

SOLDIER CANYON WATER TREATMENT AUTHORITY
Monthly Meeting Agenda
4424 Laporte Avenue
Fort Collins, CO 80521

Thursday March 14, 2024

Mission – The Authority delivers the highest quality treated water to its customers with financial responsibility, by following policies established by the Board in a professional, efficient, and ethical manner.

1. Call to Order 10:00 AM
2. Meeting Minutes for February 8, 2024 - **Action Item – Approve Minutes** - “Motion to approve the minutes from the meeting on February 8th, 2024”.
3. Financial Update – Brenda Griffith, **Action Item - Approve Financial Report** - “Motion to approve the SCWTA January 2024 Financial Report”.
4. Manager’s Update – Mark Kempton.
5. Approve updates to Authority Bylaws and Financial Policies – Mark Kempton, **Action Item – Approve Updates** – “Motion to approve the updates to the Authority Bylaws and the Authority Financial Policies to reflect revised Budget submission dates”.
6. Approve Work Orders for Soda Ash Backup Pump – Mark Kempton, **Action Item – Approve Work Order** – “Motion to approve a Work Order for Hensel Phelps to supply and install a new soda ash backup pump”.
7. Approve HDR Engineering Work Order for Upgrade Chlorine Dioxide System – Mark Kempton, **Action Item – Approve Work Order** – “Motion to approve a Work Order for HDR to design the Chlorine Dioxide system improvements.”
8. Approve the purchase of two pickup trucks to replace existing trucks – Mark Kempton, **Action Item – Approve the purchase of two new pickup trucks** – “Motion to approve the purchase of two pickup trucks from Loveland Ford.”
9. Approve the Amended MOU for the Upper CLP Monitoring Program to include Northern Water – Mark Kempton, **Action Item – Approve the Amended MOU** – “Motion to approve the amended Upper CLP MOU.”
10. Other Business:

The next scheduled Authority Board Meeting is April 11, 2024, at 10:00 a.m.

Soldier Canyon Water Treatment Authority
Board Meeting
February 8, 2024

Present at the meeting:

Board Vice Chairman, Mike Scheid, ELCO Manager
Board Treasurer, Eric Reckentine, NWCWD Manager
Board Director, Jim Borland, FCLWD Director
Board Director, Rod Rice, ELCO Director
Mark Kempton, SCWTA Manager
Richard Raines, SCWTA Water Resources Manager
Brenda Griffith, SCWTA Office Administrator

The meeting was called to order at 10:15 a.m. by Board Vice Chairman Mike Scheid.

Business Conducted

1. Minutes from January 11, 2024, Soldier Canyon Water Authority Board Meetings

Minutes from the January 11, 2024, meeting were presented. Jim Borland made a motion to approve the minutes. Rod Rice seconded the motion. The motion was unanimously approved.

2. Financial Update

Brenda Griffith presented and reviewed with the Authority Board monthly billing records, a review of the December 2023 O&M expenses and the financial dashboard. Rod Rice made a motion to approve the financial reports. Jim Borland seconded the motion. The motion was unanimously approved.

3. Managers Update

Mark Kempton updated the Board on plant flows and water quality, operations, maintenance, and projects going on in the plant.

4. 2023 End of year treatment plant capacity update – Mark Kempton

Mark shared a summary of the plant annual output and peak productions for the 2023 calendar year.

5. 2024 Renewal and Replacement Fund cash flow projections – Mark Kempton

Mark went over the proposed renewal and replacement projects for 2024.

6. Approve Work Orders for LSI Logic - Mark Kempton

Mark explained Work Order No. 2024-001 – SCADA iFix system upgrade, and Work Order No. 2024-002 – PLC 11 (filters13-16) upgrade. The 2 work orders total \$89,900.00. Rod Rice made a motion to approve Work Order No. 2024-001 and Work Order No. 2024-002. Eric Reckentine seconded the motion. The motion was unanimously approved.

7. Approve Bid Proposal for Falcon Technology to install a new liner at the PVP Sed Basin (50% cost share with City of Ft. Collins) – Mark Kempton

The bid for the new liner at the PVP Sed basin is \$123,949.75. Eric Reckentine made a motion to approve the bid proposal from Falcon Technology. Jim Borland seconded the motion. The motion was unanimously approved.

8. Other Business

There was no other business.

9. Adjournment

Jim Borland made a motion to adjourn the meeting. Eric Reckentine seconded the motion.

The motion was unanimously approved, and the meeting was adjourned at 10:45 a.m.

Respectfully submitted,

Mark Kempton – Board Secretary, Soldier Canyon Water Treatment Authority

Approved by Authority Board

Chris Pletcher - Board Chairman, Soldier Canyon Water Treatment Authority

**Soldier Canyon Water Treatment Authority
Custom Transaction Detail Report**

February 2024

Date	Num	Name	Memo	Amount
Feb 24				
02/01/2024		Auto pε Silver Peaks Accounting	Feb. A/P - Monthly Fee	-1,000.00
02/08/2024	6549	Ayres Associates Inc	Jan. A/P - Munroe System Water Loss Study	-1,764.77
02/08/2024	6550	Ditesco	Jan. A/P - Overland Ponds	-815.00
02/08/2024	6551	Jackson Ditch Company	Jan. A/P - 2024 Assessments	-12,573.31
02/12/2024	6552	A-Z Safety Supply	Jan. A/P - Safety	-175.41
02/12/2024	6553	A.R.C. Incorporated	Feb. A/P - Cleaning Services	-538.03
02/12/2024	6554	Airgas	Nov. A/P - Breathing air	-391.92
02/12/2024	Auto pε	American Heritage Life Ins. Co.	Jan. A/P - Voluntary Ins.	-210.65
02/12/2024	6555	Anfeald LLC	Safety	-323.00
02/12/2024	pd onlir	Baker Tilly US, LLP	Jan. A/P - 2023 Audit	-7,500.00
02/12/2024	6556	Capital Business Systems	Jan. A/P - Lab & Shop Printer	-26.78
02/12/2024	6557	CEBT	Jan. A/P - Feb. Ins.	-25,733.64
02/12/2024	6558	CenturyLink2	Jan. A/P - Phones	-68.61
02/12/2024	6559	City of Fort Collins	Jan. A/P - PVP Munroe Turnout Screen & Sed Basin	-474,162.00
02/12/2024	6560	Colo Dept of Labor & Employment	Jan. A/P - Storage Tank Registration Fees 2024	-35.00
02/12/2024	6561	Colorado Analytical	Lab Samples	-501.00
02/12/2024	6562	Colorado Doorways	Jan. A/P - Door software upgrade	-1,750.00
02/12/2024	6563	Continental Supply	Jan. A/P - auto sup.	-23.97
02/12/2024	6564	Crescent Electric	Jan. A/P - Maint. Sup.	-346.18
02/12/2024	6565	Cummins Rocky Mountain Inc	Jan. A/P - R & R Generator set	-98,301.00
02/12/2024	6566	Employers Council Services, Inc.	Jan. A/P - Employment Posters	-56.11
02/12/2024	pd onlir	First National Bank	Safety, Education, Uniforms, Off. Sup., Maint Sup.	-4,191.68
02/12/2024	pd onlir	First National Bank Omaha	Jan.. A/P - Auto repair, license plate renewal & emis	-2,233.59
02/12/2024	6567	Fort Collins Connexion	Jan. A/P - Internet	-99.95
02/12/2024	6568	GE Digital LLC	Jan. A/P - iFix, iClient, iHistorian Renewal	-7,175.62
02/12/2024	6569	Grainger	Maint. Sup.	-2,029.58
02/12/2024	6570	Greystone Technology	IT Mgmt., Cloud Services, Server Replacement	-5,744.31
02/12/2024	6571	HACH Company	Lab Sup.	-2,549.10
02/12/2024	6572	Harcros Chemicals Inc	Jan. A/P - Soda Ash	-10,543.18

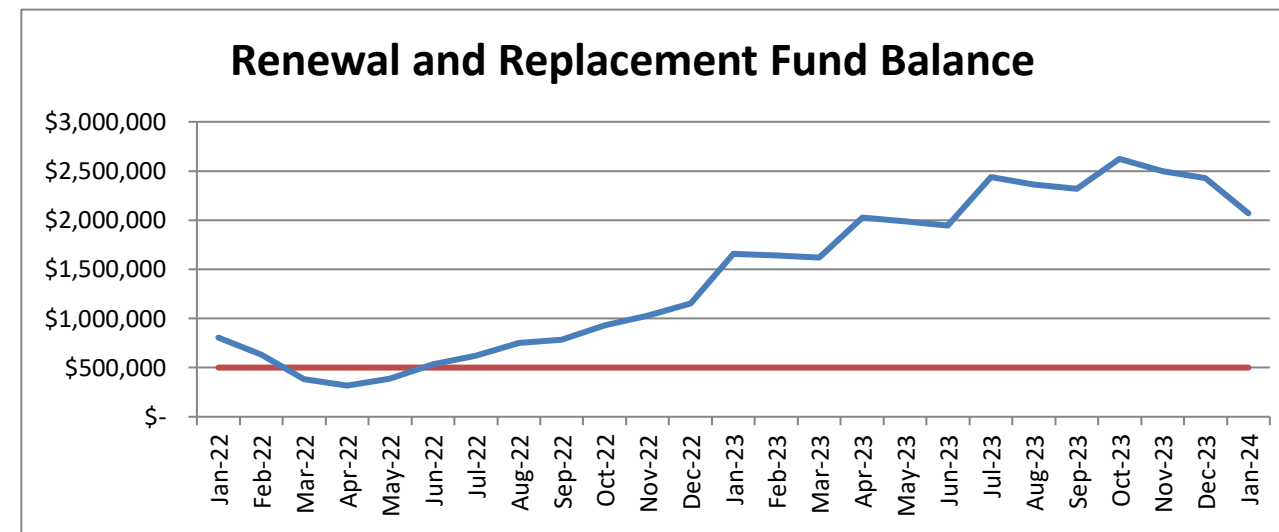
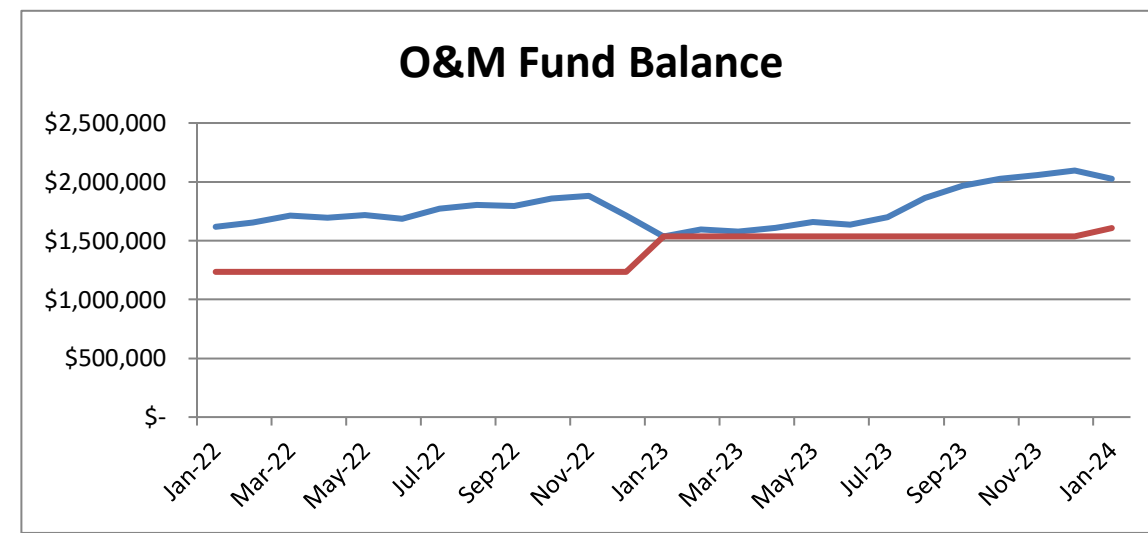
Soldier Canyon Water Treatment Authority Custom Transaction Detail Report

February 2024

Date	Num	Name	Memo	Amount
02/12/2024	6573	Jax Inc. Mercantile Company	Jan. A/P - Uniforms & Maint. Sup.	-595.02
02/12/2024	6574	Kelly Supply Company	Jan. A/P - Maint. Sup.	-408.20
02/12/2024	6575	Lakeside Mechanical Service, Inc.	Jan. A/P -heater repair	-140.00
02/12/2024	6576	Malvern Instruments	Jan. A/P - Zeta contract	-4,570.00
02/12/2024	6577	Mathias - F & C	Jan. A/P - Keys	-10.00
02/12/2024	6578	McMaster-Carr	Maint. Sup.	-552.56
02/12/2024	6579	ODP Business Solutions	Office Sup.	-296.78
02/12/2024	6580	ONEPOINTSYNC	Jan. A/P - Phones	-220.55
02/12/2024	pd onlir	Phillips 66 CO/SYNCB	Jan. - Fuel	-252.87
02/12/2024	6581	PVS DX, Inc.	Jan. A/P - chlorine	-9,021.60
02/12/2024	6582	Ryan Herco	Maint. Sup.	-155.33
02/12/2024	6583	Sam's Club	Jan. A/P - Membership Dues	-110.00
02/12/2024	pd onlir	Shell	Jan. A/P - Fuel	-296.78
02/12/2024	6584	Stantec Consulting, Inc.	Jan. A/P - R & R Plant Re-Rating	-2,204.25
02/12/2024	6585	The Eyes Have It	Jan. A/P - Safety glasses	-90.00
02/12/2024	6586	US Bank	Jan. A/P - Copier Lease	-583.95
02/12/2024	6587	US Standard Products	Safety Sup.	-2,742.32
02/12/2024	6588	VEOLIA WTS Analytical Instruments,	Jan. A/P - New TOC Analyzer Support	-5,804.00
02/12/2024	6589	Verizon Wireless	Jan. A/P - Cell phones	-457.61
02/12/2024	Auto pæ	Waste Management of No. Colo	Jan. A/P - Trash/Recycling	-740.84
02/12/2024	6590	Winlectric	Electrical Sup.	-5,970.38
02/12/2024	pd onlir	Xcel Energy	Utilities - Elec. & Gas	-9,129.81
02/20/2024	Auto pæ	BASIC Benefits	HRA Accts. Monthly fee	-52.93
02/26/2024	pd onlir	Home Depot	Feb. A/P - maint. supplies	-1,381.18
02/26/2024	pd onlir	Xcel Energy	Feb. A/P - Electric & Gas	-4,985.08
02/27/2024	6595	Hensel Phelps Construction Co.	R & R - Backup Generator/Filters 5 - 8	-696,786.50
Feb 24		Plant expenses that aren't normal monthly expenses		-1,408,421.93
		Chemicals		
		Renewal & Replacement		
		Water Resources		

