

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

Thursday, June 17, 2021

Triview Metropolitan District Office
And Via Zoom Video Conference
Conference Dial In 669-900-6833
Meeting ID: 892 4783 1883

16055 Old Forest Point Suite 302
Monument, CO 80132
4:00 p.m. – 7:00 p.m.

AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Approval of Agenda
4. Executive Session §24-6-402(4) (a), (b), (e), Acquisitions, Legal Advice, and Negotiations, regarding the following general topics:
 - Negotiations associated with water delivery infrastructure
 - Negotiations associated with water storage on the Arkansas River and its tributaries
 - Negotiations with potential contractors and miners concerning the Stonewall Springs Reservoir Complex
 - Negotiations regarding acquisition of renewable water resources
 - Negotiations with the Town of Monument.Adjourn Executive Session
5. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - May 20, 2021 Regular Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Taps for May, 2021 (enclosure)
 - d. Tax Transfer from Monument (enclosure)
 - e.
6. Action Items:
 - a. Review and Consider approval of the proposal from Native Sun Construction for the construction of Segment D of the Northern Delivery System in the amount of \$490,049.17
 - b. Review and Consider a Resolution 2021-06 of the Triview

Metropolitan District Consenting to the Organization of the Conexus Commercial Metropolitan District, whose Boundaries and service will overlap with the Boundaries and services of the Triview Metropolitan District.

- c. Review and Consider Creekside- Higby Road Financing Agreement.
- d. Review and Consider Approval of a Post-Closing Extension Agreement with Stonewall Springs Quarry LLC.
- e. Review and Consider Approval of a Gravel Property Lease with Fremont Paving and Redi Mix Inc. for the Central Reservoir.
- f. Review and Consider Approval the granting of a Utility Easement for a Powerline Relocation at South Reservoir.
- g. Review and Consider Approval of an Outlet Easement Agreement with Pueblo East Phase III LLC.
- h. Review and Consider Approval of an Outlet Easement Agreement with Stonewall Springs Quarry LLC.

7. Public Comment

8. Operations Report

- a. District Manager Monthly Report (enclosure)
 - Northern Delivery System
 - NMCI Update.
 - Status of Stonewall Springs South Reservoir Inlet and Spillway
 - Status of Central Reservoir and funding for Slurry Wall
 - Status of Pueblo Reservoir Excess Capacity Agreement
 - Meter Replacement Program
 - Regional Water Reuse Study
 - I-25 Bore Segment D Northern Delivery System
- b. Public Works and Parks and Open Space Updates (Matt Rayno)
 - Monthly activities and accomplishments (enclosure)
 - Leather Chaps Overlay Project.
 - A-Yard Building status of building construction.
- c. Utilities Department Updates (Shawn Sexton)
 - Monthly activities and accomplishments (enclosure)

9. Board Discussion

10. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.

a. Checks of \$5,000.00 or more (enclosure)

b. May 2021 Financials (enclosure)

11. Update Board on Public Relation activities.

- Newsletter June

12. Adjournment

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT AND THE BOARD OF DIRECTORS OF THE WATER ACTIVITY ENTERPRISE, USING ZOOM FOR THE VIDEO CONDERENCE HELD

May 20, 2021

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, May 20, 2021, beginning at 5:30 p.m. The meeting was conducted online using Zoom. This meeting was open to the public. The meeting was called to order at 5:30 p.m.

ATTENDANCE

In attendance were Directors:

President	Mark Melville Via Zoom
Vice President	Marco Fiorito, Via Zoom
Director	James Barnhart, Via Zoom
Director	James Otis, Via Zoom

Absent:

Director, Anthony Sexton, whose absence was excused.

Also, in attendance were on roll call:

James McGrady, District Manager
Joyce Levad, District Administrator
Chris Cummins, District Water Attorney
George Rowley, District Legal Counsel
Shawn Sexton, Water Superintendent
Matt Rayno, Parks and Open Space Superintendent

ADMINISTRATIVE MATTERS

Agenda – Mr. McGrady distributed for the Board's approval the proposed agenda. A motion was made by Director Otis to approve the agenda. Upon a second by Director Barnhart, vote was taken, and the motion carried unanimously.

Consent Agenda –

- a. Prior Meeting Minutes April 29, 2021 Regular Board Meeting
- b. Billing Summary Rate Code Report
- c. District Tap Fees received in April 2021.
- d. Tax Transfer from Monument

RECORD OF PROCEEDINGS

A motion was made by Director Barnhart to approve the consent agenda. The motion was duly seconded by Director Otis. A vote was taken, and the motion carried unanimously.

PUBLIC COMMENT

None

OPERATIONS REPORT

District Manager Report (enclosure)

- Mr. McGrady gave an update on the building for A Yard. The roof and the siding will be installed next week.
- The Northern Delivery System is going well. The boring under I-25 will go out to bid on June 9, 2021. The work will begin in July 2021.
- The crew took a walk on the route from the Northern Delivery System tank, from Baptist Road to the section behind Sanctuary Point area where it will cut through Filing 8 to get an idea for future construction.
- The District submitted an application for a Pueblo Reservoir 40-year Excess Storage Capacity Account from the United States Bureau of Reclamation.
- Construction at the south Reservoir is nearing completion.
- The District is now in the process of developing a plan to install up to 600 meters in the older part of Triview.

