

TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

Regular Board Meeting

Tuesday, September 11, 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. Pledge of Allegiance/Moment of Silence for those who lost their lives on 9-11-2001.
4. Approval of Agenda
5. Approval of Consent Agenda
 - a. Prior Meeting Minutes
 - i. August 14, 2018 Regular Board Meeting (enclosure)
 - b. Billing Summary Rate Code Report (enclosure)
 - c. Sanctuary Point Taps for July, 2018 (enclosure)
 - d. Tax Transfer from Monument (enclosure)
6. Public Comment.
7. Operations Report
 - a. District Manager Monthly Report (enclosure)
 - i. Status of November 6, 2018 Ballot Initiative
 - b. Public Works and Parks and Open Space Updates (enclosure)
 - i. Jackson Creek Parkway Overlay Project Baptist Road and Lyons Tail in the northbound lanes. Sept. 17, 2018 start.
 - ii. Creekside Park Rehabilitation project.
 - iii. Irrigation Central Control System Installation update
 - iv. Status of A-Yard Wall
 - v. Jackson Creek Parkway Design Update
 - c. Utilities Department Updates (enclosure)
 - i. Well A-1 and D-1 Simultaneous pumping project update.
 - ii. Leak Detection Project and Results
 - iii. Donala to Triview Metering Project

- iv. August Water use.
- v. Update regarding Regionalization discussions with Colorado Springs Utilities.
- vi. Status of 2018 Integrated Water Resources Plan

8. Board Discussion:

- a. Homestake Water Tour

9. Action Items:

- a. Review and ratify a proposal from Schmidt Construction to overlay the northbound lane of Jackson Creek Parkway from Baptist Road to the north line of Lyon's Tail including a portion of southbound Jackson Creek Parkway at Baptist Road in the amount of \$84,980. (enclosure)
- b. Review and consider awarding the Western Interceptor project

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

- a. Checks of \$5,000.00 or more (enclosure)
- b. July, 2018 Financials (enclosure)

11. Update Board on Public Relation activities.

12. Executive Session §24-6-402(4)(b)(e)
Legal Advice, Negotiations.

13. Adjournment

RECORD OF PROCEEDINGS

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

August 14, 2018

A regular meeting of the Board of Directors of the Triview Metropolitan District was held on Tuesday, August 14, 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:	Mark Melville
Secretary/Treasurer:	James Barnhart
Director	James Otis
Director	Anthony Sexton
Vice President	Marco Fiorito was absent and his absence was excused

Also in attendance were:

James McGrady District Manager
Joyce Levad District Administrator
Gary Harrison Streets and Parks Foreman
Shawn Sexton Water Superintendent,
Chris Cummins District Water Attorney
Gary Shupp District General Counsel

ADMINISTRATIVE MATTERS

President Melville called the meeting to order at 5:03 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 Sexton a vote was taken and the motion carried unanimously.

Consent Agenda –

- a. Prior Meeting Minutes
 - i. July 10, 2018 Regular Board Meeting
- b. Billing Summary Rate Code Report

RECORD OF PROCEEDINGS

- c. Sanctuary Point Taps for July
- d. Tax Transfer from Monument

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

PUBLIC COMMENT

None

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:

District Manager Monthly Report (enclosure)

West Interceptor updates (District Manager). Participation agreements are being passed between project participants. The project was put out to bid and it is anticipated that the bids will be opened on September 6, 2018 so that the contract can be awarded at the September 11, 2018 Board meeting.

Water Superintendent Shawn Sexton presented results from well pumping records from the District Wells including current water levels. All of the wells have held up very well through out the summer with the exception of well A-1 which has shown considerable draw down. This was due in large part to continuous pumping since the A-Plant was put back on line.

Public Works and Parks and Open Space Updates

Mr. McGrady discussed the need to install some curb and gutter in the area where the 2019 paving project will take place. Mr. McGrady suggested this work be done in the fall of 2018 in order to avoid winter construction.

Update regarding ROW Mowing, Park Mowing, Open Space Clean up, Weed Control, etc.

Irrigation Central Control System Installation updates. The Board discussed the condition of the turf and the extensive work done by Mr. Miles supporting staff and repairing the District's irrigation systems. The Board directed Mr. McGrady to retain Mr. Miles for 2019 given his expertise in the landscape and irrigation system repair and operation,

RECORD OF PROCEEDINGS

Status of A-Yard Wall. Work is underway and is expected to be completed in September 2018.

Utilities Department Updates (enclosure)

SCADA Installation Project Status; this work will be completed during the winter months given the fact B-Plant may have to be taken out of Service.

Status of A-Plant; plant is functioning well with only minor issues

Status of Fire Hydrant Maintenance Program is nearing completion. Several repairs are needed and

Leak detection; entire system has been tested. No leaks were found. Did find some closed valves leaking by that could have caused increased pressure in lower zones.

July water use was discussed. Overall monthly consumption was down slightly from June given some timely rain.

The Board suggested that we look at installing a meter on the outflow from the tank at B-Plant or at the very least incorporate change in storage in our tanks when comparing water produced to water sold.

DIRECTORS ITEMS

Mr. McGrady provided an update regarding Regionalization discussions with Colorado Springs Utilities.

Mr. McGinn and staff of JDS hydro is working on a master plan for the Triview Metropolitan District. JDS is currently working on population projections and demand projections. JDS will also be sizing pipelines for regional water delivery systems.

The Board discussed when would be a good time to meet with the Donala Board. The date for a joint meeting has been set for September 26, 2018

ACTION ITEMS

- A. Review and consider approval of Resolution 2018-02 Election Resolution for the November 6, 2018 election.

A Motion to approve Resolution 2018-02 as amended to revise proposed ballot language was made by Director Otis. The motion was duly seconded by Director Barnhart. A vote was taken, and the motion carried unanimously.

RECORD OF PROCEEDINGS

- B. Review and Consider approval of a Letter of Engagement between Butler Snow and the Triview Metropolitan District related to the issuance of revenue bonds by the Triview Metropolitan District Utility Enterprise.

A Motion to approve a Letter of Engagement with Butler Snow was made by Director Otis. The motion was duly seconded by Director Sexton. A vote was taken, and the motion carried unanimously.

FINANCIAL MATTERS

Checks Greater than \$5,000 - 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 Otis. The motion was duly seconded by Director Barnhart. A vote was taken, and the motion carried unanimously.

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

Mr. McGrady noted that the financial statements are almost two months in arrears and it makes managing cash flow difficult. Mr. McGrady suggested in 2019 that the Board meetings be shifted to the third week of the month so that financial statements will be more current. The Board concurred that this would be helpful.

LEGAL

No report.

PUBLIC RELATIONS

The August newsletter is being developed and will be mailed out the third in late August. Ms. Jones of Ground Floor media will be interviewing Mr. Otis so that work can begin on the development of a mission statement.

The District is also working on more frequent and timely updates to their Facebook Page and Nextdoor.

OTHER BUSINESS

None.

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 Director

RECORD OF PROCEEDINGS

Barnhart, a vote was taken, and the motion carried unanimously. Executive session was entered into at approximately 7:14 p.m.

The executive session was adjourned and the Board returned to regular session at approximately 9:00 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 9:01 p.m.

