

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

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

DATE: Wednesday, November 3, 2021

TIME: 10:00 a.m.

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

The Public may participate in person or by following this link [Click here to join the meeting](#) or by telephone by calling +1 872-242-8662 and using Phone Conference ID: 409 414 161#

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 October 8, 2021, Combined Regular Board Meeting Minutes (enclosure) **Page 3**

II. FINANCIAL ITEMS:

- A. Receive from CRS the Quarterly MRMD Cash Position Summary and Unaudited Financial Statements (enclosure) **Pages 8-14**
- B. Review and Accept MSMD Cash Position Summary and Unaudited Financial Statements (enclosure and/or distributed under separate cover) **Pages 15-23**
- C. Review Tap Fee Report for Information Only (enclosure and/or distributed under separate cover) **Pages 24-25**
- D. Review, Ratify and Approve Monthly Payment of Claims (enclosure and/or distributed under separate cover) **Pages 26-27**
- E. Receive Finance Committee Report
- F. Conduct Public Hearing to Certify Delinquent Accounts
- G. Adopt Resolution MSMD 21-05 Certifying Delinquent Accounts (enclosure) **Pages 28-29**
- H. Receive Staff Report and Provide Direction to Staff on Proposed 2021 Budgets and Fees, and November Budget Workshop (enclosure and/or handout) **Pages 30-69**

III. OPERATIONS & ENGINEERING ITEMS:

A. Information Items (No Action)

1. MSMD Operations Reports – Water, Sewer, Parks and Grounds, Recreation (enclosure and/or handout) **Pages 69-72**
2. Manager’s Verbal Report
3. Presentation of Comments Received Regarding Proposed Changes to the Meridian Service District Employee Handbook **Pages 73-121**

B. Action Items

1. Approve and authorize President to sign Construction Services Contract with Thomas General Contractors for Remodel of Recreation Center Lobby, \$120,602.88 **Pages 122-138**
2. Approve and authorize President to sign Professional Services Agreement with JDS Hydro for Water Filter Plant Design and Permitting, \$129,800.00 **Pages 139-155**
3. Approve and authorize President to sign Professional Services Agreement with JDS Hydro for Filter Plant Expansion Pipeline Bidding and Construction Administration, \$27,097.00 **Pages 156-170**

IV. DEVELOPER ITEMS:

- A. Verbal Report from Construction Manager**

V. DIRECTOR ITEMS:

VI. LEGAL ITEMS:

- A. Enter into Executive Session pursuant to C.R.S. 24-6-402(4)(f) regarding personnel issues related to General Manager annual performance review, salary, and benefits.**

VII. ADJOURNMENT:

The next meeting of the Boards is scheduled for Wednesday, November 17, 2021, at 6:00 p.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831 for a Budget Workshop.

The Board will hold a virtual Special Meeting on Wednesday December 1, at 9:00 a.m. to consider approval of loan documents for partial financing of the Cherokee Metropolitan District TDS Removal Project.

The next regular meeting of the Boards is scheduled for Wednesday, December 8, 2021, at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

RECORD OF PROCEEDINGS

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

Held: October 6, 2021, 10:00 a.m., at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831

Attendance: The following Directors were in attendance:

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

Also present were:

Jim Nikkel; Meridian Service Metro District
Jennette Coe; Meridian Service Metro District
Eileen Krauth; Meridian Service Metro District
Braden McCrory; Meridian Service Metro District
Ryan Kozlowski; Meridian Service Metro District
Matt Chorske; Piper Sadler (via telephone)
Ron Fano; Spencer Fane
Tiffany Lu Leichman; Sherman and Howard
Tom Kerby; Tech Builders
Raul Guzman; Tech Builders (via telephone)
Nancy Loew; Homeowner (via telephone)
Janet McMonigal; Homeowner
Tani Sultana; Homeowner

Call to Order A quorum of the Board was present, and the Directors confirmed their qualification to serve. The meeting was called to order at 10:02 a.m.

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

Approve Agenda The Board reviewed the Agenda. A motion was made to amend the agenda by deleting items III.B.2 and VI.B. The motion was seconded and approved by unanimous vote of the directors present.

RECORD OF PROCEEDINGS

Visitor Comments Ms. McMonigal thanked District staff for their good work and asked the Board to reevaluate their approach to landscaping at the intersection of Rex & Meridian by using native landscaping rather than grass.
Ms. Sultana expressed appreciation for the Board's approval of a memorial bench and described the results of an informal Facebook survey relating to District matters.

Ms. Loew noted that a resident-sponsored fall festival would be taking place on Sunday, October 11, and described the Active Older Adult and Silver Sneakers programs that are no longer available in the district but are still advertised on the website for the Recreation Center. She noted that some dead trees still remained standing, and that reseeded needed to continue.

Approve Minutes The Board reviewed the September 8, 2021 Board Minutes and a motion was made and seconded to approve the minutes as presented. The motion was approved by unanimous vote of the directors present.

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

Review 2020 Tap Fee Report: Ms. Coe reviewed the September 2021 Tap Fee Report with the Board for information only.

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

MSMD Interim checks for ratification: #13299 for \$800.00

MSMD: payments totaling \$512,683.03

MRMD: #02297-#02302 totaling \$1,732.40

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

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

Receive Finance Committee Report: Ms. Coe noted that the Finance Committee met on September 22, 2021, to approve interim payments; and on September 29, 2021, to approve the 2020 audit for submission by the state's extended deadline of September 30 and to accept the 2020 audit for Meridian Ranch Metropolitan District and Meridian Service Metropolitan District.

RECORD OF PROCEEDINGS

A motion was made to ratify the action of the Finance Committee and District Manager to allow for timely filing of the 2020 audit and accept the 2020 audit for Meridian Ranch Metropolitan District and Meridian Service Metropolitan District. The motion was seconded and approved by unanimous vote of the 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 89-95 of the Revised Board Packet. Director Gessner asked about the status of grass in Greens Park, and Mr. Nikkel noted that the project is scheduled for 2022. Directors and staff also discussed strategies for upcoming sprinkler blowouts.
- Mr. Kozlowski presented the Recreation Center Report to the Board which included information on page 96 of the Board Packet.

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

- Staff completed safety training courses that qualify the district for a 10% discount on Property & Liability premiums for 2022.

Action Items:

1. Authorize Jim Nikkel and Jennette Coe as Member Representatives for the Colorado Special Districts Property and Liability Pool

A motion was made and seconded to authorize Mr. Nikkel and Ms. Coe as member representatives. The motion was approved by unanimous vote of the directors present.

2. Motion to set December 8, 2021, 10 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, CO 80831 as the 2022 budget hearing.

A motion was made and seconded to set the hearing date and location. The motion was approved by unanimous vote of the directors present.

Developer Items

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

- New lots have been added in Rolling Hills Ranch #1 & 2.
- RHR #3 will be available by summer of 2022.
- Working on drawings to extend Rex Road to the east, and in conversation with El Paso County on improvements to Eastonville from Rex Road to McLaughlin (near the Safeway).

RECORD OF PROCEEDINGS

Director Items

Directors discussed potential participation in applying for American Rescue Plan Act funding for water & wastewater projects. Mr. Nikkel will discuss with Cherokee Metro District the possibility of applying for ARPA funds for upcoming joint projects and will provide feedback to Directors.

Legal Items

A motion was made, seconded, and approved by unanimous vote of directors present to open an executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice regarding arbitration/post-arbitration matters with Cherokee Metropolitan District, including financing of arbitration obligation, and status of Sterling Ranch Participation.

A motion was made, seconded, and approved by unanimous vote of directors present to close the executive session.

Adjournment

There being no further business to come before the Board, the President adjourned the meeting at 12:25 p.m.

The next regular meeting of the Boards is scheduled for November 3, 2021 at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

Respectfully submitted,

Secretary for the Meeting



SpencerFane®

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

October 6, 2021

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

Re: Opinion Concerning Executive Session Held October 6, 2021

Dear Mr. Nikkel:

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

Sincerely,

SPENCER FANE LLP

A handwritten signature in blue ink, appearing to read 'R. Fano', written over a printed name.

Ronald L. Fano

**MERIDIAN RANCH METROPOLITAN DISTRICT
CASH POSITION
Year to Date (YTD) as of September 30, 2021
Adjusted as of October 27, 2021**

Account Activity Item Description	CHECKING Wells Fargo	INVESTMENTS			TOTAL ALL ACCOUNTS
		ColoTrust Plus	Compass Loan Account	Compass Reserve	
Beginning balance per bank	\$ 554,808	\$ 684,033	\$ 3,188,955	\$ 1,411,633	\$ 5,839,429
YTD credits - deposits, wires and transfers	1,447,459	2,310,037	4,317,452	240	8,075,188
YTD debits - vouchers, wires and transfers	(1,994,373)	(2,137,768)	(1,390,138)	-	(5,522,279)
Bank balance at end of period	7,894	856,302	6,116,269	1,411,873	8,392,338
Less: outstanding checks	(462)	-	-	-	(462)
Adjusted balance at end of period	7,432	856,302	6,116,269	1,411,873	8,391,876
Less amount restricted for debt	-	224,319	(6,116,269)	(1,411,873)	(7,303,823)
Less amount allocated for capital projects	-	(224,086)	-	-	(224,086)
Unrestricted balance at end of period	7,432	856,535	-	-	863,967
Current activity:					
Current payables	(9,300)	-	-	-	(9,300)
Due from Subdistrict	644	-	-	-	644
Deposits	1,411,000	21,865	-	-	1,432,865
Payments	(1,732)	-	-	-	(1,732)
Payroll tax payments	(459)	-	-	-	(459)
Transfers	15,000	(15,000)	-	-	-
Taxes transferred	-	(17,492)	17,492	-	-
Tap fees	(1,411,000)	-	1,411,000	-	-
Less amount restricted for debt	-	-	(1,428,492)	-	(1,428,492)
Adjusted current unrestricted balance	\$ 11,585	\$ 845,908	\$ -	\$ -	\$ 857,493

**MERIDIAN RANCH METROPOLITAN DISTRICT
FUND ALLOCATION OF AVAILABLE BALANCES
Year to Date (YTD) as of September 30, 2021**

Account Activity Item Description	GENERAL	DEBT	CTF	TOTALS ALL FUNDS
Beginning funds available	\$ 694,748	\$ 5,144,588	\$ -	\$ 5,839,336
YTD REVENUES PER FINANCIAL STATEMENTS				
Property taxes	430,836	1,723,189	-	2,154,025
Specific ownership taxes	37,466	149,864	-	187,330
Investment income	463	1,467	-	1,930
Facility fees transferred from Meridian Service	-	1,375,000	-	1,375,000
Conservation Trust Entitlements	-	-	38,156	38,156
Miscellaneous	19	50,000	-	50,019
Subdistrict - IGA	3,284	-	-	3,284
Total YTD revenues	472,068	3,299,520	38,156	3,809,744
Beginning funds available plus YTD revenues	1,166,816	8,444,108	38,156	9,649,080
Less YTD expenditures per financial statements	(302,849)	(916,199)	(38,156)	(1,257,204)
YTD ENDING AVAILABLE FUND BALANCES	\$ 863,967	\$ 7,527,909	\$ -	\$ 8,391,876

Budget vs. Actual Page Reference: Page 3 Page 4 Page 5

MERIDIAN RANCH METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - Cash Basis (Non-GAAP)
GENERAL FUND
For the Three and Nine Months Ended September 30, 2021
Unaudited

	<u>Jul-Sept Activity</u>	<u>YTD Actual</u>	<u>Adopted 2021 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (75% YTD)</u>
REVENUES					
Property taxes	\$ 169,539	\$ 430,836	\$ 432,234	\$ (1,398)	100%
Specific ownership taxes	13,048	37,466	38,647	(1,181)	97%
Investment income	173	463	5,000	(4,537)	9%
Miscellaneous	-	19	-	19	-
Subdistrict - IGA	1,500	3,284	8,776	(5,492)	37%
Total revenues	<u>184,260</u>	<u>472,068</u>	<u>484,657</u>	<u>(12,589)</u>	<u>97%</u>
EXPENDITURES					
Audit	600	3,302	10,000	(6,698)	33%
County treasurer fees	2,546	6,466	6,484	(18)	100%
Director fees and payroll taxes	2,885	5,791	12,000	(6,209)	48%
District management and accounting	2,702	16,365	30,000	(13,635)	55%
Dues and membership	-	598	1,500	(902)	40%
Insurance	-	4,702	5,000	(298)	94%
Legal	-	162	28,000	(27,838)	1%
Miscellaneous	261	902	1,000	(98)	90%
Payroll taxes	115	222	918	(696)	24%
Subdistrict IGA	644	4,339	8,776	(4,437)	-
Transfer to Meridian Service	-	260,000	260,000	-	100%
3% Tabor Reserve	-	-	14,600	(14,600)	0%
Total expenditures	<u>9,753</u>	<u>302,849</u>	<u>378,278</u>	<u>(75,429)</u>	<u>80%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 174,507</u>	169,219	<u>\$ 106,379</u>	<u>\$ 62,840</u>	
BEGINNING FUND BALANCE		<u>694,748</u>			
ENDING FUND BALANCE		<u>\$ 863,967</u>			

**MERIDIAN RANCH METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - Cash Basis (Non-GAAP)
DEBT FUND
For the Three and Nine Months Ended September 30, 2021
Unaudited**

	<u>Jul-Sept Activity</u>	<u>YTD Actual</u>	<u>Adopted 2021 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (75% YTD)</u>
REVENUES					
Property taxes	\$ 678,094	\$ 1,723,189	\$ 1,728,777	\$ (5,588)	100%
Specific ownership taxes	52,193	149,864	154,589	(4,725)	97%
Facilities fees transferred from MSMD	340,000	1,375,000	3,600,000	(2,225,000)	38%
Investment income	491	1,467	10,000	(8,533)	15%
Miscellaneous	-	50,000	-	50,000	-
Total revenues	<u>1,070,778</u>	<u>3,299,520</u>	<u>5,493,366</u>	<u>(2,193,846)</u>	<u>60%</u>
EXPENDITURES					
County treasurer fees	10,183	25,861	25,932	(71)	100%
Bond interest (2008 \$7M)	-	-	350,000	(350,000)	0%
Loan interest (2013 \$33.5M)	-	417,578	837,450	(419,872)	50%
Loan principal (2013 \$33.5M)	-	-	990,000	(990,000)	0%
Loan interest (2014 \$3.5M)	-	47,678	95,617	(47,939)	50%
Loan principal (2014 \$3.5M)	-	-	105,000	(105,000)	0%
Loan interest (2018 \$24M)	-	424,419	851,170	(426,751)	50%
Loan principal (2018 \$24M)	-	-	300,000	(300,000)	0%
Paying agent and bank fees	144	663	1,000	(337)	66%
Transfer to Meridian Service	-	-	750,000	(750,000)	0%
Miscellaneous	-	-	1,000	(1,000)	0%
Total expenditures	<u>10,327</u>	<u>916,199</u>	<u>4,307,169</u>	<u>(3,390,970)</u>	<u>21%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 1,060,451</u>	2,383,321	<u>\$ 1,186,197</u>	<u>\$ 1,197,124</u>	
BEGINNING FUND BALANCE		<u>5,144,588</u>			
ENDING FUND BALANCE		<u>\$ 7,527,909</u>			

**MERIDIAN RANCH METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - Cash Basis (Non-GAAP)
CONSERVATION TRUST FUND
For the Three and Nine Months Ended September 30, 2021
Unaudited**

	<u>Jul-Sept Activity</u>	<u>YTD Actual</u>	<u>Adopted 2021 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (75% YTD)</u>
REVENUES					
Conservation Trust entitlements	\$ 11,498	\$ 38,156	\$ 35,000	\$ 3,156	109%
Total revenues	<u>11,498</u>	<u>38,156</u>	<u>35,000</u>	<u>3,156</u>	<u>109%</u>
EXPENDITURES					
Transfer to Meridian Service	26,368	38,156	35,000	3,156	109%
Total expenditures	<u>26,368</u>	<u>38,156</u>	<u>35,000</u>	<u>3,156</u>	<u>109%</u>
NET CHANGE IN FUND BALANCE	<u>\$ (14,870)</u>	-	<u>\$ -</u>	<u>\$ -</u>	
BEGINNING FUND BALANCE		<u>-</u>			
ENDING FUND BALANCE		<u>\$ -</u>			

MERIDIAN RANCH METROPOLITAN DISTRICT 2018 SUBDISTRICT
CASH POSITION RECONCILED TO GENERAL LEDGER
 Year to Date (YTD) as of September 30, 2021
 Adjusted as of October 27, 2021
 Unaudited

Account Activity Item Description	INVESTMENTS ColoTrust Plus	TOTAL ALL ACCOUNTS
Beginning balance per bank	\$ 22,375	\$ 22,375
YTD credits - Total deposits, wires and transfers	60,518	60,518
YTD debits - Total vouchers, wires and transfers	(3,284)	(3,284)
Bank balance at end of period	79,609	79,609
Less: Due to MRMD	(644)	(644)
Current cash balance	\$ 78,965	\$ 78,965

**MERIDIAN RANCH METROPOLITAN DISTRICT SUBDISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
BUDGET VS. ACTUAL - Cash Basis (Non-GAAP)
SUBDISTRICT FUND
For the Three and Nine Months Ended September 30, 2021**

Unaudited

	<u>Jul-Sept Activity</u>	<u>YTD Actual</u>	<u>Adopted 2021 Budget</u>	<u>Variance Over (Under)</u>	<u>Percent of Budget (75% YTD)</u>
REVENUES					
Property taxes	\$ 18,686	\$ 56,859	\$ 57,147	\$ (288)	99%
Specific ownership taxes	1,725	4,487	2,000	2,487	224%
Interest	5	23	50	(27)	46%
Total revenues	<u>20,416</u>	<u>61,369</u>	<u>59,197</u>	<u>2,172</u>	<u>104%</u>
EXPENDITURES					
Accounting and management	644	3,130	5,000	(1,870)	63%
Audit	-	798	1,000	(202)	80%
Legal	-	-	1,000	(1,000)	0%
County treasurer fees	282	851	857	(6)	99%
3% TABOR reserve	-	-	1,776	(1,776)	0%
Total expenditures	<u>926</u>	<u>4,779</u>	<u>9,633</u>	<u>(4,854)</u>	<u>50%</u>
NET CHANGE IN FUND BALANCE	<u>\$ 19,490</u>	56,590	<u>\$ 49,564</u>	<u>\$ 7,026</u>	
BEGINNING FUND BALANCE		<u>22,375</u>			
ENDING FUND BALANCE		<u>\$ 78,965</u>			

**MERIDIAN SERVICE METROPOLITAN DISTRICT
CASH POSITION SUMMARY
For the Period Ended September 30, 2021
Adjusted as of October 28, 2021**

	CHECKING Wells Fargo
Account Activity Item Description	
Cash balance at end of period	\$ 3,572,387
October activity:	
Utility billing from residents	425,326
Recreation Center fees	9,120
Tap fees and meter fees (In)	1,106,060
Tap fees transferred to MRMD (Out)	(1,411,000)
El Paso County Collection of Delinquent Accounts	809
AT&T, Falcon Freedom Days and reimbursements	1,563
Payroll	(143,499)
Reserve Transfers	(143,278)
Sterling Ranch 2020 Tap Fee Payment	1,312,423
October checks and payments	
Operations incl. interim checks	(1,086,947)
Interest, fees and returned checks	(979)
Sub-total	3,641,985
November 3rd payment Estimate	(250,000)
Adjusted balance	\$ 3,391,985
Less restricted funds as of October 31, 2021:	
Conservation Trust Funds	-
5% Reserve Fund	(47,083)
Sewer Reserve Fund	(6,150)
Capital Project Funds	(1,432,201)
Rate Stabilization Fund	5,417
Adjusted Unrestricted Balance	\$ 1,911,968

**MERIDIAN SERVICE METROPOLITAN DISTRICT
CASH POSITION RECONCILED TO GENERAL LEDGER
CASH POSITION SUMMARY
For the Period Ended September 30, 2021
Adjusted as of October 28, 2021**

Account Activity Item Description	Checking Wells Fargo	Petty Cash	INVESTMENTS ColoTrust Plus					TOTAL ALL ACCOUNTS
			Conservation Trust Funds	5% Reserve	Sewer Reserve (\$2)	Capital Project Funds	Rate Stabilization Funds	
Cash balance at end of period	3,572,387	384	38,194	305,599	1	4,223,301	667,627	8,807,494
October activity:								
Utility billing from residents	425,326	-	-	-	-	-	-	425,326
Recreation Center fees	9,120	-	-	-	-	-	-	9,120
Tap fees and meter fees (In)	1,106,060	-	-	-	-	-	-	1,106,060
Tap fees transferred to MRMD (Out)	(1,411,000)	-	-	-	-	-	-	(1,411,000)
El Paso County Collection of Delinquent Accounts	809	-	-	-	-	-	-	809
AT&T, Falcon Freedom Days and reimbursements	1,563	-	-	-	-	-	-	1,563
Payroll	(143,499)	-	-	-	-	-	-	(143,499)
Reserve Transfers	(143,278)	-	-	141,250	18,278	-	(16,250)	-
Sterling Ranch 2020 Tap Fee Payment	1,312,423	-	-	-	-	-	-	1,312,423
October checks and payments								
Operations incl. interim checks	(1,086,947)	-	-	-	-	-	-	(1,086,947)
Interest, fees and returned checks	(979)	-	0	18	3	94	15	(848)
Sub-total	3,641,985	384	38,194	446,868	18,282	4,223,395	651,392	9,020,501
November 3rd payment Estimate	(250,000)	-	-	-	-	-	-	(250,000)
Adjusted balance	3,391,985	384	38,194	446,868	18,282	4,223,395	651,392	8,770,501
Less restricted funds as of October 31, 2021:								
Petty Cash	-	(384)	-	-	-	-	-	(384)
Conservation Trust Funds	-	-	(38,194)	-	-	-	-	(38,194)
5% Reserve Fund	(47,083)	-	-	(446,868)	-	-	-	(493,951)
Sewer Reserve Fund	(6,150)	-	-	-	(18,282)	-	-	(24,432)
Capital Project Funds	(1,432,201)	-	-	-	-	(4,223,395)	-	(5,655,596)
Rate Stabilization Fund	5,417	-	-	-	-	-	(651,392)	(645,975)
Unrestricted cash balance	\$ 1,911,968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,911,968

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

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
SUMMARY OF ALL FUNDS
For the One Month and Nine Months Ended September 30, 2021

	Month of Sep 2021	YTD Actual	Adopted 2021 Budget	Variance	% of Budget (75.0% YTD)
				Over (Under) Budget	
REVENUES					
General Revenue - Fund 10	(\$1,487)	\$280,340	\$286,910	(\$6,570)	97.7%
Parks/Grounds Revenue - Fund 15	93,035	822,834	1,107,175	(284,341)	74.3%
Rec Center Revenue - Fund 16	165,931	1,450,721	1,889,250	(438,529)	76.8%
Water Revenue - Fund 40	381,504	2,403,688	3,150,000	(746,312)	76.3%
Sewer Revenue - Fund 50	146,707	1,421,387	3,107,525	(1,686,138)	45.7%
Billing Fees	8,040	50,287	71,400	(21,113)	70.4%
Grant Revenue	11,498	38,428	35,000	3,428	109.8%
Development Inspection Fees	69,625	69,625	-	69,625	-
Interest Income	19,378	59,077	-	59,077	-
Miscellaneous Income	-	13,711	-	13,711	-
TOTAL REVENUES	894,230	6,610,099	9,647,260	(3,037,161)	68.5%
EXPENSES					
Capital Expenses					
Capital Expense - Other	-	116,292	1,630,000	(1,513,708)	7.1%
Capital Expense P&G Fund 15	-	300,000	300,000	-	100.0%
Capital Expense MRRC Fund 16	47	9,847	350,000	(340,153)	2.8%
Capital Expense Water Fund 40	446,301	3,458,138	6,115,000	(2,656,862)	56.6%
Capital Expense Sewer Fund 50	210	506,940	1,295,000	(788,060)	39.1%
Capital Outlay - Vehicle	-	109,422	131,900	(22,478)	83.0%
Developer Reimbursements	-	-	750,000	(750,000)	-
TOTAL Capital Expenses	446,558	4,500,639	10,571,900	(6,071,261)	42.6%
Total Fund & General Expenses					
General & Admin. Expense	55,040	938,004	805,015	132,989	116.5%
Personnel Expenses	156,762	1,418,925	2,365,640	(946,715)	60.0%
Parks/Grounds Expense - Fund 15	71,823	297,527	427,500	(129,973)	69.6%
MRRC Expense - Fund 16	23,330	213,710	390,000	(176,290)	54.8%
Water Expense - Fund 40	25,408	200,858	508,010	(307,152)	39.5%
Sewer Expense - Fund 50	29,823	516,301	696,300	(179,999)	74.1%
General Operating Expenses	105,438	801,129	1,063,733	(262,604)	75.3%
TABOR Emergency Reserve 3%	-	-	8,610	(8,610)	-
TOTAL Total Fund & General Expenses	467,623	4,386,453	6,264,808	(1,878,355)	70.0%
TOTAL EXPENSES	914,181	8,887,092	16,836,708	(7,949,616)	52.8%
EXCESS REVENUES OVER (UNDER) EXPENSES	(19,950)	(2,276,993)	(7,189,448)	4,912,455	
Other Financing Sources (Uses)					
Tap Fees Received	1,018,000	2,865,000	3,500,000	(635,000)	81.9%
Tap Fees Transferred to MRMD	(97,000)	(1,341,000)	(3,500,000)	2,159,000	38.3%
Transfer from (to) MRMD	-	-	750,000	(750,000)	-
Transfer from (to) Other Funds	(47,799)	1,448,494	(572,048)	2,020,542	-253.2%
Emergency Reserve (5%)	47,083	(1,085,871)	565,000	(1,650,871)	-192.2%
Emergency Reserve (\$2) - Sewer	6,132	(313,873)	72,048	(385,921)	-435.6%
Rate Stabilization Reserve	(5,417)	(48,750)	(65,000)	16,250	75.0%
TOTAL Other Financing Sources (Uses)	921,000	1,524,000	750,000	774,000	203.2%
NET CHANGE IN FUND BALANCE	\$901,050	(\$752,993)	(\$6,439,448)	\$5,686,455	
BEGINNING FUND BALANCE**		10,022,479			
ENDING FUND BALANCE		\$9,269,486			
Operating Capital Fund Balance		8,153,783			
Emergency Reserve Fund Balance 5%		446,268			
Sewer Reserve Fund Balance \$2		18,185			
Rate Stabilization Fund Balance		651,250			
Total Fund Balance		\$9,269,486			

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 Nine Months Ended September 30, 2021

	Month of Sep 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (75.0% YTD)
REVENUES					
IGA - Meridian Ranch	-	\$260,000	\$260,000	-	100.0%
AT&T Lease	1,553	13,459	18,310	(4,851)	73.5%
Newsletter Contrib.	(3,040)	-	4,800	(4,800)	-
MSMD Office Sub-Lease	-	6,882	3,800	3,082	181.1%
Grant Revenue	-	240	-	240	-
Interest Income	5	580	-	580	-
Miscellaneous Income	-	163	-	163	-
TOTAL REVENUES	(1,483)	281,323	286,910	(5,587)	98.1%
EXPENSES					
Accounting	-	41	1,100	(1,059)	3.7%
Audit	-	342	14,500	(14,158)	2.4%
Payroll & HR Services	5,035	36,957	43,800	(6,843)	84.4%
Engineering/Consulting	165	1,261	700	561	180.2%
Legal	5,441	67,269	30,000	37,269	224.2%
Personnel Expenses	2,927	18,120	35,215	(17,095)	51.5%
Copier - Contract Expenses	-	1,033	6,605	(5,572)	15.6%
IT/Computer/Software	450	2,059	10,000	(7,941)	20.6%
Rent - Shared	3,663	32,381	75,000	(42,619)	43.2%
Telephone & Internet	866	7,780	8,425	(645)	92.3%
Utilities - Shared	553	4,996	6,695	(1,699)	74.6%
Supplies	19	2,764	3,100	(336)	89.2%
Licenses,Certs & Memberships	350	849	1,000	(151)	84.9%
Subscriptions	-	64	700	(636)	9.2%
Bank Charges	-	138	500	(362)	27.6%
Public Information	-	300	500	(200)	60.0%
Meals & Entertainment	144	1,241	200	1,041	620.6%
Miscellaneous Expense	32	347	1,000	(653)	34.7%
COVID Expense	-	(105)	3,200	(3,305)	-3.3%
Insurance	345	3,307	3,500	(193)	94.5%
Vehicle, Equipment & Travel	1,024	3,048	3,000	48	101.6%
TABOR Emergency Reserve 3%	-	-	8,610	(8,610)	-
TOTAL EXPENSES	21,014	184,193	257,350	(73,157)	71.6%
NET CHANGE IN FUND BALANCE	(\$22,497)	\$97,130	\$29,560	\$67,570	
BEGINNING FUND BALANCE**		67,344			
ENDING FUND BALANCE		<u>\$164,474</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 Nine Months Ended September 30, 2021

	Month of Sep 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (75.0% YTD)
REVENUES					
Parks & Grounds Fees	\$77,912	\$689,234	\$927,150	(\$237,916)	74.3%
Street Lighting Fees	15,123	133,600	180,025	(46,425)	74.2%
Billing Fees	2,010	12,572	17,850	(5,278)	70.4%
Grant Revenue	11,498	38,156	35,000	3,156	109.0%
Interest Income	15	60	-	60	-
Miscellaneous Income	-	1,817	-	1,817	-
TOTAL REVENUES	106,557	875,439	1,160,025	(284,586)	75.5%
EXPENSES					
General & Admin. Expense					
Accounting	-	154	4,550	(4,396)	3.4%
Customer Billing Services	1,936	16,554	11,040	5,514	149.9%
Engineering/Consulting	625	4,779	3,500	1,279	136.6%
Legal	-	117	2,500	(2,383)	4.7%
Personnel Expenses	12,663	118,735	246,875	(128,140)	48.1%
General Operations - Admin	72	8,702	9,900	(1,198)	87.9%
TOTAL General & Admin. Expense	15,296	149,042	278,365	(129,323)	53.5%
Operating Expense					
Landscape Repair & Maint.	70,341	288,186	364,500	(76,314)	79.1%
Hardscape Repair & Maint.	-	35	21,000	(20,965)	0.2%
Park Maint.	1,384	8,656	27,000	(18,344)	32.1%
Pond Maint.	98	651	15,000	(14,349)	4.3%
Utilities	13,675	136,780	171,350	(34,570)	79.8%
Insurance	1,347	12,812	12,360	452	103.7%
Vehicle, Equipment & Travel	878	6,456	15,000	(8,544)	43.0%
TOTAL Operating Expense	87,724	453,575	626,210	(172,635)	72.4%
Capital Outlay - Vehicle	-	48,329	58,900	(10,571)	82.1%
TOTAL EXPENSES	103,020	650,945	963,475	(312,530)	67.6%
EXCESS REVENUES OVER (UNDER) EXPENSES	3,538	224,494	196,550	27,944	
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) Capital	(25,000)	(225,000)	(300,000)	75,000	75.0%
TOTAL Transfer from (to) Other Funds	(25,000)	(225,000)	(300,000)	75,000	75.0%
TOTAL Other Financing Sources (Uses)	(25,000)	(225,000)	(300,000)	75,000	75.0%
NET CHANGE IN FUND BALANCE	(\$21,462)	(\$506)	(\$103,450)	\$102,944	
BEGINNING FUND BALANCE**		438,423			
ENDING FUND BALANCE		<u>\$437,917</u>			
Operating Capital Fund Balance		282,913			
Emergency Reserve Fund Balance 5%		145,004			
Rate Stabilization Fund Balance		10,000			
Total Fund Balance		<u>\$437,917</u>			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
Recreation Center Fund
For the One Month and Nine Months Ended September 30, 2021

