

**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, January 6, 2021

TIME: 10:00 a.m.

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

NOTE this will be a virtual meeting conducted electronically due to the COVID-19 pandemic. The Public may participate by telephone by calling 1-571-317-3122 and using meeting access code 414-015-013. Please comply with the Governor's Executive Orders and State Public Health Orders.

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 December 2, 2020 Combined Regular Board Meeting Minutes (enclosure) **Page 3**

II. FINANCIAL ITEMS:

- A. Review and Accept Cash Position Summary and Unaudited Financial Statements (enclosure and/or distributed under separate cover) **Page 11**
- B. Review Tap Fee Report for Information Only (enclosure and/or distributed under separate cover) **Page 20**
- C. Review, Ratify and Approve Monthly Payment of Claims (enclosure and/or distributed under separate cover) **Page 21**
- D. Receive Finance Committee Report **Page 24**

III. OPERATIONS & ENGINEERING ITEMS:

- A. Information Items (No Action)
 1. MSMD Operations Reports – Water, Sewer, Parks and Grounds, Recreation (enclosure and/or handout) **Page 25**
 2. Manager's Verbal Report
- B. Action Items
 1. Approve job description for Superintendent of Field Operations, Administrative Analyst/Human Resources Coordinator **Page 29**
 2. Approve one-year extension to BrightView Landscape Services Agreement for Landscape Maintenance Services and approve and authorize President to sign extra

work authorization for maintenance services for additional landscaped areas and deducting irrigation winterization (enclosure) ***Page 35***

3. Ratify Professional Service Agreement with Vivid Engineering Group, Inc. for materials testing services related to the construction of the Eastonville Raw Water Pipeline project, \$9,642 ***Page 54***
4. Approve and authorize President to sign MVEA Work Order 20-2300 for electrical service to Well Site No. 5, \$14,839.00 ***Page 68***
5. Approve and authorize President to sign construction services agreement with Hydro Resources for Rehabilitation of Well No. A-9 and LFH-9, \$88,000; direct staff to return later in the year with a budget amendment to appropriate funds from the Capital Fund 30 fund balance and transfer funds from the Water Fund 40 fund balance to the Capital Fund 30 as necessary ***Page 71***
6. Consider bids received, award contract, approve and authorize President to sign work authorization with low bidder for electrical work at the Guthrie Raw Water Supply Pipeline Midpoint Booster Pump Station

IV. DEVELOPER ITEMS:

- A. Verbal Report from Construction Manager ***Page 82***

V. DIRECTOR ITEMS:

- A. Report from General Manager Selection Committee on status of GM recruitment
- B. Consider recommendation from GM Selection Committee on making an offer of employment

VI. LEGAL ITEMS:

- A. If needed, enter into Executive Session pursuant to C.R.S. 24-6-402(4)(b): consult with and receive advice from legal counsel regarding legal issues related to arbitration with Cherokee Metropolitan District
- B. Executive Session pursuant to C.R.S. Section 24-6-402(4)(b), (e) and (f) to discuss issues related to planning for 2021 General Manager position and role, and to receive legal advice and potentially develop negotiating positions regarding same
- C. 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 regular meeting of the Boards is scheduled for Wednesday, February 3, 2021 at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831. Note this meeting may be a virtual/electronic meeting.

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**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: December 2, 2020, 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 (via teleconference)
Bill Gessner, Asst. Secretary/Treasurer (via teleconference)
Mike Fenton, Asst. Secretary/Treasurer (via teleconference)
Tom Sauer, Asst. Secretary/Treasurer (via teleconference)

Also present were:

David Pelsler; Meridian Service Metro District
Jennette Coe; Meridian Service Metro District (via teleconference)
Deawne Maddox; Meridian Service Metro District
Ryan Kozlowski; Meridian Service Metro District (via teleconference)
Braden McCrory; Meridian Service Metro District (via teleconference)
Ron Fano; Spencer Fane (via teleconference)
Jacob Hollars; Spencer Fane (via teleconference) at 11:37 AM
Tom Kerby; Tech Builders (via teleconference)
Raul Guzman; Tech Builders (via teleconference)
Jim O'Hara; Tech Builders (via teleconference)
Nancy Loew; Homeowner (via teleconference)

Call to Order A quorum of the Board was present, and the Directors confirmed their qualification to serve. Director Gabrielski noted that Director Reorda was absent with an excused absence. The meeting was called to order at 10:00 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 following a roll call vote was approved by unanimous vote of directors present.

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- Visitor Comments** Ms. Loew had concerns regarding the following topics:
- Will the 2021 budget cover the continuing replacement of trees plus needed replacement of shrubs, grass, and mulch? This is an ongoing project for years to come.
 - The contract with Brightview to eradicate noxious weeds does not include weeds along Mt. Gateway on the south side of Rex Road.
 - With COVID restrictions limiting occupancy at the Recreation Center, limits are now often reached as soon as reservations can be made.
 - Ms. Loew asked the total number of people allowed in the multi-purpose and gym areas with the current COVID restrictions.
 - When the District took over the management of the Recreation Center, several changes were made that affected the revenue of the Recreation Center Fund. Has the district considered going back to punch cards for residents and has the District considered applying to be a FLEX facility which could help make the Recreation Center Fund more healthy?
 - As the center of Meridian Ranch, the Recreation Center should be more than a gym and exercise classes. It should be a community activity center as well, bringing back potlucks, cards, camps during spring break, and more clubs and activities.

Approve Minutes The Board reviewed the November 4 and November 18, 2020 Board Minutes and a motion was made, and seconded to approve the minutes as presented. Following a roll call vote, the minutes were approved by unanimous vote of directors present.

Administrative Matters for 2021 Various Administrative Matters for 2021

Approve 2021 MSMD Holiday Schedule and 2021 Combined Boards Regular Meeting Schedule: A motion was made to approve the 2021 MSMD Holiday Schedule and 2021 Combined Boards Regular Meeting schedule. The motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Adopt Resolution No. MSMD 20-06 Concerning Annual Administrative Matters for 2021: A motion was made to adopt Resolution No. MSMD 20-06. The motion was seconded and following a roll call vote was approved by three of the four directors present. Director Gessner was unable to vote due to technical difficulties related to his audio connection.

Adopt Resolution No. MRMD 20-06 Concerning Annual Administrative Matters for 2021: A motion was made to adopt Resolution No. MRMD 20-06. The motion was seconded and following a roll call vote was approved by three of the four directors present. Director Gessner was

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unable to vote due to technical difficulties related to his audio connection.

Financial Items

MSMD Cash Position Summary and Financial Statements: Ms. Coe reviewed the cash position summary and monthly financial reports for October, 2020. A motion was made to accept the cash position summary and financial statements as presented. The motion was seconded and following a roll call vote was approved by unanimous vote of directors present after Director Gessner joined the meeting by GoToMeeting phone.

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

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

- MSMD Interim checks for ratification: 12668-12669 totaling \$4,458.76 and 12834-12853 totaling \$15,790.21
- MSMD: 12854-12901 totaling \$379,109.38
- MRMD: 02231-02235 totaling \$4,424.90

A motion was made to approve the MSMD payment of claims, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

A motion was made to approve the MRMD payment of claims, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Receive Finance Committee Report: Ms. Coe noted there was not a Finance Committee Meeting on November 24, 2020 as planned due to Director Gabrielski being out of town. Director Sauer and Director Reorda reviewed and signed the interim checks.

Conduct Public Hearing and Take Various Actions Related to Adoption of 2020 Amended Budgets and 2021 Budgets and 2021 Fee Schedule:

Staff Presentations on Budgets and Fee Schedule: Mr. Pelsler presented the Budget Message for all three Districts located on page 48 of the packet.

CRS Presentation of Proposed Amended 2020 MRMD Budgets, Proposed MRMD 2021 Budgets: The 2020 MRMD Budget did not have any amendments. There were no changes to the proposed MRMD 2021

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budget presented at the October meeting. There was no presentation by CRS.

Staff Presentation of Proposed Amended 2020 MSMD Budgets, Proposed MSMD 2021 Budgets and 2021 Fee Schedule: There was no staff presentation at this time due to Mr. Pelsner covering these items in his previous report.

Consider Proposed MRMD Budgets

Conduct Public Hearing on Proposed MRMD 2020 Budget Amendments and Proposed 2021 MRMD Budgets: There were no amendments needed for the MRMD 2020 Budget. A motion was made to open a public hearing for the proposed 2021 MRMD Budget, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present. There being no public testimony, a motion was made to close the public hearing, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Adopt Resolution MRMD 20-07 Adopting MRMD 2021 Budget and Certifying Mill Levies: A motion was made to adopt the MRMD 20-07 Resolution as corrected, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Consider Proposed MRMD 2018 Subdistrict Budgets

Conduct Public Hearing on Proposed MRMD 2018 Subdistrict 2020 Budget Amendments and Proposed 2021 MRMD 2018 Subdistrict Budget: There were no amendments needed for the MRMD 2018 Subdistrict 2020 Budget. A motion was made to open a public hearing for the proposed 2021 MRMD 2018 Subdistrict Budget, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present. There being no public testimony, a motion was made to close the public hearing, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Adopt Resolution MRMD 20-08 Adopting MRMD 2018 Subdistrict 2021 Budget and Certifying Mill Levies: A motion was made to adopt the MRMD 20-08 Resolution as corrected, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

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Consider Proposed MSMD Budget and Fees

Conduct Public Hearing on Proposed MSMD 2020 Budget Amendments, Proposed 2021 MSMD Budgets, and Proposed MSMD 2021 Fee Schedule: A motion was made to open a public hearing for the proposed 2021 MSMD 2020 Budget Amendments, proposed 2021 MSMD Budgets, and Proposed MSMD 2021 Fee Schedule, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present. There being no public testimony, a motion was made to close the public hearing, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Adopt Resolution MSMD 20-07 Adopting Amended MSMD 2020 Budget: A motion was made to adopt the MSMD 20-07 Resolution as corrected, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Adopt Resolution MSMD 20-08 Adopting MSMD 2021 Budget, Approving 2021 Fee Schedule, and Certifying Mill Levies: A motion was made to adopt the MSMD 20-08 Resolution as corrected, the motion was seconded and following a roll call vote was approved by unanimous vote of directors present.

Manager Items

Information Items:

MSMD Operations Reports: Mr. McCrory presented the water, sewer, parks and grounds, and drainage operation reports which included information from pages 90-91 of the Board Packet.

Mr. Kozlowski presented the Recreation Center Report to the Board which included information from page 92 of the Board Packet. Mr. Kozlowski also noted:

- Festival of Trees event raised \$7,400 for charities
- Cookies with Santa event will be available to only registered participants due to level red COVID restrictions
- Ms. Orth has been working diligently with Porchlink Media to ensure a smooth transition to the District for the newsletter. March, 2021 will be the first newsletter published by the District. Advertising will be on a first come first serve basis and the deadline will be the 12th of each month. The deadline to submit information for the newsletter will be the 20th of each month. Porchlink will supply the District with past advertising graphics and history for a nice transition. Mr. Kozlowski

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anticipates 8-12 hours each month to complete the monthly newsletter.

- The Rec Center will stay on top of the COVID restrictions and keep going

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

- Sick policy update for 2021 to include part time employees per new State regulations
- Hydro Resources mobilizing for drilling new wells 5,7,8
- Golf Course Weir Improvements project is substantially complete
- The Woodmen Hills Sewer Bypass project is off to a slow start

Action Items:

1. Ratify approval of Brightview extra work authorization for noxious weeds eradication as required by El Paso County, \$14,000

A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to approve the Brightview extra work authorization for \$14,000.

2. Consider Bids, Approve and Authorize President to Sign Construction Services Agreement with Lowest Responsive Responsible Bidder for Eastonville Raw Water Pipeline project

Mr. Pelsler reported there were seven qualified bidders. Wagner Construction, Inc was the lowest bidder at \$389,000. JDS Hydro, engineering consultants, reviewed the bids and recommends award to Wagner. A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to approve and authorize President to sign a Construction Services Agreement with Wagner Construction, Inc for \$389,000.

3. Approve and authorize President to sign Proposal from Ross Electric for installation of electric service for new Tuff-shed building at Guthrie Raw Water Midpoint Booster Pump Station (shared cost with WHMD), \$6,450

After discussion by the Board, there was no action taken and the Board directed staff to solicit additional bids to include residential electrical contractors.

4. Approve and authorize President to sign Professional Services Agreement with Lytle Water Solutions for performing groundwater well step-down tests on 14 wells, \$32,435

Mr. Pelsler reported that this testing has never been done to his knowledge and is a part of CIP Buildout Master Plan. This will be a wise

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investment in our system and will determine the mechanical condition of the wells and condition of the surrounding aquifer. Woodmen Hills will share in the cost of the Guthrie wells step down tests. A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to approve and authorize President to sign Professional Services Agreement with Lytle Water Solutions for \$32,435.

Developer Items

Mr. Guzman thanked the District, Staff, and Board of Directors for their work during this difficult COVID time.

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

- Meridian Ranch Sales are at an all-time high which shows Meridian Ranch is desirable due to homebuilders, district, maintenance, facilities, and amenities.
- Denver homebuilders have contacted GTL with an interest to build in Meridian Ranch. GTL is not selling lots to new builders as they feel we have the best in the State of Colorado.
- Rex Road will be extending to Eastonville Road over the next year.
- Grading is completed for Rolling Hills Ranch filings 1, 2 & 3 which includes 725 lots. Paving will begin in April for 272 lots and should be ready for homebuilders in August.
- Grading is completed for 16 lots in The Estates at Rolling Hills Ranch with paving to begin in the spring and ready for homebuilders in August.
- Regional Park will be expanding and adding 1 or 2 ball fields as well as a multipurpose field.
- Director Gabrielski asked Mr. Guzman to provide a map of the new Meridian Ranch areas above and include in the next board packet.

Director Items

Report from GM Selection Committee – Consider Recommendation for Appointment of General Manager

There have been 21 resumes and four interviews. Interviewing will continue.

Legal Items

A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to open an executive session pursuant to C.R.S. 24-6-402(4)(b): consult with and receive advice from legal counsel regarding legal issues related to arbitration with Cherokee Metropolitan District. A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to close the executive session. There was no reportable action.

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A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to open an executive session pursuant to C.R.S. 24-6-402(4)(b), (e) and (f) to discuss issues related to planning for 2021 General Manager position and role, and to receive legal advice and potentially develop negotiating positions regarding same. A motion was made, seconded and following a roll call vote was approved by unanimous vote of directors present to close the executive session. There was no reportable action.

Adjournment

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

The next regular meeting of the Boards is scheduled for January 6, 2021 at 10:00 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, CO 80831. This will be a virtual meeting conducted electronically due to the COVID-19 pandemic. The public may participate by telephone conference.

Respectfully submitted,

Secretary for the Meeting

**MERIDIAN SERVICE METROPOLITAN DISTRICT
CASH POSITION SUMMARY
For the Period Ended November 30, 2020
Adjusted as of December 30, 2020**

	CHECKING Wells Fargo
Account Activity Item Description	
Cash balance at end of period	\$ 6,712,217
December activity:	
Utility billing from residents	417,320
Recreation Center fees	1,456
Tap fees and meter fees (In)	563,200
Tap fees transferred to MRMD (Out)	(731,000)
Tap fees - Latigo Meter	-
Transfer from Meridian Ranch - IGA	-
Transfer from Meridian Ranch - CTF	-
AT&T, Falcon Freedom Days and reimbursements	2,045
Coronavirus Relief Fund Reimbursement	-
Transfer to payroll account	(165,000)
December checks and automatic payments	
Operations	(353,208)
Interest, fees and returned checks	(697)
Sub-total	6,446,333
January 6th checks (Estimate)	(650,000)
Adjusted balance	\$ 5,796,332
Restricted Funds to transfer:	
Rate Stabilization Fund	(700,000)
Conservation Trust Funds	90,616
Emergency Reserve	63,915
Emergency Sewer Reserve	(49,672)
Capital improvements	(3,763,130)
Adjusted Unrestricted Balance	\$ 1,438,060

**MERIDIAN SERVICE METROPOLITAN DISTRICT
CASH POSITION RECONCILED TO GENERAL LEDGER
CASH POSITION SUMMARY
For the Period Ended November 30, 2020
Adjusted as of December 30, 2020**

Account Activity Item Description	Checking Wells Fargo	Payroll Wells Fargo	Petty Cash	INVESTMENTS ColoTrust Plus					TOTAL ALL ACCOUNTS
				Conservation Trust Funds	5% Reserve	Sewer Reserve (\$2)	Capital Improvements	Project Funds	
Cash balance at end of period	6,712,217	71,352	401	158,221	1,596,054	278,543	305,875	3,915,283	13,037,945
December activity:									
Utility billing from residents	417,320	-	-	-	-	-	-	-	417,320
Recreation Center fees	1,456	-	-	-	-	-	-	-	1,456
Tap fees and meter fees (In)	563,200	-	-	-	-	-	-	-	563,200
Tap fees transferred to MRMD (Out)	(731,000)	-	-	-	-	-	-	-	(731,000)
Tap fees - Latigo Meter	-	-	-	-	-	-	-	-	-
Transfer from Meridian Ranch - IGA	-	-	-	-	-	-	-	-	-
Transfer from Meridian Ranch - CTF	-	-	-	-	-	-	-	-	-
AT&T, Falcon Freedom Days and reimbursements	2,045	-	-	-	-	-	-	-	2,045
Coronavirus Relief Fund Reimbursement	-	-	-	-	-	-	-	-	-
Transfer to payroll account	(165,000)	165,000	-	-	-	-	-	-	-
Reserve transfers	-	-	-	-	-	-	-	-	-
December checks and automatic payments									
Operations	(353,208)	(164,725)	-	-	-	-	-	-	(517,933)
Capital improvements	-	-	-	-	-	-	-	-	-
Interest, fees and returned checks	(697)	-	-	-	-	-	-	-	(697)
Sub-total	6,446,333	71,627	401	158,221	1,596,054	278,543	305,875	3,915,283	12,772,336
January 6th checks (Estimate)	(650,000)	-	-	-	-	-	-	-	(650,000)
Adjusted balance	5,796,332	71,627	401	158,221	1,596,054	278,543	305,875	3,915,283	12,122,336
Less restricted funds:									
Rate Stabilization Fund	(700,000)	-	-	-	-	-	-	-	(700,000)
Wells Fargo Payroll Account	-	(71,627)	-	-	-	-	-	-	(71,627)
Petty Cash	-	-	(401)	-	-	-	-	-	(401)
Conservation Trust Funds	90,616	-	-	(158,221)	-	-	-	-	(67,605)
5% Reserve Fund	63,915	-	-	-	(1,596,054)	-	-	-	(1,532,139)
Sewer Reserve Fund	(49,672)	-	-	-	-	(278,543)	-	-	(328,215)
Capital improvements	-	-	-	-	-	-	(305,875)	-	(305,875)
Project Funds	(3,763,130)	-	-	-	-	-	-	(3,915,283)	(7,678,413)
Unrestricted cash balance	\$ 1,438,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,438,060

