

**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, June 9, 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 with current Covid protocols in place.

The Public may participate in person or by following this link :

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzcxNzJkM2QtZTc5OS00NjRlThjMWltMzhiOWQyYzU0NzI4%40thread.v2/0?context=%7b%22Tid%22%3a%22ddb1e07-ec1e-4dc6-8ef3-1a31c2da785b%22%2c%22Oid%22%3a%22778ad138-ba67-4d4d-bdb1-39557c30639d%22%7d

or by telephone by calling +1 872-242-8662 and using Phone Conference ID: 558830152#

Please comply with the Governor's Executive Orders and State Public Health Orders.

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 May 5, 2021 Combined Regular Board Meeting Minutes (enclosure) ***Page 3***

II. FINANCIAL ITEMS:

- A. Review and Accept MSMD Cash Position Summary and Unaudited Financial Statements (enclosure and/or distributed under separate cover) ***Page 8***
- B. Review Tap Fee Report for Information Only (enclosure and/or distributed under separate cover) ***Page 17***
- C. Review, Ratify and Approve Monthly Payment of Claims (enclosure and/or distributed under separate cover) ***Page 18***
- D. Receive Finance Committee Report ***Page 19***

III. OPERATIONS & ENGINEERING ITEMS:

A. Information Items (No Action)

1. MSMD Operations Reports – Water, Sewer, Parks and Grounds, Recreation (enclosure and/or handout) ***Page 20***
2. Manager’s Verbal Report

B. Action Items

1. Ratify Construction Services Agreement with Applied Ingenuity for repairs related to Well LFH 1, \$59,746.00 ***Page 23***
2. Ratify Construction Service Agreement with Frazee Construction Co. for installation of potable water by-pass line, \$32,730.00 ***Page 35***
3. Ratify Contract with Western Enterprises, Inc. for Falcon Freedom Days Fireworks, \$26,250.00 ***Page 69***
4. Ratify Change Order No. 3, Hydro Resources-Rocky Mountain Inc, for addition of temporary power generation, \$43,487.18 ***Page 83***

IV. DEVELOPER ITEMS:

- A. Verbal Report from Construction Manager

V. DIRECTOR ITEMS:

- A.

VI. LEGAL ITEMS:

- A. Enter into Executive Session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice regarding arbitration/post-arbitration matters with Cherokee Metropolitan District
- B. Enter into Executive Session pursuant to C.R.S. Section 24-6-402(4)(f) to continue Board discussion regarding potential changes to structure of the District’s employee organizational chart.

VII. Follow Up Action Items:

- A. Consider and authorize President to sign contract for Communication Services. ***Page 87***

VIII. ADJOURNMENT:

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

RECORD OF PROCEEDINGS

**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: May 5, 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
Wayne Reorda, Secretary/Treasurer
Bill Gessner, Asst. Secretary/Treasurer
Mike Fenton, Asst. Secretary/Treasurer
Tom Sauer, Asst. Secretary/Treasurer

Also present were:
Jim Nikkel; Meridian Service Metro District
Jennette Coe; Meridian Service Metro District
Beth Aldrich; Meridian Service Metro District
Braden McCrory; Meridian Service Metro District
Ryan Kozlowski; Meridian Service Metro District
Bob Blodgett; Community Resource Services (Via Teleconference)
Ron Fano; Spencer Fane
Jamie Cotter; Spencer Fane (Via Teleconference)
Tom Kerby; Tech Builders (Via Teleconference)
Raul Guzman; Tech Builders (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 10:03

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 and seconded to approve the agenda. The motion was approved by unanimous vote of directors present.

Visitor Comments Ms. Lowe had concerns regarding the following topics:

- Well and water production through the summer.
- Replacing dead foliage and controlling invasive weeds.
- Repairing the damage to the irrigation system.
- Maintenance of the pool, keeping it clean and heated.
- Reinstating social activities at the Recreation Center.

RECORD OF PROCEEDINGS

Approve Minutes The Board reviewed the April 4, 2021 Board Minutes and a motion was made and seconded to approve the minutes as presented. The motion was approved by unanimous vote of directors present.

Financial Items Cash Position Summary and Financial Statements: Ms. Coe reviewed the cash position summary and monthly financial reports for March 31, 2021. A motion was made and seconded to accept the cash position summary and financial statements as presented. The motion was approved by unanimous vote of directors present.

Review 2020 Tap Fee Report: Ms. Coe reviewed the April 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:

MSMD Interim checks for ratification: 13216-13242 totaling \$84,030.11

MSMD: 13243-13281 & 1 ACH totaling \$494,227.97

MRMD: 2266-2271 totaling \$2,469.75

A motion was made and seconded to approve the MSMD payment of claims. The motion was approved by unanimous vote of directors present.

A motion was made and seconded to approve the MRMD payment of claims. The motion was approved by unanimous vote of directors present.

**Operations &
Engineering Items**

Information Items:

MSMD Operations Reports:

- Mr. McCrory presented the water, sewer, parks and grounds, and drainage operation reports which included information from pages 30–32 of the Board Packet.
- Mr. Kozlowski presented the Recreation Center Report to the Board which included information from page 33 of the Board Packet. Mr. Kozlowski also noted:
 - A 14-year-old resident stole another resident's scooter. Mr. Kozlowski recommended a suspension. The Board discussed and decided on a six-month suspension with the potential to appeal at three months.

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

- Basis of Design Report (BDR) for LFH Wells 7, 8 and Latigo LFH 1 was submitted to Colorado Department of Health and Environment on April 30th and receipt of the documents was acknowledged on May 3rd. Approval will allow us to proceed with our plan to direct disinfect the water from these wells prior to storage and distribution. Approval will

RECORD OF PROCEEDINGS

take 3-4 weeks and, in the meantime, we are working on receiving proposals for construction of the required interconnect.

- Approval of the BDR for LFH Well No. 5 has been approved. Well 5 is scheduled for complete start-up tomorrow, May 6th.
- LFH Well 8 is expected to come online between May 31st and June 7th. We are still trying to get confirmation from Mountain View Electric as to the completion of their electrical service to the site and have made rental agreements and fueling arrangements in the event we need to bring in a temporary generator for the site.
- LFH Well 9 is still anticipated be ready for full start-up by June 22nd.
- We continue to try and fill positions in both water and wastewater.
- The technical team met yesterday with Cherokee on the replacement plan and how to move that action forward.
- We are planning to move staff into the former Tech Builders space as soon as they move out which could be as soon as tomorrow or Friday depending on final inspections. Braden and Tobi will be occupying offices in the new space. Once moves are complete, we anticipate opening the office to the public with a soft opening and then a fully announced opening following.

Action Items:

1. Consider and Adopt Resolution MSMD 21-02, Resolution Amending Spending Authorization and Check Signing Policy

After discussion, the Board decided to table this item to be evaluated at a future time. Mr. Gessner suggested having a Bill.com discussion on the agenda every month.

Developer Items

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

- Working on a replat in the Northeast section of the District to increase the allowed density.
- Slowdown in new tap sales. Three builders ran out of lots.
- Work in Stonebridge slowing down due to an increase in the cost of lumber, and weather in Texas affecting prices on concrete and plastics.
- Working with the County to do the improvements on Eastonville.
- Extending the four lanes on Meridian past Rex Road and putting in traffic lights.
- Paving on Rex Road delayed due to inclement weather.

Director Items

There were none.

RECORD OF PROCEEDINGS

Legal Items

Receive legal advice regarding arbitration/post-arbitration matters with Cherokee Metropolitan District.

A motion was made seconded and approved by unanimous vote of directors present to open an Executive Session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice regarding arbitration/post-arbitration matters with Cherokee Metropolitan District.

A motion was made, seconded and approved by unanimous vote of directors present to close the executive session. There was no reportable action.

Discussion regarding potential changes to structure of the District's employee organizational chart.

A motion was made, seconded, and approved by unanimous vote of directors present to open an Executive Session pursuant to C.R.S. Section 24-6-402(4)(f) to continue Board discussion regarding potential changes to structure of the District's employee organizational chart.

A motion was made, seconded and approved by unanimous vote of directors present to close the executive session. There was no reportable action.

In open session, a motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to establish a Personnel Committee consisting of Directors Gessner and Sauer and directed the Committee to work with Manager Nikkel on reviewing and improving the District's Organization Chart.

Adjournment

There being no further business to come before the Board, the President adjourned the meeting at 1:04 PM.

The next regular meeting of the Boards is scheduled for June 9, 2021 at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

Respectfully submitted,

Secretary for the Meeting

RON FANO
DIRECT DIAL: 303-839-3820
rfano@spencerfane.com

May 6, 2021

Meridian Service Metropolitan District
ATTN: Jim Nikkel, General Manager
11886 Stapleton Drive
Falcon, CO 80111

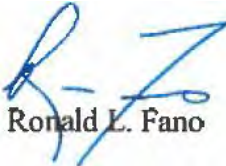
Re: Opinion Concerning Executive Session Held May 5, 2021

Dear Mr. Nikkel:

In my opinion, the executive session concerning the arbitration/post-arbitration matters with Cherokee Metropolitan District that occurred during the Board meeting that I attended in person on May 5, 2021 was properly announced and was a privileged attorney-client communication. Therefore, no record or electronic recording of the executive session was required pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Sincerely,

SPENCER FANE LLP



Ronald L. Fano

**MERIDIAN SERVICE METROPOLITAN DISTRICT
CASH POSITION SUMMARY
For the Period Ended April 30, 2021
Adjusted as of May 31, 2021**

	CHECKING Wells Fargo
Account Activity Item Description	
Cash balance at end of period	\$ 3,430,135
May activity:	
Utility billing from residents	498,052
Recreation Center fees	10,354
Tap fees and meter fees (In)	77,585
Tap fees transferred to MRMD (Out)	(21,000)
El Paso County Collection of Delinquent Accounts	1,549
Hydrant Deposits	1,000
Transfer from Meridian Ranch - CTF	-
AT&T, Falcon Freedom Days and reimbursements	11,808
Coronavirus Relief Fund Reimbursement	272
Payroll	(137,279)
May checks and automatic payments	
Operations incl. interim checks	(583,629)
Interest, fees and returned checks	(471)
Sub-total	3,288,375
June 7th payment Estimate	(307,000)
Adjusted balance	\$ 2,981,375
Restricted Funds to transfer:	
Conservation Trust Funds	-
5% Reserve Fund	(47,084)
Sewer Reserve Fund	(5,972)
Capital Project Funds	(1,879,400)
Rate Stabilization Fund	5,416
Adjusted Unrestricted Balance	\$ 1,054,335

MERIDIAN SERVICE METROPOLITAN DISTRICT
CASH POSITION RECONCILED TO GENERAL LEDGER
CASH POSITION SUMMARY
For the Period Ended April 30, 2021
Adjusted as of May 31, 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	Capital Project Funds	Rate Stabilization Funds	
Cash balance at end of period	3,430,134.91	-	406	11,823	1,673,800	349,846	-	4,222,681	683,778	10,372,470
May activity:										
Utility billing from residents	498,052	-	-	-	-	-	-	-	-	498,052
Recreation Center fees	10,354	-	-	-	-	-	-	-	-	10,354
Tap fees and meter fees (In)	77,585	-	-	-	-	-	-	-	-	77,585
Tap fees transferred to MRMD (Out)	(21,000)	-	-	-	-	-	-	-	-	(21,000)
El Paso County Collection of Delinquent Accounts	1,549	-	-	-	-	-	-	-	-	1,549
Hydrant Deposits	1,000	-	-	-	-	-	-	-	-	1,000
Transfer from Meridian Ranch - CTF	-	-	-	-	-	-	-	-	-	-
AT&T, Falcon Freedom Days and reimbursements	11,808	-	-	-	-	-	-	-	-	11,808
Coronavirus Relief Fund Reimbursement	272	-	-	-	-	-	-	-	-	272
Payroll	(137,279)	-	-	-	-	-	-	-	-	(137,279)
May checks and automatic payments										
Operations incl. interim checks	(583,629)	-	-	-	-	-	-	-	-	(583,629)
Interest, fees and returned checks	(471)	-	-	-	-	-	-	-	-	(471)
Sub-total	3,288,375	-	406	11,823	1,673,800	349,846	-	4,222,681	683,778	10,230,710
June 7th payment Estimate	(307,000)	-	-	-	-	-	-	-	-	(307,000)
Adjusted balance	2,981,375	-	406	11,823	1,673,800	349,846	-	4,222,681	683,778	9,923,710
Less restricted funds as of May 31, 2021:										
Petty Cash	-	-	(406)	-	-	-	-	-	-	(406)
Conservation Trust Funds	-	-	-	(11,823)	-	-	-	-	-	(11,823)
5% Reserve Fund	(47,084)	-	-	-	(1,673,800)	-	-	-	-	(1,720,884)
Sewer Reserve Fund	(5,972)	-	-	-	-	(349,846)	-	-	-	(355,818)
Capital Project Funds	(1,879,400)	-	-	-	-	-	-	(4,222,681)	-	(6,102,081)
Rate Stabilization Fund	5,416	-	-	-	-	-	-	-	(683,778)	(678,362)
Unrestricted cash balance	\$ 1,054,335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,054,335

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 and Four Months Ended April 30, 2021

	Month of Apr 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (33.3% YTD)
REVENUES					
General Revenue - Fund 10	\$262,769	\$272,646	\$286,910	(\$14,264)	95.0%
Parks/Grounds Revenue - Fund 15	90,871	361,308	1,107,175	(745,867)	32.6%
Rec Center Revenue - Fund 16	159,116	618,111	1,889,250	(1,271,139)	32.7%
Water Revenue - Fund 40	199,267	800,837	3,150,000	(2,349,163)	25.4%
Sewer Revenue - Fund 50	143,230	566,991	3,107,525	(2,540,534)	18.2%
Billing Fees	3,675	12,357	71,400	(59,043)	17.3%
Grant Revenue	-	11,788	35,000	(23,212)	33.7%
Interest Income	319	1,637	-	1,637	-
Miscellaneous Income	-	14,711	-	14,711	-
TOTAL REVENUES	859,247	2,660,387	9,647,260	(6,986,873)	27.6%
EXPENSES					
Capital Expenses					
Capital Expense - Other	5,482	90,478	1,630,000	(1,539,522)	5.6%
Capital Expense P&G Fund 15	-	-	300,000	(300,000)	-
Capital Expense MRRC Fund 16	-	-	350,000	(350,000)	-
Capital Expense Water Fund 40	228,392	2,304,436	6,115,000	(3,810,564)	37.7%
Capital Expense Sewer Fund 50	26,857	789,538	1,295,000	(505,462)	61.0%
Capital Outlay - Vehicle	-	70,629	131,900	(61,271)	53.5%
Developer Reimbursements	-	-	750,000	(750,000)	-
TOTAL Capital Expenses	260,730	3,255,082	10,571,900	(7,316,818)	30.8%
Total Fund & General Expenses					
General & Admin. Expense	117,800	586,416	805,015	(218,599)	72.8%
Personnel Expenses	162,369	562,175	2,365,640	(1,803,465)	23.8%
Parks/Grounds Expense - Fund 15	15,575	47,513	427,500	(379,987)	11.1%
MRRC Expense - Fund 16	16,056	87,708	390,000	(302,292)	22.5%
Water Expense - Fund 40	60,023	97,778	508,010	(410,232)	19.2%
Sewer Expense - Fund 50	58,459	158,746	696,300	(537,554)	22.8%
General Operating Expenses	73,571	328,564	1,063,733	(735,169)	30.9%
TABOR Emergency Reserve 3%	-	-	8,610	(8,610)	-
TOTAL Total Fund & General Expenses	503,853	1,868,902	6,264,808	(4,395,906)	29.8%
TOTAL EXPENSES	764,584	5,123,984	16,836,708	(11,712,724)	30.4%
EXCESS REVENUES OVER (UNDER) EXPENSES	94,663	(2,463,597)	(7,189,448)	4,725,851	
Other Financing Sources (Uses)					
Tap Fees Received	180,000	1,231,000	3,500,000	(2,269,000)	35.2%
Tap Fees Transferred to MRMD	(180,000)	(738,000)	(3,500,000)	2,762,000	21.1%
Transfer from (to) MRMD	-	-	750,000	(750,000)	-
Transfer from (to) Other Funds	(47,640)	(190,366)	(572,048)	381,682	33.3%
Emergency Reserve (5%)	47,084	188,334	565,000	(376,666)	33.3%
Emergency Reserve (\$2) - Sewer	5,972	23,698	72,048	(48,350)	32.9%
Rate Stabilization Reserve	(5,416)	(21,666)	(65,000)	43,334	33.3%
TOTAL Other Financing Sources (Uses)	-	493,000	750,000	(257,000)	65.7%
NET CHANGE IN FUND BALANCE	\$94,663	(\$1,970,597)	(\$6,439,448)	\$4,468,851	
BEGINNING FUND BALANCE**		12,463,790			
ENDING FUND BALANCE		<u>\$10,493,193</u>			
Operating Capital Fund Balance		7,740,388			
Emergency Reserve Fund Balance 5%		1,720,473			
Sewer Reserve Fund Balance \$2		353,998			
Rate Stabilization Fund Balance		678,334			
Total Fund Balance		<u>\$10,493,193</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 and Four Months Ended April 30, 2021

