

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

Thursday, February 17, 2022

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

AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Approval of Agenda
4. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - January 20, 2022 Work Session (enclosure)
 - January 24, 2022 Special Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Taps for January 2022 (enclosure)
 - d. 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. Action Items:
 - 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 365 Acre Feet of reusable Wastewater Effluent and authorization for the District Manager to sign. (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 and authorization for the District Manager to sign. (enclosure)
 - d. Review and Consider Resolution 2022-01, A Resolution Approving a Loan From The Colorado Water Conservation Board in the amount of \$4,778,310 at an interest rate not to exceed 2.05%; Authorizing The Form And Execution Of The Loan Contract, Promissory Note To Evidence Such Loan, And Security Agreement In Connection Therewith; Authorizing the Execution and Delivery Of Documents Related Thereto and Prescribing Other Details In Connection Therewith.
 - e. Review, consider, and authorize District Manager to sign quitclaim deed transferring real property from the Triview Metropolitan District to Pueblo Phase III, LLC, an affiliate of Fremont Sand and Gravel, such property being unintentionally granted to Triview as part of the Stonewall purchase and of no benefit to Triview in the ownership and operation of the SSRC project, and such property being of material import to Fremont in their own gravel operations."
7. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.
 - a. Checks of \$5,000.00 or more (enclosure)
 - b. January, 2022 Financials (enclosure)
 8. Update Board on Public Relation activities.
 - Website Design and Updates
 - Public Meeting Northern Delivery System
 9. Executive Session §24-6-402(4) (a), (b), (e), (f) Acquisitions, Legal Advice, Negotiations, and Personnel regarding the following general topics, if needed.
 - District Manager Management Contract.
 - Revisions to Personnel Policy and Procedure Manual regarding vacation carry over.
 - Negotiation regarding Northern Delivery System.
 10. Adjournment

RECORD OF PROCEEDINGS

MINUTES OF A WORK SESSION 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

January 20, 2022

A work session meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, January 20, 2022, 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 making a change that number 5 becomes number 6 and 6 becomes 5 on the agenda. Upon a second by Director Otis, vote was taken, and the motion carried unanimously.

RECORD OF PROCEEDINGS

MISCELLANEOUS REPORTS

- a. Billing Summary Rate Code Report
- b. District Tap Fees received in December 2021.
- c. Tax Transfer from Monument

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.
- 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.
- 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 Irrigation Company.

Mr. Cummins, Triview's Water Attorney, explained the three agreements on the agenda, were to insure Triview revenue for the excess water supply that Triview has acquired.

OPERATIONS REPORTS

District Manager Report

- Mr. McGrady spoke about discussions with CSU about the construction of the Northern Delivery System. CSU is currently writing contracts for use of the Triview system. They are committed to get something to Triview by the end of the month or early February. Mr. McGrady has been meeting with the modeling folks to discuss the location of the pump station and how much water will be going through the pump station, and on any offsite improvements.

RECORD OF PROCEEDINGS

- The South Reservoir work on the Inlet Grate is done. We are in the process of grading the Reservoir, which will give us more storage capacity.
- An update on the UMCi project, the permitting has been pushed up about 5 months.
- Mr. McGrady has been accepted to be on the FMIC Board of Directors.

Public Works and Parks and Open Space Updates

- Mr. Rayno stated the winter cutbacks are being completed, along with the turf and ornamental fertilization and herbicide program.
- Fleet maintenance is being done.
- Starting District fence repairs.
- Completed updated 2021 public works safety program.
- District street sign repairs and painting posts.

Utilities Department Update

- Total water production for December 2021 was 15.397 mg.
- Well D1 rescheduled for cleaning the 2nd week of January.
- Well D7 VFD scheduled for replacement.
- Currently utilizing Wells A7, D7, D9 and D4 for production.
- A and B Plant running normally.
- Staff is doing PRV vault maintenance, hydrant meter maintenance for the next several months.
- Locates received and completed numbered 250+.

Forest Lakes Activity

- Mr. Sexton stated he is working on transfer of all State required registrations and licenses for operations and Distribution/Collection systems in Forest Lakes Metropolitan District.
- Evaluation of plants and distribution/Collection system underway.
- Bacti clearance of new ground storage tank underway.

Update Board on Public Relation Activities

- Website is really helpful in explaining projects going on in the District.
- The public meeting on the Northern Delivery System was on January 19, 2022. Mr. McGrady said all the people in attendance were informed that the Route A plan, through the neighborhood, would not be approved. Another route being considered is along Roller Coaster Road.

RECORD OF PROCEEDINGS

Special Session Meeting to Approve Minutes, Agreements, Payables and December Financials will be approved on:

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

ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Otis. The motion was duly seconded by Director Fiorito. The motion carried unanimously. The meeting was adjourned at 6:18 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL 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

January 24, 2022

A meeting of the Board of Directors of the Triview Metropolitan District was held on Monday, January 24, 2022, beginning at 12:30 p.m. The meeting was conducted online using Zoom. This meeting was open to the public. The meeting was called to order at 12:30 p.m.

ATTENDANCE

In attendance were Directors:

President	Mark Melville Via Zoom
Director	Anthony Sexton, Via Zoom
Director	James Barnhart, Via Zoom
Director	James Otis, Via Zoom

Vice President Marco Fiorito was absent. This absence was approved by the Board of Directors.

Also in attendance were on roll call:

James McGrady, District Manager
Joyce Levad, District Administrator
George Rowley, District Legal Counsel
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 Otis to approve the agenda. Upon a second by Director Barnhart, vote was taken, and the motion carried unanimously.

RECORD OF PROCEEDINGS

Consent Agenda –

- a. Prior Meeting Minutes December 14, 2021 Regular Board Meeting
- b. Billing Summary Rate Code Report
- c. District Tap Fees received in December 2021
- d. Tax Transfer from Monument

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

ACTION ITEMS

- 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 and authorization for the District Manager to sign.

A motion was made by Director Otis to approve the Lease with AGRA for the lease of 350 Acre Feet of reusable Wastewater Effluent and authorization for the District Manager to sign. This will be done pending minor adjustments to agreement by Counsel. The motion was duly seconded by Director Barnhart. The motion was carried unanimously.

- 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 and authorization for the District Manager to sign.

A motion was made by Director Otis to approve the Lease agreement between Triview and AGRA, for the lease of the yield from 773 shares of FMIC, and use of Triview's storage in the Stonewall Springs South Reservoir, subject to Counsels' minor adjustments, and authorization for the District Manager to sign. The motion was duly seconded by Director Barnhart. The motion was carried unanimously.

- 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 and authorization for the District Manager to sign.

RECORD OF PROCEEDINGS

A motion was made by Director Otis to approve the Lease agreement between Triview Metropolitan District and AGRA for lease of yield from 1,341 share of Excelsior Irrigating Company and authorization for the District Manager to sign. This is subject to Counsels' minor adjustments. The motion was duly seconded by Director Barnhart. The motion was 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 Barnhart. The motion was duly seconded by Director Otis. The motion carried unanimously.

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

EXECUTIVE SESSION

None.

ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Otis. The motion was duly seconded by Director Barnhart. The motion carried unanimously. The meeting was adjourned at 1:00 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 1/1 to 1/31/2022
Summary Financial Information - Board Packet

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$96,067.48	2050
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$36,420.87	2031
Rate Code 01 Triview Metro - Res Water Base Rate	\$57,933.00	2041
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$43,512.66	2019
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$9,273.30	499
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$116.67	4
Rate Code 01 Triview Metro - Res Water Use Rate Tier4		
Rate Code 01 Triview Metro - Res Water Use Rate Tier5		
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$2,383.50	25
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$1,425.00	25
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$5,529.72	29
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$3,420.00	30
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$4,194.96	11
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$2,508.00	11
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$2,288.16	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$1,368.00	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$14,179.28	65
Usage Fee Triview Metro - Com Water Use Rate	\$19,737.32	65
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$1,311.00	23
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$1,710.00	15
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$3,648.00	16
Usage Fee Triview Metro - Com Irr Water Use	\$570.78	7
Triview Metro - Quik Way Sewer	\$73.40	1
Triview Metro - Metering & Billing Fee	\$9,616.50	2137
Title Prep Fee Triview Metro - Title Request Fee	\$950.00	19
Triview Metro - 5% Late Fee	\$1,387.27	186
Special Impact Triview Metro - Special Impact Fee	\$2,510.00	252
Triview Metro - Disconnect Fee		
Triview Metro - NSF Fee		
Total Accounts	\$322,134.87	11567

