

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting Agenda

Thursday, April 17, 2025

Triview Metropolitan District Office
16055 Old Forest Point Suite 302
Monument, CO 80132
5:30 p.m. – 9:00 p.m.

Join Zoom

<https://us02web.zoom.us/j/88305704529?pwd=OO4T7WbBuu9Wdh97Mklf7QSAdfy0Yv.1>

Meeting ID: 883 0570 4529

Passcode: 329320

One tap mobile

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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. Public Comment
6. Approval of Consent Agenda
 - March 20, 2025, Special Meeting minutes.
 - Billing Summary Rate Code Report (enclosure)
 - Taps for Sold March 2025. (enclosure)
 - Tax Transfer from Monument (enclosure)
7. Action Items:
 - a. Review and Consider Approval of an Economic Development Incentive Agreement for Legacy Development Partners LLC. And authorize the District Manager to sign. (Chris Hake)

- b. Review and Consider award of a contract to Construct the Triview Administration Building and Utility Operations Center to Crossland Construction Company Inc in the amount of \$3,382,211 and authorization for the District Manager to sign.
- c. Review and consider CM/GC Agreement Between the Triview Metropolitan District and Kiewit Infrastructure for Phase 2 Construction Services for the Construction of a 1.5 Million Gallon Storage Tank, located in Monument, Colorado, El Paso County in the amount of \$971,800 and authorization for the District manager to sign.

8. Operations Reports

- a. District Manager Monthly Report (enclosure)
- b. Assistant Manager Monthly Report Steve Sheffield (enclosure)
- c. Public Works and Parks and Open Space Updates Matt Rayno (enclosure)
- d. Utility Department Operations Updates Gary Potter (enclosure)

9. Discussion Items: None

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

- a. Checks of \$5,000.00 or more (enclosure)
- b. March 2025 Financials (enclosure)

11. Legal Comments (George Rowley and Chris Cummins)

12. Update Board on Public Relation activities.

- Newsletter distribution and Topics

13. Executive session of the Board of Directors pursuant to discuss the purchase, acquisition, lease, transfer or sale of real, personal, or other property interests needed by the District pursuant to Section 24-6-402(a), Colorado Revised Statutes. Receive legal advice pursuant to Section 24-6-402(4)(b), Colorado Revised Statutes as it relates to water matters and including agreements with the Town, other governmental and private entities. Determine positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiations as it relates to the purchase and sale of water and land, economic incentive agreements, and agreements with the Town, and other governmental and private entities pursuant to Section 24-6-402(4)(e), Colorado Revised Statutes.

14. Adjournment

RECORD OF PROCEEDINGS

MINUTES FROM SPECIAL BOARD MEETING OF TRIVIEW METROPOLITAN DISTRICT

March 20, 2025

A meeting of the Board of Directors of the Triview Metropolitan District was held on Thursday, March 20, 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 5:30 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, present

Also, in attendance were on roll call:

James McGrady, District Manager
Steve Sheffield, Assistant District Manager
Sara Lamb, District Administrator
Ryan Farr, Triview Water Attorney
George Rowley, District attorney
Natalie Barszcz, Our Community News
Ann-Marie Jojola, resident
Erik Demkowicz, resident

DISCLOSURE OF CONFLICTS

None.

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. The motion was seconded by Mr. Gross. A vote was taken, and the motion passed unanimously.

RECORD OF PROCEEDINGS

PUBLIC COMMENT

Public comment was conducted after the operations reports. Mrs. Jojola asked why snow was being dumped on the property to the south of Home Depot. Mr. McGrady and Mr. Rayno provided some explanation as to why we dispose of snow in the area. Mr. Rayno also explained that the District has permission from the land owner to leave the snow there.

Consent Agenda

- a) Previous Minutes
March 3, 2025, Special Meeting Minutes (enclosure)
- b) Billing Summary Rate Code Report (enclosure)
- c) Taps for February 2025/Total taps sold 2025 (enclosure)
- d) Tax Transfer from Monument (enclosure)

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

OPERATIONS REPORTS

- a) District Managers Monthly Report
Mr. McGrady conveyed some of the current projects being worked on including the AVIC recharge pond. The South reservoir is nearly full. Work continues permitting for the Central reservoir. The headgate project for AVIC is underway, we hope to meet the April 15th deadline. The design for NMCI is continuing.
- b) District Asst Manager Monthly Report
Mr. Sheffield reported that he has attended multiple meetings to discuss the construction of the AVIC headgate and associated structures. Meetings continue for the new water storage tank with Kiewit and RESPEC teams. Work with Kevin Fackerell continues updating the existing engineering standards for Triview.
- c) Public Works and Parks and Open Space
Mr. Rayno reported that snow removal is still a top priority. The team is gearing up for spring tasks to include irrigation startup, aeration of turf, trash cleanup, fertilizer application and equipment maintenance. The team will be completing a CPR/First aid certification. Fence was installed at Chicago Spring in Buena Vista.
- d) Utility Department Monthly Report
Mr. Potter reported to the Board that the difference between water produced, and water billed is still an issue. There was a prolonged discussion with Mr. Potter and the Board on the numbers and how to mitigate. The utility team is working hard to close the gap in the figures.

RECORD OF PROCEEDINGS

ACTION ITEMS:

- a. Review and Consider Resolution 2025-04. A Resolution of the Triview Metropolitan District Board of Directors Adopting a Water Backflow Policy. Following a brief question and answer session between the Board and Mr. Sheffield, a motion was made by Mr. Melville to approve Resolution 2025-04. Mr. Sexton duly seconded. A vote was taken and the motion passed unanimously.
- b. Review and Consider Resolution 2025-01, A Resolution of the Triview Metropolitan District, Sub District A, Board of Directors, Adopting the Triview Sub-District 2025 Budget. After a brief discussion, Mr. Melville made a motion to approve the resolution. Mr. Sexton seconded the motion. A vote was taken and the motion passed unanimously.
- c. Review and Consider Resolution 2025-05, a Resolution of the Triview Metropolitan District Board of Directors, Adopting an Economic Development Incentive Policy. After lengthy discussion between the Board, Mr. McGrady and the attorneys. The resolution was tabled to a later date to get clarification on wording for the resolution.
- d. Review and Consider Accepting a petition for inclusion of land between Elite Properties of America, DBA as Classic Homes, and the Triview Metropolitan District. After a brief discussion, Mr. Sexton made a motion to accept and approve the petition. Mr. Gross seconded the motion and a vote was taken. The motion passed unanimously.

DISCUSSION ITEMS: 2025 BOARD ELECTION

None.

REVIEW AND CONSIDER APPROVAL OR RATIFICATION OF THE TRIVIEW METROPOLITAN DISTRICT FINANCIALS AND PAYABLES

Checks of \$5,000 or more (enclosure)

Mrs. Carlton made a motion to approve the Checks over \$5,000. Mr. Sexton seconded the motion. A vote was taken and the measure passed unanimously.

March 2025 Financials (enclosure)

Mr. Sexton made a motion to approve the March 2025 Financials. The motion was seconded by Mrs. Carlton. A vote was taken and the measure passed unanimously.

LEGAL COMMENTS: None

UPDATE BOARD ON PUBLIC RELATION ACTIVITIES:

Mr. McGrady reported that the latest edition of the District's newsletter would be going out in the next week.

RECORD OF PROCEEDINGS

EXECUTIVE SESSION:

Executive session of the Board of Directors pursuant to Sections 24-6-402(4)(e), (4)(b) of 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 Economic Incentives and Water matters. At 8:19 PM Mr. Sexton made a motion to enter executive session. Mrs. Carlton seconded the motion. A vote was made and the motion passed unanimously. The Board left the executive session at 9:47 PM.

ADJOURNMENT:

There being no further business, Mr. Sexton made a motion to adjourn the meeting at 9:47 PM. Mrs. Carlton seconded the motion. A vote was made and the motion passed unanimously.

Respectfully Submitted

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District - MARCH MONTH END

Summary Financial Information - Board Packet

Base Fee Dates: 3-1 to 4-1-2025

Usage Dates: 1-31 to 2-28-2025

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$145,606.92	2326
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$55,374.41	2320
Rate Code 01 Triview Metro - Res Water Base Rate	\$104,355.00	2329
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$75,010.09	2282
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$2,260.13	70
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$165.20	2
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"	\$4,149.42	33
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$2,970.00	33
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$11,569.00	46
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$8,280.00	46
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$7,544.70	15
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$5,400.00	15
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$3,017.85	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$2,160.00	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$28,228.50	94
Usage Fee Triview Metro - Com Water Use Rate	\$51,357.65	94
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$2,160.00	24
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$3,780.00	21
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$6,480.00	18
Usage Fee Triview Metro - Com Irr Water Use	\$14.67	2
Triview Metro - Quik Way Sewer		
Triview Metro - Metering & Billing Fee	\$14,880.00	2480
Title Prep Fee Triview Metro - Title Request Fee	\$300.00	6
Triview Metro - 5% Late Fee	\$2,224.27	219
Special Impact Triview Metro - Special Impact Fee	\$2,390.00	239
Triview Metro - Disconnect Fee		
Triview Metro - Reconnect Fee		
Triview Metro - NSF Fee	\$50.00	2
Total Accounts	\$539,727.81	12722

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2319
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	1
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	17
Rate Code 11 - Irrigation Account 1 1/2"	18
Rate Code 12 - Permitted	
Total Accounts	2484

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 54,275.03
Amount Past Due 31-60 Days	\$ 6,233.42
Amount Past Due 61-90 Days	\$ (3,927.59)
Amount Past Due 91-120 Days	\$ (2,212.24)
Amount Past Due 120+ Days	\$ (2,817.68)
Total AR	\$51,550.94

Receipts	Amount	Items
Payment - ACH	\$372,862.54	1676
Payment - Vectra Bank	\$163,271.08	666
Payment - On Site	\$31,883.05	164
Refund CREDIT	(\$770.50)	2
REVERSE Payment	(\$1,042.20)	5
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF	(\$357.74)	2
Total Receipts	\$565,846.23	2515
Checks versus Online Payments	33.12%	66.88%
	Checks	ACH's

Water	Gallons	Accounts
Gallons sold 1-31 to 2-28-2025 =	12,451,180	2479
Gallons sold 2-28 to 3-31-2025 =	13,167,192	2483

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	2	47,662	0.38%
10,001 - 20,000	24	285,860	2.30%
8,001 - 10,000	44	389,476	3.13%
6,001 - 8,000	146	984,360	7.91%
4,001 - 6,000	523	2,511,133	20.17%
2,001 - 4,000	1020	3,050,503	24.50%
1 - 2,000	520	627,428	5.04%
Zero Usage	37	0	0.00%
Total Meters	2316	7,896,422	63.42%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	29	3,688,521	29.62%
40,001 - 50,000	8	351,035	2.82%
30,001 - 40,000	3	113,141	0.91%
20,001 - 30,000	6	148,966	1.20%
10,001 - 20,000	8	128,238	1.03%
8,001 - 10,000	1	9,555	0.08%
6,001 - 8,000	3	20,980	0.17%
4,001 - 6,000	6	30,268	0.24%
2,001 - 4,000	15	43,288	0.35%
1 - 2,000	15	15,882	0.13%
Zero Usage	9	0	0.00%
Total Meters	103	4,549,874	36.54%

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	3,584	0.03%
1 - 2,000	2	1,300	0.01%
Zero Usage	57	0	0.00%



Triview Metropolitan District

NEW TAPS REPORT	MARCH 2025 TAPS PAID		
1	16244 Gammon Ct	LOT 4 HOME PLACE RANCH FIL NO. 6	\$ 52,327.71
2	16261 Gammon Ct	LOT 8 HOME PLACE RANCH FIL NO. 6	\$ 52,327.71
3	609 Old Grotto Dr	LOT 36 JACKSON CREEK NORTH FIL NO 4	\$ 52,770.00
4	589 Old Grotto Dr	LOT 91A JACKSON CREEK NORTH FIL NO 4	\$ 52,770.00
5	638 Old Grotto Dr	LOT 16 JACKSON CREEK NORTH FIL NO 4	\$ 52,770.00
		February 2025 TOTAL	\$ 262,965.42



Apr. 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 \$182,215.11 to the Triview Vectra account on or before April 30, 2025. The ACH details are as follows and documentation is enclosed.

Sales Tax for February 2025	\$ 161,426.12**
Regional Building Use Tax for March 2025	\$ 1,108.64
Motor Vehicle Tax for March 2025	\$ 19,770.35

****Please note that the Town is aware that Sales Tax Collection for February is low. This is due to delinquent tax payments from Monument businesses. The Town continues to send out delinquency notices and hand delivered notices to businesses.**

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

Sincerely,



Madeline VanDenHoek
Interim Town Manager



April 14, 2025

Triview Metro District
ATTN: Jim McGrady
District Manager
16055 Old Forest Point, Suite 302
Monument, Colorado 80132

RE: Economic Development Incentive Application

Dear Jim,

Please accept this letter as formal application for an Economic Development Incentive for the **Legacy on Jackson** project, located just west of the intersection of Jackson Creek Parkway and Blevins Buckle Trail in Monument, Colorado.

Name and address of the business, name of principal owners and officers, and contact info for the principals involved in the business including telephone and email addresses.

This project will be jointly developed between Legacy Development Partners and The Garrett Companies. Ownership and contact information are as follows:

Legacy Development Partners
Christopher Hake – President
2801 E. Camelback Road, Suite 200
Phoenix, AZ 85016
317-519-8446
hake@legacydevpar.com

The Garrett Companies
Eric Garrett – Chief Executive Officer
1051 Greenwood Springs Blvd.
Greenwood, IN 46143
317-886-7923
eric@thegarrettco.com





A general description of the nature of the business, business history, and experience.

Legacy Development Partners is a comprehensive real estate company specializing in the development and redevelopment of single-tenant outparcels, multi-tenant shop buildings, grocery-anchored projects, and mixed-use developments. Based in Phoenix, the company's leadership portfolio has delivered commercial projects in 13 states and 50 markets across the Southwest, Southeast and Midwest regions representing more than \$1.3 billion in value.

The Garrett Companies is a full-service multifamily development, construction and management team. Their team of experts works in unison to entitle, develop, build and manage multifamily projects across the country. They are currently active in six states and have completed over 60 projects in 22 states. After delivering over 20,000 apartment homes, they have become industry leaders in forecasting trends and delivering living options that find quick success in the marketplace. Their proprietary market research criteria paired with a disciplined business model reduces risk and allows the creation of desirable, high-end multifamily housing that produces superior risk-adjusted returns. As a complement to high-end multifamily developments, they also specialize in mixed-use, retail and office and have a restaurant division.

Name and address of the owner of the land and building occupied or to be occupied by the major tenant/business.

Target Corporation
ATN: Real Estate Portfolio Management
1000 Nicollet Mall, TPN 12H
Minneapolis, MN55403

A general description of the proposed building project or improvements, including estimated capital cost.

Legacy on Jackson is a transformative 30-acre retail development poised to deliver over 250,000 square feet of brand-new commercial space. Anchored by a premier national department store and hypermarket, the project will serve as a regional retail destination.

In addition to the anchor tenant, the development will feature a thoughtfully curated mix of national, regional, and local restaurants and service providers, bringing a vibrant array of new amenities to the residents of Monument and the surrounding communities.

Upon full build-out, total investment in the project is expected to approach \$100 million, signaling a significant commitment to the area's long-term growth and vitality.





A site plan of the proposed building project or improvement.

Enclosed.