	Month of Sep 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (75.0% YTD)
REVENUES					
Recreation Center Service Fees	\$151,670	\$1,338,289	\$1,804,450	(\$466,161)	74.2%
Fee Based Programming	10,006	97,695	60,000	37,695	162.8%
MRRC Concession Sales	615	1,857	1,000	857	185.7%
Falcon Freedom Days Revenue	-	8,750	20,000	(11,250)	43.8%
Billing Fees	2,010	12,572	17,850	(5,278)	70.4%
Advertising Fees	3,640	4,130	3,800	330	108.7%
Grant Revenue	-	32	-	32	-
Interest Income	25	39	-	39	-
Miscellaneous Income	-	3,406	-	3,406	-
TOTAL REVENUES	167,966	1,466,769	1,907,100	(440,331)	76.9%
EXPENSES					
General & Admin. Expense					
Accounting	-	263	6,700	(6,437)	3.9%
Customer Billing Services	3,291	28,142	18,600	9,542	151.3%
Engineering/Consulting	1,064	9,473	5,000	4,473	189.5%
Legal	-	-	5,000	(5,000)	-
Personnel Expenses	81,234	718,488	970,200	(251,712)	74.1%
General Operations - Admin	4,436	46,142	48,350	(2,208)	95.4%
TOTAL General & Admin. Expense	90,025	802,507	1,053,850	(251,343)	76.2%
Operating Expense					
Programming Supplies	4,883	45,732	63,500	(17,768)	72.0%
Building Maint.	6,964	74,273	161,450	(87,177)	46.0%
Grounds Maint.	1,958	1,958	2,000	(43)	97.9%
Pool Maint.	1,310	22,796	54,050	(31,254)	42.2%
MRRC Security	950	3,031	4,000	(969)	75.8%
Exercise Equip. & Furn.-Replace	4,361	32,193	40,000	(7,807)	80.5%
MR Community Events	2,904	6,181	15,000	(8,819)	41.2%
Falcon Freedom Days Expenses	-	27,547	50,000	(22,453)	55.1%
Utilities	14,314	138,686	182,100	(43,414)	76.2%
Insurance	2,226	21,323	18,823	2,500	113.3%
Vehicle, Equipment & Travel	102	938	5,500	(4,562)	17.1%
TOTAL Operating Expense	39,972	374,657	596,423	(221,766)	62.8%
Capital Outlay - Vehicle	-	10,076	-	10,076	-
TOTAL EXPENSES	129,997	1,187,240	1,650,273	(463,033)	71.9%
EXCESS REVENUES OVER (UNDER) EXPENSES	37,969	279,530	256,827	22,703	
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) Capital	(16,667)	(150,000)	(200,000)	50,000	75.0%
Transfer from (to) Emer Reserve	(4,167)	(37,500)	(50,000)	12,500	75.0%
TOTAL Transfer from (to) Other Funds	(20,833)	(187,500)	(250,000)	62,500	75.0%
Emergency Reserves					
Emergency Reserve (5%)	4,167	37,500	50,000	(12,500)	75.0%
TOTAL Emergency Reserves	4,167	37,500	50,000	(12,500)	75.0%
TOTAL Other Financing Sources (Uses)	(16,667)	(150,000)	(200,000)	50,000	75.0%
NET CHANGE IN FUND BALANCE	\$21,302	\$129,530	\$56,827	\$72,703	
BEGINNING FUND BALANCE**		389,567			
ENDING FUND BALANCE		<u>\$519,097</u>			
Operating Capital Fund Balance		362,019			
Emergency Reserve Fund Balance 5%		147,078			
Rate Stabilization Fund Balance		10,000			
Total Fund Balance		<u>\$519,097</u>			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
Capital Fund
For the One Month and Eight Months Ended September 30, 2021

	Month of Sep 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (75.0% YTD)
REVENUES					
IGA Shared Water Cost Reimb.	-	\$142	-	\$142	-
IGA Shared Sewer Cost Reimb.	-	72,000	-	72,000	-
Interest Income	73	1,835	-	1,835	-
TOTAL REVENUES	73	73,977	-	73,977	-
EXPENSES					
General & Admin. Expense					
Legal	-	-	10,000	(10,000)	-
TOTAL General & Admin. Expense	-	-	10,000	(10,000)	-
Capital Expense - Other					
Build-Out CIP & Funding Plan	-	116,292	100,000	16,292	116.3%
District Office Yard & Shop	-	-	1,300,000	(1,300,000)	-
Imp/Mtc Drainage Channels/Ponds	-	-	230,000	(230,000)	-
TOTAL Capital Expense - Other	-	116,292	1,630,000	(1,513,708)	7.1%
Capital Expense P&G Fund 15					
3rd Const & Acq-Winding Walk	-	300,000	300,000	-	100.0%
TOTAL Capital Expense P&G Fund 15	-	300,000	300,000	-	100.0%
Capital Expense MRRC Fund 16					
MRRC Expansion	-	-	50,000	(50,000)	-
MRRC #2 Rainbow Bridge Dr.	-	-	100,000	(100,000)	-
Lobby Remodel	47	9,847	200,000	(190,153)	4.9%
TOTAL Capital Expense MRRC Fund 16	9,800	9,800	350,000	(340,153)	2.8%
Capital Expense Water Fund 40					
Guthrie Well Area B & Line Exp	-	113	50,000	(49,888)	0.2%
Expand Filter Plant & Bldg	4,483	8,958	830,000	(821,042)	1.1%
Purchase WHMD 2.0 MG Water Tank	-	-	370,000	(370,000)	-
ACGC Weir Improvements	-	-	15,000	(15,000)	-
Well Site No. 5 ,7 & 8	441,818	3,019,884	4,400,000	(1,380,116)	68.6%
Eastonville Raw Water Pipeline	-	403,896	450,000	(46,104)	89.8%
Water Rights	-	25,288	-	25,288	-
TOTAL Capital Expense Water Fund 40	446,301	3,458,138	6,115,000	(2,656,862)	56.6%
Capital Expense Sewer Fund 50					
Lift Station 2020 Improvements	-	-	30,000	(30,000)	-
Woodmen Hills Sewer Bypass	210	506,940	710,000	(203,060)	71.4%
WH Sewer Bypass Phase 2 & 3	-	-	500,000	(500,000)	-
Mid-Point Injection Station	-	-	20,000	(20,000)	-
2021 Lift Station Improvements	-	-	35,000	(35,000)	-
TOTAL Capital Expense Sewer Fund 50	210	506,940	1,295,000	(788,060)	39.1%
Developer Reimbursements					
	-	-	750,000	(750,000)	-
TOTAL EXPENSES	446,558	4,391,217	10,450,000	(6,058,783)	42.0%
EXCESS REVENUES OVER (UNDER) EXPENSES	(446,484)	(4,317,240)	(10,450,000)	6,132,760	
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) MRMD	-	-	750,000	(750,000)	-
Transfer from (to) P&G Fund	25,000	225,000	300,000	(75,000)	75.0%
Transfer from (to) Rec Fund	16,667	150,000	200,000	(50,000)	75.0%
Transfer from (to) Capital	-	1,877,536	-	1,877,536	-
Transfer from (to) Water Fund	166,667	1,500,000	2,000,000	(500,000)	75.0%
Transfer from (to) Sewer Fund	65,417	588,750	785,000	(196,250)	75.0%
TOTAL Transfer from (to) Other Funds	273,750	4,341,286	4,035,000	306,286	107.6%
TOTAL Other Financing Sources (Uses)	273,750	4,341,286	4,035,000	306,286	107.6%
NET CHANGE IN FUND BALANCE	(\$172,734)	\$24,047	(\$6,415,000)	\$6,439,047	
BEGINNING FUND BALANCE**		4,384,359			
ENDING FUND BALANCE		<u>\$4,408,406</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 Nine Months Ended September 30, 2021

	Month of Sep 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (75.0% YTD)
REVENUES					
Water Service Fees - Res.	\$302,429	\$2,007,764	\$2,541,975	(\$534,211)	79.0%
Water Service Fees - Comm.	6,982	103,846	142,975	(39,129)	72.6%
Meter Set Fees	35,260	101,895	187,500	(85,605)	54.3%
Irrigation	36,890	191,534	252,550	(61,016)	75.8%
UB - Water Adjustments	(57)	(1,604)	-	(1,604)	-
IGA Shared Water Cost Reimb.	-	110	25,000	(24,890)	0.4%
Billing Fees	2,010	12,572	17,850	(5,278)	70.4%
Development Inspection Fees	34,813	34,813	-	34,813	-
Interest Income	34	52	-	52	-
Miscellaneous Income	-	3,991	-	3,991	-
TOTAL REVENUES	418,360	2,454,973	3,167,850	(712,877)	77.5%
EXPENSES					
General & Admin. Expense					
Accounting	-	359	9,000	(8,641)	4.0%
Customer Billing Services	4,453	38,074	45,000	(6,926)	84.6%
Engineering/Consulting	9,978	77,210	50,000	27,210	154.4%
Legal	2,209	17,885	20,000	(2,115)	89.4%
Personnel Expenses	27,768	268,640	576,825	(308,185)	46.6%
General Operations - Admin	843	23,714	25,800	(2,086)	91.9%
TOTAL General & Admin. Expense	45,250	425,883	726,625	(300,742)	58.6%
Operating Expense					
Water Operations General	6,642	32,098	112,785	(80,687)	28.5%
Raw Water Operations	4,653	40,986	53,650	(12,664)	76.4%
Water Treatment Operations	3,680	51,999	65,300	(13,301)	79.6%
Water Distribution Operations	10,039	61,642	229,775	(168,133)	26.8%
Non-Potable Water Operations	394	14,132	46,500	(32,368)	30.4%
Utilities	63,571	406,390	499,700	(93,310)	81.3%
Insurance	3,044	29,497	65,000	(35,503)	45.4%
Vehicle, Equipment & Travel	822	6,885	15,000	(8,115)	45.9%
TOTAL Operating Expense	92,845	643,630	1,087,710	(444,080)	59.2%
Capital Outlay - Vehicle	-	40,942	36,500	4,442	112.2%
TOTAL EXPENSES	138,095	1,110,455	1,850,835	(740,380)	60.0%
EXCESS REVENUES OVER (UNDER) EXPENSES	280,265	1,344,517	1,317,015	27,502	
Other Financing Sources (Uses)					
Tap & Transfers from (to) Other Funds					
Tap Fees Received	509,000	1,432,500	1,800,000	(367,500)	79.6%
Tap Fees Transferred to MRMD	(48,500)	(670,500)	(1,800,000)	1,129,500	37.3%
Transfer from (to) Capital	(166,667)	(1,500,000)	(2,000,000)	500,000	75.0%
Transfer from (to) Emer Reserve	(24,167)	(217,500)	(290,000)	72,500	75.0%
Transfer from (to) Rate Stabil	3,333	30,000	40,000	(10,000)	75.0%
TOTAL Tap & Transfers from (to) Other Fund	273,000	(925,500)	(2,250,000)	1,324,500	41.1%
Emergency Reserves					
Emergency Reserve (5%)	24,167	(617,817)	290,000	(907,817)	-213.0%
Rate Stabilization Reserve	(3,333)	(30,000)	(40,000)	10,000	75.0%
TOTAL Emergency Reserves	20,833	(647,817)	250,000	(897,817)	
TOTAL Other Financing Sources (Uses)	293,833	(1,573,317)	(2,000,000)	426,683	78.7%
NET CHANGE IN FUND BALANCE	\$574,098	(\$228,800)	(\$682,985)	\$454,185	
BEGINNING FUND BALANCE**		2,413,336			
ENDING FUND BALANCE		<u>\$2,184,536</u>			
Operating Capital Fund Balance		1,776,601			
Emergency Reserve Fund Balance 5%		97,936			
Rate Stabilization Fund Balance		<u>310,000</u>			
Total Fund Balance		<u>\$2,184,536</u>			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
Sewer Fund
For the One Month and Nine Months Ended September 30, 2021

	Month of Sep 2021	YTD Actual	Adopted 2021 Budget	Variance Over (Under) Budget	% of Budget (75.0% YTD)
REVENUES					
Sewer Fees - Res.	\$144,117	\$1,272,559	\$1,718,350	(\$445,791)	74.1%
Sewer Fees - Comm.	2,590	21,457	35,000	(13,543)	61.3%
Sterling Ranch Revenue	-	36,585	1,251,175	(1,214,590)	2.9%
IGA Shared Sewer Cost Reimb.	-	18,787	103,000	(84,213)	18.2%
Billing Fees	2,010	12,572	17,850	(5,278)	70.4%
Development Inspection Fees	34,813	34,813	-	34,813	-
Interest Income	19,226	56,511	-	56,511	-
Miscellaneous Income	-	4,334	-	4,334	-
TOTAL REVENUES	202,756	1,457,617	3,125,375	(1,667,758)	46.6%
EXPENSES					
General & Admin. Expense					
Accounting	-	255	9,000	(8,745)	2.8%
Customer Billing Services	3,227	27,590	42,000	(14,410)	65.7%
Engineering/Consulting	1,033	68,417	75,000	(6,583)	91.2%
Legal	3,182	384,966	170,000	214,966	226.5%
Personnel Expenses	32,170	294,942	536,525	(241,583)	55.0%
General Operations - Admin	1,642	25,491	27,050	(1,559)	94.2%
TOTAL General & Admin. Expense	41,254	801,661	859,575	(57,914)	93.3%
Operating Expense					
Sewer Operations	10,271	318,326	451,900	(133,574)	70.4%
Lift Station Operations	12,283	92,135	195,100	(102,965)	47.2%
Lift Station Operations-Shared	7,268	105,840	49,300	56,540	214.7%
Utilities	332	3,210	5,400	(2,190)	59.4%
Insurance	2,163	20,714	50,000	(29,286)	41.4%
Vehicle, Equipment & Travel	1,594	11,080	17,000	(5,920)	65.2%
TOTAL Operating Expense	33,912	551,305	768,700	(217,395)	71.7%
Capital Outlay - Vehicle	-	10,076	36,500	(26,424)	27.6%
TOTAL EXPENSES	75,166	1,363,042	1,664,775	(301,733)	81.9%
EXCESS REVENUES OVER (UNDER) EXPENSES	127,591	94,575	1,460,600	(1,366,025)	
Other Financing Sources (Uses)					
Tap & Transfers from (to) Other Funds					
Tap Fees Received	509,000	1,432,500	1,700,000	(267,500)	84.3%
Tap Fees Transferred to MRMD	(48,500)	(670,500)	(1,700,000)	1,029,500	39.4%
Transfer from (to) Capital	(65,417)	(588,750)	(785,000)	196,250	75.0%
Transfer from (to) Emer Reserve	(18,750)	(168,750)	(225,000)	56,250	75.0%
Transfer from (to) Emer. (\$2)	(6,132)	(54,042)	(72,048)	18,006	75.0%
Transfer from (to) Rate Stabil	2,083	18,750	25,000	(6,250)	75.0%
TOTAL Tap & Transfers from (to) Other Fund	372,285	(30,792)	(1,057,048)	1,026,256	2.9%
Emergency Reserves					
Emergency Reserve (5%)	18,750	(505,554)	225,000	(730,554)	-224.7%
Emergency Reserve (\$2) - Sewer	6,132	(313,873)	72,048	(385,921)	-435.6%
Rate Stabilization Reserve	(2,083)	(18,750)	(25,000)	6,250	75.0%
TOTAL Emergency Reserves	22,799	(838,177)	272,048	(1,110,225)	
TOTAL Other Financing Sources (Uses)	395,083	(868,969)	(785,000)	(83,969)	110.7%
NET CHANGE IN FUND BALANCE	\$522,674	(\$774,394)	\$675,600	(\$1,449,994)	
BEGINNING FUND BALANCE**		2,329,450			
ENDING FUND BALANCE		<u>\$1,555,056</u>			
Operating Capital Fund Balance		1,159,371			
Emergency Reserve Fund Balance 5%		56,250			
Sewer Reserve Fund Balance \$2		18,185			
Rate Stabilization Fund Balance		<u>321,250</u>			
Total Fund Balance		<u>\$1,555,056</u>			

Meridian Service Metropolitan District										
2021 Tap Report										
Counts	Date	Tap Receipt No.	Service Address	Filing #	Lot #	Builder	Tap Amt Paid	Meter Amt Paid	Check No.	Monthly Totals
161	10/1/2021	3403	9844 Meridian Hills Trail	Stonebridge 4	125	Campbell Homes	\$18,000.00	\$625.00	EPymnt: P21093002-2838149	
162	10/5/2021	3404	10538 Rolling Peaks Dr	Rolling Hills Ranch 1	13	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
163	10/5/2021	3405	10546 Rolling Peaks Dr	Rolling Hills Ranch 1	14	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
164	10/5/2021	3406	10554 Rolling Peaks Dr	Rolling Hills Ranch 1	15	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
165	10/5/2021	3407	10562 Rolling Peaks Dr	Rolling Hills Ranch 1	16	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
166	10/5/2021	3408	10570 Rolling Peaks Dr	Rolling Hills Ranch 1	17	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
167	10/5/2021	3409	10578 Rolling Peaks Dr	Rolling Hills Ranch 1	18	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
168	10/5/2021	3410	10586 Rolling Peaks Dr	Rolling Hills Ranch 1	19	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
169	10/5/2021	3411	10555 Rolling Peaks Dr	Rolling Hills Ranch 1	75	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
170	10/5/2021	3412	10547 Rolling Peaks Dr	Rolling Hills Ranch 1	76	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
171	10/5/2021	3413	10539 Rolling Peaks Dr	Rolling Hills Ranch 1	77	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
172	10/5/2021	3414	10531 Rolling Peaks Dr	Rolling Hills Ranch 1	78	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
173	10/5/2021	3415	13129 Crooked Hill Dr	Rolling Hills Ranch 1	99	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
174	10/5/2021	3416	13117 Crooked Hill Dr	Rolling Hills Ranch 1	100	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
175	10/5/2021	3417	13105 Crooked Hill Dr	Rolling Hills Ranch 1	101	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
176	10/5/2021	3418	13106 Crooked Hill Dr	Rolling Hills Ranch 1	102	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
177	10/5/2021	3419	13118 Crooked Hill Dr	Rolling Hills Ranch 1	103	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
178	10/5/2021	3420	13130 Crooked Hill Dr	Rolling Hills Ranch 1	104	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
179	10/5/2021	3421	13142 Crooked Hill Dr	Rolling Hills Ranch 1	105	Tralon Homes	\$18,000.00	\$625.00	Check #10000-00059492	
180	10/5/2021	3422	11150 Palmer Peak Pl	The Estates at Rolling Hills Ranch 1	1	Majestic Custom Homes	\$18,000.00	\$625.00	Check #1531 & #1532	
181	10/5/2021	3423	11180 Palmer Peak Pl	The Estates at Rolling Hills Ranch 1	2	Majestic Custom Homes	\$18,000.00	\$625.00	Check #1540 & #1541	
182	10/12/2021	3424	10758 Rolling Peaks Dr	Rolling Hills Ranch 1	230	ZRH Construction	\$18,000.00	\$625.00	Wire/#211012229061	
183	10/12/2021	3425	10759 Rolling Peaks Dr	Rolling Hills Ranch 1	267	ZRH Construction	\$18,000.00	\$625.00	Wire/#211012207972	
184	10/13/2021	3426	10766 Rolling Peaks Dr	Rolling Hills Ranch 1	231	ZRH Construction	\$18,000.00	\$625.00	Check #115465	
185	10/13/2021	3427	10767 Rolling Peaks Dr	Rolling Hills Ranch 1	266	ZRH Construction	\$18,000.00	\$625.00	Check #115466	
186	10/18/2021	3428	11270 Palmer Peak Pl	The Estates at Rolling Hills Ranch 1	5	Majestic Custom Homes	\$18,000.00	\$625.00	Cks #1564 & 1565	
187	10/18/2021	3429	11300 Palmer Peak Pl	The Estates at Rolling Hills Ranch 1	6	Majestic Custom Homes	\$18,000.00	\$625.00	Cks #1574 & 1575	
188	10/19/2021	3430	11390 Palmer Peak Pl	The Estates at Rolling Hills Ranch 1	9	Majestic Custom Homes	\$18,000.00	\$625.00	Cks #1014 & 1015	
189	10/20/2021	3431	10702 Rolling Peaks Dr	Rolling Hills Ranch 1	223	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
190	10/20/2021	3432	10710 Rolling Peaks Dr	Rolling Hills Ranch 1	224	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
191	10/20/2021	3433	10718 Rolling Peaks Dr	Rolling Hills Ranch 1	225	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
192	10/20/2021	3434	10726 Rolling Peaks Dr	Rolling Hills Ranch 1	226	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
193	10/20/2021	3435	10734 Rolling Peaks Dr	Rolling Hills Ranch 1	227	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
194	10/20/2021	3436	10742 Rolling Peaks Dr	Rolling Hills Ranch 1	228	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
195	10/20/2021	3437	10750 Rolling Peaks Dr	Rolling Hills Ranch 1	229	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
196	10/20/2021	3438	10751 Rolling Peaks Dr	Rolling Hills Ranch 1	268	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
197	10/20/2021	3439	10743 Rolling Peaks Dr	Rolling Hills Ranch 1	269	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
198	10/20/2021	3440	10735 Rolling Peaks Dr	Rolling Hills Ranch 1	270	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
199	10/20/2021	3441	10727 Rolling Peaks Dr	Rolling Hills Ranch 1	271	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
200	10/20/2021	3442	10719 Rolling Peaks Dr	Rolling Hills Ranch 1	272	Tralon Homes	\$18,000.00	\$625.00	Ck #10000-00059724	
201	10/27/2021	3443	12709 Granite Ridge Dr	Stonebridge 4	32	Century Land Holdings	\$18,000.00	\$625.00	Check #00480629	
202	10/27/2021	3444	9933 Meridian Hills Tr	Stonebridge 4	142	Covington Homes	\$18,000.00	\$625.00	Wire/#211027168828	42

Meridian Service Metropolitan District
2021 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
2/27/2020	2953	9615 Vistas Park Dr	David Weekley Homes	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	6/7/2021	\$ 1,025.00
5/18/2018	2481	9802 Emerald Dr	Campbell Homes	\$ 15,000.00	\$ 540.00	\$ 3,000.00	\$ 85.00	6/9/2021	\$ 3,085.00
5/21/2018	2488	13679 Evening Sky Dr	David Weekley Homes	\$ 15,000.00	\$ 540.00	\$ 3,000.00	\$ 85.00	6/22/2021	\$ 3,085.00
8/30/2018	2577	12979 Stone Valley Dr	Campbell Homes	\$ 15,000.00	\$ 540.00	\$ 3,000.00	\$ 85.00	6/25/2021	\$ 3,085.00
9/13/2019	2801	10005 Golf Crest Dr	Covington Homes	\$ 16,000.00	\$ 575.00	\$ 2,000.00	\$ 50.00	6/29/2021	\$ 2,050.00
6/12/2020	3075	9803 Fairway Glen Dr	Campbell Homes	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	6/30/2021	\$ 1,025.00
									\$13,355.00 June 2021
2/15/2019	2701	9853 Emerald Vistas Dr	Campbell Homes	\$ 16,000.00	\$ 575.00	\$ 2,000.00	\$ 50.00	7/21/2021	\$ 2,050.00
5/21/2018	2489	13667 Evening Sky Dr	David Weekley Homes	\$ 15,000.00	\$ 540.00	\$ 3,000.00	\$ 85.00	7/26/2021	\$ 3,085.00
									\$5,135.00 July 2021
2/27/2020	2949	9647 Vistas Park Dr	David Weekley Homes	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	8/16/2021	\$ 1,025.00
11/9/2018	2614	10017 Golf Crest Dr	Covington Homes	\$ 17,000.00	\$ 540.00	\$ 3,000.00	\$ 85.00	8/24/2021	\$ 3,085.00
									\$4110.00 August 2021
5/21/2015	2490	13655 Evening Sky Dr	David Weekley Homes	\$ 15,000.00	\$ 540.00	\$ 3,000.00	\$ 85.00	9/13/2021	\$ 3,085.00
8/27/2020	3136	12892 Stone Valley Dr	Century Communities	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	9/21/2021	\$ 1,025.00
8/27/2020	3137	12900 Stone Valley Dr	Century Communities	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	9/21/2021	\$ 1,025.00
8/27/2020	3139	12916 Stone Valley Dr	Century Communities	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	9/21/2021	\$ 1,025.00
8/27/2020	3138	12908 Stone Valley Dr	Century Communities	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	9/21/2021	\$ 1,025.00
8/27/2020	3140	12924 Stone Valley Dr	Century Communities	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	9/21/2021	\$ 1,025.00
8/27/2020	3141	12932 Stone Valley Dr	Century Communities	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	9/21/2021	\$ 1,025.00
8/27/2020	3142	13118 Stoney Meadows Way	Century Communities	\$ 17,000.00	\$ 600.00	\$ 1,000.00	\$ 25.00	9/21/2021	\$ 1,025.00
									\$10,260.00 Sept 2021
2/15/2019	2695	12948 Stone Valley Dr	Campbell Homes	\$ 16,000.00	\$ 575.00	\$ 2,000.00	\$ 50.00	10/19/2021	\$ 2,050.00
5/17/2019	2732	9793 Emerald Vista Dr	Campbell Homes	\$ 16,000.00	\$ 575.00	\$ 2,000.00	\$ 50.00	10/19/2021	\$ 2,050.00
11/9/2018	2613	13178 Stone Peaks Way	Covington Homes	\$ 15,000.00	\$ 540.00	\$ 3,000.00	\$ 85.00	10/20/2021	\$ 3,085.00
									\$7,185.00 Oct 2021

2021 Total \$ **40,045.00**

Meridian Service Metropolitan District
Vendor Payment Register Report - Summary
Finance Committee - Interim Payments
October 20, 2021

<u>Date</u>	<u>Payment Type</u>	<u>Vendor</u>	<u>Amount</u>
10/20/2021	Vendor Direct	ADT SECURITY SERVICES, INC.	\$ 129.39
10/20/2021	ePayment	All Rental Center Inc	\$ 837.70
10/20/2021	ePayment	Applied Ingenuity, LLC	\$ 17,660.80
10/20/2021	Check	Aqueous Solution Inc.	\$ 1,050.00
10/20/2021	Check	Badger Meter	\$ 162.78
10/20/2021	ePayment	BiggsKofford	\$ 19,090.00
10/20/2021	ePayment	Browns Hill Engineering & Controls, LLC	\$ 31,976.20
10/20/2021	Check	Club Automation, LLC	\$ 1,838.86
10/20/2021	Check	Colorado Analytical Lab	\$ 145.00
10/20/2021	Check	Colorado State Treasurer	\$ 1,374.59
10/20/2021	Vendor Direct	Comcast - MRRC	\$ 413.74
10/20/2021	Vendor Direct	Comcast - Office	\$ 309.30
10/20/2021	ePayment	Core & Main LP	\$ 3,093.40
10/20/2021	Check	CSDPL-Colo Special Districts Prop & Liab	\$ 39.00
10/20/2021	Check	David Clegg	\$ 150.00
10/20/2021	ePayment	DBC Irrigation Supply	\$ 155.07
10/20/2021	Check	El Paso County Public Health	\$ 210.00
10/20/2021	Check	Engineered Air	\$ 1,086.60
10/20/2021	Check	Front Range Winwater	\$ 171.37
10/20/2021	Check	Grainger	\$ 402.68
10/20/2021	Check	HelloSpoke	\$ 738.96
10/20/2021	Check	Henley's Key Service, Inc.	\$ 45.00
10/20/2021	Check	Hobby Lobby	\$ 162.96
10/20/2021	Check	Hydro Resources Rocky Mtn. Inc.	\$ 356,671.40
10/20/2021	Check	Mug-A-Bug Pest Control	\$ 62.00
10/20/2021	Check	MVEA	\$ 66,995.71
10/20/2021	Vendor Direct	O'Reilly Automotive	\$ 15.98
10/20/2021	Check	Ross Electric-Enterprise, Inc.	\$ 9,295.64
10/20/2021	Check	Shops at Meridian Ranch, LLC	\$ 3,831.60
10/20/2021	Check	Special District Association of Colorado	\$ 350.00
10/20/2021	Check	Thatcher Company, Inc	\$ 10,850.19
10/20/2021	ePayment	Trench Plate Rental Co	\$ 1,205.08
10/20/2021	Vendor Direct	UniFirst First Aid & Safety	\$ 1,430.00
10/20/2021	Check	Utility Notification Center of Colorado	\$ 462.00
10/20/2021	Vendor Direct	Verizon Wireless	\$ 249.76
10/20/2021	Vendor Direct	Waste Management of Colorado Springs	\$ 482.70
10/20/2021	Check	Water Technology Group	\$ 1,163.00
10/20/2021	Check	Weisburg Landscape Maintenance	\$ 27,300.00
10/20/2021	Check	WHMD Woodmen Hills Metropolitan District	\$ 11,855.19
Total Payments	39	Total Amount of Payments	\$ 573,463.65

Ranges:	From:	To:	Check Date	From:	To:
Check Number	02303	02309		First	Last
Vendor ID	First	Last	Checkbook ID	First	Last
Vendor Name	First	Last			

Sorted By: Check Number

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
02303	FENTON	Michael J Fenton	11/3/2021	WF CHECKING	PMCHK00000262	\$92.35
02304	GABRIELSKI	MILTON B. GABRIELSKI	11/3/2021	WF CHECKING	PMCHK00000262	\$92.35
02305	SAUER	Thomas G. Sauer	11/3/2021	WF CHECKING	PMCHK00000262	\$92.35
02306	REORDA	Wayne Reorda	11/3/2021	WF CHECKING	PMCHK00000262	\$92.35
02307	GESSNER	William Gessner	11/3/2021	WF CHECKING	PMCHK00000262	\$92.35
02308	BIGGS KOFFORD	Biggs Kofford	11/3/2021	WF CHECKING	PMCHK00000263	\$7,000.00
02309	CRS	CRS of Colorado	11/3/2021	WF CHECKING	PMCHK00000263	\$1,838.00
Total Checks: 7						
					Total Amount of Checks:	\$9,299.75

**RESOLUTION NO. MSMD 21-05 OF THE BOARD OF DIRECTORS
OF THE MERIDIAN SERVICE METROPOLITAN DISTRICT (MSMD)
CERTIFYING DELINQUENT ACCOUNTS**

WHEREAS, MSMD provides water and sewer services to customers located within its boundaries; and

WHEREAS, the Board of Directors has assessed service fees to its customers to partially cover the cost of operating MSMD and providing said services; and

WHEREAS, certain customers are delinquent in paying MSMD for said services; and

WHEREAS, said delinquent customers were notified via certified mail of today's public meeting to review the certification to the County and were invited to attend said meeting; and

WHEREAS, pursuant to Section 32-1-1101(1)(e), the Board of Directors, after a public hearing on said delinquencies, may notice the County Treasurer of such delinquent accounts and request that the County Treasurer collect said accounts in the same manner as taxes are authorized to be collected and paid over pursuant to Section 39-10-107, C.R.S.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Meridian Service Metropolitan District hereby resolves:

1. The Board of Directors hereby certifies to the County Treasurer the list of delinquent accounts attached hereto as Exhibit A for collection (said exhibit to be updated on November 13, 2021 to reflect any payments made on delinquent accounts through November 11, 2021). Said delinquent balances are no less than \$150.00 and are at least six months old.
2. The Board of Directors hereby authorizes the County Treasurer to charge and retain a penalty at the rate of 30%, or \$30.00, whichever is greater, on the delinquent sum due and owing to defray the costs of collection, pursuant to Section 32-1-1101(1)(e).
3. The Board of Directors hereby imposes an administrative fee of \$75.00 per account being certified to offset the costs associated with certification of delinquent accounts.
4. Said delinquent fees for service charges will be collected by the El Paso County Treasurer and paid over to MSMD by the Treasurer in the same manner as taxes are authorized to be collected and paid over pursuant to Section 39-10-107, C.R.S.

DATED this 3rd day of November 2021.