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2018
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	2142

Aging Report	Amount
Amount Past Due 1-30 Days	\$ (6,989.79)
Amount Past Due 31-60 Days	\$ 47,528.66
Amount Past Due 61-90 Days	\$ (2,218.45)
Amount Past Due 91-120 Days	\$ (557.21)
Amount Past Due 120+ Days	\$ (7,932.88)
Total AR	\$29,830.33

Receipts	Amount	Items
Payment - ACH		
Payment - ACH Key Bank	\$178,954.27	1233
Payment - Check Key Bank	\$120,453.98	656
Payment - On Site	\$21,107.16	144
Refund CREDIT	(\$5,917.18)	82
REVERSE Payment	(\$253.00)	2
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
Total Receipts	\$314,345.23	2117
Checks versus Online Payments	39.35% Checks	60.65% ACH's

Water	Gallons	Accounts
Gallons sold 12-1 to 12-31-2021 =	12,604,355	2138
Gallons sold 1-1 to 1-31-2022 =	10,016,734	2144

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	0.00%
40,001 - 50,000	0	0	0.00%
30,001 - 40,000	0	0	0.00%
20,001 - 30,000	4	87,528	0.69%
10,001 - 20,000	73	880,381	6.98%
8,001 - 10,000	102	902,319	7.16%
6,001 - 8,000	319	2,189,110	17.37%
4,001 - 6,000	591	2,909,603	23.08%
2,001 - 4,000	686	2,116,732	16.79%
1 - 2,000	223	269,390	2.14%
Zero Usage	19	0	0.00%
Total Meters	2017	9,355,063	74.22%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	23	2,612,987	20.73%
40,001 - 50,000	4	178,820	1.42%
30,001 - 40,000	5	176,369	1.40%
20,001 - 30,000	2	45,900	0.36%
10,001 - 20,000	5	76,845	0.61%
8,001 - 10,000	1	9,136	0.07%
6,001 - 8,000	1	7,950	0.06%
4,001 - 6,000	2	11,015	0.09%
2,001 - 4,000	10	27,758	0.22%
1 - 2,000	13	11,723	0.09%
Zero Usage	6	0	0.00%
Total Meters	72	3,158,503	25.06%

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	1	30,105	0.24%
20,001 - 30,000	1	21,770	0.17%
10,001 - 20,000	2	29,590	0.23%
8,001 - 10,000	1	9,134	0.07%
6,001 - 8,000	0	0	0.00%
4,001 - 6,000	0	0	0.00%
2,001 - 4,000	0	0	0.00%
1 - 2,000	1	190	0.00%
Zero Usage	43	0	0.00%

SANCTUARY POINTE				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16215	Sunset Splendor Lane	Classic Homes	01/21/22	\$46,372.10
16492	Morning Rise Lane	Saddletree Homes	01/21/22	\$41,960.81
16252	Sunset Splendor Lane	Vantage Homes	01/27/22	\$46,592.58
16256	Forest Cloud Way	Classic Homes	01/27/22	\$47,166.64
			TOTAL:	\$182,092.13

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

The Town of Monument tax letter will be sent as soon as it is received.

Monthly Report for January 21, 2021 – February 17, 2022
Triview Metropolitan District

By James C. McGrady
District Manager

(Proprietary and Confidential)

Utility Enterprise Renewable Water Activities

- Work on the regional water reuse study continues. The final report is being reviewed by Scott Lorenz with Colorado Springs Utilities. This report identified two methodologies to capture return flows, however, the use of the FMIC Ditch seems to be the most likely solution with storage in Big Johnson Reservoir, and possible treatment at that location. A three-mile-long pipeline would then be constructed to tie in the Bradley Pump station. Forsgren has calculated the cost of this infrastructure and it is very expensive. By far our solution that utilizes Stonewall Springs Reservoir and Pueblo Reservoir is much more cost effective, not to mention more efficient.
- A public Open House was held, on January 29, 2022, at the Woodmoor Barn Community Center. I was able to present to about 35 members of the Northern El Paso County Coalition of Community Associations (NEPCO), regarding the Northern Delivery System. This meeting went very well with lots of detailed questions. I later heard from their Vice President that NEPCO is in full support of our project.
- Preliminary work has been done on the District's proposed pump station at Highway 83 Tank. The design team met with Jerry Edwards of Colorado Springs Utilities and members of their engineering and operations staff to discuss the pump station design. CSU staff has been wonderful to work with and we are refining pump station location, size, and access to the Highway 83 Tank site.
- Kiewit Infrastructure is developing a rough order of magnitude price for Alternative A, Alternative B, and Alternative C. We met to discuss their estimate on Wednesday January 19, 2022. Several things came to light. Ductile Iron pipe is substantially less than PVC pipe. The original route through the neighborhood to the south of Fox Run Park is slightly more expensive than Roller Coaster Road. We did evaluate Alternative C which is a combination of the routing proposed through Fox Run Park and Roller Coaster Road. That was the least expensive route. The cost of the various alternatives are as follows:
 - Alternative A was \$12,757,054.
 - Alternative B was \$12,668,406.
 - Alternative C is \$11,178,853.

Next steps will be to add in the costs for the tank, pump station, and Segment B which runs from Baptist Road to Triview's B plant. We are also evaluating the pipe size. We now believe that without Woodmoor this pipe can be downsized to 16". A 16" pipeline can deliver 4.0 mgd at 3,000 gallons per minute on a max day. The velocity in this pipe would be less than 5.0 feet per second. Reducing to a 16" pipeline would be a substantial savings to the District.

- Triview Metropolitan District submitted a formal request for \$21,000,000 in funding for the NDS from El Paso County on behalf of both Forest Lakes and Triview. We are waiting for further direction from El Paso County as to how to apply for these funds as it appears there will be additional information required.

- **Pueblo Reservoir Excess Capacity Pueblo County 1041 Permit update:**

The District has submitted their 1041 Permit application to Pueblo County Planning on February 10, 2022. The Director of Planning acknowledged receipt of the document.

- **South Reservoir Update:**

Current activities include the following: Black Hills Energy will be installing an underground power supply to serve the new pump station. The design is complete. I hand delivered the check to Black Hills Energy on February 9, 2022. Grading activities on the reservoir floor are nearing completion. The grading is projected to be completed on February 25th. A new capacity table will be generated so that we can determine the exact size of the reservoir and how much capacity was added.

South Reservoir February 9, 2022



➤ **Arkansas Valley Irrigation Company Activities:**

Work continues on Ground Water modeling, and the engineering report in support of the District's application in water court. The Master Planning effort for the property is going extremely well as are the annexation discussions. Meeting with the Town and their Water attorney are about to begin. Topics to be discussed include joint operations of water resources between the Town of Buena Vista and Triview, Revegetation of the property.

➤ **Northern Monument Creek Interceptor Activities and Updates:**

There have not been any decisions by the members of Monument Sanitation as to whether they plan to participate in the NMCI. CSU intends to complete their NEPA permitting process by the end of May so it will be imperative to decide who the project participants will be. It is possible that Monument Sanitation's lack of participation changes the economics of the project to a point where CSU decides not to build the project. This is a very serious matter that we need to discuss as it could seriously impact Triview's customers, especially if the Upper Monument Plant has to be enlarged down the road.

General Administration

Customer Contacts and Communications

- Answered normal customer calls and e-mails.

- The district began providing Operational Services to Forest Lakes on January 1, 2022.
- Completed negotiations with AGRA to lease from the District the following: 350 Acre Feet of Wastewater Effluent, 773 Shares of FMIC which produce 541 acre feet of water and 1,341 shares of Excelsior which, on average, produce 0.424 acre feet per share or 568 Acre feet of water. Additionally, 40 shares of FMIC were leased to World of Golf. The revenue generated from these leases is approximately \$243,578.

Regional Meetings and Board Meetings Attended

- Pikes Peak Regional Water Authority.
- FMIC Annual Board Meeting. I was elected to the FMIC Board and will be attending all of their regular meetings.
- Continue to serve on the Excelsior Irrigating Company Board.



Triview Metropolitan Public Works February 2022 Report

List of February Projects:

- Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations
- Shrub and perennial pruning
- Make new mapping for the Turf herbicide and fertilization program
- Snow (attached information)
- Fleet maintenance (Post snow work on multiple trucks) and continued work on servicing all 2-cycle, summer mow equipment.
- Organize Northern promontory Point fire mitigation project.
- Weather permitting winter water trees and plant material.
- Installation new solar LED Blinking stop signs on Leather Chaps & Kitchener N/S bound lanes and Kitchener and Bridle Ridge Dr.
- Increasing Pedestrian crossing singe on Glen Eagle.

