

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

Thursday March 23, 2023

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. Disclosure of Conflicts
4. Approval of Agenda
5. Public Comment
6. Approval of Consent Agenda
 - a. Prior Meeting Minutes
February 16, 2023, Regular Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Taps for February 2023 (enclosure)
 - d. Tax Transfer from Monument (enclosure)
7. Operations Reports
 - a. District Manager Monthly Report (enclosure)
 - b. Public Works and Parks and Open Space Updates (Matt Rayno)
 - c. Utilities Department Updates (Shawn Sexton)
8. Action Items:
 - a. Review and Consider approval of an Agreement between Colorado Springs Utilities and the Triview Metropolitan District for Convey Treat and Deliver Regional Water Service.

- b. Review and Consider approval of an Agreement by and between Pueblo, a Municipal Corporation, acting by and through the Board of Water Works of Pueblo, Colorado and the Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.
 - c. Review and Consider an Agreement between Kiewit Infrastructure Corporation and the Triview Metropolitan District that includes the following:
 - A guaranteed maximum Price for the installation of a pipeline known as the Northern Delivery System
 - Early Procurement of Pump Station material and Equipment
 - Draw Schedule
 - Construction Schedule
 - d. Review and Consider a Water Lease Agreement between the Triview Metropolitan District and FONTANA ENTERPRISES for the lease of 40 shares of Fountain Mutual Irrigation Company Stock for water years 2023 through 2029.
9. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.
 - a. Checks of \$5,000.00 or more (enclosure)
 - b. February 2023 Financials (enclosure)
10. Legal Comments (George Rowley Triview General Counsel)
 - a. Consider Posting Candidate Statements on the District Website
 - b. Drop off location for ballots at District office.
 - c. New Board Member Orientation Manual
11. Update Board on Public Relation activities.
 - Newsletter distribution
12. Executive Session §24-6-402(4) (a), (b), (e), Acquisitions, Legal Advice, and Negotiations, regarding the following general topics:
 - Negotiations associated with water delivery infrastructure,
 - Water Acquisitions,
 - Property Acquisitions.

13. Review and Consider Approval of Resolution 2023-02, a Resolution of the Triview Metropolitan District authorizing the District Manager to initiate eminent domain proceedings for the acquisition of easements and real property interests necessary for Pipelines, Utilities, and Infrastructure associated with the Northern Delivery System project, should good faith negotiations for the same fail.
14. Adjournment

RECORD OF PROCEEDINGS

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

February 16, 2023

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, February 16, 2023, 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, Zoom
Vice President	Anthony Sexton, Zoom
Secretary/Treasurer	James Barnhart, present
Director	James Otis, present

Also, in attendance were on roll call:

James McGrady, District Manager
Joyce Levad, District Administrator
Chris Cummins, District Water Attorney
Emilie Polley, Associate Attorney
Nelson Dunford, Attorney
Shawn Sexton, Water Superintendent
Rob Lewis, Distribution and Collection Manager
Matt Rayno, Parks, and Open Space Superintendent
Steve Sheffield, future Assistant District Manager
Natalie Barszcz, Our Community News
Amanda Carlton, resident
Ann-Marie Jojola, resident
Barrett Edwards, resident

DISCLOSURE OF CONFLICTS

None.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

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

PUBLIC COMMENT

None.

Consent Agenda

- a) Prior Meeting Minutes
 - January 19, 2023, Regular Board Meeting
- b) Billing Summary Rate Code Report
- c) Taps for January 2023
- d) Tax Transfer from Monument

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

OPERATIONS REPORT

District Manager Report (enclosure)

- Mr. McGrady introduced Triview's latest employee. Steve Sheffield will be the new Assistant District Manager. This was approved by the Board in December of 2022. Mr. Sheffield will be trained by Mr. McGrady to eventually take his place after retirement. His official hire date is March 13, 2023.
- The Northern Delivery System pipe and valves have been ordered. Triview will be doing another amendment to the CMGC contract. This will allow Triview to begin ordering pipe, the building for the pump station, and the electrical equipment for the project. Construction on the building should start early this summer. Kiewit will start doing potholing for utilities next week. The easement was approved for the construction.

RECORD OF PROCEEDINGS

- The Convey Treat and Deliver Contract has been delivered to Triview from CSU. The contract looks very good with no surprises from CSU. The System Available Fee will be financed through CSU at a rate of 3.45 percent. This contract will be discussed in Executive Session.
- The Pueblo County 1041 permit is proceeding. Mr. McGrady is waiting on comments from the consulting engineer, Wright Water Engineering. That report is due from Pueblo County.
- The South Reservoir update. Finally good news, the building permit has been received to start on the 330 ft. Pump Station building. Construction will start early March. Triview is looking forward to getting some agricultural water into the reservoir to test the equipment.
- The Arkansas Valley Irrigation Company project is moving along. Triview is going to the Planning Commission for the acceptance of the Master Plan on March 1, 2023. The City Council meeting will be in middle March. As soon as the Master Plan is accepted Triview will begin with annexation some time in the middle of May 2023. Mr. McGrady has a conference call scheduled for the Bale Ditch water right and this will include the adjoining landowners. LRE Water and Merrick Engineering to work on permitting on both the Cottonwood Creek augmentation station and diversion station and the Bale augmentation station and diversion station.
- The Northern Monument Creek Interceptor is moving along well. This will be discussed in Executive Session.
- Well A4 is being pulled to start pump rehabilitation and replacement of the motor. This is done on all Wells in the District every 7 years.
- The overlay for Remington Hills and road rehabilitation will start this spring. The overlay will start in April and the road rehabilitation will start in May.
- Colorado Springs Utilities has kicked off their Direct and Indirect Potable Reuse Study. Triview will be involved in their workshop due to Triview being a majority shareholder in FMIC.

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

- Mr. Rayno stated the crew is doing a lot of tree and shrub pruning due to the nice weather.

RECORD OF PROCEEDINGS

- Snow removal this last snowstorm amounted to about 30 hours on the streets.
- Trail erosion is being worked on Swing Park trail by installing edging for the water coming down the trail.
- Agate Creek Park and trail system irrigation landscape project is ongoing.
- The crew is doing mapping for the Turf herbicide and fertilization program.

Utilities Department Update

- Pumpage for the month of January 2023 was 12.790 Mg.
- All wells are currently on normal operating basis with the exception of Well A4.
- All Water plants are operation normally.
- Velocity contractors are working at the Forest Lakes water plant installing a new water line from the Ground Plant to the Surface Plant.

ACTION ITEMS:

- a) Mr. McGrady announced a new vacancy on the Board of Triview. Marco Fiorito resigned from the Triview Board in order to apply for his candidacy on the Town of Monument Board of Trustees. Mr. Fiorito was appointed to the Town of Monument Board of Trustees.

Director Sexton wanted to take this opportunity to thank Marco Fiorito for his service for 7 plus years on the Board. Director Barnhart agreed.

A motion was made by Director Melville to express the Boards' appreciation for all of Mr. Fioritos' service to Triview. The motion was duly seconded by Director Sexton. A vote was taken, and the motion was carried unanimously.

FINANCIALS AND PAYABLES

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

Monthly Cash Position and Unaudited Financial Statements - The Board reviewed the January 2023 unaudited Financial Statements as presented. A motion to approve the District's January 2023 Financial Statements was made by Director Melville. The motion was duly seconded by Director Barnhart. A vote was taken, and the motion was carried unanimously.

RECORD OF PROCEEDINGS

PUBLIC RELATIONS:

The current newsletter is in the mail. Mr. McGrady is planning on putting a new map of the District in the newsletter. There will be an update of new construction in the District also.

BOARD BREAK

The Board took a ten-minute break at 6:23 p.m. before entering Executive Session.

EXECUTIVE SESSION:

A motion was made by Director Barnhart 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 was carried unanimously. Executive Session was entered into at 6:33 p.m.

- Negotiations associated with water delivery infrastructure.
- Water Acquisitions.
- Property Acquisitions.
- Upper Monument Wastewater Plant Evaluation/Contract.

ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Barnhart. The motion was duly seconded by Director Otis. A vote was taken, and the motion was carried unanimously. The meeting was adjourned at 9:06 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 2/1 to 2/28/2023
Summary Financial Information - Board Packet

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$110,609.06	2118
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$39,161.06	2107
Rate Code 01 Triview Metro - Res Water Base Rate	\$66,591.00	2118
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$44,200.03	2095
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$1,444.68	61
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$122.44	4
Rate Code 01 Triview Metro - Res Water Use Rate Tier4		
Rate Code 01 Triview Metro - Res Water Use Rate Tier5		
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$2,831.49	27
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$1,692.90	27
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$6,292.50	30
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$3,887.40	31
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$5,034.00	12
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$3,009.60	12
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$2,516.97	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$1,504.80	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$11,826.77	71
Usage Fee Triview Metro - Com Water Use Rate	\$17,614.29	71
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$1,442.10	23
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$2,131.80	17
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$4,263.60	17
Usage Fee Triview Metro - Com Irr Water Use	\$2.94	1
Triview Metro - Quik Way Sewer	\$213.00	2
Triview Metro - Metering & Billing Fee	\$11,200.00	2240
Title Prep Fee Triview Metro - Title Request Fee	\$200.00	4
Triview Metro - 5% Late Fee	\$1,863.64	181
Special Impact Triview Metro - Special Impact Fee	\$2,450.00	245
Triview Metro - Reconnect Fee	\$150.00	1
Triview Metro - NSF Fee		
Total Accounts	\$342,256.07	11521

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2118
Rate Code 02 - Commercial Account 1"	27
Rate Code 03 - Irrigation Account 1"	22
Rate Code 04 - Commercial Account 1 1/2"	35
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	13
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	2252

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 49,368.71
Amount Past Due 31-60 Days	\$ 1,191.77
Amount Past Due 61-90 Days	\$ (2,019.15)
Amount Past Due 91-120 Days	\$ (534.43)
Amount Past Due 120+ Days	\$ (3,689.57)
Total AR	\$44,317.33

Receipts	Amount	Items
Payment - ACH		
Payment - ACH Key Bank	\$214,148.22	1405
Payment - Check Key Bank	\$113,635.87	602
Payment - On Site	\$19,891.54	145
Refund CREDIT	(\$1,314.50)	6
REVERSE Payment	(\$855.31)	4
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
Total Receipts	\$345,505.82	2162
Checks versus Online Payments	34.71%	65.29%
	Checks	ACH's

Water	Gallons	Accounts
Gallons sold 1-1 to 1-31-2023 =	9,820,346	2249
Gallons sold 2-1 to 2-28-2023 =	10,842,730	2265

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	0.00%
40,001 - 50,000	0	0	0.00%
30,001 - 40,000	0	0	0.00%
20,001 - 30,000	3	81,140	0.83%
10,001 - 20,000	20	247,053	2.52%
8,001 - 10,000	38	332,384	3.38%
6,001 - 8,000	133	900,174	9.17%
4,001 - 6,000	465	2,237,471	22.78%
2,001 - 4,000	982	2,901,607	29.55%
1 - 2,000	460	605,669	6.17%
Zero Usage	17	0	0.00%
Total Meters	2118	7,305,498	74.39%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	17	1,888,740	19.23%
40,001 - 50,000	3	135,060	1.38%
30,001 - 40,000	6	205,271	2.09%
20,001 - 30,000	7	155,268	1.58%
10,001 - 20,000	3	40,946	0.42%
8,001 - 10,000	2	16,715	0.17%
6,001 - 8,000	1	6,820	0.07%
4,001 - 6,000	4	19,911	0.20%
2,001 - 4,000	9	24,572	0.25%
1 - 2,000	17	18,209	0.19%
Zero Usage	9	0	0.00%
Total Meters	78	2,511,512	25.57%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	0.00%
40,001 - 50,000	0	0	0.00%
30,001 - 40,000	0	0	0.00%
20,001 - 30,000	0	0	0.00%
10,001 - 20,000	0	0	0.00%
8,001 - 10,000	0	0	0.00%
6,001 - 8,000	0	0	0.00%
4,001 - 6,000	0	0	0.00%
2,001 - 4,000	1	2,916	0.03%
1 - 2,000	1	420	0.00%
Zero Usage	51	0	0.00%

SANCTUARY POINTE				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16415	Golden Sun Way	Saddletree Homes	02/01/23	\$46,508.60
108	Panoramic Dr.	Classic Homes	02/09/23	\$46,768.26
238	Panoramic Dr.	Classic Homes	02/03/23	\$46,976.00
16340	Treetop Glory Court	Classic Homes	02/09/23	\$46,622.10
315	Panoramic Dr.	Classic Homes	02/28/23	\$47,416.64
			Total:	\$234,291.60

JACKSON CREEK NORTH (CREEKSIDE)				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
			Total:	\$0.00

HOME PLACE RANCH				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
			Total:	\$0.00



March 15, 2023

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 \$189,220.05 to the Triview ColoTrust District Fund account on or before March 31, 2023. The ACH details are as follows and documentation is enclosed.

Sales Tax for January 2023	\$ 172,509.27
Regional Building Use Tax for February 2023	\$ 252.36
Motor Vehicle Tax for January 2023	\$ 16,458.42

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

Sincerely,

Mike Foreman
Town Manager



Triview Metropolitan Public Works March 2023 Report

List of March Projects:

- Weekly/Daily: Daily trash pick-up around the district and bi-weekly cleaning of trash cans and doggie pot stations
- Mulching ornamental beds on Jackson Creek and throughout district.
- Street sign repairs
- Aeration / overseeding to start late month weather permitting.
- Post Emergent application started on Jackson creek beds continued throughout district on all rock and landscape beds.
- Winter watering trees and shrubs
- Snow reports attached for mid-February to mid-March
- Fleet maintenance (Post snow work on multiple trucks and other equipment) All mowers serviced, and repairs made. Next up servicing 2-cycle equipment.
- Finish up and cutbacks on shrubs, perennials, and tree pruning
- Trail enhancements on swing park trail.
- Old Creek Park playground construction scheduled to be completed by 3-10-2023, and open for service.
- Agate Creek Park and trail enhancement project. Concrete sidewalk and new trail entrance completed.
- District street sweeping on all Mains Jackson Creek, Leather Chaps, Lyons Tail, Kitchener, Glen Eagle, and Sanctuary Rim.





Focus for April:

- Irrigation install for agate creek park completion, and ready for dirt work and seed prep.
- District street sweeping inner district roads.
- Irrigation start up around the district (weather permitting)
- Fertilize on lawn turf throughout district.
- Fertilize all ornamental shrub/perennial beds
- Finish application of granular pre-emergent
- District trail conditioning and repairs "ongoing"
- Bid out concrete repairs for 2023
- Spot mow areas in the district
- Train Park port-a-potties installed.
- A yard prep for asphalt install.
- Mow and maintenance schedules set for the season
- Final preparations for Remington Hill mill and overlay project.



Old Creek Park



Swing Park Trail
Enhancement
2023



SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created March 2, 2023

Start Date: February 1, 2023

End Date: February 28, 2023

Region: Colorado Springs and Pueblo

Meteorological Discussion:

February of 2023 produced slightly above and below normal temperatures and above normal snowfall over SE Colorado from Colorado Springs to Pueblo. Average highs for the month in Colorado Springs came in at 49.0°F and average lows were 19.0°F. Combining the average highs and lows for the month resulted in a monthly mean temperature of 34.4°F which was 1.0 degree above the normal of 33.4°F. The highest temperature during February was 65°F on the 26th with the coldest temperature of -2°F just 3 days ahead on the 23rd. The city of Pueblo recorded average monthly high temperature of 53.0°F and an average low of 14.5°F producing a monthly mean temperature of 33.7° which was 1.4 degrees colder than average. There were 4 snow events during the month which occurred on the 8-9th, 14-16th, 21-22nd and 23-24th. The majority of the snow fell from the 14-16th with the municipal airport in Colorado Springs reporting 10.2" from that storm alone and Pueblo coming in with 6.5". For the month the airport in Colorado Springs recorded 12.4" of snow which was 7.8" above normal and the 10th snowiest on record. Pueblo reported 8.3" of snow for the month which was 3.6" above normal and the 31st snowiest on record. Total precipitation was 0.48" in Colorado Springs which was 0.16" above normal while Pueblo tallied 0.46" of moisture, 0.14" above normal. Snow totals for the month generally ranged from 8-15" from Monument into Pueblo with lesser amounts into Canon City of 5-7". The 5-7" towards Canon City and Penrose was near normal while other areas experienced above normal snowfall for February standards. Snow totals in the table may contain estimates due to missing or partial data. If new data becomes available this report may be updated.

SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

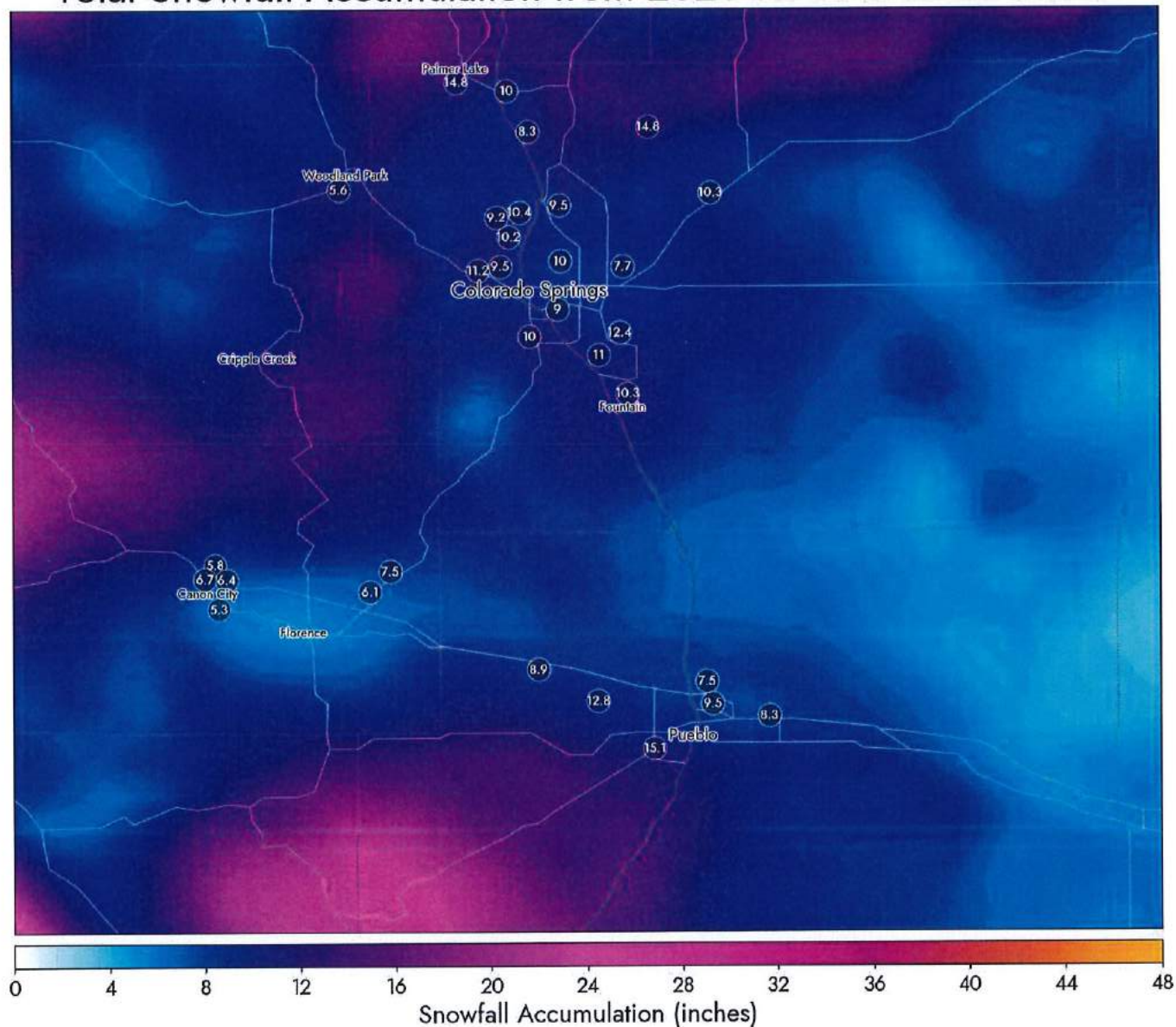
Report Created March 2, 2023

Start Date: February 1, 2023

End Date: February 28, 2023

Region: Colorado Springs and Pueblo

Total Snowfall Accumulation from 2023-02-01 to 2023-02-28



Copyright © 2022 All Rights Reserved. SnowREPORT, a service of SkyviewWeather®. www.skyviewweather.com

SNOW REPORT

your window to the weather
SKYVIEW WEATHER®

Report Created March 2, 2023

Start Date: February 1, 2023

End Date: February 28, 2023

Region: Colorado Springs and Pueblo

Snowfall: El Paso, Pueblo, & Fremont Counties

Location	Zip	Snowfall	Location	Zip	Snowfall	Location	Zip	Snowfall
Black Forest W	80908	14.8	Colo Springs S	80906	10.0	Penrose ESE	81240	6.1
Canon City	81212	5.3	Colo Springs NW	80919	10.2	Pueblo NWS	81001	8.3
Canon City N	81212	5.8	Colo Springs NW	80904	9.5	Pueblo E	81001	9.5
Canon City NW	81212	6.4	Colo Springs NE	80909	10.0	Pueblo WSW	81007	12.8
Canon City E	81212	6.7	Falcon NNE	80831	10.3	Pueblo West	81007	8.9
Cimarron Hills	80915	7.7	Fountain E	80817	10.3	Pueblo SW	81005	15.1
Colorado Springs Airport	80916	12.4	Gleneagle	80921	8.3	Pueblo N	81001	7.5
Colo Sprgs NW	80919	9.2	Manitou Springs East	80829	11.2	Widefield/Security	80911	11.0
Colo Sprgs NNW	80919	10.4	Monument Hill N	80132	10.0	Woodland Park	80863	5.6
Colo Sprgs NNE	80920	9.5	Palmer Lake	80133	14.8			
Colo Springs S FD HQ	80910	9.0	Penrose NNW	81240	7.5			

Disclaimer Statement

This Skyview Weather SnowREPORT is certified to be accurate and representative of snowfall totals. Individual data reports (black dots) represent both physical measurements and derived-snowfall totals for specific georeferenced locations. The source of this data may include Cooperative Observers, National Weather Service (NWS) reports, and other private and public entities. Reports are quality controlled by Skyview Weather meteorologists through a comparison of physical and derived measurements vs. storm reanalysis data. Filled contour data is made available by the NWS NOHRSC system, providing high-resolution snowfall reanalysis through remote sensing, local storm reports, and area climatology. NOHRSC data is interpolated and experimental and may not align with physical measurements. Skyview Weather reserves the right to update these reports as needed as new data becomes available. Use of this SnowREPORT for legal purposes is prohibited without expressed written consent. If approved, additional fees may apply.



