

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

Wednesday December 13, 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. Waiver of Conflicts
4. Approval of Agenda
5. Public Comment (Not related to 2024 Budget Hearings and Rate Hearing)
6. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - November 13, 2023 Regular Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Taps for November, 2023 (enclosure)
 - d. Tax Transfer from Monument (enclosure)
7. Public Hearing on the Triview Metropolitan District's 2024 Budget. (Board President Opens Public Hearing. Discussion of 2024 Budget. Board President Closes Public Hearing).
8. Public Hearing on the Triview Metropolitan District's Sub District A 2024 Budget. (Board President Opens Public Hearing. Discussion of 2024 Budget. Board President Closes Public Hearing).
9. Operations Reports
 - a. District Manager Monthly Report (enclosure)
 - b. Public Works and Parks and Open Space Updates (Matt Rayno)
 - c. Utility Department Operations Updates (Steve Sheffield)

10. Action Items:

- a. Review and Consider Approval of an Audit Engagement Letter between the Triview Metropolitan District and Haynie and Company to perform the District's 2023 Financial Audit. (enclosure)
- b. Review and Consider Approval of the Northern Delivery system Joint Funding and Participation Agreement between the Triview Metropolitan District and the Forest Lakes Metropolitan District and Authorization for the District Manager to sign. (enclosure)
- c. Review and Consider and Intergovernmental Agreement between the Triview Metropolitan District and Lewis-Palmer School District Number 38 regarding the dedication of a Twenty Foot Perpetual, Non-Exclusive easement to provide for Future Higby Road improvements between Jackson Creek Parkway and Bowstring Drive in exchange for certain improvements to Creekside Drive and Leather Chaps Drive near Bear Creek Elementary school.
- d. Review and Consider Approval of Amendment Number 3 between the Triview Metropolitan District and the Forest Lakes Metropolitan District to provide Utility Operations Services and Parks and Open Space Operation Services for Calendar Year 2024 and authorization for the District manager to sign. (enclosure)
- e. Review and Consider Resolution 2023-10, a Resolution of the Triview Metropolitan District, Approving An Amendment To Loan Contract CT2022-3328 From The Colorado Water Conservation Board; Authorizing The Form And Execution of the Amendment to Loan Contract, Execution of the Amendment To Promissory Note To Evidence Such Amended Loan, and the Amendment to Security Agreement in Connection Therewith; Authorizing the Execution and Delivery Of Documents Related Thereto and Prescribing Other Details In Connection Therewith. (enclosure)

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

- a. Checks of \$5,000.00 or more (enclosure)
- b. October 2023 Financials (enclosure)

12. Legal Comments (George Rowley Triview General Counsel)

- a. Budget timeline and Mill Levy Certification

13. Update Board on Public Relation activities.

- Newsletter distribution
- Website

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

- Water Acquisitions
- Strategic Planning
- Change Cases

15. Adjournment

Link: <https://us02web.zoom.us/j/83587325046?pwd=Tld6cGNkZDFjcjF0R3V6NVkzWlprQT09>

Meeting ID: 835 8732 5046

Passcode: 905478

U.S. Call in Number:

17193594580, 83587325046#, *905478#

RECORD OF PROCEEDINGS

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

November 13, 2023

A meeting of the Board of Directors of the Triview Metropolitan District was held on Monday, November 13, 2023, beginning at 5:30 p.m. The meeting was conducted via Zoom and in person. This meeting was open to the public. The meeting was called to order at 5:30 p.m.

ATTENDANCE

In attendance were Directors:

President	Mark Melville, excused absent
Vice President	Anthony Sexton, present
Secretary/Treasurer	James Barnhart, present
Director	Jason Gross, present
Director	Amanda Carlton, present

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
Shawn Sexton, Water Utilities Water Treatment Manager
Matt Rayno, Parks, and Open Space/Public Works Superintendent
Natalie Barszcz, Our Community News
Mike McDonald, Kiewit Construction
Max McClean, Kiewit Construction

DISCLOSURE OF CONFLICTS

None.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda – Mr. McGrady distributed, for the Board's approval, the proposed agenda. A motion was made by Secretary/Treasurer Barnhart to approve the agenda. Upon a second by Director Carlton. A vote was taken, and the motion passed unanimously 4-0.

PUBLIC COMMENT NOT RELATED TO AMENDED 2022 BUDGET HEARING

Mr. Mike McDonald and Mr. Max McClean both presented an overview of the NDS project. Mr. McDonald started the discussion by summarizing that the project is on time, and within budget. Mr. McDonald thanked the TMD Board for their support and expressed a willingness to work together in the future. Mr. McClean gave a brief timeline of the project as well as some brief facts about the work done to this point including that the entire pipeline installation portion has now been completed. Pressure testing is now underway for the remaining portions of the pipeline. Work has now begun on the pump station. The plan/schedule is to be completed with entire project by July 2024. Some discussion with the Board ensued pertaining to the process and costs of working with Kiewit Construction. Mr. McGrady expressed complete confidence in the process, and the company. The project is now roughly 75% complete. Mr. McGrady took the opportunity to inform the Board of the decision to move forward with segment D of the NDS, which is a section of 1000' of waterline on the West side of Interstate 25.

There was a brief public hearing concerning the inclusion of Property into Triview Metropolitan District Subdistrict A. There being no members of the public present, the issue was closed to the public. The issue was opened and closed to the public at 5:53 PM.

Consent Agenda

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

A motion was made by Secretary/Treasurer Barnhart to approve the consent agenda. The motion was duly seconded by Director Gross. A vote was taken, and the motion passed unanimously 4-0.

RECORD OF PROCEEDINGS

OPERATIONS REPORT

District Manager Report (enclosure)

- Mr. McGrady's first two items for his report were already discussed in public session with both Mr. McDonald and McClean. Both issues were related to NDS pipeline concerning funds spent so far in the project and segment D of the pipeline.
- Mr. McGrady informed the Board that he had an in-person meeting scheduled with Mr. Mike Foreman the Town of Monument Manager on November 16th. The meeting is intended to have further discussion of Town of Monument's participation in the NDS project.
- There is a large tour of the South reservoir with opposers to TMD's water rights change cases on the November 15th.
- Mr. McGrady explained the process and progression of the NMCI project. The project has been put out to bid on the design process. Mr. McGrady is part of the selection committee. There was a brief discussion of how, and why the NMCI is beneficial for TMD with the Board.
- The A yard pole barn is now complete to house the new vac/jet truck and the video van.
- Work is ongoing cleaning sewer lines with the new vac/jet truck. To date, doing the work "in house" has saved the District roughly \$90,000.
- The grand opening for Sanctuary Park is pushed back to June of 2024.

OPERATIONS REPORT

Assistant District Manager (Steve Sheffield)

- The final pump test for the South reservoir was completed with the pump manufacturer.
- Final walk through for section B3 and B4 of NDS with Kiewit crew. Sections have been revegetated and graded to satisfaction.
- Mr. Sheffield attended a meeting with RESPEC and Ann Nichols to discuss operations at Forest Lakes Metro District. The meeting was specifically to discuss water treatment and distribution operations.

RECORD OF PROCEEDINGS

- Mr. Sheffield further discussed the vac/jet truck operations. The District has saved a substantial amount of money by doing the work with it's own employees.
- Mr. Sheffield also brought the Board up to date on the Higby Rd improvements project in conjunction with the School District and Town of Monument.

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

- Mr. Rayno reported that the street crack sealing program is going better than expected. The crew has finished Sanctuary Rim Dr. and is now moving into some of the residential areas. The program will be completed by next week.
- The installation of holiday lights is in process. All lights will be installed by Thanksgiving Day.
- Installation of the concrete fence at Train Park is complete. There was a brief discussion about the material and the changes. The new fence is experimental.
- The crews will be focusing on winter watering, and trail maintenance.
- Ms. Carlton expressed a desire to install new benches below the new Sanctuary Park in the open space with trails.

Utilities Department Update (Shawn Sexton)

- Mr. Sexton discussed some of the water usage for October.
- All water plants are running normally.
- All wells are pumping to the B plant for centralized treatment.
- C plant is running normally. Kiewit has completed the paving of the parking lot.
- Crews have completed PRV vault maintenance and hydrant maintenance to include Forest Lakes Metro District.
- The crews will be cleaning and pumping the backwash tank at B plant.
- Mr. Sexton expressed some frustration at the waste numbers not aligning between Mr. Sextons report and the wastewater treatment flow report. Mr. Sexton is going to continue to investigate why the numbers are not close to the same.

RECORD OF PROCEEDINGS

ACTION ITEMS:

- A. The Board was asked to consider Resolution 2023-08 Annual administrative resolution of the Triview Metropolitan District. Mr. Barnhart made a motion to approve the resolution. Mrs. Carlton seconded the motion. The motion passed unanimously 4-0.
- B. The Board was asked to consider resolution 2023-09 acceptance of a petition for the Inclusion of Property into the Triview Metropolitan District Subdistrict A. A motion was made by Mr. Barnhart to approve the resolution. Mr. Gross seconded the motion. The motion passed unanimously 4-0.
- C. The Board was asked to review and approve an amendment to the Convey, Treat and Deliver Contract with Colorado Springs Utilities. No vote was necessary. The Board administratively approved the amendments to the contract.
- D. The Board was asked to review and consider a Cellphone Site Lease Agreement Between Dish LLC and the Triview Metropolitan District for a cell phone tower located at the District's C plant and authorization for the District Manager to sign. Mr. Gross made a suggestion for a change on the contract. A motion was made to approve the agreement by Mr. Gross. Mr. Barnhart seconded the motion. The motion passed unanimously 4-0.

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 Carlton. A vote was taken. The motion carried unanimously.

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

LEGAL COMMENTS

Mr. Cummins had deeds from Conexus that need to be signed.

RECORD OF PROCEEDINGS

PUBLIC RELATIONS:

The new newsletter should be sent out mid-November. Another newsletter will be sent out in January 2024 that will recap the year 2023.

BOARD BREAK

The Board took a break at 7:45 p.m. before entering Executive Session.

EXECUTIVE SESSION:

Entered executive session at 8:03 p.m. on a motion by Mr. Barnhart per State Statute 34-6-402(A), (B), (E), Acquisitions, Legal Advice, and Negotiations regarding general topics:

- Water supply contracts
- Property acquisitions
- Strategic planning
- Change cases

The motion was seconded by Mrs. Carlton. A vote was taken. The motion passed unanimously 4-0.

The Board left the executive session at 9:03 p.m. and returned to the regular session. No further actions were taken.

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 Mr. Gross. A vote was taken. The motion passed unanimously 4-0. The meeting was adjourned at 9:03 p.m.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 11/1 to 11/30/2023
Summary Financial Information - Board Packet

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$112,789.70	2170
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$43,151.30	2154
Rate Code 01 Triview Metro - Res Water Base Rate	\$68,040.00	2164
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$88,437.62	2154
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$35,427.23	842
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$4,748.44	51
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$2,050.69	13
Rate Code 01 Triview Metro - Res Water Use Rate Tier5	\$3,475.70	8
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"	\$7,131.50	17
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$4,263.60	17
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	\$21,358.59	77
Usage Fee Triview Metro - Com Water Use Rate	\$31,810.62	77
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	\$18,948.63	53
Triview Metro - Quik Way Sewer	\$213.00	1
Triview Metro - Metering & Billing Fee	\$11,440.00	2288
Title Prep Fee Triview Metro - Title Request Fee	\$450.00	9
Triview Metro - 5% Late Fee	\$2,518.28	163
Special Impact Triview Metro - Special Impact Fee	\$2,440.00	244
Triview Metro - Reconnect Fee		
Triview Metro - NSF Fee		
Total Accounts	\$485,551.43	12683

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2184
Rate Code 02 - Commercial Account 1"	27
Rate Code 03 - Irrigation Account 1"	22
Rate Code 04 - Commercial Account 1 1/2"	35
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	13
Rate Code 08 - Triview No Charge	2
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	17
Rate Code 11 - Irrigation Account 1 1/2"	14
Rate Code 12 - Permitted	
Total Accounts	2318

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 113,137.93
Amount Past Due 31-60 Days	\$ 17,121.46
Amount Past Due 61-90 Days	\$ (1,756.02)
Amount Past Due 91-120 Days	\$ (705.00)
Amount Past Due 120+ Days	\$ (2,854.55)
Total AR	\$124,943.82

Receipts	Amount	Items
Payment - ACH		
Payment - ACH Key Bank	\$286,164.26	1469
Payment - Check Key Bank	\$146,812.69	491
Payment - On Site	\$18,833.31	112
Refund CREDIT	(\$4,193.62)	32
REVERSE Payment	(\$738.51)	3
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
Total Receipts	\$446,878.13	2107
Checks versus Online Payments	29.10% Checks	70.90% ACH's

Water	Gallons	Accounts
Gallons sold 9-29 to 11-3-2023 =	23,514,559	2315
Gallons sold 11-3 to 11-30-2023 =	10,618,897	2321

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	9	609,358	2.59%
40,001 - 50,000	3	133,325	0.57%
30,001 - 40,000	6	194,460	0.83%
20,001 - 30,000	36	852,259	3.62%
10,001 - 20,000	479	6,352,192	27.01%
8,001 - 10,000	318	2,846,489	12.11%
6,001 - 8,000	421	2,914,723	12.40%
4,001 - 6,000	451	2,257,994	9.60%
2,001 - 4,000	327	1,020,396	4.34%
1 - 2,000	126	146,487	0.62%
Zero Usage	8	0	0.00%
Total Meters	2184	17,327,683	73.69%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	26	3,098,384	13.18%
40,001 - 50,000	8	360,677	1.53%
30,001 - 40,000	4	136,542	0.58%
20,001 - 30,000	3	79,825	0.34%
10,001 - 20,000	13	186,437	0.79%
8,001 - 10,000	1	9,248	0.04%
6,001 - 8,000	4	28,243	0.12%
4,001 - 6,000	2	9,435	0.04%
2,001 - 4,000	7	21,189	0.09%
1 - 2,000	8	7,466	0.03%
Zero Usage	2	0	0.00%
Total Meters	78	3,937,446	16.74%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	12	1,780,557	7.57%
40,001 - 50,000	2	85,200	0.36%
30,001 - 40,000	3	102,182	0.43%
20,001 - 30,000	4	101,163	0.43%
10,001 - 20,000	7	98,703	0.42%
8,001 - 10,000	3	26,970	0.11%
6,001 - 8,000	4	29,187	0.12%
4,001 - 6,000	3	15,908	0.07%
2,001 - 4,000	2	5,712	0.02%
1 - 2,000	5	3,848	0.02%
Zero Usage	8	0	0.00%

SANCTUARY POINTE				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
160	Panoramic Dr.	Classic Homes	11/14/23	\$47,472.03
16356	Treetop Glory Court	Classic Homes	11/21/23	\$48,202.60
			Total:	\$95,674.63

JACKSON CREEK NORTH (CREEKSIDE)				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
852	Naismith Lane	Tralon Homes	11/08/23	\$45,887.81
957	Sunny Shore Drive	Tralon Homes	11/8/2023	\$45,316.24
967	Sunny Shore Drive	Tralon Homes	11/8/2023	\$45,476.08
977	Sunny Shore Drive	Tralon Homes	11/8/2023	\$45,271.88
987	Sunny Shore Drive	Tralon Homes	11/8/2023	\$45,649.30
997	Sunny Shore Drive	Tralon Homes	11/8/2023	\$45,699.52
16818	Greyhawk Drive	Tralon Homes	11/20/23	\$45,699.52
16828	Greyhawk Drive	Tralon Homes	11/21/23	\$45,649.30
842	Naismith Lane	Tralon Homes	11/21/23	\$45,699.52
862	Naismith Lane	Tralon Homes	11/21/23	\$45,649.30
872	Naismith Lane	Tralon Homes	11/21/23	\$45,887.81
16848	Greyhawk Drive	Tralon Homes	11/28/23	\$45,699.52
882	Naismith Lane	Tralon Homes	11/28/23	\$45,316.24
			Total:	\$592,902.04

HOME PLACE RANCH				
NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD
16264	Monument Rock Court	Challenger Homes	11/28/23	\$48,437.43
			Total:	\$48,437.43



Nov. 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 \$244,906.34 to the Triview ColoTrust District Fund account on or before November 30, 2023. The ACH details are as follows and documentation is enclosed.

Sales Tax for September 2023	\$ 212,888.81
Regional Building Use Tax for October 2023	\$ 2,402.80
Motor Vehicle Tax for September 2023	\$ 29,614.73

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

Sincerely,

Mike Foreman
Town Manager

TRIVIEW METROPOLITAN DISTRICT

**TOWN OF MONUMENT TAX LETTER FOR
DECEMBER WILL FOLLOW AS SOON AS IT IS
RECEIVED**



TRIVIEW METROPOLITAN DISTRICT
Proposed 2024 Budget
December 12, 2023

GENERAL FUND

**TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PROPOSED 2024 BUDGET**

	2022 Actual	2023 Budget	YTD Actual 10/31/2023	2023 Estimated	Proposed 2024 Budget
REVENUE					
Property Tax - Debt Service 16.000 Mills	\$ 2,579,787	\$ 2,656,420	\$ 2,658,011	\$ 2,658,011	\$ 2,871,544
Property Tax - Operations 4.500 Mills	299,954	343,772	343,977	344,000	807,622
Sales Tax-Town	2,616,703	3,000,000	2,116,489	2,500,000	2,500,000
Specific Ownership Tax	299,709	300,000	262,621	300,000	300,000
Property Tax/IGA/Town	341,597	350,000	355,804	375,000	350,000
Park, Rec and Landscape Fees	219,245	647,616	672,602	700,000	168,650
Auto Tax/IGA/Town - Estimated	272,726	250,000	209,321	215,000	250,000
Interest	140,164	100,000	260,588	265,000	100,000
Drainage Impact Fees	89,375	265,500	323,112	325,000	68,750
Road and Bridge Fees	70,330	217,144	477,164	480,000	54,100
Forest Lakes- Streets/ Parks Maintenance Revenue	16,249	120,000	100,854	120,000	120,000
Use Tax - Construction Material	222,727	200,000	407,741	420,000	200,000
Use Tax - Town	8,212	5,000	12,908	13,000	8,000
Conservation Trust Fund	37,908	40,000	30,105	40,000	40,000
Miscellaneous - (includes Safety Grant)	15,528	10,000	24,686	25,000	20,000
Programing Fees - Sanctuary Park	-	-	-	-	10,000
Interest - GO Bond	36,171	40,000	71,973	90,000	35,000
Total Revenue	\$ 7,266,386	\$ 8,545,452	\$ 8,327,956	\$ 8,870,011	\$ 7,903,666
EXPENDITURES					
<u>Legislative</u>					
Directors' Fees	\$ 6,600	\$ 10,500	\$ 4,300	\$ 8,000	\$ 10,500
FICA and Unemployment	386	840	344	640	840
Workers Compensation Insurance	27	53	29	29	30
Total Legislative	\$ 7,013	\$ 11,393	\$ 4,673	\$ 8,669	\$ 11,370
<u>General and Administrative</u>					
<u>Salaries and Benefits</u>					
Salaries/Wages	\$ 120,134	\$ 272,480	\$ 145,669	\$ 272,480	\$ 201,812
Unemployment Insurance	586	1,050	923	1,112	600
Workers' Compensation Insurance	390	515	225	271	500
Health and Dental	13,512	29,485	19,284	29,485	26,350
Employer's FICA	6,493	14,414	8,977	16,000	12,512
Employer's Medicare	1,809	3,951	2,153	3,950	2,926
Retirement	1,546	4,375	1,930	2,500	10,091
Life and Disability Insurance	1,907	3,180	1,362	2,500	1,915
Total Salaries and Benefits	\$ 146,377	\$ 329,450	\$ 180,523	\$ 328,298	\$ 256,706
<u>Professional Services</u>					
Professional Services-Engineering	\$ 84,501	\$ 60,000	\$ 53,817	\$ 60,000	\$ 50,000
Professional Services-Public Relations	26,181	30,000	24,504	29,523	25,000
Professional Services-Cost Service Study	-	-	-	-	-
Legal Fees/Monson, Cummins & Shohet	7,409	10,000	6,924	8,342	7,500
Legal Fees	65,797	75,000	74,031	89,194	75,000
Total Professional Services	\$ 183,888	\$ 175,000	\$ 159,276	\$ 187,059	\$ 157,500
<u>General Administration</u>					
Accounting Services	\$ 66,138	\$ 50,000	\$ 52,114	\$ 65,000	\$ 62,000
Audit Fees	11,550	12,500	12,500	12,500	16,000
Conference, Class and Education	2,747	7,500	685	2,000	32,500
Dues, Publications and Subscriptions	6,587	9,000	6,038	6,050	9,000
Election	4,017	30,000	52,176	53,000	-
IT Support	16,867	22,000	30,969	37,312	37,700
Office Equipment and Supplies	7,410	6,000	8,637	10,406	10,000
Publication - Legal Notice	1,244	1,500	54	1,000	1,000
Repairs and Maintenance	1,959	2,000	2,763	3,329	2,000
Telephone Service	22,344	26,600	28,268	34,058	35,000
Travel and Meeting Expense	3,915	5,000	3,239	3,902	5,000
Office Overhead (COA, utilities, rent, etc.)	45,011	42,000	36,531	44,013	48,000
General Insurance	36,125	47,342	48,825	50,000	52,000
Tax Collection Expense - Debt Service	38,787	39,846	39,895	39,900	43,073
Tax Collection Expense - Operations	4,510	5,157	5,163	5,170	12,114

**TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PROPOSED 2024 BUDGET**

	2022 Actual	2023 Budget	YTD Actual 10/31/2023	2023 Estimated	Proposed 2024 Budget
Vehicle Expense	61,943	1,000	2,548	3,070	3,000
Contingency/Emergency Reserves/Miscellaneous	14,657	10,000	10,777	15,000	25,000
Total General Administration	\$ 345,811	\$ 317,445	\$ 341,182	\$ 385,710	\$ 393,387
Total General Administrative, Legislative and Professional Services	\$ 683,089	\$ 833,288	\$ 685,654	\$ 909,737	\$ 818,964
<u>Operations</u>					
<u>Salaries and Benefits- Streets and Parks</u>					
Salaries/Wages	\$ 683,726	\$ 779,440	\$ 743,815	\$ 886,163	\$ 850,651
Salaries/Wages - Seasonal	9,980	25,000	20,480	22,000	25,000
Overtime/On-call	21,528	20,000	25,448	30,660	26,300
Unemployment Insurance	1,343	3,000	2,307	2,780	1,700
Workers' Compensation Insurance	17,865	18,000	16,573	16,600	15,000
Health and Dental	155,282	163,560	179,523	212,293	203,714
Employer's FICA	44,659	51,115	49,148	59,214	55,925
Employer's Medicare	10,445	11,954	11,494	13,848	13,080
Retirement	22,063	39,972	21,650	26,084	45,100
Life and Disability Insurance	8,115	8,460	9,094	10,957	9,430
Total Salaries and Benefits - Streets and Parks	\$ 975,006	\$ 1,120,502	\$ 1,079,532	\$ 1,280,599	\$ 1,245,900
<u>Parks and Open Space O & M</u>					
Repair of Facilities	\$ 19,081	\$ 6,000	\$ 3,748	\$ 4,000	\$ 6,000
Annual Flower and Shrub Replacement Program	5,431	10,000	1,643	1,980	10,000
Holiday Lights	-	5,000	-	2,500	2,500
Lawn Fertilizer, Tree Fertilizer and Weed Control Program	47,510	60,000	54,520	65,687	65,000
Park Irrigation Water Payments	237,043	200,000	242,650	292,349	240,000
Repair and Maintenance	83,651	85,000	99,459	100,000	100,000
Supplies/Trees Replacement	18,357	15,000	14,141	14,500	5,000
Tools	5,670	7,000	2,329	2,500	2,500
Equipment and Projects	13,613	10,000	12,625	18,000	15,000
Clothing and Safety Equipment	12,182	12,000	13,614	17,400	18,000
Vehicle Expense - Fuel	-	40,000	31,974	40,000	40,000
Back Flow Inspection	-	3,500	-	4,500	4,500
ET 3 Year Subscription	-	-	-	-	-
Total Parks and Open Space O & M	\$ 442,538	\$ 453,500	\$ 476,703	\$ 563,416	\$ 508,500
<u>Streets Operations and Maintenance</u>					
Operations and Maintenance - (includes Crack Seal)	\$ 71,701	\$ 60,000	\$ 36,285	\$ 60,000	\$ 60,000
Vehicle Maintenance/Plowing and Snow Removal	26,430	20,000	24,688	29,745	30,000
Customer Sidewalk Repair	-	20,000	-	-	20,000
District Sidewalk Repair/ADA Ramps	-	35,000	34,181	41,182	35,000
Snow Removal Per Diem/Emergency	-	5,000	-	5,000	5,000
Streets- Engineering	-	2,500	800	1,200	2,500
Engineering - TOM	-	5,000	-	5,000	5,000
Fuel	-	25,000	13,920	20,500	25,000
Contract Street Sweeping	15,930	25,000	12,085	15,000	25,000
Sand and Salt for Roads	32,884	45,000	21,324	21,500	52,000
Supplies	356	3,500	-	3,500	4,000
Total Streets	\$ 147,301	\$ 246,000	\$ 143,283	\$ 202,627	\$ 263,500
Total Parks and Streets O & M	\$ 589,839	\$ 699,500	\$ 619,986	\$ 766,042	\$ 772,000
<u>Lighting</u>					
MVE Operation and Maintenance	\$ 14,360	\$ 50,000	\$ 11,543	\$ 14,500	\$ 20,000
Repair and Maintenance	-	3,000	6,288	7,576	3,000
Total Lighting	\$ 14,360	\$ 53,000	\$ 17,831	\$ 22,076	\$ 23,000
<u>Signage</u>					
Repairs and Maintenance	\$ 14,482	\$ 8,000	\$ 13,317	\$ 13,500	\$ 15,000
Total Signage	\$ 14,482	\$ 8,000	\$ 13,317	\$ 13,500	\$ 15,000
<u>Traffic Control</u>					
Operation and Maintenance	\$ 64,233	\$ 50,000	\$ 63,852	\$ 65,000	\$ 65,000

**TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PROPOSED 2024 BUDGET**

	2022 Actual	2023 Budget	YTD Actual 10/31/2023	2023 Estimated	Proposed 2024 Budget
Operation and Maintenance - Signal Repair	-	15,000	-	15,000	10,000
Repairs and Maintenance - Striping	1,152	30,000	-	2,000	30,000
Total Traffic Control	\$ 65,385	\$ 95,000	\$ 63,852	\$ 82,000	\$ 105,000
<u>Drainage/Erosion Control</u>					
Repairs and Maintenance (includes Concrete work)	\$ 72,156	\$ -	\$ 4,154	\$ 5,005	\$ -
Stormwater Pond Maintenance Repair	-	20,000	-	-	20,000
Stormwater Inlet Maintenance	-	20,000	-	-	-
Total Drainage/Erosion Control	\$ 72,156	\$ 40,000	\$ 4,154	\$ 5,005	\$ 20,000
<u>Total Conservation Trust Fund Projects</u>	\$ 37,908	\$ 40,000	\$ 30,105	\$ 40,000	\$ 40,000
Total Operations	\$ 1,769,136	\$ 2,056,002	\$ 1,828,777	\$ 2,209,222	\$ 2,220,900
Total Legislative, General Administrative and Operations	\$ 2,452,223	\$ 2,889,289	\$ 2,514,431	\$ 3,118,958	\$ 3,039,864
Debt Service					
Bond Interest Payment	\$ 1,848,213	\$ 1,815,363	\$ 970,682	\$ 1,815,363	\$ 1,781,163
Bond Principal Payment	730,000	760,000	-	760,000	845,000
Paying Agent Fees	5,924	5,000	6,140	8,000	8,000
Total Debt Service	\$ 2,584,137	\$ 2,580,363	\$ 976,822	\$ 2,583,363	\$ 2,634,163
Total Expenditures	\$ 5,036,360	\$ 5,469,652	\$ 3,491,253	\$ 5,702,321	\$ 5,674,027
OTHER FINANCING USES - Expenditures					
Transfer to Enterprise	\$ 750,000	\$ 900,000	\$ 747,000	\$ 900,000	\$ 800,000
Transfer to Capital Projects - Equipment/Improvements	508,110	1,379,500	1,243,813	1,421,680	1,898,000
Total Other Financing Uses	\$ 1,258,110	\$ 2,279,500	\$ 1,990,813	\$ 2,321,680	\$ 2,698,000
Total Expenditures and Other Financing Uses	\$ 6,294,470	\$ 7,749,152	\$ 5,482,066	\$ 8,024,001	\$ 8,372,027
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ 971,916	\$ 796,300	\$ 2,845,890	\$ 846,010	\$ (468,361)
FUND BALANCE - BEGINNING	\$ 3,711,770	\$ 4,678,616	\$ 2,509,446	\$ 2,509,446	\$ 3,355,456
FUND BALANCE - ENDING	\$ 4,683,686	\$ 5,474,916	\$ 5,355,336	\$ 3,355,456	\$ 2,887,095
Less: Restricted Funds	\$ (2,174,240)				

ENTERPRISE FUND

**TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND
PROPOSED 2024 BUDGET**

	2022 Actual	2023 Budget	YTD Actual 10/31/2023	2023 Estimated	Proposed 2024 Budget
REVENUE					
Water Revenue	\$ 1,943,214	\$ 2,200,000	\$ 1,765,266	\$ 2,126,827	\$ 2,420,000
Sewer Revenue	1,990,085	2,063,000	1,906,065	2,296,464	2,496,230
Renewable Water Fee	485,944	421,260	626,487	754,804	463,386
Contract Sewer and Water Service - Forest Lakes	225,882	220,000	198,053	238,618	242,000
Water Meter Kits	33,000	34,500	63,973	77,076	30,000
Miscellaneous	71,372	60,000	67,088	60,000	60,000
Bulk Water Revenue	119,137	100,000	15,087	18,177	20,000
Water Lease- Comanche	174,792	180,460	137,166	165,260	186,775
Lot Inspection Fees	-	-	15,000	18,072	25,000
Base Rate/Capital Improvement Fee	899,481	977,000	854,111	1,029,049	1,100,000
Administrative Fee	117,936	120,000	112,080	135,036	158,400
Interest	184,062	150,000	603,835	727,512	200,000
Total Revenue	<u>6,244,905</u>	<u>6,526,220</u>	<u>6,364,211</u>	<u>7,646,895</u>	<u>7,401,791</u>
EXPENDITURES					
<u>Administrative</u>					
<u>Salaries and Benefits</u>					
Salaries/Wages	\$ 860,800	\$ 966,200	\$ 889,452	\$ 1,071,629	\$ 1,151,005
Overtime/On-call	34,164	30,000	42,346	51,019	39,425
Unemployment Insurance	1,811	3,300	1,063	1,281	2,000
Workers' Compensation Insurance	8,672	10,000	9,107	12,000	12,000
Health and Dental	142,283	175,730	124,454	149,945	200,353
Employer's FICA	54,409	61,764	57,659	69,469	73,810
Employer's Medicare	12,943	14,445	13,485	16,247	17,265
Retirement	31,108	49,810	25,961	31,278	59,520
Life and Disability Insurance	8,750	10,750	8,970	10,807	12,735
Total Salaries and Benefits	<u>\$ 1,154,940</u>	<u>\$ 1,321,999</u>	<u>\$ 1,172,497</u>	<u>\$ 1,413,675</u>	<u>\$ 1,568,113</u>
<u>Professional Services</u>					
Professional Services- Engineering	\$ 90,854	\$ 60,000	\$ 124,976	\$ 150,573	\$ 60,000
Professional Services- Public Relations	26,181	30,000	24,942	30,051	40,000
Professional Services/Amcobi/National Meter	110,239	103,000	99,643	120,052	120,000
Development Services/Monson, Cummins & Shohet	213,238	100,000	160,147	170,000	170,000
Total Professional Services	<u>\$ 440,512</u>	<u>\$ 293,000</u>	<u>\$ 409,708</u>	<u>\$ 470,676</u>	<u>\$ 390,000</u>
<u>Administrative</u>					
Accounting Services	\$ 66,138	\$ 50,000	\$ 52,114	\$ 62,788	\$ 62,000
Audit Fees	11,550	12,500	12,500	12,500	16,000
Conference, Class and Education	1,964	4,000	2,407	4,000	11,500
Dues, Publications and Subscriptions	10,301	9,000	5,974	7,198	9,000
Election Expense	583	-	-	-	-
IT Support	19,976	22,000	33,008	39,769	51,700
Office Equipment and Supplies	9,106	5,000	1,156	1,393	2,000
Postage	1,013	1,000	998	1,202	1,500
Publication - Legal Notice	-	200	-	-	200
Repairs and Maintenance	-	-	-	-	-
Telephone Service	12,587	14,600	13,723	16,534	17,000
Travel and Meeting Expense	343	1,000	128	154	2,000
Office Overhead (COA, utilities, etc.)	13,507	14,000	10,131	12,206	14,000
Clothing Uniform Rental and Safety Equipment	8,324	10,000	6,747	8,129	10,000
General Insurance	35,949	47,342	50,117	53,000	60,000
Vehicle Expense	45,536	60,000	49,186	59,260	70,000
Bank Charges	13,822	15,000	590	711	1,000
Miscellaneous	5,944	2,000	320	386	2,000
Total General Administration	<u>\$ 256,643</u>	<u>\$ 267,642</u>	<u>\$ 239,099</u>	<u>\$ 279,229</u>	<u>\$ 329,900</u>
Total General Administrative	<u>\$ 1,852,095</u>	<u>\$ 1,882,641</u>	<u>\$ 1,821,304</u>	<u>\$ 2,163,580</u>	<u>\$ 2,288,013</u>
<u>Water System</u>					
Water Testing	\$ 48,211	\$ 40,000	\$ 96,063	\$ 90,000	\$ 50,000
Water/Accounting - Engineering	-	-	-	-	20,000
Waste Disposal	-	10,000	-	10,000	10,000
Sludge Disposal	11,020	35,000	985	76,000	40,000
Gas Utilities	6,746	9,000	7,357	8,864	11,000
Electric Utilities	372,728	350,000	286,176	344,790	350,000

**TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND
PROPOSED 2024 BUDGET**

	2022 Actual	2023 Budget	YTD Actual 10/31/2023	2023 Estimated	Proposed 2024 Budget
SCADA Support	1,607	33,000	11,789	14,204	33,000
Repairs and Maintenance	167,349	240,000	274,201	330,363	250,000
Storage Tank Maintenance	434	5,000	5,000	5,000	5,000
Operating Supplies	31,725	30,000	6,618	7,973	30,000
Bulk Chemical Supplies (Starting HMO Treatment)	57,687	70,000	48,677	58,647	70,000
Lab Chemicals and Supplies	18,925	15,000	14,253	17,172	20,000
Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit)	8,803	25,000	10,246	25,000	25,000
Tools	1,300	4,000	1,922	2,316	4,000
Water and Ditch Assessments	209,155	150,000	175,903	150,424	156,000
Water Lease (300 af)	-	-	-	-	255,000
Leased Pueblo Reservoir Lease & Outlet	-	63,206	-	73,206	70,735
Equipment Meter Supplies/Meter Kits	457,090	204,000	41,973	30,000	20,000
Lower Fountain Creek	-	11,500	11,845	14,271	12,200
Total Water System	\$ 1,392,780	\$ 1,294,706	\$ 993,008	\$ 1,258,230	\$ 1,431,935
Wastewater System/Treatment					
Wastewater TF/Donala/IGA	\$ 662,186	\$ 824,000	\$ 531,802	\$ 640,725	\$ 957,838
Repairs and Maintenance	1,811	5,000	6,414	7,728	10,000
Tools	-	3,000	-	3,000	7,000
Wastewater-Engineering	-	-	136,607	150,000	-
Video Collection System - Annual (2 Zones and Commercial)	-	-	-	-	-
Operating Supplies	545	1,000	546	658	1,000
Transit Loss	7,469	5,700	5,688	6,853	9,000
Total Wastewater System/Treatment	\$ 672,011	\$ 838,700	\$ 681,057	\$ 808,964	\$ 984,838
Wastewater System/Collections					
Engineering	\$ -	\$ -	\$ -	\$ -	\$ 10,000
Tools	-	-	-	-	5,000
Supplies/Uniforms	-	-	-	-	10,000
Repairs and Maintenance	-	-	-	-	25,000
Fuel	-	-	-	-	10,000
Vehicle Maintenance	-	-	-	-	2,500
Video Collection System - Annual (2 Zones and Commercial)	76,948	-	-	-	-
Total Wastewater System/Collections	\$ 76,948	\$ -	\$ -	\$ -	\$ 62,500
Total Administrative and Operations	\$ 3,993,834	\$ 4,016,047	\$ 3,495,369	\$ 4,230,773	\$ 4,767,286
Debt Service					
Paying Agent Fees+ accrued interest	\$ 3,750	\$ 5,000	\$ 2,000	\$ 5,000	\$ 5,000
CWCB Loan Interest	-	-	-	-	90,000
2018 Bond Issue - Debt Service	665,350	665,100	225,050	665,100	664,350
2020B Bonds - Debt Service	421,650	641,650	210,825	641,650	642,850
2020A Bond Issue -Debt Service	889,744	890,494	295,247	890,494	890,494
Total Debt Service	\$ 1,980,494	\$ 2,202,244	\$ 733,122	\$ 2,202,244	\$ 2,292,694
Total Expenditures	\$ 5,974,328	\$ 6,218,291	\$ 4,228,491	\$ 6,433,017	\$ 7,059,980
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 270,577	\$ 307,929	\$ 2,135,720	\$ 1,213,878	\$ 341,811
OTHER FINANCING SOURCES (USES)					
Transfer from other funds	\$ 883,284	\$ 900,000	\$ 747,000	\$ 900,000	\$ 800,000
Transfer to other funds	-	(12,787,586)	(11,260,964)	(12,376,398)	(4,750,768)
Total Other Financing Sources (Uses)	\$ 883,284	\$ (11,887,586)	\$ (10,513,964)	\$ (11,476,398)	\$ (3,950,768)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES (USES)	\$ 1,153,861	\$ (11,579,657)	\$ (8,378,244)	\$ (10,262,520)	\$ (3,608,957)
FUND BALANCE - BEGINNING	\$ 16,351,309	\$ 18,264,564	\$ 17,505,170	\$ 17,505,170	\$ 7,242,650
FUND BALANCE - ENDING	\$ 17,505,170	\$ 6,684,907	\$ 9,126,926	\$ 7,242,650	\$ 3,633,693

