

**LEYDEN ROCK METROPOLITAN DISTRICT**  
**REGULAR MEETING**

via teleconference

Tuesday, March 21, 2023 at 6:00 P.M.

<https://leydenrocklife.com/>

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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

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

Join Zoom Meeting

<https://us06web.zoom.us/j/88169711850?pwd=MVBaYlFOUjltQWQzMlFhbnRlUkZuQT09>

Meeting ID: 881 6971 1850

Passcode: 983761

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

**NOTICE OF REGULAR MEETING AND AGENDA**

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
  - a. Approval of Minutes from February 21, 2023 Regular Meeting (**enclosure**)
  - b. Approval of Minutes from March 7, 2023 Special Meeting (**enclosure**)
  - c. Approval of Contract with Equalized Productions, LLC for Santa Clause (**enclosure**)
  - d. Approval of Corrected September 20, 2022 Minutes (**enclosure**)
  - e. Approval of Corrected December 20, 2022 Minutes (**enclosure**)
  - f. Approval of Corrected February 7, 2023 Minutes (**enclosure**)
  - g. Ratification of Contract with Centerpoint Engineering (**enclosure**)
6. Financial Matters
  - a. Consider Approval of Payables/Financials (**enclosure**)
  - b. Other Financial Matters
7. District Management Matters
  - a. District Manager’s Report
  - b. Discuss and Consider Approval of Hosting a VSPC for the 2024 General Election
  - c. Discuss and Consider Approval of Update to Paint Guidelines
  - d. Other Management Matters

**2023 Regular Meetings**

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

8. Director's Matters
  - a. Other Director's Matters
9. Capital Projects Discussion
  - a. Discuss and Consider Approval of the Addition of Flower Pots at the Pool
  - b. Discuss and Consider Approval of Revisions to Entry Monuments and Medians
10. Legal Matters
  - a. Discuss Collections Services and Proposals (**enclosure**)
  - b. Discuss and Consider Approval of Candidate Statements and Candidate Forum (**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 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.
12. Executive Session - The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purpose of receiving legal advice as it relates to the Declaration and Covenants and nuisance complaints and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to the Declaration and Covenants and nuisance complaints.
13. Other Business
14. Adjourn

**2023 Regular Meetings**

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

MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, February 21, 2023 at 6:00 P.M. via  
Teleconference

**Attendance**

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

Brett Vernon  
Scott Plummer  
Jeff Cunningham  
Christian Ardita  
Tanis Batsel Stewart

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

**Call to Order**

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

**Conflict of Interest  
Disclosures**

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

**Agenda**

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

**Public Comment**

Lynn Reed Rockwood inquired about the prairie dogs in the District. Ms. Rockwood understands prairie dogs are an important component to the open space ecosystem, but she would like to revisit the population issue. Director Vernon noted the Board will take the matter under advisement. Mr. Ardita requested clarification as to the issue. Ms. Rockwood noted she inquired about this issue last year and did not hear a response. Director Vernon requested this issue be added to the next meeting agenda.

**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 January 17, 2023 Regular Meeting;
- Minutes from February 7 2023 Special Meeting.;
- Contract with Partners in CPR for CPR Class;
- Contract with Jane Yamuda for Caricature Art;
- Requisition No. 4 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021; and
- Contract with Divine Reconnections LLC for Sound Bath Class.

**Financial Matters**

Consider Approval of Payables/Financials

Mr. Fink presented the Financial Statements dated December 31, 2022, Schedule of Cash Position updated as of February 13, 2023 and the Claims in the amount of \$175,808.73. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Financial Statements, Schedule of Cash Position, and Claims subject to reclassification in the Special Revenue Fund.

Other Financial Matters

Mr. Fink noted he has received Requisition No. 5. The Board deferred action on Requisition No. 5 for the March 21, 2023 meeting.

**District Management Matters**

District Manager Report

Mr. Smith presented the Manger Report to the Board.

Consider Approval of

Ms. Call presented the Contract with Healthy Hub Vending to the

Contract with Healthy Board. Following discussion, upon a motion duly made and  
Hub Vending seconded, the Board unanimously approved the contract.

Discuss the Type of The Board discussed the alcohol types that may be served at the  
Alcohol to be Serviced at Derby Party. Mr. Smith noted that the District currently serves beer  
the Derby Party and wine for District events, but the lifestyle coordinator would like  
the District to serve hard liquor at the Derby Party. Mr. Smith noted  
that if the District determined to serve hard liquor at this party, a  
third-party vendor must provide those services. Directors Vernon,  
Cunningham, Batsel-Stewart, and Ardita are in support. Following  
discussion, upon a motion duly made and seconded, the Board  
unanimously approved the addition of hard liquor through a third-  
party vendor for the Derby Party.

Discuss Paint Palette The Board discussed the paint palette updates. Director Vernon  
Updates noted the documents in the meeting packet may not match the  
decision from the last meeting. Director Vernon noted that he  
believes the final decision was residents could not go outside the  
palette. No action was taken.

Discuss Potential Change The Board discussed the potential change to clubhouse rental hours.  
to Clubhouse Rental Mr. Smith recommended all rentals end at 11:00 p.m. for cleaning  
Hours and lockup by midnight. Ms. Call noted an ideal time would be  
10:00 p.m. Director Cunningham inquired about existing clubhouse  
rental contracts to midnight that could be grandfathered in.  
Following discussion, upon a motion duly made and seconded, the  
Board unanimously approved the Clubhouse rental hours to 10:00  
p.m. on weeknights and 11:00 p.m. on weekends.

Discuss and Consider Deferred.  
Approval of Proposal for  
Clubhouse Staining

Discuss and Consider Deferred.  
Approval of Proposal for  
Pool Plaster

Other Management None.  
Matters

### **Director's Matters**

Clubhouse Rentals Director Plummer inquired about the rental review process for  
events with alcohol where security services are being provided as  
required by the Policy. The Board engaged in discussion with Mr.

Smith and Ms. Call regarding the same. No action was taken.

Paint Palettes Director Plummer was approached by Behr paints, who offered to establish palettes and provide discounts to residents.

Swimming Lessons Director Ardita requested CCMC to continue to search for swim lesson vendors.

Keesen Snow Removal on Roads Director Cunningham inquired about resident concerns regarding Keesen's snow removal on the District's roads. Mr. Smith noted the answered the resident's questions regarding this matter.

Other Director's Matters None.

**Capital Projects Discussion**

Discuss and Consider Approval for the Addition of Flowerpots at the Pool Director Batsel-Stewart noted the Landscape Committee is working on this matter.

Discuss and Consider Approval of Electrician for Capital Improvement Projects Deferred.

Discuss Proposals from The Architerra Group regarding Monument Signs The Board reviewed the proposals from The Architerra Group regarding the Monument signs and requested that Mr. Smith work with The Architerra Group on design modifications. No action taken.

**Legal Matters**

Discussion and Consider Approval of Independent Contractor Agreement with Neighborly Fence Staining, LLC for Fence Staining Ms. Murphy presented the Independent Contractor Agreement with Neighborly Fence Staining, LLC for Fence Staining to the Board with the modifications requested by the contractor. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement with the modifications incorporated.

Other Legal Matters None.

**Executive Session** Upon Director Plummer's motion, Director Batsel Stewart's second,

and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 8:22 p.m. 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 pursuant to section 24-6-402(4)(b), C.R.S.

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

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

The Board reconvened regular session at 8:33 p.m.

The Board authorized legal counsel to negotiate 2022 year-end bonuses for CCMC's staff engaged with the District.

### **Executive Session**

Upon Director Vernon's motion, Director Ardita's second, followed by an affirmative vote of at least two-thirds of the quorum present, the Board entered into executive session at 8:35 p.m. for the purpose of receiving legal advice as it relates to Leyden Rock Agreement regarding the Jefferson Parkway 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 Leyden Rock Agreement regarding the Jefferson Parkway pursuant to section 24-6-402(4)(b), C.R.S.

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

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

The Board reconvened regular session at 8:43 p.m.

**Other Business**

Next Capital Projects meeting March 7<sup>th</sup> at 6:00 p.m.  
Next Board Meeting March 21<sup>st</sup> 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.

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Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 21<sup>st</sup> day of March, 2023.



MINUTES OF THE SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, March 7, 2023 at 6:00 P.M. via  
Teleconference

**Attendance**

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

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

No Directors were absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present: Ben Smith, District Manager.

**Call to Order**

It was noted that a quorum of the Board was present, and the meeting was called to order at 6:03 PM.

**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.

**Approval of Agenda**

The Board reviewed the agenda as presented. Following discussion,

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

**Public Comment**

None

**Capital Projects Discussion**

Mr. Smith led a discussion on various updates regarding the capital improvement projects.

Katie Cooley, Ascent Land Development, shared conceptual designs of the “String of Pearls,” which are the parcels of land under the power lines along 88<sup>th</sup> Drive.

Consider Approval of Independent Contractor Agreement with Front Range Asphalt Maintenance

Following discussion, upon a motion duly made and seconded, the Board unanimously approved the ICA with Front Range Asphalt Maintenance as presented.

**Director’s 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.

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Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 21st day of March, 2023.

**Attorney Statement:**

ATTORNEY STATEMENT  
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session at the regular meeting of Leyden Rock Metropolitan District convened at 8:22 p.m. on February 21, 2023 for the sole purpose of discussing 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 as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

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Megan J. Murphy, Esq.

**Attorney Statement:**

ATTORNEY STATEMENT  
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District. I attended the executive session at the regular meeting of Leyden Rock Metropolitan District convened at 8:35 p.m. on February 21, 2023 for the sole purpose of discussing Leyden Rock Agreement regarding the Jefferson Parkway 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 Leyden Rock Agreement regarding the Jefferson Parkway as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

## LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** Equalized Productions, LLC

**Title of Agreement/Contract:** Santa Claus Entertainment Services on December 8, 2023, December 9, 2023, and December 10, 2023

**Agreement/Contract Date:** March 8, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit A**  
Scope of Services/Compensation Schedule





5529 Gray Street  
Arvada, CO 80002  
720.639.6571

Please review, sign, and return agreement via email to: [lkistler@equalizedproductions.com](mailto:lkistler@equalizedproductions.com)

This Artist Agreement is between Equalized Productions, LLC ("Equalized") and DJP Enterprises ("Artist") is made on 12/14/2022 (date). Artist is holding itself available to perform entertainment at place and time set forth below. In return, Equalized will make payment to Artist in the amount and under the terms set forth below.

- 1. Performance Date(s): **12/08/2023, 12/09/2023, 12/10/2023**
- 2. Time(s): **12/08: 4:00 PM - 8:00 PM, 12/09: 2:00 PM - 6:00 PM, 12/10: 2:00 PM - 6:00 PM**
- 3. Location: **Leyden Rock 17685 W. 83rd Drive. Arvada, CO 80007**
- 4. Entertainment Requested: **12 hours of Santa and Mrs. Claus + throne + backdrop**
- 5. Compensation/terms: **\$3480 (\$225 x 12 + \$35 x 3 + \$25 x 3)**

Terms & Conditions:

6. Artist agrees to provide entertainment described above. Equalized has sole and exclusive control over the production including scheduling, rescheduling, venue, limitations, rules, and other matters. Artist shall have sole and exclusive responsibility for and control over the means and methods of performing the entertainment.

7. In the event that the performance date(s) change due to inclement weather, unforeseen technical issues, Acts of God, or any other reason, the Artist agrees to reschedule to a mutually agreeable date and time. The compensation terms shall remain the same for any rescheduled performances.

8. Equalized may cancel this Agreement at any time prior to the entertainment being fully performed. If Equalized cancels this contract within forty-eight (48) hours of a performance date, then Artist may submit proof of its reasonable expenses already incurred related to that performance date prior to the cancellation notice. Equalized will pay such reasonable expenses. If Equalized cancels this Agreement after the Artist has already arrived at the physical location where the entertainment is to be performed and the Artist is ready, willing, and able to so perform, then Equalized shall still pay the Artist the compensation for that particular performance regardless of the cancellation.

9. Artist agrees that due to the worldwide pandemic Covid-19 that they will adhere to all recommendations and rules by the venue owner, local, state, or federal government related to the pandemic. Among other things, Artist shall (1) socially distance all individuals related to Artist's performance and (2) wear face masks in between sets and when in transport vehicle. Equalized can provide freshly laundered cloth masks and gloves upon request and will have available hand sanitizer and disinfecting wipes to ensure high touch areas are cleaned appropriately.

10. Artist's sole and exclusive compensation for the entertainment shall be the compensation detailed above. Artist has no interest or right to any other amounts, including but not limited to fees paid by the venue or ticket sales.

11. Any dispute related to this Agreement shall, upon Equalized's request, be resolved by binding arbitration with the American Arbitration Association. This Agreement shall be governed solely by Colorado law and venue for any disputes related to this agreement shall be solely in Colorado.

12. The relationship between the Parties is that of independent contractors. Nothing in this Agreement is intended to or does create an employment, joint venture, or any other kind of business relationship.

13. Artist agrees to continue to be bound by the terms of the Hold Harmless rider, signed by Artist on 01/18/2022, and the Statement of Independent Contractor Status, signed by Artist on 01/18/2022.

Equalized Productions, LLC  
5529 Gray Street  
Arvada, CO 80002  
720-639-6571

ARTIST: **DJP Enterprises**

Phone:

Equalized Productions, LLC: Liz Kistler 

ARTIST Representative: Julie Payne 

Date: 12/14/2022

Date: 2/14/2023

Make check payable to: DJP Enterprises



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2022

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

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

<b>PRODUCER</b> Blue Sky Insurance Consultants, LLC 5610 Ward Rd ste 300 Arvada CO 80002	<b>CONTACT NAME:</b> Luke Spaw <b>PHONE (A/C, No, Ext):</b> 303-647-5440 <b>E-MAIL ADDRESS:</b> Luke@bskyinsurance.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Equalized Productions PO Box 745519 Arvada CO 80006	<b>INSURER A :</b> RT SPECIALTY	
	<b>INSURER B :</b> PINNACOL	
	<b>INSURER C :</b> GUARD	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

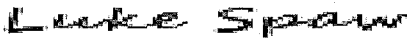
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	CPS7554089	04/05/2022	04/05/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
OTHER:								\$	
C	<b>AUTOMOBILE LIABILITY</b>	Y	Y	EQUAU298534	09/25/2021	09/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			XBS0157706	04/05/2022	04/05/2023	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE							\$	
DED RETENTION \$								\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	XWS58049037	05/22/2022	05/22/2023	PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N		
	<input checked="" type="checkbox"/> Y							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	Inland Marine			BMO58721088	04/05/2022	04/05/2023	Rented Equipment	\$21,000	
							Deductible	\$500	

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

**CERTIFICATE HOLDER****CANCELLATION**

Leyden Rock Metro District  8360 E Via de Ventura Blvd Suite L Scottsdale CO 85258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Equalized Productions, LLC</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>PO Box 745519</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Arvada, CO 80006</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
2	0	-	4	0	7	8	8	6	1

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**

Signature of U.S. person ▶

Date ▶ 09/15/2021

## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

CORRECTED MINUTES OF THE SPECIAL  
MEETING OF THE BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, September 20, 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 Plummer  
Jeff Cunningham  
Christian Ardita  
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.

