

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

Thursday, October 24, 2024

Triview Metropolitan District Office
16055 Old Forest Point Suite 302
Monument, CO 80132
5:30 p.m. – 8:00 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/86976552874?pwd=G4qXFQPQkdaLXtD96bzZ3yK11jUXYc.1>

Meeting ID: 869 7655 2874
Passcode: 647281

One tap mobile
+17193594580,,86976552874#,,,,*647281# US

AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Waiver of Conflicts
4. Approval of Agenda
5. Public Comment
6. Approval of Consent Agenda
 - September 19, 2024,
 - Regular meeting minutes
 - Billing Summary Rate Code Report (enclosure)
 - Taps for September 2024 (enclosure)
 - Tax Transfer from Monument (enclosure)
7. Operations Reports
 - a. District Manager Monthly Report (enclosure)
 - b. Assistant Manager Monthly Report (Steve Sheffield enclosure)
 - c. Public Works and Parks and Open Space Updates (enclosure Matt Rayno)

d. Utility Department Operations Updates (enclosure Gary Potter)

8. Action Items:

- a. Review and Consider Resolution 2024-11, a Resolution of the Triview Metropolitan District's Board of Directors Establishing Inclusion Policies and Fees for the Triview Metropolitan District.
- b. Review and Consider an Underwriter Engagement Letter for the Issuance of General Obligation Bonds Series 2025 between the Triview Metropolitan District and Piper Sandler and authorization for the District Manager to sign the Engagement Letter. (enclosure)

9. Discussion Items: None

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

- a. Checks of \$5,000.00 or more (enclosure)
- b. September 2024 Financials (enclosure)

11. Legal Comments (Scott Goodstein, Chris Cummins)

12. Update Board on Public Relation activities.

- Newsletter distribution and Topics

13. Executive session of the Board of Directors pursuant to Sections 24-6-402(4)(a), Colorado Revised Statutes, for the purpose of acquisition or sale of water/land, and 24-6-402(4)(b), Colorado Revised Statutes, for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators as it relates to claims and possible legal settlements.

14. Adjournment

RECORD OF PROCEEDINGS

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

September 19, 2024

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, September 19, 2024, beginning at 5:30 p.m. The meeting was conducted via Zoom. This meeting was open to the public. The meeting was called to order at 5:33 PM.

ATTENDANCE

In attendance were Directors:

President	Mark Melville, present
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
Sara Lamb, District Administrator
George Rowley, Triview General Counsel
Matt Rayno, Parks, and Open Space/Public Works Superintendent
Gary Potter, Water Dept. Superintendent
Rob Lewis, Distribution Manager
Natalie Barszcz, Our Community News
Anissa Prickett, resident

DISCLOSURE OF CONFLICTS

None.

Agenda – Mr. McGrady distributed, for the Board’s approval, the proposed agenda. A motion was made by Mr. Gross for approval of the proposed agenda. The motion was seconded by Mrs. Carlton. A vote was taken, and the motion passed 3-0. (Mr. Barnhart and Mr. Sexton entered the meeting at 5:35 PM).

RECORD OF PROCEEDINGS

PUBLIC COMMENT

Ms. Prickett voiced some concerns about vehicular/pedestrian safety issues at the Gleneagle Dr bus stop area in the vicinity of Soo Line Wy. Ms. Prickett feels that the speeds are excessive, and the school bus “stop” sign and lights are ineffective thereby endangering young students. After some discussion, a commitment was made by Mr. Melville and Mr. McGrady to contact the School District and Monument Police respectively to see if there are any changes that could be made to enhance safety for all parties.

Consent Agenda

- a) Prior Meeting Minutes
August 22, 2024, Regular Board Meeting (enclosure)
- b) Billing Summary Rate Code Report (enclosure)
- c) Taps for August 2024 (enclosure)
- d) Tax Transfer from Monument (enclosure)

A motion was made by Mr. Sexton to approve the consent agenda as presented. The motion was duly seconded by Mr. Gross. A vote was taken, and the motion passed unanimously 5-0.

OPERATIONS REPORT

District Manager Report (enclosure)

- Mr. McGrady presented to the Board that the NDS pump station is up and running and the District is taking water from the CSU water tank. The project is 99% complete. Kiewit has requested that “substantial completion” status be granted to the project and the District has agreed to this.
- The Chicago Ranch annexation into the Town of Buena Vista should be complete on September 30th.
- The new 12” water line in Higby Rd is complete. There are some paving and patching issues that need to be resolved before final payment.
- FMIC agreements for conveyance and storage were approved by the FMIC Board. This will give TMD more flexibility for its water storage and exchange potential.
- NMCI 30% design is complete. Cost estimates for the project are forthcoming.
- A new District newsletter should be arriving in mailboxes within days.

OPERATIONS REPORT

Assistant District Manager (Steve Sheffield)

- Mr. Sheffield presented to the Board that he completed the Water Fluency

RECORD OF PROCEEDINGS

course presented by Water Education Colorado.

- Mr. Sheffield also presented that a lot of his time has been devoted to the NDS start up process.

Superintendent of Parks and Open Space (Matt Rayno)

- Mr. Rayno presented to the Board that the trail improvement project on St. Lawrence Wy is continuing.
- The fall aeration and over-seed project is underway.
- The crew will be attending the Snow and Ice conference in Loveland.
- Two guys will be getting their Colorado Spray License during the off season.
- There will be approximately three more mowings, and then the crews will shut down the irrigation season for the year.

Raw Water Collection and Treatment Manager (Gary Potter)

- Mr. Potter presented to the Board that the NDS system is operational.
- The District produced 2.7 million gallons from the NDS in one day.
- Mr. Potter has started to document the well levels for the entire district.
- The crew is working on an operational plan to minimize the use of wells and the treatment plant. This will allow the maximization of the NDS system.

ACTION ITEMS:

- a. Review and Consider an Intergovernmental Agreement between Chaffee County, Colorado and the Triview Metropolitan District regarding ditch changes and construction projects associated with the AVIC Ditch and Bale Ditch 1 and 2 and authorize the District Manager to sign said IGA on behalf of the Triview Metropolitan District. After a brief discussion, Mr. Sexton made a motion to approve the IGA. Mr. Barnhart seconded the motion. A vote was taken, and the motion passed 5-0.

Discussion Items: NONE

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 Mr. Barnhart. The motion was duly seconded by Mr. Sexton. A vote was taken. The motion passed 5-0.

Monthly Cash Position and Unaudited Financial Statements - The Board reviewed the August 2024 unaudited Financial Statements as presented. After

some discussion, a motion was made by Mr. Barnhart to approve the financials. The motion was duly seconded by Mr. Sexton. A vote was taken, and the motion passed unanimously 5-0.

RECORD OF PROCEEDINGS

LEGAL COMMENTS

No comments by Mr. Rowley.

PUBLIC RELATIONS:

An update was provided by Mr. McGrady on public relations activities. The next District newsletter should be arriving in mailboxes any day.

BOARD BREAK

The Board took a brief break before entering Executive Session at 7:10 PM.

EXECUTIVE SESSION:

Entered executive session at 7:28 PM on a motion by Mr. Melville pursuant to Sections 24-6-402(4)(a) Colorado Revised Statutes, for the purpose of acquisition of water/land, and 24-6-402(4)(b), Colorado Revised Statutes for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators as it relates to potential development incentives and intergovernmental agreements.

The motion was seconded by Mr. Gross. A vote was taken. The motion passed unanimously 5-0.

The Board left the executive session at 8:50 PM. and returned to the regular session.

ADJOURN

There was a brief follow up discussion by the Board regarding the traffic speed issue on Gleneagle Dr. A motion to adjourn the meeting was made by Mr. Sexton. The motion was duly seconded by Mr. Melville. A vote was taken. The motion passed unanimously 5-0. The meeting was adjourned at 9:02 PM.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District - SEPTEMBER MONTH END

Summary Financial Information - Board Packet

Base Fee Dates: 10-1 to 11-1-2024

Usage Dates: 8-30 to 9-30-2024

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$130,587.52	2266
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$49,074.09	2262
Rate Code 01 Triview Metro - Res Water Base Rate	\$90,566.59	2272
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$139,146.26	2247
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$126,002.49	1556
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$23,007.50	258
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$7,239.09	45
Rate Code 01 Triview Metro - Res Water Use Rate Tier5	(\$875.22)	15
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$3,691.52	32
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$2,560.00	32
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$8,306.28	36
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$5,920.00	37
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$8,767.55	19
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$6,080.00	19
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$2,768.67	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$1,920.00	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$40,292.20	88
Usage Fee Triview Metro - Com Water Use Rate	\$72,582.70	88
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$1,920.00	24
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$3,040.00	19
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$5,760.00	18
Usage Fee Triview Metro - Com Irr Water Use	\$87,573.05	57
Triview Metro - Quik Way Sewer	\$213.00	1
Triview Metro - Metering & Billing Fee	\$12,085.00	2419
Title Prep Fee Triview Metro - Title Request Fee	\$100.00	4
Triview Metro - 5% Late Fee	\$4,505.55	225
Special Impact Triview Metro - Special Impact Fee	\$2,420.00	244
Triview Metro - Reconnect Fee		
Triview Metro - NSF Fee		
Total Accounts	\$835,253.84	14289

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2281
Rate Code 02 - Commercial Account 1"	29
Rate Code 03 - Irrigation Account 1"	23
Rate Code 04 - Commercial Account 1 1/2"	41
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	15
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"	15
Rate Code 12 - Permitted	
Total Accounts	2427

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 241,248.59
Amount Past Due 31-60 Days	\$ 24,970.04
Amount Past Due 61-90 Days	\$ 3,235.58
Amount Past Due 91-120 Days	\$ 363.20
Amount Past Due 120+ Days	\$ (3,309.96)
Total AR	\$266,507.45

Receipts	Amount	Items
Payment - ACH	\$464,270.70	1577
Payment - Vectra Bank	\$214,466.31	507
Payment - On Site	\$24,816.49	74
Refund CREDIT	(\$760.72)	6
REVERSE Payment	(\$1,279.59)	3
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
Total Receipts	\$701,513.19	2167
Checks versus Online Payments	26.92%	73.08%
	Checks	ACH's

Water	Gallons	Accounts
Gallons sold 7-31 to 8-30-2024 =	41,954,809	2422
Gallons sold 8-30 to 9-30-2024 =	42,947,553	2424

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	11	1,265,670	3.02%
40,001 - 50,000	8	346,001	0.82%
30,001 - 40,000	36	1,192,954	2.84%
20,001 - 30,000	199	4,609,613	10.99%
10,001 - 20,000	1031	14,515,470	34.60%
8,001 - 10,000	277	2,487,703	5.93%
6,001 - 8,000	235	1,650,351	3.93%
4,001 - 6,000	191	963,160	2.30%
2,001 - 4,000	166	493,580	1.18%
1 - 2,000	105	121,106	0.29%
Zero Usage	22	0	0.00%
Total Meters	2281	27,645,608	65.89%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	43	6,109,575	14.56%
40,001 - 50,000	4	182,821	0.44%
30,001 - 40,000	10	354,093	0.84%
20,001 - 30,000	8	189,065	0.45%
10,001 - 20,000	4	59,468	0.14%
8,001 - 10,000	3	26,109	0.06%
6,001 - 8,000	3	20,787	0.05%
4,001 - 6,000	3	14,011	0.03%
2,001 - 4,000	3	8,250	0.02%
1 - 2,000	5	3,495	0.01%
Zero Usage	2	0	0.00%
Total Meters	88	6,967,674	16.61%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	26	7,861,658	18.74%
40,001 - 50,000	5	226,191	0.54%
30,001 - 40,000	4	140,924	0.34%
20,001 - 30,000	0	0	0.00%
10,001 - 20,000	5	76,982	0.18%
8,001 - 10,000	1	8,059	0.02%
6,001 - 8,000	1	6,368	0.02%
4,001 - 6,000	1	4,740	0.01%
2,001 - 4,000	2	6,114	0.01%
1 - 2,000	2	3,235	0.01%
Zero Usage	8	0	0.00%



Triview Metropolitan District

SEPTEMBER 2024 TAPS PAID

NEW TAPS REPORT

1	16757 Greyhawk Dr	Creekside/Jackson Creek North - SFD	\$	49,440.00
2	16813 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	49,440.00
3	16827 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	49,440.00
4	16841 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	49,440.00
5	Old Grotto Rd Irrig A JCN HOA	Creekside/Jackson Creek North - Irri	\$	128,844.80
6	Starfall Dr Irrig B JCN HOA	Creekside/Jackson Creek North - Irri	\$	128,844.80
7	739 Old Grotto Dr	Creekside/Jackson Creek North - SFD	\$	49,440.00
		TOTAL	\$	504,889.60



Oct. 15, 2024

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 \$248,369.63 to the Triview Vectra account on or before Oct. 30, 2024. The ACH details are as follows and documentation is enclosed.

Sales Tax for August 2024	\$	227,884.79
Regional Building Use Tax for September 2024	\$	932.61
Motor Vehicle Tax for September 2024	\$	19,552.23

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

Sincerely,

Madeline VanDenHoek
Interim Town Manager



Assistant Manager Training Report September 2024

- Attended multiple meetings to discuss operations at Forest Lakes Metro. Surface water treatment plant. There has been significant progress on being able to run 100% surface water and two of the wells through the Ground Water plant at the same time. This will increase the amount of water we are able to produce for next summer.
- Worked with both Jim, Sara and Chris Cummins to verify reimbursement amount of funds from Triview to Creekside Development.
- Continued work on finishing up the NDS pump station. Working on Instrumentation and Controls (I&C) as well as operations optimization. Chlorine pump repairs and trouble shooting continue to present problems. We have parts to mitigate some off gassing in the pump. This should allow for fully automated operation.
- I attended multiple preliminary 2025 Budget meetings with the entire TMD supervisory crew and Fromm associates.
- Met multiple times with Cindy Myers from Highstreet regarding the changes to the employee benefits package.
- Working with RESPEC engineering firm to finalize design and contract documents for new water storage tank.



