

**MERIDIAN RANCH METROPOLITAN DISTRICT (MRMD)  
MERIDIAN SERVICE METROPOLITAN DISTRICT (MSMD)  
MERIDIAN RANCH METROPOLITAN DISTRICT 2018 SUBDISTRICT (MRMD 2018 Subdistrict)  
REGULAR MEETING AGENDA**

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
Butch Gabrielski	President	May 2023
Wayne Reorda	Secretary/Treasurer	May 2022
Bill Gessner	Asst. Secretary/Treasurer	May 2023
Mike Fenton	Asst. Secretary/Treasurer	May 2023
Tom Sauer	Asst. Secretary/Treasurer	May 2022

**DATE:** Wednesday, March 3, 2021

**TIME:** 10:00 a.m.

**PLACE:** Meridian Ranch Recreation Center  
10301 Angeles Road  
Peyton, CO 80831

**NOTE: This meeting will be held in person. However, the Public may participate by telephone by calling 1-571-317-3112 and using meeting access code 844-037-989. Please comply with the Governor's Executive Orders and State Public Health Orders – wear masks and maintain distance.**

**I. ADMINISTRATIVE ITEMS:**

- A. Call to Order
- B. Conflicts of Interest
- C. Approve Agenda
- D. Visitor Comments (Limited to 3 minutes per resident or household)
- E. Review and Approve February 3, 2021 Combined Regular Board Meeting Minutes (enclosure) **Page 3**

**II. FINANCIAL ITEMS:**

- A. Review and Accept Cash Position Summary and Unaudited Financial Statements (enclosure and/or distributed under separate cover) **Page 9**
- B. Review Tap Fee Report for Information Only (enclosure and/or distributed under separate cover) **Page 18**
- C. Review, Ratify and Approve Monthly Payment of Claims (enclosure and/or distributed under separate cover) **Page 19**
- D. Receive Finance Committee Report **Page 22**

**III. OPERATIONS & ENGINEERING ITEMS:**

- A. Information Items (No Action)
  - 1. MSMD Operations Reports – Water, Sewer, Parks and Grounds, Recreation (enclosure and/or handout) **Page 23**
  - 2. Manager's Verbal Report

B. Consent Items (enclosures)

1. Ratify CCO1 with Hydro Resources for Well Sites 5/7/8 to adjust quantities of bid items for wells LFH-5 and LFH-8, \$2,395 **Page 26**
2. Approve new job descriptions for Admin Analyst/HR Coordinator and Building Maintenance Technician **Page 30**
3. Approve and authorize all MRMD directors to sign 2019 Audit Exemption Application for Meridian Ranch Metropolitan District 2018 Subdistrict **Page 38**

C. Action Items

1. Approve and authorize President to sign Work Authorization No. 2 with Vivid Engineering Group for Materials Testing Services for Well Sites 5/7/8, \$11,528 **Page 45**
2. Approve revision to MRRC Handbook to add a Video Surveillance Policy **Page 52**
3. Approve and authorize President sign Consulting Services Agreement with Design Edge for architectural services related to remodel of the MRRC lobby, \$14,600. **Page 72**
4. Various items related to expansion of leased office space for MSMD administrative offices:
  - a. Approve and authorize President to sign a termination of sublease to GTL for space at the current MSMD leased administrative office
  - b. Approve and authorize President to sign a new sublease with GTL for additional MSMD office space at The Shops

IV. **DEVELOPER ITEMS:**

- A. Verbal Report from Construction Manager

V. **DIRECTOR ITEMS:**

- A. GM Hail and Farewell

VI. **LEGAL ITEMS:**

- A.

VII. **ADJOURNMENT:**

**The next regular meeting of the Boards is scheduled for Wednesday, April 7, 2021 at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.**

# RECORD OF PROCEEDINGS

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**MINUTES OF THE COMBINED REGULAR MEETING  
OF THE BOARDS OF DIRECTORS OF THE  
MERIDIAN RANCH METROPOLITAN DISTRICT (MRMD)  
MERIDIAN SERVICE METROPOLITAN DISTRICT (MSMD)  
MERIDIAN RANCH METROPOLITAN DISTRICT 2018 SUBDISTRICT (MRMD 2018 Subdistrict)**

**Held:** February 3, 2021, 10:00 a.m., at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831

**Attendance:** The following Directors were in attendance:

Butch Gabrielski, President (via teleconference)  
Wayne Reorda, Secretary/Treasurer (via teleconference)  
Bill Gessner, Asst. Secretary/Treasurer (via teleconference)  
Mike Fenton, Asst. Secretary/Treasurer (via teleconference)  
Tom Sauer, Asst. Secretary/Treasurer (via teleconference)

Also present were:

David Pelser; Meridian Service Metro District  
Jim Nikkel; Meridian Service Metro District  
Jennette Coe; Meridian Service Metro District (via teleconference)  
Deawne Maddox; Meridian Service Metro District  
Ryan Kozlowski; Meridian Service Metro District (via teleconference)  
Braden McCrory; Meridian Service Metro District (via teleconference)  
Ron Fano; Spencer Fane (via teleconference)  
Jamie Cotter; Spencer Fane (via teleconference) joined at 11:24 AM  
Tom Kerby; Tech Builders (via teleconference)  
Jim O'Hara; Tech Builders (via teleconference)  
Jenny Frost; Tech Builders (via teleconference)  
Angela Kelly; CRS (via teleconference)  
Nancy Loew; Homeowner (via teleconference)

**Call to Order** A quorum of the Board was present, and the Directors confirmed their qualification to serve. The meeting was called to order at 10:04 a.m.

**Disclosure Matter** Mr. Fano noted that written disclosures of the interests of all Directors have been filed with the Secretary of State.

**Approve Agenda** The Board reviewed the Agenda. A motion was made to approve the agenda. The motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

**Visitor Comments** Ms. Loew shared the following:

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- Recreation center needs to continue enforcing mandates, cleaning surfaces frequently and locker rooms made available as soon as COVID regulations allow.
- Plow all Meridian Ranch trails, including trails in green space areas and pocket park areas.
- Landscaping improvements and invasive weeds.
- Make sure irrigation system is functioning correctly after sidewalk construction by El Paso County.
- Finish utility work at corner of The Lodge parking lot (Rainbow Bridge at Stone Valley) and replace landscaping.
- Link Eastridge Trail with Green Space at Mt. Lincoln and Mt. Columbia.
- Well and water storage projects completed on time, without issues.
- More social activities at the Recreation Center when COVID-19 restrictions have been lifted. Bring back clubs and activities.
- Outdoor improvements – benches along trails, outdoor basketball court, and tennis/pickleball court.

**Approve Minutes** The Board reviewed the January 6, 2021 Board Minutes and a motion was made, and seconded to approve the minutes as presented. Following a roll call vote, the minutes were approved by unanimous vote of directors present.

**Welcome GM** Mr. Pelsler welcomed Jim Nikkel as the new Meridian Service Metropolitan District General Manager. Mr. Nikkel started employment on February 1, 2021. A motion was made and seconded to approve the reclassification of David Pelsler to Special Consultant to the General Manager effective February 1, 2021 and until Mr. Pelsler's retirement from full-time service.

**Financial Items** MRMD and MRMD 2018 Subdistrict Quarterly Cash Position Summary and Financial Statements: Ms. Kelly, with CRS, reviewed the cash position summary and fourth quarter financial reports for the year ended December 31, 2020. A motion was made to accept the cash position summary and quarterly financial reports as presented.

MSMD Cash Position Summary and Financial Statements: Ms. Coe reviewed the cash position summary and monthly financial reports for December, 2020. A motion was made to accept the cash position summary and financial statements as presented. The motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Review 2021 Tap Fee Report: Ms. Coe reviewed the 2021 Tap Fee Report with the Board for information only.

Approval of Payment of Claims: Ms. Coe reviewed the updated claims presented for approval at this meeting represented by check numbers:

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- MSMD Interim checks for ratification: 12991-13013 totaling \$55,852.58
- MSMD: 13014-13056 totaling \$1,005,864.46
- MRMD: 02242-02251 totaling \$8,286.47

A motion was made to approve the MSMD payment of claims, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

A motion was made to approve the MRMD payment of claims, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Receive Finance Committee Report: Ms. Coe noted the Finance Committee met on January 21, 2021 and gave a summary of the Finance Committee Report on page 22 of the packet. The January interim checks were reviewed and signed by Director Gabrielski and Director Sauer.

### Manager Items

#### Information Items:

MSMD Operations Reports: Mr. McCrory presented the water, sewer, parks and grounds, and drainage operation reports which included information from pages 23-25 of the Board Packet. Director Gessner asked that the concerns of possible irrigation system damages while El Paso County has been installing new sidewalks and curbs be kept on the front burner. Mr. McCrory stated an air compressor has been rented and Mr. Myszkowski has already started testing for possible damages. Director Reorda stated El Paso County should be responsible if there are damages.

Mr. Kozlowski presented the Recreation Center Report to the Board which included information from pages 26-28 of the Board Packet.

In addition to the report:

- Mr. Kozlowski stated they have already received four advertisements for the March Newsletter and are on target to publish the March publication with the assistance of Ms. Orth remotely.
- Mr. Kozlowski will hold off on hiring a replacement for the Recreational Center Administrative Manager position until the COVID restrictions ease.
- Mr. Kozlowski has purchased table games so Meridian Ranch resident game nights may be held.
- Mr. Kozlowski said he will have an update in March on the Recreation Center Lobby remodeling project. Mr. Guzman asked if this remodeling project will include an expansion of the Childcare Facility. Mr. Kozlowski

## RECORD OF PROCEEDINGS

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stated the childcare numbers from the past 2 years have shown this is not an immediate need and is not planned during this remodel.

- Mr. Reorda asked what will be done with the old equipment that is being replaced at the Recreation Center. Mr. Fano will check into the legalities of MSMD equipment being sold.

### Managers Verbal Report: Mr. Pelsler provided status reports on the following matters:

- Drilling completed at Well Sites 5, 7 & 8; pump tests are in progress and critical mechanical and electrical equipment is on order and waiting to be received.
- MVEA is on schedule to serve well sites with electric power through new transformers.
- The Eastonville Raw Water Pipeline is substantially complete – remaining work includes installation of specialty fittings, pressure testing, and disinfection. This pipeline will connect Well Sites 5, 7, 8, and D-1 to the filtration plant.
- Draft Report for Water & Wastewater CIP is expected from consultants soon.
- Risk assessment is under way.
- Mr. Nikkel started Monday and is meeting staff.

### Action Items:

1. Ratify MVEA WO 20-2327 for electrical service to Well Site No. 8, \$17,178.00; and Ratify MVEA WO 20-2326 for electrical service to Well Site No. 7, \$16,862.00

A motion was made to ratify MVEA WO 20-2327, Mr. Gessner made a motion to amend the motion to include ratifying MVEA WO 20-2327 and MVEA WO 20-2326. The amended motion was accepted and seconded and following a roll call vote was approved by unanimous vote of directors present to ratify both MVEA work orders 20-2327 and 20-2326.

2. Approve purchase of replacement fitness equipment from Fitness Gallery, \$19,812.00

A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to approve the purchase of replacement fitness equipment from Fitness Gallery for \$19,812.00.

3. Approve updated job description for Water Operations Manager

The Board requested previously to see the Water Operations Manager job description. Mr. Pelsler presented an updated job description. A motion was made, seconded and following a roll call vote was

## RECORD OF PROCEEDINGS

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approved by unanimous vote of directors to approve the Water Operations Manager job description.

4. Approve and authorize President to sign Construction Contract Change Order No. 1 with Premier Earthworks & Infrastructure, Inc. (PEI) for rock bedding on the Woodmen Hills Sewer Bypass Phase 1 project, \$128,418.36

A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to authorize President to sign the construction contract change order No. 1 with (PEI) for rock bedding on the Woodmen Hills Sewer Bypass Phase 1 project for \$128,418.36.

5. Approve and authorize President to sign Construction Contract Change Order No. 2 with Native Sun Construction to reduce the contract price and extend completion dates for the Well Site No. 6 Site Improvements project, \$11,990.24 credit

A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to authorize President to sign Construction Contract Change Order No. 2 with Native Sun Construction to reduce the contract price and extend completion dates for the Well Site No. 6 Site Improvement project for a credit of \$11,990.24.

6. Consider 2021 Falcon Freedom Days and City of Colorado Springs inquiry about participation in regional event similar to 2020, provide direction to staff

Joining the City of Colorado Springs for the second annual Symphony on the Porch was discussed for July, 2021. Mr. Guzman stated that GTL would like to contribute for this event in 2021. Mr. Gessner stated the Board of Directors were all in agreement they would like to pursue the involvement in this regional event with the City of Colorado Springs for 2021. Mr. Kozlowski will get more information regarding the 2021 event date and get an estimate from Western Fireworks to bring to The Board next month.

### Developer Items

Mr. Guzman provided a verbal report to the Board on the status of Meridian Ranch development activities with the following:

- Colorado Springs sales are the strongest in 10 years.
- Availability and timing of lots in various filings was discussed.
- Paving of the extension of Rex Rd to Eastonville and paving in front of the water filtration plant may occur next summer.

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- GTL will maintain access to the water filtration plant during construction of The Estates At Rolling Hills Ranch and Rolling Hills Ranch.
- Tamlin Line – the 20 year old ductile iron pipe within the Oakwood Homes development will be replaced with 16” PVC pipe of larger diameter for only \$10,000 additional cost. GTL and Woodmen Hills Metro District are coordinating with Oakwood Homes. [MSMD is identified in easements through the Oakwood development and in the original Tamlin line agreements as the likely successor in interest to GTL for ownership of this water supply pipeline that is intended for delivering alternative water supplies to MSMD and WHMD].

**Director Items**            There were no director items.

**Legal Items**            A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to open an executive session pursuant to C.R.S. 24-6-402(4)(b): consult with and receive advice from legal counsel regarding legal issues related to arbitration with Cherokee Metropolitan District. A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to close the executive session. There was no reportable action.

**Adjournment**            There being no further business to come before the Board, the President adjourned the meeting at approximately 11:39 a.m.

The next regular meeting of the Boards is scheduled for March 3, 2021 at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, CO 80831. This will be a virtual meeting conducted electronically due to the COVID-19 pandemic. The public may participate by telephone conference.

Respectfully submitted,

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Secretary for the Meeting

**MERIDIAN SERVICE METROPOLITAN DISTRICT  
CASH POSITION SUMMARY  
For the Period Ended January 31, 2021  
Adjusted as of February 25, 2021**

	<b>CHECKING Wells Fargo</b>
<b>Account Activity Item Description</b>	
<b>Cash balance at end of period</b>	<b>\$ 6,174,904</b>
<b>February activity:</b>	
Utility billing from residents	413,898
Recreation Center fees	8,847
Tap fees and meter fees (In)	298,000
Tap fees transferred to MRMD (Out)	(18,000)
El Paso County Collection of Delinquent Accounts	1,206
Transfer from Meridian Ranch - IGA	-
Transfer from Meridian Ranch - CTF	-
AT&T, Falcon Freedom Days and reimbursements	78,706
Coronavirus Relief Fund Reimbursement	4,073
Transfer to payroll account	(142,350)
February checks and automatic payments	
Operations	(1,076,510)
Interest, fees and returned checks	(538)
<b>Sub-total</b>	<b>5,742,235</b>
March 3rd checks Estimate	(2,200,000)
<b>Adjusted balance</b>	<b>\$ 3,542,235</b>
Restricted Funds to transfer:	
Rate Stabilization Fund	(694,584)
Conservation Trust Funds	158,221
Emergency Reserve	16,995
Emergency Sewer Reserve	(65,172)
Capital improvements	(1,637,914)
<b>Adjusted Unrestricted Balance</b>	<b>\$ 1,319,781</b>

**MERIDIAN SERVICE METROPOLITAN DISTRICT  
CASH POSITION RECONCILED TO GENERAL LEDGER  
CASH POSITION SUMMARY  
For the Period Ended January 31, 2021  
Adjusted as of February 25, 2021**

Account Activity Item Description	Checking Wells Fargo	Payroll Wells Fargo	Petty Cash	INVESTMENTS ColoTrust Plus					TOTAL ALL ACCOUNTS
				Conservation Trust Funds	5% Reserve	Sewer Reserve (\$2)	Capital Improvements	Project Funds	
<b>Cash balance at end of period</b>	6,174,903.90	64,148	414	158,251	1,596,361	278,597	305,934	3,916,038	<b>12,494,647</b>
<b>February activity:</b>									
Utility billing from residents	413,898	-	-	-	-	-	-	-	413,898
Recreation Center fees	8,847	-	-	-	-	-	-	-	8,847
Tap fees and meter fees (In)	298,000	-	-	-	-	-	-	-	298,000
Tap fees transferred to MRMD (Out)	(18,000)	-	-	-	-	-	-	-	(18,000)
El Paso County Collection of Delinquent Accounts	1,206	-	-	-	-	-	-	-	1,206
Transfer from Meridian Ranch - IGA	-	-	-	-	-	-	-	-	-
Transfer from Meridian Ranch - CTF	-	-	-	-	-	-	-	-	-
AT&T, Falcon Freedom Days and reimbursements	78,706	-	-	-	-	-	-	-	78,706
Coronavirus Relief Fund Reimbursement	4,073	-	-	-	-	-	-	-	4,073
Transfer to payroll account	(142,350)	142,350	-	-	-	-	-	-	-
Reserve transfers	-	-	-	-	-	-	-	-	-
February checks and automatic payments									
Operations	(1,076,510)	(133,872)	-	-	-	-	-	-	(1,210,383)
Capital improvements	-	-	-	-	-	-	-	-	-
Interest, fees and returned checks	(538)	-	-	-	-	-	-	-	(538)
<b>Sub-total</b>	5,742,235	72,626	414	158,251	1,596,361	278,597	305,934	3,916,038	12,070,456
March 3rd checks Estimate	(2,200,000)	-	-	-	-	-	-	-	(2,200,000)
<b>Adjusted balance</b>	3,542,235	72,626	414	158,251	1,596,361	278,597	305,934	3,916,038	9,870,456
<b>Less restricted funds as of January 31, 2021:</b>									
Rate Stabilization Fund	(694,584)	-	-	-	-	-	-	-	(694,584)
Wells Fargo Payroll Account	-	(72,626)	-	-	-	-	-	-	(72,626)
Petty Cash	-	-	(414)	-	-	-	-	-	(414)
Conservation Trust Funds	158,221	-	-	(158,251)	-	-	-	-	(31)
5% Reserve Fund	16,995	-	-	-	(1,596,361)	-	-	-	(1,579,366)
Sewer Reserve Fund	(65,172)	-	-	-	-	(278,597)	-	-	(343,769)
Capital improvements	-	-	-	-	-	-	(305,934)	-	(305,934)
Project Funds	(1,637,914)	-	-	-	-	-	-	(3,916,038)	(5,553,952)
<b>Unrestricted cash balance</b>	<b>\$ 1,319,781</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,319,781</b>

Note: Additional investment accounts can be used for extraordinary expenditures.

