

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

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

DATE: Wednesday, July 5, 2023
TIME: 10:30 a.m.
PLACE: Meridian Ranch Recreation Center
10301 Angeles Road
Peyton, CO 80831

The Public may participate in person or by following this link [Click here to join the meeting](#) or by telephone by calling +1 872-242-8662 and using Phone Conference ID: 695136892#

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 June 7, 2023, Regular Board Meeting Minutes (enclosure) ***Pages 3-5***
- F. Election of Officers

II. FINANCIAL ITEMS:

- A. Review Tap Fee Report for Information Only (enclosure and/or distributed under separate cover) ***Pages 6-7***
- B. Receive Finance Committee Report ***Page 8***
- C. Review, Ratify and Approve Monthly Payment of Claims (enclosure and/or distributed under separate cover) ***Pages 9-10***
- D. Consider MSMD Resolution 23-02 Extending Filing of 2022 Audit (enclosure) ***Pages 11-12***

III. OPERATIONS & ENGINEERING ITEMS:

- A. Information Items (No Action)
 - 1. MSMD Operations Reports – Water, Sewer, Parks and Grounds, Recreation (enclosure and/or handout) ***Pages 13-15***
 - 2. Manager’s Verbal Report
 - a. Discussion on Violation Notices
- B. Action Items
 - 1. Consider and Approve Revised Sale of Water Agreement for Antler Ridge Golf Course (enclosure) ***Pages 16-26***
 - 2. Consider and Approve Notice of Award, Phase II Sanitary Sewer By-pass, Beers Constriction in the amount of \$741,129.00 ***Pages 27-30***

IV. DIRECTOR ITEMS:

V. LEGAL ITEMS:

VI. ADJOURNMENT:

The next regular meeting of the Boards is scheduled for Wednesday, August 2, 2023, at 10:30 a.m. at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831.

RECORD OF PROCEEDINGS

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

Held: June 7, 2023, 10:30 a.m., or as soon thereafter as possible upon adjournment of the MRMD meeting at the Meridian Ranch Recreation Center, 10301 Angeles Road, Peyton, Colorado 80831

Attendance: The following Directors were in attendance:

Butch Gabrielski, President
Wayne Reorda, Secretary/Treasurer
Bill Gessner, Asst. Secretary/Treasurer

The following Directors were absent and excused:

Mike Fenton, Asst. Secretary/Treasurer
Tom Sauer, Asst. Secretary/Treasurer

Also present were:

Jim Nikkel; Meridian Service Metro District
Jennette Coe; Meridian Service Metro District
Beth Aldrich; Meridian Service Metro District
Braden McCrory; Meridian Service Metro District
Ryan Kozlowski; Meridian Service Metro District
Aleks Myszkowski; Meridian Service Metro District
Ron Fano; Spencer Fane
Tom Kerby; Tech Builders
Raul Guzman; Tech Builders
Ted Tchang; GTL
Jenny Frost; GTL
Doug Woods; GTL
Sharon Sharpton; Resident
Callie Wenzel; Resident
Richard Wenzel; Resident

Call to Order A quorum of the Board was present, and the Directors confirmed their qualification to serve. The meeting was called to order at 10:58 a.m.

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

RECORD OF PROCEEDINGS

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

Visitor Comments There were none.

Approve Minutes The Board reviewed the May 3, 2023, Board Minutes and a motion was made and seconded to approve the minutes as presented. The motion was approved by unanimous vote of Directors present.

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

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

Receive Finance Committee Report: Ms. Coe noted the Finance Committee met on May 18, 2023, and gave a summary of the Finance Committee Report on page 20 of the packet. The May Interim payments were reviewed and signed by Director Gabrielski and Director Sauer.

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

Interim: Payments for ratification totaling \$382,431.04

MSMD: Payments totaling \$312,661.98

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

Operations & Engineering Items

Information Items:

MSMD Operations Reports:

- Mr. McCrory presented the water, sewer, parks and grounds, and drainage operation reports which included information from pages 23 & 24 of the Board Packet. Mr. McCrory also noted:
 - Sewer meter B has been repaired.
 - The fifty new trees that we received have been planted and we are continuing to remove dead trees.
 - The Water Tank project is close to completion.
 - With all the rain that we have been receiving we have not needed to take water from the Guthrie wells.

RECORD OF PROCEEDINGS

- Mr. Kozlowski presented the Recreation Center Report to the Board which included information from pages 25 & 26 of the Board Packet. Mr. Kozlowski also noted:
 - On June 1 the Recreation Center began opening at 5:00 a.m. It has been well received and we are tracking the numbers.
 - At this time, we have eighteen booths rented for Falcon Freedom days. We are expecting that number to increase as we get closer to the event date.
 - El Paso County has asked if they can use the Recreation Center as a polling place in the upcoming election.

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

- There will be an item for Election of Officers on next month's agenda.
- Mr. Nikkel gave an update on the Field House project.

Director Items

There were none.

Legal Items

There were none.

Adjournment

There being no further business to come before the Board, the President adjourned the meeting at 11:42 a.m.