Focus for March:

- Spring Pre-Emergent application on all off-lawn landscape beds. All off- lawn weed control is now going to be preformed in house
- Top dress Mulching Ornamental Beds
- Aeration / overseeding for both formal and native turf (approximately 34 acres)
- Winter Water (if needed/weather permitting)
- Install playground mulch where needed
- Have all streets swept by end of March
- Blow debris off sidewalks for snow removal
- Schedule turf fertilizer applications

SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created February 4, 2022

Start Date: January 01, 2022

End Date: January 31, 2022

Region: Colorado Springs and Pueblo

January 2022 Summary:

Over southeast Colorado, January of 2022 was slightly above normal in temperature and slightly below normal in snowfall. The average monthly high temperature at the Colorado Springs airport was 48.6°F with an average monthly low temperature of 19.5°F. With the high and low combined resulted in a monthly mean temperature of 34.0°F, 2.3°F above the average of 31.7°F. Precipitation at the Colorado Springs airport was only 0.22" of moisture and 4.3" of snowfall. The 0.22" of moisture was 0.07" below the average of 0.29" for the month. The City of Pueblo featured more of the same with a monthly mean temperature of 32.0°F, 0.1°F warmer than the average of 31.9°F. Total moisture for the month of November in Pueblo was 0.50" with 4.6" of snowfall. The 0.50" of moisture was 0.21" above the normal of 0.29" but the snowfall of 4.6" was 0.3" below the normal of 4.9". **Most areas from Colorado Springs to Pueblo reported slightly below normal snowfall for the month with the exception of far northern El Paso County where totals were near normal to slightly above normal from Palmer Lake into Black Forest with 10-18" or more of snow reported.** Omitting the 12/31 into 1/1 storm the other periods of snow during January occurred on 1/5-1/6, 1/8-1/9, 1/14, 1/19-1/20, 1/20-1/21, 1/25 and 1/27. **The 1/19-1/20 event which produced some minor snow also produced widespread icing due to a freezing mist/drizzle event as well as some light snow.**

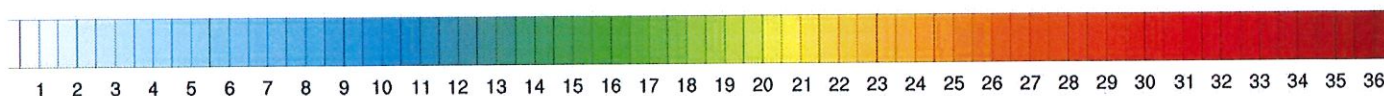
Note – This monthly report does not contain the spill-over snow from the 12/31 into 1/1 storm as those totals were added to the December monthly report resulting in Colorado Springs reporting 1.9" for the month as 2.4" was added to the previous monthly report. In Pueblo only 1.6" is reported in this report as 3.0" on the 1st was added to the December report.

your window to the weather
SKYVIEW WEATHER®

Start Date: January 01, 2022

End Date: January 31, 2022

Region: Colorado Springs and Pueblo



SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created February 4, 2022

Start Date: January 01, 2022

End Date: January 31, 2022

Region: Colorado Springs and Pueblo

Snowfall by Location

Location	Zip Code	Snowfall	Location	Zip Code	Snowfall	Location	Zip Code	Snowfall
Black Forest WSW	80908	6.6	Colo Springs 7.2 SSW or 3.0S	80906	3.8	Pueblo NWS	81001	4.1
Canon City	81212	2.8	Colo Springs 6 NW	80919	2.2	Pueblo 2E	81001	3.5
Canon City N	81212	3.0	Colo Springs 3.1 NW	80904	2.6	Pueblo WSW	81007	2.7
Canon City NW	81212	3.0	Colo Springs 3 NE	80909	2.8	Pueblo W	81007	3.1
Canon City SE	81212	3.0	Falcon 2.3 NNE	80831	3.0	Pueblo SW	81005	3.7
Cimarron Hills	80915	3.2	Fountain E	80817	3.5	Pueblo N	81001	3.0
Colorado Springs Airport	80916	2.8	Gleneagle	80921	3.3	Widefield/Security	80911	4.0
Colo Sprgs 7 NW	80919	2.5	Manitou Springs East	80829	4.0	Woodland Park	80863	5.4
Colo Sprgs NNW/Falcon Estates	80919	2.3	Monument Hill - 2.9 N	80132	8.0	Pueblo NWS	81001	4.1
Colo Sprgs 7 NNE	80920	2.2	Palmer Lake	80133	8.8			
Colo Springs S FD HQ	80910	3.5	Penrose NW	81240	3.0			

Disclaimer Statement

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SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created February 6, 2022

Start Date: February 1, 2022

End Date: February 2, 2022

Region: Colorado Springs and Pueblo

Meteorological Discussion:

A potent winter storm would begin to impact SE Colorado starting on Tuesday evening, February 1, 2022, and continue through the day on Wednesday the 2nd making for a greater than 24-hour snowfall event. The first in a duo of cold fronts had already moved through SE CO before daybreak on Tuesday with temperatures only in the 30s and to around 40 highs from Colorado Springs to Pueblo.

Light snow showers/flurries would begin developing during the afternoon over the foothills and became widespread over El Paso County, filling in from N to S between 5-7pm. Snow developed in the Pueblo and Canon City zone between 6-8pm. Snow would fall moderate to heavy at times through the evening with heavier snow concentrating W of I-25 over Colorado Springs. An arctic cold front passed through during the late evening and lowered temperatures into the teens overnight with snow easily accumulating all surfaces. Snowfall rates of up to 1-2"/hr were observed at times overnight into early morning on Wednesday, especially near the foothills W of I-25. By 3-4am Wednesday the heaviest snow from this event had ended but light snow moderate snow at times would continue to fall for many more hours before finally drying out in the evening ahead of midnight most areas. Snow was "dry" and "powdery" with low water content as temperatures were in the teens when most of the snow accumulated. Some minor melting on roadways when snow was filling in resulted in areas of ice developing as the roads eventually became snow packed. Winds were generally between 5-15mph from the E/SE which produced minor drifting in some areas, but overall drifting snow was not widespread, and snow accumulated uniformly for the most part.

As clouds decreased into Thursday morning temperatures fell into the single digits and below zero with the Air Force Academy reporting a low of -9°F. Highs Thursday only recovered into the teens at best with minimal melting. This storm was a high impact storm producing snow totals of 6-12" over El Paso County with isolated higher/lower amounts. There was a report of 14" near Cheyenne Mountain Zoo at the base of Cheyenne mountain which is not included in the snowfall table. Further south into the Pueblo/Penrose and Canon City areas 4-7" was reported with isolated higher and lower amounts. Snow totals in the table may be lower than peak due to compaction of snow and timing of spotter reports. Some estimates had to be used due to missing or partial data.

SNOW REPORT

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Start Date: February 1, 2022

End Date: February 2, 2022

Region: Colorado Springs and Pueblo

The NWS in Pueblo issued Winter Storm Watch for El Paso, Pueblo and Fremont Counties effective Tuesday afternoon, February 1, 2022, until 11:59pm Wednesday, February 2, 2022. The NWS upgraded El Paso and Fremont County to a Winter Storm Warning at 6am Tuesday, February 1, 2022. The NWS upgraded Pueblo County at 9:45pm to a Winter Storm Warning effective until 11:59pm, Wednesday, February 2, 2022. The NWS issued a Wind Chill Advisory for northern El Paso County in effect from 9pm Wednesday February 2, 2022, until 11am Thursday February 3, 2022.

The official high temperature at the Colorado Springs airport on Tuesday, February 1, 2022, was 37°F set at 2:14pm with a low of 18°F set at 11:59pm. Colorado Springs Municipal Airport reported 0.13" of moisture and 4.9" of snow. The official high temperature at the Colorado Springs airport on Wednesday, February 2, 2022, was 18°F set at 12:15am with a low of 0°F set at 10:00pm. Colorado Springs reported 0.18" of moisture and 1.8" of snow making for a 6.7" storm total. The low into Thursday morning the 3rd was -2°F set at 7:46am with a high of only 12°F set at 3:47pm.

