

# TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

## Regular Board Meeting Agenda

August 17, 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  
July 20, 2023, Regular Board Meeting (enclosure)
  - b. Billing Summary Rate Code Report (enclosure)
  - c. Taps for July 2023 (enclosure)
  - d. Tax Transfer from Monument (enclosure)
7. Operations Reports
  - a. District Manager Monthly Report (enclosure)
  - b. Assistant District Manager Steve Sheffield
  - c. Public Works and Parks and Open Space Updates (Matt Rayno)
  - d. Utilities Department Updates (Shawn Sexton)
8. Action Items:
  - a. Review and Approve Resolution 2023-06, a Resolution of the Triview Metropolitan District Board of Directors changing retirement fund managers from Lincoln Financial to Corebridge Financial. (enclosure)
  - b. Review and Consider approval of a funding agreement between Collin Elite 1, LLC and the Triview Metropolitan District concerning the sharing of costs of developing a neighborhood park located in the

Sanctuary Point development located in the Town of Monument and authorization for the District Manager to sign.

- c. Review and Approve Resolution 2023-07, a Resolution of the Triview Metropolitan District Board of Directors, accepting a Petition for the Exclusion of Real Property from the Triview Metropolitan District known as Tracts D and E of Conexus Filing Number 2.
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. July 2023 Financials (enclosure)
10. Legal Comments (George Rowley Triview General Counsel)
11. Update Board on Public Relation activities.
  - Newsletter distribution
  - Website Updates (NDS Project Website)
  - Possible meeting with Monument Town Council
12. Executive Session §24-6-402(4) (a), (b), (e), Acquisitions, Legal Advice, and Negotiations, regarding the following general topics:
  - Water Acquisitions,
  - Property Acquisitions
  - Change Cases,
  - Higby Road Design
15. Adjournment

## RECORD OF PROCEEDINGS

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

July 20, 2023

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, July 20, 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 5:33 p.m.

#### ATTENDANCE

#### In attendance were Directors:

President	Mark Melville, present
Secretary/Treasurer	James Barnhart, present
Director	Jason Gross, Zoom
Director	Anthony Sexton, Zoom

Director Amanda Carlton was absent. This absence was not approved by the Board of Directors.

#### Also, in attendance were on roll call:

James McGrady, District Manager  
Steve Sheffield, Assistant District Manager  
Joyce Levad, District Administrator  
Chris Cummins, District Water Attorney  
George Rowley, Triview General Counsel  
Cathy Fromm, District Accountant  
Christine McLeod, Haynie and Company  
Shawn Sexton, Water Superintendent  
Matt Rayno, Parks, and Open Space Superintendent  
Natalie Barszcz, Our Community News  
Several Residents for Public Comment

#### DISCLOSURE OF CONFLICTS

None.

## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

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

### PUBLIC COMMENT NOT RELATED TO AMENDED 2022 BUDGET HEARING

A resident came to the meeting to inform the district that the State of Colorado passed a \$2,000,000 grant for grass to be irrigated in the district open spaces. She will send Jim McGrady an email with the information about this grant.

Several residents came to the meeting to discuss opening the trail on Lyons Tail and Burke Hollow. Mr. McGrady read a letter he wrote to a resident explaining the area looks great and the Board will look into opening the trail back up to the residents with new signage.

### PUBLIC HEARING ON AMENDED 2022 BUDGET

Cathy Fromm, the District accountant, explained the 2022 Budget Amendment. This is being done because of spending exceeding the original budgeted amounts in the General Fund, Enterprise Fund and the Capital Fund. A Resolution is scheduled to be approved at this meeting.

### PRESENTATION 2022 AUDIT

Christine McLeod, with Haynie and Company, explained the communications field work in May for the 2022 Draft Audit. Ms. McLeod gave a short presentation naming who was on the engagement team. The Audit will be completed by July 31, 2023.

### Consent Agenda

- a) Prior Meeting Minutes
  - June 22, 2023, Regular Board Meeting
- b) Billing Summary Rate Code Report
- c) Taps for June 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 Melville. A vote was taken, and the motion was carried unanimously.



## RECORD OF PROCEEDINGS

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### OPERATIONS REPORT

#### District Manager Report (enclosure)

- Mr. McGrady discussed the progress on the Northern Delivery System. The pipeline will be tied together over the next week. Work on the tie ins will begin on Baptist Road, this process will be done at night for traffic impacts. When this is done, the crew will proceed to Mr. Stoecker's property to install the pump station. Most of the pipe should be installed by the middle part of September. Hopefully Roller Coaster should have the overlay, hydrants set, pipeline charged by the end of September.
- Triview has acquired the 1041 permit from Pueblo County. This permit gives Triview the ability to operate exchanges. The first exchange was a release out of the McCray Augmentation Station down Fountain Creek with an exchange into Pueblo Reservoir. Triview started with 10.8 CFS release out of Big Johnson Reservoir with an exchange of approximately 6 CFS into Pueblo Reservoir. There was some high transit losses due to the hot dry weather. The next exchange is from the Excelsior Augmentation Station into Pueblo Reservoir. Monday night we will start another exchange of 14 CFS from the South Reservoir up into Pueblo Reservoir. The pump station construction is complete, and the pump station will be commissioned the week of July 24, 2023.
- The water rights issue is being worked on for the Arkansas Valley Irrigation Company. Engineering reports have been filed. LRE and Matrix Design is working on the design of the augmentation station for the Bale Ditch.
- The Northern Monument Creek Interceptor project is moving along slowly. CSU is working on having everything wrapped up, from the NEPA perspective, with a design RFP on the street, probably in August or September.

### OPERATIONS REPORT

#### Assistant District Manager

- Mr. Sheffield stated he has met with engineers, attorneys, and consultants to familiarize him with multiple Triview projects to include the Northern Delivery System, Stonewall Springs Reservoir, the AVIC and Bale Ditch.
- Steve also met multiple times with Chris Cummins and Steve Simms trying to come to an understanding on all the water projects. He continues to educate himself on the wastewater plant issues, the Pueblo County 1041 permit for construction of the South Reservoir and associated pump station. The water treatment plant issues, wells streets, parks, and storm drainage in the district.
- Steve is active in "onsite" visits to Buena Vista, Salida, Pueblo and Colorado Springs.

## RECORD OF PROCEEDINGS

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- Mr. McGrady explained to Director Gross he encourages the staff to educate themselves through various classes such as through the SDA Conference. Some of the employees are licensed and their classes are paid for by the District. There has been very high retention of employees over the years.

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

- Mr. Rayno stated the landscape enhancement project at Agate Creek Park is nearing completion.
- The Remington Hill mill and overlay started July 10<sup>th</sup>. This project will be completed by July 22, 2023.
- Tree replacements at Leather Chaps, Glen Eagle and Sanctuary Rim will start in August.
- Radar Speed signs for Northbound and Southbound Gleneagle will be installed by the end of August. These signs will display the speed of cars passing the signs.
- A concrete slab has been installed at Old Creek Park.

### Utilities Department Update

- Pumpage for the month of June 2023 was 28.926 Mg.
- All wells are running normally. Currently using A9, D9, A7, D7, A1, A4 and D4.
- The plants A,B and C are working normally.
- All required plant sampling is complete and up to date with no issues, including radium.
- The Water Department staff undertook a practice and live session with Kiewit for the water main tap on Sanctuary Rim. The procedure had no impact on the district. Thanks to staff and Rob Lewis for coordinating numerous consultations with engineers and Kiewit staff.
- Mr. McGrady explained to the Board he is having the water employees cross-trained on the operations of the pump station at the Stonewall Springs Reservoir.



## RECORD OF PROCEEDINGS

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### ACTION ITEMS:

Approve the Triview Metropolitan District's 2022 Audited Financial Statements, subject to any final review and updates by the auditors, and direction to Staff to file said statements with the State of Colorado.

A motion was made by Director Barnhart to approve the Triview Metropolitan District's 2022 Audited Financial Statements, subject to any final review and updates by the auditors, and direction to Staff to file said statements with the State of Colorado. The motion was duly seconded by Director Melville. A vote was taken, and the motion was carried unanimously.

Review and Approve Resolution 2023-04, a Resolution of the Triview Metropolitan District Board of Directors Amending the District 2022 Budget.

A motion was made by Director Barnhart to approve Resolution 2023-04, a Resolution of the Triview Metropolitan District Board of Directors Amending the District 2022 Budget. The motion was duly seconded by Director Melville. A vote was taken, and the motion was carried unanimously.

Review and Approve Resolution 2023-05, a Resolution of the Triview Metropolitan District Board of Directors, acting at the request of the Property Owners, Conexus Developers, Schuck-Chapman, to Dissolve Subdistrict B and authorize District Staff and the District's Legal team, to prepare documents, make filings, and consummate said Dissolution of Triview Subdistrict B.

A motion was made by Director Barnhart to approve Resolution 2023-05, a Resolution of the Triview Metropolitan District Board of Directors, acting at the request of the Property Owners, Conexus Developers, Schuck-Chapman, to Dissolve Subdistrict B and authorize District Staff and the District's Legal team, to prepare documents, make filings, and consummate said Dissolution of Triview Subdistrict B. The motion was duly seconded by Director Melville. 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 Melville. A vote was taken, and the motion was carried unanimously.

## RECORD OF PROCEEDINGS

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

### LEGAL COMMENTS

None.

### PUBLIC RELATIONS:

Mr. McGrady stated we are working on the July newsletter; this will be mailed at the end of July.  
Mr. McGrady suggested future newsletters should inform the public, not just on Triview's accomplishments, but also about the regional accomplishments pertaining to the Northern Delivery System. These are statewide accomplishments that affect water issues.

### BOARD BREAK

The Board took a break at 7:48 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), (c), (f) Legal Advice and Negotiations. The motion was duly seconded by Director Melville. A vote was taken, and the motion was carried unanimously. Executive Session was entered into at 7:58 p.m.

- Water Acquisitions, Change Cases
- Property Acquisition Negotiations.
- Higby Road Design

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 Melville. A vote was taken, and the motion was carried unanimously. The meeting was adjourned at 8:57 p.m.

Respectfully Submitted

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James C. McGrady  
Secretary for the Meeting



Triview Metropolitan District 7/1 to 7/31/2023  
Summary Financial Information - Board Packet

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$112,104.87	2170
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$42,988.58	2143
Rate Code 01 Triview Metro - Res Water Base Rate	\$67,756.50	2160
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$86,429.35	2148
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$38,063.38	813
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$6,845.97	82
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$2,525.42	22
Rate Code 01 Triview Metro - Res Water Use Rate Tier5	\$1,407.53	9
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$2,936.36	28
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$1,755.60	28
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"	\$6,712.00	16
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$4,012.80	16
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	\$22,152.42	76
Usage Fee Triview Metro - Com Water Use Rate	\$32,992.95	76
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"	\$2,257.20	18
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$4,263.60	17
Usage Fee Triview Metro - Com Irr Water Use	\$25,957.45	54
Triview Metro - Quik Way Sewer	\$213.00	1
Triview Metro - Metering & Billing Fee	\$11,380.00	2276
Title Prep Fee Triview Metro - Title Request Fee	\$850.00	15
Triview Metro - 5% Late Fee	\$2,278.01	197
Special Impact Triview Metro - Special Impact Fee	\$2,450.00	248
Triview Metro - Reconnect Fee	\$150.00	1
Triview Metro - NSF Fee		
<b>Total Accounts</b>	<b>\$494,126.76</b>	<b>12704</b>

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2155
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	
<b>Total Accounts</b>	<b>2289</b>

Aging Report	Amount
Amount Past Due 1-30 Days	\$ (12,107.99)
Amount Past Due 31-60 Days	\$ 78,761.39
Amount Past Due 61-90 Days	\$ 2,925.39
Amount Past Due 91-120 Days	\$ (1,625.36)
Amount Past Due 120+ Days	\$ (5,594.13)
<b>Total AR</b>	<b>\$62,359.30</b>

Receipts	Amount	Items
Payment - ACH		
Payment - ACH Key Bank	\$281,692.26	1404
Payment - Check Key Bank	\$158,104.15	597
Payment - On Site	\$47,189.23	178
Refund CREDIT	(\$3,014.29)	33
REVERSE Payment	(\$5,200.71)	8
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
<b>Total Receipts</b>	\$478,770.64	2220
<b>Checks versus Online Payments</b>	<b>35.57%</b>	<b>64.43%</b>
	<b>Checks</b>	<b>ACH's</b>

Water	Gallons	Accounts
Gallons sold 5-31 to 6-30-2023 =	24,523,598	2286
Gallons sold 6-30 to 7-31-2023 =	42,281,190	2296

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	4	400,557	1.63%
40,001 - 50,000	6	262,696	1.07%
30,001 - 40,000	12	416,424	1.70%
20,001 - 30,000	62	1,425,817	5.81%
10,001 - 20,000	449	5,963,212	24.32%
8,001 - 10,000	282	2,535,832	10.34%
6,001 - 8,000	390	2,710,484	11.05%
4,001 - 6,000	434	2,193,856	8.95%
2,001 - 4,000	361	1,091,752	4.45%
1 - 2,000	150	188,707	0.77%
Zero Usage	5	0	0.00%
<b>Total Meters</b>	<b>2155</b>	<b>17,189,337</b>	<b>70.09%</b>

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	24	3,318,493	13.53%
40,001 - 50,000	8	361,626	1.47%
30,001 - 40,000	6	205,311	0.84%
20,001 - 30,000	7	177,662	0.72%
10,001 - 20,000	8	115,749	0.47%
8,001 - 10,000	4	35,325	0.14%
6,001 - 8,000	1	7,610	0.03%
4,001 - 6,000	5	23,534	0.10%
2,001 - 4,000	6	16,245	0.07%
1 - 2,000	8	7,285	0.03%
Zero Usage	1	0	0.00%
<b>Total Meters</b>	<b>78</b>	<b>4,268,840</b>	<b>17.41%</b>

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	16	2,613,309	10.66%
40,001 - 50,000	2	91,926	0.37%
30,001 - 40,000	1	35,433	0.14%
20,001 - 30,000	5	118,154	0.48%
10,001 - 20,000	9	139,630	0.57%
8,001 - 10,000	2	18,820	0.08%
6,001 - 8,000	3	20,177	0.08%
4,001 - 6,000	4	19,744	0.08%
2,001 - 4,000	1	3,800	0.02%
1 - 2,000	4	4,428	0.02%
Zero Usage	6	0	0.00%

SANCTUARY POINTE				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
186	Panoramic Dr.	Panoramic Dr.	07/20/23	\$49,444.48
			<b>Total:</b>	<b>\$49,444.48</b>

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

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





Aug 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 \$255,737.81 to the Triview ColoTrust District Fund account on or before August 31, 2023. The ACH details are as follows and documentation is enclosed.

Sales Tax for June 2023	\$ 238,796.58
Regional Building Use Tax for July 2023	\$ 1,990.07
Motor Vehicle Tax for June 2023	\$ 14,951.16

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

Sincerely,

Mike Foreman  
Town Manager





## Triview Metro Public Works August 2023 Report

### List of August Projects:

- Tree and shrub pruning ongoing.
- Street sweeping inner district completed
- Weekly/Daily: Daily trash pick-up around the district and bi-weekly cleaning of trash cans and doggie pot stations
- Tree replacement planting to start at end of August.
- Weed control throughout district.
- Train Park Night out at the park was a big success on August 5<sup>th</sup>. Next event at Train Park is Movie night at the park on August 11<sup>th</sup>.
- Mow and trim all native in district.
- Trail repairs and maintenance on going.
- Old Creek Park shade structure to be installed August 16<sup>th</sup>. After install Parks crew will be grading and seeding around the new shade pavilion.
- Agate Creek Park was opened on August 4<sup>th</sup> for the neighborhood to enjoy. There is still some trail landscaping to be completed. Total project to be completed by end of August.
- Fleet maintenance (Eddie is running through all equipment complete PM. Getting everything ready for fall and winter.)
- Remove 3 large dead pines in sanctuary.
- 2<sup>ND</sup> and final Pine beetle spray completed for the whole district.
- Work order for Forest Lakes Trail repairs.



