

**TRIVIEW METROPOLITAN DISTRICT WATER AND  
WASTEWATER FEES/RATES  
RESOLUTION  
2021-14**

A RESOLUTION REGARDING THE ESTABLISHMENT OF RATES AND FEES FOR THE PROVISION OF WATER AND WASTEWATER SERVICES FOR THE TRIVIEW METROPOLITAN DISTRICT, EL PASO COUNTY, COLORADO.

WHEREAS, the Triview Metropolitan District (the "District") is a duly organized and existing special district operating under the provisions of the Special District Act, Section 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, the District is governed by a Board of Directors (the "Board"), charged with the power to fix and from time to time increase fees, tolls, rates, and charges for services provided by the District to properties both within and without the District's boundaries; and

WHEREAS, the Board has determined that the rates currently charged for water and wastewater service to customers of the District are insufficient to defray the actual costs of such service, and that the District must establish such rates that cover the District's actual operating costs to remain economically viable; and

WHEREAS, the Board has determined that the Water Tap Fees, the Renewable Water and Transmission Fee, and the Wastewater Connection Charge are currently insufficient to cover the Projected capital expenditures of the District going and that the District must establish such fees that cover the District's projected Capital Expenditures, including Debt Service payments; and

WHEREAS, this resolution was considered at a public meeting of the District following notice provided pursuant to Colorado Revised Statutes; and

WHEREAS, the District's provision of services to its constituents and customers confers a benefit, and the continued provision of such services is necessary to the health, safety, and wellbeing of its constituents and customers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District shall, and hereby does order that the fees charged for water and wastewater services provided by the District to be established to an amount sufficient to offset the cost of service as reflected in the Attached Schedule which is hereby amended to reflect the rates in the attached Schedule hereto as adopted by this Resolution effective as of January 1, 2022.

RESOLVED this 14th day of December 2021

TRIVIEW METROPOLITAN DISTRICT

(S E A L)

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

ATTEST:

\_\_\_\_\_

## 2022 Residential Water and Wastewater Rates

### Water

Base Rate per month (Renewable Water Fee)	\$ 28.50
Metering and Billing Charge per month	\$ 4.50

### Volume Rates per 1000 gallons

Tier 1	0 to 8,000	\$ 6.20
Tier 2	8,001 to 20,000	\$ 9.54
Tier 3	20,001 to 30,000	\$ 16.90
Tier 4	30,001 to 40,000	\$ 22.07
Tier 5	Over 40,000	\$ 32.70

### Wastewater

Base rate per Month	\$ 47.67
Avg. Nov - Feb Volume Use Uniform Rate	\$ 4.70

Rates effective January 1, 2022.

## 2022 Commercial Water and Wastewater Rates (1)

### Water

#### Base Rate per month (Renewable Water Fee)

#### Meter Size

Base Rate	1-inch and less	\$	57.00
Base Rate	1 1/2-inch	\$	114.00
Base Rate	2-inch	\$	228.00
Base Rate	3-inch	\$	456.00

#### Volume Rates

#### Per 1,000 gallons

Uniform Rate Water Charge per thousand gallons	\$	7.00
Metering and Billing Charge per month	\$	4.50

### Wastewater

#### Base Rate per month

#### Meter Size

Base Rate	1-inch and less	\$	95.34
Base Rate	1 1/2-inch	\$	190.68
Base Rate	2-inch	\$	381.36
Base Rate	3-inch	\$	762.72

#### Volume Rates

#### Per 1,000 gallons

Uniform Wastewater Rate Based on Monthly Water useage	\$	4.70
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Rates effective January 1, 2022.

## 2022 Irrigation Only Rates

### Water

#### Base Rate per month (Renewable Water Fee)

#### Meter Size

Base Rate	1-inch and less	\$ 57.00
Base Rate	1 1/2-inch	\$ 114.00
Base Rate	2-inch	\$ 228.00
Base Rate	3-inch	\$ 456.00

<u>Metering and Billing Charge per month</u>	\$ 4.50
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#### Volume Rates

#### Per 1,000 gallons

Uniform Rate	\$ 7.00
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Rates effective January 1, 2022.



# TRIVIEW METROPOLITAN DISTRICT TAP/IMPACT FEES SCHEDULE

## RESIDENTIAL FEES

RESIDENTIAL:	WATER TAP FEE	SEWER TAP FEE	RENEWABLE WATER/TRANSMISSION FEE	DRAINAGE IMPACT FEE	PARK, REC & LNDSC FEE	ROAD & BRIDGE FEE	Review and Comment Fee	SEWER IMPACT FEE	Water Meter Fee	Total
APARTMENT	\$6,020.00	\$3,500.00	\$7,201.00	\$687.50	\$1,686.50	\$541.00	\$500.00	\$500.00	\$500.00	\$21,136.00
ATTACHED SINGLE FAMILY	\$9,030.00	\$5,250.00	\$10,801.50	\$1,031.25	\$2,529.75	\$811.50	\$500.00	\$500.00	\$500.00	\$30,954.00
SINGLE FAMILY	\$12,040.00	\$7,000.00	\$14,402.00	\$1,375.00	\$3,373.00	\$1,082.00	\$500.00	\$500.00	\$500.00	\$40,772.00

NOTE 1: Attached Single Family means Townhome or Condominiums with individual or sub-meters.  
 Triview Metropolitan District requires that attached Single Family Units be supplied by individual taps  
 and meters or a common tap with a sub-meter for each unit

Effective January 1, 2022

**TRIVIEW METROPOLITAN DISTRICT TAP/IMPACT FEES SCHEDULE  
CREEKSIDE DEVELOPMENT / JACKSON CREEK NORTH / RESIDENTIAL**

<b>RESIDENTIAL:</b>	<b>WATER TAP FEE</b>	<b>SEWER TAP FEE</b>	<b>RENEWABLE WATER/TRANSMISSION FEE</b>	<b>DRAINAGE IMPACT FEE</b>	<b>PARK, REC &amp; LNDSC FEE</b>	<b>ROAD &amp; BRIDGE FEE</b>	<b>Review and Comment Fee</b>	<b>Water Meter Fee</b>	<b>Sewer Impact Fee</b>	<b>DEVELOPER ADMIN. FEE</b>	<b>Total</b>
<b>APARTMENT</b>	\$6,020.00	\$3,500.00	\$7,201.00	\$687.50	\$1,686.50	\$541.00	\$500.00	\$500.00	\$500.00	\$750.00	\$21,886.00
ATTACHED SINGLE FAMILY	\$9,030.00	\$5,250.00	\$10,801.50	\$1,031.25	\$2,529.75	\$811.50	\$500.00	\$500.00	\$500.00	\$750.00	\$31,704.00
<b>SINGLE FAMILY</b>	\$12,040.00	\$7,000.00	\$14,402.00	\$1,375.00	\$3,373.00	\$1,082.00	\$500.00	\$500.00	\$500.00	\$1,500.00	\$42,272.00

NOTE 1: Attached Single Family means Townhome or Condominiums with individual or sub-meters.  
Triview Metropolitan District requires that attached Single Family Units be supplied by individual taps  
and meters or a common tap with a sub-meter for each unit

Effective Date January 1, 2022

**TRIVIEW METROPOLITAN DISTRICT TAP/IMPACT FEES SCHEDULE**  
**PROMONTORY POINTE RESIDENTIAL**

<b>RESIDENTIAL:</b>	<b>WATER TAP FEE</b>	<b>SEWER TAP FEE</b>	<b>RENEWABLE WATER/TRANSM SSION FEE</b>	<b>DRAINAGE IMPACT FEE</b>	<b>PARK, REC &amp; LNDSC FEE</b>	<b>ROAD &amp; BRIDGE FEE</b>	<b>Review and Comment Fee</b>	<b>SEWER IMPACT FEE</b>	<b>Water Meter Fee</b>	<b>Total</b>
<b>APARTMENT</b>	\$6,020.00	\$3,500.00	\$7,201.00	687.50	\$1,686.50	\$541.00	\$500.00	\$500.00	\$500.00	\$21,136.00
<b>ATTACHED SINGLE FAMILY</b>	\$9,030.00	\$5,250.00	\$10,801.50	1,031.25	\$2,529.75	\$811.50	\$500.00	\$500.00	\$500.00	\$30,954.00
<b>SINGLE FAMILY</b>	\$12,040.00	\$7,000.00	\$14,402.00	1,375.00	\$3,373.00	\$1,082.00	\$500.00	\$500.00	\$500.00	\$40,772.00

**NOTE 1:** Attached Single Family means Townhome or Condominiums with individual or sub-meters.  
 Triview Metropolitan District requires that attached Single Family Units be supplied by individual taps  
 and meters or a common tap with a sub-meter for each unit

