

LEYDEN ROCK METROPOLITAN DISTRICT
SPECIAL MEETING
Via Teleconference
Wednesday, November 20th, 2024 at 6:00 PM
<https://leydenrocklife.com/>

Brett Vernon, President	Term to May 2027
Scott J. Plummer, Secretary	Term to May 2027
Jeff Cunningham, Treasurer	Term to May 2025
Christian Ardita, Assistant Secretary	Term to May 2025
Jen Langhals, Assistant Secretary	Term to May 2025

Link:

<https://us06web.zoom.us/j/87069321837?pwd=4Mct7CeO9uhmj2CM2NeOF4vwINEa3y.1>

Meeting ID: 870 6932 1837

Passcode: 379467

+1-720-707-2699

NOTICE OF SPECIAL MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda:
 - a. Approval of Minutes from October 15th, 2024 Special Meeting (**enclosure**)
 - b. Approval of Minutes from November 7th, 2024 Special Meeting (**enclosure**)
 - c. Approval of Agreement with Lee Design Group for Design Review Services (**enclosure**)
 - d. Approval of Agreement with Bedrock LLC for Removal of Sunshades at the Clubhouse (**enclosure**)
 - e. Approval of Agreement with Peak One Pool for Pool Maintenance Services (**enclosure**)
 - f. Approval of First Amendment to the Agreement with Weed Wranglers Inc. for Noxious Weed and Prairie Dog Control Services (**enclosure**)
 - g. Approval of Second Amendment to the Agreement with Advance HOA for District Management Services (**enclosure**)
 - h. Approval of Third Amendment to the Agreement with Mile High Pools LLC for Pool Gate Monitor Services (**enclosure**)
 - i. Approval of Agreement with Pinnacle Consulting Group for District Accounting Services

2024 Regular Meetings

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

- (**enclosure**)
 - j. Approval of Agreement with Moon Hopper Inflatables LLC for Inflatable Rental Contract for November 16, 2024 (**enclosure**)
 - k. Approval of Agreement with Diann Smith d/b/a The Smithsonian for Live Musical Performance (**enclosure**)
 - l. Approval of Agreement with Amaezing Entertainment LLC for Photo Booth Services (**enclosure**)
 - m. Approval of Agreement with Broken Spoke LLC for Wagon Rides at Fall Fest (**enclosure**)
 - n. Approval of Agreement with Keesen Landscape for Landscape Maintenance Services (**enclosure**)
 - o. Approval of Agreement with Preservation Tree Care for Tree Maintenance Services (**enclosure**)
 - p. Approval of Agreement with Tashmo Ko., Co. d/b/a Serendipity Catering (**enclosure**)
 - q. Approval of Agreement with Republic Services/Allied Waste for 2025 (**enclosure**)
 - r. Approval of Agreement with Timberline Mechanical for Preventative Maintenance Labor (**enclosure**)
 - s. Approval of Agreement with Done & Dusted d/b/a Helping Hand for 2025 Cleaning Services (**enclosure**)
 - t. Consider Ratification of Requisition No. 19 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) refunding and Improvement Bonds, Series 2021 (**enclosure**)
 - u. Consider Ratification of Requisition No. 20 Related to the District's General Obligation (Limited Tax Convertible to Unlimited Tax) refunding and Improvement Bonds, Series 2021 (**enclosure**)
6. Legal Matters
- a. Consider Approval of a Resolution Establishing Guidelines for the Processing and Collection of Delinquent Fees and Covenant Enforcement Charges (**enclosure**)
 - b. Consider Approval of a Resolution Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents (**enclosure**)
7. Financial Matters
- a. Consider Approval of Payables/Financials (**enclosure**)
 - b. Other Financial Matters
8. District Management Matters
- a. District Manager's Report (**enclosure**)
 - b. Discussion and Consider Approval of Recommendation for Changing Pet Waste Station Vendor (**enclosure**)
 - i. Approval of Agreement with Pet Scoop for Pet Waste Services (**enclosure**)
 - c. Discussion and Consider Approval of the 2025 Sponsorship Program (**enclosure**)
 - d. Discussion and Consider Approval of Arvada Cert Training Class Request
 - e. Other Management Matters
9. Capital Projects Discussion
- a. Discussion Regarding Trail Improvements Schedule
 - b. Consider Approval of Proposal from Kimley Horn and Valerian for Trail Planning and

2024 Regular Meetings

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

City Approval (**enclosure**)

- c. Other Capital Project Matters
- 10. Director's Matters
 - a. Other Director's Matters
- 11. Other Business
- 12. Adjourn

2024 Regular Meetings

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

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MINUTES OF THE SPECIAL MEETING OF THE BOARD OF
DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, October 15th, 2024, at 6:00 P.M. via
teleconference and at 17685 W. 83rd Dr., Arvada, CO

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
Christian Ardita
Jen Langhals
Jeff Cunningham

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call, AdvanceHOA, District Management; Angie Sherman, Keesen Landscape; Chris Woodley, Mountain Media Production, Co., LLC; 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 regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Agenda

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

Public Comment

Mr. Newton, who resides at 17008 W. 86th Avenue, noted his opposition to Jellyfish lighting in the neighborhood. Mr. Newton believes they would not be beneficial to the neighborhood.

Mr. Ashman, who is with the Arvada Area Horseman’s Association, informed the Board about a potential train station on the northwest corner of Highway 72 & Indiana. Mr. Ashman noted an upcoming public hearing on the matter regarding the zoning site. The zoning site would require ultra high-density housing of at least 5 stories tall, required b HB1313.

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:

- a. Approval of Minutes from September 17th, 2024 Special Meeting
- b. Renewal of Property and Liability Schedule and Limits, Workers Compensation Coverage, and SDA Membership for 2025.

Legal Matters

Consider Adoption of 2025 Annual Administrative Resolution

Ms. Murphy presented the 2025 Annual Administrative Resolution to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

Consider Approval of Amended and Restated Public Records Request Policy

Ms. Murphy presented the Amended and Restated Public Records Request Policy to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the policy.

Discussion Regarding Document Inventory and Make a Final Determination for Remediation of District Documents

Ms. Murphy engaged in discussion with the Board and the Board determined to keep the current documents as posted on the District’s website.

Discussion and Consider Adoption of Resolution Calling May 6, 2025

Ms. Murphy presented the Resolution Calling May 6, 2025 Election to the Board. The Board engaged in discussion regarding SB233, HB1001, and a TABOR election. Following discussion, the Board

Election	determined to defer this item to the November meeting.
Discussion regarding Crime Coverage increasing to \$100,000	Ms. Murphy engaged in discussion with the Board regarding an increase in crime coverage to \$100,000. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the increase.
Other Legal Matters	None.

Financial Matters

Consider Approval of Payables/Financials Director Cunningham presented the Schedule of Cash Position and Claims in the amount of \$52,098.80. Following discussion, upon a motion duly made and seconded the Board unanimously approved the schedule of cash position and claims.

Discussion and Consider Approval of Proposals for Accounting Services Director Cunningham presented proposals from Pinnacle and AdvanceHOA to the Board for accounting services. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal from Pinnacle subject to final review by Directors Vernon and Cunningham.

Discussion and Consider Approval of Fourth Amended and Restated Resolution Concerning the Imposition of an Operations Fee Ms. Murphy presented the Fourth Amended and Restated Resolution Concerning the Imposition of an Operations Fee to the Board. Following discussion, the Board deferred this resolution.

Conduct Public Hearing on 2024 Budget Amendment and Consider Adoption of Resolution Amending 2024 Budget The public hearing on the 2024 Budget Amendment was opened. Ms. Murphy noted that the notice of public hearing was provided in accordance with Colorado Law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

The Board reviewed the Resolution Amending the 2024 Budget. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution amending the General Fund to \$2,100,000.

Discussion Regarding Reserve Levels for All Budgets and Funds The Board engaged in discussion regarding an operations and maintenance reserve fund of two months worth of operating expenses. The Board requested the 2025 budget show: \$280,000 in Operational Reserves, \$80,000 in Replacement Reserves, and \$360,000 left in Ending Fund Balance. The Board requested to move the reserve funding from the Special Revenue Fund to the General Fund in the amount of \$68,100.

Conduct Public Hearing on 2025 Budget and Consider Adoption of Resolution Adopting 2025 Budget and Appropriating Funds

The public hearing was opened on the proposed 2025 Budget. Ms. Murphy noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. Director Plummer noted that this is rotten and there is a lack of transparency regarding the budget hearing because it was not included in the Hogback Hearld.

The Board reviewed the 2025 Budget Resolution. Following discussion, upon a motion duly made and seconded, the Board adopted the resolution adopting the 2025 Budget, appropriating funds therefor as shown in the 2025 Budget, subject to receipt of final assessed valuation. Director Plummer voted against the adoption of the resolution.

Other Financial Matters

None.

District Management Matters

District Manager's Report

Ms. Call presented the report to the Board.

Consider Approval of Renewal of Independent Contractor Agreement with Advantage Pest Management

Ms. Call presented the Renewal of Independent Contractor Agreement with Advantage Pest Management to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the renewal.

Discussion and Consider Approval on Landscape Proposed Filing 1 Trail Repair

Ms. Call presented the Landscape Proposed Filing 1 Trail Repair to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved.

Discussion and Consider Approval on Landscape Proposal Clubhouse Rose Maintenance

Ms. Call presented the Landscape Proposal Clubhouse Rose Maintenance to the Board. Following discussion, upon a motion duly made and seconded, the Board approved the proposal. Director Cunningham voted against approval of the proposal.

Discussion and Consider Approval for Architectural Open Space Gate Request

Ms. Call presented the Architectural Open Space Gate Request to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the request.

Discussion and Consider Approval for Guideline

Ms. Call presented the Guideline Update Lighting/Jellyfish Lights to the Board. Following discussion, the Board requested Ms. Call to

Update Lighting/Jellyfish Lights	work with Ms. Smith.
Discussion and Consider Approval for Guideline Update Railings	Ms. Call presented the Guideline Update Railings to the Board. Following discussion, upon a motion duly made and seconded, the Board approved the update and for Ms. Call to work with Ms. Smith. Director Plummer voted against the approving of the guideline update.
Discussion for 2025 Board Meeting Dates	Ms. Call engaged in discussion with the Board regarding 2025 meeting dates. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the same schedule as 2024.
Other Management Matters	None.

Capital Projects Discussion

Consider Approval of Change Order with CCE	Ms. Call presented the Change Order with CCE to the Board. Ms. Call noted permit and licenses fees that were not included. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the change order in the amount of \$2,126.93.
Other Capital Project Matters	<p>Director Vernon provided an update to the Board regarding The Architerra Group. Director Vernon noted plans to be submitted to the City of Arvada.</p> <p>Director Lenghals requested an update from Ms. Cooley regarding the overall project, deliverables, and dates.</p>

Director’s Matters

Discussion Regarding Mountain Bike Trail Presentation to City Council	Director Vernon noted communication from Mr. Brown regarding construction in Barbara Gulch including trails and the cell phone tower. Mr. Brown provided his presentation to the Arvada City Council on October 14 th and is asking the District to join him in a joint request to construct trails within the District.
Discussion Regarding Board Liaisons	Director Vernon requested set rules regarding how the liaisons work with the District Manager and noted that Ms. Call needs to determine her capacity for District tasks.

Wi-Fi in the Clubhouse Director Vernon noted issues with the Wi-Fi in the clubhouse and noted it is being worked on.

Other Director's Matters None.

Other Business None.

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

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

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 19th day of November, 2024.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Thursday, November 7th, 2024 at 6:00 p.m., via teleconference.

Attendance

The special meeting referenced above was called and held in accordance with the applicable statutes of the State of Colorado. The following directors, having confirmed their qualification to serve, were in attendance:

Brett Vernon
Scott J. Plummer **arrived where indicated*
Jeff Cunningham
Christian Ardita
Jen Langhals

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron; Katie Call, AdvanceHOA, District Management; 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 regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted.

Agenda

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

Public Comment

Mr. Hill inquired about the Zoom link and meeting enclosures on the District’s website. Ms. Call confirmed the Zoom link and meeting enclosures were posted to the Home Page of the District website.

Legal Matters

Discussion regarding Letter from JMT Acquisition, LLC for Land Purchase Offer Ms. Murphy presented the letter from JMT Acquisition, LLC for Land Purchase Offer to the Board. Following discussion, the Board determined not to pursue this matter.

Other Legal Matters None.

**Director Plummer arrived*

District Management Matters None.

Other Management Matters None.

Capital Projects Discussion

Discussion Regarding Trail Improvements Schedule Director Vernon presented the Trail Improvements Schedule from Architerra to the Board, noting that bids are scheduled to go out in June 2025. However, bids from Kimley-Korn and Valerian were already received. Director Vernon presented the estimated timelines from these bids, which were much faster than the timeline proposed by Architerra. Following discussion, the Board determined to review updated bids at the Board meeting on November 20th.

Other Capital Project Matters Ms. Cooley provided an update to the Boards regarding the park plans with the City. Ms. Cooley noted progress with the City of Arvada and is optimistic about the City expediting the review. Once the City of Arvada reviews, the park project will be ready to go out for bid. Ms. Cooley noted it will take time to review the string of pearls packet from Xcel Energy.

Director Vernon noted Ms. Cooley will provide a proposal for Project Management Services.

Director’s Matters None.

Other Director’s Matters Director Vernon noted electricity has been installed at the entrances and holiday lights will be installed in late November.

Director Vernon requested easements from the Jefferson County Parkway Board for the cell phone tower trail projects.

The Board engaged in discussion regarding the next Board meeting. The Board requested to move the meeting to November 20th at 6:00 p.m.

Other Business

Executive Session

Upon motion of Director Vernon, seconded by Director Plummer, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 6:56 P.M. to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiations as it pertains to a resident request that the Board write to the City Council in support of a request to halt construction in Barbara Gulch.

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

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

The Boards reconvened in regular session at 7:45 P.M.

Adjourn

There being no further business to come before the Boards, and following discussion and upon motion duly made, seconded, and unanimously carried, the Boards 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 on the 20th day of November, 2024.

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing Leyden Rock Metropolitan District, I attended the executive session meeting Leyden Rock Metropolitan District convened at 6:50 p.m. on June 4th, 2024 for the sole purpose of discussing the purpose of receiving legal advice pursuant to §24-6-402(4)(b), C.R.S. as it relates to vandalism at the Leyden Rock Clubhouse. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Megan J. Murphy, Esq.

INDEPENDENT CONTRACTOR AGREEMENT
DESIGN REVIEW SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including all exhibits attached hereto (the “**Agreement**”), is entered into as of the 26th day of September, 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and LEE DESIGN GROUP, LLC a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein 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

I. SCOPE OF SERVICES

A. Services. The Contractor shall provide all labor and materials necessary to fulfill the duties and responsibilities (the “**Services**”) as described in **Exhibit A** (the “**Scope of Services**”) and in Article III of this Agreement. In the case of conflict, terms in this Agreement superseded those in Exhibit A. The Contractor can only obligate the District as explicitly provided in this Agreement or as authorized by the District’s Board of Directors (the “**Board**”).

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including claims based on the theory of unjust

enrichment, quantum meruit, or implied contract. Except as expressly provided herein or as otherwise provided in writing by the District, no agent, employee, or representative of the District is authorized to modify any term of this Agreement.

C. Additional Services. The District may request that the Contractor provide additional services not set forth in the Scope of Services. The terms and conditions of such services shall be subject to agreement of the Contractor and the District pursuant to a written service or work order 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.

D. 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. The Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor shall maintain public safety while also taking all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim. The Contractor shall provide 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 or under the care, custody, or control of the Contractor or any of its subcontractors.

II. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of January 1, 2025, and continue until December 31, 2025 or until terminated as provided herein this Article II.

B. Termination by Completion of Services. This Agreement shall automatically terminate should all Services contracted for be completed.

C. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon delivery of thirty (30) days' prior written notice to the non-terminating party, provided that the terminating party has not failed to materially perform in accordance with the terms, covenants, and conditions of this Agreement and is not otherwise in default of any of the terms of this Agreement.

D. Termination for Cause. If a Party defaults of this Agreement, the non-defaulting Party will notify the defaulting Party. The defaulting Party has ten (10) days from receiving the notice to cure the default. If the default cannot be cured within ten (10) days but the defaulting Party is actively pursuing a cure, a reasonable extension may be granted at the sole discretion of the non-defaulting Party. The nature of the default will be considered in determining whether and extension is granted.

1. If a default is not cured as outlined in Article II.D., the non-defaulting party can terminate this Agreement for cause and enforce the defaulting party's obligations through legal means. The non-defaulting party can terminate at any time after the failure to cure, by providing written notice to the defaulting party. This notice must include the cause for termination and the defaulting Party's failure to cure.

2. If a Party becomes bankrupt, assigns assets for creditor benefit, or materially breaches this Agreement, the other Party is excused from further performance and the Agreement is automatically terminated for cause. A Party is considered bankrupt from the bankruptcy petition filing date, regardless of the bankruptcy chapter.

E. Upon Termination. If this Agreement is terminated, the Contractor will be paid for all Services satisfactorily performed prior to the termination date. The Contractor will assist the District in transitioning all work and work product, with no additional charges for this transition.

F. Automatic Renewal. This Agreement renews automatically each January 1 for an additional year unless (i) all Services have been completed and it terminates automatically; (ii) it is terminated for cause or convenience under Article II; or (iii) the District decides not to fund this Agreement for the next year.

III. PROFESSIONAL STANDARDS AND RESPONSIBILITY

A. Preliminary Examination. The Contractor has assessed: (i) the nature and location of the Services; (ii) the ground configuration for performing the Services; (iii) the necessary labor, materials, equipment, and facilities; (iv) the general and local conditions related to the Services; and (v) all other factors affecting the Services. The Contractor enters this Agreement based solely on these assessments, not of any representations not in this Agreement made by the District or its agents.

B. Performance. The Contractor must provide Services under this Agreement with the same level of care and skill typically exercised by professionals in the same field under similar circumstances. The Contractor will perform the Services within the specified time and will minimize disruption to the District. The Contractor has or will acquire the necessary skill and experience to perform the Services to professional standards. If the Contractor's performance does not meet these standards, the Contractor will re-perform the Services at the District's request, without additional compensation.

C. Timeliness. The Contractor will use reasonable efforts to complete the Services promptly. If delays occur due to uncontrollable factors or expected changes in the scope or type of services, the contractor will notify the District promptly and negotiate an adjustment of time and/or compensation. 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 Acts 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.

D. Compliance. The Contractor will comply with all Laws while providing Services. "Laws" include federal, state, county, and local laws, regulations, and ordinances; licensing, bonding, and permit requirements; hazardous waste storage, use, and disposal laws; safety and health regulations, including the Occupational Safety and Health Act of 1970; Wage and Hour laws, Worker Compensation laws, immigration laws; and Colorado Department of Public Health and Environment rules and regulations.

E. Monthly Status Report. At the District's request, the Contractor will provide a narrative status report by the 25th of each month. This report will outline work progress, results, Services performed, and anticipated Services ("**Monthly Report**"). The District may waive or extend the report deadline if it's in its interest.

F. Performance Obligations. The Contractor's responsibilities and obligations under this Agreement are not affected by the presence of any District agent, consultant, subconsultant, or employee. District review, acceptance, or approval of the Services or documents does not relieve the Contractor of responsibility for deficiencies, omissions, or errors, nor does it waive any rights under this Agreement.

G. Subcontractors. 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 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 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 in Article VII. Prior to commencing any Services, the Contractor shall provide evidence to the District of the subcontractor's insurance coverage, which must meet or exceed the requirements of this Agreement. The Contractor 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.

IV. COMPENSATION

A. General. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A** (the "**Compensation Schedule**"). 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:

1. An itemized statement of the Services performed.

2. 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 or 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.

C. Timing for Payment. The District will pay for the Services within thirty (30) days of receipt of a satisfactory invoice and, if applicable, a detailed Monthly Report. If a Board meeting cannot be scheduled in time to review an invoice, the Board authorizes payment as long as it does not exceed the budgeted amount.

D. Reimbursable Expenses. 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 the Compensation Schedule, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any request for reimbursement must be accompanied by receipts or other acceptable proof of expenditure. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost.

V. INDEPENDENT CONTRACTOR

A. General. The Contractor is an independent contractor and shall make no representation that it is a District employee for any purpose. Notwithstanding any other provision of this Agreement, all employees or agents of the Contractor shall be, and remain at all times, employees or agents of the Contractor for all purposes. The Contractor shall have full authority to select the means and method of performing its duties under this Agreement, without detailed control or direction from the District. The Contractor shall be responsible for supervising its own employees, subconsultants, subcontractors, agents, and representatives.

B. Insurance Coverage and Employment Benefits. The District is not obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind for the Contractor or its employees, subconsultants, subcontractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income, tax contributions, insurance contributions (e.g., Federal Insurance Contributions Act ("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, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or subcontractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor acknowledges that the Contractor and its employees, subconsultants, subcontractors, agents, and representatives are not entitled to workers' compensation benefits, and are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District. The Contractor**

further acknowledges that it is obligated to pay federal and state income taxes on any moneys earned or paid pursuant to this Agreement.

C. 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.

D. Confidentiality. The Contractor must keep all information confidential that the District deems confidential or that could harm the District if disclosed. However, this does not include information that is public, provided by a third party not bound by confidentiality to the District, or independently developed by the Contractor without using the District's confidential information. If the District notifies the Contractor that certain information is confidential, the Contractor must agree to a confidentiality agreement. The Contractor must ensure that its employees, agents, or subcontractors with access to the District's confidential information understand and agree to these obligations.

E. 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 security procedures and practices that are in compliance with industry standards and best practices, and are appropriate to the nature of the Personal Identifying Information disclosed to the Contractor 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.

F. Conflicts. The Contractor must inform the District of any conflicts of interest or situations that could impact its ability to provide unbiased and effective services to the District.

G. Ownership of Documents. All documents produced by the Contractor for this Agreement remain the property of the District. The Contractor must provide the District with these documents at the District's request and keep copies on file for two years after termination of this Agreement.

H. Liens and Encumbrances. The Contractor has no right or interest in any District assets, or any claim or lien with respect to them, arising out of this Agreement or the performance of the Services. The Contractor waives and releases any lien claims, and will provide indemnification against all such liens for labor performed and/or materials supplied or used in connection with the Services.

I. Assignment. The Contractor cannot assign this Agreement or its duties, without the written consent of the District. Any attempt to do so will be null and void.

VI. INSURANCE

A. General. The Contractor must maintain insurance coverage as set forth in **Exhibit C** during the entire term of this Agreement. The Contractor must notify the District within ten (10) days if its insurance coverage is cancelled or materially changed. The District has the right to confirm all coverage, information, or representations at any time.

B. Insurance Certificates. Before starting any work under this Agreement, the Contractor must provide the District with a certificate evidencing the required insurance policies. The Contractor must also ensure that its subcontractors maintain the required insurance coverage for the duration of their work on the project. If the required coverage expires, the Contractor must provide replacement certificate(s) to the District.

C. Failure to Acquire or Maintain Insurance. The Contractor's failure to acquire or maintain the required insurance does not release it from any obligations in this Agreement. The Contractor is responsible for the payment of any deductibles on issued policies.

VII. INDEMNIFICATION

A. District Indemnitees. 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**,” and individually, a “**District Indemnitee**”), from all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the “**Claims**”), including reasonable legal expenses and attorneys’ fees, by the District Indemnitees arising from the Contractor or any of its subcontractors, officers, agents, or employees' errors, negligence, misconduct, or any criminal or tortious act in connection with this Agreement and/or the Contractor’s performance. The Contractor is not obligated to indemnify the District Indemnitees for the District's negligence. This indemnification obligation will not be limited by any limitation on the amount or types of damages, compensation, or benefits payable by the Contractor under workers’ compensation acts, disability acts, or other employee benefit acts, and may include special, consequential, or punitive damages.

B. Relevant Claims. In the event the Contractor fails to assume the defense of any Claims under this Article VII 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 shall pay all reasonable expenses of such counsel.

C. Relevant Insurance Coverage. 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 this Article VII. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

VIII. 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.

IX. MISCELLANEOUS

A. Notices. Any notice or communication required under this Agreement must be in writing, and shall be given personally, sent via nationally recognized overnight carrier service, or sent by registered or certified mail, return receipt requested. If sent by registered or certified mail, notice 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, 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 Article IX, designate additional persons to whom notice 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 notice or communications will be given to the parties at their addresses set forth below:

District: LEYDEN ROCK METROPOLITAN
DISTRICT
c/o Advance HOA Management, Inc.
PO Box 370390
Denver, CO 80237
Attention: Katie Call
Phone: (303) 482-2213 x360
Email: katie.call@advancehoa.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

Attention: Megan Murphy
Phone: (303) 858-1800
E-mail: mmurphy@wbapc.com

Contractor: LEE DESIGN GROUP LLC
1905 Country Club Rd.
Fort Collins, CO 80524
Attention: Rachel Lee
Phone: 970-407-8641
Email: Rachel@leedesigngrp.com

B. Audits. The District may audit the Contractor's necessary books and records to substantiate invoices and payments under this Agreement, with reasonable notice. The Contractor must maintain these records during the Agreement's term and for 3 years after its termination, and make them accessible to the District upon request.

C. Entire Agreement. This Agreement, which supersedes all prior negotiations and agreements related to the Services, represents the complete understanding between the Parties. Any modifications must be in writing and signed by both Parties.

D. Binding Agreement. This Agreement is binding on the Parties' heirs, executors, administrators, successors, and assigns.

E. No Waiver. A waiver of any provision in this Agreement doesn't imply a waiver of any other provision, nor does it constitute a continuous waiver unless expressly stated. Waiving a default doesn't mean waiving any futures default.

F. Good Faith of Parties. During the Agreement's performance or when considering any requests, the Parties agree to act in good faith and not unreasonably delay or withhold any required or requested approval, acceptance, consent, or time extension.

G. Subject to Annual Appropriation and Budget. The District doesn't intend to create a multi-year financial obligation. The Contractor understands the District's obligations extend only to funds appropriated for this Agreement and won't constitute a mandatory charge in any subsequent fiscal year. This Agreement doesn't delegate governmental powers or create a lien on District funds. The District's obligations are subject to annual budgeting and appropriations.

H. Governmental Immunity. This Agreement doesn't waive, limit, or modify any governmental immunity available to the District, its officials, employees, contractors, agents, or any person acting on its behalf particularly under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

I. Negotiated Provisions. This Agreement won't be interpreted more strictly against one Party, acknowledging that both Parties contributed to its preparation.

J. Severability. If any part of this Agreement is declared invalid, it won't affect the rest of the Agreement. A similar and enforceable provision will replace any invalid provision.

K. No Third-Party Beneficiaries. Enforcement of this Agreement and all related rights are reserved to the Parties. No third party can claim any rights under this Agreement. Any non-party receiving benefits under this Agreement is an incidental beneficiary.

L. Open Records. All material under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

M. Certificate of Good Standing. The Contractor represents it is in good standing with the Colorado Secretary of State, a Certificate of Good Standing is, attached as **Exhibit D**.

N. Warranty. The Contractor hereby guarantees that all workmanship, materials, and equipment provided for the Services will be of good quality and new, unless specified otherwise in this Agreement. The Contractor also warrants that its work will comply with all requirements of this Agreement and all applicable laws, ordinances, codes, rules, and regulations. The District's satisfaction and acceptance of the Services are required, but payment for completed Services does not constitute final acceptance or discharge the Contractor's obligation to correct future defects. These warranties complement, not replace, any other warranties under Colorado law.

