TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting

Tuesday, June 12, 2018

Fairfield Inn and Suites-Mt. Herman Conference Room 15275 Struthers Road Colorado Springs, CO 80921 5:00 p.m. – 8:00 p.m.

AGENDA

- 1. Call to Order
- 2. Declaration of a Quorum, Notice of Posting
- 3. Approval of Agenda
- 4. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - i. May 15, 2018 Regular Board Meeting
 - b. Billing Summary Rate Code Report
 - c. Sanctuary Point Taps for May, 2018
 - d. Tax Transfer from Monument
- 5. Public Comment
- 6. Operations Report
 - a. District Manager Monthly Report (enclosure)
 - i. West Interceptor update (District Manager)
 - ii. Rate Study update (District Manager)
 - b. Public Works and Parks and Open Space Updates
 - i. 2018 Road Rehabilitation Project.
 - ii. Update regarding ROW Mowing, Park Mowing, Open Space Clean up, Weed Control, etc.
 - iii. Irrigation Central Control System Installation update.
 - iv. Status of A-Yard Wall
 - c. Utilities Department Updates (enclosure)
 - i. SCADA Installation Project Status
 - ii. Status of A-Plant
 - iii. Pressure Zone Adjustments
 - iv. May Water use.

7. Board Discussion:

- a. Gleneagle Drive Speed Study.
- b. Update regarding Regionalization discussions with Colorado Springs Utilities.
- c. Presentation by D.A. Davidson regarding refunding of KeyBank Loan and Independence Bank Loan in order to improve cash flow and eliminate restrictive loan covenants.

8. Action Items:

- a. Review and Consider a Design Proposal from H.R. Green to prepare 60% design plans for the Jackson Creek Parkway extension from the end of the 4 lane cross section to Higby Road and authorization for the District Manager to sign.
- b. Review and Consider a Road Improvements Maintenance Agreement by and between the Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado and Creekside Developers, Inc., a Colorado corporation.
- c. Review and Consider a Water Shares Purchase and Sale Agreement. This Water Shares Purchase and Sale Agreement between Comanche Resources, LLC' a Colorado limited liability company, and Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, and authorization for the District manager to sign.
- 9. Review and Consider approval or ratification of the Triview Metropolitan District Financials and Payables.
 - a. Checks of \$5,000.00 or more (enclosure)
 - b. April, 2018 Financials (enclosure)
- Update Board on Public Relation activities.
- 11. Executive Session §24-6-402(4)(b)(e) Legal Advice, Negotiations.
- 12. Adjournment

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

May 15, 2018

A regular meeting of the Board of Directors of the Triview Metropolitan District was held on Tuesday, April 10, 2018, beginning at 5:00 p.m., at the Fairfield Inn and Suites - Mount Herman Conference Room, 15275 Struthers Road, Colorado Springs, Colorado 80921. This meeting was open to the public.

ATTENDANCE

In attendance were Directors:

President:

Reid Bolander

Vice President

Mark Melville

Secretary/Treasurer: Marco Fiorito

Director:

James Barnhart

Director

James Otis

Director

Anthony Sexton

Also in attendance were:

James McGrady District Manager Joyce Levad District Administrator Shawn Sexton Water Superintendent, Chris Cummins District Water Attorney Gary Shupp District General Counsel

ADMINISTRATIVE

MATTERS

President Bolander called the meeting to order at 5:00 p.m. Meeting was posted

Agenda - Mr. McGrady distributed for the Board's approval the proposed agenda. A motion was made by Director Otis to approve the agenda. Upon a second by Director Fiorito a vote was taken and the motion carried unanimously.

Swearing in of Board Members - Anthony Sexton, James Barnhart, and Mark Melville were sworn in to four year terms of service to the Triview Metropolitan District Board of Directors by President Reid Bolander.

Recognition of Reid Bolander for his service to the Triview Metropolitan District. Director Mark Melville presented a service award to President Reid Bolander thanking him for his years of service and leadership as a member of the Board of Directors.

Election of Officers (President, Vice President, Secretary Treasurer). Director James Otis nominated Director Mark Melville to serve as President of the Board of Directors. The motion was duly seconded by Director Fiorito. The motion carried unanimously. Director James Otis nominated Director Fiorito as Vice President of the Board of Directors. The motion was duly seconded by President Melville. The motion carried unanimously. Director James Otis nominated Director James Barnhart to serve as Secretary/Treasurer. The Motion was duly seconded by President Mark Melville. The motion carried unanimously.

Consent Agenda -

- a. Prior Meeting Minutes
 - i. April 10, 2018 Regular Board Meeting
- b. Billing Summary Rate Code Report
- c. Sanctuary Point Taps for March
- d. Tax Transfer from Monument

A motion to approve the Consent Agenda was made by Director Fiorito. The motion was duly seconded by Director Otis. A vote was taken, and the motion carried unanimously.

PUBLIC COMMENT

Mr. Steve Remington asked the Board if a public process will be used to select streets to be overlaid in 2019. The Board explained the report prepared by Terracon Consultants, Inc. has been used to help prioritize the streets that are being repaired. The 2019 overlay program will focus on the older areas on the east side of Leather Chaps and north of Lyons Tail.

OPERATIONS

REPORT

District Manager Report

The District Manager review some of the items in his report, however, the report was included in the Board Packet. There were not any questions or comments regarding the report. Other topics discussed by the Manager included the following:

- West Interceptor update; (District Manager). Meetings are continuing to be held between the project participants and a cost sharing agreement continues to be negotiated.
- Rate Study update; (District Manager). The study has been delayed a month given the need to update the District's capital plan

and financing plan as it relates to water and wastewater infrastructure. It is anticipated that the rate Study will be presented to the Board at the June 12, 2018 Board meeting.

• See attached Report for further details.

Public Works and Open Space Updates:

Mr. McGrady provided updates to the Board. Topics discussed included the following:

- 2018 Road Rehabilitation Project. Crews have begun overlaying streets through out the District. It is anticipated that all work will be completed by early June, 2018.
- Irrigation Central Control System Installation update. All of the controllers have been purchased and Mr. Miles is installing the controllers as we speak. Mr. Miles indicated that he still has nine controllers to install.
- Crews have been cleaning detention ponds throughout the District.
- Fertilizer was spread on April 19, 2018 by Golf Enviro.
- TruGreen has sprayed weeds on Jackson Creek Parkway and on Gleneagle Drive.
- Status of A-Yard Wall: Fill has been imported to the site by Schmidt construction which minimized hauling cost to the District.

Utility Department Updates:

- Standby Generator at "C" Plant is complete.
- SCADA Installation Project Status. Moving forward with A Plant SCADA. Installation of a new SCADA System at B Plant will be done in the fall of 2018.
- Well D-1 Repairs are complete and the well will be put back in service as soon as the SCADA system at A-Plant has been completed.
- Hydrant Inspection and Painting Program is nearing completion.
 All fire hydrants will have been inspected, repaired and painted by the end of May, weather permitting.
- Over the past month several areas of high pressure have been found. Pressure gauges and new controls have been installed on several pressure reducing stations. Adjustments are being made to the District's pressure reducing stations and isolation valves are being checked to make sure there are not cross connections between the high side of pressure regulators and the lower pressure zones.

DIRECTORS IITEMS

Director Fiorito explained to the District Board that Promontory Point has pursued a Firewise designation for their subdivision. This allows the Promontory Point HOA to apply for grants for fire mitigation. Director Fiorito thought that perhaps the District should also register as a Firewise Community. Some of the

suggestions is to weed whack the grass under the split rail fence. It has also been suggested that native grass areas be mowed two times a year. Insurance rates could be lowered 5%. Manager McGrady will look at the feasibility of District lands being included in the Firewise program. Director Fiorito discussed the ongoing trespassing issue at the end of Saint Lawrence Way. The Promontory Point Board has completed two preliminary designs for the expansion of both parks. These designs will be shared with District staff for comments prior to bring the plans to the Board of Directors for approval. Director Fiorito would like to see if Mountain View Electric would install Solar LED Streetlights throughout the District. Director Otis thought that Solar LED lights would not be practical; however Director Otis suggested LED lights should be investigated.

ACTION ITEMS

None

FINANCIAL MATTERS

<u>Checks Greater than \$5,000</u> - The Board reviewed the payment of claims greater than \$5,000. A motion to approve the checks greater than \$5,000 was made by Director Fiorito. The motion was duly seconded by Director Otis. A vote was taken, and the motion carried unanimously.

Monthly Cash Position and Unaudited Financial Statements – the Board reviewed the March 2018 unaudited Financial Statements as presented. A motion to approve the District's March 2018 Financial Statements was made by Director Fiorito. The motion was duly seconded by Director Otis. A vote was taken and the motion carried unanimously.

OTHER BUSINESS

The Board directed Mr. McGrady and Ms. Levad to ensure that the newsletters are kept on the Website. The Board also suggested that the printed newsletters be continued for a minimum of six months in order to ensure we have as many e-mail addresses as possible before going exclusively to an e-mail version.

LEGAL

No report.

EXECUTIVE SESSION

A motion was made by Director Otis for the Board to enter into Executive Session pursuant to C.R.S. Section 24-6-402(4) (b), (e), Legal Advice and Negotiations. Upon a second by President Melville, a vote was taken, and the motion carried unanimously. Executive session was entered into at approximately 7:02 p.m.

The executive session was adjourned and the Board returned to regular session at approximately 9:19 p.m.

ADJOURNMENT

There being no further business to come before the Board, a motion to adjourn the meeting was made by Director Otis and was duly seconded by Director Barnhart. The meeting was adjourned at approximately 9:20 p.m.

Respectfully submitted,

James C. McGrady Secretary for the Meeting

Triview Metropolitan District 5/1 to 5/31/2018 Summary Financial Information - Board Packet

| Sales | Amount | Items |
|---|--------------|-------|
| Rate Code 01 Triview Metro - Res Sewer Base Rate | \$54,511.56 | 1566 |
| Rate Code 01Triview Metro - Res Sewer Use Rate | \$24,830.42 | 1466 |
| Rate Code 01 Triview Metro - Res Water Base Rate | \$30,860.00 | 1553 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier1 | \$23,422.08 | 1486 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier2 | \$5,232.00 | 385 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier3 | \$424.05 | 10 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier4 | \$113.23 | 2 |
| Rate Code 01 Triview Metro - Res Water Use Rate Tier5 | \$0.00 | 0 |
| Rate Code 02 Triview Metro - Com Sewer Base Rate 1" | \$905.10 | 21 |
| Rate Code 02 Triview Metro - Com Water Base Rate 1" | \$654.36 | 21 |
| Rate Code 03 Triview Metro - Com Irr Water Base 1" | \$498.56 | 16 |
| Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5" | \$2,327.40 | 27 |
| Rate Code 04 Triview Metro - Com Water Base Rate 1.5" | \$1,492.83 | 27 |
| Rate Code 07 Triview Metro - Com Sewer Base Rate 2" | \$1,745.40 | 10 |
| Rate Code 07 Triview Metro - Com Water Base Rate 2" | \$1,047.40 | 10 |
| Rate Code 09 Triview Metro - Com Sewer Base Rate 3" | \$818.88 | 2 |
| Rate Code 09 Triview Metro - Com Water Base Rate 3" | \$472.88 | 2 |
| Rate Code 10 Triview Metro - Com Irr Water Base 2" | \$1,675.84 | 16 |
| Rate Code 11 Triview Metro - Com Irr Water Base 1.5" | \$497.61 | 9 |
| Usage Fee Triview Metro - Com Irr Water Use | \$346.29 | 6 |
| Usage Fee Triview Metro - Com Sewer Use Rate | \$8,775.63 | 60 |
| Usage Fee Triview Metro - Com Water Use Rate | \$9,028.53 | 60 |
| Triview Metro - Quik Way Sewer | \$73.40 | 1 |
| Title Prep Fee Triview Metro - Title Request Fee | \$950.00 | 19 |
| Triview Metro - 5% Late Fee | \$721.79 | 137 |
| Special Impact Triview Metro - Special Impact Fee | \$1,070.00 | 111 |
| Triview Metro - Disconnect Fee | \$0.00 | 0 |
| Triview Metro - NSF Fee | \$50.00 | 2 |
| Total Accounts | \$172,545.24 | 7025 |

| Rate Code Breakout | # Units |
|--|---------|
| Rate Code 01 - Residential 5/8" | 1523 |
| Rate Code 02 - Commercial Account 1" | 21 |
| Rate Code 03 - Irrigation Account 1" | 16 |
| Rate Code 04 - Commercial Account 1 1/2" | 27 |
| Rate Code 06 - Transition Account (Quik Way) | 1 |
| Rate Code 07 - Commercial Account 2" | 10 |
| Rate Code 08 - Triview No Charge | 2 |
| Rate Code 09 - Commercial Account 3" | 2 |
| Rate Code 10 - Irrigation Account 2" | 16 |
| Rate Code 11 - Irrigation Account 1 1/2" | 9 |
| Rate Code 12 - Permitted | 0 |
| Total Accounts | 1627 |

| Aging Report | | Amount | |
|-----------------------------|----------|--------|------------|
| Amount Past Due 1-30 Days | | \$ | 24,073.98 |
| Amount Past Due 31-60 Days | | \$ | 1,595.02 |
| Amount Past Due 61-90 Days | | \$ | (610.91) |
| Amount Past Due 91-120 Days | | \$ | (2,133.83) |
| Amount Past Due 120+ Days | | \$ | (693.75) |
| 4 | Total AR | \$ | 22,230.51 |

| Receipts | | Amount | Items |
|------------------------------|----------------|--------------|-------|
| Payment - ACH | | \$66,627.68 | 644 |
| Payment - Check Peoples Bank | | \$80,120.63 | 697 |
| Payment - On Site | | \$17,250.49 | 187 |
| Refund CREDIT | | (\$1,727.33) | 25 |
| REVERSE Payment - NSF | | (\$100.00) | 1 |
| • | Total Receipts | \$162,171.47 | 1554 |

| Water | Gallons | Accounts | |
|----------------|------------|----------|--|
| Gallons sold = | 10,524,000 | 1624 | |

| 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 | 2 | 73,000 | 0.69% |
| 20,001 - 30,000 | 8 | 195,000 | 1.85% |
| 10,001 - 20,000 | 63 | 833,000 | 7.92% |
| 8,001 - 10,000 | 95 | 893,000 | 8.49% |
| 6,001 - 8,000 | 217 | 1,584,000 | 15.05% |
| 4,001 - 6,000 | 427 | 2,328,000 | 22.12% |
| 2,001 - 4,000 | 479 | 1,689,000 | 16.05% |
| 1 - 2,000 | 183 | . 303,000 | 2.88% |
| Zero Usage | 49 | 0 | 0.00% |
| Total Meters | 1523 | 7,898,000 | 75.05% |

| Usage Breakout in Gallons for Commercial | # of Accounts | Combined Use | % of Usage |
|--|---------------|--------------|------------|
| Over 50,000 | 22 | 2,015,000 | 19.15% |
| 40,001 - 50,000 | 3 | 139,000 | 1.32% |
| 30,001 - 40,000 | 3 | 107,000 | 1.02% |
| 20,001 - 30,000 | 3 | 82,000 | 0.78% |
| 10,001 - 20,000 | 8 | 121,000 | 1.15% |
| 8,001 - 10,000 | 0 | 0 | 0.00% |
| 6,001 - 8,000 | 0 | 0 | 0.00% |
| 4,001 - 6,000 | 5 | 26,000 | 0.25% |
| 2,001 - 4,000 | 7 | 24,000 | 0.23% |
| 1 - 2,000 | 9 | 15,000 | 0.14% |
| Zero Usage | 0 | 0 | 0.00% |
| Tota | I Meters 60 | 2,529,000 | 24.03% |

| Usage Breakout in Gallons for Irrigation | # of Accounts | Combined Use | % of Usage | |
|--|---------------|--------------|------------|--|
| Over 50,000 | 0 | 0 | 0.00% | |
| 40,001 - 50,000 | 1 | 41,000 | 0.39% | |
| 30,001 - 40,000 | 0 | 0 | 0.00% | |
| 20,001 - 30,000 | 0 | 0 - | 0.00% | |
| 10,001 - 20,000 | 3 | 39,000 | 0.37% | |
| 8,001 - 10,000 | 1 | 9,000 | 0.09% | |
| 6,001 - 8,000 | 1 | 8,000 | 0.08% | |
| 4,001 - 6,000 | 0 | 0 | 0.00% | |
| 2,001 - 4,000 | 0 | 0 | 0.00% | |
| 1 - 2,000 | 0 | 0 | 0.00% | |
| Zero Usage | 35 | 0 | 0.00% | |
| Total Meters | 41 | 97,000 | 0.92% | |

| NO. | ADDRESS | PAYEE | DATE | TOTAL FEES PAID TO TMD | Escrow Account | Lot |
|-------|-----------------|---------------|----------|---------------------------|----------------|-----|
| 16372 | Shadow Cat Pl. | Classic Homes | 05/16/18 | \$39,977.07 | \$8,000.00 | 68 |
| 1365 | Catnap Lane | Classic Homes | 05/22/18 | \$40,654.06 | \$8,000.00 | 38 |
| 1396 | Catnap Lane | Vantage Homes | 05/24/18 | \$40,416.04 | \$8,000.00 | 70 |
| 1735 | Catnap Lane | Classic Homes | 05/30/18 | \$40,202.65 | \$8,000.00 | 12 |
| 1317 | Eagle Claw Lane | Classic Homes | 05/30/18 | \$40,811.39 | \$8,000.00 | 82 |
| 16081 | Fox Mesa Court | Classic Homes | 05/30/18 | \$40,085.15 | \$8,000.00 | 6 |
| 16344 | Shadow Cat Pl. | Classic Homes | 05/22/18 | \$39,977.07 | \$8,000.00 | 68 |
| 16357 | Shadow Cat Pl. | Vantage Homes | 05/30/18 | \$40,423.16 | \$8,000.00 | 73 |
| 16219 | Thunder Cat Way | Vantage Homes | 05/30/18 | \$40,205.87 | \$8,000.00 | 83 |
| | | | | \$362,752.46 | | |



May 22, 2018

Triview Metropolitan District P. O. Box 849 Monument, CO 80132 Attention: Joyce Levad

Dear Joyce,

The Town will transfer \$157,435.97 to the Triview ColoTrust District Fund account on May 22, 2018 and your funds should be available to you on 05/23/18. This was approved by the BOT on May 21, 2018. The ACH detail is as follows and documentation is enclosed.

| Sales Tax Due for March 2018 | \$146,485.88 |
|---|--------------|
| Motor Vehicle Tax for April 2018 | \$ 10,304.91 |
| Regional Building Sales Tax for Apr. 18 | \$ 645.18 |

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

Sincerely,

Pamela Smith Town Treasurer

PKS/ps

c: file

Enclosures

Monthly Report for May 16, 2018 – June 11, 2018 Triview Metropolitan District

By James C. McGrady District Manager

Utility Enterprise Activities

- ➤ Well D-1 is ready to operate. Currently with the work being done at A Plant it is not able to be operated. The SCADA system at A plant has been finished and is ready for summer demands.
- Coordinated a meeting at the Raftelis's Office with Cathy Fromm to preview model results and discuss capital expenditures as it relates to interconnections to Colorado Springs Utilities water distribution system and wastewater collection system. I also discussed certain Bond Covenants that would make borrowing additional money difficult given these restrictions.
- ➤ Participated in several teleconferences with Zach Bishop of D.A. Davidson to develop a financing plan to eliminate two bank loans that could prevent the District from moving forward on major water and wastewater projects.
- Met with Chris Cummins to discuss Homeplace Ranch western interceptor agreement. At this time Homeplace Ranch is unsure of their future development plans and are hesitant to participate in a cost share agreement based on the estimated number of homes to be built.
- ➤ Worked with Mr. Sexton and Mr. Lewis of Triview to discuss ways to resolve to resolve the high pressure issues within the Triview Metropolitan District water distribution system. The high pressure issues seemingly have been resolved. Two regulators within the District will be abandoned and one other regulator will be rebuilt given the extensive corrosion present in the regulator vaults.
- ➤ Worked with staff to resolve numerous mapping errors. Obtained GIS mapping from the Town of Monument that shows the District's water and wastewater distribution. Mr. Mark Button has this data and is in the process of overlaying the data on the District's topo maps that were obtained from El Paso County.
- ➤ Over the past month the District has completed the inspection of 225 hydrants which represents all of the hydrants in the District and 209 hydrants have been painted.
- Met with Ron Leblanc of SEH, Shawn Sexton, and Rob Lewis to review the tank video to determine repair options for the water tank located at B-Plant.

Met with personnel from Colorado Springs Utilities, Donala Water and Sanitation, Upper Monument Creek Treatment Plant, Forest Lakes Water and Sanitation, Woodmoor Water and Sanitation, and Monument Sanitation District to discuss regional wastewater treatment possibilities and project timing.

General Fund Activities

- ➤ Below is a list of projects completed in the Public Works Department that includes the Parks and Open Space Department and the Street Department:
 - o Replaced sections of split rail fence through out the District,
 - O All major irrigation systems have been charged, including several that were assumed to be abandoned. Crews have found numerous leaks, which have prevented the systems from running. Many irrigation leaks have appeared to be the result of extreme pressures. An inventory of pressure reducing valves (PRV) was compiled and it appears that many of the PRV's are very old and rusted and/or the sprinkler system is unregulated.
 - o Given the lack of moisture, crews are focusing on mowing parks and the various streetscapes on an as needed basis.
 - All of the Ponds along Gleneagle Drive have been mowed as has a pond know as Bob Pond located near Leather Chaps and Saber Creek.
 - o Edged along Leather Chaps and Lyons Tail including the curbs.
 - Met with TruGreen on two separate to discuss weed mitigation in the parks, elimination of crack weeds along curbs and gutters, and rock beds throughout the District. A second round of work will be done beginning
 - o Fertilizer was placed on April 19th. The use of a small amount of iron and some timely precipitation events has dramatically improved to overall appearance of the open space areas.
- ➤ Installation of the Irrigation Control System continues. Most of the controllers and pedestal have been installed. It is anticipated that all of the controllers will be installed by June 15, 2018. Irrigation audits are underway at all of the District's irrigated sites.
- Schmidt Construction has completed the 2018 Road Maintenance project as of June 6, 2018. The only remaining work to be done will be the full depth milling of many large cracks through out the District. The two foot wide milling machine will be available toward the end of June.
- Two catch basins located along Jackson Creek Parkway will be raised to eliminate the large dips adjacent to the catch basins. This work may entail shutting down a lane on northbound Jackson Creek Parkway beginning on June 11, 2018 for about a week while the work is done. Once the basins have be raised and leveled Schmidt construction will patch the two areas.
- ➤ It is planned that Jackson Creek Parkway will be restriped at the same time as markings are replaced on Lyons Tail, Kitchener, and Leather Chaps.

General Administration

- ➤ Prepared Monthly Board minutes from the may 15, 2018 Regular Board meeting.
- ➤ Met with representatives from HR Green to discuss the cost and feasibility of widening Jackson Creek Parkway. Also directed the preparation of a bid to prepare 60% design plans for the Jackson Creek expansion project.
- ➤ Worked closely with Ground Floor Media to develop the District third newsletter. The newsletter was distributed to all residents the last week of May. Work has begun on the forth newsletter that will be distributed in mid July, 2018.
- ➤ Worked with Kim Crawford the District's Bond attorney to revise the Ballot language based upon Board input.

Customer Contacts and Communications

Answered normal customer calls and e-mails.

Regional Meetings Attended

Met with representatives of Donola Water and Sanitation and Woodmoor Water and Sanitation to discuss various regional water projects.



MEMORANDUM

Phone 303.305.1135

Fax 720.475.1103

Jim McGrady, District Manager

Triview Metropolitan District

From: Andrew Rheem, Project Manager

Date: June 8, 2018

To:

Re:

Water and Wastewater Financial Plan Preliminary Findings

Raftelis Financial Consultants, Inc. (Raftelis) was retained in 2018 to conduct a Water and Wastewater Financial Plan study (Study). Raftelis is planning to present the final results and recommendations of the Study at the District Board meeting on July 10, 2018. This memorandum is to update the Board with preliminary findings of the Study. This memo introduces the financial planning process, the major drivers that currently affect the plan, and the financial plan results. We also understand that the District Board is expected to provide direction to you regarding a potential refinancing of existing debt which is included within the preliminary findings. Again, it should be stressed that these are preliminary findings and are subject to change in the coming weeks as decisions about debt funding and estimations of capital projects are made.

Financial Plan

Raftelis worked with District staff to develop separate water and wastewater fund financial plans for the 11-year period of 2018 through 2028 (Study Period). In developing the financial plan and proposed annual rate revenue adjustments, the following financial planning criteria were employed:

- Fund annual operation and maintenance (O&M) expenses, debt service, and capital expenditures
- Exceed debt service coverage ratio (DSC ratio) target of at least 1.50 times annual debt service,
 and
- Exceed end-of-year cash reserve target of at least:
 - o 90 days or 25% of annual water fund O&M expenses
 - 90 days or 25% of annual wastewater fund O&M expenses

Table 1 shows the projected annual rate revenue increases for both water and wastewater. A typical residential bill is calculated for both utilities, with 8,000 gallons of water usage and 5,000 gallons of billed wastewater volume. Table 1 also shows the resulting combined bill and the annual percentage increase in the combined bill.

