

LEYDEN ROCK METROPOLITAN DISTRICT

REGULAR MEETING

Via Teleconference

Tuesday, March 18, 2025 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 Arditia, Assistant Secretary	Term to May 2025
Jen Langhals, Assistant Secretary	Term to May 2025

Join Zoom Meeting

<https://us06web.zoom.us/j/88071359768?pwd=02xMIuXp5vNZLLDFeBmyiN9iVyLrcb.1>

Meeting ID: 880 7135 9768

Passcode: 272836

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

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Director Conflict of Interest Disclosures
3. Approval of Agenda
4. Public Comment – Members of the public may express their views to the Board on matters that affect the District on items not otherwise on the agenda. Comments will be limited to three (3) minutes per person.
5. Consent Agenda
 - a. Approval of Minutes from February 18, 2025 Regular Meeting (**enclosure**)
 - b. Approval of Minutes from March 4, 2025 Regular Meeting (**enclosure**)
6. Financial Matters
 - a. Consider Approval of Payables/Financials (**enclosure**)
 - b. Other Financial Matters
7. District Management Matters
 - a. District Manager’s Report (**enclosure**)
 - b. Consider Approval of Independent Contractor Agreement with Rhonda Batchelor d/b/a Rad Booth Co. for Super Heros Kids Dance Event on March 29th (**enclosure**)
 - c. Consider Approval of Independent Contractor Agreement with Tune It Up DJs LLC for DJ Services (**enclosure**)
 - d. Discuss and Consider Approval for Clubhouse Tower Window Repair (**enclosure**)

2025 Regular Meetings

January 7; January 21; February 4; February 18; March 4; March 18; April 1; April 15; May 6; May 20; June 3; June 17; July 1; July 15; August 5; August 19; September 2; September 16; October 7; October 21; November 4; November 18; December 2; December 16 at 6:00 p.m. via teleconference.

- e. Discuss and Consider Approval for 2026 VSPC Voting Poll Center (**enclosure**)
 - f. Other Management Matters
- 8. Legal Matters
 - a. Other Legal Matters
- 9. Capital Projects Discussion
 - a. Other Capital Project Matters
- 10. Director's Matters
 - a. Other Director's Matters
- 11. Other Business
- 12. Adjourn

2025 Regular Meetings

January 7; January 21; February 4; February 18; March 4; March 18; April 1; April 15; May 6; May 20; June 3; June 17; July 1; July 15; August 5; August 19; September 2; September 16; October 7; October 21; November 4; November 18; December 2; December 16 at 6:00 p.m. via teleconference.

1237.0008;

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, February 18, 2025, at 6:00 P.M. via teleconference

Attendance

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

Brett Vernon
Scott J. Plummer
Jeff Cunningham
Christian Ardit
Jen Langhals

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call and Christine Ahern, AdvanceHOA, District Management; Chris Woodley, Mountain Media; Angie Sherman, Keesen Landscape; Katie Cooley, Ascent Land Development; and Ron Hill.

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 and elected to amend the agenda to move item 7.a. Capital Projects Discussion to follow item 4. Public

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

Public Comment None.

Capital Projects Discussion Ms. Cooley informed the Board that the invitation to bid has been sent out and published and anticipates receiving 90% of the plans by February 21 that will be submitted to the City for review. Ms. Cooley noted that Shane Greenburg is no longer with the City of Arvada so there may be new comments from the new planner for the City of Aurora. Ms. Cooley noted that Xcel Energy has requested a \$1,500 fee to review the plans.

Other Capital Project Matters None.

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

- Minutes from January 21, 2025 Regular Meeting

Financial Matters

Consider Approval of Deferred.
Payables/Financials

Other Financial Matters None.

District Management Matters

District Manager's Report Ms. Call presented the report to the Board.

Discussion and Consider Approval of Landscape Proposal O 111855 W 82nd Medians Ms. Sherman presented the Landscape Proposal O 111855 W 82nd Medians to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion and Consider Approval of Landscape Proposal O 115071 Culebra East Side Entrance Ms. Sherman presented the Landscape Proposal O 115071 Culebra East Side Entrance to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion and Consider Approval of Landscape Proposal O 111857 Culebra Center Median Ms. Sherman presented the Landscape Proposal O 111857 Culebra Center Median to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion and Consider Approval of Landscape Proposal O 111443 Clubhouse Grasses Ms. Sherman presented the Landscape Proposal O 111443 Clubhouse Grasses to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Discussion and Consider Approval of Community Sign Stain Proposal Ms. Call presented the Community Sign Stain Proposal to the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the proposal.

