

RESOLUTION 2025-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE TRIVIEW METROPOLITAN DISTRICT TO APPROVE INTERGOVERNMENTAL AGREEMENT WITH COLORADO SPRINGS UTILITIES AND THE FOREST LAKES METROPOLITAN DISTRICT FOR CONSTRUCTION COST SHARING FOR THE NORTH MONUMENT CREEK INTERCEPTOR PROJECT

WHEREAS, Triview, along with its project partners Colorado Springs Utilities ("Utilities") and the Forest Lakes Metropolitan District ("Forest Lakes"), has for the past several years been working on the design and permitting of the North Monument Creek Interceptor Project ("NMCI"), including completion of a National Environmental Policy Act ("NEPA") analysis of such proposed wastewater pipeline projection which would allow for delivery of wastewater generated in northern El Paso County, including at the recently-completed U.S. Air Force Academy Visitor Center near the intersection of Interstate 25 and Northgate Road. The NMCI would deliver wastewater from Triview, Forest Lakes and other northern El Paso County participants choosing to regionalize wastewater treatment, at the J.D. Phillips Water Resource Recovery Facility (JDPWRRF) owned and operated by Utilities near the intersection of Mark Dabbling Blvd. and the Garden of the Gods Road in the City of Colorado Springs; and,

WHEREAS, Triview and Forest Lakes are joint owners of the Upper Monument Wastewater Treatment Facility (UMWWTF), along with the Donala Water & Sanitation District ("Donala"), subject to the entitlements, requirements, terms and conditions of the Intergovernmental Agreement dated November 11, 1999, as Amended October 1, 2001; and,

WHEREAS, The NMCI project has the potential to provide wastewater collection, delivery and treatment services to Triview, while allowing Utilities to potentially eliminate at least three existing lift stations. The NMCI will allow, from Triview's perspective, the elimination of Triview's use of the UMWWTF or the repurposing of Triview's owned capacity therein; and,

WHEREAS, Triview has previously resolved, by Resolutions 2018-07 and 2022-06, to cooperate and participate in the study, permitting, engineering and design of the NMCI project, including but not limited to cooperation in provision of documents and effluent estimates for Utilities' NEPA purposes, and through funding of a 30% design of the NMCI; and,

WHEREAS, With the NMCI 30% design now completed, it has been determined that parties interested in continued participation in the NMCI project should contract for completion of design to a 90% standard, allowing provision by the selected construction manager/general contractor ("CM/GC") of a "guaranteed maximum price", allowing the participating parties to then proceed to construction of the NMCI, and therefore to identify in advance the cost sharing and allocations to be included in such construction contract; and,

WHEREAS, Triview has determined, based upon its extensive participation and cooperation with the NMCI project to date, and based upon rates and tariffs developed by Utilities and applicable to wastewater service to be provided to Triview through the NMCI, and upon continuing and ongoing estimates and calculations by Triview's staff and consultants concerning the cost/benefit analysis of utilizing the NMCI, as compared to continued wastewater treatment at the UMWWTFF, that continued participation in the engineering and design of the NMCI, and identification of cost-sharing responsibilities, assuming Triview's ultimate participation in the construction and use of the NMCI project, is of continued benefit to Triview and its wastewater customers; and,

WHEREAS, consistent with the terms of the "IGA concerning Construction Cost Sharing for the Northern Monument Creek Interceptor", a copy of which is attached to this Resolution as Exhibit A, upon provision of a guaranteed maximum price by the selected CM/GC deemed to be reasonable, as described in such IGA, Triview anticipates executing an addendum to such IGA documenting agreement to participate in the construction of the NMCI based on the cost-sharing allocations provided therein. Should such guaranteed maximum price be deemed excessive or unreasonable, Triview will be expected to assist in the value engineering of such price to a reasonable level, or to work with the other participants in soliciting alternate bids for the NMCI project, which may be reasonable, and allow the project to proceed, or such other steps as may be deemed prudent at such time.

NOW THEREFORE BE IT RESOLVED: For the reasons set forth above, the Triview Metropolitan District is in agreement to continue to cooperate and participate with Utilities and Forest Lakes in the engineering and design of the NMCI project, and in the ultimate construction and utilization of the NMCI project should design costs not reasonably exceed those described in the 30% design already completed; and, be it further resolved that the District Manager is hereby authorized to sign on behalf of the Triview Metropolitan District such documents as necessary to evidence Triview's continuing commitment to cooperate in the provision of data, and of appropriate funding, for the engineering and design phase of the NMCI project, specifically including the "IGA concerning Construction Cost Sharing for the Northern Monument Creek Interceptor."

Dated this 11th day of February, 2025.



Mark Melville, District President

ATTEST:


James Barnhart, District Secretary