Table 1: Rate Revenue Adjustments and Impact on Typical Bills

| | Wat | ter | Waste | water | Com | bined |
|------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | Annual Rate Revenue | Typical Residential | Annual Rate Revenue | Typical Residential | Typical Residential | Typical Residential |
| Year | Increase | Bill (1) | Increase | Bill (2) | Bill | Bill Increase |
| 2018 | 0% | \$49.84 | 0% | \$53.34 | \$103.18 | 0% |
| 2019 | 5% | 52.33 | 35% | 72.01 | 124.34 | 21% |
| 2020 | 5% | 54.95 | 8% | 77.77 | 132.72 | 7% |
| 2021 | 5% | 57.70 | 8% | 83.99 | 141.69 | 7% |
| 2022 | 5% | 60.57 | 8% | 90.71 | 151.30 | 7% |
| 2023 | 5% | 63.62 | 8% | 97.97 | 161.59 | 7% |
| 2024 | 5% | 66.80 | 8% | 105.81 | 172.61 | 7% |
| 2025 | 5% | 70.14 | 8% | 114.27 | 184.41 | 7% |
| 2026 | 5% | 73.65 | 8% | 123.41 | 197.06 | 7% |
| 2027 | 5% | 77.33 | 0% | 123.41 | 200.74 | 2% |
| 2028 | 5% | 81.20 | 0% | 123.41 | 204.61 | 2% |

⁽¹⁾ Based on 3/4-inch meter and average usage of 8,000 gallons per month.

Table 2 shows the projected Capital Improvement Program (CIP) expenses, debt issuances, and the cumulative debt for both water and wastewater. The cumulative new debt incurred by both water and wastewater funds during the Study Period begins with \$3.7 million in 2019 and totals \$36.0 million by 2028. Appendix-1 and Appendix-2 provide the uninflated and inflated wastewater CIPs, respectively, and Appendix-3 and Appendix-4 provide the uninflated and inflated water CIPs, respectively.

Table 2: CIP and Debt (1)

| | Annual | Water | Cumulative | Annual V | Vastewater | Cumulative |
|------|-----------|------------|------------|-----------|------------|------------|
| | | | Water Debt | | | Wastewater |
| Year | CIP - \$M | Debt - \$M | - \$M | CIP - \$M | Debt - \$M | Debt - \$M |
| 2018 | \$0.3 | \$0.0 | \$0.0 | \$0.8 | \$0.0 | \$0.0 |
| 2019 | 3.4 | 3.7 | 3.7 | 0.8 | 0.0 | 0.0 |
| 2020 | 0.2 | 0.0 | 3.7 | 0.3 | 0.0 | 0.0 |
| 2021 | 2.1 | 0.0 | 3.7 | 0.3 | 0.0 | 0.0 |
| 2022 | 12.3 | 13.6 | 17.3 | 0.4 | 0.0 | 0.0 |
| 2023 | 2.2 | 0.0 | 17.3 | 0.5 | 0.0 | 0.0 |
| 2024 | 2.3 | 0.0 | 17.3 | 0.7 | 0.0 | 0.0 |
| 2025 | 2.4 | 2.3 | 19.6 | 2.4 | 6.8 | 6.8 |
| 2026 | 0.3 | 0.0 | 19.6 | 9.5 | 0.0 | 6.8 |
| 2027 | 0.3 | 0.0 | 19.6 | 11.4 | 9.6 | 16.4 |
| 2028 | 0.3 | 0.0 | 19.6 | 1.4 | 0.0 | 16.4 |

⁽¹⁾ Debt is issued every other year and includes issuance expense of 2% and a debt service reserve funded in the proceeds.

⁽²⁾ Based on 3/4-inch meter and average usage of 5,000 gallons per month.

Wastewater Financial Plan

Notable features and drivers of the financial plan include:

- A \$1 million loan from the water fund in 2018 to be repaid over the next four years at 2% interest. This loan is needed to avoid even higher rate increases in the first year.
- Refunding of the NorthStar bank loan with bonds in September 2018. The refunded debt service repayment schedule and issuance costs were provided by DA Davidson.
- Capital expenses of \$271,000 in 2018 for a new catwalk and bar screen at the Upper Monument Creek Regional Wastewater Treatment Facility (UMCWWRTF) and approximately \$800,000 in 2018 and 2019 for arsenic improvements at the UMCWWRTF.
- Capital expenses of \$23.4 million (in inflated dollars) to expand and upgrade the UMCWWRTF to meet Regulation 31. Projected debt issues in 2025 and 2027 of \$6.8 million and \$9.6 million (including issuance expense and debt reserve), respectively.
- The DSC ratio peaks at 8.13 in 2024 before falling to 1.69 in 2028. Excluding tap fees, the DSC ratio peaks at 6.83 in 2024 before falling to 1.47 in 2028.
- Were the arsenic improvement project to be delayed by several years, the immediate rate increase
 of 35% could likely be reduced. Likewise, this financial plan does not currently include a
 connection to Colorado Springs Utilities (CSU). Should the District be able to connect to CSU, the
 plant expansion and Regulation 31 upgrades at UMCWWRTF could be avoided in favor of reduced
 capital costs.

Water Financial Plan

Notable features and drivers of the financial plan include:

- A \$1 million loan to the wastewater fund in 2018 to be repaid over the next four years at 2% interest.
- Refunding the KeyBank loan with bonds in September 2018. The refunded debt service repayment schedule and issuance costs were provided by DA Davidson.
- A debt issuance in 2019 of \$3.7 million (including issuance expense and debt reserve) to pay for a new well and 131 shares of FMIC water rights.
- Five annual purchases of water rights are planned in 2021 through 2025 totaling \$9.9 million in inflated dollar terms over this period.
- \$10.1 million to construct a transmission line to Colorado Springs Utilities (CSU) in 2022.
- A debt issue of \$13.3 million (including issuance expense and debt reserve) in 2022 to fund the transmission line and the 2022 water rights' purchase.
- A debt issuance of \$2.3 million (including issuance expense and debt reserve) in 2025 to fund the 2025 water rights' purchase.
- The DSC ratio is near the minimum target from 2023 through 2028.

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| Triview Metropolitan Distri | Sewer Financial Model | Sower I Hility |

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|-----------------------------------|----------|--------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-------------|-------------|-------------|--------------|
| Debt and CIP | | | 2018 | | | | | | | | | | | |
| Sewer Capital Projects - Baseline | aseline | | 1 | 2 | 3 | 4 | 2 | 9 | 7 | 60 | 6 | 10 | 11 | |
| Description | % Growth | % Growth Debt Type | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | Total |
| Plant Expansion | 100% | Bond | | | | | | | | \$892,040 | | \$2,037,100 | \$369,120 | \$3,298,260 |
| Reg 31 Upgrades | 27% | Bond | | | | | | | | \$730,800 | \$3,289,500 | \$3,894,000 | \$316,800 | \$8,231,100 |
| Plant Expansion - Cash | 100% | Cash | | | | | | \$46,140 | \$138,420 | | \$3,921,900 | \$2,500,000 | | \$6,606,460 |
| Reg 31 Upgrades - Cash | 27% | Cash | | | | | | \$36,720 | \$112,050 | | | | | \$148,770 |
| Arsenic Improvements | %0 | Cash | \$312,454 | \$529,303 | \$0 | | | | | | | | | \$841,757 |
| Minor WWTP Improvements | %0 | Cash | \$271,480 | \$132,000 | \$132,000 | \$132,000 | \$132,000 | \$132,000 | \$132,000 | \$132,000 | \$132,000 | \$162,000 | \$162,000 | \$1,651,480 |
| Correct Parshall Flume | %0 | Cash | \$20,000 | | | | | | | | | | | \$20,000 |
| Misc. WW Collections Improvements | %0 | Cash | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$550,000 |
| Tap Fee Escrow | 100% | Cash | \$157,018 | \$52,339 | \$130,849 | \$130,849 | \$130,849 | \$130,849 | \$130,849 | \$130,849 | \$130,849 | \$130,849 | \$130,849 | \$1,386,994 |
| Total | | • | \$810,952 | \$763,642 | \$312,849 | \$312,849 | \$312,849 | \$395,709 | \$563,319 | \$1,935,689 | \$7,524,249 | \$8,773,949 | \$1,028,769 | \$22,734,821 |
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Sewer Financial Model Sewer Utility

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|------------------------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-------------|--------------|-------------|--------------|
| Debt and CIP | | | 2018 | | | | | | | | | | | |
| Sewer Capital Projects - Escalated | | | 1 | 2 | М | 4 | Ŋ | 9 | 7 | 00 | 6 | 10 | 11 | |
| Description | % Growth | Debt Type | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | Total |
| Plant Expansion | 100% | Bond | \$0 | 0\$ | 0\$ | 0\$ | 0\$ | 0\$ | 0\$ | \$1,097,097 | 0\$ | \$2,657,953 | \$496,066 | \$4,251,117 |
| Reg 31 Upgrades | 27% | Bond | \$0\$ | \$0 | \$0 | \$0 | \$0 | \$0 | \$0\$ | \$898,792 | \$4,167,040 | \$5,080,787 | \$425,753 | \$10,572,371 |
| Plant Expansion - Cash | 100% | Cash | \$0 | \$0 | \$0 | \$0 | \$0 | \$53,489 | \$165,281 | \$0 | \$4,968,146 | \$3,261,933 | \$0 | \$8,448,848 |
| Reg 31 Upgrades - Cash | 27% | Cash | \$0 | \$0 | \$0 | \$0 | \$0 | \$42,569 | \$133,794 | \$0 | \$0\$ | \$0 | \$0 | \$176,362 |
| Arsenic Improvements | %0 | Cash | \$312,454 | \$545,182 | \$0\$ | \$0\$ | \$0 | \$0\$ | \$0\$ | \$0 | \$0 | \$0\$ | \$0 | \$857,636 |
| Minor WWTP Improvements | %0 | Cash | \$271,480 | \$135,960 | \$140,039 | \$144,240 | \$148,567 | \$153,024 | \$157,615 | \$162,343 | \$167,214 | \$211,373 | \$217,714 | \$1,909,570 |
| Correct Parshall Flume | %0 | Cash | \$20,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0\$ | \$0 | \$0 | \$0 | \$0\$ | \$20,000 |
| Misc. WW Collections Improvements | %0 | Cash | \$50,000 | \$51,500 | \$53,045 | \$54,636 | \$56,275 | \$57,964 | \$59,703 | \$61,494 | \$63,339 | \$65,239 | \$67,196 | \$640,390 |
| Tap Fee Escrow | 100% | Cash | \$157,018 | \$53,910 | \$138,817 | \$142,982 | \$147,271 | \$151,689 | \$156,240 | \$160,927 | \$165,755 | \$170,728 | \$175,849 | \$1,621,187 |
| Total CIP | | | \$810,952 | \$786,552 | \$331,901 | \$341,858 | \$352,114 | \$458,735 | \$672,632 | \$2,380,653 | \$9,531,493 | \$11,448,013 | \$1,382,579 | \$28,497,480 |

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Water Financial Model Water Utility

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|---|-------------|--------------------|-----------|-------------|-----------|-------------|---|-------------|-------------|-------------|---------------------|---------------------|-----------|------------|
| Debt and CIP | | | 2018 | | | | | | | | | | | |
| Water Utility Capital Projects - Baseline | cts - Basel | ine | 1 | 2 | 3 | 4 | 2 | 9 | 7 | 00 | 6 | 10 | 11 | |
| Description | % Growth | % Growth Debt Type | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | Total |
| Tap Fee Escrow | 100% | Cash | \$274,982 | \$91,661 | \$229,151 | \$229,151 | \$229,151 | \$229,151 | \$229,151 | \$229,151 | \$229,151 \$229,151 | \$229,151 \$229,151 | \$229,151 | 2,429,006 |
| Water Rights Purchases 2020 | 20% | Bond | | \$1,700,000 | | | | | | | | | | 1,700,000 |
| Water Rights Purchases 2021 | 20% | Cash | | | | \$1,700,000 | | | | | | | | 1,700,000 |
| Water Rights Purchases 2022 | 20% | Bond | | | | | \$1,700,000 | | | | | | | 1,700,000 |
| Water Rights Purchases 2023 | 20% | Cash | | | | | | \$1,700,000 | | | | | | 1,700,000 |
| Water Rights Purchases 2024 | 20% | Cash | | | | | | | \$1,700,000 | | | | | 1,700,000 |
| Water Rights Purchases 2025 | 20% | Bond | | | | | | | | \$1,700,000 | | | | 1,700,000 |
| Connection 3 Transmission Line | 20% | Bond | | | | | 000'000'6\$ | | | | | | | 9,000,000 |
| New Well | %0 | Bond | | \$1,500,000 | | | 2 | | | | | | | 1,500,000 |
| Total | | n. 1 | \$274,982 | \$3,291,661 | \$229,151 | \$1,929,151 | \$274,982 \$3,291,661 \$229,151 \$1,929,151 \$10,929,151 \$1,929,151 \$1,929,151 \$1,929,151 \$229,151 \$229,151 \$229,151 \$23,129,006 | \$1,929,151 | \$1,929,151 | \$1,929,151 | \$229,151 | \$229,151 | \$229,151 | 33,129,006 |
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| | | 2018 | | | | | | | | | | | |
|------------------------------------|-----------|---|--|--|--|--|--|--|---|--|---|--|---|
| Water Capital Projects - Escalated | | 1 | 2 | 3 | 4 | 2 | 9 | 7 | 00 | 6 | 10 | 11 | |
| % Growth | Debt Type | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | Total |
| %0 | Bond | \$0 | \$0 | \$ | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0\$ | \$0 | \$0 |
| %0 | Bond | \$0 | \$0 | \$ | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0\$ | \$0\$ | \$0 |
| 100% | Cash | \$274,982 | \$94,410 | \$243,107 | \$250,400 | \$257,912 | \$265,649 | \$273,619 | \$281,827 | \$290,282 | \$298,991 | \$307,960 | \$2,839,140 |
| 20% | Bond | \$0 | \$1,751,000 | \$0 | \$0 | \$0\$ | \$0 | \$0 | \$0 | \$0 | \$0\$ | \$0 | \$1,751,000 |
| 20% | Cash | \$0 | \$0 | \$ | \$1,857,636 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,857,636 |
| 20% | Bond | \$0 | \$0 | \$ | \$0 | \$1,913,365 | \$0 | \$0\$ | \$0 | \$0 | \$0\$ | \$0\$ | \$1,913,365 |
| 20% | Cash | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,970,766 | \$0 | \$0 | \$0 | \$0\$ | \$0\$ | \$1,970,766 |
| 20% | Cash | \$0 | \$0 | \$0 | \$0 | \$0 | \$0\$ | \$2,029,889 | \$0 | \$0 | \$0\$ | \$0\$ | \$2,029,889 |
| 20% | Bond | \$0 | \$0 | \$0\$ | \$0 | \$0 | \$0 | \$0 | \$2,090,786 | \$0 | \$0 | \$0\$ | \$2,090,786 |
| 20% | Bond | \$0\$ | \$0\$ | \$0 | \$0 | \$10,129,579 | \$0 | \$0 | \$0 | \$0 | \$0\$ | \$0\$ | \$10,129,579 |
| %0 | Bond | \$0 | \$1,545,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0\$ | \$0 | \$0\$ | \$0 | \$1,545,000 |
| | | \$274,982 | \$3,390,410 | \$243,107 | \$2,108,036 | \$12,300,856 | \$2,236,415 | \$2,303,508 | \$2,372,613 | \$290,282 | \$298,991 | \$307,960 | \$26,127,160 |
| | 8 | % Growth Debt Type 0% Bond 100% Cash 50% Bond 50% Cash 50% Cash 50% Cash 50% Bond 50% Bond 50% Bond 50% Bond 60% Bond | 2018 % Growth Debt Type 2018 0% Bond 0% Bond 100% Cash \$274,9 50% Bond 50% Bond 50% Cash 50% Bond 50% Cash 50% Bond 50% Bond 50% Bond 50% Bond 50% Bond 60% Bond | 2018 2 2018 2 2018 2 2019 2 20 | ## Carewith Debt Type 2018 2019 | 2018 2 3 3 3 3 3 3 3 3 3 | 2018 2 3 4 5 % Growth Debt Type 2018 2019 2020 2021 2022 0% Bond \$0 \$0 \$0 \$0 \$0 100% Bond \$0 \$0 \$0 \$0 50% Bond \$0 \$1,751,000 \$0 \$0 \$0 50% Bond \$0 \$1,751,000 \$0 | Scrowth Debt Type 2018 3 4 5 6 Scrowth Debt Type 2018 2019 2020 2021 2022 2023 0% Bond \$0 \$0 \$0 \$0 \$0 \$0 0% Bond \$0 \$0 \$0 \$0 \$0 \$0 50% Bond \$0 \$1,751,000 \$0 \$0 \$0 \$0 \$0 50% Cash \$0 \$1,751,000 \$0 | 2018 2 3 4 5 6 % Growth Debt Type 2018 2019 2020 2021 2022 2023 0% Bond \$0 \$0 \$0 \$0 \$0 \$0 100% Bond \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 50% Bond \$0 \$1,751,000 \$0 <td>Signovith Debt Type 2019 2020 2021 5 6 7 8 0% Bond \$0<td>% Growth Debt Type 2018 2020 2021 502 6 7 8 9 9 0% Bond \$0</td><td>SCHOWTH DEBTTYPE 2018 3 4 5 6 7 8 9 102 SCHOWTH DEBTTYPE 2018 2020 2021 2022 2023 2024 2025 2026 2020 SW Bond \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 50% Bond \$0 \$1,751,000 \$0</td><td>2018 2 4 5 6 7 8 9 10 11 56 Growth Debit Type 2018 2020 2021 2022 2023 2024 2025 2026 2025</td></td> | Signovith Debt Type 2019 2020 2021 5 6 7 8 0% Bond \$0 <td>% Growth Debt Type 2018 2020 2021 502 6 7 8 9 9 0% Bond \$0</td> <td>SCHOWTH DEBTTYPE 2018 3 4 5 6 7 8 9 102 SCHOWTH DEBTTYPE 2018 2020 2021 2022 2023 2024 2025 2026 2020 SW Bond \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 50% Bond \$0 \$1,751,000 \$0</td> <td>2018 2 4 5 6 7 8 9 10 11 56 Growth Debit Type 2018 2020 2021 2022 2023 2024 2025 2026 2025</td> | % Growth Debt Type 2018 2020 2021 502 6 7 8 9 9 0% Bond \$0 | SCHOWTH DEBTTYPE 2018 3 4 5 6 7 8 9 102 SCHOWTH DEBTTYPE 2018 2020 2021 2022 2023 2024 2025 2026 2020 SW Bond \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 50% Bond \$0 \$1,751,000 \$0 | 2018 2 4 5 6 7 8 9 10 11 56 Growth Debit Type 2018 2020 2021 2022 2023 2024 2025 2026 2025 |

MEMORANDUM OF UNDERSTANDING

TRIVIEW METROPOLITAN DISTRICT and CREEKSIDE DEVELOPERS, LLC

ANTICIPATED FUNDING AND TIMING OF EXPANSION OF JACKSON CREEK PARKWAY WITHIN THE TRIVIEW METROPOLITAN DISTRICT

This MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between TRIVIEW METROPOLITAN DISTRICT ("Triview" or the "District"), a political subdivision and quasi-municipal corporation of the state of Colorado, and CREEKSIDE DEVELOPERS, LLC, a Colorado limited liability company ("Creekside"). Triview and Creekside each are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

1. BACKGROUND.

The Parties have, in cooperation with other developers, negotiated the Western Interceptor Water and Sewer Offsite Improvements Participation and Cost Recovery Agreement ("Western Interceptor Agreement") and the "Western Water Infrastructure Loop Agreement" which identify the parties responsible for providing funding for certain offsite infrastructure, including Creekside, and mechanisms for potential cost recovery of portions of such funding from parties later benefitting therefrom (collectively the "Offsite Infrastructure Agreements"). The Offsite Infrastructure Agreements require substantial funding from Creekside for infrastructure benefitting development within the District on or adjacent to Jackson Creek Parkway to the south of Higby Road, in Monument, Colorado, a primary thoroughfare within the District. Creekside has expressed its concern that, unless the two-lane portions of Jackson Creek Parkway to the south of Higby Road are upgraded and improved to a four-lane alignment (2 southbound lanes, and 2 northbound), Creekside may be prevented or delayed from benefitting from its investments in the Offsite Infrastructure Agreements due to delays in development approvals from the Town of Monument associated with insufficient traffic capacity on Jackson Creek Parkway.

Triview is appreciative of the efforts of Creekside, and other developers, in working to expedite infrastructure completion beneficial to all under the Offsite Infrastructure Agreements, and understands concerns with limited traffic capacity on an approximately 1 mile portion of Jackson Creek Parkway south of Higby Road and as such the District is committed to funding the timely upgrade of such portion of Jackson Creek Parkway. In order to provide Creekside with comfort necessary for execution of the Offsite Infrastructure Agreements, and provide clarity as to the intent of the District concerning the funding and timing of the Jackson Creek Parkway improvements south of Higby Road, the Parties have entered this MOU

2. PURPOSE.

The purpose of this MOU is to document the intent and understandings of the Parties concerning the timing and funding mechanisms for the timely completion of the

Jackson Creek Parkway Improvements, and for the District to provide its commitments to the timely completion of the same.

3. UNDERSTANDING OF THE PARTIES.

- 3.1. <u>Execution of Offsite Infrastructure Agreements</u>. The Parties agree and acknowledge that Triview's representations and commitments herein are intended to, and do provide additional consideration to Creekside for its execution, coincident with this MOU, of the Offsite Infrastructure Agreements, and for Creekside's timely provision of its funding obligations thereunder.
- 3.2. <u>Jackson Creek Parkway Improvements</u>. It is agreed and acknowledged that it has always been the intent of Triview, the Town of Monument, and Creekside's predecessors in title who assisted with the formation of the District, that Jackson Creek Parkway be improved to a four-lane roadway, with two northbound and two southbound lanes, for its entire length, from Baptist Road on the South, to State Highway 105 on the north. Of this stretch, only that portion between Baptist Road and Higby Road is within the boundaries and jurisdiction of Triview, and only that portion from Baptist Road to a point just north of Leather Chaps Drive is currently a four-lane configuration, with an approximately 4,600 linear foot section to the north to Higby Road currently only having two lanes.
- 3.2.1. Triview has engaged engineering and design consultants to provide necessary specifications for the Jackson Creek Parkway Improvements. Initial estimates have placed the cost of such expansion within a range which the District could pay from cash reserves, as anticipated to be included on the District's 2019 Budget, and it is the District's intent to so fund the expansion of Jackson Creek Parkway from the current "taper" just north of the intersection with Leather Chaps Boulevard north to the intersection with Higby Road to a four-lane alignment.
- 3.2.2. Based upon relatively detailed preliminary design and price estimates obtained by the District from its consultants, the District anticipates completing design of the Jackson Creek Parkway Improvements during 2018, with completion of the project in late 2019, or early 2020.
- 3.3. <u>Creekside Assistance/Participation</u>. Creekside has committed to share any and all data and design information it may have access to concerning the Jackson Creek Parkway Improvements, including the location of any and all existing or anticipated utilities and infrastructure, planned curb cuts or turn lanes associated with its development along or adjacent to Jackson Creek Parkway, and other information which may assist the District in its design, planning, and implementation of the Jackson Creek Parkway Improvements. Creekside's affiliate, CSI, may in its discretion elect to participate in any bid process, CM/GC (construction manager/general contractor) selection process, or such other legal processes for obtaining bids/contracts associated with the Jackson Creek Parkway Improvements, and nothing in this MOU shall prohibit CSI from so participating, though the District expressly states its policy and intent to select the contractor(s) responsible for completion of the Jackson Creek Parkway

Improvements in a fair and impartial manner, based on all relevant criteria, and consistent with statutory provisions governing public bid processes.

- 3.4. <u>District Control</u>. It is anticipated and agreed that Triview shall have sole and complete control over the engineering, design, bid process, contractor selection and ultimate implementation and construction of the Jackson Creek Parkway Improvements. Similarly, it is Triview's intent to advance all funds necessary for completion of these tasks, and while Triview expressly reserves and retains the right to recoup its funding commitments to the Jackson Creek Parkway Improvements through imposition of such impact fees/service fees as may be appropriate and as may be uniformly assessed upon the District's residents, taxpayers, commercial customers, or benefitting portions thereof, Triview express its intent herein not to seek cost-recovery/recoupment of such expenditures directly from Creekside or other property owners directly adjacent to the Jackson Creek Parkway Improvements based upon such location.
- 3.5. <u>Notice and Communication</u>. Contact information for the Parties shall be as set out in the Offsite Infrastructure Agreements, with the ability to modify as needed as provided therein. Communication with the District shall be primarily by and through the District Manager, and Creekside may provide its preferred points of contact, as may change from time to time.
 - 3.6. Counterparts. This MOU may be executed in counterparts by the Parties.

4. <u>CONCLUSION</u>.

