

**MERIDIAN SERVICE METROPOLITAN DISTRICT (MSMD)  
REGULAR MEETING AGENDA**

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
Butch Gabrielski	President	May 2027
Bill Gessner	Vice President	May 2027
Mike Fenton	Secretary	May 2027
Wayne Reorda	Asst. Secretary	May 2025
Tom Sauer	Treasurer	May 2025

**DATE:** Wednesday, April 2, 2025  
**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: [Join the meeting now](#) or by telephone by calling +1 872-242-8662 and using Phone Conference ID 784 501 755#.**

**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 March 5, 2025, Regular Board Meeting Minutes (enclosure) **Pages 3-6**
- F. Review and Approve March 25, 2025, Special Board Meeting Minutes (enclosure) **Page 7**

**II. FINANCIAL ITEMS:**

- A. Review and Accept Cash Position Summary and Unaudited Financial Statements (enclosure and/or distributed under separate cover) **Supplement**
- B. Review Tap Fee Report for Information Only (enclosure and/or distributed under separate cover) **Pages 8-9**
- C. Receive Finance Committee Report **Page 10-11**
- D. Review, Ratify and Approve Monthly Payment of Claims (enclosure and/or distributed under separate cover) **Pages 12-13**

**III. OPERATIONS & ENGINEERING ITEMS:**

- A. Information Items (No Action)
  1. MSMD Operations Reports – Recreation, Parks and Grounds, Water, Sewer (enclosure and/or handout) **Pages 14-17**
  2. MSMD Capital Project Reports – Fieldhouse **Page 18**
  3. Manager’s Verbal Report
- B. Action Items
  1. Consider and Approve Professional Service Agreement for Personal Training Services- Rob Davis **Pages 19-25**

**IV. DEVELOPER ITEMS:**

- A. Verbal Report from Construction Manager

**V. DIRECTOR ITEMS:**

A.

**VI. LEGAL ITEMS:**

- A. Enter into Executive Session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice regarding construction projects and contracts.
- B. Executive Session pursuant to C.R.S. 24-6-402(4)(e ) to develop negotiating positions with respect to amended Guthrie Water Lease.
- C. Enter into Executive Session pursuant to C.R.S. 24-6-402-4(b) to receive legal advice regarding MRMD IGA/termination issues.

**VII. ADJOURNMENT:**

**The next regular meeting of the Board is scheduled for Wednesday, May 7, 2025, at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.**

# RECORD OF PROCEEDINGS

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## MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MERIDIAN SERVICE METROPOLITAN DISTRICT (MSMD)

- Held:** March 5, 2025, 10:00 a.m., at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831
- Attendance:** The following Directors were in attendance:  
Butch Gabrielski, President  
Bill Gessner, Vice President  
Mike Fenton, Secretary  
Tom Sauer, Treasurer  
Wayne Reorda, Asst. Secretary
- Also present were:  
Jennette Coe; Meridian Service Metro District  
Carrie Billingsly; Meridian Service Metro District  
Beth Aldrich; Meridian Service Metro District  
Amy Emerson; Meridian Service Metro District  
Roberta Bolton; Meridian Service Metro District  
Russel Mills; Meridian Service Metro District  
Ryan Kozlowski; Meridian Service Metro District  
Aleks Myszkowski; Meridian Service Metro District  
Ron Fano; Spencer Fane  
Tom Kerby; Tech Builders  
Jim Strange; LKA Partners  
Tom Clemans; Art C. Klein  
Tonya Mohr; Resident  
Rebecca Cisneros Vallejo; Resident  
Adeline Wrenn; Resident
- Call to Order** A quorum of the Board was present, and the Directors confirmed their qualifications to serve. The meeting was called to order at 10:00 a.m.
- Disclosure Matter** Mr. Fano noted that written disclosures of the interest of all Directors have been filed with the Secretary of State.
- Approve Agenda** The Board reviewed the Agenda. A motion was made to amend the agenda to move Action Item III. B.1. to follow Administration Item I.F. The motion was seconded and approved by unanimous vote of Directors present.
- Visitor Comments** Tonya Mohr shared concerns about the two-week suspension of a basketball coach from the Recreation Center.
- Rebecca Cisneros's daughter was hit by a car in the neighborhood, and she asked the board to attempt to persuade El Paso County to make improvements/have more enforcement concerning speeding. Director Gabrielski explained that the Board has asked El Paso County for improvements in the past and that a traffic analysis study had

# RECORD OF PROCEEDINGS

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been done by El Paso County, but the streets within the District did not qualify for improvements. He encouraged the residents to submit complaints to El Paso County.