Respectfully submitted,

James C. McGrady
Secretary for the Meeting

Triview Metropolitan District 8/1 to 8/31/2018
Summary Financial Information - Board Packet

Sales	Amount	Items
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$55,613.75	1615
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$23,770.89	1412
Rate Code 01 Triview Metro - Res Water Base Rate	\$31,700.00	1604
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$31,197.76	1547
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$56,928.52	1365
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$17,093.07	377
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$4,764.37	95
Rate Code 01 Triview Metro - Res Water Use Rate Tier5	\$2,293.69	25
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 04 Triview Metro - Com Sewer Base Rate 1.5"	\$2,327.40	27
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$1,548.12	28
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
Usage Fee Triview Metro - Com Sewer Use Rate	\$15,250.65	59
Usage Fee Triview Metro - Com Water Use Rate	\$15,690.15	59
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$498.56	16
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$1,571.10	15
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$552.90	10
Usage Fee Triview Metro - Com Irr Water Use	\$49,469.49	39
Triview Metro - Quik Way Sewer	\$73.40	1
Title Prep Fee Triview Metro - Title Request Fee	\$1,400.00	30
Triview Metro - 5% Late Fee	\$1,269.41	293
Special Impact Triview Metro - Special Impact Fee	\$1,420.00	150
Triview Metro - Disconnect Fee		
Triview Metro - NSF Fee	\$25.00	1
Total Accounts	\$320,102.25	8834

Rate Code Breakout	# Units
Rate Code 01 - Residential 5/8"	1549
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"	10
Rate Code 12 - Permitted	0
Total Accounts	1654

Aging Report	Amount
Amount Past Due 1-30 Days	\$ (19,118.98)
Amount Past Due 31-60 Days	\$ 41,733.71
Amount Past Due 61-90 Days	\$ 3,388.15
Amount Past Due 91-120 Days	\$ (782.40)
Amount Past Due 120+ Days	\$ (261.55)
Total AR	\$24,958.93

Receipts	Amount	Items
Payment - ACH	\$109,245.08	686
Payment - Check Peoples Bank	\$141,022.51	749
Payment - On Site	\$71,964.23	225
Refund CREDIT	(\$1,746.15)	26
REVERSE Payment	(\$1,168.96)	2
REVERSE Payment - NSF	(\$138.06)	1
Total Receipts	\$319,178.65	1689
Checks versus Online Payments	58.67%	41.33%
	Checks	ACH's

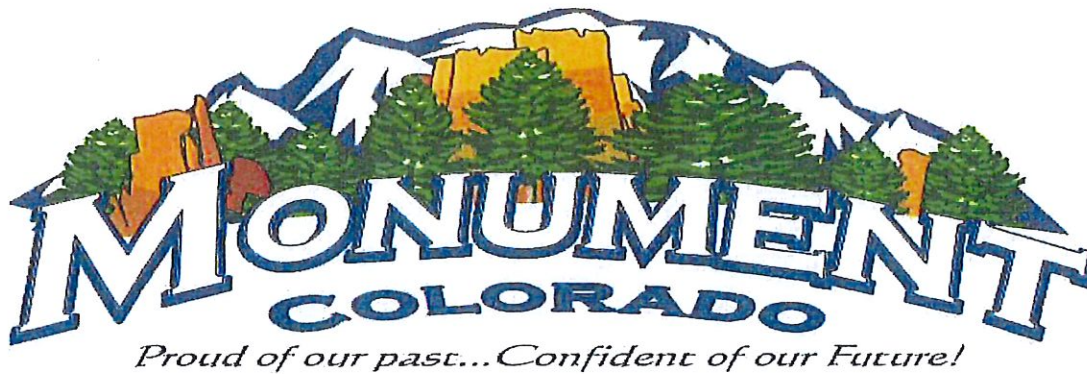
Water	Gallons	Accounts
Gallons sold 7-1 to 7-31-2018 =	41,724,000	1651
Gallons sold 8-1 to 8-31-2018 =	43,353,000	1668

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	6	394,000	0.94%
40,001 - 50,000	19	823,000	1.97%
30,001 - 40,000	69	2,366,000	5.67%
20,001 - 30,000	282	6,907,000	16.55%
10,001 - 20,000	770	11,819,000	28.33%
8,001 - 10,000	119	1,144,000	2.74%
6,001 - 8,000	92	698,000	1.67%
4,001 - 6,000	74	411,000	0.99%
2,001 - 4,000	62	214,000	0.51%
1 - 2,000	33	56,000	0.13%
Zero Usage	23	0	0.00%
Total Meters	1549	24,832,000	59.51%

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	38	4,035,000	9.67%
40,001 - 50,000	2	85,000	0.20%
30,001 - 40,000	2	70,000	0.17%
20,001 - 30,000	2	57,000	0.14%
10,001 - 20,000	7	99,000	0.24%
8,001 - 10,000	2	20,000	0.05%
6,001 - 8,000	2	14,000	0.03%
4,001 - 6,000	1	6,000	0.01%
2,001 - 4,000	2	7,000	0.02%
1 - 2,000	1	2,000	0.00%
Zero Usage	1	0	0.00%
Total Meters	60	4,395,000	10.53%

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	29	12,333,000	29.56%
40,001 - 50,000	1	46,000	0.11%
30,001 - 40,000	1	38,000	0.09%
20,001 - 30,000	3	74,000	0.18%
10,001 - 20,000	0	0	0.00%
8,001 - 10,000	0	0	0.00%
6,001 - 8,000	0	0	0.00%
4,001 - 6,000	0	0	0.00%
2,001 - 4,000	1	4,000	0.01%
1 - 2,000	2	2,000	0.00%
Zero Usage	5	0	0.00%

NO.	ADDRESS	PAYEE	DATE	TOTAL FEES PAID TO TMD	Escrow Account	Lot
16237	Thunder Cat Way	Vantage Homes	08/01/18	\$40,610.34	\$8,000.00	58
1338	Eagle Claw Lane	Vantage Homes	08/01/18	\$40,094.34	\$8,000.00	63
1635	Lazy Cat Lane	Classic Homes TH	08/08/18	\$31,291.75	\$6,000.00	23
1621	Lazy Cat Lane	Classic Homes TH	08/08/18	\$32,152.00	\$6,000.00	24
16574	Dancing Bear Lane	Classic Homes	08/08/18	\$40,424.74	\$8,000.00	28
1375	Catnap Lane	Classic Homes	08/08/18	\$39,988.54	\$8,000.00	39
16231	Thunder Cat Way	Classic Homes	08/08/18	\$41,335.49	\$8,000.00	59
16268	Thunder Cat Way	Saddletree Homes	08/20/18	\$40,068.74	\$8,000.00	17
16463	Woodward Terrace	Classic Homes	08/21/18	\$31,336.43	\$6,000.00	13
16447	Woodward Terrace	Classic Homes	08/21/18	\$31,353.94	\$6,000.00	14
16358	Shadow Cat Place	Saddletree Homes	08/30/18	\$40,350.09	\$8,000.00	67
16214	Thunder Cat Way	Classic Homes	08/29/18	\$40,455.24	\$8,000.00	9
				\$449,461.64		



August 21, 2018

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

Dear Joyce,

The Town will transfer \$198,772.44 to the Triview ColoTrust District Fund account on August 21, 2018 and your funds should be available to you on 08/22/18. This was approved by the BOT on August 20, 2018. The ACH detail is as follows and documentation is enclosed.

Sales Tax Due for June 2018	\$187,070.52
Motor Vehicle Tax for May 2018	\$ 11,313.61
Regional Building Sales Tax for May18	\$ 388.31

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Pam", is written above the printed name.