### **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 August 23, 2022 Special Meeting;
- Minutes from September 11, 2022 Special Meeting;
- Contract with Diann Smith d/b/a The Smithstonians for September 17, 2022;
- Contract with Sherri MacLean d/b/a Fantastic Facepainting for September 24, 2022;
- Contract with Master Events & Gamin LLC d/b/a Casino Party USA for October 8, 2022; and
- Contract with Equalized Productions, LLC for December 9, 2022 and December 11, 2022

### **Public Comment**

Director Ardita thanked Director Vernon for participating in the City Council meeting for emergency exits.

### **Committee Reports**

Landscape Committee Report

Director Batsel-Stewart reported a bid to plant twelve trees is roughly \$5,600 without a warranty; a one-year warranty costs an additional \$1,600. The Landscape Committee is currently waiting on a response from Xcel in regards to their powerline easement to determine acceptable tree heights to plant.

### **Director Matters**

None.

### **Financial Matters**

Consider Approval of Schedule of Cash Position and Claims

Mr. Fink presented the Schedule of Cash Position updated as of September 15, 2022. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Schedule of Cash Position.

Mr. Fink presented the Claims to the Board in the amount of \$14,988.16. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Claims.

### **District Management Matters**

District Manager Report	Mr. Smith presented the Report to the Board.  Director Plummer requested Weed Wranglers provide notice for where they plan to spray in the community. Mr. Smith will inquire.
Discussion Regarding Bond Proceed Project Payments	Mr. Smith inquired about a process to approve bond proceed project payments as opposed to payments from the operations fund. Director Vernon asked for a schedule to be presented at each board meeting showing which items are eligible.
Consider Approval of Pool Fob Access Proposal	Mr. Smith presented to the Board the Pool Fob Access Proposal. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal to be paid from the Project Fund.
Consider Approval of Snow Removal Proposal	Mr. Smith presented to the Board the Snow Removal Proposal. Following discussion, upon a motion duly made and seconded, the Board approved the proposal.
Discussion Regarding Patios Home HOA Paint Process	Mr. Smith presented to the Board. The HOAs within the District have more restrictive paint schemes and would like to meet with the District to discuss the review process.
Discussion Regarding Resident Access to Open Space	Mr. Smith presented to the Board. A resident of the District requested access to their backyard through the open space for a large construction project. The Board engaged in discussion and determined to not grant access.
Consider Approval of 2023 Community Sponsorship Program	Deferred.
Consider Approval of Additional Fence Line Mow	Mr. Smith presented to the Board. The City of Arvada Fire Department recommends another fence line mow. This would cost roughly \$15,000 and the funds are available in the budget. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the additional fence line mow.
Discussion Regarding Trash Enclosure at the Clubhouse	Mr. Smith presented to the Board. CCMC met with Republic regarding cost to change six bins to two dumpsters in the Clubhouse trash enclosure, which would require a new enclosure. Republic will provide a new proposal.

Discussion Regarding Mr. Smith presented to the Board. Director Vernon inquired about  
Capital Projects having residents discuss a vision for trails to bring in community  
involvement.

Discussion of Project Mr. Smith presented to the Board the proposal from Ascent Land  
Management Proposal Development. The Board engaged in discussion regarding the  
proposal. Ms. Cooley will provide deadlines in regards to  
the entrance monuments, rumination of mudflood, and parcels of  
land on 88<sup>th</sup> underneath the powerlines. No action taken.

Discussion Regarding None.  
Management of  
Improvements and Progress  
by Architerra

Other Management Matters None.

### **Legal Matters**

Other Legal Matters None.

Executive Session Upon motion of Director Vernon, seconded by Director  
Plummer, and upon an affirmative vote of at least two-thirds of  
the quorum present, the Board convened in executive session at  
7:46 P.M. to conference with an attorney for the District for the  
purposes of receiving legal advice regarding Amended Notice,  
Claim, and Summons to Appear for Trial entitled Kostner,  
Michelle and Russell v. Leyden Rock Metro District, filed on  
September 8, 2022.

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

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

The Board reconvened in regular session at 8:08 p.m.

**Other Business**

Next meeting October 18<sup>th</sup> 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.

*Scott J Plummer*

[Scott J Plummer \(Oct 25, 2022 19:46 MDT\)](#)

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Secretary for the Meeting

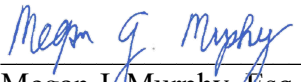
The foregoing minutes were approved by the Board of Directors on the 18<sup>th</sup> day of October, 2022.



**Attorney Statement:**

ATTORNEY STATEMENT  
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session at the regular meeting of Leyden Rock Metropolitan District convened at 7:46 p.m. on September 20, 2022 for the sole purpose to conference with an attorney for the District for the purposes of receiving legal advice regarding Amended Notice, Claim, and Summons to Appear for Trial entitled Kostner, Michelle and Russell v. Leyden Rock Metro District, filed on September 8, 2022. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

  
\_\_\_\_\_  
Megan J. Murphy, Esq.

CORRECTED MINUTES OF THE REGULAR  
MEETING OF THE BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, December 20, 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  
Tanis Batsel-Stewart

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager, Katie Call, CCMC; Ron Hill, David Luongo, and Carlo Donzelli.

**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**

None.

**Consider Approval of Minutes from November 15, 2022 Regular Meeting**

Mr. Murphy presented the November 15, 2022 minutes to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the minutes.

**District Management Matters**

Consider Approval of the District Fence Stain Proposal from David Luongo

Mr. Luongo presented the District Fence Stain Proposal to the Board and confirmed the price per year is fixed through 2027. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal and directed legal counsel to draft a contract.

Consider Approval of Adding Antennas to 3 Irrigation Controllers

Mr. Smith presented the Antennal Installation Proposal to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Consider Approval of the 2023 HVAC Preventative Maintenance Proposal from Timberline

Mr. Smith presented the Timberline 2023 HVAC Preventative Maintenance Proposal to the Board. Following discussion, upon a motion duly made, the Board unanimously approved the proposal and directed legal counsel to draft a contract.

Discus the Sale of the Existing Speaker System

Mr. Smith engaged in discussion with the Board regarding the sale of the existing speaker system. Mr. Smith will inquire about fair market value of the system from Party Pro DJ and Equalized Productions. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the sale subject to Director Ardita's review of the final number.

Discussion of the Trash Enclosure and Parking Lot Concrete

Ms. Call engaged in discussion with the Board regarding the trash enclosure and parking lot concrete. The Board discussed modifying the existing trash structure and changing the parking lot from asphalt to concrete for the trash truck to be able to access the bins. Mr. Smith noted that power could be added to this area to light the trash enclosure. The Board discussed entering into an agreement with Allied Waste to split the cost of the concrete for the trash enclosure. The Board discussed the proposals received for parking lot concrete. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the electrical work, modifying the trash enclosure, including splitting the cost with Allied Waste for an amount not to exceed \$14,381.50, and adding

concrete to the parking lot, including approval of the proposal from Front Range Asphalt Maintenance LLC and directed legal counsel to draft the contracts needed.

Other Management Matters None.

**Director Matters** None.

**Capital Projects Discussion**

Discuss and Consider Approval of Pool Shade Structures Mr. Smith engaged in discussion with the Board regarding Pool Shade Structures Proposal. Mr. Smith noted this project was publicly bid and no responses were received. The current proposal does not include electrical work which is required for the new shelter. Director Plummer noted the current proposal does not include the removal of the fabric covers each winter which is provided by the contractor. Director Vernon requested that Mr. Smith contact the vendor's references to verify the vendor's reputation. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal subject to receipt of positive references and directed legal counsel to draft the contracts needed.

Discuss and Consider Approval of New Pool Furniture Mr. Smith presented the Proposal for New Pool Furniture to the Board. The Board inquired about the cost of replacing the fabric, the cost to recycle and sell to another government entity the existing pool furniture, and the vendor's reputation. Mr. Smith noted that other communities recommended this vendor. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal and directed legal counsel to draft the contract.

Director Vernon's Workshop Items Director Vernon noted that the City of Arvada would like to review and approve all proposed improvements in the community. Director Batsel Stewart and Director Plummer noted that the City is asking for community studies and additional review beyond permit process. Director Vernon noted that we need a better understanding of what community engagement looks like from the City's perspective.

Ms. Murphy will request more information from the City attorney's office in regards to community involvement.

Director Vernon engaged in discussion with the Board regarding mud flow issues and flood remediation issues. Director Batsel

Stewart noted that are issues in Filing 5 which are causing damage to homes. Ms. Murphy to review Hall Contacting proposal and discuss with Ms. Cooley regarding multiple property owners and drainage issues.

Director Cunningham, Director Vernon, and Ms. Cooley will have a meeting to discuss trail improvements with the City of Arvada.

Director Vernon noted that Ms. Cooley is obtaining new proposals for entrance enhancements from Architerra.

Director Plummer requested regular updates from Ascent Land Development.

Director Vernon noted that the City of Arvada is not interested in assisting with additional fire exits for the community.

Director Vernon noted that the AV project in the clubhouse is moving forward. Equalized Productions provided and updated proposal and Ms. Murphy is reviewing. Director Plummer inquired about drywall repairs and Mr. Smith noted there would not be much damage to the drywall and repairs could be made by Buddy Holley.

Director Vernon is inquiring about the installation of a temporary ice rink on District property. Director Ardita noted there is a lot of maintenance for an ice rink.

Director Plummer noted that he found more information on ore carts from a company in California.

The Board engaged in discussion regarding mailbox enhancements. The Board determined the project is cost prohibitive, and therefore, the Board is not moving forward with the project unless there are additional funds.

## **Other Business**

Consider Approval of Requisition No. 1 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvements Bonds, Series 2021

Ms. Murphy presented Requisition No. 1 to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the requisition.

Discuss 2023 Regular Meeting Schedule (March 21, 2023, November 21, 2023, and December 19, 2023)

The Board engaged in discussion regarding the regular meeting schedule. The Board determined to keep these meetings on the regular meeting schedule.

**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.

*Scott J Plummer*  
Scott J Plummer (Jan 25, 2023 12:05 MST)

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Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 17<sup>th</sup> day of January, 2023.

CORRECTED MINUTES OF THE SPECIAL  
MEETING OF THE BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, February 7, 2023 at 6:00 P.M. via  
Teleconference

**Attendance**

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

Brett Vernon  
Scott Plummer  
Jeff Cunningham  
Christian Ardita  
Tanis Batsel Stewart

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Ben Smith, District Manager, John Firouzi, City of Arvada; Katie Cooley, Ascent Land Development; and members of the public.

**Call to Order**

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

**Conflict of Interest  
Disclosures**

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

**Agenda**

The Board reviewed the agenda. Following discussion, upon a motion

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

**Public Comment** None.

**Capital Projects Discussion**

Discussion Regarding Emergency/Fire Exits Director Vernon engaged in discussion with the Board regarding emergency/fire exits. He noted that he is continuing to work with the City of Arvada on the exits.

DRCOG Regional Plan Mr. Firouzi presented the latest DRCOG regional plan for improvements to the Board. Mr. Firouzi presented a proposal for a study regarding emergency preparedness for Leyden Rock subdivision and surrounding neighborhoods. Mr. Firouzi noted the study would cost the City of Arvada (the “City”) approximately \$50,000. The Board expressed support for moving forward with the study. Director Plummer expressed concerns that the study includes subdivisions other than the Leyden Rock subdivision. Director Cunningham expressed concerns that the study will not lead to the construction of improvements. Mr. Firouzi noted that the study could result in a grant application or funding opportunities with the City or Jefferson County that might not be known at this time. Following discussion, upon a motion duly made and seconded, the board unanimously expressed support for the City of Arvada to move forward with the study with the understanding that the City will pay the study’s cost.

Discussion Regarding the Proposed Community Improvement Map Ms. Cooley provided an update to the Board regarding the proposed community improvement map. Ms. Cooley noted she met with Architerra regarding the community improvement map and potential capital improvement projects. Ms. Cooley noted she is working on a budget for improvements at each site. She noted that the landscape beautification projects might be able to be categorized as landscape maintenance improvements, which would not be required to go through the City for approval. Director Plummer asked to see numbers for Westridge Park, Westridge Hill, and the entrances. Ms. Cooley noted she was instructed to hold on these projects.

Discussion Regarding Major Vistas The Board engaged in discussion regarding Major Vistas and determined the following:

Site #15.5	Have as a separate project. The residents requested more amenities in this area. Ms. Cooley noted that nothing vertical will be allowed due to
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	the powerlines. The Board proposed a number of landscape improvements in this area.
Site #16	This area will receive a gazebo or shades structure with benches or tables
Site #32	Ms. Cooley to engage with adjacent homeowners regarding what type of improvements make sense in this area.
Site #33	This area is confirmed as Major Vista with horseshoe pit.
Site #20.5	The area changed names from “Major Vista” to “Trailhead.”
Site #22	This area is a flood improvement area and will receive a bike repair station.
Site #19	This area is confirmed as Major Vista and will receive a gazebo, bench, table, etc.
Site #28	This area is a flood improvement area, which may be relocated to the other side of the road, and will receive benches with a shade sail and bike repair station.
Site #5	Director Ardita asked for this area to be added to the list.

Mr. Smith to provide an update on bench styles for the community at the next meeting.

Director Cunningham noted that he is waiting on documents from the City for the existing trail system.

Director Batsel-Stewart noted that she is looking into planters around the pool with self-watering features.

Director Plummer noted that residents have requested a clock for the pool to time laps. He will send proposals to Mr. Smith.

Mr. Smith noted that the new pool furniture will be delivered on February 8<sup>th</sup>.

Mr. Smith noted there are projects at the pool that will require an electrician and are seeking bids for projects.

**Director’s Matters**

Discussion City Matters Regarding Director Vernon requested that Mr. Firouzi return for more community meetings. Director Vernon would also like the new police commander, Mr. Kellog, and the Arvada Fire Department to

attend a meeting.

Discussion Regarding Director Plummer noted that he is speaking with the Deputy  
Property Values Assessor about attending a meeting to provide information regarding  
property values.

Other Director's Matters None.

**Other Business** Next Board Meeting February 21<sup>st</sup> 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.

*Scott J Plummer*

Scott J Plummer (Mar 2, 2023 15:23 MST)

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Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on  
the 21<sup>st</sup> day of February 2023.

## LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

**Name of Contractor/Provider/Consultant:** Centerpoint Engineering

**Title of Agreement/Contract:** Professional Consulting Services

**Agreement/Contract Date:** March 9, 2023

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

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

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

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

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

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

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

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

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

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

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

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

and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

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

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

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

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

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

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

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

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



1626 Cole Blvd, Suite 125  
Lakewood, CO 80401  
T 303.670.4111  
CenterPoint-eng.com

March 6, 2022

Ms. Katie Call  
Leyden Rock Metropolitan District  
17685 W 83rd Dr  
Arvada, Colorado 80007

RE: Letter Agreement for Professional Consulting Services  
**Leyden Rock Mapping – Arvada, CO**

Dear Ms. Call,

CenterPoint Engineering (“CPE”) is pleased to provide this proposal for professional services to Leyden Rock Metropolitan District (“LRMD”). CenterPoint Engineering has a highly qualified engineering team and capabilities to perform civil engineering services required for the mapping within Leyden Rock.