Other Management Matters None.

Legal Matters

Other Legal Matters None.

Director's Matters

Other Director's Matters Director Cunningham requested that new consultants be added to the meeting invite.

Director Arditia requested a status updated regarding Mr. Fifer's attendance at a future Board meeting. Ms. Murphy responded that she is waiting for Mr. Fifer to provide his availability for upcoming meeting dates.

Director Vernon noted that he met with a consultant from Jefferson Parkway Public Highway Authority regarding the access easement for a cell phone tower and the consultant was not receptive to the proposal. He further noted that there is a lot of room on the other side of the railroad tracks to install a cell phone tower in an alternative location.

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 18th day of March, 2025.

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

LEYDEN ROCK METROPOLITAN DISTRICT

Held: Tuesday, March 4th, 2025 at 6:00 p.m., via teleconference.

Attendance

The regular 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
Jeff Cunningham
Christian Ardit

Director Langhals was absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, District General Counsel; Katie Call, AdvanceHOA, District Management; and Lindsay Smith; Winzenburg, Leff, Purvis, and Payne, LLP, District Covenant Enforcement Counsel.

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 None.

Legal Matters

Discussion and Consider Approval of Amended and Restated Residential Improvement Guidelines Ms. Smith presented the Amended and Restated Residential Improvement Guidelines to the Board. The Board engaged in discussion regarding Section 3.29(G) – “Flags should not display profanity or promote hate groups.” Following discussion, upon a motion duly made and seconded, the Board approved Section 3.29(G). Director Plummer voted against approval of Section 3.29(G). Following discussion, upon a motion duly made and seconded, the Board unanimously approved the Amended and Restated Residential Improvement Guidelines.

Other Legal Matters None.

District Management Matters

Other Management Matters None.

Capital Projects Discussion

Other Capital Project Matters None.

Director’s Matters

Director Ardita received two quotes for window replacement.

Director Vernon inquired about a listening session for residents regarding final trail plans before contacting the City of Arvada. Director Cunningham noted he is not interested in another listening session. Director Plummer requested that Director Vernon not attend the listening sessions due to the potential for confrontation. Director Ardita and Director Plummer stated they do not think a listening session is necessary.

Director Plummer requested ideas for a large rock on Culebra Street to protect the curb from being damaged by large vehicles.

Director Cunningham inquired about an update on Westridge Park regarding the gap between the sidewalk and rubber mat.

Other Director's Matters

None.

Other Business

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 18th day of March, 2025.

MANAGEMENT REPORT

COMMUNITY:	MANAGER:	REPORT DATE:
Leyden Rock Metro District	Katie Call	March 10, 2025

<p>2025 CAPITAL PROJECTS Board Meeting Schedule: <u>First Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 7 - canceled ❖ February 4 canceled ❖ March 4 ❖ April 1 ❖ May 6 ❖ June 3 ❖ July 1 ❖ August 5 ❖ September 2 ❖ October 7 ❖ November 4 ❖ December 2 	<p>2025 REGULAR BUSINESS Board Meeting Schedule: <u>Third Tuesday of each month</u></p> <ul style="list-style-type: none"> ❖ January 21 ❖ February 18 ❖ March 18 ❖ April 15 ❖ May 20 ❖ June 17 ❖ July 15- ANNUAL MEETING ❖ August 19 ❖ September 16 ❖ October 21 ❖ November 18- BUDGET HEARING ❖ December 16
<p>Last Reserve Study: 2020</p> <p>Operating Fee: \$0.00/year Tract K Filing Fee: \$372/year</p> <p>Current mill levy (2024), for collection in 2025 23.256 mills - (general fund) 30.246 mills - (debt service fund)</p> <p>Special District Election: May 6, 2025</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"> ❖ Preservation Tree Care Info Session: Thurs., April 10 ❖ New Resident Social: Tuesday, April 29 ❖ Arvada Fire Community Meeting: Weds., May 14 ❖ Arvada Police Community Meeting: Tuesday, June 24, 2025
<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: 2,130 Email Open Rate: 78%