*Focus for Sept:*

- Tree and shrub pruning
- Shrub replacements
- Over seeding problem areas native and turf.
- Equipment prep for snow removal-continued
- Snow preparation meeting
- Fall aeration and overseeding
- B-plant trail starting from St. Lawrence cul de sac. enhancement project
- Crack and Curb weed spraying
- Work on schedule on District crack sealing for November. We are going to be preforming this task in house this year.
- Backflow/Irrigation system winterization schedule
- Fall Fertilization
- Finial mows at end of season and clean and store equipment for winter.

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**From:** Ann-Marie Jojola

**Sent:** Tuesday, August 8, 2023 3:22 PM

**To:** Jim McGrady; Matt Rayno

**Subject:** Thank You For Your Support!

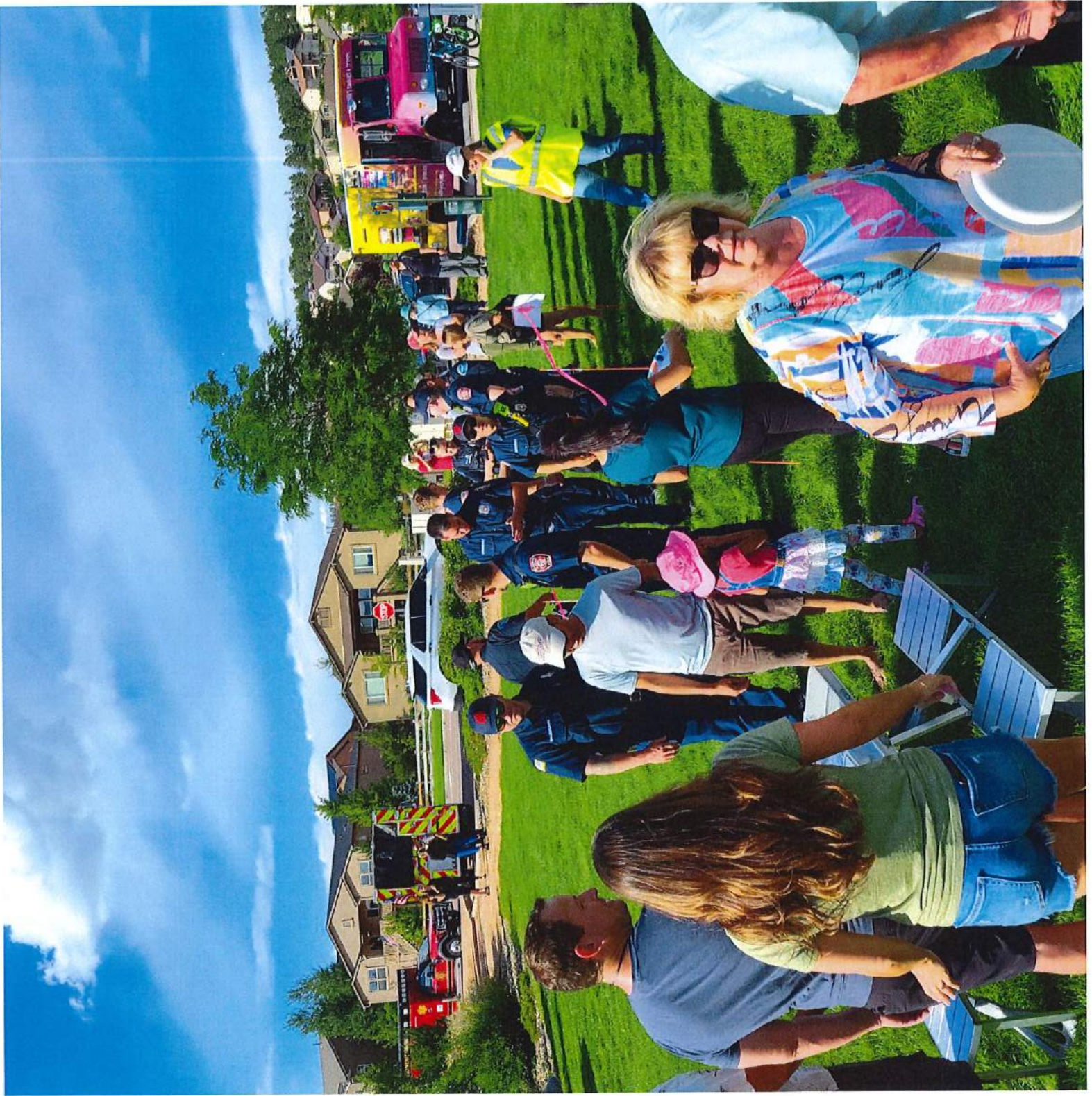
Jim, Matt, and all at TMD,

Thank you for all your help preparing the Train Park and nearby green spaces for our Promontory Pointe National Night Out & Day in the Park this past Saturday (5 Aug)! The weather came in early, to include a couple building tornados (that never fully formed) but passed so we could still hold our event. We had a record turnout of 157 people. Many comments were made about how nice it was to be able to do something like this in such a nice space. A testament to what you all do every day! We even had one of the HOA members take out most of the trash after the event. Having the porta potties onsite was a huge help and will be another big help for our movie night this Friday (11 Aug).

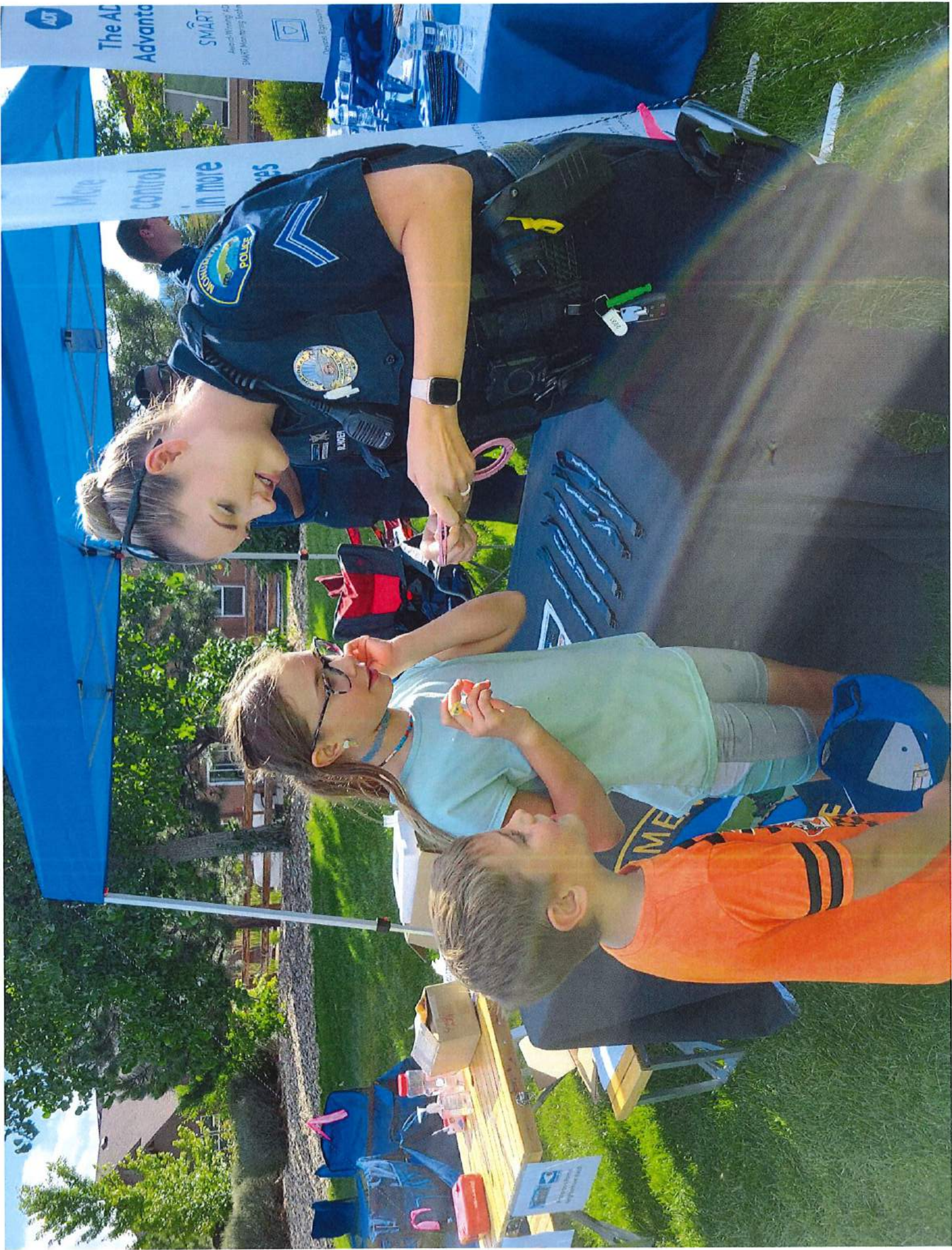
Thanks again!

Ann-Marie







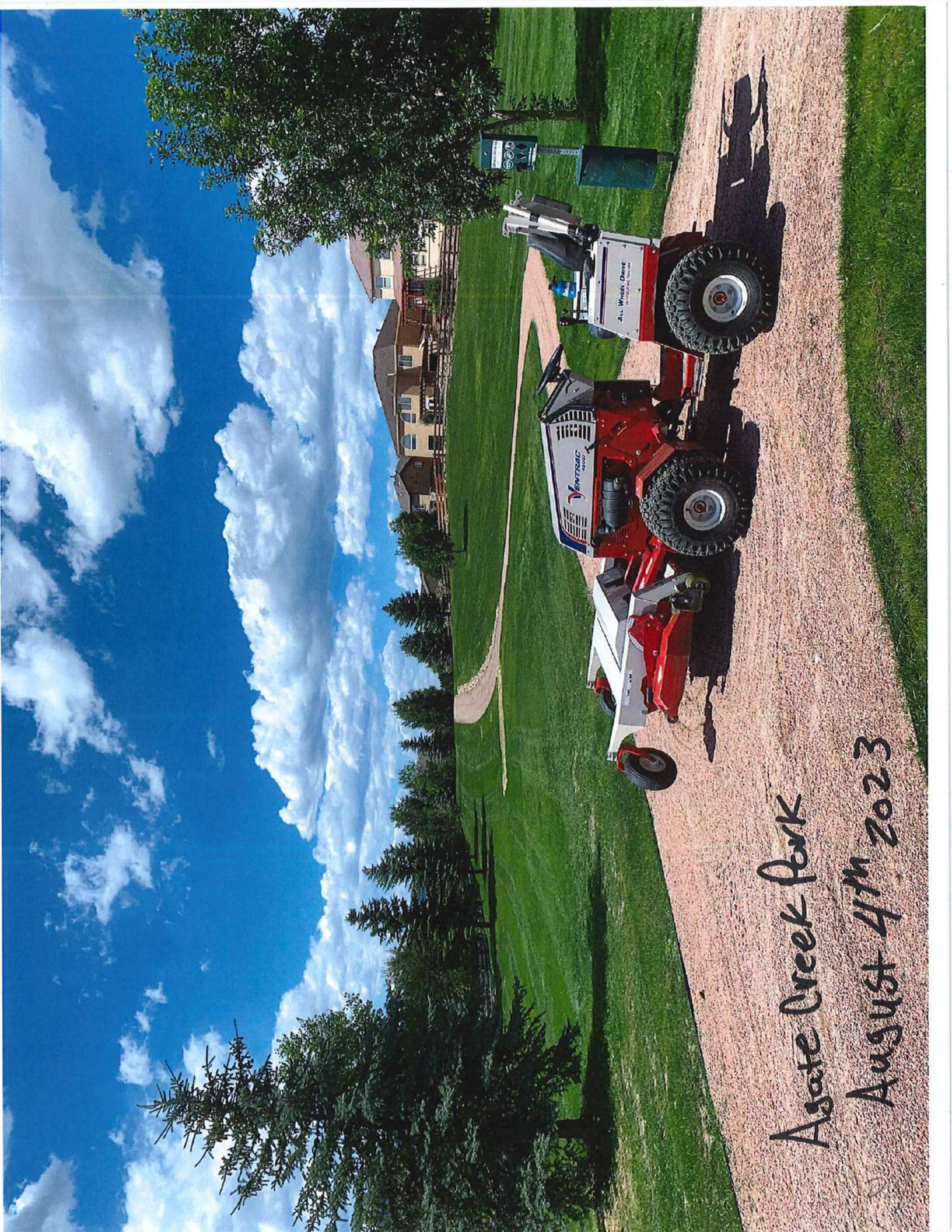




# Agate Creek Park June 1 2023

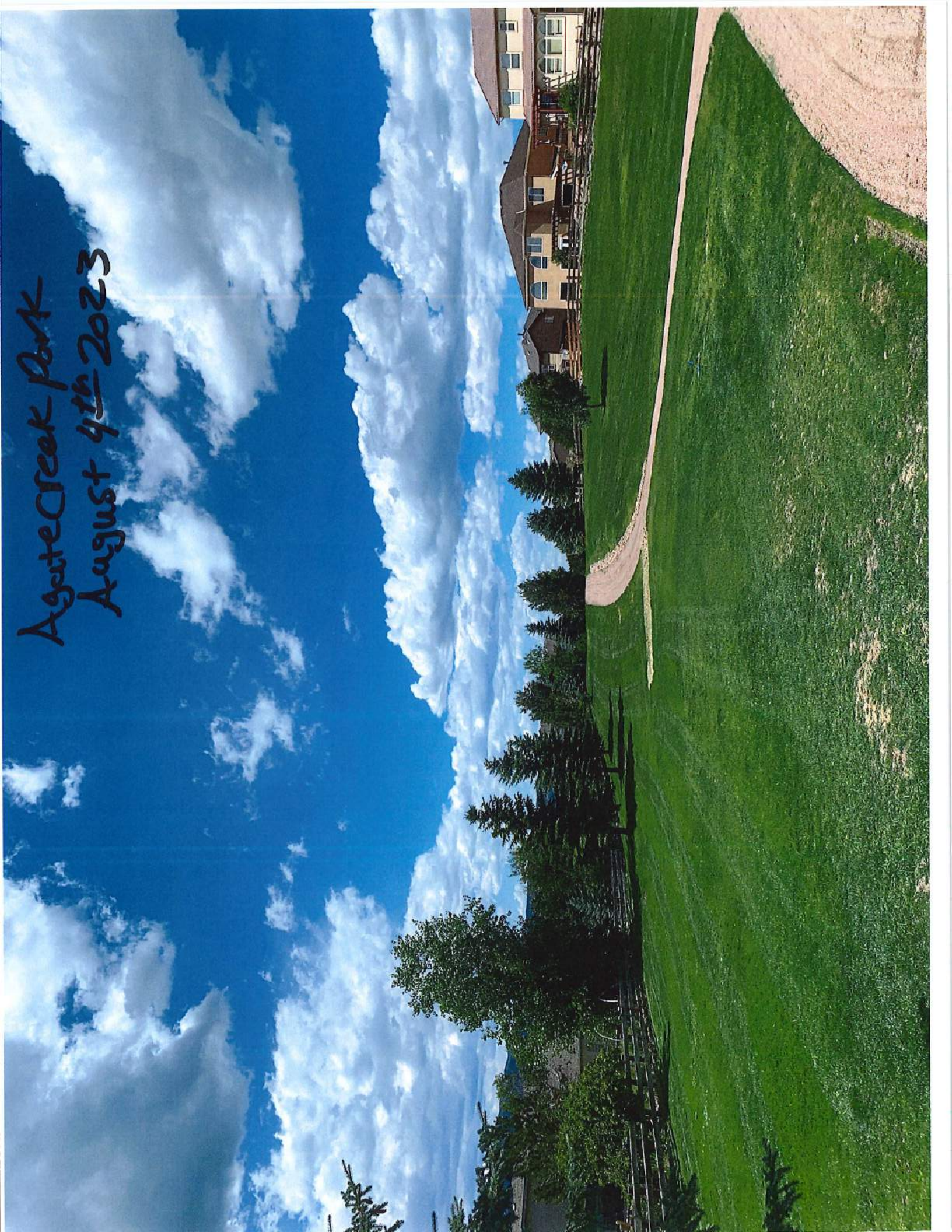






Agate Creek Park  
August 4th 2023





AgateCreek Park  
August 4th 2023





## Triview Metro Water Department

### List of Accomplishments for July, 2023

Pumpage for month of July 2023 –

Total to Production	<b>50.791 Mg</b>
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Corrected to match Amcobi Read Dates (6/30 to 7/31)	<b>49.01 Mg*</b>
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Total to Production July/2022	41.031 Mg
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Net water impounded in District ground storage tanks	87004 Gal
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Hydrant meter usage	219797 Gal
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Total Backwash/Flush Plants A/B	2.008 Mg
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Total Sold	<b>42.281 MG</b>
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Total Sold July/2021	42.314 Mg
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Total District flow to WWTP for July 2022	14.819 Mg
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**\*Corrected Raw Flow/Sold water variance is 9.0 % (CRWF-Sold-Impound-Hydrant meter usage-Total Backwash/Flush)/CRWF X 100%**

