

# TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

## Regular Board Meeting Agenda

Thursday, June 23, 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. Disclosure of Conflicts if any
5. Public Comment
6. Approval of Consent Agenda
  - a. Prior Meeting Minutes
    - May 19, 2022, Regular Board Meeting (enclosure)
  - b. Billing Summary Rate Code Report (enclosure)
  - c. Taps for May 2022 (enclosure)
  - d. Tax Transfer from Monument (enclosure)
7. 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)
8. Board Member Updates and Comments

9. Action Items:

- a. Review and Consider approving a Design Services Agreement for the widening of Higby Road between Jackson Creek Parkway and Harness Road using funds escrowed by Creekside Development.
- b. Review and discuss Resolution 2022-05, Resolution of the Triview Metropolitan District Concerning District's IGA with Town of Monument, Sales Tax Sharing, and Law Enforcement Tax.

10. Legal Matters:

- a) Conflict Disclosure Memorandum (enclosure)
- b) Code of Conduct

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

- a. Checks of \$5,000.00 or more (enclosure)
- b. May 2022 Financials (enclosure)

12. Update Board on Public Relation activities.

13. Executive Session §24-6-402(4) (a), (b), (e), Acquisitions, Legal Advice, and Negotiations, regarding the following general topics, if needed.

- i. Negotiation regarding Northern Delivery System.
- ii. Design Contract Northern Monument Creek Interceptor Pipeline.  
(enclosure)
- iii. Joint Triview Board/ Monument Town Council Meeting.

14. Adjournment

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT AND THE BOARD OF DIRECTORS OF THE WATER ACTIVITY ENTERPRISE HELD

May 19, 2022

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, May 19, 2022, beginning at 5:30 p.m. The meeting was conducted via Zoom and in person. This meeting was open to the public. The meeting was called to order at 5:33 p.m.

#### ATTENDANCE

In attendance were Directors:

President	Mark Melville
Vice President	Marco Fiorito
Director	James Barnhart
Director	James Otis
Director	Anthony Sexton

Also, in attendance were on roll call:

James McGrady, District Manager  
Joyce Levad, District Administrator  
Shawn Sexton, Water Superintendent  
Matt Rayno, Parks, and Open Space Superintendent  
Jennifer Kaylor, Our Community News  
Chris Lieber, Principal Owner, NES

#### 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. A vote was taken, and the motion carried unanimously.

## RECORD OF PROCEEDINGS

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### PUBLIC COMMENT

There was no public comment.

### Consent Agenda

- a) Prior Meeting Minutes
  - March 17, 2022, Regular Board Meeting
  - April 13, 2022, Special Board Meeting
  - April 21, 2022, Regular Board Meeting
- b) Billing Summary Rate Code Report
- c) Taps for April 2022
- 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.

A presentation was done by Chris Lieber of NES on the Buena Vista Rodeo Grounds and Chicago Ranch Master Plan. Details can be seen on Triview's website at [triviewmetro.com](http://triviewmetro.com)

### OATH OF OFFICE

The swearing in of the reelected Board members, Mark Melville, James Barnhart and Anthony Sexton was conducted by Vice President Marco Fiorito. All of the Oath's of office were signed by each reelected Board member.

### OPERATIONS REPORT

#### District Manager Report (enclosure)

- Mr. McGrady stated we are making wonderful progress on the Northern Delivery System. He has been meeting with landowners, obtaining easements, and getting all the locates done from the top of Roller Coaster Road down to the CSU tank. He has a meeting tomorrow with CSU to discuss easements within their own tank site.
- The application for the American Rescue Plan Grant was completed. If Triview qualifies for the grant, the money will be used for the tank at the B Plant.



## RECORD OF PROCEEDINGS

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- Triview's 1041 permit with Pueblo County Planning was deemed sufficient and was sent out to several entities, comments are due back by May 20, 2022.
- The Outlet structure, at the South Reservoir, is complete adjacent to the Arkansas River.
- A meeting with the Town staff of Buena Vista, Engineers, and the legal Counsel on the AVIC, was held on April 15, 2022. A follow up meeting to discuss the Revegetation Plan is scheduled for May 25, 2022, with the Town and their consultants along with Triview's experts.

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

- Matt Rayno stated the 2022 Mill and Overlay project on Broken Timber and Kitchener is on its way to completion around May 20th.
- Fire mitigation has been completed in Promontory Point.
- The Baptist and Leather Chaps landscape enhancement project has been completed.
- Trail maintenance is being done.
- Director Sexton asked a question on residents planting outside of their property on Triview's open space and easements. It was mentioned that residents need to get permission, from Triview, to install plants outside of their property line. Also having landscaping trucks driving on the open space land to deliver material.

### Utilities Department Update (Shawn Sexton)

- Pumpage for the month of April 2022 was 15.975 Mg.
- Well D1 has been reinstalled and scheduled for flow testing.
- All other wells are in normal service (A8 is offline, but still available)
- A Plant is ready to go back online by the 3<sup>rd</sup> week of May.
- B Plant and C Plant are running normal.

### BOARD MEMBER UPDATES AND COMMENTS:

There were no Board member comments.

## RECORD OF PROCEEDINGS

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### ACTION ITEMS:

- a) Review and Consider Resolution 2022-04, a Resolution of the Triview Metropolitan District's Board of Directors, Concerning Domestic Water Estimations.

A motion was made by Director Fiorito to approve Resolution 2022-04 concerning Domestic Water Estimation. The motion was duly seconded by Director Otis. A vote was taken, and it was carried 4-1.

### FINANCIALS AND PAYABLES

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

Monthly Cash Position and Unaudited Financial Statements – The Board reviewed the April 2022 unaudited Financial Statements as presented. A motion to approve the District's April 2022 Financial Statements was made by Director Otis. The motion was duly seconded by Director Barnhart. A vote was taken, and the motion carried unanimously.

### PUBLIC RELATIONS:

Mr. McGrady stated an update on the NDS will be given as soon as easements are obtained. Triview continues to update the community through the website and the newsletter.

### BOARD BREAK

A motion was made by Director Fiorito for the Board to take a 5 minute break before entering Executive Session.

## RECORD OF PROCEEDINGS

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### EXECUTIVE SESSION:

Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (c) (f) Acquisitions, Legal Advice, Negotiations, and Personnel regarding the following general topics, if needed.

- Negotiation regarding Northern Delivery System.
- Design Contract Northern Monument Creek Interceptor Pipeline.
- Negotiations with the Town of Monument regarding the Public Safety Tax and possible implementation of a Sports Authority.

A motion was made by Director Otis for the Board to enter Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (c), (f) Legal Advice and Negotiations. The motion was duly seconded by Director Barnhart. A vote was taken, and the motion carried unanimously. Executive Session was entered into at 7:22 p.m.

### ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Fiorito. The motion was duly seconded by Director Sexton. A vote was taken, and the motion carried unanimously. The meeting was adjourned at 8:58 p.m.

Respectfully Submitted

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James C. McGrady  
Secretary for the Meeting



Triview Metropolitan District 5/1 to 5/31/2022  
Summary Financial Information - Board Packet

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$98,112.67	2090
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$38,963.52	2063
Rate Code 01 Triview Metro - Res Water Base Rate	\$59,080.50	2082
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$56,621.15	2059
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$7,159.50	282
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$464.98	8
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"	\$5,720.40	30
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$3,534.00	31
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	\$10,996.05	67
Usage Fee Triview Metro - Com Water Use Rate	\$16,377.15	67
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	\$9,566.31	44
Triview Metro - Quik Way Sewer	\$73.40	1
Triview Metro - Metering & Billing Fee	\$9,801.00	2178
Title Prep Fee Triview Metro - Title Request Fee	\$650.00	13
Triview Metro - 5% Late Fee	\$1,381.70	184
Special Impact Triview Metro - Special Impact Fee	\$2,470.00	247
Triview Metro - Disconnect Fee		
Triview Metro - NSF Fee	\$25.00	1
<b>Total Accounts</b>	<b>\$341,833.95</b>	<b>11579</b>

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2063
Rate Code 02 - Commercial Account 1"	26
Rate Code 03 - Irrigation Account 1"	22
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"	12
Rate Code 12 - Permitted	
<b>Total Accounts</b>	<b>2191</b>

Aging Report	Amount
Amount Past Due 1-30 Days	\$ (8,583.38)
Amount Past Due 31-60 Days	\$ 37,125.24
Amount Past Due 61-90 Days	\$ 5,784.04
Amount Past Due 91-120 Days	\$ (495.82)
Amount Past Due 120+ Days	\$ (9,221.74)
<b>Total AR</b>	<b>\$24,608.34</b>



Receipts	Amount	Items
Payment - ACH		
Payment - ACH Key Bank	\$199,898.04	1375
Payment - Check Key Bank	\$121,375.60	641
Payment - On Site	\$32,145.92	165
Refund CREDIT	(\$2,767.05)	20
REVERSE Payment	(\$1,497.17)	8
Transfer CREDIT In	\$603.48	4
Transfer CREDIT Out	(\$603.48)	4
REVERSE Payment - NSF	(\$122.00)	1
<b>Total Receipts</b>	<b>\$349,033.34</b>	<b>2218</b>
<b>Checks versus Online Payments</b>	<b>36.96%</b>	<b>63.04%</b>
	<b>Checks</b>	<b>ACH's</b>

Water	Gallons	Accounts
Gallons sold 4-1 to 4-30-2022 =	13,610,762	2188
Gallons sold 5-1 to 5-31-2022 =	30,982,491	2195

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	8	187,514	1.38%
10,001 - 20,000	119	1,472,363	10.82%
8,001 - 10,000	154	1,365,293	10.03%
6,001 - 8,000	265	1,824,293	13.40%
4,001 - 6,000	525	2,575,692	18.92%
2,001 - 4,000	694	2,117,097	15.55%
1 - 2,000	289	362,303	2.66%
Zero Usage	9	0	0.00%
<b>Total Meters</b>	<b>2063</b>	<b>9,904,555</b>	<b>72.77%</b>

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	17	1,560,794	11.47%
40,001 - 50,000	11	499,182	3.67%
30,001 - 40,000	4	141,720	1.04%
20,001 - 30,000	3	82,585	0.61%
10,001 - 20,000	5	66,642	0.49%
8,001 - 10,000	3	28,828	0.21%
6,001 - 8,000	4	27,844	0.20%
4,001 - 6,000	4	20,759	0.15%
2,001 - 4,000	9	23,839	0.18%
1 - 2,000	12	10,118	0.07%
Zero Usage	2	0	0.00%
<b>Total Meters</b>	<b>74</b>	<b>2,462,311</b>	<b>18.09%</b>

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	6	888,040	6.52%
40,001 - 50,000	1	49,600	0.36%
30,001 - 40,000	1	37,841	0.28%
20,001 - 30,000	2	52,498	0.39%
10,001 - 20,000	11	159,117	1.17%
8,001 - 10,000	2	17,546	0.13%
6,001 - 8,000	2	14,940	0.11%
4,001 - 6,000	2	9,417	0.07%
2,001 - 4,000	3	8,587	0.06%
1 - 2,000	9	6,310	0.05%
Zero Usage	12	0	0.00%

SANCTUARY POINTE				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16284	Forest Cloud Way	Classic Homes	05/06/22	\$45,947.53
575	Panoramic Dr.	Classic Homes	05/06/22	\$46,561.63
523	Panoramic Dr.	Classic Homes	05/06/22	\$46,561.63
16177	Evening Sunset Place	Classic Homes	05/12/22	\$45,947.53
16288	Evening Sunset Place	Classic Homes	05/12/22	\$45,904.70
16355	Sunset Peak Lane	Saddletree Homes	05/20/22	\$46,238.78
			<b>Total:</b>	<b>\$230,600.17</b>

JACKSON CREEK NORTH (CREEKSIDE)				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16840	New Autumn Dr.	Classic Homes	05/19/22	\$43,954.22
16850	New Autumn Dr.	Classic Homes	05/19/22	\$44,611.70
16860	New Autumn Dr.	Classic Homes	05/19/22	\$44,228.88
			<b>Total:</b>	<b>\$132,794.80</b>



June 10, 2022

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

Per the current Intergovernmental Agreement (IGA) between the Town of Monument and Triview Metropolitan District, the Town will transfer \$278,417.82 to the Triview ColoTrust District Fund account on or before June 30, 2022. The ACH detail is as follows and documentation is enclosed.

Sales Tax for April 2022	\$ 251,466.13
Regional Building Use Tax for May 2022	\$ 1,027.89
Motor Vehicle Tax for April 2022	\$ 25,923.80

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Foreman".

Mike Foreman (Jun 13, 2022 09:53 MDT)

Mike Foreman  
Town Manager



## Triview Metro Public Works June 2022 Report

### List of June Projects:

- Martin Marietta mill & overlay project complete
- Dead tree and shrub replacements on Jackson Creek Parkway end of month
- Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations
- Grade trails, and trail weed control
- Crack and curb weeds
- Baptist & leather chaps enhancement project to be completed by end of June
- Installation of truck radios completed and running 6/16/2022
- Native & Dentition Ponds mow and trim
- Round 2 turf fertilizer and broadleaf applications completed 6/17/2022
- Street sweeping District mains.
- Fleet maintenance
- Irrigation repairs and adjustments. Managing our water usage.

