

LEYDEN ROCK METROPOLITAN DISTRICT
REGULAR MEETING

via teleconference

Tuesday, November 15, 2022 at 6:00 P.M.

<https://leydenrocklife.com/>

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

This meeting can be joined through the directions below:

Join Zoom Meeting

<https://us06web.zoom.us/j/89815878839?pwd=ckhmamsveThXMUZBU1gwdm5pbmxCQT09>

Meeting ID: 898 1587 8839

Passcode: 189576

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 October 18, 2022 Regular Meeting (**enclosure**)
 - b. Approval of Minutes from November 7, 2022 Special Meeting (**enclosure**)
6. Director’s Matters
 - a. Consider Approval of Tree Planting Location to be the lot between W. 85th Bluff and W. 84th Place
 - b. Other Director’s Matters
7. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)
 - b. Conduct Public Hearing on 2022 Budget Amendment and Consider Approval of Resolution Amending the 2022 Budget (**enclosure**)
 - c. Conduct Public Hearing on 2023 Budget and Consider Approval of 2023 Budget Resolution (**enclosure**)
 - d. Consider Approval of Second Amended and Restated Resolution Concerning the Imposition of an Operations Fee (**enclosure**)
 - e. Approval of Special Districts Preparation Scope of Work, and Payroll Services Scope of Work with Clifton Larson Allen LLP for District Accounting Services (**enclosure**)

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 16; September 20; October 18; November 15; December 20; at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

8. 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 Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation 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 Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation.
9. District Management Matters
 - a. District Manager's Report (**enclosure**)
 - b. Capital Projects Discussion
 - c. 2023 Operations and Maintenance Contracts
 - i. Consider Approval of Seventh Addendum to Contract with Allied Waste Transportation, Inc. d/b/a Republic Services of Denver (**enclosure**)
 - ii. Consider Approval of Second Amendment to Independent Contractor Agreement with Aqua Sierra, Inc. (**enclosure**)
 - iii. Consider Approval of Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation (**enclosure**)
 - iv. Consider Approval of Fourth Amendment to Independent Contractor Agreement with CTL Thompson, Inc. (**enclosure**)
 - v. Consider Approval of Independent Contractor Agreement with Keesen Landscaping (**enclosure**)
 - vi. Consider Approval of First Amendment to Independent Contractor Agreement with Lee Design Group, LLC (**enclosure**)
 - vii. Consider Approval of Eighth Amendment to Independent Contractor Agreement with Long Corporation d/b/a Poop 911 (**enclosure**)
 - viii. Consider Approval of First Amendment to Independent Contractor Agreement with Mile High Pools LLC (**enclosure**)
 - ix. Consider Approval of First Amendment to Independent Contractor Agreement with Peak One Pool & Spa (**enclosure**)
 - x. Consider Approval of First Amendment to Independent Contractor Agreement with The Helping Hand, Ltd. (**enclosure**)
 - xi. Consider Approval of Eighth Amendment to Independent Contractor Agreement with C.R. Dotterer, Inc. d/b/a Weed Wranglers (**enclosure**)
 - xii. Consider Approval of Proposal with Sunset Hill for Window Washing, Pool Deck Powerwashing, and more (**enclosure**)
 - d. Consider Approval of Mail Kiosk Enhancement (**enclosure**)
 - e. Consider Renewal of Property and Liability Coverage and Workers Compensation Coverage and SDA Membership (**enclosure**)
 - f. Other Management Matters
10. Legal Matters
 - a. Consider Adoption of 2023 Annual Administrative Resolution (**enclosure**)
 - b. Consider Adoption of Resolution Calling May 2023 Election (**enclosure**)
 - c. Other Legal Matters
11. Executive Session – The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purposes of receiving legal advice as it relates to the Agreement in the Nature of an Accord Concerning Infrastructure Acquisition and Reimbursement Agreement (the “Agreement”) and pursuant to § 24-6-402(4)(e), C.R.S., for the

2022 Regular Meetings

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purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators as it relates to the Agreement.

12. Other Business

a. Next Meeting December 20th at 6:00 p.m.

13. Adjourn

2022 Regular Meetings

February 15; March 22; April 26; June 7; July 19; August 16; September 20; October 18; November 15; December 20; at 6:00 p.m. at the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, Colorado, or if necessary, via teleconference.

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, October 18, 2022 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 **joined meeting where indicated*
Tanis Batsel-Stewart

Also present: Megan J. Murphy, Esq. and Erin K. Stutz, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager and Jeremy McClain, CCMC; and Alex Fink, District Accountant, CliftonLarsonAllen, LLP.

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 as presented. Following discussion,

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

Public Comment

Ms. Kostner noted that she had sent emails to the Board requesting the Board amend the Community Guidelines to include an appeal process under Rule 106. Director Vernon stated that the Board is consulting with legal counsel.

Mr. Nix inquired about street lights which are not working on Leyden Rock Drive and 82nd and South of Yule. Mr. Smith stated that the City of Arvada (the "City") and Xcel Energy are working on repairs.

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 September 20, 2022 Special Meeting;
- Minutes from October 6, 2022 Special Meeting;
- Contract with Equalized Productions for Octoberfest Live Music Performance;
- Contract with Brad Wood d/b/a The Laughing Photo Booth for Octoberfest Photo Booth;
- Rescinding Approval of Contract with Master Events & Gaming LLC d/b/a Casino Party USA for October 8, 2022; and
- Content Release with Best Version Media.

Director Matters

None.

Consider Approval of Tree Planting Location to be the lot between W. 85th Bluff and W. 84th Place

Director Batsel-Stewart noted that she met with the Landscaping Committee members and Ms. Cooley regarding the installation of new trees in the community. The Board took no action.

Discuss adding a Handicap Parking Space and a Curb Cut near the Southern Entrance to the Pool

Director Plummer requested the Board consider adding a handicap parking space and curb cut to the south entrance to the Pool. Following discussion the Board directed Mr. Smith to discuss options with the City.

Financial Matters

Consider Approval of Schedule of Cash Position

Mr. Fink presented the Schedule of Cash Position updated as of October 11, 2022. Following discussion, upon a motion duly

made and seconded, the Board unanimously approved the Schedule of Cash Position.

Consider Acceptance/Ratification of Claims Mr. Fink presented the Claims to the Board in the amount of \$45,091.74. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Claims.

District Management Matters

*Director Ardita joined the meeting

District Manager Report Mr. Smith presented the Report to the Board.

Consider Approval of 2023 Community Sponsorship Program Mr. Smith presented the Community Sponsorship Program to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the program.

Consider Approval of Holiday Lighting Proposal from Mile High Lights Mr. Smith presented the Holiday Lighting Proposal to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Consider Approval of New Wayfinding Signs Deferred.

Capital Projects Discussion
Approval of Not to Exceed Amount of Pool Furniture The Board engaged in discussion regarding the purchase of pool furniture for the 2023 season. The Board took no action.

Other Management Matters None.

Legal Matters

Discussion Regarding Independent Contractor Agreement with Equalized Productions Ms. Murphy presented the Independent Contractor Agreement with Equalized Productions to the Board noting that Equalized Production and their legal counsel sent proposed changes to the contract after it was approved by the Board. Following discussion, upon a motion duly made and seconded, the Board approved and authorized legal counsel and Director Vernon to negotiate the contract with Equalized Productions.

Other Legal Matters None.

Other Business

Paint Color Schemes Director Plummer requests a process for paint schemes to be added to the approved paint schemes before Spring 2023. Mr. Smith will work on this.

Reports from Ascent Land The Board engaged in discussion regarding updates and reports from Ascent Land Development. The Board took no action.

Next Meeting November 15th at 6:00 p.m.

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 15th day of November, 2022.

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Monday, November 7, 2022 at 6:00 P.M. via
Teleconference

Attendance

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

Brett Vernon
Scott J. Plummer
Jeff Cunningham
Christian Ardita
Tanis Batsel Stewart

Also present: Ben Smith, District Manager, Katie Call, Operations Coordinator, CCMC.

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**

Mr. Smith advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. Smith 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. Mr. Smith noted that a quorum was present and inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The Board determined that the participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Agenda

The Board reviewed the agenda as presented. Following discussion, and an amendment to move the discussion regarding wayfinding signs to after the capital projects discussion, and then upon a motion

duly made and seconded, the Board unanimously approved the agenda.

Public Comment

Ron Hill provided comment regarding a petition circulating the Yule/Yucca open space to have nothing installed and/or built in that area.

Discussion Regarding Capital Projects

Updates were provided by Ascent Land Development, Board Members, and Management on the progress of the priorities that include drainage concerns, entry monuments, the 88th power line area, the pool area, emergency exits, and trails.

Christian Ardita then presented his survey of areas throughout the District that could be viable for some type of addition/update.

District Management Matters

Consider Approval of New Wayfinding Signs

Management presented information regarding updating the wayfinding signs. Following discussion, and then upon a motion duly made and seconded, the Board unanimously approved a not to exceed amount of \$1500 to purchase additional wayfinding signage.

Director Matters

None.

Other Business

None.

Adjournment

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

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the ___ day of November, 2022.

LEYDEN ROCK METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

LEYDEN ROCK METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	General	Special Revenue	Debt Service	Capital Projects	Total
ASSETS					
Cash - First Bank Checking	\$ 23,378	\$ -	\$ -	\$ -	\$ 23,378
Cash - CCMC Operating Accounts	-	197,568	-	-	197,568
Cash - CCMC Debit Card Account	-	3,418	-	-	3,418
CSAFE	622,266	-	38,679	-	660,945
UMB - 2021A Bond Fund	-	-	1,513,756	-	1,513,756
UMB - 2021A Project Fund	-	-	-	7,418,508	7,418,508
Accounts Receivable	-	23,078	-	-	23,078
Receivable from County Treasurer	8,832	-	13,072	-	21,904
Prepaid Expense	-	283	-	-	283
TOTAL ASSETS	<u>\$ 654,476</u>	<u>\$ 224,347</u>	<u>\$ 1,565,507</u>	<u>\$ 7,418,508</u>	<u>\$ 9,862,838</u>
LIABILITIES AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts Payable	\$ 49,012	\$ 51,476	\$ -	\$ -	\$ 100,488
Prepaid Assessments	-	25,649	-	-	25,649
Accrued Expenses	-	44,930	-	-	44,930
Total Liabilities	<u>49,012</u>	<u>122,055</u>	<u>-</u>	<u>-</u>	<u>171,067</u>
FUND BALANCES					
Total Fund Balances	<u>605,464</u>	<u>102,292</u>	<u>1,565,507</u>	<u>7,418,508</u>	<u>9,691,771</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 654,476</u>	<u>\$ 224,347</u>	<u>\$ 1,565,507</u>	<u>\$ 7,418,508</u>	<u>\$ 9,862,838</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

LEYDEN ROCK METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022

GENERAL FUND

	Annual Budget	Year to Date Budget	Year to Date Actual	Variance
REVENUES				
Property Taxes	\$ 1,503,431	\$ 1,503,431	\$ 1,501,727	\$ (1,704)
Specific Ownership Taxes	105,240	78,930	78,791	(139)
Net investment Income	250	187	6,405	6,218
Other Income	6,500	4,875	19,861	14,986
TOTAL REVENUES	<u>1,615,421</u>	<u>1,587,423</u>	<u>1,606,784</u>	<u>19,361</u>
EXPENDITURES				
Accounting	50,000	37,500	33,740	3,760
Audit	6,600	6,600	5,900	700
County Treasurer's Fees	22,551	22,551	22,530	21
Dues and Membership	2,000	1,500	534	966
Insurance	31,500	31,500	29,772	1,728
Legal	137,500	103,125	103,572	(447)
Miscellaneous	250	187	-	187
Election	45,000	45,000	33,377	11,623
Contingency	4,599	3,449	-	3,449
TOTAL EXPENDITURES	<u>300,000</u>	<u>251,412</u>	<u>229,425</u>	<u>21,987</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,315,421	1,336,011	1,377,359	41,348
OTHER FINANCING SOURCES (USES)				
Transfers to Other Fund	(1,372,000)	(1,029,000)	(1,125,135)	(96,135)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(1,372,000)</u>	<u>(1,029,000)</u>	<u>(1,125,135)</u>	<u>(96,135)</u>
NET CHANGE IN FUND BALANCES	(56,579)	307,011	252,224	(54,787)
FUND BALANCES - BEGINNING	<u>276,937</u>	<u>207,703</u>	<u>353,240</u>	<u>145,537</u>
FUND BALANCES - ENDING	<u>\$ 220,358</u>	<u>\$ 514,714</u>	<u>\$ 605,464</u>	<u>\$ 90,750</u>

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**LEYDEN ROCK METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022**

SPECIAL REVENUE FUND

	Annual Budget	Year to Date Budget	Year to Date Actual	Variance
REVENUES				
Operations Fee	\$ 38,314	\$ 28,735	\$ 19,825	\$ (8,910)
Net investment Income	1,500	1,125	101	(1,024)
Other Income	24,450	18,338	19,304	966
Rental Income	11,000	8,250	14,154	5,904
TOTAL REVENUES	<u>75,264</u>	<u>56,448</u>	<u>53,384</u>	<u>(3,064)</u>
EXPENDITURES				
Miscellaneous	11,440	8,580	3,433	5,147
Postage, Printing, Copies	2,000	1,500	2,198	(698)
Administration Costs	4,000	3,000	3,021	(21)
Gas and Electric	23,000	17,250	15,604	1,646
Trash Removal	246,000	184,500	195,024	(10,524)
Water and Sewer	33,000	24,750	17,309	7,441
Facilities Management	316,115	237,086	257,393	(20,307)
Irrigation Repairs	32,000	24,000	48,440	(24,440)
Landscape Replacement	140,000	105,000	66,149	38,851
Lighting	6,800	5,100	-	5,100
Native Weed Control	70,000	52,500	-	52,500
Landscape Maintenance	199,000	149,250	242,875	(93,625)
Snow Removal	52,000	39,000	21,438	17,562
Contract Pool Maintenance	94,570	70,927	98,706	(27,779)
Pool Supplies	20,600	15,450	23,926	(8,476)
Pool Repairs and Maintenance	4,500	3,375	24,583	(21,208)
Clubhouse Maintenance	15,800	11,850	6,252	5,598
Clubhouse Social Activities	58,000	43,500	39,761	3,739
Clubhouse Housekeeping	28,000	21,000	22,240	(1,240)
Pest Control	10,000	7,500	4,500	3,000
Water and Soil Sampling	8,000	6,000	7,804	(1,804)
Mileage	1,100	825	780	45
Office Equipment	2,160	1,620	2,052	(432)
Web Hosting	1,200	900	1,241	(341)
District Clean-Up	53,000	39,750	28,998	10,752
Maintenance of District Assets	8,500	6,375	2,248	4,127
Telephone/Wi-Fi/Cable	4,350	3,263	3,156	107
Contingency	3,365	2,524	1,601	923
Clubhouse Keys and Locks	1,500	1,125	579	546
TOTAL EXPENDITURES	<u>1,450,000</u>	<u>1,087,500</u>	<u>1,141,311</u>	<u>(53,811)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(1,374,736)</u>	<u>(1,031,052)</u>	<u>(1,087,927)</u>	<u>(56,875)</u>
OTHER FINANCING SOURCES (USES)				
Transfers from Other Funds	1,372,000	1,029,000	1,125,135	96,135
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,372,000</u>	<u>1,029,000</u>	<u>1,125,135</u>	<u>96,135</u>
NET CHANGE IN FUND BALANCES	<u>(2,736)</u>	<u>(2,052)</u>	<u>37,208</u>	<u>39,260</u>
FUND BALANCES - BEGINNING	<u>17,944</u>	<u>13,458</u>	<u>65,084</u>	<u>51,626</u>
FUND BALANCES - ENDING	<u>\$ 15,208</u>	<u>\$ 11,406</u>	<u>\$ 102,292</u>	<u>\$ 90,886</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

SUPPLEMENTARY INFORMATION

LEYDEN ROCK METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022

DEBT SERVICE FUND

	Annual Budget	Year to Date Budget	Year to Date Actual	Variance
REVENUES				
Property Taxes	\$ 2,225,077	\$ 2,225,077	\$ 2,222,554	\$ (2,523)
Specific Ownership Taxes	155,755	116,816	116,610	(206)
Net investment Income	75	56	5,083	5,027
TOTAL REVENUES	<u>2,380,907</u>	<u>2,341,949</u>	<u>2,344,247</u>	<u>2,298</u>
EXPENDITURES				
County Treasurer's Fees	33,376	33,376	33,345	31
Paying Agent Fees	6,000	4,500	1,200	3,300
Bond interest - Series 2021	1,777,850	888,925	888,925	-
Bond principal - Series 2021	535,000	-	-	-
Contingency	47,774	35,831	-	35,831
TOTAL EXPENDITURES	<u>2,400,000</u>	<u>962,632</u>	<u>923,470</u>	<u>39,162</u>
NET CHANGE IN FUND BALANCES	(19,093)	1,379,317	1,420,777	41,460
FUND BALANCES - BEGINNING	<u>85,194</u>	<u>63,896</u>	<u>144,730</u>	<u>80,834</u>
FUND BALANCES - ENDING	<u>\$ 66,101</u>	<u>\$ 1,443,213</u>	<u>\$ 1,565,507</u>	<u>\$ 122,294</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

LEYDEN ROCK METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Net investment Income	\$ 3,200	\$ 36,143	\$ 32,943
Other Income	17,630	-	(17,630)
TOTAL REVENUES	<u>20,830</u>	<u>36,143</u>	<u>15,313</u>
EXPENDITURES			
Capital outlay	4,781,285	-	4,781,285
Contingency	17,630	-	17,630
TOTAL EXPENDITURES	<u>4,798,915</u>	<u>-</u>	<u>4,798,915</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(4,778,085)	36,143	4,814,228
OTHER FINANCING SOURCES (USES)			
Repay Developer Advance	(2,641,085)	-	2,641,085
TOTAL OTHER FINANCING SOURCES (USES)	<u>(2,641,085)</u>	<u>-</u>	<u>2,641,085</u>
NET CHANGE IN FUND BALANCES	(7,419,170)	36,143	7,455,313
FUND BALANCES - BEGINNING	<u>7,419,170</u>	<u>7,382,365</u>	<u>(36,805)</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 7,418,508</u>	<u>\$ 7,418,508</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

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

Services Provided

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

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

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

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

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

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

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

Revenues

Property Taxes

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

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

Operations Fee

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

Specific Ownership Taxes

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

Interest Income

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

Expenditures

Administrative and Operating Expenditures

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

County Treasurer's Fee

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

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

Expenditures –(continued)

Debt Service

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

Debt and Leases

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

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

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

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

The District has no operating or capital leases.

