

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

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
Butch Gabrielski	President	May 2023
Wayne Reorda	Secretary/Treasurer	May 2025
Bill Gessner	Asst. Secretary/Treasurer	May 2023
Mike Fenton	Asst. Secretary/Treasurer	May 2023
Tom Sauer	Asst. Secretary/Treasurer	May 2025

**DATE:** Wednesday, May 3, 2023

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

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

**The Public may participate in person or by following this link [Click here to join the meeting](#) or by telephone by calling +1 872-242-8662 and using Phone Conference ID: 792080854#**

**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 April 5, 2023, Regular Board Meeting (enclosure) ***Pages 3-5***

**II. FINANCIAL ITEMS:**

- A. Colotrust Presentation on Investment Strategies
- B. Review and Accept Cash Position Summary and Unaudited Financial Statements (enclosure and/or distributed under separate cover) ***Pages 6-18***
- C. Review Tap Fee Report for Information Only (enclosure and/or distributed under separate cover) ***Pages 19 & 20***
- D. Receive Finance Committee Report ***Page 21***
- E. Review, Ratify and Approve Monthly Payment of Claims (enclosure and/or distributed under separate cover) ***Pages 22 & 23***

**III. OPERATIONS & ENGINEERING ITEMS:**

- A. Information Items (No Action)
  1. MSMD Operations Reports – Water, Sewer, Parks and Grounds, Recreation (enclosure and/or handout) ***Pages 24-26***
  2. Manager's Verbal Report
- B. Action Items
  1. Ratify Contract with Art C. Klein Construction, Inc. for Bathroom Remodel \$251,144. ***Pages 27-28***
  2. Consider and Approve Contract for Personal Training Services provided by Pretty Fitty Zone, LLC ***Pages 29-35***

**IV. DIRECTOR ITEMS:**

**V. LEGAL ITEMS:**

**VI. ADJOURNMENT:**

**The next regular meeting of the Boards is scheduled for Wednesday, June 7, 2023, at 10:30 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.**

# RECORD OF PROCEEDINGS

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

**Held:** April 5, 2023, 10:30 a.m., or as soon thereafter as possible upon adjournment of the MRMD meeting at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831

**Attendance:** The following Directors were in attendance:

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

Also present were:

Jim Nikkel; Meridian Service Metro District  
Jennette Coe; Meridian Service Metro District  
Beth Aldrich; Meridian Service Metro District  
Braden McCrory; Meridian Service Metro District  
Ryan Kozlowski; Meridian Service Metro District  
Aleks Myszkowski; Meridian Service Metro District  
Raul Guzman; Tech Builders  
Ron Fano; Spencer Fane  
Tom Kerby; Tech Builders

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

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

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

**Visitor Comments** There were none.

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

# RECORD OF PROCEEDINGS

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## Financial Items

Cash Position Summary and Financial Statements: Ms. Coe reviewed the cash position summary and monthly financial reports for February 2023. A motion was made and seconded to accept the cash position summary and financial statements as presented. The motion was approved by unanimous vote of Directors present.

Review 2022 Tap Fee Report: Ms. Coe reviewed the March 2023 Tap Fee Report with the Board for information only.

Receive Finance Committee Report: Ms. Coe noted the Finance Committee met on March 21, 2023, and gave a summary of the Finance Committee Report on page 22 of the packet. The March Interim payments were reviewed and signed by Director Gabrielski and Director Reorda (in Director Sauer's absence).

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

Interim: Payments for ratification totaling \$208,462.07

MSMD: Payments totaling \$177,823.22

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

## Operations & Engineering Items

### Information Items:

#### MSMD Operations Reports:

- Mr. McCrory presented the water, sewer, parks and grounds, and drainage operation reports, which included information from pages 25 and 26 of the Board Packet. Mr. McCrory also noted:
  - The effluent meter at the Treatment Plant has been replaced.
  - The heaters in the Lift Station were repaired.
  - Several irrigation pumps were replaced.
  - Fifty trees will be planted throughout the neighborhood in the next month, working from north to south.
  - It has been challenging to get the parts to update the hydrant meters in Latigo Trails, but staff is working on it.
- Mr. Kozlowski presented the Recreation Center report to the Board, which included information from page 27 of the Board Packet. He also noted that his team is still working with Art C. Kline on obtaining an estimate for the locker room remodel and is also repairing the drywall in the weight room, and adding rubber mats on the back walls of the weight room to protect from damage due to dropped weights.
  - After Mr. Kozlowski presented the cost analysis on the financial impact of opening the Recreation Center at 5:00 a.m., the Board recommended a ninety-day trial beginning on June 1, 2023.

# RECORD OF PROCEEDINGS

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

- The design for phase two of the Sanitary Sewer By-pass Project is 90% complete. Ideally this will go out for public bid in June or July 2023.
- Mr. Nikkel asked the board of directors that, given the volatile market, would they be interested in having COLOTRUST give a presentation at the next board meeting to explain investment options. After a brief discussion, the Board agreed they would.

Action Items:

1. Consider and approve professional Service Agreement with LKA Partners for Field House Study \$23,900.00: Mr. Nikkel and Mr. Kozlowski recommend moving forward with LKA Partners Inc. on the Field House Study project. A motion was made and seconded to approve the service agreement with LKA Partners Inc. The motion was approved by unanimous vote of Directors present.

**Director Items**

There were none.

**Legal Items**

There were none.

**Adjournment**

There being no further business to come before the Board, the President adjourned the meeting at 11:17a.m.

The next regular meeting of the Board is scheduled for May 3, 2023 at 10:30 a.m. or as soon thereafter as possible upon adjournment of the MRMD meeting, at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

Respectfully submitted,

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Secretary for the Meeting

**MERIDIAN SERVICE METROPOLITAN DISTRICT**  
**CASH POSITION SUMMARY**  
For the Period Ended March 31, 2023  
Adjusted as of April 27, 2023

	CHECKING Wells Fargo	PETTY CASH	Operating COLOTRUST
<b>Account Activity Item Description</b>			
<b>Cash balance at end of period</b>	<b>\$ 1,097,184</b>	<b>\$ 386</b>	<b>\$ 1,576,254</b>
<b>April activity:</b>			
Utility billing from residents	644,671	-	-
Recreation Center Program Fees	17,086	-	-
Tap fees and meter fees (In)	457,755	-	-
Tap fees transferred to MRMD (Out)	(203,000)	-	-
AT&T, FFD and other reimbursements	14,421	-	-
Payroll	(202,412)	-	-
Transfers between Bank Accounts	(125,000)	-	-
Transfer from MRMD - IGA	42,875	-	-
Transfer to Zions for BoSJ Loan Fund	(223,969)	-	-
April checks and payments			
Operations incl. interim payments	(624,934)	-	-
Interest, fees and returned checks	(50)	-	-
<b>Sub-total</b>	<b>894,626</b>	<b>386</b>	<b>1,576,254</b>
May 3rd payment Estimate	(200,000)	-	-
<b>Adjusted balance</b>	<b>\$ 694,626</b>	<b>\$ 386</b>	<b>\$ 1,576,254</b>
Less restricted funds as of April 30, 2023:			
Conservation Trust Funds	-	-	-
5% Reserve Fund	-	-	(74,567)
Capital Project Funds	-	-	(40,808)
Rate Stabilization Fund	-	-	(26,352)
Capital CWF Debt Reserves	-	-	-
Water Loan Reserves	-	-	-
<b>Adjusted Unrestricted Balance</b>	<b>\$ 694,626</b>	<b>\$ 386</b>	<b>\$ 1,434,526</b>
<b>Unrestricted Cash Balance</b>	<b>\$2,129,538</b>		

**MERIDIAN SERVICE METROPOLITAN DISTRICT**  
**CASH POSITION RECONCILED TO GENERAL LEDGER**  
**CASH POSITION SUMMARY**  
**For the Period Ended March 31, 2023**  
**Adjusted as of April 27, 2023**