If an existing business, average total monthly employment figures for the past 12 months.

Not applicable.

Number of new Primary Jobs to be created by the type or position and an estimate of wages/earnings of these jobs.

Retailer employment information is highly proprietary information. However, we estimate that our major tenant will create more than 200 people. In addition, the balance of the development is estimated to create an additional 250+ jobs with a wide range of wages/earnings depending on the individual position.

Project timeline including expected opening.

We anticipate the project to commence horizontal improvements in the second quarter of 2026. Vertical improvements are scheduled to follow in late 2026 and our major tenant is expected to open in October 2027.

Economic impact analysis conducted by an independent party that is qualified to make such analysis.

To be provided by Triview.

Legacy Development Partners and The Garrett Companies appreciate the willingness of the Triview Metro District to partner with us on this Economic Incentive Agreement. Without this Agreement, this development would not be possible given the challenges of today's industry. We look forward to continuing to work with you on this project.

Sincerely,

Chris Hake

Christopher Hake
President – Legacy Development Partners.



TARGET PARKING REQUIREMENTS:

1. 2.5 SPACES PER 1,000 SQ FT OF RETAIL SPACE FOR THE TARGET TRAFFIC
2. 4.0 SPACES PER 1,000 SQ FT OF RETAIL SPACE OR MORE IF NECESSARY TO COMPLY WITH GOVERNMENT REQUIREMENTS ON EACH PLOT. IN THE SHOPPING CENTER.
3. 1.0 SPACES PER 1,000 SQ FT FOR RESTAURANTS UNDER 8,000 SQ FT.
4. 1.5 SPACES PER 1,000 SQ FT FOR RESTAURANTS 8,000 SQ FT OR MORE.

Kimley»Horn

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT
FOR
LEGACY DEVELOPMENT PARTNERS LLC PROJECT
AT NEC I-25 AND BAPTIST ROAD**

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “**Agreement**”) is made and entered into as of this ____ day of April, 2025 (the “**Effective Date**”) between the TRIVIEW METROPOLITAN DISTRICT, a Colorado municipal corporation (the “**District**”), LEGACY DEVELOPMENT PARTNERS LLC, an Arizona limited liability company (“**Developer**”), and TARGET CORPORATION, a Minnesota corporation (“**Primary Occupant**”) (Developer, District, and Primary Occupant are collectively referred to herein as the “**Parties**” and individually as “**Party**”).

WHEREAS, Developer is under contract to acquire an interest in approximately 30.22 acres of real property generally located at the northeast corner of Interstate 25 and Baptist Road in the Town of Monument, County of El Paso, State of Colorado (the “**Property**”), a legal description of which is attached as Exhibit A; and

WHEREAS, Developer intends to construct a new mixed-use commercial development on the Property (collectively, the “**Project**”), which is planned to include approximately 200,000 square feet of retail uses with a nationally recognized Primary Occupant to include approximately 129,000 square feet of retail to be located on “**Major A**” in general conformance with the site plan attached hereto as Exhibit B and incorporated herein (“**Site Plan**”), subject to modifications agreed to between the District, the Town of Monument (the “**Town**”), and Developer; and

WHEREAS, pursuant to Section 32-1-1004(9) C.R.S., the board of a metropolitan district has the power to provide activities in support of business recruitment, management, and development within its boundaries; and

WHEREAS, as an incentive for Developer to develop the Project, and for Primary Occupant to locate its retail use in the District, District will: (i) reimburse Developer for transportation and infrastructure improvement costs and expenses incurred in designing and constructing planned on- and off-site improvements to Jackson Creek Parkway, Blevins Buckle, and the Property, up to a maximum of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) as described in paragraph 8.a. below, (ii) reimburse certain District fees that are paid in association with the Project as described in paragraph 5a Table 1, and (iii) reimburse sales and use tax generated by the Project, subject to certain limitations and performance requirements as outlined in this Agreement; and

WHEREAS, Developer will use commercially reasonable efforts to undertake, or cause third parties to undertake, all actions required by the District or Town in order to obtain construction permits for the Project and to construct the Project pursuant to the terms and conditions set forth in this Agreement and in compliance with all Town and District rules and regulations; and

WHEREAS, in accordance with Parties’ shared vision and goals, the Project will provide benefit to, and advance the public interest and welfare of, the District and its citizens by developing retail, food, and personal service uses to ensure continued economic viability for the District and surrounding commercial and residential development, attracting visitors, new residents, and economic development to the District and the Town, and raising property values; and

WHEREAS, the execution of this Agreement and the sales tax and District fee reimbursements described herein will provide benefit to, and advance the public interest and welfare of, the District, the Town and its citizens, residents and taxpayers by promoting the Project's successful completion.

NOW THEREFORE, in consideration of the mutual promises set forth below, the District, Developer, and Primary Occupant agree to the following:

1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Property. The economic incentives set forth in this Agreement shall only apply to development within the Property, as defined above.

3. Rebate of Sales and Use Tax. The District currently receives a percentage of the sales tax revenue collected by the Town and generated annually from taxable retail sales consummated in the District ("**District Sales Tax Collection**"). The Sales Tax Rebates (defined below) provided in this Section 2 shall be based on the total District Sales Tax Collection percentage received by the District. The current District Sales Tax Collection is 1.5%. If the District Sales Tax Collection percentage increases above 1.5%, the Sales Tax Rebates provided in this Section 2 shall be calculated off the total percentage of District Sales Tax Collection then received by the District; and, if the District agrees to a District Sales Tax Collection percentage decrease, 1.5% shall be the minimum percentage of District Sales Tax Collection used for the purpose of calculating the Sales Tax Rebates.

The District also currently receives a percentage of the use tax revenue collected by the Town and generated annually from taxable construction materials and purchases of motor vehicles (the "**District Use Tax Collection**"). The Use Tax Rebates (defined below) provided in this Section 2 shall be based on the total District Use Tax Collection percentage received by the District. The current District Use Tax Collection is 1.0%. If the District Use Tax Collection percentage increases above 1.0%, the Use Tax Rebates provided in this Section 2 shall be calculated off the total percentage of District Use Tax Collection then received by the District; and, if the District agrees to a District Use Tax Collection percentage decrease, 1.0% shall be the minimum percentage of District Use Tax Collection used for the purpose of calculating the Use Tax Rebates.

a. Upon receipt of the District Sales Tax Collection from the Town, the District shall rebate (i) 35.05% of the District Sales Tax Collection to Developer, and (ii) 31.95% of the District Sales Tax Collection to Primary Occupant, each for a period of twenty-five (25) years after the date by which taxable sales are first generated on the Property (the "**Initial Sales Tax Generation Date**"). Each of the aforementioned sales tax rebates are hereby individually and collectively defined as "**Sales Tax Rebates**." The remaining 33.00% of the District Sales Tax Collection revenue shall be retained by the District. At the end of the twenty-five (25)-year period after the Initial Sales Tax Generation Date, the District shall keep 100% of District Sales Tax Collection revenue.

b. Upon receipt of the District Use Tax Collection from the Town, the District shall rebate (i) 35.05% of the District Use Tax Collection to Developer, and (ii) 31.95% of the District Use Tax Collection to Primary Occupant, each for a period of twenty-five (25) years after the date by which construction use tax is generated and paid during construction of the Project (the "**Initial Use Tax Generation Date**"). Each of the aforementioned use

tax rebates are hereby individually and collectively defined as “**Use Tax Rebates.**” The remaining 33.00% of the District Use Tax Collection revenue shall be retained by the District. At the end of the twenty-five (25)-year period after the Initial Use Tax Generation Date, the District shall keep 100% of District Use Tax Collection revenue.

c. To the extent the percentage amount of the District Sales Tax Collection or District Use Tax Collection are modified during the Term, the Parties shall continue to apply and follow the percentages set forth above.

d. For the avoidance of doubt, the District’s debt service mill levy, O&M mill levy and the mill levy imposed by the Town and provided to the District are not part of this Agreement or part of the incentives contained herein.

4. Payment of Sales Tax Rebates and Use Tax Rebates.

a. Any party obligated to pay sales or use tax within the District by generally applicable law will, in the ordinary course of business and on a confidential basis, file tax returns and pay sales or use taxes to the Town due no less frequently than as required by the Town Municipal Code and collected and imposed by the Town Treasurer and Town Finance Department.

b. The Sales Tax Rebates and Use Tax Rebates shall be paid by the District to Developer and Primary Occupant within thirty (30) days following the end of the month in which the sales and use taxes are remitted from the Town to the District.

c. All payments by the District to Developer shall be made electronically to Developer’s designated financial institution or other account after the District’s receipt of notice and related information from Developer as required by the District.

d. All payments by the District to Primary Occupant shall be made electronically to Primary Occupant’s designated financial institution or other account after the District’s receipt of notice and related information from Primary Occupant as required by the District.

5. Waiver and Rebate of District Fees.

a. The District shall waive certain District fees related to the Project (the “**District Fee Waivers**”) and levied by the District against Developer and Primary Occupant, in accordance with Table 1 below. The District shall also rebate certain District Fees related to the Project (“**District Fee Rebates**”) and levied by the District against Developer, Primary Occupant, and other tenants, buyers, or other merchants occupying the Property, to Developer, Primary Occupant, or other tenant, buyer, merchant or user, as applicable, in accordance with Table 1 below. The District’s Drainage Impact Fees will be waived because the storm drainage system for the Project is anticipated to be constructed and maintained privately. In the event the District is later required to construct or maintain the storm drainage system, the Developer, Primary Occupant and all other tenants, buyers, merchants, or users shall be required to pay their respective Drainage Impact Fee in accordance with generally applicable District provisions (e.g., for all similar projects in the District’s jurisdiction). The foregoing obligations of each entity shall not be joint and several.

Table 1: District Fee Waivers and District Fee Rebates

District Fee Type	District Fee Waiver or District Fee Rebate
Drainage Impact Fees	<p><u>To Developer:</u> 100% District Fee Waiver applied to entire Property/Project</p> <p><u>To Primary Occupant:</u> 100% District Fee Waiver applied to Major A</p> <p><u>To all other tenants, buyers, merchants, or users:</u> 100% District Fee Rebate applied to remaining portions of Property/Project</p>
Application Review Fees	<p><u>To Developer:</u> 100% District Fee Rebate applied to entire Property/Project</p> <p><u>To Primary Occupant:</u> 100% District Fee Rebate applied to Major A</p> <p><u>To all other tenants, buyers, merchants, or users:</u> 100% District Fee Rebate applied to remaining portions of Property/Project</p>
Lot Inspection Fees	<p><u>To Developer:</u> 100% District Fee Rebate applied to entire Property/Project</p> <p><u>To Primary Occupant:</u> 100% District Fee Rebate applied to Major A</p> <p><u>To all other tenants, buyers, merchants, or users:</u> 100% District Fee Rebate applied to remaining portions of Property/Project</p>
Sewer Inspection Fees	<p><u>To Developer:</u> 100% District Fee Rebate applied to entire Property/Project</p> <p><u>To Primary Occupant:</u> 100% District Fee Rebate applied to Major A</p> <p><u>To all other tenants, buyers, merchants, or users:</u> 100% District Fee Rebate applied to remaining portions of Property/Project</p>

Water and Sewer Fees (Including Irrigation, Water Tap Fees, Sewer Tap Fees, Renewable Water Transmission Fees, and Sewer Impact Fees, Fee in Lieu of Water)	<u>To Developer:</u> 50% District Fee Rebate applied to entire Property/Project <u>To Primary Occupant:</u> 100% District Fee Rebate applied to Major A <u>To all other tenants, buyers, merchants, or users:</u> 50% District Fee Rebate applied to remaining portions of Property/Project
Road and Bridge Fees	<u>To Developer:</u> 0% District Fee Rebate applied to entire Property/Project <u>To Primary Occupant:</u> 0% District Fee Rebate applied to Major A <u>To all other tenants, buyers, merchants, or users:</u> 0% District Fee Rebate applied to remaining portions of Property/Project

b. Notwithstanding anything in subsection 4.a., the District shall be permitted to charge Developer, Primary Occupant, tenants, buyers, or other merchants occupying the Property customary monthly water and sewer usage fees (including meter, water use, sewer use, capital improvement, and administrative fees) and road and bridge fees subject to the payment of certain Transportation and Infrastructure Improvements (as defined below), and such fees shall not be rebated. The foregoing obligations of each entity shall not be joint and several.

c. To the extent the District imposes new District fees related to the Project, except those related to water and wastewater, that are not expressly included in Table 1 or excluded in subsection 4.b., the Parties' intent is that such District fees be included as District Fee Rebates for Developer, Primary Occupant, and all other tenants, buyers, or other merchants occupying the Property, and the District shall rebate 100% of such new District fees to the party that had paid the applicable fees.

d. To the extent the amounts of the District Fee Waivers or District Fee Rebates are modified during the Term, the District will continue to waive or rebate the entire fee in accordance with Table 1.

6. Payment of District Fee Rebates.

a. For all District Fee Waivers, Developer and Primary Occupant shall not pay the associated District fees related to the Project.

b. For all District Fee Rebates, Developer, Primary Occupant, tenants, buyers, or other merchants occupying the Property shall pay all District fees related to the Project as required by the District in accordance with generally applicable District provisions (e.g., for all similar projects in the District's jurisdiction).

c. Provided such fees are timely paid to the District by Developer, Primary Occupant, tenants, buyers, or other merchants occupying the Property, the District Fee Rebates shall be paid by the District to Developer, Primary Occupant, tenants, buyers, or other merchants, as applicable, within thirty (30) days following the end of the month in which the fees were collected, if such fees are not pledged to the payment of the District's "**Water and Wastewater Bonds**." If such fees are pledged to the payment of the Water and Wastewater Bonds, those District Fee Rebates shall be paid by the District to Developer, Primary Occupant, tenants, buyers, or other merchants, as applicable, within thirty (30) days after the District's end of year debt service is paid on the Water and Wastewater Bonds, but in each case no later than the end of the calendar year in which Developer submits the District Fee Rebate Invoice (as defined below) for such rebates.

d. Prior to the payment of any District Fee Rebate by the District to Developer, and within fifteen (15) days following the end of the month in which the fees were collected, the District shall submit to Developer a written notice acknowledging and itemizing receipt of payment of all relevant District Fees ("**District Fee Notice**") paid by Developer, Primary Occupant, tenants, buyers, or other merchants occupying the Property. Developer shall review the District Fee Notice and submit to the District a written invoice providing payment details and confirmation of the District Fee Rebate amounts (the "**District Fee Rebate Invoice**").

e. All payments by the District to Developer shall be made electronically to Developer's designated financial institution or other account after the District's receipt of the District Fee Rebate Invoice and related information from Developer as required by the District.

f. All payments by the District to Primary Occupant shall be made electronically to Primary Occupant's designated financial institution or other account after the District's receipt of the District Fee Rebate Invoice and related information from Developer as required by the District.