Our project understanding, scope of services, schedule and fee are described as follows:

### Project Location

The “Project” consists of various types of mapping (as described in Section 1.2 of this report) within the Leyden Rock Subdivision:

**Leyden Rock Metropolitan District**  
**17685 W 83rd Dr**  
**Arvada, CO 80007**

### Scope of Services

#### **1.0 Mapping**

##### **1.1 Mapping**

CPE will complete the required maps; maps are anticipated to include the following:

- Landscape Maintenance Map (7 Sheets)
- Snow Removal Map (7 Sheets)
- Mow Bands Map (1 overall sheet)
- Weed Mitigation Map (1 overall sheet)

CPE will revise the maps based on owner comments if needed, up to 1 revision.

##### **1.2 Additional Revisions**

After 1 revision, and if needed, CPE will revise the maps based on comments at a time and materials budget. The rates are attached to this proposal.

Proposed Schedule of Fees

<b>1.0</b>	<b>MAPPING</b>	<b>\$</b>	<b>1,800</b>
1.1	Landscape, Snow Removal, Mow Bands & Weed Mitigation	\$	1,800
1.2	Additional Revisions		(T&M)
<b>DESIGN TOTAL</b>		<b>\$</b>	<b>1,800</b>
Reimbursables		\$	-

\* All Budget and T&M identified line items will require prior authorization for work to be started.

**CenterPoint Engineering**

BY:   
 Matt Buono, PE

By Signing Below, you acknowledge that you have full authority to bind client to the terms of the Agreement. If you accept the terms set forth herein, please sign.

BY: \_\_\_\_\_  
*Signature*

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachments:  
 Schedule of Fees and Reimbursable Expense



## 2023 Schedule of Fees and Reimbursable Expenses

### **Professional Service Fees**

Fees for professional services are based on the time expended on the Project and the hourly fee rate for the professional or support staff performing the service.

Principal	.	.	.	.	.	.	.	.	.	\$250
Director	.	.	.	.	.	.	.	.	.	\$225
Project Manager, PE	.	.	.	.	.	.	.	.	.	\$195
Civil Engineer, PE	.	.	.	.	.	.	.	.	.	\$180
Project Coordinator, EIT	.	.	.	.	.	.	.	.	.	\$150
Project Engineer, EIT	.	.	.	.	.	.	.	.	.	\$140
Designer	.	.	.	.	.	.	.	.	.	\$125
Administration	.	.	.	.	.	.	.	.	.	\$95

### **Reimbursable Expenses**

Direct Reimbursable Expenses mean the actual expense incurred in connection with the project.

The following schedule applies for Direct Reimbursable Expenses:

Vehicle mileage is reimbursed at current IRS rate per mile for Project related travel

In house plotting will be billed at \$1 per SF

The following Project related expenses are reimbursed at cost plus 10 percent:

Copy and Reproduction Services

Travel Expenses (other than vehicle mileage)

Express Postage

LEYDEN ROCK METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

DECEMBER 31, 2022

LEYDEN ROCK METROPOLITAN DISTRICT  
BALANCE SHEET - GOVERNMENTAL FUNDS  
DECEMBER 31, 2022

	General	Special Revenue	Debt Service	Capital Projects	Total
ASSETS					
Cash - First Bank Checking	\$ 17,269	\$ -	\$ -	\$ -	\$ 17,269
Cash - CCMC Operating Accounts	-	137,886	-	-	137,886
Cash - CCMC Debit Card Account	-	2,761	-	-	2,761
CSAFE	295,445	-	-	-	295,445
UMB - 2021A Bond Fund	-	-	181,845	-	181,845
UMB - 2021A Project Fund	-	-	-	7,474,604	7,474,604
Accounts Receivable	-	21,652	-	-	21,652
Receivable from County Treasurer	6,647	-	9,838	-	16,485
Property Tax receivable	1,462,014	-	2,163,780	-	3,625,794
Prepaid Expense	-	193	-	-	193
<b>TOTAL ASSETS</b>	<b><u>\$ 1,781,375</u></b>	<b><u>\$ 162,492</u></b>	<b><u>\$ 2,355,463</u></b>	<b><u>\$ 7,474,604</u></b>	<b><u>\$ 11,773,934</u></b>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
CURRENT LIABILITIES					
Accounts Payable	\$ 4,106	\$ 247	\$ -	\$ 190,457	\$ 194,810
Prepaid Assessments	-	33,851	-	-	33,851
Accrued Expenses	-	23,266	-	-	23,266
<b>Total Liabilities</b>	<b><u>4,106</u></b>	<b><u>57,364</u></b>	<b><u>-</u></b>	<b><u>190,457</u></b>	<b><u>251,927</u></b>
DEFERRED INFLOWS OF RESOURCES					
Deferred property tax	1,462,014	-	2,163,780	-	3,625,794
<b>Total Deferred Inflows of Resources</b>	<b><u>1,462,014</u></b>	<b><u>-</u></b>	<b><u>2,163,780</u></b>	<b><u>-</u></b>	<b><u>3,625,794</u></b>
FUND BALANCES					
<b>Total Fund Balances</b>	<b><u>315,255</u></b>	<b><u>105,128</u></b>	<b><u>191,683</u></b>	<b><u>7,284,147</u></b>	<b><u>7,896,213</u></b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>	<b><u>\$ 1,781,375</u></b>	<b><u>\$ 162,492</u></b>	<b><u>\$ 2,355,463</u></b>	<b><u>\$ 7,474,604</u></b>	<b><u>\$ 11,773,934</u></b>

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 TWELVE MONTHS ENDED DECEMBER 31, 2022

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property Taxes	\$ 1,503,431	\$ 1,503,232	\$ (199)
Specific Ownership Taxes	105,240	103,206	(2,034)
Net investment Income	250	9,477	9,227
Other Income	6,500	19,861	13,361
<b>TOTAL REVENUES</b>	<u>1,615,421</u>	<u>1,635,776</u>	<u>20,355</u>
<b>EXPENDITURES</b>			
Accounting	50,000	37,385	12,615
Audit	6,600	5,900	700
County Treasurer's Fees	22,551	22,554	(3)
Dues and Membership	2,000	534	1,466
Insurance	31,500	29,772	1,728
Legal	137,500	122,571	14,929
Miscellaneous	250	-	250
Election	45,000	33,514	11,486
Contingency	4,599	-	4,599
<b>TOTAL EXPENDITURES</b>	<u>300,000</u>	<u>252,230</u>	<u>47,770</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	1,315,421	1,383,546	68,125
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers to Other Fund	(1,372,000)	(1,421,531)	(49,531)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(1,372,000)</u>	<u>(1,421,531)</u>	<u>(49,531)</u>
<b>NET CHANGE IN FUND BALANCES</b>	(56,579)	(37,985)	18,594
<b>FUND BALANCES - BEGINNING</b>	<u>276,937</u>	<u>353,240</u>	<u>76,303</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 220,358</u>	<u>\$ 315,255</u>	<u>\$ 94,897</u>

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LEYDEN ROCK METROPOLITAN DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

SPECIAL REVENUE FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Operations Fee	\$ 38,314	\$ 24,284	\$ (14,030)
Net investment Income	1,500	137	(1,363)
Other Income	24,450	21,738	(2,712)
Rental Income	11,000	19,237	8,237
<b>TOTAL REVENUES</b>	<u>75,264</u>	<u>65,396</u>	<u>(9,868)</u>
<b>EXPENDITURES</b>			
Miscellaneous	11,440	3,141	8,299
Postage, Printing, Copies	2,000	2,444	(444)
Administration Costs	4,000	4,069	(69)
Gas and Electric	23,000	23,690	(690)
Trash Removal	246,000	260,247	(14,247)
Water and Sewer	33,000	30,452	2,548
Facilities Management	316,115	345,842	(29,727)
Irrigation Repairs	32,000	60,935	(28,935)
Landscape Replacement	140,000	51,042	88,958
Lighting	6,800	6,306	494
Native Weed Control	70,000	75,842	(5,842)
Landscape Maintenance	199,000	232,625	(33,625)
Snow Removal	52,000	37,041	14,959
Contract Pool Maintenance	94,570	98,706	(4,136)
Pool Supplies	20,600	24,302	(3,702)
Pool Repairs and Maintenance	4,500	24,583	(20,083)
Clubhouse Maintenance	15,800	9,546	6,254
Clubhouse Social Activities	58,000	58,404	(404)
Clubhouse Housekeeping	28,000	27,670	330
Pest Control	10,000	9,000	1,000
Water and Soil Sampling	8,000	7,804	196
Mileage	1,100	1,271	(171)
Office Equipment	2,160	2,604	(444)
Web Hosting	1,200	1,483	(283)
District Clean-Up	53,000	35,447	17,553
Maintenance of District Assets	8,500	3,834	4,666
Telephone/Wi-Fi/Cable	4,350	4,058	292
Contingency	3,365	3,916	(551)
Clubhouse Keys and Locks	1,500	579	921
<b>TOTAL EXPENDITURES</b>	<u>1,450,000</u>	<u>1,446,883</u>	<u>3,117</u>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,374,736)</b>	<b>(1,381,487)</b>	<b>(6,751)</b>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers from Other Funds	1,372,000	1,421,531	49,531
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>1,372,000</u>	<u>1,421,531</u>	<u>49,531</u>
<b>NET CHANGE IN FUND BALANCES</b>	<b>(2,736)</b>	<b>40,044</b>	<b>42,780</b>
<b>FUND BALANCES - BEGINNING</b>	<u>17,944</u>	<u>65,084</u>	<u>47,140</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 15,208</u>	<u>\$ 105,128</u>	<u>\$ 89,920</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  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Property Taxes	\$ 2,225,077	\$ 2,224,783	\$ (294)
Specific Ownership Taxes	155,755	152,745	(3,010)
Net investment Income	75	16,856	16,781
<b>TOTAL REVENUES</b>	<u>2,380,907</u>	<u>2,394,384</u>	<u>13,477</u>
<b>EXPENDITURES</b>			
County Treasurer's Fees	33,376	33,381	(5)
Paying Agent Fees	6,000	1,200	4,800
Bond interest - Series 2021	1,777,850	1,777,850	-
Bond principal - Series 2021	535,000	535,000	-
Contingency	47,774	-	47,774
<b>TOTAL EXPENDITURES</b>	<u>2,400,000</u>	<u>2,347,431</u>	<u>52,569</u>
<b>NET CHANGE IN FUND BALANCES</b>	(19,093)	46,953	66,046
<b>FUND BALANCES - BEGINNING</b>	<u>85,194</u>	<u>144,730</u>	<u>59,536</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 66,101</u>	<u>\$ 191,683</u>	<u>\$ 125,582</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 TWELVE MONTHS ENDED DECEMBER 31, 2022

CAPITAL PROJECTS FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Net investment Income	\$ 3,200	\$ 92,239	\$ 89,039
Other Income	17,630	-	(17,630)
TOTAL REVENUES	20,830	92,239	71,409
EXPENDITURES			
Capital outlay	4,781,285	190,457	4,590,828
Contingency	17,630	-	17,630
TOTAL EXPENDITURES	4,798,915	190,457	4,608,458
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(4,778,085)	(98,218)	4,679,867
OTHER FINANCING SOURCES (USES)			
Repay Developer Advance	(2,641,085)	-	2,641,085
TOTAL OTHER FINANCING SOURCES (USES)	(2,641,085)	-	2,641,085
NET CHANGE IN FUND BALANCES	(7,419,170)	(98,218)	7,320,952
FUND BALANCES - BEGINNING	7,419,170	7,382,365	(36,805)
FUND BALANCES - ENDING	\$ -	\$ 7,284,147	\$ 7,284,147

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 DEBT SERVICE  
REQUIREMENTS TO MATURITY**

**\$45,840,000**

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

**Principal Payable December 1**

**3.00% - 5.00%**

**June 1 and December 1**

**Beginning December 1, 2021**

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

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  
December 31, 2022  
Updated as of March 14, 2023

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<b>First Bank - Checking</b>					
Balance as of 12/31/22	\$ 17,269.35	\$ -	\$ -	\$ -	\$ 17,269.35
Subsequent activities:					
1/5/2023 Transfer from CSAFE	230,000.00	-	-	-	230,000.00
1/6/2023 Requisition No. 2	-	-	-	237,457.05	237,457.05
1/6/2023 Bill.com Payments	-	-	-	(145,451.83)	(145,451.83)
1/9/2023 Bill.com Payments	(43,757.93)	-	-	-	(43,757.93)
1/12/2023 Requisition No. 3 (Overpayment)	-	-	-	237,457.05	237,457.05
1/13/2023 Transfer to UMB Project Fund	-	-	-	(112,707.05)	(112,707.05)
1/18/2023 Bill.com payables	-	-	-	(124,750.00)	(124,750.00)
1/20/2022 Transfer from CSAFE	67,000.00	-	-	-	67,000.00
1/25/2023 Transfer from UMB Requisition No. 4	-	-	-	47,807.79	47,807.79
1/25/2023 Transfer to CCMC	(250,000.00)	-	-	-	(250,000.00)
2/1/2023 Bill.com Payments	(3,250.94)	-	-	(47,807.79)	(51,058.73)
2/22/2023 Requisition No. 5	-	-	-	8,347.49	8,347.49
2/21/2023 Transfer from CSAFE	10,000.00	-	-	-	10,000.00
2/24/2023 Bill.com Payments	(475.00)	-	-	-	(475.00)
2/28/2023 Bill.com Payments	(15,271.20)	-	-	(8,247.49)	(23,518.69)
Anticipated activities:					
Anticipated Transfer from CSAFE	20,000.00	4,000.00	-	-	24,000.00
Anticipated Requisition No. 6	-	-	-	7,498.75	7,498.75
Anticipated Bill.com Payments	(18,244.99)	(4,000.00)	-	(7,498.75)	(29,743.74)
<b>Anticipated Balance</b>	<b>\$ 13,269.29</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 92,105.22</b>	<b>\$ 105,374.51</b>
<b>CSAFE</b>					
Balance as of 12/31/22	\$ 295,445.29	\$ -	\$ -	\$ -	\$ 295,445.29
Subsequent activities:					
1/5/2023 Transfer to 1st Bank	(230,000.00)	-	-	-	(230,000.00)
1/10/2023 Property/SO tax	6,647.05	9,837.62	-	-	16,484.67
1/20/2023 Transfer to 1st Bank	(67,000.00)	-	-	-	(67,000.00)
1/31/2023 Interest Income	303.98	-	-	-	303.98
2/10/2023 Property/SO tax	12,063.08	17,857.03	-	-	29,920.11
2/21/2023 Transfer to 1st Bank	(10,000.00)	-	-	-	(10,000.00)
2/28/2023 Interest Income	117.83	-	-	-	117.83
3/8/2023 Pledged Revenue Transfer	-	(27,694.65)	-	-	(27,694.65)
3/10/2023 Property/SO tax	664,255.76	983,101.37	-	-	1,647,357.13
Anticipated activities:					
Anticipated Transfer to First Bank	(20,000.00)	(4,000.00)	-	-	(24,000.00)
Anticipated Pledge Revenue Transfer	-	(979,101.37)	-	-	(979,101.37)
<b>Anticipated Balance</b>	<b>\$ 651,832.99</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 651,832.99</b>
<b>CCMC - Total Cash</b>					
Balance as of 12/31/22	\$ -	\$ -	\$ 140,647.35	\$ -	\$ 140,647.35
Subsequent activities:					
1/25/2023 Transfer from 1st Bank	-	-	250,000.00	-	250,000.00
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 390,647.35</b>	<b>\$ -</b>	<b>\$ 390,647.35</b>
<b>UMB - 2021 Bond Fund</b>					
Balance as of 12/31/22	\$ -	\$ 181,844.98	\$ -	\$ -	\$ 181,844.98
Subsequent activities:					
1/31/2022 Interest Income	-	529.61	-	-	529.61
2/28/2023 Interest Income	-	649.18	-	-	649.18
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ 183,023.77</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 183,023.77</b>
<b>UMB - 2021 Project Fund</b>					
Balance as of 12/31/22	\$ -	\$ -	\$ -	\$ 7,474,603.51	\$ 7,474,603.51
Subsequent activities:					
1/4/2023 Requisition No. 1	-	-	-	(2,641,085.68)	(2,641,085.68)
1/6/2023 Requisition No. 2	-	-	-	(237,457.05)	(237,457.05)
1/12/2023 Requisition No. 3	-	-	-	(237,457.05)	(237,457.05)
1/13/2023 Transfer from CSAFE	-	-	-	112,707.05	112,707.05
1/25/2023 Requisition No. 4	-	-	-	(47,807.79)	(47,807.79)
1/31/2023 Interest Income	-	-	-	25,046.63	25,046.63
2/22/2023 Requisition No. 5	-	-	-	(8,347.49)	(8,347.49)
2/28/2023 Interest Income	-	-	-	17,091.61	17,091.61
Anticipated activities:					
Anticipated Requisition No. 6	-	-	-	(7,498.75)	(7,498.75)
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,449,794.99</b>	<b>\$ 4,449,794.99</b>
<b>Anticipated Balances</b>	<b>\$ 665,102.28</b>	<b>\$ 366,047.54</b>	<b>\$ 390,647.35</b>	<b>\$ 4,541,900.21</b>	<b>\$ 5,963,697.38</b>

