

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

via teleconference

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

<https://leydenrocklife.com/>

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

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

Join Zoom Meeting

<https://us06web.zoom.us/j/89072406116?pwd=VW5qQld6MmFYVVVabTVNOWtPanZQQT09>

Meeting ID: 890 7240 6116

Passcode: 797898

Call-In Number: 720-707-2699

**NOTICE OF REGULAR MEETING AND AGENDA**

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consider Approval of Minutes from November 15, 2022 Regular Meeting (**enclosure**)
6. District Management Matters
  - a. Consider Approval of the District Fence Statin Proposal from David Luongo (**enclosure**)
  - b. Consider Approval of Adding Antennas to 3 Irrigation Controllers (**enclosure**)
  - c. Consider Approval of the 2023 HVAC Preventative Maintenance Proposal from Timberline (**enclosure**)
  - d. Discuss the Sale of the Existing Speaker System (**enclosure**)
  - e. Discussion of the Trash Enclosure and Parking Lot Concrete
  - f. Other Management Matters
7. Director’s Matters
8. Capital Projects Discussion
  - a. Discuss and Consider Approval of Pool Shade Structures (**enclosure**)
  - b. Discuss and Consider Approval of New Pool Furniture (**enclosure**)
9. Other Business

**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.

- a. Consider Approval of Requisition No. 1 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
- b. Discuss 2023 Regular Meeting Schedule (March 21, 2023; November 21, 2023; and December 19, 2023)

10. Adjourn

**2022 Regular Meetings**

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

MINUTES OF THE REGULAR MEETING OF THE  
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

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

**Attendance**

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

Brett Vernon  
Scott Plummer  
Jeff Cunningham  
Christian Ardita

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

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

**Call to Order**

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

**Conflict of Interest  
Disclosures**

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

**Agenda**

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

**Public Comment**

None.

**Consent Agenda**

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

- Minutes from October 18, 2022 Regular Meeting; and
- Minutes from November 7, 2022 Special Meeting.

**Director Matters**

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

Deferred.

Other Director Matters

Director Cunningham inquired about a directory for services offered by Leyden Rock residents. Ms. Call noted she and Ms. Ahern have discussed this before and will work on something to be distributed in the community newsletter.

**Financial Matters**

Consider Approval of Payables/Financials

Mr. Fink presented the Financial Statements dated September 30, 2022 and Schedule of Cash Position dated September 30, 2022 updated as of November 8, 2022. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Financial Statements and Schedule of Cash Position.

Conduct Public Hearing on 2022 Budget Amendment and Consider Approval of Resolution Amending the 2022 Budget

Not necessary.

Conduct Public Hearing on 2023 Budget and Consider Approval of 2023 Budget Resolution

The public hearing on the proposed 2023 Budget was opened. Ms. Murphy noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.



Mr. Fink reviewed the 2023 Budget and 2023 Budget Resolution with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2023 Budget, appropriating funds therefor and certifying mills as shown in the 2023 Budget with the following modifications: an election expense of \$40,000 to be added to the budget, final CCMC contract numbers to be inserted, the new Operations Fee amount inserted, and subject to receipt of final assessed valuation.

The Board directed legal counsel and the District's accountant to certify the mill levies by December 15, 2022 and file the 2023 Budget by January 30, 2023.

DLG70 Mill Levy Certification Form

Mr. Fink requested that a Board member sign the form DLG70 on behalf of the District. Ms. Murphy noted that White Bear Ankele Tanaka & Waldron does not recommend a Board Member sign the form and recommends the District's accountant continue to sign the form as they have done in the past. Following discussion, upon a motion duly made and seconded, the Board unanimously authorized Director Cunningham to sign the form DLG70 with Director Vernon as alternate signor.

Consider Approval of Second Amended and Restated Resolution Concerning the Imposition of an Operations Fee

Ms. Murphy presented the Second Amended and Restated Resolution Concerning the Imposition of an Operations Fee to the Board noting that Tract K, Filing No. 6 is being increased based on increased maintenance costs. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the resolution.

Approval of Special Districts Preparation Scope of Work, and Payroll Services Scope of Work with Clifton Larson Allen LLP for District Accounting Services

Mr. Fink presented the Special Districts Preparation Scope of Work and Payroll Services Scope of Work to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the scope of work.

Executive Session

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board entered into executive session at 6:44 p.m. for the purpose of receiving legal advice as it relates to the Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy

for negotiations, instructing negotiators related to Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation.

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

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

The Board reconvened in regular session at 7:14 p.m.

### **District Management Matters**

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

Capital Projects Discussion      Following discussion the Board determined to discuss capital projects at the regular meeting on December 20, 2022.

#### 2023      Operations      and Maintenance Contractors

*Consider Approval of Seventh Addendum to Contract with Allied Waste Transportation, Inc. d/b/a Republic Services of Denver*      Ms. Murphy presented the Seventh Addendum to Contract with Allied Waste Transportation, Inc. d/b/a Republic Services of Denver to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the addendum.

*Consider Approval of Second Amendment to Independent Contractor Agreement with Aqua Sierra, Inc*      Ms. Murphy presented the Second Amendment to Independent Contractor Agreement with Aqua Sierra, Inc. to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the amendment, subject to final legal review.

*Consider Approval of Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management*      Ms. Murphy presented the Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the amendment, subject to final legal review.

*Corporation*

*Consider Approval of Fourth Amendment to Independent Contractor Agreement with CTL Thompson, Inc.* Ms. Murphy presented the Fourth Amendment to Independent Contractor Agreement with CTL Thompson, Inc. to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the amendment.

*Consider Approval of Independent Contractor Agreement with Keesen Landscaping* Ms. Murphy presented the Independent Contractor Agreement with Keesen Landscaping to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement.

*Consider Approval of First Amendment to Independent Contractor Agreement with Lee Design Group, LLC* Ms. Murphy presented the First Amendment to Independent Contractor Agreement with Lee Design Group, LLC to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the amendment.

