

**MERIDIAN SERVICE METROPOLITAN DISTRICT (MSMD)
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 2025
Bill Gessner	Asst. Secretary/Treasurer	May 2023
Mike Fenton	Asst. Secretary/Treasurer	May 2023
Tom Sauer	Asst. Secretary/Treasurer	May 2025

DATE: Wednesday, April 5, 2023

TIME: 10:30 a.m. or as soon thereafter as possible upon adjournment of the MRMD meeting

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: 527004531#

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 8, 2023, Regular Board Meeting (enclosure) ***Pages 3-6***

II. FINANCIAL ITEMS:

- A. Review and Accept Cash Position Summary and Unaudited Financial Statements (enclosure and/or distributed under separate cover) ***Pages 7-19***
- B. Review Tap Fee Report for Information Only (enclosure and/or distributed under separate cover) ***Pages 20-21***
- C. Receive Finance Committee Report ***Page 22***
- D. Review, Ratify and Approve Monthly Payment of Claims (enclosure and/or distributed under separate cover) ***Pages 23-24***

III. OPERATIONS & ENGINEERING ITEMS:

- A. Information Items (No Action)
 - 1. MSMD Operations Reports – Water, Sewer, Parks and Grounds, Recreation (enclosure and/or handout) ***Pages 25-27***
 - 2. Manager’s Verbal Report
- B. Action Items
 - 1. Consider and approve professional Service Agreement with LKA Partners for Field House Study \$23,900. ***Pages 28-38***

IV. DIRECTOR ITEMS:

V. LEGAL ITEMS:

VI. ADJOURNMENT:

The next regular meeting of the Boards is scheduled for Wednesday, May 3, 2023, at 10:30 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

RECORD OF PROCEEDINGS

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

Held: March 8, 2023, 10:30 a.m., or as soon thereafter as possible upon adjournment of the MRMD meeting at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

Attendance: The following Directors were in attendance:

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

Also present were:

Jim Nikkel; Meridian Service Metro District
Jennette Coe; Meridian Service Metro District
Beth Aldrich; Meridian Service Metro District
Braden McCrory; Meridian Service Metro District
Ryan Kozlowski; Meridian Service Metro District
Aleks Myszkowski; Meridian Service Metro District
Eileen Krauth; Meridian Service Metro District (via teleconference)
Lisa Mayers; Spencer Fane
Raul Guzman; Tech Builders (via teleconference)
Tom Kerby; Tech Builders
Travis Hanson; Resident
Ryan Hardin; Resident (via teleconference)

Call to Order A quorum of the Board was present, and the Directors confirmed their qualification to serve. The meeting was called to order at 10:30 a.m.

Disclosure Matter Ms. Mayers 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 Mr. Hanson asked the Board to consider changing the Recreation Center hours to open at 5:00 a.m. on weekdays and 7:00 a.m. on weekends.

RECORD OF PROCEEDINGS

After discussion with the Board, Mr. Nikkel requested that Mr. Kozlowski develop a cost analysis to gain more information and revisit at the April board meeting.

Mr. Hardin asked if it would be possible for residents to use the classrooms at the Recreation Center for floor work to alleviate overcrowding in the weightlifting area. Mr. Kozlowski explained that, because there are no video cameras in the classrooms on the lower level, it would not be safe to do so.

Approve Minutes

The Board reviewed the February 8, 2023 Board Minutes and a motion was made and seconded to approve the minutes as presented. The motion was approved by unanimous vote of Directors present.

Financial Items

Cash Position Summary and Financial Statements: Ms. Coe reviewed the cash position summary and monthly financial reports for January 2023. 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 2023 Tap Fee Report: Ms. Coe reviewed the February 2023 Tap Fee Report with the Board for information only.

Receive Finance Committee Report: Ms. Coe noted the Finance Committee met on February 23, 2023 and gave a summary of the Finance Committee Report on page 22 of the packet. The February Interim payments were reviewed and signed by Director Gabrielski and Director Sauer.

A motion was made and seconded to approve the Finance Committee Report and interim payments for ratification. The motion was approved by unanimous vote of Directors present.

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

Interim: Payments for ratification totaling \$189,270.25

MSMD: Payments totaling \$211,947.28

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

Operations & Engineering Items

Information Items:

MSMD Operations Reports:

- Mr. McCrory presented the water, sewer, parks and grounds, and drainage operation reports, which included information from pages 25 and 26 of the Board Packet. He noted the following:

RECORD OF PROCEEDINGS

- Some of the Water and Wastewater employees will be going to the Colorado Rural Water Conference in April.
- The new employee in Wastewater is doing well, and there will soon be a new employee hired for Parks and Grounds. There is one more position to be filled in the Parks and Grounds department and then we will be fully staffed.
- Landscape Endeavors is working on tree replacements. The trees will be warrantied for one year, and District staff will use the water trailer to water them until the irrigation is turned on.
- Mr. Kozlowski presented the Recreation Center report to the Board which included information from page 27 of the Board Packet. Mr. Kozlowski also noted:
 - The locker room remodel has gone out to Art C. Klein for a quote. Based on the price they submit; staff will decide whether family locker rooms can be included in the project.
 - Western Enterprise's contract for Falcon Freedom will be the same price as in 2022, and Falcon Freedom Days fireworks show will be held in the same location north of the high school.
 - Staff is in the process of procuring one more shade structure for the outdoor pool area.

The Board discussed changing the Rec Center hours to open at 5:00 am on weekdays and 7:00 am on weekends. Mr. Nikkel reiterated that Mr. Kozlowski should present a cost analysis report at the April board meeting.

A motion was made and seconded to accept the Western Enterprise contract in the amount of \$26,250.00. The motion was approved by unanimous vote of Directors present.

Manager's Verbal Report: Mr. Nikkel provided status reports on the following matters:

- Mr. Nikkel, Mr. Kozlowski, and Mr. Holt recently toured fieldhouse facilities in Parker and Aurora with representatives of LKA Partners Inc. to help define goals for the new fieldhouse project. The planning phase, including site review and design concepts, will come first, followed by the construction phase, which is planned to begin in 2024. One of the parcels being transferred from GTL Inc. to MSMD at today's meeting is the property where the new fieldhouse will be located.
- The contractor working on the relining of the water tank is making progress and the project is looking great.

RECORD OF PROCEEDINGS

Action Items:

1. Consider and Accept Ownership Transfer of Certain Parcels in Rolling Hills Ranch Filings 1,2 and 3 from GTL Inc. to MSMD: A motion was made and seconded to accept ownership of the parcels in Rolling Hills Ranch filings 1, 2 and 3. The motion was approved by unanimous vote of Directors present.

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 11:24 a.m.

