

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

**Thursday January 11, 2024**

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

1. Call to Order 10:00 AM
2. Meeting Minutes for December 14, 2023 - **Action Item – Approve Minutes** - “Motion to approve the minutes from the meeting on December 14<sup>th</sup>, 2023”.
3. Financial Update – Brenda Griffith, **Action Item - Approve Financial Report** - “Motion to approve the SCWTA November 2023 Financial Report”.
4. Manager’s Update – Mark Kempton.
5. Munroe Canal Loss Study Change Order Request – Richard Raines, **Action Item - Approve Change Order** - “Motion to approve the Munroe Canal Loss Study Change Order”.
6. Changeover of Board Chairman, Vice Chairman, and Treasurer positions - Mark Kempton, **No Action Required**.
  - a. Per Section 8 (d) the Authority Bylaws - 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.
7. 2024 Administration Resolution – Mark Kempton, **Action Item - Approve Resolution** - “Motion to approve the 2024 Administration Resolution”.
8. Authority Creation Agreement – Mark Kempton, follow up on signatures - **No Action Required**.
9. IGA with Fort Collins for the PVP Sed Basin – Mark Kempton, **Action Item - Approve IGA** - “Motion to approve the IGA with the City of Fort Collins for the PVP Sed Basin”.
10. Allottee name change petition with Northern Water for the PVP – Mark Kempton, **Action Item - Approve the Northern Water Allottee Name Change Petition** - “Motion to approve the Northern Water Allottee Name Change Petition for the PVP”.
11. CORA Public Records Request Policy Resolution – Mark Kempton, **Action Item - Approve Resolution** - “Motion to approve the CORA Public Records Request Policy Resolution”.
12. Other Business:

**The next scheduled Authority Board Meeting is February 8, 2024, at 10:00 a.m.**

**Soldier Canyon Water Treatment Authority**  
**Board Meeting**  
**December 14, 2023**

**Present at the meeting:**

Board Chairman, Eric Reckentine, NWCWD Manager  
Board Vice Chairman, Chris Pletcher, FCLWD Manager  
Board Treasurer, Mike Scheid, ELCO Manager  
Board Director, Scott Cockroft, NWCWD Director  
Mark Kempton, SCWTA Manager  
Richard Raines, SCWTA Water Resources Manager  
Jacob Stephani, SCWTA O & M Superintendent  
Brenda Griffith, SCWTA Office Administrator

**The meeting was called to order at 9:50 a.m. by Board Chairman Eric Reckentine.**

**Business Conducted**

**1. Minutes from November 9, 2023, Soldier Canyon Water Authority Board Meetings**

Minutes from the November 9, 2023, meeting were presented. Chris Pletcher made a motion to approve the minutes. Scott Cockroft 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 October 2023 O&M expenses and the financial dashboard. Mike Scheid made a motion to approve the financial reports. Chris Pletcher 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. Staff End of Year Bonus**

Chris Pletcher made a motion to give Soldier Canyon employees a \$1,000.00 Christmas bonus. Mike Scheid seconded the motion. The motion was unanimously approved.

**5. Other Business**

- a. Mark Kempton followed up with FCLWD and NWCWD regarding the review of ELCO's changes to the Amended Creation Agreement. NWCWD needs more time to review.
- b. Schedule Authority Manager Annual Performance Review – January 5, 2024, at 8:00 a.m. at Vern's

**6. Adjournment**

Mike Scheid made a motion to adjourn the meeting. Scott Cockroft seconded the motion.

The motion was unanimously approved, and the meeting was adjourned at 10:16 a.m.

