

# TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

## Special Board Meeting Agenda

Monday, March 3, 2025

Triview Metropolitan District Office  
16055 Old Forest Point Suite 302  
Monument, CO 80132  
5:30 p.m. – 7:30 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/83666073091?pwd=SesEYd8eHOqN1UQMnsSj01yRaGbP8H.1>

Meeting ID: 836 6607 3091

Passcode: 885320

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## AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Waiver of Conflicts
4. Approval of Agenda
5. Approval of Consent Agenda
  - January 23, 2025, Regular Meeting minutes (enclosure)
  - February 11, 2025 Special Meeting minutes (enclosure)
  - Billing Summary Rate Code Report (enclosure)
  - Taps for January, 2025.(enclosure)
  - Tax Transfer from Monument (enclosure)
6. Action Items:
  - a. Review and Consider Approval of Resolution 2025-03. An Amended and Restated Resolution Of Board of Directors, Amending Resolution 2024 - 14 Calling Election.
  - b. Review and Consider Approval of the Teachout Creek Crossing Improvements Agreement by and between the Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado ("**Triview**"), Conexus Metropolitan District No. 1, a

quasi-municipal corporation and political subdivision of the State of Colorado ("**Conexus District**"), and Conexus LLC a, Colorado limited liability company, referenced herein as ("**Property Owner**"), the Conexus District and Property Owner and authorization for the District manager to Sign.

7. Discussion Items: 2025 Board Election
8. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables
  - a. Checks of \$5,000.00 or more (enclosure)
  - b. January 2025 Financials (enclosure)
9. Legal Comments (George Rowley, Scott Goodstein, Chris Cummins)
10. Update Board on Public Relation activities.
11. Executive session of the Board of Directors pursuant to Sections 24-6-402(4)(e), 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 potential participation in the Northern Monument Creek interceptor and the Upper Monument Wastewater Treatment Facility.
12. Adjournment

## RECORD OF PROCEEDINGS

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

Thursday January 23, 2025

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, January 23, 2025, 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 5:34 PM.

#### ATTENDANCE

In attendance were Directors:

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

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  
Natalie Barszcz, Our Community News  
Chris Cummins, Triview Water Counsel  
Andrew Rheem, Raftelis  
Theresa Jurotich, Raftelis  
Marco Fiorito, resident

#### DISCLOSURE OF CONFLICTS

None.

## RECORD OF PROCEEDINGS

Agenda – Mr. McGrady distributed, for the Board’s approval, the proposed agenda. A motion was made by Mr. Sexton for approval of the proposed agenda with a modification for a discussion on agenda item 10, to be named 10a. The motion was seconded by Mr. Gross. A vote was taken, and the motion passed 3-0.

### PUBLIC COMMENT

Mr. Fiorito introduced himself as the Monument Town Council representative for the Triview District. Mr. Fiorito and the Board engaged in some brief conversations about issues related to both Boards and residents like traffic, water, and development.

### Conduct Public Hearing on Triview’s 2025 Water and Wastewater Rates and Fees

Mr. Fiorito was present. He had no comment. A general overview of the proposed rates and study was delivered by Mr. Andrew Rheem. There was a brief discussion and question/answer session between Mr. Rheem and the Board. After some discussion between the Board, Mr. Sexton motioned to approve option number 1 of the proposed rates with the change of removing the 5 tier of charges. What was the fifth tier will be incorporated into the fourth tier with the same charges. Mr. Gross seconded the motion. The motion passed unanimously 3-0.

### Consent Agenda

- a) Prior Meeting Minutes  
December 16, 2024, Regular Board Meeting (enclosure)
- b) Billing Summary Rate Code Report (enclosure)
- c) Taps for December 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 3-0.

### OPERATIONS REPORT

#### District Manager Report (enclosure)

- Mr. McGrady presented to the Board that the recharge pond construction on the Chicago Ranch in Buena Vista is almost completed.
- The AVIC ditch design plans are complete and the District is waiting on a 404 permit to be issued by the Corps of engineers to begin construction.
- The Stonewall Springs Central Reservoir project is in motion. The District is required to have four quarters of water quality and quantity sampling before we can begin construction of the slurry wall.
- Colorado Springs Utilities has presented participants with a construction IGA

## RECORD OF PROCEEDINGS

to be discussed at a meeting on 1/24/25.

- Mr. McGrady was voted the President of the FMIC at their last monthly meeting.

### OPERATIONS REPORT

#### Assistant District Manager (Steve Sheffield)

- Mr. Sheffield presented to the Board that he and Mr. McGrady met with Bruce Lytle to discuss Town of Monument's future water needs.
- Mr. Sheffield also presented that he and Nick Pallisco are continuing work on the meter replacement program for all non-cellular meters to be replaced in commercial buildings.
- Work is being done to release a new newsletter for the end of January or very early February.
- The TMD management team met and a comprehensive list was compiled for execution by the team.

#### Superintendent of Parks and Open Space (Matt Rayno)

- Mr. Rayno presented to the Board that the crew had been preoccupied with snow removal for the past month.
- The team has completed installation of new pedestrian signage at the intersection of Leather Chaps and Creekside to improve safety near the school.
- Holiday lighting has been removed and stored for next years use.

#### Raw Water Collection and Treatment Manager (Gary Potter)

- Mr. Potter presented to the Board that he is working with the State to create a new water monitoring plan appropriate for new growth.
- There is a plan to decommission and remove the A plant filters to make room for storage of equipment.
- Mr. Potter presented the Board with a graph to show water usage District wide for the past 7 years.

### ACTION ITEMS:

- a. Review and Consider Approval of Resolution 2025-01 A Resolution Regarding The Establishment Of Rates and Fees FOR THE PROVISION OF WATER AND WASTEWATER SERVICES FOR THE TRIVIEW METROPOLITAN DISTRICT, EL PASO COUNTY, COLORADO. After some discussion and questions, a motion was made by Mr. Melville to approve the resolution. The motion was seconded by Mr. Sexton. A vote

## RECORD OF PROCEEDINGS

was made and the motion passed 3-0.

Discussion Items: The Town of Monument has requested that Mr. Jason Gross sit on a committee to create a new Town Comprehensive (comp) Plan. The Triview Board gave Mr. Gross approval to participate after some discussion and recommendations.

### 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. Sexton. The motion was duly seconded by Mr. Gross. A vote was taken. The motion passed 3-0.

Monthly Cash Position and Unaudited Financial Statements - The Board reviewed the December 2024 unaudited Financial Statements as presented. After some discussion, a motion was made by Mr. Gross to approve the financials. The motion was duly seconded by Mr. Sexton. A vote was taken, and the motion passed unanimously 3-0.

### LEGAL COMMENTS

No comments from Mr. Rowley or Mr. Cummins.

### PUBLIC RELATIONS:

An update was provided by Mr. McGrady on public relations activities. A new newsletter will be constructed and delivered late January or Early 2025. The newsletter will be full of information regarding Higby Rd improvements as well as election news.

### BOARD BREAK

The Board took a brief break at 8:03 PM before entering Executive Session at 8:15 PM.

### EXECUTIVE SESSION:

Entered executive session at 8:15 PM on a motion by Mr. Melville 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)(e), Colorado Revised Statutes for the purpose of determining positions relative to matters that may

**RECORD OF PROCEEDINGS**

be subject to negotiations, developing strategies for negotiations, and instructing negotiators as it relates to potential participation in the Northern Monument Creek interceptor, development incentives, and intergovernmental agreements.

The motion was seconded by Mr. Gross. A vote was taken. The motion passed unanimously 3-0.

The Board exited the executive session at 9:16 PM. and returned to the regular session.

ADJOURN

The meeting was promptly adjourned at 9:16 PM.

Respectfully Submitted

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James C. McGrady  
Secretary for the Meeting

**RECORD OF PROCEEDINGS**

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**MINUTES FROM SPECIAL BOARD  
MEETING OF TRIVIEW METROPOLITAN  
DISTRICT**

**February 11, 2025**

A Special Meeting of the Board of Directors of the Triview Metropolitan District was held on Tuesday, February 11, 2025, 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 5:32 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  
Chris Cummins, Triview Water Attorney  
George Rowley, District attorney  
Natalie Barszcz, Our Community News

DISCLOSURE OF CONFLICTS

None.

Agenda – Mr. McGrady distributed, for the Board’s approval, the proposed agenda. A motion was made by Director Sexton for approval of the proposed agenda. The motion was seconded by Director Carlton. A vote was taken, and the motion passed 5-0.

PUBLIC COMMENT

No public comment.



## RECORD OF PROCEEDINGS

### ACTION ITEMS:

- a. Review and Consider Resolution 2025-02. A Resolution of the Triview Metropolitan District Board of Directors to Approve an Intergovernmental Agreement with Colorado Springs Utilities and Forest Lakes Metropolitan District for Construction Cost Sharing for the Northern Monument Creek Interceptor and authorization for the District Manager to Sign. Following a question and answer session between the Board and the District's water attorney Chris Cummins, and District Manager Jim McGrady, a motion was made by Director Barnhart to approve Resolution 2025-02. The Motion was duly Seconded by Director Sexton. A vote was taken and the motion passed unanimously 5-0.

### EXECUTIVE SESSION:

Entered executive session at 6:04 PM on a motion by Director Barnhart pursuant to Sections 24-6-402(4)(e), regarding negotiations and utility services to Conexus phases 2 and 3.

The motion was seconded by President Melville. A vote was taken. The motion passed unanimously 5-0.

The Board left the executive session at 6:28 PM. and returned to the regular session.

### ADJOURN

There being no further business, a motion to adjourn the meeting was made by Mr. Barnhart. The motion was duly seconded by Mr. Sexton. A vote was taken. The motion passed unanimously 5-0. The meeting was adjourned at 6:28 PM.

Respectfully Submitted

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James C. McGrady  
Secretary for the Meeting

Triview Metropolitan District - JANUARY MONTH END

Summary Financial Information - Board Packet

Base Fee Dates: 1-1 to 2-1-2025

Usage Dates: 12-2 to 12-30-2024

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$132,959.84	2308
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$49,654.71	2304
Rate Code 01 Triview Metro - Res Water Base Rate	\$92,320.00	2312
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$72,390.12	2266
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$2,732.55	89
Rate Code 01 Triview Metro - Res Water Use Rate Tier3		
Rate Code 01 Triview Metro - Res Water Use Rate Tier4		
Rate Code 01 Triview Metro - Res Water Use Rate Tier5		
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$3,806.88	33
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$2,640.00	33
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$10,152.12	44
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$7,200.00	45
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$6,921.75	15
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$4,800.00	15
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	\$21,986.62	93
Usage Fee Triview Metro - Com Water Use Rate	\$39,606.90	93
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"	\$3,360.00	21
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$5,760.00	18
Usage Fee Triview Metro - Com Irr Water Use	\$10.08	2
Triview Metro - Quik Way Sewer	\$213.00	1
Triview Metro - Metering & Billing Fee	\$12,330.00	2466
Title Prep Fee Triview Metro - Title Request Fee	\$350.00	7
Triview Metro - 5% Late Fee	\$4,499.10	268
Special Impact Triview Metro - Special Impact Fee	\$2,410.00	241
Triview Metro - Disconnect Fee		
Triview Metro - Reconnect Fee		
Triview Metro - NSF Fee		
<b>Total Accounts</b>	<b>\$482,712.34</b>	<b>12704</b>

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2305
Rate Code 02 - Commercial Account 1"	35
Rate Code 03 - Irrigation Account 1"	25
Rate Code 04 - Commercial Account 1 1/2"	49
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	16
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"	19
Rate Code 12 - Permitted	
<b>Total Accounts</b>	<b>2472</b>

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 65,131.99
Amount Past Due 31-60 Days	\$ 5,698.26
Amount Past Due 61-90 Days	\$ (406.93)
Amount Past Due 91-120 Days	\$ (102.21)
Amount Past Due 120+ Days	\$ (3,122.17)
<b>Total AR</b>	<b>\$67,198.94</b>

Receipts	Amount	Items
Payment - ACH	\$330,775.99	1674
Payment - Vectra Bank	\$157,707.17	631
Payment - On Site	\$26,947.32	147
Refund CREDIT	(\$7,004.17)	36
REVERSE Payment	(\$1,676.27)	4
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
<b>Total Receipts</b>	\$506,750.04	2492
<b>Checks versus Online Payments</b>	<b>31.73%</b>	<b>68.27%</b>
	<b>Checks</b>	<b>ACH's</b>

Water	Gallons	Accounts
Gallons sold 12-02 to 12-30-2024 =	12,111,605	2469
Gallons sold 12-30 to 1-31-2025 =	13,937,151	2471