The next regular meeting of the Board is scheduled for April 5, 2023 at 10:30 a.m. or as soon thereafter as possible upon adjournment of the MRMD meeting, at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

Respectfully submitted,

Secretary for the Meeting

MERIDIAN SERVICE METROPOLITAN DISTRICT
CASH POSITION SUMMARY
For the Period Ended February 28, 2023
Adjusted as of March 30, 2023

	CHECKING Wells Fargo	PETTY CASH	Operating COLOTRUST
Account Activity Item Description			
Cash balance at end of period	\$ 749,281	\$ 386	\$ 1,569,763
March activity:			
Utility billing from residents	556,926	-	-
Recreation Center Program Fees	16,613	-	-
Tap fees and meter fees (In)	165,095	-	-
Tap fees transferred to MRMD (Out)	(72,500)	-	-
El Paso County Collection of Delinquent Accounts	520	-	-
Transfer from Meridian Ranch - CTF	18,449	-	-
AT&T, Falcon Freedom Days and reimbursements	22,760	-	-
Payroll	(185,811)	-	-
Transfers between Bank Accounts	(18,449)	-	-
Transfer to Zions for BoSJ Loan Fund	(39,721)	-	-
March checks and payments			
Operations incl. interim payments	(449,978)	-	-
Interest, fees and returned checks	(2,284)	-	-
Sub-total	760,901	386	1,569,763
April 5th payment Estimate	(200,000)	-	-
Adjusted balance	\$ 560,901	\$ 386	\$ 1,569,763
Less restricted funds as of March 31, 2023:			
Conservation Trust Funds	(18,449)	-	-
5% Reserve Fund	-	-	(58,620)
Capital Project Funds	-	-	(60,534)
Rate Stabilization Fund	-	-	(20,449)
Capital CWF Debt Reserves	-	-	(185,193)
Water Loan Reserves	(62,500)	-	-
Adjusted Unrestricted Balance	\$ 479,952	\$ 386	\$ 1,244,968
Unrestricted Cash Balance	\$1,725,306		

MERIDIAN SERVICE METROPOLITAN DISTRICT
CASH POSITION RECONCILED TO GENERAL LEDGER
CASH POSITION SUMMARY
For the Period Ended February 28, 2023
Adjusted as of March 30, 2023

Account Activity Item Description	Wells Fargo Operating Checking	Petty Cash	COLOTRUST INVESTMENTS							Bank of San Juan Loan Funds	Zions Bank Loan & Reserve Fund	TOTAL ALL ACCOUNTS
			Operating Funds	Conservation Trust Funds	5% Reserve	Capital Project Funds	Rate Stabilization Funds	CVF Reserves	Water Loan Reserves			
Cash balance at end of period	749,281	386	1,569,763	116	2,340,839	8,150,852	636,775	1,417,633	125,000	125,034	110,168	15,225,848
March activity:												
Utility billing from residents	556,926	-	-	-	-	-	-	-	-	-	-	556,926
Recreation Center Program Fees	16,613	-	-	-	-	-	-	-	-	-	-	16,613
Tap fees and meter fees (In)	165,095	-	-	-	-	-	-	-	-	-	-	165,095
Tap fees transferred to MRMD (Out)	(72,500)	-	-	-	-	-	-	-	-	-	-	(72,500)
El Paso County Collection of Delinquent Accounts	520	-	-	-	-	-	-	-	-	-	-	520
Transfer from Meridian Ranch - CTF	18,449	-	-	-	-	-	-	-	-	-	-	18,449
AT&T, Falcon Freedom Days and reimbursements	22,760	-	-	-	-	-	-	-	-	-	-	22,760
Payroll	(185,811)	-	-	-	-	-	-	-	-	-	-	(185,811)
Transfers between Bank Accounts	(18,449)	-	-	18,449	-	-	-	-	-	-	-	(0)
Transfer from MRMD - IGA	-	-	-	-	-	4,500,000	-	-	-	-	-	4,500,000
Transfer to Zions for BoSJ Loan Fund	(39,721)	-	-	-	-	-	-	-	-	-	39,721	-
March checks and payments												
Operations incl. interim payments	(449,978)	-	-	-	-	-	-	-	-	-	-	(449,978)
Interest, fees and returned checks	(2,284)	-	-	-	-	-	-	-	-	-	-	(2,284)
Sub-total	760,901	386	1,569,763	18,565	2,340,839	12,650,852	636,775	1,417,633	125,000	125,034	149,889	19,795,638
April 5th payment Estimate	(200,000)	-	-	-	-	-	-	-	-	-	-	(200,000)
Adjusted balance	560,901	386	1,569,763	18,565	2,340,839	12,650,852	636,775	1,417,633	125,000	125,034	149,889	19,595,638
Less restricted funds as of March 31, 2023:												
Conservation Trust Funds	(18,449)	-	-	(18,565)	-	-	-	-	-	-	-	(37,014)
5% Reserve Fund	-	-	(58,620)	-	(2,340,839)	-	-	-	-	-	-	(2,399,459)
Capital Project Funds	-	-	(60,534)	-	-	(12,650,852)	-	-	-	-	-	(12,711,386)
Rate Stabilization Fund	-	-	(20,449)	-	-	-	(636,775)	-	-	-	-	(657,224)
Capital CVF Debt Reserves	-	-	(185,193)	-	-	-	-	(1,417,633)	-	(125,034)	(149,889)	(1,877,749)
Water Loan Reserves	(62,500)	-	-	-	-	-	-	-	(125,000)	-	-	(187,500)
Unrestricted cash balance	\$ 479,952	\$ 386	\$ 1,244,968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,725,306

†ment accounts can be used for extraordinary expenditures.

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
SUMMARY OF ALL FUNDS
For the One Month and Two Months Ended February 28, 2023

	Month of Feb 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (16.7% YTD)
REVENUES					
General Revenue - Fund 10	\$3,106	\$4,659	\$368,650	(\$363,991)	1.3%
Parks/Grounds Revenue - Fund 15	125,599	250,955	1,462,350	(1,211,395)	17.2%
Rec Center Revenue - Fund 16	211,681	428,146	2,523,280	(2,095,134)	17.0%
Water Revenue - Fund 40	265,905	522,719	3,748,980	(3,226,261)	13.9%
Sewer Revenue - Fund 50	202,879	394,669	2,236,440	(1,841,771)	17.6%
Billing Fees	6,405	14,647	72,000	(57,353)	20.3%
Clean Water Surcharge	39,721	79,353	483,720	(404,367)	16.4%
Grant Revenue	-	-	58,000	(58,000)	-
Development Inspection Fees	-	-	32,700	(32,700)	-
Interest Income	49,222	97,209	-	97,209	-
Miscellaneous Income	1,439	1,439	150	1,289	959.4%
Debt Forgiveness	-	-	880,000	(880,000)	-
TOTAL REVENUES	905,956	1,793,797	11,866,270	(10,072,473)	15.1%
EXPENSES					
Fund & General Expenses					
General & Admin. Expense	50,247	86,084	780,370	(694,286)	11.0%
Personnel Expenses	193,595	348,895	2,557,010	(2,208,115)	13.6%
Parks/Grounds Expense - Fund 15	11,092	24,059	709,000	(684,941)	3.4%
MRRC Expense - Fund 16	36,825	95,738	426,000	(330,262)	22.5%
Water Expense - Fund 40	24,239	55,155	851,250	(796,095)	6.5%
Sewer Expense - Fund 50	37,877	74,269	1,797,050	(1,722,781)	4.1%
General Operating Expenses	89,641	110,645	1,277,981	(1,167,336)	8.7%
TOTAL Fund & General Expenses	443,515	794,844	8,398,661	(7,603,817)	9.5%
Capital Expenses					
Capital Expense - Other	-	-	200,000	(200,000)	-
Capital Expense P&G Fund 15	1,869	304,098	364,722	(60,624)	83.4%
Capital Expense MRRC Fund 16	-	-	1,900,000	(1,900,000)	-
Capital Expense Water Fund 40	102,937	176,092	9,040,000	(8,863,908)	1.9%
Capital Expense Sewer Fund 50	18,323	57,443	1,502,000	(1,444,557)	3.8%
Capital Interest Expense	-	-	94,800	(94,800)	-
TOTAL Capital Expenses	123,129	537,633	13,101,522	(12,563,889)	4.1%
TOTAL EXPENSES	566,645	1,332,477	21,500,183	(20,167,706)	6.2%
EXCESS REVENUES OVER (UNDER) EXPENSES	339,312	461,320	(9,633,913)	10,095,233	
Other Financing Sources (Uses)					
Tap Fees Received	93,000	182,500	2,150,000	(1,967,500)	8.5%
Tap Fees Transferred to MRMD	(41,000)	(71,000)	(1,000,000)	929,000	7.1%
Transfer from (to) MRMD	-	-	4,500,000	(4,500,000)	-
IGA Revenue 2018 Subdistrict	-	-	1,900,000	(1,900,000)	-
Gain/Loss on Asset Disposal	-	(552)	-	(552)	-
Contributions to Other Gov'ts	-	-	709,992	(709,992)	-
Developer Advances	-	-	(1,760,000)	1,760,000	-
Transfer from (to) Other Funds	(95,850)	(191,500)	(1,150,000)	958,500	16.7%
Emergency Reserve (5%)	25,000	50,000	300,000	(250,000)	16.7%
Water Loan Reserve	62,500	125,000	750,000	(625,000)	16.7%
Rate Stabilization Reserve	8,350	16,500	100,000	(83,500)	16.5%
TOTAL Other Financing Sources (Uses)	52,000	110,948	6,499,992	(6,389,044)	1.7%
NET CHANGE IN FUND BALANCE	\$391,312	\$572,268	(\$3,133,921)	\$3,706,189	
BEGINNING FUND BALANCE**		13,654,763			
ENDING FUND BALANCE		<u>\$14,227,031</u>			
Operating Fund Balance		1,394,253			
Capital Project Fund Balance		9,676,513			
Emergency Reserve Fund Balance 5%		2,379,765			
Water Loan Reserves		125,000			
Rate Stabilization Fund Balance		651,500			
Total Fund Balance		<u>\$14,227,031</u>			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
General Fund
For the One Month and Two Months Ended February 28, 2023

