

LEYDEN ROCK METROPOLITAN DISTRICT
REGULAR MEETING

via teleconference

Tuesday, February 21, 2023 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/88169711850?pwd=MVBaYlFOUjltQWQzMlFhbnRlUtrbFUwQT09>

Meeting ID: 881 6971 1850

Passcode: 983761

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

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
 - a. Approval of Minutes from January 17, 2023 Regular Meeting (**enclosure**)
 - b. Approval of Minutes from February 7, 2023 Special Meeting (**enclosure**)
 - c. Approval of Contract with Partners in CPR for CPR Class (**enclosure**)
 - d. Approval of Contract with Mandy Thomas for Paint Party (**enclosure**)
 - e. Approval of Contract with Jane Yamuda for Caricature Art (**enclosure**)
 - f. Ratification of Requisition No. 4 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021 (**enclosure**)
 - g. Ratification of Contract with Divine Reconnections LLC for Sound Bath Class (**enclosure**)
6. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)
 - b. Other Financial Matters
7. District Management Matters
 - a. District Manager’s Report
 - b. Consider Approval of Contract with Healthy Hub Vending (**enclosure**)

2023 Regular Meetings

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

- c. Discuss the Type of Alcohol to be Serviced at the Derby Party
 - d. Discuss Paint Palette Updates
 - e. Discuss Potential Change to Clubhouse Rental Hours
 - f. Discuss and Consider Approval of Proposal for Clubhouse Staining
 - g. Discuss and Consider Approval of Proposal for Pool Plaster
 - h. Other Management Matters
8. Director's Matters
 - a. Other Director's Matters
9. Capital Projects Discussion
 - a. Discuss and Consider Approval for the Addition of Flower Pots at the Pool
 - b. Discuss and Consider Approval of Electrician for Capital Improvement Projects
10. Legal Matters
 - a. Discussion and Consider Approval of Independent Contractor Agreement with Neighborly Fence Staining, LLC for Fence Staining (**enclosures**)
 - b. Other Legal Matters
11. Executive Session - The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purpose of receiving legal advice as it relates to Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to Seventh Amendment to Independent Contractor Agreement with Capital Consultants Management Corporation.
12. Executive Session - The Board intends to enter into executive session pursuant to § 24-6-402(4)(b), C.R.S., to conference with an attorney for the District for the purpose of receiving legal advice as it relates to Leyden Rock Agreement regarding the Jefferson Parkway and pursuant to § 24-6-402(4)(e), C.R.S., for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, instructing negotiators related to Leyden Rock Agreement regarding the Jefferson Parkway.
13. Other Business
14. Adjourn

2023 Regular Meetings

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

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, January 17, 2023 at 6:00 P.M. via
Teleconference

Attendance

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

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardita
Tanis Batsel Stewart

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

Call to Order

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

**Conflict of Interest
Disclosures**

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

Ms. Murphy noted that Director Cunningham abstained from voting, but that he was in attendance for quorum purposes.

Agenda

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

Public Comment

Lynn Shelton, who resides at 18962 W. 84th Avenue, inquired about amending the Keesen contract to provide snow plowing on the streets throughout the community. Director Vernon responded to this request and will confer with Mr. Smith about what can be done.

Director Vernon noted that residents have inquired about amending the guidelines to permit chickens in backyards.

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 December 20, 2022 Regular Meeting;
- Rescind Approval of Second Amendment to Independent Contractor Agreement with Aqua Sierra, Inc.;
- Content Release with Best Version Media;
- Requisition No. 2 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021; and
- Requisition No. 3 Related to the District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 2021.

Mr. Smith noted the District is researching new vendors for pond maintenance.

Financial Matters

Consider Approval of Payables/Financials

Mr. Fink presented the Schedule of Cash Position dated September 30, 2022 updated as of January 10, 2023 and the Claims in the amount of \$226,457.49. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Schedule of Cash Position and Claims.

Discussion Regarding Continuing Disclosure Obligation for District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds,

Mr. Fink informed the Board that CliftonLarsonAllen, LLP did not timely file the Continuing Disclosure Obligation for District’s General Obligation (Limited Tax Convertible to Unlimited Tax) Refunding and Improvement Bonds, Series 202. Mr. Fink informed the Board the Continuing Disclosure was filed along with a notice to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the notice and filing.

Series 2021
Other Financial Matters None.

**District Management
Matters**

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

Discussion Regarding Mr. Smith noted that he met with legal counsel to discuss the options
Swim Lessons and Adult for the District to provide swim lessons. The instructor providing
Swim Swim swim lessons will be treated the same as any other vendor in the
community pertaining to insurance and liability requirements. The
Board engaged in discussion regarding swim lessons. Director
Ardita noted that he is in favor of providing swim lessons. Director
Cunningham inquired about the levels of swimming lessons, a fee to
be charged, and the timing of swimming lessons during open hours.
Director Plummer suggested to provide swim lessons after lap swim
roughly around 9 to 11 a.m. Mondays through Thursdays. Director
Vernon noted that he is in support of swim lessons. Director
Plummer inquired about liability and complaints. Ms. Murphy noted
that the vendor would be required to indemnify the District and
provide insurance as other vendors are required to do. No action was
taken.

Discussion and Ms. Call presented the Tree Survey Proposal with Preservation Tree
Recommendation of Tree to the Board. Ms. Call noted the District does not have a map of all
Survey Proposal with the trees in the community and their health. Director Vernon noted
Preservation Tree that he met with the vendor and received two bids, one of which was
over \$32,000. Following discussion, upon a motion duly made and
seconded, the Board unanimously approved the proposal.

Other Management None.
Matters

Director's Matters

Discussion Regarding Director Cunningham presented a draft Northwest Area Subplan
Arvada Sub-Area Plan from the City of Arvada to the Board. The plan shows the area north
of the railroad tracks and up to Candelas. Director Cunningham
inquired about an access road from Leyden Rock or Leyden Ranch
to Highway 72. Director Vernon noted that he is in support of the
plan. Director Vernon noted that he met with Vaumont MD and he
has their support of removing Jefferson Parkway. Director Batsel-
Stewart noted the she is in support of this plan. Director Plummer

noted that the Ralston Valley Commission are in opposition to Jefferson Parkway as well. The Board authorized Director Cunningham to draft a response statement to the Northwest Area Subplan subject to legal review.

Other Director Matters None.

Capital Projects Discussion

Discuss and Consider Approval for Picnic Tables Mr. Smith presented a PlayWell Proposal for Picnic Tables. in the amount of \$8,593.87 for 4 picnic tables which are ADA compliant. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal in the amount of \$8,593.87 for four ADA-compliant picnic tables.