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

Respectfully submitted,

Secretary for the Meeting

Meridian Service Metropolitan District
2023 Tap Report

Counts	Date	Tap Receipt No.	Service Address	Filing #	Lot #	Builder	Tap Amt Paid	Meter Amt Paid	Check No.	Monthly Tap Totals
52	5/30/2023	3775	9813 Meridian Hills Tr	Stonebridge 4	186	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23052602 - 6317202	
53	5/31/2023	3776	11301 Palmer Peak Pl	Estates Rolling Hills Ranch 1	12	Jaspal S Hunjan/Gurpreet K Chana	\$ 21,500.00	\$ 700.00	Check #1001	
54	6/1/2023	3777	10914 Evening Creek Dr	Rolling Hills Ranch 2	137	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23053102 - 6917340	
55	6/5/2023	3778	9805 Meridian Hills Tr	Stonebridge 4	185	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23060202 - 7373411	
56	6/6/2023	3779	10757 Foggy Bend Ln	Rolling Hills Ranch 2	409	Covington Homes	\$ 21,500.00	\$ 700.00	Wire/230606099591	
57	6/12/2023	3780	10878 Foggy Bend Ln	Rolling Hills Ranch 2	396	Covington Homes	\$ 21,500.00	\$ 700.00	Wire/230612112213	
58	6/14/2023	3781	10726 Morning Hills Dr	Rolling Hills Ranch 2	502	Covington Homes	\$ 21,500.00	\$ 700.00	Wire/230614110166	
59	6/14/2023	3782	9842 Hidden Ranch Ct	Stonebridge 4	206	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23061302 - 9128755	
60	6/16/2023	3783	9903 Hidden Ranch Ct	Stonebridge 4	154	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23061502 - 9639532	
61	6/21/2023	3784	13403 Foggy Meadows Dr	Rolling Hills Ranch 2	481	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062002 - 0301859	
62	6/21/2023	3785	13411 Foggy Meadows Dr	Rolling Hills Ranch 2	482	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062002 - 0301859	
63	6/21/2023	3786	13419 Foggy Meadows Dr	Rolling Hills Ranch 2	483	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062002 - 0301859	
64	6/21/2023	3787	13518 Woods Grove Dr	Rolling Hills Ranch 2	467	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062002 - 0301859	
65	6/21/2023	3788	13566 Woods Grove Dr	Rolling Hills Ranch 2	461	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062002 - 0301859	
66	6/21/2023	3789	13558 Woods Grove Dr	Rolling Hills Ranch 2	462	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062002 - 0301859	
67	6/21/2023	3790	10919 Rolling Mesa Dr	Rolling Hills Ranch 1	208	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062002 - 0301859	
68	6/22/2023	3791	13550 Woods Grove Dr	Rolling Hills Ranch 2	463	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062102 - 0542243	
69	6/22/2023	3792	13418 Foggy Meadows Dr	Rolling Hills Ranch 2	514	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062102 - 0542243	
70	6/22/2023	3793	13410 Foggy Meadows Dr	Rolling Hills Ranch 2	515	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062102 - 0542243	
71	6/22/2023	3794	13402 Foggy Meadows Dr	Rolling Hills Ranch 2	516	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062102 - 0542243	
72	6/22/2023	3795	13526 Woods Grove Dr	Rolling Hills Ranch 2	466	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062102 - 0542243	
73	6/23/2023	3796	10915 Evening Creek Dr	Rolling Hills Ranch 1	156	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062202 - 0873022	
74	6/23/2023	3797	9806 Hidden Ranch Ct	Stonebridge 4	209	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23062202 - 0885183	
75	6/23/2023	3798	12662 Granite Ridge Dr	Stonebridge 4	100	Campbell Homes	\$ 21,500.00	\$ 700.00	Epymnt/P23062202 - 0885384	
76	6/26/2023	3799	10875 Evening Creek Dr	Rolling Hills Ranch 1	159	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062302 - 1099793	
77	6/26/2023	3800	10924 Evening Creek Dr	Rolling Hills Ranch 1	138	ZRH Construction	\$ 21,500.00	\$ 700.00	Epymnt/P23062302 - 1099793	\$ 577,200.00 June - 26 Taps

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

(Initial) Tap Purchase Date	Tap Receipt No.	Service Address	Builder	Tap Fee Paid At Time of Purchase	Meter Set Fee Paid At Time of Purchase	Additional Tap Fees Due (Per Current Fee Schedule)	Additional Fee Due (Per Current Fee Schedule)	Date Paid	Total Additional Amount Collected Prior to Meter Set		
12/29/2021	3492	12657 Windingwalk Dr	Campbell Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	1/30/2022	\$ 3,575.00	\$ 3,575.00	Jan-23
10/18/2021	3428	11270 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	3/7/2023	\$ 3,575.00		
10/5/2021	3422	11150 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	3/7/2023	\$ 3,575.00		
3/1/2022	3569	12667 Enclave Scenic Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	3/22/2023	\$ 2,545.00	\$ 9,695.00	Mar-23
3/28/2022	3598	9879 Hidden Ranch Ct	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	4/4/2023	\$ 2,545.00		
10/19/2021	3430	11390 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	4/13/2023	\$ 3,575.00		
3/28/2022	3597	9891 Hidden Ranch Ct	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	4/14/2023	\$ 2,545.00		
3/28/2022	3608	10863 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	4/20/2023	\$ 2,545.00		
4/19/2022	3637	10451 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	4/20/2023	\$ 2,545.00	\$ 13,755.00	Apr-23
4/19/2022	3634	12923 Ranch Gate Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	5/9/2023	\$ 2,545.00		
10/18/2021	3429	11300 Palmer Peak Pl	Majestic Custom Homes	\$ 18,000.00	\$ 625.00	\$ 3,500.00	\$ 75.00	5/16/2023	\$ 3,575.00		
4/19/2022	3639	10435 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	5/18/2023	\$ 2,545.00		
4/19/2022	3638	10443 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	5/25/2023	\$ 2,545.00		
4/19/2022	3646	10862 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	5/25/2023	\$ 2,545.00		
4/19/2022	3641	10419 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	5/25/2023	\$ 2,545.00		
5/11/2022	3665	10879 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	5/25/2023	\$ 2,545.00		
4/19/2022	3645	10854 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	5/25/2023	\$ 2,545.00	\$ 21,390.00	May-23
4/19/2022	3633	12937 Ranch Gate Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	6/6/2023	\$ 2,545.00		
6/3/2022	3690	9733 Marble Canyon Way	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	6/6/2023	\$ 2,545.00		
4/17/2022	3647	10870 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	6/19/2023	\$ 2,545.00		
5/11/2022	3664	10887 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	6/19/2023	\$ 2,545.00		
5/11/2022	3663	10895 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	6/19/2023	\$ 2,545.00		
5/11/2022	3661	10918 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	6/30/2023	\$ 2,545.00		
4/19/2022	3648	10878 Rolling Peaks Dr	Century Communities	\$ 19,000.00	\$ 655.00	\$ 2,500.00	\$ 45.00	6/30/2023	\$ 2,545.00	\$ 17,815.00	Jun-23
									\$ 66,230.00		



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

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

On June 20, 2023 the Board's Finance Committee, Directors Gabrielski and Sauer, met with Jim Nikkel, General Manager and Carrie Billingsly, Accounting Tech Supervisor. The following is a summary of the meeting:

- The Finance Committee approved interim MSMD payments in the amount of \$701,607.91 and directed staff to add this to the Board's July 2023 agenda for ratification.
 - The Cherokee payment includes \$351,619.86 for the semi-annual portion of the bond payment, the remaining is for April O&M and replacement plan.
 - GSE Construction is for the filter plant expansion.
 - Haynie is a progress billing for the audit.
 - Joe Johnson Equipment is for a replacement pump on the vac truck.
 - LKA Partners is for the field house study.
 - Swedish Industrial is for the tank painting.