	Months												YTD Total	Budget	% To Budget	
	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24				
Revenue Total	965,990	-	-	-	-	-	-	-	-	-	-	-	-	965,990	8,368,839	11.54%
<i>Fixed O&M Revenue Total</i>	409,778													409,778	4,917,339	8.33%
<i>Variable O&M Revenue Total</i>	65,363													65,363	1,509,512	4.33%
<i>Renewal and Replacement Revenue Total</i>	484,184													484,184	1,936,738	25.00%
<i>Misc./Interest Income</i>	6,665.00													6,665	5250	1.269524
Expenses Total	1,451,481	-	-	-	-	-	-	-	-	-	-	-	-	1,451,481	8,363,589	17.35%
<i>Fixed O&M Expenses</i>	577,238													577,238	4,917,339	11.74%
<i>Variable O&M Expenses</i>	28,695													28,695	1,509,512	1.90%
<i>Energy Expenses</i>	9,130													9,130	159,012	5.74%
<i>Chemical Expenses</i>	19,565													19,565	1,350,500	1.45%
<i>Renewal and Replacement Expenses</i>	845,548													845,548	1,936,738	43.66%

Reserves



Emergency Reserve Fund Balance end of Jan.
 Minimum Emergency Reserve Target
 +/- Target

2,027,594
1,606,713
420,881

2,068,187
500,000
1,568,187

Tri-Districts Monthly Flows (MGD)

February-24

HT 1st Reading	3/1/2024	20770572
HT 1st Reading	2/1/2024	20414994

Total 24-hour District Flows (MGD)

SCFP Influent Flows (MGD)

	ELC TOT	FCL TOT	NWC TOT	Dist Total Flow	SCFP Daily Peak Flow	HT Flow	PV Flow	Total Influent Flow
2/1/2024	2.041	3.182	6.277	11.500	14.480	12.574	0.000	12.574
2/2/2024	2.258	2.706	5.963	10.927	12.450	10.808	0.000	10.808
2/3/2024	2.082	2.877	5.594	10.553	14.690	10.332	0.000	10.332
2/4/2024	1.766	2.278	6.012	10.056	12.990	11.836	0.000	11.836
2/5/2024	2.199	3.289	5.861	11.349	12.760	11.092	0.000	11.092
2/6/2024	2.112	2.986	6.219	11.317	12.520	11.540	0.000	11.540
2/7/2024	1.666	3.720	6.019	11.405	14.720	12.316	0.000	12.316
2/8/2024	2.121	3.846	6.022	11.989	14.840	12.198	0.000	12.198
2/9/2024	2.180	3.737	5.946	11.863	15.090	12.448	0.000	12.448
2/10/2024	1.633	3.912	6.261	11.806	14.710	12.086	0.000	12.086
2/11/2024	2.235	3.672	5.853	11.760	14.520	12.492	0.000	12.492
2/12/2024	2.231	4.014	6.545	12.790	16.370	12.992	0.000	12.992
2/13/2024	1.893	3.565	5.747	11.205	14.930	12.504	0.000	12.504
2/14/2024	1.892	3.831	6.550	12.273	17.270	12.306	0.000	12.306
2/15/2024	2.298	4.011	5.724	12.033	14.960	12.646	0.000	12.646
2/16/2024	1.604	3.488	6.074	11.166	15.040	12.168	0.000	12.168
2/17/2024	2.133	3.784	5.468	11.385	14.890	11.524	0.000	11.524
2/18/2024	2.227	3.715	6.290	12.232	17.360	12.884	0.000	12.884
2/19/2024	2.273	4.415	6.831	13.519	17.850	12.878	0.000	12.878
2/20/2024	1.675	3.516	6.020	11.211	15.210	13.018	0.000	13.018
2/21/2024	2.181	4.156	6.130	12.467	14.990	12.280	0.000	12.280
2/22/2024	2.139	3.506	6.139	11.784	14.260	12.384	0.000	12.384
2/23/2024	1.629	3.852	6.125	11.606	14.990	12.486	0.000	12.486
2/24/2024	2.135	4.067	6.196	12.398	15.020	12.414	0.000	12.414
2/25/2024	2.344	4.390	6.392	13.126	16.540	13.294	0.000	13.294
2/26/2024	2.189	4.224	6.290	12.703	17.240	12.282	0.000	12.282
2/27/2024	1.659	3.097	5.910	10.666	18.400	13.076	0.000	13.076
2/28/2024	2.138	3.964	6.409	12.511	14.850	12.576	0.000	12.576
2/29/2024	2.256	3.777	5.841	11.874	14.770	12.144	0.000	12.144
Minimum	1.604	2.278	5.468	10.056	12.450	10.332	0.000	10.332
Maximum	2.344	4.415	6.831	13.519	18.400	13.294	0.000	13.294
Average	2.041	3.641	6.093	11.775	15.128	12.261	0.000	12.261
Metered Usage	59.189	105.577	176.708	341.474		355.578	0.000	355.578
% Used	17.33	30.92	51.75	100.00				
MG Difference	2.445	4.361	7.299	14.104		Influent-Effluent Difference (MG)		14.104
Total Usage	61.634	109.938	184.007	355.578		Influent-Effluent Difference (%)		3.97

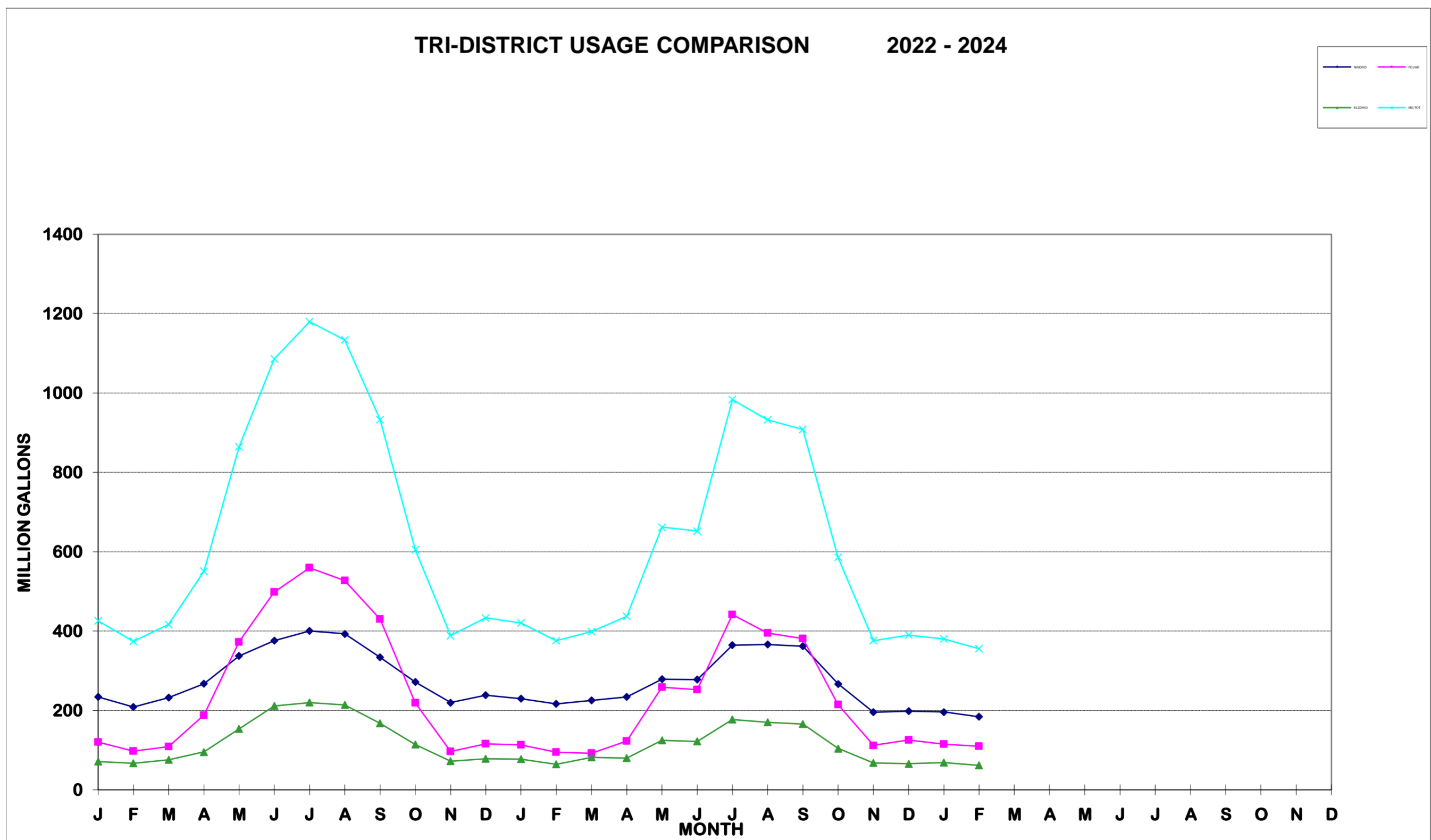
Soldier Canyon Water Treatment Authority - Treatment Capacity Share

District	Capacity Allocation (MGD)	Treatment Capacity Share (%)
ELCO	13.719	22.865 %
FCLWD	23.043	38.405 %
NWCWD	23.238	38.730 %
TOTAL	60.000	100.000 %

SOLDIER CANYON FILTER PLANT
3 YEAR COMPARITIVE USAGE
TRI-DISTRICTS
2022 - 2024

[3yruse2003.xls]

MONTH	NWCWD			FCLWD			ELCOWD			MO. TOTAL		
	2022	2023	2024	2022	2023	2024	2022	2023	2024	2022	2023	2024
JAN.	234.429	229.737	196.046	120.573	113.018	115.309	71.023	77.609	68.663	426.025	420.364	380.018
FEB.	209.077	216.632	184.007	97.666	95.005	109.938	67.231	64.464	61.634	373.974	376.101	355.579
MAR.	232.206	225.289		108.830	92.041		75.633	81.548		416.669	398.878	0.000
APR.	267.526	233.848		188.202	122.963		95.364	80.160		551.092	436.971	0.000
MAY	337.491	278.952		372.881	258.403		153.949	124.410		864.321	661.765	0.000
JUN.	375.998	277.756		498.690	252.339		211.301	121.959		1085.989	652.054	0.000
JUL.	400.401	364.832		559.459	441.348		219.816	177.254		1179.676	983.434	0.000
AUG.	392.969	366.326		527.105	395.514		213.667	170.571		1133.741	932.411	0.000
SEP.	334.021	361.829		430.478	381.019		167.893	165.541		932.392	908.389	0.000
OCT.	271.670	266.970		219.380	214.922		114.438	104.165		605.488	586.057	0.000
NOV.	219.703	195.702		96.875	112.003		72.121	68.163		388.699	375.868	0.000
DEC.	238.439	198.292		116.273	125.647		78.550	65.667		433.262	389.606	0.000
YR.TOT.	3513.930	3216.165	380.053	3336.412	2604.222	225.247	1540.986	1301.511	130.297	8391.328	7121.898	735.597



Soldier Canyon Water Treatment Authority

Soldier Canyon Water Treatment Authority Board Meeting – Plant Manager’s Update

Thursday, March 14, 2024

- Backup Generator project:
 - Electrical shutdown on Wednesday March 27th – Plant will produce water and run on the backup generator. Use Fort Collins as a contingency supply.
 - 2nd complete shutdown in April – no water production. Will coordinate with Fort Collins to supply water.
 - Both shutdowns will last 2 to 4 hours.
- Filters 5-8:
 - Air piping and filter to waste piping 90% complete in the basement – just waiting on valves.
 - Xylem on site to work on underdrain connections.
 - Filter underdrain testing April 8th with media installation after acceptance.
 - Anticipate \$100k budget underspend. Compiling list of small projects to work on.
- HDR – 20-Year Master Plan:
 - Delivered draft Water Quality Regulations Memo and final Levels of Service Memo.
 - Project on hold - awaiting future demand data from all Districts.
- Stantec – 68 MGD Plant Rerating project.
 - Met with staff on March 5th to address questions and comments on draft report.
 - Submittal to CDPHE in early March.
- Norther Water/PVP Annual Meeting Updates.
 - PVP gate – cannot fix leaking gate – Northern Water will install a permanent pump to drain out the box – call Northern to dewater in the interim
 - Northern Water to inspect the PVP south of Greeley turnout April 1st through 3rd. We will likely come on Thursday April 4th. Good News - very little sediment in the PVP under the Poudre River this winter.

Soldier Canyon Water Treatment Authority

- Northern also needs to exercise the Bureau owned large HT outlet valve, probably in April. Takes about 4 hours.
- Northern Water Board – March meeting – updating allottee name to Soldier Canyon Water Treatment Authority and agreement to allow us to operate the large gate via SCADA.
- New HT Outlet – Northern studying funding sources for the project to present to their Board.
- Asked Northern to look into installing a low flow gate at the Munroe for shoulder month water deliveries. May be able to combine with a potential fish bypass?
- 2024 PVP Enterprise costs expected to be similar to 2023.
- Upcoming capital projects include cathodic protection rehab. Approx. \$200k total.
- Employee Handbook revisions currently under review by the Employers Council attorney.
- Staffing
 - Hiring a vacant Maintenance Mechanic position – fully staffed when hired.
 - Advertising for Interns through Poudre School District Career Program.

SOLDIER CANYON WATER TREATMENT AUTHORITY

To: Soldier Canyon Water Treatment Authority Board

From: Mark Kempton, P.E., CWP

cc: n/a

Date: March 14, 2024

Re: Updates to the Authority Bylaws and Financial Policies to reflect a revised Budget submission date.

On January 11th, 2024, the Soldier Canyon Water Treatment Authority Board adopted Administrative Resolution 2024-01 that set the submission date for the draft annual proposed budget to August 15th of each year. To align with the revised submission date, the 1 - Authority Bylaws and the 2 - Authority Financial Policies are revised below to reflect the new date.

SOLDIER CANYON WATER TREATMENT AUTHORITY BYLAWS

SECTION 1. AUTHORITY. The Soldier Canyon Water Treatment Authority (“Authority”) is a separate legal entity with those powers which are specifically authorized by, and in compliance with applicable provisions of the Colorado Constitution and Colorado Revised Statutes, and the Soldier Canyon Water Treatment Authority Creation Agreement (“Agreement”) effective as of February 1, 2017 between East Larimer County Water District, Fort Collins Loveland Water District and North Weld County Water District (individually “District” and collectively “Districts”).

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 (“Board”) of the Authority, consistent with the availability of revenues, personnel and equipment, to use its best efforts to provide the quality services as authorized under the Agreement and by law.

SECTION 4. BOARD OF DIRECTORS. 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 the 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, other than the statutory audit, covering each year's fiscal activities; and such reports shall be available for inspection by the public, as requested.

SECTION 5. OFFICE.

