

LEYDEN ROCK METROPOLITAN DISTRICT

REGULAR MEETING

via teleconference

Tuesday, September 20, 2022 at 6:00 P.M.

<https://leydenrocklife.com/>

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

This meeting can be joined through the directions below:

Join Zoom Meeting

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

Meeting ID: 898 1587 8839

Passcode: 189576

Phone: 720-707-2699

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Consent Agenda
 - a. Approval of Minutes from August 23, 2022 Special Meeting (**enclosure**)
 - b. Approval of Minutes from September 11, 2022 Special Meeting (**enclosure**)
 - c. Approval of Contract with Diann Smith d/b/a The Smithstonians for September 17, 2022 (**enclosure**)
 - d. Approval of Contract with Sherri MacLean d/b/a Fantastic Facepainting for September 24, 2022 (**enclosure**)
 - e. Approval of Contract with Master Events & Gaming LLC d/b/a Casino Party USA for October 8, 2022 (**enclosure**)
 - f. Approval of Contract with Equalized Productions, LLC for December 9, 2022 and December 11, 2022 (**enclosure**)
5. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
6. Committee Reports
 - a. Landscape Committee Report

2022 Regular Meetings

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

7. Director Matters
8. Financial Matters
 - a. Consider Approval of Schedule of Cash Position (**enclosure**)
9. District Management Matters
 - a. District Manager Report (**enclosure**)
 - b. Discussion Regarding Bond Proceed Project Payments
 - c. Discussion Regarding Management of Improvements and Progress by Architerra
 - d. Consider Approval of Pool Fob Access Proposal (**enclosure**)
 - e. Consider Approval of Snow Removal Proposal (**enclosure**)
 - f. Discussion Regarding Patios Home HOA Paint Process
 - g. Discussion Regarding Resident Access to Open Space
 - h. Consider Approval of 2023 Community Sponsorship Program
 - i. Consider Approval of Additional Fence Line Mow
 - j. Discussion Regarding Trash Enclosure at the Clubhouse
 - k. Discussion Regarding Capital Projects
 - i. Discussion of Project Management Proposal
 - l. Other Management Matters
10. Legal Matters
 - a. Other Legal Matters
11. Executive Session – The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purposes of receiving legal advice as it relates to the Independent Contractor Agreement with Commercial Fence & Iron Works Colorado, LLC and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators as it relates to the Independent Contractor Agreement with Commercial Fence & Iron Works Colorado, LLC.
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 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.
13. Other Business
 - a. Next Meeting October 18th at 6:00 p.m.
14. Adjourn

2022 Regular Meetings

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

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, August 23, 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:

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, Katie Call, Operations Coordinator, Jessica Towles, VP, CCMC. Alex Fink, CLA.

Call to Order

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

**Conflict of Interest
Disclosures**

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

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.

Consent Agenda

The Board reviewed the minutes from the July 19 and August 11 meetings. Following a motion duly made and seconded, the Board unanimously approved the minutes.

Public Comment

None.

Committee Reports

Tanis Batsel Stewart reported on the efforts on the Landscape Committee and led a discussion regarding a plan for tree replacement within the District.

Ms. Batsel Stewart requested \$15k for the planting of trees within the demo garden as a tool for homeowners to know what types of trees survive and thrive within the local environment.

Following discussion, upon a motion duly made and seconded, the Board approved the request for funds.

Director Matters

Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Resolution Establishing Board Liaisons. The liaisons are as follows.

ARC/Tribunal –

Tanis, Scott

Budget/Reserve Items –

Brett, Jeff

Common Area/Clubhouse Repairs –

Brett, Christian

Landscape Enhancement –

Brett, Tanis

Landscape Maintenance/Snow Removal –

Brett, Tanis

Pool Repairs/Updates –

Scott, Christian

Social Contracts -

Jeff, Christian

Landfill –

Scott, Jeff

Compliance/Violations –

Scott, Jeff

Financial Matters

Mr. Fink presented the Schedule of Cash Position dated June 30, 2022. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Schedule of Cash Position.

District Management Matters

Mr. Smith presented his District Management report.

Appointment of Ad Hoc Budget Committee Members

Following discussion, upon a motion duly made and seconded, the Board unanimously appointed the following members to the 2022 Budget Committee.

- Ryan Heckenberg
- Glenda Heinlein
- Mike Vallone
- Ian Owens
- Erica Ladwig
- Jon McGuire
- Chris Woodley

Discussion of Clubhouse A/V

Following discussion, upon a motion duly made and seconded, the Board unanimously approved an amount up to \$110K that will come in two proposals for adding an A/V system to the clubhouse.

Discussion Regarding Extension of Pool Season

Following discussion, upon a motion duly made and seconded, the Board unanimously approved extending the pool season until Sunday, September 18, 2022.

Adjournment

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

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 20th day of September, 2022.

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Sunday, September 11, 2022 at 1:00 P.M. via
Teleconference and in person at the Clubhouse

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, and Katie Call, Operations Coordinator, CCMC.

Call to Order

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

**Conflict of Interest
Disclosures**

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

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

Residents Michelle Kostner, Ron Hill, and Eric Newkirk all made comments to the Board. Michelle Kostner commented on the process of Ad Hoc Budget Committee appointments. Ron Hill and Eric Newkirk commented on the capital projects/emergency road access.

Capital Improvement Workshop

The Board started the workshop off discussing the goals and vision they have for the projects.

The Board then discussed how to move forward with all of the various types of projects being discussed.

Finally, the Board narrowed down the vision and began discussion on how much investment should be made into each specific project.

Consider Approval of Doggy Dive In Event at the Pool

Following discussion regarding the event, upon a motion duly made and seconded, the Board unanimously approved the Doggy Dive In Event at the Pool.

Other Business

Next Meeting

September 20, 2022 at 6 PM via teleconference.

Adjournment

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

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 23rd day of August, 2022.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Diann Smith d/b/a The Smithstonians
Title of Agreement/Contract: Live Music Performances, 9/17/2022 & 9/24/2022
Agreement/Contract Date: September 7, 2022

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

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

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

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

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

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

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

The Contractor affirmatively makes the follow declarations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
Scope of Services/Compensation Schedule

QUOTE

DATE: 9/6/2022

The Smithstonians
Diann Smith
6380 W. 74th Pl.
Arvada, CO 80003
(303) 501-5924
Jspainting.jimsmith@gmail.com

TO Customer:
Leyden Rock Metropolitan District
8360 E. Via de Ventura Dr. Ste #L-100
Scottsdale AZ, 85258

DESCRIPTION	LINE TOTAL
We are providing 2 hours of music on September 17. th Lookout Park show will be from 4pm-5pm. We will then be moving our equipment to Daybreak Park. The Daybreak Park show will start at approximately 6pm and end at 7:30.	\$1,500.00
Generator Rental	\$120.00

SALES TAX	No sales tax
TOTAL	\$1,620.00
DEPOSIT 25%	\$405.00
REMAINING BALANCE (DUE UPON COMPLETION)	\$1,215.00

Quotation prepared by: Trevor Smith - 720-626-2013 -trevor.peakpro@gmail.com _____