Submitted by:


Milton B. Gabrielski, Finance Committee Chair

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

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Amount</u>
06/20/23	ePayment	All American Sports	\$ 67.99
06/20/23	ePayment	Aqueous Solution Inc.	\$ 2,777.61
06/20/23	ePayment	Axis Business Technologies	\$ 352.16
06/20/23	Check	Badger Meter	\$ 231.60
06/20/23	ePayment	BailOut Window Cleaning	\$ 30.00
06/20/23	Check	Bill.com	\$ 152.10
06/20/23	ePayment	Browns Hill Engineering & Controls, LLC	\$ 2,085.00
06/20/23	ePayment	Cherokee MD	\$ 405,755.23
06/20/23	Check	CIT-First Citizens Bank & Trust CO	\$ 177.92
06/20/23	ePayment	Club Automation, LLC	\$ 1,843.92
06/20/23	Vendor Direct	Colorado Analytical Lab	\$ 3,213.40
06/20/23	Check	Comcast - MRRC	\$ 466.18
06/20/23	Check	Comcast - Office	\$ 283.92
06/20/23	Vendor Direct	CPS Distributors, Inc	\$ 16.55
06/20/23	Check	Cusic Construction, Inc	\$ 550.00
06/20/23	Vendor Direct	El Paso County Public Health	\$ 52.50
06/20/23	Vendor Direct	El Paso County Public Health Laboratory	\$ 252.00
06/20/23	Vendor Direct	Ewing Irrigation	\$ 231.22
06/20/23	Check	Grainger	\$ 239.00
06/20/23	Check	GSE Construction CO., Inc	\$ 50,350.00
06/20/23	Check	GTL Development Inc.	\$ 1,471.13
06/20/23	Vendor Direct	Haynie & Company, P.C.	\$ 14,000.00
06/20/23	Check	Hepperle Event & Party Services, LLC	\$ 600.00
06/20/23	Check	Joe Johnson Equipment LLC	\$ 20,813.19
06/20/23	Vendor Direct	Johnson Controls Security Solutions	\$ 1,021.25
06/20/23	ePayment	Landmark Plumbing	\$ 325.00
06/20/23	Check	LKA Partners, Inc	\$ 21,510.00
06/20/23	ePayment	MEI Elevator Solutions	\$ 2,881.76
06/20/23	ePayment	Morgan Black	\$ 450.00
06/20/23	Vendor Direct	MVEA	\$ 72,275.57
06/20/23	Check	New Falcon Herald	\$ 798.00
06/20/23	Vendor Direct	O'Reilly Automotive	\$ 316.25
06/20/23	Check	Ryan Kozlowski	\$ 110.17
06/20/23	Check	Shops at Meridian Ranch, LLC	\$ 4,145.13
06/20/23	ePayment	Starfish Aquatics Institute	\$ 129.00
06/20/23	ePayment	Swedish Industrial Coatings LLC	\$ 67,212.50
06/20/23	Vendor Direct	The Lifeguard Store, Inc	\$ 528.50
06/20/23	Vendor Direct	USA BlueBook	\$ 626.63
06/20/23	Check	Utility Notification Center of Colorado	\$ 470.85
06/20/23	Check	VertiCloud Networks LLC	\$ 3,605.20
06/20/23	Vendor Direct	Waste Management of Colorado Springs	\$ 1,298.13
06/20/23	Check	Whisler Industrial Supply	\$ 281.74
Total Invoices	42	Bill.com Total	\$ 683,998.30
06/20/23	ACH	Club Auto	\$ 618.18
06/20/23	ACH	Divvy	\$ 16,991.43
# of Payments	44	Total Payment Amount	\$ 701,607.91

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

<u>Date</u>	<u>Payment Type</u>	<u>Vendor</u>	<u>Amount</u>
07/05/23	ePayment	Aqueous Solution Inc.	\$ 3,803.26
07/05/23	ePayment	Beers Construction LLC	\$ 71,948.21
07/05/23	Check	Black Hills Energy	\$ 6,441.78
07/05/23	Virtual card	BrightView Landscape Services Inc.	\$ 40,682.00
07/05/23	ePayment	Browns Hill Engineering & Controls, LLC	\$ 6,035.40
07/05/23	ePayment	Carlson, Hammond & Paddock, LLC	\$ 7,991.65
07/05/23	Check	CEBT Payments	\$ 17,454.99
07/05/23	ePayment	Cherokee MD	\$ 64,472.18
07/05/23	Virtual card	Cintas Fire 636525	\$ 4,485.71
07/05/23	Virtual card	Colorado Analytical Lab	\$ 343.40
07/05/23	Virtual card	CPS Distributors, Inc	\$ 458.30
07/05/23	ePayment	CRS Community Resource Services	\$ 15,633.04
07/05/23	Check	Fire Flow Fire Hydrant Testing & Maint	\$ 200.00
07/05/23	Check	Grainger	\$ 4,196.17
07/05/23	Check	Home Depot Credit Services	\$ 1,549.62
07/05/23	ePayment	Jan-Pro of Southern Colorado	\$ 2,872.00
07/05/23	Check	John Deere Financial	\$ 1,082.34
07/05/23	Check	Landscape Endeavors, Inc.	\$ 35,537.00
07/05/23	Check	Lytle Water Solutions, LLC	\$ 39,949.75
07/05/23	Check	Midwest Barricade Company, Inc.	\$ 719.72
07/05/23	Virtual card	Mug-A-Bug Pest Control	\$ 682.00
07/05/23	Virtual card	O'Reilly Automotive	\$ 66.48
07/05/23	Check	RESPEC (formerly JDS Hydro)	\$ 21,355.18
07/05/23	ePayment	Rob's Septic Service & Porta-Pot Rental	\$ 1,160.00
07/05/23	Virtual card	Safeway	\$ 173.89
07/05/23	Virtual card	Spencer Fane LLP	\$ 7,031.32
07/05/23	Check	Tech Builders Inc	\$ 2,694.32
07/05/23	Virtual card	USA BlueBook	\$ 1,277.90
07/05/23	Check	VertiCloud Networks LLC	\$ 3,140.20
07/05/23	Virtual card	Vortex Colorado, LLC	\$ 495.00
07/05/23	Virtual card	Waste Management of Colorado Springs	\$ 627.24
07/05/23	Check	WHMD Woodmen Hills Metropolitan District	\$ 9,876.39

Bill.com Total **\$ 374,436.44**

07/05/23	ACH	Conoco Fleet Services	\$ 2,607.98
07/05/23	Check #13339	Sheila Smith	\$ 150.00

of Payments **34** **Total Payment Amount** **\$ 377,194.42**

<u>Payroll Transactions</u>	<u>06/01/23-06/30/23</u>
BOD Payroll:	\$ 538.25
Bi-weekly Payroll:	\$ 312,620.67
Payroll & HR Services:	\$ 1,195.00
Total:	\$ 314,353.92

RESOLUTION APPROVING THE EXTENSION OF TIME TO FILE AUDIT
FOR FISCAL YEAR 2022 FOR THE
MERIDIAN SERVICE METROPOLITAN DISTRICT

WHEREAS, the Board of Directors of the Meridian Service Metropolitan District (the "District") has been advised by the District's auditors of the need for an extension of time to file the District's audit report for fiscal year 2022; and

WHEREAS, Section C.R.S. 29-1-606(4), states that if any local government is unable to file an audit report with the State Auditor by the statutory deadline of July 31, the governing body of the local government shall submit to the State Auditor a written request for extension of time to file; and

WHEREAS, said written request must be filed no later than one month after the statutory deadline to file an audit; and

WHEREAS, the State Auditor may authorize an extension of such time for not more than sixty days, up to and including September 30, 2023; and

WHEREAS, said request for extension of time has been completed in accordance with regulations issued by the State Auditor and in compliance with Section C.R.S. 29-1-606(4).

