

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Work Session Board Meeting Agenda

Thursday, January 20, 2022

Triview Metropolitan District Office
16055 Old Forest Point Suite 302
Monument, CO 80132
5:30 p.m. – 8:00 p.m.

WORK SESSION AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Approval of Agenda
4. Miscellaneous Reports
 - a. Billing Summary Rate Code Report (enclosure)
 - b. Taps for December 2021 (enclosure)
 - c. Tax Transfer from Monument (enclosure)
5. Operations Reports
 - a. District Manager Monthly Report (enclosure)
 - b. Public Works and Parks and Open Space Updates (Matt Rayno)
 - c. Utilities Department Updates (Shawn Sexton)
6. Review of Proposed Agreements:
 - a. Review and Consider a Lease agreement between the Triview Metropolitan District, acting by and through its Water and Wastewater Enterprise, and the Arkansas Groundwater and Reservoir Association (AGRA) for the lease of up to 350 Acre Feet of reusable Wastewater Effluent. (enclosure)
 - b. Review and Consider a Lease agreement between the Triview Metropolitan District, acting by and through its Water and Wastewater Enterprise, and the Arkansas Groundwater and Reservoir Association (AGRA) for the lease of the yield from 773 Shares of Fountain Mutual

Irrigation Company (FMIC) and use of Triview's storage in the Stonewall Springs South Reservoir resulting from Triview's Ownership of 1,850 Class A shares in the Stonewall Springs Reservoir Company. (enclosure)

- c. Review and Consider a Lease agreement between the Triview Metropolitan District, acting by and through its Water and Wastewater Enterprise, and the Arkansas Groundwater and Reservoir Association (AGRA) for the lease of yield from 1,341 shares of Excelsior Irrigating Company (enclosure).

7. Update Board on Public Relation activities.

- Website Design and Updates
- Public Meeting Northern Delivery System

8. Special Session Meeting to Approve Minutes, Agreements, and Payables and December Financials

Monday January 24, 2022, 12:30 p.m.
Virtual Meeting via Zoom Dial in Directions
to be posted prior to meeting.

9. 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

December 14, 2021

A meeting of the Board of Directors of the Triview Metropolitan District was held on Tuesday, December 14, 2021, beginning at 5:30 p.m. The meeting was conducted in office and online using Zoom. This meeting was open to the public with that meeting being called to order at 5:30 p.m.

ATTENDANCE

In attendance were Directors:

President	Mark Melville
Vice President	Marco Fiorito,
Secretary/Treasurer	James Barnhart
Director	James Otis
Director	Anthony Sexton

Also, in attendance were on roll call:

James McGrady, District Manager
Chris Cummins, District Water Attorney
George Rowley, District Legal Counsel
Shawn Sexton, Water Superintendent
Matt Rayno, Parks and Open Space Superintendent
Jennifer Kaylor, Our Community News

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

Consent Agenda –

- a. Prior Meeting Minutes November 18, 2021 Regular Board Meeting
- b. Billing Summary Rate Code Report
- c. District Tap Fees received in November 2021.
- d. Tax Transfer from Monument

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

PUBLIC

COMMENT (Not related to 2022 Budget Hearings and Rate Hearing)

None.

PUBLIC HEARING

- 1) Board President Melville, opened Public Hearing on the Triview Metropolitan District's proposed Utility Rates and Fees effective January 1, 2022.
Discussion followed with Board President, Melville, closing the Hearing.
- 2) Public Hearing on the Triview Metropolitan District's 2022 Budget.
Discussion followed with Board President, Melville, closing the Hearing.
- 3) Public Hearing on the Triview Metropolitan District's Sub District A, 2022 Budget.
Discussion followed with the Board President, Melville, closing the Hearing.
- 4) Public Hearing on the Triview Metropolitan District's Sub District B, 2022 Budget.
Discussion followed with the Board President, Melville, closing the Hearing.

OPERATIONS REPORT

District Manager Report

- Mr. McGrady stated Triview did receive the long-term contract in Pueblo Reservoir as well as the contract to utilize the north outlet. The District has been working on this for about 1 year. The first payment was sent today. Mr. McGrady is working on the 1041 permit with Pueblo County to operate and utilize this space. This will be submitted early January. This will be the first of 2 permits. The second one will be for Stonewall Springs South and Central Reservoirs.

RECORD OF PROCEEDINGS

- A public Open House was held on November 17, 2021 at Bear Creek Elementary School to inform the public on the Northern Delivery System pipeline project. The District is planning additional open houses in January 2022 after the holidays.
- Preliminary work has been done on the District's proposed pump station at the Highway 83 Tank.
- Jenny Bishop with CSU is beginning work on implementation of the now approved Convey Treat and Deliver rate and associated contract documents.
- Mr. McGrady is working in conjunction with NES and Ground Floor Media on the District's website to update a "Water Resources" tab. See link <https://triviewmetro.com/water-resources/>. Also included on the Website is a Story Board presentation that was created explaining the District's Renewable Water Resource Plan.
- Update on the Pueblo Reservoir Excess Capacity Environmental Assessment and Contact. The "Legal Sufficiency Review" for the District's Contract for 999 AF of Excess Capacity and Conveyance has been completed.

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

- The construction of the A yard is complete.
- Working on daily trash pick-up, sign and post repair.
- Winter watering of new plants material and trees.
- Crack seat roads in Promontory Point and Remington Hills.
- Leather Chaps and Baptist Landscape and irrigation on going.

Utilities Department Update (Shawn Sexton)

- Total water production for November 2021 was 13.130 Mg.
- Total District flow to WWTP for November 2021 is 10.857 MG
- Well D1 is scheduled for casing cleaning in December.
- Well D7 is being scheduled for replacement.
- We are currently utilizing Wells A7,D7,C9 and D4 for production.
- Wells A,B and C running normally.
- District Bacti sampling completed for December.
- Radium HMO project is still being reviewed by CDPHE.

ACTION ITEMS:

- a) Review and Consider Approval of Resolution 2021-14, A Resolution Regarding the Establishments of Rates and Fees for the Provision of Water and Wastewater services for the Triview Metropolitan District for Calendar year 2022. El Paso County.

RECORD OF PROCEEDINGS

A motion was made to approve the Resolution regarding establishment of Rates and Fees for the Provision of Water and Wastewater services for the Triview Metropolitan District, by Director Fiorito. The motion was duly seconded by Director Otis. The motion carried unanimously.

- b) Review and Consider Approval of Resolution 2021-15, a Resolution of the Triview Metropolitan District's Board of Directors, approving the District's Budget Resolution, appropriating funds, setting the District's 2022 Mill Levy and Approving the District's 2022 Budget.

A motion was made to approve the Resolution for Triview's 2022 Mill Levy and the 2022 Budget, by Director Fiorito. The motion was duly seconded by Director Otis. The motion carried unanimously.

- c) Review and Consider Approval of Resolution 2021-16, a Resolution of the Board of Directors of the Triview Metropolitan District, approving the District's Subdistrict A Budget Resolution, appropriating funds, setting the District's 2022 Mill Levy and Approving the District's 2022 Budget.

A motion was made to approve the Resolution for Subdistrict A's 2022 Budget and 2022 Mill Levy, by Director Fiorito. The motion was duly seconded by Director Barnhart. The motion carried unanimously.

- d) Review and Consider Approval of Resolution 2021-17, a Resolution of the Board of Directors of the Triview Metropolitan District approving the District's Subdistrict B Budget Resolution, appropriating fund, setting the District's 2022 Mill Levy and Approving the District's 2022 Budget.

A motion was made to approve the Resolution for Subdistrict B's 2022 Budget and 2022 Mill Levy, by Director Fiorito. The motion was duly seconded by Director Barnhart. The motion carried unanimously.

- e) Authorization for the District Manager, in consultation with special water counsel, to file an application with the Division 2 Water Court for the change of Triview's Excelsior Ditch water rights, alone or in concert with other shareholders in the Excelsior Irrigation Company.

RECORD OF PROCEEDINGS

A motion was made by Director Barnhart to authorize the District Manager, along with the special water counsel, to file an application with the Division 2 Water Court to change Triview's Excelsior Ditch water rights, alone or in concert with other shareholders in the Excelsior Irrigation Company. The motion was duly seconded by Director Otis. The motion carried unanimously.

- f) Review and Consider Approval of an Agreement 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 and authorize the Board President to sign.

A motion was made by Director Barnhart to approve an Agreement 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 interest and authorize the Board President to sign. The motion was duly seconded by Director Otis. The motion carried unanimously.

- g) Review and approve proposal from Haynie and Company for preparation of the 2021 Audit.

A motion was made by Director Otis to approve the proposal from Haynie and Company, not to exceed \$21,600.00, for preparation of the 2021 Audit. The motion was duly seconded by Director Barnhart. The motion carried unanimously.

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 Otis. The motion was duly seconded by Director Barnhart. The motion carried unanimously.

PUBLIC RELATIONS:

- Ground Floor Media gave a Website Assessment resulting in a 37% increase in people using the website.

RECORD OF PROCEEDINGS

EXECUTIVE SESSION:

- Negotiations associated with water delivery infrastructure.
- Water Court Filing Bale Water Rights
- Negotiations regarding intergovernmental agreement with the Town of Monument.

A motion was made by Director Otis 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 Barnhart, a vote was taken. The motion carried unanimously. Executive session was entered into at 7:00 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 8:43 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 12/1 to 12/31/2021
Summary Financial Information - Board Packet

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$92,574.92	2073
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$36,422.07	2031
Rate Code 01 Triview Metro - Res Water Base Rate	\$52,936.00	2045
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$41,156.88	2010
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$7,807.90	399
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$373.57	5
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$32.66	1
Rate Code 01 Triview Metro - Res Water Use Rate Tier5		
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$1,239.92	26
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"	\$3,016.00	29
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$3,120.00	30
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	\$13,855.25	64
Usage Fee Triview Metro - Com Water Use Rate	\$19,286.28	64
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$1,144.00	22
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"	\$3,328.00	16
Usage Fee Triview Metro - Com Irr Water Use	\$279.83	5
Triview Metro - Quik Way Sewer	\$73.40	1
Triview Metro - Metering & Billing Fee	\$8,488.00	2122
Title Prep Fee Triview Metro - Title Request Fee	\$1,400.00	28
Triview Metro - 5% Late Fee	\$1,695.76	166
Special Impact Triview Metro - Special Impact Fee	\$2,510.00	251
Triview Metro - Disconnect Fee	\$150.00	1
Triview Metro - NSF Fee		
Total Accounts	\$300,614.44	11454

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2003
Rate Code 02 - Commercial Account 1"	24
Rate Code 03 - Irrigation Account 1"	21
Rate Code 04 - Commercial Account 1 1/2"	34
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"	17
Rate Code 11 - Irrigation Account 1 1/2"	11
Rate Code 12 - Permitted	
Total Accounts	2127

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 29,260.96
Amount Past Due 31-60 Days	\$ 3,460.18
Amount Past Due 61-90 Days	\$ (1,033.27)
Amount Past Due 91-120 Days	\$ (503.64)
Amount Past Due 120+ Days	\$ (9,143.54)
Total AR	\$22,040.69

Receipts	Amount	Items
Payment - ACH	\$339.69	1
Payment - ACH Key Bank	\$182,401.24	1311
Payment - Check Key Bank	\$133,502.60	761
Payment - On Site	\$32,480.99	231
Refund CREDIT	(\$5,105.01)	43
REVERSE Payment	(\$1,423.49)	6
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF	(\$470.62)	2
Total Receipts	\$341,725.40	2355
Checks versus Online Payments	43.06%	56.94%
	Checks	ACH's

Water	Gallons	Accounts
Gallons sold 11-1 to 11-30-2021 =	11,882,252	2123
Gallons sold 12-1 to 12-31-2021 =	12,604,355	2138