Discuss and Consider Approval for the Addition of Flowerpots at the Pool Mr. Smith presented the matter to the Board. Director Vernon and Director Batsel-Stewart met with Keesen Landscape representative who suggested adding flowerpots to the community. Director Vernon and Director Ardita are in support of the addition of flowerpots and would like the pool attendant to complete the watering. Matter was deferred to the next meeting.

Capital Projects Update Mr. Smith and Ms. Cooley presented an update to the Board regarding various capital projects. Following discussion, the Board set the following priority of capital projects:

District owned property	City owned property	Entry Monuments
1. Trails (included in Master Plan)	1. Westridge Hill (drainage)	1. Entry monuments
2. String of Pearls	2. Westridge Hill (landscaping)	
3. Bench Vistas	3. Trails (included in Master Plan)	
4. Trails (additional)	4. Bench Vistas	
5. Pocket Parks	5. Westridge Park – Landscaping	
6. General Landscaping	6. Trails (additional)	
	7. Park Amenities	
	8. General	

	Landscaping	
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Ms. Cooley noted that Architerra will be included in any project that requires plan sets to be submitted to the City of Arvada. Director Vernon inquired about the Architerra proposal dated January 6, 2023. Ms. Cooley noted that the Board will need to provide specific direction on which sites need improvement. Ms. Cooley noted that Architerra has the mockups for the entry monuments and that project can move forward quickly.

Consider Approval of Contract with Architerra The Board engaged in discussion regarding the Contract with Architerra. Following discussion, upon a motion duly made and seconded, the Board unanimously approved subject to final legal review and Ms. Cooley’s approval.

Other Capital Projects Matters Director Vernon engaged in discussion with the Board regarding fire exits. Director Vernon noted he had a conversation with Ryan S. at the City and there has been progress to develop fire exits.

Director Plummer engaged in discussion with the Board regarding Ore Cart Vendor and clocks for the pool. Director Plummer noted that there is a vendor located in Murphy, California that can make the ore carts. Director Plummer noted that many people have inquired about a large pool clock. Ms. Cooley noted Architerra is planning to incorporate Ore Carts in their landscape plans.

Director Ardita noted the Pocket Parks and Bench Vistas project is ongoing.

Director Cunningham noted that he met with Director Batsel-Stewart, Mr. Smith, Ms. Call, and Ms. Cooley regarding the Trails project and the work is ongoing.

Director Batsel-Stewart noted that the information regarding Plants and Flowers is in progress and a meeting with Director Vernon and Director Plummer will be set regarding this project.

Capital Projects meetings will be scheduled for the first Tuesday of each month at 6:00 p.m.

Legal Matters

Discussion Regarding Ballot Drop Off Location for the May 2023 Ms. Murphy engaged in discussion with the Board regarding the Ballot Drop Off Location for the May 2023 Election. The Board is in support of the location.

Election

Other Legal Matters None.

Other Business Next Capital Projects meeting February 7th at 6:00 p.m.
Next Board Meeting February 21st at 6:00 p.m.

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

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

Secretary for the Meeting

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

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

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

Attendance

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

Brett Vernon
Scott Plummer
Jeff Cunningham
Christian Ardita
Tanis Batsel Stewart

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

Call to Order

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

**Conflict of Interest
Disclosures**

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

Agenda

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

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

Public Comment None.

Capital Projects Discussion

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

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

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

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

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

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

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

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

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

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

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

Director’s Matters

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

attend a meeting.

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

Other Director's Matters None.

Other Business Next Board Meeting February 21st at 6:00 p.m.

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

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

Secretary for the Meeting

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

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Partners in CPR, Inc.

Title of Agreement/Contract: CPR and First Aid Class on March 4, 2023

Agreement/Contract Date: February 14, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Scope of Services/Compensation Schedule

Contractor will provide a First Aid and CPR training class on March 4, 2023 from 9:00 a.m. -1:00 p.m. at the Leyden Rock Clubhouse.

Cost is \$45/participant paid directly to the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No., Ext): (888) 202-3007 FAX (A/C, No.): E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hiscox Insurance Company Inc 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Partners In CPR, Inc 8699 Windy Street Arvada, CO 80007		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		P100.240.110.7	05/01/2022	05/01/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC							\$
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>						BODILY INJURY (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>						PROPERTY DAMAGE (Per accident)	\$
								\$	
UMBRELLA LIAB							EACH OCCURRENCE	\$	
<input type="checkbox"/>	<input type="checkbox"/> OCCUR						AGGREGATE	\$	
EXCESS LIAB								\$	
<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE							\$	
DED RETENTION \$								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below							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)

Leyden Rock Metro District is listed as an Additional Insured and is subject to the policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Leyden Rock Metro District 8360 E Via de Ventura Blvd, Suite L100 Scottsdale, AZ 85258	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
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. Partners In CPR, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" 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. 8699 Windy Street	Requester's name and address (optional)
6 City, state, and ZIP code Arvada, CO 80007	
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	
3 0 - 0 6 3 9 5 7 9	

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 ▶ February 6, 2023
------------------	----------------------------	--------------------------------

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) Partners In CPR
performing (type of work) CPR and First Aid Training
Federal Employer Identification Number: 30-0639579
Address: 8699 Windy Street Arvada, Colorado 80007

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 of Independent Contractor

February 8, 2023

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: Jane Yamada

Title of Agreement/Contract: Caricature Portrait Services on May 6, 2023

Agreement/Contract Date: February 14, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Scope of Services/Compensation Schedule

Contractor will provide caricature portrait services on May 6, 2023 from 3:30 p.m. - 6:30 p.m. at the Leyden Rock Clubhouse.

Cost is \$125 per hour; \$375 total.

Caricatures
by
Jane Yamada
303-665-5016

Date of Event: Saturday, May 6, 2023

Time of Event: 3:30 pm - 6:30

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

Event Name: Derby Party

Address: Leyden Rock
17685 W 83rd Drive
Arvada, CO 80007

Hourly Wage: \$125 per hour

Total Fee: \$375 total

PLEASE MAKE CHECK TO JANE YAMADA

PROVIDER and PURCHASER hereby acknowledge that the following terms and conditions shall constitute the agreement between the parties hereto.

Cancellation Policy:

Once I receive your signed agreement I will be 100% committed to you and your event! Because of this please understand that from that point on, I will be turning away other opportunities in your time slot, so, once the agreement is signed, you will still be responsible for payment in full if you should have to cancel or reschedule. If replacement work is obtained, you will be released from your obligation.

Signature:



Date:

Date: 2/10/2023

Artists Signature:

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only 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) in the box 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 5).
 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.
2312 Ponderosa Place
Erie, Colorado 80516

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (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.