O. 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 the Contractor with a copy of its certificate of tax exemption. The 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 its subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

P. Headings for Convenience Only. The provision headings, captions, and titles in this Agreement are for convenience and reference only and are not intended to define, limit, or describe any provisions scope or intent.

Q. Counterpart Execution. This Agreement can be executed in several counterparts, all together constituting one instrument. Executed copies delivered by facsimile or PDF email are deemed original, binding upon the signatories, and hold the same force and effect as the original, including for court proceedings.

[Signature pages follow].

Each Party, by the signature of its representative below, confirms that it has authorized said representative to execute this Agreement.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Design Review
Services with Lee Design Group, LLC, dated September 26, 2024*

STATE OF COLORADO)
)
COUNTY OF _____) ss.
)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by _____, as the _____ of LEYDEN ROCK
METROPOLITAN DISTRICT.

Witness my hand and official seal.

My commission expires: _____

Notary Public

CONTRACTOR:

LEE DESIGN GROUP, LLC, a Colorado limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by _____, as the _____ of LEE DESIGN GROUP, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

SCOPE OF SERVICES & COMPENSATION SCHEDULE

I currently understand the project to consist of reviewing Design Review Applications for residential improvement submittals in the Leyden Rock Community consisting primarily of paint submittals or atypical applications. (If full review services for all submittals is desired a new contract will be generated). Services will include a review of the submitted documents for conformance with the provided **Residential Improvement Guidelines and Site Restrictions for Leyden Rock Metropolitan District, revised August 11, 2022**. A written comment report will be prepared for each submittal stating if the Design Review Application is approved, approved with conditions, denied, or if additional information is needed. Design response reports will be sent via email to the Leyden Rock Community Manager and/or posted online.

BILLING INFORMATION:

Homeowners and/or the builder shall submit payment to the management company of \$55.00 per submittal. Due to the additional work necessary to review custom painting requests, a payment of \$75 per submittal is requested for custom exterior painting submissions. These fees will cover the initial plan review and if necessary one subsequent revision review. Lee Design Group shall provide a monthly invoice, to the management company, listing all of the plans received and reviewed per month.

Consulting services such as: board meetings are not included in the fee and will be billed at an hourly rate of \$95/hour including any travel time.

SERVICES OUTSIDE OF THE SCOPE:

1. Lee Design Group does not have direct contact with homeowners regarding their submittals, approvals, or denials.
2. Lee Design Group does not provide any engineering services such as grading and drainage design or reviews.
3. No AutoCAD drafting, landscape design, or site inspections have been included.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

Note: All required insurance must comply with Article VI of this Agreement.

1. Standard workers' 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 \$2,000,000 per occurrence for bodily injury and property damage; \$2,000,000 aggregate for designated locations; and \$1,000,000 umbrella. This insurance shall cover contractual liability, personal injury, broad form property damage, and all major divisions of coverage including:
 1. premises operations;
 2. personal injury liability without employment exclusion;
 3. limited contractual;
 4. broad form property damages, including completed operations;
 5. medical payments;
 6. products and completed operations;
 7. independent consultants coverage; and
 8. coverage includes construction consulting, including liability from construction defects, design negligence, and safety regulation breaches.

This policy must cover indemnification obligations in this Agreement related to bodily injury or property damage.

3. Comprehensive auto liability insurance covering all vehicles used in the Services, with limits of not less than \$1,000,000 for bodily injury, property damage, and third-party liabilities. **This policy must cover indemnification obligations in this Agreement related to bodily injury or property damage.**
4. If the Contractor's services involve handling of the District's money or property, or if the Contractor's services involve access to sensitive information of the District which, if misused, could result in financial loss to the District, 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 including, but not limited to, workers' compensation insurance, professional liability insurance, and cyber liability insurance, as commonly required for the type of services.

6. Professional liability insurance of \$2,000,000.00 each occurrence, covering claims made by District due to the Contractor's negligence or failure to perform its professional duties.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

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

CERTIFICATE OF FACT OF GOOD STANDING

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

LEE DESIGN GROUP LLC

is a

Limited Liability Company

formed or registered on 04/09/2004 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20041132734 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/24/2024 that have been posted, and by documents delivered to this office electronically through 09/26/2024 @ 15:24:13 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/26/2024 @ 15:24:13 in accordance with applicable law. This certificate is assigned Confirmation Number 16423712 .



Jena Griswold

Secretary of State of the State of Colorado

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

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Bedrock LLC

Title of Agreement/Contract: Removal and of shade structures at the Clubhouse

Agreement/Contract Date: September 26, 2024

This Contract (this “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 as of 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 this 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. The District shall provide compensation for the Services provided under this Agreement 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 such expenses being incurred. 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 shall 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. Notwithstanding the foregoing, repairs/claims does not include weather worn property damage. Weather worn property damage will be reported by the Contractor to the District but the Contractor will not compensate the District for this type of damage.

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 guarantees and warrants 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 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.

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 designated location, general aggregate; and \$1,000,000 umbrella; (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. To the extent allowed by law, 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 workers' 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. Either party may terminate this Agreement for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the District shall compensate the Contractor for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. The District shall make this payment 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 are 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 the 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



Bedrock LLC
1501 Backhoe Rd
Loveland CO 80537
Dispatch 970-776-8150
www.groundsolutionsco.com

Bid Proposal: 45517

Contractor: Advance HOA Management
Contact: Katie Call
Email: katie.call@advancehoa.com
Date: 8/13/2024
Phone: 720-346-5411
Job: Leyden Rock Shade Seasonal Removal
2025

Description	Unit x amount	Price
Shade Structure: Removal of 12' x 43' Dugout Cantilever Fabric Roof and store onsite until the following season.	1 ea. x \$475.00	\$ 475.00
Shade Structure: Removal of 10' x 10' Cantilever Fabric Roof and store onsite until the following season.	2 ea. x \$250.00	\$ 500.00
Shade Structure: Removal of 12' x 43' Jointed T-Post Fabric Roof and store onsite until the following season.	1 ea. x \$475.00	\$ 475.00
Shade Structure: Removal of 12' x 22' T-Post Hip Fabric Roof and store onsite until the following season.	1 ea. x \$475.00	\$ 475.00
Material Sales Tax at: Exempt		
Total		\$ 1,925.00

Katie Call
To accept this proposal and the disclosure page, please sign below and fax or email a copy back to Ground Solutions

INDEPENDENT CONTRACTOR AGREEMENT
POOL MAINTENANCE

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 26th day of September, 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and PEAK ONE POOL & SPA, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2025 and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) December 31, 2025.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

District's request, re-perform the Services not meeting this standard without additional compensation.

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

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

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

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

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

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit 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 in **Exhibit A** 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**.

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

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

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

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

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

furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

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

The Contractor hereby states that it does not knowingly employ or contract with a worker without authorization and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in §8-17.5-101, C.R.S.) in order to verify that it does not employ any a workers without authorization. The Contractor affirmatively makes the follow declarations:

a. The Contractor shall not knowingly employ or contract with a worker without authorization who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.

b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the services contemplated in this Agreement.

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

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

e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with a worker without authorization, the Contractor shall be required to:

i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization.

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or

contracting with the worker without authorization; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.

g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. CONTRACTOR'S INSURANCE.

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

District: Leyden Rock Metropolitan District
c/o Advance HOA Management
17865 W. 83rd Drive
Arvada, CO 80007
Attention: Katie Call
Phone: (303) 423-0270
Email: katie.call@advancehoa.com

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

Contractor: PEAK ONE POOL & SPA, LLC
1840 Commerce Street
Boulder, CO 80301
Attention: [_____]
Phone: (970) 418-0767
Email: [_____]

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. 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 all other applicable laws, ordinances, codes, rules and regulations of any governmental authorities having jurisdiction over the Work. All Services 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.

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

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

[Signature pages follow].

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Pool Maintenance
Services with Peak One Pool & Spa, LLC, dated September 26, 2024*

CONTRACTOR:

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

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as the _____ of Peak One Pool & Spa, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Pool Maintenance Services with Leyden Rock Metropolitan District, dated September 26, 2024

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Maintenance visit pricing and frequency:

Pool service per visit @ 5 days a week – per visit	\$110.00
Weekend visits if necessary - per visit	\$120.00
Pool opening 2025 (including drain & pressure wash)	\$900.00
Pool closing 2025	\$500.00

Service shall include the following:

Testing water for proper balance using Taylor Test Kit and Langelier Saturation Index

- Addition of required chemicals to maintain proper water balance to health code standards
- Check water temperature and adjust if necessary
- Record water chemistry and maintain log

Remove visible dirt and debris from water and equipment

- Skim water surface to remove floating debris
- Scrub and clean waterline tile as needed
- Clean skimmer basket(s) and pump basket(s) each visit
- Daily backwashing
- Daily vacuum and brush
- Not to exceed the amount of \$7,000 for chemicals unless approved by the property

Add water as required to maintain proper levels

Inspect deck area and remove excessive debris

Inspect equipment for proper operation including pump(s), heater(s), filter(s), chemical feeder(s), plumbing and safety equipment

Additional costs:

Chemicals, supplies, and repairs are extra costs and will be billed at our current rates.

- Chemicals and supplies will be delivered as needed. Every body of water is different and the amount of chemicals needed for proper maintenance varies greatly between bodies of water. Chemical rates can change throughout the season. We are continuously monitoring our pricing to supply you with the best product at the best price available. Acceptance of this contract approves any necessary minor repairs (under \$500.00) to be completed as needed. All major repairs (over \$500.00) will be presented in the form of an estimate for approval before any work is started.
- All repairs to be performed exclusively by Peak One Pool & Spa for the duration of this agreement
- Our current labor rate for repairs is \$95.00 per hour.
- Additional charges for excessive debris due to events, misuse, or weather. If at any time, during a regular service visit, cleaning requires Peak One Pool & Spa to be onsite for more than 45 minutes additional time will be charged at our current labor rate of \$95.00 per hour in 15-minute increments

Customer responsibilities:

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

Services not provided:

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

Scheduling:

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

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

CERTIFICATE OF FACT OF GOOD STANDING

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

PEAK ONE POOL & SPA, LLC

is a

Limited Liability Company

formed or registered on 07/23/2008 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20081392021 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/24/2024 that have been posted, and by documents delivered to this office electronically through 09/26/2024 @ 14:51:38 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/26/2024 @ 14:51:38 in accordance with applicable law. This certificate is assigned Confirmation Number 16423541 .



Secretary of State of the State of Colorado

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

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

This FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Amendment**”) is entered into the 26th of September 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and C.R. DOTTERER, INC. d/b/a WEED WRANGLERS, a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District and Contractor are parties to that certain Independent Contractor Agreement, dated November 20, 2023 (the “**Agreement**”). Capitalized terms used herein shall have the meanings given them in the Agreement.

WHEREAS, the Parties desire to further amend certain provisions regarding the Services and compensation for the Services as set forth in Exhibit A of the Agreement and to extend the Agreement’s termination date for one (1) year to December 31, 2025.

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

AGREEMENT

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

1. Amendment to Term/Renewal. The Parties hereby amend and restate in its entirety Paragraph 2 of the Agreement as follows: “This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) midnight on December 31, 2025. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.”

2. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. This First Amendment shall be effective on January 1, 2025.

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

[Signature pages follow.]

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

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

By: _____
Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to First Amendment to Independent Contractor Agreement for Noxious Weed Control Services with Leyden Rock Metropolitan District, dated September 26, 2024

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

By: _____
Its: _____

*Contractor's Signature Page to First Amendment to Independent Contractor Agreement for
Noxious Weed Control Services with Leyden Rock Metropolitan District, dated September 26,
2024*

ADDENDUM 1

Katie Call
17685 W 83rd Drive
Arvada, CO 80007

Katie,

Thank you for the opportunity to continue to provide weed and prairie dog control services for Leyden Rock. Proposed pricing for herbicide application for the 2025 season will be:

- \$138/man hour for labor and equipment
- \$70/sprayed acre for materials

The total budget to provide weed management for the defined areas will not exceed \$77,500, which will be divided over seven months beginning mid-March and ending mid-October. The exact distribution of services may vary due to weather conditions, especially early and late in the season.

Prairie dog management is ongoing at a maintenance level. Cost for prairie dog control for 2024 will be:

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

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

We look forward to working together through another year.

Thank you!



Clint Dotterer
President

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

This SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “Second Amendment”) is entered into this 1st day of November, 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and ADVANCE HOA MANAGEMENT, INC., a Colorado corporation (the “Contractor”). The District and the Contractor are referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement, dated May 11, 2023, restated and amended by the First Amendment to the Independent Contractor Agreement, dated December 21, 2023 (collectively, the “Agreement”); and

WHEREAS, Exhibit B of the Agreement sets forth the compensation and fee schedule;

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. Repeal and replace Exhibit B in its entirety with the following provisions:

EXHIBIT B

COMPENSATION SCHEDULE

The annual compensation for Services shall be as set forth below:

Management Fee:	\$4,000.00 per month
Staffing:	Base salary plus 28% (includes taxes, insurance, benefits, etc.) The Contractor will consult the District’s Board of Directors annually for the purpose of reviewing the site management team (both full-time and part-time employees) yearly performance and bonus structure. In consultation with the Contractor, the District’s Board of Directors may, in its sole discretion, approve a year-end bonus for any Contractor exempt employee on the District’s site management team. The District’s Board of Directors will provide the approved year-end bonus amounts in writing to the Contractor.

	The Contractor reserves the right to make all final decision regarding merit increases and performance bonuses with respect to Contractors funds.
--	---

*Payroll reimbursed at each pay date, the 7th and 22nd of each month

While this Agreement is in effect, Contractor may also charge District additional fees based on an “as used basis” based upon the below fee schedule.

Postage	At cost
Photocopies	\$0.25
Envelopes	Reg letter \$0.15; 6x9 \$.025; 9x12 \$0.30
Coupon books (if applicable)	\$6 per book, including postage and envelopes
Statements	Paper Statement \$1.25; eStatement \$0.75
Utility Billback Billing	\$2.50 per unit, if applicable
Returned Check Fee	\$20 per occurrence (paid by District, applied to owner account)
Collection Notices	\$20 each
Transfer Account to Attorney	\$50 (paid by District, applied to owner account)
Audit Facilitation	\$150 as applicable
Special Projects, as approved by Board	Pre-approved by Board and based on scope of project
Resale Administration	\$300 (Paid by buyer or seller. Not a District charge)
Excess Meeting Length	\$35 per hour over 3 hours. Meetings to be held Monday-Thursday.
Additional Board/Committee Meeting Manager Attendance	\$0 per additional meeting (over two per month)
Document Scanning/Record Storage	No charge up to 10 boxes; \$20 per each additional 10 boxes
Debit Card Reconciliation	\$20.00 per month per debit card, if applicable
Website and Maintenance	No charge for Advance HOA site. District public site is direct expense of District.
*Website Accessibility Administration	\$300.00 per month. District public site host billed directly to District.
Computer, software, licensing	No charge.
IT Support	Billed back as needed.
Lockbox/Bank Fees	No charge
After Hours Emergencies	No charge
Staff Recruitment	Direct cost (job ads, screening)
Additional trip charges/ Inspections	\$35 each if over four per month by compliance inspector

Additional staff, if requested by the District	\$85/hour Senior Management, \$65/hour Manager, \$45/ hour Administrative
--	---

*Website Accessibility Administration: Maintain a District website to include posting of notices and other required District documents; Coordinate with Accessibility Vendors to support the District's compliance with digital accessibility standards as per House Bill 21-1110 and 8 CCR 1501-11; Serve as the primary contact for all accessibility-related inquiries and requests from the public; Monitor and respond to accessibility requests and reports of inaccessible ICT within a timely manner. Collaborate with District staff and external vendors to remediate non-conforming Active ICT. Through a separate website provider, Contractor will provide, manage, update and maintain a website for the District. Contractor will invoice the District for reimbursement of the costs associated with the provision of the website. Website service costs shall be included in the adopted budget.

This Second Amendment shall be effective as of the dated date hereof.

2. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. Counterpart Execution. The Second Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of the Second Amendment may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories of this Second Amendment.

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

 President

ATTEST:

 Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

CONTRACTOR:
ADVANCE HOA MANAGEMENT, INC., a
Colorado corporation

Printed Name

Title

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

This THIRD AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT (the “**Third Amendment**”) is entered into the 26th day of September 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and MILE HIGH POOLS LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement, dated April 6, 2022, as amended by the First Amendment to Independent Contract Agreement, dated November 15, 2022, and by the Second Amendment to Independent Contract Agreement, dated August 15, 2023 (collectively, the “**Agreement**”); and

WHEREAS, the Parties desire to extend the termination date of the Agreement.

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

TERMS AND CONDITIONS

1. Amendment to Term. The Parties hereby amend Paragraph 2 of the Agreement to authorize the District Manager to extend the Term of the Agreement beyond midnight on September 21, 2025, and the Contractor shall provide the Services as set forth in Exhibit A, below. Notwithstanding the foregoing, the Term of the Agreement shall not extend beyond September 24, 2025.

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

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

[Signature Pages Follow.]

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

***District's Signature Page to Third Amendment to Independent Contractor Agreement for Pool Gate Monitor with Leyden Rock Metropolitan District,
Dated September 26, 2024***

MILE HIGH POOLS LLC, a Colorado
limited liability company

Printed Name

Title

*Contractor's Signature Page to Third Amendment to Independent Contractor Agreement for
Pool Gate Monitor with Leyden Rock Metropolitan District,
dated September 26, 2024*

EXHIBIT A

<u>POOL</u>	<u>MGMT CO / BILL TO</u>
<p>Leyden Rock Metropolitan District</p> <p>17685 W. 83rd Drive Arvada, CO 80007 Jefferson County</p> <p>Katie Call (Community Manager) 303-482-2213 katie.call@advancehoa.com</p>	<p>Same</p> <p>Submit invoices to: Advance HOA Management invoicing@advancehoa.com and katie.call@advancehoa.com</p>

1. **Contract for Pool Gate Monitor (referred to as "PGM") Services** for the pool season period of Friday, May 23rd, 2025 (Memorial Day weekend) through Sunday, September 21st, 2025.
2. **PGM Schedule & Hours**
 - a. PGM coverage per an estimated schedule of **2,352** hours at a rate of **\$45.00** per hour.
 - i. Scheduled PGM times/hours may be changed if the client wants to do so to provide more or less coverage on certain days, as long as the total contract hours remain at **2,352**.
 - ii. Mile High Pools LLC and the client must plan and prepare for the necessity of reduced coverage for the last 3 weeks of the season due to the majority of employees returning to school.
 - b. At the end of every month, Mile High Pools LLC will audit the PGM hours provided (from payroll records) and compare it to what was to be provided per the contract. Based on this audit, MHP will issue a final reconciliation invoice which will include the following:
 - i. Additional hours over the contracted 2,352.00
 - ii. Not included in the scheduled hours (and price) are PGM arrivals 10-15 minutes prior to the opening shift to get things ready for the day AND 10-15 minutes at the end of the day for closing/cleaning duties.
 - 1) These hours are picked up in the audit and will be included in the contracted hours total.



**AGREEMENT WITH RESPECT TO
SPECIAL DISTRICT PROFESSIONAL CONSULTING SERVICES**

This Agreement, to be effective the 1st day of November, 2024 by and between, Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado hereinafter referred to as "District", and Pinnacle Consulting Group, Inc., a Colorado corporation, hereinafter referred to as "Consultant". Witnesseth that, collectively District and Consultant are referred to as the "Parties" or individually as a "Party".

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to provide public services including district management, district administration, district finance and accounting, operation and maintenance of certain public facilities and improvements in accordance with its approved service plan; and

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

WHEREAS, the District desires to procure special district professional services which Consultant has experience in providing as required by the District and as further described in Exhibit A (Scope of Services) attached hereto, for purposes of services related to District management, administration, accounting, operations, facilities and/or improvements; and

WHEREAS, the District desires to engage Consultant for the purpose of providing professional services as needed by Leyden Rock Metropolitan District located in Arvada, Jefferson County, Colorado.

Now, therefore, in consideration of the mutual covenants and obligations herein expressed, the Parties agree as follows:

1. **SCOPE OF SERVICES:**

Consultant agrees to provide District with the specific professional services in part or in total set forth on Exhibit A (Scope of Services) attached hereto and incorporated herein by this reference. Consultant and District acknowledge the Scope of Services may be modified annually, as a part of the annual scope provided by Consultant and identified in the District annual budget. The budget work papers and supporting Services will be reviewed and approved by the District Board.

2. **SERVICES BY DISTRICT:**

District and District consultants and representatives will be available on a reasonable basis for reviews and meetings, final review and approval, and such other contact as may be required to carry out Consultant's obligations hereunder. At District's expense, District will provide such documents and payment of expenses as are reasonably necessary for Consultant to carry out the duties hereunder. The obligations of District in this regard shall include, without limitation, the following: the provision of complete descriptions of the District, including the Service Plan and maps; the provision of information regarding District policies and procedures, and the provision of engineering, legal, accounting, and other professional services as may reasonably be required to carry out Consultant's duties.

3. **COMPENSATION:**

A. District shall pay Consultant for services as set forth in Exhibit A. The estimated fee for services specifically stated in Exhibit A (Scope of Services) for this Agreement may be renewed for successive terms under which the compensation will be determined prior to the beginning of each annual term by written acceptance of Exhibit A or approval of the annual District budget by the Parties.



- B. Special projects and additional services not included in Exhibit A (Scope of Services) will result in additional costs to the project. Consultant will provide an estimate of costs associated with the special project or additional scope of services. Consultant will acquire verbal or written approval of additional estimated costs from the District Board prior to commencement of services.
 - C. District shall pay Consultant for all special projects and additional services to stated services identified in Exhibit A (Scope of Services) on an hourly basis at the rates as set forth in Exhibit B (Compensation for Services).
 - D. Consultant shall maintain an accounting of time associated with this project. Consultant shall use said accounting to submit a monthly invoice by the 10th of each month to the District describing the professional services rendered. The detailed accounting will be provided to the District by Consultant upon specific request. Upon receipt of the invoice by District, it shall be paid within thirty (30) days.
 - F. Reimbursable Expenses are in addition to compensation for Consultant's services and include expenses incurred by the Consultant and its employees and consultants in the interest of the District, as identified in Exhibit B (Compensation for Services).
4. CHANGES IN SCOPE OF SERVICES:
The parties may mutually determine that changes in the Scope of Services for the project are necessary. Such changes shall be mutually agreed upon by the parties and shall be incorporated in written amendments to this Agreement, if in addition to the Scope of Services attached to this Agreement.
5. CONSULTANT CONTACT:
District will designate the individual members of the District Board and staff with whom the Consultant shall directly consult with respect to the services to be provided hereunder.
6. TERM:
The term of this Agreement shall commence effective the 1st day of January, 2025 and may terminate upon Thirty (30) days written notice by either Party. In the event of such notice of termination, Consultant shall continue its duties to the date of termination and shall be paid for services rendered to the effective date of termination by the District. Consultant shall be entitled to receive compensation for all unpaid services within fifteen (15) days of the date of termination.
7. INDEMNIFICATION:
- A. The Consultant, to the extent permitted by law, shall defend, indemnify, assume all responsibility for and hold harmless the District and its directors, officers, employees, and agents, from all claims or suits for any damages to property or injury to persons, and for the costs of litigation and reasonable attorney fees of all such parties and persons that may arise out of any actions undertaken by the Consultant pursuant to this Agreement; provided, however, that the provisions of this section shall not apply to loss, damage or claims attributable solely to the intentional acts or omissions of the District.
 - B. The District, to the extent permitted by law, shall defend, indemnify, assume all responsibility for and hold harmless the Consultant and its directors, officers, employees, and agents, from all claims or suits for any damages to property or injury to persons, and for the costs of litigation and reasonable attorney fees of all such parties and persons that may arise out of any actions undertaken by the District pursuant to this Agreement; provided, however, that the provisions of this section shall not apply to loss, damage or claims attributable solely to the intentional acts or omissions of the Consultant.
8. INSURANCE:



- A. The Consultant shall carry, provide and maintain, in full force and effect at all times during the term of this Agreement, at its sole costs and expense, any and all insurance coverage required for all of its employees, including worker's compensation insurance, commercial general liability insurance of not less than \$1,000,000.00, errors and omission liability insurance, and automobile insurance in conjunction with the performance of its obligations under the terms of this Agreement.
- B. Each Party shall, upon request, provide the other Party with certificates of insurance evidencing the policies listed above at any time during the term of this Agreement. Such policies shall include a provision requiring a minimum of thirty (30) days written notice to the District or the Consultant of any change or cancellation.

9. OWNERSHIP OF WORK PRODUCT:

The originals of all project specific documents, other materials or information relating to the District that are produced, shall be delivered and become the property of the District; however, Consultant may retain copies of any such documents. In addition, all documentation provided by the District or specific documents created by the Consultant for the District is strictly confidential, subject to applicable open records laws.

10. QUALITY OF WORK:

The work performed by the Consultant shall be done in a competent, timely and workmanlike manner in accordance with generally accepted practices.

11. INDEPENDENT CONTRACTOR:

Consultant is and shall be considered an independent contractor under this Agreement and shall not be considered as an employee or agent of District for any purpose.

12. ASSIGNMENT:

It is understood that the District enters into this Agreement based on the knowledge, experience, and special abilities of the Consultant. Accordingly, the Consultant shall not assign any responsibilities or delegate any duties of the Consultant without the prior written consent of District. This shall not prevent Consultant from hiring such staff to assist in the performance of any duties that may be determined appropriate.

13. NOTICES:

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage, and fees prepaid, or by electronically confirmed facsimile transmission addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other party or parties.

- a. If to the District:

Leyden Rock Metropolitan District

Attn: _____

with copy to:

White Bear Ankele Tanaka & Waldron

Attn: Megan Murphy, Shareholder

2154 East Commons Avenue, Suite 2000

Centennial, CO 80122



b. If to the Consultant:

Pinnacle Consulting Group, Inc.
Attn: Jason Woolard
550 W. Eisenhower Blvd
Loveland, CO 80537

14. EXHIBITS:

All Exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

15. FORCE MAJEURE:

Any delays in or failure of performance by any party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of any such party.

16. CAPTIONS:

The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

17. ADDITIONAL DOCUMENTS OR ACTION:

The parties agree to execute any additional documents or take any additional actions that are reasonably necessary to carry out the intent of this Agreement.

18. INTEGRATION AND AMENDMENT:

This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

19. DEFAULT:

Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, after notice of default and failure of defaulting party to cure within ten (10) days, then this Agreement, at the option of the party who is not in default, may be terminated and the nondefaulting party may recover such damages as may be proper. If the nondefaulting party elects to treat this Agreement as being in full force and effect, the nondefaulting party shall have the right to an action for specific performance or damages or both.

20. WAIVER OF BREACH:

A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

21. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Colorado.

22. BINDING EFFECT:

This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.



23. COMPLIANCE WITH APPLICABLE LAW.

Consultant shall provide the Services set forth in attached Exhibit A (Scope of Services) and as set forth herein in a manner which, to the best knowledge of Consultant's belief is in full compliance with all applicable laws, ordinances, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction in which this Agreement is performed. Consultant declares that Consultant has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out this Scope of Services to be provided under this Agreement.

24. LIABILITY OF THE DISTRICT.

No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon the District, shall constitute or create an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

25. SUBJECT TO ANNUAL BUDGET AND APPROPRIATION.

The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

26. INSPECTION:

Each party shall have access to any books, documents, papers and records of the other that are directly related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

[Remainder of this page intentionally left blank.]



In witness whereof, the Parties hereto have made and executed this Agreement to be effective as of the 1st day of November, 2024.