Pamela Smith
Town Treasurer

PKS/ps
c: file
Enclosures

Monthly Report for August 15, 2018 – September 11, 2018
Triview Metropolitan District

By James C. McGrady
District Manager

(Proprietary and Confidential)

Utility Enterprise Activities

- The TW Summit crews will be working on the commercial area at night when traffic in the shopping area is minimized.
- Continued to work with Butler Snow and Cathy Fromm to complete a draft Official Statement for the District's Revenue Bond offering. Also worked with Ms. Crawford and Cathy Fromm to complete the Tabor Notice.
- Continued meetings with Chris Cummins and John McGinn to finalize the cost sharing agreements for the Western Interceptor. To date consensus has been reached with Creekside Development and Phoenix Bell and Triview 77.
- Met with Kip Peterson of Donala Water and Sanitation to discuss a carriage agreement to wheel water through the Donala Water Distribution System from Colorado Springs Utilities Water Distribution System.
- Discussed revising a Water Lease from the Board of Water Works Pueblo, Colorado from 500 acre feet of fully consumable Transmountain Water to 100 acre feet given the high cost of water of wheeling water through the Colorado Springs System.
- Continued working with JDS hydro to complete a meter vault design for the interconnection between Donala and Triview. It is hoped this meter vault can be installed in the fall of 2018 or winter 2019. The location of the meter vault has changed and will now be installed on the northeast corner of Baptist Road and Gleneagle Drive.
- Received a draft wheeling agreement from Colorado Springs Utilities. The agreement was generally acceptable; however, the cost to wheel the water through their system was very high. It was hoped that the CSU Utility Board would have embraced water regionalization but to date this has not occurred. Since that has not occurred CSU quoted their standard contract rate which, in my opinion, does not reflect their actual cost of service.
- In speaking with Jenny Bishop of Colorado Springs Utilities, it appears that their first attempt at regionalization will be wastewater. Ms. Bishop is currently working on a cost sharing agreement for feasibility and routing study to be done in 2019. This study will look at how to connect the Monument Sanitation Plant,

the Upper Monument Creek Plant, the Air Force Academy Plant, and three lift stations into a single pipeline.

- Worked with JDS Hydro on a water master plan for the region. This plan will be presented to the Board on October 9, 2018.
- Continued work on an agreement between Comanche Resources and the Triview Metropolitan District.

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:
 - Contracted with Brightview Landscaping to remove 10,000 square feet of turf that had died and was invested with weeds at Creekside Park. Installed 3" of soil amendments, grass seed, and hydro mulch. This work completes the rehabilitation of three of the District's parks.
 - Continued to make repairs to irrigation systems throughout the District. Olson Plumbing has been replacing Pressure Reducing Valves that have either failed or can not be adjusted.
 - District crews have been performing weed control through out the District including Jackson Creek Parkway and spraying for crack weeds on District streets.
 - Obtained a bid from Schmidt Construction to repave the Northbound Lane on Jackson Creek Parkway between Baptist Road and Lyons Tail. This bid was refined based on a meeting with representatives from Schmidt Construction, Tom Martinez from the Town of Monument, and myself. Over \$6,000 in savings were identified including a reduction in unit costs. Work is expected to begin on September 17, 2018.
 - Several cross walk were repainted through out the District.
- Evan Miles has begun installing flow sensors throughout the irrigation system. Along with the installation of flow sensors irrigation audits will be done to ensure each and every zone is functioning properly.
- Met with Mr. Mark Button of Visual Environments to look at several landscape projects throughout the District that could be implemented in 2019. Mark will develop several designs for those areas that the Board can consider as part of the 2019 Budget.

General Administration

- Prepared Monthly Board minutes from the August 14, 2018 Regular Board meeting.
- Worked closely with Ground Floor Media to develop the District fifth newsletter. Ground Floor Media has completed interviewing Board members and now a mission statements can be developed along with a vision statement.

Customer Contacts and Communications

- Answered normal customer calls and e-mails.

Regional Meetings Attended

- Pikes Peak Rural Water meetings have been canceled for the summer months.

Triview Metro Water Department

List of Accomplishments for August, 2018

- Pumpage for the month of August – Lo: 0.627 MG Hi: 1.722MG
Total 37.716 MG
- Washwater usage for August - .22070MG

Reported activity for month of August 2018

- A Plant: The plant is operating correctly with no current issues. Pot-holing is in progress to determine if a 6-inch raw water line is connected to the A-1 / D-1 raw water piping. If such piping exists, D-1 well can send an additional 175 GPM through the raw water line to B Plant which can be processed with minor plumbing involved.
- B Plant: Plant is functioning correctly with minor issues, no additional invasive maintenance is planned or scheduled.
- C Plant: Booster pump station is currently functioning properly. The backup generator continues to perform as programmed.
- Fire Hydrant Painting is 100% complete.
- Fire Hydrant Maintenance and Flushing are currently in progress.
- All valve cans throughout the District and the commercial area have been vacuumed out and pressure cleaned.
- PRV Vaults/District Pressure Zones are maintaining their set points, Lyons Tail / Kitchener is still currently isolated. The parts have arrived and the rebuild will be scheduled for September. The PRV at Lyons Tail and Split Creek has been evaluated and is awaiting a contractor's bid to rebuild. Old Post / Agate Creek PRV will be Repaired September 10 - 12.
- Leak Detection has been completed throughout the residential area with 0 Leaks detected. The leak detection service is currently working on the commercial areas and leak detection should be 100% complete by September 15th.

SCHMIDT CONSTRUCTION COMPANY

2635 Delta Drive
Colorado Springs, CO 80910

Phone: 719-392-4207
Fax: 719-392-4245

To: Triview Metro District	Contact: Jim McGrady
Address: P.O. Box 849, 174 N. Washington St. Monument, CO 80132 USA	Phone:
	Fax:
Project Name: Triview Metro District- JCP Mill & Fill Add- REVISED	Bid Number:
Project Location: Intersection Of JCP And Baptist Road, Monument, CO	Bid Date: 8/24/2018

We are pleased to have the opportunity to submit this proposal for your consideration. The terms and conditions on the reverse side hereof are incorporated as a part of this document. If this proposal is acceptable, please return one original with authorized signature to Schmidt Construction Company.

We will perform the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	JCP 20" R&R AREA: Mill Out And Use Millings In Patch Area- Approximately 8"; Over-Excavate And Dispose Of Additional Subgrade To A Total Depth Of 20" From Finish Grade; Install Tensar TX160 Stabilization Grid; Provide, Place And Compact Approximately 4" Of Class 6 ABC; Provide, Place And Compact 6" Of Hot Mix Asphalt Bottom Mats.	130.00	SY	\$102.00	\$13,260.00
02	1.5" Full Mill & 2" Overlay: Mill Qualified Area Of JCP 1.5"; Load, Haul And Dispose Of Millings; Provide, Place And Compact 2" Of Hot Mix Asphalt; Paint Pavement Markings Per Pre-Existing Layout With Standard Marking Paint.	3,260.00	SY	\$22.00	\$71,720.00

Total Bid Price: \$84,980.00

Notes:

- In accordance with Colorado Revised Statute 13-21-111.5 As Amended, Schmidt Construction will not accept a Contract or Purchase order that requires Schmidt to accept responsibility for the negligence of others.
- Additional terms and conditions apply on the reverse side of this proposal.

Payment Terms:

Payment Terms: 30 Days

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: <u>Triview Metropolitan District</u> Signature: <u>James C. McGrady</u> Date of Acceptance: <u>8-28-18</u>	CONFIRMED: SCHMIDT CONSTRUCTION COMPANY Authorized Signature: <u>[Signature]</u> Estimator: James Stewart
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TERMS & CONDITIONS

The total cost of the work includes all materials and labor complete and in-place for each item listed, unless otherwise indicated.