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 Eleven Months Ended November 30, 2020

	Month of Nov 2020	YTD Actual	Adopted 2020 Budget	Variance Over (Under) Budget	% of Budget (91.7% YTD)
REVENUES					
General Revenue - Fund 10	\$2,849	\$254,056	\$257,150	(\$3,094)	98.8%
Parks/Grounds Revenue - Fund 15	87,432	908,302	963,983	(55,681)	94.2%
Rec Center Revenue - Fund 16	141,648	1,516,252	1,717,287	(201,035)	88.3%
Water Revenue - Fund 40	199,297	2,765,551	3,125,312	(359,761)	88.5%
Sewer Revenue - Fund 50	1,355,283	4,165,203	3,183,325	981,878	130.8%
Billing Fees	3,645	59,785	34,700	25,085	172.3%
Grant Revenue	4,325	42,863	57,500	(14,637)	74.5%
Interest Income	701	74,538	43,600	30,938	171.0%
Miscellaneous Income	-	6,861	5,430	1,431	126.3%
TOTAL REVENUES	1,795,180	9,793,410	9,388,287	405,123	104.3%
EXPENSES					
Total Fund & General Expenses					
General & Admin. Expense	118,107	1,169,124	1,210,420	(41,296)	96.6%
Personnel Expenses	136,375	1,518,374	1,672,536	(154,162)	90.8%
Parks/Grounds Expense - Fund 15	15,164	385,660	552,335	(166,675)	69.8%
MRRC Expense - Fund 16	14,488	261,864	376,100	(114,236)	69.6%
Water Expense - Fund 40	16,958	799,807	861,500	(61,693)	92.8%
Sewer Expense - Fund 50	83,660	589,558	660,970	(71,412)	89.2%
General Operating Expenses	77,693	825,063	936,490	(111,427)	88.1%
TABOR Emergency Reserve 3%	-	-	8,258	(8,258)	-
TOTAL Total Fund & General Expenses	462,445	5,549,451	6,278,609	(729,158)	88.4%
Capital Expenses					
Capital Expense - Other	1,743	7,360	60,000	(52,640)	12.3%
Capital Expense P&G Fund 15	-	300,000	300,000	-	100.0%
Capital Expense MRRC Fund 16	-	3,159	3,200	(41)	98.7%
Capital Expense Water Fund 40	57,813	1,334,533	1,790,000	(455,467)	74.6%
Capital Expense Sewer Fund 50	382	258,516	393,000	(134,484)	65.8%
Capital Outlay - Vehicle	-	154,029	154,000	29	100.0%
TOTAL Capital Expenses	59,938	2,057,596	2,700,200	(642,604)	76.2%
TOTAL EXPENSES	522,383	7,607,047	8,978,809	(1,371,762)	84.7%
EXCESS REVENUES OVER (UNDER) EXPENSES	1,272,797	2,186,363	409,478	1,776,885	
Other Financing Sources (Uses)					
Tap Fees Received	493,000	5,430,000	5,039,000	391,000	107.8%
Tap Fees Transferred to MRMD	(102,000)	(4,879,000)	(4,879,000)	-	100.0%
Transfer from (to) MRMD	-	4,184,000	4,184,000	-	100.0%
Transfer from (to) Other Funds	(2,746)	(110,685)	(111,734)	1,049	99.1%
Emergency Reserve (5%)	(11,342)	(40,692)	(52,034)	11,342	78.2%
Emergency Reserve (\$2) - Sewer	5,754	59,710	63,768	(4,058)	93.6%
Rate Stabilization Reserve	8,333	91,667	100,000	(8,333)	91.7%
TOTAL Other Financing Sources (Uses)	391,000	4,735,000	4,344,000	391,000	109.0%
NET CHANGE IN FUND BALANCE	\$1,663,797	\$6,921,363	\$4,753,478	\$2,167,885	
BEGINNING FUND BALANCE**		7,497,671			
ENDING FUND BALANCE		<u>\$14,419,034</u>			
Operating Capital Fund Balance		11,857,644			
Emergency Reserve Fund Balance 5%		1,543,481			
Sewer Reserve Fund Balance \$2		326,242			
Rate Stabilization Fund Balance		691,667			
Total Fund Balance		<u>\$14,419,034</u>			

Meridian Service Metropolitan District
Statement of Revenues, Expenses and Change in Fund Balance
Budget vs. Actual - Accrual Basis
General Fund
For the One Month and Eleven Months Ended November 30, 2020

	Month of Nov 2020	YTD Actual	Adopted 2020 Budget	Variance Over (Under) Budget	% of Budget (91.7% YTD)
REVENUES					
IGA - Meridian Ranch	-	\$220,000	\$220,000	-	100.0%
AT&T Lease	1,445	15,890	17,350	(1,460)	91.6%
Newsletter Contrib.	400	4,800	4,800	-	100.0%
Interest Income	179	11,199	11,500	(301)	97.4%
MSMD Office Sub-Lease	1,005	13,366	15,000	(1,634)	89.1%
Grant Revenue	2,005	13,413	18,000	(4,587)	74.5%
TOTAL REVENUES	5,033	278,668	286,650	(7,982)	97.2%
EXPENSES					
Accounting	34	939	1,300	(361)	72.2%
Audit	-	29,149	29,250	(102)	99.7%
Payroll & HR Services	3,422	37,762	41,000	(3,238)	92.1%
Election Expense	-	4,622	5,000	(378)	92.4%
Engineering/Consulting	55	538	600	(62)	89.6%
Legal	4,523	69,407	70,000	(593)	99.2%
Personnel Expenses	1,222	14,301	17,100	(2,799)	83.6%
Copier - Contract Expenses	8	2,996	3,500	(504)	85.6%
IT/Computer/Software	(1,940)	2,630	3,500	(870)	75.1%
Rent - Shared	3,549	38,826	42,500	(3,674)	91.4%
Telephone & Internet	43	476	525	(49)	90.7%
Telephone & Internet - Shared	725	6,673	7,500	(827)	89.0%
Utilities - Shared	491	5,387	6,500	(1,113)	82.9%
Supplies	32	752	1,000	(248)	75.2%
Licenses,Certs & Memberships	-	247	500	(253)	49.4%
Subscriptions	-	603	700	(97)	86.1%
Bank Charges	29	425	500	(75)	85.0%
Public Information	2,766	32,189	35,100	(2,911)	91.7%
Meals & Entertainment	-	95	200	(105)	47.7%
Miscellaneous Expense	-	35	1,000	(965)	3.5%
COVID Expense	400	5,935	8,000	(2,065)	74.2%
Customer Refunds Tracking	-	63	-	63	-
Insurance	226	2,491	2,750	(259)	90.6%
Vehicle, Equipment & Travel	84	1,330	1,500	(170)	88.7%
TABOR Emergency Reserve 3%	-	-	8,258	(8,258)	-
TOTAL EXPENSES	15,671	257,872	287,783	(29,911)	89.6%
NET CHANGE IN FUND BALANCE	(\$10,637)	\$20,796	(\$1,133)	\$21,929	
BEGINNING FUND BALANCE**		59,316			
ENDING FUND BALANCE		\$80,112			

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 Eleven Months Ended November 30, 2020

	Month of Nov 2020	YTD Actual	Adopted 2020 Budget	Variance Over (Under) Budget	% of Budget (91.7% YTD)
REVENUES					
Parks & Grounds Fees	\$73,374	\$762,140	\$806,996	(\$44,856)	94.4%
Street Lighting Fees	14,058	146,162	156,987	(10,825)	93.1%
Billing Fees	911	14,946	-	14,946	-
Grant Revenue	-	22,425	37,000	(14,575)	60.6%
Interest Income	18	1,131	-	1,131	-
Miscellaneous Income	-	514	-	514	-
TOTAL REVENUES	88,361	947,318	1,000,983	(53,665)	94.6%
EXPENSES					
General & Admin. Expense					
Accounting	136	3,907	6,000	(2,094)	65.1%
Customer Billing Services	943	9,930	14,200	(4,270)	69.9%
Engineering/Consulting	219	3,726	3,500	226	106.5%
Legal	-	390	2,500	(2,110)	15.6%
Personnel Expenses	15,924	137,951	159,828	(21,877)	86.3%
General Operations - Admin	338	5,743	4,500	1,243	127.6%
TOTAL General & Admin. Expense	17,559	161,647	190,528	(28,881)	84.8%
Operating Expense					
Landscape Repair & Maint.	12,988	324,944	411,835	(86,891)	78.9%
Hardscape Repair & Maint.	-	48,123	55,500	(7,377)	86.7%
Park Maint.	1,297	11,133	55,000	(43,867)	20.2%
Pond Maint.	878	1,460	30,000	(28,540)	4.9%
Utilities	9,119	147,627	155,530	(7,903)	94.9%
Insurance	920	10,333	12,000	(1,668)	86.1%
Recoverable Expenses	-	-	2,000	(2,000)	-
Vehicle, Equipment & Travel	521	8,595	9,000	(405)	95.5%
TOTAL Operating Expense	25,723	552,214	730,865	(178,651)	75.6%
Capital Outlay - Vehicle	-	18,634	19,000	(366)	98.1%
TOTAL EXPENSES	43,283	732,495	940,393	(207,898)	77.9%
EXCESS REVENUES OVER (UNDER) EXPENSES	45,078	214,823	60,590	154,233	
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) Capital	(145,995)	(637,984)	(783,978)	145,995	81.4%
Transfer from (to) Sewer Fund	187,500	562,500	750,000	(187,500)	75.0%
Transfer from (to) Emer Reserve	23,842	178,192	202,034	(23,842)	88.2%
Transfer from (to) Rate Stabil	(833)	(9,167)	(10,000)	833	91.7%
TOTAL Transfer from (to) Other Funds	64,514	93,542	158,056	(64,514)	59.2%
Emergency Reserves					
Emergency Reserve (5%)	(23,842)	(178,192)	(202,034)	23,842	88.2%
Rate Stabilization Reserve	833	9,167	10,000	(833)	91.7%
TOTAL Emergency Reserves	(23,009)	(169,026)	(192,034)	23,009	88.0%
TOTAL Other Financing Sources (Uses)	41,506	(75,484)	(33,978)	(41,506)	222.2%
NET CHANGE IN FUND BALANCE	\$86,584	\$139,340	\$26,612	\$112,728	
BEGINNING FUND BALANCE**		150,488			
ENDING FUND BALANCE		\$289,828			
Operating Capital Fund Balance		111,815			
Emergency Reserve Fund Balance 5%		168,846			
Rate Stabilization Fund Balance		9,167			
Total Fund Balance		\$289,828			

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 Eleven Months Ended November 30, 2020

	Month of Nov 2020	YTD Actual	Adopted 2020 Budget	Variance	% of Budget (91.7% YTD)
				Over (Under) Budget	
REVENUES					
Recreation Center Service Fees	\$139,910	\$1,452,107	\$1,570,287	(\$118,180)	92.5%
Fee Based Programming	1,553	46,552	112,000	(65,448)	41.6%
MRRC Concession Sales	185	1,293	-	1,293	-
Falcon Freedom Days Revenue	-	16,300	35,000	(18,700)	46.6%
Billing Fees	911	14,946	-	14,946	-
Grant Revenue	2,201	5,473	-	5,473	-
Miscellaneous Income	-	917	-	917	-
TOTAL REVENUES	144,760	1,537,588	1,717,287	(179,699)	89.5%
EXPENSES					
General & Admin. Expense					
Accounting	225	6,468	11,000	(4,532)	58.8%
Customer Billing Services	1,517	15,982	23,000	(7,018)	69.5%
Engineering/Consulting	361	3,947	5,200	(1,253)	75.9%
Legal	-	1,276	5,000	(3,725)	25.5%
Personnel Expenses	64,855	750,979	788,908	(37,929)	95.2%
General Operations - Admin	4,125	40,519	37,150	3,369	109.1%
TOTAL General & Admin. Expense	71,082	819,171	870,258	(51,087)	94.1%
Operating Expense					
Programming Supplies	5,952	55,917	52,300	3,617	106.9%
Building Maint.	6,023	83,317	134,500	(51,183)	61.9%
Grounds Maint.	-	1,056	2,000	(944)	52.8%
Pool Maint.	1,071	43,760	76,500	(32,740)	57.2%
MRRC Security	80	4,157	5,800	(1,643)	71.7%
Exercise Equip. & Furn.-Replace	-	39,889	40,000	(111)	99.7%
MR Community Events	1,363	6,032	15,000	(8,968)	40.2%
Falcon Freedom Days Expenses	-	27,735	50,000	(22,265)	55.5%
Utilities	12,786	124,649	175,710	(51,061)	70.9%
Insurance	1,475	16,654	17,000	(346)	98.0%
Vehicle, Equipment & Travel	56	1,607	5,000	(3,393)	32.1%
TOTAL Operating Expense	28,805	404,774	573,810	(169,036)	70.5%
Capital Outlay - Vehicle					
	-	22,948	22,000	948	104.3%
TOTAL EXPENSES	99,887	1,246,893	1,466,068	(219,175)	85.1%
EXCESS REVENUES OVER (UNDER) EXPENSES	44,873	290,695	251,219	39,476	
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) Capital	(28,250)	(184,750)	(213,000)	28,250	86.7%
Transfer from (to) Rate Stabil	(833)	(9,167)	(10,000)	833	91.7%
TOTAL Transfer from (to) Other Funds	(29,083)	(193,917)	(223,000)	29,083	87.0%
Emergency Reserves					
Rate Stabilization Reserve	833	9,167	10,000	(833)	91.7%
TOTAL Emergency Reserves	833	9,167	10,000	(833)	91.7%
TOTAL Other Financing Sources (Uses)	(28,250)	(184,750)	(213,000)	28,250	86.7%
NET CHANGE IN FUND BALANCE	\$16,623	\$105,945	\$38,219	\$67,726	
BEGINNING FUND BALANCE**		329,503			
ENDING FUND BALANCE		<u>\$435,448</u>			
Operating Capital Fund Balance		316,703			
Emergency Reserve Fund Balance 5%		109,578			
Rate Stabilization Fund Balance		<u>9,167</u>			
Total Fund Balance		\$435,448			

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 Eleven Months Ended November 30, 2020

	Month of Nov 2020	YTD Actual	Adopted 2020 Budget	Variance Over (Under) Budget	% of Budget (91.7% YTD)
REVENUES					
IGA Shared Water Cost Reimb.	-	\$3,473	\$180,000	(\$176,527)	1.9%
IGA Shared Sewer Cost Reimb.	-	1,860	89,200	(87,340)	2.1%
Interest Income	473	30,166	-	30,166	-
TOTAL REVENUES	473	35,500	269,200	(233,700)	13.2%
EXPENSES					
General & Admin. Expense					
Legal	-	-	2,000	(2,000)	-
TOTAL General & Admin. Expense	-	-	2,000	(2,000)	-
Capital Expense - Other					
Build-Out CIP & Funding Plan	1,743	7,360	60,000	(52,640)	12.3%
TOTAL Capital Expense - Other	1,743	7,360	60,000	(52,640)	12.3%
Capital Expense - Fund 15					
3rd Const & Acq-Winding Walk	-	300,000	300,000	-	100.0%
TOTAL Capital Expense - Fund 15	-	300,000	300,000	-	100.0%
Capital Expense - Fund 16					
Parking Lot Pavement	-	3,159	3,200	(41)	98.7%
TOTAL Capital Expense - Fund 16	-	3,159	3,200	(41)	98.7%
Capital Expense - Fund 40					
Well Site #6	875	937,030	1,100,000	(162,970)	85.2%
Guthrie Well Area B & Line Exp	-	5,372	50,000	(44,628)	10.7%
Guthrie Well LFH-2 Rehab	-	69,726	70,000	(274)	99.6%
Purchase WHMD 2.0 MG Water Tank	-	-	200,000	(200,000)	-
ACGC Weir Improvements	37,869	222,478	240,000	(17,522)	92.7%
Well Site No. 5, 7 & 8	16,147	94,811	100,000	(5,189)	94.8%
Eastonville Raw Water Pipeline	2,921	5,115	30,000	(24,885)	17.0%
TOTAL Capital Expense - Fund 40	57,813	1,334,533	1,790,000	(455,467)	74.6%
Capital Expense - Fund 50					
Lift Station 2020 Improvements	382	224,262	245,000	(20,738)	91.5%
Woodmen Hills Sewer Bypass	-	34,254	100,000	(65,746)	34.3%
TDS Treatment at Cherokee	-	-	48,000	(48,000)	-
TOTAL Capital Expense - Fund 50	382	258,516	393,000	(134,484)	65.8%
TOTAL EXPENSES	59,938	1,903,568	2,548,200	(644,632)	74.7%
EXCESS REVENUES OVER (UNDER) EXPENSES	(59,465)	(1,868,068)	(2,279,000)	410,932	
Other Financing Sources (Uses)					
Transfer from (to) Other Funds					
Transfer from (to) MRMD	-	4,184,000	4,184,000	-	100.0%
Transfer from (to) P&G Fund	145,995	637,984	783,978	(145,995)	81.4%
Transfer from (to) Rec Fund	28,250	184,750	213,000	(28,250)	86.7%
Transfer from (to) Water Fund	80,333	883,667	964,000	(80,333)	91.7%
Transfer from (to) Sewer Fund	91,667	1,008,333	1,100,000	(91,667)	91.7%
TOTAL Transfer from (to) Other Funds	346,245	6,898,734	7,244,978	(346,245)	95.2%
TOTAL Other Financing Sources (Uses)	346,245	6,898,734	7,244,978	(346,245)	95.2%
NET CHANGE IN FUND BALANCE	\$286,779	\$5,030,665	\$4,965,978	\$64,687	
BEGINNING FUND BALANCE**		2,572,890			
ENDING FUND BALANCE		<u><u>\$7,603,555</u></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 Eleven Months Ended November 30, 2020