This MOU is entered into by the Parties to reflect their agreement and resolve to cooperate in promptly moving forward with the Jackson Creek Parkway Improvements, as well as with provision of funding as discussed and contemplated under the Offsite Infrastructure Agreements, so as to initiate construction activities on the projects described therein immediately. The MOU is not intended to constitute a binding agreement between the Parties, but represents an attempt to identify and describe the intentions of the parties, and an agreement to continue to cooperate and work in good faith to complete the various infrastructure projects, including the Jackson Creek Parkway Improvements beneficial to all Parties.

| TRIVIEW METORPOLITAN DISTRICT | CREEKSIDE DEVELOPERS, LLC |
|-------------------------------|---------------------------|
| By: | Ву: |
| Title: | Title: |

Triview Metro Water Department

List of Accomplishments for May, 2018

- Pumpage for month of May Lo 0.365 MG Hi 1.318 MG
 Total 29.211 MG
- Washwater usage for May- 0.25751 MG
- Total Sold 24.916 MG

Reported activity for Month of May 2018

- C Plant- Newly installed generator is available, and continuies to perform routine weekly test cycle on Tuesdays at 11 AM, test cycle is for 10 minutes, with a 5 minute cool down. Remaining C Plant work to be completed was the install of PLC UPS system (June 7th completed) Timberline needs to complete mods to control strategy for pump operation.
- B Plant Running nominally, no invasive maintenance tasks are planned or scheduled
- A Plant SCADA SCADA upgrades are approaching 100% completion Plant ran on May31, June 1 for the initial start up; remaining Computer uploads and configuration of Graphic screen, along with some additional mods for system optimization are as of yet to be completed. Well D1 and Well A1 were both utilized in the start up process for evaluation.
- PRV vaults/District Pressure Zones- Saber Creek Vault completed- PRV's removed and replaced with straight pipe. Agate Creek Vault in process of rehab work, all bolts and internal connecting pipe to be replaced. Lyons tail vault to be rehabbed first half of June (This vault will have isolation valves and PRV's replaced) Currently, 2 pressure vaults have been adjusted, one on Baptist feeding the lower pressure zone, and one on Leather Chaps, feeding the lower commercial and JCP line to Fairfield.
- Fire Hydrant Painting (Approaching 100% completion) Inspections pending

- Irrigation repairs- all issues connected to irrigation supply valves have been completed, and parks has availability at 100%.
- JCP and Lyons tail valve replacements are completed; evaluation of other valves condition will remain as a continuous task, open to discussion
- State of Colorado CCR (Consumer Confidence Report) is being published on neighborhood bulletin boards and District website, and then will be submitted to the state
- Wellfield sampling for Gross Alpha/Beta, Radium 226 and 228, Radon,
 Uranium, and Nitrates has been completed for Month of June as a preventative measure.



D 102 South Tejon Street | Suite 1100 | Colorado Springs, CO 80903 Main 719.644.7077

HRGREEN.COM

Mr. Jim McGrady TriView Metropolitan District 160 Old Forest Point, Suite 300 Monument, CO 80132

Re: Review of Traffic Speeds and Counts on Gleneagle Drive

Dear Jim,

Per your request, we have conducted speed studies at two locations on Gleneagle Drive. The following is a summary of the issues raised, data collected, analysis, conclusions and potential modifications.

Background

A complaint was received regarding the traffic speeds along Gleneagle Drive, especially at two locations:

- 1. The southbound downhill area approaching Kansas Pacific Drive which is approaching the trail crossing.
- 2. The southbound downhill curve at Ann Arbor Way where vehicles tend to encroach into the bike lanes as a way of "straightening" the curve.

Traffic Engineers look at a number of indicators when setting speed limits including road classification, design speed, 85th percentile speed and the 10 mph pace. From the latest Federal Manual on Uniform Traffic Control Devices (MUTCD) which is also referenced in State Law, the following are definitions and directions for speed:

"Speed—speed is defined based on the following classifications:

- (a) Average Speed—the summation of the instantaneous or spot-measured speeds at a specific location of vehicles divided by the number of vehicles observed.
- (b) Design Speed—a selected speed used to determine the various geometric design features of a roadway.
- (c) 85th-Percentile Speed—the speed at or below which 85 percent of the motor vehicles travel.
- (d) Operating Speed—a speed at which a typical vehicle or the overall traffic operates. Operating speed might be defined with speed values such as the average, pace, or 85th-percentile speeds.
- (e) Pace—the 10 mph speed range representing the speeds of the largest percentage of vehicles in the traffic stream."

"YIELD or STOP signs should not be used for speed control"

The Town of Monument has classified the roadway as a collector with a design speed of 35 mph and recommended operating speed limit of 30 mph. In addition to road classification, we performed two directional traffic counts taken for 24 continuous hours during the midweek (Tuesday, Wednesday or Thursday).

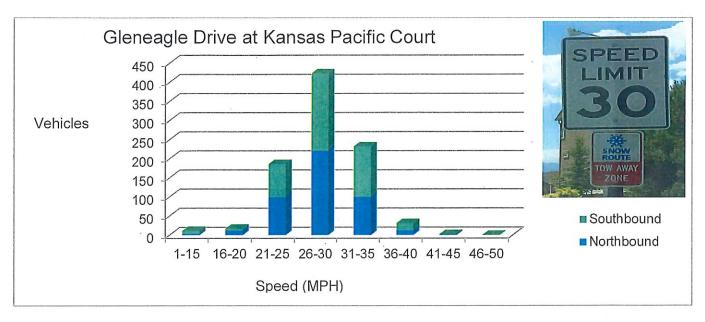
Data Summary

Traffic counts were collected at two locations along Gleneagle Drive, Kansas Pacific Ct and Ann Arbor Way. Data collection equipment was placed on May 21, 2018 and picked up on May 23, 2018 in order to accommodate a 24 hour collection from 12:00 AM to 11:59 PM on May 22, 2018. The data collected is summarized as follows:



Gleneagle Drive at Kansas Pacific Court

| Speed | 1-15 | 16-20 | 21-25 | 26-30 | 31-35 | 36-40 | 41-45 | 46-50 |
|------------|------|-------|-------|-------|-------|-------|-------|-------|
| Northbound | 3 | 12 | 99 | 221 | 100 | 12 | 1 | 0 |
| Southbound | 8 | 5 | 87 | 202 | 132 | 19 | 1 | 0 |

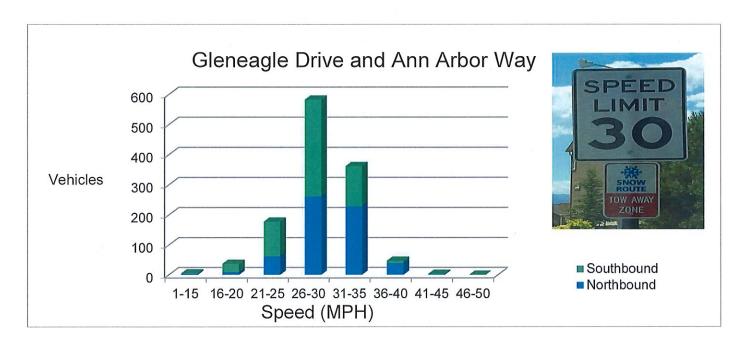


| | <u>NB</u> | <u>SB</u> |
|-----------------------|-----------|-----------|
| 24 Hour Traffic Count | 448 | 454 |
| Design Speed | 35 | 35 |
| Posted Speed | 30 | 30 |
| Average speed | 28 mph | 28 mph |
| 85 Percentile speed | 32 mph | 33 mph |
| 10 mph Pace speed | 24-33 mph | 26-35 mph |
| | | |



Gleneagle Drive at Ann Arbor Way

| | 1-15 | 16-20 | 21-25 | 26-30 | 31-35 | 36-40 | 41-45 | 46-50 |
|------------|------|-------|-------|-------|-------|-------|-------|-------|
| Northbound | 3 | 9 | 62 | 261 | 229 | 39 | 2 | 0 |
| Southbound | 2 | 28 | 116 | 322 | 133 | 8 | 1 | 0 |



| | NB | SB |
|-----------------------|-----------|-----------|
| 24 Hour Traffic Count | 605 | 610 |
| Design Speed | 35 mph | 35 mph |
| Posted Speed | 30 mph | 30 mph |
| Average speed | 30 mph | 28 mph |
| 85 Percentile speed | 33 mph | 31 mph |
| 10 mph Pace speed | 26-35 mph | 26-35 mph |
| | | |



Analysis

We have reviewed the two speed studies near Gleneagle & Kansas Pacific Ct. and Gleneagle & Ann Arbor Way.

The following are the key findings:

- Gleneagle Drive is a collector roadway per Town of Monument Design Specifications with a design speed of 35 mph and a posted speed of 30 mph
- The 85th Percentile speed is the primary speed setting criteria.
 - o Gleneagle & Kansas Pacific Ct 85th speed measurement 32-33 mph
 - Gleneagle & Ann Arbor Way 85th speed measurement 33-31 mph
- Less than .3 % of vehicles were clocked traveling greater than 40 mph
- Traffic volumes of 1200 vehicles per day is less than 20% of the collector roadway capacity

Given that the 85th percentile falls between the posted speed limit of 30 MPH and the design speed of 35 MPH, the posted speed limit of 30 MPH is supported by the data from the speed study. The fact that there is virtually no vehicles traveling greater than 40 mph indicates there is not a significant speeding problem. The low traffic volumes also reduces the vehicle – pedestrian conflicts.

Conclusion and Recommendations

A review of the speed studies indicates that there is not an excessive speeding problem. Gleneagle Drive speed limit should remain at 30 mph both from a roadway classification and the actual speed measured on the street. A 25 mph speed limit is not appropriate for a collector roadway. Further, experience has shown that reducing the speed limit doesn't affect the speeds seen on the roadway unless it is for a school zone that is enforced.

We would recommend a phased approach to dealing with this complaint, starting with immediate actions and escalating to more intense (and expensive) solutions if the concern continues to escalate with the addition of new housing to the north.

The first action should be the installation of pedestrian warning signs at all marked crosswalks. Also, if any of the crosswalks are used by elementary or middle school children, installing a school zone with a reduced speed during walk times should be considered.

The District may also wish to invest in radar speed signs or trailers. A radar sign is shown below and costs approximately \$12,000 each, installed. A radar speed trailer is actually cheaper at \$10,000.00



Radar Speed Sign



Radar Trailer



Additionally, a complaint was made regarding vehicles cutting into the bike lanes to "straighten out" the curve at Ann Arbor Way. While this can be difficult to control, one option that will not be affected by snow plow operations is to install rumble strips between the vehicle and bike lanes through the curved areas. Estimates for grinding rumble strips in asphalt range around \$1 per linear foot. Approximately 650 feet of grinding would be needed.



The installation of the rumble strips may require remarking the roadway. This will require overlaying the roadway as the markings are all thermo-plastic and are next to impossible to remove. Additionally, there may be noise complaints from nearby homes.

If traffic volumes and speeds substantially increase and vehicle/pedestrian conflicts become more prevalent, the addition of a pedestrian signal may need to be considered at the trail crossing or if there is a school crossing. They should not be considered unless there significant pedestrians crossing at one point. The costs involved with pedestrian traffic signals start at \$50,000.

A second alternative speed control measure is to install speed hump or speed tables. These are not generally recommended for collector roadways and can become a flash point for neighborhood disagreements. If any consideration of speed humps is contemplated, we recommend a comprehensive citizen engagement process. Depending on the design, speed humps will cost between \$5,000 and \$10,000 each.

Geometric changes to reduce pedestrian crossing distances such as intersection bump outs are precluded due to on-street bike lanes. The only way to make geometric changes would be to upgrade the sidewalks into bike paths and remove the on-street lanes.

Photos of these options are included in the following pages.

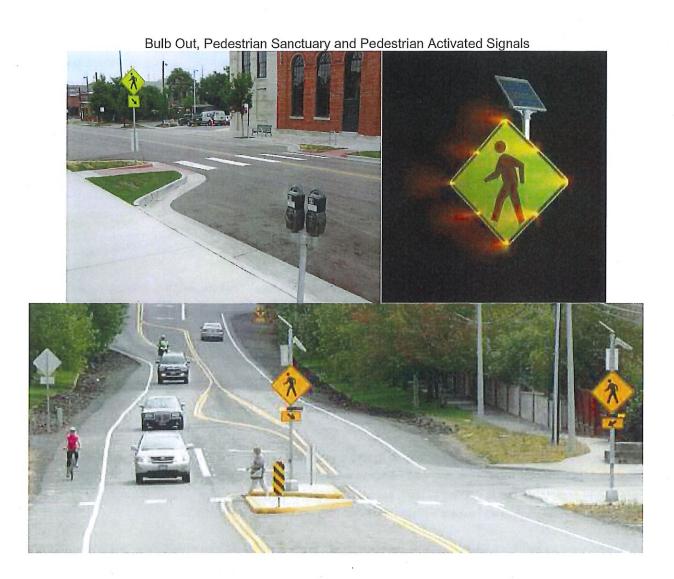
Please let me know if you have any questions.

Sincerely, HR GREEN, INC.

Michael J. Connor



Municipal Services Manager





Speed Tables (Recommend input from snow plow operators)





SOURCES AND USES OF FUNDS

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)

WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances)
Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity

[Preliminary -- for discussion only]

Dated Date Delivery Date 09/14/2018 09/14/2018

| Bond Proceeds: | |
|---|-------------------------|
| Par Amount | 10,885,000.00 |
| Net Premium | 344,341.10 |
| | 11,229,341.10 |
| Uses: | |
| Refunding Escrow Deposits: | |
| Cash Deposit | 10,984,038.56 |
| Cost of Issuance: | |
| Bond/Disclosure Counsel | 45,000.00 |
| Rating Agency | 25,000.00 |
| Underwriter's/Disclosure Counsel | 15,000.00 |
| Trustee/Dissemination | 5,000.00 |
| Escrow Verification | 5,000.00 |
| Contingency | 10,000.00 |
| | 105,000.00 |
| Delivery Date Expenses: | 54.405.00 |
| Underwriter's Discount | 54,425.00 |
| Bond Insurance (30bps, est.) | 58,407.73 |
| Surety Bond (4.00% of DSRF Reqmt, est.) | 25,863.00 138,695.73 |
| | 130,095.73 |
| Other Uses of Funds: | 1,000,01 |
| Rounding Amount | 1,606.81 |
| | 11,229,341.10 |



BOND PRICING

TRIVIEW METROPOLITAN DISTRICT
(EL PASO COUNTY, COLORADO)
WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances)
Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity [Preliminary -- for discussion only]

| Bond Component | Maturity Date | Amount | Rate | Yield | Price | Yield to Maturity | Call Date | Cal Price |
|--------------------|------------------|--------------------------------------|--------|-----------------------|----------|----------------------|--------------|--------------|
| Serial Bonds: | | 16 | | 14 | | | | |
| | 12/01/2018 | 35,000 | 5.000% | 2.090% | 100.613 | | | |
| | 12/01/2019 | 170,000 | 5.000% | 2.240% | 103.283 | | | |
| | 12/01/2020 | 180,000 | 5.000% | 2.300% | 105.791 | | | |
| | 12/01/2021 | 190,000 | 5.000% | 2.430% | 107.895 | | | |
| | 12/01/2022 | 200,000 | 5.000% | 2.530% | 109.810 | | | |
| | 12/01/2023 | 210,000 | 5.000% | 2.670% | 111.266 | i | | |
| | 12/01/2024 | 220,000 | 5.000% | 2.860% | 112.099 | | | |
| | 12/01/2025 | 230,000 | 5.000% | 3.010% | 112.813 | | | |
| | 12/01/2026 | 240,000 | 5.000% | 3.150% | 113.292 | | | |
| | 12/01/2027 | 255,000 | 5.000% | 3.210% | 114,175 | | | |
| | 12/01/2028 | 265,000 | 5.000% | 3.270% | 114.914 | | | |
| | 12/01/2029 | 280,000 | 5.000% | 3.320% | 114.447 | | 12/01/2028 | 100.00 |
| | 12/01/2030 | 295,000 | 5.000% | 3.370% | 113.982 | | 12/01/2028 | 100.00 |
| | 12/01/2031 | 305,000 | 5.000% | 3.400% | 113.704 | | 12/01/2028 | 100.00 |
| | 12/01/2032 | 325,000 | 5.000% | 3.440% | 113.334 | | 12/01/2028 | 100.00 |
| | 12/01/2033 | 340,000 | 3.625% | 3.750% | 98.556 | | 12/01/2020 | 100.00 |
| | 12/01/2034 | 350,000 | 5.000% | 3.540% | 112.417 | | 12/01/2028 | 100.00 |
| | 12/01/2035 | | 5.000% | 3.580% | 112.417 | | 12/01/2028 | 100.00 |
| | 12/01/2035 | <u>370,000</u> 4,460,000 | 5.000% | 3.560% | 112.053 | C 4.022% | 12/01/2020 | 100.00 |
| erm Bond due 2048: | | | | | | | | |
| | 12/01/2036 | 385,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2037 | 400,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2038 | 420,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2039 | 435,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2040 | 450,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2041 | 470,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2042 | 490,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2043 | 510,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2044 | 530,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2045 | 550,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2046 | 570,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2047 | 595,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2048 | 620,000 | 4.000% | 4.130% | 97.762 | | | |
| | 12/01/2040 | 6,425,000 | 4.000% | 4.130% | 97.702 | | | |
| | | 10,885,000 | | | | | | 13 |
| | | 10,000,000 | * | | | | | |
| | | Dated Date Delivery Date | | 09/14/20 09/14/20 | | | | |
| | | First Coupon | | 12/01/20 | | | | |
| | | Par Amount | | 10,885,000 | | | | |
| | | Premium | | 344,341 | .10 | | | |
| | | Production Underwriter's Discount | t | 11,229,341 -54,425 | | 163446% 500000% | | |
| | | Purchase Price Accrued Interest | | 11,174,916 | .10 102. | 663446% | | |
| | | Net Proceeds | - | 11,174,916 | | | 20 | |



BOND SUMMARY STATISTICS

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)

WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances)
Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity

[Preliminary -- for discussion only]

| 09/14/2018 09/14/2018 12/01/2018 12/01/2048 |
|---|
| 4.033746% 4.011911% 4.020872% 4.151887% 4.188903% |
| 18.827 18.394 12.502 |
| 10,885,000.00 11,229,341.10 8,584,241.74 8,294,325.64 204,928,180.56 204,928,180.56 19,469,241.74 646,575.00 644,380.53 |
| 5.000000 |
| 5.000000 |
| 102.663446 |
| |

| Bond Component | . Par Value | Price | Average Coupon | Average Life | Average Maturity Date | PV of 1 bp change |
|--|----------------|--------------------------|-------------------|--|-----------------------------|----------------------|
| Serial Bonds | 4,460,000.00 | 110.945 | 4.845% | 10.274 | 12/22/2028 | 3,419.50 |
| Term Bond due 2048 | 6,425,000.00 | 97.762 | 4.000% | 24.763 | 06/19/2043 | 10,858.25 |
| | 10,885,000.00 | | | 18.827 | | 14,277.75 |
| | | TIC | | All-In TIC | Arbitrage Yield | |
| Par Value + Accrued Interest | | | 10, | 885,000.00 | 10,885,000.00 | |
| + Premium (Discount) - Underwriter's Discount - Cost of Issuance Expense | | 344,341.10 -54,425.00 | | 344,341.10 -54,425.00 105,000.00 | 344,341.10 | |
| - Other Amounts | | | | -84,270.73 | -84,270.73 | |
| Target Value | - | 11,174,916.10 | 10, | 985,645.37 | 11,145,070.37 | |
| Target Date | | 09/14/2018 | | 09/14/2018 | 09/14/2018 | |
| Yield | | 4.011911% | | 4.151887% | 4.033746% | |



CALL PROVISIONS

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)
WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018 Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances) Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity [Preliminary -- for discussion only]

Call Table: CALL

| Call Date | Call Price |
|------------|------------|
| 12/01/2028 | 100.00 |



BOND DEBT SERVICE

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)

WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances)
Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity

[Preliminary -- for discussion only]

| Annu Debt Servi | Debt Service | Interest | Coupon | Principal | Period Ending |
|--------------------|---------------|--------------|---------|------------|------------------|
| 136,666. | 136,666.74 | 101,666.74 | 5.000% | 35,000 | 12/01/2018 |
| | 236,787.50 | 236,787.50 | | | 06/01/2019 |
| 643,575. | 406,787.50 | 236,787.50 | 5.000% | 170,000 | 12/01/2019 |
| | 232,537.50 | 232,537.50 | | | 06/01/2020 |
| 645,075. | 412,537.50 | 232,537.50 | 5.000% | 180,000 | 12/01/2020 |
| | 228,037.50 | 228,037.50 | | | 06/01/2021 |
| 646,075. | 418,037.50 | 228,037.50 | 5.000% | 190,000 | 12/01/2021 |
| | 223,287.50 | 223,287.50 | | | 06/01/2022 |
| 646,575. | 423,287.50 | 223,287.50 | 5.000% | 200,000 | 12/01/2022 |
| | 218,287.50 | 218,287.50 | | | 06/01/2023 |
| 646,575. | 428,287.50 | 218,287.50 | 5.000% | 210,000 | 12/01/2023 |
| | 213,037.50 | 213,037.50 | | | 06/01/2024 |
| 646,075. | 433,037.50 | 213,037.50 | 5.000% | 220,000 | 12/01/2024 |
| | 207,537.50 | 207,537.50 | | | 06/01/2025 |
| 645,075. | 437,537.50 | 207,537.50 | 5.000% | 230,000 | 12/01/2025 |
| | 201,787.50 | 201,787.50 | | | 06/01/2026 |
| 643,575. | 441,787.50 | 201,787.50 | 5.000% | 240,000 | 12/01/2026 |
| | 195,787.50 | 195,787.50 | | | 06/01/2027 |
| 646,575. | 450,787.50 | 195,787.50 | 5.000% | 255,000 | 12/01/2027 |
| | 189,412.50 | 189,412.50 | | | 06/01/2028 |
| 643,825. | 454,412.50 | 189,412.50 | 5.000% | 265,000 | 12/01/2028 |
| | 182,787.50 | 182,787.50 | | | 06/01/2029 |
| 645,575. | 462,787.50 | 182,787.50 | 5.000% | 280,000 | 12/01/2029 |
| | 175,787.50 | 175,787.50 | | £0 | 06/01/2030 |
| 646,575. | 470,787.50 | 175,787.50 | 5.000% | 295,000 | 12/01/2030 |
| | 168,412.50 | 168,412.50 | | | 06/01/2031 |
| 641,825. | 473,412.50 | 168,412.50 | 5.000% | 305,000 | 12/01/2031 |
| | 160,787.50 | 160,787.50 | | | 06/01/2032 |
| 646,575. | 485,787.50 | 160,787.50 | 5.000% | 325,000 | 12/01/2032 |
| , | 152,662.50 | 152,662.50 | 0.00070 | 020,000 | 06/01/2033 |
| 645,325. | 492,662.50 | 152,662.50 | 3.625% | 340,000 | 12/01/2033 |
| 0 10,020. | 146,500.00 | 146,500.00 | 0.02070 | 0 10,000 | 06/01/2034 |
| 643,000. | 496,500.00 | 146,500.00 | 5.000% | 350,000 | 12/01/2034 |
| 010,000. | 137,750.00 | 137,750.00 | 0.00070 | 000,000 | 06/01/2035 |
| 645,500. | 507,750.00 | 137,750.00 | 5.000% | 370,000 | 12/01/2035 |
| 010,000. | 128,500.00 | 128,500.00 | 0.00070 | 0,000 | 06/01/2036 |
| 642,000. | 513,500.00 | 128,500.00 | 4.000% | 385,000 | 12/01/2036 |
| 042,000. | 120,800.00 | 120,800.00 | 4.00070 | 000,000 | 06/01/2037 |
| 641,600. | 520,800.00 | 120,800.00 | 4.000% | 400,000 | 12/01/2037 |
| 011,000. | 112,800.00 | 112,800.00 | 1.00070 | 100,000 | 06/01/2038 |
| 645,600. | 532,800.00 | 112,800.00 | 4.000% | 420,000 | 12/01/2038 |
| 040,000. | 104,400.00 | 104,400.00 | 4.00070 | 420,000 | 06/01/2039 |
| 643,800. | 539,400.00 | 104,400.00 | 4.000% | 435,000 | 12/01/2039 |
| 045,000. | 95,700.00 | 95,700.00 | 4.00070 | 433,000 | 06/01/2040 |
| 641,400. | 545,700.00 | 95,700.00 | 4.000% | 450,000 | 12/01/2040 |
| 041,400. | 86,700.00 | 86,700.00 | 4.00070 | 430,000 | 06/01/2041 |
| 643,400. | 556,700.00 | 86,700.00 | 4.000% | 470,000 | 12/01/2041 |
| 043,400. | 77,300.00 | | 4.000% | 470,000 | |
| 644 600 | | 77,300.00 | 4.0000/ | 400.000 | 06/01/2042 |
| 644,600. | 567,300.00 | 77,300.00 | 4.000% | 490,000 | 12/01/2042 |
| C4E 000 | 67,500.00 | 67,500.00 | 4.0000/ | E40.000 | 06/01/2043 |
| 645,000. | 577,500.00 | 67,500.00 | 4.000% | 510,000 | 12/01/2043 |
| 044.000 | 57,300.00 | 57,300.00 | 4.0000/ | 500.000 | 06/01/2044 |
| 644,600. | 587,300.00 | 57,300.00 | 4.000% | 530,000 | 12/01/2044 |
| 040 400 | 46,700.00 | 46,700.00 | 4.0000/ | 550.000 | 06/01/2045 |
| 643,400. | 596,700.00 | 46,700.00 | 4.000% | 550,000 | 12/01/2045 |
| 044 405 | 35,700.00 | 35,700.00 | 4.00007 | F70 000 | 06/01/2046 |
| 641,400. | 605,700.00 | 35,700.00 | 4.000% | 570,000 | 12/01/2046 |
| 0.40.000 | 24,300.00 | 24,300.00 | | | 06/01/2047 |
| 643,600. | 619,300.00 | 24,300.00 | 4.000% | 595,000 | 12/01/2047 |
| | 12,400.00 | 12,400.00 | | | 06/01/2048 |
| 644,800. | 632,400.00 | 12,400.00 | 4.000% | 620,000 | 12/01/2048 |
| 19,469,241. | 19,469,241.74 | 8,584,241.74 | | 10,885,000 | |