Respectfully submitted,

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Mark Kempton – Board Secretary, Soldier Canyon Water Treatment Authority

Approved by Authority Board

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Eric Reckentine - Board Chairman, Soldier Canyon Water Treatment Authority

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

December 2023

Date	Num	Name	Memo	Amount
<b>Dec 23</b>				
12/04/2023	Auto pay	Silver Peaks Accounting	Dec. A/P - Monthly Fee	-1,000.00
12/11/2023	6427	A-Z Safety Supply	Nov. A/P - Safety	-1,482.78
12/11/2023	6428	A.R.C. Incorporated	Dec. A/P - Cleaning Services	-480.38
12/11/2023	6429	Airgas	Nov. A/P - Breathing air	-45.62
12/11/2023	Auto pay	American Heritage Life Ins. Co.	Nov. A/P - Voluntary Ins.	-184.56
12/11/2023	6430	Capital Business Systems	Nov. A/P - Lab & Shop Printer	-31.44
12/11/2023	6431	CEBT	Nov. A/P - Nov. Ins.	-20,492.11
12/11/2023	6432	CenturyLink2	Nov. A/P - Phones	-66.82
12/11/2023	6433	Colorado Analytical	Nov. A/P - Samples	-105.00
12/11/2023	6434	Ditesco	R&R - Filters 5-8, Backup Generator	-11,402.30
12/11/2023	6435	Employers Council Services, Inc.	Nov. A/P - new employee checks	-263.50
12/11/2023	6436	Evoqua Water Technologies	Nov. A/P - Maint. Sup.	-1,520.00
12/11/2023	6437	Frank Parts Company	Nov. A/P - Auto parts/sup.	-368.05
12/11/2023	6438	GK Techstar	Nov. A/P - Maint. Sup.	-950.00
12/11/2023	6439	Grainger	Maint. Sup.	-544.53
12/11/2023	6440	Graphic Products	Nov. A/P - label printer tape	-447.39
12/11/2023	6441	Greystone Technology	Server Replacement, IT Mgmt, Cloud Services	-7,548.75
12/11/2023	6442	HACH Company	Lab Sup.	-4,095.50
12/11/2023	6443	Harcros Chemicals Inc	Soda Ash	-31,299.63
12/11/2023	6444	HDR Engineering, Inc.	Nov. A/P - R & R 20 Year Master Plan	-16,136.92
12/11/2023	6445	Hensel Phelps Construction Co.	R&R - Decant pond 2, Filters 5-8, Generator	-93,914.88
12/11/2023	6446	Jax Inc. Mercantile Company	Nov. A/P - Uniforms, Maint. Sup.	-499.80
12/11/2023	6447	Kelly Supply Company	Nov. A/P - Maint. Sup.	-1,672.89
12/11/2023	6448	Laporte Hardware	Nov. A/P - Maint. Sup.	-136.85
12/11/2023	6449	Larimer County Solid Waste Mgmt	Nov. A/P - Plant clean up	-129.50
12/11/2023	6450	ODP Business Solutions	Office Sup.	-203.99
12/11/2023	6451	ONEPOINTSINC	Nov. A/P - Phones	-220.55
12/11/2023	pd online	Phillips 66 CO/SYNCB	Nov. - Fuel	-195.34
12/11/2023	6452	Poudre Valley COOP	Nov. A/P - Fuel	-404.83
12/11/2023	6453	Ryan Herco	Maint. Sup.	-472.56