Meridian Service Metropolitan District  
Statement of Revenues, Expenses and Change in Fund Balance  
Budget vs. Actual - Accrual Basis  
SUMMARY OF ALL FUNDS  
For the One Month Ended January 31, 2021

			Variance Over		
	Month of Jan 2021	YTD Actual	Adopted 2021 Budget	(Under) Budget	% of Budget (8.3% YTD)
<b>REVENUES</b>					
General Revenue - Fund 10	\$4,338	\$4,338	\$286,910	(\$282,572)	1.5%
Parks/Grounds Revenue - Fund 15	90,300	90,300	1,107,175	(1,016,875)	8.2%
Rec Center Revenue - Fund 16	146,760	146,760	1,889,250	(1,742,490)	7.8%
Water Revenue - Fund 40	198,543	198,543	3,150,000	(2,951,457)	6.3%
Sewer Revenue - Fund 50	139,816	139,816	3,107,525	(2,967,709)	4.5%
Billing Fees	2,870	2,870	71,400	(68,530)	4.0%
Grant Revenue	-	-	35,000	(35,000)	-
Interest Income	560	560	-	560	-
<b>TOTAL REVENUES</b>	<b>583,187</b>	<b>583,187</b>	<b>9,647,260</b>	<b>(9,064,073)</b>	<b>6.0%</b>
<b>EXPENSES</b>					
<b>Capital Expenses</b>					
Capital Expense - Other	7,030	7,030	1,630,000	(1,622,970)	0.4%
Capital Expense P&G Fund 15	-	-	300,000	(300,000)	-
Capital Expense MRRC Fund 16	-	-	350,000	(350,000)	-
Capital Expense Water Fund 40	473,224	473,224	6,115,000	(5,641,776)	7.7%
Capital Expense Sewer Fund 50	272,399	272,399	1,295,000	(1,022,601)	21.0%
Capital Outlay - Vehicle	-	-	131,900	(131,900)	-
Developer Reimbursements	-	-	750,000	(750,000)	-
<b>TOTAL Capital Expenses</b>	<b>752,653</b>	<b>752,653</b>	<b>10,571,900</b>	<b>(9,819,247)</b>	<b>7.1%</b>
<b>Total Fund &amp; General Expenses</b>					
General & Admin. Expense	118,618	118,618	805,015	(686,397)	14.7%
Personnel Expenses	114,371	114,371	2,365,640	(2,251,269)	4.8%
Parks/Grounds Expense - Fund 15	8,495	8,495	427,500	(419,005)	2.0%
MRRC Expense - Fund 16	38,131	38,131	390,000	(351,869)	9.8%
Water Expense - Fund 40	12,164	12,164	508,010	(495,846)	2.4%
Sewer Expense - Fund 50	21,908	21,908	696,300	(674,392)	3.1%
General Operating Expenses	63,957	63,957	1,063,733	(999,776)	6.0%
TABOR Emergency Reserve 3%	-	-	8,610	(8,610)	-
<b>TOTAL Total Fund &amp; General Expenses</b>	<b>377,644</b>	<b>377,644</b>	<b>6,264,808</b>	<b>(5,887,164)</b>	<b>6.0%</b>
<b>TOTAL EXPENSES</b>	<b>1,130,297</b>	<b>1,130,297</b>	<b>16,836,708</b>	<b>(15,706,411)</b>	<b>6.7%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>(547,110)</b>	<b>(547,110)</b>	<b>(7,189,448)</b>	<b>6,642,338</b>	
<b>Other Financing Sources (Uses)</b>					
Tap Fees Received	290,000	290,000	3,500,000	(3,210,000)	8.3%
Tap Fees Transferred to MRMD	(18,000)	(18,000)	(3,500,000)	3,482,000	0.5%
Transfer from (to) MRMD	-	-	750,000	(750,000)	-
Transfer from (to) Other Funds	(47,538)	(47,538)	(572,048)	524,510	8.3%
Emergency Reserve (5%)	47,084	47,084	565,000	(517,916)	8.3%
Emergency Reserve (\$2) - Sewer	5,870	5,870	72,048	(66,178)	8.1%
Rate Stabilization Reserve	(5,416)	(5,416)	(65,000)	59,584	8.3%
<b>TOTAL Other Financing Sources (Uses)</b>	<b>272,000</b>	<b>272,000</b>	<b>750,000</b>	<b>(478,000)</b>	<b>36.3%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(\$275,110)</b>	<b>(\$275,110)</b>	<b>(\$6,439,448)</b>	<b>\$6,164,338</b>	
<b>BEGINNING FUND BALANCE**</b>		12,463,790			
<b>ENDING FUND BALANCE</b>		<u>\$12,188,680</u>			
Operating Capital Fund Balance		9,578,703			
Emergency Reserve Fund Balance 5%		1,579,223			
Sewer Reserve Fund Balance \$2		336,170			
Rate Stabilization Fund Balance		694,584			
<b>Total Fund Balance</b>		<u>\$12,188,680</u>			

**Meridian Service Metropolitan District**  
**Statement of Revenues, Expenses and Change in Fund Balance**  
**Budget vs. Actual - Accrual Basis**  
**General Fund**  
**For the One Month Ended January 31, 2021**

	Month of Jan 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (8.3% YTD)
<b>REVENUES</b>					
IGA - Meridian Ranch	-	-	\$260,000	(\$260,000)	-
AT&T Lease	1,445	1,445	18,310	(16,865)	7.9%
Newsletter Contrib.	800	800	4,800	(4,000)	16.7%
MSMD Office Sub-Lease	2,093	2,093	3,800	(1,707)	55.1%
Interest Income	143	143	-	143	-
<b>TOTAL REVENUES</b>	<b>4,481</b>	<b>4,481</b>	<b>286,910</b>	<b>(282,429)</b>	<b>1.6%</b>
<b>EXPENSES</b>					
Accounting	108	108	1,100	(992)	9.8%
Audit	-	-	14,500	(14,500)	-
Payroll & HR Services	2,590	2,590	43,800	(41,210)	5.9%
Engineering/Consulting	104	104	700	(596)	14.9%
Legal	11,671	11,671	30,000	(18,329)	38.9%
Personnel Expenses	810	810	35,215	(34,405)	2.3%
Copier - Contract Expenses	362	362	6,605	(6,243)	5.5%
IT/Computer/Software	81	81	10,000	(9,919)	0.8%
Rent - Shared	3,549	3,549	75,000	(71,451)	4.7%
Telephone & Internet	98	98	700	(602)	14.0%
Telephone & Internet - Shared	857	857	7,725	(6,868)	11.1%
Utilities - Shared	545	545	6,695	(6,150)	8.1%
Supplies	491	491	3,100	(2,609)	15.8%
Licenses,Certs & Memberships	497	497	1,000	(503)	49.7%
Subscriptions	25	25	700	(675)	3.6%
Bank Charges	32	32	500	(468)	6.4%
Public Information	-	-	500	(500)	-
Meals & Entertainment	-	-	200	(200)	-
Miscellaneous Expense	-	-	1,000	(1,000)	-
COVID Expense	-	-	3,200	(3,200)	-
Insurance	392	392	3,500	(3,108)	11.2%
Vehicle, Equipment & Travel	61	61	3,000	(2,939)	2.0%
TABOR Emergency Reserve 3%	-	-	8,610	(8,610)	-
<b>TOTAL EXPENSES</b>	<b>22,273</b>	<b>22,273</b>	<b>257,350</b>	<b>(235,077)</b>	<b>8.7%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(\$17,792)</b>	<b>(\$17,792)</b>	<b>\$29,560</b>	<b>(\$47,352)</b>	
BEGINNING FUND BALANCE**		66,441			
ENDING FUND BALANCE		<u><u>\$48,649</u></u>			

Meridian Service Metropolitan District  
Statement of Revenues, Expenses and Change in Fund Balance  
Budget vs. Actual - Accrual Basis  
Parks & Grounds Fund  
For the One Month Ended January 31, 2021

	Month of Jan 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (8.3% YTD)
<b>REVENUES</b>					
Parks & Grounds Fees	\$75,784	\$75,784	\$927,150	(\$851,366)	8.2%
Street Lighting Fees	14,515	14,515	180,025	(165,510)	8.1%
Billing Fees	718	718	17,850	(17,133)	4.0%
Grant Revenue	-	-	35,000	(35,000)	-
Interest Income	14	14	-	14	-
<b>TOTAL REVENUES</b>	<b>91,031</b>	<b>91,031</b>	<b>1,160,025</b>	<b>(1,068,994)</b>	<b>7.8%</b>
<b>EXPENSES</b>					
<b>General &amp; Admin. Expense</b>					
Accounting	408	408	4,550	(4,142)	9.0%
Customer Billing Services	1,490	1,490	11,040	(9,550)	13.5%
Engineering/Consulting	394	394	3,500	(3,106)	11.3%
Legal	117	117	2,500	(2,383)	4.7%
Personnel Expenses	8,708	8,708	246,875	(238,167)	3.5%
General Operations - Admin	807	807	9,900	(9,093)	8.2%
<b>TOTAL General &amp; Admin. Expense</b>	<b>11,924</b>	<b>11,924</b>	<b>278,365</b>	<b>(266,441)</b>	<b>4.3%</b>
<b>Operating Expense</b>					
Landscape Repair & Maint.	8,076	8,076	364,500	(356,424)	2.2%
Hardscape Repair & Maint.	-	-	21,000	(21,000)	-
Park Maint.	419	419	27,000	(26,581)	1.6%
Pond Maint.	-	-	15,000	(15,000)	-
Utilities	13,629	13,629	171,350	(157,721)	8.0%
Insurance	1,486	1,486	12,360	(10,874)	12.0%
Vehicle, Equipment & Travel	467	467	15,000	(14,533)	3.1%
<b>TOTAL Operating Expense</b>	<b>24,077</b>	<b>24,077</b>	<b>626,210</b>	<b>(602,133)</b>	<b>3.8%</b>
Capital Outlay - Vehicle	-	-	58,900	(58,900)	-
<b>TOTAL EXPENSES</b>	<b>36,001</b>	<b>36,001</b>	<b>963,475</b>	<b>(927,474)</b>	<b>3.7%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>55,030</b>	<b>55,030</b>	<b>196,550</b>	<b>(141,520)</b>	
<b>Other Financing Sources (Uses)</b>					
<b>Transfer from (to) Other Funds</b>					
Transfer from (to) Capital	(25,000)	(25,000)	(300,000)	275,000	8.3%
<b>TOTAL Transfer from (to) Other Funds</b>	<b>(25,000)</b>	<b>(25,000)</b>	<b>(300,000)</b>	<b>275,000</b>	<b>8.3%</b>
<b>TOTAL Other Financing Sources (Uses)</b>	<b>(25,000)</b>	<b>(25,000)</b>	<b>(300,000)</b>	<b>275,000</b>	<b>8.3%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$30,030</b>	<b>\$30,030</b>	<b>(\$103,450)</b>	<b>\$133,480</b>	
<b>BEGINNING FUND BALANCE**</b>		347,868			
<b>ENDING FUND BALANCE</b>		<b>\$377,898</b>			
Operating Capital Fund Balance		222,894			
Emergency Reserve Fund Balance 5%		145,004			
Rate Stabilization Fund Balance		10,000			
<b>Total Fund Balance</b>		<b>\$377,898</b>			

Meridian Service Metropolitan District  
Statement of Revenues, Expenses and Change in Fund Balance  
Budget vs. Actual - Accrual Basis  
Recreation Center Fund  
For the One Month Ended January 31, 2021

	Month of Jan 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (8.3% YTD)
<b>REVENUES</b>					
Recreation Center Service Fees	\$144,410	\$144,410	\$1,804,450	(\$1,660,040)	8.0%
Fee Based Programming	2,350	2,350	60,000	(57,650)	3.9%
MRRC Concession Sales	-	-	1,000	(1,000)	-
Falcon Freedom Days Revenue	-	-	20,000	(20,000)	-
Advertising Fees	-	-	3,800	(3,800)	-
Billing Fees	718	718	17,850	(17,133)	4.0%
<b>TOTAL REVENUES</b>	<b>147,477</b>	<b>147,477</b>	<b>1,907,100</b>	<b>(1,759,623)</b>	<b>7.7%</b>
<b>EXPENSES</b>					
<b>General &amp; Admin. Expense</b>					
Accounting	694	694	6,700	(6,006)	10.4%
Customer Billing Services	2,533	2,533	18,600	(16,067)	13.6%
Engineering/Consulting	1,317	1,317	5,000	(3,683)	26.3%
Legal	-	-	5,000	(5,000)	-
Personnel Expenses	57,972	57,972	970,200	(912,228)	6.0%
General Operations - Admin	8,664	8,664	48,350	(39,686)	17.9%
<b>TOTAL General &amp; Admin. Expense</b>	<b>71,180</b>	<b>71,180</b>	<b>1,053,850</b>	<b>(982,670)</b>	<b>6.8%</b>
<b>Operating Expense</b>					
Programming Supplies	4,620	4,620	63,500	(58,880)	7.3%
Building Maint.	10,380	10,380	161,450	(151,070)	6.4%
Grounds Maint.	-	-	2,000	(2,000)	-
Pool Maint.	3,431	3,431	54,050	(50,619)	6.3%
MRRC Security	(112)	(112)	4,000	(4,112)	-
Exercise Equip. & Furn.-Replace	19,812	19,812	40,000	(20,188)	49.5%
MR Community Events	-	-	15,000	(15,000)	-
Falcon Freedom Days Expenses	-	-	50,000	(50,000)	-
Utilities	9,977	9,977	182,100	(172,123)	5.5%
Insurance	2,528	2,528	18,823	(16,295)	13.4%
Vehicle, Equipment & Travel	72	72	5,500	(5,428)	1.3%
<b>TOTAL Operating Expense</b>	<b>50,708</b>	<b>50,708</b>	<b>596,423</b>	<b>(545,715)</b>	<b>8.5%</b>
<b>TOTAL EXPENSES</b>	<b>121,888</b>	<b>121,888</b>	<b>1,650,273</b>	<b>(1,528,385)</b>	<b>7.4%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>25,589</b>	<b>25,589</b>	<b>256,827</b>	<b>(231,238)</b>	
<b>Other Financing Sources (Uses)</b>					
<b>Transfer from (to) Other Funds</b>					
Transfer from (to) Capital	(16,667)	(16,667)	(200,000)	183,333	8.3%
Transfer from (to) Emer Reserve	(4,167)	(4,167)	(50,000)	45,833	8.3%
<b>TOTAL Transfer from (to) Other Funds</b>	<b>(20,834)</b>	<b>(20,834)</b>	<b>(250,000)</b>	<b>229,166</b>	<b>8.3%</b>
<b>Emergency Reserves</b>					
Emergency Reserve (5%)	4,167	4,167	50,000	(45,833)	8.3%
<b>TOTAL Emergency Reserves</b>	<b>4,167</b>	<b>4,167</b>	<b>50,000</b>	<b>(45,833)</b>	<b>8.3%</b>
<b>TOTAL Other Financing Sources (Uses)</b>	<b>(16,667)</b>	<b>(16,667)</b>	<b>(200,000)</b>	<b>183,333</b>	<b>8.3%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$8,922</b>	<b>\$8,922</b>	<b>\$56,827</b>	<b>(\$47,905)</b>	
<b>BEGINNING FUND BALANCE**</b>		401,338			
<b>ENDING FUND BALANCE</b>		<u>\$410,260</u>			
Operating Capital Fund Balance		286,515			
Emergency Reserve Fund Balance 5%		113,745			
Rate Stabilization Fund Balance		10,000			
<b>Total Fund Balance</b>		<u>\$410,260</u>			

Meridian Service Metropolitan District  
Statement of Revenues, Expenses and Change in Fund Balance  
Budget vs. Actual - Accrual Basis  
Capital Fund  
For the One Month Ended January 31, 2021

