

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

Thursday October 20, 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. Review Term Sheet presented to the Triview Metropolitan District by Huntington Public Capital Corporation for a Subordinate Line of Credit in the Amount of \$5,000,000. (Chad Schneider Huntington Capital) enclosure.
7. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - September 15, 2022, Regular Board Meeting (enclosure)
 - b. September 2022, Billing Summary Rate Code Report (enclosure)
 - c. Taps for September 2022 (enclosure)
 - d. Tax Transfer from Monument (enclosure)
8. 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)

9. Board Member Updates and Comments

10. Action Items:

- a. Review and Consider approval of Resolution 2022-12, a Resolution of the Triview Metropolitan District Board of Directors declining to participate in the Family Medical Leave Act. (enclosure)
- b. Review and Consider approval of Resolution 2022-13, a Resolution of the Triview Metropolitan District Board of Directors, adopting a Code of Conduct, Exhibit A, and a Code of Ethics, Exhibit B of said Resolution.
- c. Review and Consider Approval of a Purchase and Sale Agreement between the Southeastern Colorado Conservancy District by and through it Enterprise and the Triview Metropolitan District, a Colorado Special District, Quasi Municipal Corporation, and Political Subdivision of the State of Colorado for the purchase and/or lease of a 9.64 acre parcel of land located within a portion of the SW1/4 and the NW1/4 of Section 31, Township 20 South, Range 62 West of the Sixth Principal Meridian, Pueblo County, Colorado for use by Southeastern in conjunction with the Arkansas Valley Conduit Project, and authorization for the District Manager to sign said agreement. (enclosure)
- c. Review and Consider the Conexus Infrastructure Improvements Agreement ("Agreement") by and between Triview Metropolitan District ("Triview"), and Conexus Metropolitan District No. 1 ("Conexus") to fund infrastructure improvements in Conexus including the portion of Old Denver Road that are within the boundaries of Conexus and Conexus Metropolitan District Nos. 1 & 2;
- d. Review and Consider Approval of a Term Sheet from Huntington Public Capital for a Subordinate Line of Credit in the Amount of \$5,000,000 and authorization for the District Manager to sign the Term Sheet as presented.
- e. Review and Consider Approval of an Intergovernmental Agreement between El Paso County and the Triview Metropolitan District regarding improvements to Roller Coaster Road, Old Northgate Road and Baptist Road and authorizing the Board President and Board Treasurer to sign the Agreement on behalf of the Triview Metropolitan District. (enclosure)

11. Legal Matters:

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

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

13. Update Board on Public Relation activities.

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

- i. Review Estimate for Construction of the NDS with Kiewit Infrastructure
- ii. Water Litigation Matters 2022
- iii. Property Transactions and instruction to negotiators

15. Adjournment



TERM SHEET

DATE: October 4, 2022

STRUCTURE: Revolving Line of Credit

ISSUER/BORROWER: Triview Metropolitan District (the "District")

LENDER: Huntington Public Capital Corporation ("Huntington")

SECURITY: The Line of Credit will be secured by a subordinated interest in Net Water System Revenues.

PRINCIPAL AMOUNT: Up to \$5,000,000.00

USE OF PROCEEDS: The purpose is to establish the Line of Credit to provide interim financing for various aspects of the District's capital expenditures.

BOND COUNSEL: TBD

PURCHASER'S COUNSEL: TBD

CLOSING DATE: Preliminarily set for November 1, 2022

TAX STATUS: Tax Exempt, Bank Qualified

INTEREST PAYMENTS: Interest shall be due and payable by Borrower monthly on the first day of each month, in arrears, commencing January 1, 2023.

PRINCIPAL PAYMENTS: Due and payable at Final Maturity.

FINAL MATURITY: November 1, 2024

INTEREST RATE: Interest shall accrue daily and the Interest Rate shall be adjusted on the first business day of the month based on the One Month SOFR (floor of 0) in accordance with the following formula:

$$(\text{One Month SOFR (or floor of 0)} + 1.49\%) \times 79\%$$

"SOFR" is defined as the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a related forward-looking term rate).

As of October 4, 2022, the rate is:

$$(\text{One Month SOFR of } 3.10\% + 1.49\%) \times 79\% = 3.63\%$$

If (a) Huntington determines that the One Month SOFR cannot be determined pursuant to the definition thereof, (b) such rate is not available at such time for any reason, or (c) the Huntington makes the determination to incorporate or adopt a new interest rate to replace the One Month SOFR in credit agreements, then Huntington may replace the One Month SOFR with an alternate interest rate and adjustment, if applicable, as reasonably selected by Huntington and the Issuer, giving due consideration to any evolving or then existing conventions for such interest rate and adjustment (any such successor interest rate, as adjusted, the "Successor Rate"); provided, that neither party may unreasonably withhold their consent to such Successor Rate.

If a Successor Rate cannot be agreed upon within 10 Business Days (or such shorter time period necessary to ensure a Successor Rate is available) of the occurrence of the

events described in the preceding sentence, the Successor Rate shall be the "12 Month Swap Interest Rate" defined as the product of (a) the sum of (i) the rate shown for USD Rates 1100 at <http://www.theice.marketdata/reports/180> for a 1 year period, plus (ii) a spread that will maintain the economics of Huntington's initial interest rate.

In connection with the implementation of the Successor Rate, the Issuer and Huntington agree that Huntington has the right, from time to time, in good faith to make any conforming, technical, administrative or operational changes to the Note as may be appropriate to reflect the adoption and administration thereof.

| | |
|---------------------------------------|--|
| UNUSED LINE FEES: | 20 basis points, to be payable in arrears on January 1, 2022, and thereafter quarterly on the first day of each April, July, October, and January. |
| FEE TO HUNTINGTON FOR COUNSEL: | Not to exceed \$3,000.00 |
| TRANSACTION FEES: | All transaction fees, including those of Bond Counsel, shall be the responsibility of the Issuer. |
| DIRECT PLACEMENT: | Huntington is extending credit as a lender in the usual course of its loan business through the purchase of the Line of Credit for its own account in its normal and customary business practice, with no current intention on the resale, distribution or transfer thereof. |
| DOCUMENTATION: | Transaction documents shall be prepared by Bond Counsel, subject to review and approval by Huntington and its Purchaser's Counsel. |
| TAX AND LEGAL OPINION: | A Tax and Legal Opinion will be required from Bond Counsel upon the execution and review of the final documentation. |
| ANNUAL REVIEW: | Huntington will review the Line of Credit on an annual basis. The Line of Credit can be renewed at Final Maturity by the Borrower pending Credit approval. |
| RATING: | Not required by Huntington |
| POS/OFFICIAL STATEMENT: | Not required by Huntington |
| CUSIP: | Not required by Huntington |
| DTC CLOSING: | Not required by Huntington |
| PROPOSAL EXPIRATION: | This proposal shall expire at Huntington's option if (a) Huntington has not received the Issuer's written acceptance by October 25, 2022 and (b) if the closing date of the Note has not occurred by November 1, 2022. |
| HUNTINGTON CONTACT: | Abby King Huntington Public Capital Cell: (614) 204-0121 Email: abby.king@huntington.com |

Respectfully Submitted,

Abigail E King

ACCEPTED BY:
Triview Metropolitan District

By

Name

Title

Date

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RECORD OF PROCEEDINGS

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

September 15, 2022

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, September 15, 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 5:30 p.m.

ATTENDANCE

In attendance were Directors:

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

Also, in attendance were on roll call:

James McGrady, District Manager
Joyce Levad, District Administrator
George Rowley, District Legal Counsel
Chris Cummins, District Water Attorney
Shawn Sexton, Water Superintendent
Rob Lewis, Distribution and Collection Manager
Matt Rayno, Parks, and Open Space Superintendent
Natalie Barszcz, Our Community News

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

DISCLOSURE OF CONFLICTS IF ANY:

None.

PUBLIC COMMENT:

None.

Consent Agenda

- a) Prior Meeting Minutes
 - August 18, 2022, Regular Board Meeting
- b) August 2022, Billing Summary Rate Code Report
- c) Taps for August 2022
- d) Tax Transfer from Monument

A motion was made by Director Otis to approve the consent agenda with exception of item d. The motion was duly seconded by Director Fiorito. A vote was taken, and the motion carried unanimously.

OPERATIONS REPORT

District Manager Report (enclosure)

- Mr. McGrady stated Triview received one million dollars from ARPA (American Recue Plan Act). Jim thanked Mario DiPasquale, from JDS Hydro, for submitting the application to ARPA. This will go towards construction of another water tank at the B Plant which will provide additional water storage for the District.
- The bore for Segment C of the NDS will begin at the end of September. The pipe will be about 1,400 feet long. It will start with a tap in Agate Park, it will extend north through a walking trail up to Home Place Ranch extending through to the existing pipe in Jackson Creek North, filing 3 through 6. This will allow us to feed water to the west side of I-25 for future development. This should be completed in 6 weeks.
- Triview has received the 1041 from Pueblo County. Mr. McGrady will deliver the Resolution and a check for payment on the conditions of the 1041.
- Mr. McGrady explained that Triview and Forest Lakes needs to understand the cost and timeline of the NMCI project. Jim met with a firm by the name of Carollo to tour the WWTP. They are doing an evaluation of the plant. The cost of the study will be shared by Triview, Donala and Forest Lakes Metro District.

RECORD OF PROCEEDINGS

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

- Mr. Rayno stated District concrete repair will start on September 9, 2022.
- Irrigation systems are being worked in the District.
- A meeting with a playground contractor to get some ideas for future needs in the District parks.
- Matt is in the process of getting quotes for repair of the traffic light at Jackson Creek Parkway and Higby Road.

Utilities Department Update (Rob Lewis)

- Pumpage for month of August 2022 was 40.179 Mg
- Well A8 is being flushed so it can be used if needed.
- A, B, and C plants are all running normally.
- District Bacti sampling was completed in September. No compliance issues have been reported.

BOARD MEMBER UPDATES AND COMMENTS:

Director Fiorito suggested the Board discuss having an electronic sign on the northside of Baptist Road saying Welcome To Monument. This may be discussed in the future.

ACTION ITEMS:

- a) Review and Consider approval of Resolution 2022-10, a Resolution of the Triview Metropolitan District Board of Directors Recognizing the commitments by the Triview Metropolitan District as Detailed in the Pueblo County Board of County Commissioners Resolution Number P&D22-030.

A motion was made by Director Fiorito to approve Resolution 2022-10 concerning acknowledgment and acceptance of terms, conditions and requirements and entitlements under the 1041 Permit approved by the Board of County Commissioners for Pueblo County, concerning the use of Pueblo Reservoir and the north outlet works. The motion was duly seconded by Director Barnhart. A vote was taken, and the motion carried unanimously.

- b) Review and Consider approval of Resolution 2022-11, a Resolution of the Triview Metropolitan District Board of Directors Amending and Replacing the District's Prior Records Request Policy Approved on August 14, 2012.

RECORD OF PROCEEDINGS

A motion was made by Director Fiorito to approve Resolution 2022-11 regarding amending and replacing the District's Prior Records Request Policy. The motion was duly seconded by Director Otis. A vote was taken, and the motion carried unanimously.

LEGAL MATTERS:

- George Rowley explained the FMLA Act adopted by the State of Colorado. It is structured a lot like unemployment insurance where the employer pays part of a premium and the employee pays part of the premium. He submitted a FAQ sheet for discussion by the Board. Mr. Rowley suggested the Board draft a Resolution for the next meeting, with a decision to opt out or not.

A motion was made by Director Otis to do a nonbinding stray poll to ask the Board to consider opting out on the FMLA Act. The motion was duly seconded by Director Barnhart. A vote was taken and the motion to opt out was carried unanimously.

- Chris Cummins spoke about Triview's role in long term management of the various wetland litigation going on in the District. He suggested the Board authorize Mr. McGrady to sign the letter committing Triview to the long-term management of the wetlands for mitigation.

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

Financials were not submitted in this packet. They will be approved at the October 20, 2022, meeting.

PUBLIC RELATIONS:

Mr. McGrady stated he just reviewed the upcoming newsletter. It will talk about the NMCI with very good detail.

BOARD BREAK

A motion was made by Director Fiorito for the Board to take a 10 minute break before entering Executive Session.

RECORD OF PROCEEDINGS

EXECUTIVE SESSION:

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

- Negotiation regarding the Northern Delivery System CMGC Services.
- Water Litigation Matters 2022.
- Property Transactions and instruction to negotiators.
- Speakers: Mike McDonald, from Kiewit and Mario DiPasquale from JDS Hydro, to discuss General Contractor Services for the NDS Project.

A motion was made by Director Fiorito for the Board to enter Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (e), (f) Legal Advice and Negotiations. The motion was duly seconded by Director Sexton. A vote was taken, and the motion carried unanimously. Executive Session was entered into at 7:18 p.m.

The Board came out of executive session at 8:50 pm.

A motion was made by Director Fiorito to reconvene the public meeting for September 15, 2022. The motion was duly seconded by Director Sexton. A vote was taken, and the motion carried unanimously.

ACTION ITEM

Review and Consider Award of Construction Manager General Contractor Services for the Northern Delivery System Project AKA NDS Pipeline to Kiewit Infrastructure Company.

A motion was made by Director Fiorito to award the Construction Manager General Contractor Services for the Northern Delivery System Project, AKA NDS Pipeline, to Kiewit Infrastructure Company. The motion was duly seconded by Director Otis. A vote was taken, and the motion carried unanimously.

ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Otis. The motion was duly seconded by Director Sexton. A vote was taken, and the motion carried unanimously. The meeting was adjourned at 8:52 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 9/1 to 9/30/2022
Summary Financial Information - Board Packet

| Sales | Amount | Transactions |
|---|---------------------|--------------|
| Rate Code 01 Triview Metro - Res Sewer Base Rate | \$99,089.00 | 2094 |
| Rate Code 01 Triview Metro - Res Sewer Use Rate | \$38,981.22 | 2083 |
| Rate Code 01 Triview Metro - Res Water Base Rate | \$59,479.50 | 2092 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier1 | \$90,031.73 | 2080 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier2 | \$89,581.61 | 1442 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier3 | \$23,767.60 | 289 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier4 | \$7,454.88 | 62 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier5 | \$4,433.59 | 15 |
| Rate Code 02 Triview Metro - Com Sewer Base Rate 1" | \$2,478.84 | 26 |
| Rate Code 02 Triview Metro - Com Water Base Rate 1" | \$1,482.00 | 26 |
| 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" | \$4,576.32 | 12 |
| Rate Code 07 Triview Metro - Com Water Base Rate 2" | \$2,736.00 | 12 |
| 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 | \$18,865.62 | 69 |
| Usage Fee Triview Metro - Com Water Use Rate | \$28,097.78 | 69 |
| 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" | \$1,938.00 | 17 |
| Rate Code 10 Triview Metro - Com Irr Water Base 2" | \$3,876.00 | 17 |
| Usage Fee Triview Metro - Com Irr Water Use | \$40,352.28 | 56 |
| Triview Metro - Quik Way Sewer | \$73.40 | 1 |
| Triview Metro - Metering & Billing Fee | \$9,940.50 | 2209 |
| Title Prep Fee Triview Metro - Title Request Fee | \$350.00 | 7 |
| Triview Metro - 5% Late Fee | \$1,978.21 | 153 |
| Special Impact Triview Metro - Special Impact Fee | \$2,450.00 | 245 |
| Triview Metro - Disconnect Fee | \$300.00 | 2 |
| Triview Metro - NSF Fee | | |
| Total Accounts | \$546,535.64 | 13168 |

| Rate Code Breakout of Billed Accounts | # Units |
|--|-------------|
| Rate Code 01 - Residential 5/8" | 2085 |
| 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" | 12 |
| 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" | 14 |
| Rate Code 12 - Permitted | |
| Total Accounts | 2216 |

| Aging Report | Amount |
|-----------------------------|--------------------|
| Amount Past Due 1-30 Days | \$ 55,815.76 |
| Amount Past Due 31-60 Days | \$ 4,676.52 |
| Amount Past Due 61-90 Days | \$ (1,801.23) |
| Amount Past Due 91-120 Days | \$ 59.14 |
| Amount Past Due 120+ Days | \$ (5,456.69) |
| Total AR | \$53,293.50 |

| Receipts | Amount | Items |
|--------------------------------------|--------------------------------|-------------------------------|
| Payment - ACH | | |
| Payment - ACH Key Bank | \$302,108.83 | 1356 |
| Payment - Check Key Bank | \$186,646.40 | 646 |
| Payment - On Site | \$65,302.33 | 181 |
| Refund CREDIT | (\$3,611.35) | 22 |
| REVERSE Payment | (\$1,198.06) | 6 |
| Transfer CREDIT In | | |
| Transfer CREDIT Out | | |
| REVERSE Payment - NSF | | |
| Total Receipts | \$549,248.15 | 2211 |
| Checks versus Online Payments | 37.88% Checks | 62.12% ACH's |

| Water | Gallons | Accounts |
|---------------------------------|------------|----------|
| Gallons sold 8-1 to 8-31-2022 = | 35,603,608 | 2213 |
| Gallons sold 9-1 to 9-30-2022 = | 37,305,789 | 2218 |

| Usage Breakout in Gallons for Residential | # of Accounts | Combined Use | % of Usage |
|---|---------------|-------------------|---------------|
| Over 50,000 | 6 | 344,765 | 0.97% |
| 40,001 - 50,000 | 9 | 390,819 | 1.10% |
| 30,001 - 40,000 | 47 | 1,597,782 | 4.49% |
| 20,001 - 30,000 | 226 | 5,335,900 | 14.99% |
| 10,001 - 20,000 | 909 | 12,988,229 | 36.48% |
| 8,001 - 10,000 | 242 | 2,179,877 | 6.12% |
| 6,001 - 8,000 | 213 | 1,504,000 | 4.22% |
| 4,001 - 6,000 | 175 | 866,493 | 2.43% |
| 2,001 - 4,000 | 169 | 524,053 | 1.47% |
| 1 - 2,000 | 84 | 117,162 | 0.33% |
| Zero Usage | 5 | 0 | 0.00% |
| Total Meters | 2085 | 25,849,080 | 72.60% |

| Usage Breakout in Gallons for Commercial | # of Accounts | Combined Use | % of Usage |
|--|---------------|------------------|---------------|
| Over 50,000 | 31 | 3,791,975 | 10.65% |
| 40,001 - 50,000 | 8 | 364,298 | 1.02% |
| 30,001 - 40,000 | 7 | 241,373 | 0.68% |
| 20,001 - 30,000 | 3 | 81,930 | 0.23% |
| 10,001 - 20,000 | 7 | 93,782 | 0.26% |
| 8,001 - 10,000 | 4 | 36,312 | 0.10% |
| 6,001 - 8,000 | 1 | 6,567 | 0.02% |
| 4,001 - 6,000 | 2 | 10,193 | 0.03% |
| 2,001 - 4,000 | 6 | 16,236 | 0.05% |
| 1 - 2,000 | 5 | 2,382 | 0.01% |
| Zero Usage | 1 | 0 | 0.00% |
| Total Meters | 75 | 4,645,048 | 13.05% |

| Usage Breakout in Gallons for Irrigation | # of Accounts | Combined Use | % of Usage |
|--|---------------|--------------|------------|
| Over 50,000 | 24 | 4,594,264 | 12.90% |
| 40,001 - 50,000 | 4 | 177,984 | 0.50% |
| 30,001 - 40,000 | 3 | 102,768 | 0.29% |
| 20,001 - 30,000 | 5 | 119,833 | 0.34% |
| 10,001 - 20,000 | 5 | 72,775 | 0.20% |
| 8,001 - 10,000 | 3 | 27,099 | 0.08% |
| 6,001 - 8,000 | 0 | 0 | 0.00% |
| 4,001 - 6,000 | 1 | 5,407 | 0.02% |
| 2,001 - 4,000 | 3 | 8,612 | 0.02% |
| 1 - 2,000 | 1 | 738 | 0.00% |
| Zero Usage | 4 | 0 | 0.00% |

| SANCTUARY POINTE | | | | |
|------------------|---------------------|---------------|---------------|------------------------|
| NO. | ADDRESS | PAYEE | DATE | TOTAL FEES PAID TO TMD |
| 211 | Panoramic Dr. | Classic Homes | 09/01/22 | \$46,561.63 |
| 341 | Panoramic Dr. | Classic Homes | 09/01/22 | \$46,561.63 |
| 16341 | Treetop Glory Court | Classic Homes | 09/01/22 | \$45,979.65 |
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| | | | | |
| | | | Total: | \$139,102.91 |

| JACKSON CREEK NORTH (CREEKSIDE) | | | | |
|---------------------------------|-----------------|---------------|---------------|------------------------|
| NO. | ADDRESS | PAYEE | DATE | TOTAL FEES PAID TO TMD |
| 940 | Lone Deer Drive | Classic Homes | 09/01/22 | \$44,611.70 |
| 967 | Lone Deer Drive | Classic Homes | 09/01/22 | \$44,654.53 |
| 954 | Lone Deer Drive | Classic Homes | 09/15/22 | \$45,079.10 |
| | | | | |
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| | | | | |
| | | | | |
| | | | Total: | \$134,345.33 |



September 15, 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 \$300,128.43 to the Triview ColoTrust District Fund account on or before September 30, 2022. The ACH detail is as follows and documentation is enclosed.

| | |
|---|---------------|
| Sales Tax for July 2022 | \$ 273,940.31 |
| Regional Building Use Tax for August 2022 | \$ 965.11 |
| Motor Vehicle Tax for July 2022 | \$ 25,223.01 |

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

Sincerely,

Mike Foreman
Town Manager



October 15, 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 \$312,333.68 to the Triview ColoTrust District Fund account on or before October 31, 2022. The ACH detail is as follows and documentation is enclosed.

| | |
|--|---------------|
| Sales Tax for August 2022 | \$ 284,017.21 |
| Regional Building Use Tax for September 2022 | \$ 1,315.70 |
| Motor Vehicle Tax for August 2022 | \$ 27,000.77 |

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

Sincerely,

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

Mike Foreman
Town Manager



Triview Metro Public Works October 2022 Report

List of October Projects:

- Fall Fertilizer & aeration completed
- Cut back perennials on Jackson creek
- Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations
- District concrete repairs completed 10-21-2022.
- Irrigation Winterization started 10-11-2022 with drain down of systems.
- Final mow and un-going clean up and pruning
- Ice-melt buckets placed at large mailbox kiosk
- Detention pond cutback to cattails
- Detention pond maintenance
- Tree wrapping on all smooth bark trees 4" cal. And under
- Fleet maintenance, Final run through all snow equipment.
- Fall tree replacement Sanctuary
- Fall street light audit complete, and contractors are busy repairing issues.
- Snow service planning additional roads and sidewalks. Employee snow operator training.
- order more holiday lighting for Baptist landscape project.
- District street sweeping mains to start 10/18/2022
- Top dress and grade playground mulch all parks.





Focus for November:

- Winter water new plant material
- Christmas lighting on Jackson Creek, Baptist landscape, Bowstring, Train Park, Lyons Tail.
- Street Sweeping of district as needed
- Irrigation repairs and addressing coverage issues.
- Trails: Grade and top dress where needed and start on enhancing trail from St. Lawrence way cul-de-sac, and Piute trail
- A yard fall clean up and organizing.
- Finish up Tree & Shrub fertilizer.
- Final clean up and service all mow equipment store for winter.
- Set up training for team (ALCC, Site One U, Pro-green, DBC two-wire class)
- Winter cutbacks on perennials, and woody shrubs
- Crack fill Jackson Creek Parkway and Leather Chaps.
- Set irrigation tap Kitchener and James Gate with water department.
- Start repairing Agate park Irrigation, grading, trail.





Triview Metro Water Department

List of Accomplishments for September, 2022

| | |
|--|------------------|
| Pumpage for month of September 2022 – | |
| Total to Production | 45.650 Mg |
| Total to Production September/2021 | 44.136 Mg |
| Net water impounded in District ground storage tanks | 162850 Gal |
| Total District Irrigation | 8.838 Mg |
| Total Sold | 37.306 MG |
| Total Sold September/2021 | 36.386 Mg |
| Total District flow to WWTP for September 2022 | 11.647 MG |

Reported activity for Month of September 2022

Wellfield-

- Well A9 was reinstalled and flow meter replaced and is running normally
- All other wells are available

Water Plants A/B, C Plant Pump Station-

- A Plant is running normally
- B Plant is running normally
- C Plant Pump Station is running normally
- Sodium hypochlorite deliveries are occurring without delay to both A and B plants
- District Bacti sampling completed on 10/13
- Continued preparation for sanitary survey anticipated by December. Crew is buffing up the plants.

Additional Accomplishments-

- Numerous locates were completed throughout the district during the month of September

- PRV vault maintenance- staff continues to maintain vaults by pumping out any ground water intrusion, inspecting plumbing, looking for leaks and repairing, recording vault high and low side pressures to ensure pressures are consistent with established setpoints.
- We have achieved 100% compliance again this year for state required backflow device inspections (220 devices total) This program was undertaken and managed by Rob Lewis, who did an excellent job on this vital project (It should be noted that this is also a closely monitored requirement for the State Sanitary survey)
- 191 fire hydrants have been flushed and serviced
- Crew finished coordinating with contractors for 16 inch line tie in for future construction needs

Calculated Pumpages for month of September 2022:

| | A7 | D7 | A8 | A9 | D9 | A4 | D4 | A1 | D1 | WellTotal |
|--------|------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|--------|------------|
| Mar-22 | 4,613,972 | 2,354,024 | 0 | 217,674 | 3,880,640 | 282,992 | 1,424,000 | 0 | 0 | 12,773,302 |
| | | | 0 | | | | | | | |
| Apr-22 | 4,332,264 | 369,804 | 0 | 2,805,988 | 4,383,120 | 3,812,000 | 2,000 | 270,032 | 0 | 15,975,208 |
| | | | 0 | | | | | | | |
| May-22 | 5,783,360 | 2,783,176 | 0 | 4,151,162 | 6,468,696 | 6,183,111 | 1,610,928 | 4,694,331 | 10,000 | 31,674,764 |
| | | | 0 | | | | | | | |
| Jun-22 | 13,862,656 | 4,313,684 | 0 | 5,696,048 | 6,738,112 | 6,161,064 | 2,751,980 | 9,110,088 | 28,000 | 48,633,632 |
| | | | 0 | | | | | | | |
| Jul-22 | 7,093,037 | 3,868,040 | 0 | 2,787,664 | 6,565,520 | 5,551,008 | 2,720,000 | 9,844,672 | 0 | 38,429,941 |
| | | | | | | | | | | |
| Aug-22 | 7,762,656 | 4,625,320 | 0 | 0 | 7,708,600 | 7,134,576 | 3,182,416 | 10,293,073 | 0 | 40,706,641 |
| | | | | | | | | | | |
| Sep-22 | 7,769,656 | 4,837,512 | 6,058,031 | 1,514,260 | 8,015,768 | 4,938,321 | 2,709,942 | 9,397,786 | 1,000 | 45,242,276 |

| Master Meter | Clearwell Prod. | B Filter 1 | B Filter 2 | B Filter 3 | B Filter 4 | B Filter 5 | A Filter 1 | A Filter 2 | All Plant filter total | Clearwell Prod. + Well A1 | Water Sold \$ | |
|--------------|-----------------|------------|------------|------------|------------|------------|------------|------------|------------------------|---------------------------|---------------|--------|
| 0 | 11,927,926 | 2,479,929 | 2,573,259 | 2,614,566 | 2,587,453 | 2,545,252 | 0 | 0 | 12,800,489 | 11,927,926 | 10,431,000 | Mar-22 |
| 0 | 17,456,290 | 3,236,237 | 4,540,100 | 4,545,139 | 3,238,132 | 3,156,224 | 37 | 44 | 18,715,913 | 17,726,322 | 13,611,000 | Apr-22 |
| 0 | 30,614,925 | 6,437,188 | 6,401,905 | 6,508,446 | 6,572,639 | 6,823,690 | 2,501,511 | 2,358,151 | 37,603,531 | 35,309,256 | 30,983,000 | May-22 |
| 0 | 33,674,961 | 6,689,689 | 7,634,959 | 7,813,469 | 6,805,431 | 6,856,325 | 4,801,433 | 4,568,124 | 45,169,430 | 42,785,049 | 36,995,000 | Jun-22 |
| 0 | 30,827,020 | 6,289,030 | 6,470,172 | 6,550,654 | 6,461,157 | 7,035,031 | 5,195,899 | 4,921,152 | 42,923,096 | 40,671,682 | 32,314,000 | Jul-22 |
| 0 | 29,905,976 | 6,114,537 | 6,317,840 | 6,675,041 | 4,904,514 | 7,941,051 | 5,377,540 | 5,177,568 | 42,508,097 | 40,199,049 | 35,604,000 | Aug-22 |
| | | | | | | | | | | | | |
| | 37,534,137 | 35,125,505 | 7,076,075 | 7,519,821 | 7,506,261 | 6,993,286 | 8,661,870 | 4,885,744 | 47,320,246 | 44,523,291 | 37,306,000 | Sep-22 |

Well meters to Filter meters ~4.4%, Clearwell + Well A1 compared to well meters ~1.59%

Resolution No. 2022-12
TRIVIEW METROPOLITAN DISTRICT

**A RESOLUTION DECLINING ANY AND ALL EMPLOYER PARTICIPATION
IN THE COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE
PROGRAM**

WHEREAS, in November of 2020, Colorado voters approved Proposition 118, codified in Part 5, Article 13.3 of Title 8, Colorado Revised Statutes (C.R.S.), establishing the Family and Medical Leave Insurance ("FAMLI") Program, a state insurance plan providing paid leave for Colorado workers during certain life circumstances; and

WHEREAS, the premiums required for FAMLI will be collected starting January 1, 2023, and benefits will begin January 1, 2024; and

WHEREAS, at a public meeting held October 20, 2022, the Board of Directors held a public hearing on the decision whether to participate in FAMLI; and

WHEREAS, the District does not have any employees; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. The Board of Directors finds and determines that, with regard to the public hearing on the decision of whether to decline participation in FAMLI, notice was given and the hearing was conducted in accordance with the regulations adopted by the Colorado Department of Labor and Employment and codified at 7 CCR 1107-2.