Reported activity for Month of July 2023

Wellfield-

- All wells available (Well A8, A1, D1 on stand-by currently)

Water Plants A/B, C Plant Pump Station-

- A Plant is running normally (currently on stand-by)
- B Plant is running normally, HMO on line and working normally
- C Plant Pump Station is running normally (booster pump #3 was replaced with a rebuilt pump/motor by Denver pump)
- Sodium hypochlorite deliveries are occurring without delay to both A and B plants
- District Bacti sampling completed on 7/10 & 7/19
- TTHM and HAA5 sampling is completed
- Testing results for radium are complete and being compiled by JDS Hydro

#### Additional Accomplishments-

- Numerous locates were completed throughout the district during this month
- Collection system I&I is being evaluated and repairs made at two sites so far.

#### Future projects-

- Hydrant has been completed for the sanctuary area
- Working on HMO system for final design
- Working on B plant backwash recycle system
- Valve exercising underway

#### Forest Lakes

- Replaced upper lift station pump that failed
- Replaced surface plant raw water pump that failed
- Worked on soda ash pump system, failed pump components
- New Dillon well is available, system install completed by Velocity contractors
- Flushed end of line to distribution at WWTP
- Assisted El Paso County personnel restore service water at round about park
- Hydrant maintenance underway

**TRIVIEW METROPOLITAN DISTRICT  
RESOLUTION NO. 2023 - 06**

**A RESOLUTION APPOINTING COREBRIDGE FINANCIAL AS THE CARRIER FOR  
THE DISTRICT 457(b) PLAN AND NAMING A DISTRICT ACCOUNTANT**

**WHEREAS**, Triview Metropolitan District (the "District") has a 457(b) plan for the benefit of its employees (the "Plan"); and

**WHEREAS**, it is in the best interest of the Plan and the District's employees that Corebridge Financial ("Corebridge") be named the carrier to provide services relative to the Plan; and

**WHEREAS**, the Board determines it to be in the best interest of the Plan and the District's employees that a Plan Administrator be designated to oversee the Plan; and

**WHEREAS**, the Board of Directors of Triview Metropolitan District (the "Board") determines that it is appropriate to delegate to the District Manager and the District Accountant authority to sign and execute all documents necessary to carry out the appointment of Corebridge as the carrier and to authorize the Plan Administrator to oversee the Plan.

**NOW, THEREFORE, THE BOARD OF TRIVIEW METROPOLITAN DISTRICT  
RESOLVES THAT:**

Section 1. Appointment. The Board hereby approves the appointment of Corebridge as the carrier for the Plan.

Section 2. District Accountant. The Board hereby appoints the District Accountant as the Plan Administrator. This appointment empowers the District Accountant to take any actions necessary to administer the Plan. The District Accountant shall serve as the Plan Administrator until such appointment is changed by formal action of the Board.

Section 3. Execution of Documents. The Board hereby delegates to the District Manager and the Plan Administrator the authorization to sign and execute all documents necessary to carry out the appointment of Corebridge as the carrier for the Plan.

*Remainder of Page Intentionally Left Blank; Signature Page Follows*



**PASSED AND RESOLVED** by the Board of Triview Metropolitan District, El Paso County, Colorado, this \_\_\_\_ day of \_\_\_\_\_ 2023, by a vote of \_\_\_\_ for and \_\_\_\_ against.

TRIVIEW METROPOLITAN DISTRICT

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

**AGREEMENT**  
(Sanctuary Pointe Neighborhood Park)

This Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Collin Elite 1, LLC, a Texas limited liability company ("Developer") and Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District"), for purposes of establishing an agreement concerning the sharing of costs of developing an approximately 8.37 acre park ("Neighborhood Park") located within the Sanctuary Pointe development in Monument, CO, all as further described herein.

WHEREAS, Developer has previously dedicated, built and completed a separate park site within Sanctuary Pointe located at the intersection of Sanctuary Rim Drive and Dancing Bear Lane ("Pocket Park") and the District has previously accepted the maintenance responsibilities for the Pocket Park.

WHEREAS, Developer has paid in substantial park fees to District throughout the development of Sanctuary Park.

WHEREAS, Developer has previously constructed Phase 1 of the Neighborhood Park and District has previously accepted the maintenance responsibilities for Phase 1 of the Neighborhood Park.

WHEREAS, Developer has designed, with input from District, Phase 2 of the Neighborhood Park and now desires to commence construction and completion of Phase 2 of the Neighborhood Park.

WHEREAS, the design of Phase 2 of the Neighborhood Park was done with an intent to conserve water resources and reduce long-term daily maintenance obligations of the District; which design increased the cost of the Neighborhood Park due to, among other items, use of artificial turf in lieu of grass for the fields located in Phase 2 of the Neighborhood Park.

WHEREAS, both Developer and District believe the design of Phase 2 of the Neighborhood Park to be in the best interests of both the community and the District, and have agreed to share capital costs of construction of Phase 2 of the Neighborhood Park pursuant to the terms and conditions of this Agreement. The District acknowledges that in light of the park fees previously collected and the decreased water and operational costs associated with the long-term maintenance of the Neighborhood Park it is appropriate for the District to participate in the construction costs of Phase 2 of the Neighborhood Park to the extent provided herein.

WHEREAS, it is anticipated that certain facilities within Phase 2 of the Neighborhood Park, such as athletic fields and special event facilities, will be booked for private events, and that fees will be charged for the private use of such facilities.

WHEREAS, the District is, pursuant to its Service Plan and various intergovernmental agreements with the Town of Monument, responsible for all ongoing maintenance and repair of all parks and recreation facilities within the District's service area, and will utilize revenues derived from private uses of portions of the Phase 2 for which fees are charged to support such ongoing maintenance and repair activities.

WHEREAS, the District will, pursuant to the terms and conditions of this Agreement, therefore, recoup a significant portion of its investment in Phase 2 of the Neighborhood Park over time;

NOW THEREFORE, for valuable consideration given and received, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. Construction: Developer shall be solely responsible to construct Phase 2 of the Neighborhood Park per the plans and specifications attached hereto and incorporated herein as **Exhibit 1** to this Agreement (the "Work"). The Work shall be done in a good and workmanlike manner consistent with appropriate building standards and practices. The Work shall be lien free and the District shall have the right to inspect the Work and require Developer to remediate and repair any of the Work that, in the reasonable discretion of the District, does not meet the standards set forth herein or on **Exhibit 1**.

2. Initial Payment of the Work: Developer shall advance costs and pay any and all bills, invoices, and other costs associated with the Work. Attached hereto as **Exhibit 2** is the Developer's budget applicable to the Work.

3. Payment by District: Upon completion of the Work and acceptance by District of Phase 2 of the Neighborhood Park, subject to the reservations, terms, and conditions herein, including but not limited to those described in Paragraph 5, below, District agrees to reimburse Developer the lesser of: (a) fifty percent (50%) of the total cost of the Work; or, (b) One Million Dollars (\$1,000,000) ("District Payment"). The District will use commercially reasonable efforts to pay not less than fifty percent of the District Payment by December 31, 2023, but shall not be obligated to do so if the District, in its reasonable judgment, is not in a position to make this partial payment in 2023. Notwithstanding the foregoing, the District shall pay all of the District Payment to Developer not later than March 31, 2024.



4. Default. Time is of the essence hereof, and if any payment or any other covenant or agreement hereof is not made, tendered or performed as herein provided, then the non-defaulting party may seek any and all rights available at law or in equity to enforce any appropriate remedy, including without limitation the right to specific performance. It is the intent of the parties that, in any action for damages, whether instituted by Developer or District, the defaulting party shall not be responsible or liable for any consequential damages incurred by the non-defaulting party, nor shall the defaulting party be liable for punitive damages.

Notwithstanding the foregoing, no party hereto shall be deemed to be in default or breach hereof until such time as the non-defaulting party provides to the defaulting party not less than ten (10) days written notice of such default and the defaulting party fails to cure or correct such default within such ten day period. In the event that the default is incapable of being corrected or cured within such ten day period, a party shall not be in default hereunder if, within such ten days, the party commences in good faith and thereafter diligently pursues to completion the necessary action to cure or correct the default. This latter provision does not apply to a monetary default.

5. Developer Condition on Acceptance By District. It is the intent of the Parties that, as is typical of parks constructed by developers and subsequently accepted by the District, that the District will manage, maintain and repair the Phase 2 Neighborhood Park in perpetuity, as the quasi-municipal entity it is. The Parties agree and acknowledge, however, that the Phase 2 Neighborhood Park is not typical of other parks throughout the District due to the athletic and community amenities therein, and ongoing maintenance obligations associated therewith, as well as due to the District's willingness to fund a portion of the construction of the Phase 2 Neighborhood Park through park fees previously paid by Developer. As such, Developer expressly conditions its conveyance of ownership and control of the Phase 2 Neighborhood Park upon the District's ongoing entitlement to all revenue generated through the programing and use of fee-generating facilities within the Phase 2 Neighborhood Park. Should such revenue streams be diverted to entities or persons other than the District, absent written agreement signed by all Parties hereto, Developer shall retake ownership, possession and control of the Phase 2 Neighborhood Park. This term and condition shall be read and interpreted as a "reverter" clause, running with the land described on **Exhibit 3**, and providing Developer with the right to re-establish ownership and control of such land upon violation of the terms and conditions herein.

6. Further Instruments. Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any applicable governmental authorities.



7. Governing Law. The parties hereto hereby expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled by the laws of the State of Colorado.

8. Entire Agreement - Alteration or Amendment. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. Any and all prior agreements, whether written or oral are superseded hereby and are deemed null and void and of no effect. The parties are not bound by any agreements, understandings, conditions or inducements otherwise than are as expressly referenced, set forth, or stipulated hereunder. No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same shall be in writing and signed by the parties hereto.

9. Assignment. This Agreement is personal to Developer and District and they shall have no right to assign or transfer its rights hereunder without the prior written consent of the other, which consent may be granted or withheld in the sole discretion of the non-assigning party. Except as provided above, this Agreement shall be binding upon, and inure to the benefit of, Developer and District and their respective permitted successors and assigns.

10. Recording. Because this Agreement contains terms, conditions and covenants affecting and running with real property, including but not limited to those contained in Paragraph 5, above, this Agreement shall be recorded in the office of the Clerk and Recorder for El Paso County, Colorado.

11. Attorneys' Fees. In the event that any party commences any action or proceeding against the other in order to enforce the provisions hereof or in order to obtain damages for the alleged breach of any of the provisions hereof, the prevailing party therein shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

12. Relationship of Parties. Nothing contained herein shall make Developer an agent or partner of District, nor shall make District an agent or partner of Developer.

13. Release/Indemnification. Developer, its respective employees, contractors and representatives, hereby agree to release, discharge, indemnify and hold harmless the District, and its officers, directors, employees and agents ("Indemnitees"), from and against any and all liability for any damages, injuries to the person or property of District or Developer (including but not limited to the Improvements), or any third party, causes of action, demands, or actions of whatsoever kind or nature arising out of or related in any way to this Agreement, unless and to the extent any such damages are proximately caused by the District's negligent acts or omissions, or intentional misconduct. Developer

must give the District timely and reasonable notice of any such claims or actions. Notwithstanding the foregoing, the District expressly reserves any and all of the protections, defenses, and limitations that may be afforded under the Colorado Governmental Immunity Act. Additionally, Developer understands and agrees that the District and its officers, directors, employees and agents must not be liable for incidental or consequential damages of any kind, including, without limitation, loss of use, lost profits, or increased costs of purchased or replacement materials and equipment caused by either party and concerning any of the properties involved or the Improvements. Nothing in this Agreement will be interpreted to limit or prevent the protections afforded the District under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

Agreed to as of the day and year first above written, El Paso County, State of Colorado.

**COLLIN ELITE 1, LLC,**  
A Texas Limited Liability Company

BY: Elite Properties Of America, Inc.,  
a Colorado Corporation  
ITS: Development Manager

BY: \_\_\_\_\_  
Douglas M Stimple, CEO, Elite Properties of  
America, Inc., a Colorado corporation

**TRIVIEW METROPOLITAN DISTRICT**

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



## Monument, CO

DATE: 08/20/2008  
PROJECT PGR: A. SARGENT  
REVISION: A. SARGENT

NOT FOR  
CONSTRUCTION

50% CONSTRUCTION  
DOCUMENTS

DATE	BY	REVISION
04/14/2022	MP	REVISED PER CLIENT'S COMMENTS

LANDSCAPE PLAN

LS 1.0

04



## RESOLUTION 2023-07

### RESOLUTION OF THE BOARD OF DIRECTORS OF TRIVIEW METROPOLITAN DISTRICT EXCLUDING TRACTS D AND E OF THE CONEXUS FILING NO. 2 FROM THE DISTRICT

WHEREAS, the Board of Directors for the Triview Metropolitan District ("District") has received a Petition for Exclusion to remove real property located with the boundaries of the District and its service area. The Petition for Exclusion and its attachment are part of the record. The name and address of the petitioning party ("Petitioner") is as follows:

Conexus, LLC  
2 N. Cascade Ave, Suite 1280  
Colorado Springs, Colorado 80903

The legal description of the real property that is the subject matter of the Petition for Exclusion is Tracts D and E of the Conexus Filing No. 2, recorded at Reception No. 222715014 with the El Paso County Clerk and Recorder and is shown on the attached **Exhibit A** ("Subject Property");

WHEREAS, the District recognizes that Petitioner is the 100% owner of the Subject Property;

WHEREAS, notice of the Petition for Exclusion and this public hearing was given on August 15, 2023, in the Colorado Springs Gazette.

WHEREAS, the District has investigated this matter and has determined that the assertions of the Petition for Exclusion are true, and that exclusion of the Subject Property is appropriate, is not detrimental to the District, is in the best interest of the District, and conforms to the statutory requirements set forth in § 32-1-501, C.R.S., to wit:

Best Interest: The Subject Property is of such a nature as to be of limited developable quality at this time and, as such, has limited potential to generate tax revenue for the District. The District would be relieved from any responsibilities to maintain the Subject Property if excluded. The Subject Property may potentially be transferred by Petitioner to the Town of Monument for open space purposes or other uses to benefit the public. Such public benefit is good for the community while also relieving the District of any responsibility for the Subject Property, which is beneficial for the District.