NET DEBT SERVICE

TRIVIEW METROPOLITAN DISTRICT

(EL PASO COUNTY, COLORADO)
WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018 Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances) Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity
[Preliminary -- for discussion only]

| Net Debt Service | Total Debt Service | Interest | Principal | Period Ending |
|---------------------|-----------------------|--------------|------------|------------------|
| 136,666.74 | 136,666.74 | 101,666.74 | 35,000 | 12/01/2018 |
| 643,575.00 | 643,575.00 | 473,575.00 | 170,000 | 12/01/2019 |
| 645,075.00 | 645,075.00 | 465,075.00 | 180,000 | 12/01/2020 |
| 646,075.00 | 646,075.00 | 456,075.00 | 190,000 | 12/01/2021 |
| 646,575.00 | 646,575.00 | 446,575.00 | 200,000 | 12/01/2022 |
| 646,575.00 | 646,575.00 | 436,575.00 | 210,000 | 12/01/2023 |
| 646,075.00 | 646,075.00 | 426,075.00 | 220,000 | 12/01/2024 |
| 645,075.00 | 645,075.00 | 415,075.00 | 230,000 | 12/01/2025 |
| 643,575.00 | 643,575.00 | 403,575.00 | 240,000 | 12/01/2026 |
| 646,575.00 | 646,575.00 | 391,575.00 | 255,000 | 12/01/2027 |
| 643,825.00 | 643,825.00 | 378,825.00 | 265,000 | 12/01/2028 |
| 645,575.00 | 645,575.00 | 365,575.00 | 280,000 | 12/01/2029 |
| 646,575.00 | 646,575.00 | 351,575.00 | 295,000 | 12/01/2030 |
| 641,825.00 | 641,825.00 | 336,825.00 | 305,000 | 12/01/2031 |
| 646,575.00 | 646,575.00 | 321,575.00 | 325,000 | 12/01/2032 |
| 645,325.00 | 645,325.00 | 305,325.00 | 340,000 | 12/01/2033 |
| 643,000.00 | 643,000.00 | 293,000.00 | 350,000 | 12/01/2034 |
| 645,500.00 | 645,500.00 | 275,500.00 | 370,000 | 12/01/2035 |
| 642,000.00 | 642,000.00 | 257,000.00 | 385,000 | 12/01/2036 |
| 641,600.00 | 641,600.00 | 241,600.00 | 400,000 | 12/01/2037 |
| 645,600.00 | 645,600.00 | 225,600.00 | 420,000 | 12/01/2038 |
| 643,800.00 | 643,800.00 | 208,800.00 | 435,000 | 12/01/2039 |
| 641,400.00 | 641,400.00 | 191,400.00 | 450,000 | 12/01/2040 |
| 643,400.00 | 643,400.00 | 173,400.00 | 470,000 | 12/01/2041 |
| 644,600.00 | 644,600.00 | 154,600.00 | 490,000 | 12/01/2042 |
| 645,000.00 | 645,000.00 | 135,000.00 | 510,000 | 12/01/2043 |
| 644,600.00 | 644,600.00 | 114,600.00 | 530,000 | 12/01/2044 |
| 643,400.00 | 643,400.00 | 93,400.00 | 550,000 | 12/01/2045 |
| 641,400.00 | 641,400.00 | 71,400.00 | 570,000 | 12/01/2046 |
| 643,600.00 | 643,600.00 | 48,600.00 | 595,000 | 12/01/2047 |
| 644,800.00 | 644,800.00 | 24,800.00 | 620,000 | 12/01/2048 |
| 19,469,241.74 | 19,469,241.74 | 8,584,241.74 | 10,885,000 | |



SUMMARY OF REFUNDING RESULTS

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)

WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances)
Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity

[Preliminary -- for discussion only]

| Dated Date | 09/14/2018 |
|---|---------------|
| Delivery Date | 09/14/2018 |
| Arbitrage yield | 4.033746% |
| Escrow yield | 0.000000% |
| Value of Negative Arbitrage | |
| Bond Par Amount | 10,885,000.00 |
| True Interest Cost | 4.011911% |
| Net Interest Cost | 4.020872% |
| All-In TIC | 4.151887% |
| Average Coupon | 4.188903% |
| Average Life | 18.827 |
| Weighted Average Maturity | 18.394 |
| Par amount of refunded bonds | 10,653,873.74 |
| Average coupon of refunded bonds | 3.054378% |
| Average life of refunded bonds | 8.311 |
| Remaining weighted average maturity of refunded bonds | 8.311 |
| PV of prior debt to 09/14/2018 @ 4.033746% | 10,038,001.05 |
| Net PV Savings | -1,105,462.51 |
| Percentage savings of refunded bonds | -10.376156% |
| | |



SAVINGS

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO) WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018 Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances) Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity [Preliminary -- for discussion only]

| Date | Prior Debt Service | Refunding Debt Service | Refunding Receipts | Refunding Net Cash Flow | Savings | Present Value to 09/14/2018 @ 4.0337461% |
|------------|-----------------------|---------------------------|-----------------------|----------------------------|---------------|--|
| 12/01/2018 | 279,168.00 | 136,666.74 | 1,606.81 | 135,059.93 | 144,108.07 | 142,896.03 |
| 12/01/2019 | 933,829.65 | 643,575.00 | | 643,575.00 | 290,254.65 | 286,400.12 |
| 12/01/2020 | 918,348.27 | 645,075.00 | | 645,075.00 | 273,273.27 | 259,344.32 |
| 12/01/2021 | 901,939.99 | 646,075.00 | | 646,075.00 | 255,864.99 | 233,586.46 |
| 12/01/2022 | 860,003.22 | 646,575.00 | | 646,575.00 | 213,428.22 | 187,678.30 |
| 12/01/2023 | 847,592.43 | 646,575.00 | | 646,575.00 | 201,017.43 | 170,068.93 |
| 12/01/2024 | 835,195.66 | 646,075.00 | | 646,075.00 | 189,120.66 | 153,956.22 |
| 12/01/2025 | 822,323.88 | 645,075.00 | | 645,075.00 | 177,248.88 | 138,862.56 |
| 12/01/2026 | 814,466.11 | 643,575.00 | | 643,575.00 | 170,891.11 | 128,690.85 |
| 12/01/2027 | 806,310.33 | 646,575.00 | | 646,575.00 | 159,735.33 | 115,783.24 |
| 12/01/2028 | 797,897.33 | 643,825.00 | | 643,825.00 | 154,072.33 | 107,345.37 |
| 12/01/2029 | 723,817.08 | 645,575.00 | | 645,575.00 | 78,242.08 | 53,214.47 |
| 12/01/2030 | 384,664.00 | 646,575.00 | | 646,575.00 | -261,911.00 | -162,308.88 |
| 12/01/2031 | 3,506,469.00 | 641,825.00 | | 641,825.00 | 2,864,644.00 | 1,688,607.82 |
| 12/01/2032 | | 646,575.00 | | 646,575.00 | -646,575.00 | -368,354.31 |
| 12/01/2033 | | 645,325.00 | | 645,325.00 | -645,325.00 | -353,163.47 |
| 12/01/2034 | | 643,000.00 | | 643,000.00 | -643,000.00 | -338,055.60 |
| 12/01/2035 | | 645,500.00 | | 645,500.00 | -645,500.00 | -325,989.41 |
| 12/01/2036 | | 642,000.00 | | 642,000.00 | -642,000.00 | -311,445.98 |
| 12/01/2037 | | 641,600.00 | | 641,600.00 | -641,600.00 | -298,995.34 |
| 12/01/2038 | | 645,600.00 | | 645,600.00 | -645,600.00 | -289,002.26 |
| 12/01/2039 | | 643,800.00 | | 643,800.00 | -643,800.00 | -276,843.96 |
| 12/01/2040 | | 641,400.00 | | 641,400.00 | -641,400.00 | -264,945.09 |
| 12/01/2041 | | 643,400.00 | | 643,400.00 | -643,400.00 | -255,292.31 |
| 12/01/2042 | | 644,600.00 | | 644,600.00 | -644,600.00 | -245,682.02 |
| 12/01/2043 | | 645,000.00 | | 645,000.00 | -645,000.00 | -236,137.70 |
| 12/01/2044 | | 644,600.00 | | 644,600.00 | -644,600.00 | -226,680.49 |
| 12/01/2045 | | 643,400.00 | | 643,400.00 | -643,400.00 | -217,329.29 |
| 12/01/2046 | | 641,400.00 | | 641,400.00 | -641,400.00 | -208,100.96 |
| 12/01/2047 | | 643,600.00 | | 643,600.00 | -643,600.00 | -200,567.47 |
| 12/01/2048 | | 644,800.00 | | 644,800.00 | -644,800.00 | -193,002.66 |
| | 13,432,024.95 | 19,469,241.74 | 1,606.81 | 19,467,634.93 | -6,035,609.98 | -1,105,462.51 |

Savings Summary

PV of savings from cash flow

-1,105,462.51

Net PV Savings

-1,105,462.51



SUMMARY OF BONDS REFUNDED

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)

WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances)
Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity

[Preliminary -- for discussion only]

| Bond | Maturity Date | Interest Rate | Par Amount | Call Date | Call Price |
|-----------------------|----------------------|------------------|---------------|--------------|---------------|
| 10/22/14: Ser. 2014 I | Enterprise Loan, \$5 | ,933,873.74 (No | rthStar): | 81 | |
| TERM29 | 02/01/2019 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2019 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2020 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2020 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2021 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2021 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2022 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2022 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2023 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2023 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2024 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2024 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2025 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2025 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2026 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2026 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2027 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2027 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2028 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 08/01/2028 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 02/01/2029 | 3.750% | 200,000.00 | 09/14/2018 | 103.000 |
| | 10/22/2029 | 3.750% | 133,873.74 | 09/14/2018 | 103.000 |
| | 10/22/2029 | 3.730% | 4.333,873.74 | 09/14/2010 | 103.000 |
| | | | 4,333,673.74 | | |
| 12/14/16: Ser. 16 Wt | r Ent Rev Bonds, \$6 | | | | |
| TERM31 | 12/01/2018 | 2.980% | 185,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2019 | 2.980% | 190,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2020 | 2.980% | 195,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2021 | 2.980% | 200,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2022 | 2.980% | 210,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2023 | 2.980% | 215,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2024 | 2.980% | 220,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2025 | 2.980% | 225,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2026 | 2.980% | 235,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2027 | 2.980% | 245,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2028 | 2.980% | 255,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2029 | 2.980% | 265,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2030 | 2.980% | 275,000.00 | 09/14/2018 | 102.000 |
| | 12/01/2031 | 2.980% | 3,405,000.00 | 09/14/2018 | 102.000 |
| | 12/0//2001 | 2.00070 | 6,320,000.00 | 30.1.1.2010 | . 52.000 |
| | | | 10,653,873.74 | | |



ESCROW REQUIREMENTS

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)

WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances)
Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity

[Preliminary -- for discussion only]

Dated Date Delivery Date 09/14/2018 09/14/2018

10/22/14: Ser. 2014 Enterprise Loan, \$5,933,873.74 (NorthStar)

| Period Ending | Interest | Principal Redeemed | Redemption Premium | Total |
|------------------|-----------|-----------------------|-----------------------|--------------|
| 09/14/2018 | 19,863.59 | 4,333,873.74 | 130,016.21 | 4,483,753.54 |
| | 19,863.59 | 4,333,873.74 | 130,016.21 | 4,483,753.54 |



ESCROW REQUIREMENTS

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)

WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018
Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances)
Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity

[Preliminary -- for discussion only]

Dated Date Delivery Date 09/14/2018

09/14/2018

12/14/16: Ser. 16 Wtr Ent Rev Bonds, \$6.5M Par, 12.1.31 mat (Estd ds)

| Period Ending | Interest | Principal Redeemed | Redemption Premium | Total |
|------------------|-----------|-----------------------|-----------------------|--------------|
| 09/14/2018 | 53,885.02 | 6,320,000.00 | 126,400.00 | 6,500,285.02 |
| | 53,885.02 | 6,320,000.00 | 126,400.00 | 6,500,285.02 |



PRIOR BOND DEBT SERVICE (ESTIMATED)

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO)
WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018 Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances) Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity [Preliminary -- for discussion only]

10/22/14: Ser. 2014 Enterprise Loan, \$5,933,873.74 (NorthStar)

| Annual Debt Service | Debt Service | Interest | Coupon | Principal | Period Ending |
|---|---|------------|--------|--|------------------|
| | 283,065.91 | 83,065.91 | 3.750% | 200,000.00 | 02/01/2019 |
| | 277,940.74 | 77,940.74 | 3.750% | 200,000.00 | 08/01/2019 |
| 561,006.65 | | | | | 12/01/2019 |
| | 275,399.25 | 75,399.25 | 3.750% | 200,000.00 | 02/01/2020 |
| | 270,788.02 | 70,788.02 | 3.750% | 200,000.00 | 08/01/2020 |
| 546,187.27 | | | | | 12/01/2020 |
| | 267,732.58 | 67,732.58 | 3.750% | 200,000.00 | 02/01/2021 |
| | 262,857.41 | 62,857.41 | 3.750% | 200,000.00 | 08/01/2021 |
| 530,589.99 | | | | | 12/01/2021 |
| | 244,048.34 | 44,048.34 | 3.750% | 200,000.00 | 02/01/2022 |
| | 240,564.88 | 40,564.88 | 3.750% | 200,000.00 | 08/01/2022 |
| 484,613.22 | | | | | 12/01/2022 |
| | 238,426.11 | 38,426.11 | 3.750% | 200,000.00 | 02/01/2023 |
| | 235,034.32 | 35,034.32 | 3.750% | 200,000.00 | 08/01/2023 |
| 473,460.43 | 1913/00/1919 P. A. W. March 1919 P. C. C. | | | and the second s | 12/01/2023 |
| | 232,803.89 | 32,803.89 | 3.750% | 200,000.00 | 02/01/2024 |
| | 229,666.77 | 29,666.77 | 3.750% | 200,000.00 | 08/01/2024 |
| 462,470.66 | | | | | 12/01/2024 |
| | 227,181.67 | 27,181.67 | 3.750% | 200,000.00 | 02/01/2025 |
| | 223,973.21 | 23,973.21 | 3.750% | 200,000.00 | 08/01/2025 |
| 451,154.88 | | | | 1.19 | 12/01/2025 |
| | 221,559.45 | 21,559.45 | 3.750% | 200,000.00 | 02/01/2026 |
| | 218,442.66 | 18,442.66 | 3.750% | 200,000.00 | 08/01/2026 |
| 440,002.11 | | | | | 12/01/2026 |
| | 215,937.23 | 15,937.23 | 3.750% | 200,000.00 | 02/01/2027 |
| | 212,912.10 | 12,912.10 | 3.750% | 200,000.00 | 08/01/2027 |
| 428,849.33 | | | | | 12/01/2027 |
| *************************************** | 210,315.00 | 10,315.00 | 3.750% | 200,000.00 | 02/01/2028 |
| | 207,422.33 | 7,422.33 | 3.750% | 200,000.00 | 08/01/2028 |
| 417,737.33 | | | | | 12/01/2028 |
| 10.00 MI. TO VENEY | 204,692.78 | 4,692.78 | 3.750% | 200,000.00 | 02/01/2029 |
| | 1,850.99 | 1,850.99 | | 200,000,00 | 08/01/2029 |
| | 134,712.31 | 838.57 | 3.750% | 133,873.74 | 10/22/2029 |
| 341,256.08 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | | 12/01/2029 |
| 5,137,327.95 | 5,137,327.95 | 803,454.21 | | 4,333,873.74 | - |



PRIOR BOND DEBT SERVICE (ESTIMATED)

TRIVIEW METROPOLITAN DISTRICT (EL PASO COUNTY, COLORADO) WATER & WASTERWATER ENTERPRISE REFUNDING BONDS, SERIES 2018 Pay & Cancel Refunding of Series 2014 Note & Series 2016 Revenue Bonds (Est'd balances) Assumes Insured (BBB+ underlying credit), Non-BQ, Level Debt, 12/1/2048 Final Maturity [Preliminary -- for discussion only]

12/14/16: Ser. 16 Wtr Ent Rev Bonds, \$6.5M Par, 12.1.31 mat (Estd ds)

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|------------------|-----------|--------|--------------|--------------|---------------------------|
| 2/01/2018 | 185,000 | 2.980% | 94,168.00 | 279,168.00 | 279,168 |
| /01/2019 | | | 91,411.50 | 91,411.50 | |
| /01/2019 | 190,000 | 2.980% | 91,411.50 | 281,411.50 | 372,823 |
| /01/2020 | | | 88,580.50 | 88,580.50 | |
| /01/2020 | 195,000 | 2.980% | 88,580.50 | 283,580.50 | 372,161 |
| /01/2021 | | | 85,675.00 | 85,675.00 | |
| /01/2021 | 200,000 | 2.980% | 85,675.00 | 285,675.00 | 371,350 |
| /01/2022 | | | 82,695.00 | 82,695.00 | |
| /01/2022 | 210,000 | 2.980% | 82,695.00 | 292,695.00 | 375,390 |
| 3/01/2023 | | | 79,566.00 | 79,566.00 | |
| /01/2023 | 215,000 | 2.980% | 79,566.00 | 294,566.00 | 374,132 |
| /01/2024 | | | 76,362.50 | 76,362.50 | |
| /01/2024 | 220,000 | 2.980% | 76,362.50 | 296,362.50 | 372,725 |
| 6/01/2025 | | | 73,084.50 | 73,084.50 | |
| /01/2025 | 225,000 | 2.980% | 73,084.50 | 298,084.50 | 371,169 |
| 3/01/2026 | | | 69,732.00 | 69,732.00 | |
| /01/2026 | 235,000 | 2.980% | 69,732.00 | 304,732.00 | 374,464 |
| 5/01/2027 | | | 66,230.50 | 66,230.50 | |
| /01/2027 | 245,000 | 2.980% | 66,230.50 | 311,230.50 | 377,461 |
| 5/01/2028 | | | 62,580.00 | 62,580.00 | |
| /01/2028 | 255,000 | 2.980% | 62,580.00 | 317,580.00 | 380,160 |
| /01/2029 | | | 58,780.50 | 58,780.50 | |
| /01/2029 | 265,000 | 2.980% | 58,780.50 | 323,780.50 | 382,561 |
| 6/01/2030 | | | 54,832.00 | 54,832.00 | |
| /01/2030 | 275,000 | 2.980% | 54,832.00 | 329,832.00 | 384,664 |
| /01/2031 | | | 50,734.50 | 50,734.50 | |
| 2/01/2031 | 3,405,000 | 2.980% | 50,734.50 | 3,455,734.50 | 3,506,469 |
| | 6,320,000 | | 1,974,697.00 | 8,294,697.00 | 8,294,697 |



SCOPE OF SERVICES

For

JACKSON CREEK PARKWAY NORTH OF LEATHER CHAPS DRIVE TO HIGBY ROAD

TriView Metropolitan District c/o Mr. Jim McGrady, District Manager

Mike Connor
Municipal Services Manager
HR Green, Inc.
7887 E. Belleview Ave., Suite 1100
Denver, CO 80111

Project Number: 180452

June 5, 2018

TABLE OF CONTENTS

| SECTION I -PROJECT UNDERSTANDING | 1 |
|---|---|
| SECTION II - PROPOSED SCOPE OF WORK AND ASSUMPTIONS | 2 |
| SECTION III -DELIVERABLES | 6 |
| SECTION III – POST DESIGN SERVICES | 6 |
| SECTION IV – SERVICES BY OTHERS | 7 |
| SECTION V – INFORMATION TO BE PROVIDED BY CLIENT | 7 |
| SECTION VI – NOT INCLUDED IN CONTRACT | 7 |
| SECTION VII – PROFESSIONAL SERVICES FEE SUMMARY | 8 |

TriView Metropolitan District Jackson Creek Parkway North of Leather Chaps Drive to Higby Road June 5, 2018 Page 1 of 8

SCOPE OF SERVICES TRIVIEW METROPOLITAN DISTRICT .JACKSON CREEK PARKWAY NORTH OF LEATHER CHAPS DRIVE TO HIGBY ROAD

SECTION I -PROJECT UNDERSTANDING

This proposal is for engineering services to be provided to TriView Metropolitan District (CLIENT) (CLIENT) by HR Green, Inc. (COMPANY). The work is associated with the proposed improvements to Jackson Creek Parkway. The CLIENT is desirous of improving Jackson Creek Parkway from north of Leather Chaps Drive to Higby Road. Jackson Creek Parkway was originally designed in the early 2000's to consist of a four lane divided urban roadway with two 12-foot lanes in each direction, 2-foot paved shoulders with curb and gutter and a 21-foot barrier median from Lyons Tail Road to SH 105; however, this design was not fully constructed. The full typical section was constructed to north of Leather Chaps Drive at which point the northbound lanes taper down and all traffic utilizes the two ultimate southbound lanes. As part of the construction storm sewer improvements, which included installation of cross culverts, were made throughout the project limits to accommodate the future widening.

The CLIENT is moving forward with the next phase of the project and intends to construct the segment to the north, which extends from north of Leather Chaps Drive to Higby Road with a modified section to include a 4 foot bike lane in each direction and a narrower median. The section of Jackson Creek Parkway from Higby Road to SH 105 is under the jurisdiction of the Town of Monument (Monument). Improvements to this section of roadway would be completed under separate contract with Monument. If Monument proceeds with their improvements, the two projects would be coordinated accordingly.

This project will be design build, Construction Manager General Contractor (CMGC) or another method chosen by CLIENT. The scope of work will include development of a 60% design. A complete design and full contract plans will not be included. The design and plan level will be in accordance with CDOT's Major Deliverables Matrix which states that a 60% design completion is not a formal submittal or review; it is simply a general level of design completion. The design tasks to be included are:

- 1. Design of major project elements completed, review for constructability, conformance with standards
- 2. All key project elements and features defined.
- 3. Type, size and location of key elements and features fixed.
- 4. Develop Total Project Cost Estimate
- 5. Horizontal & vertical alignments, superelevations, and limits of cut/fill finalized
- 6. Sight distance checks for horizontal alignment, vertical alignment and at intersections
- 7. Roadside hazard mitigation plan developed (barrier length of need, fixed objects, attenuator design, drainage structures)
- 8. ADA facilities identified and designed to meet requirements.
- 9. Permits conditions incorporated into the plans
- 10. Wetlands Delineation Map

TriView Metropolitan District Jackson Creek Parkway North of Leather Chaps Drive to Higby Road June 5, 2018 Page 2 of 8

- 11. Environmental Mitigation Plan
- 12. Final Pavement Design Report
- 13. Utility conflict matrix

Design Criteria

The following design guidelines will apply to this project:

- a. CDOT Roads Standards,
- b. TriView Metropolitan District Standards; and
- c. El Paso County Standards.

SECTION II - PROPOSED SCOPE OF WORK AND ASSUMPTIONS

The following is an outline of the scope of work tasks and assumptions made in development of the contract.

a) Data Collection and Review

- 1. Prepare aerial exhibits of the project limits to be used for exhibits and presentations. The CLIENT will provide electronic copy of aerial photography to COMPANY. No new aerial photography is included in the contract.
- 2. Coordinate with utility companies to obtain latest maps of utilities within the project limits and place this information on a CADD base map.
- 3. No additional traffic count data will be obtained.
- 4. Soils Investigations
 - i. Obtain soil borings, an analysis of soil conditions, and a detailed soil report for the improvement. This work will be performed by a geotechnical subconsultant.

b) Survey Services

A topographic survey of the corridor will be completed.

- 1. Roadway Topographic Survey-. A limited roadway topographic survey will be completed that will include the approximate 5,600 feet of roadway (includes 1,000 feet of Higby Road). Survey sections will extend 5' beyond the existing ROW on both sides of the roadway and will include pick up of existing sidewalk, back of curb, edge of pavement, drainage structures and centerline. Existing utilities will be surveyed from visible flags or markings. Storm, sanitary sewer and watermain structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed.
- 2. Right of Way Location No ROW survey will be completed. Existing ROW will be that shown on the previous roadway plans.

c) Traffic Analysis

- 1. It has been anticipated that no traffic analysis related tasks will be required.
- 2. No traffic signal warrant analyses will be performed at any intersections.
- 3. Autoturn analysis, based upon Design Vehicle, will be performed at the Jackson Creek Parkway at Higby Road intersection to determine radii and correct pavement marking.

