

# COBB LAKE REGIONAL WATER TREATMENT AUTHORITY

## BOARD OF DIRECTORS MEETING AGENDA

May 7, 2024, 2:00-4:00 PM  
Windsor Town Hall  
301 Walnut Street, Windsor, CO 80550

### Mission Statement

*Cobb Lake Regional Water Treatment Authority's mission is to treat and deliver clean, safe, and affordable water.*

### CLRWTA Values

Community Partners | Trustworthy  
Dependable | Transparent  
Fiscally Responsible

### ATTENDANCE

Directors	Organization
Chris Pletcher, Chair	Fort Collins-Loveland Water District
Shane Hale, Vice Chair	Town of Windsor
Nicholas Wharton, Treasurer	Town of Severance
Lindsay Radcliff Coombes, At-Large	Town of Severance
Wesley LaVanchy	Town of Eaton

### AGENDA

- I. (2:00 PM) **Welcome and call to order** (Director Pletcher)
  
- II. (2:03 PM) **Consideration of Agenda** (Ally Utility Consulting) ..... **Vote**
  
- III. (2:06 PM) **Approval of February 6, 2024 Meeting Minutes** (Ally Utility Consulting)  
.....**Vote**

- IV.** (2:10 PM) **Public Comment**
  
- V.** (2:15 PM) **General Counsel Selection** (Ally Utility Consulting)..... **Vote**
  - A. Meeting with Jeffry Erb, Erb Law LLC
  
- VI.** (2:35 PM) **SDA Membership and Insurance Update** (Ally Utility Consulting)
  
- VII.** (2:40 PM) **Property Conveyance** (Daniel Money, Town of Windsor)
  
- VIII.** (2:50 PM) **2024 Budget Review** (Director Wharton)
  
- IX.** (3:20 PM) **Public Outreach Update** (Kristin Golliher, WildRock PR & Marketing)
  - A. Public outreach events (Ally Utility Consulting)
  - B. Property Signage (Director Pletcher)
  
- X.** (3:30 PM) **Authority Manager Position/Proposal Master Services Agreement**  
(Director Pletcher) ..... **Vote**
  
- XI.** (3:40 PM) **Design and Construction Update** (Linsey Chalfant, FCLWD)
  
- XII.** (3:50 PM) **Draft Bylaws** (Ally Utility Consulting)
  
- XIII.** (3:55 PM) **Other Business**
  - A. Property maintenance and management (Director Pletcher)
  - B. 2024 Board meeting schedule (Ally Utility Consulting)
  - C. Next Board Meeting Agenda Items (Ally Utility Consulting)



**XIV. (4:00 PM) Adjournment** (Director Pletcher)

*Requests for a remote option can be made by emailing [info@clrwta.org](mailto:info@clrwta.org) before 2:00 PM on Monday, May 6, 2024.*

**Reminder Next Meeting Date and Time - TBD, Windsor Town Hall**

# Cobb Lake Regional Water Treatment Authority

## Board of Directors Meeting Minutes

February 6, 2024, 2:00-4:00 PM  
Windsor Town Hall  
301 Walnut Street, Windsor, CO 80550



### Mission Statement

*Cobb Lake Regional Water Treatment Authority's mission is to treat and deliver clean, safe, and affordable water.*

### CLRWTA Values

Community Partners | Trustworthy  
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## ATTENDANCE

Directors	Organization	
Nicholas Wharton	Town of Severance	X
Lindsay Radcliff Coombes	Town of Severance	
Shane Hale	Town of Windsor	
Chris Pletcher	Fort Collins-Loveland Water District	X
Wesley LaVanchy	Town of Eaton	X

### Others in attendance:

Sandra Bratlie, Linsey Chalfant (Fort Collins-Loveland Water District)  
John Thornhill, Leif Lesoing, Daniel Money, Jessica Humphries (Town of Windsor)  
Allison Ulmer (Collins Cole Flynn Winn & Ulmer, PLLC)  
Avi Rocklin (Law Office of Avi S. Rocklin, LLC)  
Chris Matkins (Ally Utility Consulting)  
Julie Kallenberger (Camp5)  
Kristin Gollhofer (WildRock PR & Marketing)  
Rene Santin (Northern Engineering)

## AGENDA

### I. (2:00 PM) - Welcome and Confirmation of Authority Formation and Board Members (Ally Utility Consulting)

The meeting was called to order at 2:05 PM. Ally provided an overview of CLRWTA formation documents, board member oaths of office, and conflict of interests. The board discussed quarterly meeting frequency and funding options for shared expenses over the following few months.

**II. (2:10 PM) - Consideration of Agenda (Ally Utility Consulting) ..... Vote**

Director LaVanchy moved to approve the agenda as stated. Director Wharton seconded. Motion passed unanimously.

**III. (2:15 PM) - Selection of Authority Manager (Ally Utility Consulting)..... Vote**

Director Wharton moved to appoint Chris Matkins with Ally Utility Consulting as the Authority Manager to continue services and for each partner to secure additional funding and a contract extension with the Town of Windsor through the next two quarterly meetings. Director Pletcher seconded. Motion passed unanimously.

**IV. (2:20 PM) - Election of Officers (Ally Utility Consulting) ..... Vote**

Director LaVanchy moved to approve the following slate of officers along with the addition of a treasurer. Director Wharton seconded. Motion passed unanimously.

- Chair - Chris Pletcher
- Vice Chair - Shane Hale
- Treasurer - Nicholas Wharton
- Secretary - Authority Manager, Chris Matkins

**V. (2:25 PM) - Administrative Items (Board Chair)**

**a. Designate Agent for Notice of Claims ..... Vote**

Director LaVanchy moved to approve the Chair of the board (Director Pletcher) as the designated agent for notice of claims, unless the physical address is a constraint, then the Vice Chair (Director Hale) will serve in this role. Director Wharton seconded. Motion passed unanimously.

**b. Draft Bylaws**

A draft copy of the bylaws was shared, and further discussion will occur at the May 7, 2024 board meeting. Board members were asked to develop additional feedback for proposed bylaws.

**c. Attorney Selection Process**

The board directed Ally Consulting to contact recommended attorneys that may be interested in serving as legal counsel for the Authority.

**d. Insurance**

The board directed Ally Consulting to obtain an insurance quote from the Special District Association of Colorado for review by the board at the May 7, 2024 meeting. FCLWD is a current member of SDA, therefore CLRWTA is eligible to join the pool by extension.

- e. 2024 Budget Discussion  
Director Pletcher moved to have the Treasurer (Director Wharton) draft an initial budget and process for payments for the board to discuss at the May 7, 2024 board meeting. Director LaVanchy seconded. Motion passed unanimously.

**VI. (3:15 PM) - Resolutions (Allison Ulmer)**

- a. **2024-02-06-01: Resolution Designating Officers of the Board of Directors and Ratifying Prior Actions ..... Vote**

Director LaVanchy moved to approve Resolution 2024-02-06-01 Designating Officers of the Board of Directors and Ratifying Prior Actions. Director Wharton seconded. Motion passed unanimously.

- b. **2024-02-06-02: Resolution Designating Location to Post Notice ..... Vote**

Director Wharton moved to approve Resolution 2024-02-06-02 Designating Location to Post Notice at Town of Windsor since board meetings will be held at this location. Director LaVanchy seconded. Motion passed unanimously.

- c. **2024-02-06-03: Resolution Designating the Official Custodian of Records and Adopting a Policy on Responding to Open Records Requests..... Vote**

Director Pletcher moved to approve Resolution 2024-02-06-03 Designating the Official Custodian of Records and Adopting a Policy on Responding to Open Records Requests. The official custodian will be the Authority Manager. Director LaVanchy seconded. Motion passed unanimously.

**VII. (3:30 PM) - Other Items**

- a. **Public Outreach**

- i. Public outreach launch and update (Kristin Gollhofer, WildRock)

WildRock shared an overview of public outreach activities to date and next steps for the public outreach committee.

- ii. Next steps for public outreach (Chris Pletcher)

The board directed WildRock to work with Director Pletcher to prepare a Phase 2 communication strategy for the board to review at their May 7, 2024 meeting.

**b. Design and Construction Process**

i. Consultant selection process and interview committee (FCLWD)

FCLWD staff provided an update on the design process and selection committee. The engineering consultant RFP for the Transmission Project was posted to FCLWD and CLRWTA websites on February 5, 2024. 1:1 Discussions with interested consultants will occur the week of February 20, 2024. Full proposals are due March 22, 2024, with interviews and workshops expected to be held April 8-12, 2024. The contractor RFP for the Transmission Project will be released in early March.

c. **Summary of information requests** (Ally Utility Consulting)

Ally provided a summary of inquiries received via [info@clrwta.org](mailto:info@clrwta.org) and an update on continued coordination with Northern Water staff.

**VIII. (3:50 PM) - Reminder Next Meeting Date and Time**

The board agreed to meet on a quarterly basis. The next meeting will be held on May 7, 2024 from 2:00-4:00 PM at Windsor Town Hall.

**IX. (4:00 PM) Adjournment**

Director LaVanchy moved to adjourn the meeting at 3:10 PM. Director Wharton seconded. Motion passed unanimously.

**COBB LAKE REGIONAL WATER TREATMENT AUTHORITY**

**RESOLUTION NO. 2024-02-06-01**

**RESOLUTION DESIGNATING OFFICERS  
OF THE BOARD OF DIRECTORS AND RATIFYING PRIOR ACTIONS**

**WHEREAS**, Cobb Lake Regional Water Treatment Authority (“Authority”) is a water authority of the State of Colorado and a duly organized and existing authority pursuant to Section 29-1-204.2(4), C.R.S., Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and that certain Creation Agreement by and among the Town of Eaton, the Town of Severance, the Town of Windsor, and the Fort Collins-Loveland Water District effective January 23, 2024; and

**WHEREAS**, pursuant to Section 29-1-204.2(3)(a), C.R.S., the Authority is authorized to develop water resources, systems, or facilities or drainage facilities in whole or in part for the benefit of the inhabitants of the contracting parties or others, at the discretion of the Authority’s Board of Directors (“Board”), subject to fulfilling any conditions or requirements set forth in the contract establishing the entity; and

**WHEREAS**, pursuant to Section 29-1-204.2(3)(k), C.R.S., the Authority is authorized to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose; and

**WHEREAS**, to effectively conduct the business affairs of the Authority, the Board desires to also designate a Treasurer and Secretary; and

**NOW THEREFORE**, be it resolved by the Board of Directors of Cobb Lake Regional Water Treatment Authority as follows:

1. That the following Directors are elected to the office(s) indicated next to their names to serve until their successor(s) is designated, unless he or she resigns, or is removed from office to that their respective office(s) immediately upon such appointment:

<b><u>Office</u></b>	<b><u>Name</u></b>
Chair	Chris Pletcher
Vice Chair	Shane Hale
Treasurer	Nicholas Wharton
Secretary	Chris Matkins



2. Any actions taken by such officers prior to the date of this Resolution are hereby ratified, confirmed, and approved as the acts and deeds of the Authority.