Triview Metro Public Works October 2024 Report

List of October Projects:

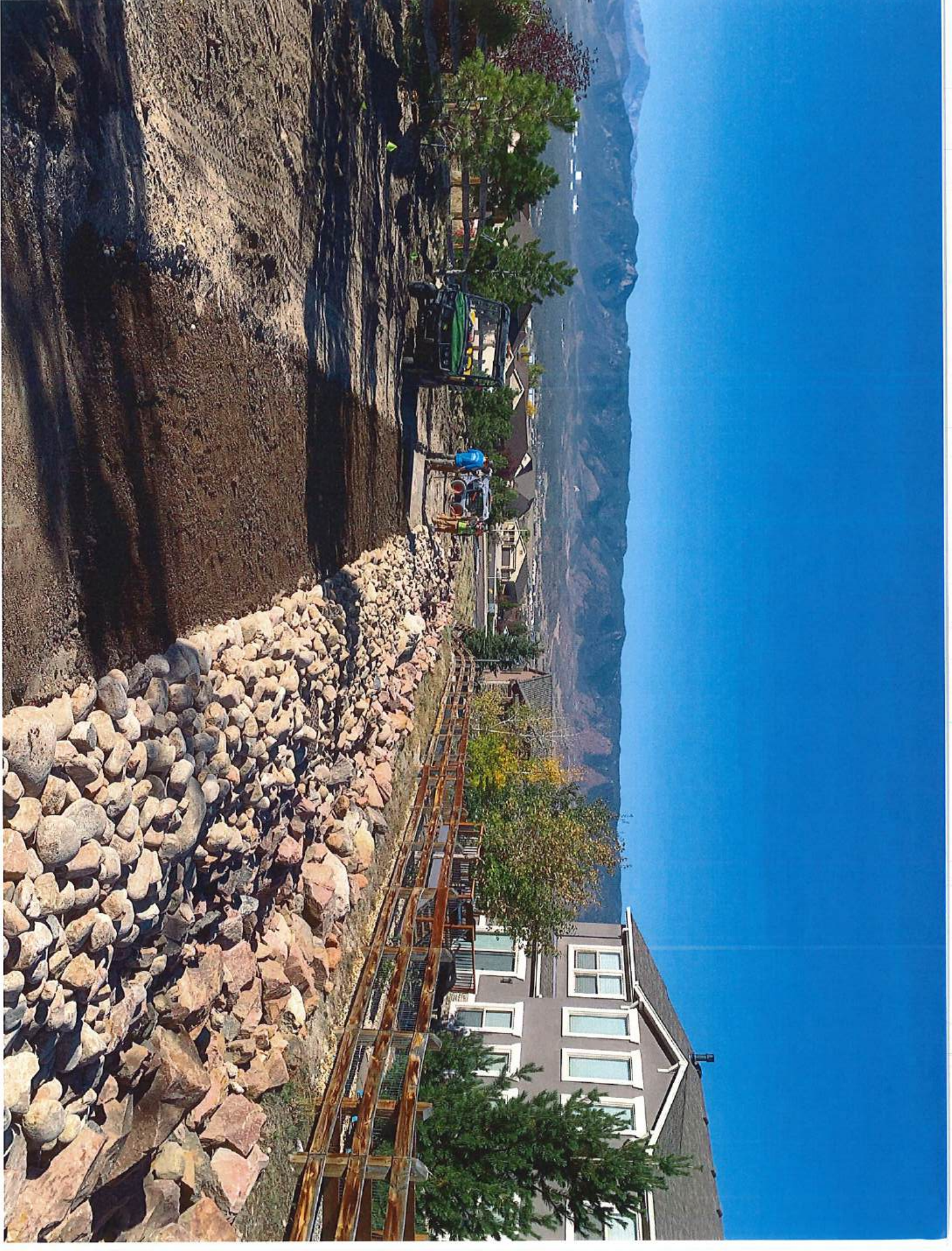
- Fall aeration completed, and overseeding problem areas.
- Weekly/Daily: Daily trash pick-up around the district and bi-weekly cleaning of trash cans and doggie pot stations
- Guy Pool, Tobias Dixson, Grant Larsen, and Jeremy Hendrickson attended the 2024 Western Snow and Ice conference September 27-29th. Received a winter maintenance supervisor certification, and Grant was enrolled in the operator training program. learned industry leading techniques and practices that we will implement this year within our district. We now have the education, skills, and the equipment to pretreat our major roadways with liquid brine.
- Guy Pool, Grant Larsen, Billy Gaisford, and Jemery Hendrickson completed and passed there CDL Class B
- Irrigation Winterization started 10-15-2024 with drain down of systems. We are looking forward to the completion of blow outs 10-31-2024.
- Final mow and fall clean up starting 10-21-24
- Ice-melt buckets placed at large mailbox kiosk by end of October.
- Detention pond cutback to cattails
- Detention pond maintenance
- Tree wrapping on all smooth bark trees 4" cal. And under
- Fleet maintenance, Finial run through all snow equipment.
- Snow stakes installed by the end of month.
- Fall street light audit complete, and contractors are busy repairing issues.
- Snow service planning additional roads and sidewalks. 1 day Employee snow operator training / rodeo. To be held at A-Yard.

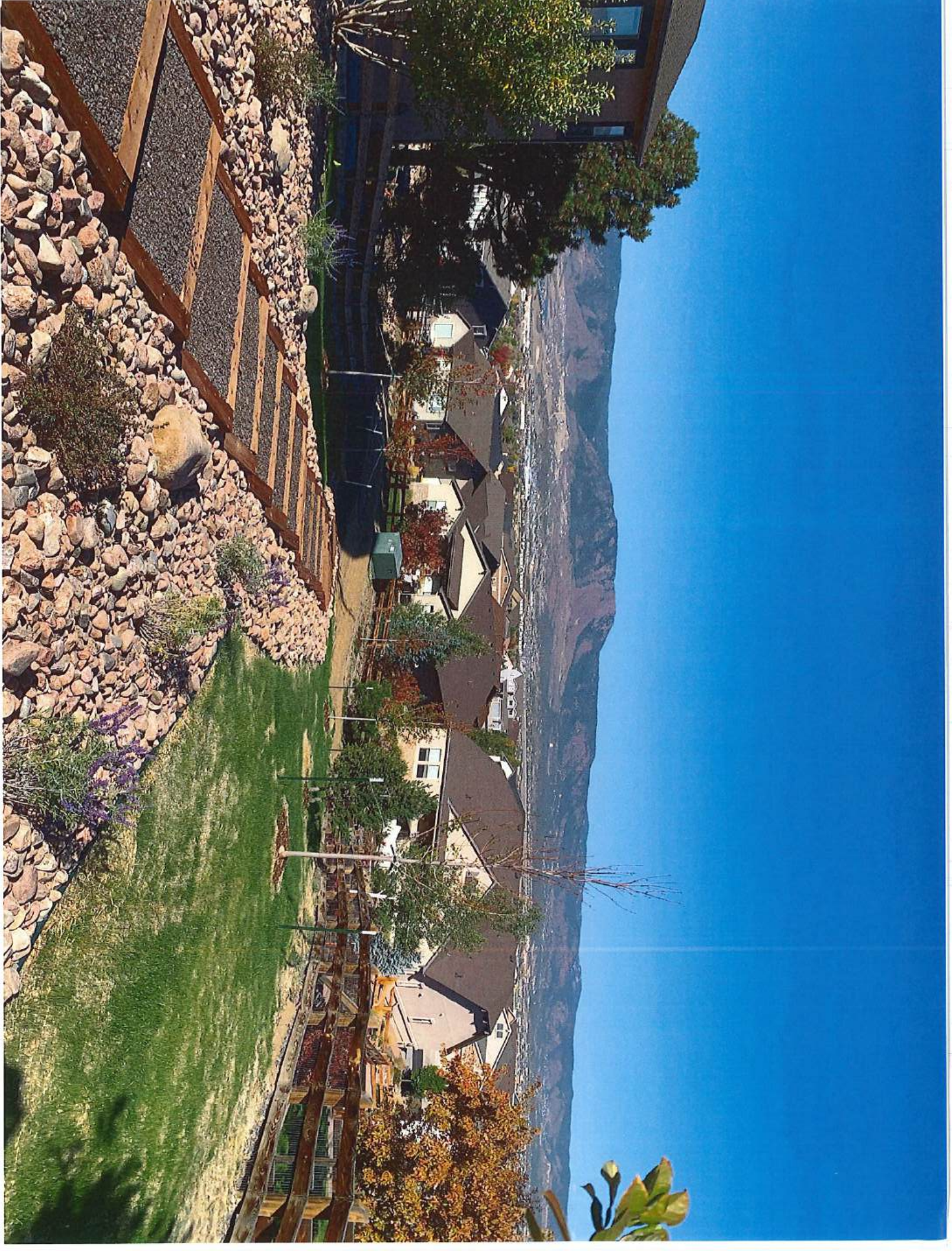


- order more holiday lighting for Jackson Creek Parkway. We are adding electric plugs at each island so that all islands on JCP will be bright for the holidays.
- District street sweeping mains
- Top dress and grade playground mulch all parks.
- Start district crack fill project. Will be preformed in house with public works staff.

Focus for November:

- Winter water new plant material
- Christmas lighting on Jackson Creek, Baptist landscape, Bowstring, Train Park, Lyons, and Sanctuary rim.
- Street Sweeping of district as needed
- Irrigation repairs and addressing coverage issues. Sage forest homes facing Sanctuary Park.
- Trails: Grade and top dress where needed.
- Completion for the St. Lawrence trail enhancement project. Shrub beds will be planted in the spring.
- A yard fall clean up and organizing for winter.
- Finish up Tree & Shrub fertilizer.
- Final clean up and service all mow equipment store for winter.
- Set up training for team (ALCC, Site One U, Pro-green, DBC two-wire class)
- Winter cutbacks on perennials, and woody shrubs
- Finish district crack fill.
- Set irrigation tap Kitchener and James Gate with water department.
- Fencing repairs
- Street signage repairs and replacements. Adding LED solar stop signs at the 4-way interaction of Bowstring and Harness.







Triview Metropolitan District Utility Report October 24th, 2024

- **Operations Updates:**

- We are working on removing the old operations trailer at B Plant in preparation for the new finished water storage tank
- Operations staff responded to a major water main break on Forest Lakes Drive on Wednesday October 2nd. Through an outstanding team effort, the operations staff managed the emergency with as little impact on the customers as possible.
- The Northern Delivery System Provided 79% of the water produced for the month of September.
- The ground water wells and treatment filters are being minimally operated on a rotating basis to ensure we are able to utilize them when necessary.

- **Well Level Tracking**

- The historical well level data available was compiled and summarized in the graphs below
- In general, the ground water wells show a decrease in dynamic or pumping level over the past decade.
- Most of the wells show a decrease in static or recharge level over the past decade.
- We will be closely tracking the recharge rate of the wells now that they are being minimally operated.



Triview Metropolitan District Monthly Water Report

September 2024

Water Production

NDS	37,807,628	Gallons	79%
Wells	9,785,000	Gallons	21%
Total Water Produced	47,592,628	Gallons	

Metered Non-Billable Water

Process Water	513,804	Gallons	
Change in Tank Level	289,743	Gallons	
Hydrant Flush and Misc	0	Gallons	
Total Water Non-Billable	803,547	Gallons	

Billable Water Distributed **46,789,081 Gallons**
(Includes Production Minus Metered non-billable)

Water Billed

Water billed to Customers	43,862,917	Gallons	
Metered but not Billed - Irrigation	0	Gallons	
Metered but not billed -	0	Gallons	
Actual Water Total	43,862,917	Gallons	

%Billed vs. Distributed **93.75%**

Sept. 2024 % Unbilled **6.25%**

Sept. 2023 % Unbilled **9.70%**

RESOLUTION 2024-11

RESOLUTION OF THE BOARD OF DIRECTORS OF TRIVIEW METROPOLITAN DISTRICT ESTABLISHING INCLUSION POLICIES AND FEES FOR THE TRIVIEW METROPOLITAN DISTRICT

WHEREAS, The Board of Directors for the Triview Metropolitan District, (the "District"), desire to establish inclusion policies for inclusion of land within the District; and,

WHEREAS, the policies set forth below represent the current existing inclusion policies of the District, negating any prior similar policies; and,

WHEREAS, pursuant to C.R.S. §32-1-1001(1)(h), (j) and (k), §32-1-1004(3) and §32-1-1006(1)(g) the Board of Directors has the authority on behalf of the District to fix and from time to time increase rates, charges and tap fees for services or facilities furnished by the District within and outside the District's boundaries; and,

WHEREAS, pursuant to C.R.S. §32-1-1001(m) and (n), the Board of Directors has the power to adopt, amend and enforce bylaws and rules and regulations for the District that are not in conflict with the constitution and laws of the State of Colorado, for the carrying on of the business of the District, and may exercise all rights and powers necessary or incident to or implied from its specific powers;

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

1. Any request for inclusion in the District shall be made by way of a Petition for Inclusion, (the "Petition"), in form and content as prescribed by the District. A sample Petition form and instructions are attached as **Exhibit A**. An editable format of the Petition may be obtained from the District's offices.

2. In order to be eligible for inclusion in the District the land proposed for inclusion must not be included within or served by another water, sanitation, or metropolitan district, must not be served by a municipality, and must be located such that it may feasibly become a part of the District and receive services therefrom, as determined by the Board of Directors in its sole discretion. The District, in the discretion of the Board of Directors, may elect to include property previously included within or served by another special district or municipality provided that the Board determines that the District's provision of services will not be duplicative or otherwise burdensome upon the residents of such special district or municipality and the District, and further provided that the special district or municipality in which such property is already included consents to inclusion within the District and provision of services thereby, subject to the terms and conditions of an intergovernmental agreement which must be entered into between the District and the other municipal entity or special district.

4. The Petition must include all of the following information and must meet the following requirements for it to be considered:

a. The Petition shall be signed and notarized by the owners of 100% of the property to be included within the District ("Petitioner"). If Petitioner(s) owns less than 100% of the property to be included, the procedures of C.R.S. §32-1-401, *et. seq.*, must be followed.

b. The Petition shall contain a verified statement of the Petitioner(s), that the proposed area is eligible for inclusion and that the fee owners assent to the inclusion of the property in the District.

c. No Petition shall be valid if any signature on the Petition is dated more than one hundred eighty (180) days prior to the date of filing the Petition with the District.

d. The Petition shall be accompanied by a legal description of the area proposed for inclusion and a map or plat of the territory showing, with reasonable certainty, the land to be included, the boundaries thereof, and its relationship to the existing boundaries of the District.

e. The Petition shall be accompanied by a certified statement of current ownership of all property proposed to be included, which certified statement is to be prepared by a licensed and bonded title company.

f. The Petition shall be accompanied by a certificate of the previous year's tax assessment as issued by the El Paso County Treasurer showing all mill levies and taxing authorities.

g. The Petition shall include a drawing of the plan for all roads and for the location of all mains, pipelines and other service lines, along with a graphic depiction of the proposed pressure zones, the allowed and conditional uses within each zone proposed for the property to be included and a calculation of estimated total water usage and wastewater output, at full build out, of the proposed area. Unless agreed to by the District's Manager, both the drawings and the calculations shall be completed and approved by a licensed engineer.

j. The Board of Directors may require such additional information and/or documentation as is necessary for them to make an informed decision as to the feasibility and/or desirability of included the proposed area in the Districts, and further may require that the Petition contain all terms and conditions to which the District and the Petitioner will agree for the inclusion of the property within the District and for the District's provision of services thereto.

5. The Petitioner shall be responsible for all of the District's attorney fees, engineering costs and staff time associated with the consideration and inclusion of the property into the District. To defray these costs, each Petition must be accompanied by a non-refundable payment of \$5,000.00 for inclusion into the District ("Inclusion Fee"). If the Board of Directors or the District Manager determines that this amount is insufficient to cover the District's anticipated fees and costs associated with consideration of the Petition for the inclusion of the property, the Petitioner shall be required to pay such additional Inclusion Fees before any further consideration of the Petition shall take place.

6. Once the Petition has been filed, the District Manager and consultants shall first review the Petition making sure the Petition is complete. If it is determined that the Petition is incomplete, the Petition may be returned to the Petitioner for additional information. If the Petition is deemed to be complete, the District Manager shall cause to be published notice in a paper of local circulation that the Board of Directors will hold a public hearing to hear the Petition for inclusion at a regular meeting of the Board of Directors. The notice shall state the place, time, and date of such meeting, the names and addresses of the Petitioners, and notice that all persons interested shall appear at such time and place and show cause in writing why the petition should not be granted. The Board may continue such hearing to a subsequent meeting.

7. Except for unique circumstances, as the Board of Directors may determine in their discretion, a property shall be included within the District.

8. At a properly noticed public hearing, the Board of Directors shall make a formal determination that the territory proposed for inclusion is eligible for inclusion pursuant to this Resolution and state statute and that the Petition is complete. The Board of Directors shall then submit the completed Petition to the District Manager, staff, engineer, and attorney, to finalize the inclusion of the Property into the District, and for completion of the judicial process necessary for the same.