2. The Board of Directors, acting by and on behalf of the District, declines any and all participation in the FAMLI Program. The Board of Directors further directs its staff to bring the matter of revisiting the decision to decline participation in FAMLI before a future Board by no later than eight years from the date of the vote on this Resolution.

[Remainder of Page Intentionally Left Blank]

APPROVED AND ADOPTED October 20, 2022, by the Board of Directors of Triview Metropolitan District.

TRIVIEW METROPOLITAN DISTRICT

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on October 20, 2022, as 16055 Old Forest Point Suite 302 Monument, Colorado 80132.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 20th day of October 2022.

Signature

Printed Name

FAMLI PROGRAM OPT-OUT REQUIREMENTS FOR DISTRICT WITH EMPLOYEES

The Board of Directors of the Special District must:

1. Vote on a resolution declining participation (either full or partial) in the FAMLI program.
(The form opt-out resolution is available in LawSuite)
2. District must provide notice of the public meeting
 - a. Public notice must be given in the same manner as any other business before the Board
 - b. The Board must also provide written notice to employees in advance of the meeting. The written notice must:
 - i. Contain information regarding the vote process, and
 - ii. Provide the opportunity to submit comments through a public process to the District.
 1. NOTE: Follow the same method of communication for this notice as the District would typically use to communicate other employment or benefits information to employees.
 2. NOTE: Districts considering a proposal to decline participation in the FAMLI Program **may, but are not required** to, provide similar information to employees as would be included in the post-vote notice, as well as a copy of the proposed resolution, and an explanation of procedures adopted or used by the District Board of Directors to take public comment. (See Section 3.b. below)
3. Within 30 days after the vote on the resolution, provide written notice of the BOD's decision to opt out of the FAMLI Program (Notification Template included below)
 - a. This notice must be provided to employees individually AND posted in a conspicuous and accessible place in each establishment where employees are employed.
 - i. Should the District not maintain any physical workspace or an employee works remotely, e-mail or web-based notification may be substituted.
 - ii. The Division has stated that it will create and make available posters and notices containing the information required by the Local Government Opt-Out Rule (§ 2.6.F.2.e. of 7 CCR 1107-2) and employers may use those posters and notices to comply with the notice requirements. It is the responsibility of the District to request printed materials from the Division. NOTE: as July 15, 2022, no such posters or notices have been published.
 - b. The notice must:
 - i. Explain the difference between benefits offered by the FAMLI Program and leave plans of the employer;
 - ii. State which employees, if any, are eligible for federal FMLA;

- iii. Provide information regarding the rights of employees to individually and voluntarily opt into the FAMLI Program with contact information for the Division.
4. Before January 1, 2023, notify the Division of the vote by registering in the Division's online system and by uploading a letter containing the following NOTE: the online system is expected to be available in fall of 2022:
- a. A letter on Special District letterhead;
 - b. The date of the vote;
 - c. The result of the vote to decline participation;
 - d. That the District:
 - i. declines all participation – including collecting and remitting employee premiums; or
 - ii. declines employer participation but will support employees who individually opt in – but will facilitate the withholding and remittance of the premiums of those employees who individually opt in to the FAMLI Program.]
5. After benefits begin in 2024, the District must give **180 days** advance written notice to employees prior to a meeting for a vote to change opt-in/opt-out status of the FAMLI Program. Such notice must:
- i. Include information regarding the vote process
 - ii. Provide opportunity to submit comments through a public process to the governing body
6. The District with employees must renew the declination of participation through a similar vote process and margin no later than every eight (8) years. In the absence of a vote further declining coverage, a local government with employees will become a covered employer.

See §§ 2.1. through 2.7. of the Local Government Opt-Out Rule, [7 CCR 1107-2](#).

[Post-Vote Notification to Employees Template]

**NOTICE TO EMPLOYEES OF THE DECISION TO DECLINE PARTICIPATION IN
THE FAMILY AND MEDICAL LEAVE INSURANCE (FAMLI) PROGRAM, AND THE
RIGHT TO VOLUNTARILY OPT INTO THE FAMLI PROGRAM**

Notice is hereby given to District Employees that a vote on Resolution No. 2022-_____ was held on _____, 2022, in which the Board of Directors declined [PICK ONE]: all participation in the Family and Medical Leave Insurance (“FAMLI”) Program **OR** employer participation, but will facilitate withholding and remittance of the premiums of individual employees opting into the Program.] This notice explains how the vote affects employees’ rights and benefits.

I. LEAVE COMPARISON: FAMLI PROGRAM, DISTRICT’S LEAVE PROGRAM

The FAMLI Program

Under the FAMLI Program, covered individuals may take up to 12 weeks of paid aggregate family/medical leave (up to 16 weeks for pregnancy complications) in a 12-month period for:

- Birth, adoption, placement through foster care, or care of a new child during the first year after birth, adoption, or placement through foster care;
- Care for a family member with a “serious health condition” (including pregnancy);
- An employee’s own “serious health condition”;
- Exigency leave (based on a qualifying need arising out of current or impending active-duty military service); or
- Safe leave (employee or employee’s family member is the victim of domestic abuse, stalking, or sexual assault/abuse).

Employers participating in the FAMLI Program must submit insurance premiums to the State starting on January 1, 2023, through a payroll premium split between employers and employees. Paid leave benefits start no sooner than January 1, 2024. Paid leave is a partial income replacement as follows: 90% of an employee’s average weekly wage for the portion of their wages equal to or less than 50% of the state average weekly wage; and 50% of the portion of their wages that exceeds the state average weekly wage. The maximum weekly benefit is \$1,100. For more information, see the FAMLI Premium and Benefits Calculator: <https://famli.colorado.gov/individuals-and-families/premium-and-benefits-calculator>.

The District has [PICK ONE]: declined participation and will not be deducting an employee’s premium or sending the premium to the FAMLI Division **OR** declined

participation, but will facilitate withholding and remittance of the premiums of individual employees opting in in the FAMLI Program.

District Employee Benefit Program

Paid Holidays of the District are: [. . .]

The Paid Sick/Personal Leave Policy of the District is:

[Explanation of District's Paid Sick/Personal or Paid Leave Program – how many hours annually by FTE, when can leave be used, can the leave be carried over]

The Paid Vacation Leave Policy of the District is:

[Explanation of District's Vacation Leave Program – how many hours annually by FTE, when can leave be used, can the leave be carried over]

Short-Term Disability Coverage:

[Explanation of any short-term disability coverage, and eligibility therefore, that the District has in place]

Long-Term Disability Coverage:

[Explanation of any long-term disability coverage, and eligibility therefore, that the District has in place]

Workers' Compensation:

[Explanation of the Workers' Compensation program]

Federal Family Medical Leave Act (FMLA):

[Indicate whether your District is subject to FMLA, and provide a description of the program]

[If your District has other employee benefits, list and provide a description]

[It may be helpful to refer to other, more detailed policies of the District, with a statement such as: "District employees should refer to the District's Personnel Guidelines/Employment Manual for more details."]

II. EMPLOYEE'S RIGHT TO VOLUNTARILY OPT-IN AS AN INDIVIDUAL PARTICIPANT

Even though the District has decline participation in the FAMLI Program, a District employee may individually opt into the program by contacting the FAMLI Division at CDLE_FAMLI_info@state.co.us

**RESOLUTION 2022-13 OF THE
BOARD OF DIRECTORS OF
TRIVIEW METROPOLITAN DISTRICT**

WHEREAS, Triview Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a body corporate with the powers authorized by and in compliance with Section 32-1-101 et seq., C.R.S.; and

WHEREAS, in accordance with Section 32-1-1001(1)(m), C.R.S., the District is empowered to adopt, amend, and enforce rules and regulations governing the operation of the District; and

WHEREAS, the Board of Directors of the District (the “**Board**”) has determined that it is in the best interests of the District and the residents and property owners of the District to adopt a code of conduct for the Board, the District’s staff, the members of any committees appointed by the Board, and any volunteers acting on behalf of the District (the “**District Representatives**”); and

WHEREAS, the Board desires to (i) identify minimum standards of ethical conduct for District Representatives and reiterate the requirements in the Code of Ethics in Sections 24-18-101, et seq., C.R.S., as amended from time to time; (ii) inform the public of the minimum standards to which District Representatives are expected to adhere; and (iii) to encourage all District Representatives to act in the best interest of the District and the community as a whole.

NOW, THEREFORE, be it resolved by the Board of Directors of Triview Metropolitan District as follows:

1. Adoption of Policies and Procedures. The Board of Directors of Triview Metropolitan District hereby adopts the Code of Conduct, set forth in Exhibit A and the Code of Ethics found in Section 24-18-101 et seq., C.R.S., as amended from time to time, and attached hereto as Exhibit B (the Code of Conduct and the Code of Ethics shall be referred to collectively as the “**Code**”), which are incorporated herein by reference.

2. Amendment. The District reserves the right to amend the Code of Conduct adopted hereby in whole or in part, in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to adopt new policies and procedures as may be necessary, in the Board’s discretion. Additionally, any legislative changes to the sections of the Code of Ethics attached as Exhibit B, shall automatically be incorporated into this resolution.

Adopted and effective on October 20, 2022.

TRIVIEW METROPOLITAN DISTRICT, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By:

Officer of the District

Attest:

By:

EXHIBIT A

CODE OF CONDUCT TRIVIEW METROPOLITAN DISTRICT

District Representatives, including the Board, shall adhere to and conduct themselves in harmony with the following:

Section 1. General Provisions. District Representatives acknowledge that the purpose of their positions is to benefit the District and the community. Accordingly, they should perform their duties with honesty, diligence, professionalism, impartiality, and integrity. This includes finding common ground and seeking compromise with others in a way that benefits the community as a whole and striving at all times to serve the best interests of the District, regardless of personal interests.

Section 2. Public Meetings. District Representatives should practice civility, professionalism, and decorum in discussions and debate. District Representatives should arrive on time to all scheduled meetings unless they are excused and be prepared to address each item on the agenda. Meeting participants should keep comments relevant to the topic under discussion. District Representatives and individual Board members do not speak for the Board as a whole unless specifically authorized to do so at a board meeting. Board members should vote on all matters before the Board requiring a vote, except when recusal is required. Anyone abstaining from a vote will state for the record his or her reason(s). There is no place in any meetings related to District business for belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. Shouting or physical actions that could be construed as threatening will not be tolerated.

Section 3. Interactions Outside of Board Meetings. The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations. Representatives should be mindful of the things they say and avoid derogatory language. District Representatives should assume that others have the best intentions behind their actions and seek a private resolution if offended by the words or actions of another.

Section 4. Written Communication. District Representatives must obtain explicit consent before including another Board member's name on any writing or claiming to speak on that person's behalf. District Representatives should treat written notes, voicemail messages, and e-mail as communications subject to public disclosure, and inflammatory or defaming language against any person will not be tolerated.

Section 5. Enforcement and Sanctions. If a District Representative, other than a Board member, violates the Code of Conduct, then his or her actions should be referred to the district manager. They will then be subject to disciplinary proceedings at the discretion of the district manager in accordance with the District's employment policies.

If a Board member violates the Code of Conduct, then he or she may be privately reprimanded or publicly censured by the Board. The Board will determine, by majority vote, whether to privately reprimand or publicly censure a Board member that violates the Code.

If a District Representative violates the Code of Ethics, and thereby breaches their fiduciary duty to the District, they shall be subject to the provisions of Section 24-18-103 C.R.S. as amended from time to time.

EXHIBIT B

CODE OF ETHICS

Section 24-18-101 et seq., C.R.S.

24-18-102. Definitions.

As used in this part 1, unless the context otherwise requires:

- (1) "Business" means any corporation, limited liability company, partnership, sole proprietorship, trust or foundation, or other individual or organization carrying on a business, whether or not operated for profit.
- (2) "Compensation" means any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or another.
- (3) "Employee" means any temporary or permanent employee of a state agency or any local government, except a member of the general assembly and an employee under contract to the state.
- (4) "Financial interest" means a substantial interest held by an individual which is:
 - (a) An ownership interest in a business;
 - (b) A creditor interest in an insolvent business;
 - (c) An employment or a prospective employment for which negotiations have begun;
 - (d) An ownership interest in real or personal property;
 - (e) A loan or any other debtor interest; or
 - (f) A directorship or officership in a business.
- (5) "Local government" means the government of any county, city and county, city, town, special district, or school district.
- (6) "Local government official" means an elected or appointed official of a local government but does not include an employee of a local government.
- (7) "Official act" or "official action" means any vote, decision, recommendation, approval, disapproval, or other action, including inaction, which involves the use of discretionary authority.
- (8) "Public officer" means any elected officer, the head of a principal department of the executive branch, and any other state officer. "Public officer" does not include a member of the general assembly, a member of the judiciary, any local government official, or any member of a board, commission, council, or committee who receives no compensation other than a per diem allowance or necessary and reasonable expenses.
- (9) "State agency" means the state; the general assembly and its committees; every executive department, board, commission, committee, bureau, and office; every state institution of higher education, whether established by the state constitution or by law, and every governing board thereof; and every independent commission and other political subdivision of the state government except the courts.

24-18-103. Public trust - breach of fiduciary duty.

- (1) The holding of public office or employment is a public trust, created by the confidence which the electorate reposes in the integrity of public officers, members of the general assembly, local government officials, and employees. A public officer, member of the general assembly, local government official, or employee shall carry out his duties for the benefit of the people of the state.
- (2) A public officer, member of the general assembly, local government official, or employee whose conduct departs from his fiduciary duty is liable to the people of the state as a trustee of property and

shall suffer such other liabilities as a private fiduciary would suffer for abuse of his trust. The district attorney of the district where the trust is violated may bring appropriate judicial proceedings on behalf of the people. Any moneys collected in such actions shall be paid to the general fund of the state or local government. Judicial proceedings pursuant to this section shall be in addition to any criminal action which may be brought against such public officer, member of the general assembly, local government official, or employee.

24-18-104. Rules of conduct for all public officers, members of the general assembly, local government officials, and employees.

(1) Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty and the public trust. A public officer, a member of the general assembly, a local government official, or an employee shall not:

(a) Disclose or use confidential information acquired in the course of his official duties in order to further substantially his personal financial interests; or

(b) Accept a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value:

(I) Which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties; or

(II) Which he knows or which a reasonable person in his position should know under the circumstances is primarily for the purpose of rewarding him for official action he has taken.

(2) An economic benefit tantamount to a gift of substantial value includes without limitation:

(a) A loan at a rate of interest substantially lower than the commercial rate then currently prevalent for similar loans and compensation received for private services rendered at a rate substantially exceeding the fair market value of such services; or

(b) The acceptance by a public officer, a member of the general assembly, a local government official, or an employee of goods or services for his or her own personal benefit offered by a person who is at the same time providing goods or services to the state or a local government under a contract or other means by which the person receives payment or other compensation from the state or local government, as applicable, for which the officer, member, official, or employee serves, unless the totality of the circumstances attendant to the acceptance of the goods or services indicates that the transaction is legitimate, the terms are fair to both parties, the transaction is supported by full and adequate consideration, and the officer, member, official, or employee does not receive any substantial benefit resulting from his or her official or governmental status that is unavailable to members of the public generally.

(3) The following are not gifts of substantial value or gifts of substantial economic benefit tantamount to gifts of substantial value for purposes of this section:

(a) Campaign contributions and contributions in kind reported as required by section 1-45- 108, C.R.S.;

(b) An unsolicited item of trivial value;

(b.5) A gift with a fair market value of fifty-three dollars or less that is given to the public officer, member of the general assembly, local government official, or employee by a person other than a professional lobbyist.

(c) An unsolicited token or award of appreciation as described in section 3 (3)(c) of article XXIX of the state constitution;

- (c.5) Unsolicited informational material, publications, or subscriptions related to the performance of official duties on the part of the public officer, member of the general assembly, local government official, or employee;
 - (d) Payment of or reimbursement for reasonable expenses paid by a nonprofit organization or state and local government in connection with attendance at a convention, fact-finding mission or trip, or other meeting as permitted in accordance with the provisions of section 3 (3)(f) of article XXIX of the state constitution;
 - (e) Payment of or reimbursement for admission to, and the cost of food or beverages consumed at, a reception, meal, or meeting that may be accepted or received in accordance with the provisions of section 3 (3)(e) of article XXIX of the state constitution;
 - (f) A gift given by an individual who is a relative or personal friend of the public officer, member of the general assembly, local government official, or employee on a special occasion.
 - (g) Payment for speeches, appearances, or publications that may be accepted or received by the public officer, member of the general assembly, local government official, or employee in accordance with the provisions of section 3 of article XXIX of the state constitution that are reported pursuant to section 24-6-203 (3)(d);
 - (h) Payment of salary from employment, including other government employment, in addition to that earned from being a member of the general assembly or by reason of service in other public office;
 - (i) A component of the compensation paid or other incentive given to the public officer, member of the general assembly, local government official, or employee in the normal course of employment; and
 - (j) Any other gift or thing of value a public officer, member of the general assembly, local government official, or employee is permitted to solicit, accept, or receive in accordance with the provisions of section 3 of article XXIX of the state constitution, the acceptance of which is not otherwise prohibited by law.
- (4) The provisions of this section are distinct from and in addition to the reporting requirements of section 1-45-108, C.R.S., and section 24-6-203, and do not relieve an incumbent in or elected candidate to public office from reporting an item described in subsection (3) of this section, if such reporting provisions apply.
- (5) The amount of the gift limit specified in paragraph (b.5) of subsection (3) of this section, set at fifty-three dollars as of August 8, 2012, shall be identical to the amount of the gift limit under section 3 of article XXIX of the state constitution, and shall be adjusted for inflation contemporaneously with any adjustment of the constitutional gift limit pursuant to section 3(6) of article XXIX.

24-18-105. Ethical principles for public officers, local government officials, and employees.

- (1) The principles in this section are intended as guides to conduct and do not constitute violations as such of the public trust of office or employment in state or local government.
- (2) A public officer, a local government official, or an employee should not acquire or hold an interest in any business or undertaking which he has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by an agency over which he has substantive authority.
- (3) A public officer, a local government official, or an employee should not, within six months following the termination of his office or employment, obtain employment in which he will take direct advantage, unavailable to others, of matters with which he was directly involved during his term of employment. These matters include rules, other than rules of general application, which he actively

helped to formulate and applications, claims, or contested cases in the consideration of which he was an active participant.

(4) A public officer, a local government official, or an employee should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he has a substantial financial interest in a competing firm or undertaking.

(5) Public officers, local government officials, and employees are discouraged from assisting or enabling members of their immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom the officer, official, or employee is in a position to reward with official action or has rewarded with official action in the past.

24-18-108. Rules of conduct for public officers and state employees.

(1) Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.

(2) A public officer or a state employee shall not:

(a) Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;

(b) Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;

(c) Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency; or

(d) Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

(3) A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under section 24-18-110.

24-18-108.5. Rules of conduct for members of boards and commissions.

(1) Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.

(2) A member of a board, commission, council, or committee who receives no compensation other than a per diem allowance or necessary and reasonable expenses shall not perform an official act which may have a direct economic benefit on a business or other undertaking in which such member has a direct or substantial financial interest.

24-18-109. Rules of conduct for local government officials and employees.

(1) Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty and the public trust.

(2) A local government official or local government employee shall not:

(a) Engage in a substantial financial transaction for his private business purposes with a person whom he inspects or supervises in the course of his official duties;

(b) Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent; or

(c) Accept goods or services for his or her own personal benefit offered by a person who is at the same time providing goods or services to the local government for which the official or employee serves, under a contract or other means by which the person receives payment or other compensation from the local government, unless the totality of the circumstances attendant to the acceptance of the goods or services indicates that the transaction is legitimate, the terms are fair to both parties, the transaction is supported by full and adequate consideration, and the official or employee does not receive any substantial benefit resulting from his or her official or governmental status that is unavailable to members of the

24-18-110. Voluntary disclosure.

A member of a board, commission, council, or committee who receives no compensation other than a per diem allowance or necessary and reasonable expenses, a member of the general assembly, a public officer, a local government official, or an employee may, prior to acting in a manner which may impinge on his fiduciary duty and the public trust, disclose the nature of his private interest. Members of the general assembly shall make disclosure as provided in the rules of the house of representatives and the senate, and all others 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.

AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE (the "Agreement") is entered into to become effective as of this _____ day of _____, 2022 (the "Effective Date") by and between **Southeastern Colorado Water Conservancy District, by and through its enterprise, Southeastern Colorado Water Conservancy District, by and through its enterprise ("Purchaser")** and **Triview Metropolitan District, a Colorado special district, quasi-municipal corporation and political subdivision of the State of Colorado ("Seller")**. Purchaser and Seller may be referred to individually hereafter as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Seller is the fee simple owner of certain real property located in the County of Pueblo, State of Colorado (the "**County**"), more particularly described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by this reference (the "**Property**"); and,

WHEREAS, Purchaser intends to utilize the Property for public purposes in conjunction with the Arkansas Valley Conduit Project ("**AVC**"); and

WHEREAS, Seller desires to sell, transfer, and convey the Property to Purchaser, and Purchaser desires to purchase and acquire the Property from Seller, upon and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase and Sale. Subject to and upon all of the terms and conditions of this Agreement, Seller agrees to sell, transfer, and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller, good and marketable fee simple absolute interest in the Property.
2. Purchase Price. The purchase price for the in the Property is \$25,000 (the "**Purchase Price**"). The Purchase Price shall be deposited with the Title Company (defined below) upon execution of this Agreement by the parties.
3. Actions Pending Closing.
 - a. Purchaser shall have sixty (60) days from Effective Date to secure a commitment for Title Insurance ("**Title Commitment**") and provide any objections to the condition of title, in writing, to the Seller. The Parties hereby select Fidelity National Title to serve as the title insurance company (the "**Title Company**") to issue to Purchaser a standard ALTA Form 2006 policy of owner's title insurance insuring title to the Property in the amount of the Purchase Price (the "**Title Policy**"). Seller shall have 60 days from receipt of said written objections to implement equitable remedies to provide good

and marketable title to the Property. In the event 60 days is insufficient to remedy matters affecting title to the property, Seller, at its sole discretion, may:

- i. Extend the deadline for Seller to implement such remedies as may be deemed reasonable and necessary by the Parties;
 - ii. Accept the condition(s) of title;
 - iii. Terminate this Agreement, with no liability for costs, expenses or compensation (except as defined in Paragraph 4 below) due to Seller.
- b. Seller shall have the right, during the pendency of this Agreement, to enter upon the Property for due diligence and testing, including but not limited to soils, subsurface conditions and environmental investigations.
- c. Any entry by Purchaser onto the Property shall be subject to, and conducted in accordance with, all applicable laws. Notwithstanding the foregoing to the contrary, if Purchaser proposes to make any tests which involve drilling, boring or other similar intrusive or invasive action on or under the Property, then Purchaser shall obtain Seller's written consent prior to making any such tests, which consent shall not be unreasonably withheld, conditioned or delayed. Purchaser shall use care and consideration in connection with any of its inspections or tests and Seller shall have the right to be present during any inspection of the Property by Purchaser or its agents. Prior to any entry upon the Property by private contractor(s) on behalf of Purchaser said contractor(s) shall deliver to Seller an industry standard insurance certificate confirming commercial general liability insurance coverage in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, naming Seller as an additional insured on such policy, and which shall be primary and non-contributing, issued on an occurrence basis, contain a waiver of subrogation, and cover the activities of said contractor(s) and its agents, employees, representatives and anyone claiming by, through or under said contractor. All policies shall be written by carriers licensed to conduct business in the State of Colorado, rated at least an A-IX in Best's Insurance Guide, and no such policy shall be subject to cancellation or modification without ten (10) day prior notice to Seller. Provided, however, that any contractor(s) acting on behalf of Purchaser have no responsibility or liability for the following: (i) any act or omission of the Seller; (ii) any adverse condition or defect on or affecting the Property not caused by said contractor(s) but discovered or impacted during their inspections including, without limitation, the pre-existing presence or discovery of any matter (such as, but not limited to, any hazardous substance); or (iii) the results or findings of any inspection. Any contractor shall promptly repair any damage to the Property caused by its entry thereon and restore the same to substantially the same condition in which it existed prior to such entry. The provisions of this Section shall survive the Closing or the termination of this Agreement.
- d. Pueblo County Planning and Development Approvals.
- i. The Parties expressly agree that Closing (hereinafter defined) shall be contingent upon Purchaser securing land use approval through the Pueblo County, Colorado Planning and Development Department ("County Planning"), including but not limited to zoning, subdivision, special use permits or development plans, as may

be applicable with respect to the Property. Purchaser shall manage the County Planning development review processes as co-applicant with Seller, and Purchaser shall diligently pursue obtaining all appropriate County approvals and bear all costs associated with the County planning and development processes. Seller, at no cost to Seller, shall fully cooperate with Purchaser in its pursuit of the land use approvals, including but not limited to:

1. providing documents related to the Property in Seller's possession if reasonably requested by Purchaser;
 2. providing the fee owner's written consent or acknowledgement to any and all documents reasonably required in furtherance of Pueblo County land use, subdivision or development approvals; and,
 3. participation in meetings and/or coordination with Seller, Seller's contractors or consultants, County Planning, other departments of Pueblo County or others as may be reasonably required to apply, respond and seek approval of Pueblo County land use, subdivision or development approvals.
- ii. It is understood and agreed that the legal description for the Property, as described and depicted in Exhibits "A" and "B", may be superseded at Closing by that legal description created through the subdivision of the Property, but will describe the same area set forth in Exhibit A. The Deed and other documents required at Closing will incorporate the legal description so defined by the subdivision.
 - iii. In the event the land use and subdivision are not approved by Pueblo County on or before the date that is twelve (12) months after the date of this Agreement (the "**Entitlement Deadline**"), unless otherwise agreed in writing by Seller and Purchaser, this Agreement shall automatically terminate with no liability for costs, expenses or compensation due to Seller.
4. Possession. Purchaser shall be entitled to possession of the Property and utilize the Property for public purposes upon deposit of the Purchase Price with the Title Company. In the event this Agreement is terminated, Purchaser may lease the Property until December 31, 2024 for the sum of \$5,000.00, payable to Seller within 30 days of termination of this Agreement. Upon the expiration of a lease contemplated herein, Purchaser shall promptly repair, or cause to be promptly repaired, any damage to the Property caused by its entry thereon and occupation thereof and restore the same to substantially the same condition in which it existed prior to such entry. The provisions of this Section shall survive the termination of this Agreement.
 5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser as of the effective date of this Agreement and on the date of Closing, as if separately made on each of such days, the following shall be true, correct and complete:
 - a. Seller is duly organized, validly existing and in good standing under applicable law and has the full right, power and authority to enter into this Agreement, consummate or cause to be consummated the purchase and sale transaction contemplated by this Agreement. This Agreement and all of the documents to be delivered by Seller at

Closing have been and will be properly executed and duly authorized, and the persons executing such documents on behalf of Seller are duly authorized, by all requisite action on the part of Seller in accordance with Seller's organizational documents. This Agreement constitutes the legal, valid binding and enforceable obligation of the Seller.