The foregoing Resolution was approved and adopted this 6<sup>th</sup> day of February, 2024.

COBB LAKE REGIONAL WATER  
TREATMENT AUTHORITY

By:  \_\_\_\_\_  
Chris Pletcher, Chair

Attest:

 \_\_\_\_\_  
Chris Matkins, Secretary

**COBB LAKE REGIONAL WATER TREATMENT AUTHORITY**

**RESOLUTION NO. 2024-02-06-02**

**RESOLUTION DESIGNATING LOCATION TO POST NOTICE**

**WHEREAS**, Cobb Lake Regional Water Treatment Authority (“Authority”) is a water authority of the State of Colorado and a duly organized and existing authority pursuant to Section 29-1-204.2(4), C.R.S., Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and that certain Creation Agreement by and among the Town of Eaton, the Town of Severance, the Town of Windsor, and the Fort Collins-Loveland Water District effective January 23, 2024; and

**WHEREAS**, pursuant to Section 29-1-204.2(3)(a), C.R.S., the Authority is authorized to develop water resources, systems, or facilities or drainage facilities in whole or in part for the benefit of the inhabitants of the contracting parties or others, at the discretion of the Authority’s Board of Directors (“Board”), subject to fulfilling any conditions or requirements set forth in the contract establishing the entity; and

**WHEREAS**, pursuant to Section 29-1-204.2(3)(k), C.R.S., the Authority is authorized to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Cobb Lake Regional Water Treatment Authority as follows:

Notices of meetings (regular, special and work/study session) of the Board required pursuant to § 24-6-401, *et seq.*, C.R.S., shall be posted at least 24 hours prior to each meeting at:

[www.clrwta.org](http://www.clrwta.org)

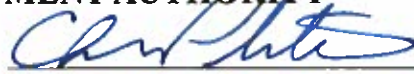
In the event of an exigent or emergency circumstance such as a power outage or an interruption in internet service, the Authority will post notice of public meetings at least 24 hours prior to a meeting at the following physical location:

Town of Windsor  
Town Hall  
301 Walnut Street, Windsor, Colorado 80550

ADOPTED this 6<sup>th</sup> day of February, 2024.

**COBB LAKE REGIONAL WATER  
TREATMENT AUTHORITY**

By:



Chris Pletcher, Chair

Attest:



Chris Matkins, Secretary

**COBB LAKE REGIONAL WATER TREATMENT AUTHORITY**

**RESOLUTION NO. 2024-02-06-03**

**RESOLUTION DESIGNATING THE  
OFFICIAL CUSTODIAN OF RECORDS AND ADOPTING A  
POLICY ON RESPONDING TO OPEN RECORDS REQUESTS**

**WHEREAS**, Cobb Lake Regional Water Treatment Authority (“Authority”) is a water authority of the State of Colorado and a duly organized and existing authority pursuant to Section 29-1-204.2(4), C.R.S., Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and that certain Creation Agreement by and among the Town of Eaton, the Town of Severance, the Town of Windsor, and the Fort Collins-Loveland Water District effective January 23, 2024; and

**WHEREAS**, pursuant to Section 29-1-204.2(3)(a), C.R.S., the Authority is authorized to develop water resources, systems, or facilities or drainage facilities in whole or in part for the benefit of the inhabitants of the contracting parties or others, at the discretion of the Board of Directors (“Board”), subject to fulfilling any conditions or requirements set forth in the contract establishing the entity;

**WHEREAS**, pursuant to Section 29-1-204.2(3)(k), C.R.S., the Authority is authorized to adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purpose; and

**WHEREAS**, the Board has determined that it is appropriate to designate an official custodian of the Authority’s records for the protection of such records and in order to permit their inspection by persons entitled to examine and copy such records in an orderly fashion; and

**WHEREAS**, the Board has determined that it is appropriate to adopt a policy on responding to open records requests; and

**WHEREAS**, the Board fully supports, and complies with, all Federal and State laws relating to the retention, protection and disclosure of Authority records, including but not limited to the Colorado Open Records Act, Title 24, Article 72, Part 2, C.R.S. (“CORA”); and

**WHEREAS**, it is the policy of the Authority that all public records shall be open for inspection by any person at reasonable times, except as otherwise provided by law; and

**WHEREAS**, public records are defined by CORA as all writings made or maintained by the Authority, regardless of the format or medium of the records, subject to certain exceptions and public records expressly include e-mail communications.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Cobb Lake Regional Water Treatment Authority that:

1. Official Custodian.

(a) The Manager of the Authority is hereby designated as the Official Custodian responsible for the maintenance, care and keeping of all records of the Authority, except as provided herein. If at any time there is no Manager, the Board Chair is hereby designated as the Official Custodian.

(b) The Official Custodian shall have the authority to designate such agents as they shall determine appropriate to perform any and all acts necessary to enforce and execute the provisions of this Resolution.

2. Policy on Responding to Open Records Request. The following are general policies concerning the release of records:

(a) All public records of the Authority shall be open for inspection at the times designated herein, unless prohibited by the provisions of CORA or policies adopted by the Board in conformance with CORA.

(b) Every request to inspect and/or copy any Authority record (a "Records Request") shall be submitted to the Authority's Official Custodian in writing and be specific as to the information desired. If not submitted to the Official Custodian, any Authority employee or Board Member that receives the Records Request shall immediately send the Records Request to the Official Custodian. To assist the Official Custodian in responding to requests in a timely and complete manner, the Official Custodian may require records requests to be submitted on a form developed by the Official Custodian.

(c) If any question arises as to the propriety of fully complying with a Records Request, the Official Custodian shall immediately forward it to the Authority's legal counsel.

(d) The Authority's legal counsel shall determine the Authority's obligations under the applicable Federal and/or State law(s). If the Authority is permitted to make records available for inspection in whole or in part, the Authority's legal counsel will so notify the Authority's Official Custodian, who will assemble the disclosable requested documents for inspection and/or copying in accordance with applicable Federal or State law.

(e) If the Authority's legal counsel determines the Authority is not permitted by Federal or State law to make records available for inspection in whole or in part, legal counsel shall provide a written response to the party submitting the Records Request stating the legal basis upon which the Records Request in whole or in part is being denied.

(f) Following the denial of a request for record, upon receipt of the required written notice from the requesting individual that he or she will seek relief from the Authority Court, the Official Custodian will attempt to meet in-person or speak by telephone with the requesting individual. Authority personnel are encouraged to utilize all possible means to attempt to resolve the dispute during this time period and will provide a written summary of the Authority's position at the end of that period to the requestor and to the Board. No phone or in-person conference is required if the written notice indicates that the requestor needs access to the record on an expedited basis.

(g) Pursuant to CORA, all records must be made available for inspection within three (3) working days from the Official Custodian's receipt of the request, unless extenuating circumstances exist. The deadline may be extended by seven (7) working days if extenuating circumstances exist and the requesting party is notified of the delay within three (3) working days of the Official Custodian's receipt of the request. The Official Custodian may set the time during normal office hours and the place for records to be inspected and require that the Official Custodian or a delegated employee be present while the records are examined.

(h) A public record stored in a digital format that is neither searchable nor sortable will be provided in a digital format. A public record stored in a digital format that is searchable and/or sortable will be provided in such digital format, unless (1) the public record is in a searchable or sortable format and producing the record in the requested format would violate the terms of any copyright or licensing agreement between the Authority and a third party; (2) producing the record would result in the release of a third party's proprietary information; (3) after making reasonable inquiries, it is not technologically or practically feasible to provide a copy of the record in a searchable or sortable format; or (4) if the Official Custodian would be required to purchase software or create additional programming functionality in its existing software to remove the information. Altering an existing digital public record, or excising fields of information that the Official Custodian is either required or permitted to withhold under this subsection, does not constitute the creation of a new public record under Section (2)(i)(iv) of this Resolution.

(i) The Custodian may charge the following fees (collectively, the "Fees") for responding to a Records Request:

(i) Printouts, photographs, and copies, when requested, will be provided at a cost of twenty-five cents (\$0.25) per standard page, and at the actual costs

of production for any non-standard page (the "Copying Fee"). A standard page shall mean an 8.5-inch by 11-inch black and white copy.

(ii) When it is impractical to make the copy, printout, or photograph of the requested record at the place where the record is kept, the Official Custodian may allow arrangements to be made for the copy, printout, or photograph to be made at other facilities and the cost of providing the requested records will be paid by the person making the request (the "Outside Copying Fee").

(iii) If a copy, printout or photograph of a public record is necessary or requested to be provided in a format other than a standard page, the costs will be assessed at the actual cost of production (the "Production Fee").

(iv) If data must be manipulated in order to generate a record in a form not otherwise used by the Authority, such data manipulation will be assessed at the actual costs to the Authority (the "Manipulation Fee"); however, the Authority is in no way obligated to generate a record that is not otherwise kept, made, or maintained by the Authority.

(v) The cost for transmitting the requested records will be charged at the actual cost of such delivery (the "Transmission Fee"). Transmission Fees will not be charged for transmitting any record via electronic mail, when requested.

(vi) When the location or existence of specific documents must be researched and the documents must be retrieved, sorted or reviewed for applicability to the request, and such process requires more than one (1) hour of staff time, the Custodian may charge a research and retrieval fee not to exceed thirty-three dollars and fifty-eight cents (\$33.58) per hour, or the maximum amount allowed by the Executive Committee of the State Legislative Council, whichever is greater (the "Research and Retrieval Fee").

(vii) If any requested records are protected by a privilege (for example, but not limited to, the work product or attorney-client privileges) the Authority may charge the actual costs of creating a privilege log identifying the privileged records (the "Privilege Fee"). If legal assistance or review is necessary to create the privilege log, the Privilege Fee may include the actual costs for such legal assistance.