The official high temperature in Pueblo on Tuesday, February 1, 2022, was 41°F set at 3:03pm with a low of 18°F set at 6:57am. Pueblo reported 0.01" of moisture and 0.3" of snow. The official high temperature in Pueblo on Wednesday, February 2, 2022, was 23°F set at 12:19am with a low of 2°F set at 11:33pm. Pueblo reported 0.21" of moisture and 3.4" of snow which makes for a 3.7" storm total. The low into Thursday morning the 3rd was 2°F but the official low for the date was -8°F set in the evening at 8:43pm. The high on Thursday was 16°F set at 3:59pm.

SNOW REPORT

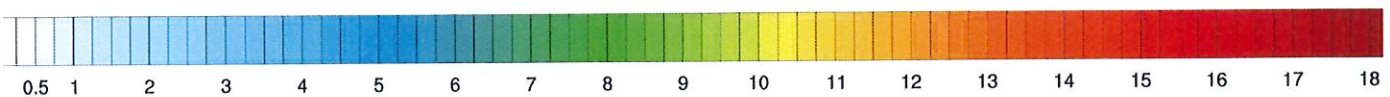
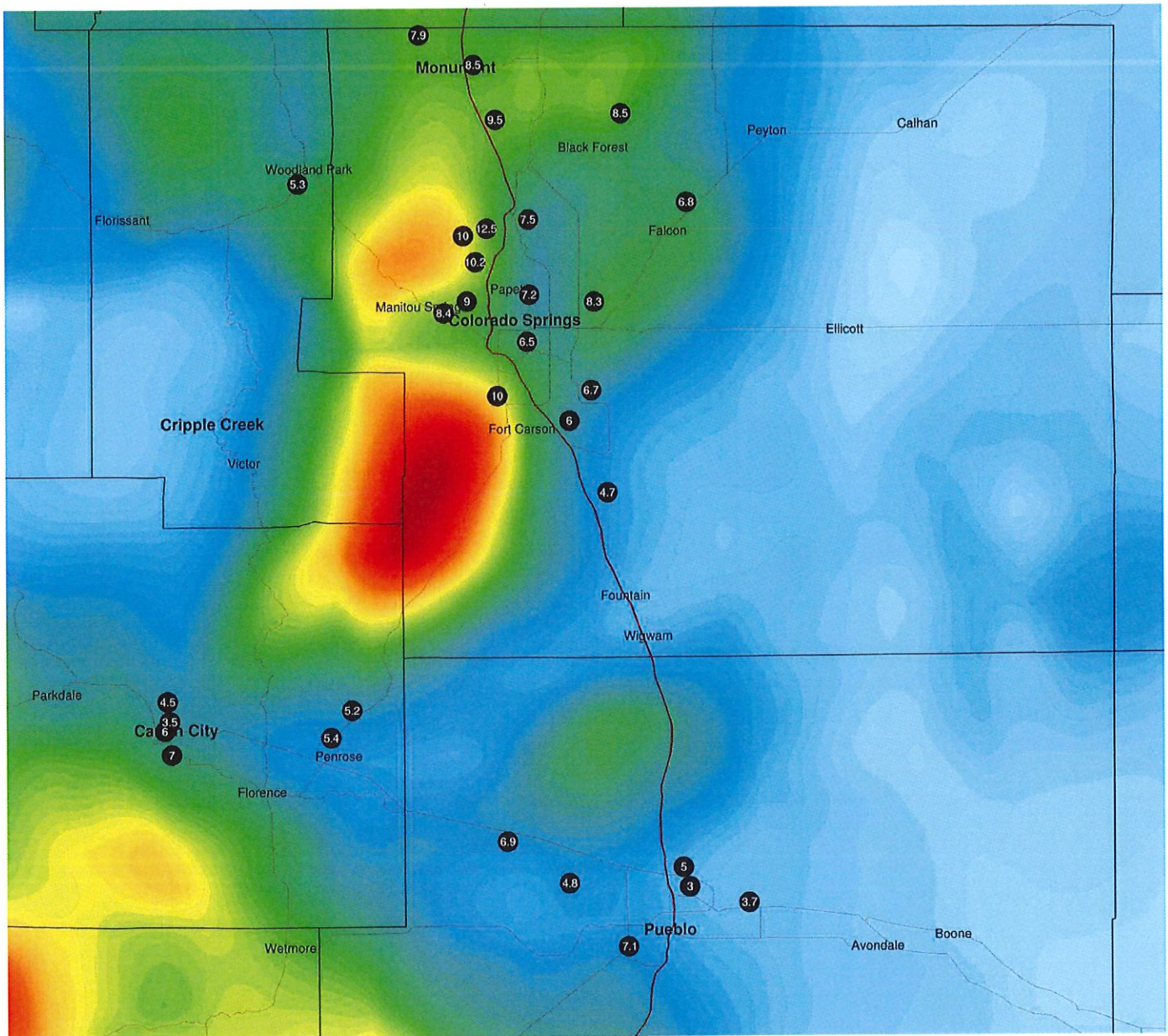
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SNOW REPORT

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Report Created February 6, 2022

Start Date: February 1, 2022

End Date: February 2, 2022

Region: Colorado Springs and Pueblo

Snowfall by Location

Location	Zip Code	Snowfall	Location	Zip Code	Snowfall	Location	Zip Code	Snowfall
Black Forest WSW	80908	8.5	Colo Springs 7.2 SSW or 3.0S	80906	10.0	Penrose ESE	81240	5.4
Canon City	81212	7.0	Colo Springs 6 NW	80919	10.2	Pueblo NWS	81001	3.7
Canon City N	81212	4.5	Colo Springs 3.1 NW	80904	9.0	Pueblo 2E	81001	3.0
Canon City NW	81212	3.5	Colo Springs 3 NE	80909	7.2	Pueblo WSW	81007	4.8
Canon City SE	81212	6.0	Falcon 2.3 NNE	80831	6.8	Pueblo W	81007	6.9
Cimarron Hills	80915	8.3	Fountain E	80817	4.7	Pueblo SW	81005	7.1
Colorado Springs Airport	80916	6.7	Gleneagle	80921	9.5	Pueblo N	81001	5.0
Colo Sprgs 7 NW	80919	10.0	Manitou Springs East	80829	8.4	Widefield/Security	80911	6.0
Colo Sprgs NNW/Falcon Estates	80919	12.5	Monument Hill - 2.9 N	80132	8.5	Woodland Park	80863	5.3
Colo Sprgs 7 NNE	80920	7.5	Palmer Lake		7.9			
Colo Springs S FD HQ	80910	6.5	Penrose NW	81240	5.2			

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SNOW REPORT

your window to the weather
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Report Created February 10, 2022

Start Date: February 6, 2022

End Date: February 6, 2022

Region: Colorado Springs and Pueblo

Meteorological Discussion:

A weak disturbance would move through southeastern Colorado through the overnight Saturday, February 5, 2022, through the morning hours of Sunday February 6, 2022. As this disturbance moved through, snow showers were able to develop over El Paso and Fremont Counties and portions of Pueblo County. The more meaningful snow mainly fell along the higher terrain of the Palmer Divide and around Pikes Peak. Flurries to light snow started to develop around midnight Saturday with snowfall lasting through daybreak before tapering off by 7-8am, with a few scattered flurries through about noon Sunday. The best snow fell along northern El Paso County where 1-2" or more was measured, with an isolated report of 2.5" in the Black Forest area. North Colorado Springs and into the Air Force Academy reported between TR-0.5" with very little snow central and south Colorado Springs. The City of Pueblo missed most snow with only a scattered trace of accumulations. Cañon City fared a little better with 0.2-0.3" of accumulating snow. Skies gradually cleared through the morning bringing mostly sunny skies and good melt for any snow that fell through the overnight. Snow totals in the table may be lower than peak due to compaction of snow and timing of spotter reports. Some estimates had to be used due to missing or partial data.

No NWS winter weather products were issued for this event.

The official high temperature at the Colorado Springs airport on Saturday, February 5, 2022, was 51°F with a low of 12°F. Colorado Springs Municipal Airport reported 0.00" of moisture and 0.0" of snow. The official high temperature at the Colorado Springs airport on Sunday, February 6, 2022, was 39°F with a low of 18°F. Colorado Springs airport reported a trace of moisture and 0.0" of snow.

The official high temperature in Pueblo on Saturday, February 5, 2022, was 58°F with a low of 3°F. Pueblo reported 0.00" of moisture and 0.0" of snow. The official high temperature in Pueblo on Sunday, February 6, 2022, was 45°F with a low of 23°F. Pueblo reported a trace of moisture and 0.0" of snow.