- b. No consent or approval by, notice to, or registration with, any person, entity, regulatory body, administrative agency or other governmental authority is required on Seller's part in connection with the execution and delivery of this Agreement and the consummation of the transactions described herein. Except for this Agreement, Seller has not entered into any other unrecorded agreements, contracts or leases that affect or relate to the Property that will affect the Property subsequent to Closing that have not been delivered to Purchaser as part of the Due Diligence Documents.
 - c. There is no litigation or other proceeding pending against or relating to the Property or Seller's interest therein. Relative to the Property or Seller's interest therein, there are no pending proceedings for condemnation by any authority having that right or power which could detrimentally affect the value of the Property. To the actual current knowledge of Seller ("Seller's Knowledge"), the Property is not subject to any judgment, suit, lien, receivership, or any other such encumbrance whatsoever except for those matters that are recorded in the real estate records of the Clerk and Recorder of Pueblo County.
 - d. Neither the execution and delivery of this Agreement by Seller, the consummation by Seller of the transactions contemplated by this Agreement, nor the compliance by Seller with any of the provisions of this Agreement and/or of the other agreements to be entered into at Closing will (i) violate, conflict with or result in a breach of any provisions of, or constitute a default (or an event which, with notice or the passage of time, or both, would constitute a default) under, any of the terms, conditions or provisions of Seller's governing instruments or any note, bond, mortgage, indenture, deed of trust, lease, license, agreement or other instrument or obligation to which Seller is a party, or by which it or any of its properties or assets may be bound or affected, or (ii) violate any order, writ, injunction, decree, or, to Seller's actual knowledge, any statute, rule or regulation applicable to Seller or any of its properties or assets.
 - e. To Seller's Knowledge, no governmental entity has served upon Seller any written notice claiming any violation of any environmental law relating to any hazardous substance.
6. **Title Policy:** The Purchaser shall pay for the costs of the Title Policy.
7. **Payment Purchase Price.** Subject to full and timely performance by Seller, the total Purchase Price shall be payable by Purchaser to Seller on or before the Closing Date (as hereinafter defined) in the form of cash or other immediately available funds.
8. **As Is.** Purchaser is purchasing the Property in its present "AS IS" "WHERE IS" condition and state of repair with all faults and defects, and is not relying upon any representations, warranties, guaranties, promises, statements, assurances or covenants, either expressly

or impliedly, of Seller or any employee or agent of Seller, and Seller hereby disclaims the same, other than those expressly set forth in this Agreement.

9. Assignability. Purchaser may assign or transfer Purchaser's rights or obligations under this Agreement to another governmental entity or political subdivision in furtherance of the AVC. Notwithstanding the foregoing, Purchaser shall not otherwise assign or transfer Purchaser's rights or obligations under this Agreement, without the express written consent of Seller, which may be withheld, conditioned or delayed in Seller's sole discretion.
10. Notices. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall, in the case of a notice or demand, be given electronically or in writing, and if made in writing may be personally delivered or given or made by recognized overnight courier service (such as Federal Express, Airborne or DHL), or by United States registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To Seller:

To Buyer:

Any party may designate a different address for itself by notice similarly given. Unless otherwise provided herein, any such notice, demand or document so given, delivered or made by electronic delivery shall be effective upon transmission and any such notice, demand or document so given by recognized overnight courier or by registered or certified mail shall be effective upon delivery of the same to the proper address of the party or parties to whom the same is to be given.

11. Closing. The purchase and sale transaction contemplated by this Agreement shall be consummated through a closing (**the "Closing"**) which shall be held through escrow with the Title Company. The date of closing (**the "Closing Date"**) shall be within thirty (30) days after receipt of the final land use, subdivision or development approval by Pueblo County, but no later than the Entitlement Deadline, unless otherwise mutually agreed to by the parties. The procedure to be followed by the parties in connection with the Closing shall be as follows:
- a. All documents to be recorded and funds to be delivered hereunder shall be delivered to the Title Company at or prior to Closing, in escrow, to hold, deliver, record and disburse in accordance with escrow instructions of each party.
 - b. At the Closing, the following shall occur:

Seller shall deliver or cause to be delivered:

- i. A special warranty deed conveying the Property to Purchaser duly executed and acknowledged by Seller, free and clear of all taxes and assessments due

for prior years, and the current year ad valorem property taxes prorated to the date of closing, if any, and satisfaction or release of all monetary liens, judgments, and other financial encumbrances required to deliver financially unencumbered title to the Purchaser, and subject to easements, conditions, restrictions, rights-of-way and other matters of record accepted by the Purchaser as of the Closing Date;

- ii. All other documents required to be executed by Seller pursuant to the terms of this Agreement or reasonably required by the Title Company to effectuate the Closing and issuance of a Title Policy by the Title Company.

Purchaser shall deliver or cause to be delivered:

- iii. The Purchase Price, subject to the prorations and adjustments set forth in this Agreement; and
 - iv. All other documents required to be executed by Purchaser pursuant to the terms of this Agreement or reasonably required by the Title Company to effectuate the Closing.
- c. Purchaser and Seller shall each deliver to the Title Company an executed copy of such party's Closing settlement statement setting forth all prorations and disbursements of the Purchase Price and all expenses of the Closing.
 - d. In the event the Agreement is terminated and does not close, the Purchase Price shall be refunded to Purchaser by the Title Company. Any other items held by the Title Company shall be returned to Party that delivered such to the title company.

12. Taxes, Prorations and Closing Costs. The following allocations and prorations shall be made between Seller and Purchaser as of the Closing Date:

- a. Seller shall pay ad valorem taxes, if any, that have accrued against the Property, including prorated taxes for the year of closing. Ad valorem taxes, including prorated taxes, shall be remitted to the Pueblo County Treasurer at Closing
- b. Purchaser shall pay for the closing or escrow charges of the Title Company;
- c. Purchaser shall pay for the Title Policy;
- d. The Purchaser shall pay the fee for recording the deed and the documentary stamp fee (if applicable); and
- e. Other Closing costs shall be apportioned between the parties in accordance with the normal and customary practice of commercial real estate transactions in the County.

13. Default and Remedies. If any obligation under this Agreement is not performed as provided, there shall be the following remedies:

- a. If the Purchaser defaults in any material respect hereunder, and such default continues for three (3) days following receipt of written notice of such default from Seller, the Seller's sole remedy shall be to terminate this Agreement by giving notice thereof to the Purchaser, and neither party shall have any further liability or obligation to the other, except for any other provisions of this Agreement that is expressly intended to survive the termination of this Agreement. Notwithstanding the foregoing, Seller may elect to waive such default and proceed to closing without any reduction in the Purchase Price. The Seller may not exercise its sole remedy if the Seller is in default in any material respect under this Agreement.
- b. If the Seller defaults in any material respect hereunder and such default continues for three (3) days following receipt of written notice of such default from Purchaser, the Purchaser may, at its sole election and remedy, either:
 - i. terminate this Agreement and neither party shall have any further liability or obligation to the other, except for any other provision of this Agreement that is expressly intended to survive the termination of this Agreement;
 - ii. waive such default by electing to proceed to Closing and purchase the Property pursuant to this Agreement without any reduction in the Purchase Price; or
 - iii. assert and seek judgment against the Seller for specific performance within sixty (60) days following the date upon which Closing was to have occurred. The Purchaser may not exercise its remedies hereunder if the Purchaser is in default in any material respect under this Agreement.
- c. Notwithstanding anything to the contrary contained elsewhere in this Agreement, each party shall have all rights and remedies afforded it at law and in equity for defaults occurring in any post-closing or survivable obligations occurring after Closing, but specifically excluding consequential, special or punitive damages. Notwithstanding anything herein to the contrary, neither party shall be entitled to consequential, special or punitive damages in connection with any default under or termination of this agreement prior to Closing.

14. General.

- a. Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, whether written or oral, between the parties respecting such matters. Any amendments or modifications hereto, in order to be effective, shall be in writing and executed by the parties hereto.
- b. Time of Essence. Time is of the essence in the performance of each and every term, condition, and covenant of this Agreement.
- c. Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

- d. Attorneys' Fees. The prevailing party in any legal proceeding brought to enforce rights hereunder shall recover from the other party its reasonable attorneys' fees and costs. As used herein the term "prevailing party" means the party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit.
- e. Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or of any warranty or representation under this Agreement by another party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any such breach by another party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. Except as expressly provided in this Agreement, failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provisions of this Agreement.
- f. Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.
- g. Time Computations. Unless otherwise provided herein, in computing a period of days for performance or payment as provided hereunder, the first day shall be excluded and the last day shall be included. If the last day of any such period is Saturday, Sunday or legal holiday, the period shall extend to include the next day which is not a Saturday, Sunday, or legal holiday. Any performance or payment which must be taken or made under this Agreement must be taken or made prior to 5:00 p.m. (MST) on the last day of the applicable period provided hereunder for such action, unless another time is expressly specified. All references to time shall be to local Denver, Colorado, time. If a date for performance or payment falls on a holiday or weekend, the time for performance or payment shall be extended to the next business day, and if performance or payment has occurred on such weekend or holiday, it shall be deemed to have occurred on the next business day.
- h. Exhibits. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.
- i. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue for all actions arising from this Agreement shall be in the District Court in and for the County.
- j. Recording. The Purchaser, at its sole discretion, may record this Agreement and/or any memorandum or other evidence of this Agreement in the real property records in Pueblo County.

- k. Further Instruments. Each party hereto shall, from time to time, execute and deliver such further documents or instruments as the other party or the Title Company may reasonably request to effectuate the intent of this Agreement, including, without limitation, documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.
- l. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect. If allowed by law, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.
- m. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by email of a PDF document or secured electronic signature software, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date set forth above.

SELLER:

Triview Metropolitan District, a Colorado special district, quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Name: _____

Title: _____

PURCHASER:

Southeastern Colorado Water Conservancy District,
by and through its enterprise, _____

By: _____

Name: _____

Title: _____

APPRAISAL RELEASE

FOR

**Parcel of land located within a portion of the SW ¼ and the
NW ¼ of Section 31, Township 20 South, Range 62 West of the
Sixth Principal Meridian, Pueblo County, Colorado**

Pursuant to the Federal Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs Act ("Uniform Act") 49 C.F.R. § 24.102(c)(2)(ii), to the extent applicable, the Southeastern Colorado Water Activity Enterprise (the "Enterprise"), may perform a value finding in place of an appraisal for properties with an estimated value of \$10,000 to \$25,000.

It has been determined by the Enterprise that the property which is the subject of this agreement (the "Property") is: legally described and depicted on the exhibits attached; located in unincorporated Pueblo County, Colorado; part of Pueblo County Assessor's Parcel No. 231000006; and sought to be acquired by the Enterprise for a public purpose. The Property has an estimated value between \$10,000 and \$25,000.

The undersigned landowner(s) hereby acknowledge(s) that landowner is entitled to have the Enterprise perform an appraisal to determine the value of the property contemplated for acquisition by the Enterprise.

However,) the landowner(s), under no duress or compulsion to do so, chooses to allow the Enterprise to forego this appraisal and releases the Enterprise of its obligation to perform the appraisal.

Landowner: Triview Metropolitan District

By: James C. McGraw
Title: District Manager

8-4-22
Date

Southeastern Colorado Water Activity Enterprise

By: Amund W. Baderich

8-16-2022
Date

Title: Executive Director

A PARCEL OF LAND LOCATED WITHIN THE SW 1/4 AND THE NW 1/4 OF SECTION 31,
TOWNSHIP 20 SOUTH, RANGE 84 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO.
EXHIBIT B

6'50"W 3011.17'
Corner Section 1

MEET AT THE INTERSECTION OF THE EAST LINE OF THE POWERLINE EASEMENT AND THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HWY. 50B

10" WIDE SOUTHERN COLORADO
POWER COMPANY EASEMENT
BOOK 1419, PAGE 1

SOUTHERLY RIGHT OF WAY LINE U.S. HIGHWAY NO. 50B
S 83°33'22"E 921.98'
Highway Access Point

PARCEL 4 CONTAINS
9.6 Acres

LINE EASEMENTS

N 00°00'00"E
493.76'

south line NW 1/4 Section 31
north line SW 1/4 Section 31

S 16°40'41"E
Radial

$\Delta = 39^{\circ}50'38''$
 $R = 437.75'$
 $L = 304.42'$

N 56-31'19"
Radial

S 26°55'55"W 3212.92'
To SW Corner Section 1
POINT OF BEGINNING
HIGHWAY ACCESS
EASEMENT
S 24°15'00"W 100.00'

09'41"W
HIGHWAY ACCESS
EASEMENT

0.63
ACRES

UNIMPROVED

ROADWAY

L1 = N 51°28'48"W 90.00'
C1 = Δ=05°20'17" R=527.75' L=49.17'
C2 = Δ=05°04'19" R=437.75' L=38.52'

Scale " = 100'

Mangini & Associates Inc.
Professional Engineers and Professional Land Surveyors

(719) 544-0065 Fax (719) 576-2003



EXHIBIT A

LEASE PARCEL

A parcel of land located within a portion of the SW ¼ and the NW ¼ of Section 31, Township 20 South, Range 62 West of the Sixth Principal Meridian, Pueblo County, Colorado, more particularly described as follows.

BEGINNING at the intersection of the east line of a powerline easement and the southerly right of way line of U.S. Highway No. 50B from which the SW corner of said Section 31, bears S 08°06'50"W (Bearings based on the line between the said SW corner of Section 31 monumented with a 3" aluminum monument properly marked PLS 16128 to the W ¼ corner of Section 6, Township 21 South, of said Range 62 West monumented with a 3" aluminum cap 0.75 feet above ground PLS 16128 to bear N 01°47'51"W) a distance of 3011.17 feet; thence easterly along the said southerly right of way line of U.S. Highway No. 50B the following two (2) courses;

1. S 83°27'39"E, a distance of 114.79 feet;
2. S 83°33'22"E, a distance of 921.98 feet;

Thence S 30°09'41"W, a distance of 241.76 feet; thence along the arc of a non-tangent curve to the right whose center bears N 56°31'15"W and having a central angle of 39°50'38" and a radius of 437.75 feet, a distance of 304.42 feet; thence S 81°52'33"W, a distance of 228.10 feet; thence S 88°18'14"W, a distance of 76.59 feet; thence N 84°40'19"W, a distance of 230.29 feet; thence N 80°35'23"W a distance of 139.45 feet to a point on the said east line of the power line easement; thence N 00°00'00"E along said east line, a distance of 493.76 feet to the **POINT OF BEGINNING**;

Said parcel contains 9.64 acres more or less.

HIGHWAY ACCESS EASEMENT

A parcel of land located within a portion of the SW ¼ and the NW ¼ of Section 31, Township 20 South, Range 62 West of the Sixth Principal Meridian, Pueblo County, Colorado, more particularly described as follows.

BEGINNING at the intersection of the southerly right of way line of U.S. Highway 50B and the most easterly corner of the above described Lease Parcel from which the SW corner of said Section 31, bears S 26°55'53"W (Bearings based on the line between the said SW corner of Section 31 monumented with a 3" aluminum monument properly marked PLS 16128 to the W ¼ corner of Section 6, Township 21 South, of said Range 62 West monumented with a 3" aluminum cap 0.75 feet above ground PLS 16128 to bear N 01°47'51"W) a distance of 3212.92 feet; thence S 83°33'22"E along said southerly right of way line of U.S. Highway No. 50B, a distance of 98.30 feet; Thence S 30°09'41"W, a distance of 283.78 feet; thence along the arc of a non-tangent curve to the right whose center bears N 56°49'05"W and having a central angle of 05°20'17" and a radius of 527.75 feet, a distance of 49.17 feet; thence N 51°28'48"W, a distance of 90.00 feet to a point on the easterly line of the above described Lease Parcel; thence northeasterly along said easterly line the following two (2) courses;

1. Along the arc of a non-tangent curve to the left whose center bears N 51°28'48"W and having a central angle of 05°04'19" and a radius of 437.75 feet, a distance of 38.52 feet;
2. N 30°09'41"E, a distance of 241.76 feet to the **POINT OF BEGINNING**;

Said easement contains 0.63 acres more or less.


PROFESSIONAL LAND SURVEYOR NO. 16128

July 12, 2022
DATE



CONEXUS INFRASTRUCTURE IMPROVEMENTS AGREEMENT

This Conexus Infrastructure Improvements Agreement ("Agreement") is entered into effective as of the ____ day of _____, 2022 (the "Effective Date"), by and between Triview Metropolitan District ("Triview"), and Conexus Metropolitan District No. 1 ("Conexus"). Triview and Conexus are collectively referred to herein as the "Parties" and the "Districts".

RECITALS

WHEREAS, the Districts are quasi-municipal corporations and political subdivisions of the State of Colorado, duly organized and existing under the constitution and the laws of the State of Colorado; and

WHEREAS, the Board of Trustees of the Town of Monument approved the Service Plan of Conexus Metropolitan District Nos. 1 & 2 (the "Service Plan") on February 22, 2022 pursuant to Resolution No. 12-2022; and

WHEREAS Triview and Conexus, were created for the purpose of providing certain public improvements and services to and for the benefit of the properties within and without such districts in accordance with Title 32, Article 1, C.R.S. (the "Special District Act"), and pursuant to their applicable Service Plans; and

WHEREAS, the boundaries of Conexus and Conexus Metropolitan District No. 2 are located entirely within the boundaries of Triview, making Conexus and Conexus Metropolitan District No. 2 "overlapping district[s]" with Triview pursuant to § 32-1-107, C.R.S.; and

WHEREAS, Conexus and Conexus Metropolitan District No. 2 entered into an Intergovernmental District Facilities Construction and Service Agreement on June 9, 2022, whereby such districts agreed that Conexus would serve as the "Operating District" and be responsible for constructing public improvements benefiting both Conexus and Conexus Metropolitan District No. 2; and

WHEREAS, Triview imposes and collects a Road and Bridge Fee on properties within its boundaries, including on properties that are located within the boundaries of Conexus and Conexus Metropolitan District No. 2, as described and depicted in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS the Districts recognize a significant need to construct and fund infrastructure improvements in Conexus including the portion of Old Denver Road and associated infrastructure that are within the boundaries of Conexus and Conexus Metropolitan District Nos. 1 & 2; and

WHEREAS, Conexus desires to construct improvements ("the Old Denver Road Improvements") on the portion of Old Denver Road that is within its boundaries and the boundaries of Conexus Metropolitan District No. 1 and 2; and

WHEREAS, Triview has agreed to transfer to Conexus all revenues derived by Triview from imposition of its Road and Bridge Fee as collected from properties within the boundaries of Conexus Metropolitan District Nos. 1 and 2 ("Road and Bridge Fee Revenue") in order for Conexus to use such revenue to fund the Conexus Road Infrastructure Improvements Old Denver Road Improvements and other road improvements within Conexus; and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions upon which Triview will advance the Road and Bridge Fee Revenue to Conexus, for the use of the Road and Bridge Fee Revenue by Conexus; and the ownership, operations, and maintenance of the Old Denver Road Improvements.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Conexus Road Infrastructure Improvements including, Old Denver Road Improvements Project. The improvements that are subject to this Agreement include various road constructions, expansions, realignment, traffic controls, associated infrastructure, and related improvements, as more particularly described in **Exhibit B**.

2. Description of the Benefitted Property and Project Scope.

2.1 Description of Benefitted Property. The property directly benefited by the Conexus Road Infrastructure Improvements and the Old Denver Road Improvements is the property within the boundaries of Conexus Metropolitan District Nos. 1 and 2, as described and depicted in **Exhibit A**.

2.2 Engineering, Design, Construction and Funding of Conexus Road Infrastructure Improvements and Old Denver Road Improvements. Completion of the engineering, design, permitting and construction of the Conexus Road Infrastructure Improvements and the Old Denver Road Improvements is the responsibility of Conexus. Utilizing funding from Triview, Conexus, and Conexus Metropolitan District Nos. 2, Conexus will complete engineering and design and bid for construction of the project.

2.3 Dedication and Acceptance of Old Denver Road Improvements. Conexus agrees and acknowledges that upon completion, all components and phases of the Old Denver Road Improvements shall be dedicated to and accepted by the Town of Monument as required by the Service Plan.

2.4 Operation and Maintenance of Old Denver Road Improvements. While the Old Denver Road Improvements will be owned by the Town of Monument, Triview agrees to be responsible for operations, improvements, repair and maintenance thereof.

2.5 Funding of Construction Costs. Triview agrees to remit to Conexus within thirty (30) days of receipt, any and all revenues received by it from the imposition of its Road and Bridge Fee on properties within the boundaries of Conexus and Conexus Metropolitan District No. 2, which revenue is currently anticipated to total approximately \$1,400,000.

2.6 Conexus agrees that all revenue that it receives from Triview pursuant to this Agreement shall only be used to fund Construction Costs of the Conexus Road Infrastructure Improvements, including the Old Denver Road Improvements, within the Triview District boundary. In no event shall Road and Bridge Fee revenue be used to fund any of the following: (a) property taxes; (b) land acquisition or condemnation costs; (c) overhead costs of Conexus; (d) legal costs of Conexus; (e) other infrastructure unrelated to the Conexus Road Infrastructure Improvements and Old Denver Road Improvements; or, (f) material changes to the design and scope of the Improvements from those described in **Exhibit B**.

2.7 In the event the Conexus Road Infrastructure Improvements, including the Old Denver Road Improvements, are completed at a cost less than the total of the dedicated Triview Road and Bridge Fees, Conexus shall promptly advise Triview of the same and refund to Triview any overage collected from Triview for the purposes of this Agreement. Likewise, in such event, Triview shall be relieved of its obligation to transfer any additional Road and Bridge Fees collected pursuant to this Agreement to Conexus.

3. No Indebtedness of Financial Obligation. It is the intent of the Districts that this Agreement shall NOT constitute a "debt" or a "multiple fiscal year direct or indirect district debt" or other financial obligation whatsoever of the Districts within the meaning of the Colorado constitution or any other Colorado law and shall be subject to annual appropriation.

4. Limitation of Applicability. This Agreement is solely between the named parties. This Agreement is not to be deemed to be for the benefit of any third party or property, though the Parties acknowledge that Old Denver Road is a public thoroughfare. Triview and Conexus Metropolitan District Nos. 1 & 2 are the intended primary beneficiaries under this Agreement.

5. Liability. Triview shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omission of Triview or its officers, employees, and agents in connection with the subject matter of this Agreement, as the same may be amended from time to time. Conexus shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of any act or omissions of Conexus or its officers, employees, and agents in connection with the subject matter of this Agreement, as the same may be amended from time to time. Nothing in this Section 5 or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Districts may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., *et. seq.*) or to any other defenses, immunities, or

limitations of liability available to the Districts by law.

6. Assignment. This Agreement shall be binding upon the parties hereto, the respective successors or assigns, and may not be assigned by any party without the express written consent of the other party.

7. Notices. Any notice or other communication required or permitted by this Agreement or by law to be served on, given to or delivered to Triview or Conexus shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the U.S. mail, first-class, postage prepaid, addressed to:

Triview: Triview Metropolitan District
Attention: District Manager
16055 Old Forest Point, Ste. 302
Monument, CO 80132 Attn:
District Manager

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

Conexus: Conexus Metropolitan District No. 1
c/o Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203
Attn: Russell W. Dykstra
Phone: (303) 839-3845
Fax: (303) 939-3838
Email: rdykstra@spencerfane.com

8. Integration and Amendment. This Agreement and any and all Exhibits appended hereto at the time of execution of this Agreement constitute the entire, integrated agreement of the parties. Only an instrument in writing signed by all parties may amend this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, no other provision shall be affected by such holding and all of the remaining provisions of this Agreement shall continue in full force and effect.

9. Governing Law. The laws of the State of Colorado shall govern this Agreement, and venue shall be proper in the District Court for El Paso County, Colorado.

10. Enforcement. The parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance of damages, or such other legal or equitable relief as may be available subject to the provisions of the statutes of the State of Colorado.

11. Binding Effect. This Agreement shall accrue to the benefit of, and be binding upon, the parties and their respective legal representatives, successors and assigns; provided, however, that nothing in this section shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized in this Agreement.

12. Other Provisions.

12.1 Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

12.2 Representations. The Parties hereby represent and warrant that they have the full power and legal authority to enter into this Agreement, and that they have taken or performed all requisite acts or actions that may be required by the organizational or operational documents to confirm its authority to execute, deliver and perform its obligations under this Agreement, including by affiliate or related entities as may (or may not) be specifically identified in the recitals above.

12.3 Severability. If any portion of this Agreement shall be adjudicated by a court of competent jurisdiction to be unenforceable, the enforceability of and the requirement to perform the remaining portions of such Agreement shall remain unaffected unless later adjudicated to the contrary by a court.

This Agreement is executed as of the date and year set forth above.