	Month of Feb 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (16.7% YTD)
REVENUES					
IGA - Meridian Ranch	-	-	\$350,000	(\$350,000)	-
AT&T Lease	3,106	4,659	18,650	(13,991)	25.0%
Interest Income	17,170	30,797	-	30,797	-
Miscellaneous Income	-	-	150	(150)	-
TOTAL REVENUES	20,276	35,455	368,800	(333,345)	9.6%
EXPENSES					
Accounting	-	-	1,000	(1,000)	-
Audit	-	-	24,000	(24,000)	-
Payroll & HR Services	4,589	7,241	63,720	(56,479)	11.4%
Election Expense	-	-	6,000	(6,000)	-
Engineering/Consulting	136	402	2,000	(1,598)	20.1%
Legal	3,702	3,702	80,000	(76,298)	4.6%
Personnel Expenses	2,063	3,529	33,400	(29,871)	10.6%
Copier - Contract Expenses	-	294	1,000	(706)	29.4%
IT/Computer/Software	33	3,633	10,000	(6,367)	36.3%
Rent - Shared	4,145	8,290	50,200	(41,910)	16.5%
Telephone & Internet	890	1,927	12,120	(10,193)	15.9%
Utilities	354	354	3,780	(3,426)	9.4%
Repairs & Maint - Office	285	540	5,400	(4,860)	10.0%
Supplies	(42)	114	5,500	(5,386)	2.1%
Licenses,Certs & Memberships	4	615	3,500	(2,885)	17.6%
Insurance	439	880	5,400	(4,520)	16.3%
Public Information	-	-	500	(500)	-
Meals & Entertainment	58	151	8,000	(7,849)	1.9%
Miscellaneous Expense	-	5	1,000	(995)	0.5%
2018 Subdistrict Expense - IGA	-	-	30,000	(30,000)	-
Vehicle, Equipment & Travel	217	378	6,700	(6,322)	5.6%
TABOR Emergency Reserve 3%	-	-	11,060	(11,060)	-
TOTAL EXPENSES	16,873	32,057	364,280	(332,223)	8.8%
NET CHANGE IN FUND BALANCE	\$3,402	\$3,399	\$4,520	(\$1,121)	
BEGINNING FUND BALANCE**		117,064			
ENDING FUND BALANCE		<u>\$120,463</u>			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
Parks & Grounds Fund
For the One Month and Two Months Ended February 28, 2023

	Month of Feb 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (16.7% YTD)
REVENUES					
Parks & Grounds Fees	\$105,357	\$210,510	\$1,224,640	(\$1,014,130)	17.2%
Street Lighting Fees	20,242	40,445	237,710	(197,265)	17.0%
Billing Fees	1,601	3,858	18,000	(14,142)	21.4%
Grant Revenue	-	-	58,000	(58,000)	-
Interest Income	0	116	-	116	-
Miscellaneous Income	1,439	1,439	-	1,439	-
TOTAL REVENUES	128,640	256,368	1,538,350	(1,281,982)	16.7%
EXPENSES					
General & Admin. Expense					
Accounting	-	-	1,000	(1,000)	-
Customer Billing Services	2,279	2,279	26,400	(24,121)	8.6%
Engineering/Consulting	521	1,536	7,700	(6,164)	19.9%
Legal	-	-	2,500	(2,500)	-
Personnel Expenses	14,504	28,090	257,880	(229,790)	10.9%
General Operations - Admin	839	1,835	20,600	(18,765)	8.9%
TOTAL General & Admin. Expense	18,143	33,739	316,080	(282,341)	10.7%
Operating Expense					
Landscape Repair & Maint.	10,022	21,390	646,500	(625,110)	3.3%
Hardscape Repair & Maint.	-	565	26,000	(25,435)	2.2%
Park Maint.	1,069	2,104	26,500	(24,396)	7.9%
Pond Maint.	-	-	10,000	(10,000)	-
Utilities	15,763	15,850	201,300	(185,450)	7.9%
Insurance	1,834	3,509	18,100	(14,591)	19.4%
Vandalism Cost of Repairs	-	-	1,000	(1,000)	-
Vehicle, Equipment & Travel	2,015	2,783	18,500	(15,718)	15.0%
TOTAL Operating Expense	30,704	46,200	947,900	(901,700)	4.9%
TOTAL EXPENSES	48,847	79,939	1,263,980	(1,184,041)	6.3%
EXCESS REVENUES OVER (UNDER) EXPENSES	79,793	176,429	274,370	(97,941)	
Other Financing Sources (Uses)					
Transfer from (to) Capital	(1,869)	(296,376)	(327,000)	30,624	90.6%
TOTAL Other Financing Sources (Uses)	(1,869)	(296,376)	(327,000)	30,624	90.6%
NET CHANGE IN FUND BALANCE	\$77,923	(\$119,947)	(\$52,630)	(\$67,317)	
BEGINNING FUND BALANCE**		263,213			
ENDING FUND BALANCE		<u><u>\$143,266</u></u>			
Operating Fund Balance		(11,738)			
Emergency Reserve Fund Balance 5%		145,004			
Rate Stabilization Fund Balance		<u>10,000</u>			
Total Fund Balance		\$143,266			

**Per Budget

Management Purposes Only

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Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
Recreation Center Fund
For the One Month and Two Months Ended February 28, 2023