	Month of Nov 2020	YTD Actual	Adopted 2020 Budget	Variance Over (Under) Budget	% of Budget (91.7% YTD)
REVENUES					
Water Service Fees - Res.	\$162,092	\$2,189,090	\$2,294,915	(\$105,825)	95.4%
Water Service Fees - Comm.	10,544	135,503	134,520	983	100.7%
Meter Set Fees	17,400	201,463	235,817	(34,355)	85.4%
Irrigation	9,677	226,272	240,395	(14,124)	94.1%
UB - Water Adjustments	(416)	(6,715)	8,400	(15,115)	
IGA Shared Water Cost Reimb.	-	16,465	31,265	(14,800)	52.7%
Billing Fees	911	14,946	17,350	(2,404)	86.1%
Grant Revenue	119	356	500	(144)	71.3%
Miscellaneous Income	-	3,382	3,380	2	100.1%
TOTAL REVENUES	200,327	2,780,762	2,966,542	(185,780)	93.7%
EXPENSES					
General & Admin. Expense					
Accounting	559	16,209	17,000	(791)	95.3%
Customer Billing Services	3,687	38,847	42,000	(3,153)	92.5%
Engineering/Consulting	4,970	49,341	47,350	1,991	104.2%
Legal	585	10,674	10,700	(26)	99.8%
Personnel Expenses	29,339	334,233	383,250	(49,017)	87.2%
General Operations - Admin	2,083	16,143	17,400	(1,257)	92.8%
TOTAL General & Admin. Expense	41,223	465,447	517,700	(52,253)	89.9%
Operating Expense					
Water Operations	15,452	250,046	279,500	(29,454)	89.5%
WHMD - Guthrie - Shared	1,506	12,684	15,000	(2,316)	84.6%
Non-Potable Water	-	205	500	(295)	41.0%
Non-Potable Water - Shared	-	23,691	35,000	(11,309)	67.7%
WHMD Water Treatment & Supply	-	29,879	60,000	(30,121)	49.8%
Emergency Water Supply	-	71,404	71,500	(96)	99.9%
Tank Cleaning Maint.	-	411,898	400,000	11,898	103.0%
Utilities	44,385	403,887	436,000	(32,113)	92.6%
Insurance	3,692	40,880	44,600	(3,720)	91.7%
Vehicle, Equipment & Travel	341	8,542	10,000	(1,458)	85.4%
TOTAL Operating Expense	65,376	1,253,116	1,352,100	(98,984)	92.7%
Capital Outlay - Vehicle	-	28,634	29,000	(366)	98.7%
TOTAL EXPENSES	106,599	1,747,197	1,898,800	(151,603)	92.0%
EXCESS REVENUES OVER (UNDER) EXPENSES	93,729	1,033,566	1,067,742	(34,176)	
Other Financing Sources (Uses)					
Tap & Transfers from (to) Other Funds					
Tap Fees Received	246,500	2,715,000	2,519,500	195,500	107.8%
Tap Fees Transferred to MRMD	(51,000)	(2,439,500)	(2,439,500)	-	100.0%
Transfer from (to) Capital	(80,333)	(883,667)	(964,000)	80,333	91.7%
Transfer from (to) Emer Reserve	(12,500)	(137,500)	(150,000)	12,500	91.7%
Transfer from (to) Rate Stabil	(3,333)	(36,667)	(40,000)	3,333	91.7%
TOTAL Tap & Transfers from (to) Other Funds	99,333	(782,333)	(1,074,000)	291,667	72.8%
Emergency Reserves					
Emergency Reserve (5%)	12,500	137,500	150,000	(12,500)	91.7%
Rate Stabilization Reserve	3,333	36,667	40,000	(3,333)	91.7%
TOTAL Emergency Reserves	15,833	174,167	190,000	(15,833)	91.7%
TOTAL Other Financing Sources (Uses)	115,167	(608,167)	(884,000)	275,833	68.8%
NET CHANGE IN FUND BALANCE	\$208,895	\$425,399	\$183,742	\$241,657	
BEGINNING FUND BALANCE**		2,427,743			
ENDING FUND BALANCE		<u>\$2,853,142</u>			
Operating Capital Fund Balance		1,813,222			
Emergency Reserve Fund Balance 5%		703,253			
Rate Stabilization Fund Balance		336,667			
Total Fund Balance		<u>\$2,853,142</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 Eleven Months Ended November 30, 2020

	Month of Nov 2020	YTD Actual	Adopted 2020 Budget	Variance Over (Under) Budget	% of Budget (91.7% YTD)
REVENUES					
Sewer Fees - Res.	\$133,890	\$1,390,033	\$1,498,000	(\$107,967)	92.8%
Sewer Fees - Comm.	1,923	33,685	36,125	(2,440)	93.2%
Sterling Ranch Revenue	1,219,470	2,679,452	1,460,000	1,219,452	183.5%
IGA Shared Sewer Cost Reimb.	-	60,172	100,000	(39,828)	60.2%
Billing Fees	911	14,946	17,350	(2,404)	86.1%
Grant Revenue	-	1,194	2,000	(806)	59.7%
Interest Income	31	32,042	32,100	(58)	99.8%
Miscellaneous Income	-	2,049	2,050	(1)	99.9%
TOTAL REVENUES	1,356,226	4,213,574	3,147,625	1,065,949	133.9%
EXPENSES					
General & Admin. Expense					
Accounting	544	15,601	17,000	(1,399)	91.8%
Customer Billing Services	3,590	37,822	40,870	(3,048)	92.5%
Engineering/Consulting	24,035	186,202	210,000	(23,798)	88.7%
Legal	53,606	452,459	420,000	32,459	107.7%
Personnel Expenses	25,035	280,910	323,450	(42,540)	86.8%
General Operations - Admin	2,447	14,190	15,875	(1,685)	89.4%
TOTAL General & Admin. Expense	109,257	987,184	1,027,195	(40,011)	96.1%
Operating Expense					
Sewer Operations	64,194	368,938	400,000	(31,062)	92.2%
Lift Station Operations	11,668	146,040	164,170	(18,130)	89.0%
Lift Station Operations-Shared	7,798	74,580	96,800	(22,220)	77.0%
Utilities	(96)	4,003	4,700	(697)	85.2%
Insurance	3,594	40,163	45,000	(4,837)	89.3%
Vehicle, Equipment & Travel	590	14,304	15,700	(1,396)	91.1%
TOTAL Operating Expense	87,749	648,027	726,370	(78,343)	89.2%
Capital Outlay - Vehicle	-	83,812	84,000	(188)	99.8%
TOTAL EXPENSES	197,006	1,719,023	1,837,565	(118,542)	93.5%
EXCESS REVENUES OVER (UNDER) EXPENSES	1,159,220	2,494,552	1,310,060	1,184,492	
Other Financing Sources (Uses)					
Tap & Transfers from (to) Other Funds					
Tap Fees Received	246,500	2,715,000	2,519,500	195,500	107.8%
Tap Fees Transferred to MRMD	(51,000)	(2,439,500)	(2,439,500)	-	100.0%
Transfer from (to) P&G Fund	(187,500)	(562,500)	(750,000)	187,500	75.0%
Transfer from (to) Capital	(91,667)	(1,008,333)	(1,100,000)	91,667	91.7%
Transfer from (to) Emer. (\$2)	(5,754)	(59,710)	(63,768)	4,058	93.6%
Transfer from (to) Rate Stabil	(3,333)	(36,667)	(40,000)	3,333	91.7%
TOTAL Tap & Transfers from (to) Other Func	(92,754)	(1,391,710)	(1,873,768)	482,058	74.3%
Emergency Reserves					
Emergency Reserve (\$2) - Sewer	5,754	59,710	63,768	(4,058)	93.6%
Rate Stabilization Reserve	3,333	36,667	40,000	(3,333)	91.7%
TOTAL Emergency Reserves	9,087	96,377	103,768	(7,391)	92.9%
TOTAL Other Financing Sources (Uses)	(83,667)	(1,295,333)	(1,770,000)	474,667	73.2%
NET CHANGE IN FUND BALANCE	\$1,075,553	\$1,199,218	(\$459,940)	\$1,659,158	
BEGINNING FUND BALANCE**		1,957,731			
ENDING FUND BALANCE		<u>\$3,156,949</u>			
Operating Capital Fund Balance		1,932,237			
Emergency Reserve Fund Balance 5%		561,804			
Sewer Reserve Fund Balance \$2		326,242			
Rate Stabilization Fund Balance		336,667			
Total Fund Balance		<u>\$3,156,949</u>			

Meridian Service Metropolitan District Vendor Check Register Report Interim Checks to Ratify

Accrual Basis

Date	Num	Name	Amount
1000100 - Wells Fargo - Operating			
12/22/2020	12902	The Shops at Meridian Ranch, LLC	-9,771.60
12/22/2020	12903	Badger Meter	-163.12
12/22/2020	12904	CenturyLink - FP & LS	-230.66
12/22/2020	12905	CenturyLink - FP & LS	-263.17
12/22/2020	12906	Cherokee MD	-17,045.41
12/22/2020	12907	Cherokee MD	-20,416.83
12/22/2020	12908	Comcast	-525.16
12/22/2020	12909	Comcast	-407.59
12/22/2020	12910	El Paso County Public Health	-189.00
12/22/2020	12911	Every Child's Santa	-600.00
12/22/2020	12912	HelloSpoke	-688.19
12/22/2020	12913	O'Reilly Automotive	-105.55
12/22/2020	12914	Safeway	-1,536.04
12/22/2020	12915	TIAA Commercial Finance, Inc	-181.00
12/22/2020	12916	Treatment Technology	-975.00
12/22/2020	12917	USA BlueBook	-368.57
12/22/2020	12918	Utility Notification Center of Colorado	-533.42
12/22/2020	12919	Verizon Wireless	-249.76
12/22/2020	12920	VertiCloud Networks LLC	-2,374.89
12/22/2020	12921	Waste Management of Colorado Springs	-410.59
12/22/2020	12922	Waxie Sanitary Supply	-1,376.40
TOTAL CHECKS	21		<u>-58,411.95</u>

Meridian Service Metropolitan District Vendor Check Register Report January 6, 2021

Accrual Basis

Date	Num	Name	Amount
1000100 - Wells Fargo - Operating			
01/06/2021	12923	A-Mark Stamps/Budget Sign	-381.50
01/06/2021	12924	American Portable Services Inc.	-294.00
01/06/2021	12925	Aqueous Solution Inc.	-1,151.46
01/06/2021	12926	Ashley Esch	-138.33
01/06/2021	12927	Axis Business Technologies	-164.78
01/06/2021	12928	Badger Meter	-0.50
01/06/2021	12929	Barnard Structures, Inc.	-34,488.10
01/06/2021	12930	BrightView Landscape Services Inc.	-6,999.00
01/06/2021	12931	Browns Hill Engineering & Controls, LLC	-1,965.00
01/06/2021	12932	Carlson, Hammond & Paddock, LLC	-800.00
01/06/2021	12933	CEBT Payments	-10,803.63
01/06/2021	12934	Colorado Analytical Lab	-296.08
01/06/2021	12935	CRS Community Resource Services	-11,235.00
01/06/2021	12936	Deawne Maddox	-19.62
01/06/2021	12937	Grainger	-1,737.38
01/06/2021	12938	Hach	-356.67
01/06/2021	12939	Hobby Lobby	-296.08
01/06/2021	12940	Home Depot Credit Services	-2,177.15
01/06/2021	12941	JDS-Hydro Consultants, Inc.	-28,801.19
01/06/2021	12942	John Deere Financial	-408.57
01/06/2021	12943	Johnson Controls Security Solutions	-2,313.70
01/06/2021	12944	Landmark Plumbing	-1,911.23
01/06/2021	12945	LONG Building Technologies	-3,566.00
01/06/2021	12946	Lytle Water Solutions, LLC	-17,749.41
01/06/2021	12947	Mug-A-Bug Pest Control	-58.00
01/06/2021	12948	MVEA	-14,839.00
01/06/2021	12949	O'Reilly Automotive	-53.97
01/06/2021	12950	Rampart Supply Inc.	-662.46
01/06/2021	12951	Ross Electric-Enterprise, Inc.	-569.05
01/06/2021	12952	Shops at Meridian Ranch, LLC	-66.84
01/06/2021	12953	Spencer Fane LLP	-57,913.59
01/06/2021	12954	Starfish Aquatics Institute	-129.00
01/06/2021	12955	Tech Builders Inc	-3,652.50
01/06/2021	12956	Thatcher Company, Inc	-10,685.98
01/06/2021	12957	The Transcript	-10.12
01/06/2021	12958	TIAA Commercial Finance, Inc	-187.00
01/06/2021	12959	USA BlueBook	-143.73
01/06/2021	12960	VertiCloud Networks LLC	-35.06
01/06/2021	12961	White Sands Water Engineers, Inc.	-14,405.00
TOTAL CHECKS	39		TOTAL AMOUNT OF CHECKS
			-231,465.68

Payroll Transactions: 12/1 - 12/31/2020
 BOD Payroll: \$430.60
 Service Charge: \$29.50
 Bi-weekly Payroll (3+bonus): \$225,833.26
EE Screening & Stratustime: (\$766.07)
 Total: \$225,527.29

Ranges: From: To: From: To:
 Check Number First Last Check Date 1/6/2021 1/6/2021
 Vendor ID First Last Checkbook ID First Last
 Vendor Name First Last

Sorted By: Vendor Name

* Voided Checks

Check Number	Vendor ID	Vendor Check Name	Check Date	Checkbook ID	Audit Trail Code	Amount
02236	CRS	CRS of Colorado	1/6/2021	WF CHECKING	PMCHK00000243	\$1,672.00
02237	FENTON	Michael J Fenton	1/6/2021	WF CHECKING	PMCHK00000243	\$92.35
02238	GABRIELSKI	MILTON B. GABRIELSKI	1/6/2021	WF CHECKING	PMCHK00000243	\$92.35
02239	SPENCERFANEBRIT	Spencer Fane LLP	1/6/2021	WF CHECKING	PMCHK00000243	\$78.00
02240	SAUER	Thomas G. Sauer	1/6/2021	WF CHECKING	PMCHK00000243	\$92.35
02241	GESSNER	William Gessner	1/6/2021	WF CHECKING	PMCHK00000243	\$92.35

Total Checks: 6
 Total Amount of Checks: \$2,119.40
 =====



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

DATE: December 22, 2020
TO: MSMD Board of Directors
RE: Finance Committee Report

The Board's Finance Committee (Directors Gabrielski and Sauer) were scheduled to meet with Jennette Coe, AFS Manager and David Pelsler, General Manager, on Tuesday, December 22, 2020, however due to a lack of items to review and discuss the meeting was cancelled. The December interim checks were reviewed and signed by Butch Gabrielski and Tom Sauer.

Submitted by:

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

Milton B. Gabrielski, Finance Committee Chair

MSMD Operations Report for December 2020

As December ended, water operations staff wrapped up fourth quarter sampling. Well drilling at well site #5 continued making good progress with only a few minor break downs. Well site #8 drill rig ran into some mechanical and personnel issues which have affected drilling progress but expected to be resolved shortly. The raw water line connecting the new well sites is expected to begin after the first of the year. Mid-Point building approval process continues. Following Board direction, I contacted additional electric contractors for price comparison of electrical improvements to the mid-point building. Five electrical contractors have been contacted, see below for expected cost (if available)

1. Ross Electric - \$6,450
2. American Electric - \$5,570
3. D&J Electric – quote still pending, contacted a couple of times
4. Wire Nut Electric – building needs to be built to quote
5. ARCI – quote pending, contacted last week in Dec should be first week in January

Upon receipt of the ARCI Electric quote is received, staff will provide a contractor recommendation, subject to Board approval.

Non-potable water has been uneventful until the end of December, which one of the aerators began tripping the breaker frequently. A status update will be provided once the aerator has been diagnosed and repair may be deferred until spring. Weir improvements are completed ready for water and final payment approval.

Monthly underdrain flow rate inspections were taken on 12-22-20, none were in overflow, routine monitoring only.

After the Christmas lights were hung with care, staff then completed silt removal in the big pond near the high school. Additional repair work is needed at the sedimentation pond near MRB and the golf course. Rock has been stockpiled near a storm drain effluent box and will be used to replace washed out rock. December provided a little moisture requiring some plowing. Prior to the last storm, staff experimented with pretreatment at neighborhood mailboxes. Applying pretreatment to the mailboxes near the open spaces with little protection from the wind did not see much of an improvement. Depending on the forecasted storm, staff may try pretreatment again.

Sewer operations completed fourth quarter grease trap inspections. Force main location for CDOT on Hwy 24 and Blaney road was completed. MSMD sewer bypass line through State Bank property is completed, minus testing and re-seeding. Heater and ventilation enclosure fencing is completed. Ventilation units have worked well during the recent storms and did not experience any shutdowns. Influent meter replacement has run into a temporary snag. Due to unanticipated design issues, we are looking into alternative metering options which may include minor flow channel modifications. SCADA reports are nearing final versions. Attached is a sample of 2020 Yearly Flow Totals from Falcon lift station.

In summary, MSMD staff worked through several unforeseen challenges, stressful situations, staffing changes, and very unusual working conditions. The lessons we learned will prove valuable as we head into 2021 and face the new year head on. Thank you all for your continued support to MSMD operations staff, it is greatly appreciated!