## **Approve Minutes**

The Board reviewed the February, 5, 2024, Board Minutes and a motion was made, and seconded to approve the minutes as presented. The motion was approved by a unanimous vote of Directors present.

## **Administrative**

Consider and Approve Revisions to the MSMD Employee Handbook: Ms. Emerson reviewed the changes in the Employee Handbook with the Board. A motion was made and seconded to accept the changes. The motion was approved by a unanimous vote of Directors present.

## **Action Items**

Consider and Approve Maximum Guaranteed Price Contract with Art C. Klein for Construction of the Meridian Office Building: Mr. Strange and Mr. Clemans gave a presentation of the office building. After discussion it was decided to table this item.

## **Financial Items**

Cash Position Summary and Financial Statements: Ms. Billingsly reviewed the cash position summary and monthly financial reports for January 2025. A motion was made and seconded to accept the cash position summary and financial statements as presented. The motion was approved by a unanimous vote of Directors present.

Review 2024 Tap Fee Report: Ms. Billingsly reviewed the February 2025 Tap Fee Report with the Board for information only.

Receive Finance Committee Report: Ms. Billingsly noted that the Finance Committee met on February 20, 2025, and gave a summary of the Finance Committee Report on page 63 of the packet. The December interim payments were reviewed and approved for payment by Director Reorda and Director Sauer.

Approval of Payment of Claims: Ms. Billingsly reviewed the updated claims presented for ratification and approval at this meeting:

Ratify: Interim Payments totaling \$241,583.20

Approval: Current Payments totaling \$1,274,404.84

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

Discussion of Payment Parameters for Finance Committee: After a discussion it was decided to keep the procedure the same, meaning there will be no cap on the Finance Committee, or the payment amount they can approve.

## **Operations & Engineering Items**

### Information Items:

#### MSMD Operations Reports:

- Mr. Mills presented the water, sewer, and drainage operation reports which included information from page 66 of the Board Packet.

# RECORD OF PROCEEDINGS

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- Mr. Myszkowski presented the parks and grounds report which included information from page 67 of the Board Packet.
- Mr. Kozlowski presented the Recreation Center Report to the Board which included information from pages 68 of the Board Packet. Mr. Kozlowski also noted:
  - The easter egg hunt will take place on April 19<sup>th</sup> at Longview Park.

MSMD Capital Project Reports – Fieldhouse: Mr. Koslowski gave an update on the Fieldhouse project which included information from page 69 of the Board Packet.

Managers Verbal Report: Ms. Coe provided status report on the following matters:

- The lease for the office in The Shops will be expiring on August 31<sup>st</sup> of this year. The developer has allowed us to extend the lease for two months with the understanding that by May, we will let them know if we need additional time.
- The pre-bid meeting for the equipping and housing for Latigo Wells 2 and 3 and houses for Wells 5, 7, and 8 was held on February 19<sup>th</sup>. The bid-opening will be tomorrow March 6<sup>th</sup>. We need Latigo 2 and 3 online as soon as possible to help with the increased summer water usage. It is likely that we will need to increase our budget for these items as they are turning out to cost more than we thought.

## Developer Items

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

- Sewer lines in Rolling Hills Ranch North Filing I have been completed.
- A portion of Rolling Hills Ranch North Filing I should be paved by this fall.

## Director Items

There were none.

## Legal Items

Enter into Executive Session pursuant to C.R.S. 24-6-402-4(e) to develop negotiation positions with respect to amended Guthrie Water Lease: A motion was made, seconded and approved by unanimous vote of Directors present to open an executive session pursuant to C.R.R. 24-6-402(4)(e) to develop negotiating positions with respect to amend Guthrie Water Lease. At the conclusion of the discussion in executive session a motion was made, seconded and approved by the unanimous vote of Directors present to close the executive session. No action was taken coming out of the executive session.

Enter into Executive Session pursuant to C.R.S. 24-6-402-4(b) to receive legal advice regarding letter of termination of IGA received from MRMD: A motion was made, seconded and approved by unanimous vote of Directors present to open an executive session pursuant to C.R.S. 24-6-402-4(b) to receive legal advice regarding letter of termination of IGA received from MRMD. Mr. Reorda recused himself from the executive session due to his position as a board member of Meridian Ranch Metropolitan District. At the conclusion of the discussion in the executive session a motion was made, seconded and approved by the unanimous vote of Directors present to close the executive session. No action was taken coming out of the executive session.