NOW THEREFORE, be it resolved by the Board of Directors of the Meridian Service Metropolitan District that the request for extension of time to file the audit for the District for the fiscal year ended December 31, 2022, has been reviewed and is hereby approved by a majority of the Board of Directors of the District; and that this resolution shall be attached to, and shall become a part of the request for extension of time to file the audit of the District for fiscal year ended December 31, 2022.

ADOPTED this _____ day of July, 2023.

MERIDIAN SERVICE METROPOLITAN
DISTRICT

By: _____
President

ATTEST:

Secretary



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End *December 31, 2022* ONLY

Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	Meridian Service Metropolitan District
Name of Contact:	Jenette Coe
Address:	11886 Stapleton Drive
City/Zip Code	Falcon, CO 80831
Phone Number:	719-495-6567
E-mail	j.coe@meridianservice.org
Fiscal Year Ending (mm/dd/yyyy):	12/31/2022
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2023
Comments (optional):	

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature

Printed Name:

Milton Gabrielski

Title:

President

Date:

7/5/2023

MSMD Operations Report for June 2023

May water operations completed the monthly Bac-T sampling with no issues. Monthly water meter reading and water usage performed on 6-21-23. The 2 MG tank blasting is completed, stripe coating was completed late June with coating applied to the roof week of June 26th weather permitting. Booster skid temporary repairs have been completed but still chasing temp repair options due to a faulty check valve and increased water demand, a different temporary repair is now in the works. Ross Electric and Browns Hill have been extremely helpful coming up with ideas to help get us through until the new control panel gets installed at the end of the year. Guthrie wells started feeding the system on 6-29-23 in anticipation of increased water demand.

The Parks and Drainage Department was busy with detention pond maintenance during the storms in June. A couple irrigation controller's experienced power/fault issues, repairs are underway. Due to the increased moisture, noxious weeds have flared up, mitigation steps are underway. Backflow testing scheduled to begin July 5th.

Staff performed weekly infiltration gallery inspections and recorded water level logging data. Monthly flow measurement and calculations were taken on 6-28-23. Gallery inspection frequency was increased due to the heavy rainfalls.

The large irrigation pond is full and golf course pond levels are being monitored and managed through SCADA. Another round of algaecide and raking was performed on 6-22-23. Due to the increased rainfall, additional algaecide will be ordered.

Wastewater operations staff completed weekly composite sampling and drop off to Cherokee. The filter plant manhole was also cleaned on 6-9-23 and 6-23-23. Communication issues have been resolved, now assisting WHMD and their pump issues. On 6-26-23 pump 1 at the lift station faulted. After some troubleshooting, a faulty fuse was replaced, and the pump was back up and running in a few hours. Bar screen spare parts are being priced and ordered.

June was a busy month due to heavy rains and storms. Staff did a great job working through the challenges and long days with no disruptions in service affecting the residents. We've got a good crew!

Upcoming or continued water tasks:

- Monthly meter reading (completed ~~1-23-23, 2-23-23, 3-23-23, 4-27-23, 5-25-23, 6-21-23~~)
- Monthly Bac-T sampling (~~Jan, Feb, Mar, Apr, May, Jun~~, Jul, Aug, Sept, Oct, Nov, Dec)
- ~~1st Quarter monitoring and sampling~~
- ~~2nd Quarter monitoring and sampling~~
- 3rd Quarter monitoring and sampling
- 4th Quarter monitoring and sampling
- ~~Sanitary Survey~~
- Lead and Copper Sampling (bi-yearly) (~~dropped off 4-19-23, results received 4-27-23~~)

Upcoming or continued parks and drainage:

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

Upcoming or continued wastewater tasks:

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

Recreation Board Report

July 5th, 2023

Usage Numbers June 1-30, 2023

Total Attendance – 16251

Group Ex – 591 Participants. Of those we received \$333 from non-members

Childcare attendance – 253

Parties – 8 pool parties

Revenue collected - **\$19,427.50**

Pulse Check:

The recreation center visits increased dramatically, while group exercise and childcare visits slightly decreased. The facility feels very busy, and we are seeing a full outdoor pool every nice weather day we have.

Youth outdoor baseball and T-ball is in full swing, and everything is going very well. We have had to make adjustments due to the weather but have made it work. Swim lessons continue to fill as they always do in the summer. Group exercise instructors have been great to work with during the remodel and moving around some classes. Childcare parent's night out programs continue to fill and be in high demand.

The locker room remodel is on the home stretch, and we should be finished by July 14th. I will have a better update at the board meeting, as I am meeting with the contractor the morning of the 5th to get a concrete timeline for completion.

Falcon Freedom Days is on July 1st, and we are prepared to execute the event. We have over 20 booths, food trucks, petting zoo, numerous first responders, a DJ, and 4 large inflatables for the event. I will provide an update on how the event went with financials at the August meeting.

RESTATED WATER SERVICE AGREEMENT

THIS RESTATED WATER SERVICE AGREEMENT (the “Agreement”) is made effective as of the date of the last signature below (the “Effective Date”) by and among **Woodmen Hills Metropolitan District, by and through its Water and Wastewater Enterprises (“WHMD”)**, a Colorado metropolitan district, duly organized and existing under the laws of the State of Colorado, **Meridian Service Metropolitan District (“MSMD”)**, a Colorado metropolitan district, duly organized and existing under the laws of the State of Colorado (together, WHMD and MSMD are referred to herein as the “Districts”) and **Meridian Ranch Golf Course, LLC (“Customer”)**. WHMD, MSMD and Customer may be collectively referred to herein as the “Parties.”