### Focus for July:

- Tree replacements Leather Chaps, Gleneagle, Swing Park trail, Sanctuary Rim.
- Tree ring definition and mulch





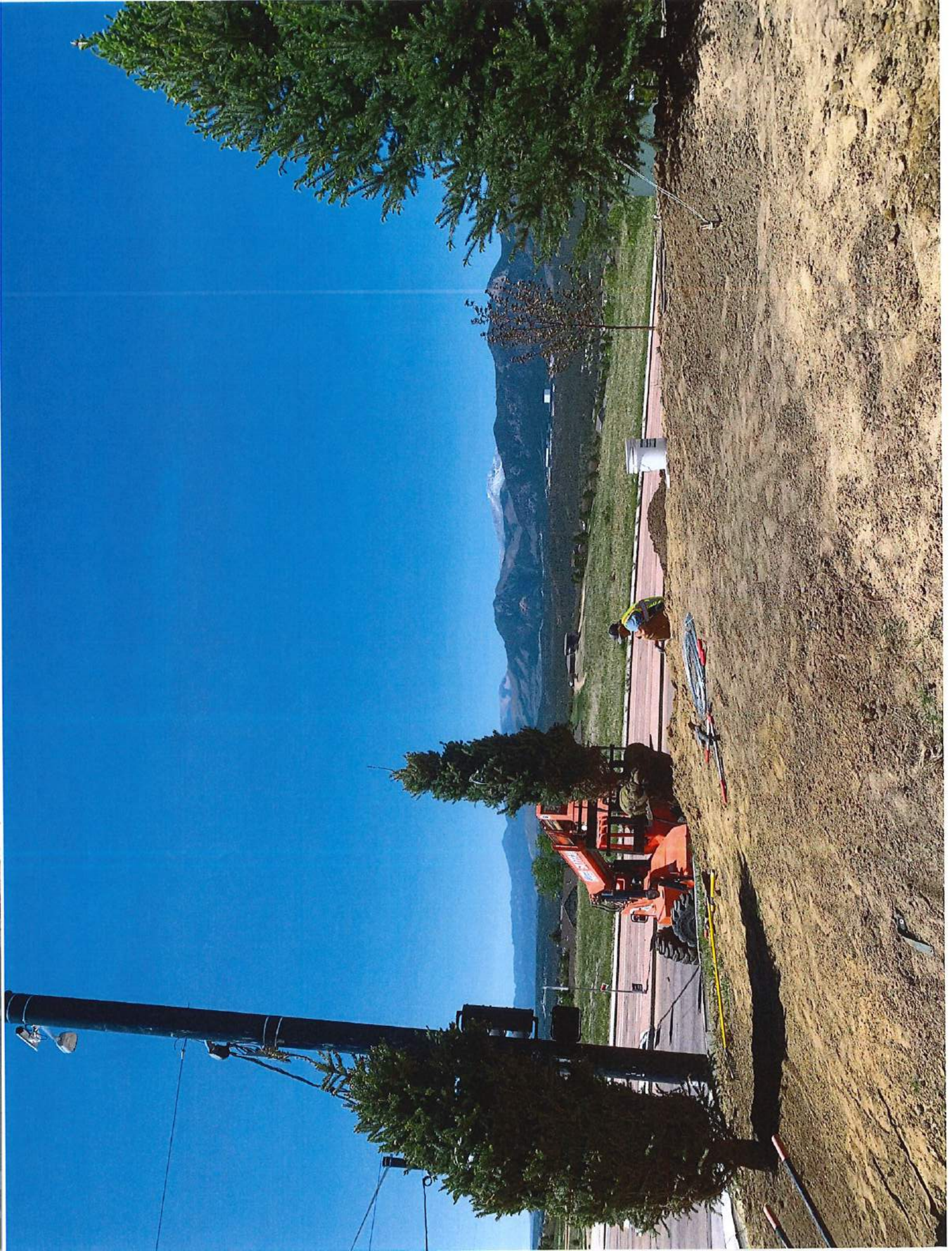


- 2<sup>nd</sup> Round ornamental beds pre/post application
- Erosion control work on Transcontinental trail and Swing Park Trail.
- Pruning trees and shrubs
- Street Sweeping residential roads
- Weed control.
- Trail system enhancements













## Triview Metro Water Department

### List of Accomplishments for May, 2022

Pumpage for month of May 2022 –

Total to Production	<b>31.668 Mg</b>
Total to Production May/2021	19.664 Mg
Net water impounded in District ground storage tanks	156589 Gal
Total District Irrigation	2.191 Mg
Total Sold	<b>30.983 MG</b>
Total Sold May/2021	16.085 Mg
Total District flow to WWTP for May 2022	11.980 MG

### Reported activity for Month of May 2022

#### Wellfield-

- All wells are available (currently using A7, D7, A9, D9, A4, D4)
- Well A8, D1 on stand by

#### Water Plants A/B, C Plant Pump Station-

- A Plant is running normally utilizing well A1
- B Plant is running normally
- C Plant Pump Station is running normally
- Bulk chemicals for water treatment are arriving normally with no anticipated interruptions (Additional chemical storage is in place for the summer and fall)

#### Additional Accomplishments-

- Numerous locates were completed throughout the district during this month; over 250
- Received results from ACZ labs for HMO demonstration study, excellent results
- Crews worked on emergency repair to A plant air compressor replacement on June 3-4, and repairs to well A4 for fuse replacement throughout both nights
- Rob is making site visits to Pueblo Triview reservoir to monitor on site construction projects, sampling of the river for lab analysis, and testing of the operation of the gate structures



#### Future projects-

- Continued work on the fire hydrant maintenance for the next several months
- Valve can clean outs and exercising
- Evaluation of raw data from the HMO project
- Setting up new sludge disposal container for use in the near future



June 15, 2022

Triview Metropolitan District

Re: Higby Road Widening  
Monument, Colorado

Dear Mr. Jim McGrady:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to Triview Metropolitan District ("Client" or "District") for providing engineering design services associated with the widening of Higby Road from Jackson Creek Pkwy to Harness Rd in Monument, Co.

### Project Understanding

HR Green prepared a concept design for the improvements along the Higby Road corridor. We understand that the District and the Town of Monument have reviewed the concept design, the concept is generally feasible, and we anticipate minimal revisions to the concept as part of the final design of the project. This project involves widening Higby Road between Jackson Creek Parkway and Harness Road, Kimley-Horn understands the following roadway improvements will be a part of the project:

- The intersection of Higby Rd and Jackson Creek Pkwy will be widened to its ultimate configuration. The ultimate configuration will be signalized and includes 2 approach lanes in each direction, raised medians, and raised channelizing islands.
- Between Jackson Creek Pkwy and Bowstring Rd, Higby Rd will be widened to provide 2 travel lanes in each direction. Improvements will include adding curb gutter, and sidewalk to both north and south side of the road and adding a raised median.
- The intersection of Higby Rd and Bowstring Rd will be modified to a Roundabout.
- Between Bowstring Rd and Cloverleaf Rd, Higby Rd will be modified to provide 1 travel lane in each direction. Improvements will include adding curb gutter and sidewalk to the north side of the road and adding a raised median.
- The intersection of Higby Rd and Cloverleaf Rd will remain as a T-intersection, stop controlled on the Cloverleaf Rd approach. Intersection improvements will include the addition of raised medians.
- Between Cloverleaf Rd and Harness Rd, Higby Rd will be widened to provide 1 travel lane in each direction, and a painted median. Improvements will include adding curb gutter and sidewalk to the north side of the road.
- The intersection of Higby Rd and Harness Rd will be widened to its ultimate configuration. The ultimate configuration includes connecting to a proposed south leg (constructed as part of separate project) for the existing intersection. The intersection will be stop controlled on the Harness Rd approaches.
- East of Harness Rd, Higby Rd will taper to match existing condition

We understand that the District has acquired right of way based on the concept design and no additional Right of Way acquisition is anticipated with this project. Higby Rd is within District right of way. We assume all submittals will be to the District. We understand the Town of Monument will provide a curtesy review of the plans only.

Higby Rd has a posted speed limit of 45 MPH. All design will be based on a design speed of 45 MPH.

There is an existing overhead electric line south of Higby Rd, that will be impacted by the proposed improvement. We understand the electric line will be undergrounded by the utility owner. The utility





provider has indicated that their relocation is an approximately eight (8) month lead time from receipt of 30% design plans.

The District plans to install a 16" water main along Higby Rd, from an existing stub at Jackson Creek Pkwy to Bowstring Rd.

## **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

### **TASK 1: PROJECT MEETINGS AND COORDINATION**

Kimley-Horn will participate in and attend project meetings and coordinate with the District and other stakeholders. This task is intended to capture the effort for the meetings, conference calls, design coordination, and project management and administration necessary for this project. We have assumed up to 10 virtual coordination meetings and up to 4 in person coordination meetings with this task.

### **TASK 2: DATA ACQUISITION**

#### **Subtask: Geotechnical Evaluation**

Kimley-Horn will Sub consult with Vivid Engineering Group, Inc. ("Vivid") to obtain geotechnical evaluation services.

The purpose of our geotechnical evaluation services will be to explore and evaluate the subsurface conditions along the proposed alignment at accessible locations along Higby Road. We anticipate boring at 22 locations within the project limits. Based on our subsurface information, we will provide a discussion of subsurface conditions and construction recommendations, as applicable, to aid in the design and construction of the proposed pipeline and pavement.

We understand that Triview Metropolitan District follows the Town of Monument Engineering Standards and Specifications, which references the City of Colorado Springs Pavement Design Criteria Manual for pavement design. Therefore, the borehole quantity and borehole spacing of 250 feet will be performed in accordance with the City of Colorado Springs Pavement Design Criteria Manual.

Engineering analysis and evaluation of the resulting field and laboratory data for use in preparing geotechnical engineering recommendations for the proposed project, will be performed. A report containing geotechnical findings, conclusions, and recommendations will be prepared. One electronic (PDF) copy of the report will be submitted to the client.

#### **Subtask: Subsurface Utility Engineering (SUE)**

Kimley-Horn will Sub consult with HKS Utility Services ("HKS") to obtain SUE investigation services.

HKS will provide a SUE Investigation for the project. SUE limits are generally defined as Right-of Way to Right-of-Way along Higby Road, from the Jackson Creek Parkway/Higby Road intersection to approximately 3,700 feet east and 100 feet of Bowstring Road north of Higby Road.

HKS will submit a subsurface utility engineering notification to the Utility Notification Center of Colorado, provide utility records research, and contact and/or meet with facility owners, as necessary. HKS will designate existing subsurface utilities within the proposed excavation area/SUE limits as necessary to develop utility alignments within the project area and mark the approximate location of existing utilities on the ground surface for subsequent survey. Utility mapping will be based on Quality Level (QL) B designation (if traceable using conventional electromagnetic utility detection

## Kimley»Horn

equipment) for all "dry utilities" (electric, gas and telecommunications) and water, QL C or QL D designation for all sanitary sewers, and QL C designation for all storm sewers (unless QL B is attainable via optical methods). QL B mapping specifically excludes non-metallic untraceable utilities, unmapped and/or abandoned utilities, irrigation systems, traffic signal loop detection systems, septic systems, and underground storage tanks. Utility mapping for all quality levels will include utility type, ownership, size and material, based on available record information provided by the utility owner.

HKS will provide a subsequent survey of all marked subsurface utilities and above-grade facilities within the SUE limits, based on project survey control provided by the Client (if applicable). Rim/grate and pipe invert elevations of accessible sanitary and storm sewer manholes and inlets will be obtained within the project limits. Pipe sizes will be obtained to the extent possible, from the ground surface.

HKS will provide an Existing Utility Plan (sealed by a Colorado Professional Engineer) and an electronic CAD deliverable of the existing utility mapping and survey. The engineer's certification is limited to proposed excavation area/SUE limits only, and the Existing Utility Plan will include, but not be limited to, the following elements:

- Horizontal utility locations;
- Quality level definitions;
- General notes;
- Utility discrepancies, issues and recommendations; and
- Utility owner information (if available).

### **Subtask: Design Survey**

Kimley-Horn will Sub consult with Centennial Land Surveying ("Centennial") to obtain Design Survey.

Centennial Land Survey will establish a horizontal and vertical survey control for design survey services. Survey will include visible improvements along Higby Road within the project limits, from Jackson Creek Parkway to approximately 500 ft. East of Harness Rd. to include the following:

- Topography;
- Edge of asphalt/curb and gutter;
- Centerline of roadway;
- Sidewalks;
- Fences;
- Visible utilities;
- Invert elevations for storm sewer and sanitary sewer manholes and inlets;
- Underground utilities as marked by 3rd party utility locating company;
- Existing property lines/right-of-way along Higby road.

Centennial will process collected survey data and provide an electronic CAD deliverable of the Design Survey.

## **TASK 3: PRELIMINARY (50%) DESIGN**

### **Subtask: Roadway Design**

Kimley-Horn will prepare a preliminary roadway design based upon the concept plan prepared by HR Green. The preliminary roadway design is anticipated to include:

- Define removal limits for curb, gutter, sidewalk, and asphalt pavement.
- Design roadway plan and profiles for the proposed curb, gutter, median and pavement widening.
- Design grading surface for the proposed improvements.
- Design proposed signage and striping.





**Subtask: Traffic Signal Design**

Kimley-Horn will prepare traffic signal modification and reconstruction design at the Intersection of Higby Rd and Jackson Creek Pkwy based on the Project Understanding per Town of Monument standards and requirements. The plans will consist of the locations of the traffic signal span wire poles, span wires, ground boxes, conduit runs, traffic signal controller, traffic signal signs, miscellaneous signal equipment, and electric pedestal service. We understand there is an existing traffic signal at the intersection, and the existing electric pedestal service is intended to remain. This task does not include time for coordination with the electric service provider to obtain power, electrical or wiring design or permitting.

**Subtask: Roundabout Design**

Kimley-Horn will prepare final design geometry for the roundabout at the intersection of Higby Rd and Bowstring Rd. The intersection lane assignments are assumed to consist of a single lane on all approaches. The roundabout is assumed to be designed to accommodate an AASHTO SU design vehicle circulating on pavement, and an AASHTO WB-67 design vehicle circulating with the use of the truck apron.

Kimley-Horn will evaluate appropriate performance checks for the intersection. The roundabout concept design will be evaluated based on guidance in *NCHRP 672 Roundabouts: an informational guide - Second Edition*, and the *Wisconsin Department of Transportation Facilities Development Manual, Chapter 11 Section 26* (Wisconsin DOT FDM 11-26). We assume the following performance checks will be evaluated:

- Intersection Sight Distance (ISD)
- Stopping Sight Distance (SSD)
- Decision Sight Distance (DSD)
- Fastest Path Movements
- Design Vehicle Turning Movements

**Subtask: Potable Water Design**

Kimley-Horn will prepare up to two (2) water line alignment alternatives for the extension of the waterline. An exhibit will be prepared for each alternative. The exhibits will be reviewed with the District. Upon selection of a preferred alternative the selected alignment will be advanced to an approximately 30% design level. The selected alternative will be included in the design exhibit prepared as part of this task.

**Subtask: Stormwater Design**

Kimley-Horn will prepare a design for the stormwater improvements required to accommodate the proposed roadway widening. The preliminary stormwater design is anticipated to include:

- Define approximate locations of new inlets and storm drain laterals
- Identify required culvert extensions
- Identify existing storm drain structures

Kimley-Horn will prepare up to three (3) conceptual water quality alternatives for the western quarter of Higby Rd, west of Bowstring Rd. This portion of the project is not accounted for in the existing downstream regional detention pond. Therefore, the future roadway widening at this location of the site will require water quality treatment. An exhibit will be prepared for each alternative. The exhibits will be reviewed with the District. Upon selection of a preferred alternative the selected water quality approach will be advanced to an approximately 30% design level. The selected alternative will be included in the design exhibit prepared as part of this task.



