

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

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

DATE: Wednesday, March 2, 2022
TIME: 10:00 a.m.
PLACE: Meridian Ranch Recreation Center
10301 Angeles Road
Peyton, CO 80831

The Public may participate in person or by following this link [Click here to join the meeting](#) or by telephone by calling +1 872-242-8662 and using Phone Conference ID:156389512#

I. ADMINISTRATIVE ITEMS:

- A. Call to Order
- B. Conflicts of Interest
- C. Approve Agenda
- D. Visitor Comments (Limited to 3 minutes per resident or household)
- E. Review and Approve February 2, 2022, Combined Regular Board Meeting Minutes (enclosure)

II. FINANCIAL ITEMS:

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

III. OPERATIONS & ENGINEERING ITEMS:

- A. Information Items (No Action)
 1. MSMD Operations Reports – Water, Sewer, Parks and Grounds, Recreation (enclosure and/or handout)
 2. Manager’s Verbal Report
- B. Action Items
 1. Consider and Approve Professional Service Agreement for Personal Training Services- Kiley Draper
 2. Approve Copier Lease & Maintenance Agreement with Axis Business Technologies
 3. Consider and approve contract for construction of water Transmission line from the filter plant to the storage tanks (enclosure and/or distributed under separate cover)

4. Approve MRMD Sub District 2020 Audit Exemption

IV. DEVELOPER ITEMS:

A. Verbal Report from Construction Manager

V. DIRECTOR ITEMS:

VI. LEGAL ITEMS:

VII. ADJOURNMENT:

The next regular meeting of the Boards is scheduled for Wednesday, April 6, 2022, 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: February 2, 2022, 10:00 a.m., at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831 and via video conference.

Attendance: The following Directors were in attendance:

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

Also present were:

Jim Nikkel; Meridian Service Metro District (via video conference)
Jennette Coe; Meridian Service Metro District (via video conference)
Beth Aldrich; Meridian Service Metro District (via video conference)
Eileen Krauth; Meridian Service Metro District (via video conference)

Braden McCrory; Meridian Service Metro District (via video conference)

Ryan Kozlowski; Meridian Service Metro District (via video conference)
Sue Blair; Community Resource Services (via video conference)
Ron Fano; Spencer Fane (via video conference)
Tom Kerby; Tech Builders (via video conference)
Raul Guzman; Tech Builders (via video conference)
Robert Guevara; Resident (via video conference)

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 10:02 a.m.

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

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

Visitor Comments There were none.

RECORD OF PROCEEDINGS

Approve Minutes The Board reviewed the January 5, 2022, Board Minutes. A motion was made and seconded to amend the minutes to correct the date on the Tap Fee Report from 2020 to 2021. The motion was approved by unanimous vote of directors present.

Financial Items MRMD and MRMD 2018 Subdistrict Quarterly Cash Position Summary and Financial Statements: Ms. Blair, with CRS, reviewed the cash position summary and fourth quarter financial reports for the year ended December 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.

MSMD Cash Position Summary and Financial Statements: Ms. Coe reviewed the cash position summary and monthly financial reports for December 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 2021 Tap Fee Report: Ms. Coe reviewed the December 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:

MRMD: 02324-02330 totaling \$3,826.06

Interim: Bill.com payments for ratification totaling \$148,853.90

MSMD: Bill.com Payments totaling \$210,680.62

A motion was made and seconded to approve the MSMD payment of claims. The motion 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.

Receive Finance Committee Report: Ms. Coe noted the Finance Committee met on January 20, 2022, and gave a summary of the Finance Committee Report on page 16 of the packet. The January Interim payments were reviewed and signed by Director Gabrielski and Director Sauer.

Operations & Engineering Items

Information Items:

MSMD Operations Reports:

- Mr. Kozlowski presented the Recreation Center Report to the Board, which included information from pages 19 and 20 of the Board Packet.

RECORD OF PROCEEDINGS

Mr. Kozlowski also noted that when and if we get approval for the new fireworks site he will check to see if the Falcon High School parking lot will be available for the public to view the display.

- Mr. McCrory presented the water, sewer, parks and grounds, and drainage operation reports which included information from pages 17 and 18 of the Board Packet.

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

- Received notice from Colorado Springs Utilities that, following recent rate increases for natural gas and electricity, the Utilities Board has voted to reduce rates.
- Design of the water transmission line from the filter plant expansion to the storage tanks is finished. The pipeline project is out for bids now, with bids due on February 23 and anticipated completion of construction by August.
- Design of the Filter Plant Expansion is behind schedule due to issues with Filtronic's design of the treatment equipment.
- We continue to work with Sterling Ranch and Classic Homes on the purchase of excess wastewater treatment capacity.

Action Items: There were none.

Developer Items

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

- Fifty new lots have been approved for Rolling Hills Ranch III. Tralon Homes should be purchasing 35 taps.
- Plans for the traffic signal at the intersection of Rex Road and Meridian have reached 90% completion in the review process. It looks like review should be complete by March or April. After plans are approved the traffic signal will be installed. El Paso County will follow with construction of the intersection.

Director Items

There were none.

Legal Items

There were none.

Adjournment

There being no further business to come before the Board, the President adjourned the meeting at 10:45 a.m.

The next regular meeting of the Boards is scheduled for March 2, 2022, at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

RECORD OF PROCEEDINGS

Respectfully submitted,

Secretary for the Meeting

DRAFT

Meridian Service Metropolitan District
Vendor Payment Register Report - Summary
Finance Committee - Interim Payments
February 18, 2022

<u>Date</u>	<u>Payment Type</u>	<u>Vendor</u>	<u>Amount</u>
02/18/22	ePayment	All Rental Center Inc	\$ 927.44
02/18/22	Check	Amazon Capital Services	\$ 2,152.03
02/18/22	ePayment	American Portable Services Inc.	\$ 98.00
02/18/22	Check	Aqueous Solution Inc.	\$ 2,170.20
02/18/22	ePayment	Axis Business Technologies	\$ 173.63
02/18/22	Check	Badger Meter	\$ 2,887.12
02/18/22	ePayment	BossHogg Construction LLC	\$ 3,000.00
02/18/22	ePayment	Browns Hill Engineering & Controls, LLC	\$ 2,671.20
02/18/22	Check	Carefree Windshield Repair	\$ 1,156.00
02/18/22	ePayment	CEM Sales & Service	\$ 2,156.00
02/18/22	Check	Club Automation, LLC	\$ 1,818.18
02/18/22	Check	Colorado Rural Water Association	\$ 450.00
02/18/22	Check	Comcast - MRRC	\$ 516.00
02/18/22	Vendor Direct	Comcast - Office	\$ 311.60
02/18/22	Check	CSDPL-Colo Special Districts Prop & Liab	\$ 1,510.85
02/18/22	ePayment	DBC Irrigation Supply	\$ 64.07
02/18/22	Check	El Paso County Public Health Laboratory	\$ 252.00
02/18/22	Check	El Paso County Treasurer	\$ 4.46
02/18/22	Vendor Direct	Ewing Irrigation	\$ 2,133.26
02/18/22	Check	Front Range Kubota, Inc	\$ 7,150.06
02/18/22	Check	Front Range Winwater	\$ 119.28
02/18/22	Check	Grainger	\$ 2,015.09
02/18/22	Check	GTL Development Inc.	\$ 14,211.47
02/18/22	Check	HelloSpoke	\$ 1,421.58
02/18/22	ePayment	JDS-Hydro Consultants, Inc.	\$ 12,533.84
02/18/22	ePayment	Landmark Plumbing	\$ 218.37
02/18/22	ePayment	LONG Building Technologies	\$ 210.00
02/18/22	Check	Meineke	\$ 53.92
02/18/22	Vendor Direct	Mug-A-Bug Pest Control	\$ 62.00
02/18/22	Check	MVEA	\$ 56,524.68
02/18/22	Check	Northern Tool & Equipment	\$ 1,124.53
02/18/22	Vendor Direct	O'Reilly Automotive	\$ 183.75
02/18/22	Check	Progressive Services, Inc.	\$ 2,038.00
02/18/22	Check	Shops at Meridian Ranch, LLC	\$ 3,662.74
02/18/22	Check	Thomas General Contractors	\$ 16,205.70
02/18/22	ePayment	TIAA Commercial Finance, Inc	\$ 207.00
02/18/22	Vendor Direct	UniFirst First Aid & Safety	\$ 419.90
02/18/22	Vendor Direct	USA BlueBook	\$ 1,151.89
02/18/22	Check	Utility Notification Center of Colorado	\$ 604.50
02/18/22	Vendor Direct	Waste Management of Colorado Springs	\$ 707.96
Total Payments	40	Amount of Payments	\$ 145,278.30