Cost and Benefit: The Subject Property will not be hindered in any way by the exclusion from the District as the Subject Property has minimal developable value.

Provision of Service by District: As the Subject Property appears to be minimally developable, the District would find it difficult to economically and sufficiently



provide services to the Subject Property.

Provision of Service by Others: As the Subject Property appears to be minimally developable and is looking to be utilized for public purposes by the Town of Monument, there should be no issue with the Town of Monument providing any necessary services that may arise for the Subject Property.

Economic Conditions: The District foresees no meaningful economic impact or employment impact for excluding the Subject Property.

Alternative: As service needs for the Subject Property will likely be minimal in the future, if at all, and since the Subject Property may be transferred to the Town of Monument, there is not a more economically feasible alternative to the exclusion of the Subject Property.

Additional Cost: The District foresees no additional cost or levy on other property within the District to make up for the exclusion of the Subject Property.

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

1. The Petition for Exclusion submitted by the Petitioner is approved and the **Exhibit A** real property (i.e. Subject Property) is hereby excluded from the boundaries of the District, subject to the Order of the District Court of El Paso County and subject to Paragraph 2, below.

2. The District is already the owner of the Denver Basin groundwater underlying the Subject Property. However, in order to keep El Paso County records and title sufficiently clear, Petitioner shall deed to Triview all underlying Denver Basin groundwater by deed that is the same as or substantially similar to the attached **Exhibit B**. As such, the District will not seek an order of the District Court of El Paso County excluding the Subject Property until such deed is received from the Petitioner.

3. The Subject Property shall no longer be subject to future taxes, levies, or other assessments of the District.

4. The Subject Property shall be relieved of any responsibility for prior bonded indebtedness as the Subject Property's tax contribution to retiring such bonded indebtedness is negligible.

5. The Subject Property and its owners shall no longer be bound by all existing and future rules, regulations, rate structures, and policies of the District.



THEREFORE, this Resolution was enacted by the Board of Directors of the Triview Metropolitan District on this 17<sup>th</sup> day of August, 2023, at the Board's regular meeting where a quorum was present, and proper public notice having been made. This Resolution shall be effective immediately.

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Mark Melville, District President

ATTEST:

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James Barnhart, District Secretary

**PETITION FOR THE EXCLUSION OF REAL PROPERTY  
FROM THE TRIVIEW METROPOLITAN DISTRICT**  
(Tracts D and E of Conexus Filing No. 2)

TO: The Board of Directors Triview Metropolitan District  
County of El Paso, State of Colorado

COMES NOW the undersigned Petitioner, Conexus, LLC, a Colorado limited liability company ("Conexus" or "Petitioner"), and hereby petitions the Triview Metropolitan District by and through its Board of Directors, that the hereinafter described real property be excluded from Triview Metropolitan District, and in support of this Petition states and represents as follows:

1. That the Petitioner is the owner of the real property located in the County of El Paso, State of Colorado, which is the subject of this Petition and is hereinafter referred to as Tracts D and E of Conexus Filing No. 2, being a portion of the overall owned property of Petitioner consisting of some approximately 24.21 acres, with such tracts shown on the **Exhibit 1** filed plat attached hereto ("Subject Property").

2. That the undersigned Petitioner has good, rightful, proper and lawful authority to bring this Petition affecting the Subject Property, and that there are no lienholders on the Subject Property. Petitioner, as 100% fee owner of the Subject Property, assents to the exclusion of the Subject Property from the Triview Metropolitan District.

3. That by the execution of this Petition the Petitioner assents to and formally requests the exclusion of the Subject Property from the Triview Metropolitan District.

4. That by execution of this Petition the Petitioner agrees and understands that the Property shall be removed from the Triview Metropolitan District and that such removal will result in all services provided by Triview Metropolitan District no longer available for the Subject Property. Additionally, the Petitioner agrees and understands that if the Subject Property is removed from the Triview Metropolitan District, there is no guarantee or warranty by Triview Metropolitan District that future inclusion of the Subject Property back into the district would be approved if Petitioner desires such in the future.

5. The Subject Property contains and mostly consists of the river channel and floodplain of Dirty Women Creek. Due to this, the Subject Property is unlikely to be developable in the reasonable future and would be best served as a publicly accessible open space. Petitioner seeks to transfer the Subject Property to the Town of Monument in order for the Town of Monument to create and maintain a publicly accessible open space.

6. As the Subject Property is not likely to be developed and instead transferred to the Town of Monument to be turned into a publicly accessible open space, the services of Triview Metropolitan District will not be needed for the Subject Property and, as such,



the Subject Property would be unlikely to provide taxable or revenue benefit to the Triview Metropolitan District.

9. That this Petition is brought pursuant to Section 32-1-501 of the Colorado Revised Statutes, and that said Petition is signed by the authorized signatory below and presented for consideration by the Triview Metropolitan District.

WHEREFORE, the Petitioner respectfully requests that necessary action be taken by the Triview Metropolitan District, through its Board of Directors, to effect the exclusion of the Subject Property from the Triview Metropolitan District, and that the Board of Directors of Triview Metropolitan District enter an order and resolution excluding the Subject Property from the aforementioned subject Special District; and that an appropriate order be entered by the District Court in and for the County of El Paso, State of Colorado, wherein the Triview Metropolitan District was established, ordering and decreeing the Subject Property excluded from the said Triview Metropolitan District; and that upon the entry of such Order the subject real property be thereupon and thereafter removed from the Triview Metropolitan District.

SUBMITTED this \_\_\_\_\_ day of \_\_\_\_\_ 2023, El Paso County, State of Colorado.

CONEXUS

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023  
by \_\_\_\_\_ as \_\_\_\_\_ for Conexus, LLC.

Witness my hand and official seal.

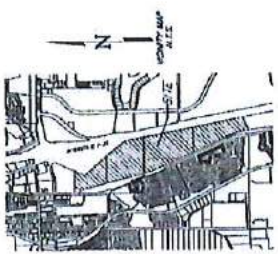
My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

EXHIBIT 1 - Petition to Exclude Tracts D & E

CONEXUS FILING NO. 2  
15014  
A PORTION OF SECTIONS 14 AND 23, IN TOWNSHIP 11 SOUTH  
RANGE 67 WEST OF THE 6TH P.M.  
TOWN OF MONUMENT, EL PASO COUNTY, COLORADO



CONEXUS FILING NO. 2  
15014  
A PORTION OF SECTIONS 14 AND 23, IN TOWNSHIP 11 SOUTH  
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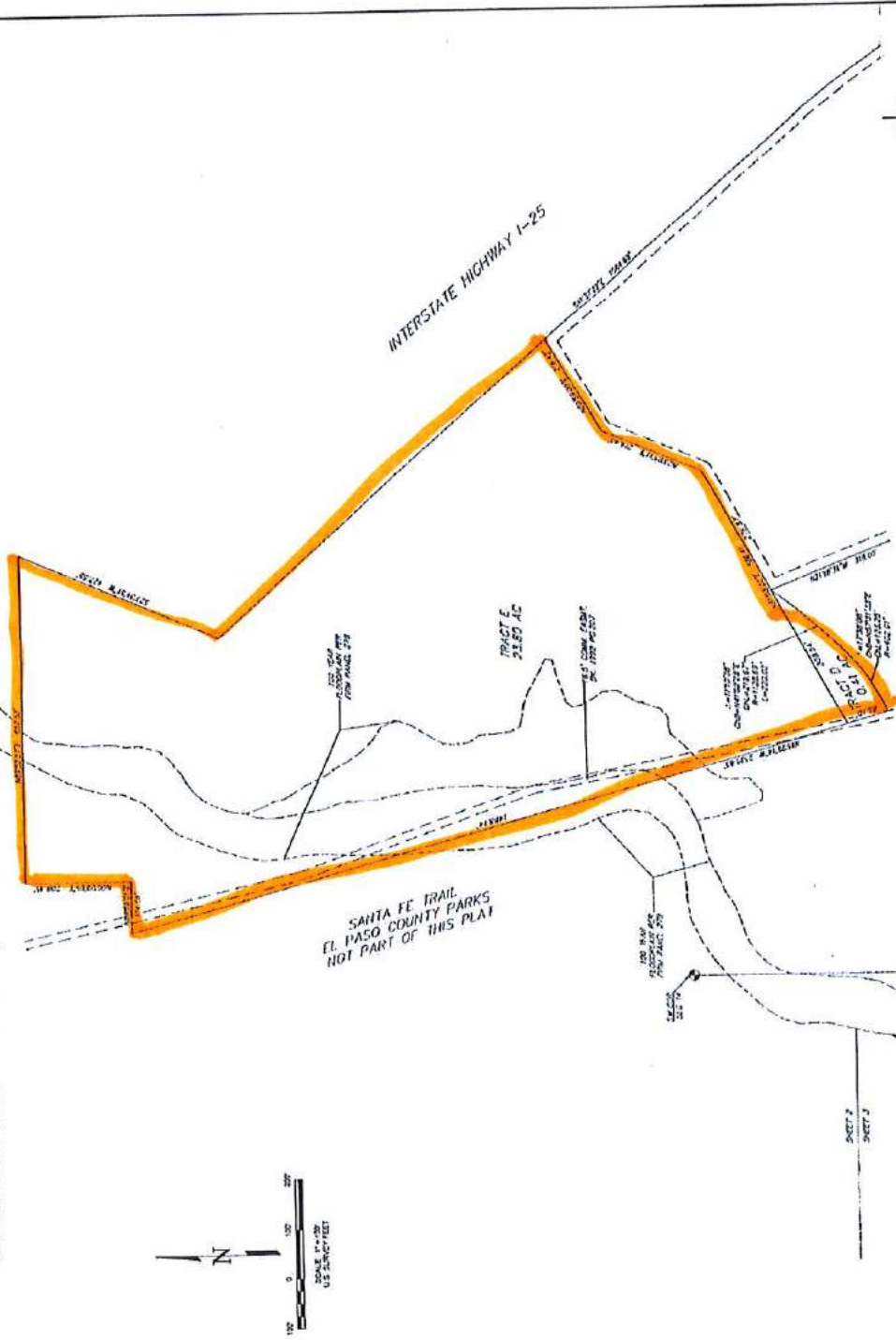
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TIME: 10:00 AM  
FILED: 10/15/2022  
COUNTY: EL PASO  
TOWNSHIP: 11 SOUTH  
RANGE: 67 WEST  
SECTION: 14 AND 23  
FILING NO: 15014  
FILER: CONEXUS FILING NO. 2



# EXHIBIT 1 - Petition to Exclude Tracts D & E

15014

**CONEXUS FILING NO. 2**  
 A PORTION OF SECTIONS 14 AND 23, IN TOWNSHIP 11 SOUTH  
 RANGE 67 WEST OF THE 6TH P.M.  
 TOWN OF MONUMENT, EL PASO COUNTY, COLORADO



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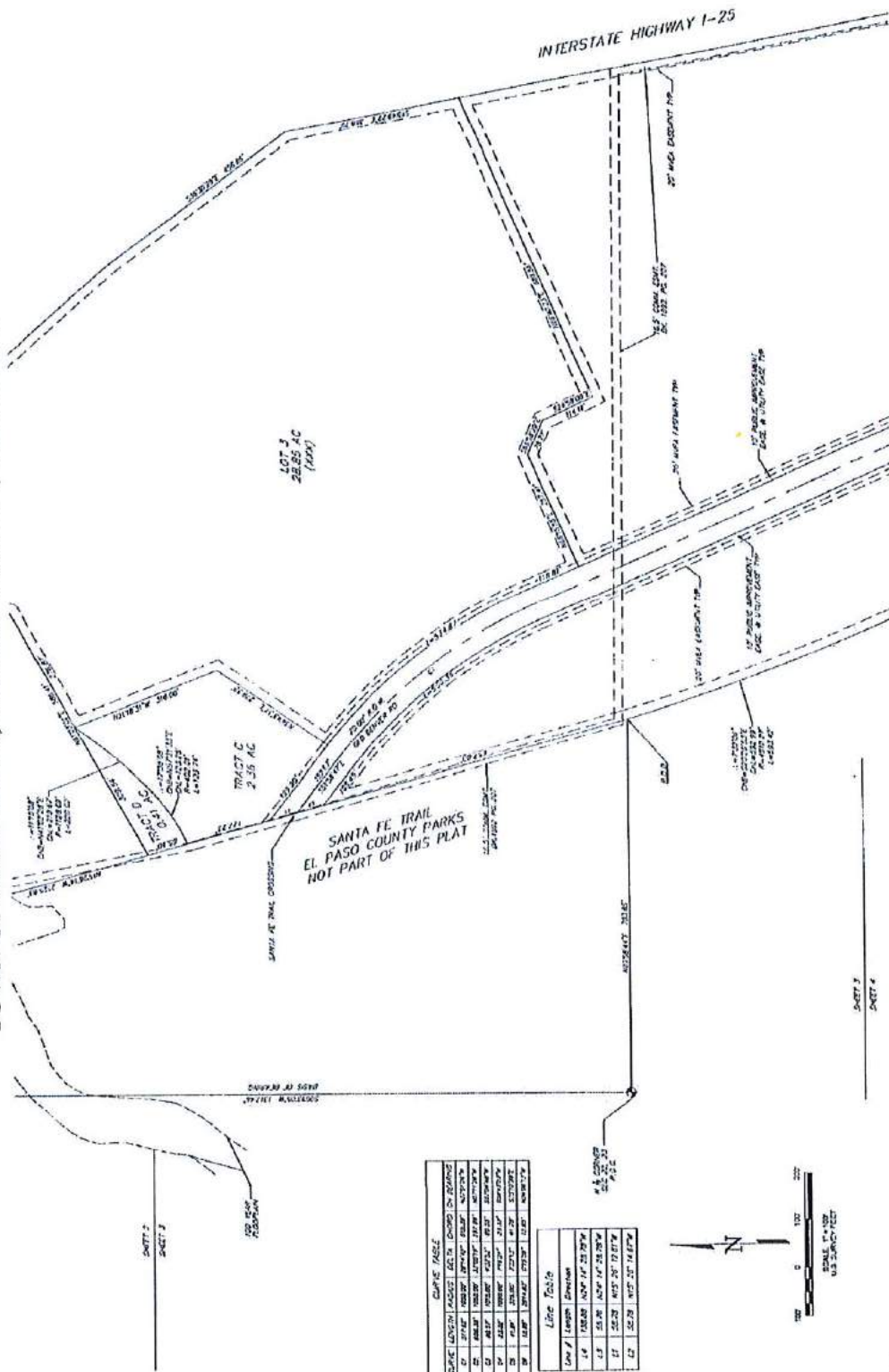
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## 15014

**CONEXUS FILING NO. 2**

A PORTION OF SECTIONS 14 AND 23, IN TOWNSHIP 11 SOUTH  
RANGE 67 WEST OF THE 6TH P.M.  
TOWN OF MONUMENT, EL PASO COUNTY, COLORADO