**Yield information (as of 02/28/2023):**

CSAFE - 4.69%  
UMB invested in Goldman Sachs Govt Fund - 4.41%

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**  
**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	1,118.24	(10.14)	22,949.96	53.97	(17.43)	24,094.60	0.03%	99.92%	23,717.37	0.00%	99.79%
November	2,626.33	-	21,116.38	183.84	(42.15)	23,884.40	0.07%	99.99%	29,364.86	0.15%	99.95%
December	-	-	16,484.67	-	-	16,484.67	0.00%	99.99%	16,925.31	0.00%	99.95%
	<b>\$ 3,728,502.27</b>	<b>\$ (486.94)</b>	<b>\$ 255,951.79</b>	<b>\$ 1,001.85</b>	<b>\$ (55,935.26)</b>	<b>\$ 3,929,033.71</b>	<b>99.99%</b>	<b>99.99%</b>	<b>\$ 3,765,498.30</b>	<b>99.95%</b>	<b>99.95%</b>

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

General Fund	25.000	\$ 1,503,431.00	40.32%	\$ 1,503,232.34	99.99%
Debt Service Fund	37.000	2,225,077.00	59.68%	2,224,782.99	99.99%
	<b>62.000</b>	<b>\$ 3,728,508.00</b>	<b>100.00%</b>	<b>\$ 3,728,015.33</b>	<b>99.99%</b>

**Specific Ownership Tax**

General Fund	\$ 105,240.00	40.32%	\$ 103,206.45	98.07%
Debt Service Fund	155,755.00	59.68%	152,745.34	98.07%
	<b>\$ 260,995.00</b>	<b>100.00%</b>	<b>\$ 255,951.79</b>	<b>98.07%</b>

**Treasurer's Fees**

General Fund	\$ 22,551.00	40.32%	\$ 22,554.33	100.01%
Debt Service Fund	33,376.00	59.68%	33,380.93	100.01%
	<b>\$ 55,927.00</b>	<b>100.00%</b>	<b>\$ 55,935.26</b>	<b>100.01%</b>

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.

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

Requisition No. 6

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

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

1. The amount to be paid or reimbursed pursuant hereto is \$7,498.75.

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

Leyden Rock Metropolitan District

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

Payment of capital invoices

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

Wire instructions on file

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of March, 2023.

\_\_\_\_\_  
District Representative

**Leyden Rock Metro District  
Requisition Summary**

<b>Bond Requisition Number</b>	<b>Invoice number</b>	<b>Vendor Name</b>	<b>Date</b>	<b>Invoice Amount</b>
Requisition No. 1		RRCEA, LLC		\$ 2,641,085.68
<b>Requisition No. 1 Total</b>				<b>2,641,085.68</b>
Requisition No. 2	20858	PlayWell	12/13/2022	106,537.07
Requisition No. 2	9549	PlayWell	12/13/2022	77,673.38
Requisition No. 2	6493	PatioShoppers	12/6/2022	53,346.60
Requisition No. 2		Adjustment to Actual		(100.00)
<b>Requisition No. 2 Total</b>				<b>237,457.05</b>
Requisition No. 3	BRO 199248	Keesen Landscape	9/9/2022	124,750.00
<b>Requisition No. 3 Total</b>				<b>124,750.00</b>
Requisition No. 4	7450	The Architerra Group, Inc	1/9/2023	12,360.00
Requisition No. 4	S-1748	Equalized Productions	1/4/2023	21,751.29
Requisition No. 4	S-1749	Equalized Productions	1/4/2023	6,727.50
Requisition No. 4	S-1750	Equalized Productions	1/4/2023	6,969.00
<b>Requisition No. 4 Total</b>				<b>47,807.79</b>
Requisition No. 5	7474	The Architerra Group, Inc	2/7/2023	3,120.00
Requisition No. 5	BRO 211132	Keesen Landscape	1/1/2023	5,127.49
Requisition No. 5		Req. No. 2 Adjustment to Actual		100.00
<b>Requisition No. 5 Total</b>				<b>8,347.49</b>
Requisition No. 6	7493	The Architerra Group, Inc	3/3/2023	7,498.75
<b>Requisition No. 6 Total</b>				<b>7,498.75</b>
<b>Total Requisitioned</b>				<b>\$ 3,066,946.76</b>



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

<b>INVOICE #</b>	7493
<b>DATE</b>	3/3/2023
<b>DUE DATE</b>	4/2/2023
<b>P.O. #</b>	

**BILL TO:**

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

**PROJECT** 2107/Leyden Rock Community Improvements

DESCRIPTION	TOTAL
<p><b>DESCRIPTION:</b>            Prepared preliminary monument concept plan and graphics. Coordinated with Katie and Ben and misc. coordination.</p> <p><b>LABOR:</b>            L Dominguez - 41 hrs @ \$110/hr            M Talerico - 34 hrs @ \$75/hr            K Wyman - 0.75 hrs @ \$85/hr            M Taylor - 2.5 hrs @ \$150/hr</p>	<p>4,510.00            2,550.00            63.75            375.00</p>
	<b><u>\$7,498.75</u></b>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$7,498.75	71%

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

**Leyden Rock Metropolitan District**  
**Interim Claims 02/15/23 - 03/14/23**

<b>Process Date</b>	<b>Vendor</b>	<b>Invoice Number</b>	<b>Amount</b>
2/24/2023	City of Arvada	2023-29-INV-1	(475.00)
2/28/2023	Keesen Landscape	BRO 211132	(5,127.49)
2/28/2023	The Architerra Group, Inc.	7474	(3,120.00)
2/28/2023	White, Bear & Ankele PC	26297	(15,271.20)
			<u>(23,993.69)</u>



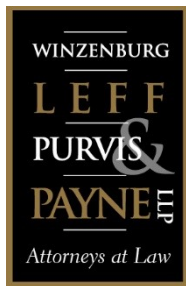
**LEYDEN ROCK METROPOLITAN DISTRICT**  
Schedule of Cash Position  
December 31, 2022  
Updated as of March 14, 2023

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<b>First Bank - Checking</b>					
Balance as of 12/31/22	\$ 17,269.35	\$ -	\$ -	\$ -	\$ 17,269.35
Subsequent activities:					
1/5/2023 Transfer from CSAFE	230,000.00	-	-	-	230,000.00
1/6/2023 Requisition No. 2	-	-	-	237,457.05	237,457.05
1/6/2023 Bill.com Payments	-	-	-	(145,451.83)	(145,451.83)
1/9/2023 Bill.com Payments	(43,757.93)	-	-	-	(43,757.93)
1/12/2023 Requisition No. 3 (Overpayment)	-	-	-	237,457.05	237,457.05
1/13/2023 Transfer to UMB Project Fund	-	-	-	(112,707.05)	(112,707.05)
1/18/2023 Bill.com payables	-	-	-	(124,750.00)	(124,750.00)
1/20/2022 Transfer from CSAFE	67,000.00	-	-	-	67,000.00
1/25/2023 Transfer from UMB Requisition No. 4	-	-	-	47,807.79	47,807.79
1/25/2023 Transfer to CCMC	(250,000.00)	-	-	-	(250,000.00)
2/1/2023 Bill.com Payments	(3,250.94)	-	-	(47,807.79)	(51,058.73)
2/22/2023 Requisition No. 5	-	-	-	8,347.49	8,347.49
2/21/2023 Transfer from CSAFE	10,000.00	-	-	-	10,000.00
2/24/2023 Bill.com Payments	(475.00)	-	-	-	(475.00)
2/28/2023 Bill.com Payments	(15,271.20)	-	-	(8,247.49)	(23,518.69)
Anticipated activities:					
Anticipated Transfer from CSAFE	20,000.00	4,000.00	-	-	24,000.00
Anticipated Requisition No. 6	-	-	-	7,498.75	7,498.75
Anticipated Bill.com Payments	(18,244.99)	(4,000.00)	-	(7,498.75)	(29,743.74)
<b>Anticipated Balance</b>	<b>\$ 13,269.29</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 92,105.22</b>	<b>\$ 105,374.51</b>
<b>CSAFE</b>					
Balance as of 12/31/22	\$ 295,445.29	\$ -	\$ -	\$ -	\$ 295,445.29
Subsequent activities:					
1/5/2023 Transfer to 1st Bank	(230,000.00)	-	-	-	(230,000.00)
1/10/2023 Property/SO tax	6,647.05	9,837.62	-	-	16,484.67
1/20/2023 Transfer to 1st Bank	(67,000.00)	-	-	-	(67,000.00)
1/31/2023 Interest Income	303.98	-	-	-	303.98
2/10/2023 Property/SO tax	12,063.08	17,857.03	-	-	29,920.11
2/21/2023 Transfer to 1st Bank	(10,000.00)	-	-	-	(10,000.00)
2/28/2023 Interest Income	117.83	-	-	-	117.83
3/8/2023 Pledged Revenue Transfer	-	(27,694.65)	-	-	(27,694.65)
3/10/2023 Property/SO tax	664,255.76	983,101.37	-	-	1,647,357.13
Anticipated activities:					
Anticipated Transfer to First Bank	(20,000.00)	(4,000.00)	-	-	(24,000.00)
Anticipated Pledge Revenue Transfer	-	(979,101.37)	-	-	(979,101.37)
<b>Anticipated Balance</b>	<b>\$ 651,832.99</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 651,832.99</b>
<b>CCMC - Total Cash</b>					
Balance as of 12/31/22	\$ -	\$ -	\$ 140,647.35	\$ -	\$ 140,647.35
Subsequent activities:					
1/25/2023 Transfer from 1st Bank	-	-	250,000.00	-	250,000.00
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 390,647.35</b>	<b>\$ -</b>	<b>\$ 390,647.35</b>
<b>UMB - 2021 Bond Fund</b>					
Balance as of 12/31/22	\$ -	\$ 181,844.98	\$ -	\$ -	\$ 181,844.98
Subsequent activities:					
1/31/2022 Interest Income	-	529.61	-	-	529.61
2/28/2023 Interest Income	-	649.18	-	-	649.18
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ 183,023.77</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 183,023.77</b>
<b>UMB - 2021 Project Fund</b>					
Balance as of 12/31/22	\$ -	\$ -	\$ -	\$ 7,474,603.51	\$ 7,474,603.51
Subsequent activities:					
1/4/2023 Requisition No. 1	-	-	-	(2,641,085.68)	(2,641,085.68)
1/6/2023 Requisition No. 2	-	-	-	(237,457.05)	(237,457.05)
1/12/2023 Requisition No. 3	-	-	-	(237,457.05)	(237,457.05)
1/13/2023 Transfer from CSAFE	-	-	-	112,707.05	112,707.05
1/25/2023 Requisition No. 4	-	-	-	(47,807.79)	(47,807.79)
1/31/2023 Interest Income	-	-	-	25,046.63	25,046.63
2/22/2023 Requisition No. 5	-	-	-	(8,347.49)	(8,347.49)
2/28/2023 Interest Income	-	-	-	17,091.61	17,091.61
Anticipated activities:					
Anticipated Requisition No. 6	-	-	-	(7,498.75)	(7,498.75)
<b>Anticipated Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,449,794.99</b>	<b>\$ 4,449,794.99</b>
<b>Anticipated Balances</b>	<b>\$ 665,102.28</b>	<b>\$ 366,047.54</b>	<b>\$ 390,647.35</b>	<b>\$ 4,541,900.21</b>	<b>\$ 5,963,697.38</b>

**Yield information (as of 02/28/2023):**

CSAFE - 4.69%

UMB invested in Goldman Sachs Govt Fund - 4.41%



MARCI M. ACHENBACH  
machenbach@wlpplaw.com  
www.cohoalaw.com

November 23, 2022

*Via e-mail to: jwagner@wbapc.com*

Board of Directors  
c/o Jon Wagner  
White Bear Ankele Tanaka & Waldron  
2154 E. Commons Avenue, #2000  
Centennial, CO 80122

*Re: Proposal for Legal Services*

Dear Members of the Board of Directors:

For over 40 years Winzenburg, Leff, Purvis & Payne, LLP has specialized in representing community associations and metropolitan and special districts throughout the Denver metropolitan, and Colorado Front Range and mountain areas. We offer our proposal to undertake covenant enforcement and fee collection matters as special legal counsel to the District.

## Why Choose Us?

We know that you have several options of law firms that provide legal services to your community. We believe the provision of legal services still requires, and best serves the client, when there is a professional relationship between the client and the lawyer and the lawyer is responsive to the needs of the client. That professional relationship develops over time, but is furthered when certain characteristics exist. Those characteristics include the following:

### **CLIENT SATISFACTION IS OUR TOP PRIORITY**

At Winzenburg, Leff, Purvis & Payne, client satisfaction is our top priority. We promptly return all phone calls, work with you to determine deadlines and meet those deadlines, and provide timely status reports for collection accounts and covenant violation matters. Our attorneys are always available to speak to you concerning legal issues that matter to you.