Triview Metro Water Department

List of Accomplishments for February, 2023

Pumpage for month of February 2023 –

Total to Production		12.805 Mg
	Total to Production February/2022	11.723 Mg
Net water impounded in District ground storage tanks		358131 Gal
Total Sold		10.843 MG
	Total Sold February/2022	9.155 Mg
Total District flow to WWTP for February 2023		10.218 MG
Hydrant meter usage		287000 gal
Sludge decant flow		527000 gal

Reported activity for Month of February 2023

Wellfield-

- Well A7 OOS; Hydro Resources working on the VFD (Variable Frequency Drive)
- Well D9 OOS; pump motor failed, grounded out (Hydro resources to address)
- Well A4 pulled for maintenance, well screen needs to be cleaned
- All other wells operating normally

Water Plants A/B, C Plant Pump Station-

- A Plant is on line; all equipment working normally
- B Plant is running normally
- C Plant is running normally

Additional accomplishments-

- B plant; filters 1 and 2 have been rehabbed, filter media and clarifier media have been replaced, filters will be bacti clearance and placed back in service shortly
- Distribution crew continues to monitor and maintain district PRV vaults; this includes pumping out water from the vaults, recording pressure on the high and low sides of the PRV's, adjusting as necessary, and performing any maintenance needed

- Backflow prevention program; ongoing project
- FOG compliance; Rob and crews are working to complete this vital task for collection system compliance
- Crews are continuing work at Forest Lakes; Velocity services are working on raw water line project, coordination with staff

Future projects-

- C plant, booster pump #2 upgrades will be installed in the next few weeks
- Hydrant maintenance (ongoing)
- Valve exercising (ongoing)

**AGREEMENT BETWEEN COLORADO SPRINGS UTILITIES AND
TRIVIEW METROPOLITAN DISTRICT FOR
CONVEY, TREAT, AND DELIVER REGIONAL WATER SERVICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home-rule city and municipal corporation, hereinafter called "UTILITIES," and Triview Metropolitan District, 16055 Old Forest Point Suite 302, Monument, Colorado, hereinafter called the "DISTRICT." Both the UTILITIES and DISTRICT hereinafter are each individually referred to as "Party" and collectively referred to as the "Parties."

I. RECITALS

- A. DISTRICT is a Colorado metropolitan district authorized under C.R.S. §32-1-1001 et seq., for provision of municipal water service, in addition to other municipal services, and is located in northern El Paso County, Colorado. DISTRICT was formed on May 13, 1985 by decree of the El Paso County District Court in Case No. 85CW893. DISTRICT provides water, wastewater, and stormwater services to a 2,590 acre service area with approximately 2100 taps in the Colorado Springs metropolitan area. DISTRICT is approximately one-half built out, and currently serves a customer base of approximately 2,600 single family equivalents, consisting of approximately 2076 residences and 74 commercial properties in the greater Colorado Springs metropolitan area;
- B. DISTRICT is a member of the Pikes Peak Regional Water Authority and maintains emergency water connections with neighboring communities and special districts, including the Forest Lakes Metropolitan District ("FLMD"), and the Donala Water and Sanitation District ("Donala");
- C. DISTRICT has purchased renewable water supplies and intends to increase and further diversify its water supply to meet its long-term water needs and reduce its historic and current reliance on non-renewable groundwater resources;
- D. UTILITIES currently has infrastructure capacity in its water system; sufficient water transportation displacement, and storage capacity not including UTILITIES' excess capacity storage space in the Fryingpan-Arkansas Project; and water treatment capacity to provide interruptible convey, treat, and deliver water service to DISTRICT under this Agreement;

- E. DISTRICT's Service Area is located outside of the Southeastern Colorado Water Conservation District (SECWCD) boundaries. DISTRICT's Service Area must either be included within SECWCD's boundaries or DISTRICT must request and receive a written waiver of the inclusion requirement from both SECWCD and the Bureau of Reclamation ("Reclamation") that allows DISTRICT to receive delivery of renewable water supplies through UTILITIES' Water System pursuant to this Agreement without inclusion;
- F. DISTRICT has obtained a Long Term Excess Capacity Storage contract for Pueblo Reservoir from Reclamation, as well as received a Pueblo County 1041 Permit, to be able to receive deliveries from UTILITIES' Water System;
- G. DISTRICT desires to receive Convey, Treat, and Deliver Regional Water Service from UTILITIES to meet the water demands of DISTRICT;
- H. DISTRICT will establish a Point of Connection with UTILITIES at UTILITIES' Highway 83 tank site;
- I. UTILITIES has sufficient capacity in its Water System to convey, treat, and deliver DISTRICT Water to DISTRICT at the Highway 83 tank site;
- J. Pursuant to Section 6-50 (Water Rights) of Article VI (Utilities) of the Charter of the City of Colorado Springs, as amended, the City of Colorado Springs has the authority to buy, exchange, augment, lease, own, and control water and water rights; and
- K. UTILITIES has entered into this Agreement pursuant to Section 12.4.304 (Service: Special Contract) of Article 4 (Water Code) of Chapter 12 (Utilities) of the Code of the City of Colorado Springs 2001, as amended (Ord. 10-76).

II. DEFINITIONS

- A. For the purposes of this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise. Terms not otherwise defined herein shall have the meaning adopted in the latest amendment to the City Code of Colorado Springs Colorado 2001, as amended ("City Code"):
 - 1. **Consecutive System:** The Code of Colorado Regulations defines a Consecutive System as a Public Water System that receives some or all of its finished water from one or more wholesale systems. Delivery may be through a direct connection or

through the distribution system of one or more Consecutive Systems pursuant to a separate agreement between all involved parties.

2. **Convey, Treat, and Deliver Regional Water Service:** Water service as defined in UTILITIES' Water Rate Schedule – Contract Service -Regional (WCR) Convey, Treat and Deliver Option whereby UTILITIES' infrastructure is used to convey, treat, and deliver DISTRICT Water to DISTRICT to help meet the water needs of DISTRICT. Service may be interrupted from time to time.
3. **DISTRICT's Service Area:** The areas as identified as DISTRICT's Service Area on Exhibit A.
4. **DISTRICT's Water Distribution System:** Any devices, facilities, structures, equipment or works owned and/or operated by DISTRICT for the purpose of providing water service to DISTRICT's customers located within DISTRICT's Service Area.
5. **DISTRICT's Wastewater Collection System:** Any devices, facilities, structures, equipment or works owned by DISTRICT for the purpose of collection, storage, transmission, treatment and discharge of wastewater from DISTRICT's customers.
6. **DISTRICT Water:** Fully consumable water owned or leased by DISTRICT that can legally be used for municipal purposes within DISTRICT's water service area.
7. **Full Service:** Water service as defined in UTILITIES' Water Rate Schedule – Contract Service -Regional (WCR) Full Service Option.
8. **Full Service Water:** Fully consumable water owned or controlled by the City of Colorado Springs that can legally be used for municipal purposes within DISTRICT's Service Area.
9. **Monument/Fountain Creek Transit Loss Model ("Model"):** The daily accounting model currently used by the Division of Water Resources to determine transit loss and water allocations along Monument and Fountain Creeks. Model shall also apply to any successor model(s) used by the Division of Water Resources for the same purposes.
10. **Point of Connection:** The master meter installed at the location where UTILITIES' Water System is connected to DISTRICT's Water Distribution System.

11. **Public Water System:** The Code of Colorado Regulations defines a Public Water System as a system for the provision to the public of water for human consumption through pipes or other constructed conveyances if such system has at least fifteen service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year.
12. **Tariffs:** UTILITIES' Water Rate Schedules together with Utilities Rules and Regulations.
13. **UTILITIES' Water System:** UTILITIES' Water System includes any devices, facilities, structures, equipment or works owned by UTILITIES for the purpose of providing regional water service to DISTRICT's Water Distribution System.
14. **UTILITIES' Wastewater Treatment System:** UTILITIES' Wastewater Treatment System includes any devices, facilities, structures, equipment or works owned by UTILITIES for the purpose of collection and treating wastewater.
15. **WLESS:** UTILITIES' Water Line Extension and Service Standards, as may be amended or replaced.
16. **Water Regional System Availability Fee (WRSF):** A fee assessed for each new connection to UTILITIES' supply system by contract outside the corporate limits of the City in areas where UTILITIES' Water System is available for use by UTILITIES to serve institutions, plants, organized water districts, municipal corporations, or other similar organizations and only with prior approval by the Colorado Springs City Council.
 - a. The WRSF reflects the amount of capacity needed within UTILITIES' Water System to meet the obligations of regional water contracts.
 - b. The WRSF is determined based on the meter size needed to deliver the maximum daily delivery rate in million gallons per day as well as the maximum delivery volume in acre-feet per year.

III. AGREEMENT FOR SERVICE

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING THE FOREGOING REPRESENTATIONS, IT IS AGREED AS FOLLOWS:

A. **Term:** This Agreement shall become effective upon the date of the last signature below and remains in effect until 5 pm MST on December 31, 2026.

1. **Extension:** Upon DISTRICT's notice to UTILITIES that DISTRICT's Service Area has been included in SECWCD's boundaries or DISTRICT has received written authorization from both SECWCD and Reclamation that it can receive long-term Convey, Treat, and Deliver Regional Water Service from UTILITIES without inclusion, this Agreement shall remain in effect until 5 pm MST on December 31, 2048.

2. **Renewal:**

- a. No later than eighteen (18) months prior to the expiration of the Term, the Parties shall begin good faith negotiations on a new agreement for UTILITIES' provision of Convey, Treat, and Deliver Regional Water Service to DISTRICT, with the expectation that such new agreement ("New Agreement") shall be substantially similar to this Agreement. The Parties acknowledge that the intent of the Agreement is for the Parties to enter into such successive New Agreements so as to continue the provision of service as contemplated herein, subject to approval by the Colorado Springs City Council.
- b. If the Parties are unable to execute a New Agreement by the date that is six (6) months prior to the end of the Term:
 - i. UTILITIES may notify DISTRICT in writing that DISTRICT shall be disconnected from UTILITIES' Water System as of the expiration of the Term; or
 - ii. If the Parties mutually agree to continue good faith negotiations for a new water service agreement beyond the Term, the term may be extended for an additional one (1) year term at UTILITIES' sole discretion.

B. **Convey, Treat, and Deliver Regional Water Service:**

- 1. UTILITIES agrees to provide DISTRICT water service during the term of this Agreement. UTILITIES shall not be obligated to deliver more than 2,200 acre-feet annually of DISTRICT Water to DISTRICT, unless a greater amount is approved in writing by UTILITIES.

2. UTILITIES shall deliver water provided under this Agreement to DISTRICT at the Point of Connection. It is not the Parties intent for the DISTRICT to take delivery of Full Service Water under this Agreement except in the event of an emergency that results in DISTRICT's normal Water Distribution System operations being significantly disrupted such that DISTRICT has a need for water supplies in excess of available DISTRICT Water. If such an emergency occurs, and UTILITIES has determined Full Service Water is available, DISTRICT may request and receive deliveries of Full Service Water on a temporary basis. Any such emergency shall be expediently resolved and DISTRICT shall, at all times, seek to avoid taking delivery of any Full Service Water.
 3. DISTRICT shall be solely responsible for taking all actions necessary for DISTRICT's Service Area to be included within SECWCD's boundaries or obtaining a written waiver of the inclusion requirement. UTILITIES shall have no obligation to provide water service until DISTRICT's Service Area is included within the SECWCD's boundaries or DISTRICT obtains a written waiver of the inclusion requirement from SECWCD and Reclamation and provides UTILITIES with notice of such inclusion or waiver.
- C. **Point of Connection:** DISTRICT shall be solely responsible, financially and otherwise, for designing, installing, and constructing all infrastructure improvements UTILITIES determines are necessary to provide service and all other related facilities necessary for use in connection with this Agreement ("Improvements"). Upon completion of design, installation and construction of the Improvements, DISTRICT shall convey and dedicate to UTILITIES, on a form acceptable to UTILITIES, ownership of all the Improvements located between the water main/tap and the secondary valve and DISTRICT shall continue to own all of the Improvements located between and including the secondary valve and DISTRICT's Water Distribution System as depicted on Exhibit B.
1. The Improvements shall include:
 - a. Primary valve which will be owned and maintained by UTILITIES;
 - b. Secondary valve which will be owned and maintained by DISTRICT;
 - c. Inlet valve;
 - d. Flow control valve;

- e. Meter which will be owned and maintained by UTILITIES;
 - f. Backflow prevention assembly in a configuration similar to that shown in Exhibit B; and
 - g. Controls to allow UTILITIES to limit deliveries of water to DISTRICT to the maximum extent required.
2. The Improvements shall be agreed upon by the Parties in advance and shall be designed, installed, constructed, operated, and maintained in accordance with the Colorado Springs City Code and the applicable UTILITIES' WLESS. The Parties agree and acknowledge that the Point of Connection will be constructed upon property owned by UTILITIES and utilized by DISTRICT pursuant to a separate License Agreement. With the limited exception of the Point of Connection infrastructure located on UTILITIES-owned property and constructed and operated pursuant to a separate License Agreement between the Parties, the Improvements shall be located on property owned by DISTRICT or in rights-of-way or easements dedicated to DISTRICT ("DISTRICT Property"). DISTRICT Property shall be limited to real property interests, including easements and rights-of-way, necessary for access to and for construction, repair, maintenance, and replacement of the Point of Connection, but shall expressly not include DISTRICT Property downstream of the Point of Connection. UTILITIES shall have the sole discretion to determine and approve the actual location and design of the Improvements. DISTRICT shall, at its own cost and subject to UTILITIES' approval, locate, design, and construct the Improvements in such a manner and of such material that the Improvements will not at any time be a source of danger to or interference with any of UTILITIES' structures, facilities, or operations. UTILITIES shall have the right to perform its own inspection of all completed Improvements to ensure compliance with the City Code and UTILITIES' WLESS. DISTRICT shall warranty all workmanship on the Improvements for a minimum of two years.
3. DISTRICT shall own and shall be solely responsible, financially, and otherwise, for the operation, maintenance and repair, improvement, including any improvement, repair or maintenance that is requested by UTILITIES, of the parts of the Point of Connection located between and including the secondary valve and DISTRICT's

Water System as depicted in Exhibit B and all other related facilities necessary for DISTRICT's use in connection with this Agreement.

4. UTILITIES shall be responsible for the operation, maintenance, and repair of all parts of the Point of Connection dedicated and conveyed to it that are located between the water main/tap and the secondary valve as depicted in Exhibit B. DISTRICT agrees to reimburse UTILITIES for its time-and-material costs associated with the maintenance and repair of all Improvements.
 5. DISTRICT hereby grants UTILITIES the perpetual right to ingress and egress over and through DISTRICT Property, including property owned by DISTRICT or in rights-of-way or easements dedicated to DISTRICT, to the Point of Connection so that UTILITIES may operate, maintain, repair, and inspect the portions of the Point of Connection and Improvements it is responsible for as well as perform its other duties under this Agreement and any future agreement between the Parties related to the provision of water service.
 6. The Parties shall keep the Point of Connection and Improvements for which they are responsible pursuant to this Article III.D maintained so that they continue to properly serve the purposes for which they were originally intended. All repair or maintenance of the Point of Connection and Improvements shall be completed in a timely manner and in accord with standard industry practices and UTILITIES' WLESS. Within sixty (60) days of the completion of design, installation and construction of the Improvements DISTRICT shall:
 - a. Convey and dedicate to UTILITIES, on forms acceptable to UTILITIES, ownership of all the portions of the Point of Connection and Improvements located between the water main/tap and the secondary valve as depicted in Exhibit B.
 7. No deliveries of water will be made to the Point of Connection under this Agreement until UTILITIES is satisfied that the Point of Connection is in compliance with the Colorado Springs City Code and UTILITIES' WLESS, and all necessary easements or other property interests have been conveyed to UTILITIES.
- D. Volumetric Delivery Terms:** DISTRICT shall limit its water demand on UTILITIES' system to an instantaneous flow rate of not less than 0 gallons per minute, not more than

1,750 gallons per minute, and a total maximum daily delivery of 2.5 million gallons per day (daily flow limit). UTILITIES agrees to maintain the hydraulic grade line at the Point of Connection at or above 7,120 feet. UTILITIES may, as it deems necessary and without providing DISTRICT notice, increase, decrease, or waive these daily and instantaneous flow limits based on system performance to protect UTILITIES' Water System and deliveries to UTILITIES' customers or other good cause. UTILITIES will make best efforts to provide DISTRICT timely notice of any changes of this type.