SNOW REPORT

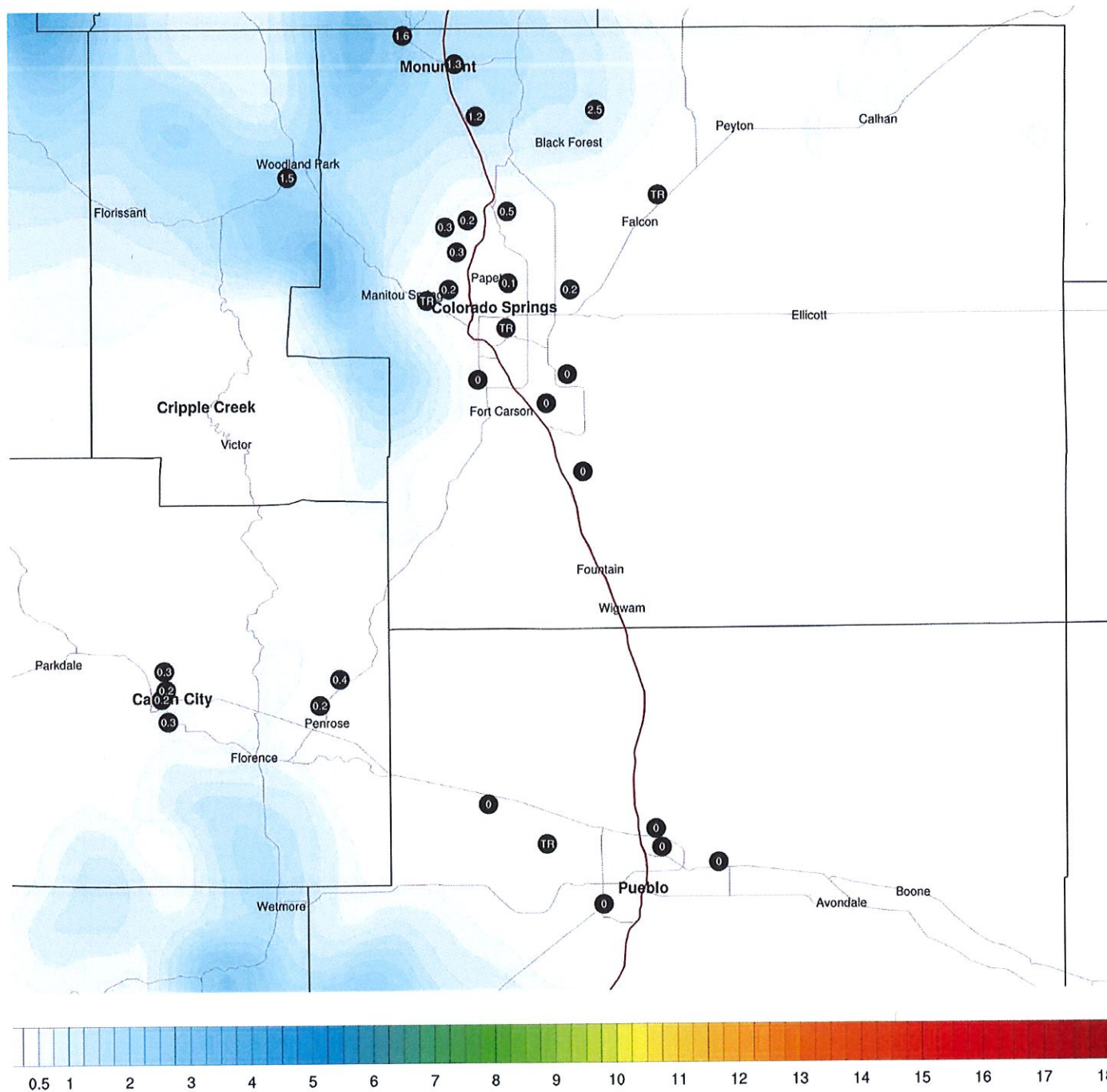
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Snowfall by Location

Location	Zip Code	Snowfall	Location	Zip Code	Snowfall	Location	Zip Code	Snowfall
Black Forest WSW	80908	2.5	Colo Springs 7.2 SSW or 3.0S	80906	0.0	Penrose ESE	81240	0.2
Canon City	81212	0.3	Colo Springs 6 NW	80919	0.3	Pueblo NWS	81001	0.0
Canon City N	81212	0.3	Colo Springs 3.1 NW	80904	0.2	Pueblo 2E	81001	0.0
Canon City NW	81212	0.2	Colo Springs 3 NE	80909	0.1	Pueblo WSW	81007	TR
Canon City SE	81212	0.2	Falcon 2.3 NNE	80831	TR	Pueblo W	81007	0.0
Cimarron Hills	80915	0.2	Fountain E	80817	0.0	Pueblo SW	81005	0.0
Colorado Springs Airport	80916	0.0	Gleneagle	80921	1.2	Pueblo N	81001	0.0
Colo Sprgs 7 NW	80919	0.3	Manitou Springs East	80829	TR	Widfield/Security	80911	0.0
Colo Sprgs NNW/Falcon Estates	80919	0.2	Monument Hill - 2.9 N	80132	1.3	Woodland Park	80863	1.5
Colo Sprgs 7 NNE	80920	0.5	Palmer Lake	80133	1.6			
Colo Springs S FD HQ	80910	TR	Penrose NW	81240	0.4			

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Triview Metro Water Department

List of Accomplishments for January, 2022

Pumpage for month of January 2022 –

Total to Production **13.142 Mg**

January/2021 12.946 Mg

Net water impounded in District ground storage tanks -369284 Gal

Total Sold **10.016 MG**

January/2021 10.010 Mg

Total District flow to WWTP for January 2021 11.416 MG

Reported activity for Month of January 2022

Wellfield-

- Well D1 update- Cleaning of well casing is nearing completion; cleaning solution containment vessel is on site and well is being pumped out for final TV analysis.
- All other wells are on normal operating basis
- Well D7 VFD is scheduled to be replaced, parts for new VFD are backordered due to supply issues, I believe the filter transformers are the issue from manufacturer.

Water Plants A/B, C Plant Pump Station-

- A Plant is off line for winter rehab work, anticipate to be available for service in April (See notation under future projects)

- B Plant is running normally
- C Plant is running normally

XX

- Operations Staff continues to complete locates for contractors as new 811 requests are generated, PRV vault inspections/maintenance is completed weekly, WWTP flume vault is cleaned/inspected weekly
- Booster Pump #3 at B plant has been replaced and is operational; this was a warranty replacement

XX

Future projects-

- B plant chemical line replacement (Current lines were installed ~3 yrs ago)
- HMO demonstration test will proceed once sludge disposal is worked out.
- A Plant- project for inside plumbing reconfiguration and replacement (To be completed prior to spring)
- Staff is undertaking numerous projects at Forest Lakes in addition to Triview work details

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. Such monthly payments for Lease Year 2022 shall be \$4,561.50, with both the January and February payments being due upon execution of this Addendum.

B. In addition, AGRA 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 as a single "true up" payment in January following each Lease year (i.e. in January 2023 for AGRA's actual use of water during 2022).

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 \$150.00 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. 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 and/or commercial uses of water provided shall be \$618.50 per acre foot. As such, for each acre foot of water utilized by AGRA's member, subscribers and contractees for such purposes during 2022, , for example, AGRA shall make a \$468.50 payment to Triview as part of the January 2023 true up.

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 annually provide an accounting to Triview of the uses of the Leased Water in the previous year, 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 annual 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, 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/Stock Assessments. Lessee shall pay to Triview the Rental Payment for each Subject FMIC Share. For the year-one term of this Lease, in light of other consideration between, the parties, the Rental Payment shall be **\$55.00 per FMIC Share** leased for a **Rental Payment of \$42,515.00**, which shall be paid in full upon execution of this Lease. Lessee shall further reimburse Triview for all Stock assessments associated with the 773 Subject FMIC Shares. FMIC's assessment rate for 2022 is \$95 per share resulting in a **total reimbursement due of \$73,435.00**. The total combined payments due upon execution of this Lease is therefore **\$115,950.00**. 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. Transit Losses. Lessee shall be responsible for all transit losses, if any, in

the use of the Subject FMIC Shares.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

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

17. 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.

18. 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.