(j) The Authority may require a ninety percent (90%) deposit of the estimated Fees prior to commencing work to produce the records. Payment of the remainder of the Fees, including all actual costs exceeding the estimated amount, must be made prior to the time of inspection or release of the final work product or copies.

(k) No person shall be permitted to inspect or copy any records of the Authority if, in the opinion of the Official Custodian after consultation with the

Authority’s legal counsel, such inspection or copying would come within the prohibition of one or more exemptions set forth in CORA.

3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

The foregoing Resolution was approved and adopted this 6<sup>th</sup> day of February, 2024.

COBB LAKE REGIONAL WATER  
TREATMENT AUTHORITY

By:   
Chris Pletcher, Chair

Attest:

  
Chris Matkins, Secretary



April 10, 2024

Cobb Lake Regional Water Treatment Authority  
c/o Chris Matkins  
Ally Utility Consulting

Re: Cobb Lake Regional Water Treatment Authority

Dear Mr. Matkins,

Thank you for considering Erb Law, LLC to provide general counsel legal services to the Cobb Lake Regional Water Treatment Authority (the “**Authority**”). Erb Law, LLC specializes in the representation of Colorado local governmental entities, including special districts, improvement districts and authorities. This work involves all areas of governmental operations including budgeting, governance, the imposition of fees and rates, service and construction contracts, annual compliance, open meetings and open records, and common real estate transactions.

A few highlights of the Firm are below:

1. **Firm Experience.** Providing legal services to local governmental entities, including special districts, is the foundation of our practice and includes the representation of metropolitan districts, water and sanitation districts providing water and wastewater services, and other types of special districts located throughout Colorado.
2. **Bond Financing.** We have worked with our clients on various types of bond financing, including private bank loans and public bond issuances supported by both tax revenues and fees for capital project funding or refinancing of existing debt.
3. **Qualifications.** Please see the included Firm Resume for additional information about the Firm. Please also see our webpage at <http://www.erblawllc.com> for specific information about our team.
4. **Firm Approach.** We strive to provide our clients with high-quality, straightforward, practical legal advice in a timely and efficient manner. We are able to do this by maintaining a cooperative and flat management structure within the firm, where all employees are familiar with each client. Our flat management structure helps ensure efficiency by eliminating unnecessary levels of review of work product prior to delivery to the client.

Legal services will be provided by Jeffrey Erb. Mr. Erb has 18 years of experience as an attorney, with a vast majority of time focused on the representation of special districts. In addition to serving as general counsel to local governmental and special districts, Mr. Erb has experience litigating special district matters, including the imposition and use of fees. Prior to focusing on special districts, Mr. Erb worked as an attorney at a large-law firm doing long-term care defense litigation. Immediately after law school, Mr. Erb was the law clerk for the Hon. Diana Terry (retired) of the Colorado Court of Appeals for two years. Paralegal services will be provided by Natalie Fleming.

Based upon our review of the Authority's creation documents, we do not have any conflicts of interest that would preclude our representation of the Authority.

I look forward to a follow-up conversation with you regarding this opportunity. As a long-time resident of Colorado (beginning in 1998), the opportunity to be a part of this next phase of Colorado's development and growth would be very meaningful.

Thank you again for considering Erb Law, LLC for the Authority's legal needs.

Sincerely,

ERB LAW, LLC

A handwritten signature in blue ink, appearing to read "Jeffrey E. Erb". The signature is stylized and cursive.

Jeffrey E. Erb, Esq.

## FIRM RESUME

Erb Law, LLC is focused on providing high quality, practical and personalized legal services to its clients. Erb Law, LLC was founded with the goal to create a law firm where each issue is addressed by an attorney dedicated to the overall, long-term success of the client.

The foundation of Erb Law, LLC is the representation of Colorado special districts, including metropolitan, water, sanitation, and water and sanitation districts. Our services include ensuring compliance with law and support of the district's operations including meeting preparation and procedure, elections, director qualifications and conflicts of interest, contracting for services, construction bidding and contracting, financing, real estate matters, park and recreation services, inclusion and exclusion of property, Colorado open records, and dissolution. In addition, depending on the services provided by each special district, additional services include advice regarding water and sewer fees and rates, capital improvement plans, grants and loans, and advice regarding covenant enforcement and design review.

We represent a wide variety of special district communities, ranging from metropolitan districts providing a suite of public services to small and large residential and mixed-used communities; mountain community water and sewer providers; and special districts supporting commercial shopping centers and developments. In addition, we have experience with special district communities with multiple special districts to address different services or development phasing, and community authorities created to assist with the coordination of services provided by the special districts.

Erb Law, LLC also provides legal services to improvement districts and authorities in Colorado. Improvements districts can provide similar services to special districts, each with their own unique powers and governance structure related to the jurisdiction and project. Contractually created authorities allow governments to cooperate to address issues common to the members and the impacted communities. We assist improvement districts and authorities as general counsel, providing advice on their creation, operation, public projects, financing and compliance.

**Jeffrey E. Erb, Esq.** is the founder of Erb Law, LLC. He earned his Juris Doctor degree from the University of Denver Sturm College of Law and his undergraduate degree in Business from the University of Colorado at Boulder. While at the University of Denver, Mr. Erb served as an editor for the Denver Journal of International Law and Policy and interned for the Hon. Russell Carparelli of the Colorado Court of Appeals. Following law school, Mr. Erb clerked for two years for the Hon. Diana Terry of the Colorado Court of Appeals. Following his clerkship, Mr. Erb began his practice at a large law firm practicing healthcare litigation, transitioning his practice to focus on special districts in 2010. Mr. Erb provides legal services to special districts and a select group of real estate developers, providing advice regarding the use and operation of special districts, including their organization, financing and infrastructure development, and ongoing operations. Mr. Erb also provides legal services for the resolution of disputes related to special districts and the transition of special districts from active development to resident ownership and operation. In addition, Mr. Erb has experience representing other types of improvement districts including general improvement districts, as well as authorities.

**Natalie M. Fleming** is the paralegal and office manager at Erb Law, LLC. She is a graduate of the University of Northern Colorado with a degree in Political Science and received her paralegal certificate from the Center for Legal Studies via Metropolitan State University of Denver in 2020. Ms. Fleming is experienced in all aspects of special district law, with particular focus on special district compliance and administration, elections, and legal research.

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## REPRESENTATIVE CLIENT LIST – GOVERNMENTAL ENTITIES

BBC Metropolitan District	JDV Metropolitan District
Bear Ridge Metropolitan District	Louviers Water and Sanitation District
Central Clear Creek Sanitation District	Mountain Water and Sanitation District
Chicago Creek Sanitation District	Navajo Western Water District
Commons at East Creek Metropolitan District	North Vista Highlands Metropolitan District No. 3
Devonshire Heights Water & Sanitation District	Powers Metropolitan District
Dove Creek Ambulance District	Serratoga Falls Metropolitan District No. 2
East Bend Metropolitan District	Timnath Lakes Metropolitan District No. 1
East Creek Consolidated Metropolitan District	Villages at Castle Rock Metropolitan District No. 9
East Valley Metropolitan District	Vista Ridge Metropolitan District
Erie Highlands Metropolitan District No. 1	Wright Farms Metropolitan District
Florissant Fire Protection District	Yarrow Gardens Metropolitan District
Garden Valley Water and Sanitation District	
Gateway Village General Improvement District	
Great Western Park Metropolitan District No. 2	
Highline Crossing Metropolitan District	

## CLIENT REFERENCES

Ms. Carmen Barker  
District Manager, Central Clear Creek Sanitation District  
Tele: 303-944-1913  
e-mail: [carmen@aaaoperations.com](mailto:carmen@aaaoperations.com)

Ms. Sarah Shepherd  
Circuit Rider of Colorado, Owner  
Tele: 303-482-1002  
e-mail: [sees@ccrider.us](mailto:sees@ccrider.us)

Mr. AJ Beckman  
Public Alliance, Owner  
Tele: 720-213-6621  
e-mail: [aj@publicalliance.com](mailto:aj@publicalliance.com)

Additional references available upon request.

### Cobb Lake Regional Water Treatment Authority

	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget
Beginning Balance For All Funds	-	-	-	-	-	-
Ending Balance for All Funds	-	-	-	-	-	-

Operations & Maintenance Fund	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget
Beginning Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue	\$ 239,350	\$ 342,155	\$ 345,897	\$ 356,274	\$ 366,962	\$ 377,971
Expenses	\$ 239,350	\$ 342,155	\$ 345,897	\$ 356,274	\$ 366,962	\$ 377,971
Fund Year Ending Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

### Cobb Lake Regional Water Treatment Authority

O&M Revenue Requirement	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget
Fixed O&M	\$ 239,350	\$ 342,155	\$ 345,897	\$ 356,274	\$ 366,962	\$ 377,971
Variable O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Revenue Requirement	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget
Revenue	\$ 239,350	\$ 342,155	\$ 345,897	\$ 356,274	\$ 366,962	\$ 377,971

### Funding Breakout For Each Entity

FCLWD	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget
Fixed O&M	\$ 59,838	\$ 85,539	\$ 86,474	\$ 89,068	\$ 91,740	\$ 94,493
Variable O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 59,838	\$ 85,539	\$ 86,474	\$ 89,068	\$ 91,740	\$ 94,493

SEVERANCE	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget
Fixed O&M	\$ 59,838	\$ 85,539	\$ 86,474	\$ 89,068	\$ 91,740	\$ 94,493
Variable O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 59,838	\$ 85,539	\$ 86,474	\$ 89,068	\$ 91,740	\$ 94,493

WINDSOR	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget
Fixed O&M	\$ 59,838	\$ 85,539	\$ 86,474	\$ 89,068	\$ 91,740	\$ 94,493
Variable O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 59,838	\$ 85,539	\$ 86,474	\$ 89,068	\$ 91,740	\$ 94,493

EATON	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget
Fixed O&M	\$ 59,838	\$ 85,539	\$ 86,474	\$ 89,068	\$ 91,740	\$ 94,493
Variable O&M	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 59,838	\$ 85,539	\$ 86,474	\$ 89,068	\$ 91,740	\$ 94,493