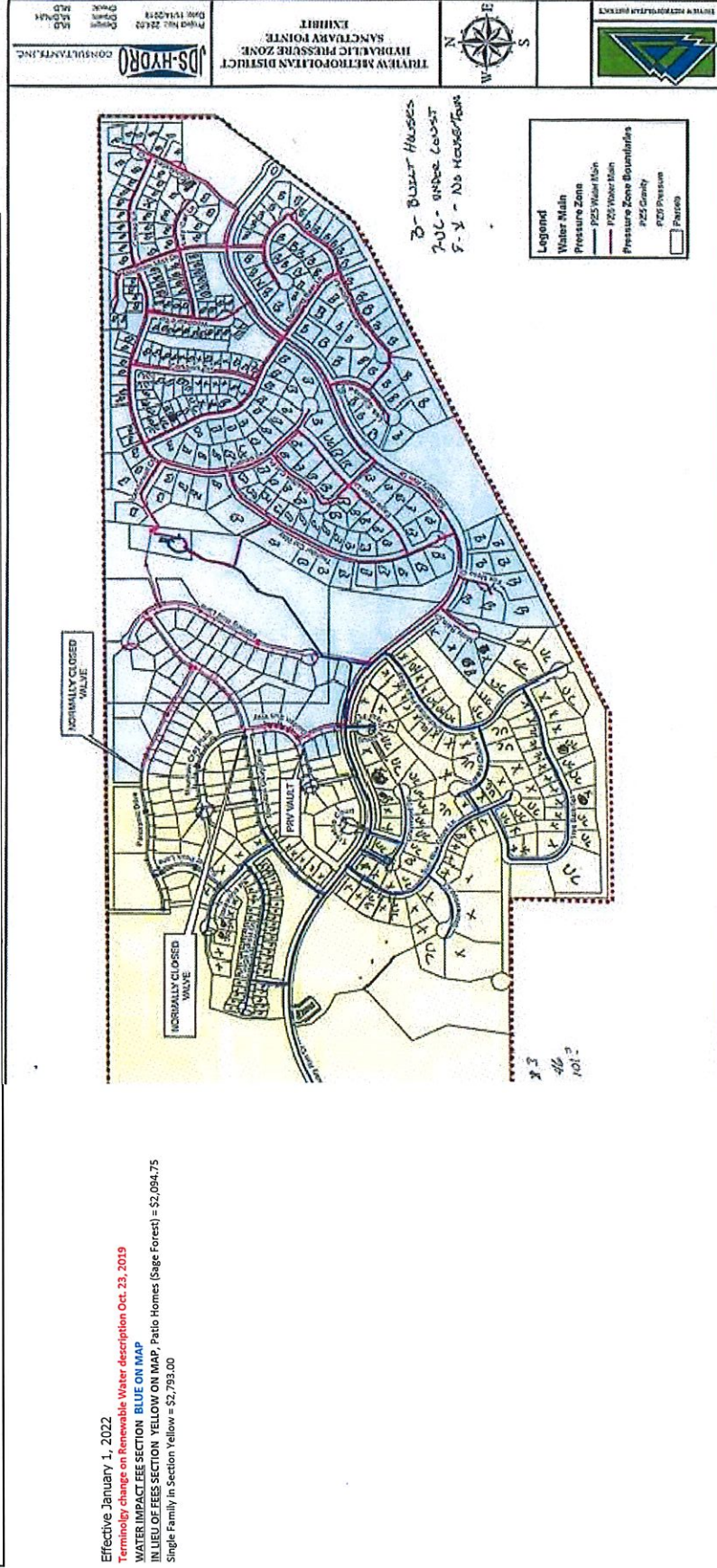
Effective Date January 1, 2022



**TRIVIEW METROPOLITAN DISTRICT TAP/IMPACT FEES SCHEDULE**  
**SANCTUARY POINTE RESIDENTIAL**

RESIDENTIAL:	WATER TAP FEE	SEWER TAP FEE	RENEWABLE WATER/TRANSMISSION FEE	DRAINAGE IMPACT FEE	PARK, REC & LANDSCAPE FEE	ROAD & BRIDGE FEE	Review and Comment Fee	SEWER IMPACT FEE	Water Meter Fee	WATER IMPACT FEE	Total	IN LIEU OF FEES	Total
APARTMENT	\$5,020.00	\$3,500.00	\$7,201.00	\$687.50	\$1,686.50	\$541.00	\$500.00	\$500.00	\$500.00	\$3,000.00	\$24,136.00		\$24,136.00
PATIO HOMES	\$12,040.00	\$7,000.00	\$14,402.00	\$1,375.00	\$3,373.00	\$1,082.00	\$500.00	\$500.00	\$500.00			\$2,094.75	\$42,866.75
ATTACHED SINGLE FAMILY	\$5,030.00	\$5,250.00					\$500.00	\$500.00	\$500.00	\$3,000.00	\$33,954.00		\$33,954.00
SINGLE FAMILY	\$12,040.00	\$7,000.00	\$14,402.00	\$1,375.00	\$3,373.00	\$1,082.00	\$500.00	\$500.00	\$500.00	\$3,000.00	\$43,772.00	IN LIEU OF FEES Fee only on Yellow section of map BELOW	\$43,772.00
													\$38,538.00

NOTE 1: Attached Single Family means Townhome or Condominiums with individual or sub-meters.  
 Triview Metropolitan District requires that attached Single Family Units be supplied by individual taps and meters or a common tap with a sub-meter for each unit



TRIVIEW METROPOLITAN DISTRICT											
2022 COMMERCIAL, OFFICE & INDUSTRIAL TAP/IMPACT FEES											
NAME OF PROJECT:	TAP SIZE	SFE'S	WATER TAP FEE		SEWER TAP FEE		RENEWABLE WATER TRANSMISSION FEE		DRAINAGE IMPACT FEE		TOTALS
			Per SFE /Based Upon Tap Size	Per SFE /Based Upon Tap Size	Per SFE /Based Upon Tap Size	Per SFE /Based Upon Tap Size	Base on Total Lot Size	Base on Type and Square Footage of Building	Per SFE /Based Upon Tap Size	Based upon building square feet	
	1	1.9	\$12,040.00	\$7,000.00	\$13,300.00	\$27,363.80	*	*	\$500.00	*	\$65,439.80
	1.5	4.4	\$52,976.00	\$30,800.00	\$63,368.80	\$116,656.20	*	*	\$2,200.00	*	\$151,544.80
	2	8.1	\$97,524.00	\$56,700.00	\$116,656.20	\$190,826.50	*	*	\$4,050.00	*	\$278,980.20
	2.5	13.25	\$159,530.00	\$92,750.00	\$273,638.00	\$504,070.00	*	*	\$6,625.00	*	\$456,356.50
	3	19	\$228,760.00	\$133,000.00	\$421,400.00	\$588,000.00	*	*	\$9,500.00	*	\$654,398.00
	4	35	\$421,400.00	\$245,000.00	\$1,011,360.00	\$1,209,768.00	*	*	\$17,500.00	*	\$1,205,470.00
	6	84	\$1,011,360.00	\$588,000.00	\$1,854,160.00	\$2,217,908.00	*	*	\$42,000.00	*	\$2,289,128.00
	8	154	\$1,854,160.00	\$1,078,000.00	\$3,010,000.00	\$3,600,500.00	*	*	\$77,000.00	*	\$5,304,068.00
	10	250	\$3,010,000.00	\$1,750,000.00	\$4,430,720.00	\$5,299,936.00	*	*	\$125,000.00	*	\$8,610,500.00
	12	368	\$4,430,720.00	\$2,576,000.00			*	*	\$184,000.00	*	\$12,674,656.00
NOTE 1: SFE means single family equivalent											
NOTE 2: The equivalency chart for the tap size is based upon data from the Denver Water Board											
NOTE 3: The minimum tap for a commercial, office or industrial use is 1"											
and the minimum amount of Tap/Impact Fees is \$38,000.00											
NOTE 4: NAATT means "Not Available At This Time"											
NOTE 5: Irrigation taps for Commercial, Office or Industrial fees are the same as tap fees, however NO sewer fee is charged											

COMMERCIAL-OFFICE-INDUSTRIAL REVIEW & COMMENT FEES:	
Building Sq. Ft. Range	Engineering/ Offsite Costs
1-25,000	\$0.30
25,001-50,000	\$0.24
50,001-250,000	\$0.19
Over 250,001	\$0.14

### Commercial Road & Bridge Fees

Lot Size	Rate
0.23	\$0.00

Square Ft. Bldg.	Rate
0.23	\$0.00

### Office Road & Bridge Fees

Lot Size	Rate
0.23	\$0.00

Square Ft. Bldg.	Rate
0.23	\$0.00

### Industrial Road & Bridge Fees

Lot Size	Rate
0.23	\$0.00

Square Ft. Bldg.	Rate
0.23	\$0.00

TOTAL

Categories	Impact Fees	Commercial/sqft	Office/sqft	Industrial/sqft
	Drainage	\$ 0.23	\$ 0.23	\$ 0.23
	Roads & Bridges			
1	Shopping Center	\$ 0.89		
2	Specialty Retail	\$ 1.18		
3	Electronics Superstore	\$ 1.07		
4	Free-Standing Discount Store	\$ 1.32		
5	Building Materials Lumber Store	\$ 1.23		
6	Home Improvement Super Store	\$ 0.92		
7	Supermarket	\$ 2.87		
8	Hardware/Paint Store	\$ 1.13		
9	Convenience Market	\$ 10.62		
10	High Turnover (sit down) Restaurant	\$ 4.63		
11	Fast Food Restaurant	\$ 11.79		
12	Gas Station/Car Wash	\$ 23.20		
13	Video Rental	\$ 3.25		
14	Bank	\$ 10.04		
15	Pharmacy	\$ 2.06		
16	General Commercial	\$ 5.08		
17	Hotel/Motel	\$ 1.35		
18	Office	\$ 0.36		
19	Industrial			\$ 0.23