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	1	31,613	0.27%
20,001 - 30,000	4	94,102	0.79%
10,001 - 20,000	56	716,379	6.03%
8,001 - 10,000	86	763,449	6.43%
6,001 - 8,000	251	1,716,652	14.45%
4,001 - 6,000	564	2,767,616	23.29%
2,001 - 4,000	763	2,338,991	19.68%
1 - 2,000	251	322,878	2.72%
Zero Usage	26	0	0.00%
Total Meters	2002	8,751,680	73.65%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	23	2,568,517	21.62%
40,001 - 50,000	2	90,600	0.76%
30,001 - 40,000	6	223,494	1.88%
20,001 - 30,000	4	100,431	0.85%
10,001 - 20,000	5	68,464	0.58%
8,001 - 10,000	2	18,252	0.15%
6,001 - 8,000	1	6,960	0.06%
4,001 - 6,000	2	10,903	0.09%
2,001 - 4,000	7	17,848	0.15%
1 - 2,000	14	14,235	0.12%
Zero Usage	6	0	0.00%
Total Meters	72	3,119,704	26.26%

Usage Breakout in Gallons for Irrigation	# 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	0	0	0.00%
10,001 - 20,000	0	0	0.00%
8,001 - 10,000	0	0	0.00%
6,001 - 8,000	1	6,968	0.06%
4,001 - 6,000	0	0	0.00%
2,001 - 4,000	1	2,910	0.02%
1 - 2,000	1	990	0.01%
Zero Usage	46	0	0.00%

SANCTUARY POINTE				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16180	Sunset Splendor Lane	Classic Homes	12/13/21	\$41,236.11
16269	Sunset Splendor Lane	Classic Homes	12/16/21	\$40,773.44
16205	Evening Sunset Place	Classic Homes	12/13/21	\$40,724.33
16297	Forest Cloud Way	Vantage Homes	12/15/21	\$40,997.30
TOTAL:				\$122,733.88

JACKSON CREEK NORTH (CREEKSIDE)				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD



January 14, 2022

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 \$238,721.41 to the Triview ColoTrust District Fund account on or before January 31, 2022. The ACH detail is as follows and documentation is enclosed.

Sales Tax for November 2021	\$ 216,927.67
Regional Building Use Tax for December 2021	\$ 870.05
Motor Vehicle Tax for November 2021	\$ 20,923.69

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Foreman", with a long horizontal flourish extending to the right.

Mike Foreman
Town Manager



Triview Metropolitan Public Works January 2022 Report

List of January Projects:

- Continue Winter shrub/perennial cutback
- Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations
- Completed district fencing audit.
- Start district fencing repairs.
- Winter water district trees & shrubs where favorable weather allows.
- Completed updated 2021 public works safety program. Weekly safety tailgate meetings on Wednesday mornings.
- District street sign repairs
- A Yard Building completed. We have our Certificate of Occupancy
- Remove holiday lighting and store
- Fleet maintenance (Post snow work on multiple trucks and other equipment)
- Mountain Fox will be installing gate operators @ A Yard January 18th- 21st.
- We mobilized on 2 storms this month snow plowing and ice control.

Focus for February:

- Building shelving and storage for new shop. On bad weather days.
- District street sign repairs and painting posts.
- Complete winter cutbacks on all shrubs and perennials.
- order pre-emergent for off lawn application in March
- Modification to the Turf and Ornamental fertilization and Herbicide program
- Tree and plant count and ordering for Baptist and Leather Chaps landscape project.





- District fencing repairs.
- Servicing all 2 cycle, mowers, and small engines for spring.
- District detention pond maintenance.
- Winter watering.
- Install upgraded hardware for district irrigation controllers.



SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created: January 03, 2022

Start Date: December 31, 2021

End Date: January 01, 2022

Region: Colorado Springs/Pueblo

Meteorological Discussion:

After a painfully dry fall, the first impactful snowstorm of this season for the I-25 corridor from Colorado Springs to Pueblo would move through on New Year's Eve and into New Year's Day 2022. Strong westerly upper-level flow aloft the week leading up to Friday December 31, 2021, would be in place producing bouts of strong winds before a relatively quick moving, yet potent snowstorm moved impacted the region. Windy and warm conditions leading up to the event on Friday as high temperatures reached the low to mid 50's for most of southeastern Colorado as winds were from the south/southwest between 15-25mph with gusts up to 40mph. Partly cloudy skies early with clouds increasing into the afternoon as snowfall started to pick up in north of the Palmer Divide during the afternoon. Snowfall would gradually increase to the N in Douglas County between 4-5pm, spilling over into northern El Paso County by 5-6pm. Snow would then slowly progress southward into Colorado Springs as the evening progressed. By 8-9pm the main band of snow had begun to impact Colorado Springs with periods of moderate snow through about midnight. Snow would develop after midnight further south into Pueblo and Canon City. Roadways became snow packed and icy as the snow filled in with totals by around daybreak Saturday between 2-4" for Monument Hill and into the Black Forest area with generally 1-3" in and around Colorado Springs and with areas south of Colorado Springs and into Pueblo reporting between a 0.5-2". Additional light snow to areas of brief moderate snow would continue to fall through the morning Saturday and would generally bring an additional 0.5-2.0" for most areas, with isolated higher/lower amounts. Temperatures bottomed out in the low to mid-teens most areas by daybreak Saturday with daytime temperatures remaining in the teens throughout the day Saturday resulting in minimal melting. Snow totals in the table may contain estimates due to missing or partial data and be lower than peak due to compaction of snow and timing of spotter measurements on Saturday morning.

NWS Winter Weather Advisory was in effect from 11am Friday, December 31, 2021, effective until 11am Saturday, January 1, 2022, for northern El Paso County.

The official high temperature at the Colorado Springs airport on Friday December 31, 2021, was 51°F with a low of 22°F. Total precipitation at the airport on Friday December 31, 2021, was 0.02" of liquid precipitation with 0.4" of snowfall. The official high temperature at the Colorado Springs airport on Saturday January 1, 2022, was 23°F set at 1:32am with a low of 1°F set at 9:46pm. Total precipitation at the airport in Colorado Springs on Saturday January 1, 2022, was 0.12" of liquid precipitation with 2.4" of snowfall, making for a storm total of 2.8".

SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created: January 03, 2022

Start Date: December 31, 2021

End Date: January 01, 2022

Region: Colorado Springs/Pueblo

The official high temperature in Pueblo on Friday December 31, 2021, was 56°F with a low of 19°F. Total precipitation in Pueblo on Friday December 31, 2021, was 0.00" of liquid precipitation with a trace of snowfall. The official high temperature for Pueblo on Saturday January 1, 2022, was 19°F set at 12:20am with a low of -10°F set at 11:59pm. Total precipitation in Pueblo on Saturday January 1, 2022, was 0.18" of liquid precipitation with 3.0" of snowfall.

SNOW REPORT

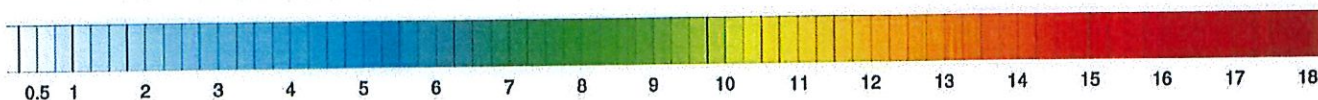
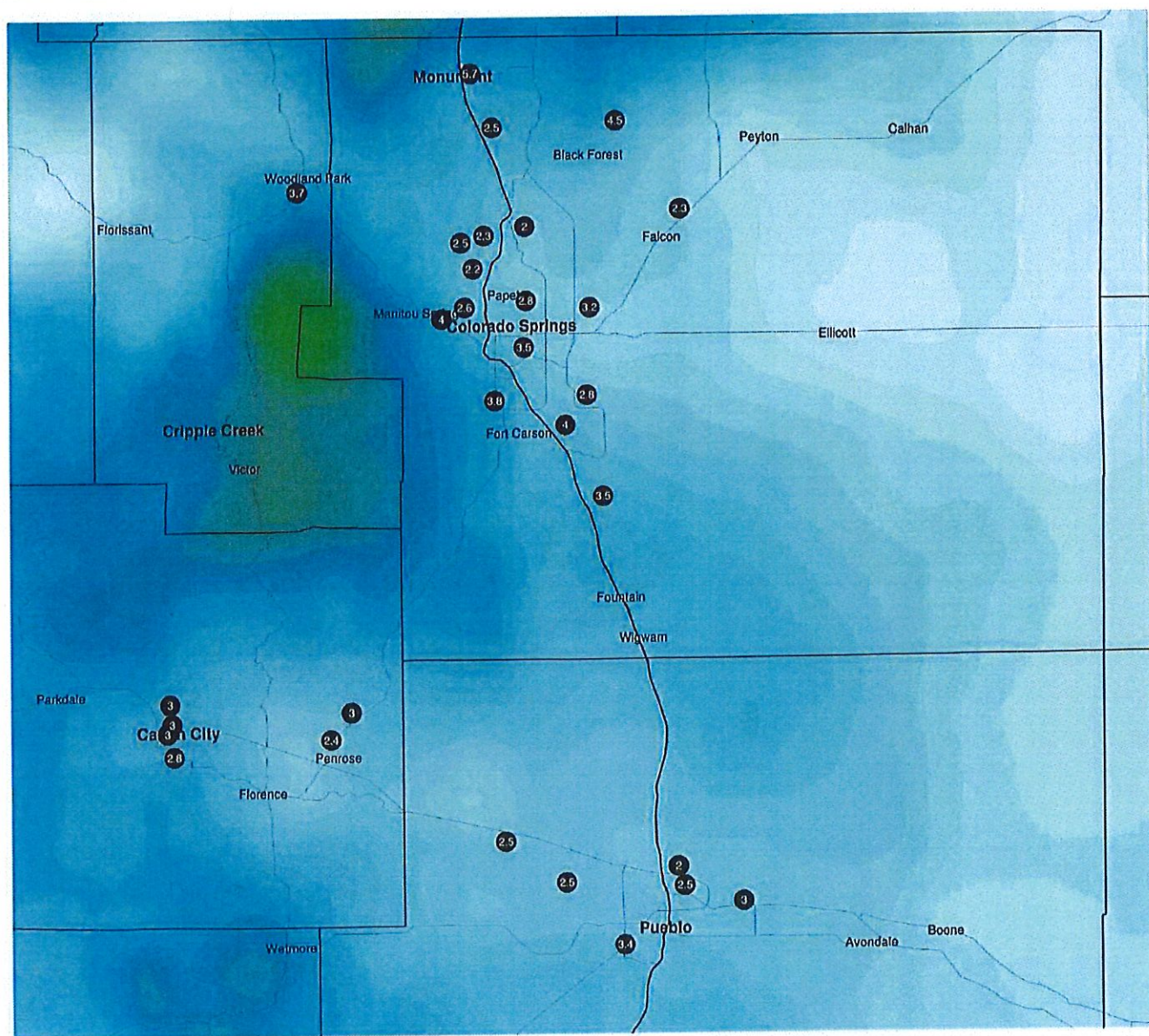
your window to the weather
SKYVIEW WEATHER®