If approved plans, specs, and dimensions are acknowledged on the front of this form, the prices given may be considered firm. If approved plans, specs, and dimensions are not provided, or in the event revisions to the plans and/or specs are made, the total price shall be determined by applying unit prices to actual measured quantities.

Unless otherwise stated, the prices herein will remain in effect for a period of ten days from the date of this quotation.

This quotation is not binding on buyer or seller unless signed by both parties.

Work will be invoiced as performed on a monthly basis and all invoices shall be due and payable on the 30th day following the date of the invoice. Overdue amounts shall bear interest at 1 1/2% on the average daily balance, which is 18% per annum. After 90 days interest will escalate and accrue at the highest rate permitted by law.

No retention may be withheld from payments unless prior arrangements have been made and noted on the face herein. In no case shall retention be held beyond 60 days from the date of last work.

Schmidt Construction Company warrants the work outlined herein to be free of defects due to faulty materials or workmanship for a period of one year from completion of the work.

Schmidt Construction Company shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Schmidt Construction Company's exclusive control, including strikes, fire, flood, embargo, war, Government regulations including allocation, preferences or priorities for Government or shortage or failure of raw materials or fuel, inclement weather, low temperature or frost.

Any technical advice given is for information only. Schmidt Construction Company will assume no responsibility for operation or results when said technical advice is used in connection with the design, installation, or end use of the product sold hereunder.

Unless otherwise indicated, subgrade preparation is quoted based on rough grading provided by others to within +/- 1/10th foot of finish subgrade elevation, and also allowing adequate soil to balance within Schmidt Construction Company work limits. Schmidt Construction Company will not be responsible for importing or exporting material in order to bring subgrade to finish level.

Schmidt Construction Company will not be responsible for existing soil conditions or existing base aggregates furnished by others.

Base installation is for one move-in only on total project. Asphalt installation is for one move-in only on total project. Extra move-ins will be charged at figures to be quoted per move-in for either base or asphalt installation.

Schmidt Construction Company will not be responsible for drainage unless the minimum drainage requirement of 1/10th foot for each 10 feet is attainable in conjunction with our portion of work.

Additional work requested by Purchaser shall be authorized in writing and shall bear the signature of Purchaser's representative. Signature of Purchaser's representative shall constitute acknowledgment of, and authorize compensation based on Schmidt Construction Company's rates, for work performed beyond the scope of this proposal.

Schmidt Construction reserves the right to not commence work on this project if your account is or becomes delinquent, or if you, the lender, owner, general contractor, construction manager, or any party to the contract, are experiencing financial difficulty. Further, if at any time during the course of this project, the payment terms set forth in this Agreement are not strictly complied with, or if you, the lender, owner, general contractor, construction manager, or any party to the contract are experiencing financial difficulty, Schmidt Construction reserves the right to suspend or terminate the provision of labor and materials until the past due account balances are brought current and are maintained in compliance with Schmidt Construction's credit terms under this Agreement, and the financial difficulty has been resolved.

Purchaser agrees to pay a reasonable attorney's fee and all costs of collection in the event the services of an attorney are required by Schmidt Construction Company to enforce this agreement.

It is agreed that no promises, agreements or understandings have been made other than herein contained; that no agent or salesman has any authority to obligate Schmidt Construction Company to any terms, stipulations or conditions not herein expressed.

Failure of Schmidt Construction Company to enforce any of these conditions or to exercise any right shall not affect Schmidt Construction Company rights nor shall any such failure act as a waiver in respect to other future occurrences.

Neither party shall be liable to the other for any delay or failure in performance (other than to make payments when due) to the extent that it is caused by circumstances beyond its reasonable control, or by fire; explosion; flood; earthquake; storm; civil insurrection; act of God; mechanical breakdown; sabotage or vandalism; strike or other labor disturbance (Seller shall not be required to settle a labor dispute or take an action that might involve it in a labor dispute); shortages of, significant cost increases of, or delays in obtaining raw materials or finished products, equipment, labor, transportation or storage; interruption of utility services; interruption or loss of use of facilities; or compliance with any law, regulation or order (regardless of validity) of any governmental or military authority. Further, if Seller at any time decides that its product supply is insufficient to meet the actual or forecasted needs of Seller, its divisions and subsidiaries and its and their customers (whether under contract or not), Seller may allocate its supply among them in any fair and reasonable manner determined by Seller.

JACKSON CREEK PARKWAY

1.5" MILL & 2" OVERLAY

3,260 SY

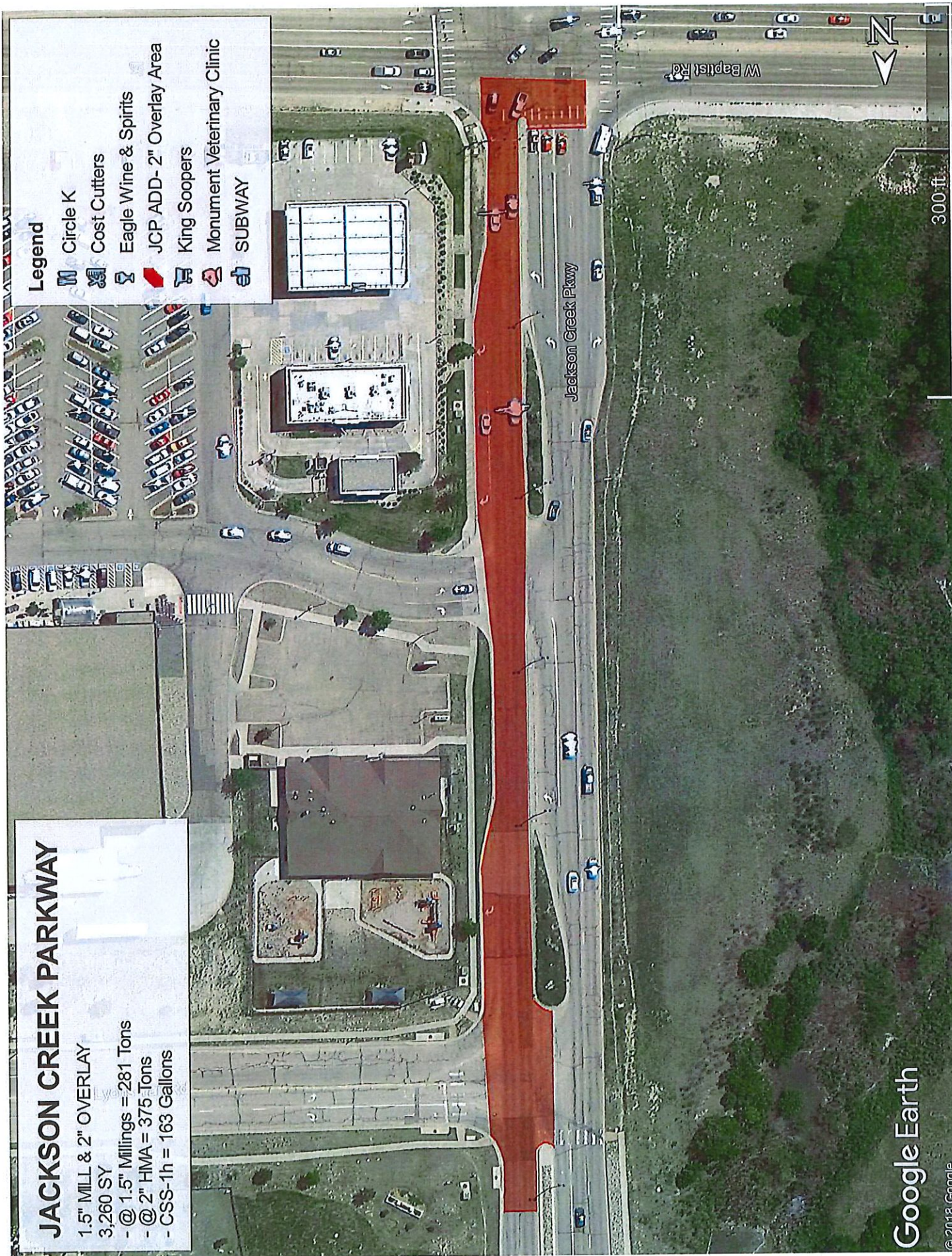
- @ 1.5" Millings = 281 Tons

- @ 2" HMA = 375 Tons

- CSS-1h = 163 Gallons

Legend

- Circle K
- Cost Cutters
- Eagle Wine & Spirits
- JCP ADD- 2" Overlay Area
- King Soopers
- Monument Veterinary Clinic
- SUBWAY