MERIDIAN SERVICE METROPOLITAN DISTRICT

By: _____, Chairman

ATTEST:

_____, Secretary

	El Paso County Schedule Number	MSMD Acct #	Property Description	Bill Name	Service Address	Certification Sub Total	MSMD Admin Fee	El Paso County Certification Total
1	4219306017	36590	Lot 669 Meridian Ranch Filing #1	ROSE COOLEY	12362 Grand Teton Dr	\$1,914.39	\$75.00	\$1,989.39
2	4219404009	36917	Lot 67 Meridian Ranch Filing #7	AMANDA BALLARD	10566 Mt Emerald Dr	\$343.72	\$75.00	\$418.72
3	4219301026	37126	Lot 688 Meridian Ranch Filing #1	DAVID ACEVES	10866 Glen Canyon Dr	\$1,025.59	\$75.00	\$1,100.59
4	4229407018	38580	Lot 152 The Vistas Filing #1 at Meridian Ranch	PEGGY WINTERS	9864 Morning Vista D	\$856.89	\$75.00	\$931.89
5	4219411006	38646	Lot 55 Meridian Ranch Filing #8	EMMANUEL AMAY	12687 Mt Antero Dr	\$659.24	\$75.00	\$734.24
6	4219412009	38831	Lot 47 Meridian Ranch Filing #9	EDWARD/ELIZABETH STARSKI	12614 Pyramid Peak Dr	\$1,487.44	\$75.00	\$1,562.44
7	4229309046	40314	Lot 136 Windingwalk Filing #1 @ Meridian Ranch	BRAYAN/FLOR PENA	9765 Windingpark Dr	\$1,005.44	\$75.00	\$1,080.44
8	4230108002	40420	Lot 97 Meridian Ranch Filing #2	STEVEN CHRISTENSEN	10507 Mt Evans Dr	\$221.23	\$75.00	\$296.23
9	4229310010	40455	Lot 148 Windingwalk Filing #1 @ Meridian Ranch	ASUKA PAYTON	9563 Fairway Glen Dr	\$676.23	\$75.00	\$751.23

**MERIDIAN RANCH METROPOLITAN DISTRICT
GENERAL FUND
2022 PROPOSED BUDGET
WITH 2020 ACTUAL, 2021 ADOPTED, YTD 2021 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	2020 Actual Modified Accrual	2021 Adopted Budget Modified Accrual	YTD Actual 8/31/2021 Cash Basis	2021 Estimated Modified Accrual	2022 Proposed Modified Accrual
REVENUES					
Property taxes	\$ 402,841	\$ 432,234	\$ 429,637	\$ 432,234	\$ 538,367
Specific ownership taxes	43,789	38,647	32,539	38,647	46,378
Interest	4,795	5,000	410	615	500
Miscellaneous	-	-	19	20	-
Subdistrict - IGA	-	8,776	3,284	8,677	-
Total revenues	451,425	484,657	465,889	480,193	585,245
EXPENDITURES					
Audit	11,276	10,000	3,197	10,000	10,000
Accounting and management	18,968	30,000	14,960	30,000	30,000
County treasurer fees	6,046	6,484	6,447	6,484	8,076
Director fees	6,900	12,000	4,406	12,000	12,000
Dues and memberships	552	1,500	598	600	1,500
Election	2,238	-	92	100	2,500
Insurance	4,652	5,000	4,702	5,000	5,000
Legal	5,358	28,000	162	1,000	5,000
Miscellaneous	1,231	1,000	737	1,000	1,000
Payroll taxes	528	918	222	918	918
IGA expense - MSMD General Fund	220,000	260,000	260,000	260,000	300,000
IGA expense - MSMD Subdistrict	-	8,776	3,824	8,677	-
3% Tabor reserve	-	14,600	-	-	17,600
Total expenditures	277,749	378,278	299,347	335,779	393,594
EXCESS OF REVENUES OVER EXPENDITURES	173,676	106,379	166,542	144,414	191,651
OTHER FINANCING USES					
Transfer to other funds	(18,307)	-	-	-	-
Total other financing uses	(18,307)	-	-	-	-
NET CHANGE IN FUND BALANCE	155,369	106,379	166,542	144,414	191,651
BEGINNING FUND BALANCE	538,793	686,735	694,748	694,162	838,576
ENDING FUND BALANCE	\$ 694,162	\$ 793,114	\$ 861,290	\$ 838,576	\$ 1,030,227

**MERIDIAN RANCH METROPOLITAN DISTRICT
DEBT FUND
2022 PROPOSED BUDGET
WITH 2020 ACTUAL, 2021 ADOPTED, YTD 2021 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

	2020 Actual Modified Accrual	2021 Adopted Budget Modified Accrual	YTD Actual 8/31/2021 Cash Basis	2021 Estimated Modified Accrual	2022 Proposed Modified Accrual
REVENUES					
Property taxes	\$ 1,611,218	\$ 1,728,777	\$ 1,718,392	\$ 1,728,777	\$ 2,153,271
Specific ownership taxes	175,157	154,589	130,156	154,589	185,510
Facilities fees transferred from MSMD	6,188,000	3,600,000	1,278,000	1,917,000	4,750,000
Interest	10,376	10,000	1,276	1,500	1,500
Miscellaneous	-	-	50,000	50,000	-
Total revenues	7,984,751	5,493,366	3,177,824	3,851,866	7,090,281
EXPENDITURES					
County treasurer fees	24,182	25,932	25,786	25,932	32,299
Bond interest (Subordinate)	350,000	350,000	-	350,000	350,000
Loan interest (2013 \$33.5 M)	866,942	837,450	417,578	837,450	807,036
Loan principal (2013 \$33.5M)	960,000	990,000	-	990,000	1,060,000
Loan interest (2014 \$3.5 M)	98,831	95,617	47,678	95,617	92,243
Loan principal (2014 \$3.5M)	100,000	105,000	-	105,000	110,000
Loan interest (2018 \$24M)	860,244	851,170	424,419	851,170	840,281
Loan principal (2018 \$24M)	250,000	300,000	-	300,000	350,000
Paying agent fees	200	1,000	615	1,000	1,000
Transfer to Meridian Service MD	4,184,000	750,000	-	750,000	750,000
Miscellaneous	736	1,000	-	1,000	1,000
Total expenditures	7,695,135	4,307,169	916,076	4,307,169	4,393,859
EXCESS OF REVENUES OVER EXPENDITURES	289,616	1,186,197	2,261,748	(455,303)	2,696,422
OTHER FINANCING SOURCES					
Transfer from other funds	18,307	-	-	-	-
Total other financing sources	18,307	-	-	-	-
NET CHANGE IN FUND BALANCE	307,923	1,186,197	2,261,748	(455,303)	2,696,422
BEGINNING FUND BALANCE	4,934,788	3,835,848	5,144,588	5,242,711	4,787,408
ENDING FUND BALANCE	\$ 5,242,711	\$ 5,022,045	\$ 7,406,336	\$ 4,787,408	\$ 7,483,830

MERIDIAN RANCH METROPOLITAN DISTRICT
CONSERVATION TRUST FUND
2022 PROPOSED BUDGET
WITH 2020 ACTUAL, 2021 ADOPTED, YTD 2021 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,

	2020 Actual Modified Accrual	2021 Adopted Budget Modified Accrual	YTD Actual 8/31/2021 Cash Basis	2021 Estimated Modified Accrual	2022 Proposed Modified Accrual
REVENUES					
Conservation trust entitlements	\$ 30,300	\$ 35,000	\$ 26,658	\$ 51,000	\$ 55,000
Total revenues	<u>30,300</u>	<u>35,000</u>	<u>26,658</u>	<u>51,000</u>	<u>55,000</u>
EXPENDITURES					
Transfer to Meridian Service MD	30,300	35,000	26,658	51,000	55,000
Total expenditures	<u>30,300</u>	<u>35,000</u>	<u>26,658</u>	<u>51,000</u>	<u>55,000</u>
NET CHANGE IN FUND BALANCE	-	<u>\$ -</u>	-	-	-
BEGINNING FUND BALANCE	<u>-</u>		<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCE	<u>\$ -</u>		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**MERIDIAN RANCH METROPOLITAN DISTRICT
TAX SUMMARY INFORMATION
For the Years Ended and Ending December 31,**

	Received	Nov 2014	Sept 2015	Nov 2016	Nov 2017	Sept 2018	Sept 2019	Sept 2020	Sept 2021
		Final 2015	Final 2016	Final 2017	Final 2018	Final 2019	Final 2020	Final 2021	Prelim 2022
ASSESSED VALUATION - EL PASO									
Residential		\$ 29,354,820	\$ 35,099,160	\$ 39,286,830	\$ 43,348,000	\$ 49,870,830	\$ 63,510,450	\$ 69,150,580	\$ 86,628,500
Commercial		373,020	351,860	824,080	1,456,140	1,581,120	1,310,270	1,715,800	2,052,820
Agricultural		-	-	-	-	-	-	-	-
Vacant Land		3,755,480	4,291,050	4,965,770	5,926,100	8,305,730	7,090,960	6,316,810	7,614,100
State Assessed		813,080	740,210	1,085,120	1,221,980	1,113,520	1,341,680	1,404,730	1,589,440
Certified Assessed Value		\$ 34,296,400	\$ 40,482,280	\$ 46,161,800	\$ 51,952,220	\$ 60,871,200	\$ 73,253,360	\$ 78,587,920	\$ 97,884,860
MILL LEVY									
GENERAL FUND		5.000	5.000	5.000	5.500	5.500	5.500	5.500	5.500
DEBT SERVICE FUND		20.000	20.000	20.000	21.998	21.998	21.998	21.998	21.998
Total Mill Levy		25.000	25.000	25.000	27.498	27.498	27.498	27.498	27.498
PROPERTY TAXES									
GENERAL FUND		\$ 171,482	\$ 202,411	\$ 230,809	\$ 285,737	\$ 334,792	\$ 402,893	\$ 432,234	\$ 538,367
DEBT SERVICE FUND		685,928	809,646	923,236	1,142,845	1,339,045	1,611,427	1,728,777	2,153,271
Total Property Taxes		\$ 857,410	\$ 1,012,057	\$ 1,154,045	\$ 1,428,582	\$ 1,673,836	\$ 2,014,320	\$ 2,161,011	\$ 2,691,638
Specific Ownership Taxes		\$ 6,900	\$ 7,245	\$ 7,607	\$ 7,988	\$ 8,387	\$ 13,419	\$ 16,103	\$ 19,324
		12	12	12	12	12	12	12	12
		\$ 82,800	\$ 86,940	\$ 91,287	\$ 95,851	\$ 100,644	\$ 161,030	\$ 193,236	\$ 231,888
	20%	16,560	17,388	18,257	19,170	20,129	32,206	38,647	46,378
	80%	66,240	69,552	73,030	76,681	80,515	128,824	154,589	185,510
							193,236		231,888

**MERIDIAN RANCH METROPOLITAN DISTRICT 2018 SUBDISTRICT
GENERAL FUND
2022 Proposed Budget
With 2020 Actuals, 2021 Adopted, YTD 2021 Actuals and 2021 Estimated Amounts
For the Years Ended and Ending December 31,**

	2020 Actual Modified Accrual	2021 Adopted Budget Modified Accrual	YTD Actual 8/31/2021 Cash Basis	2021 Estimated Modified Accrual	2022 Proposed Modified Accrual
REVENUES					
Property taxes (10 Mills)	\$ 25,360	\$ 57,147	\$ 56,859	\$ 57,147	\$ 146,387
Specific ownership taxes	2,756	2,000	3,836	5,754	5,855
Interest	103	50	22	50	50
Total revenues	<u>28,219</u>	<u>59,197</u>	<u>60,717</u>	<u>62,951</u>	<u>152,292</u>
EXPENDITURES					
Accounting and management	5,694	5,000	2,615	5,000	5,000
Audit	941	1,000	798	1,000	1,000
Election	2,130	-	-	-	2,500
Legal	-	1,000	-	1,000	1,000
County treasurer fees	381	857	851	857	2,196
Miscellaneous	32	-	-	-	-
3% TABOR Reserve	-	1,776	-	-	4,570
Total expenditures	<u>9,178</u>	<u>9,633</u>	<u>4,264</u>	<u>7,857</u>	<u>16,266</u>
NET CHANGE IN FUND BALANCE	19,041	<u>\$ 49,564</u>	56,453	55,094	136,026
BEGINNING FUND BALANCE	<u>2,738</u>		<u>22,375</u>	<u>21,779</u>	<u>76,873</u>
ENDING FUND BALANCE	<u>\$ 21,779</u>		<u>\$ 78,828</u>	<u>\$ 76,873</u>	<u>\$ 212,899</u>

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MERIDIAN SERVICE METROPOLITAN DISTRICT

GENERAL FUND 10

2021 AMENDED & 2022 PROSPED BUDGET WORKSHEET

	2020	2021 BUDGET	2021	2021		2022		
	Audit	ADOPTED	QB 8/31/21	GM Recommended		GM Recommended		
	Accrual	Modified Accrual	YTD Actuals	Amended Budget		Budget 10/15/21		2022 PROSPED BUDGET NOTES
				Modified Accrual		Modified Accrual		
OPERATING REVENUES								
IGA - Meridian Ranch	\$ 220,000	\$ 260,000	\$ 260,000	\$ 260,000	jc	\$ 300,000	jn/jc	JN & JC need to discuss
AT&T Lease	\$ 17,334	\$ 18,310	\$ 11,906	\$ 18,117	jc	\$ 18,634	jc	\$1552.87/ month
Newsletter Contrib.	\$ 4,800	\$ 4,800	\$ -	\$ -	jc	\$ -	jc	Moved Revenue to Fund 16 #5116600
MSMD Office Sub-Lease	\$ 15,415	\$ 3,800	\$ 6,882	\$ 6,880	jc	\$ -	jc	No sub-lease in 2022
Coronavirus Relief Fund (CVRF)	\$ 15,000	\$ -	\$ 240	\$ 240	jc	\$ -	jc	
Operating Revenues Total	\$ 272,549	\$ 286,910	\$ 279,028	\$ 285,237		\$ 318,634		
NON-OPERATING REVENUES								
Interest and Other Income	\$ 11,363	\$ -	\$ 575	\$ 860	jc	\$ -		Don't typically budget for interest
Miscellaneous	\$ 135	\$ -	\$ 163	\$ 165	jc	\$ 150	jc	
Non-Operating Revenues Total	\$ 11,498	\$ -	\$ 738	\$ 1,025		\$ 150		
Revenues Total	\$ 284,047	\$ 286,910	\$ 279,766	\$ 286,262		\$ 318,784		
EXPENDITURES								
General and Administration								
Accounting	\$ 988	\$ 1,100	\$ 41	\$ 100	jc	\$ 1,000	jc	If needed
Audit	\$ 29,149	\$ 14,500	\$ 342	\$ 20,000	jc	\$ 22,000	jn	In reviewing other districts cost - this is in line and expected
Payroll and HR Services	\$ 42,221	\$ 43,800	\$ 31,922	\$ 49,000	cb	\$ 54,000	cb	Paychex increase fees, EE screening, add'l Ees
Election	\$ 4,622	\$ -	\$ -	\$ -		\$ 30,000	jn	
Engineering/Consulting (Allocates to 10,15,40,50)	\$ 592	\$ 700	\$ 1,096	\$ 1,700	jn	\$ 2,000	jn	incl. Verticloud
Legal	\$ 74,689	\$ 30,000	\$ 61,828	\$ 95,000	jn	\$ 80,000	jn	
General and Administration Total	\$ 152,261	\$ 90,100	\$ 95,229	\$ 165,800		\$ 189,000		
Personnel Expenses								
Director Fees and Payroll Tax	\$ 6,800	\$ 12,000	\$ 4,000	\$ 8,500	jc	\$ 12,000	jc	\$12k is the max we can pay out per year (\$2400/BOD)
Employee Salaries and Benefits	\$ 10,031	\$ 23,215	\$ 11,193	\$ 23,215	B	\$ 24,375	5%	
Personnel Expenses Total	\$ 16,831	\$ 35,215	\$ 15,193	\$ 31,715		\$ 36,375		5% COLA

MERIDIAN SERVICE METROPOLITAN DISTRICT

GENERAL FUND 10

2021 AMENDED & 2022 PROPOSED BUDGET WORKSHEET

	2020	2021 BUDGET	2021	2021		2022		
	Audit	ADOPTED	QB 8/31/21	GM Recommended		GM Recommended		
	Accrual	Modified Accrual	YTD Actuals	Amended Budget		Budget 10/15/21		
				Modified Accrual		Modified Accrual		2022 PROPOSED BUDGET NOTES
Copier - Contract Expenses	\$ 3,177	\$ 6,605	\$ 1,033	\$ 2,500	jc	\$ 5,000	jc	Maint & Copies \$1,250/qtr
IT/Computer/Software	\$ 2,665	\$ 10,000	\$ 1,609	\$ 3,500	jc	\$ 14,200	jc	Website \$900/yr + \$8k website revamp, Constant Contact 1200
District Office Rent & Annex	\$ 42,376	\$ 75,000	\$ 28,718	\$ 55,000	cb	\$ 57,750	5%	Consider moving Annex cost to other Funds
Telephone & Internet	\$ 7,917	\$ 700	\$ 2,973	\$ 6,600	jc	\$ 7,500	jc	
Telephone & Internet - Shared		\$ 7,725	\$ 3,942	\$ 3,950	jc	\$ -	jc	No longer Bill back shared portion to GTL
Utilities - Office & Annex	\$ 5,964	\$ 6,695	\$ 4,443	\$ 11,800	jc	\$ 12,390	5%	Consider moving Annex cost to other Funds
Office Supplies (Allocates to 10,15,16,40,50)	\$ 831	\$ 3,100	\$ 2,745	\$ 4,500	jc	\$ 5,500	jc	
Training, Lic/Certs, Membership	\$ 247	\$ 1,000	\$ 499	\$ 1,000	jc	\$ 2,500	jc	add'l Training
Subscriptions	\$ 766	\$ 700	\$ 65	\$ 250	jc	\$ 250		
Bank Charges	\$ 454	\$ 500	\$ 138	\$ 140	jc	\$ -	jc	This was for Payroll account
MR Publications	\$ 31,796	\$ -	\$ -	\$ -		\$ -		moved to F16
Public Notifications	\$ 403	\$ 500	\$ 300	\$ 500	jc	\$ 500	jc	
Meals & Entertainment	\$ 95	\$ 200	\$ 1,097	\$ 5,200	jn	\$ 5,460	5%	Incl. Christmas Event
Miscellaneous	\$ 35	\$ 1,000	\$ 315	\$ 1,000	jc	\$ 1,000	jc	
COVID Expense	\$ 6,048	\$ 3,200	\$ 240	\$ 240	jc	\$ -	jc	
General & Admin. Expense Total	\$ 271,866	\$ 242,240	\$ 158,539	\$ 293,695		\$ 337,425		
General Operating Expenses								
Insurance	\$ 2,700	\$ 3,500	\$ 2,962	\$ 4,415	jc	\$ 5,077	cb	15% increase per Ins Rep
Vehicle/Equip Repairs & Maint	\$ -	\$ -	\$ 407	\$ 650	jn	\$ 700	jn	
Fuel Expense	\$ 1,239	\$ 1,500	\$ 1,537	\$ 2,400	jn	\$ 2,700	jn	
Mileage Reimbursement	\$ 214	\$ 500	\$ 80	\$ 500	jc	\$ 500	jc	
Travel Expense	\$ -	\$ 1,000	\$ -	\$ 1,000	jc	\$ 1,000	jc	Trainings
General Operating Expenses	\$ 4,153	\$ 6,500	\$ 4,986	\$ 8,965		\$ 9,977		
Emergency Tabor Reserve 3%	\$ -	\$ 8,610	\$ -	\$ 8,560		\$ 9,562		
Fund and General Expenses	\$ 276,019	\$ 257,350	\$ 163,525	\$ 311,220		\$ 356,965		
Operating Revenue Less Expenditures	\$ 8,028	\$ 29,560	\$ 116,241	\$ (24,957)		\$ (38,180)		
Capital Outlay	\$ -	\$ -	\$ -	\$ -		\$ -		
Expenditures Total	\$ 276,019	\$ 257,350	\$ 163,525	\$ 311,220		\$ 356,965		
EXCESS OF REVENUES OVER (UNDER)								
EXPENDITURES	\$ 8,028	\$ 29,560	\$ 116,241	\$ (24,957)		\$ (38,180)		
OTHER FINANCING SOURCES (USES)								

MERIDIAN SERVICE METROPOLITAN DISTRICT

GENERAL FUND 10

2021 AMENDED & 2022 PROPOSED BUDGET WORKSHEET

				2021	2022	
	2020	2021 BUDGET	2021	GM Recommended	GM Recommended	
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	2022 PROPOSED BUDGET NOTES
Transfer From Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Financing Sources (Uses) Total	\$ -	\$ -	\$ -	\$ -	\$ -	
NET CHANGE IN FUND BALANCE	\$ 8,028	\$ 29,560	\$ 116,241	\$ (24,957)	\$ (38,180)	
BEGINNING FUND BALANCE	\$ 59,316	\$ 66,441		\$ 67,344	\$ 42,386	
ENDING FUND BALANCE	\$ 67,344	\$ 96,001		\$ 42,386	\$ 4,206	

MERIDIAN SERVICE METROPOLITAN DISTRICT

PARKS AND GROUNDS FUND 15

2021 AMENDED & 2022 PROPOSED BUDGET WORKSHEET

	2020 Audit Accrual	2021 BUDGET ADOPTED Modified Accrual	2021 QB 8/31/21 YTD Actuals	2021 GM Recommended Amended Budget Modified Accrual		2022 GM Recommended Budget 10/15/21 Modified Accrual		2022 PROPOSED BUDGET NOTES
REVENUES								
Operating Revenue								
Parks & Grounds Fees								
Landscape, Parkways, Parks, Open Space and Drain	\$ 820,736	\$ 910,450	\$ 600,192	\$ 910,450		\$ 1,028,031	RI	CPI 5%
Parks and Open Space Fees - Commercial	\$ 15,474	\$ 16,700	\$ 11,130	\$ 16,700		\$ 17,530	RI	CPI 5%
Parks and Grounds Open Space Fees	\$ 836,210	\$ 927,150	\$ 611,322	\$ 927,150		\$ 1,045,561		
Street Lighting Fees								
Street Lighting Fees - Residential	\$ 156,466	\$ 175,850	\$ 115,686	\$ 175,850		\$ 198,485	RI	CPI 5%
Street Lighting Fees - Commercial	\$ 3,887	\$ 4,175	\$ 2,791	\$ 4,175		\$ 4,396	RI	CPI 5%
Street Lighting Fees Total	\$ 160,353	\$ 180,025	\$ 118,477	\$ 180,025		\$ 202,881		
Billing Fees Total	\$ 16,577	\$ 17,850	\$ 10,562	\$ 15,500	jc	\$ 16,000	jc	
IGA Revenue from MRMD (CTF)	\$ 30,300	\$ 35,000	\$ 26,658	\$ 51,000	ka	\$ 55,000	ka	conservative
Operating Revenue	\$ 1,043,440	\$ 1,160,025	\$ 767,019	\$ 1,173,675		\$ 1,319,442		
Non-Operating Revenue								
Interest Income	\$ 1,147	\$ -	\$ 45	\$ -		\$ -		don't typically budget for interest
Miscellaneous Income	\$ 1,045	\$ -	\$ 1,817	\$ 1,800	jc	\$ -		don't typically budget for Misc Inc
Non-Operating Revenue	\$ 2,192	\$ -	\$ 1,862	\$ 1,800		\$ -		
Revenues Total	\$ 1,045,632	\$ 1,160,025	\$ 768,881	\$ 1,175,475		\$ 1,319,442		
EXPENDITURES								
General & Admin. Expense								
Professional Services								
Accounting	\$ 4,102	\$ 4,550	\$ 154	\$ 500	jc	\$ 1,000	jc	
Customer Billing Services	\$ 10,879	\$ 11,040	\$ 14,618	\$ 21,500	jc	\$ 24,000	jc	@2000/mo
Engineering/Consulting	\$ 3,942	\$ 3,500	\$ 4,155	\$ 5,400		\$ 7,000	jn	Verticloud, TB, JDS
Legal	\$ 390	\$ 2,500	\$ 117	\$ 2,500		\$ 2,500	jn	
Professional Services Total	\$ 19,313	\$ 21,590	\$ 19,044	\$ 29,900		\$ 34,500		
Personnel Expenses								
Personnel Expenses		\$ 206,850		\$ 206,850	ek	\$ 214,000	ek	
Labor Allocation for Ops Manager	\$ 162,942	\$ -	\$ 106,072	\$ -				
Labor Allocation from General Fund 10		\$ 40,025		\$ 40,025		\$ 42,026		
Personnel Expenses Total	\$ 162,942	\$ 246,875	\$ 106,072	\$ 246,875		\$ 256,026		Move 1 PT to FT & 5% COLA

	2020 Audit	2021 BUDGET ADOPTED	2021 QB 8/31/21	GM Recommended Amended Budget	GM Recommended Budget 10/15/21		
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual		2022 PROPOSED BUDGET NOTES
Copier - Contract Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		
IT/Computer/Software	\$ 566	\$ 900	\$ 5,040	\$ 7,500	\$ 7,500		Get info from Tob/Aleks
Supplies - Safety	\$ 853	\$ 2,000	\$ 50	\$ 2,000	\$ 200		
Office Supplies	\$ 4,437	\$ 6,000	\$ 2,175	\$ 6,000	\$ 3,500	ak/jc	\$1500 AK + F10 Alloc \$2000
Training, Lic/Certs, Membership	\$ 119	\$ 500	\$ 185	\$ 500	\$ 3,000	ak	Backflow cert
Subscriptions	\$ -	\$ -	\$ 36	\$ 100	\$ 100	jc	
Public Notifications	\$ 82	\$ -	\$ -	\$ 100	\$ 100	jc	
Meals & Entertainment	\$ -	\$ -	\$ 50	\$ 100	\$ 500	jc	
Miscellaneous	\$ -	\$ 500	\$ 1,095	\$ 2,200	\$ 2,000	ak	
General and Admin. Subtotal	\$ 188,312	\$ 278,365	\$ 133,747	\$ 295,275	\$ 307,426		
Operating Expense							
Landscape Repair & Maintenance							
Landscape Maintenance	\$ 1,418	\$ 25,000	\$ 15,555	\$ 25,000	\$ 37,500	ak	2-Story Shed split w/F16
Landscape Maintenance Contract	\$ 272,460	\$ 250,000	\$ 181,042	\$ 250,000	\$ 350,000	ak	Review contract
Planting Replacements	\$ 17,502	\$ 15,000	\$ -	\$ 15,000	\$ 30,000	ak	Trees shrubs, seed & fert (overseed)
Landscape Improvements	\$ 13,634	\$ 25,000	\$ 240	\$ 33,000	\$ 25,000	ak	
LS - Supplies and Small Tools		\$ 3,000			\$ 1,500	ak	
Landscape Parts and Repairs		\$ 25,000			\$ 25,000	ak	
Controller Repair Contractor	\$ 37,635	\$ 20,000	\$ 19,649	\$ 58,000	\$ 20,000	ak	
Timer Replacement		\$ -			\$ 15,000	ak	10 Timer replacements
		\$ -			\$ -	ak	
Snow Removal Expense	\$ 1,736	\$ 1,500	\$ 1,359	\$ 2,000	\$ 2,000		
Landscape Maintenance Subtotal	\$ 344,385	\$ 364,500	\$ 217,845	\$ 383,000	\$ 506,000		
Hardscape Repair & Maintenance							
Hardscape Repair & Maintenance	\$ -	\$ -	\$ 35	\$ 100	\$ 1,000	jn	Need for General R&M
Fencing Repairs	\$ 47,553	\$ 20,000	\$ -	\$ 20,000	\$ 20,000	ak	
Dog Pot Stations	\$ 570	\$ 1,000	\$ -	\$ 1,000	\$ 3,500	ak	
Hardscape Repair & Maintenance Total	\$ 48,123	\$ 21,000	\$ 35	\$ 21,100	\$ 24,500		
Park Maintenance							
Christmas Décor	\$ 12,031	\$ 2,000	\$ 7,272	\$ 17,000	\$ 9,000	jn	New Xmas lights/wreaths
Concrete and Drainage Repairs		\$ 5,000			\$ 8,500	ak	Trail Repair/benches
Park Maintenance Total	\$ 12,031	\$ 27,000	\$ 7,272	\$ 17,000	\$ 37,500		
Pond Maintenance	\$ 2,518	\$ 15,000	\$ 552	\$ 7,000	\$ 7,000	ak	
Utilities							
Utilities - Street lights	\$ 139,157	\$ 147,000	\$ 106,192	\$ 154,100	\$ 161,805	5%	
Utilities - Landscape and Parks - Electricity	\$ 21,384	\$ 23,600	\$ 16,221	\$ 25,000	\$ 26,250	5%	
Utilities - Landscape and Parks - Water	\$ -	\$ -	\$ -	\$ -	\$ -	5%	
Utilities - Phones & Internet	\$ 696	\$ 750	\$ 692	\$ 1,100	\$ 1,155	5%	
Landscape Utilities Total	\$ 161,237	\$ 171,350	\$ 123,105	\$ 180,200	\$ 189,210		

	2020 Audit	2021 BUDGET ADOPTED	2021 QB 8/31/21	GM Recommended Amended Budget		GM Recommended Budget 10/15/21		
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual		Modified Accrual		2022 PROPOSED BUDGET NOTES
Insurance	\$ 11,184	\$ 12,360	\$ 11,464	\$ 16,787	jc	\$ 19,305	15%	15% increase per Ins Rep
Landscape Damage from Residents (Non Recoverable)	\$ -	\$ -	\$ -	\$ -		\$ -		
Tractor Repairs and Maintenance	\$ 4,344	\$ 3,500	\$ 1,952	\$ 6,000		\$ 7,000	ak	
Vehicle/Equip Repairs and Maintenance		\$ 2,500						
Fuel	\$ 4,489	\$ 9,000	\$ 3,626	\$ 5,500		\$ 7,500	jn	Low?? - Add for increased fuel prices
Mileage Reimbursement	\$ -	\$ -	\$ -	\$ -		\$ -		
Travel Expense	\$ -	\$ -	\$ -	\$ -		\$ 500		Training
Operating Expenditures Total	\$ 588,311	\$ 626,210	\$ 365,851	\$ 636,587		\$ 798,515		
Fund and General Expense Total	\$ 776,623	\$ 904,575	\$ 499,598	\$ 931,862		\$ 1,105,941		
Operating Revenue Less Expenditures	\$ 269,009	\$ 255,450	\$ 269,283	\$ 243,613		\$ 213,501		
Capital Expenses								
Vehicle	\$ 18,634	\$ 52,500	\$ 39,329	\$ 39,500	jc	\$ 12,000	ak	Skid \$36k split w/F15, F40 & F50
Equipment		\$ 6,400	\$ 9,000	\$ 9,000	jc	\$ 9,000	ak	water trailer
Capital Subtotal	\$ 18,634	\$ 58,900	\$ 48,329	\$ 48,500		\$ 21,000		
Expenditures Total	\$ 795,257	\$ 963,475	\$ 547,927	\$ 980,362		\$ 1,126,941		
EXCESS OF REVENUES OVER (UNDER)								
EXPENDITURES	\$ 250,375	\$ 196,550	\$ 220,954	\$ 195,113		\$ 192,501		
OTHER FINANCING SOURCES (USES)								
Transfer from (to) Capital	\$ (783,978)	\$ (300,000)	\$ (200,000)	\$ (300,000)		\$ (300,000)	jn	
Transfer from Sewer Fund	\$ 750,000	\$ -	\$ -	\$ -	jc	\$ -	jc	
Transfer from (to) Emer Reserve	\$ 202,034	\$ -	\$ -	\$ -		\$ -	jn	
Transfer from (to) Rate Stabilization Reserve	\$ (10,000)	\$ -	\$ -	\$ -		\$ -	jn	
Audit Adj from 2019	\$ 71,538	\$ -	\$ -	\$ -		\$ -		
Emergency Reserve (5%) - Contra	\$ (202,034)	\$ -	\$ -	\$ -		\$ -		
Rate Stabilization Reserve - Contra	\$ 10,000	\$ -	\$ -	\$ -		\$ -		
Transfer from(to) Other Funds Total	\$ 37,560	\$ (300,000)	\$ (200,000)	\$ (300,000)		\$ (300,000)		
NET CHANGE IN FUND BALANCE	\$ 287,935	\$ (103,450)	\$ 20,954	\$ (104,887)		\$ (107,499)		
BEGINNING FUND BALANCE	\$ 150,488	\$ 347,868		\$ 438,423		\$ 333,536		
ENDING FUND BALANCE	\$ 438,423	\$ 244,418		\$ 333,536		\$ 226,037		

	2020 Audit Accrual	2021 BUDGET ADOPTED Modified Accrual	2021 QB 8/31/21 YTD Actuals	GM Recommended Amended Budget Modified Accrual	GM Recommended Budget 10/15/21 Modified Accrual	2022 PROPOSED BUDGET NOTES
Fund Balance Distribution:						
Operating Capital Ending Balance	\$ 283,419	\$ 89,414		\$ 178,532	\$ 71,033	
Emergency Reserve Ending Balance	\$ 145,004	\$ 145,004		\$ 145,004	\$ 145,004	
Rate Stabilization Reserve Ending Balance	\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000	
Total Fund Balance	\$ 438,423	\$ 244,418		\$ 333,536	\$ 226,037	
Calculation of Distributions:						
Operating Capital Beginning Balance	\$ (196,550)	\$ 192,864		\$ 283,419	\$ 178,532	
Budget Year Contribution	\$ 479,969	\$ (103,450)		\$ (104,887)	\$ (107,499)	
Operating Capital Ending Balance	\$ 283,419	\$ 89,414		\$ 178,532	\$ 71,033	
Emergency Reserve Beginning Balance	\$ 347,038	\$ 145,004		\$ 145,004	\$ 145,004	
Budget Year Contribution	\$ (202,034)	\$ -		\$ -	\$ -	
Emergency Reserve Ending Balance	\$ 145,004	\$ 145,004		\$ 145,004	\$ 145,004	
Rate Stabilization Reserve Beginning Balance	\$ -	\$ 10,000		\$ 10,000	\$ 10,000	
Budget Year Contribution	\$ 10,000	\$ -		\$ -	\$ -	
Rate Stabilization Reserve Ending Balance	\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000	
Total Ending Fund Balance	\$ 438,423	\$ 244,418		\$ 333,536	\$ 226,037	