	Month of Apr 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (33.3% YTD)
REVENUES					
IGA - Meridian Ranch	\$260,000	\$260,000	\$260,000	-	100.0%
AT&T Lease	1,445	5,778	18,310	(12,532)	31.6%
Newsletter Contrib.	320	1,760	4,800	(3,040)	36.7%
MSMD Office Sub-Lease	1,005	5,108	3,800	1,308	134.4%
Interest Income	75	411	-	411	-
Miscellaneous Income	-	163	-	163	-
TOTAL REVENUES	262,844	273,221	286,910	(13,689)	95.2%
EXPENSES					
Accounting	-	273	1,100	(827)	24.8%
Audit	-	-	14,500	(14,500)	-
Payroll & HR Services	3,549	11,510	43,800	(32,290)	26.3%
Engineering/Consulting	147	498	700	(202)	71.1%
Legal	7,200	27,505	30,000	(2,495)	91.7%
Personnel Expenses	2,331	6,914	35,215	(28,301)	19.6%
Copier - Contract Expenses	441	1,165	6,605	(5,440)	17.6%
IT/Computer/Software	488	1,323	10,000	(8,677)	13.2%
Rent - Shared	3,549	14,198	75,000	(60,802)	18.9%
Telephone & Internet	64	330	700	(370)	47.1%
Telephone & Internet - Shared	754	2,980	7,725	(4,745)	38.6%
Utilities - Shared	468	2,355	6,695	(4,340)	35.2%
Supplies	321	1,276	3,100	(1,824)	41.2%
Licenses,Certs & Memberships	-	497	1,000	(503)	49.7%
Subscriptions	30	55	700	(645)	7.9%
Public Information	-	-	500	(500)	-
Meals & Entertainment	620	848	200	648	424.0%
Miscellaneous Expense	(23)	315	1,000	(685)	31.5%
COVID Expense	-	(160)	3,200	(3,360)	
Insurance	392	1,581	3,500	(1,919)	45.2%
Customer Refunds Tracking	186	186	-	186	-
Vehicle, Equipment & Travel	364	953	3,000	(2,047)	31.8%
TABOR Emergency Reserve 3%	-	-	8,610	(8,610)	-
TOTAL EXPENSES	20,914	74,740	257,350	(182,610)	29.0%
NET CHANGE IN FUND BALANCE	\$241,930	\$198,481	\$29,560	\$168,921	
BEGINNING FUND BALANCE**		66,441			
ENDING FUND BALANCE		\$264,922			

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 and Four Months Ended April 30, 2021

	Month of Apr 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (33.3% YTD)
REVENUES					
Parks & Grounds Fees	\$76,097	\$302,732	\$927,150	(\$624,418)	32.7%
Street Lighting Fees	14,773	58,575	180,025	(121,450)	32.5%
Billing Fees	919	3,089	17,850	(14,761)	17.3%
Grant Revenue	-	11,788	35,000	(23,212)	33.7%
Interest Income	2	35	-	35	-
Miscellaneous Income	-	1,817	-	1,817	-
TOTAL REVENUES	91,791	378,037	1,160,025	(781,988)	32.6%
EXPENSES					
General & Admin. Expense					
Accounting	-	1,036	4,550	(3,514)	22.8%
Customer Billing Services	1,789	6,283	11,040	(4,757)	56.9%
Engineering/Consulting	556	1,886	3,500	(1,614)	53.9%
Legal	-	117	2,500	(2,383)	4.7%
Personnel Expenses	12,701	40,674	246,875	(206,201)	16.5%
General Operations - Admin	3,437	6,729	9,900	(3,171)	68.0%
TOTAL General & Admin. Expense	18,482	56,726	278,365	(221,639)	20.4%
Operating Expense					
Landscape Repair & Maint.	15,281	45,633	364,500	(318,867)	12.5%
Hardscape Repair & Maint.	-	-	21,000	(21,000)	-
Park Maint.	294	1,721	27,000	(25,279)	6.4%
Pond Maint.	-	159	15,000	(14,841)	1.1%
Utilities	13,584	68,037	171,350	(103,313)	39.7%
Insurance	1,486	5,991	12,360	(6,369)	48.5%
TOTAL Operating Expense	31,237	123,749	626,210	(502,461)	19.8%
Capital Outlay - Vehicle	-	10,076	58,900	(48,824)	17.1%
TOTAL EXPENSES	49,719	190,550	963,475	(772,925)	19.8%
EXCESS REVENUES OVER (UNDER) EXPENSES	42,072	187,487	196,550	(9,063)	
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) Capital	(25,000)	(100,000)	(300,000)	200,000	33.3%
TOTAL Transfer from (to) Other Funds	(25,000)	(100,000)	(300,000)	200,000	33.3%
TOTAL Other Financing Sources (Uses)	(25,000)	(100,000)	(300,000)	200,000	33.3%
NET CHANGE IN FUND BALANCE	\$17,072	\$87,487	(\$103,450)	\$190,937	
BEGINNING FUND BALANCE**		347,868			
ENDING FUND BALANCE		<u><u>\$435,355</u></u>			
Operating Capital Fund Balance		280,351			
Emergency Reserve Fund Balance 5%		145,004			
Rate Stabilization Fund Balance		10,000			
Total Fund Balance		<u><u>\$435,355</u></u>			

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 and Four Months Ended April 30, 2021

	Month of Apr 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (33.3% YTD)
REVENUES					
Recreation Center Service Fees	\$148,079	\$585,989	\$1,804,450	(\$1,218,461)	32.5%
Fee Based Programming	10,894	31,432	60,000	(28,568)	52.4%
MRRC Concession Sales	109	235	1,000	(765)	23.5%
Falcon Freedom Days Revenue	-	-	20,000	(20,000)	-
Billing Fees	919	3,089	17,850	(14,761)	17.3%
Advertising Fees	35	455	3,800	(3,345)	12.0%
Miscellaneous Income	-	3,406	-	3,406	-
TOTAL REVENUES	160,035	624,606	1,907,100	(1,282,494)	32.8%
EXPENSES					
General & Admin. Expense					
Accounting	-	1,762	6,700	(4,938)	26.3%
Customer Billing Services	3,041	10,682	18,600	(7,918)	57.4%
Engineering/Consulting	1,350	4,260	5,000	(740)	85.2%
Legal	-	-	5,000	(5,000)	-
Personnel Expenses	76,056	269,126	970,200	(701,074)	27.7%
General Operations - Admin	7,823	26,802	48,350	(21,548)	55.4%
TOTAL General & Admin. Expense	88,270	312,631	1,053,850	(741,219)	29.7%
Operating Expense					
Programming Supplies	6,869	20,390	63,500	(43,110)	32.1%
Building Maint.	4,809	35,169	161,450	(126,281)	21.8%
Grounds Maint.	-	-	2,000	(2,000)	-
Pool Maint.	2,811	8,187	54,050	(45,863)	15.1%
MRRC Security	293	1,131	4,000	(2,869)	28.3%
MR Community Events	279	1,534	15,000	(13,466)	10.2%
Falcon Freedom Days Expenses	-	-	50,000	(50,000)	-
Utilities	13,192	66,886	182,100	(115,214)	36.7%
Insurance	2,528	10,192	18,823	(8,631)	54.1%
Vehicle, Equipment & Travel	80	289	5,500	(5,211)	5.3%
TOTAL Operating Expense	31,856	165,076	596,423	(431,347)	27.7%
Capital Outlay - Vehicle	-	10,076	-	10,076	-
TOTAL EXPENSES	120,127	487,782	1,650,273	(1,162,491)	29.6%
EXCESS REVENUES OVER (UNDER) EXPENSES	39,908	136,824	256,827	(120,003)	53.3%
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) Capital	(16,667)	(66,667)	(200,000)	133,333	33.3%
Transfer from (to) Emer Reserve	(4,167)	(16,667)	(50,000)	33,333	33.3%
TOTAL Transfer from (to) Other Funds	(20,834)	(83,334)	(250,000)	166,666	33.3%
Emergency Reserves					
Emergency Reserve (5%)	4,167	16,667	50,000	(33,333)	33.3%
TOTAL Emergency Reserves	4,167	16,667	50,000	(33,333)	33.3%
TOTAL Other Financing Sources (Uses)	(16,667)	(66,667)	(200,000)	133,333	33.3%
NET CHANGE IN FUND BALANCE	\$23,241	\$70,157	\$56,827	\$13,330	123.5%
BEGINNING FUND BALANCE**		401,338			
ENDING FUND BALANCE		<u>\$471,495</u>			
Operating Capital Fund Balance		335,250			
Emergency Reserve Fund Balance 5%		126,245			
Rate Stabilization Fund Balance		10,000			
Total Fund Balance		<u>\$471,495</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 and Four Months Ended April 30, 2021

	Month of Apr 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (33.3% YTD)
REVENUES					
Interest Income	\$227	\$1,116	-	\$1,116	-
TOTAL REVENUES	227	1,116	-	1,116	-
EXPENSES					
General & Admin. Expense					
Legal	-	-	10,000	(10,000)	-
TOTAL General & Admin. Expense	-	-	10,000	(10,000)	-
Capital Expense - Other					
Build-Out CIP & Funding Plan	5,482	90,478	100,000	(9,522)	90.5%
District Office Yard & Shop	-	-	1,300,000	(1,300,000)	-
Imp/Mtc Drainage Channels/Ponds	-	-	230,000	(230,000)	-
TOTAL Capital Expense - Other	5,482	90,478	1,630,000	(1,539,522)	5.6%
Capital Expense P&G Fund 15					
3rd Const & Acq-Winding Walk	-	-	300,000	(300,000)	-
TOTAL Capital Expense P&G Fund 15	-	-	300,000	(300,000)	-
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)	-
TOTAL Capital Expense MRRC Fund 16	-	-	350,000	(350,000)	-
Capital Expense Water Fund 40					
Well Site #6	3,335	-	-	-	-
Guthrie Well Area B & Line Exp	-	113	50,000	(49,888)	0.2%
Expand Filter Plant & Bldg	-	-	830,000	(830,000)	-
ACGC Weir Improvements	-	1,744	15,000	(13,256)	11.6%
Well Site No. 5 ,7 & 8	196,914	1,901,297	4,400,000	(2,498,703)	43.2%
Eastonville Raw Water Pipeline	28,143	401,283	450,000	(48,717)	89.2%
TOTAL Capital Expense Water Fund 40	228,392	2,304,436	6,115,000	(3,810,564)	37.7%
Capital Expense Sewer Fund 50					
Lift Station 2020 Improvements	-	-	30,000	(30,000)	-
Woodmen Hills Sewer Bypass	26,857	789,538	710,000	79,538	111.2%
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)	-
TOTAL Capital Expense Sewer Fund 50	26,857	789,538	1,295,000	(505,462)	61.0%
Developer Reimbursements	-	-	750,000	(750,000)	-
TOTAL EXPENSES	260,730	3,184,453	10,450,000	(7,265,547)	30.5%
EXCESS REVENUES OVER (UNDER) EXPENSES	(260,503)	(3,183,336)	(10,450,000)	7,266,664	
Other Financing Sources (Uses)					
Transfer from (to) MRMD	-	-	750,000	(750,000)	-
Transfer from (to) P&G Fund	25,000	100,000	300,000	(200,000)	33.3%
Transfer from (to) Rec Fund	16,667	66,667	200,000	(133,333)	33.3%
Transfer from (to) Water Fund	166,667	666,667	2,000,000	(1,333,333)	33.3%
Transfer from (to) Sewer Fund	65,417	261,667	785,000	(523,333)	33.3%
TOTAL Other Financing Sources (Uses)	273,751	1,095,001	4,035,000	(2,939,999)	27.1%
NET CHANGE IN FUND BALANCE	\$13,248	(\$2,088,336)	(\$6,415,000)	\$4,326,664	
BEGINNING FUND BALANCE**		7,538,868			
ENDING FUND BALANCE		<u>\$5,450,532</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 and Four Months Ended April 30, 2021

	Month of Apr 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (33.3% YTD)
REVENUES					
Water Service Fees - Res.	\$177,280	\$674,265	\$2,541,975	(\$1,867,710)	26.5%
Water Service Fees - Comm.	7,774	50,601	142,975	(92,374)	35.4%
Meter Set Fees	6,500	45,150	187,500	(142,350)	24.1%
Irrigation	7,714	30,974	252,550	(221,576)	12.3%
UB - Water Adjustments	-	(153)	-	(153)	-
IGA Shared Water Cost Reimb.	-	-	25,000	(25,000)	-
Billing Fees	919	3,089	17,850	(14,761)	17.3%
Miscellaneous Income	-	4,991	-	4,991	-
TOTAL REVENUES	200,186	808,917	3,167,850	(2,358,933)	25.5%
EXPENSES					
General & Admin. Expense					
Accounting	-	2,409	9,000	(6,591)	26.8%
Customer Billing Services	4,114	14,452	45,000	(30,548)	32.1%
Engineering/Consulting	6,260	20,708	50,000	(29,292)	41.4%
Legal	1,122	3,614	20,000	(16,387)	18.1%
Personnel Expenses	33,647	122,561	576,825	(454,264)	21.2%
General Operations - Admin	5,867	14,288	25,800	(11,512)	55.4%
TOTAL General & Admin. Expense	51,010	178,031	726,625	(548,594)	24.5%
Operating Expense					
Water Operations General	4,437	13,038	112,785	(99,747)	11.6%
Raw Water Operations	237	4,934	53,650	(48,716)	9.2%
Water Treatment Operations	8,787	13,939	65,300	(51,361)	21.3%
Non-Potable Water Operations	3,711	5,711	46,500	(40,789)	12.3%
Utilities	33,708	140,938	499,700	(358,762)	28.2%
Insurance	3,457	14,277	65,000	(50,723)	22.0%
Vehicle, Equipment & Travel	594	1,964	15,000	(13,036)	13.1%
TOTAL Operating Expense	97,782	254,957	1,087,710	(832,753)	23.4%
Capital Outlay - Vehicle	-	40,403	36,500	3,903	110.7%
TOTAL EXPENSES	148,791	473,391	1,850,835	(1,377,444)	25.6%
EXCESS REVENUES OVER (UNDER) EXPENSES	51,394	335,526	1,317,015	(981,489)	25.5%
Other Financing Sources (Uses)					
Tap & Transfers from (to) Other Funds					
Tap Fees Received	90,000	615,500	1,800,000	(1,184,500)	34.2%
Tap Fees Transferred to MRMD	(90,000)	(369,000)	(1,800,000)	1,431,000	20.5%
Transfer from (to) Capital	(166,667)	(666,667)	(2,000,000)	1,333,333	33.3%
Transfer from (to) Emer Reserve	(24,167)	(96,667)	(290,000)	193,333	33.3%
Transfer from (to) Rate Stabil	3,333	13,333	40,000	(26,667)	33.3%
TOTAL Tap & Transfers from (to) Other Fur	(187,501)	(503,501)	(2,250,000)	1,746,499	22.4%
Emergency Reserves					
Emergency Reserve (5%)	24,167	96,667	290,000	(193,333)	33.3%
Rate Stabilization Reserve	(3,333)	(13,333)	(40,000)	26,667	33.3%
TOTAL Emergency Reserves	20,834	83,334	250,000	(166,666)	33.3%
TOTAL Other Financing Sources (Uses)	(166,667)	(420,167)	(2,000,000)	1,579,833	21.0%
NET CHANGE IN FUND BALANCE	(\$115,273)	(\$84,641)	(\$682,985)	\$598,344	12.4%
BEGINNING FUND BALANCE**		2,611,484			
ENDING FUND BALANCE		<u>\$2,526,843</u>			
Operating Capital Fund Balance		1,387,756			
Emergency Reserve Fund Balance 5%		812,420			
Rate Stabilization Fund Balance		326,667			
Total Fund Balance		<u>\$2,526,843</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 and Four Months Ended April 30, 2021

	Month of Apr 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (33.3% YTD)
REVENUES					
Sewer Fees - Res.	\$140,697	\$557,734	\$1,718,350	(\$1,160,616)	32.5%
Sewer Fees - Comm.	2,533	9,258	35,000	(25,742)	26.5%
Sterling Ranch Revenue	-	-	1,251,175	(1,251,175)	-
IGA Shared Sewer Cost Reimb.	-	-	103,000	(103,000)	-
Billing Fees	919	3,089	17,850	(14,761)	17.3%
Interest Income	16	74	-	74	-
Miscellaneous Income	-	4,334	-	4,334	-
TOTAL REVENUES	144,164	574,489	3,125,375	(2,550,886)	18.4%
EXPENSES					
General & Admin. Expense					
Accounting	-	1,712	9,000	(7,288)	19.0%
Customer Billing Services	2,981	10,472	42,000	(31,528)	24.9%
Engineering/Consulting	20,519	50,597	75,000	(24,403)	67.5%
Legal	37,223	326,157	170,000	156,157	191.9%
Personnel Expenses	37,634	122,900	536,525	(413,625)	22.9%
General Operations - Admin	3,892	17,160	27,050	(9,890)	63.4%
TOTAL General & Admin. Expense	102,249	528,997	859,575	(330,578)	61.5%
Operating Expense					
Sewer Operations	15,107	52,322	451,900	(399,578)	11.6%
Lift Station Operations	12,136	48,626	195,100	(146,474)	24.9%
Lift Station Operations-Shared	31,216	57,798	49,300	8,498	117.2%
Utilities	313	1,501	5,400	(3,899)	27.8%
Insurance	2,456	9,901	50,000	(40,099)	19.8%
TOTAL Operating Expense	62,053	173,995	768,700	(594,705)	22.6%
Capital Outlay - Vehicle	-	10,076	36,500	(26,424)	27.6%
TOTAL EXPENSES	164,302	713,068	1,664,775	(951,707)	42.8%
EXCESS REVENUES OVER (UNDER) EXPENSES	(20,138)	(138,579)	1,460,600	(1,599,179)	
Other Financing Sources (Uses)					
Tap & Transfers from (to) Other Funds					
Tap Fees Received	90,000	615,500	1,700,000	(1,084,500)	36.2%
Tap Fees Transferred to MRMD	(90,000)	(369,000)	(1,700,000)	1,331,000	21.7%
Transfer from (to) Capital	(65,417)	(261,667)	(785,000)	523,333	33.3%
Transfer from (to) Emer Reserve	(18,750)	(75,000)	(225,000)	150,000	33.3%
Transfer from (to) Emer. (\$2)	(5,972)	(23,698)	(72,048)	48,350	32.9%
Transfer from (to) Rate Stabil	2,083	8,333	25,000	(16,667)	33.3%
TOTAL Tap & Transfers from (to) Other Fun	(88,056)	(105,532)	(1,057,048)	951,516	10.0%
Emergency Reserves					
Emergency Reserve (5%)	18,750	75,000	225,000	(150,000)	33.3%
Emergency Reserve (\$2) - Sewer	5,972	23,698	72,048	(48,350)	32.9%
Rate Stabilization Reserve	(2,083)	(8,333)	(25,000)	16,667	33.3%
TOTAL Emergency Reserves	22,639	90,365	272,048	(181,683)	33.2%
TOTAL Other Financing Sources (Uses)	(65,417)	(15,167)	(785,000)	769,833	1.9%
NET CHANGE IN FUND BALANCE	(\$85,555)	(\$153,746)	\$675,600	(\$829,346)	
BEGINNING FUND BALANCE**		1,497,791			
ENDING FUND BALANCE		<u>\$1,344,045</u>			
Operating Capital Fund Balance		21,576			
Emergency Reserve Fund Balance 5%		636,804			
Sewer Reserve Fund Balance \$2		353,998			
Rate Stabilization Fund Balance		<u>331,667</u>			
Total Fund Balance		<u>\$1,344,045</u>			

