

# TRIVIEW METROPOLITAN DISTRICT BOARD OF DIRECTORS

## Regular Board Meeting Agenda

Thursday, July 18, 2024

Triview Metropolitan District Office  
16055 Old Forest Point Suite 302  
Monument, CO 80132  
5:30 p.m. – 8:00 p.m.

## AGENDA

1. Call to Order
2. Declaration of a Quorum, Notice of Posting
3. Waiver of Conflicts
4. Approval of Agenda
5. Public Comment
6. Approval of Consent Agenda
  - June 20, 2024, Regular meeting minutes
  - Billing Summary Rate Code Report (enclosure)
  - Taps for June 2024 (enclosure)
  - Tax Transfer from Monument (enclosure)
7. Operations Reports
  - a. District Manager Monthly Report (enclosure)
  - b. Assistant Manager Monthly Report (Steve Sheffield enclosure)
  - c. Public Works and Parks and Open Space Updates (enclosure Matt Rayno)
  - d. Utility Department Operations Updates (enclosure Rob Lewis)
8. Action Items:
  - a. Review and Consider Resolution 2024-06, a Resolution by the Board of Directors of the Triview Metropolitan District Approving and Ratifying the Annexation of Property Owned by the District known as Chicago Ranch into the Town of Buena Vista, CO (enclosure)

- b. Review and Consider Resolution 2024-07, a Resolution by the Board of Directors of the Triview Metropolitan District Approving the Conveyance of Property Owned by the District known as Chicago Ranch to the Town of Buena Vista, CO and authorization for the District Manager to sign all closing documents (enclosure)

9. Discussion Items:

- a. 2024 Revisions to the District's personnel Policy and Procedures Manual (enclosure)

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. June 2024 Financials (enclosure)

11. Legal Comments (George Rowley, Chris Cummins))

12. Update Board on Public Relation activities.

- Newsletter distribution and Topics
- Ribbon Cutting Northern Delivery System August 14, 2024

13. Executive session of the Board of Directors pursuant to Sections 24-6-402(4)(a), Colorado Revised Statutes, for the purpose of acquisition of water/land, and 24-6-402(4)(b), Colorado Revised Statutes, for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators as it relates to potential development incentives and intergovernmental agreements.

14. Adjournment

Join Zoom Meeting

<https://us02web.zoom.us/j/89694096521?pwd=s3J3IUk7kDhB4l1k8ltD3A0Ht0ZXsM.1>

Meeting ID: 896 9409 6521

Passcode: 210007

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**RECORD OF PROCEEDINGS**

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

**June 20, 2024**

A meeting of the Board of Directors of the Triview Metropolitan District was held on Wednesday, June 20, 2024, beginning at 5:30 p.m. The meeting was conducted via Zoom. This meeting was open to the public. The meeting was called to order at 5:32 PM.

ATTENDANCE

In attendance were Directors:

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

Also, in attendance were on roll call:

James McGrady, District Manager  
Steve Sheffield, Assistant District Manager  
Sara Lamb, District Administrator  
Chris Cummins, District Water Attorney  
George Rowley, Triview General Counsel  
Matt Rayno, Parks, and Open Space/Public Works Superintendent  
Natalie Barszcz, Our Community News  
Ann-Marie Jojola, resident

DISCLOSURE OF CONFLICTS

None.

## RECORD OF PROCEEDINGS

### ADMINISTRATIVE MATTERS

Agenda – Mr. McGrady distributed, for the Board’s approval, the proposed agenda. A motion was made by Mr. Gross for approval of the proposed agenda with the addition of the words “and intergovernmental agreements” to the end of item 12. The motion was seconded by Mrs. Carlton. A vote was taken, and the motion passed 5-0.

### PUBLIC COMMENT

Mrs. Carlton shared with the Board that several of her neighbors had expressed a desire to see radar speed limit signs installed on Sanctuary Rim Dr. near the new park and ballfield.

### Consent Agenda

- a) Prior Meeting Minutes  
May 23, 2024, Regular Board Meeting (enclosure)
- b) Billing Summary Rate Code Report (enclosure)
- c) Taps for February 2024 (enclosure)
- d) Tax Transfer from Monument (enclosure)

A motion was made by Mr. Gross to approve the consent agenda. The motion was duly seconded by Mr. Sexton. A vote was taken, and the motion passed unanimously 5-0.

### OPERATIONS REPORT

#### District Manager Report (enclosure)

- Mr. McGrady presented to the Board an update on the NDS project. 96% completed with pump station. Fence is being installed now. Projected startup is mid-July. Ribbon cutting planned for August 14<sup>th</sup>.
- Mr. McGrady continued to update the Board on the additional water acquired from the AVIC ditch and payment for that additional unanticipated water. The annexation process is moving forward with the anticipated closure of annexation fall of 2024. When that happens, we will be able to start the construction of the recharge ponds and augmentation station.
- Water is being released into the South reservoir from Big Johnson and spring runoff. This water is necessary for normal operations when the NDS goes online.

## RECORD OF PROCEEDINGS

- Mr. McGrady updated the Board on the widening of Leather Chaps Dr for an additional turn lane for the school. The turn lane is not designed for the pickup and drop off of students. Therefore, there will be no sidewalk along the new construction.
- Two agreements are currently being worked on with FMIC. Storage and carriage agreements.

### OPERATIONS REPORT

#### Assistant District Manager (Steve Sheffield)

- Mr. Sheffield presented to the Board that he attended multiple meetings in anticipation of NDS startup.
- Mr. Sheffield reported that there had been a meeting with Valic/Corebridge retirements services as we continue to transition from Lincoln Financial.
- Mr. Sheffield and Wendy Brown have been working with various parties to formulate the scheduling for the ball field at Sanctuary Park. Still some significant details to work out. Hoping to be online August 1<sup>st</sup>.
- Mr. Sheffield attended a meeting with the waste plant staff to look at the discrepancy between influent and effluent meter reads.
- Mr. Sheffield recognized Mrs. Greg Clausen for his work in getting the Consumer Confidence Report (water) delivered to customers.

#### Public Works and Parks and Open Space Updates (Matt Rayno)

- Mr. Rayno reported to the Board a new trailer for the mowing crews is nearly ready for us to pick up.
- Promontory Pointe overlay project is now complete.
- New striping on Creekside Dr is being performed to cover old, outdated striping.
- TMD purchased a new "arrow board" for work on busy streets from Midwest Barricade.
- The Burke Hollow Park shade structure is now complete. The park needs some minor landscaping and irrigation work to complete the park project.

## RECORD OF PROCEEDINGS

### Utilities Department Update (Steve Sheffield)

- Mr. McGrady presented to the Board that Shawn Sexton has decided to retire earlier than anticipated. Shawn had served the District for seven years. This may create some personnel/manpower issues for the Utilities Department.
- Some of the data usually available to the Board from the Utilities Dept. was not available due to Shawn's abrupt departure.
- Flushing in FLMD is complete. Flushing will begin in TMD in the next week. Flushing is a normal part of maintenance of the water distribution system.
- A new pressure sensor was installed at Harness/JCP. This will help to detect any abnormalities in the distribution system.
- WTPA has started to supplement high water demand from the District. Currently the District has about 2 million gallons per day in water demand.

### ACTION ITEMS:

None.

### FINANCIALS AND PAYABLES

Approve and Ratify Checks over \$5,000 – The Board reviewed the payment of claims over \$5,000. A motion to approve checks greater than \$5,000 was made by Mr. Sexton. The motion was duly seconded by Mr. Barnhart. A vote was taken. The motion passed 5-0.

Monthly Cash Position and Unaudited Financial Statements - The Board reviewed the May 2024 unaudited Financial Statements as presented. After some discussion, a motion was made by Mr. Sexton to approve the financials. The motion was duly seconded by Mr. Barnhart. A vote was taken, and the motion passed unanimously 5-0.

### LEGAL COMMENTS

Mr. Rowley brought a legislative change to the Boards attention. HB 1452 related to website accessibility will be pushed to 2025 for implementation. There was also Senate bill 233 and some changes regarding Property Tax Revenues and the State keeping them or returning to taxpayers. There was a

**RECORD OF PROCEEDINGS**

brief discussion with the Board.

PUBLIC RELATIONS:

An update was provided by Mr. McGrady. The newest newsletter should be sent out the week of 6/24/24.

BOARD BREAK

The Board took a brief break before entering Executive Session at 7:34 PM.

EXECUTIVE SESSION:

Entered executive session at 7:47 PM on a motion by Mr. Sexton pursuant to Sections 24-6-402(4)(b) Colorado Revised Statutes, for the purpose of acquisition of water/land. 24-6-402(4)(b), Colorado Revised Statutes for the purposes of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and instructing negotiators as it relates to potential development incentives and intergovernmental agreements.

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The motion was seconded by Mrs. Barnhart. A vote was taken. The motion passed unanimously 5-0.

The Board left the executive session at 9:18 PM. and returned to the regular session.

ADJOURN

There being no further business to come before the Board, a motion to adjourn the meeting was made by Mr. Sexton. The motion was duly seconded by Mrs. Carlton. A vote was taken. The motion passed unanimously 5-0. The meeting was adjourned at 9:18 PM.

Respectfully Submitted

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James C. McGrady  
Secretary for the Meeting

Triview Metropolitan District - JUNE MONTH END  
 Summary Financial Information - Board Packet  
 Base Fee Dates: 6-1 to 7-1-2024  
 Usage Dates: 4-30 to 5-31-2024

Sales	Amount	Transactions
Rate Code 01 Triview Metro - Res Sewer Base Rate	\$129,273.91	2275
Rate Code 01 Triview Metro - Res Sewer Use Rate	\$44,488.49	2239
Rate Code 01 Triview Metro - Res Water Base Rate	\$89,696.79	2276
Rate Code 01 Triview Metro - Res Water Use Rate Tier1	\$92,058.32	2231
Rate Code 01 Triview Metro - Res Water Use Rate Tier2	\$45,331.06	984
Rate Code 01 Triview Metro - Res Water Use Rate Tier3	\$8,550.42	93
Rate Code 01 Triview Metro - Res Water Use Rate Tier4	\$3,566.52	21
Rate Code 01 Triview Metro - Res Water Use Rate Tier5	\$8,045.68	11
Rate Code 02 Triview Metro - Com Sewer Base Rate 1"	\$3,460.80	30
Rate Code 02 Triview Metro - Com Water Base Rate 1"	\$2,400.00	30
Rate Code 04 Triview Metro - Com Sewer Base Rate 1.5"	\$8,306.28	36
Rate Code 04 Triview Metro - Com Water Base Rate 1.5"	\$5,920.00	37
Rate Code 07 Triview Metro - Com Sewer Base Rate 2"	\$8,767.55	19
Rate Code 07 Triview Metro - Com Water Base Rate 2"	\$6,080.00	19
Rate Code 09 Triview Metro - Com Sewer Base Rate 3"	\$2,768.67	3
Rate Code 09 Triview Metro - Com Water Base Rate 3"	\$1,920.00	3
Usage Fee Triview Metro - Com Sewer Use Rate	\$24,143.29	86
Usage Fee Triview Metro - Com Water Use Rate	\$35,948.90	86
Rate Code 03 Triview Metro - Com Irr Water Base 1"	\$1,920.00	24
Rate Code 11 Triview Metro - Com Irr Water Base 1.5"	\$3,200.00	20
Rate Code 10 Triview Metro - Com Irr Water Base 2"	\$5,440.00	17
Usage Fee Triview Metro - Com Irr Water Use	\$40,834.68	57
Triview Metro - Quik Way Sewer	\$213.00	1
Triview Metro - Metering & Billing Fee	\$11,935.00	2387
Title Prep Fee Triview Metro - Title Request Fee	\$800.00	18
Triview Metro - 5% Late Fee	\$2,321.54	216
Special Impact Triview Metro - Special Impact Fee	\$2,440.00	244
Triview Metro - Reconnect Fee	\$350.00	3
Triview Metro - NSF Fee		
<b>Total Accounts</b>	<b>\$590,180.90</b>	<b>13466</b>

Rate Code Breakout of Billed Accounts	# Units
Rate Code 01 - Residential 5/8"	2253
Rate Code 02 - Commercial Account 1"	27
Rate Code 03 - Irrigation Account 1"	23
Rate Code 04 - Commercial Account 1 1/2"	37
Rate Code 06 - Transition Account (Quik Way)	1
Rate Code 07 - Commercial Account 2"	15
Rate Code 08 - Triview No Charge	2
Rate Code 09 - Commercial Account 3"	3
Rate Code 10 - Irrigation Account 2"	17
Rate Code 11 - Irrigation Account 1 1/2"	15
Rate Code 12 - Permitted	
<b>Total Accounts</b>	<b>2393</b>

Aging Report	Amount
Amount Past Due 1-30 Days	\$ 137,809.72
Amount Past Due 31-60 Days	\$ 8,064.16
Amount Past Due 61-90 Days	\$ (3,282.19)
Amount Past Due 91-120 Days	\$ (618.59)
Amount Past Due 120+ Days	\$ (4,073.16)
<b>Total AR</b>	<b>\$137,899.94</b>

Receipts	Amount	Items
Payment - ACH	\$326,918.50	1475
Payment - Vectra Bank	\$126,872.50	459
Payment - On Site	\$58,641.09	132
Refund CREDIT	(\$352.99)	6
REVERSE Payment		
Transfer CREDIT In		
Transfer CREDIT Out		
REVERSE Payment - NSF		
<b>Total Receipts</b>	<b>\$512,079.10</b>	<b>2072</b>
<b>Checks versus Online Payments</b>	<b>28.61%</b>	<b>71.39%</b>
	<b>Checks</b>	<b>ACH's</b>

Water	Gallons	Accounts
Gallons sold 4-30 to 5-31-2024 =	28,376,262	2385
Gallons sold 5-31 to 6-28-2024 =	44,464,697	2393

Usage Breakout in Gallons for Residential	# of Accounts	Combined Use	% of Usage
Over 50,000	12	1,032,029	3.64%
40,001 - 50,000	5	215,817	0.76%
30,001 - 40,000	11	375,447	1.32%
20,001 - 30,000	72	1,689,945	5.96%
10,001 - 20,000	550	7,294,150	25.71%
8,001 - 10,000	340	3,026,433	10.67%
6,001 - 8,000	371	2,603,330	9.17%
4,001 - 6,000	382	1,907,662	6.72%
2,001 - 4,000	304	943,699	3.33%
1 - 2,000	180	195,128	0.69%
Zero Usage	21	0	0.00%
<b>Total Meters</b>	<b>2248</b>	<b>19,283,640</b>	<b>67.96%</b>

Usage Breakout in Gallons for Commercial	# of Accounts	Combined Use	% of Usage
Over 50,000	34	4,426,368	15.60%
40,001 - 50,000	5	220,357	0.78%
30,001 - 40,000	9	306,293	1.08%
20,001 - 30,000	5	121,361	0.43%
10,001 - 20,000	5	67,796	0.24%
8,001 - 10,000	1	9,730	0.03%
6,001 - 8,000	3	20,614	0.07%
4,001 - 6,000	3	15,159	0.05%
2,001 - 4,000	7	18,792	0.07%
1 - 2,000	6	6,528	0.02%
Zero Usage	4	0	0.00%
<b>Total Meters</b>	<b>82</b>	<b>5,212,998</b>	<b>18.37%</b>

Usage Breakout in Gallons for Irrigation	# of Accounts	Combined Use	% of Usage
Over 50,000	17	3,445,714	12.14%
40,001 - 50,000	2	92,459	0.33%
30,001 - 40,000	3	98,766	0.35%
20,001 - 30,000	5	124,330	0.44%
10,001 - 20,000	6	72,859	0.26%
8,001 - 10,000	0	0	0.00%
6,001 - 8,000	1	7,276	0.03%
4,001 - 6,000	5	26,171	0.09%
2,001 - 4,000	3	6,923	0.02%
1 - 2,000	8	5,126	0.02%
Zero Usage	5	0	0.00%



## Triview Metropolitan District

JUNE 2024 TAPS PAID

NEW TAPS REPORT

1	16325 Treetop Glory Court	Sanctuary Pointe - SFD	\$	45,602.08
2	16317 Treetop Glory Court	Sanctuary Pointe - SFD	\$	47,679.03
3	16290 Talons Bluff Lane	Home Place Ranch - SFD	\$	49,468.68
4	26 W Lost Pines Drive	Home Place Ranch - SFD	\$	48,706.90
5	16480 Monument Rock Court	Home Place Ranch - SFD	\$	50,055.06
6	16205 Bassett Mill Way	Home Place Ranch - SFD	\$	49,598.98
7	16249 Talons Bluff Lane	Home Place Ranch - SFD	\$	48,359.61
8	16263 Talons Bluff Lane	Home Place Ranch - SFD	\$	48,437.43
9	16349 Basset Mill Way	Home Place Ranch - SFD	\$	48,706.90
10	16381 Cattle Creek Court	Home Place Ranch - SFD	\$	48,960.46
11	16248 Talons Bluff Lane	Home Place Ranch - SFD	\$	48,359.61
12	16925 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	47,726.37
13	16707 Greyhawk Drive	Creekside/Jackson Creek North - SFD	\$	45,287.79
14	629 Old Grotto Drive	Creekside/Jackson Creek North - SFD	\$	45,922.12
15	16995 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	48,062.78
16	16939 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	47,029.27
17	993 RAMBLING OAK DR	Creekside/Jackson Creek North - SFD	\$	45,151.38
18	619 Old Grotto Drive	Creekside/Jackson Creek North - SFD	\$	45,922.12
19	16953 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	46,553.11
20	16967 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	45,922.12
21	16981 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	47,676.16
22	16910 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	47,371.55
23	16924 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	45,922.12
24	16938 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	47,371.55
25	16952 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	46,553.11
26	16966 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	45,922.12
27	16980 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	46,553.11
28	16994 Starfall Drive	Creekside/Jackson Creek North - SFD	\$	47,029.27
29	16856 Greenfield Dr	Creekside/Jackson Creek North - SFD	\$	45,316.24
30	16846 Greenfield Dr	Creekside/Jackson Creek North - SFD	\$	45,699.52
31	16836 Greenfield Dr	Creekside/Jackson Creek North - SFD	\$	45,649.31
32	16876 Greenfield Dr	Creekside/Jackson Creek North - SFD	\$	45,646.80
33	16866 GREENFIELD DR	Creekside/Jackson Creek North - SFD	\$	52,567.31
34	16793 Mystic Canyon Dr	Creekside/Jackson Creek North - SFD	\$	45,646.80
35	16783 Mystic Canyon Dr	Creekside/Jackson Creek North - SFD	\$	45,887.81
36	16773 Mystic Canyon Dr	Creekside/Jackson Creek North - SFD	\$	45,649.31
37	16886 Greenfield Dr	Creekside/Jackson Creek North - SFD	\$	45,699.52
38	16896 Greenfield Dr	Creekside/Jackson Creek North - SFD	\$	45,649.31
			<b>TOTAL</b>	<b>\$ 1,789,322.72</b>



July 15, 2024

Triview Metropolitan District  
P. O. Box 849  
Monument, CO 80132

Per the current Intergovernmental Agreement (IGA) between the Town of Monument and Triview Metropolitan District, the Town will transfer \$300,347.49 to the Triview Vectra account on or before July 31, 2024. The ACH details are as follows and documentation is enclosed.