19. 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 _____, 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, under a Rule 14 Plan, and pursuant to various plans for augmentation decreed by the Division 2 Water Court; 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, Rule 14 Plan and plans for augmentation; 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: It is the Parties intent that, for the 2022-23 water year only, AGRA pay Triview a rental fee equal to the annual assessment for Excelsior Irrigating Company ("EIC") shares, plus a premium of 10% ("Rental"). For 2022, it is anticipated that the EIC assessment will be \$43 per share, making the Rental \$47.30 per share, or a total Rental for the 2022-23 water year of \$63,429.30. Such Rental is premised upon the average annual yield of EIC shares of 0.424 acre feet per share, resulting in a per-acre foot price of \$111.56. Should EIC shares yield greater than their average of 0.424 acre feet per share, AGRA shall provide Triview with additional payment ("Supplemental Rental") equal to the additional yield (in fraction of acre foot) beyond the average 0.424 acre feet multiplied by the price per acre foot of \$111.56. For example, should the yield

for the 2022-23 water year proved to be 0.75 acre feet per share, the yield above average would be 0.326 acre feet, which when multiplied by the per acre foot price equals a Supplemental Rental per share of \$36.38, and a total for all 1,341 shares of \$48,770.24. The Supplemental Rental shall be due in April of 2023 when the final yield of the EIC shares for the 2022-23 water year is known.

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. 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. Assessments/EIC Costs. While AGRA shall have all rights to the use and enjoyment of the water and water rights represented by the Triview Shares under this Lease, Triview shall remain responsible for payment of all annual and special assessments associated with the Triview Shares and levied by the Excelsior Irrigating Company, and Triview shall remain responsible for its pro rata share of the costs associated with any infrastructure improvements implemented by the Excelsior Irrigating Company during the term of this Lease.

6. 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, or (B) Termination of this agreement at the election of the non-defaulting party.

7. 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.

8. 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.

9. 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 _____
Kent Ricken, Manager
Arkansas Groundwater and Reservoir
Association

By _____
James McGrady, District Manager
Triview Metropolitan District

RESOLUTION 2022-01

A RESOLUTION APPROVING A LOAN FROM THE COLORADO WATER CONSERVATION BOARD; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN CONTRACT, PROMISSORY NOTE TO EVIDENCE SUCH LOAN, AND SECURITY AGREEMENT IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Triview Metropolitan District, acting by and through its water enterprise (the "District"), in the County of El Paso and State of Colorado, is duly organized and existing under the Constitution and the laws of the State of Colorado; and

WHEREAS, the members of the Board of Directors of the District (the "Board") have been duly elected, chosen and qualified; and

WHEREAS, the District has previously determined that its water and wastewater system (the "System") constitutes an enterprise under Article X, Section 20 of the Colorado Constitution ("TABOR"); and

WHEREAS, the Board has heretofore determined that it is in the interests of the District and the public interest and necessity demand and require that the District incur a loan for the Stonewall Springs Reservoir Complex project to support the District's efforts to replace its non-renewable Denver Basin groundwater supplies with renewable surface water supplies (the "Project"); and

WHEREAS, the cost of the Project to the District will not exceed \$4,778,310, including design, engineering, legal, financing and administrative costs relating thereto, and any other costs incidental thereto; and

WHEREAS, the Board has determined that in order to finance the Project, it is necessary and advisable and in the best interests of the District to enter into a loan contract (the "Loan Contract") and a separate security agreement (the "Security Agreement") with the Colorado Water Conservation Board ("CWCB"), a body corporate and political subdivision of the State of Colorado, pursuant to which the CWCB will loan the District up to \$4,778,310 to finance the costs of the Project; and

WHEREAS, the District's repayment obligations under the Loan Contract shall be evidenced by a promissory note (the "Note") to be executed and delivered by the District to the CWCB, which Note will be on a parity with the following:

(i) The District's Water and Wastewater Enterprise Revenue Refunding and Improvement Bonds, Series 2018, dated as of November 29, 2018, originally issued in the aggregate principal amount of \$11,165,000;

(ii) the District's Water and Wastewater Enterprise Revenue Bonds, Series 2020A, dated as of May 27, 2020, originally issued in the aggregate principal amount of \$16,140,000; and

(iii) the District's Water and Wastewater Enterprise Revenue Bonds, Series 2020B, dated as of November 5, 2020, originally issued in the aggregate principal amount of \$10,940,000, (collectively, the "Parity Obligations"); and

WHEREAS, the Note, the Loan Contract and the Security Agreement (collectively, the "Financing Documents") may be approved by the Board without an election; and

WHEREAS, the Financing Documents shall be revenue obligations of the District, payable from the Pledged Revenues (as defined in the Financing Documents); and

WHEREAS, there have been presented to the Board the forms of the Financing Documents; and

WHEREAS, the Board desires to approve the forms of the Financing Documents and authorize the execution thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE IN THE COUNTY OF EL PASO AND STATE OF COLORADO:

Section 1. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The District shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Chairman of the Board of Directors and President of the District (the "President"). The President and Secretary of the District (the "Secretary") are hereby authorized and directed to execute the Financing Documents and to affix the seal of the District thereto, and further

to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the President and Secretary or by other appropriate officers of the District, shall be conclusive evidence of the approval by the District of such instrument.

Section 2. Election to Apply Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") provides that a public entity, including the District, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply all of the Supplemental Act to the Financing Documents.

Section 3. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to the President, the District Manager, or any member of the Board the authority to make the following determinations relating to and contained in the Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 3:

- (i) The interest rate on the Loan;
- (ii) The principal amount of the Loan;
- (iii) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;

- (iv) The dates on which the principal of and interest on the Loan are paid;

and

- (v) The existence and amount of reserve funds for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 3 shall be subject to the following parameters and restrictions:

- (i) the interest rate on each of the Loan shall not exceed 2.05%;
- (ii) the aggregate principal amount of the Loan shall not exceed \$4,778,310; and
- (iii) the final maturity of any of the Loan shall not be later than December 31, 2055.

Section 4. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Financing Documents shall contain a recital that it is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Note after its delivery for value.

Section 5. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Financing Documents provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Resolution. The amounts pledged to the payment of the Financing Documents shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Contract. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the District irrespective of whether such persons have notice of such liens.

For purposes of this resolution and the Loan Contract, "Pledged Revenue" shall mean Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the System.

"Gross Pledged Revenues" means all income, rents, receipts, charges and revenues derived directly or indirectly by the District from the operation and use of and otherwise pertaining to the System, or any part thereof, whether resulting from Capital Improvements or otherwise, and includes all income, rents, receipts, charges and revenues received by the District from the System, including without limitation:

- (a) All fees, rates and other charges for the use of the System, or for any service rendered by the District in the operation thereof, directly or indirectly, the availability of any such service, or the sale or other disposal of any commodities derived therefrom, including, without limitation, connection charges, but:
 - i. Excluding any moneys borrowed and used for the acquisition of Capital Improvements or for the refunding of securities, and all income or other gain from any investment of such borrowed moneys; and
 - ii. Excluding any moneys received as grants, appropriations or gifts from the Federal Government, the State, or other sources, the use of which is limited by the grantor or donor to the construction of Capital

Improvements, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom; and

- (b) All income or other gain from any investment of Gross Pledged Revenues (including without limitation the income or gain from any investment of all Net Pledged Revenues, but excluding borrowed moneys and all income or other gain thereon in any acquisition or construction fund, reserve fund, or any escrow fund for any Parity Bonds payable from Net Pledged Revenues heretofore or hereafter issued and excluding any unrealized gains or losses on any investment of Gross Pledged Revenues); and
- (c) All income and revenues derived from the operation of any other utility or other income-producing facilities added to the System and to which the pledge and lien herein provided are lawfully extended by the Board or by the qualified electors of the District.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the District, paid or accrued, of operating, maintaining and repairing the System or any component division or other part thereof, or any other designated facilities in connection with which such term is used including, without limitation, all salaries, labor, materials and repairs necessary to render efficient service; and the term includes, at the option of the District, acting by and through the Board, except as limited by law, without limitation:

- (a) Engineering, auditing, reporting, legal and other overhead expenses of the various departments of the District directly related and reasonably allocable to the administration, operation and maintenance of the System;
- (b) Fidelity bond premiums and property and liability insurance premiums pertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining to the System;
- (c) Payments to pension, retirement, health and hospitalization funds, other insurance, and to any self-insurance fund;