- E. **DISTRICT Water Supply Obligation:** DISTRICT agrees that DISTRICT bears the sole responsibility for providing a permanent supply of water to meet its customers' demands. DISTRICT shall maintain and operate its Water Distribution System on a continuous, year-round basis to meet such obligations.
- F. **Use of Water:** The DISTRICT agrees not to use the water provided pursuant to this Agreement, directly or indirectly, to furnish water outside the Arkansas River Basin. DISTRICT further irrevocably commits not to serve water delivered under this Agreement to property located outside of the natural drainage of the Arkansas River or to market, transfer, wheel, or otherwise provide water to properties or entities located outside the natural drainage of the Arkansas River Basin. DISTRICT agrees not to use the water provided pursuant to this Agreement, directly or indirectly, to furnish water outside DISTRICT's Service Area as of the date of this Agreement or to any entity or person other than the current residential, commercial, industrial and contract customers of DISTRICT, except DISTRICT may wheel water delivered by this AGREEMENT to FLMD should DISTRICT obtain written agreement from Reclamation, SECWCD, and amend its Pueblo County 1041 Permit to allow for such service. FLMD is not a beneficiary of this Agreement, except as they may receive water service from DISTRICT. In addition, so long as marijuana is an illegal substance under Federal Law, DISTRICT shall not use, or allow its customers to use, the water provided under this agreement, directly or indirectly, to support the cultivation or distribution of marijuana.
- G. **Water Rights Unaffected:** Neither Party is transferring the ownership of any of its water rights under this Agreement.
- H. **Acceptance of DISTRICT Water into UTILITIES' Water System:** The acceptance of DISTRICT Water into UTILITIES' Water System will be accomplished by book over of

DISTRICT Water from DISTRICT's account in Pueblo Reservoir, or some other mutually agreed upon location, to the UTILITIES' Water System at a location designated by UTILITIES. Should the mutually agreed upon location for book over be unavailable, DISTRICT is responsible for securing the ability to book over water at another mutually agreed upon location. DISTRICT Water shall be delivered to UTILITIES at locations and during times as requested at UTILITIES' sole discretion. Further, it is agreed that UTILITIES shall not be obligated to accept into its Water System any DISTRICT Water that would interfere with UTILITIES' rights, operations, or yields. The use and administration of any DISTRICT Water not accepted into UTILITIES' Water System will be the sole responsibility of DISTRICT. DISTRICT shall be responsible for all accounting and administration requirements in connection with its diversion and use of DISTRICT Water under this Agreement. Upon acceptance into UTILITIES' Water System, the accepted DISTRICT Water takes on the character of fully consumable water that can be used in accordance with UTILITIES' water rights decrees and the water delivered to DISTRICT and any return flows therefrom up to the amount of DISTRICT Water accepted into UTILITIES' Water System take on the character of DISTRICT Water delivered to DISTRICT via UTILITIES' Water System. If DISTRICT Water cannot be booked over, is not accepted into UTILITIES' Water System or more water than accepted was delivered by UTILITIES, all water delivered to DISTRICT in excess of the amount of DISTRICT Water accepted into UTILITIES' Water System shall be considered Full Service Water. This Agreement is subject to the administration of water rights by the Division of Water Resources.

I. Return Flows:

1. DISTRICT Water

- a. UTILITIES shall maintain dominion and control of all DISTRICT Water being delivered through UTILITIES' Water System to DISTRICT until such water is delivered at the Point of Connection. Upon delivery, DISTRICT shall have and retain the legal ownership of and right to use, reuse, successively use, and dispose of all return flows resulting from DISTRICT's use of DISTRICT Water delivered by UTILITIES under this Agreement.

2. Full Service Water

- a. All Full Service Water delivered by UTILITIES under this Agreement may only be used for the purposes for which UTILITIES' water rights have been decreed. Neither DISTRICT nor its customers shall have the right to make successive use of Full Service Water, and upon completion of the initial use, all dominion and control over the Full Service Water shall revert to UTILITIES.
- b. UTILITIES retains legal ownership of and the right to use, reuse, successively use, and dispose of all return flows resulting from DISTRICT's one-time use of Full Service Water. DISTRICT shall maintain dominion and control over all Full Service Water during the distribution of the water through DISTRICT's Water Distribution System and once returned to DISTRICT's Wastewater Collection System. DISTRICT shall be solely responsible for the collection, treatment and discharge of all wastewater generated by the use of Full Service Water furnished under this Agreement, and shall retain dominion and control over such water until it is discharged from DISTRICT's Wastewater Collection Facility or upon entry into UTILITIES' Wastewater Treatment System pursuant to a separate Regional Wastewater Services agreement.
- c. DISTRICT shall cooperate with UTILITIES to quantify daily discharges of return flows attributed to Full Service Water from DISTRICT's Wastewater Collection System to permit their inclusion in the Model. Reporting shall also be made as necessary to water_accounting@csu.org. DISTRICT shall be solely responsible for its own cost for the use of the Model. UTILITIES shall have the right to review the water accounting documents of DISTRICT to verify the quantities of such return flows resulting from DISTRICT's use of the Full Service Water delivered to DISTRICT.

J. Consequence of Loss of Dominion Over Full Service Water Return Flows: If

UTILITIES should lose legal dominion and control over the return flows that result from DISTRICT's use of any Full Service Water due to any act or failure to act by DISTRICT, DISTRICT shall pay the Augmentation (W1G) tariff rate modified or replaced for the volume of return flows lost to UTILITIES as determined in UTILITIES' sole discretion. UTILITIES will bill DISTRICT with payment due within thirty (30) days of the date of billing.

K. Service Rates, Fees, and Billing:

1. **WRSF:** A 6" meter will be installed at the Point of Connection and will be used to measure the deliveries of water to DISTRICT under this Agreement. The current WRSF tariff rate for a 6" meter is \$9,980.129.00 DISTRICT has elected to pay this over the period of this twenty-five year contract and will pay \$564,393.00 each year. The yearly WRSF must be paid within 30 days of the date of billing.
 2. **Commodity Charge:** DISTRICT agrees to pay the then prevailing Contract Service – Regional (WCR) Convey, Treat, and Deliver Option rate as modified or replaced, for every cubic foot of DISTRICT Water delivered to DISTRICT. If Full Service Water is delivered to DISTRICT, DISTRICT agrees to pay the then prevailing Contract Service – Regional (WCR) Full Service Option rate modified or replaced, for every cubic foot of Full Service Water delivered to DISTRICT. UTILITIES will bill DISTRICT monthly in arrears with payment due within thirty (30) days of the date of billing.
 3. **Water Quality Monitoring:** DISTRICT agrees to pay a *pro rata* share of water quality monitoring UTILITIES is obligated to perform to be in compliance with its Pueblo County 1041 permit for the Southern Delivery System. DISTRICT shall be billed annually with payment due within thirty (30) days of the date of billing. UTILITIES may choose to waive this charge if DISTRICT can demonstrate their participation in water quality monitoring that meets Pueblo County's 1041 permitting criteria.
 4. **Payments:** Payments under this Article III.K shall be due at Colorado Springs Utilities, Customer Services Department, 111 S. Cascade Ave., Colorado Springs, Colorado 80903. If a payment is not made within thirty (30) days of when it is due, a deposit may be assessed as outlined in the Tariffs as modified or replaced.
- L. **Metering:** All water delivered under this Agreement shall be measured at the Point of Connection between UTILITIES' Water System and DISTRICT's Water Distribution System. If at any time either UTILITIES or DISTRICT questions the accuracy of the meter, either Party may cause such meter to be tested for accuracy and recalibrated, if necessary, at such Party's expense. In the event a meter shall be tested, the Party testing the meter shall provide the other Party with three (3) days' notice of such testing. If the

Parties cannot agree that the meter is measuring accurately, they shall choose an independent third party qualified to test the accuracy of such meters, whose decision regarding accuracy shall be binding on both Parties.

M. Water Efficiency Plan: DISTRICT agrees to abide by and enforce its water efficiency plan submitted to the State in its current form or as it may be changed through the State's approval process.

N. Regional Cooperation:

1. DISTRICT acknowledges and agrees to support the Fountain Creek Watershed, Flood Control, and Greenway District to the extent authorized under Colorado Revised Statutes §32-1-1001, *et seq.*
2. DISTRICT agrees to actively support and cooperate with the City of Colorado Springs, El Paso County, and other regional entities having jurisdiction over stormwater detention and retention on Fountain Creek and to take whatever actions that are within DISTRICT's legal authority to ensure that stormwater in the Fountain Creek Basin does not increase above existing conditions.
3. DISTRICT agrees to accept and comply with the City of Pueblo Flow Management Program and Pueblo Recreational In-Channel Diversion Decree, both impacting the Arkansas River between Pueblo Dam and its confluence with Fountain Creek, in any Water Court application or request for administrative approval for a change of water rights or exchange implicating that reach of the Arkansas River.
4. DISTRICT agrees to support any studies of a flood control dam or dams on Fountain Creek.

O. Changes in Terms or Type of Service: Should DISTRICT take delivery of Full Service Water more than three events in five years on a rolling average, request deliveries that exceed the limits outlined in the Agreement, or desire a different type of water service, UTILITIES and DISTRICT shall either amend this Agreement or renegotiate the Agreement in its entirety.

IV. WATER DELIVERIES

A. Requests for Delivery of Water: DISTRICT shall directly communicate with UTILITIES' System Control as specified in this section and follow up with a written

request for delivery of water, specifying amounts, rates, and duration at least three (3) business days prior to the expected delivery date(s). UTILITIES will provide a written response at least one (1) day prior to the requested delivery date accepting, modifying, or denying the request. For the purposes of DISTRICT requesting service and UTILITIES responding to requests, the term "written" shall include communications by electronic mail to certain electronic mail addresses, which DISTRICT and UTILITIES shall provide to each other upon execution of this Agreement and keep current through the duration of the Agreement. DISTRICT shall limit its water demand on UTILITIES' system as specified in Article III.D. The initial contacts are set forth below.

1. UTILITIES System Control

- a. Operations Supervisor, Jeremy McBeain

jmcbeain@csu.org

Office Phone (719) 668-4588

Cell Phone (719) 494-6973

- b. System Control Operator, to be acknowledge within 24-hours by Operations Supervisor

Office Phone (719) 668-4570

- c. Water_accounting@csu.org

2. DISTRICT System Control

- a. Assistant District Manager, Steve Sheffield

ssheffield@triviewmetro.com

Office Phone (719)-488-6868

Cell Phone (719)-243-3312

- b. Water Treatment Manager, Shawn Sexton

ssexton@triviewmetro.com

719-488-6868

719-499-0637

B. Delivery Interruptions: UTILITIES may interrupt deliveries of water hereunder due to lack of water supplies, infrastructure failure, system capacity failure, or water quality concerns. UTILITIES shall take all reasonable steps to provide DISTRICT with advance notice providing the reasons for any and all delivery interruptions, and

further take all reasonable steps to restore deliveries of water to the DISTRICT through resolution of such issues.

- C. **Consecutive System Disinfection:** DISTRICT and UTILITIES shall comply with Consecutive Systems Disinfection Protocol set forth in Exhibit C during the term of this Agreement.

1. **Disinfection pursuant to Exhibit C is required when:**

- a. The consecutive system is bringing the Point of Connection into service for the first time, or
- b. The consecutive system is bringing the Point of Connection back into service after repairs or similar event that has compromised the main or opened it to the environment, or
- c. The consecutive system is bringing the Point of Connection back into service after a period of >72 hours of the line being stagnant or empty. UTILITIES may also require a disinfection in these cases if there is a possibility the water quality has been compromised in any way.

2. **Scheduling Requirements:** UTILITIES' Water Quality Assurance requires at least two business days' notice to disinfect for consecutive system use. Notify waterquality@csu.org to schedule for disinfection.

D. **Drinking Water Quality Regulatory Compliance; Required Permits:**

1. The water provided by UTILITIES to DISTRICT at the Point of Connection shall be potable water which complies with the Federal Safe Drinking Water Act and the applicable Colorado Primary Drinking Water Regulations (5 C.C.R. 1002-11). Pursuant to §1.8 of the Colorado Primary Drinking Water Regulations, UTILITIES' responsibility regarding the quality of water furnished shall extend only to the Point of Connection. DISTRICT agrees that its Water Distribution System constitutes a Consecutive System and, in accordance with §1.9 of the Colorado Primary Drinking Water Regulations, DISTRICT is responsible for all applicable monitoring and reporting requirements of the Colorado Primary Drinking Water Regulations of water within DISTRICT's Water Distribution System.

2. DISTRICT will be responsible for obtaining, prior to operation, any applicable permits from any permitting authority or approvals from the Colorado Department of Public Health and Environment required for the construction and connection of DISTRICT's Water Distribution System to UTILITIES' Water System at and from the Point of Connection and to fulfill all purposes of this Agreement. A copy of such approval will be provided to UTILITIES within 30 days of receipt by DISTRICT to the UTILITIES' contacts set forth in Article V.A below.

E. **Colorado Water Quality Control Act Compliance:** If at any time during the effective term of this Agreement DISTRICT fails to meet the requirements of the Colorado Water Quality Control Act applicable to DISTRICT, and applicable control regulations promulgated and permits issued thereunder, UTILITIES may in its sole discretion suspend deliveries and interrupt its performance of this Agreement, without commensurate extension of the term of this Agreement or liability to DISTRICT or any third party, including DISTRICT's customers, until DISTRICT has achieved compliance. With or without suspension or interruption by UTILITIES, DISTRICT, in the event of its failure to meet such requirements applicable to DISTRICT, shall implement cost-effective solutions to reduce water pollution with the objective of achieving and maintaining water quality in accordance with the applicable designated uses and water quality standards established by the Water Quality Control Commission and discharge permit limits imposed by the Water Quality Control Division on DISTRICT. In the event UTILITIES fails to meet the requirements of the Colorado Water Quality Control Act and applicable regulations thereunder, UTILITIES shall notify DISTRICT in the same manner as its other customers, and DISTRICT shall have the same rights and remedies as provided to UTILITIES, including the option of requesting the suspension of the delivery of water under this Agreement until such time as UTILITIES has achieved compliance.

V. STANDARD TERMS AND CONDITIONS

- A. **Legal Notice:** Notices under this Agreement, other than DISTRICT's requests for water and UTILITIES' responses to such requests, shall be given in writing, signed

by an authorized representative of the Party giving notice. Telephonic or email notice is not acceptable. Notices shall be delivered by courier service delivery (such as Federal Express) that maintains delivery records requiring a signed receipt; certified mail, postage prepaid with return receipt requested; or personal delivery to the people specified below at the following addresses:

For UTILITIES:

1. Manager, Water Resources

Courier Service Address:

Colorado Springs Utilities
ATTN: Manager, Water Resources
1525 S. Hancock Expressway
Colorado Springs, CO 80906

United States Postal Service Address:

Colorado Springs Utilities
ATTN: Manager, Water Resources
P.O. Box 1103, MC 1825
Colorado Springs, CO 80947-1825

2. City Attorney's Office – Utilities Division:

City Attorney's Office
ATTN: City Attorney's Office – Utilities Division
30 South Nevada Ave., Suite 501
P.O. Box 1575, Mail Code 510
Colorado Springs, CO 80901-1575

For DISTRICT:

1. General Manager: James C. McGrady

Address:
Triview Metropolitan District
ATTN: General Manager
16055 Old Forest Point Suite 302
Monument, CO 80132

2. DISTRICT Water Attorney

Address:
Chris D. Cummins
MONSON, CUMMINS, SHOHET, & FARR, LLC
13511 Northgate Estates Dr., Ste. 250
Colorado Springs, CO 80921

Notices shall be effective (1) the next day following the date sent by courier service delivery that maintains delivery records requiring a signed receipt; (2) upon receipt by the addressee of a personal delivery; or (3) seven (7) days following the date of mailing via certified or registered mail, postage prepaid, return receipt requested.

B. Breach of Agreement and Termination:

1. **Breach of Agreement:** Upon any breach of this Agreement, the non-breaching Party shall have the right to: (a) seek specific performance; (b) be reimbursed for costs; (c) be entitled to money damages for the period between the breach and the order for specific performance; or (d) terminate this Agreement. Unless an emergency situation requires immediate action in order to protect the health, safety and welfare of its customers or UTILITIES' Water System, or of DISTRICT's customers or DISTRICT's Water Distribution System, the non-breaching Party shall provide written notice to the breaching Party of a breach of this Agreement and the breaching Party shall have thirty (30) days to cure such breach or take reasonable steps to address such breach and provide the non-breaching Party with notice of same prior to such non-breaching Party exercising its rights hereunder. DISTRICT may terminate this Agreement at any time if it does not receive the written authorization from the Bureau and SECWCD required by Article III.A.1 above upon thirty (30) days notice to Utilities.
 - a. **Consequential Damages:** Any action by DISTRICT that results in violations of any of UTILITIES' water service-related permits may subject DISTRICT to consequential damages for breach of contract including, but not limited to, any amounts the City or UTILITIES may be required to pay for violation of the conditions of any UTILITIES' water-related permit to the extent that the DISTRICT's actions caused or contributed to the violation.
 - b. **Disconnection Damages:** If DISTRICT disconnects from UTILITIES' Water System for any reason other than a material breach by UTILITIES, the Parties agree that UTILITIES will suffer minimum damages equal to the cost to replace any infrastructure that UTILITIES can no longer use to provide water service to customers other than DISTRICT because of DISTRICT'S disconnection.

2. **UTILITIES Right to Suspend Service:** DISTRICT acknowledges and consents to UTILITIES' right to suspend Convey, Treat, and Deliver Service or terminate this Agreement without liability or obligation to DISTRICT or any other person or entity:
 - a. Due to a significant interruption of water supplies, a substantial disruption (including, but not limited to, legal challenges impacting UTILITIES' Water System, and maintenance and repair to the infrastructure) to UTILITIES' Water System; or
 - b. Due to DISTRICT's breach of a material term or condition of this Agreement, if DISTRICT has not taken substantial steps to cure the breach within a reasonably sufficient time frame that allows DISTRICT to cure the material breach after receiving written notice of such breach from UTILITIES; or
 - c. As otherwise authorized by the City Code or City Council.
 3. **Notice of Breach:** Each Party shall promptly notify the other Party of circumstances that could result in a breach, and UTILITIES shall further promptly notify DISTRICT of changes in City Code, or City Council action that could result in termination of the Agreement.
 4. **Effect of Termination:** Upon termination, UTILITIES shall have no further obligation to provide Convey, Treat, and Deliver Service to DISTRICT and DISTRICT's Water Distribution System shall be disconnected from UTILITIES' Water System. Upon termination of this Agreement, UTILITIES shall determine the connection facilities between DISTRICT's Water Distribution System and UTILITIES' Water System that must be removed at DISTRICT's sole expense. UTILITIES shall determine the way the connection facilities are to be removed and water delivery services discontinued in accordance with UTILITIES' WLESS. All outstanding charges owed by DISTRICT to UTILITIES are due and payable prior to the disconnection of service. If all outstanding charges owed by DISTRICT to UTILITIES are not paid prior to disconnection, DISTRICT's obligation to make full payment shall survive termination of this Agreement.
- C. **Approvals/Permits:** The Parties expressly acknowledge that the service contemplated and/or the construction of any Improvements under this Agreement

may be dependent upon the receipt of any necessary approvals and/or permits by Federal, State, and local governmental and/or regulatory entities. DISTRICT shall be solely responsible for obtaining and complying with all approvals or permits necessary to accomplish the provision of water service and water conveyance by UTILITIES to DISTRICT under this Agreement. UTILITIES will cooperate as reasonably requested by DISTRICT in any application or proceedings to obtain such approvals.

D. DISTRICT Dissolution: If DISTRICT seeks to dissolve pursuant to relevant laws, rules, and regulations, then DISTRICT shall provide a copy of its dissolution petition to UTILITIES, at the time of its filing. The dissolution petition shall provide for assignment of DISTRICT's rights and obligations under the Agreement to a third party acceptable to UTILITIES. If no provision is made for such an assignment or other arrangement reasonably acceptable to UTILITIES, upon DISTRICT's dissolution, this contract shall be null, void and of no further force or effect, and UTILITIES shall have no further obligation to provide water service pursuant to the terms of this Agreement.