Emergency Reserves

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

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

\$45,840,000

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

Principal Payable December 1

3.00% - 5.00%

June 1 and December 1

Beginning December 1, 2021

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

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2022
Updated as of November 8, 2022

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 09/30/22	\$ 23,378.13	\$ -	\$ -	\$ -	\$ 23,378.13
Subsequent activities:					
10/4/2022 Transfer from CASFE	277,973.00	-	-	-	277,973.00
10/4/2022 Transfer to CIT Bank	(277,973.00)	-	-	-	(277,973.00)
10/6/2022 Transfer from CASFE	30,000.00	-	-	-	30,000.00
10/5/2022 Transfer from CASFE	25,000.00	-	-	-	25,000.00
10/6/2022 Bill.com Payments	(23,630.08)	-	-	-	(23,630.08)
10/11/2022 Bill.com Payments	(21,461.66)	-	-	-	(21,461.66)
10/13/2022 Bill.com Payments	(3,769.63)	-	-	-	(3,769.63)
11/4/2022 Deposit - Jefferson County	0.32	-	-	-	0.32
<i>Anticipated activities:</i>					
<i>Anticipated Bill.com payables</i>	<i>(24,741.12)</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>(24,741.12)</i>
Anticipated Balance	\$ 4,775.96	\$ -	\$ -	\$ -	\$ 4,775.96
<u>CSAFE</u>					
Balance as of 09/30/22	\$ 622,265.94	\$ 38,678.84	\$ -	\$ -	\$ 660,944.78
Subsequent activities:					
10/4/2022 Transfer to 1st Bank	(277,973.00)	-	-	-	(277,973.00)
10/5/2022 Transfer to 1st Bank	(30,000.00)	-	-	-	(30,000.00)
10/6/2022 Transfer to 1st Bank	(25,000.00)	-	-	-	(25,000.00)
10/10/2022 Property/SO tax	8,832.25	13,071.71	-	-	21,903.96
10/26/2022 Transfer to UMB - 2021 Bond Fund	-	(51,750.55)	-	-	(51,750.55)
10/31/2022 Interest Income	981.59	-	-	-	981.59
Anticipated Balance	\$ 299,106.78	\$ -	\$ -	\$ -	\$ 299,106.78
<u>CCMC - Total Cash</u>					
Balance as of 09/30/22	\$ -	\$ -	\$ 200,986.04	\$ -	\$ 200,986.04
Subsequent activities:					
10/4/2022 Transfer from 1st Bank	-	-	277,973.00	-	277,973.00
Anticipated Balance	\$ -	\$ -	\$ 478,959.04	\$ -	\$ 478,959.04
<u>UMB - 2021 Bond Fund</u>					
Balance as of 09/30/22	\$ -	\$ 1,513,755.63	\$ -	\$ -	\$ 1,513,755.63
Subsequent activities:					
10/26/2022 Transfer from CSAFE	-	51,750.55	-	-	51,750.55
10/31/2022 Interest Income	-	3,039.81	-	-	3,039.81
Anticipated Balance	\$ -	\$ 1,568,545.99	\$ -	\$ -	\$ 1,568,545.99
<u>UMB - 2021 Project Fund</u>					
Balance as of 09/30/22	\$ -	\$ -	\$ -	\$ 7,418,508.02	\$ 7,418,508.02
Subsequent activities:					
10/31/2022 Interest Income	-	-	-	14,880.44	14,880.44
Anticipated Balance	\$ -	\$ -	\$ -	\$ 7,433,388.46	\$ 7,433,388.46
Anticipated Balances	\$ 303,882.74	\$ 3,137,091.98	\$ 478,959.04	\$ 7,433,388.46	\$ 11,353,322.22

Yield information (as of 10/31/22):

CSAFE - 3.15%

UMB invested in Golman Sachs Govt Fund - 3.02%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditure and changes in fund balances - governmental funds have been omitted.

LEYDEN ROCK METROPOLITAN DISTRICT
Property Taxes Reconciliation
2022

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 19,777.54	\$ -	\$ 23,656.51	\$ -	\$ (296.66)	\$ 43,137.39	0.53%	0.53%	\$ 75,633.62	1.58%	1.58%
February	1,690,971.13	-	20,972.79	-	(25,364.57)	1,686,579.35	45.35%	45.88%	402,898.43	10.87%	12.45%
March	97,484.40	(476.80)	22,337.11	21.67	(1,455.44)	117,910.94	2.60%	48.48%	1,292,180.21	36.28%	48.73%
April	164,987.02	-	19,217.07	35.57	(2,475.34)	181,764.32	4.43%	52.91%	212,946.97	5.47%	54.20%
May	227,246.71	-	21,000.08	156.81	(3,411.05)	244,992.55	6.09%	59.00%	305,688.22	8.17%	62.36%
June	1,508,277.26	-	17,859.75	107.89	(22,625.78)	1,503,619.12	40.45%	99.46%	1,282,679.37	36.70%	99.06%
July	11,750.44	-	21,001.84	271.58	(180.33)	32,843.53	0.32%	99.77%	60,724.23	0.41%	99.47%
August	4,263.20	-	27,451.67	170.52	(66.51)	31,818.88	0.11%	99.89%	30,941.70	0.15%	99.62%
September	-	-	21,903.96	-	-	21,903.96	0.00%	99.89%	31,798.01	0.17%	99.79%
October	-	-	-	-	-	-	0.00%	99.89%	23,717.37	0.00%	99.79%
November	-	-	-	-	-	-	0.00%	99.89%	29,364.86	0.15%	99.95%
December	-	-	-	-	-	-	0.00%	99.89%	16,925.31	0.00%	99.95%
	\$ 3,724,757.70	\$ (476.80)	\$ 195,400.78	\$ 764.04	\$ (55,875.68)	\$ 3,864,570.04	99.89%	99.89%	\$ 3,765,498.30	99.95%	99.95%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

Property Tax

General Fund	25.000	\$ 1,503,431.00	40.32%	\$ 1,501,726.52	99.89%
Debt Service Fund	37.000	2,225,077.00	59.68%	2,222,554.38	99.89%
	62.000	\$ 3,728,508.00	100.00%	\$ 3,724,280.90	99.89%

Specific Ownership Tax

General Fund	\$ 105,240.00	40.32%	\$ 78,790.70	74.87%
Debt Service Fund	155,755.00	59.68%	116,610.08	74.87%
	\$ 260,995.00	100.00%	\$ 195,400.78	74.87%

Treasurer's Fees

General Fund	\$ 22,551.00	40.32%	\$ 22,530.31	99.91%
Debt Service Fund	33,376.00	59.68%	33,345.37	99.91%
	\$ 55,927.00	100.00%	\$ 55,875.68	99.91%

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditure and changes in fund balances - governmental funds have been omitted.

**LEYDEN ROCK METROPOLITAN DISTRICT
RESOLUTION TO AMEND 2022 BUDGET**

WHEREAS, the Board of Directors of Leyden Rock Metropolitan District (the “**District**”) certifies that at a regular meeting of the Board of Directors of the District held November 15, 2022, a public hearing was held regarding the 2022 amended budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for fiscal year 2022 as follows:

General Fund	\$1,672,000
--------------	-------------

and;

WHEREAS, the necessity has arisen for additional expenditures by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for fiscal year 2022; and

WHEREAS, funds are available for such expenditure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District does hereby amend the adopted budget for fiscal year 2022 as follows:

General Fund	\$1,673,000
--------------	-------------

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the funds named above for the purpose stated, and that any ending fund balances shall be reserved for purposes of complying with Article X, Section 20 of the Colorado Constitution.

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ADOPTED NOVEMBER 15, 2022.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF JEFFERSON
LEYDEN ROCK METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted at a meeting held via teleconference on November 15, 2022, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of November, 2022.

RESOLUTION
ADOPTING BUDGET, APPROPRIATING FUNDS AND CERTIFYING MILL LEVIES
FOR THE CALENDAR YEAR 2023

The Board of Directors of Leyden Rock Metropolitan District (the “**Board**”), City of Arvada, Jefferson County, Colorado (the “**District**”), held a regular meeting, via teleconference on November 15, 2022, at the hour of 6:00 p.m.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with §29-1-106, C.R.S.

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NOTICE AS TO PROPOSED 2023 BUDGET

Colorado Community Media
750 W. Hampden Ave. Suite 225
Englewood, CO 80110

Leyden Rock Metro Dist (wba) **
c/o White, Bear & Ankele, P.C.
2154 E. Commons Ave. Ste. 2000
Centennial CO 80122

AFFIDAVIT OF PUBLICATION

State of Colorado }
County of Jefferson } ss

This Affidavit of Publication for the Jeffco Transcript, a weekly newspaper, printed and published for the County of Jefferson, State of Colorado, hereby certifies that the attached legal notice was published in said newspaper once in each week, for 1 successive week(s), the last of which publication was made 11/3/2022, and that copies of each number of said paper in which said Public Notice was published were delivered by carriers or transmitted by mail to each of the subscribers of said paper, according to their accustomed mode of business in this office.

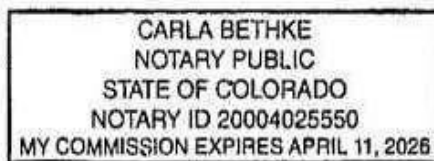


For the Jeffco Transcript

State of Colorado }
County of Jefferson } ss

The above Affidavit and Certificate of Publication was subscribed and sworn to before me by the above named Linda Shapley, publisher of said newspaper, who is personally known to me to be the identical person in the above certificate on 11/3/2022. Linda Shapley has verified to me that she has adopted an electronic signature to function as her signature on this document.

20004025550-879998
Carla Bethke
Notary Public
My commission ends April 11, 2026



Public Notice

NOTICE OF PUBLIC HEARING ON THE AMENDED 2022 BUDGET AND NOTICE OF PUBLIC HEARING ON THE PROPOSED 2023 BUDGET

NOTICE IS HEREBY GIVEN that the Board of Directors (the "Board") of the LEYDEN ROCK METROPOLITAN DISTRICT (the "District"), will hold a meeting via teleconference on **November 15, 2022 at 6:00 P.M.**, for the purpose of conducting such business as may come before the Board including a public hearing on the 2023 proposed budget (the "Proposed Budget"). The necessity may also arise for an amendment to the 2022 budget (the "Amended Budget"). This meeting can be joined using the following teleconference information:

Join Zoom Meeting
<https://us06web.zoom.us/j/89815878839?pwd=ckhmamsveThXMUZBU1gwdm5pbmxCQT09>
Meeting ID: 898 1587 8839
Passcode: 189576
Call-In Number: 720-707-2699

NOTICE IS FURTHER GIVEN that the Proposed Budget and Amended Budget (if applicable) have been submitted to the District. A copy of the Proposed Budget and Amended Budget are on file in the office of CliftonLarsonAllen, LLP, 8390 E Crescent Pkwy #300, Englewood, CO 80111, where the same are open for public inspection.

Any interested elector of the District may file any objections to the Proposed Budget and Amended Budget at any time prior to final adoption of the Proposed Budget or the Amended Budget by the Board. This meeting is open to the public and the agenda for any meeting may be obtained by calling (303) 858-1800.

BY ORDER OF THE BOARD OF DIRECTORS:
LEYDEN ROCK METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

/s/ **WHITE BEAR ANKELE
TANAKA & WALDRON**
Attorneys at Law

Legal Notice No. 415051
First Publication: November 3, 2022
Last Publication: November 3, 2022
Publisher: Jeffco Transcript
and the Arvada Press

WHEREAS, the Board has designated its accountant to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held and interested electors were given the opportunity to register their protest to the proposed budget prior to the adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2023. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2023 budget year, there is hereby levied a tax of 25.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2023 budget year, there is hereby levied a tax of 37.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2023 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2023 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Mill Levy Adjustment. When developing the attached budget, consideration was given to any changes in the method of calculating assessed valuation, including any changes to the assessment ratios, or any constitutionally mandated tax credit, cut or abatement, as authorized in the District's service plan. The Board hereby determines in good faith (such determination to be binding and final), that to the extent possible, the adjustments to the mill levies made to account for changes in Colorado law described in the prior sentence, and the actual tax revenues generated by the mill levies, are neither diminished nor enhanced as a result of those changes.

Section 7. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Jefferson County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 8. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 9. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 10. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

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ADOPTED NOVEMBER 15, 2022.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF JEFFERSON
LEYEN ROCK METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held via teleconference on Tuesday, November 15, 2022, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of _____, 2022.

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

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

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

10/10/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCES	\$ 6,569,546	\$ 7,799,245	\$ 7,945,419	\$ 7,945,419	\$ 7,996,443
REVENUE					
Property Tax	3,546,427	3,728,508	3,708,267	3,728,508	3,625,725
Specific Ownership Tax	271,488	260,995	125,044	250,088	253,801
Interest Income	3,806	5,025	9,587	19,650	85,750
Operations Fee	551,285	38,314	12,505	25,104	25,888
Rental Income	7,013	11,000	11,328	14,000	15,000
Other Revenue	37,246	48,580	38,212	41,114	43,610
Bond proceeds Series 2021	7,947,749	-	-	-	-
Bond premium Series 2021	45,840,000	-	-	-	-
Total revenue	<u>58,205,014</u>	<u>4,092,422</u>	<u>3,904,943</u>	<u>4,078,464</u>	<u>4,049,774</u>
TRANSFERS IN	<u>8,107,169</u>	<u>1,372,000</u>	<u>867,922</u>	<u>1,387,371</u>	<u>1,411,628</u>
Total funds available	<u>72,881,729</u>	<u>13,263,667</u>	<u>12,718,284</u>	<u>13,411,254</u>	<u>13,457,845</u>
EXPENDITURES					
General Fund	183,987	300,000	179,572	284,727	270,000
Debt Service Fund	55,278,550	2,400,000	923,323	2,352,226	2,300,000
Capital Projects Fund	-	7,440,000	-	-	7,485,000
Fee Operations Fund	1,366,604	1,450,000	669,415	1,390,487	1,480,000
Total expenditures	<u>56,829,141</u>	<u>11,590,000</u>	<u>1,772,310</u>	<u>4,027,440</u>	<u>11,535,000</u>
TRANSFERS OUT	<u>8,107,169</u>	<u>1,372,000</u>	<u>867,922</u>	<u>1,387,371</u>	<u>1,411,628</u>
Total expenditures and transfers out requiring appropriation	<u>64,936,310</u>	<u>12,962,000</u>	<u>2,640,232</u>	<u>5,414,811</u>	<u>12,946,628</u>
ENDING FUND BALANCES	<u>\$ 7,945,419</u>	<u>\$ 301,667</u>	<u>\$ 10,078,052</u>	<u>\$ 7,996,443</u>	<u>\$ 511,217</u>
GENERAL FUND EMERGENCY RESERVE	\$ 30,400	\$ 48,500	\$ 47,100	\$ 48,800	\$ 47,400
SPECIAL REVENUE EMERGENCY RESERVE	17,800	2,300	1,300	1,900	1,900
CAPITAL REPLACEMENT RESERVE	233,933	171,858	368,826	257,976	157,073
AVAILABLE FOR OPERATIONS	136,191	12,908	761,178	120,575	114,816
TOTAL RESERVE	<u>\$ 465,608</u>	<u>\$ 248,474</u>	<u>\$ 1,482,939</u>	<u>\$ 549,826</u>	<u>\$ 436,005</u>

No assurance provided. See summary of significant assumptions.