**Cobb Lake Regional Water Treatment Authority**

**O&M Expense Summary  
Fixed O&M**

	2024 Proposed	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed
<b>Personnel Services</b>						
Wages	\$ -	-	-	-	-	-
Taxes	\$ -	-	-	-	-	-
Pension	\$ -	-	-	-	-	-
Insurance	\$ -	-	-	-	-	-
Misc.	\$ -	-	-	-	-	-
<b>Professional Services</b>						
Directors Expenses	\$ 5,000	5,150	5,305	5,464	5,628	5,796
Legal Services	\$ 25,000	25,750	15,000	15,000	15,914	16,391
Audit Services	\$ 15,000	15,450	15,914	16,391	16,883	17,389
Engineering Services	\$ -	-	-	-	-	-
PR / Outreach	\$ 2,500	2,575	2,652	2,732	2,814	2,898
	\$ 47,500	48,925	38,870	40,036	41,237	42,475
<b>Utilities</b>						
Trash Service	\$ -	-	-	-	-	-
<b>Contractual Services</b>						
Telephone & Internet	\$ -	-	-	-	-	-
Outside Services	\$ 119,200	218,400	224,952	231,701	238,652	245,811
Source of Supply	\$ -	-	\$ 5,000	5,000	5,150	5,464
Dues, Publications	\$ 650	670	690	710	732	754
Liability Insurance	\$ 50,000	51,500	53,045	54,636	56,275	57,964
	\$ 169,850	270,570	283,687	292,197	300,963	309,992
<b>Commodities</b>						
Supplies	\$ 2,000	2,060	2,122	2,185	2,251	2,319
Fuel & Oil	\$ -	-	-	-	-	-
Miscellaneous	\$ 20,000	20,600	21,218	21,855	22,510	23,185
	\$ 22,000	22,660	23,340	24,040	24,761	25,504
<b>Repair and Maintenance</b>						
Plant Equipment	\$ -	-	-	-	-	-
Lab Equipment Maint.	\$ -	-	-	-	-	-
Vehicles	\$ -	-	-	-	-	-
	\$ -	-	-	-	-	-
<b>Variable O&amp;M</b>						
<b>Utilities</b>						
Electricity	\$ -	-	-	-	-	-
Natural Gas	\$ -	-	-	-	-	-
<b>Commodities</b>						
Treatment Chemicals	\$ -	-	-	-	-	-
<b>Total O&amp;M Expense</b>	<b>\$ 239,350</b>	<b>342,155</b>	<b>345,897</b>	<b>356,274</b>	<b>366,962</b>	<b>377,971</b>
Total Fixed O&M Expenses	\$ 239,350	342,155	345,897	356,274	366,962	377,971
Total Variable O&M Expenses	\$ -	-	-	-	-	-







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## **COBB LAKE REGIONAL WATER TREATMENT AUTHORITY**

### POSITION DESCRIPTION

**Position Title:** CLRWTA AUTHORITY MANAGER

**FLSA Status:** N/A Consultant

**Reports to:** CLRWTA Board of Directors (Board)

**Compensation:** Salary reflected in proposal (estimated 20 hours/week June 1 - December 31, 2024)

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The Cobb Lake Regional Water Treatment Authority (CLRWTA) is a forward-thinking, regional collaboration created to meet the long-term water treatment needs of the Fort Collins-Loveland Water District and the Towns of Eaton, Severance, and Windsor.

#### **Mission Statement**

CLRWTA's mission is to treat and deliver clean, safe, and affordable water.

#### **Summary**

Plan, direct, manage and coordinate the operations and activities of the CLRWTA in accordance with professional expertise and policies adopted by the Board by performing the following duties, including through subordinate subconsultants. Responsibilities include managing daily operations, financial administration, regulatory compliance, coordination, and collaboration with partner entities in planning treatment capacity, and effective utilization of human services, including but not limited to consultants, purchasing, accounting, water treatment, and administrative services.

#### **Essential Job Functions**

The following duties and responsibilities are illustrative of the primary functions of this position and are not intended to be inclusive.

Support CLRWTA Board of Directors

- Coordinate Board meetings, including calendar invites to Board members and coordination of topics and decisions.
- Serve as the Board Secretary, including scheduling meetings, preparing meeting materials, and ensuring meeting agendas and minutes are sufficiently noticed

and posted.

- Support development of annual budget to be submitted for approval by Board. If desired by the Board, develop and present the annual budget for Board consideration and adoption.
- Meet regularly with the Board Chair to review upcoming agendas and topics.
- Coordinate CLRWTA activities with legal, accounting, auditing, and public relations consultants.
- Coordinate payments from CLRWTA entities and collect revenues as adopted by the Board or reflected by agreement or in adopted budget.
- Assist in the evaluation and selection of CLRWTA legal counsel. Serve as primary contact between the Board and legal counsel.
- Coordinate with legal counsel to establish bylaws and other policies through Board presentations and adoption by resolutions.
- Serve as primary contact with accounting and third-party auditing staff and consultants to manage and audit budget and expenditures annually.
- Serve as primary contact with public relations firm to manage and facilitate outreach and communications efforts.

#### Support Planning, Phasing and Construction Projects

- Support evaluation and selection of consulting engineering firms for CLRWTA transmission and treatment projects.
- Equitably represent all CLRWTA entities' financial and water supply interests.
- Work with the Board to develop and implement treatment plant policies to assure compliant, safe, and efficient operations.

#### Financial Management

- Serve as CLRWTA Budget Officer.
- Review financial statements, activity reports, and other performance data to measure productivity, achievements, and to determine areas needing improvement.
- Direct and manage financial and budget activities to maximize investments to increase efficiency.
- Prepare capital budget and budget message, review budget estimates, and present annual proposed budget for Board approval.
- Ensure financial soundness utilizing standard budgeting practices and efficient cash-flow management.

### Supervisory Responsibilities

- Work with the Board to determine staffing requirements.
- Develop and recommend appropriate consultant scopes and fees when requested by the Board. Manage consultant and subconsultant staff through preparation of work scopes and the assignment of specific duties.
- Hire and train employees; plan, assign, and direct work; evaluate employee performance; reward and discipline employees; address complaints and resolve problems.
- Carry out supervisory responsibilities in accordance with policies and applicable laws.

### Work with Participating Entities' Water Resource Personnel

- Coordinate with water resource staff and consultants for all entities regarding aspects of raw water delivery, timing, and quality.
- Understand each entity's water resources portfolio and how to efficiently incorporate into future treatment plans.
- Coordinate with regional water managers, including ditch and reservoir companies, to facilitate water delivery and storage options for Board consideration that benefit CLRWTA entities.
- Assist with the evaluation of water resources opportunities for the benefit of all entities.

### Implement Policies and Establish Procedures and Plans

- Implement policies relating to matters such as water treatment, storage of water, operation and maintenance standards, financial management, and personnel matters as established by the Board.
- Oversee plant safety and emergency response plans and ensure that employees are prepared to respond appropriately in emergency situations.
- Recommend changes in policy during master planning process, and provide technical expertise and support.
- Prepare directives to carry out policies approved by the Board.
- Establish goals, objectives, and procedures by conferring with the Board, staff, and other governmental entities and utilities.
- Direct, coordinate, and evaluate all aspects of plant operations, maintenance, and planning.
- Serve as Official Custodian of Records. Develop and recommend policies for Board adoption to ensure CORA requests are satisfied.

#### Compile Data and Oversee Regulatory Compliance

- Research and compile data, write and publish materials such as monthly plant and water usage reports.
- Oversee statutory compliance with Colorado Revised Statutes, Local Government Audit law, and prepare and adopt annual budget.
- Oversee and ensure local, state, and federal level regulatory compliance.

#### Other

- Confer with municipal, county, state, and federal officials, as well as private engineers, attorneys, and others on matters such as raw water quality and supply and the management of design and construction of plant improvements and expansion.
- Manage CLRWTA or outsourced Human Resources function, IT and cybersecurity operations, and regulatory compliance.
- Other duties as directed by the Board.

#### **Job Knowledge**

- Working knowledge of conventional water treatment techniques.
- Working knowledge of managerial, financial and personnel administration.
- Knowledge and understanding of the principles and procedures of personnel selection, training, compensation, negotiation, and fringe benefits.
- Knowledge of Environmental Protection Agency and Colorado Department of Public Health and Environment regulations and guidelines regarding the treatment and delivery of domestic water supplies.
- Knowledge and understanding of the Poudre River and the Colorado-Big Thompson (C-BT) project.
- Familiarity with Colorado water law and administration.

#### **Competencies**

To perform the job successfully, an individual should demonstrate the following competencies:

Direct and manage effectively a large and diversified technical staff; Identify complex problems in order to develop and evaluate options and implement solutions; Synthesize complex information; Use intuition and experience to complement data; Generate creative solutions; Deal effectively with a wide range of personalities including the Board, staff, other professionals and vendors; Apply design principles;

Develop project plans; Manage project team activities; Share expertise with others; Manage difficult or emotional situations; Respond to requests for service and assistance; Focus on solving conflict; Maintain confidentiality; Listen to others; Speak clearly and persuasively in all situations; Respond well to questions; Participate in meetings; Write clearly and informatively and vary writing style to meet needs; Present numerical data effectively; Read and interpret written information; Exhibit objectivity and openness to others' views; Contribute to building a positive team spirit; Support everyone's efforts to succeed; Foster respect and trust; Build commitment and overcomes resistance; Motivate and develop employees full potential; Prepare and support those affected by change; Monitor transition and evaluate results; Delegates work assignments; Match the responsibility to the person; Give authority to work independently; Set expectations and monitor delegated activities; Exhibit confidence in self and others; Effectively influence actions and opinions of others; Include staff in planning, decision-making, facilitating and process improvement; Make self-available to staff; Provide regular performance feedback; Develop subordinates' skills and encourage growth; Solicit and apply customer feedback; Improve processes and services; Look for ways to improve and promote quality; Work within approved budget; Promote a harassment-free environment; Inspire the trust of others; Work with integrity and ethically; Uphold organizational values; Follow policies and procedures; Benefit organization through outside activities; Develop strategies to achieve organizational goals; Display willingness to make decisions; Exhibit sound and accurate judgment; Support and explain reasoning for decisions; Plan for additional resources; Approach others in a tactful manner; React well under pressure; Treat others with respect and consideration regardless of their status or position; Observe safety and security procedures; Determine appropriate action beyond guidelines; Use equipment and materials properly; Manage competing demands; Adapt approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events; Arrive at meetings and appointments on time; Commit to long hours of work when necessary to reach goals; Undertake self- development activities; Look for and takes advantage of opportunities; Ask for and offers help when needed; Display original thinking and creativity.

### **Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or ability required.

#### Education and/or Experience

- Ten (10) years supervisory and managerial experience in a water utility or a

primary water treatment facility, or an equivalent combination of education and experience.