	Month of Jan 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (8.3% YTD)
<b>REVENUES</b>					
Interest Income	\$378	\$378	-	\$378	-
<b>TOTAL REVENUES</b>	<b>378</b>	<b>378</b>	<b>-</b>	<b>378</b>	<b>-</b>
<b>EXPENSES</b>					
General & Admin. Expense					
Legal	-	-	10,000	(10,000)	-
<b>TOTAL General &amp; Admin. Expense</b>	<b>-</b>	<b>-</b>	<b>10,000</b>	<b>(10,000)</b>	<b>-</b>
Capital Expense - Other					
Build-Out CIP & Funding Plan	7,030	7,030	100,000	(92,970)	7.0%
District Office Yard & Shop	-	-	1,300,000	(1,300,000)	-
Imp/Mtc Drainage Channels/Ponds	-	-	230,000	(230,000)	-
<b>TOTAL Capital Expense - Other</b>	<b>7,030</b>	<b>7,030</b>	<b>1,630,000</b>	<b>(1,622,970)</b>	<b>0.4%</b>
Capital Expense P&G Fund 15					
3rd Const & Acq-Winding Walk	-	-	300,000	(300,000)	-
<b>TOTAL Capital Expense P&amp;G Fund 15</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>(300,000)</b>	<b>-</b>
Capital Expense MRRC Fund 16					
MRRC Expansion	-	-	50,000	(50,000)	-
MRRC #2 Rainbow Bridge Dr.	-	-	100,000	(100,000)	-
Lobby Remodel	-	-	200,000	(200,000)	-
<b>TOTAL Capital Expense MRRC Fund 16</b>	<b>-</b>	<b>-</b>	<b>350,000</b>	<b>(350,000)</b>	<b>-</b>
Capital Expense Water Fund 40					
Well Site #6	1,625	1,625	-	1,625	-
Guthrie Well Area B & Line Exp	113	113	50,000	(49,888)	0.2%
Expand Filter Plant & Bldg	-	-	830,000	(830,000)	-
Purchase WHMD 2.0 MG Water Tank	-	-	370,000	(370,000)	-
ACGC Weir Improvements	489	489	15,000	(14,511)	3.3%
Well Site No. 5, 7 & 8	440,764	440,764	4,400,000	(3,959,236)	10.0%
Eastonville Raw Water Pipeline	30,233	30,233	450,000	(419,767)	6.7%
<b>TOTAL Capital Expense Water Fund 40</b>	<b>473,224</b>	<b>473,224</b>	<b>6,115,000</b>	<b>(5,641,776)</b>	<b>7.7%</b>
Capital Expense Sewer Fund 50					
Lift Station 2020 Improvements	119	119	30,000	(29,881)	0.4%
Woodmen Hills Sewer Bypass	272,281	272,281	710,000	(437,720)	38.3%
WH Sewer Bypass Phase 2 & 3	-	-	500,000	(500,000)	-
Mid-Point Injection Station	-	-	20,000	(20,000)	-
2021 Lift Station Improvements	-	-	35,000	(35,000)	-
<b>TOTAL Capital Expense Sewer Fund 50</b>	<b>272,399</b>	<b>272,399</b>	<b>1,295,000</b>	<b>(1,022,601)</b>	<b>21.0%</b>
Developer Reimbursements	-	-	750,000	(750,000)	-
<b>TOTAL EXPENSES</b>	<b>752,653</b>	<b>752,653</b>	<b>10,450,000</b>	<b>(9,697,347)</b>	<b>7.2%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>(752,275)</b>	<b>(752,275)</b>	<b>(10,450,000)</b>	<b>9,697,725</b>	
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) MRMD	-	-	750,000	(750,000)	-
Transfer from (to) P&G Fund	25,000	25,000	300,000	(275,000)	8.3%
Transfer from (to) Rec Fund	16,667	16,667	200,000	(183,333)	8.3%
Transfer from (to) Water Fund	166,667	166,667	2,000,000	(1,833,333)	8.3%
Transfer from (to) Sewer Fund	65,417	65,417	785,000	(719,583)	8.3%
<b>TOTAL Transfer from (to) Other Funds</b>	<b>273,751</b>	<b>273,751</b>	<b>4,035,000</b>	<b>(3,761,249)</b>	<b>6.8%</b>
<b>TOTAL Other Financing Sources (Uses)</b>	<b>273,751</b>	<b>273,751</b>	<b>4,035,000</b>	<b>(3,761,249)</b>	<b>6.8%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(\$478,524)</b>	<b>(\$478,524)</b>	<b>(\$6,415,000)</b>	<b>\$5,936,476</b>	
<b>BEGINNING FUND BALANCE**</b>		7,538,868			
<b>ENDING FUND BALANCE</b>		<u><b>\$7,060,344</b></u>			

Meridian Service Metropolitan District  
Statement of Revenues, Expenses and Change in Fund Balance  
Budget vs. Actual - Accrual Basis  
Water Fund  
For the One Month Ended January 31, 2021

	Month of Jan 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (8.3% YTD)
<b>REVENUES</b>					
Water Service Fees - Res.	\$165,536	\$165,536	\$2,541,975	(\$2,376,439)	6.5%
Water Service Fees - Comm.	14,012	14,012	142,975	(128,963)	9.8%
Meter Set Fees	11,163	11,163	187,500	(176,338)	6.0%
Irrigation	7,833	7,833	252,550	(244,717)	3.1%
IGA Shared Water Cost Reimb.	-	-	25,000	(25,000)	-
Billing Fees	718	718	17,850	(17,133)	4.0%
<b>TOTAL REVENUES</b>	<b>199,261</b>	<b>199,261</b>	<b>3,167,850</b>	<b>(2,968,589)</b>	<b>6.3%</b>
<b>EXPENSES</b>					
<b>General &amp; Admin. Expense</b>					
Accounting	949	949	9,000	(8,051)	10.5%
Customer Billing Services	3,427	3,427	45,000	(41,573)	7.6%
Engineering/Consulting	3,777	3,777	50,000	(46,223)	7.6%
Legal	117	117	20,000	(19,883)	0.6%
Personnel Expenses	24,387	24,387	576,825	(552,438)	4.2%
General Operations - Admin	2,104	2,104	25,800	(23,696)	8.2%
<b>TOTAL General &amp; Admin. Expense</b>	<b>34,761</b>	<b>34,761</b>	<b>726,625</b>	<b>(691,864)</b>	<b>4.8%</b>
<b>Operating Expense</b>					
Water Operations General	1,710	1,710	112,785	(111,075)	1.5%
Raw Water Operations	505	505	53,650	(53,145)	0.9%
Water Treatment Operations	2,289	2,289	65,300	(63,011)	3.5%
Water Distribution Operations	7,661	7,661	229,775	(222,114)	3.3%
Non-Potable Water Operations	-	-	46,500	(46,500)	-
Utilities	28,202	28,202	499,700	(471,498)	5.6%
Insurance	3,457	3,457	65,000	(61,543)	5.3%
Vehicle, Equipment & Travel	439	439	15,000	(14,561)	2.9%
<b>TOTAL Operating Expense</b>	<b>44,263</b>	<b>44,263</b>	<b>1,087,710</b>	<b>(1,043,447)</b>	<b>4.1%</b>
Capital Outlay - Vehicle	-	-	36,500	(36,500)	-
<b>TOTAL EXPENSES</b>	<b>79,024</b>	<b>79,024</b>	<b>1,850,835</b>	<b>(1,771,811)</b>	<b>4.3%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>120,237</b>	<b>120,237</b>	<b>1,317,015</b>	<b>(1,196,778)</b>	
<b>Other Financing Sources (Uses)</b>					
<b>Tap &amp; Transfers from (to) Other Funds</b>					
Tap Fees Received	145,000	145,000	1,800,000	(1,655,000)	8.1%
Tap Fees Transferred to MRMD	(9,000)	(9,000)	(1,800,000)	1,791,000	0.5%
Transfer from (to) Capital	(166,667)	(166,667)	(2,000,000)	1,833,333	8.3%
Transfer from (to) Emer Reserve	(24,167)	(24,167)	(290,000)	265,833	8.3%
Transfer from (to) Rate Stabil	3,333	3,333	40,000	(36,667)	8.3%
<b>TOTAL Tap &amp; Transfers from (to) Other Funds</b>	<b>(51,501)</b>	<b>(51,501)</b>	<b>(2,250,000)</b>	<b>2,198,499</b>	<b>2.3%</b>
<b>Emergency Reserves</b>					
Emergency Reserve (5%)	24,167	24,167	290,000	(265,833)	8.3%
Rate Stabilization Reserve	(3,333)	(3,333)	(40,000)	36,667	8.3%
<b>TOTAL Emergency Reserves</b>	<b>20,834</b>	<b>20,834</b>	<b>250,000</b>	<b>(229,166)</b>	<b>8.3%</b>
<b>TOTAL Other Financing Sources (Uses)</b>	<b>(30,667)</b>	<b>(30,667)</b>	<b>(2,000,000)</b>	<b>1,969,333</b>	<b>1.5%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$89,570</b>	<b>\$89,570</b>	<b>(\$682,985)</b>	<b>\$772,555</b>	
<b>BEGINNING FUND BALANCE**</b>		2,611,484			
<b>ENDING FUND BALANCE</b>		<u>\$2,701,054</u>			
Operating Capital Fund Balance		1,624,467			
Emergency Reserve Fund Balance 5%		739,920			
Rate Stabilization Fund Balance		336,667			
<b>Total Fund Balance</b>		<u>\$2,701,054</u>			

Meridian Service Metropolitan District  
Statement of Revenues, Expenses and Change in Fund Balance  
Budget vs. Actual - Accrual Basis  
Sewer Fund  
For the One Month Ended January 31, 2021

	Month of Jan 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (8.3% YTD)
<b>REVENUES</b>					
Sewer Fees - Res.	\$138,176	\$138,176	\$1,718,350	(\$1,580,174)	8.0%
Sewer Fees - Comm.	1,640	1,640	35,000	(33,360)	4.7%
Sterling Ranch Revenue	-	-	1,251,175	(1,251,175)	-
IGA Shared Sewer Cost Reimb.	-	-	103,000	(103,000)	-
Billing Fees	718	718	17,850	(17,133)	4.0%
Interest Income	25	25	-	25	-
<b>TOTAL REVENUES</b>	<b>140,558</b>	<b>140,558</b>	<b>3,125,375</b>	<b>(2,984,817)</b>	<b>4.5%</b>
<b>EXPENSES</b>					
<b>General &amp; Admin. Expense</b>					
Accounting	674	674	9,000	(8,326)	7.5%
Customer Billing Services	2,483	2,483	42,000	(39,517)	5.9%
Engineering/Consulting	15,499	15,499	75,000	(59,501)	20.7%
Legal	50,906	50,906	170,000	(119,094)	29.9%
Personnel Expenses	22,494	22,494	536,525	(514,031)	4.2%
General Operations - Admin	1,248	1,248	27,050	(25,802)	4.6%
<b>TOTAL General &amp; Admin. Expense</b>	<b>93,304</b>	<b>93,304</b>	<b>859,575</b>	<b>(766,271)</b>	<b>10.9%</b>
<b>Operating Expense</b>					
Sewer Operations	1,229	1,229	451,900	(450,671)	0.3%
Lift Station Operations	11,842	11,842	195,100	(183,258)	6.1%
Lift Station Operations-Shared	8,837	8,837	49,300	(40,463)	17.9%
Utilities	329	329	5,400	(5,071)	6.1%
Insurance	2,456	2,456	50,000	(47,544)	4.9%
Vehicle, Equipment & Travel	462	462	17,000	(16,538)	2.7%
<b>TOTAL Operating Expense</b>	<b>25,155</b>	<b>25,155</b>	<b>768,700</b>	<b>(743,545)</b>	<b>3.3%</b>
Capital Outlay - Vehicle	-	-	36,500	(36,500)	-
<b>TOTAL EXPENSES</b>	<b>118,459</b>	<b>118,459</b>	<b>1,664,775</b>	<b>(1,546,316)</b>	<b>7.1%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>22,100</b>	<b>22,100</b>	<b>1,460,600</b>	<b>(1,438,500)</b>	
<b>Other Financing Sources (Uses)</b>					
<b>Tap &amp; Transfers from (to) Other Funds</b>					
Tap Fees Received	145,000	145,000	1,700,000	(1,555,000)	8.5%
Tap Fees Transferred to MRMD	(9,000)	(9,000)	(1,700,000)	1,691,000	0.5%
Transfer from (to) Capital	(65,417)	(65,417)	(785,000)	719,583	8.3%
Transfer from (to) Emer Reserve	(18,750)	(18,750)	(225,000)	206,250	8.3%
Transfer from (to) Emer. (\$2)	(5,870)	(5,870)	(72,048)	66,178	8.1%
Transfer from (to) Rate Stabil	2,083	2,083	25,000	(22,917)	8.3%
<b>TOTAL Tap &amp; Transfers from (to) Other Fun</b>	<b>48,046</b>	<b>48,046</b>	<b>(1,057,048)</b>	<b>1,105,094</b>	
<b>Emergency Reserves</b>					
Emergency Reserve (5%)	18,750	18,750	225,000	(206,250)	8.3%
Emergency Reserve (\$2) - Sewer	5,870	5,870	72,048	(66,178)	8.1%
Rate Stabilization Reserve	(2,083)	(2,083)	(25,000)	22,917	8.3%
<b>TOTAL Emergency Reserves</b>	<b>22,537</b>	<b>22,537</b>	<b>272,048</b>	<b>(249,511)</b>	<b>8.3%</b>
<b>TOTAL Other Financing Sources (Uses)</b>	<b>70,583</b>	<b>70,583</b>	<b>(785,000)</b>	<b>855,583</b>	
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$92,683</b>	<b>\$92,683</b>	<b>\$675,600</b>	<b>(\$582,917)</b>	
<b>BEGINNING FUND BALANCE**</b>		1,497,791			
<b>ENDING FUND BALANCE</b>		<u>\$1,590,474</u>			
Operating Capital Fund Balance		335,833			
Emergency Reserve Fund Balance 5%		580,554			
Sewer Reserve Fund Balance \$2		336,170			
Rate Stabilization Fund Balance		337,917			
<b>Total Fund Balance</b>		<u>\$1,590,474</u>			

Meridian Service Metropolitan District  
2021 Tap Report

Counts	Date	Tap Receipt No.	Service Address	Filing #	Lot #	Builder	Tap Amt Paid	Meter Amt Paid	Check No.	Monthly Totals
21.	2/2/2021	3263	12815 Morning Creek Lane	Windingwalk 2	32	Reunion Homes				** Prepaid
22.	2/2/2021	3264	12823 Morning Creek Lane	Windingwalk 2	31	Reunion Homes				** Prepaid
23.	2/2/2021	3265	9726 Winding Bend Lane	Windingwalk 2	57	Reunion Homes				** Prepaid
24.	2/2/2021	3266	9742 Winding Bend Lane	Windingwalk 2	58	Reunion Homes				** Prepaid
25.	2/2/2021	3267	12871 Morning Creek Lane	Windingwalk 2	25	Reunion Homes				** Prepaid
26.	2/2/2021	3268	12863 Morning Creek Lane	Windingwalk 2	26	Reunion Homes				** Prepaid
27.	2/2/2021	3269	12855 Morning Creek Lane	Windingwalk 2	27	Reunion Homes				** Prepaid
28.	2/2/2021	3270	9750 Winding Bend Lane	Windingwalk 2	59	Reunion Homes				** Prepaid
29.	2/16/2021	3271	10147 Stonemont Dr	Stonebridge 2	19	Covington Homes	\$18,000.00	\$625.00	303091	
30.	2/18/2021	3273	12814 Windingwalk Dr	Windingwalk 2	4	Reunion Homes	\$18,000.00	\$625.00	313983	
31.	2/18/2021	3273	12818 Windingwalk Dr	Windingwalk 2	5	Reunion Homes	\$18,000.00	\$625.00	313983	
32.	2/18/2021	3274	12822 Windingwalk Dr	Windingwalk 2	6	Reunion Homes	\$18,000.00	\$625.00	313983	
33.	2/18/2021	3275	12834 Windingwalk Dr	Windingwalk 2	9	Reunion Homes	\$18,000.00	\$625.00	313983	
34.	2/18/2021	3276	9741 Winding Bend Lane	Windingwalk 2	16	Reunion Homes	\$18,000.00	\$625.00	313983	
35.	2/18/2021	3277	9717 Winding Bend Lane	Windingwalk 2	19	Reunion Homes	\$18,000.00	\$625.00	313983	
36.	2/18/2021	3278	9701 Winding Bend Lane	Windingwalk 2	21	Reunion Homes	\$18,000.00	\$625.00	313983	
37.	2/18/2021	3279	12895 Morning Creek Lane	Windingwalk 2	22	Reunion Homes	\$18,000.00	\$625.00	313983	
38.	2/18/2021	3280	12887 Morning Creek Lane	Windingwalk 2	23	Reunion Homes	\$18,000.00	\$625.00	313983	
39.	2/18/2021	3281	12879 Morning Creek Lane	Windingwalk 2	24	Reunion Homes	\$18,000.00	\$625.00	313983	
40.	2/19/2021	3282	12547 Stone Valley Dr	Stonebridge 2	42	Covington Homes	\$18,000.00	\$625.00	314226	
41.	2/19/2021	3283	13249 Stone Peaks Way	Stonebridge 3	121	Covington Homes	\$18,000.00	\$625.00	314222	
42.	2/19/2021	3284	12923 Stone Valley Dr	Stonebridge 3	149	Covington Homes	\$18,000.00	\$625.00	314560	
43.	2/19/2021	3285	12907 Stone Valley Dr	Stonebridge 3	151	Covington Homes	\$18,000.00	\$625.00	314571	
44.	2/24/2021	3286	10157 Stonemont Dr	Stonebridge 2	18	Covington Homes	\$18,000.00	\$625.00	315306	24

\*\* Reunion Homes prepaid 20 tap fees for a total of \$352,000  
^^ Campbell Homes prepaid 12 tap fees for a total of \$211,200

## Meridian Service Metropolitan District Vendor Check Register Report Interim Checks to Ratify

Accrual Basis

Date	Num	Name	Amount
<b>1000100 - Wells Fargo - Operating</b>			
02/04/2021	13057	MVEA	-8,155.00
02/18/2021	13058	Axis Business Technologies	-181.00
02/18/2021	13059	Badger Meter	-163.02
02/18/2021	13060	El Paso County Public Health	-231.00
02/18/2021	13061	Porchlink Media LLC	-13.00
02/18/2021	13062	Progressive Services, Inc.	-1,034.00
02/18/2021	13063	Safeway	-1,410.84
02/18/2021	13064	Tennessee Valley Tech Inc.	-450.00
02/18/2021	13065	The Lifeguard Store, Inc	-1,227.40
02/18/2021	13066	TIAA Commercial Finance, Inc	-181.00
02/18/2021	13067	Waste Management of Colorado Springs	-97.14
02/18/2021	13068	White Sands Water Engineers, Inc.	-1,320.00
02/18/2021	13069	Johnson Controls Security Solutions	-837.90
02/18/2021	13070	American Portable Services Inc.	-294.00
02/18/2021	13071	Aqueous Solution Inc.	-841.49
02/18/2021	13072	CenturyLink - FP & LS	-290.92
02/18/2021	13073	Club Automation, LLC	-122.26
02/18/2021	13074	Colorado Springs Winwater	-300.80
02/18/2021	13075	Comcast	-415.82
02/18/2021	13076	Grainger	-788.09
02/18/2021	13077	HelloSpoke	-1,191.70
02/18/2021	13078	LONG Building Technologies	-4,215.36
02/18/2021	13079	Morning Star Elevator, LLC	-230.00
02/18/2021	13080	Mug-A-Bug Pest Control	-58.00
02/18/2021	13081	Phil Long Ford	-40,302.10
02/18/2021	13082	Utility Notification Center of Colorado	-472.56
02/18/2021	13083	Verizon Wireless	-702.36
02/18/2021	13084	VertiCloud Networks LLC	-47.61
02/18/2021	13085	Waste Management of Colorado Springs	-2,037.15
02/18/2021	13086	Woodmen Hills Metropolitan District	-165.30
02/18/2021	13087	Phil Long Ford	-30,327.20
<b>TOTAL CHECKS</b>	<b>31</b>		<b>TOTAL AMOUNT OF CHECKS -98,104.02</b>