Fee In Lieu of Water \$21,000 per Acre foot

Effective January 1, 2022



RATE COMPARISON FOR RESIDENTIAL AND COMMERCIAL TAP FEES									
	Triview	Woodmoor Water	Town of Monument	Monument Sanitation	Castle Pines North Metro. Dist.	Town of Castle Rock	Parker Water & Sanitation	Triview Proposed	
Water Tap Size									
3/4"	\$21,540.00	\$25,162	\$23,080	N/A	\$43,825	\$22,534	\$34,000	\$26,442	
2"	\$174,474.00	\$178,902	\$123,090	N/A	350,600	\$150,335	\$238,000	\$211,536	
Wastewater									
3/4"	\$6,875.00	\$9,050		\$8,000	\$7,417	\$2,695	\$4,023	\$ 7,875.00	
2"	\$55,687.00	Woodmoor only sells taps based on Fixture equivalents Each Fixture Equivalent greater than 25 is \$362.00 each.		Note: \$300.00 Increase after 30 Fixtures	59,336	\$26,833	\$26,833	\$ 63,000.00	

**TRIVIEW METROPOLITAN DISTRICT  
RESOLUTION NO. - 2021-15**

**BUDGET RESOLUTION**

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING THE 2022 BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN AND CERTIFYING THE GENERAL FUND MILL LEVY FOR THE TRIVIEW METROPOLITAN DISTRICT, EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022, AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board of Directors of the Triview Metropolitan District has authorized its consultants and District Manager to prepare and submit a proposed budget to said governing body no later than October 15, 2021; and

WHEREAS, the proposed budget has been submitted to the Board of the District for its consideration; and

WHEREAS, upon due and proper notice, posted in accordance with Colorado Law and published in a newspaper having general circulation within the boundaries of the district, pursuant to statute, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on December 14, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of § 29-1-301, C.R.S., and Article X, § 20 of the Colorado Constitution; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT OF EL PASO COUNTY, COLORADO, AS FOLLOWS:

Section 1. 2022 Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto as **Exhibit A**, are accepted and approved.

Section 2. 2022 Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto as **Exhibit A**, are accepted and approved.

Section 3. Adoption of Budget for 2022. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby

approved and adopted by the Board as the true and accurate budget of the Triview Metropolitan District for fiscal year 2022.

Section 4. 2022 Levy of General Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for the General Fund for operating expenses is \$300,255 and the amount of money necessary to balance the budget for the Debt Service Fund for debt services expenses is \$2,582,190. That the 2022 valuation for assessment, as certified by the El Paso County Assessor, is \$120,101,870.

A. Levy for General Fund. That for the purposes of meeting all general operating expense of the district during the 2022 budget year, there is hereby levied a tax of 2.500 mills, less a temporary mill levy reduction of -0- mills, for a General Fund mill levy of 2.500 mills upon each dollar of the total valuation of assessment of all taxable property within the district for the year 2022.

B. Levy for Debt Service Fund. That for the purposes of meeting all debt service expense of the district during the 2022 budget year, there is hereby levied a tax of 32.500 mills upon each dollar of the total valuation less a temporary mill levy reduction of 11.000 mills, for a total Debt Service mill levy of 21.500 mills upon each dollar of total assessment of all taxable property within the district for the year 2022.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. The District's manager is hereby authorized and directed to immediately certify to the Board of County Commissioners of El Paso County, the mill levies for the District hereinabove determined and set.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto as **Exhibit A**, are hereby appropriated from the revenue of each fund to each fund, for the purposes stated and no other.

ADOPTED AND APPROVED this 14th day of December 2021.

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Mark Melville, President

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James Barnhart  
ATTEST Secretary Treasurer



STATE OF COLORADO )  
 )  
COUNTY OF EL PASO COUNTY ) ss.  
  
TRIVIEW )  
METROPOLITAN DISTRICT )

I \_\_\_\_\_ Secretary to the Board of Directors of the Triview Metropolitan District, El Paso County, Colorado, do hereby certify that the foregoing pages constitute a true and correct copy of the record of proceedings of the Board of said District, adopted at a meeting of the Board held at 16055 Old Forest Point, Suite 302, Monument, Colorado, on December 14, 2021 at 5:30 p.m., as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2022; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown. Further, I hereby certify that the attached budget is a true and accurate copy of the 2022 Budget of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the district this 14th day of December 2021.

(S E A L)

\_\_\_\_\_  
Secretary/Treasurer

ACKNOWLEDGEMENT OF NOTICE AND  
APPROVAL OF RECORD OF PROCEEDINGS

We, the undersigned members of the Board of Directors of the Triview Metropolitan District, El Paso County, Colorado, do hereby acknowledge receipt of proper notice of the meeting of the Board held Tuesday, December 14, 2021, at 5:30 p.m., at 16055 Old Forest Point Suite 302, Monument, Colorado, informing of the date, time and place of the meeting and the purpose for which it was called, and we do hereby approve said record of proceedings and the actions taken by the Board as stated therein.

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EXHIBIT A  
BUDGET DOCUMENT

## Records of Proceedings 2021-16 Subdistrict A

**TRIVIEW METROPOLITAN DISTRICT  
SUB DISTRICT A  
RESOLUTION NO. - 2021-16**

**BUDGET RESOLUTION**

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING THE 2022 BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN AND CERTIFYING THE GENERAL FUND MILL LEVY FOR THE TRIVIEW METROPOLITAN DISTRICT, SUB DISTRICT A, EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022, AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board of Directors of the Triview Metropolitan District has authorized its consultants and District Manager to prepare and submit a proposed budget to said governing body no later than October 15, 2021; and

WHEREAS, the proposed budget has been submitted to the Board of the District for its consideration; and

WHEREAS, upon due and proper notice, posted in accordance with Colorado Law and published in a newspaper having general circulation within the boundaries of the district, pursuant to statute, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on December 14, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of § 29-1-301, C.R.S., and Article X, § 20 of the Colorado Constitution; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT SUB DISTRICT A, OF EL PASO COUNTY, COLORADO, AS FOLLOWS:

Section 1. 2022 Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto as **Exhibit A**, are accepted and approved.

Section 2. 2022 Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto as **Exhibit A**, are accepted and approved.

Section 3. Adoption of Budget for 2022. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby

approved and adopted by the Board as the true and accurate budget of the Triview Metropolitan District for fiscal year 2022.

Section 4. 2022 Levy of General Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for the General Fund for operating expenses is \$0.00 and the amount of money necessary to balance the budget for the Debt Service Fund for debt services expenses is \$0.00. That the 2022 valuation for assessment, as certified by the El Paso County Assessor, is \$0.00.

A. Levy for General Fund. That for the purposes of meeting all general operating expense of the district during the 2022 budget year, there is hereby levied a tax of 0.000 mills, less a temporary mill levy reduction of 0.000 mills, for a General Fund mill levy of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the district for the year 2022.

B. Levy for Debt Service Fund. That for the purposes of meeting all debt service expense of the district during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation less a temporary mill levy reduction of 0.000 mills, for a total Debt Service mill levy of 0.000 mills upon each dollar of total assessment of all taxable property within the district for the year 2022.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. The District's manager is hereby authorized and directed to immediately certify to the Board of County Commissioners of El Paso County, the mill levies for the District hereinabove determined and set.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto as **Exhibit A**, are hereby appropriated from the revenue of each fund to each fund, for the purposes stated and no other.

ADOPTED AND APPROVED this 14th day of December 2021.

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Mark Melville, President

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James Barnhart  
ATTEST Secretary Treasurer

STATE OF COLORADO )  
 )  
COUNTY OF EL PASO COUNTY ) ss.  
  
TRIVIEW )  
METROPOLITAN DISTRICT )

I, \_\_\_\_\_ Secretary to the Board of Directors of the Triview Metropolitan District, El Paso County, Colorado, do hereby certify that the foregoing pages constitute a true and correct copy of the record of proceedings of the Board of said District, adopted at a meeting of the Board held at 16055 Old Forest Point, Suite 302, Monument, Colorado, on December 14, 2021 at 5:30 p.m., as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2022; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown. Further, I hereby certify that the attached budget is a true and accurate copy of the 2022 Budget of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the district this 14th day of December 2021.

(S E A L)

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Secretary/Treasurer



ACKNOWLEDGEMENT OF NOTICE AND  
APPROVAL OF RECORD OF PROCEEDINGS

We, the undersigned members of the Board of Directors of the Triview Metropolitan District, El Paso County, Colorado, do hereby acknowledge receipt of proper notice of the meeting of the Board held Tuesday, December 14, 2021, at 5:30 p.m., at 16055 Old Forest Point Suite 302, Monument, Colorado, informing of the date, time and place of the meeting and the purpose for which it was called, and we do hereby approve said record of proceedings and the actions taken by the Board as stated therein.