Meridian Ranch Metropolitan Di
 VENDOR CHECK REGISTER REPORT
 Payables Management

Ranges:	From:	To:	From:	To:
Check Number	First	Last	Check Date	3/1/2022
Vendor ID	First	Last	Checkbook ID	First
Vendor Name	First	Last		Last

Sorted By: Vendor Name

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
02331	CRS	CRS of Colorado	3/1/2022	WF CHECKING	PMCHK00000270	\$6,556.50
02332	FENTON	Michael J Fenton	3/1/2022	WF CHECKING	PMCHK00000270	\$92.35
02333	GABRIELSKI	MILTON B. GABRIELSKI	3/1/2022	WF CHECKING	PMCHK00000270	\$92.35
02334	SAUER	Thomas G. Sauer	3/1/2022	WF CHECKING	PMCHK00000270	\$92.35
02335	REORDA	Wayne Reorda	3/1/2022	WF CHECKING	PMCHK00000270	\$92.35
02336	GESSNER	William Gessner	3/1/2022	WF CHECKING	PMCHK00000270	\$92.35

Total Checks:	6				Total Amount of Checks:	\$7,018.25
						=====



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

DATE: February 18, 2022
TO: MSMD Board of Directors
RE: Finance Committee Report

On February 18, 2022 the Board's Finance Committee (Directors Gabrielski and Sauer) met with Jim Nikkel, General Manager and Jennette Coe, AFS Manager. The following is a summary of the meeting:

- The Finance Committee approved interim MSMD payments in the amount of \$145,278.30 and directed staff to put these on the Board's March 2022 agenda for ratification.
- Staff reviewed bank account details for both ColoTrust and Wells Fargo including status of investment funds and user access/permissions. The ColoTrust investment accounts have recorded an unrealized loss that the FC agrees is indicative of long-term investments and believes it will recover over time. There is not a foreseeable need for the funds that are in the account affected in the current year.
- Staff provided FC with 2021 unaudited Balance Sheet and Statement of Cash Flows for review.

Submitted by:

A handwritten signature in black ink, appearing to read "Milton B. Gabrielski".

Milton B. Gabrielski, Finance Committee Chair

MSMD Operations Report for February 2022

February water demand and production continue to hover around 300 to 350 gallons per minute. Water operations completed the monthly Bac-T results were received and submitted to CDPHE. Well step testing continued with LFH-9 on 2-8-22, LFH-2 on 2-10-22, LFH-6 on 2-18-22, and A-6 on 2-25-22. Monthly water meter reading and water usage was performed on 2-25-22. A new water meter with remote read capabilities for the Rec Center has been installed, pending addition to read route. Staff also located and uncovered previously buried vaults on a section of isolated water line at the northern end of the district.

Parks and drainage continued weekly pond inspections and removed trash collected in the drainage channels as needed. Snow removal as needed from the storms during the month. The Board approved purchase of a zero-turn mower ordered in August/September 2021 was delivered 2-10-22. Tree removal continued weather permitting between snowstorms

Staff performed weekly infiltration gallery inspections and recorded water level logging data. Monthly flow measurement and calculations taken on 2-28-22. Minimal moisture continues to keep weir water levels down.

The irrigation pond intake remains plugged and the temporary bypass fill line able to maintain golf course irrigation water demand. A floating intake installation is underway but requires draining the pond and installing a float for the intake. The pond level remains low for future repairs. The faulty aeration fountain motor has arrived and staff will complete installation when the ice melts.

Wastewater operations staff completed weekly composite sampling and drop off to Cherokee for testing and hosted a tour at Falcon lift station for CMWD treatment staff on 2-16-22. Wastewater operations staff also assisted locating and raising vaults with water ops and assisted parks & drainage with dead tree and snow removal. Weekly Hydrogen Sulfide (H₂S) and Total Dissolved Solids (TDS) samples were collected during weekly sewer flow meter inspections. Falcon lift station chemical continues to track accordingly based on injection rates.

Upcoming or continued water tasks:

- Monthly meter reading (completed 1-27-22, 2-25-22)
- 1st Quarter monitoring and sampling
- 2nd Quarter monitoring and sampling
- 3rd Quarter monitoring and sampling
- 4th Quarter monitoring and sampling
- Well step testing (mid-February 2-8, 2-10, 2-18, 2-25-22)
- Lead and Copper Sampling (bi-yearly)

Upcoming or continued parks and drainage:

- Continue irrigation repairs/testing (in progress)
- ~~2022 annual backflow testing (completed)~~
- Irrigation spring start up
- Irrigation winterization
- Continue fence repairs (in progress)
- Mulch/rock replacement in planter beds (in progress)
- Dead tree removal (in progress)

Upcoming or continued wastewater tasks:

- Sewer force main air vac maintenance/vault inspections (mid-February)
- Sewer force main flow meter replacement/relocate
- Infiltration pit maintenance (in progress)
- Infiltration pit logger installs (2) (pending weather, in progress)
- Sewer line maintenance (pending)

March 2, 2022 Recreation Board Report

Usage Numbers February 1-25, 2022

Total Attendance – 9080

Group Ex – 541 participants. Of those we received \$497 from non-members

Childcare attendance – 304

Parties – 5. All Swim parties

Revenue collected - **\$6,728.00**

Pulse Check:

The recreation center saw an increase in visits in February over January. Childcare has been consistent, and group exercise has picked back up with instructor availability. We are finishing up our youth basketball season and preparing for indoor soccer registrations to begin in March. Group and private swim lessons continue to remain strong.

Our overall lobby construction was pushed back due to millwork construction, but individual items are ahead of schedule as they have been busy working for the last couple weeks. Everything has been going well and we have not run into anything major. The lobby desk and cubbies will be installed on March 3rd, and then all that will be left is waiting on countertops to be cut and installed. Lighting in the locker rooms is being installed and has greatly improved the feel of the locker room. Our elevator has been down for over a week, but the repair will be made before this board meeting. Items on our motherboard went out and needed to be sent in for repair. We have been accommodating members who are in need by walking them through the pool gate.

I have met with the fireworks vendor regarding Falcon Freedom Days, and due to firework and crew availability, we must launch our show on July 2nd. Fort Carson has also moved their show to July 1st to help with the firework crew shortage. The new launch site was accepted well and is running through process of being approved by vendor and fire department. I have contacted the city, and they let me know they will keep us as a part of the event and announce our show will launch on July 2nd on marketing materials. We will now move into creating the sponsor package and begin fundraising. Rachel will be organizing the fund-raising efforts and be the point of contact.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement entered into this 2nd day of March, 2022 by and between the MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (the "District") and Kiley Draper, (the "Consultant").

RECITALS

WHEREAS, the District operates the Meridian Ranch Recreation Center (the "Rec Center") located at 10301 Angeles Road, Peyton, CO 80831.

WHEREAS, the District desires to offer personal fitness training at the Rec Center; and

WHEREAS, Consultant provides personal fitness training by Kiley Draper and desires to offer and provide such training at the Rec Center; and

WHEREAS, Consultant's managing member, Kiley Draper, is a resident of Meridian Ranch and has resident membership privileges at the Rec Center; and

WHEREAS, the District desires to engage Consultant to render the professional services as defined herein under the terms and conditions set forth herein;

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

1. SERVICES: Consultant shall offer and provide personal fitness training for individuals and for groups of up to 12 participants (working in two circuits of fitness equipment) and fitness workshops at the Rec Center. Participation in the fitness training and workshops will be fee-based, with Consultant setting fees (currently anticipated to be \$75/hour for individual training, and \$25/hour for group training) and collecting fees from participants.