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

10/10/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
ASSESSED VALUATION					
Residential single family	\$ 57,360,689	\$ 58,795,724	\$ 58,795,724	\$ 58,795,724	\$ 57,156,090
Commercial	11,753	-	-	-	-
State assessed	1,277,464	20,684	20,684	20,684	30,034
Vacant land	39,559	203	203	203	203
Personal property	-	1,320,562	1,320,562	1,320,562	1,293,046
Other	51	51	51	51	51
Certified Assessed Value	<u>\$ 58,689,516</u>	<u>\$ 60,137,224</u>	<u>\$ 60,137,224</u>	<u>\$ 60,137,224</u>	<u>\$ 58,479,424</u>
MILL LEVY					
General	15.929	25.000	25.000	25.000	25.000
Debt Service	44.531	37.000	37.000	37.000	37.000
Total mill levy	<u>60.460</u>	<u>62.000</u>	<u>62.000</u>	<u>62.000</u>	<u>62.000</u>
PROPERTY TAXES					
General	\$ 934,865	\$ 1,503,430	\$ 1,503,431	\$ 1,503,431	\$ 1,461,986
Debt Service	2,613,503	2,225,077	2,225,077	2,225,077	2,163,739
Levied property taxes	3,548,368	3,728,507	3,728,508	3,728,508	3,625,725
Adjustments to actual/rounding	(1,941)	-	(20,241)	-	-
Budgeted property taxes	<u>\$ 3,546,427</u>	<u>\$ 3,728,507</u>	<u>\$ 3,708,267</u>	<u>\$ 3,728,508</u>	<u>\$ 3,625,725</u>
BUDGETED PROPERTY TAXES					
General	<u>\$ 934,354</u>	<u>\$ 1,503,431</u>	<u>\$ 1,495,269</u>	<u>\$ 1,503,431</u>	<u>\$ 1,461,986</u>
Debt Service	<u>2,612,073</u>	<u>2,225,077</u>	<u>2,212,998</u>	<u>2,225,077</u>	<u>2,163,739</u>
	<u>\$ 3,546,428</u>	<u>\$ 3,728,508</u>	<u>\$ 3,708,267</u>	<u>\$ 3,728,508</u>	<u>\$ 3,625,725</u>

No assurance provided. See summary of significant assumptions.

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

10/10/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 251,787	\$ 276,937	\$ 353,240	\$ 353,240	\$ 306,776
REVENUE					
Property Tax	934,354	1,503,431	1,495,269	1,503,431	1,461,986
Specific Ownership Tax	71,528	105,240	50,421	100,842	102,339
Interest income	379	250	1,272	1,500	5,000
Other revenue	4,179	6,500	19,861	19,861	10,000
Total revenue	<u>1,010,440</u>	<u>1,615,421</u>	<u>1,566,823</u>	<u>1,625,634</u>	<u>1,579,325</u>
Total funds available	<u>1,262,227</u>	<u>1,892,358</u>	<u>1,920,063</u>	<u>1,978,874</u>	<u>1,886,101</u>
EXPENDITURES					
General and administrative					
Accounting	34,308	50,000	22,698	50,000	50,000
Audit	5,900	6,600	-	6,600	7,000
County Treasurer's fee	14,018	22,551	22,431	22,551	21,930
Dues and licenses	1,238	2,000	534	534	2,000
Engineering	4,275	-	-	-	-
Insurance and bonds	28,394	31,500	29,772	29,772	31,500
Legal services	95,718	137,500	70,867	141,750	150,000
Miscellaneous	136	250	-	250	250
Election expense	-	45,000	33,270	33,270	-
Contingency	-	4,599	-	-	7,320
Total expenditures	<u>183,987</u>	<u>300,000</u>	<u>179,572</u>	<u>284,727</u>	<u>270,000</u>
TRANSFERS OUT					
Transfers to other fund	<u>725,000</u>	<u>1,372,000</u>	<u>867,922</u>	<u>1,387,371</u>	<u>1,411,628</u>
Total expenditures and transfers out requiring appropriation	<u>908,987</u>	<u>1,672,000</u>	<u>1,047,494</u>	<u>1,672,098</u>	<u>1,681,628</u>
ENDING FUND BALANCE	<u>\$ 353,240</u>	<u>\$ 220,358</u>	<u>\$ 872,569</u>	<u>\$ 306,776</u>	<u>\$ 204,473</u>
EMERGENCY RESERVE	\$ 30,400	\$ 48,500	\$ 47,100	\$ 48,800	\$ 47,400
CAPITAL REPLACEMENT RESERVE	233,933	171,858	368,826	257,976	157,073
AVAILABLE FOR OPERATIONS	88,907	-	456,643	-	-
TOTAL RESERVE	<u>\$ 353,240</u>	<u>\$ 220,358</u>	<u>\$ 872,569</u>	<u>\$ 306,776</u>	<u>\$ 204,473</u>

No assurance provided. See summary of significant assumptions.

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

10/10/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 114,500	\$ 17,944	\$ 65,084	\$ 65,084	\$ 122,475
REVENUE					
Operations fee	551,285	38,314	12,505	25,104	25,888
Interest income	823	1,500	60	150	750
Other revenue	33,067	24,450	18,351	21,253	20,975
Rental income	7,013	11,000	11,328	14,000	15,000
Total revenue	<u>592,188</u>	<u>75,264</u>	<u>42,244</u>	<u>60,507</u>	<u>62,613</u>
TRANSFERS IN					
Transfers from other funds	<u>725,000</u>	<u>1,372,000</u>	<u>867,922</u>	<u>1,387,371</u>	<u>1,411,628</u>
Total funds available	<u>1,431,688</u>	<u>1,465,208</u>	<u>975,250</u>	<u>1,512,962</u>	<u>1,596,716</u>
EXPENDITURES					
General and administrative					
Administration costs	4,492	4,000	2,076	3,800	4,200
Contingency	1,957	3,365	802	2,800	5,759
Facilities management	305,720	316,115	169,572	346,337	367,101
Maintenance of District assets	2,900	8,500	2,248	4,500	4,500
Miscellaneous	5,955	11,440	1,258	10,300	10,478
Postage, printing, copies	592	2,000	2,198	2,200	500
Mileage	657	1,100	587	1,100	1,300
Office Equipment	1,858	2,160	1,510	2,400	2,400
Web Hosting	768	1,200	999	1,400	1,400
Landscape maintenance					
District clean-up	38,033	53,000	17,146	41,000	43,000
Irrigation repairs	22,244	32,000	18,004	33,000	36,000
Asphalt Sealing	1,550	-	-	-	-
Landscape maintenance	216,781	199,000	162,488	192,900	189,000
Landscape replacement	217,086	140,000	17,373	80,000	125,000
Lighting	5,735	6,800	-	6,300	6,500
Native weed control	-	70,000	-	70,000	73,500
Pest Control	12,300	10,000	4,500	4,500	10,000
Snow removal	50,790	52,000	21,438	52,000	55,000
Water & Soil Sampling	6,646	8,000	3,793	7,600	8,000
Utilities					
Utilities - gas and electric	18,846	23,000	4,212	19,000	20,000
Telephone/Wi-Fi/Cable	3,861	4,350	2,199	4,350	9,000
Utilities - trash removal	240,616	246,000	128,841	248,000	247,500
Utilities - water and sewer	29,654	33,000	-	29,750	30,000
Clubhouse Maintenance					
Clubhouse maintenance and supplies	11,758	15,800	4,304	9,000	12,700
Clubhouse housekeeping	24,192	28,000	12,225	28,000	28,000
Clubhouse keys and locks	1,046	1,500	579	750	1,200
Clubhouse Social Activities	44,000	58,000	21,318	58,000	63,000
Pool Maintenance					
Pool contract maintenance	86,082	94,570	57,814	94,000	103,962
Pool Repairs and Maintenance	350	4,500	2,022	19,000	6,000
Pool Supplies	10,135	20,600	9,909	18,500	15,000
Total expenditures	<u>1,366,604</u>	<u>1,450,000</u>	<u>669,415</u>	<u>1,390,487</u>	<u>1,480,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,366,604</u>	<u>1,450,000</u>	<u>669,415</u>	<u>1,390,487</u>	<u>1,480,000</u>
ENDING FUND BALANCE	<u>\$ 65,084</u>	<u>\$ 15,208</u>	<u>\$ 305,835</u>	<u>\$ 122,475</u>	<u>\$ 116,716</u>
EMERGENCY RESERVE	\$ 17,800	\$ 2,300	\$ 1,300	\$ 1,900	\$ 1,900
AVAILABLE FOR OPERATIONS	47,284	12,908	304,535	120,575	114,816
TOTAL RESERVE	<u>\$ 65,084</u>	<u>\$ 15,208</u>	<u>\$ 305,835</u>	<u>\$ 122,475</u>	<u>\$ 116,716</u>

No assurance provided. See summary of significant assumptions.

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

10/10/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ 6,203,259	\$ 85,194	\$ 144,730	\$ 144,730	\$ 169,827
REVENUE					
Property Tax	2,612,073	2,225,077	2,212,998	2,225,077	2,163,739
Specific Ownership Tax	199,960	155,755	74,623	149,246	151,462
Interest income	2,408	75	1,251	3,000	5,000
Bond proceeds Series 2021	7,947,749	-	-	-	-
Bond premium Series 2021	45,840,000	-	-	-	-
Total revenue	<u>56,602,190</u>	<u>2,380,907</u>	<u>2,288,872</u>	<u>2,377,323</u>	<u>2,320,201</u>
Total funds available	<u>62,805,449</u>	<u>2,466,101</u>	<u>2,433,602</u>	<u>2,522,053</u>	<u>2,490,028</u>
EXPENDITURES					
Debt Service					
Bond interest Series 2016A	852,778	-	-	-	-
Bond interest - Series 2021A	199,209	1,777,850	888,925	1,777,850	500,000
Bond principal - Series 2021A	1,220,000	535,000	-	535,000	1,751,100
Bond refunding	52,200,874	-	-	-	-
Bond issue costs	760,999	-	-	-	-
Contingency	-	47,774	-	-	10,444
County Treasurer's fee	39,190	33,376	33,198	33,376	32,456
Paying agent fees	5,500	6,000	1,200	6,000	6,000
Total expenditures	<u>55,278,550</u>	<u>2,400,000</u>	<u>923,323</u>	<u>2,352,226</u>	<u>2,300,000</u>
TRANSFERS OUT					
Transfers to other fund	<u>7,382,169</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>62,660,719</u>	<u>2,400,000</u>	<u>923,323</u>	<u>2,352,226</u>	<u>2,300,000</u>
ENDING FUND BALANCE	<u>\$ 144,730</u>	<u>\$ 66,101</u>	<u>\$ 1,510,279</u>	<u>\$ 169,827</u>	<u>\$ 190,028</u>

No assurance provided. See summary of significant assumptions.

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

10/10/22

	ACTUAL 2021	BUDGET 2022	ACTUAL 6/30/2022	ESTIMATED 2022	BUDGET 2023
BEGINNING FUND BALANCE	\$ -	\$ 7,419,170	\$ 7,382,365	\$ 7,382,365	\$ 7,397,365
REVENUE					
Interest income	196	3,200	7,004	15,000	75,000
Other revenue	-	17,630	-	-	12,635
Total revenue	<u>196</u>	<u>20,830</u>	<u>7,004</u>	<u>15,000</u>	<u>87,635</u>
TRANSFERS IN					
Transfers from other funds	<u>7,382,169</u>	-	-	-	-
Total funds available	<u>7,382,365</u>	<u>7,440,000</u>	<u>7,389,369</u>	<u>7,397,365</u>	<u>7,485,000</u>
EXPENDITURES					
Contingency	-	17,630	-	-	12,635
Repay developer advance	-	2,641,085	-	-	2,641,085
Capital outlay	-	4,781,285	-	-	4,831,280
Total expenditures	<u>-</u>	<u>7,440,000</u>	<u>-</u>	<u>-</u>	<u>7,485,000</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>7,440,000</u>	<u>-</u>	<u>-</u>	<u>7,485,000</u>
ENDING FUND BALANCE	<u>\$ 7,382,365</u>	<u>\$ -</u>	<u>\$ 7,389,369</u>	<u>\$ 7,397,365</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

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

Services Provided

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

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

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

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

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

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

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

Revenues

Property Taxes

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

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

Operations Fee

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

Specific Ownership Taxes

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

Interest Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 2.00%.

Expenditures

Administrative and Operating Expenditures

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

County Treasurer's Fee

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

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

Expenditures –(continued)

Debt Service

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

Debt and Leases

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

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

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

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

The District has no operating or capital leases.

Emergency Reserves

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

This information is an integral part of the accompanying budget.

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

\$45,840,000

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

Principal Payable December 1

3.00% - 5.00%

June 1 and December 1

Beginning December 1, 2021

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

No assurance provided. See summary of significant assumptions.

After Recording, Return to:
WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

**SECOND AMENDED AND RESTATED RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
LEYDEN ROCK METROPOLITAN DISTRICT
CONCERNING THE IMPOSITION OF AN OPERATIONS FEE**

WHEREAS, the Leyden Rock Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, and the general public, to acquire, construct, operate and maintain certain amenities and facilities benefitting property owners, taxpayers, and residents within the District, and the general public, which amenities and facilities generally include landscaping, streets and park and recreation improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents within the District, to provide certain services to the property owners, taxpayers, and residents within the District, and the general public, including without limitation, landscape maintenance, snow removal, covenant enforcement and trash removal (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the upkeep, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided, operated and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within the District maintained, and that the health, safety and welfare of the District and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of a fair and equitable fee (the “**Operations Fee**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Operations Costs**”), which Operations Costs are generally attributable to the persons and/or properties subject to such Operations Fees, is necessary to provide for the common good and for the prosperity and general welfare of the property owners, taxpayers, and residents within the District, and the general public and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, the District finds that the Operations Fee, as set forth in this Resolution, is reasonably related to the overall cost of providing the Facilities and Services and paying the Operations Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, on October 18, 2021, the Board adopted an Amended and Restated Resolution of the Board of Directors of the Leyden Rock Metropolitan District Concerning the Imposition of an Operations Fee, which was recorded in the real property records of the Jefferson County Clerk and Recorder’s Office on December 14, 2021, at Reception No. 2021172468 (the “**Prior Fee Resolution**”), and the Board desires to adopt this Resolution to amend, restate, and supersede the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to the Special District Act, as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Operations Fee is due, which Due Date is reflected on the Schedule of Fees

“**End User**” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit.

“**Fee Schedule**” or “**Schedule of Fees**” means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Residential Unit**” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located on a Lot which has been Transferred to an End User.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in an End User.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. OPERATIONS FEE.

a. The Board has determined, and does hereby determine, that it is in the best interests of the property owners, taxpayers, and residents within the District, and the general public to impose, and does hereby impose an Operations Fee to fund the Operations Costs. The Operations Fee is hereby established and imposed in an amount as set forth by the District from time to time pursuant to the “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Operations Fee shall consist of a recurring payment (the “**Recurring Payment**”) and a separate payment imposed on the Transfer of a Residential Unit to an End User (the “**Transfer Payment**”), which together shall comprise the Operations Fee.

b. The Transfer Payment shall be imposed on all Transfers of a Residential Unit to an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Operations Fee:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer

previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board has determined, and does hereby determine, that the Operations Fee is reasonably related to the overall cost of providing the Services, and paying the Operations Costs, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Operations Fee will be accounted for separately from other revenues of the District. The Operations Fee revenue will be used solely for the purpose of paying Operations Costs, and may not be used by the District to pay for general administrative costs of the District.

3. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Operations Fee not paid in full within fifteen (15) days after the scheduled Due Date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Operations Fees, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorneys' fees, at the rate of eighteen percent (18%) per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

4. PAYMENT. Payment for all Operations Fees, fees, rates, tolls, penalties, charges, interest and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Leyden Rock Metropolitan District" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

5. LIEN. The Operations Fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of

Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Jefferson County, Colorado.

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

7. THE PROPERTY. This Resolution shall apply to all property within the District Boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

8. EFFECTIVE DATE. This Resolution shall become effective January 1, 2023.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 15th day of November, 2022.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

General Counsel to the District

*Signature page to Second Amended and Restated Resolution Concerning the Imposition of an
Operations Fee*

EXHIBIT A
LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Fees
Effective January 1, 2023 __

Schedule of Fees		
Fee Type	Classifications	Rate
Operations Fee – Recurring Payment	Tract K, Filing No. 6 Fee*	\$372 annually, collected annually**
The Due Date for each Operations Fee – Recurring Payment is January 1 st .		
Operations Fee – Payment Due Upon a Transfer	Residential Unit	\$305.00 per Transfer
The Due Date for each Operations Fee—Payment Due Upon Transfer is the date upon which the Transfer occurs.		

*A list of properties subject to Tract K, Filing No. 6 Fee is attached hereto and incorporated herein as **Exhibit C**.

**Payable quarterly by written notice to the District Manager

PAYMENTS: Payment for each fee shall be made payable to the Leyden Rock Metropolitan District and sent to the following address for receipt by the Due Date:

Leyden Rock Metropolitan District
c/o CCMC Western Region
P.O. Box 105260
Atlanta, GA 30348-5260

EXHIBIT B
LEYDEN ROCK METROPOLITAN DISTRICT
District Boundaries

LEYDEN ROCK SUBDIVISION METRO DISTRICT TRACTS

- LEGEND
- FILING 1
 - FILING 2
 - FILING 3
 - FILING 4
 - FILING 5
 - FILING 6

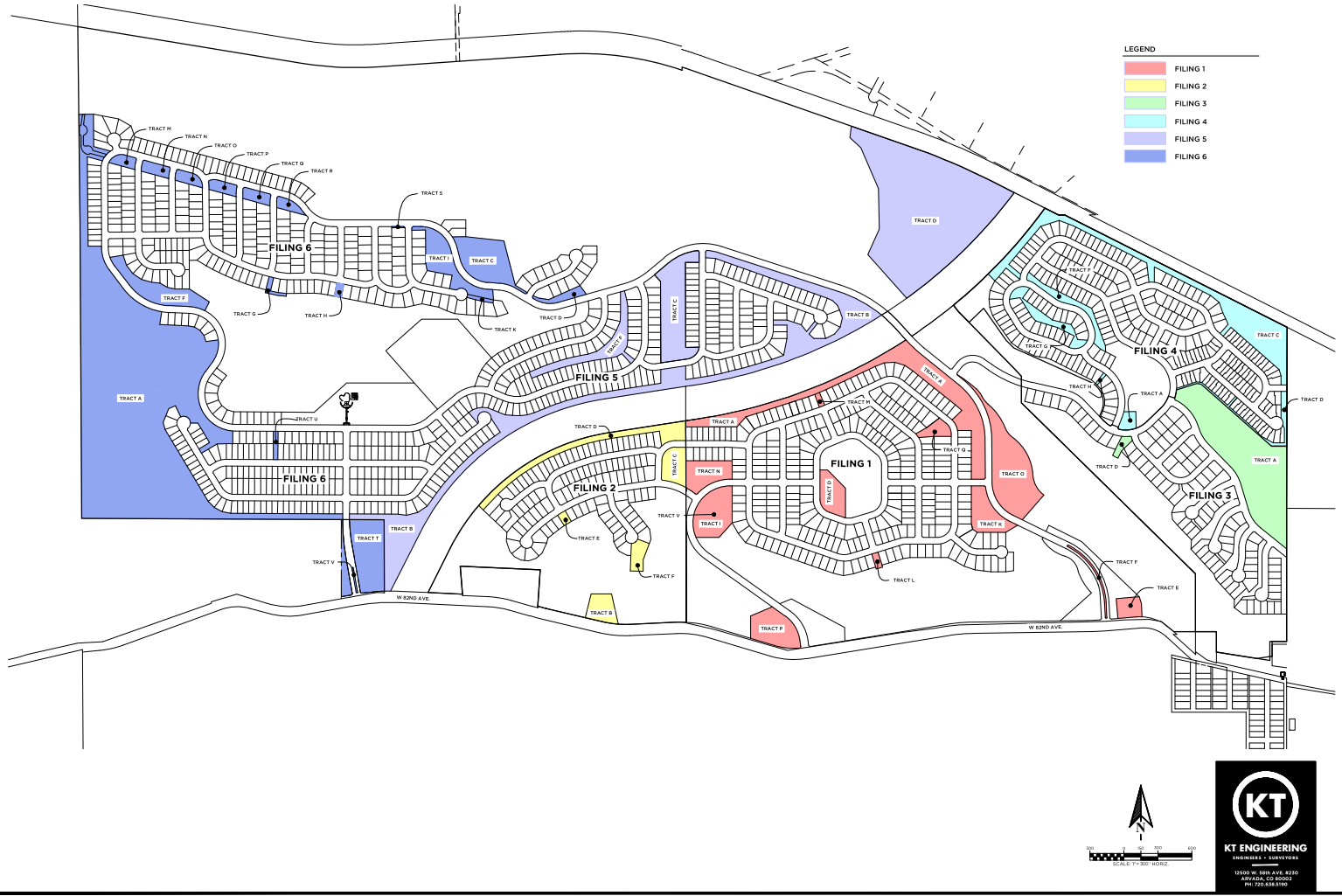


EXHIBIT C

LEYDEN ROCK METROPOLITAN DISTRICT

Tract K, Filing No. 6 Properties

18592 W. 87th Avenue, Arvada, Colorado 80007
(Block 3, Lot 77, Leyden Rock Subdivision Filing No. 6)

18582 W. 87th Avenue, Arvada, Colorado 80007
(Block 3, Lot 78, Leyden Rock Subdivision Filing No. 6)

18572 W. 87th Avenue, Arvada, Colorado 80007
(Block 3, Lot 79, Leyden Rock Subdivision Filing No. 6)

18562 W. 87th Avenue, Arvada, Colorado 80007
(Block 3, Lot 80, Leyden Rock Subdivision Filing No. 6)



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

Special Districts Preparation SOW

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

Scope of professional services

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

Ongoing normal accounting services:

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

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

- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.
- Perform other non-attest services.

Compilation services

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

Preparation services – financial statements

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

Preparation services – annual

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

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

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

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

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

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

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

Engagement objectives and our responsibilities

The objectives of our engagement are to:

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

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

Engagement procedures and limitations

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

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any

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

Our report

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

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

No assurance statements

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

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

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

Management responsibilities

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

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed

by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

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

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

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

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

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

Fees, time estimates, and terms

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

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

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

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

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

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

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

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

Municipal advisors

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

Gigi Pangindian, CPA
Principal
Gigi.Pangindian@CLAconnect.com

APPROVED:

Signature

Title

Date



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

Special Districts Payroll Services SOW

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

Scope of payroll preparation services

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

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of information needed for the retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services
 - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.

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

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws.

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

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

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

Your responsibilities

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

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

Specifically, your responsibilities include:

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

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

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

Your responsibilities relevant to CLA's access to your cash

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

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

Fees

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

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

Principal	\$300 - \$500
Chief Financial Officer	\$280 - \$385
Controller	\$220 - \$330
Assistant Controller	\$190 - \$250
Senior	\$140 - \$190
Staff	\$120 - \$165
Administrative support	\$110 - \$150

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

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

Tax examinations

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

Record retention

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

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

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

Tax consulting services

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

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

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

Communications and confidentiality

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

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

Consent to send you publications and other materials

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

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

Legal compliance

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

Gigi Pangindian, CPA
Principal
Gigi.Pangindian@CLAconnect.com

APPROVED:

Signature

Title

Date



MEMORANDUM

To: Board of Directors

From: Ben Smith, District Manager

Date: November 15, 2022

Re: District Manager Report

Pool Update

I have begun reaching out to companies regarding the replaster of the pool surface. We do not need to replace the tile or coping around the pool.

Landscape Update

Keesen is down to an every other week rotation for services. All in all, I believe it was a good first Summer with some areas of improvement for 2023 that we will focus on in the Spring.

Weed Mitigation

Weed Wranglers completed their mitigation services for 2022. We will schedule a follow up meeting discussing this season to be able to provide even better service next year.

2023 Budget Season

We have wrapped up the budget process with the Committee and it will be presented and discussed for approval.

Polling Center

I will present feedback and results of the polling center.

**SEVENTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Solid Waste Services)**

This SEVENTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Seventh Addendum**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ALLIED WASTE TRANSPORTATION, INC. d/b/a REPUBLIC SERVICES OF DENVER, a Delaware corporation (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Leyden Rock Metropolitan District No. 1 and the Contractor entered into an Independent Contractor Agreement, effective March 19, 2013, for trash removal and recycling services, as subsequently amended from time to time (the “**Agreement**”); and

WHEREAS, Leyden Rock Metropolitan District No. 1 assigned its rights and obligations under the Agreement to Leyden Rock Metropolitan District No. 10 effective January 1, 2017; and

WHEREAS, Leyden Rock Metropolitan District No. 10 changed its name to Leyden Rock Metropolitan District pursuant to a Court Order recorded February 2, 2018 at Reception No. 2018010607 with the Jefferson County Clerk and Recorder; and

WHEREAS, the Agreement includes a Compensation/Payment Schedule within Exhibit A; and

WHEREAS, the Parties desire to replace the Compensation/Payment Schedule in Exhibit A with the Compensation/Payment Schedule in **Addendum 7** attached hereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Change in Compensation/Payment Schedule. The Parties hereby amend and restate in its entirety the Compensation/Payment Schedule in Exhibit A of the Agreement with the Compensation/Payment Schedule in **Addendum 7** attached hereto.

2. Renewal. The Parties hereby renew the Agreement for fiscal year 2023. This Seventh Addendum shall be effective on January 1, 2023 and shall terminate at midnight on December 31, 2023.

3. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

4. Counterpart Execution. This Seventh Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Seventh Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Seventh Addendum.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Seventh Addendum as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Seventh Addendum.

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

By: _____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to Seventh Addendum to Independent Contractor Agreement for Solid Waste Services with Leyden Rock Metropolitan District, dated November 15, 2022

**ALLIED WASTE TRANSPORTATION,
INC. d/b/a REPUBLIC SERVICES OF
DENVER, a Delaware corporation**

By: _____
Its: _____

***Contractor's Signature Page to Seventh Addendum to Independent Contractor Agreement for
Solid Waste Services with Leyden Rock Metropolitan District, dated November 15, 2022***

ADDENDUM 7

Collection Service	Unit of Measure	Estimated Quantity	Unit Cost	
Weekly Trash	Monthly	1,430 Homes	\$10.50	Weekly Trash, 96 gallon cart
Every Other Week Single Stream Recycle			\$3.69	EOW Recycle, 96 gallon cart
96 Gallon Trash Cart			Individual Monthly Charge	\$14.19 each
96 Gallon Recycle Cart			Monthly Charge	\$20,291.70
			Annual Charge	\$243,500.40

**SECOND AMENDMENT
TO
INDEPENDENT CONTRACTOR AGREEMENT
STORMWATER MANAGEMENT**

This SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Amendment**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and AQUA SIERRA, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement, dated November 16, 2020, as amended by the First Amendment to Independent Contractor Agreement, dated November 16, 2021 (collectively, the “**Agreement**”); and

WHEREAS, the Parties desire to amend certain provisions regarding the Scope of Services and Compensation Schedule as set forth in Exhibit A of the Agreement and renew the Agreement for fiscal year 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Amendment to Scope of Services/Compensation Schedule. The Parties hereby amend and restate the services and compensation schedule set forth in Exhibit A to the Agreement with the services and the compensation scheduled set forth in **Addendum 2**, attached hereto and incorporated herein by this reference.

2. Renewal. The Parties hereby renew the Agreement for fiscal year 2022. This Second Amendment shall be effective on January 1, 2023 and shall terminate at midnight on December 31, 2023.

3. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

4. Counterpart Execution. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Second Amendment may be delivered by facsimile or email of a PDF document, and, upon shall be deemed originals and binding upon the signatories to this Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Second Amendment.

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

By: _____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to Second Amendment to Independent Contractor Agreement for Stormwater Management Services with Leyden Rock Metropolitan District, Dated November 15, 2022

AQUA SIERRA, INC., a Colorado corporation

By: _____
Its: _____

Contractor's Signature Page to Second Amendment to Independent Contractor Agreement for Stormwater Management Services with Leyden Rock Metropolitan District, dated November 15, 2022

ADDENDUM 2

**SEVENTH AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(District Management Services)

This SEVENTH AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Seventh Amendment**”) is entered into the 15th day of November, 2022, to be effective on February 15, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and CAPITAL CONSULTANTS MANAGEMENT CORPORATION, a Nevada corporation (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District and Contractor are parties to that certain Independent Contractor Agreement entered into December 4, 2017 to be effective January 1, 2018. Capitalized terms used herein shall have the meanings given them in the Agreement, as defined below.

WHEREAS, the Parties entered into a First Amendment to Independent Contractor Agreement on April 16, 2018 which amended and restated in its entirety Exhibit A of the Agreement, as defined below, to reflect that the Contractor will be using and occupying one office space in the District’s clubhouse for the sole purpose of conducting the daily business operations and management of the District (the “**First Amendment**”).

WHEREAS, the Parties entered into a Second Amendment to Independent Contractor Agreement, dated March 4, 2018, which amended and restated in its entirety Exhibit A and Exhibit B to reflect the use of the District’s website and clarifying the reimbursable costs (the “**Second Amendment**”).

WHEREAS, the Parties entered into a Third Amendment to Independent Contractor Agreement, dated June 3, 2019, which amended and restated in its entirety Exhibit A and Exhibit B to add the role of a Lifestyle Services Coordinator (the “**Third Amendment**”).

WHEREAS, the Parties entered into a Fourth Amendment to Independent Contractor Agreement, dated November 18, 2019, which amended and restated in its entirety Exhibit A and Exhibit B (the “**Fourth Amendment**”).

WHEREAS, the Parties entered into a Fifth Amendment to Independent Contractor Agreement, dated November 18, 2020, which amended and restated in its entirety Exhibit A and Exhibit B (the “**Fifth Amendment**”).

WHEREAS, the Parties entered into a Sixth Amendment to Independent Contractor Agreement, dated February 15, 2022, which amended and restated in its entirety Exhibit A and Exhibit B (the “**Sixth Amendment**”).

WHEREAS, the Independent Contractor Agreement, dated December 4, 2017, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment are collectively referred to herein as the “**Agreement.**”

WHEREAS, the Parties desire to amend and restated in its entirety Exhibit A and Exhibit B of the Agreement with Addendum 7 attached to this Seventh Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Amendment to Scope of Services/Compensation Schedule. The Parties hereby amend and restate in its entirety the Scope of Services set forth in Exhibits A, A-1, A-2, and A-3 and Compensation Schedule set forth in Exhibit B of the Agreement with the Scope of Services and Compensation Schedule set forth in in **Addendum 7** to this Seventh Amendment, attached hereto and incorporated herein by this reference.

2. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. This Seventh Amendment shall be effective on January 1, 2023.

3. Counterpart Execution. This Seventh Amendment 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 of this Seventh Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Seventh Amendment.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Seventh Amendment.