(d) Any general (ad valorem) taxes, assessments, excise taxes or other charges which may be lawfully imposed on the District, the System, revenues therefrom, or the District's income from or operations of any properties under its control and pertaining to the System, or any privilege in connection with the System or its operation (but no payments made in lieu of taxes);

(e) The reasonable charges of the Paying Agent, any alternate Paying Agent, any paying agents or escrow agent for any securities payable from the Net Pledged Revenues which have been or will be refunded, and any other depositary bank pertaining to any other securities payable from the Net Pledged Revenues or otherwise pertaining to the System, and the premium for any Reserve Fund Insurance Policy issued other than concurrently with the issuance of any parity obligations;

(f) Contractual services, professional services, salaries, other administrative expenses and costs of materials, supplies, repairs and labor pertaining to the System or to the issuance of the Loan or any other securities relating to the System, including, without limitation, the expenses and compensation of any trustee, receiver or other fiduciary;

(g) The costs incurred by the District in the collection and any refunds of all or any part of the Gross Pledged Revenues;

(h) Any costs of utility services furnished to the System by the District or otherwise, including, without limitation, the contracting by the District for sanitary sewer, electricity, or gas, or any combination thereof, from any Person, for distribution through the System or for the transmission or treatment of wastewater, electricity, or gas for use by the District and its customers and the obligations due under any contract pertaining thereto on a take-and-pay basis or take-or-pay basis or otherwise;

(i) All other administrative, general and commercial expenses pertaining to the System and all other current expenses pertaining to the System which are properly classified as operation and maintenance expenses under generally accepted accounting principles; but

(i) Excluding any allowance for depreciation;

(ii) Excluding any franchise fees;

(iii) Excluding any costs of Capital Improvements (or any combination thereof);

(iv) Excluding any reserves for major capital replacements (other than normal repairs);

(v) Excluding any reserves for operation, maintenance or repair of the System;

(vi) Excluding any allowance for the redemption of any Bond or other security evidencing a loan or other obligation, or the payment of any interest thereon, or any prior redemption premium due in connection therewith, or any reserve therefor;

(vii) Excluding any liabilities incurred in the acquisition or improvement of any properties comprising any project or any existing facilities (or any combination thereof) incorporated into the System, or otherwise;

(viii) Excluding any liabilities incurred by the District as the result of its negligence in the operation of the System or any other ground of legal liability not based on contract; and

(ix) Excluding any such operation and maintenance expense as described above which are paid by District revenues which do not constitute Gross Pledged Revenues.

“System” means the property and facilities comprising the water and wastewater system of the District, now owned or hereafter acquired, including real and personal property and any easements, and also any and all additions and betterments thereto and improvements and extensions hereafter constructed or acquired by the District and used in connection with the water and wastewater facilities of the District.

Section 6. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Note.

Section 7. Limited Obligation; Special Obligation. The Financing Documents are payable solely from the Pledged Revenue and the Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

Section 8. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the District acts in

good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Note. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the Note and as a part of the consideration of its sale or purchase, CWCB specifically waives any such recourse.

Section 9. Disposition and Investment of Proceeds of the Loan Contract. The proceeds of the Loan Contract shall be applied only to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and reimbursement to the District for capital expenditures heretofore incurred and paid from District funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan Contract. CWCB shall not be responsible for the application or disposal by the District or any of its officers of the funds derived from the Loan Contract.

Section 10. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan Contract is not less than the final maturity of the respective Loan.

Section 11. Issuance of Additional Debts or Bonds. The District will not issue any indebtedness payable from the Pledged Revenue and having a lien thereon which is superior to the lien created by the Financing Documents. The District will issue parity debt only with the prior written approval of CWCB, provided that:

(a) the District is at the time approval is requested from CWCB and at the time of the issuance of the parity debt in substantial compliance with all of the obligations of the Loan Contract, including, but not limited to, being current on the annual payments due under the Loan Contract and in the accumulation of all amounts then required to be accumulated in the District's debt service reserve account or fund; and

(b) the District provides to the CWCB a Parity Certificate from an independent certified public accountant certifying that, based on an analysis of the District's revenues, for 12 consecutive months out of the 18 months immediately preceding the date of issuance of such parity debt, the District's revenues are sufficient to pay its annual Operation and Maintenance Expenses, annual debt service on all outstanding indebtedness having a lien on

the Pledged Revenue, including the Loan Contract, the annual debt service on the proposed indebtedness to be issued, and all required deposits to any reserve funds required by the Loan Contract or by the lender(s) of any indebtedness having a lien on the Pledged Revenue. The analysis of revenues shall be based on the District's current rate structure or the rate structure most recently adopted, and no more than 10% of total revenues may originate from tap and/or connection fees.

Section 12. Direction to Take Authorizing Action. The appropriate officers of the District and members of the Board are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Resolution, including but not limited to such certificates and affidavits as may reasonably be required by CWCB.

Section 13. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the District and members of the Board, not inconsistent with the provisions of this Resolution, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby authorized, ratified, approved, and confirmed.

Section 14. Repealer. All acts, orders, ordinances, or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. Severability. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 16. Inconsistencies. In the event of any inconsistencies between this resolution and the Loan Contract, this resolution is controlling.

Section 17. Resolution Irrepealable. After said Promissory Note are issued, this Resolution shall be and remain irrepealable until said Promissory Note and the interest thereon shall have been fully paid, satisfied and discharged.

ADOPTED on February 17, 2022.

President

[SEAL]

Attest:

Secretary

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

I, James Barnhart, the Secretary of the Board of Directors of the Triview Metropolitan District, El Paso County, Colorado (the "District"), do hereby certify:

(1) The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of Directors (the "Board") of the District at a regular meeting of the Board held on February 17, 2022 by an affirmative vote of a majority of the members of the Board as follows:

	"Yes"	"No"	"Absent"	"Abstain"
Mark Melville, President				
Marco Fiorito, Vice President				
James Barnhart, Secretary/Treasurer				
James Otis				
Anthony Sexton				

(2) The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

(3) The Resolution was approved and authenticated by the signature of the Chairman of the Board of Directors and President of the District, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.

(4) There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

(5) Notice of the meeting of February 17, 2022, in the form attached hereto as Exhibit A was posted on the District's Website, in at least three places within the limits of the District, and, in addition, such notice was posted in the office of the El Paso County Clerk and Recorder not less than three days prior to the meeting in accordance with law.

WITNESS my hand and the seal of said District affixed this February 17, 2022.

(SEAL)

Secretary

EXHIBIT A

Attach Notice of Meeting

QUITCLAIM DEED

THIS DEED, made this ____ day of _____, 2021, between TRIVIEW METROPOLITAN DISTRICT, a quasi-municipal corporation, special district, and political subdivision of the State of Colorado, whose address is 16055 Old Forest Point Suite 302, Monument, CO 80132 ("Grantor") and, Pueblo East Phase III, LLC, a Colorado limited liability company, whose address is 839 Mackenzie Avenue, Canon City, Colorado 80970 ("Grantee"):

WITNESS, that the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, QUITCLAIMED, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, its heirs, successors and assigns forever, all the right, title, interest, claim and demand, if any, which the Grantor may have in and to the real property, together with improvements, if any, situate, lying and being in the County of Pueblo and State of Colorado, described as follows:

See attached Exhibit A legal description and Exhibit B map.

TOGETHER, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; to have and to hold the said premises above bargained and described, with the appurtenances, unto the Grantee, its heirs and assigns forever. The Grantor, for itself, its heirs, personal representatives, successors and assigns does hereby quitclaim all interests, if any, in said premises to Grantee, its heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

TRIVIEW METROPOLITAN DISTRICT

James McGrady, District Manager

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James McGrady as District Manager of the Triview Metropolitan District.

My commission expires: _____

Witness my hand and official seal.

(Seal)

Notary Public

EXHIBIT A

A parcel of land being a portion of the SW ¼ of Section 35, Township 20 South, Range 63 West and a portion of the NW ¼ of Section 2, Township 21 South, Range 63 West of the Sixth Principal Meridian, County of Pueblo, State of Colorado, being more particularly described as follows.