- a. **Business Office.** The principal business office of Authority shall be at the office of the treatment facility at 4424 LaPorte Avenue, Fort Collins, Colorado.
- 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 on the **second** Thursday of each month at **10:00** a.m., and held at the business office, unless otherwise noticed and posted.
- b. **Meeting 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 or more Directors are expected to be in attendance for discussion of Authority business, either in person, telephonically, or electronically.
- c. **Notice of Meetings.** Section 6.a. shall constitute formal notice of regular meetings to Board members, and no other notice shall be required to be given to the Board, other than the permanent posting. Written waivers of notice by Board members are not necessary.
- d. **Special Meetings.** Special meetings of the Board may be called by any two members of the Board. Except as otherwise required by law, notice of such special meeting shall be given personally, by facsimile, by e-mail, or by mail, at least three days prior to the special meeting. If mailed, such notice shall be deemed to be delivered three (3) days following deposit in the United States mail, addressed to the Director at the Director's address as it appears on the records of the Authority, with first-class postage thereon prepaid.
- e. **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 (2/3rd) 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.
- f. 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, except as required by law. At the continued meeting, any business may be transacted which could have been transacted at the original meeting.
- g. Emergency Meetings. Notwithstanding any other provisions in this Section 6, emergency meetings may be called by the Chair or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety and welfare of the property owners and residents of the Authority, without notice if notice is not practicable. 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 and welfare 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.

- h. Email Meetings.** Section 24-6-402, C.R.S., requires that certain e-mail between three (3) Directors that discusses pending resolutions or other Authority business shall be considered a public meeting subject to the requirement of the Colorado Open Meetings Law. Prior to discussion of such matters by email the Secretary to the Board shall post a public notice of an ongoing email meeting among Board members subject to the Colorado Open Meetings Law. Such notice shall inform members of the public of the ability to attend such email meeting by having their names added to the distribution list. The public notice of the ongoing email meeting shall provide the general topics of discussion and shall be updated as new topics become the subject of email correspondence subject to the Colorado Open Meetings Law among Board members. To facilitate attendance by the public, the Secretary to the Board shall keep a distribution list of all persons wishing to attend such email meetings. The Secretary to the Board shall keep a printed copy of all emails among Board members that is subject to the provisions of the Colorado Open Meetings Law, which shall be available for public review and forwarded to persons on the email distribution list. Notwithstanding the foregoing, no policy, position, resolution, rule, or regulation shall be approved, or formal action shall be taken via email. Any correspondence between Board members in the form of email may be a public record under the Public Records law and may be subject to public inspection under Section 24-72-203, C.R.S.
- i. Telephonic 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 of the Directors shall be in attendance

in person, telephonically, or electronically, except as provided in Section 6.h. above and Section 7.b. A quorum requires at least one Director from each Party, and not less than a simple majority of the Directors.

- b. Vote Requirements.** Any action of the Board shall require the affirmative vote of a majority of the Directors in attendance and voting. In the absence or unavailability of a Director, such director's alternate shall be entitled to one vote. When special or emergency circumstances affecting the affairs of the Authority and the health and safety of Authority residents so dictate, then those Directors available at the time may undertake whatever action is considered necessary and may so instruct the Authority's employees, agents and contractors. Such actions shall later be ratified by the Board.
- c. Electronic Signatures.** In the event the signature(s) of one or more members 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 the Authority's consent or authorization to bind the 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 order as approved by the Board, and the agenda for such meetings shall describe in as much detail as is possible the topics planned for discussion within each category.
- e. Public Conduct at Meetings.** Comments by members of the public shall be made only during the "Public Comment" portion of the meeting and shall be limited to three minutes per individual and five 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 the responsible person(s) from the meeting and/or criminal charges filed against such person(s). To the extent

such occurrences arise and the person(s) responsible refuse 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 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. Minutes of regular sessions shall be available for public review as soon as practicable following acceptance of the minutes by adoption of a motion therefore by 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.

SECTION 8. DIRECTORS, OFFICERS AND PERSONNEL.

- a. **Director Qualifications and Terms.** The governing body of each District shall appoint two Directors to the Board of Directors and one or more alternate Directors. The District's Chief Executive Officer, whether designate by the title Manager of otherwise, shall at all times be one of the two Directors appointed by each District. Except for the District's Chief Executive Officer, all Directors shall be a member of the govern body of that District. An alternative Director appointed to serve in the absence of the District's Chief Executive Officer may be another employee of the District; otherwise, all alternative Directors shall be members of the governing body of the District. Except for the Party's Chief Executive Officer, each Director and alternate Director appointed by a District shall serve at the pleasure of the governing body of the District by whom the Director or alternate Director is appointed, and need be a member of the governing body of the appointing District. If the governing body of a District fails to appoint either or both of its Directors or any alternate Directors, in order, the Chief Executive Officer, Chair, Vice-Chair, Secretary and Treasurer of the District's governing body shall be deemed the appointed Directors and alternate Directors of that District. Each District shall provide the Authority a written resolution designating the

appointment of its Directors and alternates to the Authority Board of Directors.

- 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 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 on 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 (s)he 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 are:
1. One or more officers or employees of the Authority whom the Director reasonably believes to be reliable and competent in the matters presented;
 2. 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 the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.
- c. Oath of Office.** Each member of the Board, before assuming the responsibilities of his or 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, Vice-Chair, Secretary, Treasurer and such other officers and assistant officers as may be authorized by the Board of directors. The Chair, Vice-Chair and Treasurer shall be members of the Board of Directors who are Chief Executive Officers of the Parties. The Chair, Vice-Chair and Treasurer shall serve two-year terms. As of January 1, 2018, the officers shall be as follows: Chair- Fort Collins-Loveland Chief Executive Officer, Vice-Chair

- East Larimer County Water District Chief Executive Officer, Treasurer-North Weld County Water District Chief Executive Officer. On January 1, 2020, and January 1 of each even year thereafter the Vice-Chair shall become the Chair, the Treasurer shall become the Vice- Chair, and the Chair shall become the Treasurer.

- e. **Vacancies.** A vacancy on the Board of Directors shall be filled in the same manner as appointment of a Director, as hereinabove provided.
- f. **Resignation and Removal.** Directors may be removed from office by the governing body of the appointing District. 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.** The Chair shall be a member of the Board of Directors and preside at all meetings. The Chair is authorized to sign all contracts, deeds, notes, debentures, warrants and other instruments on behalf of the Authority.
- h. **Vice-Chair.** The Vice-Chair shall be a member of the Board of Directors and, in the absence of the Chair or in the event of his or her inability or refusal to act, shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.
- i. **Secretary.** The Secretary need not be a member of the Board of Directors and shall maintain the official records of the Authority, including this Agreement, bylaws, rules and regulations established by the Board of Directors, minutes of the meetings of the Board of Directors, and a register of the names and addresses of the Directors, alternates and officers, and shall issue notice of meetings, attest and affix the corporate seal to all documents of the Authority.
- j. **Treasurer.** The Treasurer shall be a member of the Board of Directors and 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. The accounting function shall be provided by Authority personnel, or an independent contractor under the supervision of the Manager and Treasurer, and shall be reviewed at least quarterly by the Board of Directors.
- k. **Vice Presidents and Assistant Secretaries and/or Treasurers.** All other members of the Board of Directors not appointed as President, Vice President, Secretary or Treasurer are appointed as Vice Presidents and Assistant Secretaries and/or Assistant Treasurers, and shall have all powers of the offices of President, Secretary and/or Treasurer, as applicable, in the absence of such officers. In the event that dual signatures of Authority

officers are required on any instrument, then two (2) different officers shall sign such instrument.

- l. Recording Secretary.** A separate recording secretary, who need not be a member of the Board of Directors and records custodian may be appointed by the Board of Directors for taking or assisting with taking and preparing meeting minutes in a visual text format that may be transmitted electronically, which shall be the official record of the Board, and keeping and maintaining the official records of the Authority.
- m. 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 the Bylaws or rules and regulations of the Authority, by law, or by special exigencies, which shall later be ratified by the Board.
- n. 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 as the Board may designate. The Board may delegate such powers and duties to the manager or administrator as it deems appropriate.
- o. Personnel Selection and Tenure.** The selection of agents, employees, engineers, accountants, special consultants and attorneys of the Authority will be based upon the relative qualifications and capabilities of the applicants and shall not be based on political services or affiliations. Agents and employees 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 on 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 1st of each year and end on December 31st.
- b. **Budget Committee.** There shall be a permanent Budget Committee composed of the Treasurer, a member of the Board appointed by the President, and the manager, which shall be responsible for preparation of the annual budget of the Authority and such other matters as may be assigned to it by the President or the Board.
- c. **Budget.** On or before August 15th 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. It 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 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. 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.

- f. **Filing of Budget.** On or before January 30th 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 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 a contingent fund to be used in cases of emergency or 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 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 two thirds (2/3rd) 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.
 3. If there is unexpended or uncommitted money in accounts or 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.

j. Annual Audit.

1. The Board shall cause an annual audit to be made at the end of each fiscal year of all financial affairs of the Authority through December 31st of such fiscal year. In all events, 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 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 other member of the Board appointed by the 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 requirement, the Board may file for an application from exemption from audit if the statutory criteria are met.

SECTION 10. EMAIL SYSTEM USE AND MONITORING.

- a. **Authority Systems.** The Authority maintains an email system which is a business tool owned and paid for by the Authority for use by employees of the Authority and the Board. The email system is designed to facilitate the Authority's business transactions and is limited to communications solely related to Authority business-related subjects. The email system is not to be used for communications of a personal, private, or non-business matter or nature.
- b. **Private Systems.** Directors shall use the Authority's email system for sending and receiving all email related to Authority business and affairs. The Authority shall provide no support to Directors who use private email systems to conduct or discuss Authority business and shall not reimburse any costs associated with such use of private email systems, including damage to hardware or software resulting from Authority-related email sent or received by private email systems. Use of private email systems may subject such systems and related computers and hardware to discovery orders, seizure, search, and inspection in the event of litigation and public records requests.
- c. **Monitoring.** The Authority may periodically monitor, audit, and review email messages sent and received over the Authority's email system at any time. The use of authorization passwords by Directors should not be construed as creating a private communication medium. All computer passwords must be divulged to the system administrator and the use of unauthorized or undisclosed passwords is strictly prohibited. Directors shall not attempt to access any system to which they are not authorized. The email system should not be used to solicit outside business ventures or political, religious, or other personal causes. All messages on the email system can be traced to their author even after they are "deleted." Additionally, correspondence in the form of email may be a public record under the public records law and may be subject to public inspection under Section 24- 72-203, C.R.S. Abusive or inappropriate email sent over the Authority's system may also be governed by the appropriate ethics policies of the Authority. By using the Authority's email system, Directors expressly consent to the Authority's monitoring policy, agree to comply with all limitations on the use of the email system, and understand that the email system is not a private communication medium.

SECTION 11. CORPORATE SEAL. The seal of the Authority shall be a circle containing the name of the Authority and shall be used on all documents and in such 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 safe keeping and care.

SECTION 12. DISCLOSURE OF CONFLICT OF INTEREST. A potential conflict of interest of any Director shall be disclosed in accordance with State law, particularly Article 18 of Title 24, C.R.S., and Sections 32-1-902(3) and 18-8-308, C.R.S.

SECTION 13. COMPENSATION. Directors shall receive as compensation for the Director's service to the Authority, the amount set by Section 32-1-902, C.R.S., as such statute may be amended from time to time. The Board of Directors shall also provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of the Authority.

SECTION 14. INDEMNIFICATION OF DIRECTORS AND EMPLOYEES. The Authority shall defend, hold harmless and indemnify any Director, officer, agent, or employee, 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 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, 24-10-101, et seq., C.R.S.

SECTION 15. BIDDING AND CONTRACTING PROCEDURES. Except in cases in which the Authority will receive aid from a government agency, a notice shall be published for bids on all construction contracts for work or material, or both, involving an expense of \$60,000 or more of Authority funds. The Board may reject any and all bids, and if it appears that the Authority can perform the work or secure material for less than the lowest bid, it may proceed to do so in accordance with law. Notwithstanding the foregoing, the Authority may award an integrated project delivery contract pursuant to § 32-1-1801, *et seq.*, C.R.S. upon (i) the determination of the Board that integrated project delivery represents a timely or cost-effective alternative for a project; (ii) publication of a request for qualifications and/or request for proposals; and (iii) compliance with Part 18 of Article 1, Title 32, C.R.S. All other statutory requirements relating to performance bonds, retainage, and similar matters shall also be complied with.

SECTION 16. 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.

SECTION 17. 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 18. 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 14th day of March 2024.

SOLDIER CANYON WATER TREATMENT
AUTHORITY

By

Chris Pletcher, Chairman

Attest:

Mark Kempton, Secretary

Soldier Canyon Water Authority Financial Policies

Revised March 2024

I. Financial Planning Policies

INTRODUCTION

A five-year long-range plan (LRP) that estimates revenue and expenditure activity in the Authority is necessary to support the Board in decisions it makes regarding Authority services. Financial planning should be designed to ensure the delivery of needed services as defined by the Soldier Canyon Water Treatment Authority Creation Agreement.

POLICIES

The financial planning and subsequent budgeting for all funds shall be based on the following policies:

1. Include contingencies - Expenditure estimates should anticipate contingencies that are foreseeable.
2. Include renewal and replacement plan (RRP) on LRPs - The ten-year RRP will include equipment, major maintenance projects and associated expenses less than \$100,000 budgeted within the Operations and Maintenance Fund. Major renovation or maintenance projects greater than \$100,000 will be identified on long-range plans and budgeted in the Renewal & Replacement Fund.
3. Regular status reports - The Staff will update the LRP and RRP when any significant change is anticipated. The Staff may distribute the LRP and/or RRP to the Board at any time to inform the Board. The LRP and RRP will be submitted to the Board for review at least twice a year. The first update will follow the closing of the year and will include a final comparison of actual to budget for the completed year. The second report will be presented before the presentation of the annual budget and will include an update on the current budget and estimates.
4. Rate structure - The LRP and RRP must disclose revenue assumptions including rate structures and all projections related to usage and flow.
5. Staffing - The LRP and RRP will identify staffing levels including justification for any changes.

6. Expenditures - The LRP and RRP will include expenditures based on the service levels / policies and workload indicators (population, strategy, etc.) approved by the Board.

7. Reserves - The LRP and RRP will include reserves for operations and capital consistent with the target reserves noted in Section 6 of the Budget Policies. The LRP and RRP will also include provisions for debt service coverage as established in the Financial Policies and / or as required to issue bonds, if applicable.

II. Budget Policies

INTRODUCTION

The Staff is responsible for preparing, managing, and reporting on the Authority's annual budget. This function is in compliance with the Soldier Canyon Water Treatment Authority Creation Agreement and direction of the Board.