Google Earth


© 2018 Google

JACKSON CREEK PARKWAY

20" REMOVE & REPLACE

- 130 SY
- @ 8" Millings (Remove) = 60 Tons
- @ 12" OverEx = 44 CY
- @ Fabric = 130 SY
- @ 8" Millings (Reuse) = 60 Tons
- @ 4" ABC = 28 Tons
- @ 6" Bottom Mats HMA = 46 Tons

Legend

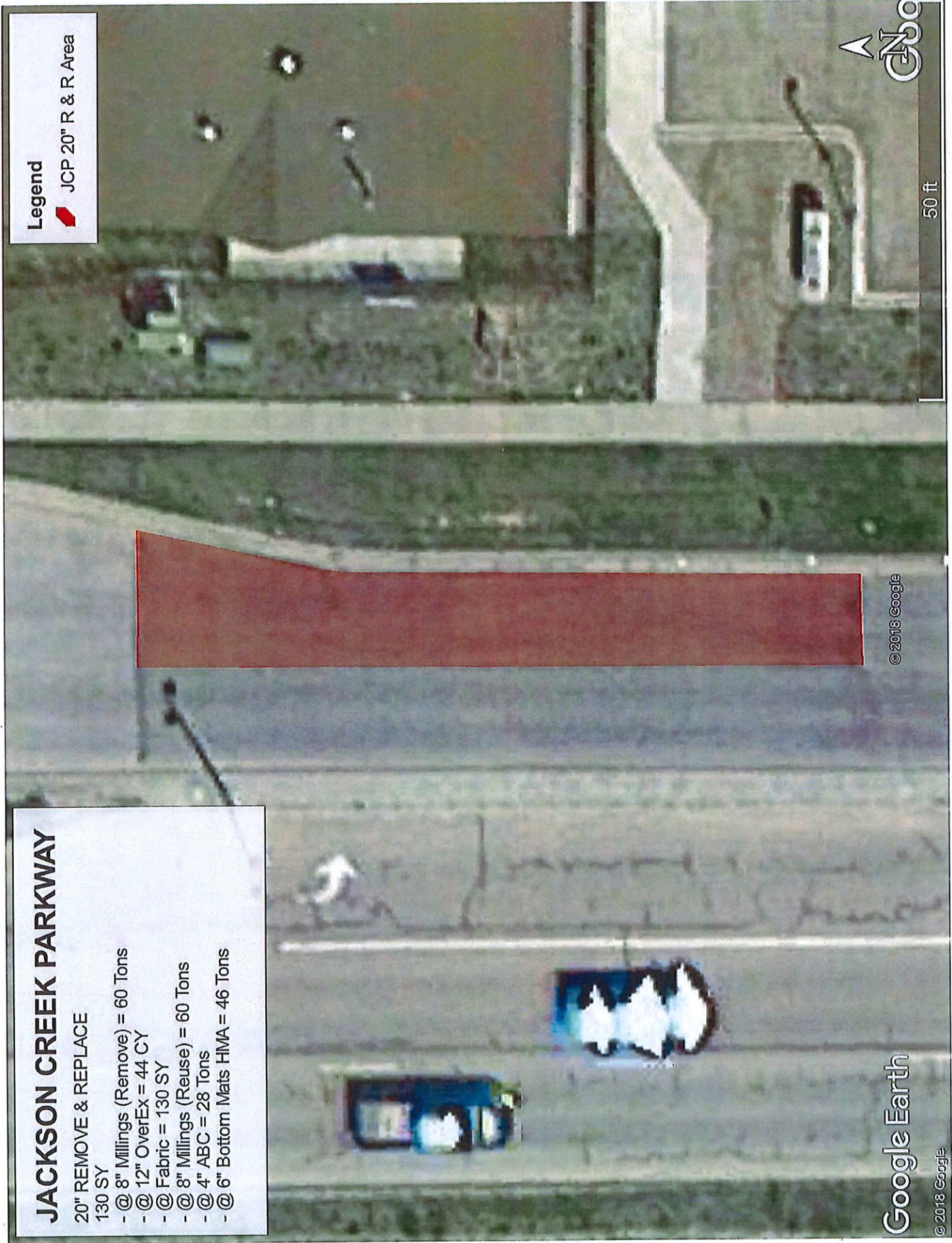
-  JCP 20" R & R Area

Google Earth

© 2018 Google

© 2018 Google

50 ft





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 RATIFIED OVER \$5,000
September 11, 2018

1. Raftelis **\$6,460.76**

Enterprise Fund – Water/Wastewater – Professional Services
Rate/Service Study

2018 Budget	\$35,000.00
2018 Spent YTD	\$27,480.00
Current Disbursement	<u>\$(6,460.76)</u>
2018 Remaining Budget	\$1,059.24

2. Schmidt Construction Company **\$461,920.48**

Capital Projects – Park Improvements
Street Improvements

2018 Budget	\$1,600,000.00
2018 Spent YTD	\$1,346,510.00
Current Disbursement	<u>\$(461,920.48)</u>
2018 Remaining Budget	\$-208,430.48

3. Brightview Landscape Services, Inc. **\$5,029.69**

General - Park & Open Space O &M
Repair of Facilities

2018 Budget	\$30,000.00
2018 Spent YTD	\$14,772.00
Current Disbursement	<u>\$(5,029.69)</u>
2018 Remaining Budget	\$10,198.31

4. Pikes Peak Regional Water Authority **\$5,000.00**

General – Professional Services
Legal Fees

2018 Budget	\$48,000.00
2018 Spent YTD	\$24,000.00
Current Disbursement	<u>\$(5,000.00)</u>
2018 Remaining Budget	\$19,000.00

5. USA Bluebook **\$6,676.01**

Enterprise – Water – Water/Systems
Instrumentation

2018 Budget	\$11,500.00
2018 Spent YTD	\$0
Current Disbursement	<u>\$(6,676.01)</u>
2018 Remaining Budget	\$4,823.99

6. Monson, Cummins & Shohet, LLC **\$19,393.75**

General (District) - Professional Services -
Legal Fees

2018 Budget	\$50,000.00
2018 Spent YTD	\$43,289.00
Current Disbursement	<u>\$(19,393.75)</u>
2018 Remaining Budget	\$-12,682.75

7. American Conservation & Billing Solutions **\$5,235.50**

Enterprise – Water / Wastewater –
Professional Services **(PAID)**

2018 Budget	\$60,000.00
2018 Spent YTD	\$35,382.00
Current Disbursement	<u>\$(5,235.50)</u>
2018 Remaining Budget	\$19,382.50