This is a quotation on the goods named, subject to the conditions noted below: Any Additional time will cost extra. Deposit is non-refundable after 3 days. Cancellation or an early end to the performance may occur if weather is too severe to play. High winds, rain, hail or snow may stop the band from being able to safely play.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

QUOTE

DATE: 8/8/2022

The Smithstonians
Diann Smith
6380 W. 74th Pl.
Arvada, CO 80003
(303) 501-5924
Jspainting.jimsmith@gmail.com

TO Customer:
Leyden Rock Metropolitan District
8360 E. Via de Ventura Dr. Ste #L-100
Scottsdale AZ, 85258

DESCRIPTION	LINE TOTAL
We are providing 2 hours of music on September 24 th from 6pm-8pm. This will be an acoustic set not all instruments will be included in this show. Access to power will need to be provided. If power is not accessible we will need to rent a generator.	\$500.00
Generator Rental reimbursement from the August show.	\$80.00

SALES TAX	No sales tax
TOTAL	\$580.00
DEPOSIT 25%	\$145.00
REMAINING BALANCE (DUE UPON COMPLETION)	\$435.00

Quotation prepared by: Trevor Smith - 720-626-2013 -trevor.peakpro@gmail.com _____

This is a quotation on the goods named, subject to the conditions noted below: Any Additional time will cost extra. Deposit is non-refundable after 3 days. Cancellation or an early end to the performance may occur if weather is too severe to play. High winds, rain, snow, or hail may stop the band from being able to safely play.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

**Request for Taxpayer
 Identification Number and Certification**

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Diann H. Smith	
2 Business name (if disregarded entity name, if different from above) The Smithstonians	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one 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) Note: 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. 6380 W. 74th Pl.	Requester's name and address (optional)
6 City, state, and ZIP code Arvada, CO 80003	
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.

Social security number 523 - 53 - 171042
or Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Signature of U.S. person: **Diann H. Smith** Date: **8-8-2022**

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.

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.



Independent Contractor Status Form

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

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

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

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) The Smithstonians
performing (type of work) Live Music

Federal Employer Identification Number: 523-53-7042

Address: 6380 W. 74th Pl. Arvada, CO 80003

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

Address: _____ Coverage #: _____ Phone: _____

1. The Independent Contractor Understands by signing this agreement that he/she:

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

Diana H. Smith
Signature of Independent Contractor

8-8-2022
Date

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

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Sherri MacLean d/b/a Fantastic Facepainting

Title of Agreement/Contract: Face Painting Services, September 24, 2022

Agreement/Contract Date: August 25, 2022

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

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

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

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

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

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

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

The Contractor affirmatively makes the follow declarations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District: By: <u><i>Jeffrey Cunningham</i></u> <small>Jeffrey Cunningham (Sep 2, 2022 14:18 MDT)</small> Name: Jeffrey Cunningham Title: Director	Contractor: By: <u><i>Sherri MacLean</i></u> <small>Sherri MacLean (Sep 2, 2022 14:27 MDT)</small> Name: Sherri MacLean Title: Owner
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Exhibit A
Scope of Services/Compensation Schedule



"We specialize in the need for speed by offering Fantastic Facepainting that can move any line fast and efficiently!"

FANTASTIC FACEPAINTING

"Where our #1 goal is to help make your event a great success!"

4835 W. 127th Place • Broomfield • CO 80020 • info@fantastic-facepainting.com
Tel: (303) 910-8817 Fax: http://www.Fantastic-Facepainting.com

Performance Agreement

This is a Performance Agreement between FANTASTIC FACEPAINTING ("FF") and:

Christine Ahern
Leyden Rock Metro District ("Client")
17685 W 83rd Drive Arvada, CO 80007

Email: cahern@ccmcnet.com Web:

FF will provide services at the following time and location:

Sep 24, 2022 - Saturday, 4:00pm to 8:00pm
Leyden Rock Metro District 17685 W 83rd Drive, in Arvada, CO, 80007

FF will provide:

<i>Item</i>	<i>Rate</i>
Professional, Insured Facepainter 1 of 4	\$500.00
Artist: Offering half face designs to move a line.	
Professional, Insured Facepainter 2 of 4	\$500.00
Artist: Offering half face designs to move a line.	
Professional, Insured Facepainter 3 of 4	\$500.00
Artist: Offering half face designs to move a line.	
Professional, Insured Face Painter 4 of 4	\$500.00
Artist: Offering half face designs to move a line.	

Notes:

*Do you want adults to be painted to? Yes, only if there is time.
What other artists will be at your event? (We ask this so there is no conflict with design choices for line management). Fantastic Facepainting is the only entertainment we are hiring for our event.
Tipping: Fantastic Facepainting will pay the artist directly, feel free to tip directly at the event if you choose to.
;) Yes, it is okay for the artist to put out a tip jar.
Event Start Time: 4pm-8pm
Event Name: Fall Fest
Event Location: The event will be at our business (outside) with a table and SECURED, level tent coverage provided for artist.
Payment choice: Check (Made out to Fantastic Facepainting), due 3 days before the event.
Event Street Address: 17685 W 83rd Drive, Arvada, CO 80007
Ages of Kids Attending (age range okay) All*

Please check if your event is indoors?No
Please check if your event is outdoors?Yes
If outside, artists will need shade coverage. Tent needs to be staked and weighted. Balloon twisters are mobile, facepainter(s) need a table(s).Yes
If your event is outdoors and the temperature drops below 57 degrees, will you be able to put the artist indoors, in a heated building?yes
Will this event be attended by;Mix of both boys and girls.
Special Instructions for Parking.Please park along circle

Fee Info:

Client will provide a total of \$2,000.00 by Oct 1, 2022.

Payment Summary:
Total: \$2,000.00

PAYMENT OPTIONS

- 1) Please send payment to:
Fantastic Facepainting: 4835 W. 127th Place, Broomfield, CO 80020
- 2) Zelle: 303-910-8817

Agreement Terms

- 1) Client may be requesting a Professional, Insured artist for:
 - Full or Half face painting designs
 - Caricatures - Black and white, unless other specified
 - Balloon Twisting - Simple or complex designs depending on info from Event Information Form
 - Glitter Tattoos
 - Henna Artist
 - * Designs are for both boys and girls or adults, depending on info from the Event Information Form.
 - 2) Breaks: Bathroom breaks when needed.
 - 3) Limitations on Artwork (for facepainting): Artist will not paint on any part of the body that is not legal to expose, or anyplace she does not feel comfortable painting. Artist will not paint any design or wording that is obscene, offensive or defies good taste.
 - 4) Artist Cancellation Conditions: Artist has the right to cease working and leave without refunding any monies if there are extreme adverse weather conditions that make it unsafe for the artist to work.
 - 5) Customer Cancellation Conditions: If there is a cancellation of this contract at any time before the date of event, FANTASTIC FACEPAINTING shall be entitled to recover 50% of the fee set forth.
 - 6) Safety: For safety reasons, Artist will not paint children under 2 years old.
 - 7) Sanitary: For sanitary reasons, Artist will not paint anyone who is or appears to be sick or suffering from: cold sores; conjunctivitis; any infectious skin condition; eczema or open wounds. Artist will provide a Health and Safety Sign at every event.
 - 8) Temperature: If temperatures drop below 58 degrees, artist(s) will need to be moved to a heated building. If artist is working outside, the event host will need to provide tent coverage to be protected from sun exposure.
 - 9) Event host will provide secured and weighted shade coverage, on a flat surface, and a table for the artist.
 - 10) Payment will need to be made 3 days prior to the event date, unless you've made other arrangements with Fantastic Facepainting. If sending a check, please allow time for mailing so it arrives 3 days prior to the event.
- For payment, we accept
- 1. Checks made out to Fantastic Facepainting. Sent to:
Fantastic Facepainting
4835 W. 127th Place, Broomfield, CO 80020
 - 2. Venmo (@Sherri-MacLean-1 3. Zelle: 303-910-8817

Thank you so much for choosing Fantastic Facepainting for your event. Our #1 goal is to help make it a great success!