Account Activity Item Description	Wells Fargo Operating Checking	Petty Cash	COLOTRUST INVESTMENTS							Bank of San Juan Loan Funds	Zions Bank Loan & Reserve Fund	TOTAL ALL ACCOUNTS
			Operating Funds	Conservation Trust Funds	5% Reserve	Capital Project Funds	Rate Stabilization Funds	CVF Reserves	Water Loan Reserves			
<b>Cash balance at end of period</b>	<b>1,097,184</b>	<b>386</b>	<b>1,576,254</b>	<b>18,571</b>	<b>2,352,038</b>	<b>12,694,309</b>	<b>639,861</b>	<b>1,423,495</b>	<b>125,517</b>	<b>125,035</b>	<b>149,889</b>	<b>20,202,540</b>
<b>April activity:</b>												
Utility billing from residents	644,671	-	-	-	-	-	-	-	-	-	-	644,671
Recreation Center Program Fees	17,086	-	-	-	-	-	-	-	-	-	-	17,086
Tap fees and meter fees (In)	457,755	-	-	-	-	-	-	-	-	-	-	457,755
Tap fees transferred to MRMD (Out)	(203,000)	-	-	-	-	-	-	-	-	-	-	(203,000)
AT&T, FFD and other reimbursements	14,421	-	-	-	-	-	-	-	-	-	-	14,421
Payroll	(202,412)	-	-	-	-	-	-	-	-	-	-	(202,412)
Transfers between Bank Accounts	(125,000)	-	-	-	-	-	-	-	125,000	-	-	-
Transfer from MRMD - IGA	42,875	-	-	-	-	145,603	-	-	-	-	-	188,478
Transfer to Zions for BoSJ Loan Fund	(223,969)	-	-	-	-	-	-	-	-	-	223,969	-
April checks and payments												
Operations incl. interim payments	(624,934)	-	-	-	-	-	-	-	-	-	-	(624,934)
Interest, fees and returned checks	(50)	-	-	-	-	-	-	-	-	-	-	(50)
<b>Sub-total</b>	<b>894,626</b>	<b>386</b>	<b>1,576,254</b>	<b>18,571</b>	<b>2,352,038</b>	<b>12,839,912</b>	<b>639,861</b>	<b>1,423,495</b>	<b>250,517</b>	<b>125,035</b>	<b>373,859</b>	<b>20,494,554</b>
May 3rd payment Estimate	(200,000)	-	-	-	-	-	-	-	-	-	-	(200,000)
<b>Adjusted balance</b>	<b>694,626</b>	<b>386</b>	<b>1,576,254</b>	<b>18,571</b>	<b>2,352,038</b>	<b>12,839,912</b>	<b>639,861</b>	<b>1,423,495</b>	<b>250,517</b>	<b>125,035</b>	<b>373,859</b>	<b>20,294,554</b>
<b>Less restricted funds as of April 30, 2023:</b>												
Conservation Trust Funds	-	-	-	(18,571)	-	-	-	-	-	-	-	(18,571)
5% Reserve Fund	-	-	(74,567)	-	(2,352,038)	-	-	-	-	-	-	(2,426,606)
Capital Project Funds	-	-	(40,808)	-	-	(12,839,912)	-	-	-	-	-	(12,880,720)
Rate Stabilization Fund	-	-	(26,352)	-	-	-	(639,861)	-	-	-	-	(666,213)
Capital CVF Debt Reserves	-	-	-	-	-	-	-	(1,423,495)	-	(125,035)	(373,859)	(1,922,389)
Water Loan Reserves	-	-	-	-	-	-	-	-	(250,517)	-	-	(250,517)
<b>Unrestricted cash balance</b>	<b>\$ 694,626</b>	<b>\$ 386</b>	<b>\$ 1,434,526</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,129,538</b>

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 Three Months Ended March 31, 2023

	Month of Mar 2023	YTD Actual	Adopted 2023 Budget	Variance Over	% of Budget (25.0% YTD)
				(Under) Budget	
<b>REVENUES</b>					
General Revenue - Fund 10	\$175,000	\$179,659	\$368,650	(\$188,991)	48.7%
Parks/Grounds Revenue - Fund 15	123,267	374,223	1,462,350	(1,088,127)	25.6%
Rec Center Revenue - Fund 16	217,664	645,811	2,523,280	(1,877,469)	25.6%
Water Revenue - Fund 40	246,819	769,537	3,748,980	(2,979,443)	20.5%
Sewer Revenue - Fund 50	195,285	589,954	2,236,440	(1,646,486)	26.4%
Clean Water Surcharge	38,777	118,130	483,720	(365,590)	24.4%
Billing Fees	6,010	20,657	72,000	(51,343)	28.7%
Grant Revenue	18,449	18,449	58,000	(39,551)	31.8%
Development Inspection Fees	42,875	42,875	32,700	10,175	131.1%
Interest Income	63,514	160,722	-	160,722	-
Miscellaneous Income	11,865	13,304	150	13,154	8,869.4%
Debt Forgiveness	-	-	880,000	(880,000)	-
<b>TOTAL REVENUES</b>	<b>1,139,525</b>	<b>2,933,322</b>	<b>11,866,270</b>	<b>(8,932,948)</b>	<b>24.7%</b>
<b>EXPENSES</b>					
<b>Fund &amp; General Expenses</b>					
General & Admin. Expense	64,265	150,349	780,370	(630,021)	19.3%
Personnel Expenses	200,207	549,102	2,557,010	(2,007,908)	21.5%
Parks/Grounds Expense - Fund 15	21,480	45,539	709,000	(663,461)	6.4%
MRRC Expense - Fund 16	33,947	129,685	426,000	(296,315)	30.4%
Water Expense - Fund 40	31,794	86,949	851,250	(764,302)	10.2%
Sewer Expense - Fund 50	155,467	229,735	1,797,050	(1,567,315)	12.8%
General Operating Expenses	87,445	198,089	1,277,981	(1,079,892)	15.5%
<b>TOTAL Fund &amp; General Expenses</b>	<b>594,604</b>	<b>1,389,448</b>	<b>8,398,661</b>	<b>(7,009,213)</b>	<b>16.5%</b>
<b>Capital Expenses</b>					
Capital Expense - Other	-	-	200,000	(200,000)	-
Capital Expense P&G Fund 15	10,719	314,817	364,722	(49,905)	86.3%
Capital Expense MRRC Fund 16	3,000	3,000	1,900,000	(1,897,000)	0.2%
Capital Expense Water Fund 40	101,020	277,112	9,040,000	(8,762,888)	3.1%
Capital Expense Sewer Fund 50	6,205	63,648	1,502,000	(1,438,352)	4.2%
Capital Interest Expense	-	-	94,800	(94,800)	-
<b>TOTAL Capital Expenses</b>	<b>120,944</b>	<b>658,577</b>	<b>13,101,522</b>	<b>(12,442,945)</b>	<b>5.0%</b>
<b>TOTAL EXPENSES</b>	<b>715,548</b>	<b>2,048,025</b>	<b>21,500,183</b>	<b>(19,452,158)</b>	<b>9.5%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>423,976</b>	<b>885,296</b>	<b>(9,633,913)</b>	<b>10,519,209</b>	
<b>Other Financing Sources (Uses)</b>					
Tap Fees Received	177,000	359,500	2,150,000	(1,790,500)	16.7%
Tap Fees Transferred to MRMD	(72,500)	(143,500)	(1,000,000)	856,500	14.4%
Transfer from (to) MRMD	4,500,000	4,500,000	4,500,000	-	100.0%
IGA Revenue 2018 Subdistrict	-	-	1,900,000	(1,900,000)	-
Gain/Loss on Asset Disposal	-	(552)	-	(552)	-
Contributions to Other Gov'ts	-	-	709,992	(709,992)	-
Developer Advances	-	-	(1,760,000)	1,760,000	-
Transfer from (to) Other Funds	(95,850)	(287,350)	(1,150,000)	862,650	25.0%
Emergency Reserve (5%)	25,000	75,000	300,000	(225,000)	25.0%
Water Loan Reserve	62,500	187,500	750,000	(562,500)	25.0%
Rate Stabilization Reserve	8,350	24,850	100,000	(75,150)	24.9%
<b>TOTAL Other Financing Sources (Uses)</b>	<b>4,604,500</b>	<b>4,715,448</b>	<b>6,499,992</b>	<b>(1,784,544)</b>	<b>72.5%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$5,028,476</b>	<b>\$5,600,744</b>	<b>(\$3,133,921)</b>	<b>\$8,734,665</b>	
<b>BEGINNING FUND BALANCE**</b>		13,654,763			
<b>ENDING FUND BALANCE</b>		<u>\$19,255,507</u>			
Operating Fund Balance		1,762,827			
Capital Project Fund Balance		14,240,565			
Emergency Reserve Fund Balance 5%		2,404,765			
Water Loan Reserves		187,500			
Rate Stabilization Fund Balance		659,850			
<b>Total Fund Balance</b>		<u>\$19,255,507</u>			



**Statement of Revenues, Expenses and Change in Fund Balance**  
**Budget vs. Actual - Accrual Basis**  
**General Fund**  
**For the One Month and Three Months Ended March 31, 2023**  
**Unaudited**

	Month of Mar 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (25.0% YTD)
<b>REVENUES</b>					
IGA - Meridian Ranch	\$175,000	\$175,000	\$350,000	(\$175,000)	50.0%
AT&T Lease	-	4,659	18,650	(13,991)	25.0%
Interest Income	17,990	48,787	-	48,787	-
Miscellaneous Income	451	451	150	301	300.6%
<b>TOTAL REVENUES</b>	<b>193,441</b>	<b>228,896</b>	<b>368,800</b>	<b>(139,904)</b>	<b>62.1%</b>
<b>EXPENSES</b>					
Accounting	-	-	1,000	(1,000)	-
Audit	-	-	24,000	(24,000)	-
Payroll & HR Services	4,772	12,014	63,720	(51,706)	18.9%
Election Expense	-	-	6,000	(6,000)	-
Engineering/Consulting	133	535	2,000	(1,465)	26.8%
Legal	3,915	7,618	80,000	(72,382)	9.5%
Personnel Expenses	2,172	5,701	33,400	(27,699)	17.1%
Copier - Contract Expenses	-	294	1,000	(706)	29.4%
IT/Computer/Software	-	3,633	10,000	(6,367)	36.3%
Rent - Shared	4,145	12,435	50,200	(37,765)	24.8%
Telephone & Internet	847	2,774	12,120	(9,346)	22.9%
Utilities	272	626	3,780	(3,154)	16.6%
Repairs & Maint - Office	544	1,084	5,400	(4,316)	20.1%
Supplies	1,637	1,752	5,500	(3,748)	31.8%
Licenses,Certs & Memberships	164	779	3,500	(2,721)	22.2%
Insurance	439	1,319	5,400	(4,081)	24.4%
Public Information	-	-	500	(500)	-
Meals & Entertainment	50	201	8,000	(7,799)	2.5%
Miscellaneous Expense	(5)	-	1,000	(1,000)	-
2018 Subdistrict Expense - IGA	30,000	30,000	30,000	-	100.0%
Vehicle, Equipment & Travel	1,302	1,680	6,700	(5,020)	25.1%
TABOR Emergency Reserve 3%	-	-	11,060	(11,060)	-
<b>TOTAL EXPENSES</b>	<b>50,387</b>	<b>82,444</b>	<b>364,280</b>	<b>(281,836)</b>	<b>22.6%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$143,053</b>	<b>\$146,452</b>	<b>\$4,520</b>	<b>\$141,932</b>	
BEGINNING FUND BALANCE**		117,064			
ENDING FUND BALANCE		<u>\$263,516</u>			