CONEXUS METROPOLITAN DISTRICT NO. 1

President

ATTEST:

Secretary

TRIVIEW METROPOLITAN DISTRICT

President

ATTEST:

Secretary

EXHIBIT A
(Boundaries of Conexus Metropolitan District Nos. 1 & 2)



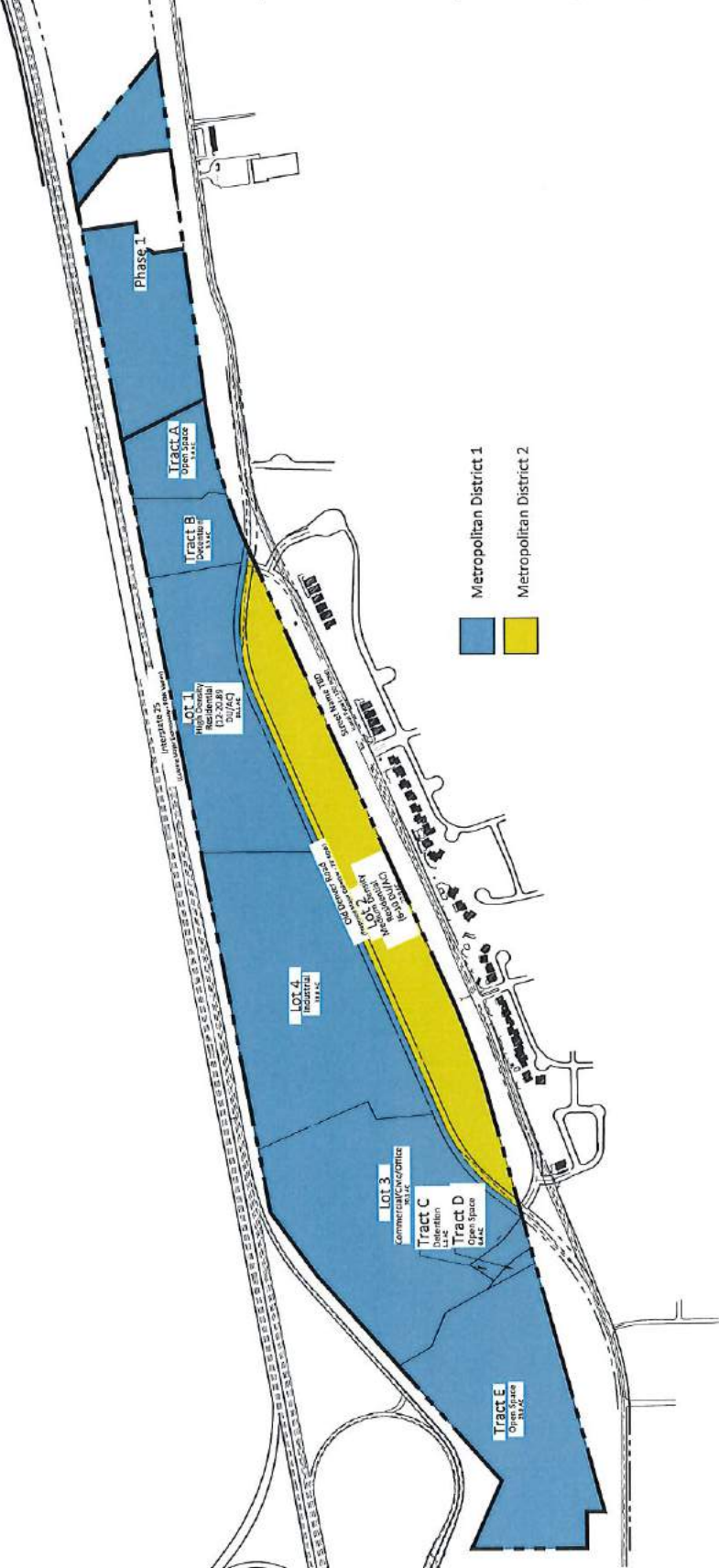
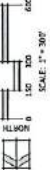
NES, Inc.
6145 Colorado Avenue, Suite 200
Colorado Springs, CO 80903
Tel: 719.491.0073
Fax: 719.491.0071
www.nescolorado.com
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CoNexus Metropolitan District Exhibit

018 Denver Road
Metropolitan
District Exhibit
Map No. 1

METROPOLITAN
DISTRICT EXHIBIT

1

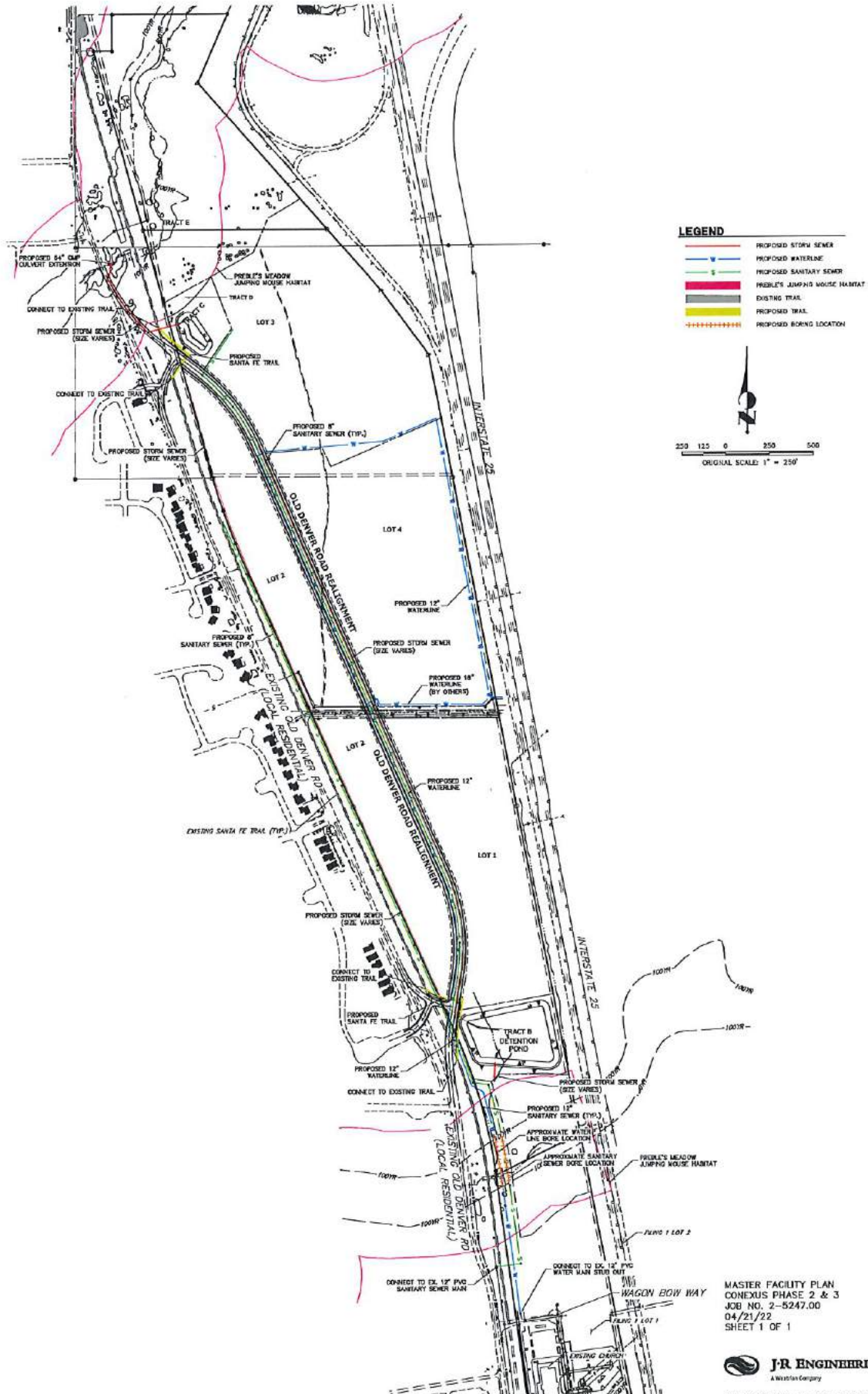


Metropolitan District 1
Metropolitan District 2

EXHIBIT B
(Description of Old Denver Road Improvements Project)
Conexus Infrastructure Improvements

Conexus Road Infrastructure Improvements and Old Denver Road Improvements include but are not limited to, earthwork, grading, erosion control, seeding, storm sewer systems and detention ponds, landscaping, signage, curb & gutter, paving, all as necessary for the construction and completion of roadways and bridges within Conexus.

CONEXUS PHASE 2 & 3 MASTER FACILITY PLAN





TERM SHEET

DATE: October 4, 2022

STRUCTURE: Revolving Line of Credit

ISSUER/BORROWER: Triview Metropolitan District (the "District")

LENDER: Huntington Public Capital Corporation ("Huntington")

SECURITY: The Line of Credit will be secured by a subordinated interest in Net Water System Revenues.

PRINCIPAL AMOUNT: Up to \$5,000,000.00

USE OF PROCEEDS: The purpose is to establish the Line of Credit to provide interim financing for various aspects of the District's capital expenditures.

BOND COUNSEL: TBD

PURCHASER'S COUNSEL: TBD

CLOSING DATE: Preliminarily set for November 1, 2022

TAX STATUS: Tax Exempt, Bank Qualified

INTEREST PAYMENTS: Interest shall be due and payable by Borrower monthly on the first day of each month, in arrears, commencing January 1, 2023.

PRINCIPAL PAYMENTS: Due and payable at Final Maturity.

FINAL MATURITY: November 1, 2024

INTEREST RATE: Interest shall accrue daily and the Interest Rate shall be adjusted on the first business day of the month based on the One Month SOFR (floor of 0) in accordance with the following formula:

$$(\text{One Month SOFR (or floor of 0)} + 1.49\%) \times 79\%$$

"SOFR" is defined as the secured overnight financing rate administered by the Federal Reserve Bank of New York (or a related forward-looking term rate).

As of October 4, 2022, the rate is:

$$(\text{One Month SOFR of } 3.10\% + 1.49\%) \times 79\% = 3.63\%$$

If (a) Huntington determines that the One Month SOFR cannot be determined pursuant to the definition thereof, (b) such rate is not available at such time for any reason, or (c) the Huntington makes the determination to incorporate or adopt a new interest rate to replace the One Month SOFR in credit agreements, then Huntington may replace the One Month SOFR with an alternate interest rate and adjustment, if applicable, as reasonably selected by Huntington and the Issuer, giving due consideration to any evolving or then existing conventions for such interest rate and adjustment (any such successor interest rate, as adjusted, the "Successor Rate"); provided, that neither party may unreasonably withhold their consent to such Successor Rate.

If a Successor Rate cannot be agreed upon within 10 Business Days (or such shorter time period necessary to ensure a Successor Rate is available) of the occurrence of the

events described in the preceding sentence, the Successor Rate shall be the "12 Month Swap Interest Rate" defined as the product of (a) the sum of (i) the rate shown for USD Rates 1100 at <http://www.theice.marketdata/reports/180> for a 1 year period, plus (ii) a spread that will maintain the economics of Huntington's initial interest rate.

In connection with the implementation of the Successor Rate, the Issuer and Huntington agree that Huntington has the right, from time to time, in good faith to make any conforming, technical, administrative or operational changes to the Note as may be appropriate to reflect the adoption and administration thereof.

UNUSED LINE FEES: 20 basis points, to be payable in arrears on January 1, 2022, and thereafter quarterly on the first day of each April, July, October, and January.

FEE TO HUNTINGTON FOR COUNSEL: Not to exceed \$3,000.00

TRANSACTION FEES: All transaction fees, including those of Bond Counsel, shall be the responsibility of the Issuer.

DIRECT PLACEMENT: Huntington is extending credit as a lender in the usual course of its loan business through the purchase of the Line of Credit for its own account in its normal and customary business practice, with no current intention on the resale, distribution or transfer thereof.

DOCUMENTATION: Transaction documents shall be prepared by Bond Counsel, subject to review and approval by Huntington and its Purchaser's Counsel.

TAX AND LEGAL OPINION: A Tax and Legal Opinion will be required from Bond Counsel upon the execution and review of the final documentation.

ANNUAL REVIEW: Huntington will review the Line of Credit on an annual basis. The Line of Credit can be renewed at Final Maturity by the Borrower pending Credit approval.

RATING: Not required by Huntington

POS/OFFICIAL STATEMENT: Not required by Huntington

CUSIP: Not required by Huntington

DTC CLOSING: Not required by Huntington

PROPOSAL EXPIRATION: This proposal shall expire at Huntington's option if (a) Huntington has not received the Issuer's written acceptance by October 25, 2022 and (b) if the closing date of the Note has not occurred by November 1, 2022.

HUNTINGTON CONTACT: Abby King
Huntington Public Capital
Cell: (614) 204-0121
Email: abby.king@huntington.com

Respectfully Submitted,

Abigail E King

ACCEPTED BY:
Triview Metropolitan District

By _____

Name

Title

Date

Huntington Public Capital® ("HPC"), a division of The Huntington National Bank (the "Bank"), is providing the information contained in this document for discussion purposes only in connection with an arm's-length transaction under discussion between you and HPC. If you are a "municipal entity" or "obligated person" within the meaning of the municipal advisor rules (the "Rules") of the Securities and Exchange Commission, Rule 15Ba1-1 et seq., this information is provided to you pursuant to and in reliance upon the "bank exemption," and/or other exemptions and/or the "general information" exclusion provided under the Rules. HPC is acting for its own interest and has financial and other interests that differ from yours. HPC is not acting as a municipal advisor or financial advisor, and has no fiduciary duty, to you or any other person pursuant to the Rules. The information provided in this document is not intended to be and should not be construed as "advice" within the meaning of the Rules. HPC is not recommending that you take or refrain from taking any action with respect to the information contained in this document. Before acting on this information, you should discuss it with your own financial and/or municipal, legal, accounting, tax and other advisors as you deem appropriate. As used in this notice, the "Rules" means Section 15B of the Securities Exchange Act of 1934, the Securities and Exchange Commission's Rule 15Ba1-1, et seq., and any related municipal advisor rules of the Municipal Securities Rulemaking Board, all as they may be amended from time to time.

BoCC

RESOLUTION NO. 22-346

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN
EL PASO COUNTY AND TRIVIEW METROPOLITAN DISTRICT REGARDING
IMPROVEMENTS TO ROLLER COASTER ROAD**

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(d), 30-11-103, and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County") has the authority to manage the concerns of the County and to make all contracts and do all other acts concerning the County when deemed by the Board to be in the best interests of the citizens of El Paso County; and

WHEREAS, the Triview Metropolitan District ("Triview") has identified a need to install a new water pipeline within the rights-of-way for Old North Gate Road, Roller Coaster Road, and Baptist Road, while the County has identified a need to make certain roadway improvements to these County Roads; and

WHEREAS, the County and Triview desire to enter into an Intergovernmental Agreement Between El Paso County and Triview Metropolitan District Regarding Improvements to Roller Coaster Road ("Agreement"), attached hereto as Exhibit A and incorporated herein, that provides for Triview completing certain identified roadway improvements in exchange for a waiver of County permit fees otherwise payable for its water pipeline project; and

WHEREAS, the Board has determined that it would serve the best interests of the public to approve and enter into the Agreement to effectuate the hereinabove described transaction.

NOW THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado hereby approves and enters into the Intergovernmental Agreement Between El Paso County and Triview Metropolitan District Regarding Improvements to Roller Coaster Road.

DONE THIS 4th day of October, 2022, at Colorado Springs, Colorado.

ATTEST:

By:

Chuck Broerman
County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By:

Stan VanderWerf, Chair

Chuck Broerman
10/05/2022 09:43:54 AM
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Rec \$0.00 Pages

El Paso County, CO



222127551

INTERGOVERNMENTAL AGREEMENT BETWEEN
EL PASO COUNTY AND TRIVIEW METROPOLITAN DISTRICT
REGARDING IMPROVEMENTS TO ROLLER COASTER ROAD

This Intergovernmental Agreement ("Agreement") dated this ____ day of _____, 2022, is made by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("County"), and Triview Metropolitan District ("District"). The County and the District may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

- A. Article XIV, Section 18, of the Colorado Constitution, and C.R.S. 29-1-201, *et seq.*, provide for and encourage political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibility by cooperating and contracting with each other.
- B. Pursuant to C.R.S. §§ 30-11-101(1), 30-11-103, and 30-11-107(1), the County has the legislative authority to make all contracts and settle all accounts of the County and to exercise such other and further powers as are conferred by law.
- C. The District as a special district formed pursuant to Title 32 of the Colorado Revised Statutes and a political subdivision of the State of Colorado likewise has similar powers pursuant to its service plan and applicable state statutes.
- D. The District has identified a need to install a new water pipeline within the rights-of-way for Old North Gate Road, Roller Coaster Road and Baptist Road, while the County has identified a need to make certain roadway improvements to these County roads.
- E. Pursuant to the provisions herein, the County desires to waive its standard permit fees for the District's work in the right-of-way in exchange for the District completing the identified County road work in connection with its own infrastructure project.

AGREEMENT

In consideration of the foregoing recitals and the terms and conditions set forth below, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Project Area. The District desires to install a new sixteen-inch (16") diameter water pipeline along and within portions the County rights-of-way known as Roller Coaster Road and Baptist Road depicted in Exhibit A, attached hereto and incorporated herein by reference (the "Project Area"). The County desires to complete resurfacing and roadway striping of portions of Roller Coaster Road from Old North Gate Road to Baptist Road, Old North Gate Road from Roller Coaster Road to SH 83. Baptist Road will receive a 9' wide trench patch in the WB lane from Roller Coaster Road to approximately twelve hundred feet (1,200') west of the intersection with Roller Coaster Road, within the Project Area.

2. Estimated Costs. The estimated cost to the County for resurfacing and striping the roads within the Project Area, including a ten percent (10%) contingency, is \$747,194.36, as set forth in Exhibit B, attached hereto and incorporated herein by reference. The estimated cost to the District of obtaining all required permits from the County for installation of its water pipeline is \$1,189,169.47, as set forth in Exhibit C, attached hereto and incorporated herein by reference.

3. Agreement of Parties. The District shall obtain all County permits necessary for installation of a water pipeline in the Project Area. The County shall waive all permit fees for such permits, up to the total cost estimate for the road improvements identified in Exhibit B. In connection with its pipeline installation, the District shall resurface and stripe Roller Coaster Road and Old North Gate Road within the Project Area in compliance with County standards, specifications, and regulations. The District shall not be entitled to any additional reimbursement from the County should the cost of the road improvements exceed the cost of the waived permits fees.

4. Breach and Remedies. The Parties shall have such remedies as provided by law or equity for breach of this Agreement.

5. Rights and Remedies Not Waived. No assent, express or implied, by either Party to any breach of this Agreement by the other Party shall be held to be a waiver by such non-breaching Party of any later breach by the other Party. Neither the County nor the District shall be excused from complying with any provision of this Agreement because of any failure to insist upon, or to seek compliance with, such provision.

6. Amendment. This Agreement may only be amended in writing with consent of both Parties.

7. Approvals. Obligations either Party under this Agreement that, by law, require approval of either the Board of County Commissioners or the District Board of Directors shall be conditioned upon such approval being granted in accordance with the relevant laws. This Paragraph shall not exempt either Party from an obligation to seek such approvals in good faith.

8. Assignment. The County and the District each understands and agrees that they shall not assign their respective rights and obligations under this Agreement, except upon the prior written consent and approval of the assignment by the other Party.

9. Applicable Law, Jurisdiction, and Venue. This Agreement is subject to and shall be interpreted under the laws of the state of Colorado and applicable regulations of El Paso County, Colorado. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.

10. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights relating to such enforcement, shall be strictly reserved to the Parties. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or

maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act C.R.S. § 24-10-101, et seq.

11. Limitations on Jurisdiction. Nothing herein shall be construed so as to in any manner expand upon or limit the lawful jurisdiction and authority of either the County or the District.

12. Entire Agreement. This Agreement together with all Exhibits attached hereto, which are incorporated herein by this reference, is intended as the complete integration of the understanding between the parties and constitutes the entire Agreement between the Parties. All other representations or statements previously made, whether verbal or written, are merged herein.

13. Captions. All captions and headings contained in this Agreement are for convenience only and for reference, do not define or limit the scope or intent of any provisions of this Agreement, and shall not be construed to define or limit the terms and provisions hereof.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

15. Severability. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal laws, or any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision determined by the court to be invalid.

16. Contacts and Notice. The County and the District will each provide a liaison through their respective entities and will be responsible for coordinating respective activities under this Agreement. Except as may otherwise be provided in this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be valid and sufficient if dispatched by: (a) registered or certified mail, return receipt requested, postage prepaid, in any post office in the United States, (b) hand delivery, (c) overnight courier, (d) email to the below-designated addresses with proof of receipt. The Parties agree that written notices regarding general operational issues may be accomplished through email.

Triview Metropolitan District:

James McGrady
District Manager
719-494-3782
jmcgrady@triviewmetro.com

El Paso County:

Joshua J. Palmer P.E., County Engineer
3275 Akers Drive
Colorado Springs, Colorado 80922

719-520-6806

joshuapalmer@elpasoco.com

17. Indemnification and Liability. The Parties are prohibited by Article XI, Section I of the Constitution of the State of Colorado and applicable County resolutions from indemnifying one another. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the County or the District by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* and Article XI of the Colorado Constitution, or as otherwise provided by law.

18. Disclaimer of Warranties. The Parties do not make any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose for use of any County-owned property or for any services rendered or any other representation or warranty with respect to any obligation or services under this agreement.

19. Independent Contractor. The Parties are rendering services as an independent contractor, not as an employee, and shall not be accountable to the other respective Parties for the ultimate results of their actions; further, no Party shall not be subject to the direct supervision and control of the other respective Parties. Neither the Parties nor any agents, employees, or servants of the respective Parties, shall be deemed to be an employee, agent or servant of any other Party to this Agreement.

IN WITNESS THEREOF, the City and County have signed this Agreement on the day and year indicated below, to be effective upon signatures of both Parties.

**BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

By: _____ Date: _____
Stan VanderWerf, Chair

ATTEST:

By: _____ Date: _____
Chuck Broerman, El Paso County Clerk and Recorder

APPROVED TO AS FORM:

By: _____
Lori Seago, Office of the County Attorney

TRIVIEW METROPOLITAN DISTRICT

By: _____ Date:
Mark Melville, President of the Board

ATTEST:

By: _____ Date:
James Barnhart, Secretary/Treasurer

EXHIBIT A TO THE INTERGOVERNMENTAL AGREEMENT

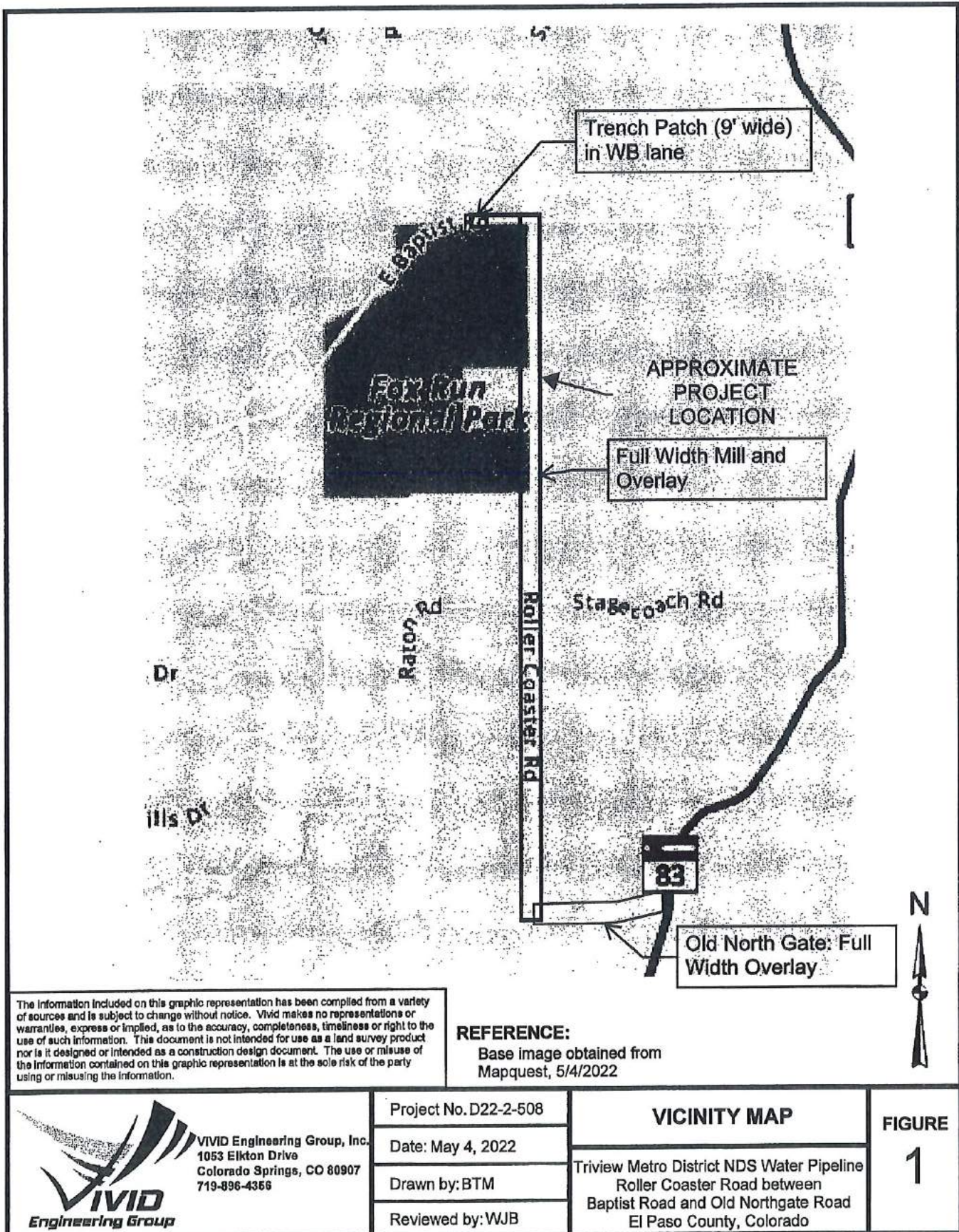


EXHIBIT B
TO THE INTERGOVERNMENTAL AGREEMENT
Description and Cost of Improvements

Assumptions for Improvements to Roller Coaster Road and Baptist Road:

- 1 Existing cross-sectional width of Roller Coaster Road is approximately 24'.
- 2 Existing cross-sectional width of Old North Gate Road is approximately 24'.
- 3 Proposed waterline alignment relative to full-width paving is approx. 15,893 feet or 3.01 mi.
- 4 Including the utility trench cap, total roadway resurfacing is estimated at 381,430 SF or 42,381 SY.
- 5 Per prepared fee estimate (Exhibit C) Triview Metropolitan District has an 9' wide (7' wide trench + 12" either side for "T" cap) trench resurfacing obligation, which equates to 143,037 SF or 15,893 SY.
- 6 County roadway resurfacing area is calculated as total minus district obligation, which equates to 238,393 SF or 26,488 SY.
- 7 Roadway striping / markings along all resurfaced portions will be restored in-kind.
- 8 Resurfacing estimate includes traffic control, mobilization, and contingency.

Roadway Resurfacing Estimate (County portions only):

| No. | Work Item | Unit | Unit Price | Quantity | Extension |
|-----|---|------|--------------|----------|---------------|
| 1 | Mobilization (5% max) | LS | \$ 34,600 | 1 | \$ 34,600.00 |
| 2 | Traffic Control | LS | \$ 72,500 | 1 | \$ 72,500.00 |
| 3 | Cold Milling, Full Width - 2" Depth | SY | \$ 5 | 26,488 | \$ 132,440.00 |
| 4 | Full Depth Patching (assume 6" depth, 5% coverage need by area) | TON | \$ 150 | 429 | \$ 64,365.84 |
| 5 | Tack Coat | GAL | \$ 4 | 2,649 | \$ 10,595.20 |
| 6 | Hot Mix Asphalt Concrete (HMA, Gr. SX) with Fiber Reinforcement | TON | \$ 115 | 2,861 | \$ 328,980.96 |
| 7 | Pavement Striping | GAL | \$ 60 | 530 | \$ 31,785.60 |
| 8 | Proof Rolling | HR | \$ 200 | 20 | \$ 4,000.00 |
| | Subtotal | | | | \$ 679,267.60 |
| 9 | Contingency (10%) | LS | \$ 67,926.76 | 1 | \$ 67,926.76 |
| | Grand Total | | | | \$ 747,194.36 |

Definitions:

GAL US Gallon
HR Hour
LS Lump Sum
SF Square foot
SY Square yard

EXHIBIT C - PERMIT FEES CALCULATION



APPLICATION TO WORK IN THE RIGHT-OF-WAY

Application must be fully completed, including required plans, prior to consideration. Five (5) business days are required for processing.