A. GENERAL BUDGET POLICIES

The annual budget will be administered based on the following policies:

1. The Fiscal Year - The fiscal year of the Authority is the calendar year, January 1st through December 31st. The Authority shall adopt budgets for a term of one fiscal year. The Authority Manager shall prepare and submit the proposed draft annual budget for the upcoming year to the Authority Board on or before the 15th of **August** of each year. The final proposed annual budget shall be submitted to the Board for approval on or before the 15th of September of each year.
2. Present a balanced budget to the Board - The Authority Budget will be prepared and adopted utilizing a Gross Revenues Fund, into which it shall deposit all moneys from the operation of the Authority System, an Operation and Maintenance Fund, and a Debt Service Fund as required by the Authority Creation Agreement, a Capital Fund, and such other funds as may be established from time to time by the Board of Directors. Annually, for each fund all current expenditures shall be paid for utilizing existing revenues, reserve funds, and in the case of the Capital or Debt fund, debt proceeds. The Authority

Soldier Canyon Water Authority Financial Policies

will budget to pay for all reoccurring operations and maintenance expenses and debt service from current revenues, while building reserve funds to pay for anticipated periodic costs and unanticipated expenses, and capital expenses not paid for with debt proceeds. The Authority will avoid budgetary procedures that balance current expenditures at the expense of meeting future years' expenses, such as postponing maintenance and other expenditures, or accruing future years' revenues. The exceptions to this policy would be planned equipment purchases, operating maintenance and capital projects based on accumulated funding over the years.

3. Promote investment in our future - The Authority staff, wherever possible, will take a long-term view of investments (people and resources) and emphasize quality operations which encourage productivity for today and the future.

4. Renewal and replacement plan - The budget will provide adequate maintenance of capital plant and equipment and for their orderly replacement.

5. Employee programs - The Authority recognizes that employees are the most valuable asset of the organization and commits to fund this resource appropriately including adequate funding for all retirement systems, benefit packages and employee incentive programs including training, as determined by the Board of Directors.

6. Fund Reserves - Cash reserve policies directly relate to fund accounting. Fund accounting is used as a control device to segregate financial resources and ensure that the segregated resources are used for their intended purposes. Target reserves are established based on the type of Fund.

- a. Operation and Maintenance Fund - Operation and Maintenance Fund reserves shall be based upon potential operating risks of the Operation and Maintenance Fund. Operating reserves allow for the efficient management of cash flow and the opportunity to address unforeseen service needs or fund one-time opportunities during the year. The target reserve is 3 months of operating costs of

the Operation and Maintenance Fund's prior year expenditures, but at least \$738,491 as required in the Soldier Canyon Water Treatment Authority Creation Agreement.

If the Operation and Maintenance Fund reserves are utilized, the Authority will take measures necessary to replenish its balance to the minimum level described within one year following the year in which it was used. The plan to restore the reserves shall be included in the RRP and LRP.

In the spring, following a year in which revenues exceed expenditures by an amount that exceeds the amount projected in the final budget for the year, staff will provide recommendations for one-time uses of the unanticipated fund balance. Examples of potential uses include, but are not limited to: capital project construction, deferred facility or other infrastructure maintenance, one-time or temporary operational programs, or retention of the amount as Operation and Maintenance Fund reserves, or transfer of the amount to the Capital Plant Expansion Fund or the Debt Service Fund. Any transfer from the Operations and Maintenance Fund to the Capital Plant Expansion Fund must recognize the proportionate share of each District as outlined in the current rate study.

- b. Capital Plant Expansion Fund - Capital Plant Expansion Fund reserves are established based on the budgeting methodology. Fund budgets for the next fiscal year are based on the estimated current year's ending cash balance plus transfers into the Capital Plant Expansion Fund from the Debt Service Fund, less Capital Plant Expansion Fund expenditures for the budget year. Capital projects may include a contingency for unexpected expenditures.
- c. Renewal and Replacement Fund - Renewal and Replacement Fund emergency reserves will not be lower than \$500,000. Fund budgets for the next fiscal year are based on the estimated current year's ending cash balance plus

Soldier Canyon Water Authority Financial Policies

transfers into the fund from other funds, less Renewal and Replacement Fund expenditures for the budget year. Budgeted projects may include a contingency for unexpected expenditures.

- d. Debt service fund reserves are based on required debt reserves established when debt is issued.

B. BUDGET PREPARATION

Each year the Staff will prepare the annual budget following these policies:

1. Board direction as goals - It is the responsibility of the Staff to prepare an annual budget to implement policy and accomplish the goals identified. Staff will identify the impact on the budget, including alternatives, when new service levels are approved by the Board.
2. Budget schedule - Compliance with state statute requires the draft budget to be presented to the Board annually by October 15th of each year, however it is the Authority's policy that the draft budget will be provided by staff to the board by August 15th of each year with a final budget presented by September 15th of the same year.
3. Revenue policies - The annual budget process is based on the initial revenue projections. Revenue projections will include rate review, annual inflation increases and usage estimates.
4. Recover cost of providing services - Authority operations will be run on a basis devoted to recovering the cost of providing the service by a user fee or charge.
5. Expenditure policies - Expenditure budget preparation begins with existing staff including any appropriate adjustments for merit-based pay increases and increased cost of benefits. Salary ranges and benefit packages should be periodically reviewed with front range communities/employers.

Supplies and services should be constantly reviewed for efficiency and effectiveness and eliminating

outdated programs. The Operations and Maintenance Fund budget should include renewal and replacement to provide for the most effective delivery of services.

Debt is funded per required schedules, including reserves.

Capital is budgeted based on priorities, available funding, and estimated fund balances.

6. Authority Manager budget review - The Authority Manager will review the details of each Department's proposed budget for efficiency and compliance with Board direction. Department Supervisors may include supplemental budget requests in the annual budget request to the Authority Manager and ultimately the Board.

7. State, Soldier Canyon Water Treatment Authority Creation Agreement, and other requirements - The Authority will adopt the budget in accordance with State law, Soldier Canyon Water Treatment Authority Creation Agreement, and other requirements.

C. BUDGET MANAGEMENT

Board approval of the annual budget and appropriations establishes annual budget expenditure authorization by Fund. Authority for Departments to expend money within the limits approved by the Board is essential for efficient management of the Authority. Departments will not exceed the approved budget and appropriations without the prior approval of the Authority Board. All expenditures must also comply with the procurement policy set forth in Section V. The budget will be managed based on the following policies:

1. Purchasing and accounting system - The Authority will maintain a system for monitoring the budget during the fiscal year. Adequate tools must be available to assist staff in managing the budget. The budget system will provide for budget approval before any expenditure is committed by Authority staff. This system shall also provide reports and query systems which will be used by the staff to prepare Board reports.

Soldier Canyon Water Authority Financial Policies

2. Board reports - Staff will prepare monthly reports for Board review. Additional reports will be presented in coordination with the annual budget process and financial audit. The Board report will include information on revenues and expenditures, comparing actual to budget. The report shall follow the same format as the budget approval.

3. Board approval - The Board will approve the total of expenditures from each Fund including transfers in and out, and expenditures pursuant to the procurement policy set forth in Section V.

4. Amending the approved budget - The staff may submit requests to the Authority Manager to amend the approved budget during the year. Additional requests will be made only after the staff has determined that no savings exists that can be transferred. The Authority Manager will prepare appropriation resolutions officially amending the budget. Departments may expend funds only in compliance with the procurement policy set forth in Section V, and only after Board approval of resolutions setting forth the budget and appropriations.

a. Transfers of existing budget - The Authority Manager or his/her designee may approve transfer of budget between categories and departments within a Fund. The Board must approve budget transfers between Funds in the form of a resolution.

b. Transfers between categories and programs - Department Supervisors may request Authority Manager approval to transfer budget between categories (payroll & supplies & services) within a Department. The Manager will review requests to ensure compliance with the goals and objectives of the annual budget as approved by the Authority Board.

5. Budget savings - During the budget year, some expenditure savings can be realized by Departments. The Authority Manager may allow transfers of savings to fund other identified needs within the department.

III. Accounting, Auditing, & Financial Reporting Policies

INTRODUCTION

The Authority will maintain a system of financial management, control and reporting for all operations, departments, and funds. This will ensure that the overall Authority goals and objectives will be met and will instill confidence in users that the Authority is well managed and fiscally sound.

POLICIES

The Accounting, Auditing and Financial Reporting systems for the Authority will be based on the following polices:

1. Generally Accepted Accounting Principles (GAAP) - The Authority will maintain its accounting records and report on its financial condition and results of operations in accordance with State and Federal law and regulations, and GAAP.

2. Independent audit - An independent firm of certified public accountants will annually perform a financial and compliance audit of the Authority's financial statements as required by state statute.

3. Accounting internal controls - The Authority will maintain an internal control structure consisting of three elements:

a. Control environment - Consisting of an "overall attitude and awareness of actions" as they influence the Authority. The management and staff shall consider all the financial implications of decisions, both current and long term.

b. Accounting system - An effective accounting system will result in the 1) identification and recording of all valid transactions, 2) description on a timely basis of the type of transaction in sufficient detail to permit proper classification of the transaction for reporting purposes, 3) recording of the transaction in the correct time period, and 4) proper presentation of all transactions and related disclosures in the financial statements.

Soldier Canyon Water Authority Financial Policies

- c. Control procedures - Consists of 1) proper authorization of transactions and activities, 2) adequate segregation of duties, 3) adequate documents and records, 4) adequate safeguards regarding access and use of assets and records, and 5) independent checks on performance.
- d. Reserves - Size and purpose of required reserves. Required reserves will be based on operating needs or debt needs and prudent management requirements.

4. TABOR Status - Under the Authority Creation Agreement and through action of the Board of Directors, water activities of the Authority are operated as a government-owned business of the Authority and as a water activity enterprise in conformance with Colorado law, and, therefore, exempt from the provisions of the Colorado Taxpayer Bill of Rights (TABOR). All revenues of the Authority are deposited initially into the Water Activity Enterprise Fund, from which all moneys of the Authority are annually appropriated to other funds of the Authority for expenditure.

A. ACCOUNTING STRUCTURE

All Authority funds and operations must work to achieve the Authority's mission and goals.

1. Number of funds - The Authority will utilize the Funds specified by the Authority Creation Agreement and such other funds as established by the Board of Directors from time to time. The Authority will minimize the number of funds, Departments, programs, and account codes. The funds will be categorized by standard GAAP functional classifications. The development of new funds, Departments, programs, and accounts will be approved by the Authority Manager.

2. Statement of purpose - Each fund in the Authority will have a Statement of Purpose which consists of:

- a. Intent - Purpose(s) of the fund.
- b. Revenue restrictions - Source(s) of revenues to the fund and descriptions of restriction.
- c. Contingency - Size and use of contingency, if any. Contingency levels shall be based on the

B. FINANCIAL REPORTING

1. Financial reports will provide direction and guidance in several areas:

a. Budgetary comparisons - Comparing actual financial results with the legally adopted budget.

b. Financial condition and results of operations - Assessing the changes in fund balances as a result of operations.

c. Compliance - Assisting in determining compliance with finance-related laws, rules, and regulations.

d. Efficiency and effectiveness - Assisting in evaluating management and staff in efficiency and effectiveness.

e. Manager reports - Staff will prepare reports at the end of each month identifying the difference between actual and budget for revenues and expenditures by fund. This requirement is also included in the Budget Policies. Reports will identify the current and projected variance in budget as well as progress on performance measures. These reports will be presented to the Authority Manager and may be included in the monthly Board updates.

2. Review for efficiency and effectiveness - The Authority will continually review the efficiency and effectiveness of its services to reduce costs and improve service quality. This will include a review of all existing administrative procedures and software to eliminate exception-based procedures, policies

Soldier Canyon Water Authority Financial Policies

implemented to avoid compliance, special interest projects or programs that benefit less than the majority.

3. Year-end accruals - Other than as required by Generally Accepted Accounting Principles, the Authority will not increase accruals and non-cash enhancements to revenues in order to influence fund balances at year end.

C. CHECK CONTROLS

The Authority will follow these policies related to check controls and the signing of checks:

1. Payment discounts - The Authority will take advantage of payment discounts to reduce expenditures when the rate offered is deemed favorable compared to the rate of investment income the Authority is earning on cash.

2. Invoice control - All invoices shall be mailed or emailed directly to the Authority Manager's Administrative Assistant and the vendor will reference an approved purchase order number, if required.

3. Check preparation - No check will be prepared for approval if not in compliance with the procurement procedures and adequate budget unless specifically identified in these policies.

4. Check requirements - In most cases the staff will be required to complete the following steps to obtain a check:

- a. Budget - Adequate budget must exist before staff considers a purchase.
- b. Invoices - Invoices are directed first to the Authority Manager's Administrative Assistant for entry into the accounting system for cash flow and cash discount reviews.
- c. Department approval - After entry by the Authority Manager's Administrative Assistant, invoices are approved by the

applicable Departments that the items or services received were acceptable.

5. Contracts - Major purchases may require following the procurement procedure at section V which may include Board approval of the contract before the purchase is committed to.

6. Check signing authority - The Authority Manager is authorized to sign checks up to \$10,000. Checks exceeding \$10,000 will require a second signature by an authorized member of the Board.

7. Check register - The Authority Manager reviews the check register.

8. Distribute checks - Checks will be mailed following approval. Finance staff will distribute to the Board the disbursement register on a monthly basis.

IV. Revenue Policies

INTRODUCTION

The Authority must be sensitive to the balance between the need for services and the Authority's ability to raise fees and charges to support Authority services.

POLICIES

Revenues and rates in the LRP and annual budget will be based on the following policies:

1. Enterprise funds recover costs - The Authority will set fees, user charges and other revenues for each enterprise fund at a level that supports the total direct and indirect cost of the activity including operating costs, system expansion, and major maintenance. Indirect costs include the cost of annual replacement needs due to depreciation of capital assets.

V. Procurement Policies

INTRODUCTION

The Authority will develop and maintain a system of procedures and controls over the procurement cycle. This will ensure that overall Authority goals and objectives will be met and will instill confidence in residents that public funds are spent prudently.

Soldier Canyon Water Authority Financial Policies

POLICIES

The Authority shall follow these procurement policies:

1. Procurement Procedure - The following policies will provide guidelines for all procurement:

- a. Local preference - When all other factors are the same the Authority encourages staff to purchase locally, provided the cost is within 10% of other bids on items up to \$25,000. Factors may include quality of product, quality of service, delivery, maintenance, and other issues which may be relevant. The Authority acknowledges that when purchasing items with federal funding, consideration of local preference cannot be given.
- b. Recycle - The Authority encourages recycling and environmental concerns. When all other factors are the same the Authority encourages staff to purchase recycled products provided the cost is within 10% of other bids on items up to \$10,000.
- c. Purchasing Limits - The following purchasing limits are established:

<u>Purchasing Limits</u>	
<u>Amount</u>	<u>Approval</u>
\$0 - \$10,000	Authority Manager
\$10,000.01 - \$59,999	Authority Manager + Request 3 written quotes
\$60,000 and up	Authority Manager + RFP and/or RFQ (competitively bid) + Authority Board approval

Purchases shall not be broken up into separate contracts to avoid these limits. Any purchase for the same or similar goods or services within the same year will be presumed to be a single purchase unless approved by the authority which has approval authority of the aggregate amount.