7. Developer Covenants.

a. Diligent Marketing. Developer hereby agrees to diligently market the Property and use commercially reasonable efforts to identify and cooperate with Primary Occupant and other potential tenants, buyers, or occupants.

b. Maintaining Accountability. Developer hereby agrees, as part of its effort to seek feedback and demonstrate good faith in its marketing efforts, to provide the District with an annual written report of Developer's marketing efforts, meet with District staff on an annual basis to discuss and share notes concerning Developer's marketing efforts, and attend District Board of Directors meetings at the District's request.

c. Development Obligations. Notwithstanding anything to the contrary herein, this Agreement shall not obligate or otherwise require Developer or Primary Occupant to commence, construct, or otherwise complete the Project. Developer and Primary Occupant hereby acknowledge that each Party will only receive the Sales Tax Rebates, Use Tax Rebates, District Fee Waivers, and/or District Fee Rebates as described herein, to the extent that sales or use tax revenue is generated by the Project and District fees are paid by tenants, buyers, or other merchants occupying the Property. Commencement, construction, and

completion of the Project is at the sole and absolute discretion of Developer and Primary Occupant.

d. Off Site Improvements. Developer hereby agrees to perform up to, but in no case more than, Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) of off-site improvements required on Jackson Creek Parkway and Blevins Buckle (the “**Off Site Improvements**”). The District and the Town of Monument shall use commercially reasonable efforts to determine the scope and nature of the Off Site Improvements, as well as a milestone construction schedule, which scope and nature of the Off Site Improvements and milestone construction schedule shall be developed mutually with Developer using commercially reasonable efforts. Such Off Site Improvements may include, but are not limited to, installation of a new traffic signal on Jackson Creek Parkway, construction of additional traffic lanes and/or modification of existing traffic lanes on Blevins Buckle, installation of a roundabout on Blevins Buckle at the Property entrance, improvements at or near the intersection of Blevins Buckle and Jackson Creek Parkway, and other off-site improvements associated with access to the Property as may be deemed necessary by the District or the Town in order for the Project to be approved by the Town. Such Off Site Improvements shall be constructed and substantially completed by Developer no later than the date prior to the Primary Occupant opening for business.

e. Blevin’s Buckle Right-of-Way Contribution. In the event the District acquires the Blevin’s Buckle ROW (as defined below), Developer hereby agrees to reimburse the District for fifty percent (50%) of the costs associated with such acquisition, based on appraised fair market value of the Blevin’s Buckle ROW, whether the District acquires the Blevin’s Buckle ROW through conveyance or condemnation.

8. District Covenants.

a. Reimbursement for Developer Constructed Infrastructure Improvements. As a condition of collecting the customary road and bridge fees described in Section 5.b. above, within thirty (30) days of payment of such fees for the Primary Occupant, and prior to Developer commencing construction of the Off Site Improvements, the District shall deposit into escrow, Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00) (“**Escrow Funds**”) to reimburse Developer for all costs and expenses that Developer incurs in constructing (i) the Off Site Improvements pursuant to Section 6.d above, and (ii) other necessary transportation and infrastructure improvements on the Property (collectively, with the Off Site Improvements, the “**Transportation and Infrastructure Improvements**”). The District and Developer shall enter into an escrow agreement with an escrow agent (the “**Escrow Agreement**”) within thirty (30) days after the Effective Date of this Agreement, which shall provide the terms, provisions and obligations of each Party with regard to the Escrow Funds and Transportation and Infrastructure Improvements.

b. Administration Fee. The District shall pay to Developer, from the Escrow Funds, an “**Off Site Improvement Administration Fee**” in the amount of 2.5% of all costs and expenses that Developer incurs in constructing the Off Site Improvements pursuant to Section 7.d. above, with such Off Site Improvement Administration Fee added to each reimbursement request submitted by Developer. The District shall reimburse Developer within thirty (30) days of Developer’s request for such reimbursement, which must include detailed accounting of expenditures, for each reimbursement request, up to a total maximum of Three Million Five Hundred Thousand and 00/100 Dollars (\$3,500,000.00).

In the event that the District fails to timely reimburse Developer for amounts due hereunder within such thirty (30)-day period, then such amounts shall bear interest at twelve percent (12%) per annum, until paid in full. In no event shall the District's obligation to reimburse the combination of Off Site Improvement Administration Fees and Transportation and Infrastructure Improvements exceed the amount of the Escrow Funds. In the event the Transportation and Infrastructure Improvements are completed and there are Escrow Funds remaining, the remaining funds will be repaid to the District.

c. Easements. If the signage described below is to be located on property owned by the District, the District shall, as a condition of this Agreement, coordinate and work with Developer in good faith, at Developer's request, to dedicate and record an easement for the construction of a prominent entry sign for the Project, to be located at the corner of Jackson Creek Parkway and Blevins Buckle. Such signage easement may require placement on public right-of-way owned or operated by the District or the Town. Developer shall be solely responsible for constructing and maintaining any improvements constructed within this easement in accordance with all Town rules, regulations, laws and ordinances.

d. Blevin's Buckle Right-of-Way Acquisition. The District shall acquire right-of-way adjacent to Blevin's Buckle (the "**Blevin's Buckle ROW**"), as needed to facilitate the Transportation and Infrastructure Improvements necessary to develop the Project. The District shall pay all costs and expenses, including attorneys' fees, related to acquiring the Blevin's Buckle ROW, whether through conveyance or condemnation for public or quasi-public use.

9. Entire Agreement; Amendment. This Agreement shall constitute the entire agreement between the Parties and supersedes any prior agreements between the Parties and their agents or representatives related to the same subject matter, all of which are merged into and revoked by this Agreement with respect to its subject matter. This Agreement may be amended only by an instrument in writing signed by the Parties.

10. Term. Subject to Section 13 below, unless earlier terminated, the District's obligation to pay or waive Sales Tax Rebates, District Fee Waivers, and/or District Fee Rebates as set forth herein shall commence on the Effective Date and shall terminate twenty-five (25) years following the Initial Sales Tax Generation Date (the "**Sales Tax and Fee Rebate Term**"). Unless earlier terminated, the District's obligation to pay Use Tax Rebates as set forth herein shall commence on the Effective Date of this Agreement, and shall terminate twenty-five (25) years following the Initial Use Tax Generation Date (the "**Use Tax Rebate Term**," and collectively with the Sales Tax and Fee Rebate Term, the "**Term**"). Issuance of rebate payments, which shall include the Sales Tax Rebates, Use Tax Rebates, and District Fee Rebates, shall commence only after such sales or use taxes and District fees are collected by the District.

11. Termination. The District may terminate this Agreement as to Developer or Primary Occupant if the applicable Party commits a material breach of this Agreement, the District gives Developer or Primary Occupant written notice specifying the nature of the breach in reasonable detail (a "**Breach Notice**"), and the breach is not cured within thirty (30) days after the applicable Breach Notice is received (except as otherwise specified below). Notwithstanding the foregoing, in the case of a material breach by Developer or Primary Occupant which is not of a type that can be cured within such 30-day period and Developer or Primary Occupant gives written notice to the District within such 30-day period that it is actively and diligently pursuing such cure, Developer or Primary Occupant shall be given additional time to cure the breach, provided that Developer or Primary Occupant is at all times within such additional time period actively and

diligently pursuing the cure. If, after the applicable notice period, the District terminates the Agreement as to Developer or Primary Occupant because of a material breach, the Agreement shall continue as to the non-breaching Party. If the District commits a material breach of this Agreement, the Developer and/or Primary Occupant gives the District a Breach Notice, and the breach is not cured within thirty (30) days after the Breach Notice is received, Developer and/or Primary Occupant may pursue the remedies set forth in Section 16. Notwithstanding the foregoing, in the case of a material breach by District which is not of a type that can be cured within such 30-day period and District gives written notice to the Developer or Primary Occupant within such 30-day period that it is actively and diligently pursuing such cure, District shall be given additional time to cure the breach, provided that District is at all times within such additional time period actively and diligently pursuing the cure. No failure or default by Developer or Primary Occupant under this Agreement will limit the other Party's ability to benefit from the terms and provisions of this Agreement.

12. Assignability. With written permission from the District, not to be unreasonably withheld, the Developer may assign its interest in this Agreement pursuant to an Assignment and Assumption Agreement, whereby the assignee expressly assumes all of the obligations of the originally named Developer and notice is given to the District and Primary Occupant. With notice to, but without permission from, the District, the Primary Occupant may assign its interest in this Agreement to a verified affiliate or a third party who acquires all or substantially all of the business or assets of Primary Occupant, whether by merger, sale of stock, sale of assets or other similar transaction, pursuant to an Assignment and Assumption Agreement, whereby the assignee expressly assumes all of the obligations of the originally named Primary Occupant and notice is given to Developer and the District. The District may not assign its interest in this Agreement without the prior written consent of the other Parties to this Agreement. This Agreement binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns. Developer may sell the Property, but retain the right of Developer to receive the Sales Tax Rebates, Use Tax Rebates, District Fee Waivers, and/or District Fee Rebates.

13. Subordination. The District's obligations pursuant to this Agreement are subordinate to the District's obligations for the repayment of any current or future bonded indebtedness and are contingent upon the existence of a surplus in sales and use tax revenues in excess of the sales and use tax revenues and water and wastewater revenue necessary to meet such existing or future bond indebtedness. The District shall meet its obligations under this Agreement only after the District has satisfied all other obligations with respect to the use of sales tax revenues and/or water and wastewater revenue for bond repayment purposes. For the purposes of this Agreement, the terms "bonded indebtedness," "bonds," and similar terms describing the possible forms of indebtedness include all forms of indebtedness that may be incurred by the District, including, but not limited to, general obligation bonds, revenue bonds, revenue anticipation notes, tax increment notes, tax increment bonds, and all other forms of contractual indebtedness of whatsoever nature that is in any way secured or collateralized by sales and use tax revenues of the District. The District reasonably believes as of the date hereof that sufficient sales and use tax reserves will exist to satisfy the District's obligations hereunder. In the event the District is unable to timely provide a refund as provided hereunder by operation of this Section 12 or Section 13, Developer and/or Primary Occupant may terminate this Agreement, at which point this Agreement will become null and void in all respects.

14. Annual Appropriation. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the District within the meaning of Colorado Constitution Article X, Section 20, and the District's obligations hereunder are expressly conditional upon annual appropriation by the District Board of Directors.

15. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. This Agreement shall be subject to, and construed in strict accordance with District regulations, Title 32, the District's Service Plan, and other Laws of the State, including Article X, Section 20 of the Colorado Constitution (collectively, the "**Governing Regime**"). The venue for any lawsuit concerning this Agreement shall be in the District Court for El Paso County, Colorado.

16. Remedies. In the event of a dispute concerning any provision of this Agreement, the Parties agree that prior to commencing any litigation, they shall first engage in good faith the services of a mutually acceptable, qualified, and experienced mediator, or panel of mediators for the purpose of resolving such dispute. In the event that a Party is in default under this Agreement and fails to cure such default within the applicable period of cure set forth above, the Party not in default shall have all rights and remedies available at law or in equity, including injunction; provided however, that in no event will any Party ever be liable for any consequential, indirect, incidental, punitive, special, or exemplary damages arising out of or relating to this Agreement.

17. Notices. All notices, consents, and demands hereunder shall be in writing and shall be personally delivered, sent via overnight delivery by a nationally recognized carrier, addressed to the applicable party at the address set forth below, and shall be deemed received: (i) upon delivery, if personally delivered, or on the date of attempted delivery if delivery is refused (provided, however, that if such date is a weekend or holiday, such notice shall be deemed received on the succeeding business day); or (ii) one (1) business day after mailing, if sent via overnight delivery. Any party may, by notice in writing, direct that future notices or demands be sent to a different address.

If to Developer:	Chris Hake Legacy Development Partners LLC 2801 E. Camelback Road, Suite 200 Phoenix, Arizona 85016
with a copy to:	Legacy Development Partners LLC Attn: Chris Hake 2801 E. Camelback Road, Suite 200 Phoenix, Arizona 85016
with a copy to:	Brownstein Hyatt Farber Schreck, LLP 675 15 th Street, Suite 2900 Denver, Colorado 80202 Attn: Caitlin Quander, Esq.
If to Primary Occupant:	Target Target Corporation Target Properties Attn: Real Estate Portfolio Management/ [Monument, CO, T-___] 1000 Nicollet Mall, TPN 12H Minneapolis, MN 55403
with a copy to:	Target Corporation Legal Department

Attn: Alex Tselos
1000 Nicollet Mall, TPS-3155
Minneapolis, MN 55403

If to the District: Triview Metropolitan District
C/O District Manager
16055 Old Forest Point, Suite 302
Post Office Box 849
Monument, Colorado 80132

with a copy to: George Rowley, Esq.
White Bear Ankele Tanaka & Waldon
2154 E. Commons Avenue
Centennial, Colorado 80122

18. No Waiver of Governmental Immunity. No provision of this Agreement shall act or be deemed to be a waiver by the District of the Colorado Governmental Immunity Act, C.R.S. 24 10 101, et seq.

19. Estoppel Certificate. Any Party may request of the other Party, and the requested Party shall, within fifteen (15) business days, respond and certify by written instrument to the requesting Party that (a) this Agreement is unmodified and in full force and effect, (b) the existence of any default under this Agreement and the scope and nature of the default, if applicable, (c) the existence of any counterclaims which the requested Party has against the other Party, and (d) any other matters that may reasonably be requested in connection with this agreement and the Project. In the event a Party has not received an estoppel certificate within fifteen (15) business days from the date of the request, then in such event, said Party shall be entitled to prepare an estoppel certificate and deliver the certificate to the other Party and such estoppel certificate shall be binding upon such Party.

20. Nonliability of Certain Parties. No board member, partner, shareholder, officer, director, member, manager, trustee, employee, beneficiary, official, employee, agent, consultant or any other person composing any Party to this Agreement shall be personally liable to any other Party in the event of a default, or breach by the other Party.

21. No Public Assistance Impacts. Notwithstanding anything to the contrary in (i) this Agreement, (ii) the matters set forth in the recitals to this Agreement, (iii) the Governing Regime, and/or (iv) any other agreement relating to the matters covered in this Agreement (collectively, the “**Incentive Regime**”), neither the Property, nor the tenants or users of the Project, including the Primary Occupant (collectively, the “**Occupants**”), nor the customers of the Occupant(s) of the Project will ever, as a result of participation in the Incentives, be subject, unless pursuant to Generally Applicable Governmental Requirements, to any (a) monetary obligation, including any additional fees or any additional tax (ad valorem, sales tax, special assessments or otherwise) – by way of example only, the taxable rate on the Project may not be different from the generally applicable rate on other property within the jurisdiction in which the Project is located, and/or (b) non-monetary encumbrance, obligation or restriction (including, affirmative or negative covenants, easements, or restrictions with respect to construction, opening, sales, uses, public use and access of and within the Project or any portion thereof, record-keeping, reporting, insurance, employee obligations relating to operation, use and hiring [including collective bargaining], transfers of the Project, and contests of property assessments or taxes). “**Incentives**” mean the this Agreement, the Sales Tax Rebates, Use Tax Rebates, District Fee Rebates, and/or District Fee

Waivers. “**Generally Applicable Governmental Requirements**” means those obligations, including taxes, fees, and other requirements that are generally applicable to all similarly situated (although for the avoidance of doubt, excluding any participation with the Incentives in such determination of similarity) properties within the applicable jurisdiction.

22. No Recording; No Running with the Land. Neither this Agreement nor any memorandum or notice hereof shall be recorded. The respective rights of the District and Developer under this Agreement shall be personal to each of them, and shall not run with the land. Notwithstanding anything to the contrary within the Incentive Regime, no person undertakes any obligations of Developer under this Agreement by acquiring any portion of the Project or otherwise, unless such rights or obligations are specifically assigned and assumed by such person in writing by such person.

23. No Limitations on Conveyance. Notwithstanding anything to the contrary contained within the Incentive Regime, the District consents to the transfer of the portion of the Property contemplated to be acquired by the Primary Occupant (the “**Target Tract**”) pursuant to the Purchase Agreement by and between Target and Developer, to the Primary Occupant and that the Primary Occupant may thereafter transfer or convey interests in the Target Tract in Primary Occupant’s sole and absolute discretion.

24. Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. Signature and acknowledgement pages may be removed from one counterpart and inserted into another counterpart to form a single document and may be provided by .pdf. The words “and/or” mean each of the items listed whether together, in partial combination, or alone.

Remainder of page intentionally left blank; signature pages follow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TRIVIEW METROPOLITAN DISTRICT

James McGrady
District General Manager

ATTEST:

Sara Lamb
District Administrator

Adopted by Resolution No.

LEGACY DEVELOPMENT PARTNERS LLC,
an Arizona limited liability company.

By: _____
Name: _____
Title: _____

TARGET CORPORATION,
a Minnesota corporation,

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description

PARCEL A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6TH P.M., EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE N01°04'30"W, ALONG THE EAST OF SAID SECTION 26, 1121.82 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY LINE OF HIGBY SUBDIVISIONS AS RECORDED IN PLAN BOOK I-3 AT PAGE 19 OF SAID EL PASO COUNTY RECORDS; THENCE S89°05'W ALONG THE NORTH LINE OF HIGBY SUBDIVISIONS, 937.76 FEET TO A POINT ON THE NORTHWEST CORNER OF SAID HIGBY SUBDIVISIONS, WHICH IS ALSO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 25, DESCRIBED AS PARCEL NO. 29 IN THE QUIT CLAIM DEED TO THE STATE HIGHWAY COMMISSION OF COLORADO, RECORDED IN BOOK 1367 AT PAGE 335 OF SAID EL PASO COUNTY RECORDS, THENCE N25°41'50"W ALONG SAID EAST RIGHT OF WAY, 1224.93 FEET, THENCE N89°38'27"E, 1448.22 FEET, THENCE S01°04'30"E, 1098.05 FEET TO THE POINT OF BEGINNING

PARCEL B

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF EL PASO, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 25 SOUTH 89°45'33" EAST 578.65 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE; THENCE NORTH 00°14'25" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF BAPTIST ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING 2 COURSES:

- 1) NORTH 89°45'35" WEST 240.79 FEET;
- 2) THENCE NORTH 77°20'53" WEST 103.27 FEET TO THE EASTERLY BOUNDARY OF THE HIGBY SUBDIVISION, A SUBDIVISION PLAT RECORDED IN PLAT BOOK I-3 AT PAGE 19, EL PASO COUNTY RECORDS;

THENCE ALONG THE EASTERLY AND NORTHERLY BOUNDARIES OF SAID HIGBY SUBDIVISION THE FOLLOWING 2 COURSES:

- 1) NORTH 00°18'33" WEST 1072.24 FEET;
- 2) THENCE SOUTH 89°41'27" WEST 240.74 FEET TO THE WESTERLY LINE OF SAID SOUTHWEST ¼ OF SECTION 25;

THENCE ALONG SAID WESTERLY LINE NORTH 00°28'30" WEST 814.05 FEET; THENCE DEPARTING SAID WESTERLY LINE SOUTH 89°45'06" EAST 688.29 FEET; THENCE NORTH 00°18'33" WEST 69.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1240.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 54°08'05" EAST, THENCE SOUTHEASTERLY

154.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°08'05"; THENCE TANGENT TO SAID CURVE SOUTH 43°00'00" EAST 550.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 860.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY 649.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°14'25"; THENCE TANGENT TO SAID CURVE SOUTH 00°14'25" WEST 46.43 FEET TO THE NORTHERLY LINE OF JACKSON CREEK CROSSING, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 98087543, SAID EL PASO COUNTY RECORDS; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID JACKSON CREEK CROSSING THE FOLLOWING 2 COURSES:

- 1) NORTH 89°45'35" WEST 120.00 FEET;
- 2) THENCE SOUTH 00°14'25" WEST 819.87 FEET TO SAID NORTHERLY RIGHT OF WAY OF BAPTIST ROAD;

THENCE ALONG SAID NORTHERLY RIGHT OF WAY NORTH 89°45'35" WEST 673.80 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF JACKSON CREEK CROSSING, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 98087543, EL PASO COUNTY RECORDS, WHENCE THE SOUTHEAST CORNER OF SAID JACKSON CREEK CROSSING BEARS SOUTH 00°14'25" WEST, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE; THENCE NORTH 00°14'25" EAST 80.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 690.00 FEET; THENCE NORTHERLY AND NORTHWESTERLY 533.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°18'50"; THENCE TANGENT TO SAID CURVE NORTH 44°04'25" WEST 531.50 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2072.00 FEET; THENCE NORTHWESTERLY 192.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°18'56" ; THENCE SOUTH 89°45'06" EAST 106.97 FEET; THENCE NORTH 00°18'33" WEST 69.15 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1240.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 54°08'05" EAST; THENCE SOUTHEASTERLY 154.41 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°08'05"; THENCE TANGENT TO SAID CURVE SOUTH 43°00'00" EAST 550.30 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 860.00 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY 649.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°14'25"; THENCE TANGENT TO SAID CURVE SOUTH 00°14'25" WEST 46.43 FEET TO THE NORTHERLY BOUNDARY OF SAID JACKSON CREEK CROSSING; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 89°45'35" WEST 120.00 FEET OT THE POINT OF BEGINNING, COUNTY OF EL PASO, STATE OF COLORADO.

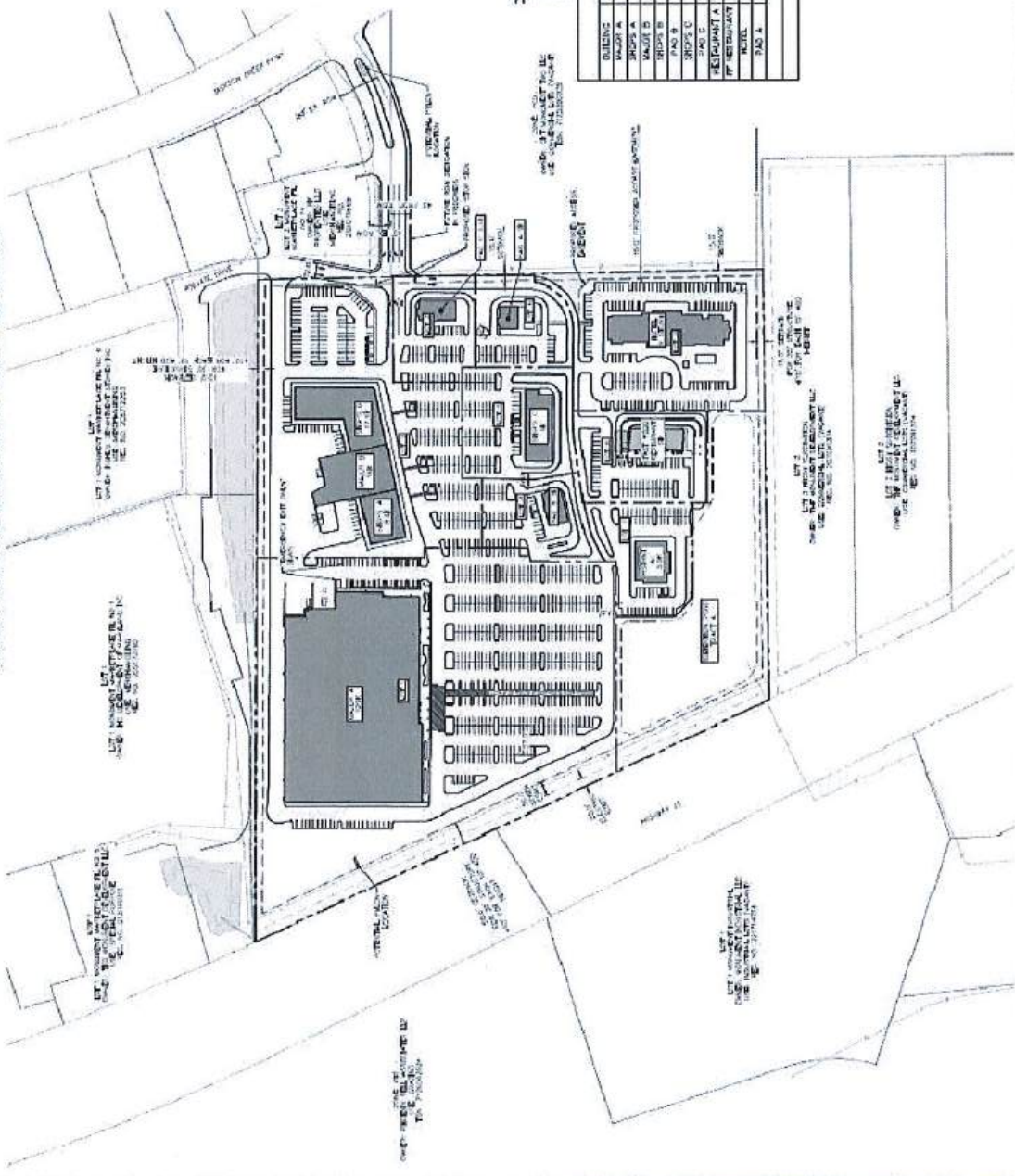
PARCEL C

LOTS 1, 2 AND 3, HIGBY SUBDIVISIONS, RECORDED UNDER RECEPTION NO. 512954 IN RECORDS OF THE EL PASO COUNTY CLERK AND RECORDER, STATE OF COLORADO.

EXHIBIT B

Site Plan

MONUMENT RETAIL DEVELOPMENT



NAME	AREA (AC)
LOT 1	11.82
LOT 2	2.28
LOT 3	0.93
LOT 4	0.93
LOT 5	0.93
LOT 6	0.93
LOT 7	0.93
LOT 8	0.93
LOT 9	0.93
LOT 10	0.93
LOT 11	0.93
TRACT A	1.49

TABLE DURING DEVELOPMENT
 1. 15 SPACES TO BE PROVIDED FOR THE DEVELOPMENT
 2. 15 SPACES TO BE PROVIDED FOR THE DEVELOPMENT
 3. 15 SPACES TO BE PROVIDED FOR THE DEVELOPMENT
 4. 15 SPACES TO BE PROVIDED FOR THE DEVELOPMENT
 5. 15 SPACES TO BE PROVIDED FOR THE DEVELOPMENT

BUILDING	RETAIL AREA/FOOTPRINT	RESTAURANT AREA	SPACES REQUIRED	SPACES PROVIDED
PHASE A	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE B	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE C	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE D	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE E	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE F	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE G	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE H	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE I	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE J	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE K	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE L	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE M	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE N	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE O	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE P	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE Q	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE R	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE S	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE T	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE U	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE V	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE W	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE X	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE Y	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
PHASE Z	10,000 SQ FT	3,000 SQ FT	100 SPACES	100 SPACES
TOTAL	100,000 SQ FT	30,000 SQ FT	1,000 SPACES	1,000 SPACES



GRAPHIC SCALE 1" = 100'

Kimley-Horn
 © 2000 KIMLEY-HORN AND ASSOCIATES, INC.
 1000 PINE STREET, SUITE 200
 DENVER, COLORADO 80202-1794

Insert #1

Legacy Development Partners

Jim McGrady

From: Lisa Carpenter <lisa@keyslauerarchitects.com>
Sent: Monday, April 14, 2025 11:15 AM
To: Jim McGrady
Cc: Steve Sheffield; Robert Lewis; Victor Lauer
Subject: Meeting with Crossland

Hi Jim,

Vic and I just met with Crossland and we feel very confident with them as our Contractor. I ran through some of the big ticket items and they have everything covered. We can move forward with them as the chosen contractor and you can announce that at the meeting Thursday. They will start to get subs, submittals, etc. lined up so we can have things ready to go when we get planning and permit approval.

They also seemed very interested in working on the development piece so you can let Andrew know.

Excited to work with these guys!

Thanks,

Lisa Carpenter Architect, AIA, LEED AP
Associate, Keys + Lauer Architects



719.634.3751
11681 Voyager Parkway, #200
Colorado Springs, CO 80921
www.KeysLauerArchitects.com

Triview Administrative Building
Monument, CO
Bid Form
04/10/25

BASE BID: \$3,382,211

ADD Alternate (Concrete Paving ILO Asphalt): + \$114,008

VE Deduct (If Fire Alarm System is Not Needed): - \$24,025

Bid is per the drawings, project specifications and bid docs, please take note of the following clarifications and exclusions.

General List of Exclusions

- Bid Excludes Fire Suppression System
- Bid Excludes Building Permit Costs, Plan Review Fees, and Tap Fees
- Bid Excludes 3rd Party Material Testing & Inspections
- Bid Excludes Dry Utility Install/Costs (Primary Power Service, Transformer, Gas Main, Gas Meter, Telecom Service, Telecom Pedestal. Crossland Will Help Coordinate)
- Bid Excludes FF&E
- Bid Excludes Low Voltage Cabling or Systems (By Owner per Addendum)
- Bid Excludes Snow Fence on Roof (Specified Manufacturer TILCOR does not allow snow fence on stone coated steel roof systems) (ADD \$3,000 if Desired)

Clarifications

- Bid Acknowledges Addendum 01 and RFI's
- Bid Includes Builders Risk Insurance, General Liability Insurance to meet Owner Requirements
- Bid Includes Payment & Performance Bond
- Bid Includes Subcontractor Payment & Performance Bonds on Subcontracts Over \$100k
- Bid Includes Site Paving as 4" Asphalt over 6" Class 6 Road Base (See ADD Alternate for 5" & 6" Concrete Paving Option)
- Bid Includes 4" of Gravel Underslab
- Bid Includes Foundation Perimeter Drain System

Respectfully submitted on this 10th day of April 2025.

Thank you for giving us the opportunity to bid on this project. We look forward to hearing from you.



Corey Reeves
Estimator – Colorado Division
creeves@crossland.com

Schedule of Values

Project: *Triview Administrative Building*
Date: *4.10.25*

CROSSLAND
CONSTRUCTION COMPANY, INC.