9. After review and comment by all interested individuals, an Inclusion Agreement shall be entered into between the Petitioner and the Districts. The Inclusion Agreement may be negotiated by the District Manager and the District's consultants, the terms of which may be included within the Petition itself, and further may include the following provisions:

a. That the construction of all infrastructure, including but expressly not limited to roads, water and sewer mains, service lines and/or any other onsite and offsite infrastructure necessary for the District to provide services to the property, and to make the water and wastewater systems operational within the newly included property shall be at the sole cost and expense of the Petitioner(s).

b. All construction shall be to the District's engineering specifications and subject to the inspection and approval of the District's inspectors and engineers. No part of any system may be back-filled or otherwise covered up until the inspection and approval by the District's inspectors and/or engineers is complete. The cost of design, review, inspection and approval shall be borne solely by the Petitioner(s). Once installed, all mains, pipelines, other infrastructure and appurtenances, and all other systems shall be conveyed to the District, free and clear of any and all liens and/or encumbrances. Any such conveyance shall include a one-year warranty as to materials, workmanship and equipment, from both the Petitioner(s) and its general contractors, in favor of the District for all water and wastewater infrastructure, and a two-year warranty for the same as concerns all roads, sidewalks, curbs and gutters.

c. The Petitioner(s) shall be required, as a condition of inclusion, to transfer to the District any and all water and groundwater rights, including all surface water rights and Denver Basin groundwater rights, whether inchoate or adjudicated. The Petitioner(s) may likewise be required to obtain water rights to supplement the District's

water portfolio, and to cause the same to be adjudicated in the District's name, in the District's discretion. All water right(s) proposed to adjudicated in the District's name shall be of a quality, quantity and availability as approved by the District in its sole and subjective discretion. If such requirement is necessary, the inclusion shall not be deemed complete, and no service will be given, until such water court action is initiated. The District shall be a co-applicant for any such water court action and the Petitioner shall reimburse the District for all of its engineering and attorney costs and fees associated with such action. Petitioner shall obtain District's consent to the entry of any decree adjudicating such water rights and/or augmentation plan. The District, in the Board's sole and subjective discretion, may agree to accept payment of tap fees, water development fees and/or in-lieu-of water fees, in an amount to be determined by the District, in lieu of receiving a final adjudicated water rights decree, or in lieu of any water deficiencies remaining following completion of the adjudication described in this Paragraph 9.c.

d. All applicable tap fees at the District's standard rates in effect for the type of service requested shall be paid at the time of Building Permit.

e. The service of the area included shall be subject to the rules, regulations and resolutions promulgated by the District from time to time.

f. The Petitioner(s) shall provide all necessary easements, in size and location approved by the District, to provide access for construction, maintenance and repair of the mains, pipelines, other systems and appurtenances. All easements shall be in form and content approved by the District, shall formally convey the easements to the District and when feasible, shall be included in any plat or subdivision in the area included.

g. Additional conditions may be required by the District, or certain conditions described herein may be waived by the District, on a case-by-case basis.

10. All owners, developers, residents and users of District services within the property proposed to be included shall comply with the rules, regulations and resolutions of the District and any and all applicable federal, state, county and/or local laws, rules, statutes, codes and regulations.

11. No Petition for Inclusion will be approved by the Board if any of the following conditions exist:

a. Any toxic, radioactive, hazardous and/or dangerous substance, or industrial sewage or waste is proposed to be accepted for wastewater treatment.

b. Any sewage proposed for treatment, due to its nature, strength and/or volume would not be compatible with the District's treatment process or capacity, or that of facilities with which the District may contract.

c. The wastewater system(s) proposed for use by the included property would require the installation of a lift station or systems. Unless otherwise approved by the District, all wastewater systems must be gravity flow, with the design to be approved by the District and it's engineers.

d. The District shall not be required, nor will the District accept for treatment any substance that would be a violation of any federal, state, county or local law, statute, regulation, rule and/or resolution, including, but not limited to any environmental protection laws.

12. The District shall not be liable for any losses and/or damages resulting from the inability of the District to supply water or wastewater services, or other services provided by the District, due to governmental regulations, statutes, or orders, electrical or other power failures, temporary shut-downs for repairs, maintenance, constructions, alterations, acts of God or other occurrences beyond the direct control of the District, or resulting from lack of availability or capacity of treatment facilities or other District resources. The District may impose water service and wastewater discharge restrictions, as necessary, so long as it does so on an equitable or pro-rata basis to all similarity situated users with the District for the type of service being restricted.

13. This Resolution is approved, adopted, enacted and taken by the District, including as acting through its water activity enterprise.

14. This action is taken by the Board at its regular public meeting after all required public notices and postings of the meeting have been made, with a quorum of the Board in attendance and taking proper action thereon.

THEREFORE, the above policy and resolution regarding standards and requirements for inclusion of property into the District was adopted and established as rules and regulations of the District, and were enacted by the Board of Directors of the District on this ___ day of _____, 2024, to be effective immediately.

Mark Melville, District President

ATTEST:

James Barnhart, District Secretary

PETITION AND AGREEMENT FOR THE INCLUSION OF REAL
PROPERTY
INTO THE TRIVIEW METROPOLITAN DISTRICT
(_____ PROPERTY)

EXHIBIT A
Sample
Petition for
Inclusion

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

COMES NOW the undersigned Petitioner, _____, a
_____ ("Petitioner"), and hereby petitions the Triview Metropolitan District by and
through its Board of Directors, that the hereinafter described real property be included in
said Triview Metropolitan District for services to include provision of water supply and
distribution for domestic purposes, street construction and drainage systems, street lighting,
sanitary sewer and stormwater services, parks and recreational facilities, and maintenance
and management of streets and roadways, including traffic and safety controls, and any
other services commonly provided by Triview Metropolitan District (hereinafter, "Services")
and in support of the within Petition and Agreement for the Inclusion of Real Property states
and represents as follows:

1. That the Petitioner is the sole fee owner of the real property located in the
County of El Paso, State of Colorado, which is the subject of this Petition and is hereinafter
referred to as the "Property" consisting of some approximately _____ acres and
more particularly described on **Exhibit A** attached hereto. **Exhibit A** includes the legal
description for the Property and is recorded with the El Paso County Clerk and Recorder,
Instrument No. _____. The Property is _____ acres in size lying in the $\frac{1}{4}$ $\frac{1}{4}$
of Section __, Township __ South, Range __ West of the 6th P.M. The Property is a portion
of the Dellacroce Ranch identified as El Paso County Parcel number _____.

2. That the undersigned Petitioner has good, rightful, proper and lawful authority
to bring this Petition affecting the Property, and that this petition is consented to by the holder
of the first deed of trust, (INSERT NAME OF FINANCIAL INSTITUTION, IF ANY)

3. That by the execution of the within Petition and Agreement for Inclusion of the
Real Property the Petitioner assents to and formally requests the permanent inclusion of the
Property in said Triview Metropolitan District and hereby accepts and expressly agrees to
all rules, regulations, terms, conditions, provisions, obligations, assessments and liabilities
of whatsoever kind or nature as may be now in effect or hereinafter at any time imposed or
acted upon by Triview Metropolitan District (collectively, "District Rules") and affecting the
Property upon and by virtue of its inclusion in said District, so long as such District Rules are
uniformly applied across all properties within the District.

4. That by execution of this Petition and Agreement for Inclusion of the Real
Property the Petitioner agrees and understands that the Property shall be subject to the
taxes, mill levies, fees, rates, tolls and charges of the District, including the Inclusion Fee,
as may now be in effect or hereinafter imposed and that the Inclusion Fee is based upon
the type of land use and will be assessed at the time of building permit for any new
occupiable structures on the Property. The present rate of said Inclusion Fee is as set forth

in Resolution 2024-11 is \$5,000.00.

RECITALS

5. The Triview Metropolitan District ("District") is a special district formed and operating under the Colorado Special District Act, and provides the Services described above, including water and wastewater related services, within its boundaries in El Paso County, Colorado. See C.R.S. §32-1-101 to 32-1-1807.

6. The Petitioner requests that the Property be included within the service area and boundaries of the District and has submitted this Petition and Agreement for Inclusion of Real Property into the Triview Metropolitan District.

7. The Property is eligible for inclusion into the District pursuant to C.R.S. §32-1-401, *et. seq.*, and pursuant to the District's inclusion resolutions and guidelines. The District has initially approved this Petition for Inclusion, conditional upon the terms and conditions of this Inclusion and Service Agreement.

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

8. Water Rights. Petitioner owns or has the inchoate right to the use of the following water and water rights appurtenant to and underlying the Property and based on a 100-year allocation as concerns Denver Basin groundwater supplies ("Property's Water Rights"):

a. Approximately ___ annual acre feet of ground water from the nontributary Dawson aquifer, ___ annual acre feet of ground water from the nontributary Denver aquifer, ___ annual acre feet from the not-nontributary Arapahoe aquifer, and ___ annual acre feet from the nontributary Laramie-Fox Hills aquifer [AS ADJUDICATED IN CASE NO. _____, WATER DIVISION NO. ____]; and,

b. _____.

As partial consideration for inclusion of the Property into the District, and in partial satisfaction of applicable resolutions and policies requiring the provision of water, or fees in-lieu-of water, to allow the District to provide water service to the Property, Petitioner shall, upon formal inclusion of the Property into the District by order of the El Paso County District Court, convey to the District the above described Property's Water Rights via Special Warranty Deed, a copy of which is attached hereto as Exhibit __. Petitioner shall grant all necessary easements to the District for access to and the extraction of groundwater from the underlying aquifers, for construction, operation, and maintenance of wells to the same, and for construction, operation, and maintenance of water transmission lines from the wells to the District's facilities, in form acceptable to the District and upon request of the District. Petitioner warrants and represents that it is the fee title owner of the Property's Water Rights, or of the overlying land to which inchoate water

rights are statutorily allocated, with marketable title, and there will be no liens or encumbrances against the Property's Water Rights upon the conveyance. Petitioner further agrees to execute such overlying landowner consents as may be necessary for the District to utilize, change, or otherwise vest and make use of the water rights conveyed.

This Agreement is subject to and conditional upon the District's acceptance of such condition of title, in its sole discretion. The District shall not be obligated to conclude the inclusion of the Property by order of the El Paso County District Court until the District is satisfied with and accepts the condition of title to the Property's Water Rights. The District shall have sixty (60) days from execution of this Agreement (Diligence Deadline) to perform an inspection of the title to the Water Rights, including a review of the title abstract obtained by the District for the Property. If the District identifies an objection to the condition of title to the Property's Water Rights, it shall notify Petitioner in writing of the basis of such objections prior to the Diligence Deadline. Petitioner shall thereafter make diligent efforts to cure such title objections within 60 days and obtain the District's acceptance of title. If the District does not identify any objections prior to the Diligence Deadline or if the District's title objections are resolved to the District's satisfaction, the title contingency shall be satisfied. Upon expiration of the Diligence Deadline without objection by the District or upon cure of any title objections identified prior to the expiration of the diligence Deadline, the District shall apply to the El Paso County District Court for formal inclusion of the Property into the District.

9. Development of the Water Rights. The District and Petitioner acknowledge that some future water court action may be required to allow use of the Property's Water Rights by the District. Possible water court actions include, without limitation, (i) adjudicate water supplies from the Denver Basin aquifers underlying the property, (ii) adjudicate a new augmentation plan for the Denver Basin Aquifers, (iii) otherwise incorporate the Property's Water Rights for use throughout the District as part of the District's water portfolio. **[INCLUSION OF THE PROPERTY IS CONDITIONED UPON SUBMISSION OF AN APPLICATION TO ADJUDICATE THE PROPERTY'S WATER RIGHTS HAVING BEEN FILED WITH THE WATER COURT IN THE DISTRICT'S DISCRETION, AND AT THE PETITIONER'S EXPENSE – OPTIONAL]**. Following the execution of this Agreement and final inclusion of the Property into the District, the District may proceed with these or any other necessary Water Court actions, as so deemed in the District's sole discretion, and the Petitioner expressly consents to the same. The Petitioner shall reasonably cooperate with the District in the District's prosecution of any Water Court action. Except as otherwise provided herein, the District shall be responsible for all legal and engineering costs, fees and expenses, including all attorneys and expert witness fees, incurred in connection with any Water Court actions necessary for the use of the Property's Water Rights by the District. In consideration of the Property's Water Rights, the District agrees to provide quasi-municipal Services to the Property, upon conveyance of the Property's Water Rights to the District and upon inclusion of the Property within the District by order of the El Paso County District Court.

10. Water Improvements. The Petitioner shall construct and pay for any water delivery and distribution systems necessary to properly supply and distribute water from

the District's facilities to the Property ("Water Utility Improvements"), the sufficiency of which shall be determined by the District in its sole discretion. Petitioner shall obtain final design approval of the Water Utility Improvements by the District, in writing, that such improvements are in accordance with the District's design criteria and construction standards. The Water Utility Improvements shall be sufficient to service the Property, as determined in the District's discretion. Petitioner shall be solely responsible for ensuring that the infrastructure as designed, constructed and approved is adequate to properly service all of the Property in accordance with the District's design criteria, construction standards and construction oversight observations. The District shall bear no responsibility to the Petitioner for the adequacy of design or construction. The Water Utility Improvements shall include any offsite improvements necessary to adequately service the Property.

11. Wastewater Improvements. The Petitioner shall construct and pay for any wastewater collection lines and associated infrastructure as necessary to properly collect all the wastewater from the Property and connect to the District's wastewater collection and treatment system, together with necessary modifications, relocations and reconstruction of existing District infrastructure on or adjacent to the Property as required to accommodate any development planned for the Property and continue to provide the necessary function, performance and necessary access to the existing infrastructure for required operation, maintenance, repair and replacement, ("Wastewater Utility Improvements"), the sufficiency of which shall be determined by the District in its sole discretion. The Petitioner shall obtain final design approval of the Wastewater Utility Improvements by the District, in writing, that such improvements are in accordance with the District's design criteria and construction standards. The Wastewater Utility Improvements shall be sufficient to service the Property and as necessary to continue the capability of the existing wastewater infrastructure on or adjacent to the Property, in the District's discretion. The Petitioner shall be solely responsible for ensuring that all infrastructure as designed, constructed and approved is adequate to properly service all of the Property in accordance with the District's design criteria, construction standards and construction oversight observations. The District shall bear no responsibility to the Petitioner for the sufficiency of design or construction.

12. Plan Approval. Prior to construction of any Water Utility Improvements or Wastewater Utility Improvements, Petitioner shall submit detailed construction plans to the District for final design approval. Construction shall not begin until Petitioner has obtained the prior written approval by the District of such final design construction plans, which approval shall be in the District's sole discretion as to whether such plans comply with this Agreement, the District's design criteria and construction standards, and all other rules, regulations and policies of the District.

13. Water Tap and Water Development Fees. Petitioner shall pay to the District such tap fees, impact fees, renewable water fees, and water development fees for water services to the Property as applicable at the time Petitioner requests water service to the Property. The District requires, as part of the inclusion of the Property into the District and the entry of this Inclusion and Service Agreement, that the Petitioner convey satisfactory water rights to the Water District for the development uses of the Property or,

at the Water District's discretion, pay Water Development Fees, also known as fees in-lieu-of water, and other generally applicable fees. Such fees allow the District to acquire satisfactory water rights to meet the Property's demands or to compensate for the water demands of the Property, including the costs associated with the requirements to make such water available to service the District's service area. All such fees to be paid under this Agreement shall be pursuant to the rate structure in place at the time when the water services are requested to be made available to the Property. All such fees shall be determined by the District and shall be due and payable at the time that such water service is requested to be made available to the Property.

14. Wastewater Fees. The Wastewater Tap Fees for the Property shall be based upon the total Drainage Fixture Units ("DFU") as defined by the International Plumbing Code ("IPC"), the Edition adopted by the Pikes Peak Regional Building Department at the time wastewater service is requested and applicable fees paid for wastewater service to the Property. In the event there are wastewater generating features discharging to the Sanitation District's system which are not defined in the IPC, the District shall determine the DFU equivalency in its sole discretion based on the principles established in the IPC and the District's Sewer Use Regulations, policies and specifications. Wastewater Tap Fees to be paid under this Agreement shall be under the rate structure in place at the time when the sewer services are requested to be made available to the Property and shall be due and payable at the time that such wastewater service is requested to be made available to the Property.