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	0.00%
40,001 - 50,000	0	0	0.00%
30,001 - 40,000	0	0	0.00%
20,001 - 30,000	0	0	0.00%
10,001 - 20,000	36	448,899	3.71%
8,001 - 10,000	53	465,514	3.84%
6,001 - 8,000	158	1,076,600	8.89%
4,001 - 6,000	566	2,733,600	22.57%
2,001 - 4,000	992	2,976,810	24.58%
1 - 2,000	459	544,664	4.50%
Zero Usage	41	0	0.00%
<b>Total Meters</b>	2305	8,246,087	68.08%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	27	2,987,219	24.66%
40,001 - 50,000	8	374,502	3.09%
30,001 - 40,000	2	68,895	0.57%
20,001 - 30,000	6	151,772	1.25%
10,001 - 20,000	11	169,151	1.40%
8,001 - 10,000	2	17,494	0.14%
6,001 - 8,000	2	14,630	0.12%
4,001 - 6,000	5	25,681	0.21%
2,001 - 4,000	9	26,149	0.22%
1 - 2,000	21	26,286	0.22%
Zero Usage	10	0	0.00%
<b>Total Meters</b>	103	3,861,779	31.88%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	0	0	0.00%
40,001 - 50,000	0	0	0.00%
30,001 - 40,000	0	0	0.00%
20,001 - 30,000	0	0	0.00%
10,001 - 20,000	0	0	0.00%
8,001 - 10,000	0	0	0.00%
6,001 - 8,000	0	0	0.00%
4,001 - 6,000	0	0	0.00%
2,001 - 4,000	1	2,756	0.02%
1 - 2,000	2	983	0.01%
Zero Usage	58	0	0.00%

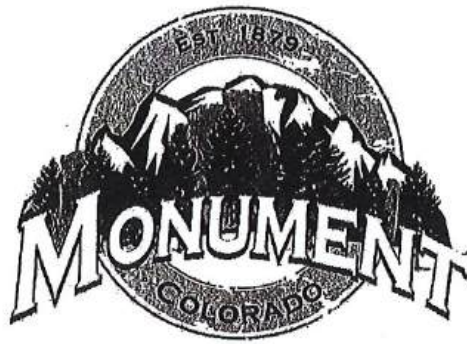


**Triview Metropolitan District**

**NEW TAPS REPORT**

January 2025 TAPS PAID

1	16529 Cinematic View	LOT 4A MONUMENT MARKETPLACE NFIL NO 1A	\$	109,736.98
2	837 Sunny Shore Dr	LOT 65 JACKSON CREEK NORTH FIL NO 4 L/MR	\$	49,440.00
3	442 Clear Bell Lane	LOT 52 JACKSON CREEK NORTH FIL NO 6 L/MR	\$	49,440.00
4	428 Clear Bell Lane	LOT 53 JACKSON CREEK NORTH FIL NO 6 L/MR	\$	49,440.00
5	16630 Timbercrest Drive	LOT 105 JACKSON CREEK NORTH FIL NO 6 L/MR	\$	49,440.00
6	16916 Greenfield Drive	LOT 60 JACKSON CREEK NORTH FIL NO 4 L/MR	\$	49,440.00
7	817 Sunny Shore Dr	LOT 63 JACKSON CREEK NORTH FIL NO 4 L/MR	\$	49,440.00
		<b>January 2025 TOTAL</b>	<b>\$</b>	<b>406,376.98</b>



Feb. 15, 2025

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 \$257,824.78 to the Triview Vectra account on or before February 28, 2025. The ACH details are as follows and documentation is enclosed.

Sales Tax for December 2024	\$	230,213.64
Regional Building Use Tax for January 2025	\$	370.20
Motor Vehicle Tax for January 2025	\$	27,240.94

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

Sincerely,

Madeline VanDenHoek  
Interim Town Manager

**Resolution 2025-03**

**AMENDED AND RESTATED RESOLUTION OF BOARD OF DIRECTORS  
AMENDING RESOLUTION 2024 -14 CALLING ELECTION**

**TRIVIEW METROPOLITAN DISTRICT**

§§ 32-1-804, 1-1-111(2), 1-13.5-1101, and 1-13.5-513(1), C.R.S.

At a meeting of the Board of Directors (the “**Board**”) of the Triview Metropolitan District (the “**District**”), held on November 21, 2024 the Board adopted Resolution 2024-14 calling a director election; and

WHEREAS, the Board has determined that it is in the best interests of the District to also submit to the electors a ballot issue authorizing the District to incur debt in order to fund needed improvements to Higby Road, including widening to address safety concerns from increased traffic; and

WHEREAS, there will be no tax increase necessary to issue the debt, and developers to the South of Higby Road will reimburse the District for approximately half of the costs under an existing agreement, helping to pay off the debt and requiring growth to pay its own way; and

WHEREAS, the benefits to the residents of the District, Lewis Palmer High School students and staff and the surrounding community include, safety improvements, such as:

- roundabouts, which reduce the number of conflict points at an intersections to reduce fatal and injury crashes by approximately 80 percent,
- enhanced emergency ingress and egress to surrounding homes and subdivisions east of Jackson Creek Parkway,
- a wildfire evacuation route,
- a 5-foot sidewalk on the north side of Higby Road and an 8-foot multiuse path providing safe travel to bicyclists and pedestrians,
- pedestrian crossings for students and residents to improve safety and walkability,
- center islands to prevent dangerous left turns,
- improvement to the existing traffic signal at Higby Road and Jackson Creek Pkwy,
- reduced traffic congestion as development continues; and

WHEREAS, construction phasing will be scheduled to limit disruptions to Lewis-Palmer High School; and

WHEREAS, constructions costs have tripled since 2021 and are likely to keep rising if the project is delayed, so completing this project will save residents money in the long run; and

WHEREAS, the District Board has decreased the mill levy from 35 mills to 20.5 mills over the past 5 years saving residents approximately \$2,000 over five years for a \$600,000 home; and

WHEREAS, the District plans to continue to reduce property tax rates as it has in the past, as assessed values continue to increase within the District; and

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within El Paso County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 6, 2025, for the purpose of electing directors and submitting a ballot issue to the eligible electors and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto; and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto, and shall also comply with Article X, § 20 of the Colorado Constitution (“**TABOR**”), as necessary; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-13.5-513(1), C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors and presenting a ballot issue to the electorate. The Election shall be conducted as: an independent mail ballot election in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S..

2. That, in accordance with § 32-1-1101(2), C.R.S., the Board hereby determines that the interests of the District and the public interest or necessity in carrying out the District's objects and purposes call for the Election and for there to be submitted to the District's eligible electors the proposition of issuing general obligation bonds or creating other general obligation indebtedness or any question or questions necessary to implement Article X, § 20 of the Colorado Constitution as applied to the District. Furthermore, in accordance with § 32-1-1101(2) and (3)(a), C.R.S., the Board further finds, determines and declares the following:

a. The objects and purposes for which the indebtedness is proposed to be incurred are for the acquisition, construction, installation and completion by the District of public works, other improvements and facilities related to Higby Road.

b. The estimated cost of the proposed works, improvements and facilities to be funded by the District is approximately \$12,600,000.

c. No part of the estimated costs of the proposed facilities and improvements is expected to be defrayed out of any state or federal grant.

d. The amount of principal of the indebtedness to be incurred for payment of the costs of the proposed works, improvements and facilities shall not result in the District exceeding the maximum debt limit allowed of \$84,727,000 as described in the District's Service Plan, unless such maximum limit is increased through a material modification to the District's Service Plan.

e. The maximum net effective interest rate to be paid on such indebtedness shall not exceed 5.20% per annum.

3. The Board names Ashley B. Frisbie as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election. The Board authorizes the Designated Election Official to take all action necessary or appropriate to effectuate the provisions of this resolution including, but not limited to, certifying and recertifying the ballot pursuant to § 1-13.5-511, C.R.S.

4. Without limiting the foregoing, the following specific determinations are also made:

a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify the ballot issue and take any required action therewith.

b. The Board hereby determines that in addition to publication, notice of the call for nominations will be provided by posting on the District's website.



- c. The Board hereby authorizes and directs general counsel to the District to oversee the general conduct of the Election and authorizes and directs the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election, including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election, including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.
  
- d. The Board hereby authorizes and directs the Designated Election Official to certify before March 7, 2025, the following ballot issue in substantially the form hereinafter set forth. For purposes of Section 1-11-203.5, C.R.S., this Resolution shall serve to set the ballot title and content of the ballot issue and such ballot issue shall be submitted to the eligible electors of the District at the Election. The following ballot issue shall be placed on the ballot for the Election and such ballot issue shall read substantially in the form as follows:

WITHOUT INCREASING AUTHORIZED TAX RATES, SHALL TRIVIEW METROPOLITAN DISTRICT DEBT BE INCREASED UP TO \$12.6 MILLION, WITH A MAXIMUM REPAYMENT COST OF UP TO \$25.25 MILLION, FOR THE PURPOSE OF FINANCING THE COSTS OF WIDENING AND IMPROVING HIGBY ROAD TO ADDRESS SAFETY CONCERNS AND INCREASED TRAFFIC FLOWS, INCLUDING:

- SAFETY IMPROVEMENTS SUCH AS CURB AND GUTTER, SIDEWALKS, TURN LANES, STORM DRAINAGE, AND PEDESTRIAN CROSSINGS,
  
- IMPROVED ACCESS TO THE PUBLIC HIGH SCHOOL, AND
  
- ENHANCED EMERGENCY VEHICLE ACCESS TO EXISTING HOMES AND SUBDIVISIONS,

SUCH DEBT TO CONSIST OF THE ISSUANCE AND PAYMENT OF LIMITED TAX GENERAL OBLIGATION BONDS, WHICH BONDS SHALL BEAR INTEREST AT A MAXIMUM NET EFFECTIVE INTEREST RATE NOT TO EXCEED 5.20% PER ANNUM AND BE ISSUED AT SUCH TIMES AND PRICES (AT, ABOVE OR BELOW PAR) AND IN SUCH MANNER AND CONTAINING SUCH TERMS, NOT INCONSISTENT HERewith, AS THE BOARD OF DIRECTORS MAY DETERMINE; SUCH DEBT TO BE PAID IN AN AMOUNT NOT TO EXCEED \$835,000 ANNUALLY FROM THE REPURPOSED AD VALOREM PROPERTY TAXES TO BE LEVIED AT A RATE NOT TO EXCEED 7 MILLS AS PREVIOUSLY APPROVED BY THE DISTRICT'S ELECTORS AT THE ELECTION HELD ON NOVEMBER 3, 2020 (AS SUCH MILL LEVY RATE MAY BE ADJUSTED FOR FUTURE CHANGES IN THE CALCULATION OF ASSESSED VALUATION) AND IF NECESSARY FROM OTHER LEGALLY AVAILABLE REVENUES WHICH CAN INCLUDE CONTRIBUTIONS FROM DEVELOPERS AND SHARED SALES TAX REVENUES

RECEIVED FROM THE TOWN OF MONUMENT; AND SHALL ALL SUCH REVENUES AND ANY EARNINGS FROM THE INVESTMENT OF SUCH REVENUES AND THE PROCEEDS OF THE BONDS CONSTITUTE A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

\_\_\_\_\_ YES/FOR      \_\_\_\_\_ NO/AGAINST

5. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.

6. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.

7. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.

8. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED March 3, 2025

**DISTRICT:**

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

By: \_\_\_\_\_  
Officer of the District

Attest:

By: \_\_\_\_\_

*Signature Page to Resolution Calling Election*

## TEACHOUT CREEK CROSSING IMPROVEMENTS AGREEMENT

This Teachout Creek Crossing Improvements Agreement ("**Agreement**") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, by and through its Water and Wastewater Enterprises ("**Triview**"), Conexus Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado ("**Conexus District**"), and Conexus LLC, a Colorado limited liability company, referenced herein as ("**Property Owner**"), the Conexus District and Property Owner shall be referred to collectively herein as ("**Conexus**").