#### **Subtask: Lighting Design**

Kimley-Horn will provide site lighting and photometric plan for the roundabout at the intersection of Higby Road and Bowstring Road in Monument, CO. The lighting will be in accordance with Town of Monument Standards for lighting. The preliminary lighting design is anticipated to include:

- New electrical service
- Conduit and cable routing
- Panel, conduit and cable schedules (included as part of the 60% construction drawings)
- Foundation details (included as part of the 60% construction drawings)

The site lighting will be limited to the roundabout only, additional lighting outside the roundabout will be considered additional services. Photometric analysis will be based on (1) one Town of Monument complaint lighting fixture. Additional renderings, analysis or fixture comparisons will be considered additional services.

#### **Deliverables**

The design from each subtask will be prepared to an approximately 50% design level. Kimley-Horn will prepare a design exhibit displaying the anticipated improvements, associated with the design elements from each of the above subtasks. Kimley-Horn will review the design exhibit for the proposed improvements with the District. Kimley-Horn will incorporate comments on the design exhibit into the 60% construction documents.

List of deliverables for task 3 is anticipated to include:

- Up to two (2) Waterline Alignment Alternative Exhibits
- Up to three (3) Stormwater Quality Alternative Exhibits
- 50% Design Exhibit

### **TASK 4: 60% CONSTRUCTION DOCUMENTS**

Kimley-Horn will review the 50% design exhibit with the District and Town and prepare 60% construction documents. 60% construction plans are anticipated to consist of the following sheets:

- Title Sheet
- General Notes (Up to 2 Sheets)
- Summary of Approximate Quantities (Up to 2 Sheets)
- Horizontal Control Plan (Up to 2 Sheets)
- Typical Sections (Up to 3 Sheets)
- Removal and Reset Plan (Up to 7 Sheets)
- Paving Plan (Up to 7 Sheets)
- Roadway Plan (Up to 7 Sheets)
- Roadway Profile (Up to 7 Sheets)
- Construction Details (Up to 4 Sheets)
- Roundabout Plan (Up to 4 Sheets)
- Traffic Signal Plan (Up to 2 Sheets)
- Signage and Striping Plan (Up to 7 Sheets)
- Street Lighting and Photometric Plans (Up to 4 Sheets)
- Storm Sewer Plan and Profile (Up to 10 Sheets)
- Water Quality Details (Up to 4 Sheets)
- Water Line Plan and Profile (Up to 2 Sheets)
- Water Line Details (Up to 2 Sheets)

Kimley-Horn will prepare an engineer's opinion of probable cost (OPC) based on the construction documents. The OPC will be submitted with the 60% construction plans.





As part of this task Kimley-Horn will prepare Stormwater Management Plans (SWMP) and report. This task includes the design of the initial, interim and permanent construction stormwater control measures to be used for this project, the development of a seed mix, control measure quantities and general construction recommendations. Up to then (10) sheets per phase (initial, interim, and permanent) will be developed, total of up to 30 sheets.

Kimley-Horn will prepare a Drainage Report in accordance with the Project Understanding and incorporating the preferred alternative. The Report will document the existing and proposed drainage conditions associated with the roadway improvements. The Report will document the drainage ditches, culverts, storm drain drainage system, outfalls, and water quality treatment design associated with the roadway improvements. Design of detention of roadway runoff will not be included in this task. The Drainage Report will be submitted with the 60% construction plans.

**Deliverables:**

- Construction Plans
- SWMP Plans and Report
- Drainage Report
- Engineer's Opinion of Probable Cost

## **TASK 5: 90% CONSTRUCTION DOCUMENTS**

Kimley-Horn will review the 60% construction documents with the District and Town and incorporate up to one (1) round of comments and prepare 90% construction documents.

Kimley-Horn will prepare technical specifications for the proposed improvements. We assume specifications for civil improvements will be based on Town of Monument standard specifications. We assume specifications for potable water improvements will be based on the District standard specifications. Technical specifications will be submitted with the 90% construction plans.

**Deliverables:**

- Construction Plans
- SWMP Plans and Report
- Drainage Report
- Engineer's Opinion of Probable Cost
- Project Technical Specifications

## **TASK 6: FINAL CONSTRUCTION DOCUMENTS**

Kimley-Horn will review the 90% construction documents with the District and Town and incorporate up to one (1) round of comments and prepare Final construction documents.

Final construction documents will be sealed by a professional engineer registered in the state of Colorado.

**Deliverables:**

- Construction Plans
- SWMP Plans and Report
- Drainage Report
- Engineer's Opinion of Probable Cost
- Project Technical Specifications



### **TASK 7: UTILITY COORDINATION**

Kimley-Horn will provide assistance to the Client to coordinate for the relocation of the existing electric line south of Higby Rd. Design of electric facilities is assumed to be performed by the utility owner. Kimley-Horn will provide the Preliminary Design documents prepared as part of Task 3 to the utility owner. Kimley-Horn will organize and attend up to two (2) site utility meetings with representatives from the utility owner to identify alignments for relocation. Due to the unknown extent of our involvement at this time Kimley-Horn will provide these services on an hourly basis with an anticipated effort level of 40 hours budgeted. If additional services are required or requested, these will be provided at our current hourly rates as a part of this task.

### **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Construction phasing plans
- Traffic control plans
- Structural design
- Offsite channel stabilization downstream of site outfall points
- Obtaining environmental clearance
- Sanitary Sewer Design
- Stormwater detention analysis or design
- Construction phase services

### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.





### Fee and Billing

Kimley-Horn will perform the services of the tasks described herein for a lump sum fee of **\$460,000**. Included below is a breakdown of fee per task. Where applicable, the Lump Sum Fee consists of a budgeted effort (number of hours) as stated within the Scope of Services. Client will be notified, and an amendment agreed upon in the event that additional effort will be required. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Task	Fee
1. Project Meetings and Coordination	\$12,000
2. Data Acquisition	\$108,000
3. Preliminary (50%) Design	\$90,000
4. 60% Construction Documents	\$115,000
5. 90% Construction Documents	\$65,000
6. Final Construction Documents	\$62,000
7. Utility Coordination	\$8,000
Total	LS \$460,000

*(The remainder of this page intentionally left blank)*



## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Triview Metropolitan District.

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at **720.943.9961** or **adam.monchak@kimley-horn.com** if you have any questions.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read 'Adam Monchak'.

Adam Monchak, P.E.  
Project Manager

A handwritten signature in black ink, appearing to read 'Sean Hays'.

Sean Hays, P.E.  
Deputy Project Manager

A handwritten signature in blue ink, appearing to read 'Curtis Rowe'. To the right of the signature is a blue ink stamp that reads 'KHAMT 19'.

Curtis Rowe, P.E., PTOE  
Vice President

## TRIVIEW METROPOLITAN DISTRICT

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
  - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting



therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.



- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
  - The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.





▶ 1975 Research Parkway | Suite 230  
Colorado Springs, CO 80920  
Main 719.300.4140 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

June 16, 2022

Jim McGrady  
Triview Metropolitan District  
16055 Old Forest Point, Suite 302  
Monument, CO 80132

**Re: Proposal for Final Design Services for Higby Road Improvements Between Jackson Creek Parkway and Harness Road**

Dear Mr. McGrady,

Thank you for the opportunity to submit a proposal for the final design of improvements for Higby Road. The scope of the project includes the widening of Higby Road between Jackson Creek Parkway and Harness Road. In addition to widening the existing roadway a roundabout will be constructed at Bowstring Road. A separated bike/ped trail will be constructed along the south side of Higby Road while a sidewalk will be constructed on the north side. Lastly a new water main will be constructed between Jackson Creek Parkway and Cloverleaf Road.

In accordance with the Professional Services Agreement effective February 9, 2018, Triview Metropolitan District can authorize HR Green, Inc. to proceed with the subject work by specific task order. The proposed scope of work is more particularly described in the following proposal dated June 16, 2022, entitled, "Proposal for Final Design Services for Higby Road Improvements Between Jackson Creek Parkway and Harness Road".


This letter is to formalize your authorization to proceed with this work. Approving this proposal indicates a mutual understanding of the work being proposed and the related compensation to HR Green, Inc., in the lump sum amount of \$474,417 for Phases 1 through 6 and an addition \$113,432 for Optional Phase 7 if selected below.

Thank you again for the opportunity to serve the District. We look forward to completing this important project.

Sincerely,

**HR GREEN, INC.**

  
Chase Keys, PE  
Municipal Services Manager II

  
George A. Wentz, PE  
Vice President

Agreed and Accepted for Triview Metropolitan District by:

\_\_\_ Including / \_\_\_ Not Including Optional Phase 7.

Signature: \_\_\_\_\_  
James McGrady, District Manager

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

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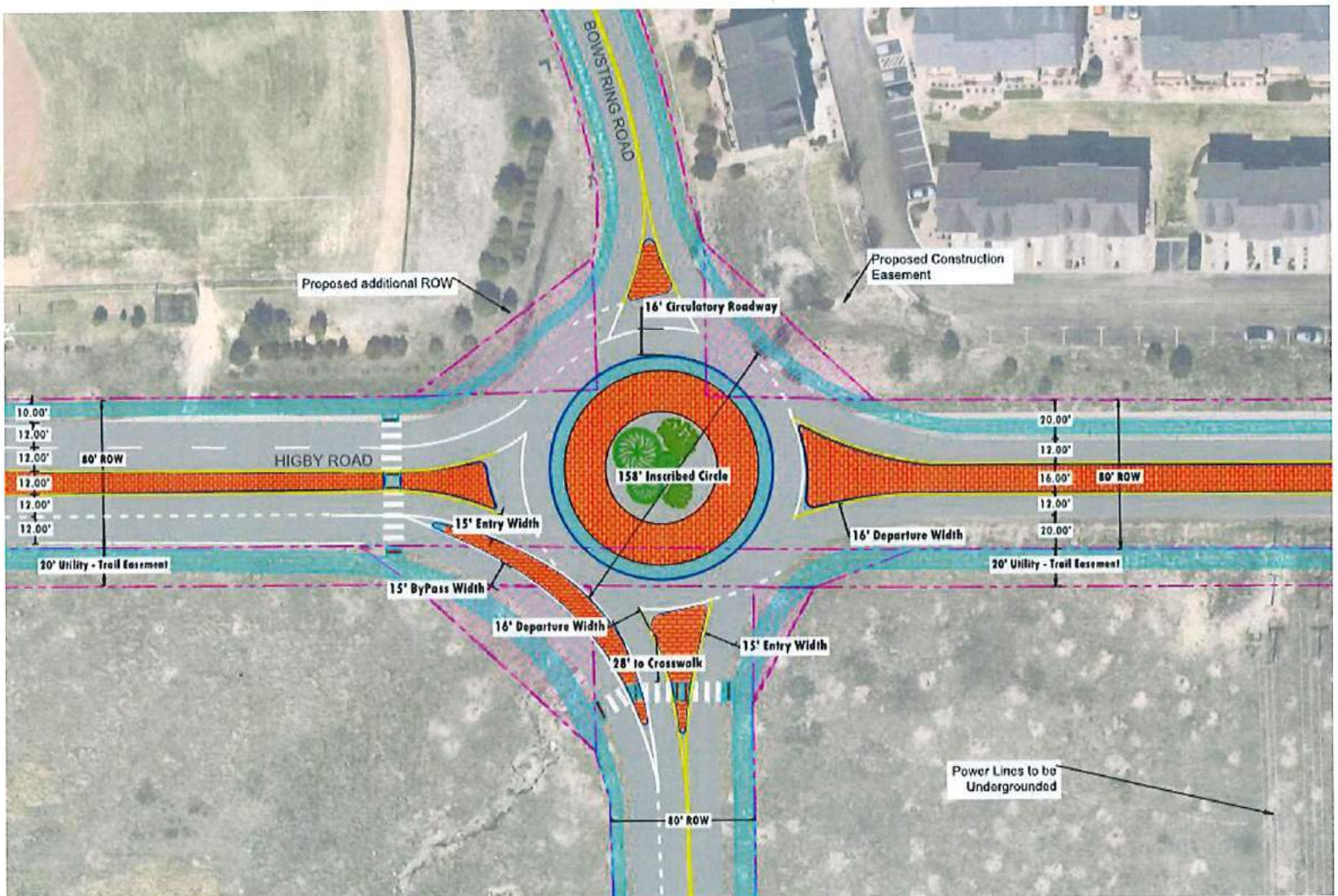


## Triview Metropolitan District

### PROPOSAL FOR

FINAL DESIGN SERVICES FOR HIGBY ROAD IMPROVEMENTS BETWEEN  
JACKSON CREEK PARKWAY AND HARNESS ROAD

JUNE 16, 2022



### Chase Keys, PE

1975 Research Parkway, Suite 230  
Colorado Springs, CO 80920

Office 719.300.4140 + Direct 719.394.2431

[ckkeys@hrgreen.com](mailto:ckkeys@hrgreen.com)

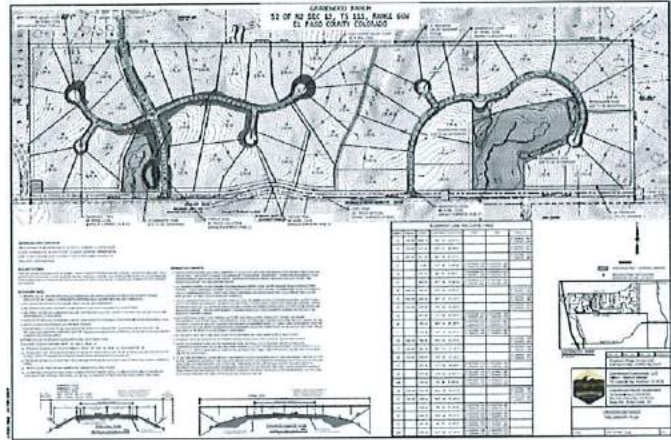


## PROJECT UNDERSTANDING

The Triview Metropolitan District is experiencing significant growth in development. There are three major developers executing developments along Higby Road:

- Home Place Ranch is developing on the south side of Higby Road and lies within the Town of Monument and Triview Metropolitan District
- Jackson Creek at the southeast corner of Higby Road and Jackson Creek Parkway
- Creekside/Grandwood Ranch is proposing development on the north side of Higby Road

The Triview Metropolitan District recently upgraded Jackson Creek Parkway south of Higby Road. The new Parkway consists of four through lanes, in addition to acceleration/deceleration lanes, left turn lanes, a wide median, a bike lane and contemplates traffic signals at major intersections as needed. This new thoroughfare is functioning well and will serve significant traffic volumes well into the future.



Located on the northern boundary of the Triview Metropolitan District, Higby Road remains largely unimproved east of Cloverleaf Road. A previous study completed by HR Green in September 2021 studied the future projected traffic volumes along the corridor, determined likely traffic movements at existing and proposed intersections, identified recommended road improvements, and provided an engineer's opinion of probable cost for these improvements.