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100

DATE	2008/07/25
NAME	2008/07/25
TIME	2008/07/25
TIME	2008/07/25



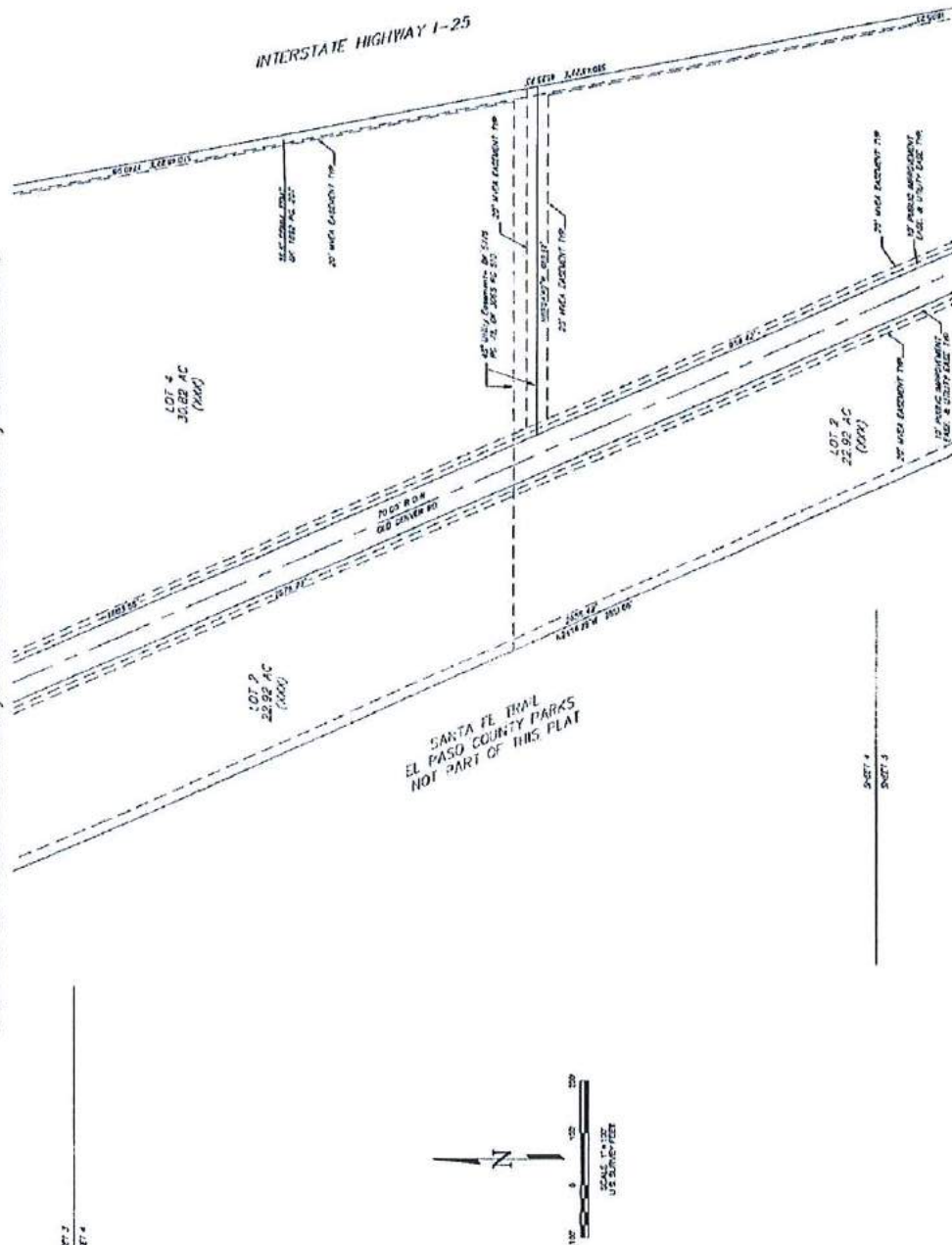
**CENTENIAL**  
**LAND SURVEYING**  
601 LINDEN BLVD.  
ANN ARBOR, MI 48106-1001  
(313) 487-6300



# EXHIBIT 1 - Petition to Exclude Tracts D & E

15014

## CONEXUS FILING NO. 2 A PORTION OF SECTIONS 14 AND 23, IN TOWNSHIP 11 SOUTH RANGE 67 WEST OF THE 6TH P.M. TOWN OF MONUMENT, EL PASO COUNTY, COLORADO



DATE	BY	REVISION
05/20/2014	CONEXUS	1
05/20/2014	CONEXUS	2
05/20/2014	CONEXUS	3
05/20/2014	CONEXUS	4
05/20/2014	CONEXUS	5
05/20/2014	CONEXUS	6
05/20/2014	CONEXUS	7
05/20/2014	CONEXUS	8
05/20/2014	CONEXUS	9
05/20/2014	CONEXUS	10

# EXHIBIT 1 - Petition to Exclude Tracts D & E

15014

## CONEXUS FILING NO. 2

A PORTION OF SECTIONS 14 AND 23, IN TOWNSHIP 11 SOUTH  
RANGE 67 WEST OF THE 6TH P.M.  
TOWN OF MONUMENT, EL PASO COUNTY, COLORADO

SHEET 4  
SHEET 5

LOT 2  
22.92 AC  
(TAX)

LOT 1  
19.05 AC  
(TAX)

20' WIDE EASEMENT FOR  
10' PUBLIC IMPROVEMENT,  
10' UTILITY EASEMENT

20' WIDE EASEMENT FOR  
10' PUBLIC IMPROVEMENT,  
10' UTILITY EASEMENT

INTERSTATE HIGHWAY I-25

INTERSTATE HIGHWAY I-25

SANTA FE TRAIL  
EL PASO COUNTY PARKS  
NOT PART OF THIS PLAT



1 OF 6
FILED
2025
EL PASO COUNTY
RECORDED
DATE



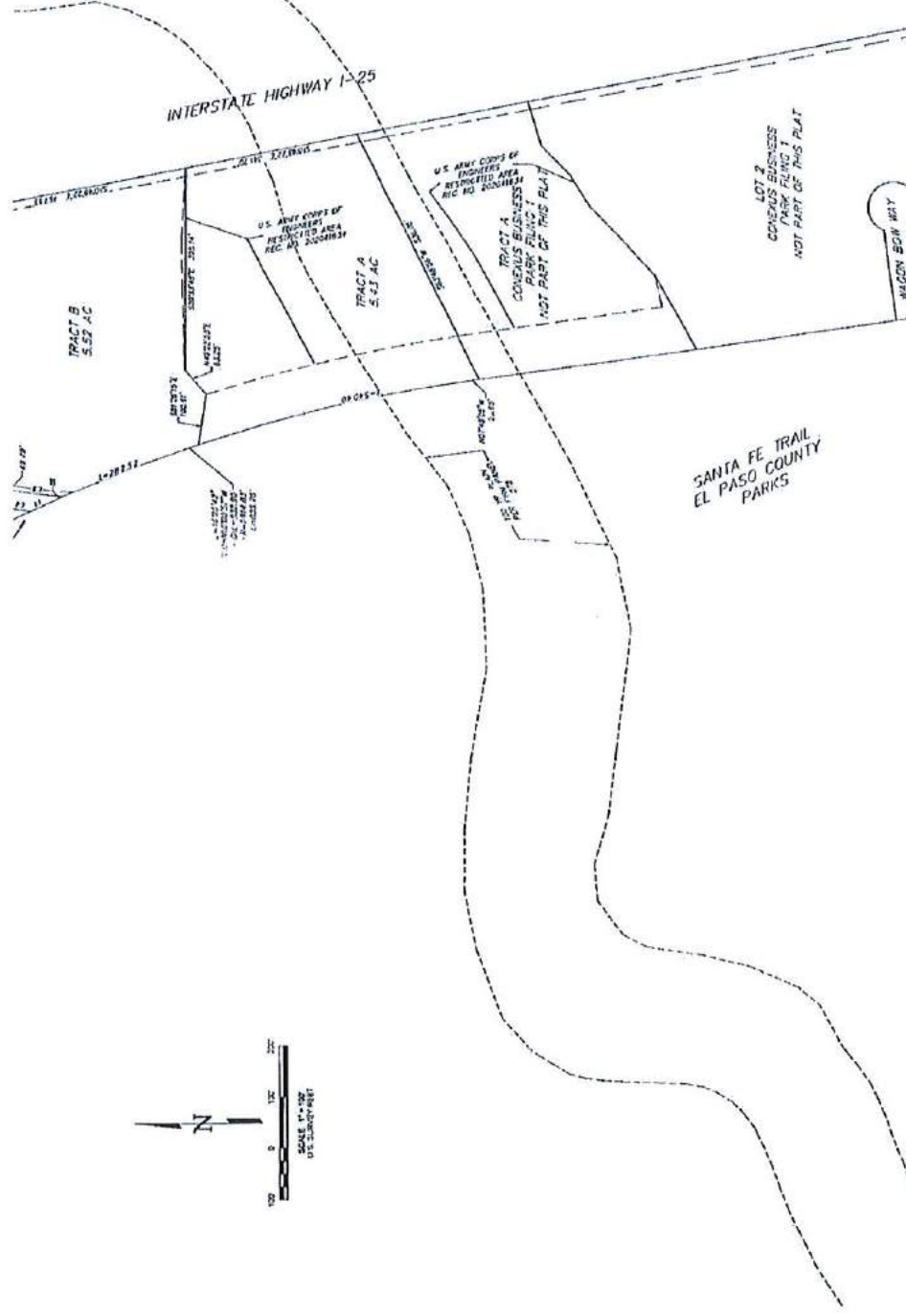


# EXHIBIT 1 - Petition to Exclude Tracts D & E

15014

## CONEXUS FILING NO. 2

A PORTION OF SECTIONS 14 AND 23, TOWNSHIP 11 SOUTH  
RANGE 67 WEST OF THE 6TH P.M.  
TOWN OF MONUMENT, EL PASO COUNTY, COLORADO



DATE	BY
10/10/2000	W. J. JACOBSON
10/10/2000	W. J. JACOBSON
10/10/2000	W. J. JACOBSON

# EXHIBIT B

Resolution to Exclude Conexus Filing No.  
2 Tracts D and E

## QUITCLAIM DEED (water)

**THIS DEED**, made this \_\_\_\_ day of \_\_\_\_\_, 2023, between CONEXUS, LLC, a Colorado limited liability company, whose address is 2 N Cascade Avenue, Colorado Springs, Colorado 80903 ("Grantor") and TRIVIEW METROPOLITAN DISTRICT whose address is P.O. Box 849, Monument, Colorado 80132 ("Grantee"):

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

Any and all water and water rights and rights to extract and use groundwater, whether tributary, not-tributary, or nontributary, whether vested, inchoate or otherwise, including, but not limited to, rights to the withdrawal and use of groundwater in the Dawson aquifer, Denver aquifer, Arapahoe aquifer, and Laramie-Fox Hills aquifer of the Denver Basin formation, including the water set forth in **Exhibit A**, associated with, upon, underlying or appurtenant to the real property more specifically described in the attached **Exhibit B** legal description totaling approximately 169.282 acres.

**TOGETHER**, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee, its heirs and assigns forever. The Grantor, for itself, its heirs, personal representatives, successors and assigns does hereby quitclaim all interests, if any, in said premises to Grantee, its heirs, personal representatives and assigns.

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



CONEXUS, LLC

By: \_\_\_\_\_  
Print Name and Title

Signature: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August, 2023, by \_\_\_\_\_ as \_\_\_\_\_ of Conexus, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

(Seal)

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

## EXHIBIT A TO QUITCLAIM DEED

(Denver Basin Aquifer Approximate Amounts)

### **Dawson Aquifer:**

4,909 acre-feet (49.09 acre-feet annually for 100 years) as proportional allocation based on the water right adjudication in Case No. 82CW22, District Court, Water Division 2.

### **Denver Aquifer, Actual Replacement:**

2,148 acre-feet (21.48 acre-feet annually for 100 years) as proportional allocation based on the water right adjudication in Case No. 85CW13, District Court, Water Division 2.

### **Denver Aquifer, 4% Replacement:**

10,137 acre-feet (101.37 acre-feet annually for 100 years) as proportional allocation based on the water right adjudication in Case No. 85CW13, District Court, Water Division 2.

### **Arapahoe Aquifer, Not-Nontributary:**

1,130 acre-feet (11.3 acre-feet annually for 100 years) as proportional allocation based on the water right adjudication in Case No. 87CW40, District Court, Water Division 2.

### **Arapahoe Aquifer, Nontributary:**

8,840 acre-feet (88.4 acre-feet annually for 100 years) as proportional allocation based on the water right adjudication in Case No. 81CW173, District Court, Water Division 2.

### **Laramie-Fox Hills Aquifer, Nontributary:**

5,006.5 acre-feet (50.065 acre-feet annually for 100 years) as proportional allocation based on the water right adjudication in Case No. 81CW173, District Court, Water Division 2.



## EXHIBIT B TO QUITCLAIM DEED

(Legal Description of Conexus Property)

### TRACT 1

#### PARCEL OF LAND

A TRACT OF LAND LOCATED IN PORTIONS OF SECTIONS 14, 23 AND 26 OF TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH/ P.M., TOWN OF MONUMENT, COUNTY OF EL PASO STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

#### BASIS OF BEARING

N 89°24'51" E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH/ P.M. AS SHOWN ON AN ALTA SURVEY AS RECORDED UNDER RECEPTION NO. 207900074 OF THE RECORDS OF SAID EL PASO COUNTY.

COMMENCING AT THE SOUTH ¼ CORNER OF SAID SECTION 26; THENCE N 89°24'51" E ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 329.30';

THENCE N 07°48'05" W, A DISTANCE OF 3385.70 TO A POINT;

THENCE CONTINUE N 07°48'05" W, A DISTANCE OF 2003.37' TO THE POINT OF BEGINNING;

THENCE CONTINUE N 07°48'05" W A DISTANCE OF 23.64' TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 2914.83' A DELTA ANGLE OF 16°25'43", AN ARC DISTANCE OF 835.78';

THENCE N 24°14'29" W, A DISTANCE OF 1401.68';

THENCE CONTINUE N 24°14'29" W, A DISTANCE OF 624.41' TO A POINT;

THENCE CONTINUE N 24°14'29" W, A DISTANCE OF 824.97' TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 4512.27', A DELTA ANGLE OF 07°32'06" AND AN ARC DISTANCE OF 593.42';

THENCE N 15°26'14" W, A DISTANCE OF 1467.41' TO A POINT;

THENCE CONTINUE N 15°26'14" W, A DISTANCE OF 1058.42';

THENCE N 89°59'01" E, A DISTANCE OF 104.58';

THENCE N 00°09'05" E, A DISTANCE OF 208.35';

THENCE N 89°52'57" E. A DISTANCE OF 657.52' TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF INTERSTATE I-25;

THENCE ALONG SAID WESTERLY RIGHT-OF WAY FOR SEVEN (7) COURSES;

1. S 23°34'51" W, A DISTANCE OF 427.55';
2. THENCE S 41°37'22" E, A DISTANCE OF 1117.93' TO A POINT;
3. THENCE CONTINUE S 41°37'22" E, A DISTANCE OF 466.76';
4. THENCE S 36°30'29" E, A DISTANCE OF 456.86';
5. THENCE S 10°48'22" E, A DISTANCE OF 712.90';
6. THENCE CONTINUE S 10°48'22" E, A DISTANCE OF 1910.74' TO A POINT;
7. THENCE CONTINUE S10°48'22" E, A DISTANCE OF 1900.10';

THENCE S 63°48'56" W, A DISTANCE OF 536.06' TO THE POINT OF BEGINNING, CONTAINING A CALCULATED AREA OF 6,358,997.69 SQUARE FEET (145.98 ACRES) MORE OR LESS.