DISTRICT:

Leyden Rock Metropolitan District

Signature: Brett Vernon
Brett Vernon (Oct 29, 2024 12:34 MDT)

Printed Name: Brett Vernon

Title: Board President

CONSULTANT:

Pinnacle Consulting Group, Inc.

Signature: Jason B. Woolard

Printed Name: Jason B. Woolard

Title: Partner



EXHIBIT A
SCOPE OF SERVICES

DISTRICT ACCOUNTING
[Flat Fee Contracted Services]

We anticipate that the first 30-days (Nov 1-30, 2024) will primarily consist of a transition period with the former District Accounting firm. This transition and initial set-up includes document transfer, establishment of records, review of existing agreements and resolutions, coordination with Board of Directors and legal counsel to establish priorities in alignment with budgetary constraints, and urgent recommendations.

Accounting

- Maintain District accounting records to include the cash receipts journal, cash disbursements journal, general ledger, accounts receivable journals and ledgers.
- Administer deposits with banks and financial institutions.
- Manage and track bank account reconciliations, investment records, and developer advance receipt and repayment records.
- Maintain asset and depreciation schedules.
- Prepare journal entries.

Accounts Payable

- Administer payments monthly.
- Process payments for approval by representatives of the Board of Directors.
- Prepare budget versus actual reports and check detail listing reports.

Audit/Audit Exemption

- Facilitate the preparation of audit and audit exemptions by preparing and providing audit documentation and schedules to the auditors and review of financial statements.
- Prepare and file Application(s) for Exemption from Audit when audits are not required.

Board Meetings

- Attend four (4) board meetings per year to present financial reports and budget summaries.

Bond Compliance

- Ensure compliance with all bond requirements and filing of continuing disclosures by preparing continuing disclosure reports and monitoring compliance with bond indentures and trust agreements.

Budget

- Collaborate with the Board of Directors on District priorities and goals throughout a well-coordinated annual budget process.
- Prepare annual budgets including detailed schedules of proposed O&M expenditures and analysis of mill levies, potential mill levy adjustments, District fees.
- Assist with filing of the annual budget and certified mill levies.
- Monitor actual expenditures against the approved budget and assist the Board of Directors with questions.
- Provide graphics and charts detailing revenues and expenses of the District, present information at Board Meetings and coordinate with the client service team to post information to the District website.

Cash Management

- Administer cash transfers and investment of funds, as needed, for operations, capital, and debt.



- Monitor district cash receipts, disbursements, and investments.
- Initiate transfers between banks.
- Assist with the coordination and execution of banking and investment transactions and documentation at the director of the Board of Directors.

Financial Statements

- Prepare quarterly financial statements including balance sheet and income statement.
- Provide current year forecast of revenues and expenditures.
- Provide budget versus actual expense analysis.
- Prepare and present financial reports and summaries of information at Board Meetings.

Payroll

- Facilitate payment of director fees and administer payroll filings and reporting.
- Prepare and submit federal and state required employment filings.

FINANCIAL MANAGEMENT

[Hourly Services Upon Request]

- Provide financial management through financial analysis of proposed transactions and a forward-looking review of debt and funding needs.
- Provide expert-level financial knowledge and opinion to the Board of Directors
- Prepare short-term and long-term financial modeling including the preparation of revenue and expenditure forecasts.
- Analyze mill levy and fee revenue streams based on anticipated build out of the Districts.

BILLING AND ACCOUNTS RECEIVABLE

[Hourly Services Upon Request]

- Invoice and collect fees.
- Prepare billings, enter cash receipts, and track revenues.
- Invoice and collect service and maintenance fees.
- Assess covenant violation fees, as needed.
- Collect capital facility fees.

BONDING SUPPORT SERVICES

[Hourly Services Upon Request]

- Provide input for the bond questionnaire in collaboration with the bond attorney, confirm accurate information in the documents, and respond to the bond team on all District related questions and clarifications.
- Provide quality control reviews of final documents, including Limited Offering Memorandum, indenture, capital pledge agreements, District resolutions, bond purchase agreement, continuing disclosure agreement, and all necessary amendments to IGA's, service plan, etc.
- Review bond documents to obtain a comprehensive understanding and convey information to the Board of Directors and District constituents for consideration and approval.
- Setup ongoing disclosure and bond compliance reporting for the bond trustee, EMMA, and bondholders.
- Participate in meetings with the bond team to discuss and coordinate matters associated with the bonding process.
- Schedule and attend special board meetings associated with the bonding process.



EXHIBIT B
COMPENSATION FOR SERVICES

District shall pay Consultant for Services as set forth in Exhibit A (Scope of Services) and for specials projects and additional services on an hourly basis at the hourly rates as set forth in this Exhibit B.

Contracted District Accounting services are billed on a flat fee not to exceed basis without prior Board of Director authorization to exceed the contracted amount. Billing and Accounts Receivable, Financial Management, and/or Bonding Support services will be billed on an hourly basis on an as requested basis.

2025 Services	Monthly Cost	Annual Cost
District Accounting Services	\$3,500	\$42,000
District Accounting Special Project Services	\$165/hour	\$165/hour
Billing and Accounts Receivable	\$165/hour	\$165/hour
Financial Management Services	\$260/hour	\$260/hour
Bonding Support Services	\$260/hour	\$260/hour

Reimbursable Expenses are in addition to compensation for Services by Consultant and include expenses incurred by Consultant and its employees and consultants in the interest of the District, as may be identified in the following clauses:

- Mileage and related travel expenses as required for Services directly related to the District.
- Expenses paid for District annual IRS Form 1099 renewals.
- Expenses paid for District bill spend and expense platforms.
- Expenses paid for newspaper publications associated with District budget amendments.
- Postage, courier and mailing services, facsimiles, or other similar District related expenses.
- Reproductions, postage, and handling of District documents.

DISTRICT:
Leyden Rock Metropolitan District
Signature: *Brett Vernon*
Brett Vernon (Oct 29, 2024 12:34 MDT)
Date: Oct 29, 2024

CONSULTANT:
Pinnacle Consulting Group, Inc.
Signature: *[Handwritten Signature]*
Date: Nov 1, 2024

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Moon Hopper Inflatables LLC
Title of Agreement/Contract: Inflatable Slide Rental for November 16, 2024
Agreement/Contract Date: October 29, 2024

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) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) 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



MOON HOPPER
INFLATABLES

EVENT CONTRACT

Invoice #382

Leyden Rock Metropolitan District c/o
 Advance HOA Management
 phone: 513-802-1372
 cell:

Leyden Rock Clubhouse

17685 W 83rd Drive
 Arvada, CO 80007
 Event Rental Time:
 11/16/2024 09:00am

Service	Description	Qty	Unit Price	Price
1	Nebula Single Slide Lane Combo	1	\$260.00	\$260.00

SubTotal	(\$260.00)	Total	\$278.20
Damage Waiver - Yes	\$18.20 (\$278.20)	Min Payment Req'd	\$69.55
Free Delivery (6 mi)	\$0.00 (\$278.20)	Due	\$278.20

Details

Rental Date: 11/16/2024 09:00am
 Event End Date: 11/16/2024 12:00pm
 Setup Surface: Park Setup- Stakes

Notes

Customer Comments:

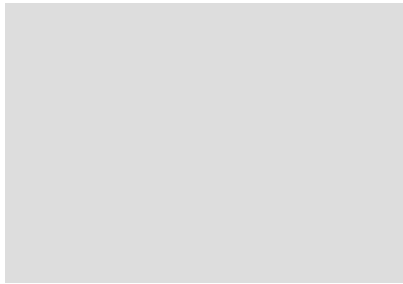
THANK YOU FOR YOUR BUSINESS!**TERMS OF LEASE**

In addition to the terms below, and the operation guidelines on each rented item, the Lessee (customer) agrees to supervise the operation of any rented item and further agrees that if the item is damaged that he/she will reimburse Moon Hopper Inflatables for the full price to fix the damage and/or the full replacement value of the rented item. Before signing this contract, Lessee agrees that he/she has read the entire contract, has agreed to all terms and conditions herein, and has had all questions he/she may have answered to the Lessee's full satisfaction and understanding.

Delivery/Operation/Payments: To address specified by Lessee. Lessee grants Moon Hopper Inflatables and its employees/contractors, the right to enter said property for the delivery and return of the rented equipment at approximate times. All payments must be made at time of delivery. No refunds will be made after the equipment has been delivered. For jumpers, the lessee agrees to provide one electrical outlet rated at 115 volts with 20 amperes capacity per motor unit within 50 feet of each unit. No electrical cords are to be used. If the blower stops or the air pressure is low, **remove** all users immediately, and then check on the problem. Air tubes in the rear of the unit should be tied securely to the blower or tied off to prevent air from escaping. The electrical cord should be plugged into an outlet and be the only thing operating on that electrical circuit. Circuit breakers should also be checked. Customer is subject to an additional charge of \$20.00 for all service calls due to electricity.

General Rules for Safe Operation: Units must be operated over a smooth, compatible surface such as grass or hard top surface. The unit may NOT be operated on rough surfaces such as rocks, brick, glass, or any jagged objects. Unit cannot be moved by lessee after placed by Moon Hopper Inflatables employees/contractors. Unit MUST BE properly anchored prior to use. Unit will be anchored initially by Moon Hopper Inflatables employees/contractors and the anchors MUST NOT be removed during period of use. **Never** attempt to relocate, adjust or service a blower. **Never** use during high winds, gusty winds, thunderstorms or lightening. The unit can turn over in high winds, even if anchored, and this could result in severe injuries to the users. **Do not** resume use until adverse weather conditions have ceased. **Always** follow the manufacturers guidelines located on the unit itself.

Additional Safety Rules: **Before entering the unit,** have the users remove their shoes, eye glasses, belt buckles and any sharp objects. **Never** play, jump or enter a partially inflated/deflated unit. **Never** allow the users to climb or play on the outside or inside walls of the unit, columns, netting or roof of unit. **Always** follow the number of riders and rules posted on the unit itself. **Do not** plug or unplug the motor repeatedly as this will cause the unit to burn up and you will be responsible for any resulting damage. **Always** have an adult present, who has reviewed and understands both this contract and the rules posted on the unit itself, who can supervise the riders. **Never** allow the users to be unsupervised in or around the unit. **Never** allow more users than the maximum number of users per age group as described within this lease and on the unit itself. Never place a hose or water on or into the unit unless authorized by Moon Hopper Inflatables. **Do not** allow horseplay on, in, or around the unit. **Always** follow the directions for use on the unit itself. **Only** children of the same age group are to play on the unit at the same time.



Lessee Initial

Additional Terms of Lease: Moon Hopper Inflatables is not responsible for bad weather, disruption of electrical service and/or unfavorable conditions that may arise and no charges or fees will be reimbursed as a result.

ABSOLUTELY NO silly string or similar items, such as, but not limited to, food, drinks, confetti, foam or trash, in or around the unit at any time !!! Silly string and like objects will cause permanent damage to the unit and lessee will be responsible for the full replacement value of the rented unit and/or assessed a \$75.00 cleaning fee if the unit is determined not to be permanently damaged. Lessee agrees **not** to operate the unit(s) in a manner contrary to this contract and the rules of use on each unit. If lessee operates the unit (s) in a manner contrary to the contract and rules of use on each unit, and the unit is damaged, Lessee agrees to pay the cost or repair or full replacement value of any damaged equipment or unit.

Lessee agrees that the equipment leased is for Lessee's own use and said equipment is not be loaned, sub-let, mortgaged or in any other manner disposed of by Lessee. Lessee further agrees to be liable for any loss of said equipment by reason of fire, theft, or any other cause.

Hold Harmless Provisions: Lessee agrees to indemnify and hold Moon Hopper Inflatables harmless from any and all claim, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless Moon Hopper Inflatables from injuries or damages incurred as a result of the use of the leased equipment. Moon Hopper Inflatables cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Moon Hopper Inflatables from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

Disclaimer of Warranties: Moon Hopper Inflatables makes no warranty of any kind, either express or implied, as to the condition of or performance of any leased equipment and Lessee agrees to **immediately** cease use of the equipment and contact Moon Hopper Inflatables if any of the lease equipment develops any indication defect or improper working conditions. Lessee agrees to use the equipment **at Lessees own risk**.

Breach/Indemnity/Arbitration: In the event that Lessee breaches any of the terms of this lease, that Lessee will pay for all consequential damages and further indemnify Moon Hopper Inflatables for all costs incurred by Moon Hopper Inflatables incurred in enforcing the terms of the lease or in defending any claim or lawsuit arising out of the operation of said equipment, including the amount of any judgment, attorney's fees and costs. If Moon Hopper Inflatables determines, within its own discretion, that Lessee has failed, in any way, to observe or comply with the conditions of this lease, Moon Hopper Inflatables may exercise any of the following remedies: termination of this agreement; reenter property and retake the equipment; declare any outstanding rent and charges immediately due and payable and initiate whatever legal proceedings necessary to recover said equipment or monies; and/or

pursue any additional remedies available it by law. If a conflict arises, [company name] and Lessee will abide by the CO state laws and forgo filing a lawsuit to solve the dispute.

BY SIGNING MY NAME ON THIS CONTRACT I, BEING THE LESSEE, CONTACT PERSON, LESSEE REPRESENTATIVE, OR OTHER INDIVIDUAL ASSUMING THE ROLE OF LESSEE, ACKNOWLEDGE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONTRACT AND ANY AND ALL ACCOMPANIED ADDENDUM(S). I HAVE BEEN FULLY INSTRUCTED BY Moon Hopper Inflatables PERSONNEL AS A TRAINED OPERATOR FOR THE AFFORMENTIONED EQUIPMENT AND HAVE HAD ALL OF MY QUESTIONS ANSWERED TO MY SATISFACTION. I UNDERSTAND THAT I AM SOLEY RESPONSIBLE FOR ADHERING TO THE TERMS SET FORTH BY THIS RENTAL CONTRACT AGREEMENT AND ANY AND ALL ACCOMPANIED ADDENDUM(S).



SIGNATURE _____ PRINT NAME _____ DATE _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2024

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 RH Agency 7828 Vance Dr Suite 205 Arvada CO 80003		CONTACT NAME: Ryan Harris PHONE (A/C, No, Ext): (303) 456-6800 E-MAIL ADDRESS: ryan@rhagencyinc.com FAX (A/C, No): (303) 467-0052	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Secura Insurance.	NAIC # 22543
INSURED		INSURER B:	
Moon Hopper Inflatables LLC 8842 Dunraven St Arvada CO 80007		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** Master 23-24**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CP3373634	09/15/2023	09/15/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ EXCLUDED
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate holder is an additional Insured for general liability as required by a written contract and as pertains to the operations of the insured.

CERTIFICATE HOLDER**CANCELLATION**

Leyden Rock Metropolitan District 17685 W 83rd Dr Arvada CO 80007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Independent Contractor 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) Diana Andrews Moon Hopper Inflatables
performing (type of work) party rental equipment
Federal Employer Identification Number: 88-3358270
Address: 8842 Dunraven St Arvada, CO 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.

Diana Andrews
Signature of Independent Contractor

4/17/2024
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.

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. Diana Andrews	
2 Business name/disregarded entity name, if different from above moon hopper Inflatables LLC	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 8842 Dunraven St	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										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>										
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; border: 1px solid black; text-align: center;">8</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">8</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">3</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">3</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">5</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">8</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">2</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">7</td> <td style="width: 12.5%; border: 1px solid black; text-align: center;">0</td> </tr> </table>	8	8	-	3	3	5	8	2	7	0
8	8	-	3	3	5	8	2	7	0	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ Diana Andrews	Date ▶ 4/17/2024
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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 CONTRACT

Name of Contractor/Provider/Consultant: Diann Smith d/b/a The Smithstonians

Title of Agreement/Contract: Live Music Performance on October 26, 2024

Agreement/Contract Date: October 25, 2024

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) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) 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

INVOICE

Smithstonians family band
Trevor Smith
6778 vivan st. Arvada, co, 80004
Trevor.peakpro@gmail.com
720-626-2013

INVOICE #1
DATE: 10/17/2024

PURCHASED BY:
Advance HOA
Leyden Rock
Christine Ahern
christine.ahern@advancehoa.com
720-765-4668

COMMENTS OR SPECIAL INSTRUCTIONS:

Power supply will be needed for the event.
Outdoor events can be weather pending.
Payment due upon completion of the event.
Payment by cash, venmo, or check only.

DATE/TIME OF EVENT	DESCRIPTION	UNIT PRICE	TOTAL
10/26 @4-6pm	Acoustic entertainment	\$150 per hour	\$300.00

TOTAL DUE \$300.00

**Request for Taxpayer
 Identification Number and Certification**

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

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

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

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

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

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)
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
6380 W. 74th PL.

6 City, state, and ZIP code
Arvada, CO 80003

7 List account number(s) here (optional)

8 Taxpayer Identification Number (TIN) _____

9 Social security number
6123 - 53 - 1710421

10 Employer identification number _____

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.

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 Diann H. Smith Date 8-8-2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

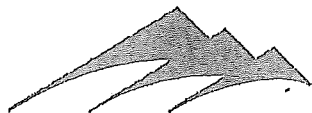
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Signature: 
Trevor Smith (Oct 25, 2024 18:31 MDT)

Email: trevor.peakpro@gmail.com

Signature: 
Christian Ardita (Oct 27, 2024 22:01 MDT)

Email: christianardita1@gmail.com



Colorado Special Districts
Property and Liability Pool

Independent Contractor Status Form

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

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

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

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

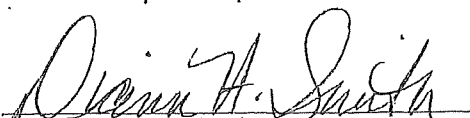
Federal Employer Identification Number: 523-53-7042

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

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

Address: _____ Coverage #: _____ Phone: _____

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


Signature of Independent Contractor

8-8-2022
Date

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

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Amaezing Entertainment! LLC

Title of Agreement/Contract: Photo Booth Services on November 9, 2024

Agreement/Contract Date: October 28, 2024

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) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) 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: <u>CRP</u> <small>christian arditia (Nov 6, 2024 12:17 MST)</small> Title: _____	Contractor: By: <u>Martin Maezo</u> Name: <u>MARTIN MAEZO</u> Title: <u>OWNER</u> <u>AMAZING ENTERTAINMENT!</u>
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Exhibit A
Scope of Services/Compensation Schedule

Invoice 48

Martin Maez (Amaezing Entertainment!)

23927 E 3rd Pl
Aurora, CO 80018
720-308-8931



Bill To**Invoice Date**

10/28/2024

Advance HOA
Leyden Rock Metro District
Attn: Christine Ahern
17685 West 83rd Drive
Arvada, CO 80007

Description	Amount
Photo Booth services 7-10pm on 11/9/24	750.00

Total**\$750.00**

Terms & Conditions

Payment is due on or before 11/9/24



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) MARTIN MAEZ
AMAEZING ENTERTAINMENT
performing (type of work) PHOTO BOOTH SERVICES
Federal Employer Identification Number: 524-04-6932
Address: 23927 E 3RD PL AURORA CO. 80018

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.

Martin Maez
Signature of Independent Contractor

10/28/24
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>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2024

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 Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL ADDRESS: support@nextinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : State National Insurance Company, Inc. 12831 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Amaezing Entertainment! 23927 E 3rd Pl Aurora, CO 80018		

COVERAGES **CERTIFICATE NUMBER:** 277877041 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXT3FVWH3X-00-GL	11/11/2023	11/11/2024	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is Leyden Rock Metro District. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER **CANCELLATION**

Leyden Rock Metro District 17685 W 83rd Dr Arvada, CO 80007	LIVE CERTIFICATE  Click or scan to view	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Martin Maez</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p> <p>Amazing Entertainment</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>23927 E 3rd Pl</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p> <p>Aurora, CO 80018</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.

Social security number										
5	2	4	-	0	4	-	6	9	3	2
or										
Employer identification number										
			-							

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Martin Maez</i>	Date <i>10-28-24</i>
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Broken Spoke LLC
Title of Agreement/Contract: Wagon Rides at Fall Fest, September 21, 2024
Agreement/Contract Date: September 18, 2024

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) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) 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



BROKEN SPOKE

720-924-6606

www.BrokenSpokeWagon.com

Corporate Events

Parades

Festivals

Holiday Parties

Weddings and

Special Occasions



GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 21 of August, 2024

BETWEEN: Christine Ahern (the 'Customer')

OF: Layden Rock Fall festival

ADDRESS: 17685 W. 83rd Arvada , CO 80007

AND: JOHN C. McDONALD (the 'the 'Service Provider')

OF: Broken Spoke, LLC 24200 East Alameda Avenue Aurora, Colorado 80018

The Customer wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to the Customer on the terms and conditions of this Agreement.

1.1 Services

The Service Provider shall provide the following services ("Services") to the Customer in accordance with the terms and conditions of this Agreement:

1 HORSE DRAWN WAGON(s) FROM 11:00 to 2:00 on

September 21, 2024

1.2 Fees

As consideration for the provision of the Services by the Service Provider, the fees for the provision of the Services is \$1400. ('Fees').

1.3 Payment

The Customer agrees to pay the Fees to the Service Provider on or before the event date or date of service. The Service Provider shall invoice the Customer for the Services that it has provided to the Customer before the event or date of service. The Customer shall pay such invoices upon receipt from the Service Provider. Any charges payable under this Agreement are exclusive of any applicable taxes and such shall be payable by the Customer to the Service Provider in addition to all other charges payable hereunder.

1.4 Deposit

To reserve the Customer's event date, the Service Provider requires No Deposit.

1.5 Warranty

The Service Provider represents and warrants that it will perform the Services with reasonable skill and care.

1.6 Limitation of Liability

Subject to the Customer's obligation to pay the Fees to the Service Provider, either party's liability arising directly out of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Fees. The Service Provider assumes no liability due to the quality of items or services purchased for the Customer.

1.7 Term and Termination

This Agreement shall be effective on the date hereof and shall continue until the date of the event unless terminated sooner. If the Customer terminates this agreement for any reason more than 7 days before the scheduled event, the Customer will forfeit the deposit paid to the Service Provider and the Customer shall reimburse the Service Provider for all outstanding out-of-pocket expenses. If the Customer terminates this agreement for any reason within 7 days of the scheduled event, the full fee is payable to the Service Provider and the Customer shall reimburse the Service Provider for all outstanding out-of-pocket expenses.

1.8 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, sub-contractors, or agents shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or otherwise between the parties.

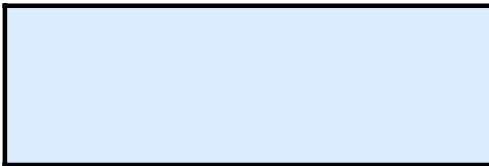
1.9 Miscellaneous

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected. This Agreement constitutes the entire understanding between the Parties relating to the event and supersedes all prior representations, negotiations or understandings with respect to the event.

NOTICE

UNDER COLORADO LAW AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES PURSUANT TO SECTION 13-21-119 COLORADO REVISED STATUTES.

Agreed by the Parties hereto:



Customer's Signature



Service Provider's Signature

SIGNED by: Christine Ahern
FOR: Layden Rock Fall festival

SIGNED by: JOHN C. McDONALD
FOR: BROKEN SPOKE, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2024

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 Rocky Mountain Insurance Specialists 2175 S. Jasmine St. Ste. 109 Denver CO 80222	CONTACT NAME: Kenia Campos PHONE (A/C, No, Ext): (303) 758-1850 E-MAIL ADDRESS: kenia@trustrmis.com	FAX (A/C, No): (303) 758-0182
	INSURER(S) AFFORDING COVERAGE	
INSURED Broken Spoke LLC 24200 E ALAMEDA AVE AURORA CO 80018-1510	INSURER A: PENN STAR INS CO NAIC #: 10673	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAV0493303	09/01/2024	09/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Leyden Rock Metropolitan District 8360 E. Ventura BLVD Suite L-100 Scottsdale AZ 85258	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kenia Campos</i>
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Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. John C McDonald	
	2 Business name/disregarded entity name, if different from above Broken Spoke LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.) 24200 E Alameda Ave	Requester's name and address (optional)
	6 City, state, and ZIP code Aurora, CO 80018	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
[] [] [] []	-
[] [] [] []	-
[] [] [] [] [] [] [] []	

or

Employer identification number	
4	7
-	4
8	3
3	3
4	6

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

This FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Addendum**”) is entered into the 20th day of November, 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and KEESEN LANDSCAPE MANAGEMENT, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Leyden Rock Metropolitan District No. 1 and the Contractor entered into an Independent Contractor Agreement, effective November 20, 2023, for landscape maintenance services, as subsequently amended from time to time (the “**Agreement**”); and

WHEREAS, the Agreement includes a Scope of Services within Exhibit A; and

WHEREAS, the Parties desire to replace the Scope of Services in Exhibit A with the Scope of Services in **Addendum 1** attached hereto;

WHEREAS, the Agreement includes a Compensation Schedule within Exhibit B; and

WHEREAS, the Parties desire to replace the Compensation Schedule in Exhibit A with the Compensation Schedule in **Addendum 2** attached hereto.

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

AGREEMENT

1. Change in Scope of Services. The Parties hereby amend and restate in its entirety the Scope of Services in Exhibit A of the Agreement with the Scope of Services in **Addendum 1** attached hereto.

2. Change in Compensation Schedule. The Parties hereby amend and restate in its entirety the Compensation Schedule in Exhibit B of the Agreement with the Compensation Schedule in **Addendum 2** attached hereto.

3. Renewal. The Parties hereby renew the Agreement for fiscal year 2025. This First Addendum shall be effective on January 1, 2025 and shall terminate at midnight on December 31, 2025. Notwithstanding the foregoing, unless terminated pursuant to subsection (i), 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.

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

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

[Signature pages follow.]

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

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

By: _____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to First Addendum to Independent Contractor Agreement for Landscape Maintenance Services with Keesen Landscape Management, Inc. with Leyden Rock Metropolitan District, dated November 20, 2024

**KEESEN LANDSCAPE
MANAGEMENT, INC., a Colorado
corporation**

By: _____
Its: _____

*Contractor's Signature Page to First Addendum to Independent Contractor Agreement for
Landscape Maintenance Services with Leyden Rock Metropolitan District, dated November
20, 2024*

ADDENDUM 1

Primary Maintenance

MOWING - Turf areas will be mowed weekly from May through September or as deemed necessary by Maintenance Contractor according to growth and weather conditions. Mowing will be performed every 7 to 14 days in April and October depending on growth and weather conditions. Grass clippings will be mulched and not caught or removed from turf areas unless deemed necessary by Maintenance Contractor.

TRIMMING - Turf areas will be string trimmed as needed during each mowing occurrence. Areas inaccessible to mowers will be trimmed to present a well-groomed appearance.

EDGING - Turf areas will be edged along sidewalks twice monthly from May through September and once monthly in April and October. Curbs will be edged approximately one time per month from April through October.

BLOWING - Debris from turf maintenance operations will be blown off sidewalks and curbs adjacent to landscape areas.

SUMMER POLICING - Landscape areas will be policed for loose trash and debris during mowing services. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be maintained in their proper areas.

WEEDING - Landscape beds (except annual floral beds and some perennial gardens which are contracted separately) will be weeded using a combination of hand-pulling and chemical applications. Weeds growing out of cracks in sidewalks, driveways and private streets/parking lots will be treated chemically.

TREE RINGS - To protect tree bark from mowing and trimming operations, trees in manicured turf areas will be chemically ringed to control grass and weeds adjacent to tree trunks.