*Consider Approval of Eighth Amendment to Independent Contractor Agreement with Long Corporation d/b/a Poop 911* Ms. Murphy presented the Eighth Amendment to Independent Contractor Agreement with Long Corporation d/b/a Poop 911 to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the amendment.

*Consider Approval of First Amendment to Independent Contractor Agreement with Mile High Pools LLC* Ms. Murphy presented the First Amendment to Independent Contractor Agreement with Mile High Pools LLC to the Board. Following discussion, upon a motion duly made and seconded the Board unanimously approved the amendment, subject to final review by legal, Director Ardita, and Director Plummer.

*Consider Approval of First Amendment to Independent Contractor Agreement with Peak One Pool & Spa* Ms. Murphy presented the First Amendment to Independent Contractor Agreement with Peak One Pool & Spa to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the amendment.

*Consider Approval of First Amendment to Independent Contractor Agreement with The Helping Hand, Ltd.* Ms. Murphy presented the First Amendment to Independent Contractor Agreement with The Helping Hand, Ltd. to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the amendment, subject to final legal review.

*Consider Approval of Eighth Amendment to Independent Contractor Agreement with C.R. Dotterer, Inc. d/b/a Weed Wranglers* Ms. Murphy presented the Eighth Amendment to Independent Contractor Agreement with C.R. Dotterer, Inc. d/b/a Weed Wranglers to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the

*Dotterer, Inc. d/b/a Weed Wranglers* amendment.

*Consider Approval of Proposal with Sunset Hill for Window Washing, Pool Deck Powerwashing, and more* Ms. Call presented the Proposal with Sunset Hill to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal for one cleaning per year.

*Consider Approval of Mail Kiosk Enhancement* Ms. Call presented a Proposal for Mail Kiosk Enhancement to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

*Consider Renewal of Property and Liability Coverage and Workers Compensation Coverage and SDA Membership* Ms. Murphy presented the Property Liability Schedule and Limits to the Boards. Following discussion, upon a motion duly made and seconded the Boards unanimously approved the schedule with excess liability coverage in the amount of \$5,000,000, workers compensation coverage, and renewal of the SDA membership for 2023.

Other Management Matters Director Plummer inquired about staining the clubhouse. Ms. Call noted she is working on a proposal.

## **Legal Matters**

Consider Adoption of 2023 Annual Administrative Resolution Ms. Murphy presented the 2023 Annual Administrative Resolution to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

Consider Adoption of Resolution Calling May 2023 Election Ms. Murphy presented the Resolution Calling May 2023 Election to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution designating the District's website and the community newsletter as the second method of providing notice of the call for nominations.

Director Vernon inquired about a drop box at the clubhouse for the May 2023 Election and directed legal counsel to investigate this option.

Other Legal Matters

Executive Session

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board entered into executive session at 7:52 p.m. for the purpose of receiving legal advice as it relates to Agreement in the Nature of an Accord Concerning Infrastructure Acquisition and Reimbursement Agreement (the “Agreement”) and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators as it relates to the Agreement pursuant to Section 24-6-402(4)(b), C.R.S.

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

The Board reconvened in regular session at 8:15 p.m.

**Other Business**

Next meeting December 20<sup>th</sup> at 6:00 p.m.

**Adjournment**

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

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

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Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 20<sup>th</sup> day of December, 2022.

**Attorney Statement:**

ATTORNEY STATEMENT  
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session at the regular meeting of Leyden Rock Metropolitan District convened at 6:44 p.m. on November 15, 2022 for the sole purpose of discussing the Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

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Megan J. Murphy, Esq.

ATTORNEY STATEMENT  
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session at the regular meeting of Leyden Rock Metropolitan District convened at 8:15 p.m. on November 15, 2022 for the sole purpose of discussing the Agreement in the Nature of an Accord Concerning Infrastructure Acquisition and Reimbursement Agreement (the “Agreement”) and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators as it relates to the Agreement pursuant to Section 24-6-402(4)(b), C.R.S. as authorized by Section 24-6-402(4)(b), C.R.S. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

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Megan J. Murphy, Esq.



## **MEMORANDUM**

To: Board of Directors

From: Ben Smith, District Manager

Date: December 20, 2022

Re: Consider Approval of the District Fence Stain Proposal from David Luongo

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### **Background**

In 2022 the District began the fence staining program. With over ten miles of fence that the District is obligated to maintain, it has been recommended that this project happen in five phases over the course of five years which is also the warranty period for the stain product used.

The proposal received from David Luongo, a LR resident, has the community broken out into the five phases beginning in the Summer of 2023. Ideally, when the first staining cycle ends in the Summer of 2027, we would start the next cycle in 2028. Approaching the project and obligation in this manner will extend the fence's life and save money on the repair/replacement of aging fence components.

David submits this proposal with the knowledge and ability to complete this project year after year to the standard that the Board, management team, and community expect.

### **Fiscal Impact**

David has provided the District an unbeatable figure that allows us to keep our costs down annually. His proposal is anywhere from a 10 – 20% savings compared to other proposals.

He has proposed a fixed rate of \$33,741 per year for the first staining cycle ending in 2027. He will reassess his costs and provide an updated proposal before 2028.

### **Recommendation/Motion**

I recommend that the Board approve the proposal from David Luongo for the district fence staining in the amount of \$33,471 per year from the general operating fund.