**Meridian Service Metropolitan District**  
**Vendor Check Register Report**  
**January 6, 2021**

Accrual Basis

Date	Num	Name	Amount
<b>1000100 · Wells Fargo - Operating</b>			
03/03/2021	13088	All Rental Center Inc	-392.00
03/03/2021	13089	Black Hills Energy	-5,106.89
03/03/2021	13090	BrightView Landscape Services Inc.	-6,999.00
03/03/2021	13091	Browns Hill Engineering & Controls, LLC	-2,589.20
03/03/2021	13092	Carlson, Hammond & Paddock, LLC	-425.00
03/03/2021	13093	Club Automation, LLC	-1,382.00
03/03/2021	13094	Colorado Analytical Lab	-1,332.00
03/03/2021	13095	Colorado Special Districts	-1,654.00
03/03/2021	13096	CRS Community Resource Services	-12,765.70
03/03/2021	13097	CSU Colorado Springs Utilities	-757.11
03/03/2021	13098	David Pelsler	-70.60
03/03/2021	13099	Deawne Maddox	-8.30
03/03/2021	13100	Falcon Environmental Corporation	-434.36
03/03/2021	13101	Frazee Construction Co.	-612.00
03/03/2021	13102	Hach	-585.40
03/03/2021	13103	Hobby Lobby	-131.96
03/03/2021	13104	Jan-Pro of Southern Colorado	-3,113.00
03/03/2021	13105	JDS-Hydro Consultants, Inc.	-37,372.82
03/03/2021	13106	Lytle Water Solutions, LLC	-4,254.50
03/03/2021	13107	Meineke	-1,185.72
03/03/2021	13108	O'Reilly Automotive	-10.99
03/03/2021	13109	Shops at Meridian Ranch, LLC	-3,633.11
03/03/2021	13110	Spencer Fane LLP	-62,385.84
03/03/2021	13111	Starfish Aquatics Institute	-129.00
03/03/2021	13112	VertiCloud Networks LLC	-3,008.00
03/03/2021	13113	Woodmen Hills Metropolitan District	-7,747.31
<b>TOTAL CHECKS</b>	<b>26</b>		<b>TOTAL AMOUNT OF CHECKS</b>
			<b>-158,085.81</b>

Ranges:	From:	To:	From:	To:
Check Number	02252	02258	Check Date	First
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Check Number

\* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
02252	FENTON	Michael J Fenton	3/3/2021	WF CHECKING	PMCHK00000246	\$92.35
02253	GABRIELSKI	MILTON B. GABRIELSKI	3/3/2021	WF CHECKING	PMCHK00000246	\$92.35
02254	SAUER	Thomas G. Sauer	3/3/2021	WF CHECKING	PMCHK00000246	\$92.35
02255	REORDA	Wayne Reorda	3/3/2021	WF CHECKING	PMCHK00000246	\$92.35
02256	GESSNER	William Gessner	3/3/2021	WF CHECKING	PMCHK00000246	\$92.35
02257	CRS	CRS of Colorado	3/3/2021	WF CHECKING	PMCHK00000247	\$5,539.90
02258	SPENCERFANEBRIT	Spencer Fane LLP	3/3/2021	WF CHECKING	PMCHK00000247	\$84.00

Total Checks:	7			Total Amount of Checks:	\$6,085.65
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**MERIDIAN SERVICE METROPOLITAN DISTRICT**

*Water, Wastewater, Parks and Recreation*

*11886 Stapleton Dr, Falcon, CO 80831*

*719-495-6567, Fax 719-495-3349*

**DATE:** February 18, 2021  
**TO:** MSMD Board of Directors  
**RE:** Finance Committee Report

On February 18, 2021 the Board's Finance Committee (Directors Gabrielski and Sauer) met with Jim Nikkel, General Manager, and Jennette Coe, AFS Manager. Following is a summary of the meeting:

- The President of the Board signed the title to release the 2008 Chevy Colorado as a trade-in for the purchase of the 2021 F150 for the Water Fund staff.
- Staff reviewed and the Finance Committee approved the needed changes to the authorized Wells Fargo Portal Users due to recent staff changes.
- Staff reviewed the needed changes for the ColoTrust online Portal due to recent staff changes.
- The Finance Committee approved interim MSMD checks nos. 13058 -13087 and directed staff to put these on the Board's March agenda for ratification.

Submitted by:

Milton B. Gabrielski, Finance Committee Chair

## MSMD Operations Report for February 2021

During the month of February, water operations completed the monthly Bac-T sampling per CDPHE monitoring requirements. Monthly water meter reads were collected on February 24<sup>th</sup>. Well site #5 pump testing completed and working on pit less install. The sound wall removal started on February 26<sup>th</sup> and once removed, vault excavation to begin. Well site #8 is pump testing and on track to have testing completed first week in March. Well site #7 drilling completed and will be next in line for pump testing. The Eastonville raw water line construction has pipe installed. Pressure testing revealed a cracked bell which has been repaired and location noted. Department staff have also been busy installing new residential water meters and spending several hours completing water and sewer locates and entering the required response. Well pump step testing continues. Arapaho wells #2 and #9 have been tested. The next testing site will be well site #1 on March 4<sup>th</sup> (Thursday) starting with the Arapaho well then, the following week testing the Laramie Fox well. Mid-point building construction scheduled for March 5<sup>th</sup> & 6<sup>th</sup>. Once completed, electrical improvements will be scheduled and completed prior to spring start up.

Parks and drainage worked through a couple of minor storms. Weekly pond inspections were completed only requiring trash collection and minor drain clearing. Parks and Drainage staff continue monitoring sidewalk improvements that may impact landscape irrigation lines. Contact was made with El Paso County which confirmed Oolganik will be responsible for any needed repairs related to sidewalk replacement. Staff continue troubleshooting controllers, testing station communications, and making sure irrigation zones are labeled correctly in the main irrigation computer. Recruitment for the two additional parks and drainage personnel is open and receiving a few applicants.

Staff performed weekly infiltration gallery inspections and recorded water level logging data. On February 23<sup>rd</sup>, monthly infiltration gallery flow rate inspections were performed. Over the next couple of weeks, weather permitting, drainage area #3 (collects filing 2 area), #5 (collects filing 3 area), and #8 (collects Winding Walk area) infiltration pits will require maintenance due to fine mud clogging the rock and filter fabric. New material will be added at these locations. Two additional loggers will be added to drainage area #7 (Vistas area) and #8 (Winding Walk).

The wastewater operations completed weekly composite sampling and drop off to Cherokee for testing. Weekly Hydrogen Sulfide (H<sub>2</sub>S) and Total Dissolved Solids (TDS) samples were collected and recorded. The bar screen has been requiring increased operational oversight. An equipment representative has inspected the compactor condition and made repair or replacement recommendations based on the age and/or condition. The recommendations suggest a lower unit replacement due to wear sustained through normal operations. Parts have been ordered and have a lead time of 12 weeks. Once parts are received, repair will be performed shortly thereafter. The sewer bypass line through the State Bank property is operation. The splitting manhole requires some field fitting but will be completed soon schedule permitting. Sterling Ranch is working with MSMD to complete their tie in as well and being supervised by MSMD personnel.

Upcoming or continued water tasks:

- Well step testing with Bruce Lytle (A-1 test on Mar 4<sup>th</sup>, LFH-2 to follow)
- Well #5, #7, and #8 construction (continues)
- LFH-9 well repairs (well video inspection complete, pending new well install)
- Eastonville raw water line connection (completed)
- Monthly water sampling per state regulations (completed for February, March full gamut)
- Monthly meter reading (completed 2-24-21)

Upcoming or continued parks and drainage:

- Begin Irrigation Tech recruitment (in progress)
- Continue irrigation repairs/testing through winter (in progress)
- Annual backflow testing in March (confirm testing dates, scheduled completion prior to spring start up)
- Continue fence repairs (in progress)
- Mulch/rock replacement in planter beds (in progress)

Upcoming or continued wastewater tasks:

- Sewer force main air vac maintenance/vault inspections (in progress)
- Sewer force main flow meter replacement (rescheduled due to weather, in progress)
- Lift station influent meter replacement (in progress, parts ordered)
- Infiltration pit maintenance (pending weather, in progress)
- Infiltration pit logger installs (2) (pending weather, in progress)

## March 3, 2021 Recreation Board Report

### Usage Numbers 2/1/21-2/24/21

Total Attendance – 6595

Group Ex – 1017 participants. Of those we received \$418 from non-members

Childcare attendance - 193

Revenue collected - **\$9,618.00**

### Pulse Check:

The recreation center has been off reservations for the month of February and things are starting to feel more “normal.” We have geared up for programming and began our registration process. Youth basketball will begin in March and we have roughly 70 participants signed up to date. We are beginning group swim lessons again in March and registrations are underway.

Maintenance is an ongoing project and Tobi has just completed replacing gaskets in the indoor pump room to prevent future leaks. We are looking to have the basketball court and studio room floors refinished to ensure they continue to last. We had numerous snow removal days that were covered by Tobi and gym attendant. The new fitness equipment order is almost done being built and installation will occur shortly after.

We are starting to think about summer hiring and will be recruiting for front desk, childcare, and pool attendants within the next month.

I have confirmed the fireworks show for Falcon Freedom Days will be on Sunday, July 4<sup>th</sup> at sundown. I have informed the city sponsor we will be hosting our fireworks show as usual and will coordinate the date and time to launch with the city.

By the time this report is given, we will have completed our first inhouse newsletter and distributed appropriately.

SECTION 00680

CHANGE ORDER

Project: Meridian Service Metropolitan District Date of Issuance: 1/25/21

Well Sites 5/7/8

Owner: 11886 Stapleton Drive Change Order No.: 01  
Address: Peyton, CO 80831

Contractor: Hydro Resources – Rocky Mountain, Inc Engineer: JDS-Hydro Consultants, Inc.

You are directed to make the following changes in the Contract Documents:

Description:

The attached spreadsheets show the changes from bid quantities to actual quantities installed.

Purpose of Change Order:

This change order is to account for the quantity changes for drilling of LFH-5 and drilling and development of LFH-8.

Attachments (List Documents Supporting Change): none

CHANGE IN CONTRACT PRICE: \$ 2,395.00  
CHANGE IN CONTRACT TIME: 0 (days or date)

Original Contract Price: \$ 3,027,751.00  
Original Contract Time: Well 5 – May 1, 2021  
Well 8 – July 1, 2021  
Well 7 – September 1, 2021

Previous Change Orders:  
No. N/A to No. N/A

Net Change from Previous Change Orders:  
\$ N/A  
N/A (days or date)

Contract Price Prior to this Change Order:  
\$ 3,027,751.00

Contract Time Prior to this Change Order:

Well 5 – May 1, 2021

Well 8 – July 1, 2021

Well 7 – September 1, 2021

Net Increase of this Change Order:

\$ 2,395.00

Net Increase of the Change Order:

0 (days)

Net Decrease of this Change Order:

\$ 0

Net Decrease of the Change Order:

0 (days)

Net Change of this Change Order:

\$ 2,395.00

Net Change of this Change Order:

0 (days)

Contract Price with all approved Change Orders:

\$ 3,030,146.00

Contract Time with all approved Change Orders:

Well 5 – May 1, 2021

Well 8 – July 1, 2021

Well 7 – September 1, 2021

RECOMMENDED:

by: [Signature]  
Engineer

APPROVED:

by: [Signature]  
Owner

APPROVED:

by: [Signature]  
Contractor

END OF SECTION

**LFH-5 Drilling Quantity Changes**

				Cost Change
Bid TD	2437			
Actual TD	2400			
17.5" Borehole Bid	2397			
17.5" Borehole Actual	2360			
Difference	-37 LF	@	73 \$/ft	\$ (2,701.00)
Gravel Pack bid	297			
Gravel Pack actual	270			
Difference	-27 LF	@	38 \$/ft	\$ (1,026.00)
Cement bid	2134			
Cement Actual	2124			
Difference	-10 LF	@	28 \$/ft	\$ (280.00)
Casing Bid	2227			
Casing Actual	2190			
Difference	-37 LF	@	34 \$/ft	\$ (1,258.00)
Sound Wall Bid	340			
Sound Wall Actual	380			
Difference	40 LF	@	150 \$/ft	\$ 6,000.00
				<b>Subtotal \$ 735.00</b>

**LFH-8 Drilling and Development Quantity Changes**

				Cost Change
Bid TD	2435			
Actual TD	2435			
17.5" Borehole Bid	2395			
17.5" Borehole Actual	2395			
Difference	0 LF	@	73 \$/ft	\$ -
Gravel Pack bid	295			
Gravel Pack actual	335			
Difference	40 LF	@	38 \$/ft	\$ 1,520.00
Cement bid	2134			
Cement Actual	2094			
Difference	-40 LF	@	28 \$/ft	\$ (1,120.00)
Casing Bid	2215			
Casing Actual	2190			
Difference	-25 LF	@	34 \$/ft	\$ (850.00)
Additional Dispersant	6 Buckets NW-220	@	351.68 \$/bucket	\$ 2,110.00
			<b>Subtotal</b>	<b>\$ 1,660.00</b>

**Meridian Service Metropolitan District  
JOB DESCRIPTION**

**Job Title:** Administrative Lead & Human Resources Specialist

**Reports to:** Administrative and Financial Services Manager

**FLSA Status:** Non-exempt

**Summary:** Under supervision, responsible for the overall administrative functions of the office, provides professional/technical support in contract administration, document management, Intergovernmental agreement management and grant development. Provides professional/technical support in the functional areas of human resource, including general employment practices of the District, recruitment and selection, human resources development, compensation and benefits administration, and employee training functions.

**Duties and Responsibilities** include the following. Other duties may be assigned. Some of the following may also be performed by outside contractors in which case responsibility includes coordination with contract service providers.

1. Develop and distribute agendas and minutes of Board of Directors meetings\*
2. Attend and take notes at Board of Directors meetings.\*
3. Assistance with tracking contracts and other documents including acquisition of signatures, properly filing, and distributing completed documents.\*
4. Maintains the District's files as needed.\*
5. Implements the Rules and Regulations, By-Laws and Personnel Policies adopted by the Board of Directors.\*
6. Duties include the following:
  - a. Answers multi-line telephone system, takes accurate messages, and transfers telephone calls to the appropriate person in an efficient manner.\*
  - b. Greets and screens incoming visitors in a professional manner and promptly notifies appropriate person of their arrival.\*
  - c. Responds to customer service inquiries and routes them to the appropriate manager\*
  - d. Opens and distributes incoming mail on a daily basis and prepares outgoing mail using postage meter.\*
  - e. Receives and signs for packages and delivers to the appropriate person promptly.\*
  - f. Coordinates and monitors office operations to ensure company requirements are sufficiently met on a daily basis.\*
  - g. Communicates operational problems related to customer service and computer systems to management and assists in solving them.\*
  - h. Operates standard office equipment efficiently to include multi-line telephone system, facsimile machine, photocopy machine, postage meter, calculator, computer, and printer.\*
  - i. Plans goals/objectives for office operations and identifies the resources, including staff and equipment required to attain the end results.\*

- j. Monitors office procedures and resolves problems through collaboration with pertinent contacts and implements changes as needed.\*
  - k. Communicates operational problems related to customer service and computer systems to management and assists in solving them.\*
  - l. Schedules appointments and office meetings as needed.\*
  - m. Ensures the efficient operation of all office equipment by performing minor service duties and arranges for routine and necessary maintenance as needed.\*
  - n. Maintains the office supply inventory and orders additional supplies as needed.\*
  - o. Trains and assists new office staff.\*
    - i. Completes travel arrangements to include accommodations, transportation and a prepared itinerary.
    - ii. Inventories and orders office supplies and equipment as directed.\*
    - iii. Operates standard office equipment efficiently to include: multi-line telephone, facsimile machine, calculator, computer, printer and copier.\*
7. Recruitment including the following:
- a. Administers the recruitment and selection process for exempt and non-exempt positions to include legal compliance, advertising research, and screening applications, coordinating and participating in applicant interviews, compiling interview results and draft offers of employment. \*
  - b. Develops and prepares orientation program materials. Conducts new employee orientations.\*
8. Compensation including the following:
- a. Researches, prepares and compiles annual market salary survey information to assist the General Manager implement and administer the District's compensation policy.\*
  - b. Assists Department Managers with the Performance Evaluation process by answering questions, reviewing evaluations for legal compliance, and providing feedback.\*
  - c. Prepares specialized and specific compensation surveys as needed to assist the General Manager evaluate salary and grade level reclassifications.\*
  - d. Responsible for the timely processing of all employee's salary increases; promotions, annual performance and adjustments.\*
  - e. Provides technical/professional assistance and support to employees on personal issues such as employment, compensation, general benefits questions, training and development and interpretation of District policies and procedures.\*
9. Benefits Administration including the following:
- a. Researches benefits issues and prepares benefit surveys as needed.\*
  - b. Compiles and presents survey data to assist the General Manager for recommendation to the Board of Directors.\*
  - c. Prepares annual Employee Benefit Statements.\*
10. Administration of all aspects of Workers' Compensation and FMLA programs to ensure legal compliance including the following:
- a. Authorizes medical treatment for injured employees.\*
  - b. Initiates and prepares First Report of Injury and notifies carrier of claim.\*
  - c. Determines if modified duty is available and complies with any work restrictions indicated.\*

- d. Calculates employee's average weekly wages and submits lost time reports to carrier on a timely basis.\*
  - e. Provides medical evaluations and treatment plans to the carrier.\*
  - f. Determines FMLA eligibility and prepares Leave Request and Specific Notice forms.\*
  - g. Tracks lost time for both Workers' Compensation and FMLA.\*
  - h. Responsible for notifying payroll of changes to employee's compensation.\*
11. Training and Development including the following:
- a. Assist in promoting employee development by researching training, educational programs and other items as requested by the General Manager of Department Managers.\*
  - b. Prepares training materials, coordinates schedules, instructor and training programs.\*
  - c. Responsible for preparing and presenting monthly safety meetings.\*
  - d. Responsible for presenting in-house procedures at annual supervisors training seminar.\*
  - e. Responsible for bi-annual Violence in the Workplace and Harassment Law seminars presented to all District employees.\*
12. Pre-Employment, CDL and Reasonable Suspicion Drug Screenings including the following:
- a. Oversees District's drug and alcohol policy.\*
  - b. Maintains CDL random drug and alcohol testing records in compliance with DOT rules and regulations.\*
  - c. Assists during investigation of reasonable suspicion alcohol and drug abuse.\*
  - d. Arrange pre-employment drug screening and background check for all new hires.\*
13. Additional District Duties and Responsibilities:
- a. Requests and reviews annual Motor Vehicle Records for all employees who drive a District vehicle.\*
  - b. Maintains database of employee driver's license for insurance purposes.\*
  - c. Prepares various State and Federal statistical reports.\*
  - d. Arranges for pre-employment background checks on all new employees and recreation sports program volunteers.\*
  - e. Responds with information to lawsuits or other employee related legal issues.\*
  - f. Develops and edits job descriptions and is responsible for maintaining updated job descriptions electronically.\*
  - g. Ensures that District posters are current and FLSA compliant.\*
  - h. Maintain Human Resource active and terminated employee files.\*
  - i. Responds to unemployment claims and employee wage garnishments.\*
  - j. Other projects/assignments as requested by the AFS Manager and General Manager.\*
  - k. Attend training sessions related to Human Resources responsibilities.\*
  - l. Continue educational training as it relates to changes in Human Resources and employment law.\*

**Supervisory Responsibilities:**

May be responsible for one or more employees involved in the duties described above or related duties.