Meridian Service Metropolitan District
2021 May Tap Report

Counts	Date	Tap Receipt No.	Service Address	Filing #	Lot #	Builder	Tap Amt Paid	Meter Amt Paid	Check No.	Monthly Totals
73.	5/7/2021	3315	9823 Marble Canyon Way	Stonebridge 4	5	Covington Homes	\$18,000.00	\$625.00	Wire #210506188357	
74.	5/18/2021	3317	12839 Morning Creek Lane	Windingwalk 2	29	Reunion Homes	\$18,000.00	\$625.00	Wire #210518057003	
75.	5/19/2021	3316	12740 Enclave Scenic Drive	Stonebridge 4	66	Covington Homes	\$18,000.00	\$625.00	Wire #210518125617	
76.	5/21/2021	3318	9733 Winding Bend Lane	Windingwalk 2	17	Reunion Homes	\$18,000.00	\$625.00	Wire #210520098290	4 May

**Meridian Service Metropolitan District
Vendor Check Register Report
Interim Payments to Ratify**

Date	Invoice #	Vendor	Scheduled Payment Type	Payment Amount
5/20/2021	AAJ005878	All American Sports	ePayment	\$ 2,800.00
5/20/2021	18039	American Portable Services Inc.	ePayment	\$ 279.00
5/20/2021	85294	Aqueous Solution Inc.	Check	\$ 2,801.15
5/20/2021	1429931	Badger Meter	Check	\$ 9,500.00
5/20/2021	4233	BailOut Window Cleaning	Check	\$ 30.00
5/20/2021	05/13-06/12/21	CenturyLink - FP & LS	Check	\$ 337.08
5/20/2021	05/07-06/06/21	Comcast - MRRC	Check	\$ 325.08
5/20/2021	05/15-06/14/2021	Comcast - Office	Check	\$ 412.16
5/20/2021	04/09/21-05/05/21	CSU Colorado Springs Utilities	Check	\$ 2,017.89
5/20/2021	Acct 37064-Rivera	Customer Refunds	Check	\$ 186.09
5/20/2021	43021	El Paso County Public Health	Check	\$ 294.00
5/20/2021	9871110343	Grainger	Check	\$ 2,064.78
5/20/2021	9871484755	Grainger	Check	\$ 44.03
5/20/2021	9893873050	Grainger	Check	\$ 239.35
5/20/2021	21801	HelloSpoke	Check	\$ 932.89
5/20/2021	90010	Jan-Pro of Southern Colorado	Check	\$ 255.00
5/20/2021	03/21/21-04/20/21	John Deere Financial	Check	\$ 154.84
5/20/2021	35874303	Johnson Controls Security Solutions	Check	\$ 950.00
5/20/2021	INV16-21171	Morning Star Elevator, LLC	Vendor Direct	\$ 505.00
5/20/2021	431092	Mug-A-Bug Pest Control	Check	\$ 62.00
5/20/2021	431935	Mug-A-Bug Pest Control	Check	\$ 246.00
5/20/2021	04/01-05/01/21	MVEA	Check	\$ 58,452.97
5/20/2021	3666-117158	O'Reilly Automotive	Vendor Direct	\$ 19.99
5/20/2021	2607140-00	Rampart Supply Inc.	Vendor Direct	\$ 159.83
5/20/2021	8098710	TIAA Commercial Finance, Inc	ePayment	\$ 299.35
5/20/2021	184239	Treatment Technology	Check	\$ 1,025.00
5/20/2021	221040959	Utility Notification Center of Colorado	Check	\$ 572.88
5/20/2021	9879011534	Verizon Wireless	Check	\$ 249.78
5/20/2021	9878583553	Verizon Wireless	Check	\$ 308.52
5/20/2021	6666760-2528-9	Waste Management of Colorado Springs	Vendor Direct	\$ 229.68
5/20/2021	6666758-2528-3	Waste Management of Colorado Springs	Vendor Direct	\$ 112.27
5/20/2021	6666759-2528-1	Waste Management of Colorado Springs	Vendor Direct	\$ 132.83
6/7/2021	6/7/2021	Denver Auto Company	Check	\$ 27,025.00
Total Invoices 32			Total Payment Amount	\$ 113,024.44



MERIDIAN SERVICE METROPOLITAN DISTRICT
Water, Wastewater, Parks and Recreation
11886 Stapleton Dr, Falcon, CO 80831
719-495-6567, Fax 719-495-3349

DATE: May 20, 2021
TO: MSMD Board of Directors
RE: Finance Committee Report

On May 20, 2021 the Board's Finance Committee (Directors Gabrielski and Sauer) met with Jim Nikkel, General Manager. Following is a summary of the meeting:

- Discussion regarding how to proceed with the payment request from GTL for the 3rd Acquisition Winding Walk Payment. MSMD requested to hold off on payment of this until more is understood in regards to the Cherokee Arbitration payment obligation.
- The Finance Committee approved interim MSMD payments in the amount of \$85,999.44 and directed staff to put these on the Board's June agenda for ratification.

Submitted by:

Milton B. Gabrielski, Finance Committee Chair

June 9th, 2021 Recreation Board Report

Usage Numbers May 1, 2021 – May 31, 2021

Total Attendance – 9918

Group Ex – 814 participants. Of those we received \$434.00 from non-members

Childcare attendance - 287

Revenue collected - \$11,313.00

Pulse Check:

Visitations to the recreation center have increased in May. Schools let out and the younger age group has begun to fill up the facility. Summer hiring has gone well as we are prepared for the 8-10 week rush we experience in the summer.

Youth outdoor soccer is in full swing with over 140 participants. We are utilizing fairway heights park and practice Monday – Thursday and have games on Saturday. Youth baseball registration is open, and our plan is to use Windingwalk Park as we assume management of the park mid-June. Flag football will follow baseball for our next outdoor sport.

The outdoor pool opened on Saturday, May 29th with our summer kickoff Luau. We had 3 food trucks, a photo booth, an inflatable water slide, and carnival style games for the community. The luau went well from 11-3 and then we received over an inch of hail at 3:15pm. The outdoor heater has been performing well and maintaining water temperature throughout the inclement weather. The hail destroyed the 15-year-old white chairs at the outdoor pool and we have just ordered new weather proof chairs to replace the broken ones.

We have filled the recreation administrative manager position with Rachel Blamey from the MSMD main office. We are excited to have her on the recreation side and will be streamlining our admin processes.

Falcon Freedom Days fireworks contract has been executed and everything is on pace for a great fireworks show. Sponsor letters have been going out and we expect to raise a similar amount as we did in 2020.

We expect the next two months to be busy with general facility usage and we are prepared to handle the influx in usage.

MSMD Operations Report for May 2021

During the month of May, the district brought well site #5 on-line. A few lingering details are being sorted out with plans for well #5 to be in production in time for peak demand. LFH-1 well pull and replace is in the works with an expected four-to-six-week lead time. The well will be removed, video inspected, cleaned, and a new motor installed. The raw water bypass has been approved, contractor has been selected, and parts are on order. Chemical feed pumps and containers have been ordered. Water operations completed the monthly Bac-T sampling per CDPHE monitoring requirements. The Consumer Confidence Report has been completed with notice of its availability and a link to its website location included on the May customer invoices that went out June 1st. This is a change from the past that was instituted to save on the cost of mailing the report. Monthly water meter reads were collected on May 25th. Staff have also been busy installing new residential water meters and spending several hours completing water and sewer locates and entering the required response. New water service inspections and locate requests have increased which has also kept staff busy. The service truck and crane were used to repair a damaged hydrant and pull a submersible pump used to pump water from the creek to the golf course pond.

Parks and drainage had a couple more storms to work through with a major storm occurring over Memorial Day weekend. Weekly pond inspections were completed, removing trash, and clearing the drain as needed. Parks and Drainage staff are maintaining consistent contact with Oolganik regarding damaged irrigation repairs. Meridian Ranch irrigation is being pressured up slowly allowing crew to make repairs as they progress through the zones including repairing a booster pump at one of the community parks. Longview Park rehab continues with soil amendments and seeding completed. A few incidents of fence tampering have occurred but corrected quickly. Graffiti was removed under the Londonderry bridge near the rec center. A new part-time employee has started in a labor position bringing the total in Parks and Drainage to four people.

Staff performed weekly infiltration gallery inspections and recorded water level logging data. Monthly infiltration gallery flow rate inspections were delayed to the end of the month as crew battled a wetter month. Area #5 was in overflow throughout May.

Wastewater operations completed weekly composite sampling and drop off to Cherokee for testing. Weekly Hydrogen Sulfide (H₂S) and Total Dissolved Solids (TDS) samples were collected along with weekly sewer flow meter inspections. Bar screen replacement still on track for July. The sewer force main was tapped and ready for the next step in the new retractable flow meter installation. The sewer bypass line splitting manhole remaining items are pending the contractor availability. Sterling Ranch continues installing the sewer flow sampler and soon will be sending flow.

Upcoming or continued water tasks:

- Well #5 nearing initial startup first week in May (completed, pending final sampling)
- LFH-9 replacement (completed and pumping @ 85 gpm)
- Latigo, LFH-#2 onsite, and LFH-#2 Guthrie wells, completing level sensor install
- Monthly water sampling per state regulations
- Monthly meter reading (completed 5-25-21)

Upcoming or continued parks and drainage:

- Continue irrigation repairs/testing through winter (in progress)
- Annual backflow testing scheduled for June
- Charging mainline late April, early May
- 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 (line tapped, awaiting install)
- Lift station bar screen repair (parts ordered)
- Infiltration pit maintenance (pending weather, in progress)
- Infiltration pit logger installs (2) (pending weather, in progress)
- Begin recruitment for vacant wastewater position (in progress)

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”) is made and effective the 14th day of May, by and between MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and Applied Ingenuity, LLC. (“Contractor”) (the parties are referred to herein individually as a “Party,” and collectively as the “Parties”), to set forth the Parties’ mutual understandings and agreements.

WHEREAS, District desires to engage the services of Contractor in accordance with the terms and conditions of this Agreement; and

WHEREAS, Contractor is specially trained and possesses certain skills, experience, and competency to perform those services as hereinafter set forth, and Contractor is able and willing to provide such services under the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the compensation to be paid hereunder and the mutual agreements set forth herein, the Parties agree as follows:

1. PERFORMANCE OF SERVICES

District does hereby engage the Contractor to perform and provide the services hereinafter set forth, and Contractor does hereby agree to perform such services in accordance with the terms and conditions hereof. Contractor shall provide at its sole cost and expense all materials, equipment and personnel required to perform its services under and pursuant to this Agreement.

2. EXHIBITS TO AGREEMENT

The following exhibits are attached to and incorporated into this Agreement:

Exhibit A: Proposal

3. SCOPE OF SERVICES

Contractor shall provide those services described and set forth in the Specifications and Estimates section of Exhibit A in the manner and to the extent described in Exhibit A and this Agreement (the “Work”).

4. TERM OF AGREEMENT

The term of this Agreement shall begin on the effective date of this Agreement first set forth above and shall terminate on the earlier of the completion of the Work and the final payment therefore or July 30, 2020.

5. COMPENSATION; COMPLETION OF WORK

Agreement for Construction Services
Page 1

As compensation for the services to be performed by Contractor hereunder, District agrees to pay Contractor a total price of \$59,746.00 upon completion of the Work. Contractor shall submit an invoice for the services rendered and such invoice will be paid by the District within 30 days of its receipt. Contractor acknowledges that time is of the essence for the completion of the Work and the expected date of completion of the Work is July 30, 2021 ("Target Date").

6. COORDINATION WITH DISTRICT

District and Contractor shall each identify an individual who shall act as liaison with the other. Each such liaison shall be identified herein in writing, and each liaison shall have authority to receive information from the other Party, to make project- or Agreement-related decisions which do not require approval from the directors of the respective Parties and negotiate issues requiring immediate resolution.

Contractor: Applied Ingenuity
Name: Devin Cary
Cell Number: 303-907-7354
Email: dcary@applied-ingenuity.com

District: Meridian Service Metropolitan District
Name: Jim Nikkel, General Manager
Cell Number: (719) 495-6567
Email: j.nikkel@meridianservice.org

7. LIABILITY; INSURANCE

Contractor hereby assumes the entire responsibility and liability for any and all damage and injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property growing out of or resulting from the labor or material or both or occurring in connection with the performance of this Agreement and agrees to fully defend and indemnify the District and its directors, officers and employees against all claims made based upon any and all loss, expense (including legal fees and disbursements), damage, or injury growing out of, resulting from, or occurring in connection with Contractor's performance of the Agreement.

Contractor shall at all times during the term of this Agreement carry and maintain in full force at Contractor's expense insurance that meets or exceeds the insurance coverages shown below:

- A. Workers' Compensation Insurance as required by State of Colorado law.
- B. Comprehensive Commercial General Liability Insurance, with minimum coverage limits of liability of \$1,000,000 general aggregate and \$1,000,000 each occurrence
- C. Motor Vehicle Liability Insurance.

The District shall be added as an Additional Insured on the Contractor's Comprehensive Commercial General Liability policy. The Contractor's policy shall be primary to any other insurance policies held by the District or any other additional insured, and no other insurance of the District will be called on to contribute to a loss.

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by the subcontractor, which liability is not covered by the subcontractor's insurance.

Contractor shall, prior to commencement of Work, provide the District with certificates of insurance evidencing the policies listed above, which certificates shall state that the District is named as an additional insured for all general liability insurance and shall contain a statement that the policies certified shall not be cancelled nor materially modified without 10 days' prior written notice to the District.

8. STANDARD OF PERFORMANCE; WARRANTY

Contractor shall perform the Work in a good and workmanlike manner, consistent with or in excess of industry standards and in full compliance with all applicable laws and/or regulations, whether federal, state or local. Contractor shall not perform any Work hereunder unless all applicable regulations are met. Contractor shall keep the work premises and adjoining ways free of waste materials and rubbish caused by the work and remove such waste on termination of the Work.

Contractor guarantees the Work for a period of one year from the date of payment for the work performed. Neither the District's acceptance of the Work nor final payment shall relieve Contractor of responsibility for faulty materials or fault in the manner in which the work is performed, and, unless otherwise specified, Contractor shall remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of twelve (12) months from the date of final payment. These warranty commitments to remedy defective work shall not in any way preclude District from asserting claims against Contractor for work not completed in accordance with the requirements of this Agreement and discovered after conclusion of such twelve (12) month period.

9. INDEPENDENT CONTRACTOR

Contractor, for all purposes arising out of this Agreement, is an independent contractor and shall not be deemed an employee of District.

10. TERMINATION

District may, upon three days' notice, terminate this Agreement for the convenience of the District. If such termination occurs, Contractor shall be entitled to be compensated for all Work performed to the date of termination as well as for all materials acquired by Contractor and for which Contractor is legally and financially liable.

District shall have the right to terminate this Agreement after giving five (5) days written notice to Contractor in the event of any default by Contractor. In the event of such termination, District may take possession of any and all materials provided already for the Work and for which it has or will pay for, and may finish the Work by whatever method and means it may select.

It shall be considered a default by Contractor whenever Contractor shall:

- a. disregard or violate important provisions of the Agreement or instructions of the District's liaison, or fail to prosecute the Work according to the agreed-upon schedule of completion, including extensions thereof; and/or
- b. fail to provide a qualified representative, competent workmen or subcontractors, or proper materials for the Work, or fail to make prompt payment therefore.

Upon termination of this Agreement by District for default by Contractor, no further payments shall be due to Contractor.

11. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other Party by the Party giving such notice or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

Contractor: Applied Ingenuity
Name: Devin Cary
Address: 1031 E. 107th Place
Brighton, CO 80601

District: Meridian Service Metropolitan District
Address: c/o Jim Nikkel, General Manager
11886 Stapleton Drive
Falcon, CO 80831

12. WAIVER

The waiver of any breach, or alleged breach, of this Agreement by either Party hereto shall not constitute a continuing waiver of any subsequent breach by said Party of the same or any other provision of this Agreement.