**To:** Leyden Rock HOA  
**From:** David Luongo  
**Date:** September 8, 2022

Proposal by

# David Luongo

to stain the Leyden Rock HOA-owned  
fence throughout the entire district  
over the course of 5 phases



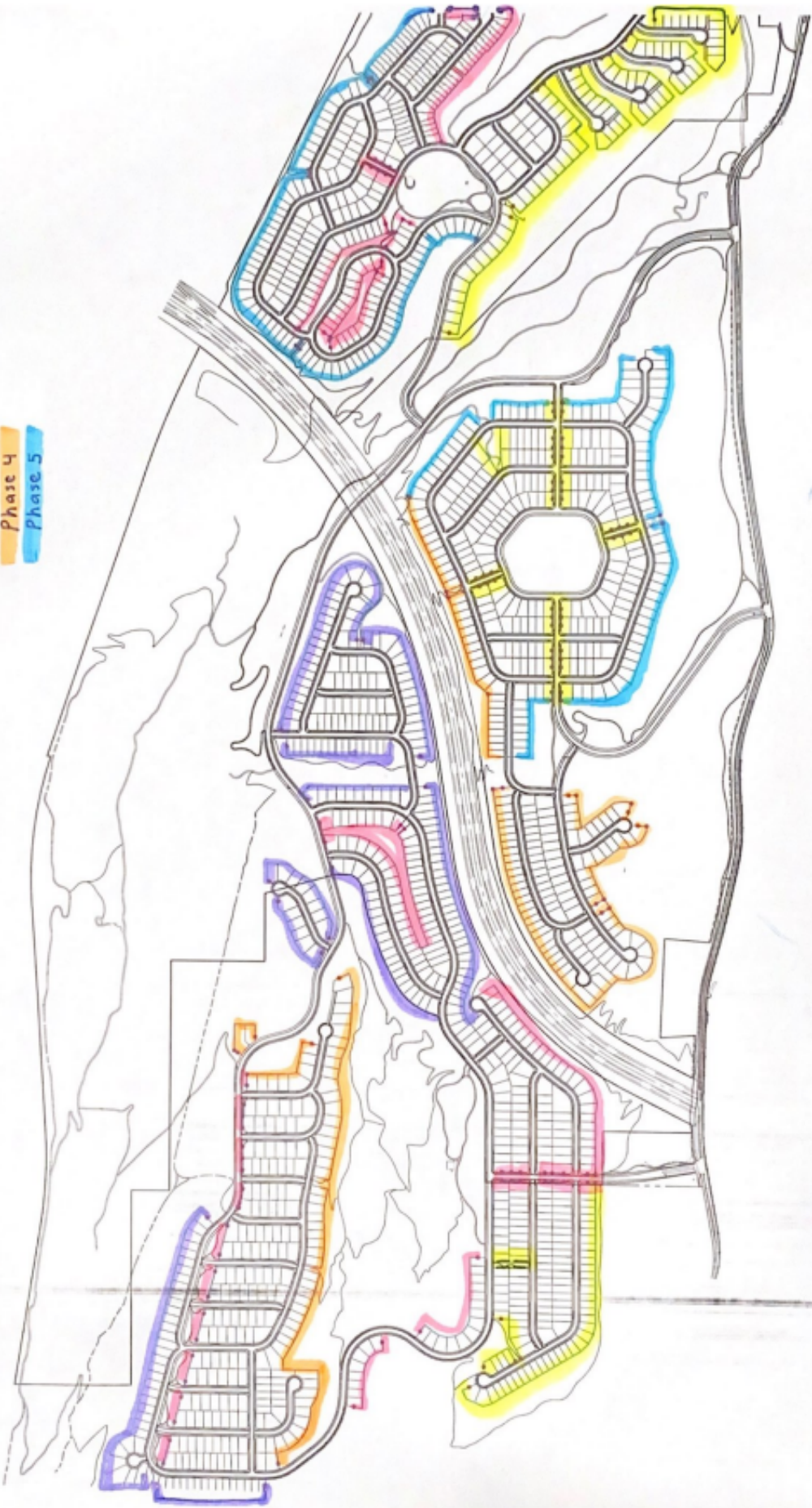
## Agreements & Expectations

David Luongo	Leyden Rock HOA
<ul style="list-style-type: none"><li>● Stain the outside of the HOA perimeter fence, as outlined in the map on the next page.</li><li>● Each color represents the fence, which will be stained in each of the 5 phases.</li><li>● This does not include the side of the fence facing the residents' houses.</li><li>● Use Behr Transparent Cedar Naturaltone 501.</li><li>● Purchase and provide all necessary equipment, supplies, and material to get the job done.</li><li>● Provide proof of \$1,000,000 general liability insurance.</li><li>● Begin and complete each phase of the project within the window of May 1st and July 31st of the corresponding year.</li></ul>	<ul style="list-style-type: none"><li>● Communicate if you want me to use a stain other than the Behr Transparent Cedar Naturaltone 501.</li><li>● Weed whack or mow a 6-foot-wide minimum path along the fence perimeter of whichever phase we are on, in order to make room for me and my equipment.</li><li>● Announce the project to the residents by April of each year.</li><li>● Alert residents that I might hop the fence onto their property in order to place canvas drop cloths and/or cardboard to protect their landscaping rocks and plants.</li></ul>



# LEYDEN ROCK - APPROVED FENCE AND COLUMN LOCATIONS

- Phase 1
- Phase 2
- Phase 3
- Phase 4
- Phase 5



## Explanation of the Phases

I counted up all the sections of HOA fence throughout the neighborhood, and divided them equally into five different phases. This way the cost would be the same each year for five years, and after five years, the entire neighborhood will be completed.

I strategically allocated the stretch of fence, which was stained in the summer of 2022, for Phase 5 and part of Phase 4.

The most visible HOA fence I wanted to stain in the first two Phases in order to improve our aesthetics sooner than later. Probably the most visible fence is the fence located along the access roads to the clubhouse and pool, so I placed them in Phase 1. I also placed the southeast corner in Phase 1, because a lot of that fence is visible from the roads. Finally, I made sure to include the walking paths in Phase 1, since those are visible to our residents. Then in Phase 2, I would plan on staining the fence along West 88th Drive in the northwest corner of the map, and the fence along the Culebra entrance.