CAPITAL PROJECTS FUNDS

**TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - GENERAL
PROPOSED 2024 BUDGET**

	2022 Actual	2023 Budget	YTD Actual 10/31/2023	2023 Estimated	Proposed 2024 Budget
REVENUE					
Insurance Reimbursement	-	-	-	-	8,000
Higby Road Study	\$ 70,000	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 70,000	\$ -	\$ -	\$ -	\$ 8,000
EXPENDITURES					
<u>Vehicles and Equipment- Utilities</u>					
Vehicles and Equipment	\$ 136,629	\$ -	\$ -	\$ -	
3/4 Ton Truck, plow package and Flatbed	-	82,000	72,632	82,000	500,000
Land for Office Building	-	-	-	-	
2 Post Lift for Truck	11,060	-	-	-	
Mower 60" Riding Mower Toro Z Master	14,382	-	-	-	
Ventrac 4500 Tractor	45,509	-	-	-	
Ventrac Power Rake	-	10,000	9,049	9,049	
Used John Deere Compact Loader	72,000	-	-	-	
Plow Truck Combo Dump Truck	-	100,000	97,508	100,000	
Toro Mower	-	-	-	-	10,000
Shop Tool	-	-	-	-	3,000
Ventrack Edger Attachment	-	-	-	-	5,000
Spare Traffic Signal Controller - Leather Chaps/Higby	-	-	-	-	8,000
Mow Crew Trailer	-	-	-	-	9,500
Litter cat Turf Sweeper	-	-	-	-	13,500
Shop Safety Cabinets - Pesticides	-	-	-	-	4,000
Arrow Board - Traffic Control -Used	-	-	-	-	6,000
Vac Truck	-	185,000	182,346	182,346	
Material Storage Facility	-	20,000	4,000	5,000	20,000
Software- Cash Receipts	-	10,000	5,950	5,950	
Two Way Radio System for Fleet	9,228	-	-	-	
Total Vehicles and Equipment	\$ 288,808	\$ 407,000	\$ 371,485	\$ 384,345	\$ 579,000
<u>Park and Street Improvements</u>					
Overlay Parking Lot at Public Works Facility	\$ -	\$ 196,000	\$ 176,023	\$ 196,000	\$ -
Higby Road Study	237,400	250,000	-	-	-
Higby Road- Design and Construction	47,600	-	239,519	250,000	1,600,000
Remington Hill Overlay	-	242,500	270,972	271,000	-
Woodman- Old Denver Road	16,437	-	-	-	-
Streetscape Improvements - Leather Chaps and Baptist Road	35,076	-	-	-	-
Streetscape Improvements - Leather Chaps and Creekside	-	-	-	-	150,000
Irrigation Enhancement Lyons Tail Kitchner to Leather Chaps Northside	-	20,000	-	20,000	-
Baseline Controller	-	15,000	4,674	15,000	15,000
Irrigation Enhancement Kitchner near James Gate	-	10,000	-	10,000	-
Storage/ Garage Building	18,205	65,000	85,335	85,335	-
Trail Enhancement Project St. Lawrence Way Cul de Sac	-	-	-	-	-
Street Improvements	142,541	-	-	-	-
Playground Improvements - Burke Hollow Park	-	-	-	-	150,000
Playground Improvements (Old Creek Park)	-	168,000	120,891	168,000	-
Restroom in Train Park	-	6,000	2,645	6,000	-
Gazebos (Old Creek Park and Train Park)	-	50,000	60,417	61,000	-
Agate Park	-	150,000	151,371	155,000	-
Tanks for Liquid Brine	-	-	-	-	12,000
Sanctuary Park Reimbursement	-	-	-	-	1,000,000
Leather Chaps and Jackson Street Light	-	50,000	-	50,000	
Steel Building for A-yard	7,043	-	-	-	
Total Park and Street Improvements	\$ 504,302	\$ 1,222,500	\$ 1,111,847	\$ 1,287,335	\$ 2,927,000
Total Expenditures - District Capital	\$ 793,110	\$ 1,629,500	\$ 1,483,332	\$ 1,671,680	\$ 3,506,000
EXCESS OF REVENUE OVER (UNDER)					
EXPENDITURES	\$ (723,110)	\$ (1,629,500)	\$ (1,483,332)	\$ (1,671,680)	\$ (3,498,000)
OTHER FINANCING SOURCES (USES)					
Transfer from General Fund	\$ 508,110	\$ 1,379,500	\$ 1,243,813	\$ 1,421,680	\$ 1,898,000
Higby Road - Developer Contribution - Escrow	215,000	250,000	239,519	250,000	1,600,000
Total Other Financing	\$ 723,110	\$ 1,629,500	\$ 1,483,332	\$ 1,671,680	\$ 3,498,000
EXCESS OF REVENUE OVER (UNDER)					
EXPENDITURES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

**TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - ENTERPRISE
PROPOSED 2024 BUDGET**

	2022 Actual	2023 Budget	YTD Actual 10/31/2023	2023 Estimated	Proposed 2024 Budget
REVENUE					
Water Tap Fees	\$ 831,740	\$ 722,400	\$ 1,131,536	\$ 1,150,000	\$ 903,000
Sewer Tap Fees	440,875	420,000	609,000	620,000	525,000
Thompson Thrift Apartments	-	2,743,535	2,669,096	2,669,096	-
Water/Sewer Impact Fee	32,000	30,000	43,500	45,000	37,500
Renewable Water Fee	459,830	421,260	626,487	640,000	807,600
Admin Fee	18,000	90,000	36,000	39,000	45,000
Lease Revenue (FMIC)	59,829	65,000	169,125	200,000	25,000
Effluent Paid-AGUA	177,159	225,000	57,679	86,088	50,000
Review and Comment Fee	32,500	30,000	38,447	40,000	25,000
Western Interceptor	-	-	114,080	114,500	-
Water Infrastructure Agreement Fee Homeplace Ranch	-	-	1,200,000	1,200,000	500,000
Wastewater Treatment Fees Homeplace Ranch	-	-	300,000	300,000	300,000
Sale of Asset	-	-	44,000	44,000	-
Stonewall Lease	-	1,000	36,429	36,429	36,000
Grazing Lease	1,500	-	-	2,000	-
Sale of 18" Pipeline Forest Lakes	122,500	-	-	-	-
ARPA Grant	-	-	-	-	250,000
NDS - Forest Lakes/Purchase Participation Agreement	-	-	-	199,506	798,025
Miscellaneous Income	19,421	-	25,000	25,000	-
AGRA-Excelsior Culvert	-	-	-	-	84,000
Developer Contribution - MI-PB Infrastructure	1,607,720	-	-	-	-
Payment in Lieu of Water Rights	465,066	600,000	146,727	146,727	100,000
Total Revenue	\$ 4,268,140	\$ 5,348,195	\$ 7,247,106	\$ 7,557,346	\$ 4,486,125
EXPENDITURES					
<u>Vehicles and Equipment - Utilities</u>					
Equipment/Vehicles 2021 Ranger for Treatment Manager	\$ 26,822	\$ -	\$ -	\$ -	\$ -
Equipment/ Vehicles	58,000	-	-	-	-
Equipment/Vehicles 2021 F-250 Field Operation and Treatment Ops	61,187	-	-	-	-
RAM ProMaster 2500	54,430	-	-	-	-
Goose Neck Trailer	4,500	-	-	-	-
Land for Office Building	-	-	-	-	500,000
Replacement Pumps at C-Plant 2-300-500 gpm, plus VFD	115,528	-	-	-	-
Camera Van - Outfit with Equipment	-	100,000	216,722	216,722	53,500
Vac Truck	180,000	185,000	182,346	182,346	-
Total Vehicles and Equipment	\$ 500,467	\$ 285,000	\$ 399,068	\$ 399,068	\$ 553,500
<u>Wells</u>					
Replacement of VFD for Well D-7	\$ -	\$ -	\$ -	\$ -	\$ -
Replace VFD for Well D-1 and A-1	47,500	-	-	-	144,000
A-4 Pump and Motor and Transfuser	-	150,000	195,550	195,550	35,000
Drill and Outfit A-9 & D-9 Wells	-	-	-	-	-
Plant Improvements at A Plant to Pump to B Plant	-	-	-	-	-
Total Wells	\$ 47,500	\$ 150,000	\$ 195,550	\$ 195,550	\$ 179,000
<u>Water Improvements</u>					
Two, Plant Blower Motors	\$ 13,830	\$ -	\$ -	\$ -	\$ -
Filter Media Replacement (2 Filter @ B Plant & 2 Filter @ A-Plant)	138,931	130,000	56,543	56,543	-
Tank Design	-	-	-	-	250,000
SCADA	1,272	12,000	8,726	12,000	-
AOS - WRSAP/CSU	-	-	-	-	564,393
NMCI/Wastewater Design and Permitting	2,682,038	300,000	-	-	350,000
Northern Delivery System	285,000	100,000	-	100,000	-
Bore 1-25 for Service to Conexus	20,750	150,000	-	200,000	-
Tap Fee Credits	379,844	100,000	128,408	130,000	-
Bale Ditch- Augmentation Station	5,799	25,000	-	25,000	-
Storage/ Garage Building	18,205	65,000	85,335	85,335	-
AVIC Bale Change Case - Brownstein	335,510	200,000	406,116	406,116	300,000
FMIC Change Case	17,190	50,000	20,021	50,000	50,000
Excelsior Change Case - Cummins	-	50,000	14,211	50,000	50,000
Excelsior Exchange Case	13,360	50,000	-	50,000	50,000
Excelsior Ditch at Nyberg Rd.	-	-	115,584	115,584	340,000
Pueblo Reservoir - Excess Capacity Leasing and Permitting	146,760	-	-	-	-

**TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - ENTERPRISE
PROPOSED 2024 BUDGET**

	2022 Actual	2023 Budget	YTD Actual 10/31/2023	2023 Estimated	Proposed 2024 Budget
Central Reservoir - Powerline Relocation and Permitting	-	200,000	204,655	205,000	-
South Reservoir - Improvements	2,263,561	-	-	-	-
Quarter Circle Ranch	-	-	906	1,000	-
AVIC Augmentation Station/Diversion Structure/Recharge Pond	-	100,000	-	100,000	2,500,000
Bale Ditch Purchase	-	100,000	61,522	100,000	-
Chicago Springs Ranch Master Plan and Improvements and Annex	-	50,000	-	50,000	-
Chicago Springs Ranch Recharge Facility	-	40,000	-	40,000	-
Chicago Springs Augmentation Station and Permitting	-	40,000	-	40,000	-
South Reservoir - Valve House	-	100,000	927,493	930,000	-
Segment D - Delivery System	-	-	-	-	-
Sailor Property	-	-	3,767	3,767	-
MI-PB Infrastructure Project/Power line in 2024	1,607,720	-	17,000	17,000	226,002
Northern Delivery System Pipeline Construction Project	-	16,738,781	15,892,635	16,738,781	4,500,000
Water Purchases and Diligence Investigations/Permitting/Land Purchase	90,022	-	-	-	-
Total Water Improvements	\$ 8,019,792	\$ 18,600,781	\$ 17,942,922	\$ 19,506,126	\$ 9,180,395
Total Expenditures - Enterprise Capital	\$ 8,567,759	\$ 19,035,781	\$ 18,537,540	\$ 20,100,744	\$ 9,912,895
EXCESS OF REVENUE OVER (UNDER)					
EXPENDITURES	\$ (4,299,619)	\$ (13,687,586)	\$ (11,290,433)	\$ (12,543,398)	\$ (5,426,770)
OTHER FINANCING SOURCES (USES)					
Transfer from (to) Enterprise Fund	\$ (133,284)	\$ 12,787,586	\$ 11,260,962	\$ 12,376,398	\$ 4,750,768
CWCB Loan Proceeds	4,432,903	900,000	12,471	286,000	450,000
MI-PB - Eserow	-	-	17,000	17,000	226,002
Total Other Financing	\$ 4,299,619	\$ 13,687,586	\$ 11,290,433	\$ 12,679,398	\$ 5,426,770
EXCESS OF REVENUE OVER (UNDER)					
EXPENDITURES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -

TRIVIEW METROPOLITAN - SUBDISTRICT A

Proposed 2024 Budget

TRIVIEW METROPOLITAN - SUBDISTRICT A
GENERAL FUND
PROPOSED 2024 BUDGET

	<u>2022 Actual</u>	<u>2023 Estimate</u>	<u>Proposed 2024 Budget</u>
REVENUE			
Property Tax	\$ -	\$ -	\$ -
Specific Ownership Tax	-	-	-
Interest/Miscellaneous	-	-	-
Total Revenue	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
EXPENDITURES			
Expenditures	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
BEGINNING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
ENDING FUND BALANCE	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>



Triview Metropolitan Public Works December 2023 Report

List of December Projects:

- Winter water trees and shrubs throughout the district.
- Weekly/Daily: Daily trash pick-up around the district and bi-weekly cleaning of trash cans and doggie pot stations
- Calibrating new brine sprayer to be ready for first district pre-treatment application December 7, 2023. We have been working on a partnership with CDOT to supply us with liquid brine. At this point we are going to see how this product works for us as a pre-treatment only on our mains and problem areas.
- District Fall pruning going well
- Snow- We had a couple small systems move through the district only light activation with the fleet little plow and mostly granular materials used for slick icy roads.
- Finished district crack seal project. This project was performed by all in house public works employees. We rented a unit and purchased the material with our budgeted allotment. We will continue to perform this task next year.
- Trail enhancement project to start on St. Lawrence trail.
- District signage and street signs audit to replace faded or damaged signs.
- District fencing repairs
- All district street light repairs completed. Need to perform 2nd round.
- Continue Winter shrub/perennial cutback
- Fleet maintenance (Post snow work on multiple trucks and other equipment)
- All Holiday lighting is up and running.



Focus for January:

- Complete Winter shrub/perennial cutback
- Burk Hollow Park Award contract for park renovations.
- District street signage repairs and replacements and wood post painting when weather permits.
- Winter water all plant material
- Schedule backflow certification training and testing for Dallas Hartley and William Gainsford.
- Set up irrigation training classes
- Playground safety audits. Make repairs where necessary.
- Install Playground Mulch where needed.
- Check on continuing ed. For public works employees
- Update Safety Program for Public Works Department
- Continued snow operations training and maintenance
- Crews working on trial system enhancement projects
- Remove and store holiday lighting
- Place add for public works hires. Needing 2 positions filled for the 2024 season.
- Order our salt brine storage tanks for our district snow services.







Triview Metropolitan District Utility Report

- **Water Pumped November 2023:** 14.544 million gallons (MG).
- **Water Pumped November 2022:** 12.494 MG.
- **Wastewater Treated November 2023:** 11.887 MG
- **Wastewater Treated November 2022:** 11.205 MG
- **Linear feet of sewer lines cleaned, and videoed:** FLMD-10,400.
TMD-35,900.
- **Approximate dollar savings with new TMD vac/jet truck:**
(\$3/linear foot) \$105,000.
- **Distribution:** Jackson Creek North pressure reducing valves (PRV's) were set and operational improving water quality and creating a "looped" system.
- **NDS updates:** Paving and striping is complete. Line Stop project with CSU is complete. Pump station floor pour is complete. Metal building scheduled for 12/11 delivery. WTPB pump room pipe modifications to use NDS water are completed.
- **Upcoming projects:** instrumentation and controls (I&C) for WTPB pipe and valve connection to NDS. Moving SCADA computer from trailer into WTPB. WTPB wastewater tank sludge removal. Great Plains software program initiated for accounts payable/accounts receivable process.



1221 W. Mineral Avenue, Suite 202
Littleton, CO 80120

 303-734-4800

 303-795-3356

 www.HaynieCPAs.com

November 30, 2023

Board of Directors
Triview Metropolitan District
16055 Old Forest Point, Suite 300
Monument, CO 80132

To the Members of the Board:

We are pleased to confirm our understanding of the services we are to provide for Triview Metropolitan District (District) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities and the major funds, and the disclosures, which collectively comprise the basic financial statements of Triview Metropolitan District as of and for the year ended December 31, 2023.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Triview Metropolitan District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Triview Metropolitan District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenues, Expenditures, and Change in Fund Balance – Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Triview Metropolitan District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Revenues, Expenses, and Change in Net Position —Budget and Actual (Non-GAAP Budgetary Basis)—Water & Wastewater Fund
- 2) Reconciliation of Budgetary Basis to Statement of Revenues, Expenses and Changes in Net Position – Proprietary Fund.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Improper revenue recognition due to fraud
- Management override of controls

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Triview Metropolitan District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial

statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Haynie & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Colorado or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Haynie & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Colorado or its designee. The State of Colorado or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Our fee will not exceed \$27,500 and includes expenses.

You will be billed at our standard rates based on the number of hours worked. Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. Accounts in excess of 30 days will accrue finance charges at 1.5% per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-

of-pocket expenditures through the date of termination.

Christine McLeod is the engagement partner and is responsible for supervising the engagement and signing the report. We expect to begin our audit on our mutually agreed upon date and to issue our final report no later than July 31, 2024.

Reporting

We will issue a written report upon completion of our audit of Triview Metropolitan District's financial statements. Our report will be addressed to the Board of Directors of Triview Metropolitan District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Haynie & Company

Accepted and agreed to:

Triview Metropolitan District

Officer signature

Title

Date

NORTHERN DELIVERY SYSTEM JOINT FUNDING and PARTICIPATION AGREEMENT

This "Joint Funding and Participation Agreement" ("Agreement") is entered into the day and year hereinafter set forth by and between the TRIVIEW METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview"), and the FOREST LAKES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("Forest Lakes"); each party may be referenced as a "Party", or collectively as the "Parties".

RECITALS

A. This Agreement pertains to participation of Forest Lakes in the funding of the design, engineering, construction, operation, maintenance and repair of a potable water delivery system, Triview's Northern Delivery System, including land acquisition and permitting, for delivery of water resources owned by or available to Forest Lakes, from the Colorado Springs Utilities' ("Utilities") Highway 83 Tank including a pump station at said tank, and transmission pipeline through Old Northgate Road, Roller Coaster Road, and Baptist Road, terminating at Triview's C-Plant Tank, the "NDS Project". From Triview's C-Plant Tank, Triview will deliver water to Forest Lakes' water distribution system through existing Triview distribution and storage facilities..

B. The NDS Project has been funded by Triview, including preliminary design, routing and feasibility studies, land & easement acquisition, permitting and final design. Actual Construction of the NDS Project was initiated in 2023, and is anticipated to be completed in July of 2024 at which time the NDS Project should be fully operation and capable of deliveries to Triview.

C. Forest Lakes has been a cooperative participant in the engineering and design of the NDS Project since its inception, and the parties have anticipated FLMD would ultimately be a participant in the NDS Project, as detailed herein. FLMD's cooperative participation has greatly aided Triview in its engineering, design and construction of the NDS Project, and FLMD is therefore considered a "preferred participant" in light of its non-monetary, but valuable, contributions to date. As a preferred participant, the terms and conditions of this Participation Agreement may reasonably differ from those which may be contained in future agreements with other NDS Project participants.

D. The parties wish to enter into this Participation Agreement in order to formally acknowledge Forest Lakes' participation in the NDS Project, and to specifically identify the rights, obligations and responsibilities of the Parties related to the funding, construction, and future use of the NDS Project.

E. By entering into this Participation Agreement, the Parties, and their respective counsel (collectively "Counsel") and consultants (collectively "Consultants"), agree to continue to share information with Triview's selected NDS Project consultants.

It is the project participants' express goal to ensure that any and all existing data or information applicable to the NDS Project will be shared cooperatively between the Parties.

F. The Parties have an existing Intergovernmental Agreement for Emergency Water System Interconnection and Mutual Aid dated February 1, 2016 (the "Emergency IGA"). Said Emergency IGA describes an interconnect that is anticipated to be used as the location of delivery of water from Triview to Forest Lakes Metropolitan District pursuant to this Agreement. Said Emergency IGA shall remain of full force and effect, but is hereby amended by this Agreement as this agreement anticipates regular and consistent use of the interconnect described in the Emergency IGA. Where this Agreement are inconsistent with those of the Emergency IGA, the terms and conditions of this Agreement shall govern.

NOW THEREFORE, the Parties agree as follows:

1. NDS Project Costs. The "Total Project Costs" anticipated to be incurred by Triview for the NDS Project, including the Initial Project Costs, are anticipated to be: \$25,726,000.00, each as further detailed on the attached **Exhibit A** Cost Summary.

2. Sizing/Flow Rates. Based upon the hydraulic evaluations and geographic and siting limitations identified by Triview and its consultants, it has been determined that maximum flow rate of the NDS Project is approximately 4,000 gallons per minute, to facilitate maximum annual deliveries of up to 6,452 acre feet per year. Triview's estimated build out demand that will be delivered through the SDS is 2,200 acre feet. As a result, excess capacity exists in the Northern Delivery System Pipeline. The NDS Project consists of 16 inch ductile iron pipe from Colorado Springs Utilities' Highway 83 Tank to Triview's Sanctuary Tank located at Triview's "C" Plant, and then utilizes portions of the existing Triview water distribution system for delivery to Forest Lakes.