2. FEE FOR USE OF DISTRICT FACILITIES: Consultant shall be allowed to access and use the Rec Center weight room, cardio equipment in the fitness area, and group fitness area for purposes of rendering the Services hereunder. Such use shall be contingent Kiley Draper maintaining status as a member in good standing of the Rec Center in accordance with District rules. Consultant shall pay District \$150 per month for the first two months following the entry of this Agreement and commencing May 3, 2022, with such payments being made on or before March 15, 2022 and April 15, 2022. Thereafter, Consultant shall pay the District a flat fee each month as follows: \$200/month for up to 120 paid individual or group fitness training sessions conducted by Consultant during the month; or \$300/month for 121 or more paid individual or group fitness training sessions conducted by Consultant during the month. The monthly flat fee shall be paid by the 15th of the month in which the fitness training sessions will be provided. In addition, Consultant shall be responsible to pay the District normal guest fees for any participant in the fitness training sessions who is not a resident of Meridian Ranch. Guest access to the Rec

Center hereunder shall be consistent with District rules for members bringing guests, excepting that the District Recreation Manager may approve additional guests at his sole discretion.

3. MARKETING: Consultant will provide at its own cost, business cards for display and distribution at the Rec Center. To the extent Consultant wishes to display any other advertising at the Rec Center (e.g. brochures, flyers, etc.), Consultant must obtain advanced approval from the District Recreation Manager. Consultant shall be solely responsible for the costs associated with any advertising material. Consultant may also participate in District community events as a form of marketing/advertising, with specific participation plans approved in advance by the District Recreation Manager.

4. AUTHORIZED REPRESENTATIVES: The officer assigned to administer the Services by Consultant is the only authorized representative to make decisions or commitments on behalf of Consultant. The only authorized representatives to make decisions or commitments on behalf of the District are Milton B. Gabrielski, District Board President; Jim Nikkel, District Manager; Ryan Kozlowski, District Recreation Manager; or an alternate designated in writing by one of the above.

5. TERM/COMMENCEMENT/USE OF SUBCONTRACTORS:

A. The Services called for hereunder shall commence only upon the full execution of this Agreement. This Agreement shall have a term of one (1) year, and shall renew automatically on the anniversary date of its signing for successive one (1) year terms absent either party giving notice of termination as set forth in Section 11 below.

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

C. It is not anticipated that the Consultant will require the subcontracted services of subcontractors in performing the Services under this Agreement. If, however it ends up that such subcontracted services are deemed necessary, then prior written approval from the District will be required if the Consultant desires to retain such subcontractors, and any agreement between the Consultant and any subcontractor shall state that the subcontractor is, at a minimum, subject to and bound by the terms and conditions set forth herein. The Consultant shall supervise any and all subcontractors in order to ensure that the subcontractors perform the Services consistent with sound professional practices and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, and shall provide additional oversight of the activities of the subcontractors in order to ensure that the subcontractors comply with and endeavor to incorporate all laws, regulations, codes, and standards applicable at the time the Services are performed.

6. INDEPENDENT CONTRACTOR: Consultant is an independent contractor as provided in Colorado Revised Statutes § 8-40-202(2)(b)(I)-(IV), as amended and nothing herein contained shall constitute or designate Consultant or any of its employees or agents as employees or agents of the District. The work performed by Consultant shall be at its sole cost, risk and

expense, and no part of the cost thereof shall be charged to the District. The District shall not be responsible for Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. Consultant shall at its sole cost and expense, and without increase in the contract price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; pay all taxes, sales taxes, use taxes and all federal and state taxes, insurance contributions for social security and unemployment which are measured by wages, salaries or other remunerations paid to Consultant's employees. Consultant is free to perform fitness training services for other customers at other facilities during the term of this Agreement, and the District is likewise free to engage other fitness trainers offering the same or similar services as Consultant during the term of this Agreement.

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

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

9. **INSURANCE:**

A. The Consultant shall obtain and maintain, at the Consultant's expense Workmen's Compensation and Employer's Liability, Comprehensive, General Liability, Automobile Liability, and Professional Liability, including errors and omissions in amounts and with carriers satisfactory to the District. Such policies shall contain limits of \$1million per occurrence and \$3million in the aggregate. Certificates of applicable insurance shall be provided to the District and the District shall be named as an additional insured on Consultant's policies of insurance.

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

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

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

B. **Mutual Protection Clauses:** The Consultant will require that all contractors, subcontractors, or others furnishing material, work, or other professional services in connection

with this Agreement agree to defend, protect, and indemnify the District and the Consultant and their respective officers, and employees, from and against any claims, losses, damages, expenses, injuries, and liabilities arising out of or in connection with their performance in connection with the Services.

11. TERMINATION: Either the District or the Consultant may terminate this Agreement at any time upon the giving of written notice to the other. Upon the giving of notice of termination, Consultant shall immediately suspend the performance of Services unless the District specifically agrees otherwise. Consultant shall pay to District any and all amounts owing hereunder immediately upon termination.

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

To the District:

Meridian Service Metropolitan District
11886 Stapleton Drive
Falcon, CO 80831
Attn: Jim Nikkel, General Manager with a copy to:

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

To the Consultant:
Kiley Draper
12769 Winding Glen Ln.
Falcon, CO 80831

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

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

The Consultant hereby certifies that it does not knowingly employ or contract with an illegal alien. The Consultant shall participate in either the E-Verify Employment Verification Program administered by the United States Department of Homeland Security ("E-Verify Program") or the State's Department Program established pursuant to C.R.S. 8-17.5-102(5)(c) to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. The Consultant shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

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

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

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

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

16. **NO THIRD PARTY RIGHTS**: This Agreement shall not create any rights or benefits to parties other than the District and the Consultant. No third party shall have the right to rely on the Consultant's opinions rendered in connection with the Services without the written consent of the Consultant and the third party's agreement to be bound to the same conditions and limitations as the District.

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

18. **NO WAIVER**: No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

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

20. **FORCE MAJEURE**: An event of "force majeure" occurs when an event beyond the control of the party claiming force majeure prevents such party from fulfilling its obligations. An event of force majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of force majeure, the obligations of the Consultant to perform the Services shall be suspended for the duration of the event of force majeure.

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

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

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

DISTRICT:

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

By: _____
President

CONSULTANT:

Kiley Draper

By:  _____
Kiley Draper



MAINTENANCE CONTRACT TERMS AND CONDITIONS

Customer:
Contact:
Address:
City: State: Zip:
Customer #: Contract #:
Phone: e-mail (billing)
e-mail (meter reminder)

Equipment Location Same
Customer:
Location:
Contact:
Address:
City: State: Zip:
Equip ID#: Phone:

Contract Duration
EFFECTIVE DATE
1 Year 2 Year 3 Year 4 Year 5 Year Other
RENEWAL DATE

Table with 10 columns: Model Number, Serial Number, Start Meter, Image Type, Monthly Quarterly Annually Allowable Images, Monthly Quarterly Annually Minimum Charge, Rate per Image, Annual Contract Begin Overage @ Meter, Overage Rate per Image, Total Price if Annual Contract.

Performance Protection activated if Minimum Charge elected.

INCLUDES: Labor Parts Supplies IT Support
IMPORTANT Initial installation of equipment includes 30 days of no charge IT support for network printing, faxing, and scanning.

EXCLUDES: Drum & Drum Blade Fuser Components Staples, Paper, Supplies freight costs
Developer Broken Hinges, Doors, Work Tables, Feed Trays, Paper Trays, Glass, ADF Trays
Toner Other

Minimum Charge, Rate per Image or Total Price Billed: Annually Monthly Quarterly
Overage Will Be Billed: Annually Monthly Quarterly

THIS AGREEMENT IS ACCEPTED BY AND BINDING ON AXIS BUSINESS TECHNOLOGIES ONLY AFTER SERVICE MANAGER APPROVAL. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, AND UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Your signature and/or your initial payment will indicate your acceptance of these terms and conditions. Do Not Pay From This Document.