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

December 2023

Date	Num	Name	Memo	Amount
12/11/2023	6454	Sam's Club	Nov. A/P - Misc Admin/Ops Sup.	-329.56
12/11/2023	6455	Schroeder Tire	Nov. A/P - New tires for boom truck	-1,845.28
12/11/2023	pd online	Shell	Nov. A/P - Fuel	-232.87
12/11/2023	6456	Special District Association	Nov. A/P - 2024 Dues	-1,237.50
12/11/2023	6457	US Bank	Nov. A/P - Copier Lease	-583.95
12/11/2023	6458	USALCO	Nov. A/P - CC2000	-17,301.60
12/11/2023	6459	Verizon Wireless	Nov. A/P - Cell phones	-481.05
12/11/2023	6460	VWR International, Inc.	Nov. A/P - Lab Sup.	-21.63
12/11/2023	6461	Wal-Mart	Misc. Ops. Sup.	-45.54
12/11/2023	Auto pay	Waste Management of No. Colo	Nov. A/P - Trash/Recycling	-749.97
12/11/2023	6462	Winlectric	Nov. A/P - Electrical Sup.	-345.20
12/11/2023	pd online	Xcel Energy	Nov. A/P - Electric & Gas	-4,089.99
12/11/2023	6463	Xerox Business Solutions	Nov. A/P - Contract overage charge	-11.68
12/11/2023	6464	US Standard Products	Dec. A/P - Safety Sup.	-5,384.04
12/12/2023	Auto pay	BASIC Benefits	HRA Accts. Monthly fee	-50.00
12/12/2023	6470	DPC Industries, Inc.	Nov. A/P - chlorine	-8,573.60
12/12/2023	6477	Ayres Associates Inc	Nov. A/P - Munroe System Water Loss Study	-7,204.27
12/12/2023	6478	Ditesco	Nov. A/P - Overland Ponds	-1,205.00
12/12/2023	6479	Larimer County Canal NO. 2 Irrigating C	Nov. A/P - Legal fees - repair diversion structure	-170.26
12/12/2023	6480	Lyons Gaddis Attorneys & Counselors	Nov. A/P - General	-2,326.62
12/12/2023	6481	NCWCD	Nov. A/P - 2023 C-BT Carryover	-330,163.56
12/12/2023	6482	North Poudre Irrigation Co.	Nov. - 2023 Diversions at the Munroe Canal to P	-3,314.84
12/13/2023	6485	First National Bank	Maint. Sup., Uniforms, Training, Off. Sup.	-7,722.19
12/13/2023	6486	First National Bank Omaha	Nov. A/P - Auto	-263.55
12/13/2023	Pd online	Xcel Energy	Nov. A/P - Electric & Gas	-2,437.31
12/19/2023	6487	FEDEX	Shipping	-86.56
12/19/2023	6488	Greystone Technology	Nov. A/P - Cloud Services	-435.48
12/19/2023	6489	Logical Systems, LLC	Nov. A/P - R & R Stratus Server Upgrade	-1,477.70
12/19/2023	pd online	Xcel Energy	Nov. A/P - Electric & Gas	-8,050.88
12/19/2023	6490	Xylem Water Solutions	Dec. A/P - Filter Nozzle Caps	-4,561.10
<b>Dec 23</b>				<b><u>-607,019.25</u></b>

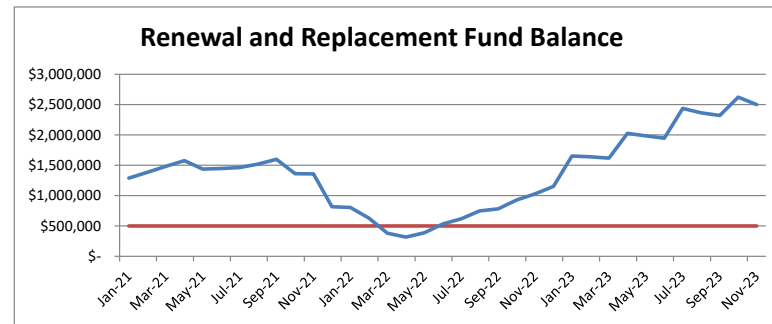
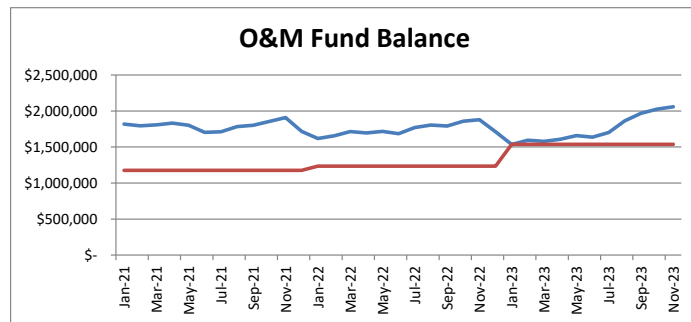
**Soldier Canyon Water Treatment Authority**  
**Custom Transaction Detail Report**

December 2023

Date	Num	Name	Memo	Amount
		Plant expenses that aren't normal monthly expenses		
		Chemicals		
		Renewal & Replacement		
		Water Resources		