	Month of Feb 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (16.7% YTD)
REVENUES					
Recreation Center Service Fees	\$199,866	\$399,336	\$2,387,780	(\$1,988,444)	16.7%
Fee Based Programming	11,173	27,816	119,000	(91,184)	23.4%
MRRC Concession Sales	212	212	1,500	(1,288)	14.1%
Falcon Freedom Days Revenue	-	-	11,000	(11,000)	-
Advertising Fees	430	783	4,000	(3,217)	19.6%
Billing Fees	1,601	3,794	18,000	(14,206)	21.1%
TOTAL REVENUES	213,282	431,940	2,541,280	(2,109,340)	17.0%
EXPENSES					
General & Admin. Expense					
Accounting	-	-	1,000	(1,000)	-
Customer Billing Services	3,749	3,749	37,800	(34,051)	9.9%
Engineering/Consulting	857	2,525	10,000	(7,475)	25.2%
Legal	-	-	1,000	(1,000)	-
Personnel Expenses	95,951	173,212	1,265,730	(1,092,518)	13.7%
General Operations - Admin	3,488	8,118	59,000	(50,882)	13.8%
TOTAL General & Admin. Expense	104,045	187,603	1,374,530	(1,186,927)	13.6%
Operating Expense					
Programming Supplies	8,807	17,455	72,000	(54,545)	24.2%
Building Maint.	12,244	51,840	157,000	(105,160)	33.0%
Grounds Maint.	-	251	2,000	(1,749)	12.6%
Pool Maint.	5,055	13,938	76,000	(62,062)	18.3%
MRRC Security	950	950	14,000	(13,050)	6.8%
Exercise Equip. & Furn.-Replace	9,743	11,193	55,000	(43,807)	20.4%
MR Community Events	26	111	15,000	(14,889)	0.7%
Falcon Freedom Days Expenses	-	-	35,000	(35,000)	-
Utilities	22,132	23,794	232,416	(208,622)	10.2%
Insurance	2,759	5,514	31,725	(26,211)	17.4%
Vehicle, Equipment & Travel	(5)	(9)	6,500	(6,509)	
TOTAL Operating Expense	61,710	125,036	696,641	(571,605)	17.9%
TOTAL EXPENSES	165,755	312,639	2,071,171	(1,758,532)	15.1%
EXCESS REVENUES OVER (UNDER) EXPENSES	47,526	119,301	470,109	(350,808)	25.4%
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) Capital	-	(200,000)	(200,000)	-	100.0%
Transfer from (to) Emer Reserve	(25,000)	(50,000)	(300,000)	250,000	16.7%
Transfer from (to) Rate Stabil	(8,350)	(16,500)	(100,000)	83,500	16.5%
TOTAL Transfer from (to) Other Funds	(33,350)	(266,500)	(600,000)	333,500	44.4%
Reserves					
Emergency Reserve (5%)	25,000	50,000	300,000	(250,000)	16.7%
Rate Stabilization Reserve	8,350	16,500	100,000	(83,500)	16.5%
TOTAL Reserves	33,350	66,500	400,000	(333,500)	16.6%
TOTAL Other Financing Sources (Uses)	-	(200,000)	(200,000)	-	100.0%
NET CHANGE IN FUND BALANCE	\$47,526	(\$80,699)	\$270,109	(\$350,808)	
BEGINNING FUND BALANCE**		336,668			
ENDING FUND BALANCE		<u>\$255,969</u>			
Operating Fund Balance		19,890			
Emergency Reserve Fund Balance 5%		209,579			
Rate Stabilization Fund Balance		<u>26,500</u>			
Total Fund Balance		\$255,969			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
Capital Fund
For the One Month and Two Months Ended February 28, 2023

	Month of Feb 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (16.7% YTD)
REVENUES					
Clean Water Surcharge	\$39,721	\$79,353	\$483,720	(\$404,367)	16.4%
Interest Income	32,052	66,296	-	66,296	-
TOTAL REVENUES	71,773	145,649	483,720	(338,071)	30.1%
EXPENSES					
Bank Charges	-	2,500	-	2,500	-
Capital Expense - Other					
District Office Yard & Shop	-	-	200,000	(200,000)	-
TOTAL Capital Expense - Other	-	-	200,000	(200,000)	-
Capital Expense P&G Fund 15					
3rd Const & Acq-Winding Walk	-	257,722	287,722	(30,000)	89.6%
Vehicle & Equipment - Fund 15	1,869	46,376	77,000	(30,624)	60.2%
TOTAL Capital Expense P&G Fund 15	1,869	304,098	364,722	(60,624)	83.4%
Capital Expense MRRC Fund 16					
MRRC Expansion	-	-	200,000	(200,000)	-
MRRC #2 Rainbow Bridge Dr.	-	-	1,500,000	(1,500,000)	-
Locker Replacement	-	-	200,000	(200,000)	-
TOTAL Capital Expense MRRC Fund 16	-	-	1,900,000	(1,900,000)	-
Capital Expense Water Fund 40					
Well Site Upgrades	-	-	360,000	(360,000)	-
Expand Filter Plant & Bldg	3,473	13,201	3,353,000	(3,339,799)	0.4%
Purch/Paint WHMD 2.0 MG Water Tank	74,528	76,365	-	76,365	-
Water Rights	23,783	45,340	500,000	(454,660)	9.1%
Wells at Latigo Trails #2 & #3	765	1,275	2,750,000	(2,748,725)	-
Transmission Line FP to Tanks	325	878	-	878	-
Latigo Transmission Line	-	-	2,000,000	(2,000,000)	-
Vehicle & Equipment - Fund 40	63	39,033	77,000	(37,967)	50.7%
TOTAL Capital Expense Water Fund 40	102,937	176,092	9,040,000	(8,863,908)	1.9%
Capital Expense Sewer Fund 50					
WH Sewer Bypass Phase 2 & 3	18,260	18,410	1,300,000	(1,281,590)	1.4%
Mid-Point Injection Station	-	-	20,000	(20,000)	-
2023 Lift Station Improvements	-	-	105,000	(105,000)	-
Vehicle & Equipment - Fund 50	63	39,033	77,000	(37,967)	50.7%
TOTAL Capital Expense Sewer Fund 50	18,323	57,443	1,502,000	(1,444,557)	3.8%
Capital Interest Expense	-	-	94,800	(94,800)	-
TOTAL EXPENSES	123,129	540,133	13,101,522	(12,561,389)	4.1%
EXCESS REVENUES OVER (UNDER) EXPENSES	(51,357)	(394,484)	(12,617,802)	12,223,318	
Other Financing Sources (Uses)					
Transfer from (to) MRMD	-	-	4,500,000	(4,500,000)	-
IGA Revenue 2018 Subdistrict	-	-	1,900,000	(1,900,000)	-
Gain/Loss on Asset Disposal	-	225	-	225	-
Contributions to Other Gov'ts	-	-	709,992	(709,992)	-
Transfer from (to) P&G Fund	1,869	296,376	327,000	(30,624)	90.6%
Transfer from (to) Rec Fund	-	200,000	200,000	-	100.0%
Transfer from (to) Water Fund	47,063	120,533	1,327,000	(1,206,467)	9.1%
Transfer from (to) Sewer Fund	63	39,033	77,000	(37,967)	50.7%
TOTAL Other Financing Sources (Uses)	48,995	656,166	9,040,992	(8,384,826)	7.3%
NET CHANGE IN FUND BALANCE	(2,362)	261,683	(3,576,810)	3,838,493	
BEGINNING FUND BALANCE**		9,414,830			
ENDING FUND BALANCE		<u>9,676,513</u>			
Other - Fund 10		2,300,001			
Parks & Ground Fund 15		142,921			
Recreation Center Fund 16		503,713			
Water Fund 40		3,272,340			
Sewer Fund 50		1,600,981			
TDS - Clean Water		1,856,557			
Total Fund Balance		<u>9,676,513</u>			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
Water Fund
For the One Month and Two Months Ended February 28, 2023