Sales Tax for May 2024	\$	248,148.28
Regional Building Use Tax for June 2024	\$	4,343.86
Motor Vehicle Tax for June 2024	\$	16,311.10
Site ID Reconciliation Jan - Apr	\$	31,544.25

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

Sincerely,

Patrick Regan  
Acting Town Manager



## Assistant Manager Training Report June 2024

- Attended multiple NDS start up coordination meetings with Kiewit staff, CSU staff, Timberline staff, electricians and other stakeholders. On schedule to start taking water end of July.
- Attended an Upper Monument Creek wastewater plant visit to walk the facilities with Bill Burk for feedback on the meter discrepancies issues. Resulted in a recommendation to have a third party calibrate all meters into and out of the plant.
- Attended another day of Water Education Class online. Excellent study materials. Learning a lot about water rights and law. Will be attending an on-site class in Winter Park end of July.
- Attended multiple coordination and strategy meetings regarding the annexation of the Chicago Ranch into the Town of Beuna Vista. Will be attending in person the next Town Council meeting (Aug. 13).
- Attended monthly RESPEC operations meeting with Triview and Forest Lakes staff. All systems are running smoothly, nothing to report to the Board.
- Interviewed three candidates for the Water Dept. Superintendent/ORC position. All three candidates were excellent. Hopefully we will make a decision on who the replacement will be shortly.



## Triview Metro Public Works July 2024 Report

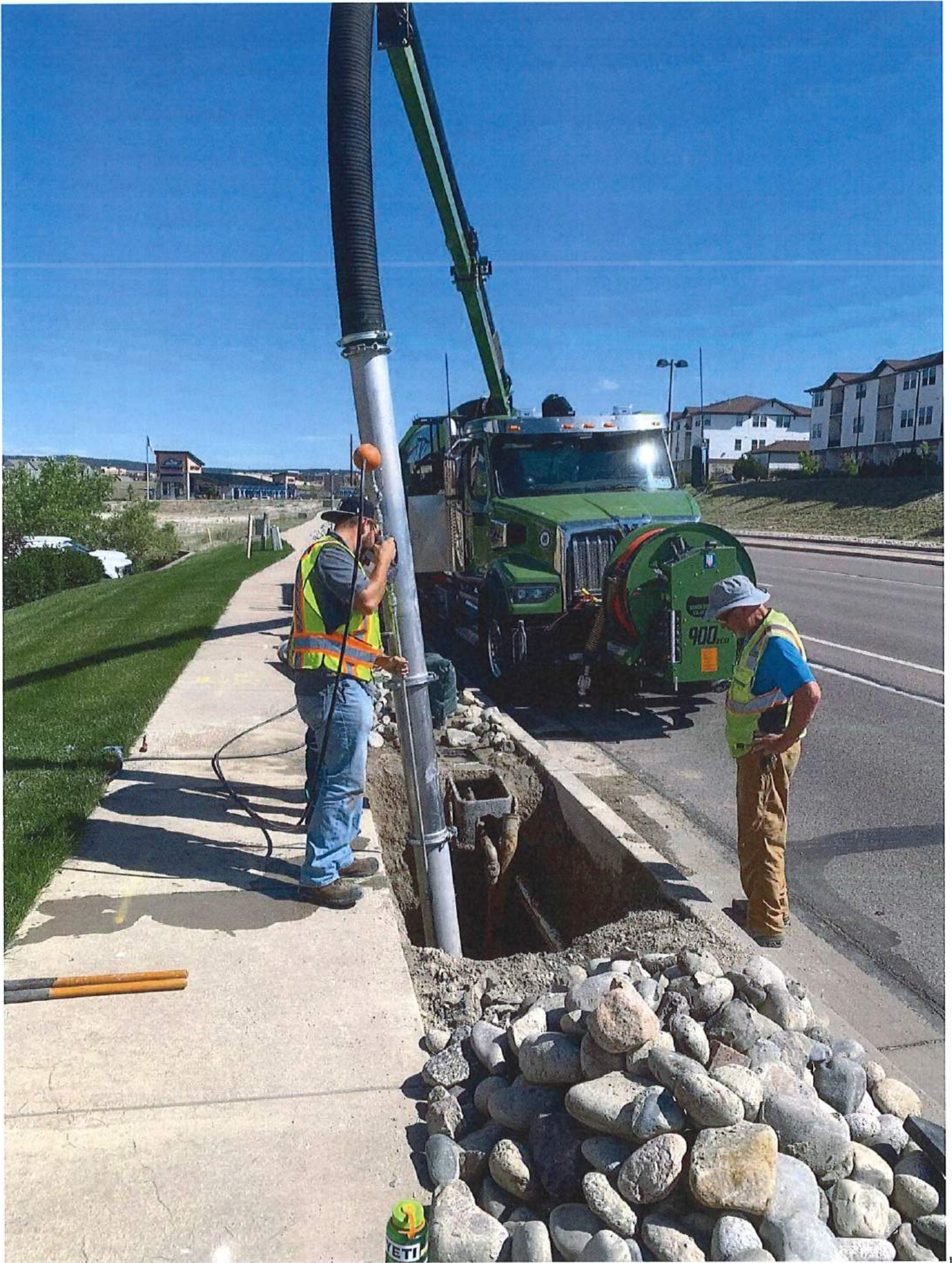
### List of July Projects:

- Continued trail enhancements projects.
- Tree and shrub replacements counts for fall replacements
- Weekly/Daily: Daily trash pick-up around the District and bi-weekly cleaning of trash cans and doggie pot stations
- Grade trails throughout district completed, more improvements needed.
- Install Baseline smart controller sanctuary for irrigation system. This will be the second one installed. Looking to upgrade to these controllers over the next couple of years.
- weed control
- Irrigation improvements Glen Eagle heads and nozzles.
- Temp. irrigation system installed at the NDS pump station.
- District sidewalk and curb edging.
- Street Sweeping district mains
- Fleet maintenance
- Tree and shrub pruning.
- Park touch ups at Train Park for day and night out at the park on August 3<sup>rd</sup>.
- Irrigation tap leaking on JCP. All departments jumped in for the repair.
- District concrete repairs started July 10<sup>th</sup>.
- Finish installing park rules signs.



*Focus for August:*

- Tree replacements orders and scheduling.
- Continued irrigation scheduling and adjustments
- Weed control on and off lawn
- Equipment prep for snow removal
- Fall Aeration
- Trail improvements Piute, B Plant trails
- Trail material installed
- Preparing for November district crack seal
- Continued district pruning.
- Sign up snow employees for fall snow conference and training.
- 4 public works employees to complete class B CDL.
- Working on 2025 budget.





## Water Utility Operations Report June 2024

- Total well pumping for June 2024: 54.595 million gallons (MG)
- Water Produced for June 2024: 48.230 million gallons (MG) (28.926 MG for '23)
- Water Billed for June 2024: 45.036 MG (24.530 MG for '23)
- Percent loss for June 2024: 7% (16% for '23)
- Leather Chaps valve replacement. Valve bonnet bolts were completely corroded out. A new gate valve was installed and properly wrapped for corrosion prevention.
- 2" irrigation line repairs near Taekwondo Center. The crew worked in conjunction with the Public Works Dept. to dig up and repair defective copper line flare fitting.
- Crews completed chlorine injection pump skid at C plant in anticipation for NDS pump station startup. This will allow additional dosing of chlorine at C plant if necessary. Water quality from CSU to be determined.
- Cell tower placement on C plant water tank is now mostly completed. TMD crew supervised the Dish crew's installation and were available for specific locate requests. There are some "right of way" issues that need to be resolved for equipment to go into full use.
- NDS pump station pipes filled and chlorinated for startup. Water will "cook" overnight, then be flushed. Will then have a Bacteriological (Bacti) Test performed before entering service.
- Actual NDS pump station startup scheduled for July 29, as of the latest schedule.

**RESOLUTION 2024-06**

**RESOLUTION BY THE BOARD OF DIRECTORS OF THE TRIVIEW  
METROPOLITAN DISTRICT APPROVING AND RATIFYING THE ANNEXATION  
OF PROPERTY OWNED BY THE DISTRICT KNOWN AS CHICAGO RANCH INTO  
THE TOWN OF BUENA VISTA, CO**

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WHEREAS, in December 2020, Triview Metropolitan District (the "District") acquired the land and water rights associated with approximately 293.96 acres of real property located in unincorporated Chaffee County, Colorado, commonly known as Chicago Ranch (the "Property"), in order to control the water rights associated with the Arkansas Valley Irrigation Canal Company's Ditch and change the water rights to municipal uses for the District's purposes; and

WHEREAS, beginning in March 2021, the District began discussions with the Town of Buena Vista, Colorado (the "Town") and Chaffee County, Colorado around potential uses of the Property that would benefit the community and also allow the District to develop and use the water rights pursuant to the Water Rights Change Case (defined below), including potential shared use of the water diversion and measurement infrastructure, and recharge facilities to be located on the Property; and

WHEREAS, on August 31, 2021, the District filed an application in the Water Court, Water Division No. 2, Case No. 21CW3044, seeking a change of the water rights that had historically been used to irrigate the Property ("Water Rights Change Case"), and on March 29, 2024, the Water Court entered the final decree in the Water Rights Change Case which included a revegetation plan agreed to by the District, the Town and Chaffee County; and

WHEREAS, the discussions between the Town and the District led to the parties cooperating in the development of the Buena Vista Rodeo Grounds & Chicago Ranch Master Plan ("Master Plan"), a Master Plan for the Property and adjacent rodeo grounds owned by the Town which was approved by the Town Board on March 14, 2023 via Resolution No. 20, Series of 2023; and

WHEREAS, the District contracted with a third party consultant to develop the Master Plan which included the study of the Property for various recreational amenities for the benefit of the public, which may include, but are not limited to, open space areas, dog parks, hiking and biking trails, and other uses that are selected through the Town's public process; and

WHEREAS, these discussions also led the District and the Town to conclude that in order to best achieve the vision of the Master Plan and the District's development and use of the water rights pursuant to the Water Rights Change Case, annexation of the Property from unincorporated Chaffee County into the municipal boundaries of the Town so that the Town is the regulating agency for land use activities would be appropriate; and

WHEREAS, on June 7, 2024, the District's Manager signed and submitted to the Town an annexation petition (the "Petition"), a copy of which is attached hereto as **Exhibit A**, a draft

annexation agreement (the “Annexation Agreement”), a copy of which is attached hereto as **Exhibit B**, and related required materials including a zoning application, requesting to annex and zone the Property OSR (Open Space / Recreation, which includes, as a use by right, public water services facilities) and include it within the Town municipal boundaries; and

WHEREAS, on July 9, 2024, the Town Board adopted Resolution No. 56, Series 2024, accepting the Petition and related materials as complete and to be in substantial compliance with the procedural requirements for annexation pursuant to Title 31, Article 12, C.R.S. and setting the public hearing to consider the Petition on August 13, 2024; and

WHEREAS, the Board has reviewed the Petition and all relevant information related thereto; and

WHEREAS, the Board of the District desires to ratify the District Manager’s execution of the Petition and related materials and approve the Petition to annex and zone the Property into the municipal boundaries of the Town and approve execution of the Annexation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Incorporation. The foregoing recitals are incorporated herein by this reference.
2. Ratification and Approval of Petition. The Board hereby ratifies the District Manager’s execution of the Petition attached as **Exhibit A** and related materials and approves the Petition to annex and zone the Property into the municipal boundaries of the Town.
3. Approval of Annexation Agreement. The District Manager is hereby authorized to enter into the Annexation Agreement on the District’s behalf in substantially the form attached as **Exhibit B**, subject to minor modifications, including technical or grammatical changes, but not including any substantive changes which are not consistent with the intent of this Resolution or the Annexation Agreement, as the Chair, in consultant with the District Manager and the District’s Attorney, may determine to be necessary and appropriate to protect the interests of the District or to effect the purposes of this Resolution.
4. District Manager Authority. The District Manager is hereby authorized and directed to execute necessary documents and take all actions necessary for the District to affect the annexation and zoning of the Property, including all actions identified in the Petition or Annexation Agreement, or required by the Town that are not specifically designated as requiring review, approval, or decision by the Board or required by law to be performed by the Board.
5. Effective Date of Resolution. This Resolution shall become effective as of the date hereof.

*Remainder of page intentionally left blank. Signature page follows.*

ADOPTED this 18<sup>th</sup> day of July 2024.

TRIVIEW METROPOLITAN DISTRICT

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_  
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

**CERTIFICATION OF RESOLUTION**

I hereby certify that the foregoing constitutes a true and correct copy of the Resolution and Order for Inclusion of Real Property adopted by the Board at a meeting held on July 18, 2024, at 5:30 p.m., at 16055 Old Forest Point, Suite 302 Monument, CO 80132 and via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_ day of November 2024.

\_\_\_\_\_  
Signature

**EXHIBIT A TO RESOLUTION**

**(Annexation Petition)**

## ANNEXATION PETITION

TO: THE BOARD OF TRUSTEES OF THE TOWN OF BUENA VISTA, COLORADO:

The undersigned landowner (the "Petitioner"), being the owner of more than fifty percent (50%) of the property proposed to be annexed, exclusive of public streets and alleys, which property is described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"), hereby petitions the Board of Trustees (the "Board") of the Town of Buena Vista, Colorado (the "Town"), for annexation of the Property in accordance with the provisions of Section 15 of the Buena Vista Municipal Code and Title 31, Article 12, Part 1, C.R.S., as amended.

In support of this petition, the Petitioner states the following:

1. It is desirable and necessary that the Property be annexed to the Town.
2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., exist or have been met:
  - a. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the Town.
  - b. Contiguity with the Town is not established by: (i) use of any boundary of an area which was previously annexed to the Town that, at the time of its annexation, was not contiguous at any point with the boundary of the Town, was not otherwise in compliance with Section 31-12-104(1)(a), C.R.S., and was located more than three miles from the nearest boundary of the Town ("Non-Contiguous Area"); or (ii) use of any boundary of territory subsequently annexed directly to, or indirectly connected through subsequent annexations to, a Non-Contiguous Area.
  - c. The proposed annexation will not create any disconnected municipal satellites.
  - d. A community of interest exists between the Property and the Town.
  - e. The Property is urban or will be urbanized in the near future.
  - f. The Property is integrated or is capable of being integrated with the Town.
  - g. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner unless separated by a dedicated street, road, or other public way.
  - h. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty acres or more which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of

\$200,000 for the preceding tax year has been included in the Property without the written consent of the landowner.

- i. No annexation proceedings have been commenced for the annexation of all or any portion of the Property to another municipality.
- j. Annexation of the Property shall not result in the detachment of area from any school district or the attachment of area to another school district.
- k. No portion of the Property is more than three miles in any direction from any point of the Town boundary as such was established more than one year before this annexation will become effective.
- l. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the boundaries of the Property.
- m. The Property is not presently a part of any incorporated town, city and county, or city.

3. The Petitioner comprises one hundred percent (100%) of the landowners owning one hundred percent (100%) of the territory included in the area proposed to be annexed, exclusive of streets and alleys.

4. Annexation of the Property will not create an unreasonable burden on the physical, social, economic, or environmental resources of the Town.

5. Accompanying this Petition are four copies of an annexation plat map showing the seal of a registered engineer or land surveyor, containing the following information:

- a. A written legal description of the boundaries of the Property;
- b. A showing of the boundary of the Property;
- c. A showing of the location of each ownership tract in unplatted land and, if part or all of the Property is platted, the boundaries and the plat numbers of plots or of lots and blocks;
- d. Next to the boundary of the Property, a drawing of the contiguous boundary of the Town and any other municipality abutting the Property.

6. Prior to the hearing before the Board on whether to annex the Property, the Petitioner and the Town shall have entered into an annexation agreement which shall govern and control the development of the Property within the Town (the "Annexation Agreement"). Annexation of the Property shall be conditioned upon the Board's approval of the Annexation Agreement. Upon the effective date of the ordinance annexing the Property and approving the Annexation Agreement (the "Annexation Ordinance"), the Property shall be subject to all of the terms and provisions of the Annexation Agreement. The Annexation Agreement shall be recorded to run with the Property and to provide notice to future purchasers of the Property.

7. In the event that an Annexation Agreement satisfactory to both the Petitioner and the Town is not agreed to on or before the date of the second reading of the Annexation Ordinance, the Petitioner shall have the right to withdraw this Petition at its option and this Petition shall be deemed to be null and void as of the date of this Petition and of no force and effect as if it had never been executed and filed with the Town. In such event, no filing fees shall be refunded to the Petitioner by the Town.

8. No vested rights to use or develop the Property in any particular way, as defined in Section 24-68-101, et seq., C.R.S., have been requested by the Petitioner from any governmental entity, other than those requested and included in the Annexation Agreement

9. The Petitioner signed this Petition no more than one hundred eighty (180) days prior to the date of filing.

10. The Petitioner shall pay all fees and costs incurred by the Town in processing this Petition through the annexation hearing before the Board.

11. Except as modified by the terms and provisions of the Annexation Agreement, upon the effective date of the Annexation Ordinance, the Property shall become subject to all ordinances, resolutions, rules, and regulations of the Town.

12. The Petitioner acknowledges that, upon the effective date of the Annexation Ordinance and subject to the terms and provisions of the Annexation Agreement, the Property, the owners thereof, and the uses thereon shall be subject to all taxes and fees imposed by the Town. The Property, the owners thereof, and the uses thereon are also bound by any taxes imposed and voter authorization obtained pursuant to Article X, Section 20 of the Colorado Constitution prior to the annexation of the Property. The Petitioner hereby waives any claims it may have under Article X, Section 20 of the Colorado Constitution related to such taxes and voter authorization.

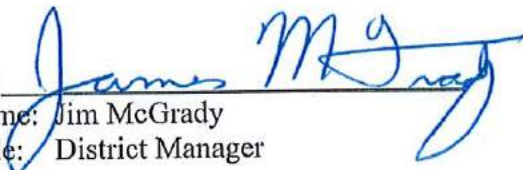
WHEREFORE, the Petitioner respectfully requests that the Board approve the annexation of the Property.

Petitioner:

Mailing Address: P.O. Box 849  
Monument, CO 80132  
Attn: Jim McGrady

Triview Metropolitan District,  
a quasi-municipal and political subdivision of  
the State of Colorado

Date: June 5, 2024

By:   
Name: Jim McGrady  
Title: District Manager



**EXHIBIT A**

**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 19 IN TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF CHAFFEE, STATE OF COLORADO.

EXCEPTING. THEREFROM THAT PORTION OF LAND KNOWN AS "RAY'S RIDGE, A RURAL MINOR SUBDIVISION", ACCORDING TO THE PLAT FILED IN THE OFFICE OF THE CLERK AND RECORDER ON JANUARY 22, 2007, AS RECEPTION NO. 364114 AND THE WESTERLY 30 FEET OF COUNTY ROAD NUMBER 321.

SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST OF 1/4 OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 S 89°04'02" E, A DISTANCE OF 5437.05' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 321; THENCE S 01°06'16" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2628.30' TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE ALONG SAID SOUTH LINE N 89°16'33" W, A DISTANCE OF 1325.16' TO THE SOUTHEAST CORNER OF RAY'S RIDGE SUBDIVISION AS RECORDED UNDER RECEPTION NO. 364114, THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING 12 COURSES; (1) N 00°55'30" E, 658.34'

(2) N 89°12'43" W, 678.61' (3) N 89°12'36" W, 678.54'

(4) N 00°04'59" W, 31.71' (5) S 71°50'13" W, 491.64'

(6) S 84°21'05" W, 152.51' (7) S 79°15'51" W, 129.05'

(8) S 61°36'27" W, 273.88' (9) N 88°41'50" W, 89.73'

(10) S 55°59'02" W, 195.23' (11) S 74°09'48" W, 129.01'

(12) S 00°17'35" W, 211.31' TO A POINT OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE N 89°10'26" W, A DISTANCE OF 1395.74' TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 19; THENCE ALONG THE WEST LINE OF SAID SECTION 19 N 00°58'06" E, A DISTANCE OF 1323.59' TO THE SOUTH 1/16 CORNER OF SECTIONS 19 & 24; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 19 N 00°58'10" E, A DISTANCE OF 1323.83' TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 128050667.3 SQ. FEET OR 293.96 ACRES MORE OR LESS.

**EXHIBIT B TO RESOLUTION**  
**(Form of Annexation Agreement)**

## ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Triview Metropolitan District, a Colorado special district (hereinafter referred to as the "Petitioner"), and the Town of Buena Vista, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town") (individually, a "Party" and collectively, the "Parties").

WHEREAS, a petition has been filed with the Town (the "Annexation Petition"), pursuant to C.R.S. § 31-12-107(1), for annexation of the unincorporated lands described in **Exhibit A** attached hereto and incorporated herein by reference (said lands being hereinafter referred to as the "Property"), which is commonly known as the Chicago Springs Ranch;

WHEREAS, the Petitioner is the owner of one hundred percent (100%) of the Property;

WHEREAS, the Parties have determined annexation would be beneficial for both Parties;  
and

WHEREAS, the Parties have worked cooperatively to plan for development of the Property consistent with the Town's Comprehensive Plan and the Buena Vista Rodeo Grounds & Chicago Ranch Master Plan, as described in this Agreement, and to evaluate opportunities for the development and use of water rights and supplies including shared use of the water diversion and measurement infrastructure, and recharge facilities to be located on the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the Parties hereto to be kept and performed by each of them, the Parties agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the terms and conditions of the Annexation Petition, this Agreement, and the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, et seq., as amended.
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of annexation and development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements contained in Town ordinances, as currently in effect, or as hereinafter amended, and any and all applicable state statutes.
3. Zoning – Condition Precedent. The Petitioner hereby consents to zoning the Property under the Open Space/Recreation ("OSR") District to include, as a use by right, public water services facilities. Petitioner is entering into this Agreement and is undertaking the obligations imposed upon Petitioner herein in reliance upon the Town's concurrent adoption of: (i) an ordinance annexing the Property into the Town, and (ii) an ordinance approving the zoning of the Property as set forth in this section. Performance of Petitioner's obligations hereunder is

expressly conditioned upon the Town's adoption of the ordinances described in this paragraph 3. If the Town fails to adopt the ordinances described in this paragraph 3, the petition for annexation shall be deemed withdrawn and the annexation process shall be terminated. Unless and until all of the conditions set forth in this paragraph 3 have been satisfied, none of the parties to this Agreement shall record, or cause to be recorded, the items described in C.R.S. § 31-12-113. Nothing set forth herein shall be deemed to limit the Town's authority to rezone the Property in the future.

4. Master Plan. The Parties have cooperated in the development of the Buena Vista Rodeo Grounds & Chicago Ranch Master Plan ("Master Plan"), a master plan for the Property and adjacent rodeo grounds owned by the Town. Petitioner contracted with a third party consultant to develop a master plan which includes the study of the Property for various recreational amenities for the benefit of the public, which may include, but are not limited to, open space areas, dog parks, hiking and biking trails, and other uses that are selected through the Town's public master planning process. Petitioner paid for all the costs associated with the development of the Master Plan by the third party consultant in an amount of One Hundred Thousand Dollars (\$100,000.00). The Town has no payment obligations relating to the Master Plan unless agreed to by the Town in writing. The Town Board approved the Master Plan on March 14, 2023 via Resolution No. 20, Series of 2023.

5. Infrastructure and Maintenance Contribution. Petitioner will contribute, both monetary and in-kind contributions, to the cost of infrastructure to be constructed as a result of the Master Plan outlined in paragraph 4 above and to ongoing maintenance of the Property.

a. The Town shall approve all infrastructure pursuant to the Master Plan and will establish priorities for the development and construction of infrastructure. Petitioner will develop and construct, at its expense, the required infrastructure based upon the Town's priorities and as directed by the Town and to any applicable Town standards, subject to the monetary limit detailed below. The Parties recognize that the level and type of contributions will be informed by the final Master Plan and agree to work cooperatively to determine the level and type of contributions from the Petitioner described in this paragraph; however, at a maximum, Petitioner shall contribute One Hundred Thousand Dollars (\$100,000.00) towards infrastructure, with the value of in-kind construction of infrastructure by Petitioner's staff contributing towards this amount or any monetary payments to a third party contractor engaged by Petitioner to perform the work. Any in-kind contributions will be calculated by the hourly rate (not including benefits) attributable to the employee or employees that perform the work under this subparagraph.

b. Subject to the restriction in this subparagraph, Petitioner will contribute in-kind contributions and/or funding for maintenance of the Property for a maintenance period of ten (10) years from the effective date of the annexation. Petitioner will contribute One Thousand Forty (1040) hours per year as an in-kind contribution for maintenance or, alternatively, Thirty-Eight Thousand Dollars (\$38,000.00) annually for maintenance activities, or a combination of in-kind and monetary contributions equal to the requirements

in this subparagraph. Any in-kind contributions will be calculated by the hourly rate attributable to the employee or employees that perform the work under this subparagraph. Whether monetary or in-kind contributions are made shall be in the Town's discretion in consultation with Petitioner.

6. Revegetation. On August 31, 2021, Petitioner filed an application in the Water Court, Water Division No. 2, Case No. 21CW3044, seeking a change of the water rights that have historically been used to irrigate the Property ("Water Rights Change Case"). On October 8, 2021, the Town filed a statement of opposition in the Water Rights Change Case that gave it party status to participate in the water court proceeding. The Town stipulated to the entry of a decree in this case on March 7, 2024. The Water Court for Division 2 entered the final decree in this case on March 29, 2024 that approved the Revegetation Plan in **Exhibit B** attached hereto and incorporated herein by reference ("Revegetation Plan Agreement") subject to amendments or revisions agreed to by Triview and the Town of Buena Vista when finalizing this annexation, finding as follows:

13.1 As a term of annexing the Chicago Ranch into the Town of Buena Vista, Triview and the Town of Buena Vista have agreed to a Revegetation Plan intended to comply with the provisions of C.R.S. § 37-92-305(4.5)(a) ("Revegetation Plan"). The Revegetation Plan is set forth in Exhibit B. The Water Court adopts the Revegetation Plan in full, subject, however, to amendments or revisions agreed to by Triview and the Town of Buena Vista. Nothing in this Decree is intended to change or modify the provisions of the Revegetation Plan. Triview shall serve the 2025 Integrated Pest Management Plan required in paragraph 5.2 of the Revegetation Plan on the Town of Buena Vista and Chaffee County prior to April 15, 2025.

Petitioner agrees to the terms and conditions to accomplish the revegetation and noxious weed management of lands from which irrigation water is removed as set forth in the Revegetation Plan Agreement. Petitioner will be solely responsible at its own cost to implement the Revegetation Plan Agreement including but not limited to the cost to provide all water and water system infrastructure required to implement the Revegetation Plan Agreement. In addition, Petitioner shall pay the Town's costs to evaluate Petitioner's progress to comply with the Revegetation Plan Agreement. Petitioner will propose and support the Revegetation Plan Agreement as the revegetation requirement for the Water Court Change Case. Without the Town's prior written agreement, Petitioner will not seek to amend the revegetation plan approved by the Court to vary from the terms of Exhibit B herein. .

7. Water Service and other Utilities. The Parties anticipate that Petitioner shall be required to install recharge infrastructure on the Property in connection with the final water decree entered by Water Division No. 2 in Case No. 21CW3044. Petitioner shall pay all expenses necessary to construct, maintain and operate the recharge infrastructure.

8. Restrictions and Conveyance of Property.

a. Within ninety (90) days of the date of a final unappealable decree of the Court in the Water Rights Change Case, Petitioner shall convey the Property to the Town via special warranty deed, subject to the restrictions detailed in Section 8(b) below and any other necessary reserved easement rights.

b. The Town and Petitioner agree that, at closing, Petitioner shall record a covenant, in the form attached as **Exhibit D**, to maintain the Property's use as public open space and recreation for a minimum of twenty (20) years. At closing, the Town shall issue an easement, in the form attached as **Exhibit E**, to Petitioner for the purpose of access to the Property to operate and maintain water system infrastructure, such as recharge facilities, located on the Property, to conduct revegetation and other necessary work on the Property required by the decree in the Water Rights Change Case, and other activities as agreed upon by the Parties.

c. After execution of this Annexation Agreement and prior to conveyance of the Property, Petitioner shall permit reasonable access to the Property by the Town for public recreational purposes and as necessary for the adoption and implementation of the Master Plan components, although Petitioner may restrict access to ensure the revegetation program is completed successfully. However, the Town shall not be permitted to make permanent improvements to the Property without the express consent of Petitioner, which shall occur pursuant to the process set forth in Section 5(a).

9. Environmental Assurances. To the best of Petitioner's knowledge, (i) the Property is not contaminated with any hazardous substance; (ii) Petitioner has not caused and will not cause, and to the best of Petitioner's knowledge, there has never occurred, the release of any hazardous substance on the Property; (iii) the Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance; (iv) there is no asbestos on the Property, the Property complies with the requirements of the Occupational Health and Safety Administration of the U.S. Department of Labor (OSHA) asbestos standards, and Seller will, at least twenty days before closing, provide the City all records the OSHA asbestos standards (29 C.F.R. Parts 1910, 1915, and 1926) require; (v) there are no underground storage tanks on the Property; and (vi) by acquiring the Property, the Town will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the Property or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property. The terms "hazardous substance", "release" and "removal" shall have the same meaning and definitions as in 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance" as used herein also shall include "hazardous waste", as defined in 42 U.S.C. Section 6903 and "Petroleum", as defined in 42 U.S.C. 6991. The term "superfund" means the Comprehensive Environment Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered or enforced by any governmental agency or authority. The term "underground storage tank" shall have the same meaning and definitions as in 42 U.S.C. Section 6991.

10. Short Range Plans for Property and Use of Water Thereon.

a. Petitioner will cease to irrigate the Property at the commencement of the 2024 irrigation season and will implement the Revegetation Plan Agreement in 2025. Petitioner and the Town are currently discussing partnership opportunities that include, but are not limited to, construction and use of augmentation stations, recharge facilities, and trading water rights or supplies in a mutually-beneficial manner. If the Parties reach agreement on any of these matters those agreements shall be reduced to writing and approved separately from this Annexation Agreement. In exploring these opportunities, the Parties will work cooperatively to achieve acceptable financial arrangements for any design or construction of water system infrastructure. No provision of this Annexation Agreement is contingent upon, subject to or amended by the provisions in this paragraph.

b. After annexation, Petitioner plans to construct one recharge pond consisting of two cells on the Property and obtain any necessary permits. The location of the recharge pond is shown on **Exhibit C**. The Town supports the construction of the recharge pond at the location shown in **Exhibit C** and shown on the Master Plan. At the time of construction of the recharge pond, Petitioner agrees to the following:

i. Split rail fencing around the pond to deter public access to the pond with locked gates as determined by Petitioner.

ii. Appropriately spaced signage indicating no public access to the pond. Petitioner and the Town shall cooperate on the language on the signage and its placement along the fence.

c. During the construction of the pond, Petitioner shall prevent the existence of any nuisances by way of its construction activities. During the lifetime of the recharge pond, Petitioner agrees to take reasonable steps to abate any nuisances that affect the reasonable enjoyment of the public of the Property.

11. Long Range Plans for Property and Water. Petitioner will implement the Revegetation Plan Agreement as described in paragraph 6 above.

12. Town Ordinances, Regulations, Codes, Policies and Procedures. Except as expressly provided herein, all Town ordinances, regulations, codes, policies, and procedures shall be applicable to the use and development of the Property.

13. Public Improvements Financed or Constructed by the Town. The Town has no obligation to construct or finance any public improvements under this Agreement for the benefit of the Property. Petitioner's obligations to construct or finance any public improvements under this Agreement for the benefit of the Property are set forth herein, and once those maximums are

reached, Petitioner is under no further obligations. The Town shall provide municipal services and utilities to the Property, if necessary, at Petitioner's cost.

14. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Chaffee County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the Parties hereto.

15. Assignment. This Agreement may not be assigned.

16. Cure of Legal Defects. In the event the annexation or zoning of the Property, or any portion of this Agreement, is declared void or unenforceable by final court action, the Town and the Petitioner shall cooperate to cure any legal defects cited by the court, and immediately upon such cure the Town shall reinstitute and complete proceedings to annex the Property subject to the terms of this Agreement.

17. Remedies. The Petitioner waives any constitutional claims it may have against the Town arising out of a breach of this Agreement. The sole remedy of Petitioner against the Town under this Agreement shall be the filing of a petition for disconnection pursuant to C.R.S. § 31-12-501, *et seq.*, as it may be amended, which the Town agrees to review and consider in accordance with applicable law. If Petitioner breaches this Agreement, the Town may seek any remedy available to it.

18. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon the effective date of an ordinance annexing the Property and an ordinance zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinances.

19. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

20. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any such defect as provided in paragraph 16 of this Agreement.

21. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Chaffee County, Colorado.

22. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

To the Town:                      Town of Buena Vista  
   P.O. Box 2002  
   Buena Vista, Colorado 81211

Copy to:                              Jefferson H. Parker, Esq.  
   Hoffmann, Parker, Wilson & Carberry, P.C.  
   511 16th Street, Suite 610  
   Denver, Colorado 80202

Cynthia Covell  
Andrea Benson  
Alperstein & Covell, P.C.  
1391 Speer Boulevard, Suite 730  
Denver, Colorado 80204

To the Petitioner:                Triview Metropolitan District  
   P.O. Box 849  
   Monument, Colorado 80132

Copy to:                              Caitlin S. Quander  
   Brownstein Hyatt Farber Schreck, LLP  
   675 15<sup>th</sup> Street, Suite 2900  
   Denver, Colorado 80202

Steven O. Sims  
Brownstein Hyatt Farber Schreck, LLP  
675 15<sup>th</sup> Street, Suite 2900  
Denver, Colorado 80202

23. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended by written agreement between the Petitioner and the Town acting pursuant to authorization of the Board of Trustees.

24. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Petitioner, the Town, or their employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

25. Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Petitioner or the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

**PETITIONER:**

\_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_.

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

(S E A L)

\_\_\_\_\_  
Notary Public

**TOWN OF BUENA VISTA,  
COLORADO**

By: \_\_\_\_\_  
Libby Fay, Mayor

ATTEST:

\_\_\_\_\_  
Paula Barnett, Town Clerk

Signature Page to Annexation Agreement

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

CERTAIN LAND IN THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF SECTION 19N IN TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE 6TH P.M., CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 19 IN TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF CHAFFEE, STATE OF COLORADO.

EXCEPTING. THEREFROM THAT PORTION OF LAND KNOWN AS "RAY'S RIDGE, A RURAL MINOR SUBDIVISION", ACCORDING TO THE PLAT FILED IN THE OFFICE OF THE CLERK AND RECORDER ON JANUARY 22, 2007, AS RECEPTION NO. 364114 AND THE WESTERLY 30 FEET OF COUNTY ROAD NUMBER 321.

SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 S 89°04'02" E, A DISTANCE OF 5437.05' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 321; THENCE S 01°06'16" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2628.30' TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE ALONG SAID SOUTH LINE N 89°16'33" W, A DISTANCE OF 1325.16' TO THE SOUTHEAST CORNER OF RAY'S RIDGE SUBDIVISION AS RECORDED UNDER RECEPTION NO. 364114, THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING 12 COURSES; (1) N 00°55'30" E, 658.34' (2) N 89°12'43" W, 678.61' (3) N 89°12'36" W, 678.54' (4) N 00°04'59" W, 31.71' (5) S 71°50'13" W, 491.64' (6) S 84°21'05" W, 152.51' (7) S 79°15'51" W, 129.05' (8) S 61°36'27" W, 273.88' (9) N 88°41'50" W, 89.73' (10) S 55°59'02" W, 195.23' (11) S 74°09'48" W, 129.01' (12) S 00°17'35" W, 211.31' TO A POINT OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE N 89°10'26" W, A DISTANCE OF 1395.74' TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 19; THENCE ALONG THE WEST LINE OF SAID SECTION 19 N 00°58'06" E, A DISTANCE OF 1323.59' TO THE SOUTH 1/16 CORNER OF SECTIONS 19 & 24; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 19 N 00°58'10" E, A DISTANCE

Exhibit A

OF 1323.83' TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 128050667.3 SQ. FEET OR 293.96 ACRES MORE OR LESS.