E. City of Colorado Springs Compliance:

1. This Agreement is for "Contract Service – Regional (WCR), Convey, Treat, and Deliver Option," as provided in the Tariffs. The water service provided under this Agreement shall be governed by the Colorado Springs City Charter, the City Code, the Tariffs, WLESS, and all other applicable City of Colorado Springs' or UTILITIES' ordinances, resolutions regulations, policies and rules concerning use of UTILITIES' Water System as may be amended or replaced, except as otherwise provided in this Agreement. DISTRICT shall comply with applicable laws, ordinances, regulations, rules or policies concerning use of UTILITIES' Water System as they exist now or may be amended or replaced in the future. The Parties acknowledge and agree that City Code Chapter 12, Article 4, Part 13 is not applicable to DISTRICT under this Agreement.
2. In accordance with City Code § 12.4.304, DISTRICT submits to the jurisdiction of the City of Colorado Springs for the purposes of the enforcement procedures set out in City Code Chapter 12, Article 4 that are applicable to this Agreement.

- F. **Compliance with Laws and Regulations:** This Agreement and the rights and obligations of the Parties hereunder shall be subject to all applicable laws, orders, court decisions, directives, rules, and regulations of any duly constituted governmental body or official having jurisdiction. Nothing contained in the Agreement, however, shall require either Party hereto to comply with any law, the validity of applicability of which shall be contested in good faith and, if necessary or desirable, by appropriate legal proceedings. DISTRICT agrees to comply with all applicable ordinances, regulations and rules concerning the connection to and use of UTILITIES' Water System by DISTRICT.
- G. **No Assignment without Consent; No Third-Party Beneficiary:** There shall be no assignment of the rights or obligations contained in this Agreement by either Party without the prior written consent by the other Party, and any such assignment shall be null and void. Unless otherwise prohibited, upon written notice to DISTRICT, UTILITIES may assign this Agreement without consent to the City of Colorado Springs, Colorado. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than UTILITIES and DISTRICT.
- H. **Governing Law, Jurisdiction and Venue:** This Agreement shall be construed in accordance with the laws of the State of Colorado (except for its conflict of law provisions) as well as the Colorado Springs City Charter and the City Code. The place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be El Paso County, Colorado and, if necessary, for exclusive federal questions, the United States District Court for the District of Colorado.
- I. **Force Majeure:** Neither Party shall be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition beyond its reasonable control without fault or negligence, including strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbance.
- J. **Appropriation of Funds:** In accord with the Colorado Springs City Charter, performance of UTILITIES' obligations under this Agreement is expressly subject to appropriation of funds by City Council. In the event funds are not appropriated in whole or in part sufficient for performance of UTILITIES' obligations under this

Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement will thereafter become null and void by operation of law, and UTILITIES will thereafter have no liability for compensation or damages to DISTRICT for future performance and obligations thereafter in excess of UTILITIES' authorized appropriation for this Agreement or applicable spending limit, whichever is less. UTILITIES will notify DISTRICT as soon as reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.

- K. **Entire Agreement; Modifications to be in Writing:** This Agreement, including any and all appendices and exhibits attached hereto, contains the entire understanding between the Parties. No modification, amendment, notation, or other alteration to this Agreement shall be valid or any force or effect unless mutually agreed to by the Parties in writing as an addendum to this Agreement. At the time of the execution of this Agreement, there are no other terms, conditions, requirements, or obligations affecting this Agreement which are not specifically set forth therein. Electronic mail and all other electronic (including voice) communications from UTILITIES, except as otherwise specifically provided herein, in connection with this Agreement, are for informational purposes only. No such communication is intended by UTILITIES to constitute either an electronic signature or to constitute any agreement by UTILITIES to conduct a transaction by electronic means. Any such intention or agreement is hereby expressly disclaimed.
- L. **No Precedent; Severability:** The Parties agree that neither of them intends that this Agreement shall in any way constitute a precedent or standard for any future Agreement, nor vest any rights in either Party or any third party for novation, renewal, modification, or addition of any other rights or services on account of this Agreement's existence, as it is based solely on unique conditions currently existing at the time of execution. Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be binding upon the Parties and this agreement shall be reformed to replace such stricken provisions with a new provision that comes as close as possible to expressing the intention of the stricken provision.

- M. **Remedies Cumulative:** Remedies herein are cumulative and may be used individually, sequentially, concurrently, or in any order.
- N. **Audits:** UTILITIES shall have the right to audit at any time all of DISTRICT's records relating to compliance with this Agreement. DISTRICT shall have the right to audit all UTILITIES' records relating to compliance with this Agreement.
- O. **No Exclusive Rights:** Nothing in this Agreement shall be construed as a grant by either Party of any exclusive right or privilege.
- P. **Waiver:** No waiver by either Party of any terms or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.
- Q. **Limitations upon Consent:** Whenever, under the terms of this Agreement, UTILITIES is authorized to give its written consent, UTILITIES, in its discretion, may give or may refuse such written consent and if given, may restrict, limit, or condition such consent in such manner as it shall deem advisable.
- R. **Liability:**
1. **Party Responsible for Own Negligence:** Each Party shall be responsible for its own negligence. Neither Party waives the benefits or obligations afforded it by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*
 2. **UTILITIES' Limitation of Liability:** In addition to force majeure events described in this Agreement, UTILITIES shall not be liable in tort or contract to DISTRICT or its customers for failure to provide water service under this Agreement if such failure is the result of a significant interruption of water supplies or an inadequate natural physical water supply, a substantial disruption to UTILITIES' Water System (including, but not limited to, legal challenges impacting the water system, and maintenance and repair of UTILITIES' Water System), or the adoption and implementation of water use or delivery restrictions in accordance with City Code.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signature below.

Triview Convey, Treat, and Deliver Regional Water Service Agreement

COLORADO SPRINGS UTILITIES

TRIVIEW METROPOLITAN DISTRICT

By: _____

Travas Deal

Chief Executive Officer

Date: _____

By: _____

Mark Melville

District President

Date: _____

APPROVED AS TO FORM:

Michael Gustafson

City Attorney's Office – Utilities Division

Exhibit A – Map of District’s Service Area

Exhibit B– Infrastructure Configuration

Exhibit C – Consecutive System Disinfection Protocol

1.0 Purpose

The purpose of this Consecutive Systems Disinfection Protocol for Regional Water Service Contracts Exhibit is to define Colorado Springs Utilities' (Utilities) and the Regional Water Service Contract holder's roles and responsibilities pertaining to potable water main disinfection procedures for Connective Systems.

A Consecutive System is defined as a Public Water System that receives some or all its finished water from one or more wholesale systems. Delivery may be through a direct connection or through the distribution system of one or more Consecutive Systems.

The Consecutive System Standard Operating Procedure followed by Colorado Springs Utilities is available upon request.

2.0 Scope

The scope of this document is to establish the standard for managing the sanitary practices of Consecutive System to Utilities' water system. The objective is to protect Utilities' potable water distribution system, public health, prevent waterborne disease outbreaks, and comply with Colorado Primary Drinking Water Regulations.

Disinfection of the system is required when:

1. The Consecutive System is bringing the interconnect into service for the first time, or
2. The Consecutive System is bringing the interconnect back into service after repairs or similar event that has compromised the main or opened it to the environment.

Flushing of the system is required when the Consecutive System is bringing the interconnect back into service after a period of >72 hours of the line being stagnant or empty. Utilities may also require a disinfection in these cases if there is a possibility the water quality has been compromised in any way.

3.0 Scheduling Requirements

Scheduling requirements for a Potable Water Main Disinfection or system flush are as follows:

1. The Operator in Responsible Charge (ORC) of the Consecutive System receiving water shall notify Utilities' Water Quality Assurance department (WQA) at waterquality@csu.org to schedule a system flush at least two business days prior to date of flush. WQA is not able to accommodate requests for potable water main disinfection or system flush without at least **two business days'** notice.
2. The following information must be included when requesting flushing services:
 - Point of Contact (Name and Phone Number).
 - Address or Intersection of where the flush will be taking place.
 - Requested date and time of the flush

3. The site ORC and Operations from the Consecutive System shall be available at the time of chlorination to assist with any issues that may occur such as valve locations, closed valves, leaks, main breaks, cross-connections, or safety concerns.

4.0 Responsibilities

This section defines the general responsibilities of stakeholders within Utilities that are directly involved with the disinfection and flushing of potable water mains for Connective Systems.

4.1 Colorado Springs Utilities Responsibilities:

- Utilities' Water Quality Assurance (WQA) team is responsible for the managerial oversight of all chlorination injections, disinfections, system flushing, chlorine neutralization and system monitoring during dewatering activities.
- Utilities' Distribution and Collection Specialist is considered the Operator in Responsible Charge of all Utilities' potable mains under the control of the assigned specialist. This encompasses legal responsibility of all distribution system pipelines being operated and maintained.

4.2 Consecutive System Operations/ Management:

- Public Water Systems that receive water from Utilities will be considered the ORC downstream of the demarcation/interconnect valve. This encompasses legal responsibility of all distribution system pipelines being operated and maintained. Responsibilities include, but are not limited to, the following:
 - The oversight authority of the operation of the Consecutive System's potable water distribution system.
 - Placement and providing a containment structure large enough to retain six times the volume of water to be discharged if an adequate storm intake is not available or the water cannot otherwise be properly managed.
 - Overseeing the operation of pressure regulation equipment, cross-connection and system control valves.
 - ORC is responsible for the operation and maintenance of the cross-connection device, to include state certified cross connection control technician simultaneously testing its backflow assembly to ensure proper operation.

5.0 Operational Procedures

5.1 Initial start-up of a consecutive system:

Prior to the initial start-up of a consecutive system:

- WQA will work with the Utilities ORC and the consecutive system ORC to disinfect the main.

- Utilities will conduct bacteriological testing.
- Utilities will notify the Consecutive System's ORC of a bacteriological testing once results are confirmed, typically within 24 hours. If results are negative, Utilities will open the demarcation valve and the consecutive system ORC will operate their valve and place the main into service.

5.2 Temporary shut downs (>72 hours):

- The Consecutive System's ORC or representative will notify Water Operations when water supply is no longer needed.
- Water Distribution Operations will close demarcation valve. NOTE: Whenever possible, the water main should not be left isolated for longer than 72 hours. Additional sampling, disinfection, or flushing may be required if main is left isolated >72 hours.

5.3 Temporary shut downs (<72 hours):

- Utilities will conduct bacteriological testing. Utilities will notify the Consecutive System's ORC of bacteriological testing once results are confirmed, typically within 24 hours. If results are negative, CSU will open demarcation valve and the consecutive system ORC will operate their valve and place the main in service.

5.4 Emergency Start-up:

The following are steps toward disinfecting and dewatering at CCWD:

- Water Operations receives the emergency call from the Consecutive System's ORC requesting water.
 - Note: It is expected that Utilities has at least 24 hours of response time for all requests for water.
- WQA coordinates valve operation and discharge locations with water Distribution Operations and the Consecutive System's ORC.
- WQA will facilitate the chlorination and dewatering process and manage discharge protocols.
- Following dewatering, WQA will collect, document, and deliver a bacteriological sample to Laboratory Services for analyses. Bacteriological results will be provided to the consecutive system ORC approximately 24 hours from sample collection.

6.0 Process

6.1 Flushing:

When the connecting main has been empty or stagnant (for example, valved off during low consumption periods) for > 72 hours and the main has not been compromised in any way, a disinfection is not required.

- Utilities' WQA team will be responsible for managing all waters associated with dewatering, to include dichlorination and pH mitigation if necessary.
- Operations from the Consecutive System will be responsible for best management practices (BMPs) which adequately mitigate erosion, control runoff, and protect storm inlets. Alternatively, Operations from the Consecutive System will be responsible for providing a containment structure large enough to retain six times the volume of water to be discharged if an adequate storm intake is not available or the water cannot otherwise be properly managed.
- Flushing will be complete when the volume of the main has been turned over three times or chlorine line residual and clarity have been reached.
- After flushing, WQA personnel will collect a bacteriological sample from Utilities' side of the interconnect closest to the demarcation valve to ensure water being delivered meets all Safe Drinking Water Act standards. This analysis takes approximately 24 hours to complete. Water will not be delivered until the sample has been read and authorized as absent of total coliform.
- If requested, Utilities personnel may also collect a bacteriological sample from the Consecutive System's side of the interconnect.

6.2 Disinfection:

Disinfection is required when the connecting main is brought into service for the first time or when the main has been compromised in any way, such as during repairs or breaks.

- WQA personnel will be responsible for determining which disinfection method is most appropriate. WQA personnel will also be responsible for all aspects of water management during disinfection and flushing.
- The Consecutive System's ORC will be responsible for BMP placement and providing a containment structure large enough to retain six times the volume of water to be discharged if an adequate storm intake is not available or the water cannot otherwise be properly managed.
- If disinfection activities must occur downstream of the demarcation valve, Utilities will function as a contractor if requested by the consecutive system. These activities are a courtesy to the Consecutive system and Utilities holds no liability for infrastructure damage or contamination. Additionally, the consecutive system will be responsible for all time and material costs incurred by Utilities associated with the disinfection. The Consecutive System's ORC will be responsible for operating all appurtenances and valves on their system.

6.3 Sampling Requirements:

At the Consecutive System point of entry, WQA will verify the disinfection concentration meets acceptable levels, perform a clarity check, confirm free chlorine residual, and collect bacteriological samples.

Bacteriological Sampling Points

WQA will collect bacteriological samples from:

- The closest possible appurtenance to the tie-in point.
- The furthest appurtenance on each leg of the main.
- Every 1000 linear feet of main.

Water Quality Check

- WQA will perform a water quality check, confirming free chlorine residual is >0.20 mg/L and collect a bacteriological sample at the closest possible appurtenance to the demarcation point and downstream of the demarcation valve, if requested.
- Results are read within 18 to 24 hours from sample set up time.
- If the result is “absence” for total coliform, the Laboratory Services Section (LSS) Microbiology Lab will contact the site ORC that the sample “passed”.
- Potable water mains should be placed back into service immediately following an “absence” result for total coliform

Note: Whenever possible, a water main should not be left isolated for longer than 72 hours after confirmation. Additional sampling, disinfection, and flushing may be required if main is left isolated >72 hours.

Bacteriological Resampling

If a bacteriological sample analysis results in “presence” for total coliform, the potable water main in question shall remain isolated and will be re-sampled

- Resampling a bacteriological sample after the first failure event.
 - If a sample results in “presence” for total coliform, TWO additional bacteriological samples will need to be taken from the isolated point of failure.
 - Samples will be collected within 48 hours of the first failure, at least 16 hours apart.
 - Both of the repeat samples collected must be absent of total coliforms before the infrastructure can be turned into service.
- Resampling a bacteriological sample if there is a SECOND failure event.
 - Sample will be collected within 48 hours of the first failure, at least 16 hours apart.

- Both of the repeat samples collected must be absent of total coliforms before the infrastructure can be turned into service.
- If the results are “absent” for total coliform, the LSS Microbiology Lab will contact the site ORC that the samples “passed”.
- Consecutive System can be placed in service.
- In the event of a THIRD failure:
 - If the main fails a third time after disinfection, it will be considered contaminated. At the discretion of the LSS Manager and WQA Supervisor, more extensive mitigation strategies will be implemented, up to and including removal and replacement of the contaminated section of the main.

WATER EXCHANGE AGREEMENT

This AGREEMENT is made and entered into effective as of the ____ day of _____, 2023 (hereinafter called "Effective Date"), by and between Pueblo, a municipal corporation, acting by and through the Board of Water Works of Pueblo, Colorado (hereinafter called "Pueblo Water") and Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter called "Triview");

RECITALS

WHEREAS, Pueblo Water, pursuant to Section 15-2 of the Charter for the City of Pueblo, Colorado ("City Charter"), has the entire control, management and operation of the water works for the City of Pueblo ("City") and has and exercises all powers granted to cities of the first class by the Constitution and laws of the state of Colorado, except the power to levy and collect taxes;

WHEREAS, the City Charter provides that title to the properties of the former districts now consolidated and to any property of the water works is in the City and that the Board has the power to make and execute contracts in the name of the City, institute and defend all litigation affecting its powers and duties or in relation to the water works system, and as to all other property under its management;

WHEREAS, the water use that is the subject of this Agreement is of a type not normally within any regular rate schedule fixed by Pueblo Water; and the parties mutually agree that the terms for the exchange of water for the purposes hereinafter set forth should be the subject of this special Agreement;

WHEREAS, Triview desires to exchange raw water with Pueblo Water for replacement of non-irrigation season return flows to the Upper Arkansas River resulting from the change in water rights and new uses that are the subject of the applications in Case Nos. 2021CW3044 and 2022CW3004, Water Division No. 2 or a Substitute Water Supply Plan (SWSP) consistent with such applications and approved by the State Engineer to allow temporary use of the water that is the subject of the applications pending final water court approval (collectively, the "Triview Applications");

WHEREAS, pursuant to the Triview Applications, Triview is seeking to store water under the water rights to be changed in Pueblo Reservoir;

WHEREAS, Pueblo Water is willing to exchange raw water with Triview for its use for this purpose subject to the terms of this Agreement and consents to Triview's disclosure of and reliance upon this Agreement in the Triview Applications; and

WHEREAS, Triview and Pueblo Water are political subdivisions of the State of Colorado as described at C.R.S. §29-1-202(2) and are authorized to enter into intergovernmental agreements pursuant to Colo. Const., Art. XIV, §18(2), and C.R.S. §§29-1-203 and 32-1-1001(1)(d).

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the payments to be made hereunder, the parties hereto agree as follows:

AGREEMENT

1. **Quantity.** For each Contract Year during the term of this Agreement, and in accordance with the terms hereof, Pueblo Water will make available 20 acre-feet of water for exchange with Triview. This quantity is both the minimum and maximum quantity of water to be paid for and made available for exchange under this Agreement for each Contract Year.
2. **Term of Agreement.** This Agreement will be in force for a period of 10 years commencing on October 1, 2023 and terminating 10 years later on September 30, 2033. Each 12-month period beginning October 1, 2023 is treated as a Contract Year under the terms of this Agreement.
3. **Delivery of Raw Water.** The water to be exchanged hereunder is raw water that has not been treated to make it suitable for any particular use.
4. **Contract Exchange of Consumable Water.** Pueblo Water, pursuant to the terms of this Agreement, will enter into contract exchanges with Triview of transmountain water or other water totally consumable under Colorado law, including but not limited to, stored reusable return flows from transmountain water rights or other fully consumable water.
5. **Location of Exchanged Water; Transfer of Water Characteristics.** The water to be exchanged by Triview is water stored in or delivered to Pueblo Reservoir pursuant to the Triview Applications or other water that Triview has stored in Pueblo Reservoir and can be legally used as a source to replace historical return flows. The water to be exchanged by Pueblo Water is water lawfully stored in Clear Creek Reservoir, Turquoise Reservoir, Twin Lakes Reservoir; or from direct flow transmountain water rights; with the sources of such water to be at the option of Pueblo Water, but such sources do not include Fryingpan-Arkansas Project Water. Pueblo Water will release water to the Arkansas River above the confluence with Cottonwood Creek and Triview will book over an equal amount of water to Pueblo Water's Long-Term Excess Capacity Account at Pueblo Reservoir. Upon exercise of the contract exchange, the water received by Pueblo Water from Triview in Pueblo Reservoir will take on the same legal characteristics as Pueblo Water's water released to the Arkansas River and the water replacing the non-irrigation season return flow for Triview will become native flow of the Arkansas River available for appropriation by others in priority.
6. **Timing of Exchange.** Any contract exchange under this Agreement will occur in the months of October through April of each Contract Year and will be done to comply with requirements of the decrees or SWSP entered in the Triview Applications, subject to the limitations set forth in this Agreement.
7. **Administration.** Any contract exchange under this Agreement is subject to all applicable decrees and orders of the water court, the statutes, rules, regulations and policies governing

the Office of the State Engineer, and the statutes, rules, regulations and policies governing the agency(ies) which owns, operates or controls the reservoirs used in the contract exchange.