Ideally, upon completion of Phase 5, we would cycle around again, staining  $\frac{1}{5}$  of the neighborhood each summer indefinitely in order to maintain the life of the fence.

### Cost Per Year

Phase 1	Summer 2023	\$33,741*
Phase 2	Summer 2024	\$33,741*
Phase 3	Summer 2025	\$33,741*
Phase 4	Summer 2026	\$33,741*
Phase 5	Summer 2027	\$33,741*
<b>TOTAL</b>		<b>\$168,705</b>

\* I will honor this rate of \$33,741 through 2027.  
Beginning in 2028, I would re-assess the cost of the 5-year cycle.

## Here is what some of our neighbors have to say about me:

The image displays three screenshots of Facebook posts from neighbors praising David Luongo's fence staining services.

**Ask a Neighbor:**

- Shannon Ream** (Candelas) posted: "You should use David Luongo, he's great and has done many fences in Candelas and Leyton Rock, including mine. [https://nextdoor.com/p/Xxd2zsN4ctB2?utm\\_content=c&utm\\_source=share&extra\\_s=Mjl4OTM4MA%3D%3D&init\\_source=copy\\_link\\_share](https://nextdoor.com/p/Xxd2zsN4ctB2?utm_content=c&utm_source=share&extra_s=Mjl4OTM4MA%3D%3D&init_source=copy_link_share)" (1 Like)
- Chris Woodley** (Leyden Rock) posted: "I second this. David just completed ours a few days ago and did amazing work. He's personable, showed up on time, protected our plants, and is highly recommended!" (2 Likes)
- Ryan Gearhart** (Candelas) posted: "Agreed! Nice guy, did great work for us and a neighbor a few days ago."

**General:**

- Susan and Barry Chapla** (Five Parks) posted: "David painted both sides of our fence yesterday and did a great job. He was detail-oriented and cleaned up after himself." (1 Like)
- David Luongo** (Leyden Rock) replied: "Thank you Susan and Barry! Did you have painters in the past who left trash for you to pick up? Lol ~ anyway have a great rest of your summer." (1 Like)
- Steve Jabben** (Leyden Rock) posted: "David did ours last year. 👍👍 recommendation" (1 Like)
- David Luongo** (Leyden Rock) replied: "Thanks a lot, Steve." (1 Like)
- Cindy Belhumeur** (Leyden Rock) posted: "David did a great job on our fence . His price was reasonable and he got the job done when he said it would be done. I won't hesitate to refer him to my clients and neighbors." (1 Like)

**Recommendations:**

- Idalia Massa** (Leyden Rock) posted: "Fence stained GREAT JOB. We just had our fence stained by David Luongo. He did a great job, fair pricing, puntual, good people skills and protected all of our flower, annual and perennials!!" (9 Neighbors, 4 Comments)
- Idalia Massa** (Leyden Rock) posted: "Highly recommended! Posted in Recommendations to Anyone" (9 Neighbors, 4 Comments)

I appreciate you taking the time to review this proposal.

**David Luongo**  
19162 W. 84th Ave  
Arvada, CO 80007  
(303) 503-6376  
davidluongo44@gmail.com



## **MEMORANDUM**

To: Board of Directors

From: Ben Smith, District Manager

Date: December 20, 2022

Re: Consider Approval of Adding Antennas to 3 Irrigation Controllers

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### **Background**

This Summer, Keesen replaced all the existing irrigation controllers with smart controllers. This project will eventually save the District water consumption and utility costs.

The ability to save on both expense and usage comes from the level of control and communication the smart controllers provide. The controllers can track weather and communicate with the end user via a cellular network. As we all know, the cell signals within the community can be very poor at best. Before winterization, Keesen found three controllers that they were not able to communicate consistently with and tried a few troubleshooting options. They worked with WeatherTrak and were eventually able to test antennas at each controller location with success. I believe this installation is necessary to realize the full potential of the large investment the District has already made.

Controller #15 is at the clubhouse, and the antenna will be installed on the roof and mounted next to the chimney. Controller #17 is located near 84<sup>th</sup> and Leyden Rock Drive, and the antenna will be mounted on a pole next to the controller.

Controller #19 is located near 86<sup>th</sup> Place and Rogers Way, and the antenna will be mounted on a pole next to the controller.

### **Fiscal Impact**

The addition of the antennas will be a one-time expense of \$5,127.49, which includes the product and labor.

### **Recommendation/Motion**

I recommend that the Board approve the proposal for the three antennas in the amount of \$5,127.49 from the special projects fund.



November 14, 2022

WORK ORDER #91928

**PROPOSAL FOR**

BEN SMITH  
CCMC  
LEYDEN ROCK METROPOLITAN DISTRICT  
W. 82ND AVENUE & LEYDEN ROCK DRIVE  
ARVADA, CO 80007

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

**DESCRIPTION OF WORK TO BE PERFORMED**

WeatherTrak Antenna installation

Inclusions:

Price includes all labor and material for the installation of (3) Yagi antennas.

1. # 15 will be installed on the roof at clubhouse mounted at the chimney .
2. # 17 will be mounted on a galvanize pole next to the irrigation controller.
3. # 26 will be mounted on a galvanize pole next to the irrigation controller.

Exclusions:

Price excludes Certified Electrician. Does not include repairs. Leyden Rock will be made aware of any additional repair costs prior to proceeding

<b>Sale</b>	\$5,127.49
<b>Sales Tax</b>	\$0.00
<b>Total</b>	<b>\$5,127.49</b>

**LEYDEN ROCK METROPOLITAN DISTRICT**

**WORK ORDER SUMMARY**

<b>INCLUDED SERVICES</b>	<b>SALES TAX</b>	<b>TOTAL COST</b>
WeatherTrak antenna installation	\$0.00	\$5,127.49
	<b>\$0.00</b>	<b>\$5,127.49</b>

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

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

**Force Majeure and Delays**

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

By \_\_\_\_\_  
Jorge A. Villegas

Date 11/14/2022  
\_\_\_\_\_

**Keesen Landscape Management,  
Inc.**

By \_\_\_\_\_

Date \_\_\_\_\_

**CCMC**

as Agent for

**LEYDEN ROCK  
METROPOLITAN DISTRICT**

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





## MEMORANDUM

To: Board of Directors

From: Ben Smith, District Manager

Date: December 20, 2022

Re: Consider Sale of Existing Speaker System

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### **Background**

We have an existing speaker system that has only been used once since Christine, Katie and myself have been at Leyden Rock. With that, and with the A/V System being installed, the need for the system will be nonexistent.