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

By: _____
Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to Seventh Amendment to Independent Contractor Agreement for District Management Services with Leyden Rock Metropolitan District, dated November 15, 2022

**CAPITAL CONSULTANTS
MANAGEMENT CORPORATION, a
Nevada corporation**

By: _____
Its: _____

***Contractor's Signature Page to Seventh Amendment to Independent Contractor Agreement
for District Management Services with Leyden Rock Metropolitan District, dated November
15, 2022***

ADDENDUM 7

EXHIBIT A SCOPE OF SERVICES

CCMC shall, under general supervision of the Board of Directors of Directors, perform the following services and duties:

General Operations

1. Recruit, hire, train, supervise and discharge all personnel employed by CCMC including the District Manager, Operations Coordinator and Lifestyle Coordinator.
 - a. The District's Board of Directors has the ability to conduct a final review of potential candidates for all personnel employed by CCMC and working at the District, however, CCMC reserves the right to make all final decisions regarding hiring.
2. CCMC shall employ a District Manager for the District whose job description and duties are outlined in **Exhibit A-1**. CCMC shall employ an Operations Coordinator for the District whose job description and duties are outlined in **Exhibit A-2**.
3. CCMC shall employ a Lifestyle Coordinator for the District whose job description and duties are outlined in **Exhibit A-3**.
4. Take inventory of all furniture, equipment, significant tools and supplies at least annually, and provide the Board of Directors upon request with a copy. Recommend purchase of same where necessary.
5. Make documented physical inspections of the District (or portions of the District) not less than weekly. CCMC will not be required to inspect the District (or portions of the District) from any other vantage point than from ground level. All reported covenant violations will be enforced in accordance with the adopted policy of the Board of Directors.
6. Maintain the District property in accordance with the standards specified by the Board of Directors. If no standards are specified, the assumed standard will be that of like districts in the immediate neighborhood.
7. Coordinate with contractors and cause to be made all routine repairs and maintenance work to the District as the approved budget allows.
 - a. Unless otherwise provided in the approved budget, the expenses incurred for any one item of repair or replacement shall not exceed the sum of \$2,500.00, without prior authorization by the President or Treasurer, or another Director, if the President or Treasurer are unavailable. However, emergency repairs involving danger to life and property, repairs immediately necessary for the preservation and safety of the District or for the safety of the occupants, or expenditures required to avoid the suspension of any necessary service to the

District, may be made by CCMC irrespective of the cost limitation imposed by this paragraph.

8. Oversee the bidding of contracts for the maintenance and/or repair of landscaping, irrigation, trails, amenities, and fencing systems.

9. Oversee the administration of the district website including initial graphic set-up and upload, issuing owner login and passwords, and ongoing content updates. The URL <http://www.leydenrocklife.com> is the property of the District. CCMC shall not be authorized to advertise in any way including the use of slogans or place its logo on the website.

Fiscal and Accounting Services for the Fee Operations Fund Only

1. Maintain accurate and complete books of account on a modified accrual basis for the Operations Fund only unless otherwise approved and directed by the Board of Directors.

2. Prepare and furnish to the Board of Directors or District Accountant, the Routine Financial Reports no later than the 20th day of the following month. Routine Financial Reports shall include the Balance Sheet – Operations Fund, Operating Statement – Detail, Year to Date Actual – Operating, General Ledger, Cash Disbursements report, AP Aging and Delinquent & Prepaid Resident report. All financial reporting and special analysis requests other than Routine Financial Reports will be an additional fee to be mutually agreed upon by the Board of Directors and CCMC. All costs of reproduction and distribution will be at the expense of the District.

3. Prepare and submit to the Board of Directors or District Accountant for approval a proposed budget for the District, setting forth all estimated receipts and disbursements relating to the District for the next fiscal year. The proposed budget shall be submitted to the Board of Directors or District Accountant no later than the thirtieth (30) of September each year.

4. Provide information and consultation to assist in performance of audits in consonance with independent auditors appointed by the Board of Directors. CCMC is not responsible for the timeliness of the work product from selected auditors. CCMC will, upon direction from the Board of Directors and at the expense of the District, distribute copies of the annual audit, annual financial reports, budgets, collection policies and other available reports, to all Owners.

5. Bill, request, demand, and receive all Operating Fees and other District receipts that may at any time become due the District. The District recognizes and agrees that all efforts to facilitate the collection of delinquent Operating Fees and other charges are time consuming and an additional expense to CCMC. Accordingly, CCMC will charge a fee as set forth in Exhibit B for its efforts involved in the extra work required for collection of delinquent amounts. Such fee shall be charged in accordance with the adopted collection policy of the District. CCMC agrees to act in conformance with any applicable requirements of laws, statutes and regulations regarding the collection of debts, including the Fair Debt Collection Practices

Act.

6. Establish and maintain separate accounts for all operating funds of the District in federally insured and Public Depository Protection Act (PDPA) institutions selected by the CCMC, indicating the agency or custodial nature thereof. CCMC shall be an authorized signatory on such account and shall pay all expenses and obligations of the District (including payments to itself) from the funds of the District as are available in the segregated account herein described, or as may be otherwise provided by the District.

7. For each Board of Directors meeting, provide a check listing for approval/ratification by the Board for all payments disbursed by CCMC since the previous Board meeting.

8. Prepare payroll checks on a timely basis and disburse same to all personnel employed by CCMC and assigned to the District. CCMC shall maintain Employee Theft Coverage for losses resulting from theft or forgery committed by its employees. CCMC shall bill the District an hourly rate covering all employment costs for each employee assigned to the District in accordance with each year's approved budget. Any change in hourly rates during the fiscal year will be by mutual written consent of CCMC and District.

9. CCMC shall prepare for execution and filing all forms, reports and returns required by law in connection with unemployment insurance, workers' compensation, social security and other similar requirements now in effect or hereafter imposed relating to personnel employed by CCMC.

Risk Management and Claims Management Services

1. Review periodically all forms of insurance carried for the District in connection with the District and attempt to maintain in force and effect such insurance coverage as the District documents and the Board of Directors shall direct.

2. Assist in processing insurance claims for all property losses, regardless of cause.

3. Establish and maintain insurance ticklers for renewals of insurance policies related to the District.

Administrative Services

1. Copy and distribute notices of meetings, agendas, and other documents in accordance with the established Board of Directors policy and at the request of the District's General Counsel. All costs of reproduction and distribution shall be at the expense of the District.

2. Attend one meeting monthly of the Board of Directors, at a time and place to be designated by the Board of Directors.

3. Record changes of ownership upon receipt of advice of Owners, with supporting documentation. Resale certificates, title statements, lending institution questionnaires, assessment payment information, and other items documenting transfer of ownership shall be processed by CCMC in accordance with the fee(s) set forth in Exhibit B.

4. Maintain files for all correspondence, letters, and memorandums relating to the District and its members. All expenses involved in the storage of previous historical records shall be the responsibility of the District.

5. Provide reproduction and distribution services for periodic newsletters, flyers, announcements or other notices covering specific topics of interest to Owners of the District at the direction of the Board of Directors at the expense of the District.

6. Prepare and distribute to the Board of Directors monthly operational reports of a routine nature. Special reports, not included in the Routine Financial Reports, will be an additional fee to be mutually agreed upon by the Board of Directors and CCMC.

7. Provide a repository of District's records, including ongoing maintenance of an accessible, secure, organized and complete filing system for District records.

8. Provide a seven day-a-week, 24 hour-a-day telephone answering and paging.

9. CCMC shall inform all the materials suppliers of the tax-exempt status of the District, shall provide them with an exemption certificate and inform them that the District will not be responsible for paying sales or use tax.

11. CCMC shall coordinate with the District's General Counsel regarding all public meeting matters including, but not limited to, scheduling, agendas, and enclosures. CCMC shall copy the District's General Counsel on all correspondence to the Board of Directors.

Use of District's Clubhouse

1. During the term of this Agreement, the District Manager is permitted to occupy one (1) office space in the clubhouse for the daily business operations and management of the District at no cost to CCMC.

2. All office furniture, fixtures, and equipment is the property of the District and shall only be used for the daily business operations and management of the District.

EXHIBIT A-1

DISTRICT MANAGER

POSITION SUMMARY: Under direction of the Board of Directors, the District Manager is responsible for the daily business operations and management direction of the District as outlined in the CCMC management contract. Includes oversight of staff and service contractors and daily interaction with residents and volunteers. The position requires the ability to multi-task on a variety of levels with the utmost of focus and professionalism. The District Manager serves as an integral part of the leadership of the community, acting as advisor to the Board and volunteer committees regarding policies and procedures and creating a variety of social opportunities to promote and maintain a true sense of community.

ESSENTIAL DUTIES: Oversees daily office functions ensuring that the needs and requests of the residents are dealt with in a timely and professional manner. Maintains all district records as required by policies established by the Board of Directors and state law. Ensures that all district correspondence and notices are accurate and timely. Drafts and distributes the newsletter to ensure consistency, appropriate tone, clarify board actions, and articulate policies. Ensures that activities, events and pertinent information are included in the newsletter. The District Manager shall respond to all homeowner requests within forty-eight (48) hours.

Ensures that the District's liability and damage insurance policies conform with requirements of applicable law. Develops and implements a risk management program under the Board's direction.

Contracts for the Reserve Study and updates. Maintains complete records of major repairs and replacements, updated warranty information and FF&E inventory for tax and reserve study records. Monitors performance against adopted budget, conducts monthly reviews of financial statements, and prepares a variance report for the Board. Maintains necessary records for preparation of annual audits.

Provides professional guidance to the Board regarding their policy-making duty as fiduciaries. Facilitates orientation and training of Board and committee members. Facilitates long range planning and annual goal setting. Drafts recommendations to the Board and ensures that meeting notices and minutes are accurate and timely. In coordination with the District's General Counsel, the District Manager shall attend meetings of the Board, committees and membership, providing professional direction and assistance as needed and ensuring that the minutes, resolutions and decisions are documented and implemented as appropriate. Performs other duties as deemed appropriate or assigned. Serves as liaison between the district and other entities, including the developer, builders, associations, other districts, commercial parcels, golf courses or club facilities and schools or public facilities. This may extend to municipal departments and other districts.

Recruits, hires, supervises and evaluates site employees, employed by CCMC, in accordance with CCMC personnel guidelines. Coaches employees of CCMC to develop skills and advance within the district and CCMC staff. Develops and monitors training and education opportunities for staff and encourages self-improvement. Oversees the administration of human resource functions.

Ensures that staff follows established policy and procedures, particularly safety procedures. As necessary, disciplines and terminates personnel of CCMC.

Oversees operation and maintenance of all district facilities, ensuring that contractors and staff are adequately trained and equipped. Regularly inspects facilities and implements a preventive maintenance schedule. In coordination with the District's General Counsel, prepares bid specifications for contract work and assists the Board in qualifying and selecting contractors by ensuring that the contractors have appropriate expertise, licenses and insurance prior to being considered for any district contract.

Oversees the covenant enforcement and architectural design review processes in accordance with policies established by the Board of Directors and state law. In coordination with the District's General Counsel, ensures that inspections and correspondence are timely and accurate and that the notice and hearing process is followed in accordance with the documents and law.

Responds to all CCMC Division office requirements for maintaining records, annual inventory, community goals, personnel evaluations and use of Jenark software. Works with Division Accounting department to ensure proper documentation of contracts, invoices and other expenses in order to ensure timely payment of bills and production of monthly financial statements, and year-end external audits.

EXHIBIT A-2
OPERATIONS COORDINATOR

POSITION SUMMARY:

Under the direction of the District Manager and Board of Directors, the Operations Coordinator serves as an integral part of the leadership of the community, working alongside the District Manager to oversee daily operations of the community. The Operations Coordinator also lends assistance to the Lifestyle Coordinator as needed with community events and District communications.

ESSENTIAL DUTIES:

- Assists in operations of the community including, but not limited to, overseeing special projects as assigned, vendor meetings and communications, invoice approvals, Clubhouse reservations and amenities management, access system management, community meetings, community website updates, supplies purchasing, and general resident services.
- Oversees daily office functions ensuring that the needs and requests of the residents are dealt with in a timely and professional manner. Collaborates with District Manager to ensure all District correspondence and notices are accurate and timely.
- Provides administrative support to District Manager, which may include drafting and proofreading correspondence, daily monitoring of email and community website correspondence.
- Routine, on-site monitoring throughout the District for trash and debris, general and landscape maintenance issues, to include weekly reports to the District Manager on findings and plans for follow-up with appropriate vendors.
- On-site monitoring for completion of maintenance and landscape projects, generating work orders as needed.
- Inspects, processes and resolves covenant enforcement matters and architectural design review applications for the community including paperwork, phone and personal contacts according to approved policies and guidelines in accordance with policies established by the Board of Directors and state law.
- Community website maintenance, updates, and documents upload.
- Ensures community wayfinding signs are updated as needed.
- Attendance at Board meetings and at other meetings and events, including, but not limited to, committee meetings, new homeowner socials, “Meet the District Night” events, City of Arvada meetings, vendor meetings, as well as other meetings as requested by the District Manager.
- Collaboration with District Manager and Lifestyle Coordinator in developing and administering the District’s annual operating budget.
- Maintaining complete records of major repair and replacement projects, warranty information, and inventories.
- Assists Lifestyle Coordinator with community event planning and implementation and community communications.
- Performs other duties as assigned.

EXHIBIT A-3
LIFESTYLE COORDINATOR

POSITION SUMMARY:

Under the supervision of the District Manager and the Board of Directors, the Lifestyle Coordinator will be responsible for planning, overseeing, promoting and facilitating a variety of community events, providing communications and administrative support to the District, building strategic community partnerships, and ensuring appropriate budget administration. The Lifestyle Coordinator will ensure all community events are planned in accordance with District insurance and contract requirements.

ESSENTIAL DUTIES:

- Provides event planning, logistics, execution, and additional staff support for signature community events throughout the year. Develops, plans, and executes additional community programs to include a combination of educational events for all age groups, block parties targeting all the individual areas of the community, and additional fun events for varying ages.
- Develops, oversees, and implements annual Lifestyle/Social Events budget in conjunction with the District Manager and the overall development of the District's annual operating budget.
- Works with the District staff, event vendors, and the District's legal team to ensure vendors meet the District's insurance and contract requirements.
- Responsible for contract negotiations with vendors, vendor oversight and communications before and after community events, and vendor invoice approval and processing.
- Develops and implements communications strategies and support to the District to include regular website updates, community calendar updates, a minimum of bi-monthly e-Newsletters to the community, email blasts to residents as needed, social media strategies, development of print materials, and new resident welcome materials/packet.
- Ensures the District's business/community sponsor program is updated yearly, solicits business/community sponsors for the following year, and promotes positive sponsor relationships.
- Creates and posts marketing materials online and around the community for community events and meetings.

EXHIBIT B
COMPENSATION SCHEDULE

CCMC shall be entitled to receive the following compensation (plus any applicable taxes) and fees for its services performed under the District Management Agreement between CCMC and the Leyden Rock Metropolitan District.

BASE MANAGEMENT FEE

Initial Set-up Fee: \$1,500 (one-time fee due upon execution of the initial agreement. Not due upon execution of the amendment.)

Monthly Fee: \$4.00 per assessable unit per month. As of November 1, 2020 there are 1439 assessable units within the District.

PERSONNEL FEE

The monthly management fee does not include the expense of your site management team. Our personnel fee for the community is determined by a simple formula: CCMC establishes a billing rate for each employee. Based on expectations of experience and professional designations for site-dedicated employees CCMC will establish bill rates for each site employees for approval by the board of directors.

Position

Bill Rate

Full Time (minimum of 2080 hours per calendar year) District Manager billed at the hourly rate agreed upon during the annual budget process.

Full Time (minimum of 2080 hours per calendar year) Operations Coordinator billed at the hourly rate agreed upon during the annual budget process.

Full Time Employees

	Bill Rate	Minimum Hours	Maximum Hours
District Manager	\$59.01/hour EXEMPT	N/A	N/A
Operations Coordinator	\$44.32/hour NON-EXEMPT	40	40

Part Time (minimum of 1040 hours per calendar year) Lifestyle Services Coordinator billed at an hourly rate agreed upon during the annual budget process.

Part Time Employees

	Bill Rate	Minimum Hours	Maximum Hours
Lifestyle Coordinator	\$39.93/hour NON- EXEMPT	30	30

MERIT INCREASES AND BONUSES

CCMC will consult the District’s Board of Directors annually for the purpose to review the site management team (both full time and part time employees) yearly performance, merit increase and bonus structure. In consultation with CCMC, the District’s Board of Directors, has the ability to approve a year-end bonus for any CCMC exempt employee. CCMC reserves the right to make all final decisions regarding merit increases and performance bonuses.

REIMBURSABLE ADMINISTRATIVE COSTS

The costs of supplies, copying, fax, postage, and telephone service incurred by CCMC that are directly related to the management of the District shall be reimbursed by the District.

The District shall not pay for the costs of supplies, copying, fax, postage, and telephone service incurred by CCMC in its off-site offices that are not directly related to the management of the District.

Software Licensing: At cost for all software, email, licensing and anti-virus software upgrades for the District’s on-site computer shall be paid for by the District.

Technical Support: No charge for routine, ongoing IT support of CCMC staff email, software and systems. See Consulting Services for IT hourly rate for approved purchases.