8. **Notification of Contract Exchange.** Prior to initiation of the first contract exchange of each Contract Year, Triview will provide a written schedule of contract exchanges required during the given Contract Year for compliance with the non-irrigation season return flow requirements set forth in any decrees or SWSP entered in the Triview Applications. Pueblo Water will then operate the scheduled contract exchanges by providing written notice to the Office of the Division Engineer and the United States Bureau of Reclamation, and will simultaneously provide a copy of the notification to Triview.
9. **Intervening Spill.** If Triview's water stored in Pueblo Reservoir is spilled by operation of the rules, regulations and policies governing Pueblo Reservoir prior to or during the exercise of the contract exchange as contemplated by this Agreement, then it will not be possible to implement the contract exchanges contemplated under this Agreement until Triview is able to store water in Pueblo Reservoir once again. In such circumstances, Triview will hold Pueblo Water harmless for any injury due to the inability to implement the exchange, and Pueblo Water will not be held in default or breach of this Agreement.
10. **Charge.** In consideration of the water exchanged under this Agreement, Triview agrees to pay Pueblo Water a charge of \$150.00 per acre-foot of water for the quantity of water identified in paragraph 1 above. The parties agree that the water exchanged hereunder is on a "take or pay" basis. Accordingly, Triview must pay the charge for all exchanged water, whether or not said quantities of water are actually exchanged by Triview including for the reasons stated in paragraph 9. Likewise, Pueblo Water agrees to make the water available for exchange each Contract Year throughout the term of this Agreement subject to paragraphs 9 and 13 through 17 below. The failure of Triview to exchange the full quantity of water contracted for and paid for does not entitle Lessee to a refund of any sums paid, however Triview will not be obligated to book over water that it does not exchange.
11. **Payments.**
 - 11.1. Upon execution and delivery of this Agreement to Pueblo Water, Triview must pay to Pueblo Water a non-refundable fee of \$10,000.00 in consideration of legal and administrative costs incurred by Pueblo Water for this Agreement and the first Contract Year payment of \$3,000.00 as calculated pursuant to paragraph 10.
 - 11.2. Additional payments in an amount equal to the Contract Year quantity of water described in paragraph 1 multiplied by the applicable per-acre-foot charge as determined under paragraphs 10 and 12 are due from Triview to Pueblo Water on the first day of the Second Contract Year and the first day of each Contract Year thereafter. Delinquent balances will be subject to a late payment charge of 1.5% per month on the unpaid balance. No water will be exchanged under this Agreement if Triview has an unpaid balance.

12. **Escalation.** The charge for exchanged water for the second and all subsequent Contract Years of this Agreement will be annually adjusted based upon the percentage increase, if any, over the previous calendar year in Pueblo Water's water rates for its general customers for treated water. For example, if the percentage increase for the 2nd Contract Year is 5%, then the price for the 2nd Contract Year will be \$157.50 per acre-foot, and if the percentage increase for the 3rd Contract Year is also 5%, then the price per acre-foot for the 3rd Contract Year will be \$165.38, a 5% increase over the 2nd Contract Year price. Pueblo Water will give Triview written notice before the end of the Contract Year of any rate increase pursuant to this paragraph that will take effect in the next Contract Year.
13. **Pueblo City Charter Provision.** This Agreement involves the use of water outside the territorial limits of the City ("extraterritorial") and is specifically limited by the provisions of the City Charter governing such use. The City Charter provides, among other things, that: "The Board of Water Works shall have and exercise all powers which are granted to cities of the first class by the Constitution and Laws of the State of Colorado, except the power to levy and collect taxes directly or indirectly. Surplus water may be supplied to territories outside the City until same is needed by the inhabitants of the City."
14. **Determination of Water Availability by Pueblo Water.** Pueblo Water has determined that the welfare of the City requires a stable water supply for water users inside the City and, to a reasonable degree, for the extraterritorial customers of Pueblo Water putting to beneficial use Pueblo Water's surplus water. Therefore, the extent to which limitation of extraterritorial water use, delivery or exchange may be necessary to enable Pueblo Water to provide adequately for users inside the City is a fact to be determined by Pueblo Water in the exercise of its reasonable discretion from time to time as occasion may require. In the exercise of this discretion Pueblo Water may, from time to time, establish priorities for limitation of extraterritorial water uses, deliveries or exchanges.
15. **Interruption of Water Supply.** While it is the purpose of Pueblo Water to maintain a water supply adequate to meet the current and future needs of the inhabitants of the City and to lease or exchange surplus water supplies to its extraterritorial contract customers, there are many elements that make it uncertain whether the water supply can always be adequate for all. Both parties to this Agreement recognize that the water supply for Pueblo Water and its water customers is dependent upon sources from which the supply is variable in quantity and beyond the control of Pueblo Water. The parties further agree that from time to time emergency or shortage situations may arise where there is a necessity to limit the use, delivery, or exchange of water to extraterritorial contract customers of Pueblo Water.
16. **No Liability for Interruption of Supply.** Triview agrees that no liability in tort or contract attaches to Pueblo Water hereunder on account of (a) any failure to correctly anticipate availability of water supply or because of an actual failure to supply water due to inadequate physical water supply or inadequate storage, (b) the necessity for adopting and implementing water use or delivery restrictions or priorities to meet emergency conditions or shortage or (c) any other cause arising from an occurrence beyond the reasonable control of Pueblo Water, including, but not limited to, act of God, strike, war, insurrection, public health emergency, or inability to serve arising out of the order of any court, or the lawful order of any

governmental entity with authority to regulate matters pertaining to water, public utilities, public health, public safety, or pollution control.

17. **Not a Permanent Supply.** The parties understand and agree that this Agreement is not to be interpreted as any commitment on the part of Pueblo Water to exchange water with Triview on a permanent basis, but rather to exchange water between Triview and Pueblo Water for the temporary period of the term of this Agreement.
18. **Transportation and Evaporation Losses.** The quantity of water to be exchanged hereunder will be measured as it is released from the reservoirs described in paragraph 5. Any transportation and evaporation losses that occur after the release by Pueblo Water will be borne by Triview.
19. **Sales Tax or Other Taxes.** In the event any sales tax or other tax is levied on the water exchanged under this Agreement, Triview agrees to pay said tax. Triview may, however, contest the imposition of any such tax at its own expense, and the requirement of such payment under this Agreement is without prejudice to Triview's right to contest any attempted imposition of tax.
20. **Assignability; Sublease.** This Agreement may not be assigned or subleased without prior written approval by Pueblo Water, which approval is in the sole discretion of Pueblo Water.
21. **No Exclusive Right or Privilege.** Nothing in this Agreement is to be construed as a grant by Pueblo Water of any exclusive right or privilege.
22. **Title to Water Rights.** Nothing herein is to be interpreted to give Lessee any legal or equitable title in or to any of Pueblo Water's water rights.
23. **Notices.** Unless otherwise expressly provided in this Agreement, each notice must be in writing and sent by first class mail, postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice will be deemed to have been given at the time it is deposited in the United States mail in the manner prescribed herein. Nothing contained herein is to be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. All notices required to be given to Pueblo Water hereunder must be delivered to:

Board of Water Works of Pueblo, Colorado

Attention: Executive Director

Hand Delivery:

319 West 4th Street

Pueblo, CO 81003

With copy to

E-mail: sclayton@pueblowater.org

Mail:

P.O. Box 400

Pueblo, CO 81002-0400

or at such other address as Pueblo Water may direct by written notice.

All notices required to be given to Triview hereunder must be delivered to:

Triview Metropolitan District
Attn: District Manager
16055 Old Forest Point, Suite 302
Post Office Box 849
Monument, CO 80132
With copy to
E-mail: jmcgrady@triviewmetro.com

or at such other address as Triview may direct by written notice.

24. **Remedies.** In the event that either party defaults in the performance of any of its obligations under this Agreement, in addition to any and all other remedies provided in this Agreement or by law or equity, each party will have the right of specific performance against the other. Each party agrees to personal jurisdiction in any action brought in any court within the County of Pueblo, State of Colorado having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action, or proceeding arising out of or relating to this Agreement will only be instituted in the County of Pueblo, State of Colorado.
25. **Default, Right to Cure.** In the event that either party believes that the other is in default of any obligation under this Agreement, except as provided below in this paragraph, the non-defaulting party must give written notice of the default to the defaulting party. Such notice will be given by certified or registered mail, postage prepaid and return receipt requested. If a notice of default is provided, the party accused of the default must either cure it or provide a written statement explaining why it is not in default. If the alleged default is not cured or otherwise resolved within thirty (30) days, the parties may resort to their remedies. In the event of default for failure to pay any amount required to be paid by Triview pursuant to the terms of this Agreement, Pueblo Water is not required to exchange water and notice of default is not required. Pueblo Water may, at its sole option, provide notice and a ten (10) day cure period. However, Pueblo Water will not be required to exchange water until the entire amount owed is paid by Triview.
26. **Right to Enter Agreement.** Each party hereby warrants and represents that it has the full right and lawful authority to enter into this Agreement.
27. **Governing Law.** This Agreement will be governed by the laws of the State of Colorado in all respects.
28. **Entire Agreement, Modification.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter described in it and supersedes all prior contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement is binding unless executed in writing by all parties.
29. **Captions and Headings.** The captions and headings in this Agreement are for convenience of reference only, and will not be used to interpret, define, or limit its provisions.

30. **Construction Against the Drafter.** In the event of an ambiguity in this Agreement, the rule of construction that ambiguities will be construed against the drafter is inapplicable, and the parties hereto are to be treated as equals and no party will be treated with favor or disfavor.
31. **Third Party Beneficiaries.** Other than any successor or assigns of the parties, enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties, and not to any third party. Any services or benefits that third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
32. **Governmental Immunity.** No term or condition of this Agreement is to be construed or interpreted as a waiver, express or implied, by Pueblo Water or Triview of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as applicable now or hereafter amended.
33. **Acceptance Deadline.** This Agreement will not be effective and Pueblo Water withdraws its offer to enter into this Agreement unless Triview executes and delivers this Agreement to Pueblo Water, along with the initial payments required under paragraph 11.1, within 60 days following approval of this Agreement by Pueblo Water's elected Board, which approval occurred February 21, 2023.
34. **No General Obligation Debt.** No provision of this Agreement will be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of Triview within the meaning of any constitutional, statutory provision, nor a mandatory charge or requirement against Triview in any ensuing fiscal year beyond the then current fiscal year. Any obligation to make payments hereunder is subject to appropriation on an annual basis. This Agreement does not constitute a mandatory charge or requirement of Triview in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of Triview within the meaning of any constitutional or statutory debt limitation and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of this Agreement will be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of Triview within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. This Agreement will not directly or indirectly obligate Triview to make any payments beyond those budgeted and appropriated for Triview's then current fiscal year. Triview will provide notice prior to the start of the Contract Year for which funds are not budgeted and appropriated for payment pursuant to this Agreement. This Agreement will terminate upon receipt of said notice by Pueblo Water.

IN WITNESS WHEREOF, Pueblo Water and Lessee have caused these presents to be executed in their respective behalf by their proper officers.

BOARD OF WATER WORKS OF PUEBLO,
COLORADO

TRIVIEW METROPOLITAN DISTRICT

By: _____

Executive Director

By: _____

District Manager

Steve Sheffield

From: Mike.Mcdonald <Mike.Mcdonald@kiewit.com>
Sent: Friday, March 17, 2023 2:34 PM
To: Jim McGrady; Steve Sheffield
Cc: Max.McClean; James.Harvey
Subject: Triview NDS Amendment No. 3 Proposal
Attachments: Amendment No. 3 - Installation of Pipeline & Pump Station Materials Allowance.pdf; Triview NDS 90% Cost Proposal -3-17-23.pdf; Triview NDS 90% Risk Matrix and Assumptions -3-17-23.pdf; NDS Revenue Curve (Target Curve_67%) 03.15.2023.pdf; NDS Baseline Schedule.pdf; Northern Delivery System Baseline Narrative - Final.pdf

Jim and Steve,

Please see the attached proposal for Amendment No. 3 – Pipeline Installation and Pump Station Materials Allowance. This amendment is in addition to the previous amendments and does Not include the booster pump station. I included a \$2 million allowance to procure some of the long lead mechanical, electrical, and building materials for the pump station. We will provide a list of those materials with costs soon.

The 90% Cost Proposal is a complete cost estimate for the entire project. All unit prices other than Item 7 – Pump Station are considered firm based on the 95% design plans and specifications for the pipeline.

The overall cost of the project went up about \$600k. Here are a few of the reasons why:

Cost additions:

Rock excavation now included in cost	-	\$100k
Pump station design scope growth	-	\$300k
Higher PSI valves	-	\$50k
B plant work (new item)	-	\$100k
Air vac vault & surge tank (new item)	-	\$250k
Fire hydrants (4 added and higher PSI)	-	\$150k
Erickson drive	-	\$50k
Vaults (higher quote)	-	\$50K
Erosion control / restoration (from GEC Plans)	-	\$50k
Total cost additions	-	\$1,100k

Cost reductions:

Quality Control (Triview to retain tester)	-	\$200k
16" DIP vs C900 (lower material price)	-	\$200k
Directional bore (less quantity)	-	\$100k
Total cost reductions	-	\$500k
Net cost change (addition)	-	\$600k

We refined the 90% Risk Matrix showing a potential risk to Triview of about \$675k.

Northern Delivery System Segment A & B Pipelines & Booster Pump Station

Triview Metropolitan District – Monument, Colorado

Project No: W0224.21029

Kiewit Infrastructure Co. Project No:105545

BASELINE NARRATIVE

Anticipated NTP – March 1, 2023

Anticipated Contract Completion – September 13, 2024

Northern Delivery System Segment A & B Pipelines & Booster Pump Station –
Baseline Narrative
Kiewit Infrastructure Co.

TABLE OF CONTENTS

INTRODUCTION	3
JOB DESCRIPTION	3
BASELINE SUBMITTAL INFORMATION	3
1 KIC'S CONSTRUCTION PLAN	3
CONSTRUCTION PLAN	3
ASSUMPTIONS	5
POTENTIAL ISSUES	5
2 KIC'S SCHEDULE PROCESS	6
TYPES OF SCHEDULES	6
<i>Baseline Schedule</i>	6
<i>Monthly Schedule Updates</i>	6
<i>Time Impact Analysis (If Applicable)</i>	7
<i>Revised Baseline Schedules</i>	7
<i>Recovery Schedules</i>	7
3 KIC'S SCHEDULE STRUCTURE	7
SEGMENT STRUCTURE	7
ACTIVITY ID	8
WBS / PROJECT ACTIVITY CODES	8
RESOURCES	8
CALENDARS	9
<i>Holidays</i>	9
<i>Weather Days</i>	9
4 CRITICAL PATH	9
5 CONCLUSION	10

INTRODUCTION

JOB DESCRIPTION

The Northern Delivery System Project consists of the installation of a 16" water transmission main line and a pump station in Colorado Springs, Colorado. Construction of the water main will include approximately 30,000 lineal feet of pipe, valves, fittings, air/vac vaults, blowoffs and the associated disinfection testing. Site access, concrete and asphalt repair in addition to seeding and revegetation and all incidental work will be completed with the construction of the main line. The pump station construction will include a 1,500 SF metal building with a concrete foundation, chlorine dosing system, and three booster pumps.

The project is a CM/GC contract, Kiewit Infrastructure Co. (KIC) is currently awarded the Preconstruction Contract, design review, construction estimating and scheduling, potholing, and early procurement of pipeline materials. The project is being managed by the Triview Metropolitan District (TMD).

BASELINE SUBMITTAL INFORMATION

This Baseline Schedule Submittal includes the following documents:

1. Schedule Narrative (this document)
2. PDF Printout of Baseline Schedule – organized as described herein
3. XER file of the Baseline schedule

KIC will provide monthly schedule updates along with a narrative to keep TMD informed of job progress and any issues that may affect the project completion date. This schedule and subsequent updates will be used by KIC as a management tool as well as reporting vehicle.

1 KIC'S CONSTRUCTION PLAN

CONSTRUCTION PLAN

The Baseline Schedule, as based on the preconstruction schedule demonstrates the completion of design and approval of permits to a sufficient level to begin long lead material procurement in December 2022. Development of submittals for all long lead items, such as pipe, fittings, valves, electrical, I&C, pre-manufactured building and turbine pumps, will begin following a LNTP and continue through the review and approval process. Once complete, procurement of the material will begin with varying lead times in accordance with the manufactures' current estimated schedule. Notice to Proceed (NTP) is assumed to be April 1, 2023 following the completion of design, acquisition of all ROW and permits, as well as contract

Northern Delivery System Segment A & B Pipelines & Booster Pump Station – Baseline Narrative

Kiewit Infrastructure Co.

negotiation. At the receipt of NTP, KIC will begin mobilization to the project site and commence general erosion control measures and stripping of the site to begin the construction of the water main and the pump station.

Once access is established and material is received two crews will begin the installation of the 12" PVC pipe in B1 and B2. The first crew will continue from B1 – B Tank to the 16" DIP in B3, followed by A1 – Roller Coaster (South), A2 – Rollercoaster (North), A3E – Hwy 83 & Pump Station, and finally the 8" PVC in A4 – Stoecker. The second crew will continue from B2 to the 16" DIP in B4 – Erickson, followed by A1 – Baptist and Roller Coaster (North), A2 – Roller Coaster (South), and finally A3 – Old North Gate. The directional bore will be performed early in the project and will run concurrently with the self-performed installation of the remaining portion of B3.

The necessary milling and patching will be performed during the installation of pipe at Sanctuary, Baptist Rd., and Roller Coaster. Disinfection testing will be performed after hydrotesting as the individual pipeline segments are completed. The first testing will be done on Segment B2 after the pipe is connected to the Sanctuary Tank. Segment B1 would follow, with the remainder of the pipe will be testing and disinfected as it is laid, generally from West to East and then North to South. Final mill and overlay will be performed following the disinfection testing of Old North Gate and Roller Coaster.

Currently the Pump Station has not been awarded, however KIC is including it in this schedule as part of the ongoing preconstruction services estimating and scheduling requirements. It is anticipated that the NTP for the Pump Station will be received June 2023 to begin the excavation of the site, installation of the underdrain and the construction of the sump. Before the lower foundation can proceed holes for the pump cans need to be drilled and the pump cans need to be installed and encased. The pump cans are a critical procurement item due to their long lead time. The lower foundation construction will begin after the pump cans with subgrade prep, forming, installing the rebar and pouring the walls and pump pads. Once the materials arrive on site the 16" underslap pipe will be installed and encased. Crews will then begin the upper-level footings and stem walls followed by the slab on grade. Stairs and handrail will be installed followed by the erection of the metal building. Once all of the miscellaneous pads have been poured the process pipe, valves and pumps will be installed. Chlorine tanks, HVAC and electrical conduit will be installed following the process pipe installation. The electrical gear will be installed once material is on site, allowing for the energization of the building exterior and pulling the wire and terminating. Final equipment and program checkout will complete the pump station.

At this time, KIC has estimated and scheduled the project based upon 95% pipeline and 90% pump station% drawings. The Cost Estimate and Schedule will be verified once Final Plans are issued.

**Northern Delivery System Segment A & B Pipelines & Booster Pump Station –
Baseline Narrative**
Kiewit Infrastructure Co.

ASSUMPTIONS

This section details the assumptions which were made at the time of KIC preparing and submitting the Baseline Schedule Package:

1. All necessary Design, Permit approvals and County approvals will be in place to allow for a Limited Notice to Proceed for material procurement.
2. Full Notice to Proceed for the Pump Station is assumed to be no later than June 20, 2023.
3. The lead time for the electrical gear can vary, depending on the vendor, from (30) thirty to (60) sixty weeks. KIC has assumed this lead time to be (45) forty-five weeks in the schedule. Any increase to this duration will impact the critical path of the project.
4. KIC has assumed that all submittal reviews performed by TMD will be performed in (15) fifteen calendar days. Reviews exceeding this allotted time have potential to impact the project schedule and material procurement.

POTENTIAL ISSUES

This section details the potential issues that could affect the timely and cost-effective way in which KIC has planned to perform this construction package.