**Statement of Revenues, Expenses and Change in Fund Balance**  
**Budget vs. Actual - Accrual Basis**  
**Parks & Grounds Fund**  
**For the One Month and Three Months Ended March 31, 2023**  
**Unaudited**

	Month of Mar 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (25.0% YTD)
<b>REVENUES</b>					
Parks & Grounds Fees	\$103,520	\$314,030	\$1,224,640	(\$910,610)	25.6%
Street Lighting Fees	19,747	60,192	237,710	(177,518)	25.3%
Billing Fees	1,503	5,360	18,000	(12,640)	29.8%
Grant Revenue	18,449	18,449	58,000	(39,551)	31.8%
Interest Income	6	122	-	122	-
Miscellaneous Income	1,614	3,053	-	3,053	-
<b>TOTAL REVENUES</b>	<b>144,838</b>	<b>401,207</b>	<b>1,538,350</b>	<b>(1,137,144)</b>	<b>26.1%</b>
<b>EXPENSES</b>					
<b>General &amp; Admin. Expense</b>					
Accounting	-	-	1,000	(1,000)	-
Customer Billing Services	-	2,279	26,400	(24,121)	8.6%
Engineering/Consulting	509	2,044	7,700	(5,656)	26.5%
Legal	-	-	2,500	(2,500)	-
Personnel Expenses	15,418	43,508	257,880	(214,372)	16.9%
General Operations - Admin	878	2,713	20,600	(17,887)	13.2%
<b>TOTAL General &amp; Admin. Expense</b>	<b>16,804</b>	<b>50,544</b>	<b>316,080</b>	<b>(265,536)</b>	<b>16.0%</b>
<b>Operating Expense</b>					
Landscape Repair & Maint.	17,494	38,884	646,500	(607,616)	6.0%
Hardscape Repair & Maint.	-	565	26,000	(25,435)	2.2%
Park Maint.	3,175	5,279	26,500	(21,221)	19.9%
Pond Maint.	811	811	10,000	(9,189)	8.1%
Utilities	15,611	31,461	201,300	(169,839)	15.6%
Insurance	1,678	5,187	18,100	(12,913)	28.7%
Vandalism Cost of Repairs	-	-	1,000	(1,000)	-
Vehicle, Equipment & Travel	1,402	4,185	18,500	(14,315)	22.6%
<b>TOTAL Operating Expense</b>	<b>40,171</b>	<b>86,372</b>	<b>947,900</b>	<b>(861,528)</b>	<b>9.1%</b>
<b>TOTAL EXPENSES</b>	<b>56,976</b>	<b>136,915</b>	<b>1,263,980</b>	<b>(1,127,065)</b>	<b>10.8%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>87,863</b>	<b>264,291</b>	<b>274,370</b>	<b>(10,079)</b>	
<b>Other Financing Sources (Uses)</b>					
Transfer from (to) Capital	(10,719)	(307,095)	(327,000)	19,905	93.9%
<b>TOTAL Other Financing Sources (Uses)</b>	<b>(10,719)</b>	<b>(307,095)</b>	<b>(327,000)</b>	<b>19,905</b>	<b>93.9%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$77,144</b>	<b>(\$42,804)</b>	<b>(\$52,630)</b>	<b>\$9,826</b>	
<b>BEGINNING FUND BALANCE**</b>		263,213			
<b>ENDING FUND BALANCE</b>		<u><u>\$220,409</u></u>			
Operating Fund Balance		65,405			
Emergency Reserve Fund Balance 5%		145,004			
Rate Stabilization Fund Balance		<u>10,000</u>			
<b>Total Fund Balance</b>		<b>\$220,409</b>			

\*\*Per Budget

Management Purposes Only

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Statement of Revenues, Expenses and Change in Fund Balance  
Budget vs. Actual - Accrual Basis  
Recreation Center Fund  
For the One Month and Three Months Ended March 31, 2023  
Unaudited

	Month of Mar 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (25.0% YTD)
<b>REVENUES</b>					
Recreation Center Service Fees	\$200,527	\$599,863	\$2,387,780	(\$1,787,917)	25.1%
Fee Based Programming	16,544	44,360	119,000	(74,640)	37.3%
MRRC Concession Sales	163	375	1,500	(1,125)	25.0%
Falcon Freedom Days Revenue	-	-	11,000	(11,000)	-
Billing Fees	1,503	5,296	18,000	(12,704)	29.4%
Advertising Fees	430	1,213	4,000	(2,787)	30.3%
Miscellaneous Income	2,836	2,836	-	2,836	-
<b>TOTAL REVENUES</b>	<b>222,002</b>	<b>653,943</b>	<b>2,541,280</b>	<b>(1,887,337)</b>	<b>25.7%</b>
<b>EXPENSES</b>					
<b>General &amp; Admin. Expense</b>					
Accounting	-	-	1,000	(1,000)	-
Customer Billing Services	-	3,749	37,800	(34,051)	9.9%
Engineering/Consulting	836	3,361	10,000	(6,639)	33.6%
Legal	-	-	1,000	(1,000)	-
Personnel Expenses	103,596	276,808	1,265,730	(988,922)	21.9%
General Operations - Admin	4,897	13,015	59,000	(45,985)	22.1%
<b>TOTAL General &amp; Admin. Expense</b>	<b>109,330</b>	<b>296,933</b>	<b>1,374,530</b>	<b>(1,077,597)</b>	<b>21.6%</b>
<b>Operating Expense</b>					
Programming Supplies	3,063	20,518	72,000	(51,482)	28.5%
Building Maint.	13,475	65,315	157,000	(91,685)	41.6%
Grounds Maint.	173	425	2,000	(1,575)	21.2%
Pool Maint.	4,862	18,800	76,000	(57,200)	24.7%
MRRC Security	-	950	14,000	(13,050)	6.8%
Exercise Equip. & Furn.-Replace	205	11,398	55,000	(43,602)	20.7%
MR Community Events	1,668	1,779	15,000	(13,221)	11.9%
Falcon Freedom Days Expenses	10,500	10,500	35,000	(24,500)	30.0%
Utilities	19,074	42,868	232,416	(189,548)	18.4%
Insurance	2,759	8,273	31,725	(23,452)	26.1%
Vehicle, Equipment & Travel	173	164	6,500	(6,336)	2.5%
<b>TOTAL Operating Expense</b>	<b>55,954</b>	<b>180,990</b>	<b>696,641</b>	<b>(515,651)</b>	<b>26.0%</b>
<b>TOTAL EXPENSES</b>	<b>165,283</b>	<b>477,923</b>	<b>2,071,171</b>	<b>(1,593,248)</b>	<b>23.1%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>56,719</b>	<b>176,020</b>	<b>470,109</b>	<b>(294,089)</b>	
<b>Other Financing Sources (Uses)</b>					
<b>Transfer from (to) Other Funds</b>					
Transfer from (to) Capital	(3,000)	(203,000)	(200,000)	(3,000)	101.5%
Transfer from (to) Emer Reserve	(25,000)	(75,000)	(300,000)	225,000	25.0%
Transfer from (to) Rate Stabil	(8,350)	(24,850)	(100,000)	75,150	24.9%
<b>TOTAL Transfer from (to) Other Funds</b>	<b>(36,350)</b>	<b>(302,850)</b>	<b>(600,000)</b>	<b>297,150</b>	<b>50.5%</b>
<b>Reserves</b>					
Emergency Reserve (5%)	25,000	75,000	300,000	(225,000)	25.0%
Rate Stabilization Reserve	8,350	24,850	100,000	(75,150)	24.9%
<b>TOTAL Reserves</b>	<b>33,350</b>	<b>99,850</b>	<b>400,000</b>	<b>(300,150)</b>	<b>25.0%</b>
<b>TOTAL Other Financing Sources (Uses)</b>	<b>(3,000)</b>	<b>(203,000)</b>	<b>(200,000)</b>	<b>(3,000)</b>	<b>101.5%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$53,719</b>	<b>(\$26,980)</b>	<b>\$270,109</b>	<b>(\$297,089)</b>	
<b>BEGINNING FUND BALANCE**</b>		336,668			
<b>ENDING FUND BALANCE</b>		<u><u>\$309,688</u></u>			
Operating Fund Balance		40,259			
Emergency Reserve Fund Balance 5%		234,579			
Rate Stabilization Fund Balance		34,850			
<b>Total Fund Balance</b>		<u><u>\$309,688</u></u>			