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EXHIBIT A  
BUDGET DOCUMENT

**TRIVIEW METROPOLITAN DISTRICT, SUBDISTRICT A**  
**Assessed Value, Property Tax and Mill Levy Information**

	2021 Adopted	2021 Actual	2022 Proposed Budget
<b>Assessed Valuation</b>			
<b>Mill Levy</b>			
General Fund	\$0.00	\$0.00	\$0.00
Debt Service Fund	\$0.00	\$0.00	\$0.00
Temporary Mill Levy Reduction	\$0.00	\$0.00	\$0.00
Refunds and Abatements	\$0.00	\$0.00	\$0.00
<b>Total Mill Levy</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Property Taxes</b>			
General Fund	\$0.00	\$0.00	\$0.00
Debt Service Fund	\$0.00	\$0.00	\$0.00
Temporary Mill Levy Reduction	\$0.00	\$0.00	\$0.00
Refunds and Abatements	\$0.00	\$0.00	\$0.00
<b>Actual/Budgeted Property Taxes</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Triview Metropolitan District, Subdistrict A**  
**Assessed Value, Property Tax and Mill Levy Information**

**GENERAL FUND**  
**2022 PROPOSED BUDGET**  
with 2020 Actual, 2021 Adopted Budget and 2022 Estimated Budget

	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Est. EOY Budget	2022 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>REVENUE</b>					
Property Tax Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specific Ownership Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Developer Advance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Funds Available</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>EXPENDITURES</b>					
Accounting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Directors' Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Election	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance/SDA Dues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engineering	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Supplies/Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Treasurer's Fees (1.5%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenditures</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Emergency Reserve (3%)</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenditures Requiring Appropriation</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>ENDING FUND BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## **TRIVIEW METROPOLITAN DISTRICT, SUBDISTRICT A**

### **BUDGET MESSAGE 2022 BUDGET**

#### **INTRODUCTION**

The budget reflects the projected spending plan for the 2022 fiscal year based upon available revenues. This budget provides for the general operations of the District with no anticipation of the issuance of debt or capital projects.

The District did not impose a mill levy in 2021 for collection in 2022.

#### **SERVICES PROVIDED**

Through its Service Plan, the District is authorized to finance certain streets, street lighting, traffic and safety controls, water, sanitary sewer, landscaping, storm drainage, mosquito control and park and recreation improvements.

#### **REVENUE**

The District does not anticipate receiving any revenue during 2022.

#### **EXPENDITURES**

The District does not anticipate receiving any revenue during 2022.

#### **ACCOUNTING METHOD**

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the District's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred or the long-term obligation paid.



## Records of Proceedings 2021-17 Subdistrict B

**TRIVIEW METROPOLITAN DISTRICT  
SUB DISTRICT B  
RESOLUTION NO. - 2021-17**

**BUDGET RESOLUTION**

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING THE 2022 BUDGET, AND APPROPRIATING SUMS OF MONEY TO THE FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN AND CERTIFYING THE GENERAL FUND MILL LEVY FOR THE TRIVIEW METROPOLITAN DISTRICT, SUB DISTRICT B, EL PASO COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022, AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board of Directors of the Triview Metropolitan District has authorized its consultants and District Manager to prepare and submit a proposed budget to said governing body no later than October 15, 2021; and

WHEREAS, the proposed budget has been submitted to the Board of the District for its consideration; and

WHEREAS, upon due and proper notice, posted in accordance with Colorado Law and published in a newspaper having general circulation within the boundaries of the district, pursuant to statute, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on December 14, 2021, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of § 29-1-301, C.R.S., and Article X, § 20 of the Colorado Constitution; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT SUB DISTRICT B, OF EL PASO COUNTY, COLORADO, AS FOLLOWS:

Section 1. 2022 Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto as **Exhibit A**, are accepted and approved.

Section 2. 2022 Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto as **Exhibit A**, are accepted and approved.

Section 3. Adoption of Budget for 2022. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby

approved and adopted by the Board as the true and accurate budget of the Triview Metropolitan District for fiscal year 2022.

Section 4. 2022 Levy of General Property Taxes. That the foregoing budget indicated that the amount of money necessary to balance the budget for the General Fund for operating expenses is \$0.00 and the amount of money necessary to balance the budget for the Debt Service Fund for debt services expenses is \$0.00. That the 2022 valuation for assessment, as certified by the El Paso County Assessor, is \$0.00.

A. Levy for General Fund. That for the purposes of meeting all general operating expense of the district during the 2022 budget year, there is hereby levied a tax of 0.000 mills, less a temporary mill levy reduction of 0.000 mills, for a General Fund mill levy of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the district for the year 2022.

B. Levy for Debt Service Fund. That for the purposes of meeting all debt service expense of the district during the 2022 budget year, there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation less a temporary mill levy reduction of 0.000 mills, for a total Debt Service mill levy of 0.000 mills upon each dollar of total assessment of all taxable property within the district for the year 2022.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. The District's manager is hereby authorized and directed to immediately certify to the Board of County Commissioners of El Paso County, the mill levies for the District hereinabove determined and set.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto as **Exhibit A**, are hereby appropriated from the revenue of each fund to each fund, for the purposes stated and no other.

ADOPTED AND APPROVED this 14th day of December 2021.

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Mark Melville, President

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James Barnhart  
ATTEST Secretary Treasurer

STATE OF COLORADO )  
 )  
COUNTY OF EL PASO COUNTY ) ss.  
  
TRIVIEW )  
METROPOLITAN DISTRICT )

I, \_\_\_\_\_ Secretary to the Board of Directors of the Triview Metropolitan District, El Paso County, Colorado, do hereby certify that the foregoing pages constitute a true and correct copy of the record of proceedings of the Board of said District, adopted at a meeting of the Board held at 16055 Old Forest Point, Suite 302, Monument, Colorado, on December 14, 2021 at 5:30 p.m., as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2022; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown. Further, I hereby certify that the attached budget is a true and accurate copy of the 2022 Budget of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the district this 14th day of December 2021.

(S E A L)

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Secretary/Treasurer



ACKNOWLEDGEMENT OF NOTICE AND  
APPROVAL OF RECORD OF PROCEEDINGS

We, the undersigned members of the Board of Directors of the Triview Metropolitan District, El Paso County, Colorado, do hereby acknowledge receipt of proper notice of the meeting of the Board held Tuesday, December 14, 2021, at 5:30 p.m., at 16055 Old Forest Point Suite 302, Monument, Colorado, informing of the date, time and place of the meeting and the purpose for which it was called, and we do hereby approve said record of proceedings and the actions taken by the Board as stated therein.

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EXHIBIT A  
BUDGET DOCUMENT

**TRIVIEW METROPOLITAN DISTRICT, SUBDISTRICT B**  
**Assessed Value, Property Tax and Mill Levy Information**

	<b>2021 Adopted</b>	<b>2021 Actual</b>	<b>2022 Proposed Budget</b>
<b>Assessed Valuation</b>			
<b>Mill Levy</b>			
General Fund	\$0.00	\$0.00	\$0.00
Debt Service Fund	\$0.00	\$0.00	\$0.00
Temporary Mill Levy Reduction	\$0.00	\$0.00	\$0.00
Refunds and Abatements	\$0.00	\$0.00	\$0.00
<b>Total Mill Levy</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Property Taxes</b>			
General Fund	\$0.00	\$0.00	\$0.00
Debt Service Fund	\$0.00	\$0.00	\$0.00
Temporary Mill Levy Reduction	\$0.00	\$0.00	\$0.00
Refunds and Abatements	\$0.00	\$0.00	\$0.00
<b>Actual/Budgeted Property Taxes</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Triview Metropolitan District, Subdistrict B**  
**Assessed Value, Property Tax and Mill Levy Information**

**GENERAL FUND**  
**2022 PROPOSED BUDGET**  
with 2020 Actual, 2021 Adopted Budget and 2021 Estimated Budget

	2020 Actual	2021 Adopted	2021 Actual YTD	2021 Est. EOY Budget	2022 Proposed Budget
<b>BEGINNING FUND BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>REVENUE</b>					
Property Tax Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Specific Ownership Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Developer Advance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Revenue</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Funds Available</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>EXPENDITURES</b>					
Accounting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Audit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Directors' Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Election	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insurance/SDA Dues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Legal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engineering	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Supplies/Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Payroll Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Treasurer's Fees (1.5%)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingency	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenditures</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Emergency Reserve (3%)</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Expenditures Requiring Appropriation</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>ENDING FUND BALANCE</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



## **TRIVIEW METROPOLITAN DISTRICT, SUBDISTRICT B**

### **BUDGET MESSAGE 2022 BUDGET**

#### **INTRODUCTION**

The budget reflects the projected spending plan for the 2022 fiscal year based upon available revenues. This budget provides for the general operations of the District with no anticipation of the issuance of debt or capital projects.

The District did not impose a mill levy in 2021 for collection in 2022.

#### **SERVICES PROVIDED**

Through its Service Plan, the District is authorized to finance certain streets, street lighting, traffic and safety controls, water, sanitary sewer, landscaping, storm drainage, mosquito control and park and recreation improvements.

#### **REVENUE**

The District does not anticipate receiving any revenue during 2022.

#### **EXPENDITURES**

The District does not anticipate receiving any revenue during 2022.

#### **ACCOUNTING METHOD**

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the District's funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred or the long-term obligation paid.