Bid Package	Description	SITework COST TOTAL	ACRES	BUILDING COST TOTAL	GSF	TOTAL	GSF	
			2.00 \$/ACRE		8,030 \$/GSF		8,030 \$/GSF	% of Total
01A	General Conditions & Project Requirements	\$ -	\$ -	\$ 207,000	\$ 25.78	\$ 207,000	\$ 25.78	6.12%
01B	Surveying & Staking	\$ 21,440	\$ 10,720	\$ -	\$ -	\$ 21,440	\$ 2.67	0.63%
01C	Final/Rough Cleaning	\$ -	\$ -	\$ 2,500	\$ 0.31	\$ 2,500	\$ 0.31	0.07%
01D	Private Site Utility Locates	\$ 1,000	\$ 500	\$ -	\$ -	\$ 1,000	\$ 0.12	0.03%
03A	Site Concrete	\$ 107,086	\$ 53,543	\$ -	\$ -	\$ 107,086	\$ 13.34	3.17%
03B	Building Concrete	\$ -	\$ -	\$ 138,071	\$ 17.19	\$ 138,071	\$ 17.19	4.08%
03C	Architectural Site Precast Walls	\$ -	\$ -	\$ 61,248	\$ 7.63	\$ 61,248	\$ 7.63	1.81%
04A	Masonry	\$ -	\$ -	\$ 41,633	\$ 5.18	\$ 41,633	\$ 5.18	1.23%
05A	Structural Steel, Steel Joists, Misc. Metals	\$ -	\$ -	\$ 125,851	\$ 15.67	\$ 125,851	\$ 15.67	3.72%
06A	Wood Framing & Lumber	\$ -	\$ -	\$ 248,839	\$ 30.99	\$ 248,839	\$ 30.99	7.36%
06B	Millwork & Countertops	\$ -	\$ -	\$ 47,300	\$ 5.89	\$ 47,300	\$ 5.89	1.40%
06B	FRP	\$ -	\$ -	\$ 1,032	\$ 0.13	\$ 1,032	\$ 0.13	0.03%
07A	Joint Sealants	\$ -	\$ -	\$ 13,500	\$ 1.68	\$ 13,500	\$ 1.68	0.40%
07B	Damproofing & Rigid	\$ -	\$ -	\$ 6,800	\$ 0.85	\$ 6,800	\$ 0.85	0.20%
07C	Building Insulation	\$ -	\$ -	\$ 87,356	\$ 10.88	\$ 87,356	\$ 10.88	2.58%
07D	Firestopping	\$ -	\$ -	\$ 3,500	\$ 0.44	\$ 3,500	\$ 0.44	0.10%
07E	Air Barrier	\$ -	\$ -	\$ 12,958	\$ 1.61	\$ 12,958	\$ 1.61	0.38%
07F	Metal Panel Soffit	\$ -	\$ -	\$ 38,660	\$ 4.81	\$ 38,660	\$ 4.81	1.14%
07G	Roofing	\$ -	\$ -	\$ 134,970	\$ 16.81	\$ 134,970	\$ 16.81	3.99%
07H	Stucco	\$ -	\$ -	\$ 42,019	\$ 5.23	\$ 42,019	\$ 5.23	1.24%
07I	Flashings	\$ -	\$ -	\$ 12,500	\$ 1.56	\$ 12,500	\$ 1.56	0.37%
08A	Doors, Frames, Hardware	\$ -	\$ -	\$ 35,899	\$ 4.47	\$ 35,899	\$ 4.47	1.06%
08B	Aluminum Storefront & Glazing	\$ -	\$ -	\$ 235,179	\$ 29.29	\$ 235,179	\$ 29.29	6.95%
08C	Skylights	\$ -	\$ -	\$ 47,865	\$ 5.96	\$ 47,865	\$ 5.96	1.42%
08D	Overhead Doors	\$ -	\$ -	\$ 48,983	\$ 6.10	\$ 48,983	\$ 6.10	1.45%
09A	Drywall	\$ -	\$ -	\$ 55,883	\$ 6.96	\$ 55,883	\$ 6.96	1.65%
09B	Acoustical Ceilings	\$ -	\$ -	\$ 33,810	\$ 4.21	\$ 33,810	\$ 4.21	1.00%
09C	Painting	\$ -	\$ -	\$ 31,900	\$ 3.97	\$ 31,900	\$ 3.97	0.94%
09D	Flooring & Tile	\$ -	\$ -	\$ 43,437	\$ 5.41	\$ 43,437	\$ 5.41	1.28%
10A	Signage	\$ -	\$ -	\$ 3,250	\$ 0.40	\$ 3,250	\$ 0.40	0.10%
10B	Fire Extinguishers & Cabinets	\$ -	\$ -	\$ 561	\$ 0.07	\$ 561	\$ 0.07	0.02%
10C	Toilet Accessories	\$ -	\$ -	\$ 4,668	\$ 0.58	\$ 4,668	\$ 0.58	0.14%
10D	Flagpole	\$ -	\$ -	\$ 8,813	\$ 1.10	\$ 8,813	\$ 1.10	0.26%
10E	Knox Box & Misc. Specialties	\$ -	\$ -	\$ 4,000	\$ 0.50	\$ 4,000	\$ 0.50	0.12%
11A	Shelves & Workbenches	\$ -	\$ -	\$ 12,500	\$ 1.56	\$ 12,500	\$ 1.56	0.37%
12A	Bike Racks	\$ 750	\$ 375	\$ -	\$ -	\$ 750	\$ 0.09	0.02%
12B	Window Coverings	\$ -	\$ -	\$ 5,347	\$ 0.67	\$ 5,347	\$ 0.67	0.16%
22A	Plumbing	\$ -	\$ -	\$ 114,544	\$ 14.26	\$ 114,544	\$ 14.26	3.39%
23A	HVAC	\$ -	\$ -	\$ 198,733	\$ 24.75	\$ 198,733	\$ 24.75	5.88%
26A	Electrical	\$ -	\$ -	\$ 269,638	\$ 33.58	\$ 269,638	\$ 33.58	7.97%
28A	Fire Alarm	\$ -	\$ -	\$ 22,770	\$ 2.84	\$ 22,770	\$ 2.84	0.67%
31A	Erosion Control	\$ 40,085	\$ 20,043	\$ -	\$ -	\$ 40,085	\$ 4.99	1.19%
31B	Earthwork	\$ 176,645	\$ 88,323	\$ -	\$ -	\$ 176,645	\$ 22.00	5.22%
32A	Asphalt Paving & Striping	\$ 100,655	\$ 50,328	\$ -	\$ -	\$ 100,655	\$ 12.53	2.98%
32B	Landscape & Irrigation	\$ 86,903	\$ 43,452	\$ -	\$ -	\$ 86,903	\$ 10.82	2.57%
32C	Fence & Gates	\$ 57,881	\$ 28,941	\$ -	\$ -	\$ 57,881	\$ 7.21	1.71%
33A	Site Utilities	\$ 199,815	\$ 99,908	\$ -	\$ -	\$ 199,815	\$ 24.88	5.91%
		\$ 792,260	\$ 396,130	\$ 2,403,517	\$ 299.32	\$ 3,195,777	\$ 397.98	94.49%
	Contractors Contingency	\$ -	\$ -	\$ 16,938	\$ 2.11	\$ 16,938	\$ 2.11	0.50%
	GL Insurance	\$ -	\$ -	\$ 11,887	\$ 1.48	\$ 11,887	\$ 1.48	0.35%
	Builders Risk Insurance	\$ -	\$ -	\$ 18,703	\$ 2.33	\$ 18,703	\$ 2.33	0.55%
	Payment & Performance Bond	\$ -	\$ -	\$ 20,433	\$ 2.54	\$ 20,433	\$ 2.54	0.60%
	Overhead & Profit	\$ -	\$ -	\$ 118,474	\$ 14.75	\$ 118,474	\$ 14.75	3.50%
	TOTAL COST	\$ 792,260	\$ 396,130	\$ 2,589,951	\$ 322.53	\$ 3,382,211	\$ 421.20	100.00%

Insert #2

**Crossland Construction
Company, Inc.**

CM/GC AGREEMENT BETWEEN
TRIVIEW METROPOLITAN
DISTRICT AND KIEWIT
INFRASTRUCTURE
CO. FOR
CONSTRUCTION SERVICES
FOR THE 1.5 MG STORAGE TANK
EL PASO COUNTY, CO

AGREEMENT

Made as of the 18th day of April in the year 2025.

BETWEEN the District: Triview Metropolitan District
16055 Old Forest Point, Suite 302
Monument, CO 80132

And the Contractor: Kiewit Infrastructure Co.
10055 Trainstation Circle
Lonetree, CO 80124

For the following Project:

1.5 MG Storage Tank Project Phase One – Preconstruction Services
1.5 MG Storage Tank Project Phase Two – Initial Site Preparation

PART 1

CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of the following:
 - (a) This Agreement
 - (b) The Contractors Unit Pricing for Phase 1 - Attachment A
 - (c) Unanticipated Circumstances - Attachment B
 - (d) Request for Proposals dated November 9, 2024 – Attachment C
 - (e) Kiewit's 1.5 MG Storage Tank Proposal dated December 9, 2024 – Attachment D
 - (f) Notice of Award dated December 16, 2024 – Attachment E
 - (g) Acceptance of Notice of Award dated December 17, 2024 – Attachment E
 - (h) Performance Bond and Labor and Material Payment Bond – Attachment F
 - (i) Contractors Certificate of Insurance – Attachment G
 - (j) Triview 1.5 MG Storage Tank 90% Plan Set dated November 2024, Revised March 24, 2025
 - (k) Triview 1.5 MG Storage Tank Technical Specifications 90% dated November 2024
 - (l) Triview Metropolitan District General Conditions and Standard Specifications
- 1.2 All of the above-listed Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Agreement.
- 1.3 The Contract Documents represent the entire and integrated agreement between the parties hereto and supersede any and all prior negotiations, representations or agreements, either written or oral. Except as provided herein, this Contract may not be modified or amended except by written agreement signed by the parties.
- 1.4 The Agreement is this executed Standard Form of Agreement between District and Contractor.

PART 2

CONTRACT SUM

- 2.1 The District shall pay the Contractor, in the current funds, for the Contractor's performance of the Contract in the total lump sum amount of **\$971,800.00 for Phase One-Preconstruction Services and Phase Two – Initial Site Preparation of the Project**, subject to additions and deductions as agreed to during the negotiations for a Guaranteed Maximum Price. During said negotiations, final quantities will be determined based upon final design plans.
- 2.2 Based upon Invoices submitted by the Contractor, the District shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.
- 2.3 **Retainage.** The amount to be retained from payment shall be Five (5) percent of the value of the completed work, exclusive of payments for materials on hand, but not greater than one and one-half (1.5) percent of the amount of the contract. When the retainage has reached one and one-half (1.5) percent of the amount of the contract, no further retainage will be made, and this amount will be retained until such time as final payment is made. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. Section 24-91-103.
- 2.4 The appropriated funds for this project are equal to or exceed the amount of the contract stated in Paragraph 2.1. Pursuant to C.R.S. §24-91-103.6 (2), any change order or change directive requiring additional compensable work to be performed which work causes the aggregate amount available under the contract to exceed the amount appropriated for the original contract shall be agreed to in writing, signed by both parties and shall assure that the District has made lawful appropriations to cover the cost of the additional work. Any change order or directive made by the District requiring additional compensable work to be performed shall be reimbursed at the contractor's costs on a monthly basis for all additional direct work performed until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the District for the additional compensable work to be performed.

PART 3

SCOPE OF SERVICES

- 3.1 The Contractor and Triview Metropolitan District executed the Phase One – Preconstruction Services Agreement dated December 17, 2024 and will execute Phase Two – Initial Site Preparation as detailed and quantified in Attachment A – Contractors Unit Pricing Dated April 2, 2025, and any addenda issued, the Contractor's proposal dated December 9, 2024, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 4

DISTRICT'S RESPONSIBILITIES

- 4.1 The District shall provide full information regarding requirements for Work to be performed.
- 4.2 The District shall designate, when necessary, a representative authorized to act in the District's behalf with respect to the Project or Project Documents.
- 4.3 The District shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.
- 4.4 The District shall provide Contractor access to the Project site for Contractor's performance of the Work and secure all required rights of ways or easements for construction of the Project.
- 4.5 The District and/or its Engineer is responsible for 100% of the design of the Project.

PART 5

DATE OF COMMENCEMENT

- 5.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the District.

PART 6

CONTRACTOR'S PROJECT SCHEDULE

- 6.1 The Contractor shall provide a Critical Path Method (CPM) schedule ("Project Schedule") covering the duration of the Work, beginning with the receipt of the signed Agreement, and concluding with Substantial Completion. The following requirements must be met:
 - (a) The Project Schedule shall include design, engineering, agency review, permitting process, construction, and anticipated weather days.
 - (b) The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work. Each activity shall contain only the Work of a single trade or subcontractor.
 - (c) Each activity shall be less than ten (10) working days in duration. Procurement and material delivery, surveying, and shop drawing approvals may exceed ten (10) working

days in duration. Activities exceeding the (10) working days in duration shall be separated into two or more individual activities by area, type of work, etc. to allow for effective monitoring of the Work.

(d) Each activity shall be cost loaded. The sum of all cost loaded activities shall be equal to the Contract Price. Any cost associated with drawings or submittals shall be included in the cost loading of the Work.

(e) The Project Schedule must include activities that indicate work by others that may affect the Contractor's Work.

- 6.2 **Adverse Weather Conditions.** Extensions of time based upon weather conditions shall be granted only if the Contractor clearly demonstrates that such conditions were severe, could not have been reasonably anticipated, and that such conditions adversely affect the Contractor's Work and thus required additional time to complete the Work.

6.2.1 An adverse weather day must prevent Work for 50 percent or more of the Contractor's workday and be documented by the Contractor and provided to the District within two calendar days. The District will use the written notification in determining the number of calendar days for which Work was delayed during each month.

6.2.2 The Project Schedule must reflect anticipated adverse weather delays on all weather-dependent activities. While extensions of time can be granted for adverse weather as described above, no monetary compensation shall be made by the District for any costs to the Contractor arising out of such delays.

- 6.3 Contractor shall update Project Schedule on a monthly basis and review with the District on a weekly basis at the weekly progress meeting. Each revision shall indicate actual progress to date, changes resulting from change orders, and planned changes, as necessary to complete the Work in accordance with the Contract Documents.

- 6.4 All costs associated with the development and maintenance of the Project Schedule shall be borne by the Contractor.

PART 7

TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 7.1 The date of beginning and the time for completion of the work are essential conditions of the Contract Document and the work embraced shall be commenced on the date specified in the Notice to Proceed.
- 7.2 The Contractor will proceed with the work at such a rate or progress to insure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Contracting Agency, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- 7.3 Should the Contractor fail to complete the work within the Contract time, or extension of time granted by the District, the Contractor shall pay the District the amount of liquidated damages as specified in the Bid Documents for each calendar day the Contractor may be in default of the time stipulated in the Contract Documents, and such liquidated damages are District's the sole and exclusive remedy for such delay.
 - 7.3.1 The Contractor shall not be charged with liquidated damages provided the delay in the completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the District or Engineer.
 - 7.3.1.1 To any preference, priority or allocation order duly assigned by the District.
 - 7.3.1.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of omission of the District, floods, epidemics, quarantine restrictions, strikes, material or fuel shortages due to governmental regulations or allocations, freight embargoes and abnormal or unusually severe weather.
 - 7.3.1.3 Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time fixed for its completion may have been extended, will in no way operate as a waiver on the part of the District of any of its rights under the Contract.

PART 8

FINAL INSPECTION AND FINAL PAYMENT

- 8.1 **Final Inspection.** The Contactor shall notify the District when the Work is complete and ready for final inspection by means of a letter of completion. Within ten (10) working days thereafter, the District shall make a final inspection to determine whether the Work has been completed in accordance with the Contract Documents and shall submit a written list of any defects to the Contractor. The Contractor shall promptly correct any defects without additional cost to the District within ten (10) working days after receipt of the list of defects. If any defects cannot be corrected within ten (10) working days, the Contractor shall initiate corrective measures within said period of ten (10) working days and shall thereafter pursue correction of such defects promptly and with due diligence. The Contractor shall also deliver to the District all guarantees and warranties, all statements to support state sales and use tax refunds, final plan set, record sets, as-constructed plans, geotechnical reports, documentations and calculations, approved shop drawing, and material testing records as a complete package. The Contractor shall provide the District with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter).
- 8.2 **Final Acceptance and Final Payment.** If the Contractor has completed the Work in a manner finally acceptable to the District ("Final Acceptance"), the District may authorize final payment ("Final Payment") from the Retained Amount upon written request by invoice of the Contractor and completion of the following conditions:
- (a) The District shall determine that satisfactory and substantial reasons exist for the Final Payment;
 - (b) The District shall require written approval from any surety furnishing bonds for the Work;
 - (c) The District shall require the Contractor to provide evidence that payment has been made to all subcontractors, consultants, and suppliers;
 - (d) A notice of contractor's settlement shall have been published in accordance with C.R.S. §38-26-107.