Equalized Productions is getting a market value put together for us and Party Pro DJs is very interested in trading his services or purchasing the equipment. Party Pro DJs is who currently DJs and provides bar tending services at our events with alcohol.

Fair market value for the condition of the equipment falls in the \$2000 to \$5000 range.



## MEMORANDUM

To: Board of Directors

From: Ben Smith, District Manager

Date: December 20, 2022

Re: Consider Approval of Proposal from Patio Shoppers for New Pool Furniture

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### **Background**

With the pool furniture approaching eight years in age and with the goal of enhancing the District's top amenity, we are recommending the replacement of the existing pool furniture. The current furniture is out of date and beginning to show wear and tear each year.

For the furniture to arrive in time for the 2023 pool season and to keep current pricing, we seek a decision this month.

We currently have the existing amount of pool furniture...

**40 Lounge Chairs**  
**8 Round Tables**  
**31 Chairs**  
**4 Trash Cans**

With additional shade being added and the removal of the existing pergola, which will create additional deck space, we are recommending the following...

**50 Lounge Chairs**  
**10 Round Tables**  
**40 Chairs**  
**6 Trash Cans**  
**12 Side Tables** – We currently do not have these, but we believe these would be a great addition spread amongst the lounge chairs for drinks, books, etc.

We are recommending this furniture all to match with a textured espresso frame and plata fabric. This stays with the natural tones and will be easy to match with the shade structures. These colors can be found in the attached proposal.

This furniture comes with a 15-year warranty on the frames, a four-year warranty on paint, and a two-year warranty on the fabric. Additional warranty information is included at the end of the proposal.

### **Fiscal Impact**

This proposal totals \$53,346.60 and would be applied to the capital project fund.

### **Recommendation/Motion**

I recommend that the Board approve the proposal from PatioShoppers for new pool furniture in the amount of \$53,346.60 to be paid from the capital projects fund.





<b>Order Subtotal:</b>	\$	59,274.00
<b>Discount:</b>	\$	5,927.40
<b>Shipping:</b>	\$	0.00
<b>Tax Rate 0.00%:</b>	\$	0.00
<b>Total Due:</b>	\$	53,346.60

Approval Signature \_\_\_\_\_

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

Date \_\_\_\_\_

**Quote is valid for 14 days.**

**Shipping is included** in this proposal unless otherwise noted as an additional charge.

**Installation is specifically excluded** unless otherwise noted in this proposal. Should you require installation service, please contact us and a proposal for services can be made. Note: Installation is only available in Southern California at this time.

**Terms:** Payment is due in full prior to processing of any order unless a previously authorized purchase order of credit with terms is approved. If a purchase order is approved, 50% deposit is required for most custom furniture orders. Custom orders are non-cancelable for any reason after submittal to the manufacturer. If payment terms are accepted, you will receive an invoice immediately upon order confirmation and payment is due within 10 days of order receipt unless otherwise agreed upon.

**Payment Options:** We prefer corporate checks, however, Paypal and all major credit cards including Visa, MasterCard, Discover and American Express are accepted.

**Payment via credit card:** If payment is made via credit card, paypal and or a payment network transaction that incurs card processing fee, an additional 3% fee of the total sale amount is required to cover associated costs. By signing this proposal, verbally committing to and or giving written email approval to proceed with this as an order acknowledges you agree to our terms and conditions located on the policies page of or website located at [http://www.patioshoppers.com/pages/terms\\_and\\_conditions.html](http://www.patioshoppers.com/pages/terms_and_conditions.html)

Thank you for the opportunity to provide a quote for your facility. If you have any questions please don't hesitate to call!

Respectfully,

Myra Stokes  
 Customer Service Representative  
 951-696-1700  
 myra@patioshoppers.com

**NOTE: Please forward this page to the person receiving delivery if Patioshoppers installation services are not required.**

**Important Delivery & Acceptance Instructions**

Upon signing or committing to this agreement, we will process your order to the manufacturer and you will receive an order acknowledgment. Once the products have been manufactured you will typically receive a shipping notification. **99% of the time delivery goes without a hitch, but the following is a general outline of what to expect and how to prepare.**

**Shipping Notification:** You will typically be notified when the manufacturer has shipped the items. This is usually within a week's timeframe of delivery.

**Delivery Notification:** Most delivery companies will contact the designated person a day or two ahead and may schedule a general time frame of 8 AM to 1 PM etc. However, at times delivery may be delayed for various reasons. Technically Freight companies can only guarantee a delivery between 8 AM to 5 PM. It is best to be prepared to receive items outside of the scheduled time frame. If someone is routinely present on site all day to accept delivery such as a maintenance person, day porter, security, homeowner, etc., it is helpful. If not, you must arrange for a person to be at the location during delivery hours.

**Delivery Trucks:** Freight trucks are usually very large and delivery to some locations can be somewhat difficult navigating through residential communities, rural areas, and metro cities to find addresses, parking spots, contact persons, etc. So, it is best if the receiver understands this task, and is at the location until the items are delivered. If you can provide the contact person's name and cell phone ahead of time and prior to order it can be helpful.