Report Created: January 03, 2022

Start Date: December 31, 2021

End Date: January 01, 2022

Region: Colorado Springs/Pueblo



SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created: January 03, 2022

Start Date: December 31, 2021

End Date: January 01, 2022

Region: Colorado Springs/Pueblo

Snowfall by Location

Location	Zip Code	Snowfall	Location	Zip Code	Snowfall	Location	Zip Code	Snowfall
Black Forest WSW	80908	4.5	Colo Springs S FD HQ	80910	3.5	Penrose NW	81240	3.0
Canon City	81212	2.8	Colo Springs 7.2 SSW or 3.0S	80906	3.8	Penrose ESE	81240	2.4
Canon City N	81212	3.0	Colo Springs 6 NW	80919	2.2	Pueblo NWS	81001	3.0
Canon City NW	81212	3.0	Colo Springs 3.1 NW	80904	2.6	Pueblo 2E	81001	2.5
Canon City SE	81212	3.0	Colo Springs 3 NE	80909	2.8	Pueblo WSW	81007	2.5
Cimarron Hills	80915	3.2	Falcon 2.3 NNE	80831	2.3	Pueblo W	81007	2.5
Colorado Springs Airport	80916	2.8	Fountain E	80817	3.5	Pueblo SW	81005	3.4
Colo Sprgs 7 NW	80919	2.5	Gleneagle	80921	2.5	Pueblo N	81001	2.0
Colo Sprgs NNW/Falcon Estates	80919	2.3	Manitou Springs East	80829	4.0	Widefield/Security	80911	4.0
Colo Sprgs 7 NNE	80920	2.0	Monument Hill - 2.9 N	80132	5.7	Woodland Park	80863	3.7

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 December 2021

Pumpage for month of December 2021 –	
Total to Production	15.397 Mg
Total to Production December 2020	16.256 Mg
Net water impounded in District ground storage tanks	322247 Gal
Total Sold	12.604 MG
Total Sold December 2020	10.032 Mg
Total District flow to WWTP for December 2021	11.233 MG

Reported activity for Month of December 2021

Wellfield-

- Well D1 rescheduled for cleaning 2nd week of January
- Well D7 VFD scheduled for replacement
- We are currently utilizing wells A7, D7, D9, and D4 for production

Water Plants A/B, C Plant Pump Station-

- A Plant is off line for winter maintenance
- B Plant is running normally, all bulk chemicals are normal, filter 2 through 5 have been cleaned, 1 left to go
- C Plant Pump Station is running normally, generator maintenance was completed
- District Bacti sampling completed for January

Additional Accomplishments-

- Colorado 811 Locates- 250+ locates for contractors were completed throughout the district for December 2021
- PRV vault maintenance- staff continues to maintain vaults by pumping out any water, inspecting plumbing, looking for leaks and repairing, recording vault high and low side pressures to ensure pressures are consistent with established setpoints.
- Staff continues to maintain readiness for state sanitary survey
- Hydrant repaired at McDonalds after vehicle mishap

Future projects-

- Continued work on the fire hydrant maintenance for the next several months
- We will focus on inside work as winter sets in for the next several months; filter maintenance for A and B plants, housekeeping and paint work is underway at both plants
- B plant chemical supply piping is scheduled for replacement

Forest Lakes Activity

- Working on transfer of all state required registrations and licenses for ORC's for Water operations and Distribution/Collection systems
- Colorado 811 transferred
- Operation of plants and district currently underway
- One hydrant repair after vehicle mishap
- Evaluation of plants and distribution/collection system underway
- Bacti clearance of new ground storage tank underway
- Reliable Environmental services cleaned out the upper lift station of excess grease chunks so an inspection could be completed by our crews

ADDENDUM TO WATER LEASE AGREEMENT

This Addendum to Water Lease Agreement ("Addendum") is made and entered into this ____ day of _____, 2022, by and between the Lessor, Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 16055 Old Forest Point, Ste. 302, Monument, CO 80132 (hereinafter "Triview"), and Lessee, Arkansas Groundwater and Reservoir Association, whose address is 205 S. Main St., Fowler, CO 81039 (hereinafter "AGRA" or "Lessee").

WHEREAS, this Addendum modifies that Water Lease Agreement entered into by and between Triview and AGRA's predecessor entity, Arkansas Groundwater Users Association ("AGUA"), dated March 18, 2019, which provides for the lease of up to 240 annual acre feet of fully consumable water delivered to Monument Creek, tributary to Fountain Creek, tributary to the Arkansas River, representing treated and re-usable effluent available to Triview following municipal wastewater treatment.

WHEREAS, Triview has available treated and re-usable effluent in excess of the 240 acre feet which is subject of the Water Lease Agreement, and AGRA wishes to lease such additional supplies in the short term;

WHEREAS, the Parties therefore wish to modify and clarify the Water Lease Agreement as contained herein.

WHEREAS, except as specifically provided herein, and except to the extent that the terms of this Addendum shall differ from those of the Water Lease Agreement, as renewed, the terms of the Water Lease Agreement are incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lease: Triview and AGRA hereby ratify the 2019 Water Lease Agreement for the lease up to 240 acre feet of fully consumable water to be delivered to Monument Creek, tributary to Fountain Creek, tributary to the Arkansas River at the outflow of the Triview's WWTP ("Point of Delivery"). Triview and AGRA further agree to the lease of up to an additional 125 acre feet of fully consumable water, so delivered, for a total lease of 365 acre feet of water annually over the term of the Lease. Water delivered to AGRA shall be calculated for purposes of Rentals at the Point of Delivery, and shall be delivered to AGRA on an "as available" basis, estimated to be approximately 1 acre foot per day, on average. Triview expressly reserves the right to re-use water which would otherwise be available for delivery to AGUA pursuant to the Water Lease Agreement and this Addendum, for its own purposes, which may result in reduced quantities of

water actually available for lease by AGRA under this Addendum.

2. Terms Incorporated: This Addendum shall be considered incorporated within the terms of the original Water Lease Agreement.

3. Rentals:

A. Rental Payments: AGRA shall make payment for Leased Water in equal monthly payments for each Lease Year, due on the 1st of each month, being 1/12th of the annually available water (30.41 acre feet) multiplied by the Primary Rate set forth below ("Rental Payments"). Rental Payments by AGRA for Leased Water shall be required whether utilized by AGRA or not, as this is a "take or pay" Lease.

B. In addition, AGUA shall make a "Supplemental Payment" equal to the number of acre feet of Leased Water subject to the Cultivation Premium described below. The Supplemental Payment shall be due no later than the last day of the second month following the month of delivery.

C. Late Payment Penalty: Late Rental Payments or Supplemental Monthly Payments greater than 30 days past due may be assessed an interest charge of 18% per annum.

D. Primary Rate: Except for use of the Leased Water for the purposes set forth in subparagraph 6.B, the rental payment obligation from AGRA to Triview shall consist of AGRA paying to Triview \$171.07 per acre foot of Leased Water for the 2022 Lease Year.

E. Cultivation Premium: Through the passage of "Amendment 64", the residents of the State of Colorado legalized the cultivation and recreational use of marijuana and hemp, and AGRA provides a source of augmentation supply to such cultivation operations in the Arkansas River Basin, including the Leased Water. Such use is associated with increased costs to Triview and AGRA. The Cultivation Premium for Leased Water for the 2022 Lease Year for uses by AGRA's members, subscribers and contractees for marijuana or hemp cultivation and associated agricultural/commercial uses of water provided shall be \$618.50 per acre foot.

F. Rate Escalator: The Primary Rate and the Cultivation Premium shall be subject to a four percent (4%) annual escalator in any successive year under this Lease.

G. AGRA's Accounting. AGRA shall, one month in arrears, provide an accounting to Triview of the uses of the Leased Water in the previous month, delineating between cultivation and non-cultivation uses, by rounding up to the closest

acre foot for cultivation uses. Triview may request additional documentation from AGRA to support the monthly accounting of cultivation/non-cultivation uses provided by AGRA, and AGRA shall timely provide such supplemental supporting evidence as Triview may reasonably request.

H. Refunds. AGRA shall have no obligation for payment for Triview's available supply to the extent that the Colorado Division of Water Resources or other applicable administrative officials of the State of Colorado may determine that the Triview supply is not available for AGRA's use based on the original source of water from which the Triview effluent supply is derived, or for quantities of water unavailable for lease due to Triview's own re-use of such water supply as provided herein. Triview shall within 30 days refund any overpayment by AGRA resulting from such reduction in Leased Water. To the extent such regulatory authorities may deem the Leased Water sufficient for some uses, but not others (*i.e.* cultivation), AGRA shall remain obligated to "take or pay" for the Leased Water.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first written above.

ARKANSAS GROUNDWATER and
RESERVOIR ASSOCIATION,

TRIVIEW METROPOLITAN DISTRICT

By _____
Kent Ricken, General Manager

By _____
James McGrady, District Manager

WATER RIGHTS LEASE AGREEMENT

This Water Rights Lease Agreement ("Lease") is entered into this ____ day of _____, 2022 between the TRIVIEW METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 16055 Old Forest Point, Ste. 302, Monument, CO 80132, ("Triview"), ARKANSAS GROUNDWATER and RESERVOIR ASSOCIATION, 205 S. Main St., Fowler, CO 81039 (hereinafter "AGRA" or "Lessee").

RECITALS

A. Triview is the owner of One Thousand Fifty-Seven (1,057) shares of stock in the Fountain Mutual Irrigation Company, a Colorado mutual ditch company ("FMIC"), as represented by Stock Certificate Nos. 1679, 1684, 1685, 1686, 1687 and 1691, copies of which are collectively attached hereto as Exhibit A. The water rights held by FMIC are set forth in the attached Exhibit B ("FMIC Water Rights") and the FMIC Shares owned by Triview represent a proportional interest in the FMIC Water Rights.

B. Triview is also the owner of 1,850 Class A Shares in the Stonewall Springs Reservoir Company ("SSRCo") representing approximately 1,850 acre feet of storage rights in the South Reservoir of the Stonewall Springs Reservoir Complex ("SSRC"), a water storage facility located near the confluence of Chico Creek and the Arkansas River in Pueblo County, Colorado.

C. Pursuant to a lease previously entered into by the Triview and AGRA's predecessor entity Arkansas Groundwater Users Association ("AGUA"), AGRA has leased through December 31, 2021 a 363 share portion of Triview's FMIC Shares and all of Triview's SSRC storage entitlements (the "Prior Lease");

D. AGRA wishes to lease from Triview, and Triview wishes to lease to AGRA, Triview's a Seven Hundred Seventy Three (773) share portion of Triview's FMIC Shares ("Subject FMIC Shares") for 2022, consistent with the terms and conditions provided herein, and further wishes to utilize all storage available to Triview in the South Reservoir of the SSRC pursuant to Triview's Class A Shares in SSRCo for the year 2022.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Lease of Subject FMIC Shares. Triview hereby leases to AGRA, and AGRA hereby leases from Triview, the Subject FMIC Shares and a proportional interest in the FMIC Water Rights represented thereby, including, without limitation, all diversions, storage rights, and consumptive use associated with and appurtenant thereto.

2. Lease of SSRC Storage Capacity. Triview hereby leases to AGRA and AGRA hereby leases from Triview, all storage capacity in the South Reservoir of the

SSRC, scheduled to come on-line and be available for such storage prior to May 1, 2022, associated with Triview's owned/contracted 1,850 Class A Shares in SSRCo, representing an entitlement to approximately 1,850 acre feet of water storage therein.

3. Use of Subject FMIC Shares and SSRC Storage Capacity. The use of the Subject FMIC Shares, and of any other water stored in the leased SSRC Storage Capacity, shall be for use by the Lessee for irrigation and/or for augmentation purposes (including in administratively approved replacement plans and/or substitute water supply plans, Rule 14 plans, or decreed plans for augmentation). There shall be no other use by Lessee of the leased Subject FMIC Shares nor leased SSRC Storage Capacity without the written consent of Triview, which may be granted, conditioned, or withheld in the sole discretion of Triview. Water stored in the SSRC but not released during the Term of this Agreement shall remain available for AGRA's use for a period of one additional year.