ADDITIONAL SERVICE FEES

Mileage Reimbursement: At government reimbursement rate

ASSOCIATION CHARGES TO OTHERS BASED ON USAGE

Resale Disclosure and Lien Estoppel Fee: \$295 per package, payable by seller or buyer (\$150 fee for initial sale)

Resale Trustee/Lender Sale: \$125

Refinance & Lien Estoppel Fee: \$ 50 per certificate

Lien Estoppel Update Fee: \$ 50 payable by seller or buyer
Lender Questionnaire: \$ 50 per questionnaire (standard format)
\$150 per questionnaire (custom format)

COLLECTION FEES (paid by the District and charged back to unit owners)

Reminder Letter: \$23.50
Warning Letter: \$55/per letter
Return Check Fee: \$20/per returned payment
Attorney Transfer Fee: \$45

HOURLY WAGES FOR ADDITIONAL SERVICES

Management Consulting: \$150/hour
Lifestyle/IT Consulting: \$100/hour
Administrative/Accounting Consulting: \$ 75/hour

Additional fees, outside the terms of the agreement are charged to the District at the published rates. These charges include items such as court appearance, deposition and related legal research, extraordinary accounting reports, and related activities.

DISCLOSURE

CCMC shall be entitled to receive credits from its bank based on the average deposits of all Districts for which it is CCMC to offset its expenses related to bank supplies, software related to banking and maintenance and other banking-related expenses. Upon annual request by the District, CCMC will disclose the total amount of credits received from its bank to offset its expenses.

**FOURTH AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Annual Seep and Sediment Sampling)

This FOURTH AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Fourth Amendment**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and CTL | THOMPSON, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District and Contractor are parties to that certain Independent Contractor Agreement, dated March 4, 2019, as amended by a First Amendment to Independent Contractor Agreement, dated November 18, 2019, a Second Amendment to Independent Contractor Agreement, dated November 16, 2020, and a Third Amendment to Independent Contractor Agreement, dated November 16, 2021 (collectively, the “**Agreement**”). Capitalized terms used herein shall have the meanings given them in the Agreement.

WHEREAS, the Parties desire to amend certain provisions regarding the Scope of Services and Compensation Schedule as set forth in Exhibit A of the Agreement and to renew the Agreement for the fiscal year 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Amendment to Scope of Services/Compensation Schedule. The Parties hereby amend and restate those certain provisions regarding the Scope of Services and Compensation Schedule as such provisions are set forth in Exhibit A to the Agreement with the Scope of Services and the Compensation Schedule set forth in **Addendum 4**, attached hereto and incorporated herein by this reference.

2. Renewal. The Parties hereby renew the Agreement for fiscal year 2023.

3. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. This Fourth Amendment shall be effective on January 1, 2023 and shall terminate at midnight on December 31, 2023.

4. Counterpart Execution. This Fourth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Fourth Amendment may be delivered by

facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Fourth Amendment.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Fourth Amendment.

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

By: _____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to Fourth Amendment to Independent Contractor Agreement for Annual Seep and Sediment Sampling Services with Leyden Rock Metropolitan District, dated November 15, 2022

CTL | THOMPSON, INC., a Colorado corporation

By: _____
Its: _____

Contractor's Signature Page to Fourth Amendment to Independent Contractor Agreement for Annual Seep and Sediment Sampling Services with Leyden Rock Metropolitan District, dated November 15, 2022

ADDENDUM 4

INDEPENDENT CONTRACTOR AGREEMENT
LANDSCAPE MAINTENANCE SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 15th day of November 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and KEESEN LANDSCAPE MANAGEMENT, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2023 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this

Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

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

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District: Leyden Rock Metropolitan District
c/o CCMC
17685 W. 83rd Drive
Arvada, CO 80007
Attention: Ben Smith
Phone: (303) 423-0270
Email: bsmith@ccmnet.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Megan J. Murphy
Phone: (303) 858-1800
E-mail: mmurphy@wbapc.com

Contractor: Keesen Landscape Management, Inc.
3355 S. Umatilla Street
Englewood, CO 80110
Attention: Devon Finn
Phone: (303) 591-1778
Email: DFinn@keesenlandscape.com

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

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

23. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

24. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

25. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

26. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under

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

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

28. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

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

30. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

31. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

32. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the "**Work**") will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable

building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor's guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

b. Prior to final payment for any Services involving Work, and at any time thereafter but before the final inspection, as set forth below, the Contractor and the District shall, at the request of the District, conduct an inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. The Contractor agrees to correct or replace the defective Work within a reasonable time, as agreed to by the Parties, but in no event later than thirty (30) calendar days from the date of notice from the District, unless otherwise agreed to by the District.

c. The Contractor agrees that if warranty issues appear before payment has been made under this Agreement, the District may withhold payment until such warranty issues are resolved to the District's satisfaction. If repair or replacement of any warranty or defective Work is not made by the Contractor promptly upon request by the District as set forth in this Agreement, in addition to any other remedy, the District may withhold any payment the District may owe to the Contractor, including payments under other contracts or agreements related or unrelated to the Work and Services.

d. The Contractor shall promptly notify the District of any Work, whether by the Contractor, its subcontractors or any third parties, which the Contractor believes to be defective or not conforming with this Agreement.

e. The Contractor shall, at its expense, obtain all permits, licenses, and other consents required from all governmental authorities, utility companies, and appropriate parties under any restrictive covenants in connection with the Work. The Contractor shall comply with all the terms and conditions of all permits, licenses, and consents.

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work

is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

33. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

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

[Signature pages follow].

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Landscape Maintenance
Services with Keesen Landscape Management, Inc., dated November 15, 2022*

CONTRACTOR:
KEESEN LANDSCAPE MANAGEMENT,
INC., a Colorado corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2022, by _____, as the _____ of Keesen Landscape
Management, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Landscape
Maintenance Services with Leyden Rock Metropolitan District, dated November 15, 2022***

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall provide the following landscape maintenance services to the District:

Section 1 – GENERAL SCOPE OF WORK

1. Terms of Work

- a. Contractor will furnish all labor, tools, specialized equipment, supervision and transportation required to maintain the landscape in an attractive condition throughout the year for the maintenance period specified in the Agreement.
- b. Damages: Contractor will be responsible for any damages to the property caused by the Contractor. The cost of all repairs will be borne by the Contractor. All repairs must be completed as promptly as possible.
- c. Contractor will provide a weekly written report to District staff detailing all work conducted during the week and outlining any issues or concerns to be addressed. Weekly reports will be provided via email every Friday prior to 12 p.m. throughout the year.
- d. Contractor will be available at the request of the Board or District staff to attend monthly meetings of the Board of Directors to provide a landscape report and to answer any questions.
- e. Acts of God: The Contractor assumes no responsibility for and shall not be held liable by the District for damages due to conditions beyond the Contractor's control. Such conditions include, but are not limited to: harsh weather; abnormally cold winter temperatures; snow damage; ice; melting snow; wind; fire; vandalism; and theft.
- f. Communication System: The Contractor is expected to be available via telephone, and respond as necessary to emergencies that may arise. Emergencies are defined as items, which, by their nature, cannot be postponed and may cause damage to health or property. Response to emergencies will be by whatever means is most practical to remedy a particular situation. Contractor is entitled to compensation for such emergencies.
- g. Personnel: Contractor's employees shall conduct themselves in a workmanlike manner at all times. Contractor is expected to provide adequate supervision at all times.
- h. Licenses and Permits: Contractor shall be responsible for obtaining and paying for all licenses and permits required by Federal, State, and local laws that are necessary for the legal operation of the Contractor's business. Such licenses and permits shall

include, but not be limited to: business and commercial pesticides applicator. However, special permits (such as special watering permits) will be obtained at the expense of the District.

- i. Weather permitting: All items in this agreement are stated assuming that weather conditions are favorable. Contractor is not to be held responsible, in any way, for delays in the completion of specified tasks due to weather conditions.
- j. Modification: In all cases, the included "Description of Services" shall supersede or modify items stipulated in the "General Scope of Work".

2. Location of Work

- a. The Leyden Rock Metropolitan District Office is located in the Leyden Rock Clubhouse (17685 W 83rd Drive, Arvada, CO 80007).
- b. The location of work within the District is more particularly described as District Tracts of land within Leyden Rock Subdivision Filings 1-6.

Section 2 – DESCRIPTION OF SERVICES

1. Mowing

- a. All sod areas to be mowed on a weekly basis at an approximate height of three (3) to four (4) inches during the active growing season (May through September). All sod areas to be mowed a minimum of one time when the turf is growing at a slower rate (April and October).
- b. Grass clippings will be mulched and excessive clumps will be distributed or gathered and removed from the Premises. Catchers will be used as Contractor deems necessary. Grass clippings will be swept or blown from walks, porches, and curbs.
- c. Services may be postponed until the next visit any area deemed unsafe due to:
 - i. Excessive wetness due to improper drainage;
 - ii. Areas under construction; or
 - iii. Areas in use at the time of mowing by groups of residents, children, or special groups.

2. Trimming

- a. All turf areas inaccessible to mowing equipment will be trimmed as needed in conjunction with mowing operations to maintain a neat well-groomed appearance.

- b. Where practical, Contractor may use an approved herbicide and/or growth regulator around fences, trees, and other obstacles that may be damaged by repeated use of string line trimmers.
 - c. After mowing operations are completed, all grass clippings will be blown and/or removed from walks, drives, patios, etc.
3. Edging
- a. Concrete walks adjacent to turf areas are to be edged bi-weekly during the growing season with a steel-bladed edger.
 - b. Concrete curbs, and drain pans adjacent to turf areas are to be edged twice during the growing season with a steel-bladed edger.
4. Aeration
- a. All irrigated turf areas will be core aerated one (1) time in the spring and one (1) time in the fall.
5. Fertilization
- a. All irrigated turf areas will be fertilized three (3) times during the growing season with a slow release, granular product. "Revive" must be used for at least two (2) of the fertilizer applications.
6. General Clean-up
- a. All landscape areas will be policed for trash in conjunction with mowing operations.
 - b. All native grass areas adjacent to all main entrances (W 82nd Ave at Leyden Rock Drive, Yule Way, and Culebra Street) and along all main roads will be policed for trash on a weekly basis throughout the year. All trash must be removed from the Premises.
 - c. The clean-up of debris due to vandalism, dumping, improperly contained dumpsters, acts of God, etc., will be an extra service to the contract.
 - d. Removal of pet droppings is not the responsibility of the Contractor unless otherwise specified.
7. Spring Clean-up
- a. The Contractor shall remove leaves and litter from all landscaped areas within the Premises one (1) time during the spring clean-up. Debris will be removed from Premises.
 - b. Concrete walks adjacent to turf areas will be edged with a steel-bladed edger.

- c. Perennial grasses will be cut back to approximately 1' to promote new growth.

8. Fall Clean-up

- a. The Contractor shall remove leaves and litter from all landscaped areas within the Premises one (1) time during the fall clean-up. It is understood that this service will be performed after the majority of leaves have fallen and this clean-up shall be completed by November 30th, or as weather conditions permit. Debris will be removed from Premises.
- b. Additional fall clean-up services may be requested, which will be an additional charge outside the scope of the annual contract.

9. Weed Control

- a. The Contractor shall provide for a complete chemical program for the control of weeds within all landscaped areas. The program shall provide preventative control where required, as well as curative chemical control. The Contractor shall be selective in the chemical controls used as to insure against an improper application that may cause further damage to turf, trees, or shrubs. The Contractor shall provide for the complete safety of the public, residents, and their properties. The Contractor shall be responsible for meeting all Colorado State and Environmental Protection Agency (EPA) licensing requirements.
- b. The cost of one (1) pre-emergent application to all landscape beds and problem turf areas shall be included in the scope. The cost of three (3) post-emergent herbicide applications to irrigated turf areas shall be included in the scope.
- c. Non-selective herbicides will be applied as necessary to sidewalk cracks, curb lines, and mulch beds. Paved area weed control will be coordinated and approved with the District as necessary.
- d. Consistent with industry standards, a buffer area shall be established by chemical application around all trees and wooden fence-lines in irrigated turf two (2) times during the growing season. The Contractor will be notified if a buffer area is to be established by other means.
- e. Turf insect, pests, and disease control shall not be a part of the scope of the contract.

10. Tree and Shrub Care

- a. Pruning shall be performed consistent with reasonable industry standards to provide a well-groomed appearance. Trees and shrubs under ten (10) feet shall be included in the scope.
- b. Contractor shall perform esthetic pruning of all deciduous and evergreen shrubs within the Premises. Flowering shrubs will be pruned once in fall after blooming. Evergreen and non-flowering shrubs shall be pruned two (2) times during the

growing season. Pruning shall be scheduled and performed pursuant to environmental conditions as the Contractor deems necessary in order to provide a well-groomed appearance. The Contractor will provide recommendations to the District if environmental conditions warrant additional pruning cycles.

- c. Nuisance growth, including suckers, from shrubs and trees shall be pruned as needed during the growing season to maintain reasonable access on walkways and parking areas.
- d. Trees less than ten (10) feet shall be pruned as needed to maintain sidewalk and roadway clearance.
- e. Debris resulting from pruning operations shall be collected and removed by the Contractor at the time of pruning.
- f. Structural, renewal, or corrective pruning is not included in the scope of the work.
- g. Dead trees and shrubs shall be removed after notification from the District. This work will be billed additionally, outside of the scope of the contract, at the Contractor's hourly rate.

11. Irrigation Maintenance and Operation

- a. Contractor shall activate the irrigation system in the spring (typically in April), in accordance with any governmental restrictions and regulations when the environmental conditions allow or when agreed upon by the District and Contractor.
- b. Contractor shall inspect the irrigation system to ensure proper operation. Pattern adjustments and controller programming will be performed as the Contractor deems necessary. Watering schedules shall be set in accordance with governmental restrictions and regulations, irrigation system capabilities, and reasonable industry standards.
- c. Irrigation system repairs are not included as a part of the annual contract. This includes raising or lowering heads, clearing of plugged lines, and replacement of broken or missing heads due to circumstances other than those related to the services of the Contractor. Additional services that are not included: backflow certification, design, irrigation system evaluation, valve location, electrical work, and anything that requires digging or excavation. Irrigation system repairs shall be performed as agreed upon by the District and Contractor at the contractor's hourly rate plus materials and additional equipment, if required. The Contractor shall immediately perform irrigation repairs that do not exceed \$2,500 per occurrence. In the event that an irrigation system repair is estimated to exceed \$2,500, the Contractor shall contact the District for approval.

- d. Contractor shall winterize the irrigation system in the fall, in accordance with any governmental restrictions and regulations, prior to November 1st or when agreed upon by the District and Contractor.
- e. Backflow testing may be requested on an annual basis, outside of the scope of the contract. The Contractor shall provide their testing charge per device.

12. Winter Season Services

- a. Weekly policing of landscaped areas November through March shall be included as part of the contract scope.
- b. Monthly site inspections of the Premises November through March are included as a part of the contract scope.

13. Native Grass Area Services

- a. Mowing of irrigated and non-irrigated native grass (i.e. beauty bands) along District concrete sidewalks and District soft trails shall be completed on a monthly basis or as needed. The concrete sidewalk along the entire length of W. 82nd Avenue between Leyden Rock Drive and Culebra Street shall also be included for beauty bands.
- b. All native grasses behind all fence lines backing to all District-owned and City of Arvada-owned open space tracts of land shall be mowed twice per season in either June or early July. Mow buffers shall be at least six (6) feet in width. The cost of this service shall be an additional \$11,316.11/mow not to exceed \$22,632.22 for two mows.
- c. Broad leaf weed control within native grass areas is not included as part of the scope of the contract.

14. Trail Maintenance

- a. All concrete, crushed, or dirt trails highlighted in green on the District site maps shall be maintained on a weekly basis. In addition to mow bands on a monthly basis or as needed as detailed above, trail maintenance shall include weeding and regrading or crushed/grey breeze trails as needed.
- b. Any additional trail repairs that may be required shall be outside of the scope of this contract and proposed to the District for approval.
- c. All trails highlighted green on the site maps shall be patrolled on a weekly basis for trash. All trash shall be collected and removed from the Premises.

Section 3 – NON INCLUDED SERVICES

The following services are Non Included Services, and are to be provided by Contractor when authorized by the District on a Unit Cost or Hourly Rate basis as agreed to between the Contractor and the District.