Notes: 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
568 - 72 - 0861
 or
 Employer identification number

Part II Certification
 Under penalties of perjury, I certify that:

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

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here *Jane Yamada* Date ▶ **11/3/2022**

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), 1099-T (tuition)
- Form 1099-A (acquisition or abandonment of secured property)
- Form 1099-C (canceled debt)

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) Jane Yamada
performing (type of work) Caricature Art

Federal Employer Identification Number: 568-72-0861

Address: 2312 Ponderosa Place, Erie, CO 80516

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

Address: 2312 Ponderosa Place, Erie, CO 80516 Coverage #: _____ Phone: 303-465-5016

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.

Jane Yamada
Signature of Independent Contractor

1/17/2023
Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE
(MM/DD/YYYY)
01/18/2023

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 Specialty Insurance Agency Performers of the U.S. 3432 Denmark Ave #231 Eagan, MN 55123	Contact Name: Heather Weiss Zenzen Phone: 715-246-8908 FAX: 715-246-8908 Email: certs@specialtyinsuranceagency.com										
INSURED PERFORMERS OF THE U.S. AND ITS PARTICIPATING MEMBERS: Jane Maxine Yamada 2312 Ponderosa Place Erie, CO 80516	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B:		INSURER C:		INSURER D:	
	INSURERS AFFORDING COVERAGE	NAIC #									
	INSURER A: Evanston Insurance Company	35378									
	INSURER B:										
INSURER C:											
INSURER D:											

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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"/> PROJECT <input type="checkbox"/> LOC	X	X	2CN0174-9099	06/29/2022	06/28/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	PERFORMER ASSISTANT(S)						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	BUSINESS PERSONAL PROPERTY - INLAND MARINE						AGGREGATE	\$
A	SEXUAL ABUSE AND MOLESTATION <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
							AGGREGATE	\$
A	DATA BREACH AND CYBER LIABILITY COVERAGE						AGGREGATE	\$
A	EQUIPMENT LEASED OR RENTED						AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U.S.:
 Jane Maxine Yamada
 Additional Insured: Leyden Rock Metropolitan District

 Email: cahern@ccmcnet.com Attn: Christine Ahern Event Dates: 05/06/2023 - 05/06/2023 Includes Setup And Teardown
 Insured for: Caricature Artist

CERTIFICATE HOLDER

Leyden Rock Metropolitan District
 8360 E Via de Ventura Blvd, Suite L-100
 Scottsdale, AZ 85258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Heather Weiss Zenzen*

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

Requisition No. 4

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 \$47,807.79.
2. The name and address of the person, firm, or corporation to whom payment is or has been made is as follows:

Leyden Rock Metropolitan District

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

Payment of capital invoices

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

See attached wire instructions

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of January, 2023.

Brett Vernon

District Representative



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

INVOICE #	7450
DATE	1/9/2023
DUE DATE	2/8/2023
P.O. #	

BILL TO:

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

PROJECT 2107/Lyeden Rock Community Improvements

DESCRIPTION	TOTAL
DESCRIPTION: Nov 2022 - Dec 2022 project coordination, discussion and meetings and misc. coordination.	
LABOR: L Dominguez - 12.25 hrs @ \$110/hr	1,347.50
M Taylor - 1.75 hrs @ \$150/hr	262.50
Labor Subtotal	1,610.00
CONSULTANTS Bailey Professional Solutions, LLC (inv LS-22-079)	10,750.00
	<u>\$12,360.00</u>

Contract Amount	Contract Remaining	Percent Complete
\$80,270.00	\$33,750.25	58%

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

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

Invoice



BILL TO
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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
S-1748	01/04/2023	\$21,751.29	01/04/2023	Due on receipt	

PROJECT

Clubhouse Audio System

DATE	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	0.50	3,920.00	1,960.00
	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.	0.50	215.00	107.50
	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.	0.50	107.00	53.50
	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.	0.50	3,710.00	1,855.00
	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.	0.50	2,000.00	1,000.00
	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).	0.50	1,045.00	522.50
	DSP - QSC:QSC - TSC-50-G3 Touch Screen Q-SYS 5" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	0.50	1,375.00	687.50
	Control - QSYS:QSC AD-C6T-WH 6.5" Two-way ceiling speaker, 70/100V transformer	3	520.00	1,560.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	with 16 bypass, 135 conical DMT coverage, includes C-ring and rails for blind mount installation, Ø245 mm cut-out. - SOLD & 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.	0.50	2,945.00	1,472.50
	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.	0.50	2,835.00	1,417.50
	Wireless Routers:TP Link Archer C50 1200Mbps Dual Band Wireless Router	0.50	60.00	30.00
	Wireless Mics - Shure:Shure SLXD24D/SM58-G58 Dual Wireless Vocal System with SM58 microphone	1.50	1,379.00	2,068.50
	Wireless Mics - Shure:Shure SLXD1--G58 Bodypack Transmitter	1	215.00	215.00
	Wireless Mics - Shure:Microdot 4016 - SH Headset Headworn Microphone For Shure Wireless System Detachable Cable With 4 Pin Hirose type Connector - Omidirectional Mic	1	72.50	72.50
	Wireless Mics - Shure:Shure WL185 Microflex® Cardioid Lavalier Microphone	1	133.00	133.00
	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.	0.50	569.00	284.50
	Wireless Mics - Shure:Shure UA864US Wall-Mounted Wideband Antenna (470-960 MHz)	1	449.00	449.00
	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	1	4,250.00	4,250.00
				Subtotal: 18,138.50
	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.	2	275.00	550.00
	Speakers - JBL:JBL AWC82 8" 2-Way All-Weather Compact Co-axial Loudspeaker. 120 x 120 broadband control, co-	1	485.00	485.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	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			
	Sales Telex 450D Dynamic Push-to-Talk Handheld Paging Microphone	0.50	100.00	50.00
				Subtotal: 1,085.00
	POWER SEQUENCING AND RACK			
	Power Sequencers - Furman:Furman CN-2400S Furman 20 AMP, 3 Stage Power Sequencer	0.50	824.95	412.48
	Racks - Middle Atlantic:Middle Atlantic - Vertical Power Strip Vertical Power Strip, 6 Outlet, 15 Amps	0.50	172.00	86.00
	Racks - Lowell:Lowell LWR-1623 Rack-Sectional Wall Mount-16U, 23in Deep, 1pr Adj Rails, Black	0.50	1,007.11	503.56
	Racks - Lowell:Lowell LFD-16FV Door-Fully Vented Front-16U, Locking, Black	0.50	346.10	173.05
	Racks - Accessories:Middle Atlantic UTILITY DRAWER 3 RU 3RU Utility Drawer	0.50	195.00	97.50
				Subtotal: 1,272.59
	LABOR & MATERIALS			
	Material All cable, hardware, rigging, cable management, & conduit required for installation.	0.50	1,800.00	900.00
	Labor Installation, commissioning, & administrative labor	0.50	3,000.00	1,500.00
	Services 2 Year Installation Warranty	0.50	0.00	0.00
	Services Installation Training and Support	0.50	0.00	0.00
				Subtotal: 2,400.00
	CUSTOMER PROVIDED - iPad or Tablet for wireless system control			