	Months												YTD Total	Budget	% To Budget
	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23			
<b>Revenue Total</b>	968,282	463,025	464,463	971,141	503,442	501,943	1,058,163	543,607	539,976	993,826	476,361	-	7,484,229	8,154,204	91.78%
<i>Fixed O&amp;M Revenue Total</i>	400,936	400,936	400,936	400,936	400,936	400,936	400,936	400,936	400,936	400,936	400,936	400,936	4,410,296	4,811,235	91.67%
<i>Variable O&amp;M Revenue Total</i>	61,794	55,287	58,635	64,235	97,279	95,852	144,565	137,064	133,533	86,150	55,253	-	989,647	1,338,719	73.92%
<i>Renewal and Replacement Revenue Total</i>	500,999	-	-	500,999	-	-	500,999	-	-	500,999	-	-	2,003,996	2,004,000	100.00%
<i>Misc./Interest Income</i>	4,553.00	6,802.00	4,892.27	4,971	5,227	5,155	11,663	5,607	5,507	5,741	20,172	-	80,290	250	321.1611
<b>Expenses Total</b>	676,279	418,830	501,775	533,725	494,157	561,876	503,486	453,357	481,251	630,882	567,719	-	5,823,337	7,850,549	74.18%
<i>Fixed O&amp;M Expenses</i>	556,678	379,324	384,955	366,799	285,290	397,403	307,184	306,365	293,948	311,166	371,745	-	3,960,857	4,811,235	82.33%
<i>Variable O&amp;M Expenses</i>	119,601	25,161	95,753	74,094	167,558	124,860	185,874	74,746	142,474	121,856	73,042	-	1,205,019	1,035,314	116.39%
<i>Energy Expenses</i>	17,248	17,447	14,084	10,321	9,669	9,767	9,673	4,875	9,709	6,793	15,868	-	125,454	105,969	118.39%
<i>Chemical Expenses</i>	102,353	7,714	81,669	63,773	157,888	114,913	176,201	69,871	132,765	115,063	57,175	-	1,079,385	1,232,750	87.56%
<i>Renewal and Replacement Expenses</i>	-	14,345	21,067	92,832	41,309	39,613	10,428	72,246	44,829	197,860	122,932	-	657,461	2,004,000	32.81%

**Reserves**



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

2,058,720
1,537,489
521,231

2,499,983
500,000
1,999,983

# Soldier Canyon Water Treatment Authority

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

***Thursday, January 11, 2024***

- Backup Generator project:
  - Delivered and set Generator on January 4<sup>th</sup>, 2024.
- Filters 5-8:
  - Filter gallery piping demo complete.
  - Blasting and coating filter walls complete.
  - Waiting on Sherwin Williams wall coatings. Scheduled to begin coating next week.
- HDR – 20-Year Master Plan:
  - Delivered Draft Levels of Service memo.
  - Delivered Draft Raw Water Hydraulic Analysis memo.
  - Delivered Draft Condition Assessment memo.
- The Plant is now connected to Fort Collins Connexion Internet – Upgraded from 25 Mbps to 250 Mbps. Also, looking into switching our Internet phone service to Connexion.
- Business side Windows server successfully replaced. We are now up to date on all Windows security patches.
- Discussions with Fort Collins about new lining for the PVP Sed Basin – Looking at a UV resistant Polyurea liner. The existing HDPE liner has multiple holes.