**Delivery from different manufacturers:** On occasion, certain items may be purchased from different manufacturers, such as umbrellas, bases, custom cushions, trash receptacles, etc. Many times, these items will not usually be delivered at the same time as large furniture since they originate from different locations. We will do our best to coordinate delivery on or around the same day as possible, but be prepared to handle them on separate days if needed.

**Off-Loading:** Upon arrival, drivers are technically only required to take items to the "back of truck" for offloading because most freight locations have forklifts at a warehouse to offload. The truck may or may not have a lift gate and pallet jack to make it easier. If items are palletized and a lift gate is not available, it helps to take the boxes off the pallet in the truck and offload by hand. A standard utility, pocketknife and or wire snips to cut the straps and shrink-wrap may be needed. Many drivers will keep the pallets if you don't want them, but not always. You may be required to dispose of the pallets along with the packaging materials and boxes. Most drivers will help take the items off the back of the truck but are not required to because of injury and liability reasons. They may not bring your items to any location other than the street where they have offloaded and do not provide any type of installation services. Usually, two people are needed to remove large furniture items from the truck and move to the desired area for unpacking. One strong person may be able to accomplish this task. Furniture boxes are not usually extremely heavy, just large and bulky. A four-wheeled furniture dolly is helpful to move furniture boxes around.

**Acceptance:** Make sure to count all boxes and confirm the units on the bill of lading. Important Note: If you see any damage on boxes or to furnishings "during acceptance" make a note on the bill of lading when you sign for it. Make sure it's noted on the copy that the driver keeps as well. Then notify us immediately and we will rectify the situation. A general picture of the damaged boxes and or items taken from a cell phone is useful.

**Unpacking:** Typically, it's easiest to unpack items where you offloaded them, and or in a shaded area closest to the location where the furnishings will eventually be moved too. A utility knife is required to cut boxes open. Be careful not to cut furnishings inside of boxes while opening, as it would not be covered under warranty. Once items are out of the box, be prepared to remove a substantial amount of protective wrapping paper and packaging materials for furniture. Large trash bags are helpful for packing materials.

**Staging Furnishings:** It helps to have a pre-written diagram of where you would like the furnishings to be staged ahead of time. We have found that you can easily print your pool or patio areas from Google maps on satellite mode and draw in the desired locations of the furnishings. Carrying the large furniture by hand from the un-packaging area is usually best. Trying to stack large items on a dolly for moving after they have been unwrapped only tends to scratch or damage them. Note: Umbrellas, bases, and smaller items are easiest moved to the final placement location prior to unpacking.

**Disposing of Packaging:** Depending on the number of furnishings, be prepared to transport boxes, pallets and packing material to the local city or county disposal site. Most of the time it is too much to handle in your local community dumpster. The packaging is all standard materials and is not hazardous or subject to any additional fees at the disposal site. We have found that you can take the cardboard and most materials to a recycling center for free disposal as well.

**Removal of Existing Furnishings:** Items can be taken to the local disposal site. We have found that on some occasions a service such as Salvation Army, or thrift stores, etc., may come and take some or all off the furnishings as a donation. As well, you can place an ad in craigslist (with images) to either sell or have it picked up for free. Also, you may let your residents know and they may take some for personal use.

**Recommended Tools and Items:**

Utility knife

Wire snips

Trash bags

Four wheeled furniture dolly is helpful but not required

Truck or trailer to remove packaging materials and old furnishings to disposal site

COLORS SHOWN

 Sling: Metallica Lagoon

 Frame: White



bar chair

**2107S** .....

Dimensions (W x D x H): 24.5" x 30" x 48.5"

Seat Height: 30"



dining chair

**2103S** .....

Dimensions (W x D x H): 24.5" x 28" x 34.5"

Seat Height: 17"



chaise lounge

**2108S** .....

Dimensions (W x D x H): 29.5" x 76" x 38.5"

Seat Height: 13"



sand chair

**2104S** .....

Dimensions (W x D x H): 24" x 24.5" x 26.5"

Seat Height: 10"

COLORS SHOWN

	Sling: Marina
	Frame: Sky White



bar chair

**2307S** .....  
Dimensions (W x D x H): 26" x 27" x 51" | Seat Height: 30"



dining chair

**2303S** .....  
Dimensions (W x D x H): 26" x 29" x 35" | Seat Height: 17"



chaise lounge

**2308S** .....  
Dimensions (W x D x H): 30" x 76" x 38" | Seat Height: 13"



sand chair

**2304S** .....  
Dimensions (W x D x H): 24" x 24.5" x 26.5" | Seat Height: 10"

# Round dining tables



coastal dining table base

48" 12948 | 42" 12942  
Height 27"



universal dining table base

48" 17948 | 42" 17942  
Height 27"



bistro dining table base

48" 18948  
Height 27"

# Round bar tables



coastal bar table base

42" 12842  
Height 27"

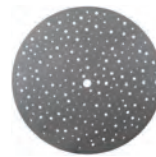


bistro bar table base

36" 18836  
Height 27"

## available with these tops

additional frame finishes and MGP colors available, see page 111 for more info





# Round coffee tables



coastal coffee table base

42" 12642

Height 18"

\*not available in woven top



universal coffee table base

36" 17636

Height 18"

# Round side tables



coastal side table

20" 12920

Height 18"



universal side table

20" 17920

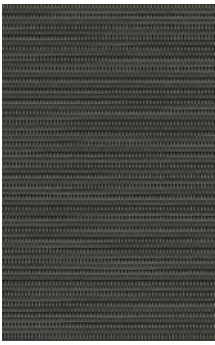
Height 18"