13. ILLEGAL ALIENS

The Contractor 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 Contractor 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 Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Contractor hereby certifies that it does not knowingly employ or contract with an illegal alien. The Contractor 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 Contractor shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

The Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to: (a) notify the subcontractor and the District within three (3) days that Contractor 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 Contractor the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor 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 Contractor's breach of any of this Section, the Contractor shall be liable for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Contractor to the Colorado Secretary of State as required by law.

14. FORCE MAJEURE

Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control, including, but not limited to, failure or threat of failure of facilities or equipment; fire, lightning, flood, earthquake, volcanic activity, wind, drought, storm and other acts of the elements; court order and act, or failure to act, of civil, military or governmental authority; strike, lockout and other labor dispute; epidemic, riot, insurrection, sabotage, war and other civil disturbance or disobedience; labor or material shortage; and act or omission of any person or entity (other than such Party, its contractors or suppliers of any tier or anyone acting on behalf of such Party). Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to

perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party. Nothing contained in this Agreement shall be construed to require either Party to prevent or settle any strike, lockout or other labor dispute in which it may be involved. Notwithstanding the foregoing, nothing in this paragraph shall apply to any delay or failure by either Party to pay any amounts due and owing to the other Party pursuant to this Agreement.

15. ASSIGNMENTS

Contractor agrees that it shall not assign this Agreement, or any of the amounts due it, or to become due hereunder, nor sublet any portion of the Work without first obtaining written consent of the District. Any such assignment or sublet without the District's consent shall be void *ab initio*.

16. PROTECTION FROM LIENS

The District is a political subdivision of the State of Colorado and no lien rights against the District's property are permitted. Contractor shall keep the District's premises free from claims by any person, partnership, association of persons, company, or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or any subcontractor in or about the performance of the Work and shall furnish any documents requested by District evidencing compliance with this paragraph.

17. CONTRACTOR'S OBLIGATIONS

Contractor shall pay, at no expense to the District, all contributions, taxes or premiums which may be payable under Federal or State Unemployment Insurance Law or the Federal Social Security Act. The District is exempt from Sales and Use Taxes. It is Contractor's responsibility to obtain and use the sales tax exemption number of District. District shall not reimburse Contractor for sales or use taxes erroneously paid.

18. SAFETY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with any Work performed hereunder and shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

19. INDEMNIFICATION/HOLD HARMLESS

Contractor shall hold harmless and indemnify the District from and against any damages awarded against the District, or incurred by the District in defense of any claim (including reasonable attorneys' fees, costs or expert witness fees), related to the negligent or intentional wrongful conduct of Contractor or its officers, employees, agents and any sub-contractors.

20. BUDGET/APPROPRIATIONS/GOVERNMENTAL IMMUNITY

As the District is a public entity under Colorado law, any and all financial obligations hereunder are subject to annual budget and appropriation requirements. The District has appropriated the funds necessary for payment of the amount set forth in paragraph 5 above. No term or condition of this Agreement shall be construed or interpreted as a waiver by the District, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law.

21. ENTIRE AGREEMENT, AMENDMENT AND BINDING EFFECT

This Agreement contains the entire agreement between the Parties regarding the Work, and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both Parties hereto. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

22. ATTORNEY FEES

If any Party breaches this Agreement, the breaching Party shall pay all of the non-breaching Party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

23. GOVERNING LAW

The Parties agree that Colorado law shall apply to this agreement and that any dispute shall be tried and heard in the County of El Paso, State of Colorado.

24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, which when taken together, shall constitute one and the same original. Facsimile or electronic mail transmittals of this Agreement with the Parties' signature(s) shall be binding instruments, the same as originals.

25. THIRD PARTY BENEFICIARIES

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions hereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf

of the District and the Contractor shall be for the sole and exclusive benefit of the District or the Contractor. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

26. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CONTRACTOR:

Signature: Scott Martin

Name: Scott Martin

Its: President

MERIDIAN SERVICE METROPOLITAN DISTRICT

Signature: Milton B. Gabrielski

Name: Milton B. Gabrielski

Its: President, Board of Directors

14920 Harvest Rd.
Brighton, Colorado, 80603
Phone: (303) 289-2280
Fax: (303) 289-1026

.....
Applied Ingenuity, LLC.

Client: Meridian Service Metro District

From: Devin Cary
Applied Ingenuity, LLC

Project: Well LFH-1 Equipment

Thank you for the opportunity to provide pricing for improvements to the LFH-1 pumping system.

It was found on site that there is a short in the down hole cable or motor. The existing pump is not appropriately sized for existing well conditions and was operating at 67 Hz to meet the current TDH requirements.

We have included costs for new pumping equipment resized to more closely match current conditions.

Scope of Work

Equipment Removal:

- Mobilize to the site
- Pull the existing pumping equipment
- Inspect the equipment and provide repair recommendations

Equipment Removal Cost: \$5,820.00

Well Video:

- Mobilize to the site
- Perform a well video to an estimated depth of 2350 feet
- Provide a copy of the DVD and written log
- Provide well rehabilitation recommendations if necessary

Well Video Cost: \$2,487.00

New Equipment:

- 1- Submersible pump sized for 90 GPM at 2635' TDH
- 1- Submersible motor
- 1- Seal section
- 1- Motor lead
- 2- 4 ½" 8rd high pressure check valves
- 4520' - 2 runs ¼" nylon airline monitor tubing
- Splice kit, banding, and service supplies to complete the installation

Labor:

- Mobilize to the site
- Splice the new motor lead to the existing cable
- Install the pumping equipment
- Disinfect the well
- Provide start up services and installation records

New Equipment Installation Cost: \$59,746.00

Scheduling: Estimated at 5-6 weeks from receipt of order.

Thank you again for the opportunity.

Devin Cary
Project Manager
Applied Ingenuity, LLC.

Terms and Conditions of Purchase

Inherent Risks: There are inherent risks involved when performing well service or rehabilitation on any well. Some of these risks include damaged or collapsed well casing or screens and reduced or lost production from the well. Every attempt will be made to prevent these problems during this work, however Applied Ingenuity cannot be held responsible for well problems which arise as a result of this work due to existing well conditions or other factors beyond our control.

Freight: Freight costs have been included in this pricing.

Taxes: No Federal, State or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

Warranty: The warranty period on new equipment provided by Applied Ingenuity is one year from the date of shipment and covers defects in the equipment manufacturer's workmanship and materials. Failures caused by lightning or other acts of God, power surges, adverse well conditions, rapid cycling, operational or system issues, or other causes beyond the control of the manufacturers and/or Applied Ingenuity are not covered under this warranty. Applied Ingenuity cannot be held responsible for incidental or consequential damages including, but not limited to, water shortages, crop damage, or lack of fire protection which may result from premature equipment failures. This warranty covers materials and labor.

May 10, 2021

Page 2 of 3

Delays: *Applied Ingenuity* shall be liable for no penalty, charge or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

Payment: Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of 2% PER MONTH (24% PER ANNUM) shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

Conditional Proposal: The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

Bonding: The costs for performance Bonding have been included in the Purchase Order Agreement.

Attorney's Fees: In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorney's fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

Thank you for the opportunity to quote this project. If *Applied Ingenuity, LLC.* is selected for this work, please sign below, and return to *Applied Ingenuity, LLC.*

Accepted by: 

06/01/2021 Date



APPLING-01

TREESE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (COL) 111 S Tejon Street Colorado Springs, CO 80903	CONTACT NAME: Terri Reese	
	PHONE (A/C, No, Ext): (719) 884-0704	FAX (A/C, No):
E-MAIL ADDRESS: terri.reese@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : EMCASCO Insurance Co.		21407
INSURER B : Pinnacol Assurance Company		41190
INSURER C : Nautilus Insurance Company		17370
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Applied Ingenuity, LLC
 10301 E. 107th Place
 Brighton, CO 80601

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6X17261	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6X17261	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6X17261	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			4142675	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution / Environm			CPL2013379-18.	3/1/2021	3/1/2022	1,000,000 2,000,000

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

CERTIFICATE HOLDER

Meridian Service Metropolitan District
 11886 Stapleton Drive
 Peyton, CO 80831

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Terri Reese

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES ("Agreement") is made and effective the 14th day of May, 2021 by and between MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado ("District"), and Frazee Construction Co. ("Contractor") (the parties are referred to herein individually as a "Party," and collectively as the "Parties"), to set forth the Parties' mutual understandings and agreements.

WHEREAS, District desires to engage the services of Contractor in accordance with the terms and conditions of this Agreement; and

WHEREAS, Contractor is specially trained and possesses certain skills, experience, and competency to perform those services as hereinafter set forth, and Contractor is able and willing to provide such services under the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the compensation to be paid hereunder and the mutual agreements set forth herein, the Parties agree as follows:

1. PERFORMANCE OF SERVICES

District does hereby engage the Contractor to perform and provide the services hereinafter set forth, and Contractor does hereby agree to perform such services in accordance with the terms and conditions hereof. Contractor shall provide at its sole cost and expense all materials, equipment and personnel required to perform its services under and pursuant to this Agreement.

2. EXHIBITS TO AGREEMENT

The following exhibits are attached to and incorporated into this Agreement:

Exhibit A: Proposal

Exhibit B: Plan Set

3. SCOPE OF SERVICES

Contractor shall provide those services described and set forth in the Specifications and Estimates section of Exhibit A in the manner and to the extent described in Exhibit A and this Agreement (the "Work").

4. TERM OF AGREEMENT

The term of this Agreement shall begin on the effective date of this Agreement first set forth above and shall terminate on the earlier of the completion of the Work and the final payment therefore or August 31, 2021.

5. COMPENSATION; COMPLETION OF WORK

As compensation for the services to be performed by Contractor hereunder, District agrees to pay Contractor a total price of \$32,730.00 upon completion of the Work. Contractor shall submit an invoice for the services rendered and such invoice will be paid by the District within 30 days of its receipt. Contractor acknowledges that time is of the essence for the completion of the Work and the expected date of completion of the Work is June 15, 2021 (“Target Date”).

6. COORDINATION WITH DISTRICT

This date is acceptable pending the ability to get materials as previously discussed

District and Contractor shall each identify an individual who shall act as liaison with the other. Each such liaison shall be identified herein in writing, and each liaison shall have authority to receive information from the other Party, to make project- or Agreement-related decisions which do not require approval from the directors of the respective Parties and negotiate issues requiring immediate resolution.

Contractor: Frazee Construction Co.
Name: Cory Shultz
Cell Number: 719-492-6580
Email: cory@frazeeeco.com

District: Meridian Service Metropolitan District
Name: Jim Nikkel, General Manager
Cell Number: (719) 495-6567
Email: j.nikkel@meridianservice.org

7. LIABILITY; INSURANCE

Contractor hereby assumes the entire responsibility and liability for any and all damage and injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property growing out of or resulting from the labor or material or both or occurring in connection with the performance of this Agreement and agrees to fully defend and indemnify the District and its directors, officers and employees against all claims made based upon any and all loss, expense (including legal fees and disbursements), damage, or injury growing out of, resulting from, or occurring in connection with Contractor’s performance of the Agreement.

Contractor shall at all times during the term of this Agreement carry and maintain in full force at Contractor’s expense insurance that meets or exceeds the insurance coverages shown below:

- A. Workers’ Compensation Insurance as required by State of Colorado law.
- B. Comprehensive Commercial General Liability Insurance, with minimum coverage limits of liability of \$1,000,000 general aggregate and \$1,000,000 each occurrence
- C. Motor Vehicle Liability Insurance.

The District shall be added as an Additional Insured on the Contractor's Comprehensive Commercial General Liability policy. The Contractor's policy shall be primary to any other insurance policies held by the District or any other additional insured, and no other insurance of the District will be called on to contribute to a loss.

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by the subcontractor, which liability is not covered by the subcontractor's insurance.

Contractor shall, prior to commencement of Work, provide the District with certificates of insurance evidencing the policies listed above, which certificates shall state that the District is named as an additional insured for all general liability insurance and shall contain a statement that the policies certified shall not be cancelled nor materially modified without 10 days' prior written notice to the District.

8. STANDARD OF PERFORMANCE; WARRANTY

Contractor shall perform the Work in a good and workmanlike manner, consistent with or in excess of industry standards and in full compliance with all applicable laws and/or regulations, whether federal, state or local. Contractor shall not perform any Work hereunder unless all applicable regulations are met. Contractor shall keep the work premises and adjoining ways free of waste materials and rubbish caused by the work and remove such waste on termination of the Work.

Contractor guarantees the Work for a period of one year from the date of payment for the work performed. Neither the District's acceptance of the Work nor final payment shall relieve Contractor of responsibility for faulty materials or fault in the manner in which the work is performed, and, unless otherwise specified, Contractor shall remedy any defects due thereto, and pay for any damages resulting therefrom, which shall appear within a period of twelve (12) months from the date of final payment. These warranty commitments to remedy defective work shall not in any way preclude District from asserting claims against Contractor for work not completed in accordance with the requirements of this Agreement and discovered after conclusion of such twelve (12) month period.

9. INDEPENDENT CONTRACTOR

Contractor, for all purposes arising out of this Agreement, is an independent contractor and shall not be deemed an employee of District.

10. TERMINATION

District may, upon three days' notice, terminate this Agreement for the convenience of the District. If such termination occurs, Contractor shall be entitled to be compensated for all Work performed to the date of termination as well as for all materials acquired by Contractor and for which Contractor is legally and financially liable.

District shall have the right to terminate this Agreement after giving five (5) days written notice to Contractor in the event of any default by Contractor. In the event of such termination, District may take possession of any and all materials provided already for the Work and for which it has or will pay for, and may finish the Work by whatever method and means it may select.

It shall be considered a default by Contractor whenever Contractor shall:

- a. disregard or violate important provisions of the Agreement or instructions of the District's liaison, or fail to prosecute the Work according to the agreed-upon schedule of completion, including extensions thereof; and/or
- b. fail to provide a qualified representative, competent workmen or subcontractors, or proper materials for the Work, or fail to make prompt payment therefore.

Upon termination of this Agreement by District for default by Contractor, no further payments shall be due to Contractor.

11. NOTICE

Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other Party by the Party giving such notice or may be served by certified mail, postage prepaid, return receipt requested, to the following addresses:

Contractor: Frazee Construction Co.
Name: Cory Shultz
Address: 2875 E. Las Vegas St.
Colorado Springs, CO 80906

District: Meridian Service Metropolitan District
Address: c/o Jim Nikkel, General Manager
11886 Stapleton Drive
Falcon, CO 80831

12. WAIVER

The waiver of any breach, or alleged breach, of this Agreement by either Party hereto shall not constitute a continuing waiver of any subsequent breach by said Party of the same or any other provision of this Agreement.

13. ILLEGAL ALIENS

The Contractor 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 Contractor 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 Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Contractor hereby certifies that it does not knowingly employ or contract with an illegal alien. The Contractor 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 Contractor shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

The Contractor 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 Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to: (a) notify the subcontractor and the District within three (3) days that Contractor 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 Contractor the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor 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 Contractor's breach of any of this Section, the Contractor shall be liable for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Contractor to the Colorado Secretary of State as required by law.

14. FORCE MAJEURE

Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party's reasonable control, including, but not limited to, failure or threat of failure of facilities or equipment; fire, lightning, flood, earthquake, volcanic activity, wind, drought, storm and other acts of the elements; court order and act, or failure to act, of civil, military or governmental authority; strike, lockout and other labor dispute; epidemic, riot, insurrection, sabotage, war and other civil disturbance or disobedience; labor or material shortage; and act or omission of any person or entity (other than such Party, its contractors or suppliers of any tier or anyone acting on behalf of such Party). Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however,

that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party. Nothing contained in this Agreement shall be construed to require either Party to prevent or settle any strike, lockout or other labor dispute in which it may be involved. Notwithstanding the foregoing, nothing in this paragraph shall apply to any delay or failure by either Party to pay any amounts due and owing to the other Party pursuant to this Agreement.

15. ASSIGNMENTS

Contractor agrees that it shall not assign this Agreement, or any of the amounts due it, or to become due hereunder, nor sublet any portion of the Work without first obtaining written consent of the District. Any such assignment or sublet without the District's consent shall be void *ab initio*.

16. PROTECTION FROM LIENS

The District is a political subdivision of the State of Colorado and no lien rights against the District's property are permitted. Contractor shall keep the District's premises free from claims by any person, partnership, association of persons, company, or corporation that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or any subcontractor in or about the performance of the Work and shall furnish any documents requested by District evidencing compliance with this paragraph.

17. CONTRACTOR'S OBLIGATIONS

Contractor shall pay, at no expense to the District, all contributions, taxes or premiums which may be payable under Federal or State Unemployment Insurance Law or the Federal Social Security Act. The District is exempt from Sales and Use Taxes. It is Contractor's responsibility to obtain and use the sales tax exemption number of District. District shall not reimburse Contractor for sales or use taxes erroneously paid.

18. SAFETY

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with any Work performed hereunder and shall comply with all applicable laws, ordinances, rules and regulations and orders of any public body having jurisdiction for the safety or persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

19. INDEMNIFICATION/HOLD HARMLESS

Contractor shall hold harmless and indemnify the District from and against any damages awarded against the District, or incurred by the District in defense of any claim (including reasonable

attorneys' fees, costs or expert witness fees), related to the negligent or intentional wrongful conduct of Contractor or its officers, employees, agents and any sub-contractors.