RECITALS

A. WHEREAS, WHMD owns and operates the Woodmen Hills Regional Water Reclamation Facility Wastewater Treatment Plant (“WWTP”) (formerly known as the Paint Brush Hills Regional Wastewater Treatment Plant), which discharges treated wastewater to an unnamed tributary to the West Fork of Black Squirrel Creek, depicted as Bennett Channel on **Exhibit A** attached hereto.

B. WHEREAS, WHMD and MSMD constructed a surface water diversion structure and related water conveyance infrastructure (“SWDS”) on and adjacent to Bennett Channel immediately downstream from the WWTP discharge point to divert both wastewater effluent discharged from the WWTP and native surface water in Bennett Channel pursuant to the decrees entered by the Division No. 2 Water Court in Cases Nos. 02CW16 and 05CW43 (“02CW16 Decree”). To measure the native flow of Bennett Channel as required by the 02CW16 Decree, MSMD constructed a stream gauge immediately upstream of the WWTP discharge point (together, the SWDS and the stream gauge are referred to herein as the “Diversion Facilities”).

C. WHEREAS, Customer operates what is commonly known as Antler Creek Golf Course (the “Golf Course”), which is located at 9650 Antler Creek Dr, Peyton, Colorado 80831 and within Meridian Ranch and Woodmen Hills Filing No. 11.

D. WHEREAS, Customer owns and operates a pond located on Tract 12 of Woodmen Hills Filing No. 11 (“Antler Creek Reservoir”), which, as depicted on **Exhibit A**, is located immediately adjacent to the SWDS and contains some of the SWDS infrastructure.

E. WHEREAS, MSMD and Customer previously entered into a Water Service Agreement dated November 15, 2002 (the “MSMD Agreement”), which contemplated MSMD delivering and Customer purchasing water for the irrigation of the Golf Course.

F. WHEREAS, WHMD and Customer previously entered into a Water Service Agreement dated November 21, 2002 (the “WHMD Agreement”), which contemplated WHMD delivering and Customer purchasing water for the irrigation of the Golf Course.

G. WHEREAS, the WHMD Agreement and the MSMD Agreement are collectively referred to herein as the “Original Agreements” and they each contained a ten-year term that expired in 2012.

H. WHEREAS, since expiration of the Original Agreements in 2012, WHMD and MSMD have continued to divert water at the SWDS for delivery to Customer at Antler Creek Reservoir for irrigation of the Golf Course.

I. WHEREAS, MSMD and WHMD have shared equally in the cost of the engineering, design, permitting, and construction of the Diversion Facilities and thus, though undocumented, the Districts agree that each owns an equal share of the Diversion Facilities.

J. WHEREAS, MSMD and WHMD have also shared equally in the cost to operate, maintain, upgrade and repair the Diversion Facilities.

K. WHEREAS, the Parties desire to enter into a new agreement regarding the provision of water to Customer that replaces the Original Agreements in their entirety.

NOW THEREFORE, in consideration of the mutual promises contained below, the Parties agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS.** The Parties hereby acknowledge and agree to the Recitals set forth above, which are incorporated herein by this reference.

2. **ORIGINAL AGREEMENTS SUPERSEDED.** Upon the Effective Date, this Agreement replaces and supersedes in its entirety the Original Agreements, which shall no longer be of any force or effect.

3. **AGREEMENT TO SELL AND PURCHASE.** The Districts agree to sell and deliver to Customer, and Customer agrees to exclusively purchase and accept from the Districts, water during the irrigation season (defined for purposes of this agreement as March 1 through November 30) in accordance with the terms and conditions of this Agreement and with the applicable rules and policies of the Districts which relate to the furnishing of water to bulk users. It is the intent of the Parties that the Districts shall have the exclusive right to provide water to Customer during the Term (defined below), provided that they are not in default of the terms of this Agreement.

4. **SOURCES AND AMOUNT OF WATER.**

4.1. **Sources.** The Districts shall sell and deliver to Customer water from the following sources: (a) non-potable water consisting of treated WWTP wastewater effluent; and (b) native creek flow decreed in Case No. 02CW16. The Districts reserve the right, but have no obligation, to provide other water sources to Customer for irrigation of the Golf Course. Customer agrees and acknowledges that all water delivered under this Agreement, whether treated wastewater effluent, native creek flow, or other sources of water, shall be sold and delivered in an “AS-IS” condition, without warranty or representation of any kind, including but not limited to any implied warranty of suitability for Customer’s intended uses.

4.2. **Amount.** Subject to Customer’s written notification as set forth herein, the Districts shall deliver to Customer all water the Districts physically divert at the SWDS, up to 450,000 gallons per day, on a monthly schedule provided by the Districts on or before the

fifteenth (15th) day of each month that specifies the projected delivery volumes for the following month. Customer, in Customer's sole discretion, may elect to receive less than all of the water the Districts physically divert at the SWDS in any given month by providing the Districts written notification designating the amount Customer elects to receive in the following month no later than the twenty-fifth (25th) day of the preceding month. The Districts will first divert native creek flow decreed in Case No. 02CW316 to the extent available, which shall be attributable equally to WHMD and MSMD, followed by non-potable treated WWTP wastewater effluent, which shall be 81% attributable to WHMD and 19% attributable to MSMD. Notwithstanding the foregoing and if requested by Customer, the Districts in their sole discretion may supply up to 600,000 gallons per day, on a monthly schedule provided by the fifteenth (15th) day of the prior month that specifies the projected delivery volumes for the following month; for any such deliveries in excess of 450,000 gallons per day, the WWTP wastewater effluent shall be 86% attributable to WHMD and 14% attributable to MSMD.

5. **USE OF WATER.** The Customer's use of the water delivered hereunder shall be limited to irrigation of the Golf Course and other uses incidental to and customary of the operation and management of the Golf Course. Customer agrees not to resell any water furnished under this Agreement.

6. **RETURN FLOWS.** The Districts shall retain ownership, dominion, and control of the pro rata portion of the return flows associated with the water that is delivered and applied to irrigate the Golf Course according to the relative volumes that each District supplies under this Agreement. Each District may utilize such return flows for any purposes whatsoever, including but not limited to satisfying replacement obligations. Customer shall not oppose the Districts' future or amended water replacement plans, aquifer storage or aquifer storage and recovery projects, and/or other future cases involving such return flows. Customer shall have no obligation, responsibility or liability related to return flows other than Customer's obligation to use the water delivered as provided in Paragraph 5 above.

7. **POINT OF DELIVERY.** The point of delivery to Customer shall be Antler Creek Reservoir, depicted on Exhibit A.