Sewer Flows and Runtimes - Yearly Report
Jan 1, 2020 - Dec 31, 2020

Influent Flow:	1,673,920,000 Gallons
MSMD Flow:	416,492,992.22 Gallons
WHMD Flow:	380,349,728.22 Gallons
Control Vault Flow:	306,996,859.14 Gallons
Meter A Flow:	65,873,171.88 Gallons
Meter B Flow:	144,521,000 Gallons
Meter C Flow:	169,481,031.25 Gallons
Meter F1 Flow:	159,922,000 Gallons

Bar Screen:	697.1 Hours
Grit Pump:	134.22 Hours
MSMD Pump #1:	264.22 Hours
MSMD Pump #2:	264.28 Hours
WHMD Lead Pump:	1,203.58 Hours
WHMD Lag Pump:	8.87 Hours
Emergency Pump #1:	0 Hours
Emergency Pump #2:	0 Hours

Meridian Service Metropolitan District
Water System Monthly Status Report

Month : November

Year : 2020

Tank Farm	
Max Height	35.7
Avg Height	31.6
Min Height	28.7

Water Treatment Plant	
Gallons Treated	CL 2 used
21,248,000	265
gallons	gallons

Booster Pump Station
4,570,000 Gallons

Meridian Water Usage
17,831,000 Gallons

SCADA System	
Well Sites	ok
Tank Farm	ok
Inter-connect	ok

Well Sites	Gallons	
Meridian Wells	Pumped	Comments
A-1	766,000	
LFH-1	2,816,000	
A-2	1,212,000	
LFH-2	2,983,000	
D-3	661,000	
LFH-3	2,063,000	
A-4	1,544,000	
LFH-4	3,266,000	
A-6	517,000	
LFH-6	1,055,000	
A-9	132,000	
LFH-9	0	
LATIGO	3,328,000	
GUTHRIE	9,000	
Meridian Well Subtotal =	20,352,000	

MRB INTER-CONNECT		
Meter	Month	YTD
To MSMD	648,000	32,589,000
From MSMD	-4,748,000	-30,148,000
BALANCE	-4,100,000	2,441,000

WATER BALANCE				
Well Production	Water Treatment	Ratio	Water Consumption	Balance
20,352,000	21,248,000	0.96	17,831,000	Prod. + MRB - Consump -683,000

Aquifer Balance	BASIN	Approp.	Status	YTD	Remaining Approp.	
		Ac-ft		Pumped	Ac-ft	Percent Remaining
	Arapahoe	942.0	OK	119.7	822.3	87.3%
LFH	755.0	OK	342.2	412.8	54.7%	
Dawson	1171.0	OK	16.7	1,154.3	98.6%	
Latigo	453.0	OK	98.3	354.7	78.3%	
			576.9			

Guthrie Water System		Total	Remaining	Remaining	Comments
Well Sites	Status	Pumped	By Meridian	Approp.	Percent
A - 1	481.1 ok	40.5	27.9	440.6	91.6%
A - 2	ok				
LFH - 1	579.6 ok	144.3	99.4	435.3	75.1%
LFH - 2	ok				
Alluvial 1	246.0 ok	241.4	166.2	4.6	1.9%
Alluvial 2	43.0 ok	42.5	29.3	0.5	1.1%
Total Guthrie Water Pumped		468.7	322.8	881.0	

Mid - Point PS	
Operational status	Gallons Pumped
good	0

Meter Readings
Read by Staff 3015

New Home Water Service Installation Inspections
16

Meter Installs / Repairs		
New Installs	Repairs	Total
26	0	26

Distribution System	
Valves	exercised 8 valves
Fire Hydrants	exercised 9 hydrants
PRV's	good

January 6, 2021 Recreation Board Report

Usage Numbers 12/1/20-12/30/20

- General Gym Usage:

Activity	Start Time	Day Of Week	▼ Date	Instructor	Duration (Hr)	Max Attendance	Total Attendance	% Filled
Total (313)					369.00	2900	<u>2779</u>	96%

- Childcare Usage:

Activity	Start Time	Day Of Week	▼ Date	Instructor	Duration (Hr)	Max Attendance	Total Attendance
Total (194)					187.50	915	<u>112</u>

- Pool Usage:

Activity	Start Time	Day Of Week	▼ Date	Instructor	Duration (Hr)	Max Attendance	Total Attendance	% Filled
Total (307)					337.00	2800	<u>1695</u>	61%

- Group Ex Usage:

Activity	Start Time	Day Of Week	▼ Date	Instructor	Duration (Hr)	Max Attendance	Total Attendance	% Filled	Total Charged	Total Free	Total Billed
Total (240)					221.75	2126	<u>949</u>	45%	<u>107</u>	<u>842</u>	<u>\$321.00</u>

Revenue collected - **\$1,484.00**

Pulse Check:

We have been operating in COVID-19 level red restrictions which puts us at 10 individuals per room and required reservations. The reservation system is working efficiently, and most members have grown used to the process. Gym/basketball court usage time has been filling up almost immediately for all time slots. For the month of December, we filled 96% of all available time slots for general usage. The pool is also filling up rather quickly but there are times during the day that we have been seeing consistent availability. Group exercise classes are consistent, and we have worked with instructor schedules to provide the most classes we can for members.

We have youth basketball planned for January, but with our current restriction level we will need to postpone the session. We are monitoring the state guidelines and will begin as soon as we are able to.

Monitoring Covid-19 guidelines, recruiting and training new staff members, and having programming ready is the current focus.

Meridian Service Metropolitan District Job Description

Job Title: ~~Water and Wastewater Manager~~ Superintendent of Field Operations

Reports To: General Manager

FLSA Status: Exempt

Summary: Responsible for overseeing the Water Division and Wastewater Divisions and Parks & Grounds Maintenance Division including administration; water supply, treatment, and distribution; wastewater collection, conveyance, and treatment; landscape maintenance and parks equipment maintenance; and regulatory compliance by performing the following duties.

Duties and Responsibilities include the following. Other duties may be assigned.

1. Serves as certified operator in responsible charge of water supply, treatment, and distribution operations; and as certified operator in responsible charge of wastewater collection and conveyance (District has no wastewater treatment facilities) in accordance with the State of Colorado Department of Public Health and Environment Regulations.*
2. Oversees the operations and inspection of new construction of District water and wastewater facilities, parks and landscaping, stormwater drainage channels and ponds.*
3. May be required to fulfill any of the duties of the Water Operations Manager or Sewer Operations ~~Manager.~~ Manager. *

Supervisory Responsibilities:

Supervises the Parks & Grounds Maintenance Supervisor, Water Operations Manager and Sewer Operations Manager and is responsible for the overall management and evaluation of employees in the Parks & Grounds, Water, and Wastewater Divisions. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Ability:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

Math Ability:

Ability to calculate figures and amounts such as discounts, interest, commissions,

proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills:

To perform this job successfully, an individual should have knowledge of Microsoft Word, Microsoft Excel, Microsoft Outlook, and SCADA Systems.

Education/Experience:

High school diploma or general education degree (GED); and four to six years related experience and/or training; or equivalent combination of education and experience. Associates Degree highly desirable.

Certificates and Licenses:

Must possess the following Colorado operator’s certifications (minimum):*

- Water Treatment Certification Level C
- Water Distribution Certification Level 2
- Wastewater Collection Certification Level 2

Equipment:

Must have knowledge of and experience with:

- Sewage lift stations including with primary wastewater treatment
- Booster pump stations
- Pumps
- Electrical motors
- Air compressors
- Light equipment including back hoes and skip loaders
- Water wells
- Valves – manual and actuated
- Commercial service trucks including sewer vacuum trucks and utility trucks with lifts

Knowledge, Skills and Other Abilities:

- Proficient in reading SCADA data
- Ability to analyze and process the SCADA data for management of quantity as well as quality of the water
- Significant working knowledge of water and wastewater facilities and operations
- Understands Colorado water and waste water laws and regulations
- Ability to inspect new construction and repairs of existing water and wastewater facilities and pipelines to assure compliance with standards and design specifications
- Demonstrates skill in successful multi-disciplinary project management
- Understands a wide variety of environmental issues, programs and regulations
- Innovative and diplomatic managerial approach to problem-solving and team-building
- Oral, written, and interpersonal communication skills
- Ability to communicate in a positive and friendly manner with coworkers and general public

*Essential Function

- Understanding and commitment to ensuring regulatory compliance of all district facilities
- Organizational skills
- Planning skills
- Ability to be professional
- Time management skills
- Budget analysis skills
- Business analysis skills
- Market analysis skills
- Risk analysis skills
- Computer literacy
- Keyboard skills

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, use hands, reach with hands or arms, talk or hear and taste or smell. The employee is occasionally required to climb or balance and stoop kneel crouch or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include the ability to see color.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to wet or humid conditions, work near moving or mechanical parts, fumes or airborne particles, toxic or caustic chemicals, infectious waterborne microorganisms, and outdoor weather conditions. The employee is occasionally exposed to work in high precarious places and risk of electrical shock.

The noise level in the work environment is usually loud.

Driver's License

Possess, or obtain upon hire, and maintain a valid Colorado Class B commercial driver's license with appropriate endorsements required to operate District utility maintenance trucks. *

*Essential Function

Meridian Service Metropolitan District Job Description

Job Title: Superintendent of Field Operations

Reports To: General Manager

FLSA Status: Exempt

Summary: Responsible for overseeing the Water Division and Wastewater Division and Parks & Grounds Maintenance Division including administration; water supply, treatment, and distribution; wastewater collection, conveyance, and treatment; landscape maintenance and parks equipment maintenance; and regulatory compliance by performing the following duties.

Duties and Responsibilities include the following. Other duties may be assigned.

1. Serves as certified operator in responsible charge of water supply, treatment, and distribution operations; and as certified operator in responsible charge of wastewater collection and conveyance (District has no wastewater treatment facilities) in accordance with the State of Colorado Department of Public Health and Environment Regulations.*
2. Oversees the operations and inspection of new construction of District water and wastewater facilities, parks and landscaping, stormwater drainage channels and ponds.*
3. May be required to fulfill any of the duties of the Water Operations Manager or Sewer Operations Manager. *

Supervisory Responsibilities:

Supervises the Parks & Grounds Maintenance Supervisor, Water Operations Manager and Sewer Operations Manager and is responsible for the overall management and evaluation of employees in the Parks & Grounds, Water, and Wastewater Divisions. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

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- Booster pump stations
- Pumps
- Electrical motors
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- Light equipment including back hoes and skip loaders
- Water wells
- Valves – manual and actuated
- Commercial service trucks including sewer vacuum trucks and utility trucks with lifts

Knowledge, Skills and Other Abilities:

- Proficient in reading SCADA data
- Ability to analyze and process the SCADA data for management of quantity as well as quality of the water
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- Demonstrates skill in successful multi-disciplinary project management
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- Oral, written, and interpersonal communication skills
- Ability to communicate in a positive and friendly manner with coworkers and general public

- Understanding and commitment to ensuring regulatory compliance of all district facilities
- Organizational skills
- Planning skills
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- Keyboard skills

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The noise level in the work environment is usually loud.

Driver's License

Possess, or obtain upon hire, and maintain a valid Colorado Class B commercial driver's license with appropriate endorsements required to operate District maintenance trucks. *

LANDSCAPE MAINTENANCE AGREEMENT 2020

MERIDIAN SERVICE METROPOLITAN DISTRICT Landscaping Maintenance

This AGREEMENT is made this 6th day of November, 2019 between MERIDIAN SERVICE METROPOLITAN DISTRICT whose address is 11886 Stapleton Dr., Peyton, CO 80831, hereinafter called the "OWNER" and BRIGHTVIEW LANDSCAPE SERVICES, INC. whose address is 7357 Cole View, Colorado Springs, CO 80915, hereinafter referred to as "CONTRACTOR", telephone number 719.448.9500, email holly.teague@brightview.com.

1. CONTRACTOR agrees to properly, diligently, and in good workmanlike manner, furnish all the material, labor, equipment, appliances, water, lights, power, tools, permits, expendable material, etc., necessary to perform all the work set forth below in strict accordance with requirements and specifications of the OWNER and attached Meridian Service Metropolitan District Landscape Maintenance Bid Breakdown 2020 marked **Exhibit A**.

2. The work to be performed and referred to hereinabove is to be done on the subdivision known as MERIDIAN RANCH and is to include all, but not limited to, the complete landscape maintenance of all streetscape, monument, recreation center, open space, trail and park areas as shown on the attached Meridian Service Metropolitan District Meridian Ranch Landscape Maintenance Area Drawing marked **Exhibit B**. These areas shall include but not be limited to the following:

STREETSCAPES: Both sides of the street and the center islands as shown on Exhibit B.

RECREATION CENTER: The Meridian Ranch Recreation Center and outdoor pool areas,

PARKS: The Greens Park, The Fairway Heights Park, The Double Eagle Park, Longview Park, The Vistas Park, Stonebridge Park and "Pocket Parks" at Sunlight Peak Place and at Mt Columbia Drive;

THE SHOPS AT MERIDIAN RANCH: Between curb and sidewalks and on the street side of the monument sign at The Shops on Stapleton Drive and Meridian Road;

ENTRY AND NEIGHBORHOOD MONUMENTS NOT IN LANDSCAPED STREETSCAPES: "The Bluffs" on Sunset Crater Drive and Glen Canyon Drive, "The Fairway Heights" on Sunset Crater Drive, "Foxpoint" on Mt Evans Drive and "Longview" on Mt Evans Drive and on Rainbow Bridge Drive;

OPEN SPACE AND TRAILS: All Open Space and Trails areas as shown on Exhibit B.

3. CONTRACTOR agrees to do all the above-mentioned work in conformance to the following specifications:

A) CONTRACTOR shall maintain all the landscape areas listed in Paragraph 2 above from March 1, 2020 through February 28, 2021 Neither party may assign the monthly maintenance to a third party without written consent of the other party.

B) GENERAL

- a) Supply all necessary equipment, labor, supervision, permits, taxes and insurance to maintain all landscape areas.
- b) Remove all debris generated by CONTRACTOR from premises.
- c) Walk through with OWNER'S representative as required up to once per week.
- d) Supply weed, insect and pest control onsite as necessary, cost of materials and labor included.

- e) Ensure all onsite plant material is irrigated as necessary. The actual cost of the water shall be paid for by the OWNER. Any stressed plant material shall be notified to OWNER'S Representative.
- f) Remove all trash and debris from all landscape areas as necessary.

C) TURF MAINTENANCE

- a) Mow and edge all irrigated lawn areas, native grass areas at the Londonderry Drive median intersections (Approximately 100' at all median intersections) a minimum of once each week during non-winter months. Mow a "beauty band" (minimum 12" width) of native grass areas along sidewalks and trails a minimum of twice each month during non-winter months. All debris and cuttings to be swept and removed from the site by the CONTRACTOR.
- b) Edge around all trees, valve boxes and sprinklers as necessary. (Line trimmer or weed whips are not to be used. If they are used, the CONTRACTOR shall be responsible for any and all damage done to trees and irrigation components including removing and replacing damaged trees and/or damaged irrigation components).
- c) Fertilize all turf areas a minimum of three (3) times per year, (cost of labor and materials included in monthly maintenance cost).
- d) Cut cool season turf to 2 ½" in height. Warm season turf to be cut 1 ½".
- e) Care shall be taken during mowing to prevent damage to trees and other structures such as electrical boxes, cable television boxes, irrigation valve boxes and light fixtures.
- f) No mowing shall be done during wet weather.
- g) Aerate all irrigated lawn twice per year. Coordinate with OWNER'S representative on the best times to aerate. Any valve box lids damaged due to negligence shall be replaced by the CONTRACTOR.
- h) Mow a 21" minimum path in the native grass areas along all fence lines three times per growing season. Mow all native grass areas two times per year as directed by OWNER'S representative. All native grass in the medians of Londonderry Drive shall be mowed once per month after the grass has reached 4" in height.

D) TREES, SHRUBS AND VINE MAINTENANCE

- a) Trim, edge and weed all shrubs and shrub beds as necessary.
- b) Fertilize all trees and shrubs a minimum of three (3) times per year, (cost of labor and materials included in the monthly maintenance cost).
- c) Trees shall be pruned as required to remove broken, diseased or dead branches, to clear from monument signage and pedestrian walks or vehicular circulation, or for general containment.
- d) CONTRACTOR shall perform pruning to a height of 12 (twelve) feet only.
- e) Vines shall be pruned and properly fastened to appropriate structure.
- f) Restake trees and perform minor tree pruning as necessary, (after receiving consent from OWNER).
- g) Plant health care program spraying and inspections twice per year.

E) FLOWER BED, GROUND COVER AND SLOPES

- a) Weeding, trimming, edging, and cultivation of all flower bed and ground cover areas.
- b) Apply herbicidal weed control materials as necessary. Apply pre-emergent weed control twice a year.
- c) Insure proper irrigation of all slope and ground cover areas.
- d) Fertilize all flower beds, ground cover, and slope areas a minimum of three (3) times each

year. Service to include the cost of all materials and labor.

- e) Conduct routine minor repairs of erosion and other damage to slope or slope planting materials that are the result of normal maintenance conditions.
- f) Fluff and turn all mulched areas twice a year.
- g) Place all rock and bark mulch in nearby planter beds in the event that kids, dogs, wind, rain, etc. remove the mulch/ rock from the planter beds.

F) IRRIGATION

CONTRACTOR shall activate, "startup" of the irrigation system at the start of the year and "winterize" irrigation system at the end of the year. Coordinate "startup" and "winterization" with the Representative of the OWNER. "Winterization" of irrigation system shall include insulation of all backflow preventers. Annual testing of all backflow prevention devices shall be included.

G) MISCELLANEOUS

- a) Keep all landscape drains free and clear of debris and provide for periodic monitoring of drainage systems to ensure that they are functioning properly and as designed.
- b) CONTRACTOR shall consult OWNER before removing or replacing plant or landscaping material or undertaking major irrigation repairs. No payment will be made without prior written approval from a representative of the OWNER.
- c) The cost of additional irrigation work, planting, or replacement shall be figured as an extra by OWNER.
- d) CONTRACTOR shall furnish an itemized estimate for any extra work required. Work shall not proceed without written authorization from the OWNER.
- e) CONTRACTOR shall furnish an itemized, 90 day schedule of all site operations during the mow season. CONTRACTOR shall furnish the OWNER every 30 days with an updated schedule.
- f) CONTRACTOR shall submit a list of subcontractors that will perform work onsite upon bid submittal for approval by the OWNER. Only subcontractors approved by the OWNER shall perform work onsite.
- g) CONTRACTOR shall submit a list of staff to perform work on site. List all staff certifications, licenses, qualifications, and experiences of personnel whom is to perform work onsite. Only staff with proper prerequisites and OWNER approval shall perform work onsite.
- h) H) CONTRACTOR shall insure the herbicides will be applied in such a way as to avoid contact with any adjacent sensitive habitat or homeowner properties. CONTRACTOR shall notify OWNER 30 days prior to any and all fertilization and spraying operations.
- i) I) TIME AND MATERIAL ("T&M") PROCEDURE: All additional work to be performed which is not included in this Agreement, shall be approved in writing prior to start of work by a Representative of the CONTRACTOR and of the OWNER in accordance with paragraph 7 below, with daily field T&M tickets approved in writing in the field by a Representative of the CONTRACTOR per attached T&M rates marked **Exhibit "C"**. All T&M or extra work must be invoiced within 2 months of the date the work was completed.
- J) Contract price breakdown is per attached Meridian Service Metropolitan District Landscape Maintenance Bid Breakdown 2020 marked **Exhibit A**. The total 12-month cost of maintenance for year 1 is \$233,313. The total 12-month cost of maintenance for optional year 2 is \$249,405. The total 12-month cost of maintenance for optional year 3 is \$256,887.

Maintenance costs shall be paid on a monthly basis. This Agreement is a twelve (12) month Agreement with 12 monthly payments and can only be terminated by the OWNER without cause with written notice to the CONTRACTOR. Written notice is to be given at least 30 days prior to effective date of termination.

K) Payment shall be as follows:

PAYMENT TERMS: Bills shall be rendered complete by the 10th of each month, to be paid by the 10th of the following month.

Payment shall be progressive once a month based on 100% of the work performed and accepted by the OWNER. Monthly invoices shall reflect the payment schedule as shown in Exhibit A.

It is understood that no phase of work required to be done herein shall be deemed completed until the OWNER has inspected and approved the work.

CONTRACTOR is to indicate on all billing invoices the ACCOUNT CODE NUMBER ASSOCIATED WITH THE PARTICULAR TYPE OF WORK PERFORMED.

L) Unit prices shall remain firm through the term of the contract.

M) TIME AND MATERIAL PROCEDURE: CONTRACTOR shall notify OWNER'S field representative which labor, material and equipment is being used and shall submit to the OWNER'S field representative daily time sheets for approval.