TriView Metropolitan District
Jackson Creek Parkway
North of Leather Chaps Drive to Higby Road
June 5, 2018
Page 3 of 8

d) Preliminary Design Studies

- 1. It has been assumed that the horizontal geometry will follow the existing alignment of Jackson Creek Parkway and the new northbound lanes will be constructed east of the existing roadway.
- 2. The proposed geometrics for the intersection of Jackson Creek Parkway and Higby Road will as shown in the final design plans for the initial Jackson Creek Parkway improvements.
- 3. Higby Road is the northern border of the District. The District is financially responsible for the southern half of the intersection with the Town of Monument responsible for the north half of the intersection. If the Town of Monument does not move forward with improvements to Jackson Creek Parkway from Higby Road to SH 105, then a temporary intersection design will be constructed. To improve northbound traffic flow, it has been proposed to construct the full roadway section to the south side of Higby Road and extend two northbound lanes through the intersection and then taper back to match the existing two lane section to the north. The southbound direction will remain as one through lane north of the intersection.
- 4. The existing traffic signal at the intersection of Jackson Creek Parkway at Higby Road will be replaced with a new permanent traffic signal. This contract will include the entire traffic signal design for the intersection.
- 5. Roadway lighting will be included along the corridor and located in the center median to match the existing lighting design to the south.
- 6. The roadway typical section will be revised slightly. New typical section will include 4' bike lanes in each direction. This will be accomplished by utilizing the 2 foot shoulder and the center median. Modification of the existing 4 lane section south to Baptist Road is not included in this contract but may be completed under a separate contract.
- 7. Pedestrian facilities will include a sidewalk along the east side, with a width between 5 foot and 10 foot.
- 8. Cross sections will be developed to verify that improvements will fit within the existing ROW. Templated cross-sections will be developed every 100 feet and at critical locations. Cross sections to include information regarding cross slopes, existing and proposed elevations, ditch elevation (where appropriate), review of utility conflicts and verify right-of-way.
- 9. A pavement design will be completed. It is anticipated that it will match the previous roadway composition.
- 10. There is an existing span wire traffic signal at the Jackson Creek Parkway at Higby Road intersections. This signal will be impacted by the proposed improvements and need to be removed. A new traffic signal will be installed at the intersection.
- 11. It has been anticipated that the construction will be completed under traffic and all lanes will remain open to traffic. No construction staging plans or details will be prepared.
- 12. Plans and specifications will be developed for the installation of permanent roadway lighting along Jackson Creek Parkway. The plans will show the general layout of the lights along the center median. The lights will match the same model and 150 watt lamps previously installed to the south. No photometrics will be required.
- 13. No right-of-way or easements will be necessary to construct the project.

e) Environmental Updates

1. There are no wetland delineations or other environmental review/coordination included in the scope. Any environmental related tasks will be covered under a separate contract.

TriView Metropolitan District Jackson Creek Parkway North of Leather Chaps Drive to Higby Road June 5, 2018 Page 4 of 8

f) Drainage Analysis and Design

- 1. A Drainage Study was completed as part of the original design. It has been assumed that a copy of the study will be provided to the COMPANY.
- 2. The existing drainage system previous installed will be utilized with the addition of drainage structures and storm sewer.
- 3. A large detention pond was constructed to provide detention for the corridor. It has been anticipated that no additional detention will be required.
- 4. No floodplain and compensatory storage will be necessary.
- 5. Preliminary Investigation

COMPANY will perform a detailed review of the previously approved Drainage Report in order to analyze the original design intentions. COMPANY will also review any available existing and/or proposed plans concerning the various developments within project limits for drainage information that may affect the proposed improvements. COMPANY will supplement that data with a field investigation to determine the extent of the existing watersheds encompassing Jackson Creek Parkway and also confirm their respective outfall locations. The capacity of existing storm sewer outfalls will be checked based on their diameter and slope.

6. Inlet Spacing Calculations

Based on the findings and the proposed roadway geometry, COMPANY will calculate the required inlet spacing for a 10-year design storm event.

7. Storm Sewer Sizing and Layout

COMPANY will route the proposed storm sewer to the outlets. Runoff rates will be determined for each inlet's individual tributary area and the storm sewer sized using the Rational Method. It is anticipated that Hydraflow modeling will be used. A 10-year frequency storm will be used for design and the system will be checked for the 100-year storm event.

8. Culvert Analysis

Based on a review of old plans, there are six major cross culverts within the project limits. The culverts will be analyzed for existing and proposed conditions. It is anticipated that hydrology will be done with a hydrograph method and hydraulics will be completed with HY-8. A narrative and supporting calculations will be provided verifying the sizing of the proposed culverts/storm sewers.

9. Technical Drainage Memo

A drainage technical memo will be prepared that will describe the existing and proposed conditions and summarize the findings and recommendations.

g) Contract Plans and Specifications

Plans and specifications for the proposed roadway, traffic signals, and lighting improvements along Jackson Creek Parkway will be prepared and submitted to the CLIENT for review and approval. Submittals to the CLIENT will occur at the 30% and 60% milestones. A full complete set of plans will not be prepared. The following will be completed as part of the contract plans and specifications:

1. Contract Plans and Specifications

The contract plans will consist of the following sheets:

a. Cover Sheet - (1 Sheet)

TriView Metropolitan District Jackson Creek Parkway North of Leather Chaps Drive to Higby Road June 5, 2018 Page 5 of 8

- b. Index of Sheets / List of Standards- (1 Sheet)
- c. Typical Sections (2 Sheets)
- d. Alignment, Ties, and Benchmarks (1 Sheet)
- e. Plan and Profiles (50 scale 4 Sheets)
- f. Erosion Control Plans (50 scale 4 Sheets)
- g. Drainage Plan and Profiles (50 scale 4 Sheets)
- h. Intersection Pavement Elevation Plans (20 scale 2 Sheets)
- i. Pavement Marking and Signage Plans (50 scale 2 Sheets)
- j. Temporary Traffic Signal Installation Plan (20 scale 1 Sheet)
- k. Traffic Signal Installation Plans (20 scale 2 Sheets)
- I. Lighting Plans (50 scale 2 Sheets)
- m. Miscellaneous Details (4 Sheets)

2. Contract Specifications

COMPANY will prepare contract specifications for the proposed work. Specifications will cover not standard pay items and project specific requirements.

3. Engineer's Opinion of Probable Cost

An Engineer's Opinion of Probable Cost (EOPC) for the project will be prepared and submitted to the CLIENT for review at the 60% submittal.

h) Utility Coordination

A critical part of the project will be to identify all of the utilities located within the project area including electrical, gas, cable, traffic signal conduits, water, sanitary and existing storm. Initial coordination will include submittal of preliminary plans to utility companies to location of their facilities along the corridor. Existing utilities will be identified from the following sources:

- 1. COMPANY will utilize existing utility atlases from the local agencies;
- 2. Utilize utility atlases obtained from utility companies; and
- 3. Survey data

COMPANY will utilize existing plans and survey data to obtain available depths of utilities. Test holes will be requested from utility companies at critical locations, if needed. A Utility Conflict Assessment will be completed for the project. A list of utility conflicts will be developed and summarized. COMPANY will analyze horizontal and vertical separation from other utilities, both public and private, as appropriate. No detailed designs of utility relocations or replacements will be completed as part of this contract

i) QA/QC

Quality Assurance and Quality Control will be provided in accordance with COMPANY's current QA/QC plan. A separate office not involved in the preparation of plans will provide an independent review of the plans. A constructability review by qualified construction personnel will also be provided as part of the QA/QC process.

j) Meetings, Field Checks, and General Coordination

TriView Metropolitan District Jackson Creek Parkway North of Leather Chaps Drive to Higby Road June 5, 2018 Page 6 of 8

This project will require coordination and meetings with various agencies and stakeholders. The coordination and meetings are as described below.

- 1. One (1) project kick-off meeting with the CLIENT
- 2. Four (4) meetings with the CLIENT
- 3. Two (2) utility coordination meetings
- 4. Two (2) field checks

Meeting Time and Specifications include:

- 1. COMPANY will have up to two (2) representatives at all meetings.
- 2. A maximum of four (4) hours per meeting have been allotted for all meetings, including travel time.
- 3. Meeting preparation time of two (2) hours per representative for progress and coordination meetings.
- 4. Preparation and distribution of meeting minutes will be provided for all meetings.

b) Project Administration

COMPANY Project Manager will provide project administration services to manage the scope, schedule and budget and maintain project correspondence files. Scope will include prepare a work breakdown structure and work plan, updating work plan and preparing monthly invoices against percent complete.

The scope also includes periodic team meetings with various task leads to discuss project progress and design elements to provide a seamless integration of preliminary design including periodic correspondence with the CLIENT and general administrative tasks.

SECTION III - DELIVERABLES

Deliverables included in this contract are:

Contract Plans and Specifications.

- 1. The following will be submitted to the CLIENT:
 - i. 30% Milestone Three (3) half-size sets of the plans.
 - ii. 60% Milestone Three (3) half-size sets of the plans and three (3) copies of the special provisions, and EOPC.
- 2. The following will be submitted to each of the utilities known to have services within project limits:
 - i. 30% Milestone Two (2) half-size sets of the preliminary plans so that the utility companies may note locations of their existing facilities.
 - ii. 60% Milestone One (1) half-size set of the final plans.

SECTION III – POST DESIGN SERVICES

The COMPANY will provide the following post design services.

1. Attend one (1) project meeting with the CLIENT

TriView Metropolitan District
Jackson Creek Parkway
North of Leather Chaps Drive to Higby Road
June 5, 2018
Page 7 of 8

- 2. Attend two (2) meetings with the CLIENT and Contractor
- 3. It is assumed that the contractors will be submitting Requests for Information (RFI) for the project to address roadway and drainage questions, field changes, utility conflicts, etc. The COMPANY will review and provide responses to the RFIs. Plans will also be revised as necessary to reflect any changes. Revised plans will be provided for distribution. Response to eight (8) RFI's is included in the contract.
- 4. Visit the job site two (2) times to answer questions.

SECTION IV – SERVICES BY OTHERS

The following services will be provided by a subconsultant under contract with COMPANY

- 1. Geotechnical services;
- 2. Surveying services; and
- 3. Environment services

SECTION V - INFORMATION TO BE PROVIDED BY CLIENT

The following items are anticipated to be provided by the CLIENT:

- 1. Electronic cadd files of original roadway project.
- 2. Drainage Report.
- 3. Existing/proposed plans for various developments along Jackson Creek Parkway.

SECTION VI – NOT INCLUDED IN CONTRACT

The following services are not included in the contract. These services are available at an additional cost under a separate contract.

- 1. Right-of-way plats and/or legal descriptions.
- 2. Watermain and Sanitary Sewer plans.
- 3. Construction Staging plans and details
- 4. Landscaping plans (other than restoration).
- 5. Preparation of bid package / bid review.
- 6. Construction layout and/or construction observation.
- 7. Permit Fees (to be paid by the CLIENT)

These services are available at an additional cost under a separate contract.

TriView Metropolitan District
Jackson Creek Parkway
North of Leather Chaps Drive to Higby Road
June 5, 2018
Page 8 of 8

SECTION VII – PROFESSIONAL SERVICES FEE SUMMARY

The following is a summary of the fees to complete the work as described above.

| TASK | FEE |
|---|--------------|
| Data Collection & Review | \$3,960.00 |
| Geotechnical Services | \$25,000.00 |
| Survey | \$20,000.00 |
| Preliminary Design Studies | \$20,525.00 |
| Environmental Review, Coordination & Permitting | \$7,500.0* |
| Drainage Analysis & Design | \$32,980.00 |
| Contract Plans & Specifications | \$88,061.00 |
| Meetings and Project Coordination | \$12,022.00 |
| Post Design Services | \$9,055.00 |
| Direct Cost'Allowance (Mileage, Printing, Postage etc.) | \$1,200.00 |
| TOTAL | \$220,303.00 |

^{*}This fee is based upon limited environmental review as a result of avoiding impacts to drainage areas and environmentally sensitive habitat. Should extensive further study and analysis be required, additional fees will be necessary. Estimates for preparation of a full scope of studies and reports could range as high as \$70,000.

ROAD IMPROVEMENTS MAINTENANCE AGREEMENT

This Road Improvements Maintenance Agreement is made effective as of _______, 2018 (the "Effective Date"), by and between **Triview Metropolitan District**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Triview") and **Creekside Developers, Inc.**, a Colorado corporation ("Creekside").

RECITALS

- A. Triview is a Metropolitan District, as defined in C.R.S. § 32-1-103(10), duly organized and authorized to perform services within a defined area (the "Triview Service Area") pursuant to the provisions of its Service Plan dated October 1984, as may be amended from time to time (the "Triview Service Plan").
- B. Creekside desires to form a separate Metropolitan District, with a proposed name of Jackson Creek North Metropolitan District (the "New District"), to provide street improvement and safety protection services (as further defined below) to real property, legally described and depicted, respectively, in **Exhibit A** and **Exhibit B** attached hereto and incorporated herein, that is wholly contained within the Triview Service Area.
- C. Specifically, the proposed service plan for the New District states that it will provide partial funding for the future construction of Local Type I and Local Type II (Residential) roads, as defined within Section 5 of Triview's Design Criteria & Construction Specifications for Residential Development (2008), and associated grading, paving, curb and gutter, bridges, sidewalks, handicap ramps, and lighting fixtures, together with appurtenant traffic and safety controls and devices, within the boundaries of the New District (collectively, the "Local Roads"), excluding utilities located within the road right-of-way. Example future Local Road locations, which will likely differ from the actual locations, are depicted in **Exhibit** C attached hereto and incorporated herein for reference purposes.
- D. Because the New District will be wholly within the Triview Service Area and because it is intended that the New District will provide services that Triview is also authorized to provide per the Triview Service Plan, the provisions of C.R.S. § 32-1-107(3)(b)(IV) require Triview to consent to the formation of the New District, and Triview provided such consent at the regular meeting of its Board of Directors held on November 14, 2017.
- E. Triview will derive substantial ad valorem real property taxes and other revenues from residences constructed within the boundaries of the New District, and will bear none of the costs of constructing the Local Roads.
- F. The Triview Service Area is wholly contained within the boundaries of the Town of Monument, a Colorado municipal corporation (the "Town"), and Triview and the Town previously entered into that certain Intergovernmental Agreement dated September 22, 1987 and recorded within the real property records of El Paso County, Colorado in Book 5428 at Page 1327 (the "IGA").

- G. Section 6.1 of the IGA provides that all public streets constructed within Triview's boundaries shall be dedicated to the Town for public use upon completion, but that Triview shall have the continuing responsibility to provide ongoing maintenance unless and until such time as said maintenance responsibility has been transferred to the Town by agreement (which transfer has not taken place as of the Effective Date), and, accordingly, the proposed service plan for the New District states that it will provide partial funding for constructing the Local Roads, but will not provide funding or otherwise be responsible for the maintenance of the Local Roads upon completion.
- H. Because the New District, as a third party, will have no direct right to enforce the provisions of the IGA that require Triview to maintain public streets within its boundaries, Creekside desires to obtain Triview's acknowledgement and agreement that it will be responsible for the ongoing maintenance of the Local Roads upon completion, and Triview is willing to acknowledge and agree to that responsibility under the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Triview and Creekside agree as follows:

- 1. Responsibility for Maintenance of Local Roads. Triview acknowledges and agrees that, notwithstanding the future formation of the New District for purposes of partially funding the construction of Local Roads within its boundaries, Triview shall, consistent with the provisions of Section 6.1 of the IGA, be responsible for providing ongoing maintenance of the Local Roads unless and until maintenance responsibility is transferred to the Town by agreement between Triview and the Town.
- 2. Attachment of Maintenance Responsibility. Creekside acknowledges and agrees that Triview's responsibility to provide ongoing maintenance of the Local Roads shall apply only to those portions (i) that have, in all material respects, been constructed in compliance with the design specifications and criteria published by each of the Town and Triview (adhering to the more stringent in the case of conflict) in effect at the time of completion of the subject portion; and (ii) for which the warranty period provided for in Section 2.1(22) of the IGA, as may be amended from time to time, has expired.
- 3. <u>No Overlapping Funding</u>. Creekside acknowledges and agrees that Triview's responsibility to provide ongoing maintenance of the Local Roads shall not exist at any time that the service plan of the New District, as may be amended from time to time, expressly authorizes the New District to utilize any ad valorem tax or other revenue for providing ongoing maintenance of the Local Roads upon completion.
- 4. <u>Enforceability</u>. Upon the future formation of the New District, as evidenced by the issuance of Findings and Decree by the El Paso County District Court, this Agreement shall be enforceable against Triview by the New District.

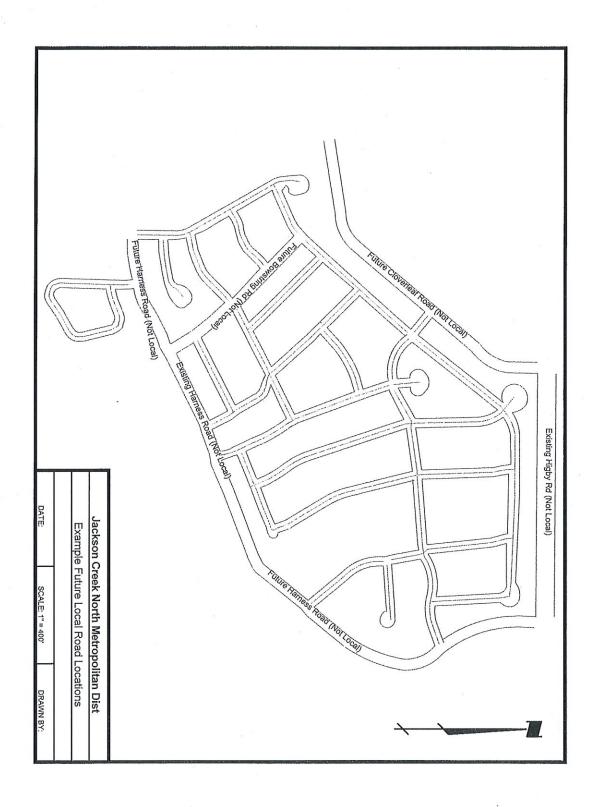
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts which, when taken together, shall constitute a single agreement.
- 6. <u>Governing Law</u>. This Agreement shall be governed by and interpreted according to the laws of the State of Colorado.
- 7. <u>Severability</u>. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, but this Agreement will be reformed, construed and enforced as if such invalid or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first stated above.

| Creekside Developers, Inc., a Colorado corporation |
|---|
| Ву: |
| Its: |
| Triview Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado |
| Ву: |
| Ite |

(Legal Description of New District Boundary)

(Depiction of New District Boundary)



953 E. Fillmore Street Colorado Springs, CO 80907 719-636-5179

EXHIBIT A

A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23; THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 67 WEST OF THE 6th P.M., IN THE TOWN OF MONUMENT, EL PASO COUNTY, COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF HOMESTEAD NORTH AT JACKSON CREEK FILING NO. 1 AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 202078002 OF THE EL PASO COUNTY RECORDS, SAID POINT BEARING N00°17'16'W A DISTANCE OF 449.33 FEET FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25;

THENCE N00°17'16'W ON THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25 A DISTANCE OF 889.47 FEET TO THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 24:

THENCE N00°17'16"W ON THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER A DISTANCE OF 2607.30 FEET TO A POINT THAT IS 30.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID WEST HALF OF THE SOUTHEAST QUARTER;

THENCE N89°33'48"W ON A LINE THAT IS 30.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24 A DISTANCE OF 1435.91 FEET TO THE PONT OF BEGINNING OF THE TRACT DESCRIBED HEREIN:

THENCE S00°26'12"W A DISTANCE OF 74.00 FEET;

THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 32°57'44", AN ARC LENGTH OF 287.65 FEET;

THENCE S32°31'32"E A DISTANCE OF 176.68 FEET:

THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 59°17'32", AN ARC LENGTH OF 362.20 FEET;

THENCE S26°46'00"W A DISTANCE OF 169.92 FEET;

THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 13°30'38", AN ARC LENGTH OF 106.11 FEET;

THENCE S40°16'38"W A DISTANCE OF 481.68 FEET;

THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 675.54 FEET, THROUGH A CENTRAL ANGLE OF 17°02'14", AN ARC

LENGTH OF 200.87 FEET TO THE CENTERLINE OF HARNESS ROAD AT THE POINT OF INTERSECTION WITH THE EAST BOUNDARY OF REMINGTON HILL AT JACKSON CREEK FILING NO. 1 AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NO. 205168574 OF SAID EL PASO COUNTY RECORDS:

THE FOLLOWING SEVEN (7) COURSES ARE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID SUBDIVISION:

- 1) THENCE N32°41'08"W A DISTANCE OF 45.00 FEET;
- 2) THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 630.54 FEET, THROUGH A CENTRAL ANGLE OF 13°03'07", AN ARC LENGTH OF 143.64 FEET, THE LONG CHORD OF WHICH BEARS S63°50'25"W A DISTANCE OF 143.33 FEET:
- 3) THENCE S70°21'59"W A DISTANCE OF 613.31 FEET;
- 4) THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 745.00 FEET, THROUGH A CENTRAL ANGLE OF 6°52'35", AN ARC LENGTH OF 89.41 FEET;
- 5) THENCE S63°29'24"W A DISTANCE OF 337.20 FEET;
- 6) THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1170.00 FEET, THROUGH A CENTRAL ANGLE OF 15°04'57", AN ARC LENGTH OF 307.99 FEET, THE LONG CHORD OF WHICH BEARS \$21°10'07"E A DISTANCE OF 307.10 FEET;
- 7) THENCE \$13°37'38"E A DISTANCE OF 384.24 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF LEATHERCHAPS DRIVE AS DESCRIBED AT RECEPTION NO. 203270646 OF SAID EL PASO COUNTY RECORDS; THE FOLLOWING THREE (3) COURSES ARE ALONG SAID NORTHERLY RIGHT OF WAY:
- 1) THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 765.00 FEET, THROUGH A CENTRAL ANGLE OF 13°22'42", AN ARC LENGTH OF 178.62 FEET, THE LONG CHORD OF WHICH BEARS S67°25'44"W A DISTANCE OF 178.22 FEET;
- 2) THENCE S60°44'23"W A DISTANCE OF 125.48 FEET;
- 3) THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 765.00 FEET, THROUGH A CENTRAL ANGLE OF 21°39'36", AN ARC LENGTH OF 289.20 FEET TO THE NORTHEAST CORNER OF VISTAS AT JACKSON CREEK FILING NO. 2 AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NUMBER 214713490 OF SAID EL PASO COUNTY RECORDS:

THE FOLLOWING THREE (3) COURSES ARE ALONG THE NORTHEASTERLY BOUNDARY OF SAID SUBDIVISION;

- 1) THENCE N59°06'53"W A DISTANCE OF 273.25 FEET;
- 2) THENCE N01°34'28"E A DISTANCE OF 66.46 FEET;
- 3) THENCE N88°13'21"W A DISTANCE OF 19.65 FEET TO THE SOUTHEAST CORNER OF JACKSON CREEK SELF STORAGE FILING NO. 1 AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NUMBER 216713728 OF SAID EL PASO COUNTY RECORDS;

THE FOLLOWING SEVEN (7) COURSES ARE ALONG THE EASTERLY AND NORTHERLY BOUNDARY OF SAID SUBDIVISION;

- 1) THENCE N37°47'13"E A DISTANCE OF 52.09 FEET;
- 2) THENCE S88°13'21"E A DISTANCE OF 34.89 FEET;

- 3) THENCE N01°46'39"E A DISTANCE OF 452.66 FEET:
- 4) THENCE N88°13'21"W A DISTANCE OF 368.06 FEET;
- 5) THENCE N67°36'52"W A DISTANCE OF 169.24 FEET;
- 6) THENCE N04°38'21"W A DISTANCE OF 25.37 FEET;
- 7) THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 07°01'26", AN ARC LENGTH OF 45.36 FEET, THE LONG CHORD OF WHICH BEARS N86°31'43"W A DISTANCE OF 45.33 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF HARNESS ROAD AS PLATTED BY SAID JACKSON CREEK SELF STORAGE FILING

THENCE N00°02'26"W ON THE EASTERLY RIGHT OF WAY OF HARNESS ROAD A DISTANCE OF 60.00 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF JACKSON CREEK ASSISTED LIVING FILING NO. 1 AS SHOWN ON THE SUBDIVISION PLAT THEREOF RECORDED AT RECEPTION NUMBER 217713956 OF SAID EL PASO COUNTY RECORDS:

THE FOLLOWING SIX (6) COURSES ARE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID SUBDIVISION:

- 1) THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 430.00 FEET, THROUGH A CENTRAL ANGLE OF 19°17'11" AN ARC LENGTH OF 144.74 FEET, THE LONG CHORD OF WHICH BEARS S80°23'48"E DISTANCE OF 144.06 FEET TO A POINT OF REVERSE CURVATURE;
- 2) THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 970.00 FEET, THROUGH A CENTRAL ANGLE OF 08°45'12", AN ARC DISTANCE OF 148.19 FEET, THE LONG CHORD OF WHICH BEARS \$75°07'49"E A DISTANCE OF 148.05 FEET;
- 3) THENCE N00°40'25"E A DISTANCE OF 178.04 FEET;
- 4) THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 135.00 FEET, THROUGH A CENTRAL ANGLE OF 31°02'27", AN ARC DISTANCE OF 73.14 FEET:
- 5) THENCE N30°22'02"W A DISTANCE OF 453.05 FEET:
- 6) THENCE NORTHWESTERLY ON THE EASTERLY BOUNDARY OF SAID SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 24°29'55", AN ARC DISTANCE OF 145.38 FEET: THENCE N05°52'07"W A DISTANCE OF 267.36 FEET:

THENCE S84°07'53"W A DISTANCE OF 351.68 FEET:

THENCE SOUTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 370.00 FEET, THROUGH A CENTRAL ANGLE OF 45°13'52", AN ARC DISTANCE OF 292.09 FEET:

THENCE S38°54'02"W A DISTANCE OF 23.27 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF JACKSON CREEK PARKWAY AS DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 203270646 OF SAID EL PASO COUNTY RECORDS:

THENCE NORTHWESTERLY ON THE EASTERLY RIGHT OF WAY JACKSON CREEK PARKWAY ON THE ARC OF A CURVE TO THE LEFT, NON TANGENT TO THE PRECEDING COURSE, HAVING A RADIUS OF 1260.00 FEET, THROUGH A CENTRAL ANGLE OF 01°21'52", AN ARC DISTANCE OF 30.00 FEET, THE LONG CHORD OF WHICH BEARS N50°25'03"W A DISTANCE OF 30.00 FEET: THENCE N38°54'02"E A DISTANCE OF 22.91 FEET;

THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 45°13'52", AN ARC DISTANCE OF 315.77 FEET;

THENCE N84°07'53"E A DISTANCE OF 667.73 FEET:

THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 41°38'49", AN ARC DISTANCE OF 290.75 FEET:

THENCE N42°29'04"E A DISTANCE OF 804.78 FEET:

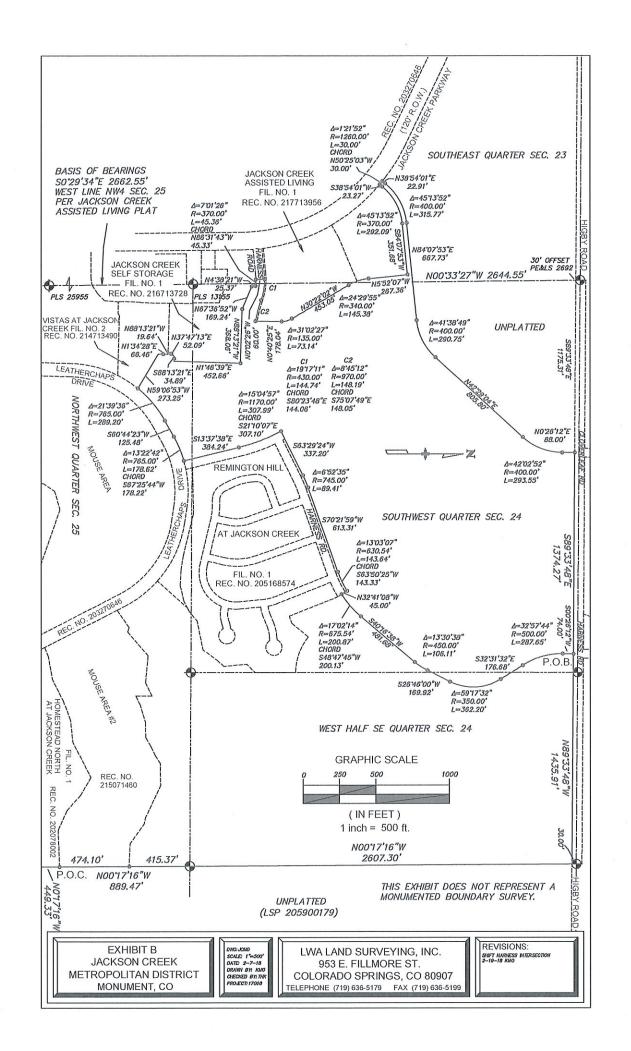
THENCE NORTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 42°02'52", AN ARC DISTANCE OF 293.55 FEET;

THENCE N00°26'12"E A DISTANCE OF 88.00 FEET TO A POINT THAT IS 30.00 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24:

THENCE S89°33'48"E ON A LINE THAT IS 30.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE SOUTHWEST QUARTER A DISTANCE OF 1374.27 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED TRACT CONTAINS 99.59 ACRES, MORE OR LESS.