Public Works and Parks and Open Space Updates (Matt Rayno)

- The District is starting the Lyons Tail Irrigation project.
- The District concrete bid was awarded to Groninger Concrete. Work will start late July 2021.
- Street sweeping on the main roads will start May 24th.

Utilities Department Update (Shawn Sexton)

Superintendent Sexton went over his monthly Report. Highlights include the following:

- Total water production for April 2021 was 13.118 Mg
- Well A1 flowmeter ordered for replacement by Timberline
- Well D1 scheduled for well case screen cleaning with Hydro Resources Inc.
- Wells for A, B and C Plant are all running normally.

BOARD DISCUSSIONS:

A decision on the checks over \$5,000 was made to accept the format, as presented, and not increase the limit for the check approval.

RECORD OF PROCEEDINGS

A motion was made by Director Otis to accept the format, as presented, for approval of the checks over \$5,000. The motion was duly seconded by Director Barnhart. The motion was carried unanimously.

ACTION ITEMS

None.

FINANCIALS AND PAYABLES

Approve and Ratify Checks over \$5,000 – The Board reviewed the payment of claims over \$5,000. A motion to approve the checks greater than \$5,000 was made by Director Barnhart. The motion was duly seconded by Director Otis. The motion carried unanimously.

Monthly Cash Position and Unaudited Financial Statements – The Board reviewed the April 2021 unaudited Financial Statements as presented. A motion to approve the District's April 2021 Financial Statements was made by Director Otis. The motion was duly seconded by Director Barnhart. The motion carried unanimously.

PUBLIC RELATIONS:

The May newsletter is in the mail. 3 very good articles in this month addition.

EXECUTIVE SESSION

A motion was made by Director Barnhart for the Board to enter Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (e), Legal Advice and Negotiations. Upon a second by Director Otis, a vote was taken. The motion carried unanimously. Executive session was entered into at 6:03 p.m.

ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Fiorito. The motion was duly seconded by Director Otis. The motion carried unanimously. The meeting was adjourned at 7:15 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 5/1 to 5/31/2021
Summary Financial Information - Board Packet

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$88,764.41	1964
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$35,919.78	1935
Rate Code 01 Triview Metro - Res Water Base Rate	\$50,466.00	1943
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$42,000.95	1928
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$9,010.36	486
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$7.09	3
Rate Code 01 Triview Metro - Res Water Use Rate Tier4		
Rate Code 01 Triview Metro - Res Water Use Rate Tier5		
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$1,196.00	23
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$1,196.00	23
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$2,808.00	27
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$2,912.00	28
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$2,288.00	11
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$2,288.00	11
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$1,248.00	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$1,248.00	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$10,319.71	64
Usage Fee Triview Metro - Com Water Use Rate	\$14,364.83	64
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$1,092.00	21
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$1,456.00	14
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$3,120.00	15
Usage Fee Triview Metro - Com Irr Water Use	\$2,067.94	51
Triview Metro - Quik Way Sewer	\$73.40	1
Triview Metro - Metering & Billing Fee	\$8,144.00	2036
Title Prep Fee Triview Metro - Title Request Fee	\$1,400.00	28
Triview Metro - 5% Late Fee	\$1,212.26	152
Special Impact Triview Metro - Special Impact Fee	\$2,600.00	262
Triview Metro - Disconnect Fee		
Triview Metro - NSF Fee	\$25.00	1
Total Accounts	\$287,227.73	11097

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	1920
Rate Code 02 - Commercial Account 1"	24
Rate Code 03 - Irrigation Account 1"	20
Rate Code 04 - Commercial Account 1 1/2"	32
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	11
Rate Code 08 - Triview No Charge	2
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	16
Rate Code 11 - Irrigation Account 1 1/2"	11
Rate Code 12 - Permitted	
Total Accounts	2040

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 31,424.92
Amount Past Due 31-60 Days	\$ 683.20
Amount Past Due 61-90 Days	\$ (1,956.82)
Amount Past Due 91-120 Days	\$ (2,891.50)
Amount Past Due 120+ Days	\$ (8,316.88)
Total AR	\$18,942.92

Receipts	Amount	Items
Payment - ACH	\$144.43	1
Payment - ACH Key Bank	\$150,526.78	1110
Payment - Check Key Bank	\$98,213.12	626
Payment - On Site	\$26,326.78	199
Refund CREDIT	(\$5,162.49)	48
REVERSE Payment	(\$1,125.44)	7
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF	(\$110.96)	1
Total Receipts	\$268,812.22	1992
Checks versus Online Payments	42.61%	57.39%
	Checks	ACH's

Water	Gallons	Accounts
Gallons sold 4-1 to 4-30-2021 =	11,633,759	2037
Gallons sold 5-1 to 5-31-2021 =	16,085,083	2041