BILLS MUST BE RENEDEDERED COMPLETE BY THE 10TH OF EACH MONTH TO BE PAID BY THE TENTH OF THE FOLLOWING MONTH.

4. TIME IS OF THE ESSENCE – Time is of the essence of this Agreement. CONTRACTOR agrees to commence the work to be performed hereunder within forty-eight (48) hours of receipt of notice to commence from OWNER, and to complete the work to be performed hereunder in accordance with OWNER'S progress schedule, which shall be subject to modifications by OWNER which schedule is incorporated herein by this reference and made a part thereof. This contract is valid from March 1, 2020 through February 28, 2021 and may be extended by OWNER for two additional one-year terms at OWNER's sole discretion.

CONTRACTOR further agrees that time is of the essence of this Agreement, and to complete this project as soon as possible. In agreeing to complete this work, CONTRACTOR has taken into consideration, and made allowances for, all delays or hindrances which may be incurred in its performance hereunder, whether growing out of delays in securing materials and workers, minor changes, alterations or otherwise. CONTRACTOR shall furnish a sufficient number of skilled workers and materials, properly and timely, to commence and complete the work herein agreed to be done and to coordinate the work to be done hereunder with that of all other contractors and OWNER in a manner that will facilitate the efficient completion of the entire work. Unless specifically noted herein, there are no assumptions relative to or limitation upon the number of move ins required by CONTRACTOR. In case of delay in performance of CONTRACTOR not caused by CONTRACTOR, CONTRACTOR'S remedy shall be limited to an extension of time to complete the required work and OWNER shall not be liable for damages, whether ordinary, incidental, or consequential. In the event of delay not caused by

CONTRACTOR, a claim for extension of time shall be made in writing to OWNER not more than 20 days after the commencement of the delay, otherwise it shall be waived.

5. **PROGRESS OF WORK** - If in the judgment of OWNER the work of CONTRACTOR is not proceeding in accordance with Section 4 hereof, or CONTRACTOR has breached any other provision of this contract, OWNER may, after giving twenty-four (24) hours notice to CONTRACTOR of its breach, proceed to have the work done in the manner most expedient to OWNER and charge the cost including any incidental expenses and those additional costs set out in this agreement to CONTRACTOR and OWNER shall be entitled to take possession of and use any materials, tools, equipment, plans, permits, and diagrams on the jobsite or intended for the work and use the same for the performance of the work. CONTRACTOR waives any claim, demand or cause of action, against OWNER for the loss of use, misuse, abuse, or conversion of the tools, materials, equipment, plans, permits or diagrams taken or used by OWNER in accordance with this section. In the event OWNER is required to complete the work of CONTRACTOR in accordance with the provisions of this agreement, CONTRACTOR agrees to reimburse OWNER for all costs and expenses plus an additional twenty per cent (20%) of costs and expenses as overhead.

6. After completion of the work or the stage of work on which payment is to be made as stated above, a bill for such work must be submitted to OWNER at his aforementioned address. The bill must be accompanied by all properly executed material and labor lien releases. No monies shall be due or payable to CONTRACTOR unless and until such a bill is presented, and in no case shall such presentation be made later than the 10th of any month. All bills and releases must be in duplicate.

It is specifically agreed that bills are payable only on the 10th day of each month following the month in which the bill and releases for completed work are presented as aforesaid.

Payment: Final pay quantities will be field measured and approved in writing by authorized representatives of both parties hereto.

7. No sums shall be due CONTRACTOR except as specified in this Contract. No extra work shall be performed by CONTRACTOR, and no monies shall be due CONTRACTOR, therefore, unless such work and the price are authorized and agreed to in writing by OWNER, prior to the performance of such extra work. Any extra work may be performed by others at the option of the OWNER.

8. All easements necessary to proceed with the work are to be obtained by OWNER, at OWNER'S expense.

9. CONTRACTOR agrees that he will neither assign nor delegate his duties and/or obligations to be performed, either in whole or in part, without the prior written consent of OWNER. In the event CONTRACTOR breaches this covenant, OWNER at his option may continue this Contract in full force and effect, except that the Contract price set forth in Paragraph #3 hereinabove shall be reduced by an amount equal to twenty per cent (20%) thereof to represent additional overhead expense and costs of labor and supervision to OWNER. Each payment due to the CONTRACTOR as set forth in Paragraph #3 hereinabove shall be reduced by twenty per cent (20%) thereof.

10. CONTRACTOR at all times agrees to exercise due care to protect all portions of

existing work from damage by CONTRACTOR'S operations. In the event said other portions of the work are damaged by CONTRACTOR'S operation, such damaged portions shall be repaired immediately to the full satisfaction of OWNER and the cost of such repairs shall be borne by CONTRACTOR who agrees to pay such cost upon presentation to CONTRACTOR of a claim therefor.

11. As set forth in paragraph 32 below, neither CONTRACTOR nor any of CONTRACTOR'S subcontractors, if any, shall have lien rights against the OWNER, nor against any property lying within the boundaries of OWNER in the event of nonpayment of any amount due under this Agreement or the Contract Documents, and as such CONTRACTOR shall not file a mechanic's lien on the above described premises, or any part thereof, for any amount.

It is further agreed that it is impractical and extremely difficult to fix the amount of the actual damages which may result from a breach by CONTRACTOR of its covenant under this Paragraph. Therefore, it is agreed that CONTRACTOR'S liability hereunder shall be fixed as liquidated damages and not as a penalty, at a sum equal to twenty-five per cent (25%) of such lien or liens, plus attorney's fees and cost incurred by OWNER.

12. **CONDITION OF PAYMENT** - In order to induce OWNER to enter in this Contract, CONTRACTOR warrants and represents that all sums received by him from OWNER shall be expended first to pay the labor performed pursuant to this Contract, and thereafter for materials and equipment rentals used in the performance of this Contract. Before CONTRACTOR shall be entitled to any intermediate or final payment under the terms of this agreement. CONTRACTOR shall, if requested by OWNER, first submit evidence in such forms as OWNER may designate that everything in connection with the Contract work, whether or not the same may have been furnished at the jobsite or elsewhere, has been fully paid for by the date of the application for any payment and which shall cover the materials furnished, labor performed, services rendered, and equipment supplied, by all persons engaged in the execution of this Contract work, whether or not such persons be agents, servants, or employees of CONTRACTOR, and regardless of any contractual relationship between CONTRACTOR and such persons furnishing labor and materials or equipment. In the event of any such person furnishing anything in connection with the Contract work herein are unpaid or should such persons notify OWNER of any unpaid amounts therefor, OWNER in addition to all other rights provided herein, shall have the right to withhold such unpaid amount or claim or claims out of the payments next becoming due to CONTRACTOR, and OWNER shall have the right to make payments of said unpaid amounts and/or said claims and to deduct the sums thereof out of the next payments which may become due to CONTRACTOR. In lieu of furnishing such evidence as may be required by OWNER, CONTRACTOR may, at its option and expense, furnish OWNER with a surety company bond, satisfactory as to form, amount and surety which shall fully indemnify OWNER against any loss of liability in connection with any of the foregoing matters.

13. Should it develop that the construction stakes set by Engineer do not conform with the plans, profiles and other documents mentioned hereinabove, CONTRACTOR agrees to immediately notify OWNER in writing regarding such non-conformance, and CONTRACTOR agrees to stop immediately further work hereunder in the area affected by said non-conformance until the stakes are properly set. OWNER shall provide one set of alignment and grade stakes only. Any other staking desired by CONTRACTOR shall be paid by CONTRACTOR. Any discrepancies over staking shall be resolved by OWNER'S representative and Civil Engineer, whose decision shall be final. Cost of any damages to stakes, loss of stakes, or restaking, which result from act, omissions or negligence of CONTRACTOR or CONTRACTOR'S employees or

agents, shall be paid for by CONTRACTOR.

14. INDEMNITY.

A) **LABOR AND MATERIAL INDEMNITY.** CONTRACTOR shall at all times indemnify and save OWNER harmless against all liability for claims and liens for labor performed or materials or equipment used on the job, including any costs and expenses for attorney(s)' fees and all incidental or consequential damages resulting to OWNER from such claims or liens. Further, in case suit on such claim is brought, CONTRACTOR shall defend said suit at CONTRACTOR'S cost and expense, and will pay and satisfy any such lien or judgment as may be established by the decision of the court in said suit. CONTRACTOR agrees within ten (10) days after written demand to cause the effect of any suit or lien to be removed from the premises, and in the event CONTRACTOR shall fail to do so, OWNER is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed and the cost thereof, together with reasonable attorney(s)' fees, shall be immediately due and payable to OWNER by CONTRACTOR. CONTRACTOR may litigate any such lien or suit provided CONTRACTOR causes the effect thereof to be removed, promptly in advance, from the premises, and shall further do such things as may be necessary to cause any monies due to OWNER by reason of such liens or suits not to be withheld.

B) **OTHER CLAIMS.** With the exception that the following provisions shall in no event be construed to require indemnification by CONTRACTOR in excess of that permitted under the public policy of the State of Colorado, CONTRACTOR shall indemnify, defend, and save harmless OWNER and its agents and servants, and each of them of and from; 1) any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever (for, but not limited to, injury to or death of CONTRACTOR, any CONTRACTOR hereunder, or any employees of OWNER, CONTRACTOR or any such CONTRACTOR, and damage to or destruction of property of OWNER or others or the project which is the subject of this Agreement, including extra work), arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, howsoever caused, regardless of any negligence of OWNER or its agents or servants, be it active or passive including but not limited to OWNERS supervision, if any, of the work of improvement or the work place, except the sole negligence or willful misconduct of OWNER or its agents or servants; and, 2) any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this Contract to the part of CONTRACTOR.

CONTRACTOR shall, at CONTRACTOR'S own cost, expense and risk, defend any and all suits, actions or other legal proceedings that may be brought or instituted by third persons against OWNER, its agents or servants or any two or more of them, on any such claim, demand or cause of action of such third persons, or to enforce any such penalty; shall pay and satisfy any judgment or decree that may be rendered against OWNER or its agents or servants, or any two or more of them, in any such suit, action or other legal proceeding; and shall reimburse OWNER and its agents and servants for any and all legal expense incurred by each of them in connection therewith or in enforcing the indemnity granted in this Paragraph. CONTRACTORS' obligation to defend is independent and separate from CONTRACTORS obligation to indemnify and hold harmless hereunder, such duty being a separate consideration for this Agreement.

15. **INSURANCE.** Prior to commencement of any work under this Agreement and until completion of and final acceptance of the work, CONTRACTOR will, at CONTRACTOR'S sole

cost and expense, procure and maintain with insurance companies satisfactory to OWNER the following insurance coverage:

- 1) Comprehensive general liability policies that are in comprehensive broad form with a deductible not to exceed \$1,000 per occurrence, including a broad form comprehensive liability endorsement that includes coverage for liability assumed under any oral or written contract relating to the conduct of CONTRACTOR's business, including this contract, and also including (1) broad form property damage liability coverage, (2) premises-operations coverage (3) explosion and collapse hazard coverage, (4) underground hazard coverage, (5) products and complete operations hazard coverage, and (6) independent contractor coverage and any other coverage deemed necessary by OWNER, including an installation floater. The limit of liability shall be not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- 2) Comprehensive automobile insurance including coverage for owned, hired or non-owned vehicles operated by or on behalf of the CONTRACTOR, or its employees. The limit of liability shall be not less than \$1,000,000.
- 3) Workers compensation as required by Colorado Law and employer's liability insurance in a minimum amount of \$1,000,000 each accident, fully covering and indemnifying the CONTRACTOR for the protection of its employees in such a manner so as to relieve OWNER of all liability to such employees for workers compensation benefits arising out of the performance of their duties in connection with the work covered by this contract.

The coverage provided under (1), (2) and (3) above shall include all operations and CONTRACTOR's work performed hereunder, including extra work, all contractual obligations incurred in connection, herewith, all products or completed operations and all vehicles whether owned, hired or non-owned by CONTRACTOR, used in connection herewith.

The liability coverage as above shall include an endorsement providing that such insurance as is afforded under CONTRACTOR's policy is primary insurance as respects the OWNER and that any insurance maintained by the OWNER is excess and noncontributing with the insurance required hereunder. CONTRACTOR shall maintain such insurance for a period of ten years from substantial completion of the project as defined under Colorado law.

CONTRACTOR shall at CONTRACTOR'S sole cost and expense add OWNER and Owners, employees, officers, partners and/or lenders as an additional insured.

CONTRACTOR shall furnish OWNER prior to the commencement of any work subject to this agreement, or prior to the receipt of any progress payment, a certificate of insurance accompanied by an additional insured endorsement on OWNER's form or another form approved by OWNER certifying the existence of the insurance required above and naming OWNER and Owners, employees, officers, partners and/or lenders as additional insureds by an insurer acceptable to OWNER. Such certificate shall provide at least thirty (30) days prior written notice to OWNER of any cancellation or any change of the coverage so certified.

Such certificate shall set forth the exact coverage provided, including the name of the

insurance underwriters, policy numbers, effective and expiration dates, limits of liability for each type of coverage and shall delete the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" from the cancellation provisions of said certificate.

In the event OWNER receives written notice from the insurer that the insurance of CONTRACTOR has been canceled, and OWNER has not received certificates verifying that CONTRACTOR has procured new or substitute insurance as specified herein, then it is agreed that OWNER may, but is not obligated to, procure such insurance and charge all premiums plus a reasonable sum for overhead to CONTRACTOR'S account, all of which sums may be deducted from any amounts due CONTRACTOR.

The carrying of the insurance described above shall in no way be interpreted as relieving the CONTRACTOR of responsibility or liability under this contract.

CONTRACTOR shall give prompt notice to OWNER of all losses, damages or injuries to any person or to property of OWNER or third parties which may be in any way related to the work or for which a claim might be made against the OWNER. CONTRACTOR shall promptly report to OWNER all such claims of which CONTRACTOR has notice, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damages or other matter as to which CONTRACTOR may be charged with an obligation to make any payment or reimbursement, shall be made by CONTRACTOR without the written approval of OWNER.

CONTRACTOR shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Agreement. Failure to maintain the insurance required herein, or otherwise comply with the terms of this section, shall give OWNER the right to terminate this agreement for cause.

CONTRACTOR and its INSURER shall agree to waive all rights of subrogation against OWNER, their officers, officials, employees and volunteers for losses arising from work performed by CONTRACTOR.

EVIDENCE COLLECTION AGREEMENT: Should any construction equipment and or material, regardless of ownership or possession, be involved in an occurrence, it will be the right and the duty of the general/project owner to endeavor to collect and store all such equipment and or material in a safe and secure place for no more than seven calendar days (or one week) after which the equipment and or material will be formally released by the General Contractor/Project Owner claims adjustment personnel.

16. CONTRACTOR shall at all times maintain health and safety standards per all laws and regulations of the State of Colorado and of OSHA and obtain any and all state, local and/or OSHA permits when required, at no additional expense to the OWNER.

17. **CONTRACT DOCUMENTS** - It is agreed that the contract documents set forth on Page 1, Paragraphs 1 and 2 hereof, and any and all Exhibits referenced in this contract, are incorporated in this Agreement by reference, with the same force and affect as if the same were set forth at length, herein, and that CONTRACTOR and his CONTRACTORS will be and are bound by any and all of said contract documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Agreement. CONTRACTOR agrees that wherein the contract documents reference is made to OWNER and the work or specifications therein

pertains to CONTRACTOR'S trade, craft, or type of work, then such work or specification shall be interpreted to apply to CONTRACTOR. The plans and specifications are intended to supplement each other, but if they should be in conflict, the specifications shall control the plans. The provisions of this Agreement shall control both the plans and specifications, including the general plans and specifications.

18. **COST OF LICENSES, PERMITS, EMPLOYMENT TAXES, ETC.**

(a) Except as otherwise expressed and provided in this Agreement CONTRACTOR will obtain all consents, approvals, licenses, or permits required by any government or governmental authority having jurisdiction over the project or any part thereof including the plans and specifications. The costs of all consents, approvals, licenses or permits, and the payment of all fees relating thereto shall be paid by CONTRACTOR except those which OWNER has expressly agreed in writing to either obtain and pay for or to reimburse CONTRACTOR therefor. In jurisdictions where OWNER has been required to obtain a master permit covering, in part, work to be performed by CONTRACTOR, OWNER may deduct the pro rata cost of CONTRACTOR'S portion of said permit from the Contract price set forth in Section 3.

(b) CONTRACTOR shall comply with all city, county and federal ordinances, statutes and requirements. No work is to be deemed completed until final inspection and approval by appropriate public agencies, as well as acceptance by OWNER. Such acceptance and/or payment by OWNER shall not bar any claim against CONTRACTOR for defects in workmanship or materials or deviations from said plans, drawings or specifications or from said rules, regulations and requirements.

Should there be any discrepancy between the plans and/or specifications and the requirements of city, county, state or federal law or agency, then such requirements shall govern. OWNER assumes no liability for failure of the plans and/or specifications, to meet with such requirements and it is conclusively presumed that CONTRACTOR is familiar with all of said requirements and that the work to be performed or the materials to be furnished hereunder by CONTRACTOR are to be in strict accordance with said requirements irrespective of the provisions of the plans and/or specifications.

CONTRACTOR shall bear the entire expense of complying with this Paragraph and shall receive no extra or additional compensation therefor.

(c) Should CONTRACTOR find any discrepancy in the plans and/or specifications, CONTRACTOR shall notify OWNER in writing immediately, and shall not continue with the work until OWNER is so notified.

(d) CONTRACTOR agrees to pay any and all taxes, including specifically, but not by way of limitation, gross receipt taxes, excise taxes, old age benefits, withholding taxes, and unemployment compensation taxes, under all state, local, and federal laws in respect of all materials furnished and employees engaged in the performance of this Agreement. As set forth in paragraph 32 below, OWNER is exempt from sales and use taxes, and it is CONTRACTOR'S responsibility to obtain and use the sales tax exemption number of OWNER. OWNER shall not reimburse CONTRACTOR for sales or use taxes erroneously paid.

19. **MATERIALS** - CONTRACTOR shall order forthwith all materials, equipment and other items which shall be required for the performance of the work hereunder. If requested by

OWNER or LENDER, CONTRACTOR agrees to furnish within seventy-two (72) hours:

- (1) a complete list of all Subcontractors with whom CONTRACTOR has contracted, or with whom he proposes to contract and
- (2) a complete list of suppliers for the performance of any work hereunder, from whom CONTRACTOR has purchased, or proposes to purchase, the materials, equipment and other items which have been used, or are to be used, in the performance of this Agreement.

All materials, equipment suppliers or other required items shall conform to all applicable local, state and federal statutes, ordinances and/or regulations.