SUBTOTAL	22,896.09
DISCOUNT 5%	-1,144.80
TOTAL	21,751.29
BALANCE DUE	\$21,751.29

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

Invoice



BILL TO
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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
S-1749	01/04/2023	\$6,727.50	01/04/2023	Due on receipt	

PROJECT

Board Mic/Voting System

DATE	ACTIVITY	QTY	RATE	AMOUNT
	AUDIO EQUIPMENT			
	Wireless Mics - Shure:Shure MXCWAPT-A Access point Transceiver for US Only	0.50	3,753.00	1,876.50
	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	2.50	1,502.00	3,755.00
	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	2.50	207.00	517.50
	Wireless Mics - Shure:Shure SB930 Rechargeable li-ion battery with test button and LED charge status indication. Included with MSCW640 wireless conference unit	0.50	174.00	87.00
	Wireless Mics - Shure:Shure MXCWNCS-US Networked charging station, 10 bay SB930, US IEC power cord	0.50	1,128.00	564.00
				Subtotal: 6,800.00
	LABOR & MATERIALS			
	Material Cable, hardware, and cable management required for installation	0.50	350.00	175.00
	Labor Installation, commissioning and administrative labor	0.50	1,000.00	500.00
	Services 2 Year Installation Warranty	0.50	0.00	0.00
	Services Installation training and support	0.50	0.00	0.00
				Subtotal: 675.00

SUBTOTAL	7,475.00
DISCOUNT 10%	-747.50
TOTAL	6,727.50
BALANCE DUE	\$6,727.50

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

Invoice



BILL TO
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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
S-1750	01/04/2023	\$6,969.00	01/04/2023	Due on receipt	

PROJECT

Clubhouse Video System OPT 2

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Televisions - Commercial:NEC C981Q MultiSync C981Q 98inch Slim LED LCD Public Display Monitor;3840 x 1260	0.50	9,289.00	4,644.50
	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	0.50	199.00	99.50
	Rentals:EQUIPMENT RENTAL Material lift for display installation	0.50	300.00	150.00
	Material Cable, connectors, installation materials, power relay to screen, blocking, rigging & mounting for screen	0.50	1,650.00	825.00
	Labor Installation labor	0.50	2,500.00	1,250.00
	Services System training and support	0.50	0.00	0.00
	Services 2-year installation warranty	0.50	0.00	0.00

BALANCE DUE

\$6,969.00

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Alexandra Falticeri d/b/a Divine Reconnections LLC
Title of Agreement/Contract: South Bath on February 16, 2023
Agreement/Contract Date: February 6, 2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

District: By:  By: Brett Vernon (Feb 8, 2023 14:36 MST) Name: Brett Vernon Title: President	Contractor: By: _____ Name: _____ Title: _____
---	--

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

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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: <u>Alexandra Falticeni</u>
Name: _____	Name: <u>Alexandra Falticeni</u>
Title: _____	Title: <u>Owner</u>

Exhibit A

Scope of Services/Compensation Schedule

Contractor will provide a Community South Bath Event on February 16, 2023 from 6:30-7:30 p.m. at the Leyden Rock Clubhouse.

Cost is \$20/participant paid directly to the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2022

PRODUCER Insurance Plus 800-222-1110 Arthur J. Gallagher Risk Management Services, Inc. 8430 Enterprise Circle, Suite 200 Lakewood Ranch, FL 34202		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Alexandra Falticeni 18400 W. 84th Place Arvada, CO 80007	INSURERS AFFORDING COVERAGE INSURER A: Arch Specialty Insurance Company- Surplus Lines Insurance Report all claims via e-mail at sarasota.bsd.operations@ajg.com INSURER B: INSURER C:	
		NAIC # 21199
		Ins. # 412043

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$ 2,000,000
	X	COMMERCIAL GENERAL LIABILITY		05/26/2022	05/26/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	#PLP0066026-01			MED EXP (Any one person) \$ N/A
A	X					PERSONAL & ADV INJURY \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3,000,000
	X	POLICY				PRODUCTS - COMP/OP AGG \$ 2,000,000
		PRO-JECT				BUS. PERS. PROP. AGG / DED \$1,000/ \$250
		LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		ANY AUTO				BODILY INJURY (Per person) \$
		ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
		OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	OTHER	Professional Liability	#PLP0066026-01	05/26/2022	05/26/2023	2,000,000 per occurrence / \$3,000,000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Holder named below is listed as an Additional Insured for the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Leyden Rock Metropolitan District
 8360 E Via De Ventura Blvd Suite L-100
 Scottsdale, AZ 85258

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Vendor Form

X Set-Up Update

Community Name:

*If this is a new vendor set-up, this form must be completed with appropriate approvals and sent to accounts payable prior to any work or services being done. Please note: no checks will be issued without proper set-up.

Per CCMC Policy, all invoices must be emailed as a PDF attachment, listing the community name as the bill to, and sent to: CCMC_InvoiceCapture@conkursolutions.com.

Vendor name:

Make checks payable to:

Remit to address:

City:

State: Zip:

Phone number: Fax number:

Email: Contact:

Physical address (if different):

State: Zip:

Will vendor perform work or make deliveries onsite? Yes No If so, please provide copies of the current Certificates of Insurance listing the community as the certificate holder or the board signed Hold Harmless Agreement.

If NOT onsite, what payment is being made to vendor:

<input type="checkbox"/> Facility deposit refund	<input type="checkbox"/> Activity refund
<input type="checkbox"/> Homeowner/Board reimbursement for supplies	<input type="checkbox"/> Online purchase
<input type="checkbox"/> Items to be picked up	<input type="checkbox"/> Attorney
<input type="checkbox"/> Rent or storage vendor	<input type="checkbox"/> Other (specify): <input type="text"/>

I certify that I or any member of the Association staff do not have a direct or indirect financial interest in or a financial relationship with this vendor. In the case of possible conflict, I have made the Board of Directors aware of the relationship.

Community Manager

Vice President/Executive Admin



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) Divine Reconnections

performing (type of work) Sound Bath Sessions

Federal Employer Identification Number: 83-4006722

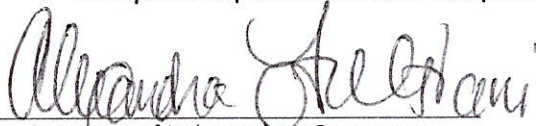
Address: 18400 W. 84th Place, Arvada CO 80007

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

Address: 18400 W. 84th Arvada, CO 80007 Coverage #: 412043 Phone: 214-564-6612

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 of Independent Contractor

2/1/2023

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.