# RECORD OF PROCEEDINGS

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**Adjournment**

There being no further business to come before the Board, the President adjourned the meeting at 1:18 p.m.

The next regular meeting of the Board is scheduled for April 2, 2025, at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

Respectfully submitted,

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Secretary for the Meeting

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# RECORD OF PROCEEDINGS

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## MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE MERIDIAN SERVICE METROPOLITAN DISTRICT (MSMD)

**Held:** March 25, 2025, 10:00 a.m., at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831

**Attendance:** The following Directors were in attendance:  
Butch Gabrielski, President  
Bill Gessner, Vice President (via audio conference)  
Mike Fenton, Secretary  
Tom Sauer, Treasurer  
Wayne Reorda, Asst. Secretary

Also present were:  
Ron Fano; Spencer Fane

**Call to Order** A quorum of the Board was present, and the Directors confirmed their qualifications to serve. The meeting was called to order at 9:35 a.m.

**Legal Items** Enter into Executive Session pursuant to C.R.S. 24-6-402-4(b) to receive legal advice regarding District construction projects and contracts: A motion was made, seconded and approved by unanimous vote of Directors present to open an executive session pursuant to C.R.R. 24-6-402(4)(e). At the conclusion of the discussion in executive session a motion was made, seconded and approved by the unanimous vote of Directors present to close the executive session. Coming out of executive session a motion was made seconded and approved by unanimous vote of Directors present to direct staff to put on hold all work (both design and construction) on the District office building and maintenance building until further study is done and decisions are made by the Board in consultation with staff, the District Construction Manager and District Engineer.

**Adjournment** There being no further business to come before the Board, the President adjourned the meeting at 11:02 a.m.

The next regular meeting of the Board is scheduled for April 2, 2025, at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