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	0.00%
40,001 - 50,000	0	0	0.00%
30,001 - 40,000	0	0	0.00%
20,001 - 30,000	3	60,457	0.52%
10,001 - 20,000	65	793,429	6.82%
8,001 - 10,000	118	1,050,615	9.03%
6,001 - 8,000	299	2,034,943	17.49%
4,001 - 6,000	562	2,751,738	23.65%
2,001 - 4,000	674	2,078,653	17.87%
1 - 2,000	185	234,680	2.02%
Zero Usage	14	0	0.00%
Total Meters	1920	9,004,515	77.40%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	18	1,580,301	13.58%
40,001 - 50,000	5	230,003	1.98%
30,001 - 40,000	6	198,342	1.70%
20,001 - 30,000	5	139,138	1.20%
10,001 - 20,000	5	83,832	0.72%
8,001 - 10,000	2	18,048	0.16%
6,001 - 8,000	2	15,236	0.13%
4,001 - 6,000	6	28,914	0.25%
2,001 - 4,000	7	18,523	0.16%
1 - 2,000	14	14,249	0.12%
Zero Usage	0	0	0.00%
Total Meters	70	2,326,586	20.00%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	0.00%
40,001 - 50,000	3	133,980	1.15%
30,001 - 40,000	0	0	0.00%
20,001 - 30,000	2	51,680	0.44%
10,001 - 20,000	4	51,408	0.44%
8,001 - 10,000	1	8,006	0.07%
6,001 - 8,000	2	13,994	0.12%
4,001 - 6,000	2	9,642	0.08%
2,001 - 4,000	5	14,807	0.13%
1 - 2,000	26	19,141	0.16%
Zero Usage	2	0	0.00%

SANCTUARY POINTE

JACKSON CREEK NORTH (CREEKSIDE)

NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD	NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16366	Morning Rise Lane	Classic Homes	05/03/21	\$40,256.47	1071	Foggy Day Drive	Classic Homes	05/03/21	\$39,124.53
16460	Mountain Glory Drive	Classic Homes	05/03/21	\$40,248.38	1094	Rambling Oak Dr	Classic Homes	05/03/21	\$39,455.00
835	Panoramic Dr.	Classic Homes	05/03/21	\$40,774.57	1080	Parkline Lane	Classic Homes	05/20/21	\$39,115.08
16384	Morning Rise Lane	Classic Homes	05/20/21	\$40,642.22	16869	Roaming Elk Dr.	Classic Homes	05/20/21	\$39,044.95
16474	Morning Rise Lane	Classic Homes	05/20/21	\$41,234.73	16762	Roaming Elk Dr.	Classic Homes	05/17/21	\$38,633.39
16436	Mountain Glory Drive	Classic Homes	05/20/21	\$40,506.69	16822	Roaming Elk Dr.	Classic Homes	05/17/21	\$39,196.72
914	Panoramic Dr.	Classic Homes	05/17/21	\$41,091.12	1059	Foggy Day Drive	Classic Homes	05/17/21	\$38,510.78
16330	Morning Rise Lane	Classic Homes	05/17/21	\$41,396.72	Total:				\$273,080.45
16388	Mountain Glory Drive	Classic Homes	05/17/21	\$40,229.53					
Total:				\$366,380.43					



June 14, 2021

Triview Metropolitan District
P. O. Box 849
Monument, CO 80132

Per the current Intergovernmental Agreement (IGA) between the Town of Monument and Triview Metropolitan District, the Town will transfer \$225,899.94 to the Triview ColoTrust District Fund account on or before June 30, 2021. The ACH detail is as follows and documentation is enclosed.

Sales Tax for April 2021	\$ 210,328.65
Regional Building Use Tax for May 2021	\$ 258.67
Motor Vehicle Tax for April 2021	\$ 15,312.62

If you have questions or need additional information, please do not hesitate to contact me.

Sincerely,

Rosa R. Ooms, CPA
Treasurer/Finance Director



Triview Metro Public Works June 2021 Report

List of June Projects:

- Martin Marietta Leather Chaps overlay project complete
- Dead tree and shrub replacements
- Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations
- Grade trails, and trail weed control
- Crack and curb weeds
- Irrigation install Lyons Tail, Jackson Creek to Kitchener north side.
- Aeration and over-seed, Lyons Tail north side Jackson Creek to Kitchener
- Native & Dentition pond mow and trim
- Install sod at creek side and Leather Chaps S/E corner where new irrigation tap was installed.
- Street sweeping District mains.
- Fleet maintenance

Focus for July:

- Irrigation install Kitchener and Lyons Tail.
- Dead tree and shrub replacements
- Tree ring definition and mulch





- 2nd Round ornamental beds pre/post application
- Erosion control work on Transcontinental trail and Swing Park Trail
- Start landscape enhancement project Leather Chaps and Baptist (median and irrigation sleeves prep)
- Prep work for HA5 project warranty
- Pruning trees and shrubs
- Street Sweeping residential roads
- Weed control.





SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created: June 2, 2021

Start Date: May 1, 2021

End Date: May 31, 2021

Region: Colorado Springs/Pueblo

May Summary:

The longest snow season in many years came to a close in May with the season's first snowfall occurring all the way back on September 8th into the 9th, 2020. With the last snow along the I-25 corridor in El Paso County occurring on the 10th into the 11th of May, 2021 the snow season was roughly 244 days or 67% of an entire year over El Paso County! The snow season was shorter in Pueblo with the last measurable snow reported on the 19-20th of April. In May Pueblo only reported a trace of snow on the 10th into 11th. Over El Paso County there were 2-4 snow events for the month depending upon elevation with snow totals of 1-4" in Colorado Springs and 8-10" or more from Palmer Lake to Monument and into Black Forest. Temperatures were below normal with an average temperature of 55.9 degrees in Colorado Springs which was 1.2 degrees below the normal of 57.1 degrees. The airport in Colorado Springs reported 3.98" for the month which was 1.99" above normal and makes May of 2021 the 16th wettest on record. Snowfall at the airport was 1.7", 1.1" above normal and makes May of 2021 the 19th snowiest on record. The season snowfall for Colorado Springs is 54.3" which is 21.8" above normal and makes the 2020-21 snow season the 17th snowiest on record! The all time record snowfall in Colorado Springs is 89.4" set back in 1956-57. There was a total of 16 days during the month with measurable precipitation of 0.01" or more which was 52% of the total days in May. In Pueblo temperatures were also slightly below normal for the month of May with an average temperature of 60.2 degrees, 1.2 degrees below normal. Pueblo reported even more rain than Colorado Springs with a whopping 4.95" reported, 3.38" above normal and makes May of 2021 the 3rd wettest on record! Season snowfall for Pueblo was 37.4" which is 9.1" above normal for the season and is the 30th snowiest on record. May lived up to its reputation of being a wet month along the Front Range overall with a high frequency of storms and above normal precipitation for all areas along the I-25 corridor from Monument to Pueblo. Season snow reports will be issued in the coming weeks.

SNOW REPORT

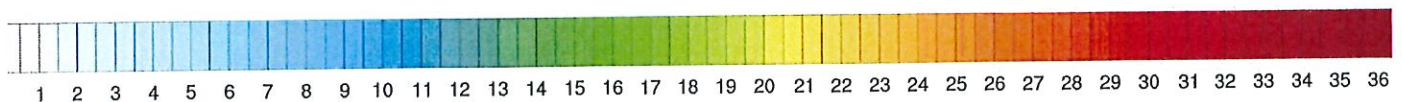
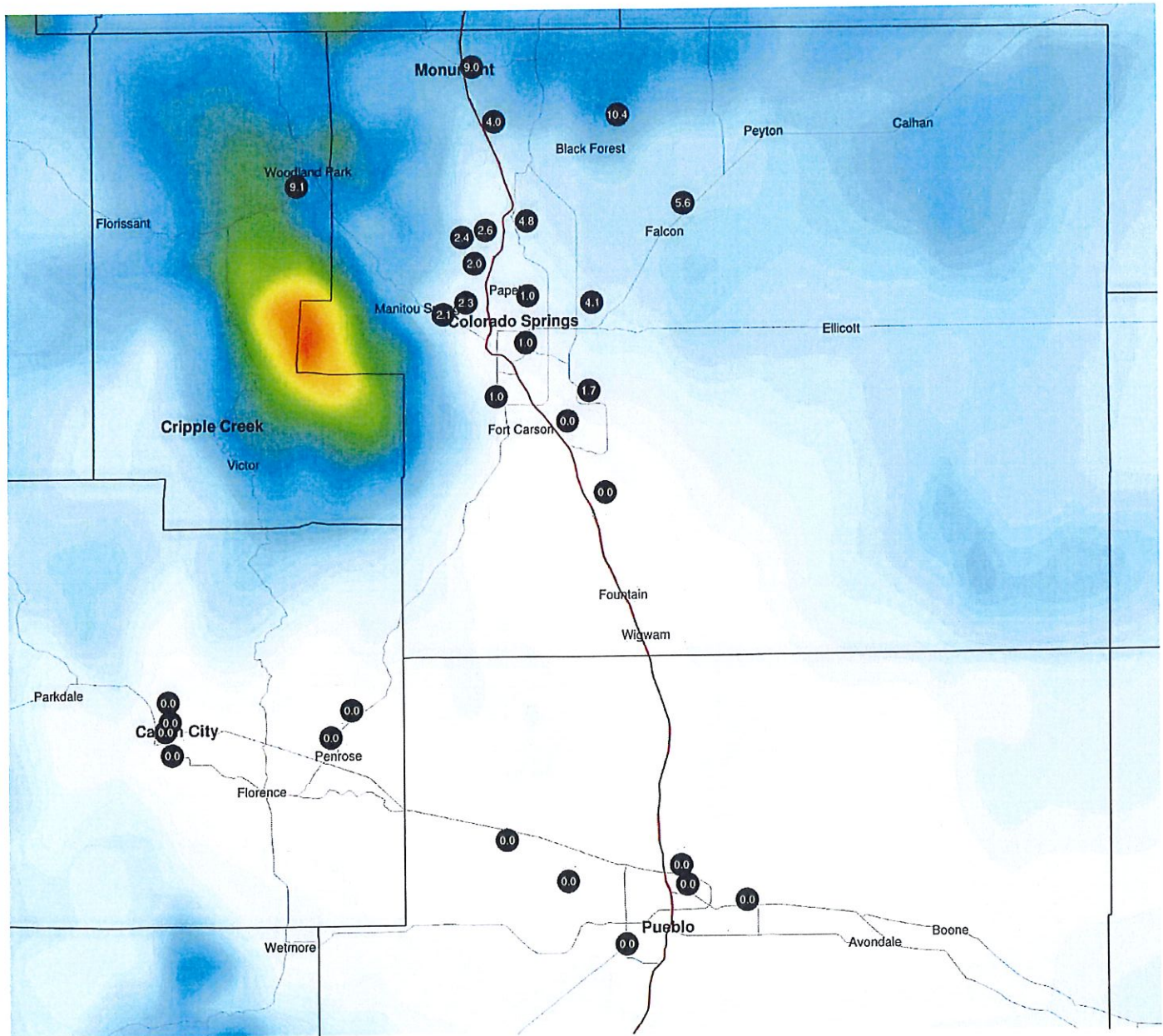
your window to the weather
SKYVIEW WEATHER®