SP Print or type. Specific instructions on Page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Alexandra Falliceni</p> <p>2 Business name/disregarded entity name, if different from above Divine Reconnections LLC</p> <p>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.</p> <p> <input 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 checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> <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> </p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apartment or suite number). 18400 W. 84th Place</p> <p>6 City, state, and ZIP code Arvada, CO 80007</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

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.

	<p>Social security number</p> <table border="1" style="width: 100%; height: 30px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										
	<p>or</p> <p>Employer identification number</p> <table border="1" style="width: 100%; height: 30px;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										

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	<p>Signature of U.S. person ▶ <i>Alexandra Falliceni</i></p>	<p>Date ▶ <u>2/1/2023</u></p>
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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-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.

Leyden Rock Metropolitan District
Interim Claims 01/11/23 - 02/14/23

Process Date	Vendor	Invoice Number	Amount
1/18/2023	Keesen Landscape	199248	(124,750.00)
2/1/2023	CliftonLarsonAllen, LLP	3538661	(1,581.49)
2/1/2023	Equalized Productions	Multiple	(35,447.79)
2/1/2023	The Architerra Group, Inc.	7450	(12,360.00)
2/1/2023	White, Bear & Ankele PC	25818	(1,669.45)
			<u>(175,808.73)</u>

LEYDEN ROCK METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
DECEMBER 31, 2022

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

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

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

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

GENERAL FUND

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

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

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

SPECIAL REVENUE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Operations Fee	\$ 38,314	\$ 24,284	\$ (14,030)
Net investment Income	1,500	137	(1,363)
Other Income	24,450	21,738	(2,712)
Rental Income	11,000	19,237	8,237
TOTAL REVENUES	<u>75,264</u>	<u>65,396</u>	<u>(9,868)</u>
EXPENDITURES			
Miscellaneous	11,440	3,141	8,299
Postage, Printing, Copies	2,000	2,444	(444)
Administration Costs	4,000	4,069	(69)
Gas and Electric	23,000	23,690	(690)
Trash Removal	246,000	260,247	(14,247)
Water and Sewer	33,000	30,452	2,548
Facilities Management	316,115	345,842	(29,727)
Irrigation Repairs	32,000	60,935	(28,935)
Landscape Replacement	140,000	51,042	88,958
Lighting	6,800	6,306	494
Native Weed Control	70,000	-	70,000
Landscape Maintenance	199,000	308,467	(109,467)
Snow Removal	52,000	37,041	14,959
Contract Pool Maintenance	94,570	98,706	(4,136)
Pool Supplies	20,600	24,302	(3,702)
Pool Repairs and Maintenance	4,500	24,583	(20,083)
Clubhouse Maintenance	15,800	9,546	6,254
Clubhouse Social Activities	58,000	58,404	(404)
Clubhouse Housekeeping	28,000	27,670	330
Pest Control	10,000	9,000	1,000
Water and Soil Sampling	8,000	7,804	196
Mileage	1,100	1,271	(171)
Office Equipment	2,160	2,604	(444)
Web Hosting	1,200	1,483	(283)
District Clean-Up	53,000	35,447	17,553
Maintenance of District Assets	8,500	3,834	4,666
Telephone/Wi-Fi/Cable	4,350	4,058	292
Contingency	3,365	3,916	(551)
Clubhouse Keys and Locks	1,500	579	921
TOTAL EXPENDITURES	<u>1,450,000</u>	<u>1,446,883</u>	<u>3,117</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,374,736)	(1,381,487)	(6,751)
OTHER FINANCING SOURCES (USES)			
Transfers from Other Funds	1,372,000	1,421,531	49,531
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,372,000</u>	<u>1,421,531</u>	<u>49,531</u>
NET CHANGE IN FUND BALANCES	(2,736)	40,044	42,780
FUND BALANCES - BEGINNING	<u>17,944</u>	<u>65,084</u>	<u>47,140</u>
FUND BALANCES - ENDING	<u>\$ 15,208</u>	<u>\$ 105,128</u>	<u>\$ 89,920</u>

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

SUPPLEMENTARY INFORMATION

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

DEBT SERVICE FUND

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

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

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

CAPITAL PROJECTS FUND

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

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

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

\$45,840,000

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

Principal Payable December 1

3.00% - 5.00%

June 1 and December 1

Beginning December 1, 2021

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

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

LEYDEN ROCK METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2022
Updated as of February 13, 2023

	General Fund	Debt Service Fund	Fee Operations Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 12/31/22	\$ 17,269.35	\$ -	\$ -	\$ -	\$ 17,269.35
Subsequent activities:					
1/5/2023 Transfer from CSAFE	230,000.00	-	-	-	230,000.00
1/6/2023 Requisition No. 2	-	-	-	237,457.05	237,457.05
1/6/2023 Bill.com Payments	-	-	-	(145,451.83)	(145,451.83)
1/9/2023 Bill.com Payments	(43,757.93)	-	-	-	(43,757.93)
1/12/2023 Requisition No. 3	-	-	-	237,457.05	237,457.05
1/13/2023 Transfer to UMB Project Fund	-	-	-	(112,707.05)	(112,707.05)
1/18/2023 Bill.com payables	-	-	-	(124,750.00)	(124,750.00)
1/20/2022 Transfer from CSAFE	67,000.00	-	-	-	67,000.00
1/25/2023 Transfer from UMB Requisition No. 4	-	-	-	47,807.79	47,807.79
1/25/2023 Transfer to CCMC	(250,000.00)	-	-	-	(250,000.00)
Anticipated activities:					
Anticipated Bill.com Payments	(3,250.94)	-	-	(47,807.79)	(51,058.73)
Anticipated Balance	\$ 17,260.48	\$ -	\$ -	\$ 92,005.22	\$ 109,265.70
<u>CSAFE</u>					
Balance as of 12/31/22	\$ 295,445.29	\$ -	\$ -	\$ -	\$ 295,445.29
Subsequent activities:					
1/5/2023 Transfer to 1st Bank	(230,000.00)	-	-	-	(230,000.00)
1/10/2023 Property/SO tax	6,647.05	9,837.62	-	-	16,484.67
1/20/2023 Transfer to 1st Bank	(67,000.00)	-	-	-	(67,000.00)
1/31/2023 Interest Income	303.98	-	-	-	303.98
Anticipated Balance	\$ 5,396.32	\$ 9,837.62	\$ -	\$ -	\$ 15,233.94
<u>CCMC - Total Cash</u>					
Balance as of 12/31/22	\$ -	\$ -	\$ 140,647.35	\$ -	\$ 140,647.35
Subsequent activities:					
1/25/2023 Transfer from 1st Bank	-	-	250,000.00	-	250,000.00
Anticipated Balance	\$ -	\$ -	\$ 390,647.35	\$ -	\$ 390,647.35
<u>UMB - 2021 Bond Fund</u>					
Balance as of 12/31/22	\$ -	\$ 181,844.98	\$ -	\$ -	\$ 181,844.98
Subsequent activities:					
1/31/2022 Interest Income	-	529.61	-	-	529.61
Anticipated Balance	\$ -	\$ 182,374.59	\$ -	\$ -	\$ 182,374.59
<u>UMB - 2021 Project Fund</u>					
Balance as of 12/31/22	\$ -	\$ -	\$ -	\$ 7,747,603.51	\$ 7,747,603.51
Subsequent activities:					
1/4/2023 Requisition No. 1	-	-	-	(2,641,085.68)	(2,641,085.68)
1/6/2023 Requisition No. 2	-	-	-	(237,457.05)	(237,457.05)
1/12/2023 Requisition No. 3	-	-	-	(237,457.05)	(237,457.05)
1/13/2023 Transfer from First Bank	-	-	-	112,707.05	112,707.05
1/25/2023 Requisition No. 4	-	-	-	(47,807.79)	(47,807.79)
1/31/2023 Interest Income	-	-	-	25,046.63	25,046.63
Anticipated Balance	\$ -	\$ -	\$ -	\$ 4,721,549.62	\$ 4,721,549.62
Anticipated Balances	\$ 22,656.80	\$ 374,586.80	\$ 390,647.35	\$ 4,813,554.84	\$ 5,601,445.79