I UNDERSTAND THAT A MAINTENANCE CONTRACT IS NOT REQUIRED FOR THE EQUIPMENT INDICATED
I UNDERSTAND THAT MAINTENANCE CHARGES ARE IN ADDITION TO ANY LEASE PAYMENTS REQUIRED ON EQUIPMENT.

Signature Date Printed Name

Customer Initials: If this box is checked, I understand that due to the age of the equipment covered in this agreement, Axis Business Technologies may no longer stock certain critical parts and/or parts may no longer be available from the manufacturer's parts vendors.



Axis Business Technologies Representative



Axis Business Technologies Manager Approval



MAINTENANCE CONTRACT TERMS AND CONDITIONS

For maintaining the walk-up copying/fax/duplicator/scanner or printer functionality of the equipment, Axis Business Technologies agrees to perform maintenance and service as recommended by manufacturer or deemed necessary by Axis Business Technologies in accordance with the following terms and conditions:

1) Axis Business Technologies will furnish all components as indicated on front side of this agreement to maintain the listed equipment in good working order necessitated by normal usage during Axis Business Technologies normal business hours of 8:00 AM. To 5:00 PM., Monday through Friday, exclusive of holidays.

2) The term of this agreement will be for the contract duration as indicated on front side of this agreement ~~and is subject to a price increase annually or every 12 months.~~ Annual price increases will not exceed 10% per year. Customer may notify Axis Business Technologies no less than 60 days but no more than 120 days (from Renewal Date) in writing via certified mail if they wish to cancel continued maintenance under this agreement. To protect the customer's interest in the equipment and to ensure no lapse of coverage, maintenance coverage will continue for the same duration of time as the original contract if no notification is received. Customer agrees to pay (Net 20 Days) the Monthly, Quarterly, or Annually Minimum Charge indicated on the front side of this agreement when billed for the duration of the contract. Additionally, customer agrees to pay (Net 20 Days) all overage charges based on the Monthly, Quarterly or Annually billing cycle indicated on the front side of this agreement when billed for the duration of the contract.

3) This agreement does not cover:

- a) Service necessitated by the malfunction of non-original manufacturer's attachments, parts, or supplies not authorized by Axis Business Technologies. In addition, any service necessitated by service performed by non-Axis Business Technologies employees.
- b) Repairs or cleaning necessitated by the improper installation of toner, developer, foreign agents, improperly stored Printheads, or dried ink Printheads.
- c) Exterior hardware including: door, covers, hinges, operation panel, stands, wheels, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged, unless otherwise noted on front side of this agreement.
- d) Exterior or add-on copy counting or monitoring devices (i.e. Hecon, Jamex, Abaddon, Copyguard, and Memo System).
- e) Major in-shop rebuilding for machines that have exceeded their manufacturer's recommended life.
- f) Circuit board failures and damage to electrical components which are attributed to electrical surges, brown outs (low voltage conditions), and bad power.
- g) Replacement or repair of any network configurations (settings) or devices not directly involved with the walk-up copying, fax process, or parallel/usb/ethernet printing from a laptop.(i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboards, network harnessing or NIC cards). Axis Business Technologies does provide a fee-based service for troubleshooting network functionality of your equipment as it pertains to your computer network or IT infrastructure.
- h) Installation of staples, toner, paper, waste bottles, or other end-user installable components. Freight costs for shipping of supplies.

4) Customer agrees to:

- a) Provide suitable electrical service, maintain proper environmental conditions, and use quality media (paper) as recommended and within manufacturer's equipment specifications.
- b) Pay for the special servicing that may be required to prepare the equipment for movement or to reinstall and adjust after a movement.
- c) Provide Axis Business Technologies with meter readings as needed and to accept estimated meter readings based on 1, 3, 6 or 12-month average usage history for billing purposes if a timely meter read is not obtained. Meter readings not received in a timely manner will be subject to a \$15 estimation charge. An image is defined as a single-sided legal-size page (8 1/2 x 14) or smaller unless otherwise noted.

5) Expenses incurred for supplies consumed or copies made in the course of service performed. Replenishment of such supplies is the sole responsibility of the Customer. Axis Business Technologies is not required to credit Customer's account for copies generated to properly perform maintenance services. Supplies provided to the Customer during the course of this agreement are the property of Axis Business Technologies and must be returned at the conclusion of this agreement. Failure to return supplies provided under this agreement will result in additional charges being assessed at the conclusion of this agreement. Additionally, Axis Business Technologies reserves the right to allocate the amount of supplies provided to customer under this agreement based on past usage history.

6) Axis Business Technologies is not responsible for delays of service due to any circumstance including, but not limited to, a manufacturer's non-availability of parts or supplies necessary to complete such service as described in this agreement. In addition, Axis Business Technologies is not responsible for delays in service due to Axis Business Technologies depletion of locally stocked parts or consumable supplies. Customer acknowledges they have the option to pay for next day shipping charges to ensure timely delivery of parts or supplies.

7) This agreement is non-transferable and non-refundable. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this agreement. Customer will still be responsible for the Monthly, Quarterly, or Annually minimum charges until Renewal date is reached.

8) Axis Business Technologies may withhold service or terminate this agreement if the customer fails to comply with any of the items and conditions of this agreement or acquires a past-due balance for any services rendered and/or products sold of more than 30 days from date of invoice, regardless of whether those charges are related to this Agreement or the equipment covered by this agreement.

9) If applicable, sales tax will be added to the Maintenance Agreement pricing. Customer acknowledges that for sales tax purposes, Axis Business Technologies may attribute a portion of the charges under this agreement as labor only charges and are therefore not subject to sales tax.

10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. Specifically, damage that can be reasonably assumed caused by Customer (intentionally or non-intentionally) will not be covered under this agreement.

11) Customer specifically agrees that no other representation, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied on in the making of this agreement.

12) This contract does not include a loaner provision in the event the equipment covered in this agreement experiences down time. However, Axis Business Technologies may provide loaner equipment for a nominal charge during this time per customer request.

13) Beyond the initial 30-day IT support after delivery, this contract does not provide for network print, network scan, or network fax troubleshooting as it pertains to your organization's network, network configuration, or application software unless selected on reverse side. These services are provided by Axis Business Technologies on a fee basis and must be authorized by your organization before an Axis Business Technologies' representative will troubleshoot the above listed problems on your computer network.

14) This contract does not provide for relocating equipment to a different location. Axis Business Technologies will relocate equipment for a fee.

15) Customer agrees to pay all attorney, court, and collection costs relating to Axisbt enforcement of collecting amounts owed under the terms of this contract.

16) In the event Customer's equipment cannot be properly maintained by Axis Business Technologies for any reason, Axis Business Technologies may discontinue service of the equipment, terminate this agreement, and refund the unused portion of the maintenance charge, if any, or give notice of its intention not to renew this agreement on Renewal Date. Thereafter, service will be available on a "Per Call" or time and material basis at Axis Business Technologies' then published rates.

Initials: _____ I acknowledge Additional Provisions Attached and agree to the Maintenance Contract Terms and Conditions.