- Completion of a BA or BS degree in finance, business, or engineering from an accredited university.
- MBA or MPA – desired.

#### Language Skills

- Ability to read, analyze, and interpret complex documents.
- Ability to respond effectively to sensitive inquiries or complaints.
- Ability to deliver presentations on controversial and complex topics to employees, public groups, professionals, and partners.

#### Reasoning

- Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.
- Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, etc.) in its most difficult phases. Ability to deal with a variety of abstract and concrete variables.
- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in verbal, mathematical or diagrammatic form.
- Ability to develop theoretically or empirically based equations to represent physical processes.

#### Computer Skills

- Knowledge of accounting, project management, spreadsheet and word processing software, and Supervisory Control and Data Acquisition (SCADA) software and associated applications.

#### Certificates, Licenses, Registrations

- Current driver's license.
- Colorado Licensed Professional Engineer (Civil), or Certified Public Accountant – required.
- Colorado Water Treatment Certification – desired.

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### **Physical Demands**

Physical demands described here are representative of those that must be met by an employee to successfully perform the essential function of this position.

- Employee is regularly required to sit, talk, and hear.
- Employee is occasionally required to reach with hands and arms, climb, balance, stoop, kneel, crouch, and crawl.
- Employee must regularly lift and/or move up to 25 pounds, and occasionally lift and/or move up to 50 pounds.
- Employee must have ability to climb and descend stairs.

### Visual Acuity

- Near acuity and accommodation are required for reading written instructions, schematics, blueprints, precision measuring instruments, and computer screen.

### Hearing Ability

- The ability to recognize adverse changes in process equipment.

### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

- High noise levels from operations in plant.
- Physical hazards from working in the vicinity of high voltage, high pressure lines, chemicals, elevated areas, and confined spaces.
- Cool, humid interior working conditions.
- Skin exposure to oils and chemicals.





## **MASTER SERVICES AGREEMENT BETWEEN**

### **COBB LAKE REGIONAL WATER TREATMENT AUTHORITY AND ALLY UTILITY CONSULTING**

**THIS MASTER SERVICES AGREEMENT** (“Agreement”) is made and entered into the most recent day and year set forth below by and between **Cobb Lake Regional Water Treatment Authority**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Owner”), whose mailing address is 5150 Snead Drive, Fort Collins, CO 80525, and **Ally Utility Consulting** (“Consultant”), whose mailing address is 2900 Rocky Mountain Ct, Fort Collins, Colorado 80526. The Owner and the Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

#### **WITNESSETH:**

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Services. The Consultant agrees to provide general professional management services pursuant to individual task orders executed by the Parties (“Task Orders”). All Task Orders shall be in the form attached hereto as Exhibit A and incorporated herein by this reference and shall include a description of the services to be performed, the time for performance, the maximum amount of payment, any materials to be supplied by the Owner and any other special circumstances relating to the performance of services. No services shall be provided by the Consultant, and no compensation shall be owed to the Consultant, as a result of entering into this Agreement alone. All Task Orders, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of a conflict or inconsistency between a provision in the body of this Agreement and a Task Order or any exhibit or schedule attached hereto, the provision in the body of this Agreement shall control.

2. Term: This Master Agreement shall be effective on June 1, 2024 and shall be effective through December 31, 2029, unless terminated as provided in paragraph 3 below.

3. Early Termination by Owner. Notwithstanding the time periods contained herein, the Owner may terminate this Agreement at any time without cause by providing written notice of termination to the Consultant. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Owner, the Consultant shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Consultant's obligations under this Agreement. Consultant understands and agrees that such payment shall be the Consultant's sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Owner may, at its convenience, suspend the services of the Consultant by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep its total charges to the Owner for services under this Agreement to the minimum, but in no circumstance later than three (3) business days after receipt of the notice of suspension. No work shall be performed during such suspension except with prior written authorization by the Owner Representative (as defined below). If a suspension is still in effect thirty (30) calendar days after the Consultant's receipt of the notice of suspension, the Consultant may terminate this Agreement by providing the Owner with written notice of termination. Upon the Owner's receipt of such notice of termination from Consultant, this Agreement will be deemed terminated.

5. Compensation. The Owner agrees to pay the Consultant the amounts set forth in Task Orders, which shall be in accordance with the Consultant's then-current fee schedule, which may be adjusted by the Consultant no more frequently than once every twelve (12) months. The Owner shall provide no benefits to the Consultant other than the compensation stated above. The Consultant shall bill its charges to the Owner monthly. All invoices shall include the Task Order Billing Number indicated on the applicable Task Order and be emailed (a) to the Owner's Representative and (b) Owner's Board Chair.

6. Qualifications on Obligations to Pay. No partial payment made by the Owner shall be considered final acceptance or approval of that part of the services paid for or shall relieve the Consultant of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Owner may withhold any payment (whether a progress payment or final payment) to the Consultant if any one or more of the following conditions exists:

(a) The Consultant is in default of any of its obligations under this Agreement, including without limitation the obligation to maintain insurance and provide Certificates of Insurance to the Owner in accordance with Section 13 (Insurance).

(b) Any part of such payment is attributable to services that are not performed in accordance with the terms of this Agreement and its associated exhibit(s). The Owner will pay for any portion of the services performed in conformance with this Agreement and its associated exhibit(s).

(c) The Consultant has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Owner has made payments to the Consultant.

7. Owner Representative. The Owner will designate, prior to commencement of work, its project representative (the "Owner Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services.

All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Owner Representative.

8. Independent Contractor. The Consultant agrees that the services to be performed by the Consultant are those of an independent contractor and not of an employee of the Owner. The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Consultant nor its employees, if any, are entitled to workers' compensation benefits from the Owner for the performance of the services described in this Agreement.

9. Assignment. The Consultant shall neither assign any responsibilities nor delegate any duties arising under this Agreement to a third party without the prior written consent of the Owner, which may be granted or denied in Owner's sole discretion.

10. Standard of Care. The Consultant shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Owner's local area; provided, however, that in the event the standard of care is higher in the local area where the Consultant's office primarily responsible for providing the services

is located, then the standard of care applicable to the local area where the Consultant's office is located shall be applicable to such services.

11. Duty to Warn. The Consultant agrees to call to the Owner's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultant by the Owner or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Owner. Nothing shall detract from this obligation unless the Consultant advises the Owner in writing that such data may be unsuitable, improper, or inaccurate and the Owner nevertheless confirms in writing that it wishes the Consultant to proceed according to such data as originally given.

12. Insurance.

(a) During the term of this Agreement, the Consultant shall purchase and maintain, at its own cost and expense, the following:

(i) Workers' compensation insurance for its employees, if any, as required by Colorado law with limits of at least \$500,000 per injury or illness an employee suffers as a result of providing the services hereunder, with a \$500,000 aggregate per occurrence.

(ii) Employer's liability insurance with limits of at least \$500,000 per employee/accident and \$1,000,000 aggregate, applicable only if the Consultant has employees.

(iii) Commercial general liability insurance covering premises operations, products-completed operations, contractual liability insuring the obligations assumed by the Consultant under this Agreement, personal and advertising injury, and broad form property damage, with limits of at least \$2,000,000 per occurrence for bodily injury, death or damage to property; \$2,000,000 per occurrence for personal and advertising injury; \$2,000,000 products-completed operations; and \$2,000,000 general aggregate.

(iv) Automobile liability insurance covering all owned, hired and non-owned vehicles used in the performance of the Consultant's services under this Agreement

with a limit of at least \$250,000 per accident / \$500,000 in aggregate bodily injury and property damage.

(v) For the avoidance of doubt, no professional engineering duties shall be undertaken by Consultant under this Master Service Agreement.

(b) The insurance required herein may be satisfied through any combination of primary and excess/umbrella liability policies.

(c) The insurance required herein shall be written by an insurance company or companies that (i) have an A.M. Best Company rating of "A-VII" or better, and (ii) are authorized to issue insurance in the State of Colorado.

(d) The Owner, the Owner Representative, and the Owner's directors, officers, employees, and consultants shall be endorsed as "Additional Insureds" under the (i) commercial general liability insurance policy for both ongoing and completed services for a period of two (2) years; and (ii) automobile liability policy.

(e) The Consultant shall provide a waiver of subrogation endorsement, or its equivalent, under the (i) workers' compensation; (ii) commercial general liability; and (iii) automobile liability insurance policies in favor of the Owner, its directors, officers, agents, and employees.

(f) All liability insurance policies required herein shall provide that the coverage is primary and non-contributory to other insurance available to the Owner and its directors, officers, agents, and employees. Any insurance maintained by the Owner and its directors, officers, agents, and employees shall be excess of and shall not contribute with the Consultant's insurance.

(g) Prior to commencement of performance, the Consultant shall provide certificates of insurance satisfactory to the Owner that clearly evidence all insurance coverages required herein, including but not limited to endorsements (individually and collectively, "Certificates of Insurance"). The Consultant agrees that, until the Owner is supplied with Certificates of Insurance, no payment under this Agreement will be made by the Owner. The Consultant will provide the Owner with updated Certificates of Insurance within ten (10) calendar days of the anniversary of the effective date of coverage should that date fall during the term of this Agreement. Failure of the Owner to require Certificates of

Insurance or to identify a deficiency in coverage shall not relieve the Consultant of its responsibility to provide the specific insurance coverages set forth herein.

(h) Subject to Section 9 (Assignment), the Consultant shall require each subcontractor and/or third-party performing work for the Consultant related to the services to purchase and maintain insurance of the types and with policy limits no less than those required of Consultant under this Section 13. All general liability policies carried by a subcontractor and/or third-party shall be endorsed to include the Additional Insureds identified above. Each subcontractor and/or third-party shall be required to provide Consultant, upon request, with certificates of insurance evidencing such coverage prior to commencement of work by a subcontractor and/or third party.

(i) The insurance policies afforded hereunder shall not be cancelled or allowed to expire unless at least thirty (30) days' prior written notice has been delivered to the Owner, except in the event of cancellation due to non-payment of a premium, in which case notice shall be given to the Owner no later than ten (10) days prior to cancellation of the policy. Upon receipt of any notice of cancellation or non-renewal, the Consultant shall, within five (5) days, procure other policies of insurance as necessary to comply with this Section 13 and provide Certificates of Insurance evidencing the same to the Owner. Notwithstanding the provisions contained in Section 18 (Remedies), if the Consultant fails to procure the required insurance or provide the Owner with Certificates of Insurance within the timeframe provided, the Owner may terminate or suspend this Agreement upon written notice to the Consultant.