### RECITALS

WHEREAS, Triview and the Conexus District are Title 32 metropolitan districts organized and existing pursuant to Colorado law; and

WHEREAS, the Property Owner owns and desires to develop certain property within the western portions of Triview's boundaries depicted on Exhibit A attached hereto (collectively, the "**Owner's Property**"); and

WHEREAS, the Property Owner desires to receive water and sanitary sewer service from Triview for the Owner's Property; and,

WHEREAS, Triview has installed, at Triview's expense, a pipeline known as Segment D of the Northern Delivery System for the purpose of serving Conexus Phase 2 and Phase 3, which was constructed in three phases and consists of a 12" main in Higby Road, a 16" pipeline and Bore under I-25, and a 16" water main extension from said bore to the relocated Old Denver Road, with a total investment for said pipeline segments equaling \$1,444,098; and

WHEREAS, Conexus has also participated in the construction of a wastewater pipeline known as the Western Interceptor in the amount of \$8,388; and

WHEREAS, Conexus has not been able to begin development of the land known as Conexus Phase 2 and 3 and Triview's investment in water pipelines to serve this area has remained stranded; and

WHEREAS, the Conexus District was formed for the express purposes of installing on and off-site utilities including but not limited to water, wastewater, and stormwater facilities; and

WHEREAS, the Conexus District intends to issue bonds in May 2025 with an expected funding date in early June 2025; and

WHEREAS, the amount of funds available from the Conexus District's anticipated bond issuance is anticipated to be approximately \$19,000,000 with \$14,500,000 available

for qualified public improvement infrastructure projects, including the reimbursement of the Improvements, as defined below; and

WHEREAS, a water line, wastewater line, electric conduits, and limited surface improvements must be installed across a stream known as Teachout Creek within and adjacent to Filing 1 Tract A and Filing 2 Tract A ("**Improvements**") as generally shown on Exhibit B; and

WHEREAS, Teachout Creek is Preble's Meadow Jumping Mouse habitat that can only be accessed for construction purposes between November 1st and April 30th of each year; and

WHEREAS, it was the Conexus District's intention to issue bonds and start construction of this pipeline during the hibernation period of the Preble's Meadow Jumping Mouse but due to various events such as a 6-month moratorium by the Town of Monument on planning department reviews along with other market forces, the Conexus District will be unable to issue the bonds until late May 2025; and

WHEREAS, Property Owner has obtained bids from four qualified contractors to construct the Improvements, and the lowest most responsive bid was submitted by Gordon Construction Company Inc. (the "**Contractor**") on January 30, 2025, in the amount of \$740,757.81, as shown on Exhibit C; and

WHEREAS, the parties hereto would like to issue a notice to proceed to the Contractor so that work can be completed by April 30, 2025, which is before the end of the Preble's Meadow Jumping Mouse hibernation period, however, the Conexus District will lack sufficient funds to finance the construction of the Improvements until the Conexus District issues bonds; and

WHEREAS, Triview is authorized to assess and recover the fees and costs of providing facilities necessary to provide service to new areas within and without its boundaries against the property benefited by such facilities; and

WHEREAS, Lot 2, Lot 4A, and Lot 1 in Conexus Filing No. 2 are under contract awaiting closing, but cannot close until the Improvements are installed, and Triview will benefit from the receipt of development fees from these three lots, and others, in the Owner's Property once building permits are issued; and

WHEREAS, if the Improvements are installed then closings within the Owner's Property can occur and development in the Conexus project can begin immediately, while failure to act now results in another lengthy delay of up to 12 months and puts the scheduled bond issuance in peril; and

WHEREAS, Triview is willing to fund an escrow account in an amount not to exceed \$825,000 (the "**Costs**") to fund the installation of the Improvements until completed; and

WHEREAS, Property Owner desires to guarantee payment of the Costs on or before August 15, 2025, if the bonds are not issued and shall be liable for repaying the costs and hereby consents to the recordation of a lien ("**Consensual Lien**") in the form attached hereto as Exhibit D against the property described in the Consensual Lien once this Agreement is signed; and

WHEREAS, interest will be charged at a rate of five percent (5%) per year simple interest (the "**Interest Rate**") on amounts that have been requisitioned from the escrow account (the "**Requisitioned Amounts**") due and payable from bond proceeds following the issuance of bonds by the Conexus District or directly from Property Owner no later than August 15, 2025, or when the Improvements are substantially complete and preliminarily accepted if later than August 15, 2025 (the "**Outside Repayment Date**"); and

WHEREAS, if the Requisitioned Amounts are not repaid in full by the Outside Repayment Date, a default interest rate of ten percent (10%) annual simple interest annually (the "**Default Interest Rate**") shall start to accrue on the Outside Repayment Date and Triview will have the right to foreclose on the Consensual Lien 30 days following the Outside Repayment Date; and

WHEREAS, if construction is not substantially completed by April 30, 2025, meaning the water and wastewater lines are not completed and preliminarily accepted, interest shall cease to accrue on that date and Triview will not have the right to foreclosure on the Consensual Lien or charge the Default Interest Rate until construction is substantially complete and preliminarily accepted; and

WHEREAS, the total reimbursement to Triview will be the actual amount of money paid to the Contractor and other support entities and personnel such as soil and material testing, surveying, and similar costs, plus the Interest Rate on amounts requisitioned from the escrow account; and

WHEREAS, the Interest Rate, or Default Interest rate, if applicable, will only be charged until the Requisitioned Amounts are repaid, and only on the amount of the actual Requisitioned Amounts; and

WHEREAS, Triview will contract directly with the Contractor and Triview will inspect all of the work and administer pay applications and pay the Contractor pursuant to the terms of the construction contract between Triview and the Contractor by drawing payments from the escrow account; and

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

### COVENANTS AND AGREEMENTS

1. Purpose. The purpose of this Agreement is to document the funding from Triview for the Improvements, the mechanisms for making payments from the escrowed

funds, funding additional costs if necessary, and the mechanisms for repayment of the Costs in the event the Conexus District does not issue bonds.

2. Teachout Creek Crossing Improvements. The Improvements which are the subject of this Agreement includes various pipelines and associated infrastructure and related improvements, as more particularly described in Exhibit C. The Improvements will be constructed, funded, and repaid as provided for in the recitals and in the provisions below. As completed, the Improvements, with the exception of the electrical conduit, shall be dedicated to, owned, operated and maintained by Triview. Triview shall be entitled to recover all of the Requisitioned Amounts of the Improvements, including valid Cost overruns, if applicable.

3. Description of the Benefitted Property and Project Scope.

3.1 Description of Benefitted Property. The Property directly benefited by the Improvements is the Owner's Property, as shown by map on Exhibit A.

3.2 Engineering, Design, and Permitting of Improvements. The engineering, design, and permitting of the Improvements was the responsibility of Property Owner. Any issues related to the engineering, design and permitting of the Improvements shall be the responsibility of Property Owner. Property Owner shall indemnify and hold Triview harmless from any issues or costs related to the engineering, design, and permitting of the Improvements.

3.2 Construction Costs. Triview will deposit into the escrow account an amount not to exceed the Costs in order to fund the installation of the Improvements. The Costs, as reflected in Exhibit C, include all reasonable construction and engineering fees, inspection fees, the actual and direct costs of construction including labor and material. Triview will contract directly with the Contractor and Triview will inspect and approve all of the work and administer pay applications and pay the Contractor pursuant to the terms of Triview's agreement with the Contractor by requisitioning payments from the escrow account.

3.4 Reimbursement Rights. The Conexus District agrees to reimburse Triview for the Requisitioned Amounts. In the event the Conexus District has not issued bonds by the Outside Repayment Date, Property Owner agrees to pay Triview the Requisitioned Amounts. If the Requisitioned Amounts are not repaid in full by the Outside Repayment Date by either the Conexus District or Property Owner, the Default Interest Rate shall start to accrue and Triview will have the right to foreclose on the Consensual Lien 30 days following the Outside Repayment Date.

If the Improvements funded by Triview are completed by April 30, 2025, Triview shall recover the Requisitioned Amounts, from the Conexus District or Property Owner as provided above on or before August 15, 2025, or, if applicable pursuant to the terms herein, through foreclosure pursuant to the terms of the Consensual Lien the form of which is attached as Exhibit D. However, if the Improvements are not substantially completed by April 30, 2025, meaning the Improvements are not substantially completed

and preliminarily accepted, interest will not continue to accrue until the Improvements are substantially complete and Triview shall not be entitled to foreclose on the Consensual Lien until the Improvements are substantially complete and the Outside Repayment Date has past. Once all the Requisitioned Amounts have been paid by Conexus, including valid cost overruns pursuant to Section 3.5 below, if any, then Triview shall be obligated to release the Consensual Lien within 10 business days.

3.5 Cost Overruns. In the event valid change orders are requested by the Contractor, which result in the Costs exceeding \$825,000, Triview shall have the authority, but not the obligation, to fund the amounts of the requested change over. If Triview determines in its sole and reasonable judgement to fund the change order that amount will be added to the amount owed by Conexus, interest shall accrue on the additional amount once it is requisitioned in the same manner as other Requisitioned Amounts and the amount of the Consensual Lien shall be increased by that amount as well.

3.6 Contractor's Failure to Perform. If Triview, in its reasonable discretion, determines the Contractor is not constructing the Improvements in accordance with the construction contract, then Triview may cancel the contract with the Contractor and procure a different replacement contractor to complete the Improvements. The valid and reasonable additional costs, if any, as a result of hiring a different replacement contractor due to non-performance by the original Contractor shall be treated as a Cost Overrun as described in section 3.5.

4. Third Party Use of Excess Capacity. In the event Triview determines, in its exclusive discretion, that there is excess capacity in the Improvements, or some portion thereof, beyond what is needed to serve the projected development for the Owner's Property, then Triview may make such excess capacity available to third parties upon the payment of applicable fees to be determined in Triview's discretion and reimbursement to the Conexus District or Property Owner, as applicable, for such third party's proportionate share of use of the Improvements to be determined by Triview in its reasonable discretion.

## 5. Limitations.

5.1 Limitation of Applicability. This Agreement is solely between the named parties and is not intended to be, nor shall it be construed as, a commitment for the issuance of water or sewer taps to any party other than the Property Owner. This Agreement is not to be deemed to be for the benefit of any third party or property. Triview and Conexus, are the only intended beneficiaries of the obligations and privileges under this Agreement.

5.2 Limitations of Liability. No liability shall attach to Triview under this Agreement due to a failure to accurately anticipate the availability of water or sewer tap capacity, or due to any other failure beyond the control of Triview. The cost recovery provisions herein are applicable only to Triview. In addition to the right to foreclose on the Consensual Lien, Triview shall have a direct right of action to seek reimbursement for



the Requisitioned Amounts from Property Owner, including interest, reasonable attorney's fees and costs incurred in obtaining such reimbursement, if they are not paid by the Outside Repayment Date.

5.3 No Representations of District Regarding Development. Conexus understands and agrees that, by entering into this Agreement, Triview makes no representations or warranties that any or all of the Owner's Property will be developed, nor does Triview provide any representation or warranties as to land uses, or availability of District services not the subject of this Agreement.

6. Assignment. Conexus may not assign this Agreement to any third party except with the prior written consent of Triview, which consent shall not be unreasonably withheld.

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

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

Conexus: Conexus LLC  
2 N. Cascade Ave, Suite 1280  
Colorado Springs, CO 80903  
Attn: Brock Chapman/Steve Everson/Eric Chekal

Conexus District: Conexus Metropolitan District No. 1  
1700 Lincoln Street, Suite 2000  
Denver, CO 80203  
Attn: Nicole Peykov

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

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

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

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

12. Other Provisions.

12.1 Recording. This Agreement, or a memorandum thereof, may be recorded by Triview against the Owner's Property and shall constitute a covenant running with the title of the Owner's Property, benefiting and burdening said properties, and the heirs, successors, assigns and designees of the Property Owners and future owners of all or parts of the Properties.

12.2 Governmental Immunity. Nothing in this Agreement shall be construed as waiving the rights and privileges of Triview or the Conexus District under the Colorado Governmental Immunity Act.

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

12.4 Property Owner Representations. Property Owner hereby represents and warrants to and for the benefit of Triview that it has the full power and legal authority to enter into this Agreement, and it has taken or performed all requisite acts or actions that may be required by the organizational or operational documents to confirm its authority to execute, deliver and perform its obligations under this Agreement, including by affiliate or related entities as may (or may not) be specifically identified in the recitals above. Property Owner also hereby discloses to Triview, and Triview hereby acknowledges and accepts, there are already a promissory notes and deeds of trust on the Owner's Property which have created financial liens on the Owner's Property with unrelated lenders as their collateral, and that Triview's Consensual Lien, described in this Agreement and as Exhibit D, on Owner's Property is subordinate to these existing notes and deeds of trust with other lenders. Property Owner also hereby represents that there is sufficient equity in the parcel listed in the Consensual Lien attached as Exhibit D to pay the anticipated Costs, despite the liens and deeds of trust on the Owner's Property listed in the Consensual Lien attached as Exhibit D.