Spring Clean-Up

Clean-up of landscape areas will be performed one (1) time in the Spring. This may include pine needle and leaf clean-up, edging, mowing and any other activities the Maintenance Contractor deems necessary to prepare the property for the coming season.

Fall Clean-Up

Beginning in October, leaves in turf areas will be collected or mulched during mowing visits. When applicable, usually starting in November, leaf clean-up will be performed approximately every 14 days over all manicured landscape areas. This includes blowing out bed areas and may include areas adjacent to manicured landscaping. Depending on weather, this service will be performed until completed or through the Agreement end date.

Spring Aeration

Spring core aeration will be performed on all turf areas with plugs being left to break down on their own.

Fall Aeration

Fall core aeration will be performed on all turf areas with plugs being left to break down on their own.

Summer Pruning

Timing of pruning may vary by plant species.

Shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Winter Pruning

Timing of pruning may vary by plant species.

During the dormant season, select shrubs under ten feet (10') will be pruned to promote plant health and aesthetics. Pruning may include a combination of shearing and/or selective hand pruning where deemed necessary by Maintenance Contractor.

Lower limbs on trees, up to ten feet (10'), will be pruned or removed for pedestrian and vehicle traffic clearances where necessary. This applies to trees that have been maintained for the respective clearances.

Removal of trees and shrubs, reduction pruning, rejuvenation pruning (including Acts of God), splitting of ornamental grasses, staking, guying, wound repair, or wrapping trees (unless otherwise stated in this Agreement) and replacement or installation of trees and shrubs is not included.

Ornamental Grass Cutting

Ornamental grasses will be cut one (1) time per year, typically in late winter, to approximately one quarter of the existing height. For year-round agreements, select grasses may be cut if they become damaged by snow or hinder pedestrian or vehicle traffic.

Native Perimeter Mowing Fence Line

Mowing of Association fence line areas, twice annually per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor. Mowing is to be width of machine (approximately 5') and cleaning of posts and such using string trimmers. In some locations the area as well as the terrain allow for a mow of closer to two mower deck widths to be completed and in those spots that is the expectation.

Native Mowing Walks & Trails

Mowing of targeted native areas six times per Maintenance Agreement using tractors, mowers or other equipment deemed appropriate by the Maintenance Contractor. This maintenance item is intended to service the various walks and trails around the community, one mower width on each side of those areas - also known as a beauty band.

Trail Maintenance

All concrete, crushed, or dirt trails highlighted in green on the District site maps shall be maintained twice annually according to the scope of work.

MA - Flower Prep

Beds/planters/pots are prepped by tilled/rotating soil, adding soil amendments or new soil.

Summer Flowers

Add flowers to:

Ornamental Planters around Pool & Clubhouse

A colorful mix of annual flowers will be installed. Standard flower colors and varieties based on availability. Keesen Landscape Management, Inc., Inc. guarantees all nursery stock planted by our landscape department to be in good, live condition when planted. After planting, plant losses caused by improper watering, cultivation, physical abuse, or neglect are not covered by this guarantee. If a plant has received reasonable care and maintenance, but fails to grow, we will replace the plant one time only without charge provided that the original invoice is paid in full. All on-site transplants are excluded from this guarantee. We will not replace plants lost to hail, wind, freeze, animals, or other Acts of God. Unless otherwise specified below, all required irrigation repairs/modifications will be billed at a time and materials rate.

Flower Demo

Summer flowers will be removed in October

Flower Maintenance - Summer

Annual flowers will be maintained no more than one time per week from installation in May through the beginning of October. Granular fertilizer is applied at planting and liquid fertilizer is applied as needed throughout the season. When on site for maintenance the reservoirs will be checked and filled in each pot.

As needed daily hand watering of the pots around the pool at establishment as well as more frequent filling of the reservoirs is the responsibility of the Association per the terms of this agreement. This is an additional service that can be purchased through Keesen.

Perennial Maintenance

Perennials flowers will be dead headed, fertilizer applied as needed throughout the season and light weeding at the following locations:

84th & Leyden Rock Dr. (2 beds)

Yule St & Leyden Rock Dr. (2 beds)

This service covers 1 visit per month from April - October

*Includes all roses around clubhouse & pool (deadheading, fertilizing and pruning/trimming in spring or fall)

Irrigation Activation

The Maintenance Contractor will activate the irrigation system in the spring as weather conditions allow. The irrigation system will be checked and adjusted as necessary and controllers programmed for early season watering needs. Activation does not include labor or materials for repairs, these items will be billed at \$82.00 per man-hour plus materials.

Irrigation Winterization

Winterization of the irrigation system will be performed in the Fall, typically in October or November depending on weather. Forced air will be used to void the system of water.

Exterior backflow wrapping or draining is not included and will be performed as necessary according to weather conditions at \$50.00 per device.

Backflow removal and storage is not included unless otherwise mentioned in this Agreement. Winterization does not include labor or materials for repairs, these items will be billed at \$82.00 per man-hour plus materials.

Irrigation System Checks

The Maintenance Contractor will check the irrigation system operation on a regular basis to insure proper operation, adjust spray patterns and maintain controller programming to seasonal needs. Drip systems will be checked for on/off function only. All necessary irrigation repairs will be \$82.00 per man-hour plus materials unless specified differently in this Agreement.

General Fert 1

Round #1 of granular fertilizer to the turf areas around the community. The product specified is 23-0-4 which is a hybrid organic/synthetic material that contains a soil surfactant for better water absorption into the soil.

Includes Pre-Emergent

General Fert 2

Round #2 of granular fertilizer to the turf areas around the community. The product specified is 23-0-4 which is a hybrid organic/synthetic material that contains a soil surfactant for better water absorption into the soil.

Includes Post-Emergent

General Fert 3

Round #3 of granular fertilizer to the turf areas around the community. The product specified is 23-0-4 which is a hybrid organic/synthetic material that contains a soil surfactant for better water absorption into the soil.

Includes Post-Emergent

Broadleaf 1

Broadleaf weed agent application for control of broadleaf weeds in targeted turf areas per Maintenance Agreement.

Broadleaf 2

Broadleaf weed agent application for control of broadleaf weeds in targeted turf areas per Maintenance Agreement.

Broadleaf 3

Broadleaf weed agent application for control of broadleaf weeds in targeted turf areas per Maintenance Agreement.

Essential G Fertilizer

Slow release turf fertilizer and broadleaf weed pre-emergent application to targeted turf area(s) in the spring per Maintenance Agreement.

Winter Policing

Landscape areas will be policed for loose trash and debris weekly or as weather permits. Unless otherwise specified in this agreement, policing does not include parking lots, improperly contained dumpsters, debris and trash from vandalism and acts of God. Rock and wood mulch will be maintained in their proper areas.

Annual Drain Pan Inlet/Outlet Cleaning

Keesen shall annually clean out dirt and debris directly around inlet and outlet structures in the retention area around the Premises.

Detention Pond Maintenance

Two annual mobilizations to the property to do cleaning of the inlets and outlets of ponds on the maintenance map. Twenty-six visits scheduled kill and cut vegetation growth during the growing season. This will be on a rotating schedule to ensure each pond is serviced twice a year.

ADDENDUM 2

BILLING SCHEDULE		
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SCHEDULE	SERVICE COST	TOTAL COST
January	\$17,242.00	\$17,242.00
February	\$17,242.00	\$17,242.00
March	\$17,242.00	\$17,242.00
April	\$17,242.00	\$17,242.00
May	\$17,242.00	\$17,242.00
June	\$17,242.00	\$17,242.00
July	\$17,242.00	\$17,242.00
August	\$17,242.00	\$17,242.00
September	\$17,242.00	\$17,242.00
October	\$17,242.00	\$17,242.00
November	\$17,242.00	\$17,242.00
December	\$17,242.00	\$17,242.00
TOTAL	\$206,904.00	\$206,904.00

INDEPENDENT CONTRACTOR AGREEMENT
2025 TREE CARE SERVICES

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 20th day of November 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and PRESERVATION TREE CARE, INC., a Colorado corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of January 1, 2025 hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; or (ii) midnight on December 31, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

d. The Contractor agrees that it has 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; and (vii) rules and regulations of the Colorado Department of Public Health and Environment..

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**.

- 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 Advance HOA Management
17865 W. 83rd Drive
Arvada, CO 80007
Attention: Katie Call
Phone: (303) 482-2213 x 360
Email: katie.call@advancehoa.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: Preservation Tree Care, Inc.
2309 W. Oxford Avenue
Sheridan, CO 80110
Attention: Tyler Desmet
Phone: (720) 818 - 6316

Email:
customer@preservationtreecare.net

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for 2025 Tree Care Services
with Preservation Tree Care, Inc., dated November 20, 2024*

CONTRACTOR:
PRESERVATION TREE CARE, INC., a
Colorado corporation

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November,
2023, by _____, as the _____ of Preservation Tree Care, Inc.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor’s Signature Page to Independent Contractor Agreement for 2025 Tree Care
Services with Leyden Rock Metropolitan District, dated November 20, 2024***

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE

Plant Health Care Services

ITEM DESCRIPTION	AMOUNT
9) Essential Watering 1 - BioRush All Trees Application of Essential Water including earthworm castings, humates to break compounds into elements making nutrients more bioavailable, kelp for plant stress response, yucca for soil penetration , as well as beneficial bacteria and fungi for salt mitigation. Mix rate of 1 lb of Bio Rush Plus to 100 gallons of water Apply at 2 gallons per inch of DBH	\$23,132.00
10) Essential Watering 2 - BioRush All Trees Application of Essential Water including earthworm castings, humates to break compounds into elements making nutrients more bioavailable, kelp for plant stress response, yucca for soil penetration , as well as beneficial bacteria and fungi for salt mitigation. Mix rate of 1 lb of Bio Rush Plus to 100 gallons of water Apply at 2 gallons per inch of DBH	\$23,132.00
11) Evergreen Winter Protection - Foliar Spray - Transfilm 1 Select Trees Foliar spray with Transfilm to limit transpiration and water loss through needles and leaves. Mix rate of 2.5 gallons of Transfilm per 100 gallons of water. Application timing winter	\$21,406.00
12) Evergreen Winter Protection - Foliar Spray - Transfilm 2 Select Trees Foliar spray with Transfilm to limit transpiration and water loss through needles and leaves. Mix rate of 2.5 gallons of Transfilm per 100 gallons of water. Application timing winter	\$21,406.00
13) Spring Fertilization - Deep Root Fertilization - Matt's Super Spring Fertilizer Select Trees Spring deep root fertilization with macro and micro nutrients, wetting agents, sugars and beneficial organisms.	\$23,132.00
14) Fall Fertilization - Deep Root Fertilization - Fall Fert Mix Select Trees Fall application of fertilizer to provide nutrients to trees to prepare them for winter dormant season. Mix rate of 2 LBS BioRush+, 2.5 gallons 8-4-12 50%SRN, 1 gallon Flo Thru per 100 gallons Apply .5 gallons per inch of DBH	\$23,132.00
15) Integrated Pest Management 1 All Trees Inspection of trees and shrubs on property and provide a sustainable approach to manage pests by combining biological, cultural, physical and chemical tools in a way that minimizes health, sentimental and economic risks. This service entails a thorough examination of all the trees/shrubs followed with recommendation for further treatment options if needed. If spray is required mix 2 gallons of M-pede and 6 fl oz conserve per 100 gallons	\$4,660.00

EXHIBIT B

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

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Tashmo Ko, Co. d/b/a Serendipity Catering

Title of Agreement/Contract: Catering Services on November 9, 2024

Agreement/Contract Date: November 6, 2024

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) Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$1,000,000 Personal & Advertising Injury, and (ii) 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:  _____ <small>Christian Ardita (Nov 6, 2024 12:18 MST)</small>	Name:  _____ <small>Dan Lacy (Nov 6, 2024 11:48 MST)</small>
Title: _____	Title: _____

Exhibit A
Scope of Services/Compensation Schedule



serendipityfood.com

Serendipity Catering
7110 W Colfax Ave
Lakewood, CO 80214
Phone: 303.561.3663
Fax: 303.468.2204

~ Masquerade Ball ~ Nov. 9th

<i>Prepared For:</i>	Christine Ahern Advance HOA Management, Inc.	<i>Event Date:</i>	11/9/2024 - Saturday
<i>Address:</i>		<i>Phone:</i>	Cell: 720-765-4668
<i>Email:</i>	christine.ahern@advancehoa.com	<i>Guest Count:</i>	40
<i>Proposal #:</i>	80011	<i>Occasion:</i>	Party
<i>Service Style:</i>	Buffet		
<i>Salesperson:</i>	Dorian Pruitt dorian@serendipityfood.com		
<i>Venue:</i>	Leyden Rock Clubhouse 17685 W 83rd Drive Arvada, CO 80007	<i>Last Change:</i>	11/5/2024

<i>Timeline:</i>	5:30 PM Serendipity Arrive Time/Set-Up 7:00 PM Event Start 9:00 PM Event End 10:30 PM Serendipity All Out	Tentative Timeline for Planning Purposes
------------------	--	--

~ Heavy Appetizer Menu ~

Charcuterie Platter

A platter of assorted sliced, cured meats, olives, assorted cheeses, dried fruits and assorted nuts.

Cherrywood Smoked Beef Brisket Slider

Slow roasted cherrywood smoked beef brisket topped with caramelized red onion and BBQ sauce.

Mini Twice Baked Potatoes

Topped with Sour Cream, Chives and Applewood Smoked Bacon Crumbles

Authentic Vegetarian Empanada

Cocktail-sized Empanada
Served with Salsa Verde

Bourbon Chicken Skewers

Chicken marinated in soy sauce, brown sugar, ginger, and bourbon whiskey.

Vegan Stuffed Mushroom Cap

Stuffed with spinach, peppers, garlic, shallot and sundried tomatoes

Caprese Skewers

Caprese Skewers, heirloom tomatoes, fresh mozzarella, basil, aged balsamic

Two Bite Sweets Display

(5) Servings - Vegan & Gluten-Free

Two Bite Sweets such as Mini Cupcakes, Mini Cookies and Verrines (GF)

Food

Qty	Description		Unit Price		Total
40	~ Heavy Appetizer Menu ~	T,S	\$38.95		\$1,558.00
					\$1,558.00
Food Subtotal					\$1,558.00

Beverage

Qty	Description		Unit Price		Total
40	Autumn Punch Apple juice, ginger ale, lemon juice and seltzer.	T,S	\$1.25	serving	\$50.00
40	Ice - Per Pound	T,S	\$0.50	Pound	\$20.00
					\$20.00
Beverage Subtotal					\$70.00

Rental

No rentals requested by client. Client has linen for the island and bar set-up.

Other Inventory

Qty	Description		Unit Price		Total
40	Eco-Products 100% Compostables Note: <i>Plates, Utensils, Napkins and Cups for Every Guest</i>	T,S	\$1.75		\$70.00
					\$70.00
Other Inventory Subtotal					\$70.00

Miscellaneous

A captain walk-through is not needed; logistics will be taken over the phone, unless an in-person meeting is requested.

Staffing

Qty	Description		Unit Price		Total
2	Bartender	T	\$42.00	5 hrs	\$420.00
1	Catering Captain	T	\$50.00	5 hrs	\$250.00
					\$250.00
Staffing Subtotal					\$670.00

Charges:	\$2,368.00
20% Administrative Fee:	\$339.60
12% Rental Damage Waiver:	\$0.00

Subtotal:	\$2,707.60
7.96% Sales Tax:	\$215.52
Post-Tax Subtotal:	\$2,923.12
Payments:	\$0.00

Total:	\$2,923.12
Gratuity:	_____
Balance Due:	_____

50% Deposit Amount: \$1,461.56

Final Balance Due: 11/7/2024

"From start to finish, planning to pick up, Serendipity was a pleasure to work with and gave us something extra in every way: the people were friendlier, the food was tastier and beautifully presented, the service flawless. The breakfast that Serendipity provided to our sponsor thank you event was not just another boardroom breakfast, but elevated our event to a real gift back to our supporters. Best of all, and the ultimate reason we initially selected Serendipity is that they care about the world. Denver Bike Sharing is trying to be sustainable in everything we do, from how we run our business to the bikes we put on the streets for people to share. We selected Serendipity because they are a member of the Denver Pollution Prevention Partners' Program. We'll use them again for all of the other reasons they were so great."

Parry W. Burnap, Executive Director
 Denver Bike Sharing, a 501(c)(3)
 Owner and Operator of Denver B-cycle

"I have had the opportunity to work with numerous caterers in different states over the past several years and NONE of them compares to Serendipity! Hands down, they are the best!!!! Their professional staff, customer service, and meal presentations are exceptional! Did I mention that the food is absolutely delicious? During our six week stay, Serendipity was our sole caterer and prepared meals for us everyday of the week (breakfast, lunch, boxed lunches and dinner). Amazingly, we never tired of the food as they were very creative in their menu selections. Serendipity is unlike your typical caterers and I highly recommend them for ALL of your catering needs."

VAL
 Washington,DC
 Kirkland & Ellis, LLP



Contract for Service

Serendipity Catering
 7110 W Colfax Ave
 Lakewood, CO 80214
 Phone: 303.561.3663
 Fax: 303.468.2204

<i>Prepared For:</i>	Christine Ahern Advance HOA Management, Inc.	<i>Event Date:</i>	11/9/2024 - Saturday
<i>Address:</i>		<i>Phone:</i>	Cell: 720-765-4668
<i>Email:</i>	christine.ahern@advancehoa.com	<i>Event Title:</i>	~ Masquerade Ball ~ Nov. 9th
<i>Contract #:</i>	80011	<i>Guest Count:</i>	40
<i>Service Style:</i>	Buffet	<i>Occasion:</i>	Party
<i>Salesperson:</i>	Dorian Pruitt dorian@serendipityfood.com		
<i>Event Total:</i>	\$2,923.12	<i>Per Person:</i>	\$73.08
<i>Venue:</i>	Leyden Rock Clubhouse 17685 W 83rd Drive Arvada, CO 80007	<i>Last Change:</i>	11/5/2024

Timeline:	5:30 PM Serendipity Arrive Time/Set-Up	Tentative Timeline for Planning Purposes
	7:00 PM Event Start	
	9:00 PM Event End	
	10:30 PM Serendipity All Out	

Definitions

The "Administrative Fee" (or "Admin Fee") is a standard catering industry fee, and offsets labor and administration costs such as administrative tasks, working with rental companies, dish washing, transportation insurance, packing and loading for your event, site visits, shopping for food, travel time to and from your event, etc.

The Admin Fee is not a gratuity and is subject to state and local tax laws. Gratuity is given at the client's discretion.

Booking

A 50% deposit is required to secure a date. Special payment terms may be extended upon approval from Serendipity CEO. A signed copy of this contract is also required for each date booked.

Final Balance is due 48 hours ("two business days") prior to the actual event date. (Gratuity, if desired, can be added after the event.) If not otherwise arranged, balance will be processed at this time using the payment method on file.

Sales tax is calculated at applicable rate effective at the point of delivery. If client's function is "tax exempt", Serendipity Catering must receive a signed "Affidavit of Non-Taxable Sale" for each such event, as well as a copy of client's sales tax exemption certificate. An IRS 501(c)3 Determination letter is inapplicable.

Event Changes

Guest count may be decreased before final count is given (final guest count is due one week prior to the event).

Any increase in guest count is allowable up to 48 hours before the event; accommodation of additional guests is at the discretion of Serendipity Catering.

A new agreement must be signed after any changes are made and agreed to, including guest count changes, the addition or subtraction of rental items, menu changes, etc.

In the event of significant reductions to the catering agreement, defined as a 75% decrease or more of the catering total, the reduction will be treated as a cancellation of the original contract and a new booking covering the new details. See section on Cancellation.

Caterer reserves the right to subcontract any or all of its obligations hereunder (such as rental equipment, large volume beverage service, etc.)

Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties at least five (5) days before the event/function date. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

Cancellation

Should client cancel the event for any reason whatsoever, client shall be liable for all out-of-pocket costs sustained by the caterer. Upon cancellation, an administration fee of 25% of the invoice total on a previously confirmed event, will be charged to the client. Any refund due back will be returned to client within four weeks of cancellation or as soon as possible based on the surrounding circumstances, including mandatory national shut-downs.

As an alternative to cancellation, we recommend moving your event to a different date to avoid a fee. Event costs may be subject to change.

Caterer will be relieved of its contractual obligations for circumstances beyond its control. These include, but are not limited to: blizzards, ice storms, tornadoes, earthquakes, floods, inclement weather conditions, car accidents, accident delays, epidemics or pandemics, mandated closures, or other acts of God. In such situations, the cancellation clause may take effect, at the discretion of Serendipity Catering.

Indemnity

Caterer does not assume or accept any responsibility for damages to the location, loss of personal articles, or broken or unreturned rentals unless specifically caused by the willful negligent actions or conduct of caterer or its staff.

Regulatory Notices

Caterer abides by all Health Department regulations, including those related to maintaining food at safe temperatures. Caterer cannot guarantee the safety of food provided, once food has left its care.

Food not consumed during the duration of the event is the responsibility of Serendipity Catering. Due to Health Department regulations we are not permitted to leave leftover food after the catered meal is complete.

Any food retained by client is done so in full acknowledgement of any potential risk. Client agrees to hold Caterer and its staff harmless from any and all damage or loss caused by client retaining and consuming food after an event has taken place.

Please note that consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

Colorado State Law prohibits caterers from obtaining any liquor license and from buying and reselling alcoholic beverages. Alcohol orders will need to be placed with proper vendors, and payments for such made directly to those vendors.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Signatures:

Accepted by client:

Name

Date

Signature

Title (if applicable)

Accepted by caterer:

Laura Zaspel, Owner

Serendipity Catering
7110 W Colfax Ave,
Lakewood, CO 80214
Office: 303.561.3663
Fax: 303.468.2204

**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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	Tashmo Ko Co		
	2 Business name/disregarded entity name, if different from above.		
	Serendipity Catering		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____		Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
7110 W Colfax Ave			
6 City, state, and ZIP code			
Lakewood, CO 80214			
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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	4		1	5	1	5	9	0	6

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 <u>3 June 2024</u>
------------------	--------------------------	-------------------------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2024

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 CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Diana Rojas PHONE (A/C, No, Ext): (720) 330-7909 FAX (A/C, No): (303) 799-0156 E-MAIL ADDRESS: Diana.Rojas@thinkccig.com
	INSURER(S) AFFORDING COVERAGE
INSURED Tashmo Ko, Co. dba: Serendipity Catering 7110 W. Colfax Ave. Lakewood, CO 80214	INSURER A : Twin City Fire Insurance Company NAIC # 29459
	INSURER B : Pinnacol Assurance NAIC # 41190
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		34SBAAC6113	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							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
							EMPLOYEE BENEFIT \$ 2,000,000
A	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			34UECAC6298	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR X EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			34SBAAC6113	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below			4154857	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Liquor Liability			34SBAAC6113	4/1/2024	4/1/2025	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As required by written contract or written agreement, the Certificate Holder is included as Additional Insured for ongoing operations under General Liability.

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

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

This FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “**First Addendum**”) is entered into the 20th day of November, 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ALLIED WASTE TRANSPORTATION, INC. d/b/a REPUBLIC SERVICES OF DENVER, a Delaware corporation (the “**Contractor**”). The District and the Contractor are referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, Leyden Rock Metropolitan District No. 1 and the Contractor entered into an Independent Contractor Agreement, effective November 20, 2024, for trash removal and recycling services, as subsequently amended from time to time (the “**Agreement**”); and

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

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

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

WHEREAS, the Parties desire to replace the Compensation/Payment Schedule in Exhibit A with the Compensation/Payment Schedule in **Addendum 1** attached hereto.

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

AGREEMENT

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

2. Renewal. The Parties hereby renew the Agreement for fiscal year 2025. This First Addendum shall be effective on January 1, 2025 and shall terminate at midnight on December 31, 2025. Notwithstanding the foregoing, unless terminated pursuant to subsection (i), 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. Prior Provisions Effective. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

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

[Signature pages follow.]

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

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

By: _____
Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

District's Signature Page to First Addendum to Independent Contractor Agreement for Solid Waste Services with Leyden Rock Metropolitan District, dated November 20, 2024

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

By: _____
Its: _____

*Contractor's Signature Page to First Addendum to Independent Contractor Agreement for
Solid Waste Services with Leyden Rock Metropolitan District, dated November 20, 2024*

ADDENDUM 1

Size	Cont. Grp.	Type	Size	Qty	Acct. Type	C/O	Grid	Serv. Freq.	S	P.Q. Req	L/F Code	L.O.B.	Bill Freq.	Charges – Non-Scheduled	Charges – Basic Service
1	1	CA	0.48	1443	P	N	Trash	1x/wk	N	Y	FHMT	30	Monthly	\$10.92	\$15,757.65
1	2	RC	0.48	1443	P	N	Recycle	EOW	N	Y	APAL	7a	Monthly	\$4.42	\$6,378.06
1		CO	6yd	1	P	N	Trash	1x/wk					Monthly		\$109.20
1		CO	6yd	1	P	N	Recycle	1x/wk					Monthly		\$156.00

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Timberline Mechanical Systems, LLC

Title of Agreement/Contract: HVAC System Maintenance

Agreement/Contract Date: November 20, 2024

This Contract (this “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 as of 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 this 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. The District shall provide compensation for the Services provided under this Agreement 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 such expenses being incurred. 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 shall 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. Notwithstanding the foregoing, repairs/claims does not include weather worn property damage. Weather worn property damage will be reported by the Contractor to the District but the Contractor will not compensate the District for this type of damage.

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 guarantees and warrants 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 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.