As agreed

FANTASTIC FACEPAINTING

Aug 24, 2022
Date

Christine Ahern
Leyden Rock Metro District

Date



Independent Contractor Status Form

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

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

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

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) Fantastic Facepainting
performing (type of work) professional face painting & balloons
Federal Employer Identification Number: 42-1721400
Address: 4835 W. 127th Pl., Broomfield, CO 80020
Is an independent contractor (IC) and is not an employee of the following district: Leyden Rock Metropolitan District
Address: _____ Coverage #: _____ Phone: _____

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

Merrill MacLean
Signature of Independent Contractor

6/28/2022
Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2022

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

PRODUCER Veracity Insurance Solutions, LLC. 260 South 2500 West, Suite 303 Pleasant Grove UT 84062			CONTACT NAME: BWI Program Support PHONE (A/C, No, Ext): (877) 536-7290 FAX (A/C, No): 801-763-1374 E-MAIL ADDRESS: info@insurebodywork.com	
INSURED Sherri MacLean, DBA Fantastic Facepainting 4835 W. 127th Place Broomfield CO 80020			INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Company NAIC # 26832 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	PLE703135-BWI338522	06/12/2022	06/12/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ANIMAL BAILEE \$		
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS	<input type="checkbox"/>				SCHEDULED AUTOS NON-OWNED AUTOS	<input type="checkbox"/>	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB	<input type="checkbox"/>				OCCUR CLAIMS-MADE	<input type="checkbox"/>	EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in WI) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>				Y/N	N/A	<input type="checkbox"/>
A	Professional Liability	<input checked="" type="checkbox"/>	PLE703135-BWI338522	06/12/2022	06/12/2023	INCLUDED		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)
It is understood and agreed that the Certificate Holder is named as Additional Insured per attached CG 20 26 (Ed. 04 13) - Additional Insured - Designated Person or Organization subject to all policy terms, conditions, and exclusions.

CERTIFICATE HOLDER Leyden Rock Management District 8360 E. Via de Ventura Blvd. L-100 Scottsdale, AZ 85258	CANCELLATION 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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ACORD 25 (2014/01)
INS025 (201401)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

Leyden Rock Management District

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. in the performance of your ongoing operations; or
- 2. in connection with your premises owned by or rented to you.

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- 1. required by the contract or agreement; or
- 2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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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 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. Sherri MacLean	
2 Business name/disregarded entity name, if different from above Fantastic Facepainting	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one 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) ► _____ <small>Note: 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.</small> <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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 4835 W. 127th Place	Requester's name and address (optional)
6 City, state, and ZIP code Broomfield, CO 80020	
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.

Social security number											
or											
Employer identification number											
4	2	-	1	7	2	1	4	0	0		

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - 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 ► <i>Sherri MacLean</i>	Date ► 5/3/2022
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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.

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-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)

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- 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.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Master Events & Gaming LLC d/b/a Casino Party USA
Title of Agreement/Contract: Poker Tournament Event Services, 10/08/2022
Agreement/Contract Date: August 25, 2022

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

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

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

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

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

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

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

The Contractor affirmatively makes the follow declarations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
Scope of Services/Compensation Schedule



www.usacasinoparty.com

National:

2305 South Syracuse Way #5

Denver, Colorado 80231

O: 303-280-3096

Contract

Date: Saturday, October 8th, 2022

Contact: Christine Ahern cahern@ccmcet.com
720-765-4668

Event: Poker Tournament

Location: Leyden Rock Clubhouse
17685 West 83rd Drive
Arvada, Colorado 80007

Times: Setup: 5:30 PM
Guest Arrive: 6:30 PM
Meet & Greet: 6:30 PM to 7:00 PM
Poker Tournament: 7:00 PM to 10:00 PM

Contract: cp-co-22257-leyden

This is the contract requested by Christine Ahern per the conversation with Brian Masters representing Casino Party USA in Colorado, on August 24, 2022 to facilitate the event needs for the Casino Theme Party at the location listed above.

Casino Party USA will provide: Poker Tournament Package: Four (4) Gaming Tables

1. Four (4) "Casino Quality" Texas Hold'em Poker Table w/ Dealer
 - Each Poker table can accommodate 10 players
 - Table Dimensions 8' x 4'
2. Event Management Staffing
 - One (1) Pit Boss / Event Manager
 - Total Number of Tables: Four (4)
 - Total Number of Staffers: Five (5)
3. All necessary equipment including, but not limited to, Cards, Dice, Poker Timer, and other necessary gaming equipment.
4. Delivery, Set-up, Operation & Breakdown of Equipment
5. All required Dealers dress in appropriate attire. (Black / Whites)

6. Operation of the gaming portion of the event. Including disbursement of gaming chips, "casino hosting duties" and possible distribution of prizes and awards. All issues regarding the gaming portion of the event will be governed by Casino Party USA and its management in attendance.
 - a. Distribution of "Gaming Chips" \$2500 in Gaming Chips per guest.
 - b. Tournament Director Services
 - c. Additional "Addons" & "Rebuys" as allowed
 - d. Digital Displays of "Rounds" "Timers" "Status"
7. Proof of Liability Insurance and listing of "Additional Insured" for the Location and event.
8. Casino Party USA DOES supply chairs for the tables. Chairs may be rented from CPUSA for \$3.00 each. Total number of chairs needed: Forty-five (45)

Pricing:

Poker Tournament Event: \$800.00

Leyden Rock Clubhouse will supply Forty-four (44) Chairs

Total Entertainment Price: \$800.00*

*Entertainment price does not include any staff gratuity for EXCEPTIONAL service only.

This quote is valid until September 7th, 2022 at 5 PM. No offers of service, staff, or equipment is valid after that date without a signed contract and twenty percent (20%) Non-Refundable RETAINER.

The RETAINER is to guarantee the services we provide, including but not limited to the production of the contract, meetings, event planning, additional phone calls, venue walk through's, scheduling & staffing.

Additional Notes: A "walk through" is requested of the residence premises to familiarize both parties with the physical location and layout for the event. Casino Party USA will also need to be informed of the "Point of Contact" at the residence facility to discuss load in / out requirements.