Paid ☐
Billed ☐

☐ Warranty Released Date of release: [REDACTED]

Permit No: 1

Total Fee: \$780,453.47

The purpose of the application and permits is for the Applicant/Permittee to provide proof of financial resources sufficient to provide for the restoration and repair of the affected public right-of-way. In processing the application, and in granting the permit, El Paso County does not express or imply that the property in question is a public right-of-way. Furthermore, in the processing the application or in granting the permit, El Paso County does not warrant or represent that the property in question is public right-of-way. It shall be the Applicant's/Permittee's sole and exclusive responsibility to acquire any and all property and/or contractual rights to perform work in any property that is not public right-of-way. El Paso County is not responsible or liable for any entry into or use of property that is not public right-of-way.

One (1) set of construction plans; two (2) sets of traffic control plans or and acceptable alternative.

Date of Application: 8/23/2022 Date to begin work: 8/23/2022 Date of completion: 12/31/2022 Select Company ☐

Company: [REDACTED] Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip: [REDACTED]

Company Telephone: 719-111-1111 Name of Applicant: [REDACTED] E-Mail: [REDACTED]

Work being performed for: [REDACTED] Bond and Insurance on file with El Paso County DOT (Check if Yes) ☒

List of Subcontractors: Kiewit

For the Purpose of (Check all that apply): ☒ Installing ☐ Repairing ☐ Removing ☒ Replacing
☐ Curb/Gutter ☐ Sidewalk ☐ Electric ☐ Gas ☐ Telephone ☒ Water ☐ Wastewater ☐ Cable Television
☐ Other Description: [REDACTED] PERMIT AREA: Black Forest

PROJECT ADDRESS/LOCATION: [REDACTED] Black Forest

Please indicate the name of roads to be cut, the location, and dimensions of the cut. If the dimension of the actual cut exceed those approved in the permit, additional degradation fees will be assessed. An additional two feet will be added to the width of the trench dimension in order to accommodate a patch extending 12" around the sides of the trench. This applies to hot mix asphalt degradation only.

Road #1: Old North Gate Rd Surface Type (List all that apply below): (Bore dimension not required, no charge)
☒ HMA ☐ Bore ☒ Cut Dim. of Cut (Ft.): Width: 9 Length: 2,644 Area= 29,084 Age of HMA: 1 Cost/S.F.= \$5.50
☐ Low Grade Pavement/Gravel ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00
☐ Shoulder/Ditch ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00 Road #1 Deg. Fee: \$159,962.00

Road #2: Roller Coaster Rd Surface Type (List all that apply below): (Bore dimension not required, no charge)
☒ HMA ☐ Bore ☒ Cut Dim. of Cut (Ft.): Width: 9 Length: 13,260 Area= 145,860 Age of HMA: 15 Cost/S.F.= \$2.00
☐ Low Grade Pavement/Gravel ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00
☐ Shoulder/Ditch ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00 Road #2 Deg. Fee: \$291,720.00

Road #3: Baptist Rd Surface Type (List all that apply below): (Bore dimension not required, no charge)
☒ HMA ☐ Bore ☒ Cut Dim. of Cut (Ft.): Width: 9 Length: 1,409 Area= 15,499 Age of HMA: 15 Cost/S.F.= \$2.00
☐ Low Grade Pavement/Gravel ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00
☐ Shoulder/Ditch ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00 Road #3 Deg. Fee: \$30,998.00

Road #4: Surface Type (List all that apply below): (Bore dimension not required, no charge)
☐ HMA ☐ Bore ☐ Cut Dim. of Cut (Ft.): Width: 0 Length: 0 Area= 0 Age of HMA: 0 Cost/S.F.= \$0.00
☐ Low Grade Pavement/Gravel ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00
☐ Shoulder/Ditch ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00 Road #4 Deg. Fee: \$0.00

Road #5: Surface Type (List all that apply below): (Bore dimension not required, no charge)
☐ HMA ☐ Bore ☐ Cut Dim. of Cut (Ft.): Width: 0 Length: 0 Area= 0 Age of HMA: 0 Cost/S.F.= \$0.00
☐ Low Grade Pavement/Gravel ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00
☐ Shoulder/Ditch ☐ Bore ☐ Cut Length: 0 Cost/L.F.= \$0.00 Road #5 Deg. Fee: \$0.00

ROAD AND LANE CLOSURES: All Traffic Control Plans depicting shoulder, sidewalk, and lane closures are to conform to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD) and MUST accompany this "Application to Work in the Right-Of-Way". Applications submitted without said Traffic Control Plan WILL NOT be processed. El Paso County MUST approve road closures/detours in advance.

| | | | |
|-----------------------------------|---|-----------------------------------|-------------------------|
| Road #1: Old North Gate Rd | | Speed Limit: 0 | Work Zone length(ft): 0 |
| Choose all that apply | Shoulder closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| | 2nd lane closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| Detour Length in ft: 2,046 | | Detour duration in days: 12 | Cost/L.F.= \$0.30 |
| | | Road #1 Traffic Mgmt. Fee: | \$7,365.60 |

| | | | |
|-----------------------------------|---|-----------------------------------|--------------------------|
| Road #2: Roller Coaster Rd | | Speed Limit: 0 | Work Zone length (ft): 0 |
| Choose all that apply | Shoulder closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| | 2nd lane closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| Detour Length in ft: 23,361 | | Detour duration in days: 41 | Cost/L.F.= \$0.30 |
| | | Road #2 Traffic Mgmt. Fee: | \$287,340.30 |

| | | | |
|----------------------------|---|-----------------------------------|-----------------------------|
| Road #3: Baptist Rd | | Speed Limit: 45 | Work Zone length(ft): 1,409 |
| Choose all that apply | Shoulder closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| | 2nd lane closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| Detour Length in ft: 0 | | Detour duration in days: 0 | Cost/L.F.= \$0.00 |
| | | Road #3 Traffic Mgmt. Fee: | \$253.62 |

| | | | |
|------------------------|---|-----------------------------------|--------------------------|
| Road #4: | | Speed Limit: 0 | Work Zone length (ft): 0 |
| Choose all that apply | Shoulder closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| | 2nd lane closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| Detour Length in ft: 0 | | Detour duration in days: 0 | Cost/L.F.= \$0.00 |
| | | Road #4 Traffic Mgmt. Fee: | \$0.00 |

| | | | |
|------------------------|---|-----------------------------------|-------------------------|
| Road #5: | | Speed Limit: 0 | Work Zone length(ft): 0 |
| Choose all that apply | Shoulder closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| | 2nd lane closed? <input type="checkbox"/> | Days closed: 0 | Cost/L.F.= \$0.00 |
| Detour Length in ft: 0 | | Detour duration in days: 0 | Cost/L.F.= \$0.00 |
| | | Road #5 Traffic Mgmt. Fee: | \$0.00 |

Choose Permit Type: "Encroachment" is for new installations within the Right-of-Way, "Excavation" (Repair of Existing) is for repairing existing facilities in the Right-of-Way and "Obstruction" is for access to existing facilities with no excavation.

| | | | |
|--------|--|--|---|
| Choose | Encroachment Permit | <input checked="" type="checkbox"/> Cost: \$390.00 | Other-Misc Fee: \$0.00 |
| Only | Excavation Permit (Repair of existing) | <input type="checkbox"/> Cost: \$0.00 | Permit Fee: \$390.00 |
| One | Obstruction Permit | <input type="checkbox"/> Cost: \$0.00 | >1320' Trench Lin. Ft. charge: \$2,398.95 |
| Permit | Annual Permit | <input type="checkbox"/> Cost: \$0.00 | |
| Type | Telecommunications/Cable Provider | <input type="checkbox"/> Cost: \$0.00 | |

TOTAL WORK IN THE RIGHT-OF-WAY PERMIT FEE

NOTICE: Road closures will not be permitted unless all other methods of installation have been determined unfeasible. All underground utility installations are to be 30" min. depth. All overhead utility installations are to be 19' min. height. Traffic control, including detour routing must comply with the current issue of the Manual of Uniform Traffic Control Devices. Utilities of other facilities installed under this application are subject to relocation, adjustment and modification at the owner's expense in the event El Paso County determines such is necessary in order to perform road, bridge or drainage repairs, modifications or improvements.

EL PASO COUNTY USE ONLY BELOW THIS LINE

| | | |
|--|--------------------------|---------------------|
| <input type="checkbox"/> Waive | Total Deg. Fee: | \$482,680.00 |
| <input type="checkbox"/> Waive | Total Traffic Mgmt. Fee: | \$294,959.52 |
| <input type="checkbox"/> Waive | Total Admin. Fee: | \$2,788.95 |
| <input type="checkbox"/> Additional Trench (>5 ROADS): | | \$0.00 |
| <input type="checkbox"/> Waive | Surcharge: | \$25.00 |
| <input type="checkbox"/> Investigation Fee | | \$0.00 |
| TOTAL PERMIT FEE: | | \$780,453.47 |

| | | | | | | |
|---|---|--|----------------------------------|--|--|-------------------------------|
| <input type="checkbox"/> Regravel | <input type="checkbox"/> Flowable Fill | <input type="checkbox"/> Restore/Reseed | <input type="checkbox"/> Overlay | <input type="checkbox"/> Select Backfill | <input type="checkbox"/> Hot Mix Patch within 7 days | <input type="checkbox"/> Bore |
| <input type="checkbox"/> Compaction Test(s) | <input type="checkbox"/> Cold Mix patch immediately | <input type="checkbox"/> Remove all locate flags associated with project | | | | |

EPC Remarks: Please contact Careena Barry (719-359-6307) for inspection. ROW permit must be on site during project construction. County Engineer approval needed for closures of roads.

INSPECTION SUPERVISOR: _____ DATE: _____

TRAFFIC ENGINEER: _____ DATE: _____

EL PASO COUNTY ENGINEERING MANAGER: _____ DATE: _____

Telecommunication/Cable Provider: **EXCAVATION PERMIT FEES (Admin. Fee)**

Trenching Excavation Permit

| | | | | |
|------------------------------|---|------------------------|------|--------|
| Choose all that apply | <input type="checkbox"/> Excavations less than 100' long (no intersections) | Number of Excavations: | Fee: | \$0.00 |
| | <input type="checkbox"/> Excavations 100'-500' long (no intersections) | Number of Excavations: | Fee: | \$0.00 |
| | <input type="checkbox"/> Excavations over 500' long | Number of Excavations: | Fee: | \$0.00 |
| | <input type="checkbox"/> Excavations involving any intersection | Number of Excavations: | Fee: | \$0.00 |

Boring Permit

| | | | | |
|------------------------------|---|--------------------------|------|--------|
| Choose all that apply | <input type="checkbox"/> Less than 200' | Number of Bores: | Fee: | \$0.00 |
| | <input type="checkbox"/> 200'-550' | Number of Bores: | Fee: | \$0.00 |
| | <input type="checkbox"/> 550'-1000' | Number of Bores: | Fee: | \$0.00 |
| | <input type="checkbox"/> Involving Intersection | Number of Bores: | Fee: | \$0.00 |
| | <input type="checkbox"/> Core/soil samples | Number of Cores/Samples: | Fee: | \$0.00 |

Total Excavation (Admin.) Fee: \$0.00

Telecommunication/Cable Provider: **PAVEMENT DEGRADATION FEES**

Pavement Degradation

| | | | | |
|------------------------------|---|--------------------|------|--------|
| Choose all that apply | <input type="checkbox"/> Arterial/Collector Pavement Age 0-5 years (Sq. Ft.) | Number of Sq. Ft.: | Fee: | \$0.00 |
| | <input type="checkbox"/> Arterial/Collector Pavement Age 6-20 years (Sq. Ft.) | Number of Sq. Ft.: | Fee: | \$0.00 |
| | <input type="checkbox"/> Residential Pavement Age 0-5 years (Sq. Ft.) | Number of Sq. Ft.: | Fee: | \$0.00 |
| | <input type="checkbox"/> Residential Pavement Age 6-20 years (Sq. Ft.) | Number of Sq. Ft.: | Fee: | \$0.00 |

Other Applicable Fees

| | | | | |
|------------------------------|---|---------------------|------|--------|
| Choose all that apply | <input type="checkbox"/> Inspection Overtime Fee (Per Hour) | Number of Hours.: | Fee: | \$0.00 |
| | <input type="checkbox"/> Re-inspection (re-do) | Number of Re-Do's.: | Fee: | \$0.00 |
| | <input type="checkbox"/> No permit for the job | | Fee: | \$0.00 |
| | <input type="checkbox"/> Second no permit for the job | | Fee: | \$0.00 |

Total Pavement Degradation Fee: \$0.00

Telecommunication/Cable Provider: **TRAFFIC CONTROL PERMIT FEES**

Traffic Control

| | | | | |
|------------------------------|--|-----------|------|--------|
| Choose all that apply | <input type="checkbox"/> >5000 Average Daily Traffic on Affected Street Per Permit/Setup | # Setups: | Fee: | \$0.00 |
| | <input type="checkbox"/> <5000 Average Daily Traffic on Affected Street Per Permit/Setup | # Setups: | Fee: | \$0.00 |

Other Applicable Fees

| | | | |
|------------------------------|--|------|--------|
| Choose all that apply | <input type="checkbox"/> No Permit For the job: >5000 Average Daily Traffic | Fee: | \$0.00 |
| | <input type="checkbox"/> No Permit For the job: <5000 Average Daily Traffic | Fee: | \$0.00 |
| | <input type="checkbox"/> Second No Permit For the job: >5000 Average Daily Traffic | Fee: | \$0.00 |
| | <input type="checkbox"/> Second No Permit For the job: <5000 Average Daily Traffic | Fee: | \$0.00 |

Total Traffic Control Fee: \$0.00

Total Permit Fee: \$780,453.47

% of Total Permit Fee: 100.00%

Adjusted Permit Fee: \$780,453.47

Permit Fee Assessed: \$780,453.47

Inspector:

Date closed out:

PROJECT EVALUATION (at Project Closeout)

Evaluation Criteria: (check all that are completed)

- ☐ Gave 48 hour (minimum) notification of start and completion of the project.
- ☐ Provided proper setup and continual maintenance of work zone per approved traffic control plan.
- ☐ Submitted all required compaction tests per Engineering Criteria Manual at time of project completion.
- ☐ Performed all patch work and restoration per Engineering Criteria Manual.
- ☐ The project was completed within the time period specified on the permit (weather allowance is considered).

Sum of Points for THIS permit: 0

Contractors / Entities

Inspector's Remarks:

| Company | Triview |
|----------------------------|-------------------------|
| Applicant Telephone | 719-111-1111 |
| Address | |
| City | |
| State | |
| Zip Code | |
| Points for 1st Permit: 3 | Points for 2nd Permit: |
| Points for 3rd Permit: | Points for 4th Permit: |
| Points for 5th Permit: | Points for 6th Permit: |
| Points for 7th Permit: | Points for 8th Permit: |
| Points for 9th Permit: | Points for 10th Permit: |
| Points for 11th Permit: | Points for 12th Permit: |
| Points for 13th Permit: | Points for 14th Permit: |
| Points for 15th Permit: | Points for 16th Permit: |
| Points for 17th Permit: | Points for 18th Permit: |
| Points for 19th Permit: | Points for 20th Permit: |
| Points for 21st Permit: | Points for 22nd Permit: |
| Points for 23rd Permit: | Points for 24th Permit: |
| Points for 25th Permit: | |
| Number of permits to date: | |
| Total of Points to date: | |



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
October 20, 2022

Paid Invoices Over \$5,000

- 1. Donala Water & Sanitation District** **\$39,817.82**
Enterprise Fund –Wastewater Operations -Wastewater-System-Wastewater –
TF/Donala/IGA
- 2. MCMS, Inc.** **\$421,942.74**
Capital Project –Enterprise – Water Improvements – South Reservoir –
Improvements (Total amount includes pay applications for -5,6, & 7)
- 3. Monson, Cummins & Shoheit, LLC** **\$14,920.50**
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shoheit
- 4. Deere & Ault** **\$30,451.48**
Capital Project –Enterprise – Water Improvements – South Reservoir –
Improvements
- 5. JDS Hydro Consultants** **\$6,155.00**
Enterprise Fund – Professional Services – Professional Services Engineering
- 6. JDS Hydro Consultants** **\$67,240.00**
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater
Design & Permitting – Northern Delivery System
- 7. Brownstein Hyatt Farber Schreck, LLP** **\$5,463.25**
Capital Project -Enterprise – Water Improvements – AVIC-(Change of Water Rights)

- 8. Brownstein Hyatt Farber Schreck, LLP** **\$7,887.38**
Capital Project -Enterprise – Water Improvements – AVIC-(Sailor/Quarter Circle Purchase)
- 9. Brownstein Hyatt Farber Schreck, LLP** **\$10,239.75**
Capital Project -Enterprise – Water Improvements – Pueblo Reservoir Excess Capacity Leasing & Permitting
- 10. LRE Water** **\$5,390.25**
Capital Project – Enterprise – Water Improvements – Pueblo Reservoir – Excess Capacity Leasing & Permitting
- 11. Ground Floor Media** **\$13,326.19**
General /Enterprise Fund – Professional Services -Public Relations
- 12. Excelsior Irrigating Company** **\$46,935.00**
Enterprise Fund – Water System – Water & Ditch Assessments
- 13. Utility Maintenance Inspection** **\$76,401.00**
Capital Project -Enterprise – Wastewater System – Video Collection System
- 14. A Green Image, LLC** **\$12,471.75**
General Fund – Parks & Open Space O & M – Lawn fertilizer
- 15. Groninger Concrete** **\$22,785.00**
General Fund – Streets Operation & Maintenance – Operation & Maintenance
- 16. Treatment Technology** **\$5,101.00**
Enterprise Fund – Water System – Bulk Chemical Supplies

17. Westech Engineering **\$138,930.66**

Capital Project -Enterprise -Water Improvements -Filter Media Replacement

18. Bureau of Reclamation **\$57,062.88**

Capital Project – Enterprise – Water Improvements – Pueblo Reservoir –Excess
Capacity Leasing & Permitting

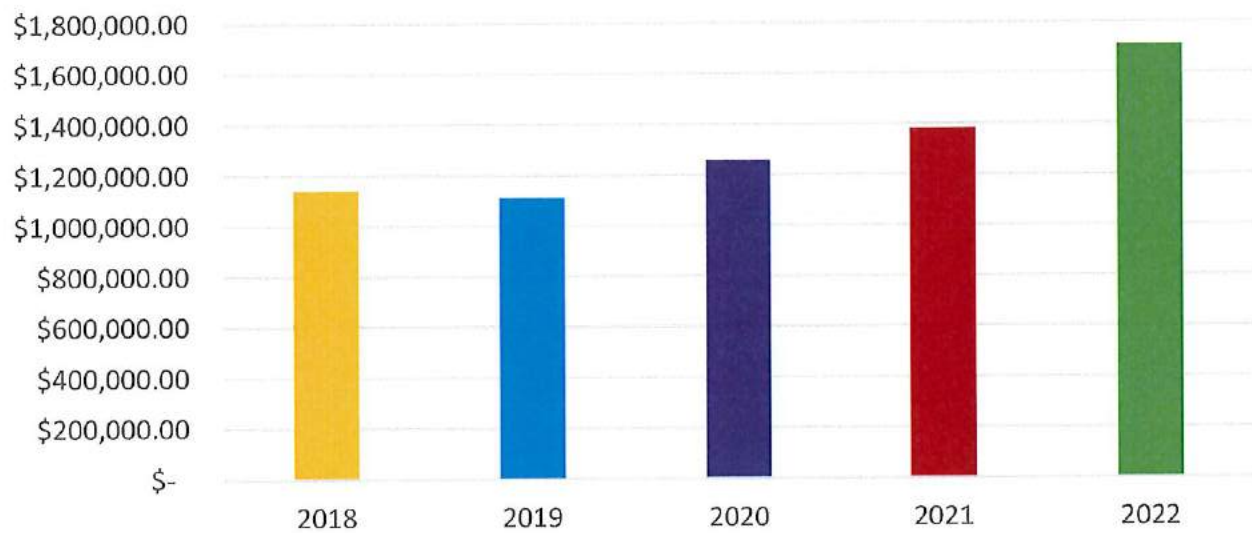
Total Over \$5,000.00 = \$946,621.65



TRIVIEW METROPOLITAN DISTRICT
Financial Statements
August 2022
Unaudited

TOWN OF MONUMENT
Sales Tax Share
Year to Date – July 2022
with 2018, 2019, 2020 and 2021

Town of Monument
Sales Tax Revenue
July - YTD
2018 thru 2022



CASH POSITION
August 31, 2022

TRIVIEW METROPOLITAN DISTRICT
Cash Position - 2022

| Fund/Account | Balance Dec-21 | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 <i>Revised-Note 1</i> | Jul-22 | Aug-21 | Sep-22 | Oct-22 | Nov-22 | Dec-22 |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|---------------------------------|-------------------|-------------------|----------|----------|----------|----------|
| General Fund - Checking Account | | | | | | | | | | | | | |
| KeyBank #1567 | 347,243 | 274,470 | 336,806 | 195,260 | 165,585 | 250,342 | 4,152,777 | 246,896 | 189,848 | | | | |
| Transfer in Process | 0 | | | | | | (3,895,757) | | | | | | |
| General Fund Investment Account - Sales Tax Revenue | | | | | | | | | | | | | |
| ColoTrust #8002 | 4,695,828 | 4,721,498 | 5,260,335 | 6,511,837 | 7,063,743 | 6,174,401 | 6,406,292 | 7,510,069 | 7,889,150 | | | | |
| Transfer in Process | | | (933,000) | (1,212,000) | (1,608,000) | | | | | | | | |
| General Fund Cash Accounts | 5,043,071 | 4,995,968 | 4,664,141 | 5,495,097 | 5,629,328 | 6,424,743 | 6,663,312 | 7,756,965 | 8,078,998 | 0 | 0 | 0 | 0 |
| Enterprise Fund Accounts | | | | | | | | | | | | | |
| Enterprise Fund - Checking Account | | | | | | | | | | | | | |
| KeyBank #1575 | 470,610 | 331,144 | 285,965 | 388,313 | 533,518 | 365,419 | 808,342 | 999,560 | 1,130,600 | | | | |
| Transfer in Process | | | | | | | | | | | | | |
| Enterprise Fund Reserve Account | | | | | | | | | | | | | |
| ColoTrust #8001 | 8,917,704 | 8,918,261 | 8,918,932 | 8,920,843 | 8,924,137 | 7,929,939 | 7,937,572 | 7,948,735 | 7,963,931 | | | | |
| Enterprise Fund - Money Market | | | | | | | | | | | | | |
| KeyBank #7892 | 461,090 | 461,094 | 461,097 | 461,101 | 461,105 | 461,109 | 461,113 | 461,117 | 461,120 | | | | |
| Tap Fee Escrow Account | | | | | | | | | | | | | |
| ColoTrust #8003 | 791 | 791 | 791 | 791 | 791 | 792 | 793 | 794 | 795 | | | | |
| Escrow Account-Renewable Water Fees | | | | | | | | | | | | | |
| 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 | 1,788,228 | 1,790,742 | 1,794,166 | | | | |
| Escrow Account-Sewer and Water Impact Fees | | | | | | | | | | | | | |
| ColoTrust #8006 | 721,755 | 721,800 | 721,854 | 722,009 | 722,276 | 722,761 | 723,457 | 724,474 | 725,859 | | | | |
| Enterprise Fund Cash Accounts | 12,355,971 | 12,217,222 | 12,172,906 | 12,277,706 | 12,427,135 | 11,266,528 | 11,719,505 | 11,925,422 | 12,076,471 | 0 | 0 | 0 | 0 |
| Capital Projects Fund Accounts | | | | | | | | | | | | | |
| Capital Projects Fund Checking Account | | | | | | | | | | | | | |
| KeyBank #2516 | 2,245,013 | 1,903,188 | 1,147,143 | 1,216,216 | 1,225,405 | 1,175,523 | 1,100,362 | 4,658,531 | 4,294,378 | | | | |
| Capital Projects Fund-MI-PB Escrow | | | | | | | | | | | | | |
| KeyBank #3676 | 0 | 1,645,422 | 1,645,422 | 1,638,352 | 1,638,352 | 1,635,470 | 1,634,794 | 1,838,769 | 1,428,892 | | | | |
| Capital Projects Fund-General-Higher Escrow | | | | | | | | | | | | | |
| KeyBank #9922 | 2,149,954 | 2,149,954 | 2,149,954 | 2,149,954 | 2,149,954 | 2,219,954 | 2,219,954 | 2,219,954 | 2,219,954 | | | | |
| Capital Projects Fund Cash Accounts | 4,394,967 | 5,698,564 | 4,942,519 | 5,004,522 | 5,013,711 | 5,030,947 | 8,850,867 | 8,717,254 | 7,943,324 | 0 | 0 | 0 | 0 |
| 2016 Bond Funds - Restricted | | | | | | | | | | | | | |
| Series 2016 Bond Fund | | | | | | | | | | | | | |
| Colorado State Bank and Trust/BOK Financial | 325 | 325 | 325 | 325 | 2,119,036 | 1,194,987 | 1,195,803 | 1,654,106 | 1,656,337 | | | | |
| Transfer in Process | | | 933,000 | 1,212,000 | 1,608,000 | | | | | | | | |
| Series 2016 Revenue Fund - (Property Tax) | | | | | | | | | | | | | |
| Colorado State Bank and Trust/BOK Financial | 2,120,381 | 2,117,965 | 2,118,100 | 2,118,259 | 1 | 1,600,727 | 1,601,195 | 1,145,584 | 1,147,392 | | | | |
| Bond Funds - Totals - Restricted | 2,120,706 | 2,118,290 | 3,051,425 | 3,330,584 | 3,719,037 | 2,795,714 | 2,796,998 | 2,799,690 | 2,803,629 | 0 | 0 | 0 | 0 |
| Total Cash - All Funds | 23,914,715 | 25,030,044 | 24,810,991 | 26,107,909 | 26,789,211 | 25,517,932 | 30,030,682 | 31,199,331 | 30,902,322 | 0 | 0 | 0 | 0 |
| Month to Month Change | | 1,115,329 | (199,053) | 1,276,918 | 681,302 | (1,271,279) | 4,512,750 | 1,168,649 | (297,009) | 0 | 0 | 0 | 0 |

Note 1: Bond Interest payments made in May.