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SNOW REPORT

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End Date: May 31, 2021

Region: Colorado Springs/Pueblo

Snowfall by Location

Location	Zip Code	Snowfall	Location	Zip Code	Snowfall	Location	Zip Code	Snowfall
Black Forest WSW	80908	10.4	Colo Springs S FD HQ	80910	1.0	Penrose NW	81240	0.0
Canon City	81212	0.0	Colo Springs 7.2 SSW or 3.0S	80906	1.0	Penrose ESE	81240	0.0
Canon City N	81212	0.0	Colo Springs 6 NW	80919	2.0	Pueblo NWS	81001	0.0
Canon City NW	81212	0.0	Colo Springs 3.1 NW	80904	2.3	Pueblo 2E	81001	0.0
Canon City SE	81212	0.0	Colo Springs 3 NE	80909	1.0	Pueblo WSW	81007	0.0
Cimarron Hills	80915	4.1	Falcon 2.3 NNE	80831	5.6	Pueblo W	81007	0.0
Colorado Springs Airport	80916	1.7	Fountain E	80817	0.0	Pueblo SW	81005	0.0
Colo Sprgs 7 NW	80919	2.4	Gleneagle	80921	4.0	Pueblo N	81001	0.0
Colo Sprgs NNW/Falcon Estates	80919	2.6	Manitou Springs East	80829	2.1	Widefield/Security	80911	0.0
Colo Sprgs 7 NNE	80920	4.8	Monument Hill - 2.9 N	80132	9.0	Woodland Park	80863	9.1

Disclaimer Statement

This Skyview Weather SnowREPORT is certified to be accurate and representative of snowfall totals. Individual data reports (black dots) represent both physical measurements and derived-snowfall totals for specific georeferenced locations. The source of this data may include Cooperative Observers, National Weather Service (NWS) reports, and other private and public entities. Reports are quality controlled by Skyview Weather meteorologists through a comparison of physical and derived measurements vs. storm reanalysis data. Filled contour data is made available by the NWS NOHRSC system, providing high-resolution snowfall reanalysis through remote sensing, local storm reports, and area climatology. NOHRSC data is interpolated and experimental, and may not align with physical measurements. Skyview Weather reserves the right to update these reports as needed as new data becomes available. Use of this SnowREPORT for legal purposes is prohibited without expressed written consent. If approved, additional fees may apply.



Triview Metro Water Department

List of Accomplishments for May, 2021

Pumpage for month of May 2021 –

Total to Production	19.664 Mg
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Total to Production May/2020	35.771 Mg
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Net water impounded in District ground storage tanks	411 Gal
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Total District Irrigation	2.191 Mg
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Total Sold	16.085 MG
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Total Sold May/2020	31.380 Mg
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Total District flow to WWTP for May 2021	11.846 MG
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Reported activity for Month of May 2021

Wellfield-

- All wells are available (currently using A7, D7, A9, D9, D4, D1)
- Well A1 has a new meter to be installed when all parts arrive

Water Plants A/B, C Plant Pump Station-

- A Plant is running normally utilizing well D1
- B Plant is running normally (Clearwell pump scheduled for replacement June 28th)
- C Plant Pump Station is running normally (New control strategy in place with improved pressure control)
- Bulk chemicals for water treatment are arriving normally with no anticipated interruptions (Additional chemical storage is in place for the summer and full)

Additional Accomplishments-

- Numerous locates were completed throughout the district during this month; approx. 250
- Awaiting test results for radium from ACZ labs

Future projects-

- Continued work on the fire hydrant maintenance for the next several months

Project:
Owner:
Engineer:
Bid Date:

Northern Regional Water Delivery Project - Segment D
TRIVIEW METROPOLITAN DISTRICT
JDS-Hydro Consultants, Inc.
June 9, 2021 @ 2:00 PM

*Corrected Bid Prices

	Quantity	Unit	Colo. Civil Infra. Inc		Wagner Construction		Native Sun Construction	
			Unit Price	Sub-Total	Unit Price	Sub-Total	Unit Price	Sub-Total
1	1	LS	\$6,400.00	\$6,400.00	\$10,250.00	\$10,250.00	\$11,981.92	\$11,981.92
2	1000	LF	\$162.00	\$162,000.00	\$146.00	\$146,000.00	\$117.93	\$117,930.00
3	1	LS	\$6,900.00	\$6,900.00	\$6,800.00	\$6,800.00	\$6,782.51	\$6,782.51
4	2	EA	\$7,500.00	\$15,000.00	\$6,500.00	\$13,000.00	\$6,102.05	\$12,204.10
5	1	EA	\$22,800.00	\$22,800.00	\$13,250.00	\$13,250.00	\$17,996.30	\$17,996.30
6	1	EA	\$3,090.00	\$3,090.00	\$3,600.00	\$3,600.00	\$3,520.80	\$3,520.80
7	1	LS	\$9,940.00	\$9,940.00	\$3,000.00	\$3,000.00	\$11,035.44	\$11,035.44
8	1050	LF	\$1.35	\$1,417.50	\$1.80	\$1,890.00	\$1.25	\$1,312.50
Sub-Total Schedule A Bid Price				\$227,547.50		\$197,790.00		\$182,763.57