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 designated location, general aggregate; and \$1,000,000 umbrella; (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. To the extent allowed by law, 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 workers' 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. Either party may terminate this Agreement for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the District shall compensate the Contractor for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. The District shall make this payment 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 are 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 the 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

Labor and Material Price Breakdown

Ln #	Qty	Description	Unit Price	Ext. Price
1	5.94	Preventive Maintenance Labor Rate 2024	\$117.00	\$694.98
2		SubTotal- Labor		\$694.98
3	1	Pleated 20X20X1 (F-1)	\$5.92	\$5.92
4		SubTotal- January Materials		\$5.92
5	1	Pleated 20X20X1 (F-1)	\$5.92	\$5.92
6		SubTotal- May Materials		\$5.92
7	1	Pleated 20X20X1 (F-1)	\$5.92	\$5.92
8		SubTotal- September Materials		\$5.92
			SubTotal	\$712.74
			Sales Tax	\$0.00
			Shipping	\$0.00
			Total	\$712.74

Timberline Mechanical Systems
 QUOTE DETAIL REPORT WITH ESTIMATED HOURS
 Service Management Series
 Quote Number: LEY1768 21

CUSTOMER:	LEYROC	LOCATION:	
SALESPERSON:	TOMCHER	LEY1768PM	
QUOTE TYPE:	FM CONTRACT	Leyden Rock CC - FM Contract	
QUOTE AMOUNT:	\$712.74	17685 W. 83rd Drive	
QUOTE DATE:	8/17/2021	Arvada CO 80007	
QUOTE EXPIRATION DATE:	12/31/2024		
CONTRACT DAY OF BILLING:	99		
	12/31/2025		
	TMSQ20457		
	C-PM		
	1 Year Only		

	BILLING AMOUNT	ESTIMATED HOURS
EQUIPMENT	\$0.00	
MATERIAL	\$17.76	
Labor Category1	\$694.98	5.94
Labor Category2	\$0.00	0.00
TOTAL LABOR	\$694.98	
SUBCONTRACTOR	\$0.00	
OTHER	\$0.00	
	-----	----
TOTAL AMOUNT	\$712.74	5.94

EQUIPMENT AND TASKS INCLUDED IN THIS ESTIMATE

SUBLOCATION: -BLDG-

EQUIPMENT ID	EQUIPMENT TYPE	MANUFACTURER ID	MODEL NUMBER	SERIAL NUMBER
-BLDG-				

Contract Year: 1/1/2025 - 12/31/2025

TASK CODE	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
.25TTJAN	.25 HR TT JAN	0.25												0.25
.25TTMAY	.25 TT MAY					0.25								0.25
.25TTSEP	.25 TT SEPTEMBER									0.25				0.25
Total Hours for Contract Year: 1/1/2025 - 12/31/2025		0.25	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.75
Total Hours for Equipment -BLDG-		0.25	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.25	0.00	0.00	0.00	0.75

SUBLOCATION: BSM? STORAGE RM

SCHEDULE A

EQUIPMENT ID	EQUIPMENT TYPE	MANUFACTURER ID	MODEL NUMBER	SERIAL NUMBER										
SP-1	SUMP PUMP	DOELLER												
Contract Year: 1/1/2025 - 12/31/2025														
TASK CODE	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ACC-SSM	Service Access- SS	0.08												0.08
SUB-SSM	Service Submerse Pump- SS	0.42												0.42
Total Hours for Contract Year: 1/1/2025 - 12/31/2025		0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50
Total Hours for Equipment SP-1		0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50

SUBLOCATION: MECH ROOM

EQUIPMENT ID	EQUIPMENT TYPE	MANUFACTURER ID	MODEL NUMBER	SERIAL NUMBER										
F-1	FURNACE	CARRIER	59SC2C100S2111120	1415M46623										
Contract Year: 1/1/2025 - 12/31/2025														
TASK CODE	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ACC-SSB	Service Access- SS	0.08				0.08				0.08				0.24
CBP-SSB	Service Combustion Blower- SS									0.16				0.16
EVAP-SSB	Service Evaporative Coil- SS					0.25								0.25
GAS-SSB	Service Gas Train- SS									0.33				0.33
CTR-SSBS	Service Control Panel- SS									0.16				0.16
FIC-SSBS	Filter Change- SS	0.16				0.16				0.16				0.48
SFD-SSBS	Service Direct Drive Supply Fan- SS									0.25				0.25
HFS-SSH	Clean Flame Sensing Rod & Igniter									0.16				0.16
IHX-SSH	Inspect Heat Exchanger-SS					0.50								0.50
Total Hours for Contract Year: 1/1/2025 - 12/31/2025		0.24	0.00	0.00	0.00	0.99	0.00	0.00	0.00	1.30	0.00	0.00	0.00	2.53
Total Hours for Equipment F-1		0.24	0.00	0.00	0.00	0.99	0.00	0.00	0.00	1.30	0.00	0.00	0.00	2.53

EQUIPMENT ID	EQUIPMENT TYPE	MANUFACTURER ID	MODEL NUMBER	SERIAL NUMBER										
WH-1	WATER HEATER	STATE												
Contract Year: 1/1/2025 - 12/31/2025														
TASK CODE	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ACC-SSH	Service Access- SS									0.08				0.08
WBT-SSH	Service Water Boiler Electrical Trim-SS									0.16				0.16
TAN-SSBS	Service Tank- SS									0.33				0.33
OPPT-SSBS	Check Heat Operation									0.12				0.12

SCHEDULE A

Total Hours for Contract Year: 1/1/2025 - 12/31/2025 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.69 0.00 0.00 0.00 0.69

Total Hours for Equipment WH-1 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.69 0.00 0.00 0.00 0.69

SUBLOCATION: WEST BLDG

EQUIPMENT ID	EQUIPMENT TYPE	MANUFACTURER ID	MODEL NUMBER	SERIAL NUMBER
CU-1	CONDENSING UNIT	CARRIER	24ABB360A340	3515E12222

Contract Year: 1/1/2025 - 12/31/2025

TASK CODE	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
ACC-SSC	Service Access- SS					0.08								0.08
CFD-SSC	Service Direct Drive Condenser Fan- SS					0.16								0.16
CHE-SSC	Service Hermetic Compressor- SS					0.33								0.33
CON-SSC	Service Condenser Coil- SS					0.08								0.08
DIS-SSC	Service Disconnect Switch- SS					0.16								0.16
CTR-SSCS	Service Control Panel- SS					0.16								0.16
PW-SSCS	Power Washing, Standard Coils- SS					0.50								0.50

Total Hours for Contract Year: 1/1/2025 - 12/31/2025 0.00 0.00 0.00 0.00 1.47 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 1.47

Total Hours for Equipment CU-1 0.00 0.00 0.00 0.00 1.47 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 1.47

Total Hours for Contract Year 0.99 0.00 0.00 0.00 2.71 0.00 0.00 0.00 2.24 0.00 0.00 0.00 5.94

SCHEDULE A

**INDEPENDENT CONTRACTOR AGREEMENT
CLEANING SERVICES**

This INDEPENDENT CONTRACTOR AGREEMENT, including all exhibits attached hereto (the “**Agreement**”), is entered into as of the 26th day of September 2024, by and between LEYDEN ROCK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and THE HELPING HAND, LTD., a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein 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

I. SCOPE OF SERVICES

A. Services. The Contractor shall provide all labor and materials necessary to fulfill the duties and responsibilities (the “**Services**”) as described in **Exhibit A** (the “**Scope of Services**”) and in Article III of this Agreement. In the case of conflict, terms in this Agreement superseded those in Exhibit A. The Contractor can only obligate the District as explicitly provided in this Agreement or as authorized by the District’s Board of Directors (the “**Board**”).

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If the Contractor proceeds without such written authorization, the Contractor shall be deemed to have waived any claim for additional compensation, including claims based on the theory of unjust

enrichment, quantum meruit, or implied contract. Except as expressly provided herein or as otherwise provided in writing by the District, no agent, employee, or representative of the District is authorized to modify any term of this Agreement.

C. Additional Services. The District may request that the Contractor provide additional services not set forth in the Scope of Services. The terms and conditions of such services shall be subject to agreement of the Contractor and the District pursuant to a written service or work order 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.

D. 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. The Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor shall maintain public safety while also taking all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim. The Contractor shall provide 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 or under the care, custody, or control of the Contractor or any of its subcontractors.

II. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of January 1, 2025 and continue until December 31, 2025 or until terminated as provided herein this Article II.

B. Termination by Completion of Services. This Agreement shall automatically terminate should all Services contracted for be completed.

C. Termination for Convenience. This Agreement may be terminated for convenience by either Party upon delivery of thirty (30) days' prior written notice to the non-terminating party, provided that the terminating party has not failed to materially perform in accordance with the terms, covenants, and conditions of this Agreement and is not otherwise in default of any of the terms of this Agreement.

D. Termination for Cause. If a Party defaults of this Agreement, the non-defaulting Party will notify the defaulting Party. The defaulting Party has ten (10) days from receiving the notice to cure the default. If the default cannot be cured within ten (10) days but the defaulting Party is actively pursuing a cure, a reasonable extension may be granted at the sole discretion of the non-defaulting Party. The nature of the default will be considered in determining whether and extension is granted.

1. If a default is not cured as outlined in Article II.D., the non-defaulting party can terminate this Agreement for cause and enforce the defaulting party's obligations through legal means. The non-defaulting party can terminate at any time after the failure to cure, by providing written notice to the defaulting party. This notice must include the cause for termination and the defaulting Party's failure to cure.

2. If a Party becomes bankrupt, assigns assets for creditor benefit, or materially breaches this Agreement, the other Party is excused from further performance and the Agreement is automatically terminated for cause. A Party is considered bankrupt from the bankruptcy petition filing date, regardless of the bankruptcy chapter.

E. Upon Termination. If this Agreement is terminated, the Contractor will be paid for all Services satisfactorily performed prior to the termination date. The Contractor will assist the District in transitioning all work and work product, with no additional charges for this transition.

F. Automatic Renewal. This Agreement renews automatically each January 1 for an additional year unless (i) all Services have been completed and it terminates automatically; (ii) it is terminated for cause or convenience under Article II; or (iii) the District decides not to fund this Agreement for the next year.

III. PROFESSIONAL STANDARDS AND RESPONSIBILITY

A. Preliminary Examination. The Contractor has assessed: (i) the nature and location of the Services; (ii) the ground configuration for performing the Services; (iii) the necessary labor, materials, equipment, and facilities; (iv) the general and local conditions related to the Services; and (v) all other factors affecting the Services. The Contractor enters this Agreement based solely on these assessments, not of any representations not in this Agreement made by the District or its agents.

B. Performance. The Contractor must provide Services under this Agreement with the same level of care and skill typically exercised by professionals in the same field under similar circumstances. The Contractor will perform the Services within the specified time and will minimize disruption to the District. The Contractor has or will acquire the necessary skill and experience to perform the Services to professional standards. If the Contractor's performance does not meet these standards, the Contractor will re-perform the Services at the District's request, without additional compensation.

C. Timeliness. The Contractor will use reasonable efforts to complete the Services promptly. If delays occur due to uncontrollable factors or expected changes in the scope or type of services, the contractor will notify the District promptly and negotiate an adjustment of time and/or compensation. 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 Acts 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.

D. Compliance. The Contractor will comply with all Laws while providing Services. "Laws" include federal, state, county, and local laws, regulations, and ordinances; licensing, bonding, and permit requirements; hazardous waste storage, use, and disposal laws; safety and health regulations, including the Occupational Safety and Health Act of 1970; Wage and Hour laws, Worker Compensation laws, immigration laws; and Colorado Department of Public Health and Environment rules and regulations.

E. Monthly Status Report. At the District's request, the Contractor will provide a narrative status report by the 25th of each month. This report will outline work progress, results, Services performed, and anticipated Services ("**Monthly Report**"). The District may waive or extend the report deadline if it's in its interest.

F. Performance Obligations. The Contractor's responsibilities and obligations under this Agreement are not affected by the presence of any District agent, consultant, subconsultant, or employee. District review, acceptance, or approval of the Services or documents does not relieve the Contractor of responsibility for deficiencies, omissions, or errors, nor does it waive any rights under this Agreement.

G. Subcontractors. 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 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 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 in Article VII. Prior to commencing any Services, the Contractor shall provide evidence to the District of the subcontractor's insurance coverage, which must meet or exceed the requirements of this Agreement. The Contractor 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.

IV. COMPENSATION

A. General. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A** (the "**Compensation Schedule**"). 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**.

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:

1. An itemized statement of the Services performed.

2. 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 or 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.

C. Timing for Payment. The District will pay for the Services within thirty (30) days of receipt of a satisfactory invoice and, if applicable, a detailed Monthly Report. If a Board meeting cannot be scheduled in time to review an invoice, the Board authorizes payment as long as it does not exceed the budgeted amount.

D. Reimbursable Expenses. 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 the Compensation Schedule, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Any request for reimbursement must be accompanied by receipts or other acceptable proof of expenditure. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost.

V. INDEPENDENT CONTRACTOR

A. General. The Contractor is an independent contractor and shall make no representation that it is a District employee for any purpose. Notwithstanding any other provision of this Agreement, all employees or agents of the Contractor shall be, and remain at all times, employees or agents of the Contractor for all purposes. The Contractor shall have full authority to select the means and method of performing its duties under this Agreement, without detailed control or direction from the District. The Contractor shall be responsible for supervising its own employees, subconsultants, subcontractors, agents, and representatives.

B. Insurance Coverage and Employment Benefits. The District is not obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind for the Contractor or its employees, subconsultants, subcontractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income, tax contributions, insurance contributions (e.g., Federal Insurance Contributions Act ("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, subcontractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or subcontractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor acknowledges that the Contractor and its employees, subconsultants, subcontractors, agents, and representatives are not entitled to workers' compensation benefits, and are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District. The Contractor**

further acknowledges that it is obligated to pay federal and state income taxes on any moneys earned or paid pursuant to this Agreement.

C. 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.

D. Confidentiality. The Contractor must keep all information confidential that the District deems confidential or that could harm the District if disclosed. However, this does not include information that is public, provided by a third party not bound by confidentiality to the District, or independently developed by the Contractor without using the District's confidential information. If the District notifies the Contractor that certain information is confidential, the Contractor must agree to a confidentiality agreement. The Contractor must ensure that its employees, agents, or subcontractors with access to the District's confidential information understand and agree to these obligations.

E. 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 security procedures and practices that are in compliance with industry standards and best practices, and are appropriate to the nature of the Personal Identifying Information disclosed to the Contractor 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.

F. Conflicts. The Contractor must inform the District of any conflicts of interest or situations that could impact its ability to provide unbiased and effective services to the District.

G. Ownership of Documents. All documents produced by the Contractor for this Agreement remain the property of the District. The Contractor must provide the District with these documents at the District's request and keep copies on file for two years after termination of this Agreement.

H. Liens and Encumbrances. The Contractor has no right or interest in any District assets, or any claim or lien with respect to them, arising out of this Agreement or the performance of the Services. The Contractor waives and releases any lien claims, and will provide indemnification against all such liens for labor performed and/or materials supplied or used in connection with the Services.

I. Assignment. The Contractor cannot assign this Agreement or its duties, without the written consent of the District. Any attempt to do so will be null and void.

VI. INSURANCE

A. General. The Contractor must maintain insurance coverage as set forth in **Exhibit C** during the entire term of this Agreement. The Contractor must notify the District within ten (10) days if its insurance coverage is cancelled or materially changed. The District has the right to confirm all coverage, information, or representations at any time.

B. Insurance Certificates. Before starting any work under this Agreement, the Contractor must provide the District with a certificate evidencing the required insurance policies. The Contractor must also ensure that its subcontractors maintain the required insurance coverage for the duration of their work on the project. If the required coverage expires, the Contractor must provide replacement certificate(s) to the District.

C. Failure to Acquire or Maintain Insurance. The Contractor's failure to acquire or maintain the required insurance does not release it from any obligations in this Agreement. The Contractor is responsible for the payment of any deductibles on issued policies.

VII. INDEMNIFICATION

A. District Indemnitees. 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**,” and individually, a “**District Indemnitee**”), from all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the “**Claims**”), including reasonable legal expenses and attorneys’ fees, by the District Indemnitees arising from the Contractor or any of its subcontractors, officers, agents, or employees' errors, negligence, misconduct, or any criminal or tortious act in connection with this Agreement and/or the Contractor’s performance. The Contractor is not obligated to indemnify the District Indemnitees for the District's negligence. This indemnification obligation will not be limited by any limitation on the amount or types of damages, compensation, or benefits payable by the Contractor under workers’ compensation acts, disability acts, or other employee benefit acts, and may include special, consequential, or punitive damages.

B. Relevant Claims. In the event the Contractor fails to assume the defense of any Claims under this Article VII 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 shall pay all reasonable expenses of such counsel.

C. Relevant Insurance Coverage. 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 this Article VII. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

VIII. 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.

IX. MISCELLANEOUS

A. Notices. Any notice or communication required under this Agreement must be in writing, and shall be given personally, sent via nationally recognized overnight carrier service, or sent by registered or certified mail, return receipt requested. If sent by registered or certified mail, notice 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, 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 Article IX, designate additional persons to whom notice 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 notice or communications will be given to the parties at their addresses set forth below:

District:

Leyden Rock Metropolitan District
c/o Advance HOA Management, Inc.
PO Box 370390
Denver, CO 80237
Attention: Katie Call
Phone: (303) 482-2213 x360
Email: katie.call@advancehoa.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attention: Megan Murphy
Phone: (303) 858-1800

E-mail: mmurphy@wbapc.com

Contractor: The Helping Hand, Ltd.
16682 W. 86th Drive
Arvada, CO 80007
Attention: Laura A. Dean
Phone: (307) 399-0071
Email: thehelpinghand.ld@gmail.com

B. Audits. The District may audit the Contractor's necessary books and records to substantiate invoices and payments under this Agreement, with reasonable notice. The Contractor must maintain these records during the Agreement's term and for 3 years after its termination, and make them accessible to the District upon request.

C. Entire Agreement. This Agreement, which supersedes all prior negotiations and agreements related to the Services, represents the complete understanding between the Parties. Any modifications must be in writing and signed by both Parties.

D. Binding Agreement. This Agreement is binding on the Parties' heirs, executors, administrators, successors, and assigns.

E. No Waiver. A waiver of any provision in this Agreement doesn't imply a waiver of any other provision, nor does it constitute a continuous waiver unless expressly stated. Waiving a default doesn't mean waiving any futures default.

F. Good Faith of Parties. During the Agreement's performance or when considering any requests, the Parties agree to act in good faith and not unreasonably delay or withhold any required or requested approval, acceptance, consent, or time extension.

G. Subject to Annual Appropriation and Budget. The District doesn't intend to create a multi-year financial obligation. The Contractor understands the District's obligations extend only to funds appropriated for this Agreement and won't constitute a mandatory charge in any subsequent fiscal year. This Agreement doesn't delegate governmental powers or create a lien on District funds. The District's obligations are subject to annual budgeting and appropriations.

H. Governmental Immunity. This Agreement doesn't waive, limit, or modify any governmental immunity available to the District, its officials, employees, contractors, agents, or any person acting on its behalf particularly under the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

I. Negotiated Provisions. This Agreement won't be interpreted more strictly against one Party, acknowledging that both Parties contributed to its preparation.

J. Severability. If any part of this Agreement is declared invalid, it won't affect the rest of the Agreement. A similar and enforceable provision will replace any invalid provision.

K. No Third-Party Beneficiaries. Enforcement of this Agreement and all related rights are reserved to the Parties. No third party can claim any rights under this Agreement. Any non-party receiving benefits under this Agreement is an incidental beneficiary.

L. Open Records. All material under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

M. Certificate of Good Standing. The Contractor represents it is in good standing with the Colorado Secretary of State, a Certificate of Good Standing is, attached as **Exhibit D**.

N. Warranty. The Contractor hereby guarantees that all workmanship, materials, and equipment provided for the Services will be of good quality and new, unless specified otherwise in this Agreement. The Contractor also warrants that its work will comply with all requirements of this Agreement and all applicable laws, ordinances, codes, rules, and regulations. The District's satisfaction and acceptance of the Services are required, but payment for completed Services does not constitute final acceptance or discharge the Contractor's obligation to correct future defects. These warranties complement, not replace, any other warranties under Colorado law.

O. 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 the Contractor with a copy of its certificate of tax exemption. The 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 its subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

P. Headings for Convenience Only. The provision headings, captions, and titles in this Agreement are for convenience and reference only and are not intended to define, limit, or describe any provisions scope or intent.

Q. Counterpart Execution. This Agreement can be executed in several counterparts, all together constituting one instrument. Executed copies delivered by facsimile or PDF email are deemed original, binding upon the signatories, and hold the same force and effect as the original, including for court proceedings.

[Signature pages follow].

Each Party, by the signature of its representative below, confirms that it has authorized said representative to execute this Agreement.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2024, by _____, as the _____ of LEYDEN ROCK
METROPOLITAN DISTRICT.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***District's Signature Page to Independent Contractor Agreement for Cleaning Services with
the Helping Hand, Ltd., dated September 26, 2024***

CONTRACTOR:

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

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by _____, as the _____ of THE HELPING HAND, LTD.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Contractor's Signature Page to Independent Contractor Agreement for Cleaning Services with Leyden Rock Metropolitan District, dated September 26, 2024

EXHIBIT A

SCOPE OF SERVICES & COMPENSATION SCHEDULE

Leyden Rock Janitorial Services							
- 2x's week year round for clubhouse cleaning (Monday + Friday)							
Month	# of Cleanings for Clubhouse	Base Cost for Clubhouse	# of cleaning for pool area	Base Cost for Pool Season	Additional Cost for Pool Restrooms, Grill Area, Deck Trash (cost per cleaning \$100)	Deep Cleaning prior to pool opening (May 23, 2025)	Month Total
Jan-25	9	\$200.00			\$0.00		\$1,800.00
Feb-25	8	\$200.00			\$0.00		\$1,600.00
Mar-25	9	\$200.00			\$0.00		\$1,800.00
Apr-25	8	\$200.00			\$0.00		\$1,600.00
May-25	9	\$200.00	9	\$100.00	\$900.00	\$145.00	\$2,845.00
Jun-25	9	\$200.00	30	\$100.00	\$3,000.00		\$4,800.00
Jul-25	8	\$200.00	31	\$100.00	\$3,100.00		\$4,700.00
Aug-25	9	\$200.00	31	\$100.00	\$3,100.00		\$4,900.00
Sep-25	9	\$200.00	1	\$100.00	\$100.00		\$1,900.00
Oct-25	9	\$200.00			\$0.00		\$1,800.00
Nov-25	8	\$200.00			\$0.00		\$1,600.00
Dec-25	9	\$200.00			\$0.00		\$1,800.00
TOTALS				#####			\$31,145.00

Schedule:
Clubhouse: Monday & Friday's
POOL SEASON: Memorial Day Weekend (5/23/2025) until Labor Day week (9/1/2025)

EXTRA:
After social event cleaning: \$140
Disinfection: \$65

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

Note: All required insurance must comply with Article VI of this Agreement.

1. Standard workers' 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 \$2,000,000 per occurrence for bodily injury and property damage; \$2,000,000 aggregate for designated locations; and \$1,000,000 umbrella. This insurance shall cover contractual liability, personal injury, broad form property damage, and all major divisions of coverage including:
 1. premises operations;
 2. personal injury liability without employment exclusion;
 3. limited contractual;
 4. broad form property damages, including completed operations;
 5. medical payments;
 6. products and completed operations;
 7. independent consultants coverage; and
 8. coverage includes construction consulting, including liability from construction defects, design negligence, and safety regulation breaches.

This policy must cover indemnification obligations in this Agreement related to bodily injury or property damage.

3. Comprehensive auto liability insurance covering all vehicles used in the Services, with limits of not less than \$1,000,000 for bodily injury, property damage, and third-party liabilities. **This policy must cover indemnification obligations in this Agreement related to bodily injury or property damage.**
4. If the Contractor's services involve handling of the District's money or property, or if the Contractor's services involve access to sensitive information of the District which, if misused, could result in financial loss to the District, 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 including, but not limited to, workers' compensation insurance, professional liability insurance, and cyber liability insurance, as commonly required for the type of services.

EXHIBIT C-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

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

Requisition No. 19

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 \$11,687.07.

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

Leyden Rock Metropolitan District

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

Payment of capital invoices

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

See previously provided 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 9th day of October, 2024.

Signed by:
Brett Vernon

District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 1 Total				2,641,085.68	01/04/23
Requisition No. 2 Total				237,457.05	01/06/23
Requisition No. 3 Total				124,750.00	01/12/23
Requisition No. 4 Total				47,807.79	01/25/23
Requisition No. 5 Total				8,347.49	02/22/23
Requisition No. 6 Total				7,498.75	03/17/23
Requisition No. 7 Total				84,504.79	06/08/23
Requisition No. 8 Total				110,682.19	06/30/23
Requisition No. 9 Total				54,211.10	08/31/23
Requisition No. 10 Total				56,513.29	09/28/23
Requisition No. 11 Total				53,930.50	11/13/23
Requisition No. 12 Total				4,736.15	12/14/23
Requisition No. 13 Total				47,360.23	01/11/24
Requisition No. 14 Total				12,734.95	02/13/24
Requisition No. 15 Total				158,021.85	03/11/24
Requisition No. 16 Total				62,256.65	05/15/24
Requisition No. 17 Total				61,727.60	05/30/24
Requisition No. 18 Total				54,002.70	09/05/24
Requisition No. 19	7967	The Architerra Group, Inc.	09/10/24	11,687.07	
Requisition No. 10 Total				11,687.07	
Total Requisitioned				\$ 3,839,315.83	



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

INVOICE #	7967
DATE	9/10/2024
DUE DATE	10/10/2024
P.O. #	

BILL TO:

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

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared preliminary City submittal - community parcels, coordinated with subconsultants, and misc. coordination.</p> <p>LABOR: L Dominguez - 52.75 hrs @ \$115/hr J St. George-Schreder - 62 hrs @ \$85/hr Labor Subtotal</p> <p>EXPENSES: 96 miles @ \$.67/mile 382 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal</p>	<p>6,066.25 5,270.00 11,336.25</p> <p>64.32 286.50 350.82</p> <p><u>\$11,687.07</u></p>

Contract Amount	Contract Remaining	Percent Complete
\$452,892.35	\$301,672.48	33%

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

Certificate Of Completion

Envelope Id: F36C7DB98682406AA52C5BC4F009E190	Status: Completed
Subject: Complete with DocuSign: 2021 Project Fund Requisition No. 19.pdf	
Client Name: LRMD	
Client Number: 011	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CLA Operations
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Holly.Hayes@claconnect.com
	IP Address: 47.186.212.78

Record Tracking

Status: Original	Holder: CLA Operations	Location: DocuSign
10/9/2024 2:30:34 PM	Holly.Hayes@claconnect.com	

Signer Events

Brett Vernon
 brett.vernon@leydenrocklife.com
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 644222FA228E43A...

Timestamp

Sent: 10/9/2024 2:35:11 PM
 Viewed: 10/14/2024 12:23:50 PM
 Signed: 10/14/2024 12:24:09 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 71.33.131.246

Electronic Record and Signature Disclosure:

Accepted: 10/14/2024 12:23:50 PM
 ID: 18e21dbd-354e-49b1-8241-0d112792e96f

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Allison L. Williams
 allison.l.williams@claconnect.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 10/9/2024 2:35:11 PM
 Viewed: 10/14/2024 12:29:44 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10/9/2024 2:35:11 PM
Certified Delivered	Security Checked	10/14/2024 12:23:50 PM
Signing Complete	Security Checked	10/14/2024 12:24:09 PM
Completed	Security Checked	10/14/2024 12:24:09 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

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

Requisition No. 20

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 \$93,760.71.

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

Leyden Rock Metropolitan District

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

Payment of capital invoices

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

See previously provided 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 12th day of November, 2024.

Signed by:
Brett Vernon

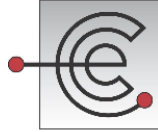
District Representative

**Leyden Rock Metro District
Requisition Summary**

Bond Requisition Number	Invoice number	Vendor Name	Date	Invoice Amount	Date Paid
Requisition No. 1 Total				2,641,085.68	1/4/2023
Requisition No. 2 Total				237,457.05	1/6/2023
Requisition No. 3 Total				124,750.00	1/12/2023
Requisition No. 4 Total				47,807.79	1/25/2023
Requisition No. 5 Total				8,347.49	2/22/2023
Requisition No. 6 Total				7,498.75	3/17/2023
Requisition No. 7 Total				84,504.79	6/8/2023
Requisition No. 8 Total				110,682.19	6/30/2023
Requisition No. 9 Total				54,211.10	8/31/2023
Requisition No. 10 Total				56,513.29	9/28/2023
Requisition No. 11 Total				53,930.50	11/13/2023
Requisition No. 12 Total				4,736.15	12/14/2023
Requisition No. 13 Total				47,360.23	1/11/2024
Requisition No. 14 Total				12,734.95	2/13/2024
Requisition No. 15 Total				158,021.85	3/11/2024
Requisition No. 16 Total				62,256.65	5/15/2024
Requisition No. 17 Total				61,727.60	5/30/2024
Requisition No. 18	7910	The Architerra Group, Inc.	7/9/2024	4,710.00	
Requisition No. 18	7882	The Architerra Group, Inc.	7/23/2024	2,365.00	
Requisition No. 18	6657	Communication Construction & Engineering Inc.	7/31/2024	9,871.80	
Requisition No. 18	6658	Communication Construction & Engineering Inc.	7/31/2024	26,910.45	
Requisition No. 18	7925	The Architerra Group, Inc.	8/6/2024	10,145.45	
Requisition No. 18 Total				54,002.70	9/5/2024
Requisition No. 19	7967	The Architerra Group, Inc.	9/10/2024	11,687.07	
Requisition No. 19 Total				11,687.07	10/15/2024
Requisition No. 20	6696	Communication Construction & Engineering Inc.	8/30/2024	5,200.00	
Requisition No. 20	7994	The Architerra Group, Inc.	10/8/2024	29,078.15	
Requisition No. 20	6760	Communication Construction & Engineering Inc.	10/17/2024	3,754.61	
Requisition No. 20	11052024	City of Arvada	11/5/2024	1,780.00	
Requisition No. 20	8020	The Architerra Group, Inc.	11/11/2024	53,947.95	
Requisition No. 20 Total				93,760.71	
Total Requisitioned				\$ 3,933,076.54	

Communication Construction & Engineering, Inc.