3. Permitting, Land Acquisition and Construction. Triview retained a Construction Manager/General Contractor ("CMGC") for the NDS Project, Kiewit, in late 2022. Kiewit has worked with Triview's consultants to finalize the design package for the NDS Project and to value engineer those aspects of the project as they are able. Triview and Kiewit have completed all permitting and land acquisition, and Kiewit initiated construction activities on the NDS Project in May of 2023, with operational completion anticipated in July of 2024. Triview has obtained all permitting necessary for the completion of construction of the NDS Project, including an El Paso County 1041 permit applicable to this municipal water project, right of way permitting from El Paso County for the use of Old Northgate Road, Roller Coaster Road, and Baptist Road rights-of-way, in which much of the NDS Project is installed, and all applicable health department permitting. Triview has further acquired all land/easement interests necessary for the construction and operation of the NDS Project, including easements from Baptist Road to the Triview C-Plant Tank, and access/pipeline easements between Highway 83 and the Utilities Highway 83 Tank Site. Triview has further secured a temporary construction license and long-term lease of the Utilities Highway 83 Tank Site for construction and operation of the pump station associated with the NDS Project,

including connection to the Utilities Highway 83 Tank for deliveries therefrom pursuant to a "Convey, Treat and Deliver" contract ("CTD") between Triview and Utilities;

4. Funding/Cost Sharing. Triview is the owner and operator of the NDS Project, and all components thereof. Triview is willing to provide excess capacity in the NDS Project to Forest Lakes, who is willing to contribute *pro rata* to the costs for design, construction, development and operation of the NDS Project. Triview and its consultants have designed the NDS Project, with Forest Lakes cooperative input, to have sufficient excess capacity for the carriage of 150 gallons per minute of supply, and a maximum of 200 acre feet annually, which is the calculated Forest Lakes maximum demand, which will represent Forest Lakes' *pro rata* obligation under this Participation Agreement for Total Project Costs, and future operational costs:

Forest Lakes: 200 af @ max 150 gpm = 3.75 % of total capacity
 (150 gpm/4,000 gpm = 3.75%).

5. Term. Each of the parties hereto are quasi-municipal entities, and political subdivisions of the State of Colorado, with perpetual corporate lives. As such, the term of this Agreement is to be of a perpetual nature, subject to the default and termination provisions herein.

6. Operations. The following terms and conditions shall apply to all deliveries of water to Forest Lakes via the NDS System:

6.1. Delivery of Water to Forest Lakes. Triview will be responsible for all operations necessary for delivery of water to Forest Lakes via the NDS Project, including but not limited to operation of the interconnect between Triview and Forest Lakes' respective distribution systems. Forest Lakes will take possession, dominion, and control of such water once delivered through said interconnect. Deliveries to Forest Lakes are anticipated to be at a rate no greater than 150 gpm, though the parties acknowledge that variances in rates of delivery will occur. Increased rates of delivery not to exceed 250 gpm occur, but only as mutually agreed by Triview and Forest Lakes' respective operators and staff, and the average rate of delivery shall not exceed 150 gpm in any 30-day period.

6.2 Metering. All deliveries of water to Forest Lakes via the NDS Project will be measured and accounted for as part of Triview's operational process. Triview shall record daily meter readings at any time that deliveries of water are being made to Forest Lakes, and will provide such daily meter readings to Forest Lakes on a monthly basis, in tabular format agreed to by Triview and Forest Lakes' respective operations staff, within 10 days of the end of each month to ensure Forest Lakes ability to timely report to the Division Engineer.

6.3 Bi-Annual Operations Planning. Management representatives of Forest Lakes and Triview shall meet a minimum of two times annually to maintain communications concerning immediate and anticipated water operational needs. Such bi-annual meetings shall allow Triview to plan Forest Lakes anticipated deliveries, and

assist in ensuring the operation of the NDS Project in an efficient manner, and to ensure Forest Lakes is timely appraised of any anticipated outages or changes in operation which may affect deliveries of water to Forest Lakes, and to allow Forest Lakes to make contingency plans for the same. Such bi-annual meetings shall occur in March and October of each year, unless the Parties management agree otherwise.

7. Monthly O&M Payments/Availability of Service Payments. Monthly Operation and Maintenance Costs shall be calculated and accounted for by Triview, and may include any and all costs associated with the operation, maintenance and repair of the NDS system, and may further include a reasonable portion of Triview's internal distribution system O&M costs based upon the use of a portion of such distribution system for delivery of water pursuant to this Agreement to Forest Lakes. Monthly O&M costs allocable to FLMD shall be calculated as follows: (a) for the portions of the NDS Project distinct from Triview's internal water distribution system, the cost for pumping will be allocated *pro rata* between the parties based on volumes of water pumped each month for Triview purposes, (and potentially others) and for Forest Lakes' use. All other O&M costs associated with the NDS Project will be allocated based on Forest Lakes' 3.75% licensed capacity in the NDS Project; (b) For those portions of the NDS Project utilizing Triview's water distribution system, Forest Lakes will pay an allocated share of such O&M costs based on the percentage of its volumes conveyed through the portions of the NDS Project utilizing Triview's distribution system as compared to total volumes so conveyed. Once Forest Lakes begins taking delivery of water through the NDS Project, but not until, Forest Lakes shall be responsible for monthly payments to Triview based upon the allocated 3.75% of operation and maintenance costs associated with Forest Lakes entitlements herein for the use of excess capacity in the NDS Project "O&M Payments", as well as for continued reservation of a priority to 3.75% of the capacity of the NDS Project and its infrastructure ("Availability of Service Payments") as described in Paragraph 9, below. This is a "take or pay" contract, and Forest Lakes shall be responsible for the monthly O&M Payments and Availability of Service Payments whether or not Forest Lakes opts to utilize 3.75% of the capacity of the NDS Project in any particular month, but such Forest Lakes responsibility for O&M Payments shall expressly not begin until such time as Forest Lakes first takes delivery of water supplies through the NDS Project, with such responsibility then continuing thereafter regardless of the volumes of water so delivered. Triview will compile operating and maintenance expenses for the prior month's operations before the 15th of each month, and provide Forest Lakes with such data and the calculation of Forest Lakes' allocation thereof. Forest Lakes shall make its monthly payment based upon such calculation prior to the 1st of the following month. Forest Lakes' O&M payments will therefore be in arrears, and should this Agreement terminate for whatever cause, Forest Lakes shall be responsible for payment of the prior month's arrears O&M Payments and Availability of Service Payments, and for any partial month prior to termination.

8. Construction Funding. As described above, Forest Lakes shall share *pro rata* to its maximum use entitlements in the NDS project, calculated at 3.75% as described in Paragraph 4, above, for the design, engineering and construction of the NDS Project. Triview has, to date, advanced all funding the NDS Project, with the Initial

Project Costs totaling \$25,726,000.00, as described in Paragraph 1, above, and as detailed on the attached **Exhibit A**, and Forest Lakes is responsible for its 3.75% portion thereof, being \$964,725.00 (the "Forest Lakes Project Costs"). Forest Lakes shall make FIVE quarterly payments beginning on December 31, 2023 and ending on December 31, 2024 to Triview for the Forest Lakes Project Costs, such payments to be in the amount of \$199,506.46, which amount includes interest calculated at 4.5% per annum. The final quarterly payment on December 31, 2024 shall be adjusted, up or down, to reflect any change in actual Total Project Costs incurred verses the estimated Total Project Costs described in Paragraph 1, above and as detailed on the attached **Exhibit A**. Triview will provide final cost accounting for the as-built costs of the NDS Project to Forest Lakes on or before October 1, 2024, along with the calculation of the final payment due, and Forest Lakes shall tender such final payment to Triview on or before March 31, 2025. Triview will continue to serve as the project manager, and will be responsible for paying NDS Project invoices. Following Forest Lakes completion of payments for all Forest Lakes Project Costs as described above, Forest Lakes shall have no further obligation or requirement to contribute to NDS Project construction costs, and Forest Lakes shall thereafter own a license in the capacity of the NDS Project equal to 3.75% of such capacity, for so long as this Agreement remains valid and in place.

9. Availability of Service Fees. As part of Triview's Convey, Treat and Deliver contract ("CTD") with Colorado Springs Utilities, Triview is required to pay a "Regional Water System Availability Fee" associated with Triview's purchase of sufficient system capacity to carry Triview's maximum entitlements at build out. In order to ensure availability of Utilities' system capacity for both Triview and Forest Lakes' respective maximum deliveries, additional system availability capacity will need, at some point, to be purchased. As Triview has contracted with Utilities, Triview must purchase such additional capacity on Forest Lakes behalf, and based upon current pricing for such capacity provided by Utilities, such capacity will cost \$1,258,047.00. The Parties agree and acknowledge that such additional capacity need not be purchased until such time as it is required, and the Parties agree and acknowledge that the current pricing discussed above is subject to change and likely to increase over time. Forest Lakes shall, therefore, make payments to Triview of 3.75% of Triview's Regional Water Availability Fee upon the NDS becoming fully operational, or upon Triview's beginning to make such payments to Colorado Springs Utilities, whichever may be sooner. Such monthly Availability of Service Payments shall be in the amount of $\$1,763.73^1$, and shall continue until such time as Triview must purchase the additional system capacity described above from Colorado Springs Utilities in order to ensure full capacity for delivery of water for both Triview and Forest Lakes respective needs. Thereafter, Forest Lakes monthly Availability of Service Payments shall be in the amount of 3.75% of the new Triview payment to Colorado Springs Utilities, reflecting the then-applicable price of additional system capacity from Colorado Springs Utilities.

¹ Utilities' Annual System Availability Fee of \$564,393.00 x Forest Lakes' NDS allocation of 3.75% = \$21,164.74, divided by 12 months = \$1,763.73 per month.

10. Operations/Repairs. Triview shall be responsible for all operations, maintenance, repair and capital replacement associated with the NDS Project, and for coordination of water supply deliveries and accounting with Utilities, the State and Division Engineer, and such other parties as may be necessary. Forest Lakes shall timely comply with all requests for information or data as to supplies of water to be delivered to Forest Lakes via the NDS Project, and shall cooperate and coordinate with Triview so as to ensure timely and proper accounting and delivery of all water supplies through the NDS Project.

10.1. Triview shall utilize all good faith efforts to ensure regular and uninterrupted operation of the NDS Project and deliveries of water thereby, including Forest Lake's excess capacity provided herein, and shall at all times operate the NDS Project in compliance with all applicable federal, state and local laws, standards, rules and regulations. Notwithstanding the foregoing, the parties agree and acknowledge that repairs and maintenance to the infrastructure comprising the NDS Project are inevitable, and that from time to time unavoidable interruptions in water deliveries are expected to occur. Forest Lakes acknowledges such interruptions in service necessitated by maintenance and repair are anticipated to and will occur, and Forest Lakes shall operate its municipal water distribution system, including well fields and other water rights available to Forest Lakes, to account for such temporary interruptions in service through the NDS Project.

10.2. Forest Lakes shall be responsible for its *pro rata* allocation of 3.75% of all repairs, maintenance and capital improvements necessary for the safe and efficient operation of the NDS Project. Triview shall provide Forest Lakes with as much advance notice as practicable, of any known maintenance and repair activities and anticipated costs therefore, so as to allow for budgeting for the same, and shall provide to Forest Lakes detailed accountings of all expenditures on such repairs, maintenance and capital improvements as part of Triview's invoicing Forest Lakes for the same. Forest Lakes shall promptly pay all such invoices, or timely initiate the dispute resolution measures described in Paragraph 15, below.

11. Water & Water Rights. This Agreement provides Forest Lakes only with capacity within the NDS Project for delivery of water and water rights which may be available to Forest Lakes and which may be delivered via the NDS Project ("FLMD Subject Water"). Triview has not, by this agreement agreed to provide any "full service" water to Forest Lakes, being water owned and controlled by Triview, but rather only the conveyance and delivery of water previously treated through excess capacity in the NDS Project. Such FLMD Subject Water shall be delivered by Triview to Forest Lakes in the quantities FLMD makes available for delivery, less *pro rata* transit losses, and in a quality typical of that required for municipal water service, compliant with all regulatory standards for the same. Notwithstanding the foregoing, the Parties agree and acknowledge that water delivered through the NDS Project to Forest Lakes is first conveyed, treated and delivered to Triview through Utilities' municipal water system. As such, Triview, and now Forest Lakes, are "consecutive water systems", as that term is defined in applicable State of Colorado regulations. Triview has no duty under this excess capacity agreement to independently provide water treatment of the FLMD

Subject Water, but rather only to provide capacity for delivery of the same to Forest Lakes through the NDS Project. Forest Lakes therefore agrees to hold Triview harmless for any deficiencies in water quality which may be beyond Triview's control as a consecutive water system.

12. Modification of Agreement/Addition of New Parties. No part of this Agreement shall be waived, modified, or amended, including by Triview's election to provide excess capacity in the NDS Project to other additional Parties as participants and signatories, provided Forest Lakes' 3.75% capacity is maintained and Forest Lakes is provided 1st priority to the use of such 3.75% of excess capacity in the NDS Project. Forest Lakes' 3.75% license in the NDS Project excess capacity shall not be reduced unless each of Party to this agreement agrees in writing to each amendment of the terms and conditions of this Agreement. Forest Lakes may not sell, assign or otherwise provide its entitlements to the use of excess capacity in the NDS Project provided hereunder without the express written consent of Triview, at Triview's reasonable discretion, expressly excepting Forest Lakes right to assign or transfer, without Triview's consent, its license, rights and obligations hereunder to any or all of the Pinion Pines Metropolitan District Nos. 1-3.

13. Right to Terminate Participation. Forest Lakes may elect to terminate its participation in this Agreement, and the license provided herein, at any time, by signed writing provided to Triview consistent with the notice provisions of Paragraph 16, below. However, Forest Lakes shall remain liable for all design, engineering and construction costs described herein, as well as any O&M expense allocable to Forest Lakes incurred but not yet paid. Upon written termination of this agreement, and payment of all expenses due, Forest Lakes shall be relived of all rights and entitlements under this Agreement, and Triview may utilize, lease, or otherwise dispose of any and all available capacity in the NDS Project previously allocated to Forest Lakes as Triview may deem fit. Triview may not, absent breach of this Agreement as otherwise described in Paragraph 15, below, terminate this Agreement, or otherwise impair or infringe upon Forest Lakes' license, rights and obligations hereunder.

14. Right to Audit. Forest Lakes may, in its discretion, seek to audit the records associated with the design, engineering, construction, operation, repair and maintenance of the NDS Project. Such audit shall be at Forest Lakes sole cost and expense, and materials related to such an audit shall be provided within a reasonable time following a written request for the same by Forest Lakes and compensation to Triview of the actual costs for compliance with such audit request. This right to audit is separate and distinct from Triview's obligation to provide regular accounting and support for operations and charges pursuant to this Agreement.

15. Dispute Resolution. Except in cases of disputes of an emergency nature and requiring immediate resolution, the Parties agree to utilize the following cooperative dispute resolution methods in an attempt to resolve any dispute prior to litigating such issue.

15.1. Default. A Party shall be in default of this Agreement upon failure to comply with any provision of this Agreement without cure of such failure within thirty (30) days after written notice thereof. In the case of a breach which cannot be cured within a period of thirty (30) days, the nonperforming Party shall have such additional time, not to exceed thirty (30) days, to cure the same, provided that the nonperforming Party proceeds promptly and with diligence to cure such breach after receipt of said notice. In the event of an uncured default, the non-defaulting Party shall be entitled to terminate this Agreement and to otherwise proceed with the remedies available to it under Colorado law, subject to the mediation provision provided herein. The prevailing Party in any litigation necessary for enforcement of the provisions of this Agreement shall be entitled to recover costs and reasonable attorneys' fees in addition to any other remedy afforded by the court, as may be available under Colorado Law.

15.2. Mediation. To the extent any claim or dispute is not resolved through the notice/response procedure described in Section 15 above, all such claims or disputes concerning this Agreement shall be submitted to a mediation proceeding before a mutually agreeable mediator. If the Parties are unable to agree upon a mediator within twenty (20) days after delivery of a demand for mediation, the mediation will be conducted by the Judicial Arbiter Group in Colorado Springs, Colorado, who shall appoint a presiding mediator knowledgeable in the legal area(s) involved in the claim or dispute. If mediation is unsuccessful in fully resolving all claims or disputes, the remaining claims or disputes may then and only then, be submitted to the El Paso County District Court for pursuit of a judicial remedy. Any mediation proceeding shall be held in either Monument or Colorado Springs, Colorado and shall be governed by Colorado law.

16. Notices. Any notice required to be given under this Agreement shall be deemed to have been given upon receipt of delivery and shall be addressed to the respective parties as follows:

If to Forest Lakes:

Ann Nichols District Manager
2 N. Cascade Avenue, Ste. 1280
Colorado Springs, CO 80903

With a copy to:

Spencer Fane, LLP
1700 Lincoln St., Ste. 2000
Denver, CO 80203
Attn: Russ Dykstra

If to Triview:

Triview Metropolitan District
16055 Old Forest Point, Ste. 300
Monument, CO 80132
Attn: Jim McGrady, District Manager

With a copy to:

Chris D. Cummins
Monson, Cummins, Shohet & Farr, LLC
13511 Northgate Estates Dr. Ste. 250
Colorado Springs, CO 80921

17. Cooperation. The Parties shall work together in good faith in furtherance of the purposes of this Agreement and shall communicate as necessary and reasonable to facilitate such purposes in order to coordinate activities and implement best practices for provision of the Services. In the event of an alleged violation of this Agreement, either Party may request a coordination meeting be held within 72 hours of the request. Appropriate staff will attend the meeting to resolve issues.

18. Force Majeure. The Parties failure to perform hereunder shall be excused for, and Parties waive against each other, any delay in performance under this Agreement caused by acts of God; inclement weather; war, terrorism, strikes, labor trouble, supply shortage or disruption; acts of governmental and/or public utilities (other than the Parties), governmental/public bodies (other than the Parties); or any other contingencies unforeseen by a Party and beyond its reasonable control.

19. Assignment. Except as expressly set forth in Paragraph 12, above, no Party shall assign its interest in this Agreement without the prior written consent of the other Party. Any alleged or attempted assignment without such written consent shall not be binding against the non-assigning Party.

20. Third Party Beneficiaries. None of the terms, conditions or covenants contained in this Agreement shall be deemed to be for the benefit of any person, customer or user not a Party hereto.

21. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of either of the Parties protections granted pursuant to the Colorado Governmental Immunity Act.

22. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Colorado, and venue shall be proper in the District Court for El Paso County, Colorado.

IN WITNESS WHEREOF, this Agreement is signed by the Parties on the date hereinafter set forth.

TRIVIEW METROPOLITAN DISTRICT:

By: _____
James C. McGrady, District Manager

Date: _____

FOREST LAKES METROPOLITAN DISTRICT:

By: _____
Ann Nichols, District Manager

Date: _____

Exhibit A

Kiewit Pre construction Agreement	\$29,882.00
JDS Design Services 6-22 through 5-23	\$789,910.92
Sub Consultant Services (Design)	\$109,611.13
HKS (Sue Investigation)	\$140,740.00
MVEA Electric install plus Transformer	\$197,489.00
Respec Oversight Construction Invoices 6-23 – 8-24	\$29,869.92 (June 23 Only)
Kiewit GMP Segment A-B	\$21,822,895.00
Segment C Construction Cost Swerdfeger	\$1,699,200.00
Segment D Construction Cost Native Sun	\$418,881.82
Easement Acquisition Erickson	Included in Kiewit Construction Cost
Easement Acquisition Stoecker	<u>\$200,000.00</u>
Total	\$25,438,479.79

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE TRIVIEW METROPOLITAN DISTRICT AND
LEWIS-PALMER SCHOOL DISTRICT NO. 38**

This Intergovernmental Agreement ("IGA") is made by the Triview Metropolitan District, a Title 32 Special District and quasi-municipal corporation of the State of Colorado, ("Triview") and Lewis-Palmer School District No. 38, a body corporate school district of the State of Colorado ("D38"):

WHEREAS, Triview and D38 (collectively the "Districts") are authorized to enter into this IGA pursuant to C.R.S. §§32-1-1001(1)(d)(I) and 22-30-120(1); and,

WHEREAS, within its District boundaries, Triview provides quasi-municipal services, including but not limited to the design, engineering, construction, maintenance and repair of roads and roadways, where appropriate, for the benefit of residents, businesses, and property owners, specifically including but not limited to Higby Road, Leather Chaps Drive and Creekside Drive, as relevant to this IGA; and,

WHEREAS, D38 is responsible for the construction and operation of public schools within its district boundaries, including Lewis Palmer High School as located to the north of Higby Road, and Bear Creek Elementary School, located to the west of Leather Chaps Drive and north of Creekside Drive, as relevant to this IGA; and,

WHEREAS, Triview has designed, engineered, and is proceeding through various permitting processes, in conjunction with the Town of Monument and other property owners directly benefitting therefrom, for improvements to Higby Road, including portions thereof directly adjacent to and fronting Lewis Palmer High School (the "Higby Road Improvements"); and,

WHEREAS, based upon Town requirements, Triview is required to obtain a right-of-way of a minimum of 120 feet for completion of the Higby Road Improvements, though less than a 120 foot right-of-way is currently dedicated to Higby Road, as acquired by the Town of Monument from El Paso County, and D38 is situated such as to remedy this issue through dedication of an easement; and,

WHEREAS, D38 seeks traffic safety improvements to Creekside Drive and Leather Chaps Drive in the vicinity of Bear Creek Elementary School, both short and long term, including development of parking lanes on Creekside Drive in 2023 for traffic congestion relief, and development of a right turn lane on Leather Chaps Drive in 2024, as described further herein; and,

WHEREAS, the parties agree that it is in the mutual best interests of Triview and D38 to enter into this IGA and set forth their respective obligations and responsibilities with regard to the granting of easements and rights of way, and the construction of traffic improvements, as more particularly described herein;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements, promises and covenants in this IGA, and for other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged by each district, Triview and D38, agree as follows:

1. Recitals. The recitals set forth above are incorporated by reference into this Section 1 as material terms of this IGA.