	2020	2021 BUDGET	2021	2021	2022		2022	
	Audit	ADOPTED	QB 8/31/21	GM Recommended	GM Recommended		Budget 10/15/21	
	Accrual	Modified Accrual	YTD Actuals	Amended Budget	Budget 10/15/21		Modified Accrual	2022 PROPOSED BUDGET NOTES
				Modified Accrual	Modified Accrual			
Personnel Services								
Personnel Expenses	\$ 872,905	\$ 810,900	\$ 637,254	\$ 810,900	ek \$ 852,000	ek		
Labor Allocation from General Fund 10		\$ 159,300		\$ 159,300	\$ 167,264			
Personnel Expenses	\$ 872,905	\$ 970,200	\$ 637,254	\$ 970,200	\$ 1,019,264		5% COLA	
Copier - Contract Expense	\$ 2,901	\$ 4,000	\$ 2,340	\$ 4,000	\$ 4,000	rk		
Software		\$ 22,000						
Software Maint	\$ 28,376	\$ 3,000	\$ 26,238	\$ 42,000	\$ 42,000	rk		
Credit Card Fees		\$ 4,500						
Supplies - Safety	\$ 130	\$ 1,000	\$ -	\$ 1,000	\$ 100	rk		
Office Supplies	\$ 4,814	\$ 11,700	\$ 4,577	\$ 7,000	\$ 7,000	rk		
Training, Lic/Certs, Membership	\$ 556	\$ 1,000	\$ 784	\$ 1,500	\$ 1,500	rk		
Subscriptions	\$ 30	\$ -	\$ 61	\$ 100	\$ 100	jc		
MR Publications	\$ -	\$ 1,000	\$ 5,725	\$ 5,750	rk \$ 2,000	jc	Estimate - software, supplies etc.	
Public Notifications	\$ 218	\$ 150	\$ -	\$ 150	jc \$ 150	jc		
Meals & Entertainment	\$ -	\$ -	\$ 85	\$ 300	\$ 500	rk		
Miscellaneous	\$ -	\$ -	\$ 1,863	\$ 2,000	\$ 2,000	rk		
COVID Expense	\$ 6,297	\$ -	\$ 32	\$ 32	\$ -	jc		
General and Admin. Subtotal	\$ 946,106	\$ 1,053,850	\$ 712,482	\$ 1,092,532	\$ 1,127,014			
Operating Expense								
Programming Supplies								
Childcare Supplies	\$ 9,247	\$ 14,500	\$ 1,927	\$ 10,000	\$ 10,000	rk		
Group Exercise Supplies	\$ 3,349	\$ 3,000	\$ 866	\$ 2,000	\$ 2,000	rk		
Sports Supplies	\$ 8,306	\$ 10,000	\$ 7,456	\$ 10,000	\$ 10,000	rk		
MRRC Supplies	\$ 30,661	\$ 27,000	\$ 21,993	\$ 27,000	\$ 30,000	rk		
Aquatics Supplies	\$ 6,957	\$ 9,000	\$ 8,607	\$ 10,000	\$ 10,000	rk		
Programming Supplies Total	\$ 58,520	\$ 63,500	\$ 40,849	\$ 59,000	\$ 62,000			
Maintenance								
Building Maintenance								
Interior Painting		\$ 500			\$ 500	rk		
Fire Ext, Suppression, Backflow Prev		\$ 5,700			\$ 5,700	rk		
HVAC Contract Maint		\$ 4,250			\$ 4,500	rk		
Building Maintenance		\$ 20,000			\$ 20,000	rk		
Basketball Pulleys		\$ -			\$ 10,000	rk		
Wood Floor Refinishing	\$ 87,412	\$ -	\$ 67,309	\$ 161,450	\$ 8,000			
Parking Lot/Pool LED Conversion		\$ 4,000			\$ 40,000	rk		
Janitorial Contract		\$ 39,000			\$ 8,000	rk		
Cleaning/Pest Control		\$ 8,000			\$ 35,520	jc	Bug 60/mo, JanP 2900/mo	
Locker Room Remodel		\$ 75,000			\$ -	jn/rk	moved to Capital	
2-Story Shed		\$ -			\$ 7,500		Shed shared w/F15	
Rec Center Signs		\$ 5,000			\$ 5,000	rk		
Grounds Maintenance	\$ 1,056	\$ 2,000	\$ -	\$ 2,000	\$ 1,000	rk		

	2020 Audit Accrual	2021 BUDGET ADOPTED Modified Accrual	2021 QB 8/31/21 YTD Actuals	2021 GM Recommended Amended Budget Modified Accrual		2022 GM Recommended Budget 10/15/21 Modified Accrual		2022 PROPOSED BUDGET NOTES
Pool Maintenance								
Pool Chemicals		\$ 22,000						
Pool Equipment Maintenance		\$ 20,000				\$ 55,000	rk	
Pool Water Treatment UV Bulbs Annual Replac		\$ 9,300						
Pool Heaters (3) Annual Maintenance		\$ 2,750						
Slide - Outdoor Pool	\$ 53,023		\$ 21,485	\$ 54,050		\$ 20,000	rk	
Shade Structures - Outdoor Pool						\$ 40,000	rk	
Amenity Pump						\$ 5,000	rk	
Plaster Outdoor Pool						\$ 30,000	rk	
Lilly Pads - Indoor Pool						\$ 7,000	rk	
Maintenance Total	\$ 141,491	\$ 217,500	\$ 88,794	\$ 217,500		\$ 302,720		
MRRC Security								
Additional Surveillance Cameras		\$ -						
Service	\$ 4,867	\$ 4,000	\$ 2,081	\$ 4,000		\$ 4,000	rk	
Security Alarms		\$ -						
Exercise Equip. and Furn. - Replace								
Exercise Equipment Replacement	\$ 39,889	\$ 30,000	\$ 27,833	\$ 40,000	rk	\$ 70,000	rk	
Furniture Replacement		\$ 10,000				\$ 5,000	rk	
MR Community Events	\$ 7,868	\$ 15,000	\$ 3,277	\$ 10,000	rk	\$ 15,000	rk	
Falcon Freedom Days	\$ 27,735	\$ 50,000	\$ 27,547	\$ 27,550	rk	\$ 30,000	5%	To be reviewed
Utilities								
Electric	\$ 98,562	\$ 106,000	\$ 83,832	\$ 115,000		\$ 120,750	5%	5% increase from 2021 projected
Gas	\$ 33,462	\$ 60,500	\$ 32,407	\$ 50,000		\$ 52,500	5%	5% increase from 2021 projected
Trash	\$ 2,290	\$ 3,000	\$ 2,228	\$ 3,500		\$ 3,675	5%	5% increase from 2021 projected
Utilities - Water	\$ -	\$ -	\$ -	\$ -		\$ -	5%	5% increase from 2021 projected
Utilities - Phones & Internet	\$ 7,713	\$ 12,600	\$ 5,905	\$ 9,000		\$ 9,450	5%	5% increase from 2021 projected
Utilities Total	\$ 142,027	\$ 182,100	\$ 124,372	\$ 177,500		\$ 186,375		
Insurance	\$ 18,016	\$ 18,823	\$ 19,097	\$ 28,100	jc	\$ 32,315	rk	15% increase per Ins Rep
Vehicle Repairs & Maint.	\$ 360	\$ 1,000	\$ 334	\$ 1,000		\$ 1,000	rk	
Fuel Expense	\$ 1,140	\$ 4,000	\$ 502	\$ 1,000		\$ 1,000	rk	
Mileage Reimbursement	\$ 349	\$ 500	\$ -	\$ 500		\$ 500	rk	
Travel Expense	\$ -	\$ -	\$ -	\$ -		\$ -	rk	
Operating Expenditures Total	\$ 442,262	\$ 596,423	\$ 334,686	\$ 566,150		\$ 709,910		
Fund and General Expense Total	\$ 1,388,368	\$ 1,650,273	\$ 1,047,168	\$ 1,658,682		\$ 1,836,924		
Operating Revenue Less Expenditures	\$ 296,012	\$ 256,827	\$ 255,266	\$ 285,980		\$ 346,811		

	2020 Audit Accrual	2021 BUDGET ADOPTED Modified Accrual	2021 QB 8/31/21 YTD Actuals	2021 GM Recommended Amended Budget Modified Accrual		2022 GM Recommended Budget 10/15/21 Modified Accrual		2022 PROPOSED BUDGET NOTES
Capital Outlay								
Capital Outlay - Vehicle	\$ 22,948	\$ -	\$ 10,076	\$ 10,100		\$ -		
Capital Outlay Total	\$ 22,948	\$ -	\$ 10,076	\$ 10,100		\$ -		
Capital Expenses Total	\$ 22,948	\$ -	\$ 10,076	\$ 10,100		\$ -		
Expenditures Total	\$ 1,411,316	\$ 1,650,273	\$ 1,057,244	\$ 1,668,782		\$ 1,836,924		
EXCESS OF REVENUES OVER (UNDER)								
EXPENDITURES	\$ 273,064	\$ 256,827	\$ 245,190	\$ 275,880		\$ 346,811		
OTHER FINANCING SOURCES (USES)								
Transfer from (to) Capital	\$ (213,000)	\$ (200,000)	\$ (133,333)	\$ (200,000)	jc	\$ (268,000)	jn	
Transfer from (to) Emergency Reserve	\$ -	\$ (50,000)	\$ (33,333)	\$ (50,000)	jc	\$ -	jn	
Transfer from (to) Rate Stabilization Reserve	\$ (10,000)	\$ -	\$ -	\$ -		\$ -	jn	
Emergency Reserve	\$ -	\$ 50,000	\$ 33,333	\$ 50,000	jc	\$ -		
Rate Stabilization Reserve	\$ 10,000	\$ -	\$ -	\$ -		\$ -		
Transfer from(to) Other Funds Total	\$ (213,000)	\$ (200,000)	\$ (133,333)	\$ (200,000)		\$ (268,000)		
NET CHANGE IN FUND BALANCE	\$ 60,064	\$ 56,827	\$ 111,857	\$ 75,880		\$ 78,811		
BEGINNING FUND BALANCE	\$ 329,503	\$ 401,338		\$ 389,567		\$ 465,447		
ENDING FUND BALANCE	\$ 389,567	\$ 458,165		\$ 465,447		\$ 544,258		

	2020 Audit Accrual	2021 BUDGET ADOPTED Modified Accrual	2021 QB 8/31/21 YTD Actuals	2021 GM Recommended Amended Budget Modified Accrual	2022 GM Recommended Budget 10/15/21 Modified Accrual	2022 PROPOSED BUDGET NOTES
Fund Balance Distribution:						
Operating Capital Ending Balance	\$ 269,989	\$ 288,587		\$ 295,869	\$ 374,680	
Emergency Reserve Ending Balance	\$ 109,578	\$ 159,578		\$ 159,578	\$ 159,578	
Rate Stabilization Reserve Ending Balance	\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000	
Total Fund Balance	\$ 389,567	\$ 458,165		\$ 465,447	\$ 544,258	
Calculation of Distributions:						
Operating Capital Beginning Balance	\$ 219,925	\$ 281,760		\$ 401,993	\$ 401,993	
Budget Year Contribution	\$ 50,064	\$ 6,827		\$ (106,124)	\$ (27,313)	
Operating Capital Ending Balance	\$ 269,989	\$ 288,587		\$ 295,869	\$ 374,680	
Emergency Reserve Beginning Balance	\$ 109,578	\$ 109,578		\$ 109,578	\$ 159,578	
Budget Year Contribution	\$ -	\$ 50,000		\$ 50,000	\$ -	
Emergency Reserve Ending Balance	\$ 109,578	\$ 159,578		\$ 159,578	\$ 159,578	
Rate Stabilization Reserve Beginning Balance	\$ -	\$ 10,000		\$ 10,000	\$ 10,000	
Budget Year Contribution	\$ 10,000	\$ -		\$ -	\$ -	
Rate Stabilization Reserve Ending Balance	\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000	
Total Ending Fund Balance	\$ 389,567	\$ 458,165		\$ 465,447	\$ 544,258	

MERIDIAN SERVICE METROPOLITAN DISTRICT

CAPITAL FUND 30

2021 AMENDED & 2022 PROPOSED BUDGET WORKSHEET

					2021	2022	2023+	
	2020	2021 BUDGET	2021	GM Recommended	GM Recommended	GM Recommended		
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	Budget		
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	Modified Accrual		2022 PROPOSED BUDGET NOTES
General Revenue & Expense								
IGA Revenue from MRMD	\$ -	\$ -	\$ -	\$ -				
Developer Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,310,000		
General Revenue & Expense Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,310,000		
GENERAL FUND 10								
Capital Financing Sources - Other								
Interest	\$ 30,602	\$ -	\$ 1,762	\$ 3,034	\$ -	\$ -		
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Transfer From General Fund 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Transfer From Water Fund 40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Transfer From Sewer Fund 50	\$ -	\$ -	\$ -	\$ -	\$ 2,300,000	\$ -		
Capital Financing Sources - Fund 10 Total	\$ 30,602	\$ -	\$ 1,762	\$ 3,034	\$ 2,300,000	\$ -		
Capital Expenses - Other								
Build-Out CIP and Funding Plan	\$ 9,164	\$ 100,000	\$ 116,292	\$ -	\$ -	\$ -		
District Office Bldg. (Shop and Yard Combined in QB)	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 1,100,000		
Maintenance Shop and Yard	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ 1,200,000		
Improvements/Mtc to Main Drainage Channels and Ponds	\$ -	\$ 230,000	\$ -	\$ -	\$ -	\$ 1,000,000		
Capital Expenses - Other - Total	\$ 9,164	\$ 1,630,000	\$ 116,292	\$ -	\$ -	\$ 2,300,000		
Net Capital Financing Sources less Expenditures	\$ 21,438	\$ (1,630,000)	\$ (114,530)	\$ 3,034	\$ 2,300,000	\$ (2,300,000)		
Capital Beg Fund Balance - Other	\$ -		\$ 21,438	\$ 21,438	\$ 24,472			
Capital End Fund Balance - Other	\$ 21,438		\$ (93,092)	\$ 24,472	\$ 2,324,472	\$ (2,300,000)		

	2020	2021 BUDGET	2021	GM Recommended	GM Recommended	GM Recommended	
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	Budget	
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	Modified Accrual	2022 PROPOSED BUDGET NOTES
PARKS & GROUNDS FUND 15							
Capital Financing Sources - Fund 15							
Transfer From Parks and Grounds Fund 15	\$ 783,978	\$ 300,000	\$ 200,000	\$ 300,000	\$ 300,000		
Capital Financing Sources - Fund 15 Total	\$ 783,978	\$ 300,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ -	
Capital Expenses - Fund 15							
3 rd Const and Acq-Winding Walk	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000 jc	\$ 300,000 jc	\$ 257,722	Payment to GTL
Parks for New Development (Rolling Hills, Summit Estates)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000	
MRB/Stapelton Materials Storage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	BM Create Maint Yard at this location
Trail Markers	\$ -	\$ -	\$ -	\$ -	\$ -	?	
Trail Signs and Kiosks	\$ -	\$ -	\$ -	\$ -	\$ -	?	
Capital Expenses - Fund 15 - Total	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$ 887,722	
Net Capital Financing Sources less Expenditures	\$ 483,978	\$ -	\$ (100,000)	\$ -	\$ -	\$ (887,722)	
Capital Beg Fund Balance - Fund 15	\$ (327,159)						
Capital End Fund Balance - Fund 15	\$ 156,819		\$ (100,000)	\$ -	\$ -	\$ (887,722)	
MRRC FUND 16							
Capital Financing Sources - Fund 16							
Transfer From Recreation Fund 16	\$ 213,000	\$ 200,000	\$ 133,333	\$ 200,000	\$ 268,000		
Capital Financing Sources - Fund 16 Total	\$ 213,000	\$ 200,000	\$ 133,333	\$ 200,000	\$ 268,000	\$ -	
Capital Expenses - Fund 16							
Parking Lot Pavement	\$ 3,159	\$ -	\$ -	\$ -	\$ -	\$ -	
MRRC Expansion	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ 200,000	Ryan talk with Jim about this. Begin Design in 2022
MRRC No 2 on Rainbow Bridge Dr	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 5,000,000	Not starting the design on this yet
Lobby Remodel	\$ -	\$ 200,000	\$ 9,800	\$ 20,000	\$ 118,000 jn/rk	\$ -	
Locker Replacement	\$ -	\$ -	\$ -	\$ -	\$ 100,000 jn/rk	\$ -	
MRRC Monument Marquee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Expenses - Fund 16 - Total	\$ 3,159	\$ 350,000	\$ 9,800	\$ 20,000	\$ 268,000	\$ 5,200,000	
Net Capital Financing Sources less Expenditures	\$ 209,841	\$ (150,000)	\$ 123,533	\$ 180,000	\$ -	\$ (5,200,000)	
Capital Beg Fund Balance - Fund 16	\$ (26,905)		\$ 182,936	\$ 182,936	\$ 362,936	\$ 362,936	
Capital End Fund Balance - Fund 16	\$ 182,936		\$ 306,469	\$ 362,936	\$ 362,936	\$ (4,837,064)	

	2020	2021 BUDGET	2021	GM Recommended	GM Recommended	GM Recommended		
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	Budget		
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	Modified Accrual		2022 PROPOSED BUDGET NOTES
WATER FUND 40								
Capital Financing Sources - Fund 40								
IGA Shared Water Cost Reimb.	\$ 155,490	\$ -	\$ 142	\$ 284	\$ -	jn	\$ -	
Miscellaneous Income	\$ 16,950	\$ -	\$ -	\$ -	\$ -		\$ -	
IGA Revenue from MRMD	\$ 4,184,000	\$ -	\$ -	\$ -	\$ -		\$ -	
Transfer From Water Fund 40	\$ 964,000	\$ 2,000,000	\$ 1,333,333	\$ 2,000,000	\$ 1,500,000		\$ -	
Capital Financing Sources - Fund 40 Total	\$ 5,320,440	\$ 2,000,000	\$ 1,333,475	\$ 2,000,284	\$ 1,500,000		\$ -	
Capital Expenses - Fund 40								
Legal	\$ 819	\$ 10,000	\$ -	\$ -	\$ -		\$ -	
Well No. 6 - Completed 2020	\$ 951,205	\$ -	\$ -	\$ -	\$ -		\$ -	Completed in 2020
Guthrie Well Area B and Supply Line Extension - SHARED	\$ 5,372	\$ 50,000	\$ 113	\$ -	\$ -		\$ 2,200,000	
Guthrie Well LFH-2 Rehab - SHARED - Completed 2020	\$ 69,727	\$ -	\$ -	\$ -	\$ -		\$ -	Completed in 2020
Expand Filtration Plant and Building	\$ -	\$ 830,000	\$ 4,475	\$ -	\$ 2,000,000	jn	\$ -	
Purchase & Paint WHMD 2.0 MG Water Tank	\$ -	\$ 370,000	\$ -	\$ -	\$ 800,000	jn	\$ -	
ACGC Weir Improvements - SHARED - Completed in 2020	\$ 232,654	\$ 15,000	\$ -	\$ -	\$ -	jn	\$ -	Completed in 2020
Wells Sites 5, 7, 8	\$ 522,929	\$ 4,400,000	\$ 2,961,774	\$ 3,500,000	\$ -	jn	\$ -	Will be completed in 2021
Eastonville Raw Water Pipeline	\$ 8,470	\$ 450,000	\$ 403,896	\$ 450,000	\$ -	jn	\$ -	
Water Rights	\$ -	\$ -	\$ 25,288	\$ 40,000	\$ 100,000	jn	\$ -	Replacement Plan Development
Audit Difference	\$ (24,378)	\$ -	\$ -	\$ -	\$ -		\$ -	
Wells at Guthrie Ranch Site 4	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ 1,500,000	jn
Well 4 Piping	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ 1,000,000	jn
Well at Latigo Trails	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000	jn	\$ -	
Tamlin Line Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ 1,000,000	jn
Transmission Line Filter Plant to Tanks	\$ -	\$ -	\$ -	\$ -	\$ 1,200,000	jn	\$ -	
Latigo Transmission Line	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ 2,000,000	jn
Wells at NE Corner Regional Park	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ -	
Acquire Permanent Guthrie Water Rights	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ 6,000,000	
Raw Water Supply Pipelines and Pump Stations	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ 3,000,000	
3 Mil Gal Water Storage Tank No. 3	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ 2,500,000	
3 Mil Gal Water Storage Tank No. 4	\$ -	\$ -	\$ -	\$ -	\$ -	jn	\$ 2,500,000	
Capital Expenses - Fund 40 - Total	\$ 1,766,798	\$ 6,125,000	\$ 3,395,546	\$ 3,990,000	\$ 5,600,000		\$ 21,700,000	
Net Capital Financing Sources less Expenditures	\$ 3,553,642	\$ (4,125,000)	\$ (2,062,071)	\$ (1,989,716)	\$ (4,100,000)		\$ (21,700,000)	
Capital Beg Fund Balance - Fund 40	\$ 2,659,552		\$ 6,213,194	\$ 6,213,194	\$ 4,223,478		\$ 123,478	
Capital End Fund Balance - Fund 40	\$ 6,213,194		\$ 4,151,123	\$ 4,223,478	\$ 123,478		\$ (21,576,522)	

	2020	2021 BUDGET	2021	GM Recommended	GM Recommended	GM Recommended	
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	Budget	
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	Modified Accrual	2022 PROPOSED BUDGET NOTES
SEWER FUND 50							
Capital Financing Sources - Fund 50							
IGA Shared Sewer Cost Reimb.	\$ 44,704	\$ -	\$ 72,000	\$ 144,000	\$ -	\$ -	
Transfer From Sewer Fund 50	\$ 1,100,000	\$ 785,000	\$ 523,333	\$ 785,000	\$ -	\$ -	
Transfer From Emerg Fund 50 (used F40 to payF50 CMD)	\$ -	\$ -	\$ 835,317	\$ -	jc \$ -	\$ -	\$0 for YE bc Will pay back when get loan
Transfer From Emerg Fund 50	\$ -	\$ -	\$ 674,304	\$ -	jc \$ -	\$ -	\$0 for YE bc Will pay back when get loan
Transfer From Sewer Emerg Fund 50	\$ -	\$ -	\$ 367,915	\$ -	jc \$ -	\$ -	\$0 for YE bc Will pay back when get loan
Capital Financing Sources - Fund 50 Total	\$ 1,144,704	\$ 785,000	\$ 2,472,869	\$ 929,000	\$ -	\$ -	
Capital Expenses - Fund 50							
2020 Falcon Lift Station Improvements - Completed 2020	\$ 235,286	\$ 30,000	\$ -	\$ -	jc \$ -	jc \$ -	Completed in 2020
Woodmen Hills Sewer Bypass	\$ 346,881	\$ 710,000	\$ 801,126	\$ 810,000	\$ -	\$ -	
Replace Chemical Tanks - MSMD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TDS Treatment at Cherokee (Tolling Agreement)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
WH Sewer Bypass Phase 2 & 3	\$ -	\$ 500,000	\$ -	\$ -	jn \$ -	jn \$ 500,000	jn
Mid-Point Injection Station	\$ -	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 75,000	2022 Eng & permitting, 2023 Construction
Lift Station Improvements	\$ -	\$ 35,000	\$ -	\$ -	\$ 35,000	\$ -	BM \$25k Grate over wet well, \$10k Storage Building at Station
Sewer Lift Station Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	jn
Audit Difference	\$ 34,038	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Expenses - Fund 50 - Total	\$ 616,205	\$ 1,295,000	\$ 801,126	\$ 810,000	\$ 55,000	\$ 1,075,000	
Net Capital Financing Sources less Expenditures	\$ 528,499	\$ (510,000)	\$ 1,671,743	\$ 119,000	\$ (55,000)	\$ (1,075,000)	
Capital Beg Fund Balance - Fund 50	\$ 267,402		\$ 795,901	\$ 795,901	\$ 914,901	\$ 859,901	
Capital End Fund Balance - Fund 50	\$ 795,901		\$ 2,467,644	\$ 914,901	\$ 859,901	\$ (215,099)	
TDS Improvement - Fund 50							
Contributions to Other Gov'ts	\$ (2,985,929)	\$ -		\$ (10,800,000)	\$ (8,575,300)	\$ -	Total \$4,2304,133 - MSMD Share = \$19,375,293
Interest Accrued	\$ -	\$ -	\$ -	\$ (550,243)	\$ (709,992)	\$ (14,863,200)	
TDS Improvement Surcharge (2021-2051)	\$ -	\$ -	\$ -	\$ -	\$ 896,448	\$ 37,968,740	Avg 3248x\$23/mo
TDS Improvement - Fund 50 Total	\$ (2,985,929)	\$ -	\$ -	\$ (11,350,243)	\$ (8,388,844)	\$ 23,105,540	
Capital Beg Balance - TDS Improvement	\$ -	\$ -	\$ (2,985,929)	\$ (2,985,929)	\$ (14,336,172)	\$ (22,725,016)	
Capital End Balance - TDS Improvement	\$ (2,985,929)	\$ -	\$ (2,985,929)	\$ (14,336,172)	\$ (22,725,016)	\$ 380,524	

	2020	2021 BUDGET	2021	GM Recommended	GM Recommended	GM Recommended	
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	Budget	
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	Modified Accrual	2022 PROPOSED BUDGET NOTES
EXCESS OF REVENUE OVER (UNDER)							
EXPENDITURES	\$ 1,811,469	\$ (6,415,000)	\$ (481,325)	\$ (13,037,924)	\$ (10,243,844)	\$ 11,252,818	
NET CHANGE IN FUND BALANCE	\$ 1,811,469	\$ (6,415,000)	\$ (481,325)	\$ (13,037,924)	\$ (10,243,844)	\$ 11,252,818	
BEGINNING FUND BALANCE	\$ 2,572,890	\$ 7,538,868		\$ 4,384,359	\$ (8,653,565)	\$ (18,897,409)	
ENDING FUND BALANCE	\$ 4,384,359	\$ 1,123,868		\$ (8,653,565)	\$ (18,897,409)	\$ (7,644,591)	

MERIDIAN SERVICE METROPOLITAN DISTRICT

WATER FUND 40

2021 AMENDED & 2022 PROPOSED BUDGET WORKSHEET

	2020	Modified Accrual	2021	2021	2022		
	Audit	ADOPTED	QB 8/31/21	GM Recommended	GM Recommended		
	Accrual	Modified Accrual	YTD Actuals	Amended Budget	Budget 10/15/21		2022 PROPOSED BUDGET NOTES
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual		
REVENUES							
Water Revenue - Fund 40							
Water Service Fees - Residential							
Water Resource Fee - Residential	\$ 1,132,558	\$ 1,275,325	\$ 837,483	\$ 1,257,000	\$ 1,365,251	RI	
Water Use Base Fee - Residential	\$ 600,634	\$ 666,650	\$ 439,480	\$ 660,000	\$ 713,729	RI	
Water Consumption - Residential	\$ 623,933	\$ 600,000	\$ 428,373	\$ 600,000	\$ 630,000	5%	
Water Service Fees - Residential Total	\$ 2,357,125	\$ 2,541,975	\$ 1,705,336	\$ 2,517,000	\$ 2,708,980		
Water Service Fees - Commercial							
Water Resource Fee - Commercial	\$ 40,986	\$ 43,225	\$ 29,626	\$ 43,200	\$ 46,024	RI	
Water Use Base Fee - Commercial	\$ 60,855	\$ 54,750	\$ 39,465	\$ 58,500	\$ 61,425	5%	
Water Consumption - Commercial	\$ 6,833	\$ 8,000	\$ 15,415	\$ 18,600	\$ 19,530	5%	
Bulk Water Consumption - Contractors	\$ 45,038	\$ 37,000	\$ 12,358	\$ 18,000	\$ 18,000	jc	same as 2021
Water Service Fees - Commercial Total	\$ 153,712	\$ 142,975	\$ 96,864	\$ 138,300	\$ 144,979		
Meter Set Fees (Service)	\$ 214,662	\$ 187,500	\$ 66,635	\$ 100,000	\$ 130,000	jc	
Irrigation							
Water Resource Fee - Irrigation	\$ 38,808	\$ 40,825	\$ 27,224	\$ 40,825	\$ 42,878	RI	
Water Use Base Fee - Irrigation	\$ 48,320	\$ 51,725	\$ 34,484	\$ 51,725	\$ 54,312	RI	
Water Consumption - Irrigation	\$ 149,122	\$ 160,000	\$ 92,936	\$ 150,000	\$ 157,500	5%	
Irrigation Total	\$ 236,250	\$ 252,550	\$ 154,644	\$ 242,550	\$ 254,690		
UB - Water Adjustments	\$ (6,762)	\$ -	\$ (1,547)	\$ -	\$ -	jc	
WHMD Shared Cost Reimbursement	\$ 33,062	\$ 25,000	\$ 110	\$ 25,000	\$ 26,250	5%	From shared projects
Billing Fees Total	\$ 16,577	\$ 17,850	\$ 10,562	\$ 15,500	\$ 16,000	jc	
Coronavirus Relief Fund (CVRF)	\$ 856	\$ -	\$ -	\$ -	\$ -		
Water Revenue - Fund 40 Total	\$ 3,005,482	\$ 3,167,850	\$ 2,032,604	\$ 3,038,350	\$ 3,280,899		
NON-OPERATING REVENUE							
Development Inspection Fees	\$ -	\$ -	\$ -	\$ 34,813	\$ -	jc	jn
Interest Income	\$ -	\$ -	\$ 19	\$ -	\$ -		don't typically budget for interest
Miscellaneous Income	\$ 5,861	\$ -	\$ 3,990	\$ 3,990	\$ -	jc	don't typically budget for Misc Inc
Revenues Total	\$ 3,011,343	\$ 3,167,850	\$ 2,036,613	\$ 3,077,153	\$ 3,280,899		

	2020	Modified Accrual	2021	GM Recommended	GM Recommended		
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21		
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual		2022 PROPOSED BUDGET NOTES
EXPENDITURES							
General & Admin. Expense							
Professional Services Expense							
Professional Accounting Svcs	\$ 17,011	\$ 9,000	\$ 359	\$ 1,000	\$ 1,000	jc	
Customer Billing Services	\$ 42,560	\$ 45,000	\$ 33,622	\$ 50,000	\$ 52,800	jc	@4400/mo
Engineering/Consulting	\$ 58,403	\$ 50,000	\$ 67,231	\$ 92,000	\$ 100,000	jn	Verticloud, TB, JDS
Legal	\$ 10,674	\$ 20,000	\$ 15,676	\$ 7,900	\$ 20,000	bm	
Professional Services Expense Total	\$ 128,648	\$ 124,000	\$ 116,888	\$ 150,900	\$ 173,800		
Personnel Expenses							
Personnel Expenses		\$ 230,500		\$ 230,500	\$ 300,000	ek	
Labor Allocation for Ops Manager	\$ 392,768	\$ 52,550	\$ 240,873	\$ 52,550	\$ 55,750		
Labor Allocation from Fund 10		\$ 293,775		\$ 293,775	\$ 308,473		
Personnel Expenses Total	\$ 392,768	\$ 576,825	\$ 240,873	\$ 576,825	\$ 664,223		Hire W&WW Lead split & 1 Support and 5% COLA
Copier - Contract Expenses	\$ -	\$ -	\$ -	\$ -	\$ -		
IT/Computer/Software	\$ 2,587	\$ 2,375	\$ 9,329	\$ 11,500	\$ 12,075	5%	What hardware is needed? Get info from Tob/BM
Supplies - Saftey	\$ 180	\$ 1,800	\$ 783	\$ 1,800	\$ 2,000	bm	
Office Supplies	\$ 6,611	\$ 13,000	\$ 5,392	\$ 7,500	\$ 10,500	bm	
Training, Lic/Certs, Membership	\$ 1,552	\$ 1,500	\$ 2,068	\$ 3,000	\$ 4,000	jn	
Dues and Subscriptions	\$ 445	\$ 1,000	\$ 483	\$ 1,000	\$ 1,000	jc	
Bank Charges	\$ 5,279	\$ 5,650	\$ 1,875	\$ 2,800	\$ 6,000	jc	Will have less \$ in WF Op, charges will increase
Public Notifications	\$ 336	\$ -	\$ 78	\$ -	\$ -	jn	
Meals & Entertainment	\$ -		\$ 116	\$ 250	\$ 500	jc	
Miscellaneous	\$ -	\$ 475	\$ 2,548	\$ 2,700	\$ 2,000	jc	
COVID Expense	\$ 856	\$ -	\$ 200	\$ 200	\$ -	jc	
General & Admin. Expense Subtotal	\$ 539,262	\$ 726,625	\$ 380,633	\$ 758,475	\$ 876,098		
Operating Expense							
Water Operations General							
SCADA Mtc							
SCADA Supplies							
Equipment Rental							
Misc Services	\$ 121,858	\$ 111,785	\$ 25,456	\$ 50,000	\$ 85,000	bm	
Misc Supplies							
Security Improvements							
Small Tools							
Permits and Fees	\$ -	\$ 1,000	\$ -	\$ 1,000			
Water Operations General Total	\$ 121,858	\$ 112,785	\$ 25,456	\$ 51,000	\$ 85,000		

	2020	Modified Accrual	2021	GM Recommended	GM Recommended		
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21		
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual		2022 PROPOSED BUDGET NOTES
Raw Water Operations							
Flow Meter Calibration/Well Inspections	\$ -	\$ 31,650	\$ 7,388	\$ 25,000	\$ 255,000	bm	Pull Wells LFH4&3, Arap #4
Well site upgrades					\$ 30,000	bm	
Repairs & Maintenance (RWO)	\$ -	\$ 7,000	\$ 12,992	\$ 8,000	\$ 10,000	bm	
Infiltration Galleries	\$ 386	\$ 5,000	\$ 1,894	\$ 4,000	\$ 5,000	bm	
WHMD - Guthrie - Shared	\$ 12,684	\$ 10,000	\$ 14,059	\$ 10,000	\$ 75,000	bm	Arap 2 Pull
Raw Water Operations Total	\$ 13,070	\$ 53,650	\$ 36,333	\$ 47,000	\$ 375,000		
Water Treatment Operations							
Reclaim tank/rehab connection		\$ -			\$ 150,000	bm	
Lab Services	\$ -	\$ 10,000	\$ 7,902	\$ 15,000	\$ 15,000	jn	
Flow Control (2 new)		\$ -			\$ 250,000	bm	
Filtration Plant Bldg. Improvements		\$ 10,300			\$ -	bm	
Repairs & Maintenance (WTO)	\$ 11,771	\$ 25,000	\$ 23,820	\$ 30,000	\$ 30,000	jn	
Sodium Hypochlorite	\$ 18,436	\$ 20,000	\$ 16,597	\$ 22,000	\$ 28,000	bm	
Water Treatment Operations Total	\$ 30,207	\$ 65,300	\$ 48,319	\$ 67,000	\$ 473,000		
Water Distribution Operations							
Water Distribution Expense	\$ -	\$ 9,775	\$ 8,702	\$ 9,000	\$ 9,000	jn	
Repairs & Maint (WDO)	\$ -	\$ 75,000	\$ 30	\$ 100	\$ 75,000	jn	Spare pump/motor for booster
Water Meters	\$ 108,776	\$ 115,000	\$ 42,871	\$ 70,000	\$ 100,000	bm	
WHMD Water Treatment and Supply	\$ 29,879	\$ 30,000	\$ -	\$ -	\$ -	jc	
Emergency Water Supply	\$ 63,711	\$ -	\$ -	\$ -	\$ -	jc	
Tank Cleaning Maint.	\$ 411,898	\$ -	\$ -	\$ -	\$ -	jn	
Water Distribution Operations Total	\$ 614,264	\$ 229,775	\$ 51,603	\$ 79,100	\$ 184,000		
Non-Potable Water Operations							
Non-Potable Water (Diversion Structure)	\$ 205	\$ 16,500	\$ 5,725	\$ 10,000	\$ 16,500	bm	
Non-Potable Water - Shared	\$ 23,691	\$ 30,000	\$ 8,013	\$ 14,000	\$ 1,000	bm	
Non-Potable Water Operations Total	\$ 23,896	\$ 46,500	\$ 13,738	\$ 24,000	\$ 17,500		
Utilities							
Utilities - Electricity	\$ 445,213	\$ 491,500	\$ 338,205	\$ 491,500	\$ 531,075	5%	5% increase from 2021 projected + \$15k for new wells
Utilities - Trash	\$ 1,041	\$ 1,200	\$ 763	\$ 1,200	\$ 1,260	5%	5% increase from 2021 projected
Utilities - Cable, Phone, Internet	\$ 4,893	\$ 7,000	\$ 3,852	\$ 7,000	\$ 7,350	5%	5% increase from 2021 projected
Utilities Subtotal	\$ 451,147	\$ 499,700	\$ 342,820	\$ 499,700	\$ 539,685		