ADDITIONAL PROVISIONS TO MAINTENANCE AGREEMENT:

a. Axis Business Technologies acknowledges and agrees that Customer is a political subdivision of the State of Colorado and, as such, (1) any and all financial obligations described herein are subject to annual budget and appropriations requirements, (2) neither Axis Business Technologies nor any of its subcontractors, if any, shall have lien rights against Customer, nor against any property lying within the boundaries of Customer in the event of nonpayment of any amount due under this Agreement, and (3) Customer is exempt from sales and use taxes, and it is Axis Business Technologies' responsibility to obtain and use the sales tax exemption number of Customer. Customer shall not reimburse Axis Business Technologies for sales or use taxes erroneously paid.

b. No elected official, director, officer, agent or employee of Customer shall be charged personally or held contractually liable by or to Axis Business Technologies under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

c. Nothing in this Agreement shall be construed as a waiver by Customer of the provisions and protections contained in the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time.

d. Axis Business Technologies shall not knowingly employ or contract with a worker without authorization to perform the work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with a worker without authorization to perform the work under this Agreement. Execution of this Agreement by Axis Business Technologies shall constitute a certification by Axis Business Technologies that it does not knowingly employ or contract with a worker without authorization. Axis Business Technologies agrees that it 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 Documents. The Contractor shall not utilize the E-Verify Program or the Department Program procedures to independently undertake pre-employment screening of job applicants.

i. Axis Business Technologies shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with a worker without authorization to perform any work under this Agreement. If Axis Business Technologies obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization Axis Business Technologies shall be required to:

(a) Notify the subcontractor and Customer within three (3) business days that Axis Business Technologies has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(b) Terminate the subcontract with the subcontractor if within three (3) business days of receiving notice from Axis Business Technologies, the subcontractor does not stop employing or contracting with the worker without authorization; except that Axis Business Technologies shall not terminate the contract with the subcontractor if during such three (3) business days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

ii. Axis Business Technologies shall comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.

iii. If Axis Business Technologies violates any provision of this Article VIII, Customer may terminate the Agreement immediately and Axis Business Technologies shall be liable to Customer for actual and consequential damages of Customer resulting from such termination and Customer shall report such violation by Axis Business Technologies to the Colorado Secretary of State, as required by law.



Retail Order Requisition Order

www.axisbt.com

Order Date: _____ Delivery Date: _____

Bill To: _____

Same **Ship To:** _____

Address _____ Suite _____

Address _____ Suite _____

City _____ ST _____ ZIP _____

City _____ ST _____ ZIP _____

Phone _____ Fax _____

Phone _____ Fax _____

Contact _____

Contact _____

Make/Model	Item Number	Serial Number	ID #	Meter	Status	Unit Price	Total
Trade-In						Subtotal	
						Misc./Trade-In	
						Subtotal	
						Tax	
						Shipping	
						<input type="checkbox"/> Balance Due	
						<input type="checkbox"/> See Lease	

Maintenance Contract Accepted
 Declined

Special Instructions

C.O.D. \$ _____
 Technician to install after delivery _____
 Received By _____
 Date Delivered _____

Office Use Only

Client Purchase Order # _____

X CUSTOMER AUTHORIZED APPROVAL TITLE DATE

THIS AGREEMENT IS ACCEPTED BY AND LEGALLY BINDING ON AXIS AND CUSTOMER ONLY AFTER AXIS MANAGEMENT APPROVAL. CUSTOMER ACKNOWLEDGES THEY ORDERED THE ABOVE LISTED EQUIPMENT, PRODUCTS, OR SERVICES, UNDERSTANDS THE EQUIPMENT SPECIFICATIONS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS ORDER FORM. ANY AND ALL ORAL AGREEMENTS HAVE BEEN NOTED IN THE SPECIAL INSTRUCTIONS. THE EQUIPMENT, PRODUCTS, OR SERVICES ORDERED SHALL NOT BE MODIFIED OR AMENDED EXCEPT IN WRITING DULY SIGNED BY THE CUSTOMER AND AXIS MANAGEMENT. YOUR SIGNATURE ABOVE IS EVIDENCE YOU HAVE RECEIVED ALL CORPORATE AUTHORITY REQUIRED TO ENTER INTO THIS PURCHASE. CUSTOMER AGREES TO RECEIVE DELIVERY OF THE ABOVE LISTED EQUIPMENT IN GOOD CONDITION AND REMIT PAYMENT ACCORDING TO THE TERMS OUTLINED WITHIN THIS ORDER FORM.

Payment: ___ Cash ___ Lease ___ Credit Card ___ Net 20 ___ Other

X _____
 AXIS ACCOUNT EXECUTIVE DATE

X _____
 AXIS MANAGEMENT APPROVAL DATE



Terms and Conditions

Payment Due

Payment is due in full on delivery of product or service according to terms indicated on front side.

Finance charges

Any payment not made when due will bear interest at 1 1/2% per month until paid. Axis reserves, and customer grants, a security interest in all described equipment or services to secure payment of the above purchase price. All attorneys' fees necessary for the collection of same will be at customer's expense.

Return and Warranty Policy

All reconditioned hardware products carry a 90 day warranty unless otherwise noted on the front of this form. All new products carry a specific manufacturer's limited warranty against manufacturing defects. Check manufacturer's warranty for specific details. Axis, as the authorized dealer, will perform manufacturer's warranty repairs at no charge for parts and labor. If we determine the problem is not covered under the manufacturer's warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis. All repairs and maintenance after the initial warranty period are solely the responsibility of the customer unless specifically covered in a valid maintenance agreement. Products with missing or altered serial numbers or ID numbers, or products for which Axis has not received payment will not be covered under warranty.

All hardware returns and replacement of such must be approved by officer of Axis and manufacturer technical representative. **Supply items or consumable components are not returnable unless the item is deemed defective.** Defects resulting from misuse, abuse, accident, negligence, mishandling, improper storage or exposure to inappropriate environments, and usage that is not in accordance with product instructions or within manufacturer specifications will not be replaced. Use of equipment outside of manufacturer's product specifications will not be covered under any warranty. **Use of non-recommended paper or media stock will not be covered under warranty or this agreement. Customer agrees to only use recommended paper weights and recommended media types.**

Axis Business Technologies reserves the right to determine if an item is defective. Any item deemed defective will be replaced with a non-defective item. All returns are subject to a 25% restocking fee. Under no circumstances will Axis provide a cash refund for any consumable or supply item regardless if the product has been unopened or opened.

IT Support

Installed multi-functional equipment will receive 30 days of free IT support from date of initial installation. **Multi-functional printing and scanning troubleshooting is limited to the equipment only, not network related issues.** IT related support and assistance beyond 30 days is available on an hourly fee basis. Such related support includes, but is not limited to: driver installation, scanning utility software, scan to e-mail/hard drive set-up, set-up functionality for a new computer, etc. Under no circumstances is IT support included as part of an annual maintenance agreement.

Customer's Initials _____ failure to initial is not an omission from the terms and conditions as stated.

Other:

By signing this Retail Order, I (customer) authorize and agree to the terms and condition as set forth; and I fully understand these terms and conditions. I understand that I am entering into a legally binding purchase under which Axis Business Technologies is obligated to provide the equipment, products, and/or services indicated on the front side in acceptable working condition. I (customer) agree to remit payment as indicated on front side once the equipment, products, and/or services have been properly delivered and meet our (customer) satisfaction.

Axis reserves the right to change these terms and conditions at any time.

These terms and conditions are subject to the laws of El Paso County, Colorado and you agree not only to be bound by them, but also agree to submit to the exclusive jurisdiction of the El Paso County, Colorado courts in connection with any dispute and that we have the right at our sole discretion to commence and pursue proceedings in alternative jurisdictions when deemed necessary or advised.





IN NO EVENT SHALL AXIS BUSINESS TECHNOLOGIES BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, LOSSES OR LIABILITIES, IN CONNECTION WITH YOUR USE OF THE PRODUCTS OR YOUR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, LOSS OF DATA, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

Date
Axis BT Rep

Company		Key Contact	
Address		IT Contact	On-Site <input type="checkbox"/>
City		IT Phone (____) _____ - _____ X	Off-Site <input type="checkbox"/>
State	Zip	IT Email	

MFP/Printer Model	<input type="checkbox"/> Fiery, int. <input type="checkbox"/> Fiery, ext. <input type="checkbox"/> Standard <input type="checkbox"/> non-Networked
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Power Requirements Refer to the **Spec and Install Guide** of your specific model for documented requirements

<input type="checkbox"/> 15A / 120V  NEMA: 5-15R Volts: 120V AC Amps: 15A	<input type="checkbox"/> 20A / 120V  NEMA: 5-20R Volts: 120V AC Amps: 20A	<input type="checkbox"/> 20A / 240V  NEMA: 6-20R Volts: 208-240V AC Amps: 20A	<input type="checkbox"/> 30A / 240V  NEMA: L6-30R Volts: 208-240V AC Amps: 30A
--	--	--	---

Axis Business Technologies recommends that products are sold with power filters which prolong equipment life and improve image output consistency.