# Forest Lakes Metropolitan District Service Agreement

## AGREEMENT FOR CONTRACT OPERATIONS SERVICES

This "Agreement" is entered into by the Forest Lakes Metropolitan District, a quasi-municipal governmental entity and political subdivision of the State of Colorado, ("FLMD") and Triview Metropolitan District, a quasi-municipal governmental entity and political subdivision of the State of Colorado ("TRIVIEW"), (individually a "Party" and together "the Parties"). This Agreement is intended to provide details relating to the provision of water and sanitary sewer operation, maintenance and administrative services on behalf of FLMD by TRIVIEW and in furtherance of the following interests:

WHEREAS, FLMD owns and operates the water and sanitary sewer systems within its service area and requires certain contract operations, administrative and maintenance functions and services to be performed for the day-to-day operation, repair, and maintenance of said systems as further detailed in **Exhibit A** hereto ("Services"); and

WHEREAS, TRIVIEW owns and operates similar water and sanitary sewer service systems within its own service area, including an emergency interconnect between the TRIVIEW system and the FLMD system, and has the capability and expertise to perform the Services for FLMD in a timely and efficient manner; and

WHEREAS, the Parties desire to set forth the terms and conditions for TRIVIEW to provide the Services to FLMD pursuant to the terms of this Agreement.

NOW THEREFORE, for the consideration set forth below as acknowledged by the Parties, FLMD and TRIVIEW agree to the following terms and conditions for provision of the Services.

1) Term. This Agreement is effective upon execution by the Parties. This Agreement may be amended thereafter at any time by mutual written agreement of the Parties executed with the same formality as this original Agreement. Likewise, the term of this Agreement shall be perpetual unless terminated by mutual written agreement of the Parties executed with the same formality as this original Agreement, or by 120-day advance written notice by either party.

In the event either FLMD or TRIVIEW provides the requisite 120-day notice to terminate this Agreement, the parties acknowledge and agree that there shall be a four (4) month period after the 120-day period has expired to allow for the full transition of the Services from TRIVIEW to FLMD and/or FLMD's new designated operator ("Transition Period"). Such Transition Period shall include full cooperation from TRIVIEW, including providing FLMD with copies of any requested documents, software, and hardware that FLMD believes are needed to perform the Services itself, or for another operator to do so. If the transition is not fully complete within the Transition Period, then both parties acknowledge and agree that they will continue to diligently work with each other as needed to complete the transition.



2) Provision of Services. The Parties agree that TRIVIEW shall provide the Services for FLMD as set forth in **Exhibit A**, which may be amended from time to time by mutual written agreement of the Parties. In general, TRIVIEW shall provide system operations and maintenance along with administrative services for FLMD including but not limited to operation and maintenance of FLMD's water and sanitary sewer system and infrastructure, meter reading and billing, bill collections, payment accounting and customer support, all as more particularly described in **Exhibit A**. The existing FLMD water and sewer facilities and FLMD boundaries are shown on the map attached as **Exhibit B**. TRIVIEW shall also oversee the inspection of all new water main extensions, new sewer main line installations, and appurtenances thereto, and will manage the issuance of water meters, backflow prevention devices, and pressure regulating valves for customers of FLMD pursuant to the FLMD Rules and Regulations. Triview will perform all location services as required by Colorado 811. The Parties agree that for all aspects of providing the Services, TRIVIEW shall adhere to the FLMD Rules and Regulations and fee schedules as adopted from time to time. TRIVIEW shall consult and communicate with FLMD regarding provision of the Services including a monthly written report of activity and shall seek input regarding material expenditures and changes to administrative and operational matters related to the provision of the Services.

3) Access and Licenses. FLMD hereby grants to TRIVIEW a license for access to, over, under and across all easements, license areas and fee owned property of FLMD for the purposes set forth in this Agreement. This license for access does not convey any ownership rights or easements to TRIVIEW nor any claim in any real or personal property of FLMD. The license for access granted by this Section 3 cannot be assigned, sold or otherwise transferred to any party without written consent of FLMD, with the exception of TRIVIEW staff, employees and contract services consultants necessary for TRIVIEW's provision of the Services to FLMD.

4) Compensation. FLMD shall compensate TRIVIEW for provision of the Services according to the schedule of costs and fees attached hereto as **Exhibit C** ("Compensation"). The Compensation schedule shall be examined after 6 months of provision of the Services in order for the Parties to determine the actual and reasonable costs for same, together with an adjustment based upon actual costs incurred by TRIVIEW in the provision of the Services. Additionally, this review will consider the additional overhead costs necessary to accomplish the Scope of Services described in **Exhibit A** ("Scope of Services"). The Parties respective representatives shall then prepare a revised Compensation schedule for approval by each District Board of Directors. The Parties will meet and confer regarding the nature of and planning for adjustment to the Compensation schedule at least once per year at a coordination meeting between the Parties respective representatives to be held prior to October 1<sup>st</sup> of each year. Invoices for the Services shall be due and payable within 30 days of receipt absent objection or request for clarification of charges by FLMD. If there is any dispute regarding an invoice, the disputing party shall pay any undisputed portion within 30 days of invoice. Failure to pay all correctly invoiced amounts shall constitute a default.

5) Contacts and Communications. The following shall be the primary contacts for implementing this Agreement. Any party may change a contact at any time by notice



in writing to the administrative issues contact of the other party. The Parties agree to communicate with each other to the maximum extent possible to facilitate execution of this Agreement. Each Party hereto represents to the other that contact representative identified by each below is authorized to make such decisions as are necessary for the implementation and execution of this Agreement. Such authorization shall not extend to expenditure of funds beyond those identified and appropriated for such purposes.

<u>CONTACT</u>	<u>NAME</u>	<u>EMAIL ADDRESS</u>	<u>PHONE NUMBER</u>
<u>FLMD</u>	<u>District Manager</u> Ann Nichols	Anicholsduffy@aol.com	719-327-5810
<u>TRIVIEW</u>	<u>District Manager</u> Jim McGrady	jmcgrady@triviewmetro.com	719-494-3782

6) Information and Audit. TRIVIEW and/or its designated representative agrees to provide FLMD with monthly reports regarding the Services provided to include accounting of billings and receipts, past-due payments, and account status along with operations reports, meter installation reports and inspections carried out on the FLMD systems. The representatives of the Parties shall work together to determine what information should be exchanged as well as the frequency and format of the exchange. FLMD may request at any time an audit of the accounts and billings that are part of the Services, the expense of such audit shall be FLMD's. TRIVIEW agrees to reasonably cooperate with any such audits and provide information to FLMD as may be reasonably requested by FLMD and its representatives and auditors.

7) Cooperation. The Parties shall work together in good faith in furtherance of the purposes of this Agreement and shall communicate as necessary and reasonable to facilitate such purposes in order to coordinate activities and implement best practices for provision of the Services. Coordination meetings shall occur at least once per month to discuss operational issues, routine matters, anticipated expenditures, and compliance with this Agreement. The location and time of the meeting shall be as mutually convenient. In the event of an alleged violation of this Agreement, or other incident involving the provision of Services, either Party may request a coordination meeting be held within 72 hours of the request. Appropriate staff will attend the meeting to resolve issues.

8) DEFAULT. In the event of a default, dispute, dissolution, termination, sale, property damage or other event affecting the provision of the Services the Parties agree that in any case of such alleged default, the Parties shall seek good faith resolution of the conditions of default. If an event of default occurs the Party in default shall be given

written notice of the default and an opportunity to cure such default. If the default has not been cured within 30 days of notice, the non-defaulting Party may seek such remedies as may be available at law and shall have the right to terminate this Agreement.

9) FORCE MAJEURE. The Parties failure to perform hereunder shall be excused for, and Parties waive against each other, any delay in performance under this Agreement caused by acts of God; inclement weather; war, terrorism, strikes, labor trouble, supply shortage or disruption; acts of governmental and/or public utilities (other than the Parties), governmental/public bodies (other than the Parties); or any other contingencies unforeseen by a Party and beyond its reasonable control.

10) ASSIGNMENT. No Party shall assign its interest in this Agreement without the prior written consent of the other Party. Any alleged or attempted assignment without such written consent shall not be binding against the non-assigning Party.

11) THIRD PARTY BENEFICIARIES. None of the terms, conditions or covenants contained in this Agreement shall be deemed to be for the benefit of any person, customer or user not a Party hereto.

12) INSURANCE

A. Parties. Each of the Parties shall have insurance or self-insure as follows and name the other party as an additional insured on such policies.

1. Workers' Compensation and Employer's Liability. The liability limits shall not be less than:

Workers' Compensation	Statutory
Employer's Liability	\$350,000 each accident
	\$990,000 policy limit
	\$350,000 each employee

2. Comprehensive Automobile Liability. This insurance or equivalent self-insurance shall be as required by law.

3. Property Insurance. FLMD shall maintain property insurance in the amount of the full replacement cost of all above-ground improvements associated with its water and sewer systems.

4. Comprehensive General Liability and Faithful Performance. FLMD and TRIVIEW shall each obtain and maintain coverage or self-insure for general liability in an amount not less than \$350,000 each person and \$990,000 each occurrence for bodily injury, \$990,000 each occurrence for property damage and provide coverage against theft or loss of funds. Each District shall be a named insured in the respective policies.