Statement of Revenues, Expenses and Change in Fund Balance  
Budget vs. Actual - Accrual Basis  
Capital Fund  
For the One Month and Three Months Ended March 31, 2023  
Unaudited

	Month of Mar 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (25.0% YTD)
<b>REVENUES</b>					
Clean Water Surcharge	\$38,777	\$118,130	\$483,720	(\$365,590)	24.4%
Interest Income	45,001	111,297	-	111,297	-
<b>TOTAL REVENUES</b>	<b>83,778</b>	<b>229,427</b>	<b>483,720</b>	<b>(254,293)</b>	<b>47.4%</b>
<b>EXPENSES</b>					
Bank Charges	-	2,500	-	2,500	-
Capital Expense - Other					
District Office Yard & Shop	-	-	200,000	(200,000)	-
<b>TOTAL Capital Expense - Other</b>	<b>-</b>	<b>-</b>	<b>200,000</b>	<b>(200,000)</b>	<b>-</b>
Capital Expense P&G Fund 15					
3rd Const & Acq-Winding Walk	-	257,722	287,722	(30,000)	89.6%
Vehicle & Equipment - Fund 15	10,719	57,095	77,000	(19,905)	74.1%
<b>TOTAL Capital Expense P&amp;G Fund 15</b>	<b>10,719</b>	<b>314,817</b>	<b>364,722</b>	<b>(49,905)</b>	<b>86.3%</b>
Capital Expense MRRC Fund 16					
MRRC Expansion	-	-	200,000	(200,000)	-
MRRC #2 Rainbow Bridge Dr.	-	-	1,500,000	(1,500,000)	-
Locker Replacement	-	-	200,000	(200,000)	-
Vehicle & Equipment - Fund 16	3,000	3,000	-	3,000	-
<b>TOTAL Capital Expense MRRC Fund 16</b>	<b>3,000</b>	<b>3,000</b>	<b>1,900,000</b>	<b>(1,897,000)</b>	<b>0.2%</b>
Capital Expense Water Fund 40					
Well Site Upgrades	-	-	360,000	(360,000)	-
Expand Filter Plant & Bldg	9,483	22,685	3,353,000	(3,330,315)	0.7%
Purch/Paint WHMD 2.0 MG Water Tank	76,140	152,506	-	152,506	-
Water Rights	14,903	60,242	500,000	(439,758)	12.0%
Wells at Latigo Trails #2 & #3	495	1,770	2,750,000	(2,748,231)	0.1%
Transmission Line FP to Tanks	-	878	-	878	-
Latigo Transmission Line	-	-	2,000,000	(2,000,000)	-
Vehicle & Equipment - Fund 40	-	39,033	77,000	(37,967)	50.7%
<b>TOTAL Capital Expense Water Fund 40</b>	<b>101,020</b>	<b>277,112</b>	<b>9,040,000</b>	<b>(8,762,888)</b>	<b>3.1%</b>
Capital Expense Sewer Fund 50					
WH Sewer Bypass Phase 2 & 3	6,205	24,615	1,300,000	(1,275,385)	1.9%
Mid-Point Injection Station	-	-	20,000	(20,000)	-
2023 Lift Station Improvements	-	-	105,000	(105,000)	-
Vehicle & Equipment - Fund 50	-	39,033	77,000	(37,967)	50.7%
<b>TOTAL Capital Expense Sewer Fund 50</b>	<b>6,205</b>	<b>63,648</b>	<b>1,502,000</b>	<b>(1,438,352)</b>	<b>4.2%</b>
Capital Interest Expense	-	-	94,800	(94,800)	-
<b>TOTAL REVENUES</b>	<b>120,944</b>	<b>661,077</b>	<b>13,101,522</b>	<b>(12,440,445)</b>	<b>5.0%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>(37,166)</b>	<b>(431,650)</b>	<b>(12,617,802)</b>	<b>12,186,152</b>	
<b>Other Financing Sources (Uses)</b>					
Transfer from (to) MRMD	4,500,000	4,500,000	4,500,000	-	100.0%
IGA Revenue 2018 Subdistrict	-	-	1,900,000	(1,900,000)	-
Gain/Loss on Asset Disposal	-	225	-	225	-
Contributions to Other Gov'ts	-	-	709,992	(709,992)	-
Transfer from (to) P&G Fund	10,719	307,095	327,000	(19,905)	93.9%
Transfer from (to) Rec Fund	3,000	203,000	200,000	3,000	101.5%
Transfer from (to) Water Fund	87,500	208,033	1,327,000	(1,118,967)	15.7%
Transfer from (to) Sewer Fund	-	39,033	77,000	(37,967)	50.7%
<b>TOTAL Other Financing Sources (Uses)</b>	<b>4,601,219</b>	<b>5,257,385</b>	<b>9,040,992</b>	<b>(3,783,607)</b>	<b>58.2%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>4,564,053</b>	<b>4,825,735</b>	<b>(3,576,810)</b>	<b>8,402,545</b>	
BEGINNING FUND BALANCE**		9,414,830			
ENDING FUND BALANCE		<u>14,240,565</u>			
Capital Other - Fund 10		2,339,139			
Capital Parks & Ground Fund 15		142,921			
Capital Recreation Center Fund 16		503,713			
Capital Water Fund 40		7,758,820			
Capital Sewer Fund 50		1,594,776			
Capital TDS - Clean Water		1,901,197			
Capital Total Fund Balance		<u>14,240,565</u>			

**Statement of Revenues, Expenses and Change in Fund Balance**  
**Budget vs. Actual - Accrual Basis**  
**Water Fund**  
**For the One Month and Three Months Ended March 31, 2023**  
**Unaudited**

	Month of Mar 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (25.0% YTD)
<b>REVENUES</b>					
Water Service Fees - Res.	\$220,971	\$677,109	\$3,186,250	(\$2,509,141)	21.3%
Water Service Fees - Comm.	10,247	50,008	145,260	(95,252)	34.4%
Meter Set Fees	6,885	16,210	70,000	(53,790)	23.2%
Irrigation	8,747	26,241	274,970	(248,729)	9.5%
UB - Water Adjustments	(31)	(31)	-	(31)	-
IGA Shared Water Cost Reimb.	-	-	72,500	(72,500)	-
Billing Fees	1,503	4,687	18,000	(13,313)	26.0%
Development Inspection Fees	21,438	21,438	16,350	5,088	131.1%
Interest Income	517	517	-	517	-
Miscellaneous Income	3,844	3,844	-	3,844	-
Debt Forgiveness	-	-	880,000	(880,000)	-
<b>TOTAL REVENUES</b>	<b>274,120</b>	<b>800,023</b>	<b>4,663,330</b>	<b>(3,863,307)</b>	<b>17.2%</b>
<b>EXPENSES</b>					
<b>General &amp; Admin. Expense</b>					
Accounting	-	-	1,000	(1,000)	-
Customer Billing Services	-	4,763	61,600	(56,837)	7.7%
Engineering/Consulting	2,546	17,591	50,000	(32,409)	35.2%
Legal	1,456	3,279	15,000	(11,722)	21.9%
Personnel Expenses	43,254	124,564	525,000	(400,436)	23.7%
General Operations - Admin	2,878	6,863	52,850	(45,987)	13.0%
<b>TOTAL General &amp; Admin. Expense</b>	<b>50,134</b>	<b>157,060</b>	<b>705,450</b>	<b>(548,390)</b>	<b>22.3%</b>
<b>Operating Expense</b>					
Water Operations General	6,136	21,548	103,750	(82,202)	20.8%
Raw Water Operations	979	2,703	280,000	(277,297)	1.0%
Water Treatment Operations	11,499	32,673	215,000	(182,327)	15.2%
Water Distribution Operations	11,869	28,713	216,000	(187,287)	13.3%
Non-Potable Water Operations	1,311	1,311	36,500	(35,189)	3.6%
Utilities	31,259	68,498	572,600	(504,102)	12.0%
Insurance	3,502	10,660	52,200	(41,540)	20.4%
Vehicle, Equipment & Travel	1,554	2,855	26,300	(23,445)	10.9%
<b>TOTAL Operating Expense</b>	<b>68,108</b>	<b>168,961</b>	<b>1,502,350</b>	<b>(1,333,389)</b>	<b>11.2%</b>
<b>TOTAL EXPENSES</b>	<b>118,242</b>	<b>326,020</b>	<b>2,207,800</b>	<b>(1,881,780)</b>	<b>14.8%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>155,878</b>	<b>474,003</b>	<b>2,455,530</b>	<b>(1,981,527)</b>	
<b>Other Financing Sources (Uses)</b>					
<b>Tap &amp; Transfers from (to) Other Funds</b>					
Tap Fees Received	96,000	195,500	1,150,000	(954,500)	17.0%
Developer Advances	-	-	(1,760,000)	1,760,000	-
Transfer from (to) Capital	(87,500)	(208,033)	(1,327,000)	1,118,967	15.7%
Txfr from (to) Water Loan Reser	(62,500)	(187,500)	(750,000)	562,500	25.0%
<b>TOTAL Tap &amp; Transfers from (to) Other Fun</b>	<b>(54,000)</b>	<b>(200,033)</b>	<b>(2,687,000)</b>	<b>2,486,967</b>	<b>7.4%</b>
<b>Reserves</b>					
Water Loan Reserve	62,500	187,500	750,000	(562,500)	25.0%
<b>TOTAL Reserves</b>	<b>62,500</b>	<b>187,500</b>	<b>750,000</b>	<b>(562,500)</b>	<b>25.0%</b>
<b>TOTAL Other Financing Sources (Uses)</b>	<b>8,500</b>	<b>(12,533)</b>	<b>(1,937,000)</b>	<b>1,924,467</b>	<b>0.6%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$164,378</b>	<b>\$461,470</b>	<b>\$518,530</b>	<b>(\$57,060)</b>	
<b>BEGINNING FUND BALANCE**</b>		1,766,766			
<b>ENDING FUND BALANCE</b>		<u><b>\$2,228,236</b></u>			
Operating Fund Balance		734,982			
Emergency Reserve Fund Balance 5%		1,005,754			
Water Loan Reserves		187,500			
Rate Stabilization Fund Balance		300,000			
<b>Total Fund Balance</b>		<u><b>\$2,228,236</b></u>			