**TRACT 2**

A TRACT OF LAND DESCRIBED AT RECEPTION NO. 218056753 OF THE RECORDS OF EL PASO COUNTY, COLORADO, LOCATED IN THE NORTH ONE-HALF (N1/2) OF SECTION 26 AND THE SOUTH ONE-HALF (S1/2) OF SECTION 23, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 218056753; (BEARINGS AS USED HEREIN ARE BASED ON AN ALTA/ACSM LAND TITLE SURVEY BY RAYMOND PECHEK, P.L.S. NO. 24964 OF URS AND DEPOSITED JUNE 1, 2007 AT DEPOSIT NUMBER 207900074 OF THE MONUMENTED SURVEY PLOTS),

THENCE N07°48'05"W (N08°06'58"W OF RECORD) ON THE COMMON LINE BETWEEN SAID TRACT OF LAND AND THE FORMER RIGHT-OF-WAY LINE OF THE ATCHISON, TOPEKA AND SANTO FE RAILROAD, A DISTANCE OF 2003.37 FEET (2003.32 FEET OF RECORD) TO THE NORTHWEST CORNER OF SAID TRACT OF LAND;

THENCE N63°48'56"E (N63°31'12"E OF RECORD) ON THE NORTHERLY LINE OF SAID TRACT OF LAND, 536.06 FEET (536.92 FEET OF RECORD) TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 25, AND THE NORTHEAST CORNER OF SAID TRACT OF LAND;

THENCE S10°48'22"E (S11°07'12"E OF RECORD) ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1625.63 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND;

THENCE S39°26'53"W (S39°10'15"W OF RECORD), ON THE SOUTHERLY LINE OF SAID TRACT OF LAND, A DISTANCE OF 808.82 FEET (809.47 FEET OF RECORD) TO THE POINT OF BEGINNING AND CONTAINING 23.302 ACRES OF LAND, MORE OR LESS.





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**  
**August 17, 2023**

**Paid Invoices Over \$5,000 For 2023**

- 1. Donala Water & Sanitation District \$59,298.24**  
Enterprise Fund –Wastewater Operations –Wastewater-System-Wastewater -  
TF/Donala/IGA
- 2. Donala Water & Sanitation District \$25,000.00**  
Enterprise Fund – Professional Services – Engineering – ASR Study Match Funds for  
CWC Grant
- 3. Monson, Cummins & Shohet, LLC \$12,488.50**  
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet
- 4. Kiewit Infrastructure Co. \$2,516,801.64**  
Capital Project –Enterprise – Water Improvements – Northern Delivery System
- 5. LRE Water \$5,492.02**  
Capital Project – Enterprise - Water Improvements – Pueblo Reservoir - Excess  
Capacity Leasing & Permitting
- 6. Visual Environments Inc. \$7,020.00**  
Enterprise Fund – Professional Services - Engineering
- 7. Brownstein Hyatt Farber Schreck, LLP \$80,129.10**  
Capital Project - Enterprise – Water Improvements – AVIC (2 invoices- June & July)

- 8. Brownstein Hyatt Farber Schreck, LLP** **\$16,072.34**  
Capital Project –Enterprise – Water Improvements– Bale Ditch -Water Rights  
(2 invoices – June & July)
- 9. Brownstein Hyatt Farber Schreck, LLP** **\$8,958.50**  
Capital Project –Enterprise – Water Improvements – Pueblo County 1041 Permit
- 10. H.C. Peck & Associates, Inc.** **\$8,000.00**  
Capital Project –Enterprise – Water Improvements — Northern Delivery System
- 11. Deere & Ault** **\$13,058.67**  
Capital Project –Enterprise – Water Improvements – South Reservoir – Temporary  
Outlet
- 12. Haynie & Company** **\$8,000.00**  
General/Enterprise Fund – Administrative – Audit Fees
- 13. Knaster Technology Group** **\$5,950.00**  
Capital Project – General – Utilities – Software – Cash Receipts
- 14. White Bear Ankele Tanaka & Waldron** **\$6,802.94**  
General Fund – Professional Services – Legal Fees
- 15. RESPEC Company LLC** **\$29,869.92**  
Capital Project –Enterprise – Water Improvements — Northern Delivery System
- 16. RESPEC Company LLC** **\$11,070.00**  
General Fund – Professional Services – Professional Services Engineering
- 17. Pueblo County** **\$367,000.00**  
Capital Project –Enterprise – Water Improvements – Pueblo County 1041 Permit  
(2 invoices)
- 18. Carollo Engineers** **\$37,748.25**  
Enterprise Fund – Professional Services – Professional Services Engineering  
(2 invoices)



- 19. A Green Image, LLC** **\$14,695.00**  
General Fund – Parks & Open Space – Lawn Fertilizer, Tree fertilizer & Weed Control Program
- 20. MCM Inc.** **\$26,462.72**  
Capital Project –Enterprise – Water Improvements – South Reservoir Improvements
- 21. Groninger Concrete** **\$11,537.00**  
General Fund – Streets Operations & Maintenance – District Sidewalk Repair/ADA Ramps
- 22. Kimley Horn** **\$52,060.00**  
Capital Project – General – Other Financing Sources – Higby Road – Developer Contribution – Escrow
- 23. Kiewit Infrastructure Co.** **\$175,273.20**  
Capital Project – General– Park & Street Improvements – Overlay Parking Lot at Public Works Facility
- 24. Badger Meter** **\$9,304.64**  
Enterprise Fund - Water System – Equipment Meter Supplies/Meter Kits
- 25. HydroLogik** **\$5,484.73**  
Capital Project – Enterprise - Water Improvements – South Reservoir Improvements
- 26. Martin Marietta Materials** **\$270,972.20**  
Capital Project – General – Park & Street Improvements – Remington Hill Overlay

**Total Over \$5,000.00 = \$3,784,549.61**



**TRIVIEW METROPOLITAN DISTRICT**  
**Financial Statements**  
**July 2023**  
**Unaudited**



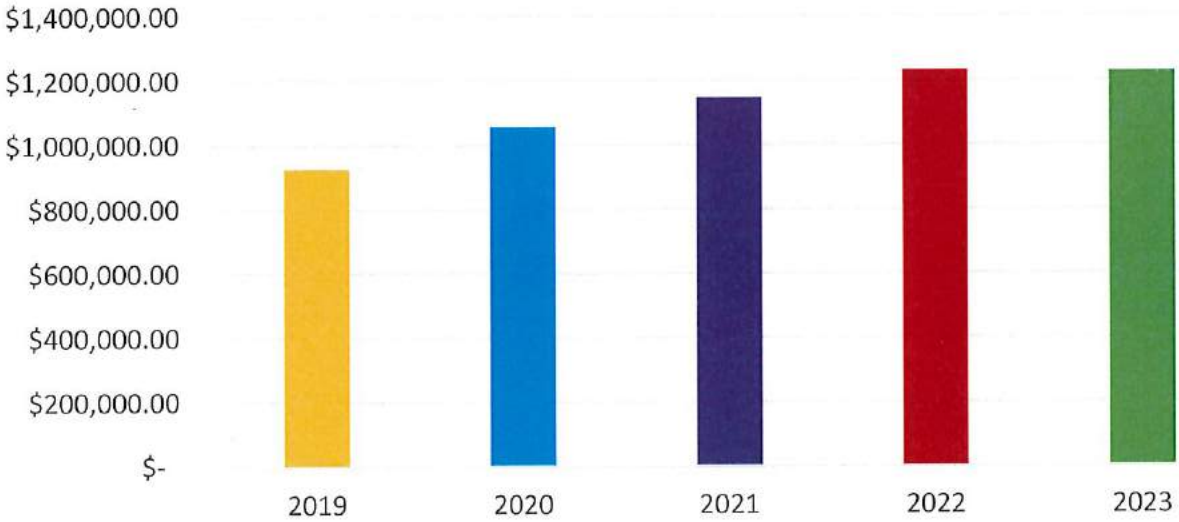
# **TOWN OF MONUMENT**

## **Sales Tax Share**

**Year to Date – June 2023**

**with 2019, 2020, 2021 and 2022**

**Town of Monument**  
Sales Tax Revenue  
June - YTD  
2019 thru 2023





**CASH POSITION**  
**July 31, 2023**

# TRIVIEW METROPOLITAN DISTRICT

## Cash Position - 2023

Fund/Account	Balance Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
<b>General/District Fund Accounts</b>													
<b>General Fund - Checking Account</b>													
KeyBank #1567	781,122	157,255	674,968	438,921	323,096	162,836	278,798	310,173	0	0	0	0	0
Transfer in Process													
<b>General Fund Investment Account - Sales Tax Revenue</b>													
ColoTrust #8002	8,923,994	9,220,331	9,562,918	7,034,418	7,442,439	8,078,662	8,629,858	9,851,883	0	0	0	0	0
Transfer in Process/Pledged Tax	(1,500,000)	(3,000,000)	(5,000,000)					(7,693,000)					
<b>General Fund Cash Accounts</b>	5,205,116	4,377,586	5,237,886	7,473,339	7,765,535	8,241,498	8,908,656	7,169,056	0	0	0	0	0
<b>Enterprise Fund Accounts</b>													
<b>Enterprise Fund - Checking Account</b>													
KeyBank #1575	583,342	839,955	549,293	723,411	1,125,534	750,019	785,322	796,443	0	0	0	0	0
Transfer in Process													
<b>Enterprise Fund Reserve Account</b>													
ColoTrust #8001	8,057,453	8,088,693	8,118,142	12,161,903	12,212,252	12,265,760	10,816,599	7,658,181	0	0	0	0	0
Enterprise Fund - Money Market	4,500,000	5,000,000	5,000,000										
KeyBank #7892	136,546	136,622	136,695	136,776	136,856	136,948	137,038	137,132	0	0	0	0	0
<b>Tap Fee Escrow Account</b>													
ColoTrust #8003	805	808	811	814	817	821	825	828	0	0	0	0	0
<b>Escrow Account-Renewable Water Fees</b>													
ColoTrust #8004 - GL #500-100-102.06	1,815,235	1,822,273	1,828,908	1,836,470	1,844,073	1,852,153	1,860,123	1,888,491	0	0	0	0	0
<b>Escrow Account-Sewer and Water Impact Fees</b>													
ColoTrust #8006 -January corrected.	734,383	737,230	739,914	742,974	746,050	749,319	752,543	755,929	0	0	0	0	0
<b>Enterprise Fund Cash Accounts</b>	15,827,764	16,625,581	16,373,763	15,602,348	16,365,582	15,755,020	14,332,450	11,237,004	0	0	0	0	0
<b>Capital Projects Fund Accounts</b>													
<b>Capital Projects Fund Checking Account</b>													
KeyBank #2516	868,276	632,744	3,948,351	3,476,275	3,280,084	2,349,165	1,883,208	435,546	0	0	0	0	0
<b>Capital Projects Fund-MI-PB Escrow</b>													
KeyBank #3676	243,002	243,002	243,002	226,002	226,002	226,002	226,002	226,002	0	0	0	0	0
<b>Capital Projects Fund-General-Highy Escrow</b>													
KeyBank #9922	2,023,104	2,021,304	1,981,754	1,894,404	1,894,404	1,821,554	1,812,254	1,760,194	0	0	0	0	0
<b>Capital Projects Fund Cash Accounts</b>	3,134,382	2,897,050	6,173,107	5,596,681	5,400,490	4,396,721	3,921,464	2,421,742	0	0	0	0	0
<b>2016 Bond Funds - Restricted</b>													
<b>Series 2016 Bond Fund</b>													
BOK Financial	937,661	940,892	2,187,222	2,194,765	2,203,374	1,304,362	1,309,798	115,165	0	0	0	0	0
Transfer in Process								0	0				
<b>Series 2016 Revenue Fund - (Property Tax)</b>													
BOK Financial	1,236,579	1,228,331	1	1	2	2	2	2	0	0	0	0	0
<b>Bond Funds - Totals - Restricted</b>	2,174,240	2,179,223	2,187,223	2,194,766	2,203,376	1,304,364	1,309,800	115,167	0	0	0	0	0
<b>Total Cash - All Funds</b>	26,341,502	26,079,440	29,971,979	30,867,134	31,734,983	29,097,603	28,492,370	21,242,969	0	0	0	0	0
<b>Month to Month Change</b>		(262,062)	3,892,539	895,155	867,849	(2,037,380)	(1,205,233)	(7,249,401)	0	0	0	0	0

Note 1: Bond interest payments made in May.

Restricted Accounts



# **FUND BALANCE SUMMARY**

**July 31, 2023**

# TRIVIEW METROPOLITAN DISTRICT

July 31, 2023

## Fund Summary

### GENERAL FUND

	Public Works/ Streets	Parks and Open Space	Debt Service	Total
Total Revenue	\$ 2,303,467	\$ 1,594,507	\$ 2,693,468	\$ 6,591,442
Total Expenditures	891,775	657,892	1,016,444	2,566,111
Net Excess (Deficiency)	\$ 1,411,692	\$ 936,615	\$ 1,677,024	\$ 4,025,331
Less: Transfer to Capital Projects Fund				\$ 913,381
Transfer to Enterprise Fund				\$ 522,000
Net Excess (Deficiency) - 2023				\$ 2,589,950
Beginning Fund Balance - January 1, 2023 - unrestricted				\$ 2,509,466
Less: Debt Service - Restricted				\$ 1,677,024
Ending Fund Balance - July 31, 2023 - unrestricted				\$ 3,422,392

### WATER AND WASTEWATER ENTERPRISE FUND

	Water Operations	Wastewater Operations	Debt Service	Total
Total Revenue	\$ 1,597,442	\$ 1,386,516	\$ 943,680	\$ 3,927,638
Transfer from General Fund	-	-	522,000	522,000
Total Expenditures	1,116,023	1,114,188	733,122	2,963,332
Net Excess (Deficiency)	\$ 481,419	\$ 272,328	\$ 732,558	\$ 1,486,306
Less: Transfer to Capital Projects Fund				\$ 4,750,583
Net Excess (Deficiency) - 2023				\$ (3,264,277)
Beginning Fund Balance - January 1, 2023				\$ 17,505,168
Ending Fund Balance - July 31, 2023 - unrestricted				\$ 14,240,891

### CAPITAL PROJECTS - GENERAL FUND

	Total
Total Revenue	\$ -
Plus: Transfer from General Fund	913,381
Total Expenditures	(1,088,141)
Less: Higby Road Escrow	174,760
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2023	\$ -
Ending Fund Balance - July 31, 2023 - unrestricted	\$ -

### CAPITAL PROJECTS - ENTERPRISE FUND

	Total
Total Revenue	\$ 5,434,228
Plus:	
Transfer from Enterprise Fund	4,750,583
MI-PB Escrow	17,000
Total Expenditures	(10,201,811)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2023- unrestricted	\$ -
Ending Fund Balance - July 31, 2023 - unrestricted	\$ -