15. Other Service Fees. The District also provides services related to roads, including maintenance and construction, regular road maintenance including snow removal, managing street overlay and routine maintenance, crack repair, placing lane markings and street signs, and street lighting and traffic control markers. The District further provides services related to parks and recreation. Petitioner will incur all costs for any services related to the District's construction of roads, necessary drainage, public trails and parks or recreational facilities, and expenses associated therewith, and will be responsible for all usual and customary fees associated therewith. Petitioner acknowledges the necessary costs associated with these continuing improvements going forward, including but not expressly limited to taxes, mill levies, fees, rates, tolls and charges of the District.

16. Reimbursement. As part of the District's requirements for petitioning the District for inclusion, and for the actual inclusion and services within said District, the Petitioner shall reimburse the District for its attorney's fees, engineering fees, District staff overtime, and publication costs incurred in connection with the inclusion process of the Property, together with all other costs incurred by the District that would not have been incurred if the Petition had not been submitted and the Property included in the District. This reimbursement shall include post-inclusion agreement inspection, design and construction plan review and approvals by the District for the utility infrastructure, and shall include reimbursement for legal and engineering fees and costs in preparing and entering into this Inclusion and Service Agreement. All such amounts shall constitute a charge relating to the Property. Any amount not timely paid shall constitute a lien upon the Property until paid, and may be enforced in the same matter as the statutory lien upon

the Property for charges and services due to the District under C.R.S. § 32-1-1001(j). All such fees are presumptively included in the Inclusion Fee described in Paragraph 4, above, unless the District advises that further reimbursement in excess of the Inclusion Fee will be required.

17. Main Lines. Petitioner shall be solely responsible for the construction, at its expense, of the connection to, and extension of, the District's existing water and wastewater main lines to and from the Property as necessary for delivery of utility service to the Property. Petitioner will also be solely responsible for the construction of roadways, walkways, necessary infrastructure including but not limited to road signs and traffic lights, lighting at night, and any public parks or recreational space(s) to be placed within the Property. In this manner, and as required herein, Petitioner is responsible for the construction and expense of all onsite and offsite infrastructure improvements for service to the Property.

18. Service Lines. The cost of the Petitioner's connection to the water and wastewater main lines and the cost of the service lines from the main lines to the improvements on the Property shall be at the sole expense and obligation of the Petitioner.

19. Easements. The Petitioner hereby grants and provides to the District, at no cost to the District, any and all necessary licenses, permits, easements and rights of way across the Property and over, under and across any area required outside the limits of the Property, including any necessary easements needed for well sites and transmission lines to and from any wells located on the Property, all in size and location as determined by, and acceptable to, the District. No specific licenses, permits, easements and rights of way are granted here. All grants and provisions shall be in accordance with the District's design criteria and specifications to provide for the construction, operation, maintenance, repair and replacement of the mains, pipelines and appurtenances for the water and wastewater lines serving the Property or any wells located on the Property, as well as for any roadways to be constructed, drainage systems, stormwater pipelines and structures, and for parks or recreational facilities and their related landscaping irrigation improvements, together with the right of ingress and egress thereto. The design criteria and specifications for the easements shall include that (1) the utility easements for main lines shall be exclusive easements to the extent reasonably possible and the licenses, permits, easements and rights of way granted herein shall be superior to any similar instruments recorded after this Agreement, (2) to the extent exclusive easements are not reasonably possible, then any other neighboring utilities (i.e., natural gas, telephone, cable, etc.) may be located within the utility easement but shall not be located on top of the District's utility infrastructure within the easements or so close thereto as to interfere with or impair the District's access to and maintenance of the utilities within the easements and only with prior written consent from the District that any interference has been adequately prevented or mitigated to the satisfaction of the District, and (3) to the extent the utility easements exist upon or adjacent to private, non-County, City or State maintained roads, Petitioner shall grant access and utility easements to the District that is within or adjacent to the Petitioner's private roads, all as required by the District. The Petitioner and its successors shall be solely responsible for maintaining such private

roads and access as necessary for the District's use and enjoyment of the easements granted, including but not limited to, proper road maintenance, snow removal and traffic control. To the extent that the District is unable to properly access and utilize the easements granted herein due to any failure of the Petitioner or its successors to comply with these obligations, the District shall not be responsible for any failure to provide utility service or to provide for the maintenance or repair of utility infrastructure as a result of the Petitioner's failure to fulfill its obligations. In such event, the Petitioner shall be solely liable and responsible for such limitations in provision of service, maintenance and repair. This obligation shall survive the completion of this inclusion process.

20. Cooperation. The Petitioner and the District agree to cooperate with one another in the performance of the post-inclusion obligations set forth in this Agreement, and the execution of any other documents necessary to fulfill the intent and purposes of this Agreement.

21. Compliance. If the Property is included in the District by final order of the El Paso County District Court, the Petitioner shall abide by all terms of this Inclusion and Service Agreement and comply with all applicable Federal, State, County and local statutes, laws, rules, regulations, policies and resolutions. Further, the Property will be subject to assessments and other charges of the District from the date of the inclusion, and Petitioner shall comply with all rules, regulations, and rate structures of the District, both existing and as may be enacted in the future. This Inclusion Agreement shall replace any previous inclusion Agreements for the Property and shall be the sole Inclusion Agreement for the Property.

22. Nature of Work. All work to be performed by the Petitioner under the terms of this Inclusion and Service Agreement shall be performed using quality materials and shall be performed in a workmanlike manner in compliance with the rules, regulations, specifications, policies and requirements of the District. Compliance with such specifications and requirements shall be determined in accordance with standard procedures of the District.

23. Water Quality. The Petitioner shall have the obligation to assure that the Water Utility Improvements constructed by the Petitioner are able to deliver water to the development meeting all applicable drinking water regulatory requirements. The District shall have the obligation to meet all applicable drinking water regulatory requirements to the point of delivery to the Water Utility Improvements.

24. Existing Water Supply and Wastewater Service. Petitioner shall only receive a water supply and wastewater service for the Property from the District. Accordingly, Petitioner shall disconnect any existing infrastructure providing a water supply and wastewater service to the Property. Excluding any wells operated by the District, Petitioner may not receive a water supply from any well to provide water to the Property for any uses without the District's express written consent. Petitioner shall properly seal and cap any existing wells located on the Property and provide evidence acceptable to the Water District as to conformance with the requirements of the Colorado Division of Water Resources as to abandonment and/or cessation of use of existing wells

on the Property, or shall transfer and convey an existing wells to the District for the District's use, should the District advise it wishes to utilize such existing wells, in the District's sole discretion. Any plat or other similar approval obtained by the Petitioner from applicable entities with authority over land use approvals shall reference and incorporate this Inclusion Agreement. The District's rules and regulations shall govern the approval of any service or main lines under this Agreement or in providing the Property with a water supply or wastewater services, including any water or wastewater quality and standards.

25. Acceptance of Work. The construction obligations of Petitioner shall not be complete until the District's inspection and written acceptance of the infrastructure as being in compliance with the District's specifications and plans accepted by the District for use in construction under this Agreement.

26. Contingencies. This Agreement is conditional upon obtaining the formal inclusion of the Property into the District by order of the El Paso County District Court.

27. Provision of Service. All water, wastewater, stormwater, street and drainage, traffic and safety, public streetlight, and park and recreational facility services for the Property shall be subject to the rules, regulations, policies and resolutions promulgated by the District from time to time. The District shall not provide any service if Petitioner or its successors are not in compliance with this Agreement.

28. Liability of the District. The District shall not be liable for any losses or damages resulting from the inability of the District to supply water, wastewater, stormwater, street and drainage, traffic and safety, public streetlight, or park and recreational facility services due to governmental regulations, statutes or orders, electrical or other power failures, temporary shut down due to repairs, maintenance, construction, alterations, acts of God, or other occurrences beyond the direct control of the District, or resulting from the lack of availability of capacity of the District's facilities. The District may impose restrictions on services as necessary, so long as it does so on an equitable or pro rata basis to all users within the District for the type of service being restricted.

29. Default/Remedies. A party shall be in default hereunder in the event it fails to perform its obligations as required hereunder, and if such noncompliance is not cured within 15 calendar days after written notice by the other party of the nature of the alleged noncompliance. In the event of default, the non-defaulting party shall have all remedies available under Colorado law, including that either party shall have the right to injunctive relief and specific performance in order to require the other party to perform its obligations under this Agreement.

30. Right to Cure. The District shall have the right, but not the obligation, to cure any default by the Petitioner under this Agreement and to recover from the Petitioner the District's costs and expenses in curing such default and in performing Petitioner's obligations.

31. Assignment. This Agreement may not be assigned by Petitioner without the

District's prior written consent, which consent will not be unreasonably withheld. If any portion of the Property is sold or transferred by Petitioner prior to the time for recording of the Court order for inclusion of the Property into the District, the Petitioner shall obtain the District's consent for the assignment of this Agreement with the Property. The Petitioner shall obtain and provide to the District the consent of the transferee, in recordable form, for the inclusion of that Property into the District. The transferee shall also agree and consent that the Property will be subject to assessments and charges of the District from the date of inclusion, including but not limited to tap fees, and that they shall comply with the rules, regulations and rate structures of the District, both existing and as may be enacted in the future. Any property not providing such consents shall not be allowed to connect into and receive service from the District's facilities.

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

33. Authority/Ownership. All parties to this Agreement represent and warrant that they have the full power and authority to enter into and perform this Agreement, to grant the licenses, permits, easements and rights of way granted herein, and to bind their respective principals. Petitioner represents that it is the owner and is in title to the Property and agrees to deliver good marketable title under its easements to the District, free and clear of liens and encumbrances or with all lienholders' consent. Petitioner shall provide appropriate entity resolutions authorizing the execution and performance of this Agreement, if needed. Petitioner warrants and represents that there are no liens upon the Property.

34. Severability. Unenforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision of this Agreement, so long as the primary purpose(s) of this Agreement remain effectuated by the remaining terms.

35. Attorney's Fees. In the event of any dispute between the parties concerning this Agreement or in the event of any action to enforce this Agreement or to collect damages on account of any breach of the obligations provided for herein, the prevailing party shall be entitled to recover from the other party, all costs and expenses, including reasonable attorney's fees, incurred in such litigation as well as all additional such costs and expenses incurred in enforcing and collecting any judgment rendered in such action.

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

37. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Proper venue for any action regarding this Agreement shall be in the District Court of El Paso County, Colorado.

38. No Third Party Beneficiary. This Agreement shall be for the sole benefit of the parties hereto, and no other party is entitled to have any rights or benefits by reason

of this Agreement as a third party beneficiary or otherwise.

39. Survival of Provision. The terms and provisions of this Agreement shall be deemed to survive the closing of this transaction and the El Paso County District Court Order for inclusion of the Property within the District.

40. Binding Effect/Covenant Upon Property. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of not only the parties hereto, but also their respective personal representatives, heirs, successors, and assigns. This Agreement benefits and burdens the Property and shall constitute a covenant running with the Property.

Triview Metropolitan District

Petitioner

By: _____
James McGrady, District Manager of
Triview Metropolitan District

By: _____

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

Subscribed and sworn to before me this _____ day of _____, 2024, by James McGrady as District Manager of Triview Metropolitan District.

My commission expires: _____

Witness my hand and seal.
(SEAL)

Notary Public

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

Subscribed and sworn to before me this _____ day of _____, 2024, by _____, as _____ of _____.

My commission expires: _____

Witness my hand and seal.
(SEAL)

Notary Public

Mr. Jim McGrady, District Manager
Triview Metropolitan District
16055 Old Forest Point, Suite 300
PO Box 849
Monument, CO 80132

October 15, 2024

Re: Underwriter Engagement Letter
General Obligation Bonds, Series 2025 (the "Securities")

Dear Mr. McGrady:

This letter confirms the agreement (the "Agreement") between Piper Sandler & Co. ("Piper Sandler" or "we" or "us") and Triview Metropolitan District (the "Issuer" or "you") as follows:

1. **Engagement.** The Issuer hereby engages Piper Sandler, represented by Nate Eckloff, to serve as an underwriter for the Securities. As currently contemplated, the transaction will be an underwriting of the Securities with gross proceeds of approximately \$12,000,000. Sale and delivery of the Securities by the Issuer will occur on the day of closing ("Closing Date").
2. **Scope of Services.** Piper Sandler agrees, as appropriate and directed by you, to provide the following services.
 - (a) Develop a financing plan for the Securities and assist you in determining the economic impact of the Securities;
 - (b) Provide advice concerning structure, timing, terms and other similar matters concerning the Securities, including recommendations as to maturities, interest rates, structure, security, timing, and amount of proceeds needed to implement your project;
 - (c) Review and make comments with respect to sale documents, as applicable, including the Authorizing Bond Resolution and other underlying documents relating to the Securities;
 - (d) Develop a sale schedule that incorporates all aspects of bringing Securities to market and arranging for a successful closing of the transaction;
 - (e) Assist in the preparation of the preliminary and final Official Statements to be issued by you relating to the Securities for final approval by you and your agents, including Bond Counsel;
 - (f) Assist in making presentations to rating agencies with respect to the Securities;
 - (g) Evaluate and make recommendations concerning the use of bond insurance and any other available credit enhancements;
 - (h) Distribute preliminary and final Official Statements and other documents to a broad list of institutions, banks, trusts, insurance companies, professional investment advisors, and other prospective investors in Securities;
 - (i) Develop a marketing plan for the offering, including identification of potential investors;
 - (j) Negotiate the pricing, including the interest rate, and other terms of Securities;
 - (k) Obtain CUSIP number(s) for Securities and arranging for their DTC book-entry eligibility as required;
 - (l) Provide a final schedule of debt service payments for Securities;
 - (m) Review and make comments with respect to closing documents prepared by Bond Counsel;

- (n) Plan and arrange for the closing and settlement of the issuance and the delivery of Securities;
3. **Fees and Expenses.** For our services, you agree to pay us an underwriting discount fee of \$7.95 (0.795%) of the par amount of the Securities payable at closing. In addition, underwriting expenses including underwriter's counsel, as well as closing costs including CUSIP, Ipreo, day loan and DTC will be payable separately from bond proceeds at closing. For avoidance of doubt, the fees and expenses shall not be payable in the event a closing of the securities does not occur.
 4. **Other Matters Relating to Our Engagement.** The parties agree that we are not making a final commitment to underwrite the Securities until certain events have occurred including among other things, satisfactory completion and execution of all final documentation for an offering including all terms and conditions and credit approval by Piper Sandler's internal credit approval process. This Agreement is therefore not a final commitment by us express or implied, to underwrite or purchase any Securities. With a public offering of the Securities, you and Piper Sandler will enter into a definitive Bond Purchase Agreement (BPA) which shall supersede the provisions of this agreement in any conflicting respects, except that the parties agree that the fee provisions set forth in Section 3 will continue to apply.

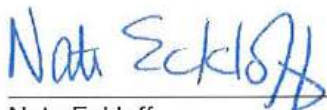
You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. As underwriter, Piper Sandler may provide advice concerning the structure, timing, terms, and other similar matters concerning the transaction. You acknowledge and agree that: (i) the primary role of Piper Sandler as an underwriter, is to sell the Securities to investors in an arms-length commercial transaction and that Piper Sandler has financial and other interests that differ from your interests (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated herein and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent deemed appropriate in connection with the transaction contemplated herein.

5. **Disclosure.** Attached to this letter are regulatory disclosures required by the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to be made by us at this time because of this engagement. We may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the Securities. If our understanding is incorrect, please notify the undersigned immediately.
6. **Termination.** You or we may terminate our engagement under this Agreement, with or without cause, upon ten days' written notice to the other party.
7. **Section Headings.** Section headings contained herein are for convenience of reference only and are not part of this Agreement.
8. **Amendment.** This Agreement may be amended only by a written instrument executed by each of the Parties. The terms of this Agreement may be waived only by a written instrument executed by the party waiving compliance.

9. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings relating to the subject matter of this agreement.
10. **No Assignment.** This Agreement has been made by the Issuer and Piper Sandler, and no other person shall acquire or have any right under or by virtue of this agreement.
11. **Governing Law.** This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this agreement or the negotiation, execution or performance of this agreement, will be governed by and construed in accordance with the laws of Colorado.
12. **Effectiveness.** This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.
13. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions.
14. **Counterparts.** This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.
15. **Notices.** Any notice required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, facsimile or overnight courier to the addresses set forth on the first page of this Agreement with a copy sent to the General Counsel of such Party.

Please confirm that the foregoing correctly and completely sets forth our understanding by signing and returning to us the enclosed duplicate of this engagement Agreement.

Sincerely,



Nate Eckloff
Managing Director
Piper Sandler & Co.
303 405-0844
nate.eckloff@psc.com

Acknowledgement and Approval of Engagement
and Receipt of Appendix A Disclosures

Mr. Jim McGrady, District Manager
Triview Metropolitan District

Date: _____

Appendix A – G-17 Disclosure

Thank you for engaging Piper Sandler & Co. (“Piper Sandler”) to serve as your underwriter. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).¹

Piper Sandler & Co. intends to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

Dealer-Specific Conflicts of Interest Disclosures

Piper Sandler has identified the following actual or potential² material conflicts of interest:

- We have entered into a separate agreement with Charles Schwab & Co., Inc. that enables Charles Schwab & Co., Inc. to distribute certain new issue municipal securities underwritten by or allocated to us which could include the Bonds. Under that agreement, we will share with Charles Schwab & Co., a portion of the fee or commission paid to us.

Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
 - Since we have not recommended a “complex municipal securities financing” to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Standard Disclosures

- Disclosures Concerning the Underwriters’ Role:
 - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer’s interest in this transaction.
 - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The

- Disclosures Concerning the Underwriters' Compensation:
 - o The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Appendix B – Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds (“Fixed Rate Bonds”), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds. “General obligation (GO) bonds” are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on “unlimited tax” GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas “limited tax” GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

The description above regarding “Security” is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as “negative arbitrage”.

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the

bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

TABLE OF CONTENTS

Triview Metropolitan District
\$12MM 30-Year Issue

Report	Page
Sources and Uses of Funds	1
Bond Pricing	2
Bond Debt Service	3
Bond Summary Statistics	5

SOURCES AND USES OF FUNDS

Triview Metropolitan District
\$12MM 30-Year Issue

Dated Date 08/01/2025
Delivery Date 08/01/2025

Sources:

Bond Proceeds:	
Par Amount	12,000,000.00
Original Issue Discount	(68,275.50)
Premium	710,807.60
	<hr/>
	12,642,532.10

Uses:

Delivery Date Expenses:	
Cost of Issuance	-
Underwriter's Discount	<hr/>
	-
Other Uses of Funds:	
Contingency	12,642,532.10
	<hr/>
	12,642,532.10

BOND PRICING

Triview Metropolitan District
\$12MM 30-Year Issue

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Bonds:									
	12/01/2026	15,000	5.000%	2.840%	102.802	-	-	-	420.30
	12/01/2027	205,000	5.000%	2.840%	104.839	-	-	-	9,919.95
	12/01/2028	215,000	5.000%	2.890%	106.655	-	-	-	14,308.25
	12/01/2029	225,000	5.000%	2.940%	108.320	-	-	-	18,720.00
	12/01/2030	240,000	5.000%	3.020%	109.682	-	-	-	23,236.80
	12/01/2031	250,000	5.000%	3.120%	110.724	-	-	-	26,810.00
	12/01/2032	265,000	5.000%	3.220%	111.540	-	-	-	30,581.00
	12/01/2033	275,000	5.000%	3.290%	112.370	-	-	-	34,017.50
	12/01/2034	290,000	5.000%	3.380%	112.870	-	-	-	37,323.00
		1,980,000							195,336.80
Term Bond 1:									
	12/01/2035	305,000	5.000%	3.650%	110.592 C	4.020%	12/01/2034	100.000	32,305.60
	12/01/2036	320,000	5.000%	3.650%	110.592 C	4.020%	12/01/2034	100.000	33,894.40
	12/01/2037	335,000	5.000%	3.650%	110.592 C	4.020%	12/01/2034	100.000	35,483.20
	12/01/2038	350,000	5.000%	3.650%	110.592 C	4.020%	12/01/2034	100.000	37,072.00
	12/01/2039	370,000	5.000%	3.650%	110.592 C	4.020%	12/01/2034	100.000	39,190.40
		1,680,000							177,945.60
Term Bond 2:									
	12/01/2040	390,000	5.000%	3.990%	107.800 C	4.396%	12/01/2034	100.000	30,420.00
	12/01/2041	410,000	5.000%	3.990%	107.800 C	4.396%	12/01/2034	100.000	31,980.00
	12/01/2042	430,000	5.000%	3.990%	107.800 C	4.396%	12/01/2034	100.000	33,540.00
	12/01/2043	450,000	5.000%	3.990%	107.800 C	4.396%	12/01/2034	100.000	35,100.00
	12/01/2044	470,000	5.000%	3.990%	107.800 C	4.396%	12/01/2034	100.000	36,660.00
		2,150,000							167,700.00
Term Bond 3:									
	12/01/2045	495,000	5.000%	4.190%	106.198 C	4.575%	12/01/2034	100.000	30,680.10
	12/01/2046	520,000	5.000%	4.190%	106.198 C	4.575%	12/01/2034	100.000	32,229.60
	12/01/2047	545,000	5.000%	4.190%	106.198 C	4.575%	12/01/2034	100.000	33,779.10
	12/01/2048	575,000	5.000%	4.190%	106.198 C	4.575%	12/01/2034	100.000	35,638.50
	12/01/2049	605,000	5.000%	4.190%	106.198 C	4.575%	12/01/2034	100.000	37,497.90
		2,740,000							169,825.20
Term Bond 4:									
	12/01/2050	635,000	4.250%	4.370%	98.021	-	-	-	(12,566.65)
	12/01/2051	660,000	4.250%	4.370%	98.021	-	-	-	(13,061.40)
	12/01/2052	690,000	4.250%	4.370%	98.021	-	-	-	(13,655.10)
	12/01/2053	715,000	4.250%	4.370%	98.021	-	-	-	(14,149.85)
	12/01/2054	750,000	4.250%	4.370%	98.021	-	-	-	(14,842.50)
		3,450,000							(68,275.50)
		12,000,000							642,532.10

Dated Date	08/01/2025	
Delivery Date	08/01/2025	
First Coupon	06/01/2026	
Par Amount	12,000,000.00	
Premium	642,532.10	
Production	12,642,532.10	105.354434%
Underwriter's Discount	-	-
Purchase Price	12,642,532.10	105.354434%
Accrued Interest	-	-
Net Proceeds	12,642,532.10	

BOND DEBT SERVICE

Triview Metropolitan District
\$12MM 30-Year Issue

Dated Date 08/01/2025
Delivery Date 08/01/2025

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2026	-	-	478,437.50	478,437.50	-
12/01/2026	15,000	5.000%	287,062.50	302,062.50	780,500.00
06/01/2027	-	-	286,687.50	286,687.50	-
12/01/2027	205,000	5.000%	286,687.50	491,687.50	778,375.00
06/01/2028	-	-	281,562.50	281,562.50	-
12/01/2028	215,000	5.000%	281,562.50	496,562.50	778,125.00
06/01/2029	-	-	276,187.50	276,187.50	-
12/01/2029	225,000	5.000%	276,187.50	501,187.50	777,375.00
06/01/2030	-	-	270,562.50	270,562.50	-
12/01/2030	240,000	5.000%	270,562.50	510,562.50	781,125.00
06/01/2031	-	-	264,562.50	264,562.50	-
12/01/2031	250,000	5.000%	264,562.50	514,562.50	779,125.00
06/01/2032	-	-	258,312.50	258,312.50	-
12/01/2032	265,000	5.000%	258,312.50	523,312.50	781,625.00
06/01/2033	-	-	251,687.50	251,687.50	-
12/01/2033	275,000	5.000%	251,687.50	526,687.50	778,375.00
06/01/2034	-	-	244,812.50	244,812.50	-
12/01/2034	290,000	5.000%	244,812.50	534,812.50	779,625.00
06/01/2035	-	-	237,562.50	237,562.50	-
12/01/2035	305,000	5.000%	237,562.50	542,562.50	780,125.00
06/01/2036	-	-	229,937.50	229,937.50	-
12/01/2036	320,000	5.000%	229,937.50	549,937.50	779,875.00
06/01/2037	-	-	221,937.50	221,937.50	-
12/01/2037	335,000	5.000%	221,937.50	556,937.50	778,875.00
06/01/2038	-	-	213,562.50	213,562.50	-
12/01/2038	350,000	5.000%	213,562.50	563,562.50	777,125.00
06/01/2039	-	-	204,812.50	204,812.50	-
12/01/2039	370,000	5.000%	204,812.50	574,812.50	779,625.00
06/01/2040	-	-	195,562.50	195,562.50	-
12/01/2040	390,000	5.000%	195,562.50	585,562.50	781,125.00
06/01/2041	-	-	185,812.50	185,812.50	-
12/01/2041	410,000	5.000%	185,812.50	595,812.50	781,625.00
06/01/2042	-	-	175,562.50	175,562.50	-
12/01/2042	430,000	5.000%	175,562.50	605,562.50	781,125.00
06/01/2043	-	-	164,812.50	164,812.50	-
12/01/2043	450,000	5.000%	164,812.50	614,812.50	779,625.00
06/01/2044	-	-	153,562.50	153,562.50	-
12/01/2044	470,000	5.000%	153,562.50	623,562.50	777,125.00
06/01/2045	-	-	141,812.50	141,812.50	-
12/01/2045	495,000	5.000%	141,812.50	636,812.50	778,625.00
06/01/2046	-	-	129,437.50	129,437.50	-
12/01/2046	520,000	5.000%	129,437.50	649,437.50	778,875.00
06/01/2047	-	-	116,437.50	116,437.50	-
12/01/2047	545,000	5.000%	116,437.50	661,437.50	777,875.00
06/01/2048	-	-	102,812.50	102,812.50	-
12/01/2048	575,000	5.000%	102,812.50	677,812.50	780,625.00
06/01/2049	-	-	88,437.50	88,437.50	-
12/01/2049	605,000	5.000%	88,437.50	693,437.50	781,875.00
06/01/2050	-	-	73,312.50	73,312.50	-
12/01/2050	635,000	4.250%	73,312.50	708,312.50	781,625.00
06/01/2051	-	-	59,818.75	59,818.75	-
12/01/2051	660,000	4.250%	59,818.75	719,818.75	779,637.50
06/01/2052	-	-	45,793.75	45,793.75	-
12/01/2052	690,000	4.250%	45,793.75	735,793.75	781,587.50
06/01/2053	-	-	31,131.25	31,131.25	-
12/01/2053	715,000	4.250%	31,131.25	746,131.25	777,262.50
06/01/2054	-	-	15,937.50	15,937.50	-
12/01/2054	750,000	4.250%	15,937.50	765,937.50	781,875.00
	12,000,000		10,610,362.50	22,610,362.50	22,610,362.50

BOND DEBT SERVICE

Triview Metropolitan District
\$12MM 30-Year Issue

Dated Date 08/01/2025
Delivery Date 08/01/2025

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2026	15,000	5.000%	765,500.00	780,500.00
12/01/2027	205,000	5.000%	573,375.00	778,375.00
12/01/2028	215,000	5.000%	563,125.00	778,125.00
12/01/2029	225,000	5.000%	552,375.00	777,375.00
12/01/2030	240,000	5.000%	541,125.00	781,125.00
12/01/2031	250,000	5.000%	529,125.00	779,125.00
12/01/2032	265,000	5.000%	516,625.00	781,625.00
12/01/2033	275,000	5.000%	503,375.00	778,375.00
12/01/2034	290,000	5.000%	489,625.00	779,625.00
12/01/2035	305,000	5.000%	475,125.00	780,125.00
12/01/2036	320,000	5.000%	459,875.00	779,875.00
12/01/2037	335,000	5.000%	443,875.00	778,875.00
12/01/2038	350,000	5.000%	427,125.00	777,125.00
12/01/2039	370,000	5.000%	409,625.00	779,625.00
12/01/2040	390,000	5.000%	391,125.00	781,125.00
12/01/2041	410,000	5.000%	371,625.00	781,625.00
12/01/2042	430,000	5.000%	351,125.00	781,125.00
12/01/2043	450,000	5.000%	329,625.00	779,625.00
12/01/2044	470,000	5.000%	307,125.00	777,125.00
12/01/2045	495,000	5.000%	283,625.00	778,625.00
12/01/2046	520,000	5.000%	258,875.00	778,875.00
12/01/2047	545,000	5.000%	232,875.00	777,875.00
12/01/2048	575,000	5.000%	205,625.00	780,625.00
12/01/2049	605,000	5.000%	176,875.00	781,875.00
12/01/2050	635,000	4.250%	146,625.00	781,625.00
12/01/2051	660,000	4.250%	119,637.50	779,637.50
12/01/2052	690,000	4.250%	91,587.50	781,587.50
12/01/2053	715,000	4.250%	62,262.50	777,262.50
12/01/2054	750,000	4.250%	31,875.00	781,875.00
	12,000,000		10,610,362.50	22,610,362.50

BOND SUMMARY STATISTICS

Triview Metropolitan District
\$12MM 30-Year Issue

Dated Date	08/01/2025
Delivery Date	08/01/2025
Last Maturity	12/01/2054
Arbitrage Yield	4.089213%
True Interest Cost (TIC)	4.278613%
Net Interest Cost (NIC)	4.402849%
All-In TIC	4.278613%
Average Coupon	4.686659%
Average Life (years)	18.866
Weighted Average Maturity (years)	18.570
Duration of Issue (years)	12.283
Par Amount	12,000,000.00
Bond Proceeds	12,642,532.10
Total Interest	10,610,362.50
Net Interest	9,967,830.40
Total Debt Service	22,610,362.50
Maximum Annual Debt Service	781,875.00
Average Annual Debt Service	770,807.81
Underwriter's Fees (per \$1000)	
Average Takedown	-
Other Fee	-
Total Underwriter's Discount	-
Bid Price	105.354434

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bonds	1,980,000.00	109.865	5.000%	6.058	1,140.75
Term Bond 1	1,680,000.00	110.592	5.000%	12.429	1,411.20
Term Bond 2	2,150,000.00	107.800	5.000%	17.426	1,720.00
Term Bond 3	2,740,000.00	106.198	5.000%	22.434	2,192.00
Term Bond 4	3,450,000.00	98.021	4.250%	27.416	5,589.00
	12,000,000.00			18.866	12,052.95

	TIC	All-In TIC	Arbitrage Yield
Par Value	12,000,000.00	12,000,000.00	12,000,000.00
+ Accrued Interest	-	-	-
+ Premium (Discount)	642,532.10	642,532.10	642,532.10
- Underwriter's Discount	-	-	-
- Cost of Issuance Expense	-	-	-
- Other Amounts	-	-	-
Target Value	12,642,532.10	12,642,532.10	12,642,532.10
Target Date	08/01/2025	08/01/2025	08/01/2025
Yield	4.278613%	4.278613%	4.089213%

Disclaimer:

Piper Sandler is providing the information contained herein for discussion purposes only in anticipation of being engaged to serve as underwriter or placement agent on a future transaction and not as a financial advisor or municipal advisor. In providing the information contained herein, Piper Sandler is not recommending an action to you and the information provided herein is not intended to be and should not be construed as a "recommendation" or "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. Piper Sandler is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act or under any state law to you with respect to the information and material contained in this communication. As an underwriter or placement agent, Piper Sandler's primary role is to purchase or arrange for the placement of securities with a view to distribution in an arm's-length commercial transaction, is acting for its own interests and has financial and other interests that differ from your interests. You should discuss any information and material contained in this communication with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.