8. **MAINTENANCE OF CUSTOMER INFRASTRUCTURE.** Customer, and not the Districts, shall be solely responsible for operating and maintaining Antler Creek Reservoir, and all transmission, conveyance, and distribution infrastructure used to convey the water after delivery to Antler Creek Reservoir (together, the "Customer Infrastructure") regardless of the water source, and Customer shall indemnify the Districts against any and all loss, damage and liability, including liability to third persons, occasioned or caused by any defect in the condition or construction of the Customer Infrastructure or any part thereof, or by reason of any negligence on the part of Customer in installing, maintaining, using or operating the Customer Infrastructure, except any loss, damage or liability resulting from intentional actions or inactions of the Districts or either one of them. Notwithstanding the foregoing, Customer shall not indemnify the Districts against any loss, damage or liability related to return flows or lack thereof resulting from Customer Infrastructure, unless such loss, damage or liability results from the intentional actions or inactions of Customer.

9. **MEASURING AND REPORTING.** MSMD and Customer agree to measure and record

all water delivered and applied to beneficial use under this Agreement on a daily basis and to report to WHMD each month the daily and total amount of water diverted at the SWDS and delivered to Customer at Antler Creek Reservoir by source of water (*i.e.*, native water owned by WHMD, native water owned by MSMD, WWTP wastewater effluent owned by WHMD, WWTP wastewater effluent owned by MSMD), as well as the amount and types of uses in the prior month. Customer further agrees to provide data, information, and testimony concerning irrigation and other uses of water at the Golf Course as may be reasonably requested by the Districts.

10. RATES. Customer shall pay each District for the amount of water diverted at the SWDS that is attributable to each District's water rights, as specified in Paragraph 4, at the following rates:

10.1. For water provided by WHMD, at WHMD's current rate of \$1.50 for each 1,000 gallons, adjusted each calendar year by approval of the WHMD Board of Directors or, in the absence of action by the WHMD Board, by the Consumer Price Index for All Urban Consumers, All Items, for the Denver-Aurora-Lakewood area, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"), or successor index should publication of the CPI cease. Any adjustments based on the CPI shall be equal to the percentage increase or decrease in the CPI issued for the calendar year in which such adjustment is to be made (or if the CPI for such year is not yet publicly available, the CPI for the most recent calendar year for which the CPI is publicly available) as compared to the CPI issued for the year in which the Effective Date occurred; and

10.2. For water provided by MSMD, at MSMD's current rate of \$1.10 for each 1,000 gallons, adjusted each calendar year by approval of the MSMD Board of Directors.

11. PAYMENT; DEFAULT. Customer shall pay each District for all water delivered during the previous month within thirty (30) days of receipt of an invoice for such water from each District (the "Payment Due Date"). Failure to make such payment on a Payment Due Date shall constitute a default hereunder. All amounts for which Customer fails to make timely payment shall accrue interest at a rate of 1% per month for so long as the amount is unpaid. If Customer fails to pay any amount hereunder for a period of ninety (90) days after a notice of default is provided by the District to whom such payment is owed ("Cure Period"), the District to whom such payment is owed may terminate this Agreement by providing written notice to the other Parties. Such termination shall not, however, affect Customer's liability to pay all amounts due under this Agreement and the Districts may pursue their legal remedies to recover said amount in any court with jurisdiction over the matter. Should a District initiate litigation to recover overdue sums under this Agreement, the prevailing party in any such litigation shall be entitled to a judgment that includes reasonable attorneys' fees and costs.

12. TERM. This Agreement shall be effective for a period from the Effective Date until December 31, 2033, and shall thereafter automatically renew for successive one-year terms unless one of the Parties provides the other two Parties with written notice of non-renewal on or before December 31, 2033 and December 31 in subsequent years (the "Term").

13. LIMITATION OF THE DISTRICTS' LIABILITY. No default shall occur, and the Districts shall not be liable to Customer, for any failure to deliver water under this Agreement except to the extent WHMD and/or MSMD intentionally withhold deliveries without a reasonable basis therefor or to the extent such failure is caused by WHMD's and/or MSMD's neglect or failure

to exercise reasonable care and diligence in the performance of this Agreement. The Districts shall have the right to suspend the delivery of water under this Agreement to the extent necessary to comply with any drought restrictions, curtailment, or water quality violation, or for the purpose of making repairs or improvements to their water or wastewater systems.

14. OWNERSHIP AND RESPONSIBILITY FOR DIVERSION FACILITIES. As between MSMD and WHMD, the Districts own an equal share of the Diversion Facilities and shall share equally in the costs to operate, maintain, upgrade and repair the Diversion Facilities and shall share equally in the costs associated with measuring the water that passes through the Diversion Facilities pursuant to paragraph 9 above.

15. ASSIGNABILITY OF AGREEMENT. Customer shall not assign, sell, or transfer its rights and obligations under this Agreement without prior written notice to the Districts.

16. REPRESENTATIONS AND WARRANTIES.

16.1. Customer represents and warrants that it is a Delaware limited liability company in good standing and authorized to do business in the State of Colorado and has the power and the authority to enter into and perform in a timely manner its obligations under this Agreement.

16.2. Each of the Districts represents and warrants that it is a quasi-municipal corporation and political subdivision of the State of Colorado formed pursuant to Title 32 of the Colorado Revised Statutes and has the power to enter into and has taken all actions to date required to authorize this Agreement and to perform in a timely manner its obligations under this Agreement.

16.3. The Parties represent and warrant to one another that:

16.3.1. The execution and delivery of this Agreement has been duly and validly authorized by all necessary actions on their parts to make this Agreement valid and binding upon the Parties.

16.3.2. To the Parties' knowledge, the execution and delivery of this Agreement will not: (i) conflict with or contravene any law, order, rule or regulation applicable to the Parties or their governing documents; (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Parties are a party or by which they may be bound or affected; or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Parties.

16.3.3. To the Parties' knowledge, there is no litigation, proceeding, initiative, referendum, or investigation or threat or any of the same contesting the powers of the Parties or any of their principals or officials with respect to this Agreement that has not been disclosed in writing to all Parties.