COMPLIANCE INSPECTIONS

Inspector: Arlene Lujan

<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</p> <p>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 Arlene. - Close violations as needed. - Send violations to the attorney as needed. <p>Katie to flag any items to Arlene 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, Fence Staining – Begin sending notifications, Painting - 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
Wayfinding Sign Stain	Stain the wood on the wayfinding signs and Ping Pong Park sign	On hold (approved), seasonal
Wayfinding Signpost Stabilization	Concrete post to restabilize	On hold (approved), seasonal
Landscape, 82 nd Ave Medians	Priority 1, dead plant removal/replacement in medians	On hold (approved), seasonal
Landscape, Culebra Entrance- East Side	Priority 2, enhancement to east side, lower section between street and sidewalk within Tract T	On hold (approved), seasonal
Landscape, Culebra Medians	Priority 3, dead plant removal/replacement in medians	On hold (approved), seasonal
Landscape, LR Dr Medians	Priority 3, dead plant removal/replacement in medians	Pending proposal
Landscape, Daybreak northwest entrance	Priority 4, enhancement to walkway to Daybreak within Tract F	Received proposal, on hold
Landscape, Clubhouse Grasses	Recommended dead plant replacements	On hold (approved), seasonal
Guideline Updates	Lighting, Fence Stain Color, Handrails	Complete
Clubhouse Refresh	Table replacement	In progress
Clubhouse Network	Strengthening network connections	On hold, pending budget review
Pool Plaster	Resurfacing the pool	In progress, scheduling vendor meetings
Wayfinding sign repair	Yule & Antero repairs to tracks	Complete
Clubhouse Window Replacement	Tower window damaged, working for replacement	3/18 Board meeting discussion
Pet Waste Repairs	Replacements to damaged large cans	In progress
Pet Waste Additional Locations	Identifying locations for possible new station locations	In progress
Landscape, Tract N	Drainage and landscape improvements	In progress, engaged K.Cooley
Collection Account	Status Check	Pending update from Spencer Fane
Fire Education Videos	Education series	Pending Mtn Media Prod.
Pool, Hourly Checks	Updates to pool monitor reporting	In progress
Tower Storage Room	Seeking shelving options to better utilize storage space	Removed, storage room cleaned up
Paper Towel Holder, pool restroom	Replacement paper towel holder	On hold
Parking Lot Lighting	Adding lighting to the parking lot at the clubhouse	On Hold
Concrete Repairs	Identifying concrete repair needs around the community	Pending cost estimates
Column Stone Replacement	Stone has come off on of the fence columns in the community	Pending cost estimates
Entry Monument Paint	Darken lettering on LR Drive entry	Pending cost estimates

	monument	
Trash Enclosure	External latch addition	Pending cost estimates
Clubhouse Masonry	Repair loose stones & re attach on back deck	Pending cost estimates
Yule Tower- Solar Panel	Bring the electrical to the tower in placement on the solar	On hold
Deck door exterior handle	Add exterior handle/keypad to clubhouse rear deck door	Received proposal, pending budget review
Message Board Stain & Repairs	4 locations, minor repair & stain	Pending cost estimates
Split Rail Fence Repairs & Stain	Stain & repair request for City-owned split rail fence along W 85 th Pl	Pending cost estimates

<i>Ongoing</i>	
<ul style="list-style-type: none"> • Landscape Project Planning • Lifestyle Program • Sponsorship • Weekly E-newsletter communication(s) • Website management • Wayfinding Signs • Message Boards • Clubhouse Reservation Calendar 	<ul style="list-style-type: none"> • Vendor management • Board Meeting Prep/hybrid • Financials, operational • Resident support • Violations • ARC • Surveillance monitoring

CURRENT CONTRACTS

SERVICE	COMPANY	EXPIRATION
Landscaping	Keesen Landscape	December 31, 2025
Snow Removal	Keesen Landscape	May 31, 2025
Weed & Pest Control	Weed Wranglers	December 31, 2025
Pet Waste Removal	Pet Scoop	December 31, 2025
Trash Removal	Republic Services	December 31, 2025
Janitorial Services	Done & Dusted	December 31, 2025
Pool Maintenance	Peak One Pool & Spa	December 31, 2025
Pool Monitors	Mile High Pools	September 4, 2025
HVAC	Timberline Mechanical	December 31, 2025
Design Review	Lee Design Group	December 31, 2025
Fence Staining	Neighborly Fence Staining, LLC	December 31, 2025
Tree Care Services	Preservation Tree Care	December 31, 2025
Pest Control	Advantage Pest Control	December 31, 2025