**Qualifications:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Language Ability:**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

**Math Ability:**

Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of financial accounting and spreadsheets. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**Reasoning Ability:**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Computer Skills:**

To perform this job successfully, an individual should have knowledge of common office productivity software such as Microsoft Office applications. Knowledge payroll systems a plus.

**Education/Experience:**

Associate's degree (AA) or equivalent from two-year college or technical school; five years administrative experience and/or training or equivalent combination of education and experience; and five years of progressive experience in the functional areas of Human Resources.

**Knowledge, Skills and Other Abilities:**

- Written communication skills
- Oral communication skills
- Filing skills
- Mathematical aptitude skills
- Organizational skills
- Planning skills
- Public relations skills
- Project management skills
- Time management skills
- Computer literacy skills
- Alpha and numeric keyboard skills
- Strong working knowledge of:
  - Principles and practices of federal and state employment laws, including ADA, FLSA, EEOC, COBRA, and FCRA.
  - Recruitment, selection and job analysis techniques.
  - Skills needed to determine and/or identify level of critical nature of a personnel issue and the need to take action.
  - Benefits analysis and administration techniques.
  - Standard office practices.

- Proficient in the use of Microsoft Office; Microsoft Word, Microsoft Excel, and Microsoft PowerPoint.
- Knowledge of database management and spreadsheet applications.
- Ability to clearly and accurately enforce District policies.
- Ability to maintain confidentiality regarding Human Resource matters.
- Skilled in the operation of computers, printers, scanners, facsimile machine and copy machines.
- Ability to accurately record and maintain Human Resources information.
- Ability to communicate effectively both verbally and in writing.
- Must have the ability to establish and maintain effective working relationships with employees, supervisors, other departments, officials of the public and vendors.
- Ability to represent the District in a professional manner at all times.
- Classification and compensation techniques.
- Labor relations principles and practices in a public employer environment.
- Unemployment principles and practices.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit for long periods, stand, walk, squat, push, pull, occasionally lift up to 30 lbs., use hands, reach with hands and arms, see, talk and hear.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is normally indoors in an office environment. The noise level in the work environment is usually moderate. Occasional attendance at meetings or short travel outside the office.

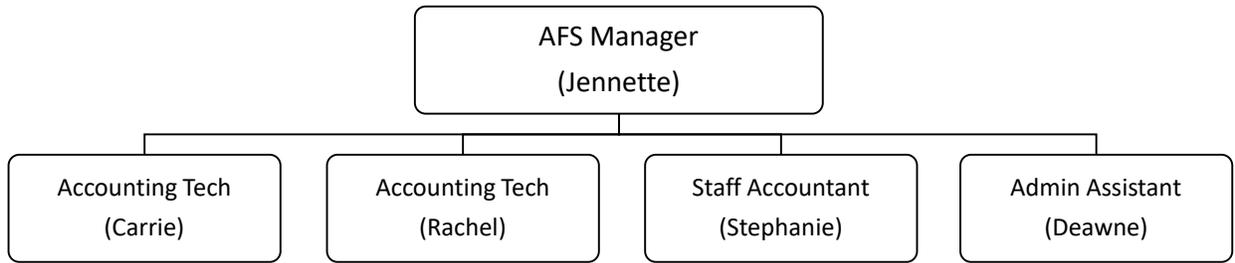
**Driver’s License:**

Possess, or obtain upon hire, and maintain a valid Colorado driver's license. \*

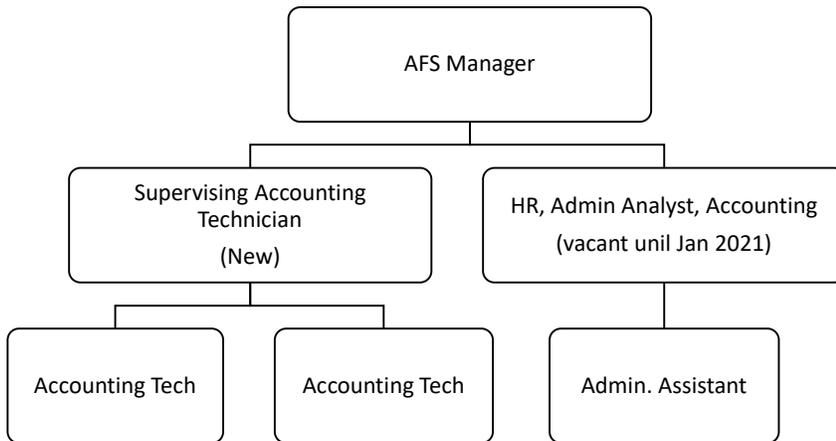
**Special Requirements:**

Availability to work during non-scheduled hours when necessary.

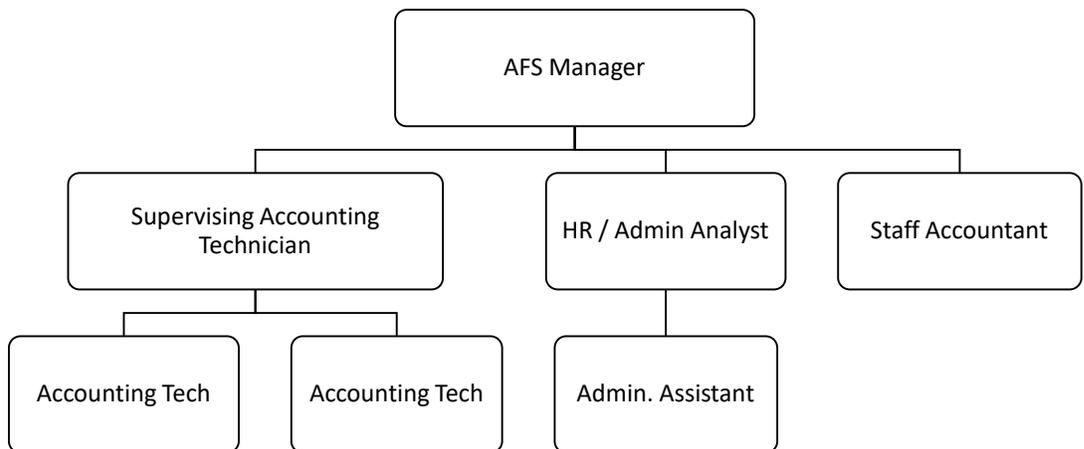
**Current AFS Department Organizational Chart**



**Proposed Organizational Chart for November 2020**



**Proposed Organizational Chart for July 2021**



## Meridian Service Metropolitan District

**Job Title:** Building Technician

**Reports To:** District Facilities and Equipment Maintenance Supervisor

**FLSA Status:** Non-exempt

**Summary:** Under supervision, responsible for the day-to-day maintenance of the Meridian Ranch Recreation Center and other District buildings.

**Duties and Responsibilities** include the following. Other duties may be assigned. Some of the following may also be performed by outside contractors in which case responsibility includes coordination with contractors.

- Performs maintenance and repair of the Recreation Center buildings, swimming pools, and communications equipment\*
- Serves as the lead maintenance staff at the Recreation Center in the absence of the Facilities and Equipment Maintenance Supervisor\*
- Coordinates use of facilities for program activities and events by assuring set-up and equipment availability\*
- Maintains a safe and orderly environment in all areas of the Recreation Center and pools by conducting facility inspections to identify and address maintenance concerns, facility cleanliness, safety, and security\*
- Performs basic repairs on communications and mechanical equipment in pool pump rooms\*
- Updates purchase orders, orders parts for repairs, and establishes timeframes for parts delivery\*
- Coordinates with outside contractors and vendors for building repairs and maintenance\*
- Other duties as assigned

### **Qualifications:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **Language Ability:**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively with coworkers, customers, vendors, and contractors.

### **Reasoning Ability:**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Computer Skills:**

To perform this job successfully, an individual should have ability to use basic common office productivity software such as Microsoft Office applications and email. Also required is competent use of club membership software and building maintenance work orders.

**Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, use hands, reach with hands and arms, walk on even and uneven surfaces, climb stairs, see, talk and hear. Must be able to lift 50 lbs. Must be able to use hand tools and power tools. Must be able to regularly access all District maintained areas of parks, open space, trails, recreation facilities and aquatic facilities. Must be able to swim and tread water sufficiently to remove oneself safely from a swimming pool.

**Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate, but occasionally loud due to fitness and recreation activities and operation of machinery and mechanical equipment.

**Education/Experience:**

Highschool Diploma/GED equivalent.

1 Year of Facilities Maintenance experience.

**Other Certificates**

- Possess, or obtain upon hire, and maintain a valid certificate in CPR/AED for the Professional Rescuer, First Aid and Oxygen certified (training available upon hiring)
- Must be able to obtain upon hire and maintain a valid Certified Pool Operator certificate.

**Driver's License:**

Possess, or obtain upon hire, and maintain a valid Colorado driver's license.

# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

NAME OF GOVERNMENT  
ADDRESS

<b>MERIDIAN RANCH METROPOLITAN DISTRICT 2018 SUBDISTRICT</b>
<b>7995 E. Prentice Ave., Suite 103E</b>
<b>Greenwood Village, CO 80111</b>

For the Year Ended  
12/31/20  
or fiscal year ended:

CONTACT PERSON  
PHONE  
EMAIL  
FAX

<b>Sue Blair</b>
<b>(303) 381-4960</b>
<b>sblair@crsofcolorado.com</b>
<b>(303) 381-4961</b>

### PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:  
TITLE  
FIRM NAME (if applicable)  
ADDRESS  
PHONE  
DATE PREPARED

<b>Katya Arcia</b>
<b>Accountant</b>
<b>Community Resource Services of Colorado</b>
<b>7995 W. Prentice Ave., Suite 103E, Greenwood Village, CO 80111</b>
<b>(303) 381-4960</b>
<b>2/23/2021</b>

**PREPARER** (SIGNATURE REQUIRED)

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types	<b>GOVERNMENTAL</b> <small>(MODIFIED ACCRUAL BASIS)</small>	<b>PROPRIETARY</b> <small>(CASH OR BUDGETARY BASIS)</small>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ 25,360	
2-2	Specific ownership	\$ 2,756	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ 103	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	<b>(add lines 2-1 through 2-23) TOTAL REVENUE</b>	<b>\$ 28,219</b>	

## PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ 8,765	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):		
3-24	Miscellaneous	\$ 32	
3-25	County Treasurer's fees	\$ 381	
3-26	<b>(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES</b>	<b>\$ 9,178</b>	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

## PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

	Yes	No		
4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<input type="checkbox"/>	<input type="checkbox"/>		
4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)				
	Outstanding at end of prior year*	Issued during year		
	Retired during year	Outstanding at year-end		
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ -	\$ -	\$ -	\$ -
Other (specify):	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

\*must tie to prior year ending balance

	Yes	No
4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? Date the debt was authorized:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	\$ 189,000,000	
	11/6/2018	
4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$ -	
4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$ -	
4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	\$ -	

Please use this space to provide any explanations or comments:

## PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2 Certificates of deposit	\$ -	
<b>Total Cash Deposits</b>		<b>\$ -</b>
Investments (if investment is a mutual fund, please list underlying investments):		
5-3 ColoTrust	\$ 22,375	
	\$ -	
	\$ -	
	\$ -	
<b>Total Investments</b>		<b>\$ 22,375</b>
<b>Total Cash and Investments</b>		<b>\$ 22,375</b>

Please answer the following questions by marking in the appropriate boxes

	Yes	No	N/A
5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If no, MUST use this space to provide any explanations:

## PART 6 - CAPITAL ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 6-1 Does the entity have capital assets?  Yes       No
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain:  Yes       No

6-3 Complete the following capital assets table:

	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ -	\$ -	\$ -	\$ -
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Please use this space to provide any explanations or comments:

## PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 7-1 Does the entity have an "old hire" firemen's pension plan?  Yes       No
- 7-2 Does the entity have a volunteer firemen's pension plan?  Yes       No
- If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>
What is the monthly benefit paid for 20 years of service per retiree as of Jan	\$ -

Please use this space to provide any explanations or comments:

## PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No                      N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?  Yes       No       N/A
- 
- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:  Yes       No       N/A
- 

If yes: Please indicate the amount budgeted for each fund for the year reported:

Fund Name	Budgeted Expenditures/Expenses
General Fund	\$ 12,195

## PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

**9-1** Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.



**If no, MUST explain:**

## PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

**10-1** Is this application for a newly formed governmental entity?



If yes: Date of formation:

**10-2** Has the entity changed its name in the past or current year?



If yes: Please list the NEW name & PRIOR name:

**10-3** Is the entity a metropolitan district?



Please indicate what services the entity provides:

**10-4** Does the entity have an agreement with another government to provide services?



If yes: List the name of the other governmental entity and the services provided:

**10-5** Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:




**10-6** Does the entity have a certified Mill Levy?



If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

Bond Redemption mills	-
General/Other mills	10.000
<b>Total mills</b>	<b>10.000</b>

Please use this space to provide any explanations or comments:

## PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input type="checkbox"/>	<input type="checkbox"/>

### Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

#### Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

**The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:**

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
  - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
  - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Print the names of ALL members of current governing body below.		A <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below.
Board Member 1	Print Board Member's Name Milton B. Gabrielski	I <u>Milton B. Gabrielski</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>05/2023</u>
Board Member 2	Print Board Member's Name Wayne Reorda	I <u>Wayne Reorda</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>05/2022</u>
Board Member 3	Print Board Member's Name Thomas G. Sauer	I <u>Thomas G. Sauer</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>05/2022</u>
Board Member 4	Print Board Member's Name William Gessner	I <u>William Gessner</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>05/2023</u>
Board Member 5	Print Board Member's Name Michael J. Fenton	I <u>Michael J. Fenton</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>05/2023</u>
Board Member 6	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 7	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____

# Work Authorization No. 2

March 3, 2021

For Materials Testing Services – MSMD Well Sites 5, 7, 8

Pursuant to Agreement for Professional Consultant Services dated December 23, 2020

Between Meridian Metropolitan District and Vivid Engineering Group, Inc.

The attached Scope of Services (Exhibit A) and Schedule of Fees and Charges (Exhibit B) are hereby added to and incorporated into the subject Agreement as Work Authorization No. 2 effective the date shown above. All work to be performed hereunder shall be subject to all terms and conditions of the subject Agreement.

**DISTRICT:**

MERIDIAN SERVICE METROPOLITAN DISTRICT

a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_

Chairperson and President

**CONSULTANT:**

By:  \_\_\_\_\_



## ***VIVID Engineering Group, Inc.***

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1053 Elkton Dr., Colorado Springs, CO, 80907

**February 19, 2021**

David Pelsler, General Manager  
Meridian Service Metropolitan District  
11886 Stapleton Drive  
Falcon, CO, 80831  
[d.pelsler@meridianservice.org](mailto:d.pelsler@meridianservice.org)

**Subject:** Materials Testing Services – Meridian Services Metropolitan District Well Sites #5, 7, and 8 Vaults, Falcon, Colorado  
**Proposal No:** P21-2-504

Dear Mr. Pelsler:

VIVID Engineering Group, Inc. (VIVID) is pleased to present this proposal to provide materials testing and inspection services for the Meridian Services Metropolitan District Well Sites #5, 7, and 8 Vaults Projects in Falcon, Colorado. VIVID will provide part-time staff as well as laboratory testing services to support the project needs and schedule.

### **PROJECT INFORMATION**

Based on information provided from JDS-Hydro on February 15, 2021, the Project Manual dated October 2020, the respective Bid Plans within the Project Manual dated October 2020 and our Geotechnical Report for the subject well sites dated November 6, 2020, we understand that each well site within the project will include construction of a pre-cast concrete vault, a concrete pad for electrical equipment, and the routing of water pipelines and electrical conduits.