Any changes to the contract must be made prior to 72 hours of the scheduled setup of the event. All changes must be agreed upon by both the undersigned parties.

If you have any questions or concerns, please feel free to contact Casino Party USA at 303-280-3096.

Thank you,

 Brian Masters
 Casino Party USA
brian@megdenver.com
 O: 303-280-3096
 2305 South Syracuse Way #5
 Denver, Colorado 80231

 Name

 Title



Independent Contractor Status Form

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

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

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

We certify UNDER PENALTY OF PERJURY that: (Name and Trade Name) MASTERS EVENTS + BANQUET
performing (type of work) Bartending
Federal Employer Identification Number: 81-3557194
Address: 2305 South Syracuse Ave #5 Denver CO 80231

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

Address: _____ Coverage #: _____ Phone: _____

1. The Independent Contractor Understands by signing this agreement that he/she:

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

[Signature]
Signature of Independent Contractor

02/23/22
Date

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

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Masters Events & Gaming

2 Business name/disregarded entity name, if different from above

Casino Party USA

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: 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.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2305 South Syracuse Wat #5

6 City, state, and ZIP code

Denver, Colorado 80231

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

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.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

8	1	-	3	5	5	7	1	9	4
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Part II Certification

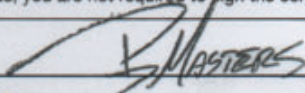
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ JAN 25, 2022

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2022

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).

PRODUCER 7260 Insurance 4920 Crest Road Fort Collins CO 80526		CONTACT NAME: Joline Fantham PHONE (A/C, No, Ext): (970) 226-1180 E-MAIL ADDRESS: office@7260insurance.com FAX (A/C, No): (844) 269-8206																						
INSURED Masters Events & Gaming 2305 S Syracuse Way, Ste 5 Denver CO 80231		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : WESTERN WORLD INS CO</td> <td>13196</td> </tr> <tr> <td colspan="2">INSURER B : ARTISAN AND TRUCKERS CASUALTY COMPANY</td> <td>10194</td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : WESTERN WORLD INS CO		13196	INSURER B : ARTISAN AND TRUCKERS CASUALTY COMPANY		10194	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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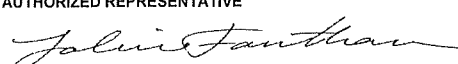
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP8659681	08/11/2021	08/11/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			02789793	11/25/2021	11/25/2022	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 100,000
							BODILY INJURY (Per accident)	\$ 300,000
							PROPERTY DAMAGE (Per accident)	\$ 100,000
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

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

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INDEPENDENT CONTRACTOR AGREEMENT
(CLUBHOUSE AUDIO/VISUAL SYSTEM SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 7th day of September 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and EQUALIZED PRODUCTIONS, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor: Equalized Productions
5529 Gray Street
Arvada, CO 80002
Attention: Dave Kistler
Phone: (720) 639-6571
Email: dkistler@equalizedproductions.com

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

33. WARRANTY AND PERMITS. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All materials are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

a. The Contractor hereby warrants the Work for a period of two (2) years from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

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

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

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

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

f. At or around twenty-three (23) months, but no more than two (2) years, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

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

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

[Signature pages follow].

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

District's Signature Page to Independent Contractor Agreement for Clubhouse Audio/Visual System Services with Equalized Productions, dated September 7, 2022

CONTRACTOR:
EQUALIZED PRODUCTIONS, a Colorado
limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as the _____ of Equalized Productions, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for Clubhouse
Audio/Visual System Services with Leyden Rock Metropolitan District, dated September 7,
2022***

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall provide the following audio/visual system services:

I. SCOPE OF WORK:

- A. Clean, inspect, and test all existing equipment, components, and cabling that will be reused (if any)
- B. Remove all existing equipment that will not be reused
- C. Installation and services per the following approved quotes
 - 1. Quote #2020
 - 2. Quote # 2174
- D. Testing and tuning and commissioning
- E. Training and system support
- F. Two-year installation warranty
- H. Inclusions:
 - 1. All equipment in association with attached equipment lists
 - 2. Connectors and installation accessories associated with the attached equipment lists
 - 3. All labor associated with this installation
 - 4. Possible use of sub-contractors and independent contractors if needed with written approval of the District
 - 5. All tools needed to conduct the installation
 - 6. Insurance as provided under this Agreement
 - 7. Training and two-year installation warranty
- I. Exclusions:
 - 1. Structural, electrical, or architectural engineering reports or certifications, except those reports or certifications required by law
 - 2. Any touchup or modifications to sheetrock or painting necessary pre-or post-installation
 - 3. Any sheetrock repairs due to construction defects or damaged wire and cabling
 - 4. Any other wiring modifications or wiring additions not specified herein unless complimented by an approved work order agreement between Contractor and District
 - 5. Any equipment location additions or modifications and/or other packages unless complemented by an approved work order

6. Any additional equipment, furniture, or materials not listed in this Agreement
7. Support for equipment or system peripherals provided by the District
8. Associated cooling systems unless specifically outlined in this Agreement
9. Cable or satellite TV services, activations, modifications, or cable boxes
10. Internet services, activations, modifications, switches, QoS, additional PoEs, or modems
11. Warranty or liability for any District provided equipment
12. Bonding, except otherwise required by this Agreement and may be subject to additional costs
13. Additional travel expenses incurred due to scheduling conflicts, delays, or changes

II. WARRANTY AND LIMITATIONS:

- A. All installation design and concepts are represented in this Agreement and are exclusive property of Contractor.
- B. The Contractor provides a two (2) year installation warranty terms on any wiring and connections made by exclusively by Contractor, subject to the limitation set forth in Section II.C below.
- C. All equipment warranties will remain through the standard manufacturer's warranties provided with the equipment.

III. RETURNS AND REFUNDS:

- A. Because each contract is specifically designed for each particular customer, Contractor does not accept any returns on equipment or services. All sales are final. At Contractor's discretion, the Contractor may assist the District in replacing a piece of equipment that is covered by manufacturer's warranty, however any labor costs associated with such replacement will not be covered and will be charged at our standard hourly rate.

IV. PROPERTY ACCESS AND UTILITIES:

- A. The Contractor is granted access to the worksite on the scheduled days. The Contractor may access to work areas and may store of equipment and materials, at the risk of Contractor. The Contractor will make reasonable efforts to keep the worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.
- B. The Contractor may use, at no cost, any electrical power and or internet access necessary to carry out and complete the work.