# SOLDIER CANYON FILTER PLANT

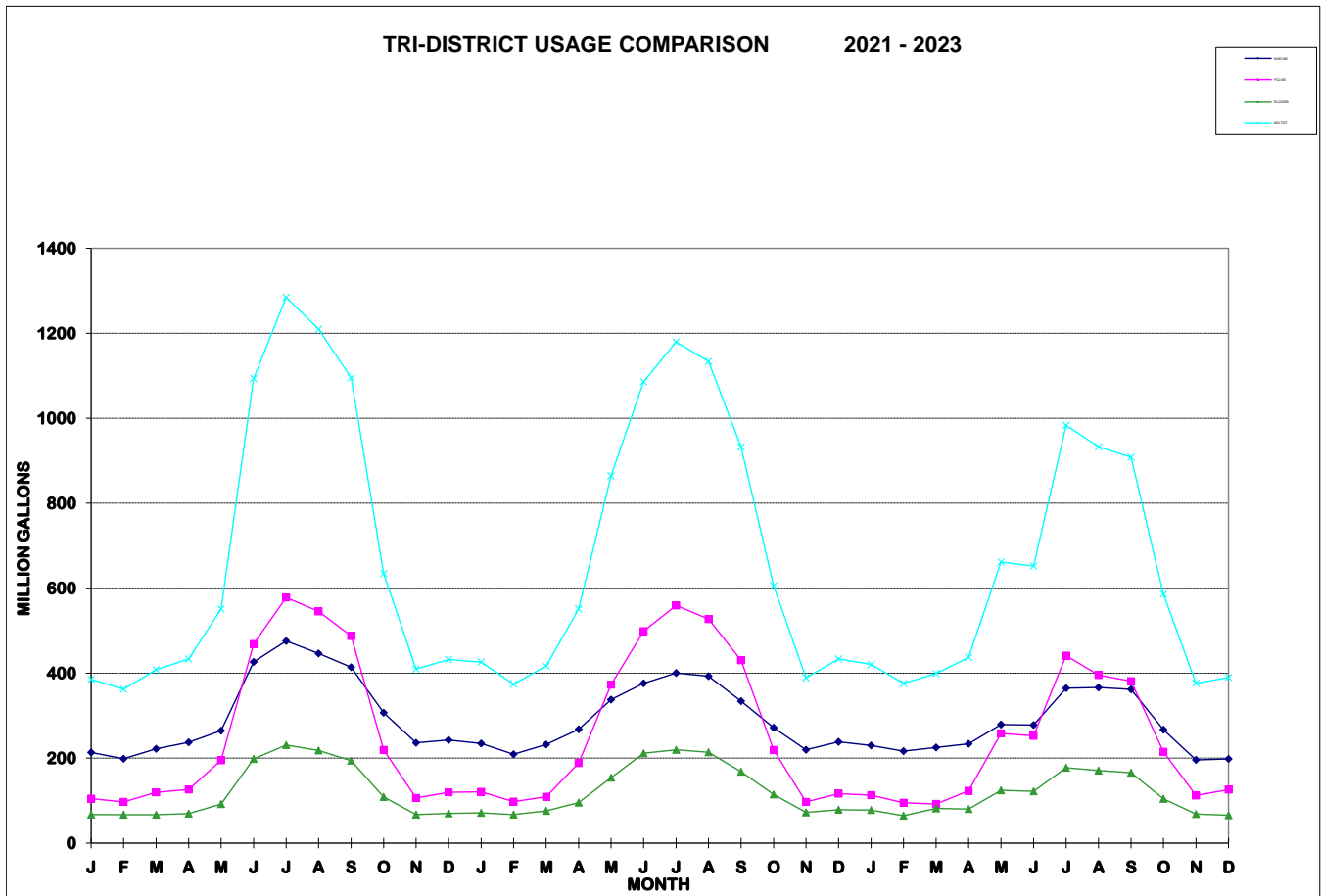
## 3 YEAR COMPARITIVE USAGE

### TRI-DISTRICTS

2021 - 2023

[3yruse2003.xls]