While a major improvement project with four through lanes (similar to Jackson Creek Parkway) could also accommodate large increases in traffic volumes due to the proposed developments, the study completed by HR Green revealed that an alternate geometric design approach would be sufficient for the portion of Higby Road east of Bowstring Road. Specifically, it is believed that a well-designed section with only two through lanes, along with roundabouts at the major intersections could comfortably accommodate the contemplated increases / large volumes well into the foreseeable future. Moreover, narrower, well-designed sections with roundabouts have the potential to improve traffic flow and reduce the severity of accidents common to signalized intersections.

**This proposal is for final design services to be provided to Triview Metropolitan District for Higby Road between Jackson Creek Parkway and Harness Road to accommodate increased traffic due to development and the recent inclusion of Higby Road in the District.**

The scope of work that will be designed as part of this project will be to widen Higby Road to five (5) lanes between Jackson Creek Parkway and Bowstring Road and three (3) lanes between Bowstring Road and Harness Road. A separated bicycle/pedestrian path will be located on the south side of the roadway while a sidewalk will be located on the north. Intersection improvements including traffic signal modifications are included at the Jackson Creek Parkway intersection and will be coordinated with the Jackson Creek Parkway Improvements currently being designed by the Town of Monument. A roundabout will be constructed at the intersection of Higby Road and Bowstring Road that will accommodate the loss of one travel lane in each direction at the intersection. Acceleration/deceleration and turn lanes will be provided at each intersection as needed. New drainage facilities will be constructed as needed based off a drainage analysis to be completed. In addition to the street improvements, a new water main will be constructed along Higby Road from Jackson Creek Parkway to Cloverleaf Road.

The improvements to be designed are all in accordance with the previous study completed for Higby Road.



## PROPOSED SCOPE OF WORK

### PHASE 1 – PROJECT MANAGEMENT

#### TASK 1.1 – PROJECT ADMINISTRATION

The Project Manager will provide project administration services to manage the scope, schedule and budget and maintain project correspondence files. Scope will include prepare a work breakdown structure and work plan, updating work plan and preparing monthly invoices against percent complete.

The scope also includes periodic team meetings with various task leads to discuss project progress and design elements to provide a seamless integration of preliminary design including periodic correspondence with the client and general administrative tasks.

#### TASK 1.2 – MEETINGS AND GENERAL COORDINATION

This project will require coordination and meetings with various agencies and stakeholders. This includes general coordination and meetings with the selected CMGC. The meetings are as described below.

- One (1) project kick-off meeting with the client
- Four (4) progress meetings with the client
- Two (2) utility coordination meetings
- Three (3) meetings with the CMGC

Meeting Time and Specifications include:

- HR Green will have up to two (2) representatives at all meetings
- A maximum of four (4) hours per meeting have been allotted for all meetings, including travel time
- Meeting preparation time of two (2) hours per representative for progress and coordination meetings
- Preparation and distribution of meeting agendas and minutes will be provided for all meetings

#### TASK 1.3 – QA/QC

Quality Assurance and Quality Control will be provided in accordance with HR Green's current QA/QC plan. A separate office not involved in the preparation of plans will provide an independent review of the plans. A constructability review by qualified construction personnel will also be provided as part of the QA/QC process.

#### Phase 1 Deliverables:

- ▶ Meetings agendas/minutes
- ▶ Invoicing
- ▶ QA/QC Plan

### PHASE 2 – PROJECT RESEARCH AND INVESTIGATION

#### TASK 2.1 – ENGINEERING DESIGN SURVEY

The desired surveying services will include, but not be limited to the gathering of topographical survey data and providing digital submissions. It is understood that the final work product will be a complete survey that will contain all known site features and will be ready for use as a base drawing for final engineering plans and will include:

- Topographic mapping with 1' contour intervals
- Mapping of existing and observed planimetric improvements
- Existing roadway improvements
- Existing fence lines
- Mapping of record easements, and rights of way per the recorded plats and/or County assessor data
- Mapping of applicable FEMA floodplains
- Location, caliper, diameter, and genus of tree 4" diameter and larger

#### TASK 2.2 – SUBSURFACE UTILITY ENGINEERING

A Subsurface Utility Engineering (SUE) plan and report will be prepared for the project. This item is limited to SUE services only and does not include design and engineering of proposed features. This item will be performed in



accordance with Colorado Revised Statutes, Title 9, Article 1.5 and with ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). This item includes:

- Utility records research, including notification to the Utility Notification Center of Colorado
- Utility designation
- Utility survey of all marked subsurface utility and above grade facilities including rim/grate and pipe invert elevations of accessible sanitary and storm sewer manholes and inlets
- Existing utility plan sealed by a Colorado Professional Engineer
- Quality Level A review. We will determine where Quality Level A may be required. If it is determined that test hole services are required, those can be provided for an additional fee.

### **TASK 2.3 – UTILITY COORDINATION**

HR Green will utilize the information obtained in task 2.2. Test holes will be requested from utility companies at critical locations, if needed. A Utility Conflict Assessment will be completed for the project. A list of utility conflicts will be developed and summarized. HR Green will analyze horizontal and vertical separation from other utilities, both public and private, as appropriate.

It is understood that there may be utility relocations necessary as part of this project. Our team will act as the primary point of contact with the conflicting third-party utility owners. No detailed designs of utility relocations or replacements will be completed as part of this contract. This task includes coordination with Mountain View Electric Association, Inc. for the relocation of their existing facilities along the south side of Higby Road.

### **TASK 2.4 – GEOTECHNICAL INVESTIGATION**

A total of thirteen (13) borings are included with our scope of services. Handheld GPS equipment will be used to locate the borings. The proposed borings will be drilled to a depth of 10 feet in the planned roadway areas and 5 feet within the existing roadway. Field boring logs will be prepared as part of the standard drilling. Final boring logs will then be prepared representing the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests. All borings will be backfilled with auger cuttings. Pavement will be patched with cold patch asphalt or ready-mix concrete.

We will obtain roadway permits from the Town of Monument prior to our field exploration. We assume we can perform the work Monday through Friday within normal working hours.

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork. The anticipated laboratory testing may include the following:

- Water content
- Dry unit weight
- Atterberg limits
- Swell/consolidation
- Grain size analysis
- Moisture-density relationship (Standard Proctor)
- California bearing ratio (CBR)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

The geotechnical engineering report will provide the following:

- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Computer generated boring logs
- Groundwater levels observed during and after the completion of drilling
- Subgrade preparation/earthwork recommendations
- Utility installation recommendations
- Recommendations for design and construction of exterior flatwork
- Recommended pavement options and design parameters

#### **TASK 2.5 – PREPARE BASE MAPS**

Base maps will be prepared in AutoCAD based off the information collected as part of tasks 2.1 and 2.3. The project base maps will include centerline, right-of-way, property lines and addresses, edge of pavement, curb, gutter, sidewalk, driveways, existing striping as well as existing utilities.

#### **TASK 2.6 – FIELD RECONNAISSANCE**

After the completion of the project base map, HR Green will perform a thorough field review to gain a good understanding of the existing conditions and verify the accuracy of the base maps. A second field review will be performed after substantial design completion.

#### **Phase 2 Deliverables:**

- ▶ Survey base map
- ▶ SUE plan
- ▶ Utility coordination letters (up to three (3))
- ▶ Utility Coordination Matrix
- ▶ Geotechnical engineering report

### **PHASE 3 – DRAINAGE ANALYSIS**

Based on the findings and the proposed roadway geometry, we will calculate the required inlet spacing for a 10-year design storm event.

We will route the proposed storm sewer to the existing or proposed outlets. Runoff rates will be determined for each inlet's individual tributary area and the storm sewer sized using the Rational Method. A 10-year frequency storm will be used for design and the system will be checked for the 100-year storm event.

Based on a review of existing field conditions, there are four cross culverts within the project limits. The culverts will be analyzed for existing and proposed conditions. A narrative and supporting calculations will be provided verifying the sizing of the proposed culverts/storm sewers.

A drainage technical memo will be prepared that will describe the existing and proposed conditions and summarize the findings and recommendations.

This analysis does not include any off-site detention.

#### **Phase 3 Deliverables:**

- ▶ Drainage technical memo

### **PHASE 4 – ENVIRONMENTAL ASSESSMENT**

To evaluate potential presence of sensitive biological resources within and near the project site, we will conduct a desktop review of the following data sources: aerial imagery; ground-based photography; the US Fish and Wildlife Service, Information for Planning and Consultation system, and National Wetlands Inventory maps; Colorado Parks and Wildlife Species profile webpage; Colorado Natural Heritage Program data; and US Geological Survey topographic maps.



There is potential habitat for the Preble's meadow jumping mouse, a federally listed threatened species, on the south side of Higby Road. A biologist will conduct a habitat assessment of the area. Observations and findings will be documented photographically and via field notes. All suitable habitat will be mapped in a Geographical Information System (GIS) and shared with the project design team

If sensitive resources are observed, we will work to develop measures for avoiding, minimizing, or mitigating potential impacts. Results of the analysis and mitigation measures will be documented in a brief technical report.

This scope of work does not include the necessary actions if sensitive resources cannot be avoided.

#### **Phase 4 Deliverables:**

- Biological resources technical report

### **PHASE 5 – CONCEPTUAL AND PRELIMINARY PLANS AND SPECIFICATIONS (30% AND 60%)**

Plans for the proposed roadway, traffic signals, roundabouts, and lighting improvements along Higby Road will be prepared and submitted to the client for review and approval. Submittals to the client will occur at the 30% and 60% milestones. Submittals will also be coordinated with the CMGC. A full complete signed set of plans is not included as part of this phase.

#### **TASK 6.1 – PLANS**

The contract plans will consist of the following sheets:

- Cover Sheet – (1 Sheet)
- Index of Sheets / List of Standards – (1 Sheet)
- General Notes – (1 Sheet)
- Summary of Approximate Quantities – (1 Sheet)
- Typical Sections – (2 Sheets)
- Alignment, Ties, and Benchmarks – (2 Sheets)
- Geometric Control – (3 Sheets)
- Roadway Plan and Profiles – (40 scale – 6 Sheets)
- Roadway Details – (6 Sheets)
- Intersection Pavement Elevation Plans – (20 scale – 4 Sheets)
- Existing Utilities – (40 Scale – 4 Sheets)
- Drainage Plan and Profiles – (40 scale – 6 Sheets)
- Pavement Marking and Signage Plans – (40 scale – 4 Sheets)
- Traffic Signal Plans – (20 scale – 1 Sheet)
- Lighting Plans – (40 scale – 4 Sheets)
- Water Main Plan and Profiles – (40 scale – 6 Sheets)
- Erosion Control Plans – (40 scale – 4 Sheets)

#### **TASK 6.2 – SPECIFICATIONS**

HR Green will prepare contract specifications for the proposed work. Specifications will cover non-standard pay items and project specific requirements. Submittal of contract specifications will be at the 60% submittal only.

#### **TASK 6.3 – ENGINEER'S OPINION OF PROBABLE COST**

An Engineer's Opinion of Probable Cost (EOPC) for the project will be prepared and submitted to the client for review at each submittal phase. The EOPC will cover all pay items anticipated for successful construction of the project.

#### **Phase 6 Deliverables:**

- 30% plans and EOPC
- 60% PS&E

## OPTIONAL PHASE 6 – 90% CONTRACT PLANS AND SPECIFICATIONS

After approval of the preliminary plans and specifications as part of Phase 5, HR Green will continue with the design to get to final constructable plans (roughly 90%) in coordination with the District's selected CMGC. Submittals to the client and the CM/GC will occur at the 60% and 90% milestones.

### TASK 7.1 – CM/GC COLLABORATION

The HR Green team will continually collaborate with the selected CMGC for innovative designs, risk management, constructability analysis, contractor alternatives, value engineering, schedule optimization, and recommendations on long lead construction items. If this task is awarded the coordination will begin during the early design stages.

This task will include up to three (3) additional meetings with the CMGC.

### TASK 7.2 – PLANS

The contract plans will consist of the same sheets as listed in Phase 5.

### TASK 7.3 – SPECIFICATIONS

HR Green will finalize the contract specifications for the proposed work.

### TASK 7.4 – ENGINEER'S OPINION OF PROBABLE COST

The EOPC will be updated based on feedback and recommendations from the District and their selected CMGC at each submittal.

### Phase 7 Deliverables:

- ▶ 90% PS&E

## ITEMS NOT INCLUDED IN CONTRACT

The following services are not included in the contract. These services are available at an additional cost under a separate contract.