23700106.8

Exhibit A

**EXHIBIT B**  
**REVEGETATION PLAN AGREEMENT**  
[to be attached]

Exhibit B

23700106.8

EXHIBIT C

MAP OF RECHARGE POND  
(from page 11 of the Master Plan)

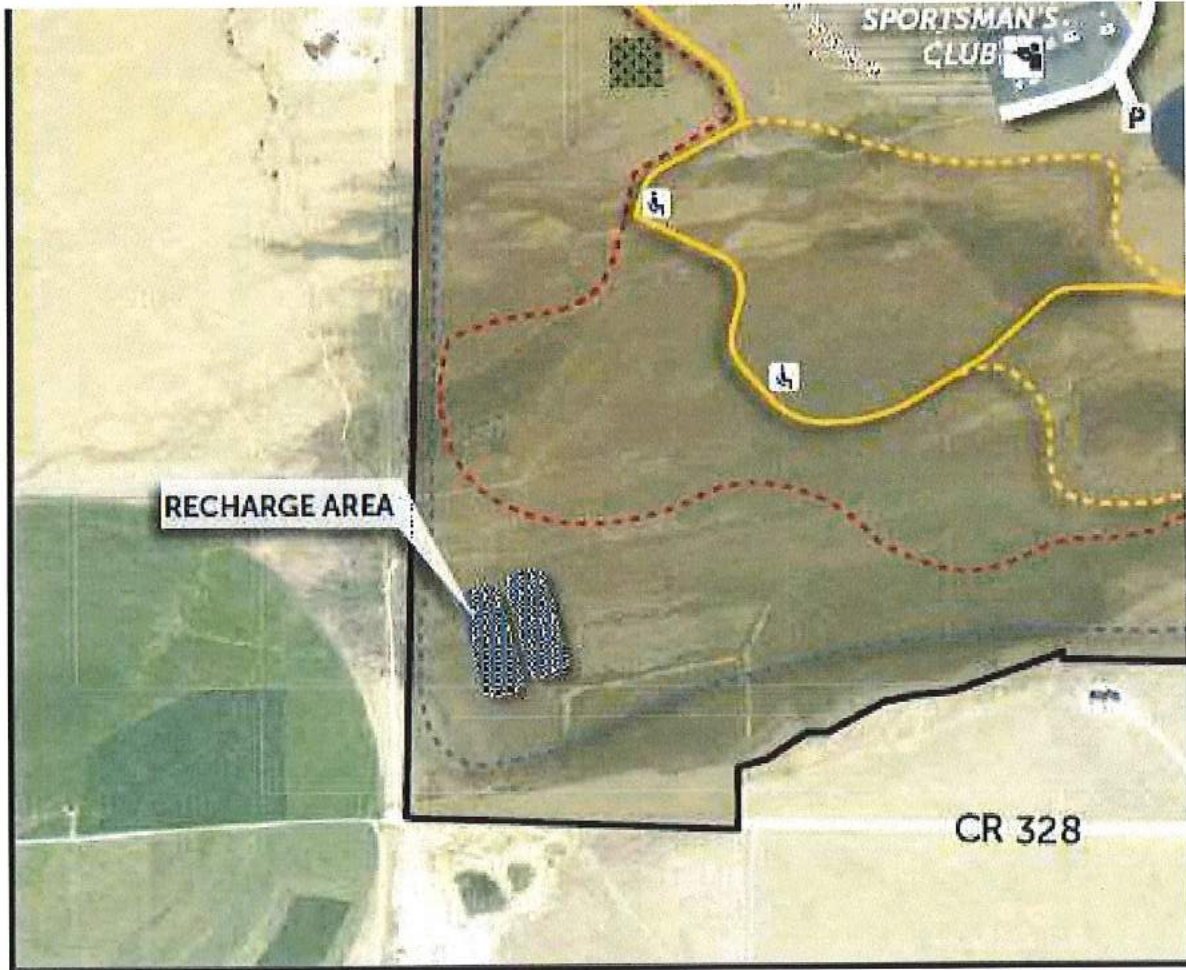


Exhibit C

**EXHIBIT D**  
**FORM OF COVENANT**

Exhibit D

23700106.8

**EXHIBIT E**  
**FORM OF EASEMENT**

Exhibit E

23700106.8

**RESOLUTION 2024-07**

**RESOLUTION BY THE BOARD OF DIRECTORS OF THE TRIVIEW  
METROPOLITAN DISTRICT APPROVING THE CONVEYANCE OF PROPERTY  
OWNED BY THE DISTRICT KNOWN AS CHICAGO RANCH TO TOWN OF BUENA  
VISTA, CO AND AUTHORIZATION FOR THE DISTRICT MANAGER TO SIGN ALL  
CLOSING DOCUMENTS**

---

WHEREAS, in December 2020, Triview Metropolitan District (the "District") acquired the land and water rights associated with approximately 293.96 acres of real property located in unincorporated Chaffee County, Colorado, commonly known as Chicago Ranch (the "Property"), in order to control the water rights associated with the Arkansas Valley Irrigation Canal Company's Ditch and change the water rights to municipal uses for the District's purposes; and

WHEREAS, beginning in March 2021, the District began discussions with the Town of Buena Vista, Colorado (the "Town") and Chaffee County, Colorado around potential uses of the Property that would benefit the community and also allow the District to develop and use the water rights pursuant to the Water Rights Change Case (defined below), including potential shared use of the water diversion and measurement infrastructure, and recharge facilities to be located on the Property; and

WHEREAS, on August 31, 2021, the District filed an application in the Water Court, Water Division No. 2, Case No. 21CW3044, seeking a change of the water rights that had historically been used to irrigate the Property ("Water Rights Change Case"), and on March 29, 2024, the Water Court entered the final decree in the Water Rights Change Case which included a revegetation plan agreed to by the District, the Town and Chaffee County; and

WHEREAS, the discussions between the Town and the District led to the parties cooperating in the development of the Buena Vista Rodeo Grounds & Chicago Ranch Master Plan ("Master Plan"), a Master Plan for the Property and adjacent rodeo grounds owned by the Town which was approved by the Town Board on March 14, 2023 via Resolution No. 20, Series of 2023; and

WHEREAS, the District contracted with a third party consultant to develop the Master Plan which included the study of the Property for various recreational amenities for the benefit of the public, which may include, but are not limited to, open space areas, dog parks, hiking and biking trails, and other uses that are selected through the Town's public process; and

WHEREAS, the District has petitioned to annex and zone the Property into the municipal Town boundaries so that the Town is the regulating agency for land use activities consistent with the Master Plan; and

WHEREAS, these discussions also led the District and the Town to conclude that in order to best achieve the vision of the Master Plan and the District's development and use of the water rights pursuant to the Water Rights Change Case, after annexation and zoning of the Property

consistent with the District's intended use, the District would convey the Property to the Town for development as a recreational amenity; and

WHEREAS, the District and the Town have negotiated an Annexation Agreement, a copy of which is attached hereto as **Exhibit A**, which would be signed when the Property is annexed into the Town which set forth the District and the Town's agreements around annexation, zoning, infrastructure and maintenance of the Property, revegetation, the District's continued use pursuant to the Water Rights Change Case, and conveyance of the Property to the Town within 45 days of annexation, along with execution of related documents to affect the above items; and

WHEREAS, the Board has reviewed the Annexation Agreement and all relevant information related thereto; and

WHEREAS, the Board has discussed and understands the purpose for conveyance of the Property to the Town to achieve both community benefits and the District's desired uses under the Water Rights Change Case; and

WHEREAS, the Board of the District desires to approve the Annexation Agreement, approve the conveyance of the Property to the Town, and authorize the District Manager to sign all closing documents to affect the conveyance of the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. Incorporation. The foregoing recitals are incorporated herein by this reference.
2. Approval of Annexation Agreement. The District Manager is hereby authorized to enter into the Annexation Agreement on the District's behalf in substantially the form attached as **Exhibit A**, subject to minor modifications, including technical or grammatical changes, but not including any substantive changes which are not consistent with the intent of this Resolution or the Annexation Agreement, as the Chair, in consultant with the District Manager and the District's Attorney, may determine to be necessary and appropriate to protect the interests of the District or to effect the purposes of this Resolution.
3. District Manager Authority. The District Manager is hereby authorized and directed to execute necessary documents and take all actions necessary for the District to comply with and affect the Annexation Agreement and conveyance of the Property to the Town, including all actions identified in the Annexation Agreement, any exhibit thereto, or required by the title company that are not specifically designated as requiring review, approval, or decision by the Board or required by law to be performed by the Board.
4. Effective Date of Resolution. This Resolution shall become effective as of the date hereof.

*Remainder of page intentionally left blank. Signature page follows.*

ADOPTED this 18<sup>th</sup> day of July 2024.

TRIVIEW METROPOLITAN DISTRICT

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_  
APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

**CERTIFICATION OF RESOLUTION**

I hereby certify that the foregoing constitutes a true and correct copy of the Resolution and Order for Inclusion of Real Property adopted by the Board at a meeting held on July 18, 2024, at 5:30 p.m., at 16055 Old Forest Point, Suite 302 Monument, CO 80132 and via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_ day of July, 2024.

\_\_\_\_\_  
Signature

**EXHIBIT A TO RESOLUTION**  
**(Annexation Agreement)**

## ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Triview Metropolitan District, a Colorado special district (hereinafter referred to as the "Petitioner"), and the Town of Buena Vista, Colorado, a Colorado municipal corporation (hereinafter referred to as the "Town") (individually, a "Party" and collectively, the "Parties").

WHEREAS, a petition has been filed with the Town (the "Annexation Petition"), pursuant to C.R.S. § 31-12-107(1), for annexation of the unincorporated lands described in **Exhibit A** attached hereto and incorporated herein by reference (said lands being hereinafter referred to as the "Property"), which is commonly known as the Chicago Springs Ranch;

WHEREAS, the Petitioner is the owner of one hundred percent (100%) of the Property;

WHEREAS, the Parties have determined annexation would be beneficial for both Parties;  
and

WHEREAS, the Parties have worked cooperatively to plan for development of the Property consistent with the Town's Comprehensive Plan and the Buena Vista Rodeo Grounds & Chicago Ranch Master Plan, as described in this Agreement, and to evaluate opportunities for the development and use of water rights and supplies including shared use of the water diversion and measurement infrastructure, and recharge facilities to be located on the Property.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants, promises and agreements of each of the Parties hereto to be kept and performed by each of them, the Parties agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the terms and conditions of the Annexation Petition, this Agreement, and the Colorado Municipal Annexation Act of 1965, C.R.S. § 31-12-101, et seq., as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of annexation and development of the Property. Unless otherwise expressly provided to the contrary herein, all conditions contained herein are in addition to any and all requirements contained in Town ordinances, as currently in effect, or as hereinafter amended, and any and all applicable state statutes.

3. Zoning – Condition Precedent. The Petitioner hereby consents to zoning the Property under the Open Space/Recreation ("OSR") District to include, as a use by right, public water services facilities. Petitioner is entering into this Agreement and is undertaking the obligations imposed upon Petitioner herein in reliance upon the Town's concurrent adoption of: (i) an ordinance annexing the Property into the Town, and (ii) an ordinance approving the zoning of the Property as set forth in this section. Performance of Petitioner's obligations hereunder is

expressly conditioned upon the Town's adoption of the ordinances described in this paragraph 3. If the Town fails to adopt the ordinances described in this paragraph 3, the petition for annexation shall be deemed withdrawn and the annexation process shall be terminated. Unless and until all of the conditions set forth in this paragraph 3 have been satisfied, none of the parties to this Agreement shall record, or cause to be recorded, the items described in C.R.S. § 31-12-113. Nothing set forth herein shall be deemed to limit the Town's authority to rezone the Property in the future.

4. Master Plan. The Parties have cooperated in the development of the Buena Vista Rodeo Grounds & Chicago Ranch Master Plan ("Master Plan"), a master plan for the Property and adjacent rodeo grounds owned by the Town. Petitioner contracted with a third party consultant to develop a master plan which includes the study of the Property for various recreational amenities for the benefit of the public, which may include, but are not limited to, open space areas, dog parks, hiking and biking trails, and other uses that are selected through the Town's public master planning process. Petitioner paid for all the costs associated with the development of the Master Plan by the third party consultant in an amount of One Hundred Thousand Dollars (\$100,000.00). The Town has no payment obligations relating to the Master Plan unless agreed to by the Town in writing. The Town Board approved the Master Plan on March 14, 2023 via Resolution No. 20, Series of 2023.

5. Infrastructure and Maintenance Contribution. Petitioner will contribute, both monetary and in-kind contributions, to the cost of infrastructure to be constructed as a result of the Master Plan outlined in paragraph 4 above and to ongoing maintenance of the Property.

a. The Town shall approve all infrastructure pursuant to the Master Plan and will establish priorities for the development and construction of infrastructure. Petitioner will develop and construct, at its expense, the required infrastructure based upon the Town's priorities and as directed by the Town and to any applicable Town standards, subject to the monetary limit detailed below. The Parties recognize that the level and type of contributions will be informed by the final Master Plan and agree to work cooperatively to determine the level and type of contributions from the Petitioner described in this paragraph; however, at a maximum, Petitioner shall contribute One Hundred Thousand Dollars (\$100,000.00) towards infrastructure, with the value of in-kind construction of infrastructure by Petitioner's staff contributing towards this amount or any monetary payments to a third party contractor engaged by Petitioner to perform the work. Any in-kind contributions will be calculated by the hourly rate (not including benefits) attributable to the employee or employees that perform the work under this subparagraph.

b. Subject to the restriction in this subparagraph, Petitioner will contribute in-kind contributions and/or funding for maintenance of the Property for a maintenance period of ten (10) years from the effective date of the annexation. Petitioner will contribute One Thousand Forty (1040) hours per year as an in-kind contribution for maintenance or, alternatively, Thirty-Eight Thousand Dollars (\$38,000.00) annually for maintenance activities, or a combination of in-kind and monetary contributions equal to the requirements

in this subparagraph. Any in-kind contributions will be calculated by the hourly rate attributable to the employee or employees that perform the work under this subparagraph. Whether monetary or in-kind contributions are made shall be in the Town's discretion in consultation with Petitioner.

6. Revegetation. On August 31, 2021, Petitioner filed an application in the Water Court, Water Division No. 2, Case No. 21CW3044, seeking a change of the water rights that have historically been used to irrigate the Property ("Water Rights Change Case"). On October 8, 2021, the Town filed a statement of opposition in the Water Rights Change Case that gave it party status to participate in the water court proceeding. The Town stipulated to the entry of a decree in this case on March 7, 2024. The Water Court for Division 2 entered the final decree in this case on March 29, 2024 that approved the Revegetation Plan in **Exhibit B** attached hereto and incorporated herein by reference ("Revegetation Plan Agreement") subject to amendments or revisions agreed to by Triview and the Town of Buena Vista when finalizing this annexation, finding as follows:

13.1 As a term of annexing the Chicago Ranch into the Town of Buena Vista, Triview and the Town of Buena Vista have agreed to a Revegetation Plan intended to comply with the provisions of C.R.S. § 37-92-305(4.5)(a) ("Revegetation Plan"). The Revegetation Plan is set forth in Exhibit B. The Water Court adopts the Revegetation Plan in full, subject, however, to amendments or revisions agreed to by Triview and the Town of Buena Vista. Nothing in this Decree is intended to change or modify the provisions of the Revegetation Plan. Triview shall serve the 2025 Integrated Pest Management Plan required in paragraph 5.2 of the Revegetation Plan on the Town of Buena Vista and Chaffee County prior to April 15, 2025.

Petitioner agrees to the terms and conditions to accomplish the revegetation and noxious weed management of lands from which irrigation water is removed as set forth in the Revegetation Plan Agreement. Petitioner will be solely responsible at its own cost to implement the Revegetation Plan Agreement including but not limited to the cost to provide all water and water system infrastructure required to implement the Revegetation Plan Agreement. In addition, Petitioner shall pay the Town's costs to evaluate Petitioner's progress to comply with the Revegetation Plan Agreement. Petitioner will propose and support the Revegetation Plan Agreement as the revegetation requirement for the Water Court Change Case. Without the Town's prior written agreement, Petitioner will not seek to amend the revegetation plan approved by the Court to vary from the terms of Exhibit B herein. .

7. Water Service and other Utilities. The Parties anticipate that Petitioner shall be required to install recharge infrastructure on the Property in connection with the final water decree entered by Water Division No. 2 in Case No. 21CW3044. Petitioner shall pay all expenses necessary to construct, maintain and operate the recharge infrastructure.

8. Restrictions and Conveyance of Property.

a. Within ninety (90) days of the date of a final unappealable decree of the Court in the Water Rights Change Case, Petitioner shall convey the Property to the Town via special warranty deed, subject to the restrictions detailed in Section 8(b) below and any other necessary reserved easement rights.

b. The Town and Petitioner agree that, at closing, Petitioner shall record a covenant, in the form attached as **Exhibit D**, to maintain the Property's use as public open space and recreation for a minimum of twenty (20) years. At closing, the Town shall issue an easement, in the form attached as **Exhibit E**, to Petitioner for the purpose of access to the Property to operate and maintain water system infrastructure, such as recharge facilities, located on the Property, to conduct revegetation and other necessary work on the Property required by the decree in the Water Rights Change Case, and other activities as agreed upon by the Parties.

c. After execution of this Annexation Agreement and prior to conveyance of the Property, Petitioner shall permit reasonable access to the Property by the Town for public recreational purposes and as necessary for the adoption and implementation of the Master Plan components, although Petitioner may restrict access to ensure the revegetation program is completed successfully. However, the Town shall not be permitted to make permanent improvements to the Property without the express consent of Petitioner, which shall occur pursuant to the process set forth in Section 5(a).

9. Environmental Assurances. To the best of Petitioner's knowledge, (i) the Property is not contaminated with any hazardous substance; (ii) Petitioner has not caused and will not cause, and to the best of Petitioner's knowledge, there has never occurred, the release of any hazardous substance on the Property; (iii) the Property is not subject to any federal, state or local "superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any such hazardous substance; (iv) there is no asbestos on the Property, the Property complies with the requirements of the Occupational Health and Safety Administration of the U.S. Department of Labor (OSHA) asbestos standards, and Seller will, at least twenty days before closing, provide the City all records the OSHA asbestos standards (29 C.F.R. Parts 1910, 1915, and 1926) require; (v) there are no underground storage tanks on the Property; and (vi) by acquiring the Property, the Town will not incur or be subject to any "superfund" liability for the cleanup, removal or remediation of any hazardous substance from the Property or any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property. The terms "hazardous substance", "release" and "removal" shall have the same meaning and definitions as in 42 U.S.C. Section 9601; provided, however, that the term "hazardous substance" as used herein also shall include "hazardous waste", as defined in 42 U.S.C. Section 6903 and "Petroleum", as defined in 42 U.S.C. 6991. The term "superfund" means the Comprehensive Environment Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601, *et seq.*, as amended, and any similar state statute or local ordinance applicable to the Property, and all rules and regulations promulgated, administered or enforced by any governmental agency or authority. The term "underground storage tank" shall have the same meaning and definitions as in 42 U.S.C. Section 6991.

10. Short Range Plans for Property and Use of Water Thereon.

a. Petitioner will cease to irrigate the Property at the commencement of the 2024 irrigation season and will implement the Revegetation Plan Agreement in 2025. Petitioner and the Town are currently discussing partnership opportunities that include, but are not limited to, construction and use of augmentation stations, recharge facilities, and trading water rights or supplies in a mutually-beneficial manner. If the Parties reach agreement on any of these matters those agreements shall be reduced to writing and approved separately from this Annexation Agreement. In exploring these opportunities, the Parties will work cooperatively to achieve acceptable financial arrangements for any design or construction of water system infrastructure. No provision of this Annexation Agreement is contingent upon, subject to or amended by the provisions in this paragraph.

b. After annexation, Petitioner plans to construct one recharge pond consisting of two cells on the Property and obtain any necessary permits. The location of the recharge pond is shown on **Exhibit C**. The Town supports the construction of the recharge pond at the location shown in **Exhibit C** and shown on the Master Plan. At the time of construction of the recharge pond, Petitioner agrees to the following:

i. Split rail fencing around the pond to deter public access to the pond with locked gates as determined by Petitioner.

ii. Appropriately spaced signage indicating no public access to the pond. Petitioner and the Town shall cooperate on the language on the signage and its placement along the fence.

c. During the construction of the pond, Petitioner shall prevent the existence of any nuisances by way of its construction activities. During the lifetime of the recharge pond, Petitioner agrees to take reasonable steps to abate any nuisances that affect the reasonable enjoyment of the public of the Property.

11. Long Range Plans for Property and Water. Petitioner will implement the Revegetation Plan Agreement as described in paragraph 6 above.

12. Town Ordinances, Regulations, Codes, Policies and Procedures. Except as expressly provided herein, all Town ordinances, regulations, codes, policies, and procedures shall be applicable to the use and development of the Property.

13. Public Improvements Financed or Constructed by the Town. The Town has no obligation to construct or finance any public improvements under this Agreement for the benefit of the Property. Petitioner's obligations to construct or finance any public improvements under this Agreement for the benefit of the Property are set forth herein, and once those maximums are

reached, Petitioner is under no further obligations. The Town shall provide municipal services and utilities to the Property, if necessary, at Petitioner's cost.

14. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Chaffee County, Colorado, shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors and permitted assigns of the Parties hereto.