- d. Bids - The Authority recognizes the need to use outside sources for constructing Capital

Projects (vendors & contractors) and for providing services for day-to-day operations and maintenance. The Authority requires staff to solicit bids for any purchase of goods or services over \$60K per engagement or annually. This requirement may be waived by the Authority Board for ongoing supply or service contracts where past experience related directly to the Authority is a compelling reason to continue a supply or service contract from year to year. Selection of vendors or contractors may be based on past experience with the Authority, knowledge of the Authority and region, philosophy of the nature of the job, availability of time, quality of product, quality of service and material, maintenance, warranties, price and such other criteria as deemed appropriate for a particular public project.

- e. Contracts - Once a vendor has been chosen, the Authority Board shall consider approval of contracts of \$60,000 or more. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need, there is only one vendor who can provide the good or service, compatibility with previously purchased goods or equipment, emergency purchases or the need for a product or services for testing or trials. Written justification for the sole source purchase must be retained with support for the purchase and approved by the Authority Manager.

- f. Advertising - When an invitation for bid is required, the request shall include an adequate description of the scope of work to be completed, any specifics which may be required of the vendor, including the amount of any bid bond, all contractual terms, and conditions applicable to the public project. Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as may be specified by rules, together with the name of each bidder, shall be entered on a record and open to

Soldier Canyon Water Authority Financial Policies

public inspection. The Authority may use electronic means (i.e. Authority website, and a nationwide purchasing system, like BidNet, etc.) to inform potential vendors of opportunities and may use technology to improve transparency and purchasing efficiencies for the Authority.

- g. Public inspection of bids - After the time of the award, all bids and requests for proposal documents shall be open to public inspection, upon request from Authority Manager.
- h. Vendor selection - The Authority shall not be obligated to select the lowest bidder but shall select the lowest responsive and responsible bidder based on the established criteria in the invitation to bid or request for proposal. Bidders may be disqualified for not meeting bid requirements according to the bid documents. Qualification criteria may include experience of firm, experience of superintendent, prior claims, judgements, arbitration, change order experience, recommendation and references from prior clients, and ability to complete project according to established schedule.
- i. Contract change orders - All change orders shall be processed on a form identifying the need and source of funds. The description shall include what impacts this change order will have on the future of the project's availability of monies and include the new total amount to be paid to the vendor. The following change order limits are established:

<u>Change Order Limits</u>	
Amount	Approval
\$0 - \$59,999 (1 st change)	Authority Manager
\$0 - \$59,999 (2 nd change)	Authority Manager Board Chair
\$0 - \$59,999 (after 2 changes)	Authority Manager Authority Board
\$60,000 and up	Authority Manager Authority Board approval

The Board may approve different change order limits from time to time for specific projects.

- j. Emergencies - In the event of natural disasters, accidents, or other emergencies where the health, safety or welfare of the community is at risk, the Authority shall comply with the procurement requirements to the extent practicable but may be waived by the Authority Manager. The Authority Manager will notify the Board of any emergency immediately, identifying the nature of the emergency and any purchase which may be required. Forms required herein for the purpose of authorizing and acquiring goods or services necessary for the immediate preservation of life, health, safety, welfare or property during a local disaster or emergency conditions shall not require compliance with bidding requirements set forth in this Policy and may be awarded on a sole-source basis. Documentation of procurement decisions in an emergency period is required to be retained, to support the urgency of the purchase and as justification for deviation of any Authority policy. Once the Authority is no longer operating in an emergency period, adherence to the approved procurement requirements is required. The Authority Board of Directors may at any time it determines reasonable declare the period of emergency ended or otherwise reinstate all procurement requirements. Careful consideration shall be given to procurement decisions made in an emergency period and when grant funds may be received. Federal procurement guidance currently available (at 2 CFR 200) indicates that purchases above the dollar threshold of a micro purchase, currently \$3,500, must also have three written quotes to support the cost reasonableness of the purchase. If, at any time, a purchase may have a grant implication, purchaser shall follow the guidance of the grant award.

Soldier Canyon Water Authority Financial Policies

k. Travel - Consideration of the lowest cost to the Authority will be made when traveling for Authority business. When employees travel out of the County, they are required to use an Authority vehicle if available and practical. Only if no fleet vehicles are available will the Authority reimburse employees for mileage at the approved IRS rate with prior Authority or Water Resource Manager approval. Out-of-Authority per diem will be paid at the approved IRS reimbursement level. Per Diem is reimbursement for all meals and incidentals, no additional reimbursements will be approved, except for ground transportation. Lodging should be prepaid by Authority check or purchasing card when possible, in order to avoid taxes.

l. Meals in Authority - The Authority shall restrict the purchase of meals locally to the following items, unless specifically approved by the Authority Manager:

- i. Work related meetings with outside officials with Authority Manager approval.
- ii. Authority Manager and/or Authority Board members' meetings with media, residents, employees, Board, and outside officials.

m. Education and training - To ensure that the Authority may hire and continue to retain quality staff over time, the Authority will fund adequate participation in professional organizations and training. Recognizing the need for additional training, each Department Director will propose a budget which may include participation at the national level for Department Supervisors and professionals. In addition to participation in national organizations, it may from time to time benefit the Authority to send employees to training out of the state. The staff will attempt to identify regional training programs or local programs when possible. The level of training and participation in organizations must be approved by Department Supervisors.

Department Supervisor training will be approved by the Authority Manager. Authority Manager training must be approved by the Board of Directors. All training must be included and funded in the annual budget.

n. Education and training for Board - The Authority is committed to professional and progressive leadership. In order to maintain the Authority's position as leaders in the community and region, it may be beneficial to provide training for the Authority Board regarding key management and or technical issues. Travel for these members is subject to the funding approved in the annual budget.

VI. Capital Planning & Budgeting Policies

INTRODUCTION

The Authority maintains both a Capital Improvement Plan (CIP) and a Renewal and Replacement Plan (RRP) which both have a significant impact on the infrastructure sustainability of the Authority. The following policies are designed to guarantee that current and future projects are maintained at a high-quality level and that capital projects do not restrict the Authority's ability to provide basic services. The Authority must preserve its current physical assets and plan in an orderly manner for future capital investments, including the operating costs associated with these projects. For budgeting purposes, the CIP ensures major renovations and/or plant expansion of capital assets over \$100,000 in value. The RRP plan ensures major renovations and/or replacement of current plant assets.

POLICIES

The planning, funding and maintenance of all capital projects shall be based on the following policies:

1. Capital project defined - Capital expenditures for purposes of *financial reporting* include buildings, land, major equipment, and other items which have a value of over \$5,000 and have a life greater than one year. Capital expenditures for purposes of *budgeting* include

Soldier Canyon Water Authority Financial Policies

buildings, land, major equipment, and other items which have a value of over \$100,000 and have a life greater than one year. As set forth in the Creation Agreement all Treatment Facility Capital Improvements will be classified as either Treatment Facility Expansion or Treatment Facility Improvements. Treatment Facility Expansion will be budgeted and accounted for in the Capital Plant Expansion Fund. Treatment Facility Improvements (capital greater than \$100,000) as outlined in the RRP will be budgeted and accounted for in the Renewal and Replacement Fund.

2. Bond rating - The Authority will maintain a strong bond rating that is consistent with other Authority goals. The Authority will maintain good communications with bond rating agencies about its financial condition. The Authority will follow a policy of full disclosure on every financial report and bond prospectus.

3. Capital Improvement Plan - The Authority will prepare and update annually a five-year CIP that identifies needs for capital replacement and additions related to Treatment Plant Expansion. The CIP lists all anticipated capital expenditures, total estimated cost, the year in which it will be started, the amount expected to be expended in each year, and the proposed method of financing these expenditures. Methods of financing can include bonding, pay-as-you-go (e.g. current revenues, cash balances), or other. The CIP will also include a preliminary list of capital project needs that are not funded.

4. Inventories - The Authority will maintain accurate inventories of capital assets, their condition, life span and cost.

5. Current capital budget - The Authority will prepare an annual Capital Budget which will include the current year capital expenditures and sources of funds based on the current year of the Capital Improvement Plan.

6. Include future maintenance - As part of the annual Capital Budget, the Authority will identify and include full costs of future maintenance needs and operating costs of new capital facilities and equipment

prior to funding as part of the annual Capital Budget. It is essential to recognize that many smaller projects can have a significant impact on the existing staff and maintenance levels when considering the total impact. All capital projects will identify the maintenance requirements in terms of staffing (hours per week) and Supplies & Services.

7. Renewal and replacement plan (RRP) - The Authority will maintain an RRP that protects capital investment and minimizes future maintenance and replacement costs for a five-year period. Items included in the RRP are equipment, major maintenance projects and associated expenses related to the renewal and replacement of current plant assets and equipment. Items estimated at less than \$100,000 will be budgeted and accounted for within the Operations and Maintenance Fund. Items estimated at greater than \$100,000 will be budgeted and accounted for within the Renewal and Replacement Fund. The Authority will maintain accurate information on the condition, life span use and replacement cost of their capital assets to assist in long term planning. The RRP will also indicate future major repairs and their costs, utility costs and other operating costs.

a. Equipment replacement - The Authority will estimate its equipment replacement needs (items over \$5,000 with a life greater than one year).

b. Cash for equipment - Equipment replacement should be planned on a cash basis. Equipment should be replaced on a useful life basis considering optimum trade-in value and maintenance costs.

8. Planned funding - The budget should strive to provide sufficient funding for adequate maintenance and scheduled replacement and enhancement of capital plant and equipment. Whenever the RRP identifies there is a significant discrepancy between the need to maintain/modernize Authority infrastructure or facilities and the funds available for such improvements, the Authority staff will prepare and present to Board a strategy for meeting such needs.

Soldier Canyon Water Authority Financial Policies

The long-range plans of all funds will include all costs identified in the RRP.

9. Capital priority - In general, the following guidelines will be used to identify capital priorities: safety, complete existing projects, maintenance of existing capital facilities, extensions of existing systems and new projects. Maintenance should be given priority over acquisition of new facilities unless a cost/benefit analysis indicates to the contrary. State, Federal and local mandates or new service demands may require acquisition of new facilities or new construction even when maintenance needs are not fully met. Unique opportunities may arise, which should be considered as a priority particularly if there is community support for acquisition. Maintenance of facilities should take priority over operating programs if deferring maintenance will result in greater costs to restore or replace neglected facilities. For budgeting purposes, the CIP ensures major renovations and expansion of the plant over \$100,000.

10. Long-term debt - is a liability that places a future contractual or other obligation against future revenues of the Authority. For example, long-term debt includes liabilities arising from bonds, and installment purchase contracts.

- a. Use for capital - The Authority will confine long-term borrowing to capital improvements or projects that cannot be financed from current revenues.
- b. Life of debt not to exceed 75% of life of the project or acquisition - When the Authority finances capital projects by issuing bonds; it will pay back the bonds within a period not to exceed 75% of the expected useful life of the project.
- c. Debt restrictions - The Authority will not use long-term debt for current or annual operations. Debt that obligates future Authority Boards shall be approved consistent with Soldier Canyon Water Treatment Authority Creation Agreement and applicable State statutes.

- d. Legal debt limits - The Authority will review its legal debt limitation established by the Soldier Canyon Water Treatment Authority Creation Agreement at least annually.
- e. Annual review - The Authority will conduct an annual review of its debt. The review shall take into consideration current market rates and future cash flows to optimize opportunities for refinancing.

EXHIBIT B
TASK ORDER FORM (Construction over \$50,000)

**SOLDIER CANYON WATER
TREATMENT AUTHORITY
CONSTRUCTION TASK
ORDER**

**PROJECT
TITLE**
Backup Soda Ash Pump

TASK ORDER NO. HP 2024-01

CONTRACTOR: Hensel Phelps

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SECTION 00500

CONSTRUCTION TASK ORDER AGREEMENT FORMS

00525 Task Order, Notice of Award & Bid Schedule
Attachment A-Bid Schedule

00530 Task Order Notice to Proceed

**SECTION 00525
TASK ORDER, NOTICE OF AWARD AND BID SCHEDULE
PURSUANT TO A MASTER SERVICES AGREEMENT BETWEEN
SOLDIER CANYON WATER TREATMENT AUTHORITY AND HENSEL PHELPS**

PROJECT TITLE: Backup Soda Ash Pump

TASK ORDER NUMBER: HP 2024-01

ORIGINAL BID/RFP NUMBER & NAME: Soldier Canyon Filter Plant –
Master Construction Services
Contract

MASTER AGREEMENT EFFECTIVE DATE: September 7, 2023

CONTRACTOR REPRESENTATIVE: Anthony Williams

ARCHITECT/ENGINEER: Ditesco

PROJECT MANAGER: Ditesco

MAXIMUM FEE: (time and reimbursable direct costs): \$89,835

TASK ORDER COMMENCEMENT DATE: March 14, 2024

TASK ORDER COMPLETION DATE: December 31, 2024

PROJECT DESCRIPTION/SCOPE OF SERVICES: Provide and install a redundant
soda ash pump and associated electrical and plumbing.

CONTRACT <\$50k

CONTRACT >50k BONDS

- PERFORMANCE BOND
- PAYMENT BOND
- WARRANTY BOND (through 2-Year Warranty from Final Acceptance)

NOTICE OF AWARD: Date of this Document
SUBSTANTIAL COMPLETION DATE: December 1, 2024
FINAL COMPLETION DATE: December 21, 2024

CONTRACT >\$150K HOLD 5% RETAINAGE

Contractor agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Master Services Agreement between the Parties. In the event of a conflict between or ambiguity in the terms of the Master Services Agreement and this Task Order (including the attached forms), the Master Services Agreement shall control.

The attached forms consisting of six (6) pages are hereby accepted and incorporated herein by this reference and Notice to Proceed is hereby given after all Parties have signed this document.

1. **WORK**. Pursuant to the Master Services Agreement between the Authority and the Contractor dated **September 7, 2023**, and the Task Order Proposal dated **2/19/2024**, the Contractor has been awarded a Task Order for **Backup Soda Ash Pump**.
2. **CONTRACT PRICE**. The price of this Task Order is (Written Dollar Amount) (**Eighty-Nine Thousand, Eight Hundred and Thirty-Five - \$89,835**).
3. **PERFORMANCE DEADLINES**. The date for Substantial Completion of this Task Order is **December 1, 2024**, and after Substantial Completion, the date for Final Acceptance is **December 21, 2024**.
4. **LIQUIDATED DAMAGES**. Pursuant to Section 7 of the Master Services Agreement, the amount of liquidated damages shall be the sum of: **\$ 0**.
5. **ADDITIONAL INSUREDS**. In addition to those entities identified in Section 23.d. of the Master Services Agreement, N/A shall be endorsed as "Additional Insureds."
6. **PAYMENT PROCEDURES**. As set forth in the Master Services Agreement.
7. **EXECUTION**. Task Order Documents must be executed in digital format (DocuSign/Adobe Sign) within fifteen (15) calendar days of the date of this Notice of Award. Contractor shall attach Payment and Performance Bonds and Certificates of Insurance (COI) to the Task Order Documents in DocuSign/Adobe Sign.