Networking Acknowledgement

Axis Business Technologies will provide software and drivers for the equipment described in this document and will be responsible for installing said software on 5 workstations. Additional installations are chargeable. If the listed network configuration changes after the initial installation and those changes require Axis Business Technologies equipment to be re-configured, these services are chargeable. Axis Business Technologies may configure the device to provide automatic meter reads. Ultimately, the customer is responsible for providing a functional network and associated hardware for the system connectivity. Axis Business Technologies may require the assistance of the customer's network support staff, consultant, or contractor to complete the install. The customer is solely responsible for these costs. Any work or changes outside this scope of work may be subject to additional charges.

Initial _____ **I have read and acknowledge** the above information to be accurate and understand the required hardware and software needed for the installation on my leased/purchased Axis Business Technologies equipment.

Non-Networked Acknowledgement Initial _____

Customer chooses to NOT connect their Axis Business Technologies equipment to a network at this time. Or customer will self-provide all networking configuration. The customer understands that network installation may be performed by Axis Business Technologies at a later date as a chargeable service event.

Full Featured Scanning *Axis Business Technologies offers a wide range of scanning, document management, and workflow tools. Our Solutions Engineer will gladly help you choose the right tools under the right budget so you can maximize your MFP investment.*

Basic Scanning example, using an app to scan which uses a Twain Driver. Application must support MFP.

Notes: _____

Scan Options

Standard Scanning Complete ALL information related to each type of scanning requested.

<input type="checkbox"/> Scan to Email Mail Server details for internet based (ie: Gmail, Office365) and local (ie: Exchange).	
<input type="checkbox"/> Off-Site SMTP Server Address _____ <small>(ie. – smtp.comcast.net or smtp.gmail.com)</small>	<input type="checkbox"/> Account login _____ password _____ <small>(ie. – Login: anakin@yahoo.com Password: darkside)</small>
<input type="checkbox"/> Port _____ 587 is a common standard	<input type="checkbox"/> Secure _____ (ie: TLS, SSL, etc.)
<input type="checkbox"/> On-Site SMTP Server IP Address _____ <small>(ie. – 192.168.1.2)</small>	<input type="checkbox"/> Anonymous login <input type="checkbox"/> Dynamic login if using User Authentication via Active Directory <input type="checkbox"/> Static Authenticated login* _____ password _____
<input type="checkbox"/> Port _____ 25 is a common standard	
<input type="checkbox"/> LDAP Search Server IP Address _____ <input type="checkbox"/> Anonymous Login <input type="checkbox"/> Secure login* _____ password _____	LDAP Container Information DC= _____ DC= _____ O= _____ or CN= _____ OU= _____ O= _____

<input type="checkbox"/> Scan to User Box
--

<input type="checkbox"/> Scan to FTP Requires FTP Services or FTP Utility software on the destination PC or Server. Commonly used on Mac OS 10.8+ Will sub-folders be used within the FTP Root folder? <input type="checkbox"/> Yes ... Provide folder paths to installing technician. Static FTP Server (or host PC) IP Address _____ FTP Root folder location _____ <input type="checkbox"/> Anonymous login <input type="checkbox"/> Authenticated login ... FTP User ID _____ and Password _____ Select an FTP Service or Utility from below <input type="checkbox"/> <input type="checkbox"/> Windows IIS (Internet Information Services) must be enabled by customer on PC or Server prior to installation of MFP by Axis technician.

<input type="checkbox"/> Scan to PC Scans to a shared network folder on a PC or Server via SMB. Supported by Windows XP or newer and Mac OS 10.2 – 10.6. Include ALL information for each PC (extra charge for more than 3 PCs) you would like Axis to set up. Mac users may require a static IP address. <small>*Sensitive User IDs and Passwords must be available to the technician AT THE TIME OF INSTALL to avoid a chargeable return visit.</small>			
Computer Name OR Static IP Address <small>(ie. JonnysPC or 192.168.1.46)</small>	Shared Folder <small>(ie. Scans)</small>	Windows Login* <small>(ie. AchmedJones)</small>	Login Password*
	AND		AND
	AND		AND
	AND		AND

Faxing optional hardware may be required

<input type="checkbox"/> FoIP/VoIP dial tone over the network by your internet provider.	<input type="checkbox"/> Analog dial tone supplied by your "phone" company.
<input type="checkbox"/> Fax Forwarding Incoming faxes can be forwarded to ONE of the following destinations. <input type="checkbox"/> Email (if device is email enabled) _____@_____ <input type="checkbox"/> User Box on the MFP's own hard drive (if equipped) <input type="checkbox"/> Network Folder (see Scan to PC details above for examples)	

Print Options

Workstation Operating System(s) Please indicate quantity

<input type="checkbox"/> Win XP qty	<input type="checkbox"/> Win Vista qty	<input type="checkbox"/> Win 7 qty	<input type="checkbox"/> Win 8 qty	<input type="checkbox"/> Win 10 qty
<input type="checkbox"/> Unix/Linux: Describe		<input type="checkbox"/> Mac OSX version	qty	
		<input type="checkbox"/> 64-bit	<input type="checkbox"/> 32-bit	

Server OS(s) Please indicate Version/Service Pack where applicable. Important when print drivers will be shared to users from the Server.

<input type="checkbox"/> Win 2000	<input type="checkbox"/> Win 2003	<input type="checkbox"/> Win 2008	<input type="checkbox"/> Win 2012	<input type="checkbox"/> Win 2016
<input type="checkbox"/> AS/400	<input type="checkbox"/> Novell - describe:	<input type="checkbox"/> Unix/Linux - describe.		<input type="checkbox"/> Mac Server OS
<input type="checkbox"/> other		<input type="checkbox"/> NO SERVER , just computers on a network		

Network Environment Check all that apply

YES	NO		Ethernet
<input type="checkbox"/>	<input type="checkbox"/>	There are sufficient dedicated electrical outlets near the equipment (see page 1)	<input type="checkbox"/> 10Mb <input type="checkbox"/> 100Mb <input type="checkbox"/> 1000Mb
<input type="checkbox"/>	<input type="checkbox"/>	There are sufficient "live" network connections near the equipment	<input type="checkbox"/> Half <input type="checkbox"/> Full <input type="checkbox"/> Auto-Negotiate
<input type="checkbox"/>	<input type="checkbox"/>	There is a Cat 5/6 Network Cable for equipment on site (Axis does not supply)	<input type="checkbox"/> Other

Protocol

<input type="checkbox"/> Please configure our device exactly as follows: Use blank page if IPv6	<input type="checkbox"/> No IP Address Preference – Allow device to acquire its own address
Primary IP Address for MFP or Fiery _____	<input type="checkbox"/> USB Connection – may require hardware opt., most devices do not scan over USB
Secondary (if applies) IP Address for Engine _____	<input type="checkbox"/> Security Suite (McAfee, Norton, etc.)
Subnet Mask of your Company's network _____	<input type="checkbox"/> Network Firewall – If yes, provide Firewall Contact Person info
Default Gateway of your Company's network _____	
Primary DNS Server of your Company's network _____	
Secondary DNS Server of your Company's network _____	

Printing for Mac & Windows

<input type="checkbox"/> PCL 5/6	<input type="checkbox"/> PostScript - emulated (Adobe® requires hardware opt)	<input type="checkbox"/> XPS (Microsoft universal format)
<input type="checkbox"/> Universal PCL	<input type="checkbox"/> Universal PostScript (emulated)	<input type="checkbox"/> Fax driver
<i>PCL is most commonly used by general office applications like word processing, email, spreadsheets and web pages.</i>	<i>PostScript is most commonly used, and sometimes required by, graphics and drafting applications like InDesign and AutoCAD.</i>	<i>bizhubs equipped with a fax option have print drivers that allow users to fax from their desktop applications.</i>

Printing (from which applications...)