The project is scheduled to take place from late February through late June 2021.

## **SCOPE OF SERVICES**

The scope for this proposal is based off information provided from JDS-Hydro on February 15, 2021, The Project Manual dated October 2020, the respective Bid Plans within the Project Manual dated October 2020. We assume that we will provide the following services on an on-call basis:

### Fill Testing:

- ✓ Perform laboratory Proctor, Atterberg limits, and gradation testing on existing soil and import structural fill material.
- ✓ Observation and documentation of the excavation bottom for the proposed vaults by a Professional Engineer or Professional Geologist.
- ✓ Conduct field density tests of subgrade materials underlying the proposed electrical equipment concrete pads as well as the subgrade underlying the proposed Vault #7.
- ✓ Conduct field density tests of fill material around the proposed vaults, and trench backfill during placement.
- ✓ Sample, provide field testing, and cast compressive strength cylinders of structural concrete for the electrical equipment concrete pads.
- ✓ Perform laboratory compressive strength tests for structural concrete.

### Project Manager:

- ✓ Point of contact for client questions and scheduling field services
- ✓ Review and distribute field and laboratory reports

## **ASSUMPTIONS**

The following assumptions were made for preparation of this proposal:

- ✓ We have estimated a total of 28 trips to the sites for our field personnel for this project.
- ✓ VIVID will supply the basic PPE required to perform the work. Contractor will supply any additional or specific PPE required that may arise from the environmental conditions of this site.
- ✓ We assumed no overtime for our work.

- If over-time hours are needed for the project, they will be billed at 1.5 times the base rate. Over-time will be assessed for hours over 40 in a standard work week (M-F), hours over 8 in a day, weekends, and Federal Holidays.
- Re-tests of items are not included in this estimate.
- Contractor will provide any ladders, scaffolding, man-lifts, trench-boxes, etc. required to access the work.

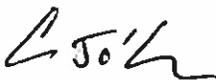
## **TIME AND MATERIAL FEES**

We will provide our services at the unit rates shown on our Fee Schedule, Attachment A. Based on the preliminary project information, we have estimated our total fees to be **\$11,528** as presented on the fee breakdown below and Our Agreement for Consulting Services with the Meridian Service Metropolitan District dated December 23, 2020. We can modify this estimate if a more finalized schedule is developed and construction quantities are known.

## **CLOSING**

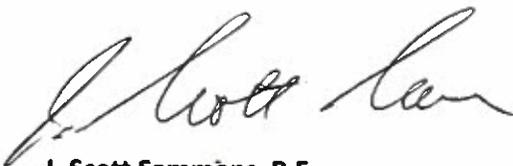
Should you have any questions concerning the scope, fee, assumptions or other information provided within this proposal, please contact Christopher Gallardo at 719.421.9262 or [cgallardo@vivideg.com](mailto:cgallardo@vivideg.com).

Sincerely,



**Christopher J. Gallardo, P.G.**

**Project Manager**



**J. Scott Sammons, P.E.**

**President/CEO**

## Fee Estimate

### Meridian Services Metro District Well Site #6 Vault – Materials Testing

#### TIME AND MATERIAL FEES

Pricing for this proposal is based on a time and materials contract. Estimated fees are as follows:

ITEM	RATE	Quantity	OT Rate	OT Quantity	TOTAL
<b>Field Testing</b>					
Tester - Field Density Testing (4 hrs/trip, 20 trips) (2 hrs/trip 6 trips for concrete cylinder pickup)	\$65/Hr	44	\$97.50/Hr	0	\$5,980
Project Manager (Includes 3 trips for excavation bottom observations)	\$120/Hr	20	NA	NA	\$2,400
Administrative	\$48/Hr	1	NA	NA	\$48
Mileage and Equipment Charge	\$40/Day	22	NA	NA	\$880
<b>Laboratory Testing</b>					
Proctors	\$140/Test	6	NA	NA	\$840
Atterberg Limits	\$55/Test	6	NA	NA	\$330
Sieve Analysis	\$75/Test	6	NA	NA	\$450
Compressive Strength	\$20/Test	30	NA	NA	\$600
				<b>Total</b>	<b>\$11,528</b>

## Attachment A

### Fee Schedule

#### Meridian Services Metro District Well Site #6 Vault – Materials Testing

#### Professionals

Senior Engineer/Project Manager	\$120/Hr
Staff Professional	\$105/Hr
Field Engineer	\$95/Hr
Administration	\$48/Hr
Inspector	\$80/Hr
Technician	\$65/Hr
Daily Equipment Fee (Vehicle, Computer, Phone, and Standard Testing Equipment)	\$40/day

#### Laboratory Fee Schedule

Test	Test Method	Fee
<b>Soils Tests</b>		
Standard Proctor	D698, T99	\$140
Modified Proctor	D1557, T180	\$140
One Point Verification		\$65
Soil Moisture Content	D2216	\$20
Sieve Analysis	D422	\$75
Minus #200	D1140	\$45
R-Value	D2844	\$375
Atterberg Limits/Plasticity Index	D4318	\$55
Swell/Consolidation Test	D4546	\$60
Water Soluble Sulfate Content		\$45
pH/Resistivity	D4972	\$55
Unconfined Compressive Strength	D2166	\$60
Specific Gravity	D854	\$45
Direct Shear, Consolidated Undrained, 3-points	D3080	\$375

<b>Asphalt Tests</b>		
Asphalt Content by Ignition Oven	D6307, T308	\$70
Specific Gravity (bulk) & Thickness	D1188, D2726	\$45
Maximum Theoretical Specific Gravity (Rice)	D2041, T209	\$85
Lottman	D4867, T283	\$450
Superpave Volumetric Properties	D6925, T312	\$350
HVEEM Stability	D1660, T246	\$160
Marshall – 3 Specimens with Stability and Flow	D1559	\$430
Asphalt Coring Equipment Usage/Day	NA	\$200
<b>Concrete &amp; Masonry Tests</b>		
Cylinder Compression	C39	\$20
Grout Compression		\$20
Mortar Compression		\$20
Masonry Prism – Hollow Core		\$150
Masonry Prism – Grout Filled		\$195
<b>Aggregate Tests</b>		
Gradation – Pit Run	C136	\$150
Sieve Analysis	C136	\$65
Minus #200	C117	\$45
Fractured Faces	CP45	\$65
Sand Equivalent	D2419, T176	\$90
LA Abrasion	C131	\$175
Specific Gravity – Coarse or Fine	C127, C128	\$75
Additional Services Not Specified		Call for Pricing

# MERIDIAN RANCH RECREATION CENTER OPERATIONS HANDBOOK

10301 Angeles Road  
Peyton, CO 80831  
719-495-7119

[www.meridianranchmetro.org](http://www.meridianranchmetro.org)



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## **RECREATION CENTER HOURS**

### REGULAR BUSINESS HOURS

- **Recreation Center**  
Monday thru Friday – 5:30 a.m. – 8:30 p.m.  
Saturday – 8:00 a.m. – 6:00 p.m.  
Sunday – 9:00 a.m. – 5:00 p.m.
- **Child Watch**  
Monday thru Friday – 8:00 a.m. – 1:00 p.m. & 4:00 p.m. – 7:00 p.m.  
Saturday – 8:00 a.m. – 1:00 p.m. & Sunday – 9:00 a.m. – 12:00 p.m.

### POOL HOURS (Non-Summer)

- **Indoor Pool**  
Monday thru Friday – 5:30 a.m. - 8:00 p.m.  
Saturday – 8:00 a.m. – 5:30 p.m.  
Sunday – 9:00 a.m. – 4:30 p.m.
- **Family Recreational Swim**  
Monday thru Friday – 3:30 p.m. - 8:00 p.m.  
Saturday – 9:00 a.m. – 5:30 p.m.  
Sunday – 10:00 a.m. – 4:30 p.m.

### POOL HOURS (Summer)

- **Indoor Pool**  
Monday thru Friday – 5:30 a.m. - 8:00 p.m.  
Saturday – 8:00 a.m. – 5:30 p.m.  
Sunday – 9:00 a.m. – 4:30 p.m.
- **Indoor Pool**  
**Family Recreational Swim**  
Monday thru Friday – 10:00 a.m. - 8:00 p.m.  
Saturday – 9:00 a.m. – 5:30 p.m.  
Sunday – 10:00 a.m. – 4:30 p.m.
- **Outdoor Pool**  
**Family Recreational Swim**  
Monday thru Friday – 10:00 a.m. – 7:00 p.m.  
Saturday – 9:00 a.m. – 5:30 p.m.  
Sunday – 10:00 p.m. – 4:30 p.m.

### CLOSED HOLIDAYS

- New Year's Day  
Easter  
Thanksgiving  
Christmas

## **MEMBERSHIP AND OTHER USAGE**

### **MEMBERSHIP ELIGIBILITY**

All family members living in a single-family residence located within Meridian Ranch and who pay Meridian Service Metropolitan District utility fees are Members of the Facility and comprise a Member Household. Membership is established through verification of the Meridian Service Metropolitan District utility bill, along with property deed or rental agreement. All individuals aged 21 years or older must provide proof of residency. Individuals living outside of Meridian Ranch are not eligible for membership. Members in Good Standing, as defined below, are eligible to use the Facility in accordance with the Facility's Operational Policies and Procedures. Homeowners who rent their residence within Meridian Ranch may allow renters to use the Facility via a notarized letter stating the transference of usage. Once usage has been transferred the homeowner will no longer be able to use the Facility until they reoccupy the residence or rescind the renters' privileges in writing.

For purposes of the Operational Policies and Procedures, a "Member in Good Standing" is a member who: (a) has paid all required assessments, late fees, attorney's and other charges due for services rendered by the Meridian Service Metropolitan District; (b) has paid all fines or any other monies due to the Meridian Service Metropolitan District and (c) has not found to be in noncompliance with the provisions of the Declaration and Bylaws.

Non-resident memberships to the Meridian Ranch Recreation Center are available for purchase. The price associated with a guest membership is noted on the most recent fee schedule adopted by the District Board of Directors.

### **KEY CARDS**

Each resident thirteen years and older will be issued one key card. To obtain a key card, each resident must complete and submit a membership information form to the Meridian Service Metropolitan District. If the key card is misplaced, lost, destroyed or altered, replacement of the card is required. One replacement card is complimentary. Additional replacement cards may be purchased for a fee. Members without a key card may not be admitted into the Facility. New residents can use the Facility upon completion of a membership information form and submission of a utility bill addressed to their Meridian Ranch address.

### **RECREATION CENTER ACCESS**

Members of the recreation center must access the center through the front door and check in with the front desk associate. Entering the building through any other door, or without checking in, may result in suspension from the center.

### **AGE RESTRICTIONS**

Children 12 years and under must be accompanied by an individual with a valid ID card who is at least 16 years old. Children 13 years and older may use the Facility without direct adult (16 years and older) supervision. Members 16 years of age and older may have two guests 13 years and older per visit per household.

### **EMERGENCY CONTACTS**

Emergency contact information for all member households must be provided to the Meridian Service Metropolitan District yearly. Any changes to this information should be updated as they occur.

### **MEMBER VERIFICATION**

The Meridian Service Metropolitan District will verify membership through homeowner information and a Meridian Service Metropolitan District utility bill in the resident's name, provided by the resident. If the home within Meridian Ranch is being rented, membership will be verified by receiving a copy of the signed rental agreement and an Meridian Service Metropolitan District utility bill in the tenant's name, from the tenant. Homeowners shall notify the Meridian Service Metropolitan District when rental agreements with tenants are terminated.

### **CAREGIVER/NANNY**

Member households utilizing a caregiver/nanny must register the caregiver/nanny with the Meridian Service Metropolitan District. The Meridian Service Metropolitan District will issue a keycard to the caregiver/nanny. The caregiver/nanny may use the Facility only while supervising the children of a Member Household. Members shall notify the Meridian Service Metropolitan District when a caregiver/nanny is no longer employed in that role. Meridian Ranch Residents who provide daycare services may not bring daycare children to the pool, unless the children are members of a Member Household.

### **GUEST POLICY**

Each Resident Household may bring two guests per day to the Facility at the posted fee. Residents may choose to purchase an economical ten punch guest card. The Meridian Ranch Recreation Center also offers an extended guest pass at no charge for nanny's, visiting grandparents or grandchildren. These extended passes are time sensitive. The extended guest pass must be approved by the Meridian Service Metropolitan District. Guests must be accompanied by their sponsoring resident at all times when using the facility. Guests may use the Child Watch for children under the age of 6 years at the non-resident drop-in rate. This guest policy does not pertain to special events, facility rentals, or birthday parties. Please see posted rules and regulations on these events.

Guests must be accompanied by a resident at all times and must have the guest sign in before using the Facility. Refunds due to pool incidents will be addressed on a case by case basis and are dependent upon Meridian Service Metropolitan District approval. There will be no refunds given for bad weather.

Members are responsible for their guests' conduct at all times, including, but not limited to any act that results in injury, damage to the Facility, supervision of minors, and all fees due.

The manager on duty has responsibility for the safety of residents and MSMD staff, and for members' enjoyment of the facilities. Therefore, the manager on duty has final say over the interpretation of the handbook, and has authority to temporarily establish additional rules, temporarily suspend rules, and to remove individuals from the facility for a portion, or entire day in his/her sole judgment. Long term suspensions may be appealed to the board of directors.

## **GENERAL RULES**

### **DRESS CODE**

Appropriate attire is required in the Facility and the swimming pool area. Swimsuits are not to be worn inside the facility without proper cover up. Footwear and shirts are required to be worn inside the facility. Management shall serve as the judge of appropriate attire and may require a user to leave the facility if an individual's attire is deemed to be inappropriate.

### **GROUNDS AND PARKING LOTS**

Parking at the Facility is limited to Meridian Ranch Residents, guests, visitors, and staff of the facility and shall be in designated parking areas only. No parking will be allowed in the facility parking lots at any time except during hours of operation. Overnight parking is strictly prohibited. Violators may be issued citations by local law enforcement and may be subject to towing at vehicle owner's expense. Vehicles are restricted to established roadways and the parking lot; vehicles are not to be driven on grassed areas or sidewalks. Bicycles, skateboards, scooters, "heelies," or the like are not permitted in the facility, on the walkway of the facility, or in the swimming pool area. The facility and parking lot may not be used for outside activities not related to the recreation facility operation unless otherwise approved by Meridian Service Metropolitan District.

### **FOOD**

Users are permitted to bring their own food and beverages for their personal consumption. Coolers will be inspected upon entering the facility. No glass containers will be allowed. Users are not permitted to bring a grill or other cooking devices to the facility.

### **ALCOHOLIC BEVERAGES**

Alcoholic beverages are not permitted in the facility or on recreational facility grounds unless approved by the board of directors and all proper permits are obtained.

### **SMOKING**

There is no smoking in the facility, the pool area or on Facility property. Smoking is also not allowed at any Meridian Service Metropolitan District sponsored event.

### **SUPERVISION**

Meridian Service Metropolitan District welcomes both adults and children to the Facility and the Swimming pool. For the protection and safety of all persons using the facility, parents, guardians and children are expected to follow the Facility's rules and regulations. Parents and guardians shall provide adequate supervision of their children and guests at all times and help enforce the Facility's rules. If the parent and/or guardian cannot follow the rules they will be asked to leave the facility for the day. If the violation occurs a second time they may be subject to a longer time frame of not being able to use the facility. Damage to the Facility and/or causing personal harm will result in an immediate 30-day suspension of Facility privileges pending further review by the Board of Directors. A second violation of Facility damage and/or causing personal harm will result

in suspension of Facility privileges for one year. Damage caused to the recreation center may be charged to the user through the utility and recreation fee bill.

### **EQUIPMENT**

No Facility equipment shall be used or moved by any user of the Facility unless pre-approved by the proper facility authority.

### **ANIMALS**

No animals, with the exception of trained guide, aid or assist dogs, will be allowed in the Facility, the swimming pool, patio area, or on the surrounding facility property except for special activities involving animals which have been pre-approved by the Meridian Service Metropolitan District management.

### **LOST ARTICLES**

The Facility is not responsible for lost or stolen articles. All lost articles must be picked up in person. Lost articles will be held for a period of two weeks and then shall be donated or disposed of at the sole discretion of the Recreation Center management.

### **INCLEMENT WEATHER**

This Facility follows School District 49 snow closure policy. Management will make every reasonable effort to remain open during inclement weather. Occasionally, District 49 will close due to non-weather-related incidents, in this situation, the Manager on Duty has the discretion to open the Recreation Center at full, or limited operation. Our primary concern, however, is for the safety of the residents and staff; if conditions dictate, the Facility may close early or open late if warranted by the staff. Closure and delayed opening information may be obtained by calling the Facility at (719) 495-7119 the night before, via email, or by utilizing the notification system through the Meridian Service Metropolitan District mobile application.

### **PROHIBITION OF NON-FACILITY PROGRAMS, LESSONS AND ACTIVITIES**

The Facility may not be used to provide, conduct or solicit any activity, program, or other event for profit, financial gain or otherwise by any business or person unless such activity, program or other event is pre-approved in writing by Meridian Service Metropolitan District management. Examples of such activities include, but are not limited to: conducting seminars or classes or providing services as personal trainers or swim instructors (individuals not on payroll as employees of the district or hired as independent contractors by the Management). Only the Meridian Service Metropolitan District staff-approved contractors may conduct personal training, swimming or other types of lessons at the Facility. Users found to be using the Facility in the above manner without written permission are subject to immediate disciplinary action. Such disciplinary action may include a suspension of a User's privileges to use the Facility for a period of time to be determined by the Meridian Service Metropolitan District. Meridian Service Metropolitan District staff is compensated directly by Management and may not be compensated in any way by Users. (i.e. a resident cannot ask a lifeguard to watch their child for additional compensation, swim instructors may not accept tips)

### **FITNESS AREA**

Anyone under the age of 13 years old must always be accompanied by a parent or guardian while in the fitness area. Children under the age of 7 are not permitted on the

fitness floor. The fitness area is to be used at the sole risk of the resident or their guest. Failure to follow these policies and procedures may result in losing weight/cardio room and/or recreation center privileges.