Respectfully submitted,

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Secretary for the Meeting

**Meridian Service Metropolitan District  
2025 Tap Report**

Counts	Date	Tap Receipt No.	Service Address	Filing #	Lot #	Builder	Tap Amt Paid	Meter Amt Paid	Check No.	Monthly Tap Totals
1	1/10/2025	3944	13051 Monument Vista Dr	Rolling Hills Ranch 3	48	Campbell Homes, LLC	\$ 24,915.00	\$ 800.00	Epymnt/P25010902 - 6692074	<b>Homes Sales: 4 January - 7 Taps</b>
2	1/28/2025	3946	10830 Morning Hills Dr	Rolling Hills Ranch 2	490	Windsor Ridge Homes, LLC	\$ 24,915.00	\$ 800.00	Check #18476	
3	1/28/2025	3947	10822 Morning Hills Dr	Rolling Hills Ranch 2	491	Windsor Ridge Homes, LLC	\$ 24,915.00	\$ 800.00	Check #18476	
4	1/28/2025	3948	13108 Bluffpoint Dr	Rolling Hills Ranch 3	82	Windsor Ridge Homes, LLC	\$ 24,915.00	\$ 800.00	Check #18476	
5	1/28/2025	3949	11131 Rolling Ranch Dr	Rolling Hills Ranch 3	160	Windsor Ridge Homes, LLC	\$ 24,915.00	\$ 800.00	Check #18476	
6	1/24/2025	3950	13002 Highland Crest Dr	Estates at Rolling Hills Ranch 2	45	Campbell Homes, LLC	\$ 24,915.00	\$ 800.00	Epymnt/P25012302 - 9764802	
7	1/27/2025	3951	11348 Cypress Meadow Dr	Estates at Rolling Hills Ranch 2	40	Campbell Homes, LLC	\$ 24,915.00	\$ 800.00	Epymnt/P25012402 - 0131900	
8	2/5/2025	3952	10793 Foggy Bend Ln	Rolling Hills Ranch 2	406	Empire Colorado Homes LP	\$ 24,915.00	\$ 800.00	Wire/250205174372	<b>Homes Sales: 16 February - 10 Taps</b>
9	2/10/2025	3935	10753 Rolling Ranch Dr	Rolling Hills Ranch 2	478	Meritage Homes of CO, Inc	\$ 24,915.00	\$ 800.00	Wire/250210135783	
10	2/10/2025	3945	10763 Rolling Ranch Dr	Rolling Hills Ranch 2	479	Meritage Homes of CO, Inc	\$ 24,915.00	\$ 800.00	Wire/250210135783	
11	2/10/2025	3953	10783 Rolling Ranch Dr	Rolling Hills Ranch 2	480	Meritage Homes of CO, Inc	\$ 24,915.00	\$ 800.00	Wire/250210135783	
12	2/10/2025	3954	126629 Granite Ridge Dr	Stonebridge 4	41	Campbell Homes, LLC	\$ 24,915.00	\$ 800.00	Epymnt/P25020702 - 3334136	
13	2/7/2025	3955	13369 Crooked Hill Dr	Rolling Hills Ranch 3	130	Empire Colorado Homes LP	\$ 24,915.00	\$ 800.00	Wire/250207158477	
14	2/20/2025	3956	10889 Foggy Bend Ln	Rolling Hills Ranch 2	398	Empire Colorado Homes LP	\$ 24,915.00	\$ 800.00	Wire/250220123392	
15	2/20/2025	3957	10905 Evening Creek Dr	Rolling Hills Ranch 1	157	ZRH Construction	\$ 24,915.00	\$ 800.00	Epymnt/P25021902 - 6121376	
16	2/20/2025	3958	11005 Evening Creek Dr	Rolling Hills Ranch 3	56	ZRH Construction	\$ 24,915.00	\$ 800.00	Epymnt/P25021902 - 6121376	
17	2/20/2025	3959	11015 Evening Creek Dr	Rolling Hills Ranch 3	55	ZRH Construction	\$ 24,915.00	\$ 800.00	Epymnt/P25021902 - 6121376	
18	3/5/2025	3960	10724 Overlook Bluff Dr	Rolling Hills Ranch 2	412	ZRH Construction	\$ 24,915.00	\$ 800.00	Epymnt/P25030402 - 9170462	
19	3/11/2025	3961	10890 Foggy Bend Ln	Rolling Hills Ranch 2	397	Empire Colorado Homes LP	\$ 24,915.00	\$ 800.00	Wire/250311102057	
20	3/12/2025	3962	13467 Foggy Meadows Dr	Rolling Hills Ranch 2	489	Windsor Ridge Homes, LLC	\$ 24,915.00	\$ 800.00	Check #18574	
21	3/12/2025	3963	13459 Foggy Meadows Dr	Rolling Hills Ranch 2	488	Windsor Ridge Homes, LLC	\$ 24,915.00	\$ 800.00	Check #18574	
22	3/17/2025	3964	13471 Morning Ridge Dr	Rolling Hills Ranch 2	508	ZRH Construction	\$ 24,915.00	\$ 800.00	Epymnt/P25031402 - 2063581	
23	3/18/2025	3965	12630 Granite Ridge Dr	Stonebridge 4	102	Campbell Homes, LLC	\$ 24,915.00	\$ 800.00	Epymnt/P25031702 - 2386585	
24	3/21/2025	3966	13045 Highland Crest Dr	Estates at Rolling Hills Ranch 2	85	Campbell Homes, LLC	\$ 24,915.00	\$ 800.00	Epymnt/P25032002 - 3416636	
25	3/21/2025	3967	13128 Highland Crest Dr	Estates at Rolling Hills Ranch 2	59	Campbell Homes, LLC	\$ 24,915.00	\$ 800.00	Epymnt/P25032002 - 3416710	
<b>2025 Total</b>							<b>\$ 622,875.00</b>	<b>\$ 20,000.00</b>		



**Meridian Service Metropolitan District  
2025 Expired Tap Fees**

(Initial) Tap Purchase Date	Tap Receipt No.	Service Address	Builder	Tap Fee Paid At Time of Purchase	Meter Set Fee Paid At Time of Purchase	Additional Tap Fees Due (Per Current Fee Schedule)	Additional Meter Set Fee Due (Per Current Fee Schedule)	Date Paid	Total Additional Amount Collected Prior to Meter Set	
6/21/2023	3790	10919 Rolling Mesa Dr	ZRH Construction	\$ 21,500.00	\$ 700.00	\$ 3,415.00	\$ 100.00	1/29/2025	\$ 3,515.00	
6/21/2025	3796	10915 Evening Creek Dr	ZRH Construction	\$ 21,500.00	\$ 700.00	\$ 3,415.00	\$ 100.00	1/29/2025	\$ 3,515.00	<b>\$7,030.00</b>
										<b>\$0.00</b>
										<b>\$0.00</b>
<b>2025 Total</b>										<b>\$7,030.00</b>



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

**DATE:** March 20, 2025  
**TO:** MSMD Board of Directors  
**RE:** Finance Committee Report

On March 20, 2025 the Board's Finance Committee, Directors Gabrielski and Director Sauer, met with Jennette Coe, Interim General Manager, Carrie Billingsly, Financial Services Manager, and Roberta Bolton, Accounting Supervisor. Below is the Finance Committee Report, with a summary of items discussed at this meeting.