2. Higby Right-of-Way Grant of Easement. D38, by this IGA and subject to the terms and conditions hereof, hereby grants to Triview a perpetual and non-exclusive easement over, across, and through D38's Property, for the purposes of access to, ingress and egress from, and the engineering, design, construction, operation, maintenance, repair, and replacement of a future expansion of Higby Road, specifically including any and all curb, gutter, sidewalks, and utilities associated therewith, such easement being of 20 feet in width on the north side of the existing Higby Road right-of-way, from Jackson Creek Parkway on the west to Bowstring Drive on the east, as more particularly described on the attached **Exhibit A**, and as depicted on the attached **Exhibit B**, incorporated herein by reference (the "Higby Road Easement"). Such Higby Road Easement shall be appurtenant to D38's Lewis-Palmer High School property, and shall be further appurtenant to Triview's Higby Road Improvements project, including ongoing maintenance and repair thereof.

A. Purpose of Higby Road Easement. The Higby Road Easement granted herein shall be utilized for access, ingress and egress, and for the engineering, design, construction, operation, maintenance, repair, and replacement of future expansion of Higby Road, and associated infrastructure, specifically including but not limited to all curb, gutter, drainage, sidewalks and utilities, concerning the Higby Road Improvements to be undertaken by Triview. Triview shall conduct all necessary construction, maintenance and repair work within the Higby Road Easement expediently and in such a manner that will not unreasonably interfere with, obstruct, or impede the use and enjoyment by D38, its staff, contractors and students, of the D38 Lewis Palmer High School property. Triview covenants that it shall protect and hold harmless D38 from and against all damages, liabilities, claims, suits, or causes of action which arise from or may be claimed because of the exercise of the easement rights granted herein.

B. Non-interference. D38 shall not cause or allow any interference in Triview's proper use and enjoyment of the Higby Road Easement. No buildings, structures, or other improvements shall be placed or constructed on or within the Higby Road Easement by D38, either temporary or permanent, without Triview's prior written consent. Triview shall have the right to remove any obstructions or improvements from Higby Road Easement which interfere with the proper use and enjoyment of such easement. Triview may exercise this right without liability and without an obligation to replace any removed obstructions or improvements; provided, however, Triview agrees that if it is required to disturb the surface of the easement granted herein for the uses set forth herein, it shall restore any such disturbance to the pre-disturbance condition, excepting the Higby Road Improvements themselves, and shall do so consistent with all other terms and conditions of this Agreement.

C. Use of Easement/Restoration. The Higby Road Easement may be

utilized by both the Triview and D38 for all lawful purposes consistent with the terms and conditions herein, acknowledging Triview's right and intent to construct a portion of the Higby Road Improvements thereon, including a public roadway and all infrastructure associated therewith. Following installation of the Higby Road Improvements by Triview and its agents, contractors and assigns, Triview shall restore the land not subject to permanent infrastructure associated with the Higby Road Improvements to a condition substantially similar to that existing prior installation of the Higby Road Improvements, including re-establishment of native vegetation.

3. Triview 2023 Improvements to Creekside Drive. As consideration for the Higby Road Easement granted above, Triview, at Triview's sole cost and expense, shall re-paint Creekside Drive to include two 8-foot wide vehicle waiting/temporary parking lanes along the northside of Creekside Drive, west of Leather Chaps Drive, and directly south of the primary parking lot (and drop-off/pickup location) for Creekside Elementary School, as more particularly depicted on the attached **Exhibit C**. Triview shall maintain and repair such striping along Creekside Drive for such purposes, unless D38 advises they no longer wish to utilize such waiting/parking lanes.

4. Triview 2024 Improvements to Leather Chaps Drive. As further consideration for the Higby Road Easement granted above, Triview, at Triview's sole cost and expense, shall design, engineer and construct a right turn lane of a minimum of four hundred-fifty (450) feet in length on Leather Chaps Drive relieving traffic and accommodating student pickup, from the southbound lanes of Leather Chaps Drive onto Creekside Drive, as more particularly depicted on the attached Exhibit D. This work will be completed and functional prior to start of the 2024-25 school year, and as with the waiting lanes described in Paragraph 3, above, Triview shall be responsible for all future repair and maintenance of such turn lane and associated curb and gutter, at Triview's sole cost and expense.

5. Term. This IGA, like the real property interests associated with the Higby Road Easement granted herein, shall be of perpetual duration.

6. Notices. Any notice, request, demand or other communication, provided for by this IGA, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and upon written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy, facsimile, or email transmission; or (d) three calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either District may specify in writing.

Any notice required under the terms of this IGA shall be given in writing and shall be effective upon delivery in person or the mailing thereof to the parties at the following addresses, or at such other addresses as a party may subsequently designate for itself by notice:

Lewis Palmer School District No. 38
c/o Superintendent

_____, CO 8 _____

Triview Metropolitan District
c/o District Manager
16055 Old Forest Point, Suite 302
P.O. Box 849
Monument, CO 80904

7. Cooperation. The parties agree to work in good faith to mutually resolve any disputes occurring or arising out of the performance of this IGA. The parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions, and objectives of this IGA. It is the intent of the parties, as reflected by the terms of this IGA, to ensure compliance and fulfillment with the terms and provisions of this IGA as may be necessary to give effect to the objectives of this IGA.

8. Compliance. Each party agrees to observe and comply with all applicable federal, State, and local laws, codes, regulations and ordinances, and further agrees to comply with all relevant permitting, rules and regulations associated with any infrastructure or improvements associated with the interests granted by this IGA.

9. Entire Agreement. This IGA contains the entire agreement and understanding by and between the parties as to the subject matter herein. No representations, promises, agreements, or understandings, written or oral, not herein contained, shall be of any force or effect as to the subject matter of this IGA. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each district. The parties agree and acknowledge that this IGA has been approved and authorized by the legally constituted Boards of each of the districts.

IN WITNESS WHEREOF, the parties have caused this IGA to be executed by their respective authorized representatives on the dates written below. The effective date of this IGA is the date set forth above.

TRIVIEW METROPOLITAN DISTRICT
NO. 38

LEWIS-PALMER SCHOOL DISTRICT

by: _____, President

by: _____, President

THIRD AMENDMENT TO AGREEMENT FOR CONTRACT OPERATIONS SERVICES

This THIRD AMENDMENT TO AGREEMENT FOR CONTRACT OPERATIONS SERVICES ("Third Amendment") to be effective January 1, 2024, by and between Forest Lakes Metropolitan District ("FLMD") and Triview Metropolitan District ("Triview"), each a quasi-municipal corporation and political subdivision of the State of Colorado (collectively referred to as the "Districts" and "Parties").

RECITALS

WHEREAS, the Districts were organized pursuant to the Special District Act, §§ 32-1-101, *et seq.*, C.R.S., for the purpose of providing public improvements, facilities, and services to and for the use and benefit of their taxpayers and residents; and

WHEREAS, the Districts entered into that certain Agreement for Contract Operations Services, in December of 2021, for water and wastewater services to be provided by Triview to FLMD, which was amended to include landscaping services (defined as the Additional Services) by the First Amendment to the Agreement for Contract Services signed August 1, 2022, and was subsequently amended to change the rates for the services by a Second Amendment to the Agreement for Contract Services effective August 1, 2023 (collectively the "IGA"); and

WHEREAS, the term of the landscaping and snow removal services was set to expire on in August 2024, and the Parties desire to extend the term of the landscaping services and snow removal to December 31, 2024, so that they align with the term of the water and wastewater service; and

WHEREAS, the Parties desire to set the rates for the water and wastewater service described in Exhibit A, to become effective January 1, 2024 through December 31, 2024; and

WHEREAS, the water, wastewater, landscaping and snow removal services to be provided by Triview to FLMD through December 31, 2024 ("Services") are set forth in Exhibit A.

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

1. 2024 Fee for Water and Wastewater Services. The monthly fee for the water, wastewater services for the 2024 calendar year shall be \$18,150.
2. Term for Landscaping Services. The term and fee structure for the landscaping and snow removal services is hereby extended to December 31, 2024.
3. Incorporation of Recitals. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

4. Defined Terms. Defined terms used but not defined herein shall have the meanings given to them in the IGA.

5. Prior Provisions Effective. The Districts acknowledge and agree that all other terms of the IGA remain in full force and effect and this Third Amendment shall not amend, modify, or alter the IGA in any respect except as provided for herein.

6. Counterparts. This Third Amendment may be executed in counterparts, each of which may be deemed an original but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment on the date first above written.

FOREST LAKES METROPOLITAN DISTRICT

President

ATTEST:

Secretary

TRIVIEW METROPOLITAN DISTRICT

Vice President

ATTEST:

Secretary

EXHIBIT A

SERVICES

Triview Metropolitan District ("Triview") will operate and maintain the Forest Lakes Metropolitan District (FLMD) water system and wastewater collection systems to insure proper quality and quantity of water for daily use, and for Fire Protection. The Scope of Services to be provided by Triview are described more particularly as follows:

Notations:

- In order to provide consistency in operation, it is the intent of FLMD to adopt Triview Standards and Specifications for the design, installation, and construction of water and wastewater infrastructure.
- The FLMD water system has reached the threshold of being operated and monitored as a Community Water System and Triview shall operate the system in accordance with applicable requirements for a Community Water System including but not limited to providing and acting as the ORC for the system.

General:

- Perform routine and preventative maintenance of FLMD facilities;
- Ensure compliance with the Rules and Regulations of the FLMD;
- FLMD has a designated Engineer who is available to provide assistance, support, and coordination for Triview's Operational staff. The Engineer will have primary responsibility for providing review of any extensions, facility additions etc. However, the Engineer will pass any plans for same by Triview Ops staff as said plans are nearing approval to account for any operational comments or review;
- Pre-construction meetings for any construction referenced above, will include participation by Triview who will have primary inspection responsibility for installation of line extensions, services, etc. Operations staff will have primary responsibility for overseeing pressure testing, flushing, disinfection, and placing systems into service;
- Triview will be "first contact and first response" in case of an emergency requiring immediate action.

Water Systems:

- Operate and maintain water facilities, including wells, pumps, treatment plant, pipelines, and storage tanks. Provide Operator in Responsible Charge for water system;
- Triview will be responsible for ordering all necessary chemicals, and products, for water treatment as needed to keep the water system in compliance with applicable drinking water standards. Monthly invoices will be provided to FLMD for reimbursement. Triview will use FLMD vendors and accounts when possible;
- Triview will flush and exercise all hydrants and exercise valves on a mutually agreed upon schedule, consistent with Triview's;
- Take such action as required to operate the FLMD water system in compliance with Division of Natural Resources requirements of all well permits issued to FLMD;
- Deliver water for augmentation as directed by FLMD Manager;
- Will provide minor landscape maintenance around the FLMD water tank, water treatment facility and wellhead(s);
- Conduct all necessary testing, monitoring and reporting, for water quality;
- Maintain the appropriate inspection reports and logs.

Wastewater Systems

- Operate and maintain wastewater collection and delivery systems which includes collection lines, force mains, and two lift stations. Provide Operator in Responsible Charge for wastewater system;
- Assist in the testing and start-up of the wastewater lift stations and collection system;
- Inspection of manholes and grease traps (if necessary) will be conducted on the same schedule as Triview;
- Cleaning of all manholes and lift stations on a mutually agreed upon schedule;
- Provide a video survey of FMLD Wastewater Collection system approximately once every 3 years;
- Maintain the appropriate inspection reports and logs;

- Provide site maintenance and minor landscape maintenance around the FLMD lift station sites.

ADMINISTRATIVE SERVICES

- Triview or its designee will provide all customer billing services, including meter reading and billing of customers. All necessary offices supplies, including bills, envelopes, and other related office supplies will be purchased by Triview and invoiced to FLMD on a monthly basis;
- Receipt of all customer payments. To insure that Triview and FLMD records are not co-mingled, Triview will create a "mirror" company within Triview's billing system in which all FLMD customer account information will be housed;
- Daily deposits of FLMD customer payments to an Academy Bank account setup for this purpose. Triview will set up this account to accept ACH payments as well;
- Phone support for FLMD customers and contractors;
- Triview will order the necessary water meters, pressure regulator valves and backflow prevention devices and will be kept and separately accounted for in Triview's inventory. Triview will bill FLMD on a monthly basis for reimbursement;
- Triview will issue the meters, pressure regulators and backflow prevention devices to homebuilders upon proof of payment of the adopted tap fees by FLMD;
- A data base for each physical address will be created and maintained;
- The use of the three Triview drop boxes for customer payments will be allowed.

In order to provide some services described herein, Triview must occasionally retain the services of engineers, water and wastewater quality experts, specialty contractors and water and wastewater installation contractors. Triview may also rent equipment necessary in the repair and maintenance of the FLMD systems. If and when other specialists may be needed, Triview will consult with FLMD management prior to engagement. All such costs and expenses paid or payable by Triview, shall be reimbursed in full by FLMD, within 30 days of receipt of invoice from Triview.

Phone support for customers and contractors will be included in the fixed monthly fee. The phone support element of this agreement is subject to periodic adjustments as provided for in paragraph 4 of the Agreement.

LANDSCAPING

I. GENERAL REQUIREMENTS

- A. *Scope of Work.* Triview shall furnish all labor, materials, and equipment necessary to provide quality, professional landscape maintenance services on a seasonal or year-round basis in the area of Phase One, Forest Lakes Residential. Phase One includes Filings 1, 3, 2A, 2B, and 4 along with the Main Entry, Postal Box Area, Waterfront Park, the Surface Water Treatment Plant ("SWTP") and Raw Water Vault ("RWV") just east of Waterfront Park, also Filing 5 in West Valley, Forest lakes Filing 6, and Forest Lakes Filing 7, Common areas and Postal Box Area associated with Filing 6 and Filing 7. All service shall be done by qualified, experienced, trained personnel using practices and methods recognized and accepted as standards in the industry.
- B. *Emergencies.* Triview will be expected to respond, when necessary, to bona fide emergencies that cannot be postponed.
- C. *Personnel.* Triview's employees and/or contractors shall conduct and dress themselves in a workmanlike manner at all times. Adequate supervision will be provided by Triview to insure work is done in a professional manner.
 - 1. Triview will provide or ensure that employees/contractor have proper safety equipment, including safety glasses, hearing protection, respirator, and protective clothing as may be required to complete the task.
 - 2. Triview will take appropriate measures to ensure safety equipment is used.
 - 3. Triview shall at all times ensure compliance with federal, state, and municipal air, water, and noise pollution laws and ordinances.
 - 4. Work crews shall keep a copy of these specifications with them on the job site at all times. It shall be assumed that the crews cannot observe the specifications if a copy are not available at the job site.

LAWN CARE TECHNICAL SPECIFICATIONS

I. TURF CARE

- A. Turf shall be maintained in a healthy growing condition.
- B. Trash will be picked up before each mowing.
- C. Lawn mowers will be equipped with safety guards to prevent throwing stones or other objects.

MOWING AND EDGING

- A. Upright grasses such as bluegrass and ryegrass shall be mowed to a minimum height of three inches (3").
 - 1. Mowing shall be done weekly during the growing season. Lawn shall be cut in a different direction each time to achieve the checkerboard pattern.

2. All lawn areas will be cut in this manner to the extent possible and practical.
 3. Grass will be cut bi-weekly (every other week) during the slow growing season.
 4. All irrigated seed areas shall be mowed monthly during the growing season not exceed seven (7) times not to exceed a height of less than twelve (12") inches per mow.
 5. All non-irrigated native seed to be cut upon approval of Triview based on time material price.
- B. Grass catchers need not be used.
1. Excessive clippings will always be removed from turf and disposed of off-site.
 2. Triview will notify FLMD's District Manager if thatch reaches one inch (1") thickness.

TRIMMING

- A. All turf areas inaccessible to mowing equipment will be trimmed as needed to maintain a neat, well-groomed appearance.
1. Triview will take whatever precautions are necessary to ensure that string trimmers do not damage trees (see section on staking and guy wires).
 2. All high weeds on adjacent undeveloped land will be cut back ten (10) feet from landscaped areas or curbstones at a height of about twice the grass height, allowing for rock and debris.
 3. A steel edger shall be used along all walks and curbstones at least four (4) times per season.

WATERING

- A. Lawns will be watered at such frequency, as weather conditions require. Where possible, water run-off across pavements and into gutters shall be avoided.
- B. Triview, with the cooperation of FLMD's District Manager, will determine a reasonable watering schedule, generally between the hours of midnight and 6:00 a.m.

FERTILIZATION

- A. All turf areas shall receive three (2) applications of a well-balanced fertilizer per season. The formula shall generally be 24-10-5 with 3 to 4% iron. The formula may be varied to meet specific soil conditions, but shall provide not less than one pound of available nitrogen per 1,000 square feet of turf. All irrigated native seed shall receive two applications of fertilizer.
- B. Application rate shall be as directed by the manufacturer.
- C. Triview will ensure that fertilizer is applied evenly to prevent streaking.

USE OF PESTICIDES AND HERBICIDES

- A. Chemicals shall be used as little as possible and to the very highest of professional standards, because the effects on human health and the biosphere in general, are not well understood.
- B. Triview and any contractors shall be licensed and insured, as REQUIRED by the Colorado Department of Agriculture, to apply pesticides on turf and ornamentals and must be licensed in the categories required to perform chemical treatments listed in this specification. A photocopy of licenses shall be attached to the Agreement.
- C. All chemical applications shall be done under the direction of a qualified supervisor as defined by the Colorado Department of Agriculture.
- D. Triview shall abide by all Federal, State, and local laws related to these applications.

WEED, INSECT AND DISEASE CONTROL

- A. The selection of pesticides and herbicides will be left to Triview. Triview will be solely responsible for any harm caused by these.
- B. Triview shall spray for broadleaf weed control only. This shall be done generally late May or early June.
- C. No soil sterilant shall be used on the property.
- D. The cost of one (1) weed control application shall be included in the contract price for turf and irrigated native seed. Disease and insect control will be on a "per application" basis with prior approval of FLMD.

OTHER CARE

- A. Aerate compacted areas to improve water penetration. Aeration to be done once per growing season spring.

Included in contract price? X Yes No

BED CARE

- A. All bed areas will be checked on a regular basis for mulch coverage. If additional mulch or rock is needed, this will be brought to the attention of FLMD. Additional mulch or rock will be billed as an additional item.
- B. All bed areas will be kept free of weeds and trash by means of chemical control, mechanical cultivation, and hand weeding as necessary.

REPLACEMENT OF PLANTS

- A. Dead plants and those in a state of decline shall be brought to the attention of FLMD's District Manager immediately.
- B. Replacement of plants shall be of a size, condition, and variety acceptable to the District, to be paid for by the District, unless due to negligence of Triview.

IRRIGATION AND CONTROL MAINTENANCE

A. Activation

1. Triview shall be responsible for determining when to activate the irrigation system. Activation should occur between the months of March and May, as allowed by weather conditions.
2. At the time of activation, necessary repairs will be reported to FLMD immediately. Triview will do repairs and payment will be on a time and materials basis.