## available with these tops

additional frame finishes and MGP colors available, see page 111 for more info



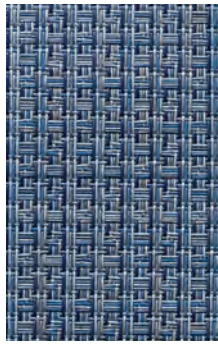




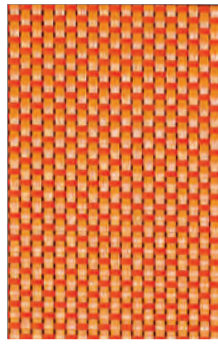
Metallica Smoke  
3027626



Nautica  
3037685



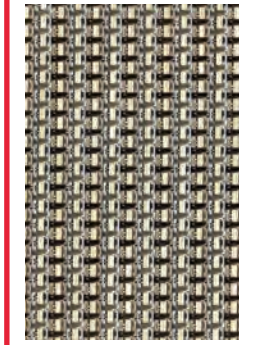
Ocean Blue  
3040484



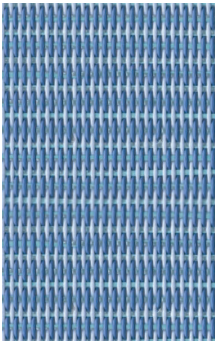
Orange Burst  
3037842



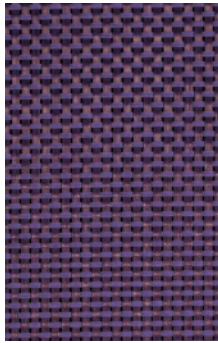
Periwinkle Caneweave  
3040485



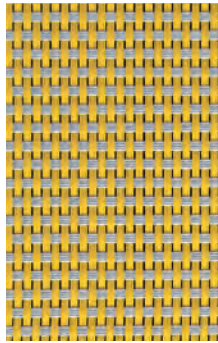
Plata  
3016021



Poolside  
3021367



Purple Burst  
S14017954C



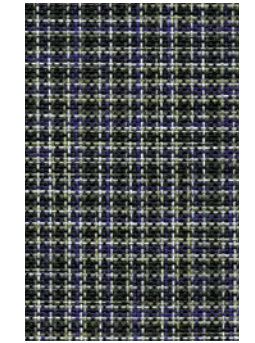
Saffron Twist  
3037689



Sisal Tungsten  
3007292



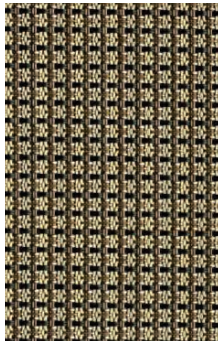
Streamline Azure  
3042890



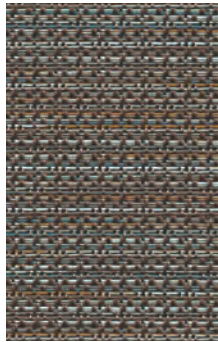
Tartan Cobalt  
3039315



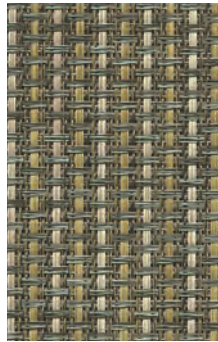
Tartan Teal  
3039311



Taupe Tweed  
T69D5W020



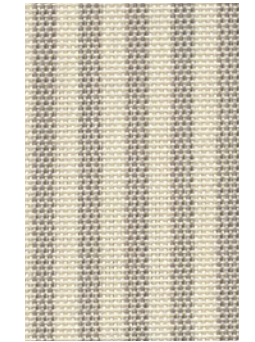
Terrace Malachite  
3036913



Turquesa  
3013955



Vineyard Stripe Copper  
3036896



Vineyard Stripe Silver  
3036897

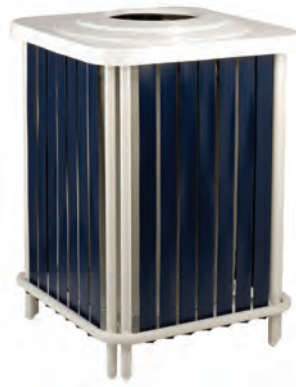






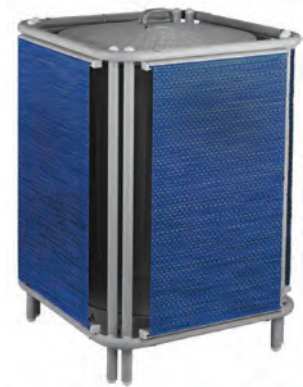
steel architectural  
recycle waste  
receptacle

**WRC30RE** .....  
Dimensions (W x D x H):  
28" x 28" x 31"



strap waste  
receptacle

**B321\*** .....  
Dimensions (W x D x H):  
23" x 23" x 33"



sling waste  
receptacle

**B321S\*** .....

ALSO AVAILABLE:  
cross weave waste  
receptacle

**B321CW\*** .....

\* Drop-through lid SOLD  
SEPARATELY FOR WASTE  
RECEPTACLES B321, B321CW,  
& B321S (MODEL #DOME)



steel  
architectural  
waste receptacle

**WRC30** .....  
Dimensions (W x D x H):  
28" x 28" x 31"



steel  
architectural  
waste receptacle

**WRC30RB** .....  
Dimensions (W x D x H):  
28" x 28" x 31"

## Smoking receptacles



**AU10**



**SU**



**AU10EXP**



ash urn

**UC1216** .....  
(W x D x H): 16" x 16" x 23"



steel architectural ash urn

**AUC18** .....  
(W x D x H): 16" x 16" x 23"

# Frame finishes

Please note the color shown and the actual frame color may slightly differ. Contact an Account Manager to request frame samples