At the February board meeting, various financial items were discussed with additional insight and communications shared as part of the Finance Committee Meeting to include:

- Presentation and review of revisions to the payment register format to include additional details with the intention of improving transparency and verifying that fiscally responsible payment decisions are made as part of the necessary oversight of daily operations within the district.
- Following the decision to table the discussion of a construction contract for the Office Building, there were questions pertaining to the budget and costs associated with both the Fieldhouse and the Office Building. Of note:
  - The ancillary expenses that are not covered by the MRMD-SD Bond are approx. \$2.2 million. That the planned revenue needed to cover these items include:
    - Over \$1.1 million of interest that MRMD SD Project Fund has earned will be transferred to MSMD as revenue to pay for the FH.
    - \$800k is budgeted in 2025 to transfer from Other Capital to MRRC Capital.
    - Approx \$400k of FAWWA revenue will be used and was specifically not budgeted on the 2025 budget as we need to have the flexibility to record this income as contract revenue. Per Ron, once this is budgeted it must be used in that fund center. Not budgeting for it allows us to utilize the revenue as needed.
  - The Office Building was approved on the 2025 budget for \$1.3 Million.
    - Beginning in 2023, we opened an operations account in ColoTrust specifically so that we would earn interest rather than keep these funds in Wells Fargo not earning interest. We have earned over \$1.5 million in interest that has been slated to pay for the design and construction of the office building.
    - Interest earned in Jan. and Feb. alone is over \$146,000.

Date:  
Subject:  
Page no.: 2

- The Maintenance Building and storage yard are in the planning stages with \$100,000 approved on the budget in 2025 for this process.
  - Suggestions were made to go look at the ACGC Maintenance building to get a better idea of different, possibly more cost-effective options.
- We are already working on an Amendment to the 2025 budget for additional Capital projects.
- The FC Directors would like to see the updated Fieldhouse Summary sheet as soon as possible, and we plan to have it updated and ready as a handout for the April BOD.
- Cherokee Metro: Replacement plan and the Non-TDS capital expenses - we are in the process of setting up a meeting with Kevin Brown to continue the conversation.
  - Currently the sewer O&M & Non-TDS Capital items billed to us from Cherokee are the largest portion of the district's sewer expenses. We need to create new IGA that better defines how MSMD will be charged for expenses that CMD deems capital.
- The Finance Committee approved interim MSMD payments in the amount of \$243,621.46. Upon conclusion of the meeting, Finance Committee, the Directors instructed staff to add this to the Board's April 2025 agenda for ratification.

Submitted by:

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Milton B. Gabrielski, Finance Committee Chair

**Meridian Service Metropolitan District  
Vendor Payment Register Report - Summary  
Board Meeting - Payments to Ratify  
March 20, 2025**