1. Wildlife regulations - Certain wildlife regulations could potentially impact construction activities, leading to a possible delay or loss of efficiency. These potential events include prairie dogs' habitats, bird nesting, and burrowing of owls.
2. Increase in quantities – The driving factor of potential quantity increase is the reconciliation between 90 percent contract drawings and the 100 percent RFC drawings. The potential increase in quantities could have a direct impact on construction durations. KIC will monitor this and advise TMD of any potential impacts.
3. Supply Chain Issues – Materials take longer to procure than planned which has the potential to delay the schedule.
4. Acts of God – Fires, floods, etc.
5. Utility Power to the Site – MVEA is unable to have permanent power to the pump station by April 1, 2024.
6. Lack of Final Design – Lack of final design prevents the release of material/equipment for fabrication and delivery which delays the schedule.
7. Changes to Design – Changes to design require material that was not already procured that delays the project.

**Northern Delivery System Segment A & B Pipelines & Booster Pump Station –
Baseline Narrative**
Kiewit Infrastructure Co.

8. Differing Site Conditions – If material different than the geotech report is encountered (i.e. rock a 349 excavator cannot dig) the schedule may be delayed
9. Coronavirus, COVID-19 – KIC is proactively monitoring this concern as it is dynamic and characterized by its ability to proliferate rapidly and unexpectedly across multiple countries and geographical regions. The impact on global manufacturing, transportation and cross-border supply chains is immense. Governmental agencies' reactions to the outbreak are equally widespread, unforeseeable, and continuing in nature with restrictions being issued daily, many of which may frustrate routine construction activities. Currently it is impossible to accurately assess and quantify what consequences or impacts these events will have to the Project. KIC will continue to monitor this and advise TMD of any potential impacts

2 KIC'S SCHEDULE PROCESS

In accordance with the Contract, and at various times throughout the Project, KIC will prepare and submit the following types of schedules in accordance with standard industry practice:

- Baseline (Initial) Schedule
- Monthly Schedule Updates
- Monthly Time Impact Analysis (if needed)
- Revised Baseline Schedules (as needed)
- Recovery Schedules (if needed)

The following paragraphs explain what will be included in each of these schedule submittals and how they will be used on the Project.

TYPES OF SCHEDULES

Baseline Schedule

The Baseline Schedule will be prepared by KIC in collaboration with TMD, and in accordance with the Contract Documents and the information provided at the time of submittal. The Baseline Schedule will be used as the basis for all future updates and revisions. KIC will work with TMD to incorporate any changed or additional work into the schedule in the best possible manner in an effort to mitigate any impacts to the best extent possible.

Monthly Schedule Updates

KIC will provide Monthly Schedule Updates along with a narrative to keep TMD informed of job progress and any issues that may affect the required schedule completion date. Each monthly schedule update

Northern Delivery System Segment A & B Pipelines & Booster Pump Station – Baseline Narrative

Kiewit Infrastructure Co.

will include two components: a Progress Schedule and a Time Impact Analysis (TIA) Schedule, if applicable.

Time Impact Analysis (If Applicable)

In an effort to expedite the preparation and review of TIA's on the Project (if needed), KIC will follow the Association for Advancement of Cost Engineering, International, Recommended Practice No. 52R-06, Time Impact Analysis As Applied in Construction and Recommended Practice No. 29R-03, Forensic Schedule Analysis.

Revised Baseline Schedules

As construction of the project progresses revisions of the schedule may be required. The activities that could warrant a revision to the schedule include the following:

- Major revision in the schedule logic or methods of construction
- Change in activities required by contract modifications
- Delays in milestones or completion of the project

A revised Baseline Schedule may include:

- Changes to activities, logic, and calendars;
- Changes to resources, resource limits, resource leveling, and construction sequencing;
- Changes to scheduled start and completion dates for various aspects of the work.

Recovery Schedules

If at such time that the schedule fails to reflect the project's actual plan and method of construction or demonstrates a project completion date beyond the contract completion, KIC or TMD will initiate the development of a Recovery Schedule documenting KIC's plan to complete the remaining work by the contract completion date.

3 KIC'S SCHEDULE STRUCTURE

SEGMENT STRUCTURE

The Segments are identified based upon the area of work to be performed. The table below identifies all segments.

**Northern Delivery System Segment A & B Pipelines & Booster Pump Station –
Baseline Narrative**
Kiewit Infrastructure Co.

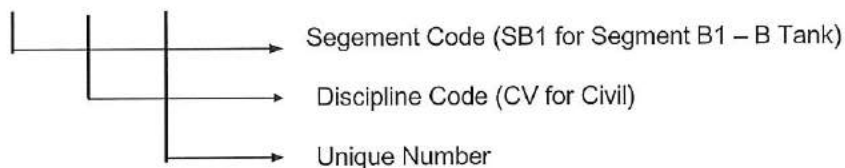
Segments	
Code Value	Description
S00	Project Wide
SB2	Segment B2 - C Tank
SB1	Segment B1 - B Tank
SB3	Segment B3 - HDD
SB4	Segment B4 - Erickson
SA1	Segment A1
SA1N	Segment A1 - Baptist & Roller Coaster (North)
SA1S	Segment A1 - Roller Coaster (South)
SA2	Segment A2
SA2N	Segment A2 - Roller Coaster (North)
SA2S	Segment A2 - Roller Coaster (South)
SA3	Segment A3 - Jack & Bore
SA3W	Segment A3W - Old North Gate
SA3E	Segment A3E - Hwy 83 & Pump Station
SA4	Segment A4 - Stocker
SPS	Pump Station

ACTIVITY ID

The Activity ID is used to differentiate one schedule activity from another and to divide activities into logical groupings. In this schedule, the Activity ID is used to identify the segment and the discipline of work.

SB1 CV 1030

SB1CV1030 - Clear and Grub - B Tank



WBS / PROJECT ACTIVITY CODES

The activities have also been assigned the appropriate WBS activity codes in order to help organize, manage and extract information from the schedule.

RESOURCES

All self-performed activities have direct man-hours allocated to them based upon estimated production rates. The resources included in the schedule which have specific limits have been allocated, leveled, and prioritized to model KIC's current plan. Resources may be reallocated to advance the schedule as work progresses. Any increase or decrease in resource needs, allocation or density may result in schedule impacts, delays and/or additional costs to perform the work.

**Northern Delivery System Segment A & B Pipelines & Booster Pump Station –
Baseline Narrative**
Kiewit Infrastructure Co.

CALENDARS

Kiewit has accounted for all specified holidays, anticipated adverse weather and other planned non-work days or periods using a series of three individual calendars. No additional time has been allocated to account for any non-work periods, impacts or other changes. The following table describes each of the calendars included as part of the Baseline Schedule Package.

Calendar Code	Description	Assignments
1	01. NDS - 5 Day w/W, w/H	Five days per week including holidays and weather. Assigned to all construction operations.
2	02. NDS - 5 Day Admin	Five days per week including holidays. Assigned to design operations and administrative tasks.
3	03. NDS - 7 Day (CD)	Seven days per week excluding weather and holidays. Assigned to early procurement and cure time.

Holidays

The table below identifies the holidays incorporated into the appropriate calendars.

KIC Holidays	
New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Weather Days

The table below identifies the weather days incorporated into the schedule.

Weather Information - NDS													
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Holidays	1			1	1		1		1		2	2	9
Weather	4	4	3	2	2	2	1	1	2	2	4	4	31

Weather days in excess of those included in the schedule will likely result in a schedule delay and require an adjustment to the completion date for the project.

4 CRITICAL PATH

The critical path of the pipeline project begins with NTP and runs through the potholing and mobilization to the project. The laydown yard grading and setting of the trailer complex will kick off the construction operations. Erosion control will begin being placed in Segment B1 followed by the installation of the 12"

Northern Delivery System Segment A & B Pipelines & Booster Pump Station – Baseline Narrative

Kiewit Infrastructure Co.

PVC. From there the crew will move to the 16" DIP in Segment B3 – HDD, followed by the 16" DIP in Segment A1 – Roller Coaster South followed by the North side. Pipe installation on the critical path will finish out with the 16" DIP in Segment A3E – Hwy 83 & Pump Station. The final test and disinfection will commence in conjunction with the final mill and overlay for Segemnts A1 – A3.

The critical path of the pump station begins with the anticipated NTP of June 20, 2023. Installation of BMP's followed by the pump excavation of the site will commence followed by the installation of the underdrain and the construction of the sump. Prior to starting the lower foundation construction, the pump cans need to be installed. The lower foundation construction will begin with subgrade prep, forming, installing the rebar and pouring the walls and pump pads. Once the materials arrive on site the 16" underslap pipe will be installed and encased. Crews will then begin the upper-level footings and stem walls followed by the slab on grade. Stairs and handrail will be installed followed by the erection of the metal building. Once all of the miscellaneous pads have been poured the process pipe, valves and pumps will be installed. Chlorine tanks, HVAC and electrical conduit will be installed following the process pipe installation. The electrical gear will be installed once material is on site, allowing for the energization of the building exterior and pulling the wire and terminating. Final equipment and program checkout will complete the pump station critical path.

5 CONCLUSION

This Baseline Schedule and Narrative demonstrates KIC's plan to accomplish the construction phase in a timely and cost-effective manner with cost, planned construction methods, resource assignments and/or time for completion of the Work. KIC will continue to develop and finalize the construction schedule, phasing and means and methods throughout the CM/GC process in coordination with the design development.

This narrative has been prepared to clarify KIC's intent for performing the work and should be used and interpreted in conjunction with the Baseline Schedule submittal. KIC has made every effort to prepare this schedule submittal in accordance with the Contract Documents.

CONTRACT AMENDMENT

Job Name: Northern Delivery System

Amendment Number 03

TO:

FROM:

Kiewit Infrastructure Co.

Triview Metropolitan District

10055 Trainstation Circle

16055 Old Forest Point, Suite 302

Lone Tree, CO 80124

Monument, CO 80132

Pursuant to the Part 13 "Changes in the Work" CM/GC Agreement clause executed on December 21, 2022, the following changes have been made to the contract:

Based on the completed NDS pipeline 95% design plans, items, quantities, and unit pricing for the installation of the pipeline have been determined. This amendment No. 3 consists of the cost to install approximately 29,556 LF of water pipeline with associated appurtenances along with mobilization, general conditions, job site set up, survey, potholing, and roadway reconstruction for the entire project as detailed in the 95% design plans revision 3 dated March 1, 2023, and the NDS Segment A&B Pipelines Project Manual dated February 17, 2023. In addition, this amendment contains an allowance of \$2,000,000.00 to be used to pre-purchase certain long lead mechanical, electrical and building materials for the booster pump station as detailed in the NDS Pump Station design plans dated February 6, 2023. A detailed cost breakdown of those items will be provided at a later date. This amendment also acknowledges the previous two amendments to perform utility potholing for design and to purchase long lead time pipeline materials. This amendment in the amount of Fourteen Million Four Hundred Sixty-Four Thousand Five Hundred Ninety-Four, and 00/100 Dollars (\$14,464,594.00) is in addition to the previous amendments and does not include the cost for the Booster Pump Station. Progress payments will be made based on the installed quantities completed and unit prices as shown in the attached Project Cost Model. It is intended that an additional amendment will be issued for the Booster Pump Station work once final design is complete.

Contract Amendment No. – Installation of Pipeline Materials & pump Station Material Allowance

Item #	Description	Est. Qty.	UOM	Unit Price	Approx. Cost
1	Installation of pipeline and appurtenances	1	LS	\$12,464,594.00	\$12,464,594.00
2	Allowance to purchase long lead time mechanical, electrical, and building materials for the booster pump station	1	LS	\$2,000,000.00	\$2,000,000.00
	Total				\$14,464,594.00

The following Supplementary Provisions are to be added to the CM/GC Agreement executed on December 21, 2022:

PART 6:

Add the following section:

"6.5 The contract time shall be as stipulated in the table below:

Notice to Proceed	4/3//2023
Substantial Completion	8/1/2024
Final Completion	12/31/2024

PART 7:

Add the following section:

"7.3.2 The agreed upon liquidated damages for each calendar day the Contractor may be in default of the time stipulated in Part 6.5 will be \$100.00 for each calendar day past Substantial Completion and/or Final Completion."

Attachments Made Part of this Amendment:

Attachment A – Project Cost Model 90% Design Level
Attachment B – Project Risk Matrix

Amendment No. 3 Approximate Total: \$14,464,594.00

Original Contract: \$0.00
Amendment No. 1: \$117,000.00
Amendment No. 2: \$4,441,301.00
Amendment No. 3: \$14,464,594.00

New Contract Amount \$ 19,022,895.00

Previous Contract Amount \$ 4,558,301.00

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their proper officers or duly authorized agents this 24th day of March 2023.

Triview Metropolitan District

Kiewit Infrastructure Co.

By _____
Title

By _____
Title

CONSENT OF SURETY

The foregoing Subcontract change is hereby acknowledged and accepted by the hereinafter named surety, the said surety hereby agreeing that its Performance and Payment Bond applicable to the said Subcontract shall be and is hereby amended to extend and cover the said Subcontract amount as hereinbefore changed.

Surety _____

ATTEST _____
Secretary (Affix corp. seal)

By _____
Title

(Consent must be executed by an officer of the Surety or by a duly authorized Attorney-in-Fact. If executed by the latter, a properly notarized power of attorney from the Surety showing such authority must be attached hereto.)

WATER RIGHTS LEASE AGREEMENT RENEWAL

This Water Rights Lease Agreement is entered into this ____ day of _____, 2023 between the TRIVIEW METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 16055 Old Forest Point, Ste. 302, Monument, CO 80132, ("Triview"), and FONTANA ENTERPRISES, INC., whose address is 6865 Galley Road, Colorado Springs, CO 80915 ("Lessee").

RECITALS

A. Triview is the owner of One Thousand Fifty-Seven (1,057) shares of stock in the Fountain Mutual Irrigation Company, a Colorado mutual ditch company ("FMIC"), including Five Hundred Shares represented by Stock Certificate No. 1679 of FMIC, a copy of which is attached hereto as Exhibit A ("FMIC Shares"). The water rights held by FMIC are set forth in the attached Exhibit B ("FMIC Water Rights") and the FMIC Shares owned by Triview represent a proportional interest in the FMIC Water Rights.

B. Lessee and Triview entered into a certain Water Rights Lease Agreement as dated February 16, 2017, an Amended Water Rights Lease Agreement as dated May 9, 2017, and a Water Rights Lease Agreement Renewal dated July 22, 2021 (collectively the "Prior Leases"). This Water Rights Lease Agreement Renewal is intended to and does in fact replace the Prior Leases in full, except as otherwise provided herein.

C. Lessee is a Colorado corporation, and desires water for continued irrigation purposes under the FMIC system.

D. Lessee wishes to lease from Triview, and Triview wishes to lease to Lessee, a 40 share portion of Triview's FMIC Shares for the water years 2023 through 2029.

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

1. Lease of FMIC Share. Triview hereby leases to Lessee, and Lessee hereby leases from Triview, a 40 share portion of Triview's FMIC Shares and a proportional interest in the FMIC Water Rights represented thereby, including, without limitation, all diversions, storage rights, and consumptive use associated with and appurtenant thereto.

2. Use of FMIC Share. The use of the FMIC Share shall be for use by the Lessee for irrigation and/or for augmentation purposes (including in an administratively

approved replacement plan and/or substitute water supply plan, or decreed plan for augmentation, as an additional source of augmentation water to replace depletions). There shall be no other use by Lessee of the leased FMIC Shares without the written consent of Triview, which may be granted, conditioned, or withheld in the sole discretion of Triview.

3. Rental. Lessee shall pay to Triview the sum of **\$154.99 per FMIC share** leased (based upon a lease price of approx. \$221.42 per acre foot, and a 0.7 acre foot/share firm yield), for a full **rental amount of \$6,199.60**. The full rental amount shall be paid upon execution of this Lease Agreement. The parties agree that the water leased hereunder is on a "take or pay" basis, and accordingly Lessee shall pay the full rental amount whether or not said quantities are actually taken by Lessee or required for its uses. Lessee shall pay to Triview annually the Rental Payment for each FMIC Share. For year one of the Lease ("Lease Year 1"), the Rental Payment equals **\$154.99 per FMIC Share** leased (based upon a lease price of approx. \$221.42 per acre foot, and a 0.7 acre foot/share firm yield), for a full **Rental Payment of \$6,199.60**, which shall be paid in full upon execution of this 2023 Renewal Agreement. The Rental Payment shall escalate at a rate of four percent (4%) per annum in each of this Lease Agreement. As an example, the Rental Payment per share in Lease Year 2 (calendar year 2024) shall be \$161.45 (\$154.99 X 1.04), for a total Rental Payment in Lease Year 2 of \$6,457.92. The Rental Payment shall be due on or before January 31. Late Rental Payments greater than 30 days past due may be assessed an interest charge of 18% per annum.

4. Term. Lessee's use of the FMIC Shares shall be for a term beginning on the date of mutual execution, and ending on December 31, 2029, being 7 Lease Years coinciding with the calendar years.

5. FMIC Approvals. This Lease is subject to the any approval needed from FMIC for the lease of FMIC shares. Triview shall seek and obtain such approvals from FMIC during the term of this Lease. Provided, however, if Triview is not able to obtain such approval of this Lease by FMIC, the Lease shall terminate without liability to either party, and all payments made hereunder shall be promptly refunded.

6. Stock Assessment. During the term of this Lease, Lessee shall pay the stock assessments due to FMIC upon the leased FMIC Shares. Stock assessments for 2023 are **\$97 per share**, for a **total assessment due to Triview of \$3,380** (\$97 x 40 shares), which shall be paid in full upon execution of this 2023 Renewal Agreement. Triview shall invoice Lessee during subsequent lease years for such stock assessments.

7. Transit Losses. Lessee shall be responsible for all transit losses, if any, in the use of the FMIC Shares, as well as any costs associated with FMIC's use of the

Fountain Creek Transit Model, if any.

8. Augmentation Plan/SWSP Cost. Lessee shall be responsible, including for all costs and expenses, in the operation and administration of any augmentation plan and/or substitute water supply plan or other administrative approval, necessary for Lessee's use of the leased FMIC shares.