Note 2: CMCB Loan proceeds moved to Capital Projects Checking instead of Enterprise Checking

Restricted Accounts

FUND BALANCE SUMMARY

August 31, 2022

TRIVIEW METROPOLITAN DISTRICT

August 31, 2022

Fund Summary

GENERAL FUND

| | Public Works/ Streets | Parks and Open Space | Debt Service | Total |
|-------------------------|-----------------------|--|--------------|--------------|
| Total Revenue | \$ 1,985,145 | \$ 1,153,427 | \$ 2,584,307 | \$ 5,722,879 |
| Total Expenditures | 788,007 | 647,844 | 965,314 | 2,401,165 |
| Net Excess (Deficiency) | \$ 1,197,138 | \$ 505,583 | \$ 1,618,993 | \$ 3,321,714 |
| | | Less: Transfer to Capital Projects Fund | | \$ 433,319 |
| | | Transfer to Enterprise Fund | | \$ 502,500 |
| | | Net Excess (Deficiency) - 2022 | | \$ 2,385,895 |
| | | Beginning Fund Balance - January 1, 2022 | | \$ 3,711,770 |
| | | Ending Fund Balance - August 31, 2022 | | \$ 6,097,665 |

WATER AND WASTEWATER ENTERPRISE FUND

| | Water Operations | Wastewater Operations | Debt Service | Total |
|----------------------------|------------------|--|--------------|---------------|
| Total Revenue | \$ 2,028,557 | \$ 1,404,007 | \$ 556,248 | \$ 3,988,812 |
| Transfer from General Fund | - | - | 502,500 | 502,500 |
| Total Expenditures | 1,485,621 | 960,890 | 745,372 | 3,191,884 |
| Net Excess (Deficiency) | \$ 542,936 | \$ 443,117 | \$ 313,376 | \$ 1,299,428 |
| | | Less: Transfer to Capital Projects Fund | | \$ - |
| | | Net Excess (Deficiency) - 2022 | | \$ 1,299,428 |
| | | Beginning Fund Balance - January 1, 2022 | | \$ 16,768,499 |
| | | Ending Fund Balance - August 31, 2022 | | \$ 18,067,927 |

CAPITAL PROJECTS - GENERAL FUND

| | Total |
|--|-----------|
| Total Revenue | \$ 70,000 |
| Plus: Transfer from General Fund | 433,319 |
| Total Expenditures | (433,319) |
| Less: Higby Road Escrow | (70,000) |
| Net Excess (Deficiency) | \$ - |
| Beginning Fund Balance - January 1, 2022 | \$ - |
| Ending Fund Balance - August 31, 2022 | \$ - |

CAPITAL PROJECTS - ENTERPRISE FUND

| | Total |
|--|--------------|
| Total Revenue | \$ 4,079,456 |
| Plus: Transfer from Enterprise Fund | - |
| CWCB Loan Proceeds | 3,895,757 |
| Less: MI-PB Escrow | (1,428,892) |
| Total Expenditures | (2,076,268) |
| Net Excess (Deficiency) | \$ 4,470,053 |
| Beginning Fund Balance - January 1, 2022 - estimated | \$ - |
| Ending Fund Balance - August 31, 2022 | \$ 4,470,053 |

GENERAL FUND
Cost Allocation
August 31, 2022

**TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND**

PUBLIC WORKS/STREETS

For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|--|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Sales Tax/IGA/Town - Estimated | \$ 1,518,000 | \$ 1,250,486 | \$ (267,515) | 82% |
| Property Tax - Operations | 198,168 | 197,585 | (583) | 100% |
| Property Tax/IGA/Town | 204,600 | - | (204,600) | 0% |
| Specific Ownership Tax | 214,500 | 131,534 | (82,966) | 61% |
| Auto Tax/IGA/Town - Estimated | 148,500 | 115,664 | (32,836) | 78% |
| Interest | 3,300 | 28,147 | 24,847 | 853% |
| Drainage Impact Fees | 206,250 | 72,875 | (133,375) | 35% |
| Road and Bridge Fees | 162,300 | 57,346 | (104,954) | 35% |
| Use Tax - Construction Material | 264,000 | 122,618 | (141,382) | 46% |
| Use Tax - Town | 3,960 | 3,322 | (638) | 84% |
| Miscellaneous - (includes Safety Grant) | 17,160 | 5,569 | (11,591) | 32% |
| Lot & Inspection Fees | 660 | - | (660) | 0% |
| Total Revenue | \$ 2,941,398 | \$ 1,985,145 | \$ (956,253) | 67% |
| EXPENDITURES | | | | |
| <u>Legislative</u> | | | | |
| Directors' Fees | \$ 3,960 | \$ 3,036 | \$ 924 | 77% |
| FICA and Unemployment | 264 | 234 | 30 | 89% |
| Workers Compensation Insurance | 23 | 18 | 5 | 77% |
| Total Legislative | \$ 4,247 | \$ 3,288 | \$ 959 | 77% |
| <u>General and Administrative</u> | | | | |
| <u>Salaries and Benefits</u> | | | | |
| Salaries/Wages | \$ 83,054 | \$ 50,058 | \$ 32,996 | 60% |
| Unemployment Insurance | 330 | 84 | 246 | 25% |
| Workers' Compensation Insurance | 330 | 257 | 73 | 78% |
| Health and Dental Insurance | 19,760 | 5,949 | 13,811 | 30% |
| Employer's FICA | 6,354 | 3,028 | 3,326 | 48% |
| Employer's Medicare | 1,204 | 757 | 447 | 63% |
| Retirement | 990 | 653 | 337 | 66% |
| Life and Disability Insurance | 1,036 | 503 | 533 | 49% |
| Total Salaries and Benefits | \$ 113,059 | \$ 61,291 | \$ 51,767 | 54% |
| <u>Professional Services</u> | | | | |
| Professional Services-Engineering | \$ 52,800 | \$ 34,286 | \$ 18,514 | 65% |
| Professional Services-Management | - | - | - | 0% |
| Professional Services-Public Relations | 19,800 | 8,348 | 11,452 | 42% |
| Legal Fees/Monson, Cummins & Shohet | 13,200 | 4,281 | 8,919 | 32% |
| Legal Fees | 23,100 | 24,664 | (1,564) | 107% |
| Total Professional Services | \$ 108,900 | \$ 71,580 | \$ 37,320 | 66% |
| <u>General Administration</u> | | | | |
| Accounting Services | \$ 29,700 | \$ 20,983 | \$ 8,717 | 71% |
| Audit Fees | 5,940 | 4,290 | 1,650 | 72% |
| Conference, Class and Education | 660 | 822 | (162) | 125% |
| Dues, Publications and Subscriptions | 5,280 | 3,927 | 1,353 | 74% |
| Election | 26,400 | 2,651 | 23,749 | 10% |

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|--|-------------------|-------------------|--|-----------------------------------|
| IT Support | 6,600 | 7,292 | (692) | 110% |
| Office Equipment and Supplies | 9,900 | 2,606 | 7,294 | 26% |
| Publication - Legal Notice | 264 | 636 | (372) | 241% |
| Repairs and Maintenance | 660 | 860 | (200) | 130% |
| Telephone Service | 15,180 | 11,165 | 4,015 | 74% |
| Travel and Meeting Expense | 4,950 | 1,334 | 3,616 | 27% |
| Office Overhead (COA, utilities, rent, etc.) | 27,720 | 18,009 | 9,711 | 65% |
| General Insurance | 21,780 | 23,903 | (2,123) | 110% |
| Tax Collection Expense - Operations | 2,973 | 2,971 | 2 | 100% |
| Vehicle Expense | 231 | 27,618 | (27,387) | 11956% |
| Stormwater Detention Pond Assessment | 1,980 | - | 1,980 | 0% |
| Contingency/Emergency Reserves/Miscellaneous | 66,000 | 3,716 | 62,284 | 6% |
| Total General Administration | <u>\$ 226,218</u> | <u>\$ 132,782</u> | <u>\$ 93,436</u> | <u>59%</u> |
| Total General Administrative, Legislative and Professional Services | \$ 452,424 | \$ 268,940 | \$ 183,483 | 59% |

Operations

Salaries and Benefits- Streets and Parks

| | | | | |
|---|-------------------|-------------------|-------------------|------------|
| Salaries/Wages | \$ 470,696 | \$ 270,827 | \$ 199,869 | 58% |
| Salaries/Wages - Seasonal | 16,474 | 6,851 | 9,623 | 42% |
| Overtime/On-call | 4,158 | 12,324 | (8,166) | 296% |
| Unemployment Insurance | 1,056 | 851 | 205 | 81% |
| Workers' Compensation Insurance | 10,560 | 8,237 | 2,323 | 78% |
| Health and Dental Insurance | 105,075 | 64,242 | 40,833 | 61% |
| Employer's FICA | 37,587 | 18,061 | 19,526 | 48% |
| Employer's Medicare | 7,124 | 4,224 | 2,900 | 59% |
| Retirement | 13,200 | 9,392 | 3,808 | 71% |
| Life and Disability Insurance | 5,796 | 3,375 | 2,421 | 58% |
| Total Salaries and Benefits - Streets and Parks | <u>\$ 671,725</u> | <u>\$ 398,383</u> | <u>\$ 273,343</u> | <u>59%</u> |

Streets Operations and Maintenance

| | | | | |
|--|-------------------|-------------------|-------------------|------------|
| Operations and Maintenance - (includes Crack Seal) | \$ 60,000 | \$ 39,548 | \$ 20,452 | 66% |
| Vehicle Maintenance | 20,000 | 11,993 | 8,007 | 60% |
| 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 | 11,975 | 13,025 | 48% |
| Sand and Salt for Roads | 40,000 | 10,661 | 29,339 | 27% |
| Supplies | 1,000 | 356 | 644 | 36% |
| Total Streets | <u>\$ 218,500</u> | <u>\$ 74,533</u> | <u>\$ 143,967</u> | <u>34%</u> |
| Total Streets O & M | \$ 890,225 | \$ 472,916 | \$ 417,310 | 53% |

Lighting

| | | | | |
|-------------------------------|------------------|-----------------|------------------|------------|
| MVE Operation and Maintenance | \$ 36,300 | \$ 5,492 | \$ 30,808 | 15% |
| Repair and Maintenance | 1,980 | - | 1,980 | 0% |
| Total Lighting | <u>\$ 38,280</u> | <u>\$ 5,492</u> | <u>\$ 32,788</u> | <u>14%</u> |

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PUBLIC WORKS/STREETS

For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|--|---------------------|---------------------|--|-----------------------------------|
| <u>Signage</u> | | | | |
| Repairs and Maintenance | \$ 2,640 | \$ 6,711 | \$ (4,071) | 254% |
| Total Signage | \$ 2,640 | \$ 6,711 | \$ (4,071) | 254% |
| <u>Traffic Control</u> | | | | |
| Operation and Maintenance | \$ 1,500 | \$ 31,930 | \$ (30,430) | 2129% |
| Repairs and Maintenance - Striping | 30,000 | - | 30,000 | 0% |
| Total Traffic Control | \$ 31,500 | \$ 31,930 | \$ (430) | 101% |
| <u>Drainage/Erosion Control</u> | | | | |
| Repairs and Maintenance (includes Concrete work) | \$ 50,000 | \$ 2,018 | \$ 47,982 | 4% |
| Total Drainage/Erosion Control | \$ 50,000 | \$ 2,018 | \$ 47,982 | 4% |
| Total Expenditures - Public Works/Streets | \$ 1,465,069 | \$ 788,007 | \$ 677,062 | 54% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ 1,476,329 | \$ 1,197,138 | \$ (279,191) | |

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Eight Months Ending August 31, 2022

| | Unaudited | | | |
|--|---------------------|---------------------|--|-----------------------------------|
| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
| REVENUE - Parks and Open Space | | | | |
| Sales Tax/IGA/Town - Estimated | \$ 782,000 | \$ 644,190 | \$ (137,811) | 82% |
| Property Tax - Operations | 102,087 | 101,786 | (301) | 100% |
| Property Tax/IGA/Town | 105,400 | - | (105,400) | 0% |
| Specific Ownership Tax | 110,500 | 67,760 | (42,740) | 61% |
| Park, Rec and Landscape Fees | 505,950 | 178,769 | (327,181) | 35% |
| Auto Tax/IGA/Town - Estimated | 76,500 | 59,584 | (16,916) | 78% |
| Interest | 1,700 | 14,500 | 12,800 | 853% |
| Use Tax - Construction Material | 136,000 | 63,167 | (72,833) | 46% |
| Use Tax- Town | 2,040 | 1,711 | (329) | 84% |
| Conservation Trust Fund | 22,500 | 19,091 | (3,409) | 85% |
| Miscellaneous - (includes Safety Grant) | 8,840 | 2,869 | (5,971) | 32% |
| Lot & Inspection Fees | 340 | - | (340) | 0% |
| Total Revenue | \$ 1,853,857 | \$ 1,153,427 | \$ (700,430) | 62% |
| EXPENDITURES | | | | |
| <u>Legislative</u> | | | | |
| Directors' Fees | \$ 2,040 | \$ 1,564 | \$ 476 | 77% |
| FICA and Unemployment | 136 | 121 | 15 | 89% |
| Workers Compensation Insurance | 12 | 9 | 3 | 77% |
| Total Legislative | \$ 2,188 | \$ 1,694 | \$ 494 | 77% |
| <u>General and Administrative</u> | | | | |
| <u>Salaries and Benefits</u> | | | | |
| Salaries/Wages | \$ 42,786 | \$ 25,788 | \$ 16,998 | 60% |
| Unemployment Insurance | 170 | 43 | 127 | 25% |
| Workers' Compensation Insurance | 170 | 133 | 37 | 78% |
| Health and Dental Insurance | 10,180 | 3,065 | 7,115 | 30% |
| Employer's FICA | 3,273 | 1,560 | 1,713 | 48% |
| Employer's Medicare | 620 | 390 | 230 | 63% |
| Retirement | 510 | 336 | 174 | 66% |
| Life and Disability Insurance | 534 | 260 | 274 | 49% |
| Total Salaries and Benefits | \$ 58,242 | \$ 31,574 | \$ 26,669 | 54% |
| <u>Professional Services</u> | | | | |
| Professional Services-Engineering | \$ 27,200 | \$ 17,663 | \$ 9,537 | 65% |
| Professional Services-Public Relations | 10,200 | 4,301 | 5,899 | 42% |
| Legal Fees/Monson, Cummins & Shohet | 6,800 | 2,206 | 4,594 | 32% |
| Legal Fees | 11,900 | 12,705 | (805) | 107% |
| Total Professional Services | \$ 56,100 | \$ 36,874 | \$ 19,226 | 66% |
| <u>General Administration</u> | | | | |
| Accounting Services | \$ 15,300 | \$ 10,809 | \$ 4,491 | 71% |
| Audit Fees | 3,060 | 2,210 | 850 | 72% |
| Conference, Class and Education | 340 | 423 | (83) | 125% |
| Dues, Publications and Subscriptions | 2,720 | 2,023 | 697 | 74% |
| Election | 13,600 | 1,366 | 12,234 | 10% |
| IT Support | 3,400 | 3,756 | (356) | 110% |
| Office Equipment and Supplies | 5,100 | 1,343 | 3,757 | 26% |
| Publication - Legal Notice | 136 | 328 | (192) | 241% |
| Repairs and Maintenance | 340 | 443 | (103) | 130% |
| Telephone Service | 7,820 | 5,751 | 2,069 | 74% |
| Travel and Meeting Expense | 2,550 | 687 | 1,863 | 27% |
| Office Overhead (COA, utilities, rent, etc.) | 14,280 | 9,277 | 5,003 | 65% |
| General Insurance | 11,220 | 12,314 | (1,094) | 110% |
| Tax Collection Expense - Operations | 1,531 | 1,530 | 1 | 100% |
| Vehicle Expense | 119 | 14,227 | (14,108) | 11956% |
| Stormwater Detention Pond Assessment | 1,020 | - | 1,020 | 0% |
| Contingency/Emergency Reserves/Miscellaneous | 34,000 | 1,914 | 32,086 | 6% |
| Total General Administration | \$ 116,536 | \$ 68,402 | \$ 48,134 | 59% |

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Eight Months Ending August 31, 2022

| | Unaudited | | | |
|---|----------------|---------------|--|-----------------------------------|
| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
| Total Parks - Administrative, Professional Services, etc. | \$ 233,067 | \$ 138,545 | \$ 94,522 | 59% |
| <u>Operations</u> | | | | |
| <u>Salaries and Benefits- Streets and Parks</u> | | | | |
| Salaries/Wages | \$ 242,480 | \$ 139,517 | \$ 102,963 | 58% |
| Salaries/Wages - Seasonal | 8,486 | 3,529 | 4,957 | 42% |
| Overtime/On-call | 2,142 | 6,349 | (4,207) | 296% |
| Unemployment Insurance | 544 | 438 | 106 | 81% |
| Workers' Compensation Insurance | 5,440 | 4,243 | 1,197 | 78% |
| Health and Dental Insurance | 54,129 | 33,094 | 21,035 | 61% |
| Employer's FICA | 19,363 | 9,304 | 10,059 | 48% |
| Employer's Medicare | 3,670 | 2,176 | 1,494 | 59% |
| Retirement | 6,800 | 4,838 | 1,962 | 71% |
| Life and Disability Insurance | 2,986 | 1,738 | 1,248 | 58% |
| Total Salaries and Benefits - Parks | \$ 346,039 | \$ 205,227 | \$ 140,813 | 59% |
| <u>Parks and Open Space O & M</u> | | | | |
| Repair of Facilities | \$ 6,000 | \$ 18,301 | \$ (12,301) | 305% |
| Annual Flower and Shrub replacement Program | 10,000 | 2,964 | 7,036 | 30% |
| Holiday Lights | 5,000 | - | 5,000 | 0% |
| Lawn Fertilizer, Tree Fertilizer and Weed Control Program | 50,000 | 26,788 | 23,212 | 54% |
| Park Irrigation Water Payments | 180,000 | 133,148 | 46,852 | 74% |
| Repair and Maintenance | 55,000 | 59,700 | (4,700) | 109% |
| Supplies/Trees Replacement | 15,000 | 13,342 | 1,658 | 89% |
| Tools | 3,000 | 4,541 | (1,541) | 151% |
| Equipment and Projects | - | 12,652 | (12,652) | 0% |
| Clothing and Safety Equipment | 9,500 | 7,259 | 2,241 | 76% |
| Back Flow Inspection | 3,000 | - | 3,000 | 0% |
| ET 3 Year Subscription | 15,000 | - | 15,000 | 0% |
| Total Parks and Open Space O & M | \$ 351,500 | \$ 278,695 | \$ 72,805 | 79% |
| Total Parks O & M | \$ 697,540 | \$ 483,922 | \$ 213,618 | 69% |
| <u>Lighting</u> | | | | |
| MVE Operation and Maintenance | \$ 18,700 | \$ 2,829 | \$ 15,871 | 15% |
| Repair and Maintenance | 1,020 | - | 1,020 | 0% |
| Total Lighting | \$ 19,720 | \$ 2,829 | \$ 16,891 | 14% |
| <u>Signage</u> | | | | |
| Repairs and Maintenance | \$ 1,360 | \$ 3,457 | \$ (2,097) | 254% |
| Total Signage | \$ 1,360 | \$ 3,457 | \$ (2,097) | 254% |
| <u>Total Conservation Trust Fund Projects</u> | \$ 22,500 | \$ 19,091 | \$ 3,409 | 85% |
| Total Expenditures - Parks and Open Space | \$ 974,187 | \$ 647,844 | \$ 326,343 | 67% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ 879,670 | \$ 505,583 | \$ (374,087) | |

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
DEBT SERVICE

For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|---------------------------------------|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Property Tax | \$ 2,582,190 | \$ 2,574,778 | \$ (7,412) | 100% |
| Interest - GO Bond | 2,000 | 9,529 | 7,529 | 476% |
| Total Revenue | \$ 2,584,190 | \$ 2,584,307 | \$ 117 | 100% |
| EXPENDITURES | | | | |
| <u>Administrative</u> | | | | |
| Tax Collection Expense | \$ 38,733 | \$ 38,708 | \$ 25 | 100% |
| Total Administrative | \$ 38,733 | \$ 38,708 | \$ 25 | 100% |
| <u>Debt Service</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 | \$ 2,580,713 | \$ 926,606 | \$ 1,654,107 | 36% |
| Total Expenditures | \$ 2,619,446 | \$ 965,314 | \$ 1,654,132 | 37% |
| EXCESS OF REVENUE OVER (UNDER) | | | | |
| EXPENDITURES | \$ (35,256) | \$ 1,618,993 | \$ 1,654,249 | |

ENTERPRISE FUND
Cost Allocation
August 31, 2022

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|---|------------------------|-----------------------|---|--|
| REVENUE | | | | |
| Water Revenue | \$ 2,001,240 | \$ 1,141,664 | \$ (859,576) | 57% |
| Base Rate/Capital Improvement Fee | 800,000 | 595,215 | (204,785) | 74% |
| Contract Sewer and Water Service - Forest Lakes | 99,000 | 66,654 | (32,347) | 67% |
| Water Meter Kits | 75,000 | 26,000 | (49,000) | 35% |
| Administrative Fee | 118,800 | 78,098 | (40,702) | 66% |
| Miscellaneous | 30,000 | 20,654 | (9,347) | 69% |
| Bulk Water Revenue | 40,000 | 100,273 | 60,273 | 251% |
| Total Revenue | \$ 3,164,040 | \$ 2,028,557 | \$ (1,135,483) | 64% |
| EXPENDITURES | | | | |
| <u>Administrative</u> | | | | |
| <u>Salaries and Benefits</u> | | | | |
| Salaries/Wages | \$ 342,320 | \$ 268,228 | \$ 74,093 | 78% |
| Overtime/On-call | 4,713 | 12,346 | (7,633) | 262% |
| Unemployment Insurance | 450 | 678 | (228) | 151% |
| Workers' Compensation Insurance | 3,250 | 2,575 | 675 | 79% |
| Health and Dental Insurance | 63,192 | 40,843 | 22,350 | 65% |
| Employer's FICA | 26,582 | 17,483 | 9,099 | 66% |
| Employer's Medicare | 5,032 | 4,089 | 943 | 81% |
| Retirement | 12,500 | 10,128 | 2,373 | 81% |
| Life and Disability Insurance | 3,783 | 2,358 | 1,425 | 62% |
| Total Salaries and Benefits | \$ 461,821 | \$ 358,726 | \$ 103,096 | 78% |
| <u>Professional Services</u> | | | | |
| Professional Services- Engineering | \$ 37,500 | \$ 22,245 | \$ 15,256 | 59% |
| Professional Services-Public Relations | 15,000 | 6,325 | 8,676 | 42% |
| Professional Services/Amcobi/National Meter | 45,000 | 34,099 | 10,901 | 76% |
| Development Services/Monson, Cummins & Shohet | 50,000 | 65,246 | (15,246) | 130% |
| Total Professional Services | \$ 147,500 | \$ 127,914 | \$ 19,586 | 87% |
| <u>Administrative</u> | | | | |
| Accounting Services | 22,500 | 18,685 | 3,816 | 83% |
| Audit Fees | 5,000 | 2,500 | 2,500 | 50% |
| Conference, Class and Education | 1,000 | 795 | 206 | 79% |
| Dues, Publications and Subscriptions | 3,000 | 3,548 | (548) | 118% |
| Election Expense | - | 292 | (292) | 0% |
| IT Support | 8,500 | 6,413 | 2,087 | 75% |
| Office Equipment and Supplies | 5,000 | 1,725 | 3,276 | 34% |
| Postage | 500 | 443 | 58 | 89% |
| Publication - Legal Notice | 100 | - | 100 | 0% |
| Repairs and Maintenance | 250 | - | 250 | 0% |
| Telephone Service | 5,000 | 4,375 | 625 | 88% |
| Travel and Meeting Expense | 500 | 80 | 420 | 16% |
| Office Overhead (COA, utilities, rent, etc.) | 4,500 | 4,553 | (53) | 101% |
| Clothing Uniform Rental and Safety Equipment | 7,500 | - | 7,500 | 0% |
| General Insurance | 15,673 | 18,050 | (2,377) | 115% |
| Vehicle Expense | 13,000 | 12,656 | 345 | 97% |
| Bank Charges | 9,000 | 6,914 | 2,086 | 77% |
| Miscellaneous | 1,000 | 272 | 728 | 27% |
| Total General Administration | \$ 102,023 | \$ 81,298 | \$ 20,725 | 80% |
| Total General Administrative | \$ 711,345 | \$ 567,938 | \$ 143,407 | 80% |

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|--|---------------------|---------------------|--|-----------------------------------|
| <u>Water System</u> | | | | |
| Water Testing | \$ 40,000 | \$ 38,386 | \$ 1,614 | 96% |
| Waste Disposal | 10,000 | - | 10,000 | 0% |
| Sludge Disposal | 35,000 | 11,020 | 23,980 | 31% |
| Gas Utilities | 9,000 | 4,740 | 4,260 | 53% |
| Electric Utilities | 300,000 | 212,329 | 87,671 | 71% |
| SCADA Support/Meter Calibration | 33,000 | - | 33,000 | 0% |
| Repairs and Maintenance | 240,000 | 119,798 | 120,202 | 50% |
| Storage Tank Maintenance | 10,000 | 434 | 9,566 | 4% |
| Operating Supplies | 30,000 | 19,699 | 10,301 | 66% |
| Bulk Chemical Supplies (Starting HMO Treatment) | 60,000 | 44,274 | 15,726 | 74% |
| Lab Chemicals and Supplies | 10,000 | 7,076 | 2,924 | 71% |
| Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit) | 20,000 | 8,803 | 11,197 | 44% |
| 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 | 288,679 | (168,679) | 241% |
| Total Water System | <u>\$ 1,138,187</u> | <u>\$ 917,683</u> | <u>\$ 220,504</u> | <u>81%</u> |
| Total Expenditures | <u>\$ 1,849,532</u> | <u>\$ 1,485,621</u> | <u>\$ 363,911</u> | <u>80%</u> |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | <u>\$ 1,314,508</u> | <u>\$ 542,936</u> | <u>\$ (771,572)</u> | |

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Wastewater Operations
For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|---|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Sewer Revenue | \$ 1,956,387 | \$ 1,316,700 | \$ (639,687) | 67% |
| Contract Sewer and Water Service - Forest Lakes | 99,000 | 66,654 | (32,347) | 67% |
| Miscellaneous | 30,000 | 20,654 | (9,347) | 69% |
| Total Revenue | \$ 2,085,387 | \$ 1,404,007 | \$ (681,380) | 67% |
| EXPENDITURES | | | | |
| <u>Administrative</u> | | | | |
| <u>Salaries and Benefits</u> | | | | |
| Salaries/Wages | \$ 342,320 | \$ 268,228 | \$ 74,093 | 78% |
| Overtime/On-call | 4,713 | 12,346 | (7,633) | 262% |
| Unemployment Insurance | 450 | 678 | (228) | 151% |
| Workers' Compensation Insurance | 3,250 | 2,575 | 675 | 79% |
| Health and Dental Insurance | 63,192 | 40,843 | 22,350 | 65% |
| Employer's FICA | 26,582 | 17,483 | 9,099 | 66% |
| Employer's Medicare | 5,032 | 4,089 | 943 | 81% |
| Retirement | 12,500 | 10,128 | 2,373 | 81% |
| Life and Disability Insurance | 3,783 | 2,358 | 1,425 | 62% |
| Total Salaries and Benefits | \$ 461,821 | \$ 358,726 | \$ 103,096 | 78% |
| <u>Professional Services</u> | | | | |
| Professional Services- Engineering | \$ 37,500 | \$ 22,245 | \$ 15,256 | 59% |
| Professional Services-Public Relations | 15,000 | 6,325 | 8,676 | 42% |
| Professional Services/Amcobi/National Meter | 45,000 | 34,099 | 10,901 | 76% |
| Development Services/Monson, Cummins & Shohet | 50,000 | 65,246 | (15,246) | 130% |
| Total Professional Services | \$ 147,500 | \$ 127,914 | \$ 19,586 | 87% |
| <u>Administrative</u> | | | | |
| Accounting Services | \$ 22,500 | \$ 18,685 | \$ 3,816 | 83% |
| Audit Fees | 5,000 | 2,500 | 2,500 | 50% |
| Conference, Class and Education | 1,000 | 795 | 206 | 79% |
| Dues, Publications and Subscriptions | 3,000 | 3,548 | (548) | 118% |
| Election Expense | - | 292 | (292) | 0% |
| IT Support | 8,500 | 6,413 | 2,087 | 75% |
| Office Equipment and Supplies | 5,000 | 1,725 | 3,276 | 34% |
| Postage | 500 | 443 | 58 | 89% |
| Publication - Legal Notice | 100 | - | 100 | 0% |
| Repairs and Maintenance | 250 | - | 250 | 0% |
| Telephone Service | 5,000 | 4,375 | 625 | 88% |
| Travel and Meeting Expense | 500 | 80 | 420 | 16% |
| Office Overhead (COA, utilities, rent, etc.) | 4,500 | 4,553 | (53) | 101% |
| Clothing Uniform Rental and Safety Equipment | 7,500 | - | 7,500 | 0% |
| General Insurance | 15,673 | 18,050 | (2,377) | 115% |