B. Regular Maintenance

1. After the system is activated and operating, Triview will be responsible for checking the system on a biweekly basis as deemed necessary by Triview to insure continuance of proper operation. System shall be checked after mowing to look for damage that may have occurred during mowing.
2. Regular checking of the irrigation system shall include:
 - Turning on of all clocks to check for proper function.
 - Turning on of all valves to insure proper operation.
 - Visual inspection of all heads for proper coverage and for damage caused by mowing. Minor adjustments as well as any repair of damage caused by Triview will be handled at no cost to Owner (s).
3. In the event malfunctions are found during the regular check of the irrigation system, repairs will be made on a time and materials basis only, with prior approval of FLMD. Replacement parts must be equal to or surpass the original part in quality.
4. Triview shall keep the need for water conservation in mind. During extended cold or rainy periods, irrigation controllers will be turned off. However, occasional rainstorms will not constitute adequate reason for turning off the controllers.
5. Triview shall not be held liable for any damages caused by malfunctions of the irrigation systems, including, but not limited to, stuck valves, flooded basements, missing heads, etc.
6. Triview shall not be held liable for damages to sprinkler heads that are improperly installed above grade and constitute a mowing hazard. If this situation is applicable, FLMD will be notified immediately. Any repairs necessary to bring the system to proper working condition shall be done by Triview on a time and materials basis and billed accordingly to FLMD.

WINTERIZATION

- A. Triview shall be responsible for determining when to winterize, and for winterizing the system.
- B. In anticipation of winter sprinkler shut down, watering schedule shall be changed to once or twice a week for an extended time to achieve deep watering and improved root growth.
- C. In the week immediately prior to closing of the system, all landscaped areas shall receive a minimum of two (2) inches of watering (either through natural conditions or by operation of the system).

SPRINKLER TURN OFF

- A. The system **MUST** be blown out using an air compressor. The first blow down shall be not less than five (5) minutes. The second blow down shall be not less than two (2) minutes, long enough to remove any remaining condensation.
- B. Triview shall be responsible for any damage to the system due to failure to blow down the system in a timely manner.
- C. Triview shall notify FLMD if there is any suspicion that any gate valve might allow seepage to refill the sprinkler line over the winter.
- D. All winterization work shall be included in contract price.

SHRUB CARE

- A. Triview shall maintain shrubs in a healthy growing condition by performing all necessary operations, including the following:
 - a. Shrubs to be pruned one time per growing season. Generally early fall.
 - b. Monitoring for insects and pests.

WINTER SERVICE

- A. Triview on a weekly basis will police all landscaped areas for loose trash and debris.
- B. Triview will visit the site on a regular basis (at least weekly), to inspect all landscape and plant material. Any problems will be brought to the attention of FLMD. At this time, Triview will also determine the need for winter watering, special pruning due to storm damage, etc.
- C. Triview shall be responsible for gathering and removing autumn leaves. Only those areas having a heavy concentration of leaves will be subject to removal.
- D. Triview will be available to FLMD to aid and assist in the preparation and formulation of plans, schedules, budgets, projections, etc. for the coming season.
- E. Triview will measure soil moisture at least monthly using a core sampler or other device and the results will be reported to FLMD.

WORK NOT INCLUDED

- A. Maintenance of trees over ten (10) feet tall, which cannot be pruned by a gardener on an orchard ladder. These trees will be inspected and a recommendation will be made for services of a licensed arborist.
- B. Repair or replacement of losses and damages beyond Triview's control.
- C. Maintenance of parking areas, driveways, walks, etc., except for the cleanup of gardening debris.
- D. New planting and other special services.
- E. Spraying of trees for insect and disease control.
- F. Initial spring root feeding of pine trees and shrubs.
- G. Snow removal, unless specifically provided for by a separate contract.

H. Triview plans to offer snow removal services? X Yes no

TIME AND MATERIALS WORK

- A. Time will be billed at the rate of \$ 50.00 per hour per laborer.
B. Time will be billed at the rate of \$ 70.00 per hour per sprinkler technician.

SNOW REMOVAL SERVICES

2023-2024 Season

- Hand shoveling @ \$60.00/HR.
- Truck with V-Plow @ \$130.00/HR.
- ATV – Ventrac tractor with plow @ \$95.00/HR.
- Front-End Loader @ \$275.00/HR.
- Skid Steer @ \$145.00/HR.
- Snow Blower @ \$75.00/HR.
- Ice Melt Magnesium Chloride Dry Crystals @ \$1.03/PER LB.
- Ice melt Applied @ \$60.00/HR.
- Ice Slicer@ \$425.00 Per Ton Applied. (With Truck)

Note: There is a minimum 1 – hour charge for each service provided on an hourly basis.

RESOLUTION NO. 2023-10

A RESOLUTION APPROVING AN AMENDMENT TO LOAN CONTRACT CT2022-3328 FROM THE COLORADO WATER CONSERVATION BOARD; AUTHORIZING THE FORM AND EXECUTION OF THE AMENDMENT TO LOAN CONTRACT, EXECUTION OF THE AMENDMENT TO PROMISSORY NOTE TO EVIDENCE SUCH AMENDED LOAN, AND THE AMENDMENT TO SECURITY AGREEMENT IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Triview Metropolitan District, acting by and through its water and wastewater enterprise (the "District"), in the County of El Paso and State of Colorado, is duly organized and existing under the Constitution and the laws of the State of Colorado; and

WHEREAS, the members of the Board of Directors of the District (the "Board") have been duly elected, chosen and qualified; and

WHEREAS, the District has previously determined that its water and wastewater system (the "System") constitutes an enterprise under Article X, Section 20 of the Colorado Constitution ("TABOR"); and

WHEREAS, the Board has previously executed and delivered a Loan Contract No. CT2022-3328 dated March 15, 2022 (the "2022 Loan Contract"), with the Colorado Water Conservation Board ("CWCB"), together with a promissory note (the "2022 Promissory Note") and security agreement (the "2022 Security Agreement" or, collectively, the "2022 Loan Documents") for a loan in the amount of \$4,778,310 for the Stonewall Springs Reservoir Complex project to support the District's efforts to replace its non-renewable Denver Basin groundwater supplies with renewable surface water supplies (the "Project"); and

WHEREAS, subsequent to the execution and delivery of the 2022 Loan Documents, the Board determined that costs associated with the Project were higher than expected; and

WHEREAS, in order to accommodate the modified Project, the CWCB agreed to amend the 2022 Loan Documents to increase the principal amount of the loan to \$5,202,510 and to amend the 2022 Loan Documents to reflect the increased loan amount; and

WHEREAS, the Board has determined that in order to finance the modified Project, it is necessary and advisable and in the best interests of the District to enter into an amendment to Loan Contract CT2022-3328 (the "2024 Loan Contract" and, together with the 2022 Loan Contract, the "Loan Contract") and an amendment to the security agreement (the "2024 Security Agreement"), and an amendment to the promissory note (the "2024 Promissory Note") with CWCB, pursuant to which the CWCB will loan the District the approximately \$5,202,510 (the "Loan"), which includes a one percent loan origination fee, to finance the Project as modified; and

WHEREAS, the 2024 Loan Contract, the 2024 Security Agreement and the 2024 Promissory Note are referred to herein collectively as the "2024 Financing Documents"; and

WHEREAS, the District's repayment obligations under the 2024 Loan Contract shall be evidenced by the 2024 Promissory Note to be executed and delivered by the District to the CWCB, which Note will be on a parity with the following:

(i) The District's Water and Wastewater Enterprise Revenue Refunding and Improvement Bonds, Series 2018, dated as of November 29, 2018, originally issued in the aggregate principal amount of \$11,165,000;

(ii) the District's Water and Wastewater Enterprise Revenue Bonds, Series 2020A, dated as of May 27, 2020, originally issued in the aggregate principal amount of \$16,140,000; and

(iii) the District's Water and Wastewater Enterprise Revenue Bonds, Series 2020B, dated as of November 5, 2020, originally issued in the aggregate principal amount of \$10,940,000, (collectively, the "Parity Obligations"); and

WHEREAS, the District's repayment obligations under the 2024 Financing Documents shall be special, limited obligations payable solely from and secured by an irrevocable lien (but not an exclusive lien) on the Pledged Revenues, as hereinafter defined, shall not constitute a debt, an indebtedness or a multiple fiscal year debt or other financial obligation of the District within the meaning of any constitutional or statutory provision or limitation and shall not be considered or held to be general obligations of the District; and

WHEREAS, the 2024 Financing Documents may be approved by the Board without an election; and

WHEREAS, the 2024 Financing Documents shall be revenue obligations of the District, payable from the Pledged Revenues (as defined in the 2024 Financing Documents); and

WHEREAS, there have been presented to the Board the forms of the 2024 Financing Documents; and

WHEREAS, the Board desires to approve the forms of the 2024 Financing Documents and authorize the execution thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT, ACTING BY AND THROUGH ITS WATER AND WASTEWATER ACTIVITY ENTERPRISE IN THE COUNTY OF EL PASO AND STATE OF COLORADO:

Section 1. Approvals, Authorizations, and Amendments. The forms of the 2024 Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The District shall enter into and perform its obligations under the 2024 Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Chairman of the Board and President of the District (the "President"). The President and Secretary of the District (the "Secretary") are hereby authorized and directed to execute the 2024 Financing Documents and to affix the seal of the District thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The 2024 Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the President and Secretary or by other appropriate officers of the District, shall be conclusive evidence of the approval by the District of such instrument.

Section 2. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") provides that a public entity, including the District, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Board hereby elects to apply all of the provisions of the Supplemental Act to the 2024 Financing Documents.

Section 3. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Board hereby delegates to the President, the District Manager, or any member of the Board the authority to make the following determinations relating to and contained in the 2024 Financing Documents, subject to the restrictions contained in paragraph (b) of this Section 3:

- (i) The interest rate on the Loan;
- (ii) The principal amount of the Loan;
- (iii) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;
- (iv) The dates on which the principal of and interest on the Loan are paid; and
- (v) The existence and amount of a reserve fund for the Loan, if any.

(b) The delegation in paragraph (a) of this Section 3 shall be subject to the following parameters and restrictions:

- (i) the interest rate on the Loan shall not exceed 2.05%;
 - (ii) the aggregate principal amount of the Loan shall not exceed \$5,202,510;
- and
- (iii) the final maturity of the Loan shall not be any later than December 31, 2055.

Section 4. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Act, the 2024 Promissory Note and the 2024 Security Agreement shall contain a recital that each is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of each of the 2024 Promissory Note and 2024 Security Agreement after its delivery for value.

Section 5. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the 2024 Financing Documents provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Resolution. The amounts pledged to the payment of the 2024 Financing Documents shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Contract. The lien of such pledge shall be valid, binding,

and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the District irrespective of whether such persons have notice of such liens.

For purposes of this Resolution and the Loan Contract, "Pledged Revenues" shall mean the Gross Revenue remaining after the payment of the Operation and Maintenance Expenses of the System.

"Gross Pledged Revenues" means all income, rents, receipts, charges and revenues derived directly or indirectly by the District from the operation and use of and otherwise pertaining to the System, or any part thereof, whether resulting from Capital Improvements or otherwise, and includes all income, rents, receipts, charges and revenues received by the District from the System, including without limitation:

- (a) All fees, rates and other charges for the use of the System, or for any service rendered by the District in the operation thereof, directly or indirectly, the availability of any such service, or the sale or other disposal of any commodities derived therefrom, including, without limitation, connection charges, but:
 - i. Excluding any moneys borrowed and used for the acquisition of Capital Improvements or for the refunding of securities, and all income or other gain from any investment of such borrowed moneys; and
 - ii. Excluding any moneys received as grants, appropriations or gifts from the Federal Government, the State, or other sources, the use of which is limited by the grantor or donor to the construction of Capital Improvements, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom; and
- (b) All income or other gain from any investment of Gross Pledged Revenues (including without limitation the income or gain from any investment of all Net Pledged Revenues, but excluding borrowed moneys and all income or other gain thereon in any acquisition or construction fund, reserve fund, or any escrow fund for any Parity Bonds payable from Net Pledged Revenues

heretofore or hereafter issued and excluding any unrealized gains or losses on any investment of Gross Pledged Revenues); and

- (c) All income and revenues derived from the operation of any other utility or other income-producing facilities added to the System and to which the pledge and lien herein provided are lawfully extended by the Board or by the qualified electors of the District.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the District, paid or accrued, of operating, maintaining and repairing the System or any component division or other part thereof, or any other designated facilities in connection with which such term is used including, without limitation, all salaries, labor, materials and repairs necessary to render efficient service; and the term includes, at the option of the District, acting by and through the Board, except as limited by law, without limitation:

- (a) Engineering, auditing, reporting, legal and other overhead expenses of the various departments of the District directly related and reasonably allocable to the administration, operation and maintenance of the System;

- (b) Fidelity bond premiums and property and liability insurance premiums pertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining to the System;

- (c) Payments to pension, retirement, health and hospitalization funds, other insurance, and to any self-insurance fund;

- (d) Any general (ad valorem) taxes, assessments, excise taxes or other charges which may be lawfully imposed on the District, the System, revenues therefrom, or the District’s income from or operations of any properties under its control and pertaining to the System, or any privilege in connection with the System or its operation (but no payments made in lieu of taxes);

- (e) The reasonable charges of the Paying Agent, any alternate Paying Agent, any paying agents or escrow agent for any securities payable from the Net Pledged Revenues which have been or will be refunded, and any other depositary bank pertaining to any other securities payable from the Net Pledged Revenues or otherwise pertaining to the System, and

the premium for any Reserve Fund Insurance Policy issued other than concurrently with the issuance of any parity obligations;

(f) Contractual services, professional services, salaries, other administrative expenses and costs of materials, supplies, repairs and labor pertaining to the System or to the issuance of the Loan or any other securities relating to the System, including, without limitation, the expenses and compensation of any trustee, receiver or other fiduciary;

(g) The costs incurred by the District in the collection and any refunds of all or any part of the Gross Pledged Revenues;

(h) Any costs of utility services furnished to the System by the District or otherwise, including, without limitation, the contracting by the District for sanitary sewer, electricity, or gas, or any combination thereof, from any Person, for distribution through the System or for the transmission or treatment of wastewater, electricity, or gas for use by the District and its customers and the obligations due under any contract pertaining thereto on a take-and-pay basis or take-or-pay basis or otherwise;

(i) All other administrative, general and commercial expenses pertaining to the System and all other current expenses pertaining to the System which are properly classified as operation and maintenance expenses under generally accepted accounting principles; but

- (i) Excluding any allowance for depreciation;
- (ii) Excluding any franchise fees;
- (iii) Excluding any costs of Capital Improvements (or any combination thereof);
- (iv) Excluding any reserves for major capital replacements (other than normal repairs);
- (v) Excluding any reserves for operation, maintenance or repair of the System;
- (vi) Excluding any allowance for the redemption of any Bond or other security evidencing a loan or other obligation, or the payment of any interest thereon, or any prior redemption premium due in connection therewith, or any reserve therefor;

(vii) Excluding any liabilities incurred in the acquisition or improvement of any properties comprising any project or any existing facilities (or any combination thereof) incorporated into the System, or otherwise;

(viii) Excluding any liabilities incurred by the District as the result of its negligence in the operation of the System or any other ground of legal liability not based on contract; and

(ix) Excluding any such operation and maintenance expense as described above which are paid by District revenues which do not constitute Gross Pledged Revenues.

“System” means the property and facilities comprising the water and wastewater system of the District, now owned or hereafter acquired, including real and personal property and any easements, and also any and all additions and betterments thereto and improvements and extensions hereafter constructed or acquired by the District and used in connection with the water and wastewater facilities of the District.

Section 6. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the 2024 Financing Documents shall be commenced more than thirty days after the adoption of this Resolution.

Section 7. Limited Obligation; Special Obligation. The 2024 Financing Documents are payable solely from the Pledged Revenues and the 2024 Financing Documents do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

Section 8. No Recourse against Officers and Agents. Pursuant to Section 11-57-209 of the Supplemental Act, if a member of the Board, or any officer or agent of the District acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the 2024 Promissory Note. Such recourse shall not be available either directly or indirectly through the Board or the District, or otherwise, whether by virtue of any constitution, statute, rule of law, enforcement of penalty, or otherwise. By the acceptance of the 2024 Promissory Note and as a part of the consideration of its sale or purchase, the CWCB specifically waives any such recourse.

Section 9. Disposition and Investment of Proceeds of the Loan Contract. The proceeds of the Loan Contract shall be applied only to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto, and reimbursement to the District for capital expenditures heretofore incurred and paid from District funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan Contract. The CWCB shall not be responsible for the application or disposal by the District or any of its officers of the funds derived from the Loan Contract.

Section 10. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan Contract is not less than the final maturity of the Loan.

Section 11. Issuance of Additional Debts or Bonds. The District will not issue any indebtedness payable from the Pledged Revenues and having a lien thereon which is superior to the lien created by the 2024 Financing Documents. The District may issue parity debt only with the prior written approval of the CWCB, provided that:

(a) the District is at the time approval is requested from the CWCB and at the time of the issuance of the parity debt in substantial compliance with all of the obligations of the Loan Contract, including, but not limited to, being current on the annual payments due under the Loan Contract and in the accumulation of all amounts then required to be accumulated in the District's debt service reserve account or fund; and

(b) the District provides to the CWCB a parity certificate from an independent certified public accountant certifying that, based on an analysis of the District's revenues, for 12 consecutive months out of the 18 months immediately preceding the date of issuance of such parity debt, the District's revenues are sufficient to pay its annual Operation and Maintenance Expenses, annual debt service on all outstanding indebtedness having a lien on the Pledged Revenues, including the Loan, and the annual debt service on the proposed indebtedness to be issued, and all required deposits to any reserve funds required by the Loan Contract or by the lender(s) of any indebtedness having a lien on the Pledged Revenue. The analysis of revenues shall be based on the District's current rate structure or

the rate structure most recently adopted, and no more than 10% of total revenues may originate from tap and/or connection fees.

Section 12. Direction to Take Authorizing Action. The appropriate officers of the District and members of the Board are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Resolution, including but not limited to providing such certificates and affidavits as may reasonably be required by the CWCB.

Section 13. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers, agents or employees of the District and members of the Board, not inconsistent with the provisions of this Resolution, relating to the 2024 Financing Documents, or actions to be taken in respect thereof, are hereby authorized, ratified, approved, and confirmed.

Section 14. Repealer. All acts, orders, ordinances, or resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. Severability. Should any one or more sections or provisions of this Resolution be judicially determined invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.

Section 16. Inconsistencies. In the event of any inconsistencies between this Resolution and the Loan Contract, the Loan Contract is controlling.

Section 17. Resolution Irrepealable. After the 2024 Promissory Note is issued, this Resolution shall be and remain irrepealable until the 2024 Promissory Note and the interest thereon shall have been fully paid, satisfied and discharged.

Section 18. Electronic Signatures; Electronic Transactions. In the event the President, the Secretary, any member of the Board, the District Manager or other employee or official of the District that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Resolution (collectively, the "Authorized Documents") is not able to be physically present to manually sign any such Authorized Document, such individual or individuals are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the

Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means.

Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ADOPTED on December 13, 2023.

Vice President

[SEAL]

Attest:

Secretary

STATE OF COLORADO)
)
COUNTY OF EL PASO) SS.
)
TRIVIEW METROPOLITAN DISTRICT)

I, James Barnhart, the Secretary of the Board of Directors of the Triview Metropolitan District, El Paso County, Colorado (the "District"), do hereby certify:

(1) The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of Directors (the "Board") of the District at a regular meeting of the Board held on December 13, 2023 by an affirmative vote of a majority of the members of the Board as follows:

	"Yes"	"No"	"Absent"	"Abstain"
Mark Melville, President				
Anthony Sexton, Vice President				
James Barnhart, Secretary/Treasurer				
Amanda Carlton				
Jason Gross				

(2) The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

(3) The Resolution was approved and authenticated by the signature of the Chairman of the Board of Directors and President of the District, sealed with the District seal, attested by the Secretary and recorded in the minutes of the Board.

(4) There are no bylaws, rules or regulations of the Board which might prohibit the adoption of said Resolution.

(5) Notice of the meeting of December 13, 2023, in the form attached hereto as Exhibit A was posted at least 24 hours prior to the meeting in accordance with law.

WITNESS my hand and the seal of said District affixed this December 13, 2023.