### **STRENGTH AND CONDITIONING POLICIES**

Please wipe down machines and other equipment after every use. Appropriate shirt/tank and other workout attire are required at all times (this includes NO open toed shoes/sandals). Horseplay, inappropriate behavior, profanity, and/or abusive language will not be tolerated. Residents and guests must return all equipment to its original place before leaving the area to allow others to work their sets in as well; this ensures safety and availability for other residents. Failure to follow these policies and procedures may result in losing facility privileges.

### **ACCIDENTS**

Contact a staff member immediately if there is an accident, injury or unusual incident so the situation can be assessed, and necessary intervention be provided. Users are responsible for their own medical expenses and participate in activities at their own risk.

### **LOCKER ROOMS**

Parents accompanied by the children of the opposite gender must use one of the “family” locker rooms.

Overnight locks are not permitted.

The Meridian Service Metropolitan District is not responsible for lost or stolen items.

### **MAINTENANCE/ REPAIR/ CLOSURE**

The entire Facility or portions of the Facility may be closed at any time for maintenance, health and safety concerns, inclement weather, or as necessary at the discretion of Meridian Service Metropolitan District management.

### **PROGRAMS-ACTIVITIES-INSTRUCTION-EVENTS-SERVICES**

Contact the Meridian Service Metropolitan District at (719) 495-7119, or visit the district website at [www.meridianranchmetro.org](http://www.meridianranchmetro.org) for more information.

### **SWIMMING POOL RULES**

Swimming at the recreation center is at the sole risk of the resident and their guests. No lifeguards are on duty except during Family Recreational Swim, or as posted. Parents and guardians assume full responsibility for children under the age of 13 while in the aquatic facility. Pool attendants will be on site for emergency response and care but are not to be depended on for supervision of swimmers. Lifeguards will be on duty, at a limited basis, during family recreational swim. Ten minute safety breaks will be conducted ten minutes prior to the top of every hour during operational hours. The safety checks are provided to encourage children to use the restroom, rest, recover, eat a snack, re-hydrate, as well as, provide a mental break from the pool activities.

Proper swim attire is required in the pool. Swimmers must wear bathing suits. Cut-offs, jeans, athletic or gym shorts, and street clothes are prohibited in the pool. Infants and toddlers who are not toilet-trained must wear swim diapers in the pool.

Food and drinks are not allowed within five feet of the pool.

Band-aids and bandages are prohibited in the pool as they may fall off, clog the filtration system, and/or pose a health hazard to others. Swimming with an open wound is also prohibited to prevent bloodborne contamination.

The Meridian Service Metropolitan District provides U.S. Coast Guard approved flotation devices for use in the pool. Children wearing lifejackets must be accompanied by an adult in the water and within arms reach at all times. All other flotation devices are subject to the Aquatics Department approval.

Diving, flips or backward entries are not allowed due to the depth of the pool. Jumping is permitted feet first and facing forward.

All individuals must walk. Running is not allowed in the pool area. Pool decks are slippery and may cause an individual to slip and fall.

Horseplay, wrestling, piggybacks and “chicken fights” are prohibited. This type of play may result in injuries. Additionally, it is often difficult for the pool attendant to tell the difference between this type of play and a swimmer in trouble.

For safety and comfort, it is important for everyone to keep their voices down and be respectful when speaking.

Kickboards, paddles and other instructional or training equipment (including barbells and weight belts) are for water exercise and swim lessons only. Water toys (e.g., soft balls, diving rings, etc.) are allowed in the pool; however, the use of such toys must not interfere with others or cause a safety risk. Meridian Service Metropolitan District staff are not responsible for the disappearance, damage, or breakage of any toy or personal item(s) brought to the Facility.

The Meridian Service Metropolitan reserves the right to restrict the number of individuals allowed in the pool if usage exceeds capacity or supervision limits. The maximum capacity for each pool is posted respectfully.

Parents accompanying small children are asked to help enforce pool rules. Pool attendants have final discretion regarding rules and policies.

Failure to follow rules may result in a suspension of pool privileges for a period of time to be determined by the Meridian Service Metropolitan management.

### **SWIMMING POOL CLOSURE GUIDELINES**

Because weather and lightning may be random and unpredictable, Meridian Service Metropolitan District staff have established pool closure guidelines. The aquatics management, in consultation with the manager on duty, will have the authority to make the decision to close the pool.

The outdoor pool will close when the air temperature drops below 50 degrees Fahrenheit.

The pool will be cleared immediately when lightning has been sighted, thunder has been heard, or when lightning is detected by the lightning detector. The pool will be

considered safe and swimmers will be allowed back in the pool 30 minutes after the last sighting or detection of lightning.

*“If you see it, flee it; if you hear it, clear it.”*

In addition to weather-related issues, the pool will be cleared when a pool attendant is unable to clearly see all areas of the pool, including the bottom.

\*\*See appendix A for additional swimming pool rules and guidelines.

Meridian Service Metropolitan District reserves the right to alter any of the provisions included herein.

## **SURVEILLANCE CAMERAS**

Video surveillance cameras have been installed throughout the Rec Center for the health and safety of the public using the Rec Center and for the management and protection of District property. Video surveillance cameras are not used in areas where members would have an expectation of privacy, such as restrooms or locker rooms. They are not intended to monitor or provide real time emergency detection or response, nor are they installed to protect or insure against damage to individual member's personal property.

### **Access: District**

Access to the surveillance cameras and records shall be secured and shall be restricted to the District General Manager, Recreation Operations Manager, and the District Equipment and Facility Supervisor. The District shall be responsible for maintaining the surveillance system and for reasonable monitoring as determined by the General Manager. The District is not charged with conducting nor does it conduct real time surveillance of the Rec Center.

### **Access: Law Enforcement**

Subject to the retention policy set forth below, surveillance records shall be made available to law enforcement officials in response to specific requests.

### **Access: All Others**

Surveillance records and recordings are not generally available for inspection by members of the public other than through a formal Open Records Request and any limitations contained in the Colorado Open Records Act regarding any such inspection. The surveillance cameras and records are a tool to assist with management and protection of District property and are not intended to be a service for individual member use.

### **Record Retention**

A. Active video surveillance equipment and records shall be stored in secured enclosures with limited access. Under no circumstance shall video be published to the Internet or streamed to mobile devices.

Adopted by the Meridian Service Metropolitan District Board of Directors on November 7, 2018

Revised November 4, 2020

B. The District will retain real-time digital video recordings for a maximum of thirty (30) days, subject to the capacity of the internal storage devices and whether the District has received a record preservation request from law enforcement, via subpoena or via and Open Records Request. Archived video records (older than 30 days) shall be stored only for investigative or legal purposes and shall be maintained in the custody of the District. In normal operating conditions, video surveillance footage will automatically be erased or overwritten when video storage system reaches maximum capacity.

## **CHILD WATCH SERVICES POLICIES AND PROCEDURES**

As a service to our members, the Meridian Ranch Child Watch program provides on-site child watch for members and their guests while enjoying the Facility. Management's goal is to provide a positive experience for children in a safe and secure environment during their visit to the Facility. The Child Watch Service offers interesting and age-appropriate activities implemented by Child Watch attendants.

### **CHILD WATCH SERVICES**

Services are provided for a maximum of two hours per day per child. Children six weeks thru six years of age may be left in the care of the Child Watch staff by their parents, grandparents, or legal guardians only. The responsible parent or legal guardian must remain in the Facility. Child watch fees are established by the District Board of Directors and are posted in the building and on the District website.

### **SNACKS**

Parents or legal guardians may provide a bottle, cup or juice box for their child. Such items should be labeled. Food will not be provided nor should food be brought into the Child Watch area by others due to a high number of children with food allergies.

### **TOYS**

It is recommended that personal toys not be brought to Child Watch as Management is not responsible for lost or broken personal belongings. Items such as security blankets are permitted for comfort. All Child Watch toys are cleaned on a daily basis according to El Paso County Health Department standards.

### **FOOTWEAR**

All infants are required to have their feet covered in socks and/or shoes while in the Child Watch area. All mobile children must wear shoes. It is recommended that children wear closed-toe shoes for their safety. Children may be asked to remove their shoes during play on an inflatable apparatus such as the obstacle course.

### **ILLNESS**

Child Watch staff cannot accept a child into the Child Watch area if they are exhibiting any of the following symptoms:

- Fever
- Runny nose or runny eyes with anything other than clear discharge
- Green discharge from any orifice of the body
- Diarrhea
- Cough
- Rash on any part of the body
- Vomiting in the last 24 hours

If a child has any of these symptoms, or any other communicable disease, we ask that users refrain from bringing them to Child Watch. We look forward to welcoming them back to Child Watch once he/she is healthy.

Please note that children who have been prescribed medication should complete at least 24 hours of the prescribed dosage before it is recommended that he/she return to Child Watch.

### **MEDICATION**

No medication will be administered in Child Watch.

### **DIAPER CHANGE**

Disposable diapers will be changed for children under three years of age as needed during such child's stay in Child Watch. Management requests that users bring their child in a clean diaper and provide diapers and wipes for changing.

Parents and legal guardians will be retrieved from other areas of the Facility to change diapers for children three years and over. Attendants will not change cloth diapers due to health and safety concerns presented with contact of fecal and urine matter.

### **CRYING CHILDREN**

It is Meridian Service Metropolitan Management's policy to page or retrieve parents or legal guardians when a child cries for ten consecutive minutes. If such a situation occurs, parents and legal guardians are encouraged to continue to bring their child to Child Watch so they may become accustomed to the environment.

Parents and legal guardians may stay with their child inside of the Child Watch area if it is necessary for their child to acclimate to the environment. Parents and legal guardians will be limited to a ten minute period during which they may accompany their child. Parents and legal guardians are asked to limit care to only their children.

### **DISCIPLINE**

Discipline at Child Watch is based on an understanding of the individual child's needs and stage of development. The goal is to develop self-discipline, responsibility for self, and the respect for others. It is based on the use of positive reinforcement, reasonable expectations, logical consequences, distractions and diversion, and if necessary, supervised removal from the group for short periods of time.

For the safety and well-being of your child and all those in Child Watch, inappropriate behavior (e.g., spitting, biting, inappropriate language, harm to self, others or property) may lead to loss of use of Child Watch Services. Each incident will be evaluated on a case-by-case basis.

Management's goal is to provide a positive and safe experience for all children in Child Watch.

### **SPECIAL NEEDS**

Please see the Child Watch contact list to address a child's special needs requirements. All matters will be taken into consideration.

**FACILITY USE AND RESERVATION POLICIES AND PROCEDURES**

The facility is an ideal venue for special events and community meetings. The large meeting room can accommodate a large audience and can be separated into two small group activity rooms for more intimate gatherings and meetings. The facility may be used by residents, management, Meridian Service Metropolitan employees, DRC, and District management in accordance with the policies and procedures established for the facility.

The Meridian Service Metropolitan management approves the use of and administers the reservation of the Facility in accordance with the general policies and procedures set forth herein. The swimming pool is not available for rent during regularly scheduled pool hours but may be reserved for events after such hours. To inquire about reserving any part of the Facility for a meeting or event, please contact the Meridian Service Metropolitan staff at 719-495-7119.

The Facility Reservation Agreement (the “Agreement”) may be obtained at the Facility during regular business hours. Contact the Meridian Service Metropolitan staff at the facility to obtain specific information related to reservation areas, equipment, hours, fees, etc.

**MEMBER PERSONAL USE**

Members may reserve and use the Facility or portions thereof for meetings, receptions, parties, or other similar activities for a fee set by the District Board of Directors. Members reserving the facility must abide by the Operational Policies and Procedures and are responsible for any damages and extra cleaning charges incurred as a result of these activities. Rentals will be subject to facility, pool, and event monitor fees in accordance with the standard reservation policies. A security deposit must be paid at the time of presenting the executed Agreement. The Meridian Service Metropolitan District reserves the right to cancel any event that has not commenced within two hours of the reservation start time. For a detailed description of fees assessed when reserving areas within the facility, please reference the current fee schedule adopted by the Board of Directors.

**AFTER HOURS POOL USAGE**

All groups must check in with the building supervisor upon arrival and one group supervisor (designated by rental group) must act as liaison between the group and the Meridian Service Metropolitan facility. The supervisor must be at least 21 years of age and the other chaperones must be at least 18 years of age. Direct supervision of children by the adults must be maintained at all times while the group is in or near the water. Adults must have visual contact with the children in their group at all times. Supervision is defined as being able to see/hear/discipline the children that the adult is directly responsible for watching.

An adult supervision ratio of one adult for every ten children is to be maintained at all times. Children under the age of six must be accompanied by an adult in the water within arm’s reach. There must be one adult in the water for every two children under the age of six. The group supervisor must inform the Aquatic Staff of any medical problems that may exist with any of the group members prior to entering the pool. Adults must be in

suit attire and either be in the water with the children or at the edge of the pool where the children are playing. A swim test is required of all children wishing to play in water deeper than their height. The aquatic facility's staff-on-duty is in charge at all times, and the adults in attendance with their group are expected to support the aquatic facility's staff in the enforcement of all rules and regulations.

#### **MEMBER COMMUNITY USE**

For purposes of this type of reservation, Resident Community Use is defined as any meeting, gathering, or event that is attended by Meridian Ranch residents only. Events where one or more non-Meridian Ranch residents attend should be reserved in accordance with the Resident Personal Use policy as noted above. There are no stated limitations on the number of times the facility may be reserved for Resident Community Use; however, the Meridian Service Metropolitan reserves the right to limit or alter usage and reservation times if the reservations become excessive relative to actual usage or space used or, in general, if the reservations are abused. A security deposit will not be required of Resident Community Use but residents reserving and using the facility must abide by the Operational Policies and Procedures and are responsible for any damages and extra cleaning charges incurred as a result of their activities. Resident Community Use reservations will be subject to facility, pool, and event monitor fees. The Meridian Service Metropolitan District reserves the right to cancel any event that has not commenced within 30 minutes of the reservation start time.

MERIDIAN RANCH RECREATION CENTER  
10301 Angeles Drive, Peyton, CO 80831  
Telephone: (719) 495-7119

**Appendix A**  
**Meridian Ranch Pool Rules**

- Children 5 years of age or younger must be accompanied in the water, within arm's distance at all times by a parent/guardian 16 years or older.
- Children 12 years of age or younger must be accompanied by an adult/guardian 16 years of age or older. Parent/Guardian must be on the pool deck or in the pool.
- Coastguard approved flotation devices only. (No inflatable devices such as water wings, rafts, etc.)
- Mermaid tails are prohibited in all bodies of water at the recreation center.
- Monofins may only be used while under the supervision of a MRRC swim instructor.
- Non-swimmers must stay in designated shallow areas, children with lifejackets or foam swimsuits must have a parent/guardian within arm's reach regardless of age.
- No running on the pool deck or pool area.
- Fins and snorkels may only be used by lap swimmers, a mask or goggles may be used during open swim times.
- Horseplay, unnecessary roughness, foul language, public display of affection, and inappropriate behavior are prohibited.
- Standing, sitting or hanging on shoulders, throwing one another, and slapping the water with noodles is prohibited.
- Gum, glass containers, and food must be left outside the pool area.
- Sitting and hanging on the lane lines and safety ropes is prohibited. Swimmers must swim under them not over them.
- Equipment including kickboards, pull buoys, and paddles are only to be used during lap swim or swim lessons.
- Smoking and vaping are prohibited in the facility.
- Flips, dives, back, dives, cartwheels, or jumping backwards off the side of the pool are prohibited.
- Use ladders and steps properly. No playing or loitering on the stairs. Only one swimmer at a time on the ladder.
- Swim diapers must be worn by all children who are not yet potty trained. Diaper changing is prohibited on the pool deck.
- No swimming in the water slide discharge area.
- Admission to the pool will be refused to people with infectious diseases, rashes, fevers, foot infections, open wounds, etc.
- Prolonged under water swimming and breath holding is prohibited
- Only MSMD staff may teach lessons, pool may not be used for non-MSMD sanctioned lessons.
- The MSMD staff will close the pool when weather or pool maintenance requires it.
- Bloodborne Pathogen contamination or fecal contamination will necessitate pool closing for a determined time.

- MSMD staff have final discretion and the authority to enforce any rules printed or verbal. The staff reserves the right to remove any person from the pool area if they act in an unsafe manner or are creating an unsafe/dangerous situation for themselves or others.

#### Slide Rules

- Outdoor slide may only be used by members without a wrist or neckband.
- Must be 52” tall for outdoor slide.
- Red Neckband or wristband for indoor slide.
- A line will form on the pool deck, not on the stairway. All swimmers must wait at the bottom of the slide until clear. Only one rider at a time.
- No tubes, mats, lifejackets, goggles, or masks permitted on the slide.
- Enter slide in sitting position, slide must be ridden feet first, either sitting or lying down on back.
- No running, standing, kneeling, rotating, tumbling, or stopping on the slide.
- Exit splash down pool area immediately.

#### Lap Swim Etiquette

- Indoor and Outdoor lap lanes are to be utilized for lap swimming only.
- Be prepared to share lanes.
- Try to swim with people who have the same ability. Please respect other people’s efforts.
- Be cautious and courteous. Do not start directly in front or behind someone approaching the wall for a turn. Give them room and drop behind.
- Let others know you are entering the lane. If necessary, get a swimmer’s attention by waving a kickboard under water. Those already in the lane always have the right of way.
- With two or more swimmers in a lane, swim a circle pattern. (Keep to the right)
- To pass another swimmer; touch the person on the foot once only during the lap. If you are touched on the foot, move quickly off to the side of the lane when you reach the wall and allow the person to pass.
- If you are resting or waiting at the end of the lane, move out of the way to allow other swimmers full use of the wall when turning. Do not occupy the lane for socializing; exit after your workout.
- Swim tests are available by request.