	Month of Feb 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (16.7% YTD)
REVENUES					
Water Service Fees - Res.	\$226,877	\$456,138	\$3,186,250	(\$2,730,112)	14.3%
Water Service Fees - Comm.	24,831	39,761	145,260	(105,499)	27.4%
Meter Set Fees	5,450	9,325	70,000	(60,675)	13.3%
Irrigation	8,747	17,494	274,970	(257,476)	6.4%
IGA Shared Water Cost Reimb.	-	-	72,500	(72,500)	-
Billing Fees	1,601	3,184	18,000	(14,816)	17.7%
Development Inspection Fees	-	-	16,350	(16,350)	-
Debt Forgiveness	-	-	880,000	(880,000)	-
TOTAL REVENUES	267,506	525,903	4,663,330	(4,137,427)	11.3%
EXPENSES					
General & Admin. Expense					
Accounting	-	-	1,000	(1,000)	-
Customer Billing Services	4,763	4,763	61,600	(56,837)	7.7%
Engineering/Consulting	10,508	15,045	50,000	(34,955)	30.1%
Legal	1,144	1,823	15,000	(13,178)	12.2%
Personnel Expenses	48,568	81,310	525,000	(443,691)	15.5%
General Operations - Admin	1,359	3,985	52,850	(48,865)	7.5%
TOTAL General & Admin. Expense	66,341	106,926	705,450	(598,524)	15.2%
Operating Expense					
Water Operations General	1,862	15,412	103,750	(88,338)	14.9%
Raw Water Operations	1,404	1,724	280,000	(278,276)	0.6%
Water Treatment Operations	15,542	21,174	215,000	(193,826)	9.8%
Water Distribution Operations	5,431	16,844	216,000	(199,156)	7.8%
Non-Potable Water Operations	-	-	36,500	(36,500)	-
Utilities	34,403	37,240	572,600	(535,360)	6.5%
Insurance	3,658	7,158	52,200	(45,042)	13.7%
Vehicle, Equipment & Travel	570	1,301	26,300	(24,999)	4.9%
TOTAL Operating Expense	62,870	100,853	1,502,350	(1,401,497)	6.7%
TOTAL EXPENSES	129,211	207,779	2,207,800	(2,000,021)	9.4%
EXCESS REVENUES OVER (UNDER) EXPENSES	138,295	318,125	2,455,530	(2,137,405)	
Other Financing Sources (Uses)					
Tap & Transfers from (to) Other Funds					
Tap Fees Received	51,000	99,500	1,150,000	(1,050,500)	8.7%
Developer Advances	-	-	(1,760,000)	1,760,000	-
Transfer from (to) Capital	(47,063)	(120,533)	(1,327,000)	1,206,467	9.1%
Txfr from (to) Water Loan Reser	(62,500)	(125,000)	(750,000)	625,000	16.7%
TOTAL Tap & Transfers from (to) Other Fund	(58,563)	(146,033)	(2,687,000)	2,540,967	5.4%
Reserves					
Water Loan Reserve	62,500	125,000	750,000	(625,000)	16.7%
TOTAL Reserves	62,500	125,000	750,000	(625,000)	16.7%
TOTAL Other Financing Sources (Uses)	3,937	(21,033)	(1,937,000)	1,915,967	1.1%
NET CHANGE IN FUND BALANCE	\$142,232	\$297,092	\$518,530	(\$221,438)	
BEGINNING FUND BALANCE**		1,766,766			
ENDING FUND BALANCE		\$2,063,858			
Operating Fund Balance		633,104			
Emergency Reserve Fund Balance 5%		1,005,754			
Water Loan Reserves		125,000			
Rate Stabilization Fund Balance		300,000			
Total Fund Balance		\$2,063,858			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
Sewer Fund
For the One Month and Two Months Ended February 28, 2023

	Month of Feb 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (16.7% YTD)
REVENUES					
Sewer Fees - Res.	\$179,187	\$358,019	\$2,125,160	(\$1,767,141)	16.8%
Sewer Fees - Comm.	12,306	15,162	27,230	(12,068)	55.7%
IGA Shared Sewer Cost Reimb.	11,386	21,488	84,050	(62,562)	25.6%
Billing Fees	1,601	3,811	18,000	(14,189)	21.2%
Development Inspection Fees	-	-	16,350	(16,350)	-
TOTAL REVENUES	204,480	398,481	2,270,790	(1,872,309)	17.5%
EXPENSES					
General & Admin. Expense					
Accounting	-	-	1,000	(1,000)	-
Customer Billing Services	3,910	3,910	49,500	(45,590)	7.9%
Engineering/Consulting	1,115	3,023	10,000	(6,977)	30.2%
Legal	-	-	20,000	(20,000)	-
Personnel Expenses	32,509	62,755	475,000	(412,245)	13.2%
General Operations - Admin	1,561	3,724	44,700	(40,976)	8.3%
TOTAL General & Admin. Expense	39,095	73,412	600,200	(526,788)	12.2%
Operating Expense					
Sewer Operations	9,512	22,542	1,374,250	(1,351,708)	1.6%
Lift Station Operations	13,102	25,542	254,700	(229,158)	10.0%
Lift Station Operations-Shared	15,264	26,185	168,100	(141,915)	15.6%
Utilities	1,524	3,738	22,500	(18,762)	16.6%
Insurance	3,039	5,916	35,380	(29,464)	16.7%
Vehicle, Equipment & Travel	1,292	2,595	36,300	(33,705)	7.1%
TOTAL Operating Expense	43,733	86,518	1,891,230	(1,804,712)	4.6%
TOTAL EXPENSES	82,828	159,930	2,491,430	(2,331,500)	6.4%
EXCESS REVENUES OVER (UNDER) EXPENSES	121,652	238,550	(220,640)	459,190	
Other Financing Sources (Uses)					
Tap & Transfers from (to) Other Funds					
Tap Fees Received	42,000	83,000	1,000,000	(917,000)	8.3%
Tap Fees Transferred to MRMD	(41,000)	(71,000)	(1,000,000)	929,000	7.1%
Gain/Loss on Asset Disposal	-	(777)	-	(777)	-
Transfer from (to) Capital	(63)	(39,033)	(77,000)	37,967	50.7%
TOTAL Tap & Transfers from (to) Other Fund	937	(27,810)	(77,000)	49,190	36.1%
TOTAL Other Financing Sources (Uses)	937	(27,810)	(77,000)	49,190	36.1%
NET CHANGE IN FUND BALANCE	\$122,589	\$210,741	(\$297,640)	\$508,381	
BEGINNING FUND BALANCE**		1,756,222			
ENDING FUND BALANCE		<u>\$1,966,963</u>			
Operating Fund Balance		632,535			
Emergency Reserve Fund Balance 5%		1,019,428			
Rate Stabilization Fund Balance		<u>315,000</u>			
Total Fund Balance		\$1,966,963			

Meridian Service Metropolitan District
Balance Sheet Summary - Unaudited
As of February 28, 2023

	Feb 28, 23
ASSETS	
Current Assets	
Checking/Savings	15,100,848.31
Accounts Receivable	1,130,332.12
Other Current Assets	135,450.00
	16,366,630.43
Total Current Assets	16,366,630.43
Fixed Assets	51,492,564.36
Other Assets	2,558,108.81
	70,417,303.60
TOTAL ASSETS	70,417,303.60
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	298,407.07
Credit Cards	58.25
Other Current Liabilities	9,326,805.66
	9,625,270.98
Total Current Liabilities	9,625,270.98
Long Term Liabilities	27,858,149.85
	37,483,420.83
Total Liabilities	37,483,420.83
Equity	32,933,882.77
	70,417,303.60
TOTAL LIABILITIES & EQUITY	70,417,303.60

Meridian Service Metropolitan District
Balance Sheet - Unaudited
As of February 28, 2023