	Quantity	Unit	Unit Price	Sub-Total	Unit Price	Sub-Total	Unit Price	Sub-Total
9	1	LS	\$8,500.00	\$8,500.00	\$6,600.00	\$6,600.00	\$3,900.20	\$3,900.20
10	363	LF	\$177.00	\$64,251.00	\$252.00	\$91,476.00	\$99.18	\$36,002.34
11	4	EA	\$2,300.00	\$9,200.00	\$2,800.00	\$11,200.00	\$2,887.86	\$11,551.44
12	1	LS	\$6,400.00	\$6,400.00	\$10,250.00	\$10,250.00	\$8,471.92	\$8,471.92
13	1	EA	\$7,500.00	\$7,500.00	\$6,600.00	\$6,600.00	\$6,102.03	\$6,102.03
14	313	LF	\$735.00	\$230,055.00	\$910.00	\$284,830.00	\$701.53	\$219,578.89
15	1	EA	\$3,100.00	\$3,100.00	\$3,600.00	\$3,600.00	\$3,520.80	\$3,520.80
16	1	LS	\$7,100.00	\$7,100.00	\$1,100.00	\$1,100.00	\$7,894.58	\$7,894.58
17	405	LF	\$1.35	\$546.75	\$1.80	\$729.00	\$1.25	\$506.25
18	1	EA	\$2,860.00	\$2,860.00	\$3,800.00	\$3,800.00	\$2,734.05	\$2,734.05
19	1	EA	\$4,400.00	\$4,400.00	\$4,300.00	\$4,300.00	\$3,657.21	\$3,657.21
20	10	LF	\$272.00	\$2,720.00	\$200.00	\$2,000.00	\$139.08	\$1,390.80
21	1	EA	\$1,248.78	\$1,248.78	\$1,205.00	\$1,205.00	\$1,975.09	\$1,975.09
Sub-Total Schedule B Bid Price				\$347,881.53		\$427,690.00		\$307,285.60

Total Bid Price (Schedule A + Schedule B)

\$575,429.03	\$625,480.00	\$490,049.17
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RESOLUTION 2021-06

**OF THE BOARD OF DIRECTORS OF THE
TRIVIEW METROPOLITAN DISTRICT
EL PASO COUNTY, COLORADO**

**A RESOLUTION CONSENTING TO THE ORGANIZATION OF CONEXUS
COMMERCIAL METROPOLITAN DISTRICT, WHOSE BOUNDARIES AND SERVICES
WILL OVERLAP WITH THE BOUNDARIES AND SERVICES OF TRIVIEW
METROPOLITAN DISTRICT**

WHEREAS, the Triview Metropolitan District ("Triview") is a quasi-municipal corporation and political subdivision of the State of Colorado operating under Article 1 of Title 32, C.R.S.; and

WHEREAS, Section 32-1-107(2), C.R.S., provides generally that no special district may be organized wholly or partly within an existing special district providing the same service; and

WHEREAS, Section 32-1-107(3)(b)(IV), C.R.S., provides that an overlapping special district may be authorized to provide the same service as the existing special district if, among other requirements, the board of directors for the existing special district consents to the overlapping special district providing the same service; and

WHEREAS, the boundaries of the (Proposed) Conexus Commercial Metropolitan District ("Conexus"), which are legally described and depicted in Exhibit A, attached hereto, will overlap the boundaries of Triview; and

WHEREAS, Triview has received a request from the Petitioner for the organization of Conexus to permit the overlap of Conexus over certain property located within the boundaries of Triview pursuant to Section 32-1-107(3)(b)(IV), C.R.S.; and

WHEREAS, it is anticipated that upon formation, Conexus will be authorized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*, as amended, and the Service Plan for Conexus to provide various public improvements and services, including but not limited to water, sanitary sewer, storm sewer, street, transportation, traffic safety protection, television relay and translation, mosquito control, covenant enforcement, security, park and recreation, and fire protection improvements and services (collectively, the "Conexus Improvements") to support the development within Conexus's proposed boundaries, however, Conexus will not provide, public improvements or services that will duplicate or interfere with Triview's current or future public improvements; and

WHEREAS, Triview also has the authority to provide public improvements and services pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*, and its Service Plan, including water, sanitary sewer, storm sewer, street, transportation, traffic safety protection, park and recreation improvements and services; and

WHEREAS, it is anticipated that following the construction of the street, drainage, water, park and recreation, and sanitary sewer improvements, Conexus will transfer the street

improvements to the Town of Monument and Triview will maintain such improvements, and it is further anticipated that Conexus will transfer the water, drainage, park and recreation, and, sanitary sewer improvements to Triview for ownership and maintenance; and

WHEREAS, Conexus's provision of the Conexus Improvements will not duplicate or interfere with any improvements, facilities, or services Triview currently provides or that Triview may provide in the future; and