20. BUDGET/APPROPRIATIONS/GOVERNMENTAL IMMUNITY

As the District is a public entity under Colorado law, any and all financial obligations hereunder are subject to annual budget and appropriation requirements. The District has appropriated the funds necessary for payment of the amount set forth in paragraph 5 above. No term or condition of this Agreement shall be construed or interpreted as a waiver by the District, express or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or under any other law.

21. ENTIRE AGREEMENT, AMENDMENT AND BINDING EFFECT

This Agreement contains the entire agreement between the Parties regarding the Work, and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both Parties hereto. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

22. ATTORNEY FEES

If any Party breaches this Agreement, the breaching Party shall pay all of the non-breaching Party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

23. GOVERNING LAW

The Parties agree that Colorado law shall apply to this agreement and that any dispute shall be tried and heard in the County of El Paso, State of Colorado.

24. COUNTERPARTS

This Agreement may be executed in one or more counterparts, which when taken together, shall constitute one and the same original. Facsimile or electronic mail transmittals of this Agreement with the Parties' signature(s) shall be binding instruments, the same as originals.

25. THIRD PARTY BENEFICIARIES

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the District and the Contractor any right, remedy, or

claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions hereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Contractor shall be for the sole and exclusive benefit of the District or the Contractor. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

26. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

.IN WITNESS THEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

CONTRACTOR:

Signature: Cory D. Shultz Digitally signed by Cory D. Shultz
DN: c=US, E=cory@frazee.com, O=Frazee Construction
Co., OU=VP of Operations, CN=Cory D. Shultz
Date: 2021.05.19 14:09:51-0507

Name: Cory D. Shultz

Its: VP of Operations

MERIDIAN SERVICE METROPOLITAN DISTRICT

Signature: 

Name: Milton B. Gabrielski

Its: President, Board of Directors

Exhibit A

Proposal

FRAZEE CONSTRUCTION CO.

Job Code: 21MSMDFPBP

Description: MSMD FILTER PLANT BYPASS

Description Subtotal Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
MOBILIZATION		1.00	LS	3,100.00	3,100.00
CONNECTION TO EXISTING WATER W/12X8 TAPPING TEE		1.00	EA	5,045.00	5,045.00
8" PVC WATER		48.00	LF	80.00	3,840.00
8" BEND		3.00	EA	770.00	2,310.00
FLUSHING HYDRANT ASSEMBLY		1.00	EA	5,500.00	5,500.00
8" GATEVALVE W/BOX		1.00	EA	1,750.00	1,750.00
12"X8" TEE		1.00	EA	1,100.00	1,100.00
12" GATE VALVE W/BOX		1.00	EA	3,100.00	3,100.00
METER PIT		1.00	EA	6,985.00	6,985.00
				Subtotal:	32,730.00
GRAND TOTAL:					32,730.00

Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description					

Proposal Certification

Owner or GC to provide:

- Survey (including center line, cut/fill, property pins, as-built etc)
- Tree Clearing, Clearing and Grubbing, etc
- Materials/ Compaction Testing
- Re-Location of Existing Utilities if required (Gas Mains, Power Poles, Electric/Fiber, etc.) Trenching price can be provided if necessary for dry utility relocations
- Payment of all development related fees (SWPP permit, hazardous water permit/testing, state and local de-watering permits etc.)
- Import to balance backfill operations, will be paid for on a Unit basis
- We will meet or exceed all compaction standards, once that is complete we take no responsibility for pumping soils, or failed asphalt.
- Frazee will not be responsible for damage to unknown/non located utilities including any and all private utility lines.
- Proposal does not include the removal of any existing utilities. That work to be performed by others and coordinated by GC/Owner
- All utility crossings not specifically demonstrated on the plan set are not included in the proposal. All additional crossings will be invoiced at \$285 per utility crossing
- Anything not specifically included in the proposal is excluded and will be invoiced on a T&M basis

The following will be paid for on a negotiated or unit price basis:

- Removal/ Disposal of Excavated Trash, existing structures, or material to balance the site
- Overtime work/night work
- Frost Excavation over 12" deep
- Rock excavation (when soil cannot be excavated by a 100,000 lb. machine with tiger teeth cannot dig full buckets in a single pass) Rock will be billed at \$295/Hour and \$1,020.00/Set of Rock Teeth
- Boulder removal is when a 100,000 lb. excavator cannot fit the boulder in the bucket, or when splitting/blasting is required. Grizzly or separation of usable material from boulders, trash or debris
- De-watering and stabilization, rock excavation, wet powder blasting, or blasting of any type
- If a meter pit (domestic or irrigation) is quoted it does not include the meter or backflow unit.

Notes:

- Bonds ARE NOT included
- Prices DO NOT Include Davis Bacon Wages and Buy American
- Final pricing will be based on actual number of units installed (please adjust units as you see necessary)
- All inspector overtime will be paid by owner/GC
- All payments are due 10 days following the receipt of our billing or a late penalty will be assessed
- Absolutely NO erosion control or Erosion Control Device install is included
- Anything that is not specifically itemized within the estimate is excluded.
- Stabilization will be billed per/ton installed at a rate of \$41/ton
- If import bedding becomes required due to unacceptable or unusable site materials it will be paid at \$28.00/Ton
- Rock Excavation Standard hourly rate is \$295.00/hour and \$1,020.00/Set of Rock Teeth
- Inlet Aprons ARE NOT included on any inlet. If needed they will be provided at \$65/LF

This proposal will be part of any contract, and is a UNIT PRICE PROPOSAL meaning all work completed will be billed at the proposed unit price.

Frazee Construction Co. is a family owned Small Business, serving Colorado for 70 years!


Submitted By: Frazee Construction Co

Bobby Frazee

PROPOSAL ACCEPTED BY

Signed:

Title:



 MSMO President

MERIDIAN SERVICE METROPOLITAN DISTRICT LATIGO LFH-1, LFH-7, AND LFH-8 FILTER PLANT BYPASS FALCON, COLORADO APRIL 2021

LEGEND

EX PROPERTY LINE	PP SANITARY SEWER LINE
EX RIGHT-OF-WAY	PP WATER LINE ALIGNMENT
EX FENCE	PP WATER METER & SERVICE
EX WATER LINE	PP CONTOURS-MAJOR
EX SANITARY SEWER LINE	PP CONTOURS-MINOR
EX O.H. ELECTRIC	PP FENCE
EX U.G. ELECTRIC LINE	PP U.C. ELECTRIC LINE
EX U.G. GAS LINE	PP U.C. ELECTRIC CONTROL
EX U.G. TELEPHONE LINE	PP EROSION CONTROL
EX U.G. CABLE LINE	PP EROSION CONTROL
EX CONTOURS-MAJOR	PP EROSION CONTROL
EX CONTOURS-MINOR	PP EROSION CONTROL
EX FIRE HYDRANT	PP FIRE HYDRANT
EX WATER VALVE	PP WATER LINE FITTING
EX WATER MANHOLE	PP WATER VALVE
EX SANITARY SEWER MANHOLE	PP WELL
EX TELEPHONE MANHOLE	PP SPOT ELEVATION
EX STORM SEWER MANHOLE	
EX GAS METER	
EX LIGHT POLE	
EX UTILITY POLE	
EX OVERHANGING LIGHT POLE	
EX SIGN	
EX VEGETATION (SIZE VARIES)	

SHEET INDEX

SHEET NUMBER	DESCRIPTION
GENERAL	COVER SHEET
C1	GENERAL NOTES
C2	VICINITY MAP
C3	PIPELINE PLAN & PROFILE
C4	CIVIL DETAILS

PARTICIPANTS

OWNER
MERCADIAN SERVICE METROPOLITAN DISTRICT
11800 STAPLETT DRIVE
FALCON, CO 80831
CONTACT: DAVID PELSNER
PHONE: (719) 493-6587

CONSULTING/DESIGN ENGINEER
JDS-HYDRO CONSULTANTS, INC.
5540 TECH CENTER DR, STE 100
COLORADO SPRINGS, CO 80918
CONTACT: MARK VOLLE, P.E.
PHONE: (719) 227-0072

SIGNATURE BLOCKS

DESIGN APPROVALS
MERCADIAN SERVICE METROPOLITAN DISTRICT RECOGNIZES THE DESIGN ENGINEER AS HAVING RESPONSIBILITY FOR THE DESIGN, MERCADIAN SERVICE METROPOLITAN DISTRICT HAS LIMITED ITS SCOPE OF REVIEW ACCORDINGLY.

MERCADIAN SERVICE METROPOLITAN DISTRICT DESIGN APPROVAL

DATE: _____

BY: _____

IN CASE OF ERRORS OR QUESTIONS WITH THE WATER DESIGN AS SHOWN ON THIS DOCUMENT, THE STANDARDS AS APPLICABLE SHALL BE THE DESIGN STANDARDS FOR INSTALLATION OF WATER MAINS AND SERVICES SHALL RULE. APPROVAL EXPRESS 180 DAYS FROM DESIGN APPROVAL.

ENGINEER'S STATEMENT:

THESE DETAILED PLANS AND SPECIFICATIONS WERE PREPARED UNDER MY DIRECTION AND SUPERVISION, SAID DETAILS AND SPECIFICATIONS HAVING BEEN PREPARED ACCORDING TO THE CRITERIA ESTABLISHED BY THE APPLICABLE COVERING AGENCIES.

MARK VOLLE, P.E., F.A.S.E.
JDS-HYDRO CONSULTANTS, INC.
DATE: _____
PROJECT NO. 131130

FOR PERMIT



VICINITY MAP
N.T.S.

PRE-EXCAVATION CHECKLIST

- Call and Other Utility Lines Shown on Construction Plans
- Utility Notification Center of Colorado (UNCC)-Call at Least Two (2) Business Days Ahead-1-800-922-1887
- Utilities Located & Marked on the Ground
- Employees Briefed on Marking and Color Code*
- Employees Trained on Excavation and Safety Procedures for Natural Gas Lines
- When Excavation Approaches Gas Lines, Employees Must Express Lines by Careful Probing and Hand Digging

COLOR CODE FOR MARKING UNDERGROUND UTILITY LINES

WHITE	POWERS
MAGENTA	METROPLAN EARLY
RED	1157/1162
YELLOW	SALVATION
ORANGE	COMM-FLEXION
BLUE	POWERS
GREEN	PAUL SELLER

COLORADO 811
Annual Call Before You Dig 811 or 800-448-2448

THE PARTIES RESPONSIBLE FOR THIS PLAN HAVE FAMILIARIZED THEMSELVES WITH THE CITY OF FALCON DESIGN CRITERIA AND SPECIFICATIONS AND THE PROVIDED PLAN SET CONTAINS ALL ELEMENTS REQUIRED BY THE APPLICABLE CITY DESIGN STANDARDS OF FALCON, COLORADO. APPROVAL OF THIS PLAN BY THE CITY OF FALCON DOES NOT CONSTITUTE AN ENDORSEMENT OF THE PROJECT OR ANY OTHER FEDERAL, OR STATE AGENCIES WITH THE AID OF ANY OTHER AGENCIES. THE CITY OF FALCON DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF THE INFORMATION OR CONDITIONS ENACTED OR PROMULGATED UNDER OR WITH RESPECT TO SUCH LINES.

JDS-HYDRO CONSULTANTS, INC.
5540 TECH CENTER DR., SUITE 100
COLORADO SPRINGS, COLORADO 80918
(719) 227-0072

DESIGNER'S RESPONSIBILITY: THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND RECORD THEM IN THE FIELD. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND RECORD THEM IN THE FIELD. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND RECORD THEM IN THE FIELD.

5440 TECH CENTER DR., SUITE 100
 COLORADO SPRINGS, COLORADO 80919
 (719) 277-0072
IDS-HYDRO
 CONSULTANTS, INC.

VICINITY MAP

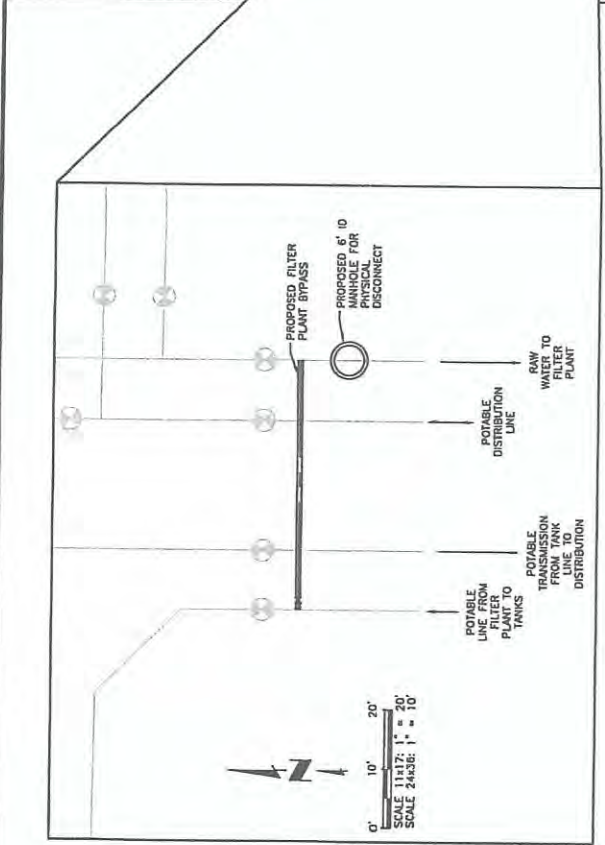
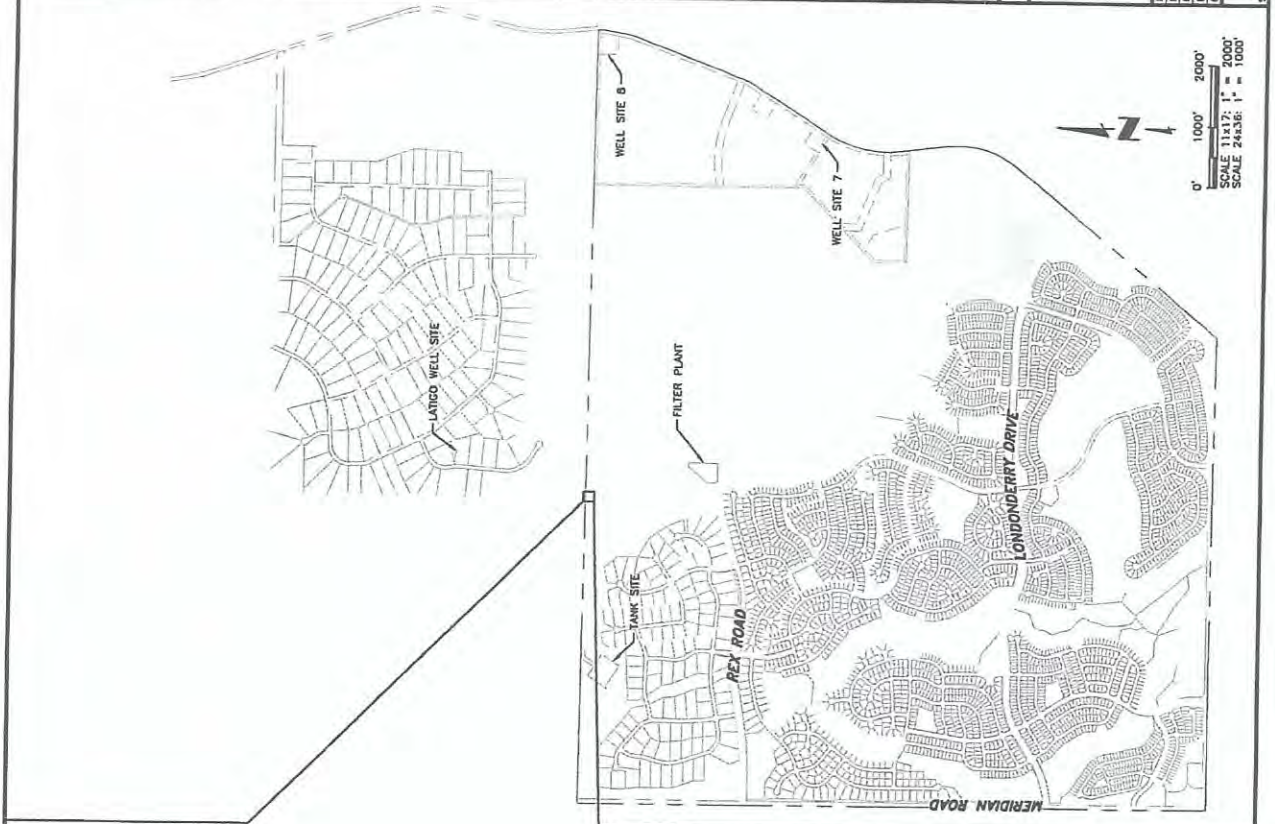
MERIDIAN SERVICE METROPOLITAN DISTRICT
 LATIGO LFH-1, LFH-7, AND LFH-8 FILTER PLANT BYPASS