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Amount</u>
03/20/25	ePayment	Add Staff	\$ 11,115.66
03/20/25	ePayment	Affordable Flags & Fireworks	\$ 540.00
03/20/25	ePayment	Aqueous Solution Inc.	\$ 2,369.35
03/20/25	ePayment	AsCrete Construction, Inc.	\$ 11,500.00
03/20/25	ePayment	Axis Business Technologies	\$ 360.06
03/20/25	Check	Badger Meter	\$ 799.68
03/20/25	ePayment	BailOut Window Cleaning	\$ 30.00
03/20/25	Check	Batteries Plus Bulbs	\$ 19.75
03/20/25	Check	Big O Tires	\$ 106.48
03/20/25	ePayment	Black Hills Energy	\$ 133.59
03/20/25	ePayment	Browns Hill Engineering & Controls, LLC	\$ 2,315.00
03/20/25	ePayment	Cherokee MD	\$ 47,982.45
03/20/25	Virtual Card	CiNTAS First Aid and Safety Division	\$ 3,676.78
03/20/25	Check	CIT-First Citizens Bank & Trust CO	\$ 177.92
03/20/25	ePayment	Club Automation, LLC	\$ 2,731.77
03/20/25	Check	Colorado Springs Winwater	\$ 7,098.34
03/20/25	Check	Comcast - MRRC	\$ 518.31
03/20/25	Check	Comcast - Office	\$ 320.68
03/20/25	ePayment	Core & Main LP	\$ 292.82
03/20/25	Check	CPS Distributors, Inc	\$ 993.79
03/20/25	ePayment	Craig's Power Equipment	\$ 1,336.48
03/20/25	ePayment	DBC Irrigation Supply	\$ 476.34
03/20/25	Virtual Card	EI Paso County Public Health Laboratory	\$ 230.00
03/20/25	Check	GTL Development Inc.	\$ 1,658.61
03/20/25	Check	Home Depot Credit Services	\$ 330.96
03/20/25	ePayment	ICIM Corporation dba HelloSpoke	\$ 890.10
03/20/25	ePayment	MEI Elevator Solutions	\$ 152.97
03/20/25	Virtual Card	Mug-A-Bug Pest Control	\$ 132.00
03/20/25	Check	MVEA	\$ 65,062.36
03/20/25	Virtual Card	O'Reilly Automotive	\$ 5.69
03/20/25	Check	OfficeScapes	\$ 3,325.00
03/20/25	Virtual Card	RLI Surety	\$ 250.00
03/20/25	Check	Shops at Meridian Ranch (Dorman)	\$ 4,805.59
03/20/25	ePayment	Starfish Aquatics Institute	\$ 170.00
03/20/25	Check	Tire King of Falcon	\$ 1,167.11
03/20/25	Check	Utility Maintenance and Inspections LLC	\$ 1,400.00
03/20/25	Check	Utility Notification Center of Colorado	\$ 347.44
03/20/25	ePayment	VTech Controller Technology, LLC	\$ 1,535.00
03/20/25	ePayment	Waste Management of Colorado Springs	\$ 1,205.65
03/20/25	Virtual Card	Whisler Industrial Supply	\$ 129.72
<b>Total Invoices</b>	<b>40</b>	<b>Bill.com Total Total</b>	<b>\$ 177,693.45</b>
03/03/25	ACH	Club Auto	491.37
03/11/25	ACH	Century Link FP	\$ 195.76
03/16/25	ACH	Verizon Cell	\$ 643.41
03/20/25	ACH	Divvy	\$ 9,062.35
03/20/25	#13412	Cherokee Metropolitan District	\$ 53,813.02
03/20/25	#13413	Cherokee Metropolitan District	\$ 1,722.10
<b># of Payments</b>	<b>46</b>	<b>Total Payment Amount</b>	<b>\$ 243,621.46</b>

**Meridian Service Metropolitan District  
Vendor Payment Register Report - Summary  
Board Meeting - Payments to Approve  
April 2, 2025**