PART 9

DISTRICT'S RIGHT TO STOP THE WORK

- 9.1 If the Constructor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the District, by written order, may order the

Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

- 9.2 The District may order the Contractor in writing to suspend all or any part of the Work for such period of time as the District may determine to be appropriate for the District's convenience.
- 9.3 Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- 9.4 If the District, pursuant to paragraph 8.2, suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Contract Price, as applicable.

PART 10

DISTRICT'S RIGHT TO CARRY OUT THE WORK

- 10.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the District to commence and continue correction of such default or neglect with diligence and promptness, the District may, without prejudice to any other remedies it may have, initiate, and complete the necessary work to cure such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Contractor, the cost of correcting such deficiencies, including compensation for the any additional services of the District's consultants made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District by way of reimbursement.

PART 11

UNCOVERING THE WORK

- 11.1 If any portion of the Work is covered contrary to the request of the District or contrary to requirements specifically expressed in the Contract Documents relative to inspection by the District, it must, if required in writing by the District, be uncovered for its observation and inspection and shall be replaced at the Contractor's expense.
- 11.2 If any other portion of the Work has been covered, the District may request to see such Work and the Contractor shall uncover it. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the

District by appropriate Change Order. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the District caused this condition, in which event the District shall be responsible for the payment of such costs.

PART 12

CORRECTION OF WORK

- 12.1 The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all plans, reports, drawings, and other services rendered by the Contractor, and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.
- 12.2 The Contractor shall promptly correct all Work rejected by the District as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the District's additional cost made necessary thereby. This obligation shall survive termination of the Contract. The District shall give such notice promptly after discovery of the condition.
- 12.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the District waives such removal, in writing.
- 12.4 If the Contractor fails to correct defective or non-conforming Work, the District may correct it in accordance with Part 9 (District's Right to Carry Out the Work).
- 12.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the District, the District may remove such work and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days after billing from the District for such costs, the District, upon ten (10) additional days written notice, may sell such Work (materials and equipment) at auction or at private sale and shall account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the District's additional costs made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District by way of reimbursement.

- 12.6 The Contractor shall bear the cost of making good all work of the District or separate contractors destroyed or damaged by such correction or removal, unless in the District's sole discretion, the District agrees to a percentage deduction of the total contact payment, in lieu of said correction or removal of Work.

PART 13

CHANGES IN THE WORK

- 13.1 The District may from time to time, by written notice to the Contractor; extend the Start or Completion Dates or make changes in the Work necessary or convenient to accomplish the purpose intended by the Contract Documents. The District shall have such further authority, if any, as may be specifically granted or authorized by the District to initiate or process administrative Change Orders affecting the price or quantity of the Work to be performed. A Change Order is a written order to the Contractor signed by the District, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Completion Date or Contract Price. By signing the Change Order, the Contractor indicates agreement with the Change Order, including, without limitation, the adjustment in the Contract Price or the Period of Performance set forth within such Change Order. The Contractor agrees to minimize the cost of all Change Order to the extent possible.
- 13.2 The cost or credit to the District resulting from a change in the Work shall be determined in one or more of the following ways:
- (a) by mutual acceptance of a lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation.
 - (b) by unit prices stated in the Contract Documents or subsequently agreed upon; or
 - (c) by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

PART 14

TERMINATION OF AGREEMENT

- 14.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination; provided non-defaulting party provides written notice of such default and defaulting party fails to cure such default within thirty (30) days after such notice. If such default is not cured within thirty (30) days after said notice, then non-defaulting party may pursue resolution under Dispute Resolution section 20.1 below.

- 14.2 This Agreement may be terminated by the District upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned.
- 14.3 If Contractor is adjudged bankrupt, files or suffers to be filed a petition for relief under the Bankruptcy Act or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency, Contractor shall be in default. If such default is not cured within ten (10) days after notice, then District may pursue any remedy or combination of remedies available at law or equity, including, without limitation: (a) terminating this Contract; (b) applying any retainage or other amounts due to Contractor to cure Contractor's defaults or compensate District for damages suffered; (c) taking any action necessary to perform all or any of the Work and Contractor's other obligations hereunder by other means, in which case Contractor shall upon demand reimburse Owner for any amounts expended by District in excess of the amounts that would be due hereunder; (d) pursuing an action for damages; or (e) pursuing any other remedies provided by this Contract or by law or equity. All remedies shall be cumulative and not exclusive.

PART 15

NONDISCRIMINATION

- 15.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, nation origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bonafide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 15.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

PART 16

HOLD HARMLESS/INDEMNIFICATION

- 16.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Triview Metropolitan District, and its officers and its employees, from and

against all liability, claims, and demands, on account of any injury, loss, or damage, to the extent caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is legally responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Triview Metropolitan District.

PART 17

BOND AND INSURANCE

- 17.1 **Performance and Payment Bonds.** For the construction portion of the Work, the Contractor shall furnish, at the Contractor's expense, a performance bond and a separate labor and materials payment bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work, the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the District. The bonds shall be delivered to the District's Manager prior to the commencement of the Work and shall remain in effect until one year from completion of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed Change Order or contract amendment
- 17.2 **Insurance.** The Contractor and any subcontractors shall purchase and maintain insurance coverage in a company or companies licensed to do business in the State of Colorado in not less than the minimum limits set forth in the Invitation for Bids. Certificates evidencing such coverage shall be delivered to the District's Manager prior to the start of Work. Such certificates shall name the Triview Metropolitan District as additional insured, and which shall further provide that coverage may not be discontinued or materially modified without at least 15 days prior written notice to the Triview Metropolitan District.

PART 18

COMPLIANCE WITH LAWS

- 18.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provision of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the Triview Metropolitan District in writing, and any necessary changes shall be made as provided herein.

PART 19

INDEPENDENT CONTRACTOR

- 19.1 There is not employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

PART 20

MISCELLANEOUS PROVISIONS

- 20.1 This Agreement shall be governed by the laws of the State of Colorado.

Dispute Resolution.

A. All disputed matters that the parties are unable to resolve through management discussions will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in

[Article 17] or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.

E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.

F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.

G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees, or consultants of any of them) who is not a party to this Contract unless:

1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.

H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the applicable law relating to vacating or modifying an arbitral award.

I. Except as may be required by applicable law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by applicable law or the Agreement. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

20.2 The District and the Contractor respectively bind themselves, their partners, agents, successors, assigns and legal representatives to the other party to this Agreement and to the partners, agents, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Contractor shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.

20.3 Contractor shall be required to comply with applicable safety regulations.

20.4 This project is being conducted in accordance with the Triview Metropolitan District Purchasing Policy.

20.5 Prior to start of any phase of Work, the following documents must be on file in the District Manager's office.

21.5.1 Certificates of Insurance, as required by the Contract Documents

21.5.2 Completed W-9 Form

21.5.3 Contractor's Business License

21.5.4 Triview Metropolitan District Sales Tax Exemption License, as required

21.5.6 Performance Bond

21.5.7 Labor and Material Payment Bond

21.5.8

Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in obtaining their own certificate of tax exemption for the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.
3. Owner will not reimburse Contractor for any sales or use taxes paid to the State or any county or municipality from which Owner or the Project are exempt.

21.5.9 In no event shall either party be liable to the other party in connection with this Contract and/or the Work, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, liquidated, incidental or punitive damages, even if a party has been advised of the possibility of such damages; and/or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

Nothing in the Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District, and, in particular, governmental immunity afforded or available to the District, pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

PART 22

OWNERSHIP

- 22.1 Regardless of the future services retained by the successful contractor, all the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the Triview Metropolitan District. Any furnished materials shall remain the property of the Triview Metropolitan District. All such items shall be delivered to the Triview Metropolitan District in usable condition after completion of the work, and prior to submission of the invoice for payment.

- 22.2 Any materials excavated from the project site shall be used on the project where possible. The District reserves the right to maintain possession of any unused excavated materials at the district's discretion.

PART 23

SEVERABILITY

- 23.1 If any provision in the Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part of provision hereof.

THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the District.

DISTRICT:

TRIVIEW METROPOLITAN DISTRICT

By: _____

Jim McGrady
District Manager
16055 Old Forest Point, Suite 302
Monument, CO 80132

(SEAL)

ATTEST:

CONTRACTOR:

KIEWIT INFRASTRUCTURE CO.

By: _____
Signature

Title

Date

Attachment A

Construction Unit Pricing

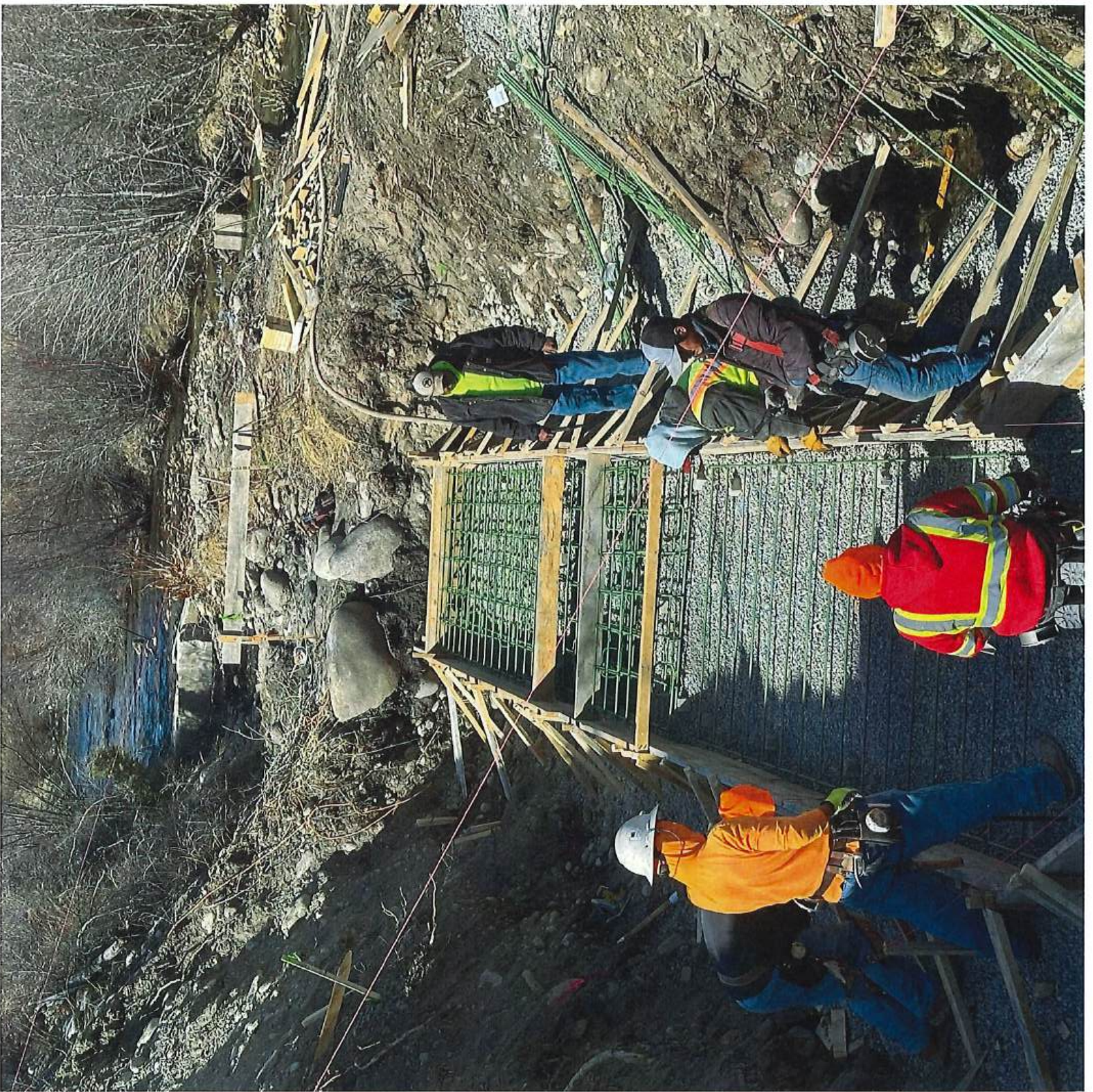
ROUGH ORDER OF MAGNITUDE

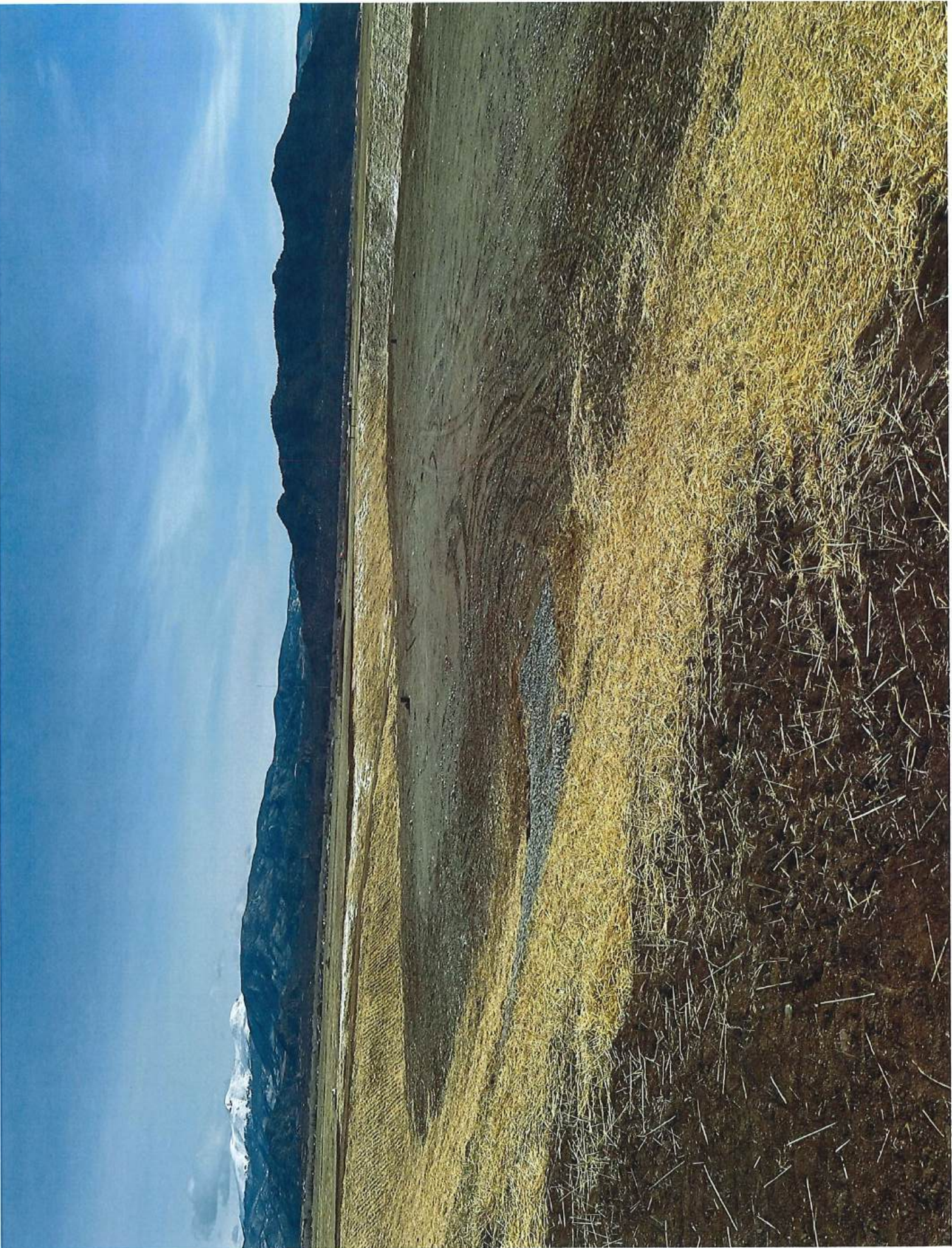
Pay Item #	Pay Item Description	90% Date: 4/1/2024				Over Run Allowable (Y or N)	Understanding of Pricing			
		Qty	UOM	Unit Price	Total Price		Inclusions	Exclusions	Assumptions / Qualifications	Pay Qualifications
1	10" Water Main Realignment	164	LF	\$ 800.00	\$ 131,200.00			Cathodic Protection		
2	6" Water Main Realignment	157	LF	\$ 650.00	\$ 102,050.00			Cathodic Protection		
3	GST Outlet	324	LF	\$ 600.00	\$ 194,400.00			Cathodic Protection		
4	Main Drain Line	294	LF	\$ 550.00	\$ 161,700.00			Cathodic Protection		
5	Access	420	LF	\$ 10.00	\$ 4,200.00					
6	Clear & Grub	1	Acre	\$ 20,000.00	\$ 20,000.00					
7	Topsoil	527	CY	\$ 130.00	\$ 68,510.00			Seeding or landscaping	Assumes TrView waste site within 5 miles of project.	
8	Site Excavation	1,442	CY	\$ 30.00	\$ 43,260.00					
9	Soil Nail Wall / Shotcrete	1,616	SF	\$ 30.00	\$ 48,480.00					
10	Mobilization	1	PLS	\$ 100,000.00	\$ 100,000.00		Bond is included in price. Builder's Risk insurance is included in price. Includes Stormwater Plan design and permit fee.			
11	Construction Survey	1	PLS	\$ 20,000.00	\$ 20,000.00					
Total Cost					\$ 893,800.00					
Landscape Plan: Precast Concrete Screen Wall (Allowance)					\$ 78,000.00					
TOTAL					\$ 971,800.00					