WATER SHARES PURCHASE AND SALE AGREEMENT

| This Water Shares Purchase and Sale Agreement ("Agreement") entered into this day of, 2018, by and between Comanche Resources , LLC ("CR"), Colorado limited liability company, whose address is C/O Smith & Callaghan, P O Bo 25068, Colorado Springs, Colorado 80936, and Triview Metropolitan District , a quas municipal corporation and political subdivision of the State of Colorado ("Triview" whose address is 16055 Old Forest Point, Ste. 300, Monument, Colorado 80132. Chand Triview are sometimes referred to herein individually and/or collectively as the "Party" or the "Parties." |
|---|
| RECITALS |
| WHEREAS, CR is the owner of certain water rights, including shares of stock i the Fountain Mutual Irrigation Company, a Colorado mutual ditch company ("FMIC" and |
| WHEREAS, Triview has previously taken assignment of a contract to purchas an additional 15 shares of FMIC from CR in an agreement dated January 11, 2018 ("1 Share Agreement"). Nothing in this agreement modifies or changes any provision of the 15 Share Agreement. |
| WHEREAS, CR is the applicant in 16CW3010, an application to remove up t 166 FMIC shares from the CR augmentation decreed in Nos. 99CW146, 00CW152 and/or 02CW112 (collectively the "Comanche Aug Plan Cases"); and |
| WHEREAS, Triview filed a statement of opposition in Case No. 16CW3010 an its participation in that case is limited by the provisions of paragraph 7 below; and |
| WHEREAS, CR now desires to establish the terms and conditions upon whic CR will sell and Triview will buy 131 shares of FMIC; |
| NOW THEREFORE, in consideration of the covenants and mutual agreement herein contained, and of other good and valuable consideration, the receipt an sufficiency of which is hereby acknowledged, the Parties hereto agree as follows: |
| COVENANTS AND AGREEMENTS |
| 1. <u>Purchase Price</u> . CR agrees to sell to Triview, and Triview agrees to purchase from CR, up to One Hundred Thirty-One (131) FMIC water shares and FMIC' proportional water rights represented the shares (the "FMIC Water Shares"), for the price of \$1,703,000.00 (\$13,000.00 per share), subject to the terms and condition herein, said purchase price payable at closing in certified funds. |
| 2. <u>Contingencies/Obligations in Case No.16CW3010.</u> This Agreement is expressly contingent upon each of the following: |
| Triview Comanche Resources |

- A. Triview receiving approval from the FMIC Board of Directors for the transfer of stock to Triview within 60 days of completion of the amendment and modification of the Comanche Aug Plan Cases, as currently pending in Division 2 Case No. 16CW3010, as necessary to make the FMIC Water Shares available for Triview's use, as discussed in greater detail below;
- B. CR receiving a final unappealable decree of the Division 2 Water Court, with terms and conditions reasonably acceptable to Triview for the removal of the maximum 131 FMIC Water Shares from the decreed plan for augmentation in Case Nos. 99CW146, 00CW152, and/or 02CW112, as currently pending in Division 2 Case No. 16CW3010. The parties agree that any term and condition that results in a reduction of the decreed historical consumptive use yield of the FMIC Water Shares to less than 0.7 acre foot per share is not reasonably acceptable.
- C. Each party to this agreement shall pay its own court costs, attorney fees, and engineering fees associated with the application to amend the Comanche Aug Plan Cases in Case No. 16CW3010, discussed in Paragraph 2.B. Triview shall pay all costs of transferring the FMIC Water Shares into Triview's name following the closing. All decisions concerning the prosecution of Case No. 16CW3010 shall be made by CR at its sole discretion. This includes a decision to seek the removal of less FMIC shares from the Comanche Aug Plan cases then is currently being requested. If less than 131 FMIC shares are removed from the Comanche Aug Plan Cases either due to CR's decision, CR's stipulation with opposers in 16CW3010 or a decision of the water court, then the purchase price shall be adjusted pursuant to paragraph 4, below. CR shall not be obligated to pursue 16CW3010 to trial and shall have the discretion at any time to withdraw the application. In the event the application filed in 16CW3010 is withdrawn or otherwise dismissed or finally resolved without approving the removal of shares from the Comanche Aug Plan Cases, then this Agreement shall terminate.
- Closing. Closing shall occur at a time of mutual agreement of the parties, as soon as practicable upon completion of the amendment in Case No. 16CW3010 and Triview receiving approval from the FMIC Board of Directors for the transfer of the FMIC Water Shares to Triview as specified in paragraphs 2.A. and 2.B above. At closing CR shall turn over certificate(s) representing up to One Hundred Thirty-One (131) FMIC Water Shares as removed from the Comanche Aug Plan cases to Triview for transfer, including all required transfer forms, and evidence that all assessments have been paid in full to date of closing. Further, at closing Triview shall deliver in good funds to CR the amount of \$1,678,000.00, representing the Purchase Price less any reduction in the Purchase Price and/or Escrowed Earnest Money as discussed in Paragraphs 4 and 5, respectively, below. If the Parties are unable to obtain approval from the FMIC Board within said 60 days after completion of Case No. 16CW3010, or should Case No. 16CW3010 not result in a final and unappealable decree prior to June 1, 2021, this contract shall, at the option of Triview, become null and void. The Parties shall cooperatively make their best efforts to obtain said approval of transfer of shares.

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| Triview | Comanche Resources |
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- 4. Adjustment of Purchase Price. The parties acknowledge the potential that the total amount of FMIC Shares which Comanche seeks to remove from the Comanche Aug Plan Cases in pending Case No. 16CW3010 may be reduced based on terms and conditions which may be part of the resolution of Case No. 16CW3010. The Parties therefore agree that the total number of FMIC Shares available for transfer to Triview at closing under this Agreement may be less than the 131 FMIC Shares described herein. Should less than 166 shares be removed from the Comanche' Aug Plan Cases in Case No. 16CW3010, the amount of shares transferred to Triview at closing shall be correspondingly be reduced, and the Purchase Price likewise reduced by \$13,000.00 per share not transferred.
- 5. <u>Escrow Funds/Earnest Money</u>. At the time of mutual execution of this Agreement, Triview shall deposit with the law firm of Monson, Cummins & Shohet, LLC ("Escrow Agent") the sum of \$25,000.00 in "Earnest Money", which shall be held in Escrow Agent's COLTAF/Trust account.
- A. If Case No. 16CW3010 is finally resolved without the removal of shares from the Comanche Aug Plan Cases, or should Triview exercise its option to cancel this contract pursuant to paragraph 3. above, or should the FMIC Board fail to approve the transfer of said shares within 60 days of the completion of Case No. 16CW3010, as provided in Paragraph 2.A., above, the escrowed Earnest Money shall be returned to Triview within ten days after the event identified above and this contract shall terminate.
- B. Otherwise, subject to the remedies provided in Paragraph 6, below, at closing the Earnest Money shall be paid to CR and credited to Triview as part of the Purchase Price, as may be reduced by the terms of Paragraph 4. above.
- 6. <u>Remedies.</u> Time is of the essence. If any check received as Earnest Money is not paid, honored, or tendered when due, or if any of the obligations hereunder are not performed or waived, there shall be the following remedies:
- A. If Triview is in default, CR may elect to treat this Agreement as cancelled, in which case all earnest money shall be forfeited by Triview and paid to and retained by CR, or CR may elect to treat this Agreement as being in full force and effect and CR shall have the right to specific performance or damages, or both.
- B. If CR is in default, Triview may elect to treat this Agreement as cancelled, in which case all Earnest Money received hereunder shall be returned to Triview, or Triview may elect to treat this Agreement as being in full force and effect and Triview shall have the right to specific performance, or damages, or both.
- 7. Triview Participation in 16CW3010. Triview shall not make any argument nor advance any position that would result in CR obtaining Water Court permission to remove less than 131 shares from the Comanche Aug Plan Cases without the consent of CR. In addition, Triview shall not make any argument nor advance a position that

| Triview | Comanche Resources |
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| | |

causes the water court to include a term and condition that results in a reduction of the decreed historical consumptive use yield of the FMIC Water Shares to less than 0.7 acre foot per share. Furthermore, Triview shall not make any argument nor advance any position that would result in inclusion of a term and condition in 16CW3010 that would fail to satisfy the contingency set forth in paragraph 2 B above.

- 8. <u>Triview Use of FMIC Water Shares</u>. Triview agrees that it shall not use the FMIC Water Shares in any plan for augmentation that replaces depletions within the Service Area of the Comanche Aug Plan Cases, without the prior consent of CR.
- 9. <u>No Agency or Partnership</u>. The parties hereto do not intend this agreement to be an agency or partnership agreement. Neither party shall hold itself out to third parties as an agent of the other and neither party shall be responsible for costs, attorney fees or other liabilities incurred by the other. By this agreement, Triview does not intend to waive its sovereign immunity or its protection against an award of costs provided by statute and court rule.
- 10. <u>Notices</u>. All notices provided for herein shall be in writing and shall be deemed given to a party when such written notice is actually delivered by personal deliver, certified mail or commercial mail. All notices to parties shall be provided at the addresses set forth in this Agreement or as said addresses are changed by written notice.
- 11. <u>Assignment</u>. Triview may assign this Agreement, or parts hereof or its duties hereunder, without the express written consent of CR. In the event of a full or partial assignment of this Agreement to any third Party, the assignee shall fully assume and perform all of the assignor's obligations under this Agreement, but Triview shall not be released from any obligation so assigned unless otherwise agreed to by CR. Subject to the above restrictions, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 12. <u>Authorization</u>. Each Party represents to the other that it has taken all action necessary to enable it to enter into this Agreement, and that the persons whose signatures appear below are authorized to execute this Agreement and bind their respective Parties to the terms hereof.
- 13. <u>Amendments</u>. This Agreement may be amended only by a written instrument executed by both Parties.
- 14. <u>Third Party Beneficiaries</u>. Except as expressly provided in this Agreement, this Agreement is not intended to give any rights to third parties, and no such third party who is not a party to this Agreement shall be entitled to enforce any provision hereof or claim any damages arising from a breach hereof.

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| Triview | Comanche Resources |
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- 15. <u>Governing Law.</u> This Agreement and the provisions hereof shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for judicial resolution of any dispute hereunder shall be proper in the District Court for El Paso County, Colorado.
- 16. <u>Severability</u>. If any provision of this Agreement or the application thereof to any party or circumstance is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. However, in the event that the severance of an invalid or unenforceable provision materially impairs the consideration expected by a Party, then such Party may terminate the Agreement.
- 17. <u>Counterparts/Signatures</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Signatures transmitted electronically or by facsimile shall be treated as original signatures for all purposes.
- 18. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties hereto relating to the matters set forth herein, and sets forth all of the rights, duties and obligations of each Party. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

By: Gary Smith Title: Manager TRIVIEW METROPOLITAN DISTRICT By: James McGrady

COMANCHE RESOURCES, LLC

Title: District Manager

| Triview | Comanche Resources |
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| | |



TRIVIEW METROPOLITAN DISTRICT 16055 Old Forest Point Suite 300 P.O. Box 849 Monument, CO 80132 (719) 488-6868 Fax: (719) 488-6565

DISBURSEMENTS APPROVED AND OR RATIFED OVER \$5,000 June 12, 2018

1. Schmidt Construction Company

\$1,289,628.35

Capital Projects – Park Improvements Street Improvements

2018 Budget

\$1,600,000.00

2018 Spent YTD

\$91,295.60

Current Disbursement \$(1,289,628.35) 2018 Remaining Budget \$219,076.05

2. Velocity Plant Services

\$24,129.00

Enterprise Fund – Water/System Storage Tank Maintenance/Emergency Repair

2018 Budget

\$80,000.00

2018 Spent YTD

\$ 0

Current Disbursement 2018 Remaining Budget

\$(24,129.00) \$ 55,871.00

3. Timber Line Electric & Control

\$14,484.80

Capital Projects – Wells- Plant Improvements A-Plant

2018 Budget

\$50,000.00

2018 Spent YTD

\$23,850.00

Current Disbursement

\$(14,484.80)

2018 Remaining Budget \$9,365.20

| 4 | Front Range Winwater Works CO. | | \$7,612.12 |
|------|---|-----------------------|--------------|
| -T H | Enterprise Fund – Water/System | | 4.7.5 |
| | | | |
| | Storage Tank Maintenance/Emergency Repair | | |
| | | 0010 B | +00 000 00 |
| | a . | 2018 Budget | \$80,000.00 |
| | | 2018 Spent YTD | \$24,129.00 |
| | | Current Disbursement | \$(7,612.12) |
| | | 2018 Remaining Budget | \$48,258.88 |
| | | | 1 |
| | | | |
| | | | |
| _ | LID Correct | | ¢6 676 99 |
| 5. | HRGreen | | \$6,626.88 |
| | General | | |
| | Professional Services – Pavement Management | | |
| | | | 2 2 = 0.3 |
| | | 2018 Budget | \$25,000.00 |
| | | 2018 Spent YTD | \$0 |
| | | Current Disbursement | \$(6,626.88) |
| | , | 2018 Remaining Budget | \$18,373.12 |
| | | 2010 Remaining Budget | φ10/3/3/112 |
| | | | |
| | * | | |
| _ | Classical Websites | | ¢E 670 76 |
| 6. | Shamrock Water Services | | \$5,672.76 |
| | Enterprise Fund – Water/System | | |
| | Repair & Maintenance | | |
| | | | |
| | | | |
| | , | 2018 Budget | \$ 94,000.00 |
| | | 2018 Spent YTD | \$ 25,414.00 |
| | , | Current Disbursement | \$(5,672.76) |
| | | 2018 Remaining Budget | \$ 62,913.24 |
| | | 2010 Remaining Badget | 7 0-/010 |
| | | | |
| | | | |
| - | American Compounding & Billing Colutions | | ¢E 000 25 |
| 1. | American Conservation & Billing Solutions | | \$5,099.25 |
| | Enterprise Fund – Professional Services | | |
| | | | |
| | | | |
| | | 2018 Budget | \$60,000.00 |
| | | 2018 Spent YTD | \$7,218.00 |
| | | Current Disbursement | \$(5,099.25) |
| | v e | 2018 Remaining Budget | \$47,682.75 |
| | | Lord Remaining Dadget | т / ССД |

| This Certifiate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contract ractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract. | This Certifiate is not negotiable. The AMOUNT CERTIFIED is payable tractor named herein. Issuance, payment and acceptance of paymen prejudice to any rights of the Owner of Contractor under this Contract. | | | |
|--|--|-------------------------------|---|---|
| | | | | HANGES by Change Ord |
| Date: | By: | \$0.00 | 00.00 | -S |
| | ARCHITECT: | | | us months by Owner |
| | | DEDUCTIONS \$0.00 | RY ADDITIONS | Hanges approved in |
| (Attach explaiation if amount certified differs from the amount applied for, Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.) | (Attach explaiation if amount certified all figures on this Application and on conform to the amount certified.) | | 1.UDING \$368 | LANCE TO FINISH, I e 3 less Line 6) |
| | AMOUNT CERTIFIED | \$1,198,332.75 | JUE | RRENT PAYMENT DUE. |
| ork h | Architect's knowledge, information and belief the Work his necessaries with the Contract Do quality of the Work is in accordance with the Contract Do is entitled to payment of the AMOUNT CERTIFIED. | \$91,295.60 | SS PREVIOUS CERTIFICATES FOR PAYMENT e 6 from prior Certificate) | SS PREVIOUS CERTIFICAT e 6 from prior Certificate) |
| ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprison this application the Architect certifies to the Owner that to the best of the | ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site obsent comprisons this application the Architect certifies to the Comparchal I | \$1,289,628.35 | TAL EARNED LESS RETAINAGE e 4 less Line 5 Total) | TAL EARNED LESS e 4 less Line 5 Total) |
| | | \$0.00 | 1+5b or 3703) | al Retainage (Line 5a + 5b or otal in Column 1 of G703) |
| WHITWHOY I MY CO | My Commission expires: U 50 | | 703) rial \$0.00 | % of Stored Material Column F on G703) |
| JESSI WINTER WHITTINGTON NOTARY PUBLIC STATE OF COLORADO | me this 18 V day of May 1900 is | • | rk \$1,289,628.35 | TAINAGE 36 of Completed Work |
| | State of 1900 100 | \$1,289,628.35 | TAL COMPLETED & STORED TO DATE | TAL COMPLETED & lumn G on G703) |
| Date: 5 18 2018 | By: Other Designation | \$1,657,638.95 | ATE (Line 1 + 2) | NTRACT SUM TO DATE (Line 1 + 2) |
| | CONTRACTOB | \$0.00 | Orders | :change by Change Orders |
| ments received from the Owner, and that curreent payment shown herein is now due. | ments received from the Owner, and | \$1.657,638.85 | IGINAL CONTRACT SUM | IGINAL CONTRACT |
| The undersign Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contract to Co | The undersign Contractor certifies that to the best of the mation and belief the Work covered by this Application is in accordance with the Contract Documents, that all amorphisms for David which provious Contractor for Work which provious Contractor for Payor | AYMENT ion with the Contract, | ITRACTOR'S APPLICATION FOR PAYMENT alion is made for payment, as shown below, in connection with the Contract unation Sheet, AIA Document G703, is attached | ITRACTOR'S, ation is made for paynuation Sheet, AIA Do |
| J | | 0 Roads | Colorado Springs, CO 80910 Triview Metro District- 2018 Roads | RACT FOR: |
| 3/30/2018 | VIA ARCHITECT | | Schmidt Construction 2635 Delta Drive | CONTRACTOR |
| 5/25/2 5/18/2 | | e 300 | 16055 Old Forest Point Suite 300 Monument, CO 80132 Attn: Jim McGrady | |
| AIA DOCUMENT G702 (Instructions on reverse side) APPLICATION NO: DOZ.Distribution to: | PROJECT NO: 30487 | CATE FOR PA | PLICATION AND CERTIFICATE FOR PAYMENT | PLICATIO |
| からのエ | | | | |

COUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA - C1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK UE, N.W., WASHINGTON D.C. 20006-5292 - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violater to legal prosecution

ION: You should use an original AIA document which has the edition printed in red. An original assures that changes will not be obscured as may occur.

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

5/18/2018 5/25/2018

Architect's Project No.

002

PAGE 2 OF 2 PAGES

AIA DOCUMENT G703

Application Number: Application Date: Period To:

Contractor's Signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column 1 on Contracts where variable retainage for line items may apply.

Triviow Metro District- 2018 Roads Schmidt Construction Company

| A | 8 | ပ | ٥ | Ш | L | 9 | | I | |
|----------|---------------------------------------|--------------|---------------------------------------|--------------|---------------------------------------|--|-------|----------------------------|----------------|
| | | | Work Completed | mpleted | | | | | |
| Item No. | Item No. Description of Work | Scheduled | From Previous Application (D+E) | This Period | Materials Presently Stored (Not | Total Completed and Stored To Date | (G/C) | Balance To Finish (C-G) | Retainage (0%) |
| | | | | | in D or E) | (D+E+F) | | | |
| | BASE BID | | | | | | | | |
| 2 8 | 5" FULL DEPTH R&R CRACK REPAIR | 87,645,60 | 87,645.60 | 0.00 | 0.00 | 87,645.60 | 100% | 00'0 | NIA |
| 22 | EDGE MILL (ON-SILE MAUL) | 148,377,00 | 00.0 | 147,108.00 | 0.00 | 147,108.00 | 966 | 1,269.00 | NIA |
| 03 | FULL MILL (ON-SITE HAUL) | 163,401.60 | 00.00 | 93,926.40 | 0.00 | 93,926.40 | 22% | 69,475,20 | N/A |
| 2 | 1" LEVELING & GLASSGRID | 59,332,50 | 00.0 | 59,332,50 | 0.00 | 59,332,50 | 100% | 00.0 | NA |
| 02 | 1.5" HMA OVERLAY | 44,413.20 | 00.00 | 44,413.20 | 0.00 | 44,413.20 | 100% | 00.0 | N/A |
| 90 | 2.0" HMA OVERLAY | 631,670.00 | 00.00 | 410,330.00 | 00.00 | 410,330.00 | 65% | 221,340.00 | NA |
| 20 | 2" FIBER HMA OVERLAY | 364,101.50 | 00'0 | 364,101.50 | 0.00 | 364,101,50 | 100% | 00.0 | NA |
| 90 | PAVEMENT MARKING | 57,500.00 | 00.00 | 00.00 | 0.00 | 00.00 | %0 | 57,500.00 | NIA |
| 60 | TRAFFIC CONTROL | 38,610.00 | 3,650.00 | 28,035.00 | 00.0 | 31,685.00 | 82% | 6,925.00 | NIA |
| 10 | CRACK FILL STREETS | 8,097.10 | 00.00 | 8,097,10 | 00'0 | 8,097.10 | 100% | 00.0 | N/A |
| 1 | CRACK FILL ASPHALT TO CONCRETE JOINTS | 19,284,80 | 00.00 | 19,284.80 | 00'0 | 19,284,80 | 100% | 00'0 | NA |
| 12 | MASTIC CRACK FILL | 4,230.40 | 00'0 | 4,230,40 | 0.00 | 4,230.40 | 100% | 00'0 | N/A |
| 13 | SEAL COAT | 30,975,25 | 00:00 | 30,975.25 | 0.00 | 30,975.25 | 100% | 00.0 | N/A |
| | | | | | | | | | |
| | Totals (Base Bid) | 1,657,638.95 | 91,295.60 | 1,209,834,15 | 0.00 | 1,301,129,75 | 78% | 356,509,20 | NA |
| | ADDITIONAL WORK | | | | | | | | |
| 10 | ADD - 5" FULL DEPTH R&R CRACK REPAIR | 11,501.40 | | 00'0 | 00'0 | 0.00 | %0 | 11,501.40 | N/A |
| 05 | ADD - EDGE MILL (ON-SITE MAUL) | 4,071,00 | | 4,071.00 | 0.00 | 4,071.00 | 100% | 00.0 | N/A |
| 90 | ADD - 2.0" HMA OVERLAY | 13,570.00 | | 13.570.00 | 0.00 | 13,570.00 | 100% | 00.0 | NIA |
| 8 | ADD - TRAFFIC CONTROL | 1,200.00 | | 1,200.00 | 0.00 | 1,200.00 | 100% | 00'0 | NIA |
| 10 | DEDUCT - CRACK FILL STREETS | (205.70) | | (205,70) | 0.00 | (205.70) | 100% | 00.0 | N/A |
| 12 | DEDUCT - MASTIC CRACK FILL | (4,230,40) | | (4,230,40) | 00'0 | (4,230.40) | 100% | 00.0 | N/A |
| 13 | DEDUCT - SEAL COAT | (30,975,25) | | (30,975.25) | 00'0 | (30,975.25) | 100% | 00.0 | NIA |
| T&M | 9" FULL DEPTH R&R REPAIR | 5,068.95 | | 5,068,95 | 00.0 | 5,068.95 | 100% | 00.0 | NA |
| - | | | | | | | | | |
| | Totals (Additional Work) | 0.00 | 0.00 | (11,501,40) | 0.00 | (11,501.40) | | 11,501.40 | NIA |
| | | | | | | | | | |
| | Grand Totals | 1,657,638.95 | 91,295.60 | 1,198,332,75 | 0.00 | 1,289,628,35 | 78% | 368,010.80 | NA |
| | | | | | | | | | |



1330 South Cherokee Street Denver CO 80223 (303) 984-7800

Billed To: Trview Metropolitan District 16055 Old Forest Point #300 Monument CO 80132

Contract Invoice

Invoice#: 222018-01

Date: 06/04/2018

Project: Triview Emergency Valve Repair Jackson Creek & Lyons Tail Monument CO 80132

Due Date: 07/04/2018

Terms: 30DY

Order#

Description

Amount

Completion Billing

24,129.00

Notes:

Work performed:

Replace 12" MJ Gate Valve Cluster in the Road.