WHEREAS, Triview consents to the overlap of Conexus upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Triview Metropolitan District, County of El Paso, State of Colorado, that:

1. Pursuant to Section 32-1-107(3)(b)(IV), C.R.S., Triview hereby consents to the organization and overlapping boundaries of Conexus and to Conexus possessing the authority to provide the Conexus Improvements subject to the following conditions:

a. The improvements and facilities to be financed, designed, acquired or constructed by Conexus may not duplicate or interfere with any other improvements or facilities existing or planned to be constructed by Triview without the written consent of Triview

b. Conexus shall construct all improvements and appurtenances that Triview will ultimately own, operate, and/or maintain in accordance with any and all applicable standards and specifications of Triview, as further set forth in the agreement attached hereto as Exhibit B, which Conexus shall approve and execute following its formation.

2. Triview's consent is expressly conditioned on Conexus's compliance with the conditions stated herein. Failure by Conexus to comply with the express conditions stated herein shall nullify the consent of Triview to the formation and overlap of Conexus pursuant to Section 32-1-107, C.R.S.

3. Neither Triview nor Conexus shall be deemed a partner, joint venture, or agent of the other.

Dated this ____ day of _____, 2021.

TRIVIEW METROPOLITAN DISTRICT

By: _____
President

ATTEST:

Secretary

EXHIBIT A



EXHIBIT B

**OVERLAP CONSENT AGREEMENT
BY AND AMONG
CONEXUS COMMERCIAL METROPOLITAN DISTRICT,
CONEXUS LLC,
AND
TRIVIEW METROPOLITAN DISTRICT**

1. **PARTIES.** The Parties to this Overlap Consent Agreement (the "Agreement") are **CONEXUS LLC**, a Colorado limited liability company (the "Developer"), **CONEXUS COMMERCIAL METROPOLITAN DISTRICT**, quasi-municipal corporations and political subdivisions of the State of Colorado ("Conexus"), and the **TRIVIEW METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "Triview"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

2. **RECITALS.** The Recitals are a part of the Agreement.

2.1 Conexus is in the process of being organized pursuant to and in accordance with the provisions of Title 32 of the Colorado Revised Statutes in order to finance and construct certain public improvements to serve the project known as "Conexus" in the Town of Monument, Colorado (the "Project").

2.2 Triview provides water, sanitation, street and drainage, safety protection, park and recreation, and mosquito control services and improvements ("Services") to customers in certain portions of the Town of Monument (the "Town").

2.3 This Agreement shall be attached as an exhibit to the Conexus service plan and a violation of this Agreement shall be considered a material modification of the Conexus service plan.

2.4 The boundaries of Conexus are located entirely within the existing boundaries of Triview, making Conexus an "overlapping district" pursuant to § 32-1-107, C.R.S.

2.5 Triview is authorized under its service plan to provide the Services within and without its boundaries.

2.6 Conexus's Service Plan contemplates the financing and construction of certain water, sanitary sewer, storm sewer, street, transportation, traffic safety protection, park and recreation, improvements and services, which are subject to dedication to Triview or to the Town

2.7 Once organized, Conexus will be authorized to finance and construct those water, sanitary sewer, storm sewer, street, transportation, traffic safety protection, park and recreation, improvements, facilities and infrastructure contemplated in its service plan, provided, however, the facilities and infrastructure to be financed and constructed by Conexus shall not duplicate or interfere with any other improvements or facilities already constructed, or planned for

construction, within Triview's boundaries and further provided that the facilities and infrastructure are promptly and properly dedicated to Triview or to the Town as provided in the Conexus service plan and this Agreement.

2.8 Triview's consent to the overlap is conditioned upon Conexus entering into this Agreement upon Conexus' formal organization. Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree as follows:

3. TERMS

3.1 Exercise of Service Plan Authority. Conexus has consent to finance, construct, operate and maintain the improvements contemplated by its service plan, which are needed in order to service the development within Conexus. Conexus' authority described in this Paragraph 3.1 is restricted to financing and constructing improvements that will not duplicate or interfere with any other improvements or facilities already constructed or planned for construction within Triview. Conexus shall not have the authority to finance or construct any facilities that duplicate or interfere with Triview's improvements without obtaining the prior, written consent from Triview's Board of Directors, which consent may be withheld in Triview's sole discretion.

3.2 Design Standards. The improvements that are to be dedicated to Triview shall be designed, constructed, and installed in accordance with all applicable standards of Triview, and, if required, by the applicable standards of the Town.

3.3 Dedication, Acceptance, Operation, and Maintenance. Conexus shall dedicate and convey the completed improvements contemplated in their service plan to Triview in accordance with Triview's rules, regulations and policies Conexus shall warrant the construction of the improvements dedicated to, or to be operated and maintained by, Triview for a period of no less than two (2) years.

3.4 Change of Conexus Service Plan and Boundaries. The Conexus service plan shall not be modified with respect to its water and sanitation powers and services without the prior written consent of Triview, which consent may be withheld for any reason. The boundaries of Conexus shall not be expanded without the prior written consent of Triview, which consent may be withheld in Triview's sole discretion.

3.5 Rules, Regulations and Fees. Conexus agrees to abide by Triview's the rules and regulations, including payment of fees and rates, as now in existence or as hereafter may be modified by Triview from time to time.