13. Intentionally Deleted.

14. Compliance with Laws. The Consultant is obligated to familiarize itself and comply with all laws applicable to the performance of the services, including without limitation all state and local licensing and registration requirements.

15. Acceptance Not Waiver. The Owner's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Owner under this Agreement.

16. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

17. Remedies. Except as provided in Section 13(i) (Insurance), in the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

18. Indemnification; No Waiver of Liability or Immunity. The Consultant agrees to indemnify, defend, and hold harmless the Owner and its officers, directors, employees, agents, engineers/architects and attorneys from any and all damages and liabilities arising from the Consultant's negligent performance of the services. As part of this obligation, the Consultant shall compensate the Owner for the time, if any, spent by its legal counsel in connection with such claims or actions. The Consultant's obligations under this Section 19 shall be to the fullest extent permitted by law and shall survive termination or expiration of this Agreement. Notwithstanding any other provision contained in this Agreement, including but not limited to Exhibit A, the Owner does not agree to defend, indemnify, or hold harmless the Consultant or waive or limit the Consultant's liability (either by type of liability or amount) for the Consultant's negligent acts or omissions. The Owner is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Owner or its officers or employees. Nothing herein shall be construed to require any indemnification that would make this Section 19, or any portion thereof, void or unenforceable or to eliminate or reduce the indemnification rights the Owner has by law.

19. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the Parties' respective survivors, heirs, personal representatives, successors and permitted assigns.

20. Amendment. No amendment or modification of this Agreement shall be binding upon the Parties unless the same is in writing and approved by a duly authorized representative of each Party.

21. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Larimer County.

22. Severability. In the event any term or condition of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Annual Appropriation. The Owner's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Owner's Board of Directors.

24. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Consultant (or the Consultant's independent professional associates, permitted subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Owner. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant as instruments of service shall be provided to the Owner. The Owner understands such documents are not intended or represented to be suitable for reuse by the Owner or others for purposes outside the specific scope and conditions of the services. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Consultant, or to the Consultant's independent professional associates, permitted subcontractors, or consultants.

25. Taxes. The Owner is a governmental entity and is therefore exempt from state and local sales and use tax. The Owner will not pay for or reimburse any sales or use tax that may not directly be imposed against the Owner. The Consultant shall use the Owner's sales tax exemption for the purchase of any and all products and equipment on behalf of the Owner.



26. Time is of the Essence. All times stated in this Agreement are of the essence.

27. Notices. All notices which are required, or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

28. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S.

29. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

30. Section Headings. The section headings in this Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of any part of this Agreement.

31. Not Construed Against Drafter. Each Party acknowledges that it has had an adequate opportunity to review each and every provision contained in this Agreement, including the opportunity to consult with legal counsel. Based on the foregoing, no provision of this Agreement shall be construed against either Party by reason of such Party being deemed to have drafted such provision.

[Signature Pages Follow]



**OWNER:**

**Cobb Lake Regional Water Treatment Authority**, a quasi-municipal corporation and political subdivision of the State of Colorado

By: \_\_\_\_\_  
Name: Chris Pletcher  
Title: Board Chair  
Date: \_\_\_\_\_

**CONSULTANT:**

**ALLY UTILITY CONSULTING**

By: \_\_\_\_\_  
Name: Chris Matkins  
Title: Owner  
Date: \_\_\_\_\_

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**EXHIBIT A**  
**FORM OF TASK ORDER**

Effective Date: June 1, 2024

Completion Date: December 31, 2024

Task Order for Professional Services

Ally Utility Consulting (Consultant) agrees to provide to Cobb Lake Regional Water Treatment Authority (Owner), the professional services described below for the Project, as outlined in the Master Services Agreement executed by and between Consultant and Owner on June 1, 2024. All services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Services Agreement.

TASK ORDER PROJECT NAME: Cobb Lake Regional Water Treatment Authority

TASK ORDER PROJECT DESCRIPTION: Contract management services

TASK ORDER BILLING NUMBER: 1

CONSULTANT CONTACT PERSON: Chris Matkins, 970-217-0736, c.matkins@allyutility.com

OWNER REPRESENTATIVE: Chris Pletcher, Board Chair, 970-226-3104, cpletcher@fclwd.com

SCOPE OF WORK: Authority management per CLRWTA Authority Manager position description and 4/21/24 proposal letter (attached).

TOTAL COMPENSATION: Time and Materials Not to Exceed **\$116,740.00**.

**Instructions for Payment:**

- Please reference Task Order Billing Number on Invoice when submitting request for payment.
- Please submit requests for payment to both the **OWNER REPRESENTATIVE** above and **OWNER BOARD CHAIR**.



**Cobb Lake Regional Water Treatment Authority**, a quasi-municipal corporation and political subdivision of the State of Colorado  
(Owner)

By: \_\_\_\_\_  
Chris Pletcher

Title: Board Chair

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

Address:  
5150 Snead Drive  
Fort Collins, CO 80525

Phone: (970) 226-3104

**Ally Utility Consulting**  
(Consultant)

By: \_\_\_\_\_  
Chris Matkins

Title: Owner

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

Address:  
2900 Rocky Mountain Court  
Fort Collins, Colorado 80526

Phone: 970-217-0736

# **COBB LAKE REGIONAL WATER TREATMENT AUTHORITY**

## **BYLAWS**

**SECTION 1. AUTHORITY.** The Cobb Lake Regional Water Treatment Authority (“Authority”) is a water authority of the State of Colorado, organized and existing pursuant to Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S. The Authority was established by the Creation Agreement by and among the Town of Eaton, the Town of Severance, the Town of Windsor, and the Fort Collins-Loveland Water District effective January 23, 2024 (“Creation Agreement”).

**SECTION 2. PURPOSE.** It is hereby declared that the Bylaws hereinafter set forth will serve a public purpose.

**SECTION 3. POLICIES OF THE BOARD.** It shall be the policy of the Board of Directors of the Authority (“Board”), consistent with the availability of revenues, personnel and equipment, to use its best efforts to undertake and carry out the activities authorized by law.

**SECTION 4. BOARD OF DIRECTORS.** The composition of the Board shall be as set forth in Article IV., Section A.1. of the Creation Agreement. All powers, privileges and duties vested in, or imposed upon, the Authority by law shall be exercised and performed by and through the Board, whether set forth specifically or impliedly in these Bylaws. The Board may delegate to officers, employees, and agents of the Authority any or all administrative and ministerial powers.

Without restricting the general powers conferred by these Bylaws, it is hereby expressly declared that the Board shall have the following powers and duties:

- a. To confer upon any appointed officer or employee of the Authority the power to choose, remove or suspend employees or agents upon such terms and conditions as may seem fair and just and in the best interests of the Authority.
- b. To determine and designate, except as otherwise provided by law or these Bylaws, who shall be authorized to make purchases, negotiate leases for office space, and sign receipts, endorsements, checks, releases and other documents. The Board may, on a limited basis and by resolution, give a Authority manager or other appointed signatory the power to sign contracts and other official documents on behalf of Authority.

- c. To create standing or special committees and to delegate such power and authority thereto as the Board deems necessary and proper for the performance of such committee's functions and obligations.
- d. To prepare or cause to be prepared financial reports covering each year's fiscal activities; and such reports shall be available for inspection by the public, as required by law.

## **SECTION 5. OFFICE.**

- a. **Business Office.** The principal business office of Authority shall be at 301 Walnut Street, Windsor, Colorado 80550, unless otherwise designated by the Board.
- b. **Establishing Other Offices and Relocation.** The Board, by resolution, may from time to time, designate, locate and relocate its executive and business office and such other offices as, in its judgment, are necessary to conduct the business of the Authority.

## **SECTION 6. MEETINGS.**

- a. **Regular Meetings.** Regular meetings of the Board shall be conducted quarterly on an as-needed basis and held at the business office or virtually, unless otherwise noticed and posted. When necessary, the Board, in its discretion, by motion may change the time and date of regular Board meetings.
- b. **Special Meetings.** Special meetings of the Board may be called by the Chair, the Vice Chair, or any two (2) Directors of the Board, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given, as hereinafter provided. Special meetings of the Board shall be held at such time and place as shall be fixed by the Chair or Directors calling the meeting.
- c. **November Meeting and Annual Meeting.** In addition to other meetings that may be held during the calendar year, the Board shall hold a meeting in November of each calendar year ("November Meeting") and an annual meeting for the Parties' governing bodies during the first quarter of each calendar year ("Annual Meeting").
  - 1. **November Meeting.** During the November Meeting, the Board shall discuss, among other matters, adoption of a budget for the following calendar year, current and future operation and maintenance of the Treatment Facility, capital and financial planning, Treatment Capacity, Treatment Facility Capital Improvements, raw water

management, Treated Water transmission, appointment of officers for the following calendar year, and any other matters related to the business affairs of the Authority.

2. **Annual Meeting.** During the month of January in each calendar year, the Authority Manager shall prepare an annual report containing all relevant information related to the Treatment Facility and the Authority, including but not limited to the matters itemized above for discussion during the November Meeting (“Annual Report”). The Annual Report shall be delivered to the Parties on or before January 31 of each calendar year. The Board shall thereafter schedule the Annual Meeting, to be held on or before March 31 of such year, to present the Annual Report. Notice of the Annual Meeting shall be provided to the Parties’ governing bodies. The Board shall endeavor to ensure that the Annual Meeting is not conducted during the regularly scheduled meeting of any of the governing bodies.
- d. **Meeting Open to Public.** All meetings of the Board, other than executive sessions and social gatherings, shall be open to the public. Meetings include any and all sessions of the Board, at which a quorum of the Board or three (3) or more Directors are expected to be in attendance for discussion of Authority business, either in person, telephonically, or electronically.
- e. **Board Member Notice.** Except in the case of an emergency, written notice of any special meeting of the Board shall be delivered to each Director not less than three (3) days before the date fixed for such meeting, either personally or by electronic mail (on the condition that the intended recipient acknowledges receipt of the electronic mail), by or at the direction of the Secretary, or upon the Secretary’s default, by the person calling the meeting. In case of an emergency requiring a special meeting, notice shall be provided as far ahead of time as reasonably practicable given the emergency situation.
- f. **Waiver of Notice.** Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly convened.