\*\*Per Budget

Management Purposes Only

**Statement of Revenues, Expenses and Change in Fund Balance**  
**Budget vs. Actual - Accrual Basis**  
**Sewer Fund**  
**For the One Month and Three Months Ended March 31, 2023**  
**Unaudited**

	Month of Mar 2023	YTD Actual	Adopted 2023 Budget	Variance Over (Under) Budget	% of Budget (25.0% YTD)
<b>REVENUES</b>					
Sewer Fees - Res.	\$179,784	\$537,803	\$2,125,160	(\$1,587,357)	25.3%
Sewer Fees - Comm.	4,128	19,290	27,230	(7,940)	70.8%
IGA Shared Sewer Cost Reimb.	11,372	32,860	84,050	(51,190)	39.1%
Billing Fees	1,503	5,314	18,000	(12,686)	29.5%
Development Inspection Fees	21,438	21,438	16,350	5,088	131.1%
Miscellaneous Income	3,121	3,121	-	3,121	-
<b>TOTAL REVENUES</b>	<b>221,345</b>	<b>619,826</b>	<b>2,270,790</b>	<b>(1,650,964)</b>	<b>27.3%</b>
<b>EXPENSES</b>					
<b>General &amp; Admin. Expense</b>					
Accounting	-	-	1,000	(1,000)	-
Customer Billing Services	-	3,910	49,500	(45,590)	7.9%
Engineering/Consulting	1,314	4,337	10,000	(5,663)	43.4%
Legal	-	-	20,000	(20,000)	-
Personnel Expenses	35,767	98,522	475,000	(376,478)	20.7%
General Operations - Admin	2,477	6,201	44,700	(38,499)	13.9%
<b>TOTAL General &amp; Admin. Expense</b>	<b>39,558</b>	<b>112,970</b>	<b>600,200</b>	<b>(487,230)</b>	<b>18.8%</b>
<b>Operating Expense</b>					
Sewer Operations	148,640	171,182	1,374,250	(1,203,068)	12.5%
Lift Station Operations	615	26,157	254,700	(228,543)	10.3%
Lift Station Operations-Shared	6,212	32,397	168,100	(135,703)	19.3%
Utilities	1,288	5,026	22,500	(17,474)	22.3%
Insurance	2,883	8,799	35,380	(26,581)	24.9%
Vehicle, Equipment & Travel	4,520	7,115	36,300	(29,185)	19.6%
<b>TOTAL Operating Expense</b>	<b>164,158</b>	<b>250,676</b>	<b>1,891,230</b>	<b>(1,640,554)</b>	<b>13.3%</b>
<b>TOTAL EXPENSES</b>	<b>203,716</b>	<b>363,646</b>	<b>2,491,430</b>	<b>(2,127,784)</b>	<b>14.6%</b>
<b>EXCESS REVENUES OVER (UNDER) EXPENSES</b>	<b>17,630</b>	<b>256,180</b>	<b>(220,640)</b>	<b>476,820</b>	
<b>Other Financing Sources (Uses)</b>					
Tap Fees Received	81,000	164,000	1,000,000	(836,000)	16.4%
Tap Fees Transferred to MRMD	(72,500)	(143,500)	(1,000,000)	856,500	14.4%
Gain/Loss on Asset Disposal	-	(777)	-	(777)	-
Transfer from (to) Capital	-	(39,033)	(77,000)	37,967	50.7%
<b>TOTAL Other Financing Sources (Uses)</b>	<b>8,500</b>	<b>(19,310)</b>	<b>(77,000)</b>	<b>57,690</b>	<b>25.1%</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$26,130</b>	<b>\$236,870</b>	<b>(\$297,640)</b>	<b>\$534,510</b>	
<b>BEGINNING FUND BALANCE**</b>		1,756,222			
<b>ENDING FUND BALANCE</b>		<u>\$1,993,092</u>			
Operating Fund Balance		658,664			
Emergency Reserve Fund Balance 5%		1,019,428			
Rate Stabilization Fund Balance		315,000			
<b>Total Fund Balance</b>		<u>\$1,993,092</u>			

\*\*Per Budget

Management Purposes Only

**Meridian Service Metropolitan District**  
**Balance Sheet Summary - Unaudited**  
As of March 31, 2023

	Mar 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	20,202,540.20
Accounts Receivable	1,132,188.72
Other Current Assets	121,905.00
	21,456,633.92
<b>Total Current Assets</b>	21,456,633.92
<b>Fixed Assets</b>	51,777,224.86
<b>Other Assets</b>	2,558,108.81
	75,791,967.59
<b>TOTAL ASSETS</b>	<b>75,791,967.59</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	430,543.33
Credit Cards	965.95
Other Current Liabilities	9,329,609.22
	9,761,118.50
<b>Total Current Liabilities</b>	9,761,118.50
<b>Long Term Liabilities</b>	27,858,149.85
	37,619,268.35
<b>Total Liabilities</b>	37,619,268.35
<b>Equity</b>	38,172,699.24
	75,791,967.59
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>75,791,967.59</b>

## Meridian Service Metropolitan District

## Balance Sheet - Unaudited

04/28/23

As of March 31, 2023

Accrual Basis

	Mar 31, 23
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
1000000 · Operating Funds	
1000100 · Wells Fargo - Operating	1,097,184.30
1000300 · Petty Cash	386.16
	1,097,570.46
<b>Total 1000000 · Operating Funds</b>	
110000 · Non-Operating Funds	
1100100 · ColoTrust - CTF from MRMD 8001	18,571.18
1100200 · ColoTrust - Emerg Reserve 8002	203,793.99
1100201 · ColoTrust - Emerg Reserve E002	2,148,244.48
1100500 · ColoTrust - Cap Projects 8005	8,371,980.09
1100501 · ColoTrust - Cap Projects E004	4,322,329.01
1100600 · ColoTrust - Rate Stabiliz 8006	4.49
1100601 · ColoTrust - Rate Stabiliz E005	639,856.14
1100700 · ColoTrust - CWF Reserve 8007	1,423,495.38
1100800 · ColoTrust -Operating Funds 8008	1,576,253.56
1100900 · ColoTrus- Water Loan Res 8009	125,516.86
1100901 · Bank of the San Juans -Reserves	125,035.44
1100903 · Zions Bank Pledged Revenue Fund	149,889.12
	19,104,969.74
<b>Total 110000 · Non-Operating Funds</b>	
<b>Total Checking/Savings</b>	20,202,540.20
<b>Accounts Receivable</b>	
1400000 · Accounts Receivable	
1400100 · UB Accounts Receivable	1,036,091.05
1400200 · Accounts Receivable - Non UB	96,097.67
	1,132,188.72
<b>Total 1400000 · Accounts Receivable</b>	
<b>Total Accounts Receivable</b>	1,132,188.72
<b>Other Current Assets</b>	
1500000 · Prepaid Expenses	
1500100 · Prepaid Insurance	121,905.00
	121,905.00
<b>Total 1500000 · Prepaid Expenses</b>	
<b>Total Other Current Assets</b>	121,905.00
<b>Total Current Assets</b>	21,456,633.92
<b>Fixed Assets</b>	
2100000 · Fixed Assets	
2110000 · Non-Depreciable Assets	
2110100 · Water Rights	257,084.50
	257,084.50
<b>Total 2110000 · Non-Depreciable Assets</b>	
2120000 · Depreciable Assets	39,370,735.91
2130000 · Recreation Assets	11,846,508.69
2140000 · Vehicles & Equipment	302,895.76
	51,777,224.86
<b>Total 2100000 · Fixed Assets</b>	
<b>Total Fixed Assets</b>	51,777,224.86