901 E 73rd Ave
 Denver, CO 80229-6816



INVOICE

BILL TO
 Katie Call
 Leyden Rock Metropolitan District c/o Advance HOA Management
 17865 W. 83rd Drive
 Arvada, Colorado 80007
 United States

INVOICE 6696
DATE 08.30.2024
DUE DATE 09.29.2024

SALES REP
 Norm

DESCRIPTION	QTY	RATE	AMOUNT
Pricing below for work at Leyden Rock on West side of Yule way. We will apply for address assignment, Electrical permit, Xcel application, coordination for inspections. We will install a 200amp meter pedestals w/100amp main breaker panel to supply power to one monument sign & GFCI outlet. We will install a plastic pull box next to the sign to extend a connection to the existing monument and install a GFCI outlet on the back. Work based on drawings provided.			
Yule Way Existing Monument			
Electrical labor to install meters panels & hardware	1	1,950.00	1,950.00
Electrical connections to monument & GFCI outlet	1	1,625.00	1,625.00
Assumptions:	1	0.00	0.00

Unless stated otherwise, this Estimate does not include permit fees, traffic control, or bonds. All Engineering plans will be designed to meet the State of Colorado Subsurface Utility Engineering specifications for ASCE Quality Level D standards, or no higher than the Quality Level stated. If any agency requires a higher Quality Level than bid additional charges will apply. Wildlife, environmental, or stormwater impact studies are not included in this quote. Force Majeure- CCE is not responsible for any unforeseen circumstances. As-built plans are not included unless specifically mentioned in this Estimate. Price subject to change due to material cost increases beyond our control such as tariffs, or AHJ fee increases implemented after the date of this proposal. CCE will not perform private utility locates and CCE is not responsible for all un-located utilities and/or facilities. Pricing is based on favorable soil conditions. If we encounter difficult soils including but not limited to sandy or rocky conditions, or buried debris, there will be additional charges. We will make three bore attempts. If we are unsuccessful there will be a \$1,700.00 minimum charge and we will renegotiate. All work will be done during normal business hours. If during permitting any unknown work hour restrictions are found then there may be additional cost. If CCE will be utilizing an existing conduit, there will be additional charges for damaged, crushed, or contaminated conduit. All potholes in asphalt will be patched with cold patch only. Any concrete potholes will be restored based on AHJ regulations and this will be an additional charge. If the AHJ requires full panel replacement it will be an additional charge. This estimate is standalone and is for the location listed in the scope of work above and is not to be connected with any other projects that have been performed in the past or will be started in the future for any other location unless specified by CCE. This estimate must be signed and also include any customer issued PO's in acceptance to get placed on the job board and scheduled. By signing this Estimate the signor understands and agrees to the above listed assumptions.

Pricing below for Leyden Rock on the east side Yule Way. ROW permit, Electrical permit & Traffic control to directional bore a 1"UL HDPE pipe across Yule Way 75' and place a new plastic pull box to extend wiring to a GFCI outlet & an upright on rocket post to a future monument. Specific location to be staked by the HOA.

Mobilization	0	130.00	0.00
Obtaining Right of way permit.	0	360.00	0.00
Cost of Right of way permit.	0	540.00	0.00
Note: Permit costs are estimated and additional costs will be pass through.			
Traffic control per day.	0	400.00	0.00
Obtaining Traffic Control Plans per sheet.	0	195.00	0.00
(Labor & Equip.) Directional bore and place a 1" conduit. Does not include spoils control and potholing.	0	12.00	0.00
Vac Trailer for utility potholing and spoils control during directional drilling	0	1,920.00	0.00
(Materials) Provide 1" HDPE UL Listed conduit	0	0.79	0.00
Install mule tape in empty conduit.	0	0.75	0.00
Provide Mule Tape (per ft).	0	0.07	0.00
Install a 11"x 18"x 12" plastic Handhole.	0	360.00	0.00
Provide a 11"x 18"x 12" plastic Handhole.	0	70.20	0.00
Electrical connections to Rocket post light & GFCI outlet on east side	1	1,625.00	1,625.00
Project Manager Labor (Per Hour)	0	165.00	0.00
Assumptions:	1	0.00	0.00

Unless stated otherwise, this Estimate does not include permit fees, traffic control, or bonds.
 All Engineering plans will be designed to meet the State of Colorado Subsurface Utility Engineering specifications for ASCE Quality Level D standards, or no higher than the Quality Level stated. If any agency requires a higher Quality Level than bid additional charges will apply.
 Wildlife, environmental, or stormwater impact studies are not included in this quote.
 Force Majeure- CCE is not responsible for any unforeseen circumstances.
 As-built plans are not included unless specifically mentioned in this Estimate.
 Price subject to change due to material cost increases beyond our control such as tariffs, or AHJ fee increases implemented after the date of this proposal
 CCE will not perform private utility locates and CCE is not responsible for all un-located utilities and/or facilities.
 Pricing is based on favorable soil conditions. If we encounter difficult soils including but not limited to sandy or rocky conditions, or buried debris, there will be additional charges.
 We will make three bore attempts. If we are unsuccessful there will be a \$3,600.00/day minimum charge and we will renegotiate.
 All work will be done during normal business hours. If during permitting any unknown work hour restrictions are found then there may be additional cost.
 If CCE will be utilizing an existing conduit, there will be additional charges for damaged, crushed, or contaminated conduit.
 All potholes in asphalt will be patched with cold patch only. Any concrete potholes will be restored based on AHJ regulations and this will be an additional charge. If the AHJ requires full panel replacement it will be an additional charge.
 This estimate is standalone and is for the location listed in the scope of work above and is not to be connected with any other projects that have been performed in the past or will be started in the future for any other location unless specified by CCE.
 This estimate must be signed and also include any customer issued PO's in acceptance to get placed on the job board and scheduled. By signing this Estimate the signor understands and agrees to the above listed assumptions.

Thank you for your business.
 To pay via Card please contact the Account Executive you have been working with. Note, there is a 3.5% fee on top of the invoice amount for a credit card payment.

BALANCE DUE

\$5,200.00

Invoice terms are net 30. 1.5% interest per month and any attorney fees will be charged on invoices not paid in 30 days.

To pay with a credit card, a 3.4% processing fee will be added.
Contact your Sales Rep to have this set up.



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

INVOICE #	7994
DATE	10/8/2024
DUE DATE	11/7/2024
P.O. #	

BILL TO:

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

PROJECT 2309/Leyden Rock Master Planning

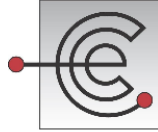
DESCRIPTION	TOTAL
<p>DESCRIPTION: Prepared initial city submittal, coordination with project team, and misc. coordination.</p>	
<p>LABOR: J St. George-Schreder - 84 hrs @ \$85/hr L Dominguez - 122 hrs @ \$115/hr M Taylor - 35 hrs @ \$155/hr Labor Subtotal</p>	<p>7,140.00 14,030.00 5,425.00 26,595.00</p>
<p>EXPENSES: 459 sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper 232 sq ft @ \$.75/sq ft Color Plotting - Plain Paper 50 miles @ \$.67/mile Expenses Subtotal</p>	<p>160.65 174.00 33.50 368.15</p>
<p>CONSULTANTS: Elevation Consulting Group (inv 1819)</p>	<p>2,115.00</p>
	<u>\$29,078.15</u>

Contract Amount	Contract Remaining	Percent Complete
\$452,892.35	\$272,594.33	40%

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

Communication Construction & Engineering, Inc.

901 E 73rd Ave
 Denver, CO 80229-6816



INVOICE

BILL TO
 Katie Call
 Leyden Rock Metropolitan District c/o Advance HOA Management
 17865 W. 83rd Drive
 Arvada, Colorado 80007
 United States

INVOICE 6760
DATE 10.17.2024
DUE DATE 11.16.2024

SALES REP
 Norm

DESCRIPTION	QTY	RATE	AMOUNT
C/O for additional costs incurred due to City of Arvada requirements. Extra SUE engineering costs to provide Plan & Profile drawings & bore logs to the City. Provide Concrete Flow fill materials and hot patch asphalt into core holes done in the street.			
(Labor) Right of way engineering of proposed utility-one call quality level "B". Potholing for engineering and mobilization for survey are listed on separate line items.	1	1,650.00	1,650.00
Additional Cost of Right of way permit.	1	886.509	886.51
Concrete Flow fill & Hot Patch asphalt Materials	1	1,218.10	1,218.10
Assumptions:	1	0.00	0.00
<ul style="list-style-type: none"> -Unless stated otherwise, this Estimate does not include permit fees, traffic control, or bonds. -All Engineering plans will be designed to the ASCE Quality Level and to meet the requirements listed on this Estimate. If any additional engineering is required above what was estimated additional charges may be required. -As-built plans are not included unless specifically mentioned in this Estimate. -Wildlife, environmental, or stormwater impact studies and mitigation plans are not included in this quote. -Force Majeure- CCE is not responsible for any unforeseen circumstances. -Price subject to change due to material cost increases beyond our control such as tariffs, or AHJ fee increases implemented after the date of this proposal -Pricing is based on favorable soil conditions. If we encounter difficult soils, including but not limited to sand, cobble, rock, or buried debris, there will be additional charges to continue work. -3 bore attempts will be made to get past any unfavorable soil conditions. If we are unsuccessful there will be a \$3,600.00/day minimum charge and we will renegotiate. -All work will be done during normal business hours. If during permitting any unknown work hour restrictions are found then there may be additional cost. -Pricing for utilizing an existing conduit assumes the conduit is not damaged, crushed, contaminated, overfull, or any other problems that make the conduit impassable. If these conditions are encountered CCE can provide investigation services to identify and repair damages for an additional fee. -If CCE will be utilizing an existing conduit, there will be additional charges for damaged, crushed, or contaminated conduit. CCE can provide investigation services to identify and repair damages. -All potholes in asphalt will be patched with cold patch only. Any concrete potholes will be patched with concrete mortar. All potholes will be filled with sand or squeegee. If the AHJ requires additional remediation, full panel replacement, flowfill, or anything above a simple patch there will be an additional charge. -CCE will not perform private utility locates and CCE is not responsible for all un-marked utilities and other facilities. Signor accepts responsibility for any damages un-marked private infrastructure. -CCE Payment terms are Net30 with payment made by check or ACH only. If a longer payment term or a different payment method is required it must be noted on this estimate or else additional charges and fee will incur. 			

This estimate is standalone and is for the location and project listed in the scope of work above and is not to be connected with any other projects or locations that have been performed in the past or will be started in the future.

This estimate must be signed and also include any customer issued PO's to get placed on the job board and then scheduled.

By signing this Estimate the signor understands and is agreement with the above listed assumptions and also agrees that this agreement shall supersede and replace all prior agreements and understandings, oral or written.

Thank you for your business.

To pay via Card please contact the Account Executive you have been working with. Note, there is a 3.5% fee on top of the invoice amount for a credit card payment.

Invoice terms are net 30. 1.5% interest per month and any attorney fees will be charged on invoices not paid in 30 days.

To pay with a credit card, a 3.4% processing fee will be added. Contact your Sales Rep to have this set up.

BALANCE DUE

\$3,754.61



[External] FW: City of Arvada Project Accepted - Payment by Leyden Rock Due within next 10 days

From Megan J. Murphy <mmurphy@wbapc.com>

Date Tue 11/5/2024 1:30 PM

To Pangindian, Gigi <Gigi.Pangindian@claconnect.com>; Williams, Allison L <Allison.L.Williams@claconnect.com>

Cc Marissa Peck <mpeck@wbapc.com>; Leyden Rock Metro District <katie.call@advancehoa.com>; Lesanne Dominguez <ldominguez@architerragroup.com>

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hi Gigi and Allison,

Please make a payment from the Capital Projects Fund for \$1,780 to the City of Arvada.

Information on payment is in the email below. Payment needs to be made within the next 10 days to keep the project moving forward.

Thanks,
Megan

MEGAN J. MURPHY
SHAREHOLDER

WHITE BEAR ANKELE TANAKA & WALDRON

P: 303.858.1800 | F: 303.858.1801 | D: 720.866.8028

[https://nam11.safelinks.protection.outlook.com/?](https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.whitebearankele.com%2F&data=05%7C02%7CAllison.L.Williams%40claconnect.com%7C0059925b9e804d55e80308dcfdd8b5ba%7C4aaa468e93ba4ee3ab9f6a247aa3ade0%7C0%7C0%7C638664354429960652%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=lj2pOC6v25HRdLa41J%2BVNt5z87miOL04Rm7%2Fh4cOcD8%3D&reserved=0)

[url=http%3A%2F%2Fwww.whitebearankele.com%2F&data=05%7C02%7CAllison.L.Williams%40claconnect.com%7C0059925b9e804d55e80308dcfdd8b5ba%7C4aaa468e93ba4ee3ab9f6a247aa3ade0%7C0%7C0%7C638664354429960652%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=lj2pOC6v25HRdLa41J%2BVNt5z87miOL04Rm7%2Fh4cOcD8%3D&reserved=0](http%3A%2F%2Fwww.whitebearankele.com%2F&data=05%7C02%7CAllison.L.Williams%40claconnect.com%7C0059925b9e804d55e80308dcfdd8b5ba%7C4aaa468e93ba4ee3ab9f6a247aa3ade0%7C0%7C0%7C638664354429960652%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=lj2pOC6v25HRdLa41J%2BVNt5z87miOL04Rm7%2Fh4cOcD8%3D&reserved=0)

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-----Original Message-----

From: Lesanne Dominguez <ldominguez@architerragroup.com>

Sent: Tuesday, November 5, 2024 1:17 PM

To: Megan J. Murphy <mmurphy@wbapc.com>
Subject: FW: City of Arvada Project Accepted

Megan - can coordinate this review fee to be paid in the next week or so?

Thank you!

- Lesanne

Lesanne Dominguez, PLA, ASLA
(303) 948-0766 o
(720) 371-6193 m

-----Original Message-----

From: hvangieson@arvada.org <hvangieson@arvada.org>
Sent: Friday, November 1, 2024 4:56 PM
To: Lesanne Dominguez <ldominguez@architerragroup.com>; sgreenburg@arvada.org
Subject: City of Arvada Project Accepted

The application for Leyden Rock - Community Improvements, DA2024-0086 has been accepted. Please go to arvadapermits.org to download your acceptance letter and to pay application fees. If your project is for a Master Development Plan, Site Plan or Minor Subdivision Final Plats you will be required to send a Notice of Administrative Application. In the attachments for the case, you will have a mailing notification template and a mailing affidavit. Mailing notification must be sent within the next 5 days to be in compliance with LDC 8-2-3-8, the acceptance letter will have the exact date for the letter to be sent, failure to send this notice may result in denial of your application.

The application fee for your project is \$1780. If you prefer to use a different method other than credit card please mail full payments to Arvada City Hall 8101 Ralston Rd Arvada, CO 80002. Please make your payment within the next 10 days to reduce the risk of delaying your project.

If you have questions about the fees or your application please contact Shane Greenburg at 720-898-7435.

Thank you,
Rob Smetana, Planning Manager
City of Arvada



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

INVOICE #	8020
DATE	11/11/2024
DUE DATE	12/11/2024
P.O. #	

BILL TO:

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

PROJECT 2309/Leyden Rock Master Planning

DESCRIPTION	TOTAL
<p>DESCRIPTION: Developed 75% construction documents, final development plan amendment and site plan amendment, obtained trails survey and prepared basemap, uploaded submittal to City and subsequent coordination with City staff, and misc. coordination.</p>	
<p>LABOR: J St. George-Schreder - 88.75 hrs @ \$85/hr D Pearson - 18 hrs @ \$180/hr L Dominguez - 83.75 hrs @ \$115/hr M Taylor - 12.25 hrs @ \$155/hr A Geoghegan - 16 hrs @ \$85/hr Labor Subtotal</p>	<p>7,543.75 3,240.00 9,631.25 1,898.75 1,360.00 23,673.75</p>
<p>EXPENSES: 867 sq ft @ \$0.35/sq ft B/W Bond Plotting - Plain Paper 181 sq ft @ \$.75/sq ft Color Plotting - Plain Paper Expenses Subtotal</p>	<p>303.45 135.75 439.20</p>
<p>CONSULTANTS: Bailey Professional Solutions, LLC (inv LS-24-050) Elevation Consulting Group (inv 1841) Consultants Subtotal</p>	<p>9,900.00 19,935.00 29,835.00</p>
<u>\$53,947.95</u>	

Contract Amount	Contract Remaining	Percent Complete
\$452,892.35	\$218,646.38	52%

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

Certificate Of Completion

Envelope Id: 90F59BEF1AD04945A2304448A2850EC3	Status: Completed
Subject: Complete with Docusign: 2021 Project Fund Requisition No. 20.pdf	
Client Name: Leyden Rock MD	
Client Number: 011	
Source Envelope:	
Document Pages: 12	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	CLA Operations
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Holly.Hayes@claconnect.com
	IP Address: 47.186.212.78

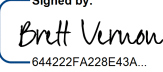
Record Tracking

Status: Original	Holder: CLA Operations	Location: DocuSign
11/12/2024 12:47:23 PM	Holly.Hayes@claconnect.com	

Signer Events

Brett Vernon
 brett.vernon@leydenrocklife.com
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 644222FA228E43A...
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.118.159.78

Timestamp

Sent: 11/12/2024 12:48:22 PM
 Viewed: 11/12/2024 1:59:13 PM
 Signed: 11/12/2024 2:00:11 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/12/2024 1:59:13 PM
 ID: b8a51cdc-1249-43cf-83c2-fa3f9a012bb2

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Allison L. Williams
 allison.l.williams@claconnect.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 11/12/2024 12:48:22 PM
 Viewed: 11/12/2024 3:08:14 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	11/12/2024 12:48:22 PM
Certified Delivered	Security Checked	11/12/2024 1:59:13 PM
Signing Complete	Security Checked	11/12/2024 2:00:11 PM
Completed	Security Checked	11/12/2024 2:00:11 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
LEYDEN ROCK METROPOLITAN DISTRICT
Establishing Guidelines for the Processing and Collection of Delinquent Fees and Covenant
Enforcement Charges

WHEREAS, Leyden Rock Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the “**Fees**”) to properties within and without (each property individually referred to herein as the “**Property**”) the District’s boundaries; and

WHEREAS, , pursuant to the terms and conditions of the Covenants and Restrictions of Leyden Rock recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado at Reception No. 2012033713, on March 29, 2012, (the “**Covenants**”) and the District’s Resolution Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents, dated _____, 2024, the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Covenants and/or the District’s rules and regulations (any such fines imposed or other applicable charges or expenses incurred by the District in relation to any covenant or rule enforcement with respect to any owner collectively referred to herein as “**Covenant Charges**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees and Covenant Charges shall constitute a perpetual lien on and against the property served; and

WHEREAS, any such lien for Fees may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, by this Resolution (the “**Resolution**”), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Fees and Covenant Charges imposed by the District, together with any and all Late Fees, Interest, Penalties and Costs of Collections (each defined separately in this Resolution, and collectively, the “**Delinquency Charges**”); and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of delinquent Fees, Covenant Charges, and Delinquency Charges and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way; and

WHEREAS, on February 15, 2022 the Board adopted the Resolution of the Board of Directors of the Leyden Rock Metropolitan District Establishing Guidelines for the Processing and

Collection of Delinquent Fees and Charges (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. **Statement of Lien Guidelines:**

a. ***Perpetual Lien.*** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all delinquent Fees, Covenant Charges, and Delinquency Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens shall, to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. Liens imposed for delinquent Fees and Delinquency Charges related to such delinquent Fees contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of delinquent Fees, Covenant Charges, and Delinquency Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

b. ***Manager Procedures.*** The District’s manager, accountant or billing agent (any of which are referred to herein as the “**Manager**”) is responsible for collecting Fees and Covenant Charges imposed by the District against the Property. In the event payment of Fees or Covenant Charges is delinquent, the Manager may perform the procedures listed below. Fees are considered delinquent when they have not been paid by their corresponding due date and Covenant Charges are delinquent when they have not been paid with thirty (30) days of being imposed (the “**Delinquent Account**”):

i. ***Fifteen (15) Calendar Days Past Due:*** A delinquent payment “Reminder Letter” may be sent to the address of the last known owner of the Property according to the Manager’s records, which may (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the url address of the District’s webpage where this Resolution is displayed, if available. In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; (2) the address of the last known owner of the Property as found in the real property records of the county Assessor’s Office (the “**Assessor**”) for the county in which the District is located (collectively, the “**Property Address**”). The Manager may deviate from the mailing destinations as included in the Property Address if requested by the Property owner in writing.

Fifteen (15) Calendar Days From the Date of the Reminder Letter: A “Warning Letter” may be sent to the Property Address: (1) requesting prompt payment; (2) notify the Property owner that a Warning Letter Fee in the amount set forth in this Resolution has been assessed; (3) warning

of further legal action should the Property owner fail to pay the total amount due and owing; and (4) referencing the url address of the District’s webpage where this Resolution is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

ii. *Ten (10) Calendar Days from the Date of the Warning Letter:* Once the total amount of delinquent Fees, Covenant Charges and Delinquency Charges owing on the Property has exceeded \$150.00 regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District’s legal counsel engaged for collection matters (“**Special Counsel**”). At the time of such referral, the Manager may be requested to provide Special Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

c. ***Special Counsel Procedures.*** Upon referral of a Delinquent Account from the Manager, Special Counsel may perform the following:

i. *Upon Referral of the Delinquent Account From the Manager:* A “Demand Letter” may be sent to the Property Address, notifying the Property owner that the Property has been referred to Special Counsel for further collections enforcement, including the filing of a statement of lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the Manager may also be sent.

ii. *No Sooner than Thirty (40) Calendar Days from the Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the county (the “**Clerk and Recorder**”) within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.

iii. *No Sooner than Ten (10) Calendar Days from the Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all delinquent Fees and related Delinquency Charges will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

d. ***Foreclosure or Bankruptcy.*** In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to Special Counsel in order to avoid unnecessary, costly and time-consuming procedures. Upon referral of the Delinquent Account to Special Counsel, Special Counsel may, in his or her discretion, immediately file a

Statement of Lien on the Property. Further, when a Delinquent Account consisting of delinquent Fees and related Delinquency Charges has a balance of one thousand dollars (\$1,000) or greater, Special Counsel may submit the account to the Board for consideration of a foreclosure action. Special Counsel shall not proceed with a foreclosure action unless such action is authorized by the Board. The District may, at its option, forward a copy of the foreclosure warning letter to any and all deed of trust holders and/or counsel for any and all deed of trust holders of record.

2. Late Fees:

a. Late Fees are assessed on the Property for failure to make timely payments of Fees or Covenant Charges. Late Fees are applied, regardless of whether the Fees are assessed on a one-time, monthly, quarterly, semi-annual, annual, or any other basis.

b. Late Fees are assessed on the Property **Fifteen (15) calendar days from the payment due date**. Pursuant to § 29-1-1102, C.R.S., such Late Fee may be charged by either of the following two methods, whichever is greater:

i. One Late Fee of Fifteen Dollars (\$15.00) may be assessed on the Property per each assessment or installment of Fees or Covenant Charges not fully paid prior to the Fifteenth (15) calendar day following the payment due date; or

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the Fifteenth (15) calendar day following the payment due date, and each month thereafter, may be charged on unpaid Fees or Covenant Charges until the Late Fee equals Twenty Five Percent (25%) of all outstanding Fees or Covenant Charges, as applicable.

c. Partial payment of any outstanding delinquent Fees, Covenant Charges, or Delinquency Charges will not prevent the imposition of Late Fees pursuant to this Section 2.

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) Legal Fees and Costs; (5) the earliest imposed and unpaid Fees or Covenant Charges; (6) any successive unpaid Fees or Covenant Charges in chronological order from the earliest unpaid Fees or Covenant Charges to the most recently imposed Fees or Covenant Charges.

e. No penalty will be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees. Such credit balances will be carried forward on the account with all subsequent Fees and related Delinquency Charges being deducted until such time as the credit balance is depleted. A Property carrying a credit balance may be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount of Fees due and owing the District.

3. Interest: Interest charges accrue on all delinquent Fees and Covenant Charges at the maximum statutory rate of Eighteen Percent (18%) per annum. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collections. § 29-1-1102, C.R.S.

4. **Penalties:** “Penalties” may be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

5. **Costs of Collections:** “Costs of Collection” include, but are not limited to, attorneys’ fees and all other costs, fees and charges associated with the processing and/or collection of delinquent Fees, Covenant Charges, including fixed and/or hourly rates imposed by the management company for associated work and hourly and fixed fees imposed by Special Counsel. In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections whether or not outlined above.

6. **Waiver of Late Fees, Interest and Costs of Collections:**

a. The Manager and Special Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Late Fees and Interest. Such action is permitted if either the Manager or Special Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of delinquent Fees, Covenant Charges and/or Delinquency Charges. Notwithstanding the foregoing, neither the Manager nor Special Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceed One Thousand Dollars (\$1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) in Late Fees and Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager nor Special Counsel is authorized to waive any portion of the Fees, Covenant Charges, or Costs of Collections. Should the Property owner desire a waiver of such Fees, Covenant Charges, and/or Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the Board, Manager, the District’s general legal counsel (“**General Counsel**”) or Special Counsel, whether related to the Property in question or other properties within the District.

7. **Payment Plans:** The Manager and Special Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or Special Counsel elect not to enter into a payment plan with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

8. **Certification of Covenant Charges and Related Delinquency Charges to County Treasurer:** Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent Covenant Charges and related Delinquency Charges satisfying the criteria established therein to the county Treasurer’s Office for collection with the District’s ad valorem property taxes. The certification process may be performed by the Manager, Special Counsel or

General Counsel in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and the county's policy.

9. **Acceleration and Decelerations of Fees:** The District reserves the right to accelerate and call due an entire unpaid annual Fee on any Delinquent Account. Such acceleration shall result in the entire unpaid annual Fee being due to the District immediately. The District also reserves the right to decelerate any accelerated Fee.

10. **Ratification of Past Actions:** All acts, omissions, waivers and/or payment plans heretofore undertaken by the Manager or Special Counsel that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

11. **Additional Actions:** The Board directs its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of this Resolution.

12. **Deviations:** The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

13. **Prior Outstanding Fees:** Any fees, rates, tolls, penalties or charges due under the Prior Policy, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby

14. **Supersedes Prior Resolutions:** This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of delinquent Fees , Covenant Charges, and Delinquency Charges, including the Prior Policy. To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

15. **Severability:** If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

16. **Savings Provision:** The failure to comply with the procedures set forth herein shall not affect the status of any delinquent Fees, Covenant Charges, and/or Delinquency Charges as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or Special Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the delinquent Fees, Covenant Charges, and/or Delinquency Charges.