**GENERAL FUND**  
**Cost Allocation**

**July 31, 2023**

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

**For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Sales Tax/IGA/Town - Estimated	\$ 1,980,000	\$ 941,348	\$ (1,038,652)	48%
Property Tax - Operations	226,890	225,449	(1,441)	99%
Property Tax/IGA/Town	231,000	-	(231,000)	0%
Specific Ownership Tax	198,000	116,545	(81,455)	59%
Auto Tax/IGA/Town - Estimated	165,000	92,491	(72,509)	56%
Interest	66,000	131,957	65,957	200%
Drainage Impact Fees	265,500	268,083	2,583	101%
Road and Bridge Fees	217,144	244,649	27,505	113%
Forest Lakes- Streets/ Parks Maintenance Revenue	60,000	32,226	(27,774)	54%
Use Tax - Construction Material	132,000	230,819	98,819	175%
Use Tax - Town	3,300	4,056	756	123%
Miscellaneous - (includes Safety Grant)	6,600	15,843	9,243	240%
<b>Total Revenue</b>	<b>\$ 3,551,434</b>	<b>\$ 2,303,467</b>	<b>\$ (1,247,967)</b>	<b>65%</b>
<b>EXPENDITURES</b>				
<u><b>Legislative</b></u>				
Directors' Fees	\$ 6,930	\$ 1,650	\$ 5,280	24%
FICA and Unemployment	554	132	422	24%
Workers Compensation Insurance	35	19	16	55%
<b>Total Legislative</b>	<b>\$ 7,519</b>	<b>\$ 1,801</b>	<b>\$ 5,718</b>	<b>24%</b>
<u><b>General and Administrative</b></u>				
<u><b>Salaries and Benefits</b></u>				
Salaries/Wages	\$ 179,837	\$ 62,658	\$ 117,179	35%
Unemployment Insurance	693	607	86	88%
Workers' Compensation Insurance	340	149	191	44%
Health and Dental Insurance	19,460	9,932	9,528	51%
Employer's FICA	9,513	3,841	5,672	40%
Employer's Medicare	2,608	920	1,688	35%
Retirement	2,888	642	2,246	22%
Life and Disability Insurance	2,099	517	1,582	25%
<b>Total Salaries and Benefits</b>	<b>\$ 217,437</b>	<b>\$ 79,266</b>	<b>\$ 138,172</b>	<b>36%</b>
<u><b>Professional Services</b></u>				
Professional Services-Engineering	\$ 39,600	\$ 19,369	\$ 20,231	49%
Professional Services-Public Relations	19,800	8,442	11,358	43%
Legal Fees/Monson, Cummins & Shohet	6,600	2,657	3,943	40%
Legal Fees	49,500	29,423	20,077	59%
<b>Total Professional Services</b>	<b>\$ 115,500</b>	<b>\$ 59,891</b>	<b>\$ 55,609</b>	<b>52%</b>
<u><b>General Administration</b></u>				
Accounting Services	\$ 33,000	\$ 23,469	\$ 9,531	71%
Audit Fees	8,250	5,610	2,640	68%
Conference, Class and Education	4,950	92	4,858	2%
Dues, Publications and Subscriptions	5,940	3,827	2,113	64%
Election	19,800	34,436	(14,636)	174%
IT Support	14,520	13,176	1,344	91%
Office Equipment and Supplies	3,960	4,955	(995)	125%
Publication - Legal Notice	990	-	990	0%



**TRIVIEW METROPOLITAN DISTRICT  
GENERAL FUND**

**PUBLIC WORKS/STREETS  
For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
Repairs and Maintenance	1,320	1,498	(178)	114%
Telephone Service	17,556	12,760	4,796	73%
Travel and Meeting Expense	3,300	1,373	1,927	42%
Office Overhead (COA, utilities, rent, etc.)	27,720	15,810	11,910	57%
General Insurance	31,246	32,225	(979)	103%
Tax Collection Expense - Operations	3,403	3,383	20	99%
Vehicle Expense	660	8,419	(7,759)	1276%
Stormwater Detention Pond Assessment	-	-	-	0%
Contingency/Emergency Reserves/Miscellaneous	6,600	5,867	733	89%
Total General Administration	<u>\$ 183,215</u>	<u>\$ 166,900</u>	<u>\$ 16,315</u>	<u>91%</u>
<b>Total General Administrative, Legislative and Professional Services</b>	<u><b>\$ 523,671</b></u>	<u><b>\$ 307,858</b></u>	<u><b>\$ 215,814</b></u>	<u><b>59%</b></u>

**Operations**

**Salaries and Benefits- Streets and Parks**

Salaries/Wages	\$ 514,430	\$ 297,913	\$ 216,517	58%
Salaries/Wages - Seasonal	16,500	13,220	3,280	80%
Overtime/On-call	13,200	11,005	2,195	83%
Unemployment Insurance	1,980	730	1,250	37%
Workers' Compensation Insurance	11,880	9,160	2,720	77%
Health and Dental Insurance	107,950	82,012	25,938	76%
Employer's FICA	33,736	20,148	13,588	60%
Employer's Medicare	7,890	4,712	3,178	60%
Retirement	26,382	9,284	17,098	35%
Life and Disability Insurance	5,584	4,167	1,417	75%
Total Salaries and Benefits - Streets and Parks	<u>\$ 739,531</u>	<u>\$ 452,350</u>	<u>\$ 287,182</u>	<u>61%</u>

**Streets Operations and Maintenance**

Operations and Maintenance - (includes Crack Seal)	\$ 60,000	\$ 19,555	\$ 40,445	33%
Vehicle Maintenance	20,000	19,197	803	96%
Customer Sidewalk Repair	20,000	-	20,000	0%
District Sidewalk Repair/ADA Ramps	35,000	11,537	23,463	33%
Streets- Engineering	2,500	800	1,700	32%
Snow Removal Per Diem/Emergency	5,000	-	5,000	0%
Engineering - TOM	5,000	-	5,000	0%
Fuel	25,000	8,005	16,995	32%
Contract Street Sweeping	25,000	3,685	21,315	15%
Sand and Salt for Roads	45,000	8,604	36,396	19%
Supplies	3,500	-	3,500	0%
Total Streets	<u>\$ 246,000</u>	<u>\$ 71,383</u>	<u>\$ 174,617</u>	<u>29%</u>
<b>Total Streets O &amp; M</b>	<u><b>\$ 985,531</b></u>	<u><b>\$ 523,733</b></u>	<u><b>\$ 461,799</b></u>	<u><b>53%</b></u>

**Lighting**

MVE Operation and Maintenance	\$ 33,000	\$ 5,148	\$ 27,852	16%
Repair and Maintenance	1,980	4,150	(2,170)	210%
Total Lighting	<u>\$ 34,980</u>	<u>\$ 9,298</u>	<u>\$ 25,682</u>	<u>27%</u>

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

**For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b><u>Signage</u></b>				
Repairs and Maintenance	\$ 5,280	\$ 117	\$ 5,163	2%
Total Signage	<u>\$ 5,280</u>	<u>\$ 117</u>	<u>\$ 5,163</u>	<u>2%</u>
<b><u>Traffic Control</u></b>				
Operation and Maintenance	\$ 50,000	\$ 49,920	\$ 80	100%
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>\$ 49,920</u>	<u>\$ 45,080</u>	<u>53%</u>
<b><u>Drainage/Erosion Control</u></b>				
Repairs and Maintenance (includes Concrete work)	\$ -	\$ 848	\$ (848)	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>\$ 848</u>	<u>\$ 39,152</u>	<u>2%</u>
<b>Total Expenditures - Public Works/Streets</b>	<u>\$ 1,684,462</u>	<u>\$ 891,775</u>	<u>\$ 792,689</u>	<u>53%</u>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<u>\$ 1,866,971</u>	<u>\$ 1,411,692</u>	<u>\$ (455,278)</u>	



# TRIVIEW METROPOLITAN DISTRICT

## GENERAL FUND

### PARKS AND OPEN SPACE

For the Seven Months Ending July 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE - Parks and Open Space</b>				
Sales Tax/IGA/Town - Estimated	\$ 1,020,000	\$ 484,937	\$ (535,063)	48%
Property Tax - Operations	116,882	116,140	(742)	99%
Property Tax/IGA/Town	119,000	-	(119,000)	0%
Specific Ownership Tax	102,000	60,039	(41,961)	59%
Park, Rec and Landscape Fees	647,616	634,124	(13,492)	98%
Forest Lakes- Streets/ Parks Maintenance Revenue	60,000	32,226	(27,774)	54%
Auto Tax/IGA/Town - Estimated	85,000	47,647	(37,353)	56%
Interest	34,000	67,978	33,978	200%
Use Tax - Construction Material	68,000	118,907	50,907	175%
Use Tax- Town	1,700	2,090	390	123%
Conservation Trust Fund	40,000	22,259	(17,741)	56%
Miscellaneous - (includes Safety Grant)	3,400	8,161	4,761	240%
<b>Total Revenue</b>	<b>\$ 2,297,598</b>	<b>\$ 1,594,507</b>	<b>\$ (703,091)</b>	<b>69%</b>

#### EXPENDITURES

##### Legislative

Directors' Fees	\$ 3,570	\$ 850	\$ 2,720	24%
FICA and Unemployment	286	68	218	24%
Workers Compensation Insurance	18	10	8	55%
<b>Total Legislative</b>	<b>\$ 3,874</b>	<b>\$ 928</b>	<b>\$ 2,946</b>	<b>24%</b>

##### General and Administrative

##### Salaries and Benefits

Salaries/Wages	\$ 92,643	\$ 32,279	\$ 60,364	35%
Unemployment Insurance	357	312	45	88%
Workers' Compensation Insurance	175	76	99	44%
Health and Dental Insurance	10,025	5,116	4,909	51%
Employer's FICA	4,901	1,979	2,922	40%
Employer's Medicare	1,343	474	869	35%
Retirement	1,488	331	1,157	22%
Life and Disability Insurance	1,081	267	814	25%
<b>Total Salaries and Benefits</b>	<b>\$ 112,013</b>	<b>\$ 40,834</b>	<b>\$ 71,179</b>	<b>36%</b>

##### Professional Services

Professional Services-Engineering	\$ 20,400	\$ 9,978	\$ 10,422	49%
Professional Services-Public Relations	10,200	4,349	5,851	43%
Legal Fees/Monson, Cummins & Shohet	3,400	1,369	2,031	40%
Legal Fees	25,500	15,157	10,343	59%
<b>Total Professional Services</b>	<b>\$ 59,500</b>	<b>\$ 30,853</b>	<b>\$ 28,647</b>	<b>52%</b>

##### General Administration

Accounting Services	\$ 17,000	\$ 12,090	\$ 4,910	71%
Audit Fees	4,250	2,890	1,360	68%
Conference, Class and Education	2,550	48	2,502	2%
Dues, Publications and Subscriptions	3,060	1,971	1,089	64%
Election	10,200	17,740	(7,540)	174%
IT Support	7,480	6,788	692	91%
Office Equipment and Supplies	2,040	2,553	(513)	125%
Publication - Legal Notice	510	-	510	0%
Repairs and Maintenance	680	772	(92)	114%
Telephone Service	9,044	6,573	2,471	73%
Travel and Meeting Expense	1,700	708	992	42%
Office Overhead (COA, utilities, rent, etc.)	14,280	8,144	6,136	57%
General Insurance	16,096	16,600	(504)	103%
Tax Collection Expense - Operations	1,753	1,742	11	99%
Vehicle Expense	340	4,337	(3,997)	1276%
Stormwater Detention Pond Assessment	-	-	-	0%
Contingency/Emergency Reserves/Miscellaneous	3,400	3,022	378	89%
<b>Total General Administration</b>	<b>\$ 94,383</b>	<b>\$ 85,978</b>	<b>\$ 8,405</b>	<b>91%</b>

# TRIVIEW METROPOLITAN DISTRICT

## GENERAL FUND

### PARKS AND OPEN SPACE

For the Seven Months Ending July 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>Total Parks - Administrative, Professional Services, etc.</b>	<b>\$ 269,770</b>	<b>\$ 158,593</b>	<b>\$ 111,177</b>	<b>59%</b>
<b><u>Operations</u></b>				
<b><u>Salaries and Benefits- Streets and Parks</u></b>				
Salaries/Wages	\$ 265,010	\$ 153,470	\$ 111,540	58%
Salaries/Wages - Seasonal	8,500	6,810	1,690	80%
Overtime/On-call	6,800	5,669	1,131	83%
Unemployment Insurance	1,020	376	644	37%
Workers' Compensation Insurance	6,120	4,719	1,401	77%
Health and Dental Insurance	55,610	42,248	13,362	76%
Employer's FICA	17,379	10,379	7,000	60%
Employer's Medicare	4,064	2,427	1,637	60%
Retirement	13,590	4,783	8,807	35%
Life and Disability Insurance	2,876	2,146	730	75%
Total Salaries and Benefits - Parks	<b>\$ 380,971</b>	<b>\$ 233,028</b>	<b>\$ 147,941</b>	<b>61%</b>
<b><u>Parks and Open Space O &amp; M</u></b>				
Repair of Facilities	\$ 6,000	\$ 1,540	\$ 4,460	26%
Annual Flower and Shrub replacement Program	10,000	1,643	8,357	16%
Holiday Lights	5,000	-	5,000	0%
Lawn Fertilizer, Tree Fertilizer and Weed Control Program	60,000	40,775	19,225	68%
Park Irrigation Water Payments	200,000	90,056	109,944	45%
Repair and Maintenance	85,000	64,657	20,343	76%
Supplies/Trees Replacement	15,000	-	15,000	0%
Tools	7,000	1,706	5,294	24%
Equipment and Projects	10,000	12,625	(2,625)	126%
Clothing and Safety Equipment	12,000	10,051	1,949	84%
Vehicle Expense- Fuel	40,000	16,109	23,891	40%
Back Flow Inspection	3,500	-	3,500	0%
ET 3 Year Subscription	-	-	-	0%
Total Parks and Open Space O & M	<b>\$ 453,500</b>	<b>\$ 239,162</b>	<b>\$ 214,338</b>	<b>53%</b>
<b>Total Parks O &amp; M</b>	<b>\$ 834,471</b>	<b>\$ 472,190</b>	<b>\$ 362,279</b>	<b>57%</b>
<b><u>Lighting</u></b>				
MVE Operation and Maintenance	\$ 17,000	\$ 2,652	\$ 14,348	16%
Repair and Maintenance	1,020	2,138	(1,118)	210%
Total Lighting	<b>\$ 18,020</b>	<b>\$ 4,790</b>	<b>\$ 13,230</b>	<b>27%</b>
<b><u>Signage</u></b>				
Repairs and Maintenance	\$ 2,720	\$ 61	\$ 2,659	2%
Total Signage	<b>\$ 2,720</b>	<b>\$ 61</b>	<b>\$ 2,659</b>	<b>2%</b>
<b>Total Conservation Trust Fund Projects</b>	<b>\$ 40,000</b>	<b>\$ 22,259</b>	<b>\$ 17,741</b>	<b>56%</b>
<b>Total Expenditures - Parks and Open Space</b>	<b>\$ 1,164,981</b>	<b>\$ 657,892</b>	<b>\$ 507,087</b>	<b>56%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 1,132,618</b>	<b>\$ 936,615</b>	<b>\$ (196,003)</b>	



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

For the Seven Months Ending July 31, 2023  
Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Property Tax	\$ 2,656,420	\$ 2,639,551	\$ (16,869)	99%
Interest - GO Bond	40,000	53,917	13,917	135%
<b>Total Revenue</b>	<b>\$ 2,696,420</b>	<b>\$ 2,693,468</b>	<b>\$ (2,952)</b>	<b>100%</b>
<b>EXPENDITURES</b>				
<u><b>Administrative</b></u>				
Tax Collection Expense	\$ 39,846	\$ 39,604	\$ 242	99%
Total Administrative	<b>\$ 39,846</b>	<b>\$ 39,604</b>	<b>\$ 242</b>	<b>99%</b>
<u><b>Debt Service</b></u>				
Bond Interest Payment	\$ 1,815,363	\$ 970,681	\$ 844,682	53%
Bond Principal Payment	760,000	-	760,000	0%
Paying Agent Fees	5,000	6,159	(1,159)	123%
Total Debt Service	<b>\$ 2,580,363</b>	<b>\$ 976,840</b>	<b>\$ 1,603,523</b>	<b>38%</b>
<b>Total Expenditures</b>	<b>\$ 2,620,209</b>	<b>\$ 1,016,444</b>	<b>\$ 1,603,765</b>	<b>39%</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ 76,211</b>	<b>\$ 1,677,024</b>	<b>\$ 1,600,813</b>	