## Meridian Service Metropolitan District

## Balance Sheet - Unaudited

04/28/23

As of March 31, 2023

Accrual Basis

	Mar 31, 23
<b>Other Assets</b>	
<b>1600000 · Other Assets</b>	
1600100 · Security Deposit	16,080.00
<b>Total 1600000 · Other Assets</b>	16,080.00
<b>2000000 · Construction in Progress</b>	2,542,028.81
<b>Total Other Assets</b>	2,558,108.81
<b>TOTAL ASSETS</b>	<b>75,791,967.59</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	430,543.33
Credit Cards	965.95
<b>Other Current Liabilities</b>	
3100000 · Other Current Liabilities	
3110000 · Payroll Liabilities	-3,785.84
3120000 · Retainage Payable	63,383.25
3140000 · Accr Int Payable - Developer	8,924,011.81
3160000 · Deposits Held	2,000.00
3180300 · Bank of San Juan Loan-Current	344,000.00
<b>Total 3100000 · Other Current Liabilities</b>	9,329,609.22
<b>Total Other Current Liabilities</b>	9,329,609.22
<b>Total Current Liabilities</b>	9,761,118.50
<b>Long Term Liabilities</b>	
3500000 · Long Term Liabilities	
3500100 · Notes Payable	4,254,341.20
3500200 · Cherokee - New WWTP (LT Liab)	19,002,210.96
3500300 · Bank of San Juan TDS Loan	4,001,597.69
3500400 · GTL Loan (LT Liab)	600,000.00
<b>Total 3500000 · Long Term Liabilities</b>	27,858,149.85
<b>Total Long Term Liabilities</b>	27,858,149.85
<b>Total Liabilities</b>	37,619,268.35
<b>Equity</b>	
4000000 · Retained Earnings	32,952,827.89
4000100 · Comprehensive Income	-19,038.22
Net Income	5,238,909.57
<b>Total Equity</b>	38,172,699.24
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>75,791,967.59</b>

**Meridian Service Metropolitan District**  
**Statement of Cash Flows - Unaudited**  
 March 2023

---

	Mar 23
<b>OPERATING ACTIVITIES</b>	
Net Income	5,028,476.42
Adjustments to reconcile Net Income to net cash provided by operations:	
1400110 · Accounts Receivable	47,234.02
1400200 · Accounts Receivable - Non UB	-49,090.62
1500100 · Prepaid Insurance	13,545.00
3000000 · Accounts Payable	50,711.26
3070300 · Divvy Credit	-91.03
3070400 · Conoco Credit Card	998.73
3110100 · Payroll Taxes Payable	-889.81
3110300 · Employee Paid Ins Contrib.	-0.15
3120000 · Retainage Payable	3,693.52
Net cash provided by Operating Activities	5,094,587.34
<b>FINANCING ACTIVITIES</b>	
4000100 · Comprehensive Income	7,104.55
Net cash provided by Financing Activities	7,104.55
Net cash increase for period	5,101,691.89
Cash at beginning of period	15,100,848.31
Cash at end of period	20,202,540.20

Meridian Service Metropolitan District  
2023 Tap Report

Counts	Date	Tap Receipt No.	Service Address	Filing #	Lot #	Builder	Tap Amt Paid	Meter Amt Paid	Check No.	Monthly Tap Totals	
15	3/30/2023	3738	10874 Evening Creek Dr	Rolling Hills Ranch 1	133	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23032902 - 6295967		
16	3/30/2023	3739	10884 Evening Creek Dr	Rolling Hills Ranch 1	134	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23032902 - 6295967		
25	4/19/2023	3748	10785 Evening Creek Dr	Rolling Hills Ranch 1	167	Century Communities	\$ 21,500.00	\$ 700.00	Check #00629315		
26	4/19/2023	3749	10775 Evening Creek Dr	Rolling Hills Ranch 1	168	Century Communities	\$ 21,500.00	\$ 700.00	Check #00629316		
27	4/19/2023	3750	10765 Evening Creek Dr	Rolling Hills Ranch 1	169	Century Communities	\$ 21,500.00	\$ 700.00	Check #00629317		
28	4/19/2023	3751	10755 Evening Creek Dr	Rolling Hills Ranch 1	170	Century Communities	\$ 21,500.00	\$ 700.00	Check #00629318		
29	4/19/2023	3752	10745 Evening Creek Dr	Rolling Hills Ranch 1	171	Century Communities	\$ 21,500.00	\$ 700.00	Check #00629319		
30	4/19/2023	3753	10735 Evening Creek Dr	Rolling Hills Ranch 1	172	Century Communities	\$ 21,500.00	\$ 700.00	Check #00629320		
31	4/19/2023	3754	10725 Evening Creek Dr	Rolling Hills Ranch 1	173	Century Communities	\$ 21,500.00	\$ 700.00	Check #00629321		
32	4/19/2023	3755	10715 Evening Creek Dr	Rolling Hills Ranch 1	174	Century Communities	\$ 21,500.00	\$ 700.00	Check #00629322		
33	4/19/2023	3756	10708 Rolling Mesa Dr	Rolling Hills Ranch 1	175	Century Communities	\$ 21,500.00	\$ 700.00	Check #00627585		
34	4/19/2023	3757	10722 Rolling Mesa Dr	Rolling Hills Ranch 1	176	Century Communities	\$ 21,500.00	\$ 700.00	Check #00627586		
35	4/19/2023	3758	10736 Rolling Mesa Dr	Rolling Hills Ranch 1	177	Century Communities	\$ 21,500.00	\$ 700.00	Check #00627587		
36	4/19/2023	3759	10750 Rolling Mesa Dr	Rolling Hills Ranch 1	178	Century Communities	\$ 21,500.00	\$ 700.00	Check #00627588		
37	4/19/2023	3760	10764 Rolling Mesa Dr	Rolling Hills Ranch 1	179	Century Communities	\$ 21,500.00	\$ 700.00	Check #00627589		
38	4/19/2023	3761	10778 Rolling Mesa Dr	Rolling Hills Ranch 1	180	Century Communities	\$ 21,500.00	\$ 700.00	Check #00627590		
39	4/19/2023	3762	10792 Rolling Mesa Dr	Rolling Hills Ranch 1	181	Century Communities	\$ 21,500.00	\$ 700.00	Check #00627591		
42	4/18/2023	3765	10865 Evening Creek Dr	Rolling Hills Ranch 1	160	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23041702 - 9333338		
43	4/19/2023	3766	10904 Rolling Mesa Dr	Rolling Hills Ranch 1	188	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23041802 - 9585336		
44	4/25/2023	3767	10717 Morning Hills Dr	Rolling Hills Ranch 2	456	Covington Homes	\$ 21,500.00	\$ 700.00	Wire/230425109989		
									<b>\$ 444,000.00</b>		<b>April - 20 Taps</b>

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

(Initial) Tap Purchase Date	Tap Receipt No.	Service Address	Builder	Tap Fee Paid At Time of Purchase	Meter Set Fee Paid At Time of Purchase	Additional Tap Fees Due (Per Current Fee Schedule)	Additional Meter Set Fee Due (Per Current Fee Schedule)	Date Paid	Total Additional Amount Collected Prior to Meter Set		
12/29/2021	3492	12657 Windingwalk Dr	Campbell Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	1/30/2022	\$ 3,575.00	\$ 3,575.00	Jan-23
10/18/2021	3428	11270 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	3/7/2023	\$ 3,575.00		
10/5/2021	3422	11150 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	3/7/2023	\$ 3,575.00		
3/1/2022	3569	12667 Enclave Scenic Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	3/22/2023	\$ 2,545.00	\$ 9,695.00	Mar-23
3/28/2022	3598	9879 Hidden Ranch Ct	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	4/4/2023	\$ 2,545.00		
10/19/2021	3430	11390 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	4/13/2023	\$ 3,575.00		
3/28/2022	3597	9891 Hidden Ranch Ct	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	4/14/2023	\$ 2,545.00		
3/28/2022	3608	10863 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	4/20/2023	\$ 2,545.00		
4/19/2022	3637	10451 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	4/20/2023	\$ 2,545.00	\$ 13,755.00	Apr-23



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

**DATE:** April 20, 2023  
**TO:** MSMD Board of Directors  
**RE:** Finance Committee Report

On April 20, 2023 the Board's Finance Committee, Directors Sauer and Reorda (in Director Gabrielski's absence) met with Jim Nikkel, General Manager and Jennette Coe, AFS Manager. The following is a summary of the meeting:

- The Finance Committee approved interim MSMD payments in the amount of \$447,724.59 and directed staff to add this to the Board's May 2023 agenda for ratification.

Submitted by:

A handwritten signature in black ink, which appears to read "Milton B. Gabrielski". The signature is written in a cursive style.