NO.	DESCRIPTION	BY	APP.	DATE

FOR PERMIT

Project No.: 151310
 Date: 09/27/21
 Design: RTV
 Drawn: SBC
 Check: RTV

C1
 SHEET 3 OF 4



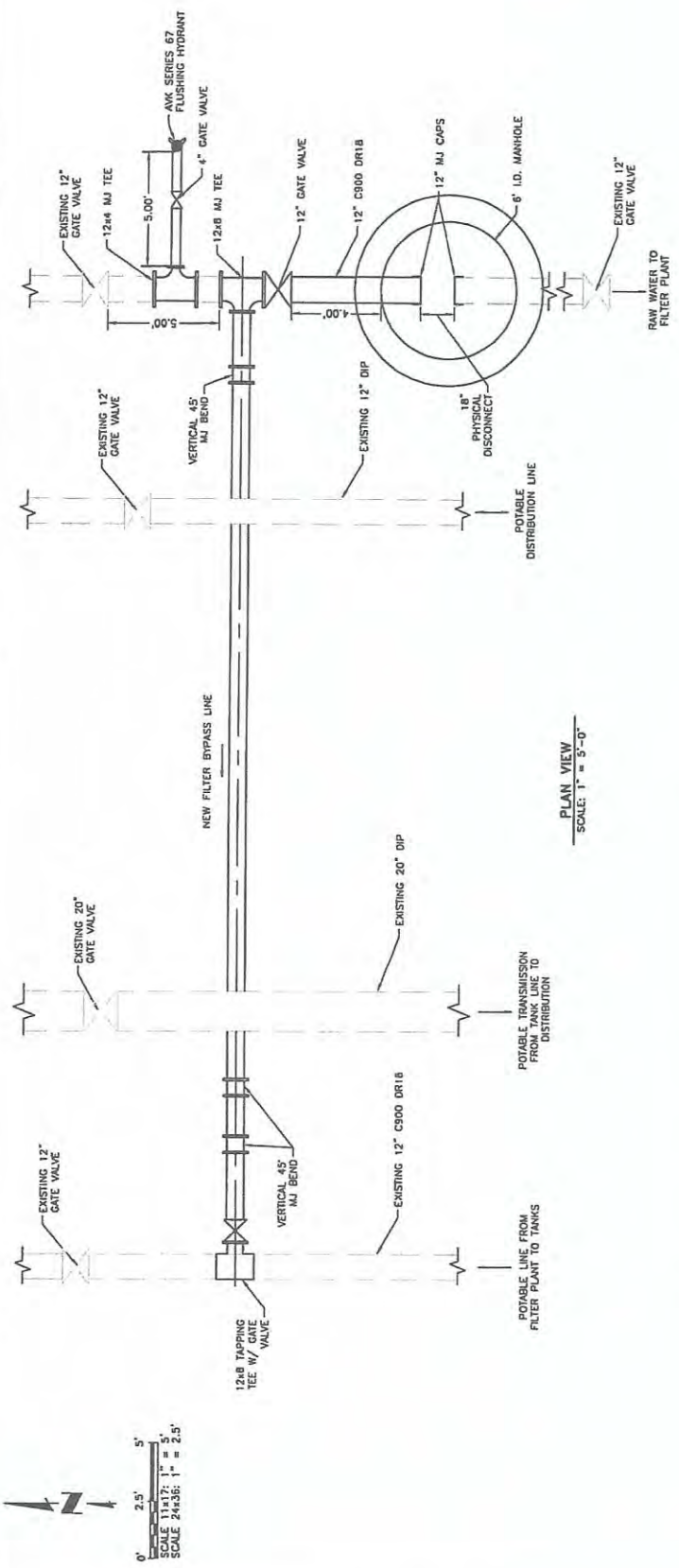
- GENERAL NOTES:**
1. THE CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARDS, PERMITS, BONDS, ETC. WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
 2. LOCATIONS AND ELEVATIONS OF EXISTING IMPROVEMENTS TO BE MET (OR AVOIDED) BY WORK TO BE DONE SHALL BE CONFIRMED BY THE CONTRACTOR THROUGH FIELD EXPLORATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPORT TO THE ENGINEER ANY DISCREPANCIES BETWEEN HIS MEASUREMENTS AND THESE PLANS.
 3. ANY CONSTRUCTION DEBRIS OR MUD DROPPED INTO MANHOLES, INLETS, PIPES OR TRACKED ONTO EXISTING ROADWAYS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR. THE CONTRACTOR SHALL REPAIR ANY EXCAVATIONS OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION. THE CONTRACTOR SHALL PROPERLY BARRICADE THE CONSTRUCTION SITE UNTIL CONSTRUCTION IS COMPLETE.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NOT OBTAINED BY THE OWNER OR OWNER'S REPRESENTATIVES AND PAY ALL FEES AS REQUIRED BY THE CONSTRUCTION COVERED IN THESE PLANS.
 5. ALL WORK AND MATERIALS WILL BE SUBJECT TO INSPECTION AND APPROVAL BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
 6. ALL ESTIMATES OF QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR AND SUBCONTRACTORS SHALL BE RESPONSIBLE FOR DETERMINING ALL QUANTITIES. CONTRACTOR SHALL PROVIDE ALL WORK AND MATERIALS AS SHOWN ON THESE PLANS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY OF HIS OWN PERSONNEL, ALL VISITORS TO THE SITE, AND THE GENERAL PUBLIC INCLUDING, BUT NOT LIMITED TO, TRENCH EXCAVATION AND SHORINGS, TRAFFIC CONTROL, AND SECURITY NOT LIMITED TO NORMAL WORKING HOURS.
 8. CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ALL SITE IMPROVEMENTS (INCLUDING BUT NOT LIMITED TO: UTILITIES, STRUCTURES, PAVING, LANDSCAPING, ETC.) SUCH THAT NO DAMAGE IS DONE TO EXISTING UTILITIES (INCLUDING PAVEMENT). SITE IMPROVEMENTS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED, TO EQUAL OR BETTER CONDITION, TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.
 9. IF DURING THE CONSTRUCTION PROCESS, CONDITIONS ARE ENCOUNTERED WHICH COULD INDICATE THAT A PRIOR UNDETERMINED SITUATION IS PRESENT, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
 10. THE CONTRACTOR SHALL REMOVE ALL DEBRIS RESULTING FROM WORK UNDER THIS CONTRACT TO AN APPROVED DUMP SITE.
 11. USE ONLY DIMENSIONS PROVIDED ON THESE PLANS. DO NOT SCALE DRAWINGS. INFORM ENGINEER OF ANY DISCREPANCIES AND/OR MISSING INFORMATION.
 12. CONTRACTOR TO OBTAIN DRAINAGE PERMIT, IF REQUIRED, FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE) PRIOR TO COMMENCING WORK. DISCHARGES SHALL BE MONITORED ACCORDING TO THE CONDITIONS OF THE CDPHE PERMIT.
 13. CONTRACTOR TO OBTAIN AND READ THE GEOTECHNICAL ENGINEERING STUDY PREPARED FOR THIS PROJECT. IN CASE OF ANY CONFLICT WITH THESE PLANS AND SITEWORK SPECIFICATIONS REGARDING PAVING AND EARTHWORK, CONTACT ENGINEER IMMEDIATELY. ALL PAVING AND EARTH WORK SHALL CONFORM TO THE RECOMMENDATIONS OF THIS REPORT.
 14. STREET NAME SIGNS TO BE MOUNTED ON TOP OF STOP SIGNS AT LOCATIONS SHOWN ON PLANS.
 15. ALL ROADS IN THIS PLANS EXCEPT LAMBERT ROAD AND RAINBOW BRIDGE DRIVE ARE CLASSIFIED AS RESIDENTIAL URBAN LOCAL AND HAVE A DESIGN AND POSTED SPEED OF 25 MPH. LAMBERT ROAD AND RAINBOW BRIDGE DRIVE AS A DESIGN AND POSTED SPEED OF 40 MPH AND A POSTED SPEED OF 35 MPH. RAINBOW BRIDGE DRIVE IS CLASSIFIED AS AN URBAN RESIDENTIAL COLLECTOR, HAS A DESIGN SPEED OF 40 MPH AND A POSTED SPEED OF 35 MPH.
 16. ALL STORM DRAIN PIPE SHALL BE CLASS III RCP AND MEET ASTM C443 WATER TIGHT STANDARDS UNLESS OTHERWISE NOTED AND APPROVED BY PCO.

NO.	DESCRIPTION	BY	APP.	DATE
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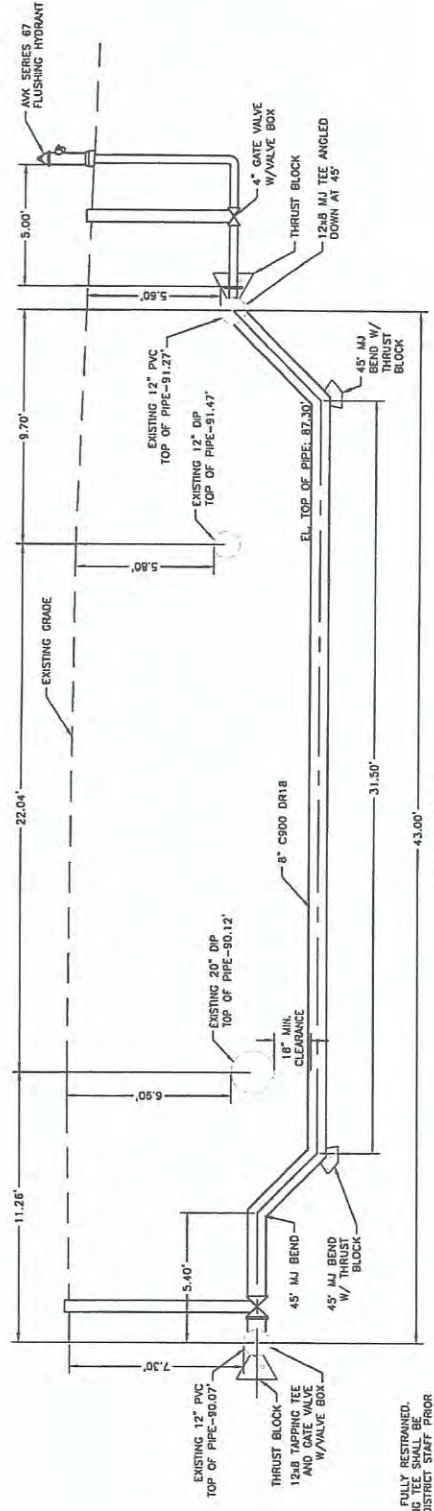
FOR PERMIT

PROJECT NO.: 131.50
 DATE: 07/27/21
 DRAWN BY: SSG
 CHECKED BY: JUV

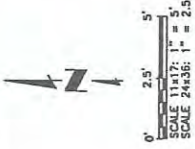
C2
 SHEET 3 OF 4



PLAN VIEW
 SCALE: 1" = 5'-0"

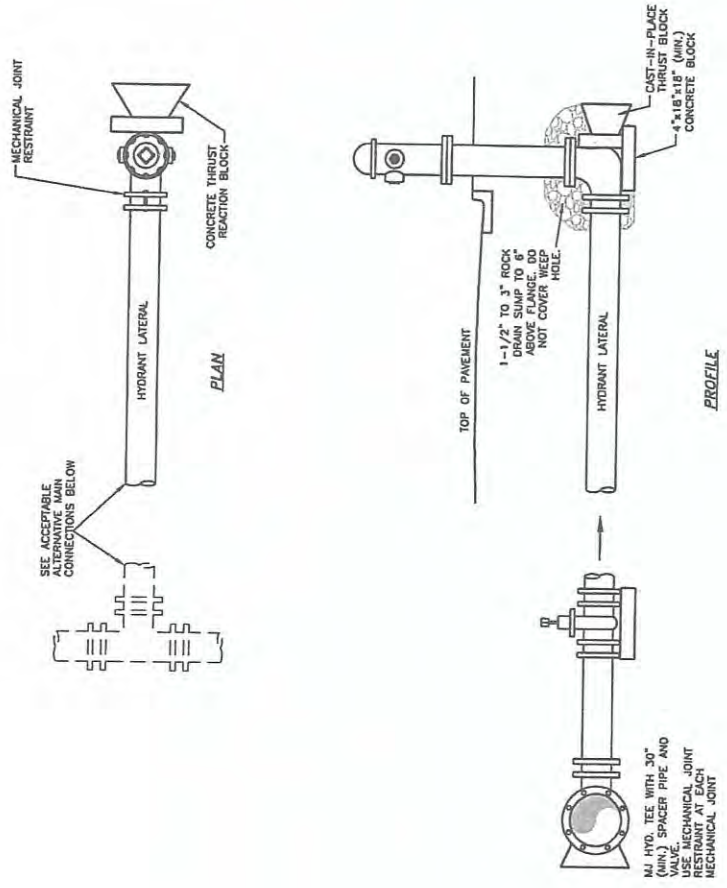


PROFILE VIEW
 SCALE: 1" = 5'-0"

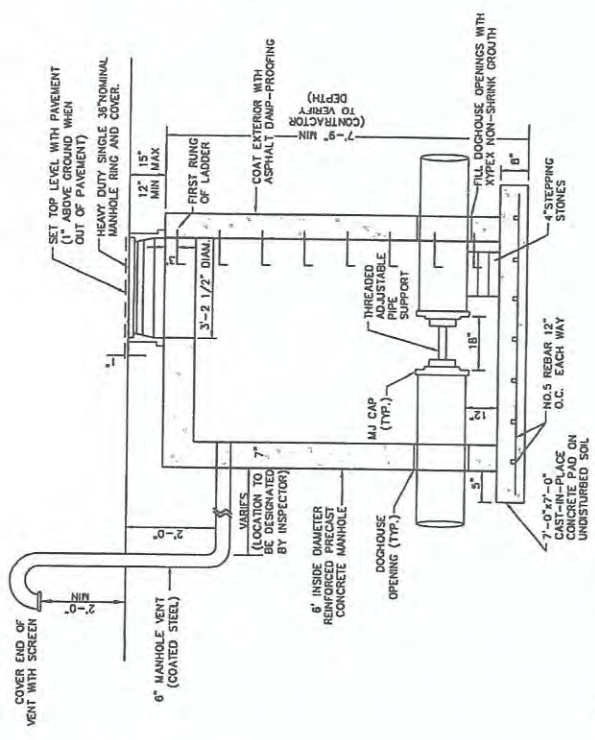


- NOTES:**
1. ALL PIPE SHALL BE FULLY RESTRAINED.
 2. ALL VALVES SHALL BE FIELD VERIFIED BY DISTRICT STAFF PRIOR TO INSTALLATION.
 3. ALL VALVES TO BE RIGHT-OPEN.

NO.	DESCRIPTION	BY	APP.	DATE



B FIRE HYDRANT DETAIL
 C3 SCALE: N.T.S.



- NOTES**
1. ALL CONCRETE WORK SHALL COMPLY WITH LATEST ACI 308.1-11.
 2. ALL SUPPORT MATERIALS SHALL BE GIVEN 2 COATS OF RUST INHIBITIVE PAINT.
 3. ALL LADDER RUNGS MUST LINE UP BOTH HORIZONTALLY AND VERTICALLY.

A PHYSICAL DISCONNECT
 C3 SCALE: N.T.S.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2021

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCI 155 Inverness Drive West Englewood CO 80112 License#: 45339 FRAZCON-01	CONTACT NAME: Shawn Richards PHONE (A/C, No, Ext): 720-212-2061 FAX (A/C, No): 720-212-2061 E-MAIL ADDRESS: Denese.Brooks@thinkccig.com <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : BITCO General Insurance Corpor</td> <td style="text-align: center;">20095</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C : Indian Harbor Ins Co</td> <td style="text-align: center;">36940</td> </tr> <tr> <td>INSURER D : Continental Casualty Co</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : BITCO General Insurance Corpor	20095	INSURER B : Pinnacol Assurance	41190	INSURER C : Indian Harbor Ins Co	36940	INSURER D : Continental Casualty Co	20443	INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 9989497 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CLP3705249	5/1/2021	5/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAP3705250	5/1/2021	5/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4054830	5/1/2021	5/1/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
C	Pollution Liability			PEC0058927	5/1/2021	5/1/2022	Deductible \$10,000 \$2,000,000														
C	Professional Liability			PEC0058927	5/1/2021	5/1/2022	Deductible \$10,000 \$1,000,000														
D	Leased and Rented Equipment			6057084351	5/1/2021	5/1/2022	Deductible \$1,000 \$1,000,000														

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

Stored Materials Limit \$500,000
 RE: MSMD Filter Plant Bypass - Job Code: 21MSMDFBPB
 As required by written contract or written agreement, Meridian Service Metropolitan District and Owner included as Additional Insured under General Liability for ongoing and completed operations on a primary and non-contributory basis and as Additional Insured under Automobile Liability. As required by written contract or written agreement, Waivers of Subrogation in favor of Meridian Service Metropolitan District apply to General Liability, Automobile Liability and Workers' Compensation. Umbrella coverage is Follow Form to General Liability, Automobile Liability and Workers' Compensation.

CERTIFICATE HOLDER

CANCELLATION

Meridian Service Metropolitan District c/o Jim Nikkel, General Manager 11886 Stapleton Drive Peyton CO 80831 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- A. Partnership and Joint Venture Extension
- B. Contractors Automatic Additional Insured Coverage – Ongoing Operations
- C. Automatic Waiver of Subrogation
- D. Extended Notice of Cancellation, Nonrenewal
- E. Unintentional Failure to Disclose Hazards
- F. Broadened Mobile Equipment
- G. Personal and Advertising Injury - Contractual Coverage
- H. Nonemployment Discrimination
- I. Liquor Liability
- J. Broadened Conditions
- K. Automatic Additional Insureds – Equipment Leases
- L. Insured Contract Extension - Railroad Property and Construction Contracts
- M. Construction Project General Aggregate Limits
- N. Fellow Employee Coverage
- O. Care, Custody or Control
- P. Electronic Data Liability Coverage
- Q. Consolidated Insurance Program Residual Liability Coverage
- R. Automatic Additional Insureds – Managers or Lessors of Premises
- S. Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations
- T. Contractors Automatic Additional Insured Coverage – Completed Operations
- U. Additional Insured – Engineers, Architects or Surveyors

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item 9. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in a. above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in 9. a. above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion **2e.** of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item 2. Exclusions of SECTION I, COVERAGE B , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of SECTION I, COVERAGE A , is deleted.