Failure to comply with these conditions within the time specified will entitle the Authority to consider your Task Order Proposal abandoned and to annul this Task Order & Notice of Award.

CONTRACTOR'S NOTICE OF AWARD REPRESENTATION & EXECUTION:

Contractor agrees to perform the services identified above, in accordance with the terms and conditions contained in this Task Order, the Master Services Agreement, and the Notice of Award between the Parties.

SOLDIER CANYON WATER TREATMENT AUTHORITY

By: _____

Chris Pletcher, Board Chairman

Date: _____

ATTEST:

By: _____

Date: _____

By execution of this Agreement, the undersigned each individually represents that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

CONTRACTOR: Hensel Phelps

By: _____

_____, Title

Date: _____

ATTACHMENT A-BID SCHEDULE

Insert Task Order Quote/Proposal Here

**SECTION
00530
TASK ORDER NOTICE TO PROCEED**

NOTICE TO

PROCEED DATE: March 14, 2024

TASK ORDER TITLE: Backup Soda Ash Pump

TASK ORDER NUMBER: HP 2024-01

TO: Hensel Phelps

Attn: Anthony Williams

This notice is to advise you:

That the Task Order and all amendments and supplements to the Task Order Documents covering the above-described Work have been fully executed by the CONTRACTOR and the OWNER. That the OWNER has approved the said Task Order and Task Order Documents. That the required CONTRACTOR's Performance and Payment Bonds and insurance have been received by the OWNER.

Therefore, as the CONTRACTOR for the above-described Work, you are hereby authorized and directed to proceed within Thirty(30) calendar days from receipt of this notice as required by the Task Order and the AGREEMENT.

The dates for Substantial Completion and Final Acceptance shall be December 1, 2024,
and December 21, 2024,
respectively.

Dated this 14 day of March 2024.

SOLDIER CANYON WATER TREATMENT AUTHORITY

_____(OWNER)
By: Chris Pletcher, Board Chairman

ACKNOWLEDGMENT OF NOTICE

Receipt of the above Task Order Notice to Proceed is hereby
acknowledged this ____ of _____, 2024.

Hensel Phelps

_____(CONTRACTOR)



TITLE OF CHANGE: 3523039 - WCD 002 Soda Ash Redundancy

REFERENCE DOCUMENT: _____ **DETAIL, SHEET, OR SPEC:** _____

DESCRIPTION OF CHANGE:

Relocate existing controls per provided WCD drawing. Provide same pump, piping and controls equipment in redundant configuration to existing. Provide startup and commissioning assistance.

1. LABOR

STEP	TRADE	UNITS	QTY		\$/UNIT	=		
Demo existing pads	HP Millwright Foreman	hr	8.00	X	\$60.00	=	\$480	
Demo existing pads	HP Millwright	hr	8.00	X	\$54.00	=	\$432	
Formwork & Rebar	HP Millwright Foreman	hr	8.00	X	\$60.00	=	\$480	
Formwork & Rebar	HP Millwright	hr	8.00	X	\$54.00	=	\$432	
Concrete Placement	HP Millwright Foreman	hr	8.00	X	\$60.00	=	\$480	
Concrete Placement	HP Millwright	hr	8.00	X	\$54.00	=	\$432	
Pump Installation	HP Millwright Foreman	hr	8.00	X	\$60.00	=	\$480	
Pump Installation	HP Millwright	hr	8.00	X	\$54.00	=	\$432	
CPVC Pipe Installation	HP Millwright Foreman	hr	16.00	X	\$60.00	=	\$960	
CPVC Pipe Installation	HP Millwright	hr	16.00	X	\$54.00	=	\$864	
Startup & Commissioning	HP Millwright Foreman	hr	16.00	X	\$60.00	=	\$960	
Startup & Commissioning	HP Millwright	hr	16.00	X	\$54.00	=	\$864	
Project Supervision	Project Superintendent	hr	64.00	X	\$111.00	=	\$7,104	
				X		=	\$0	
				X		=	\$0	
				X		=	\$0	
				X		=	\$0	
COPY ROW HERE (ABOVE)				X		=	\$0	
LABOR TOTAL								\$10,752

2. MATERIALS

DESCRIPTION	UNITS	QTY		\$/UNIT	=		
Pump & accoutraments (MTE 2023 Quote + 30%)	ea	1.00	X	\$33,785.04	=	\$33,785	
CPVC Pipe & materials/fitngs	ea	1.00	X	\$1,200.00	=	\$1,200	
Forms & Rebar	yd	1.00	X	\$250.00	=	\$250	
Concrete	yd	1.00	X	\$450.00	=	\$450	
Pipe Supports	ea	4.00	X	\$200.00	=	\$800	
Other (Bonding Agent, Bits...)	ea	1.00	X	\$1,200.00	=	\$1,200	
			X		=	\$0	
COPY ROW HERE (ABOVE)			X		=	\$0	
Material Subtotal							\$37,685
Taxes (0%)							\$0
MATERIAL TOTAL							\$37,685

3. RENTAL EQUIPMENT

DESCRIPTION	UNITS	QTY		\$/UNIT	=		
Loader (Material Handling)	wk	1.00	X	1,122.00	=	\$1,122	
	wk	1.00	X	0.00	=	\$0	
			X		=	\$0	
COPY ROW HERE (ABOVE)			X		=	\$0	
EQUIPMENT TOTAL							\$1,122

4. VENDOR WORK

DESCRIPTION	UNITS	QTY		\$/UNIT	=		
Electrical	ea	1.00	X	28,735.00	=	\$28,735	
	hr	0.00	X	0.00	=	\$0	
	ea	0.00	X	0.00	=	\$0	
			X		=	\$0	
COPY ROW HERE (ABOVE)			X		=	\$0	
VENDOR TOTAL							\$28,735

LABOR TOTAL	\$10,752
MATERIAL, EQUIPMENT & VENDOR TOTAL	\$67,542
Bonds & Insurance (1.8%)	\$1,409
Overhead & Profit (15%)	\$10,131
TOTAL COST OF CHANGE	\$89,835



EQUIPMENT PROPOSAL

DATE: 1/11/2023

Adding 30% for 2024
potential price update.

PROJECT: Soldier Canyon

TO: Matt Smith

FOB: Shipping Point

EQUIPMENT: Spare Hose Pump

TERMS: Net 30 Days

1.000 KMS3-M68-I-P-NN KECO model KMS3-M68-I-P-NN: Formerly Siemens Chemtube® PPS - M68A,
 Based On Ragazzini ROTHO Peristaltic Pump Model MS3
 Housing: Cast Iron w/ Epoxy Coating
 Inlet/Outlet: PVC Inserts, 2 ½" PVC ANSI Flange
 Frame: Stainless Steel Pump Frame
 Rotor, Rollers & Bearings: Carbon Steel, 316 Stainless Steel.
 Transmission: Bonfiglioli Gearbox or Equivalent
 Pressure: 60 PSI Max
 Leak Detector: Included As Standard
 Internal Hose: Natural Isoprene NN DN 68 (multilayer with textile inserts)
 Spare Internal Hose: Included, Natural Isoprene NN DN 68 (multilayer with
 textile inserts)
 Motor: If Included, See Below

1.000 DG-C613N180.83.0 C61 Series Coaxial Gearbox, 3 Stage, 83:1 Reduction, NEMA 180TC Input |
 21
 RPM Output

1.000 DM-IDNM3661T-AEGIS3 HP (230/460V) 3 Phase Baldor Inverter Duty AC Motor, TENV (Totally
 Enclosed, Non-Ventilated), Designed for inverter or vector applications where up to a 1000:1 constant
 torque speed range is required - -
 Includes Optional
 AEGIS Bearing Protection Ring (Special Order) and Normally Closed Thermostats.

1.000 DM-MTR_INST.01 Motor Factory Installation Kit (3-5 HP Motors)
 1.000 Crating Fee Crating and Miscellaneous Packaging Materials.

Cost ...\$ 25,988.49. each * 1.30 = \$33,785

1.000 AAB7721 Spare Hose M40 - Blue Stripe - Natural Isoprene/Natural Rubber	\$ 920.400
1.000 AAB7739 Spare Hose M55 - Blue Stripe - Natural Isoprene / Natural Rubber	\$ 1,482.000
1.000 AAB7757 Spare Hose M68 - Blue Stripe - Natural Isoprene / Natural Rubber	\$ 2,421.900

Note: The above pricing, unless specifically stated otherwise, does not include installation, pipe, valves, fittings, flange or MJ accessories, anchors, gauges, conduit, wiring, motor starters, controls, extension stems, valve boxes, floor stands, position indicators or other accessories that may be required for installation. Pricing does include, if required, one(1ea) electronic copy of engineering submittals for approval, and two (2ea) hard copies of O&M manuals. Start-up service, if required, should be added at the cost of \$750.00 per day, plus all travel and related expenses from our Golden office. No deviation from the attached terms and conditions will be accepted, unless agreed to in writing by an officer of MTE

02/08/2024

Serial #LCO-23-0033

Mr. Anthony Williams
Hensel Phelps Water
77 NW Frontage Road
Fort Collins, CO 80524

Reference: Soldier Canyon Filters 5-8 & Generator Backup
Job # CO-23-0033

Subject: Change Request # 001
Soda Ash Feed Pump

Dear Mr. Anthony Williams

We hereby submit for your consideration our Change Request # 001 in the amount of **Twenty-Eight Thousand, Seven Hundred Thirty-Five and no/100 Dollars (\$28,735.00.00)** as an add to our Subcontract Agreement for the above referenced Project. This change request covers the following revisions:

- Provide and install new VFD Control Panel for new Soda Ash Pump. VFD control panel to match existing SAP 726 control panel.
- Relocate existing SAP-726 control panel and associated electrical conduits to north wall.
- Provide new power & control wiring for SAP-726 control panel from electrical room to new location in north wall.
- Provide and install new power & control wiring for new VFD control panel from spare MCC bucket and PLC cabinet.
- Provide new conduit and wire from new VFD Control Panel to Soda Ash Feed Pump.
- Terminations and testing.

Clarifications:

1. Cutting and patching of concrete or existing finishes are excluded from this proposal.
2. This change order is based solely on the usual cost elements such as labor, material and normal markups and does not include any amount for additional changes in the sequence of work, delays, disruptions, re-scheduling, extended overhead, overtime, acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all of these related items prior to the final settlement of this contract.
3. This proposal is valid for seven (7) days and is subject to any labor and material modifications occurring after this time period.
4. We are unable to proceed with labor or procurement of materials associated with this change unless directed in writing. Please advise how we are to proceed.

If you have any questions, please feel free to contact the undersigned.

Sincerely,

WEIFIELD GROUP CONTRACTING INC.

Angel Guzman
Project Manager
Job #CO-23-0033/Office/Field

	Final Pricing	Modified (\$)	Modified (%)
	Database Material (Extension)	1,285.28	
	Material Escalation	10.54	0.820
	Quoted Material (Extension)	90.02	
	Material Total	1,385.84	
	Direct Labor	7,834.40	
	Indirect Labor	3,075.00	
	Labor Total	10,909.40	
	Subcontractors	11,485.00	
	Total Cost	23,780.24	
	Adjustment Overhead	2,378.02	10.000
	Total Overhead	2,378.02	10.000
	Adjustment Markup	1,831.08	7.000
	Total Markup	1,831.08	7.000
	Permit	419.84	1.500
	Bond	321.02	1.130
	Final Adjustment	4.80	0.017
	Selling Price	28,735.00	
	Final Price	28,735.00	

	Description	Quantity	Un	Net Cost	Labor	Un	Total Material	Total Hours
1	3/4" GRC (GALV)	100	C	275.13	9.38	C	275.13	9.38
2	1" GRC (GALV)	20	C	436.76	10.88	C	87.35	2.17
3	3/4" GRC MYERS HUB	4	C	393.46	48.75	C	15.74	1.95
4	1" GRC MYERS HUB	1	C	479.52	87.50	C	4.80	0.88
5	3/4" GRC COUPLING	8	C	91.00	15.00	C	7.28	1.20
6	1" GRC COUPLING	2	C	137.00	25.00	C	2.74	0.50
7	3/4" T MALL BODY, CVR, GSKT	4	E	6.11	1.56	E	24.44	6.25
8	1" T MALL BODY, CVR, GSKT	1	E	10.68	1.94	E	10.68	1.94
9	3/4" STL GRD BUSHING	4	C	130.46	70.00	C	5.22	2.80
10	1" STL GRD BUSHING	1	C	180.08	77.50	C	1.80	0.78
11	3/4" GRC CUT&THREAD	8	E	0.01	62.50	C	0.08	5.00
12	1" GRC CUT&THREAD	2	E	0.01	70.00	C	0.02	1.40
13	1 1/4" GRC 90 FIELD BEND	5	E	0.01	1.88	E	0.05	9.38
14	#12 XHHW	2,900	M	182.23	6.88	M	528.47	19.94
15	#16- 1P TWISTED CABLE	200	M	450.00	15.88	M	90.00	3.17
16	P-1000 1 5/8" STRUT	40	C	483.90	23.38	C	193.56	9.35
17	3/8" SPRING NUT	8	C	135.10	9.38	C	10.81	0.75
18	POST BASE P-2072A	4	C	2,909.90	15.00	C	116.40	0.60
19	1 SECTION DRIVE PANEL	2	E	0.01	3.00	E	0.02	6.00
20	# 12-3C 480V MOTOR TERM	24	E	0.01	0.25	E	0.24	6.00
21	#16 WIRE TERM-CONTROL	8	E	0.01	0.13	E	0.08	1.00
22	#12 WIRE TERM-CONTROL	40	E	0.01	0.19	E	0.40	7.50
Totals		3,386					1,375.30	97.92

	Labor Type	Crew	Hours	Total	Full Rate
1	AVERAGE LABOR RATE PER SHEET	1.00	97.93	7,834.40	80.00
Totals		1.00	97.93	7,834.40	80.00

	Indirect Labor	Lab %	Hours	Total	Full Rate
1	PROJECT MANAGER		15.00	1,425.00	95.00
2	GENERAL SUPERINTENDENT		3.00	375.00	125.00
3	PROJECT ENGINEER		15.00	1,275.00	85.00
Totals			33.00	3,075.00	93.18

	Subcontractors	Alarm	Total	Vendor
28	AMWEST-VFD CONTROL PANEL	Off	11,485.00	AMWEST
	Totals		11,485.00	

SOLDIER CANYON WATER TREATMENT AUTHORITY

WORK ORDER #1 (EXHIBIT A)

Work Order No. 2024-006

Effective Date: March 14, 2024

End Date: December 31, 2025

HDR Engineering, Inc. (Consultant) agrees to provide to Soldier Canyon Water Treatment Authority (Client), the professional services described for the Project identified below. The professional services shall be performed in accordance with, and shall be subject to, the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 13th of April 2023.

WORK ORDER PROJECT NAME: Chlorine Dioxide System Upgrades.