Yield information (as of 01/31/2023):

CSAFE - 4.46%

UMB invested in Goldman Sachs Govt Fund - 4.18%

LEYDEN ROCK METROPOLITAN DISTRICT
Property Taxes Reconciliation
2022

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 19,777.54	\$ -	\$ 23,656.51	\$ -	\$ (296.66)	\$ 43,137.39	0.53%	0.53%	\$ 75,633.62	1.58%	1.58%
February	1,690,971.13	-	20,972.79	-	(25,364.57)	1,686,579.35	45.35%	45.88%	402,898.43	10.87%	12.45%
March	97,484.40	(476.80)	22,337.11	21.67	(1,455.44)	117,910.94	2.60%	48.48%	1,292,180.21	36.28%	48.73%
April	164,987.02	-	19,217.07	35.57	(2,475.34)	181,764.32	4.43%	52.91%	212,946.97	5.47%	54.20%
May	227,246.71	-	21,000.08	156.81	(3,411.05)	244,992.55	6.09%	59.00%	305,688.22	8.17%	62.36%
June	1,508,277.26	-	17,859.75	107.89	(22,625.78)	1,503,619.12	40.45%	99.46%	1,282,679.37	36.70%	99.06%
July	11,750.44	-	21,001.84	271.58	(180.33)	32,843.53	0.32%	99.77%	60,724.23	0.41%	99.47%
August	4,263.20	-	27,451.67	170.52	(66.51)	31,818.88	0.11%	99.89%	30,941.70	0.15%	99.62%
September	-	-	21,903.96	-	-	21,903.96	0.00%	99.89%	31,798.01	0.17%	99.79%
October	1,118.24	(10.14)	22,949.96	53.97	(17.43)	24,094.60	0.03%	99.92%	23,717.37	0.00%	99.79%
November	2,626.33	-	21,116.38	183.84	(42.15)	23,884.40	0.07%	99.99%	29,364.86	0.15%	99.95%
December	-	-	16,484.67	-	-	16,484.67	0.00%	99.99%	16,925.31	0.00%	99.95%
	\$ 3,728,502.27	\$ (486.94)	\$ 255,951.79	\$ 1,001.85	\$ (55,935.26)	\$ 3,929,033.71	99.99%	99.99%	\$ 3,765,498.30	99.95%	99.95%

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

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

Specific Ownership Tax

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

Treasurer's Fees

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

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

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Healthy Hub Vending LLC

Title of Agreement/Contract: Vending Machine Placement Services

Agreement/Contract Date: February 14, 2023

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

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

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

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

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

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

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

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

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

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

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

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

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

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

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

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

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

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

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

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

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

Exhibit A
Scope of Services/Compensation Schedule

1. Location hereby agrees to provide space for _____ Healthy Hub Vending Machines (“machines”) free of conflict with similar or same equipment.
2. Machine(s) will be placed under a 60 day free trial. Whether or not you continue with the service there will never be any cost to your company at any time.
3. Location agrees to use all reasonable efforts to protect equipment while on provided space and to notify vendor of any theft, abuse, or any other damages.
4. In the event of a business closer or move, location will inform vendor at least seven (7) days prior to close of the location.
5. This agreement can be cancelled by either party by giving fourteen (14) days notice. Vendor may take possession and remove his/her equipment for and in his/her best interest.
6. Said machines are and shall remain the sole property of the vendor and therefore vendor agrees to maintain and service equipment as required, unless otherwise agreed to by both parties.
7. Vendor agrees to keep the machine adequately filled and properly maintained.
8. The products offered in the machine(s) will be determined by the vendor based on the most popular selling products in the area, the sales of new products placed in the machine(s), and feedback from the location.

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Healthy Hub Vending LLC

Title of Agreement/Contract: Vending Machine Placement Services

Agreement/Contract Date: February 14, 2023

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

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

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

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

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

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

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

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

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

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon fourteen (14) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

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

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

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

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

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

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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.

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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

1. Location hereby agrees to provide space for one (1) Healthy Hub Vending Machines (“machines”) free of conflict with similar or same equipment.
2. Machine(s) will be placed under a 60 day free trial. Whether or not you continue with the service there will never be any cost to your company at any time.
3. Location agrees to use all reasonable efforts to protect equipment while on provided space and to notify vendor of any theft, abuse, or any other damages.
4. In the event of a business closer or move, location will inform vendor at least seven (7) days prior to close of the location.
5. This agreement can be cancelled by either party by giving fourteen (14) days notice. Vendor may take possession and remove his/her equipment for and in his/her best interest.
6. Said machines are and shall remain the sole property of the vendor and therefore vendor agrees to maintain and service equipment as required, unless otherwise agreed to by both parties.
7. Vendor agrees to keep the machine adequately filled and properly maintained.
8. The products offered in the machine(s) will be determined by the vendor based on the most popular selling products in the area, the sales of new products placed in the machine(s), and feedback from the location.