J. BROADENED CONDITIONS

Items 2.a. and 2.b. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS , are deleted and replaced with the following:

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

- a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
 - (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item 2.e. is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS :

- 2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs 2.a., 2.b., and 2.c. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
 1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

- B. For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2.e. Employers Liability of **SECTION I, COVERAGE A**, is deleted and replaced with the following:

2.e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2.a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

- 2.a. (1)(a)** To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

O. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A is deleted and replaced with the following:

- 2.j.4** Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;
- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
 - (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
 - (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
 - (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
 - (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion 2.p. of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph 2. EXCLUSIONS of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to Section V – DEFINITIONS :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

S. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
2. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

- | | |
|---|--|
| 1 - Broad Form Named Insured | 11 - Bodily Injury Extension |
| 2 - Automatic Waiver of Subrogation | 12 - Hired Auto Physical Damage |
| 3 - Automatic Additional Insured | 13 - Enhanced Supplementary Payments |
| 4 - Primary and Noncontributory - Other Insurance Condition | 14 - Fellow Employee Coverage for Designated Positions |
| 5 - Unintentional Failure to Disclose Hazards | 15 - Physical Damage – Transportation Expenses |
| 6 - Extended Notice of Cancellation, Non-Renewal | 16 - Rental Reimbursement Coverage |
| 7 - When We Do Not Renew | 17 - Loan/Lease Gap Coverage |
| 8 - Notice of Knowledge of Accident or Loss | 18 - Accidental Air Bag Discharge Coverage |
| 9 - Employees as Insured | 19 - Glass Repair – Waiver of Deductible |
| 10 - Employee Hired Autos | |

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph d. is added:

- d. Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. AUTOMATIC ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

5. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. WHEN WE DO NOT RENEW

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.:**

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. Duties in the Event of Accident, Claim Suit or Loss:

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

The following is added to the **Section II - Covered Autos Liability Coverage**, Paragraph A.1. **Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph 5.f. of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- 1. Any covered "auto" you lease, hire, rent or borrow, and
- 2. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS , Paragraph C. is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph c. is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

- (1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic laws violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion** contained in **Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

- (1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or
 - (c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph d. is added.

- d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:
 1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
 2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 30 days.
 - (c) Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred; or
 - (2) \$50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed \$2,500 for any one vehicle or \$25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.

NCCI #: WC000313B
Policy #: 4054830

Fraze Construction Co
2875 E Las Vegas St
Colorado Springs, CO 80906

CCIG
155 Inverness Drive West
Englewood, CO 80112
(303) 799-0110

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: April 20, 2021 Expires on: May 1, 2022
Pinnacol Assurance has issued this endorsement April 20, 2021



Western Enterprises, Inc.

(Performance at Montreal International Fireworks Competition 2016)

Pyrotechnic Production Proposal

**Meridian Ranch
Falcon, Colorado
July 4, 2021**

**Attn: Mr. Ryan Kozlowski
MERIDIAN RANCH METROPOLITAN DISTRICT**

Creating the Spectrum of Pyrotechnic Production Excellence



May 17, 2021

Mr. Ryan Kozlowski,
Recreation Operations Manager
Falcon Freedom Days
Meridian Ranch Metro District
11886 Stapleton Drive
Falcon, CO 80831

Hi Ryan:

I apologize for being so late getting our Pyrotechnic Production Proposal to you. It has been an absolute whirlwind the past few months, which as a result has put us behind on paperwork and other tasks. And now we are trying to play catch-up.

At any rate, I am attaching our program contract for this year's Falcon Freedom Days celebration. We appreciate and respect your participation with all other venues in the Colorado Springs area on the 4th of July to coordinate your show to "begin at the same and end at the same time". Last year was the litmus test to an encore performance this year!

Per Mike's suggestions, we have put together the same type of program as last year which correlates to the fact that the firing location is the same as last year. Considering that there are no new homes or other structures that have been built in the "fireworks display security perimeter, we are proposing five-inch (5") diameter aerial shells in the performance, for the purpose of expanding the viewability of the fireworks for an audience from farther away. This is basically the same type of performance as last year.

Even though there have been price increases this year, I thought it best to maintain the cost of your production at \$26,250. I was able to do this by cutting some of the 5" shells to keep the budget the same. Our program includes \$5,000,000 Fireworks Liability Insurance coverage (naming all necessary additional insureds, copy attached), a crew of certified pyrotechnic operators to handle the "load-in, firing and load-out" of the fireworks, securing all applicable fireworks permits (including the \$500 permit application through your fire authority), and of course delivery. Our pyrotechnic operators are covered by worker compensation insurance, with statutory limits of the state of Colorado.

For your understanding, during our renewal process with our insurance carrier, we determined we would change our coverage to \$5,000,000 this year, instead of \$10,000,000. The reason for this is that the additional coverage for \$10,000,000 would cost us an additional \$100,000, and we elected to go back to \$5,000,000 which we had for over 22 years prior. Our \$5,000,000 coverage certainly exceeds the state of Colorado and the city of Colorado Springs requirements for a minimum of \$1,000,000.

Creating the Spectrum of Pyrotechnic Production Excellence

Post Office Box 60 – Carrier, Oklahoma 73727 (580-855-2203)

Mr. Ryan Kozlowski
May 17, 2021
Page 2

I am sure that Mike has already met with you regarding your firing location, and if all is the same, we will work with the same diagrams and safety parameters for the Fireworks Display Permit to the Fire Authorities. Mike will certainly confirm with you all necessary security elements, safety perimeter, and other logistics for the show.

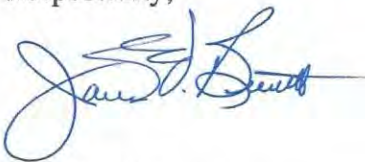
As last year, your show will be the same length (15-minutes) as the other displays in this coordinated production. And since your show is larger than most of the other performances, your production will be a lot more powerful than the other venues.

Ryan, we want to thank you again for allowing us the privilege of staging the fireworks for *Falcon Freedom Days*, and it is our personal commitment to stage a production that is distinct in its creativity, unique in its design and logistically complimenting your site requirements at your venue. We will produce a special music arrangement for your performance, our choreographer will design the pyrotechnics around that music, and our pyrotechnic operators will professionally handle the staging of the pyrotechnics for your production.

Once again, we thank you for allowing us the honor of submitting our *Pyrotechnic Production Proposal* for your consideration, and we ask that if you have any questions please contact us immediately.

With our best wishes we remain,

Respectfully,



Jim Burnett
WESTERN ENTERPRISES, INC.

Creating the Spectrum of Pyrotechnic Production Excellence

Post Office Box 60 – Carrier, Oklahoma 73727 (580-855-2203)

FIREWORKS PRODUCTION CONTRACT

1. This Fireworks Production Contract ("Contract") is entered into this__ day of _____, 20__ by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**" and **MERIDIAN SERVICE METROPOLITAN DISTRICT** designated herein as the "**PURCHASER**" for a musically-choreographed fireworks display that will be held on **JULY 4, 2021**.
2. **SELLER** will secure, prepare and deliver said fireworks display as outlined, or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a certified Pyrotechnic Operator ("Operator) to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely ("Assistant(s)"), and in accordance with such Federal, State or Local laws that might be applicable.
3. **SELLER** shall submit a Fireworks Display Permit Application with the Falcon Fire Protection District within fourteen days of the execution of this Contract and will pay the applicable permit application fee.
4. **SELLER** shall be responsible for any damage caused to any persons or property by virtue of the fireworks display. **SELLER** agrees to defend, indemnify and hold harmless **PURCHASER** from any and all claims arising from or in any way directly related to the fireworks display. In the event of any breach of this Contract, or any failure on behalf of the **SELLER** to defend, indemnify and hold harmless **PURCHASER**, **PURCHASER** shall be entitled to any and all legal and/or equitable remedies.
5. **SELLER** agrees to execute the Illegal Alien Workers Addendum attached hereto and incorporated herein.
6. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material, which might not have ignited. Any such material, found by any person other than the Operator, shall be turned over to the Operator for safekeeping or disposal of said material.
7. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection, Security (Monitors) around the firing line perimeter, and, and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display, provide sand for set-up, front-end loader for set-up, and security during time of set-up and show firing.
8. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury, property damage liability and comprehensive automobile liability Combined Single Limit. Pyrotechnic operators for **SELLER** are covered by statutory limits for Workers Compensation Coverage. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

9. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS & NO/100 (\$26,250.00)** to be paid as follows: **30% (\$7,875.00)** of the purchase price will be paid by **PURCHASER** at the time of signing this contract. The balance of the purchase price will be paid within fifteen (15) days after the date of the display. Unpaid accounts are subject to one percent (1%) interest charge per month after fifteen days.

10. In the event of inclement weather or other adverse conditions, so as to cause postponement of the fireworks display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the fireworks display, the **PURCHASER** agrees that **SELLER** will retain the thirty percent (30%) payment described in paragraph #9 as full payment for cancellation of the fireworks display. It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control and shall refund all monies previously paid by the **PURCHASER** in the event of any such failure.

11. This Contract constitutes the whole agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties hereto with respect to the subject matter of this Contract.

12. Except as otherwise provided herein, this Contract may be modified, altered, amended or terminated only by written agreement of all of the parties hereto.

13. In the event that legal action is instituted to enforce any of the provisions of this Contract, the prevailing party shall recover from the losing party its reasonable attorneys' fees and court costs.

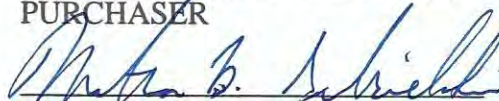
14. The parties hereto understand and agree that the **PURCHASER** is relying on and does not waive or intend to waive by this Contract or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to the **PURCHASER**.

15. Witness whereof, we have caused our signatures to be affixed to this Contract, on this ___ day of _____, 20__.

WESTERN ENTERPRISES, INC.
SELLER

BY: _____
ITS: _____

MERIDIAN SERVICE
METROPOLITAN DISTRICT
PURCHASER



BY: Milton B. Gabrielski
ITS: President

ADDENDUM

Western Enterprises, Inc. ("Contractor"), a party to the contract entered into on _____, 20__ with the Meridian Service Metropolitan District ("Contract") hereby agrees to comply with the requirements of this Addendum as a requirement of the Contract.

Illegal Alien Workers. The Contractor 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 Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or contract with a sub-contractor who (a) knowingly employs or contracts with an illegal alien to perform work under the Contract, or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Contract.

The Contractor hereby certifies that it does not knowingly employ or contract with an illegal alien. The Contractor 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 Contract. The Contractor shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

The Contractor shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Contract. If Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, Contractor shall be required to: (a) notify the subcontractor and the Company within three (3) days that Contractor 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 Contractor, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor 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 Meridian Service Metropolitan District (the "District") may be entitled to for a breach of the Contract, if the District terminates the Contract, in whole or in part, due to the Contractor's breach of any of this Addendum, the Contractor shall be liable for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Contractor to the Colorado Secretary of State as required by law.

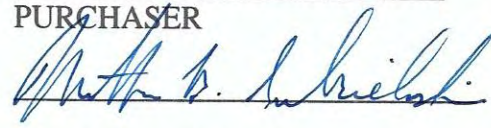
Executed this ___ day of _____, 2020.

WESTERN ENTERPRISES, INC.
SELLER

BY: _____

ITS: _____

MERIDIAN SERVICE
METROPOLITAN DISTRICT
PURCHASER



BY: Milton B. Gabrielski

ITS: President



**FALCON FREEDOM DAYS
FALCON, COLORADO
JULY 4, 2021**

Mr. Ryan Kozlowski
Recreation Operations Manager
Meridian Ranch Metro District
11886 Stapleton Drive
Falcon, Colorado 80831
Phone: 719-495-7119
ryan.k@meridianservice.org

*** * * PYROTECHNIC PRODUCTION PROPOSAL * * ***

As a beginning declaration, the following program proposal details a combination of the very best pyrotechnic products available anywhere. All ideas, concepts and itemized product listing in this proposal are deemed confidential, intended solely for the client's review, and should not be disseminated to anyone other than the client.

Western Enterprises, Inc. is honored to have the opportunity to submit this pyrotechnic production program for the **"2021 FALCON FREEDOM DAYS" Fireworks Spectacular on July 4th**. We understand the importance of this significant event to the **MERIDIAN RANCH AREA** and we can assure you that Western Enterprises, Inc. is committed to staging an evening of pyrotechnic "magic" for your audience.

Western Enterprises, Inc. is very proud of the fact that we are able to provide our clientele with the utmost highest quality pyrotechnic products in our entire industry. And with our ability to intersperse some of our own American-made (*Skyworks Ltd.*) products, we are able to showcase premier products that are quite unlike any others in the industry. We have had the privilege to premier our products in numerous *International Fireworks Competitions* and it will be a privilege for us to stage these products for your event.

Having provided you with the above information, we need to confirm several elements that are important to your production.

1. PLANNING CONSIDERATIONS. The following factors must be considered to assure the success of this production.

- a. **Duration.** The duration of this display will be determined through an agreement between the client and Western Enterprises, but it is tentatively scheduled to be 15-minutes in duration.

TO: MR. RYAN KOZLOWSKI
CLIENT: FALCON FREEDOM DAYS at MERIDAN RANCH
DATE: JULY 4, 2021
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- b. **Musical Accompaniment.** This performance is scheduled to be staged to a special musical arrangement, which Western Enterprises will produce a music medley for your event that you can coordinate a simulcast with a radio station and/or play over a social media platform in coordination during the fireworks display.
- c. **Permits.** All fireworks permits, clearances and other documentation regarding the pyrotechnics; whether federal, state or municipal, is the responsibility of Western Enterprises, Inc.
- d. **Preliminary Meetings.** Upon approval of the contract by the **SPONSOR**, our associate Mike Carlisle will meet with representatives of Meridian Ranch to discuss the safety parameters of the event as they pertain to ensuring the minimum safety distance factors from spectators and parking areas are adequately secured. It is the responsibility of the **SPONSOR** to provide adequate security personnel to maintain these distances to ensure the safety of spectators.
- e. **Labor.** Western Enterprises, Inc. will provide a crew of certified pyrotechnic operators to handle the “load-in, firing and load-out” of the fireworks.
- f. **Insurance.** All insurance requirements will be provided, including; \$10,000,000 Display coverage for Broad Form, Contractual, Bodily Injury and Property Damage, and \$5,000,000 liability coverage for all vehicles hauling explosives. Colorado State Worker's Compensation coverage on all Western Enterprises' technicians.

2. MUSIC REQUIREMENTS. This pyrotechnic performance will be designed, choreographed and fired to a special music arrangement. Western Enterprises, Inc. will produce a special music arrangement for your production at no additional charge. This music would be pre-approved by the Client. Our design choreographer will design and choreograph the pyrotechnics to the pre-recorded music and our music engineer, Steve Linn, will contact the Sound Contractor for the **CLIENT** to coordinate the timing and synchronization of the music.

3. GENERAL OVERVIEW OF PERFORMANCE. Your production requires a tremendous amount of time and artistic talent to make it distinctive and unique. Color combinations and effects are blended together to complement each other in the sky during the performance. Each and every shell is coordinated so that every aerial shell will actually break in the sky precisely at the intended moment.

This performance will showcase a wide variety of pyrotechnic products from around the world. We are very excited about the new designer shells we will be staging in your production!

Some of our new designer aerial shells for this year are: *Crossing Flower Rings, Lemon Strobes, Multi-layer Pastel Umbrellas, Magic Peonies, Umbrella Brocades, Color Changing Crossettes, Whirling Flower Rings w/strobe pistils Brocade Butterflies w/jeweled tip wings, Silver Kimuro Rings w/Pastel Color-Changing Pistils, Crackling Coconut Palm Trees and Variegated Dancing Bees.*

TO: MR. RYAN KOZLOWSKI
CLIENT: FALCON FREEDOM DAYS at MERIDAN RANCH
DATE: JULY 4, 2021
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Because your display venue has changed, we have removed the low-level “multi-shot barrages”, because they would not be visible for your audience from greater distances. We have also increased the size of your aerial shells to a maximum size of five-inch (5”) diameter.