ANNUAL CALENDAR - 2025

January	<ul style="list-style-type: none"> ▪ District Office Closed - New Years Day ▪ Domain Auto Renewal - January 5, 2026 (biannual renewal)
February	<ul style="list-style-type: none"> ▪
March	<ul style="list-style-type: none"> ▪
April	<ul style="list-style-type: none"> ▪ Board Email Auto Renewal - April 8, 2026 (biannual renewal) ▪ Pool Forms/FOB notices begin
May	<ul style="list-style-type: none"> ▪ Pet Waste- 3x Weekly Starts ▪ District Office Closed – Memorial Day ▪ Snow Contract Expires ▪ Irrigation Start-up / Spring Clean-up ▪ Pool Shade Installation ▪ Phase 3 Fence Staining Begins- May 21, 2025 <i>*tentatively</i> ▪ Special Districts Election- May 6, 2025
June	<ul style="list-style-type: none"> ▪ Backflow Inspection
July	<ul style="list-style-type: none"> ▪ District Office Closed – Independence Day ▪ Annual Town Hall Meeting ▪ Request Holiday Lighting Proposal
August	<ul style="list-style-type: none"> ▪ Budget Season Begins, Request Proposals ▪ Budget Working Session #1
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
October	<ul style="list-style-type: none"> ▪ Pet Waste- 2x Weekly Starts ▪ Final Draft Budget Due to CLA- October 1 ▪ Budget Submitted to Board by CLA- October 15 ▪ Irrigation Shutdown / Fall Clean-up ▪ Pool Shade Removal
November	<ul style="list-style-type: none"> ▪ Budget Hearing ▪ 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- 2025

<i>Events This Month</i>	Hero's Unite Dance	Saturday, March 29, 2025
	Family Bingo	Sunday, March 30, 2025
	Blood Drive	Thursday, March 13, 2025
	Floral Workshop	Thursday, March 27, 2025
<i>Events Next Month</i>	Comedy Show	Friday, April 4, 2025
	Easter Event	Saturday, April 5, 2025
	CPR & First Aid Class	Saturday, April 5, 2025
	Floral Workshop	Saturday, April 26, 2025
<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	May 23, 2025
	Fourth of July	July 4, 2025
	Fall Fest	September 20, 2025
	Adults Derby Party	Saturday, May 3, 2025
	Turkey Trot	Saturday, November 15, 2025
	Holiday Market	First weekend in December, Saturday, December 6, 2025
		Sunday, December 7, 2025
Santa Visits	Sunday, December 14, 2025	
<i>Club Activity</i>	Mahjong Club*	Weekly meetups
	Running Club	Weekly meetups
	Chess Club	Bi-weekly meetups
	Book Club	Monthly meetups
	Bunco Club	Monthly meetups
	Craft Club	Monthly meetups
	Give Back Club	Monthly meetups

CLUBHOUSE RENTAL HISTORY- 2025

MONTH	RESIDENT	NON-RESIDENT	NON-PAYING RENTALS (501c3, clubs, HOA)	Total
<i>January</i>	3	0	25	28
<i>February</i>	2	0	15	17
<i>March</i>	4	3	26	33
<i>April</i>				
<i>May</i>				
<i>June</i>				
<i>July</i>				
<i>August</i>				
<i>September</i>				
<i>October</i>				
<i>November</i>				
<i>December</i>				

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Rad Booth Co

Title of Agreement/Contract: Photo Booth Services for March 29, 2025 Event

Agreement/Contract Date: March 18, 2025

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 immediately notify the District in writing of any and all damage caused by the Contractor to District property and that of third parties. 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.

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 receive workers’ compensation benefits or unemployment insurance benefits from the District 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 is obligated to pay federal and state income tax on any moneys paid pursuant to this Agreement.** 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 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 and its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 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. 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



Rad Booth Co
7193210928
radboothco@gmail.com

137 High Meadows Drive
Florence, 81226 81226
United States

Item	Qty/Hrs	Tax	Price	Subtotal
Collection 1				
<ul style="list-style-type: none"> • 2 HOUR RENTAL • SET UP + TAKE DOWN • PHOTO BOOTH & STAND • UP TO 5 CUSTOM BORDERS • ATTENDANT 	1		\$300.00	\$300.00

Subtotal: \$300.00

Tax: \$0.00

Total: \$300.00

Remainder: \$300.00

LEYDEN ROCK METROPOLITAN DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Tune It Up DJs LLC
Title of Agreement/Contract: DJ Services for March 29, 2025 Event
Agreement/Contract Date: March 18, 2025

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 immediately notify the District in writing of any and all damage caused by the Contractor to District property and that of third parties. 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.