EXHIBIT B

COMPENSATION SCHEDULE

Equalized Productions, LLC
 PO Box 745519
 Arvada, CO 80006
 (720)639-6571
 dkistler@equalizedproductions.com



Estimate

ADDRESS

Ben Smith
 CCMC Leyden Rock
 8360 E. Via De Ventura
 Scottsdale, AZ 85258

SHIP TO

Ben Smith
 CCMC Leyden Rock
 17685 W. 83rd Drive
 Arvada, CO 80007

ESTIMATE # 2020

DATE 06/01/2022

EXPIRATION DATE 07/31/2022

PROJECT

Clubhouse Audio System

ACTIVITY	QTY	RATE	AMOUNT
INSIDE CLUBHOUSE SYSTEM			
Control - QSYS:QSYS Core 110f Integrated audio, video, and control solutions. 24 I/O + USB, POTS and VoIP, 8 flex channels	1	3,920.00	3,920.00T
DSP - QSC:QSC - SLQSE-8N-P Software License Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1	215.00	215.00T
DSP - QSC:QSC - SLQUD-8N-P Software License Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1	107.00	107.00T
DSP - QSC:QSC - NV-32-H Network Video 4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging. Supports optional stand-alone "Q-SYS Core Mode" operation for audio DSP with local video switching (no encoding or decoding) and AV Bridging.	1	3,710.00	3,710.00T
Control - QSYS:QSC I/O USB BRIDGE Q-SYS PoE bridging endpoint for AV-to-USB Bridging. Delivers driverless USB 2.0 connection. Includes dual LAN connections.	1	2,000.00	2,000.00T
DSP - QSC:QSC - unD6IO Wall Plate 4x2 Channel Dual Gang US, Dante/AES67 Wall Plate 2 Mic/Line In (XLR), RCA, 3.5 mm I/O, PoE (white and black faceplates included).	1	1,045.00	1,045.00T
DSP - QSC:QSC - TSC-50-G3 Touch Screen Q-SYS 5" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	1,375.00	1,375.00T
Control - QSYS:QSC AD-C6T-WH 6.5" Two-way ceiling speaker, 70/100V transformer with 16 bypass, 135° conical DMT coverage, includes C-ring and rails for blind mount installation, Ø245 mm cut-out. - SOLD	6	520.00	3,120.00T

ACTIVITY	QTY	RATE	AMOUNT
& PRICED AS PAIRS - WHITE			
AMPLIFIER - QSC:QSC - CXD4.3 Amplifier 4000W Amplifier using FAST channel combining technology 4 channels, 900 watts/ch at 8 , 1400 watts/ch at 4 , 1200 watts/ch at 2 , 625 watts/ch into 100V loads, 500 watts/ch direct drive 70V, with Euro connectors and GPIO.	1	2,945.00	2,945.00T
Network Switchers:QSC - NS26-300+ Network Switch 26-port network switch preconfigured for Q-SYS Audio, Video and Control with 24x PoE+ ports and 300 Watts PoE budget. Features advanced QoS and IGMP configuration to also support AES67 and Dante within the same VLAN.	1	2,835.00	2,835.00T
Wireless Routers:TP Link Archer C50 1200Mbps Dual Band Wireless Router	1	60.00	60.00T
Wireless Mics - Shure:Shure SLXD24D/SM58-G58 Dual Wireless Vocal System with SM58 microphone	3	1,379.00	4,137.00T
Wireless Mics - Shure:Shure SLXD1=G58 Bodypack Transmitter	2	215.00	430.00T
Wireless Mics - Shure:Microdot 4016 - SH Headset Headworn Microphone For Shure Wireless System Detachable Cable With 4 Pin Hirose type Connector - Omidirectional Mic	2	72.50	145.00T
Wireless Mics - Shure:Shure WL185 Microflex® Cardioid Lavalier Microphone	2	133.00	266.00T
Shure - UA844+SWB Five-way active antenna splitter and power distribution system for QLX-D, ULX, ULX-D, SLX, and BLX (BLX4R only) receivers. Includes antenna cables and locking power cables.	1	569.00	569.00T
Wireless Mics - Shure:Shure UA864US Wall-Mounted Wideband Antenna (470-960 MHz)	2	449.00	898.00T
Camera - QSC:QSC NC-12x80 PTZ Camera 12x Optical Zoom 80 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ- WMB1 wall mount bracket	2	4,250.00	8,500.00T
			Subtotal: 36,277.00
OUTDOOR AUDIO & PAGING SYSTEM			
Speakers - QSC:QSC - AD-S5T-WH Speaker 5.25" Two-way surface speaker, 70/100V transformer with 8 bypass, 115 conical DMT™ coverage, includes X- Mount™ and weather input cup. Color - White.	4	275.00	1,100.00T
Speakers - JBL:JBL AWC82 8" 2-Way All-Weather Compact Co-axial Loudspeaker. 120 x 120 broadband control, co-ax driver with 200 mm (8 in) Kevlar-reinforced woofer and 25 mm (1 in) compression driver with high-temp polymer diaphragm. Excellent clarity with extended frequency	2	485.00	970.00T
Sales Telex 450D Dynamic Push-to-Talk Handheld Paging Microphone	1	100.00	100.00
			Subtotal: 2,170.00

ACTIVITY	QTY	RATE	AMOUNT
POWER SEQUENCING AND RACK			
Power Sequencers - Furman:Furman CN-2400S Furman 20 AMP, 3 Stage Power Sequencer	1	824.95	824.95T
Racks - Middle Atlantic:Middle Atlantic - Vertical Power Strip Vertical Power Strip, 6 Outlet, 15 Amps	1	172.00	172.00T
Racks - Lowell:Lowell LWR-1623 Rack-Sectional Wall Mount-16U, 23in Deep, 1pr Adj Rails, Black	1	1,007.11	1,007.11T
Racks - Lowell:Lowell LFD-16FV Door-Fully Vented Front-16U, Locking, Black	1	346.10	346.10T
Racks - Accessories:Middle Atlantic UTILITY DRAWER 3 RU 3RU Utility Drawer	1	195.00	195.00T
			Subtotal: 2,545.16
LABOR & MATERIALS			
Material All cable, hardware, rigging, cable management, & conduit required for installation.	1	1,800.00	1,800.00T
Labor Installation, commissioning, & administrative labor	1	3,000.00	3,000.00
Services 2 Year Installation Warranty	1	0.00	0.00
Services Installation Training and Support	1	0.00	0.00
			Subtotal: 4,800.00
CUSTOMER PROVIDED - iPad or Tablet for wireless system control			

We appreciate your time and consideration. Should you have any questions, please do not hesitate to contact us.	SUBTOTAL		45,792.16
	DISCOUNT 5%		-2,289.61
	TAX (0.0796)		3,228.38
	SHIPPING		750.00
	TOTAL		\$47,480.93
Thank you! Equalized Productions (720) 639-6571 - Main			

Quote #2020 – Clubhouse AV System: This quote contains all the necessary gear to gain the following features:

1. In-ceiling speaker system in the clubhouse containing 12x speakers to evenly distribute audio downward onto the audience reducing reverberation and feedback that would be caused by in-wall speakers. The key is more speakers evenly placed downward for full coverage with less volume but a higher amplitude allowing for higher intelligibility and better overall quality.
2. Four compact outdoor speakers on the large outdoor patio zoned separately for independent source and volume control as desired.
3. Two outdoor speakers mounted on the outer wood beams to cover the pool for announcements, music, and emergency broadcasting as needed.
4. Six handheld wireless microphones – Either all six can be handheld mics, or a combination of four handheld and two bodypack lapel or headset mics, or five handheld and one bodypack.