Mahogany Frost  
064



Platinum  
043



Satin Amber  
077



Starlight Black  
066



Textured Antique  
Beige  
012



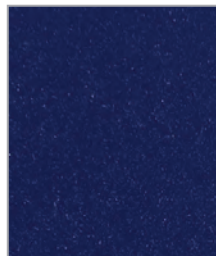
Titanium Gray  
081



Textured Charcoal  
009



Textured Espresso  
009



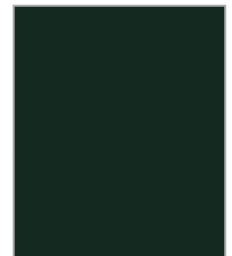
Deep Blue  
Metallic  
078



Cardinal Red  
074



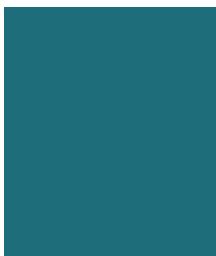
Lime Green  
076



Forrest Green  
065



Marina  
013



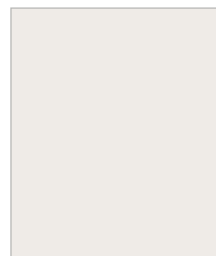
Metallica Lagoon  
072



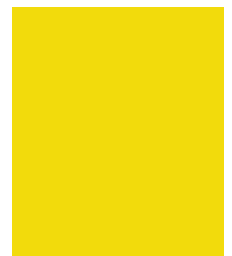
Orange Burst  
071



Purple Burst  
0670

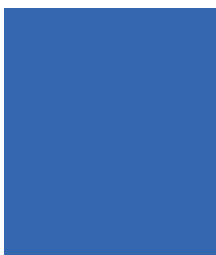


Sky White  
010



Yellow  
075

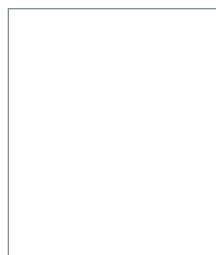
MGP products  
available in



Royal Blue  
MGPBLU



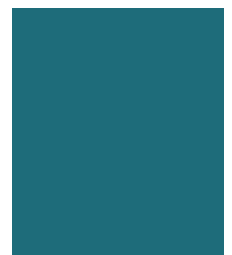
Navy  
MGPNVY



White  
MGPWHI



Grey  
MGPGRY



Teal  
MGPTAL

## **WARRANTY**

This is a limited warranty.

### **EXTRUDED ALUMINUM FRAME – FIFTEEN YEARS**

If the extruded aluminum frame fails structurally (i.e. broken frame or welds) within 15 years from the date of purchase, Leisure Creations will replace or repair the frame in the original color and style, if available, or in a similar color and style if the original is not available. (See below for umbrella frame warranty).

### **VINYL STRAP**

If a strap breaks within five years from the date of purchase, a replacement strap will be sent directly to the customer in the original color, if available, or in a similar color if the original is not available. Excessive fading of vinyl will be warranted for two years.

### **PAINT FINISH – FOUR YEARS**

If the paint finish on an extruded aluminum frame blisters or peels within four years from the date of purchase, Leisure Creations will repair or refinish the frame in the original color, if still available, or in a similar color if the original is no longer available.

### **AQUA MGP – TWO YEARS**

If the frame fails structurally or fades excessively within 2 years from the date of purchase, Leisure Creations will repair or refinish the frame in the original color, if still available, or in a similar color if the original is no longer available. Maintaining your pool's correct PH balance is necessary to protect your furniture's finish.

### **FABRIC – TWO YEARS**

If the fabric on a sling, cushion, or umbrellas tears or fades excessively within two years from the date of purchase, Leisure Creations will repair or replace the fabric in the original selection if available, or in a similar fabric if the original is no longer available. Please notice that sling fabric on the Aqua Lounge carries a one year warranty.

### **UMBRELLA FRAME – ONE YEAR**

If an umbrella frame fails structurally within one year from the date of purchase, Leisure Creations will repair or replace applicable parts or frame in the original style, if still available, or in a similar style if the original is no longer available. Warranty does not apply in cases of exposure to extreme weather.

### **STEEL FURNITURE & UMBRELLA BASE**

Frame is covered the same as the extruded fifteen year warranty. Paint finish is covered two years for blister or peels. Leisure will repair or replace the frame in the original color, if available, or in a similar color if the original is no longer available. Scratches and scrapes can expose the steel frame and void warranty.

### **WICKER FRAME – ONE YEAR**

A one year limited manufacturer's warranty covers all defects associated with workmanship or materials.

### **MGP PRODUCT**

FIVE YEARS for MGP component. TWO YEARS for excessive color fading.

## **SOLAR TABLES – TWO YEARS**

For top and charging components only. It is recommended, to prevent damage to the battery, that the solar table not be stored indoors for long periods of time.

## **FIBERGLASS PRODUCT – ONE YEAR**

A one year limited manufacturer's warranty covers all defects associated with workmanship or materials. Leisure Creations warranties become null and void in the event of damage to the product resulting from any of the following:

- Unauthorized repairs
- Breakage due to abuse or misuse
- Repair, alteration, or modification of the product by anyone other than Leisure Creation or authorized representatives thereof
- Damage resulting from accidents and severe weather
- Normal fading of vinyl color caused by exposure to the sun or weather
- Vandalism
- Use of a power washer for cleaning
- Warranty applies to the original purchaser
- In pool use of furniture that is not designed for in pool use voids the warranty
- Use of unapproved cleaning chemicals or exposure to suntan oils or lotions
- Lack of cleaning and maintenance

The life of your outdoor furniture depends on how it is cared for and maintained. Consider the care given to your personal home or car, etc., this same kind of proactive care given to your outdoor furniture would increase the longevity of the product and help preserve its beauty.

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

Requisition No. 1

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

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

1. The amount to be paid or reimbursed pursuant hereto is \$2,641,085.68.

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

RRCEA, LLC

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

Payment per the Agreement in the Nature of an Accord Concerning Infrastructure Acquisition and Reimbursement Agreements

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

RRCEA, LLC  
7353 S. Alton Way, Suite A 100  
Englewood, CO 80112

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

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

of making the disbursement in accordance with this requisition, and (iii) agrees they will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with this requisition.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of November, 2022.

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District Representative