See Attached Details

RAFTELIS

227 W. Trade Street
Suite 1400
Charlotte, NC 28202



August 14, 2018

Invoice No: 10601

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

Project R-TVCO1801.00 R-TVCO1801.00 Triview Metropolitan District - Financial Plan and Revenue Analysis
Professional Services from July 1, 2018 to July 31, 2018

Professional Personnel

	Hours	Rate	Amount	
Manager				
Rheem, Andrew	11.00	235.00	2,585.00	
Sr. Consultant				
Kirsch, Brian	23.25	180.00	4,185.00	
Totals	34.25		6,770.00	
Total Professional Fees				6,770.00

Project Expenses

Project Travel Expenses			46.87	
			46.87	46.87

Contract	Current	Prior Billings		
Total Billings	6,816.87	32,189.24	39,006.11	
Contract Ceiling			38,650.00	
Adjustment				-356.11
Total this Invoice				\$6,460.76

Outstanding Invoices

Number	Date	Balance
10399	7/11/2018	4,845.00
Total		4,845.00

	Current	Prior	Total	Received	A/R Balance
Billings to Date	6,460.76	32,189.24	38,650.00	27,344.24	11,305.76

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side)

PAGE ONE OF 2 PAGES

OWNER
Triview Metro District
16055 Old Forest Point, Suite 300
Monument, CO 80132

SCC PROJECT NO: 30487

APPLICATION NO: 003

Distribution to:

OWNER

CONTRACTOR
Attn: Jim McGrady
Schmidt Construction
2635 Della Drive
Colorado Springs, CO 80910

VIA ARCHITECT

PERIOD TO: 6/30/2018

ARCHITECT

TRACT FOR:
Triview Metro District- 2018 Roads

CONTRACT DATE: 3/30/2018

CONTRACT NO:

CONTRACTOR

TRACTORS APPLICATION FOR PAYMENT

ation is made for payment, as shown below, in connection with the Contract, union Sheet, AIA Document G703, is attached

IGNAL CONTRACT SUM

\$1,657,638.95

: change by Change Orders

\$93,909.88

NTRACT SUM TO DATE (Line 1 + 2)

\$1,751,548.83

TAL COMPLETED & STORED TO DATE

\$1,751,548.83

olumn G on G703)

TAINAGE

% of Completed Work

\$1,751,548.83

olumns D + E on G703)

% of Stored Material

\$0.00

olumn F on G703)

il Retainage (Line 5a + 5b or

\$0.00

total in Column 1 of G703)

TAL EARNED LESS RETAINAGE

\$1,751,548.83

e 4 less Line 5 Total)

3S PREVIOUS CERTIFICATES FOR PAYMENT

\$1,289,628.35

e 6 from prior Certificate)

RRENT PAYMENT DUE

\$461,920.48

LANCE TO FINISH, INCLUDING RETAINAGE

\$0.00

e 3 less Line 6)

GE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in 12 months by Owner	\$0.00	\$0.00
Approved this Month	\$81,154.88	\$0.00
CHANGES by Change Ord	\$83,909.88	\$0.00
	\$83,909.88	

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 Contractor for Work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

6-27-2018

State of: Colorado
County of: Jefferson
Subscribed and sworn to before me this 27th day of June, 2018
Notary Public: Jessie Winter Whittington
My Commission expires: 6/30/20

JESSIE WINTER WHITTINGTON
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 2008-4022664
My Commission Expires 6/30/2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work had progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation 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.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DOCUMENT 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 violator 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.

G702-1992

143342

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing 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.

Application Number: 003
Application Date: 6/26/2018
Period To: 6/30/2018
Architect's Project No.

Triview Metro District- 2018 Roads
Schmidt Construction Company

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% (G/C)	Balance To Finish (C-G)	Retainage (0%)
			From Previous Application (D+E)	This Period					
BASE BID									
01	5" FULL DEPTH R&R CRACK REPAIR	87,645.60	87,645.60	0.00	0.00	87,645.60	100%	0.00	N/A
02	EDGE MILL (ON-SITE HAUL)	148,377.00	147,108.00	1,269.00	0.00	148,377.00	100%	0.00	N/A
03	FULL MILL (ON-SITE HAUL)	163,401.60	93,926.40	69,475.20	0.00	163,401.60	100%	0.00	N/A
04	1" LEVELING & GLASSGRID	59,332.50	59,332.50	0.00	0.00	59,332.50	100%	0.00	N/A
05	1.5" HMA OVERLAY	44,413.20	44,413.20	0.00	0.00	44,413.20	100%	0.00	N/A
06	2.0" HMA OVERLAY	631,670.00	410,330.00	221,340.00	0.00	631,670.00	100%	0.00	N/A
07	2" FIBER HMA OVERLAY	364,101.50	364,101.50	0.00	0.00	364,101.50	100%	0.00	N/A
08	PAVEMENT MARKING	57,500.00	0.00	57,500.00	0.00	57,500.00	100%	0.00	N/A
09	TRAFFIC CONTROL	38,610.00	31,685.00	6,925.00	0.00	38,610.00	100%	0.00	N/A
10	CRACK FILL STREETS	8,097.10	8,097.10	0.00	0.00	8,097.10	100%	0.00	N/A
11	CRACK FILL ASPHALT TO CONCRETE JOINTS	19,284.80	19,284.80	0.00	0.00	19,284.80	100%	0.00	N/A
12	MASTIC CRACK FILL	4,230.40	4,230.40	0.00	0.00	4,230.40	100%	0.00	N/A
13	SEAL COAT	30,975.25	30,975.25	0.00	0.00	30,975.25	100%	0.00	N/A
	Totals (Base Bid)	1,657,638.95	1,301,129.75	356,509.20	0.00	1,657,638.95	100%	0.00	N/A
ADDITIONAL WORK									
01	ADD - 5" FULL DEPTH R&R CRACK REPAIR	11,501.40	0.00	11,501.40	0.00	11,501.40	100%	0.00	N/A
02	ADD - EDGE MILL (ON-SITE HAUL)	4,071.00	4,071.00	0.00	0.00	4,071.00	100%	0.00	N/A
06	ADD - 2.0" HMA OVERLAY	13,570.00	13,570.00	0.00	0.00	13,570.00	100%	0.00	N/A
09	ADD - TRAFFIC CONTROL	1,200.00	1,200.00	0.00	0.00	1,200.00	100%	0.00	N/A
10	DEDUCT - CRACK FILL STREETS	(205.70)	(205.70)	0.00	0.00	(205.70)	100%	0.00	N/A
12	DEDUCT - MASTIC CRACK FILL	(4,230.40)	(4,230.40)	0.00	0.00	(4,230.40)	100%	0.00	N/A
13	DEDUCT - SEAL COAT	(30,975.25)	(30,975.25)	0.00	0.00	(30,975.25)	100%	0.00	N/A
T&M	9" FULL DEPTH R&R REPAIR	5,068.95	5,068.95	0.00	0.00	5,068.95	100%	0.00	N/A
CO #1	LIONS TAIL DEDUCT / ADD ITEMS	64,578.70	0.00	64,578.70	0.00	64,578.70	100%	0.00	N/A
01	ADD - 5" FULL DEPTH R&R CRACK REPAIR- 603 LF	10,130.40	0.00	10,130.40	0.00	10,130.40	100%	0.00	N/A
CO #2	FORCE ACCOUNT	19,200.78	0.00	19,200.78	0.00	19,200.78	100%	0.00	N/A
	Totals (Additional Work)	93,909.88	(11,501.40)	105,411.28	0.00	93,909.88	100%	0.00	N/A
	Grand Totals	1,751,548.83	1,289,628.35	461,920.48	0.00	1,751,548.83	100%	0.00	N/A