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

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

**TRIVIEW METROPOLITAN DISTRICT,**  
by and through its Water and Wastewater Utility Enterprises

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

**CONEXUS, LLC**

\_\_\_\_\_  
By: Brock R. Chapman, President, Schuck Communities, Inc., its Manager

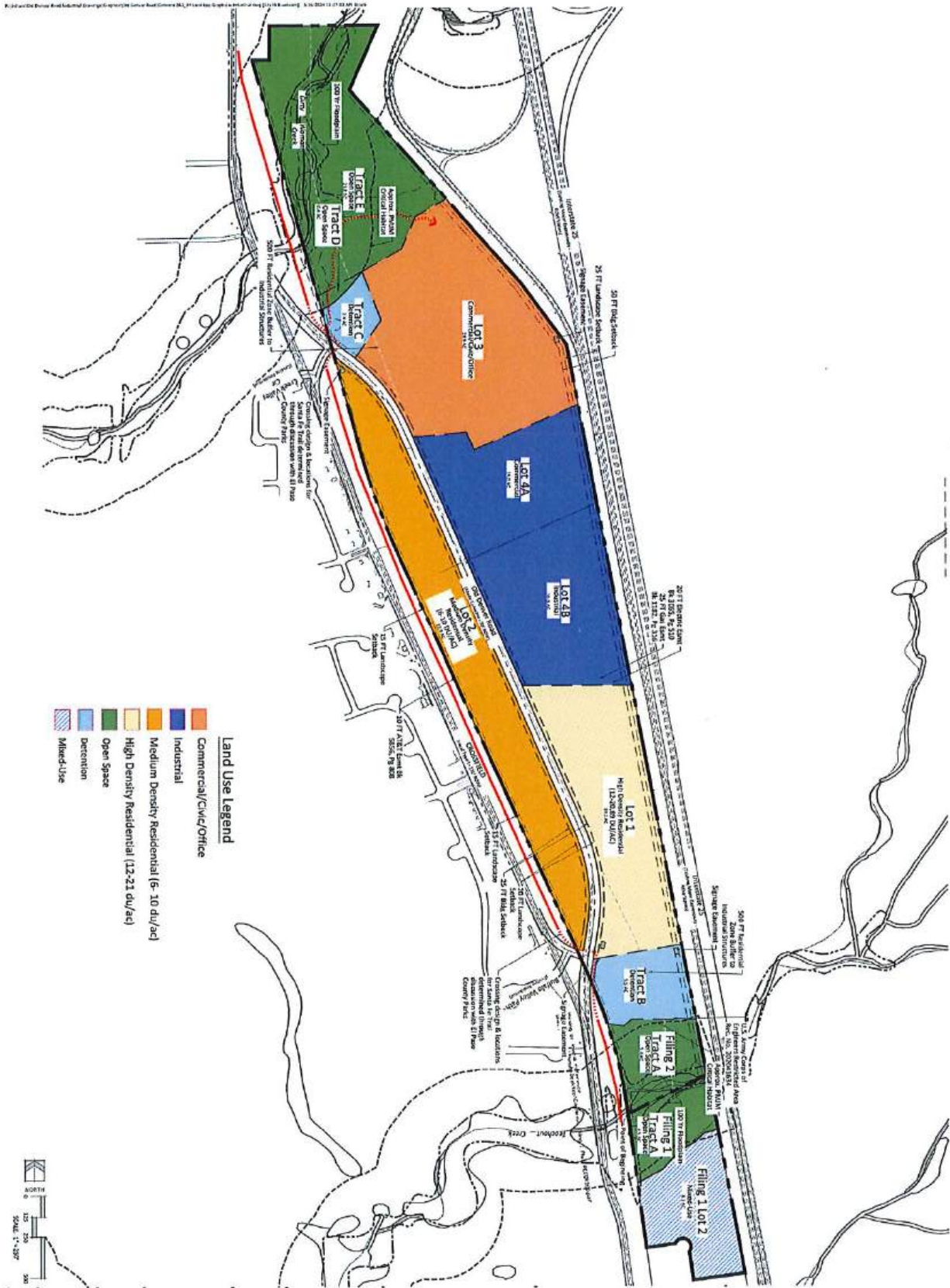
**CONEXUS METROPOLITAN DISTRICT NO. 1**

\_\_\_\_\_  
By: Steven L. Everson, President

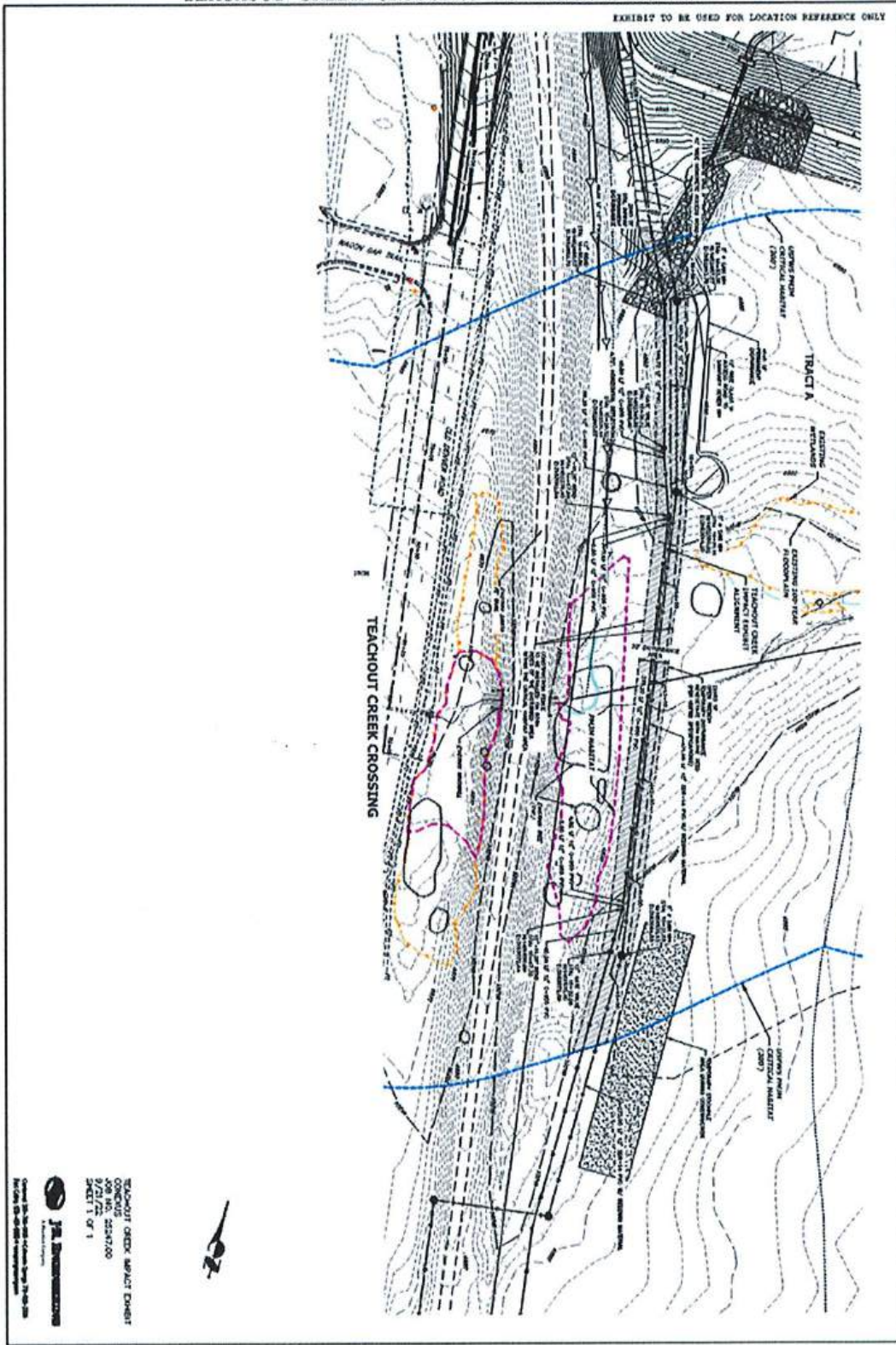
Attest:

\_\_\_\_\_  
Secretary

# EXHIBIT A



**EXHIBIT B  
CONEXUS  
TEACHOUT CREEK CROSSING LOCATION EXHIBIT**



TEACHOUT CREEK IMPACT DRAFT  
CONEXUS 2510120  
9/21/23  
SHEET 1 OF 1

**J.A. Engineering**  
A Division of  
Crestline Engineering, Inc. 200 S. 10th St.  
Lincoln, NE 68508-1000  
402.478.4444  
www.crestline-engineering.com

## EXHIBIT C

RE: Teachout Creek Utility Crossing - REV. 2

	Quantity	Units	Unit Price	Total Cost
<b>Site Work</b>				
Mobilization	1	LS	\$10,785.60	\$10,785.60
Clear & Grub	1	LS	\$5,114.17	\$5,114.17
12" Scarify & Recompact Access Trails	1	LS	\$3,369.38	\$3,369.38
Subgrade Prep & Placement of Concrete Rundown	1	LS	\$22,089.25	\$22,089.25
Import Class 6 Road Base	1	LS	\$3,566.87	\$3,566.87
8" Base Course Access Road (Place & Compact)	1	LS	\$5,205.18	\$5,205.18
Concrete Access Road Placement W/Thickend Ed	1	LS	\$16,042.50	\$16,042.50
Fine Grade Access trails & Concrete Rundown	1	LS	\$8,448.72	\$8,448.72
Cut Off Walls (Sta. 19+64.79 & Sta. 17+22.00)	2	EA	\$3,679.36	\$7,358.72
Rip-Rap	1	LS	\$11,255.52	\$11,255.52
Erosion Control	1	LS	\$45,921.94	\$45,921.94
6' Cut Off Walls (MH Sta. 21+91.14)	2	EA	\$3,679.36	\$7,358.72
10' Cut Off Wall (MH Sta. 17+20.06)	2	EA	\$6,124.75	\$12,249.49
			<b>Subtotal:</b>	<b>\$158,766.05</b>
<b>Teachout Creek Crossing - Sewer</b>				
12" Sewer Main	1,254	LF	\$70.91	\$88,919.68
16" Steel Casing	450	LF	\$246.23	\$110,801.45
5' DIA SASMH	5	EA	\$14,090.58	\$70,452.92
			<b>Subtotal:</b>	<b>\$270,174.05</b>
<b>Teachout Creek Crossing - Water</b>				
12" PVC Water Main	919	LF	\$105.27	\$96,740.51
12" Fusible PVC Water Main (Inc. Fusion)	358	LF	\$162.76	\$58,267.74
12" MJ 11.25	5	EA	\$1,107.08	\$5,535.42
12" Water Cap	1	LS	\$641.38	\$641.38
12" Gate Valve	4	EA	\$5,286.35	\$21,145.39
12" Water Main 45 Deg. Lowering	1	LS	\$9,453.31	\$9,453.31
16" Steel Casing	335	LF	\$261.37	\$87,560.18
12" MJ 45 (For Lowering)	1	LS	\$3,071.58	\$3,071.58
Reverse Anchors for Lowering	1	LS	\$3,370.50	\$3,370.50
			<b>Subtotal:</b>	<b>\$288,850.49</b>
12" MJ Long Sleeves	2	EA	\$1,532.24	\$3,064.48
			<b>Subtotal:</b>	<b>\$288,850.49</b>
<b>Electric</b>				
Electrical (Trenching & Backfil Only)	1	LS	\$16,430.06	\$16,430.06
Install 1 1/4" Pipe	1	LS	\$1,797.04	\$1,797.04
			<b>Subtotal:</b>	<b>\$18,227.10</b>
<b>Allowance</b>				
Dewatering Allowance	1	LS	\$4,740.12	\$4,740.12
			<b>Subtotal:</b>	<b>\$4,740.12</b>
			<b>Grand Total:</b>	<b>\$740,757.81</b>

Gordon Construction 1/30/2025 Bid	= \$740,757.81
MVEA 6" and 1.25" Conduit (Material Only)	= \$ 11,779.00
Construction and Material Testing (Estimate)	= \$ 10,000.00
Survey and Construction Staking (Estimate)	= \$ 7,500.00
TOTAL	= \$ 770,036.81
7% Contingency	= \$ 53,902.58
<b>GRAND TOTAL</b>	<b>= \$ 823,939.39</b>

**EXHIBIT D**

After recording, please  
return to:

WHITE BEAR ANKELE TANAKA &  
WALDRON  
2154 E. Commons Avenue  
Suite 2000  
Centennial, Colorado 80122

(Space above this line for recorder's use only)

**STATEMENT OF CONSENSUAL LIEN**

In accordance with Title 32 and Title 38 of the Colorado Revised Statutes, TRIVIEW METROPOLITAN DISTRICT, (the "Lien Claimant"), a quasi-municipal corporation and political subdivision of the State of Colorado, makes the following Statement of Lien:

**FIRST:** That the name of the owner(s) or reputed owner(s) of such property to be charged with the lien are:

**CONEXUS LLC  
2 N. Cascade Ave, Suite 1280, Colorado Springs, CO 80903**

**SECOND:** That the name and mailing address of the Lien Claimant is:

**TRIVIEW METROPOLITAN DISTRICT  
C/O WHITE BEAR ANKELE TANAKA & WALDRON  
2154 EAST COMMONS AVENUE, SUITE 2000  
CENTENNIAL, COLORADO 80122**

**THIRD:** That the real property to be charged with such lien is described as follows:

**LOT 2 CONEXUS FILING NO. 2, COUNTY OF EL PASO, STATE OF COLORADO  
consisting of approximately 22.92 acres.**

As located in Monument CO 80132 in the County of El Paso, State of Colorado.