- g. **No Informal Action by Directors/Executive Sessions.** All official business of the Board shall be conducted at regular or special meetings. Executive sessions may be called at regular or special meetings, and conducted according to the following guidelines:
1. **Calling the Executive Session.** The topic for discussion in the executive session shall be announced in a motion, and the specific statute that authorizes the executive session shall be cited. The matter to be discussed shall be described in as much detail as possible without compromising the purpose of being in executive session. An affirmative vote of two-thirds (2/3) of the quorum in attendance shall be required to go into executive session.
  2. **Conducting the Executive Session.** No adoption of any proposed policy, position, resolution, rule, regulation, or formal action shall take place in an executive session. The discussion in executive session shall be limited to the reasons for which the executive session was called. An electronic record (such as an audio tape) of the actual contents of the discussion in the executive session shall be kept. No electronic or other record is necessary to be kept for any portions of the discussion which the Authority's attorney reasonably believes constitute attorney-client privileged communication. The attorney shall state on the electronic record when any portion of the executive session is not recorded as an attorney-client privileged communication or sign a statement to the same effect.
  3. **Records of Executive Sessions.** The electronic record of any executive session shall be retained by the Authority for ninety (90) days from the date of the executive session and then destroyed. Electronic recordings of the executive session, or transcripts or other reproduction of the same, shall not be released to the general public for review under any circumstances, except as required by law.
- h. **Adjournment and Continuance of Meetings.** When a regular or special meeting is for any reason continued to another time and place, notice need not be given of the continued meeting if the time and place of such meeting are announced at the meeting at which the continuance is taken. At the continued meeting, any business may be transacted which could have been transacted at the original meeting.
- i. **Emergency Meetings.** Notwithstanding any other provisions in this Section 6, emergency meetings may be called, without notice if notice is not practicable, by the Chair, Vice Chair, or any two (2) Directors of the Board in the event of a declared emergency that requires the immediate



action of the Board in order to protect the public health, safety, welfare and property of the residents and visitors of the Authority. If possible, notice of such emergency meeting may be given to the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety, welfare or property of the residents and visitors of the Authority may be taken; provided, however, that any action taken at an emergency meeting shall be effective only until the first to occur of (a) the next regular meeting, or (b) the next special meeting of the Board at which the emergency issue is on the public notice of the meeting. At such subsequent meeting, the Board may ratify any emergency action taken. If any emergency action taken is not ratified, then it shall be deemed rescinded as of the date of such subsequent meeting, although the validity and effectiveness of the emergency action during its effective time shall not be invalidated. A declared emergency for purposes of this subsection h is an emergency within the Authority that has been declared by county or municipal government, the State of Colorado, the United States government, of any department or agency thereof, or the Chair, Vice Chair, or any two (2) Directors of the Board.

j. **Email Meetings.** Section 24-6-402, C.R.S., requires that certain e-mail correspondence between three (3) Directors (or, when two (2) Directors constitute a quorum, two (2) Directors), if said email correspondence discusses pending resolutions or other Authority business, shall be considered a public meeting subject to the requirements of the Colorado Open Meetings Law.

k. **Electronic Attendance at Meetings.** Section 24-6-402(1)(b), C.R.S., defines a meeting as, “any kind of gathering to discuss public business, in person, by telephone, electronically, or by other means of communication.” Directors may attend meetings by telephone or other electronic means, so long as he or she is able to reasonably hear the comments from the audience and any comments and discussion among other Directors and staff and is able to participate in the discussion.

## **SECTION 7. CONDUCT OF BUSINESS.**

a. **Quorum.** All official business of the Board shall be transacted at a regular or special meeting at which a quorum (majority) of the Directors shall be in attendance in person, telephonically, or electronically, except as provided in Section 6.h. above and Section 7.b. below. A quorum for the conduct of business at meetings of the Board shall require the presence of a majority of the Directors. The presence of the Directors shall be established by

participation in person, by telephone, or by video conference so long as all Directors in attendance can hear and be heard by all persons in attendance at the meeting.

- b. **Vote Requirements.** Any action of the Board shall require the affirmative vote of a majority of the Directors in attendance and voting at a meeting properly called and at which a quorum is in attendance, except that to convene an executive session of the Board, a two-thirds (2/3) affirmative vote is required.
  
- c. **Electronic Signatures.** In the event the signature(s) of one (1) or more Directors of the Board or appointed signatories are required to execute a written document, contract, note, bond, deed, and/or other official papers of the Authority, and the appropriate individual(s) is unable to be physically present to sign said documentation, such individual or individuals are authorized to execute the documentation electronically via facsimile or e-mail signature, unless said documentation provides otherwise. Any electronic signature so affixed to a document shall carry the full legal force and effect of any original, handwritten signature. Except as approved herein, this provision of these Bylaws shall not be interpreted as establishing Authority's consent or authorization to bind Authority to any transaction by the use of electronic records or electronic means. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act.
  
- d. **Order of Business.** The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following order, and the agenda for such meetings shall describe in as much detail as is possible the topics planned for discussion within each category:
  - 1. Changes to Agenda;
  - 2. Approval (or approval, as modified) of the minutes of the previous meeting;
  - 3. Public input (for matters not otherwise on the agenda/3-minute time limit/no disrupting, pursuant to Section 18-9-108, C.R.S.);
  - 4. Officers, committees and professional consultants;
  - 5. Unfinished business;
  - 6. New business and special orders;
  - 7. Executive session, if needed; and

8. Adjournment.

- e. **Public Conduct at Meetings.** Comments by members of the public shall be made only during the “Public Input” portion of the meeting and shall be limited to three (3) minutes per individual and five (5) minutes per group spokesperson unless additional opportunity is given at the Board’s discretion. Each member of the public wishing to speak may be asked to fill out a form indicating name, address, and agenda item to be addressed. Disorderly conduct, harassment, or obstruction of or interference with meetings by physical action, verbal utterance, nuisance or any other means are hereby prohibited and constitute a violation of Authority rules. Such conduct may result in removal of person(s) responsible for such behavior from the meeting and/or criminal charges filed against such person(s). To the extent such occurrences arise and the person(s) responsible refuses to leave the premises, law enforcement authorities will be summoned. Prosecution will be pursued under all applicable laws including, without limitation, Sections 18-9-108, C.R.S. (disrupting lawful assembly), 18-9-110, C.R.S. (public buildings - trespass, interference), and/or 18-9-117, C.R.S. (unlawful conduct on public property). Law enforcement may be requested to attend meetings at any time in which the Board believes their presence will be an asset to the keeping of peace and the conducting of public business. 9-1-1 will be called at any time that the Board or staff feels threatened or endangered during a public meeting.
- f. **Minutes.** Within a reasonable time after passage, all votes, resolutions, motions and minutes of Board meetings shall be recorded in a visual text format that may be transmitted electronically and kept for that purpose and shall be attested by the Recording Secretary. Such records shall be the official record of Board meetings. Minutes of regular meetings shall be available for public review as soon as practicable following acceptance of the minutes by adoption of a motion of the Board. Executive sessions shall be electronically recorded on audio tape or other electronic media, and such electronic recording or reproduction of the same shall be kept separate from minutes of regular sessions as described in Section 6.e. of these Bylaws, and shall not be open to the public except as required by law. Draft minutes are considered work product under the Colorado Open Records Act and are not available to the public until discussed by the Board in a public meeting.

**SECTION 8. DIRECTORS, OFFICERS AND PERSONNEL.**

- a. **Faithful Performance Bonds.** Requirements for officer bonds are as set for the Article IV., Section D.4. of the Creation Agreement.

- b. **Director's Performance of Duties.** A Director of the Authority shall perform all duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner in which the Director reasonably believes to be in the best interests of Authority, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing the Director's duties, the Director shall be entitled to rely upon information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in subparagraphs 1, 2 and 3 of this subsection c. The Director shall not be considered to be acting in good faith if he/she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs the Director's duties shall not have any liability by reason of being or having been a Director of the Authority. Those programs and groups upon whose information, opinions, reports, and statements a Director is entitled to rely upon are:
1. One (1) or more officers or employees of the Authority whom the Director reasonably believes to be reliable and competent in the matters presented;
  2. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional knowledge or expertise; and
  3. A committee of the Board upon which the Director does not serve, duly designated in accordance with the provisions of these Bylaws, as to matters within the committee's designated authority, which committee the Director reasonably believes to merit confidence.
- c. **Oath of Office.** Each Director of the Board, before assuming the responsibilities of his/her office, shall take and subscribe an oath of office in the form prescribed by law.
- d. **Election of Officers.** The officers of the Authority shall be a Chair/President Vice Chair/President, and Secretary, and such other officers and assistant officers as may be authorized by the Board. The Chair and Vice-Chair shall be members of the Board. The Secretary shall be the Authority Manager or his or her designee. The Directors shall elect the officers annually at the first meeting of each calendar year.
- e. **Vacancies.** Any vacancy occurring on the Board shall be filled by an affirmative vote of a majority of the remaining Directors, as prescribed by

law. Vacancies may be filled and new officers may be appointed at any meeting of the Board.,

- f. **Resignation and Removal.** Directors may be removed from office only by recall as prescribed by statute. Any Director may resign at any time by giving written notice to the Board, and acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.
- g. **Chair and President.** The Chair shall preside at all meetings. The Chair shall also be the President of the Authority. The President is authorized to sign all contracts, deeds, notes, debentures, warrants and other instruments on behalf of the Authority.
- h. **Secretary.** The Secretary shall preside at meetings in the absence of the Chair; be responsible for the records of the Authority; may act as Secretary at meetings of the Board and record all votes; shall be responsible for composing a record of the proceedings of the Board in a visual text format that may be transmitted electronically and kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office. The Secretary shall be the designated election official of the Authority and the custodian of the seal of Authority, unless otherwise determined by the Board. The Secretary shall have the authority to affix such seal to and attest all contracts and instruments authorized to be executed by the Board.
- i. **Treasurer.** The Treasurer shall be authorized to invest, or cause to be invested, all surplus funds or other available funds of the Authority in permitted investments authorized by law or as specified by the Board. The Treasurer shall be Chair of the Budget Committee and of the Audit Committee. The Treasurer shall keep, or cause to be kept, strict and accurate accounts of all money received by and disbursed for and on behalf of the Authority in permanent records.
- j. **Vice Chair/Vice President and Assistant Secretaries and/or Treasurers.** The Vice Chair/President and Assistant Secretaries and/or Treasurers shall have all powers of the associated primary officers in the absence of such officers. In the event that dual signatures of Directors are required on any instrument, then two (2) different Directors of the Board shall sign such instrument.
- k. **Recording Secretary.** The Board shall have the authority to appoint a recording secretary, who need not be a member of the Board, and who shall be responsible for recording the minutes of the meetings of the Board. The

recording secretary shall not be required to take an oath of office, nor shall the recording secretary be required to post a performance bond.