BEGINNING at the NW corner of a parcel of land described in that Special Warranty Deed filed for record May 29, 2020 at reception number 2179572 in the records of the Pueblo County Clerk and Recorder, said parcel of land commonly known as the South Reservoir parcel from which the SE corner of Section 28, Township 20 South, Range 63 West bears N 64°26'12"W (bearings based on the south line of said Section 28 monumented at the SE corner with an axle and at the SW corner with a 2 1/2" aluminum monument PLS 16128, assumed to bear N 89°59'18"W), a distance of 8535.40 feet; thence S 86°25'05"E along the north line of the said South Reservoir parcel, a distance of 191.87 feet; thence S 05°30'50"W, a distance of 295.96 feet; thence S 03°46'09"W, a distance of 360.99 feet; thence S 03°01'08"W, a distance of 360.77 feet; thence S 02°07'18"W, a distance of 487.28 feet; thence S 02°04'57"E, a distance of 93.97 feet; thence S 07°58'05"E, a distance of 240.70 feet; thence S 08°24'39"E, a distance of 163.55 feet to a point on the south boundary line of the said South Reservoir parcel; thence N 64°42'54"W, along the said south boundary line of the South Reservoir parcel, a distance of 120.37 feet to the SW corner of the said South Reservoir parcel; thence northerly along the west boundary line of the said South Reservoir parcel the following three (3) courses;

1. N 00°00'00"W, a distance of 1193.37 feet;
2. N 21°49'13"W, a distance of 145.69 feet;
3. N 00°00'00"W, a distance of 628.04 feet to the **POINT OF BEGINNING**.

Said parcel contains 4.55 acres more or less.



ROCKY L. MANGINI
PROFESSIONAL LAND SURVEYOR NO 16128

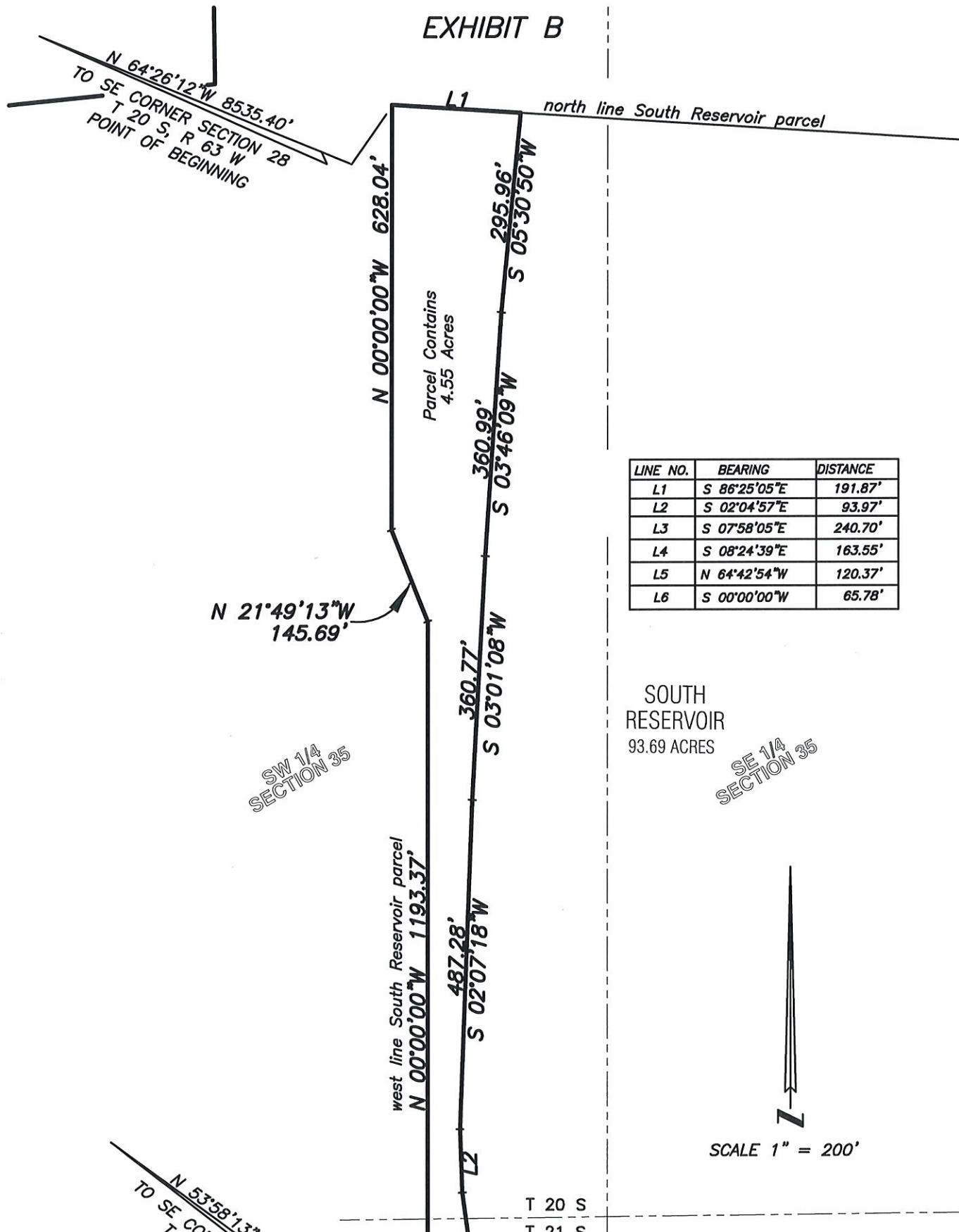
February 8, 2020
DATE



PROPERTY EXHIBIT

A PARCEL OF LAND BEING A PORTION OF THE SW 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 63 WEST AND THE NW 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 63 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

EXHIBIT B





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
February 17, 2022

Paid Invoices Over \$5,000

- 1. Donala Water & Sanitation District \$41,218.93**
Enterprise Fund –Wastewater Operations -Wastewater-
System-Wastewater -TF/Donala/IGA
- 2. Fountain Mutual Irrigation Company \$100,581.45**
Enterprise Fund – Water System - Water Assessments
- 3. Western States Reclamation, Inc. \$22,441.85**
Capital Project –Enterprise – Water Improvements – South Reservoir – Purchase
& Install Inlet Channel & Spillway
- 4. M & M Control Service, Inc. \$10,522.00**
Enterprise Fund – Water System – Repairs & Maintenance
- 5. Deere & Ault \$76,906.02**
Capital Project –Enterprise – Water Improvements – South Reservoir – Purchase
& Install Inlet Channel & Spillway
- 6. Deere & Ault \$123,938.42**
Capital Project –Enterprise – Water Improvements – Central Reservoir – Powerline
Relocation and Permitting
- 7. JDS Hydro Consultants \$24,688.30**
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater
Design & Permitting – Northern Delivery System

8. JDS Hydro Consultants	\$5,006.25
Enterprise Fund – Professional Services – Professional Services Engineering	
9. HR Green, Inc.	\$5,017.40
Capital Project – General – Woodmen/Old Denver Rd. Study	
10. H.C. Peck Associates, Inc.	\$5,032.40
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater Design & Permitting – Northern Delivery System	
11. ET Water Systems, Inc.	\$15,057.00
General Fund – Parks & Open Space O & M – ET 3-year Subscription	
12. N.E.S. Inc.	\$6,078.60
Capital Project – Enterprise – Water Improvements – AVIC Change Case	
13. White Bear Ankele Tanaka & Waldron	\$5,180.35
General Fund – Professional Services – Legal Fees	
14. Champion Plastering	\$16,695.00
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard	
15. Baird's Excavating & Utilities	\$5,450.00
Capital Project – General – Park & Street Improvements – Steel Building for A-Yard	
16. Black Hills Energy	\$5,852.27
Capital Project –Enterprise – Water Improvements – South Reservoir – Purchase & Install Inlet Channel & Spillway	
17. Badger Meter	\$119,766.96
Enterprise Fund – Water System – Equipment Meter Supplies/Meter Kits	
18. LRE Water	\$7,991.75
Capital Project –Enterprise – Water Improvements – Pueblo Reservoir – Excess Capacity Leasing & Permitting	
19. Pikes Peak Regional Water Authority	\$5,697.75
Enterprise Fund – Wastewater System – Transit Loss	

20. MCMS, Inc	\$343,480.75
Capital Project –Enterprise – Water Improvements – South Reservoir – Purchase & Install Inlet Channel & Spillway	
21. Western States Reclamation, Inc.	\$17,427.87
General Fund – Streets Operations & Maintenance – Operations & Maintenance	
22. Monson, Cummins & Shohet, LLC	\$12,210.19
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet	
23. Emedco	\$7,915.80
General Fund – Signage - Repairs & Maintenance	
24. Ground Floor Media	\$6,188.81
General /Enterprise Fund – Professional Services -Public Relations	

Total Over \$5,000.00 = \$990,346.12

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