Original Price: 33,629.00

Deduct for Owner supplied valves and accessories: -9,000.00 Deduct for Owner supplied traffic cones and barrels: -500.00

Final Billing amount: 24,129.00

A service charge of 18.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

| Non-Taxable Amount: | 24,129.00 0.00 0.00 |
|---------------------|---------------------------|
| Taxable Amount: | 0.00 |
| Sales Tax: | 0.00 |
| | |
| Amount Due | 24,129.00 |
| , in our Eur | , |



Timber Line Electric & Control 17591 Highway 8 PO Box 793 Morrison CO 80465

Invoice

Invoice#: 19890

Date: 05/22/2018

Phone: 303.697.0440 Fax: 303.697.0450 www.tlecc.net

Billed To:

Triview Metropolitan District

16055 Old Forest Point Monument CO 80132

Project: Tri View SCADA Project

5073

Due Date: 06/21/2018

Terms: 30DY

Order#Shawn Sexton

Description

Amount

Treatment Plant A and Well - labor

14,484.80

Notes:

This invoice is for labor at Plant A and Well through 05/20/18. Thank you!

A service charge of 18.00% per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

Non-Taxable Amount: Taxable Amount:

14,484.80 0.00

Sales Tax:

0.00

Amount Due

14,484.80

| lob Name | TriView Metro SCADA Project | The state of the s | No. 5073 | | | | Application no: | 2 | |
|----------|--|--|----------------|-----------|--------------|---------------------|-------------------|------------|------------|
| | | | | | | | Application Date: | 5/22/2018 | |
| | P O Box 793 - Morrison, CO 80465 | | | | | | Period to: | 5/22/2018 | |
| | | | | | | | | /0 | 4 0000 |
| Item No: | Description of Work | Scheduled Value | Work Completed | mpleted | This | Materials Presently | lotal Completed & | % | Balance to |
| | | | Previous | sno | Period | Stored | Stored To Date | g/C | Finish |
| | 1 Sanctuary Point to Plant B - materials | \$ 680.00 | \$ 00 | | \$ | | \$0.00 | \$ %00.0 | 680.00 |
| | 2 Sanctuary Point to Plant B - labor | \$ 472.00 | 1 | 1 | | | \$0.00 | \$ %00.0 | 472.00 |
| | 3 Well Sites A4/D4 - materials | \$ 1,589.00 | 18 | | - \$ | | \$0.00 | \$ %00.0 | 1,589.00 |
| | 4 Well Sites A4/D4 - labor | \$ 6,650.00 | \$ 00 | 1 | - | | \$0.00 | 0.00% | 6,650.00 |
| | 5 Treatment Plant A & Well - materials | \$ 18,851.00 | ·s | 18,851.00 | | | \$18,851.00 | 100.00% \$ | 1 |
| | 6 Treatment Plant A & Well - Jabor | \$ 18,106.00 | 1 | 1 | \$ 14,484.80 | | \$14,484.80 | \$ %00.08 | 3,621.20 |
| | 7 Treatment Plant B Moscad - materials | \$ 32,407.00 | \$ 00 | | - \$ | | \$0.00 | \$ %00.0 | 32,407.00 |
| | 8 Treatment Plant B Moscad - Jabor | \$ 24,957.00 | \$ 00 | | - \$ | | \$0.00 | - 1 | 24,957.00 |
| | 9 Computer Central Upgrade - materials | \$ 4,935.00 | \$ 00 | 1 | - \$ | | \$0.00 | 0.00% \$ | 4,935.00 |
| | 10 Computer Central Upgrade - labor | \$ 4,991.00 | \$ 00 | | · | | \$0.00 | | 4,991.00 |
| | 11 Mini Edition rs view - materials | \$ 1,125.00 | \$ 00 | | - \$ | | \$0.00 | \$ %00.0 | 1,125.00 |
| | 12 B Plant Direct Logic Filter Control (1&2) - materials | \$ 4,262.00 | 1 | | - \$ | | \$0.00 | | 4,262.00 |
| | 13 B Plant Direct Logic Filter Control (1&2) - labor | \$ 6,709.00 | \$ 00 | 1 | - \$ | | \$0.00 | \$ %00.0 | 6,709.00 |
| | 14 B Plant Direct Logic Filter Control (3,4,5) - materials | \$ 4,262.00 | \$ 00 | , | - | | \$0.00 | \$ %00.0 | 4,262.00 |
| | 15 B Plant Direct Logic Filter Control (3,4,5) - labor | \$ 6,709.00 | \$ 00 | | - \$ | | \$0.00 | 0.00% | 6,709.00 |
| | 16 Generator / Trnsfr Switch to Sanctuary PLC - labor | \$ 564.00 | \$ 00 | | ٠. | | \$0.00 | \$ %00.0 | 564.00 |
| | 17 CO 1 - Electrical - materials | \$ 1,335.00 | 00 | | - \$ | | | | |
| | 18 CO 1 - Electrical - labor | \$ 16,598.00 | 00 | | | | | | |
| | | | | | | | | | |
| | Project Total | \$ 155,202.00 | \$ | 18,851.00 | \$ 14,484.80 | ٠ • | \$33,335.80 | 21.48% \$ | 121,866.20 |

Renit To:

Original Invoice

| Page | Date Printed | Invoice | No. |
|------|--------------|---------|-----|
| 1 | 5/14/18 | 051823 | 00 |

DB# 10

To Reorder Contact Us At

Phone No.: (719)622-8884 Fax No .. : (719) 596-1538

By de sesses entre entre excession

Ship To:

TRIVIEW METROPOLITAN DISTRICT PO BOX 849

WE APPRECIATE YOUR BUSINESS! HAVE A GREAT DAY!

MONUMENT, CO 80132-0849

FRONT RANGE WINWATER WORKS CO.

COLORADO SPRINGS, CO 80929-9318

7006 SPACE VILLAGE AVE

PO BOX 76509

TRIVIEW METROPOLITAN DISTRICT 16131 ST LAWRENCE WAY

MONUMENT, CO 80132-6117 12" VALVE REPLACEMENT

| Custoner Hunber 00369-001387 | Custoner Purchase Order 12" VALVE REPLACEMEN | 018-STEVEN SLOAN | Type Shipment Stock | OUR TRUCK | Date Shipped 5/14/18 |
|---------------------------------|--|------------------|------------------------|-----------|-------------------------|

Units

| Ordered | U/M | Item Description | Shipped | B/C | Price | Per | Discount | Extended | ıax |
|---------|-----|--|---------|-----|------------|-----|----------|----------|-----|
| 3 | EA | 2640-30 12 MJ GATE VLV OL LACC LESS ACC | 3 | | 1,625.0000 | | .00 | 4,875.00 | N |
| 3 | EA | 12 DI MJ LONG SOLID SLEEVE F | 3 | | 188.0400 | | .00 | 564.12 | N |
| 15 | EA | 2012PV 12 PVC MEGALUG DOMESTIC | 15 | | 105.0000 | | .00 | 1,575.00 | N |
| 15 | EA | 12 DI MJ GASKET | 15 | | 7.0000 | | .00 | 105.00 | N |
| 120 | EA | 3/4 X 4-1/2 MJ T-BOLTS | 120 | | 1.2500 | | .00 | 150.00 | N |
| 1 | EA | 12 DI MJ TEE F IMPORT | 1 | | 343.0000 | | .00 | 343.00 | И |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | 4 | | 7. | | | | |
| | | | | | | | | | |
| | | | | İ | | | | | |

Terns: Honthly Service Charge Hay Be Applied To Past Due Accounts. NET 30 DAYS

Pay full balance by 6/13/18

| Tax Area ID: | | Net Sales | 7,612.12 |
|----------------|------|----------------|----------|
| CO - 060411704 | | Freight | .00 |
| State Tax % | .000 | State Tax | .00 |
| Local Tax % | .000 | Local Tax | .00 |
| | | Invoice Amount | 7,612.12 |

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (719) 622-8884. T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at

www.winsupplyinc.com/tcsale.



JUN 0 4 2018

Please Remit To: HR Green, Inc. PO Box 8213 Des Moines, IA 50301-8213 1-800-728-7805

Jim McGrady TriView Metro District 16055 Old Forest Point #300 Monument, CO 80132

May 23, 2018

Project No:

171716

Invoice No:

118942

Project

171716

TriView Metro District, CO - On-Call District Engineering Services

On-Call District Engineering Services

Professional Services Through April 27, 2018

Phase

2018 Paving Program

Reimbursable Expenses

Mileage

73.03

73.03

Total Reimbursables

73.03

\$73.03

5000 Miscellaneous Phase Professional Personnel Rate Hours Professional

Amount 69.00 4/19/2018 .50 138.00 Connor, Michael 175.00 175.00 1.00 4/23/2018 Merritt, John 244.00 1.50 Totals **Total Labor**

244.00

Total this Phase

Total this Phase

\$244.00

| Phase | 6000 | Jackson Creek Parkw | ay Funding | | | |
|-----------|-----------------|---------------------|------------|--------|----------|----------|
| Professio | nal Personnel | | | | | |
| | | | Hours | Rate | Amount | |
| Profe | ssional | | | | | |
| C | Connor, Michael | 4/3/2018 | 1.00 | 138.00 | 138.00 | |
| C | Connor, Michael | 4/13/2018 | 2.00 | 138.00 | 276.00 | |
| | Connor, Michael | 4/16/2018 | 6.00 | 138.00 | 828.00 | |
| | Connor, Michael | 4/18/2018 | 4.50 | 138.00 | 621.00 | •0 |
| | Connor, Michael | 4/24/2018 | 8.00 | 138.00 | 1,104.00 | |
| | Connor, Michael | 4/25/2018 | 7.00 | 138.00 | 966.00 | |
| | Connor, Michael | 4/26/2018 | 1.00 | 138.00 | 138.00 | |
| | Connor, Michael | 4/27/2018 | 1.00 | 138.00 | 138.00 | |
| | Zelenok, David | 4/10/2018 | 1.00 | 190.00 | 190.00 | |
| | Zelenok, David | 4/18/2018 | 1.00 | 190.00 | 190.00 | |
| | Totals | a. 1200 8707 | 32.50 | | 4,589.00 | |
| | Total La | bor | | | | 4,589.00 |

| O. C. | | | | | |
|--|--|------------------------|--------------------|------------|--------|
| Project 17171 | 6 TriView Metro | District, CO - On-Call | | Invoice | 118942 |
| Consultants All Traffic Data S 4/27/2018 | ervices, Inc. All Traffic Data Services, Inc. | Traffic Counts | 1,650.00 | | 6 |
| Reimbursable Expe | Total Consultants | | 1,650.00 | 1,650.00 | |
| Mileage | 11300 | | 70.85 | | |
| willeage . | Total Reimbursables | | 70.85 | 70.85 | |
| | | | Total this Phase | \$6,309.85 | |
| * | a 6 | | Total this Invoice | \$6,626.88 | |



INVOICE

Shamrock Water Services

12265 Old Barn Rd Elbert, CO 80106 719-639-8769

shamrockwaterservices@gmail.com

INVOICE NO.

202

DATE:

5/25/2018

CUSTOMER:

Tri-view Metropolitan

District

TO:

Shawn Sexton Water Superintendent 16055 Old Forest Point Suite 300 Monument, CO 80132 (719) 602-4391

| JOB | PAY | MENT TERMS | |
|--|----------|------------|------------|
| Hydrant Repair, Inspection and Painting (3rd Invoice) | Due | On Receipt | |
| DESCRIPTION | QUANTITY | AMOUNT | TOTAL |
| Material required for repair: (2) two Stem O-Rings p# A-12, one (1) | | | |
| Hold Down Nut O-Ring p# A-3, (1) one Anti-Friction Washer p# A-6, | | | |
| one (1) Safety Flange O-Ring p# 27, one (1) Cotter Pin p# A-29, one | | | |
| (1) Bonnet O-Ring p# A-10 and 10.5 ounces of hydrant lubricating oil | | | |
| p# A-51. Upper stem, hold down nut, and operating nut replaced. | | | |
| Original hold down nut required extensive work to be removed due | | | |
| to it being seized in the bonnet. All traffic safety bolts had to be cut | | | |
| and replaced to gain access to the inner components of the hydrant. | 1.00 | \$1,750.00 | \$1,750.00 |
| Hydrants have been painted to existing color scheme with a | | | |
| hardened rust resistant enamel to meet or exceed manufacturer's | | | |
| specifications and ANSI/NSF standards. This work was completed at | | | 120 |
| \$35.00 per hydrant. | | | |
| | 85.00 | \$35.00 | \$2,975.00 |
| Hydrant Inspection (Not NFPA Confidence Testing) | | | |
| nyurant inspection (Not NFFA confidence resting) | 21.00 | \$15.00 | \$315.00 |
| Tightening of loose nozzle threads for nine AVK hydrants and | 3 | | |
| replacement of one Colorado Springs spec cap (\$55 at cost) to 1- | | | |
| 1/2" national standard spec. | 10.00 | \$15.00 | \$150.00 |
| 2018 Federal Mileage Reimbersment at \$0.54 a mile | 894.00 | \$0.54 | \$482.76 |
| Twenty-eight onsite repairs made ranging from cap chains | | | |
| to clearing/creating hydrant ROWs. | 28.00 | \$0.00 | \$0.00 |
| | | TOTAL DUE | \$5,672.76 |

Make all checks payable to Shamrock Water Services. THANK YOU FOR YOUR BUSINESS!

^{*}Please note: All inspections performed are only guaranteed to be accurate six (6) months from the inspection date.



PO Box 51356 Colo Spgs, CO 80949

Invoice Number:8295

Invoice Date: May 20, 2018

877-410-0167 x 1985 719-599-4057

Voice FAX

Ship To:

Sold To:

TriView Metropolitan District 16055 Old Forest Point Suite 300 Monument, CO 80132

| Customer ID | Purchase Order | Payment Terms | Sales Rep | Page |
|-------------|----------------|---------------|-----------|------|
| TRIVI | 3 | Net 30 Days | | 1 |

| Quantity | Item | Description | Unit Price | Extension |
|---|------|---|--|--|
| 1,615.00 1.00 88.00 16.00 32.00 | | Billing for 6/01 - 7/01/ 2018 Master Bill for TMD Leak Postcards Title Request Shut Off Notices | 2.75 10.00 1.00 25.00 5.00 | 4,441.25 10.00 88.00 400.00 160.00 |
| . * | | | | |
| | £ . | | | . , |
| | | | Sales Tax | |

Sales Tax

Total Invoice Amount

\$5,099.25

Amount Received With Invoice

0.00

Total

\$5,099.25

Check No:



TRIVIEW METROPOLITAN DISTRICT Financial Statements April 2018 Unaudited

DISTRICT FUND Cost Allocation

April 30, 2018

TRIVIEW METROPOLITAN DISTRICT DISTRICT (GENERAL) FUND PUBLIC WORKS/STREETS

PUBLIC WORKS/STREETS
For the Four Months Ending April 30, 2018
Unaudited

| | f Budget TD 33%) |
|--|---------------------|
| REVENUE - Public Works | |
| Sales Tax/IGA/Town \$ 1,275,000 \$ 403,556 | 32% |
| Property Tax/IGA/Town 103,000 - | 0% |
| Auto Tax/IGA/Town 90,000 29,194 | 32% |
| Interest 90,000 54,887 | 61% |
| Drainage Impact Fees 80,000 75,288 | 94% |
| Road and Bridge Fees 75,000 54,879 | 73% |
| Use Tax - Construction Material 37,500 50,912 | 136% |
| Miscellaneous 7,500 14,367 | 192% |
| Lot & Inspection Fees 3,750 713 | 19% |
| Total Revenue \$ 1,761,750 \$ 683,796 | 39% |
| EXPENDITURES | |
| <u>Legislative</u> | |
| Directors' Fees \$ 9,000 \$ 1,425 | 16% |
| FICA and Unemployment 720 114 | 16% |
| Workers Compensation Insurance 563 375 | 67% |
| Total Legislative \$ 10,283 \$ 1,914 | 19% |
| General and Administrative | |
| Salaries and Benefits | |
| Salaries/Wages \$ 164,250 \$ 60,395 | 37% |
| Unemployment Insurance 300 97 | 32% |
| Workers' Compensation Insurance 3,750 3,750 | 100% |
| Health and Dental Insurance 18,750 6,947 | 37% |
| Employer's FICA 10,184 3,614 | 35% |
| Employer's Medicare 2,382 845 | 35% |
| Retirement 7,950 3,025 | 38% |
| Life and Disability Insurance 1,125 478 Total Salaries and Benefits \$ 208,691 \$ 79,150 | 42% |
| Total Salaries and Benefits \$\\ \\$ \\ \\$ \\ \\$ \\ \ \ \ \ \ \ \ \ | 38% |
| Professional Services | |
| Professional Services-Engineering \$ 15,000 \$ 7,681 | 51% |
| Professional Services-Management 37,500 29,438 | 79% |
| Professional Services-Public Relations 15,000 5,042 | 34% |
| Professional Services-Pavement Management 25,000 5,760 | 23% |
| Legal Fees/Monson, Cummins & Shohet 37,500 16,472 | 44% |
| Legal Fees 36,000 12,000 Total Professional Services \$ 166,000 \$ 76,391 | 33% 46% |
| | 40 70 |
| General Administration Accounting Services \$ 20,250 \$ 6,601 | 33% |
| Audit Fees 7,500 - | 0% |
| Conference, Class and Education 2,475 - | 0% |
| Dues, Publications and Subscriptions 6,000 1,193 | 20% |
| Election 16,500 279 | 2% |
| IT Support 9,000 2,572 | 29% |
| Office Equipment and Supplies 11,250 8,085 | 72% |
| Publication - Legal Notice 233 - | 0% |
| Repairs and Maintenance 1,125 474 | 42% |
| Telephone Service 7,500 1,285 | 17% |
| Travel and Meeting Expense 4,500 702 | 16% |
| Office Overhead (COA, utilities, etc.) 8,250 2,435 | 30% |
| General Insurance 12,375 16,968 | 137% |
| Vehicle Expense 11,250 3,592 | 32% |
| Asset Management 9,900 - | 0% |
| Contingency/Emergency Reserves/Miscellaneous 127,472 2,952 | 2% |
| Total General Administration \$ 255,579 \$ 47,137 | 18% |
| Total Public Works/Streets - Administrative, Professional Services, etc. \$ 640,552 \$ 204,592 | 33% |

TRIVIEW METROPOLITAN DISTRICT DISTRICT (GENERAL) FUND PUBLIC WORKS/STREETS

PUBLIC WORKS/STREETS
For the Four Months Ending April 30, 2018
Unaudited

| | 2018 Budget | YTD Actual | Percent of Budget (YTD 33%) |
|--|----------------|---------------|-----------------------------------|
| Salaries and Benefits- Streets and Parks | | | |
| Salaries/Wages | \$ 153,750 | \$ 37,204 | 24% |
| Salaries/Wages - Seasonal | 27,300 | - | 0% |
| Unemployment Insurance | 450 | 110 | 25% |
| Workers' Compensation Insurance | 24,000 | 25,575 | 107% |
| Health and Dental Insurance | 18,750 | 5,096 | 27% |
| Employer's FICA | 11,225 | 2,288 | 20% |
| Employer's Medicare | 2,625 | 535 | 20% |
| Retirement | 8,063 | = | 0% |
| Life and Disability Insurance | 750 | 158 | 21% |
| Total Salaries and Benefits - Public Works/Streets | \$ 246,913 | \$ 70,964 | 29% |
| Streets Operations and Maintenance | | | |
| Operations and Maintenance | \$ 30,000 | \$ 7,598 | 25% |
| Vehicle Maintenance | 2,000 | 1,708 | 85% |
| Contract Snow Removal | 25,000 | 4,911 | 20% |
| Repair and Maintenance | 30,000 | 395 | 1% |
| Rack to install Sandboxes for Plow Trucks | 2,000 | - | 0% |
| Contract Street Sweeping | 15,000 | 5,704 | 38% |
| Sand and Salt for Roads | 4,000 | 1,293 | 32% |
| Supplies | 4,000 | 3,790 | 95% |
| Total Streets | \$ 112,000 | \$ 25,399 | 23% |
| Total Public Works/Streets and O&M | \$ 358,913 | \$ 96,363 | 27% |
| Lighting | | | |
| MVE Operation and Maintenance | \$ 26,250 | \$ 14,793 | 56% |
| Repair and Maintenance | 5,250 | - | 0% |
| Total Lighting | \$ 31,500 | \$ 14,793 | 47% |
| Signage | | | |
| Repairs and Maintenance | \$ 3,000 | \$ 2,084 | 69% |
| Total Signage | \$ 3,000 | \$ 2,084 | 69% |
| Traffic Control | | | |
| Operation and Maintenance | \$ 1,600 | \$ 456 | 29% |
| Repairs and Maintenance - Striping | 23,000 | 125 | 1% |
| Total Traffic Control | \$ 24,600 | \$ 581 | 2% |
| <u>Drainage/Erosion Control</u> | | | |
| Repairs and Maintenance (includes Concrete work) | \$ 20,000 | \$ - | 0% |
| Total Drainage/Erosion Control | \$ 20,000 | \$ - | 0% |
| Total Expenditures - Public Works/Streets | \$ 1,078,565 | \$ 318,413 | 30% |
| EXCESS OF REVENUE OVER (UNDER) | | | |
| EXPENDITURES AND OTHER FINANCING USES | \$ 683,185 | \$ 365,383 | |

TRIVIEW METROPOLITAN DISTRICT DISTRICT (GENERAL) FUND PARKS AND OPEN SPACE

| | | 2018 udget | | /TD ctual | Percent of Budget (YTD 33%) |
|---|----|------------------|-----|------------------|-----------------------------------|
| REVENUE - Parks and Open Space | | | | | 32% |
| Sales Tax/IGA/Town | \$ | 425,000 | \$ | 134,519 | 3276 0% |
| Property Tax/IGA/Town | | 103,000 | | 121 420 | 60% |
| Park, Rec and Landscape Fees | | 202,400 | | 121,429 9,731 | 32% |
| Auto Tax/IGA/Town | | 30,000 | | 18,296 | 61% |
| Interest | | 30,000 12,500 | | 16,971 | 136% |
| Use Tax - Construction Material | | 15,000 | | 4,281 | 29% |
| Conservation Trust Fund | | 2,500 | | 4,789 | 192% |
| Miscellaneous | | 1,250 | | 238 | 19% |
| Lot & Inspection Fees | | | | | 38% |
| Total Revenue | | 821,650 | \$ | 310,253 | 3070 |
| EXPENDITURES | | | | | |
| <u>Legislative</u> | \$ | 3,000 | \$ | 475 | 16% |
| Directors' Fees | Ф | 240 | Ψ | 38 | 16% |
| FICA and Unemployment | | 188 | | 125 | 67% |
| Workers Compensation Insurance | \$ | 3,428 | \$ | 638 | 19% |
| Total Legislative | | | | | |
| General and Administrative | | | | | |
| Salaries and Benefits | • | 54.750 | ø | 20,132 | 37% |
| Salaries/Wages | \$ | | \$ | 32 | 32% |
| Unemployment Insurance | | 100 1,250 | | 1,250 | 100% |
| Workers' Compensation Insurance | | 6,250 | | 2,316 | 37% |
| Health and Dental Insurance | | 3,395 | | 1,205 | 35% |
| Employer's FICA | | 794 | | 282 | 35% |
| Employer's Medicare | | 2,650 | | 1,008 | 38% |
| Retirement | | 375 | | 159 | 42% |
| Life and Disability Insurance | - | | | 26,383 | 38% |
| Total Salaries and Benefits | _ | | | | |
| Professional Services | | | , • | 2,560 | 51% |
| Professional Services-Engineering | ; | 5,000 | | 9,813 | 79% |
| Professional Services-Management | | 12,500 5,000 | | 1,681 | 34% |
| Professional Services-Public Relations | | 12,50 | | 5,491 | 44% |
| Legal Fees/Monson, Cummins & Shohet | | 12,00 | | 4,000 | 33% |
| Legal Fees | - | \$ 47,00 | | | 50% |
| Total Professional Services | _ | <u> </u> | | | |
| General Administration | | \$ 6,75 | 0 : | \$ 2,200 | 33% |
| Accounting Services | | 2,50 | | _ | 0% |
| Audit Fees | | 82 | | - | 0% |
| Conference, Class and Education | | 2,00 | 0 | 398 | |
| Dues, Publications and Subscriptions | | 5,50 | 00 | 93 | |
| Election | | 3,00 | 00 | 857 | |
| IT Support Office Equipment and Supplies | | 3,75 | 50 | 2,695 | |
| Publication - Legal Notice | | | 78 | | - 0% R 42% |
| Repairs and Maintenance | | | 75 | 158 | |
| Telephone Service | | 2,5 | | 428 | |
| Travel and Meeting Expense | | 1,5 | | 234 813 | |
| Office Overhead (COA, utilities, etc.) | | 2,7 | | 5,65 | |
| General Insurance | | 4,1 | | 1,19 | 2001 |
| Vehicle Expense | | 3,7 3,3 | | 1,19 | - 0% |
| Asset Management | | 3,3 42,4 | | 98 | O Versera |
| Contingency/Emergency Reserves/Miscellaneous | | \$ 85,1 | | \$ 15,71 | |
| Total General Administration | | \$ 205,1 | | \$ 66,27 | |
| Total Parks - Administrative, Professional Services, etc. | | <u> </u> | | | |