INDEPENDENT CONTRACTOR AGREEMENT
(FENCE STAINING SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 20th day of December 2022, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and NEIGHBORLY FENCE STAINING, LLC, 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; or (iii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

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

11. **CONTRACTOR'S INSURANCE.**

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

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

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

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

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

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

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

non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

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

District: Leyden Rock Metropolitan District
c/o CCMC
17685 W. 83rd Dr.
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: Neighborly Fence Staining, LLC
19162 W. 84th Ave.
Arvada, CO 80007
Attention: David Luongo
Phone: (303) 503-6376

Email: davidluongo44@gmail.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 one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

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

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

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

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

f. At or around eleven (11) months, but no more than one (1) year, after the completion and acceptance of the Work, the Contractor and the District shall, at the request of the District, conduct a final inspection of the Work for the purpose of determining whether any Work is defective or otherwise not in conformance with this Agreement. The Contractor's fees and costs associated with the inspection shall be included in the compensation schedule set forth in **Exhibit B** and shall not be billed separately to the District. In the event the Contractor neglects to include the fees and costs associated with the inspection in the compensation schedule set forth in **Exhibit B**, the Contractor is deemed to have waived these fees and costs. After completion of the final inspection, the District will provide the Contractor with written notice of any Work requiring corrective action. In the event the Contractor does not correct or replace the defective Work within thirty (30) calendar days from the date of notice from the District, or within such other reasonable time as agreed to by the Parties, the District may correct or replace the defective Work and the Contractor shall reimburse the District for the related costs and fees.

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

Brett Vernon
Brett Vernon (Jan 25, 2023 16:44 MST)

Officer of the District

ATTEST:

Scott J Plummer
Scott J Plummer (Jan 26, 2023 07:30 MST)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Megan G. Murphy

General Counsel for the District

***District's Signature Page to Independent Contractor Agreement for Fence Staining Services
with Neighborly Fence Staining, LLC, dated December 20, 2022***

EXHIBIT A

SCOPE OF SERVICES

Contractor will provide the following services:

- Stain the District's fences in five phases over a five-year period from 2023 through 2027. Between May 1 and July 31 of each year, Contractor will stain one-fifth of the District's fences in each phase, as designated in the map attached hereto as **Exhibit A-1**.
- Stain the outside of the District's fences, excluding the side of the fences that face the residents' houses.
- Using Behr Transparent Cedar Naturaltone 501 to stain the fences, unless the District instructs otherwise.
- Purchase and provide all necessary equipment, supplies, and materials.

Prior to April 1 of each year, the District will inform residents of the fence staining work and inform residents that Contractor may need to access the residents' property adjacent to the work to place protective coverings over the residents' landscaping during the work.

Prior to May 1 of each year, the District will ensure a six foot (6') wide minimum clearing of weeds and grasses adjacent to the fences to be stained for that year's phase as designated in **Exhibit A-1**.

EXHIBIT A-1

MAP OF SERVICE PHASES

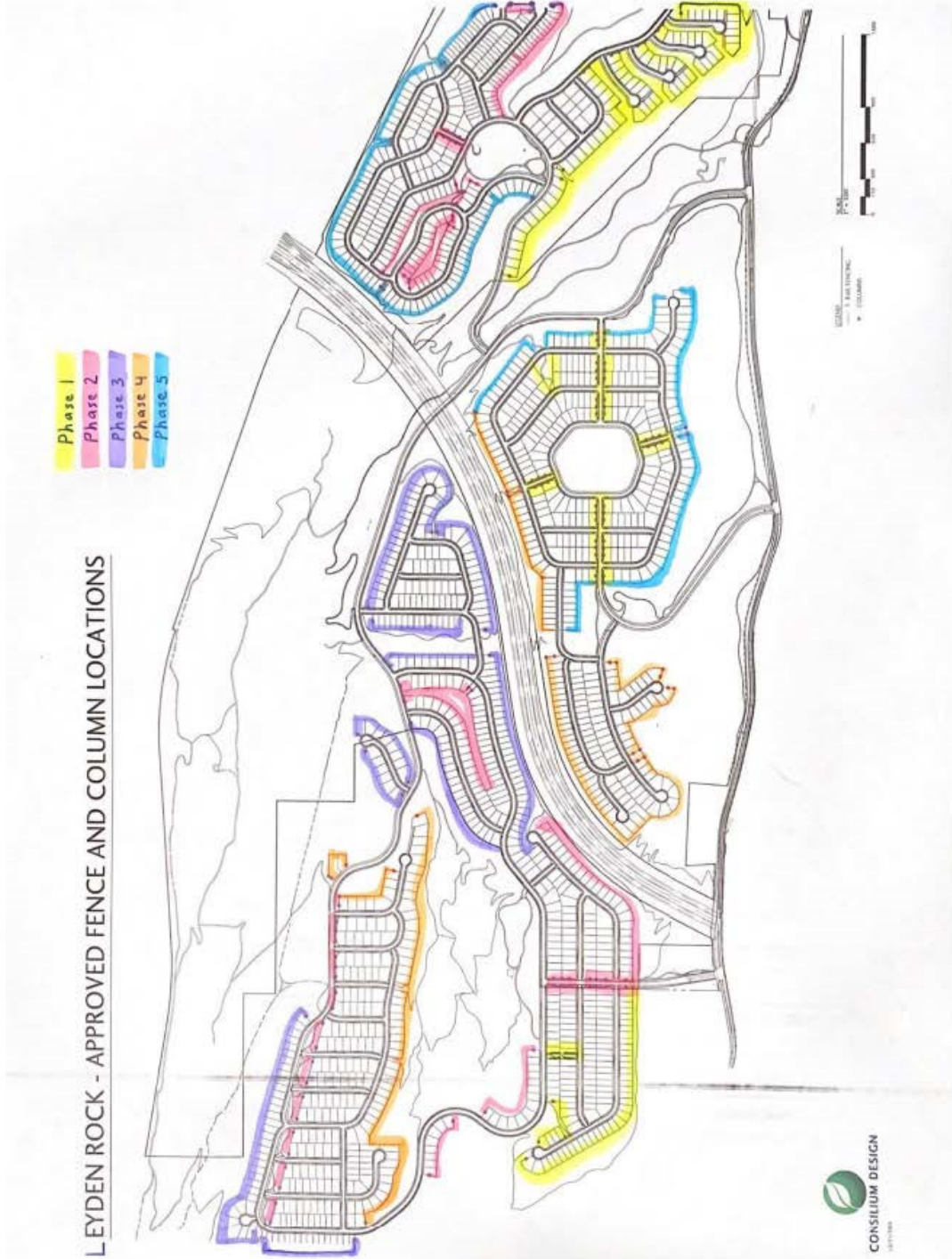


EXHIBIT B

COMPENSATION SCHEDULE

As compensation for the Services, the District shall pay the Contractor as follows:

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*
TOTAL		\$168,705

The rate of \$33,741 per year is fixed through 2027. In no event shall the District pay the Contractor more than \$33,741 per year for the Services unless approved in writing.