9. As Is Condition. The leased FMIC Shares are leased in an "as is" condition without any representations or warranties.

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

11. Assignment. This Lease shall not be assigned, nor the FMIC Shares subleased, by Lessee.

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

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

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

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

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

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

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

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

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

Lessor:

Triview Metropolitan District
Including, by and through its
Water Enterprise

Lessee:

Fontana Enterprises, Inc.,
a Colorado corporation

By: James McGrady
Title: District Manager

By: Mark Fontana
Title: _____



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
March 23, 2023

Paid Invoices Over \$5,000 For 2023

- 1. Donala Water & Sanitation District** **\$65,300.84**
Enterprise Fund –Wastewater Operations -Wastewater-System-Wastewater -TF/Donala/IGA
- 2. Monson, Cummins & Shohet, LLC** **\$18,498.55**
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet
- 3. Brownstein Hyatt Farber Schreck, LLP** **\$12,865.38**
Capital Project -Enterprise – Water Improvements – Bale Ditch-Augmentation Station
(2 invoices February & March)
- 4. Brownstein Hyatt Farber Schreck, LLP** **\$15,681.81**
Capital Project -Enterprise – Water Improvements – AVIC-(Change of Water Rights)
- 5. White Bear Ankele Tanaka & Waldron** **\$19,538.07**
General Fund – Professional Services – Legal Fees (2 invoices January & February)
- 6. RESPEC Company LLC** **\$79,081.91**
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater
Design & Permitting – Northern Delivery System
- 7. RESPEC Company LLC** **\$6,272.50**
Enterprise Fund – Professional Services – Professional Services Engineering
- 8. Deere & Ault** **\$26,562.00**
Capital Project –Enterprise – Water Improvements – Central Reservoir – Powerline
Relocation and Permitting
- 9. Kimley Horn** **\$39,550.00**
Capital Project – General – Other Financing Sources – Higby Road

10. LRE Water	\$6,590.00
Capital Project –Enterprise – Water Improvements – Pueblo Reservoir – Excess Capacity Leasing & Permitting	
11. Groninger Concrete	\$27,660.00
Capital Project – General – Park and Street Improvements – Agate Park	
12. All Water Supply LLC	\$7,084.24
Enterprise Fund – Water System – Operating Supplies	
13. MechOne Mechanical Contractors	\$12,880.00
Enterprise Fund – Water System – Repairs & Maintenance	
14. MKEC Engineering Success	\$17,000.00
Capital Project – Enterprise – Other Financing Sources – MI-PB- Escrow	
15. Pikes Peak Regional Water Authority	\$5,687.83
Enterprise Fund – Wastewater System – Transit Loss	
16. Morton Buildings, Inc.	\$72,818.00
Capital Project – General/Enterprise – Park & Street Improvements/Water Improvements - Storage/Garage Building	

Invoices Over \$5,000 for 2022

17. Carollo Engineers	\$13,190.69
Enterprise Fund – Professional Services – Professional Services Engineering	
18. Haynie & Company	\$10,100.00
General/Enterprise Fund – Administrative – Audit Fees	
19. Kimley Horn	\$86,350.00
Capital Project – General – Other Financing Sources – Higby Road – Developer Contribution - Escrow	
20. LRE Water	\$12,370.00
Capital Project – Enterprise - Water Improvements – Pueblo Reservoir - Excess Capacity Leasing & Permitting	

Total Over \$5,000.00 = \$ 555,081.82



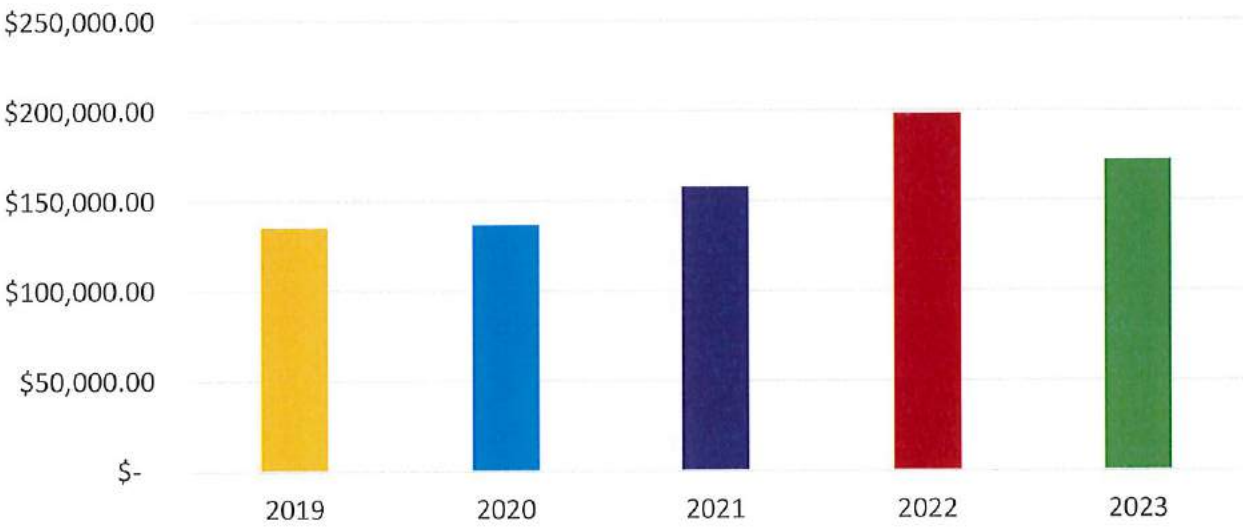
TRIVIEW METROPOLITAN DISTRICT
Financial Statements
February 2023
Unaudited

TOWN OF MONUMENT

Sales Tax Share

**Year to Date – January 2023
with 2019, 2020, 2021 and 2022**

Town of Monument
Sales Tax Revenue
January - YTD
2019 thru 2023



CASH POSITION
February 28, 2023

Cash Position - 2023

[illegible]

FUND BALANCE SUMMARY

February 28, 2023

TRIVIEW METROPOLITAN DISTRICT

February 28, 2023

Fund Summary

GENERAL FUND

	Public Works/ Streets	Parks and Open Space	Debt Service	Total
Total Revenue	\$ 932,282	\$ 771,928	\$ 1,143,235	\$ 2,847,445
Total Expenditures	232,111	138,815	20,327	391,253
Net Excess (Deficiency)	\$ 700,171	\$ 633,113	\$ 1,122,908	\$ 2,456,192
Less: Transfer to Capital Projects Fund				\$ 63,491
Transfer to Enterprise Fund				\$ 150,000
Net Excess (Deficiency) - 2023				\$ 2,242,701
Beginning Fund Balance - January 1, 2023 -unrestricted -estimated				\$ 2,737,674
Less: Debt Service - Restricted				\$ 1,122,908
Ending Fund Balance - February 28, 2023 - unrestricted				\$ 3,857,467

WATER AND WASTEWATER ENTERPRISE FUND

	Water Operations	Wastewater Operations	Debt Service	Total
Total Revenue	\$ 373,155	\$ 370,460	\$ 184,109	\$ 927,724
Transfer from General Fund	-	-	150,000	150,000
Total Expenditures	345,582	228,531	-	574,114
Net Excess (Deficiency)	\$ 27,573	\$ 141,929	\$ 334,109	\$ 503,610
Less: Transfer to Capital Projects Fund				\$ -
Net Excess (Deficiency) - 2023				\$ 503,610
Beginning Fund Balance - January 1, 2023 - estimated				\$ 18,340,298
Ending Fund Balance - February 28, 2023 - unrestricted				\$ 18,843,908

CAPITAL PROJECTS - GENERAL FUND

	Total
Total Revenue	\$ -
Plus: Transfer from General Fund	63,491
Total Expenditures	(103,041)
Less: Higby Road Escrow	39,550
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2023	\$ -
Ending Fund Balance - February 28, 2023 - unrestricted	\$ -

CAPITAL PROJECTS - ENTERPRISE FUND

	Total
Total Revenue	\$ 2,920,235
Total Expenditures	(71,774)
Net Excess (Deficiency)	\$ 2,848,461
Beginning Fund Balance - January 1, 2023 - estimated	\$ 440,373
Ending Fund Balance - February 28, 2023 - unrestricted	\$ 3,288,834

GENERAL FUND
Cost Allocation
February 28, 2023

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Sales Tax/IGA/Town - Estimated	\$ 1,980,000	\$ 239,255	\$ (1,740,745)	12%
Property Tax - Operations	226,890	96,166	(130,724)	42%
Property Tax/IGA/Town	231,000	-	(231,000)	0%
Specific Ownership Tax	198,000	32,269	(165,731)	16%
Auto Tax/IGA/Town - Estimated	165,000	22,742	(142,258)	14%
Interest	66,000	29,425	(36,575)	45%
Drainage Impact Fees	265,500	192,725	(72,775)	73%
Road and Bridge Fees	217,144	159,798	(57,346)	74%
Forest Lakes- Streets/ Parks Maintenance Revenue	-	9,112	9,112	0%
Use Tax - Construction Material	132,000	146,858	14,858	111%
Use Tax - Town	3,300	891	(2,409)	27%
Miscellaneous - (includes Safety Grant)	6,600	3,041	(3,559)	46%
Total Revenue	\$ 3,491,434	\$ 932,282	\$ (2,559,152)	27%
EXPENDITURES				
<u>Legislative</u>				
Directors' Fees	\$ 6,930	\$ 264	\$ 6,666	4%
FICA and Unemployment	554	14	540	3%
Workers Compensation Insurance	35	19	16	55%
Total Legislative	\$ 7,519	\$ 297	\$ 7,222	4%
<u>General and Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 179,837	\$ 12,644	\$ 167,193	7%
Unemployment Insurance	693	583	110	84%
Workers' Compensation Insurance	340	149	191	44%
Health and Dental Insurance	19,460	1,546	17,914	8%
Employer's FICA	9,513	782	8,731	8%
Employer's Medicare	2,608	185	2,423	7%
Retirement	2,888	172	2,716	6%
Life and Disability Insurance	2,099	129	1,970	6%
Total Salaries and Benefits	\$ 217,437	\$ 16,191	\$ 201,247	7%
<u>Professional Services</u>				
Professional Services-Engineering	\$ 39,600	\$ 815	\$ 38,785	2%
Professional Services-Public Relations	19,800	581	19,219	3%
Legal Fees/Monson, Cummins & Shohet	6,600	362	6,238	5%
Legal Fees	49,500	5,621	43,879	11%
Total Professional Services	\$ 115,500	\$ 7,379	\$ 108,121	6%
<u>General Administration</u>				
Accounting Services	\$ 33,000	\$ 5,541	\$ 27,459	17%
Audit Fees	8,250	-	8,250	0%
Conference, Class and Education	4,950	-	4,950	0%
Dues, Publications and Subscriptions	5,940	1,467	4,473	25%
Election	19,800	533	19,267	3%
IT Support	14,520	3,278	11,242	23%
Office Equipment and Supplies	3,960	815	3,145	21%
Publication - Legal Notice	990	-	990	0%

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
Repairs and Maintenance	1,320	218	1,102	17%
Telephone Service	17,556	3,458	14,098	20%
Travel and Meeting Expense	3,300	201	3,099	6%
Office Overhead (COA, utilities, rent, etc.)	27,720	4,663	23,057	17%
General Insurance	31,246	31,820	(574)	102%
Tax Collection Expense - Operations	3,403	1,442	1,961	42%
Vehicle Expense	660	742	(82)	112%
Stormwater Detention Pond Assessment	-	-	-	0%
Contingency/Emergency Reserves/Miscellaneous	6,600	1,452	5,148	22%
Total General Administration	<u>\$ 183,215</u>	<u>\$ 55,629</u>	<u>\$ 127,586</u>	<u>30%</u>
Total General Administrative, Legislative and Professional Services	<u>\$ 523,671</u>	<u>\$ 79,496</u>	<u>\$ 444,176</u>	<u>15%</u>

Operations

Salaries and Benefits- Streets and Parks

Salaries/Wages	\$ 514,430	\$ 75,525	\$ 438,905	15%
Salaries/Wages - Seasonal	16,500	-	16,500	0%
Overtime/On-call	13,200	6,043	7,157	46%
Unemployment Insurance	1,980	166	1,814	8%
Workers' Compensation Insurance	11,880	9,160	2,720	77%
Health and Dental Insurance	107,950	22,253	85,697	21%
Employer's FICA	33,736	5,136	28,600	15%
Employer's Medicare	7,890	1,201	6,689	15%
Retirement	26,382	2,376	24,006	9%
Life and Disability Insurance	5,584	1,138	4,446	20%
Total Salaries and Benefits - Streets and Parks	<u>\$ 739,531</u>	<u>\$ 122,998</u>	<u>\$ 616,534</u>	<u>17%</u>

Streets Operations and Maintenance

Operations and Maintenance - (includes Crack Seal)	\$ 60,000	\$ 6,397	\$ 53,603	11%
Vehicle Maintenance	20,000	7,815	12,185	39%
Customer Sidewalk Repair	20,000	-	20,000	0%
District Sidewalk Repair/ADA Ramps	35,000	-	35,000	0%
Streets- Engineering	2,500	-	2,500	0%
Snow Removal Per Diem/Emergency	5,000	-	5,000	0%
Engineering - TOM	5,000	-	5,000	0%
Fuel	25,000	2,604	22,396	10%
Contract Street Sweeping	25,000	-	25,000	0%
Sand and Salt for Roads	45,000	8,210	36,790	18%
Supplies	3,500	-	3,500	0%
Total Streets	<u>\$ 246,000</u>	<u>\$ 25,026</u>	<u>\$ 220,974</u>	<u>10%</u>
Total Streets O & M	<u>\$ 985,531</u>	<u>\$ 148,024</u>	<u>\$ 837,508</u>	<u>15%</u>

Lighting

MVE Operation and Maintenance	\$ 33,000	\$ 791	\$ 32,209	2%
Repair and Maintenance	1,980	-	1,980	0%
Total Lighting	<u>\$ 34,980</u>	<u>\$ 791</u>	<u>\$ 34,189</u>	<u>2%</u>

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
<u>Signage</u>				
Repairs and Maintenance	\$ 5,280	\$ 158	\$ 5,122	3%
Total Signage	<u>\$ 5,280</u>	<u>\$ 158</u>	<u>\$ 5,122</u>	<u>3%</u>
<u>Traffic Control</u>				
Operation and Maintenance	\$ 50,000	\$ 3,642	\$ 46,358	7%
Operation and Maintenance- Signal Repair	15,000	-	15,000	0%
Repairs and Maintenance - Striping	30,000	-	30,000	0%
Total Traffic Control	<u>\$ 95,000</u>	<u>\$ 3,642</u>	<u>\$ 91,358</u>	<u>4%</u>
<u>Drainage/Erosion Control</u>				
Repairs and Maintenance (includes Concrete work)	\$ -	\$ -	\$ -	0%
Stormwater Pond Maintenance Repair	20,000	-	20,000	0%
Stormwater Inlet Maintenance	20,000	-	20,000	0%
Total Drainage/Erosion Control	<u>\$ 40,000</u>	<u>\$ -</u>	<u>\$ 40,000</u>	<u>0%</u>
Total Expenditures - Public Works/Streets	<u>\$ 1,684,462</u>	<u>\$ 232,111</u>	<u>\$ 1,452,353</u>	<u>14%</u>
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	<u>\$ 1,806,971</u>	<u>\$ 700,171</u>	<u>\$ (1,106,799)</u>	

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE - Parks and Open Space				
Sales Tax/IGA/Town - Estimated	\$ 1,020,000	\$ 123,253	\$ (896,747)	12%
Property Tax - Operations	116,882	49,539	(67,343)	42%
Property Tax/IGA/Town	119,000	-	(119,000)	0%
Specific Ownership Tax	102,000	16,623	(85,377)	16%
Park, Rec and Landscape Fees	647,616	468,847	(178,769)	72%
Forest Lakes- Streets/ Parks Maintenance Revenue	120,000	9,112	(110,889)	8%
Auto Tax/IGA/Town - Estimated	85,000	11,716	(73,284)	14%
Interest	34,000	15,159	(18,841)	45%
Use Tax - Construction Material	68,000	75,654	7,654	111%
Use Tax- Town	1,700	459	(1,241)	27%
Conservation Trust Fund	40,000	-	(40,000)	0%
Miscellaneous - (includes Safety Grant)	3,400	1,567	(1,833)	46%
Total Revenue	\$ 2,357,598	\$ 771,928	\$ (1,585,670)	33%
EXPENDITURES				
<u>Legislative</u>				
Directors' Fees	\$ 3,570	\$ 136	\$ 3,434	4%
FICA and Unemployment	286	7	279	3%
Workers Compensation Insurance	18	10	8	55%
Total Legislative	\$ 3,874	\$ 153	\$ 3,721	4%
<u>General and Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 92,643	\$ 6,513	\$ 86,130	7%
Unemployment Insurance	357	301	56	84%
Workers' Compensation Insurance	175	76	99	44%
Health and Dental Insurance	10,025	796	9,229	8%
Employer's FICA	4,901	403	4,498	8%
Employer's Medicare	1,343	96	1,247	7%
Retirement	1,488	89	1,399	6%
Life and Disability Insurance	1,081	67	1,014	6%
Total Salaries and Benefits	\$ 112,013	\$ 8,341	\$ 103,672	7%
<u>Professional Services</u>				
Professional Services-Engineering	\$ 20,400	\$ 420	\$ 19,980	2%
Professional Services-Public Relations	10,200	299	9,901	3%
Legal Fees/Monson, Cummins & Shohet	3,400	187	3,213	5%
Legal Fees	25,500	2,895	22,605	11%
Total Professional Services	\$ 59,500	\$ 3,801	\$ 55,699	6%
<u>General Administration</u>				
Accounting Services	\$ 17,000	\$ 2,854	\$ 14,146	17%
Audit Fees	4,250	-	4,250	0%
Conference, Class and Education	2,550	-	2,550	0%
Dues, Publications and Subscriptions	3,060	756	2,304	25%
Election	10,200	274	9,926	3%
IT Support	7,480	1,688	5,792	23%
Office Equipment and Supplies	2,040	420	1,620	21%
Publication - Legal Notice	510	-	510	0%
Repairs and Maintenance	680	112	568	17%
Telephone Service	9,044	1,782	7,262	20%
Travel and Meeting Expense	1,700	104	1,596	6%
Office Overhead (COA, utilities, rent, etc.)	14,280	2,402	11,878	17%
General Insurance	16,096	16,392	(296)	102%
Tax Collection Expense - Operations	1,753	743	1,010	42%
Vehicle Expense	340	382	(42)	112%
Stormwater Detention Pond Assessment	-	-	-	0%
Contingency/Emergency Reserves/Miscellaneous	3,400	748	2,652	22%
Total General Administration	\$ 94,383	\$ 28,657	\$ 65,726	30%

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
Total Parks - Administrative, Professional Services, etc.	\$ 269,770	\$ 40,952	\$ 228,818	15%
Operations				
Salaries and Benefits- Streets and Parks				
Salaries/Wages	\$ 265,010	\$ 38,907	\$ 226,103	15%
Salaries/Wages - Seasonal	8,500	-	8,500	0%
Overtime/On-call	6,800	3,113	3,687	46%
Unemployment Insurance	1,020	85	935	8%
Workers' Compensation Insurance	6,120	4,719	1,401	77%
Health and Dental Insurance	55,610	11,463	44,147	21%
Employer's FICA	17,379	2,646	14,733	15%
Employer's Medicare	4,064	619	3,445	15%
Retirement	13,590	1,224	12,366	9%
Life and Disability Insurance	2,876	586	2,290	20%
Total Salaries and Benefits - Parks	\$ 380,971	\$ 63,362	\$ 317,607	17%
Parks and Open Space O & M				
Repair of Facilities	\$ 6,000	\$ -	\$ 6,000	0%
Annual Flower and Shrub replacement Program	10,000	-	10,000	0%
Holiday Lights	5,000	-	5,000	0%
Lawn Fertilizer, Tree Fertilizer and Weed Control Program	60,000	6,650	53,350	11%
Park Irrigation Water Payments	200,000	11,949	188,051	6%
Repair and Maintenance	85,000	6,971	78,029	8%
Supplies/Trees Replacement	15,000	-	15,000	0%
Tools	7,000	497	6,503	7%
Equipment and Projects	10,000	2,140	7,860	21%
Clothing and Safety Equipment	12,000	1,638	10,362	14%
Vehicle Expense- Fuel	40,000	4,167	35,833	10%
Back Flow Inspection	3,500	-	3,500	0%
ET 3 Year Subscription	-	-	-	0%
Total Parks and Open Space O & M	\$ 453,500	\$ 34,012	\$ 419,488	7%
Total Parks O & M	\$ 834,471	\$ 97,374	\$ 737,095	12%
Lighting				
MVE Operation and Maintenance	\$ 17,000	\$ 407	\$ 16,593	2%
Repair and Maintenance	1,020	-	1,020	0%
Total Lighting	\$ 18,020	\$ 407	\$ 17,613	2%
Signage				
Repairs and Maintenance	\$ 2,720	\$ 82	\$ 2,638	3%
Total Signage	\$ 2,720	\$ 82	\$ 2,638	3%
Total Conservation Trust Fund Projects	\$ 40,000	\$ -	\$ 40,000	0%
Total Expenditures - Parks and Open Space	\$ 1,164,981	\$ 138,815	\$ 1,026,164	12%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 1,192,618	\$ 633,113	\$ (559,505)	