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Amount</u>
04/02/25	ePayment	Add Staff	\$ 10,085.99
04/02/25	ePayment	Black Hills Energy	\$ 6,284.13
04/02/25	Virtual Card	BrightView Landscape Services Inc.	\$ 15,384.00
04/02/25	ePayment	Browns Hill Engineering & Controls, LLC	\$ 1,363.60
04/02/25	ePayment	Carlson, Hammond & Paddock, LLC	\$ 1,069.00
04/02/25	ePayment	CEBT	\$ 24,886.07
04/02/25	ePayment	Cherokee MD	\$ 39,682.74
04/02/25	Virtual Card	Cintas Fire 636525	\$ 357.00
04/02/25	Virtual Card	CiNTAS First Aid and Safety Division	\$ 1,223.40
04/02/25	Virtual Card	Colorado Analytical Lab	\$ 183.00
04/02/25	ePayment	CRS Community Resource Services	\$ 16,979.90
04/02/25	ePayment	CSU Colorado Springs Utilities	\$ 2,097.97
04/02/25	Check	El Paso County Treasurer	\$ 20.97
04/02/25	Check	Fitness Gallery	\$ 167.00
04/02/25	Check	Grainger	\$ 451.94
04/02/25	Virtual Card	Herc Rentals Inc.	\$ 1,191.37
04/02/25	Check	John Deere Financial	\$ 286.79
04/02/25	ePayment	Kyle Schroeder	\$ 200.00
04/02/25	ePayment	LKA Partners, Inc	\$ 30,165.78
04/02/25	ePayment	MEI Elevator Solutions	\$ 645.00
04/02/25	Check	Moore Engineering Inc	\$ 2,825.00
04/02/25	Virtual Card	Otten Johnson Robinson Neff+Ragonetti PC	\$ 3,289.50
04/02/25	Check	Pikes Peak Regional Building Dept	\$ 50.00
04/02/25	Check	Progressive Services, Inc.	\$ 2,939.50
04/02/25	Check	RESPEC (formerly JDS Hydro)	\$ 3,504.62
04/02/25	ePayment	Rob's Septic Service & Porta-Pot Rental	\$ 600.00
04/02/25	Check	Ross Electric-Enterprise, Inc.	\$ 18,700.00
04/02/25	ePayment	Spencer Fane LLP	\$ 8,364.50
04/02/25	Check	Streamline Software, Inc.	\$ 4,500.00
04/02/25	Check	Tech Builders Inc	\$ 13,839.00
04/02/25	Check	Tire King of Falcon	\$ 78.00
04/02/25	Check	VertiCloud Networks LLC	\$ 17,492.44
04/02/25	Check	Water Bear Irrigation	\$ 750.00
04/02/25	Check	WHMD Woodmen Hills Metropolitan District	\$ 11,593.35
<b>Total Invoices</b>	<b>34</b>		<b>\$ 241,251.56</b>

03/23/25	ACH	Verizon SCADA	\$ 249.68
03/31/25	ACH	Conoco	\$ 2,328.98
04/01/25	ACH	Century Link LS	\$ 254.52
04/02/25	#13414	Art C. Klein Construction	\$ 809,870.14
04/02/25	#13415	Cherokee Metropolitan District Non-TDS Capital	\$ 16,522.81
<b># of Payments</b>	<b>39</b>	<b>Total Payment Amount</b>	<b>\$1,070,477.69</b>

<u>Payroll Transactions</u>	<u>03/01/25-03/31/25</u>
BOD Payroll:	\$ 538.25
Bi-weekly Payroll:	\$ 242,114.29
Payroll & HR Services:	\$ 940.65
<b>Total:</b>	<b>\$ 243,593.19</b>

## MSMD Water/Wastewater Report March 2025

The updates I am providing you regarding our recent operations as part of our ongoing commitment to transparency and effective communication are as follows.

I am pleased to report that our water operations successfully completed the monthly Bac-T sampling for March without any issues. Additionally, our monthly meter reading and water usage assessment were conducted on March 28, 2025. Quarterly samples, including new PFAS tests, were collected on March 6 and received on March 21, 2025. The expansion of our filter plant is nearing its completion; GSE is currently addressing the pending punch list items and is expected to finish by next week. While testing and breaking in the filters have been completed, we are refining the programming and integrating the SCADA system into the new facility.

Furthermore, inspections of the infiltration gallery have also been completed, and water level logging data has been recorded. We took flow measurements on March 28, and monitoring continues. I am pleased to report that the Antler Creek reservoir is now full, and we have begun the process of transferring water.

On the wastewater operations front, staff has conducted weekly composite sampling and drop-offs to Cherokee. We are still awaiting responses from potential contractors regarding an assessment of our forced main.

Lastly, our collaboration with Frazee is progressing positively, with construction having commenced. They are nearing the completion of the first phase of sewer line installation, and the contractor at the field house is making significant progress on the utility work.

Thank you for your attention to these updates.

## Parks and Grounds

### Board Report

April 2025

We have been keeping up with the normal maintenance of the ponds trash clean up and drain clearing.

We converted the open space entrance off Winding Walk Dr. to rock and are planning on doing the other entrance down the street as well.

We did a lot of dirt work and erosion control at well site 9 and plan to do some landscaping to keep the erosion under control.

We are starting on getting backflows put back together and ready for Spring turn on of the irrigation.

I am working on getting a list of areas around property that we will be revamping and converting to rock, also a couple areas we are going to resod along Londonderry.

Also getting a list together of the trees we will be planting this year and where we are going to be placing them.

I will be coming up with a landscape design for the intersection of Rex and Meridian and will go out to bid. I will determine if this is something we may be able to do in house and save us a ton of money to put towards more trees or flower beds that we can rework.

We rented a woodchipper and got our pile of dead trees we removed over the last couple seasons chipped and cleared out.