Milton B. Gabrielski, Finance Committee Chair

**Meridian Service Metropolitan District  
Vendor Payment Register Report - Summary  
Board Meeting - Payments to Ratify  
April 20, 2023**

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Amount</u>
04/20/23	ePayment	A - Line Renovations	\$ 2,650.00
04/20/23	Vendor Direct	ADT SECURITY SERVICES, INC.	\$ 434.26
04/20/23	ePayment	All Rental Center Inc	\$ 599.72
04/20/23	ePayment	Applied Ingenuity, LLC	\$ 81,425.00
04/20/23	ePayment	Aqueous Solution Inc.	\$ 1,263.80
04/20/23	Check	Badger Meter	\$ 1,737.06
04/20/23	ePayment	Braun Concrete	\$ 12,749.00
04/20/23	ePayment	Browns Hill Engineering & Controls, LLC	\$ 45,585.20
04/20/23	Vendor Direct	CenturyLink - FP	\$ 200.76
04/20/23	Vendor Direct	CenturyLink - LS	\$ 250.82
04/20/23	ePayment	Cherokee MD	\$ 49,002.22
04/20/23	Check	CIT-First Citizens Bank & Trust CO	\$ 177.92
04/20/23	ePayment	Club Automation, LLC	\$ 1,832.48
04/20/23	Vendor Direct	Colorado Analytical Lab	\$ 342.40
04/20/23	Check	Colorado State Treasurer	\$ 982.84
04/20/23	Check	Comcast - MRRC	\$ 466.44
04/20/23	Check	Comcast - Office	\$ 295.93
04/20/23	Check	Discount Tire	\$ 54.00
04/20/23	ePayment	Djuranemi Productions Co. LLC	\$ 250.00
04/20/23	Vendor Direct	El Paso County Public Health Laboratory	\$ 210.00
04/20/23	Vendor Direct	Ewing Irrigation	\$ 565.97
04/20/23	Check	Front Range Winwater	\$ 75.00
04/20/23	Check	GTL Development Inc.	\$ 2,187.97
04/20/23	Check	HelloSpoke	\$ 759.90
04/20/23	Check	Home Depot Credit Services	\$ 2,500.11
04/20/23	Vendor Direct	LONG Building Technologies	\$ 3,711.00
04/20/23	Check	Lytle Water Solutions, LLC	\$ 6,107.75
04/20/23	ePayment	Morgan Black	\$ 500.00
04/20/23	Vendor Direct	Mug-A-Bug Pest Control	\$ 62.00
04/20/23	Vendor Direct	MVEA	\$ 61,649.89
04/20/23	Check	Progressive Services, Inc.	\$ 2,847.10
04/20/23	ePayment	Rob's Septic Service & Porta-Pot Rental	\$ 600.00
04/20/23	Check	Ross Electric-Enterprise, Inc.	\$ 3,595.00
04/20/23	Check	Shops at Meridian Ranch, LLC	\$ 4,145.13
04/20/23	ePayment	Swedish Industrial Coatings LLC	\$ 60,676.88
04/20/23	Vendor Direct	The Lifeguard Store, Inc	\$ 233.00
04/20/23	Check	Tire King of Falcon	\$ 3,009.08
04/20/23	Check	Utility Notification Center of Colorado	\$ 218.01
04/20/23	Check	VORTEX USA INC.	\$ 1,452.46
04/20/23	Vendor Direct	Waste Management of Colorado Springs	\$ 1,355.66
04/20/23	Check	WHMD Woodmen Hills Metropolitan District	\$ 16,759.58
04/20/23	ePayment	Windshields Express	\$ 921.23
<b>Total Invoices</b>	<b>42</b>	<b>Bill.com Total</b>	<b>\$ 374,442.57</b>
04/20/23	ACH	Club Auto	\$ 602.57
04/20/23	ACH	Divvy	\$ 16,077.43
04/20/23	Check #13333	Cherokee Metro District	\$ 33,181.66
04/20/23	Check #13334	Cherokee Metro District	\$ 23,420.36
<b># of Payments</b>	<b>47</b>	<b>Total Payment Amount</b>	<b>\$ 447,724.59</b>

**Meridian Service Metropolitan District  
Vendor Payment Register Report - Summary  
Board Meeting - Payments to Approve  
May 3, 2023**

<u>Date</u>	<u>Payment Type</u>	<u>Vendor</u>	<u>Amount</u>
05/03/23	ePayment	Aqueous Solution Inc.	\$ 6,289.69
05/03/23	Check	Black Hills Energy	\$ 8,053.24
05/03/23	Vendor Direct	BrightView Landscape Services Inc.	\$ 16,951.00
05/03/23	ePayment	Carlson, Hammond & Paddock, LLC	\$ 2,474.75
05/03/23	Check	CEBT Payments	\$ 17,454.99
05/03/23	ePayment	Colorado Springs Utilities	\$ 1,957.95
05/03/23	Check	Colorado Springs Winwater	\$ 87.43
05/03/23	Vendor Direct	CPS Distributors, Inc	\$ 224.27
05/03/23	ePayment	CRS Community Resource Services	\$ 30,765.20
05/03/23	Check	Excell Pump Services	\$ 600.60
05/03/23	Check	Front Range Winwater	\$ 79.80
05/03/23	Check	Grainger	\$ 2,915.93
05/03/23	Check	GSE Construction CO., Inc	\$ 25,280.08
05/03/23	ePayment	Jan-Pro of Southern Colorado	\$ 2,872.00
05/03/23	Vendor Direct	Kings III Emergency Communications	\$ 104.94
05/03/23	ePayment	Landmark Plumbing	\$ 420.00
05/03/23	Vendor Direct	MEI Elevator Solutions	\$ 138.76
05/03/23	Vendor Direct	Rampart Supply Inc.	\$ 96.07
05/03/23	Check	RESPEC (formerly JDS Hydro)	\$ 21,430.68
05/03/23	ePayment	Rob's Septic Service & Porta-Pot Rental	\$ 600.00
05/03/23	Vendor Direct	Safeway	\$ 193.38
05/03/23	Vendor Direct	Spencer Fane LLP	\$ 6,111.08
05/03/23	Check	Tech Builders Inc	\$ 3,959.00
05/03/23	Check	Utility Maintenance and Inspections LLC	\$ 524.88
<b>Bill.com Total</b>			<b>\$ 149,585.72</b>
05/03/23	ACH	Conoco Fleet Services	\$ 2,307.61
05/03/23	Check #13335	Cherokee Metro District	\$ 10,419.50
05/03/23	Check #13336	Cherokee Metro District	\$ 3,590.55
<b># of Payments</b>	<b>27</b>	<b>Total Payment Amount</b>	<b>\$ 165,903.38</b>

<u>Payroll Transactions</u>	<u>04/01-04/30/23</u>
BOD Payroll:	\$ 538.25
Bi-weekly Payroll:	\$ 198,644.20
Payroll & HR Services:	\$ 1,114.79
<b>Total:</b>	<b>\$ 200,297.24</b>

## MSMD Operations Report for April 2023

April water operations completed the monthly Bac-T sampling with no issues. Second Quarter along Lead and Copper samples were dropped off at the lab on 4-19-23. Monthly water meter reading and water usage performed on 4-27-23. The 2 MG tank blasting is making progress, a few days down due to weather but moving along. Walls were scheduled to start blasting week of 4-18-23. Clean-up at the tanks and around the filter plant continues. The filter plant shut down and valve install is completed. WHMD helped us with operating some valves at Stapleton and MRB helping to minimize pressure drop and aided by low water demand. During start up, one of the older booster motors faulted due to high hours and some moisture accumulation. A spare motor had already been purchased and was quickly installed to replace the damaged motor. The replacement VFD's that took a lightning strike last summer have been replaced, scheduling final programming. Guthrie wells have been flushed and ready for irrigation season. A new master meter has been installed in Building D which has the new cell reader, allowing us to log on and see usage.

The Parks and Drainage Department has removed the rock from behind the Rec Center, ready for the new concrete pad to be installed. A few irrigation zones are powered up ready for new landscaping around the shops.

Staff performed weekly infiltration gallery inspections and recorded water level logging data. Monthly flow measurement and calculations were taken on 4-27-23. A couple of pits were in overflow and being monitored.

The large irrigation pond is full and golf course pond levels are being monitored and managed through SCADA. Supplies will be ordered to help control algae buildup.

Wastewater operations staff completed weekly composite sampling and drop off to Cherokee. The filter plant manhole was also cleaned on 4-5-23 and 4-18-23. The elevated gas pressure and related work has been completed at the lift station. During high demand times, we are still having issues, may be actual supply problem, continued trouble shooting to confirm. The damaged water pump on the line cleaning truck has been ordered, repair pending part delivery and mechanic availability.



Upcoming or continued water tasks:

- Monthly meter reading (completed ~~1-23-23, 2-23-23, 3-23-23, 4-27-23~~)
- Monthly Bac-T sampling (~~Jan, Feb, Mar, Apr~~, May, Jun, Jul, Aug, Sept, Oct, Nov, Dec)
- ~~1<sup>st</sup> Quarter monitoring and sampling (dropped off on 3-1-23)~~
- ~~2<sup>nd</sup> Quarter monitoring and sampling (dropped off 4-19-23)~~
- 3<sup>rd</sup> Quarter monitoring and sampling
- 4<sup>th</sup> Quarter monitoring and sampling
- Sanitary Survey 2<sup>nd</sup> Quarter (Pending)
- Lead and Copper Sampling (bi-yearly) (dropped off 4-19-23)

Upcoming or continued parks and drainage:

- Continue irrigation repairs/testing (in progress)
- 2023 annual backflow testing
- Irrigation spring start up (Soon)
- Irrigation winterization (Not soon enough)
- Continue fence repairs (in progress)
- Mulch/rock replacement in planter beds (in progress)
- Dead tree removal (in progress)

Upcoming or continued wastewater tasks:

- Sewer force main air vac maintenance/vault inspections (on-going)
- Sewer force main flow meter replacement/relocate
- Infiltration pit maintenance (on-going)
- Sewer line maintenance (on-going)

## Recreation Board Report

May 3rd, 2023

### Usage Numbers April 1-27, 2023

Total Attendance – 10083

Group Ex – 743 Participants. Of those we received \$716 from non-members

Childcare attendance – 334

Parties – 12 pool parties

Revenue collected - **\$16,009.00**

### Pulse Check:

The recreation slowed down in April for general usage, but programming in the evenings kept us busy.