### **TRUST**

We strive to create a relationship with our clients based on trust. You can trust us to:

- know the law relating to communities, covenant enforcement, and collections, without having to learn at your expense
- represent the District's best interests
- provide timely and effective representation
- provide sound, practical advice along with our legal advice



*Focused on Communities*

8020 Shaffer Parkway, Suite 300  
Littleton, Colorado 80127  
303.863.1870  
Fax 303.863.1872



Winzenburg Leff Purvis & Payne, LLP

Districts

November 23, 2022

Page 2 of 2

- not sell you unnecessary services

### **SUPERIOR EXPERIENCE**

We have substantial experience in representing common interest communities throughout Colorado in collecting delinquent assessments, dues, fees and other charges, as well as enforcing their restrictive covenants and rules and regulations. Because you already have general counsel for matters such as budgeting, meetings, and governance, our proposed services are limited to covenant enforcement and fee collection matters working in concert with your general counsel.

### **AFFORDABLE COST**

We are committed to providing the highest level of personal attention to our clients in the most economically efficient manner. We will work with you to determine your specific needs and devise a plan to meet these needs within your budget. Our general fee collection schedule includes numerous fixed fees, as you can see in the attachment. Covenant and rule enforcement matters require a more variable time commitment, and our fees for such matters are billed hourly at the following rates: from \$225 to \$360 per hour for our attorneys, \$140 per hour for law clerks (when available), and \$110 per hour for our paralegals.

Please do not hesitate to call if you have any questions regarding our fees, services, or any other specific issues. We welcome the opportunity to serve the District.

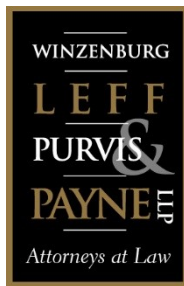
Very truly yours,

WINZENBURG, LEFF, PURVIS & PAYNE, LLP

LSS/kw

Encl.

P.S. This proposal and the enclosures, including our fee schedules, contain proprietary and confidential information to be shared only with the Board of Directors and manager.



## 2023 TRADITIONAL FEE SCHEDULE DISTRICT CLIENTS

<b>COUNTY COURT COLLECTION FEE SCHEDULE</b>	
<b>County court services will be billed on a monthly basis at fixed fees or hourly rates as they are incurred as follows:</b>	
<b>FEE</b>	<b>SERVICE</b>
No charge	Open and prepare collection file.
No charge	Prepare, update and send monthly status reports to the District.
\$150.00	Fixed fee to review owner account documents, calculate balance due, and prepare and send a demand letter to owner. A \$50.00 additional fee if owner is foreclosing lender.
\$100.00	Fixed Fee to prepare and send debt verification letter to owner after the demand letter expiration date.
\$60.00	Fixed Fee to prepare and send payment reminder letter to owner.
\$175.00	Fixed Fee to prepare and send payment plan agreement to owner prior to initiation of a lawsuit. A monitoring fee of \$15.00 per month will be charged to monitor payments due under the payment plan.
\$75.00	Fixed Fee to prepare and send notice of default letter to owner in the event owner does not comply with the provisions of pre-lawsuit payment plan agreement.
\$425.00	Fixed Fee to: <ul style="list-style-type: none"> <li>• Review file upon expiration of demand letter;</li> <li>• Communicate with District in obtaining ledger;</li> <li>• Reconcile account balance;</li> <li>• Prepare initial County Court Summons and Complaint and Exhibits (“lawsuit”);</li> <li>• Send lawsuit to process server and follow up communications with process server;</li> <li>• E-file lawsuit with Court;</li> <li>• Review file and reconcile account in preparation for Court return date;</li> <li>• Complete docket sheet and appear and travel to/from Court if required;</li> <li>• Review Colorado Courts E-Docket to ascertain if Answer filed by owner;</li> </ul> Review Colorado Courts E-Docket to confirm accuracy of judgment entered.
\$75.00	Fixed fee to prepare and file Affidavit of Attorneys’ Fees and Costs with Court for Court return date.
\$125.00	Fixed Fee to prepare and e-file Motion for Default Judgment against owner and to prepare and e-file Affidavit of Attorneys’ Fees and Costs and other supporting documents in support of Motion.
\$250.00	Fixed Fee to negotiate and prepare Settlement Stipulation after the initiation of the lawsuit and prior to an Answer being filed. Fixed Fee includes preparation and filing of Certificates of Mailing and Motion to Dismiss upon compliance with Settlement Stipulation. A



	monitoring fee of \$15.00 per month will be charged to monitor the payments due under the Settlement Stipulation.
\$100.00	Fixed Fee to prepare and send owner Notice of Default in Settlement Stipulation.
\$125.00	Fixed Fee to reconcile the account balance and to prepare and file Motion for Entry of Judgment upon default under the Settlement Stipulation, Affidavit of Fees and Costs and Proposed Order.
\$75.00	Fixed Fee to prepare and send notice of judgment letter to owner.
\$125.00 per owner	Fixed Fee to prepare and file post-judgment interrogatories. Fixed fee includes arranging service on owner and monitoring for an Answer within the deadline provided.
\$125.00	Fixed Fee to prepare and file Motion for Contempt Citation, Proposed Citation and Proposed Order.
\$200.00	Fixed Fee to prepare and file Writ of Garnishment. Fixed fee includes arranging service on the Garnishee, monitoring for an Answer within the deadline provided, monitoring for payments due under the Garnishment, forwarding payments to the District and preparing Notice of Release of Garnishment.
\$175.00	Fixed Fee to negotiate and prepare post-judgment payment plan agreement. A monitoring fee of \$15.00 per month will be charged to monitor payments due under the agreement.
\$225.00	Fixed fee to prepare letter to court requesting transcript of judgment, e-record transcript of judgment in county records, to prepare letter to court requesting certificate of satisfaction of judgment, prepare and e-file satisfaction of judgment with court, prepare and e-record certificate of satisfaction of judgment in county records.
\$100.00	Fixed Fee to reconcile account ledger, calculate balance owed after judgment has been satisfied and to prepare and send letter to owner regarding account balance following Satisfaction of Judgment.
\$100.00 each	Fixed Fee for computerized skip tracing and investigation, credit report and analysis or box breaker.
\$150.00	Fixed Fee to prepare payoff calculation letter (a rush fee of \$75.00 is added if the payoff is required within 48 hours of request).
\$30.00	Fixed Fee to review ownership and encumbrance report.
\$50.00	Fixed Fee to review the accuracy of assessment lien not prepared by our office.
\$30.00 each	Fixed Fee to conduct foreclosure, military or bankruptcy search in preparation for lawsuit.
\$195.00	Fixed Fee to review ledger and calculate super lien, and to prepare and send super lien demand letter to first deed of trust holder. Fixed fee includes monitoring of public trustee foreclosures up to nine months. Monitoring of public trustee foreclosures over nine months will be charged at our hourly rates.
\$600.00	Fixed Fee to obtain and review ledger, calculate balance and prepare and file Notice of Intent to Redeem with supporting documents.
\$150.00	Fixed Fee to review, analyze, and outline recommendations for possible judicial foreclosure.
\$150.00	Fixed Fee to prepare and file Probate Claim.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.



<b>BANKRUPTCY FEE SCHEDULE</b>	
<b>All fees for bankruptcy services will be billed on a monthly basis at fixed fees or hourly rates as follows:</b>	
<b>FEE</b>	<b>SERVICE</b>
\$175.00	Fixed Fee to prepare Entry of Appearance in a Chapter 7 bankruptcy case.
\$250.00	Fixed fee to prepare and file Entry of Appearance and a Proof of Claim in a Chapter 13 bankruptcy case.
\$350.00	Fixed Fee to prepare and file Motion to Dismiss a Chapter 13 bankruptcy case with supporting documents for owner's failure to make plan payments.
\$375.00	Fixed Fee to prepare and file Motion for Relief from Bankruptcy Stay with supporting documents.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.

<b>DISTRICT COURT JUDICIAL FORECLOSURE FEE SCHEDULE</b>	
<b>All fees for foreclosures will be billed on a monthly basis at fixed fees or hourly rates as follows:</b>	
<b>FEE</b>	<b>SERVICE</b>
\$2,000.00	Fixed Fee to initiate foreclosure which includes ordering a Litigation Guarantee from a title company, reviewing title to the property, preparing and filing a Summons, Complaint in Foreclosure and Lis Pendens, preparing instructions for service of process on all appropriate parties and verifying service of process.
\$300.00	Fixed Fee for preparation and filing of Motion for service of process by publication per party with supporting documents.
\$100.00	Fixed Fee for preparation and filing of a Motion for Clerk's Default.
\$650.00	Fixed Fee for preparation and filing of Motion for Judgment with supporting documents.
\$225.00	Fixed Fee to negotiate and prepare a Settlement Stipulation. A monitoring fee of \$15.00 per month will be charged to monitor the payments due the Settlement Stipulation.
\$125.00	Fixed Fee to prepare and send a notice of default letter for failing to comply with the Settlement Stipulation.
\$195.00	Fixed fee to prepare letter to court requesting transcript of judgment, e-record transcript of judgment in county records, and to prepare letter to court requesting certificate of satisfaction of judgment, prepare and e-file satisfaction of judgment with court, prepare and e-record certificate of satisfaction of judgment in county records.
\$650.00	Fixed Fee for preparation of all pleadings and documents to commence Sheriff's Sale.
\$400.00	Fixed Fee for preparation of bid and supporting documents to complete Sheriff's Sale.
\$350.00	Fixed Fee for preparation of cure statement for Sheriff's Sale.
\$250.00	Fixed Fee for preparation and filing of pleadings for dismissal of district court lawsuit and request for discharge of Lis Pendens in judicial foreclosure.
\$500.00	Fixed Fee for foreclosure related negotiations with investors and preparation of Assignment of Lien.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.



<b>RECEIVERSHIP FEE SCHEDULE</b>	
<b>All fees for receiverships will be billed on a monthly basis at fixed fees or hourly rates as follows:</b>	
<b>FEE</b>	<b>SERVICE</b>
\$1,100.00	Fixed Fee for preparation of all pleadings for the appointment of a receiver, review of Order approving receivership and initial follow-up with receiver.
\$300.00	Fixed Fee for preparation and filing of Motion for service of process by publication per party with supporting documents.
\$500.00	Fixed Fee for preparation and filing of Motion for Judgment with supporting documents.
\$100.00	Fixed Fee for preparation and filing of a Motion for Clerk's Default.
\$195.00	Fixed Fee to negotiate and prepare a Settlement Stipulation. A monitoring fee of \$15.00 per month will be charged to monitor the payments due under the Settlement Stipulation.
\$125.00	Fixed Fee to prepare and send owner notice of default letter for failing to comply with the Settlement Stipulation.
\$195.00	Fixed fee to prepare letter to court requesting transcript of judgment, e-record transcript of judgment in county records, and to prepare letter to court requesting certificate of satisfaction of judgment, prepare and e-file satisfaction of judgment with court, prepare and e-record certificate of satisfaction of judgment in county records.
\$250.00	Fixed Fee for preparation and filing of pleadings for dismissal of lawsuit and request for discharge of receiver.
Hourly rates apply	For additional services that are not provided for in the Fixed Fee rates set forth above.

Costs (e.g. ownership and encumbrance reports, service of process charges, court filings, document recording fees, etc.) are billed on a monthly basis and due and payable upon receipt of the invoice. There is no charge on general collection matters for photocopies, postage, long distance phone calls, incoming or outgoing faxes, and preparation of monthly status reports.

The following are our **2023 hourly rates**:

Marci M. Achenbach	\$240.00 per hour
Amanda M. Doherty	\$225.00 per hour
Molly Foley-Healy	\$375.00 per hour
Zachary A. Goldberg	\$280.00 per hour
Travis B. Keenan	\$350.00 per hour
Suzanne M. Leff	\$340.00 per hour
Kimberly A. Porter	\$350.00 per hour
Brianna L. Schaefer	\$325.00 per hour
Lindsay S. Smith	\$340.00 per hour
Wendy E. Weigler	\$340.00 per hour
Law Clerk (if available)	\$140.00 per hour
Paralegals	\$110.00 per hour



November 8, 2023

*Via Email*

White Bear Ankele Tanaka & Waldron  
2154 E. Commons Ave., Suite 2000  
Centennial, CO 80122

*Denver Office*

**Jeffrey B. Smith**

Direct 303.991.2066

[jsmith@altitude.law](mailto:jsmith@altitude.law)

*Re: Altitude Community Law P.C. Legal Services Proposal for Metropolitan District*

Dear Members of the Board:

Thank you for your interest in the legal services we can provide for your district. Enclosed are materials describing our experience, philosophy, services and fees. We offer a variety of fee programs, including flat fees and retainers, to suit the needs of individual districts. To determine what fee program may best suit your district, please give me a call after you have had a chance to review the enclosed material.

**How we will work with you.** Our experience enables us to partner with your metro district and your team to provide tailored, creative solutions that best meet the metro district's unique needs. As the trusted leader in community association law in Colorado, we have over 200 years combined experience and have successfully represented more than 2,500 associations. As many of the legal issues and practices of associations overlap with metro districts, we will apply the same expertise to your metro district. We make every effort to understand your issues and constraints and will alert you when we see an opportunity or potential problem that is beyond the metro district's immediate need, while keeping your budget in mind.

**Value-added benefits of partnering with Altitude Community Law P.C.** We are committed to providing our clients with up-to-date information, education and tools to help you govern your metro district proactively and positively. We offer education programs designed exclusively for board and committee members. While primarily for community associations, many of the same practice pointers apply to district board members. The 2023 education schedule is available on our website, [www.altitude.law/education](http://www.altitude.law/education).

**Next steps.** If you desire to hire our firm, please complete and return the 2023 Legal Services and Fee Summary Agreement (starts on page 3). To take advantage of one of our retainer programs, check the appropriate retainer box on page 7.

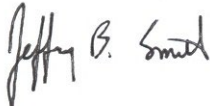


Page 2

November 8, 2023

**Primary Attorney.** If you decide to move forward with Altitude Community Law P.C., I will be your assigned Primary Attorney. As your primary attorney, my goal is to make sure your relationship with Altitude is as successful as possible. Feel free to contact me with questions or comments after you've had a chance to review the enclosed materials. We would be happy to attend a board meeting to meet you, listen to your concerns and discuss how we can assist your district.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey B. Smith". The signature is written in a cursive style with a large, stylized 'J' and 'S'.

Jeffrey B. Smith  
**Altitude Community Law P.C.**

JBS/ss  
Enc.  
07592006.DOCX



## 2023 NOTICE OF LEGAL SERVICES AND FEE SUMMARY

The following is a summary of fees and charges for legal services being offered by Altitude Community Law for 2023. For more details, contact your Primary Attorney or email us today at [hoalaw@altitude.law](mailto:hoalaw@altitude.law).

Our retainer programs reduce your district's legal expenditures and simplify the budgeting process by establishing a fixed monthly fee. This fee purchases the essential legal services your district requires, making us available to you as needed. We offer three retainer packages to better fit your needs.

### RETAINER SERVICES AND BENEFITS

For a monthly fee of \$230, retainer clients receive the following legal services and benefits without further charges:

Phone Calls. We will engage in unlimited telephone consultations with a designated board member or district manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

Reduced Hourly Rates. For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys and \$10 per hour less than our non-retainer rates for paralegals. No rate change for legal assistants.

In-Office Consultation. We will meet with a designated board member and/or the district's manager in our office for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

Attendance at Board Meeting. At your request, we will attend one board meeting per twelve-month period for up to one hour. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Audit Response Letter. We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review your annual financial audit upon completion.

Periodic Report. We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

DORA Renewal. We will prepare and file your renewal report with DORA if requested.