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Wastewater Operations
For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|---|----------------------------|--------------------------|--|-----------------------------------|
| Vehicle Expense | 13,000 | 12,656 | 345 | 97% |
| Bank Charges | 9,000 | 6,914 | 2,086 | 77% |
| Miscellaneous | 1,000 | 272 | 728 | 27% |
| Total General Administration | <u>\$ 102,023</u> | <u>\$ 81,298</u> | <u>\$ 20,725</u> | <u>80%</u> |
| Total General Administrative | <u>\$ 711,345</u> | <u>\$ 567,938</u> | <u>\$ 143,407</u> | <u>80%</u> |
| <u>Wastewater System</u> | | | | |
| Wastewater TF/Donala/IGA | \$ 717,106 | \$ 385,108 | \$ 331,998 | 54% |
| 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 | 318 | 682 | 32% |
| Transit Loss | 5,700 | 5,698 | 2 | 100% |
| Total Wastewater System | <u>\$ 914,306</u> | <u>\$ 392,952</u> | <u>\$ 521,354</u> | <u>43%</u> |
| Total Expenditures | <u>\$ 1,625,651</u> | <u>\$ 960,890</u> | <u>\$ 664,761</u> | <u>59%</u> |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | <u>\$ 459,736</u> | <u>\$ 443,117</u> | <u>\$ (16,619)</u> | |

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND
DEBT SERVICE

For the Eight Months Ending August 31, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|---------------------------------------|------------------------|-----------------------|---|--|
| REVENUE | | | | |
| Renewable Water Fee | \$ 1,100,000 | \$ 379,441 | \$ (720,559) | 34% |
| Water Lease- Comanche | 171,866 | 116,296 | (55,570) | 68% |
| Interest | 8,000 | 60,511 | 52,511 | 756% |
| Total Revenue | \$ 1,279,866 | \$ 556,248 | \$ (723,618) | 43% |
| <u>Debt Service</u> | | | | |
| 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% |
| Total Debt Service | \$ 1,981,744 | \$ 745,372 | \$ 1,236,372 | 38% |
| OTHER FINANCING SOURCES | | | | |
| Transfer from other funds | \$ 750,000 | \$ 502,500 | \$ (247,500) | 67% |
| Total Other Financing Sources | \$ 750,000 | \$ 502,500 | \$ (247,500) | 67% |
| EXCESS OF REVENUE OVER (UNDER) | | | | |
| EXPENDITURES | \$ 48,122 | \$ 313,376 | \$ 265,254 | |

CAPITAL PROJECTS FUNDS

August 31, 2022

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - GENERAL
Budget Status Report - GAAP Basis
For the Eight Months Ending August 31, 2022
Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|---|------------------------|-----------------------|---|--|
| REVENUE | | | | |
| Higby Road -Developer Contribution/Escrow | \$ - | \$ 70,000 | \$ 70,000 | 0% |
| Total Revenue | \$ - | \$ 70,000 | \$ 70,000 | 0% |
| EXPENDITURES | | | | |
| <u>Vehicles and Equipment Utilities</u> | | | | |
| Vehicles and Equipment | \$ 60,000 | \$ 136,629 | \$ (76,629) | 228% |
| 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 | 8,986 | 14 | 100% |
| Total Vehicles and Equipment | \$ 234,500 | \$ 222,322 | \$ 12,178 | 95% |
| <u>Park and Street Improvements</u> | | | | |
| Overlay Parking Lot at Public Works Facility | \$ 153,000 | \$ - | \$ 153,000 | 0% |
| Streetscape Improvements Leather Chaps and Baptist Road | 75,000 | 32,581 | 42,419 | 43% |
| 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 | 153,168 | (23,168) | 118% |
| Steel Building for A-yard | - | 7,043 | (7,043) | 0% |
| Total Park and Street Improvements | \$ 403,000 | \$ 210,997 | \$ 192,003 | 52% |
| Total Expenditures - District Capital | \$ 637,500 | \$ 433,319 | \$ 204,181 | 68% |
| EXCESS OF REVENUE OVER (UNDER) | \$ (637,500) | \$ (363,319) | \$ 274,181 | |
| EXPENDITURES | | | | |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfer from General Fund | \$ 637,500 | \$ 433,319 | \$ (204,181) | 68% |
| Higby Road - Developer Contribution - Escrow | - | (70,000) | (70,000) | 0% |
| Total Other Financing Sources (Uses) | \$ 637,500 | \$ 363,319 | \$ (274,181) | 57% |
| EXCESS OF REVENUE OVER (UNDER) | \$ - | \$ - | \$ - | |
| EXPENDITURES AND OTHER FINANCING SOURCES | \$ - | \$ - | \$ - | |

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

Budget Status Report - GAAP Basis
For the Eight Months Ending August 31, 2022
Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 67%) |
|--|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Water Tap Fees | \$ 1,806,000 | \$ 657,160 | \$ (1,148,840) | 36% |
| Sewer Tap Fees | 1,050,000 | 356,875 | (693,125) | 34% |
| Water/Sewer Impact Fee | 150,000 | 26,000 | (124,000) | 17% |
| Renewable Water Fee | 1,060,600 | 364,561 | (696,039) | 34% |
| Admin Fee | 225,000 | 12,000 | (213,000) | 5% |
| Lease Revenue (FMIC) | 65,000 | 59,829 | (5,171) | 92% |
| Effluent Paid-AGUA/Woodmoor | 60,000 | 158,913 | 98,913 | 265% |
| Review and Comment Fee | 75,000 | 26,500 | (48,500) | 35% |
| Grazing Lease | - | 1,500 | 1,500 | 0% |
| Sale of 18" Pipeline Forest Lakes | 122,500 | 122,500 | - | 100% |
| Miscellaneous Income | 10,000 | 174 | (9,826) | 2% |
| Developer Contribution - MI-PB Infrastructure | - | 1,850,722 | 1,850,722 | 0% |
| Payment in Lieu of Water Rights | 500,000 | 442,722 | (57,278) | 89% |
| Total Revenue | \$ 5,124,100 | \$ 4,079,456 | \$ (1,044,644) | 80% |
| EXPENDITURES | | | | |
| <u>Vehicles and Equipment Utilities</u> | | | | |
| Equipment/Vehicles 2021 Ranger for Treatment Manager | \$ 70,000 | \$ - | \$ 70,000 | 0% |
| Equipment/Vehicles 2021 F-250 Field Operation and Treatment Ops | 75,000 | 88,009 | (13,009) | 117% |
| 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 | - | 100% |
| Total Vehicles and Equipment | \$ 462,000 | \$ 326,009 | \$ 135,991 | 71% |
| <u>Wells</u> | | | | |
| Replace VFD for Well D-1 and A-1 | \$ 143,250 | \$ 65,212 | \$ 78,038 | 46% |
| Total Wells | \$ 143,250 | \$ 65,212 | \$ 78,038 | 46% |
| <u>Water Improvements</u> | | | | |
| 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 | 389,367 | (189,367) | 195% |
| Northern Delivery System | 500,000 | - | 500,000 | 0% |
| Segment C Installation | 1,000,000 | - | 1,000,000 | 0% |
| Tap Fee Credits | 200,000 | 305,044 | (105,044) | 153% |
| Bale Ditch | - | 5,799 | (5,799) | 0% |
| Storage/ Garage Building | - | 18,205 | (18,205) | 0% |
| AVIC Bale Change Case - Brownstein | 200,000 | 233,556 | (33,556) | 117% |
| FMIC Change Case | - | 8,400 | (8,400) | 0% |
| Excelsior Change Case - Cummins | 100,000 | - | 100,000 | 0% |
| Excelsior Exchange Case | 100,000 | 9,830 | 90,170 | 10% |
| Pueblo Reservoir - Excess Capacity Leasing and Permitting | 200,000 | 112,621 | 87,379 | 56% |
| South Reservoir - Improvements | 950,000 | 130,186 | 819,814 | 14% |
| AVIC Augmentation Station | 660,250 | - | 660,250 | 0% |
| Chicago Springs Ranch Master Plan and Improvements | 250,000 | - | 250,000 | 0% |
| MI-PB Infrastructure Project | - | 421,830 | (421,830) | 0% |
| Water Purchases and Diligence Investigations/Permitting/Land Purchase | 20,000 | 50,209 | (30,209) | 251% |
| Total Water Improvements | \$ 4,598,978 | \$ 1,685,047 | \$ 2,913,931 | 37% |
| Total Expenditures - Enterprise Capital | \$ 5,204,228 | \$ 2,076,268 | \$ 3,127,960 | 40% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ (80,128) | \$ 2,003,188 | \$ 2,083,316 | |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfer from Enterprise Fund | \$ 80,128 | \$ - | \$ (80,128) | 0% |
| CWCB Loan Proceeds | - | 3,895,757 | 3,895,757 | 0% |
| MI-PB - Escrow | - | (1,428,892) | (1,428,892) | 0% |
| Total Other Financing Sources (Uses) | \$ 80,128 | \$ 2,466,865 | \$ 2,386,737 | NA |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES | \$ - | \$ 4,470,053 | \$ 4,470,053 | |



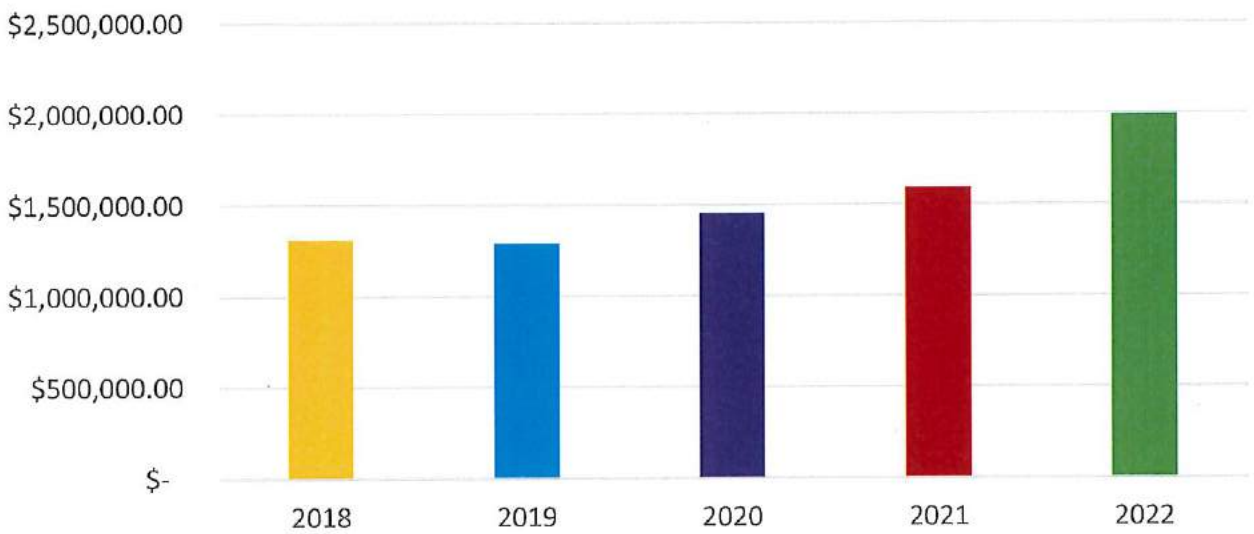
TRIVIEW METROPOLITAN DISTRICT
Financial Statements
September 2022
Unaudited

TOWN OF MONUMENT

Sales Tax Share

**Year to Date – August 2022
with 2018, 2019, 2020 and 2021**

Town of Monument
Sales Tax Revenue
August - YTD
2018 thru 2022



CASH POSITION
September 30, 2022

TRIVIEW METROPOLITAN DISTRICT

Cash Position - 2022

| Fund/Account | Balance | Jan-22 | Feb-22 | Mar-22 | Apr-22 | May-22 | Jun-22 | Jul-22 | Aug-21 | Sep-22 | Oct-22 | Nov-22 | Dec-22 |
|--|------------|------------|------------|-------------|-------------|-------------|-------------|------------|------------|-------------|--------|--------|--------|
| General/District Fund Accounts | Dec-21 | | | | | | | | | | | | |
| General Fund - Checking Account | | | | | | | | | | | | | |
| KeyBank #1567 | 347,243 | 274,470 | 336,806 | 195,260 | 165,585 | 250,342 | 4,152,777 | 246,896 | 189,848 | 295,435 | | | |
| Transfer in Process | 0 | | | | | | (3,895,737) | | | | | | |
| General Fund Investment Account - Sales Tax Revenue | | | | | | | | | | | | | |
| ColoTrust #8002 | 4,695,828 | 4,721,498 | 5,260,335 | 6,511,837 | 7,063,743 | 6,174,401 | 6,406,292 | 7,510,069 | 7,889,150 | 8,568,767 | | | |
| Transfer in Process | | | (913,000) | (1,212,000) | (1,600,000) | | | | | (1,005,000) | | | |
| General Fund Cash Accounts | 5,043,071 | 4,995,968 | 4,664,141 | 5,495,097 | 5,629,328 | 6,424,743 | 6,663,312 | 7,756,965 | 8,078,998 | 7,864,202 | 0 | 0 | 0 |
| Enterprise Fund Accounts | | | | | | | | | | | | | |
| Enterprise Fund - Checking Account | | | | | | | | | | | | | |
| KeyBank #1575 | 470,610 | 331,144 | 285,965 | 388,313 | 533,518 | 365,419 | 808,342 | 999,560 | 1,130,600 | 1,260,529 | | | |
| Transfer in Process | | | | | | | | | | | | | |
| Enterprise Fund Reserve Account | | | | | | | | | | | | | |
| ColoTrust #8001 | 8,917,704 | 8,918,261 | 8,918,932 | 8,920,843 | 8,924,137 | 7,929,939 | 7,937,572 | 7,948,735 | 7,963,931 | 7,981,101 | | | |
| Enterprise Fund - Money Market | | | | | | | | | | | | | |
| KeyBank #7892 | 461,090 | 461,094 | 461,097 | 461,101 | 461,105 | 461,109 | 461,113 | 461,117 | 461,120 | 461,129 | | | |
| Tap Fee Escrow Account | | | | | | | | | | | | | |
| ColoTrust #8003 | 791 | 791 | 791 | 791 | 791 | 792 | 793 | 794 | 795 | 797 | | | |
| Escrow Account-Renewable Water Fees | | | | | | | | | | | | | |
| 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 | 1,788,228 | 1,790,742 | 1,794,166 | 1,798,034 | | | |
| Escrow Account-Sewer and Water Impact Fees | | | | | | | | | | | | | |
| ColoTrust #8006 | 721,755 | 721,800 | 721,854 | 722,009 | 722,276 | 722,761 | 723,457 | 724,474 | 725,859 | 727,424 | | | |
| Enterprise Fund Cash Accounts | 12,355,971 | 12,217,222 | 12,172,906 | 12,277,706 | 12,427,135 | 11,266,528 | 11,719,505 | 11,925,422 | 12,076,471 | 12,229,014 | 0 | 0 | 0 |
| Capital Projects Fund Accounts | | | | | | | | | | | | | |
| Capital Projects Fund-Checking Account | | | | | | | | | | | | | |
| KeyBank #2516 | 2,245,013 | 1,903,188 | 1,147,143 | 1,216,216 | 1,225,405 | 1,175,523 | 1,100,362 | 4,658,531 | 4,294,378 | 3,782,797 | | | |
| Capital Projects Fund-MI-PB Escrow | | | | | | | | | | | | | |
| KeyBank #3676 | 0 | 1,645,422 | 1,645,422 | 1,638,352 | 1,638,352 | 1,635,470 | 1,634,794 | 1,338,769 | 1,428,892 | 1,428,892 | | | |
| Capital Projects Fund-General-Highway Escrow | | | | | | | | | | | | | |
| KeyBank #9922 | 2,149,954 | 2,149,954 | 2,149,954 | 2,149,954 | 2,149,954 | 2,219,954 | 2,219,954 | 2,219,954 | 2,219,954 | 2,205,914 | | | |
| Capital Projects Fund Cash Accounts | 4,394,967 | 5,698,564 | 4,942,519 | 5,004,522 | 5,013,711 | 5,030,947 | 8,850,867 | 8,717,254 | 7,943,224 | 7,417,603 | 0 | 0 | 0 |
| 2016 Bond Funds - Restricted | | | | | | | | | | | | | |
| Series 2016 Bond Fund | | | | | | | | | | | | | |
| Colorado State Bank and Trust/BOK Financial | 325 | 325 | 325 | 325 | 2,119,036 | 1,194,987 | 1,195,803 | 1,654,106 | 1,656,237 | 2,578,213 | | | |
| Transfer in Process | | | 913,000 | 1,212,000 | 1,600,000 | | | | | 1,600,000 | | | |
| Series 2016 Revenue Fund - (Property Tax) | | | | | | | | | | | | | |
| Colorado State Bank and Trust/BOK Financial | 2,120,381 | 2,117,965 | 2,118,100 | 2,118,259 | 1 | 1,600,727 | 1,601,195 | 1,145,584 | 1,147,392 | 230,525 | | | |
| Bond Funds - Totals - Restricted | 2,120,706 | 2,118,290 | 3,051,425 | 3,330,584 | 3,719,037 | 2,795,714 | 2,796,998 | 2,799,690 | 2,803,629 | 3,808,738 | 0 | 0 | 0 |
| Total Cash - All Funds | 23,914,715 | 25,030,044 | 24,830,991 | 26,107,909 | 26,789,211 | 25,517,932 | 30,030,682 | 31,199,331 | 30,902,322 | 31,319,557 | 0 | 0 | 0 |
| Month to Month Change | | 1,115,329 | (199,053) | 1,276,918 | 681,302 | (1,271,279) | 4,512,750 | 1,168,649 | (297,009) | 417,235 | 0 | 0 | 0 |

Note 1: Bond Interest payments made in May.

Note 2: CWCB loan proceeds moved to Capital Projects Checking instead of Enterprise Checking

Restricted Accounts

FUND BALANCE SUMMARY

September 30, 2022

TRIVIEW METROPOLITAN DISTRICT

September 30, 2022

Fund Summary

GENERAL FUND

| | Public Works/ Streets | Parks and Open Space | Debt Service | Total |
|-------------------------|-----------------------|--|--------------|--------------|
| Total Revenue | \$ 2,246,793 | \$ 1,309,546 | \$ 2,590,280 | \$ 6,146,619 |
| Total Expenditures | 923,161 | 750,858 | 965,573 | 2,639,592 |
| Net Excess (Deficiency) | \$ 1,323,631 | \$ 558,689 | \$ 1,624,707 | \$ 3,507,027 |
| | | Less: Transfer to Capital Projects Fund | \$ | 447,359 |
| | | Transfer to Enterprise Fund | \$ | 562,500 |
| | | Net Excess (Deficiency) - 2022 | \$ | 2,497,168 |
| | | Beginning Fund Balance - January 1, 2022 -unrestricted | \$ | 3,711,770 |
| | | Ending Fund Balance - September 30, 2022 | \$ | 6,208,938 |

WATER AND WASTEWATER ENTERPRISE FUND

| | Water Operations | Wastewater Operations | Debt Service | Total |
|----------------------------|------------------|--|--------------|--------------|
| Total Revenue | \$ 2,421,049 | \$ 1,593,408 | \$ 655,918 | \$ 4,670,374 |
| Transfer from General Fund | - | - | 562,500 | 562,500 |
| Total Expenditures | 1,676,125 | 1,117,411 | 745,372 | 3,538,908 |
| Net Excess (Deficiency) | \$ 744,923 | \$ 475,997 | \$ 473,046 | \$ 1,693,966 |
| | | Less: Transfer to Capital Projects Fund | \$ | - |
| | | Net Excess (Deficiency) - 2022 | \$ | 1,693,966 |
| | | Beginning Fund Balance - January 1, 2022 | \$ | 17,267,795 |
| | | Ending Fund Balance - September 30, 2022 | \$ | 18,961,761 |

CAPITAL PROJECTS - GENERAL FUND

| | Total |
|--|-----------|
| Total Revenue | \$ 70,000 |
| Plus: Transfer from General Fund | 447,359 |
| Total Expenditures | (447,359) |
| Less: Higby Road Escrow | (70,000) |
| Net Excess (Deficiency) | \$ - |
| Beginning Fund Balance - January 1, 2022 | \$ - |
| Ending Fund Balance - September 30, 2022 | \$ - |

CAPITAL PROJECTS - ENTERPRISE FUND

| | Total |
|--|--------------|
| Total Revenue | \$ 4,307,221 |
| Plus: Transfer from Enterprise Fund | - |
| CWCB Loan Proceeds | 3,895,757 |
| Less: MI-PB Escrow | (1,428,892) |
| Total Expenditures | (4,220,693) |
| Net Excess (Deficiency) | \$ 2,553,393 |
| Beginning Fund Balance - January 1, 2022 - estimated | \$ - |
| Ending Fund Balance - September 30, 2022 | \$ 2,553,393 |

GENERAL FUND
Cost Allocation
September 30, 2022

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|--|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Sales Tax/IGA/Town - Estimated | \$ 1,518,000 | \$ 1,437,937 | \$ (80,063) | 95% |
| Property Tax - Operations | 198,168 | 197,632 | (536) | 100% |
| Property Tax/IGA/Town | 204,600 | - | (204,600) | 0% |
| Specific Ownership Tax | 214,500 | 148,451 | (66,050) | 69% |
| Auto Tax/IGA/Town - Estimated | 148,500 | 133,484 | (15,016) | 90% |
| Interest | 3,300 | 39,840 | 36,540 | 1207% |
| Drainage Impact Fees | 206,250 | 81,125 | (125,125) | 39% |
| Road and Bridge Fees | 162,300 | 63,838 | (98,462) | 39% |
| Use Tax - Construction Material | 264,000 | 134,481 | (129,519) | 51% |
| Use Tax - Town | 3,960 | 4,190 | 230 | 106% |
| Miscellaneous - (includes Safety Grant) | 17,160 | 5,815 | (11,345) | 34% |
| Lot & Inspection Fees | 660 | - | (660) | 0% |
| Total Revenue | \$ 2,941,398 | \$ 2,246,793 | \$ (694,605) | 76% |
| EXPENDITURES | | | | |
| <u>Legislative</u> | | | | |
| Directors' Fees | \$ 3,960 | \$ 3,564 | \$ 396 | 90% |
| FICA and Unemployment | 264 | 234 | 30 | 89% |
| Workers Compensation Insurance | 23 | 18 | 5 | 77% |
| Total Legislative | \$ 4,247 | \$ 3,816 | \$ 431 | 90% |
| <u>General and Administrative</u> | | | | |
| <u>Salaries and Benefits</u> | | | | |
| Salaries/Wages | \$ 83,054 | \$ 58,999 | \$ 24,055 | 71% |
| Unemployment Insurance | 330 | 85 | 245 | 26% |
| Workers' Compensation Insurance | 330 | 257 | 73 | 78% |
| Health and Dental Insurance | 19,760 | 6,692 | 13,068 | 34% |
| Employer's FICA | 6,354 | 3,625 | 2,729 | 57% |
| Employer's Medicare | 1,204 | 893 | 311 | 74% |
| Retirement | 990 | 768 | 222 | 78% |
| Life and Disability Insurance | 1,036 | 567 | 469 | 55% |
| Total Salaries and Benefits | \$ 113,059 | \$ 71,886 | \$ 41,172 | 64% |
| <u>Professional Services</u> | | | | |
| Professional Services-Engineering | \$ 52,800 | \$ 37,885 | \$ 14,915 | 72% |
| Professional Services-Management | - | - | - | 0% |
| Professional Services-Public Relations | 19,800 | 8,348 | 11,452 | 42% |
| Legal Fees/Monson, Cummins & Shohet | 13,200 | 4,739 | 8,461 | 36% |
| Legal Fees | 23,100 | 30,539 | (7,439) | 132% |
| Total Professional Services | \$ 108,900 | \$ 81,511 | \$ 27,389 | 75% |
| <u>General Administration</u> | | | | |
| Accounting Services | \$ 29,700 | \$ 29,600 | \$ 100 | 100% |
| Audit Fees | 5,940 | 4,290 | 1,650 | 72% |
| Conference, Class and Education | 660 | 822 | (162) | 125% |
| Dues, Publications and Subscriptions | 5,280 | 3,927 | 1,353 | 74% |
| Election | 26,400 | 2,651 | 23,749 | 10% |

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|--|-------------------|-------------------|--|-----------------------------------|
| IT Support | 6,600 | 8,031 | (1,431) | 122% |
| Office Equipment and Supplies | 9,900 | 2,757 | 7,143 | 28% |
| Publication - Legal Notice | 264 | 821 | (557) | 311% |
| Repairs and Maintenance | 660 | 969 | (309) | 147% |
| Telephone Service | 15,180 | 12,446 | 2,734 | 82% |
| Travel and Meeting Expense | 4,950 | 1,496 | 3,454 | 30% |
| Office Overhead (COA, utilities, rent, etc.) | 27,720 | 18,548 | 9,172 | 67% |
| General Insurance | 21,780 | 23,903 | (2,123) | 110% |
| Tax Collection Expense - Operations | 2,973 | 2,972 | 1 | 100% |
| Vehicle Expense | 231 | 31,626 | (31,395) | 13691% |
| Stormwater Detention Pond Assessment | 1,980 | - | 1,980 | 0% |
| Contingency/Emergency Reserves/Miscellaneous | 66,000 | 4,149 | 61,851 | 6% |
| Total General Administration | \$ 226,218 | \$ 149,007 | \$ 77,211 | 66% |
| Total General Administrative, Legislative and Professional Services | \$ 452,424 | \$ 306,220 | \$ 146,203 | 68% |
| <u>Operations</u> | | | | |
| <u>Salaries and Benefits- Streets and Parks</u> | | | | |
| Salaries/Wages | \$ 470,696 | \$ 322,614 | \$ 148,082 | 69% |
| Salaries/Wages - Seasonal | 16,474 | 6,851 | 9,623 | 42% |
| Overtime/On-call | 4,158 | 13,482 | (9,324) | 324% |
| Unemployment Insurance | 1,056 | 852 | 204 | 81% |
| Workers' Compensation Insurance | 10,560 | 8,237 | 2,323 | 78% |
| Health and Dental Insurance | 105,075 | 72,712 | 32,363 | 69% |
| Employer's FICA | 37,587 | 21,365 | 16,222 | 57% |
| Employer's Medicare | 7,124 | 4,996 | 2,128 | 70% |
| Retirement | 13,200 | 11,114 | 2,086 | 84% |
| Life and Disability Insurance | 5,796 | 3,819 | 1,977 | 66% |
| Total Salaries and Benefits - Streets and Parks | \$ 671,725 | \$ 466,042 | \$ 205,684 | 69% |
| <u>Streets Operations and Maintenance</u> | | | | |
| Operations and Maintenance - (includes Crack Seal) | \$ 60,000 | \$ 40,327 | \$ 19,673 | 67% |
| Vehicle Maintenance | 20,000 | 14,017 | 5,983 | 70% |
| 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 | 12,355 | 12,645 | 49% |
| Sand and Salt for Roads | 40,000 | 10,661 | 29,339 | 27% |
| Supplies | 1,000 | 356 | 644 | 36% |
| Total Streets | \$ 218,500 | \$ 77,716 | \$ 140,784 | 36% |
| Total Streets O & M | \$ 890,225 | \$ 543,757 | \$ 346,469 | 61% |
| <u>Lighting</u> | | | | |
| MVE Operation and Maintenance | \$ 36,300 | \$ 6,264 | \$ 30,036 | 17% |
| Repair and Maintenance | 1,980 | - | 1,980 | 0% |
| Total Lighting | \$ 38,280 | \$ 6,264 | \$ 32,016 | 16% |