The information contained herein may include hypothetical interest rates or interest rate savings for a potential refunding. Interest rates used herein take into consideration conditions in today's market and other factual information such as credit rating, geographic location and market sector. Interest rates described herein should not be viewed as rates that Piper Sandler expects to achieve for you should we be selected to act as your underwriter or placement agent. Information about interest rates and terms for SLGs is based on current publicly available information and treasury or agency rates for open-market escrows are based on current market interest rates for these types of credits and should not be seen as costs or rates that Piper Sandler could achieve for you should we be selected to act as your underwriter or placement agent. More particularized information and analysis may be provided after you have engaged Piper Sandler as an underwriter or placement agent or under certain other exceptions as describe in the Section 15B of the Exchange Act.

Piper Sandler Companies (NYSE: PIPR) is a leading investment bank and institutional securities firm driven to help clients Realize the Power of Partnership®. Securities brokerage and investment banking services are offered in the U.S. through Piper Sandler & Co., member SIPC and FINRA; in Europe through Piper Sandler Ltd., authorized and regulated by the U.K. Financial Conduct Authority; and in Hong Kong through Piper Sandler Hong Kong Ltd., authorized and regulated by the Securities and Futures Commission. Asset management products and services are offered through separate investment advisory affiliates.

© 2024 Piper Sandler Companies. 800 Nicollet Mall, Minneapolis, Minnesota 55402-7036



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

**DISBURSEMENTS OVER \$5,000
October 24, 2024**

Paid Invoices Over \$5,000 For 2024

- 1. Donala Water & Sanitation District \$55,695.59**
Enterprise Fund –Wastewater Operations -Wastewater-System-Wastewater –
TF/Donala/IGA

- 2. Monson, Cummins & Shoet, LLC \$23,840.25**
Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shoet

- 3. Brownstein Hyatt Farber Schreck, LLP \$20,600.04**
Capital Project –Enterprise – Water Improvements -AVIC-Chaffee County Buena Vista
Land Use (2 invoices)

- 4. Brownstein Hyatt Farber Schreck, LLP \$73,547.90**
Capital Project – Enterprise – Water Improvements -Bale Ditch Water Rights
(2 invoices)

- 5. White Bear Ankele Tanaka & Waldron \$20,738.32**
General Fund – Professional Services – Legal Fees

- 6. Kiewit Infrastructure Co. \$55,506.30**
Capital Project –Enterprise – Water Improvements – Northern Delivery System

- 7. LRE Water** **\$29,457.06**
Capital Project –Enterprise – Water Improvements – Pueblo Reservoir –
Excess Capacity Leasing & Permitting
- 8. Summit Water Engineers, Inc.** **\$39,610.00**
Capital Project –Enterprise – Water Improvements – Bale Ditch Augmentation
- 9. Summit Water Engineers, Inc.** **\$29,415.00**
Capital Project –Enterprise – Water Improvements – Excelsior Exchange Case
- 10. RESPEC Company LLC** **\$6,885.00**
General/Enterprise Funds – Professional Services – Professional Services -
Engineering - District Mapping
- 11. RESPEC Company LLC** **\$54,411.25**
Capital Project –Enterprise – Water Improvements – Tank Design (2 invoices)
- 12. RESPEC Company LLC** **\$18,537.50**
General/Enterprise Funds – Professional Services – Professional Services -
Engineering (2 invoices)
- 13. RESPEC Company LLC** **\$17,176.21**
Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater
Design & Permitting – Northern Delivery System
- 14. Advanced Pump & Equipment Inc.** **\$7,718.29**
Enterprise Fund – Water System – Operating Supplies
- 15. Advanced Pump & Equipment Inc.** **\$8,369.92**
Enterprise Fund – Water System – Instrumentation
- 16. Arkansas Groundwater & Reservoir Association** **\$10,000.00**
Enterprise Fund – Water System – Water/Accounting Engineering

- | | |
|---|---------------------|
| 17. Colorado Springs Utilities | \$314,234.40 |
| Enterprise Fund – Water System – Operation & Maintenance - Convey, Treat, & Deliver (CTD) | |
| 18. Excelsior Irrigating Company | \$72,414.00 |
| Enterprise Fund – Water System – Water & Ditch Assessments | |
| 19. Groninger Concrete | \$17,760.00 |
| General Fund – Street Operations & Maintenance – Operations & Maintenance | |
| 20. Fountain Mutual Irrigation Company | \$63,240.00 |
| Capital Project –Enterprise – Water Improvements – Fountain Mutual Irrigation Company Chage Case (2 invoices- Storage Agreement & Carriage Agreement) | |
| 21. West Fork Construction | \$10,424.02 |
| Capital Project – General – Park & Street Improvements – Road Improvement Program | |
| 22. Badger Meter | \$9,242.09 |
| Enterprise Fund – Water System – Repair and Maintenance | |
| 23. Chaffee County | \$9,072.00 |
| Capital Project –Enterprise – Water Improvements -AVIC-Chaffee County Buena Vista Land Use (2 invoices) | |
| 24. Global Underground | \$479,771.85 |
| Capital Project - General – Park & Street Improvements – Higby Road Design & Construction | |
| 25. Haynie & Company | \$27,500.00 |
| General/Enterprise Funds – Administrative – Audit Fees | |
| 26. Hydro Resources | \$143,250.00 |
| Capital Project –Enterprise – Wells – Replace VFD for Wells D-1 & A-1 | |

- 27. Hydro Resources** \$34,770.00
Capital Project –Enterprise – Wells – A4 Pump, motor & transfuser
- 28. Key & Lauer** \$28,000.00
Capital Project –General – Vehicles & Equipment – Land & Design for Office Building
- 29. Kimley Horn** \$20,448.99
Capital Project - General – Park & Street Improvements – Higby Road Design & Construction (2 invoices)
- 30. Timber Line Electric & Control** \$12,016.69
Capital Project –Enterprise – Water Improvements – Northern Delivery System

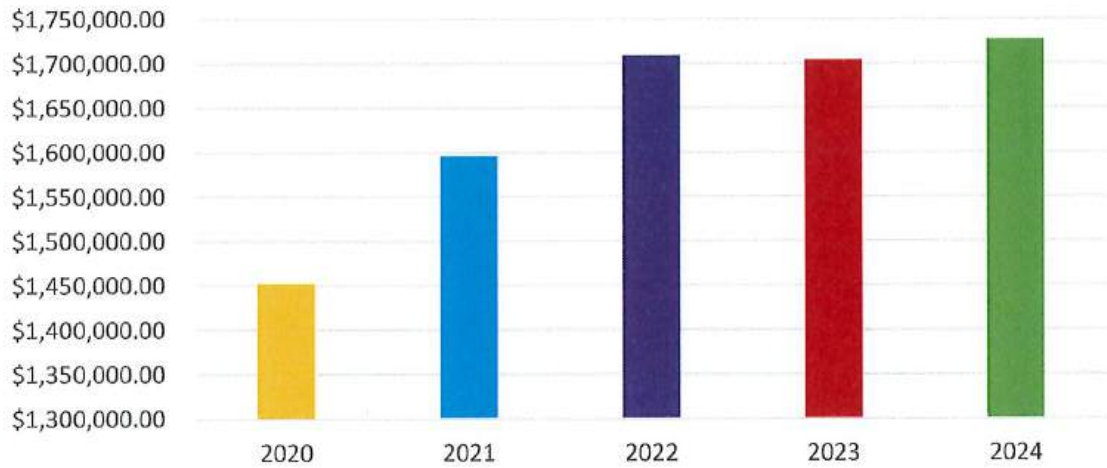
Total Over \$5,000.00 = \$1,713,652.67



TRIVIEW METROPOLITAN DISTRICT
Financial Statements
September 2024
Unaudited

TOWN OF MONUMENT
Sales Tax Share
Year to Date – August 2024
with 2020, 2021, 2022 and 2023

Town of Monument
Sales Tax Revenue
August - YTD
2020 thru 2024



CASH POSITION
September 30, 2024

TRIVIEW METROPOLITAN DISTRICT

Cash Position - 2024

Balance	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
General/Enterprise Funds Cash Accounts													
General Fund - Checking Account													
	187,541	208,636	298,194	115,145	101,045	84,453	654,197	425,728	131,035	171,951	0	0	0
KeyBank #1567													
Enterprise Fund - Checking Account													
	297,329	193,149	100,570	100,570	10,431	22,956	2,956	2,956	2,956	2,956	0	0	0
KeyBank #1575													
General Fund - Sanctuary Park Checking Account													
	0	0	0	0	0	0	0	57	3,757	5,294	0	0	0
Vectra Bank #7357													
General/Enterprise Operating Account													
	0	37,299	61,404	87,449	276,361	43,691	3,485	165,051	154,039	137,139	0	0	0
Vectra Bank #0022													
General/Enterprise Funds Cash Accounts													
	484,870	439,084	460,168	303,164	387,837	151,100	660,638	593,792	291,787	317,340	0	0	0
General/Enterprise Fund Investment Accounts													
General/Enterprise Sweep Account													
	0	455,549	529,844	316,110	185,761	555,442	485,243	1,287,488	1,655,130	2,166,231	0	0	0
Vectra Bank #0550													
General Fund Investment Account - Sales Tax Revenue													
	3,807,623	4,081,348	4,393,399	5,655,805	3,431,156	1,039,435	3,787,653	4,962,595	5,052,338	4,898,345	0	0	0
ColoTrust #8002				(1,700,000)									
Enterprise Fund Reserve Account													
	4,083,261	3,100,396	3,113,975	1,625,484	1,532,628	3,992,049	938,044	942,361	946,685	950,782	0	0	0
ColoTrust #8001													
Enterprise Fund - Money Market													
	12,613	12,622	12,631	12,640	12,649	12,658	12,667	12,667	12,685	12,693	0	0	0
KeyBank #7892													
Tap Fee Escrow Account													
	848	852	855	860	863	867	871	875	879	883	0	0	0
ColoTrust #8003													
Escrow Account-Renewable Water Fees													
	1,912,240	1,921,259	1,929,674	1,938,604	1,947,247	1,956,178	1,964,866	1,973,908	1,982,965	1,991,545	0	0	0
ColoTrust #8004 - GL #500-100-102.06													
Escrow Account-Sewer and Water Impact Fees													
	773,628	777,277	780,681	784,294	787,791	791,404	794,919	798,577	802,241	805,712	0	0	0
ColoTrust #8006													
General/Enterprise Fund Investment Accounts													
	10,590,213	10,349,303	10,761,059	8,633,797	7,898,095	8,348,033	7,984,263	9,978,471	10,452,923	10,826,191	0	0	0
Capital Projects Fund Accounts													
Capital Projects Fund Checking Account													
	1,283,195	31,535	241,050	789,384	589,278	39,173	13,946	13,808	13,670	3,443	0	0	0
KeyBank #2516													
Capital Projects Fund Checking Account													
	0	0	0	0	0	0	0	79,895	0	14,931	0	0	0
Vectra Bank #0030													
Capital Projects Fund Sweep Account													
	0	652,632	811,920	0	270,884	613,123	1,507,875	1,193,780	1,899,847	575,312	0	0	0
Vectra Bank #0568													
Capital Projects Fund-MI-PB Escrow													
	226,002	226,002	226,002	226,002	226,002	226,002	0	0	0	0	0	0	0
KeyBank #3676													
Capital Projects Fund-General-Highly Escrow													
	1,598,171	1,575,011	1,573,596	1,571,021	1,571,021	1,571,021	1,564,643	1,564,643	1,432,255	932,054	0	0	0
KeyBank #9922													
Capital Projects Fund Cash Accounts													
	3,107,368	2,485,180	2,851,568	2,586,407	2,657,185	2,449,319	3,086,464	2,852,126	3,345,772	1,525,720	0	0	0
2016 Bond Funds - Restricted													
Series 2016 Bond Fund													
	6,064	6,092	1,701,130	1,707,265	1,714,803	831,516	835,155	838,155	842,477	846,168	0	0	0
BOK Financial													
Transfer in Process													
	1,682,288	1,687,401	1	980	1,700,984	1,702,433	1,709,880	1,717,696	1,724,870	1,732,428	0	0	0
Series 2016 Revenue Fund - (Property Tax)													
BOK Financial													
Bond Funds - Totals - Restricted													
	1,688,352	1,693,493	1,701,131	3,408,245	3,415,787	2,533,949	2,545,035	2,555,851	2,567,347	2,578,596	0	0	0
Total Cash - All Funds													
	15,870,803	14,967,060	15,773,926	14,931,613	14,358,904	13,482,401	14,276,400	15,980,240	16,657,829	15,247,847	0	0	0
Month to Month Change													
	(903,743)	806,866	(842,313)	(572,709)	(876,503)	793,999	1,703,840	677,589	(1,409,982)	0	0	0	0

Restricted Accounts

Note 1: Bond Interest payments made in May.

FUND BALANCE SUMMARY

September 30, 2024

TRIVIEW METROPOLITAN DISTRICT

September 30, 2024

Fund Summary

GENERAL FUND

	Public Works/ Streets	Parks and Open Space	Debt Service	Total
Total Revenue	\$ 2,795,323	\$ 1,607,913	\$ 2,854,444	\$ 7,257,680
Total Expenditures	1,396,730	1,130,231	938,594	3,465,555
Net Excess (Deficiency)	\$ 1,398,593	\$ 477,682	\$ 1,915,850	\$ 3,792,125
			Less: Transfer to Capital Projects Fund	\$ 2,287,898
			Transfer to Enterprise Fund	\$ 600,000
			Net Excess (Deficiency) - 2024	\$ 904,227
			Beginning Fund Balance - January 1, 2024 -unrestricted -	\$ 6,272,864
			Less: Debt Service - Restricted	\$ 1,915,850
			Ending Fund Balance - September 30, 2024 - unrestricted	\$ 5,261,241

WATER AND WASTEWATER ENTERPRISE FUND

	Water Operations	Wastewater Operations	Debt Service	Total
Total Revenue	\$ 3,488,050	\$ 2,060,329	\$ 847,897	\$ 6,396,276
Transfer from General Fund	-	-	600,000	600,000
Total Expenditures	1,951,353	1,487,660	886,572	4,325,584
Net Excess (Deficiency)	\$ 1,536,697	\$ 572,669	\$ 561,325	\$ 2,670,691
			Less: Transfer to Capital Projects Fund	\$ 2,416,545
			Net Excess (Deficiency) - 2024	\$ 254,146
			Beginning Fund Balance - January 1, 2024	\$ 5,515,030
			Ending Fund Balance - September 30, 2024 - unrestricted	\$ 5,769,176

CAPITAL PROJECTS - GENERAL FUND

	Total
Total Revenue	\$ -
Plus: Transfer from General Fund	2,287,898
Highby Road Escrow	643,198
Total Expenditures	(2,931,096)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2024	\$ -
Ending Fund Balance - September 30, 2024 - unrestricted	\$ -

CAPITAL PROJECTS - ENTERPRISE FUND

	Total
Total Revenue	\$ 4,456,767
Plus:	
Transfer from Enterprise Fund	2,416,545
MI-PB Escrow	245,760
CWCB Loan Proceeds	718,028
Total Expenditures	(7,837,100)
Net Excess (Deficiency)	\$ -
Beginning Fund Balance - January 1, 2024- unrestricted	\$ -
Ending Fund Balance - September 30, 2024 - unrestricted	\$ -