	2020	Modified Accrual	2021	GM Recommended	GM Recommended		
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21		
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual		2022 PROPOSED BUDGET NOTES
Insurance	\$ 44,292	\$ 65,000	\$ 26,453	\$ 38,650	jc	\$ 49,447	15% 15% increase per Ins Rep + \$5k for new wells
Vehicle/Equip. Repairs & Maint.	\$ 3,516	\$ 5,000	\$ 1,898	\$ 4,000		\$ 5,000	jn
Fuel Expense	\$ 6,075	\$ 10,000	\$ 4,160	\$ 8,000		\$ 10,000	jn
Mileage Reimbursement	\$ -	\$ -	\$ 5	\$ 5	jc	\$ -	
Travel Expense	\$ -	\$ -	\$ -	\$ -		\$ 500	jc Training
Operating Expenses Total	\$ 1,308,325	\$ 1,087,710	\$ 550,785	\$ 818,455		\$ 1,739,132	
Fund and General Expense Total	\$ 1,847,587	\$ 1,814,335	\$ 931,418	\$ 1,576,929		\$ 2,615,230	
Operating Revenue Less Expenditures	\$ 1,163,756	\$ 1,353,516	\$ 1,105,196	\$ 1,500,224		\$ 665,669	
Capital Outlay							
Tractor	\$ 28,634	\$ 36,500	\$ 40,942	\$ 41,000	jc	\$ 12,000	bm Skid \$36k split w/F15, F40 & F50
Vehicle						\$ -	
Capital Expenses Total	\$ 28,634	\$ 36,500	\$ 40,942	\$ 41,000		\$ 12,000	
Expenditures Total	\$ 1,876,221	\$ 1,850,835	\$ 972,360	\$ 1,617,929		\$ 2,627,230	
EXCESS OF REVENUES OVER (UNDER)							
EXPENDITURES	\$ 1,135,122	\$ 1,317,016	\$ 1,064,254	\$ 1,459,224		\$ 653,669	
OTHER FINANCING SOURCES (USES)							
Facilities Fees - MRMD	\$ 2,902,000	\$ 1,800,000	\$ 923,500	\$ 1,283,500		\$ 2,375,000	RI 250 Taps pd in 2022 @ \$9,500
Tap Fees Transferred to MRMD	\$ (3,094,000)	\$ (1,800,000)	\$ (622,000)	\$ (982,000)		\$ (2,375,000)	RI
Transfer from (to) Capital Projects Fund	\$ (964,000)	\$ (2,000,000)	\$ (1,333,333)	\$ (2,000,000)		\$ (1,500,000)	jn
Transfer from (to) Emergency Reserve	\$ (150,000)	\$ (290,000)	\$ (193,333)	\$ (290,000)		\$ -	jn
Transfer from (to) Rate Stabilization Reserve	\$ (40,000)	\$ 40,000	\$ 26,667	\$ 40,000	jc	\$ -	jn
Audit Adj	\$ 6,471	\$ -	\$ -	\$ -		\$ -	jc
Emergency Reserve (5%)	\$ 150,000	\$ 290,000	\$ (641,984)	\$ 290,000	jc	\$ -	
Rate Stabilization Reserve	\$ 40,000	\$ (40,000)	\$ (26,667)	\$ (40,000)	jc	\$ -	
Transfer from(to) Other Funds Total	\$ (1,149,529)	\$ (2,000,000)	\$ (1,867,150)	\$ (1,698,500)		\$ (1,500,000)	
NET CHANGE IN FUND BALANCE	\$ (14,407)	\$ (682,985)	\$ (802,896)	\$ (239,277)		\$ (846,331)	
BEGINNING FUND BALANCE	\$ 2,427,743	\$ 2,611,484		\$ 2,413,336		\$ 2,174,060	
ENDING FUND BALANCE	\$ 2,413,336	\$ 1,928,499		\$ 2,174,060		\$ 1,327,729	

	2020	Modified Accrual	2021	GM Recommended	GM Recommended	
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	2022 PROPOSED BUDGET NOTES
Fund Balance Distribution:						
Operating Capital Ending Balance	\$ 1,357,583	\$ 622,746		\$ 868,307	\$ 21,976	
Emergency Reserve Ending Balance	\$ 715,753	\$ 1,005,753		\$ 1,005,753	\$ 1,005,753	
Rate Stabilization Reserve Ending Balance	\$ 340,000	\$ 300,000		\$ 300,000	\$ 300,000	
Total Fund Balance	\$ 2,413,336	\$ 1,928,499		\$ 2,174,060	\$ 1,327,729	
Calculation of Distributions:						
Operating Capital Beginning Balance	\$ 1,561,990	\$ 1,555,731		\$ 1,357,583	\$ 868,307	
Budget Year Contribution	\$ (204,407)	\$ (932,986)		\$ (489,277)	\$ (846,331)	
Operating Capital Ending Balance	\$ 1,357,583	\$ 622,746		\$ 868,307	\$ 21,976	
Emergency Reserve Beginning Balance	\$ 565,753	\$ 715,753		\$ 715,753	\$ 1,005,753	
Budget Year Contribution	\$ 150,000	\$ 290,000		\$ 290,000	\$ -	
Emergency Reserve Ending Balance	\$ 715,753	\$ 1,005,753		\$ 1,005,753	\$ 1,005,753	
Rate Stabilization Reserve Beginning Balance	\$ 300,000	\$ 340,000		\$ 340,000	\$ 300,000	
Budget Year Contribution	\$ 40,000	\$ (40,000)		\$ (40,000)	\$ -	
Rate Stabilization Reserve Ending Balance	\$ 340,000	\$ 300,000		\$ 300,000	\$ 300,000	
Total Ending Fund Balance	\$ 2,413,336	\$ 1,928,499		\$ 2,174,060	\$ 1,327,729	

MERIDIAN SERVICE METROPOLITAN DISTRICT

SEWER FUND 50

2021 AMENDED & 2022 PROPOSED BUDGET WORKSHEET

			2021		2021		2022		
	2020	Modified Accrual	2021	2021	GM Recommended	GM Recommended			
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21				
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual				2022 PROPOSED BUDGET NOTES
REVENUES									
Sewer Revenue - Fund 50									
Sewer fees - Residential	\$ 1,525,179	\$ 1,718,350	\$ 1,128,441	\$ 1,718,350	B	\$ 1,848,242	RI		No increase on service fees due to adding surcharge
Sewer fees - Commercial	\$ 23,821	\$ 35,000	\$ 18,867	\$ 35,000	B	\$ 36,750	5%		No increase on service fees due to adding surcharge
Sterling Ranch - Tap Fees	\$ 2,679,452	\$ 1,251,175	\$ 36,585	\$ 1,402,640	jc	\$ 1,341,468	jc		2022 Taps due 12.31.22
IGA Shared Sewer Cost Reimb	\$ 88,561	\$ 103,000	\$ 18,787	\$ 103,000	B	\$ 108,150	5%		Need from BM/JN - based on Shared Expense
Billing Fees Total	\$ 16,576	\$ 17,850	\$ 10,562	\$ 15,500	jc	\$ 16,000	jc		
CVRF Grant Reimbursemet	\$ 1,694	\$ -	\$ -	\$ -	jc	\$ -	jc		
Sewer Revenue - Fund 50 Total	\$ 4,335,283	\$ 3,125,375	\$ 1,213,242	\$ 3,274,490		\$ 3,350,610			
OPERATING REVENUE TOTAL	\$ 4,335,283	\$ 3,125,375	\$ 1,213,242	\$ 3,274,490		\$ 3,350,610			
NON-OPERATING REVENUE									
Development Inspection Fees	\$ -	\$ -	\$ -	\$ 34,813	jc	\$ -	jn		
Insurance Claim Reimb	\$ 5,612	\$ -	\$ -	\$ -		\$ -	jc		
Interest Income	\$ 32,071	\$ -	\$ 37,285	\$ 37,300	jc	\$ -	jc		don't typically budget for interest
Miscellaneous Income	\$ 4,171	\$ -	\$ 4,334	\$ 4,335	jc	\$ -	jc		don't typically budget for Misc Inc
NON-OPERATING REVENUE TOTAL	\$ 41,854	\$ -	\$ 41,619	\$ 76,448		\$ -			
Revenues Total	\$ 4,377,137	\$ 3,125,375	\$ 1,254,861	\$ 3,350,938		\$ 3,350,610			
EXPENDITURES									
General & Admin. Expense									
Professional Services									
Accounting	\$ 16,382	\$ 9,000	\$ 255	\$ 1,000	jc	\$ 1,000	jc		
Customer Billing Services	\$ 41,436	\$ 42,000	\$ 24,364	\$ 37,000		\$ 42,000	jc		@3500/mo
Engineering/Consulting	\$ 23,316	\$ 35,000	\$ 15,160	\$ 22,000		\$ 35,000	bm		Verticloud, TB, JDS
Engineering/Consulting Cherokee	\$ 205,010	\$ 40,000	\$ 52,224	\$ 52,250		\$ -	jc		Not using this account since Arbitration is complete
Legal	\$ 33,621	\$ 20,000	\$ 13,207	\$ 10,500		\$ 20,000	jn		
Legal - Cherokee	\$ 497,337	\$ 150,000	\$ 368,576	\$ 371,750		\$ -	jc		Not using this account since Arbitration is complete
Professional Services Total	\$ 817,102	\$ 296,000	\$ 473,786	\$ 494,500		\$ 98,000			

	2020	Modified Accrual	2021	GM Recommended	GM Recommended	
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	2022 PROPOSED BUDGET NOTES
Personnel Expenses						
Personnel Expenses		\$ 199,800		\$ 199,800	B \$ 266,000	ek
Labor Allocation for Ops Manager	\$ 339,287	\$ 52,550	\$ 262,772	\$ 52,550	\$ 55,750	
Labor Allocation from Fund 10		\$ 284,175		\$ 284,175	\$ 284,175	
Personnel Expenses Total	\$ 339,287	\$ 536,525	\$ 262,772	\$ 536,525	\$ 605,925	Hire W&WW Lead split & 5% COLA
IT/Computer/Software	\$ 3,020	\$ 2,500	\$ 6,675	\$ 8,000	\$ 8,400	5% What hardware is needed? Get info from Tobl/BM
Supplies - Safety	\$ 3,414	\$ 5,300	\$ 8,088	\$ 15,000	\$ 15,000	bm
Office Expense	\$ 6,383	\$ 14,250	\$ 4,548	\$ 8,000	\$ 8,000	jc
Training, Lic/Certs, Membership	\$ 764	\$ 2,500	\$ 2,308	\$ 4,500	\$ 5,000	jn
Dues and Subscriptions	\$ -	\$ 500	\$ 59	\$ 500	\$ 500	jc
Public Notification	\$ 326		\$ 78	\$ 125	\$ 150	jc
Meals & Entertainment	\$ -		\$ 82	\$ 200	\$ 500	jc
Miscellaneous Expense	\$ -	\$ 2,000	\$ 1,810	\$ 2,000	\$ 2,000	bm
COVID Expense	\$ 2,014	\$ -	\$ 200	\$ -	\$ -	jc
General & Admin. Expense Subtotal	\$ 1,172,310	\$ 859,575	\$ 760,407	\$ 1,069,350	\$ 743,475	
Operating Expense						
Sewer Operations Expense						
Equipment Rental		\$ 4,000		\$ 4,000	\$ 4,000	bm
Flow Meter Calibrations		\$ 900		\$ 900	\$ 1,000	bm
CCTV Lines		\$ 5,000		\$ -	\$ 5,000	bm
Misc Supplies	\$ 25,114	\$ 15,000	\$ 15,152	\$ 15,000	\$ 15,000	bm
Tech Support Pumps, Cla-Val, Air Release		\$ 7,000		\$ 7,000	\$ 5,000	bm
Tools		\$ 6,000		\$ 6,000	\$ 6,000	bm
Traffic Control Services		\$ 6,000		\$ 6,000	\$ 5,600	bm
Cherokee Wastewater Treatment	\$ 298,354	\$ 330,000	\$ 248,592	\$ 350,000	jc \$ 367,500	5%
Sewer Treatment at WHMD TP	\$ 74,880	\$ 78,000	\$ 44,310	\$ 76,000	jc \$ 80,400	jc \$6700/mo
Sewer Operations Expense Total	\$ 398,348	\$ 451,900	\$ 308,054	\$ 464,900	\$ 489,500	

	2020	Modified Accrual	2021	GM Recommended	GM Recommended	
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	2022 PROPOSED BUDGET NOTES
Lift Station Operations Expense						
Chemicals LS - MSMD	\$ 134,405	\$ 132,000	\$ 69,822	\$ 132,000	\$ 168,000	bm
Air Release Rebuild Parts		\$ 7,000		\$ 7,000	\$ 7,000	bm
Misc Repair Services	\$ 10,508	\$ 20,000	\$ 774	\$ 10,000	\$ 15,000	bm
Manhole Coating and Repairs		\$ 1,000		\$ 1,000	\$ 5,000	bm
Supplies - Cleaning - Lift Station MSMD		\$ 600			\$ 1,000	bm
Effluent Flow Meter Calibration		\$ 700			\$ 700	bm
FM Vault Cleaning & Maintenance		\$ 9,500			\$ 9,500	bm
Heater Service Dry Well Side		\$ 500			\$ 2,000	bm
Misc Services	\$ 12,176	\$ 8,000	\$ 9,255	\$ 25,000	\$ 8,000	bm
Pump Seal Filters		\$ 800			\$ 1,000	bm
SCADA Maintenance		\$ 12,000			\$ 12,000	bm
SCADA Supplies		\$ 3,000			\$ 15,000	bm
Lift Station Operations Expense Total	\$ 157,089	\$ 195,100	\$ 79,851	\$ 175,000	\$ 244,200	
Lift Station Operations Expenses - Shared						
Utilities - Electric - Lift Station - Shared	\$ 49,966	\$ 5,200	\$ 39,928	\$ 54,000	\$ 56,000	bm
Utilities - Gas - Lift Station - Shared	\$ 10,284	\$ 19,000	\$ 10,960	\$ 17,000	\$ 19,000	bm
Utilities - Trash - Lift Station - Shared	\$ 1,309	\$ 2,100	\$ 1,050	\$ 2,100	\$ 2,300	bm
Utilities - Internet - Lift Station - Shared	\$ 2,778	\$ 3,000	\$ 1,746	\$ 3,000	\$ 300	bm
Lift Station Operations Expenses - Shared Total	\$ 64,337	\$ 29,300	\$ 53,684	\$ 76,100	\$ 77,600	
Repairs & Maintenance - LS Shared						
Heater Service Wet Well Side		\$ 500			\$ 2,000	bm
Influent Flow Meter Calibration		\$ 1,000			\$ 1,000	bm
Misc Parts/Repairs		\$ 5,000			\$ 7,000	bm
Rep and Maint - Generator - Lift Station - Shared	\$ 19,517	\$ 2,500	\$ 44,888	\$ 50,000	\$ 2,500	bm
Rep and Maint - Grit - Lift Station - Shared		\$ 7,500			\$ 17,000	bm
Supplies - Cleaning - Lift Station - Shared		\$ 2,500			\$ 2,000	bm
Supplies - Safety - Lift Station - Shared		\$ 1,000			\$ 1,000	bm
Repairs & Maintenance - LS Shared Total	\$ 19,517	\$ 20,000	\$ 44,888	\$ 50,000	\$ 32,500	
Utilities Expenses						
Utilities - Electric	\$ 2,384	\$ 2,500	\$ 1,745	\$ 2,500	\$ 2,625	5%
Utilities - Internet, Phone - Lift Station/Blaney	\$ 1,947	\$ 2,900	\$ 1,133	\$ 1,800	\$ 1,890	5%
Utilities Expenses Total	\$ 4,331	\$ 5,400	\$ 2,878	\$ 4,300	\$ 4,515	

	2020	Modified Accrual	2021	GM Recommended	GM Recommended		
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21		
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual		2022 PROPOSED BUDGET NOTES
Insurance	\$ 43,484	\$ 50,000	\$ 18,552	\$ 27,276	jc	\$ 31,367	15% 15% increase per Ins Rep
Vehicle/Equip. Repairs & Maint	\$ 6,936	\$ 8,000	\$ 3,957	\$ 8,000		\$ 8,000	jn
Fuel Expense	\$ 6,699	\$ 9,000	\$ 5,530	\$ 9,000		\$ 11,000	jn
Mileage Reimbursement	\$ -	\$ -	\$ -	\$ -		\$ -	bm
Travel Expense	\$ 1,027	\$ -	\$ -	\$ -		\$ 500	jc Training
Operating Expenses Total	\$ 701,768	\$ 768,700	\$ 517,394	\$ 814,576		\$ 899,182	
Fund and General Expenses Total	\$ 1,874,078	\$ 1,628,275	\$ 1,277,801	\$ 1,883,926		\$ 1,642,657	
Operating Revenue Less Expen	\$ 2,503,059	\$ 1,497,100	\$ (22,939)	\$ 1,467,012		\$ 1,707,953	
Capital Outlay							
Capital Outlay - Vehicle (Tractor)	\$ 83,812	\$ 36,500	\$ 10,076	\$ 36,500		\$ 12,000	bm Skid \$36k split w/F15, F40 & F50
Capital Outlay - Vehicle (Crew Truck)						\$ -	jn
Capital Outlay Total	\$ 83,812	\$ 36,500	\$ 10,076	\$ 36,500		\$ 12,000	
Expenditures Total	\$ 1,957,890	\$ 1,664,775	\$ 1,287,876	\$ 1,920,426		\$ 1,654,657	
EXCESS OF REVENUES OVER (UNDER)							
EXPENDITURES	\$ 2,419,247	\$ 1,460,600	\$ (33,015)	\$ 1,430,512		\$ 1,695,953	
OTHER FINANCING SOURCES (USES)							
Tap Fees Received	\$ 2,902,000	\$ 1,700,000	\$ 923,500	\$ 1,283,500		\$ 2,375,000	RI 250 Taps pd in 2022 @ \$9,500
Tap Fees Transferred to MRMD	\$ (3,094,000)	\$ (1,700,000)	\$ (622,000)	\$ (982,000)		\$ (2,375,000)	RI
Transfer from (to) Parks and Grounds Fund	\$ (750,000)	\$ -	\$ -	\$ -		\$ -	
Transfer from (to) Capital Projects Fund	\$ (1,100,000)	\$ (785,000)	\$ (523,333)	\$ (785,000)		\$ -	jn
Transfer from (to) Capital Projects Fund - F10	\$ -	\$ -	\$ -	\$ -		\$ (2,300,000)	jn Transfer to Capital General Fund 10
Transfer from (to) Emergency Reserve	\$ -	\$ (225,000)	\$ (150,000)	\$ (225,000)		\$ -	
Transfer from (to) Sewer Emergency Reserve	\$ (65,526)	\$ (72,048)	\$ (47,910)	\$ (72,048)		\$ (78,000)	jn
Transfer from (to) Rate Stabilization Reserve	\$ (40,000)	\$ 25,000	\$ 16,667	\$ 25,000		\$ -	
Audit Adj	\$ (5,528)	\$ -	\$ -	\$ -		\$ -	jc
Emergency Reserve (5%)	\$ -	\$ 225,000	\$ (524,304)	\$ 225,000		\$ -	
Sewer Emergency Reserve (\$2)	\$ 65,526	\$ 72,048	\$ (320,005)	\$ 72,048		\$ 78,000	
Rate Stabilization Reserve	\$ 40,000	\$ (25,000)	\$ (16,667)	\$ (25,000)		\$ -	
Transfer from (to) Other Funds Total	\$ (2,047,528)	\$ (785,000)	\$ (1,264,052)	\$ (483,500)		\$ (2,300,000)	

	2020	Modified Accrual	2021	GM Recommended	GM Recommended	
	Audit	ADOPTED	QB 8/31/21	Amended Budget	Budget 10/15/21	
	Accrual	Modified Accrual	YTD Actuals	Modified Accrual	Modified Accrual	2022 PROPOSED BUDGET NOTES
OTHER FINANCING SOURCES (USES) TOTAL	\$ (2,047,528)	\$ (785,000)	\$ (1,264,052)	\$ (483,500)	\$ (2,300,000)	
NET CHANGE IN FUND BALANCE	\$ 371,719	\$ 675,600	\$ (1,297,067)	\$ 947,012	\$ (604,047)	
BEGINNING FUND BALANCE	\$ 1,957,731	\$ 1,497,791		\$ 2,329,450	\$ 3,276,462	
ENDING FUND BALANCE	\$ 2,329,450	\$ 2,173,391		\$ 3,276,462	\$ 2,672,414	
Fund Balance Distribution:						
Operating Capital Ending Balance	\$ 1,095,588	\$ 667,481		\$ 1,770,552	\$ 1,088,504	
Emergency Reserve 5% Ending Balance	\$ 561,804	\$ 786,804		\$ 786,804	\$ 786,804	
Emergency Reserve (\$2) Ending Balance	\$ 332,058	\$ 404,106		\$ 404,106	\$ 482,106	
Rate Stabilization Reserve Ending Balance	\$ 340,000	\$ 315,000		\$ 315,000	\$ 315,000	
Total Fund Balance	\$ 2,329,450	\$ 2,173,391		\$ 3,276,462	\$ 2,672,414	
Calculation of Distributions:						
Operating Capital Beginning Balance	\$ 829,395	\$ 265,687		\$ 1,095,588	\$ 1,770,552	
Budget Year Contribution	\$ 266,193	\$ 401,794		\$ 674,964	\$ (682,047)	
Operating Capital Ending Balance	\$ 1,095,588	\$ 667,481		\$ 1,770,552	\$ 1,088,504	
Emergency Reserve 5% Beginning Balance	\$ 561,804	\$ 561,804		\$ 561,804	\$ 786,804	
Budget Year Contribution	\$ -	\$ 225,000		\$ 225,000	\$ -	
Emergency Reserve 5% Ending Balance	\$ 561,804	\$ 786,804		\$ 786,804	\$ 786,804	
Emergency Reserve (\$2) Beginning Balance	\$ 266,532	\$ 332,058		\$ 332,058	\$ 404,106	
Budget Year Contribution	\$ 65,526	\$ 72,048		\$ 72,048	\$ 78,000	
Emergency Reserve (\$2) Ending Balance	\$ 332,058	\$ 404,106		\$ 404,106	\$ 482,106	
Rate Stabilization Reserve Beginning Balance	\$ 300,000	\$ 340,000		\$ 340,000	\$ 315,000	
Budget Year Contribution	\$ 40,000	\$ (25,000)		\$ (25,000)	\$ -	
Rate Stabilization Reserve Ending Balance	\$ 340,000	\$ 315,000		\$ 315,000	\$ 315,000	
Total Ending Fund Balance	\$ 2,329,450	\$ 2,173,391		\$ 3,276,462	\$ 2,672,414	

Meridian Service Metropolitan District

Residential Fees: Monthly Fee Schedule Per Single Family Residence

	2021	Proposed 2022 Rate	Difference	
Water				
Water Resource Fee	\$33.36 per month	\$35.03 per month	\$1.67	5.0%
Water Use Fee (Includes 5,000 gallons per month)	\$17.44 per month	\$18.31 per month	\$0.87	5.0%
Excess Water Usage Fee If Exceed The Included 5,000 Gallons Per Month				
5,001 to 10,000 gallons per month	\$4.55 per 1,000 gallons	\$4.78 per 1,000 gallons	\$0.23	5.0%
10,001 to 15,000 gallons per month	\$5.31 per 1,000 gallons	\$5.57 per 1,000 gallons	\$0.27	5.0%
15,001 to 20,000 gallons per month	\$7.33 per 1,000 gallons	\$7.70 per 1,000 gallons	\$0.37	5.0%
20,001 to 30,000 gallons per month	\$19.71 per 1,000 gallons	\$20.70 per 1,000 gallons	\$0.99	5.0%
Over 30,001 gallons per month	\$23.76 per 1,000 gallons	\$24.95 per 1,000 gallons	\$1.19	5.0%
Sewer				
Sewer Charges	\$47.42 per month	\$47.42 per month	\$0.00	0.0%
MSMD Clean Water Surcharge	N/A	\$10.00 per month	\$10.00	100.0%
Recreation				
Landscape Parkways, Parks, Open Spaces & Drainage	\$25.12 per month	\$26.38 per month	\$1.26	5.0%
Recreation Center	\$49.79 per month	\$52.28 per month	\$2.49	5.0%
Total Recreation Fee	\$74.91 per month	\$78.66 per month	\$3.75	5.0%
Street Lighting				
Street Lighting	\$4.85 per month	\$5.09 per month	\$0.24	5.0%
Total Minimum Monthly Fee Per Single Family Residence	\$177.98 per month	\$194.51 per month	\$16.53	9.3%

Meridian Service Metropolitan District

Residential Fees: Tap & Other Fees

Water Tap Fee, Sewer Tap Fee, and Meter Set / Construction Water Fee must be paid at the time of the lot closing

		2021			Proposed 2022			Difference		
		Tap Fees								
Tap Size	Single Family Equivalent	Water Tap Fee	Sewer Tap Fee	Total Tap Fee	Water Tap Fee	Sewer Tap Fee	Total Tap Fee	\$	%	
3/4"	1	\$9,000.00	\$9,000.00	\$18,000.00	\$9,500.00	\$9,500.00	\$19,000.00	\$1,000.00	5.6%	
1"	2	\$18,000.00	\$18,000.00	\$36,000.00	\$19,000.00	\$19,000.00	\$38,000.00	\$2,000.00	5.6%	
1 - 1/2"	4	Call for Quote			Call for Quote					
		Other Fees								
Meter set / Construction Water Fee		\$625.00 per connection			\$655.00 per connection			\$30.00	5.0%	
Meter set Re-visit		\$250.00 per occurrence			\$250.00 per occurrence			\$0.00	0.0%	
Water Service Turn OFF Fee		\$200.00 per occurrence			\$200.00 per occurrence			\$0.00	0.0%	
Water service Turn ON Fee		\$150.00 per occurrence			\$150.00 per occurrence			\$0.00	0.0%	
30 Day Delinquent Payment Fee		\$35.00 per occurrence			\$35.00 per occurrence			\$0.00	0.0%	
60 Day Delinquent Payment Fee		\$100.00 per occurrence			\$100.00 per occurrence			\$0.00	0.0%	
Return Check Fee		\$75.00 per occurrence			\$75.00 per occurrence			\$0.00	0.0%	
Transfer of Account Fee		\$60.00 per occurrence			\$60.00 per occurrence			\$0.00	0.0%	
Plan Check		\$25.00 per lot			\$25.00 per lot			\$0.00	0.0%	
Inspection Fee		\$100.00 per lot			\$100.00 per lot			\$0.00	0.0%	
Meter Tampering Penalty Fee		\$850.00 plus estimated usage			\$850.00 plus estimated usage			\$0.00	0.0%	
Certification of Delinquent Account Fee		\$75.00 per occurrence			\$75.00 per occurrence			\$0.00	0.0%	
Damage to District Property Fee		Repair cost plus greater of \$75 or 20%			Repair cost plus greater of \$75 or 20%			No change		

Meridian Service Metropolitan District
Meridian Ranch Recreation Center Program Fees

	2021	2022 Proposed
Members		
Group Fitness Classes	Free	Free
Childwatch Daily Drop-in	\$5 Each / 10 for \$30	\$5 Each / 10 for \$30
Guest Pass	\$5 Each / 10 for \$30	\$5 Each / 10 for \$30
Group Swim Lessons	\$80 Month (8 Lessons)	\$45 Month (4 Lessons)
Private Swim Lessons	\$30 Each / 4 for \$80	\$40 Each / 4 for \$100
Youth Sports Registration	\$80 Session (6 Weeks, 1 Practice/1 Game each week)	\$80 Session (8 Weeks, 1 Practice/1 Game each week)
Adult Sports Registration	--	\$100 Session (8 Weeks)
Parent's Night Out	\$20 Each	\$20/first child, \$15 each additional
Summer Camp - Weekly	\$200 Week (Monday - Friday 9a - 4p)	\$200 Week (Monday - Friday 9a - 4p)
Summer Camp Before/After Care	\$5 Each (7a-9a / 4p-6p)	\$5 Each (7a-9a / 4p-6p)
Mini Camps	\$25 Each	\$25 Each
Non-Members		
Group Fitness Classes	\$5 Each / 10 for \$30	\$5 Each / 10 for \$30
Childwatch Daily Drop-in	\$7.50 Each / 10 for \$50	\$7.50 Each / 10 for \$50
Guest Pass	N/A	N/A
Group Swim Lessons	\$100 Month (8 Lessons)	\$55 Month (4 Lessons)
Private Swim Lessons	\$40 Each / 4 for \$100	\$50 Each / 4 for \$120
Youth Sports Registration	\$100 Session (6 Weeks, 1 Practice/1 Game each week)	\$100 Session (8 Weeks, 1 Practice/1 Game each week)
Adult Sports Registration	--	\$120 Session (8 Weeks)
Parent's Night Out	\$25 Each	\$25/first child, \$20 each additional
Summer Camp - Weekly	\$250 Week (Monday - Friday 9a - 4p)	\$250 Week (Monday - Friday 9a - 4p)
Summer Camp Before/After Care	\$6.50 Each (7a-9a / 4p-6p)	\$6.50 Each (7a-9a / 4p-6p)
Mini Camps	\$30 Each	\$30 Each
Newsletter Advertising Fees		
	2021	2022 Proposed
Business Card (3.5"x2") - Color	\$35.00	\$36.75
Business Card (3.5"x2") - B&W	\$30.00	\$31.50
1/6 th page vertical - Color	\$50.00	\$52.50
1/6 th page vertical - B&W	\$45.00	\$47.25
1/4 th page - Color	\$70.00	\$73.50
1/4 th page - B&W	\$60.00	\$63.00
DRC 1 & 2 and Stonebridge HOA Flat Fee	\$80.00	\$84.00

Meridian Service Metropolitan District

Commercial Fees - Monthly

Meters used for irrigation only, using treated water, will be charged the base fees for Water Resource and Water Usage based on the meter size and consumption based on allotment.