Our Kubota's have been fixed under warranty and are now up and running as they should.

Pat held a great irrigation troubleshooting class for the guys on all the major things we come across here on site and it was very helpful for the guys.

Here in the next few weeks, we are going to start up the irrigation systems and fingers crossed not too many issues since we have been able to do some known repairs this winter and have kept up with the boring companies with our locates.

Alec is working on tuning up all our small engines and getting them working properly.

# MSMD Recreation Board Report

April 2, 2025

## Usage Numbers March 1-25, 2025

Total Attendance – 10734

Childcare attendance – 326

Group Ex – 980 Participants. 839 were members. \$557 from non-members.

Revenue collected - **\$23,399.51**

### Previous Usage Statistics:

	<u>Attendance</u>	<u>Childcare</u>	<u>Group Ex</u>	<u>Revenue</u>
<b>Mar - 24</b>	<b>12507</b>	<b>451</b>	<b>1166</b>	<b>19,900.74</b>
Jan - 25	13102	351	1087	19,034.46
Feb - 25	11764	332	937	12,129.49

### Monthly Recap:

Usage of the recreation in March remained constant, with an increase during the District 49 two week break. The aquatics facility and basketball court saw the largest increase in usage during this month.

### Department Updates:

Group Ex: Participation increased from the previous months, with a week of numbers not accounted for in this report. The department hosted a self defense class with great participation.

Aquatics: General usage of the pool greatly increased during the D49 spring break. The department hosted two separate ARC lifeguard courses with promising participants to apply for our pool attendant position. We expect to have 5 participants apply to come on staff.

Childcare: Everything in the department is going well. Usage remained consistent and Parent's Night Out went very well.

Sports: Youth basketball wrapped up with a great final day of games. Youth soccer registrations have been very strong, and the season kicks off the first week of April. Following Soccer, we will move into T-Ball and then Flag Football.



Maintenance: No major events to report. The department filled two open part time building technician positions to work under Tobi and ensure our in-house cleaning, and weekends are going smoothly. The building elevator and fire sprinkler inspections were completed and passed in March. We will begin our outdoor pool opening process at the end of April.

In April, we have one vendor market on the 19<sup>th</sup>, and our annual Easter Egg Hunt on the same day at Longview Park. Looking forward to May, we have our outdoor pool opening tentatively scheduled for May 24<sup>th</sup>.

## **MSMD Fieldhouse Update**

- Water line chlorination and testing by MSMD staff.
- Mason work nearing completion.
- Perimeter foundation drain in progress.
- PEMB columns and main framing members complete.
- Structural steel in progress on South side of building.
- Retaining wall foundation ready
- Completion date set for Oct 31, 2025

**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement entered into this 2nd day of April, 2025 by and between the MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (the "District") and Robert Davis Jr, (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 Robert Davis Jr. and desires to offer and provide such training at the Rec Center; and

WHEREAS, Consultant's managing member, Robert Davis Jr., 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 at the Rec Center. Participation in the fitness training will be fee-based, with consultant setting fees.

**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 on Robert Davis Jr. maintaining status as a member in good standing of the Rec Center in accordance with District rules. The 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 15<sup>th</sup> 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; Jennette Coe, 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: David A. Pelser, General Manager

with a copy to:

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

To the Consultant:  
Robert Davis Jr.  
12823 Scenic Walk Drive  
Peyton, 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.

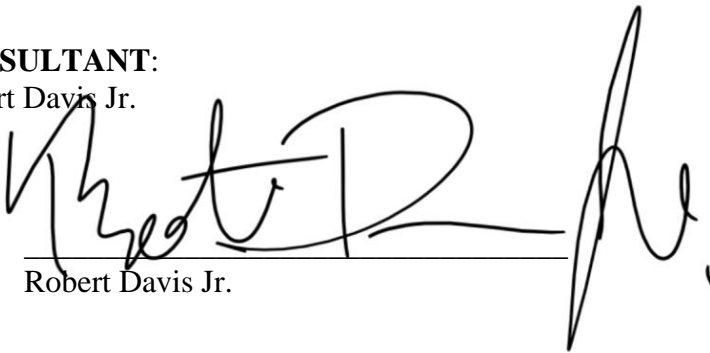
**DISTRICT:**

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

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

**CONSULTANT:**

Robert Davis Jr.

By:  \_\_\_\_\_  
Robert Davis Jr.