5. Wireless microphone antenna distribution system so the wireless mics have full coverage of the clubhouse and pool area with no dropouts or interference.
6. Connection plate at front wall containing wireless Bluetooth audio, HDMI, and hard-wired audio connections which can be distributed to the clubhouse, patio, and pool or in any separate combinations.
7. Two wall mounted PTZ cameras – one facing the front wall, and one facing the audience to be used as video intake for hybrid meetings and video recording as desired. The cameras will have standard use presets but can also be controlled via an iPad interface.
8. One USB bridge to back of clubhouse to connect customer provided computer for hybrid meetings.
9. Wireless iPad interface system control for easy operation of hybrid meetings to mix three video sources (two cameras, and one computer input) with audio to meeting platform. Control of desired daily and meeting presets for one-button setup operation as desired.
10. Touchscreen located in room (or in closet) for easy access to change presets as needed.
11. Rack in closet containing all AV gear.
12. Push-button mic in closet rack for paging override and emergency announcements.
13. QSC Q-SYS digital AV infrastructure that allows Equalized Productions to completely customize your system, add as needed for future expansion, and control all desired routing, automated schedules, pre-recorded announcements as needed, system tuning, and speaker protection circuitry.
14. Expandability, ease of use, and preset-based control are the key factors.

Equalized Productions, LLC
 PO Box 745519
 Arvada, CO 80006
 (720)639-6571
 dkistler@equalizedproductions.com



Estimate

ADDRESS

Ben Smith
 CCMC Leyden Rock
 8360 E. Via De Ventura
 Scottsdale, AZ 85258

SHIP TO

Ben Smith
 CCMC Leyden Rock
 17685 W. 83rd Drive
 Arvada, CO 80007

ESTIMATE # 2021

DATE 06/01/2022

EXPIRATION DATE 07/31/2022

PROJECT

Board Mic/Voting System

ACTIVITY	QTY	RATE	AMOUNT
AUDIO EQUIPMENT			
Wireless Mics - Shure:Shure MXCWAPT-A Access point Transceiver for US Only	1	3,753.00	3,753.00T
Wireless Mics - Shure:Shure MXCW640 Wireless conference unit with 4.3" color touchscreen for voting, interpretation channel selection, and conference information. NFC ID card reader, integrated speaker	5	1,502.00	7,510.00T
Wireless Mics - Shure:Shure MXC420DF/C Cardioid Dial-Flex gooseneck microphone - 20" - with flexible top and bottom - bi-color LED, 10-pin connectgor, windscreen - For MXC, MXCW conference units - BLACK	5	207.00	1,035.00T
Wireless Mics - Shure:Shure SB930 Rechargeable li-ion battery with test button and LED charge status indication. Included with MSCW640 wireless conference unit	1	174.00	174.00T
Wireless Mics - Shure:Shure MXCWNC5-US Networked charging station, 10 bay SB930, US IEC power cord	1	1,128.00	1,128.00T
			Subtotal: 13,600.00
LABOR & MATERIALS			
Material Cable, hardware, and cable management required for installation	1	350.00	350.00T
Labor Installation, commissioning and administrative labor	1	1,000.00	1,000.00
Services 2 Year Installation Warranty	1	0.00	0.00
Services Installation training and support	1	0.00	0.00
			Subtotal: 1,350.00

We appreciate your time and consideration. Should you have any questions, please do not hesitate to contact us.

Thank you!
Equalized Productions
(720) 639-6571 - Main

SUBTOTAL	14,950.00
DISCOUNT 10%	-1,495.00
TAX (0.0796)	999.38
SHIPPING	50.00
TOTAL	\$14,504.38

Quote #2021 - Board Mic & Voting System:

1. Shure has introduced an amazing discussion microphone system catered to board, executives, and council members needing to cast votes and have control over their microphones all from one convenient wireless base-station. This new digital platform combines all the needed features to deploy a board meeting successfully and efficiently.
2. The microphones are goosenecks with key light indicators for when mics are on or off. The base station has a digital display and buttons allowing members to cast votes or poll responses directly from the base station. Furthermore, these are wireless making it very easy to setup and breakdown for each board meeting and have rechargeable batteries and charging stations.

Equalized Productions, LLC
 PO Box 745519
 Arvada, CO 80006
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 dkistler@equalizedproductions.com



Estimate

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Ben Smith
 CCMC Leyden Rock
 8360 E. Via De Ventura
 Scottsdale, AZ 85258

SHIP TO

Ben Smith
 CCMC Leyden Rock
 17685 W. 83rd Drive
 Arvada, CO 80007

ESTIMATE # 2174

DATE 06/24/2022

EXPIRATION DATE 07/31/2022

PROJECT

Clubhouse Video System OPT 2

ACTIVITY	QTY	RATE	AMOUNT
Televisions - Commercial:NEC C981Q MultiSync C981Q 98inch Slim LED LCD Public Display Monitor;3840 x 1260	1	9,289.00	9,289.00T
Televisions - Mounts:B-Tech BT9910/B XL Heavy Duty Universal Flat Screen Wall Mount with Tilt. Ideal for screens over 65" the mount features a choice of 4 tilt positions from 0 up to 15 with the universal interface accommodating screens with mounting patterns up to 1000 x 600mm	1	199.00	199.00T
Rentals:EQUIPMENT RENTAL Material lift for display installation	1	300.00	300.00T
Material Cable, connectors, installation materials, power relay to screen, blocking, rigging & mounting for screen	1	1,650.00	1,650.00T
Labor Installation labor	1	2,500.00	2,500.00
Services System training and support	1	0.00	0.00
Services 2-year installation warranty	1	0.00	0.00

We appreciate your time and consideration. Should you have any questions, please do not hesitate to contact us.

Thank you!
 Equalized Productions
 (720) 639-6571 - Main

SUBTOTAL	13,938.00
TAX (0.0796)	910.46
SHIPPING	250.00
TOTAL	\$15,098.46

Accepted By

Accepted Date

Quote #2174 - Television Display: This quote contains the option for a 98" LED display on the front wall. All other contents within this quote are the same.

GRAND TOTAL FOR QUOTE NOS. 2020, 2021, and 2174: \$ 77,038.77

ADDITIONAL WORK

The Contractor may enter into work orders for additional work as approved by the District pursuant to written work orders executed by an authorized representative of the Contractor and the District.

GENERAL LABOR RATE FOR AFTER OR NON-WARRANTY ISSUES:

The Contractor does not charge extra for after-hours or emergency remote or on-site calls. The Contractor's standard labor rate is \$100.00 per hour with a two-hour minimum.

PAYMENT STRUCTURE:

The payment structure for the installation will be as follows based on provided schedule of values demonstrating progress made (Not reflecting any extra options or changes):

1. 50% initial down payment of each accepted quote due upon acceptance
2. Remaining balance due upon completion

A \$35.00 fee will be applied for returned checks. In the event of a scheduling conflict due to insufficient funds or any other reason attributable to the District, the District will be responsible for paying a storage fee of 10% of equipment value in storage per month until equipment is released. Equipment will not be delivered until the initial payment has been processed. Final payment will be immediately due upon completion of training and the installation unless special arrangements have been made in writing between the District and the Contractor.