MONTH	NWCWD			FCLWD			ELCOWD			MO. TOTAL		
	2021	2022	2023	2021	2022	2023	2021	2022	2023	2021	2022	2023
JAN.	213.232	234.429	229.737	104.782	120.573	113.018	67.179	71.023	77.609	385.193	426.025	420.364
FEB.	198.610	209.077	216.632	96.767	97.666	95.005	66.857	67.231	64.464	362.234	373.974	376.101
MAR.	221.902	232.206	225.289	119.593	108.830	92.041	66.593	75.633	81.548	408.088	416.669	398.878
APR.	237.188	267.526	233.848	126.389	188.202	122.963	69.689	95.364	80.160	433.266	551.092	436.971
MAY	264.431	337.491	278.952	195.029	372.881	258.403	91.809	153.949	124.410	551.269	864.321	661.765
JUN.	426.419	375.998	277.756	468.780	498.690	252.339	198.058	211.301	121.959	1093.257	1085.989	652.054
JUL.	475.675	400.401	364.832	577.994	559.459	441.348	230.767	219.816	177.254	1284.436	1179.676	983.434
AUG.	446.326	392.969	366.326	545.214	527.105	395.514	218.222	213.667	170.571	1209.762	1133.741	932.411
SEP.	414.085	334.021	361.829	487.309	430.478	381.019	193.749	167.893	165.541	1095.143	932.392	908.389
OCT.	306.612	271.670	266.970	219.058	219.380	214.922	108.798	114.438	104.165	634.468	605.488	586.057
NOV.	236.168	219.703	195.702	106.260	96.875	112.003	67.336	72.121	68.163	409.764	388.699	375.868
DEC.	242.592	238.439	198.292	119.446	116.273	125.647	69.906	78.550	65.667	431.944	433.262	389.606
YR.TOT	3683.240	3513.930	3216.165	3166.621	3336.412	2604.222	1448.963	1540.986	1301.511	8298.824	8391.328	7121.898



## Tri-Districts Monthly Flows (MGD)

December 2023

HT 1st Reading	01/01/24	20034452
HT 1st Reading	12/01/23	19644846

### 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
12/1/2023	1.673	3.945	6.350	11.968	17.070	13.384	0.000	13.384
12/2/2023	2.116	5.010	6.097	13.223	18.380	14.530	0.000	14.530
12/3/2023	2.260	4.960	6.732	13.952	19.300	13.874	0.000	13.874
12/4/2023	1.723	4.210	6.498	12.431	17.440	14.066	0.000	14.066
12/5/2023	2.443	3.515	6.677	12.635	14.980	12.088	0.000	12.088
12/6/2023	2.168	4.297	6.482	12.947	18.000	13.320	0.000	13.320
12/7/2023	1.708	3.810	6.428	11.946	15.060	12.372	0.000	12.372
12/8/2023	2.181	3.391	6.854	12.426	15.010	13.452	0.000	13.452
12/9/2023	2.228	2.771	6.128	11.127	15.060	11.224	0.000	11.224
12/10/2023	1.861	2.819	6.705	11.385	14.680	11.096	0.000	11.096
12/11/2023	1.990	3.528	6.731	12.249	17.160	13.548	0.000	13.548
12/12/2023	2.130	2.968	6.229	11.327	14.910	12.136	0.000	12.136
12/13/2023	2.222	3.409	6.011	11.642	14.770	10.928	0.000	10.928
12/14/2023	1.630	3.269	5.580	10.479	16.040	12.084	0.000	12.084
12/15/2023	2.139	3.447	5.992	11.578	14.920	12.156	0.000	12.156
12/16/2023	2.199	3.829	5.766	11.794	15.140	10.996	0.000	10.996
12/17/2023	1.783	3.299	6.004	11.086	15.190	11.372	0.000	11.372
12/18/2023	2.229	4.279	6.216	12.724	14.870	12.396	0.000	12.396
12/19/2023	2.257	3.065	5.696	11.018	20.210	13.402	0.000	13.402
12/20/2023	2.159	4.606	6.114	12.879	14.960	12.206	0.000	12.206
12/21/2023	1.726	3.336	6.218	11.280	16.440	12.000	0.000	12.000
12/22/2023	2.185	4.641	5.774	12.600	14.950	12.242	0.000	12.242
12/23/2023	2.233	3.450	6.075	11.758	15.000	12.826	0.000	12.826
12/24/2023	1.656	4.629	5.530	11.815	15.020	12.400	0.000	12.400
12/25/2023	2.081	4.119	5.756	11.956	14.870	12.120	0.000	12.120
12/26/2023	2.232	5.542	5.951	13.725	16.160	13.400	0.000	13.400
12/27/2023	2.066	4.403	5.916	12.385	17.370	13.502	0.000	13.502
12/28/2023	1.716	4.406	6.029	12.151	17.490	13.574	0.000	13.574
12/29/2023	2.170	3.928	6.036	12.134	14.910	12.170	0.000	12.170
12/30/2023	2.184	4.505	5.856	12.545	14.840	12.572	0.000	12.572
12/31/2023	1.675	3.203	5.878	10.756	14.980	12.170	0.000	12.170
Minimum	1.630	2.771	5.530	10.479	14.680	10.928	0.000	10.928
Maximum	2.443	5.542	6.854	13.952	20.210	14.530	0.000	14.530
Average	2.033	3.890	6.139	12.062	15.974	12.568	0.000	12.568
Metered Usage	<b>63.023</b>	<b>120.589</b>	<b>190.309</b>	<b>373.921</b>		<b>389.606</b>	<b>0.000</b>	<b>389.606</b>
% Used	16.85	32.25	50.90	100.00				
MG Difference	2.644	5.058	7.983	15.685				
<b>Total Usage</b>	<b>65.667</b>	<b>125.647</b>	<b>198.292</b>	<b>389.606</b>				
						Influent-Effluent Difference (MG)		<b>15.685</b>
						Influent-Effluent Difference (%)		<b>4.03</b>