Youth basketball finished in April with end of year pictures and certificates. Indoor soccer has begun, and we have over 140 children participating. Swim lessons remain strong, and we will be hosting a lifeguard certification course in May to ensure we have ample staff for the summer. Group exercise classes continue to fill and have increased dramatically over last year.

We are beginning our locker room remodel the first week of May, and it is anticipated to take roughly 2 months. Demo will begin in the men's locker room, then move into the women's locker room, and then into the family hallway. Paving behind the recreation center will begin on Wednesday, May 3<sup>rd</sup>, weather permitting. We will be getting the outdoor pool ready the first week of May as well, we have not yet been able to with the snow we have received.

Falcon Freedom Day planning is well underway, and we have a sponsor package and flier to show you all today. We will be hosting the event in the Falcon High School parking lot this year, which should make the logistics of our vendor event much easier.

**Design/Build Amendment****Attachment to design/build contract agreement between Meridian Ranch Rec Center  
(Owner) and Art C. Klein Construction, Inc. (Design/Builder)****Meridian Ranch Rec Center (Bathroom Remodel)  
Art C. Klein Construction, Inc. (ACK) (Design Builder)**

Per contract section 5.2.2 The owner and Design-Builder shall agree in writing, construction may not proceed prior to the execution of the Design-Build Amendment.

Note: Meridian Ranch Rec Center, by signing this Amendment, approved, acknowledges that they have reviewed this exhibit document in its entirety and understands and approved the general scope of the Bathroom Remodel as noted herein.

**General Scope of work:**

The scope of work to provide upgrades to change rooms has been defined as follows:

This Budget Update narrative provides an outline of qualifications for material, labor and equipment based on our understanding of the project site and desired scope. Appropriate contingencies shall be factored into assumptions and pricing based on the information herein.

1. Design and Engineering:
  - a. Design Documents provided by Jean Sebben and Assoc. which was Part One (Interior Design), valued at \$3,000.
2. General Items:
  - a. Industry standard 1-year project warranty.
  - b. Includes Final Cleaning
  - c. Payment & Performance Bond is NOT required
  - d. Includes Builder's Risk Policy and Insurance
3. Demolition:
  - a. Remove lockers, counters, back-splash, valances, floor tile and carpet.
  - b. Refurbish wall tile & shower surround in shower area.
  - c. Remove sinks, faucets, restroom partitions, clean and paint as needed to reuse.
  - d. Repair drywall
4. Locker Rooms:
  - a. Prime and Paint existing walls and ceilings.
  - b. Shower wall surrounds to be secured, surfaces cleaned/polished and re-caulked.
  - c. Floor tile is 12"x24" up to shower area, 6"x6" in shower area.
  - d. New carpet squares in existing area.
  - e. Existing plumbing fixtures, sinks and faucets to be reinstalled.
  - f. Provide and install new SS Countertops and back splash
  - g. Provide new lockers and valance in sink area.
  - h. Provide new ADA shower faucets

Add Alternate 1 - \$54,060.00

- 1 - Family Restrooms, Hallway and Locker Entry to existing carpet.
  - a. Prime and Paint existing walls in hallway
  - b. Replace floor vinyl and tile with 12"x24"
  - c. Replace lockers in hallway
  - d. Shower wall surrounds to be secured, surfaces cleaned/polished and re-caulked.
  - e. New SS Countertops
  - i. Repurpose sinks and faucets, provide new ADA shower faucets

**ITEMS SPECIFICALLY NOT INCLUDED:**

1. Owner contingency for hidden or unknown conditions or changes.
2. Any costs for Local Building Department changes, or other governmental agency changes to the Specifications, Drawings.
3. Any costs for delays and/or schedule accelerations due to governmental agencies or jurisdictional agencies having the authority to interrupt the construction flow or delay the procurement of materials/supplies.
4. Any construction noise restriction costs for work that occurs beyond the normal 7:00 a.m. to 5:00 p.m. daily.
5. Any costs to deal with natural flooding/rain/hail of the building site, or restoration work in the event natural flooding/rain/hail causes damage or destroys construction work in progress.
6. Pricing does not include time or costs of impacts that may arise from supply chain issues caused from an epidemic or pandemic (including the COVID 19 pandemic) and we reserve our right to seek a contract adjustment in the event of such time and cost impacts.
7. Any invoices that require collection actions will also be subject to all costs of collection including Attorney's fees and any other associated amount incurred.

Per Contract 1.1.6 The original budget for the work to be provided by ACK was:

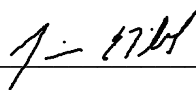
Part One: Interior Design:	\$3,000.00
Part Two: Construction – Preliminary Budget Estimate	\$197,000.00
Total:	\$200,000.00

The final contract amount will be as follows:

Part One: Interior Design:	\$3,000.00
Part Two: Construction	\$248,144.00
Total:	\$251,144.00

**Meridian Ranch Rec Center Representative Approval:**

I, (Name, Position) [Jim Nikkel, District Manager](#) by signing this Exhibit A, approved, acknowledge I have received this exhibit document in its entirety and understand and agree with the general scope of the Bathrooms Remodel as noted herein.

Approval Signature: 

Printed: [Jim Nikkel](#) Date: 4/18/2023



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**AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Agreement entered into this 3rd day of May, 2023 by and between the MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (the "District") and Pretty Fitty Zone LLC, (the "Consultant").

**RECITALS**

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

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

WHEREAS, Consultant provides personal fitness training by Pretty Fitty Zone LLC and desires to offer and provide such training at the Rec Center; and

WHEREAS, Consultant's managing member, Pretty Fitty Zone LLC, is a resident of Meridian Ranch and has resident membership privileges at the Rec Center; and

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

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

**1. SERVICES:** Consultant shall offer and provide personal fitness training for individuals at the Rec Center. Participation in the fitness training will be fee-based, with consultant setting fees.

**2. FEE FOR USE OF DISTRICT FACILITIES:** Consultant shall be allowed to access and use the Rec Center weight room, cardio equipment in the fitness area, and group fitness area for purposes of rendering the Services hereunder. Such use shall be contingent Pretty Fitty Zone LLC maintaining status as a member in good standing of the Rec Center in accordance with District rules. Consultant shall pay District a flat monthly fee of \$100 per month. Consultant is only permitted to train ten, one-hour long sessions per month at current rate. The monthly flat fee shall be paid by the 15<sup>th</sup> of the month in which the fitness training sessions will be provided. In addition, Consultant shall be responsible to pay the District normal guest fees for any participant in the fitness training sessions who is not a resident of Meridian Ranch. Guest access to the Rec Center hereunder shall be consistent with District rules for members bringing guests, excepting that the District Recreation Manager may approve additional guests at his sole discretion.

**3. MARKETING:** Consultant will provide at its own cost, business cards for display and distribution at the Rec Center. To the extent Consultant wishes to display any other advertising at the Rec Center (e.g. brochures, flyers, etc.), Consultant must obtain advanced approval from the District Recreation Manager. Consultant shall be solely responsible for the costs associated with any advertising material. Consultant may also participate in District

community events as a form of marketing/advertising, with specific participation plans approved in advance by the District Recreation Manager.

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

**5. TERM/COMMENCEMENT/USE OF SUBCONTRACTORS:**

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

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

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

**6. INDEPENDENT CONTRACTOR:** Consultant is an independent contractor as provided in Colorado Revised Statutes § 8-40-202(2)(b)(I)-(IV), as amended and nothing herein contained shall constitute or designate Consultant or any of its employees or agents as employees or agents of the District. The work performed by Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District. The District shall not be responsible for Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. Consultant shall at its sole cost and expense, and without increase in the contract price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the work; pay all taxes, sales taxes, use taxes and all federal and state taxes, insurance contributions for social security and unemployment which are measured by wages, salaries or other remunerations paid to Consultant's employees. Consultant is free to perform fitness training services for other customers at other facilities during the term of

this Agreement, and the District is likewise free to engage other fitness trainers offering the same or similar services as Consultant during the term of this Agreement.

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

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

9. **INSURANCE:**

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

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

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

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

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

11. **TERMINATION:** Either the District or the Consultant may terminate this Agreement at any time upon the giving of written notice to the other. Upon the giving of notice of termination, Consultant shall immediately suspend the performance of Services unless the

District specifically agrees otherwise. Consultant shall pay to District any and all amounts owing hereunder immediately upon termination.

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

To the District:

Meridian Service Metropolitan District  
11886 Stapleton Drive  
Falcon, CO 80831  
Attn: David A. Pelsler, General Manager

with a copy to:

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

To the Consultant:  
Pretty Fitty Zone LLC

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

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

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

The Consultant shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform work under the Agreement. If Consultant



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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

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

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

**CONSULTANT:**

Pretty Fitty Zone LLC

By: *Pretty Fitty Zone LLC*  
Pretty Fitty Zone LLC