4. Rental Payment. Lessee shall pay to Triview the Rental Payment for each Subject FMIC Share. For the year-one term of this Lease, the Rental Payment equals **\$150.00 per FMIC Share** leased for a full **Rental Payment of \$115,950.00**, which shall be paid in full upon execution of this Lease. The SSRC Storage Capacity is, for the one-year term of this lease, included in the above-calculated Rental Payment. The parties agree that the water and water storage space leased hereunder is on a "take or pay" basis, and accordingly Lessee shall pay the full Rental Payment whether or not said quantities are actually taken by Lessee or required for its uses. Late Rental Payments greater than 30 days past due may be assessed an interest charge of 18% per annum. Should AGRA wish to utilize SSRC storage capacity for operative storage, making releases therefrom, AGRA shall in addition to the Rental Payment, be responsible for the actual operational costs for releasing water from the South Reservoir.

5. Term. Lessee's use of the Subject FMIC Shares and SSRC Storage Capacity shall be for a term beginning on the date of mutual execution, and ending on December 31, 2022.

6. FMIC Approvals. This Lease is subject to any approval needed from FMIC for the lease of FMIC shares. Triview shall seek and obtain such approvals from FMIC. Provided, however, if Triview is not able to obtain such approval by FMIC of augmentation and replacement use by AGRA, this Lease shall terminate without liability to either party, and all payments made by AGRA hereunder shall be promptly refunded to AGRA, except the refund shall be pro rated to the extent water has been available to or taken by AGRA using the prices per acre foot set forth herein. AGRA shall be entitled to the use of the SSRC Storage Capacity in 2022 regardless of approvals from FMIC pursuant to the terms of this Lease.

7. Stock Assessment. During the term of this Lease, Lessee shall pay the stock assessments due to FMIC upon the leased Subject FMIC Shares. Stock assessments for 2021 are **\$95.00 per share**, for a **total assessment due to Triview under this Lease of \$73,435.00 (\$95 x 773 shares)**. Lessee shall reimburse Triview for such expense coincident with the execution of this Agreement, and such amounts are in

addition to, not included in, the Rental Payment described above in Paragraph 4. Any FMIC special assessments for the purpose of capital expenditures shall be paid by Triview.

8. Transit Losses. Lessee shall be responsible for all transit losses, if any, in the use of the Subject FMIC Shares.

9. Augmentation Plan/SWSP Approval and Cost. Lessee shall be responsible, including for all costs and expenses, in the operation and administration of any augmentation plan, Rule 14 plan, and/or substitute water supply plan or other administrative approval, necessary for Lessee's use of the leased Subject FMIC shares. If the State or Division Engineer denies AGRA's use of the Subject FMIC Shares because the Subject FMIC Shares have not been changed by decree of the water court, then AGRA may terminate the Lease in whole or in part without liability to either party, and all payments made by AGRA hereunder shall be promptly refunded for shares the use of which is so denied, except the refund shall be pro rated to the extent water has been available to or taken by AGRA using the prices per acre foot set forth herein. AGRA shall not be permitted to, and shall have no obligation to, change the use of the Subject FMIC Shares in water court or obtain an SWSP for changed uses of the shares.

10. As Is Condition. The leased Subject FMIC Shares are leased in an "as is" condition without any representations or warranties. However, if FMIC system becomes inoperable and unable to deliver augmentation water for reason other than priority administration of water rights, then AGRA may terminate this Lease without liability to either party, and all payments made by AGRA hereunder shall be promptly refunded, except the refund shall be pro rated to the extent water has been available to or taken by AGRA using the prices per acre foot set forth herein.

11. Ownership/Quiet Enjoyment. Triview warrants and represents that (1) it is the owner of the Subject FMIC Shares, (2) that the leased Subject FMIC Shares are uncommitted to any other use, and that the leased Subject FMIC Shares shall remain so during the term of this Lease, and (3) there are no liens or encumbrances upon the leased Subject FMIC Shares which would foreclose Lessee's use of the same under this Lease. Triview further covenants that Lessee, upon performing the covenants and agreements of this Lease, shall have and hold quiet possession and enjoyment of the Subject FMIC Shares for the term of this Lease.

12. Assignment. This Lease shall not be assigned, nor the Subject FMIC Shares subleased, by Lessee, though Triview acknowledges that the water AGRA obtains from the leased Subject FMIC Shares may be distributed by AGRA to its members, participants, and lessees as part of AGRA's normal operations.

13. Default. In the event of any default hereunder, the defaulting party shall have a period of 10 (ten) days after written notice of default to cure any noncompliance. If any default is not cured within said cure period, the non-defaulting party shall have such rights as are available under Colorado law, including, without limitation, damages for

breach of contract.

14. Entire Agreement. This Lease represents the entire agreement of the parties with respect to the subject matter covered herein. All negotiations, consideration, representations and understandings between the parties are incorporated and merged herein. This Agreement may be modified or altered only by the parties' written agreement.

15. Governing Law/Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Proper venue shall be in the District Court of El Paso County, Colorado.

16. Time is of the Essence. Time is of the essence in the performance of the parties' obligations hereunder.

17. Authority. All parties to this Lease represent that they have the full power and authority to enter into and perform this Lease.

18. Severability. Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease, provided that the primary purposes of this Lease remain fulfilled.

19. Binding Effect. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

20. Counterparts. This agreement may be signed in counterparts.

THIS AGREEMENT is executed the date and year set forth above.

Lessor:
TRIVIEW METROPOLITAN DISTRICT
Including, by and through its
Water Enterprise

Lessee:
ARKANSAS GROUNDWATER and
RESERVOIR ASSOCIATION

By: James McGrady, District Manager

By: Kent Ricken, Manager

WATER LEASE AGREEMENT

This Water Lease Agreement is made and entered into this ____ day of January, 2022, by and between Lessor, Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter "Triview"), whose address is 16055 Old Forest Point, Monument, Colorado 80132; and Lessee, Arkansas Groundwater and Reservoir Association, and/or assigns (hereinafter "AGRA"), whose address is 205 S. Main St., Fowler, CO 81039.

WITNESSETH:

WHEREAS, this Agreement pertains to a lease of certain of the 3,333 total shares in the Excelsior Irrigating Company (hereinafter the "Excelsior Shares"); and

WHEREAS, AGRA owns 1,792 of the Excelsior Shares or a 53.765 percent interest (the "AGRA Shares") and Triview owns 1,341 of the Excelsior Shares or a 40.234 percent interest (the "Triview Shares"); and

WHEREAS, AGRA is a water users association in the Arkansas River basin whose organizational purpose is to obtain and provide augmentation water for its members to allow them to pump ground water considered tributary to the Arkansas River; and

WHEREAS, AGRA's member wells operate under an annually approved replacement plan approved by the State Engineer; and

WHEREAS, in Case Number 04CW62, District Court, Water Division 2 (hereinafter "Change Case"), the parties hereto, or their predecessors in interest, adjudicated a change in use of all the water associated with the Excelsior Shares to include augmentation uses. The purpose of the Change Case was to allow AGRA to use the Excelsior Ditch Water as an augmentation supply in its replacement plans; and

WHEREAS, the Division 2 Water Court entered a decree for storage of the historical consumptive use components of the changed Excelsior Ditch Water for purposes which include augmentation in Case No. 16CW3093 on January 21, 2020, Such storage to be in the Stonewall Springs Reservoir Complex ("SSRC"), which is operated by the Stonewall Springs Reservoir Company ("SSRCo"), in which Triview is the majority shareholder. While AGRA was a co-Applicant in Case No. 16CW3093, AGRA has not to date acquired any interest in the Stonewall Springs Reservoir Complex, as described in that application, though AGRA and Triview continue to negotiate for such storage interests; and

WHEREAS, Triview's predecessor in title also obtained a plan for augmentation in Case No. 16CW3094, Water Division No. 2, utilizing the Triview Shares as a source

of augmentation supply, including through its membership in AGRA, and such Case No. 16CW3094 was likewise decreed on January 21, 2020; and

WHEREAS, Triview and AGRA, in concert with Excelsior Shareholder Stonewall Water, LLC, have jointly filed an application with the Division 2 Water Court in Case No. 21CW3082 for the further change of the Excelsior Shares to municipal purposes; and

WHEREAS, Triview and AGRA's predecessor entity, Arkansas Groundwater Users Association ("AGUA") entered into a similar lease of the Triview shares for water year 2021-2022, and this Lease is intended to be a renewal thereof; and

WHEREAS, Triview desires to lease up to the entirety of the Triview Shares, 1,341 Excelsior Shares, to AGRA for all lawful uses, including as replacement/augmentation water in AGRA's replacement plans, and under the 16CW3093 and 16CW3094 decrees, and AGRA desires to enter into such a lease.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lease: Triview hereby leases up to the entirety of the Triview Shares, 1,341 Excelsior Shares, and AGRA hereby hires and leases said Triview Shares of stock all pursuant to the terms of this Agreement.

2. Term: The term of this lease between Triview and AGRA shall commence effective April 1, 2022 and shall continue in full force and effect for a one-year term through March 31, 2023, the "2022-23 Water Year". There shall be no automatic extensions of this lease or any right hereunder unless the parties enter into a written renewal or extension agreement, or new lease. Any written renewal or extension of this Water Lease Agreement shall be entered into by January 31, 2023, unless otherwise agreed by the parties.

3. Rentals: The rental payment obligation from AGRA to Triview per acre foot of consumptive use water available under the Triview Shares for the 2022-23 water year shall equal the amount AGRA will charge its members for each acre foot of consumptive use water during the same water year plus a premium of 10% ("Rental"), for each specific use made by such AGRA members. If AGRA increases the amount it charges its members for each acre foot of consumptive use water during the term of this Agreement, whether as a general charge increase, or for specific uses of water, the Rental shall be adjusted by the parties so that it is equal to the amount AGRA charges its members, plus the premium described herein. In lieu of full payment directly to Triview, AGRA shall first credit the Rental payment obligation against dues and water use fees related to Triview's membership in AGRA as follows: The Rental for the April 1, 2022 through March 31, 2023 water year shall be credited against Triview's AGRA

membership dues for the 2021-22 Water Year, except as described below. Any remaining balance shall be paid to Triview upon Triview's written request for payment. Triview shall maintain all permits, licenses, consents, approvals and authorizations with regard to use of the leased water rights and pay all water assessments.

4. Use of subject water rights: The water delivered to AGRA represented by the shares of stock of the Excelsior Ditch may be used for all lawful irrigation and augmentation purposes, specifically including but not limited to augmentation of diversions, and shall expressly include the right to store water and water rights attributable to the Triview Shares for later release in the SSRC. Notwithstanding the foregoing, AGRA shall not utilize the water rights leased herein for irrigation of cannabis or hemp, nor for the augmentation of depletions from irrigation of cannabis or hemp, without additional written consent of Triview, which consent shall be in the sole and complete discretion of Triview^[CC1]. AGRA shall use the Excelsior Ditch Water as intensively as is consistent with good beneficial use practices utilizing proper accounting techniques and stewardship of the water to maximize the beneficial use of the water delivered to AGRA or as may be authorized by the Division Engineer or the Water Court, Water Division 2. AGRA shall not attempt to sell, transfer, encumber, lease, convey or otherwise dispose of all or any portion of the subject water rights approval. If AGRA, its agents, or employees responsible for discharging the obligations under this lease have not properly satisfied such obligations, Triview may declare an event of default and choose among the remedies set forth in Paragraph 5 below.

A. Use of subject water rights by Triview. The Parties agree and acknowledge that all or a portion of the subject water rights have recently been used, including during the 2021-22 Water Year, as a source of augmentation water for pumping from wells owned and controlled by Triview and augmented by AGRA under the Plan for Augmentation decreed in Case No. 16CW3094, to allow Triview's continued use of the irrigation wells on land owned by Triview and described in the 16CW3094 augmentation plan, and that a source of replacement/augmentation water under any such administratively or judicially approved augmentation plan is anticipated to be the Triview's Excelsior Shares. The Triview Shares subject of this Lease shall be available for use in such Triview plan for augmentation consistent with the terms and conditions of this Lease Agreement, and the Parties shall cooperate in resolving any issues which may develop in this regard. To the extent Triview may not utilize the entirety of the water attributable to the Triview Shares in its own Plan for Augmentation, AGRA shall have the right to utilize the Triview Shares for replacement or augmentation purposes in other plans controlled or administered by AGRA. It is anticipated that Triview shall pay to AGRA the same amounts, to the extent in excess of AGRA membership dues, paid by other AGRA members for water provided by AGRA under other plans for augmentation, for water actually provided to Triview by AGRA for such augmentation purposes. The Parties shall cooperate in any such administrative or judicially approved plans, and Triview shall provide AGRA with all notice practicable should it be anticipated that the Triview Shares will be unavailable for AGRA's use under this Lease Agreement.