1. General
 - a. Any services expressly identified elsewhere in the Contract Specifications as Non Included Services.
2. Snow Removal
 - a. Snow removal services proposals may be provided separately.
3. Graffiti Removal
 - a. Contractor shall report to the District the presence of graffiti on any surfaces in the Common Areas, including: walkways and hard surfaces, site furniture, boulders, retaining walls, monuments and signage and as promptly as possible following receipt of authorization from the District, preferably the same day it is visually noted, remove the graffiti. Cost of graffiti removal will be based on the Contractor's hourly rate as well as the cost of materials/supplies.
4. Landscape and/or Drainage Enhancement Projects
 - a. All additional projects/work, including all landscape and drainage enhancement projects, must be proposed by the Contractor and approved by the District outside of the spoke of the annual contract.

Section 4 – LANDSCAPE AND FENCE LINE MAPS

1. All site maps are included herein.

EXHIBIT B

COMPENSATION SCHEDULE

The Contractor shall receive an amount not to exceed \$142,512 for the landscape maintenance services set forth on **Exhibit A**. Compensation will be paid monthly in the amount of \$11,876.00.

The Contractor and the District may enter into agreements for additional work as approved by the District pursuant to written service/work orders executed by an authorized representative of the Contractor and the District. the compensation schedule for additional work shall be as detailed on written service/work orders executed by an authorized representative of the Contractor and the District.

Additional services may be provided on a time and material basis with the following rates:

Maintenance Labor	\$45.00/hour
Irrigation Labor	\$68.00/hour
Landscape Labor	\$58.00/hour
Native Labor large equipment	\$95.00/hour
Native Labor small equipment	\$65.00/hour
After hours emergency	\$68.00/hour

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

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

Keesen Landscape Management, Inc.

is a

Corporation

formed or registered on 03/01/1972 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871239198 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/07/2022 that have been posted, and by documents delivered to this office electronically through 11/09/2022 @ 16:01:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/09/2022 @ 16:01:27 in accordance with applicable law. This certificate is assigned Confirmation Number 14453765 .



Jena Griswold

Secretary of State of the State of Colorado

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

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Design Review Services)

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Amendment**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and LEE DESIGN GROUP, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement, dated May 11, 2021 (the “**Agreement**”); and

WHEREAS, the Parties desire to amend certain provisions regarding the Compensation Schedule as set forth in Exhibit B of the Agreement.

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

TERMS AND CONDITIONS

1. Amendment to Scope of Services/Compensation Schedule. The Parties hereby amend and restate in its entirety the Scope of Services set forth in Exhibit A of the Agreement with the Scope of Services set forth in **Exhibit A** attached hereto and incorporated by reference. This First Amendment shall be effective on January 1, 2023.
2. Prior Provisions Effective. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. Counterpart Execution. This First Amendment 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 of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature Pages Follow.]

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

CONTRACTOR:
LEE DESIGN GROUP, LLC, a Colorado
limited liability company

Printed Name

Title

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall review Design Review Applications for residential improvements for conformance with the Residential Improvement Guidelines and Site Restrictions for Leyden Rock Metropolitan District, revised August 11, 2022, and as amended from time to time.

A written comment report will be prepared for each submittal stating if the Design Review Application is approved, approved with conditions, denied, or if additional information is needed. The written comment report will be sent via email to the District's Manager within thirty (30) days of receiving the submittal.

The Scope of Services shall not include any AutoCAD drafting, landscape design, grading and drainage services, civil engineering, and site/landscape renderings.

EXHIBIT B
COMPENSATION SCHEDULE



Design Review

Site Planning

Urban Design

Lee Design Group, LLC
(970) 407-8641

Leyden Rock Design Review Request Submittal Fees

Improvements:	Fee	Resubmissions
*Accessory Building - Storage Sheds	\$50	\$0
*Doors (ARC - like for like)	\$50	\$0
*Driveways (ARC - like for like)	\$50	\$0
*Exterior Lighting	\$50	\$0
*Landscaping	\$50	\$0
*Roofing Materials (ARC - like for like)	\$50	\$0
*Shutters (ARC - like for like)	\$50	\$0
*Windows (ARC - like for like)	\$50	\$0
*Additions and Expansions	\$50	\$0
(*The above improvements will be evaluated on a case-by-case basis. Depending on the project complexity, the ARC may choose to escalate to LDG)		
Backyard Sport Pads	\$50	\$0
Balconies	\$50	\$0
Decks	\$50	\$0
**Drainage and Grading	Not in contract	
Driveway Extensions	\$50	\$0
Gazebos/Pergolas	\$50	\$0
Greenhouses	\$50	\$0
Hot Tubs and Jacuzzis	\$50	\$0
Patios - Covered, Enclosed, Open	\$50	\$0
Exterior Painting	\$50	\$0
Paving	\$50	\$0
Ponds/Water Features	\$50	\$0
Pools	\$50	\$0
Saunas	\$50	\$0
Walls	\$50	\$0
Walls, Retaining	\$50	\$0
**Civil Engineering Services such as grading and drainage are not included in the contract.		
Additional Services	Fee	
Design guideline writing	\$95/hour	
Consulting and design services	\$95/hour	
Attending meetings	\$95/hour	
Site visits (includes travel time)	\$95/hour	

www.leeDesigngrp.com

**EIGHTH AMENDMENT
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Pet Waste Station Services)**

This EIGHTH AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Eighth Amendment**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and LONG CORPORATION, a Colorado corporation d/b/a POOP 911 (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Leyden Rock Metropolitan District No. 1 (“**District No. 1**”) and the Contractor entered into an Independent Contractor Agreement on April 4, 2016 which was assigned to the District and later amended by a First Amendment to Independent Contractor dated December 5, 2017, as amended by a Second Amendment to Independent Contractor Agreement dated December 4, 2018, as amended by a Third Amendment to Independent Contractor Agreement dated April 16, 2018, as amended by a Fourth Amendment to Independent Contractor Agreement dated November 12, 2018, as amended by a Fifth Amendment to Independent Contractor Agreement dated November 18, 2019, as amended by a Sixth Amendment to Independent Contractor Agreement dated November 16, 2020, and as amended by a Seventh Amendment to Independent Contractor Agreement dated November 16, 2021, (collectively, the “**Agreement**”).

WHEREAS, the Parties desire to further amend certain provisions regarding the Services and compensation for the Services as set forth in Exhibit A of the Agreement and renew the Agreement for fiscal year 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Amendment to Scope of Services/Compensation Schedule. The Parties hereby amend those certain provisions regarding the Services and compensation for the Services, as such provisions are set forth in Exhibit A to the Agreement with the Services and the compensation provisions set forth in **Addendum 8**, attached hereto and incorporated herein by this reference.

2. Renewal. The Parties hereby renew the Agreement for fiscal year 2023.

3. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. This Eighth Amendment shall be effective on January 1, 2023 and shall terminate at midnight on December 31, 2023.

4. Counterpart Execution. This Eighth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Eighth Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Eighth Amendment.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Eighth Amendment as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Eighth Amendment.

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

By: _____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

*District's Signature Page to Eighth Amendment to Independent Contractor Agreement for Pet Waste Station Services with Leyden Rock Metropolitan District,
Dated November 15, 2022*

LONG CORPORATION, a Colorado
corporation d/b/a Poop 911

By: _____
Its: _____

***Contractor's Signature Page to Eighth Amendment to Independent Contractor Agreement for
Pet Waste Station Services with Leyden Rock Metropolitan District,
dated November 15, 2022***

ADDENDUM 8

POOP 911 will perform one of the following services per your request, per visit:

- Three times per week 1st of May through September 30th
 - Twice per week 1st of October through April 30th
1. Pet Waste Stations:
 - a. 20 pet waste station locations.
 2. Large Trash Cans co-located with Pet Waste Stations:
 - a. 22 co-located trash cans.
 3. Large Trash Cans stand alone:
 - a. 7 locations.
 4. Additional Repairs completed on an “As needed Basis”.
 - a. Labor will be charged at \$50 per hour plus parts needed to replace or fix.

NOTE: \$8 per roll Extra for pet waste bags when added.

For providing the above services, POOP 911 will receive the service compensation below.

Three Times per week - \$2060 per month.

Twice per week - \$1610 per month.

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Pool Gate Monitor)

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Amendment**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and MILE HIGH POOLS LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement, dated April 6, 2022 (the “**Agreement**”); and

WHEREAS, the Parties desire to amend certain provisions regarding the Scope of Services and Compensation Schedule as set forth in Exhibits A and B of the Agreement, respectively.

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

TERMS AND CONDITIONS

1. Amendment to Scope of Services/Compensation Schedule. The Parties hereby amend and restate in its entirety the Scope of Services set forth in Exhibit A of the Agreement and the Compensation Schedule set forth in Exhibit B and with the Scope of Services and Compensation Schedule set forth in **Addendum 1** attached hereto and incorporated by reference. This First Amendment shall be effective on January 1, 2023.

2. Prior Provisions Effective. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. Counterpart Execution. This First Amendment 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 of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature Pages Follow.]

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

***District's Signature Page to First Amendment to Independent Contractor Agreement for Pool Gate Monitor with Leyden Rock Metropolitan District,
Dated November 15, 2022***

MILE HIGH POOLS LLC, a Colorado
limited liability company

Printed Name

Title

***Contractor's Signature Page to Second Amendment to Independent Contractor Agreement for
Pool Gate Monitor with Leyden Rock Metropolitan District,
dated November 15, 2022***

ADDENDUM 1

EXHIBIT A

SCOPE OF SERVICES

Contract for Pool Gate Monitor (referred to as “PGM”) Services for the pool season period of Friday, May 26, 2023 (Memorial Day weekend) through midnight on Monday, September 4, 2023 (Labor Day weekend).

- **PGM Schedule & Hours**

- PGM coverage per the attached schedule of 2,208.0 hours at a rate of \$39.00 per hour.
 - Scheduled PGM times/hours may be changed if the client wants to do so to provide more or less coverage on certain days, as long as the total contract hours remain at 2,208.0.
 - The Contractor and the District must plan and prepare for the necessity of reduced coverage for the last 3 weeks of the season due to the majority of the Contractor’s employees returning to school.
- At the end of every month, the Contractor will audit the PGM hours provided (from payroll records) and compare it to what was to be provided per the contract. Based on the audit, Contractor will issue a final reconciliation invoice which may include the following:
 - Additional hours over the contracted 2,208.0.
 - Not included in the scheduled hours (and price) are PGM arrivals 10-15 minutes prior to the opening shift to get things ready for the day AND 10-15 minutes at the end of the day for closing/cleaning duties.
 - These hours are picked up in the audit and will be included in the contracted hours total.

- **PGM Obligations/Requirements**

- The Contractor will assure that all PGMs fulfill the following obligations in addition to all the other applicable provisions of this contract.
 - Maintain a notebook containing information on PGM procedures and policies, along with forms to be completed by daily personnel. Reports are to include but are not limited to:
 - Daily Reports
 - Incident Reports
 - Water Chemistry Logs
 - Pool Temperature Logs
 - Hourly Guest Counts
 - Instead of a notebook/binder, an electronic device such as a tablet or iPad provided by the District may be used.
- PGMs will report to the Contractor’s management of any issues that need to be relayed to the District such as:
 - Recurrent discipline problems with adults or children.

- Pool closures, other than routine weather closures.
 - Lane lines & flags:
 - PGMs will be responsible for removing lane lines & flags in the morning and installing lane lines & flags at closing.
 - In a coordinated effort with the janitorial personnel, the PGMs will:
 - Inspect restrooms regularly, clean and, restock as needed.
 - Cleaning of the restrooms is the responsibility of the janitorial staff, but PGMs will provide cleaning services for smaller messes.
 - Inspect the BBQ area regularly and clean as needed.
 - Cleaning of the BBQ area is the responsibility of the janitorial staff, but PGMs will provide cleaning services for smaller messes.
 - The Contractor is not responsible for providing all necessary cleaning supplies or other restroom supplies.
 - In a coordinated effort with the pool maintenance personnel, the PGM will:
 - Test water balance and advise the Contractor's management of any potential problems.
 - PGMs are not responsible for adding/handling any pool related chemicals or performing pool maintenance.
 - The Contractor will provide chemical testing strips.
 - Keep deck area free from trash and take trash out when needed.
 - Straighten furniture as needed.
 - PGMs will also be responsible for wiping and disinfecting pool deck furniture.
 - Skim the pool and clean out skimmer baskets.
 - Scrub pool tiles subject to the District's approval.
 - Pool tile cleaner shall be provided by the District.
 - Enforce all pool rules and set an example by following them.
 - It is understood that PGMs are not Lifeguards and will not be responsible for performing rescuing or lifesaving actions in the event of an accident within the pool area. PGMs will make every effort to contact Emergency Personnel via 911 should the need arise as well as contact the Contractor's management.
 - PGMs are also not law enforcement personnel. In the event any community member or guest is threatening another community member/guest or are unwilling to follow Leyden Rock Community Pool rules, they will be reported to local law enforcement, the Contractor's management, and to the District.
 - Maintain a positive and friendly attitude.
- **Additional PGM Services**
 - The Contractor will provide additional PGM hours/services, if requested at least (10) days in advance, to be invoiced at \$39.00 per hour. Additional PGM services are contingent on staff availability.
 - PGMs provided for District sponsored events will be invoiced to and paid for by the District.

- **Cancellation Due to Global Pandemic, State/City/County Orders or CDC Orders/Guidelines (e.g., COVID-19)**
 - In the case of a global pandemic, or health orders issued by the state/city or county officials, or orders/guidelines issued by the Centers for Disease Control or any other situation that causes the pool facility to not be opened for use, this contract shall be terminated, and the Client will only be responsible for services rendered.
- **Utilities**
 - Client will furnish water, electricity, gas, and telephone service for the pool area and will be responsible for paying their expense.
- **Access**
 - Client will provide the Contractor with 2 keys to each lock in the pool area (e.g., equipment room, gate, bathhouse, storage area).

EXHIBIT B

COMPENSATION SCHEDULE

Pool Gate Monitor cost is	\$86,112.00	for the season payable as follows:
Due	as prepayment of	Amount
April 15, 2023	144 hours in May	\$5,616.00
May 15, 2023	720 hours in June	\$28,080.00
June 15, 2023	744 hours in July	\$29,016.00
July 15, 2023	520 hours in August	\$20,280.00
August 15, 2023	80 hours in September	\$3,120.00
TOTAL PAYMENTS	\$86,112.00	

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Pool Maintenance)

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Amendment**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and PEAK ONE POOL & SPA, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement, dated April 6, 2022 (the “**Agreement**”); and

WHEREAS, the Parties desire to amend certain provisions regarding the Scope of Services and Compensation Schedule as set forth in Exhibit A of the Agreement and to extend the Agreement’s termination date by one (1) year to December 31, 2023.

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

TERMS AND CONDITIONS

1. Amendment to Scope of Services/Compensation Schedule. The Parties hereby amend and restate in its entirety the Scope of Services/Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services/Compensation Schedule set forth in **Addendum 1** attached hereto and incorporated by reference.

2. Amendment to Term/Renewal. The Parties hereby amend and restate in its entirety Paragraph 2 of the Agreement as follows: “This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2023.”

3. Prior Provisions Effective. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

4. Counterpart Execution. This First Amendment 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 of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

***District's Signature Page to First Amendment to Independent Contractor Agreement for Pool
Maintenance with Leyden Rock Metropolitan District,
Dated November 15, 2022***

CONTRACTOR:
PEAK ONE POOL & SPA, LLC, a Colorado
limited liability company

Printed Name

Title

*Contractor's Signature Page to First Amendment to Independent Contractor Agreement for
Pool Maintenance with Leyden Rock Metropolitan District,
Dated November 15, 2022*

Addendum 1

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Maintenance visit pricing and frequency:

- | | |
|---|----------|
| • Pool service per visit @ 5 days a week | \$110.00 |
| • Weekend visits if necessary - per visit | \$120.00 |
| • Pool Opening 2023 (including drain & pressure wash) | \$900.00 |
| • Pool Closing 2023 | \$500.00 |

Service shall include the following:

- Pool Opening – removing cover/storing cover, fill, install deck equipment and start equipment.
- Pool Closing – draining pool, blowing out lines and plugging, installing cover.
- Testing water for proper balance using Taylor Test Kit and Langelier Saturation Index
 - Addition of required chemicals to maintain proper water balance to health code standards
 - Check water temperature and adjust if necessary
 - Record water chemistry and maintain log
- Remove visible dirt and debris from water and equipment
 - Skim water surface to remove floating debris
 - Scrub and clean waterline tile as needed
 - Clean skimmer basket(s) and pump basket(s) each visit
 - Daily backwashing
 - Daily vacuum and brush
 - Not to exceed the amount of \$7,000 for chemicals unless approved by the property
- Add water as required to maintain proper levels
- Inspect deck area and remove excessive debris
- Inspect equipment for proper operation including pump(s), heater(s), filter(s), chemical feeder(s), plumbing and safety equipment

Additional costs:

- Chemicals, supplies, and repairs are extra costs and will be billed at our current rates.
- Chemicals and supplies will be delivered as needed. Every body of water is different and the amount of chemicals needed for proper maintenance varies greatly between bodies of water. Chemical rates can change throughout the season. We are continuously monitoring our pricing to supply you with the best product at the best price available.
- Acceptance of this contract approves any necessary minor repairs (under \$500.00) to be completed as needed. All major repairs (over \$500.00) will be presented in the form of an estimate for approval before any work is started.
- All repairs to the pool be performed exclusively by Contractor for the duration of the Agreement.