- l. **Additional Duties.** The officers of the Board shall perform such other duties and functions as may, from time to time, be required by the Board, by these Bylaws or the rules and regulations of the Authority, by law, or by special exigencies, which shall later be ratified by the Board.
- m. **Manager or Administrator.** The Board may appoint a manager or contract with an administrator to serve for such term and upon such conditions, including compensation, as the Board may establish. Such manager or administrator shall have general supervision over the administration of the affairs, employees and business of the Authority and shall be charged with the hiring and discharging of employees and the management of Authority properties. Such manager or administrator shall have the care and custody of the general funds of the Authority and shall deposit or cause to be deposited the same in the name of Authority in such banks or savings associations as the Board may select. Such manager or administrator will approve all vouchers, orders and checks for payment, and shall keep or cause to be kept regular books of account of all Authority transactions and shall obtain, at the Authority's expense, such bond for the faithful performance of its duties, or crime insurance as the Board may designate. The Board may delegate such powers and duties to the manager or administrator as it deems appropriate.
- n. **Personnel Selection and Tenure.** The selection of agents, employees, engineers, accountants, special consultants and attorneys of the Authority by the Board will be based upon the relative qualifications and capabilities of the applicants and shall not be based upon political services or affiliations. Agents and employees of the Authority shall hold their offices at the pleasure of the Board. Contracts for professional services of engineers, accountants, special consultants and attorneys may be entered into upon such terms and conditions as may seem reasonable and proper to the Board.

## **SECTION 9. FINANCIAL ADMINISTRATION.**

- a. **Fiscal Year.** The fiscal year of the Authority shall commence on January 1<sup>st</sup> of each year and end on December 31<sup>st</sup>.
- b. **Budget Committee.** There shall be a permanent Budget Committee composed of the Treasurer, another Director appointed by the Chair/President, and the manager or administrator, if any, which Committee shall be responsible for preparation of the draft annual budget of the

Authority and such other matters as may be assigned to it by the Chair/President or the Board.

- c. **Budget.** On or before October 15<sup>th</sup> of each year, the Budget Committee shall prepare and submit to the Board a proposed budget for the ensuing fiscal year. Such proposed budget shall be accompanied by a statement which shall describe the important features of the budget plan and, by a general summary wherein shall be set forth the aggregate features of the budget, in such manner as to show the balanced relations between the total proposed expenditures and the total anticipated income or other means of financing the proposed budget for the ensuing fiscal year, as contrasted with the corresponding figures for the last completed fiscal year and the current fiscal year. The proposed budget shall be supported by explanatory schedules or statements classifying the expenditures contained therein by services, subjects and funds. The anticipated income of the Authority shall be classified according to the nature of receipts.
- d. **Notice of Budget.** Upon receipt of the proposed budget, the Board shall cause to be published a notice that the proposed budget is open for inspection by the public at the Authority's business office; that the Board will consider the adoption of the proposed budget at a public hearing on a certain date; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time prior to its final adoption. Such notice shall be posted or published in substantial compliance with law.
- e. **Adoption of Budget.** On the day set for consideration of such proposed budget, the Board shall review the proposed budget and revise, alter, increase or decrease the items as it deems necessary in view of the needs of the Authority and the probable income of the Authority. The Board shall then adopt a budget, either during the budget hearing or at a later date and time to be set by the Board, setting forth the expenditures to be made in the ensuing fiscal year. The Board shall provide for sufficient revenues to finance budgeted expenditures with special consideration given to the proposed ad valorem property tax levy.
- f. **Filing of Budget.** On or before January 31<sup>st</sup> of each year, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the Colorado Department of Local Affairs.
- g. **Appropriating Resolution.**
  1. At the time of adoption of the budget, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The

amounts appropriated thereunder shall not exceed the amounts fixed therefor in the adopted budget.

2. The income of the Authority, as estimated in the budget and as provided for in the tax levy resolution and other revenue and borrowing resolutions, shall be allocated in the amounts and according to the funds specified in the budget for the purpose of meeting the expenditures authorized by the appropriation resolution.
3. The Board may make an appropriation to and for a contingency fund to be used in cases of emergency or for any other unforeseen contingencies.

h. **No Contract to Exceed Appropriation.** The Board shall have no authority to enter into any contract, or otherwise bind or obligate the Authority to any liability for payment of money for any purposes for which provision is not made in an appropriation resolution, including any legally authorized amendment thereto, in excess of the amounts of such appropriation for that fiscal year. Any contract, verbal or written, contrary to the terms of this Section 9 shall be void ab initio, and no Authority funds shall be expended in payment of such contracts.

i. **Contingencies.**

1. In cases of emergency caused by a natural disaster, public enemy, or other contingency which could not reasonably have been foreseen at the time of the adoption of the budget, the Board may authorize the expenditure of funds in excess of the budget by resolution duly adopted by a two-thirds (2/3) vote of the Board. Such resolution shall set forth in full the facts concerning the emergency and shall be included in the minutes of such meeting.
2. If so enacted, a copy of the resolution authorizing additional expenditures shall be filed with the Division of Local Government in the Colorado Department of Local Affairs and shall be published in compliance with statutory requirements.

j. **Payment of Contingencies.**

1. If there are unexpended or uncommitted money in funds other than those to which the emergency relates, the Board shall transfer such available money to the fund from which the emergency expenditure is to be paid.



2. To the extent that transferable funds are insufficient to meet the emergency appropriation, the Board may borrow money through (a) the issuance of tax anticipation warrants, to the extent that the mill levy authority of the Authority is available as provided by law, (b) the issuance of bond anticipation notes payable from future bond proceeds or operating revenue, or (c) any other lawful and approved method.

k. **Annual Audit.**

1. The Board shall cause an annual audit (or exemption from audit) to be made at the end of each fiscal year of all financial affairs of the Authority through December 31<sup>st</sup> of such fiscal year. The audit report must be submitted to the Board within six (6) months of the close of such fiscal year, or as otherwise provided by law. Such audit shall be conducted in accordance with generally accepted auditing standards and by a registered or certified public accountant who has not maintained the books, records and accounts of Authority during the fiscal year. The auditor shall prepare, and certify as to its accuracy, an audit report, including a financial statement and balance sheet based on such audit, an unqualified opinion or qualified opinion with explanations, and a full disclosure of any violation of Colorado law, pursuant to statutory requirements.
2. There shall be a permanent Audit Committee composed of the Treasurer and one (1) other member of the Board appointed by the Chair/President. The Audit Committee shall be responsible for the appointment, compensation, selection (to be approved by the Board), retention, and oversight of the work of any independent accountants engaged for the purpose of preparing or issuing an independent audit report or performing other independent audit, review or attest services for the Authority. The Audit Committee may, as necessary and to the extent of its ability, provide independent review and oversight of the Authority's financial reporting processes, internal controls and independent auditors. All accountants thus engaged shall report directly to the Audit Committee.
3. A copy of the audit report shall be maintained by the Authority as a public record for public inspection at all reasonable times.
4. A copy of the audit report shall be forwarded to the State Auditor or other appropriate State official pursuant to statutory requirements.

5. Notwithstanding the foregoing audit requirements, the Board may file for an application for exemption from audit if the statutory criteria are met.

**SECTION 10. CORPORATE SEAL.** The seal of the Authority shall be a circle containing the name of the Authority and shall be used upon all documents and in such a manner as seals generally are used by public and private corporations. The Secretary shall keep, or cause to be kept, the seal and shall be responsible for its safekeeping and care.

**SECTION 11. DISCLOSURE OF CONFLICT OF INTEREST.** A potential conflict of interest of any Director shall be disclosed in accordance with State law.

**SECTION 12. COMPENSATION.** Each Director shall receive the maximum compensation authorized by statute, unless otherwise determined by the Board. No Director shall receive compensation as an employee of the Authority, except as may be provided by statute.

**SECTION 13. INDEMNIFICATION OF DIRECTORS AND EMPLOYEES.** The Authority shall defend, hold harmless and indemnify any Director, officer, agent, or employee of the Authority, whether elective or appointive, against any tort or liability, claim or demand, without limitation, arising out of any alleged act or omission occurring during the performance of official duty, as more fully defined by law or by an indemnification resolution, if any. The provisions of this Section 13 shall be supplemental and subject to and, to the extent of any inconsistency therewith, shall be modified by the provisions of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

**SECTION 14. RECORDS MANAGEMENT.** The Authority shall comply with, and adopt and maintain policies as necessary for compliance with, applicable records retention, destruction, and disclosure requirements, including the Colorado Open Records Act, State Archives and Public Records Law, and various consumer privacy legislation. The Authority manager or administrator, or his/her designee, is hereby designated as the Official Custodian of Records (“Custodian”) pursuant to the Colorado Open Records Act. In the event there is any question as to whether the Authority is permitted to comply with a Colorado Open Records Act request, the Custodian shall forward such request to the Authority’s legal counsel. Copies of records shall be furnished at a cost of twenty-five cents (\$.25) per standard 8.5-inch by 11-inch black and white page. The charge for providing a copy, printout or photograph of a public record in a format other than a standard page will be assessed at the actual cost of production. Additionally, in those cases where the location or existence of specific documents must be researched and the documents must be retrieved, sorted or reviewed for applicability to the request, and such process requires more than one (1) hour of staff time, the Custodian may charge a research and retrieval fee in the maximum amount permitted

under the Colorado Open Records Act.. The Custodian will not impose a charge for the first hour of time expended in connection with the research and retrieval of public records. The fees and charges stated in this Section 15 will automatically be increased to the maximum amounts allowed by law without additional Board action.

**SECTION 15. MODIFICATION OF BYLAWS.** These Bylaws may be altered, amended or repealed at any regular or special meeting of the Board to become effective immediately or at a subsequent date.

**SECTION 16. SEVERABILITY.** If any part or provision of these Bylaws is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of these Bylaws, it being the Board’s intention that the various provisions hereof are severable.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Board of Directors of the Cobb Lake Regional Water Treatment Authority.

COBB LAKE REGIONAL WATER  
TREATMENT AUTHORITY

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

Attest:

\_\_\_\_\_  
Secretary