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

DEBT SERVICE

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Property Tax	\$ 2,656,420	\$ 1,126,828	\$ (1,529,592)	42%
Interest - GO Bond	40,000	16,407	(23,593)	41%
Total Revenue	\$ 2,696,420	\$ 1,143,235	\$ (1,553,185)	42%
EXPENDITURES				
<u>Administrative</u>				
Tax Collection Expense	\$ 39,846	\$ 16,903	\$ 22,943	42%
Total Administrative	\$ 39,846	\$ 16,903	\$ 22,943	42%
<u>Debt Service</u>				
Bond Interest Payment	\$ 1,815,363	\$ -	\$ 1,815,363	0%
Bond Principal Payment	760,000	-	760,000	0%
Paying Agent Fees	5,000	3,424	1,576	68%
Total Debt Service	\$ 2,580,363	\$ 3,424	\$ 2,576,939	0%
Total Expenditures	\$ 2,620,209	\$ 20,327	\$ 2,599,882	1%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ 76,211	\$ 1,122,908	\$ 1,046,697	

ENTERPRISE FUND
Cost Allocation
February 28, 2023

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Water Revenue	\$ 2,200,000	\$ 146,680	\$ (2,053,320)	7%
Base Rate/Capital Improvement Fee	977,000	161,017	(815,983)	16%
Contract Sewer and Water Service - Forest Lakes	110,000	17,844	(92,156)	16%
Lot Inspection Fees	-	5,000	5,000	0%
Water Meter Kits	34,500	10,250	(24,250)	30%
Administrative Fee	120,000	21,230	(98,770)	18%
Miscellaneous	30,000	5,053	(24,947)	17%
Bulk Water Revenue	100,000	6,081	(93,919)	6%
Total Revenue	\$ 3,571,500	\$ 373,155	\$ (3,198,345)	10%
EXPENDITURES				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 483,100	\$ 75,680	\$ 407,420	16%
Overtime/On-call	15,000	2,229	12,772	15%
Unemployment Insurance	1,650	152	1,498	9%
Workers' Compensation Insurance	5,000	4,554	447	91%
Health and Dental Insurance	87,865	13,077	74,788	15%
Employer's FICA	30,882	4,831	26,051	16%
Employer's Medicare	7,222	1,130	6,092	16%
Retirement	24,905	2,509	22,397	10%
Life and Disability Insurance	5,375	900	4,475	17%
Total Salaries and Benefits	\$ 661,000	\$ 105,060	\$ 555,939	16%
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 855	\$ 29,145	3%
Professional Services-Public Relations	15,000	440	14,560	3%
Professional Services/Amcobi/National Meter	51,500	8,682	42,818	17%
Development Services/Monson, Cummins & Shohet	50,000	7,629	42,372	15%
Total Professional Services	\$ 146,500	\$ 17,606	\$ 128,895	12%
<u>Administrative</u>				
Accounting Services	25,000	4,198	20,803	17%
Audit Fees	6,250	-	6,250	0%
Conference, Class and Education	2,000	120	1,880	6%
Dues, Publications and Subscriptions	4,500	1,972	2,528	44%
Election Expense	-	-	-	0%
IT Support	11,000	5,908	5,092	54%
Office Equipment and Supplies	2,500	125	2,376	5%
Postage	500	347	154	69%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	7,300	1,259	6,041	17%
Travel and Meeting Expense	500	-	500	0%
Office Overhead (COA, utilities, rent, etc.)	7,000	814	6,186	12%
Clothing Uniform Rental and Safety Equipment	5,000	567	4,433	11%
General Insurance	23,671	24,008	(337)	101%
Vehicle Expense	30,000	2,456	27,545	8%
Bank Charges	7,500	35	7,465	0%
Miscellaneous	1,000	-	1,000	0%
Total General Administration	\$ 133,821	\$ 41,807	\$ 92,015	31%
Total General Administrative	\$ 941,321	\$ 164,472	\$ 776,848	17%

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
<u>Water System</u>				
Water Testing	\$ 40,000	\$ 9,259	\$ 30,741	23%
Waste Disposal	10,000	-	10,000	0%
Sludge Disposal	35,000	625	34,375	2%
Gas Utilities	9,000	2,709	6,291	30%
Electric Utilities	350,000	18,557	331,443	5%
SCADA Support/Meter Calibration	33,000	9,970	23,030	30%
Repairs and Maintenance	240,000	19,894	220,106	8%
Storage Tank Maintenance	5,000	-	5,000	0%
Operating Supplies	30,000	8,126	21,874	27%
Bulk Chemical Supplies (Starting HMO Treatment)	70,000	-	70,000	0%
Lab Chemicals and Supplies	15,000	6,176	8,824	41%
Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit)	25,000	-	25,000	0%
Water and Ditch Assessments	150,000	103,489	46,511	69%
Tools	4,000	1,922	2,078	48%
Leased Pueblo Reservoir Lease & Outlet	63,206	-	63,206	0%
Equipment Meter Supplies/Meter Kits	204,000	383	203,617	0%
Lower Fountain Creek	11,500	-	11,500	0%
Total Water System	<u>\$ 1,294,706</u>	<u>\$ 181,110</u>	<u>\$ 1,102,096</u>	<u>14%</u>
Total Expenditures	<u>\$ 2,236,027</u>	<u>\$ 345,582</u>	<u>\$ 1,878,944</u>	<u>15%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 1,335,473</u>	<u>\$ 27,573</u>	<u>\$ (1,307,900)</u>	

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Wastewater Operations

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Sewer Revenue	\$ 2,063,000	\$ 347,563	\$ (1,715,437)	17%
Contract Sewer and Water Service - Forest Lakes	110,000	17,844	(92,156)	16%
Miscellaneous	30,000	5,053	(24,947)	17%
Total Revenue	\$ 2,203,000	\$ 370,460	\$ (1,832,540)	17%
EXPENDITURES				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 483,100	\$ 75,680	\$ 407,420	16%
Overtime/On-call	15,000	2,229	12,772	15%
Unemployment Insurance	1,650	152	1,498	9%
Workers' Compensation Insurance	5,000	4,554	447	91%
Health and Dental Insurance	87,865	13,077	74,788	15%
Employer's FICA	30,882	4,831	26,051	16%
Employer's Medicare	7,222	1,130	6,092	16%
Retirement	24,905	2,509	22,397	10%
Life and Disability Insurance	5,375	900	4,475	17%
Total Salaries and Benefits	\$ 661,000	\$ 105,060	\$ 555,939	16%
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 855	\$ 29,145	3%
Professional Services-Public Relations	15,000	440	14,560	3%
Professional Services/Amcobi/National Meter	51,500	8,682	42,818	17%
Development Services/Monson, Cummins & Shohet	50,000	7,629	42,372	15%
Total Professional Services	\$ 146,500	\$ 17,606	\$ 128,895	12%
<u>Administrative</u>				
Accounting Services	\$ 25,000	\$ 4,198	\$ 20,803	17%
Audit Fees	6,250	-	6,250	0%
Conference, Class and Education	2,000	120	1,880	6%
Dues, Publications and Subscriptions	4,500	1,972	2,528	44%
Election Expense	-	-	-	0%
IT Support	11,000	5,908	5,092	54%
Office Equipment and Supplies	2,500	125	2,376	5%
Postage	500	347	154	69%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	7,300	1,259	6,041	17%
Travel and Meeting Expense	500	-	500	0%
Office Overhead (COA, utilities, rent, etc.)	7,000	814	6,186	12%
Clothing Uniform Rental and Safety Equipment	5,000	567	4,433	11%
General Insurance	23,671	24,008	(337)	101%

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

Wastewater Operations

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
Vehicle Expense	30,000	2,456	27,545	8%
Bank Charges	7,500	35	7,465	0%
Miscellaneous	1,000	-	1,000	0%
Total General Administration	<u>\$ 133,821</u>	<u>\$ 41,807</u>	<u>\$ 92,015</u>	<u>31%</u>
Total General Administrative	<u>\$ 941,321</u>	<u>\$ 164,472</u>	<u>\$ 776,848</u>	<u>17%</u>
 <u>Wastewater System</u>				
Wastewater TF/Donala/IGA	\$ 824,000	\$ 56,448	\$ 767,552	7%
Repairs and Maintenance	5,000	-	5,000	0%
Tools	3,000	-	3,000	0%
Operating Supplies	1,000	151	849	15%
Transit Loss	5,700	7,460	(1,760)	131%
Total Wastewater System	<u>\$ 838,700</u>	<u>\$ 64,059</u>	<u>\$ 774,641</u>	<u>8%</u>
Total Expenditures	<u>\$ 1,780,021</u>	<u>\$ 228,531</u>	<u>\$ 1,551,489</u>	<u>13%</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	 <u>\$ 422,979</u>	 <u>\$ 141,929</u>	 <u>\$ (281,050)</u>	

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

For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Renewable Water Fee	\$ 421,260	\$ 50,407	\$ (370,853)	12%
Water Lease- Comanche	180,460	29,674	(150,786)	16%
Interest	150,000	104,028	(45,972)	69%
Total Revenue	\$ 751,720	\$ 184,109	\$ (567,611)	24%
<u>Debt Service</u>				
Paying Agent Fees and Accrued Interest	\$ 5,000	\$ -	\$ 5,000	0%
2018 Bond Issue- Debt Service	665,100	-	665,100	0%
2020B Bonds- Debt Service	641,650	-	641,650	0%
2020A Bond Issue- Debt Service	890,494	-	890,494	0%
Total Debt Service	\$ 2,202,244	\$ -	\$ 2,202,244	0%
OTHER FINANCING SOURCES				
Transfer from other funds	\$ 900,000	\$ 150,000	\$ (750,000)	17%
Total Other Financing Sources	\$ 900,000	\$ 150,000	\$ (750,000)	17%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ (550,524)	\$ 334,109	\$ 884,633	

CAPITAL PROJECTS FUNDS

February 28, 2023

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - GENERAL

Budget Status Report - GAAP Basis
For the Two Months Ending February 28, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Total Revenue	\$ -	\$ -	\$ -	0%
EXPENDITURES				
<u>Vehicles and Equipment Utilities</u>				
3/4 Ton Truck, plow package and Flatbed	\$ 82,000	\$ -	\$ 82,000	0%
Ventrac Power Rake	10,000	9,049	951	90%
Plow Truck Combo Dump Truck	100,000	-	100,000	0%
Vac Truck	185,000	-	185,000	0%
Material Storage Facility	20,000	-	20,000	0%
Software - Cash Receipts	10,000	-	10,000	0%
Total Vehicles and Equipment	\$ 407,000	\$ 9,049	\$ 397,951	2%
<u>Park and Street Improvements</u>				
Overlay Parking Lot at Public Works Facility	\$ 196,000	\$ -	\$ 196,000	0%
Higby Road Study	250,000	39,550	210,450	16%
Remington Hill Overlay	242,500	-	242,500	0%
Irrigation Enhancement Lyons Tail Kitchner to Leather Chaps Northside	20,000	-	20,000	0%
Baseline Controller	15,000	-	15,000	0%
Irrigation Enhancement Kitchner near James Gate	10,000	-	10,000	0%
Storage/ Garage Building	65,000	-	65,000	0%
Playground Improvements (Old Creek Park)	168,000	-	168,000	0%
Restroom in Train Park	6,000	-	6,000	0%
Gazebos (Old Creek Park and Train Park)	50,000	54,442	(4,442)	109%
Agate Park	150,000	-	150,000	0%
Leather Chaps and Jackson Street Light	50,000	-	50,000	0%
Total Park and Street Improvements	\$ 1,222,500	\$ 93,992	\$ 1,128,508	8%
Total Expenditures - District Capital	\$ 1,629,500	\$ 103,041	\$ 1,526,459	6%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ (1,629,500)	\$ (103,041)	\$ 1,526,459	
OTHER FINANCING SOURCES (USES)				
Transfer from General Fund	\$ 1,379,500	\$ 63,491	\$ (1,316,009)	5%
Higby Road - Developer Contribution - Escrow	250,000	39,550	(210,450)	16%
Total Other Financing Sources (Uses)	\$ 1,629,500	\$ 103,041	\$ (1,526,459)	6%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - ENTERPRISE

Budget Status Report - GAAP Basis
For the Two Months Ending February 28, 2023
Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 17%)
REVENUE				
Water Tap Fees	\$ 722,400	\$ 84,280	\$ (638,120)	12%
Sewer Tap Fees	420,000	49,000	(371,000)	12%
Thompson Thrift Apartments	2,743,535	2,669,096	(74,439)	97%
Water/Sewer Impact Fee	30,000	3,500	(26,500)	12%
Renewable Water Fee	421,260	50,407	(370,853)	12%
Admin Fee	90,000	-	(90,000)	0%
Lease Revenue (FMIC)	65,000	-	(65,000)	0%
Effluent Paid-AGUA/Woodmoor	225,000	4,562	(220,438)	2%
Review and Comment Fee	30,000	3,500	(26,500)	12%
Western Interceptor	-	8,775	8,775	0%
Miscellaneous Income-Stonewall Lease	1,000	33,150	32,150	3315%
Payment in Lieu of Water Rights	600,000	13,965	(586,035)	2%
Total Revenue	\$ 5,348,195	\$ 2,920,235	\$ (2,427,960)	55%
EXPENDITURES				
<u>Vehicles and Equipment Utilities</u>				
Camera Van - Outfit with Equipment	\$ 100,000	\$ -	\$ 100,000	0%
Vac Truck	185,000	-	185,000	0%
Total Vehicles and Equipment	\$ 285,000	\$ -	\$ 285,000	0%
<u>Wells</u>				
A-4 Pump and Motor and Transfuser	\$ 150,000	\$ -	\$ 150,000	0%
Total Wells	\$ 150,000	\$ -	\$ 150,000	0%
<u>Water Improvements</u>				
Filter Media Replacement (2 Filter @ B Plant & 2 Filter @ A-Plant)	\$ 130,000	\$ -	\$ 130,000	0%
SCADA	12,000	1,543	10,457	13%
NMCI-Wastewater Design and Permitting	300,000	-	300,000	0%
Northern Delivery System	100,000	-	100,000	0%
Bore I-25 for Service to Conexus	150,000	-	150,000	0%
Tap Fee Credits	100,000	-	100,000	0%
Bale Ditch- Augmentation Station	25,000	-	25,000	0%
Storage/ Garage Building	65,000	-	65,000	0%
AVIC Bale Change Case - Brownstein	200,000	6,242	193,758	3%
FMIC Change Case	50,000	-	50,000	0%
Excelsior Change Case - Cummins	50,000	-	50,000	0%
Excelsior Exchange Case	50,000	-	50,000	0%
Central Reservoir - Powerline Relocation and Permitting	200,000	56,011	143,989	28%
AVIC Augmentation Station	100,000	-	100,000	0%
Bale Ditch Purchase	100,000	5,223	94,777	5%
Chicago Springs Ranch Master Plan and Improvements and Annex	50,000	-	50,000	0%
Chicago Springs Ranch Recharge Facility	40,000	-	40,000	0%
Chicago Springs Augmentation Station and Permitting	40,000	-	40,000	0%
South Reservoir - Valve House	100,000	2,755	97,245	3%
Northern Delivery System Pipeline Construction Project	16,738,781	-	16,738,781	0%
Total Water Improvements	\$ 18,600,781	\$ 71,774	\$ 18,529,007	0%
Total Expenditures - Enterprise Capital	\$ 19,035,781	\$ 71,774	\$ 18,964,007	0%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ (13,687,586)	\$ 2,848,461	\$ 16,536,047	
OTHER FINANCING SOURCES (USES)				
Transfer from Enterprise Fund	\$ 12,787,586	\$ -	\$ (12,787,586)	0%
CWCB Loan Proceeds	900,000	-	(900,000)	0%
Total Other Financing Sources (Uses)	\$ 13,687,586	\$ -	\$ (13,687,586)	0%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES	\$ -	\$ 2,848,461	\$ 2,848,461	

RESOLUTION No. 2023-02

A RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO INITIATE EMINENT DOMAIN PROCEEDINGS FOR THE ACQUISITION OF EASEMENTS AND REAL PROPERTY INTERESTS NECESSARY FOR PIPELINES, UTILITIES AND INFRASTRUCTURE ASSOCIATED WITH THE NORTHERN DELIVERY SYSTEM PROJECT, SHOULD GOOD FAITH NEGOTIATIONS FOR THE SAME FAIL.

WHEREAS, this Board has the authority on behalf of the District, pursuant to Colorado Statute, to acquire real property, including easements necessary to the function and operation of the District, and, pursuant to C.R.S. §32-1-1004(4), to do so utilizing the power of Eminent Domain to take any property necessary for the function and operation of the District, both with and without the boundaries of the District, including for purposes of infrastructure associated with the delivery of water, including any and all utilities associated therewith;

WHEREAS, the Triview Metropolitan District has determined that it is necessary to the public health, safety, and welfare to acquire certain property for public purposes, specifically the acquisition of easements and real property interests necessary for pipelines, utilities, and infrastructure associated with the Northern Delivery System Project ("Project"); and

WHEREAS, appraisals of real property prepared by a professional appraisal company experienced in performing appraisals, will be used to determine the fair market value of the property interests to be acquired; and

WHEREAS, the Triview Metropolitan District ("District") has made and will continue to make good faith offers to purchase the necessary property interests on the subject properties; and

WHEREAS, there is an immediate need to acquire the interests to keep the permitting and construction of the Project on schedule;

WHEREAS, the property interests to be acquired are necessary for completion and construction of the Project;

WHEREAS, the District has with the legal authority and power of eminent domain, and may exercise its right of eminent domain should normal negotiations fail; and

WHEREAS, if the necessary property cannot be obtained voluntarily, the District is authorized to commence condemnation proceedings to acquire the property interests identified below and to prosecute the proceedings to their conclusion; and

WHEREAS, District Board finds that if acquisition by condemnation of the property described in this resolution is commenced, immediate possession by the District may be

necessary for the public health, safety, and welfare in order to keep the Project on the desired schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR THE TRIVIEW METROPOLITAN DISTRICT:

1. The acquisition of the property interests sought to be acquired for the Project are more fully described in the legal description attached hereto and incorporated herein as Exhibit A ("Property").

2. The acquisition of the Property serves the public purpose of constructing Pipelines, Utilities and other Infrastructure associated with the Northern Delivery System Project for the community, and for ingress, egress and access thereto for purposes of construction, maintenance, repair and operation.

3. The District Manager or his designee is hereby authorized to establish minimum just compensation for acquisition of the Property necessary to build the Project, including as based upon appraisals obtained from qualified professionals.

4. The property is necessary for the Project and there is an immediate need for the Property.

5. The District Manager or his designees are authorized to proceed with negotiations to acquire such Property on the basis of the appraised value, or such higher value as is considered just and necessary to facilitate the acquisition and avoid the necessity of condemnation, but not greater than fair market value for the property to be acquired.

6. The District Manager or his designees are hereby authorized to acquire such Property consistent with applicable law, including the execution of all documents necessary to complete this acquisition.

7. The District Manager is authorized to take all necessary legal measures to acquire the Property, including proceeding with condemnation of the Property against the owner or owners and any other persons or entities claiming an interest therein or thereto, and to take such further action as may be reasonably necessary for or incidental to the filing and diligent prosecution of any litigation or proceedings required to obtain the Property should normal negotiations fail or exceed the time constraints of the overall Project. In the event that acquisition by condemnation is commenced, the District Manager is further authorized to request a grant of immediate possession of the Property.

8. The District Manager or his designee shall be further authorized to incur reasonable costs associated with acquiring the Property, including, without limitations, contractual services, the cost of title examination, title insurance, appraisal fee payments mandated by statute, normal closing costs, filing fees and charges, attorney and consultant fees, and all other related or incidental costs or expenses customarily associated with the acquisition or condemnation of property.

9. The District Manager or his designee is hereby authorized to call for amendment of the legal description of the Property to be acquired, and the nature of the interests to be acquired, if necessary, in the course of the Project.

THEREFORE, the above resolution and policy regarding acquisition of all real property interests necessary for completion of the Northern Delivery System Project, were established as rules and regulations of the District, and were enacted by the Board of Directors of the District on this ____ day of _____, 2023, to be effective immediately.

Mark Melville, District President

ATTEST:

James Barnhart, District Secretary