13) Indemnification. Without waiving any immunities or defenses available under the Colorado Governmental Immunity Act, , FLMD agrees to indemnify, save, protect, and hold TRIVIEW harmless from any liability, claims, demands, actions or judgments arising from the design, installation, and construction, or defects in materials used in the construction, of the existing FLMD water and sewer systems to the extent that such design, installation, construction or material defects were not undertaken by TRIVIEW after the effective date of this Agreement. Such indemnification shall include costs of defending such claims, including reasonable attorney's fees incurred by Triview

14) Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of either of the Parties protections granted pursuant to the Colorado Governmental Immunity Act.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**FLMD:**

\_\_\_\_\_  
President

Date: \_\_\_\_\_

**TRIVIEW:**

\_\_\_\_\_  
President

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

Triview Metropolitan District ("Triview") will operate and maintain the Forest Lakes Metropolitan District (FLMD) water system and wastewater collection systems to insure proper quality and quantity of water for daily use, and for Fire Protection. The Scope of Services to be provided by Triview are described more particularly as follows:

#### Notations:

- In order to provide consistency in operation, it is the intent of FLMD to adopt Triview Standards and Specifications for the design, installation, and construction of water and wastewater infrastructure.
- The FLMD water system has reached the threshold of being operated and monitored as a Community Water System and Triview shall operate the system in accordance with applicable requirements for a Community Water System including but not limited to providing and acting as the ORC for the system.

#### General:

- Perform routine and preventative maintenance of FLMD facilities;
- Ensure compliance with the Rules and Regulations of the FLMD;
- FLMD has a designated Engineer who is available to provide assistance, support, and coordination for Triview's Operational staff. The Engineer will have primary responsibility for providing review of any extensions, facility additions etc. However, the Engineer will pass any plans for same by Triview Ops staff as said plans are nearing approval to account for any operational comments or review;
- Pre-construction meetings for any construction referenced above, will include participation by Triview who will have primary inspection responsibility for installation of line extensions, services, etc. Operations staff will have primary responsibility for overseeing pressure testing, flushing, disinfection, and placing systems into service;
- Triview will be "first contact and first response" in case of an emergency requiring immediate action.



### Water Systems:

- Operate and maintain water facilities, including wells, pumps, treatment plant, pipelines, and storage tanks. Provide Operator in Responsible Charge for water system;
- Triview will be responsible for ordering all necessary chemicals, and products, for water treatment as needed to keep the water system in compliance with applicable drinking water standards. Monthly invoices will be provided to FLMD for reimbursement. Triview will use FLMD vendors and accounts when possible;
- Triview will flush and exercise all hydrants and exercise valves on a mutually agreed upon schedule, consistent with Triview's;
- Take such action as required to operate the FLMD water system in compliance with Division of Natural Resources requirements of all well permits issued to FLMD;
- Deliver water for augmentation as directed by FLMD Manager;
- Will provide minor landscape maintenance around the FLMD water tank, water treatment facility and wellhead(s);
- Conduct all necessary testing, monitoring and reporting, for water quality;
- Maintain the appropriate inspection reports and logs.

### Wastewater Systems

- Operate and maintain wastewater collection and delivery systems which includes collection lines, force mains, and two lift stations. Provide Operator in Responsible Charge for wastewater system;
- Assist in the testing and start-up of the wastewater lift stations and collection system;
- Inspection of manholes and grease traps (if necessary) will be conducted on the same schedule as Triview;
- Cleaning of all manholes and lift stations on a mutually agreed upon schedule;
- Provide a video survey of FMLD Wastewater Collection system approximately once every 3 years;
- Maintain the appropriate inspection reports and logs;

- Provide site maintenance and minor landscape maintenance around the FLMD lift station sites.

### **ADMINISTRATIVE SERVICES**

- Triview or its designee will provide all customer billing services, including meter reading and billing of customers. All necessary offices supplies, including bills, envelopes, and other related office supplies will be purchased by Triview and invoiced to FLMD on a monthly basis;
- Receipt of all customer payments. To insure that Triview and FLMD records are not co-mingled, Triview will create a "mirror" company within Triview's billing system in which all FLMD customer account information will be housed;
- Daily deposits of FLMD customer payments to an Academy Bank account setup for this purpose. Triview will set up this account to accept ACH payments as well;
- Phone support for FLMD customers and contractors;
- Triview will order the necessary water meters, pressure regulator valves and backflow prevention devices and will be kept and separately accounted for in Triview's inventory. Triview will bill FLMD on a monthly basis for reimbursement;
- Triview will issue the meters, pressure regulators and backflow prevention devices to homebuilders upon proof of payment of the adopted tap fees by FLMD;
- A data base for each physical address will be created and maintained;
- The use of the three Triview drop boxes for customer payments will be allowed.

**EXHIBIT B**

**FOREST LAKES METROPOLITAN DISTRICT BOUNDARIES**



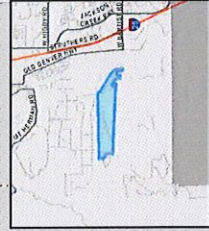


Tax Boundary

1 inch = 625.89 feet

08/12/2021 EPC Assessor's Office  
NAD 1983 StatePlane Colorado Central FIPS 5002 Feet  
Projection: Lambert Conformal Conic

NOT TO SCALE. This map is for informational purposes only and does not constitute a warranty of accuracy. The information is provided for your reference only. The information is not intended to be used for any other purpose. The information is not intended to be used for any other purpose. The information is not intended to be used for any other purpose.







Tax Boundary

1 inch = 396.92 feet

08/12/2021 EPC Assessor's Office  
NAD 1983 StatePlane Colorado Central FIPS 8502 Feet  
Projection: Lambert Conformal Conic

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LINDBERGH RD

MESA TOP DR

FOREST LAKES DR

FOREST LAKES

DIAMONDBACK DR



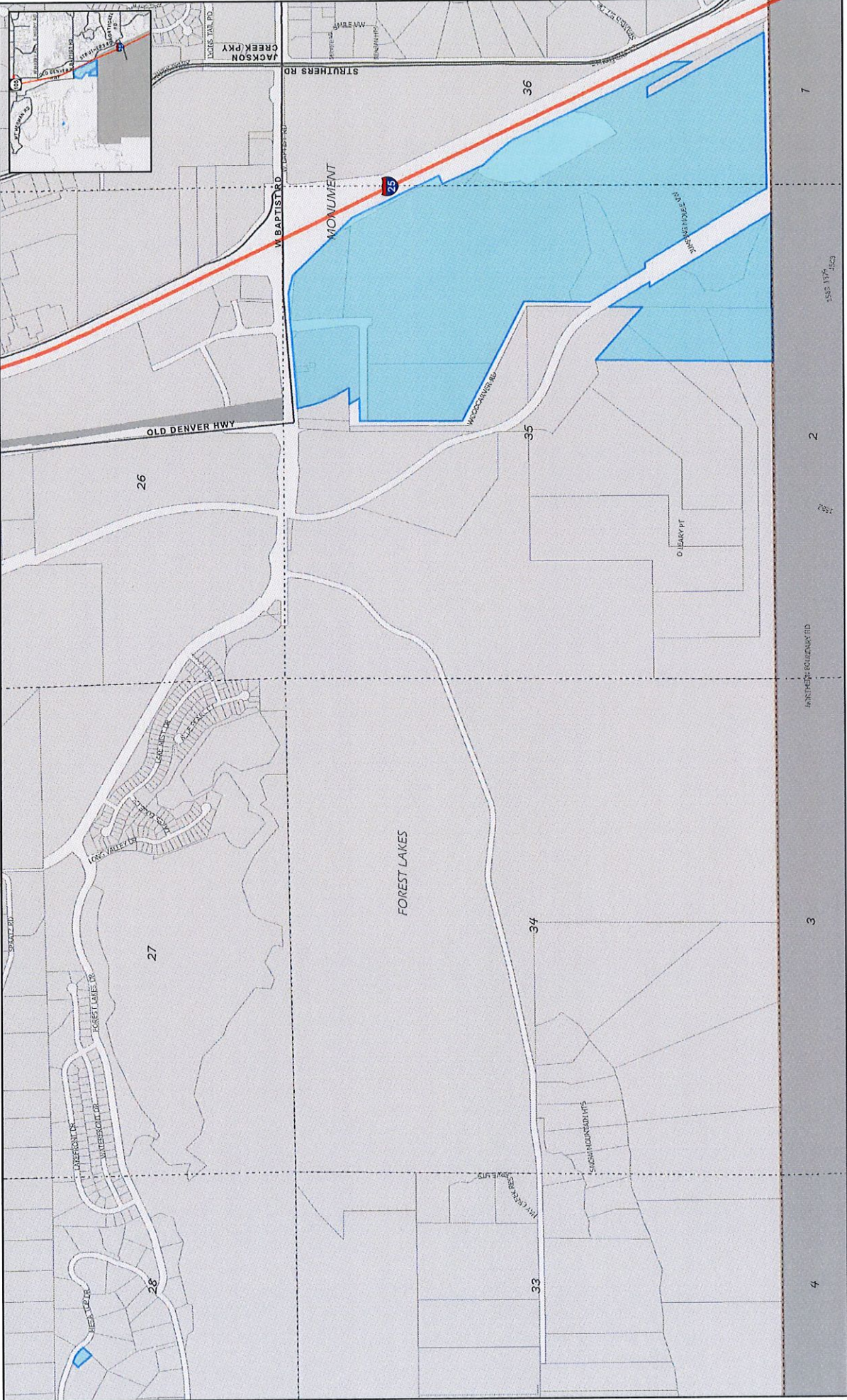


Tax Boundary

1 inch = 922.84 feet

08/12/2021 EPC Assessor's Office  
NAD 1983 StatePlane Colorado Central FIPS 6502 Feet  
Projection: Lambert Conformal Conic

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## EXHIBIT C

### COST OF SERVICES

During a transition period that is expected to last from mid-November through year-end 2021, Triview will spend time learning the FLMD systems – especially the Surface Water Treatment Plant – by working with Donala Water & Sanitation District operators and other personnel. Triview will track the hours their personnel spend during the transition and invoice FLMD at the rate of \$75/hour.