15. Assignment. This Agreement may not be assigned.

16. Cure of Legal Defects. In the event the annexation or zoning of the Property, or any portion of this Agreement, is declared void or unenforceable by final court action, the Town and the Petitioner shall cooperate to cure any legal defects cited by the court, and immediately upon such cure the Town shall reinstitute and complete proceedings to annex the Property subject to the terms of this Agreement.

17. Remedies. The Petitioner waives any constitutional claims it may have against the Town arising out of a breach of this Agreement. The sole remedy of Petitioner against the Town under this Agreement shall be the filing of a petition for disconnection pursuant to C.R.S. § 31-12-501, *et seq.*, as it may be amended, which the Town agrees to review and consider in accordance with applicable law. If Petitioner breaches this Agreement, the Town may seek any remedy available to it.

18. Effective Date. This Agreement shall be effective and binding upon the Parties immediately upon the effective date of an ordinance annexing the Property and an ordinance zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinances.

19. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances, or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety and general welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that is of uniform or general application.

20. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid, and the Parties shall cooperate to cure any such defect as provided in paragraph 16 of this Agreement.

21. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either Party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that venue of such suit or action shall be in Chaffee County, Colorado.

22. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either Party by notice so given may change the address to which future notices shall be sent.

To the Town:                      Town of Buena Vista  
P.O. Box 2002  
Buena Vista, Colorado 81211

Copy to:                              Jefferson H. Parker, Esq.  
Hoffmann, Parker, Wilson & Carberry, P.C.  
511 16th Street, Suite 610  
Denver, Colorado 80202

Cynthia Covell  
Andrea Benson  
Alperstein & Covell, P.C.  
1391 Speer Boulevard, Suite 730  
Denver, Colorado 80204

To the Petitioner:                      Triview Metropolitan District  
P.O. Box 849  
Monument, Colorado 80132

Copy to:                              Caitlin S. Quander  
Brownstein Hyatt Farber Schreck, LLP  
675 15<sup>th</sup> Street, Suite 2900  
Denver, Colorado 80202

Steven O. Sims  
Brownstein Hyatt Farber Schreck, LLP  
675 15<sup>th</sup> Street, Suite 2900  
Denver, Colorado 80202

23. Entire Agreement - Amendments. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. This Agreement may be amended by written agreement between the Petitioner and the Town acting pursuant to authorization of the Board of Trustees.

24. Governmental Immunity. Nothing herein shall be construed as a waiver of any protections or immunities the Petitioner, the Town, or their employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

25. Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Petitioner or the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

**PETITIONER:**

\_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_.

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

(S E A L)

\_\_\_\_\_  
Notary Public

**TOWN OF BUENA VISTA,  
COLORADO**

By: \_\_\_\_\_  
Libby Fay, Mayor

ATTEST:

\_\_\_\_\_  
Paula Barnett, Town Clerk

Signature Page to Annexation Agreement

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

CERTAIN LAND IN THE SOUTHWEST ¼ AND THE SOUTHEAST ¼ OF SECTION 19N IN TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE 6TH P.M., CHAFFEE COUNTY, COLORADO, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 19 IN TOWNSHIP 14 SOUTH, RANGE 78 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF CHAFFEE, STATE OF COLORADO.

EXCEPTING, THEREFROM THAT PORTION OF LAND KNOWN AS "RAY'S RIDGE, A RURAL MINOR SUBDIVISION", ACCORDING TO THE PLAT FILED IN THE OFFICE OF THE CLERK AND RECORDER ON JANUARY 22, 2007, AS RECEPTION NO. 364114 AND THE WESTERLY 30 FEET OF COUNTY ROAD NUMBER 321.

SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 S 89°04'02" E, A DISTANCE OF 5437.05' TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 321; THENCE S 01°06'16" W ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 2628.30' TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE ALONG SAID SOUTH LINE N 89°16'33" W, A DISTANCE OF 1325.16' TO THE SOUTHEAST CORNER OF RAY'S RIDGE SUBDIVISION AS RECORDED UNDER RECEPTION NO. 364114, THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING 12 COURSES; (1) N 00°55'30" E, 658.34'  
(2) N 89°12'43" W, 678.61' (3) N 89°12'36" W, 678.54'  
(4) N 00°04'59" W, 31.71' (5) S 71°50'13" W, 491.64'  
(6) S 84°21'05" W, 152.51' (7) S 79°15'51" W, 129.05'  
(8) S 61°36'27" W, 273.88' (9) N 88°41'50" W, 89.73'  
(10) S 55°59'02" W, 195.23' (11) S 74°09'48" W, 129.01'  
(12) S 00°17'35" W, 211.31' TO A POINT OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 19; THENCE ALONG SAID SOUTH LINE N 89°10'26" W, A DISTANCE OF 1395.74' TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 19; THENCE ALONG THE WEST LINE OF SAID SECTION 19 N 00°58'06" E, A DISTANCE OF 1323.59' TO THE SOUTH 1/16 CORNER OF SECTIONS 19 & 24; THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 19 N 00°58'10" E, A DISTANCE

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OF 1323.83' TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 128050667.3 SQ. FEET OR 293.96 ACRES MORE OR LESS.

23700106.8

Exhibit A

60

**EXHIBIT B**  
**REVEGETATION PLAN AGREEMENT**  
[to be attached]

Exhibit B

**EXHIBIT C**

**MAP OF RECHARGE POND  
(from page 11 of the Master Plan)**

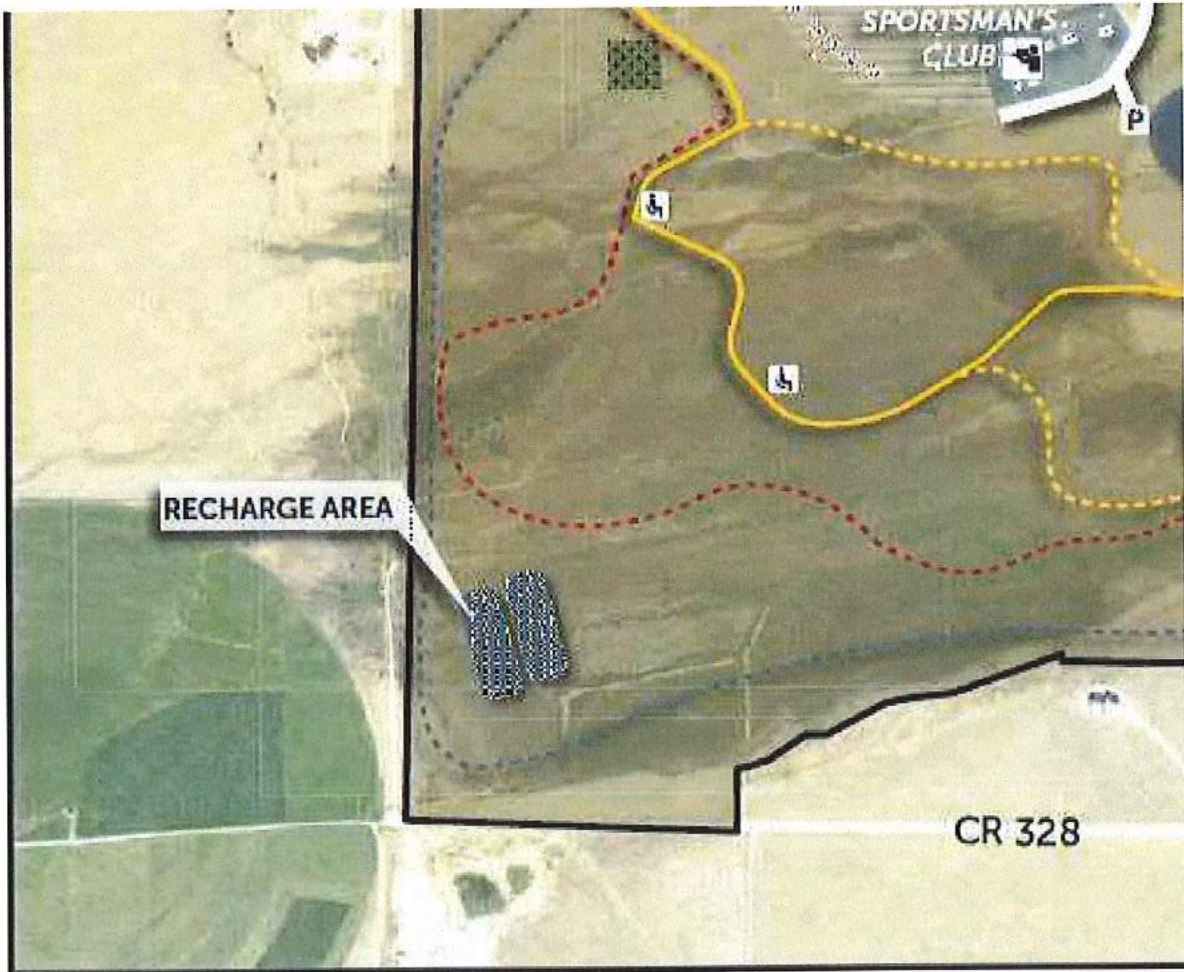


Exhibit C

**EXHIBIT D**  
**FORM OF COVENANT**

Exhibit D

23700106.8

**EXHIBIT E**  
**FORM OF EASEMENT**

Exhibit E

23700106.8

**Resolution No. 2024-08**

**RESOLUTION  
BOARD OF DIRECTORS  
TRIVIEW METROPOLITAN DISTRICT**

**A RESOLUTION ADOPTING THE 2024 TRIVIEW METROPOLITAN DISTRICT  
EMPLOYEE HANDBOOK**

**WHEREAS**, the Triview Metropolitan District ("**District**") is a political subdivision of the State of Colorado, organized pursuant to C.R.S. § 32-1-101, *et seq.* ("**Special District Act**");

**WHEREAS**, pursuant to C.R.S. § 32-1-1001(1)(h), the District Board of Directors ("**Board**") has the power to manage, control, and supervise all of the District's business and affairs;

**WHEREAS**, the District's Chief Staff and legal counsel have prepared and submitted to the Board, the 2024 Employee Handbook. A copy of the Handbook is attached to this Resolution; and

**WHEREAS**, the Board has considered the proposed 2024 Employee Handbook, and wishes to approve the 2024 Employee Handbook as presented.

**NOW, THEREFORE**, be it resolved by the Triview Metropolitan District Board of Directors that the 2024 Employee Handbook is approved on [REDACTED] with an effective date of \_\_\_\_\_, and shall thereafter supersede and replace any prior Employee Handbooks in all respects.

ADOPTED this \_\_\_\_<sup>th</sup> day of August, 2024.

BOARD OF DIRECTORS OF THE  
TRIVIEW METROPOLITAN DISTRICT

\_\_\_\_\_  
Mark Melville, President

ATTEST:

\_\_\_\_\_  
James Barnhart, Secretary



# TRIVIEW METROPOLITAN DISTRICT

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## PERSONNEL GUIDELINES

\*\*\*\*\*

REVISED [Date]

Personnel Guidelines

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## PURPOSE OF GUIDELINES

These guidelines outline current policies, procedures and benefits for the Triview Metropolitan District employees and officials.

**THESE GUIDELINES ARE NOT INTENDED TO CREATE NOR SHOULD THEY BE CONSTRUED TO CREATE A CONTRACT BETWEEN THE DISTRICT AND ITS EMPLOYEES/ OFFICIALS AS TO DURATION OF EMPLOYMENT OR ANY OTHER CONDITION OF EMPLOYMENT. EMPLOYMENT WITH THE DISTRICT IS AT WILL. EMPLOYEES MAY LEAVE EMPLOYMENT WITH THE TRIVIEW METROPOLITAN DISTRICT AT ANY TIME AND FOR ANY REASON, AND THE DISTRICT HAS AN IDENTICAL RIGHT.**

These guidelines promote efficiency and effectiveness for all District operations. Policies with economic components are subject to funding availability. When situations occur which are not addressed by these guidelines, they will be resolved by the District Manager. It is the responsibility of the District Manager to administer these guidelines.

These guidelines apply to all District employees. Each employee has the responsibility to become familiar with these guidelines.

Each employee shall acknowledge receipt and responsibility to become familiar with these guidelines on the form provided. Policy development is on-going. New guidelines may be added from time to time.

These guidelines are intended only as a summary of policies and benefits. Questions regarding any guideline, procedure or benefit explained herein, should be directed to the District Manager.

## AMENDMENTS

### Guidelines

The District Manager may make recommendations to the Board for changes in the Guidelines. The Guidelines may be amended or modified by action of the Board at any time, without advance notice. The District has the right to change its policies and benefits in accordance with the needs of the District, in the exclusive judgment and discretion of the Board. The information contained in these Guidelines is the most current at this time, and supersedes any previous Guidelines, Policies or Procedures. Revised information may supersede, modify or eliminate existing policies. Modifications may be distributed to employees and acknowledged by each employee by the signing of an Acknowledgment of Receipt.

### Personnel Records

An employee's personnel file contains general information about his/her employment with the District that is used, or has been used, to determine the employee's qualifications for employment, promotion, additional compensation, or employment termination or other disciplinary action. In addition, the District maintains a separate confidential file for each employee, which contains confidential information, such as employment-related medical information and Form I-9s. Except to the extent otherwise required or permitted by Applicable Law, personnel and confidential files may only be inspected or obtained by the employee, and persons identified by the District as having a need to access the information. An employee may review their own personnel and confidential files at a mutually agreed upon time by informing District's Management that he/she wishes to do so. An employee may obtain a copy of any part of their personnel file, subject to the payment of the cost of duplication of the documents requested. All

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personnel and confidential records are the District's property during and after an employee's employment with the District. After separation of employment, a former employee is permitted to make one inspection his his/her personnel file, which inspection must take place in the presence of District Management or its designee.

The employee is responsible for providing the District with records concerning any licenses or certificates required for the performance of the job, and any documents showing that education or training required for the position has been completed.

It is the responsibility of each employee to promptly notify the District Manager of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

#### **AUTHORITY**

Triview Metropolitan District Board of Directors is the authority for the administration of the District. The Board specifically delegates to the District Manager authority and responsibility for the administration of the District including the power to employ and terminate or to delegate that specific authority to Department Supervisors. The Board retains for itself the power to establish objectives and priorities, to act finally on appeals, and to issue broad policy statements.

## DEFINITIONS

Appointment: The act of filling a position.

Board of Directors or Board: Elected five-member governing board of the Triview Metropolitan District.

County: El Paso

Demotion: A change in an employee's position or class which results in a lower skill level.

Department Supervisor: District Manager, Operations Manager.

Disciplinary Action: An action taken to penalize an employee for an offensive act or poor job performance.

Dismissal: Involuntary termination of an employee.

District: Triview Metropolitan District

District Manager: Individual appointed by the Board of Directors with administrative responsibilities for all District activities.

District Premises. All buildings, offices, facilities, grounds, parking lots, places, District Vehicles, and equipment that the District owns, leases or controls.

District Vehicle. All vehicles or other motorized machinery capable of movement that the District owns, leases or controls.

Triview Metropolitan District: A metropolitan district of the State of Colorado established by the Colorado constitution and statutes.

Duty-Free: Unpaid time away from work assignments.

Employment-at-Will: Employment relationship where either party is free to terminate the relationship at any time for any reason.

Exempt Employee: A District employee who is not eligible for overtime compensation pursuant to the applicable provisions of the Fair Labor Standards Act.

Full-time Employee: A District employee regularly scheduled to work 40 hours in the seven-day designated work week.

Hire: Appointment of a person to a position of employment by Triview Metropolitan District.

Lay-Off: Involuntary separation from service with Triview Metropolitan District due to reorganization, lack of work, lack of funding, or when it is determined that a reduction in force is in the best interests of Triview Metropolitan District.

Non-Exempt Employee: An employee eligible for overtime compensation pursuant to the applicable provisions of the Fair Labor Standards Act.

Normal Work Week or Work Week: Forty hours of work in a designated seven-day work week for full-time employees, such work week to commence at 12:01 a.m. each Monday and to end at midnight each Sunday.

Overtime: Time a District employee is directed or authorized to work in excess of their 40-hour designated work week.

Part-time Employee: An employee regularly scheduled to work less than 40 hours in a seven-day designated work week.

Position: An individual job within the compensation plan.

Probation Period: Time period in which an employee's performance is closely evaluated and is treated as a trial period.

Promotion: Any movement of an employee to a position of greater responsibility at a higher skill level.

Seasonal Worker: A seasonal worker generally works for a particular period of time during the year (i.e., summer or winter season) and may be part-time or full-time during such seasons. A seasonal worker is not eligible for benefits, except paid sick leave.

Supervisor: An employee designated by the District Manager as a supervisor and delegated by the District Manager with the authority to direct and control the work of one or more employees.

Suspension: Temporary separation from employment with or without pay.

Temporary Employee: An employee hired to work for a specified period of time or project (less than 2080 hours per year). Temporary employees are not eligible for benefits, except paid sick leave.

Termination/Separation: The separation of an employee from employment with Triview Metropolitan District by resignation, retirement, dismissal, lay-off, disability or death.

Transfer: Any movement of an employee to a position with comparable wages and responsibility

Vacant Position: An unoccupied position.

Voluntary Demotion: Any movement initiated by an employee to a position of lesser responsibility at a lower skill level. An employee who accepts a voluntary demotion is subject to the wages, benefits, and policies of the new position.

## **EQUAL EMPLOYMENT OPPORTUNITY**

The District is dedicated to the principles of equal employment opportunity in any term, condition or privilege of employment. We do not discriminate against applicants or employees on the basis of race, national origin, ancestry, lawful work status color, hair texture, hair type, protective hairstyles, religion, creed, sex, gender, sexual preference or orientation, transgender status, physical and mental disability, pregnancy, genetic information, age, marital status, military status, veteran status, lawful conduct outside of work, membership or non-membership in a labor organization or status in any other group protected by applicable law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal, written or physical conduct which has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, Board Members, and non-employees such as customers, clients, vendors, consultants, etc.

## **NON-DISCRIMINATION AGAINST AND REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS**

Upon request of an individual following the procedures outlined below, the District will make all reasonable accommodations for qualified individuals with known disabilities, health conditions related to pregnancy or physical recovery from childbirth, and religion, unless doing so would result in an undue hardship to the District and as outlined below. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

### **Individuals with Disabilities.**

The District complies with the Americans with Disabilities Act and all other applicable laws prohibiting discrimination in employment against qualified individuals with disabilities. The District also provides reasonable accommodation for such individuals in accordance with these laws. If any employee believes they have been discriminated against or that the District has failed to provide reasonable accommodation, they must file a complaint in accordance with \_\_\_\_\_ [The complaint procedure outlined below.](#)

#### **Pregnancy, Childbirth and Related Medical Conditions.**

The District treats pregnant employees and applicants the same as all other employees/applicants. The District will not exclude the pregnant employee from employment because of pregnancy, childbirth, or related medical conditions. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, will be treated the same as disabilities caused or contributed to by other medical conditions.

As with any other employee, a pregnant employee will be permitted to work as long as a physician determines the employee can perform the essential functions of the job. If the employee is unable to perform the essential functions of the job, the District will treat the employee in the same manner as it treats other temporarily disabled employees.

The District will provide reasonable unpaid break time or allow an employee to use paid break time, mealtime or both, each day to allow the employee to express breast milk for her nursing child for up to two years after the child's birth. The District will make reasonable efforts to provide a room or other location in close proximity to the work area, other than a toilet stall, where an employee may express breast milk in privacy.