EXHIBIT B-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

Alyssa Rios

From: David Luongo <davidluongo44@gmail.com>
Sent: Tuesday, January 31, 2023 11:07 PM
To: Megan J. Murphy
Cc: Erin K. Stutz; Leyden Rock Metro District
Subject: Re: Leyden Rock HOA Contract
Attachments: Auto Dec Page.pdf; PLUP.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Megan, Erin, and Ben,

I would like to negotiate the contract for the fence staining, if you could please present my proposed adjustments to the Board in February. Particularly, I would like to reduce some of the insurance requirements, as I feel the requirements are excessive for staining fences. I would also like to ask for 25% compensation up front so I can purchase material. Please see the chart.

Current Contract	What I Propose
General Liability: <ul style="list-style-type: none">\$2,000,000 per occurrence\$2,000,000 aggregate\$1,000,000 umbrella	General Liability: Each Occurrence: \$1,000,000 General Aggregate: \$2,000,000 Products - Completed Operations Aggregate: \$2,000,000 Personal and Advertising Injury Limit: \$1,000,000 Damage to Premises Rented To You: \$100,000 Medical Expenses (any one person): \$5,000 No Umbrella
Auto Liability: <ul style="list-style-type: none">\$1,000,000	Auto Liability: <ul style="list-style-type: none">\$250,000 per person\$500,000 per accident\$1,000,000 umbrellaPlease see attached what I currently have as my personal auto insurance. I will add to this \$1,000,000 coverage for my LLC (non-owner).
Professional Liability <ul style="list-style-type: none">\$2,000,000 per occurrence	Waive the requirement of professional liability, as this seems irrelevant to staining fences.
Leyden Rock compensates me 100% upon completion of the job.	Leyden Rock compensates 25% up front, in order to cover the cost of all the materials, which I will buy, and then the remaining 75% upon completion of the job.

On Tue, Jan 17, 2023 at 12:39 PM David Luongo <davidluongo44@gmail.com> wrote:

OK I appreciate your response. I will think it over and get back to you.

On Tue, Jan 17, 2023 at 11:30 AM Megan J. Murphy <mmurphy@wbapc.com> wrote:

Hi David,

Thanks for reaching out with your questions. The insurance requirements in Exhibit C are the District's standard insurance requirements.

1. Workers Comp is unnecessary, since I don't have any employees right? **If you don't have employees this type of insurance is not necessary.**
2. Is it imperative I have an umbrella policy on top of the \$2M general liability? **This is the District's standard insurance coverage requirements.**
3. Do I need the Comprehensive Automobile Liability Insurance up to \$1M? The only thing I will be using my truck for is to deliver materials and tools to the work site. I plan on using a 4-wheeler to carry my supplies. **Yes, if you will be driving a vehicle to complete the services in the contract this insurance is required.**
4. It says if applicable, I need to secure a bond. Is that the case with this contract? **No, the District is not requiring a bond.**
5. Do I need professional liability insurance as stated in the last line of Exhibit C? My understanding is that it is for more white collar lines of business. **This is the District's standard insurance coverage requirement and is not limited to "white collar lines of business".**

If you are seeking to change the insurance requirements from what is listed in Exhibit C the Board of Directors would need to approve that at its next meeting in February 2023. Let me know.

Thanks,

Megan

MEGAN J. MURPHY

OF COUNSEL

WHITE BEAR ANKELE TANAKA & WALDRON

P: 303.858.1800 | F: 303.858.1801 | D: 720.866.8028

www.whitebearankele.com

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From: David Luongo <davidluongo44@gmail.com>

Sent: Monday, January 16, 2023 10:01 PM

To: Megan J. Murphy <mmurphy@wbapc.com>

Subject: Re: Leyden Rock HOA Contract

Hi Megan,

Originally, I had planned on buying General Liability with \$1M per occurrence and \$2M aggregate, thinking that would exceed the requirements of the HOA for this fence staining project. Based on Exhibit C in the proposed contract, it appears there are more stringent requirements, so I would like to clarify what exactly I need.

1. Workers Comp is unnecessary, since I don't have any employees right?
2. Is it imperative I have an umbrella policy on top of the \$2M general liability?
3. Do I need the Comprehensive Automobile Liability Insurance up to \$1M? The only thing I will be using my truck for is to deliver materials and tools to the work site. I plan on using a 4-wheeler to carry my supplies.
4. It says if applicable, I need to secure a bond. Is that the case with this contract?
5. Do I need professional liability insurance as stated in the last line of Exhibit C? My understanding is that it is for more white collar lines of business.

I appreciate you letting me know. I will comply with whatever you need, and I also don't want to purchase more than I need. It seems to me even \$1M would be plenty of insurance for something like staining fences; however, there might be some regulations we can't get around. Thank you for working with me.

On Tue, Jan 10, 2023 at 12:50 PM David Luongo <davidluongo44@gmail.com> wrote:

Never mind ~ I found that information at the end of the contract. Thank you!

On Tue, Jan 10, 2023 at 12:39 PM David Luongo <davidluongo44@gmail.com> wrote:

Megan,

For the certificate of insurance, what amount do you need per accident as well as for aggregate?

On Tue, Jan 10, 2023 at 11:40 AM Megan J. Murphy <mmurphy@wbapc.com> wrote:

Hi,

Thanks for reaching out. Attached for your review and comment is the proposed contract.

Please send me your notarized signature, form W-9, certificate of insurance naming Leyden Rock Metropolitan District as an additional insured, and certificate of good standing from the Colorado SOS. Once we have all these items we will send this for signature by the District.

Thanks,

Megan

MEGAN J. MURPHY

OF COUNSEL

WHITE BEAR ANKELE TANAKA & WALDRON

P: 303.858.1800 | F: 303.858.1801 | D: 720.866.8028

www.whitebearankele.com

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From: David Luongo <davidluongo44@gmail.com>

Sent: Tuesday, January 10, 2023 10:51 AM

To: Megan J. Murphy <mmurphy@wbapc.com>

Subject: Leyden Rock HOA Contract

Hi Megan,

I was recently approved to provide the Leyden Rock HOA fence staining service, which will begin this May. There is some equipment I need to purchase, so I would like to ask if you could please create the contract sooner than later. Then I can begin preparing for this job. I have an LLC called Neighborly Fence Staining, LLC. Please let me know if there is anything else you need. Thank you for helping.

David Luongo