24

BrightView
Landscape Services

25



6714054
August 16, 2018
Page 1 of 2

Proposal for Extra Work at Creek side park seeding project

Property Name Creek side park seeding project Contact jlm mcgrady
Property Address Creek side park To TriView Metropolitan District
Monument, CO 80910 Billing Address 16055 Old Forest Pt Ste 300
Monument, CO 80132

Project Name Creek side park seeding project

Project Description Spray weeds week prior, come back to roto-till seed area, add soil amendments, seed and hydro mulch

C# 18453500

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
6.00	HOUR	Spray technician, spray all weeds in seeding area	\$53.82	\$322.89
3.00	CUBIC YARD	Demolition-Labor and Dump	\$148.60	\$439.80
10,000.00	SQUARE FEET	Prep/Till/Grade Labor	\$14	\$1,387.00
1.00	DAY	Dingo Tiller - Daily Equipment Rate	\$172.21	\$172.21
10.00	CUBIC YARD	Amended top soil - Amendment Installed	\$93.07	\$930.72
4.00	HOUR	Supervision Labor	\$41.00	\$164.00
1.00	LUMP SUM	Felgh/Delivery	\$204.50	\$204.50

For Internal Use only

SO# 6714054
JOB# 400200000
Service Line 130

Total Price \$5,029.69

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
7357 Cole View, Colorado Springs, CO 80915 ph. (719) 448-0500 fax (719) 448-0501

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other licenses and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God as defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
9. **Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
10. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
11. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
13. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible for damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation ports. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.


Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

 Signature Title
 jim mcgrady manager
 August 16, 2018
 Printed Name Date

BrightView Landscape Services, Inc. "BrightView"

 Signature Title
 Matthew Rayno Enhancement Manager
 August 16, 2018
 Printed Name Date

Job #: 400200000 Proposed Price: \$5,029.69
 SO #: 6714054

Pikes Peak Regional Water Authority

c/o Security Water District
Attn: Roy Heald, Treasurer
231 Security Blvd.
Colorado Springs, CO 80911

Invoice

Date	Invoice #
8/1/2018	2018-031

Bill To
Triview Metropolitan District Valerie Remington

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			8/1/2018			
Quantity	Item Code	Description			Price Each	Amount
	Other	ASR RULEMAKING - Legal Fees			5,000.00	5,000.00



Remit To:
P.O. Box 9004
Gurnee, IL 60031-9004
TEL: (847) 689-3000
FAX: (847) 689-3001
TOLL FREE: 1-800-493-9876
F.E.I.N.: 52-2418852

INVOICE

INVOICE NO.	PAGE NO.
660185	1 of 1
CUSTOMER NO.	DATE
920498	08/21/18

View online at: <http://usabluebook.billtrust.com>
Web Enrollment Token: XZZ PHQ ZZQ

BILL TO: 920498

SHIP TO: 6

TRIVIEW METROPOLITAN DIST
PO BOX 849
MONUMENT CO 80132
USA

TRIVIEW METROPOLITAN DISTRICT
STE 300
16055 OLD FOREST PT STE 300
MONUMENT CO 80132-8672
USA

Ordered by: 0017 ROBERT LEWIS

Attention: 0017 ROBERT LEWIS

CUSTOMER P.O. NO.	SHIP DATE	SLP	TERMS	TAX CODE	SALES ORDER NO.	W/H	FREIGHT	SHIP VIA		
EMAIL ROBERT	08/21/18	KKA	NET 30	COEXEMPT	256351	21	FXD/PPD	UPS		
USA STOCK NO.	DESCRIPTION			ORDERED	SHIPPED	BACKORDER	U/M	PRICE	PER	EXTENSION
41281	HF Scientific MicroTOL 3 Auto-Cleaning Turbidimeter ITEM IN STOCK AT THE TIME OF THE QUOTE THIS QUOTE IS BASED ON THE QUANTITIES LISTED. ANY CHANGES TO THE PRODUCT MIX OR QUANTITIES MAY RESULT IN PRICE ADJUSTMENT			3	3	0	EA	2,213.45	EA	6,640.35

THANK YOU for your business!
1.5% MONTHLY FINANCE CHARGE
ON AMOUNTS 30 DAYS PAST DUE
Discounts Apply to Merchandise Only

MERCHANDISE	MISCELLANEOUS	DISCOUNT	TAX	FREIGHT	TOTAL
6,640.35	0.00	0.00	0.00	35.66	6,676.01

Should it become necessary to refer your unpaid balance to a collection agency, a collection fee, not to exceed 25% of the balance referred; plus reasonable attorney's fees; and court costs when necessary, will be added to the balance due.

Please Detach and Return Bottom Portion to Insure Proper Credit to Your Account



****IMPORTANT****

Please include this customer #
on the face of your remittance check.

INVOICE NO.	CUSTOMER NO.	DATE	TOTAL
660185	920498	08/21/18	6,676.01

TRIVIEW METROPOLITAN DIST
PO BOX 849
MONUMENT CO 80132
USA

REMITTANCE ADDRESS

USABlueBook
P.O. Box 9004
Gurnee, IL 60031-9004

Statement Summary

TO: Triview Metropolitan District
c/o Wendy Brown
P.O. Box 849
Monument, CO 80132-0849

DATE	ITEM	DESCRIPTION	AMOUNT	BALANCE
08/06/2018		Balance forward		11,023.45
08/21/2018		District- PMT #39385.	-11,023.45	0.00
09/06/2018		INV #Aug 2018.	19,393.75	19,393.75

\$19,393.75

Monson, Cummins & Shohet, LLC
 13511 Northgate Estates Dr Ste 250
 Colorado Spgs, CO 80921-7666

Detail of Charges

Date	Month
9/6/2018	Aug 2018

BILL TO
Triview Metropolitan District c/o Wendy Brown P.O. Box 849 Monument, CO 80132-0849

				PROJECT
				District
DATE	ITEM	DESCRIPTION	HOURS	BALANCE
8/1/2018	CDC..	Meeting with client and Creekside regarding Western Interceptor; begin drafting Goodwin Knight Inclusion Agreement Revision document; telephone conference with Jim; email with CSI/Creekside.	3	780.00
8/2/2018	CDC..	Email with client regarding Jjackson Creek 31-lot submittal water sufficiency; telephone conference with broker for potential FMIC seller; email client regarding the same.	1	260.00
8/3/2018	CDC..	Draft/revise Inclusion Agreement Revision settlement proposed for Goodwin Knight; email with client regarding the same; email with FMIC broker.	3.6	936.00
8/6/2018	CDC..	Put together demand/supply spreadsheet regarding FMIC share opportunities/purchases; email with Classic regarding Sanctuary Pointe Filing No. 4.	2.3	598.00
			Total	

Monson, Cummins & Shoheit, LLC
 13511 Northgate Estates Dr Ste 250
 Colorado Spgs, CO 80921-7666

Detail of Charges

BILL TO
Triview Metropolitan District c/o Wendy Brown P.O. Box 849 Monument, CO 80132-0849