1. Sanitary Sewer plans
2. Construction Staging plans and details
3. Landscaping plans (other than restoration)
4. Off-site detention ponds
5. Preparation of bid package / bid review
6. Construction layout and/or construction observation
7. Permit Fees (to be paid by the District)
8. Right of way acquisition maps
9. Right of way negotiations and acquisitions
10. Extensive environmental studies should environmentally sensitive habitat be found and not avoided



## PROPOSED FEE

### PHASES 1 THROUGH 5

TASK	PROPOSED FEE
PROJECT MANAGEMENT/MEETINGS	\$39,500
PROJECT RESEARCH/INVESTIGATION	\$176,920
Engineering Design Survey	\$17,492
Subsurface Utility Engineering (SUE)	\$95,405
Utility Coordination	\$29,000
Geotechnical Investigation	\$27,535
Base Maps	\$2,448
Field Reconnaissance	\$5,040
DRAINAGE ANALYSIS	\$15,955
ENVIRONMENTAL ASSESSMENT	\$8,488
CONCEPTUAL AND PRELIMINARY PLANS AND SPECIFICATIONS (30% AND 60%)	\$231,904
Plans	\$219,300
Specifications	\$7,570
Engineer's Opinion of Probable Cost	\$5,034
REIMBURSABLES	\$1,650
<b>TOTAL PROPOSED FEE</b>	<b>\$474,417</b>

### OPTIONAL PHASE 6

TASK	PROPOSED FEE
90% CONTRACT PLANS AND SPECIFICATIONS	\$112,882
CM/GC Coordination	\$12,900
Plans	\$94,900
Specifications	\$2,565
Engineer's Opinion of Probable Cost	\$2,517
REIMBURSABLES	\$550
<b>TOTAL PROPOSED FEE</b>	<b>\$113,432</b>

## **RESOLUTION 2022-05**

### **Resolution of the Triview Metropolitan District Concerning IGA with Town of Monument, Sales Tax Sharing, and Law Enforcement Tax**

WHEREAS, the Triview Metropolitan District ("Triview") was formed in 1985 as a quasi-municipal corporation and political subdivision of the State of Colorado, to provide water, sanitation, storm drainage, streets, transportation improvements, and park and recreation improvements, for the benefit of the District's residents and property owners; and,

WHEREAS, an Intergovernmental Agreement (as amended, the "IGA") was entered into by the Town of Monument ("Town") and Triview on September 22, 1987. As part of that agreement, the Town agreed to share tax revenue with Triview in recognition of the fact that Triview would be providing the services listed to the Town's residents within Triview's boundaries; and,

WHEREAS, on January 11, 1999, the Town approved Emergency Ordinance No. 1-99, which amended the IGA between Triview and the Town, providing for the tax sharing and financing arrangement in use by the Town and Triview today. Section 7.3(c) of the Ordinance states:

Commencing on the date of recordation of the first final plat within the boundaries of the District, as compensation for the performance by [the] District of the services set forth in Subparagraph 7.3(a) through (6) inclusive, the following percentage of those revenue sources set forth in Subparagraph (a) shall be paid to the District. The provisions of this Subsection shall be effective until such time as they are amended by agreement of the parties. Said percentages of said revenue sources are as follows:

Ad Valorem Taxes: 50%  
Specific Ownership: 50%  
Sales Taxes: 50%  
Use Taxes: 50%

As a result, the amended IGA provides that 50% of all the tax revenue generated by the Town in each of these four categories, including sales tax, is to be shared with Triview; and,



WHEREAS, notwithstanding this longstanding contractual obligation, in 2021 the Town referred Ballot Issue 2F to its citizens, which increased the Town's sales tax from 3% to 3.5%, with the stated purpose of funding the Monument Police Department. Triview's board of directors is a proponent of public safety and wants to see that the Police Department is properly funded; however, the language of Ballot Issue 2F attempts to bypass the Town's contractual obligations under the IGA. It states, in relevant part:

Shall the Town of Monument, Colorado, sales taxes be increased \$1,650,000 in 2022 by the imposition of an additional sales tax of .50% (increasing the Town's sales tax from 3% to 3.50%), commencing January 1, 2022; and thereafter **shall the Town of Monument be entitled to exclusively collect, retain, and spend the full revenues from such tax increase without contractual, statutory or constitutional limitation or condition, including local intergovernmental agreements . . .**

WHEREAS, for an extended period of time prior to the November 2021 election, which included Ballot Issue 2F, Triview's staff attempted to discuss with Town staff the District's concerns with the wording of Ballot Issue 2F, specifically that the IGA unequivocally provides that Triview will receive 50% of all sales tax revenue collected within Triview's boundaries, asserting that the Town cannot bypass or nullify an contractual obligations through an election; and,

WHEREAS, Triview proposed an amendment to the IGA to specifically allow the Town to retain Triview's share of the sales tax increase subject of Ballot Issue 2F provided such funds be spent by the Town only to fund the Police Department beyond the Town's historical budgeting for law enforcement, as represented to the public in advance of the Ballot Issue 2F election. While the Town's initial response was to so amend the IGA, after preliminary discussions on the language of the IGA Amendment, Triview's continued attempts to engage the Town on this issue were met with silence, aside from assurances that the Town would address the situation after the election; and,

WHEREAS, at the November 2021 election, Ballot Issue 2F was approved by the Monument voters, and the additional sales tax revenue provided therein began to be collected by the Town for use solely by the Town, despite express provisions to the contrary remaining in the IGA; and,

WHEREAS, the purpose of Triview's proposed amendment to the IGA was: 1) to specifically allow the Town to retain Triview's share of the sales tax revenue generated by Ballot Issue 2F; 2) to document public statements of the Town Manager and Police Chief in support Ballot Issue 2F, that the Town would not decrease its funding of law enforcement from historical sources, but rather supplement such historical funding with Ballot Issue 2F revenues; and, 3) ensure that Town actions in collecting and utilizing the



revenue collected pursuant to Ballot Issue 2F would not be violative of the Town's clear obligations under the IGA. Triview believed this proposed solution to be simple, fair, and in light of the clear language of the IGA, to have prevented the Town's ongoing breach of the IGA; and,

WHEREAS, the District was recently provided with a copy of Town of Monument Resolution 65-2021, enacted by the Town Board of Trustees on or about \_\_\_\_\_, 2021, which by its terms encouraged future Boards to follow the intent of the Ballot Issue 2F, utilizing the funds generated thereby to supplement the police department's historical funding from the Town's general operating funds. While the District applauds the intent of this Resolution, such resolution does not bind future Boards, while IGA's and approved ballot language does. Triview continues to believe that an amendment to the IGA, as proposed, would cure the Town's ongoing breach and provide a binding contractual obligation for future Boards, ensuring the Town will continue to honor its commitment to law enforcement; and,

WHEREAS, it is Triview's understanding that the Town is pursuing in 2022 an additional sales tax increase for parks and recreation purposes. Triview has serious concerns that this ballot initiative, too, may seek to avoid the Town's contractual obligations under the IGA as concerns tax sharing with Triview, despite Triview being tasked with parks and recreation services within the boundaries of the District. Triview is unwilling to allow the setting of precedent that the Town may violate its contractual obligations under the IGA simply by seeking voter approval of such a breach.

NOW THEREFORE, the following Resolution is made by the Triview Board of Directors in regards to Triview and the Town's respective obligations under the IGA, specifically as concerns tax sharing:

Upon discussion and unanimous affirmative vote of the District's Board of Director's during public session of the Board meeting held May 19, 2022, following statutorily-sufficient provision of notice of such discussion item, and following provision of a draft of this Resolution to the Town of Monument's staff, it is so resolved that:

In order to rectify conflict between the Town's obligations under the IGA and the voter-approved Ballot Issue 2F, and to ensure continued goodwill and cooperation between Triview and the Town, Triview's Staff is directed to continue to diligently pursue agreement from the Town to establish an appropriate amendment to the IGA, allowing the Town to legally use Triview's share of funds generated from the sales tax increase approved by Ballot Issue 2F in accordance with the Town's publicly stated goals and intentions. It is further resolved that:

Such an amendment to the IGA will act to cure the Town's ongoing breach of the express terms of the IGA, while also respecting the voice of the voters in approving Ballot



Issue 2F, and avoid potentially costly legal disputes between governmental entities that should be cooperating to improve the lives of the Town's residents and taxpayers.

Dated this 23rd day of June, 2022.

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Mark Melville, President  
Triview Metropolitan District

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Marco Fiorito, Vice President  
Triview Metropolitan District

**TOWN OF MONUMENT  
RESOLUTION NO. 65-2021**

**A RESOLUTION REGARDING THE TOWN OF MONUMENT'S CONTINUING  
COMMITMENT TO PUBLIC SAFETY**

**WHEREAS**, on July 19, 2021, the Town's Board of Trustees (Board) approved the placement of Question 2F on the November 2, 2021 ballot;

**WHEREAS**, on November 2, 2021, the Town's voters approved the passage of Question 2F;

**WHEREAS**, with the passage of Question 2F, the Town's voters approved a .5% increase in the Town's collected sales tax;

**WHEREAS**, the clear language of Question 2F requires the full revenues from this tax increase to be used exclusively to provide dedicated funding to the Town's police department to pay for the following public safety needs:

- the hiring, training, and employment of eight (8) more police officers to reduce call response times;
- overdue maintenance and replacement of patrol cars in the department fleet;
- the hiring of a detective to handle sensitive issues like sexual assault and criminal case follow up on larger investigations;
- a unit of special enforcement officers to focus on combating vehicle break-ins, drug dealing, residential burglaries and human trafficking; and
- the replacement of essential public safety equipment and the provision of enhanced police services.

**WHEREAS**, the Board previously budgeted the following sums to the Town's police department for general operating expenses:

- 1.8 million in 2018;
- 2.3 million in 2019;
- 2.4 million in 2020; and
- 2.6 million in 2021.



**WHEREAS**, when the Board approved the placement of Question 2F on the November 2, 2021 ballot, it contemplated the use of Question 2F funds only as a supplementary source of funds for the Town's police department.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MONUMENT:**

The Board encourages future Board of Trustees to *maintain* the above level of commitment of funds to the Town's police department for general operating expenses; and

The Board encourages future Board of Trustees to use Question 2F funds only to *supplement* the Town's police department's general operating expenses, and not as a means to replace the Town's basic commitment to public safety.

**PASSED AND RESOLVED** by the Board of Trustees of the Town of Monument, Colorado, this 15<sup>th</sup> day of November 2021, by a vote of 7 for and 0 against.

TOWN OF MONUMENT

By: \_\_\_\_\_

Don Wilson, Mayor

ATTEST:

Laura Hogan  
Laura Hogan, Town Clerk





## MEMORANDUM

**TO:** Board of Directors, Triview Metropolitan District  
**FROM:** George M. Rowley  
**RE:** Conflicts of Interest

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As public officials, directors are required to disclose conflicts of interest they have with regard to matters concerning the District. Our office has prepared the attached form and the guidance below for your use in identifying and disclosing any conflicts of interest you might have. While our office attempts to assist you in identifying matters in which you may have a personal, private or financial interest, it remains your responsibility to carefully evaluate these issues and determine whether they may constitute a conflict. We recommend you consider consulting independent legal counsel as our firm is counsel to the District and does not and cannot represent directors in their individual capacities. It is important to note that we are not suggesting that conflicts exist; rather, we are reminding you of this issue so you can evaluate it going forward.

The penalties for failure to comply with the conflict of interest laws can be severe. The penalty for failing to disclose a conflict of interest related to actions taken in your official capacity as a director is a Class 2 misdemeanor. In addition to potential criminal prosecution and personal liability, any transaction of the public body involving a conflict of interest of a board member may also be voided.

The following material is designed to assist you in evaluating your personal, private and financial interests related to actions you take as a Board member. Please take the time to review the following information from the Colorado Code of Ethics and the Special District Act to determine whether conflicts exist that require disclosure.

### **Statutory Provisions Governing Conflicts of Interest**

The Special District Act requires directors to disqualify themselves from voting on an issue where a conflict of interest exists unless the director has disclosed such conflict and his or her vote is necessary for a quorum of the Board. As a director on the board of a local government, you are considered to hold a public trust and a fiduciary duty to the people of the State of Colorado. To uphold this fiduciary duty, a director must follow certain rules concerning the disclosure of conflicts of



interest. Before a director can know whether to abstain on a matter in which he or she has a conflict, the director must first recognize the existence of the conflict and file appropriate disclosures.

### **Conflict of Interest Evaluation Guidelines.**

"Conflict of Interest" is not expressly defined by statute; instead, its meaning has evolved through court decisions. A conflict of interest is generally considered to exist if a director has a private interest or personal stake in a matter such that they will be tempted to serve their own purposes to the prejudice of the public. All directors should evaluate their personal or private interest(s) in relation to the public interest of the local government. The types of personal and private interests to be evaluated include a director's financial interests, real estate interests, stock interests, and the positions held by a director in his or her business(es), employment or other undertakings. All directors should determine whether the personal interest is direct enough and/or substantial enough that it has, may have, or might be perceived to have, an influence upon the affairs of the local government.

Included among director actions that should be considered and evaluated are decisions to award contracts and hire employees. The director's interest does not necessarily need to be direct. The courts have found conflicts of interest to exist where a director is a partner or a controlling stockholder of an entity contracting with the district, or where the director has an interest in a subcontractor to an entity contracting with the district.

If a conflict of interest, or potential conflict of interest, exists with respect to a specific transaction, the director must disclose the conflict to both the Secretary of State and to the Board at least 72 hours before the meeting at which the transaction will be considered. The director must then abstain from taking any official action on the transaction unless his or her participation is necessary to comprise a quorum or otherwise enable the Board to act. The actual language taken from the Code of Ethics regarding the extent of disclosure required is reprinted below for your reference. The more detailed the description of the conflict, the stronger the director's defense will likely be with respect to the conflict in the event of a challenge.

**§ 24-18-110, C.R.S.:** [The director] shall make the disclosure in writing to the secretary of state, listing the amount of his financial interest, if any, the purpose and duration of his services rendered, if any, and the compensation received for the services or such other information as is necessary to describe his interest. If he then performs the official act involved, he shall state for the record the fact and summary nature of the interest disclosed at the time of performing the act. Such disclosure shall constitute an affirmative defense to any civil or criminal action or any other sanction.

In summary, when you are reviewing the Conflicts Disclosure Form and the agenda for each meeting, you should:

Consider the financial interests, if any, which you hold, including:

- Financial interests in business(es), including stock ownership;
- Real estate interests within the district and without the district if it may be related to or benefited from the development within the district; and

- Other interests or positions of authority, if any, which you hold in business(es), such as being an officer, director, legal counsel, consultant, agent, employee or representative.

Consider the issues that may require official action by the Board, and any other matter that may be considered at the meeting, including the following:

- Awarding contracts and entering into other agreements;
- Employment decisions; and
- Any other transactions proposed or pending before the Board.

Consider whether your personal or private interest could, or could be perceived to be, affected by the official action which will be taken by the Board.