[Remainder of page intentionally left blank, signature page follows.]

APPROVED AND ADOPTED this _____, 20__.

Leyden Rock Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
LEYDEN ROCK METROPOLITAN DISTRICT
Regarding Policies, Procedures and Penalties for the Enforcement of the Governing
Documents**

WHEREAS, Leyden Rock Metropolitan District (the “**District**”) is a quasi-municipal corporations and political subdivisions of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the Covenants and Restrictions of Leyden Rock recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado at Reception No. 2012033713, on March 29, 2012, (the “**Covenants**”), the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Governing Documents (as defined below); and

WHEREAS, the Board of Directors (the “**Board**”) of the District is authorized to promulgate adopt, enact, modify, amend, repeal, and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District; and

WHEREAS, such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Board desires to set establishing policies, procedures and penalties for violations of the Covenants, any guidelines, rules and regulations, and other policies and procedures of the District, as the same may be adopted, amended and supplemented from time to time (collectively, the “**Governing Documents**”).

WHEREAS, on December 5, 2016 the Board adopted the Resolution of the Board of Directors of the Leyden Rock Metropolitan District Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety.

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action. Any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective property subject to this Resolution (the “**Owner**”). This Resolution is intended to serve as guidance to the Board and the District’s authorized representative(s) (the “**District Representative**”) and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to or action undertaken by the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

3. Investigative Procedure. Upon receipt of a written complaint alleging a violation of the Governing Documents, the District Representative will conduct an investigation to determine whether a violation of the Governing Documents has occurred. The submitter of the complaint shall provide a statement describing the alleged violation, shall identify themselves, the alleged violator, if known, the date on which the violation exists or occurred, and provide any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the District.

4. Enforcement Process for Continuous Violations. Upon determining that a “**Continuous Violation**” (defined as a violation that is ongoing, uninterrupted by time and may take time to cure, such as installing an unapproved structure on a property or neglecting to maintain the exterior appearance of a property) has occurred, the District Representative and the Board shall take the following steps:

a. Continuous Violation Warning Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “**Continuous Violation Warning Letter**” via first-class United States mail to the last known Owner of the Property according to the District’s records notifying the Owner of: (i) the restriction violated and the nature of the violation, (ii) that the Owner must have the Continuous Violation corrected within 15 calendar days of the date of the Continuous Violation Warning Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 15 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 15 days of the date of the Continuous Violation Warning Letter and diligently prosecute the same to completion. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Continuous Violation Warning Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the county Assessor’s Office for the county in which the District is located (collectively, the “**Property Address**”). The District Representative may deviate from the mailing destinations as included in the Property Address if requested by the Owner in writing. Upon receipt of any notice regarding a Continuous Violation, an Owner may propose arrangements to cure the violation to the District Representative. A

District Representative may approve or deny arrangements to cure a Continuous Violation based on what is reasonable under the circumstances. If a District Representative denies arrangements for curing a Continuous Violation they must provide the Owner notice in writing prior to imposing any fines (“**Denial Letter**”). The Denial Letter shall further state the reasoning for the denial and that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Denial Letter.

b. Notice of Complaint and Opportunity to Be Heard. If the Owner has not cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Continuous Violation Warning Letter this shall be considered a second violation for which a fine may be imposed. The District Representative shall send a notice of complaint and opportunity to be heard (“**Fine Notice**”) to the Owner at the Owner’s address notifying the Owner of the Continuous Violation and that a fine will be imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 10 if the violation is not cured or no hearing is requested as set forth below. The Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Fine Notice. The District may impose additional fines with each notice sent after the Fine Notice without the necessity of providing the Owner with the opportunity for additional hearings thereafter.

c. Notices of Ongoing Violation and Fine. If the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Fine Notice, the first fine set forth in Paragraph 10 shall then be imposed, and this shall be considered a third violation for which a fine will be imposed. The District Representative shall send a notice of ongoing violation (“**Ongoing Violation and Fine Notice**”) to the Owner at the Owner’s Address demanding that the Owner cure the ongoing Continuous Violation and providing notice that the first fine has been imposed, and that an additional fine is being imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 10 below. If the Continuous Violation remains uncured 15 days after the date of the first Ongoing Violation and Fine Notice or the Owner has not made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the first Ongoing Violation and Fine Notice, this shall be considered a fourth violation for which an additional fine will be imposed. A second Ongoing Violation and Fine Notice shall be sent to the Owner and shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 10 of this Resolution.

d. Continuous Violation Daily Fines. In the event that a Continuous Violation continues to exist uninterrupted 15 days after the date of the second Ongoing Violation and Fine Notice, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines (“**Daily Fine Notice**”) and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a “**Repetitious Violation**” (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

a. Repetitious Violation Warning Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “**Repetitious Violation Warning Letter**” via first-class United States mail to the last known owner of the Property according to the District’s records notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 180 days of the date of the Repetitious Violation Warning Letter may result in the imposition of fines. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Repetitious Violation Warning Letter to the Property Address.

b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 180 days of date of the Repetitious Violation Warning Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Paragraph 10. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed (“**Repetitious Violation and Fine Notice**”). The first such Repetitious Violation and Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of such first Repetitious Violation and Fine Notice. The District may impose additional fines with each Repetitious Violation and Fine Notice sent after the first Repetitious Violation and Fine Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Impartial Decision Maker. Pursuant to Colorado law, an Owner has the right to be heard before an “**Impartial Decision Maker**”. An Impartial Decision Maker is defined under Colorado law as a person or group of persons who have the authority to make a decision regarding the enforcement of the District’s Governing Documents, including architectural requirements, and does not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than that of other owners subject to the same Governing Documents. Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

7. Hearing on Violation. If a hearing is requested by the Owner pursuant to Paragraph 4.a, 4.b or 5.b above, the District Representative shall notify the Owner of the date, time and place

of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by an Impartial Decision Maker.

8. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 15 days of the date of the Fine Notice or the first Repetitious Violation and Fine Notice, no hearing shall be required. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Fine Notice or the first Repetitious Violation and Fine Notice, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation

9. Decision. After the District has taken the hearing steps as outlined above, and in the event a hearing is requested and held, upon a finding being reached, the District Representative shall send notice of determination (“**Notice of Determination**”) to the Owner’s Address informing the Owner of the Impartial Decision Maker’s findings. If the Impartial Decision Maker finds the Owner is in violation of the Governing Documents the District may revoke or suspend the Owner’s privileges, impose fines in accordance with the fine schedule set forth in Paragraph 10 below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents.

10. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents.

Continuous Violations

First Violation (Continuous Violation Warning Letter):	\$ 0.00
Second Violation (Fine Notice):	\$ 25.00
Third Violation (First Ongoing Violation and Fine Notice):	\$ 50.00
Fourth Violation (Second Ongoing Violation and Fine Notice):	\$ 100.00
Daily Fine Notice:	Up to \$100.00 per day

Repetitious Violations:

First Violation (Repetitious Violation Warning Letter):	\$ 0.00
Second Violation (First Repetitious Violation and Fine Notice):	\$ 25.00
Subsequent Violations (Repetitious Violation and Fine Notice):	\$ 50.00 per offense

11. Perpetual Lien. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District. Until paid such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served.

12. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

13. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative and/or the Board may, either in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the District Representative and/or the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

14. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, certification to the county Treasurer's Office of delinquent fees, rates, tolls, fines, penalties, charges and/or assessments related specifically to covenant enforcement and design review services and any other legal or equitable remedies available to the District.

15. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel engaged for covenant enforcement matters ("Special Counsel") to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

16. Certification of Account to County Treasurer. Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent fees, rates, tolls, fines, penalties, charges, and/or assessments made or levied specifically for covenant enforcement and design review services satisfying the criteria established therein to the county Treasurer's Office for collection with the District's ad valorem property taxes. The certification process may be performed by the District Representative, Special Counsel or general counsel to the District in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and the county's policy.

17. Disputes. In the event of any dispute involving the District and an Owner related to the enforcement of any covenants or design review services, the Owner may request to meet with the Board to resolve the dispute informally and without the need for additional enforcement actions. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in this Section shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the District nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

18. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

19. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

20. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to Leyden Rock Metropolitan District, c/o Advance HOA Management, P.O. Box 370390, Denver, CO 80237. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

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

22. Effective Date. This Resolution shall become effective immediately and shall supersede in its entirety any prior resolution.

[Remainder of page intentionally left blank, signature page follows.]

ADOPTED _____, 2024.

DISTRICT:

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

By: _____
Officer of the District

ATTEST:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Leyden Rock Metropolitan District
Interim Claims 10/10/24 - 11/25/24

Invoice Date	Payment Date	Vendor	Invoice Number	Amount
07/31/24	10/17/24	White, Bear & Ankele PC	36130	\$ 8,895.23
08/07/24	10/28/24	Keesen Landscape	BRO 257252	516.93
08/31/24	10/17/24	CliftonLarsonAllen, LLP	L241643374	3,904.16
08/31/24	10/17/24	Winzenburg, Leff, Purvis & Payne, LLP	703415	714.00
09/10/24	10/17/24	The Architerra Group, Inc.	7967	11,687.07
09/23/24	10/17/24	Dazzio & Associates, PC	715	6,600.00
09/30/24	10/17/24	White, Bear & Ankele PC	37101	5,580.03
11/05/24	11/12/24	City of Arvada	11052024	1,780.00
				<u>\$ 39,677.42</u>

LEYDEN ROCK METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2024

**Leyden Rock Metro District
Balance Sheet - Governmental Funds
September 30, 2024**

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets					
Checking Account	\$ 195,844.89	\$ -	\$ -	\$ 516.93	\$ 196,361.82
Checking Account - AHM	-	23,764.75	-	-	23,764.75
Petty Cash/Debit Card - AHM	-	3,555.46	-	-	3,555.46
CSAFE	569,100.50	-	6,047.25	-	575,147.75
CSAFE Reserve	40,032.84	-	-	-	40,032.84
UMB Bond Fund	-	-	1,772,457.81	-	1,772,457.81
UMB Project Fund	-	-	-	4,032,945.36	4,032,945.36
Accounts Receivable	-	19,864.25	-	-	19,864.25
Receivable from County Treasurer	10,335.64	-	13,442.16	-	23,777.80
Total Assets	<u>\$ 815,313.87</u>	<u>\$ 47,184.46</u>	<u>\$ 1,791,947.22</u>	<u>\$ 4,033,462.29</u>	<u>\$ 6,687,907.84</u>
Liabilities					
Accounts Payable	\$ 30,914.96	\$ 81,396.23	\$ -	\$ 17,404.00	\$ 129,715.19
Prepaid assessments	-	2,545.32	-	-	2,545.32
Total Liabilities	<u>30,914.96</u>	<u>83,941.55</u>	<u>-</u>	<u>17,404.00</u>	<u>132,260.51</u>
Fund Balances	<u>784,398.91</u>	<u>(36,757.09)</u>	<u>1,791,947.22</u>	<u>4,016,058.29</u>	<u>6,555,647.33</u>
Liabilities and Fund Balances	<u>\$ 815,313.87</u>	<u>\$ 47,184.46</u>	<u>\$ 1,791,947.22</u>	<u>\$ 4,033,462.29</u>	<u>\$ 6,687,907.84</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 Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2024

	<u>Amended Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Revenues				
Property taxes	\$ 1,765,484.00	\$ 1,765,484.00	\$ 1,760,600.14	\$ 4,883.86
Specific ownership taxes	123,584.00	92,687.94	85,442.00	7,245.94
Interest Income	19,500.00	14,625.00	33,307.32	(18,682.32)
Other Revenue	10,000.00	7,499.97	65,108.54	(57,608.57)
Total Revenue	<u>1,918,568.00</u>	<u>1,880,296.91</u>	<u>1,944,458.00</u>	<u>(64,161.09)</u>
Expenditures				
Accounting	55,000.00	41,249.97	33,445.69	7,804.28
Auditing	7,000.00	7,000.00	6,600.00	400.00
County Treasurer's Fee	26,634.00	26,634.00	26,808.34	(174.34)
Directors' fees	7,200.00	5,400.00	1,200.00	4,200.00
Dues and Membership	2,000.00	2,000.00	534.96	1,465.04
Insurance	36,000.00	36,000.00	35,105.00	895.00
Legal	160,000.00	119,999.97	96,527.41	23,472.56
Miscellaneous	2,000.00	1,499.94	211.20	1,288.74
Election	-	-	63.04	(63.04)
Contingency	22,166.00	22,166.00	-	22,166.00
Total Expenditures	<u>318,000.00</u>	<u>261,949.88</u>	<u>200,495.64</u>	<u>61,454.24</u>
Other Financing Sources (Uses)				
Transfers to other fund	(1,782,000.00)	(1,336,500.00)	(1,226,229.51)	(110,270.49)
Total Other Financing Sources (Uses)	<u>(1,782,000.00)</u>	<u>(1,336,500.00)</u>	<u>(1,226,229.51)</u>	<u>(110,270.49)</u>
Net Change in Fund Balances	(181,432.00)	281,847.03	517,732.85	(235,885.82)
Fund Balance - Beginning	214,855.00	214,855.00	266,666.06	(51,811.06)
Fund Balance - Ending	<u>\$ 33,423.00</u>	<u>\$ 496,702.03</u>	<u>\$ 784,398.91</u>	<u>\$ (287,696.88)</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 Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2024

	Budget	Year to Date Budget	Year to Date Actual	Variance
Revenues				
Tract K Filing Fee	\$ 1,488.00	\$ 1,488.00	\$ 1,488.00	\$ -
Transfer Fees	15,250.00	11,437.47	14,640.00	(3,202.53)
Interest Income	300.00	225.00	56.41	168.59
Other Revenue	-	-	920.00	(920.00)
Rental income	15,000.00	11,250.00	11,797.68	(547.68)
Design Review Fee	6,000.00	4,500.00	5,850.00	(1,350.00)
Social Events	4,000.00	2,999.97	300.00	2,699.97
Sponsorship Income	10,000.00	7,499.97	19,200.00	(11,700.03)
Pool Income	4,000.00	2,999.97	7,670.00	(4,670.03)
Total Revenue	56,038.00	42,400.38	61,922.09	(19,521.71)
Expenditures				
Dues and Membership	2,500.00	1,874.97	3,557.38	(1,682.41)
Miscellaneous	-	-	2,489.23	(2,489.23)
Management Fees	288,000.00	216,000.00	188,774.88	27,225.12
Irrigation repairs	40,000.00	29,999.97	45,267.25	(15,267.28)
Pool parts & supplies	12,000.00	9,000.00	17,283.84	(8,283.84)
Pool repairs and maintenance	10,000.00	7,499.97	7,728.05	(228.08)
Trash & debris clean up	16,000.00	11,999.97	-	11,999.97
Lifeguard contract service	96,500.00	72,374.94	94,097.52	(21,722.58)
Dog waste stations	25,000.00	18,749.97	17,870.00	879.97
Cleaning supplies	5,000.00	3,749.94	3,396.97	352.97
Landscape replace/enhance	200,000.00	149,999.94	122,245.77	27,754.17
Holiday lighting	6,500.00	4,874.94	6,306.30	(1,431.36)
Landscape other (weed control)	70,000.00	52,499.97	64,952.28	(12,452.31)
Landscape maintenance	197,000.00	147,749.94	155,359.00	(7,609.06)
ARC design review	4,000.00	2,999.97	3,285.00	(285.03)
Landscape tree care maintenance	135,000.00	101,250.00	142,697.04	(41,447.04)
Fence/walls	38,000.00	28,499.94	41,066.00	(12,566.06)
Social Events	63,000.00	47,250.00	37,606.93	9,643.07
Cleaning/janitorial	31,000.00	23,249.97	23,780.21	(530.24)
Locks & keys	1,200.00	900.00	897.08	2.92
Common Area R&M	7,000.00	5,249.97	681.26	4,568.71
Building R&M - CLUB	7,000.00	5,249.97	11,692.90	(6,442.93)
Pest control	10,000.00	7,499.97	5,180.00	2,319.97
Snow removal	55,000.00	41,249.97	36,487.48	4,762.49
Electric/gas	20,000.00	14,999.94	19,862.13	(4,862.19)
Garbage removal	258,500.00	193,874.94	200,899.89	(7,024.95)
Water and sewer	30,000.00	22,500.00	42,354.98	(19,854.98)
Telephone/Wi-Fi/Cable	8,000.00	5,999.94	4,084.57	1,915.37
Administration costs	-	-	60.00	(60.00)
Postage, printing, copies	1,200.00	900.00	2,085.82	(1,185.82)
Water/sediment sampling	10,000.00	7,499.97	10,000.00	(2,500.03)
Mileage/auto	1,300.00	974.97	552.25	422.72
Office equipment rental	2,600.00	1,949.94	1,452.71	497.23
Office Supplies	5,600.00	4,199.94	5,364.70	(1,164.76)
Meeting expense	1,200.00	900.00	1,579.73	(679.73)
Website	3,600.00	2,700.00	1,988.34	711.66
Pool service	22,000.00	16,499.97	16,147.64	352.33
Contingency	4,000.00	4,000.00	-	4,000.00
Reserve funding	40,000.00	40,000.00	-	40,000.00

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 Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2024

	<u>Budget</u>	<u>Year to Date Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
Total Expenditures	<u>1,727,700.00</u>	<u>1,306,773.89</u>	<u>1,339,135.13</u>	<u>(32,361.24)</u>
Other Financing Sources (Uses)				
Transfers from other funds	<u>1,781,136.00</u>	<u>1,335,852.00</u>	<u>1,075,000.00</u>	<u>260,852.00</u>
Total Other Financing Sources (Uses)	<u>1,781,136.00</u>	<u>1,335,852.00</u>	<u>1,075,000.00</u>	<u>260,852.00</u>
Net Change in Fund Balances	109,474.00	71,478.49	(202,213.04)	273,691.53
Fund Balance - Beginning	<u>134,479.00</u>	<u>134,479.00</u>	<u>165,455.95</u>	<u>(30,976.95)</u>
Fund Balance - Ending	<u>\$ 243,953.00</u>	<u>\$ 205,957.49</u>	<u>\$ (36,757.09)</u>	<u>\$ 242,714.58</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 Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2024

	Budget	Year to Date Budget	Year to Date Actual	Variance
Revenues				
Property taxes	\$ 2,296,131.00	\$ 2,296,131.00	\$ 2,289,779.19	\$ 6,351.81
Specific ownership taxes	160,729.00	120,546.72	111,122.86	9,423.86
Interest Income	34,000.00	25,499.97	27,902.28	(2,402.31)
Total Revenue	<u>2,490,860.00</u>	<u>2,442,177.69</u>	<u>2,428,804.33</u>	<u>13,373.36</u>
Expenditures				
County Treasurer's Fee	34,442.00	34,442.00	34,866.42	(424.42)
Paying agent fees	6,000.00	6,000.00	-	6,000.00
Bond interest - Series 2021A	1,726,100.00	863,050.00	863,050.00	-
Bond principal - Series 2021A	570,000.00	-	-	-
Contingency	10,458.00	10,458.00	-	10,458.00
Total Expenditures	<u>2,347,000.00</u>	<u>913,950.00</u>	<u>897,916.42</u>	<u>16,033.58</u>
Net Change in Fund Balances	143,860.00	1,528,227.69	1,530,887.91	(2,660.22)
Fund Balance - Beginning	253,478.00	253,478.00	261,059.31	(7,581.31)
Fund Balance - Ending	<u>\$ 397,338.00</u>	<u>\$ 1,781,705.69</u>	<u>\$ 1,791,947.22</u>	<u>\$ (10,241.53)</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 Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending September 30, 2024

	Budget	Year to Date Budget	Year to Date Actual	Variance
Revenues				
Interest Income	\$ 108,500.00	\$ 81,374.94	\$ 162,612.07	\$ (81,237.13)
Other Revenue	12,999.00	9,749.25	-	9,749.25
Total Revenue	<u>121,499.00</u>	<u>91,124.19</u>	<u>162,612.07</u>	<u>(71,487.88)</u>
Expenditures				
Capital outlay	4,489,501.00	3,367,125.72	367,803.32	2,999,322.40
Club house refurbish	-	-	150,279.51	(150,279.51)
Contingency	12,999.00	12,999.00	-	12,999.00
Total Expenditures	<u>4,502,500.00</u>	<u>3,380,124.72</u>	<u>518,082.83</u>	<u>2,862,041.89</u>
Other Financing Sources (Uses)				
Transfers from other funds	-	-	151,229.51	(151,229.51)
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>151,229.51</u>	<u>(151,229.51)</u>
Net Change in Fund Balances	(4,381,001.00)	(3,289,000.53)	(204,241.25)	(3,084,759.28)
Fund Balance - Beginning	4,381,001.00	4,381,001.00	4,220,299.54	160,701.46
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 1,092,000.47</u>	<u>\$ 4,016,058.29</u>	<u>\$ (2,924,057.82)</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 Cash Position
September 30, 2024
Updated as of November 12, 2024

	General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Funds
<u>First Bank - Checking</u>					
Balance as of 09/30/24	\$ 195,844.89	\$ -	\$ -	\$ 516.93	\$ 196,361.82
Subsequent activities:					
10/02/24 Transfer to AHM	(150,000.00)	-	-	-	(150,000.00)
10/15/24 Requisition No. 19	-	-	-	11,687.07	11,687.07
10/17/24 Bill.com Payments	(25,693.42)	-	-	(11,687.07)	(37,380.49)
10/25/24 ADP Wage Pay	(645.90)	-	-	-	(645.90)
10/28/24 Bill.com Payments	-	-	-	(516.93)	(516.93)
11/01/24 Transfer from CSAFE	150,000.00	-	-	-	150,000.00
11/04/24 Transfer to AHM	(150,000.00)	-	-	-	(150,000.00)
<i>Anticipated activities:</i>					
<i>Anticipated Requisition No. 20</i>	-	-	-	93,760.71	93,760.71
<i>Anticipated Transfer from CSAFE</i>	35,000.00	-	-	-	35,000.00
<i>Anticipated Bill.com Payments</i>	(42,192.54)	-	-	(93,760.71)	(135,953.25)
Anticipated Balance	12,313.03	-	-	-	12,313.03
<u>Advanced HOA Management - Checking</u>					
Balance as of 09/30/24	\$ -	\$ 23,764.75	\$ -	\$ -	\$ 23,764.75
Subsequent activities not recorded.					
Anticipated Balance	\$ -	\$ 23,764.75	\$ -	\$ -	\$ 23,764.75
<u>Advanced HOA Management - Petty Cash/Debit Card</u>					
Balance as of 09/30/24	\$ -	\$ 3,555.46	\$ -	\$ -	\$ 3,555.46
Subsequent activities not recorded.					
Anticipated Balance	\$ -	\$ 3,555.46	\$ -	\$ -	\$ 3,555.46
<u>CSAFE</u>					
Balance as of 09/30/24	\$ 569,100.50	\$ -	\$ 6,047.25	\$ -	\$ 575,147.75
Subsequent activities:					
10/10/24 Property/SO tax	10,335.64	-	13,442.16	-	23,777.80
10/31/24 Interest Income	2,501.72	-	-	-	2,501.72
11/01/24 Transfer to First Bank	(150,000.00)	-	-	-	(150,000.00)
<i>Anticipated activities:</i>					
<i>Anticipated Transfer to First Bank</i>	(35,000.00)	-	-	-	(35,000.00)
<i>Anticipated Pledged Revenue Transfer</i>	-	-	(19,489.41)	-	(19,489.41)
Anticipated Balance	\$ 396,937.86	\$ -	\$ -	\$ -	\$ 396,937.86
<u>CSAFE - Reserve</u>					
Balance as of 09/30/24	\$ 40,032.84	\$ -	\$ -	\$ -	\$ 40,032.84
Subsequent activities:					
10/31/24 Interest Income	169.18	-	-	-	169.18
Anticipated Balance	\$ 40,202.02	\$ -	\$ -	\$ -	\$ 40,202.02
<u>UMB - 2021 Bond Fund</u>					
Balance as of 09/30/24	\$ -	\$ -	\$ 1,772,457.81	\$ -	\$ 1,772,457.81
Subsequent activities:					
10/31/24 Interest Income	-	-	7,328.16	-	7,328.16
<i>Anticipated activities:</i>					
<i>Anticipated Pledged Revenue Transfer</i>	-	-	19,489.41	-	19,489.41
Anticipated Balance	\$ -	\$ -	\$ 1,799,275.38	\$ -	\$ 1,799,275.38
<u>UMB - 2021 Project Fund</u>					
Balance as of 09/30/24	\$ -	\$ -	\$ -	\$ 4,032,945.36	\$ 4,032,945.36
Subsequent activities:					
10/15/24 Requisition No. 19	-	-	-	(11,687.07)	(11,687.07)
10/31/24 Interest Income	-	-	-	16,703.34	16,703.34
<i>Anticipated activities:</i>					
<i>Anticipated Requisition No. 20</i>	-	-	-	(93,760.71)	(93,760.71)
Anticipated Balance	\$ -	\$ -	\$ -	\$ 3,944,200.92	\$ 3,944,200.92
Anticipated Balances	\$ 449,452.91	\$ 27,320.21	\$ 1,799,275.38	\$ 3,944,200.92	\$ 6,220,249.42

Yield information (as of 09/30/24):

CSAFE - 5.19%

UMB invested in Goldman Sachs Govt Fund - 4.79%

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

LEYDEN ROCK METROPOLITAN DISTRICT
Property Taxes Reconciliation
2024

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates & Abatements	SB Backfill	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	\$ -	\$ -	\$ -	\$ 25,905.72	\$ -	\$ -	\$ 25,905.72	0.00%	0.00%	\$ 29,920.11	0.19%	0.19%
February	1,813,889.67	-	-	21,914.66	-	(27,208.35)	1,808,595.98	44.66%	44.66%	1,647,357.13	45.52%	45.71%
March	147,975.11	-	-	20,599.39	17.12	(2,219.88)	166,371.74	3.64%	48.30%	111,848.63	2.49%	48.20%
April	176,438.69	2,150.76	60,085.00	21,253.15	24.02	(3,580.48)	256,371.14	4.40%	52.70%	211,807.18	5.40%	53.61%
May	209,536.15	-	-	17,603.17	240.92	(3,146.66)	224,233.58	5.16%	57.86%	264,115.83	6.74%	60.35%
June	1,674,255.71	-	-	23,244.16	238.41	(25,117.41)	1,672,620.87	41.22%	99.08%	1,411,588.01	38.94%	99.29%
July	19,459.74	-	-	22,754.66	431.86	(298.37)	42,347.89	0.48%	99.56%	34,942.84	0.38%	99.67%
August	4,706.22	-	-	21,527.44	154.89	(72.92)	26,315.63	0.12%	99.67%	30,114.08	0.14%	99.81%
September	1,967.28	-	-	21,762.51	78.70	(30.69)	23,777.80	0.05%	99.72%	23,495.43	0.06%	99.87%
October	-	-	-	-	-	-	-	0.00%	99.72%	24,346.97	0.03%	99.91%
November	-	-	-	-	-	-	-	0.00%	99.72%	25,881.46	0.08%	99.98%
December	-	-	-	-	-	-	-	0.00%	99.72%	16,025.77	0.00%	99.98%
Total	\$ 4,048,228.57	\$ 2,150.76	\$ 60,085.00	\$ 196,564.86	\$ 1,185.92	\$ (61,674.76)	\$ 4,246,540.35	99.72%	99.72%	\$ 3,831,443.44	99.98%	99.98%

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

General Fund	23.256	\$ 1,765,484.00	43.47%	\$ 1,761,816.01	99.79%
Debt Service Fund	30.246	2,296,131.00	56.53%	2,288,563.32	99.67%
	53.502	\$ 4,061,615.00	100.00%	\$ 4,050,379.33	99.72%

Specific Ownership Tax

General Fund	\$ 123,584.00	43.47%	\$ 85,442.00	69.14%
Debt Service Fund	160,729.00	56.53%	111,122.86	69.14%
	\$ 284,313.00	100.00%	\$ 196,564.86	69.14%

Treasurer's Fees

General Fund	\$ 26,482.00	43.47%	\$ 26,826.57	101.30%
Debt Service Fund	34,442.00	56.53%	34,848.19	101.18%
	\$ 60,924.00	100.00%	\$ 61,674.76	101.23%

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
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

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

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

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

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

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

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

**LEYDEN ROCK METROPOLITAN DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

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

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

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate		Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.70%		Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%	Lodging	\$30,000
			Oil & Gas Production	87.50%		

Operations Fee

The District will collect a fee of \$372 per year from homeowners located within Filing 6, Tract K, of the District to pay for the District’s costs of operations, payable on January 1 of each year or in quarterly installments. In addition, the District receives \$305 from each new homeowner.