(SEAL)

Secretary

EXHIBIT A

Attach Notice of Meeting

**NOTICE OF SPECIAL MEETING
RELATING TO THE AUTHORIZATION AND ISSUANCE OF INDEBTEDNESS**

**TRIVIEW METROPOLITAN DISTRICT
EL PASO COUNTY COLORADO**

NOTICE IS HEREBY GIVEN that the Board of Directors (the “**Board**”) of Triview Metropolitan District (the “**District**”), El Paso County, Colorado, will hold a special meeting on December 13, 2023, at 5:30 P.M., at 16055 Old Forest Point, Suite 302 Monument, Colorado 80132 and via teleconferencing and can be joined through the directions below:

Link: <https://us02web.zoom.us/j/83587325046?pwd=Tld6cGNkZDFjenF0R3V6NVkzWlprQT09>

Meeting ID: 835 8732 5046

Passcode: 905478

NOTICE IS FURTHER GIVEN THAT at such meeting the Board of the District intends to make a final determination to issue indebtedness consisting of its Stonewall Springs Reservoir Complex Loan Contract CT2022-3328, up to a maximum principal amount of \$5,202,510, which amount is subject to increase or decrease as determined by the Board, or as otherwise permitted by any resolution adopted by the Board at such meeting, and, in connection therewith, the Board will consider a resolution: authorizing the issuance of such indebtedness; approving, ratifying and confirming the execution of certain documents; making determinations and findings as to other matters related to such financing transaction; authorizing incidental action; and repealing prior inconsistent actions.

NOTICE IS FURTHER GIVEN THAT pursuant to the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the authorization or issuance of such loan may be commenced more than thirty days after the authorization of such loan pursuant to the aforementioned resolution.

The Board will also take up such other business as may come before the Board. The meeting is open to the public.

Pursuant to the provisions of the Supplemental Public Securities Act, one or more members of the Board may participate in this meeting and may vote on the foregoing matters through the use of a conference telephone or other telecommunications device. There will be at least one person present at the physical location posted on this notice.

This notice is given by order of the Board of the District, and shall be posted at one public place within the District and at <https://triviewmetro.com/>, not less than 24 hours prior to the meeting.

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



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
December 13, 2023

Paid Invoices Over \$5,000 For 2023

- 1. Donala Water & Sanitation District \$80,215.54**
Enterprise Fund –Wastewater Operations –Wastewater-System-Wastewater -
TF/Donala/IGA
- 2. RESPEC Company LLC \$11,305.97**
Capital Project –Enterprise – Water Improvements — Northern Delivery System
- 3. White Bear Ankele Tanaka & Waldron \$9,485.13**
General Fund – Professional Services – Legal Fees
- 4. Brownstein Hyatt Farber Schreck, LLP \$14,763.50**
Capital Project –Enterprise – Water Improvements -AVIC
- 5. Kiewit Infrastructure Co. \$1,311,174.27**
Capital Project –Enterprise – Water Improvements – Northern Delivery System
- 6. LRE Water \$16,334.50**
Capital Project – Enterprise - Water Improvements – Pueblo Reservoir – Excess
Capacity Leasing & Permitting (2 invoices)
- 7. Morton Buildings, Inc. \$18,554.00**
Capital Project – General/Enterprise – Park & Street Improvements/Water
Improvements - Storage/Garage Building

- | | |
|---|--------------------|
| 8. Radiation Pros, LLC. | \$18,133.61 |
| <hr/> | |
| Enterprise Fund – Water System – Water Testing | |
|
 | |
| 9. MCM, Inc. | \$9,973.00 |
| <hr/> | |
| Enterprise Fund – Water System – Repairs & Maintenance | |
|
 | |
| 10. Kimley Horn | \$97,850.00 |
| <hr/> | |
| Capital Project – General – Other Financing Sources – Higby Road –
Developer Contribution – Escrow | |
|
 | |
| 11. Vivid Engineering Group | \$36,163.75 |
| <hr/> | |
| Capital Project –Enterprise – Water Improvements – Northern Delivery System | |
|
 | |
| 12. Monson, Cummins & Shohet, LLC | \$20,044.00 |
| <hr/> | |
| Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet | |

Total Over \$5,000.00 = \$1,563,781.73



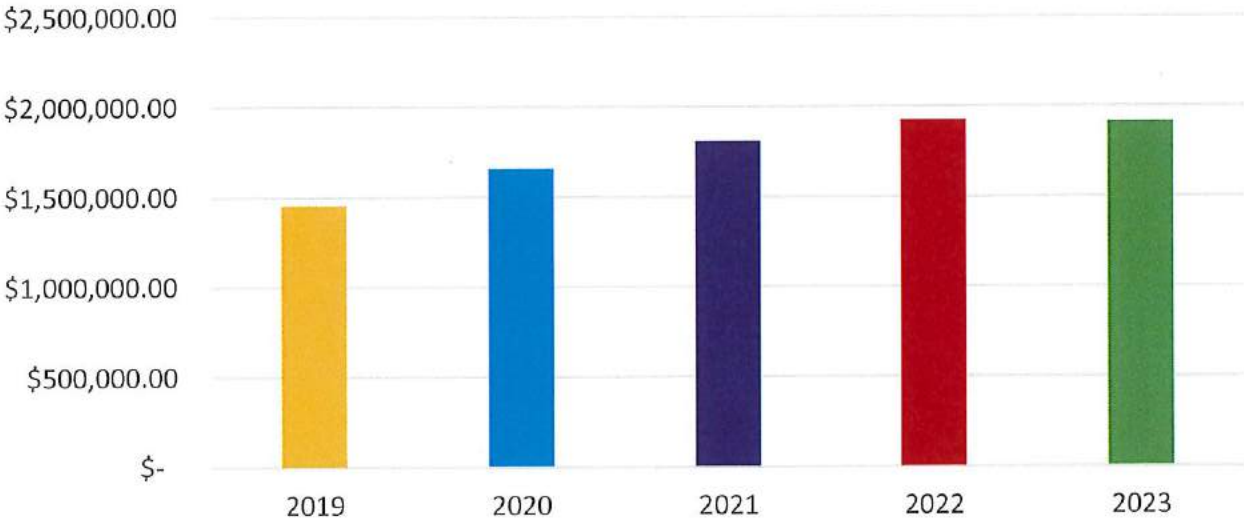
TRIVIEW METROPOLITAN DISTRICT
Financial Statements
October 2023
Unaudited

TOWN OF MONUMENT

Sales Tax Share

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

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



CASH POSITION
October 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 Revised	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
General/District Fund Accounts													
General Fund - Checking Account													
KeyBank #1567	781,122	157,255	674,968	438,921	323,096	162,836	278,798	310,173	220,503	226,762	213,693	0	0
Transfer in Process													
General Fund Investment Account - Sales Tax Revenue													
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	10,195,848	7,536,947	5,855,724	0	0
Transfer in Process/Pledged Tax	(4,500,000)	(3,000,000)	(3,000,000)					(2,693,000)	(2,693,000)	(2,693,000)			
General Fund Cash Accounts	5,205,116	4,377,586	5,237,886	7,473,339	7,765,535	8,241,498	8,908,656	7,469,056	7,723,351	5,070,709	6,069,417	0	0
Enterprise Fund Accounts													
Enterprise Fund - Checking Account													
KeyBank #1575	583,342	839,955	549,293	723,411	1,425,534	750,019	785,322	796,443	620,161	416,167	795,030	0	0
Transfer in Process													
Enterprise Fund Reserve Account													
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	4,689,665	6,215,697	4,242,724	0	0
Enterprise Fund - Money Market	4,500,000	5,000,000	5,000,000										
KeyBank #7892	136,546	136,622	136,605	136,776	136,856	136,948	137,038	137,132	137,232	137,327	137,426	0	0
Tax Fee Escrow Account													
ColoTrust #8003	805	808	811	814	817	821	825	828	832	836	840	0	0
Escrow Account-Reusable Water Fees													
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	1,868,491	1,877,159	1,885,672	1,894,547	0	0
Escrow Account-Sewer and Water Impact Fees													
ColoTrust #8006 - January corrected.	734,383	737,230	739,914	742,974	746,050	749,319	752,543	755,929	759,436	762,879	766,470	0	0
Enterprise Fund Cash Accounts	15,827,764	16,625,581	16,373,763	15,602,348	16,365,582	15,755,020	14,352,450	11,217,004	8,084,485	9,418,578	7,837,037	0	0
Capital Projects Fund Accounts													
Capital Projects Fund Checking Account													
KeyBank #2516	868,276	632,744	3,948,351	3,476,275	3,280,084	2,349,163	1,883,208	635,546	1,267,560	597,714	968,477	0	0
Capital Projects Fund-MI-PB Escrow													
KeyBank #3676	243,002	243,002	243,002	226,002	226,002	226,002	226,002	226,002	226,002	226,002	226,002	0	0
Capital Projects Fund-General-High Escrow													
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	1,730,261	1,708,021	1,708,021	0	0
Capital Projects Fund Cash Accounts	3,134,382	2,897,050	6,173,107	5,596,681	5,400,490	4,396,721	3,921,464	2,621,742	3,223,823	2,531,737	2,902,500	0	0
2016 Bond Funds - Restricted													
Series 2016 Bond Fund													
BOK Financial	937,661	940,892	2,187,222	2,194,765	2,203,374	1,304,362	1,309,798	1,315,165	1,320,802	1,326,649	1,667,681	0	0
Transfer in Process								2,693,000	2,693,000	2,693,000			
Series 2016 Revenue Fund - (Property Tax)													
BOK Financial	1,236,579	1,238,331	1	1	2	2	2	2	2	2	1,674,710	0	0
Bond Funds - Totals - Restricted	2,174,240	2,179,223	2,187,223	2,194,766	2,203,376	1,304,364	1,309,800	4,008,167	4,013,804	4,019,651	3,342,391	0	0
Total Cash - All Funds	26,341,502	26,079,440	29,971,979	30,867,134	31,734,983	29,697,603	28,492,370	23,315,969	23,045,463	21,040,675	20,151,345	0	0
Month to Month Change		(262,062)	3,892,539	895,155	867,849	(2,037,380)	(1,205,233)	(3,176,401)	(2,270,506)	(2,004,788)	(889,330)	0	0

Note 1: Bond Interest payments made in May.

Restricted Accounts

FUND BALANCE SUMMARY

October 31, 2023

TRIVIEW METROPOLITAN DISTRICT

October 31, 2023

Fund Summary

GENERAL FUND

	Public Works/ Streets	Parks and Open Space	Debt Service	Total
Total Revenue	\$ 3,486,833	\$ 2,111,139	\$ 2,729,984	\$ 8,327,956
Total Expenditures	1,370,539	1,103,995	1,016,717	3,491,252
Net Excess (Deficiency)	\$ 2,116,293	\$ 1,007,144	\$ 1,713,267	\$ 4,836,704
			Less: Transfer to Capital Projects Fund	\$ 1,243,813
			Transfer to Enterprise Fund	\$ 747,000
			Net Excess (Deficiency) - 2023	\$ 2,845,891
			Beginning Fund Balance - January 1, 2023 - unrestricted	\$ 2,509,466
			Less: Debt Service - Restricted	\$ 1,700,592
			Ending Fund Balance - October 31, 2023 - unrestricted	\$ 3,654,765

WATER AND WASTEWATER ENTERPRISE FUND

	Water Operations	Wastewater Operations	Debt Service	Total
Total Revenue	\$ 2,958,088	\$ 2,038,636	\$ 1,367,488	\$ 6,364,211
Transfer from General Fund	-	-	747,000	747,000
Total Expenditures	1,903,660	1,591,709	733,122	4,228,490
Net Excess (Deficiency)	\$ 1,054,428	\$ 446,927	\$ 1,381,366	\$ 2,882,721
			Less: Transfer to Capital Projects Fund	\$ 11,273,434
			Net Excess (Deficiency) - 2023	\$ (8,390,713)
			Beginning Fund Balance - January 1, 2023	\$ 17,505,168
			Ending Fund Balance - October 31, 2023 - unrestricted	\$ 9,114,455

CAPITAL PROJECTS - GENERAL FUND

	Total
Total Revenue	\$ -
Plus: Transfer from General Fund	1,243,813
Highby Road Escrow	239,519
Total Expenditures	(1,483,332)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2023	\$ -
Ending Fund Balance - October 31, 2023 - unrestricted	\$ -

CAPITAL PROJECTS - ENTERPRISE FUND

	Total
Total Revenue	\$ 7,247,106
Plus:	
Transfer from Enterprise Fund	11,273,434
MI-PB Escrow	17,000
Total Expenditures	(18,537,540)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2023- unrestricted	\$ -
Ending Fund Balance - October 31, 2023 - unrestricted	\$ -

GENERAL FUND
Cost Allocation
October 31, 2023

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
REVENUE				
Sales Tax/IGA/Town - Estimated	\$ 1,980,000	\$ 1,396,883	\$ (583,117)	71%
Property Tax - Operations	226,890	227,025	135	100%
Property Tax/IGA/Town	231,000	234,831	3,831	102%
Specific Ownership Tax	198,000	173,330	(24,670)	88%
Auto Tax/IGA/Town - Estimated	165,000	138,152	(26,848)	84%
Interest	66,000	171,988	105,988	261%
Drainage Impact Fees	265,500	323,112	57,612	122%
Road and Bridge Fees	217,144	477,164	260,020	220%
Forest Lakes- Streets/ Parks Maintenance Revenue	60,000	50,427	(9,573)	84%
Use Tax - Construction Material	132,000	269,109	137,109	204%
Use Tax - Town	3,300	8,519	5,219	258%
Miscellaneous - (includes Safety Grant)	6,600	16,293	9,693	247%
Total Revenue	\$ 3,551,434	\$ 3,486,833	\$ (64,601)	98%
EXPENDITURES				
<u>Legislative</u>				
Directors' Fees	\$ 6,930	\$ 2,838	\$ 4,092	41%
FICA and Unemployment	554	227	327	41%
Workers Compensation Insurance	35	19	16	55%
Total Legislative	\$ 7,519	\$ 3,084	\$ 4,435	41%
<u>General and Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 179,837	\$ 96,142	\$ 83,695	53%
Unemployment Insurance	693	609	84	88%
Workers' Compensation Insurance	340	149	191	44%
Health and Dental Insurance	19,460	12,727	6,733	65%
Employer's FICA	9,513	5,925	3,588	62%
Employer's Medicare	2,608	1,421	1,187	54%
Retirement	2,888	1,274	1,614	44%
Life and Disability Insurance	2,099	899	1,200	43%
Total Salaries and Benefits	\$ 217,437	\$ 119,146	\$ 98,292	55%
<u>Professional Services</u>				
Professional Services-Engineering	\$ 39,600	\$ 35,519	\$ 4,081	90%
Professional Services-Public Relations	19,800	16,173	3,627	82%
Legal Fees/Monson, Cummins & Shohet	6,600	4,570	2,030	69%
Legal Fees	49,500	48,860	640	99%
Total Professional Services	\$ 115,500	\$ 105,122	\$ 10,378	91%
<u>General Administration</u>				
Accounting Services	\$ 33,000	\$ 34,395	\$ (1,395)	104%
Audit Fees	8,250	8,250	-	100%
Conference, Class and Education	4,950	452	4,498	9%
Dues, Publications and Subscriptions	5,940	3,985	1,955	67%
Election	19,800	34,436	(14,636)	174%
IT Support	14,520	20,440	(5,920)	141%
Office Equipment and Supplies	3,960	5,700	(1,740)	144%
Publication - Legal Notice	990	36	954	4%

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PUBLIC WORKS/STREETS

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
Repairs and Maintenance	1,320	1,824	(504)	138%
Telephone Service	17,556	18,657	(1,101)	106%
Travel and Meeting Expense	3,300	2,138	1,162	65%
Office Overhead (COA, utilities, rent, etc.)	27,720	24,110	3,610	87%
General Insurance	31,246	32,225	(979)	103%
Tax Collection Expense - Operations	3,403	3,407	(4)	100%
Vehicle Expense	660	1,682	(1,022)	255%
Stormwater Detention Pond Assessment	-	-	-	0%
Contingency/Emergency Reserves/Miscellaneous	6,600	7,113	(513)	108%
Total General Administration	\$ 183,215	\$ 198,849	\$ (15,634)	109%
Total General Administrative, Legislative and Professional Services	\$ 523,671	\$ 426,201	\$ 97,471	81%

Operations

Salaries and Benefits- Streets and Parks

Salaries/Wages	\$ 514,430	\$ 490,918	\$ 23,512	95%
Salaries/Wages - Seasonal	16,500	13,517	2,983	82%
Overtime/On-call	13,200	16,796	(3,596)	127%
Unemployment Insurance	1,980	1,523	457	77%
Workers' Compensation Insurance	11,880	10,938	942	92%
Health and Dental Insurance	107,950	118,486	(10,536)	110%
Employer's FICA	33,736	32,438	1,298	96%
Employer's Medicare	7,890	7,586	304	96%
Retirement	26,382	14,289	12,093	54%
Life and Disability Insurance	5,584	6,002	(418)	107%
Total Salaries and Benefits - Streets and Parks	\$ 739,531	\$ 712,492	\$ 27,040	96%

Streets Operations and Maintenance

Operations and Maintenance - (includes Crack Seal)	\$ 60,000	\$ 36,285	\$ 23,715	60%
Vehicle Maintenance	20,000	24,688	(4,688)	123%
Customer Sidewalk Repair	20,000	-	20,000	0%
District Sidewalk Repair/ADA Ramps	35,000	34,181	819	98%
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	13,920	11,080	56%
Contract Street Sweeping	25,000	12,085	12,915	48%
Sand and Salt for Roads	45,000	21,324	23,676	47%
Supplies	3,500	-	3,500	0%
Total Streets	\$ 246,000	\$ 143,283	\$ 102,717	58%
Total Streets O & M	\$ 985,531	\$ 855,775	\$ 129,757	87%

Lighting

MVE Operation and Maintenance	\$ 33,000	\$ 7,618	\$ 25,382	23%
Repair and Maintenance	1,980	4,150	(2,170)	210%
Total Lighting	\$ 34,980	\$ 11,768	\$ 23,212	34%

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
<u>Signage</u>				
Repairs and Maintenance	\$ 5,280	\$ 8,789	\$ (3,509)	166%
Total Signage	<u>\$ 5,280</u>	<u>\$ 8,789</u>	<u>\$ (3,509)</u>	<u>166%</u>
<u>Traffic Control</u>				
Operation and Maintenance	\$ 50,000	\$ 63,852	\$ (13,852)	128%
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>\$ 63,852</u>	<u>\$ 31,148</u>	<u>67%</u>
<u>Drainage/Erosion Control</u>				
Repairs and Maintenance (includes Concrete work)	\$ -	\$ 4,154	\$ (4,154)	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>\$ 4,154</u>	<u>\$ 35,846</u>	<u>10%</u>
Total Expenditures - Public Works/Streets	<u>\$ 1,684,462</u>	<u>\$ 1,370,539</u>	<u>\$ 313,925</u>	<u>81%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 1,866,971</u>	<u>\$ 2,116,293</u>	<u>\$ 249,323</u>	

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
REVENUE - Parks and Open Space				
Sales Tax/IGA/Town - Estimated	\$ 1,020,000	\$ 719,606	\$ (300,394)	71%
Property Tax - Operations	116,882	116,952	70	100%
Property Tax/IGA/Town	119,000	120,973	1,973	102%
Specific Ownership Tax	102,000	89,291	(12,709)	88%
Park, Rec and Landscape Fees	647,616	672,602	24,986	104%
Forest Lakes- Streets/ Parks Maintenance Revenue	60,000	50,427	(9,573)	84%
Auto Tax/IGA/Town - Estimated	85,000	71,169	(13,831)	84%
Interest	34,000	88,600	54,600	261%
Use Tax - Construction Material	68,000	138,632	70,632	204%
Use Tax- Town	1,700	4,389	2,689	258%
Conservation Trust Fund	40,000	30,105	(9,895)	75%
Miscellaneous - (includes Safety Grant)	3,400	8,393	4,993	247%
Total Revenue	\$ 2,297,598	\$ 2,111,139	\$ (186,459)	92%

EXPENDITURES

Legislative

Directors' Fees	\$ 3,570	\$ 1,462	\$ 2,108	41%
FICA and Unemployment	286	117	169	41%
Workers Compensation Insurance	18	10	8	55%
Total Legislative	\$ 3,874	\$ 1,589	\$ 2,285	41%