Upon request of the pregnant employee/ following the procedures outlined below, the District will make all reasonable accommodations for health conditions related to pregnancy or physical recovery from childbirth unless such accommodations would impose an undue burden on the District.

#### **Religious Accommodation**

An employee may submit a written request for reasonable accommodation(s) of the employee's religion by following the procedure below.

#### **Procedure for Requesting Accommodation**

If an employee believes they are a qualified individual with a disability, an individual who needs accommodation related to disability, pregnancy or birth, or an individual requesting religious accommodation, the employee may make a written request for reasonable accommodation(s) to the District Manager. The District Manager or a Designee will meet with the employee to discuss and identify the precise limitation(s) resulting from the disability and the potential accommodation(s) the District might make to help overcome those limitation(s). The District Manager or the Designee (and, if necessary, other District representatives identified as having a need to know) will determine the feasibility of the requested accommodation(s), considering various factors, including, but not limited to, the nature and cost of the accommodation(s), the availability of tax credits and deductions, outside funding, the District's overall financial resources and organization, and the accommodation's impact on District operations, including its impact on other employees to perform their duties and the District's ability to conduct its business and fulfill its purpose. The employee will be informed of the District Manager's decision on the accommodation request within a reasonable period.

#### **Harassment and Discrimination Prohibited - Generally**

The District prohibits any form of harassment or discrimination of an employee based on race, hair texture, hair type, protective hairstyles, color, religion, creed, sex, gender, sexual orientation, transgender status, national origin, ancestry, citizenship status, disability, pregnancy, mental health, genetic information, age, marital status, military status, veteran status, lawful conduct outside of work, membership or non-membership in a labor organization or status in any other group protected by applicable law. Employees are prohibited from engaging in unlawful harassment or discrimination while on-duty or engaged in any District-related activity, including District-related activities occurring off the District Premises. Employees also are prohibited from illegally harassing or discriminating against any other employee or person while on duty, or while in any manner representing the District in any capacity. Illegal harassment or discrimination that interferes with any employee's ability to perform their duties is prohibited.

### SEXUAL HARASSMENT

The District strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, written or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Inappropriate sexual conduct that could lead to a claim of sexual harassment is expressly prohibited by this policy. Such conduct includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Regardless of title or position, no District employee, including but not limited to supervisors, and no District Board Member has the authority (express, actual, apparent or implied) to harass or discriminate against an employee or any other person. This policy applies while on the job or during any District-related activity.

### COMPLAINT PROCEDURE

If an employee believes there has been a violation of the EEO policy or harassment based on the protected classes outlined above, including sexual harassment, the employee must contact the employee's Department Manager who will promptly investigate the matter and take appropriate corrective action. The employee's complaint will be kept as confidential as practicable. If the employee feels they cannot go to their Department Supervisor, the employee should report the incident to the District Manager. If the report involves the District Manager, the employee must report the harassment or discrimination to a Board member. If the report involves a Board member, the employee must report it to

another Board member. If the report concerns sexual harassment, the employee may request that a person of the same gender be provided to receive the report. The District expects employees to make a timely complaint to enable the District to promptly investigate and correct any behavior that may be in violation of this policy.

If the District determines that an employee's behavior is in violation of this policy, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment.

#### **RETALIATION**

The District prohibits retaliation against an employee for filing a complaint under this policy or for assisting in a complaint investigation. If an employee perceives retaliation for making a complaint or due to their participation in the investigation, please follow the complaint procedure outlined above. The situation will be promptly investigated.

## SECTION I - NEPOTISM

### **1.1 NEPOTISM**

The District wishes to give any qualified applicant the opportunity for employment with us whether related to present employees or not. However, certain situations may be avoided, at the discretion of the District Manager such as where:

- Relatives would be in a position to supervise another relative.
- Relatives have access to confidential information including payroll and personnel records.
- Relatives audit, verify, receive, or are entrusted with money handled by another relative.

## SECTION II - EMPLOYEE CONDUCT

### **2.1 PERSONAL CONDUCT/APPEARANCE**

It is the responsibility of all District employees to serve the public in a courteous and efficient manner. The District expects all employees to observe the highest standards of conduct and integrity in the performance of duties. Employees are also expected to act and dress safely, appropriately and in a manner that reflects favorably upon the District. Creating and maintaining good relations with the public is of primary importance.

Employees shall not take or utilize any District property for their own use. They are responsible for the proper care, maintenance and condition of any District property assigned to them. Loss of or damage to assigned District property shall be reported to the appropriate supervisor within 24 hours of the loss or damage.

### **2.2 OUTSIDE EMPLOYMENT**

Employment with the Triview Metropolitan District shall be the principal vocation of full-time employees.

An employee may engage in outside employment provided the following conditions are met:

- The outside employment does not interfere with job performance.
- The outside employment does not conflict with the interests of the District.
- The outside employment does not give rise to an appearance of impropriety.
- The employee has notified their Department Supervisor of the outside employment.

If the Department Supervisor determines that outside employment is interfering with effective job performance, the employee may be required to terminate either the outside employment or employment with the District.

### **2.3 INDEPENDENT CONTRACTING**

Full-time employees cannot be independent contractors for the District.

### **2.4 CONFLICT OF INTEREST**

In making decisions, all employees of the District must exercise independent judgment for the best interest of the District. Personal or outside interests or relationships must not influence employees to the detriment of the District.

Employees of the District must not engage in any activities or relationships, including personal investment, which might directly or indirectly result in a conflict of interest, or impair their independence of judgment. They must not accept gifts, favors, or benefits that might tend in any way to influence them in the performance of their duties.

If employees have any question whether a situation is a conflict of interest, employees should discuss the matter with their supervisor. If it remains unresolved the employee shall refer the matter to their District Manager a final determination.

#### 2.41 Personal Gain Prohibited

Employees must not demand from any person(s) pay or other reward for services rendered as a District employee. In addition, employees must not accept any gifts or gratuities having a value in excess of \$65.00, unless the gift or gratuity is reported to and approved by the District Manager. Employees are prohibited from using District employment with/service to the District for personal gain.

### 2.5 POLITICAL ACTIVITY

No employee shall work on a campaign during his/her working hours or use any public facility or equipment in a campaign during working hours. No transportation or advertising involving public property or funds shall be provided for the purpose of influencing, directly or indirectly, the passage or defeat of an issue.

Employees are free to participate in any political affiliations, activities and campaigns, permissible by law, on their own time and away from the offices of Triview Metropolitan District. Employees shall refrain, however, from any such activities that give the impression of being endorsed by the District.

While on work time, an employee shall not publicly support any candidate for District office, shall not circulate any nominee petitions for such an office, and shall not distribute campaign literature, buttons, placards or similar materials on behalf of any candidate.

Any employee who is subjected to pressure or coercion to participate in a District political campaign should report the incident to the District Manager immediately. Each reported incident will be investigated by the District. Any employee found guilty of coercion or found to be in violation of any provision of this policy shall be subject to disciplinary action, which may include dismissal.

### 2.6 DRUG AND ALCOHOL POLICY

This policy applies to all employees, including those who require a Commercial Driver's License (CDL) as a requirement of their employment or hold a safety-sensitive position. While the District's drug and alcohol policies outlined below may exceed the minimum requirements under the Department of Transportation, they nevertheless apply to all employees. Where an employee with a CDL is involved and the issue is covered by the Department of Transportation guidelines, the Department of Transportation guidelines as to testing, collection and consequences will be followed at a minimum. Such guidelines are presently available at

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/EmployerGuidelinesOctober012010.pdf>

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as may be amended from time to time, and a hard copy is available upon request.

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~~This policy applies to any employees who do not require a Commercial Drivers' License (CDL) as a requirement of their employment or who does not hold a safety sensitive position. Any employee who is required to have a CDL as a condition of employment or holds a safety sensitive position should refer to the CDL policy outlined in the back of these Personnel Guidelines.~~

#### **Prohibited Illegal Drug/Alcohol Use and Restricted Prescription Drug Use**

While performing any District duty or activity, while on the District Premises, or while engaged in District business or activities off the District Premises, employees are prohibited from:

- Buying, selling, soliciting to buy or sell, transporting dispensing, manufacturing, promoting, possessing, using or being under the influence of illegal drugs;
- Buying, selling, soliciting to buy or sell, transporting, dispensing, manufacturing, promoting, possessing, or illegal drug paraphernalia;
- Buying, selling, possessing, using or being under the influence of any amount or type of alcohol (including medications or over-the-counter remedies containing alcohol), except off-duty members in connection with a District authorized event, such as a holiday party.

The foregoing illegal drug/alcohol related conduct also is prohibited during non-working hours to the extent that, in the District's opinion, it impairs an employee's ability to perform the essential functions of your job.

A prescription drug must only be brought on the District Premises by the person for whom it is prescribed. Prescription drugs must be used only in the manner, combination and quantity prescribed. Employees are prohibited from using or being under the influence of a legal drug whose use can adversely affect your ability to perform the essential functions of your job. If, for medical reasons, an employee is required to take prescription or over-the-counter drugs that could affect the employee's ability to perform their duties, the employee must notify their supervisor immediately.

Marijuana, whether recreational or medical, and psilocybin are controlled substances and illegal under federal law. Further, no physician has the legal authority to prescribe medical marijuana for any purpose. Use of recreational or medical marijuana or psilocybin will be treated the same as use of an illegal drug under this policy.

#### **Required Tests**

**Applicants.** The District conditions every offer of employment/volunteer service on the passing of a blood or urine test for the presence of illegal drugs or alcohol. The District does not hire job applicants to individuals who fail to take and pass this test.

The District has the right to require a member to submit to illegal drug and alcohol testing whenever the District has a reasonable suspicion that the employee is under the influence of illegal drugs or alcohol while on duty. Circumstances that may constitute a basis for determining reasonable suspicion include, but are not limited to:

- Abnormal or erratic behavior, or behavior that is otherwise suspicious;
- Information of recent illegal drug or alcohol use provided by a reliable and credible source;
- Direct observation of illegal drug or alcohol use, purchase or sale;
- Presence of a physical symptom of illegal drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes);

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- An accident involving a District Vehicle.
- Aggressive or violent behavior;
  
- Possession of alcohol or illegal drugs; or
- Other circumstances that may give rise to reasonable suspicion based on a good faith belief and information.

The District Supervisor or designee shall document in writing the facts constituting reasonable suspicion. The facts shall be disclosed to the employee at the time the order for illegal drug and alcohol testing is made. The District Supervisor or designee shall have at least one reliable credible witness, which may be the District Supervisor or designee. All diagnostic illegal drug screenings and alcohol tests based on reasonable suspicion must have the prior approval of the District Supervisor or designee. If the employee is notified of reasonable suspicion to be tested, the employee must report immediately to the District's designated provider. A District representative will accompany you to the collection site.

**Positive Illegal Drug/Alcohol Test; Refusal to Submit to Test**

An applicant who without an acceptable reason fails to report for, or a member who refuses to submit to or who tests positive on, an illegal drug/alcohol test, shall not be hired or appointed.

An employee who, without an acceptable reason, fails to report for, or an employee who refuses to submit to, an illegal drug/alcohol test, shall be terminated.

An employee who tests positive on an illegal drug test may be terminated; provided, that, the District has discretion to determine if the employee was "under the influence" at work as to marijuana and/or alcohol. For the purposes of this policy, an employee is "under the influence" if the employee fails a drug or alcohol test using any standard lab testing procedure if the results of the test show the concentrations of drugs or alcohol are equal to or greater than the cutoff concentrations set forth in DOT Rule 49 CFR Part 40, Section 40.87 (drug test) and Section 40.23 (alcohol test). This standard, as amended from time to time, shall be applied to determine if a person is under the influence.

An employee who tests positive on an alcohol test may be subject to disciplinary action, up to and including termination.

**Illegal Drug/Alcohol Related Convictions; Duty to Notify the District.**

- a. An employee who drives a District Vehicle or personal-vehicle to conduct District Business shall notify their District Supervisor within 24 hours of being charged with an offense involving the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug or an alcohol-related offense.
- b. All District employees shall within five calendar days notify their District Supervisor if they are convicted of, or plead guilty/no-contest to, an alcohol related offense or a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug.
- c. An employee who fails to notify their District Supervisor in accordance with the requirements of subparagraph (a) or (b), above, may be immediately terminated.
- d. A District employee who is convicted of a criminal drug charge for the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug, or an alcohol related offense, may be subject to disciplinary action, up to and including termination.

This policy supersedes and replaces the Drug and Alcohol Policy adopted by the Triview Metropolitan District Board Of Directors on September 8, 2015

#### **Smoking and Tobacco Products**

Employees shall not smoke on the District Premises or in any District Vehicle. Smoking is prohibited, including the use of electronic cigarettes and/or vaping devices, on the District Premises or while performing any duty/activity on behalf of the District. The use of other types of tobacco products is also prohibited. Employees may smoke, vape or use tobacco products while on breaks in designated outdoor areas only.

#### **No Sexual Activity**

Employees are prohibited from engaging in sexual activity while on the District Premises, in District vehicles, or while performing any District duty or activity, regardless of whether the sexual activity is consensual.

#### **The District's Right to Conduct Reasonable Searches**

This Handbook shall serve as notice that you are required, without further notice and upon the District's request, to submit to a reasonable search of any vehicle brought on the District Premises; any pocket, package, purse, briefcase, tool box, lunch box, sack or container of any kind brought or kept by the employee on the District Premises; and a desk, locker, computer or other container provided by the District.

All spaces on the District Premises or under the control of the District remain subject to search even though you use such space or consider the space to be private. The District's communications system and all information and data on the District's communications system remains District property at all times. You have no right to privacy to any information or data received, sent, generated or stored on the District's communications system. Employees will be issued passwords for use on the computer and network systems; however, administrative passwords may be used to gain access and inspect the contents of any District computer or account. These administrative passwords shall not be blocked in any manner by means of codes, passwords, encryption or otherwise.

An employee's refusal to submit to, or interference with, a search may result in immediate termination or may be considered by the District as a voluntary resignation. Employees are hereby on notice that the District may contact appropriate law enforcement authorities in the event of reasonable suspicion to believe you may have an illegal item or substance on the District Premises.

#### **2.7 WORKPLACE VIOLENCE**

Triview Metropolitan District strives to maintain a work environment free from intimidation, threats, or violent acts. This includes, but is not limited to: intimidating, threatening, or hostile behaviors, physical/verbal abuse, vandalism, arson, sabotage, or any other act which in management's opinion is inappropriate to the workplace. In addition, bizarre or offensive comments regarding violent events and/or behavior are not tolerated.

An employee, who experiences any of the foregoing, whether from a member of the public, a coworker, a supervisor, or other person, should report the same promptly to a supervisor, Department Supervisors or the District Manager. The employee is urged to put the notification in writing.

No employee shall be subjected to reprisal or retaliation for making such a notification. The employee should report immediately any incidents of reprisal, retaliation or harassment which occur as a result of making such a notification.

Upon notification, an investigation shall be promptly undertaken. Disciplinary and/or corrective action will be taken when determined to be warranted. The complaining employee shall be notified of the results of the investigation. To the extent possible and reasonable under the circumstances, complaints and investigations will be handled in a confidential manner.

If it is determined that any employee's conduct violates the District's workplace violence policy, the employee shall be subject to corrective and/or disciplinary action.

In the interest of maintaining a workplace that is safe and free of violence, the District prohibits the possession or use of unconcealed weapons and the possession or use of concealed weapons on District property by District employees, regardless of whether or not the employee is licensed to carry the weapon.

Weapons include, but are not limited to, handguns, firearms, explosives, and knives with an overall blade length exceeding 3 1/2 inches. If employees have a question regarding whether an item is covered by this policy, they should call the District Manager. Employees have the responsibility to make sure that any item not specifically listed above that is possessed by the employee is not prohibited by this policy.

The District reserves the right at any time and at its discretion to search all District owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Any employee failing or refusing to promptly permit a search under this policy will be subject to discipline up to and including discharge.

Any behavior listed above should be immediately reported to a supervisor or Department Supervisor. Complaints will receive attention and the situation will be investigated. Based on the results of the inquiry, action will be taken which management believes is appropriate. Employees should directly contact the Police Department or call 911 if they believe there is an imminent threat to the safety and health of employees or property.

## **2.8 VEHICLES**

All employees who operate District-owned or private vehicles while performing any duty or activity for the District, must obey the following rules:

### **1. Valid Driver's License.**

A valid state driver's license, unrestricted except for corrected vision or other restriction(s) that can be reasonably accommodated, is a condition of employment and continued employment with the District. On or before January 31st of each year, each employee must submit a copy of Employee's valid state Driver's License to the Human Resources Manager.

### **2. Insurance**

All employees must be insurable by the District's insurance carrier. All employees must maintain insurance on any private vehicle that may be used for District business. Copies of current automobile insurance forms must be on file for all employees.

### **3. Driving Requirements/Cell Phone Use**

While operating a vehicle in the conduct of District business, or any activity on behalf of the District, the employee shall use good manners and obey all laws. Generally speaking, employees should not use cell phones to conduct District business and should use their assigned two-way radio. An employee using a two-way radio or cell phone to conduct District business or

engage in any activity on behalf of the District shall not use the two-way radio or cell phone to send or receive calls or text messages while driving any District vehicle, or while driving a personal vehicle in the conduct of District business or an activity on behalf of the District. If it is necessary for the employee to use the two-way radio or cell phone while driving the vehicle, the employee shall safely stop, obeying all traffic laws, and use the two-way radio or cell phone. After use of the two-way radio or cell phone is completed, the employee may resume driving the vehicle. Employees also may use a hands-free device as permitted by law. The District provides a hands-free device in each District Vehicle.

#### 4. Seat Belt Use

All Triview Metropolitan District employees and any persons under direct contract with the Triview Metropolitan District and passengers who occupy District-owned vehicles, District-owned construction equipment or privately-owned vehicles while on District business shall use the seat belt restraint system installed in the vehicle which system normally will be that provided by the vehicle manufacturer. The lap belt and/or shoulder harness shall be used in accordance with the intended use and design of the manufacturer of the seat belt restraint system. The vehicle lap restraint system, shoulder harness and other similar restraint device where such equipment is available shall be securely fastened prior to and throughout the operation of the vehicle or construction equipment. Each Department Supervisor shall be responsible for assuring that all vehicles assigned to the Department have operable, fully functioning, seat belt restraint systems in place. Each Department Supervisor will be further responsible for enforcing this regulation among employees in the Department and others under the Supervisor's control and direction who are under direct contract with the District.

#### 5. Accidents

All accidents involving a personal vehicle used on District business, no matter how minor, must be reported immediately to District Human Resources. A written report must be forwarded to District Human Resources within 24 hours.

#### 6. Traffic Violations

Any driver's license revocation, confiscation or suspension, DUI, DWAI, or citations for reckless or careless driving shall be reported immediately to District Human Resources, regardless whether the citation occurred while the employee was on the job or engaged in District business, or occurred off the job on personal time. Each year, the District will review the motor vehicle driving records of any Employee who drives a vehicle as part of Employee's job responsibilities.

### 2.9 STAFF USE OF ELECTRONIC MAIL

Electronic mail is an electronic message that is transmitted between two or more computers or electronic terminals, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval. Electronic mail includes all electronic messages that are transmitted through a local, regional, or global computer network.