Specific Ownership Taxes

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

Interest Income

Interest earned on the District’s available funds has been estimated based on prior year’s earnings.

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
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operating Expenditures

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

County Treasurer's Fee

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

Debt Service

Principal and interest payments in 2024 are provided based on the debt amortization schedule from the Series 2021 Bonds (discussed under Debts and Leases).

Debt and Leases

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

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

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

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

The District has no operating or capital leases.

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
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Emergency Reserves

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

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

\$45,840,000

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

Principal Payable December 1

3.00% - 5.00%

June 1 and December 1

Beginning December 1, 2021

<u>Year Ended December 31,</u>	<u>Principal Amount</u>	<u>Interest Amount</u>	<u>Annual Total</u>
2024	\$ 570,000	\$ 1,726,100	\$ 2,296,100
2025	665,000	1,697,600	2,362,600
2026	745,000	1,664,350	2,409,350
2027	780,000	1,627,100	2,407,100
2028	865,000	1,588,100	2,453,100
2029	910,000	1,544,850	2,454,850
2030	1,005,000	1,499,350	2,504,350
2031	1,055,000	1,449,100	2,504,100
2032	1,155,000	1,396,350	2,551,350
2033	1,200,000	1,350,150	2,550,150
2034	1,300,000	1,302,150	2,602,150
2035	1,350,000	1,250,150	2,600,150
2036	1,455,000	1,196,150	2,651,150
2037	1,515,000	1,137,950	2,652,950
2038	1,610,000	1,092,500	2,702,500
2039	1,660,000	1,044,200	2,704,200
2040	1,745,000	994,400	2,739,400
2041	1,795,000	942,050	2,737,050
2042	1,850,000	888,200	2,738,200
2043	1,925,000	814,200	2,739,200
2044	2,000,000	737,200	2,737,200
2045	2,080,000	657,200	2,737,200
2046	2,165,000	574,000	2,739,000
2047	2,250,000	487,400	2,737,400
2048	2,340,000	397,400	2,737,400
2049	2,435,000	303,800	2,738,800
2050	2,530,000	206,400	2,736,400
2051	2,630,000	105,200	2,735,200
Total	<u>\$ 43,585,000</u>	<u>\$ 29,673,600</u>	<u>\$ 73,258,600</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.

MANAGEMENT REPORT

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	November 14, 2024

<p>2024 Regular Board Meeting Schedule: <u>Capital Projects Discussion on the First Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 2 ❖ February 6 ❖ March 5, canceled ❖ April 2, canceled ❖ May 7 ❖ June 4 ❖ July 2, canceled ❖ August 6, canceled ❖ September 3, canceled ❖ October 1, canceled ❖ November 5, rescheduled ❖ November 7 ❖ December 3 	<p>2024 Regular Board Meeting Schedule: <u>Regular Business on the Third Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 16 ❖ February 20 ❖ March 19 ❖ April 16 ❖ May 21 ❖ June 18 ❖ July 16- ANNUAL MEETING ❖ August 20 ❖ September 17 ❖ October 15- BUDGET HEARING ❖ November 19, rescheduled ❖ November 20 ❖ December 17
<p>Last Reserve Study: 2020</p> <p>Operating Fee: \$0.00/year Tract K Filing Fee: \$372/year</p> <p>Current mill levy (2023), for collection in 2024 23.256 mills - (general fund) 30.246 mills - (debt service fund)</p>	<p>Board of Directors:</p> <ul style="list-style-type: none"> ❖ Brett Vernon, President Term to May 2027 ❖ Scott J. Plummer, Secretary Term to May 2027 ❖ Christian Ardita, Assistant Secretary Term to May 2025 ❖ Jen Langhals, Assistant Secretary Term to May 2025 ❖ Jeff Cunningham, Treasurer Term to May 2025
<p>District Services: Residential Trash, Common Area Landscape Maintenance, Common Area Snow Removal, Pet Waste Removal, Pool Maintenance & Staffing, Social Events</p>	<p>Dates to Note:</p> <ul style="list-style-type: none"> ❖ District Office Closed- Thanksgiving Holiday Wednesday November 27th- early closure Thursday November 28th – closed Friday November 29th- closed
<p>Landscape Committee: Tanis Batsel-Stewart Carolyn Rowe Thu Koelling Diane Mangam Lisa Coleman Pam Hill</p>	<p>Additional Information:</p> <ul style="list-style-type: none"> ❖ E-newsletter Performance: Total Contacts: 2,135 Email Open Rate: 71%

COMPLIANCE INSPECTIONS

Inspector: Pam Mitchell

<p>Schedule:</p>	<p>Inspections occur weekly, April- October Seasonal schedule- biweekly, November-March Trash day: Monday</p> <p>Week 1: Filing 1 & 2 Week 2: Filing 3 & 4 Week 3: Filing 5 Week 4: Filing 6 Every drive re-inspects existing violations that are flagged for inspection</p>
<p>Ways of Working:</p>	<p>Katie to review report violation report weekly:</p> <ul style="list-style-type: none"> - Courtesy Notices auto-send from inspector findings - Identify addresses that require additional support by Pam. - Close violations as needed. - Send violations to the attorney as needed. <p>Katie to flag any items to Pam for the following week by Wednesday.</p> <p>Inspector may close a violation before compliance date if cured but cannot escalate to next step before the compliance date.</p> <p>Inspector to email or text Katie potential exterior modification that may require approval (such as painting or major landscape renovation taking place) and note vehicles driving through common areas to access their units and any construction/project activity.</p>
<p>Priorities:</p>	<p>Landscaping:</p> <ul style="list-style-type: none"> - Lawn – brown / dead grass: June through September – Lawn Maintenance- mowed & trimmed. - Weeds in lawn and rock beds: June through September - Dead shrubs/trees: May through September <p>Other Items:</p> <ul style="list-style-type: none"> - Trash can storage: all year - Basketball hoops: all year – must be stored halfway up driveway when not in use – prohibited to be attached to the home - General disrepair (fences, shingles, shutters) – Begin sending notifications, <u>Fence Staining</u> tentatively Feb 2025 – Begin sending notifications, <u>Painting</u> tentatively Mar/Apr 2025 - Unsightly conditions (exterior storage of landscaping materials & equipment, oil stains, un-stored items): all year <p>Seasonal:</p> <ul style="list-style-type: none"> - Holiday lighting, including clips- after January 15 - Snow removal – owners are responsible for removing snow on driveways & sidewalks

CURRENT PROJECTS / ACTION ITEMS

PROJECT	DESCRIPTION	STATUS
Budget Season	Requesting 2025 proposals	Complete
Guideline Updates	Lighting, Fence Stain Color, Handrails	Pending WLPP
Clubhouse Refresh	Table replacement	In progress
Clubhouse Network	Strengthening network connections	In progress
Main Entry Monument Tower Door	Replacement	In progress, with Christian Ardita
Community FAQ	Compile FAQ questions from Board members and create location on website	On hold, website placement
Pool Plaster	Resurfacing the pool	On Hold
Concrete Repairs	Identifying concrete repair needs around the community	On Hold
Column Stone Replacement	Stone has come off on of the fence columns in the community	On Hold
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	On Hold
Tower Storage Room	Seeking shelving options to better utilize storage space	On hold
Parking Lot Lighting	Adding lighting to the parking lot at the clubhouse	On Hold
Landscape Project Planning	Project planning for landscape projects with Board liaisons	Ongoing
Lifestyle	Event planning/execution	Ongoing
Sponsorship Management	Community Partnerships	Ongoing
Weekly Community E-Newsletter	Content creation	Ongoing
District Website Management	Updates to website	Ongoing
Wayfinding Signs/Message Board	Updates to current information	Ongoing
Reservation Calendar	Managing private rental and clubhouse use	Ongoing
Vendor Management	Ongoing vendor maintenance and meetings	Ongoing
Board Meeting Prep	Management Report and memo prep	Ongoing
Financials	Invoice Review	Ongoing
Resident Support	Homeowner inquiries	Ongoing
Violations	Inspection review and follow up	Ongoing
Architectural Review	Application review and follow up	Ongoing
Surveillance Monitoring	Review of surveillance camera footage	Ongoing

	and follow up	
Hybrid Meeting Prep	Support from Mountain Media Productions for Board meeting	Ongoing

ANNUAL CALENDAR - 2024

January	<ul style="list-style-type: none"> ▪ District Office Closed - New Years Day ▪ Domain Auto Renewal - January 5, 2024 (next payment due 2026) ▪ District Office Closed – MLK Day ▪ HVAC Preventative Maintenance – Visit 1
February	<ul style="list-style-type: none"> ▪ District Office Closed - February 19, 2024
March	<ul style="list-style-type: none"> ▪
April	<ul style="list-style-type: none"> ▪ Board Email Auto Renewal - April 8, 2024 (next payment due 2026) ▪ Pool Forms/FOB Distribution begins
May	<ul style="list-style-type: none"> ▪ Pet Waste- 3x Weekly Starts ▪ Community Meeting (Arvada Fire & Arvada PD)- May 13, 2024 ▪ District Office Closed – Memorial Day ▪ Snow Contract Expires ▪ Irrigation Start-up / Spring Clean-up ▪ HVAC Preventative Maintenance – Visit 2 ▪ Pool Shade Installation ▪ Phase 2 Fence Staining – May 31- June 10, 2024
June	<ul style="list-style-type: none"> ▪ Backflow Inspection ▪ District Office Closed - Juneteenth
July	<ul style="list-style-type: none"> ▪ District Office Closed – Independence Day ▪ District Office Closed - July 5, 2024 ▪ Annual Town Hall Meeting ▪ Request Holiday Lighting Proposal
August	<ul style="list-style-type: none"> ▪ Budget Season Begins, Request Proposals ▪ Budget Working Session #1 ▪ AED Pad Expiration- 2026
September	<ul style="list-style-type: none"> ▪ District Office Closed – Labor Day ▪ Pool Closing Date – Labor Day, <i>Extension to be determined based on weather</i> ▪ Renew Snow Contract ▪ HVAC Preventative Maintenance – Visit 3
October	<ul style="list-style-type: none"> ▪ Pet Waste- 2x Weekly Starts ▪ Final Draft Budget Due to CLA- October 1 ▪ District Office Closed – October 14, 2024 ▪ Budget Submitted to Board by CLA- October 15 ▪ Irrigation Shutdown / Fall Clean-up ▪ Pool Shade Removal
November	<ul style="list-style-type: none"> ▪ Final Budget Changes to CLA- November 1, 2024 ▪ Budget Hearing ▪ District Office Closed – Veteran’s Day ▪ District Office Closed - November 27, half day ▪ District Office Closed- Thanksgiving & Black Friday
December	<ul style="list-style-type: none"> ▪ District Office Closed – Christmas Eve & Christmas Day ▪ District Office Closed- New Year’s Eve & New Year’s Day

LIFESTYLE COMMUNITY CALENDAR- 2024

<i>Events This Month</i>	Turkey Trot	Saturday, November 16, 2024
	Community Floral Workshop	Tuesday, November 26, 2024
<i>Upcoming Events Next Month</i>	Farvada Holiday Market	Saturday, December 7, 2024
	Santa Visits	Saturday, December 14, 2024
		Sunday, December 15, 2024
	Community Floral Workshop	Sunday, December 22, 2024
<i>Monthly Events</i>	Arvada Story Time	First Wednesday AM of the month
	Sound Bath	First Wednesday PM of the month
	Mobile Groomer	Second Tuesday of the month
	Toddler Time	Third Wednesday of the month
	Empty Nesters	Last Friday AM of the month
	Trivia Night	Last Friday AM of the month
	Mobile Barber	Rotating Dates, 1x monthly
<i>Signature Events</i>	Easter	Saturday, April 5, 2025
	Pool Opening Party	TBD 2025
	Fourth of July	TBD 2025
	Fall Fest	TBD 2025
	Adults Night Out- 2 times	Saturday, November 9, 2024
	Turkey Trot	Saturday, November 16, 2024
	Holiday Market	First weekend in December, Saturday, December 7, 2024
		Saturday, December 14, 2024
Santa Visits	Sunday, December 15, 2024	
<i>Club Activity</i>	Mahjong Club*	Weekly meetups
	Running Club	Weekly meetups
	Chess Club	Bi-weekly meetups
	Book Club	Monthly meetups
	Hiking Club	Monthly meetups
	Bunco Club	Monthly meetups
	Craft Club	Monthly meetups
	Give Back Club	Monthly meetups

CURRENT CONTRACTS

SERVICE	COMPANY	RATE	EXPIRATION	TERMINATION CLAUSE
Landscaping (including pond maintenance)	Keesen Landscape	\$196,450 <i>See scope for fees</i>	December 31, 2024	30 days
Snow Removal	Keesen Landscape	T&M <i>See scope for fees</i>	May 31, 2025	30 days
Weed & Pest Control	Weed Wranglers	\$73,500 \$4,500/pest control visit (2x/year)	December 31, 2024	30 days
Pet Waste Removal	Poop 911	\$2,060/ 3x week per month \$1,610/ 2x week per month + \$10.00 per roll for bags	December 31, 2024	30 days
Trash Removal	Republic Services	\$256,170	December 31, 2024	30 days
Janitorial Services	Done & Dusted	\$200.00/ clubhouse cleaning \$95.00/pool cleaning	December 31, 2024	30 days
Pool Maintenance	Peak One Pool & Spa	\$110.00/weekday visit + \$7,000 chemicals	December 31, 2024	30 days
Pool Monitors	Mile High Pools	\$96,448	September 4, 2024	30 days
HVAC	Timberline Mechanical	\$105/ PM visit + materials	December 31, 2024	30 days
Design Review	Lee Design Group	\$55/ application \$75/custom exterior painting submission	December 31, 2024	30 days
Fence Staining	Neighborly Fence Staining, LLC	\$33,741/ phase	December 31, 2024	30 days
Tree Care Services	Preservation Tree Care	<i>See scope for fees</i>	December 31, 2024	30 days
Pest Control	Advantage Pest Control	\$95/month	December 31, 2024 <i>December 31, 2025*</i>	30 days

FACILITY MAINTENANCE HISTORY

ELEMENT	MAINTENANCE APPROACH	MAINTENANCE / INSPECTION HISTORY	NOTES
AED	Annual	<ul style="list-style-type: none"> • Inspection for expiration of pads & battery 	
Backflows	Annual Testing Required by COA	<ul style="list-style-type: none"> • Completed in in May/June 2024 	23 backflow locations
Fencing	Each fence staining phase completed once every 5 years Repairs, as needed	<ul style="list-style-type: none"> • Phase 1- 2023, Complete • Phase 2- 2024, Complete • Phase 3- 2025 • Phase 4- 2026 • Phase 5- 2027 Restart <ul style="list-style-type: none"> • Phase 1 – 2028 • Phase 2 – 2029 • Phase 3- 2030 • Phase 4 – 2031 • Phase 5- 2032 	
HVAC	3 preventative maintenance visits per year	<ul style="list-style-type: none"> • Complete for 2024 	
Window Washing & Deck Power Wash	Annual	<ul style="list-style-type: none"> • Cancelled for 2024 	
Pool Grill Cleaning	Annual	<ul style="list-style-type: none"> • Complete 	
Pest Control	Monthly	<ul style="list-style-type: none"> • Ongoing 	

CLUBHOUSE RENTAL HISTORY

MONTH	RESIDENT	NON-RESIDENT	NON-PAYING RENTALS (501c3, clubs, HOA)	Total
<i>January</i>	5	1	19	25
<i>February</i>	5	-	19	24
<i>March</i>	3	1	17	21
<i>April</i>	-	-	-	-
<i>May</i>	5	-	18	23
<i>June</i>	8	2	9	19
<i>July</i>	3	0	12	15
<i>August</i>	8	2	20	30
<i>September</i>	5	1	15	21
<i>October</i>	4	0	13	17
<i>November</i>	2	0	14	16
<i>December</i>				



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: November 15, 2024

Re: Recommendation for Changing Pet Waste Station Vendor

After careful evaluation of our current pet waste station services, it is recommended that the community transition to Pet Scoop for the 2025 service year. While there have been no major issues with the current vendor, a series of minor concerns over time suggest that a change may better serve the community's needs. Following a thorough review process, including meetings and proposals from four companies, Pet Scoop has been identified as the most suitable option. This vendor has been in the Denver area for over 30 years and comes highly recommended by fellow managers in the industry, consistently praised for their reliability and quality of service.

Key benefits of transitioning to Pet Scoop include:

1. **Station Mapping and Numbering:** Pet Scoop will map all pet waste station locations in their system and physically number each station, reducing confusion and improving efficiency.
2. **Enhanced Reporting:** After each visit, a detailed report will be provided, summarizing the service provided and noting any required repairs.
3. **Streamlined Communication:** Consistent and professional communication ensures timely responses and transparency.

The proposed rates are comparable to those of our current vendor, ensuring this change remains cost-effective while providing improved service.

	Monthly Cost- 3x Weekly	Monthly Cost- 2x Weekly
CURRENT VENDOR	\$ 2,400.00	\$ 1,600.00
PET SCOOP	\$ 2,457.00	\$ 1,630.00

Katie Call
Leyden Rock Metro District
17685 W. 83rd Dr.
Arvada, CO 80007



Your Property Estimate for Leyden Rock Metro District at 17685 W. 83rd Dr.

3 Simple Steps to Get Started

Step 1

Review Estimate & Terms

Step 2

Digitally Sign & Accept

Step 3

Enjoy your clean property

ESTIMATE DETAILS

Date: **9/18/2024**

Estimate Code: **W9G4X67A**

Valid Until: **10/19/2024**

Call Us Anytime: **303-781-7667**

PRICING

Please check the box(s) of desired services and sign below...

Estimate Description	Quantity	Rate	Amount
Twice per Week - Dog Station Maintenance - (includes: stocking rolled doggie bags as needed, replace trash liners, dispose of waste) - rate is per dog station per visit	20	8.75	175.00
Weekly - Empty Trash Containers - <i>rate is per container per visit</i>	5	5.95	29.75
Refill Dog Station Bags Only as needed	5	5.95	29.75

WHY PET SCOOP

Since 1994, Pet Scoop has been keeping managed communities safe and clean...

- Largest and oldest pet waste management company in Colorado
- Dedicated team of employed, Commercial technicians
- More service options, faster response to issues and less hassle for you and your staff
- No long-term contracts or up front payments
- Fully Insured with Liability and Workers Comp

GUARANTEE

We will provide you and your residents a safer and cleaner environment to live and work. With our **RE-DOO GUARANTEE**, we promise to provide you with the best service possible and if you are ever not completely satisfied, we'll make it right.

TERMS OF SERVICE

1. PET SCOOP INC shall perform the above selected services as an independent contractor and provide all necessary labor and equipment
2. Services will begin: *on mutually agreed upon date and will continue until terminated (see #6 below)*
3. Billing dates will be: *1st of every month after service is completed*
4. Invoices are payable on receipt. Any balance due not received within forty five (45) days will be charged a \$15.00 late fee per invoice.
5. Natural circumstances such as inclement weather may make it hazardous or impossible to make our regular service. In this event, we will be responsible for servicing the property as soon as possible. If we are unable to make-up that particular cleanup, a charge of 3/4 the regular fee will apply due to the additional time required on the next cleanup.
6. Either party may terminate this agreement if the contractor is unable to comply with the terms of this agreement or if the client wishes to terminate services for any reason. A thirty (30) day notice is required for termination.
7. Any additional fees regarding 3rd party compliance or invoicing services, required by the client/property, will be invoiced to the client/property.
8. For those utilizing Station Maintenance services, all station components, including receptacles and dispensers, must be in proper working condition and fully serviceable.
9. PET SCOOP INC shall indemnify and save the "client" harmless from any and all claims against the "client" arising out of performance of the services under this agreement.
10. The terms of this agreement may only be amended in writing and signed by both parties.
11. This agreement is governed by the laws of the State of Colorado.

SIGNATURE

How To Accept Proposal/Agreement:

1. Selected your desired service options by selecting the box(s) above
2. Click the "Sign Estimate" link below
3. Draw your Signature and then type name in the "Print Name" box
4. Click the "Accept Proposal" link
5. We'll contact you to setup your Initial service date

Signature of Client

By signing you agree to all the terms and conditions set forth in this estimate/agreement document.

Signature of Contractor

9/18/2024

Sam Johnson
President, Pet Scoop, Inc.



Thank you for taking an interest in partnering with the Leyden Rock Metropolitan District for 2025! Your contribution and participation are vital to the success of our community events!

2025 COMMUNITY PARTNERSHIP APPLICATION

Company Name: _____

Company Representative: _____ Phone Number: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Website Address for Use in Electronic and Print Advertising: _____

PARTNERSHIP LEVEL:

*Please see the Partnership Program Details Document attached hereto and incorporated herein as Exhibit A for benefits

PLATINUM (\$1500)

SILVER (\$1000)

BRONZE (\$500)

A LA CARTE OPTIONS:

Platinum receives access to all A La Carte Options no cost – Silver receives access to 2 A La Carte Options no cost

Table/Booth/Tent set-up during Signature Community Event (per event) (\$150)
(may substitute prize, same value instead of \$150 pmt)

Booth set-up during non signature event (per event) (\$50)
(may substitute prize, same value instead of \$150 pmt)

Provide Business Swag and/or Discount Coupons for 250 Welcome Bags (distributed by the District) (\$50)

Host a Community Event, sponsor responsible for all aspects of event, the district will help promote. (\$50)

Host an Educational Event sponsored by the District (host provides snacks & drinks), 5 minute Company intro, leave business swag (\$50)

Provide Business Cards for 250 Welcome Bags (distributed by the District) (\$25)

Total Paid: _____

Please make checks payable and send along with this completed application to:

Leyden Rock Metro District

c/o Advance HOA

PO Box 370390

Denver, CO 80237



Community Partner Agreement

I agree as a Community Partner of the Leyden Rock Metropolitan District (the "District") that I will be entitled to the various sponsorship benefits from the date this application is approved and executed by the District below and as more fully set forth on the Community Partnership Program Details Document attached hereto until December 31, 2025. I understand and agree that the District may need to cancel, postpone, or change the format of events due to COVID-19 or for any other reason and that community partners will not be granted refunds in part or in whole.

- It is my responsibility to provide the District with my company logo in a format as required by the District for use in electronic and print advertising as set forth in the Community Partnership Program Details Document.
- It is the Partner's responsibility to provide the District with the Business Blurb for the District newsletters, subject to any deadlines as established by the District. Such Business Blurbs shall not exceed 200 words.
- In relation to company branded business items and discount coupons to be distributed in Welcome Bags and at Community Events hosted by the Partner, I agree to provide a reasonable amount of the same to the District, and will replenish the same as needed.
- If the Platinum or Silver option is chosen, I acknowledge that I am entitled to display my company signage or banner at 5 signature community events during the term of this agreement. The display of the same will be in such locations and for such duration as determined by the District. It is my responsibility to erect or hang the sign or banner prior to the event and to remove it at the conclusion of the event. The District may also place restrictions on the size of such signs or banners to be displayed. The District shall not be responsible for any signs or banners which are lost, stolen or damaged during the display of the same at any community event.
- If the Platinum or Silver option is chosen, I acknowledge that I am entitled to set up a table, booth or tent at community events during the term of this agreement. The set-up of such table, booth or tent will be in such locations and for such duration as determined by the District. It is my responsibility to set up such table, booth or tent prior to the event and to remove it at the conclusion of the event. The District may also place restrictions on the size of such tables, booths or tents that may be used. The District shall not be responsible for any tables, booths, tents or other materials or property which are lost, stolen or damaged during the display of the same at any community event.
- It is my responsibility to provide the District with a donation with a minimum value of \$50 in a format as required by the District for resident giveaways as set forth in the Community Partnership Program Details Document. This must be received in our District office (please see address below) within 4 weeks of our acceptance of your Community Partner Agreement.
- I represent that my business is in good standing with the Colorado Secretary of State, as evidenced by the attached Certificate of Good Standing.

Company Representative Signature: _____ Date: _____

District Representative Signature: _____ Date: _____

Please retain a copy of this form as your receipt of payment and record of acceptance.



Community Partnership Program			
Packages Listed Reflect a One-Year Calendar Year Agreement for 2025 (January 1 through December 31, 2025)			
Community Partnership Packages	Platinum \$1500	Silver \$1000	Bronze \$500
Electronic Advertising			
Community Website: Logo & Listing (www.leydenrocklife.com) - 1,400+ Resident Subscribers	◆	◆	◆
Company Logo & Website Link on District eNewsletters - 2216 Contacts on District Email List - Minimum 2x/month electronic newsletter communications with contact list - Additional Lifestyle/Sponsor focused electronic newsletter communication	◆	◆	◆
Company Spotlight with Business Blurb Lifestyle/Sponsor focused electronic Community Newsletter Company Spotlights are limited one per newsletter.	◆ Minimum of 10 spotlights per year	◆ Minimum of 6 spotlights per year	◆ Minimum of 2 spotlights per year
New Homeowner Welcome Bags			
Company Branded Business Items and Discount Coupons Distributed In All New Homeowner Welcome Bags	◆	◆	◆
Community Event Participation			
Table/Booth/Tent Set-up at Signature Community Events - Talk with neighbors - Distribute Company Branded Items & Discount Coupons	◆ 5 events	◆ 2 events	
Community Event Host - Company logo on all Community Event Signage(ex. Ping pong tourney, back to school, trivia night, etc)	◆		
Resident Giveaways			
Additional Company Spotlight and Thank You included in electronic newsletter announcement of resident giveaway winner - Company will donate a gift card, gift basket, or similar prize with a minimum value of \$50 that we will give away to residents throughout the year.	◆	◆	◆
A La Carte/Add On Partnership Options			
Platinum receives access to all A La Carte Options no cost - Silver receives access to 2 A La Carte Options no cost			
Option	Cost		
Table/Booth/Tent set-up during Signature Community Event (per event) (may substitute prize, same value instead of \$150 pmt)	\$150		
Booth set-up during non signature event (per event)(may substitute prize, same value instead of \$50 pmt)	\$50		
Provide Business Swag and/or Discount Coupons for 250 Welcome Bags (distributed by the District)	\$50		
Host a Community Event, sponsor responsible for all aspects of event, the district will help promote.	\$50		
Host an Educational Event sponsored by the District (host provides snacks & drinks), 5 minute Company intro, leave business swag	\$50		
Provide Business Cards for 250 Welcome Bags (distributed by the District)	\$25		