**FOURTH:** That the amount of indebtedness currently due or owing to the Lien Claimant as of the date hereon for which said lien is claimed is an amount of the Requisitioned Amounts not expected to exceed \$825,000 plus any valid cost overruns caused by approved change orders or the amount Lien Claimant has paid for Requisitioned Amounts as defined in the Teachout Creek Crossing Improvements Agreement between the Lien Claimant, Conexus LLC and Conexus Metropolitan District No. 1, dated March 3, 2025 (the "Agreement").

**FIFTH:** That the amount of indebtedness currently due or owing to the Lien Claimant for which this lien is claimed, is held for and on account of Requisitioned Amounts, as defined in the Agreement, including interest and/or attorneys' fees, due to the Lien Claimant.

**SIXTH:** That the amount of indebtedness claimed by the Lien Claimant and evidenced by this Statement of Lien shall perpetually be subject to increases due to additional unpaid interest and/or attorneys' fees which shall continue to accrue until such time as this lien is released.

**SEVENTH:** That the lien claimed by the Lien Claimant is a statutory, perpetual lien pursuant to § 32-1-1001(1)(j)(I), C.R.S.

**LIEN CLAIMANT:  
TRIVIEW METROPOLITAN DISTRICT**

By:

George Rowley, Attorney Registration #31089  
WHITE BEAR ANKELE TANAKA & WALDRON  
2154 East Commons Avenue, Suite 2000  
Centennial, Colorado 80122  
On behalf of Lien Claimant

STATE OF COLORADO )  
 ) ss  
COUNTY OF EI PASO )

I, George Rowley, being of lawful age and being first duly sworn upon oath, do say that I am legal counsel to the TRIVIEW METROPOLITAN DISTRICT, the Lien Claimant herein named; that I have read this Statement of Lien, the evidence of indebtedness referenced by this Statement of Lien, and know the contents thereof; and that the same is true and correct, to the best of my knowledge, information and belief, and is made on behalf of the Lien Claimant.

By: \_\_\_\_\_  
George Rowley, Attorney Registration No. 31089

Subscribed and sworn to before me in the County of \_\_\_\_\_, State of Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_.

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

Witness my hand and official seal

By:

Notary Public

**Consent:** Conexus LLC hereby consents to imposition of this consensual lien on the Property which lien shall run with the Property. As evidence of such consensual lien, this Statement of Consensual Lien shall be recorded in the real property records of the County of El Paso against the Property described above, subject to release as provided hereby and in the Agreement. All liens contemplated herein may be foreclosed in any manner



authorized by law at such time as the Lien Claimant determines that it has not been paid as required by the Agreement.

**CONEXUS, LLC**

\_\_\_\_\_  
By: Brock R. Chapman, President, Schuck Communities, Inc. its Manager

Subscribed and sworn to before me in the County of \_\_\_\_\_, State of Colorado  
this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_.

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

Witness my hand and official seal

By: \_\_\_\_\_  
Notary Public



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

**DISBURSEMENTS OVER \$5,000**  
**March 3, 2025**

**Paid Invoices Over \$5,000 For 2024**

- 1. Hydro Resources** **\$105,370.00**

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Enterprise Fund – Water System – Repairs & Maintenance (A-7)
  
- 2. JHL Constructors Inc.** **\$6,788.00**

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Capital Project –Enterprise – Water Improvements -AVIC (Recharge Ponds & Diversion)
  
- 3. Kimley Horn** **\$11,012.01**

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Capital Project - General – Park & Street Improvements – Higby Road Design & Construction Escrow Account (2 invoices)
  
- 4. Vivid Engineering Group** **\$5,641.25**

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Capital Project - General – Park & Street Improvements – Higby Road Design & Construction

**Paid Invoices Over \$5,000 For 2025**

- 1. Colorado Springs Utilities** **\$153,909.00**

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Enterprise Fund – Water System – Operation & Maintenance - Convey, Treat, & Deliver (CTD)
  
- 2. Colorado Springs Utilities** **\$564,393.00**

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Enterprise Fund – Water Improvements – AOS – WRSF/CSU

- |   |                     |
|---|---------------------|
| <b>3. Donala Water &amp; Sanitation District</b>  | <b>\$58,950.30</b>  |
| Enterprise Fund –Wastewater Operations -Wastewater-System-Wastewater – TF/Donala/IGA                        |                     |
| <b>4. Fountain Mutual Irrigation Company</b>  | <b>\$110,985.00</b> |
| Enterprise Fund – Water System - Water & Ditch Assessments  |                     |
| <b>5. Ground Floor Media</b>  | <b>\$5,271.31</b>   |
| General /Enterprise Fund – Professional Services - Public Relations   |                     |
| <b>6. Ground Floor Media</b>  | <b>\$7,365.52</b>   |
| General /Enterprise Fund – Professional Services - Public Relations   |                     |
| <b>7. LRE Water</b>   | <b>\$36,473.75</b>  |
| Capital Project –Enterprise – Water Improvements – Pueblo Reservoir – Excess Capacity Leasing & Permitting  |                     |
| <b>8. Public Alignment Communication</b>  | <b>\$13,075.00</b>  |
| General Fund – Geneal Administration – Election   |                     |
| <b>9. Timber Line Electric &amp; Controm Corporation</b>  | <b>\$7,183.12</b>   |
| Enterprise Fund – Water System – Operating Supplies   |                     |
| <b>10. White Bear Ankele Tanaka &amp; Waldron</b>   | <b>\$9,779.02</b>   |
| General Fund – Professional Services – Legal Fees   |                     |
| <b>11. Monson, Cummins &amp; Shoheit, LLC</b>   | <b>\$15,981.75</b>  |
| Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shoheit                               |                     |
| <b>12. A to Z Recreation</b>  | <b>\$24,230.00</b>  |
| Capital Project–General – Park & Street Improvements – Playground Improvements – Shade Structure Train Park |                     |

<b>13. PSM Property 3, LLC</b>	<b>\$28,160.00</b>
General Fund – General Administration – Office Overhead – Rent for 2025	
<b>14. RESPEC Company LLC</b>	<b>\$10,924.76</b>
General Fund – Professional Services – Professional Services Engineering	
<b>15. RESPEC Company LLC</b>	<b>\$24,411.25</b>
Capital Project –Enterprise – Water Improvements – Tank Design	
<b>16. Key &amp; Lauer</b>	<b>\$7,290.00</b>
Capital Project –General – Vehicles & Equipment – Land & Design for Office Building	
<b>17. Magellan Strategies</b>	<b>\$12,500.00</b>
General Fund – Professional Services – Professional Services – Public Relations	
<b>18. Pipestone Equipment</b>	<b>\$5,800.00</b>
Enterprise Fund – Water System – Repairs & Maintenance	
<b>19. Summit Water Engineers, Inc.</b>	<b>\$6,507.50</b>
Capital Project –Enterprise – Water Improvements – Excelsior Exchange Case	
<b>20. Creekside Development Inc.</b>	<b>\$1,364,925.00</b>
Reimbursement for JCN Infrastructure Agreement dated May 2020	
<b>21. Town Of Monument</b>	<b>\$6,500.00</b>
Capital Project –General – Vehicles & Equipment – Land & Design for Office Building (2 invoices)	
<b>22. Envirotech</b>	<b>\$5,944.05</b>
General Fund – Streets Operation & Maintenance – Sand & Salt for Roads	

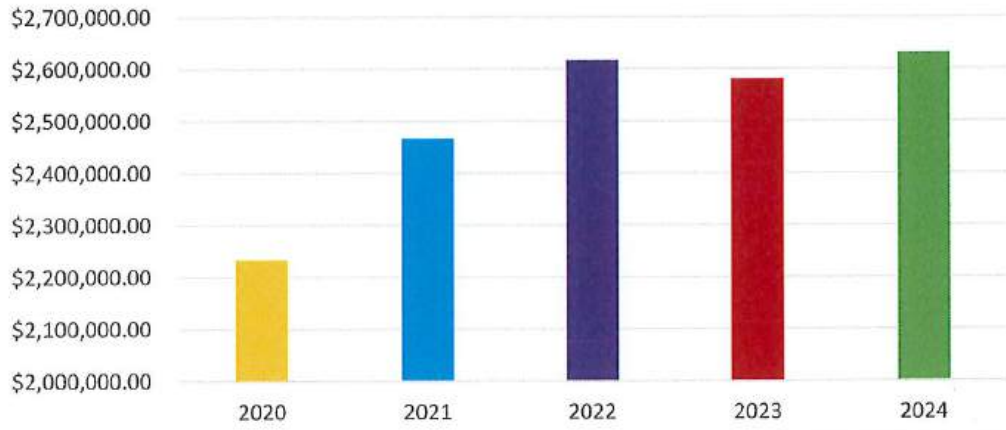
**Total Over \$5,000.00 = \$2,609,307.59**



**TRIVIEW METROPOLITAN DISTRICT**  
**Financial Statements**  
**January 2025**  
**Unaudited**

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

**Town of Monument**  
Sales Tax Revenue  
December- YTD  
2020 thru 2024



**CASH POSITION**  
**January 31, 2025**



TRIVIEW METROPOLITAN DISTRICT

Cash Position - 2025

Fund/Account	Balance												
	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25
<b>General/Enterprise Funds Cash Accounts</b>													
General Fund - Checking Account	32,048	25,470	0	0	0	0	0	0	0	0	0	0	0
KeyBank #1567													
Enterprise Fund - Checking Account	56	56	0	0	0	0	0	0	0	0	0	0	0
KeyBank #1575													
General Fund - Sanctuary Park Checking Account	10,212	9,649	0	0	0	0	0	0	0	0	0	0	0
Vecra Bank #7357													
General/Enterprise Operating Account	323,477	130,515	0	0	0	0	0	0	0	0	0	0	0
Vecra Bank #0022													
<b>General/Enterprise Funds Cash Accounts</b>	365,793	165,690	0	0	0	0	0	0	0	0	0	0	0
<b>General/Enterprise Fund Investment Accounts</b>													
General/Enterprise Sweep Account	819,761	488,008	0	0	0	0	0	0	0	0	0	0	0
Vecra Bank #0550													
General Fund Investment Account - Sales Tax Revenue	3,555,389	3,596,252	0	0	0	0	0	0	0	0	0	0	0
ColoTrust #8002													
Enterprise Fund Reserve Account	960,977	964,671	0	0	0	0	0	0	0	0	0	0	0
ColoTrust #8001													
Enterprise Fund - Money Market	6	6	0	0	0	0	0	0	0	0	0	0	0
KeyBank #7892													
Tap Fee Escrow Account	894	898	0	0	0	0	0	0	0	0	0	0	0
ColoTrust #8003													
Escrow Account-Renewable Water Fees	2,016,041	2,023,790	0	0	0	0	0	0	0	0	0	0	0
ColoTrust #8004 - GL #500-100-102.06													
Escrow Account-Sewer and Water Impact Fees	815,623	818,757	0	0	0	0	0	0	0	0	0	0	0
ColoTrust #8006													
<b>General/Enterprise Fund Investment Accounts</b>	8,168,691	7,892,382	0	0	0	0	0	0	0	0	0	0	0
<b>Capital Projects Fund Accounts</b>													
Capital Projects Fund Checking Account	940	403	0	0	0	0	0	0	0	0	0	0	0
KeyBank #2516													
Capital Projects Fund Checking Account	15,619	0	0	0	0	0	0	0	0	0	0	0	0
Vecra Bank #0030													
Capital Projects Fund Sweep Account	1,307,405	642,353	0	0	0	0	0	0	0	0	0	0	0
Vecra Bank #0568													
Capital Projects Fund-General-Highby Escrow	654,854	654,854	0	0	0	0	0	0	0	0	0	0	0
KeyBank #9922													
<b>Capital Projects Fund Cash Accounts</b>	1,978,818	1,297,610	0	0	0	0	0	0	0	0	0	0	0
<b>Bond Accounts - Restricted</b>													
2016 Bond Funds - Restricted	2,069,788	2,076,977	0	0	0	0	0	0	0	0	0	0	0
Series 2016 Bond Fund													
BOK Financial													
Series 2016 Revenue Fund - (Property Tax)	0	509	0	0	0	0	0	0	0	0	0	0	0
BOK Financial													
<b>Bond Funds - Totals - Restricted</b>	2,069,788	2,077,486	0	0	0	0	0	0	0	0	0	0	0
<b>Total Cash - All Funds</b>	12,583,090	11,433,168	0	0	0	0	0	0	0	0	0	0	0
<b>Month to Month Change</b>	(1,149,922)												