#### Lazy River Rules

- Red wrist or neckbands must be accompanied by a parent or guardian to use the lazy river.
- Inner Tubes must be around the chest with head above the water/tube, or riders may lay on top of the tube on their stomach with their head between the handles.
- No standing, crawling, walking on lazy wall.
- Swimmers must swim with the current when the tubes are in the water.

- No horseplay on tubes (forming chains, pushing, rocking, hitting, standing on, etc.)
- Swimming under tubes is not permitted.

#### Lily Pad Rules

- Only one person is permitted on the lily pads at a time.
- Red wristbands are not permitted on the lily pads.
- No other member or guest may assist a person across the lily pads.
- Users must use the rope to cross the lily pads.

#### Spa Whirlpool Rules

- Members ages 6-12 years old must be accompanied by an adult.
- During the 10 minute safety break, only members 18 years of age and older may stay in the hot tub.
- If the Spa whirlpool reaches capacity (15 persons), children under the age of 13 will be asked to exit first.
- No pool toys, rafts, innertubes, goggles, masks, etc may be brought into the Spa Whirlpool.

*\*Red neckband swimmers **must** have at least one parent, on the deck, at all times at a ratio of one adult to every two children. Children wearing this neckband may not cross the buoy line without a parent or guardian.*

*\*Red wristband swimmers **must** have at least one parent, in the water, within arm's reach at all times at a ratio of one adult to every two children.*

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

This Agreement entered into this third day of March, 2021 by and between the MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (the "District") and Design Edge (the "Consultant").

**RECITALS**

WHEREAS, the District contemplates that from time to time it will require various professional and consulting services on an as-needed basis; and

WHEREAS, these professional and consulting services will be identified as the specific need arises; and

WHEREAS, the District desires to engage the Consultant to render these professional and consulting services;

NOW THEREFORE, in consideration of the mutual covenants and stipulations hereinafter set forth, the parties do hereto agree as follows:

**I. BASIC SERVICES:** The Consultant shall provide and be compensated for a scope of services ("Services"), set forth in a written Work Authorization issued pursuant to this Agreement in substantially the form attached to this Agreement as **Exhibit A**, which Work Authorization shall also set forth the time schedule to be followed ("Time Schedule") and the estimated charges that are to be made ("Charges"). Unless otherwise agreed the Charges shall be calculated pursuant to the Schedule of Fees and Charges attached hereto as **Exhibit B**. The terms and conditions of this Agreement shall apply to each Work Authorization, except to the extent expressly modified by a subsequent Work Authorization. Where Charges are "not to exceed" a specified sum, the Consultant shall notify the District when the Consultant has a reasonable basis to anticipate that Charges will exceed the "not to exceed" sum and shall not continue to provide the Services beyond such specified "not to exceed" sum unless the District authorizes an increase in the sum, in writing by a subsequent Work Authorization executed by the District's designated representative. Changes in conditions, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond the Consultant's control may be a basis for equitable adjustments in the budgeted Charges and Time Schedule which adjustments shall only be made in writing by a subsequent Work Authorization, prior to commencement of any additional work based upon such change in conditions, executed by the District's designated representative.

**II. SPECIAL SERVICES:** The District may, in writing, request the Consultant to provide the District with certain additional special services ("Additional Services") not covered by the Services as outlined above. These Additional Services may include, but not be limited to any services not included under the specified scope of Services; provided that any Additional Services must be approved in writing, in advance, by the District.

**III. AUTHORIZED REPRESENTATIVES:** The officer assigned to administer the Services by Consultant is the only authorized representative to make decisions or commitments on behalf of Consultant. The only authorized representatives to make decisions or commitments on behalf of the District are Milton B. Gabrielski, President or David A. Pelser, District Manager, or an alternate designated in writing by either.

**IV. WORK PRODUCT:** All maps, plans, drawings, specifications, and other instruments and work product of the Consultant under this Agreement and related to the Services shall remain the property of the District under all circumstances, regardless of whether the Services are completed or not. The Consultant shall maintain reproducible drawings on file of such work product and make them available for the District's use, such copies to be provided to the District at printing rates shown in **Exhibit B**. Such work product shall be provided to the District at the time of completion of the Services or at the time of termination of this Agreement, whichever event first occurs, but in any case prior to final payment of any amounts due hereunder. At any time the District may obtain reproducible copies of the Consultant's work product by paying printing costs as set forth above or comparable commercial printing rates.

**V. COMMENCEMENT AND COMPLETION OF WORK:**

A. The Services called for under Sections I and II of this Agreement shall commence only after receipt of a Work Authorization from the District.

B. The Consultant agrees to begin work upon receipt of the District's written Work Authorization, and shall proceed in accordance with the Time Schedule as specified therein.

C. The Consultant will be responsible for completing the Services and other assigned projects as set forth in the Work Authorization within the Time Schedule identified therein. The Consultant will obtain from the District advance written approval of any anticipated changes or modifications to the Time Schedule.

D. The Consultant shall perform the Services consistent with sound professional practices and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, and shall comply with and endeavor to incorporate all laws, regulations, codes, and standards applicable at the time the Services are performed.

E. It is anticipated that the Consultant may require the subcontracted services of subcontractors from time to time in completing the Services under this Agreement. Prior written approval from the District will be required if the Consultant desires to retain such subcontractors, and any agreement between the Consultant and any subcontractor shall state that the subcontractor is, at a minimum, subject to and bound by the terms and conditions set forth herein. The Consultant shall supervise any and all subcontractors in order to ensure that the subcontractors perform the Services consistent with sound professional practices and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, and shall provide additional oversight of the activities of the subcontractors in order to ensure that the subcontractors comply with and endeavor to incorporate all laws, regulations, codes, and standards applicable at the time the Services are performed.

F. As a condition of final payment, the Consultant will warrant that the Services have

been completed lien-free, and will not be subject to any mechanics liens, chattel mortgages, mortgages, deeds of trust, security agreement or other encumbrances which are not contested and removed in due course.

**VI. COMPENSATION:**

A. Charges: The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, save and except the Charges as identified herein.

B. Fee Schedule: Compensation for the Services and Additional Services, if any, provided under this Agreement shall be based on the Schedule of Fees and Charges attached hereto. Out-of-pocket expenses incurred by the Consultant in the provision of the Services under any single Work Authorization, in an aggregate amount of less than \$300, will be reimbursable by the District to the Consultant at cost. Out-of-pocket expenses of more than \$300 must be approved in writing by the District prior to the expenditure(s).

C. Payments: Requests for payments during the term of the Agreement will be based on monthly certified progress reports and billings. The District shall be charged only for the exact time and materials associated with the Services. These charges shall be presented to the District each thirty (30) calendar days for review and approval. Billings must be submitted to the District prior to the 5th of the month following the month in which the services are performed in order for payment to be approved by the District's Board of Directors and paid by the end of said month. Each billing shall set forth, in addition to anything else required by this Agreement, the Charges, the amount billed/paid prior to the current billing, and the amount of Charges remaining to be paid for the Services.

D. Subcontractor Charges to be included in Contractor Billings: All charges of approved subcontractors for which the District has agreed, in writing and advance of their retention, to be responsible for the cost of such retention, shall be paid by the Consultant and billed to the District on an itemized invoiced cost basis.

E. Finance Charges: Subject to Section VI.C. above, all accounts not paid within sixty (60) days of statement date shall be subject to finance charges. Finance charges shall be computed by applying a single periodic rate of one percent (1%) per month (annual percentage rate of twelve percent (12%) to the unpaid balance. No finance charges shall accrue on any unpaid balances that the District disputes in the exercise of its discretion. The finance charges set forth in this Section VI.E. shall begin to accrue on the sixty-first (61<sup>st</sup>) day following the date on which the Contractor remits its billing statement to the District, if the account remains unpaid and if the District does not reasonably dispute the billing statement of the Contractor at issue.

**VII. INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and nothing herein contained shall constitute or designate the Consultant or any of its employees or agents as employees or agents of the District. Consultant is solely responsible for the manner and means by which it performs the work hereunder. The District is concerned only with the results to be obtained. Consultant shall be solely responsible for payment of all federal, state and

local taxes, insurance contributions for social security and unemployment, and any and all required insurance coverages as set forth in Section X below for Consultant's employees.

**VIII. DISCLOSURE:** During the performance of this Agreement and for all time subsequent to completion of the Services, the Consultant agrees not to use or disclose to anyone, except as required in the performance of this Agreement or by law, or as otherwise authorized in writing by the District, any and all information given to the Consultant by the District, or by the Consultant to the District, or which is developed by the Consultant as a result of the performance of this Agreement.

**IX. ASSIGNMENT:** The Consultant shall not have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempt to assign this Agreement or parts hereof in the absence of such written consent shall be null and void *ab initio*.

**X. INSURANCE:**

A. The Consultant shall obtain and maintain, at the Consultant's expense Workmen's Compensation and Employer's Liability, Comprehensive, General Liability, Automobile Liability, and Professional Liability, including errors and omissions in amounts and with carriers satisfactory to the District.

B. A certificate identifying the District as holder evidencing such policies together with the amounts of coverage for the respective types of coverage shall be attached to this Agreement as a condition of this Agreement being effective. Said certificate shall designate that the Consultant and the insurance carrier shall be obligated to give the District thirty (30) days prior written notice of any change in or cancellation of said coverage(s).

C. If the Consultant subcontracts any portion of the Services for any purpose, said subcontractors shall be required to furnish certificates evidencing satisfactory comparable insurance coverage(s) to the Consultant and the District.

**XI. INDEMNITY AND MUTUAL PROTECTION CLAUSES:**

A. Indemnity: The Consultant shall defend, protect, and indemnify the District, its officers, and employees from and against any claims, demands, losses, damages, expenses, injuries, and liabilities arising from the death or injury of any person or persons, including employees of the Consultant, or from any damage to or destruction of property to the extent caused by or in connection with the performance, or any negligent act or omission of the Consultant, its employees, or its subcontractors (if any), under this Agreement.

B. Mutual Protection Clauses: The Consultant will require that all contractors, subcontractors, or others furnishing material, work, or other professional services in connection with this Agreement agree to defend, protect, and indemnify the District and the Consultant and their respective officers, and employees, from and against any claims, losses, damages, expenses, injuries, and liabilities arising out of or in connection with their performance in connection with the Services.

**XII. TERMINATION FOR CONVENIENCE/SUSPENSION OF WORK:**

A. Termination: The District may terminate all or any portion of the Services for convenience, at its option, by sending a written notice to the Consultant. Termination shall be effective seven (7) days after the District sends the Consultant notice of termination in accordance with Section XIV of this Agreement, unless a later date is specified in said notice of termination; provided that during said seven (7) day period the Consultant shall suspend the performance of Services unless the District specifically agrees otherwise. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Consultant within sixty (60) days following receipt of a proper billing statement of the Contractor, which final billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of termination; (2) amounts billed by and paid to the Consultants through the date of termination; and (3) unpaid Charges of the Contractor incurred prior to termination.

B. Suspension: The District may suspend the Services performed by the Consultant at any time upon seven (7) days written notice. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Consultant within sixty (60) days following receipt of a proper billing statement of the Contractor, which billing statement shall set forth: (1) the Services performed by the Contractor and its subcontractors through the date of termination; (2) amounts billed by and paid to the Consultants through the date of termination; and (3) unpaid Charges of the Contractor incurred prior to termination. If the work suspension exceeds sixty (60) days from the effective suspension of Services date, the Consultant shall be entitled to renegotiate the Work Authorization and the attendant compensation terms.

**XIII. TERMINATION FOR CAUSE:** Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice, provided that during said twenty (20) day period the Consultant shall suspend the performance of Services unless the District specifically agrees otherwise. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination

stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. The District shall pay the Consultant upon invoice for Services performed and charges incurred prior to termination. In the event of termination for cause, the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

**XIV. NOTICES:** Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the District at:

To the District:

Meridian Service Metropolitan District  
11886 Stapleton Drive  
Falcon, CO 80831  
Attn: David A. Pelsler, General Manager

with a copy to:

Ronald Fano  
Spencer Fane LLP.  
1700 Lincoln Street, Suite 2000  
Denver, Colorado 80203

To the Consultant:

Design Edge, P. C.  
711 N Cascade Ave  
Colorado Springs, CO 80903

Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

**XV. IMMIGRATION LAWS:** The Consultant shall comply with any and all federal, state and local laws, rules and regulations regarding the hiring of employees and retention of subcontractors, including without limitation Section 8-17.5-101 et seq., C.R.S. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or contract with a sub-contractor who (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement, or (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Consultant hereby certifies that it does not knowingly employ or contract with an illegal alien. The Consultant shall participate in either the E-Verify Employment Verification Program administered by the United States Department of Homeland Security (“E-Verify Program”) or the State’s Department Program established pursuant to C.R.S. 8-17.5-102(5)(c) to confirm the

employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. The Consultant shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

The Consultant shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to: (a) notify the subcontractor and the District within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Consultant, the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation by the Department pursuant to Section 8-17.5-102(5), C.R.S.

In addition to any other legal or equitable remedy the District may be entitled to for a breach of this Agreement, if the District terminates this Agreement, in whole or in part, due to the Consultant's breach of any of this Article XIV, the Consultant shall be liable for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State as required by law.

**XVI. LAW/VENUE:** The terms of this Agreement shall be governed by the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the venue for the dispute resolution shall be the District Court for and in the county in which the District is located.

**XVII. INTEGRATED WRITING AND ENFORCEABILITY:** This Agreement constitutes the final and complete repository of the agreements between the District and the Consultant relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision. In the event of a legal action for invoice amounts not paid, or to otherwise enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, court costs, and other expenses related to the preparation for and conduct of the legal action.

**XVIII. NO THIRD PARTY RIGHTS:** This Agreement shall not create any rights or benefits to parties other than the District and the Consultant. No third party shall have the right to rely on the Consultant's opinions rendered in connection with the Services without the written

consent of the Consultant and the third party's agreement to be bound to the same conditions and limitations as the District.

**XIX. BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.

**XX. 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 herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

**XXI. APPROPRIATIONS:** The Consultant acknowledges and agrees that the District is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) neither the Consultant nor any of the Consultant's subcontractors shall have lien rights against the District, nor against any property lying within the boundaries of the District, in the event of nonpayment of any amount due under this Agreement.

**XXII. FORCE MAJEURE:** An event of "force majeure" occurs when an event beyond the control of the party claiming force majeure prevents such party from fulfilling its obligations. An event of force majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of force majeure, the obligations of the Consultant to perform the Services shall be suspended for the duration of the event of force majeure. If Services are suspended for thirty (30) days or more, the Consultant may, in its sole discretion, upon five (5) days prior written notice to the District, terminate this Agreement or the affected Work Authorization, or both. Pursuant to the provisions of Sections VI.C. through VI.E. of this Agreement, the District shall pay the Consultant within sixty (60) days following receipt of a proper billing statement of the Consultant, which billing statement shall set forth: (1) the Services performed by the Consultant and its subcontractors through the date of such termination; and (2) charges of the Consultant incurred prior to the date of such termination.

**XXIII. NO WAIVER OF GOVERNMENTAL IMMUNITY:** The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as the same may be amended from time to time.

**XXIV. NO PERSONAL LIABILITY.** No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**DISTRICT:**

MERIDIAN SERVICE METROPOLITAN DISTRICT  
a quasi-municipal corporation and  
political subdivision of the State of Colorado

By: \_\_\_\_\_  
Chairperson and President

**CONSULTANT:**

By: \_\_\_\_\_

## EXHIBIT A

### Work Authorization

(note: includes Time Schedule and Charges)

2/1/2021

Tobias Bagley

Meridian Service Metropolitan District

11886 Stapleton Drive,

Falcon, CO 80831

Project: AE services for Meridian Ranch Recreation Center Front Desk and Reception Area

Dear Tobi:

Thank you for the opportunity to provide you the following fee proposal for the above referenced project.

#### **Project Description**

Base Scope: The existing front desk area needs to be remodeled to provide a better flow through of traffic. The existing flooring needs to be replaced, and the curved feature wall removed and replaced with a lower wall with cubbies behind. Add a door/window into an adjacent office.

Optional Scope: Remove and replace existing lockers in locker rooms and modify lighting to provide ceiling lights in lieu of up lighting from the locker tops.

#### **Project Services:**

- Prepare Architectural documents consisting of plans, interior elevations, and details.
- Prepare bid documents including Division 00 specifications, advertisements, Invitation to Bid, General and Supplementary Conditions of the contract.
- Provide Electrical Drawings for Front Counter and for Locker room lighting (if Optional Scope is included)
- Bidding Support and Negotiations.
- Construction Administration through project Punch walk.

#### **Schedule**

We are available to begin work immediately. We will complete drawings for this project in Ten Weeks

## EXHIBIT B

### Schedule of Fees and Charges

**Fee:**

**Our fee for the above scope of work will be a Lump Sum Not to Exceed as follows:**

Base Scope	Architectural	Electrical	Total	Add for Opt. Scope
Project Plans and Specifications:	\$5,800	\$1,500	\$7,300	\$2,500
Bid Documents, Bidding Support:	\$ 800	\$500	\$1,300	\$500
Construction Administration:	\$2,000	\$500	\$2,500	\$500
<b>Total</b>	<b>\$8,600</b>	<b>\$2,500</b>	<b>\$11,100</b>	<b>\$3,500</b>

**Exclusions**

This proposal does not include the following:

1. Detailed Cost estimating
2. Mechanical and Plumbing Design

**Direct Costs and Reimbursable expenses**

Reimbursable expenses will be limited to costs for courier services, Cad plotting, printing, and out of town travel costs, rental cars, and hotel costs. Reimbursable expenses will include a 12% surcharge (based on cost).

**Additional services**

Architectural and engineering fee proposals for additional services can be provided as needed. Work will not be performed without written consent from the owner. Additional services may be performed at an hourly rate. Our hourly rates are as follows:

<u>Category</u>	<u>Hourly Rate</u>
Principal Architect	\$155.00/Hr
Project Architect	\$105.00/Hr
Interior Designer	\$90.00/Hr
Intern One / Technician	\$85.00/Hr
Administrative	\$65.00/Hr