

RESOLUTION 2022-03

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

**A RESOLUTION CONSENTING TO THE ORGANIZATION OF CONEXUS
METROPOLITAN DISTRICT NOS. 1 & 2, WHOSE BOUNDARIES AND SERVICES
WILL OVERLAP WITH THE BOUNDARIES AND SERVICES OF TRIVIEW
METROPOLITAN DISTRICT**

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

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

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

WHEREAS, the boundaries of the (Proposed) Conexus Metropolitan District Nos. 1 & 2 (the "Districts"), which are depicted in Exhibit A, attached hereto, will overlap the boundaries of Triview; and

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

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

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

WHEREAS, it is anticipated that following the construction of the street, drainage, water, and sanitary sewer improvements, the Districts will transfer the street improvements to the Town of Monument and Triview will maintain only those street improvements located within its boundaries (snow removal will be allocated between the Town and Triview pursuant to future agreements), and it is further anticipated that the Districts will transfer the water, drainage, park and recreation, and, sanitary sewer improvements to Triview for ownership and maintenance; and snow

WHEREAS, as a condition of granting overlap consent, the Districts' and Triview will entered into an "Overlap Consent Agreement", pursuant to which the Districts will agree that the Conexus Improvements will not duplicate or interfere with any improvements, facilities, or services Triview currently provides or that Triview may provide in the future; and

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

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

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

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

b. The Districts shall construct all improvements and appurtenances that Triview will ultimately own, operate, and/or maintain in accordance with any and all applicable standards and specifications of Triview, as further set forth in the Overlap Consent Agreement attached hereto as Exhibit B, which the Districts shall approve and execute at their first meeting following their formation.

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

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

Dated this 21 day of Apr, 2022.

TRIVIEW METROPOLITAN DISTRICT

By: 
President

Attest:



EXHIBIT A

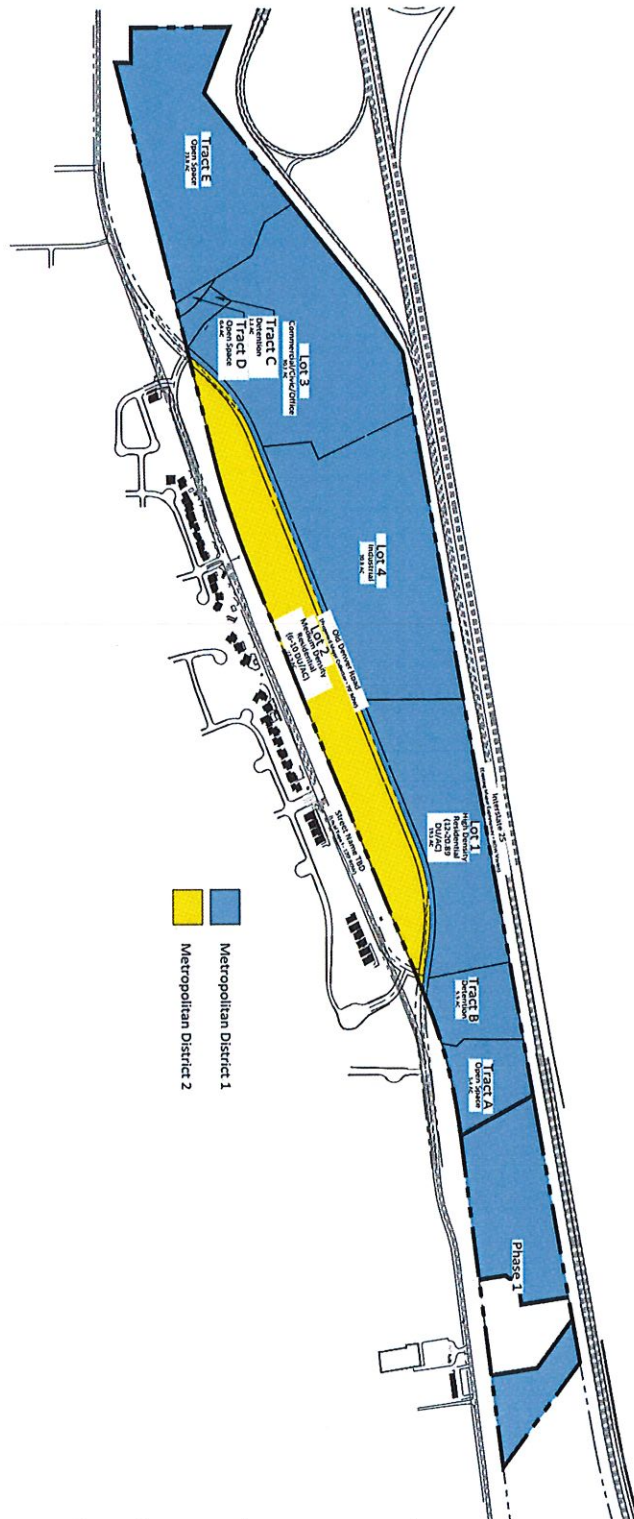


EXHIBIT B