Once Triview fully assumes the contract operator duties, Triview will provide those services outlined in Exhibit A at a fixed monthly rate of \$16,500 – based on an hourly rate of \$75/hr and the assumption that Triview will devote 220 hours of employee time to this contract on average each month. The fixed monthly rate is subject to periodic adjustment as provided in paragraph 4 of the Agreement. Triview will either purchase the necessary parts, supplies and chemicals, at cost and invoice Forest Lakes Metropolitan District monthly for those materials or order necessary equipment and materials using approved FLMD vendors who will invoice FLMD directly. Triview will invoice during the first week of the monthly following services and Forest Lakes Metropolitan District will pay said invoices by the fourth week of the month.

In order to provide some services described in Exhibit A, Triview must occasionally retain the services of engineers, water and wastewater quality experts, specialty contractors and water and wastewater installation contractors. Triview may also rent equipment necessary in the repair and maintenance of the FLMD systems. If and when other specialists may be needed, Triview will consult with FLMD management prior to engagement. All such costs and expenses paid or payable by Triview, shall be reimbursed in full by FLMD, within 30 days of receipt of invoice from Triview.

Phone support for customers and contractors will be included in the fixed monthly fee. The phone support element of this agreement is subject to periodic adjustments as provided for in paragraph 4 of the Agreement.

Checks Over \$5,000





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**  
**December 14, 2021**

**Paid Invoices Over \$5,000 for 2021**

- 1. Donala Water & Sanitation District** **\$46,270.34**  
Enterprise Fund –Wastewater Operations -Wastewater-  
System-Wastewater -TF/Donala/IGA
- 2. Badger Meter** **\$17,980.80**  
Enterprise Fund – Water System – Equipment Meter Supplies/Meter Kits
- 3. Hydro Resources Rocky Mt** **\$5,830.00**  
Capital Project –Enterprise - Wells – Rehab Wells A-1 & D-1
- 4. JDS Hydro Consultants, Inc.** **\$45,592.41**  
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater  
Design & Permitting – Northern Delivery System
- 5. JDS Hydro Consultants, Inc.** **\$7,365.00**  
Enterprise Fund – Professional Services - Engineering
- 6. Groninger Concrete** **\$8,580.00**  
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 7. Western States Reclamation, Inc.** **\$140,130.67**  
Capital Project –Enterprise – Water Improvements – South Reservoir – Purchase  
& Install Inlet Channel & Spillway
- 8. Deere & Ault** **\$79,000.25**  
Capital Project –Enterprise – Water Improvements – South Reservoir – Purchase  
& Install Inlet Channel & Spillway

- 9. LRE Water** **\$5,265.00**  
Capital Project – Enterprise - Water Improvements – Pueblo Reservoir - Excess Capacity Leasing & Permitting
- 10. Champion Plastering** **\$14,800.50**  
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 11. EcoFoam/Insulations** **\$14,128.00**  
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 12. Martinson Mechanical** **\$15,050.00**  
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 13. Summit Water Engineers, Inc.** **\$18,220.00**  
Capital Project – Enterprise - Water Improvements – AVIC Change Case
- 14. N.E.S. Inc.** **\$8,271.20**  
Capital Project – Enterprise - Water Improvements – AVIC Change Case
- 15. N.E.S. Inc.** **\$8,623.63**  
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater Design & Permitting – Northern Delivery System
- 16. Treatment Technology** **\$8,091.50**  
Enterprise Fund – Water System – Bulk Chemical Supplies
- 17. Brownstein Hyatt Farber Schreck, LLP** **\$7,221.38**  
Capital Project – Enterprise - Water Improvements – AVIC Change Case
- 18. White Bear Ankele Tanaka & Waldron** **\$11,748.06**  
General Fund – Professional Services -Legal Fees
- 19. Native Sun Construction Inc.** **\$20,944.09**  
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater Design & Permitting – Northern Delivery System

- |  |                    |
|--|--------------------|
| <b>20. HR Green, Inc</b>   | <b>\$5,936.80</b>  |
| <hr/>  |                    |
| General Fund – Professional Services -Legal Fees   |                    |
| <br>   |                    |
| <b>21. H.C. Peck &amp; Associates, Inc.</b>  | <b>\$6,693.55</b>  |
| <hr/>  |                    |
| Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater<br>Design & Permitting – Northern Delivery System |                    |
| <br>   |                    |
| <b>22. Monson, Cummins &amp; Shohet, LLC</b>   | <b>\$13,325.05</b> |
| <hr/>  |                    |
| Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet   |                    |
| <br>   |                    |
| <b>23. Raftelis</b>  | <b>\$8,075.00</b>  |
| <hr/>  |                    |
| Enterprise Fund – Professional Services – Rate/Service Study   |                    |
| <br>   |                    |
| <b>24. Hydro Resources Rocky Mt</b>  | <b>\$61,500.00</b> |
| <hr/>  |                    |
| Capital Project –Enterprise - Wells – Replacement of VFD for Well D-7  |                    |

The Financials  
will be sent to you  
as soon as they are received.





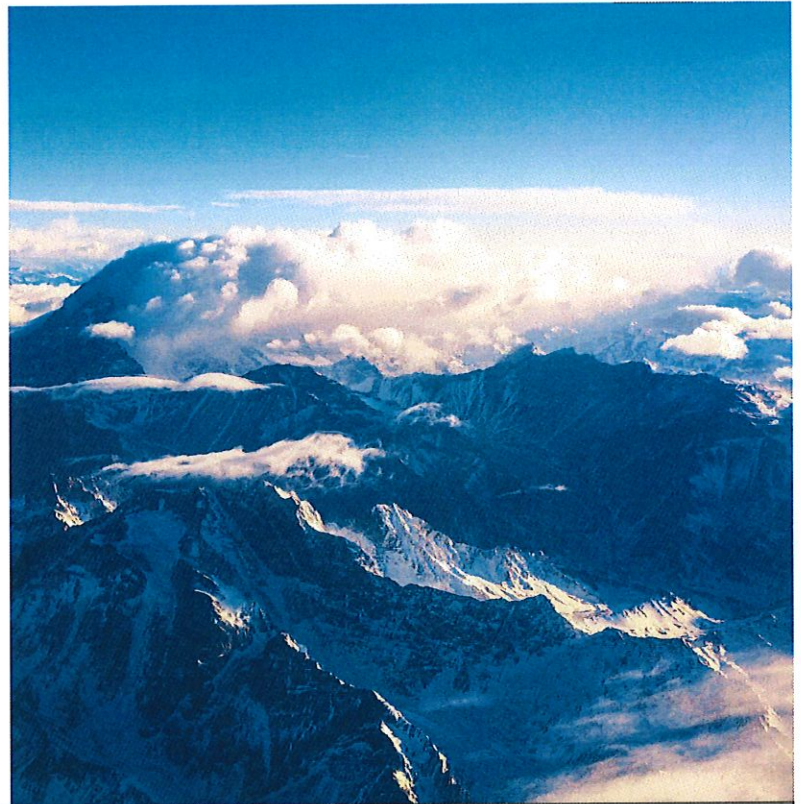
# Website Assessment

*Trivium, Nov. 18, 2021*



## ▶ AGENDA

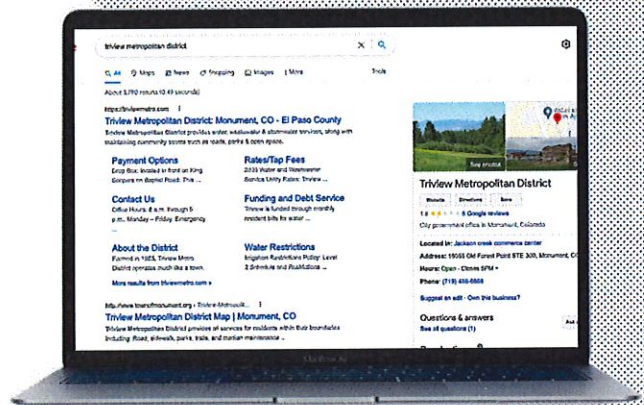
- Overview
- Site Overview
- SEO Audit
- Next Steps



## AUDIT OVERVIEW

CenterTable carefully analyzed the following aspects of the Triview website to identify and prioritize opportunities to improve its overall health and performance and optimize toward Triview's goals:

- Technical SEO
- On-Page SEO
- User Experience (UX)