#### RETAINER PLUS SERVICES AND BENEFITS

For a monthly fee of \$300, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, Retainer Plus clients will receive the following additional services:

Email Consultations. We will engage in 30 (thirty) minutes of email consultations every month with a designated board member and the district's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

SB100 Policy Update. We will provide one free SB100 Policy update for your district.

Credit Card Payments. For Retainer Plus clients, we will accept homeowner payments via credit card.

#### PREMIUM RETAINER SERVICES AND BENEFITS

For a monthly fee of \$550, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer and Retainer Plus clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will communicate with your designated board member and the district's manager via email up to 60 (sixty) additional minutes every month which includes minor research.

Attendance at One Additional Board Meeting per Year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Other needed revisions to Policies required by new legislation reduced by \$100.

### RETAINER SERVICES GENERALLY

Clients on retainer will remain on their chosen level of retainer until we are notified otherwise in writing.

### FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The District will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The metro district understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

### NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2023 non-retainer clients are \$115 - \$155 for legal assistants/paralegals, \$330 - \$350 for attorneys. Non-retainer clients are billed hourly for all phone calls. Our attendance at meetings will be billed hourly. Our travel time to and from the attorney's primary office location will also be billed hourly if in-person attendance is requested instead of remote or virtual attendance.

### TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files in an electronic format as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of ten (10) years, after which it may retain, destroy or otherwise dispose of them.

### PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus, we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law, you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

#### GENERAL TERMS FOR ALL CLIENTS

We represent the district as a corporate entity. We will take our direction for work as instructed by the manager or the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long-distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expense incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the District, we retain the right to obtain any such recorded documents to supplement our file without the District's approval and at the District's cost. The District's cost will include, but not be limited to, hourly charges for procuring the documents and copying costs. In order to provide you with the most efficient and effective service we will, at all times, unless otherwise directed, work through your manager if appropriate.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail.

RESPONSE REQUIRED

If you desire to engage our services, please indicate below which type of service you prefer by checking the appropriate box, execute the acceptance and return it to us via mail, e-mail or fax.

Legal Services: (select one)

- Retainer Services
- Retainer Plus Services
- Premium Retainer Services
- Non-Retainer

Collection Services:

Please see attached Fee Structure

Billing Preference: (select one)

- Paper and Mailed
- Electronic and Emailed

Email address: \_\_\_\_\_

(please note, only one email address per management company or self-managed district will be used)

Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Print District Name

By: \_\_\_\_\_  
President/Manager



## EXHIBIT A TO LEGAL SERVICES AND FEE SUMMARY AGREEMENT FOR 2023 LEGAL COLLECTION SERVICES

### Fee Structure

This is a flat fee agreement for collection services. The District will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The District understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The District has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the District terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the District, the District shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the District shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

### Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$25 set-up and review fee per file. This fee will be waived if you are a retainer client.

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the District in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded), Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

### Demand Letter - \$155

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or lender after the letter are billed hourly.

Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

Lawsuit: - \$455 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the District prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

Interrogatories - \$130

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the District. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

Contempt Citation - \$155

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Our fee also includes our appearance at court, subsequent appearance if the owner fails to appear initially and review and evaluation of the answers once received from the owner.

Garnishments - \$155 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the district. We will arrange for service of the necessary documentation and will monitor for responses.

Payment Plans - \$125-\$225 (each)

We will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months with any homeowner. We request that interest and late fees not be added to the ledger during payment plans, as long as the homeowner pays as agreed. Monthly payments amounts are calculated based on no additional interest or late fees being incurred during the payment plan.



Motions - \$150-\$250

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

Payoff Calculations - \$130

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

Monitoring Lender Foreclosure - \$220 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the district's rights and options throughout the process. Once a sale is completed, we advise the district of the new owner and the district's rights.

Monitoring Bankruptcy - \$230 Chapter 7; \$360 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Motion to Dismiss: \$595

Motion for Relief from Stay: \$795

Objection to Plan: \$395

All preparation for and appearances in court are charged on an hourly basis.

Assessment Increase Notice - \$395

We prepare notice to the bankruptcy court of any increase in the ongoing debt owed to the district upon receipt of notice from you, including filing a proof of claim and letter to the bankruptcy attorney or debtor.

Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the district hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the district if different action is necessary.

Receiverships (County Court) - \$450 initial, then hourly. Court costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend that foreclosure be considered as a viable collection remedy in all problem cases. Our fee is based on the complexity of your circumstances and should reflect the value you will receive from the monetary result of the foreclosure.

Lien Sales - \$500

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

Status Report - \$75/month (if not accessed electronically)

We provide online access to each district's collection status report. For more information please contact us. If your district chooses to have us prepare your status report, there will be a monthly fee.

Asset/Person Locations - \$25-100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.



## **SERVING HOMEOWNERS ASSOCIATIONS**

Altitude Community Law P.C. is the premier law firm which serves legal needs of community associations. More than 2,500 associations throughout Colorado have chosen us to guide them through the formation, transition and operation of their organizations. Our association clients include condominium, townhome and detached single family associations across the state. We also provide debt recovery and covenant enforcement services to districts.

Communities ranging in size from two units to more than 90,000 units have enjoyed the personal attention we provide, along with the depth and breadth of knowledge that only years of experience can yield. More than any law firm, we focus on homeowners associations and covenant controlled communities. We have prepared in excess of 500 sets of rules and architectural control guidelines and assisted over 500 associations in amending or restating their legal documents.

With several offices throughout Colorado, we are able to service our clients in a timely, efficient, and responsive manner.

### **OUR TEAM**

Altitude Community Law was founded in 1988. Our attorneys work as a team to help you in the formation of a new community association, in running your existing association, or resolving disputes involving your association. Adding to the firm's 200 plus years of combined experience are attorneys Elina B. Gilbert, Melissa M. Garcia, David A. Firmin, David A. Closson, William H. Short, Debra J. Oppenheimer, Kiki N. Dillie, Jeffrey B. Smith, Maris S. Davies, Kate M. Leason, Amanda K. Ashley, Sheridan N. Classick, Jeremy B. Fletcher, Angela N. Hopkins, Arianne K. Gronowski and Callee G. Falcon.

### **CLIENT SERVICE - OUR NUMBER ONE PRIORITY**

Each member of our firm is committed to providing you with the best legal representation in our field at competitive rates that fit your budget. We also understand that each client has different needs and expectations, and good client servicing is in the eyes of the client, not in the eyes of the firm.

That's why we're committed to getting to know the board

members of your association so that we can understand and meet your needs. By returning your calls promptly, communicating with you regularly, and offering various educational workshops annually, we are always looking for ways to better serve you and to exceed your expectations in a law firm.

By working with you, we can help you accomplish your goals on behalf of your association, and we can make your role as a board member easier by providing you with the tools you need to do your job effectively.

**PREVENTION -  
THE BEST LEGAL  
APPROACH**

The first and best legal solution is preventing disputes and other legal problems. With a strong emphasis on prevention, we draw from our experience to help you lay a proper foundation for the future and avoid costly and destructive pitfalls.

And, while we emphasize prevention, we are also fully prepared to fight for your cause if the need arises. We can represent you to resolve disputes through mediation, arbitration or litigation.

**COMMITMENT  
TO  
EDUCATION**

Education of both community managers and board members has been the backbone of the firm since its inception. At Altitude, we believe that education is the best way to avoid problems in communities and we continually strive to provide the best and most accessible education to not only our clients, but to any directors or managers that want to better understand the industry. Altitude Community Education (ACE) provides numerous lunch forums, webinars, classes, and other educational opportunities to ensure your community's success. For more information please refer to our Education Tab on the Altitude website.

**COUNSEL FOR  
ASSOCIATIONS  
AT ALL STAGES**

We advise associations at all stages of growth; from pre transition to the mature association. Many areas of law converge to govern community associations. We can help you address issues at all stages of a homeowner association's development. In addition to our experience, we have been an advocate for community associations at the Capitol. Our attorneys serve on the Legislative Action Committee for CAI and are aggressively involved in monitoring and testifying in the legislature concerning bills affecting community associations.

**TRANSITION OF CONTROL**

One of the most pivotal times for a community association is during its transition from developer to homeowner control. The developer controls a common interest community during its formation. As lots or units are sold, transition from developer to homeowner control begins, with owners bearing the responsibility for the association's operation. Ideally this is a process rather than an isolated event. Over time, owners gradually become involved in the governance of the association. Altitude Community Law has assisted hundreds of associations with this process making for a smooth and problem-free transition.

**THE MATURE COMMUNITY ASSOCIATION**

Mature associations function best when they provide services to owners (as set forth in the governing legal documents) and responsibly enforce their governing documents and anticipate changing needs.

**REVIEWING, AMENDING AND INTERPRETING DOCUMENTS**

By periodically reviewing, amending or revising your association's articles of incorporation, bylaws, covenants, and rules, Altitude Community Law can help you build a strong, legally-sound foundation for your community. We can assist you by understanding your goals and redrafting, writing or amending rules, architectural control guidelines and covenants that address your association's needs within the framework of local, state and federal laws. We can also aid you in the proper interpretation and clarification of your governing documents.

**COVENANT ENFORCEMENT**

Two principles apply when addressing enforcement of covenants and rules. Covenants and rules must be carefully written to be enforceable and must be enforced consistently to retain their strength. The same principles apply when dealing with architectural control or design enforcement.

At Altitude Community Law, we can assist you in these important areas through use of our alternate dispute resolution services, or if need be, through our litigation services.

**CREATIVE PROBLEM SOLVING**

We've handled a wide variety of covenant enforcement issues and achieved many successes for our association clients. From painting and landscaping, to pets and parking, we have experience with virtually every imaginable covenant violation. While our goal is to resolve disputes outside of court, when litigation is necessary, we're strong advocates for associations. Not only do we have years of courtroom experience, but we also have years of industry

experience-insight that enables us to utilize creative solutions, as well as anticipate the challenges of a covenant violation lawsuit.

**DEBT  
RECOVERY**

Financial well-being hinges on timely collection of association assessments. In addition to traditional collections methods such as demand letters, liens, and personal lawsuits, we've developed successful alternatives to use when traditional methods fail, including the use of receiverships and foreclosures. In the last two years we've collected approximately \$9 million in delinquent assessments and fees for our clients. No other firm can claim this degree of success.

Every collection matter in our office is handled by an attorney, not the paralegal-driven model that many law firms use. This difference provides for better representation, higher quality work and better results for our clients.

We are also the first firm to provide clients with online status reports of their collection accounts. The information is real-time account history accessed through a secure online system.

**INSURANCE  
AUDIT**

At every stage of an association's maturity, it is important that the association have adequate insurance not only for the structures and improvements, but also for the board of directors. We can review your current policies for adequate coverage and to determine if your coverage complies with the requirements in your governing documents.

An association that isn't properly insured for general liability and property coverage, director and officer coverage, fidelity insurance, and gap coverage may be susceptible to lawsuits filed by owners. Our insurance audit can assist your association not only by determining any weaknesses in your coverage, but by recommending a more comprehensive insurance plan that will meet your needs and budget.

**DISPUTE  
RESOLUTION/  
LITIGATION**

We emphasize prevention of legal problems through thoughtful and thorough advice and counsel given prior to taking action or entering into transactions. When a legal problem does arise, we will assist you in finding the most practical and cost-effective solution. Our trial attorneys are not only experienced, but also have a long track record of winning in the courtroom. Our goal is to resolve disputes

outside of court whenever possible, and all Altitude Community Law attorneys have had formal training in mediation and negotiation.

But when a resolution cannot be found, we bring our extensive litigation experience to bear on behalf of our clients. We assess with you the benefits of litigation and weigh them against the costs and risks.

A wide variety of problems and needs come up in the course of governing and operating a homeowners association. Often the solution is not obvious. We enjoy taking both a creative and proactive approach and working with you to find legal solutions that allow you to do what your association wants to do. Altitude Community Law has gained a reputation for using ground-breaking methods and solving old problems in refreshing new ways.

Pertinent examples of such creative problem solving include:

- Negotiated and closed the first bond financing in the country by a homeowners association of 15 million dollars for various capital improvements.
- Negotiated and drafted a favorable annexation agreement that provided for substantial payment to the association.
- Identified and implemented procedures to collect working capital contribution from developer for use by association in a build-out community.
- Amended legal documents for a condominium community to create and sell a unit out of the common elements, with the proceeds going to the Association.
- Consolidated two associations into one, eliminating duplicate costs and overhead.

## **FINANCIAL CONSIDERATIONS**

From the beginning of our relationship with you, we welcome an open dialogue about the subject of fees and costs. We know how essential legal services are to your successful operation. We also know you must work within an established budget.

**HOW WE  
CHARGE FOR  
OUR  
SERVICES**

We have made every effort to package our services in a meaningful way that reflects their value to you. We strongly urge all associations to elect to be on one of our popular retainer programs. The retainer programs are set at levels to be a maximum benefit to your community. They further simplify the budgeting process by establishing a fixed monthly fee for certain services.

Additionally, whether you are on one of our retainer programs or not, fees for specific work are frequently quoted on a flat or fixed fee basis. We will work with you to select from these convenient options, or to create an alternative arrangement tailored to suit your needs.



# Altitude Community Law

## Shareholder in Charge of Finance



**David A. Firmin :: Shareholder**

**Education:** University of Denver (B.A., 1991); University of Denver (J.D., 1998).

**Member:** Colorado Bar Association; Southwestern Colorado Bar Association; Community Associations Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.

## Shareholder in Charge of Practice



**Elina B. Gilbert :: Shareholder**

**Education:** University of Michigan, Ann Arbor, Michigan (B.A., 1993); University of Detroit Mercy School of Law (J.D., Cum Laude, 1997).

**Member:** American Bar Association; Michigan Bar Association; Community Associations Institute; College of Community Association Lawyers.

**Practice Areas:** Condominium and Homeowners' Association Law.

## Debt Recovery



**Kiki N. Dillie :: Shareholder - Debt Recovery Department Head**

*(she / her / hers)*

**Education:** University of Colorado (B.A., 2002); University of Colorado School of Law (J.D., 2008).

**Member:** Colorado Bar Association; Colorado Creditor Bar Association; Community Associations Institute.

**Practice Areas:** Collections.



**Sheridan N. Classick :: Attorney**

**Education:** Metropolitan State University of Denver (B.A., 2015); Gonzaga School of Law (J.D., 2018).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute.

**Practice Areas:** Collections.



**Callee G. Falcon :: Attorney**

**Education:** Oklahoma State University (B.A., 2015); University of Oklahoma College of Law (J.D., 2022).

**Member:** Oklahoma Bar Association.

**Practice Areas:** Collections.

## Litigation/Foreclosure/Covenant Enforcement



### **Jeffrey B. Smith :: Shareholder - Litigation Department Head**

**Education:** Providence College (B.A., 2005); University of Denver College of Law (J.D., 2008).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute; Colorado Defense Lawyers Association.

**Practice Areas:** Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law; Foreclosure.



### **William ("Bill") H. Short :: Partner**

**Education:** University of Vermont (B.A., 1979); Emory University School of Law (J.D., 1982).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute. Colorado Defense Lawyers Association.

**Practice Areas:** Insurance Defense; D&O Liability; Construction Law; Civil Litigation; Contract Disputes; Fair Housing Law; Covenant and Rule Enforcement Litigation.