All District electronic mail systems are owned by the District and shall be used for the purpose of conducting official District business only. All other uses, including personal use, are prohibited.

Users of District e-mail systems are responsible for their appropriate use. All illegal and improper uses of the electronic mail system, including but not limited to pornography, obscenity, harassment, solicitation, gambling and violating copyright or intellectual property rights are prohibited. Use of the

electronic mail system for which the District will incur an expense without express permission of a supervisor is prohibited.

Electronic messages are not for private or confidential matters. Because there is no guarantee of privacy or confidentiality, other avenues of communication should be used for such matters.

In order to keep District electronic mail systems secure, users shall not leave the terminal signed on when unattended and shall not leave their password available in an obvious place near the terminal or share their password with anyone except the electronic mail system administrator.

Electronic messages are not private. The District retains the right to monitor, review, store, and disclose all information sent over the District electronic mail system at any time for any reason, without notice to the employee.

Except as provided herein, District employees are prohibited from accessing another employee's electronic mail without the express consent of the employee. All District employees are advised that electronic mail messages can be retrieved even if they have been deleted and that statements made in electronic mail communications can form the basis of various legal claims against the individual author or the District.

Electronic mail sent or received by the District or the District's Board of Directors and employees may be considered a public record subject to public disclosure or inspection under the Colorado Open Records Act.

District employees shall be subject to disciplinary action, including termination, for violation of this guideline and regulation.

## **2.10 STAFF USE OF DISTRICT COMPUTER RESOURCES**

All District computers and other devices, including cellular phones, must be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this guideline may result in revocation of access privileges and may result in disciplinary action, including termination.

Employee use of District computers and other devices, including cellular phones, must be consistent with the objectives of the District. Transmission or access of any material in violation of any U.S. or state law or regulation is prohibited, as is transmission or access of nonwork-related material. Access to sexually oriented material is specifically prohibited. The District reserves the right to determine what use of District computers and other devices, including cellular phones, in the workplace is appropriate.

Internet transactions and e-mail and text messages are not private. District staff and administrators may monitor these transactions and messages at any time, for any reason without notice to the user.

Security on the District's computer network is a high priority. The District is to be notified of known or suspected security problems. Any user identified as a security risk, or as having a history of problems with other computer systems, may be denied access to the internet. Vandalism will result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data of another user, or any agencies or other networks that are connected to the Internet. This includes, but is not limited to, the uploading or creation of computer viruses.

Without specific permission from the District, staff members are prohibited from accessing fee services via the Internet. If such services are accessed, the staff member will be responsible for any fee or cost involved.

All employees shall be required to agree in writing to the conditions of this guideline, and to such other terms and conditions as the District may require, as a condition to use of District computers and other devices, including cellular phones, in the workplace.

## 2.11 SOCIAL MEDIA POLICY

Before reading this policy, please read the definitions of "Posts" and "Social Media" contained in the Definitions section of this Handbook. Employees should ask their supervisor or the District Manager if they have any questions regarding these definitions.

The District understands an employee may maintain or contribute to Social Media and/or engage in Posts outside of the employee's position with the District and may periodically engage in Posts containing information about the employee's District position or District activities on Social Media. If an employee engages in such activities, the employee is required to exercise good judgment, and comply with this Handbook.

The District has the right to monitor and review Social Media Posts made by an employee while on-duty and, from time to time, those made while off-duty by the employee as it deems as necessary and appropriate for the efficient and effective administration and operation of the District. To that end, the Employee has no expectation of privacy while using District owned or leased equipment, even when the employee is merely using the equipment to access their personal email account or other Social Media. Pursuant to C.R.S. § 24-72-203, employees are advised that Posts, e-mails and text messages to/from the employee may be deemed public records and subject to disclosure under the Colorado Public (Open) Records Act.

AN EMPLOYEE'S USE OF DISTRICT LEASED OR OWNED EQUIPMENT CONSTITUTES THE EMPLOYEE'S CONSENT FOR THE DISTRICT TO MONITOR AND INTERCEPT THE EMPLOYEE'S ELECTRONIC TRANSMISSIONS WHILE IN TRANSIT, AFTER RECEIPT OR WHILE STORED ON DISTRICT LEASED OR OWNED EQUIPMENT UNDER TITLE I AND II OF THE ELECTRONIC COMMUNICATIONS PRIVACY ACT OF 1986.

Employees may not disclose confidential information of the District and its employees (including personnel information), or of third parties who have provided confidential information to the District.

In maintaining or contributing to Social Media or engaging in Posts, employees must not use the District's name in their identity (e.g., username, "handle" or screen name). Employees also must not speak as a District representative, unless expressly authorized by the District.

Mutual respect and teamwork are essential to effective and efficient District administration and operation. Employees must be courteous, respectful, and thoughtful about how the District and its employees may be affected by Posts. Incomplete, inaccurate, inappropriate, threatening, harassing or poorly worded Posts may be harmful to other employees, damage employee relationships, undermine the District's efforts to encourage teamwork, violate this Handbook, and harm the District, which may result in corrective or disciplinary action up to and including termination.

Employees bear full responsibility for information contained in their Posts and Social Media. Employees must make certain that their Posts are accurate and must correct any inaccurate statements the employee may make. Employees must not reference other District employees or District customers without obtaining their express permission to do so. Most Social Media sites require that users, when they sign up, agree to abide by a Terms of Service document. Employees are responsible for reading, knowing, and complying with the Terms of Service of the Social Media sites the employee uses.

Stated simply, an employee's decision to use a different medium does not excuse recklessness in public communication or limit the District's ability to regulate their Social Media and Posts as it could any other communication. The District supports an employee's right to engage in discourse about matters of public concern consistent with the employee's First Amendment rights. However, the District prohibits actions that violate this policy, any other District rule relating to social networking, Posts and Social Media, or any other form of public expression.

### **SECTION III - HOURS OF WORK**

#### **3.1 WORK WEEK**

The standard work week consists of 40 hours worked during a period commencing at 12:01 a.m. on Monday and ending at midnight on Sunday.

#### **3.2 WORK BREAKS/LUNCH BREAKS**

As a local government, the District is not required to comply with the Colorado COMPS Order, which provides for breaks and meal periods at specific times; however, work breaks are currently provided to District employees. Generally, breaks are 15 minutes long and are included in the employee's paid work time. The scheduling of work breaks will depend upon the working conditions and constraints within each department and will be determined by the supervisor. Break time may not be accrued by an employee to shorten the workday. Lunch breaks are department specific.

#### **3.3 UNAUTHORIZED ABSENCE**

All employees are expected to be on time for work. In addition, regular attendance is considered an essential function and is necessary for the efficient operation of the business.

Employees who are going to be absent or late must contact their supervisor as soon as possible prior to the start of their shift. Leaving messages with other employees or on voice mail is not acceptable.

Failure to call-in when absent may result in disciplinary action up to and including termination.

#### **3.4 OVERTIME**

Non-exempt employees shall not be required to report early or stay late unless the time spent in excess of 40 hours in one week is recorded and compensation is made for the additional time worked. ALL SUCH TIME MUST BE AUTHORIZED IN ADVANCE BY THE EMPLOYEE'S SUPERVISOR. Supervisory staff are responsible for assuring that no overtime is worked unless specifically authorized. For the purpose of calculating overtime payment, only hours actually worked are counted. Consequently, hours paid but not worked, e.g., vacation, and sick are not counted.

Any non-exempt employee who works overtime (in excess of 40 hours in a seven-day work week) which is approved by the supervisor shall be paid overtime pay at the rate of one and one-half (1 and 1/2) times his/her hourly rate of pay. Each work week must be considered separately when computing overtime worked.

Any non-exempt employee who works on a holiday, as "holiday" is defined in Section 9.3 of these guidelines, which work is approved by the supervisor, shall be paid overtime pay at the rate of one and one-half (1 and 1/2) times his/her hourly rate of pay.

### 3.5 SAFE HARBOR POLICY/ SALARY BASIS REQUIREMENT FOR EXEMPT EMPLOYEES

Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; for absences of a partial day due to sickness or vacation if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness or vacation; to offset amounts employees receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act. In absences under the FMLA, either partial day or full day deductions may be made.

It is the District's policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all Department Supervisors from making any improper deductions from the salaries of exempt employees. If an employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to the employee's direct supervisor or to the District Manager. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

### 3.6 CLOSURE OF DISTRICT FACILITIES

In the event the District Manager closes operations due to inclement weather or for any other reason, employees scheduled to work will be compensated for the hours missed at work. Employees on approved leave during the unexpected closing of District business shall be charged their scheduled leave time for those hours the District is closed.

Employees who work in positions which are essential for snow or other emergencies (public works crews and their office staff, dispatch crews and maintenance supervisors, for example, as determined by their Department Supervisor) will be required to report to work if reasonable efforts will enable them to travel safely to the work site. These essential services employees who cannot report to work, after exhausting reasonable efforts to do so, will be paid for the hours missed if they have notified their supervisors of their inability to report for work. Employees who are able to report to work will be paid for the day at their regular rates of pay. If the hours actually worked by an employee are overtime hours for the week (i.e., in excess of 40 hours), then compensation will be at overtime rates.

Non-essential employees who cannot make the trip to work will be compensated for the hours of work missed due to the closure.

### 3.7 TEMPORARY MODIFIED WORK DUTY PROGRAM

Triview Metropolitan District employees may be assigned modified duty or temporary work reassignment in circumstances determined appropriate for full-time employees who are unable to perform regular duties due to an injury sustained either on or off the job or illness. The types of modified duty/temporary job reassignment available may include the following:

- Job restructuring by reallocating or redistributing job functions or by altering when and/or how such functions are performed.
- Reassignment to another, vacant position, if appropriate.
- Other methods as warranted.

Each of the following conditions must be met by an employee seeking modified duty/temporary assignment:

- The employee must provide a physician's statement indicating that the employee is unable to perform regularly assigned duties. The statement must contain the physician's estimate of the time the condition is expected to exist and a statement releasing the employee to return to work for the modified duty/temporary reassignment. Limitations or restrictions shall be specifically noted along with a statement that the modified duty or temporary reassignment can be performed by the employee and is within the employee's limitations or restrictions.
- The Department Supervisor must determine that the modified duty/temporary reassignment is available within the department, that it is consistent with the restrictions indicated by the physician and that it will not impose an undue hardship upon operations. If the reassignment is to be a position created as a temporary job, the duration of the assignment shall be limited to the temporary period established for the job.
- The District shall have the option of obtaining a second medical opinion at its expense.
- If no position is available within a Department, the Department Supervisor shall consult with the District Manager who shall attempt to find modified duty jobs in other departments. If modified duty is available within medical limitations, the District may compel the employee to perform such work.

The Department Supervisor under whom the modified duty/temporary assignment work is performed shall be responsible for overseeing the employee and tracking the number of hours worked by the employee each week.

Regular updates from the physician may be required during the modified duty/temporary assignment period.

All information from the physician shall be collected and maintained on separate forms in separate medical files and shall be treated as a confidential medical record except as otherwise permitted or required by law.

The modified duty/temporary assignment shall be evaluated every two weeks by the responsible Department Supervisor regarding continuation or termination of the modified duty/temporary reassignment.

A physician's release authorizing the employee to return to full regular duty shall be required before the employee may be returned to the employee's regular position.

In no way shall modified duty/temporary assignment confer any continuing right on the employee to occupy the position as modified, or the position to which the employee is temporarily reassigned, or any other position.

If any modified duty/temporary assignment is available, it may be full-time with no use of sick leave at the employee's normal pay or part-time. At the employee's election, partial use of sick leave hours may be utilized to bring hours up to a full paycheck, depending upon doctor's orders regarding hours of work.

Absent unusual circumstances requiring specific approval by the Department Supervisor to extend the modified duty/temporary assignment; the maximum time an employee shall be on modified duty/temporary assignment shall be three months. If no modified duty/temporary assignment is available, the employee will use available sick leave and other forms of leave available.

An employee who refuses a medically authorized modified duty/temporary assignment may be subject to reduction or termination of certain workers' compensation benefits as provided by law.

### 3.8 STANDBY/ON-CALL PAY

Certain employees may be required to be available to respond for emergency call out from their off-duty status. For this requirement, they may need to respond within a certain time period and in a condition to work immediately upon responding to the worksite. For this partial limitation of personal freedoms, the District is willing to offer some compensation as is stated below. Stand-by/on-call pay will be determined by the Department Supervisor.

#### CONDITIONS

- A. The employee will have general use of his/her off-duty time.
- B. The employee must respond within 30 minutes of being called to respond.
- C. The employee must not be under the influence of, or otherwise impaired in any way by, any illegal drug, marijuana, psilocybin, or alcohol.
- D. The employee must be ready to work in proper work attire.
- E. The employee must carry the assigned radio, cell phone, or pager to be able to receive a work call.
- F. The employee may trade all or split a portion of the stand-by time and pay with another/other approved employee(s) with advance notice to his/her supervisor.
- G. Failure to respond pursuant to paragraphs B, C, D and E, will result in:
  - 1. Standby pay being withheld for that shift and
  - 2. Possible disciplinary action.

### 3.9 PROBLEM SOLVING

Employees who disagree or are dissatisfied with a District practice should promptly discuss the matter with their supervisor, where appropriate. Normally, this discussion should be held within 3-5 days of the incident, or in a timely manner. Discussions held in a timely manner will enhance the ability to resolve concerns while it is fresh in everyone's mind. The majority of misunderstandings can be resolved at this level.

If the solution offered is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to their Department Supervisor. If the problem still cannot be resolved, employees may submit a written complaint, within 5 days of the incident, to the District Manager for review and final decision about the situation. Please refer to the EEO/ Harassment Complaint Procedure for any complaints relating to discrimination, harassment or retaliation based on a report of discrimination or harassment.

### 4.0 SEASONAL EMPLOYEE

Seasonal Worker is an employee designated to work during a defined season. A seasonal worker may be employed during annually reoccurring periods of work. A seasonal worker may only be employed up to 181 days or twenty-six (26) weeks during a season. A seasonal worker must not work a period of forty-five (45) days between seasons. A seasonal worker is not eligible for benefits, except paid sick leave or FMLI.

Seasonal Worker Designated Season: Summer season defined as; May 1<sup>st</sup> through October 31<sup>st</sup> not to exceed 181 days or twenty-six (26) weeks). Winter season defined as; November 1 through April 30<sup>th</sup> (not to exceed 181 days or twenty-six (26) weeks).

#### 4.1 TEMPORARY EMPLOYEE

An employee who is hired in a job established for a temporary period or for a specific assignment. Temporary employees are currently not eligible for District benefits, except paid sick leave or FMLI.

#### 4.2 PERFORMANCE EVALUATIONS

Evaluating employee job performance and providing feedback is an important factor in making employment-related decisions. The District endeavors to conduct employee reviews on an annual basis, particularly for new employees.

#### 4.3 PROBATION PERIODS

All newly hired, rehired, transferred, demoted and promoted employees will be on a probation period for six months. Probation can be extended an additional six months at the supervisor's discretion. Employees may receive at least one informal evaluation after the first three months of performance and one formal evaluation at the end of the probation period. The successful completion of this period should not be construed as creating a contract or guaranteeing employment for any specific duration or as establishing a "just cause" termination standard. All employees are "at-will", subject to the notice requirements outlined below, and may be terminated at any time and for any reason. There is no guarantee of employment for the entire probationary period or otherwise.

### SECTION V - DISCIPLINARY SITUATIONS

#### 5.1 DISCIPLINARY SITUATIONS

It is the responsibility of all District employees to maintain the standard of conduct and level of performance that are essential for the efficient, effective, and safe operation of Triview Metropolitan District. When the conduct or performance of an employee falls short of standards or expectations, the District shall have the right to take prompt disciplinary action. Disciplinary penalties may take the form of a verbal warning, written warning, suspension, involuntary demotion, or termination, depending on the circumstances. There is no express or implied right to receive a corrective action or counseling prior to or in conjunction with a disciplinary action. Action taken by the District in one case does not establish a precedent with respect to any other case.

Prior to taking any adverse action involving an unpaid suspension, involuntary demotion or termination, an employee will receive written notice of the supervisor and/or District Manager's intent to take such action. The employee will have 3 business days to submit a written response to the notice. Thereafter, whether or not the employee submits a written response, the supervisor and/or District Manager will meet with the employee to discuss the notice and response, if any. This procedure is designed to provide the employee with notice and an opportunity to respond. Within 7 business days after the meeting, or as soon as practicable, the supervisor and/or District Manager will provide a final decision to the employee. As outlined below, only a Department Supervisor and/or District Manager may take action to terminate employment.

### SECTION VI - SEPARATION

## **6.1 RESIGNATION**

If an employee desires to end their employment relationship with the District, we ask that the employee notify us as soon as possible of the intended resignation.

## **6.2 TERMINATION**

When management finds an employee's performance is unsatisfactory or an employee's conduct is unacceptable, or the individual is not working out for whatever lawful reason, the employee may be terminated subject to the procedure outlined above. Employees may be terminated at the discretion of the Department Supervisor in conjunction with the District Manager. See policy 3.9.

## **6.3 LAY-OFF/REDUCTION IN FORCE**

An employee may be subject to a non-disciplinary, involuntary separation through a layoff. Such separation may be due to factors such as shortage of funds, elimination of position, or lack of work. In such cases, affected employees are given as much notice as practical.

## **6.4 REFERENCE INQUIRIES**

The District does not furnish open letters of recommendation or provide letters of reference addressed to "Whom it May Concern." In response to inquiries about an employee from prospective employer's organizations, the District will give only dates of service/employment and position(s) held. The District will not answer specific questions or give references regarding former employees unless the former employee provides specific written authorization and a release requesting the District release the additional information.

## **SECTION VII - EMPLOYEE SAFETY AND HEALTH**

### **7.1 SAFETY**

All employees are required to develop and maintain safe working practices. Inquiries concerning safety problems or violations should be directed immediately to the employee's supervisor. The District may discipline any employee for conduct that may adversely affect the safety of any employee.

The District is committed to a safe work environment for employees. Employees should report any unsafe practices or conditions to their supervisor.

If an employee is injured on the job, they must immediately report this fact in writing to their Department Supervisor.

If medical treatment for an on-the-job injury is needed, it must be obtained from the District's designated provider. If not, the employee may be responsible for the cost of medical treatment.

## **SECTION VIII - BENEFITS AND LEAVE**

For detailed information on any of the benefits provided by Triview Metropolitan District, employees should contact the District Manager. The scope and kind of benefits provided may be changed by the Board of Directors.

### 8.1 WORKERS COMPENSATION

Triview Metropolitan District provides Workers Compensation for all employees who are injured on the job and who otherwise qualify under state law.

### 8.2 BENEFITS

Detailed information on all elements of Triview Metropolitan District Benefits will be provided during new employee orientation or may be obtained from the District Manager. Benefits may be changed or eliminated at any time. This reserved right may be exercised in absence of financial necessity. In the event of any conflict between these provisions and the information that appears in the master contracts of insurance between the District and its insurance carriers or the District's master plan documents, the master contracts/documents shall govern in all cases.

### 8.3 HOLIDAYS

Dates for holidays will be established annually by the Board of Directors. Full-time employees will receive eight hours of pay, at their regular rate of pay, for those holidays designated by the Board of Directors. An annual list of specific dates will be posted prior to January 1 by the District Manager. Generally, the following holidays are observed.