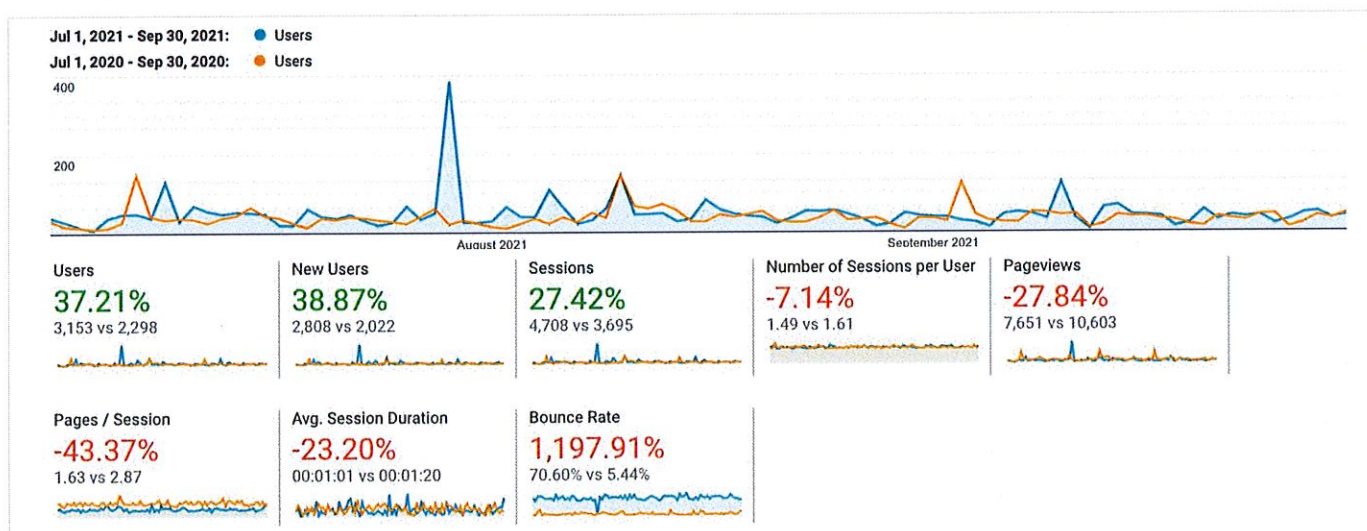


# SITE OVERVIEW





## ▶ TRAFFIC OVERVIEW



From July 1 - Sept 30, 2021, sessions to the website have grown by 27%, showing that website redesign efforts have positively impacted website traffic.



## ▶ TOP TRAFFICKED PAGES

Page ?	Pageviews ?	Unique Pageviews ?	Avg. Time on Page ?	Entrances ?	Bounce Rate ?	% Exit ?
	7,651 % of Total: 100.00% (7,651)	6,241 % of Total: 100.00% (6,241)	00:01:38 Avg for View: 00:01:38 (0.00%)	4,708 % of Total: 100.00% (4,708)	70.60% Avg for View: 70.60% (0.00%)	61.53% Avg for View: 61.53% (0.00%)
1. /	4,918 (64.28%)	3,875 (62.10%)	00:01:34	3,818 (81.09%)	67.78%	68.26%
2. /about-the-district/	315 (4.12%)	263 (4.21%)	00:01:38	149 (3.16%)	78.52%	56.51%
3. /contact-us/	290 (3.79%)	261 (4.18%)	00:01:56	146 (3.10%)	89.73%	66.21%
4. /rates-tap-fees/	163 (2.13%)	148 (2.37%)	00:02:36	63 (1.34%)	79.37%	61.96%
5. /current-and-upcoming-projects/	156 (2.03%)	124 (1.99%)	00:01:19	24 (0.51%)	83.33%	38.46%
6. /board-of-directors/	125 (1.63%)	108 (1.73%)	00:01:13	29 (0.61%)	75.86%	41.60%
7. /board-documents-and-notices/	116 (1.52%)	98 (1.57%)	00:03:17	27 (0.57%)	81.48%	59.48%
8. /about-the-district/district-facilities-and-services/	102 (1.33%)	86 (1.38%)	00:02:24	22 (0.47%)	90.91%	41.18%
9. /water/payment-options/	89 (1.16%)	81 (1.29%)	00:06:00	46 (0.98%)	78.26%	73.03%
10. /water/	83 (1.08%)	67 (1.07%)	00:01:09	19 (0.40%)	84.21%	33.73%

The *home page*, *about the district* page, *contact us* page, the *rate and tap fees* page as well as the current and upcoming project pages were the most trafficked pages in Q3.



## ▶ TOP SOURCES

Default Channel Grouping	Acquisition			Behavior		
	Users ?	New Users ?	Sessions ?	Bounce Rate ?	Pages / Session ?	Avg. Session Duration ?
	<b>3,153</b> % of Total: 100.00% (3,153)	<b>2,808</b> % of Total: 100.00% (2,808)	<b>4,708</b> % of Total: 100.00% (4,708)	<b>70.60%</b> Avg for View: 70.60% (0.00%)	<b>1.63</b> Avg for View: 1.63 (0.00%)	<b>00:01:01</b> Avg for View: 00:01:01 (0.00%)
1. Direct	1,602 (49.37%)	1,464 (52.14%)	2,266 (48.13%)	85.88%	1.32	00:00:47
2. Organic Search	1,162 (35.81%)	962 (34.26%)	1,874 (39.88%)	67.88%	1.85	00:01:26
3. Referral	474 (14.61%)	378 (13.46%)	560 (11.89%)	18.21%	2.09	00:00:38
4. Social	7 (0.22%)	4 (0.14%)	8 (0.17%)	50.00%	3.38	00:01:01

Direct and organic search are the largest drivers of traffic to the Triview website. Combined organic and direct make up 85% of overall traffic to the Triview website. Traffic from organic search is highly engaged, spending over a minute and half on the site.





## CURRENT RANKINGS

The Triview website is currently ranking for branded terms and is now ranking for commercial real estate Monument CO terms. This shows that optimization of the site and the addition of expanded content around commercial real estate has been effective at driving expanded visibility for those types of terms.

Keyword	Intent	SF	Pos.	Diff.	Traffic %	Volume	KD %	CPC (USD)	URL
<a href="#">triview metropolitan district</a> ▼	N	±2	1 → 1	0	39.85	140	22	0	<a href="#">triviewmetro.com/</a>
<a href="#">triview</a> ▼	C N	±3	1 → 1	0	59.78	210	44	4.2	<a href="#">triviewmetro.com/</a>
<a href="#">monument colorado utilities</a> ▼	C	±2	10 → 10	0	0.35	40	19	0	<a href="#">triviewmetro.com/</a>
<a href="#">town of monument election</a> ▼	I		15 → 15	0	< 0.01	30	14	0	<a href="#">triviewmetro.com/wp-content/upl...pdf</a>
<a href="#">metropolitan district</a> ▼	N		17 → 15	↑ 2	< 0.01	590	70	0.5	<a href="#">triviewmetro.com/</a>
<a href="#">commercial real estate monument co</a> ▼	C	±2	16 → 16	0	< 0.01	50	10	1	<a href="#">triviewmetro.com/economic-devel...ent/</a>
<a href="#">water delivery el paso</a> ▼	C	±5	17 → 17	0	< 0.01	110	22	3.1	<a href="#">triviewmetro.com/projects/north...tem/</a>
<a href="#">renewable water resources colorado</a> ▼	I		17 → 17	0	< 0.01	90	19	0	<a href="#">triviewmetro.com/water/water-so...mer/</a>





## ▶ TOP TRAFFIC DRIVING TERMS

The top traffic driving terms are variations of branded terms

QUERIES	PAGES	COUNTRIES	DEVICES	SEARCH APPEARANCE	DATES
					☰
Top queries					↓ Clicks    Impressions
triview metropolitan district					471    855
triview					232    2,521
triview water					49    89
triview metro					46    70
tri view water					25    40
monument water					6    310
triview					4    105
tri view					4    74
metro district					1    116
monument utilities					1    71



# SEO AUDIT



## ▶ SEO SCORECARD





Green: Good! (very little improvement opportunity, if any)



Yellow: Mediocre (room for improvement or optimization)



Red: Sub Par (absent or much room for improvement)

CITERIA	RATING	OBSERVATION
General site health		Overall, the site has a quality foundation established with no major on-page issues.
Metadata		Metadata is present, but some instances are missing essential keyword modifiers and compelling CTAs that provide important ranking signals and user experience elements.

Currently the Triview site is very technically healthy. There are some opportunities to continue to optimize key on-site SEO elements such as a few pages that are missing meta descriptions (i.e., the contact us page). There are also 5 pages that are missing alt tags.

CenterTable recommends writing meta descriptions for the pages that are missing them and adding alt tags to images where there are none.



A photograph of a snow-capped mountain range under a twilight sky. The mountains are rugged and covered in snow, with some peaks appearing more prominent than others. The sky is a mix of dark blue and purple, suggesting the time is either dawn or dusk. The text "NEXT STEPS" is overlaid in the center of the image in a white, sans-serif font.

## NEXT STEPS

## ► RECOMMENDATIONS

Opportunity Type	Recommendation Description	Priority	Business Value	Responsible Party
Meta descriptions	Create optimized meta descriptions in alignment with keyword research for pages that are missing meta descriptions.	High	Increase Visibility, Conversions	CenterTable
Missing Alt Text	Update images that are missing alt text to include high-quality, keyword-rich image alt text	High	Improve UX	CenterTable



A scenic landscape photograph showing a paved path that curves through a valley. The path is made of light-colored, textured paving stones. On either side of the path is a field of dry, brownish grass. In the background, there are large, rugged mountains with significant snow cover under a clear sky. The text "THANK YOU" is superimposed in the center of the image.

THANK YOU