	Feb 28, 23
ASSETS	
Current Assets	
Checking/Savings	
1000000 · Operating Funds	
1000100 · Wells Fargo - Operating	624,280.63
1000300 · Petty Cash	386.16
Total 1000000 · Operating Funds	624,666.79
110000 · Non-Operating Funds	
1100100 · ColoTrust - CTF from MRMD 8001	116.26
1100200 · ColoTrust - Emerg Reserve 8002	202,954.77
1100201 · ColoTrust - Emerg Reserve E002	2,137,884.72
1100500 · ColoTrust - Cap Projects 8005	3,849,367.25
1100501 · ColoTrust - Cap Projects E004	4,301,484.86
1100600 · ColoTrust - Rate Stabiliz 8006	4.49
1100601 · ColoTrust - Rate Stabiliz E005	636,770.47
1100700 · ColoTrust - CWF Reserve 8007	1,417,633.40
1100800 · ColoTrust -Operating Funds 8008	1,569,762.53
1100900 · ColoTrus- Water Loan Res 8009	125,000.00
1100901 · Bank of the San Juans -Reserves	125,034.30
1100903 · Zions Bank Pledged Revenue Fund	110,168.47
Total 110000 · Non-Operating Funds	14,476,181.52
Total Checking/Savings	15,100,848.31
Accounts Receivable	
1400000 · Accounts Receivable	
1400100 · UB Accounts Receivable	1,083,325.07
1400200 · Accounts Receivable - Non UB	47,007.05
Total 1400000 · Accounts Receivable	1,130,332.12
Total Accounts Receivable	1,130,332.12
Other Current Assets	
1500000 · Prepaid Expenses	135,450.00
Total Other Current Assets	135,450.00
Total Current Assets	16,366,630.43
Fixed Assets	
2100000 · Fixed Assets	
2110000 · Non-Depreciable Assets	
2110100 · Water Rights	257,084.50
Total 2110000 · Non-Depreciable Assets	257,084.50
2120000 · Depreciable Assets	39,089,351.67
2130000 · Recreation Assets	11,843,214.43
2140000 · Vehicles & Equipment	302,913.76
Total 2100000 · Fixed Assets	51,492,564.36
Total Fixed Assets	51,492,564.36

Meridian Service Metropolitan District

Balance Sheet - Unaudited

03/31/23

As of February 28, 2023

Accrual Basis

	Feb 28, 23
Other Assets	
1600000 · Other Assets	
1600100 · Security Deposit	16,080.00
Total 1600000 · Other Assets	16,080.00
2000000 · Construction in Progress	2,542,028.81
Total Other Assets	2,558,108.81
TOTAL ASSETS	70,417,303.60
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	298,407.07
Credit Cards	58.25
Other Current Liabilities	
3100000 · Other Current Liabilities	
3110000 · Payroll Liabilities	-2,895.88
3120000 · Retainage Payable	59,689.73
3140000 · Accr Int Payable - Developer	8,924,011.81
3160000 · Deposits Held	2,000.00
3180300 · Bank of San Juan Loan-Current	344,000.00
Total 3100000 · Other Current Liabilities	9,326,805.66
Total Other Current Liabilities	9,326,805.66
Total Current Liabilities	9,625,270.98
Long Term Liabilities	
3500000 · Long Term Liabilities	
3500100 · Notes Payable	4,254,341.20
3500200 · Cherokee - New WWTP (LT Liab)	19,002,210.96
3500300 · Bank of San Juan TDS Loan	4,001,597.69
3500400 · GTL Loan (LT Liab)	600,000.00
Total 3500000 · Long Term Liabilities	27,858,149.85
Total Long Term Liabilities	27,858,149.85
Total Liabilities	37,483,420.83
Equity	
4000000 · Retained Earnings	32,749,592.39
4000100 · Comprehensive Income	-26,142.77
Net Income	210,433.15
Total Equity	32,933,882.77
TOTAL LIABILITIES & EQUITY	70,417,303.60

Meridian Service Metropolitan District
Statement of Cash Flows - Unaudited
February 2023

	Feb 23
OPERATING ACTIVITIES	
Net Income	297,269.97
Adjustments to reconcile Net Income to net cash provided by operations:	
1400110 · Accounts Receivable	-78,372.89
1400200 · Accounts Receivable - Non UB	-5,271.36
1500100 · Prepaid Insurance	13,545.00
3000000 · Accounts Payable	-398,294.74
3070300 · Divvy Credit	-135.34
3070400 · Conoco Credit Card	-405.78
3110100 · Payroll Taxes Payable	485.17
3110300 · Employee Paid Ins Contrib.	-363.63
3120000 · Retainage Payable	3,599.52
3160000 · Deposits Held	-2,000.00
	-169,944.08
Net cash provided by Operating Activities	-169,944.08
FINANCING ACTIVITIES	
3500200 · Cherokee - New WWTP (LT Liab)	94,041.60
4000100 · Comprehensive Income	-7,090.63
	86,950.97
Net cash provided by Financing Activities	86,950.97
Net cash increase for period	-82,993.11
Cash at beginning of period	15,183,841.42
Cash at end of period	15,100,848.31

Meridian Service Metropolitan District
2023 Tap Report

Counts	Date	Tap Receipt No.	Service Address	Filing #	Lot #	Builder	Tap Amt Paid	Meter Amt Paid	Check No.	Monthly Tap Totals
1	1/5/2023	3724	9711 Hidden Ranch Ct	Stonebridge 4	175	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23010402 - 3444415	
2	1/18/2023	3725	9762 Marble Canyon Wy	Stonebridge 4	20	Covington Homes	\$ 21,500.00	\$ 700.00	Wire/230118138892	
3	1/23/2023	3726	9721 Meridian Hills Tr	Stonebridge 4	187	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23012002 - 5894958	\$ 64,500.00 Jan-3 Taps
4	1/30/2023	3727	9890 Hidden Ranch Ct	Stonebridge 4	203	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23012702 - 6883695	
5	2/2/2023	3728	12748 Enclave Scenic Dr	Stonebridge 4	67	Covington Homes	\$ 21,500.00	\$ 700.00	Wire/230202142489	
6	2/7/2023	3729	9851 Hidden Enclave Ct	Stonebridge 4	114	Covington Homes	\$ 21,500.00	\$ 700.00	Wire/230207109833	
7	2/8/2023	3730	13502 Woods Grove Dr	Rolling Hills Ranch 2	469	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23020702 - 8468204	\$ 86,000.00 Feb - 4 Taps
8	2/24/2023	3731	10933 Rolling Mesa Dr	Rolling Hills Ranch 1	207	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23022302 - 0903661	
9	3/2/2023	3732	10925 Evening Creek Dr	Rolling Hills Ranch 1	155	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23030102 - 1835952	
10	3/3/2023	3733	9758 Hidden Ranch Ct	Stonebridge 4	179	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23030202 - 2026097	
11	3/6/2023	3734	10955 Evening Creek Dr	Rolling Hills Ranch 1	153	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23030302 - 2285051	
12	3/21/2023	3735	10806 Rolling Mesa Dr	Rolling Hills Ranch 1	182	Century Communities	\$ 21,500.00	\$ 700.00	Check #00621128	
13	3/15/2023	3736	9713 Marble Canyon Way	Stonebridge 4	14	Covington Homes	\$ 21,500.00	\$ 700.00	Wire/230315151946	
14	3/21/2023	3737	10894 Evening Creek Dr	Rolling Hills Ranch 1	135	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23032002 - 4865718	\$ 155,400.00 March - 7 Taps

Meridian Service Metropolitan District
 2023 Tap and Meter Set Additional Fees Collected

(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		
12/29/2021	3492	12657 Windingwalk Dr	Campbell Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	1/30/2022	\$ 3,575.00	\$ 3,575.00	Jan-23
10/18/2021	3428	11270 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	3/7/2023	\$ 3,575.00		
10/5/2021	3422	11150 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	3/7/2023	\$ 3,575.00		
3/1/2022	3569	12667 Enclave Scenic Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	3/22/2023	\$ 2,545.00	\$ 9,695.00	Mar-23



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

DATE: March 21, 2023
TO: MSMD Board of Directors
RE: Finance Committee Report

On March 21, 2023 the Board's Finance Committee, Directors Gabrielski and Reorda (in Director Sauer's absence) 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 \$208,462.07 and directed staff to add this to the Board's April 2023 agenda for ratification.
- Discussion took place regarding the budgeted \$4.5 million transfer from MRMD to MSMD.