GENERAL FUND
Cost Allocation
September 30, 2024

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS
For the Nine Months Ending September 30, 2024
Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
Sales Tax/IGA/Town - Estimated	\$ 1,650,000	\$ 1,271,866	\$ (378,134)	77%
Property Tax - Operations	511,633	513,659	2,026	100%
Property Tax/IGA/Town	284,240	-	(284,240)	0%
Specific Ownership Tax	198,000	162,573	(35,427)	82%
Auto Tax/IGA/Town - Estimated	165,000	107,763	(57,237)	65%
Interest	66,000	130,544	64,544	198%
Drainage Impact Fees	68,750	108,625	39,875	158%
Road and Bridge Fees	54,100	195,118	141,018	361%
Forest Lakes- Streets/ Parks Maintenance Revenue	60,000	56,955	(3,045)	95%
Use Tax - Construction Material	132,000	208,735	76,735	158%
Use Tax - Town	5,280	11,554	6,274	219%
Miscellaneous - (includes Safety Grant)	13,200	27,932	14,732	212%
Total Revenue	\$ 3,208,203	\$ 2,795,323	\$ (412,880)	87%
EXPENDITURES				
<u>Legislative</u>				
Directors' Fees	\$ 6,930	\$ 2,970	\$ 3,960	43%
FICA and Unemployment	554	234	320	42%
Workers Compensation Insurance	20	31	(11)	157%
Total Legislative	\$ 7,504	\$ 3,235	\$ 4,269	43%
<u>General and Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 133,196	\$ 106,322	\$ 26,874	80%
Unemployment Insurance	396	838	(442)	212%
Workers' Compensation Insurance	330	754	(424)	228%
Health and Dental Insurance	17,391	13,359	4,032	77%
Employer's FICA	8,258	6,042	2,216	73%
Employer's Medicare	1,931	1,412	519	73%
Retirement	6,660	2,414	4,246	36%
Life and Disability Insurance	1,264	1,263	1	100%
Total Salaries and Benefits	\$ 169,426	\$ 132,403	\$ 37,023	78%
<u>Professional Services</u>				
Professional Services-Engineering	\$ 33,000	\$ 46,243	\$ (13,243)	140%
Professional Services-Public Relations	16,500	16,647	(147)	101%
Legal Fees/Monson, Cummins & Shoheit	4,950	7,486	(2,536)	151%
Legal Fees	49,500	50,864	(1,364)	103%
Total Professional Services	\$ 103,950	\$ 121,241	\$ (17,291)	117%
<u>General Administration</u>				
Accounting Services	\$ 40,920	\$ 39,457	\$ 1,463	96%
Audit Fees	10,560	18,150	(7,590)	172%
Conference, Class and Education	21,450	16,860	4,590	79%
Dues, Publications and Subscriptions	5,940	9,511	(3,571)	160%
Election	-	-	-	0%
IT Support	24,882	26,120	(1,238)	105%
Office Equipment and Supplies	6,600	4,717	1,883	71%

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

For the Nine Months Ending September 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
Publication - Legal Notice	660	-	660	0%
Repairs and Maintenance	1,320	1,076	244	82%
Telephone Service	23,100	12,622	10,478	55%
Travel and Meeting Expense	3,300	3,829	(529)	116%
Office Overhead (COA, utilities, rent, etc.)	31,680	22,336	9,344	71%
General Insurance	34,320	40,508	(6,188)	118%
Tax Collection Expense - Operations	7,674	7,710	(36)	100%
Vehicle Expense	1,980	7,131	(5,151)	360%
Stormwater Detention Pond Assessment	-	-	-	0%
Contingency/Emergency Reserves/Miscellaneous	16,500	6,830	9,670	41%
Total General Administration	<u>\$ 230,886</u>	<u>\$ 216,857</u>	<u>\$ 14,029</u>	<u>94%</u>
Total General Administrative, Legislative and Professional Services	<u>\$ 511,766</u>	<u>\$ 473,737</u>	<u>\$ 38,029</u>	<u>93%</u>
 Operations				
<u>Salaries and Benefits- Streets and Parks</u>				
Salaries/Wages	\$ 561,430	\$ 439,426	\$ 122,004	78%
Salaries/Wages - Seasonal	16,500	24,673	(8,173)	150%
Overtime/On-call	17,358	26,067	(8,709)	150%
Unemployment Insurance	1,122	773	349	69%
Workers' Compensation Insurance	9,900	13,577	(3,677)	137%
Health and Dental Insurance	134,451	106,554	27,897	79%
Employer's FICA	36,911	30,525	6,386	83%
Employer's Medicare	8,633	7,139	1,494	83%
Retirement	29,766	20,814	8,952	70%
Life and Disability Insurance	6,224	5,339	885	86%
Total Salaries and Benefits - Streets and Parks	<u>\$ 822,294</u>	<u>\$ 674,888</u>	<u>\$ 147,407</u>	<u>82%</u>
 Streets Operations and Maintenance				
Operations and Maintenance - (includes Crack Seal)	\$ 60,000	\$ 55,754	\$ 4,246	93%
Vehicle Maintenance/Plowing and Snow Removal	30,000	24,783	5,217	83%
Customer Sidewalk Repair	20,000	-	20,000	0%
District Sidewalk Repair/ADA Ramps	35,000	10,840	24,160	31%
Streets- Engineering	2,500	-	2,500	0%
Snow Removal Per Diem/Emergency	5,000	-	5,000	0%
Engineering - TOM	5,000	750	4,250	15%
Fuel	25,000	14,155	10,845	57%
Contract Street Sweeping	25,000	11,975	13,025	48%
Sand and Salt for Roads	52,000	13,969	38,031	27%
Supplies	4,000	-	4,000	0%
Total Streets	<u>\$ 263,500</u>	<u>\$ 132,226</u>	<u>\$ 131,274</u>	<u>50%</u>
Total Streets O & M	<u>\$ 1,085,794</u>	<u>\$ 807,114</u>	<u>\$ 278,681</u>	<u>74%</u>
 Lighting				
MVE Operation and Maintenance	\$ 13,200	\$ 8,298	\$ 4,902	63%
Repair and Maintenance	1,980	504	1,476	25%
Total Lighting	<u>\$ 15,180</u>	<u>\$ 8,802</u>	<u>\$ 6,378</u>	<u>58%</u>

TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
PUBLIC WORKS/STREETS
For the Nine Months Ending September 30, 2024
Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
<u>Signage</u>				
Repairs and Maintenance	\$ 9,900	\$ 473	\$ 9,427	5%
Total Signage	<u>\$ 9,900</u>	<u>\$ 473</u>	<u>\$ 9,427</u>	<u>5%</u>
<u>Traffic Control</u>				
Operation and Maintenance	\$ 65,000	\$ 57,323	\$ 7,677	88%
Operation and Maintenance- Signal Repair	10,000	-	10,000	0%
Repairs and Maintenance - Striping	30,000	-	30,000	0%
Total Traffic Control	<u>\$ 105,000</u>	<u>\$ 57,323</u>	<u>\$ 47,677</u>	<u>55%</u>
<u>Drainage/Erosion Control</u>				
Repairs and Maintenance (includes Concrete work)	\$ -	\$ -	\$ -	0%
Stormwater Pond Maintenance Repair	20,000	49,282	(29,282)	246%
Stormwater Inlet Maintenance	-	-	-	0%
Total Drainage/Erosion Control	<u>\$ 20,000</u>	<u>\$ 49,282</u>	<u>\$ (29,282)</u>	<u>246%</u>
Total Expenditures - Public Works/Streets	<u>\$ 1,747,640</u>	<u>\$ 1,396,730</u>	<u>\$ 350,911</u>	<u>80%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 1,460,562</u>	<u>\$ 1,398,593</u>	<u>\$ (61,969)</u>	

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Nine Months Ending September 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE - Parks and Open Space				
Sales Tax/IGA/Town - Estimated	\$ 850,000	\$ 655,203	\$ (194,797)	77%
Property Tax - Operations	263,568	264,612	1,044	100%
Property Tax/IGA/Town	146,427	-	(146,427)	0%
Specific Ownership Tax	102,000	83,749	(18,251)	82%
Park, Rec and Landscape Fees	168,650	263,094	94,444	156%
Forest Lakes- Streets/ Parks Maintenance Revenue	60,000	56,955	(3,045)	95%
Auto Tax/IGA/Town - Estimated	85,000	55,514	(29,486)	65%
Interest	34,000	67,250	33,250	198%
Use Tax - Construction Material	68,000	107,530	39,530	158%
Use Tax- Town	2,720	5,952	3,232	219%
Conservation Trust Fund	40,000	28,349	(11,651)	71%
Programing Fees - Sanctuary Park	10,000	5,315	(4,685)	53%
Miscellaneous - (includes Safety Grant)	6,800	14,389	7,589	212%
Total Revenue	\$ 1,837,165	\$ 1,607,913	\$ (229,252)	88%
EXPENDITURES				
<u>Legislative</u>				
Directors' Fees	\$ 3,570	\$ 1,530	\$ 2,040	43%
FICA and Unemployment	286	121	165	42%
Workers Compensation Insurance	10	16	(6)	157%
Total Legislative	\$ 3,866	\$ 1,667	\$ 2,199	43%
<u>General and Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 68,616	\$ 54,772	\$ 13,844	80%
Unemployment Insurance	204	432	(228)	212%
Workers' Compensation Insurance	170	388	(218)	228%
Health and Dental Insurance	8,959	6,882	2,077	77%
Employer's FICA	4,254	3,112	1,142	73%
Employer's Medicare	995	727	268	73%
Retirement	3,431	1,244	2,187	36%
Life and Disability Insurance	651	650	1	100%
Total Salaries and Benefits	\$ 87,280	\$ 68,208	\$ 19,072	78%
<u>Professional Services</u>				
Professional Services-Engineering	\$ 17,000	\$ 23,822	\$ (6,822)	140%
Professional Services-Public Relations	8,500	8,576	(76)	101%
Legal Fees/Monson, Cummins & Shohet	2,550	3,857	(1,307)	151%
Legal Fees	25,500	26,203	(703)	103%
Total Professional Services	\$ 53,550	\$ 62,457	\$ (8,907)	117%
<u>General Administration</u>				
Accounting Services	\$ 21,080	\$ 20,327	\$ 753	96%
Audit Fees	5,440	9,350	(3,910)	172%
Conference, Class and Education	11,050	8,685	2,365	79%
Dues, Publications and Subscriptions	3,060	4,899	(1,839)	160%
Election	-	-	-	0%
IT Support	12,818	13,456	(638)	105%
Office Equipment and Supplies	3,400	2,430	970	71%
Publication - Legal Notice	340	-	340	0%
Repairs and Maintenance	680	554	126	82%
Telephone Service	11,900	6,502	5,398	55%
Travel and Meeting Expense	1,700	1,973	(273)	116%
Office Overhead (COA, utilities, rent, etc.)	16,320	11,506	4,814	71%
General Insurance	17,680	20,868	(3,188)	118%
Tax Collection Expense - Operations	3,954	3,973	(19)	100%
Vehicle Expense	1,020	3,674	(2,654)	360%
Stormwater Detention Pond Assessment	-	-	-	0%
Contingency/Emergency Reserves/Miscellaneous	8,500	3,519	4,981	41%
Total General Administration	\$ 118,942	\$ 111,715	\$ 7,227	94%

TRIVIEW METROPOLITAN DISTRICT

GENERAL FUND

PARKS AND OPEN SPACE

For the Nine Months Ending September 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
Total Parks - Administrative, Professional Services, etc.	\$ 263,637	\$ 244,046	\$ 19,592	93%
<u>Operations</u>				
<u>Salaries and Benefits- Streets and Parks</u>				
Salaries/Wages	\$ 289,221	\$ 226,370	\$ 62,851	78%
Salaries/Wages - Seasonal	8,500	12,710	(4,210)	150%
Overtime/On-call	8,942	13,429	(4,487)	150%
Unemployment Insurance	578	398	180	69%
Workers' Compensation Insurance	5,100	6,994	(1,894)	137%
Health and Dental Insurance	69,263	54,892	14,371	79%
Employer's FICA	19,015	15,725	3,290	83%
Employer's Medicare	4,447	3,678	769	83%
Retirement	15,334	10,723	4,611	70%
Life and Disability Insurance	3,206	2,750	456	86%
Total Salaries and Benefits - Parks	\$ 423,606	\$ 347,669	\$ 75,937	82%
<u>Parks and Open Space O & M</u>				
Repair of Facilities	\$ 6,000	\$ 244	\$ 5,756	4%
Annual Flower and Shrub replacement Program	10,000	2,552	7,448	26%
Holiday Lights	2,500	-	2,500	0%
Lawn Fertilizer, Tree Fertilizer and Weed Control Program	65,000	64,640	360	99%
Park Irrigation Water Payments	240,000	291,057	(51,057)	121%
Repair and Maintenance	100,000	109,354	(9,354)	109%
Supplies/Trees Replacement	5,000	6,390	(1,390)	128%
Tools	2,500	3,810	(1,310)	152%
Equipment and Projects	15,000	324	14,676	2%
Clothing and Safety Equipment	18,000	10,856	7,144	60%
Vehicle Expense- Fuel	40,000	16,074	23,926	40%
Sanctuary Park	-	88	(88)	0%
Back Flow Inspection	4,500	-	4,500	0%
ET 3 Year Subscription	-	-	-	0%
Total Parks and Open Space O & M	\$ 508,500	\$ 505,389	\$ 3,111	99%
Total Parks O & M	\$ 932,106	\$ 853,058	\$ 79,048	92%
<u>Lighting</u>				
MVE Operation and Maintenance	\$ 6,800	\$ 4,275	\$ 2,525	63%
Repair and Maintenance	1,020	259	761	25%
Total Lighting	\$ 7,820	\$ 4,534	\$ 3,286	58%
<u>Signage</u>				
Repairs and Maintenance	\$ 5,100	\$ 243	\$ 4,857	5%
Total Signage	\$ 5,100	\$ 243	\$ 4,857	5%
Total Conservation Trust Fund Projects	\$ 40,000	\$ 28,349	\$ 11,651	71%
Total Expenditures - Parks and Open Space	\$ 1,248,663	\$ 1,130,231	\$ 118,433	91%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 588,502	\$ 477,682	\$ (110,820)	

**TRIVIEW METROPOLITAN DISTRICT
GENERAL FUND
DEBT SERVICE**

For the Nine Months Ending September 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
Property Tax	\$ 2,756,271	\$ 2,767,186	\$ 10,915	100%
Interest - GO Bond	35,000	87,258	52,258	249%
Total Revenue	\$ 2,791,271	\$ 2,854,444	\$ 63,173	102%
EXPENDITURES				
<u>Administrative</u>				
Tax Collection Expense	\$ 41,344	\$ 41,540	\$ (196)	100%
Total Administrative	\$ 41,344	\$ 41,540	\$ (196)	100%
<u>Debt Service</u>				
Bond Interest Payment	\$ 1,781,163	\$ 890,581	\$ 890,582	50%
Bond Principal Payment	845,000	-	845,000	0%
Paying Agent Fees	8,000	6,473	1,527	81%
Total Debt Service	\$ 2,634,163	\$ 897,054	\$ 1,737,109	34%
Total Expenditures	\$ 2,675,507	\$ 938,594	\$ 1,736,913	35%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 115,764	\$ 1,915,850	\$ 1,800,086	