WORK ORDER PROJECT DESCRIPTION: Engineering design services for upgrades to the Plant Chlorine Dioxide storage and feed system.

SCWTA WORK ORDER BILLING NUMBER: PO 2024-006

CONSULTANT CONTACT : Amy Johnson, P.E. – (970)- 416-4438, amy.johnson@hdrinc.com.

CLIENT CONTACT: Mark Kempton, P.E., CWP - (970) 482-3143, mkempton@soldiercanyon.com

SCOPE OF WORK: See attached SOW (the “**Work**”).

FEE ARRANGEMENT: Time and Materials Not to Exceed \$75,386.50.

SPECIAL TERMS AND CONDITIONS: Instructions for Payment: Please reference Work Order Billing Number on Invoice when submitting for payment. Please submit requests for payment to Invoices@soldiercanyon.com.

APPROPRIATION : Client represents that it has available and has appropriated sufficient funds to pay the anticipated costs associated with this Work Order.

Soldier Canyon Water Treatment Authority
(Client)

HDR Engineering, Inc.
(Consultant)

By: _____
Chris Pletcher
Board Chairman

By: _____
Name:
Title:

Date: _____

Date: _____

Address: 4424 LaPorte Avenue
Fort Collins, Colorado 80521
Phone: (970) 482-3143

Address:
Phone:

Attachment A – Scope of Work

Date: Monday, February 19, 2024

Project: **Soldier Canyon Filter Plant - Chlorine Dioxide System Upgrades**

To: Mark Kempton, SCWTA General Manager

From: Mark Beebe, PE

The objective of this project is to complete upgrades to the Soldier Canyon Filter Plant (SCFP) chlorine dioxide system, including the following major tasks:

- Evaluate current design of system to identify potential deficiencies
- Evaluate alternatives for tank layouts, including number and capacity, to provide additional capacity and/or redundancy
- Evaluate structural impacts of potential increased storage volume, and ability to remove the building wall for access for tank removal and installation
- Prepare construction documents including drawings and specifications
- Prepare and submit documents to CDPHE for Construction Approval

It is anticipated that tasks to perform the scope of work will start February 26, 2024. It is anticipated that all work will be completed on the following schedule:

- Complete system review within three weeks of Notice to Proceed
- Complete the alternative review within six weeks of Notice to Proceed
- Complete Draft Design documents within eight weeks of selecting the preferred alternative
- Submit Final Design Documents and submit the Application for Construction Approval within three weeks of receiving comments from SCWTA staff

Task 1. Project Management and Accounting

Objectives: Manage scope, schedule, and staff. Coordinate with SCWTA staff.

Task 1.1 Project Management

- Initiate project accounting, budget, and resource management tools.
- Prepare Project Management Plan.
- Prepare Health and Safety Plan.
- Prepare and submit monthly invoices.
- Hold weekly to bi-weekly check-in calls with SCWTA staff.
- Maintain a project Decision Log.

Key Assumptions

- The expected duration of the project is approximately five months to submission of the Application for Construction Approval to CDPHE.

Deliverables:

- Monthly invoices.
- Project Management Plan.
- Kickoff Meeting Agenda and Meeting Minutes.
- Decision Log.

Task 2. Review of Existing System

Objectives: Collect information regarding the existing system including development of layout drawings and collection of photographs. Develop list of expected upgrades to the system.

Task 2.1 Kickoff Meeting and Facilities Tour

- Hold Kickoff meeting with SCWTA staff and tour the chlorine dioxide facilities.

Task 2.2 Review Existing System Design

- Tour the facilities with SCWTA staff. Take photographs of the existing system and piping, and collect notes regarding equipment.
- Update the Authority's Process Flow Diagram for the system indicating additional detail or modifications to equipment, piping and valving.
- Prepare a general floor plan for the Chlorine Dioxide Room showing major equipment and general pipe routing.
- Complete an assessment of the system including any recommended upgrades or modifications to the system.

Task 2.3 Coordination with Equipment Vendors

- Discuss the existing system equipment, layout and configuration with the equipment manufacturer and local vendor.
- Review equipment alternatives and recommendations.

Task 2.4 Project Review Meeting #1

- Hold project review workshop with SCWTA to discuss HDR's review of the existing system and major findings. The meeting materials will be presented in PowerPoint format. The meeting will be held virtually.

Key Assumptions:

- SCWTA staff will participate in a combined project Kickoff Meeting and system review tour.
- A PowerPoint presentation of the findings will be presented to SCWTA staff. A meeting agenda and meeting minutes will be prepared.

Deliverables:

- Process Flow Diagram.
- Review Meeting: Meeting agenda, PowerPoint presentation and meeting minutes.

Task 3. Alternatives and Structural Evaluations

Objectives: Complete structural evaluations to determine load limits for the floor as well as ability to create an access port in the building / chemical area side wall for removal and installation of new chemical storage tanks.

Task 3.1 Structural Evaluations

- Review the load capacity of the floor to determine if additional load and liquid storage is possible.
- Review structural design to determine if an access port can be developed for chemical storage tank removal and installation.

Task 3.2 Alternatives Evaluations

- Identify options for layout and sizing of tanks, including both bulk chemical and day tank capacities.
- Consider both storage volume and system redundancy in the evaluations.

Task 3.3 Project Review Meeting #2

- Hold project review workshop with SCWTA to discuss HDR's structural analysis and to complete analysis of the alternatives evaluations with SCWTA staff. The meeting materials will be presented in PowerPoint format. The meeting will be held virtually.

Key Assumptions:

- Structural evaluations will be based on review of existing Record Drawings. No further investigations will be completed.

Deliverables:

- Review Meeting: Meeting agenda, PowerPoint presentation and meeting minutes.

Task 4. Design Documents and CDPHE Approval

Objectives: Prepare design documents (drawings and specifications) that may be used by the City for entering an agreement with an on-call General Contractor. Prepare and submit documentation to CDPHE required to obtain design approval.

Task 4.1 Prepare Design Documents

- Prepare Draft Design Documents and submit to SCWTA staff for review.
- Hold a design review meeting with SCWTA staff.
- Prepare Final Design Documents after receiving review comments from SCWTA staff.

Task 4.2 Prepare and Submit CDPHE Application for Construction Approval

- Prepare CDPHE Application for Construction Approval. Respond to questions and comments from CDPHE.

Key Assumptions:

- It is expected that SCWTA will enter into an agreement with an on-call General Contractor, and therefore front-end bidding documents will either not be required or will be prepared by SCWTA.

- Drawings are expected to include a combination of CAD drawings and photos to demonstrate the work, and would include the following:
 - Cover Sheet.
 - General location map and Index of Drawings.
 - A Process Flow Diagram of the upgraded system.
 - Process floor plans and section/isometrics using photos as needed to effectively demonstrate the work.
 - If applicable, a Structural elevation sheet identifying repair work for the building and chemical area side wall. Replacement of electrical and/or plumbing will be identified as “In-kind” replacement. Photos will be used as needed to effectively demonstrate the work.
- Specifications are expected to include the following:
 - Division 1 – General Requirements.
 - Division 3 – Concrete for work limited to equipment pads and Chlorine Dioxide room wall repair.
 - Division 4 – Masonry for work limited to Chlorine Dioxide room wall repair.
 - Division 33 – Utilities for piping and valving.
 - Division 43 – Process Liquid Handling, Purification and Storage Equipment for chemical storage tanks.

Key Assumptions:

- Preparation of Design Drawings or Specifications beyond the package identified in Task 4.

Deliverables:

- Draft Design Documents. Electronic and three hard copies of the documents (11x17 drawings) will be provided.
- Final Design Documents. Electronic and six hard copies of the documents (11x17 drawings) will be provided.
- Minutes from the design review meetings.
- CDPHE Application for Construction Approval.

Task 5. Construction Administration Services

Objectives: Provide construction administration support during the construction phase of the project.

Task 5.1 Office Services

- Review submittals for tanks, piping, and valves that may be submitted.
- Respond to written Requests for Information.

Task 5.2 Prepare and Submit CDPHE Application for Construction Completion

- Prepare and submit CDPHE Application for Construction Completion.

Key Assumptions:

- Up to three submittals and three Request for Information will be submitted.
- HDR will not attend a preconstruction meeting or perform any site visits during construction.
- Documentation required to issue the CDPHE Application for Construction Completion will be provided by SCWTA and their third-party construction observation group.

Deliverables:

- CDPHE Application for Construction Approval.

Not in Scope

- Analysis will be limited to the Chlorine Dioxide Feed System area within the chemical building.
- A condition assessment of the existing system will not be performed.
- LIDAR scanning or development of detailed dimensionally accurate CAD drawings of the system.
- Additional meetings beyond those noted above.
- Any consequential project requirements that would result in significant upgrades to Life Safety requirements or meeting current Building Code. It is expected that the current system is effectively grand-fathered.
- Submittal to local County, Building Department or Fire Authorities for review and approval.
- Any consequential requirements that would result in additional structural, architectural, electrical or HVAC design work.

FEE ESTIMATE

HDR Labor										Hours by Task	Labor \$s by Task	Subtotal Fee by Task
Project Role	Project Manager General	Environmental Engineer	Administrative Assistant	Engineer Structural	BIM Specialist General 1	Environmental Engineer Sr	Accounting Manager					
Staff Name	Beebe	Schumacher	Velasquez	Manske	Velez	Jeffcoat	Schick					
Billing Category	Project Manager	Environmental Engineer	Administrative Assistant	Structural Engineer	BIM Specialist	Senior Environmental Engineer	Accounting Manager					
2024 Billing Rate	\$290.00	\$160.00	\$106.00	\$285.00	\$135.00	\$290.00	\$148.00					
001	Project Management and Accounting	16					12			28.00	\$ 6,416.00	\$ 6,416.00
001.01	Project Management and Accounting	16								28.00	\$ 6,416.00	\$ 6,416.00
002	Review of Existing System	24	42		8	20	10			104.00	\$ 21,560.00	\$ 21,756.50
002.01	Kickoff Meeting and Facilities Tour	8	8		8					24.00	\$ 5,880.00	\$ 6,076.50
002.02	Review Existing System Design	10	20			20	8			58.00	\$ 11,120.00	\$ 11,120.00
002.03	Coordination with Equipment Vendors	2	6				2			10.00	\$ 2,120.00	\$ 2,120.00
002.04	Project Review Meeting #1	4	8							12.00	\$ 2,440.00	\$ 2,440.00
003	Alternatives and Structural Evaluations	12	28	20	2	8	4			74.00	\$ 12,890.00	\$ 12,890.00
003.01	Structural Evaluations			20						20.00	\$ 2,120.00	\$ 2,120.00
003.02	Alternatives Evaluations	8	20			8	4			40.00	\$ 7,760.00	\$ 7,760.00
003.03	Project Review Meeting #2	4	8		2					14.00	\$ 3,010.00	\$ 3,010.00
004	Design Documents and CDPHE Approval	22	36	14	16	80	4			172.00	\$ 30,144.00	\$ 30,144.00
004.01	Prepare Design Documents	20	32	12	16	80	4			164.00	\$ 28,712.00	\$ 28,712.00
004.02	Prepare and Submit CDPHE Application for Construction Approval	2	4	2						8.00	\$ 1,432.00	\$ 1,432.00
005	Construction Administration Services	10	8							18.00	\$ 4,180.00	\$ 4,180.00
005.01	Office Services	8	8							16.00	\$ 3,600.00	\$ 3,600.00
005.02	CDPHE for Construction Completion	2								2.00	\$ 580.00	\$ 580.00
Total HDR Labor Hours		84.00	114.00	34.00	26.00	108.00	18.00	12.00	-	396.00	\$ 75,190.00	\$ 75,386.50
TOTAL PROJECT FEE											\$75,386.50	

SOLDIER CANYON WATER TREATMENT AUTHORITY

To: Soldier Canyon Water Treatment Authority Board

From: Mark Kempton, P.E., CWP

cc: n/a

Date: March 14, 2024

Re: Request to replace two work pickup trucks.

The Authority's goal is to replace fleet vehicles when they exceed both 10 years of age and 100,000 miles. For 2024 there are two work trucks that meet these criteria and need to be replaced. The trucks, both GMC Sierras, were purchased in 2007 and have 101,000 miles and 120,000 miles respectively.

Utilizing the State of Colorado government purchasing agreement, both trucks will be replaced with 2024 Ford F-250 XL trucks at a pre-trade-in combined cost of \$103,792 from Loveland Ford. The existing trucks have a combined trade in/resale value of approximately \$20,000. The cost for both new trucks was included in the 2024 Annual Budget at \$85,000. With the \$20,000 trade-in included, the total budgeted cost is \$105,000.

Additional Authority vehicles that currently meet the 10-year, 100,000-mile criteria will also be requested to be replaced in 2025.



Preview Order J000 - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 02/29/2024 09:37:42 Receipt: 2/21/2024

Dealership Name: Loveland Ford Lincoln, Inc.

Sales Code : F56453

Dealer Rep.	ADAM LEVIN	Type	Retail	Vehicle Line	Superduty	Order Code	J000
Customer Name	X XXXXX	Priority Code	19	Model Year	2024	Price Level	425

DESCRIPTION	MSRP	INVOICE DESCRIPTION	MSRP	INVOICE
F250 4X4 CREW CAB PICKUP/160	\$51560	\$48982 JOB #2 ORDER	\$0	\$0
160 INCH WHEELBASE	\$0	\$0 CV LOT MANAGEMENT	\$0	\$10
OXFORD WHITE	\$0	\$0 10000# GVWR PACKAGE	\$0	\$0
CLOTH 40/20/40 SEAT	\$315	\$286 50 STATE EMISSIONS	\$0	\$0
MEDIUM DARK SLATE	\$0	\$0 SNOW PLOW PREP PACKAGE	\$250	\$228
PREFERRED EQUIPMENT PKG.600A	\$0	\$0 SPARE TIRE AND WHEEL	\$0	\$0
.XL TRIM	\$0	\$0 JACK	\$0	\$0
.AIR CONDITIONING -- CFC FREE	\$0	\$0 410 AMP ALTERNATOR	\$115	\$104
.AM/FM STEREO MP3/CLK	\$0	\$0 DUAL BATTERY	\$210	\$191
.6.8L DEVCT NA PFI V8 ENGINE	\$0	\$0 FUEL CHARGE	\$0	\$100.98
10-SPEED AUTO TORQSHIFT-G	\$0	\$0 PRICED DORA	\$0	\$0
.LT245/75R17E BSW ALL-SEASON	\$0	\$0 DESTINATION & DELIVERY	\$1995	\$1995
3.73 RATIO REGULAR AXLE	\$0	\$0		
			MSRP	INVOICE
TOTAL BASE AND OPTIONS			\$54445	\$51896.98
DISCOUNTS			NA	NA
TOTAL			\$54445	\$51896.98

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature _____ Date _____

This order has not been submitted to the order bank.

This is not an invoice.