Note 1 Restricted Accounts

# **FUND BALANCE SUMMARY**

**January 31, 2025**

# TRIVIEW METROPOLITAN DISTRICT

January 31, 2025

## Fund Summary

### GENERAL FUND

	Public Works/ Streets	Parks and Open Space	Debt Service	Total
Total Revenue	\$ 198,382	\$ 102,197	\$ 16,817	\$ 317,395
Total Expenditures	190,633	95,827	4,061	290,521
Net Excess (Deficiency)	\$ 7,749	\$ 6,370	\$ 12,756	\$ 26,874
			Less: Transfer to Capital Projects Fund	\$ 23,384
			Transfer to Enterprise Fund	\$ 67,000
			Net Excess (Deficiency) - 2025	\$ (63,510)
			Beginning Fund Balance - January 1, 2025 - unrestricted - Unaudited	\$ 6,429,816
			Less: Debt Service - Restricted	\$ 12,756
			Ending Fund Balance - January 31, 2025 - unrestricted	\$ 6,353,551

### WATER AND WASTEWATER ENTERPRISE FUND

	Water Operations	Wastewater Operations	Debt Service	Total
Total Revenue	\$ 250,620	\$ 232,094	\$ 19,582	\$ 502,295
Transfer from General Fund	-	-	67,000	67,000
Total Expenditures	186,508	139,419	-	325,926
Net Excess (Deficiency)	\$ 64,112	\$ 92,675	\$ 86,582	\$ 243,369
			Less: Transfer to Capital Projects Fund	\$ -
			Net Excess (Deficiency) - 2025	\$ 243,369
			Beginning Fund Balance - January 1, 2025 - Unaudited	\$ 5,033,010
			Ending Fund Balance - January 31, 2025 - unrestricted	\$ 5,276,379

### CAPITAL PROJECTS - GENERAL FUND

	Total
Total Revenue	\$ -
Plus: Transfer from General Fund	23,384
Highby Road Escrow	-
Total Expenditures	(23,384)
	Net Excess (Deficiency)
	\$ -
	Beginning Fund Balance - January 1, 2025
	\$ -
	Ending Fund Balance - January 31, 2025 - unrestricted
	\$ -

### CAPITAL PROJECTS - ENTERPRISE FUND

	Total
Total Revenue	\$ 14,924
Plus:	
Transfer from Enterprise Fund	-
Total Expenditures	(1,114)
	Net Excess (Deficiency)
	\$ 13,810
	Beginning Fund Balance - January 1, 2025- unrestricted
	\$ -
	Ending Fund Balance - January 31, 2025 - unrestricted
	\$ 13,810

**GENERAL FUND**  
**Cost Allocation**  
**January 31, 2025**

**TRIVIEW METROPOLITAN DISTRICT  
GENERAL FUND**

**PUBLIC WORKS/STREETS**

**For the One Month Ending January 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
<b>REVENUE</b>				
Sales Tax/IGA/Town - Estimated	\$ 1,782,000	\$ 144,540	\$ (1,637,460)	8%
Property Tax - Operations	775,780	2,621	(773,159)	0%
Property Tax/IGA/Town	297,031	-	(297,031)	0%
Specific Ownership Tax	215,160	22,027	(193,133)	10%
Auto Tax/IGA/Town - Estimated	141,900	17,979	(123,921)	13%
Interest	145,200	9,763	(135,437)	7%
Drainage Impact Fees	103,125	-	(103,125)	0%
Road and Bridge Fees	300,000	-	(300,000)	0%
Forest Lakes- Streets/ Parks Maintenance Revenue	75,000	-	(75,000)	0%
Use Tax - Construction Material	198,000	-	(198,000)	0%
Use Tax - Town	16,500	244	(16,256)	1%
Miscellaneous - (includes Safety Grant)	26,400	1,212	(25,188)	5%
<b>Total Revenue</b>	<b>\$ 4,076,096</b>	<b>\$ 198,385</b>	<b>\$ (3,877,710)</b>	<b>5%</b>
<b>EXPENDITURES</b>				
<b><u>Legislative</u></b>				
Directors' Fees	\$ 6,930	\$ 198	\$ 6,732	3%
FICA and Unemployment	554	20	535	4%
Workers Compensation Insurance	33	30	3	90%
<b>Total Legislative</b>	<b>\$ 7,517</b>	<b>\$ 248</b>	<b>\$ 7,270</b>	<b>3%</b>
<b><u>General and Administrative</u></b>				
<b><u>Salaries and Benefits</u></b>				
Salaries/Wages	\$ 149,441	\$ 16,087	\$ 133,354	11%
Unemployment Insurance	412	281	131	68%
Workers' Compensation Insurance	759	954	(195)	126%
Health and Dental Insurance	16,031	-	16,031	0%
Employer's FICA	8,588	985	7,603	11%
Employer's Medicare	2,008	234	1,774	12%
Retirement	6,927	-	6,927	0%
Life and Disability Insurance	1,558	-	1,558	0%
<b>Total Salaries and Benefits</b>	<b>\$ 185,723</b>	<b>\$ 18,541</b>	<b>\$ 167,183</b>	<b>10%</b>
<b><u>Professional Services</u></b>				
Professional Services-Engineering	\$ 33,000	\$ -	\$ 33,000	0%
Professional Services-Public Relations	16,500	-	16,500	0%
Legal Fees/Monson, Cummins & Shohet	6,600	-	6,600	0%
Legal Fees	49,500	-	49,500	0%
<b>Total Professional Services</b>	<b>\$ 105,600</b>	<b>\$ -</b>	<b>\$ 105,600</b>	<b>0%</b>
<b><u>General Administration</u></b>				
Accounting Services	\$ 45,012	\$ -	\$ 45,012	0%
Audit Fees	9,900	-	9,900	0%
Conference, Class and Education	12,804	752	12,052	6%
Dues, Publications and Subscriptions	9,900	-	9,900	0%
Election	14,850	-	14,850	0%
IT Support	39,600	1,801	37,799	5%
Office Equipment and Supplies	6,600	207	6,393	3%
Publication - Legal Notice	660	-	660	0%

**TRIVIEW METROPOLITAN DISTRICT  
GENERAL FUND**

**PUBLIC WORKS/STREETS**

**For the One Month Ending January 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
Repairs and Maintenance	1,320	-	1,320	0%
Telephone Service	17,820	1,400	16,420	8%
Travel and Meeting Expense	3,960	26	3,934	1%
Office Overhead (COA, utilities, rent, etc.)	31,680	1,739	29,941	5%
General Insurance	42,534	36,229	6,305	85%
Tax Collection Expense - Operations	11,621	40	11,582	0%
Vehicle Expense	8,580	152	8,428	2%
Contingency/Emergency Reserves/Miscellaneous	6,600	1,189	5,411	18%
Total General Administration	<u>\$ 263,441</u>	<u>\$ 43,535</u>	<u>\$ 219,906</u>	<u>17%</u>
<b>Total General Administrative, Legislative and Professional Services</b>	<u><b>\$ 562,282</b></u>	<u><b>\$ 62,323</b></u>	<u><b>\$ 499,959</b></u>	<u><b>11%</b></u>

**Operations**

**Salaries and Benefits- Streets and Parks**

Salaries/Wages	\$ 608,146	\$ 72,288	\$ 535,858	12%
Salaries/Wages - Seasonal	26,400	-	26,400	0%
Overtime/On-call	29,700	6,072	23,628	20%
Unemployment Insurance	1,167	406	761	35%
Workers' Compensation Insurance	14,190	19,399	(5,209)	137%
Health and Dental Insurance	126,105	-	126,105	0%
Employer's FICA	38,387	4,887	33,500	13%
Employer's Medicare	8,978	1,143	7,835	13%
Retirement	30,957	-	30,957	0%
Life and Disability Insurance	6,415	-	6,415	0%
Total Salaries and Benefits - Streets and Parks	<u>\$ 890,445</u>	<u>\$ 104,195</u>	<u>\$ 786,250</u>	<u>12%</u>

**Streets Operations and Maintenance**

Operations and Maintenance - (includes Crack Seal)	\$ 60,000	\$ 1,083	\$ 58,917	2%
Vehicle Maintenance/Plowing and Snow Removal	32,000	3,001	28,999	9%
Customer Sidewalk Repair	3,000	-	3,000	0%
District Sidewalk Repair/ADA Ramps	35,000	-	35,000	0%
Contract Snow Removal/Equipment Rental	-	-	-	0%
Streets- Engineering	3,000	-	3,000	0%
Engineering - TOM	1,000	-	1,000	0%
Fuel	20,000	-	20,000	0%
Contract Street Sweeping	18,000	-	18,000	0%
Bear Creek	-	-	-	0%
Sand and Salt for Roads	40,000	19,235	20,765	48%
Supplies	1,000	-	1,000	0%
Total Streets	<u>\$ 218,000</u>	<u>\$ 23,319</u>	<u>\$ 194,681</u>	<u>11%</u>
<b>Total Streets O &amp; M</b>	<u><b>\$ 1,108,445</b></u>	<u><b>\$ 127,514</b></u>	<u><b>\$ 980,931</b></u>	<u><b>12%</b></u>

**Lighting**

MVE Operation and Maintenance	\$ 11,220	\$ -	\$ 11,220	0%
Repair and Maintenance	1,980	-	1,980	0%
Total Lighting	<u>\$ 13,200</u>	<u>\$ -</u>	<u>\$ 13,200</u>	<u>0%</u>

**TRIVIEW METROPOLITAN DISTRICT**  
**GENERAL FUND**  
**PUBLIC WORKS/STREETS**  
**For the One Month Ending January 31, 2025**  
**Unaudited**

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
<b><u>Signage</u></b>				
Repairs and Maintenance	\$ 13,200	\$ 796	\$ 12,404	6%
Total Signage	<b>\$ 13,200</b>	<b>\$ 796</b>	<b>\$ 12,404</b>	<b>6%</b>
<b><u>Traffic Control</u></b>				
Operation and Maintenance	\$ 78,000	\$ -	\$ 78,000	0%
Operation and Maintenance- Signal Repair	10,000	-	10,000	0%
Repairs and Maintenance - Striping	59,350	-	59,350	0%
Total Traffic Control	<b>\$ 147,350</b>	<b>\$ -</b>	<b>\$ 147,350</b>	<b>0%</b>
<b><u>Drainage/Erosion Control</u></b>				
Repairs and Maintenance (includes Concrete work)	\$ -	\$ -	\$ -	0%
Stormwater Pond Maintenance Repair	20,000	-	20,000	0%
Stormwater Inlet Maintenance	-	-	-	0%
Total Drainage/Erosion Control	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>0%</b>
<b>Total Expenditures - Public Works/Streets</b>	<b>\$ 1,864,477</b>	<b>\$ 190,633</b>	<b>\$ 1,673,844</b>	<b>10%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 2,211,618</b>	<b>\$ 7,752</b>	<b>\$ (2,203,867)</b>	