General and Administrative

Salaries and Benefits

Salaries/Wages	\$ 92,643	\$ 49,527	\$ 43,116	53%
Unemployment Insurance	357	314	43	88%
Workers' Compensation Insurance	175	76	99	44%
Health and Dental Insurance	10,025	6,557	3,468	65%
Employer's FICA	4,901	3,052	1,849	62%
Employer's Medicare	1,343	732	611	54%
Retirement	1,488	656	832	44%
Life and Disability Insurance	1,081	463	618	43%
Total Salaries and Benefits	\$ 112,013	\$ 61,378	\$ 50,635	55%

Professional Services

Professional Services-Engineering	\$ 20,400	\$ 18,298	\$ 2,102	90%
Professional Services-Public Relations	10,200	8,331	1,869	82%
Legal Fees/Monson, Cummins & Shohet	3,400	2,354	1,046	69%
Legal Fees	25,500	25,171	329	99%
Total Professional Services	\$ 59,500	\$ 54,154	\$ 5,346	91%

General Administration

Accounting Services	\$ 17,000	\$ 17,719	\$ (719)	104%
Audit Fees	4,250	4,250	-	100%
Conference, Class and Education	2,550	233	2,317	9%
Dues, Publications and Subscriptions	3,060	2,053	1,007	67%
Election	10,200	17,740	(7,540)	174%
IT Support	7,480	10,529	(3,049)	141%
Office Equipment and Supplies	2,040	2,937	(897)	144%
Publication - Legal Notice	510	18	492	4%
Repairs and Maintenance	680	939	(259)	138%
Telephone Service	9,044	9,611	(567)	106%
Travel and Meeting Expense	1,700	1,101	599	65%
Office Overhead (COA, utilities, rent, etc.)	14,280	12,421	1,859	87%
General Insurance	16,096	16,600	(504)	103%
Tax Collection Expense - Operations	1,753	1,755	(2)	100%
Vehicle Expense	340	866	(526)	255%
Stormwater Detention Pond Assessment	-	-	-	0%
Contingency/Emergency Reserves/Miscellaneous	3,400	3,664	(264)	108%
Total General Administration	\$ 94,383	\$ 102,437	\$ (8,054)	109%

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
Total Parks - Administrative, Professional Services, etc.	\$ 269,770	\$ 219,558	\$ 50,212	81%
<u>Operations</u>				
<u>Salaries and Benefits- Streets and Parks</u>				
Salaries/Wages	\$ 265,010	\$ 252,897	\$ 12,113	95%
Salaries/Wages - Seasonal	8,500	6,963	1,537	82%
Overtime/On-call	6,800	8,652	(1,852)	127%
Unemployment Insurance	1,020	784	236	77%
Workers' Compensation Insurance	6,120	5,635	485	92%
Health and Dental Insurance	55,610	61,037	(5,427)	110%
Employer's FICA	17,379	16,710	669	96%
Employer's Medicare	4,064	3,907	157	96%
Retirement	13,590	7,361	6,229	54%
Life and Disability Insurance	2,876	3,092	(216)	107%
Total Salaries and Benefits - Parks	\$ 380,971	\$ 367,039	\$ 13,930	96%
<u>Parks and Open Space O & M</u>				
Repair of Facilities	\$ 6,000	\$ 3,748	\$ 2,252	62%
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	54,520	5,480	91%
Park Irrigation Water Payments	200,000	242,650	(42,650)	121%
Repair and Maintenance	85,000	99,459	(14,459)	117%
Supplies/Trees Replacement	15,000	14,141	859	94%
Tools	7,000	2,329	4,671	33%
Equipment and Projects	10,000	12,625	(2,625)	126%
Clothing and Safety Equipment	12,000	13,614	(1,614)	113%
Vehicle Expense- Fuel	40,000	31,974	8,026	80%
Back Flow Inspection	3,500	-	3,500	0%
ET 3 Year Subscription	-	-	-	0%
Total Parks and Open Space O & M	\$ 453,500	\$ 476,703	\$ (23,203)	105%
Total Parks O & M	\$ 834,471	\$ 843,742	\$ (9,273)	101%
<u>Lighting</u>				
MVE Operation and Maintenance	\$ 17,000	\$ 3,925	\$ 13,075	23%
Repair and Maintenance	1,020	2,138	(1,118)	210%
Total Lighting	\$ 18,020	\$ 6,063	\$ 11,957	34%
<u>Signage</u>				
Repairs and Maintenance	\$ 2,720	\$ 4,528	\$ (1,808)	166%
Total Signage	\$ 2,720	\$ 4,528	\$ (1,808)	166%
Total Conservation Trust Fund Projects	\$ 40,000	\$ 30,105	\$ 9,895	75%
Total Expenditures - Parks and Open Space	\$ 1,164,981	\$ 1,103,995	\$ 60,984	95%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 1,132,618	\$ 1,007,144	\$ (125,474)	

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
DEBT SERVICE

For the Ten Months Ending October 31, 2023
Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
REVENUE				
Property Tax	\$ 2,656,420	\$ 2,658,011	\$ 1,591	100%
Interest - GO Bond	40,000	71,973	31,973	180%
Total Revenue	\$ 2,696,420	\$ 2,729,984	\$ 33,564	101%
EXPENDITURES				
<u>Administrative</u>				
Tax Collection Expense	\$ 39,846	\$ 39,895	\$ (49)	100%
Total Administrative	\$ 39,846	\$ 39,895	\$ (49)	100%
<u>Debt Service</u>				
Bond Interest Payment	\$ 1,815,363	\$ 970,682	\$ 844,681	53%
Bond Principal Payment	760,000	-	760,000	0%
Paying Agent Fees	5,000	6,140	(1,140)	123%
Total Debt Service	\$ 2,580,363	\$ 976,822	\$ 1,603,541	38%
Total Expenditures	\$ 2,620,209	\$ 1,016,717	\$ 1,603,492	39%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ 76,211	\$ 1,713,267	\$ 1,637,056	

ENTERPRISE FUND
Cost Allocation
October 31, 2023

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
REVENUE				
Water Revenue	\$ 2,200,000	\$ 1,765,266	\$ (434,734)	80%
Base Rate/Capital Improvement Fee	977,000	854,111	(122,889)	87%
Contract Sewer and Water Service - Forest Lakes	110,000	99,027	(10,974)	90%
Lot Inspection Fees	-	15,000	15,000	0%
Water Meter Kits	34,500	63,973	29,473	185%
Administrative Fee	120,000	112,080	(7,920)	93%
Miscellaneous	30,000	33,544	3,544	112%
Bulk Water Revenue	100,000	15,087	(84,913)	15%
Total Revenue	\$ 3,571,500	\$ 2,958,088	\$ (613,413)	83%
EXPENDITURES				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 483,100	\$ 444,726	\$ 38,374	92%
Overtime/On-call	15,000	21,173	(6,173)	141%
Unemployment Insurance	1,650	532	1,119	32%
Workers' Compensation Insurance	5,000	4,554	447	91%
Health and Dental Insurance	87,865	62,227	25,638	71%
Employer's FICA	30,882	28,830	2,053	93%
Employer's Medicare	7,222	6,742	480	93%
Retirement	24,905	12,981	11,925	52%
Life and Disability Insurance	5,375	4,485	890	83%
Total Salaries and Benefits	\$ 661,000	\$ 586,248	\$ 74,751	89%
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 62,488	\$ (32,488)	208%
Professional Services-Public Relations	15,000	12,471	2,529	83%
Professional Services/Amcobi/National Meter	51,500	49,822	1,679	97%
Development Services/Monson, Cummins & Shohet	50,000	80,074	(30,074)	160%
Total Professional Services	\$ 146,500	\$ 204,854	\$ (58,354)	140%
<u>Administrative</u>				
Accounting Services	25,000	26,057	(1,057)	104%
Audit Fees	6,250	6,250	-	100%
Conference, Class and Education	2,000	1,204	797	60%
Dues, Publications and Subscriptions	4,500	2,987	1,513	66%
Election Expense	-	-	-	0%
IT Support	11,000	16,504	(5,504)	150%
Office Equipment and Supplies	2,500	578	1,922	23%
Postage	500	499	1	100%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	7,300	6,862	439	94%
Travel and Meeting Expense	500	64	436	13%
Office Overhead (COA, utilities, rent, etc.)	7,000	5,066	1,935	72%
Clothing Uniform Rental and Safety Equipment	5,000	3,374	1,627	67%
General Insurance	23,671	25,059	(1,388)	106%
Vehicle Expense	30,000	24,593	5,407	82%
Bank Charges	7,500	295	7,205	4%
Miscellaneous	1,000	160	840	16%
Total General Administration	\$ 133,821	\$ 119,550	\$ 14,272	89%
Total General Administrative	\$ 941,321	\$ 910,652	\$ 30,668	97%

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Water Operations

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
<u>Water System</u>				
Water Testing	\$ 40,000	\$ 96,063	\$ (56,063)	240%
Waste Disposal	10,000	-	10,000	0%
Sludge Disposal	35,000	985	34,015	3%
Gas Utilities	9,000	7,357	1,643	82%
Electric Utilities	350,000	286,176	63,824	82%
SCADA Support/Meter Calibration	33,000	11,789	21,211	36%
Repairs and Maintenance	240,000	274,201	(34,201)	114%
Storage Tank Maintenance	5,000	5,000	-	100%
Operating Supplies	30,000	6,618	23,382	22%
Bulk Chemical Supplies (Starting HMO Treatment)	70,000	48,677	21,323	70%
Lab Chemicals and Supplies	15,000	14,253	747	95%
Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit)	25,000	10,246	14,754	41%
Water and Ditch Assessments	150,000	175,903	(25,903)	117%
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	41,973	162,027	21%
Lower Fountain Creek	11,500	11,845	(345)	103%
Total Water System	<u>\$ 1,294,706</u>	<u>\$ 993,008</u>	<u>\$ 301,698</u>	<u>77%</u>
Total Expenditures	<u>\$ 2,236,027</u>	<u>\$ 1,903,660</u>	<u>\$ 332,366</u>	<u>85%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 1,335,473</u>	<u>\$ 1,054,428</u>	<u>\$ (281,045)</u>	

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND

Wastewater Operations

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
REVENUE				
Sewer Revenue	\$ 2,063,000	\$ 1,906,065	\$ (156,935)	92%
Contract Sewer and Water Service - Forest Lakes	110,000	99,027	(10,974)	90%
Miscellaneous	30,000	33,544	3,544	112%
Total Revenue	\$ 2,203,000	\$ 2,038,636	\$ (164,365)	93%
EXPENDITURES				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 483,100	\$ 444,726	\$ 38,374	92%
Overtime/On-call	15,000	21,173	(6,173)	141%
Unemployment Insurance	1,650	532	1,119	32%
Workers' Compensation Insurance	5,000	4,554	447	91%
Health and Dental Insurance	87,865	62,227	25,638	71%
Employer's FICA	30,882	28,830	2,053	93%
Employer's Medicare	7,222	6,742	480	93%
Retirement	24,905	12,981	11,925	52%
Life and Disability Insurance	5,375	4,485	890	83%
Total Salaries and Benefits	\$ 661,000	\$ 586,248	\$ 74,751	89%
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 62,488	\$ (32,488)	208%
Professional Services-Public Relations	15,000	12,471	2,529	83%
Professional Services/Amcobi/National Meter	51,500	49,822	1,679	97%
Development Services/Monson, Cummins & Shohet	50,000	80,074	(30,074)	160%
Total Professional Services	\$ 146,500	\$ 204,854	\$ (58,354)	140%
<u>Administrative</u>				
Accounting Services	\$ 25,000	\$ 26,057	\$ (1,057)	104%
Audit Fees	6,250	6,250	-	100%
Conference, Class and Education	2,000	1,204	797	60%
Dues, Publications and Subscriptions	4,500	2,987	1,513	66%
Election Expense	-	-	-	0%
IT Support	11,000	16,504	(5,504)	150%
Office Equipment and Supplies	2,500	578	1,922	23%
Postage	500	499	1	100%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	7,300	6,862	439	94%
Travel and Meeting Expense	500	64	436	13%
Office Overhead (COA, utilities, rent, etc.)	7,000	5,066	1,935	72%
Clothing Uniform Rental and Safety Equipment	5,000	3,374	1,627	67%
General Insurance	23,671	25,059	(1,388)	106%

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

Wastewater Operations

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
Vehicle Expense	30,000	24,593	5,407	82%
Bank Charges	7,500	295	7,205	4%
Miscellaneous	1,000	160	840	16%
Total General Administration	<u>\$ 133,821</u>	<u>\$ 119,550</u>	<u>\$ 14,272</u>	<u>89%</u>
Total General Administrative	<u>\$ 941,321</u>	<u>\$ 910,652</u>	<u>\$ 30,668</u>	<u>97%</u>
 <u>Wastewater System</u>				
Wastewater TF/Donala/IGA	\$ 824,000	\$ 531,802	\$ 292,198	65%
Repairs and Maintenance	5,000	6,414	(1,414)	128%
Tools	3,000	-	3,000	0%
Wastewater-Engineering	-	136,607	(136,607)	0%
Operating Supplies	1,000	546	454	55%
Transit Loss	5,700	5,688	12	100%
Total Wastewater System	<u>\$ 838,700</u>	<u>\$ 681,057</u>	<u>\$ 157,643</u>	<u>81%</u>
 Total Expenditures	 <u>\$ 1,780,021</u>	 <u>\$ 1,591,709</u>	 <u>\$ 188,311</u>	 <u>89%</u>
 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	 <u>\$ 422,979</u>	 <u>\$ 446,927</u>	 <u>\$ 23,948</u>	

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND
DEBT SERVICE

For the Ten Months Ending October 31, 2023

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
REVENUE				
Renewable Water Fee	\$ 421,260	\$ 626,487	\$ 205,227	149%
Water Lease- Comanche	180,460	137,166	(43,294)	76%
Interest	150,000	603,835	453,835	403%
Total Revenue	\$ 751,720	\$ 1,367,488	\$ 615,768	182%
 <u>Debt Service</u>				
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%
Total Debt Service	\$ 2,202,244	\$ 733,122	\$ 1,469,122	33%
 OTHER FINANCING SOURCES				
Transfer from other funds	\$ 900,000	\$ 747,000	\$ (153,000)	83%
Total Other Financing Sources	\$ 900,000	\$ 747,000	\$ (153,000)	83%
 EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ (550,524)	\$ 1,381,366	\$ 1,931,890	

CAPITAL PROJECTS FUNDS

October 31, 2023

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

Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
REVENUE				
Total Revenue	\$ -	\$ -	\$ -	0%
EXPENDITURES				
<u>Vehicles and Equipment Utilities</u>				
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	97,508	2,492	98%
Vac Truck	185,000	182,346	2,654	99%
Material Storage Facility	20,000	4,000	16,000	20%
Software - Cash Receipts	10,000	5,950	4,050	60%
Total Vehicles and Equipment	<u>\$ 407,000</u>	<u>\$ 371,485</u>	<u>\$ 35,515</u>	<u>91%</u>
<u>Park and Street Improvements</u>				
Overlay Parking Lot at Public Works Facility	\$ 196,000	\$ 176,023	\$ 19,977	90%
Higby Road Study/Construction	250,000	239,519	10,481	96%
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	4,674	10,326	31%
Irrigation Enhancement Kitchner near James Gate	10,000	-	10,000	0%
Storage/ Garage Building	65,000	85,335	(20,335)	131%
Playground Improvements (Old Creek Park)	168,000	120,891	47,109	72%
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	151,371	(1,371)	101%
Leather Chaps and Jackson Street Light	50,000	-	50,000	0%
Total Park and Street Improvements	<u>\$ 1,222,500</u>	<u>\$ 1,111,847</u>	<u>\$ 110,653</u>	<u>91%</u>
Total Expenditures - District Capital	<u>\$ 1,629,500</u>	<u>\$ 1,483,332</u>	<u>\$ 146,168</u>	<u>91%</u>
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	<u>\$ (1,629,500)</u>	<u>\$ (1,483,332)</u>	<u>\$ 146,168</u>	
OTHER FINANCING SOURCES (USES)				
Transfer from General Fund	\$ 1,379,500	\$ 1,243,813	\$ (135,687)	90%
Higby Road - Developer Contribution - Escrow	250,000	239,519	(10,481)	96%
Total Other Financing Sources (Uses)	<u>\$ 1,629,500</u>	<u>\$ 1,483,332</u>	<u>\$ (146,168)</u>	<u>91%</u>
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES AND OTHER FINANCING SOURCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - ENTERPRISE

Budget Status Report - GAAP Basis
For the Ten Months Ending October 31, 2023
 Unaudited

	2023 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 83%)
REVENUE				
Water Tap Fees	\$ 722,400	\$ 1,131,536	\$ 409,136	157%
Sewer Tap Fees	420,000	609,000	189,000	145%
Thompson Thrift Apartments	2,743,535	2,669,096	(74,439)	97%
Water/Sewer Impact Fee	30,000	43,500	13,500	145%
Renewable Water Fee	421,260	626,487	205,227	149%
Admin Fee	90,000	36,000	(54,000)	40%
Lease Revenue (FMIC)	65,000	169,125	104,125	260%
Effluent Paid-AGUA/Woodmoor	225,000	57,679	(167,321)	26%
Review and Comment Fee	30,000	38,447	8,447	128%
Western Interceptor	-	114,080	114,080	0%
Water Infrastructure Agreement Fee Homeplace Ranch	-	600,000	600,000	0%
Wastewater Treatment Fees Homeplace Ranch	-	600,000	600,000	0%
Sale of Asset	-	44,000	44,000	0%
Developer Contribution	-	300,000	300,000	0%
Miscellaneous Income	-	25,000	25,000	0%
Miscellaneous Income-Stonewall Lease	1,000	36,429	35,429	3643%
Payment in Lieu of Water Rights	600,000	146,727	(453,273)	24%
Total Revenue	\$ 5,348,195	\$ 7,247,106	\$ 1,898,911	136%
EXPENDITURES				
Vehicles and Equipment Utilities				
Camera Van - Outfit with Equipment	\$ 100,000	\$ 216,722	\$ (116,722)	217%
Vac Truck	185,000	182,346	2,654	99%
Total Vehicles and Equipment	\$ 285,000	\$ 399,068	\$ (114,068)	140%
Wells				
A-4 Pump and Motor and Transfuser	\$ 150,000	\$ 195,550	\$ (45,550)	130%
Total Wells	\$ 150,000	\$ 195,550	\$ (45,550)	130%
Water Improvements				
Filter Media Replacement (2 Filter @ B Plant & 2 Filter @ A-Plant)	\$ 130,000	\$ 56,543	\$ 73,457	43%
SCADA	12,000	8,726	3,274	73%
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	128,408	(28,408)	128%
Bale Ditch- Augmentation Station	25,000	-	25,000	0%
Storage/ Garage Building	65,000	85,335	(20,335)	131%
AVIC Bale Change Case - Brownstein	200,000	406,116	(206,116)	203%
FMIC Change Case	50,000	20,021	29,979	40%
Excelsior Change Case - Cummins	50,000	14,211	35,789	28%
Excelsior Exchange Case	50,000	-	50,000	0%
Excelsior Ditch at Nyberg Rd.	-	115,584	(115,584)	0%
Central Reservoir - Powerline Relocation and Permitting	200,000	204,655	(4,655)	102%
AVIC Augmentation Station	100,000	-	100,000	0%
Bale Ditch Purchase	100,000	61,522	38,478	62%
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	927,493	(827,493)	927%
Northern Delivery System Pipeline Construction Project	16,738,781	15,892,635	846,146	95%
Total Water Improvements	\$ 18,600,781	\$ 17,942,922	\$ 657,859	96%
Total Expenditures - Enterprise Capital	\$ 19,035,781	\$ 18,537,540	\$ 498,241	97%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ (13,687,586)	\$ (11,290,434)	\$ 2,397,152	
OTHER FINANCING SOURCES (USES)				
Transfer from Enterprise Fund	\$ 12,787,586	\$ 11,273,434	\$ (1,514,152)	88%
MI-PB - Escrow	-	17,000	17,000	0%
CWCB Loan Proceeds	900,000	-	(900,000)	0%
Total Other Financing Sources (Uses)	\$ 13,687,586	\$ 11,290,434	\$ (2,397,152)	82%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	

TRIVIEW METROPOLITAN DISTRICT

November 2023 Financials for the Board will be sent when received.