### **Debra J. Oppenheimer :: Partner**

**Education:** Metropolitan State College (B.S., 1986); University of Texas (J.D., 1989).

**Member:** Colorado Bar Association; El Paso Bar Association; Community Associations Institute.

**Practice Areas:** Covenant and Rule Enforcement Litigation; Insurance Defense; Civil Litigation; Contract Disputes; Fair Housing Law.

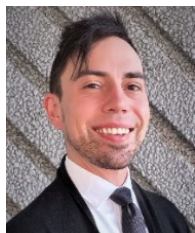


### **Kate M. Leason :: Attorney**

**Education:** University of Central Florida (B.A., 1987); University of South Florida (M.L.S., 2003); Barry University, Dwayne O'Andreas School of Law (J.D., 2008).

**Member:** Colorado Bar Association; Denver Bar Association; Community Associations Institute; American Association of Law Libraries.

**Practice Areas:** Foreclosure.



### **Jeremy B. Fletcher :: Attorney**

*(he / him / theirs)*

**Education:** Regis University (B.A., 2012); New England Law | Boston (J.D., 2017).

**Member:** Colorado Bar Association; Community Associations Institute.

**Practice Areas:** Covenant and Rule Enforcement Litigation.

## Transactional



**Melissa M. Garcia :: Shareholder - Business Development Department Head**

*(she / her / hers)*

**Education:** University of Nevada, Reno (B.A., 1996); California Western School of Law (J.D., 1999).

**Member:** Community Associations Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.



**David A. Closson :: Shareholder - Business Law Group Department Head**

**Education:** Colorado State University (B.A., 1995); University of Colorado (M.B.A., 2002); University of Colorado (J.D., 2002).

**Member:** Community Associations Institute.

**Practice Areas:** Business; Condominium and Homeowners' Association Law.



**Maris S. Davies :: Partner - Transactional Department Head**

**Education:** Ithaca College (B.S., 2001); University of Denver (J.D., 2009).

**Member:** Colorado Bar Association; Community Association Institute.

**Practice Areas:** Condominium and Homeowners' Association Law.



**Amanda K. Ashley :: Partner**

**Education:** Central Methodist University (B.A., 2000); Marquette University Law School (J.D., 2004). **Member:** Colorado Bar Association; Adams County Bar Association; Southwest Colorado Bar Association; Community Associations Institute; Wisconsin Non Resident Lawyer Division; Wisconsin Law Foundation Fellow

**Practice Areas:** Condominium and Homeowners' Association Law.



**Angela N. Hopkins :: Attorney**

**Education:** Metropolitan State University of Denver (B.A., 2015); University of Denver Sturm College of Law (J.D. 2015).

**Member:** Colorado Bar Association - Real Estate Law Section;

**Practice Areas:** Condominium and Homeowners Association Law.



**Arianne K. Gronowski :: Attorney**

*(she / her / hers)*

**Education:** University of Colorado, Boulder (B.A., 2001); University of Denver (J.D. 2004).

**Member:** Colorado Creditor Bar Association

**Practice Areas:** Condominium and Homeowners Association Law.



**BOARD OF DIRECTORS ROSTER**

Please complete and email to hoalaw@altitude.law, fax to 303.991.2045 or mail to 555 Zang Street, Suite 100, Lakewood, CO 80228-1011. This information will be used for communication (correspondence, blogs, newsletters, etc.) between our firm and you. It will not be released outside of our firm.

Thank you.

<b>District Name:</b>	<b>Date:</b>
<b>Website:</b>	

**PRESIDENT**

Name		Phone Numbers(s)	
Mailing		(H)	(C)
City,		(W)	Fax:
Email			
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):	

**VICE PRESIDENT**

Name		Phone Number(s)	
Mailing		(H)	(C)
City,		(W)	Fax:
Email			
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):	

**SECRETARY**

Name		Phone Number(s)	
Mailing		(H)	(C)
City,		(W)	Fax:
Email			
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):	

**TREASURER**

Name		Phone Number(s)	
Mailing		(H)	(C)
City,		(W)	Fax:
Email			
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):	

**MEMBER AT LARGE/ ADDITIONAL BOARD MEMBER**

Name		Phone Number(s)	
Mailing		(H)	(C)
City,		(W)	Fax:
Email			
I do not want to receive: E-newsletter <input type="checkbox"/> Blog <input type="checkbox"/> Periodic Client Alerts <input type="checkbox"/>		Term Expires (mo/yr):	



## **IDEA LAW GROUP, LLC**

4100 E Mississippi Ave, Ste 420, Denver, CO 80246 ■ Tel: 877-353-2146  
Colorado, Idaho, New Mexico, Nevada, Washington, Wyoming

Jon Wagner  
White Bear Ankele Tanaka & Waldron  
2154 E Commons Avenue, Suite 2000  
Centennial, CO 80122  
jwagner@wbapc.com

December 1, 2022

Jon,

Below is a basic description of IDEA Law Group, LLCs services and who we are, along with a basic fee structure for completing Colorado foreclosure actions.

IDEA Law Group, LLC is a 100% women owned, operated, and controlled law firm that represents creditors in all aspects of commercial and residential real estate mortgage defaults and all other creditors rights matters. Our law firm members are committed to the Women and Minority Business Enterprise models for the Firm while simultaneously promoting minority, women, veterans, LGBTQ, and persons with disabilities owned businesses through our diverse supplier base and partnerships in our ancillary services. IDEA Law Group firmly believes this uniquely diversified model allows us to meet and exceed our clients' expectations and business needs with superior service in repeatable and scalable processes.

### **OUR SERVICES**

While we handle a variety of legal matters, our main emphasis is creditor representation in the following areas:

- Residential and Commercial Foreclosure: judicial and non-judicial;
- Reverse Mortgage Foreclosures;
- Residential and Commercial Evictions: post-foreclosure evictions, SCRA Compliance checks, cash for keys negotiations, post-foreclosure bankruptcy checks, personal property evictions, and contested eviction litigation;
- Bankruptcy: Proofs of Claim, Motions for Relief, Transfers of Claim;
- REO Closings and Real Estate Finance and Lending Transactions;

- Residential and Commercial Litigation: wrongful foreclosure defense, consumer FDCPA, RESPA, and TILA defense, title curative, quiet title, and priority disputes;
- Loss mitigation, refinance, and loan modification transactions;
- Creditor's rights and compliance matters;
- Loan acquisition due diligence.

### **OUR COMMITMENT**

The members of IDEA Law Group LLC are dedicated to providing consistently excellent service with integrity, innovation, and professionalism in the practice of law. The Firm boasts a combined one hundred and forty years of experience and knowledge in the default legal services industry representing major financial institutions, mortgage lenders, servicer and private investor in routine default related services as well as complex litigation associated with foreclosure, eviction and bankruptcy actions, in strict compliance with applicable local, state and federal laws. The Firm prides itself on providing effective high-quality and personalized legal services to our clients while maintaining its commitment to inclusion, diversity, equality, and access.

### **Colorado Fee Schedule**

Public Trustee foreclosure actions	\$2,200 flat fee plus costs
Judicial Foreclosure actions	Billed by the hour (plus costs) \$325.00/hour for attorney time \$150/hour for paralegal time

All other services are billed on an hourly basis. We are happy to discuss any further needs you may have, services we can provide or address any specific questions. If you are interested and would like a more detailed statement of work we will be happy to provide a legal services agreement for your review.

Thank you,



Jennifer Rogers  
IDEA Law Group, LLC

Proposal for  
Covenant Enforcement,  
Foreclosure, and  
Collection Services for

**CLIENTS OF WHITE BEAR  
ANKELE TANAKA &  
WALDRON**

November 10, 2022



November 10, 2022

**Via E-mail (jwagner@wbapc.com)**

Jon Wagner, Esq.  
White Bear Ankele Tanaka & Waldron  
2154 East Commons Avenue, Suite 2000  
Centennial, CO 80122

***Re: Covenant Enforcement, Foreclosure, and Collection Legal Services Proposal of Orten Cavanagh Holmes & Hunt, LLC***

Dear Members of the Board:

Thank you for your interest in the legal services of Orten Cavanagh Holmes & Hunt, LLC. We understand that White Bear Ankele Tanaka & Waldron is seeking special counsel to conduct lien foreclosure, collection work, and prosecute covenant enforcement matters for its special district clientele (“Clients”). Based on this request, we are providing this proposal to share with your Clients.

### **Legal Services**

Our firm has extensive experience in covenant and rule enforcement matters, from the demand letter stage through trial and appeal. We have a dedicated covenant enforcement department including a team of two attorneys and two paralegals. The department is headed by managing partner Jonah Hunt.

Our covenant enforcement team as well as our transactional attorneys regularly counsel clients on covenant matters even before the manager sends initial contact to the potential violator. We have found that these initial discussions help our clients identify potential roadblocks to enforcement so that they may be addressed proactively rather than as a defense in a litigation matter.

Our operating philosophy in these matters is to seek or induce voluntary compliance from the owner if at all possible. When voluntary compliance is not obtainable, we prosecute each case diligently to trial in order to obtain compliance.

Additionally, our firm’s collection team provides a full range of legal remedies available under the law. The department is headed by attorney Hal Kyles. Mr. Kyles has over twenty years’ experience doing plaintiff judicial foreclosure lien foreclosures and collection work throughout Colorado. He is well versed in Colorado foreclosure law including C.R.S. § 38-22-101, which is the enabling statute for special districts to foreclose their statutory liens.

Other services include judgment enforcement through wage and bank garnishment, writs of attachment, etc.



Our operating philosophy is to seek voluntary compliance and payment from the owner when possible. When not obtainable, we prosecute each case diligently to trial in order to recover all sums due to the district.

**Engagement of our Law Firm**

Foreclosure and collection services are provided on a fixed fee basis. A schedule of fees is included with this proposal. In the event a lawsuit is contested, hourly rates apply.

Covenant enforcement services are provided at an hourly rate. Our hourly rates for 2023 for our principal attorneys range from \$355 - \$385 per hour. The rates for associate attorneys range from \$250 - \$360, and the hourly paralegal rate is \$140.

We have included a general engagement agreement with the description of applicable legal services, but we are happy to provide tailored proposals and engagement agreements specifically for any of your Clients requesting foreclosure and collection services. We welcome any questions regarding our services or our proposed engagement agreement.

We look forward to the opportunity to assist any of White Bear Ankele Tanaka & Waldron's Clients with their covenant enforcement, foreclosure and collection needs.

Sincerely,

ORTEN CAVANAGH HOLMES & HUNT, LLC



Jonah G. Hunt  
Managing Partner

Orten Cavanagh Holmes & Hunt recognizes that districts and their managers desire effective and expeditious resolution of covenant and rule violations.

Attorneys at our office have extensive experience in the covenant enforcement process. At every stage, our firm seeks compliance from the owner when possible. Sometimes, it only takes the act of handing the matter over to our attorneys to let the owner know that a district is taking the violation very seriously. A demand letter from our attorneys, which puts the owner on notice, frequently brings the matter to an early conclusion. Effective enforcement starts with communicating with the violator to try to get the violation corrected voluntarily.

Yet, a demand letter and/or notice of covenant violation is not always enough to accomplish compliance. At this stage we consult with the board and management on additional enforcement steps, including filing suit in either county or district court.

Our firm has an established track record of success in covenant enforcement lawsuits, including cases involving unusual or complex nuances, as well as those involving acrimonious owners.

We charge reasonable fees for preparation of demand letters, and when desired, to prepare and record notices of violation or to take the owner to court. We seek to collect attorney fees from the owner whenever possible, if appropriate given the context of the violation. However, compliance is first and foremost our main objective.

### **Covenant and Rule Enforcement Services**

- Consultation with the board and/or management
- Document review and interpretation
- Covenant enforcement policy preparation or revisions
- Demand letters
- Notice of covenant violation – recorded against the owner’s real property
- Settlement stipulation - after demand letter
- County or District court lawsuits (typically injunctive in nature)
- Collection of monetary awards obtained in covenant enforcement litigation
- Credit reports or skip traces by the law firm
- Monthly status reports (no charge)
- Other miscellaneous covenant enforcement services

Orten Cavanagh Holmes & Hunt recognizes that districts and their managers desire effective and expeditious resolution of delinquency cases.

Our collection department has recovered over 5.1 million dollars in the preceding 18 months on behalf of our clients. This success is predicated on processes and procedures which have been refined over the years as well as a dedicated team of employees.

Our firm has an established track record of success in debt collection and foreclosure, including cases involving unusual or complex nuances, as well as those involving acrimonious owners.

### **Collection and Foreclosure Services**

- Consultation with the board and/or management
- Document review and interpretation
- Collection policy preparation or revisions
- Demand letters
- Notice of lien – recorded against the owner’s real property
- Settlement stipulation - after demand letter
- District court foreclosure lawsuits
- Coordination and scheduling of foreclosure sales
- Deed preparation and recording
- Eviction
- Collection of monetary awards obtained
- Credit reports or skip traces
- Monthly status reports (no charge)
- Other miscellaneous collection services

**Foreclosure of Lien**

- Intent to Foreclose Letter – \$175
- Judicial Foreclosure Lawsuit & Lis Pendens - \$1,200
- Clerk’s Default/Dismissal - \$95 per Defendant
- Settlement Stipulation to Suspend Foreclosure - \$300
- Stipulated Motion Regarding Lien Priority - \$220
- Final Judgment and Decree - \$750
- Sheriff’s Sale Package - \$700
- Bid Letter - \$250
- Eviction Notice - \$110
- Eviction Lawsuit - \$460
- Deed Preparation - \$250
- Service by Publication - \$180
- Other Motions – Hourly
- Appearances – Hourly
- Cure Statement - \$200

**Demand Letters and Notice of Lien**

- Intake on Referrals – No Charge
- Review Title Report - \$50
- Notice of Lien - \$195
- Demand Letter - \$175
- Combined Demand Letter, Notice of Lien and Ownership & Encumbrance Report - \$380
- Follow Up, Reminder Letters or Default Notice - \$70
- Payment Plan - \$150 (Limited to term of 3 months)

**Receiverships**

- Receivership - \$500
- Court Ordered Case Status Report - \$130
- Monitor Receiver Compliance – Hourly

**County Court Lawsuits**

- Lawsuit – \$460
- Settlement Stipulation:
  - Term 12 Months or Less - \$250
  - Term Over 12 Months - \$350
- Combination Settlement Stipulation & Lawsuit - \$600
- Interrogatories or Contempt Citation - \$175
- Wage Garnishment - \$300
- Bank Garnishment - \$300
- Issuance of Bench Warrant - \$170
- Notice of Bench Warrant - \$100
- Obtaining Transcript of Judgment - \$50
- Appoint Military Counsel - \$170

**Public Trustee Foreclosures by First Lien Lenders**

- Monitor Lender Foreclosure - Hourly
- Bank as New Owner Notice Letter - \$70
- Intent to Redeem - \$250

**Owner Bankruptcies**

- Transfer of Claim - \$150
- Review of Bankruptcy and Ongoing Monitoring - \$300
- Proof of Claim - \$230
- Objection - \$230
- Relief from Automatic Stay - \$420
- Dismissal - \$320
- Appearances – Hourly

**Miscellaneous Collection Services**

- Lien Payoff - \$130
- Pending Sale Payoff - \$260
- Revised Payoff Letter - \$100
- Debt Verification Letter – No Charge
- Credit Reports or Skip Trace - \$75
- Response to a Fair Debt Collection Practices Act Dispute or DORA Dispute – Hourly
- Ledger Rebuilding – Hourly
- Release of Notices of Liens Filed by Others - \$80
- Entry of Appearance - \$110
- Monthly Status Reports – No Charge for Online Access
- Lien Assignments - \$500

**Collection Costs**

Costs are borne by the District.