**GENERAL FUND  
PARKS AND OPEN SPACE  
For the One Month Ending January 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
<b>REVENUE - Parks and Open Space</b>				
Sales Tax/IGA/Town - Estimated	\$ 918,000	\$ 74,460	\$ (843,540)	8%
Property Tax - Operations	399,644	1,350	(398,294)	0%
Property Tax/IGA/Town	153,016	-	(153,016)	0%
Specific Ownership Tax	110,840	11,347	(99,493)	10%
Park, Rec and Landscape Fees	252,975	-	(252,975)	0%
Forest Lakes- Streets/ Parks Maintenance Revenue	75,000	-	(75,000)	0%
Auto Tax/IGA/Town - Estimated	73,100	9,262	(63,838)	13%
Interest	74,800	5,029	(69,771)	7%
Use Tax - Construction Material	102,000	-	(102,000)	0%
Use Tax- Town	8,500	126	(8,374)	1%
Conservation Trust Fund	41,000	-	(41,000)	0%
Programing Fees - Sanctuary Park	6,000	-	(6,000)	0%
Miscellaneous - (includes Safety Grant)	13,600	624	(12,976)	5%
<b>Total Revenue</b>	<b>\$ 2,228,475</b>	<b>\$ 102,199</b>	<b>\$ (2,126,277)</b>	<b>5%</b>
<b>EXPENDITURES</b>				
<b><u>Legislative</u></b>				
Directors' Fees	\$ 3,570	\$ 102	\$ 3,468	3%
FICA and Unemployment	286	10	275	4%
Workers Compensation Insurance	17	15	2	90%
<b>Total Legislative</b>	<b>\$ 3,873</b>	<b>\$ 128</b>	<b>\$ 3,745</b>	<b>3%</b>
<b><u>General and Administrative</u></b>				
<b><u>Salaries and Benefits</u></b>				
Salaries/Wages	\$ 76,985	\$ 8,287	\$ 68,698	11%
Unemployment Insurance	212	145	68	68%
Workers' Compensation Insurance	391	491	(100)	126%
Health and Dental Insurance	8,258	-	8,258	0%
Employer's FICA	4,424	508	3,916	11%
Employer's Medicare	1,035	121	914	12%
Retirement	3,568	-	3,568	0%
Life and Disability Insurance	802	-	802	0%
<b>Total Salaries and Benefits</b>	<b>\$ 95,676</b>	<b>\$ 9,551</b>	<b>\$ 86,124</b>	<b>10%</b>
<b><u>Professional Services</u></b>				
Professional Services-Engineering	\$ 17,000	\$ -	\$ 17,000	0%
Professional Services-Public Relations	8,500	-	8,500	0%
Legal Fees/Monson, Cummins & Shohet	3,400	-	3,400	0%
Legal Fees	25,500	-	25,500	0%
<b>Total Professional Services</b>	<b>\$ 54,400</b>	<b>\$ -</b>	<b>\$ 54,400</b>	<b>0%</b>
<b><u>General Administration</u></b>				
Accounting Services	\$ 23,188	\$ -	\$ 23,188	0%
Audit Fees	5,100	-	5,100	0%
Conference, Class and Education	6,596	388	6,208	6%
Dues, Publications and Subscriptions	5,100	-	5,100	0%
Election	7,650	-	7,650	0%
IT Support	20,400	928	19,472	5%
Office Equipment and Supplies	3,400	107	3,293	3%
Publication - Legal Notice	340	-	340	0%
Repairs and Maintenance	680	-	680	0%
Telephone Service	9,180	721	8,459	8%
Travel and Meeting Expense	2,040	13	2,027	1%
Office Overhead (COA, utilities, rent, etc.)	16,320	896	15,424	5%



**GENERAL FUND  
PARKS AND OPEN SPACE  
For the One Month Ending January 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
General Insurance	21,911	18,663	3,248	85%
Tax Collection Expense - Operations	5,987	20	5,966	0%
Vehicle Expense	4,420	78	4,342	2%
Contingency/Emergency Reserves/Miscellaneous	3,400	613	2,787	18%
Total General Administration	<u>\$ 135,712</u>	<u>\$ 22,427</u>	<u>\$ 113,285</u>	<u>17%</u>
<b>Total Parks - Administrative, Professional Services, etc.</b>	<u><b>\$ 289,660</b></u>	<u><b>\$ 32,106</b></u>	<u><b>\$ 257,554</b></u>	<u><b>11%</b></u>
<b><u>Operations</u></b>				
<b><u>Salaries and Benefits- Streets and Parks</u></b>				
Salaries/Wages	\$ 313,288	\$ 37,240	\$ 276,048	12%
Salaries/Wages - Seasonal	13,600	-	13,600	0%
Overtime/On-call	15,300	3,128	12,172	20%
Unemployment Insurance	601	209	392	35%
Workers' Compensation Insurance	7,310	9,993	(2,683)	137%
Health and Dental Insurance	64,963	-	64,963	0%
Employer's FICA	19,775	2,517	17,258	13%
Employer's Medicare	4,625	589	4,036	13%
Retirement	15,947	-	15,947	0%
Life and Disability Insurance	3,305	-	3,305	0%
Total Salaries and Benefits - Parks	<u>\$ 458,714</u>	<u>\$ 53,676</u>	<u>\$ 405,038</u>	<u>12%</u>
<b><u>Parks and Open Space O &amp; M</u></b>				
Repair of Facilities	\$ 6,000	\$ -	\$ 6,000	0%
Annual Flower and Shrub replacement Program	10,000	-	10,000	0%
Holiday Lights	2,500	-	2,500	0%
Lawn Fertilizer, Tree Fertilizer and Weed Control Program	30,000	8,170	21,830	27%
Park Irrigation Water Payments	325,000	-	325,000	0%
Repair and Maintenance	110,000	564	109,436	1%
Supplies/Trees Replacement	6,000	143	5,857	2%
Tools	2,500	-	2,500	0%
Equipment and Projects	1,000	-	1,000	0%
Clothing and Safety Equipment	15,000	194	14,806	1%
Vehicle Expense- Fuel	20,000	-	20,000	0%
Sanctuary Park	300	564	(264)	0%
Back Flow Inspection	-	-	-	0%
ET 3 Year Subscription	-	-	-	0%
Total Parks and Open Space O & M	<u>\$ 528,300</u>	<u>\$ 9,635</u>	<u>\$ 518,665</u>	<u>2%</u>
<b>Total Parks O &amp; M</b>	<u><b>\$ 987,014</b></u>	<u><b>\$ 63,311</b></u>	<u><b>\$ 923,703</b></u>	<u><b>6%</b></u>
<b><u>Lighting</u></b>				
MVE Operation and Maintenance	\$ 5,780	\$ -	\$ 5,780	0%
Repair and Maintenance	1,020	-	1,020	0%
Total Lighting	<u>\$ 6,800</u>	<u>\$ -</u>	<u>\$ 6,800</u>	<u>0%</u>
<b><u>Signage</u></b>				
Repairs and Maintenance	\$ 6,800	\$ 410	\$ 6,390	6%
Total Signage	<u>\$ 6,800</u>	<u>\$ 410</u>	<u>\$ 6,390</u>	<u>6%</u>
<b>Total Conservation Trust Fund Projects</b>	<u><b>\$ 42,000</b></u>	<u><b>\$ -</b></u>	<u><b>\$ 42,000</b></u>	<u><b>0%</b></u>
<b>Total Expenditures - Parks and Open Space</b>	<u><b>\$ 1,332,274</b></u>	<u><b>\$ 95,827</b></u>	<u><b>\$ 1,236,447</b></u>	<u><b>7%</b></u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u><b>\$ 896,201</b></u>	<u><b>\$ 6,372</b></u>	<u><b>\$ (889,829)</b></u>	

**TRIVIEW METROPOLITAN DISTRICT  
GENERAL FUND  
DEBT SERVICE**

For the One Month Ending January 31, 2025

Unaudited

	<u>2025 Budget</u>	<u>YTD Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget (YTD 8%)</u>
<b>REVENUE</b>				
Property Tax	\$ 2,531,683	\$ 8,553	\$ (2,523,130)	0%
Interest - GO Bond	75,000	8,275	(66,725)	11%
<b>Total Revenue</b>	<u>\$ 2,606,683</u>	<u>\$ 16,828</u>	<u>\$ (2,589,855)</u>	<u>1%</u>
<b>EXPENDITURES</b>				
<b><u>Administrative</u></b>				
Tax Collection Expense	\$ 37,924	\$ 128	\$ 37,796	0%
Total Administrative	<u>\$ 37,924</u>	<u>\$ 128</u>	<u>\$ 37,796</u>	<u>0%</u>
<b><u>Debt Service</u></b>				
Bond Interest Payment	\$ 1,738,913	\$ -	\$ 1,738,913	0%
Bond Principal Payment	885,000	-	885,000	0%
Paying Agent Fees	8,000	3,933	4,067	49%
<b>Total Debt Service</b>	<u>\$ 2,631,913</u>	<u>\$ 3,933</u>	<u>\$ 2,627,980</u>	<u>0%</u>
<b>Total Expenditures</b>	<u>\$ 2,669,837</u>	<u>\$ 4,061</u>	<u>\$ 2,665,776</u>	<u>0%</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u>\$ (63,154)</u>	<u>\$ 12,767</u>	<u>\$ 75,921</u>	

**ENTERPRISE FUND**

**Cost Allocation**

**January 31, 2025**

TOWN OF MONSON DISTRICT  
**WATER AND WASTEWATER ENTERPRISE FUND**

**Water Operations**

**For the One Month Ending January 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
<b>REVENUE</b>				
Water Revenue	\$ 3,767,082	\$ 114,740	\$ (3,652,342)	3%
Base Rate/Capital Improvement Fee	1,566,000	119,920	(1,446,080)	8%
Contract Sewer and Water Service - Forest Lakes	112,167	-	(112,167)	0%
Lot Inspection Fees	7,000	-	(7,000)	0%
Water Meter Kits	56,250	-	(56,250)	0%
Administrative Fee	176,400	12,330	(164,070)	7%
Miscellaneous	35,000	3,630	(31,371)	10%
Bulk Water Revenue	5,000	-	(5,000)	0%
<b>Total Revenue</b>	<b>\$ 5,724,899</b>	<b>\$ 250,620</b>	<b>\$ (5,474,280)</b>	<b>4%</b>
<b>EXPENDITURES</b>				
<u>Administrative</u>				
<u>Salaries and Benefits</u>				
Salaries/Wages	\$ 606,365	\$ 68,284	\$ 538,082	11%
Overtime/On-call	20,000	1,390	18,610	7%
Unemployment Insurance	1,040	327	713	31%
Workers' Compensation Insurance	8,000	9,596	(1,596)	120%
Health and Dental Insurance	95,339	-	95,339	0%
Employer's FICA	38,381	4,316	34,065	11%
Employer's Medicare	8,978	1,010	7,969	11%
Retirement	30,951	-	30,951	0%
Life and Disability Insurance	5,161	-	5,161	0%
<b>Total Salaries and Benefits</b>	<b>\$ 814,214</b>	<b>\$ 84,922</b>	<b>\$ 729,292</b>	<b>10%</b>
<u>Professional Services</u>				
Professional Services- Engineering	\$ 30,000	\$ -	\$ 30,000	0%
Professional Services-Public Relations	12,500	-	12,500	0%
Professional Services/Amcobi/National Meter	67,500	4,999	62,501	7%
Development Services/Monson, Cummins & Shohet	75,000	-	75,000	0%
<b>Total Professional Services</b>	<b>\$ 185,000</b>	<b>\$ 4,999</b>	<b>\$ 180,001</b>	<b>3%</b>
<u>Administrative</u>				
Accounting Services	\$ 34,100	\$ -	\$ 34,100	0%
Audit Fees	7,500	-	7,500	0%
Conference, Class and Education	5,750	463	5,288	8%
Dues, Publications and Subscriptions	4,500	100	4,400	2%
Election Expense	11,250	-	11,250	0%
IT Support	30,000	1,365	28,636	5%
Office Equipment and Supplies	1,000	326	675	33%
Postage	750	-	750	0%
Publication - Legal Notice	500	-	500	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	10,000	840	9,161	8%
Travel and Meeting Expense	500	19	482	4%
Office Overhead (COA, utilities, rent, etc.)	7,000	916	6,084	13%
Clothing Uniform Rental and Safety Equipment	5,500	10	5,490	0%
General Insurance	47,055	44,582	2,473	95%
Vehicle Expense	25,000	-	25,000	0%
Bank Charges	7,200	596	6,605	8%
Miscellaneous	1,000	-	1,000	0%
<b>Total General Administration</b>	<b>\$ 198,605</b>	<b>\$ 49,214</b>	<b>\$ 149,391</b>	<b>25%</b>

**UNION COUNTY METRO DISTRICT  
WATER AND WASTEWATER ENTERPRISE FUND**

**Water Operations**

**For the One Month Ending January 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
<b>Total General Administrative</b>	<b>\$ 1,197,819</b>	<b>\$ 139,135</b>	<b>\$ 1,058,684</b>	<b>12%</b>
<b><u>Water System</u></b>				
Water Testing	\$ 50,000	\$ -	\$ 50,000	0%
Water/Accounting-Engineering	10,000	-	10,000	0%
Waste Disposal	1,000	-	1,000	0%
Sludge Disposal	20,000	-	20,000	0%
Gas Utilities	11,000	865	10,135	8%
Electric Utilities	200,000	-	200,000	0%
SCADA Support/Meter Calibration	21,000	492	20,508	2%
Repairs and Maintenance	300,000	8,914	291,086	3%
Storage Tank Maintenance	5,000	-	5,000	0%
Operating Supplies	30,000	-	30,000	0%
Bulk Chemical Supplies (Starting HMO Treatment)	9,735	-	9,735	0%
Lab Chemicals and Supplies	20,000	-	20,000	0%
Instrumentation (Turbidity Meters, 2-CL-17, Photo Eye Lit, Repair Kit)	15,000	-	15,000	0%
Tools	4,000	352	3,648	9%
Water and Ditch Assessments	162,000	36,750	125,250	23%
Water Lease (300 af)	6,000	-	6,000	0%
Leased Pueblo Reservoir Lease & Outlet	75,383	-	75,383	0%
Equipment Meter Supplies/Meter Kits	163,000	-	163,000	0%
Buena Vista Land Misc Expense	40,000	-	40,000	0%
CSU CTD Water (700 af)	2,131,174	-	2,131,174	0%
Lower Fountain Creek	12,943	-	12,943	0%
<b>Total Water System</b>	<b>\$ 3,287,235</b>	<b>\$ 47,373</b>	<b>\$ 3,239,862</b>	<b>1%</b>
<b>Total Expenditures</b>	<b>\$ 4,485,054</b>	<b>\$ 186,508</b>	<b>\$ 4,298,546</b>	<b>4%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 1,239,846</b>	<b>\$ 64,112</b>	<b>\$ (1,175,734)</b>	