As in any performance, your "**GRAND AERIAL FINALE**" will provide the most dramatic portion of the display, because as in any production, "*you save your best until the last*"! Your signature “Grand Finale” will be fired in the following sequence beginning with a barrage of two hundred (200) **Heavy Reporting Salutes**, followed by a barrage of **Red Flower Shells**, followed by a barrage of **Silver Flower Shells**, followed by a barrage of **Blue Flower Shells**, followed by a barrage of luxurious cascading **Golden Brocade Kimuro Mums**, which is ultimately climaxed by a thunderous barrage of reverberating **heavy report bombs** which brings a thrilling conclusion to the “**2021 FALCON FREEDOM DAYS**” AT MERIDIAN RANCH *Fireworks Spectacular!*

“The sky provides the pyrotechnician’s canvas and our art-form is best expressed by how we portray ourselves in the stars”

TO: MR. RYAN KOZLOWSKI
CLIENT: FALCON FREEDOM DAYS at MERIDAN RANCH
DATE: JULY 4, 2021
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ITEMIZED PRODUCT LISTING

GRAND AERIAL FINALE

- 70 – 3” RED FLOWER SHELLS (7 - 10/3” Red Flower Chains)**
 - 70 – 3” SILVER FLOWER SHELLS (7 - 10/3” White Flower Chains)**
 - 70 – 3” BLUE FLOWER SHELLS (7 - 10/3” Blue Flower Chains)**
 - 70 – 3” GOLD FLOWER SHELLS (7 - 10/3” Gold Flower Chains)**
 - 10 – 4” RED FLOWER SHELLS (2 – 5/4” Red Flower Chains)**
 - 10 – 4” SILVER FLOWER SHELLS (2 – 5/4” White Flower Chains)**
 - 10 – 4” BLUE FLOWER SHELLS (2 – 5/4” Blue Flower Chains)**
 - 10 – 4” GOLD FLOWER SHELLS (2 – 5/4” Gold Flower Chains)**
 - 2 – 5” RED FLOWER SHELLS**
 - 2 – 5” SILVER FLOWER SHELLS**
 - 2 – 5” BLUE FLOWER SHELLS**
 - 2 – 5” GOLD FLOWER SHELLS**
- 40 – 3” HEAVY REPORT BOMBS (4 – 10/3” Salute Chains)**

THREE INCH SHELLS (350 Shells)

- 20 - AERIAL SALUTES (Heavy reporting bombs)**
- 30 - FANCY STAR SHELLS (Consisting of: Ruby, Emerald, Pearl, Blue, Yellow & Purple with Titanium Twinklers & Aluminum Flitter Combinations)**
- 100 - ORIENTAL FLOWER PATTERNS (Consisting of: Solid Color and Color Changing Chrysanthemums, Peonies & Dahlias)**
- 40- PATTERN SHELLS (Consisting of: Rings, Double Rings, Willows, etc.)**
- 40 – PASTEL COCONUT SHELLS (Consisting of: Pastel colors in Cyan, Orange, Pink, Violet, Magenta, Chartreuse, Peach, etc.)**
- 40 - DESIGN EFFECT SHELLS (Consisting of: Color Crossettes, Brocade Falling Waterfalls, Silver Double Rings w/aqua pistils, Poinsettia Flowers, Hourglass w/core, Crackling Diadem Flowers, Silver Turbulence w/flying stars, Kimuro w/crossette core pistils, Double Crackling Time Flower.)**

TO: MR. RYAN KOZLOWSKI
CLIENT: FALCON FREEDOM DAYS at MERIDAN RANCH
DATE: JULY 4, 2021
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THREE INCH SHELLS (continued)

40 – PATRIOTIC DESIGNER SHELLS (*Consisting of:* Red Bees, Blue Bees, Silver Bees, Red Strobes, Silver Strobes, Red w/silver strobes, Blue w/silver strobes, Half Red/Half Flower w/strobe pistils, Blue Crisscross, Red Crisscross, Ruby & Sapphire Meteors, Red Magnesium Crackling Meteors, Blue Magnesium Crackling meteors, etc.)

40 – SPECIAL-MADE COMPETITION SHELLS (*Consisting of:* Crossing Flower Rings, Lemon Strobes, Sizzling Comets, Magic Peonies, Umbrella Brocades, Color Changing Crossettes, Whirling Flower Rings w/strobe pistils Brocade Butterflies w/jeweled tip wings, Silver Kimuro Rings w/Pastel Color-Changing Pistils, Crackling Coconut Palm Trees and Variegated Dancing Bees)

FOUR INCH SHELLS (250 Shells)

25 - FANCY STAR SHELLS (*Consisting of:* Ruby, Emerald, Pearl, Blue, Yellow & Purple with Titanium Twinklers & Aluminum Flitter Combinations)

50 - ORIENTAL FLOWER PATTERNS (*Consisting of:* Solid Color and Color Changing Chrysanthemums, Peonies & Dahlias)

35 - PATTERN SHELLS (*Consisting of:* Rings, Double Rings, Willows, etc.)

35 – PASTEL COCONUT SHELLS (*Consisting of:* Pastel colors in Cyan, Orange, Pink, Violet, Magenta, Chartreuse, Peach, etc.)

35 - DESIGN EFFECT SHELLS (*Consisting of:* Color Crossettes, Brocade Falling Waterfalls, Silver Double Rings w/aqua pistils, Poinsettia Flowers, Hourglass w/core, Crackling Diadem Flowers, Silver Turbulence w/flying stars, Kimuro w/crossette core pistils, Double Crackling Time Flower.)

35 – PATRIOTIC DESIGNER SHELLS (*Consisting of:* Red Bees, Blue Bees, Silver Bees, Red Strobes, Silver Strobes, Red w/silver strobes, Blue w/silver strobes, Half Red/Half Flower w/strobe pistils, Blue Crisscross, Red Crisscross, Ruby & Sapphire Meteors, Red Magnesium Crackling Meteors, Blue Magnesium Crackling meteors, etc.)

35 – SPECIAL-MADE COMPETITION SHELLS (*Consisting of:* Crossing Flower Rings, Lemon Strobes, Sizzling Comets, Magic Peonies, Umbrella Brocades, Color Changing Crossettes, Whirling Flower Rings w/strobe pistils Brocade Butterflies w/jeweled tip wings, Silver Kimuro Rings w/Pastel Color-Changing Pistils, Crackling Coconut Palm Trees and Variegated Dancing Bees)

TO: MR. RYAN KOZLOWSKI
CLIENT: FALCON FREEDOM DAYS at MERIDAN RANCH
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FIVE INCH SHELLS (160 Shells)

25 - FANCY STAR SHELLS (*Consisting of:* Ruby, Emerald, Pearl, Blue, Yellow & Purple with Titanium Twinklers & Aluminum Flitter Combinations)

25 - ORIENTAL FLOWER PATTERNS (*Consisting of:* Solid Color and Color Changing Chrysanthemums, Peonies & Dahlias)

25 - PATTERN SHELLS (*Consisting of:* Rings, Double Rings, Willows, etc.)

25 – PASTEL COCONUT SHELLS (*Consisting of:* Pastel colors in Cyan, Orange, Pink, Violet, Magenta, Chartreuse, Peach, etc.)

20 - DESIGN EFFECT SHELLS (*Consisting of:* Color Crossettes, Brocade Falling Waterfalls, Silver Double Rings w/aqua pistils, Poinsettia Flowers, Hourglass w/core, Crackling Diadem Flowers, Silver Turbulence w/flying stars, Kimuro w/crossette core pistils, Double Crackling Time Flower.)

20 – PATRIOTIC DESIGNER SHELLS (*Consisting of:* Red Bees, Blue Bees, Silver Bees, Red Strobes, Silver Strobes, Red w/silver strobes, Blue w/silver strobes, Half Red/Half Flower w/strobe pistils, Blue Crisscross, Red Crisscross, Ruby & Sapphire Meteors, Red Magnesium Crackling Meteors, Blue Magnesium Crackling meteors, etc.)

20 – SPECIAL-MADE COMPETITION SHELLS (*Consisting of:* Crossing Flower Rings, Lemon Strobes, Sizzling Comets, Magic Peonies, Umbrella Brocades, Color Changing Crossettes, Whirling Flower Rings w/strobe pistils Brocade Butterflies w/jeweled tip wings, Silver Kimuro Rings w/Pastel Color-Changing Pistils, Crackling Coconut Palm Trees and Variegated Dancing Bees)

TO: MR. RYAN KOZLOWSKI
CLIENT: FALCON FREEDOM DAYS at MERIDAN RANCH
DATE: JULY 4, 2021
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INSURANCE ON DISPLAY

\$5,000,000 Bodily Injury & Property Damage Insurance, Broad Form and Contractual Coverage.

Worker's Compensation coverage on all technicians

MISCELLANEOUS EQUIPMENT

All electronic firing equipment, mortars, racks and trailer rigging is supplied with this contract and is the property of Western Enterprises, Inc.

DELIVERED CONTRACT PRICE - \$26,250.00

SECTION 00680

CHANGE ORDER

Project: Meridian Service Metropolitan District

Date of Issuance: 5/20/21

Well Sites 5/7/8

Owner: 11886 Stapleton Drive
Address: Peyton, CO 80831

Change Order No.: 03

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

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

Description:

Temporary power for Well Sites 7 and 8. By executing this change order, the Owner is committing to a minimum of 1 mobilization/set-up, 1 month of generator and fuel cell rental and 1 demobilization at Well Site 8. The change order includes unit prices so that the Owner can elect to mobilize the generator a second time (likely from Well Site 8 to Well Site 7) and up to a total of 4 months of rental time. Prior to demobilization, the fuel cell must be no more than 1/8th full. The Contractor shall only bill for the mobilizations and months actually used. The spreadsheet enclosed contains the unit prices.

Purpose of Change Order:

This change order is to provide temporary power at Well Sites 7 and 8 as necessary.

Attachments (List Documents Supporting Change): Hydro Resources Proposal

CHANGE IN CONTRACT PRICE: \$ 43,487.18
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. 1 to No. 2

Net Change from Previous Change Orders:
\$ 6,970.00
N/A (days or date)

Contract Price Prior to this Change Order:

\$ 3,034,721.00

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:

\$ 43,487.18

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:

\$ 43,487.18

Net Change of this Change Order:

0 (days)

Contract Price with all approved Change Orders:

\$ 3,078,208.18

Contract Time with all approved Change Orders:

Well 5 – May 1, 2021


Well 8 – July 1, 2021

Well 7 – September 1, 2021

RECOMMENDED:

by: _____
Engineer

APPROVED:

by:  _____
Owner

APPROVED:

by: _____
Contractor

END OF SECTION



Date: 4/6/2021
 Estimate By: JO

Project: Meridian Services Metro District
 Client:

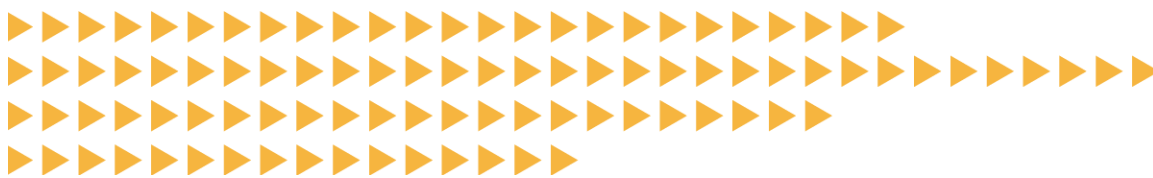
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Total: \$14,831.09

Item #	Description	Unit	Qty	Unit Price	Sub-Total
1)	Mobilize/Set-up	LS	1	\$1,388.46	\$1,388.46
2)	Demob	LS	1	\$555.13	\$555.13
3)	250 KW Generator Rental Monthly W/ Fuel Cell - Monthly	LS	1	\$9,900.00	\$9,900.00
4)	250 KW Generator Rental Weekly W/Fuel Cell - Weekly	LS	1	\$2,987.50	\$2,987.50
5)		LS	1	\$0.00	\$0.00

	Unit	Unit Cost	Quantity	Subtotal
Mob/Set-up	EA	\$ 1,388.46	2	\$ 2,776.92
Demob	EA	\$ 555.13	2	\$ 1,110.26
Monthly Rental Fee - No fuel	EA	\$ 9,900.00	4	\$ 39,600.00
			Total	\$ 43,487.18

PROJECT PROPOSAL



To: Jim Nikkel, Meridian Service Metropolitan District
From: Turn Corps
Date: May 27, 2021
Re: Proposal for Community Relations + Communication Services

Thank you for the opportunity to submit a proposal to help Meridian Service Metropolitan District connect with and engage constituents in a dialogue about the upcoming increases in both the mill levy and residential fees. Opening up a conversation about these realities and allowing residents to understand the current situation will demonstrate an authentic and transparent process, leading to more trust and credibility prior to these changes taking place.

We understand that the recent legal decision, which precipitated the need for a new 10 mill increment, is not widely known. Although the increase will not occur for another six months, now is the time to begin planning for and managing a strategic public engagement process. Our role will be to develop a strategic plan, clear messaging, and recommended tactics to help the community understand and accept Meridian’s decision to raise property taxes and fees. We will build a steady cadence of communication between now and December so that the challenges, impacts, and proposed solution(s) are understood by the community. Below you will find our recommendations organized as a menu of options that will provide some flexibility given schedules, budget, and any other factors that may influence this plan.

RECOMMENDED APPROACH

Our approach is based on a combined 35+ years of experience designing and implementing successful public engagement and community relations campaigns to engage constituents in complex or controversial projects, policies, or ballot initiatives that impact them. We work to create clear and compelling messages that are relevant and will resonate with the target audience, and influence the dialogue.

Given that the community is unaware of the recent history and ultimate legal outcome between Meridian Services Metro District and Cherokee Metropolitan District, the primary goal is to reach the greatest number of constituents early to ensure they are not caught by surprise. We need to strike a balance of transparency and responsiveness within the confines of what’s realistic and practical, while giving them ample time to ask questions, verify

PROJECT PROPOSAL



information, and come to an understanding about the costs/benefits to them personally and to the community at large.

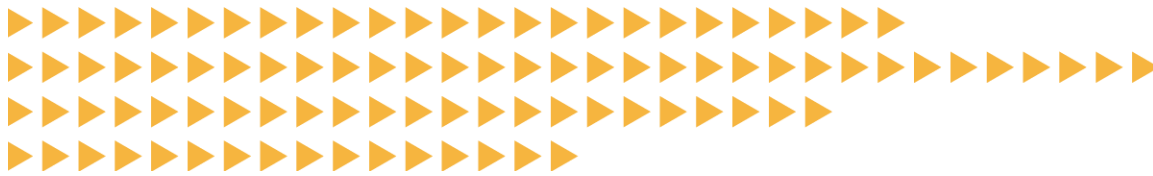
If you decide to move forward with us, we'll work with you to develop a plan and list of tactics, but below is a general framework to help you begin to think through a strategic approach. We would first meet with you to fully understand the history, detailed landscape, resources, and tools available in order to determine the best forward strategy. The tactics below are not all-encompassing; it's a recommended baseline that we may build upon once we have a better understanding of the situation.

The monthly retainer of \$5,000 is based on our estimated scope of work and is subject to change once we have a better idea of the exact needs and timeline.

TACTICAL RECOMMENDATIONS	FEES
<ul style="list-style-type: none"> • Landscape analysis to inform strategic plan, messaging and tactics • Digital survey to serve as a key communication tool, gauge awareness and inform strategy • Communication plan to include a one-page key messaging framework and a timeline for specific recommended tactics such as website content, FAQs, PPT deck for presentations, email, flyers, and content for Facebook • Ongoing development of new content for all the recommended tactics in the plan* • Organize and promote public meetings / Town Hall(s) that can be recorded and shared to the broader community after the event 	\$5,000/mo.
<ul style="list-style-type: none"> • Paid ads in local papers and/or their corresponding Facebook pages (the cost of advertising can be fairly cost-efficient and reaches an older audience that may not be engaged on social media; paid advertising would be used to promote meetings and events)* 	\$TBD
<ul style="list-style-type: none"> • Bill inserts, postcards or letters mailed to households informing them of news, the survey, and/or community meeting(s), etc.* 	\$TBD

**The costs for design, printing, mailing, and advertising are not included, but estimates will be prepared for your approval before any vendors are selected*

PROJECT PROPOSAL



OUR TEAM

Turn Corps was started in 2016 by Bryan Blakely and Sara O’Keefe, who recognized a gap in the market. There was no one with their unique combination of expertise in public affairs/community relations, political operations, and communications strategies serving the specific needs of local government entities and private companies navigating local government processes. They launched Turn Corps to serve this niche in a nimble and creative way. As Colorado natives, and coming from families with deep political and public service backgrounds, they have worked and have contacts throughout the state, and regionally, as well as access to skilled and trusted freelancers and subcontractors.

Bryan Blakely, *principal and campaign/political and community mobilization strategist*

Bryan Blakely has 18 years of experience in local government advocacy and public engagement across Colorado. He has run political campaigns and organized small and large coalitions at the local and state level on policies, legislation, and highly visible development and infrastructure projects. Some of the issues he’s focused on include:

land development | land conservation | water | infrastructure | property + sales taxes | disruptive companies + industries | energy | transportation | natural resources | tax increment financing | economic development | new technologies

His clients rely on him to provide critical relationships, effective political strategies and public engagement tactics to drive positive outcomes.

Sara O’Keefe, *principal and communications/community relations strategist*

Sara O’Keefe has 18 years of experience developing and executing communication and outreach strategies that engage communities and stakeholders in critical social, economic, and policy discussions and decisions. Over the course of her career, she’s led strategic marketing / communications campaigns and public engagement efforts focused on the following issues:

education | public + environmental health | transportation | TABOR + Gallagher initiatives eminent domain + public financing | public-private development | water + natural resources energy + alternative fuels | early childhood development | health care policy + financing

Sara is an expert in positing strategy and messaging prioritization and has led such efforts for several statewide, multimillion-dollar education campaigns.

SEAN WALSH CONSULTING

COMMUNICATIONS
PUBLIC AFFAIRS
CAMPAIGN MANAGEMENT



Date: May 22, 2021

To: Jim Nikkel
District Manager, Meridian Service Metropolitan District

From: Sean Walsh

Re: Proposed Scope of Work

Per your request for a proposed scope of work for consulting services, please consider the below draft. Once you have had a chance to read it, we can get on the phone again soon and discuss changes, answer your questions and/or go over next steps.

Scope:

- Consult and strategize with the District Manager, individual board members and District consultants on the problem MSMD is facing;
- Draft and execute a five-month engagement and communications plan for MSMD;
- Provide weekly summaries of my work progress in writing;
- Attend MSMD board meetings, if needed;
- Provide general communications and strategic guidance to MSMD.

Fee:

I agree to perform the above services from June 1st through October 31st for \$4,400 per month (\$22,000) plus reimbursement for reasonable expenses. I agree to get prior written approval for any expense over \$50.