## TERMS

Thank you for selecting Orten Cavanagh Holmes & Hunt, LLC (the “Law Firm”) to provide legal services as requested by the District. Requests for services may be made by the District’s manager or staff, or a designated board member liaison. The following includes the District’s terms of engagement of the Law Firm. Please note that this agreement becomes effective when the Law Firm receives a duly signed copy of the agreement and the Law Firm is not required to provide professional until such receipt.

**Representation of the District** - The Law Firm represents the District. The Law Firm’s professional responsibilities, and those of its attorneys and paralegals, run to the District. The Law Firm does not represent the board of directors, any individual board members or officers, the manager, the management company, or owners within the District, unless expressly authorized by the District and agreed to by the Law Firm. It is agreed to that the Law Firm will also communicate with and liaise with the District’s general counsel law firm, White Bear Ankele Tanaka & Waldron, as needed or requested.

**Law Firm Responsibilities** - The Law Firm will provide legal counsel and assistance on matters referred to us. We will rely upon information and guidance the District provides. We will keep the District reasonably informed of progress and developments and respond to its inquiries.

**District Responsibilities** - In order to enable the Law Firm to provide legal services, the District agrees to disclose fully and accurately all facts and keep our Law Firm apprised of all developments relating to matters referred. The Law Firm has the right to rely on ledgers, information, and documents provided by the District or its agents. The District is responsible for any damages incurred that result from providing inaccurate information or documents.

The District agrees to cooperate fully as needed and to be available to attend meetings, conferences, hearings, and other proceedings on reasonable notice, and stay reasonably informed on all developments relating to matters referred.

**Fees of the Law Firm**- For services not covered by a specific flat fee, hourly rates apply. The hourly rates for the Law Firm’s professionals range from \$355 - \$385 for principals, \$250 - \$360 for associates, and \$140 for paralegals.

**Costs** - The District authorizes the Law Firm to advance costs and expenses on its behalf as the Law Firm deems advisable. These advanced costs will be billed to the District monthly for reimbursement. Example expenses may include court costs, fees, service of process costs, title company costs, recording fees, or other expenses. Photocopy costs for litigation services or extraordinary projects will be billed at \$.15 per copy. Mailing costs for extraordinary projects will be billed per item.

**Travel** - Travel time is billed at ½ the hourly rate from the Law Firm’s Denver or Colorado Springs office. In the event travel extends beyond Denver and Colorado Springs, mileage is charged at IRS rates.

**Credit Card or Other Payment Charges** - If assessment collections are referred, the District’s general file is billed the merchant charges for the cost and convenience of accepting payments from owners by credit card, ACH, or otherwise. These fees are not chargeable to the accounts of owners.

**Billing and Payment** - Our fees are not contingent unless the Law Firm is engaged under an agreement providing for contingent payment. If the Law Firm has not received any comment about a statement within 30 days of its receipt, it assumes the District found it acceptable.

Payment is due 30 days from the date of the statement. Services are billed based on hourly rates or specific fee agreements. Invoices for hourly services will show the time spent performing services billed in tenth-of-an-hour increments, with a minimum charge of one-tenth.

Interest, at the rate of 18% per annum, is payable after 60 days.

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In the event the Law Firm files suit to recover unpaid legal fees, the prevailing party is entitled to its attorney fees.

**Attorney-Client Communication** - Our communications and statements generally contain information protected by the attorney-client privilege. As the privilege could be deemed to have been waived if someone other than the District, board members, officers and any manager or management company sees the privileged material, we recommend that you keep all such communications and statements in a separate file marked "Attorney-Client Privileged Materials" and keep the file in a secure place.

**Estimates of Fees for Services** - From time to time, the District may ask the Law Firm to make an estimate of the fees for completing all or part of a matter. Because it is often difficult to estimate how much time it will take to complete it, the Law Firm treats any estimate as an "educated guess" and not as an assurance that we will be able to do the work for the estimated price. When an estimate is given, we will advise the District when nearing the estimated price, and will also advise if we become aware that the estimate may be exceeded. At that time, the District may decide whether to terminate work on the matter, modify the referral, or proceed to completion with a different cost estimate.

**Files at the Law Firm** - The Law Firm maintains the District's files in electronic format. The District authorizes the Law Firm to digitize documentation received and destroy paper versions of any document if, at the discretion of the firm, they are no longer necessary to retain. The Law Firm will retain and will not destroy original documents specifically entrusted to us for continued retention as part of our services.

The District further agrees that the Law Firm may retain, destroy, or otherwise dispose of all or any portion of the files 10 years after services were provided on that matter without further notice, provided there are no pending or threatened legal proceedings known to the Law Firm's attorneys that relate to the matter, and its attorneys have not agreed to the contrary. If the District desires to have the electronic file returned to it, please notify the Law Firm of this request within 90 days of execution of this agreement.

Upon request, once all of the Law Firm's fees and costs are paid, the Law Firm will transfer files to another law firm or return files to the District.

**No Guarantee** - The Law Firm will perform professional services on the District's behalf to the best of its ability, but cannot make and have not made any guarantees regarding the outcome of the work. Any expressions by the Law Firm or its employees about the outcome are our best professional views only and are limited by our factual knowledge at the time they are expressed.

**Completion of Matter** - After a particular matter is completed, the Law Firm does not (unless the District specifically requests in writing that we do so) undertake to continue to review that matter and update the District concerning legal developments, such as changes in applicable laws or regulations. If the District does ask us to review a specific matter on which we have previously worked, we consider that to be a new representation. Thus, while we may, from time to time, call to your attention issues or legal developments that might be relevant, we are not undertaking to do so as a part of our representation.

**Termination of the Law Firm** - The District's engagement of the Law Firm may be terminated at any time, by either party. Upon termination, all amounts due and owing and incurred in withdrawing from representation of the District are to be paid upon receipt.

The Law Firm’s engagement is based on the above Terms of Engagement for our covenant enforcement, foreclosure, and collection services. Terms and fees may be updated upon written notice from Orten Cavanagh Holmes & Hunt.

**Electronic Delivery of Statements:** Monthly billing statements are delivered to the District electronically.

Billing email address: \_\_\_\_\_

Check here to opt out of electronic delivery. If opted out, statements will be mailed to the billing address.

District Billing Address	District Mailing Address (if different)
Address, City, State and Zip Code _____ _____	Address, City, State and Zip Code _____ _____

This Agreement is effective upon receipt by Orten Cavanagh Holmes & Hunt.

Agreed to and accepted on: \_\_\_\_\_  
Date

\_\_\_\_\_  
**DISTRICT (PLEASE PRINT FULL NAME)**

By: \_\_\_\_\_ Title  
District Authorized Agent

# Spencer Fane Team

## Covenant Enforcement Team

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### **Jamie N. Cotter**

*Partner*

Denver, CO  
303.839.3826  
jcotter@spencerfane.com

**Law School:**

University of Denver  
Strum College of Law (2008)

Jamie is a co-leader of Spencer Fane's firmwide Litigation & Dispute Resolution practice. She focuses much of her practice helping municipal, special districts and other quasi-governmental entities that are facing litigation by advising them on how to pursue or defend against claims so that they can move through the litigation process as efficiently and successfully as possible. She has a keen understanding of the specific laws affecting these entities and represents them in the district court and appellate court level. Jamie has represented special districts with respect to covenant enforcement and foreclosure actions across Colorado.



### **Jacob Hollars**

*Associate*

Denver, CO  
303.839.3707  
jhollars@spencerfane.com

**Law School:**

St. Louis University School of Law  
(2014)

Jacob is a litigator specializing in real estate, special district, and commercial matters. Jacob represents his clients in commercial disputes, such as breach of contract and real estate matters, and assists them in protecting their business. In addition, Jacob has experience representing contractors in construction defect claims and insurers in coverage disputes involving bad faith claims. Jacob has represented special districts with respect to covenant enforcement and foreclosure actions across Colorado.



### **Lauren A. Taylor**

*Associate*

Denver, CO  
303.839.3711  
ltaylor@spencerfane.com

**Law School:**

University of Iowa College of Law  
(2018)

Lauren focuses her practice on helping clients navigate complex litigation, bringing specific experience in construction, intellectual property, and corporate matters. In addition, she has experience representing special districts in various matters throughout the state.



### **Jose A. Castro**

*Associate*

Denver, CO  
303.839.3717  
jcastro@spencerfane.com

**Law School:**

University of Wisconsin (2019)

Jose is a full-service litigator who represents public, private, and corporate clients with all of their litigation needs. Jose focuses his practice on real estate, special district, and commercial matters, bringing experience handling cases in federal, state and administrative forums, and handling matters with a focus on efficiency and communicative client service.



# Spencer Fane Team



## **Sarah Estlund**

*Paralegal*

Kansas City, MO

816.292.8219

sestlund@spencerfane.com

### **Education:**

University of Iowa, BA (1999)

Sarah actively participates in all areas of real estate, commercial lending, financial services, and new market tax credit work, from initial structuring and drafting of loan documents, due diligence review, public records searches, maintaining closing checklists and participating in closing conference calls, facilitating the closing process and managing post-close items such as obtaining and reviewing recordable documents and loan policies. She creates entities, drafts initial formation and organizational documents, and regularly conducts UCC, litigation and bankruptcy searches, providing analysis and summary of the results. She prepares and files UCC financing statements, amendments and assignments with secretaries of state and county recorders of deeds nationwide. She assists attorneys representing banks, borrowers, developers, creditors, receiverships, and trustees.

## Spencer Fane Proposal for Districition Collection, Covenant Enforcement and Litigation

Phase	Activity	Resource	Rate	Hours	high	Cost (low)	Cost (High)
Collection	Analyze district rules and regulations on collections	Attorney	No Charge				
	Enter deadlines and requirements into system	Paralegal					
	Receive file, establish settlement authority	Attorney	\$440	1.0	1.0	\$440	\$440
	Initial Demand letter	Paralegal	\$275	0.5	1.0	\$138	\$275
	Final Demand Letter	Paralegal	\$275	0.5	1.0	\$138	\$275
	Record statement of lien	Paralegal	\$275	0.5	1.0	\$138	\$275
	Negotiate Settlement/ document settlement plan	Attorney	\$440	1.0	3.0	\$440	\$1,320
	Tracking settlement plan adherence	Paralegal	\$275	1.0	3.0	\$275	\$825
<b>Collection</b>	<b>Subtotal*</b>					<b>\$1,568</b>	<b>\$3,410</b>
Covenant Enforcement	Review and analyze district rules and regulations on covenant enforcement	Attorney	No Charge				
	Enter deadlines and requirements into system	Paralegal					
	Fee Assessment	Attorney	\$460	0.5	1	\$230	\$460
	Review and analyze enforcement	Attorney	\$460	0.5	1	\$230	\$460
	Notice of violation	Para	\$275	0.5	1	\$138	\$275
	Information gathering	Para	\$275	0.5	1	\$138	\$275
	Initial Demand	Para	\$275	0.5	1	\$138	\$275
	Follow up demand	Para	\$275	0.5	1	\$138	\$275
	Internal Appeal process	Attorney	\$460	1	6	\$460	\$2,760
	Record of Statement of Lien	Para	\$275	0.5	1	\$138	\$275
	Complaint	Attorney	\$460	1	2	\$460	\$920
<b>Covenant Enforcement</b>	<b>Subtotal*</b>					<b>\$2,068</b>	<b>\$5,975</b>
Foreclosures	Title Work	Paralegal	\$275	0.5	1.0	\$138	\$275
	Preliminary Analysis	Attorney	\$440	1.0	1.0	\$440	\$440
	Complaint	Attorney	\$440	1.0	2.0	\$440	\$880
	File Complaint	Paralegal	\$275	0.5	1.0	\$138	\$275
	Serve Complaint	Paralegal	\$275	0.5	1.0	\$138	\$275
<b>Litigation</b>	<b>Subtotal*</b>					<b>\$1,293</b>	<b>\$2,145</b>
Contested Litigation	Litigation	Sr. Associate**	\$450	TBD			
	Litigation	Sr. Partner**	\$450				
	Litigation	Paralegal	\$275				
*Estimate for discussion purposes only; Spencer Fane will be willing to discuss flat fees or project caps based on expected volume and after establishing criteria for situations requiring carveouts.							
**Blended rates							

Leyden Rock Metropolitan District  
c/o CCMC  
17685 W. 83<sup>rd</sup> Drive  
Arvada, CO 80007

Dear Candidate:

The Board of Directors of Leyden Rock Metropolitan District (the “District”) has decided to facilitate information on each candidate running for a seat on the board by giving each candidate an opportunity to complete the attached “Candidate Statement” form. The board felt this was an important step to give each candidate an equal opportunity to voice their message as well as allow the voters the ability to learn more about the candidates they are voting on.

If you choose, please submit your completed Candidate Statement and a photo of yourself no later than **noon on Wednesday, April 5, 2023** to Ben Smith at [besmith@ccmcnet.com](mailto:besmith@ccmcnet.com). The photo should be a .jpg or .png image no larger than 500x500. Your response will be known as a “Candidate Statement”.

The order of the Candidate Statements will match the order of the candidate names as they appear on the ballot. The views, thoughts, and opinions expressed in the Candidate Statements belong solely to the respective candidate. The District will not review the Candidate Statements for accuracy or provide any additional guidance beyond this email regarding Candidate Statements.

All Candidate Statements will be added to the District website on April 5, 2023. If your Candidate Statement is received after the deadline of **noon on Wednesday April 5, 2023**, it will be added to the website as soon as practical after it is received. If your Candidate Statement is longer than 1,200 words any additional words after 1,200 will be deleted. If your Candidate Statement includes any hateful, obscene, offensive, defamatory, or violent language as determined by the Board it will not be added to the website. To be clear, Candidate Statements or photos that do not meet the requirements of this letter will NOT be posted to the website.

By providing a Candidate Statement, the candidate hereby agrees to 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 any claims relating to the Candidate Statement, including but not limited to Claims made against the District Indemnitees under the Fair Campaign Practices Act.

Sincerely,

Board of Directors  
Leyden Rock Metropolitan District

Leyden Rock Metropolitan District  
c/o CCMC  
17685 W. 83<sup>rd</sup> Drive  
Arvada, CO 80007

Acknowledgement by the Candidate:

Signature: \_\_\_\_\_

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

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

Leyden Rock Metropolitan District  
c/o CCMC  
17685 W. 83<sup>rd</sup> Drive  
Arvada, CO 80007

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

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

Why should I be elected to the Leyden Rock Metropolitan District Board of Directors?:(limited to 1,200 words)

\*Candidates may include a .jpg or .png image no larger than 500x500 to be posted to the website. Please imbed the photo in this Word document.

**OPTIONAL:**

Provide your email address and/or phone number here if you are okay with residents contacting you directly.

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_