		2021	2022 Proposed	Difference	
Water					
Water Resource Fee Based on Water Meter Size / SFE					
Water Meter Size	Single Family Equivalent	Water Resource fee	Water Resource fee	\$	%
3/4"	1	\$33.36 Per Month	\$35.03 Per Month	\$1.67	5.0%
1"	2	\$66.73 Per Month	\$70.06 Per Month	\$3.34	5.0%
1 1/2"	4	\$133.45 Per Month	\$140.12 Per Month	\$6.67	5.0%
2"	8	\$266.90 Per Month	\$280.25 Per Month	\$13.35	5.0%
3"	18	\$600.53 Per Month	\$630.56 Per Month	\$30.03	5.0%
4"	36	\$1,201.07 Per Month	\$1,261.12 Per Month	\$60.05	5.0%
6"	94	\$3,136.12 Per Month	\$3,292.93 Per Month	\$156.81	5.0%
Water Usage Fee Based on Water Meter Size / SFE plus water use above monthly allotment					
Water Meter Size	Single Family Equivalent	Water Use fee	Water Use fee		
3/4"	1	\$42.26 Plus usage above 5,000 gallons	\$44.37 Plus usage above 5,000 gallons	\$2.11	5.0%
1"	2	\$84.52 Plus usage above 10,000 gallons	\$88.75 Plus usage above 10,000 gallons	\$4.23	5.0%
1 1/2"	4	\$169.04 Plus usage above 20,000 gallons	\$177.49 Plus usage above 20,000 gallons	\$8.45	5.0%
2"	8	\$338.08 Plus usage above 40,000 gallons	\$354.98 Plus usage above 40,000 gallons	\$16.90	5.0%
3"	18	\$760.68 Plus usage above 90,000 gallons	\$798.71 Plus usage above 90,000 gallons	\$38.03	5.0%
4"	36	\$1,521.35 Plus usage above 180,000 gallons	\$1,597.42 Plus usage above 180,000 gallons	\$76.07	5.0%
6"	94	\$3,972.42 Plus usage above 470,000 gallons	\$4,171.04 Plus usage above 470,000 gallons	\$198.62	5.0%
DOMESTIC WATER USAGE FEE FOR WATER OVER ALLOTMENT					
Water Usage Fee For Monthly Allotment Water		\$8.49 per 1,000 gallons	\$8.92 per 1,000 gallons	\$0.42	5.0%
Water Usage Fee Over Allotment to 2X Over Monthly Allotment		\$10.62 per 1,000 gallons	\$11.15 per 1,000 gallons	\$0.53	5.0%
Water Usage Fee 2X to 3X Over Monthly Allotment		\$13.55 per 1,000 gallons	\$14.22 per 1,000 gallons	\$0.68	5.0%
Water Usage Fee Over 3X Over Monthly Allotment		\$17.95 per 1,000 gallons	\$18.84 per 1,000 gallons	\$0.90	5.0%
IRRIGATION WATER USAGE FEE FOR WATER OVER ALLOTMENT					
Water Usage Fee For Monthly Allotment Water		\$8.49 per 1,000 gallons	\$8.92 per 1,000 gallons	\$0.42	5.0%
Water Usage Fee Over Allotment to 2X Over Monthly Allotment		\$10.62 per 1,000 gallons	\$11.15 per 1,000 gallons	\$0.53	5.0%
Water Usage Fee 2X to 3X Over Monthly Allotment		\$13.55 per 1,000 gallons	\$14.22 per 1,000 gallons	\$0.68	5.0%
Water Usage Fee Over 3X Over Monthly Allotment		\$17.95 per 1,000 gallons	\$18.84 per 1,000 gallons	\$0.90	5.0%
North Channel Diversion water Bulk		\$0.96 per 1,000 gallons	\$1.01 per 1,000 gallons	\$0.05	5.0%
Non-potable Bulk (other)		\$3.54 per 1,000 gallons	\$3.72 per 1,000 gallons	\$0.18	5.0%
Raw Water Bulk		\$3.29 per 1,000 gallons	\$3.45 per 1,000 gallons	\$0.16	5.0%
Potable Water Bulk (plus water resource fee based on meter size)		\$8.49 per 1,000 gallons	\$8.92 per 1,000 gallons	\$0.42	5.0%
Out of District Potable Water Bulk		1.5 Times above Fee	1.5 Times above Fee	No change	
Sewer					
Rate per 1,000 Gallons of Potable Water Usage		\$9.50	\$9.50	\$0.00	0.0%
MSMD Clean Water Surcharge per SFE		N/A	\$10.00	\$10.00	100.0%

Meridian Service Metropolitan District

Commercial Fees - Monthly

Meters used for irrigation only, using treated water, will be charged the base fees for Water Resource and Water Usage based on the meter size and

			2021	2022 Proposed		Difference	
Landscape Drainage Fee Based on Water Meter Size / SFE			Landscape Drainage (Open space, Trails, Entry Features and Drainage)				
Water Meter Size	Single Family Equivalent						
3/4"	1		\$19.31 Per Month	\$20.28 Per Month		\$0.97	5.0%
1"	2		\$38.67 Per Month	\$40.60 Per Month		\$1.93	5.0%
1 1/2"	4		\$77.29 Per Month	\$81.16 Per Month		\$3.86	5.0%
2"	8		\$154.58 Per Month	\$162.31 Per Month		\$7.73	5.0%
3"	18		\$347.83 Per Month	\$365.23 Per Month		\$17.39	5.0%
4"	36		\$695.67 Per Month	\$730.45 Per Month		\$34.78	5.0%
6"	94		\$1,816.41 Per Month	\$1,907.23 Per Month		\$90.82	5.0%
Street Lighting Fee Based on Water Meter Size / SFE			Street Lighting				
Water Meter Size	Single Family Equivalent						
3/4"	1		\$4.85 Per Month	\$5.10 Per Month		\$0.24	5.0%
1"	2		\$9.71 Per Month	\$10.19 Per Month		\$0.49	5.0%
1 1/2"	4		\$19.41 Per Month	\$20.38 Per Month		\$0.97	5.0%
2"	8		\$38.72 Per Month	\$40.66 Per Month		\$1.94	5.0%
3"	18		\$87.15 Per Month	\$91.51 Per Month		\$4.36	5.0%
4"	36		\$174.30 Per Month	\$183.01 Per Month		\$8.71	5.0%
6"	94		\$455.15 Per Month	\$477.91 Per Month		\$22.76	5.0%

Meridian Service Metropolitan District

Commercial Tap & Other Fees

Water and Sewer Tap fees along with the meter set / construction water fee for every lot must be paid at the time of the lot closing

		2021			Proposed 2022			Difference		
Tap Fees For Fire Service Lines are Excluded		Tap Fees (Potable & Non Potable)								
Tap Size	Single Family Equivalent	Water Tap fee	Sewer Tap Fee	Total Tap Fee	Water Tap fee	Sewer Tap Fee	Total Tap Fee	\$	%	
3/4"	1	\$9,000.00	\$9,000.00	\$18,000.00	\$9,500.00	\$9,500.00	\$19,000.00	\$1,000.00	5.6%	
1"	2	\$18,000.00	\$18,000.00	\$36,000.00	\$19,000.00	\$19,000.00	\$38,000.00	\$2,000.00	5.6%	
1 1/2"	4	\$36,000.00	\$36,000.00	\$72,000.00	\$38,000.00	\$38,000.00	\$76,000.00	\$4,000.00	5.6%	
2"	8	\$72,000.00	\$72,000.00	\$144,000.00	\$76,000.00	\$76,000.00	\$152,000.00	\$8,000.00	5.6%	
3"	18	\$162,000.00	\$162,000.00	\$324,000.00	\$171,000.00	\$171,000.00	\$342,000.00	\$18,000.00	5.6%	
4"	36	\$324,000.00	\$324,000.00	\$648,000.00	\$342,000.00	\$342,000.00	\$684,000.00	\$36,000.00	5.6%	
6"	94	\$846,000.00	\$846,000.00	\$1,692,000.00	\$893,000.00	\$893,000.00	\$1,786,000.00	\$94,000.00	5.6%	
		Other Fees								
	Meter set / Construction Water Fee	\$625.00 per connection			\$655.00 per connection			\$30.00	4.8%	
	Meter set Re-visit	\$250.00 per occurrence			\$250.00 per occurrence			\$0.00	0.0%	
	Water Service Turn OFF Fee	\$200.00 per occurrence			\$200.00 per occurrence			\$0.00	0.0%	
	Water service Turn ON Fee	\$150.00 per occurrence			\$150.00 per occurrence			\$0.00	0.0%	
	30 Day Delinquent Payment Fee	\$35.00 per occurrence			\$35.00 per occurrence			\$0.00	0.0%	
	60 Day Delinquent Payment Processing Fee	\$100.00 per occurrence			\$100.00 per occurrence			\$0.00	0.0%	
	Return Check Fee	\$75.00 per occurrence			\$75.00 per occurrence			\$0.00	0.0%	
	Transfer of Account Fee	\$60.00 per occurrence			\$60.00 per occurrence			\$0.00	0.0%	
	Plan Check	\$25.00 per Lot			\$25.00 per Lot			\$0.00	0.0%	
	Inspection Fee	\$100.00 per Lot			\$100.00 per Lot			\$0.00	0.0%	
	Meter Tampering Penalty Fee	\$850.00 Plus Estimated Usage			\$850.00 Plus Estimated Usage			\$0.00	0.0%	
	Certification of Delinquent Account Fee	\$75.00 Per Occurrence			\$75.00 Per Occurrence			\$0.00	0.0%	
	Damage to District Property Fee	Repair cost plus greater of \$75 or 20%			Repair cost plus greater of \$75 or 20%			No change		

Meridian Service Metropolitan District

Latigo Trails - Monthly, Tap & Other Fees Per Single Family Residence

		2021	2022 Proposed	Difference	
		Water			
Water Resource fee		\$50.04 Per Month	\$52.55 Per Month	\$2.51	5.0%
Water Use fee		\$26.16 Per Month	\$27.47 Per Month	\$1.31	5.0%
Excess Water Usage Fee If Exceed The Included 5,000 Gallons Per Month					
5,000 to 10,000 gallons per Mnth		\$6.82 Per 1,000 gallons	\$7.17 Per 1,000 gallons	\$0.35	5.1%
10,001 to 15,000 gallons per Mnth		\$7.96 Per 1,000 gallons	\$8.36 Per 1,000 gallons	\$0.40	5.0%
15,001 to 20,000 gallons per Mnth		\$10.99 Per 1,000 gallons	\$11.55 Per 1,000 gallons	\$0.56	5.1%
20,001 to 30,000 gallons per Mnth		\$29.57 Per 1,000 gallons	\$31.05 Per 1,000 gallons	\$1.48	5.0%
Over 30,000 gallons per Mnth		\$35.64 Per 1,000 gallons	\$37.43 Per 1,000 gallons	\$1.79	5.0%
Tap Fee					
Tap Size	Single Family Equivalent	Water Tap fee	Water Tap fee		
3/4"	1	\$13,500.00	\$14,250.00		
1"	2	\$27,000.00	\$28,500.00		
1 1/2"	4				
2"	8				
3"	18	Call for quote	Call for quote		
4"	36				
6"	94				
		All 292 taps have been purchased; some taps have not yet been activated. At the time of activation, additional charges will apply.			
Other Fees					
Meter set / Construction Water Fee		\$937.50 per connection	\$982.50 per connection	\$45.00	4.8%
Meter set Re-visit		\$375.00 per occurrence	\$375.00 per occurrence	\$0.00	0.0%
Water Service Turn OFF Fee		\$300.00 per occurrence	\$300.00 per occurrence	\$0.00	0.0%
Water Service Turn ON Fee		\$225.00 per occurrence	\$225.00 per occurrence	\$0.00	0.0%
30 Day Delinquent Payment Fee		\$52.50 per occurrence	\$52.50 per occurrence	\$0.00	0.0%
60 Day Delinquent Payment Fee		\$150.00 per occurrence	\$150.00 per occurrence	\$0.00	0.0%
Return Check Fee		\$112.50 per occurrence	\$112.50 per occurrence	\$0.00	0.0%
Transfer of Account Fee		\$90.00 per occurrence	\$90.00 per occurrence	\$0.00	0.0%
Plan Check		\$37.50 per lot	\$37.50 per lot	\$0.00	0.0%
Inspection Fee		\$150.00 per lot	\$150.00 per lot	\$0.00	0.0%
Meter Tampering Penalty Fee		\$1,275.00 Plus Estimated Usage	\$1,275.00 Plus Estimated Usage	\$0.00	0.0%
Certification of Delinquent Account Fee		\$112.50 per occurrence	\$112.50 per occurrence	\$0.00	0.0%
Damage to District Property Fee		Repair cost plus greater of \$75 or 20%	Repair cost plus greater of \$75 or 20%	No change	

Meridian Service Metropolitan District

Bulk Water Rates					
	2021		2022 Proposed		Difference
Minimum Monthly usage fee up to 40,0000 gallons	\$318.47		\$334.39		\$15.92 5.0%
40,001 gallons - 100,000 gallons					
In District Usage	\$4.25 Per 1,000 Gallons		\$4.46 Per 1,000 Gallons		\$0.21 5.0%
Out of District Usage	\$6.40 Per 1,000 Gallons		\$6.72 Per 1,000 Gallons		\$0.32 5.0%
Above 100,000 gallons of usage					
In District Usage	\$8.00 Per 1,000 Gallons		\$8.40 Per 1,000 Gallons		\$0.40 5.0%
Out of District Usage	\$12.00 Per 1,000 Gallons		\$12.60 Per 1,000 Gallons		\$0.60 5.0%

A \$1,000 deposit is required along with a hydrant use permit filled out prior to being allowed to utilize water from a hydrant. Any hydrant meter not turned in by the end of use date filed on the hydrant use permit application will be charged the monthly minimum fee along with a \$30 per day rental fee that will be added to the final bill and or taken out of the deposit fee. Damage to the hydrant and or hydrant meter and apparatus will be added to the final bill and or deducted from the deposit.

MSMD Operations Report for October 2021

As October ends, water demand continues to decrease. LFH-1 is back in the ground but still needs additional effort prior to bringing that well site water into the system. During October, Latigo briefly feed into the system but is currently turned off. The generator has been removed from well site 7. Guthrie Ranch wells are still being utilized, allowing on-site wells to be rested. Water operations completed the monthly Bac-T and monitoring plan sampling per CDPHE requirements. Monthly water meter reads were collected on 10-26-21.

Parks and drainage continued weekly pond inspections and removed trash collected in the drainage channels as needed. Winterization of the irrigation system began mid-month and will continue in the upcoming weeks. During the winterization process crews have been diligent about proper zone identification and labeling. Years of adding zones and lack of clear identification continue to be corrected by keeping irrigation winterization in house. Four or five zones are still on to feed late plantings but have heaters to help avoid damage to the backflow. Londonderry and Meridian entry monument sod is one of the areas that is still on. The recently purchased dump trailer has come in handy several times. From hauling a replacement slide to hauling dirt to and from a water service repair to removing loads of dead trees.

Staff performed weekly infiltration gallery inspections and recorded water level logging data. Monthly flow measurement and calculations were collected on 10-20-21. Minimal moisture continues to keep water levels down.

The irrigation pond intake remains plugged and the temporary bypass fill line able to maintain golf course irrigation water demand. A floating intake installation is underway but requires draining the pond and installing a float for the intake. As the pond level remains low for future repairs. Once drained, remaining algae will be raked up and removed.

Wastewater operations completed weekly composite sampling and drop off to Cherokee for testing. Weekly Hydrogen Sulfide (H₂S) and Total Dissolved Solids (TDS) samples were collected along with weekly sewer flow meter inspections. Sewer line cleaning continued to the gravity system. The combo truck was used to empty the manhole septic tank at the filter plant. The new flow meter at Blaney Road connection to Cherokee installed on 9-8-21, needs additional trouble shooting due to a flow volume discrepancy between pumped vs released. A factory tech from Macrometer will be down to provide us with some assistance on 11-9-21. Cherokee is aware of the issue and in the interim, the force main flow meter will be used for O&M treatment billing purposes. Falcon lift station influent meter channel adjustments are completed and represent a more accurate incoming flow rate.

Upcoming or continued water tasks:

- ~~Monthly meter reading (completed 9-28-21)~~
- ~~3rd Quarter monitoring and sampling (completed)~~
- ~~Well site #7 test (work continues week of Sept. 9th)~~
- ~~Latigo and well site #8 raw water bypass cut in (completed)~~
- ~~Annual generator service (completed 10-26-21)~~
- New chlorine monitors programming (scheduled for 10-28-21)
- Filter plant fiber switch over from cellular (completed week of 10-18-21).

Upcoming or continued parks and drainage:

- Continue irrigation repairs/testing (in progress)
- ~~Annual backflow testing (completed)~~
- 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 (in progress)
- ~~Sewer force main flow meter replacement (completed)~~
- ~~Lift station bar screen repair (completed)~~
- Infiltration pit maintenance (pending weather, in progress)
- Infiltration pit logger installs (2) (pending weather, in progress)
- Begin recruitment for vacant wastewater position (in progress)
- ~~Annual generator service (completed 10-26-21)~~

November 3rd, 2021 Recreation Board Report

Usage Numbers October 1-27, 2021

Total Attendance – 7807

Group Ex – 700 participants. Of those we received \$431 from non-members

Childcare attendance - 249

Revenue collected - **\$8,860.00**

Pulse Check:

The recreation center has been steady, and we have been prepping for end of year activities and indoor programming.

We are currently running a basketball mini season for young children while registration is open for indoor soccer. Indoor soccer will begin in November and run for 7 weeks. We have added dance classes and musical theater and are having great participation. Swim lessons are still occurring and have strong participation.

Bids have been submitted for the front desk lobby remodel and locker room lighting upgrade. A contract for this project will be discussed at this meeting.

The Fall market held at the MRRC parking lot was a great success with well over 1000 people attending. Parking was tough but the community made it work with parking in the neighborhood.

We have a new 14.5-foot blue spruce installed behind our monument sign. This will become our new Christmas Tree for the community tree lighting. The outdoor pool was winterized, and everything went smoothly.

Our annual Trunk or Treat event is on Saturday October 30th from 1-3pm. After the trunk or treat we will be planning for festival of trees and cookies with Santa.



EMPLOYEE HANDBOOK

Adopted January 1, 2022

DRAFT

Welcome to The District!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with the District and answer many of your initial questions.

As an employee of the District, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality services to our customers and to do so efficiently and economically.

You are an important part of this process because your work directly influences our District's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Jim Nikkel

General Manager

Organization & Authority (as adopted by MSMD Resolution 18-1)

The Meridian Service Metropolitan District (the "District") is a Special District in El Paso County, Colorado. This District was established in accordance with Colorado Revised Statutes Sections 32-1-101 et seq. Responsibility for governance lies with a Board of Directors elected by electors within the District. The District Board of Directors establishes policy for the District and has other responsibilities as specified in Colorado Revised Statutes Section 32-1-101. The Board of Directors appoints the General Manager who shall conduct the affairs of the District in accordance with Board policy and Colorado law.

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1.0 A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the District. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the District. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements. Decisions of the Board of Directors of the District override this Employee Handbook.

The District complies with federal and state law and this handbook generally reflects those laws. The District also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the District reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the general manager of the District. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time will be put into writing and signed by the General Manager of the District.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

1.1 At-Will Employment

Our district is an at-will employer. This means that regardless of any provision in this Employee Handbook, either you or the District may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in this Employee Handbook or in any document or statement, written or oral, shall limit the right to terminate employment at-will. No officer, employee or representative of the District is authorized to enter into an agreement – express or implied – with any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the General Manager of the District.

This Employee Handbook refers to current benefit plans maintained by the District. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

1.2 Equal Employment Opportunity

Our District is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] under federal, state, or local law, including, but not limited to: race; creed; color; religion; genetic information; national origin; ancestry; sex; sexual orientation (including gender identity); pregnancy, childbirth, or related medical conditions; age (40 and older); disability; citizenship status; engaging in lawful activity off premises during nonworking hours, consumer credit information and discussion of employee wages; or uniform servicemember status; ~~or any other protected class under federal, state, or local law.~~

~~In Colorado, the following also are a protected class: disability, race, creed, color, sex, age [40 and older], national origin; ancestry; religion, sexual orientation (including gender identity), engaging in lawful activity off premises during nonworking hours, consumer credit information and discussion of employee wages.~~

You may discuss equal employment opportunity related questions with Human Resources or any other designated member of management.

1.3 A Word About our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

1.4 No Harassment

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon the protected classes listed in Section 1.2-an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy;

~~childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law (“protected class”).~~

~~In Colorado, the following also are a protected class: disability, race, creed, color, sex, age [40 and older], national origin; ancestry; religion, sexual orientation (including gender identity), engaging in lawful activity off premises during nonworking hours, consumer credit information and discussion of employee wages.~~

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term “harassment” as used in this policy includes any of the following activities pertaining to an individual’s protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, customers, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of

harassment, discrimination and retaliation, you must report your concerns to (one of) the individual(s) listed below:

1. Eileen Krauth, Human Resources Specialist at (719) 495-6567, 11886 Stapleton Drive, Falcon, CO 80831 or e.krauth@meridianservice.org.
2. Jim Nikkel, General Manager at (719) 495-6567, 11886 Stapleton Drive, Falcon, CO 80831 or j.nikkel@meridianservice.org.

If an employee makes a report to any person listed above and that person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other persons on the list above to receive complaints.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then take prompt, appropriate remedial action. The District will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other District policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

1.5 Categories of Employment

~~INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.~~

~~During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.~~

For purposes of this handbook, FULL TIME EMPLOYEES regularly work at least a 30-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of FULL TIME EMPLOYEES may be different.

PART TIME EMPLOYEES work less than 30 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will inform you of your employment classification.

1.6 Driver's License/Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your supervisor immediately. Violations of this policy may result in immediate termination of your employment.

1.7 Certification, Licensing and Other Requirements

You will be informed by your supervisor if there are any licensing, certification or testing requirements for your job. Failure to qualify or to maintain a certification or license may be sufficient cause for discharge.

1.8 Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our District is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the District.

1.9 New Employee Orientation

Upon joining our District, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to Human Resources. You will be asked to complete personnel, payroll and if applicable, benefit forms.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify Human Resources as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of your supervisor. ~~(S)he~~ Your supervisor is a good source of information about the District and your job.

1.10 Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with Human Resources. ~~(S)he~~, who will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the General Manager.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

2.0 Your Pay and Progress

2.1 Recording Your Time

Non-exempt employees must record their hours on our timekeeping system.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Sunday and ends on Saturday.

2.2 Paycheck Deductions

The District is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes, and retirement plan contributions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The District will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with Human Resources.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

2.3 Garnishment/Child Support

When an employee's wages are garnished by a court order, our District is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our District will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

2.4 Direct Deposit

You will receive your pay in a direct deposit into your bank account through our direct deposit program.

2.5 Performance Reviews

Your performance is important to our District. Once each year, your supervisor will review your job progress within our District and help you set new job performance plans.

Our performance review program provides the basis for better understanding between you and your supervisor, with respect to your job performance, potential and development within the District.

2.6 Job Descriptions

The District maintains a job description for each position in the District. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your supervisor.

2.7 Pay Advances

Pay advances will not be granted to employees.

2.8 Overtime

There will be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your supervisor.

Non-exempt employees will be paid at a rate of time and one half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with your supervisor.

2.9 On Call

It may be necessary for individuals in certain positions to be available by telephone after hours during the week or on the weekend. Employees who are required to be on call will be compensated in accordance with applicable state and federal wage and hour laws, as well as separate written policies for each type of compensation for time spent on call or for responding to work while on call.

3.0 Time Away From Work and Other Benefits

3.1 Employee Benefits

Our District has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the District. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The District reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

3.2 Holidays

Our District office will be closed on holidays designated each year by the Board of Directors.

Eligible employees receive a paid holiday only if the holiday falls on a day they are normally scheduled to work. Full-time employees are eligible for paid holidays immediately upon hire. Exempt employees will receive holiday pay in compliance with state and federal laws. Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless you are absent with prior permission from your supervisor. Part-time employees are not eligible for holiday pay unless they work on the holiday. Full-time employees will be paid at a rate of time and one half their regular rate of pay for all hours worked on holidays. They will become eligible immediately upon hire.

3.3 Floating Holidays

The District offers eligible employees two paid floating holidays each year, which may be used for any purpose. Floating holidays may be used in no less than half-day increments, and are not carried over from one year to the next. Personal holidays should be scheduled in advance and taken with the approval of your supervisor.

3.4 Vacation

Full-time employees are eligible for paid vacation time.

Vacation is calculated according to your anniversary date as follows:

During the first ~~ten~~five years of full-time employment, 80 hours per year, accrued each pay period proportionately (approximately 3.08 hours for each two-week pay period.) ~~Vacation earned may not be taken until after the first anniversary of employment.~~Accrued vacation may be taken as it is accrued, with the approval of your supervisor.

After ~~ten~~five years of employment, ~~96~~120 hours per year, accrued each pay period proportionately (approximately ~~3.69~~4.62 hours each two-week pay period.)

After ~~fifteen-ten~~ years of employment, and each year thereafter, ~~120-160~~ hours per year, accrued each pay period proportionately (approximately ~~4.626.15~~ hours each 2-week pay period.)

Employees transferring to District employment on January 1, 2018 with prior District staff service under contract will not be penalized by starting over with lower vacation accruals and anniversary dates than they had with the previous employer. The General Manager will determine their effective anniversary date and vacation accrual amount based on their prior service.

Submit vacation requests in writing as soon as possible to your supervisor. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

Vacation can be carried over to the following year, up to a maximum of twice your annual accrual. Vacation earned above the maximum will be paid.

At the end of employment, eligible employees will be paid for earned but unused vacation.

3.5 Sick ~~Days~~Leave (see MSMD Resolution 21-1)

The District provides paid sick leave to eligible employees in accordance with the Colorado Healthy Families and Workplaces Act (HFWA) and other applicable law.

Sick leave may be taken for the following reasons:

- To care for your own, or a family member's, mental or physical illness, injury, or health condition; to obtain medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or to obtain preventative medical care.
- If you or a family member have been the victim of domestic abuse, sexual assault, or harassment, in order to:
 - seek medical attention or to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
 - obtain services from a victim services organization;
 - obtain mental health or other counseling;
 - seek relocation due to the domestic abuse, sexual assault, or harassment; or
 - seek legal services, including preparation for or participation in a civil or criminal proceeding related to or resulting from the domestic abuse, sexual assault, or harassment.
- Due to a public health emergency, a public official has ordered the closure of:
 - your place of business; or
 - your child's school or place of care and you need to be absent from work to care for your child.

"Family member" means:

- A person who is related to you by blood, marriage, civil union, or adoption;

- a child to whom you stand in loco parentis or a person who stood in loco parentis to you when you were a child; or
- a person for whom you are responsible for providing or arranging health- or safety-related care.

“Public health emergency” means:

- An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent, for which: 1) an emergency is declared by a federal, state, or local public health agency; or 2) a disaster emergency is declared by the governor; or
- a highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

Eligible employees accrue one hour of sick leave for every 30 hours worked up to a maximum accrual of 48 hours in a leave year. You will begin accruing sick leave on ~~January 1, 2021 or~~ your first day of employment, ~~whichever is later~~. For purposes of this policy, the leave year is the calendar year. You may begin using sick leave as it accrues.

If you do not use your sick days during the year, you can carry them into the following year, up to a maximum accrual of 96 hours (which is twice the maximum annual accrual).

You will be compensated for sick leave at your regular rate of pay at the time the leave is taken or the applicable minimum wage, whichever is higher. If you exhaust your accrued sick leave, you may use accrued vacation time for the purposes listed in this section.

If the need for leave is foreseeable, you must make a good-faith effort to provide advance notice and make a reasonable effort to schedule leave in a manner that does not unduly disrupt the operations of the District. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

If you are absent for four or more consecutive days, you may be ~~requested~~ required to provide reasonable documentation as soon as you are reasonably able to provide it showing that the leave is being taken for permitted purposes. Such documentation may be required before you return to work.

You will not be paid for any unused sick leave when your employment ends. Sick leave will run concurrently with the federal Family and Medical Leave Act and/or other leaves where permitted under state and federal law.

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within six months.

The District will not retaliate against employees who request or take leave in accordance with this policy.

Supplemental Paid Sick Leave for Public Health Emergency

In addition to paid sick leave ~~provided under the Colorado Paid Sick Leave Policy~~, the District will provide eligible employees with paid public health emergency leave, in accordance with the Colorado Healthy Families and Workplaces Act, for a declared public health emergency.

Public health emergency leave may be used for the following reasons:

1. To self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency;
2. To seek diagnosis, treatment, or care (including preventive care) of such illness;
3. Exclusion from work by a government health official, or by your employer, due to your exposure to, or symptoms of, such illness;
4. Inability to work due to a health condition that may increase your susceptibility or risk of such illness; or
5. To care for a child or other family member who is in category 1, 2, or 3 above, or whose school, childcare provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

Public health emergency leave will be provided, as needed, in addition to any paid sick leave that you have already accrued. If you normally work 40 or more hours in a week, you will be provided with enough public health emergency leave to ensure that you are able to take 80 hours of leave during a public health emergency. If you work fewer than 40 hours per week, you will be provided with enough public health emergency leave to ensure that you are able to take leave equal to the amount of time that you are scheduled to work in a 14-day period or the amount of time you actually work on average in a 14-day period—whichever is greater.

You may use any public health emergency leave that is provided under this policy before using any paid sick leave that you have accrued prior to the public health emergency.

Public health emergency leave expires four weeks after the official termination or suspension of the public health emergency. During a public health emergency, you will continue to accrue paid sick leave.

You must provide notice of your need for public health emergency leave as soon as practical if your need for leave is foreseeable, ~~and the company is not closed~~. If the need for leave is unforeseeable, provide notice as soon as possible.

You will not be required to provide any documentation for public health emergency leave.

The District will not retaliate against employees who request or take leave in accordance with this policy.

3.6 Jury Duty

Per Colorado law, the District will pay regularly employed trial or grand jurors their regular wages up to \$50 each day, for their first three days of jury duty. "Regularly employed" includes all full-time employees, as well as part-time, temporary and casual employees whose hours may be determined by a schedule, custom or practice. Should you have to serve more than three days on duty, you will receive the necessary time off unpaid.

All other employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We reserve the right to request proof of jury service issued by the Court upon return.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

3.7 Voting Leave

Our District believes that every employee should have the opportunity to vote in any state, federal, or municipal election, general primary or special primary. Any employee whose work schedule does not provide him/her three or more hours between the opening of the polls and the close of the polls during which the employee is not required to be on the job will be granted up to two paid hours of excused time to vote. We reserve the right to select the hours you are excused to vote.

Notify your supervisor at least one day before Election Day of the need for voting leave.

3.8 Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation (if any) may be used for this leave if the employee chooses, but the District will not require the employee to use vacation. Military orders should be presented to your supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the District unless military necessity makes this impossible. You must notify your supervisor of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from your supervisor.

3.9 Volunteer Firefighter Leave

Employees who serve as volunteer firefighters may be eligible for unpaid leave to respond to an emergency summons. Eligible employees are deemed by the employer not to be essential to the operation of the employer's daily enterprise.

Employees must have previously provided the District with written documentation from the fire chief of the employee's fire department notifying the employer of the employee's status as a volunteer firefighter.

Employees who take leave must provide the District with a written statement from the chief of the employee's fire department verifying the time, date, and duration of the employee's response.

3.10 Emergency Civil Air Patrol Leave

Employees who serve as a member of the Civil Air Patrol, Colorado Wing and who are called to duty for a civil air patrol mission are entitled to an unpaid leave of absence of up to 15 days in any calendar year.

Upon return to work, the employee must provide the District with evidence of the satisfactory completion of the civil air patrol service.

Employees taking qualified leave under this policy will be restored to the same or similar position held prior to the leave of absence.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

3.11 Volunteer Civil Defense Worker Leave

Employees who serve as a member of a volunteer disaster organization that has entered into a memorandum of understanding with a county sheriff, local government, local emergency planning committee, or state agency to assist in providing services during disasters are entitled to an unpaid leave of absence of up to 15 days in any calendar year.

To be eligible for leave, employees must be called to service through the volunteer organization under the authority of the county sheriff, local government, local emergency planning committee, or state agency.

The employee must provide the District with appropriate service verification during the disaster and return to work as soon as is practicable afterward.

Essential employees whose absence would likely cause the District to suffer economic injury, may be denied leave in accordance with state law.

Employees taking qualified leave under this policy will be restored to the same or similar position held prior to the leave of absence.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

3.12 Witness Leave

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

Employees are given the necessary time off without pay to attend, participate in, or prepare for a court proceeding in accordance with state law.

We ask that you notify your supervisor of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

3.13 Bereavement Leave

Full-time employees are eligible immediately upon hire for three paid days for the death of ~~an immediate family member. Members of the immediate family include a~~ spouses, domestic partners, parents, brothers, sisters, children, children of a domestic partners, grandchild~~ren~~, grandparents, parents-in-law ~~and or~~ parents of a domestic partners.

Full-time employees are eligible immediately upon hire for three paid days to attend the funeral of aunts, uncles, nieces and nephews.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Requests for bereavement leave should be made to your supervisor as soon as possible. Our District reserves the right to request written verification of an employee's familial relationship to the deceased and ~~his or her~~ the employee's attendance at the funeral service as a condition of the bereavement pay.

3.14 Victims of Crime Leave

The District will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the District reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

3.15 Employee Assistance Program (EAP)

The District offers all employees access to an Employee Assistance Program (EAP) provider. Through this program, employees can access benefits such as counseling, legal

services, and financial advice. Employees should contact Human Resources for more information.

3.16 Medical Insurance

Eligible full-time employees may enroll in an employee only, an employee plus children, an employee plus spouse, or a family contract on the first of the month following thirty days of employment. Eligibility may be defined by state law and/or by the insurance contract.

To assist you with the cost of this insurance, our District pays a portion of an employee only, an employee plus children, an employee plus spouse, or a family contract. You are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

Refer to the actual plan document and summary plan description if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

At the end of employment, you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact Human Resources.

3.17 Dental Insurance

Eligible full-time employees may enroll in an employee only, an employee plus children, an employee plus spouse or a family contract on the first of the month following thirty days of employment.

To assist you with the cost of this insurance, our District pays a portion of an employee only, an employee plus children, an employee plus spouse or a family contract. You are responsible for paying the balance through payroll deduction.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment, you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact Human Resources.

3.18 Life Insurance

Eligible full-time employees may enroll in this plan on the first of the month following thirty days of employment.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is fully paid by the employee.

Participating employees may also be covered under the plan's Accidental Death and Dismemberment rider. The District pays the full premium for \$20,000 of life insurance for each employee. Employees may elect to enroll in additional life insurance paid for entirely by the employee.

You also have the option of purchasing additional insurance through our group plan.

Complete details of this plan may be obtained from Human Resources.