ENTERPRISE FUND
Cost Allocation
September 30, 2024

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

Water Operations

For the Nine Months Ending September 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
Water Revenue	\$ 2,420,000	\$ 2,251,503	\$ (168,497)	93%
Base Rate/Capital Improvement Fee	1,100,000	910,688	(189,312)	83%
Contract Sewer and Water Service - Forest Lakes	121,000	114,806	(6,195)	95%
Lot Inspection Fees	25,000	8,750	(16,250)	35%
Water Meter Kits	30,000	60,349	30,349	201%
Administrative Fee	158,400	105,860	(52,540)	67%
Miscellaneous	30,000	31,413	1,413	105%
Bulk Water Revenue	20,000	4,682	(15,318)	23%
Total Revenue	\$ 3,904,400	\$ 3,488,050	\$ (416,350)	89%
EXPENDITURES				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 575,503	\$ 459,228	\$ 116,275	80%
Overtime/On-call	19,713	20,258	(545)	103%
Unemployment Insurance	1,000	550	450	55%
Workers' Compensation Insurance	6,000	7,564	(1,564)	126%
Health and Dental Insurance	100,177	79,655	20,522	80%
Employer's FICA	36,905	29,672	7,233	80%
Employer's Medicare	8,633	6,940	1,693	80%
Retirement	29,760	16,680	13,080	56%
Life and Disability Insurance	6,368	4,341	2,027	68%
Total Salaries and Benefits	\$ 784,057	\$ 624,888	\$ 159,171	80%
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 37,760	\$ (7,760)	126%
Professional Services-Public Relations	20,000	12,612	7,389	63%
Professional Services/Amcobi/National Meter	60,000	50,366	9,635	84%
Development Services/Monson, Cummins & Shoheit	85,000	96,041	(11,041)	113%
Total Professional Services	\$ 195,000	\$ 196,777	\$ (1,777)	101%
<u>Administrative</u>				
Accounting Services	31,000	29,892	1,108	96%
Audit Fees	8,000	-	8,000	0%
Conference, Class and Education	5,750	5,446	304	95%
Dues, Publications and Subscriptions	4,500	3,826	674	85%
Election Expense	-	-	-	0%
IT Support	25,850	18,891	6,959	73%
Office Equipment and Supplies	1,000	1,595	(595)	159%
Postage	750	406	344	54%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	8,500	7,038	1,463	83%
Travel and Meeting Expense	1,000	210	790	21%
Office Overhead (COA, utilities, rent, etc.)	7,000	4,776	2,225	68%
Clothing Uniform Rental and Safety Equipment	5,000	3,709	1,291	74%
General Insurance	30,000	29,876	124	100%
Vehicle Expense	35,000	18,383	16,617	53%
Bank Charges	500	2,540	(2,040)	508%
Miscellaneous	1,000	-	1,000	0%
Total General Administration	\$ 164,950	\$ 126,587	\$ 38,364	77%
Total General Administrative	\$ 1,144,007	\$ 948,252	\$ 195,757	83%

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

Water Operations

For the Nine Months Ending September 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
<u>Water System</u>				
Water Testing	\$ 50,000	\$ 34,961	\$ 15,039	70%
Water/Accounting-Engineering	20,000	-	20,000	0%
Waste Disposal	10,000	-	10,000	0%
Sludge Disposal	40,000	-	40,000	0%
Gas Utilities	11,000	7,568	3,432	69%
Electric Utilities	350,000	298,502	51,498	85%
SCADA Support/Meter Calibration	33,000	12,561	20,439	38%
Repairs and Maintenance	250,000	190,602	59,398	76%
Storage Tank Maintenance	5,000	-	5,000	0%
Operating Supplies	30,000	24,677	5,323	82%
Bulk Chemical Supplies (Starting HMO Treatment)	70,000	36,584	33,416	52%
Lab Chemicals and Supplies	20,000	25,886	(5,886)	129%
Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit)	25,000	-	25,000	0%
Water and Ditch Assessments	156,000	108,774	47,226	70%
Water Lease (300 af)	255,000	122,700	132,300	48%
Tools	4,000	-	4,000	0%
Leased Pueblo Reservoir Lease & Outlet	70,735	70,508	227	100%
Equipment Meter Supplies/Meter Kits	20,000	69,778	(49,778)	349%
Lower Fountain Creek	12,200	-	12,200	0%
Total Water System	<u>\$ 1,431,935</u>	<u>\$ 1,003,101</u>	<u>\$ 428,834</u>	<u>70%</u>
Total Expenditures	<u>\$ 2,575,942</u>	<u>\$ 1,951,353</u>	<u>\$ 624,591</u>	<u>76%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 1,328,458</u>	<u>\$ 1,536,697</u>	<u>\$ 208,239</u>	

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND
Wastewater Operations
For the Nine Months Ending September 30, 2024
Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
Sewer Revenue	\$ 2,496,230	\$ 1,914,111	\$ (582,119)	77%
Contract Sewer and Water Service - Forest Lakes	121,000	114,806	(6,195)	95%
Miscellaneous	30,000	31,413	1,413	105%
Total Revenue	\$ 2,647,230	\$ 2,060,329	\$ (586,901)	78%
EXPENDITURES				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 575,503	\$ 459,228	\$ 116,275	80%
Overtime/On-call	19,713	20,258	(545)	103%
Unemployment Insurance	1,000	550	450	55%
Workers' Compensation Insurance	6,000	7,564	(1,564)	126%
Health and Dental Insurance	100,177	79,655	20,522	80%
Employer's FICA	36,905	29,672	7,233	80%
Employer's Medicare	8,633	6,940	1,693	80%
Retirement	29,760	16,680	13,080	56%
Life and Disability Insurance	6,368	4,341	2,027	68%
Total Salaries and Benefits	\$ 784,057	\$ 624,888	\$ 159,171	80%
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ 37,760	\$ (7,760)	126%
Professional Services-Public Relations	20,000	12,612	7,389	63%
Professional Services/Amcobi/National Meter	60,000	50,366	9,635	84%
Development Services/Monson, Cummins & Shoheit	85,000	96,041	(11,041)	113%
Total Professional Services	\$ 195,000	\$ 196,777	\$ (1,777)	101%
<u>Administrative</u>				
Accounting Services	\$ 31,000	\$ 29,892	\$ 1,108	96%
Audit Fees	8,000	-	8,000	0%
Conference, Class and Education	5,750	5,446	304	95%
Dues, Publications and Subscriptions	4,500	3,826	674	85%
Election Expense	-	-	-	0%
IT Support	25,850	18,891	6,959	73%
Office Equipment and Supplies	1,000	1,595	(595)	159%
Postage	750	406	344	54%
Publication - Legal Notice	100	-	100	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	8,500	7,038	1,463	83%
Travel and Meeting Expense	1,000	210	790	21%
Office Overhead (COA, utilities, rent, etc.)	7,000	4,776	2,225	68%
Clothing Uniform Rental and Safety Equipment	5,000	3,709	1,291	74%
General Insurance	30,000	29,876	124	100%
Vehicle Expense	35,000	18,383	16,617	53%
Bank Charges	500	2,540	(2,040)	508%
Miscellaneous	1,000	-	1,000	0%
Total General Administration	\$ 164,950	\$ 126,587	\$ 38,364	77%
Total General Administrative	\$ 1,144,007	\$ 948,252	\$ 195,757	83%

TRIVIEW METROPOLITAN DISTRICT
WATER AND WASTEWATER ENTERPRISE FUND
Wastewater Operations
For the Nine Months Ending September 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
<u>Wastewater System</u>				
Wastewater TF/Donala/IGA	\$ 957,838	\$ 489,394	\$ 468,444	51%
Repairs and Maintenance	10,000	13,020	(3,020)	130%
Tools	7,000	-	7,000	0%
Wastewater-Engineering	-	-	-	0%
Operating Supplies	1,000	423	577	42%
Transit Loss	9,000	6,371	2,629	71%
Total Wastewater System	<u>\$ 984,838</u>	<u>\$ 509,208</u>	<u>\$ 475,630</u>	<u>52%</u>
<u>Wastewater System/Collections</u>				
Engineering	\$ 10,000	\$ 30,200	\$ (20,200)	302%
Tools	5,000	-	5,000	0%
Supplies/Uniforms	10,000	-	10,000	0%
Repairs and Maintenance	25,000	-	25,000	0%
Fuel	10,000	-	10,000	0%
Vehicle Maintenance	2,500	-	2,500	0%
Video Collection System-Annual (2 Zones and Commercial)	-	-	-	0%
Total Wastewater System/Collections	<u>\$ 62,500</u>	<u>\$ 30,200</u>	<u>\$ 32,300</u>	<u>48%</u>
Total Expenditures	<u>\$ 2,191,345</u>	<u>\$ 1,487,660</u>	<u>\$ 703,687</u>	<u>68%</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>\$ 455,885</u>	<u>\$ 572,669</u>	<u>\$ 116,784</u>	

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

For the Nine Months Ending September 30, 2024

Unaudited

	<u>2024 Budget</u>	<u>YTD Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget (YTD 75%)</u>
REVENUE				
Renewable Water Fee	\$ 463,386	\$ 483,358	\$ 19,972	104%
Water Lease- Comanche	186,775	142,009	(44,766)	76%
Interest	200,000	222,530	22,530	111%
Total Revenue	\$ 850,161	\$ 847,897	\$ (2,264)	100%
Debt Service				
Paying Agent Fees and Accrued Interest	\$ 5,000	\$ 1,000	\$ 4,000	20%
CWCB Loan Interest	90,000	169,725	(79,725)	189%
2018 Bond Issue- Debt Service	664,350	219,675	444,675	33%
2020B Bonds- Debt Service	642,850	208,425	434,425	32%
2020A Bond Issue- Debt Service	890,494	287,747	602,747	32%
Total Debt Service	\$ 2,292,694	\$ 886,572	\$ 1,406,122	39%
OTHER FINANCING SOURCES				
Transfer from other funds	\$ 800,000	\$ 600,000	\$ (200,000)	75%
Total Other Financing Sources	\$ 800,000	\$ 600,000	\$ (200,000)	75%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES				
	\$ (642,533)	\$ 561,325	\$ 1,203,858	

CAPITAL PROJECTS FUNDS

September 30, 2024

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - GENERAL
Budget Status Report - GAAP Basis
For the Nine Months Ending September 30, 2024
 Unaudited

	<u>2024 Budget</u>	<u>YTD Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget (YTD 75%)</u>
REVENUE				
Insurance Reimbursement	\$ 8,000	\$ -	\$ (8,000)	0%
Total Revenue	\$ 8,000	\$ -	\$ (8,000)	0%
EXPENDITURES				
<u>Land, Vehicles and Equipment</u>				
Land for Office Building	\$ 500,000	\$ 94,235	\$ 405,765	19%
Toro Mower	10,000	10,560	(560)	106%
Shop Tool	3,000	1,540	1,460	51%
Ventrack Edger Attachment	5,000	4,875	125	98%
Spare Traffic Signal Controller - Leather Chaps/Higby	8,000	7,851	149	98%
Mow Crew Trailer	9,500	10,965	(1,465)	115%
Litter Cat Turf Sweeper	13,500	14,100	(600)	104%
Shop Safety Cabinets - Pesticides	4,000	4,433	(433)	111%
Arrow Board - Traffic Control - Used	6,000	2,500	3,500	42%
Material Storage Facility	20,000	9,612	10,388	48%
Total Vehicles and Equipment	\$ 579,000	\$ 160,671	\$ 418,329	28%
<u>Park and Street Improvements</u>				
Road Improvements Program	\$ 500,000	\$ 735,430	(235,430)	147%
Higby Road - Design and Construction	1,600,000	643,198	956,802	40%
Streetscape Improvements - Leather Chaps and Creekside	150,000	193,491	(43,491)	129%
Baseline Controller	15,000	11,153	3,847	74%
Playground Improvements Burke Hollow Park	150,000	170,180	(20,180)	113%
Tanks for Liquid Brine	12,000	16,973	(4,973)	141%
Sanctuary Park Reimbursement	1,000,000	1,000,000	-	100%
Total Park and Street Improvements	\$ 3,427,000	\$ 2,770,425	\$ 656,575	81%
Total Expenditures - District Capital	\$ 4,006,000	\$ 2,931,096	\$ 1,074,904	73%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES	\$ (3,998,000)	\$ (2,931,096)	\$ 1,066,904	
OTHER FINANCING SOURCES (USES)				
Transfer from General Fund	\$ 2,398,000	\$ 2,287,898	\$ (110,102)	95%
Higby Road - Developer Contribution - Escrow	1,600,000	643,198	(956,802)	40%
Total Other Financing Sources (Uses)	\$ 3,998,000	\$ 2,931,096	\$ (1,066,904)	73%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	

TRIVIEW METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND - ENTERPRISE
Budget Status Report - GAAP Basis
For the Nine Months Ending September 30, 2024
 Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 75%)
REVENUE				
Water Tap Fees	\$ 903,000	\$ 1,175,422	\$ 272,422	130%
Sewer Tap Fees	525,000	714,688	189,688	136%
Water/Sewer Impact Fee	37,500	43,550	6,050	116%
Renewable Water Fee	807,600	736,189	(71,411)	91%
Admin Fee	45,000	93,025	48,025	207%
Lease Revenue (FMIC)	25,000	9,838	(15,162)	39%
Effluent Paid-AGUA/Woodmoor	50,000	104,999	54,999	210%
Review and Comment Fee	25,000	49,500	24,500	198%
Western Interceptor	-	65,815	65,815	0%
Water Infrastructure Agreement Fee Homeplace Ranch	500,000	500,000	-	100%
Wastewater Treatment Fees Homeplace Ranch	300,000	-	(300,000)	0%
ARPA Grant	250,000	-	(250,000)	0%
NDS - Forest Lakes/Purchase Participation Agreement	798,025	798,025	-	100%
Miscellaneous Income-Stonewall Lease	36,000	78,150	42,150	217%
AGRA - Excelsior Culver	84,000	-	(84,000)	0%
Payment in Lieu of Water Rights	100,000	67,808	(32,192)	68%
Developer Contributions - MI-PB	-	19,758	19,758	0%
Total Revenue	\$ 4,486,125	\$ 4,456,767	\$ (29,358)	99%
EXPENDITURES				
<u>Vehicles and Equipment Utilities</u>				
Camera Van - Outfit with Equipment	\$ 53,500	\$ 53,060	\$ 440	99%
Flat Bed Trailer	-	3,000	(3,000)	0%
Land for Office Building	500,000	-	500,000	0%
Total Vehicles and Equipment	\$ 553,500	\$ 56,060	\$ 497,440	10%
<u>Wells</u>				
Replace VFD for Well D-1 and A-1	\$ 144,000	\$ 143,250	\$ 750	99%
A-4 Pump and Motor and Transfuser	35,000	34,770	230	99%
Total Wells	\$ 179,000	\$ 178,020	\$ 980	99%
<u>Water Improvements</u>				
Tank Design	\$ 250,000	\$ 108,279	\$ 141,721	43%
AOS-WRSAF/CSU	564,393	-	564,393	0%
NMCI-Wastewater Design and Permitting	350,000	203,563	146,437	58%
Tap Fee Credits	-	712,349	(712,349)	0%
AVIC Bale Change Case - Brownstein	300,000	402,523	(102,523)	134%
FMIC Change Case	50,000	40,625	9,375	81%
Excelsior Change Case - Cummins	50,000	-	50,000	0%
Excelsior Exchange Case	50,000	32,415	17,585	65%
Excelsior Ditch at Nyberg Rd.	340,000	357,273	(17,273)	105%
AVIC Augmentation Station	2,500,000	-	2,500,000	0%
Quarter Circle Ranch	-	84,631	(84,631)	0%
Sailor Property	-	670,913	(670,913)	0%
MI-PB Infrastructure Project	226,002	245,760	(19,758)	109%
Stonewall Springs	-	37,226	(37,226)	0%
Stonewall- Pueblo Reservoir	-	90,432	(90,432)	0%
Northern Delivery System Pipeline Construction Project	4,500,000	4,617,031	(117,031)	103%
Total Water Improvements	\$ 9,180,395	\$ 7,603,020	\$ 1,577,375	83%
Total Expenditures - Enterprise Capital	\$ 9,912,895	\$ 7,837,100	\$ 2,075,795	79%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ (5,426,770)	\$ (3,380,333)	\$ 2,046,437	
OTHER FINANCING SOURCES (USES)				
Transfer from Enterprise Fund	\$ 4,750,768	\$ 2,416,545	\$ (2,334,223)	51%
MI-PB - Escrow	226,002	245,760	19,758	109%
CWCB Loan Proceeds	450,000	718,028	268,028	160%
Total Other Financing Sources (Uses)	\$ 5,426,770	\$ 3,380,333	\$ (2,046,437)	62%
EXCESS OF REVENUE OVER (UNDER)				
EXPENDITURES AND OTHER FINANCING SOURCES	\$ -	\$ -	\$ -	