Assistant Manager
Training Report March/April 2025
By Steve Sheffield

- I Attended multiple meetings regarding the AVIC project. Easement and access, construction plans, on site visits for recharge pond, and “touch base” meetings with Matrix design regarding the headgate construction. Attend weekly on-site meetings every Friday.
- I continue to work with Kevin Fackerell and the RESPEC team to update the Triview Engineering Standards and Specifications. We hope to issue a new/updated manual later this spring.
- I continue to work with the Kiewit and RESPEC teams to strategize on a phased approach to constructing TMD’s new water storage tank on St. Lawrence Way. We hope to begin some construction and site prep by the end of May.
- Met with Jessie, TMD’s agronomist and the BV team to discuss and strategize the commencement of the revegetation plan for the Chicago Ranch. Matt Rayno and I also attended a site visit to identify weed treatment areas that need to be addressed in 2025.
- Nick Pallisco has replaced 23 commercial meters since the last Board meeting. We continue to replace the outstanding meters.
- The wastewater measuring flume 6” insert was removed (the flume is now 9”). 9” flume is more appropriate for Triview’s flows. We are currently analyzing early return data.
- I participated in various staff engagement activities
- I have included photos of the AVIC headgate construction as well as the recharge pond seeding project.







Triview Metropolitan Public Works April 2025 Report

List of April Projects:

- Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations
- Pre. Emergent ornamental beds application finish by end of month
- District Irrigation systems started up and repairs made.
- Ornamental mulch beds top dressed
- Aerations completed and overseeding in progress.
- District concrete repairs audit and send out to bid.
- Playground mulch to be installed in all district parks
- Paiute park Enhancements. New sidewalk installed and landscape started April 9th.
- Turf fertilizer round 1 completed April 11th 2025 for the district. Forest lakes to be completed April 14-18 2025.
- Fleet maintenance (Post snow work on multiple trucks and other equipment)
- Mower PM completed. Oil change new blades & ready to mow.
- Snow equipment repairs made, clean, salt neutralized, greased and lubed, and stored for summer.
- Groom District Trails.
- Completed all cutbacks and pine needle & pinecone pick up.

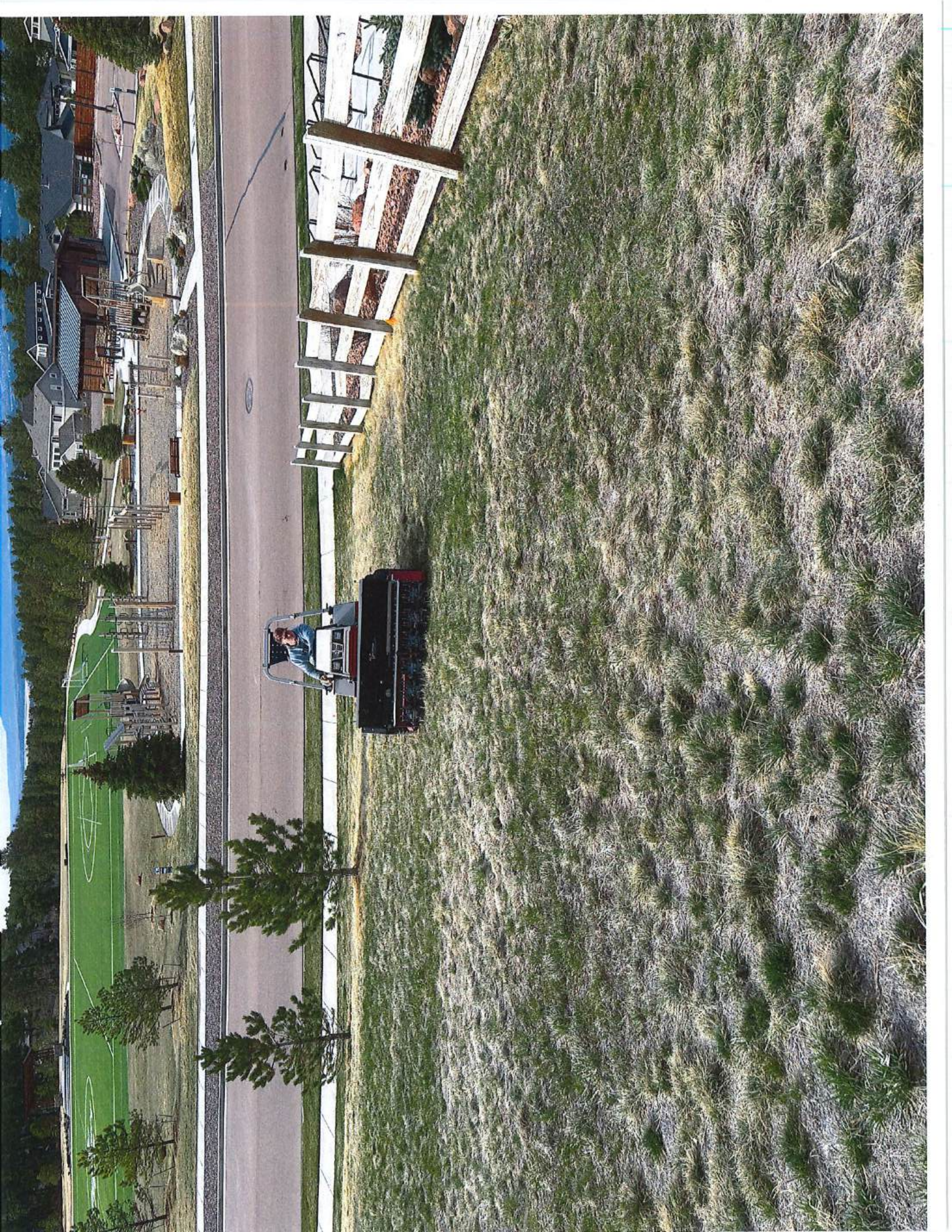


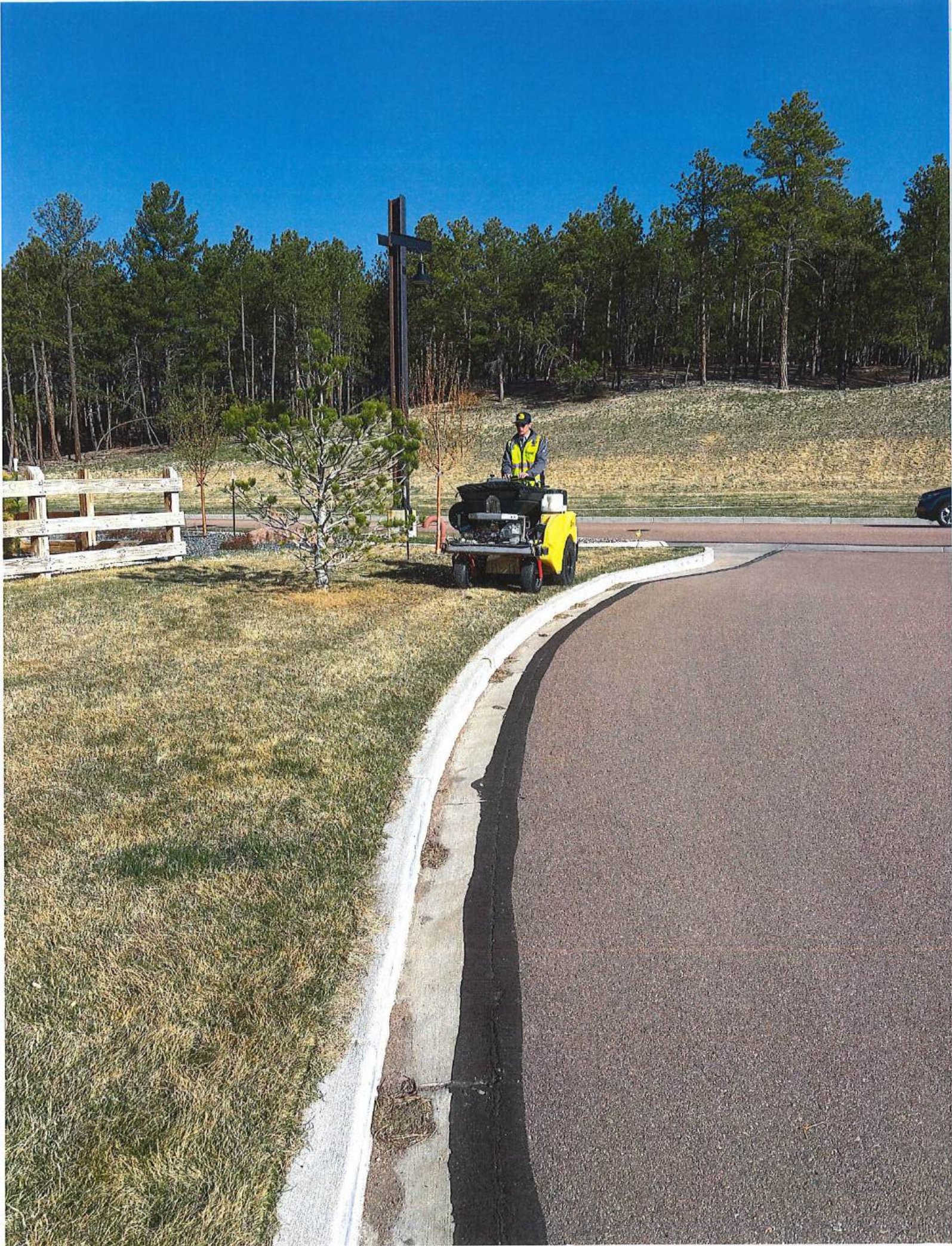
- District street sweeping on mains April 14-18th.
- Multiple projects to oversee at Forest Lakes "Landscape subcontractor projects".
- District Crack seal Lyons Tail, Jackson Creek Parkway, & small section on Higby. Completed April 12th.
- Summer help hires completed and will be at full staff May 20th.

Focus for May:

- Continued district beautification with street scapes and snow damage repairs.
- District tree audit and order.
- Set up mow and irrigation schedules
- Street striping Lyons Tail, Leather Chaps, & Jackson Creek Parkway Scheduled mid-May.
- . Finish St. Lawerance trail enhancement project.
- Irrigation enhancements where needed.
- Turf repairs Throughout district.
- Award concrete repairs for 2025
- 2025 Mow schedule set
- Inspect last year's landscape and irrigation installation of Sanctuary Rim and Harness / Bowstring for warranty replacements.
- Turf weed control applications
- Turf edging curb and sidewalks monthly
- Open restrooms in Sanctuary and daily maintenance
- Dentation Pond maintenance and repairs.
- Inner district street sweeping to start end of month.
- District weed control.
- Train Park shade structure project to start mid-May.











Triview Metropolitan District Utility Report April 17th, 2025

- **Operations Updates:**

- Continued Preparation for Sanitary Survey.
 - Forest lakes sanitary survey inspection will be last week in April.
 - We anticipate Triview's Sanitary survey later this summer.
- Prepare for summer water demands.
- Removed 6" insert from wastewater flume and recalibrated with the hope of improving accuracy.
 - We need more data to tell whether this fixed the issue.
- NDS produced 98% of the water for the District in March.

- **Unaccounted/Unbilled Water**

- Triview produced 16,200,536 gallons in the March billing cycle. In the same cycle we sold our customers 13,034,704 gallons leaving 3,034,704 gallons unaccounted.

- **What we are doing**

- We are trying to determine if the loss is perceived loss or actual loss.
- We verified the accuracy of our production meters.
- We are working on completing the meter replacement program to verify the accuracy of our customer meters.
- We are working with Timber Line Electric and Control to integrate some additional meters into our SCADA reporting.
- The additional meters will help us audit our distribution system in three distinct sections. Which will help us narrow our focus.
- We have started some targeted leak detection
- Water operations staff have been field surveying areas where leaks would go unnoticed.