20. MATERIAL AND EQUIPMENT - OWNER shall not be responsible for CONTRACTOR'S material or equipment at OWNER'S job location and undertaking by OWNER of security measures shall not create liability on OWNER with regard to any loss of material or equipment of CONTRACTOR.

21. RESPONSIBILITY FOR OTHER CRAFTS - CONTRACTOR shall assume full responsibility for defective work of others, if it accepts said work, or materials, and proceeds with its phase of the work without written notification to OWNER.

22. EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS:

A) CONTRACTOR represents that it has visited the location of the project and has fully acquainted itself with conditions as they exist, or has had full opportunity to do so, and has satisfied itself that it fully understands the facilities, difficulties and restrictions attending the performance of CONTRACTOR'S work. CONTRACTOR further represents that it has thoroughly examined the plans, specifications, and any addenda or other documents, or has had full opportunity to do so.

B) CONTRACTOR agrees that any failure to receive or examine any form, instrument, drawing, or other document, or any failure to visit the site and acquaint itself with conditions there existing, shall not be asserted to relieve CONTRACTOR from any obligation under this Agreement.

C) CONTRACTOR agrees that where the specifications to any part of the project require a given result to be produced, that the specifications and plans are adequate and that it is competent to produce the required result. CONTRACTOR agrees not to make any claim for any extras because of alleged impossibilities in the production of the specified results or because of inadequate or improper plan, drawings, or specifications and that wherever a result is required by Agreement, CONTRACTOR will furnish any and all extras and make any changes needed to produce to the satisfaction of the OWNER the result required.

D) Unless OWNER expressly certifies information respecting the site of the project as correct and accurate, any information respecting the site of the project shall be deemed to have been furnished to CONTRACTOR without warranty or representation either as to its completeness or accuracy and OWNER shall have no liability therefore so long as such information was furnished to CONTRACTOR in good faith.

E) CONTRACTOR acknowledges that it is entering into this Agreement in reliance upon its own information and not upon statements or representations of others.

23. **SAFETY RULES AND REGULATIONS** - CONTRACTOR shall at all times and at its own expense, comply with all safety requirements promulgated by any governmental authority, including, without limitation, the requirements of the, Occupational Safety Health Act of 1970, the Code of Federal Regulations, Title 2a, the Federal Hazardous Communication and State Hazardous Substance Information and Training Act and all successors and amendments thereto, all Colorado state and local labor laws and laws governing workplace safety, and all standards and regulations which have been or shall be promulgated by the parties, or agencies which administer said acts or other governmental agencies. CONTRACTOR shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen, and subcontractors with respect to the project; and shall directly receive, respond to, defend and be responsible for any citation, assessment, fine or penalty by reason of CONTRACTORS failure or failure of CONTRACTOR'S agents, employees, materialmen and SUBCONTRACTORS to so comply. CONTRACTOR shall indemnify and hold harmless OWNER from and against any liability, loss, damage, cost, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorney's fees, claims or liability for harm to person or property, expenses incurred pursuant to or attendance to any hearing or meeting, and any other applicable costs which any be incurred by OWNER resulting from CONTRACTOR'S failure to fulfill the covenants set forth in this paragraph, regardless of any negligence of contractor or its agents or servants, be it active or passive, except the sole or willful misconduct of contractor or its agents and servants.

24. **TERMINATION OF AGREEMENT** – OWNER may terminate the Agreement without cause by giving 30 day notice. In the event the project is terminated prior to its completion, CONTRACTOR shall be entitled only to payment for the work actually completed by it at the pro rata of the price herein set forth.

Notwithstanding the preceding Paragraph, OWNER reserves the absolute right to terminate this Agreement. In the event of termination without cause, CONTRACTOR shall be entitled to payment only as follows:

- (a) Cost of the work actually completed in conformity with this Agreement; plus
- (b) Other costs actually incurred by CONTRACTOR; plus
- (c) 20% of costs referred to in Section (a) above for overhead and profit. There shall be deducted from such sums as provided in this Section the amount of any payments made to CONTRACTOR prior to the date of termination of this Agreement. CONTRACTOR shall not be entitled to any claim, or claim of lien, against OWNER for any additional compensation or damages in the event of such termination and payment.

In the event this Agreement is terminated for cause (which shall include CONTRACTOR'S material breach of any obligations hereunder and/or any conduct that is contrary to generally accepted standards of OWNER as a public entity), CONTRACTOR shall not be entitled to receive any further payment until the work undertaken by OWNER in prime contract is completely finished. At that time, if the amounts earned but not paid CONTRACTOR before said termination exceed the expenses incurred by OWNER in finishing CONTRACTOR'S work, any excess shall be promptly paid to CONTRACTOR the amount by which said sum exceeds the expense; but, if such expense exceeds said amount, CONTRACTOR shall promptly pay OWNER the amount by which the expense exceeds said sum. The expense incurred by OWNER, as just referred to, shall include OWNER'S expense for furnishing materials, for finishing the work, for attorney(s)

fees, and any damages incurred by OWNER by reason of CONTRACTOR'S default plus 20% as overhead.

25. **MODIFICATION AND PRIOR AGREEMENTS** - All negotiations and agreements are included herein and any agreements, representations or negotiations not included herein are hereby voided and no modification may be made herein except in writing signed by both parties hereto. It is further agreed that no waiver of any right hereunder shall constitute a continuing waiver, nor a waiver of any other similar or subsequent claim or right.

26. **RESERVED GATE USAGE** – To the extent applicable in the performance of the Work hereunder, CONTRACTOR shall notify in writing, and assign its employees, material men and suppliers, to such gates or entrances as may be established for their use by OWNER and in accordance with such conditions and at such times as may be imposed by procedures shall be required by the CONTRACTOR who shall be responsible for such gate usage by its employees, material men, suppliers, subcontractors, and their material men and suppliers.

27. **STAGGERED DAYS AND HOURS OF WORK AND FOR DELIVERIES** - CONTRACTOR shall schedule the work and the presence of its employees at the jobsite and any deliveries of supplies or materials by its material men and suppliers to the jobsite on such days, at such times and during such hours, as may be directed by OWNER. CONTRACTOR shall assume responsibility for such schedule compliance not only for its employees but for material men and suppliers.

28. **PATENT RIGHTS** - CONTRACTOR shall indemnify and hold OWNER harmless against any suit, claim or causes of action or any alleged violation or infringement of Patent Rights which may be made against OWNER by reason of use in connection with or part of the performance of the work or the furnishing of materials hereunder, of anything which is now or may be hereafter covered by patent, copyright or trademark, and also against all expenses, including attorneys fees, which OWNER may incur in defending or adjusting any such claim, suit or action.

29. **INDEPENDENT CONTRACTOR** - CONTRACTOR is an INDEPENDENT CONTRACTOR and 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 CONTRACTOR's employees.

30. **ANIMALS AND AMPLIFICATION** -. CONTRACTOR shall ensure that its employees do not bring animals, including but not limited to dogs, to the job site or leave them in vehicles adjacent to the job site. CONTRACTOR shall, in addition, not permit its employees to maintain any means of sound amplification on the job site, including but not limited to radios, tape decks, CDs, Boom boxes, Bluetooth speakers or other similar devices. Employees violating this provision shall be immediately removed from the job site at OWNERS sole discretion.

31. **DRUG AND ALCOHOL FREE ENVIRONMENT** - CONTRACTOR acknowledges its responsibility to ensure a drug and alcohol free work place and agrees that it shall not supply personnel to OWNER'S job site whose ability to work is impaired or affected in any way by drugs or alcohol usage. Provision of any employee to the job site whose ability to work is impaired or in any way affected by alcohol or drug usage constitutes cause for termination of this agreement for cause. Nothing contained herein shall be construed as requiring OWNER to supervise or check CONTRACTOR'S employees for compliance, it being the intent of this provision to make it the obligation and duty of CONTRACTOR to ensure that its employees on CONTRACTOR'S job site are not under the influence of alcohol or drugs and/or that their ability to work has not been impaired or in any way affected by drug or alcohol usage. CONTRACTOR shall further ensure that its employees shall not possess alcohol or drugs on or near the job site. Employees who are under the influence of, or whose ability is impaired or in any way affected by, alcohol or drugs or who possess alcohol or drugs may be immediately removed from the job site at OWNER's sole discretion.

32. **ADDITIONAL PROVISIONS:-**

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

b. No elected official, director, officer, agent or employee of OWNER shall be charged personally or held contractually liable by or to CONTRACTOR under any term or provision of this Agreement or the Contract Documents, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement or the Contract Documents.

c. Nothing in this Agreement nor in the Contract Documents shall be construed as a waiver by OWNER of the provisions and protections contained in the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as amended from time to time.

d. As required by Section 38-26-106, C.R.S., CONTRACTOR agrees at CONTRACTOR'S expense, to provide and continuously maintain for the term of this Agreement, performance and payment bonds from a surety company licensed to do business in the State of Colorado in a form acceptable to and enforceable by OWNER in an amount equal to not less than fifty percent (50%) of the cost of the Work under this Agreement that guarantees faithful performance of this Agreement and any changes thereto, and payments to suppliers of materials and labor.

e. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform the Work under this Agreement or contract with a sub-contractor who knowingly employs or contracts with an illegal alien to perform the Work under this Agreement. Execution of this Agreement by CONTRACTOR shall constitute a certification by CONTRACTOR that it does not knowingly employ or contract with an illegal alien. CONTRACTOR has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security or successor programs ("Basic Pilot Program") or the verification program of the Colorado Department of Labor and Employment ("Department Program"),

(1) CONTRACTOR shall comply with the following:

(a) CONTRACTOR shall not utilize the Basic Pilot Program procedures to independently undertake pre-employment screening of job applicants.

(b) CONTRACTOR shall require each subcontractor to certify that subcontractor will not knowingly employ or contract with an illegal alien to perform any work under this Agreement. If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien CONTRACTOR shall be required to:

(i) Notify the subcontractor and OWNER within three (3) business days that CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if within three (3) business 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) business days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(d) CONTRACTOR shall comply with any reasonable request by the Department of Labor and Employment ("Department") made in the course of an investigation by the Department.

(2) If CONTRACTOR violates any provision of this Article VIII, OWNER may terminate the Agreement immediately and CONTRACTOR shall be liable to OWNER for actual and consequential damages of OWNER resulting from such termination and OWNER shall report such violation by CONTRACTOR to the Colorado Secretary of State, as required by law.

MERIDIAN SERVICE
METROPOLITAN DISTRICT

By: 

Milton Gabrielski, President Board of Directors

Date: 11/25/2019

BrightView Landscape Services, Inc.
CONTRACTOR

By: 

David L. Hanson
Senior Vice President

Date: 11/25/2019

EXHIBIT "A"

EXHIBIT "A"

Meridian Service Metropolitan District 2020 Landscape Maintenance Service Agreement
 BID FORM

Landscape Maintenance Year is Mar 1st thru Feb 28th

Bid Item	Frequency	Annual Price		
		2020-21 Year 1	2021-22 Optional Year 2	2022-23 Optional Year 3
Trash removal of all maintained areas	1 x per week	\$5,009.00	\$5,249.00	\$8,456.00
Mowing of irrigated lawn during growing season	1 x per week	\$33,147.00	\$34,141.00	\$35,165.00
Edging of hardscapes monthly during mow season	2 x per month	\$6,089.00	\$5,282.00	\$6,470.00
Beauty band - trails during growing season 12" minimum	3 x per year	Cost on line 14	Cost on line 14	Cost on line 14
Beauty band - fence lines 21" minimum	3 x per year	Cost on line 14	Cost on line 14	Cost on line 14
Turf aeration (Before Spring / Fall Fertilizations)	2 x per year	\$3,180.00	\$3,275.00	\$3,370.00
Native Mowing in median along Londonderry (once monthly) and @ intersections (weekly)	1 x per month/week(7/26)	\$9,887.00	\$10,184.00	\$10,480.00
Native mowing to include cutting clean-up (Week before, July 4th & After 1st heavy frost)	3 x per year	\$3,147.00	\$3,241.00	\$3,336.00
Fertilization (formal turf, trees, shrubs) **Deep root on ALL trees**	On Going	\$20,117.00	\$20,721.00	\$21,343.00
Broadleaf weed control (noxious weeds in all maintained areas)	1 x per year	\$8,536.00	\$5,752.00	\$6,056.00
Spring clean up to include tree wrap removal / bed / shrub prep	2 x per year	\$5,690.00	\$5,861.00	\$6,037.00
Fall clean up (leaves/ plant material ect)	1 x per year	\$22,232.00	\$22,895.00	\$23,566.00
Pruning shrubs / trees below 12' (along with removal of dead material)	1 x per month	\$17,715.00	\$18,246.00	\$18,793.00
Tree pruning (trees above 12') (along with removal of dead material)	1 x per year	\$4,829.00	\$4,974.00	\$5,123.00
Activate irrigation in Spring	1 x per year	\$2,018.00	\$2,079.00	\$2,141.00
Winterize irrigation in Fall; includes insulation of backflows prevention and pumping system	1 x per year	\$3,048.00	\$3,139.00	\$3,233.00
Pre emergent weed control shrub rock beds and native grass (Spring/Fall)	2 x per year	\$4,943.00	\$5,081.00	\$5,244.00
Spot spray weeds in all areas to include curb, sidewalk along all landscape areas	Ongoing	\$10,829.00	\$11,154.00	\$11,489.00
Summer and winter flowers installation, removal and maintenance	Ongoing	\$7,850.00	\$7,778.00	\$8,011.00
Flower and shrub bed maintenance to include weed control	2 x per week	\$13,352.00	\$13,783.00	\$14,166.00
Irrigation system backflow testing	1 x per Year	\$3,845.00	\$3,960.00	\$4,079.00
Inspections with Grounds Supervisor	1 x per week	NO COST	NO COST	NO COST
Winter watering three times per season (Deep root on trees/ shrubs/ activate system etc)	3 x per season	\$10,298.00	\$10,607.00	\$10,925.00
Tree/shrub inspections & spraying to include pine beetle spray (PLANT HEALTH CARE)	2 x per year	\$19,506.00	\$20,081.00	\$20,694.00
Winter tree wrap of smooth bark trees	1 x per Year	\$2,475.00	\$2,549.00	\$2,625.00
Over lot mowing open space areas	2 x per year	\$7,711.00	\$7,942.00	\$8,180.00
Weed control in all areas of landscaping (hand removal where needed)	Ongoing	Cost on line 25	Cost on line 25	Cost on line 25
Shrub Maintenance program to include powdery mild & spider mite spraying	3 x per year	\$2,575.00	\$2,652.00	\$2,732.00
Winter Anti-Desiccant Spraying of ALL Pine Trees	1 x per Year	\$2,575.00	\$2,652.00	\$2,732.00
TOTAL ANNUAL PRICE		\$233,313.00	\$240,312.00	\$247,521.00
Add on Section of Stonebridge Filing 3 (Maintenance to begin Nov.2020)	52 weeks of service	NA	\$9,093.00	\$9,366.00

COMPANY: BrightView Landscape Services, Inc.
 NAME, TITLE: Holly Teague, Business Developer
 SIGNATURE: *Holly Teague*

Monthly Payment Schedule	Monthly %	2020-21	Optional 2021-22	Optional 2022-23
Mar	4%	\$ 9,333.00	\$ 9,976.00	\$ 10,275.00
Apr	5%	\$ 11,686.00	\$ 12,470.00	\$ 12,844.00
May	11%	\$ 25,664.00	\$ 27,435.00	\$ 28,288.00
Jun	12%	\$ 27,996.00	\$ 29,929.00	\$ 30,826.00
Jul	14%	\$ 32,664.00	\$ 34,917.00	\$ 35,964.00
Aug	14%	\$ 32,664.00	\$ 34,917.00	\$ 35,964.00
Sep	15%	\$ 34,997.00	\$ 37,411.00	\$ 38,533.00
Oct	11%	\$ 25,664.00	\$ 27,435.00	\$ 28,288.00
Nov	5%	\$ 11,686.00	\$ 12,470.00	\$ 12,844.00
Dec	3%	\$ 6,999.00	\$ 7,482.00	\$ 7,707.00
Jan	3%	\$ 6,999.00	\$ 7,482.00	\$ 7,707.00
Feb	3%	\$ 6,999.00	\$ 7,482.00	\$ 7,707.00
Total		\$ 233,313.00	\$ 249,405.00	\$ 256,887.00

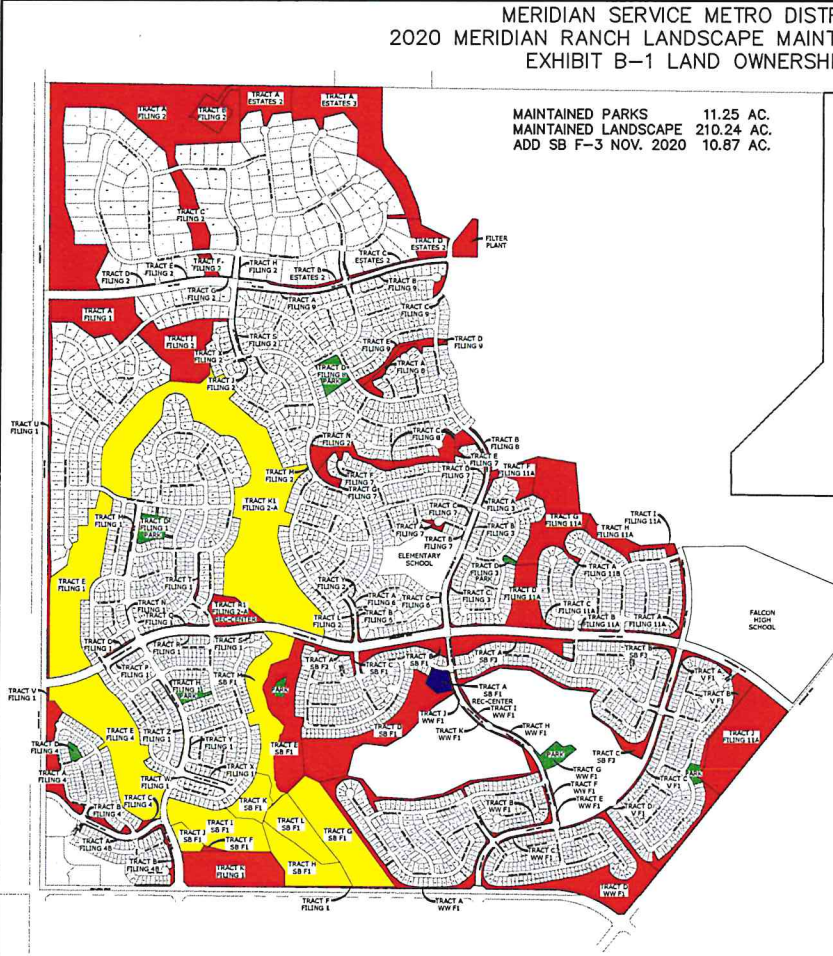
Annual total must equal total on previous page of Bid Form

*The pricing does not reflect any add on sections that come online during 2022-2023 contract season

MERIDIAN SERVICE METRO DISTRICT
 2020 MERIDIAN RANCH LANDSCAPE MAINTENANCE AREA
 EXHIBIT B-1 LAND OWNERSHIP

MAINTAINED PARKS 11.25 AC.
 MAINTAINED LANDSCAPE 210.24 AC.
 ADD SB F-3 NOV. 2020 10.87 AC.