<input type="checkbox"/> Adobe Reader v.	<input type="checkbox"/> QuarkXPress v.	<input type="checkbox"/> MS Office v.	<input type="checkbox"/> _____ v.
<input type="checkbox"/> Adobe Acrobat Std/Pro v.	<input type="checkbox"/> QuickBooks v.	<input type="checkbox"/> MS Publisher v.	<input type="checkbox"/> _____ v.
<input type="checkbox"/> Adobe Illustrator v.	<input type="checkbox"/> CrystalReports v.	<input type="checkbox"/> CorelDRAW v.	
<input type="checkbox"/> Adobe InDesign v.	<input type="checkbox"/> CAD v.	<input type="checkbox"/> MS Visio v.	
<input type="checkbox"/> Adobe Photoshop v.	<input type="checkbox"/> Autodesk AutoCAD v.		

Account / User Codes Transfer of existing users / accounts from existing MFP (additional charges may apply)

Mobile Printing May require added cost options

Client Signature X	Printed or Typed Name
Client Title	Date
Axis Sales Rep X Matthew Thompson	Axis Systems Engineer X

Notes:

Agreement Number:



Lease Agreement

This Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you, your** and **lessee** mean you, our customer. The words **we, us, our** and the **lessor**, mean CIT Bank, a division of First-Citizens Bank & Trust Company.

Equipment Description

Quantity 1 Description Kyocera TASKalfa 4054ci

Equipment Address 10301 Angeles Rd. Peyton, CO, 80831

For additional equipment and accessories, attach addendum.
Equipment Supplier Name, Address and Phone:

End of Lease Purchase Option

If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.

Fair Market Value
 \$1.00 Purchase Option Other

Term and Lease

Lease Payment \$177.92 (plus taxes, if applicable)
Term (Months) 48
Payment Frequency Monthly

Variable Payment Schedule if applicable:
(Attach "Payment Schedule Addendum" if necessary)

 payments @ ; followed by payments @ followed by payments @ ; followed by payments @ ; followed by @

Payments are due in Arrears

The following additional payments are due on the date you sign this agreement:

One-time Documentation Fee \$75.00 Payable with First Invoice
Advanced Payment \$ due at Lease signing
(including taxes, if applicable)

If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: First-Citizens Bank & Trust Company
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature _____ Date Signed _____

Printed Name _____

Print Title _____

Lessee

Lessee Legal Name Meridian Service Metropolitan District

Lessee "Doing Business As" Name _____

Billing Street Address 10301 Angeles Rd.

Billing City, State, Zip Peyton, CO, 80831

Billing Contact Name & Phone No. 719-640-2589

Billing Contact e-mail address t.bagley@meridianservice.org

Lessee Phone Number (if different from above) _____

TERMS AND CONDITIONS BY SIGNING THIS LEASE:

(i) You acknowledge that you have read and understand the terms and conditions of this Lease including those on page 2 of this Lease; (ii) You agree that this Lease is a net lease that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Lease, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; (iv) you acknowledge that if this Lease is replacing an existing Lease the new Payment may include the balance of that existing lease and result in a greater aggregate cost to you; and (v) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

ELECTRONIC TRANSMISSION AND COUNTERPARTS. A fax or electronically transmitted signed version of this Lease, when received by us, shall be binding on you for all purposes as if originally signed. This Lease is not binding on us until we sign it. We may accept this Lease by signing, either manually or electronically. You agree that the only version of this Lease that is the original for all purposes is the version containing your fax or scanned signature and our signature. This Lease may be signed in counterparts each of which will be considered an original and all counterparts will be considered and constitute one and the same Lease. This Lease may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original; however we may request an original signature document.

LESSEE SIGNATURE

Meridian Service Metropolitan District

Lessee Legal Name

X _____ X _____
Authorized Signature Date Signed

X _____
Print Signer's Name

Print Signer's Title AND E-MAIL ADDRESS _____

Federal Tax ID Number _____

1. LEASE, DELIVERY AND ACCEPTANCE. You agree to lease the equipment described on the front of this lease agreement ("Lease") (collectively "Equipment") on the terms and conditions shown on the front and back of this lease. You agree to pay the Documentation Fee with your first Invoice and the Advanced Payment when you sign this Lease. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date any of the Equipment is delivered to you ("Inception Date"). The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance ("Commencement Date"). The first Lease Payment is due thirty (30) days after the date you accept the Equipment. If you accept the Equipment in accordance with this Section 1, the remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) specified by us. Each day between the Inception Date and the Commencement Date is an "Interim Rent Day". You shall pay us interim rent for each Interim Rent Day at 1/30th of the Lease Payment. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts) differs from the estimated Total Cash Price. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment, (but in no event greater than maximum rate allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. To the extent transferable, we transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a purchase contract.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You may move the Equipment within the continental United States to one of your business locations provided you give us written notification of the move within 30 days of the move, and you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. With our prior written consent, you agree that you will not take the Equipment out of service and will not permit a third party to pay or provide funds to pay the amounts due hereunder. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we direct you in our return authorization in as good condition as when you received it, except for ordinary wear and tear. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, shipping and other expenses; you will insure the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

4. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal, local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each Lease Payment or at the end of the lease term. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remit to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time.

7. TITLE; RECORDING. Unless you are given a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. However, if you are given a \$1.00 purchase option, you agree that this transaction is a lease intended for security and you grant us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. YOU AUTHORIZE US TO FILE FINANCING STATEMENTS COVERING THE EQUIPMENT.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, which will not be unreasonably withheld or delayed, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) if any of the Equipment is located at a host facility, a breach under the terms of your host agreement; (f) if a letter of credit has been issued in conjunction with this Lease, a non-renewal of such letter of credit; or (g) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in this Section 8.

9. REMEDIES: If a Default occurs, we may do one or more of the following (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of (1) the rate implicit in the Lease, or (2) 4% per year, plus (ii) past due interest at the rate of 18% per annum, plus (iii) all other amounts due and to become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages, trespass, or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease (including those attorney fees and costs incurred post-judgment). If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute a reasonable notice. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time.

10. FINANCE LEASE STATUS. You agree that this Lease will be considered a "finance lease" as that term is defined in Article 2A of the Uniform Commercial Code. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE, WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations, which we will remain responsible for. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us or the supplier.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default has occurred and is continuing under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes and if the purchase occurs after the rendition date for any personal property taxes on the Equipment you agree to pay us the estimated property tax based upon the prior year's actual property tax. Unless the Purchase Option price is \$1, you must give us at least 90 days but no more than 180 days written notice before the end of the initial lease term, or 30 days prior to the end of any renewal term, that you will either purchase or return the Equipment to us. If you do not give us such written notice or, having given such notice, if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for an initial 3 month renewal term and thereafter for successive one month terms unless a notice you give us the 30 day notice and either purchase or deliver the Equipment to us. Each month during such renewal term(s) the Lease Payment will remain the same. If your payment frequency is monthly your payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payments shall be the monthly equivalent of your periodic payment amount. We may cancel an automatic renewal term by sending you 10 days prior written notice. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's Fair Market Value as configured, in place, and installed. You agree that Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's Fair Market Value, the Fair Market Value will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to or in any manner arising from the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this Section 13 shall survive the termination of this Lease for Claims arising during the term of this Lease.

14. CREDIT INFORMATION; FINANCIAL STATEMENTS. YOU OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT NECESSARY. You agree to provide us copies of your balance sheet, income tax returns, and other financial statements. **The obligation hereunder is only to the extent allowed by applicable Colorado law for a public entity.**

15. SOFTWARE. The Products provided hereunder may include certain Equipment that you agree to use consistent with the underlying software license. You agree that the use of such Equipment enhances the value of the Products. You agree to not remove any software without our written consent. Except as expressly modified by this Section 15, all the terms and conditions of this Lease shall apply to the Software including, without limitation, Section 2.