17. Notices. Any notice or demand under this Agreement shall be in writing and shall be hand delivered, sent by a nationally recognized overnight delivery service, sent by registered or certified mail, postage prepaid, return receipt requested, or sent electronically, to the following address:

TO WHMD:

Woodmen Hills Metropolitan District
ATTN: Wally Eaves, Wastewater Enterprise Director
8046 Eastonville Road
Falcon, CO 80831
Email: wally.eaves@whmd.org

with copy to:

Brownstein Hyatt Farber Schreck, LLP
ATTN: Michael P. Smith
675 15th Street, Suite 2900
Denver, CO 80202-4432
Email: msmith@bhfs.com

TO MSMD:

Meridian Service Metropolitan District
ATTN: Jim Nikkel, General Manager
11886 Stapleton Drive
Falcon, CO 80831
Email: j.nikkel@meridianservice.org

with copy to:

Spencer Fane, LLP
ATTN: Ron Fano
1700 Lincoln St., Suite 2000
Denver, CO 80203
Email: rfano@spencerfane.com

TO CUSTOMER:

Meridian Ranch Golf Course, LLC
By GTL, Inc. a California Corporation, Managing Member
ATTN: Raul Guzman
PO Box 80036
San Diego, CA 92138
Email: raul@techbilt.com

with copy to:

Alderman Bernstein

ATTN: Jody Alderman
101 University Blvd., Suite 350
Denver, CO 80206
Email: jha@ablawcolorado.com

18. MISCELLANEOUS PROVISIONS.

18.1. This Agreement shall be binding on the Parties and their respective successors and assigns.

18.2. The above and foregoing constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and no additional or different oral representation, promise or agreement shall be binding upon any of the Parties hereto with respect to the subject matter of this Agreement.

18.3. No customer or other person or entity other than the Parties shall be deemed to be a third-party beneficiary under this Agreement, and nothing in this Agreement, express or implied, is intended to, and shall not be deemed to, confer upon any customer or other person or entity, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement. It is the express intention of the Parties that any person or entity other than the Parties that may receive services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

18.4. Nothing contained herein shall be construed or interpreted as: (a) creating a joint venture, partnership or other similar relationship between the Parties or any of them; (b) entitling any person or entity not a Party to this Agreement to any benefits of this Agreement; (c) appointing one of the Parties as the agent of the other Party or authorizing one of the Parties to enter into contracts in the name of the other Party except as permitted by this Agreement; or (d) creating, establishing or imposing a fiduciary duty owed by a Party to the other Party hereunder or in any way creating a fiduciary relationship between the Parties.

18.5. No Party shall be excused from complying with any provision of this Agreement by the failure of the other Party to insist upon or to seek compliance. No assent, expressed or implied, to any failure by a Party to comply with a provision of this Agreement shall be deemed or taken to be a waiver of any other failure to comply by said Party. No extension of time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.

18.6. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or to any other defenses, immunities, or limitations of liability available to the Parties against third parties by law.

18.7. Except as otherwise expressly provided in this Agreement, this Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed

by the Parties in the same manner as this Agreement.

18.8. No Party shall be liable for delay or failure to perform hereunder, despite best efforts to perform, if such delay or failure is the result of *force majeure*, and any time limit expressed in this Agreement shall be extended for the period of any delay resulting from any *force majeure*. Timely notices of the occurrence and the end of such delay shall be provided by the Party asserting *force majeure* to the other Party. “*Force majeure*” shall mean causes beyond the reasonable control of a Party such as, but not limited to, adverse weather conditions, acts of God or the public enemy, pandemic, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty, or action of government authorities other than the Parties.

18.9. The Parties acknowledge that they participated in the drafting of this Agreement and this Agreement shall not be construed against either one of them based on the interpretative rule that contracts should be construed against the drafter.

18.10. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

18.11. All previous communications between the Parties to this Agreement, either verbal or written, with reference to the subject matter of this Agreement are abrogated, including but not limited to the Original Agreements. This Agreement, duly accepted and approved, constitutes the entire understanding and agreement between the Parties to this Agreement, and no modification of this Agreement shall be binding on the parties or either of them unless such modification is in writing and executed by the Parties.

18.12. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

18.13. In any litigation arising under this Agreement, the Parties waive the right to a trial by jury.

18.14. The headings and titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to define, limit, or describe the scope of intent of any provision this Agreement.

Each Party to this Agreement has caused it to be executed and effective as of the date set forth above.

(Remainder of Page Intentionally Blank)