FALCON
 REGIONAL
 PARK
 215 ACRES



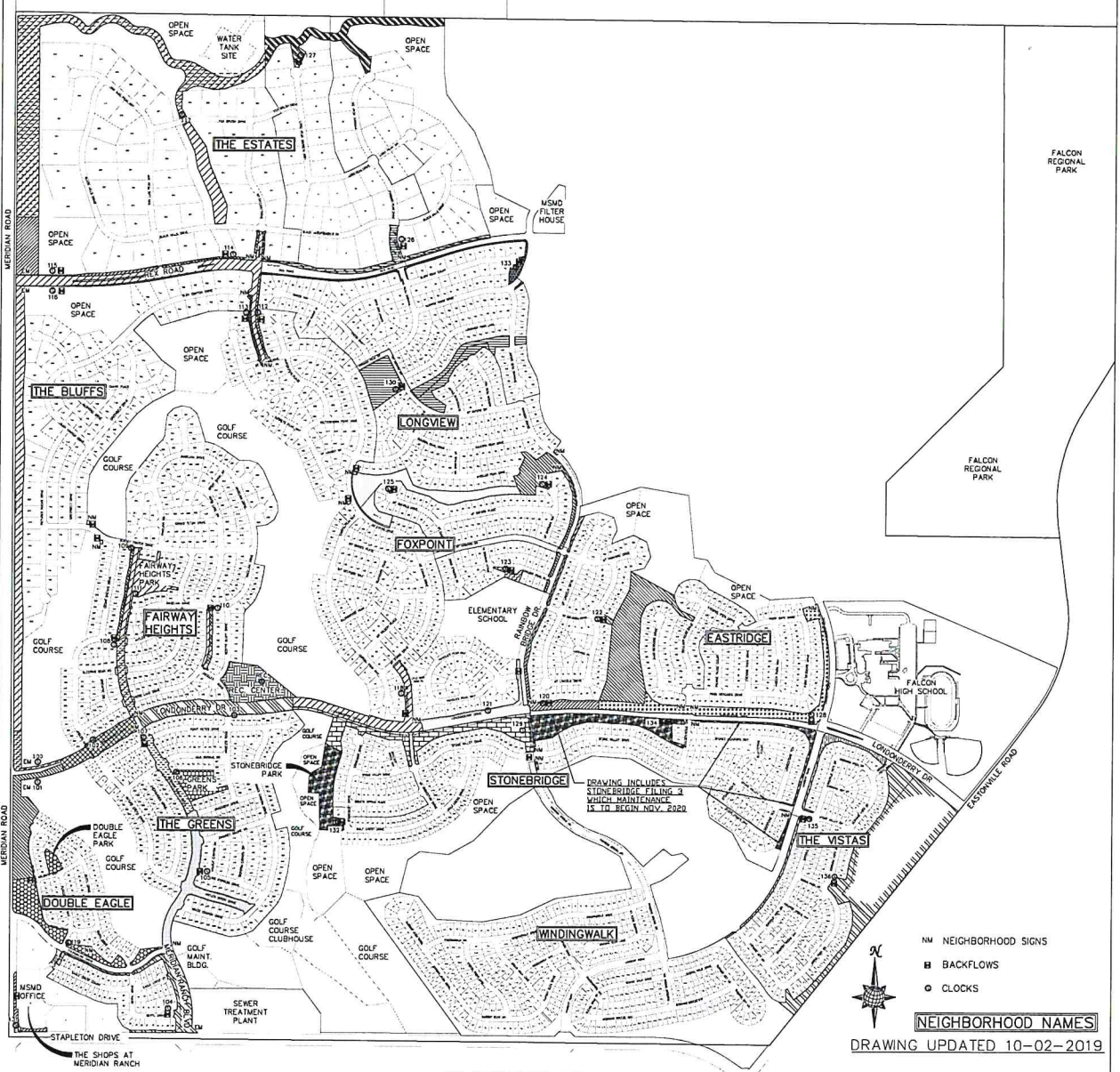
TRACT	OWNER	ACRES	STATUS
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT I
TRACT J
TRACT K
TRACT L
TRACT M
TRACT N
TRACT O
TRACT P
TRACT Q
TRACT R
TRACT S
TRACT T
TRACT U
TRACT V

MERIDIAN SERVICE METRO DISTRICT
 11886 STAPLETON DRIVE
 FALCON, CO 80831
 TELEPHONE: 719.495.6587
 FAX: 719.495.3349

MERIDIAN RANCH
 MSMD
 LANDSCAPE MAINTENANCE

Drawn by: LGS
 Checked by: TJK
 Date: 10/02/2020
 NTS
 Sheet Number: B-1

MERIDIAN SERVICE METROPOLITAN DISTRICT 2020 MERIDIAN RANCH LANDSCAPE MAINTENANCE AREA LANDSCAPE AREAS SHOWN BY IRRIGATION CLOCK EXHIBIT B-2



NW NEIGHBORHOOD SIGNS
 ■ BACKFLOWS
 ○ CLOCKS

NEIGHBORHOOD NAMES

DRAWING UPDATED 10-02-2019

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Scale	N.T.S.	Drawn by	LSG
Sheet Number	1	Checked by	DF
		Date	10/02/2019

LANDSCAPE AREAS EXHIBIT

TECH CONSTRUCTION CORP.
 11886 STAPLETON DRIVE
 FALCON, CO 80525

Page 52 of 82

EXHIBIT C

From p. 10 of BrightView Proposal:

LONG TERM PARTNERSHIP

Another goal we have with all of our customers is to create long term partnerships. This allows us to continually improve our service, develop long term goals together with our customers, and allow for budget adherence for ourselves and our clients.

Contracting for multiple years allows for you to “lock in” pricing regardless of inflation, increases in fuel and labor rates. With the recently passed Amendment 70, labor rates will increase nearly 45% over the next 4 years. Engaging in a new contract each year opens up for the potential for your existing or new contractor to pass that increased cost on to you.

BrightView would be able to commit to a 3 year agreement with Meridian Ranch, with a modest 3% price increase each year. We can do this, again, because we will become more efficient each year, having a proven approach towards servicing the property that can be improved each year. The 3% increase, coupled with becoming more efficient, will essentially allow us to meet our own financial goals, while upholding our quality standards.

Hourly Rates and Per Occurrence Prices

<u>Service</u>	<u>Rate / Unit Price</u>
Irrigation Technician	\$65 / hr
Irrigation Laborer	\$45 / hr
General Laborer	\$45 / hr
Crew Foreman	\$45 / hr
Account Manager	No Charge
Tree Spray Technician	\$95 / hr
Chemical Applications Technician	\$85 / hr
Tree Removal (flush cut trees 1-5” caliper)	\$15 / tree
Tree Removal (includes root ball for tree 1-5” caliper)	\$40 / tree
Sod installation	\$1.45 per square foot
River Rock Installation	\$110 / Ton
Mulch Installation	\$110 / cubic yard

**AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES**

This Agreement entered into this 23rd day of December, 2020 by and between the MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado (the "District") and Vivid Engineering Group, 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 A. Pelsler, District 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: David A. Pelsner, General Manager

with a copy to:

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

To the Consultant:

William J. Barreire, Vice President
1053 Elkton Dr.
Colorado Springs, CO 80907

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.

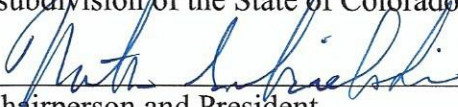
XXIII. NO WAIVER OF GOVERNMENTAL IMMUNITY: The District, its directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded 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: 
Chairperson and President

CONSULTANT:

By: 
J. Scott Sammons, President/CEO
Vivid Engineering Group

Work Authorization No. 1

For Materials Testing Services – MSMD Eastonville Raw Water Pipeline to Agreement
Pursuant to Agreement for Professional Consultant Services dated December 23, 2020
Between Meridian Metropolitan District and Vivid Engineering Group, Inc.

See Exhibit A and Exhibit B Attached Hereto



VIVID Engineering Group, Inc.

1053 Elkton Dr., Colorado Springs, CO, 80907

December 21, 2020

David Pelser, General Manager
Meridian Service Metropolitan District
11886 Stapleton Drive
Falcon, CO, 80831
d.pelser@meridianservice.org

Subject: Materials Testing Services – Meridian Services Metropolitan District Eastonville Raw Water Pipeline, Falcon, Colorado
Proposal No: P20-2-470

Dear Mr. Pelser:

VIVID Engineering Group, Inc. (VIVID) is pleased to present this proposal to provide materials testing and inspection services for the Meridian Services Metropolitan District (MSMD) Eastonville Raw Water Pipeline Project in the vicinity of Falcon, Colorado. VIVID will provide part-time staff as well as laboratory testing services to support the project needs and schedule.

PROJECT INFORMATION

Based on email communication with JDS-Hydro and the project plans dated November, 2020, we understand the project includes construction of 4,150 linear feet of a new 6-inch water pipeline on the west side of Eastonville Road extending from the proposed MSMD Well #7 to proposed MSMD Well #6 as well the construction of new approximately 3,650 linear feet of 10-inch water pipeline from MSMD Well Site #6 westward to an existing watermain. The water pipeline will be constructed by open-trench methods with a minimum depth of 5.5-feet.

The project is scheduled to start early January, 2021 and be completed by April, 2021.

SCOPE OF SERVICES

The scope for this proposal is based off information provided by JDS-Hydro via email on December 15, a preconstruction conference call on December 17, 2020 and the project plans dated November, 2020. We assume that we will provide the following services on an on-call basis:

Fill Testing:

- ✓ Perform laboratory Proctor, Atterberg limits, and gradation testing on existing soil and import structural fill material
- ✓ Conduct field density tests of fill material during placement and compaction

Project Manager:

- ✓ Point of contact for client questions and scheduling field services
- ✓ Review and distribute field and laboratory reports

ASSUMPTIONS

The following assumptions were made for preparation of this proposal:

- ✓ We have estimated 20 trips to the site total for our field personnel for this project.
- ✓ VIVID will supply the basic PPE required to perform the work. Contractor will supply any additional or specific PPE required that may arise from the environmental conditions of this site.
- ✓ We assumed no overtime for our work.
- ✓ Over-time will be billed at 1.5 times the base rate. Over-time will be assessed for hours over 40 in a standard work week (M-F), hours over 8 in a day, weekends, and Federal Holidays.
- ✓ Re-tests of items are not included in this estimate.
- ✓ Contractor will provide any ladders, scaffolding, man-lifts, trench-boxes, etc. required to access the work.

TIME AND MATERIAL FEES

We will provide our services at the unit rates shown on our Fee Schedule in Attachment A. Based on the preliminary project information, we have estimated our total fees to be **\$9,462** as presented on the fee breakdown below. We can modify this estimate if a more finalized schedule is developed and construction quantities are known.

CLOSING

Should you have any questions concerning the scope, fee, assumptions or other information provided within this proposal, please contact Christopher Gallardo at 719.421.9262 or cgallardo@vivideng.com.

Sincerely,



Christopher J. Gallardo, P.G.
Project Manager



William J. Barreire, P.E.
Vice President

Exhibit B to Work Authorization No. 1 - Fee

Total Fee not to exceed \$9,462.00 without prior written authorization.

Attachment A

Fee Schedule

Meridian Service Metropolitan District, Eastonville Raw Water Pipeline – Materials Testing

Professionals

Senior Engineer/Project Manager	\$120/Hr
Staff Professional	\$105/Hr
Field Engineer	\$95/Hr
Administration	\$48/Hr
Inspector	\$80/Hr
Technician	\$65/Hr
Daily Equipment Fee (Vehicle, Computer, Phone, and Standard Testing Equipment)	\$40/day

Laboratory Fee Schedule

Test	Test Method	Fee
Soils Tests		
Standard Proctor	D698, T99	\$140
Modified Proctor	D1557, T180	\$140
One Point Verification		\$65
Soil Moisture Content	D2216	\$20
Sieve Analysis	D422	\$75
Minus #200	D1140	\$45
R-Value	D2844	\$375
Atterberg Limits/Plasticity Index	D4318	\$55
Swell/Consolidation Test	D4546	\$60
Water Soluble Sulfate Content		\$45
pH/Resistivity	D4972	\$55
Unconfined Compressive Strength	D2166	\$60
Specific Gravity	D854	\$45
Direct Shear, Consolidated Undrained, 3-points	D3080	\$375

Asphalt Tests		
Asphalt Content by Ignition Oven	D6307, T308	\$70
Specific Gravity (bulk) & Thickness	D1188, D2726	\$45
Maximum Theoretical Specific Gravity (Rice)	D2041, T209	\$85
Lottman	D4867, T283	\$450
Superpave Volumetric Properties	D6925, T312	\$350
HVEEM Stability	D1660, T246	\$160
Marshall – 3 Specimens with Stability and Flow	D1559	\$430
Asphalt Coring Equipment Usage/Day	NA	\$200
Concrete & Masonry Tests		
Cylinder Compression	C39	\$20
Grout Compression		\$20
Mortar Compression		\$20
Masonry Prism – Hollow Core		\$150
Masonry Prism – Grout Filled		\$195
Aggregate Tests		
Gradation – Pit Run	C136	\$150
Sieve Analysis	C136	\$65
Minus #200	C117	\$45
Fractured Faces	CP45	\$65
Sand Equivalent	D2419, T176	\$90
LA Abrasion	C131	\$175
Specific Gravity – Coarse or Fine	C127, C128	\$75
Additional Services Not Specified		Call for Pricing



December 23, 2020

Meridian Service Metro District
Attn: Accounts Payable
11886 Stapleton Dr.
Falcon CO 80831

SUBJECT: 10511 Rainbow Bridge Drive Well Site #5
Mountain View Electric Association, Inc. (the Association)
Work Order Number: 20-2300

As requested, and based on the preliminary information provided, the Association has completed the initial design for distribution of power to serve 10511 Rainbow Bridge Drive Well Site #5.

The cost of the distribution system is computed to be \$15,089.00. We have received your engineering fee of \$250.00 leaving a total payment due of **\$14,839.00**. This estimate is good for ninety (90) days and is based on the current policies of the Association. These policies may be revised, amended, supplemented, or otherwise changed from time to time in accordance with decisions made by Association's Board of Directors.

A copy of the current the Association Extension Policy is available upon your request. A few of the rules and regulations from the policy are:

- A. All costs must be paid prior to the Association scheduling construction of the extension. The costs paid will not bear interest and is not eligible for any Shared Cost Refunds.
- B. If at any time it is determined that the estimated cost is inadequate to complete the construction, additional payment will be required before construction of the line extension proceeds.
- C. If the Applicant fails to complete the extension within 18 months from the date of the Association's Cost Letter, the Applicant will forfeit the engineering fee and the Application for the Line Extension will be cancelled.

You will be responsible for the following:

Preparation of the transformer pad location, schedule 40 PVC from the transformer location to the Association's cabinet #114 stub out (specifications for these are enclosed). All secondary conduits, conductors, disconnects, breakers and all other secondary equipment from the secondary spades of the transformer shall be provided, installed, maintained and will remain the responsibility of the owner/owners. The area of the trenching route must be at final grade prior to the installation of the underground system.

This Association is an equal opportunity provider and employer.



The Association or the Association's contractors will be responsible for the following:
The installation of a concrete transformer pad and the 3-phase transformer, the primary conductors to be pulled through the supplied PVC and the termination of the primary conductors.

It is reasonable for the Association to expect the pre-construction requirements to be completed in a timely manner. If not completed within 90 days from receipt of payment, it will be necessary, at the Association's sole discretion, to either extend the estimate or make a new estimate incorporating the then current terms of the Extension Policy and construction costs.

Information about the subsurface soil conditions along proposed Association routes within this area are unknown. The indicated cost for this electric system is based on a perception that the Association or the Association contractors will not encounter subsurface groundwater, rock, or other unforeseen encumbrances during construction. In the event these conditions are encountered, you will be charged for any added costs.

It is the responsibility of the applicant to meet all the requirements of the Inspection Authority, including proper construction of electric lines on the applicant's side of the service delivery point. The Association is permitted to install a meter for a new service only after approval by the proper inspection authority.

Please sign to verify that you understand the contents of this letter. A signed copy must be returned with full payment before it will be processed. An addressed envelope is enclosed for your convenience.

Full payment must be made, and all required easement and permits received, six (6) weeks in advance of any construction. Upon receipt of the signed copy of this letter, construction costs totaling **\$14,839.00**, all required easements and permits, and when all pre-construction requirements are completed to the Association's satisfaction; the Association will add this project to a construction schedule.

Once released, your job will be constructed as quickly as project backlog and working conditions allow. However, any project may experience delays due to the availability of material.

If you have any questions regarding this project, please feel free to call me at (719) 494-2659. For scheduling information please contact the Operations Department at operations@mvea.coop or call Dan Schroeder at (719) 494-2668, 7:00 a.m. – 5:30 p.m. Monday through Thursday.