Triview Metropolitan District Monthly Water Report

March 2025

(11:59 2/28/25 to 11:59 3/31/25)

Water Production

NDS	15,908,536	Gallons	98%
Wells	292,101	Gallons	2%
Total Water Produced	16,200,637	Gallons	

Metered Non-Billable Water

Process Water	0	Gallons
Change in Tank Level	-12,179	Gallons
Hydrant Flush and Misc (metered non-billable)	10,400	Gallons
Total Non-Billable Water	-1,779	Gallons

Water Distributed* **16,202,416 Gallons**

Water Billed

Water billed to Customers	13,167,712	Gallons
Hydrant Meter Billed		Gallons
Metered but not billed -	0	Gallons
Actual Billed Water Total	13,167,712	Gallons

Unbilled water 3,034,704 Gallons
%Billed 81.27%

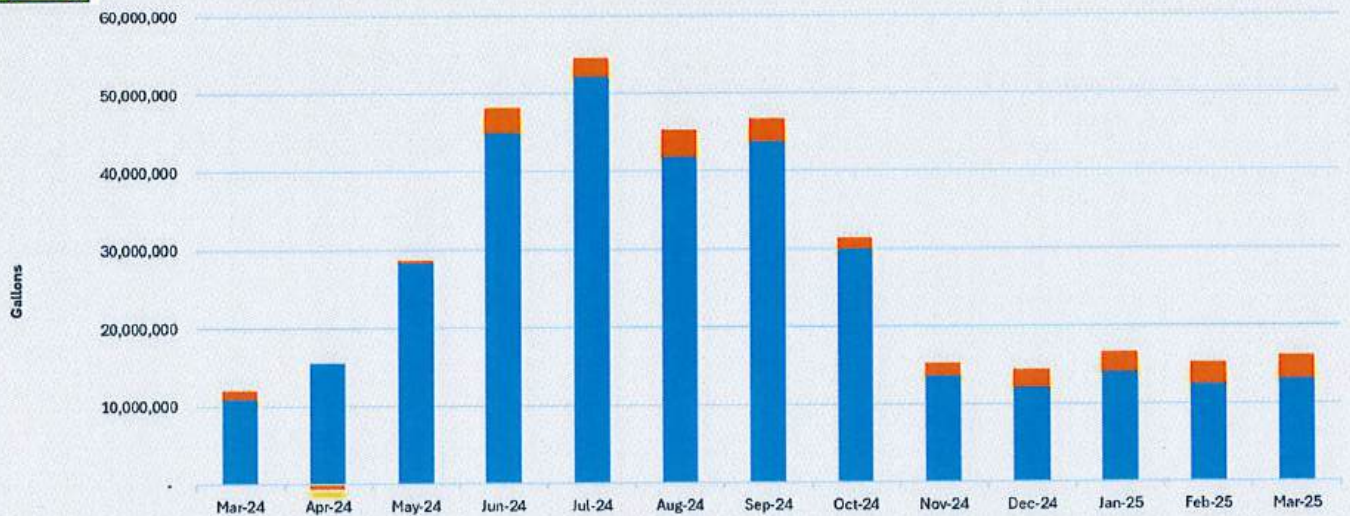
Mar. 2025 % Unbilled 18.73%

Mar. 2024 % Unbilled 10.00%

*Includes Production Minus Total Non-Billable Water



Triview Metropolitan District Monthly Water Production Water Billed vs. Water Unbilled



(10,000,000)

	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
% Unbilled	10.07%	-3.66%	1.22%	6.62%	4.46%	7.53%	6.25%	5.05%	10.66%	16.13%	15.72%	18.53%	18.73%
Unbilled Water	1,215,914	(548,000)	349,738	3,194,000	2,438,000	3,418,865	2,926,164	1,594,135	1,628,134	2,332,548	2,622,651	2,830,933	3,034,704
Total Billed to Customers	10,860,086	15,511,000	28,376,262	45,036,000	52,241,000	41,954,809	43,862,917	29,941,919	13,651,903	12,126,105	14,061,151	12,446,803	13,167,712

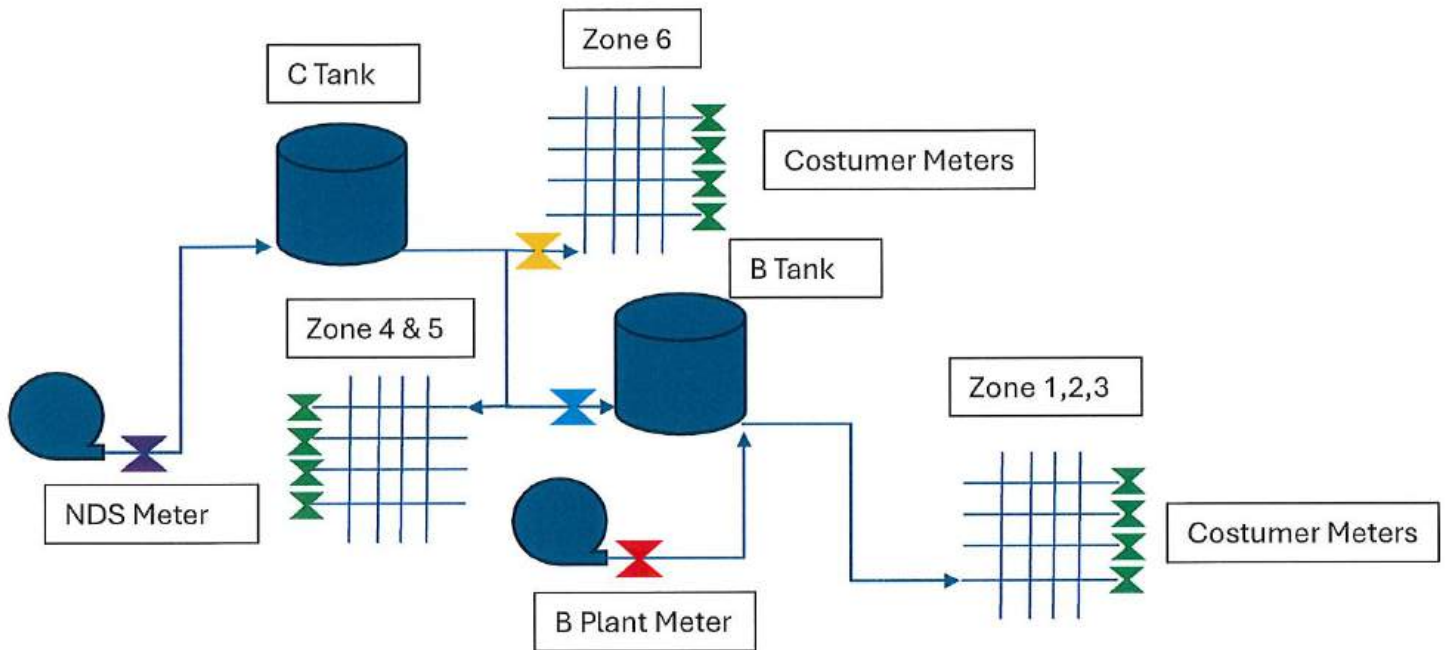
Triview 2025 Monthly Water Storage and Consumption

	Water Diverted					Water in Storage (AF)				Monthly Water Consumption (AF)		
	AVIC	Bale	Excelsior	FMIC	Total Diverted	Big Johnson	South Reservoir	Pueblo Reservoir	Total Storage	Denver Basin Groundwater	Surface Water (NDS)	Total Consumption
Jan										1.47	48.76	50.23
Feb										1.32	45.7	47.02
Mar						1,000	300		1,300	2.34	44.47	46.81
Apr												
May												
Jun												
Jul												
Aug												
Sep												
Oct												
Nov												
Dec												

Triview Water Storage and Consumption Comparison

	Water Diverted					Water in Storage (AF)				Monthly Water Consumption (AF)		
	AVIC	Bale	Excelsior	FMIC	Total Diverted	Big Johnson	South Reservoir	Pueblo Reservoir	Total Storage	Denver Basin Groundwater	Surface Water (NDS)	Total Consumption
Mar-25						1,000	300		1,300	2.34	44.47	46.81
Mar-24										39.82	0	39.82
Mar-23										40.34	0	40.34

How Water Loss is Calculated



$$\text{Zone 6 Production Meter} \text{ (Yellow X)} - \text{Zone 6 Customer Meters} \text{ (Green X)} = \text{Zone 6 water loss}$$

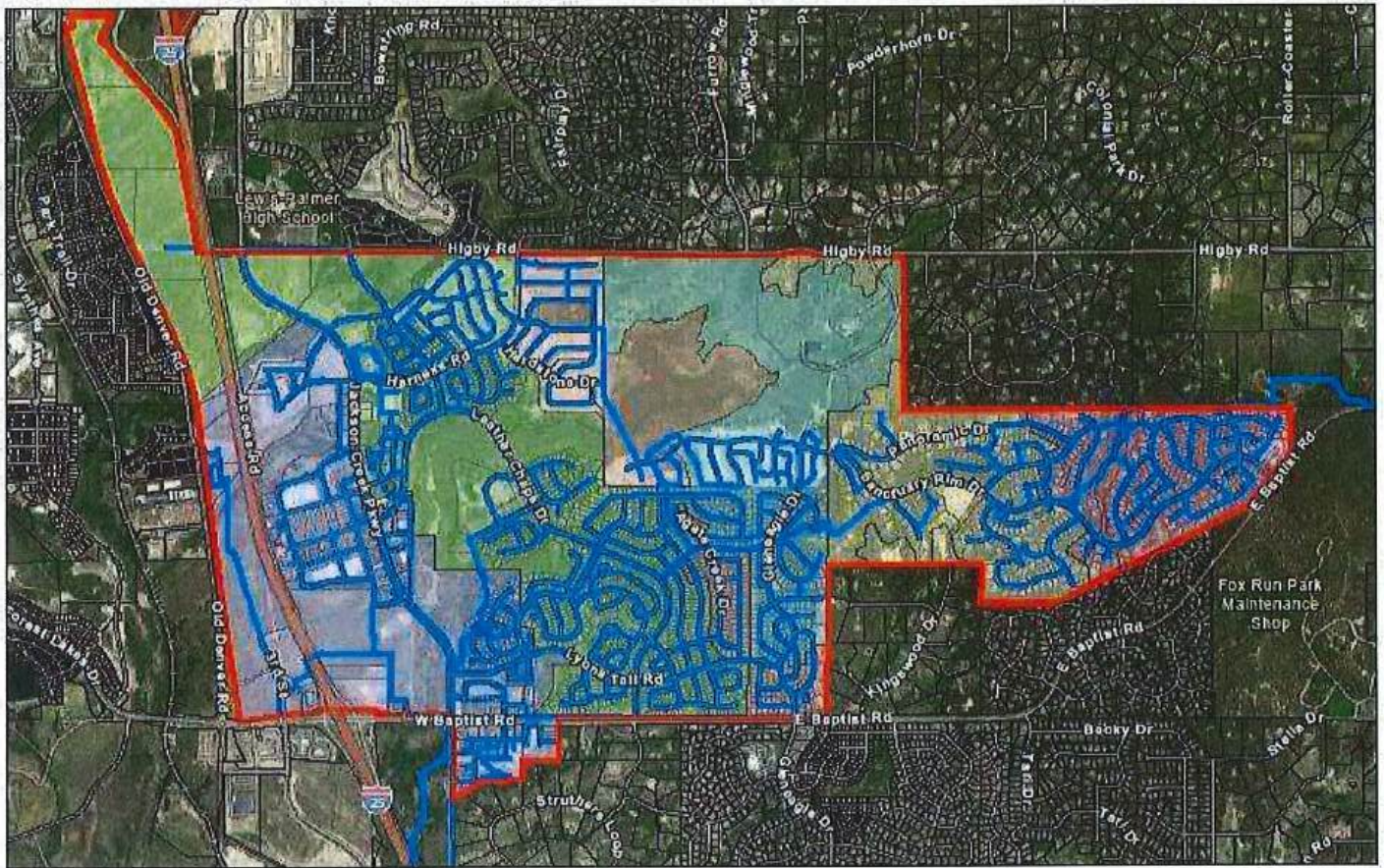
$$\text{NDS Meter} \text{ (Purple X)} - \text{Zone 6 Production Meter} \text{ (Yellow X)} = \text{Cla Val Meter} \text{ (Blue X)}$$

$$\text{Change in C Tank Level} - \text{Zone 4,5 Customer Meters} \text{ (Green X)} = \text{Zone 4,5 water loss}$$

$$\text{Cla Val Meter} \text{ (Blue X)} + \text{B Plant Meter} \text{ (Red X)} = \text{Change in B Tank Level}$$

$$\text{Change in B Tank Level} - \text{Zone 1,2,3 Customer Meters} \text{ (Green X)} = \text{Zone 1,2,3 water loss}$$

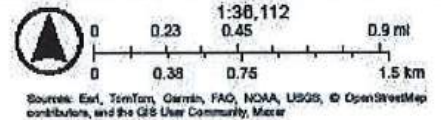
Triview Metropolitan District Pressure Zones



4/10/2025

- Service Boundary
- Water - Mains
- Water - Pressure Zones
 - PZ1
 - PZ2
 - PZ3
 - PZ4
 - PZ5
 - PZ6
- Parcels - El Paso County
- World Imagery
- Low Resolution 15m Imagery

High Resolution 60cm Imagery
 High Resolution 30cm Imagery
 Citations
 9.6m Resolution Metadata





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
April 17, 2025

Paid Invoices Over \$5,000 For 2025

- 1. Donala Water & Sanitation District \$59,893.82**
Enterprise Fund –Wastewater Operations -Wastewater-System-Wastewater –
TF/Donala/IGA
- 2. Ferguson Waterworks \$95,008.25**
Capital Project –Enterprise – Water Improvements -Teachout Creek Escrow
- 3. Transwest Truck Trailer RV \$257,774.23**
Capital Project – General – Vehicles & Equipment – 2024 Freightliner
Dump Truck/Plow Truck
- 4. LRE Water \$40,633.83**
Capital Project –Enterprise – Water Improvements – AVIC Augmentation
Station/Diversion Structure/Recharge Pond
- 5. Colorado Springs Utilities \$139,041.60**
Enterprise Fund – Water System – Operation & Maintenance - Convey, Treat, and
Deliver (CTD)
- 6. Groninger Concrete \$19,800.00**
General Fund – Streets Operations & Maintenance –District Sidewalk Repair/ADA
Ramps
- 7. Summit Water Engineers, Inc. \$11,106.25**
Capital Project –Enterprise – Water Improvements – AVIC Augmentation
Station/Diversion Structure/Recharge Pond

- | | |
|---|---------------------|
| 8. Site One Landscape Supply | \$6,587.53 |
| General Fund – Parks & Open Space O & M – Lawn fertilizer, Tree Fertilizer & Weed Control | |
| 9. Colorado Water Conservation Board | \$233,891.73 |
| Enterprise Fund – Debt Service – CWCB Loan Interest | |
| 10. Monson, Cummins & Shohet, LLC | \$16,271.65 |
| Enterprise Fund – Professional Services -Legal Fees/Monson, Cummins & Shohet | |
| 11. White Bear Ankele Tanaka & Waldron | \$22,148.59 |
| General Fund – Professional Services – Legal Fees | |
| 12. RESPEC Company LLC | \$13,260.00 |
| General Fund – Professional Services – Professional Services Engineering | |
| 13. RESPEC Company LLC | \$7,381.25 |
| Capital Project –Enterprise – Water Improvements – Tank Design | |
| 14. Key & Lauer | \$6,750.00 |
| Capital Project –General – Vehicles & Equipment – Land & Design for Office Building | |
| 15. Watch Technoloies | \$6,220.50 |
| Capital Project –Enterprise – Water Improvements – AVIC Augmentation Station/Diversion Structure/Recharge Pond | |
| 16. Pipestone Equipment | \$6,600.00 |
| Enterprise Fund – Water System – Repairs & Maintenance | |
| 17. T-Bone Construction Inc. | \$354,367.10 |
| Capital Project –Enterprise – Water Improvements – AVIC Augmentation Station/Diversion Structure/Recharge Pond (2 invoices) | |
| 18. Mountain View Electric | \$11,779.00 |
| Capital Project –Enterprise – Water Improvements -Teachout Creek Escrow | |

19. Cedar Creek	\$9,340.00
Capital Project –Enterprise – Water Improvements – AVIC Augmentation Station/Diversion Structure/Recharge Pond	

20. DBC Irrigation Supply	\$8,786.12
General Fund – Parks & Open Space O & M – Repair & Maintenance	

Paid Invoices Over \$5,000 For 2024

1. LRE Water	\$37,348.75
Capital Project –Enterprise – Water Improvements – Pueblo Reservoir – Excess Capacity Leasing & Permitting	

Total Over \$5,000.00 = \$1,333,990.20

**Financials will be sent
out as soon as they are received.**