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

**DISBURSEMENTS OVER \$5,000**  
**June 23, 2022**

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

- 1. Donala Water & Sanitation District** **\$48,442.46**  
Enterprise Fund –Wastewater Operations -Wastewater-System-Wastewater –  
TF/Donala/IGA
- 2. Morton Buildings, Inc.** **\$121,363.00**  
General /Enterprise Fund – Vehicles & Equipment – Storage/Garage Building
- 3. Monson, Cummins & Shohet, LLC** **\$15,555.85**  
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet
- 4. Brownstein Hyatt Farber Schreck, LLP** **\$14,450.06**  
Capital Project –Enterprise – Water Improvements – AVIC Change Case
- 5. JDS Hydro Consultants** **\$13,977.50**  
General/Enterprise Fund – Professional Services – Professional Services Engineering
- 6. JDS Hydro Consultants** **\$72,886.70**  
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater  
Design & Permitting – Northern Delivery System
- 7. Clark Land Surveying, Inc.** **\$6,950.00**  
Capital Project –Enterprise – Water Improvements – South Reservoir – Improvements

- 8. Hydro Resources Rocky Mt** **\$12,075.00**  
Capital Projects - Enterprise - Wells - Rehab A-1 & D-1
- 9. N.E.S. Inc.** **\$16,348.55**  
Capital Project - Enterprise - Water Improvements - AVIC Change Case
- 10. LRE Water** **\$11,531.35**  
Capital Project - Enterprise - Water Improvements - Pueblo Reservoir -  
Excess Capacity Leasing & Permitting
- 11. Today's Nursery** **\$9,608.25**  
Capital Project -General -Park & Street Improvements -Streetscape Improvements  
Leather Chaps & Baptist Road
- 12. Deere & Ault** **\$8,873.00**  
Capital Project -Enterprise - Water Improvements - Central Reservoir - Powerline  
Relocation and Permitting
- 13. Deere & Ault** **\$19,666.19**  
Capital Project -Enterprise - Water Improvements - South Reservoir- Improvements
- 14. Martin Marietta** **\$142,540.90**  
Capital Project - General - Parks & Street Improvements - Street Improvements
- 15. MCMS, Inc.** **\$346,806.99**  
Capital Project -Enterprise - Water Improvements - South Reservoir -  
Improvements

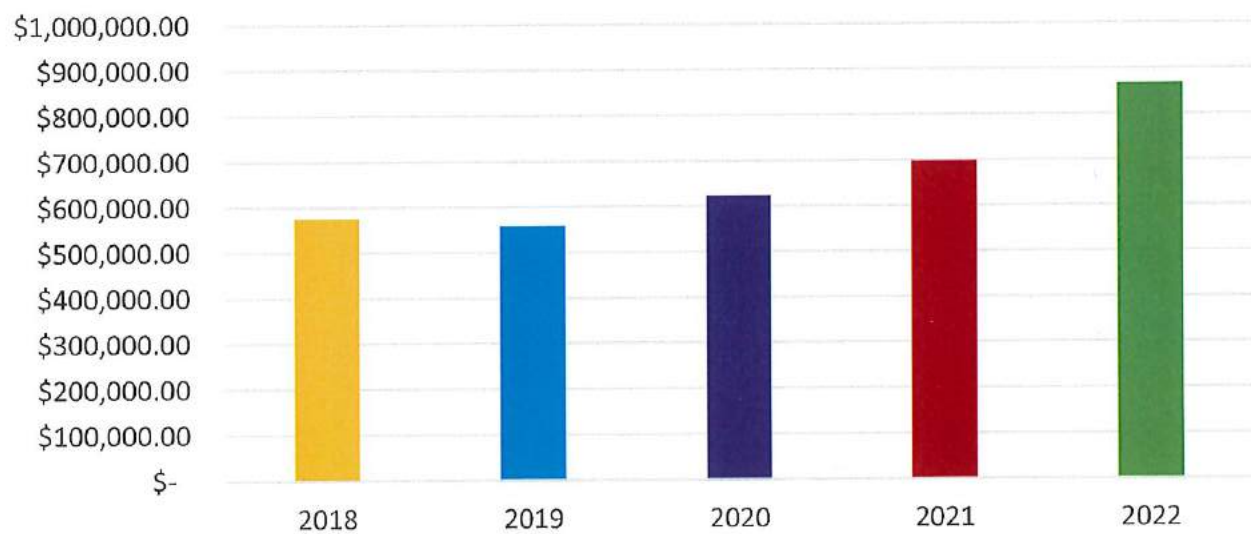
**Total Over \$5,000.00 = \$861,075.80**





**TRIVIEW METROPOLITAN DISTRICT**  
**Financial Statements**  
**May 2022**  
**Unaudited**

**Town of Monument**  
Sales Tax Revenue  
April - YTD  
2018 thru 2022





**CASH POSITION**  
**May 31, 2022**

# TRIVIEW METROPOLITAN DISTRICT

## Cash Position - 2022

Fund/Account	Balance												
General/District Fund Accounts	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-21	Sep-22	Oct-22	Nov-22	Dec-22
<b>General Fund - Checking Account</b>													
KeyBank #1567	347,243	274,470	336,806	195,260	165,585	250,342							
<b>General Fund Investment Account - Sales Tax Revenue</b>													
ColoTrust #8002	4,695,828	4,721,498	5,260,335	6,511,837	7,063,743	6,174,401							
Transfer in Process			(913,000)	(1,212,000)	(1,600,000)								
<b>General Fund Cash Accounts</b>	5,043,071	4,995,968	4,664,141	5,495,097	5,629,328	6,424,743	0	0	0	0	0	0	0
<b>Enterprise Fund Accounts</b>													
<b>Enterprise Fund - Checking Account</b>													
KeyBank #1575	470,610	331,144	285,965	388,313	533,518	365,419							
<b>Enterprise Fund Reserve Account</b>													
ColoTrust #8001	8,917,704	8,918,261	8,918,932	8,920,843	8,924,137	7,929,939							
<b>Enterprise Fund - Money Market</b>													
KeyBank #7892	461,090	461,094	461,097	461,101	461,105	461,109							
<b>Tan Fee Escrow Account</b>													
ColoTrust #8003	791	791	791	791	791	792							
<b>Escrow Account-Renewable Water Fees</b>													
ColoTrust #8004 - GL #500-100-102.06	1,784,021	1,784,132	1,784,267	1,784,649	1,785,308	1,786,508							
<b>Escrow Account-Sewer and Water Impact Fees</b>													
ColoTrust #8006	721,755	721,800	721,854	722,009	722,276	722,761							
<b>Enterprise Fund Cash Accounts</b>	12,355,971	12,217,222	12,172,906	12,277,706	12,427,135	11,266,528	0	0	0	0	0	0	0
<b>Capital Projects Fund Accounts</b>													
<b>Capital Projects Fund Checking Account</b>													
KeyBank #2516	2,245,013	1,903,188	1,147,143	1,216,216	1,225,405	1,175,523							
<b>Capital Projects Fund-MI-PB Escrow</b>													
KeyBank #3676	0	1,645,422	1,645,422	1,638,352	1,638,352	1,635,470							
<b>Capital Projects Fund-General-Highway Escrow</b>													
KeyBank #9922	2,149,954	2,149,954	2,149,954	2,149,954	2,149,954	2,219,954							
<b>Capital Projects Fund Cash Accounts</b>	4,394,967	5,698,564	4,942,519	5,004,522	5,013,711	5,030,947	0	0	0	0	0	0	0
<b>2016 Bond Funds - Restricted</b>													
<b>Series 2016 Bond Fund</b>													
Colorado State Bank and Trust/BOK Financial	325	325	325	325	2,119,036	1,194,987							
Transfer in Process			913,000	1,212,000	1,600,000								
<b>Series 2016 Revenue Fund - (Property Tax)</b>													
Colorado State Bank and Trust/BOK Financial	2,120,381	2,117,965	2,118,100	2,118,259	1	1,600,727							
<b>Bond Funds - Totals - Restricted</b>	2,120,706	2,118,290	3,051,425	3,330,584	3,719,037	2,795,714	0	0	0	0	0	0	0
<b>Total Cash - All Funds</b>	23,914,715	25,030,044	24,830,991	26,107,909	26,789,211	25,517,932	0	0	0	0	0	0	0
<b>Month to Month Change</b>		1,115,329	(199,053)	1,276,918	681,302	(1,271,279)	0	0	0	0	0	0	0

Note 1: Bond Interest payments made in May.

Restricted Accounts



# **FUND BALANCE SUMMARY**

**May 31, 2022**

# TRIVIEW METROPOLITAN DISTRICT

May 31, 2022

## Fund Summary

### GENERAL FUND

	Public Works/ Streets	Parks and Open Space	Debt Service	Total
Total Revenue	\$ 1,154,374	\$ 680,797	\$ 1,812,095	\$ 3,647,266
Total Expenditures	527,012	366,014	953,824	1,846,849
Net Excess (Deficiency)	\$ 627,362	\$ 314,784	\$ 858,271	\$ 1,800,417
Less: Transfer to Capital Projects Fund				\$ 195,062
Transfer to Enterprise Fund				\$ 315,000
Net Excess (Deficiency) - 2022				\$ 1,290,355
Beginning Fund Balance - January 1, 2022 - estimated				\$ 3,856,033
Ending Fund Balance - May 31, 2022				\$ 5,146,388

### WATER AND WASTEWATER ENTERPRISE FUND

	Water Operations	Wastewater Operations	Debt Service	Total
Total Revenue	\$ 920,668	\$ 847,619	\$ 342,748	\$ 2,111,035
Transfer from General Fund	-	-	315,000	315,000
Total Expenditures	968,150	589,694	745,372	2,303,215
Net Excess (Deficiency)	\$ (47,482)	\$ 257,925	\$ (87,624)	\$ 122,819
Less: Transfer to Capital Projects Fund				\$ 230,505
Net Excess (Deficiency) - 2022				\$ (107,686)
Beginning Fund Balance - January 1, 2022 - estimated				\$ 17,525,774
Ending Fund Balance - May 31, 2022				\$ 17,418,088

### CAPITAL PROJECTS - GENERAL FUND

	Total
Total Revenue	\$ 70,000
Plus: Transfer from General Fund	195,062
Total Expenditures	(195,062)
Less: Highby Road Escrow	(70,000)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2022 - estimated	\$ -
Ending Fund Balance - May 31, 2022	\$ -

### CAPITAL PROJECTS - ENTERPRISE FUND

	Total
Total Revenue	\$ 3,010,261
Plus: Transfer from Enterprise Fund	230,505
Less: MI-PB Escrow	(1,635,469)
Total Expenditures	(1,605,297)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2022 - estimated	\$ -
Ending Fund Balance - May 31, 2022	\$ -



**GENERAL FUND**  
**Cost Allocation**  
**May 31, 2022**

# TRIVIEW METROPOLITAN DISTRICT

## GENERAL FUND

### PUBLIC WORKS/STREETS

For the Five Months Ending May 31, 2022

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b>REVENUE</b>				
Sales Tax/IGA/Town - Estimated	\$ 1,518,000	\$ 694,614	\$ (823,386)	46%
Property Tax - Operations	198,168	138,934	(59,234)	70%
Property Tax/IGA/Town	204,600	-	(204,600)	0%
Specific Ownership Tax	214,500	78,452	(136,048)	37%
Auto Tax/IGA/Town - Estimated	148,500	66,907	(81,593)	45%
Interest	3,300	6,172	2,872	187%
Drainage Impact Fees	206,250	49,500	(156,750)	24%
Road and Bridge Fees	162,300	38,952	(123,348)	24%
Use Tax - Construction Material	264,000	75,161	(188,839)	28%
Use Tax - Town	3,960	1,791	(2,169)	45%
Miscellaneous - (includes Safety Grant)	17,160	3,892	(13,268)	23%
Lot & Inspection Fees	660	-	(660)	0%
<b>Total Revenue</b>	<b>\$ 2,941,398</b>	<b>\$ 1,154,374</b>	<b>\$ (1,787,024)</b>	<b>39%</b>
<b>EXPENDITURES</b>				
<b><u>Legislative</u></b>				
Directors' Fees	\$ 3,960	\$ 2,046	\$ 1,914	52%
FICA and Unemployment	264	156	108	59%
Workers Compensation Insurance	23	18	5	77%
<b>Total Legislative</b>	<b>\$ 4,247</b>	<b>\$ 2,220</b>	<b>\$ 2,027</b>	<b>52%</b>
<b><u>General and Administrative</u></b>				
<b><u>Salaries and Benefits</u></b>				
Salaries/Wages	\$ 83,054	\$ 32,177	\$ 50,877	39%
Unemployment Insurance	330	82	248	25%
Workers' Compensation Insurance	330	257	73	78%
Health and Dental Insurance	19,760	3,723	16,037	19%
Employer's FICA	6,354	2,032	4,322	32%
Employer's Medicare	1,204	488	716	41%
Retirement	990	383	607	39%
Life and Disability Insurance	1,036	313	723	30%
<b>Total Salaries and Benefits</b>	<b>\$ 113,059</b>	<b>\$ 39,456</b>	<b>\$ 73,602</b>	<b>35%</b>
<b><u>Professional Services</u></b>				
Professional Services-Engineering	\$ 52,800	\$ 23,526	\$ 29,274	45%
Professional Services-Management	-	-	-	0%
Professional Services-Public Relations	19,800	5,528	14,272	28%
Legal Fees/Monson, Cummins & Shoheit	13,200	3,072	10,128	23%
Legal Fees	23,100	19,890	3,210	86%
<b>Total Professional Services</b>	<b>\$ 108,900</b>	<b>\$ 52,016</b>	<b>\$ 56,884</b>	<b>48%</b>
<b><u>General Administration</u></b>				
Accounting Services	\$ 29,700	\$ 13,367	\$ 16,333	45%
Audit Fees	5,940	-	5,940	0%
Conference, Class and Education	660	327	333	50%
Dues, Publications and Subscriptions	5,280	2,613	2,667	49%
Election	26,400	2,504	23,896	9%



# TRIVIEW METROPOLITAN DISTRICT

## GENERAL FUND

### PUBLIC WORKS/STREETS

For the Five Months Ending May 31, 2022

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
IT Support	6,600	4,770	1,830	72%
Office Equipment and Supplies	9,900	1,592	8,308	16%
Publication - Legal Notice	264	-	264	0%
Repairs and Maintenance	660	535	125	81%
Telephone Service	15,180	7,568	7,612	50%
Travel and Meeting Expense	4,950	487	4,463	10%
Office Overhead (COA, utilities, rent, etc.)	27,720	11,454	16,266	41%
General Insurance	21,780	22,784	(1,004)	105%
Tax Collection Expense - Operations	2,973	2,089	884	70%
Vehicle Expense	231	17,435	(17,204)	7548%
Stormwater Detention Pond Assessment	1,980	-	1,980	0%
Contingency/Emergency Reserves/Miscellaneous	66,000	3,326	62,674	5%
Total General Administration	\$ 226,218	\$ 90,850	\$ 135,368	40%
Total General Administrative, Legislative and Professional Services	\$ 452,424	\$ 184,542	\$ 267,881	41%

#### Operations

##### Salaries and Benefits- Streets and Parks

Salaries/Wages	\$ 470,696	\$ 167,825	\$ 302,871	36%
Salaries/Wages - Seasonal	16,474	-	16,474	0%
Overtime/On-call	4,158	8,693	(4,535)	209%
Unemployment Insurance	1,056	572	484	54%
Workers' Compensation Insurance	10,560	8,237	2,323	78%
Health and Dental Insurance	105,075	38,831	66,244	37%
Employer's FICA	37,587	10,998	26,589	29%
Employer's Medicare	7,124	2,572	4,552	36%
Retirement	13,200	5,458	7,742	41%
Life and Disability Insurance	5,796	2,039	3,757	35%
Total Salaries and Benefits - Streets and Parks	\$ 671,725	\$ 245,225	\$ 426,501	37%