- Our current labor rate for repairs is \$95.00 per hour.
- Additional charges for excessive debris due to events, misuse, or weather. If at any time, during a regular service visit, cleaning requires Contractor to be onsite for more than 45 minutes additional time will be charged at our current labor rate of \$95.00 per hour in 15-minute increments.

District responsibilities:

- If a locked gate is used, we require coded lock boxes for keys or to have a code on file with our office. Contractor will provide the use of a coded lock box upon request. Contractor will not manage keys. If a gate is locked and Contractor cannot access your pool, the District is still liable for the visit. This applies if the code is changed without notification.

Services not provided:

- Repairs to fences, decking, gates and/or doors, buildings, storage sheds, furniture, or locks. Landscaping, weeding, pruning, planting, cutting or watering of planters, bushes or trees. Cleaning or arranging deck furniture or emptying trash cans in pool area unless specified in this contract. Regulating usage or maximum bather load, life guarding, security, etc.

Scheduling:

- Requests to schedule additional cleanings, repairs, openings and closings must be directed to the office either by phone or email. Priority scheduling is given to customers with a current agreement.

**FIRST AMENDMENT TO
INDEPENDENT CONTRACTOR AGREEMENT**
(Clubhouse Cleaning Services)

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Amendment**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE HELPING HAND, LTD., a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement, dated June 22, 2022 (the “**Agreement**”); and

WHEREAS, the Parties desire to amend certain provisions regarding the Scope of Services and Compensation Schedule as set forth in Exhibit A of the Agreement.

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

TERMS AND CONDITIONS

1. Amendment to Scope of Services/Compensation Schedule. The Parties hereby amend and restate in its entirety the Scope of Services/Compensation Schedule set forth in Exhibit A of the Agreement with the Scope of Services/Compensation Schedule set forth in **Addendum 1** attached hereto and incorporated by reference.
2. Prior Provisions Effective. Except as specially amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. Counterpart Execution. This First Amendment 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 of this First Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Amendment.

[Signature Pages Follow.]

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to First Amendment to Independent Contractor Agreement for
Clubhouse Cleaning Services with Leyden Rock Metropolitan District,
Dated November 15, 2022*

CONTRACTOR:
THE HELPING HAND, LTD., a Colorado
limited liability company

Printed Name

Title

*Contractor's Signature Page to First Amendment to Independent Contractor Agreement for
Clubhouse Cleaning Services with Leyden Rock Metropolitan District,
Dated November 15, 2022*

Addendum 1

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Leyden Rock Janitorial Services							
Scope: - 2x's week year round for clubhouse cleaning (Monday + Friday) - 7 x's week pool restrooms, grill, trash removal on Sunday, Tuesday, and Friday (May-September)							
Month	# of Cleanings for Clubhouse	Base Cost for Clubhouse	# of cleaning for pool area	Base Cost for Pool Season	Additional Cost for Pool Restrooms, Grill Area, Deck Trash (cost per cleaning \$70)	Deep Cleaning prior to pool (May 26, 2023)	Month Total
Jan-23	9	\$200.00			\$0.00		\$1,800.00
Feb-23	8	\$200.00			\$0.00		\$1,600.00
Mar-23	9	\$200.00			\$0.00		\$1,800.00
Apr-23	8	\$200.00			\$0.00		\$1,600.00
May-23	9	\$200.00	6	\$75.00	\$450.00	\$100.00	\$2,365.00
Jun-23	9	\$200.00	30	\$75.00	\$2,250.00		\$4,050.00
Jul-23	9	\$200.00	31	\$75.00	\$2,325.00		\$4,125.00
Aug-23	8	\$200.00	31	\$75.00	\$2,325.00		\$3,925.00
Sep-23	9	\$200.00	4	\$75.00	\$300.00		\$2,100.00
Oct-23	9	\$200.00			\$0.00		\$1,800.00
Nov-23	8	\$200.00			\$0.00		\$1,600.00
Dec-23	9	\$200.00			\$0.00		\$1,800.00
TOTALS		\$2,400.00			\$7,650.00		\$28,565.00

Fall/Winter/Spring Schedule: Monday & Friday's from January 1st-Memorial Day and Labor Day-December 31st

POOL SEASON: Sunday, Tuesday, and Friday from Memorial Day until Labor Day week

POOL SEASON: Memorial Day Weekend (5/26/2023) until Labor Day week (9/4/2023) (7 days a week due to Covid-19)

**EIGHTH AMENDMENT
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Noxious Weed and Prairie Dog Pest Control Services)**

This EIGHTH AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Eighth Amendment**”) is entered into the 15th day of November, 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and C.R. DOTTERER, INC. d/b/a WEED WRANGLERS, a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the District and Contractor are parties to that certain Independent Contractor Agreement, dated May 1, 2017, as amended by the First Amendment to Independent Contractor Agreement, dated December 4, 2017, the Second Amendment to Independent Contractor Agreement, effective January 1, 2018, the Third Amendment to Independent Contractor Agreement, effective January 1, 2019, the Fourth Amendment to Independent Contractor Agreement, dated January 7, 2019, the Fifth Amendment to Independent Contractor Agreement, effective January 1, 2020, the Sixth Amendment to Independent Contractor Agreement, effective January 1, 2021 and the Seventh Amendment to Independent Contractor Agreement, effective January 1, 2022 (collectively, the “**Agreement**”). Capitalized terms used herein shall have the meanings given them in the Agreement.

WHEREAS, on July 16, 2019, the Contractor changed its name from WEED WRANGLERS, INC. to C.R. DOTTERER, INC. d/b/a WEED WRANGLERS.

WHEREAS, the Parties desire to further amend certain provisions regarding the Services and compensation for the Services as set forth in Exhibit A of the Agreement and to extend the Agreement’s termination date by one (1) year to December 31, 2023.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. Amendment to Compensation Schedule/Scope of Services. The Parties hereby amend those certain provisions regarding the Services and compensation for the Services, as such provisions are set forth in Exhibit A to the Agreement with the Services and the compensation provisions set forth in **Addendum 8**, attached hereto and incorporated herein by this reference.

1. Amendment to Term/Renewal. The Parties hereby amend and restate in its entirety Paragraph 2 of the Agreement as follows: “This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2023.”

2. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. This Eighth Amendment shall be effective on January 1, 2023.

3. Counterpart Execution. This Eighth Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Eighth Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Eighth Amendment.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Eighth Amendment as of the date set forth below. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Eighth Amendment.

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

By: _____
Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to Eighth Amendment to Independent Contractor Agreement for Noxious Weed Control Services with Leyden Rock Metropolitan District, dated November 15, 2022

**C.R. DOTTERER, INC. d/b/a WEED
WRANGLERS, a Colorado corporation**

By: _____
Its: _____

*Contractor's Signature Page to Eighth Amendment to Independent Contractor Agreement for
Noxious Weed Control Services with Leyden Rock Metropolitan District,
dated November 15, 2022*

ADDENDUM 8

2023 pricing for herbicide application will be:

- \$132/man hour for labor and equipment; and
- \$68/sprayed acre for materials.

The total budget to provide weed management for the defined areas will **not exceed \$73,500**, which we anticipate will be equally divided over seven months beginning mid-March and ending mid-October. The exact distribution of services may vary due to weather conditions, especially early and late in the season.

The budget for prairie dog control for 2023 will be:

- \$4,500 in January/February; and
- \$4,500 in late fall.

Herbicide application will be provided several days each month. Information on application dates, areas treated, and products applied will be provided upon request. Yellow “pesticide applied” flags will be posted as law requires. Invoices will be submitted monthly.

Pesticide applicator certifications and certificates of insurance are attached.

You save \$130

1X A YEAR - FULL CLEAN

Includes meticulously cleaning all main building and tower windows, pressure washing both upper patios in main building including high dusting of ceiling/light fixtures, bird dropping and cobweb removal, surface cleaning all walkways, and surface cleaning both pool area decks with gum removal. Price per visit

Window Cleaning Silver Sensation	\$345
Concrete Patio Cleaning & Sealing Clean	\$1,750
Deck Cleaning Deck Cleaning	\$225
Sidewalk and Walkways Cleaning Clean	\$500
High Tower Exterior Window Cleaning	\$295
Original	\$3,115
Bundle Price	\$2,985

You save \$260

2X A YEAR - FULL CLEAN

Includes meticulously cleaning all main building and tower windows, pressure washing both upper patios in main building including high dusting of ceiling/light fixtures, bird dropping and cobweb removal, surface cleaning all walkways, and surface cleaning both pool area decks with gum removal. Price per visit

Sidewalk and Walkways Cleaning Clean	\$500
Deck Cleaning Deck Cleaning	\$225
High Tower Exterior Window Cleaning	\$295
Window Cleaning Silver Sensation	\$345
Concrete Patio Cleaning & Sealing Clean	\$1,750
Original	\$3,115
Bundle Price	\$2,856

JOB SPECS

BUILDING SPECS

What type of project is this?:	Commercial
Plus a Basement?:	no
Last edited:	11/2/2022 5:15:48 AM

WINDOW CLEANING

Do any of your windows require a ladder to reach?:

Do any of your windows or shower doors have hard water stains?:

CONCRETE PATIO CLEANING & SEALING

Patio furniture

Would you like us to move your patio furniture?:	no
Would you like us to rinse your patio furniture?:	no

If you'd like sealing, what finish would you like? Select 'no finish' for cleaning only :



October 12, 2022

WORK ORDER #90934

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

Mailbox Cobble Enhancement

Scope to include: Removal of debris, grading area, installation of weed barrier and installation of white 2-4" cobble at Mailbox kiosk at 83rd and Yucca.

Sale	\$1,433.75
Sales Tax	\$0.00
Total	\$1,433.75

**LEYDEN ROCK METROPOLITAN DISTRICT
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
Cobble work	\$0.00	\$1,433.75
	\$0.00	\$1,433.75

**LEYDEN ROCK METROPOLITAN DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2023)**

WHEREAS, Leyden Rock Metropolitan District (the “**District**”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of Jefferson, Colorado (the “**County**”) and is located entirely within the City of Arvada, Colorado; and

WHEREAS, the Board of Directors (the “**Board**”) of the District has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board directs the District’s legal counsel to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with §32-1-306, C.R.S.

2. The Board directs the District’s legal counsel to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number, and business address of the District, as required by §32-1-104(2), C.R.S.

3. The Board directs the District’s legal counsel to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with §29-1-205, C.R.S.

4. The Board directs the District’s accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§11-58-101, et seq., C.R.S.

5. The Board directs the District’s accountant to: (a) obtain proposals for auditors to be presented to the Board; (b) cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by §29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with §29-1-604, C.R.S.

6. The Board directs the District’s legal counsel, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District the District’s audit report or a copy of its application for exemption from audit in accordance with §29-1-606(7), C.R.S.

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15th, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs legal counsel to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, and legal counsel file the budget, budget resolution and budget message with the Division on or before January 30th, all in accordance with §§29-1-101, et seq., C.R.S.

8. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, Manager, and the Board when expenditures are expected to exceed appropriated amounts, and directs legal counsel to prepare all budget amendment resolutions and directs legal counsel to schedule a public hearing on a proposed budget amendment and to post or publish notices thereof and to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§29-1-101, et seq., C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs legal counsel to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with §39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with §32-1-103(15), C.R.S.

12. The Board determines that each director shall not receive compensation for their services as directors subject to the limitations set forth in §§32-1-902(3)(a)(I) & (II), C.R.S.

13. The District hereby acknowledges, in accordance with §32-1-902, C.R.S., the following officers for the District:

Chairman/President:	Brett Vernon
Treasurer:	Jeff Cunningham
Secretary:	Scott J. Plummer
Assistant Secretary:	Christian Ardita
Assistant Secretary:	Tanis Batsel Stewart
Recording Secretary:	Legal Counsel

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with §32-1-902(3)(b) and §18-8-308, C.R.S. Written disclosures provided by Board

members required to be filed with the governing body in accordance with §18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections, or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under §24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints legal counsel as the official custodian for the maintenance, care, and keeping of all public records of the District, in accordance with §§24-72-202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, manager, and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. The Board directs the District's Manager to post notice of all regular and special meetings in accordance with §32-1-903(2) and §24-6-402(2)(c), C.R.S. The Board hereby designates <https://leydenrocklife.com/> as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, the Leyden Rock Clubhouse located at 17685 W. 83rd Drive, Arvada, CO as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs legal counsel to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to §24-32-116, C.R.S.

18. The Board determines to hold regular meetings on the third Tuesday of every month at 6:00 p.m., and by telephone, electronic, or other means not including physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

19. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in §24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in §1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§1-13.5-1101, et seq., C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in §1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, as the Designated Election Official (the "DEO") of the District for any elections

called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with §1-13.5-513, C.R.S.

22. In accordance with §1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to §32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with §32-1-1604, C.R.S.

24. Pursuant to the authority set forth in §24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, [assigned paralegal] of the law firm of White Bear Ankele Tanaka & Waldron, Attorneys at Law, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

25. The Board directs legal counsel to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with §§32-1-1101.5(1.5) and (2), C.R.S.

26. The Board directs legal counsel to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder, and any interested parties entitled to notice pursuant to §32-1-204(1), C.R.S., an annual report in accordance with §32-1-207(3)(c), C.R.S.

27. The Board directs legal counsel to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§24-10-115, et seq., C.R.S. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees, and insurance premiums, as applicable, in a timely manner. The Board appoints legal counsel to designate the proxy for the SDA Annual meeting for voting and quorum purposes.

28. The Board hereby opts to include elected or appointed officials as employees within the meaning of §8-40-202(1)(a)(I)(A), C.R.S., and hereby directs legal counsel to obtain workers' compensation coverage for the District.

29. The Board hereby directs legal counsel to prepare the disclosure notice required by §32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: <https://leydenrocklife.com/>.

30. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by §32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

31. In accordance with §38-35-109.5(2), C.R.S., the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

32. The Board hereby affirms the adoption of the corporate seal in substantially the form appearing on the signature page of this resolution in accordance with §32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any District resolution, proceeding or other document to "affix" the District seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction, or inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use in accordance with the authority provided by §24-71.3-118, C.R.S.

33. The Board directs the District's Accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

34. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

ADOPTED NOVEMBER 15, 2022.

(SEAL)

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on Tuesday, November 15, 2022, via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this ___ day of _____, 2022.

Signature

Printed Name

**RESOLUTION OF BOARD OF DIRECTORS
CALLING ELECTION**

LEYDEN ROCK METROPOLITAN DISTRICT

§§ 32-1-804, 1-1-111(2), 1-13.5-1103(1), and 1-13.5-513(1), C.R.S.

: At a meeting of the Board of Directors (the “**Board**”) of the Leyden Rock Metropolitan District (the “**District**”), it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within Jefferson County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 2, 2023, for the purpose of electing directors and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto, and shall also comply with Article X, § 20 of the Colorado Constitution (“**TABOR**”), as necessary; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-13.5-513(1), C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors. The Election shall be conducted as an independent mail ballot election in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S.

2. The Board names Ashley B. Frisbie as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election.

3. Without limiting the foregoing, the following specific determinations also are made:
 - a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.
 - b. The Board hereby determines that: in addition to emailing to each registered elector at the email address provided by the county, or if no email is provided, by mailing to the household of each registered elector, notice of the call for nominations will be provided by **OPTIONS:** [1) publication; or 2) newsletter, annual report or other mailing to the eligible electors of the District; or 3) posting on the District's website; or, if applicable, 4) for Districts with fewer than 1,000 electors, contained within a county of less than 30,000 people, posting at 3 public places and in the office of the clerk and recorder.]
 - c. The Board hereby directs general counsel to the District to oversee the general conduct of the Election and authorizes the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election, including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election, including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.

4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.

5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.

6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.

7. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

[Remainder of Page Intentionally Left Blank]

ADOPTED THIS 15TH DAY OF NOVEMBER, 2022.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature Page to Resolution Calling Election