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|--|----------------------------|----------------------------|--|-----------------------------------|
| <u>Signage</u> | | | | |
| 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> |
| <u>Traffic Control</u> | | | | |
| Operation and Maintenance | \$ 1,500 | \$ 35,406 | \$ (33,906) | 2360% |
| Repairs and Maintenance - Striping | 30,000 | - | 30,000 | 0% |
| Total Traffic Control | <u>\$ 31,500</u> | <u>\$ 35,406</u> | <u>\$ (3,906)</u> | <u>112%</u> |
| <u>Drainage/Erosion Control</u> | | | | |
| Repairs and Maintenance (includes Concrete work) | \$ 50,000 | \$ 24,803 | \$ 25,197 | 50% |
| Total Drainage/Erosion Control | <u>\$ 50,000</u> | <u>\$ 24,803</u> | <u>\$ 25,197</u> | <u>50%</u> |
| Total Expenditures - Public Works/Streets | <u>\$ 1,465,069</u> | <u>\$ 923,161</u> | <u>\$ 541,908</u> | <u>63%</u> |
| EXCESS OF REVENUE OVER (UNDER) | | | | |
| EXPENDITURES | <u>\$ 1,476,329</u> | <u>\$ 1,323,631</u> | <u>\$ (152,698)</u> | |

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|--|---------------------|---------------------|--|-----------------------------------|
| REVENUE - Parks and Open Space | | | | |
| Sales Tax/IGA/Town - Estimated | \$ 782,000 | \$ 740,755 | \$ (41,245) | 95% |
| Property Tax - Operations | 102,087 | 101,811 | (276) | 100% |
| Property Tax/IGA/Town | 105,400 | - | (105,400) | 0% |
| Specific Ownership Tax | 110,500 | 76,475 | (34,026) | 69% |
| Park, Rec and Landscape Fees | 505,950 | 199,007 | (306,943) | 39% |
| Auto Tax/IGA/Town - Estimated | 76,500 | 68,765 | (7,735) | 90% |
| Interest | 1,700 | 20,523 | 18,823 | 1207% |
| Use Tax - Construction Material | 136,000 | 69,278 | (66,722) | 51% |
| Use Tax- Town | 2,040 | 2,159 | 119 | 106% |
| Conservation Trust Fund | 22,500 | 27,778 | 5,278 | 123% |
| Miscellaneous - (includes Safety Grant) | 8,840 | 2,996 | (5,844) | 34% |
| Lot & Inspection Fees | 340 | - | (340) | 0% |
| Total Revenue | \$ 1,853,857 | \$ 1,309,546 | \$ (544,311) | 71% |
| EXPENDITURES | | | | |
| <u>Legislative</u> | | | | |
| Directors' Fees | \$ 2,040 | \$ 1,836 | \$ 204 | 90% |
| FICA and Unemployment | 136 | 121 | 15 | 89% |
| Workers Compensation Insurance | 12 | 9 | 3 | 77% |
| Total Legislative | \$ 2,188 | \$ 1,966 | \$ 222 | 90% |
| <u>General and Administrative</u> | | | | |
| <u>Salaries and Benefits</u> | | | | |
| Salaries/Wages | \$ 42,786 | \$ 30,394 | \$ 12,392 | 71% |
| Unemployment Insurance | 170 | 44 | 126 | 26% |
| Workers' Compensation Insurance | 170 | 133 | 37 | 78% |
| Health and Dental Insurance | 10,180 | 3,447 | 6,733 | 34% |
| Employer's FICA | 3,273 | 1,868 | 1,405 | 57% |
| Employer's Medicare | 620 | 460 | 160 | 74% |
| Retirement | 510 | 396 | 114 | 78% |
| Life and Disability Insurance | 534 | 292 | 242 | 55% |
| Total Salaries and Benefits | \$ 58,242 | \$ 37,033 | \$ 21,210 | 64% |
| <u>Professional Services</u> | | | | |
| Professional Services-Engineering | \$ 27,200 | \$ 19,516 | \$ 7,684 | 72% |
| Professional Services-Public Relations | 10,200 | 4,301 | 5,899 | 42% |
| Legal Fees/Monson, Cummins & Shoet | 6,800 | 2,441 | 4,359 | 36% |
| Legal Fees | 11,900 | 15,732 | (3,832) | 132% |
| Total Professional Services | \$ 56,100 | \$ 41,990 | \$ 14,110 | 75% |
| <u>General Administration</u> | | | | |
| Accounting Services | \$ 15,300 | \$ 15,248 | \$ 52 | 100% |
| Audit Fees | 3,060 | 2,210 | 850 | 72% |
| Conference, Class and Education | 340 | 423 | (83) | 125% |
| Dues, Publications and Subscriptions | 2,720 | 2,023 | 697 | 74% |
| Election | 13,600 | 1,366 | 12,234 | 10% |
| IT Support | 3,400 | 4,137 | (737) | 122% |
| Office Equipment and Supplies | 5,100 | 1,421 | 3,679 | 28% |
| Publication - Legal Notice | 136 | 423 | (287) | 311% |
| Repairs and Maintenance | 340 | 499 | (159) | 147% |
| Telephone Service | 7,820 | 6,411 | 1,409 | 82% |
| Travel and Meeting Expense | 2,550 | 771 | 1,779 | 30% |
| Office Overhead (COA, utilities, rent, etc.) | 14,280 | 9,555 | 4,725 | 67% |
| General Insurance | 11,220 | 12,314 | (1,094) | 110% |
| Tax Collection Expense - Operations | 1,531 | 1,530 | 1 | 100% |
| Vehicle Expense | 119 | 16,292 | (16,173) | 13691% |
| Stormwater Detention Pond Assessment | 1,020 | - | 1,020 | 0% |
| Contingency/Emergency Reserves/Miscellaneous | 34,000 | 2,137 | 31,863 | 6% |
| Total General Administration | \$ 116,536 | \$ 76,761 | \$ 39,775 | 66% |

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|---|----------------|---------------|--|-----------------------------------|
| Total Parks - Administrative, Professional Services, etc. | \$ 233,067 | \$ 157,750 | \$ 75,317 | 68% |
| <u>Operations</u> | | | | |
| <u>Salaries and Benefits- Streets and Parks</u> | | | | |
| Salaries/Wages | \$ 242,480 | \$ 166,195 | \$ 76,285 | 69% |
| Salaries/Wages - Seasonal | 8,486 | 3,529 | 4,957 | 42% |
| Overtime/On-call | 2,142 | 6,945 | (4,803) | 324% |
| Unemployment Insurance | 544 | 439 | 105 | 81% |
| Workers' Compensation Insurance | 5,440 | 4,243 | 1,197 | 78% |
| Health and Dental Insurance | 54,129 | 37,457 | 16,672 | 69% |
| Employer's FICA | 19,363 | 11,006 | 8,357 | 57% |
| Employer's Medicare | 3,670 | 2,574 | 1,096 | 70% |
| Retirement | 6,800 | 5,726 | 1,074 | 84% |
| Life and Disability Insurance | 2,986 | 1,968 | 1,018 | 66% |
| Total Salaries and Benefits - Parks | \$ 346,039 | \$ 240,082 | \$ 105,958 | 69% |
| <u>Parks and Open Space O & M</u> | | | | |
| Repair of Facilities | \$ 6,000 | \$ 18,301 | \$ (12,301) | 305% |
| Annual Flower and Shrub replacement Program | 10,000 | 2,964 | 7,036 | 30% |
| Holiday Lights | 5,000 | - | 5,000 | 0% |
| Lawn Fertilizer, Tree Fertilizer and Weed Control Program | 50,000 | 30,088 | 19,912 | 60% |
| Park Irrigation Water Payments | 180,000 | 169,279 | 10,721 | 94% |
| Repair and Maintenance | 55,000 | 59,427 | (4,427) | 108% |
| Supplies/Trees Replacement | 15,000 | 13,342 | 1,658 | 89% |
| Tools | 3,000 | 4,541 | (1,541) | 151% |
| Equipment and Projects | - | 12,652 | (12,652) | 0% |
| Clothing and Safety Equipment | 9,500 | 7,970 | 1,530 | 84% |
| Back Flow Inspection | 3,000 | - | 3,000 | 0% |
| ET 3 Year Subscription | 15,000 | - | 15,000 | 0% |
| Total Parks and Open Space O & M | \$ 351,500 | \$ 318,564 | \$ 32,936 | 91% |
| Total Parks O & M | \$ 697,540 | \$ 558,646 | \$ 138,894 | 80% |
| <u>Lighting</u> | | | | |
| MVE Operation and Maintenance | \$ 18,700 | \$ 3,227 | \$ 15,473 | 17% |
| Repair and Maintenance | 1,020 | - | 1,020 | 0% |
| Total Lighting | \$ 19,720 | \$ 3,227 | \$ 16,493 | 16% |
| <u>Signage</u> | | | | |
| Repairs and Maintenance | \$ 1,360 | \$ 3,457 | \$ (2,097) | 254% |
| Total Signage | \$ 1,360 | \$ 3,457 | \$ (2,097) | 254% |
| <u>Total Conservation Trust Fund Projects</u> | \$ 22,500 | \$ 27,778 | \$ (5,278) | 123% |
| Total Expenditures - Parks and Open Space | \$ 974,187 | \$ 750,858 | \$ 223,329 | 77% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ 879,670 | \$ 558,689 | \$ (320,981) | |

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
DEBT SERVICE

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|---------------------------------------|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Property Tax | \$ 2,582,190 | \$ 2,575,393 | \$ (6,797) | 100% |
| Interest - GO Bond | 2,000 | 14,887 | 12,887 | 744% |
| Total Revenue | \$ 2,584,190 | \$ 2,590,280 | \$ 6,090 | 100% |
| EXPENDITURES | | | | |
| <u>Administrative</u> | | | | |
| Tax Collection Expense | \$ 38,733 | \$ 38,717 | \$ 16 | 100% |
| Total Administrative | \$ 38,733 | \$ 38,717 | \$ 16 | 100% |
| <u>Debt Service</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 | 2,750 | (250) | 110% |
| Total Debt Service | \$ 2,580,713 | \$ 926,856 | \$ 1,653,857 | 36% |
| Total Expenditures | \$ 2,619,446 | \$ 965,573 | \$ 1,653,873 | 37% |
| EXCESS OF REVENUE OVER (UNDER) | | | | |
| EXPENDITURES | \$ (35,256) | \$ 1,624,707 | \$ 1,659,963 | |

ENTERPRISE FUND
Cost Allocation
September 30, 2022

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|---|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Water Revenue | \$ 2,001,240 | \$ 1,425,384 | \$ (575,856) | 71% |
| Base Rate/Capital Improvement Fee | 800,000 | 670,940 | (129,060) | 84% |
| Contract Sewer and Water Service - Forest Lakes | 99,000 | 81,479 | (17,521) | 82% |
| Water Meter Kits | 75,000 | 29,000 | (46,000) | 39% |
| Administrative Fee | 118,800 | 88,038 | (30,762) | 74% |
| Miscellaneous | 30,000 | 23,230 | (6,771) | 77% |
| Bulk Water Revenue | 40,000 | 102,978 | 62,978 | 257% |
| Total Revenue | \$ 3,164,040 | \$ 2,421,049 | \$ (742,992) | 77% |
| EXPENDITURES | | | | |
| <u>Administrative</u> | | | | |
| <u>Salaries and Benefits</u> | | | | |
| Salaries/Wages | \$ 342,320 | \$ 318,967 | \$ 23,354 | 93% |
| Overtime/On-call | 4,713 | 14,127 | (9,414) | 300% |
| Unemployment Insurance | 450 | 678 | (228) | 151% |
| Workers' Compensation Insurance | 3,250 | 2,575 | 675 | 79% |
| Health and Dental Insurance | 63,192 | 47,112 | 16,081 | 75% |
| Employer's FICA | 26,582 | 20,733 | 5,849 | 78% |
| Employer's Medicare | 5,032 | 4,849 | 183 | 96% |
| Retirement | 12,500 | 11,947 | 554 | 96% |
| Life and Disability Insurance | 3,783 | 2,767 | 1,016 | 73% |
| Total Salaries and Benefits | \$ 461,821 | \$ 423,754 | \$ 38,068 | 92% |
| <u>Professional Services</u> | | | | |
| Professional Services- Engineering | \$ 37,500 | \$ 23,871 | \$ 13,630 | 64% |
| Professional Services-Public Relations | 15,000 | 6,325 | 8,676 | 42% |
| Professional Services/Amcobi/National Meter | 45,000 | 39,021 | 5,979 | 87% |
| Development Services/Monson, Cummins & Shohet | 50,000 | 74,574 | (24,574) | 149% |
| Total Professional Services | \$ 147,500 | \$ 143,790 | \$ 3,710 | 97% |
| <u>Administrative</u> | | | | |
| Accounting Services | 22,500 | 22,424 | 76 | 100% |
| Audit Fees | 5,000 | 2,500 | 2,500 | 50% |
| Conference, Class and Education | 1,000 | 795 | 206 | 79% |
| Dues, Publications and Subscriptions | 3,000 | 3,548 | (548) | 118% |
| Election Expense | - | 292 | (292) | 0% |
| IT Support | 8,500 | 6,963 | 1,538 | 82% |
| Office Equipment and Supplies | 5,000 | 1,822 | 3,179 | 36% |
| Postage | 500 | 487 | 14 | 97% |
| Publication - Legal Notice | 100 | - | 100 | 0% |
| Repairs and Maintenance | 250 | - | 250 | 0% |
| Telephone Service | 5,000 | 4,776 | 224 | 96% |
| Travel and Meeting Expense | 500 | 80 | 420 | 16% |
| Office Overhead (COA, utilities, rent, etc.) | 4,500 | 4,949 | (449) | 110% |
| Clothing Uniform Rental and Safety Equipment | 7,500 | 2,854 | 4,646 | 38% |
| General Insurance | 15,673 | 18,050 | (2,377) | 115% |
| Vehicle Expense | 13,000 | 14,265 | (1,265) | 110% |
| Bank Charges | 9,000 | 6,966 | 2,034 | 77% |
| Miscellaneous | 1,000 | 306 | 695 | 31% |
| Total General Administration | \$ 102,023 | \$ 91,074 | \$ 10,949 | 89% |
| Total General Administrative | \$ 711,345 | \$ 658,618 | \$ 52,727 | 93% |

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|--|------------------------|-----------------------|---|--|
| <u>Water System</u> | | | | |
| Water Testing | \$ 40,000 | \$ 39,631 | \$ 369 | 99% |
| Waste Disposal | 10,000 | - | 10,000 | 0% |
| Sludge Disposal | 35,000 | 11,020 | 23,980 | 31% |
| Gas Utilities | 9,000 | 4,763 | 4,237 | 53% |
| Electric Utilities | 300,000 | 252,641 | 47,359 | 84% |
| SCADA Support/Meter Calibration | 33,000 | - | 33,000 | 0% |
| Repairs and Maintenance | 240,000 | 125,089 | 114,911 | 52% |
| Storage Tank Maintenance | 10,000 | 434 | 9,566 | 4% |
| Operating Supplies | 30,000 | 20,662 | 9,338 | 69% |
| Bulk Chemical Supplies (Starting HMO Treatment) | 60,000 | 48,349 | 11,651 | 81% |
| Lab Chemicals and Supplies | 10,000 | 8,056 | 1,944 | 81% |
| Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit) | 20,000 | 8,803 | 11,197 | 44% |
| Water and Ditch Assessments | 156,000 | 209,380 | (53,380) | 134% |
| Tools | 3,000 | - | 3,000 | 0% |
| Leased Pueblo Reservoir Lease & Outlet | 62,187 | - | 62,187 | 0% |
| Equipment Meter Supplies/Meter Kits | 120,000 | 288,679 | (168,679) | 241% |
| Total Water System | \$ 1,138,187 | \$ 1,017,507 | \$ 120,680 | 89% |
| Total Expenditures | \$ 1,849,532 | \$ 1,676,125 | \$ 173,407 | 91% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ 1,314,508 | \$ 744,923 | \$ (569,585) | |

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Wastewater Operations

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|---|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Sewer Revenue | \$ 1,956,387 | \$ 1,488,699 | \$ (467,688) | 76% |
| Contract Sewer and Water Service - Forest Lakes | 99,000 | 81,479 | (17,521) | 82% |
| Miscellaneous | 30,000 | 23,230 | (6,771) | 77% |
| Total Revenue | \$ 2,085,387 | \$ 1,593,408 | \$ (491,980) | 76% |
| EXPENDITURES | | | | |
| <u>Administrative</u> | | | | |
| <u>Salaries and Benefits</u> | | | | |
| Salaries/Wages | \$ 342,320 | \$ 318,967 | \$ 23,354 | 93% |
| Overtime/On-call | 4,713 | 14,127 | (9,414) | 300% |
| Unemployment Insurance | 450 | 678 | (228) | 151% |
| Workers' Compensation Insurance | 3,250 | 2,575 | 675 | 79% |
| Health and Dental Insurance | 63,192 | 47,112 | 16,081 | 75% |
| Employer's FICA | 26,582 | 20,733 | 5,849 | 78% |
| Employer's Medicare | 5,032 | 4,849 | 183 | 96% |
| Retirement | 12,500 | 11,947 | 554 | 96% |
| Life and Disability Insurance | 3,783 | 2,767 | 1,016 | 73% |
| Total Salaries and Benefits | \$ 461,821 | \$ 423,754 | \$ 38,068 | 92% |
| <u>Professional Services</u> | | | | |
| Professional Services- Engineering | \$ 37,500 | \$ 23,871 | \$ 13,630 | 64% |
| Professional Services-Public Relations | 15,000 | 6,325 | 8,676 | 42% |
| Professional Services/Amcobi/National Meter | 45,000 | 39,021 | 5,979 | 87% |
| Development Services/Monson, Cummins & Shohet | 50,000 | 74,574 | (24,574) | 149% |
| Total Professional Services | \$ 147,500 | \$ 143,790 | \$ 3,710 | 97% |
| <u>Administrative</u> | | | | |
| Accounting Services | \$ 22,500 | \$ 22,424 | \$ 76 | 100% |
| Audit Fees | 5,000 | 2,500 | 2,500 | 50% |
| Conference, Class and Education | 1,000 | 795 | 206 | 79% |
| Dues, Publications and Subscriptions | 3,000 | 3,548 | (548) | 118% |
| Election Expense | - | 292 | (292) | 0% |
| IT Support | 8,500 | 6,963 | 1,538 | 82% |
| Office Equipment and Supplies | 5,000 | 1,822 | 3,179 | 36% |
| Postage | 500 | 487 | 14 | 97% |
| Publication - Legal Notice | 100 | - | 100 | 0% |
| Repairs and Maintenance | 250 | - | 250 | 0% |
| Telephone Service | 5,000 | 4,776 | 224 | 96% |
| Travel and Meeting Expense | 500 | 80 | 420 | 16% |
| Office Overhead (COA, utilities, rent, etc.) | 4,500 | 4,949 | (449) | 110% |
| Clothing Uniform Rental and Safety Equipment | 7,500 | 2,854 | 4,646 | 38% |
| General Insurance | 15,673 | 18,050 | (2,377) | 115% |

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Wastewater Operations

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|---|------------------------------|------------------------------|---|--|
| Vehicle Expense | 13,000 | 14,265 | (1,265) | 110% |
| Bank Charges | 9,000 | 6,966 | 2,034 | 77% |
| Miscellaneous | 1,000 | 306 | 695 | 31% |
| Total General Administration | <u>\$ 102,023</u> | <u>\$ 91,074</u> | <u>\$ 10,949</u> | <u>89%</u> |
| Total General Administrative | <u>\$ 711,345</u> | <u>\$ 658,618</u> | <u>\$ 52,727</u> | <u>93%</u> |
| <u>Wastewater System</u> | | | | |
| Wastewater TF/Donala/IGA | \$ 717,106 | \$ 450,904 | \$ 266,202 | 63% |
| 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 | 363 | 637 | 36% |
| Transit Loss | 5,700 | 5,698 | 2 | 100% |
| Total Wastewater System | <u>\$ 914,306</u> | <u>\$ 458,793</u> | <u>\$ 455,513</u> | <u>50%</u> |
| Total Expenditures | <u>\$ 1,625,651</u> | <u>\$ 1,117,411</u> | <u>\$ 508,240</u> | <u>69%</u> |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | <u>\$ 459,736</u> | <u>\$ 475,997</u> | <u>\$ 16,261</u> | |

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

For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|---------------------------------------|---------------------|-------------------|--|-----------------------------------|
| REVENUE | | | | |
| Renewable Water Fee | \$ 1,100,000 | \$ 441,874 | \$ (658,126) | 40% |
| Water Lease- Comanche | 171,866 | 130,920 | (40,946) | 76% |
| Interest | 8,000 | 83,124 | 75,124 | 1039% |
| Total Revenue | \$ 1,279,866 | \$ 655,918 | \$ (623,948) | 51% |
| <u>Debt Service</u> | | | | |
| 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% |
| Total Debt Service | \$ 1,981,744 | \$ 745,372 | \$ 1,236,372 | 38% |
| OTHER FINANCING SOURCES | | | | |
| Transfer from other funds | \$ 750,000 | \$ 562,500 | \$ (187,500) | 75% |
| Total Other Financing Sources | \$ 750,000 | \$ 562,500 | \$ (187,500) | 75% |
| EXCESS OF REVENUE OVER (UNDER) | | | | |
| EXPENDITURES | \$ 48,122 | \$ 473,046 | \$ 424,924 | |

CAPITAL PROJECTS FUNDS

September 30, 2022

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - GENERAL
Budget Status Report - GAAP Basis
For the Nine Months Ending September 30, 2022

Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|---|------------------------|-----------------------|---|--|
| REVENUE | | | | |
| Highby Road -Developer Contribution/Escrow | \$ - | \$ 70,000 | \$ 70,000 | 0% |
| Total Revenue | \$ - | \$ 70,000 | \$ 70,000 | 0% |
| EXPENDITURES | | | | |
| <u>Vehicles and Equipment Utilities</u> | | | | |
| Vehicles and Equipment | \$ 60,000 | \$ 136,629 | \$ (76,629) | 228% |
| 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 | 8,986 | 14 | 100% |
| Total Vehicles and Equipment | \$ 234,500 | \$ 222,322 | \$ 12,178 | 95% |
| <u>Park and Street Improvements</u> | | | | |
| Overlay Parking Lot at Public Works Facility | \$ 153,000 | \$ - | \$ 153,000 | 0% |
| Streetscape Improvements Leather Chaps and Baptist Road | 75,000 | 32,581 | 42,419 | 43% |
| 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 | 153,168 | (23,168) | 118% |
| Steel Building for A-yard | - | 7,043 | (7,043) | 0% |
| Highby Road- Design and Construction | - | 14,040 | (14,040) | 0% |
| Total Park and Street Improvements | \$ 403,000 | \$ 225,037 | \$ 177,963 | 56% |
| Total Expenditures - District Capital | \$ 637,500 | \$ 447,359 | \$ 190,141 | 70% |
| EXCESS OF REVENUE OVER (UNDER) | | | | |
| EXPENDITURES | \$ (637,500) | \$ (377,359) | \$ 260,141 | |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfer from General Fund | \$ 637,500 | \$ 447,359 | \$ (190,141) | 70% |
| Highby Road - Developer Contribution - Escrow | - | (70,000) | (70,000) | 0% |
| Total Other Financing Sources (Uses) | \$ 637,500 | \$ 377,359 | \$ (260,141) | 59% |
| EXCESS OF REVENUE OVER (UNDER) | | | | |
| EXPENDITURES AND OTHER FINANCING SOURCES | \$ - | \$ - | \$ - | |

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - ENTERPRISE
Budget Status Report - GAAP Basis
For the Nine Months Ending September 30, 2022
Unaudited

| | 2022 Budget | YTD Actual | Variance Favorable (Unfavorable) | Percent of Budget (YTD 75%) |
|--|---------------------|---------------------|--|-----------------------------------|
| REVENUE | | | | |
| Water Tap Fees | \$ 1,806,000 | \$ 759,500 | \$ (1,046,500) | 42% |
| Sewer Tap Fees | 1,050,000 | 398,875 | (651,125) | 38% |
| Water/Sewer Impact Fee | 150,000 | 29,000 | (121,000) | 19% |
| Renewable Water Fee | 1,060,600 | 424,545 | (636,055) | 40% |
| Admin Fee | 225,000 | 16,500 | (208,500) | 7% |
| Lease Revenue (FMIC) | 65,000 | 59,829 | (5,171) | 92% |
| Effluent Paid-AGUA/Woodmoor | 60,000 | 163,475 | 103,475 | 272% |
| Review and Comment Fee | 75,000 | 29,500 | (45,500) | 39% |
| Grazing Lease | - | 1,500 | 1,500 | 0% |
| Sale of 18" Pipeline Forest Lakes | 122,500 | 122,500 | - | 100% |
| Miscellaneous Income | 10,000 | 174 | (9,826) | 2% |
| Developer Contribution - MI-PB Infrastructure | - | 1,850,722 | 1,850,722 | 0% |
| Payment in Lieu of Water Rights | 500,000 | 451,101 | (48,899) | 90% |
| Total Revenue | \$ 5,124,100 | \$ 4,307,221 | \$ (816,879) | 84% |
| EXPENDITURES | | | | |
| <u>Vehicles and Equipment Utilities</u> | | | | |
| Equipment/Vehicles 2021 Ranger for Treatment Manager | \$ 70,000 | \$ 26,822 | \$ 43,178 | 38% |
| 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 | - | 100% |
| Total Vehicles and Equipment | \$ 462,000 | \$ 326,009 | \$ 135,991 | 71% |
| <u>Wells</u> | | | | |
| Replace VFD for Well D-1 and A-1 | \$ 143,250 | \$ 65,212 | \$ 78,038 | 46% |
| Total Wells | \$ 143,250 | \$ 65,212 | \$ 78,038 | 46% |
| <u>Water Improvements</u> | | | | |
| Two, Plant Blower Motors | \$ 15,728 | \$ - | \$ 15,728 | 0% |
| Filter Media Replacement (2 Filter @ B Plant & 2 Filter @ A-Plant) | 125,000 | 138,931 | (13,931) | 111% |
| 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 | 470,379 | (270,379) | 235% |
| Northern Delivery System | 500,000 | 285,000 | 215,000 | 57% |
| Segment C Installation | 1,000,000 | - | 1,000,000 | 0% |
| Tap Fee Credits | 200,000 | 305,044 | (105,044) | 153% |
| Bale Ditch | - | 5,799 | (5,799) | 0% |
| Storage/ Garage Building | - | 18,205 | (18,205) | 0% |
| AVIC Bale Change Case - Brownstein | 200,000 | 247,414 | (47,414) | 124% |
| FMIC Change Case | - | 8,400 | (8,400) | 0% |
| Excelsior Change Case - Cummins | 100,000 | - | 100,000 | 0% |
| Excelsior Exchange Case | 100,000 | 9,830 | 90,170 | 10% |
| Pueblo Reservoir - Excess Capacity Leasing and Permitting | 200,000 | 131,406 | 68,594 | 66% |
| South Reservoir - Improvements | 950,000 | 1,732,168 | (782,168) | 182% |
| AVIC Augmentation Station | 660,250 | - | 660,250 | 0% |
| Chicago Springs Ranch Master Plan and Improvements | 250,000 | - | 250,000 | 0% |
| MI-PB Infrastructure Project | - | 421,830 | (421,830) | 0% |
| Water Purchases and Diligence Investigations/Permitting/Land Purchase | 20,000 | 55,066 | (35,066) | 275% |
| Total Water Improvements | \$ 4,598,978 | \$ 3,829,472 | \$ 769,506 | 83% |
| Total Expenditures - Enterprise Capital | \$ 5,204,228 | \$ 4,220,693 | \$ 983,535 | 81% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ (80,128) | \$ 86,528 | \$ 166,656 | |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfer from Enterprise Fund | \$ 80,128 | \$ - | \$ (80,128) | 0% |
| CWCB Loan Proceeds | - | 3,895,757 | 3,895,757 | 0% |
| MI-PB - Escrow | - | (1,428,892) | (1,428,892) | 0% |
| Total Other Financing Sources (Uses) | \$ 80,128 | \$ 2,466,865 | \$ 2,386,737 | NA |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES | \$ - | \$ 2,553,393 | \$ 2,553,393 | |