**SECOND AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING REGARDING
WATER QUALITY MONITORING IN THE UPPER CACHE LA POUDRE BASIN**

This Memorandum of Understanding (“MOU”) is entered into by and between the following parties:

- City of Fort Collins, Colorado, a Colorado municipal corporation (“Fort Collins”);
- City of Greeley, Colorado, a Colorado municipal corporation (“Greeley”);
- Soldier Canyon Water Treatment Authority, a political subdivision of the State of Colorado (“Soldier Canyon Authority”);
- City of Thornton, a Colorado home rule municipality (“Thornton”); and
- Northern Colorado Water Conservancy District, a political subdivision of the State of Colorado (“Northern Water”).

1. **BACKGROUND.** The Upper Cache la Poudre River is an important source of high-quality drinking water supplies for communities served by Fort Collins’ Water Treatment Facility, Greeley’s Bellvue Water Treatment Plant, and the Soldier Canyon Authority’s Soldier Canyon Filter Plant. In the shared interest of monitoring the quality of these water supplies, Fort Collins, Greeley and the Soldier Canyon Authority have partnered since 2008 on the Upper Cache la Poudre River Collaborative Water Quality Monitoring Program (“Program”). The over-arching goal of the Program is to assist the parties in meeting current and future drinking water treatment goals by providing up-to-date information about water quality and trends within the Upper Cache la Poudre River watershed.

Fort Collins, Greeley and the Soldier Canyon Authority executed the original *Memorandum of Understanding Regarding Water Quality Monitoring in the Upper Cache la Poudre Basin*, dated May 19, 2017 (“Original MOU”).

Under its Thornton Water Project, Thornton also intends to use water from the Upper Cache la Poudre River as a source of high-quality drinking water supply. Thornton thus desired to join the Program. The parties therefore executed the *First Amended and Restated Memorandum of Understanding Regarding Water Quality Monitoring in the Upper Cache la Poudre Basin* (“First Amended MOU”), which replaced the Original MOU in its entirety and the Original MOU is no longer in effect.

Under the Northern Integrated Supply Project, Northern Water also intends to use water from the Upper Cache la Poudre River as a source of high-quality drinking water supply. Northern Water thus desires to join the Program. The parties are therefore executing this *Second Amended and Restated Memorandum of Understanding Regarding Water Quality Monitoring in the Upper Cache la Poudre Basin* (“Second Amended MOU”). This Second Amended MOU replaces the First Amended MOU in its entirety, and the First Amended MOU shall no longer be in effect.

2. **GENERAL DESCRIPTION.** Fort Collins, with occasional assistance from other parties, collects water samples at various times at numerous locations on the Cache la Poudre River, the North Fork of the Cache la Poudre River, and their tributaries. Fort Collins then analyzes the

samples at its and other laboratory facilities for selected water quality parameters, evaluates the resulting data, and prepares the Annual Reports and Five-Year Summary Reports, as discussed below. The parties share the costs for the Program, with the parties being credited for “in-kind” contributions.

3. **ANNUAL SCHEDULE.** The Program generally operates on flexible “Operating Years” that include: a sampling season from approximately April through November when samples are collected and analyzed, and a subsequent reporting season from approximately November through the following May, during which time further analysis and the Annual Report or Five-Year Summary Report are completed. Operating Years may thus overlap, particularly in April and May.

4. **ANNUAL OPERATING PLAN.** Fort Collins will prepare a proposed Annual Operating Plan for each Operating Year for discussion and approval at the first quarterly meeting, discussed in Paragraph 9. It is not a requirement of this MOU that the Annual Operating Plan be formally signed by the parties to be approved for the Operating Year; some form of written documentation from each party indicating its approval is sufficient. All parties must approve the Annual Operating Plan for it to be effective for the Operating Year. If a proposed Annual Operating Plan is not approved as required under this MOU, nothing herein shall preclude any party from performing any or all of the tasks contemplated under the Annual Operating Plan outside of this MOU. The Annual Operating Plan will be consistent with the terms and conditions of this MOU. Operations set forth in the Annual Operating Plan will be:

- 1) Sampling locations and events planned for the coming Operating Year;
- 2) List of the water quality parameters to be analyzed;
- 3) Initial schedule for completion of the analyses (including quality assurance review of the data), draft report completion and review/comment period, and submission of completed report (which Fort Collins will seek to complete by May 31st, or as soon thereafter as reasonably practicable), all scheduled dates of which may be revised as reasonably necessary;
- 4) Identification of the sampling locations and resulting data for which each party will be responsible for costs;
- 5) Estimated costs for the Operating Year attributed to each party, including credits for in-kind contributions;
- 6) Contact information for the Fort Collins staff person(s) overseeing the Program for the Operating Year; and
- 7) Any other pertinent information agreed upon by the parties.

5. **ANALYSES AND DATA.** The specific water quality parameters to be analyzed by Fort Collins in any Operating Year will be those set forth in the Annual Operating Plan, unless subsequently amended by the parties. As part of the analyses, all data will undergo quality assurance review prior to completion of the Annual Report or Five-Year Summary Report. Fort Collins will provide the current Operating Year’s data to all parties with the completed Annual Report or Five-Year Summary Report. All previous years’ data will be made available to the parties upon request. Fort Collins will also provide provisional data (data that has not yet undergone complete quality assurance review) to the parties upon request, provided that the provisional data is and remains marked as “provisional” and is requested and used by the parties

for purposes other than dissemination to the public. For the purposes of this MOU, providing provisional data to a party's consultant(s), or to the third-party contractor of a federal agency for a party's purposes is not considered to be dissemination to the public. The parties agree that no provisional data will be shared with the public, except as required by law. The parties further agree that, to the extent permitted by law, only data that has undergone a full quality assurance review will be made available to the public, and then upon request. It is the responsibility of the parties to ensure that all public reports do not contain provisional data. Nothing herein shall affect the obligations of a party to make disclosures to the extent required by law or court order, including, but not limited to, requirements under the Colorado Open Records Act, CRS §24-72-201 *et seq.*, and other Colorado and federal statutes, court rules, and administrative rules and regulations.

6. **SEASONAL WATER QUALITY UPDATES.** Fort Collins will prepare three seasonal water quality updates (Spring, Summer, Fall) each year. These updates will provide a summary of current Operating Year water quality and note relevant issues of concern to water quality and/or watershed condition.

7. **ANNUAL REPORT.** Fort Collins will prepare an Annual Report according to the schedule outlined in the Annual Operating Plan. The purposes of the Annual Reports are: to summarize hydrologic and water quality data and information for the Operating Year; to provide a comparison with water quality data and information from the preceding three years; to describe notable events and issues related to water quality; and to summarize the results of any special studies. All parties will be given an opportunity to provide feedback and edits on the draft report according to the schedule outlined in the Annual Operating Plan. The parties will work in good faith to address all comments on the draft report to produce a final report that is based on the available data and applicable scientific principles and practices. Where there is disagreement regarding any aspects of the draft report, the final report will identify the disagreement and fairly represent the various views thereof. Aspects of the draft report will only be omitted from the final report if they are not reasonably necessary to further the purposes of the report. Fort Collins will seek to complete the Annual Report by May 31st, or as soon thereafter as reasonably practicable as set forth in the Annual Operating Plan for the subject Operating Year.

8. **FIVE-YEAR SUMMARY REPORT.** Fort Collins will prepare a Five-Year Summary Report every five years according to the schedule outlined in the Annual Operating Plan. The first Five-Year Summary Report under this MOU will be due in 2023. The purposes of the Five-Year Summary Reports are the same as the Annual Report; the Five-Year Summary Reports also provide a more in-depth analysis of both spatial and temporal trends in watershed hydrology and water quality, including concentrations. All parties will be given an opportunity to provide feedback and edits on a draft report according to the schedule outlined in the Annual Operating Plan. The parties will work in good faith to address all comments on the draft report to produce a final report that is based on the available data and applicable scientific principles and practices. For the years in which a Five-Year Summary Report is due, a separate Annual Report will not be prepared. Fort Collins will seek to complete the Five-Year Summary Report by May 31st, or as soon thereafter as reasonably practicable as set forth in the Annual Operating Plan for the subject Operating Year.

9. **MEETINGS.** The parties will meet at least quarterly at an agreed time and place. The first quarterly meeting will be held no later than March 31st of each year. Each party will designate at least one representative who will attend the quarterly meeting, either in person or by telephone. Should the representative(s) be changed, a party shall provide fourteen (14) days written notice of the change to the other parties. Party representatives will, when possible, be staff members and not members of the governing body of a party. Persons associated with the parties other than the representative may attend the meetings. At the first quarterly meeting, the parties will discuss and approve an Annual Operating Plan for the current Operating Year.

10. **COSTS.** The parties will share the costs for the Program, as set forth in the Annual Operating Plan for each Operating Year. All costs will generally be split evenly between the parties, except for the costs associated with sampling locations and resulting data that are not relevant to a particular party. The parties will be credited for in-kind contributions to the Program for each Operating Year, including Fort Collins' oversight and coordination of the monitoring program (which does not include participation in the quarterly meetings under this MOU), costs for instrument maintenance and calibration, laboratory services, analysis of data and preparation of the Annual Reports and Five-Year Summary Reports. Because Fort Collins will generally provide more in-kind contributions than the other parties, Fort Collins will typically receive more credit for in-kind contributions and thus will need to invoice the other parties so that costs are shared equitably among the parties. The other parties shall pay such invoices within thirty (30) days of receipt unless and until they withdraw from this MOU.

11. **TERM, WITHDRAWAL, AND TERMINATION.** This MOU will be in effect on the last date it is signed by the parties and shall be perpetual unless either Fort Collins withdraws, or Greeley, the Soldier Canyon Authority, Thornton, and Northern Water withdraw. Any party may withdraw from this MOU by providing written notice to the other parties within fourteen (14) days after the first quarterly meeting in any Operating Year. Any party may also be withdrawn for failure to appropriate funds pursuant to Paragraph 13. If Greeley, the Soldier Canyon Authority, Thornton, or Northern Water withdraws from this MOU, the costs for which the withdrawing party was responsible shall be distributed among the remaining parties. Withdrawal from this MOU shall not relieve the withdrawing party from any obligations resulting from the party's previous participation, including responsibilities for costs, and shall not waive the withdrawing party's right to the receipt of data and reports resulting from the party's previous participation in the MOU.

12. **REMEDIES.** If a party fails to comply with the provisions of this MOU, the other parties, after providing written notice to the noncomplying party, and upon the failure of the noncomplying party to achieve compliance within twenty-eight (28) days, may seek to recover any costs for which the noncomplying party is responsible and specific performance.

13. **FISCAL CONTINGENCY.** Notwithstanding any other provision of this MOU to the contrary, the obligations of the Parties in fiscal years following the fiscal year in which this MOU is signed by the parties shall be subject to appropriation of funds sufficient and intended therefor, with each party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this MOU. Should any party fail to appropriate such funds, this MOU shall be terminated (if Fort Collins) or the party withdrawn from the MOU (if Greeley, the Soldier Canyon Authority, Thornton, or Northern Water) upon ninety (90) days written notice of the

failure to appropriate such funds, unless sufficient funds are thereafter appropriated prior to the termination of this MOU.

14. **WAIVER.** A waiver of a breach of any of the provisions of this MOU shall not constitute a waiver of any subsequent breach of the same or another provision of this MOU.

15. **NOTICES.** All notices will be given to the following listed below. Each party may change its address or contact information for notices under this MOU upon fourteen (14) days written notice to the other parties.

To Fort Collins:	City Manager City Hall West 300 LaPorte Avenue; P.O. Box 580 Fort Collins, Colorado 80522-0580
With copy to:	Fort Collins City Attorney 300 LaPorte Avenue; P.O. Box 580 Fort Collins, Colorado 80522-0580 epotyondy@fcgov.com
and to Staff:	Fort Collins Utilities Attn: Watershed Program Manager 700 Wood Street P.O. Box 580 Fort Collins, Colorado 80522-0580 rthorp@fcgov.com
To Greeley:	Rebecca Andrus Deputy Director, Operations and Maintenance Water and Sewer Department 1100 10th Street Greeley, Colorado 80631 rebecca.andrus@greeleygov.com
To Soldier Canyon Authority:	Mark Kempton Manager Soldier Canyon Water Treatment Authority 4424 Laporte Fort Collins, Co 80521 mkempton@soldiercanyon.com
To Thornton:	City Manager City of Thornton 9500 Civic Center Drive Thornton, CO 80229
With a copy to:	City Attorney City of Thornton

9500 Civic Center Drive
Thornton, CO 80229

and to staff:

City of Thornton, Infrastructure Department
c/o Executive Director-Infrastructure
12450 North Washington Street
Thornton, Colorado 80241

To Northern Water:

Northern Water
c/o Jen Stephenson, Water Quality Dept. Manager
jstephenson@northernwater.org
c/o Anna Hermes, Senior Watershed Scientist
ahermes@northernwater.org
220 Water Avenue
Berthoud, CO 80513

With a copy to:

Northern Water's Counsel
Trout Raley
c/o Michael Kopp, Esq.
1120 Lincoln Street, Suite 1600
Denver, CO 80203

16. **ASSIGNMENT.** No assignment of this MOU shall be made by any party without written approval by the remaining party or parties.

17. **CONSTRUCTION.** This MOU shall be construed according to its fair meaning as it was intended by the parties. Captions and headings in this MOU are for convenience and reference only and shall in no way define, limit, or prescribe the scope or intent of any provision of this MOU. The invalidity or unenforceability of any provision of the MOU shall not affect any other provision of this MOU, which shall thereafter be construed in all respects as if the invalid or unenforceable provision were omitted.

18. **ENTIRE AGREEMENT.** This MOU constitutes the entire agreement of the parties regarding the matters addressed herein.

19. **REPRESENTATIONS.** Each party represents to the other parties that it has the power and authority to enter into this MOU and the individuals signing below on behalf of each party have the authority to execute this MOU on its behalf and legally bind that party.

[Remainder of Page Left Blank Intentionally]

CITY OF FORT COLLINS, COLORADO, a Colorado municipal corporation

By: _____
Kelly DiMartino, City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Eric R. Potyondy, Assistant City Attorney
City Attorney's Office

Date: _____

THE CITY OF GREELEY, COLORADO, a Colorado municipal corporation

APPROVED AS TO SUBSTANCE:

By: _____
Raymond Lee III , City Manager

Date: _____

AVAILABILITY OF FUNDS:

By: _____
John Karner, Director of Finance

Date: _____

APPROVED AS TO LEGAL FORM

By: _____
Doug Marek, City Attorney

Date: _____

SOLDIER CANYON WATER TREATMENT AUTHORITY, a political subdivision of the State of Colorado

By: _____
Chris Pletcher, Authority Chairman

Date: _____

CITY OF THORNTON, COLORADO, a Colorado home rule municipality

Date: _____

Kevin S. Woods
City Manager
City of Thornton

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

Tami Yellico, City Attorney

**NORTHERN COLORADO WATER CONSERVANCY DISTRICT, a political subdivision
of the State of Colorado**

By: _____
Bradley D. Wind, P.E., General Manager

Date: _____