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

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

CERTIFICATE OF FACT OF GOOD STANDING

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

Equalized Productions

is a

Limited Liability Company

formed or registered on 12/06/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051450732 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/02/2022 that have been posted, and by documents delivered to this office electronically through 09/06/2022 @ 12:15:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/06/2022 @ 12:15:09 in accordance with applicable law. This certificate is assigned Confirmation Number 14293004 .



Jena Griswold

Secretary of State of the State of Colorado

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

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2022
Updated as of September 15, 2022

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 06/30/22	\$ 18,041.44	\$ -	\$ -	\$ -	\$ 18,041.44
Subsequent activities:					
7/13/2022 Transfer from CASFE	40,000.00	-	-	-	40,000.00
8/02/2022 Transfer from CASFE	257,213.00	-	-	-	257,213.00
8/03/2022 Transfer to CIT Bank	(257,213.00)	-	-	-	(257,213.00)
8/05/2022 Bill.com Payments	(19,675.15)	-	-	-	(19,675.15)
8/15/2022 Bill.com Payments	(13,465.81)	-	-	-	(13,465.81)
8/22/2022 Bill.com Payments	(1,522.35)	-	-	-	(1,522.35)
<i>Anticipated activities:</i>					
<i>Anticipated transfer from CSAFE</i>	25,000.00	-	-	-	25,000.00
<i>Anticipated Bill.com payable</i>	(23,630.08)	-	-	-	(23,630.08)
<i>Anticipated Balance</i>	<i>\$ 24,748.05</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 24,748.05</i>
<u>CSAFE</u>					
Balance as of 06/30/22	\$ 282,150.78	\$ -	\$ -	\$ -	\$ 282,150.78
Subsequent activities:					
7/10/2022 Property/SO tax	606,298.27	897,320.85	-	-	1,503,619.12
7/13/2022 Transfer to 1st Bank	(40,000.00)	-	-	-	(40,000.00)
7/31/2022 Interest Income	1,890.57	-	-	-	1,890.57
8/02/2022 Transfer to 1st Bank	(257,213.00)	-	-	-	(257,213.00)
8/09/2022 Transfer to UMB - 2021 Bond Fund	-	(897,230.85)	-	-	(897,230.85)
8/10/2022 Property/SO tax	13,243.37	19,600.16	-	-	32,843.53
8/31/2022 Interest Income	1,668.37	-	-	-	1,668.37
<i>Anticipated activities:</i>					
<i>Anticipated transfer to UMB - 2021 Bond Fund</i>	-	(19,690.16)	-	-	(19,690.16)
<i>Anticipated transfer to 1st Bank</i>	(25,000.00)	-	-	-	(25,000.00)
<i>Anticipated Balance</i>	<i>\$ 583,038.36</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 583,038.36</i>
<u>CCMC - Total Cash</u>					
Balance as of 06/30/22	\$ -	\$ -	\$ 356,427.75	\$ -	\$ 356,427.75
Subsequent activities:					
8/03/2022 Transfer from 1st Bank	-	-	257,213.00	-	257,213.00
8/31/2022 CCMC activity	-	-	(272,412.17)	-	(272,412.17)
<i>Anticipated Balance</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 341,228.58</i>	<i>\$ -</i>	<i>\$ 341,228.58</i>
<u>UMB - 2021 Bond Fund</u>					
Balance as of 06/30/22	\$ -	\$ 612,956.68	\$ -	\$ -	\$ 612,956.68
Subsequent activities:					
7/31/2022 Interest Income	-	483.72	-	-	483.72
8/09/2022 Transfer from CASFE	-	897,230.85	-	-	897,230.85
8/31/2022 Interest Income	-	798.82	-	-	798.82
<i>Anticipated activities:</i>					
<i>Anticipated transfer from CSAFE</i>	-	19,690.16	-	-	19,690.16
<i>Anticipated Balance</i>	<i>\$ -</i>	<i>\$ 1,531,160.23</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 1,531,160.23</i>
<u>UMB - 2021 Project Fund</u>					
Balance as of 06/30/22	\$ -	\$ -	\$ -	\$ 7,389,369.19	\$ 7,389,369.19
Subsequent activities:					
7/31/2022 Interest Income	-	-	-	6,320.02	6,320.02
8/31/2022 Interest Income	-	-	-	9,630.77	9,630.77
<i>Anticipated Balance</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ 7,405,319.98</i>	<i>\$ 7,405,319.98</i>
<i>Anticipated Balances</i>	<i>\$ 607,786.41</i>	<i>\$ 3,062,320.46</i>	<i>\$ 341,228.58</i>	<i>\$ 7,405,319.98</i>	<i>\$ 11,416,655.43</i>

Yield information (as of 08/31/22):

CSAFE - 2.38%

UMB invested in Golman Sachs Govt Fund - 2.12%

Leyden Rock Metropolitan District
Interim Claims - 8/11/22 - 9/15/22

Process Date	Vendor	Invoice Number	Amount
8/15/2022	CliftonLarsonAllen, LLP	3343250	(3,311.07)
8/15/2022	White, Bear & Ankele PC	22800	(9,374.74)
8/15/2022	Winzenburg, Leff, Purvis & Payne, LLP	674849	(780.00)
8/22/2022	White, Bear & Ankele PC	22279	(1,522.35)
			<u>(14,988.16)</u>



MEMORANDUM

To: Board of Directors

From: Ben Smith, District Manager

Date: September 20, 2022

Re: District Manager Report

Pool Update

The pool is closed. The extension worked out well with the extreme heat we saw and the residents did a fantastic job of ensuring the pool deck stayed clean. The District staff monitored the area and reset the furniture as needed. Peak One will complete their closing maintenance on October 12.

Landscape Update

We have directed Keesen to begin cutting down dead trees within 30 feet of fence lines, which is what was recommended to us by Arvada Fire.

Weed Mitigation

Weed Wranglers continues to do a great job for the District. We have had some questions so we resent an email to the community about the program.

Fence Staining Project

Commercial Fence has been back out to complete the process. I hope to have received an additional report prior to this meeting.

2023 Budget Season

The first Budget Meeting was held and we brought the committee members up to speed on the budget process and also answered specific questions on the different items budgeted. We will meet again in two weeks to review V2.

Handyman Service Provider Update

Buddy Holley has been out to begin catching up on the maintenance items that we have deferred. They did a great job and we will continue to engage as needed.

HVAC Preventive Maintenance

Our vendor was out on September 13 to complete the quarterly maintenance of the HVAC system.

Wayfinding Signs

We have been working with Joe Southern, LR resident and owner of Southern Signs, on upgrading our wayfinding signs. He mocked up a couple of signs that we used to advertise for an event. They were simple, colorful and looked great. We look forward to how this will help better spreading the word about all of the community events.



MEMORANDUM

To: Board of Directors

From: Ben Smith, District Manager

Date: September 20, 2022

Re: Pool Restroom FOB Entry

Background

We have recently asked AllSecure for a proposal to install a fob system on the pool bathrooms. This system would allow residents the ability to access the bathrooms through all of lap swim and also allow the District to extend lap swim hours in the future. It would also allow the District to be able to utilize the bathrooms for other community events as well.