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Frances Xavier Cabrini Day
- Veterans' Day
- Thanksgiving Day
- Friday following Thanksgiving.
- 1/2-Day Christmas Eve
- Christmas Day
- 1/2-Day New Years Eve

One personal day off per calendar year, subject to prior approval of the supervisor.

Holidays and personal days may not be accrued.

When a holiday falls during an employee's scheduled vacation, the employee shall be paid for the holiday at the regular rate of pay, and the holiday shall not be counted as vacation time utilized.

### 8.4 SICK LEAVE

Full-time employees accrue sick leave at the rate of eight hours per month. Non-full-time employees accrue sick leave at the rate of 1 hour for every 30 hours worked, capped at 48 hours (or 6 days) per calendar year. Sick leave begins to accrue from the original hire date. Employees are entitled to use sick leave as it accrues. When employees transfer from one department to another within the District, their accrued sick leave time will also be transferred.

Sick leave may be used for any of the following purposes:

- i. A mental or physical illness, injury, or health condition prevents an employee from working;
- ii. A family member an employee needs to care for has a mental or physical illness, injury, or health condition;
- iii. An employee or a family member an employee needs to care for needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition;
- iv. An employee or a family member an employee needs to care for needs to obtain preventative medical care;
- v. An employee or an employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the employee must be absent from work to seek medical attention, obtain services from a victim services organization, obtain mental health or other counseling, seek relocation, or seek legal services;
- vi. An employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
- vii. The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care;
- viii. The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence; or
- ix. A public official has ordered the closure of an employee's place of business or the school or place of care an employee's child due to a public health emergency.

An employee claiming sick leave must notify the immediate supervisor at their earliest convenience but no later than prior to the start of the work shift. When an employee uses sick leave for four or more consecutive workdays, the Company may require reasonable documentation establishing that the sick leave was used for a permitted purpose.

For purposes of this policy, "family" is defined as employee's immediate family member including any person related by blood, marriage, civil union, or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee with the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care.

Sick leave accrual is limited to 960-480 hours (i.e., 24-12 weeks). Any leave in excess of this amount will be paid out on December 31st of each year at a rate of 50%, i.e., one-half of any leave will be paid out and one-half will be forfeited.

## **8.5 SICK LEAVE BANK**

Any District employee may donate accrued sick leave to another District employee on a one hour-for one hour basis, with no limit. The receiving employee must have exhausted all accrued leave benefits. A "Pledge Account" system will be used where the donating employee completes the sick leave bank donation form, submitted to the staff member responsible for payroll, and pledges a number of hours which will be transferred to the receiving employee. If the receiving employee returns to work earlier than expected, the donating employee can recover the unused portion of the pledged sick leave hours. If there are multiple donating employees, the transfers will be on a pro-rata basis. Any unused pledges will be returned to the donor(s) on a pro-rata basis.

**8.6 FAMILY AND MEDICAL LEAVES OF ABSENCE ("FMLA")**

As a public entity, the District is a covered employer under the Family Medical Leave Act of 1993 ("FMLA") and must comply with various requirements outlined in the FMLA; however, the District need only provide FMLA leave (i.e., 12 weeks of unpaid leave) to "eligible employees," which the FMLA defines as those employees who, among other requirements, are employed at a worksite with 50 or more employees within 75-miles of that worksite. Because the District does not employ 50 employees, no employees are eligible for FMLA leave at this time.

**8.7 FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM ("FAMLI")**

The FAMLI program is a state-administered paid family and medical leave insurance program to which eligible employees may contribute. As a local government, the District has opted out of participation and will not collect or contribute premiums to FAMLI for those employees that voluntarily chose to opt into the program. Employees who opt in will be responsible for remitting the required premiums to the state. By law, employees who choose to participate must participate in the FAMLI program for a minimum period of three years.

The FAMLI Division of the Colorado Department of Labor & Employment will begin accepting claims and paying benefits to eligible employees beginning January 1, 2024. Employees may receive up to 12 weeks paid leave for various family and medical leave reasons, if eligible. Wage replacement benefits will be equal to 90% of the portion of the employee's wages that is equal to or less than 50% of the state average weekly wage, and 50% of the portion of the employee's wages that is greater than 50% of the state average weekly wage.

The FAMLI Division will be responsible for processing claims and determining benefits to be issued, if any. Please go to [famli.colorado.gov](http://famli.colorado.gov) for more details.

**8.6 LONG-TERM DISABILITY**

The District provides Long-term disability (LTD) benefits to eligible employees, which plan is subject to change from time to time. Please refer to the Assistant District Administrator for details on the plan eligibility, benefits and application for benefits.

**8.7 VACATION LEAVE**

Full-time Employees shall earn vacation as follows.

Year	Hours Per Month	Maximum Hours Accrued Per Year	Carry Over Limit
1 - 5	8.00	96	240
6 - 10	12.00	144	360
> - 10	16.00	192	480

When employees transfer from one department to another within Triview Metropolitan District, their accrued vacation time will also be transferred.

Employees shall earn vacation leave during periods of leave with pay, excluding periods when an employee is on Short-term and Long-term disability or any unpaid leave.

Vacation time must be earned before it is taken and will require the prior approval of the employee's supervisor. Vacations will be scheduled in advance with the employee's supervisor and will not conflict with the work requirements of the District.

Upon separation from the District, employees will be paid for the unused portion of accumulated vacation leave up to the maximum carry over limit.

Employees shall be permitted to carry over from one year to the next the number of hours shown in the chart above based on years of service, up to the Carry Over Limit. An employee will lose the amount of accrued vacation time in excess of the Carry Over Limit on December 31, of any year where accrued vacation time exceeds the Carry Over Limit.

Those employees who face the possibility of losing vacation time on December 31, may choose to be paid out, a maximum of one half of the Maximum Hours Accrued Per Year, based on their years of service, as show in the chart above. Vacation time must be earned before it can be paid out. This option can only be exercised once a year. Written notification of intent to exercise this option must be presented to the District Manager in writing prior to December 31, and include the amount of vacation time to be paid out as described above. Below is an example of how the Carry Over Limit might work.

Example:

Years of Service	Hours Accrued	Hours Used	Total Accrued	Carry Over Limit	Eligible to be Paid Out	Use or Lose
1	96	0	96	240	0	0
2	96	0	192	240	0	0
3	96	0	288	240	48	0
4	96	0	336	240	48	48
5	96	0	336	240	48	48
6	144	0	384	360	2412	012
7	144	0	540504	360	72	72

### 8.8 TIME OFF WITH PAY

Due to the nature of exempt positions, overtime or work time outside the normal work week may be required. However, if such an employee works an excessive amount of time beyond the normal work week, the District Manager may grant administrative time off with pay. The use of time off with pay is limited by the work requirements of the department.

### 8.9 BEREAVEMENT LEAVE

In addition to paid sick leave which may be used for bereavement leave, full-time employees will be entitled to 32 working hours off with pay in the event of a death in the immediate family. Requests for bereavement leave shall be made to the District Manager as much in advance as is possible. With approval of the District Manager, an employee may use accrued sick or vacation time for additional bereavement leave.

"Immediate family" is defined as spouse, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers in law and sisters in law, daughters in law and sons in law. For funerals of other relatives or friends, employees may take vacation or an unpaid leave upon the approval of their supervisor.

### **8.10 MILITARY LEAVE**

Any regular, full-time employee serving in the military will be entitled to a maximum of the equivalent of three weeks of work on the employee's regular work schedule in any one calendar year of military leave. The employee will retain military and District salaries in full for the 15 days. Seniority, job status, vacation/sick leave accruals and other District benefits will continue. Employees taking military leave beyond 15 days per year will not be paid by Triview Metropolitan District for such additional days. The District complies with the Uniform Services Employment and Re-employment Act of 1994, as amended from time to time.

### **8.11 JURY DUTY LEAVE**

A full-time employee required to serve as a witness or juror in any court of law shall be paid for the term of such service an amount equal to the greater of (a) his/her regular compensation minus any funds received from the court system for such service (not including mileage allowances), or (b) \$50.00 per day of jury service, for the first three (3) days of service. For every day of jury service following the third day of such service, the employee shall be paid his/her regular compensation minus any funds received from the court system for such service up to a maximum of 10 days (80 hours). Jury duty beyond this time is without pay from the District. For purposes of this Section 9.9, regular employees shall include part-time, temporary, and casual employees if the employment hours may be determined by a schedule, custom or practice established during the three-month period preceding the juror's term of service. In order to be granted such leave, the employee must submit a copy of the summons and other forms furnished by the Clerk of the Court which relate to the time of service. The employee is expected to return to his/her District duties if the Court duties end prior to the expiration of the employee's normal shift.

This provision does not apply to instances in which the employee is a party to the court action unless the involvement arises as a result of the employee's duties with the District.

### **8.12 MEDICAL LEAVE OF ABSENCE**

An unpaid medical leave of absence of not more than three months may currently be granted to full time employees. This unpaid leave is for absences arising from illness, injury or pregnancy where leave or other available benefits have been exhausted.

For a medical leave to be granted, the following conditions must be met:

- The employee has completed ninety (90) days of employment with the District.
- The Department Supervisor is notified by the employee as soon as possible of the need for medical leave.
- Approvals are obtained from the Department Supervisor and the District Manager prior to the unpaid leave.

The employee submits to the Department Supervisor a written statement from the attending physician outlining the reason for leave and the estimated time needed. The District reserves the right to obtain an independent doctor's opinion — at cost to the District.

When the estimated period of leave is less than three months, and an employee needs to extend the leave, another doctor's statement is required indicating the new estimated length of leave. Unpaid medical leave may not extend beyond three months.

An employee ready to return to work from leave must present a doctor's statement indicating ability to return to work.

The District may reinstate an employee ready to return from a medical leave of absence when, in the opinion of the District, it is practical to do so. The District does not guarantee reinstatement of an employee to the former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.

The District currently continues medical and life insurance benefits for an employee on leave for a maximum of three months as long as the employee continues to pay the employee's portion of the premium.

Vacation and sick leave will not accrue during a medical leave of absence. Holidays, bereavement pay, or employer's jury duty pay will not be granted during the leave. Employees who fail to return at the expiration of their authorized leave may be terminated.

### 8.13 LEAVE OF ABSENCE WITHOUT PAY

Employees may be granted an unpaid leave of absence without pay for a period of up to sixty (60) days for personal reasons. Detailed information on application for a leave of absence without pay can be obtained from the District Manager. Employees wishing to apply for Leave of Absence Without Pay for personal reasons must notify the District Manager in writing. The decision to grant Leave of Absence Without Pay will be at the discretion of the District Manager. Leave benefits will not accrue during this unpaid leave.

### 8.14 PART-TIME EMPLOYEE BENEFITS

Employees who are regularly scheduled to work less than forty (40) hours per week shall be considered part-time employees. Part-time employees working at least thirty (30) hours per week on a regular basis shall be eligible for all fringe benefits as full-time employees except that holiday pay, sick leave pay, and vacation leave pay shall be prorated according to the ratio of regular hours worked to forty (40) hours.

Part-time employees working a regular schedule of less than thirty (30) hours per week shall not be eligible for the District-paid portion of any of the benefits granted to or provided to full-time employees and the 30 — 39.99 — hour regular part-time employees, including but not limited to paid holidays, paid vacation, retirement, or health, dental, disability, and supplemental insurance benefits. Part-time employees working a regular schedule of less than thirty (30) hours per week, but at least twenty-four (24) hours per week shall be allowed to purchase, at 100% of the District's cost with no District contribution, the following five fringe benefits: 1) Health Insurance; 2) Dental Insurance; 3) Life Insurance; 4) Deferred Compensation Pension Plan (no District match); and 5) Cafeteria Plan. Any purchased benefits shall be through payroll deduction. Fringe benefits specifically not included in this offer are long-term disability, vacation leave, and holidays. The chart below summarizes the paragraph above.

		30 - 39.99 Hours/Week	24 - 29.99 Hours/Week	Less Than 24 Hours/Week
1.	Health Insurance	Yes	No, But may purchase	No

2.	Dental Insurance	Yes	No, But may purchase	No
3.	Life Insurance	Yes	No, But may purchase	No
4.	Disability Insurance	Yes	No	No
5.	Deferred Comp /Retirement	Yes	Yes, but no Dist. match	Yes but no Dist. Match
6.	Vacation Leave	Pro-rated	No	No
7.	Paid Sick Leave	Yes	Yes	Yes
8.	Holidays	Pro-rated	No	No
9.	Cafeteria Plan	Yes	Yes	Yes

### 8.15 TUITION REIMBURSEMENT POLICY

Triview Metropolitan District firmly supports the efforts of District employees to improve their job-related skills and knowledge, and to acquire the education necessary to enhance their management skills or prepare for career-related promotional opportunities. To this end the District offers Tuition Reimbursement to full time employees within the following guidelines:

- The course must not be necessary to meet minimum education requirements for the employee's current position.
- The course cannot be taken to qualify the employee for a different type of work.
- The education must be related to employee's current job and must help maintain or improve the knowledge and skills required for the job.
- In order to qualify for the tuition reimbursement, the employee must have obtained the Department Supervisor's approval prior to registration.
- The employee must pass the class with at least a C or C equivalent.
- The Tuition Reimbursement program is based upon the ability of the District to budget for the program.

**The District appreciates all employees' efforts to make the District the best place to live and work. If you have any questions regarding the personnel guidelines, please contact the District Manager, he will see your questions get answered.**

**Thank you for becoming a part of our Team!**

APPENDIX A

EMPLOYEE ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge and state that I have been provided with a copy of, and have read and understand, the [Date], 20 Handbook ("*Handbook*") of the Triview Metropolitan District ("*District*"), and that the Handbook and any subsequent amendments supersede all prior District rules, policies, procedures and benefits dealing with similar subject matter.

I understand the District Board of Directors has the right to change the District rules, policies, procedures and benefits, including any aspect of the Handbook, at any time without notice, subject only to applicable law.

I further understand the Handbook, as amended from time to time, applies to all District employees. I understand the Handbook does not constitute an express or implied contract of employment. Notwithstanding any statement to the contrary in the Handbook or any other District document (whether in electronic or paper form), or any statements made by any District Supervisor, employee or agent, I understand District employees are employed on an "at will basis". As a result, I understand that employees may terminate their employment with the District without notice at any time. Similarly, the District may terminate an employee's employment at any time with or without cause, subject only to the requirements of applicable law.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPENDIX B

AGREEMENT FOR AUTHORIZED PAYROLL DEDUCTIONS

\_\_\_\_\_ ("Employee") expressly agrees that the Triview Metropolitan District ("District") may reduce the Employee's wages or compensation for loans, advances, goods or services, and equipment or property the District provides the Employee during the course of his or her employment by the District.

Without relieving the Employee from his or her obligation to return District money or property to the District upon separation from employment, Employee acknowledges that the District may set off against Employee's final paycheck the amount or value of the property he or she failed to return. Nothing in this agreement authorizes a deduction below minimum wage.

This Agreement is not intended to be an employment contract and does not alter the Employee's at-will employment status.

Employee

Triview Metropolitan District

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with job-protected leave for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take up to 12 workweeks of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness may take up to 26 workweeks of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in one block of time. When it is medically necessary or otherwise permitted, you may take FMLA leave intermittently in separate blocks of time, or on a reduced schedule by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not** paid leave, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an eligible employee if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a covered employer if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You do **not** have to share a medical diagnosis but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must** also inform your employer if FMLA leave was previously taken or approved for the same reason when requesting additional leave.

Your employer may request certification from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your employer **must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer **cannot** interfere with your FMLA rights or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer **must** confirm whether you are eligible or not eligible for FMLA leave. If your employer determines that you are eligible, your employer **must** notify you in writing:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call 1-866-487-9243 or visit [dol.gov/fmla](http://dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. Scan the QR code to learn about our WHD complaint process.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR





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

**DISBURSEMENTS OVER \$5,000**  
**July 18, 2024**

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

- 1. Donala Water & Sanitation District \$47,962.42**  
Enterprise Fund –Wastewater Operations -Wastewater-System-Wastewater –  
TF/Donala/IGA
  
- 2. Martin Marietta Materials \$695,665.35**  
Capital Project – General – Park & Street Improvements – Road Improvement Program
  
- 3. Brownstein Hyatt Farber Schreck, LLP \$8,924.81**  
Capital Project –Enterprise – Water Improvements -AVIC
  
- 4. DBC Irrigation Supply \$11,153.08**  
Capital Project – General – Park & Street Improvements – Baseline Controller
  
- 5. White Bear Ankele Tanaka & Waldron \$8,543.66**  
General Fund – Professional Services – Legal Fees
  
- 6. Kiewit Infrastructure Co. \$325,911.75**  
Capital Project –Enterprise – Water Improvements – Northern Delivery System
  
- 7. Badger Meter \$10,740.00**  
Enterprise Fund – Water System – Operating Supplies
  
- 8. A To Z Recreation \$15,319.00**  
Capital Project – General – Park & Street Improvements – Playground Improvements  
Burke Hollow Park
  
- 9. LRE Water \$17,864.16**  
Capital Project –Enterprise – Water Improvements – Pueblo Reservoir –  
Excess Capacity Leasing & Permitting (2 Invoices June & July)

- |   |                     |
|---|---------------------|
| <b>10. RESPEC Company LLC</b>   | <b>\$9,954.50</b>   |
| Capital Project –Enterprise – Water Improvements – Regional Water/Wastewater Design & Permitting – Northern Delivery System |                     |
| <b>11. RESPEC Company LLC</b>   | <b>\$9,042.50</b>   |
| General/Enterprise Funds – Professional Services – Professional Services - Engineering                                      |                     |
| <b>12. RESPEC Company LLC</b>   | <b>\$17,282.50</b>  |
| Capital Project –Enterprise – Water Improvements – Tank Design  |                     |
| <b>13. Creekside Developers Inc.</b>  | <b>\$696,149.45</b> |
| Capital Project –Infrastructure Agreement dated 2020  |                     |
| <b>14. Southeastern Colorado Water Conservancy District</b>   | <b>\$9,712.50</b>   |
| Enterprise Fund – Water System – Leased Pueblo Reservoir Lease & Outlet   |                     |
| <b>15. Town Of Monument</b>   | <b>\$5,661.56</b>   |
| General Fund – Streets Operations & Maintenance – Operations & Maintenance  |                     |
| <b>16. A Green Image, LLC</b>   | <b>\$14,495.00</b>  |
| General Fund – Parks & Open Space O & M – Lawn Fertilizer, Tree Fertilizer & Weed Control Program                           |                     |
| <b>17. Pipestone Equipment</b>  | <b>\$8,480.00</b>   |
| Enterprise Fund – Water System – Repairs & Maintenance  |                     |
| <b>18. Vivid Engineering Group Inc.</b>   | <b>\$9,268.75</b>   |
| Capital Project –Enterprise – Water Improvements – Northern Delivery System   |                     |
| <b>19. Control Solutions Inc.</b>   | <b>\$5,720.00</b>   |
| Enterprise Fund – Water System – Repairs & Maintenance  |                     |

**Total Over \$5,000.00 = \$1,927,850.99**

**TRIVIEW METROPOLITAN DISTRICT**

**July 2024 Financials for the Board  
will be sent when received.**