##### Streets Operations and Maintenance

Operations and Maintenance - (includes Crack Seal)	\$ 60,000	\$ 38,159	\$ 21,841	64%
Vehicle Maintenance	20,000	10,237	9,763	51%
Customer Sidewalk Repair	20,000	-	20,000	0%
District Sidewalk Repair/ADA Ramps	25,000	-	25,000	0%
Streets- Engineering	2,500	-	2,500	0%
Snow Removal Per Diem/Emergency	5,000	-	5,000	0%
Engineering - TOM	20,000	-	20,000	0%
Contract Street Sweeping	25,000	8,400	16,600	34%
Sand and Salt for Roads	40,000	10,661	29,339	27%
Supplies	1,000	356	644	36%
Total Streets	\$ 218,500	\$ 67,813	\$ 150,687	31%
Total Streets O & M	\$ 890,225	\$ 313,037	\$ 577,189	35%

#### Lighting

MVE Operation and Maintenance	\$ 36,300	\$ 3,273	\$ 33,027	9%
Repair and Maintenance	1,980	-	1,980	0%
Total Lighting	\$ 38,280	\$ 3,273	\$ 35,007	9%

**TRIVIEW METROPOLITAN DISTRICT**  
**GENERAL FUND**  
**PUBLIC WORKS/STREETS**

**For the Five Months Ending May 31, 2022**

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b><u>Signage</u></b>				
Repairs and Maintenance	\$ 2,640	\$ 6,711	\$ (4,071)	254%
Total Signage	<u>\$ 2,640</u>	<u>\$ 6,711</u>	<u>\$ (4,071)</u>	<u>254%</u>
<b><u>Traffic Control</u></b>				
Operation and Maintenance	\$ 1,500	\$ 17,431	\$ (15,931)	1162%
Repairs and Maintenance - Striping	30,000	-	30,000	0%
Total Traffic Control	<u>\$ 31,500</u>	<u>\$ 17,431</u>	<u>\$ 14,069</u>	<u>55%</u>
<b><u>Drainage/Erosion Control</u></b>				
Repairs and Maintenance (includes Concrete work)	\$ 50,000	\$ 2,018	\$ 47,982	4%
Total Drainage/Erosion Control	<u>\$ 50,000</u>	<u>\$ 2,018</u>	<u>\$ 47,982</u>	<u>4%</u>
<b>Total Expenditures - Public Works/Streets</b>	<u>\$ 1,465,069</u>	<u>\$ 527,012</u>	<u>\$ 938,057</u>	<u>36%</u>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<u>\$ 1,476,329</u>	<u>\$ 627,362</u>	<u>\$ (848,967)</u>	

# TRIVIEW METROPOLITAN DISTRICT

## GENERAL FUND

### PARKS AND OPEN SPACE

For the Five Months Ending May 31, 2022

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b>REVENUE - Parks and Open Space</b>				
Sales Tax/IGA/Town - Estimated	\$ 782,000	\$ 357,831	\$ (424,169)	46%
Property Tax - Operations	102,087	71,572	(30,515)	70%
Property Tax/IGA/Town	105,400	-	(105,400)	0%
Specific Ownership Tax	110,500	40,414	(70,086)	37%
Park, Rec and Landscape Fees	505,950	121,428	(384,522)	24%
Auto Tax/IGA/Town - Estimated	76,500	34,467	(42,033)	45%
Interest	1,700	3,179	1,479	187%
Use Tax - Construction Material	136,000	38,719	(97,281)	28%
Use Tax- Town	2,040	923	(1,117)	45%
Conservation Trust Fund	22,500	10,258	(12,242)	46%
Miscellaneous - (includes Safety Grant)	8,840	2,005	(6,835)	23%
Lot & Inspection Fees	340	-	(340)	0%
<b>Total Revenue</b>	<b>\$ 1,853,857</b>	<b>\$ 680,797</b>	<b>\$ (1,173,060)</b>	<b>37%</b>
<b>EXPENDITURES</b>				
<b><u>Legislative</u></b>				
Directors' Fees	\$ 2,040	\$ 1,054	\$ 986	52%
FICA and Unemployment	136	80	56	59%
Workers Compensation Insurance	12	9	3	77%
<b>Total Legislative</b>	<b>\$ 2,188</b>	<b>\$ 1,143</b>	<b>\$ 1,045</b>	<b>52%</b>
<b><u>General and Administrative</u></b>				
<b><u>Salaries and Benefits</u></b>				
Salaries/Wages	\$ 42,786	\$ 16,576	\$ 26,210	39%
Unemployment Insurance	170	42	128	25%
Workers' Compensation Insurance	170	133	37	78%
Health and Dental Insurance	10,180	1,918	8,262	19%
Employer's FICA	3,273	1,047	2,226	32%
Employer's Medicare	620	251	369	41%
Retirement	510	197	313	39%
Life and Disability Insurance	534	162	372	30%
<b>Total Salaries and Benefits</b>	<b>\$ 58,242</b>	<b>\$ 20,326</b>	<b>\$ 37,917</b>	<b>35%</b>
<b><u>Professional Services</u></b>				
Professional Services-Engineering	\$ 27,200	\$ 12,119	\$ 15,081	45%
Professional Services-Public Relations	10,200	2,848	7,352	28%
Legal Fees/Monson, Cummins & Shoet	6,800	1,583	5,217	23%
Legal Fees	11,900	10,246	1,654	86%
<b>Total Professional Services</b>	<b>\$ 56,100</b>	<b>\$ 26,796</b>	<b>\$ 29,304</b>	<b>48%</b>
<b><u>General Administration</u></b>				
Accounting Services	\$ 15,300	\$ 6,886	\$ 8,414	45%
Audit Fees	3,060	-	3,060	0%
Conference, Class and Education	340	168	172	50%
Dues, Publications and Subscriptions	2,720	1,346	1,374	49%
Election	13,600	1,290	12,310	9%
IT Support	3,400	2,457	943	72%
Office Equipment and Supplies	5,100	820	4,280	16%
Publication - Legal Notice	136	-	136	0%
Repairs and Maintenance	340	276	64	81%
Telephone Service	7,820	3,898	3,922	50%
Travel and Meeting Expense	2,550	251	2,299	10%
Office Overhead (COA, utilities, rent, etc.)	14,280	5,900	8,380	41%
General Insurance	11,220	11,737	(517)	105%
Tax Collection Expense - Operations	1,531	1,076	455	70%
Vehicle Expense	119	8,982	(8,863)	7548%
Stormwater Detention Pond Assessment	1,020	-	1,020	0%
Contingency/Emergency Reserves/Miscellaneous	34,000	1,713	32,287	5%
<b>Total General Administration</b>	<b>\$ 116,536</b>	<b>\$ 46,801</b>	<b>\$ 69,735</b>	<b>40%</b>



# TRIVIEW METROPOLITAN DISTRICT

## GENERAL FUND

### PARKS AND OPEN SPACE

For the Five Months Ending May 31, 2022

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b>Total Parks - Administrative, Professional Services, etc.</b>	<b>\$ 233,067</b>	<b>\$ 95,067</b>	<b>\$ 138,000</b>	<b>41%</b>
<b><u>Operations</u></b>				
<b><u>Salaries and Benefits- Streets and Parks</u></b>				
Salaries/Wages	\$ 242,480	\$ 86,455	\$ 156,025	36%
Salaries/Wages - Seasonal	8,486	-	8,486	0%
Overtime/On-call	2,142	4,478	(2,336)	209%
Unemployment Insurance	544	294	250	54%
Workers' Compensation Insurance	5,440	4,243	1,197	78%
Health and Dental Insurance	54,129	20,004	34,125	37%
Employer's FICA	19,363	5,666	13,697	29%
Employer's Medicare	3,670	1,325	2,345	36%
Retirement	6,800	2,811	3,989	41%
Life and Disability Insurance	2,986	1,051	1,935	35%
Total Salaries and Benefits - Parks	<b>\$ 346,039</b>	<b>\$ 126,328</b>	<b>\$ 219,712</b>	<b>37%</b>
<b><u>Parks and Open Space O &amp; M</u></b>				
Repair of Facilities	\$ 6,000	\$ 15,412	\$ (9,412)	257%
Annual Flower and Shrub replacement Program	10,000	-	10,000	0%
Holiday Lights	5,000	-	5,000	0%
Lawn Fertilizer, Tree Fertilizer and Weed Control Program	50,000	11,017	38,983	22%
Park Irrigation Water Payments	180,000	36,474	143,526	20%
Repair and Maintenance	55,000	46,230	8,770	84%
Supplies/Trees Replacement	15,000	-	15,000	0%
Tools	3,000	3,002	(2)	100%
Equipment and Projects	-	12,652	(12,652)	0%
Clothing and Safety Equipment	9,500	4,431	5,069	47%
Back Flow Inspection	3,000	-	3,000	0%
ET 3 Year Subscription	15,000	-	15,000	0%
Total Parks and Open Space O & M	<b>\$ 351,500</b>	<b>\$ 129,218</b>	<b>\$ 222,282</b>	<b>37%</b>
<b>Total Parks O &amp; M</b>	<b>\$ 697,540</b>	<b>\$ 255,546</b>	<b>\$ 441,994</b>	<b>37%</b>
<b><u>Lighting</u></b>				
MVE Operation and Maintenance	\$ 18,700	\$ 1,686	\$ 17,014	9%
Repair and Maintenance	1,020	-	1,020	0%
Total Lighting	<b>\$ 19,720</b>	<b>\$ 1,686</b>	<b>\$ 18,034</b>	<b>9%</b>
<b><u>Signage</u></b>				
Repairs and Maintenance	\$ 1,360	\$ 3,457	\$ (2,097)	254%
Total Signage	<b>\$ 1,360</b>	<b>\$ 3,457</b>	<b>\$ (2,097)</b>	<b>254%</b>
<b><u>Total Conservation Trust Fund Projects</u></b>	<b>\$ 22,500</b>	<b>\$ 10,258</b>	<b>\$ 12,242</b>	<b>46%</b>
<b>Total Expenditures - Parks and Open Space</b>	<b>\$ 974,187</b>	<b>\$ 366,014</b>	<b>\$ 608,173</b>	<b>38%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 879,670</b>	<b>\$ 314,784</b>	<b>\$ (564,886)</b>	

**TRIVIEW METROPOLITAN DISTRICT**  
**GENERAL FUND**  
**DEBT SERVICE**

For the Five Months Ending May 31, 2022

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b>REVENUE</b>				
Property Tax	\$ 2,582,190	\$ 1,810,481	\$ (771,709)	70%
Interest - GO Bond	2,000	1,614	(386)	81%
<b>Total Revenue</b>	<b>\$ 2,584,190</b>	<b>\$ 1,812,095</b>	<b>\$ (772,095)</b>	<b>70%</b>
<b>EXPENDITURES</b>				
<u><b>Administrative</b></u>				
Tax Collection Expense	\$ 38,733	\$ 27,218	\$ 11,515	70%
Total Administrative	<b>\$ 38,733</b>	<b>\$ 27,218</b>	<b>\$ 11,515</b>	<b>70%</b>
<u><b>Debt Service</b></u>				
Bond Interest Payment	\$ 1,848,213	\$ 924,106	\$ 924,107	50%
Bond Principal Payment	730,000	-	730,000	0%
Paying Agent Fees	2,500	2,500	-	100%
Total Debt Service	<b>\$ 2,580,713</b>	<b>\$ 926,606</b>	<b>\$ 1,654,107</b>	<b>36%</b>
<b>Total Expenditures</b>	<b>\$ 2,619,446</b>	<b>\$ 953,824</b>	<b>\$ 1,665,622</b>	<b>36%</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ (35,256)</b>	<b>\$ 858,271</b>	<b>\$ 893,527</b>	

**ENTERPRISE FUND**  
**Cost Allocation**  
**May 31, 2022**



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

**Water Operations**

**For the Five Months Ending May 31, 2022**

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b>REVENUE</b>				
Water Revenue	\$ 2,001,240	\$ 353,315	\$ (1,647,925)	18%
Base Rate/Capital Improvement Fee	800,000	369,524	(430,476)	46%
Contract Sewer and Water Service - Forest Lakes	99,000	27,384	(71,616)	28%
Water Meter Kits	75,000	17,500	(57,500)	23%
Administrative Fee	118,800	48,461	(70,339)	41%
Miscellaneous	30,000	12,257	(17,743)	41%
Bulk Water Revenue	40,000	92,227	52,227	231%
<b>Total Revenue</b>	<b>\$ 3,164,040</b>	<b>\$ 920,668</b>	<b>\$ (2,243,372)</b>	<b>29%</b>
<b>EXPENDITURES</b>				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 342,320	\$ 170,094	\$ 172,226	50%
Overtime/On-call	4,713	6,766	(2,053)	144%
Unemployment Insurance	450	479	(29)	106%
Workers' Compensation Insurance	3,250	2,575	675	79%
Health and Dental Insurance	63,192	20,992	42,201	33%
Employer's FICA	26,582	10,931	15,651	41%
Employer's Medicare	5,032	2,557	2,476	51%
Retirement	12,500	5,831	6,669	47%
Life and Disability Insurance	3,783	1,103	2,680	29%
Total Salaries and Benefits	<b>\$ 461,821</b>	<b>\$ 221,327</b>	<b>\$ 240,495</b>	<b>48%</b>
<u>Professional Services</u>				
Professional Services- Engineering	\$ 37,500	\$ 14,842	\$ 22,658	40%
Professional Services-Public Relations	15,000	4,188	10,812	28%
Professional Services/Amcobi/National Meter	45,000	19,158	25,843	43%
Development Services/Monson, Cummins & Shohet	50,000	39,324	10,676	79%
Total Professional Services	<b>\$ 147,500</b>	<b>\$ 77,512</b>	<b>\$ 69,989</b>	<b>53%</b>
<u>Administrative</u>				
Accounting Services	22,500	10,127	12,374	45%
Audit Fees	5,000	-	5,000	0%
Conference, Class and Education	1,000	457	543	46%
Dues, Publications and Subscriptions	3,000	2,210	791	74%
Election Expense	-	292	(292)	0%
IT Support	8,500	4,503	3,998	53%
Office Equipment and Supplies	5,000	1,459	3,542	29%
Postage	500	76	424	15%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	250	-	250	0%
Telephone Service	5,000	2,833	2,168	57%
Travel and Meeting Expense	500	80	420	16%
Office Overhead (COA, utilities, rent, etc.)	4,500	2,016	2,484	45%
Clothing Uniform Rental and Safety Equipment	7,500	-	7,500	0%
General Insurance	15,673	17,016	(1,343)	109%
Vehicle Expense	13,000	6,375	6,626	49%
Bank Charges	9,000	4,335	4,665	48%
Miscellaneous	1,000	227	773	23%
Total General Administration	<b>\$ 102,023</b>	<b>\$ 52,003</b>	<b>\$ 50,020</b>	<b>51%</b>
<b>Total General Administrative</b>	<b>\$ 711,345</b>	<b>\$ 350,841</b>	<b>\$ 360,504</b>	<b>49%</b>