B. Notwithstanding the foregoing, to the extent AGRA may desire to utilize all or a portion of the Triview shares for provision of augmentation or replacement supply, or for other lawful purposes, to non-members of AGRA, AGRA shall first provide Triview with written notice of the party seeking to utilize the Triview Shares, and the amount per acre foot such party proposes to pay AGRA for such use. Triview shall have a right of first refusal on any such transaction, and shall at its discretion be entitled to reserve the Triview Shares for its own use to the extent AGRA wishes to utilize such Triview Shares for provision of water to non-members of AGRA. In such instance, Triview shall not be compensated under this Lease for any portion of the Triview Shares not available for AGRA's use, and shall promptly refund any payments made by AGRA for such shares. Upon such refund, Triview shall have all rights to the use and disposition of water attributable to the Triview Shares in its sole and complete discretion.

5. Default: In the event of a default hereunder by either party, the non-defaulting party shall give written notice to the defaulting party specifying the terms of the particular default and the defaulting party shall have thirty (30) days after receipt of such notice either to cure or undertake and proceed diligently to cure, such default. In the event the defaulting party shall cure the default in a timely manner, this lease shall continue in full force and effect as though no default had occurred. In the event any default is not cured in a timely manner the non-defaulting party may elect its remedies as follows:

A. Suit for damages.

B. Termination of this agreement at the election of the non-defaulting party.

6. Termination: This Lease shall automatically terminate at the end of the term. This Lease shall also terminate upon the election of either party to terminate same after an uncured default by the other party has occurred. Such termination shall not relieve the defaulting party from any damages it may be ultimately obligated to pay to the non-defaulting party.

7. Indemnifications: Triview shall have no responsibility or liability whatsoever for any claim, demand, action or liability whatsoever asserted or arising as a result of the use of the leased water rights by AGRA, and AGRA shall indemnify and hold harmless Triview from any claim, demand, action or liability whatsoever asserted or arising as a result of the use of the leased water rights by AGRA. In addition, AGRA agrees to pay, and to indemnify Triview against, all costs and expenses (including, but not limited to, Triview's reasonable attorney fees) incurred by or imposed upon Triview, by or in connection with any litigation to which Triview becomes a party as a result of the use of the leased water rights by AGRA, or that may be incurred by Triview in

enforcing any of the covenants and agreements of this Lease (with or without the institution of any action or proceeding relating to the Leased Water Rights or in obtaining possession after an Event of Default or upon expiration or termination of this Lease Agreement). Triview agrees to pay, and to indemnify AGRA against all costs and expenses (including, but not limited to, AGRA's reasonable attorney fees) incurred by AGRA upon default by Triview in enforcing any of the covenants and agreements of this Lease.

8. Miscellaneous:

A. Complete agreement: This Lease contains the complete and entire agreement between the parties regarding the transaction contemplated herein, and supersedes all prior understandings, if any, between the parties regarding such matters.

B. Written instruments: This Lease may not be modified in any respect whatsoever, except by a further agreement in writing duly executed by both parties. Any notice, consent, waiver, approval or authorization shall be effective if signed by the party granting or making such notice, consent, waiver, approval or authorization.

C. Notices: Any notice required under the terms of this Lease shall be given in writing and shall be effective upon delivery in person or the mailing thereof to the parties at the following addresses, or at such other addresses as a party may subsequently designate for itself by notice:

Triview Metropolitan District
Attn. James McGrady
District Manager
16055 Old Forest Point, Ste. 302
Monument, Colorado 80132
jmcgrady@triviewmetro.com

With copy to:
Chris D. Cummins
Monson, Cummins & Shohet, LLC
13511 Northgate Estates Dr., Ste. 250
Colorado Springs, CO 80921
cdc@cowaterlaw.com

Arkansas Groundwater and Reservoir Association
c/o Kent Ricken, Manager
P.O. Box 11446
Pueblo, CO 81008

D. Governing law: This Lease shall be construed and enforced in

accordance with the laws of the State of Colorado.

E. No liability: No officer, director, stockholder, investor in or partner or joint venturer of the parties, no disclosed or undisclosed principal of the parties, and no person or entity in any way affiliated with the parties shall have any personal liability with respect to this Lease, or the transaction contemplated hereby; nor shall the property of any such person or entity be subject to attachment, levy, execution or other judicial process.

F. Survival: The representations, covenants and warranties provided in this Lease and the rights and obligations of the parties hereunder shall survive the termination of the Lease to the extent provided in paragraph 6 hereof.

G. Recording: This Lease may be recorded by either party at that party's expense.

H. Binding Effect: This Lease shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

I. Severability: The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

J. Waivers: No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date first written above.

ARKANSAS GROUNDWATER USERS
ASSOCIATION,

TRIVIEW METROPOLITAN DISTRICT

By _____
Scott Brazil, President
Arkansas Groundwater and Reservoir
Association

By _____
James McGrady, District Manager
Triview Metropolitan District



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
January 20, 2022

Paid Invoices Over \$5,000

- 1. Donala Water & Sanitation District** **\$44,642.86**
Enterprise Fund –Wastewater Operations -Wastewater-
System-Wastewater -TF/Donala/IGA
- 2. LRE Water** **\$16,535.00**
Capital Project – Enterprise - Water Improvements – Pueblo Reservoir - Excess
Capacity Leasing & Permitting
- 3. Western States Reclamation, Inc.** **\$255,939.50**
Capital Project –Enterprise – Water Improvements – South Reservoir – Purchase
& Install Inlet Channel & Spillway
- 4. Classic Homes** **\$23,861.00**
Capital Project – Enterprise - Water Improvements –Regional Water/Wastewater
Design & Permitting
- 5. Denver Industrial Pumps, Inc.** **\$15,168.00**
Enterprise Fund – Water Systems – Repairs & Maintenance
- 6. Ground Floor Media** **\$22,690.49**
General /Enterprise Fund – Professional Services -Public Relations (3rd & 4th Quarter)
- 7. JDS Hydro Consultants** **\$45,941.11**
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater
Design & Permitting – Northern Delivery System

- 8. Utility Maintenance & Inspection, LLC.** **\$52,400.15**
Enterprise Fund – Wastewater System – Video Collection System
- 9. PSI System, Inc.** **\$5,755.92**
Capital Project – General – Vehicles & Equipment
- 10. N.E.S. Inc.** **\$14,923.99**
Capital Project – Enterprise - Water Improvements – AVIC Change Case
- 11. N.E.S. Inc.** **\$5,656.47**
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater Design & Permitting – Northern Delivery System
- 12. Integrated Design & Construction** **\$7,457.80**
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 13. Rocky Mountain Electrical Services** **\$13,321.60**
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 14. Reyes Concrete** **\$7,750.00**
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 15. Rial Heating & Air Conditioning, Inc** **\$5,524.01**
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 16. Dimag Construction, LLC** **\$14,846.00**
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard
- 17. Excelsior Irrigating Company** **\$28,831.50**
Enterprise Fund – Water System – Water & Ditch Assessments
- 18. JDS Hydro Consultants** **\$6,984.89**
General/Enterprise Fund – Professional Services – Professional Services Engineering
- 19. Mountain Fox Garage Doors** **\$6,734.89**
General Fund –Parks & Open Space O & M- Automated Gate for Public Works Facility

- 20. MWI Pumps** **\$137,129.25**
Capital Project –Enterprise – Water Improvements – South Reservoir – Purchase
& Install Inlet Channel & Spillway
- 21. Seal Coat Solutions, Inc.** **\$38,383.50**
General Fund – Streets Operations & Maintenance – Operations & Maintenance
- 22. Summit Water Engineers, Inc.** **\$5,610.00**
Capital Project –Enterprise – Water Improvements – Excelsior Change Case
- 23. Summit Water Engineers, Inc.** **\$19,037.26**
Capital Project – Enterprise - Water Improvements – AVIC Change Case
- 24. Pueblo County Colorado** **\$10,000.00**
Capital Project –Enterprise – Water Improvements – Pueblo Reservoir –
Excess Capacity Leasing & Permitting
- 25. Monson, Cummins & Shohet, LLC** **\$12,936.21**
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet
- 26. Winston Conkling** **\$20,000.00**
Capital Project – Water Improvements – Water Purchases & Diligence
Investigations/Permitting /Land Purchase
- 27. BendPak, LLC** **\$9,755.00**
Capital Project – General – Vehicles & Equipment – 2 Post Lift for Truck



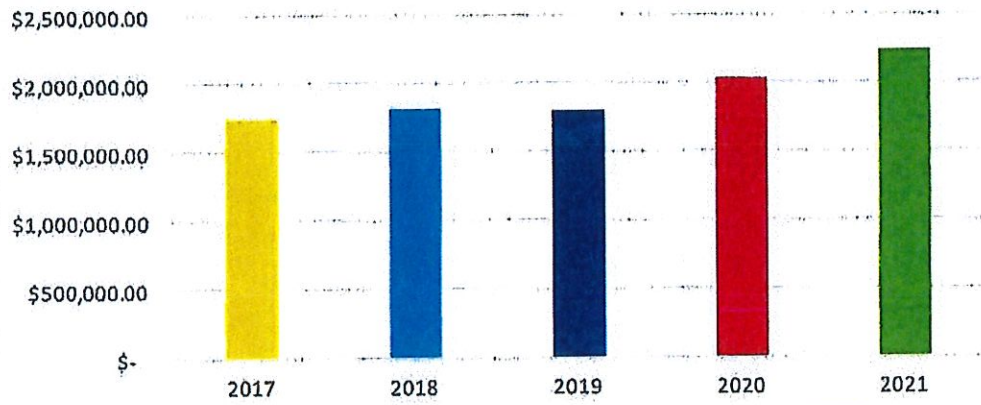
TRIVIEW METROPOLITAN DISTRICT
Financial Statements
December 2021
Unaudited