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

**Wastewater Operations**

**For the One Month Ending January 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
<b>REVENUE</b>				
Sewer Revenue	\$ 2,756,177	\$ 228,464	\$ (2,527,713)	8%
Contract Sewer and Water Service - Forest Lakes	112,167	-	(112,167)	0%
Miscellaneous	35,000	3,630	(31,371)	10%
<b>Total Revenue</b>	<b>\$ 2,903,344</b>	<b>\$ 232,094</b>	<b>\$ (2,671,251)</b>	<b>8%</b>
<b>EXPENDITURES</b>				
<b><u>Administrative</u></b>				
<b><u>Salaries and Benefits</u></b>				
Salaries/Wages	\$ 606,365	\$ 68,284	\$ 538,082	11%
Overtime/On-call	20,000	1,390	18,610	7%
Unemployment Insurance	1,040	327	713	31%
Workers' Compensation Insurance	8,000	9,596	(1,596)	120%
Health and Dental Insurance	95,339	-	95,339	0%
Employer's FICA	38,381	4,316	34,065	11%
Employer's Medicare	8,978	1,010	7,969	11%
Retirement	30,951	-	30,951	0%
Life and Disability Insurance	5,161	-	5,161	0%
<b>Total Salaries and Benefits</b>	<b>\$ 814,214</b>	<b>\$ 84,922</b>	<b>\$ 729,292</b>	<b>10%</b>
<b><u>Professional Services</u></b>				
Professional Services- Engineering	\$ 30,000	\$ -	\$ 30,000	0%
Professional Services-Public Relations	12,500	-	12,500	0%
Professional Services/Amcobi/National Meter	67,500	4,999	62,501	7%
Development Services/Monson, Cummins & Shoheit	75,000	-	75,000	0%
<b>Total Professional Services</b>	<b>\$ 185,000</b>	<b>\$ 4,999</b>	<b>\$ 180,001</b>	<b>3%</b>
<b><u>Administrative</u></b>				
Accounting Services	\$ 34,100	\$ -	\$ 34,100	0%
Audit Fees	7,500	-	7,500	0%
Conference, Class and Education	5,750	463	5,288	8%
Dues, Publications and Subscriptions	4,500	100	4,400	2%
Election Expense	11,250	-	11,250	0%
IT Support	30,000	1,365	28,636	5%
Office Equipment and Supplies	1,000	326	675	33%
Postage	750	-	750	0%
Publication - Legal Notice	500	-	500	0%
Repairs and Maintenance	-	-	-	0%
Telephone Service	10,000	840	9,161	8%
Travel and Meeting Expense	500	19	482	4%
Office Overhead (COA, utilities, rent, etc.)	7,000	916	6,084	13%
Clothing Uniform Rental and Safety Equipment	5,500	10	5,490	0%
General Insurance	47,055	44,582	2,473	95%
Vehicle Expense	25,000	-	25,000	0%
Bank Charges	7,200	596	6,605	8%
Miscellaneous	1,000	-	1,000	0%
<b>Total General Administration</b>	<b>\$ 198,605</b>	<b>\$ 49,214</b>	<b>\$ 149,391</b>	<b>25%</b>
<b>Total General Administrative</b>	<b>\$ 1,197,819</b>	<b>\$ 139,135</b>	<b>\$ 1,058,684</b>	<b>12%</b>

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

**Wastewater Operations**

**For the One Month Ending January 31, 2025**

Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
<b><u>Wastewater System</u></b>				
Wastewater TF/Donala/IGA	\$ 853,379	\$ -	\$ 853,379	0%
Repairs and Maintenance	15,000	284	14,716	2%
Tools	-	-	-	0%
Wastewater-Engineering	-	-	-	0%
Video Collection System-Annual (2 Zones and Commercial)	-	-	-	0%
Operating Supplies	500	-	500	0%
Transit Loss	10,000	-	10,000	0%
Total Wastewater System	<u>\$ 878,879</u>	<u>\$ 284</u>	<u>\$ 878,595</u>	<u>0%</u>
<b><u>Wastewater System/Collections</u></b>				
Engineering	\$ 10,000	\$ -	\$ 10,000	0%
Tools	5,000	-	5,000	0%
Supplies/Uniforms	10,000	-	10,000	0%
Repairs and Maintenance	40,000	-	40,000	0%
Fuel	10,000	-	10,000	0%
Cleaning Mitigation	10,000	-	10,000	0%
Vehicle Maintenance	5,000	-	5,000	0%
Video Collection System-Annual (2 Zones and Commercial)	-	-	-	0%
Total Wastewater System/Collections	<u>\$ 90,000</u>	<u>\$ -</u>	<u>\$ 90,000</u>	<u>0%</u>
<b>Total Expenditures</b>	<u>\$ 2,166,698</u>	<u>\$ 139,419</u>	<u>\$ 2,027,279</u>	<u>6%</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u>\$ 736,647</u>	<u>\$ 92,675</u>	<u>\$ (643,972)</u>	

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

**For the One Month Ending January 31, 2025**

Unaudited

	<u>2025 Budget</u>	<u>YTD Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent of Budget (YTD 8%)</u>
<b>REVENUE</b>				
Renewable Water Fee	\$ 540,075	\$ -	\$ (540,075)	0%
Water Lease- Comanche	197,303	-	(197,303)	0%
Interest	330,000	19,582	(310,418)	6%
<b>Total Revenue</b>	<b>\$ 1,067,378</b>	<b>\$ 19,582</b>	<b>\$ (1,047,796)</b>	<b>2%</b>
<b>Debt Service</b>				
Paying Agent Fees and Accrued Interest	\$ 5,000	\$ -	\$ 5,000	0%
CWCB Loan Interest	233,892	-	233,892	0%
2018 Bond Issue- Debt Service	663,100	-	663,100	0%
2020B Bonds- Debt Service	643,650	-	643,650	0%
2020A Bond Issue- Debt Service	889,744	-	889,744	0%
<b>Total Debt Service</b>	<b>\$ 2,435,386</b>	<b>\$ -</b>	<b>\$ 2,435,386</b>	<b>0%</b>
<b>OTHER FINANCING SOURCES</b>				
Transfer from other funds	\$ 800,000	\$ 67,000	\$ (733,000)	8%
<b>Total Other Financing Sources</b>	<b>\$ 800,000</b>	<b>\$ 67,000</b>	<b>\$ (733,000)</b>	<b>8%</b>
<b>EXCESS OF REVENUE OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>\$ (568,008)</b>	<b>\$ 86,582</b>	<b>\$ 654,590</b>	



# **CAPITAL PROJECTS FUNDS**

**January 31, 2025**

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

**Budget Status Report - GAAP Basis  
For the One Month Ending January 31, 2025  
Unaudited**

	<b>2025 Budget</b>	<b>YTD Actual</b>	<b>Variance Favorable (Unfavorable)</b>	<b>Percent of Budget (YTD 8%)</b>
<b>REVENUE</b>				
Insurance Reimbursement	\$ -	\$ -	\$ -	0%
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
<b>EXPENDITURES</b>				
<b><u>Land, Vehicles and Equipment</u></b>				
Vehicles and Equipment	\$ -	\$ -	\$ -	0%
2024 Freightliner Dump Truck Plow Truck	279,273	-	279,273	0%
14 foot open Utility Trailer to haul District Equipment	5,297	5,539	(242)	105%
Land and Design for Office Building	754,557	-	754,557	0%
Z Spray Fertilizer and Broad Leaf Spray in house	23,000	-	23,000	0%
Scagg Standmower	12,500	-	12,500	0%
Ventrac 4500 Tractor with attachments	65,000	-	65,000	0%
Equipment Diagnostic Software for all fleet vehicles	15,000	13,260	1,740	88%
Shop Tool	8,000	4,585	3,415	57%
<b>Total Vehicles and Equipment</b>	<b>\$ 1,162,627</b>	<b>\$ 23,384</b>	<b>\$ 1,139,243</b>	<b>2%</b>
<b><u>Park and Street Improvements</u></b>				
Baseline Controller	\$ 15,000	\$ -	\$ 15,000	0%
Shade Structure/Train Park	30,000	-	30,000	0%
<b>Total Park and Street Improvements</b>	<b>\$ 45,000</b>	<b>\$ -</b>	<b>\$ 45,000</b>	<b>0%</b>
<b>Total Expenditures - District Capital</b>	<b>\$ 1,207,627</b>	<b>\$ 23,384</b>	<b>\$ 1,184,243</b>	<b>2%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (1,207,627)</b>	<b>\$ (23,384)</b>	<b>\$ 1,184,243</b>	
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from General Fund	\$ 1,207,627	\$ 23,384	\$ (1,184,243)	2%
Higby Road - Developer Contribution - Escrow	-	-	-	0%
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 1,207,627</b>	<b>\$ 23,384</b>	<b>\$ (1,184,243)</b>	<b>2%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**TRIVIEW METROPOLITAN DISTRICT**  
**CAPITAL PROJECTS FUND - ENTERPRISE**  
**Budget Status Report - GAAP Basis**  
**For the One Month Ending January 31, 2025**  
 Unaudited

	2025 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 8%)
<b>REVENUE</b>				
Water Tap Fees	\$ 903,000	\$ -	\$ (903,000)	0%
Sewer Tap Fees	825,000	-	(825,000)	0%
Water/Sewer Impact Fee	37,500	-	(37,500)	0%
Renewable Water Fee	540,075	-	(540,075)	0%
Admin Fee	45,000	-	(45,000)	0%
Lease Revenue (FMIC)	25,000	-	(25,000)	0%
Effluent Paid-AGUA/Woodmoor	50,000	-	(50,000)	0%
Review and Comment Fee	37,500	-	(37,500)	0%
Western Interceptor	-	-	-	0%
Wastewater Treatment Fees Homeplace Ranch	295,645	-	(295,645)	0%
Stonewall Lease	78,150	-	(78,150)	0%
ARPA Grant	500,000	-	(500,000)	0%
Payment in Lieu of Water Rights	100,000	-	(100,000)	0%
Miscellaneous Income	-	14,924	14,924	0%
<b>Total Revenue</b>	<b>\$ 3,436,870</b>	<b>\$ 14,924</b>	<b>\$ (3,421,946)</b>	<b>0%</b>
<b>EXPENDITURES</b>				
<u><b>Vehicles and Equipment Utilities</b></u>				
Equipment/Vehicles	\$ -	\$ -	\$ -	0%
Land for Office Building	754,557	-	754,557	0%
Total Vehicles and Equipment	<b>\$ 754,557</b>	<b>\$ -</b>	<b>\$ 754,557</b>	<b>0%</b>
<u><b>Water Improvements</b></u>				
Tank Design	\$ 1,500,000	\$ -	\$ 1,500,000	0%
AOS-WRSAP/CSU	564,393	-	564,393	0%
NMCI-Wastewater Design and Permitting	1,099,139	-	1,099,139	0%
Tap Fee Credits	500,000	-	500,000	0%
AVIC Augmentation Station/Diversion Structure/Recharge Pond	1,250,000	-	1,250,000	0%
Northern Delivery System Pipeline Construction Project	-	1,114	(1,114)	0%
Total Water Improvements	<b>\$ 4,913,532</b>	<b>\$ 1,114</b>	<b>\$ 4,912,418</b>	<b>0%</b>
<b>Total Expenditures - Enterprise Capital</b>	<b>\$ 5,668,089</b>	<b>\$ 1,114</b>	<b>\$ 5,666,975</b>	<b>0%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ (2,231,219)</b>	<b>\$ 13,810</b>	<b>\$ 2,245,029</b>	
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer from Enterprise Fund	\$ 2,231,219	\$ -	\$ (2,231,219)	0%
<b>Total Other Financing Sources (Uses)</b>	<b>\$ 2,231,219</b>	<b>\$ -</b>	<b>\$ (2,231,219)</b>	<b>0%</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES</b>	<b>\$ -</b>	<b>\$ 13,810</b>	<b>\$ -</b>	