Submitted by:

A handwritten signature in black ink that reads "Milton B. Gabrielski". The signature is written in a cursive style.

Milton B. Gabrielski, Finance Committee Chair

**Meridian Service Metropolitan District
Vendor Payment Register Report - Summary
Board Meeting - Payments to Ratify
March 21, 2023**

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Amount</u>
03/21/23	ePayment	AAA Steam & Sauna	\$ 363.00
03/21/23	ePayment	All American Sports	\$ 800.00
03/21/23	ePayment	Axis Business Technologies	\$ 358.87
03/21/23	Check	Badger Meter	\$ 4,913.10
03/21/23	ePayment	BailOut Window Cleaning	\$ 30.00
03/21/23	Check	Bill's Equipment & Supply, Inc.	\$ 231.65
03/21/23	ePayment	Browns Hill Engineering & Controls, LLC	\$ 2,085.00
03/21/23	Vendor Direct	CEM Sales & Service	\$ 3,781.50
03/21/23	Vendor Direct	CenturyLink - FP	\$ 200.76
03/21/23	Vendor Direct	CenturyLink - LS	\$ 251.77
03/21/23	ePayment	Cherokee MD	\$ 1,913.59
03/21/23	Check	CIT-First Citizens Bank & Trust CO	\$ 177.92
03/21/23	ePayment	Club Automation, LLC	\$ 1,850.74
03/21/23	Vendor Direct	Comcast - MRRC	\$ 466.61
03/21/23	Vendor Direct	Comcast - Office	\$ 345.47
03/21/23	Vendor Direct	CPS Distributors, Inc	\$ 30.99
03/21/23	ePayment	CRS Community Resource Services	\$ 14,700.69
03/21/23	Vendor Direct	Cummins Sales and Service	\$ 459.00
03/21/23	Vendor Direct	El Paso County Public Health Laboratory	\$ 210.00
03/21/23	Check	Grainger	\$ 3,712.06
03/21/23	Check	GTL Development Inc.	\$ 1,440.40
03/21/23	Check	Home Depot Credit Services	\$ 467.40
03/21/23	Vendor Direct	Mug-A-Bug Pest Control	\$ 62.00
03/21/23	Vendor Direct	MVEA	\$ 57,823.15
03/21/23	Check	Northern Tool & Equipment	\$ 47.99
03/21/23	Vendor Direct	O'Reilly Automotive	\$ 40.45
03/21/23	Vendor Direct	Rampart Supply Inc.	\$ 92.30
03/21/23	Check	Recreation Plus	\$ 184.50
03/21/23	Check	Shops at Meridian Ranch, LLC	\$ 4,145.13
03/21/23	ePayment	Swedish Industrial Coatings LLC	\$ 70,176.88
03/21/23	Check	Tanglewood Trailers	\$ 14,063.62
03/21/23	Check	Thatcher Company, Inc	\$ 12,513.66
03/21/23	Check	Tire King of Falcon	\$ 194.89
03/21/23	Vendor Direct	USA BlueBook	\$ 511.90
03/21/23	Check	Utility Maintenance and Inspections LLC	\$ 1,079.65
03/21/23	Check	Utility Notification Center of Colorado	\$ 216.72
03/21/23	Vendor Direct	Waste Management of Colorado Springs	\$ 828.53
Bill.com Total			\$ 200,771.89
03/21/23	ACH	Club Auto	\$ 431.69
03/21/23	ACH	Divvy	\$ 7,258.49
# of Payments	39	Total Payment Amount	\$ 208,462.07

**Meridian Service Metropolitan District
Vendor Payment Register Report - Summary
Board Meeting - Payments to Approve
April 5, 2023**

<u>Date</u>	<u>Payment Type</u>	<u>Vendor</u>	<u>Amount</u>
04/05/23	ePayment	All Rental Center Inc	\$ 2,122.05
04/05/23	ePayment	Aqueous Solution Inc.	\$ 1,896.50
04/05/23	Check	Badger Meter	\$ 1,330.03
04/05/23	ePayment	BailOut Window Cleaning	\$ 30.00
04/05/23	Check	Black Hills Energy	\$ 9,135.80
04/05/23	Vendor Direct	BrightView Landscape Services Inc.	\$ 13,561.00
04/05/23	ePayment	Browns Hill Engineering & Controls, LLC	\$ 976.20
04/05/23	ePayment	Carlson, Hammond & Paddock, LLC	\$ 4,756.30
04/05/23	Check	CEBT Payments	\$ 4,925.99
04/05/23	ePayment	CEM Sales & Service	\$ 518.50
04/05/23	ePayment	Cherokee MD	\$ 35,930.18
04/05/23	Vendor Direct	Colorado Analytical Lab	\$ 1,419.00
04/05/23	Check	Colorado Springs Winwater	\$ 10,450.27
04/05/23	Check	Conoco Fleet Services	\$ 1,798.84
04/05/23	Vendor Direct	CPS Distributors, Inc	\$ 457.37
04/05/23	ePayment	CSU Colorado Springs Utilities	\$ 1,763.97
04/05/23	Check	Engineered Air	\$ 1,433.40
04/05/23	ePayment	Fitness Machine Technicians	\$ 205.00
04/05/23	Check	Grainger	\$ 394.54
04/05/23	ePayment	Jan-Pro of Southern Colorado	\$ 2,872.00
04/05/23	Check	John Deere Financial	\$ 615.82
04/05/23	Check	Lytle Water Solutions, LLC	\$ 18,930.47
04/05/23	Vendor Direct	MEI Elevator Solutions	\$ 3,730.76
04/05/23	ePayment	Municipal Treatment Equipment Inc.	\$ 4,065.84
04/05/23	Vendor Direct	O'Reilly Automotive	\$ 165.00
04/05/23	Check	Recreation Plus	\$ 1,898.45
04/05/23	Check	RESPEC (formerly JDS Hydro)	\$ 8,700.24
04/05/23	Vendor Direct	Safeway	\$ 219.35
04/05/23	Vendor Direct	Spencer Fane LLP	\$ 4,663.32
04/05/23	Check	Tech Builders Inc	\$ 11,661.72
04/05/23	Check	The Sherwin Williams	\$ 60.90
04/05/23	Vendor Direct	UniFirst First Aid & Safety	\$ 10,697.65
04/05/23	Vendor Direct	USA BlueBook	\$ 805.46
04/05/23	Check	VertiCloud Networks LLC	\$ 3,413.00
04/05/23	Vendor Direct	Waste Management of Colorado Springs	\$ 428.50
04/05/23	ePayment	Waxie Sanitary Supply	\$ 4,515.61
04/05/23	Check	Western Enterprises, Inc.	\$ 10,500.00

Bill.com Total **\$ 181,049.03**

04/05/23	ACH	Conoco Fleet Services	\$ 1,798.84
04/05/23	Check #13331	Shawn and Carrie Tierney	\$ 231.35
04/05/23	Check #13332	Campbell Homes	\$ 15.58

of Payments **40** **Total Payment Amount** **\$ 183,094.80**

<u>Payroll Transactions</u>	<u>03/01-03/31/23</u>
BOD Payroll:	\$ 538.25
Bi-weekly Payroll:	\$ 184,583.91
Payroll & HR Services:	\$ 689.18
Total:	\$ 185,811.34

MSMD Operations Report for March 2023

March water operations completed the monthly Bac-T sampling with no issues. Monthly water meter reading and water usage performed on 3-23-22. The 2 MG tank blasting is making progress, a few days down due to weather but moving along. A section of the roof was primed during the week of 3-20-23. Clean-up at the tanks and around the filter plant continues. The office trailers have been relocated for future sewer tie in work. The two pumps at Mid-point pump station were installed the week of March 27th and will be ready for the upcoming irrigation season. The filter plant effluent flow meter replacement is tentatively scheduled for the first week in April. The booster skid shut down is tentatively scheduled for April 13th which require some coordination from WHMD to help operate the interconnect valves to aid in potential loss of pressure. Ops staff set 17 new water meters and 19 new water and sewer inspections.