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

**Water Operations**

**For the Five Months Ending May 31, 2022**

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b><u>Water System</u></b>				
Water Testing	\$ 40,000	\$ 21,567	\$ 18,433	54%
Waste Disposal	10,000	-	10,000	0%
Sludge Disposal	35,000	11,020	23,980	31%
Gas Utilities	9,000	3,991	5,009	44%
Electric Utilities	300,000	77,447	222,553	26%
SCADA Support/Meter Calibration	33,000	-	33,000	0%
Repairs and Maintenance	240,000	72,617	167,383	30%
Storage Tank Maintenance	10,000	434	9,566	4%
Operating Supplies	30,000	4,308	25,692	14%
Bulk Chemical Supplies (Starting HMO Treatment)	60,000	16,406	43,594	27%
Lab Chemicals and Supplies	10,000	4,456	5,544	45%
Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit)	20,000	-	20,000	0%
Water and Ditch Assessments	156,000	162,445	(6,445)	104%
Tools	3,000	-	3,000	0%
Leased Pueblo Reservoir Lease & Outlet	62,187	-	62,187	0%
Equipment Meter Supplies/Meter Kits	120,000	242,618	(122,618)	202%
Total Water System	<u>\$ 1,138,187</u>	<u>\$ 617,309</u>	<u>\$ 520,878</u>	<u>54%</u>
<b>Total Expenditures</b>	<u>\$ 1,849,532</u>	<u>\$ 968,150</u>	<u>\$ 881,382</u>	<u>52%</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u>\$ 1,314,508</u>	<u>\$ (47,482)</u>	<u>\$ (1,361,990)</u>	

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

**Wastewater Operations**  
**For the Five Months Ending May 31, 2022**

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b>REVENUE</b>				
Sewer Revenue	\$ 1,956,387	\$ 807,978	\$ (1,148,409)	41%
Contract Sewer and Water Service - Forest Lakes	99,000	27,384	(71,616)	28%
Miscellaneous	30,000	12,257	(17,743)	41%
<b>Total Revenue</b>	<b>\$ 2,085,387</b>	<b>\$ 847,619</b>	<b>\$ (1,237,768)</b>	<b>41%</b>
<b>EXPENDITURES</b>				
<u><b>Administrative</b></u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 342,320	\$ 170,094	\$ 172,226	50%
Overtime/On-call	4,713	6,766	(2,053)	144%
Unemployment Insurance	450	479	(29)	106%
Workers' Compensation Insurance	3,250	2,575	675	79%
Health and Dental Insurance	63,192	20,992	42,201	33%
Employer's FICA	26,582	10,931	15,651	41%
Employer's Medicare	5,032	2,557	2,476	51%
Retirement	12,500	5,831	6,669	47%
Life and Disability Insurance	3,783	1,103	2,680	29%
<b>Total Salaries and Benefits</b>	<b>\$ 461,821</b>	<b>\$ 221,327</b>	<b>\$ 240,495</b>	<b>48%</b>
<u>Professional Services</u>				
Professional Services- Engineering	\$ 37,500	\$ 14,842	\$ 22,658	40%
Professional Services-Public Relations	15,000	4,188	10,812	28%
Professional Services/Amcobi/National Meter	45,000	19,158	25,843	43%
Development Services/Monson, Cummins & Shohet	50,000	39,324	10,676	79%
<b>Total Professional Services</b>	<b>\$ 147,500</b>	<b>\$ 77,512</b>	<b>\$ 69,989</b>	<b>53%</b>
<u>Administrative</u>				
Accounting Services	\$ 22,500	\$ 10,127	\$ 12,374	45%
Audit Fees	5,000	-	5,000	0%
Conference, Class and Education	1,000	457	543	46%
Dues, Publications and Subscriptions	3,000	2,210	791	74%
Election Expense	-	292	(292)	0%
IT Support	8,500	4,503	3,998	53%
Office Equipment and Supplies	5,000	1,459	3,542	29%
Postage	500	76	424	15%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	250	-	250	0%
Telephone Service	5,000	2,833	2,168	57%
Travel and Meeting Expense	500	80	420	16%
Office Overhead (COA, utilities, rent, etc.)	4,500	2,016	2,484	45%
Clothing Uniform Rental and Safety Equipment	7,500	-	7,500	0%
General Insurance	15,673	17,016	(1,343)	109%



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

**Wastewater Operations  
For the Five Months Ending May 31, 2022**

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
Vehicle Expense	13,000	6,375	6,626	49%
Bank Charges	9,000	4,335	4,665	48%
Miscellaneous	1,000	227	773	23%
Total General Administration	<u>\$ 102,023</u>	<u>\$ 52,003</u>	<u>\$ 50,020</u>	<u>51%</u>
<b>Total General Administrative</b>	<u><b>\$ 711,345</b></u>	<u><b>\$ 350,841</b></u>	<u><b>\$ 360,504</b></u>	<u><b>49%</b></u>
 <b><u>Wastewater System</u></b>				
Wastewater TF/Donala/IGA	\$ 717,106	\$ 231,145	\$ 485,961	32%
Repairs and Maintenance	7,500	1,281	6,219	17%
Tools	3,000	-	3,000	0%
Video Collection System - Annual (2 Zones and Commercial)	180,000	547	179,453	0%
Operating Supplies	1,000	182	818	18%
Transit Loss	5,700	5,698	2	100%
Total Wastewater System	<u>\$ 914,306</u>	<u>\$ 238,853</u>	<u>\$ 675,453</u>	<u>26%</u>
<b>Total Expenditures</b>	<u><b>\$ 1,625,651</b></u>	<u><b>\$ 589,694</b></u>	<u><b>\$ 1,035,957</b></u>	<u><b>36%</b></u>
 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	 <u><b>\$ 459,736</b></u>	 <u><b>\$ 257,925</b></u>	 <u><b>\$ (201,811)</b></u>	

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

**For the Five Months Ending May 31, 2022**

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b>REVENUE</b>				
Renewable Water Fee	\$ 1,100,000	\$ 254,576	\$ (845,424)	23%
Water Lease- Comanche	171,866	72,424	(99,442)	42%
Interest	8,000	15,748	7,748	197%
<b>Total Revenue</b>	<b>\$ 1,279,866</b>	<b>\$ 342,748</b>	<b>\$ (937,118)</b>	<b>27%</b>
 <b><u>Debt Service</u></b>				
Paying Agent Fees	\$ 5,000	\$ 2,000	\$ 3,000	40%
2018 Bond Issue- Debt Service	665,350	230,175	435,175	35%
2020B Bonds- Debt Service	421,650	210,825	210,825	50%
2020A Bond Issue- Debt Service	889,744	302,372	587,372	34%
<b>Total Debt Service</b>	<b>\$ 1,981,744</b>	<b>\$ 745,372</b>	<b>\$ 1,236,372</b>	<b>38%</b>
 <b>OTHER FINANCING SOURCES</b>				
Transfer from other funds	\$ 750,000	\$ 315,000	\$ (435,000)	42%
<b>Total Other Financing Sources</b>	<b>\$ 750,000</b>	<b>\$ 315,000</b>	<b>\$ (435,000)</b>	<b>42%</b>
 <b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ 48,122</b>	<b>\$ (87,624)</b>	<b>\$ (135,746)</b>	

# **CAPITAL PROJECTS FUNDS**

**May 31, 2022**



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

**Budget Status Report - GAAP Basis**  
**For the Five Months Ending May 31, 2022**

Unaudited

	2022 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 42%)
<b>REVENUE</b>				
Higby Road -Developer Contribution/Escrow	-	70,000	70,000	0%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ 70,000</b>	<b>\$ 70,000</b>	<b>0%</b>
<b>EXPENDITURES</b>				
<b><u>Vehicles and Equipment Utilities</u></b>				
Vehicles and Equipment	\$ 60,000	\$ 84,388	\$ (24,388)	141%
2 Post Lift for Truck	9,000	11,060	(2,060)	123%
Mower 60" Riding Mower Toro Z Master	13,500	14,382	(882)	107%
Ventrac 4500 Tractor	53,000	45,509	7,491	86%
Used John Deere Compact Loader	75,000	-	75,000	0%
Used Walk Behind Trencher	9,000	-	9,000	0%
New Hotsy Power Pressure Washer	6,000	5,756	244	96%
Two Way Radio System for Fleet	9,000	-	9,000	0%
<b>Total Vehicles and Equipment</b>	<b>\$ 234,500</b>	<b>\$ 161,095</b>	<b>\$ 73,405</b>	<b>69%</b>
<b><u>Park and Street Improvements</u></b>				
Overlay Parking Lot at Public Works Facility	\$ 153,000	\$ -	\$ 153,000	0%
Streetscape Improvements Leather Chaps and Baptist Road	75,000	-	75,000	0%
Irrigation Enhancement Lyons Tail Kitchner to Leather Chaps Northside	20,000	-	20,000	0%
Irrigation Enhancement Kitchner near James Gate	10,000	-	10,000	0%
Storage/ Garage Building	-	18,205	(18,205)	0%
Trail Enhancement Project St. Lawrence Way Cul de Sac	15,000	-	15,000	0%
Street Improvements	130,000	8,719	121,281	7%
Steel Building for A-yard	-	7,043	(7,043)	0%
<b>Total Park and Street Improvements</b>	<b>\$ 403,000</b>	<b>\$ 33,967</b>	<b>\$ 369,033</b>	<b>8%</b>
<b>Total Expenditures - District Capital</b>	<b>\$ 637,500</b>	<b>\$ 195,062</b>	<b>\$ 442,438</b>	<b>31%</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ (637,500)</b>	<b>\$ (125,062)</b>	<b>\$ 512,438</b>	
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from General Fund	\$ 637,500	\$ 195,062	\$ (442,438)	31%
Higby Road - Developer Contribution - Escrow	-	(70,000)	(70,000)	0%
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 637,500</b>	<b>\$ 125,062</b>	<b>\$ (512,438)</b>	
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES AND OTHER FINANCING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

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

**Budget Status Report - GAAP Basis  
For the Five Months Ending May 31, 2022**

Unaudited

	<b>2022 Budget</b>	<b>YTD Actual</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent of Budget (YTD 42%)</b>
<b>REVENUE</b>				
Water Tap Fees	\$ 1,806,000	\$ 421,400	\$ (1,384,600)	23%
Sewer Tap Fees	1,050,000	244,875	(805,125)	23%
Water/Sewer Impact Fee	150,000	17,500	(132,500)	12%
Renewable Water Fee	1,060,600	244,592	(816,008)	23%
Admin Fee	225,000	4,500	(220,500)	2%
Lease Revenue (FMIC)	65,000	59,829	(5,171)	92%
Effluent Paid-AGUA/Woodmoor	60,000	140,667	80,667	234%
Review and Comment Fee	75,000	18,000	(57,000)	24%
Grazing Lease	-	1,500	1,500	0%
Sale of 18" Pipeline Forest Lakes	122,500	122,500	-	100%
Miscellaneous Income	10,000	100	(9,900)	1%
Developer Contribution - MI-PB Infrastructure	-	1,645,422	1,645,422	0%
Payment in Lieu of Water Rights	500,000	89,376	(410,624)	18%
<b>Total Revenue</b>	<b>\$ 5,124,100</b>	<b>\$ 3,010,261</b>	<b>\$ (2,113,839)</b>	<b>59%</b>
<b>EXPENDITURES</b>				
<b><u>Vehicles and Equipment Utilities</u></b>				
Equipment/Vehicles 2021 Ranger for Treatment Manager	\$ 70,000	\$ -	\$ 70,000	0%
Equipment/Vehicles 2021 F-250 Field Operation and Treatment Ops	75,000	61,187	13,813	82%
Metal Building to Enclose Equipment	50,000	-	50,000	0%
Equipment/Vehicles	-	58,000	(58,000)	0%
Replacement Pumps at C-Plant 2-300-500 gpm, plus VFD	87,000	-	87,000	0%
Vac Truck	180,000	-	180,000	0%
<b>Total Vehicles and Equipment</b>	<b>\$ 462,000</b>	<b>\$ 119,187</b>	<b>\$ 342,813</b>	<b>26%</b>
<b><u>Wells</u></b>				
Replace VFD for Well D-1 and A-1	\$ 143,250	\$ 53,137	\$ 90,113	37%
<b>Total Wells</b>	<b>\$ 143,250</b>	<b>\$ 53,137</b>	<b>\$ 90,113</b>	<b>37%</b>
<b><u>Water Improvements</u></b>				
Two, Plant Blower Motors	\$ 15,728	\$ -	\$ 15,728	0%
Filter Media Replacement (2 Filter @ B Plant & 2 Filter @ A-Plant)	125,000	-	125,000	0%
25 Yard Dewatering Container (TNORM sludge containment)	28,000	-	28,000	0%
SCADA	50,000	-	50,000	0%
NMCI-Regional Water/Wastewater Design and Permitting	200,000	216,915	(16,915)	108%
Northern Delivery System	500,000	-	500,000	0%
Segment C Installation	1,000,000	-	1,000,000	0%
Tap Fee Credits	200,000	118,162	81,838	59%
Bale Ditch	-	4,719	(4,719)	0%
Storage/ Garage Building	-	18,205	(18,205)	0%
AVIC Bale Change Case - Brownstein	200,000	102,368	97,632	51%
Excelsior Change Case - Cummins	100,000	-	100,000	0%
Excelsior Exchange Case	100,000	-	100,000	0%
Pueblo Reservoir - Excess Capacity Leasing and Permitting	200,000	73,305	126,695	37%
South Reservoir - Improvements	950,000	853,621	96,379	90%
AVIC Augmentation Station	660,250	-	660,250	0%
Chicago Springs Ranch Master Plan and Improvements	250,000	-	250,000	0%
MI-PB Infrastructure Project	-	9,953	(9,953)	0%
Water Purchases and Diligence Investigations/Permitting/Land Purchase	20,000	35,725	(15,725)	179%
<b>Total Water Improvements</b>	<b>\$ 4,598,978</b>	<b>\$ 1,432,973</b>	<b>\$ 3,166,005</b>	<b>31%</b>
<b>Total Expenditures - Enterprise Capital</b>	<b>\$ 5,204,228</b>	<b>\$ 1,605,297</b>	<b>\$ 3,598,931</b>	<b>31%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (80,128)</b>	<b>\$ 1,404,964</b>	<b>\$ 1,485,092</b>	
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from Enterprise Fund	\$ 80,128	\$ 230,505	\$ 150,377	288%
MI-PB - Escrow	-	(1,635,469)	(1,635,469)	0%
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 80,128</b>	<b>\$ (1,404,964)</b>	<b>\$ (1,485,092)</b>	<b>NA</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES AND OTHER FINANCING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	