3.6 Consent of Triview. While Conexus is in compliance with this Agreement, Triview consents to the overlap subject to the terms and conditions of this Agreement.

4. DEFAULT AND REMEDIES. In the event either Party alleges that the other is in default of this Agreement, the non-defaulting Party shall first notify the defaulting Party in writing of such default and specify the exact nature of the default in such notice. The defaulting

Party shall have twenty (20) days from such notice within which to cure such default before the non-defaulting Party may exercise any of its remedies provided hereunder; provided that:

- 4.1 Such default is capable of being cured;
- 4.2 The defaulting Party has commenced such cure within said twenty (20) day period; and
- 4.3 The defaulting Party diligently prosecutes such cure to completion.

If such default is not of a nature than can be cured in such twenty (20) day period, corrective action must be commenced within such period by the defaulting Party and thereafter diligently pursued. Upon default, the non-defaulting Party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce the performance and observation of any obligation, agreement, or covenant of the defaulting Party under this Agreement.

5. NO WAIVER. The waiver or delay of enforcement of one or more terms of this Agreement shall not constitute a waiver of the remaining terms. The waiver or delay in enforcement regarding any breach of this Agreement shall not constitute a waiver of any terms of the Agreement.

6. NOTICE. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered in writing or by facsimile, or mailed by registered or certified mail, postage prepaid, addressed as follows:

To Conexus: Conexus Commercial Metropolitan District
 Spencer Fane LLP
 1700 Lincoln Street, Suite 2000
 Denver, CO 80203

To Triview: Triview Metropolitan District
 16055 Old Forest Point, Suite 302
 Post Office Box 849
 Monument, CO 80132 Attn: District Manager

With a copy to: White Bear Ankele Tanaka & Waldron
 2154 E. Commons Avenue
 Suite 2000
 Centennial, Colorado 80122
 P 303.858.1800
 F 303.858.1801

7. GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

8. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party hereto.

9. **ASSIGNMENT.** No transfer or assignment of this Agreement or of any rights hereunder shall be made by Conexus without the prior written consent of Triview, which consent shall not be unreasonably withheld. The District may assign all or any part of this Agreement without the prior consent of Conexus. This Agreement is binding on the successors and permitted assigns of the Parties as provided in this section.

10. **SEVERABILITY.** In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

11. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the Parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral.

12. **ATTORNEYS' FEES.** If Conexus breaches this Agreement, Conexus shall pay all of Triview's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

13. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Colorado.

14. **ALTERNATE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation under the auspices of a recognized establish mediation service within the State of Colorado. Such mediation shall be conducted within sixty days following either party's written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in District Court for El Paso County.

15. **COUNTERPART EXECUTION.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. **DATED.** _____, 2021.

[Remainder of page intentionally left blank].

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CONEXUS COMMERCIAL METROPOLITAN
DISTRICT

President

ATTEST:

Secretary

TRIVIEW METROPOLITAN DISTRICT

President

ATTEST:

Secretary

CONEXUS, LLC



TRIVIEW METROPOLITAN DISTRICT
16055 Old Forest Point
Suite 302
P.O. Box 849
Monument, CO 80132
(719) 488-6868 Fax: (719) 488-6565

DISBURSEMENTS OVER \$5,000
June 17, 2021

Invoices Over \$5,000 for 2021

- 1. Donala Water & Sanitation District \$45,494.33**
Enterprise Fund – Wastewater Operations - Wastewater System - Wastewater
TF/Donala/IGA
- 2. Monson, Cummins & Shohet, LLC \$19,224.49**
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet
- 3. Timber Line Electric & Control \$11,400.00**
Capital Project – Enterprise - Water Improvements – SCADA
- 4. Denver Industrial Pumps, Inc. \$6,621.70**
Capital Project – Enterprise – Water Improvements – C-Plant Vertical Pumps
- 5. Landscape Endeavors, Inc. \$7,095.00**
Capital Project – General – Park & Street Improvements – Jackson Creek Medians
(This is from the 2020 Budget – Trees that were just delivered & installed)
- 6. Western States Reclamation, Inc. \$282,033.15**
Capital Project – Enterprise – Water Improvements -South Reservoir

Paid Invoices Over \$5,000 for 2021

- | | |
|--|---------------------|
| 7. JDS Hydro Consultants, Inc. | \$5,473.75 |
| General/Enterprise Fund – Professional Services – Engineering | |
| 8. Brownstein Hyatt Farber Schreck | \$5,857.88 |
| Capital Project – Enterprise -Water Improvements – AVIC Change Case | |
| 9. Martin Marietta Materials | \$331,244.67 |
| Capital Project – General – Park & Street Improvements – Street Improvements | |
| 10. Martin Marietta Materials | \$37,972.00 |
| Capital Project – Enterprise – Water Improvements -
Driveway for C-Plant/Improvements | |
| 11. LRE Water | \$36,073.00 |
| Capital Project – Enterprise - Water Improvements - Pueblo Reservoir | |
| 12. Whitewater System, Inc. | \$29,895.00 |
| Capital Project – Enterprise -Water Improvements – AVIC Change Case | |
| 13. Classic Homes | \$18,000.00 |
| Capital Project – Enterprise - Water Improvements –
Regional Water/Wastewater Design & Permitting | |