TRIVIEW METROPOLITAN DISTRICT DISTRICT (GENERAL) FUND PARKS AND OPEN SPACE

| | | 2018 Budget | | TD tual | Percent of Budget (YTD 33%) |
|--|----------|----------------|------|------------|-----------------------------------|
| Operations | | | | | |
| Salaries and Benefits- Parks | \$ 5 | 1,250 | \$ | 12,401 | 24% |
| Salaries/Wages | Ψ - | 9,100 | | - | 0% |
| Salaries/Wages - Seasonal | | 150 | | 37 | 25% |
| Unemployment Insurance | | 8,000 | | 8,525 | 107% |
| Workers' Compensation Insurance | | 6,250 | | 1,699 | 27% |
| Health and Dental Insurance | | 3,742 | | 763 | 20% |
| Employer's FICA | | 875 | | 178 | 20% |
| Employer's Medicare | | 2,688 | | - | 0% |
| Retirement | | 250 | | 53 | 21% |
| Life and Disability Insurance Total Salaries and Benefits - Parks | \$ | 82,305 | \$ | 23,655 | 29% |
| Parks and Open Space O & M | • | 16,000 | \$ | 4,417 | 28% |
| Repair of Facilities | \$ | 16,000 | Φ | -,-11 | 0% |
| Annual Flower Program | | 10,000 | | 7,107 | 47% |
| Fertilizer and Weed Control Program | | 15,000 | | 7,359 | 15% |
| Park Irrigation Water Payments | | 50,000 | | 6,550 | 22% |
| Repair and Maintenance | | 30,000 | | 9 | 5% |
| Supplies/Trees Replacement | | 3,000 | | _ | 0% |
| Replacement Plow for ATV | | 4,000 | | _ | 0% |
| Tools | | 4,000 | | 3,272 | 82% |
| Equipment and Maintenance | | 800 | | 304 | 38% |
| Clothing and Safety Equipment | | 6,000 | | 3,540 | 59% |
| Automated Gate for PW Facility and Fence | | 1,250 | | 68 | 5% |
| Back Flow Inspection | | 10,500 | | 627 | 6% |
| Repair and Replace Meters and PRV's | <u> </u> | 150,750 | \$ | 33,253 | 22% |
| Total Parks and Open Space O & M | | | | | 24% |
| Total Parks and O & M | _\$_ | 233,056 | _\$_ | 56,909 | |
| <u>Lighting</u> | \$ | 8,750 | \$ | 4,931 | 56% |
| MVE Operation and Maintenance | | 1,750 | | - | 0% |
| Repair and Maintenance Total Lighting | \$ | 10,500 | | 4,931 | 47% |
| Signage | \$ | 1,000 | \$ | 695 | 69% |
| Repairs and Maintenance | \$ | 1,000 | \$ | 695 | 69% |
| Total Signage | | 15 000 | | | 0% |
| Total Conservation Trust Fund Projects | | 15,000 | - | | |
| Total Expenditures - Parks and Open Space | \$ | 464,740 | | 128,812 | 28%_ |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | \$ | 356,910 | | 181,441 | <u>L</u> |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | | 356,910 | | 181,441 | <u></u> |

TRIVIEW METROPOLITAN DISTRICT DISTRICT (GENERAL) FUND

DEBT SERVICE

| | 2018 Budget | YTD Actual | of Budget (YTD 33%) | |
|--|---|--|--------------------------|--|
| REVENUE Property Tax Specific Ownership Tax Interest - GO Bond Total Revenue | \$ 2,794,539 279,454 8,000 \$ 3,081,993 | \$ 1,616,489 107,332 3,619 \$ 1,727,440 | 58% 38% 45% 56% | |
| EXPENDITURES Administrative Tax Collection Expense Total Administrative | \$ 41,918 \$ 41,918 | \$ 24,248 \$ 24,248 | 58% 58% | |
| Debt Service Bond Interest Payment Bond Principal Payment Paying Agent Fees Total Debt Service | \$ 1,943,612 540,000 2,500 \$ 2,486,112 | \$ - 2,500 \$ 2,500 | | |
| Total Expenditures | \$ 2,528,030 | \$ 26,748 | 1% | |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | \$ 553,963 | \$ 1,700,692 | <u>!</u> | |

ENTERPRISE FUND Cost Allocation

April 30, 2018

TRIVIEW METROPOLITAN DISTRICT WATER, WASTEWATER AND REUSE ENTERPRISE FUND WATER OPERATIONS

| | Unaudited | | 018 idget | YTD Actual | | F | /ariance avorable favorable) | Percent of Budget (YTD 33%) |
|---|-----------|-------------|--------------|---------------|--------------|----------------|------------------------------------|-----------------------------------|
| REVENUE | | | | | 054.550 | ø | (926,448) | 23% |
| Water Revenue | \$ | 1, | 201,000 | \$ | 274,552 | \$ | (163) | 98% |
| Miscellaneous | | | 10,000 | | 9,838 | | (10,500) | 65% |
| Water Meter Kits | | | 30,000 | | 19,500 | | (17,753) | 11% |
| Bulk Water Revenue | | | 20,000 | | 2,247 | _ | | 23% |
| Total Revenue | \$ | 1 | ,261,000 | \$ | 306,137 | | (954,864) | 25 70 |
| EXPENDITURES | | | | | | | | |
| Administrative | | | | | | | | |
| Salaries and Benefits | | | | ф | 40.052 | \$ | 86,949 | 36% |
| Salaries/Wages | \$ | | 136,000 | \$ | 49,052 | Φ | 11,075 | 11% |
| Overtime | | | 12,500 | | 1,426 96 | | 404 | 19% |
| Unemployment Insurance | | | 500 | | 3,068 | | (68) | |
| Workers' Compensation Insurance | | | 3,000 | | | | 11,110 | 37% |
| Health and Dental Insurance | | | 17,500 | | 6,390 | | 6,182 | 33% |
| Employer's FICA | | | 9,207 | | 3,025 707 | | 1,447 | 33% |
| Employer's Medicare | | | 2,154 | | | | 7,507 | 14% |
| Retirement | | | 8,750 | | 1,243 325 | | 676 | 32% |
| Life and Disability Insurance | | _ | 1,000 | _ | | | | 34% |
| Total Salaries and Benefits | _\$ | <u> </u> | 190,611 | | 65,330 | | 123,201 | |
| Professional Services | | th. | 25 000 | \$ | 3,758 | | 21,243 | 15% |
| Professional Services/ORC & Engineering | 3 | \$ | 25,000 | Φ | 12,506 | | 17,494 | |
| Professional Services/Amcobi/National Meter | | | 30,000 | | 4,593 | | 12,907 | |
| Rate/Service Study | | | 17,500 | | 7,373 | | 4,500 | |
| Development Services/Monson, Cummins & Shohet | _ | Φ. | 4,500 | | 20,857 | - - | \$ 56,144 | |
| Total Professional Services | | \$ | 77,000 | | 20,03 | | Ψ | |
| Administrative | | σ | 7,500 | \$ | 2,062 | 2 | \$ 5,439 | 27% |
| Accounting Services | | \$ | 5,000 | | 2,00 | _ | 5,00 | |
| Audit Fees | | | 3,000 | | 27 | 0 | 2,73 | |
| Conference, Class and Education | | | 3,150 | | | - | 3,15 | |
| Dues, Publications and Subscriptions | | | 500 | | 47 | 3 | 2 | |
| IT Support | | | 2,500 | | 56 | | 1,93 | |
| Office Equipment and Supplies | | | 2,000 | | 17 | | 1,82 | |
| Postage | | | 175 | | | _ | 17 | |
| Publication - Legal Notice | | | 10,000 | | 86 | 51 | 9,13 | 9 9% |
| Communications | | | 750 | | 22 | | 52 | 26 30% |
| Repairs and Maintenance | | | 1,500 | | 64 | | 85 | 51 43% |
| Telephone Service | | | 37: | | U | - | 3 | 75 0% |
| Travel and Meeting Expense | | | 60 | | 16 | 60 | | 40 27% |
| Office Overhead (COA, utilities, etc.) | | | 4,40 | | 6,10 | | (1,7 | 65) 140% |
| General Insurance | | | 2,00 | | 2,1 | | | 80) 109% |
| Vehicle Expense | | | 2,00 50 | | | 39 | | 61 8% |
| Miscellaneous | | -\$ | | | \$ 13,8 | _ | \$ 30,1 | |
| Total General Administration | | <u>-</u> \$ | | | \$ 100,0 | 08 | \$ 211,5 | 53 32% |
| Total General Administrative | | | | | | | | |

TRIVIEW METROPOLITAN DISTRICT WATER, WASTEWATER AND REUSE ENTERPRISE FUND WATER OPERATIONS

For the Four Months Ending April 30, 2018

| H | nau | ıdi | ted |
|---|-----|-----|-----|

| | 2018 udget | YTE Actus | | Far | riance vorable avorable) | Percent of Budget (YTD 33%) |
|--|---|--------------|---|-----|---|--------------------------------------|
| Water System Water Testing Gas Utilities Electric Utilities Repairs and Maintenance Storage Tank Maintenance Operating Supplies Bulk Chemical Supplies Lab Chemicals and Supplies Instrumentation Water Assessments Equipment Meter Supplies/Meter Kits Total Water System | \$ 12,000 6,000 300,000 94,000 80,000 15,000 6,000 11,500 42,500 10,000 592,000 | 59 | 3,125 9,950 1,876 - 6,273 - - 2,500 8,906 52,630 | \$ | 12,000 2,875 240,050 52,124 80,000 8,727 6,000 15,000 11,500 - 1,094 429,370 | 0% 52% 20% 45% 0% 42% 0% 0% 100% 89% |
| Total Expenditures | \$ 903,561 | \$ 26 | 52,638 | | 640,923 | 20% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ 357,440 | \$ 4 | 43,499 | | (313,941) | <u>.</u> |

TRIVIEW METROPOLITAN DISTRICT WATER, WASTEWATER AND REUSE ENTERPRISE FUND WASTEWATER OPERATIONS

#REF!

Unaudited

| | iaudited | | | | | | |
|---|----------|----------------|------|---------------|----|--------------------------------------|-------------------------|
| | | 2018 Budget | | YTD Actual | F | Variance Tavorable nfavorable) | Percent of Budget #REF! |
| REVENUE | | | | | | | |
| Sewer Revenue | \$ | 1,144,000 | \$ | 364,900 | \$ | (779,100) | 32% |
| Miscellaneous | | 10,000 | 100 | 9,838 | | (163) | 98% |
| Total Revenue | \$ | 1,154,000 | _\$_ | 374,738 | \$ | (779,263) | 32% |
| EXPENDITURES | | | | 7987 | | | |
| Administrative | | | | | | | |
| Salaries and Benefits | | | | | | | |
| Salaries/Wages | \$ | 136,000 | \$ | 49,052 | \$ | 86,949 | 36% |
| Overtime | | 12,500 | | 1,426 | | 11,075 | 11% |
| Unemployment Insurance | | 500 | | 96 | | 404 | 19% |
| Workers' Compensation Insurance | | 3,000 | | 3,068 | | (68) | 102% |
| Health and Dental Insurance | | 17,500 | | 6,390 | | 11,110 | 37% |
| Employer's FICA | | 9,207 | | 3,025 | | 6,182 | 33% |
| Employer's Medicare | | 2,154 | | 707 | | 1,447 | 33% |
| Retirement | | 8,750 | | 1,243 | | 7,507 | 14% |
| Life and Disability Insurance | | 1,000 | | 325 | | 676 | 32% |
| Total Salaries and Benefits | \$ | 190,611 | \$ | 65,330 | \$ | 125,281 | 34% |
| Professional Services | | | | | | | |
| Professional Services/ORC & Engineering | \$ | 25,000 | \$ | 3,758 | \$ | 21,243 | 15% |
| Professional Services/Amcobi/National Meter | | 30,000 | | 12,506 | | 17,494 | 42% |
| Rate/Service Study | | 17,500 | | 4,593 | | 12,907 | 26% |
| Development Services/Monson, Cummins & Shohet | | 4,500 | | | | 4,500 | 0% |
| Total Professional Services | \$ | 77,000 | \$ | 20,857 | \$ | 56,144 | 27% |
| Administrative | | | | | | | |
| Accounting Services | \$ | 7,500 | \$ | 2,062 | \$ | 5,439 | 27% |
| Audit Fees | | 5,000 | | - | | 5,000 | 0% |
| Conference, Class and Education | | 3,000 | | 270 | | 2,730 | 9% |
| Dues, Publications and Subscriptions | | 3,150 | | - | | 3,150 | 0% |
| IT Support | | 500 | | 473 | | 28 | 95% |
| Office Equipment and Supplies | | 2,500 | | 566 | | 1,934 | 23% |
| Postage | | 2,000 | | 174 | | 1,827 | 9% |
| Publication - Legal Notice | | 175 | | - | | 175 | 0% |
| Communications | | 10,000 | | 861 | | 9,139 | 9% |
| Repairs and Maintenance | | 750 | | 225 | | 526 | 30% |
| Telephone Service | | 1,500 | | 649 | | 851 | 43% |
| Travel and Meeting Expense | | 375 | | - | | 375 | 0% |
| Office Overhead (COA, utilities, etc.) | | 600 | | 160 | | 440 | 27% |
| General Insurance | | 4,400 | | 6,165 | | (1,765) | 140% |
| Vehicle Expense | | 2,000 | | 2,180 | | (180) | 109% |
| Miscellaneous | | 500 | | 39 | | 461 | 8% |
| Total General Administration | \$ | 43,950 | \$ | 13,822 | \$ | 30,129 | 31% |
| Total General Administrative | \$ | 311,561 | \$ | 100,008 | \$ | 211,553 | 32% |

TRIVIEW METROPOLITAN DISTRICT WATER, WASTEWATER AND REUSE ENTERPRISE FUND WASTEWATER OPERATIONS

#REF! Unaudited

| | | 2018 Budget | | YTD Actual | | Variance Favorable nfavorable) | Percent of Budget #REF! |
|-------------------------------------|------|----------------|------|---------------|------|--------------------------------------|-------------------------------|
| Wastewater System | - | Dauget | | rectuii | (0) | <u> </u> | "TELL" |
| Wastewater TF/Donala/IGA | \$ | 883,899 | \$ | 139,951 | \$ | 743,948 | 16% |
| Repairs and Maintenance | | 24,000 | | 9,574 | | 14,426 | 40% |
| Video Collection System - Annual | | 30,000 | | 1,345 | | 28,655 | 4% |
| Operating Supplies | | 6,000 | | 5,430 | | 570 | 91% |
| Transit Loss | | 6,000 | | - | | 6,000 | 0% |
| Total Wastewater System | \$ | 949,899 | \$ | 156,300 | \$ | 793,599 | 16% |
| Total Administrative and Operations | _\$_ | 1,261,460 | _\$_ | 256,308 | _\$_ | 1,005,152 | 20% |
| EXCESS OF REVENUE OVER (UNDER) | | | | | | | |
| EXPENDITURES | | (107,460) | _\$_ | 118,430 | _\$_ | 225,890 | |

TRIVIEW METROPOLITAN DISTRICT WATER, WASTEWATER AND REUSE ENTERPRISE FUND DEBT SERVICE

| | 2018 | | YTD | | Variance Favorable | | Percent of Budget (YTD 33%) |
|---|-----------|--|-----|--|-----------------------|--|---|
| REVENUE Reuse Fee Water/Sewer Impact Fee Renewable Water Fee Lease Revenue Effluent Paid-AGUA Review & Comment Fee | \$ | 360,000 240,000 210,000 100,000 50,000 30,000 10,000 | \$ | 227,400 115,325 125,650 8,496 33,387 23,120 10,504 | <u>(Uni</u> | (132,600) (124,675) (84,350) (91,504) (16,613) (6,880) 504 | 63% 48% 60% 8% 67% 77% 105% |
| Interest Total Revenue | \$ | 1,000,000 | \$ | 543,882 | \$ | (456,118) | 55% |
| EXPENDITURES | | | | | | | |
| Debt Service Debt Service - Keybank Northstar/Independent Bank Loan - Principal Northstar/Independent Loan - Interest | \$ | 373,336 400,000 176,215 | \$ | 200,000 90,795 | \$ | 373,336 200,000 85,420 | 0% 50% 52% |
| Total Debt Service | \$ | 949,551 | | 290,795 | | 658,756 | 31% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ | 50,449 | \$ | 253,087 | | 202,638 | - |
| OTHER FINANCING SOURCES Transfer from other funds Total Other Financing Sources | \$ _\$ | 330,000 330,000 | \$ | 108,900 108,900 | | | |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES (USES) | _\$ | 380,449 | | 361,987 | | (18,462 | <u>)</u> |

CAPITAL PROJECTS FUNDS

April 30, 2018

TRIVIEW METROPOLITAN DISTRICT CAPITAL PROJECTS FUND - GENERAL

Budget Status Report - GAAP Basis For the Four Months Ending April 30, 2018 Unaudited

| | | | | Variance | | Percent | |
|---|--------|-------------|--------|-----------|------------------|-------------|-----------|
| | | 2018 | YTD | | Favorable | | of Budget |
| | Budget | | Actual | | (Unfavorable) | | (YTD 33%) |
| REVENUE | | | | | | (0.5.000) | 0% |
| Grant Proceeds/GOCO for Master Plan | _\$_ | 25,000 | \$ | | \$ | (25,000) | |
| Total Revenue | | 25,000 | \$ | | _\$_ | (25,000) | 0% |
| EXPENDITURES | | | | | | | |
| Vehicles and Equipment Utilities | ф | 70.000 | \$ | 40,347 | \$ | 29,653 | 58% |
| Vehicles and Equipment | \$ | 70,000 | Ф | 40,347 | Φ | 10,000 | 0% |
| Material Storage Facility | | 10,000 | ф. | 40.247 | \$ | 39,653 | 50% |
| Total Vehicles and Equipment | \$ | 80,000 | \$ | 40,347 | Ф | 39,033 | 3070 |
| Park and Street Improvements | | | | | | | 000/ |
| Landscape/Irrigation | \$ | 116,000 | \$ | 102,909 | \$ | 13,091 | 89% |
| Dog Stations and Trash Receptacles | | 2,000 | | - | | 2,000 | 0% |
| Six Park Benches | | 3,500 | | - | | 3,500 | 0% |
| Landscape Master Plan | | 100,000 | | - | | 100,000 | 0% |
| Street Improvements | | 1,600,000 | | 56,882 | | 1,543,118 | 4% |
| Total Park and Street Improvements | \$ | 1,821,500 | \$ | 159,791 | \$ | 1,661,709 | 9% |
| Total Expenditures - District Capital | \$ | 1,901,500 | _\$_ | 200,138 | | 1,701,362 | 11% |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ | (1,876,500) | _\$_ | (200,138) | \$ | 1,676,362 | 11% |
| OTHER FINANCING SOURCES (USES) | | | • | 200 120 | Φ | (1 (7(2(2) | 11% |
| Transfer from General Fund | | 1,876,500 | \$ | 200,138 | | (1,676,362) | 11% |
| Total Other Financing | _\$ | 1,876,500 | \$ | 200,138 | | (1,676,362) | 1170 |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES | _\$ | | \$ | | \$ | - | |
| | | | | | | | |

TRIVIEW METROPOLITAN DISTRICT CAPITAL PROJECTS FUND - ENTERPRISE

Budget Status Report - GAAP Basis For the Four Months Ending April 30, 2018 Unaudited

| Chat | luittu | | | | | | |
|---|----------|-----------|--------|-----------|------------|-----------|-----------------|
| | | | | Variance | | Percent | |
| | 2018 YTD | | YTD | Favorable | | of Budget | |
| | | | Actual | (Un | favorable) | (YTD 33%) | |
| REVENUE | | | | | | | |
| Water Tap Fees | \$ | 720,000 | \$ | 456,316 | \$ | (263,684) | 63% |
| Sewer Tap Fees | | 412,500 | | 253,689 | 1000 | (158,811) | 62% |
| Total Revenue | \$ | 1,132,500 | \$ | 710,005 | \$ | (422,495) | 63% |
| | | | | | | | |
| EXPENDITURES | | | | | | | |
| Vehicles and Equipment Utilities | | | | | | | 000/ |
| Equipment/Vehicles | \$ | 50,000 | \$ | 44,991 | \$ | 5,009 | 90% |
| Generator for B Plant | | 108,000 | | - | | 108,000 | 0% |
| Metal Build to Enclose B Plant Well Pump Equipment and | | | | | | | 00/ |
| Vactor Trailer | | 7,000 | | - | | 7,000 | 0% |
| Vaccon Trailer | | 52,000 | | - | | 52,000 | 0% |
| Crane for F-350 | | 9,000 | | | | 9,000 | 0% |
| Total Vehicles and Equipment | _\$ | 226,000 | \$ | 44,991 | \$ | 181,009 | 20% |
| | | | | | | | |
| Wells | | 10.000 | Φ. | | Φ | 42,000 | 0% |
| D-1 Well Rehabilitation | \$ | 42,000 | \$ | 4 000 | \$ | 45,000 | 10% |
| Plant Improvements at A Plant to Pump to B Plant | _ | 50,000 | | 4,999 | | | 5% |
| Total Wells | _\$ | 92,000 | | 4,999 | | 87,001 | 370 |
| Water Improvements | | | | 16015 | Ф | 0.655 | 65% |
| Backwash Metering Project | \$ | 25,000 | \$ | 16,345 | \$ | 8,655 | 0% |
| Reuse, Renewable Water Purchase/Integrated Water Resource | | | | 1.000 | | 400.070 | 0% |
| Plan | | 500,000 | | 1,930 | | 498,070 | |
| SCADA | | - | | 24,842 | | (24,842) | |
| West Interceptor Project | | - | | 17,507 | | (17,507) | |
| West Water Loop | | - | | 2,385 | | (2,385) | 25% |
| Water Purchases and Diligence Investigations | | 50,000 | | 12,649 | | 37,351 | 13% |
| Total Water Improvements | _\$ | | | 75,658 | | | |
| Total Expenditures - Enterprise Capital | _\$ | 893,000 | \$ | 125,648 | \$ | 767,352 | 14% |
| | | | | | | | |
| EXCESS OF REVENUE OVER (UNDER) | | 220 500 | • | 504 257 | • | 344,857 | 244% |
| EXPENDITURES | _\$ | 239,500 | \$ | 584,357 | | 344,037 | |
| OTHER FINANCING SOURCES (USES) | 8 | | | | | 420.000 | 00/ |
| Escrow Taps | _\$ | | | | · \$ | | - 0% |
| Total Other Financing | _ 9 | 432,000 | | | \$ | 432,000 | U 70 |
| EXCESS OF REVENUE OVER (UNDER) | | | | | | | |
| EXPENDITURES AND OTHER FINANCING SOURCES | _9 | (192,500 |) _\$ | 584,357 | \$ | 776,857 | <u>.</u> |
| | | | | | | | |

MEMO





To:

Triview Metro District Board of Directors

From:

Barb Jones & Jeremy Story, GroundFloor Media

Date:

June 7, 2018

Re:

Messaging Survey

As valued members of the Triview Metro District (district) board of directors, we want to hear from you. In our ongoing communications work with the district, we will be developing a messaging document that will describe the district, what it does and who it serves. The document will be designed to be used by all of us as we prepare written communications, website content and social media posts. As part of the messaging development process, we would like to conduct short phone interviews with each board member to determine your thoughts and to better learn how each of you currently tells the district's story. We will also conduct interviews with the district's staff. Please know that all interviews/responses will be considered confidential and findings will be summarized to protect the person's identity that is providing the feedback.

Below is a list of questions we will be asking you. We wanted to share them with you in advance, so you have an opportunity to think through how you would respond. The district staff will work with you to identify convenient times for you to speak with one of us. Interviews should take no more than 15-20 minutes. If you'd prefer to answer the questions via email, please send your responses to: triview@groundfloormedia.com.

Thank you in advance for your help.

Survey Questions:

- 1. How do you describe the district to people you encounter?
- 2. What three words best describe the district?
- 3. What are the most important messages residents of the district should know about what we do?
- 4. What key two to three problems does the district solve?
- 5. What are the top three challenges the district faces?
- 6. What do you want people who don't live in the district to know about us?
- 7. Why did you choose to serve on the board?
- 8. How long have you lived in the district?