16. DATA SECURITY. Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patents, that is stored, recorded, or in any way contained within or on the Equipment. Before the Equipment is returned to us or our agents, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. We have absolutely no responsibility to remove such data and disclaim any liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

17. MISCELLANEOUS. (a) Choice of Law. This Lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed, construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. **(b) Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. (c) Entire Agreement.** The Lease constitutes the entire agreement between you and us and supersedes all prior agreements. **(d) Enforceability.** If any provision of this Lease is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. **(e) Amendment.** This Lease may not be modified or amended except by a writing signed by you and us, either manually or electronically. You agree however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease, such as clerical matters, or correct typographical, immaterial, or obvious errors in this Lease provided that such change does not materially alter your obligations under this Lease. **(f) Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission, or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. **(g) Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any thereafter excess payment will be applied to the Lease. Payments in inverse order of maturity, and any remaining excess will be refunded to you. **(h) Prepayment.** Prepayment or early termination is not permitted except at such time and on such terms and conditions as Lessor may agree in writing. **(i) NSF.** We may also charge you \$25.00 for each returned check or if an ACH debit is not honored by your bank. **(j) Restrictive Endorsements.** You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Lease shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Lease. **(k) Purchase Orders.** You agree that any purchase orders issued by you in conjunction with this Lease are issued solely for your administrative purposes and no terms or conditions contained in the purchase order will change or modify the terms and conditions of this Lease.



3004 N. Nevada Avenue
Colorado Springs, CO 80907
p. 719.630.8600 CS
p. 719.543.8600 Pueblo

Equipment Returns

As a courtesy to our customers, Axis Business Technologies will temporarily store your leased equipment listed below that is nearing its end of term date(s). Additionally, since we are better equipped than most of our customers to ship the equipment back to the leasing company, we will assist you with the return of your equipment. **Please understand that your lease agreement is a legal document between you and your leasing company. It is your responsibility to ensure the equipment is returned to the leasing company as per the end of term requirements. Axis Business Technologies will assist you in this process. The steps that you must/should complete are listed in the order in which they normally occur:**

- 1) Date of lease termination for the equipment _____.
- 2) You (Customer) are responsible to send the letter of intent to terminate the lease as per your lease terms.
- 3) AxisBT has agreed to provide you (Customer) a check totaling \$_____ to be utilized by you (Customer) to make remaining payments of ___ months x \$_____ = \$_____).
- 4) You are responsible for any additional charges or payments required by your leasing company. These payments may include late fees, property tax, state tax, local tax, and additional remaining payments.
- 5) You must call your leasing company when last monthly payment has been made to obtain the end of term balance payoff.
- 6) You must submit remaining balance payoff and request return instructions once final balance payment has been received by your leasing company.
- 7) Once you have received the return instructions for the equipment, please provide these instructions to us. AxisBT will ship the equipment back to the designated location as per the return instructions.
- 8) You should confirm with your leasing company that the equipment has been received at the proper location and the returned equipment arrived in good working order.

At no time will Axis Business Technologies be held responsible for any damage(s) that may occur to the equipment listed below while in our possession or during shipping. Any and all late fees and damage fees imposed by your leasing company for failure to return equipment within the allotted time and in good working order is your responsibility.

If you wish to pre-pay for freight damage insurance _____ initial.

If you own the equipment, you authorize us to dispose of the equipment listed below _____ initial.

Make	Model	Serial No	Status
			<input type="checkbox"/> Return <input type="checkbox"/> Dispose
			<input type="checkbox"/> Return <input type="checkbox"/> Dispose

By my signature below, I acknowledge, understand, and accept the statements contained within this document, and I have corporate authority to agree to these statements.

Your Organization's Name

Your Signature

Your Printed Name

Date






Customer-

Main Contact-

Phone Number-

Email-
Name

Number/Email

IT Contact for customer if different from above:			
(To be filled out by sales)	<input checked="" type="checkbox"/> Meter contact for customer <input checked="" type="checkbox"/> Supplies contact for customer <input checked="" type="checkbox"/> Alternative contact at customer if primary unavailable?		
(To be filled out by installing tech)	<input checked="" type="checkbox"/> FM Audit <input checked="" type="checkbox"/> (Who is responsible at customer location for FMAudit running?) <input checked="" type="checkbox"/> FM Audit installed? <input checked="" type="checkbox"/> If Yes, what computer installed on? <input checked="" type="checkbox"/> If No, meter reads set up? <input checked="" type="checkbox"/> What is secondary option for meter if not FMAudit?	_____ Yes <input type="checkbox"/> Yes <input type="checkbox"/>	_____ No <input type="checkbox"/> No <input type="checkbox"/>
<input checked="" type="checkbox"/> Installing Technician			
 Verification: Ready To Proceed			
<input checked="" type="checkbox"/> Customer entered into FM Audit and assigned:		YES _____	NO _____
<input checked="" type="checkbox"/> Entered by- <input checked="" type="checkbox"/> Account on FMAudit managed and set up correctly?		YES _____	No _____

FM Audit disclaimer:

By signing below I recognize that the following holds true and has been discussed with me:

- FM Audit software will collect data from ALL print/copy equipment in our location, including Printers and copiers not under contract with Axis Business Technologies. This software collects information regarding data collection including meters and supply information. This information is available to Axis Business Technologies.
- FM Audit software does NOT collect any data from customer PC's, only from print/copy equipment
- FM Audit White paper has been offered to me.
- FM Audit must be running on a computer at customer location in order for Axis to receive information needed.

By checking this box we decline FM Audit in our location and will be responsible for giving meters to Axis in a timely fashion and in ordering supplies

Customer Signature: _____ Date: _____ Print Name: _____

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT
ADDRESS

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

For the Year Ended
12/31/21
or fiscal year ended:

CONTACT PERSON
PHONE
EMAIL
FAX

Sue Blair
(303) 381-4960
sblair@crsofcolorado.com
(303) 381-4961

PART 1 - CERTIFICATION OF PREPARER

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

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

Katya Arcia
Accountant
Community Resource Services of Colorado
7995 E. Prentice Ave., Suite 103E, Greenwood Village, CO 80111
(303) 381-4960
2/23/2022

PREPARER (SIGNATURE REQUIRED)

Katya Arcia

Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types

GOVERNMENTAL
(MODIFIED ACCRUAL BASIS)

PROPRIETARY
(CASH OR BUDGETARY BASIS)

PART 2 - REVENUE

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

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ 57,022	
2-2	Specific ownership	\$ 6,711	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ 47	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ -	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) TOTAL REVENUE	\$ 63,780	

PART 3 - EXPENDITURES/EXPENSES

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

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ -	
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ -	
3-7	Accounting and legal fees	\$ 4,959	
3-8	Repair and maintenance	\$ -	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Capital outlay	\$ -	
3-15	Utility operations	\$ -	
3-16	Culture and recreation	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):	\$ -	
3-24	County treasurer fees	\$ 858	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES	\$ 5,817	

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

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

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

*must tie to prior year ending balance

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

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

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

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ -	
5-2 Certificates of deposit	\$ -	
Total Cash Deposits		\$ -
Investments (if investment is a mutual fund, please list underlying investments):		
Colostrust	\$ 81,062	
	\$ -	
	\$ -	
	\$ -	
5-3 Total Investments		\$ 81,062
Total Cash and Investments		\$ 81,062

Please answer the following questions by marking in the appropriate boxes

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

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

PART 6 - CAPITAL ASSETS

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

Yes No

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

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

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

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

Yes No

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

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
TOTAL	\$ -
What is the monthly benefit paid for 20 years of service per retiree as of Jan 1?	\$ -

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

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

Yes No N/A

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

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

Governmental/Proprietary Fund Name	Total Appropriations By Fund
General Fund	\$ 9,633

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

Please answer the following question by marking in the appropriate box

Yes

No

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

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

If no, MUST explain:

PART 10 - GENERAL INFORMATION

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

Yes

No

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

10-1

If yes: Date of formation:

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

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

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

Financing and construction of infrastructure projects

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

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

Meridian Ranch Metropolitan District - Funding for infrastructure improvements

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

If yes: Date Filed:

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

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

Bond Redemption mills

	-
--	---

General/Other mills

	10.000
--	--------

Total mills

	10.000
--	--------

Please use this space to provide any explanations or comments:

PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box

YES

NO

12-1 If you plan to submit this form electronically, have you read the new Electronic Signature Policy?

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

Policy - Requirements

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

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

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

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

Print the names of ALL members of current governing body below.

A MAJORITY of the members of the governing body must complete and sign in the column below.

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