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 receive workers’ compensation benefits or unemployment insurance benefits from the District 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 is obligated to pay federal and state income tax on any moneys paid pursuant to this Agreement.** 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 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 and its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 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. 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

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

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

Exhibit A
Scope of Services/Compensation Schedule



Turn It Up DJs LLC
200 Summit Blvd
Unit 202
Broomfield, Colorado 80021
United States

Mobile: 720-948-9108
turnitupdjs.com

Items	Quantity	Price	Amount
DJ Services Music and Dance 4:30 pm to 7:30 pm	1	\$300.00	\$300.00
Attendant Service Help with Food, Drinks, and Cleanup 4:30 pm to 7:30 pm	1	\$100.00	\$100.00
Disco Lights Disco Lighting at no extra cost	1	\$0.00	\$0.00
Total:			\$400.00
Amount Due (USD):			\$400.00



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: March 12, 2025

Re: Clubhouse Tower Window Repair Proposal

We met with clubhouse repair Board liaisons Brett and Christian to review proposals for the broken window on the top level of the clubhouse tower. Receiving multiple proposals for this repair proved challenging, as many companies required a minimum of three windows per job or declined due to the complexity of the window's location and size. Christine was able to track down proposals to compare from Higgs Production Services and Fast Glass.

After reviewing the proposals and considering the difficulties associated with access and material options, there was collective agreement to move forward with the Higgs Production Services proposal and move forward immediately due to the safety concerns. This proposal is being presented for formal approval.

Vendor	Total
Higgs Production Services	\$3,474.69
Fast Glass	\$5,050.00



LEYDEN ROCK
METROPOLITAN DISTRICT



ESTIMATE

Higgs Production Services LLC
12216 Sunflower St
Broomfield, CO 80020

Banking@higgs.pro
+1 (303) 223-9808
www.higgsproductionsservices.com



Bill to

Leyden Rock Metro District
C/O Advance HOA
PO Box 370390
Denver, CO 80237

Ship to

Leyden Rock Metro District
C/O Advance HOA
17685 W 83rd Dr
Arvada, CO 80007

Estimate details

Estimate no.: 10157
Estimate date: 01/24/2025

Date	Product or service	Description	Qty	Rate	Amount
	Windows	48x42 Double pane glass with low-e & grids installed - needing an extra long ladder to go inside up to the attic and a boom lift to get to the exterior of the window	1	\$1,710.38	\$1,710.38
	Services	Boom lift rental for proper installation of the glass due to the building obstructions.		\$1,764.31	\$1,764.31
				Total	\$3,474.69

Accepted date

Accepted by



Christine Ahern
 Leyden Rock Community
 17685 W 83rd Dr
 Arvada, CO 80007

(720) 765-4668
 christine.ahern@advancehoa.com

ESTIMATE	#25076
ESTIMATE DATE	Feb 27, 2025
SERVICE DATE	Jan 31, 2025
EXPIRATION DATE	Mar 1, 2025
TOTAL	\$5,098.00

CONTACT US

31365 Burn Ln
 Evergreen, CO 80439

(720) 849-1810
 cj@fastglassco.com

Service completed by: Ryan & Kyle Slaven

ESTIMATE

Services	qty	unit price	amount
Labor	1.0	\$1,200.00	\$1,200.00
Atrium Lift - Rental (One Day)	1.0	\$3,250.00	\$3,250.00

Services subtotal: \$4,450.00

Materials	qty	unit price	amount
Glass Unit	1.0	\$600.00	\$600.00

Materials subtotal: \$600.00

Subtotal	\$5,050.00
Tax (Sales Tax 8%)	\$48.00

Total \$5,098.00



MEMORANDUM

To: Board of Directors

From: Katie Call, Community Manager

Date: March 5, 2025

Re: 2026 Jefferson County Stage 2 Voting Poll Center

Following another successful election in 2024, Jefferson County has expressed interest in continuing to utilize the clubhouse as a Stage 2 Voting Poll Center (VSPC) for the 2026 elections. The proposed schedule for 2026 is

Thursday, October 29th, 2026 through Wednesday, November 4th, 2026.

Jefferson County provided a high-level recap of the 2024 General Election, highlighting our location's role in the voting process:

- A total of 26,284 voters participated at VSPCs, with 13,358 voting on the final day.
- As a Stage 2 polling center, our location served 253 voters over four days of operation, ranking 14th out of 16 Stage 2 locations.
- Overall, we ranked 26th out of 34 polling centers in voter turnout.
- In-person voting exceeded 22%, an increase compared to the 2020 elections.
- There was a 6.85% increase in voters utilizing VSPCs overall.

Additionally, our location served as a mail ballot drop-off site with the following results:

Mail Ballots Returned at Leyden Rock Community Center	
Date	Count
11/2/2024	66
11/3/2024	
11/4/2024	57
11/5/2024	299
Total	422