Signature: _____

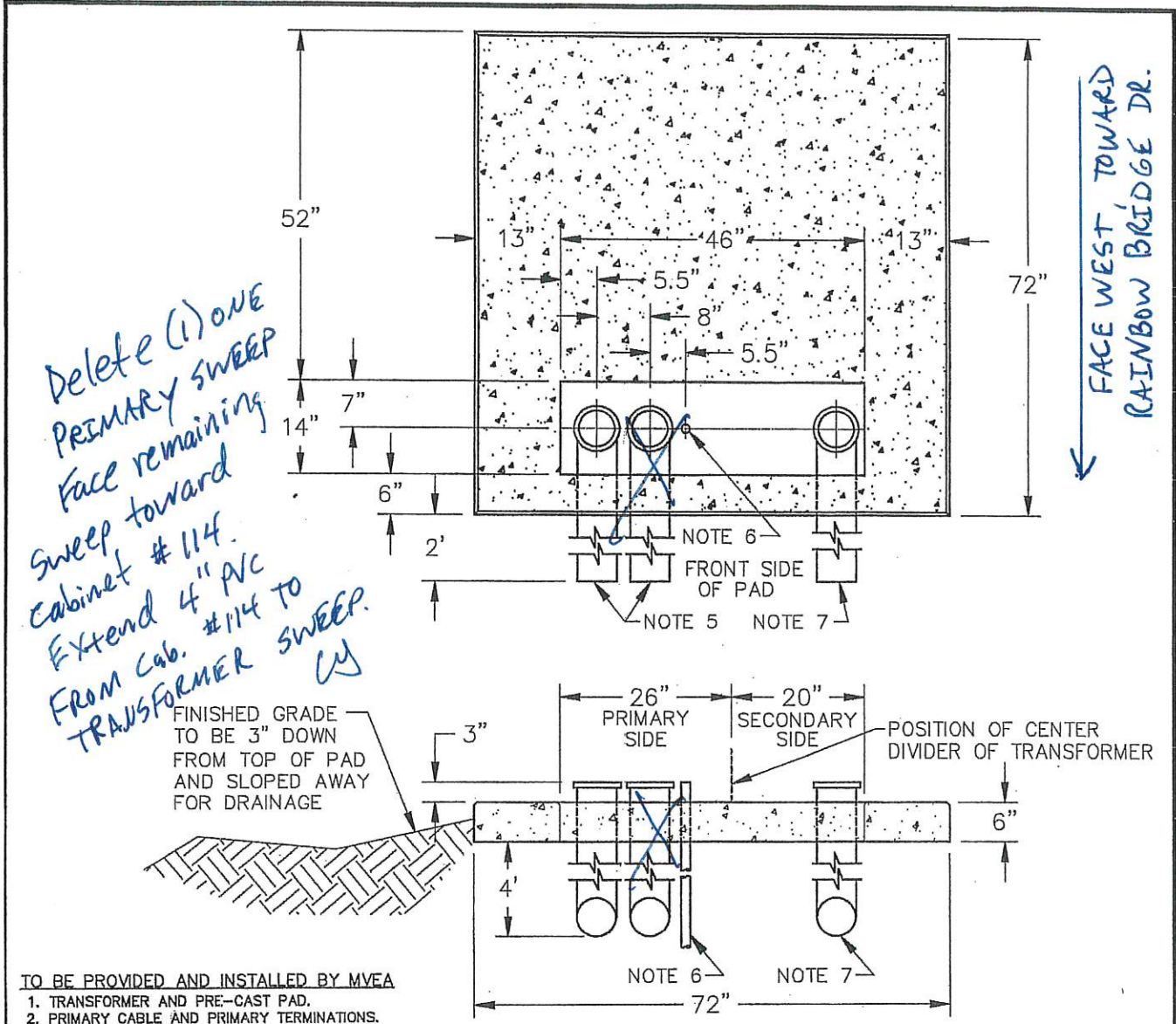
Printed Name: _____

Date: _____

Title: _____
(if applicable)

Sincerely,

Clint Gross
Designer and Project Management



Delete (1) ONE
PRIMARY SWEEP
Face remaining
Sweep toward
Cabinet # 114.
Extend 4" PVC
From cab. #114 TO
TRANSFORMER SWEEP.
CW

FACE WEST, TOWARD
RAINBOW BRIDGE DR.

TO BE PROVIDED AND INSTALLED BY MVEA

1. TRANSFORMER AND PRE-CAST PAD.
2. PRIMARY CABLE AND PRIMARY TERMINATIONS.
3. PAD WEIGHTS APPROX. 2,335 LBS.


TO BE PROVIDED AND INSTALLED BY ELECTRICAL CONTRACTOR

4. TRANSFORMER PAD SITE.
 - A. SITE TO BE 8' X 8', LEVEL AND COMPACTED.
 - B. ALL BACKFILL MATERIALS AT THE PAD SITE SHALL BE MECHANICALLY COMPACTED IN HORIZONTAL LAYERS NOT GREATER THAN 8" THICK AND COMPACTED TO 90% OF ITS MAXIMUM MODIFIED PROCTOR DRY DENSITY, ASTM-1557.
 - C. 48 HOUR NOTICE TO MVEA OPERATIONS DEPT. FOR MANDATORY SITE INSPECTION: FALCON OFFICE (719)495-2283, LIMON OFFICE (719) 775-2861.
 - D. AT TIME OF INSPECTION, A COPY OF THE GEOTECHNICAL TEST RESULTS INDICATING A MINIMUM OF 90% MODIFIED PROCTOR DRY DENSITY INCLUDING DATE, TIME, AND LOCATION OF TEST MUST BE PROVIDED TO MVEA.
5. TWO 4" PRIMARY CONDUITS, TO BE SCHEDULE 40 PVC 90° SWEEP ELBOWS WITH CAPS. DIRECTION OF STUBS TO BE PROVIDED TO CONTRACTOR BY MVEA.
6. ONE 5/8" x 8' COPPER GROUND ROD.
7. SECONDARY CONDUIT AS DETERMINED BY ELECTRICAL CONTRACTOR.

NOTE: MINIMUM 10' CLEARANCE IN FRONT OF TRANSFORMER.

MVEA Work Order

20-2300



MOUNTAIN VIEW ELECTRIC ASSOCIATION, INC.
11140 E. WOODMAN RD., FALCON CO. 80831-8199

3 PHASE TRANSFORMER CONCRETE PAD (PRE-CAST)	UM1-6C3
--	----------------

DATE	BY	REVISIONS
11/2009	CKF	DIGITIZED

JAN 2008

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”) is made and effective the 6th day of January 2021, by and between MERIDIAN SERVICE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and Applied Ingenuity, LLC. (“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: Revised Proposal dated December 31, 2020

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 December 30, 2021.

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 \$87,088.00 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.

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: Applied Ingenuity, LLC
Name: Devin Cary, Project Manager
Phone Number: (303) 907-7354
Email: dcary@applied-ingenuity.com

District: Meridian Service Metropolitan District
Name: David A. Pelsler, General Manager
Phone Number: (719) 495-6567
Email: d.pelsler@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: Applied Ingenuity, LLC
Name: Devin Cary, Project Manager
Address: 14920 Harvest Rd
Brighton, Colorado 80603

District: Meridian Service Metropolitan District
Address: c/o David Pelsler, 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



Applied Ingenuity, LLC.

Client: Meridian Service Metro District

**From: Devin Cary
Applied Ingenuity, LLC**

Project: Well LFH-9 Equipment, Revised Proposal

Thank you for the opportunity to provide pricing for improvements to the LFH-9 pumping system. The proposal has been revised to now include the costs of bonding.

The existing equipment appears to be losing production and may not be appropriately sized for existing well conditions. We have included costs for new pumping equipment resized to more closely match current conditions. The equipment will be set approximately 310 feet lower in the well. Since the equipment will be set further into the well screens, a cooling shroud has been added to ensure adequate cooling flow past the motor. The shroud inlet will be placed in the blank section located between 2270' – 2300'.

We have also added PVC monitor tubing and a well level transducer to monitor well levels.

Scope of Work

Equipment Removal:

- Mobilize to the site
- Pull the existing pumping equipment
- Inspect the equipment and provide repair recommendations

Equipment Removal Cost: \$5,820.00

Well Video:

- Mobilize to the site
- Perform a well video to an estimated depth of 2350 feet
- Provide a copy of the DVD and written log
- Provide well rehabilitation recommendations if necessary

Well Video Cost: \$2,569.00

New Equipment:

- 1- Submersible pump sized for 90 GPM at 2635' TDH
- 1- Submersible motor
- 1- Seal section
- 1- Motor lead
- 320'- Medium voltage pump cable to lower the setting depth
- 310'- 4 ½" 8rd API J55 steel casing to lower the setting depth
- 2- 4 ½" 8rd high pressure check valves
- 1- 7" OD fabricated steel motor cooling shroud with adapter
- 2260'- 1 ¼" Sch 40 PVC monitor tubing
- 4520'- 2 runs ¼" nylon airline monitor tubing
- 2300'- Stainless steel transducer cable
- 1- 500 psi level transducer
- 1- Stainless steel transducer hanger

Labor:

- Mobilize to the site
- Splice the new cable and motor lead to the existing cable
- Install the pumping equipment to the lower setting depth
- Disinfect the well
- Provide start up services and installation records

New Equipment Installation Cost: \$78,699.00

Scheduling: Estimated at 6-8 weeks from receipt of order.

Thank you again for the opportunity.

Devin Cary
Project Manager
Applied Ingenuity, LLC.

Terms and Conditions of Purchase

Inherent Risks: There are inherent risks involved when performing well service or rehabilitation on any well. Some of these risks include damaged or collapsed well casing or screens and reduced or lost production from the well. Every attempt will be made to prevent these problems during this work, however Applied Ingenuity cannot be held responsible for well problems which arise as a result of this work due to existing well conditions or other factors beyond our control.

Freight: Freight costs have been included in this pricing.

Taxes: No Federal, State or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

Warranty: The warranty period on new equipment provided by Applied Ingenuity is one year from the date of shipment and covers defects in the equipment manufacturer's workmanship and materials. Failures caused by lightning or other acts of God, power surges, adverse well conditions, rapid cycling, operational or system issues, or other causes beyond the control of the manufacturers and/or Applied Ingenuity are not covered under this warranty. Applied Ingenuity cannot be held responsible for incidental or consequential damages including, but not limited to, water shortages, crop damage, or lack of fire protection which may result from premature equipment failures. This warranty covers materials and labor.

Delays: *Applied Ingenuity* shall be liable for no penalty, charge or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

Payment: Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of **2% PER MONTH (24% PER ANNUM)** shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

Conditional Proposal: The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

Bonding: Costs for Payment and Performance Bonding have been included in the Purchase Order Agreement.

Attorney's Fees: In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorney's fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

Thank you for the opportunity to quote this project. If *Applied Ingenuity, LLC.* is selected for this work, please sign below, and return to *Applied Ingenuity, LLC.*

Accepted by:

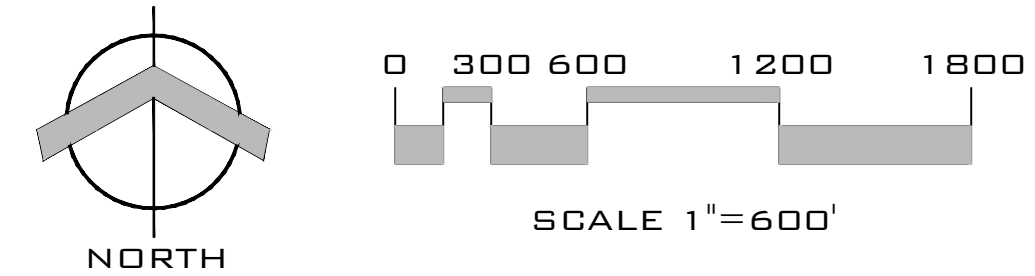
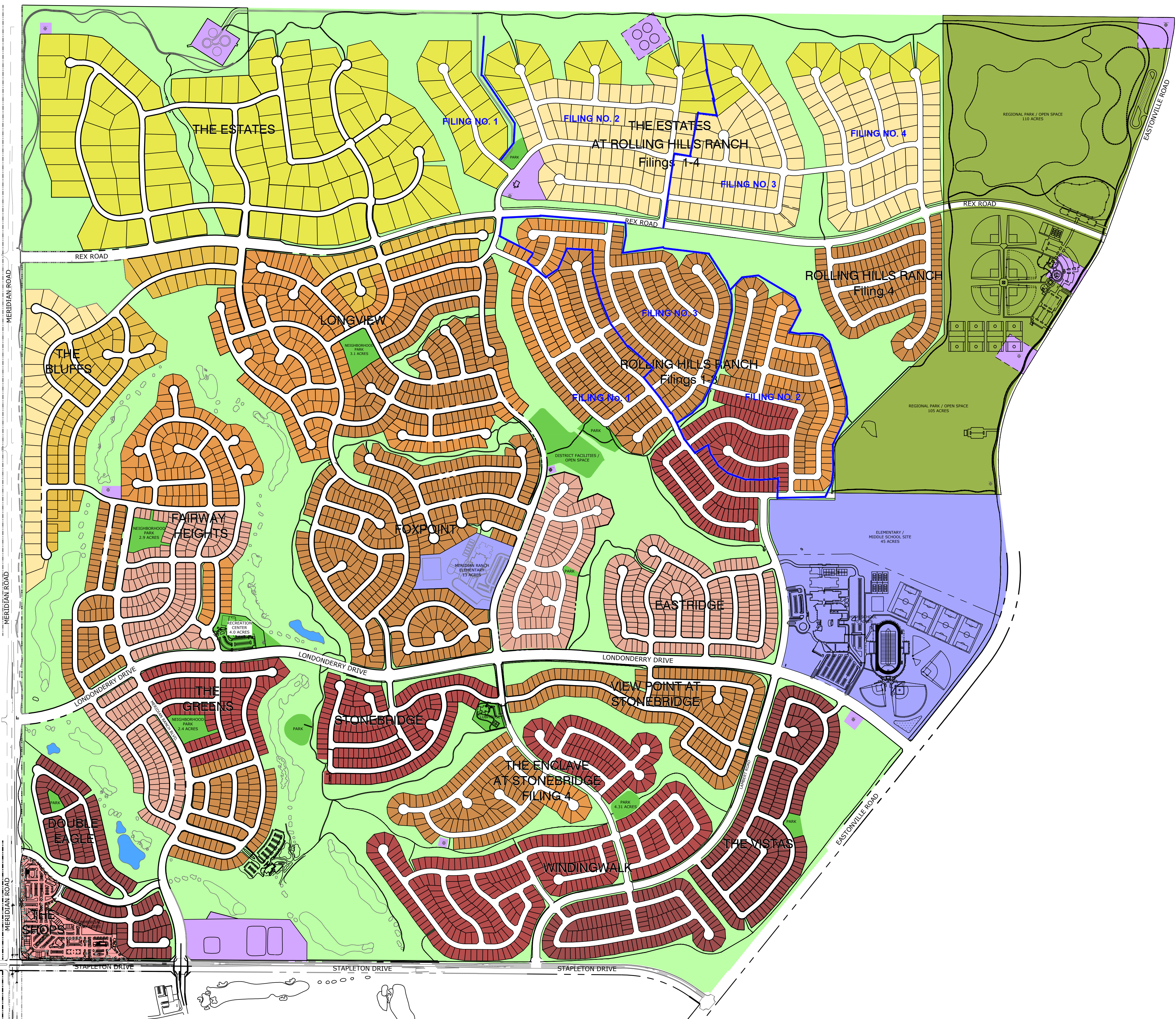
_____ Date

REVISED 1-29-2020

MERIDIAN RANCH

- FILING 1**
- 32 - 21,000 SF LOTS (120' X 180')
- 99 - 12,000 SF LOTS (100' X 120')
- 118 - 8,400 SF LOTS (70' X 120')
- 170 - 7,200 SF LOTS (60' X 120')
- 200 - 6,000 SF LOTS (50' X 110')
- 231 - 5,000 SF LOTS (50' X 120')
- 800 UNITS
- FILING 2**
- 61 - 45,000 SF LOTS (180' X 250')
- 120 - 8,400 SF LOTS (70' X 120')
- 160 - 7,200 SF LOTS (60' X 120')
- 350 UNITS
- FILING 3**
- 122 - 6,000 SF LOTS (55' X 120')
- 122 UNITS
- FILING 4**
- 96 - PATIO HOME LOTS (50' X 105')
- 96 UNITS
- FILING 4B**
- 62 - 6,000 SF LOTS (55' X 120')
- 62 UNITS
- FILING 6**
- 27 - 7,800 SF LOTS (65' X 120')
- 27 - 7,200 SF LOTS (60' X 120')
- 54 UNITS
- FILING 7**
- 57 - 7,800 SF LOTS (65' X 120')
- 74 - 7,200 SF LOTS (60' X 120')
- 131 UNITS
- FILING 8**
- 40 - 8,400 SF LOTS (70' X 120')
- 105 - 7,800 SF LOTS (62' X 120')
- 145 UNITS
- FILING 9**
- 38 - 12,000 SF LOTS (100' X 120')
- 80 - 8,400 SF LOTS (70' X 120')
- 81 - 7,800 SF LOTS (65' X 120')
- 181 UNITS
- FILING 11A**
- 118 - 6,000 SF LOTS (55' X 120')
- 118 UNITS
- FILING 11B**
- 82 - 6,000 SF LOTS (55' X 120')
- 82 UNITS
- STONEBRIDGE FILING 1**
- 102 - 5,500 SF LOTS (50' X 110')
- 102 UNITS
- STONEBRIDGE FILING 2**
- 73 - 5,500 SF LOTS (50' X 110')
- 73 UNITS
- VIEW POINT AT STONEBRIDGE FILING 3**
- 164 - 7,200 SF LOTS (60' X 120')
- 164 UNITS
- THE ESTATES FILING 2**
- 33 - 45,000 SF LOTS (180' X 250')
- 33 UNITS
- THE ESTATES FILING 3**
- 29 - 45,000 SF LOTS (180' X 250')
- 29 UNITS
- THE VISTAS FILING 1**
- 221 - 6,000 SF LOTS (50' X 120')
- 221 UNITS
- WINDINGWALK FILING 1**
- 345 - 6,000 SF LOTS (50' X 120')
- 345 UNITS
- WINDINGWALK FILING 2**
- 60 - 5,500 SF LOTS (60' X 110')
- 60 UNITS
- 3,168 PLATTED OR PLAT APPROVED LOTS
- THE ENCLAVE AT STONEBRIDGE FILING 4**
- 79 - 7,200 SF LOTS (60' X 120')
- 115 - 6,000 SF LOTS (60' X 110')
- 15 - 6,000 SF LOTS (70' X 110')
- 209 UNITS
- ROLLING HILLS RANCH FILING 1-3**
- 191 - 6,000 SF LOTS (50' X 120')
- 391 - 7,200 SF LOTS (60' X 120')
- 441 - 8,400 SF LOTS (70' X 120')
- 723 UNITS
- ROLLING HILLS RANCH FILING 4**
- 144 - 7,200 SF LOTS (60' X 120')
- 144 UNITS
- 869 FUTURE ROLLING HILLS UNITS
- THE ESTATES AT ROLLING HILLS RANCH FILING 1-4**
- 210 - 21,000 SF LOTS (120' X 180')
- 54 - 45,000 SF LOTS (180' X 250')
- 264 UNITS
- 264 FUTURE THE ESTATES AT ROLLING HILLS UNITS

OVERALL TOTAL: 4,510 UNITS SHOWN.
DEVELOPMENT IS LIMITED TO A UNIT CAP OF 4,500.



URBAN DESIGN
LAND PLANNING
& LANDSCAPE
ARCHITECTURE

NES

508 South Tejon Street
Colorado Springs, CO 80903
Tel: 719.471.0073
Fax: 719.471.0287

MERIDIAN RANCH OVERALL LOT LAYOUT

DATE: _____
DRAWN: JBS
APPROVED: J. ROMERO

REVISIONS:	BY:	COMMENTS:

PROPOSED

SHEET NO.
1
OF 1 SHEETS