**WOODMEN HILLS METROPOLITAN
DISTRICT**

BY: _____

ITS: _____

DATE: _____

**MERIDIAN SERVICE METROPOLITAN
DISTRICT**

BY: _____

ITS: _____

DATE: _____

**MERIDIAN RANCH GOLF COURSE, LLC
BY GTL INC., a California corporation,
Managing Member**

BY: _____

ITS: _____

DATE: _____

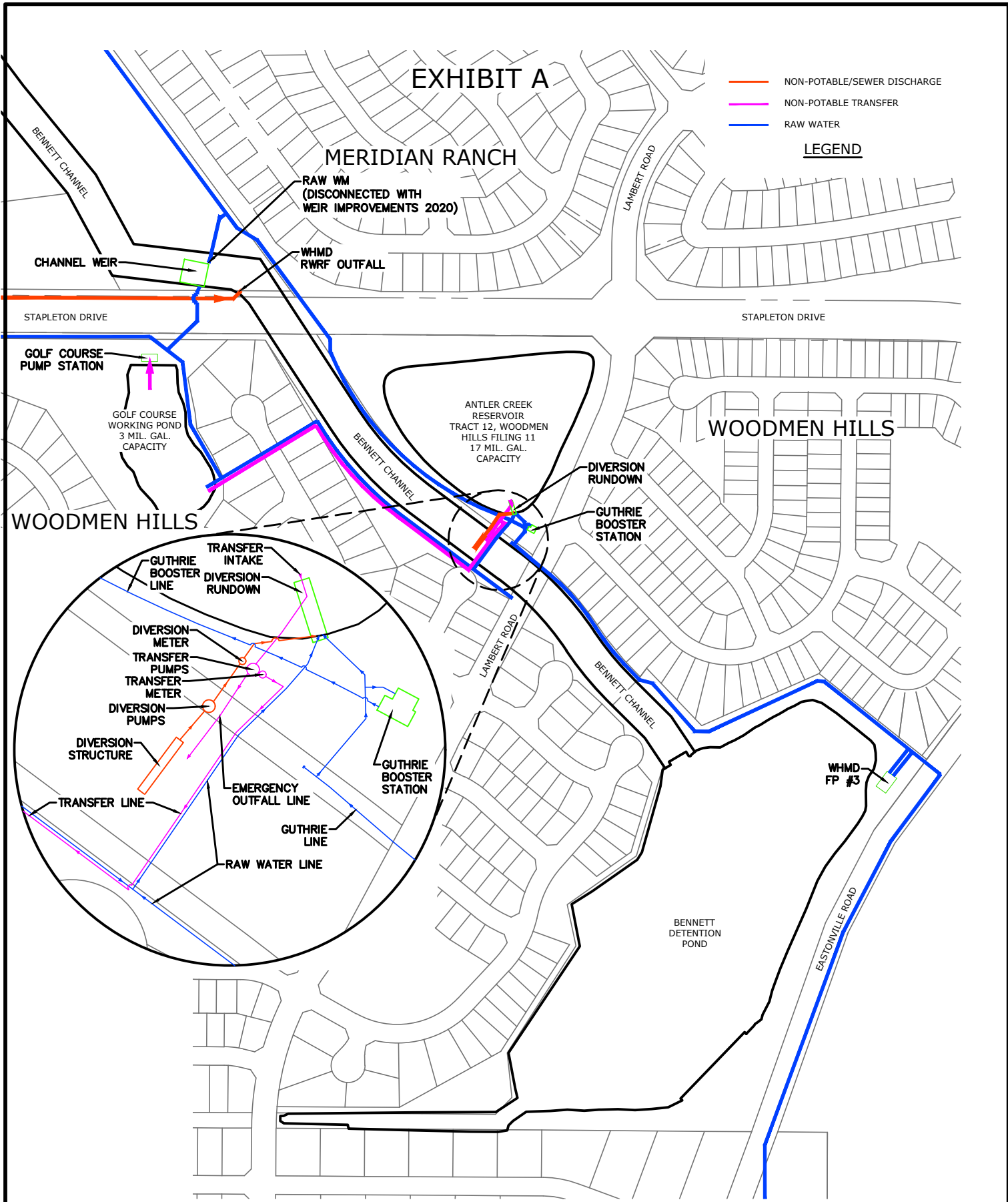
EXHIBIT A

(Map of Delivery Points)

EXHIBIT A

MERIDIAN RANCH

- NON-POTABLE/SEWER DISCHARGE
 - NON-POTABLE TRANSFER
 - RAW WATER
- LEGEND**



A

SCALE: N.T.S.
DATE: JUNE 2023
DRAWN: TAK
CHECK: RG

DIVERSION WATER SYSTEM

ANTLER CREEK GOLF COURSE
EXHIBIT A

TECH CONTRACTORS
11910 TOURMALINE DR #130
FALCON, CO 80831
TELEPHONE: 719.495.7444

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BID TABULATION

Project: **Phase II Sewer Bypass**
 Owner: **Meridian Service Metropolitan District**
 Engineer: RESPEC, LLC
 Bid Date: June 29, 2023 @ 2:00 PM

<u>BID SCHEDULE</u>	<i>General Requirements</i>	<i>Precast MH #1 Tie-in/Replacement</i>	<i>Precast MH #12 Tie-In (w/CIP Base)</i>	<i>SDR26 Gravity Sewer Line</i>	<i>SDR35 Gravity Sewer Line</i>	<i>Dewatering</i>	<i>Precast Sewer Manholes</i>	<i>Asphalt & Curb/Gutter Replacement</i>	<i>Earthwork Fill from 20+00 - 25+50</i>	<i>Traffic Control</i>	<i>Revegetation</i>	<i>Total Bid Price</i>
Contractor	1 LS	1 LS	1 LS	1600 LF	1960 LF	3560 LF	10 EA	1 LS	1 LS	1 LS	1 LS	
Fraze Construction, Co.	\$44,495.00	\$43,175.00	\$34,865.00	\$305,600.00	\$309,680.00	\$85,440.00	\$99,500.00	\$17,300.00	\$23,000.00	\$25,000.00	\$37,000.00	\$1,025,055.00
Native Sun Construction	\$42,120.04	\$41,724.65	\$19,352.76	\$203,546.77	\$220,246.73	\$35,677.18	\$125,078.50	\$6,762.10	\$50,085.57	\$34,728.75	\$26,046.56	\$805,369.61
SMH West, LLC	\$53,160.00	\$28,000.00	\$37,000.00	\$214,400.00	\$243,040.00	\$71,200.00	\$110,000.00	\$13,000.00	\$20,000.00	\$15,000.00	\$5,200.00	\$810,000.00
Beers Construction, LLC	\$63,140.00	\$23,206.00	\$30,279.00	\$193,600.00	\$219,520.00	\$10,680.00	\$140,580.00	\$7,163.00	\$6,550.00	\$38,080.00	\$8,331.00	\$741,129.00
<i>Averages</i>	\$50,728.76	\$34,026.41	\$30,374.19	\$229,286.69	\$248,121.68	\$50,749.30	\$118,789.63	\$11,056.28	\$24,908.89	\$28,202.19	\$19,144.39	\$845,388.40



Meridian Service Metropolitan District
11886 Stapleton Drive
Peyton, CO 80831
Attn: David Pelsler

June 29, 2023

**Re: MSMD – Phase II Sewer Bypass
Award of Construction**

Dear Mr. Nikkel:

This letter concerns the June 29, 2023 bid opening for the Project entitled: *Meridian Service Metropolitan District – Phase II Sewer Bypass*. There were four (4) bidders on the project and attached is a summary of Bid results which ranged from \$741,129 to \$1,025,055.

Beers Construction, LLC, is the apparent lowest responsive and responsible bidder. All necessary contract documentation was submitted with the bid package.

The District has worked successfully with Beers Construction in the past on a waterline project, and they have the equipment, bonding capacity, and experience to perform the work for this project. Therefore, we recommend award of the contract to Beer Construction.

We believe that some contingency should be accounted for in the budget of this project as certain issues or site conditions/restraints could arise during construction.

Attached is the Notice of Award which you can approve and sign if you choose.

Please call the number below if you have any questions or concerns.

Sincerely,
RESPEC, LLC



Ryan M. Mangino, PE

Enclosures

SECTION 00480

NOTICE OF AWARD

Dated June 29, 2023

TO: Beers Construction, LLC
(BIDDER)

OWNER'S PROJECT NO.: 151.57

OWNER'S CONTRACT NO.: N/A

CONTRACT FOR: Meridian Service Metropolitan District
Phase II Sewer Bypass

You are notified that your Bid dated June 29, 2023, for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the:

Meridian Service Metropolitan District – Phase II Sewer Bypass

The Contract Price of your contract is **\$741,129.00** Dollars.

Three copies of each of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within **fifteen (15) days** of the date of this Notice of Award, that is by July 17, 2023.

1. You must deliver to the **OWNER** three fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on (the cover) page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph 18), General Conditions (paragraph 5.01) and Supplementary Conditions (Part 5).
3. You must also deliver to the **OWNER** (with copies to **ENGINEER**) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
4. In the event of any arbitration or litigation arising out of the Agreement or for its breach, the Arbitrator or Court shall award to the prevailing party all reasonable costs and expenses, including attorney's fees.

Failure to comply with these conditions within the time specified will entitle **OWNER** to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, **OWNER** will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

(OWNER)

By _____
(AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above **NOTICE TO AWARD** is hereby acknowledged by

this the _____, 20__

Copy to **ENGINEER**