Fiscal Impact

The cost for this addition would be \$3458.

Recommendation

It is by recommendation of the team, that the Board proceed with this upgrade to the pool FOB entry system.

Suggested Motion

I move to approve AllSecure proposal for the addition of a FOB entry system on the pool bathroom door.

All Secure Lock & Security

Phone: (303) 667-2736
 5701 Independence St
 Arvada, CO 80002

**Quote**

No.: **10014**
 Date: 8/10/2022

Prepared for:
 . Leyden Rock Metropolitan District
 Leyden Rock Metropolitan District
 Po Box 305
 Broadway, NJ 8808

Prepared by: Dan Rubalcava
 Account No.: 20688
 Phone: (720) 545-6075

Quantity	Item ID	Description	UOM	Discount	Sell	Total
1	DL100-3-2-01-IPS-628	Wireless Deadlatch with Reader	EA	\$0.00	\$1,199.00	\$1,199.00
1	4591-01-00-628	Push Paddle Field Hand-able, Aluminum Clear Anodized (628)	EA	\$0.00	\$150.00	\$150.00
1	AH40IN2NNNN	IP HUB	EA	\$0.00	\$500.00	\$500.00
1	APD-10-USB	Aperio Rdio Dongle	EA	\$0.00	\$559.00	\$559.00
1	EXT-10-ANT	Aperio Hub Antenna	EA	\$0.00	\$60.00	\$60.00
1.00	SERVICE CALL2	Service Call: All costs involved in getting insured and bonded Security Specialist, & Service vehicle to work location.	EA	\$0.00	\$90.00	\$90.00
6.00	Labor	Standard Labor Rate	HR	\$0.00	\$150.00	\$900.00

Your Price: \$3,458.00
Total: \$3,458.00

Prices are firm until 8/24/2022 Terms: Net 30

Prepared by: Dan Rubalcava, danr@all-secure.net

Date: 8/10/2022

Accepted by: _____

Date: _____



MEMORANDUM

To: Board of Directors
From: Ben Smith, District Manager
Date: September 20, 2022
Re: 2022/2023 Snow Removal Contract

Background

Each year the District engages a contractor to remove snow within the District. This includes sidewalks, the clubhouse area and parking lot and the private drive. As this contract runs from October of each year until May of the following year, I am seeking approval to engage Keesen for this work as they did a great job for us last year during their first season.

The trigger depth will remain at 2 inches.

Fiscal Impact

The annual budgeted amount for 2022 is \$55,000 and the anticipated budgeted amount for 2023 is \$58,000. Hourly rates per the proposal are below.

RATES:

Hourly & Unit	2022-2023 Season
Plow Truck	\$130.00/hr
Skid Steer	\$150.00/hr.
Front End Loader	\$265.00/hr.
SnowRator or UTV	\$125.00/hr.
ATV or Sidewalk Blade	\$105.00/hr.
Snow Blower	\$75.00/hr.
Hand Shoveling	\$70.00/hr.
Ice Melt	\$1.00 lbs.
Ice Melt Application	\$70.00/hr.
Liquid Magnesium Chloride	\$3.00 gal
Liquid Mag. Chloride Application	\$130.00/hr.
Ice Slicer	\$295.00 Ton
Ice Slicer Application	\$135.00/hr.
Snow Stake Labor	\$55.00/hr.
Snow Stakes	\$4.00/hr.

Recommendation

It is my recommendation to once again engage Keesen for the District Snow Removal. They did a great job for us last season. This was only the first season with us and I anticipate the season only being better this year.

Suggested Motion

I move to approve the snow removal proposal from Keesen Landscape for Snow Removal services for the 2022/2023 snow season (October 2022 through May 2023).



Snow & Ice Management Agreement

Property/Client Name and Contact Information:

Property Address:

Billing Address:

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

10700 Prairie Lakes Drive
Eden Prairie, MN 55344-3858

CCMC

Ben Smith

besmith@ccmcnet.com

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

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

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

Services. Services during the term of this Agreement will include the following, subject to the specifics as described in the Addendum:

Snow Plowing/Clearing - Snow will be plowed/cleared in Service Areas during each Event, as provided for in the Addendum.

De-icing - De-icing materials will be applied in Service Areas during each Event, as provided for in the Addendum.

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

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

Term of Agreement (Select One): 2022-2023 Snow Season 2023-2024 Snow Season 2024-2025 Snow Season

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

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

Client:

Leyden Rock Metropolitan District

By:

Name: Ben Smith

Title:

Date:

Company:

Keesen Landscape Management, Inc.

By:

Name:

Title:

Date:

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

Limitations:

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

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

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

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

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

Miscellaneous:

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

SNOW & ICE SERVICES AND PRICING ADDENDUM

Property Address: W. 82nd Avenue & Leyden Rock Drive Arvada, CO 80007	Contract Effective Date: October 1, 2022 (or upon execution of Agreement) End Date: May 31, 2023 Winter Season: 2022 - 2023	Primary Contact: Ben Smith besmith@ccmcnet.com Opp# 88527 - SNOW 2022-2023
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SCOPE:

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

PLOWING:

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

SHOVELING:

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

DE-ICING:

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

EVENT:

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

BLIZZARD and HEAVY SNOW CONDITIONS:

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

TRIGGER DEPTHS:

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

RATES:

Hourly & Unit	2022-2023 Season	2023-2024 Season	2024-2025 Season
Plow Truck	\$130.00/hr.	\$134.00/hr.	\$134.00/hr.
Skid Steer	\$150.00/hr.	\$155.00/hr.	\$155.00/hr.
Front End Loader	\$265.00/hr.	\$273.00/hr.	\$273.00/hr.
SnowRator or UTV	\$125.00/hr.	\$129.00/hr.	\$129.00/hr.
ATV or Sidewalk Blade	\$105.00/hr.	\$108.00/hr.	\$108.00/hr.
Snow Blower	\$75.00/hr.	\$77.00/hr.	\$77.00/hr.
Hand Shoveling	\$70.00/hr.	\$72.00/hr.	\$72.00/hr.
Ice Melt	\$1.00 lbs.	\$1.05 lbs.	\$1.05 lbs.
Ice Melt Application	\$70.00/hr.	\$72.00/hr.	\$72.00/hr.
Liquid Magnesium Chloride	\$3.00 gal	\$3.15 gal	\$3.15 gal
Liquid Mag. Chloride Application	\$130.00/hr.	\$134.00/hr.	\$134.00/hr.
Ice Slicer	\$295.00 Ton	\$304.00 Ton	\$304.00 Ton
Ice Slicer Application	\$135.00/hr.	\$139.00/hr.	\$139.00/hr.
Snow Stake Labor	\$55.00/hr.	\$57.00/hr.	\$57.00/hr.
Snow Stakes	\$4.00/hr.	\$4.50/hr.	\$4.50/hr.

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

SPECIAL INSTRUCTIONS:

PAYMENT:

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

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

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

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