TOWN OF MONUMENT

Sales Tax Share

**Year to Date – November 2021
with 2017, 2018, 2019 and 2020**

Town of Monument
Sales Tax Revenue
November - YTD
2017 thru 2021



CASH POSITION
December 31, 2021

TRIVIEW METROPOLITAN DISTRICT

Cash Position - 2021

	Balance Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21
Fund/Account													
General Fund - Checkable Accounts													
Community Banks #8605													
General Fund - Checkable Account	147,944	91,830	1,470	15,501	6,463	5,517	12,594	11,618	10,599	15,913	0	0	0
KeyBank #1567	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)
General Fund - Checkable Account	571,172	624,024	719,618	215,095	304,938	244,610	147,906	278,389	299,772	207,712	168,596	241,652	347,243
Transfer in Process													
General Fund Investment Account - Sales Tax Revenues	3,176,979	3,352,879	3,652,321	4,603,377	2,231,523	2,808,465	3,162,298	4,541,035	4,641,997	4,953,291	5,540,706	4,194,172	4,695,828
Colorado Trust #8002	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)
Transfer in Process													
General Fund Cash Accounts	946,095	1,118,753	1,403,409	2,333,973	2,542,924	3,038,590	3,323,798	3,301,042	3,622,568	3,846,916	4,337,428	4,435,824	5,043,071
Enterprise Fund Accounts													
Enterprise Fund - Checkable Account													
Community Banks #8638	23,620	23,620	11,500	3,349	10,908	10,341	10,341	10,341	10,341	10,341	0	0	0
Enterprise Fund - Checkable Account	1,127,202	1,059,997	925,638	1,362,980	1,336,766	474,957	457,190	248,773	484,320	678,230	752,134	492,843	470,610
KeyBank #1575	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)	(450,000)
Enterprise Fund Reserve Account	11,120,001	11,120,997	11,121,731	7,622,260	9,622,623	9,625,092	9,598,409	9,598,675	8,916,887	8,917,021	8,917,147	8,917,342	8,917,704
Colorado Trust #8001	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)
Transfer in Process													
Enterprise Fund - Money Market	461,044	461,048	461,051	461,055	461,059	461,063	461,067	461,071	461,074	461,078	461,082	461,086	461,090
KeyBank #7892													
Enterprise Escrow Account	791	791	791	791	791	791	791	791	791	791	791	791	791
Colorado Trust #8003													
Enterprise Account - Renewable Water Fees	1,783,163	1,783,323	1,783,440	1,783,539	1,783,623	1,783,710	1,783,768	1,783,818	1,783,858	1,783,884	1,783,910	1,783,949	1,784,021
Colorado Trust #8004 - GI #500-100-102.06													
Enterprise Account - Sewer and Water In Plant Fees	721,408	721,472	721,520	721,560	721,594	721,629	721,652	721,673	721,689	721,699	721,708	721,726	721,755
Colorado Trust #8005	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)	(13,187,229)
Enterprise Fund Cash Accounts													
Capital Projects Fund Accounts													
Capital Projects Fund Checkable Account	1,647	1,647	1,647	47	47	47	47	0	0	0	0	0	0
Community Banks #8590 West Water Escrow													
Capital Projects Fund Checkable Account	1,454,445	1,625,976	1,691,303	1,769,729	2,552,693	4,188,451	4,424,977	4,057,903	3,967,162	4,389,991	4,952,972	3,050,547	2,245,013
KeyBank #2516													
Capital Projects Fund - General High Escrow	0	0	0	0	0	0	0	2,161,571	2,161,571	2,161,571	2,161,571	2,149,934	2,149,934
KeyBank #9922													
Capital Projects Fund Cash Accounts	1,456,092	1,627,623	1,692,950	1,769,776	2,552,740	4,188,498	4,389,995	6,219,474	6,128,733	6,551,562	7,094,543	5,180,481	4,594,947
2016 Bond Funds - Restricted													
Series 2016 Bond Fund	1,466,863	1,467,201	1,467,530	1,467,827	2,012,736	1,592,274	1,592,352	1,592,405	1,592,458	1,592,484	1,592,506	1,382,194	345
Colorado State Bank and Trust/BOK Financial													
Transfer in Process													
Series 2016 Revenue Fund - (Priority Tax Revisions)	540,932	545,163	545,163	545,199	1,260,001	743,357	743,395	743,419	743,443	743,456	743,467	743,478	2,124,581
Colorado State Bank and Trust/BOK Financial													
Bond Funds - Totals	2,011,845	2,012,364	2,012,693	2,012,698	3,272,737	2,335,631	2,335,747	2,335,824	2,335,891	2,335,940	2,335,972	2,125,672	2,124,926
Month to Month Change	22,601,261	22,879,988	23,084,523	20,571,909	22,306,765	22,638,302	25,279,558	26,011,482	25,795,962	26,637,462	27,781,590	24,119,714	23,914,715
Month to Month Change	278,707	204,555	(2,512,614)	1,735,856	352,557	2,621,056	732,124	(215,520)	841,500	1,144,128	(5,661,876)	(204,999)	

Note 2: Bond Interest payments made in May.

Restricted Accounts

Note 3

FUND BALANCE SUMMARY

December 31, 2021

TRIVIEW METROPOLITAN DISTRICT

December 31, 2021

Fund Summary

Unaudited

GENERAL FUND

	Public Works/ Streets	Parks and Open Space	Debt Service	Total
Total Revenue	\$ 3,705,311	\$ 2,271,369	\$ 2,635,174	\$ 8,611,853
Total Expenditures	1,124,492	822,946	2,571,456	4,518,894
Net Excess (Deficiency)	\$ 2,580,819	\$ 1,448,422	\$ 63,718	\$ 4,092,959
		Less: Transfer to Capital Projects Fund	\$	1,260,428
		Transfer to Enterprise Fund	\$	600,000
		Net Excess (Deficiency) - 2021	\$	2,232,531
		Beginning Fund Balance -	\$	1,623,502
		Ending Fund Balance - December 31, 2021	\$	3,856,033

WATER AND WASTEWATER ENTERPRISE FUND

	Water Operations	Wastewater Operations	Debt Service	Total
Total Revenue	\$ 2,853,234	\$ 1,803,421	\$ 1,962,041	\$ 6,618,696
Transfer from General Fund	-	-	600,000	600,000
Total Expenditures	1,903,851	1,459,822	2,008,197	5,371,870
Net Excess (Deficiency)	\$ 949,383	\$ 343,598	\$ 553,844	\$ 1,846,826
		Less: Transfer to Capital Projects Fund	\$	4,020,508
		Net Excess (Deficiency) - 2021	\$	(2,173,682)
		Beginning Fund Balance -	\$	19,709,456
		Ending Fund Balance - December 31, 2021	\$	17,535,774

CAPITAL PROJECTS - GENERAL FUND

	Total
Total Revenue	\$ 2,392,411
Plus: Transfer from General Fund	1,260,428
Total Expenditures	(1,519,040)
Less: Highway Road Escrow	(2,133,799)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance -	\$ -
Ending Fund Balance - December 31, 2021	\$ -

CAPITAL PROJECTS - ENTERPRISE FUND

	Total
Total Revenue	\$ 6,002,579
Plus: Transfer from Enterprise Fund	4,020,508
Total Expenditures	(10,023,087)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance -	\$ -
Ending Fund Balance - December 31, 2021	\$ -

GENERAL FUND
Cost Allocation
December 31, 2021

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Sales Tax/IGA/Town - Estimated	\$ 1,518,000	\$ 1,598,241	\$ 80,241	105%
Property Tax - Operations	66,878	66,865	(13)	100%
Property Tax/IGA/Town	204,600	203,660	(941)	100%
Specific Ownership Tax	198,660	212,052	13,392	107%
Auto Tax/IGA/Town - Estimated	99,000	167,634	68,634	169%
Interest	3,300	2,684	(616)	81%
Drainage Impact Fees	206,250	357,022	150,772	173%
Road and Bridge Fees	162,300	680,055	517,755	419%
Use Tax - Construction Material	158,400	386,178	227,778	244%
Use Tax - Town	3,960	4,671	711	118%
Miscellaneous - (includes Safety Grant)	9,900	16,910	7,010	171%
Lot & Inspection Fees	-	9,339	9,339	0%
Total Revenue	\$ 2,631,248	\$ 3,705,311	\$ 1,074,063	141%
EXPENDITURES				
<u>Legislative</u>				
Directors' Fees	\$ 4,620	\$ 3,366	\$ 1,254	73%
FICA and Unemployment	363	264	99	73%
Workers Compensation Insurance	21	20	1	94%
Total Legislative	\$ 5,004	\$ 3,650	\$ 1,354	73%
<u>General and Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 73,326	\$ 76,665	\$ (3,339)	105%
Unemployment Insurance	330	44	286	13%
Workers' Compensation Insurance	594	216	378	36%
Health and Dental Insurance	8,052	5,509	2,543	68%
Employer's FICA	4,546	4,202	344	92%
Employer's Medicare	1,063	1,103	(40)	104%
Retirement	944	1,052	(108)	111%
Life and Disability Insurance	822	664	158	81%
Total Salaries and Benefits	\$ 89,677	\$ 89,456	\$ 221	100%
<u>Professional Services</u>				
Professional Services-Engineering	\$ 33,000	\$ 60,721	\$ (27,721)	184%
Professional Services-Management	-	-	-	0%
Professional Services-Public Relations	22,440	19,463	2,977	87%
Professional Services-Cost Service Study	16,500	1,293	15,207	8%
Legal Fees/Monson, Cummins & Shohet	13,200	7,606	5,594	58%
Legal Fees	23,100	37,490	(14,390)	162%
Total Professional Services	\$ 108,240	\$ 126,572	\$ (18,332)	117%
<u>General Administration</u>				
Accounting Services	\$ 27,060	\$ 31,528	\$ (4,468)	117%
Audit Fees	6,600	6,468	132	98%

**TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND**

PUBLIC WORKS/STREETS

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
Conference, Class and Education	660	231	429	35%
Dues, Publications and Subscriptions	5,280	4,717	563	89%
IT Support	6,600	4,457	2,143	68%
Office Equipment and Supplies	16,500	9,444	7,056	57%
Publication - Legal Notice	66	258	(192)	391%
Repairs and Maintenance	66	1,245	(1,179)	1886%
Telephone Service	11,880	10,312	1,568	87%
Travel and Meeting Expense	6,270	1,837	4,433	29%
Office Overhead (COA, utilities, rent, etc.)	27,461	13,105	14,356	48%
General Insurance	19,353	19,087	266	99%
Tax Collection Expense - Operations	1,003	1,004	(1)	100%
Vehicle Expense	19,800	35,349	(15,549)	179%
Stormwater Detention Pond Assessment	9,900	8,082	1,818	82%
Contingency/Emergency Reserves/Miscellaneous	66,000	6,300	59,700	10%
Total General Administration	\$ 224,499	\$ 153,423	\$ 71,076	68%
Total General Administrative, Legislative and Professional Services	\$ 427,421	\$ 373,101	\$ 54,319	87%

Operations

Salaries and Benefits- Streets and Parks

Salaries/Wages	\$ 314,309	\$ 313,619	\$ 690	100%
Salaries/Wages - Seasonal	19,800	40,498	(20,698)	205%
Overtime/On-call	13,200	19,178	(5,978)	145%
Unemployment Insurance	660	998	(338)	151%
Workers' Compensation Insurance	10,890	6,869	4,021	63%
Health and Dental Insurance	56,100	50,959	5,141	91%
Employer's FICA	21,533	22,617	(1,084)	105%
Employer's Medicare	5,036	5,297	(261)	105%
Retirement	16,375	12,614	3,761	77%
Life and Disability Insurance	3,729	3,322	407	89%
Total Salaries and Benefits - Streets and Parks	\$ 461,632	\$ 475,972	\$ (14,340)	103%

Streets Operations and Maintenance

Operations and Maintenance	\$ 40,000	\$ 72,229	\$ (32,229)	181%
Vehicle Maintenance	10,000	17,001	(7,001)	170%
Customer Sidewalk Repair	20,000	-	20,000	0%
District Sidewalk Repair/ADA Ramps	25,000	-	25,000	0%
Contract Snow Removal/Equipment Rental	5,000	-	5,000	0%
Streets- Engineering	-	2,435	(2,435)	0%
Snow Removal Per Diem/Emergency	5,000	2,774	2,226	55%
Engineering - TOM	20,000	-	20,000	0%
Contract Street Sweeping	15,000	7,255	7,745	48%
Sand and Salt for Roads	40,000	31,665	8,335	79%
Supplies	1,000	139	861	14%
Total Streets	\$ 181,000	\$ 133,498	\$ 47,502	74%

**TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND**

PUBLIC WORKS/STREETS

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
Total Streets O & M	\$ 642,632	\$ 609,470	\$ 33,162	95%
<u>Lighting</u>				
MVE Operation and Maintenance	\$ 36,300	\$ 22,483	\$ 13,817	62%
Repair and Maintenance	1,980	-	1,980	0%
Total Lighting	<u>\$ 38,280</u>	<u>\$ 22,483</u>	<u>\$ 15,797</u>	<u>59%</u>
<u>Signage</u>				
Repairs and Maintenance	\$ 1,320	\$ 1,859	\$ (539)	141%
Total Signage	<u>\$ 1,320</u>	<u>\$ 1,859</u>	<u>\$ (539)</u>	<u>141%</u>
<u>Traffic Control</u>				
Operation and Maintenance	\$ 1,500	\$ 23,032	\$ (21,532)	1535%
Repairs and Maintenance - Striping	10,000	-	10,000	0%
Total Traffic Control	<u>\$ 11,500</u>	<u>\$ 23,032</u>	<u>\$ (11,532)</u>	<u>200%</u>
<u>Drainage/Erosion Control</u>				
Repairs and Maintenance (includes Concrete work)	\$ 50,000	\$ 94,547	\$ (44,547)	189%
Total Drainage/Erosion Control	<u>\$ 50,000</u>	<u>\$ 94,547</u>	<u>\$ (44,547)</u>	<u>189%</u>
Total Expenditures - Public Works/Streets	\$ 1,171,153	\$ 1,124,492	\$ 46,660	96%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 1,460,095	\$ 2,580,819	\$ 1,120,723	

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PARKS AND OPEN SPACE
For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE - Parks and Open Space				
Sales Tax/IGA/Town - Estimated	\$ 782,000	\$ 823,337	\$ 41,337	105%
Property Tax - Operations	34,452	34,445	(7)	100%
Property Tax/IGA/Town	105,400	104,916	(484)	100%
Specific Ownership Tax	102,340	109,239	6,899	107%
Park, Rec and Landscape Fees	505,950	868,683	362,733	172%
Auto Tax/IGA/Town - Estimated	51,000	86,357	35,357	169%
Interest	1,700	1,383	(317)	81%
Use Tax - Construction Material	81,600	198,940	117,340	244%
Use Tax- Town	2,040	2,406	366	118%
Conservation Trust Fund	22,500	28,141	5,641	125%
Miscellaneous - (includes Safety Grant)	5,100	8,711	3,611	171%
Lot & Inspection Fees	-	4,811	4,811	0%
Total Revenue	\$ 1,694,082	\$ 2,271,369	\$ 577,287	134%
EXPENDITURES				
<u>Legislative</u>				
Directors' Fees	\$ 2,380	\$ 1,734	\$ 646	73%
FICA and Unemployment	187	136	51	73%
Workers Compensation Insurance	11	10	1	94%
Total Legislative	\$ 2,578	\$ 1,880	\$ 698	73%
<u>General and Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 37,774	\$ 39,494	\$ (1,720)	105%
Unemployment Insurance	170	23	147	13%
Workers' Compensation Insurance	306	112	194	36%
Health and Dental Insurance	4,148	2,838	1,310	68%
Employer's FICA	2,342	2,165	177	92%
Employer's Medicare	548	569	(21)	104%
Retirement	486	542	(56)	111%
Life and Disability Insurance	423	342	81	81%
Total Salaries and Benefits	\$ 46,197	\$ 46,083	\$ 114	100%
<u>Professional Services</u>				
Professional Services-Engineering	\$ 17,000	\$ 31,280	\$ (14,280)	184%
Professional Services-Public Relations	11,560	10,026	1,534	87%
Professional Services-Cost Service Study	8,500	666	7,834	8%
Legal Fees/Monson, Cummins & Shohet	6,800	3,918	2,882	58%
Legal Fees	11,900	19,313	(7,413)	162%
Total Professional Services	\$ 55,760	\$ 65,204	\$ (9,444)	117%
<u>General Administration</u>				
Accounting Services	\$ 13,940	\$ 16,242	\$ (2,302)	117%
Audit Fees	3,400	3,332	68	98%
Conference, Class and Education	340	119	221	35%
Dues, Publications and Subscriptions	2,720	2,430	290	89%
IT Support	3,400	2,296	1,104	68%
Office Equipment and Supplies	8,500	4,865	3,635	57%
Publication - Legal Notice	34	133	(99)	391%
Repairs and Maintenance	34	641	(607)	1886%
Telephone Service	6,120	5,312	808	87%
Travel and Meeting Expense	3,230	947	2,283	29%
Office Overhead (COA, utilities, rent, etc.)	14,147	6,751	7,396	48%
General Insurance	9,970	9,833	137	99%
Tax Collection Expense - Operations	517	517	(0)	100%
Vehicle Expense	10,200	18,210	(8,010)	179%
Stormwater Detention Pond Assessment	5,100	4,163	937	82%

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PARKS AND OPEN SPACE
For the Twelve Months Ending December 31, 2021
Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
Contingency/Emergency Reserves/Miscellaneous	34,000	3,246	30,754	10%
Total General Administration	\$ 115,652	\$ 79,037	\$ 36,615	68%
Total Parks - Administrative, Professional Services, etc.	\$ 220,186	\$ 192,204	\$ 27,983	87%
<u>Operations</u>				
<u>Salaries and Benefits- Streets and Parks</u>				
Salaries/Wages	\$ 161,917	\$ 161,562	\$ 355	100%
Salaries/Wages - Seasonal	10,200	20,862	(10,662)	205%
Overtime/On-call	6,800	9,879	(3,079)	145%
Unemployment Insurance	340	514	(174)	151%
Workers' Compensation Insurance	5,610	3,539	2,071	63%
Health and Dental Insurance	28,900	26,252	2,648	91%
Employer's FICA	11,093	11,651	(558)	105%
Employer's Medicare	2,594	2,729	(135)	105%
Retirement	8,436	6,498	1,938	77%
Life and Disability Insurance	1,921	1,711	210	89%
Total Salaries and Benefits - Parks	\$ 237,810	\$ 245,198	\$ (7,387)	103%
<u>Parks and Open Space O & M</u>				
Repair of Facilities	\$ 3,000	\$ 5,736	\$ (2,736)	191%
Annual Flower and Shrub replacement Program	10,000	-	10,000	0%
Holiday Lights	10,000	-	10,000	0%
Lawn Fertilizer, Tree Fertilizer and Weed Control Program	40,000	44,160	(4,160)	110%
Park Irrigation Water Payments	180,000	215,211	(35,211)	120%
Repair and Maintenance	55,000	49,756	5,244	90%
Supplies/Trees Replacement	15,000	15,253	(253)	102%
Tools	3,000	264	2,737	9%
Clothing and Safety Equipment	8,000	12,078	(4,078)	151%
Back Flow Inspection	2,500	2,405	95	96%
Total Parks and Open Space O & M	\$ 326,500	\$ 344,863	\$ (18,363)	106%
Total Parks O & M	\$ 564,310	\$ 590,061	\$ (25,750)	105%
<u>Lighting</u>				
MVE Operation and Maintenance	\$ 18,700	\$ 11,582	\$ 7,118	62%
Repair and Maintenance	1,020	-	1,020	0%
Total Lighting	\$ 19,720	\$ 11,582	\$ 8,138	59%
<u>Signage</u>				
Repairs and Maintenance	\$ 680	\$ 958	\$ (278)	141%
Total Signage	\$ 680	\$ 958	\$ (278)	141%
Total Conservation Trust Fund Projects	\$ 22,500	\$ 28,141	\$ (5,641)	125%
Total Expenditures - Parks and Open Space	\$ 827,396	\$ 822,946	\$ 4,452	99%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ 866,686	\$ 1,448,422	\$ 581,736	

**TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
DEBT SERVICE**

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Property Tax	\$ 2,634,585	\$ 2,634,055	\$ (530)	100%
Interest - GO Bond	5,000	1,119	(3,881)	22%
Total Revenue	<u>\$ 2,639,585</u>	<u>\$ 2,635,174</u>	<u>\$ (4,411)</u>	<u>100%</u>
EXPENDITURES				
<u>Administrative</u>				
Tax Collection Expense	\$ 39,520	\$ 39,544	\$ (24)	100%
Total Administrative	<u>\$ 39,520</u>	<u>\$ 39,544</u>	<u>\$ (24)</u>	<u>100%</u>
<u>Debt Service</u>				
Bond Interest Payment	\$ 1,874,412	\$ 1,874,412	\$ -	100%
Bond Principal Payment	655,000	655,000	-	100%
Paying Agent Fees	2,500	2,500	-	100%
Total Debt Service	<u>\$ 2,531,912</u>	<u>\$ 2,531,912</u>	<u>\$ -</u>	<u>100%</u>
Total Expenditures	<u>\$ 2,571,432</u>	<u>\$ 2,571,456</u>	<u>\$ (24)</u>	<u>100%</u>
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	<u>\$ 68,153</u>	<u>\$ 63,718</u>	<u>\$ (4,435)</u>	

ENTERPRISE FUND
Cost Allocation
December 31, 2021

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Water Revenue	\$ 1,836,000	\$ 1,695,632	\$ (140,368)	92%
Base Rate/Capital Improvement Fee	769,881	772,894	3,013	100%
Water Meter Kits	73,500	78,000	4,500	106%
Administrative Fee	97,340	98,159	819	101%
Miscellaneous	30,000	44,177	14,177	147%
Bulk Water Revenue	7,000	164,372	157,372	2348%
Total Revenue	\$ 2,813,721	\$ 2,853,234	\$ 39,513	101%
EXPENDITURES				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 337,530	\$ 354,081	\$ (16,551)	105%
Overtime/On-call	15,000	13,508	1,492	90%
Unemployment Insurance	250	656	(406)	262%
Workers' Compensation Insurance	2,500	3,235	(735)	129%
Health and Dental Insurance	42,500	36,912	5,588	87%
Employer's FICA	21,857	21,842	15	100%
Employer's Medicare	5,112	5,229	(117)	102%
Retirement	15,564	12,617	2,947	81%
Life and Disability Insurance	4,000	3,396	604	85%
Total Salaries and Benefits	\$ 444,313	\$ 451,475	\$ (7,162)	102%
<u>Professional Services</u>				
Professional Services- Engineering	\$ 25,000	\$ 49,682	\$ (24,682)	199%
Professional Services-Public Relations	17,000	14,745	2,255	87%
Professional Services/Amcobi/National Meter	37,500	44,643	(7,143)	119%
Rate/Service Study	15,000	23,514	(8,514)	157%
Development Services/Monson, Cummins & Shohet	12,500	95,840	(83,340)	767%
Total Professional Services	\$ 107,000	\$ 228,424	\$ (121,424)	213%
<u>Administrative</u>				
Accounting Services	20,500	23,961	(3,461)	117%
Audit Fees	5,000	4,900	100	98%
Conference, Class and Education	3,000	310	2,690	10%
Dues, Publications and Subscriptions	2,500	380	2,121	15%
IT Support	12,500	5,579	6,921	45%
Office Equipment and Supplies	12,500	4,163	8,337	33%
Postage	500	218	282	44%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	250	202	48	81%
Telephone Service	5,000	5,380	(380)	108%
Travel and Meeting Expense	500	915	(415)	183%
Office Overhead (COA, utilities, rent, etc.)	1,000	9,720	(8,720)	972%
Clothing and Safety Equipment	1,606	-	1,606	0%
General Insurance	13,795	14,248	(453)	103%
Vehicle Expense	10,000	19,260	(9,260)	193%
Bank Charges	2,500	8,838	(6,338)	354%

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND
Water Operations

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
Miscellaneous	1,000	31	969	3%
Total General Administration	\$ 92,251	\$ 98,103	\$ (5,852)	106%
Total General Administrative	\$ 643,563	\$ 778,002	\$ (134,438)	121%
Water System				
Water Testing	\$ 15,000	\$ 38,783	\$ (23,783)	259%
Waste Disposal	32,000	19,815	12,185	62%
Gas Utilities	7,500	8,812	(1,312)	117%
Electric Utilities	400,000	327,344	72,656	82%
Repairs and Maintenance	150,000	258,500	(108,500)	172%
Storage Tank Maintenance	50,000	4,910	45,090	10%
Operating Supplies	30,000	20,231	9,769	67%
Bulk Chemical Supplies	25,000	50,466	(25,466)	202%
Lab Chemicals and Supplies	7,500	40,881	(33,381)	545%
Instrumentation	5,000	-	5,000	0%
Water Assessments	137,700	114,685	23,015	83%
Tools	3,000	-	3,000	0%
Equipment Meter Supplies/Meter Kits	150,000	241,422	(91,422)	161%
Total Water System	\$ 1,012,700	\$ 1,125,848	\$ (113,148)	111%
Total Expenditures	\$ 1,656,263	\$ 1,903,851	\$ (247,587)	115%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 1,157,458	\$ 949,383	\$ (208,075)	

**TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND**

Wastewater Operations

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Sewer Revenue	\$ 1,669,013	\$ 1,759,244	\$ 90,231	105%
Miscellaneous	30,000	44,177	14,177	147%
Total Revenue	\$ 1,699,013	\$ 1,803,421	\$ 104,408	106%
EXPENDITURES				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 337,530	\$ 354,081	\$ (16,551)	105%
Overtime/On-call	15,000	13,508	1,492	90%
Unemployment Insurance	250	656	(406)	262%
Workers' Compensation Insurance	2,500	3,235	(735)	129%
Health and Dental Insurance	42,500	36,912	5,588	87%
Employer's FICA	21,857	21,842	15	100%
Employer's Medicare	5,112	5,229	(117)	102%
Retirement	15,564	12,617	2,947	81%
Life and Disability Insurance	4,000	3,396	604	85%
Total Salaries and Benefits	\$ 444,313	\$ 451,475	\$ (7,162)	102%
<u>Professional Services</u>				
Professional Services- Engineering	\$ 25,000	\$ 49,682	\$ (24,682)	199%
Professional Services-Public Relations	17,000	14,745	2,255	87%
Professional Services/Amcobi/National Meter	37,500	44,643	(7,143)	119%
Rate/Service Study	15,000	23,514	(8,514)	157%
Development Services/Monson, Cummins & Shohet	12,500	95,840	(83,340)	767%
Total Professional Services	\$ 107,000	\$ 228,424	\$ (121,424)	213%
<u>Administrative</u>				
Accounting Services	\$ 20,500	\$ 23,961	\$ (3,461)	117%
Audit Fees	5,000	4,900	100	98%
Conference, Class and Education	3,000	310	2,690	10%
Dues, Publications and Subscriptions	2,500	380	2,121	15%
IT Support	12,500	5,579	6,921	45%
Office Equipment and Supplies	12,500	4,163	8,337	33%
Postage	500	218	282	44%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	250	202	48	81%
Telephone Service	5,000	5,380	(380)	108%
Travel and Meeting Expense	500	915	(415)	183%
Office Overhead (COA, utilities, rent, etc.)	1,000	9,720	(8,720)	972%
Clothing and Safety Equipment	1,606	-	1,606	0%
General Insurance	13,795	14,248	(453)	103%
Vehicle Expense	10,000	19,260	(9,260)	193%
Bank Charges	2,500	8,838	(6,338)	354%

**TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND**

Wastewater Operations

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
Miscellaneous	1,000	31	969	3%
Total General Administration	\$ 92,251	\$ 98,103	\$ (5,852)	106%
Total General Administrative	\$ 643,563	\$ 778,002	\$ (134,438)	121%
<u>Wastewater System</u>				
Wastewater TF/Donala/IGA	\$ 703,048	\$ 569,987	\$ 133,061	81%
Repairs and Maintenance	5,000	8,017	(3,017)	160%
Tools	3,000	-	3,000	0%
Video Collection System - Annual	85,000	102,942	(17,942)	121%
Operating Supplies	1,000	874	126	87%
Transit Loss	7,500	-	7,500	0%
Total Wastewater System	\$ 804,548	\$ 681,820	\$ 122,728	85%
Total Expenditures	\$ 1,448,111	\$ 1,459,822	\$ (11,710)	101%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 250,901	\$ 343,598	\$ 92,697	

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND
DEBT SERVICE

For the Twelve Months Ending December 31, 2021

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Renewable Water Fee	\$ 1,235,000	\$ 1,788,959	\$ 553,959	145%
Water Lease- Comanche	166,860	167,136	276	100%
Interest	35,000	5,946	(29,054)	17%
Total Revenue	\$ 1,436,860	\$ 1,962,041	\$ 525,181	137%
 Debt Service				
Paying Agent Fees	\$ 5,000	\$ 2,750	\$ 2,250	55%
2018 Bond Issue- Debt Service	665,100	665,100	-	100%
2020B Bonds- Debt Service	452,103	452,103	-	100%
2020A Bond Issue- Debt Service	888,244	888,244	-	100%
Total Debt Service	\$ 2,010,447	\$ 2,008,197	\$ 2,250	100%
 OTHER FINANCING SOURCES				
Transfer from other funds	\$ 600,000	\$ 600,000	\$ -	100%
Total Other Financing Sources	\$ 600,000	\$ 600,000	\$ -	100%
 EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ 26,413	\$ 553,844	\$ 527,431	

CAPITAL PROJECTS FUNDS

December 31, 2021

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - GENERAL
Budget Status Report - GAAP Basis
For the Twelve Months Ending December 31, 2021
Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Developer Reimbursement	\$ -	\$ 23,836	\$ 23,836	0%
Insurance Reimbursement	-	6,430	6,430	0%
Sale of Asset	-	5,000	5,000	0%
Higby Road Study	-	39,808	39,808	0%
Higby Road -Developer Contribution/Escrow	-	2,161,571	2,161,571	0%
Woodman Escrow	-	152,766	152,766	0%
Gain of Sale of Assets	-	3,000	3,000	0%
Total Revenue	\$ -	\$ 2,392,411	\$ 2,389,411	0%
EXPENDITURES				
<u>Vehicles and Equipment Utilities</u>				
4-Post Lift	\$ 20,000	\$ 19,330	\$ 670	97%
Mower 60" Riding Mower Toro Z Master	13,000	13,058	(58)	100%
John Deere Gator (Replaces Club Car)	16,000	16,334	(334)	102%
Ventrac 4500 Tractor	53,000	52,918	82	100%
Equipment Trailer	8,000	15,946	(7,946)	199%
Equipment - Insurance to reimburse	-	6,072	(6,072)	0%
Welder Welding Equipment	3,000	4,787	(1,787)	160%
Total Vehicles and Equipment	\$ 113,000	\$ 128,445	\$ (15,445)	114%
<u>Park and Street Improvements</u>				
Reconfigure Admin Area	\$ 30,000	\$ 3,835	\$ 26,165	13%
Steel Building for A-yard	500,000	905,436	(405,436)	181%
Higby Road Study	-	27,772	(27,772)	0%
Woodman- Old Denver Road	-	39,455	(39,455)	0%
Streetscape Improvements	60,000	58,255	1,745	97%
Street Improvements	440,000	355,842	84,158	81%
Total Park and Street Improvements	\$ 1,030,000	\$ 1,390,595	\$ (360,595)	135%
Total Expenditures - District Capital	\$ 1,143,000	\$ 1,519,040	\$ (376,040)	133%
EXCESS OF REVENUE OVER (UNDER)	\$ (1,143,000)	\$ 873,371	\$ 2,013,371	
EXPENDITURES				
OTHER FINANCING SOURCES (USES)				
Transfer from General Fund	\$ 1,143,000	\$ 1,260,428	\$ 117,428	110%
Higby Road - Developer Contribution - Escrow	\$ -	\$ (2,133,799)	\$ (2,133,799)	0%
Total Other Financing Sources (Uses)	\$ 1,143,000	\$ (873,371)	\$ (2,016,371)	NA
EXCESS OF REVENUE OVER (UNDER)	\$ -	\$ -	\$ -	
EXPENDITURES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	

**TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - ENTERPRISE**

**Budget Status Report - GAAP Basis
For the Twelve Months Ending December 31, 2021**

Unaudited

	2021 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 100%)
REVENUE				
Water Tap Fees	\$ 1,806,000	\$ 2,603,329	\$ 797,329	144%
Sewer Tap Fees	1,031,250	1,500,044	468,794	145%
Water/Sewer Impact Fee	300,000	192,150	(107,850)	64%
Renewable Water Fee	190,000	267,316	77,316	141%
Admin Fee	150,000	78,760	(71,240)	53%
Lease Revenue (FMIC)	43,000	60,298	17,298	140%
Effluent Paid-AGUA/ Woodmoor	60,000	52,279	(7,721)	87%
Review & Comment Fee	75,000	94,599	19,599	126%
Sale of 18" Pipeline Forest Lakes	122,500	122,500	-	100%
Miscellaneous Income/Grazing Lease	-	19,997	19,997	0%
Payment in Lieu of Water Rights	800,000	1,011,307	211,307	126%
Total Revenue	\$ 4,577,750	\$ 6,002,579	\$ 1,424,829	131%
EXPENDITURES				
<u>Vehicles and Equipment Utilities</u>				
Equipment/Vehicles	\$ 50,000	\$ 49,158	\$ 842	98%
Metal Build to Enclose B Plant Well Equipment Enclosure	15,000	-	15,000	0%
Plant A Effluent Pump(s)	50,000	46,423	3,577	93%
Total Vehicles and Equipment	\$ 115,000	\$ 95,581	\$ 19,419	83%
<u>Wells</u>				
Replacement of VFD for Well D-7	\$ 59,900	\$ 61,500	\$ (1,600)	103%
Replace VFD for Well D-1	51,250	-	51,250	0%
Drill and Outfit A-9 & D-9 Wells	-	13,745	(13,745)	0%
Rehab Wells A-1 and D-1	148,527	23,430	125,097	16%
Total Wells	\$ 259,677	\$ 98,675	\$ 161,002	38%
<u>Water Improvements</u>				
B-Plant Booster Station	\$ 20,000	\$ 7,164	\$ 12,836	36%
C-Plant Vertical Pumps	50,000	6,622	43,378	13%
Driveway for C-Plant/Improvements	38,000	66,234	(28,234)	174%
SCADA	75,000	23,718	51,282	32%
Regional Water/Wastewater Design and Permitting	150,000	696,056	(546,056)	464%
Bore 1-25 for Service to Conexus	300,000	94,504	205,496	32%
Tap Fee Credits	150,000	833,438	(683,438)	556%
AVIC Change Case - Brownstein	100,000	213,542	(113,542)	214%
Excelsior Change Case - Cummins	100,000	8,464	91,536	0%
Pueblo Reservoir - Excess Capacity Leasing and Permitting	150,000	272,924	(122,924)	182%
Central Reservoir - Powerline Relocation and Permitting	150,000	179,714	(29,714)	120%
South Reservoir - Purchase and Install Inlet Channel and Spillway	5,500,000	6,426,162	(926,162)	117%
Booster Pump- Professional Svc	-	4,895	(4,895)	0%
Sanctuary Park Site	-	92,875	(92,875)	0%
Quarter Circle Ranch/Sailor Property	-	13,401	(13,401)	0%
Bale Ditch	-	706,992	(706,992)	0%
Water Purchase & Diligence Investigations	-	182,126	(182,126)	0%
Total Water Improvements	\$ 6,783,000	\$ 9,828,831	\$ (3,045,831)	145%
Total Expenditures - Enterprise Capital	\$ 7,157,677	\$ 10,023,087	\$ (2,865,410)	140%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ (2,579,927)	\$ (4,020,508)	\$ (1,440,581)	156%
OTHER FINANCING SOURCES (USES)				
Transfer from Enterprise Fund	\$ 2,580,000	\$ 4,020,508	\$ 1,440,508	156%
Total Other Financing Sources (Uses)	\$ 2,580,000	\$ 4,020,508	\$ 1,440,508	156%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES AND OTHER FINANCING SOURCES	\$ 73	\$ -	\$ (73)	