The Parks and Drainage Department has a new addition, Gino started with the District on March 27th. Staff spent several days working on sedimentation ponds, removing sediment from low flow channels. Staff also attended a two-day irrigation controller school in Denver. Aleks met with Landscape Endeavors to map out tree replace locations.

Staff performed weekly infiltration gallery inspections and recorded water level logging data. Monthly flow measurement and calculations were taken on 3-15-23.

The large irrigation pond is slowly refilling, intake has been cleaned along with removal of dead algae along the pond shoreline. A few small spots remain but will be completed prior to final filling. The golf course pond is topped off and levels are being maintained and ready for season startup.

Wastewater operations staff completed weekly composite sampling and drop off to Cherokee. The filter plant manhole was also cleaned on 3-8-23 and 3-23-23. The elevated gas pressure and related work has been completed at the lift station. An HVAC company was used to locate an issue with the pilot valve on the smaller make up air unit. Repairs are scheduled for 3-31-23.

Upcoming or continued water tasks:

- Monthly meter reading (completed ~~1-23-23, 2-23-23, 3-23-23~~)
- Monthly Bac-T sampling (~~Jan, Feb, Mar~~, Apr, May, Jun, Jul, Aug, Sept, Oct, Nov, Dec)
- ~~1st Quarter monitoring and sampling~~ (dropped off on 3-1-23)
- 2nd Quarter monitoring and sampling
- 3rd Quarter monitoring and sampling
- 4th Quarter monitoring and sampling
- Sanitary Survey 2nd Quarter (Pending)
- Lead and Copper Sampling (bi-yearly)

Upcoming or continued parks and drainage:

- Continue irrigation repairs/testing (in progress)
- 2023 annual backflow testing
- Irrigation spring start up (Soon)
- Irrigation winterization (Not soon enough)
- 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 (on-going)
- Sewer force main flow meter replacement/relocate
- Infiltration pit maintenance (on-going)
- Sewer line maintenance (on-going)

Recreation Board Report

April 5th, 2023

Usage Numbers March 1-30, 2023

Total Attendance – 12411

Group Ex – 910 Participants. Of those we received \$513 from non-members

Childcare attendance – 361

Parties – 5 pool parties

Revenue collected - **\$16,991.44**

Pulse Check:

The recreation center maintained high usage numbers across general usage, as well as all programming. District 49 was on spring break for two weeks which kept the facility busy throughout the entire day.

We are registering for indoor soccer which will begin on April 23rd. The recreation center is hosting a blood drive on March 31st that has full registration. We are working with Vitilant to host a blood drive every quarter at the recreation center. Our outdoor Easter Egg Hunt is scheduled April 8th at Longview Park. We will have the egg hunt, food trucks, and games for all to play.

We received our floatable starfish back from warranty work and they look great. We purchased a new floor buffer to keep the basketball court and studios clean and maintained well. We set up a new maintenance agreement for the elevator and believe we will have that in much better condition moving forward. The indoor pool filters were deep cleaned and flow through the filters has improved.

It was requested to see the financial impact of opening the recreation center at 5am on weekdays. To do this, we would need to bring the two front desk staff in 30 minutes prior to their current schedule. This would result in adding an hour of labor to each weekday. With the average wage being roughly \$14.50 per hour for the front desk staff, this would result in approximately \$3,770 yearly increase (5 days a week x 52 weeks x \$14.50). If we were to look at extending the operational hours in the evening, I would need to keep a third staff member on for closing duties. I would request the extended hours does not change the pool operating hours.

**AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
RELATED TO FIELD HOUSE STUDY**

This Agreement entered into this 5th day of April, 2023 by and between the MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (the "District") and LKA Partners, Inc. (the "Consultant").

RECITALS

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

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

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

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

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK:

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

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

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

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

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

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

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

VI. COMPENSATION:

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

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

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

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

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

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

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

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

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

X. INSURANCE:

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

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

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

XI. INDEMNITY AND MUTUAL PROTECTION CLAUSES:

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

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

XII. TERMINATION FOR CONVENIENCE/SUSPENSION OF WORK:

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

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

XIII. TERMINATION FOR CAUSE: Either party can terminate this Agreement or a Work Authorization for cause if the other commits a material, uncured breach of this Agreement or becomes insolvent. Termination for cause shall be effective twenty (20) days after receipt of a notice of termination, unless a later date is specified in the notice, provided that during said twenty (20) day period the Consultant shall suspend the performance of Services unless the District specifically agrees otherwise. The notice of termination for cause shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. Termination shall not be effective if reasonable action to cure the breach has been taken before the effective date of the termination. The District shall pay the Consultant upon invoice for Services performed and charges incurred prior to termination. In the event of termination for cause, the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

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

To the District:

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

with a copy to:

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

To the Consultant:

LKA Partners
430 North Tejon Street
Colorado Springs, CO 80903
Attn: James Strange

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

XV. Not Used

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

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

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

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

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

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

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

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

XXIV. NO PERSONAL LIABILITY. No elected official, director, officer, agent or employee of the District shall be charged personally or held contractually liable by or to the

Consultant under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

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

DISTRICT:

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

By: _____
Milton B. Gabrielski
Chairperson and President

CONSULTANT:

By: _____

EXHIBIT B

Schedule of Fees and Charges

Exhibit A

L K A PARTNERS
INCORPORATED

March 7, 2023

A Professional Corporation
for Architecture/Planning

Mr. Jim Nikkel PE
General Manager
Meridian Service Metropolitan District
11886 Stapleton Drive
Falcon, CO 80831

430 North Tejon Street
Colorado Springs
Colorado
80903

719.473 8446
FAX 719.473 8448
lka@lkapartners.com

RE: MERIDIAN SERVICE METROPOLITAN DISTRICT FIELD HOUSE STUDY

Jim,

This letter is a proposal for providing design assistance for the Meridian Service Metropolitan District Field House study. For the purpose of the study the site is located within the Meridian Ranch filing no.1. The exact parameters of the site shall be refined once the study is underway.

The outline of the study components is as follows:

- Tour facilities.
- Gather information.
- Create space chart based on facilities toured.
- Meetings with representatives of MSMD to develop program / listing of major interior and exterior components.
- Develop building and site diagrams.
- Meetings to review relationship diagrams for both building and site.
- Refinement of desired building and site schemes.
- Meetings to finalize the preferred building and site scheme.
- Development of preliminary opinion of probable construction cost. Note: the cost opinion does not include input from a General Contractor familiar with this project type.
- Development of overall construction schedule. This shall encompass all of the design phases, bidding, construction administration thru post construction.

The deliverable for this effort shall be a published document for your record, plus the foundation for the continuation of the design process.

The total fee for this study shall be \$23,900.00

Note the study / fee proposed does not include any other LKA consultants.

We are truly thrilled to work with you and the members of your design team. If you have any questions regarding the information in this proposal, please do not hesitate to call me. If acceptable please send the appropriate notification and MSMD document.

Sincerely
The LKA PARTNERS, Inc.



Jim Strange, RA, A4LE
Principal

Principals:
James M. Strange
Thaddeus V. Trzos
Douglas E. Hahn

XC: Kreg Oberfell Ted Trzos