Date	Month
9/6/2018	Aug 2018

				PROJECT
				District
DATE	ITEM	DESCRIPTION	HOURS	BALANCE
8/7/2018	CDC..	Draft/revise FMIC purchase/supply/demand worksheet; work on Sanctuary Pointe filing #4 analysis regarding in-lieu, etc.; telephone conference with J. McGrady regarding same; email with client and Classic regarding same; review and comment on CS-U questionnaire; email with S. Sims regarding review of FMIC allocation; review/comment on bond questionnaire; email with client and G. Shupp regarding same; telephone conference with J. McGrady.	4.9	1,274.00
8/8/2018	CDC..	Email regarding Enterprise status; review/comment on latest bond questionnaire; email regarding same; telephone conference with Nate Miller regarding allocation of infrastructure in Western Interceptor Agreement.	1.1	286.00
			Total	

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Date	Month
9/6/2018	Aug 2018

				PROJECT
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DATE	ITEM	DESCRIPTION	HOURS	BALANCE
8/9/2018	CDC..	Telephone conference with N. Miller regarding Western Interceptor/water; email to Nate and client regarding the same; email with Sims regarding Comanche status and FMIC offer on all shares; telephone conference with S. Klahn regarding FMIC cooperation in TMD FMIC change case; review/revise draft PBWW lease agreement; miscellaneous email with McGinn regarding buildout demand calculations; telephone conference with J. McGrady; draft/revise proposed Goodwin Knight term sheet; email with Goodwin Knight regarding the same.	4.7	1,222.00
8/10/2018	CDC..	Draft/revise FMIC supply v. demand worksheet; work on review of Comanche FMIC offer documents; email to counsel regarding same; meeting with Goodwin Knight regarding inclusion agreement and Western Interceptor; draft Home Place deed; draft agreement with Home Place, LLC regarding Home Place infrastructure.	6	1,560.00
			Total	

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Date	Month
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				PROJECT
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DATE	ITEM	DESCRIPTION	HOURS	BALANCE
8/13/2018	CDC..	Draft/revise Home Place infrastructure/funding agreement; review PBWW revised draft lease and prior Donala lease; email with client and counsel regarding TABOR language; telephone conference with J. McGrady regarding same and Creekside/Western Interceptor status; draft/revise Western Interceptor regarding potential TMD funding D-2.	6.2	1,612.00
8/14/2018	CDC..	Draft/revise Goodwin Knight draft agreement and Western Interceptor; email with J. McGrady regarding same and continuing review of Comanche offer - FMIC materials; prepare for Executive Board of Director meeting; brief review of Board of Director packet for water issues; email with C. Fromm regarding Western Interceptor/Phoenix Bell; email regarding draft PBWW lease; meeting at Triview Metro District with Board of Directors.	9.4	2,444.00
			Total	

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Date	Month
9/6/2018	Aug 2018

				PROJECT
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DATE	ITEM	DESCRIPTION	HOURS	BALANCE
8/15/2018	CDC..	Email with Goodwin Knight regarding working draft agreement; research on old rules v. new for 18CW3016; email with broker regarding FMIC shares; email to FMIC change case opposers regarding modified case management order; email with Comanche and Kahn regarding FVP return flows; discuss same with S. Monson; email client regarding the same.	3.4	884.00
8/16/2018	CDC..	Telephone conference with J. McGrady; email to Western Interceptor participants regarding status/final version; draft/revise same and assemble exhibits; telephone conference with McGinn.	1.8	468.00
8/17/2018	CDC..	Email with client and Security regarding potential FMIC closing date; telephone conference with J. McGrady; draft spreadsheet regarding FVP supplies; email client regarding the same.	3.8	988.00
8/20/2018	CDC..	Email with client and Marty Chase regarding Norris FMIC shares; telephone conference with M. Chase; draft/revise Western Interceptor Agreement with multiple party comments; email regarding the same.	2.1	546.00
			Total	

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Date	Month
9/6/2018	Aug 2018

				PROJECT
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DATE	ITEM	DESCRIPTION	HOURS	BALANCE
8/22/2018	CDC..	Email with client and McGinn regarding Monument Planning submittals and comments; telephone conference with Jim McGrady; telephone conference with John McGinn; began draft comments to Monument Ridge Goodwin Knight apartments submittal; review McGinn report regarding same; review Classic "Renaissance" design materials; email regarding the same.	3.8	988.00
8/23/2018	CDC..	Finalize and send Monument Ridge apartment comments; draft/revise comments to Sanctuary Pointe Filing 4; email regarding same; email regarding Donala connection ownership; telephone conference with J. McGrady; began drafting Comanche term sheet.	4.5	1,170.00
8/24/2018	CDC..	Review McGinn documents/exhibits re: Western Interceptor; email revised Western Interceptor to parties; review Phoenix Bekll and Shuck comments; email regarding the same.	1.2	312.00
			Total	

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Date	Month
9/6/2018	Aug 2018

				PROJECT
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DATE	ITEM	DESCRIPTION	HOURS	BALANCE
8/27/2018	CDC..	Draft/revise Comanche FMIC term sheet based on new/additional data from G. Smith; email with client regarding same; email with Classic regarding Sanctuary Pointe Filing 4; finalize water analysis of Filing 4 and email; review latest Donala/CS-U draft agreements; telephone conference with J. McGrady regarding the same and Comanche FMIC; email Sims regarding Comanche offer; draft/revise/comments on CS-U agreement.	5.9	1,534.00
8/29/2018	CDC..	Telephone conference with J. McGrady regarding multiple issues; email regarding Western Interceptor; review NEPCO comments on Home Place submittal; email regarding same; review latest Western Interceptor exhibit; draft/revise Western Interceptor and email to parties; discuss Comanche FMIC deal issues with S. Monson.	4.1	1,066.00
8/29/2018	STM...	Review issues with potential Triview change of Comanche FMIC shares in existing Comanche augmentation plans.	0.35	103.25
8/30/2018	CDC..	Telephone conference with S. Sims regarding Comanche FMIC offer; discuss same with S. Monson; email McGrady regarding GK/HP.	1.1	286.00
			Total	

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DATE	ITEM	DESCRIPTION	HOURS	BALANCE
8/31/2018	CDC..	Telephone conference with J. McGrady; discuss Comanche FMIC sale matters with S. Monson; draft and revise term sheet regarding same; draft email to client/Board of Directors regarding same; draft letter to L. Czelatdo regarding Fountain area FMIC shares and Triview's offer; email with client regarding GK status.	3.9	1,014.00
8/31/2018	STM...	Review FMIC water rights and entitlement issues with potential acquisition of additional FMIC shares by Triview, and overview of potential takeover of Comanche augmentation plans by Triview, general issues presented, and need for conflicts waivers to proceed further.	1.75	516.25
8/31/2018	Disc CDC..	Fees Subtotal WE APPRECIATE YOUR CHOOSING US TO REPRESENT YOU IN THIS MATTER, PLEASE NOTE OUR PROFESSIONAL DISCOUNT.		20,847.50 - 1,500.00
	Copies	Color Copies		5.00
	Copies	B/W Copies		27.75
	Adv. Cost	ICCES Filing Fee		13.50
		Costs Subtotal		46.25
			Total	\$19,393.75



PO Box 51356
 Colo Spgs, CO 80949

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

Invoice Number:8638

Invoice Date:Aug 20, 2018

Sold To:

Ship To:

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

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

Quantity	Item	Description	Unit Price	Extension
1,630.00		Billing for 9/01 - 10/01/ 2018	2.75	4,482.50
1.00		Master Bill for TMD	10.00	10.00
118.00		Leak Postcards	1.00	118.00
21.00		Title Request	25.00	525.00
20.00		Shut Off Notices	5.00	100.00
PAID				

	Sales Tax	
	Total Invoice Amount	\$5,235.50
Check No:	Amount Received With Invoice	0.00
	Total	\$5,235.50