**ENTERPRISE FUND**  
**Cost Allocation**  
**July 31, 2023**

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

**Water Operations**

**For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Water Revenue	\$ 2,200,000	\$ 775,805	\$ (1,424,195)	35%
Base Rate/Capital Improvement Fee	977,000	592,294	(384,706)	61%
Contract Sewer and Water Service - Forest Lakes	110,000	62,545	(47,455)	57%
Lot Inspection Fees	-	5,950	5,950	0%
Water Meter Kits	34,500	48,500	14,000	141%
Administrative Fee	120,000	77,870	(42,130)	65%
Miscellaneous	30,000	22,398	(7,602)	75%
Bulk Water Revenue	100,000	12,080	(87,920)	12%
<b>Total Revenue</b>	<b>\$ 3,571,500</b>	<b>\$ 1,597,442</b>	<b>\$ (1,974,058)</b>	<b>45%</b>
<b>EXPENDITURES</b>				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 483,100	\$ 300,141	\$ 182,959	62%
Overtime/On-call	15,000	13,125	1,876	87%
Unemployment Insurance	1,650	532	1,119	32%
Workers' Compensation Insurance	5,000	4,554	447	91%
Health and Dental Insurance	87,865	48,184	39,681	55%
Employer's FICA	30,882	19,373	11,510	63%
Employer's Medicare	7,222	4,530	2,692	63%
Retirement	24,905	9,571	15,334	38%
Life and Disability Insurance	5,375	3,463	1,913	64%
Total Salaries and Benefits	<b>\$ 661,000</b>	<b>\$ 403,471</b>	<b>\$ 257,528</b>	<b>61%</b>
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 38,452	\$ (8,452)	128%
Professional Services-Public Relations	15,000	6,615	8,386	44%
Professional Services/Amcobi/National Meter	51,500	34,276	17,224	67%
Development Services/Monson, Cummins & Shohet	50,000	60,191	(10,191)	120%
Total Professional Services	<b>\$ 146,500</b>	<b>\$ 139,533</b>	<b>\$ 6,967</b>	<b>95%</b>
<u>Administrative</u>				
Accounting Services	25,000	17,780	7,221	71%
Audit Fees	6,250	4,250	2,000	68%
Conference, Class and Education	2,000	629	1,372	31%
Dues, Publications and Subscriptions	4,500	2,485	2,016	55%
Election Expense	-	-	-	0%
IT Support	11,000	13,836	(2,836)	126%
Office Equipment and Supplies	2,500	350	2,150	14%
Postage	500	455	45	91%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	7,300	4,745	2,555	65%
Travel and Meeting Expense	500	53	448	11%
Office Overhead (COA, utilities, rent, etc.)	7,000	3,534	3,467	50%
Clothing Uniform Rental and Safety Equipment	5,000	2,276	2,724	46%
General Insurance	23,671	25,059	(1,388)	106%
Vehicle Expense	30,000	15,988	14,012	53%
Bank Charges	7,500	204	7,296	3%
Miscellaneous	1,000	85	915	9%
Total General Administration	<b>\$ 133,821</b>	<b>\$ 91,726</b>	<b>\$ 42,095</b>	<b>69%</b>
<b>Total General Administrative</b>	<b>\$ 941,321</b>	<b>\$ 634,730</b>	<b>\$ 306,590</b>	<b>67%</b>



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

**Water Operations**

**For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b><u>Water System</u></b>				
Water Testing	\$ 40,000	\$ 70,229	\$ (30,229)	176%
Waste Disposal	10,000	-	10,000	0%
Sludge Disposal	35,000	985	34,015	3%
Gas Utilities	9,000	6,980	2,020	78%
Electric Utilities	350,000	141,967	208,033	41%
SCADA Support/Meter Calibration	33,000	10,500	22,500	32%
Repairs and Maintenance	240,000	67,137	172,863	28%
Storage Tank Maintenance	5,000	-	5,000	0%
Operating Supplies	30,000	11,940	18,060	40%
Bulk Chemical Supplies (Starting HMO Treatment)	70,000	35,845	34,155	51%
Lab Chemicals and Supplies	15,000	10,502	4,498	70%
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	19,797	184,203	10%
Lower Fountain Creek	11,500	-	11,500	0%
Total Water System	<u>\$ 1,294,706</u>	<u>\$ 481,293</u>	<u>\$ 801,913</u>	<u>37%</u>
<b>Total Expenditures</b>	<u>\$ 2,236,027</u>	<u>\$ 1,116,023</u>	<u>\$ 1,108,503</u>	<u>50%</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u>\$ 1,335,473</u>	<u>\$ 481,419</u>	<u>\$ (854,054)</u>	

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

**Wastewater Operations**  
**For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Sewer Revenue	\$ 2,063,000	\$ 1,301,573	\$ (761,427)	63%
Contract Sewer and Water Service - Forest Lakes	110,000	62,545	(47,455)	57%
Miscellaneous	30,000	22,398	(7,602)	75%
<b>Total Revenue</b>	<b>\$ 2,203,000</b>	<b>\$ 1,386,516</b>	<b>\$ (816,484)</b>	<b>63%</b>
<b>EXPENDITURES</b>				
<u><b>Administrative</b></u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 483,100	\$ 300,141	\$ 182,959	62%
Overtime/On-call	15,000	13,125	1,876	87%
Unemployment Insurance	1,650	532	1,119	32%
Workers' Compensation Insurance	5,000	4,554	447	91%
Health and Dental Insurance	87,865	48,184	39,681	55%
Employer's FICA	30,882	19,373	11,510	63%
Employer's Medicare	7,222	4,530	2,692	63%
Retirement	24,905	9,571	15,334	38%
Life and Disability Insurance	5,375	3,463	1,913	64%
Total Salaries and Benefits	<b>\$ 661,000</b>	<b>\$ 403,471</b>	<b>\$ 257,528</b>	<b>61%</b>
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 38,452	\$ (8,452)	128%
Professional Services-Public Relations	15,000	6,615	8,386	44%
Professional Services/Amcobi/National Meter	51,500	34,276	17,224	67%
Development Services/Monson, Cummins & Shohet	50,000	60,191	(10,191)	120%
Total Professional Services	<b>\$ 146,500</b>	<b>\$ 139,533</b>	<b>\$ 6,967</b>	<b>95%</b>
<u>Administrative</u>				
Accounting Services	\$ 25,000	\$ 17,780	\$ 7,221	71%
Audit Fees	6,250	4,250	2,000	68%
Conference, Class and Education	2,000	629	1,372	31%
Dues, Publications and Subscriptions	4,500	2,485	2,016	55%
Election Expense	-	-	-	0%
IT Support	11,000	13,836	(2,836)	126%
Office Equipment and Supplies	2,500	350	2,150	14%
Postage	500	455	45	91%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	7,300	4,745	2,555	65%
Travel and Meeting Expense	500	53	448	11%
Office Overhead (COA, utilities, rent, etc.)	7,000	3,534	3,467	50%
Clothing Uniform Rental and Safety Equipment	5,000	2,276	2,724	46%
General Insurance	23,671	25,059	(1,388)	106%

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

**Wastewater Operations**  
**For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
Vehicle Expense	30,000	15,988	14,012	53%
Bank Charges	7,500	204	7,296	3%
Miscellaneous	1,000	85	915	9%
Total General Administration	<u>\$ 133,821</u>	<u>\$ 91,726</u>	<u>\$ 42,095</u>	<u>69%</u>
<b>Total General Administrative</b>	<u><b>\$ 941,321</b></u>	<u><b>\$ 634,730</b></u>	<u><b>\$ 306,590</b></u>	<u><b>67%</b></u>
<b><u>Wastewater System</u></b>				
Wastewater TF/Donala/IGA	\$ 824,000	\$ 331,635	\$ 492,365	40%
Repairs and Maintenance	5,000	6,414	(1,414)	128%
Tools	3,000	-	3,000	0%
Wastewater-Engineering	-	135,323	(135,323)	0%
Operating Supplies	1,000	398	602	40%
Transit Loss	5,700	5,688	12	100%
Total Wastewater System	<u>\$ 838,700</u>	<u>\$ 479,458</u>	<u>\$ 359,242</u>	<u>57%</u>
<b>Total Expenditures</b>	<u><b>\$ 1,780,021</b></u>	<u><b>\$ 1,114,188</b></u>	<u><b>\$ 665,832</b></u>	<u><b>63%</b></u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u><b>\$ 422,979</b></u>	<u><b>\$ 272,328</b></u>	<u><b>\$ (150,651)</b></u>	



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

**For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Renewable Water Fee	\$ 421,260	\$ 416,938	\$ (4,322)	99%
Water Lease- Comanche	180,460	106,454	(74,006)	59%
Interest	150,000	420,288	270,288	280%
<b>Total Revenue</b>	<b>\$ 751,720</b>	<b>\$ 943,680</b>	<b>\$ 191,960</b>	<b>126%</b>
 <b><u>Debt Service</u></b>				
Paying Agent Fees and Accrued Interest	\$ 5,000	\$ 2,000	\$ 3,000	40%
2018 Bond Issue- Debt Service	665,100	225,050	440,050	34%
2020B Bonds- Debt Service	641,650	210,825	430,825	33%
2020A Bond Issue- Debt Service	890,494	295,247	595,247	33%
<b>Total Debt Service</b>	<b>\$ 2,202,244</b>	<b>\$ 733,122</b>	<b>\$ 1,469,122</b>	<b>33%</b>
 <b>OTHER FINANCING SOURCES</b>				
Transfer from other funds	\$ 900,000	\$ 522,000	\$ (378,000)	58%
<b>Total Other Financing Sources</b>	<b>\$ 900,000</b>	<b>\$ 522,000</b>	<b>\$ (378,000)</b>	<b>58%</b>
 <b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ (550,524)</b>	<b>\$ 732,558</b>	<b>\$ 1,283,082</b>	

# **CAPITAL PROJECTS FUNDS**

**July 31, 2023**

**TRIVIEW METROPOLITAN DISTRICT**  
**CAPITAL PROJECTS FUND - GENERAL**  
**Budget Status Report - GAAP Basis**  
**For the Seven Months Ending July 31, 2023**

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Total Revenue	\$ -	\$ -	\$ -	0%
<b>EXPENDITURES</b>				
<b><u>Vehicles and Equipment Utilities</u></b>				
3/4 Ton Truck, plow package and Flatbed	\$ 82,000	\$ 72,632	\$ 9,368	89%
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	<u>\$ 407,000</u>	<u>\$ 81,681</u>	<u>\$ 325,319</u>	<u>20%</u>
<b><u>Park and Street Improvements</u></b>				
Overlay Parking Lot at Public Works Facility	\$ 196,000	\$ 175,273	\$ 20,727	89%
Higby Road Study	250,000	174,760	75,240	70%
Remington Hill Overlay	242,500	270,972	(28,472)	112%
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	71,081	(6,081)	109%
Playground Improvements (Old Creek Park)	168,000	107,243	60,757	64%
Restroom in Train Park	6,000	2,645	3,355	44%
Gazebos (Old Creek Park and Train Park)	50,000	60,417	(10,417)	121%
Agate Park	150,000	144,069	5,931	96%
Leather Chaps and Jackson Street Light	50,000	-	50,000	0%
Total Park and Street Improvements	<u>\$ 1,222,500</u>	<u>\$ 1,006,460</u>	<u>\$ 216,040</u>	<u>82%</u>
Total Expenditures - District Capital	<u>\$ 1,629,500</u>	<u>\$ 1,088,141</u>	<u>\$ 541,359</u>	<u>67%</u>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<u>\$ (1,629,500)</u>	<u>\$ (1,088,141)</u>	<u>\$ 541,359</u>	
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from General Fund	\$ 1,379,500	\$ 913,381	\$ (466,119)	66%
Higby Road - Developer Contribution - Escrow	250,000	174,760	(75,240)	70%
Total Other Financing Sources (Uses)	<u>\$ 1,629,500</u>	<u>\$ 1,088,141</u>	<u>\$ (541,359)</u>	<u>67%</u>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES AND OTHER FINANCING SOURCES</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	



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

Budget Status Report - GAAP Basis  
For the Seven Months Ending July 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 58%)
<b>REVENUE</b>				
Water Tap Fees	\$ 722,400	\$ 769,132	\$ 46,732	106%
Sewer Tap Fees	420,000	398,300	(21,700)	95%
Thompson Thrift Apartments	2,743,535	2,669,096	(74,439)	97%
Water/Sewer Impact Fee	30,000	28,950	(1,050)	97%
Renewable Water Fee	421,260	416,938	(4,322)	99%
Admin Fee	90,000	24,000	(66,000)	27%
Lease Revenue (FMIC)	65,000	169,125	104,125	260%
Effluent Paid-AGUA/Woodmoor	225,000	42,614	(182,386)	19%
Review and Comment Fee	30,000	28,810	(1,190)	96%
Western Interceptor	-	109,693	109,693	0%
Water Infrastructure Agreement Fee Homeplace Ranch	-	300,000	300,000	0%
Wastewater Treatment Fees Homeplace Ranch	-	300,000	300,000	0%
Miscellaneous Income-Stonewall Lease	1,000	36,429	35,429	3643%
Payment in Lieu of Water Rights	600,000	141,141	(458,859)	24%
<b>Total Revenue</b>	<b>\$ 5,348,195</b>	<b>\$ 5,434,228</b>	<b>\$ 86,033</b>	<b>102%</b>
<b>EXPENDITURES</b>				
<u><b>Vehicles and Equipment Utilities</b></u>				
Camera Van - Outfit with Equipment	\$ 100,000	\$ 216,722	\$ (116,722)	217%
Vac Truck	185,000	-	185,000	0%
Total Vehicles and Equipment	<b>\$ 285,000</b>	<b>\$ 216,722</b>	<b>\$ 68,278</b>	<b>76%</b>
<u><b>Wells</b></u>				
A-4 Pump and Motor and Transfuser	\$ 150,000	\$ -	\$ 150,000	0%
Total Wells	<b>\$ 150,000</b>	<b>\$ -</b>	<b>\$ 150,000</b>	<b>0%</b>
<u><b>Water Improvements</b></u>				
Filter Media Replacement (2 Filter @ B Plant & 2 Filter @ A-Plant)	\$ 130,000	\$ 56,543	\$ 73,457	43%
SCADA	12,000	6,994	5,006	58%
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	101,600	(1,600)	102%
Bale Ditch- Augmentation Station	25,000	-	25,000	0%
Storage/ Garage Building	65,000	71,081	(6,081)	109%
AVIC Bale Change Case - Brownstein	200,000	197,279	2,721	99%
FMIC Change Case	50,000	-	50,000	0%
Excelsior Change Case - Cummins	50,000	14,211	35,789	28%
Excelsior Exchange Case	50,000	-	50,000	0%
Central Reservoir - Powerline Relocation and Permitting	200,000	181,920	18,080	91%
AVIC Augmentation Station	100,000	-	100,000	0%
Bale Ditch Purchase	100,000	45,366	54,634	45%
Quarter Circle Ranch	-	906	(906)	0%
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%
MI-PB Infrastructure Project	-	17,000	(17,000)	0%
Sailor Property	-	3,767	(3,767)	0%
South Reservoir - Valve House	100,000	682,327	(582,327)	682%
Northern Delivery System Pipeline Construction Project	16,738,781	8,606,095	8,132,686	51%
Total Water Improvements	<b>\$ 18,600,781</b>	<b>\$ 9,985,089</b>	<b>\$ 8,615,692</b>	<b>54%</b>
<b>Total Expenditures - Enterprise Capital</b>	<b>\$ 19,035,781</b>	<b>\$ 10,201,811</b>	<b>\$ 8,833,970</b>	<b>54%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (13,687,586)</b>	<b>\$ (4,767,583)</b>	<b>\$ 8,920,003</b>	
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from Enterprise Fund	\$ 12,787,586	\$ 4,750,583	\$ (8,037,003)	37%
MI-PB - Escrow	-	17,000	17,000	0%
CWCB Loan Proceeds	900,000	-	(900,000)	0%
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 13,687,586</b>	<b>\$ 4,767,583</b>	<b>\$ (8,920,003)</b>	<b>35%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	