3.19 Section 125 Plans

Our District offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance, dental insurance, vision care insurance and out-of-pocket medical expenses or dependent care expenses on a "before tax", rather than an "after tax" basis. Your premium contributions and qualified expenses are deducted from your gross pay before income taxes and Medicare is calculated.

To decline participation in this plan, complete an election form and return it to Human Resources.

You cannot make any changes to your pretax contributions until the next open enrollment period, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or discharge of employment of your spouse. A change in election due to a change in family status is effective the next pay period.

3.20 Short-Term Disability Insurance

You may be eligible for short-term disability insurance benefits if you are ill or injured and unable to work.

All full-time employees are eligible for the short-term disability insurance program on the first of the month after 30 consecutive days of employment. This insurance program is designed to provide income for you when you are absent from work for more than seven calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary for up to 180 days.

The cost of this insurance is covered by the District.

Please check with Human Resources for additional information concerning this benefit.

3.21 Pregnancy Accommodation

The District will provide reasonable accommodations to employees for health conditions related to pregnancy or the physical recovery from childbirth, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the District will engage in a timely and good-faith interactive process with the employee to determine effective, reasonable accommodations for the employee, which may include, but are not limited to:

- allowing more frequent or longer break periods;
- allowing more frequent restroom, food, and water breaks;
- providing or modifying equipment or seating;
- placing limitations on lifting;
- temporary transfer to a less strenuous or less hazardous position;
- job restructuring;
- light duty work, if available;
- assistance with manual labor; or
- modified work schedules.

The District will not require an employee to take leave to the extent that another reasonable accommodation can be provided.

Prior to providing a reasonable accommodation, the District may require the employee to provide certification from a licensed health care provider of the necessity for the accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with any other leave where permitted by state and federal law.

The District will not retaliate or take adverse action against an employee who requests or uses a reasonable accommodation pursuant to this policy. Further, the District will not require an employee to accept an accommodation which the employee has not requested or which is unnecessary for the employee to perform the essential functions of his or her job.

If leave is provided as a reasonable accommodation, such leave may run concurrently with any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your supervisor.

Social Security

The District does not participate in Social Security; instead, it has adopted a Qualifying alternative retirement program as outlined in Section 3.22.

3.22 Unemployment Insurance

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits.

3.23 Workers' Compensation

On the job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident to your supervisor as soon as reasonably possible. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

3.24 Retirement Plans

The District offers a mandatory defined contribution retirement savings plan that is a Qualifying alternative plan to Social Security. The District may also offer eligible employees the opportunity to participate in additional voluntary plan(s).

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from Human Resources. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

3.25 Family and Medical Leave

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the District provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for MSMD for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is measured forward from the date FMLA begins.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service. This 26-week period is inclusive of any other FMLA leave (i.e. employees do not receive 26 weeks of military based leave and 12 additional weeks of non-military based leave in a 12 month period).

As used in the policy:

- Spouse means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- Parent means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- Next of kin for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any

questions about the types of conditions that may qualify, contact Human Resources.

- Health care provider means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- Qualifying exigencies for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (Note: Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (Note: Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (Note: Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the MSMD General Manager and you.
 - A serious injury/illness incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible,

give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the MSMD General Manager first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the MSMD General Manager.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Leave request forms may be obtained from Human Resources.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, Human Resources will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the District may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The District also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the District will reduce your salary or wages based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the District may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking personal medical, parental, family care, military exigency, and/or military care leave, you must utilize accrued sick and/or vacation leave during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits. You may not borrow against future accruals of paid time off in any form during FMLA leave.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the District during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days

due date may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the District may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the District may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will be reinstated to your original job or an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. You will not lose any benefits that accrued before leave was taken. Exceptions to this provision may apply if business circumstances have changed (for example, the position is no longer available due to job elimination). Reinstatement to the same or equivalent position is contingent upon the employee's ability to perform all of the essential functions of the job.

Spouse Aggregation

If you and your spouse are both employed by the District, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the District will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The District is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the District. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Leave Restrictions

While on an approved leave of absence, including FMLA leave, notify your supervisor before traveling more than 75 miles away from the vicinity where the leave is to take place. This requirement ensures that the travel is for reasons consistent with the need for leave, such as medical treatment needed at a facility outside the 75-mile radius.

While you are on an approved leave of absence, including FMLA leave, notify and obtain approval from your supervisor before participating in educational coursework (whether in person or online). This requirement ensures that the coursework is not inconsistent with the stated need for leave.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the District becomes aware of any qualifying reason for FMLA leave, the District will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The District will not retaliate against an employee who requests or takes leave in accordance with this policy.

4.0 On the Job

4.1 Wage Disclosure Protection

The District, consistent with Colorado law, does not prohibit an employee from inquiring about, disclosing, comparing or otherwise discussing his or her wages. Further, the District does not require nondisclosure of an employee's wages as a condition of employment, and will not require an employee to sign any waiver or document contrary to this policy.

Nothing in this policy shall be construed to permit an employee with regular access to wage information in the course of the employee's work from disclosing wage information, unless the person is under a legal obligation to furnish the information. Additionally, nothing in this policy requires an employer or an employee to disclose wages in response to an inquiry by another employee unless under legal obligation.

4.2 Attendance and Punctuality

Attendance and punctuality are important factors for your success within our District. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for three days without notifying the District, it is assumed that you have voluntarily abandoned your position with the District, and you will be removed from the payroll.

4.3 Meal Time

A 30-minute, unpaid meal break should be taken each day. Approving the scheduling of this time is the responsibility of your supervisor. Supervisors may also approve of a 60 minute unpaid meal break.

4.4 Breaks

Employees will receive one 10-minute paid break for every four hours worked. This time must be approved by your supervisor each day.

4.5 Lactation Breaks

The District will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. In Colorado, lactation breaks will be provided for up to two years after the child's birth. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance

with state law. The District will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your supervisor to request time to express breast milk under this policy. The District reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact Human Resources.

4.6 Standards of Conduct

Each employee has an obligation to observe and follow the District's policies and to maintain proper standards of conduct at all times. Failure to adhere to the District's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the District. The District does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the District's policies or safety rules; failing to work in a cooperative manner with management, co-workers, customers and others who do business with the District; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in District activities or in District vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the District's EEO and No Harassment policies; performing outside work or use of District property, equipment or facilities in connection with outside work while on District time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

4.7 Access to Personnel Files

Upon request, current employees may inspect their own personnel records at a mutually agreeable time, on District premises and in the presence of a District official. Employees will be permitted to inspect and obtain a copy of their personnel records. Inspection includes documents or records regarding the employee's qualification for employment,

promotion, additional compensation, termination, or other disciplinary actions. Inspection does not include documents or records: (1) required to be placed or maintained in a separate file from the regular personnel file by federal or state law; (2) pertaining to confidential reports from previous employers; (3) an active criminal investigation or disciplinary investigation by the District; (4) an active investigation by a regulatory agency; or (5) identifying any person who, in the sole discretion of the District, made a confidential accusation against the employee.

Similarly, upon request, former employees may make one inspection of their personnel file following termination of employment unless otherwise required by law.

4.8 Customer and Public Relations

Our District's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our District may be determined for a long period of time by the actions of one employee.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

4.9 Non-Solicitation

The District believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

4.10 Distribution

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the District's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are

prohibited from distributing materials to employees on District premises at any time. Literature that violates the District's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

4.11 Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up to date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to Human Resources promptly.

4.12 Care of Equipment

You are expected to demonstrate proper care when using the District's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

4.13 District Vehicles

Operators of District vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving a District vehicle must be reported to your supervisor immediately.

Employees are responsible for any moving and parking violations and fines that may result when operating a District vehicle.

District vehicles should be operated by the employee only.

Smoking, including use of e-cigarettes, is prohibited in District vehicles.

The use of seat belts is mandatory for operators and passengers of District vehicles.

Employees are encouraged to take appropriate safety precautions when using their cellular telephone. The use of handheld cellular telephones, including texting, while driving is prohibited. Employees are expected to comply with applicable state laws, including the use of cellular telephones.

4.14 Employment of Relatives

A supervisor may not hire or supervise an individual if that individual and the supervisor have an on-going romantic relationship, including but not limited to, marriage, or if that individual is ~~a member of the supervisor's immediate family. The term "immediate family" the supervisor's refers to~~ parents, children, sisters, brothers, nieces, nephews or other family members residing in the same household.

In the case of marriage of persons within the same department, an effort will be made to assign comparable job duties so as to minimize problems of supervision, safety, security and morale.

4.15 Travel/Expense Accounts

The District will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed when pre-approved:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips
- Business Meals, not including alcohol
- Registration fees for conferences and training

This list is not all-inclusive. See Human Resources regarding additional reimbursable business expenses.

4.16 Personal Property

The District is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

4.17 Identification Badges

You may be issued an identification badge customize. If required by your supervisor, it must be worn where it can be seen at all times when you are working.

4.18 Severe Weather

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. If you choose to ~~Time taken~~ take time off from work due to poor weather conditions while the ~~business District~~ remains open, you must use accrued ~~is to be used as~~ vacation, a sick ~~day~~ leave, or ~~is~~ unpaid time, in that order. Unpaid time may only be awarded if accrued leave has been exhausted.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

In rare cases, and only with the permission of the General Manager, select employees may be allowed to work from home or other remote location with pay for a partial or whole work day during severe weather conditions.

If ~~extreme~~ severe weather conditions require closing of District Facilities, you will be notified by your supervisor. Full-time employees whose District workplace is closed or otherwise unavailable during severe weather will be paid their normal rate for the duration of the closure. Part-time employees whose work is cancelled due to a closure may not be paid for the hours they would otherwise have worked.

4.19 Personal Telephone Calls

It is important to keep our telephone lines free for customer calls. Although the occasional use of the District's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

4.20 Acceptable Use of Electronic Communications

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the District's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "systems."

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with customers and other business acquaintances for business purposes.

District Control of Systems and Electronic Communications: All electronic communications contained in District systems are District records and/or property. Although an employee may have an individual password to access our systems, the systems and communications belong to the District. The systems and electronic communications are accessible to the District at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The District's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the District at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the District's drawings, designs, blue prints, manufacturing processes, customer lists, vendor agreements, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on District systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use District systems in a manner that is unlawful, wasteful of District resources, or unreasonably compromises employee productivity or the overall integrity or stability of the District's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of District policies.

In addition, employees may not use our District systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of your supervisor;
- To download, save, send or access any site or content that the District might deem "adult entertainment;"
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the District or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and

- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the District. You may not install password or encryption programs without the written permission of your supervisor. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The District complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the District may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask your supervisor for advance clarification.

4.21 E-mail (added by MSMD Resolution 19-2)

District management may monitor electronic mail communications at any time, with or without cause, and further states that correspondence of any employee in the form of electronic mail may be a public record under the public records law and may be subject to public inspection under Section 24-72-203, C.R.S., Colorado's Open Records law.

All employees of the District may have access to the District's electronic mail communications system, which access may include utilization of a District-assigned email address for use in both internal and external email communications. Employees cannot expect a right of privacy in their use of the District's electronic communications system. Employees understand, acknowledge and agree that all communications in the form of electronic mail may be considered a public record pursuant to CORA and may be subject to public inspection pursuant to C.R.S. Section 24-72-203. The District reserves the right to monitor an employee's electronic mail communication(s) including, but not limited to,

circumstances where the District, in its sole discretion, reasonably believes that such communication(s) may be considered a public record pursuant to C.R.S. § 24-72-203.

4.22 Social Media

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the District, fellow employees, customers, and people working on behalf of the District or competitors.

Do not create a link from your blog, website or other social networking site to the District’s website without identifying yourself as a District employee. Express only your personal opinions. Never represent yourself as a spokesperson for the District or make knowingly false representations about your credentials or your work. If the District is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the District. It is best to include a statement such as “The postings on this site are my own and do not necessarily reflect the views of the District.” You must refrain from using social media while on working time, unless authorized by the District.

Employees are encouraged to report violations of this policy. The District prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the District complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please discuss with your supervisor.

4.23 Bring Your Own Device

Employees may use their personal electronic devices for work purposes when agreed to in writing, in advance, by the employee and management. Personal electronic devices include but are not limited to personally owned cell/smart phones, tablets, laptops and computers.

Employees must physically secure their device against theft, loss or unauthorized use, and this includes password protection. If the device is lost or stolen, you must immediately notify your supervisor. If the District permits the employee to store or access trade secrets or proprietary business and confidential information on a personal electronic device, time is of the essence in reporting a lost or stolen item so that the District may take the steps necessary to protect this information. The District will not be responsible for replacing lost or stolen personal electronic devices.

Non-exempt employees may not use their personal devices for work purposes outside of their normal work schedule without authorization in advance from management. This includes but is not limited to reviewing, sending and responding to e-mails or text messages, and responding to or making calls. Time spent by non-exempt employees using their own devices to perform work outside of regular working hours must be included in the District's time tracking system.

Employees are expected to exercise the same discretion in using their personal devices while working as is required for using District owned devices. This includes, but is not limited to, compliance with District policies pertaining to harassment, discrimination, retaliation, trade secrets, proprietary business and confidential information, electronic communications and ethics. Employees must also comply with all applicable state, federal and local laws governing the use of such electronic devices. Failure to follow policies, procedures and/or the law may result in disciplinary action up to and including termination of employment.

4.24 Security of Electronic Devices

Each employee provided with a laptop computer, iPad, iPhone, smart phone, tablet or similar device is responsible for the physical security of that device. All devices acquired for or on behalf of the District are District property. The device must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the device immediately upon request of the District.

You must notify your supervisor immediately if the device is lost, stolen, misplaced, or damaged. All work created or performed on the device is District property. The device is subject to inspection by the District at any time without further advance notice. The device must be used in a manner that complies with all District policies including the Acceptable Use of Electronic Communications, Equal Employment Opportunity, No Harassment, and Protecting District Information.

Violations of this policy may be grounds for disciplinary action up to and including discharge.

4.25 Dress Policy

Maintaining a professional, business-like appearance is very important to the success of the District. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Hair should be clean and neat. Sideburns, moustaches, and beards should be neatly trimmed.

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

The District maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for the office and customer interaction.

Clothing with inappropriate/derogatory symbols, language or words are not allowed, and clothing may not convey messages that express hate, racial slurs, or sexual harassment.

4.26 Reference Checks

The District will not honor any oral requests for references. All requests must be in writing and on District letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our District. If you receive a request for reference information, please forward it to Human Resources.

4.27 Protecting District Information

Protecting the District's information is the responsibility of every employee. Do not discuss the District's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our District must be forwarded to Human Resources.

The District's address shall not be used for the receipt of personal mail.

4.28 Releasing Information (as adopted by MSMD Resolution 18-1)

The District is a “public entity” and as such has a responsibility to provide certain information to the public under Colorado’s Open Records Act (“CORA”). Because there are many situations where the definition of what is “public record” and what is exempt from CORA and therefore not available to the public is not clear, we need to be careful about releasing specific information. The Board of the District has adopted a specific policy for how requests under CORA are to be handled. Employees should contact their supervisor and/or the General Manager before releasing any information that might be deemed confidential or sensitive, and all requests from members of the public, the press or any third party for records of the District should be directed to the General Manager to ensure compliance with the District’s policy regarding CORA requests. The General Manager and the District Board have the sole authority to decide when to provide information of a confidential or sensitive nature, including but not limited to information regarding conflicts or potential conflicts of interest, litigation, negotiations or emergencies.

Each employee of the District is advised that any District information that they obtain and possess, including information that may be stored on a personal computer, laptop, tablet, smartphone or other device may be subject to inspection and production pursuant to an applicable and valid Open Records Act request.

The official personnel file for each employee is maintained by the General Manager. No person may have access to personnel files other than those persons with a bona fide reason as determined by the General Manager. A person, other than the General Manager, having access to a personnel file may be required to sign a log included in each individual file giving name, date and purpose of access. Employees are entitled to view all materials and documents in their personnel files upon request. Employees may, upon request, add relevant job-related materials to their files, request copies of file contents and respond to any materials in their files.

4.29 Conflict of Interest/Code of Ethics

A District's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the District, or any of its customers, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities,

investments or associations that compete with the District, interferes with an employee's business judgment concerning the District's best interests, or exploits an employee's position with the District for personal gain.

The District adheres to the highest legal and ethical standards applicable in our business. The District's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the District shall conduct their personal affairs such that their duties and responsibilities to the District are not jeopardized and/or legal questions do not arise with respect to their association or work with the District.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

4.30 Contact with the Media

All media inquiries regarding the District and its operations must be referred to the General Manager. The authorization to make or approve public statements on behalf of the District rests solely with the General Manager. No employees, unless specifically designated by the General Manager, are authorized to make statements on behalf of or as a representative of the District.

4.31 If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your supervisor with as much advance written notice as possible.

~~Employees who are rehired following a break in service, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.~~

The District does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All District property must be returned at the end of employment. Otherwise, the District may take action to recoup any replacement costs and/or seek the return of District property through appropriate legal recourse.

You should notify the District if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

5.0 Safety in the Workplace

5.1 Each Employee's Responsibility

Safety can only be achieved through teamwork at our District. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. Report all workplace injuries as soon as reasonably possible to your supervisor even if no medical treatment is required. It is our sincere hope that you or your coworkers are never injured.
3. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the District's property is forbidden.
4. Use, adjust and repair machines and equipment only if you are trained and qualified.
5. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
6. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your supervisor.
7. Know the locations, contents and use of first aid and fire-fighting equipment.
8. Wear personal protective equipment in accordance with the job you are performing.
9. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

5.2 Workplace Violence

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to District property in the event someone, for whatever reason, may be unhappy with a District decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the District's investigation, may result in disciplinary action, up to and including discharge.

5.3 Workplace Searches

To protect the property and to ensure the safety of all employees, customers and the District, the District reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the District's property. In addition, the District reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the District, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the District.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the District's security procedures or any other District rules and regulations.

5.4 Hazard Communication

The District may use some chemicals (e.g., cleaning compounds, inks, etc.) in some of its operations. You should receive training and be familiar with the handling, use, storage and control measures relating to these substances if you will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspections in your work area. You must follow all labeling requirements.

Please consult with your supervisor prior to purchasing chemicals for the District or bringing them on to our premises. For additional information, please refer to the District's written Hazard Communication Program. If you have any questions, ask your supervisor or the safety coordinator.

5.5 Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

5.6 No Weapons in the Workplace

Possession, use or sale of weapons, firearms or explosives on work premises, while operating District machinery, equipment or vehicles for work-related purposes or while engaged in District business off premises is forbidden except where expressly authorized by the District and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

5.7 Environmental Compliance

Our District adheres to all state and federal environmental protection laws. Your supervisor will inform you of the laws impacting your specific job and you will receive instruction on compliance procedures.

5.8 Political Activity (as adopted by MSMD Resolution 18-1)

Your political beliefs, activities, and party affiliation are private. You should not be asked about your political beliefs or requested to participate or contribute to political parties or groups as a requirement for employment. You may not engage in political activities during your working hours, nor may you campaign while using District property. Any person employed with the District who seeks election to partisan public office should request accrued vacation leave or request leave without pay if the employee's campaign will interfere with the employee's job performance or work hours. The granting of leave without pay will be at the discretion of the General Manager.

5.9 Alcohol and Drug Policy (as adopted by MSMD Resolution 18-1)

The District has established an alcohol and drug free workplace. The possession, use, manufacture, distribution or dispensing of alcohol or illegal drugs in the workplace is prohibited. The District may in its discretion require the collection and testing of samples for any job-related purposes, including:

- The testing of all new employees upon hire and as a condition of employment;
- Investigation of accidents in the workplace;
- Maintenance of safety for employees and the public at large which will involve random testing of employees who are in safety sensitive positions;
- Reasonable suspicion that an employee may be affected by the use of alcohol and drugs and that the use may adversely affect the job performance or the work environment. This includes the investigation of accidents.

A failure to immediately report an accident or to timely submit to alcohol and drug testing may result in disciplinary action at the sole discretion of the District, up to and including termination of employment.

Alcohol and Illegal Drugs

Any employee, who unlawfully possesses, uses, manufactures, distributes or dispenses alcohol or drugs, or who is determined to be in the workplace while under the influence of alcohol or drugs, which are not prescribed by a physician, shall be subject to disciplinary action, at the sole discretion of the District, up to and including dismissal. For purposes of this policy, marijuana shall be treated as an illegal drug in accordance with Federal law, despite its legality under Colorado law. As such, employees are NOT allowed to possess, use or be under the influence of marijuana, even for medicinal purposes, while in the workplace, and a positive test for marijuana in any test administered by the District as set forth above shall be deemed a violation of the policy just as it would for any other illegal substance as defined under Federal law.

Conviction of Alcohol/Drug-Related Crime

Any employee who is convicted of an alcohol/drug statute violation or alcohol/drug related crime shall notify the General Manager no later than five (5) business days after the entry of the conviction. Any employee whose position involves driving a District vehicle or privately owned vehicles on District business or other work of the District will report any conviction involving alcohol or drugs and the operation of a motor vehicle and any drug statute violation or drug-related crime no later than five (5) business days after the entry of the conviction.

Prescription Medication

Employees who report to work impaired by prescription medication will not be allowed to work. Before returning to work, any employee who has not been allowed to work because of his/her use of prescription medication must have a written release from his/her physician.

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Meridian Service Metropolitan District Employee Handbook and I understand that it contains information about the employment policies and practices of the District. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the District reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the General Manager of the District. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

THIS DISTRICT IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE DISTRICT OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE DISTRICT IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE GENERAL MANAGER OF THE DISTRICT.

I understand that this Employee Handbook refers to current benefit plans maintained by the District and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials _____ Date _____

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or the General Manager.

NAME _____

DATE _____

EMPLOYEE SIGNATURE _____

DRAFT

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”) is made and effective the 3rd day of November, by and between MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and Thomas General Contractors (“Contractor”) (the parties are referred to herein individually as a “Party,” and collectively as the “Parties”), to set forth the Parties’ mutual understandings and agreements.

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

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

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

1. PERFORMANCE OF SERVICES

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

2. EXHIBITS TO AGREEMENT

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

Exhibit A: Plans, Addendum No. 1, Bid from Thomas General Contractors

3. SCOPE OF SERVICES

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

4. TERM OF AGREEMENT

The term of this Agreement shall begin on the effective date of this Agreement first set forth above and shall terminate on the earlier of the completion of the Work and the final payment therefore or June 30, 2022.

5. COMPENSATION; COMPLETION OF WORK

As compensation for the services to be performed by Contractor hereunder, District agrees to pay Contractor a total price of \$ 120,602,.88 Base Bid plus Alternative No. 1 and No. 2 upon completion of the Work. Contractor shall submit an invoice for the services rendered and such invoice will be paid by the District within 30 days of its receipt. Contractor acknowledges that time is of the essence for the completion of the Work and the expected date of completion of the Work is March 3, 2022 (“Target Date”).

6. COORDINATION WITH DISTRICT

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

Contractor: Thomas General Contractors
Name: Ray Thomas
Cell Number: 719-632-9235
Email: rthomas@thomasgc.com

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

7. LIABILITY; INSURANCE

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

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

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

C. Motor Vehicle Liability Insurance.

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

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

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

8. STANDARD OF PERFORMANCE; WARRANTY

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

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

9. INDEPENDENT CONTRACTOR

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

10. TERMINATION

District may, upon three days' notice, terminate this Agreement for the convenience of the District. If such termination occurs, Contractor shall be entitled to be compensated for all Work performed

to the date of termination as well as for all materials acquired by Contractor and for which Contractor is legally and financially liable.

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

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

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

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

11. NOTICE

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

Contractor: Thomas General Contractors
Name: Ray Thomas
Address: 104 S. Weber St., #200
Colorado Springs, CO 80903

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

12. WAIVER

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

13. ILLEGAL ALIENS

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

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

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

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

14. FORCE MAJEURE

Neither Party shall be liable to the other for, or be considered to be in breach of or default under this Agreement because of, any delay or failure in performance by such Party under this Agreement to the extent such delay or failure is due to any cause or condition beyond such Party’s reasonable control, including, but not limited to, failure or threat of failure of facilities or equipment; fire, lightning, flood, earthquake, volcanic activity, wind, drought, storm and other acts of the elements; court order and act, or failure to act, of civil, military or governmental authority; strike, lockout and other labor dispute; epidemic, riot, insurrection, sabotage, war and other civil disturbance or

disobedience; labor or material shortage; and act or omission of any person or entity (other than such Party, its contractors or suppliers of any tier or anyone acting on behalf of such Party). Each Party shall exercise reasonable diligence to overcome the cause of such delay; provided, however, that to the extent the cause of such delay arises from any breach of, or failure by the other Party to perform any of its obligations under this Agreement, the costs and expenses incurred by the Party that has delayed or failed in its performance under this Agreement to overcome the cause of such delay shall be for the account of such other Party. Nothing contained in this Agreement shall be construed to require either Party to prevent or settle any strike, lockout or other labor dispute in which it may be involved. Notwithstanding the foregoing, nothing in this paragraph shall apply to any delay or failure by either Party to pay any amounts due and owing to the other Party pursuant to this Agreement.

15. ASSIGNMENTS

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

16. PROTECTION FROM LIENS

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

17. CONTRACTOR'S OBLIGATIONS

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

18. SAFETY

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

19. INDEMNIFICATION/HOLD HARMLESS

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

20. BUDGET/APPROPRIATIONS/GOVERNMENTAL IMMUNITY

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

21. ENTIRE AGREEMENT, AMENDMENT AND BINDING EFFECT

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

22. ATTORNEY FEES

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

23. GOVERNING LAW

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

24. COUNTERPARTS

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

25. THIRD PARTY BENEFICIARIES

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to any person or entity other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions hereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Contractor shall be for the sole and exclusive benefit of the District or the Contractor. It is the express intention of the Parties that any person other than the Parties shall be deemed to be an incidental beneficiary only.

26. HEADINGS

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

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

CONTRACTOR:

Signature: _____

Name: _____

Its: _____

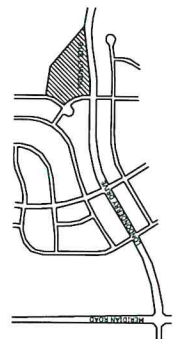
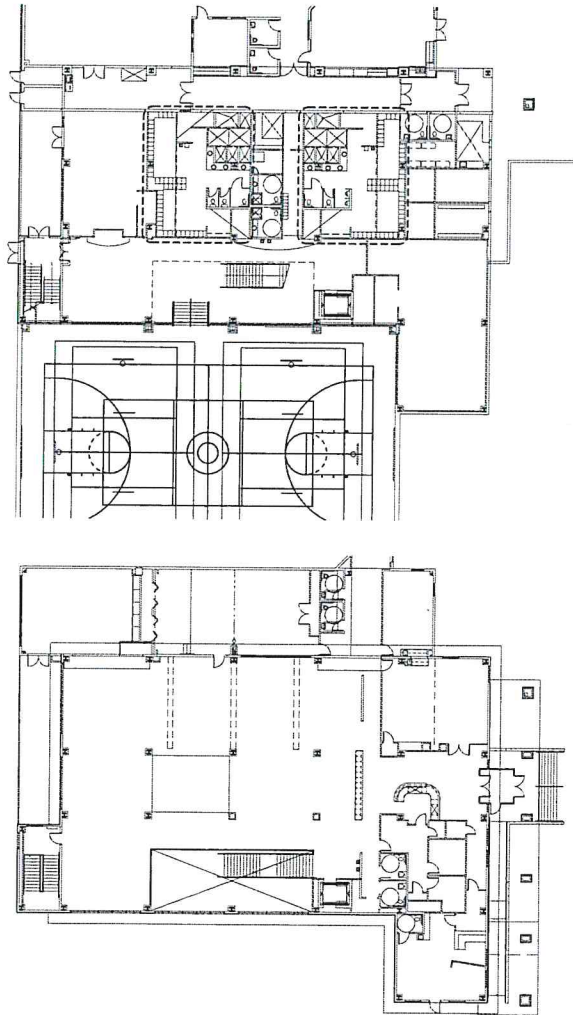
MERIDIAN SERVICE METROPOLITAN DISTRICT

Signature: _____

Name: Milton B. Gabrielski

Its: President, Board of Directors

EXHIBIT A



ROOM NAME AND NUMBER
 PLAN NOTE
 DETAIL REFERENCE NUMBER
 SHEET NUMBER
 SECTION ELEVATION NUMBER
 SHEET NUMBER
 REVISION NOTE
 FIRE EXTINGUISHER CABINET

ACRYLICAL CEILING TILE	MAX	MAXIMUM OPENING
ADJUSTABLE	MIN	MINIMUM
ANGLE	NC	NOT IN CONTRACT
ANGLE	ND	NUMBER
ANGLE	NTS	NOT TO SCALE
ANGLE	OC	ON CENTER
ANGLE	OD	OUTSIDE
ANGLE	OO	OUTFLOW DRAIN
ANGLE	4	PLUS OR MINUS
ANGLE	P.F.	PANEL
ANGLE	P.F.	PANEL JOINT
ANGLE	RAD	RADIUS
ANGLE	RB	RUBBER BASE
ANGLE	RE	REFER TO
ANGLE	RO	ROUGH OPENING
ANGLE	SPIC	SPECIFICATIONS
ANGLE	T.O.	TOP OF
ANGLE	TP	TYPICAL
ANGLE	VB	VAPOR BARRIER
ANGLE	VCT	VENT COMPOSITION TILE
ANGLE	VO	WOOD

PROJECT DATA

T1.1

Meridian Ranch Recreation Center Reception Desk and Locker Room Lighting

**ADDENDUM NUMBER ONE
TO CONTRACT DOCUMENTS
October 6th, 2021**

Bidders are hereby instructed that the drawings, specifications, and other contract documents are modified, corrected, supplemented and/or superseded for the above mentioned project as hereinafter described in the attached:

This **ADDENDUM** shall be attached to and become a part of the Contract Documents.

The **CONTRACTOR** shall **ACKNOWLEDGE RECEIPT** of this addendum, in the Contractor's Bid Proposal. **The Bid Date remains unchanged**

DESCRIPTION OF ADDENDUM ITEMS:

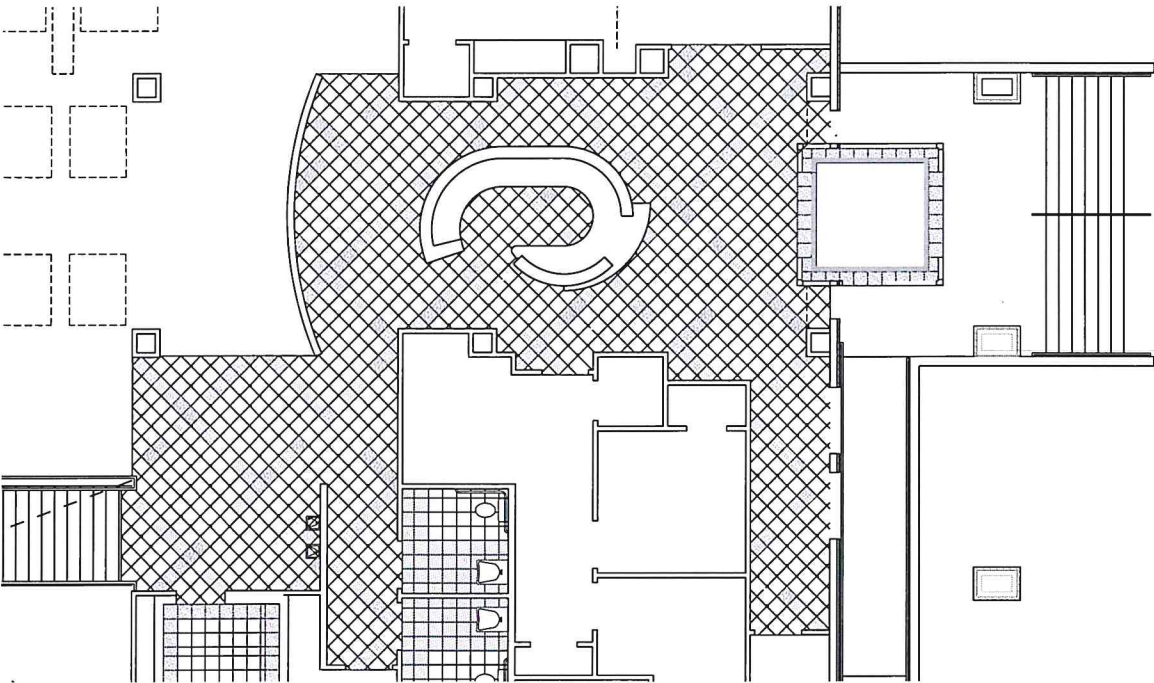
Responses to Contractor Questions:

1. Remove and replace tiles in existing toilet rooms 225, 226
2. The entire floor area in the lobby that will receive LVT should be floated to receive the new LVT. Please include this in the bid
3. Replace corner trim at existing storefront with new trim to match clear aluminum storefront
4. As a clarification item- ceiling tiles maybe be affected by new lighting in locker rooms. Replace as needed to match existing. No specifications were available on the existing tile.
5. See revised detail for the cubbies on Sheet A1.2. The partial height wall was raised to 4ft to allow for 3 new receptables (USB/Power) for cell phone charging. Connect to existing circuit in the existing wall from outlets that are being removed.

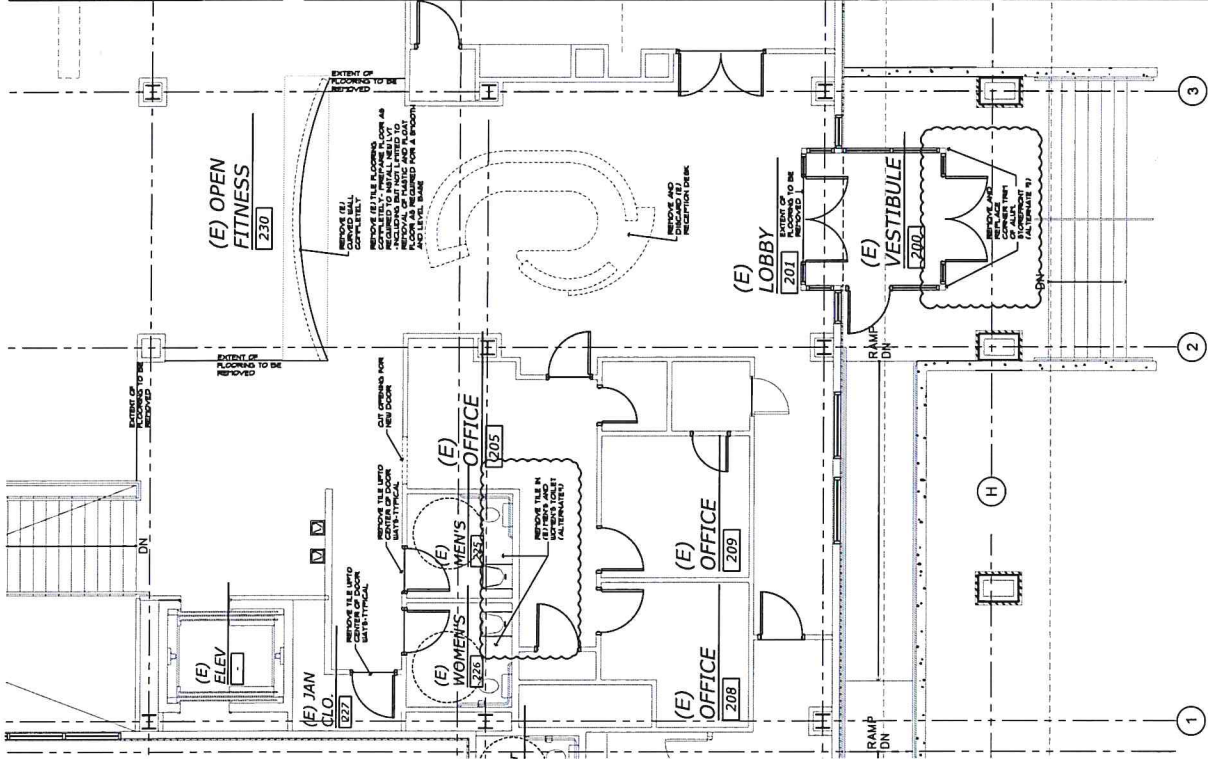
Attachments:

D.1, A1.1, A1.2, A1.3

End of Addendum 1



2 EXISTING TILE LAYOUT FOR REFERENCE ONLY
SCALE: 1/4" = 1'-0"



1 DEMOLITION PLAN OF RECEPTION AREA
SCALE: 1/4" = 1'-0"

DESIGN TEAM
 ARCHITECTURE INTERIOR DESIGN
 425 E. BROADWAY, SUITE 200
 DENVER, COLORADO 80202
 TELEPHONE (303) 733-7377
 FAX (303) 733-7378
 WWW.DENVERDESIGNTEAM.COM
 2010 AIA/CES REGISTERED EDUCATION COURSE
 COURSE NUMBER: 2010-001-001-001
 COURSE TITLE: INTERIOR DESIGN
 COURSE LENGTH: 1.00 HOURS

MERIDIAN RANCH

RECEPTION COUNTER AND
 LOCKER ROOM LIGHTING
 FALCON, COLORADO

PROJECT NO. 21137
 DATE 10/11/11
 DRAWN BY SGT
 CHECKED SGT
 APPROVED SGT
 ISSUED 10/11/11
 ARCHITECT 10/11/11

SHEET INFORMATION
 DEMOLITION PLAN
 SHEET
D1.1

DESIGN EDGE
 ARCHITECTURE INTERIOR DESIGN
 8229
 DEVERA, COLORADO
 3714 GARAGE AVE. SUITE 102
 FORT COLLINS, CO 80504
 TEL: 970.226.1100 FAX: 970.226.1101
 WWW.DESIGNEDGEARCH.COM

MERIDIAN RANCH

**RECEPTION COUNTER AND
 LOCKER ROOM LIGHTING**

PROJECT NO.	2117
DATE	10-06-2021
DRAWN BY	SCJ
CHECKED	SCJ
APPROVED	SCJ
ADDRESS	1-18-06-2021

SHEET INFORMATION
 FINISH PLAN AND
 SPECIFICATIONS

SHEET
A1.3

FINISH NOTES

- SEE PROJECT MANUAL FOR COMPLETE FINISH SPECIFICATIONS
- PREPARE ALL FLOOR SURFACES TO BE SMOOTH AND LEVEL PRIOR TO INSTALLING NEW FLOOR FINISH.
- ALL NEW WALLS PAINT TWO COATS TO MATCH ADJACENT WALLS UNLESS NOTED OTHERWISE
- PAINT ALL PATCHED AREAS OF WALLS WITH 1 COAT OF PRIMER AND 2 FINISH COATS MINIMUM AS REQUIRED TO ACHIEVE UNIFORM COVERAGE AND FINISH
- ALL METAL DOOR FRAMES TO BE PAINTED TO MATCH ADJACENT WALL
- ALL FINISHES TO BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS
- ALL FINISHES TO BE SUBMITTED TO DESIGNER FOR APPROVAL PRIOR TO INSTALLATION
- FLOORING TRANSITIONS TO OCCUR UNDER CENTERLINE OF DOOR OPENINGS UNLESS
- PREPARE ALL NEW OTF 80 WALLS TO SMOOTH LEVEL 5 FINISH UNO

BASE

MANUF.	TARGETT
STYLE	CODE
HEIGHT	4" HIGH
DIMENSIONS	

FLOOR TILE

MANUF.	CROSSVILLE
NAME	ASBEST
COLOR	ON THE BOOKS
DIMENSIONS	12x12

FINISH LEGEND

LVT

MANUF.	MOHAWK GROUP
NAME	HOT AND HEAVY
COLOR	INTERSTATE 76A
DIMENSIONS	30x36

CPT-1

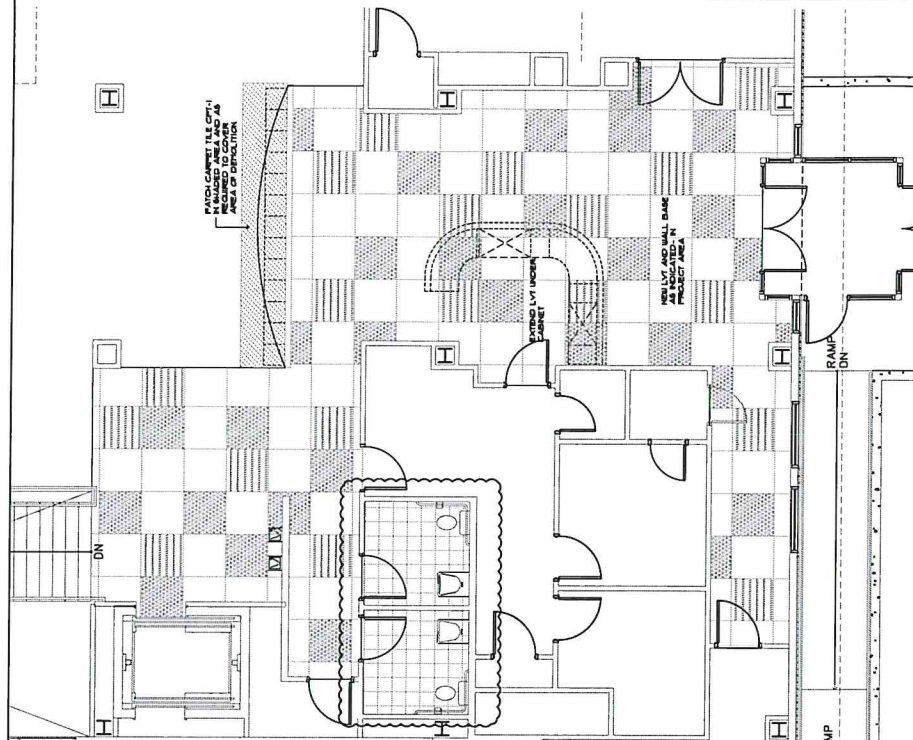
MANUF.	INTERFACE
NAME	PERFECT-TZ
COLOR	149 HIGHLIGHT
DIMENSIONS	18.88 x 18.69

PROJECT SPECIFICATIONS

DIVISION 5 - RESILIENT FLOORING
 PRODUCTS SHALL BE AS SPECIFIED IN THE PROJECT MANUAL UNLESS OTHERWISE NOTED.
 APPROVED SUBSTITUTIONS PERMITTED.
 MATERIAL, RECEIVING, STORAGE AND HANDLING
 PROTECT, UNLOAD AND STORE MATERIALS PER MANUFACTURER'S WRITTEN RECOMMENDATIONS.
 TESTING REQUIREMENTS SHALL BE AS SPECIFIED IN THE PROJECT MANUAL UNLESS OTHERWISE NOTED.
 FOR TECHNICAL DATA VISIT https://www.mohawkgroup.com/files/egresources/basesheets_041815.pdf
JOB SITE CONDITIONS
 FLOORING MATERIALS AND ADHESIVE MUST BE ACCLIMATED TO THE INSTALLATION AREA FOR A MINIMUM OF 48 HOURS PRIOR TO INSTALLATION. IF THE AREA IS NOT WITHIN THE MANUFACTURER'S RECOMMENDED TEMPERATURE AND RELATIVE HUMIDITY RANGES, THE FLOORING MATERIALS MUST BE STORED IN THE INSTALLATION AREA UNTIL THE ENVIRONMENT IS ACCEPTABLE. IT IS RECOMMENDED THAT RESILIENT FLOORING INSTALLATION SHALL NOT BEGIN UNTIL ALL OTHER TRADES ARE COMPLETED.
 AREAS TO RECEIVE FLOORING SHALL BE CLEAN, FULLY FLOODED, WITH THE PERMANENT FINISH SET AT A MINIMUM OF 1/2" AND MUST BE FOLLOWING THE INSTALLATION. NEVER ALLOW THE AREA TO DRY OR BLOW DRY.
 HARDY SHOULD BE BELOW 40.
 AREAS TO RECEIVE FLOORING SHOULD BE ADEQUATELY LIGHTED DURING ALL PHASES OF THE INSTALLATION PROCESS.

APPROVED SUBSTRATES AND TESTING REQUIREMENTS
 ALL SUBSTRATES TO RECEIVE MOISTURE REMEDIAL FLOOR COVERING MUST BE TESTED FOR MOISTURE.
 DO NOT INSTALL FLOORING IF MOISTURE TEST RESULTS EXCEED RECOMMENDED LIMITS. STOP THE JOB AND ADVISE CUSTOMER THAT INSTALLATION CANNOT BE INITIATED WITHOUT THE PROPER TREATMENT FOR MOISTURE CONDITIONS.
 ALL SUBSTRATES TO RECEIVE RESILIENT FLOORING SHALL BE DRY, CLEAN, SMOOTH, AND STRUCTURALLY SOUND. THEY MUST BE FREE OF OIL, GREASE, POLISH, WAX, SEALERS, PAINTS, ADHESIVES, AND OTHER FOREIGN MATERIALS THAT MIGHT PREVENT ADHESIVE BOND.
 DO NOT USE LEAD ADHESIVE REMOVER OR SOLVENT CLEANERS FOR REMOVING OLD ADHESIVE RESIDUE ON OTHER SUBSTRATES. THESE USES CAN CAUSE FAILURE. USE MECHANICAL METHODS TO REMOVE OLD ADHESIVE RESIDUE FROM FLOOR.
CONCRETE SUBSTRATES
 NEW AND EXISTING CONCRETE SUBFLOORS SHOULD MEET THE REQUIREMENTS OF THE LATEST EDITION OF ACI 308 AND BE TESTED FOR MOISTURE. ALL FLOORS TO RECEIVE RESILIENT FLOORING AVAILABLE FROM THE AMERICAN SOCIETY FOR TESTING AND MATERIALS SHALL BE TESTED FOR MOISTURE.
 EVERY CONCRETE SUBSTRATE ON BELOW-GRADE MUST HAVE AN EFFECTIVE VAPOR BARRIER DIRECTLY UNDER THE SLAB.
 CONCRETE FLOORS SHALL BE FLAT AND SMOOTH WITHIN THE EQUIVALENT OF 3/16" (3MM) IN 10 FEET AND WITHIN THE EQUIVALENT OF 1/32" (0.8MM) IN 12 FEET.
 FLOORING SYSTEM OVERALL VALUES OF FF, SKL, OR MAY BE APPROPRIATE FOR RESILIENT FLOOR COVERINGS SHALL BE AS SPECIFIED IN THE PROJECT MANUAL UNLESS OTHERWISE NOTED.
 SMOOTH, GLOSSY RESILIENT FLOORING MAY REQUIRE A HIGHER VALUE FF THAN IS REQUIRED FOR TELEGRAPHING ISSUES.
RELATIVE HUMIDITY (RH)
 TESTS MUST BE PERFORMED FOR THE LATEST EDITION OF ASTM F 2170. AN INTERNAL RELATIVE HUMIDITY TEST SHALL BE CONDUCTED FOR AREAS UP TO 100 SF, AND ONE ADDITIONAL TEST IS REQUIRED FOR EACH ADDITIONAL 100 SF. RH LIMITS ARE BASED ON ADHESIVE USED. REFER TO ADHESIVE RECOMMENDATION SHEET FOR ADHESIVE RECOMMENDATION.
 IT IS THE FLOOR COVERING INSTALLER'S RESPONSIBILITY TO MAKE SURE THESE TESTS HAVE BEEN CONDUCTED AND THAT THE RESULTS ARE ACCEPTABLE PRIOR TO INSTALLING THE FLOOR COVERING. WHEN MOISTURE TESTS ARE CONDUCTED, IT INDICATES THE CONDITIONS ONLY AT THE TIME OF THE TEST.
 USE OF CHEMIST-MADE PATCHING AND/OR SELF-LEVELING COMPOUNDS WHICH CONTAIN PORTLAND OR HIGH ALUMINA CEMENT AND MEET OR EXCEED THE COMPRESSIVE STRENGTH OF 3000 PSI ARE ACCEPTABLE.

PRODUCT INSTALLATION & PROTECTION
GENERAL INSTRUCTIONS
 USE MANUFACTURER'S RECOMMENDED ADHESIVE FOLLOWING THE DIRECTIONS ON THE ADHESIVE LABEL.
 ENSURE THAT MOISTURE AND PH TESTS HAVE BEEN CONDUCTED AND THAT THE RESULTS DO NOT EXCEED ADHESIVE LABEL REQUIREMENTS.
 THE PERMANENT FINISH TESTS MUST BE OPERATIONAL AND SET TO A MINIMUM OF 80°F FOR A MINIMUM OF 72 HOURS PRIOR TO FLOORING INSTALLATION. AFTER THE INSTALLATION, THE ROOM'S TEMPERATURE SHOULD NOT EXCEED 91°F.
 ADHESIVE WORKING AND DRY TIMES VARY BASED ON JOB CONDITIONS, SUBSTRATE, TEMPERATURE, AND HUMIDITY. INSTALL TILES BEGINNING IN SAME DIRECTION WHEN BROWN ARE ON BACK OF TILE. ENSURE THAT ALL



1 FINISH PLAN OF RECEPTION AREA
 SCALE: 1/4" = 1'-0"

THOMAS GENERAL CONTRACTORS



VISIONARY STRUCTURES, BUILT TO LAST

Project: Meridian Ranch Reception and Locker
 Location: 10301 Angeles Rd. Total SQ. FT. 4837
 CONTRACT AMOUNT \$116,093.88
 COST PER SQ. FT. \$24.00

Description	Sq.Ft. Cost	% of Cost	Total Cost
1000 GENERAL CONDITIONS	\$4.01	16.7%	\$19,420.00
2000 SITE WORK	\$1.09	4.5%	\$5,250.00
3000 CONCRETE	\$0.00	0.0%	\$0.00
4000 MASONRY	\$0.00	0.0%	\$0.00
5000 STEEL/ METALS	\$0.00	0.0%	\$0.00
6000 WOOD AND PLASTIC	\$7.78	32.4%	\$37,630.57
7000 THERMAL, MOISTURE PROTECTION	\$0.00	0.0%	\$0.00
8000 DOORS, HARDWARE, WINDOWS & GLAZING	\$0.31	1.3%	\$1,496.63
9000 FINISHES: Drywall, Ceilings, Painting, Flooring	\$3.34	13.9%	\$16,139.00
10000 SPECIALTIES	\$0.00	0.0%	\$0.00
11000 EQUIPMENT / APPLIANCES	\$0.00	0.0%	\$0.00
12000 FURNISHINGS	\$0.00	0.0%	\$0.00
13000 SPECIAL CONSTRUCTION	\$0.00	0.0%	\$0.00
14000 CONVEYING SYSTEMS	\$0.00	0.0%	\$0.00
15000 PLUMBING SYSTEMS	\$0.05	0.2%	\$225.00
15000 HVAC Instrument and Controls	\$0.00	0.0%	\$0.00
16000 ELECTRICAL SYSTEMS	\$4.30	17.9%	\$20,790.00
	\$20.87	87.0%	\$100,951

Total before profit & overhead	\$100,951.20		
BUILDING PERMIT & PLAN CHECK	\$2,122.24		
APP'S & PERMITS	\$0.00	ALTERNATES	
BUILDERS RISK INSURANCE	\$202.00	Add	Deduct
LIABILITY INSURANCE	\$703.00	New bathroom floor tile Alt.1:	\$2,901 \$0
PERFORMANCE BOND	\$0.00	Entry Breakmetal Alt.2:	\$1,608 \$0
TWO YEAR MAINTANCE BOND	\$0.00	P-lam at cubbies vs. HDPE Alt.3:	\$0 -\$6,066
STATE EROSION CONTROL PERMIT	\$0.00	Alt.4:	\$0 \$0
CONUTY EROSION CONTROL PERMIT	\$0.00	Alt.5:	\$0 \$0
DUST PERMIT	\$0.00	Alt.6:	\$0 \$0
CONTINGENCY	\$0.00	Alt.7:	\$0 \$0
Subtotal	\$100,951.20	Alt.8:	\$0 \$0
PROFIT	\$8,076.10	Alt.9:	\$0 \$0
OVERHEAD	\$7,066.58	Alt.10:	\$0 \$0
Total Cost	\$116,093.88		\$4,509 -\$6,066

Revision Date 01/22/2009
 By: GEH

**AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
RELATED TO PREPARATION OF WATER PLANT EXPANSION PERMITTING AND
DESIGN**

This Agreement entered into this 3rd day of November 2021 by and between the MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (the "District") and JDS HYDRO CONSULTANTS, 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 David Pelsler, 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:

JDS Hyrdo Consultants, Inc.
5540 Tech Center Drive, Suite 100
Colorado Springs, CO 80919

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

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

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

The Consultant shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to: (a) notify the subcontractor and the District within three (3) days that Consultant has actual knowledge that the

subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Consultant, the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation by the Department pursuant to Section 8-17.5-102(5), C.R.S.

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

By: _____
Milton B. Gabrielski
Chairperson and President

CONSULTANT:

By: _____

EXHIBIT A

Work Authorization

(note: includes Time Schedule and Charges)

SCOPE OF SERVICES
(Exhibit A to Agreement)

for

MERIDIAN SERVICE METROPOLITAN DISTRICT

WATER TREATMENT PLANT EXPANSION – PERMITTING & DESIGN

General Scope Description

This Scope of Services outlines and details engineering services for the permitting and design of the expansion of an existing water treatment plant for the Meridian Service Metropolitan District (MSMD, the District) in Falcon, Colorado.

The District's existing water treatment plant (WTP) was constructed in the early 2000's and is comprised of a 40-foot by 60-foot, wood-framed building that contains water treatment vessels, booster pumps, a bathroom, and an office. The intent is to expand the existing facility an additional 1,200 to 1,600 square feet, bring in additional water treatment vessels, and upgrade existing booster pumps in order to meet buildout water demands.

The District has already orchestrated considerable planning efforts involving a *Master Plan* document and initial permitting of the *Site Development Plan* through El Paso County. Additional permitting efforts will involve:

- Submittal of a *Basis of Design Report* through the Colorado Department of Public Health and Environment (CDPHE, the State).
- Submittal of a building permit through the Pikes Peak Regional Building Department (PPRBD).

The permitting elements listed above are included in this scope of work and are more specifically detailed below.

Specific Scope of Services

I. Preliminary Planning of Water System Facilities

- A. Initial kick-off meeting to further determine layout and sizing.
- B. Coordinate with existing treatment package manufacturer for new vessels and equipment.
- C. Review water quality information and confirm treatment capabilities with treatment manufacturer.
- D. Coordinate all raw and potable transmission lines, sizes, and locations with MSMD's engineering team.
- E. Update existing water model based on final selections and simulate all flow scenarios to ensure adequate sizing of all elements.
- F. Generate preliminary layout and floorplan after coordination with treatment manufacturer and MSMD engineering/operations staff.

Deliverable: Preliminary drawings depicting elements related to line items above.

Engineering Fee for Task I: \$6,600

II. Generate Basis of Design Report (BDR)

JDS will prepare a Basis of Design Report (BDR) for permitting through CDPHE. The BDR will include:

- Project information
- Possible sources of contamination
- Water quality data
- Process flow diagram
- Hydraulic profile
- Capacity evaluation & design calculations
- Monitoring & sampling evaluation
- Residuals handling plan
- Preliminary plan of operation
- Impact to corrosivity
- Implementation plan & schedule
- Coordination with treatment package provider
- Opinion of probable cost
- Responses to any comments on BDR to obtain approval

Deliverable: Basis of Design report with 60% design drawings and specifications (see Task III) for submittal to CDPHE.

Engineering Fee for Task II: \$9,500

III. Generate 60% Design drawings

JDS will generate 60% (minimum) design drawings and specifications for submittal with the BDR.

Deliverable: 60% design drawings and specifications

Engineering Fee for Task III: \$8,100

IV. Final Design

A. Design of Treatment Facility & Booster Station Expansion to include:

- Complete plant layout and design (including all process piping)
- Coordination with treatment package provider on final treatment package
- Structural design
- Architectural design
- Site utilities (reclaim tank, piping, etc.)
- Pump sizing and selection

- Geotechnical subconsultant and coordination
- Subsurface Utility Engineering (SUE) subconsultant and coordination
- Electrical subconsultant and coordination
- Landscape design (in separate scope for Site Development Plan)
- Generate drawings and specifications that can be utilized for bidding the treatment facility expansion with upgraded booster pumps.
- Design of Treatment System to include:
 1. Design of liquid sodium hypochlorite disinfection/feed/chemical fill and storage, treatment systems and associated support systems.
 2. Outline all control narratives and reporting for above systems. Develop hydraulic profile of treatment. It is assumed that the hydraulic profile will depend on well-head pressure to carry flows through filtration system, chemical feed, chlorine contact and into the finished water storage tank.

Deliverable: Final Design, Plans, and Specifications

Engineering Fee for Task IV: \$99,100

V. Controls Narrative

- JDS will draft a controls narrative encompassing operation of all the above water system elements.
- JDS will work with the District's approved integrator to design overall water system controls architecture. This includes remote telemetry communications.

Deliverable: Controls Narrative

Engineering Fee for Task V: \$1,700

VI. Online Permitting: Pikes Peak Regional Building Department

A. Treatment Facility Expansion:

- Professional Engineer sealed Code Study form
- Online Electronic Plan Application (included in this scope)
- Plan Submittal per applicable department
 1. Design/Construction drawings per all applicable codes (i.e., Approved Site Development Plan, Civil, Architectural, Structural, Mechanical, Plumbing, Electrical, etc.)
 2. Soils Report
 3. IECC Envelope Certificate and COMcheck
 4. Fuel tank permit (for backup generator)
 5. Chemical Inventory Form
 6. Supplemental submittal items as determined by PPRBD (additional fees may apply)

7. Pikes Peak Regional Building Department and allowable jurisdictions comments and revisions/resubmittal process

Deliverable: Approved building permit (to be pulled by selected contractor)

Engineering Fee for Task VI: \$4,800

Exclusions

1. *Design of water distribution system infrastructure other than expansion of plant and booster pump station.*
2. *Environmental report, if required.*
3. *Third-party testing services except for geotechnical investigation.*
4. *Instrumentation and Controls (I&C). It is understood that JDS-Hydro will work with the District's integrator for SCADA.*
5. *Costs for treatment package (contract for treatment package is typically involves tiered payments under a contract between the owner and the treatment package provider)*
6. *Construction administration (bidding, award, meetings, inspections, etc.)*
7. *Permitting fees for all agencies having jurisdiction.*
8. *Site visits in addition to those proposed herein.*
9. *Any work not explicitly described herein.*

Assumptions

1. *Client to provide any available electronic CAD drawings that will assist in permitting and design.*
2. *Water treatment system design assumes that iron and manganese filtration and chemical disinfection will be required.*

EXHIBIT B

Schedule of Fees and Charges



ENGINEERING FEE SCHEDULE

(Exhibit B to Agreement)

for

MERIDIAN SERVICE METROPOLITAN DISTRICT

WATER TREATMENT PLANT EXPANSION – PERMITTING & DESIGN

Engineering Fee Schedule

The estimated fee for each task is shown below and will be invoiced monthly on a lump sum basis according to the percentage complete on each task.

Additional work requested will be performed for a negotiated additional fee or on a time & materials basis, in accordance with our hourly rate schedule (enclosed).

<u>TASK DESCRIPTION</u>	<u>FEE</u>
I. PRELIMINARY PLANNING OF WATER SYSTEM FACILITIES	\$6,600
II. GENERATE BASIS OF DESIGN REPORT	\$9,500
III. GENERATE 60% DESIGN DRAWINGS	\$8,100
IV. FINAL DESIGN	\$99,100
V. CONTROLS NARRATIVE	\$1,700
VI. ONLINE PERMITTING (PPRBD)	\$4,800
TOTAL FEE	\$129,800



2021 STANDARD BILLING RATES

JDS-Hydro Consultants, Inc.

Category	Rate (\$/hour)
Principal Engineer	\$185.00
Senior Project Manager	\$165.00
Project Manager	\$155.00
Senior Project Engineer	\$145.00
Project Engineer	\$135.00
Senior Design Technician	\$125.00
Staff Engineer III	\$115.00
Staff Engineer II	\$110.00
Staff Engineer I	\$105.00
Engineering Technician III	\$95.00
Engineering Technician II	\$90.00
Engineering Technician I	\$85.00
Senior Engineer Construction Management	\$120.00
Project Engineer Construction Management	\$110.00
Staff Engineer Construction Management	\$100.00
Senior Engineer Construction Observation	\$115.00
Project Engineer Construction Observation	\$105.00
Staff Engineer Construction Observation	\$95.00
Administrative/Clerical	\$75.00
Mileage	\$0.575/mile
Direct Costs (added to external sources only)	Cost + 5%

**AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
RELATED TO FILTER PLANT EXPANSION PIPELINE – BIDDING &
CONSTRUCTION ADMINISTRATION**

This Agreement entered into this 3rd day of November 2021 by and between the MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (the "District") and JDS HYDRO CONSULTANTS, 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 David Pelsler, 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:

JDS Hyrdo Consultants, Inc.
5540 Tech Center Drive, Suite 100
Colorado Springs, CO 80919

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

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

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

The Consultant shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Consultant shall be required to: (a) notify the subcontractor and the District within three (3) days that Consultant has actual knowledge that the

subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving notice from Consultant, the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation by the Department pursuant to Section 8-17.5-102(5), C.R.S.

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

By: _____
Milton B. Gabrielski
Chairperson and President

CONSULTANT:

By: _____

EXHIBIT A

Work Authorization

(note: includes Time Schedule and Charges)

**SCOPE OF SERVICES
(Exhibit A to Agreement)**

for

**MERIDIAN SERVICE METROPOLITAN DISTRICT
FILTER PLANT EXPANSION PIPELINE – BIDDING & CONSTRUCTION ADMINISTRATION**

I. INTRODUCTION

The Client, Meridian Service Metropolitan District (MSMD, The District), has generated design drawings for a potable water pipeline to transmit water produced from the existing filter plant to the ground storage tank farm. This scope is to produce contract documents, specifications, bidding services, construction administration and observation.

II. SCOPE OF SERVICES

JDS will provide contract documents and construction administration services for Filter Plant Expansion Pipeline per the following:

TASK 1: CONTRACT DOCUMENTS AND BIDDING SERVICES

1. Provide complete contract documents and technical specification in CSI format for bidding purposes and incorporate MSMD design drawings.
2. Prepare, copy, and distribute documents to bidders.
3. Post bidding documents to online bidding services.
4. Correspond with appropriate Contractors with abilities to perform the specified requested services.
5. Prepare addenda and answer questions during bidding, as necessary.
6. Provide Client a draft pre-bid agenda.
7. Attend and document pre-bid conference for submission in addendum.
8. Attend bid opening and tabulate results.
9. Check references and calculations of apparent low bidder.
10. Provide Client recommendation of contract Award.
11. Assist the Client in the preparation of a Notice of Award, Agreement, and review of Contractor Insurance documents.

TASK 2: CONSTRUCTION SERVICES

1. Process contract documentation, including the Agreement and Notice to Proceed
2. Prepare agenda and conduct a pre-construction meeting
3. Review/Approve shop drawing submittals
4. Assist contractor in acquiring proper documentation and permits
5. Prepare agenda and attend weekly meetings

6. Provide minutes for each weekly meeting
7. Miscellaneous remote construction coordination (from JDS office) with the Client, General Contractor, Subcontractors, Suppliers, and Manufacturers. This work is in addition to time allocated for shop drawing review, additional site visits, meeting minutes, and other items specifically listed in this Scope. **An average of 8 hours/week for 8 weeks** is included in this Scope. Hours in addition to this would be as requested by the District on an hourly basis.
8. Make site visits throughout construction in addition to those made during the weekly meetings to record construction progress, provide observation documentation, conduct inspections, witness testing, and coordinate with Contractors on specific requests. As needed, meeting minutes will be created and distributed to the Contractor and Client as a means of tracking outstanding technical and administrative issues and documenting decisions. This Scope assumes the following frequency for site visits, **an average of 2 hours/week for 8 weeks**. Site visits in addition to this will be at the District's request and billed on an hourly basis.
9. Review draft pay estimates and comment to Owner/Engineer on related progress.
10. Review and initiate change order and work directive requests.
11. Prepare punch-lists at Substantial and Final Completion milestones
12. Process substantial and final completion documentation, including a letter of final acceptance
13. Obtain lien waivers from the contractor
14. Prepare the advertisement of final payment, which will be published for a 2-week period in the legal section of the local paper
15. Coordinate and assist in preparation of As-Built Drawings and Construction Folders.

III. EXCLUSIONS

1. Surveying
2. Permitting
3. Subsurface Utility Engineering report
4. Construction Soils and/or materials testing (provide billing review, direct billed to Owner)
5. Other services or design not listed in the Basic Scope of Services or significant changes in the project limits.

EXHIBIT B

Schedule of Fees and Charges

**ENGINEERING FEE SCHEDULE
(Exhibit B to Agreement)**

for

MERIDIAN SERVICE METROPOLITAN DISTRICT

FILTER PLANT EXPANSION PIPELINE – BIDDING & CONSTRUCTION ADMINISTRATION

ENGINEERING FEE SCHEDULE

Task	Fee
TASK 1 – CONTRACT DOCUMENTS AND BIDDING SERVICES	\$5,872
TASK 2 – CONSTRUCTION SERVICES	\$21,225
TOTAL FEE	\$27,097

Task 1 will be invoiced monthly on a Lump Sum basis according to the percentage complete on each task.

Task 2 shall be invoiced monthly on a “Time & Materials” basis, Not to Exceed (NTE) **\$27,097**.

Additional work requested will be performed for a negotiated additional fee or on a time & materials basis, in accordance with our hourly rate schedule (enclosed).

2021 STANDARD BILLING RATES

JDS-Hydro Consultants, Inc.

Category	Rate (\$/hour)
Principal Engineer	\$185.00
Senior Project Manager	\$165.00
Project Manager	\$155.00
Senior Project Engineer	\$145.00
Project Engineer	\$135.00
Senior Design Technician	\$125.00
Staff Engineer III	\$115.00
Staff Engineer II	\$110.00
Staff Engineer I	\$105.00
Engineering Technician III	\$95.00
Engineering Technician II	\$90.00
Engineering Technician I	\$85.00
Senior Engineer Construction Management	\$120.00
Project Engineer Construction Management	\$110.00
Staff Engineer Construction Management	\$100.00
Senior Engineer Construction Observation	\$115.00
Project Engineer Construction Observation	\$105.00
Staff Engineer Construction Observation	\$95.00
Administrative/Clerical	\$75.00
Mileage	\$0.575/mile
Direct Costs (added to external sources only)	Cost + 5%