### 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 %
<b>TOTAL</b>	<b>60.000</b>	<b>100.000 %</b>

# Munroe System Loss Study 2023 – Scope of Work – Amendment 1

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**OBJECTIVE:** Collect project overages related to increased equipment rental fees compared to last year and additional time spent coordinating with equipment rental companies following the unavailability of our initial supplier. Items were discussed and approved at a meeting between representatives from Ayres and Tri-Districts on December 7<sup>th</sup>, 2023. Noted tasks, descriptions, and fees are presented below.

## Task 1 – Overages

- 1.1 **Additional Costs.** Rental prices for the RS5 ADCP have unexpectedly increased from last year. The RS5 system was also not available during the high flow measurement dates, therefore a slightly more expensive M9 ADCP had to be rented. This includes mileage from driving to Denver to pick up the M9 system.
- 1.2 **Additional Coordination.** Due to the unavailability of the RS5 ADCP during high flow measurements, additional time was spent coordinating with various rental equipment companies to secure a flow measurement device.

Task #	Task Name	Project Fee	Directs	Labor	Total Hours	Project Manager I		
						Armstrong	Rogers	Smith
					Staff Rates	\$150.00	\$120.00	\$105.00
	<b>Munroe System Loss 2023 - Amendment</b>	<b>\$2,656</b>	<b>\$1,224</b>	<b>\$1,431</b>	<b>11</b>	<b>2</b>	<b>8</b>	<b>1</b>
<b>Task 1</b>	<b>Equipment Costs and Coordination</b>	<b>\$2,656</b>	<b>\$1,224</b>	<b>\$1,431</b>	<b>11</b>	<b>2</b>	<b>8</b>	<b>1</b>
1.1	Additional Costs	\$1,224	\$1,224	\$0	0			
1.2	Additional Coordination	\$1,431	\$0	\$1,431	11	2	8	1

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
SOLDIER CANYON WATER TREATMENT AUTHORITY**

**RESOLUTION NO. 2024 - 01**

**ANNUAL ADMINISTRATIVE RESOLUTION**

WHEREAS, the Soldier Canyon Water Treatment Authority (the “Authority”) was established as a water authority pursuant to the Soldier Canyon Water Treatment Authority Creation Agreement by and among East Larimer County Water District, Fort Collins-Loveland Water District, and North Weld County Water District, effective February 1, 2017 (the “IGA”), as authorized by § 29-1-204.2, C.R.S.; amended in April 2019 and January 2024.

WHEREAS, the terms of the IGA require the Authority, in carrying out its purposes, shall observe and comply with the statutes and laws applicable to a water district organized and operated pursuant to Article 1, Title 32, C.R.S.; and

WHEREAS, the Board of Directors of the Authority (the “Board”) has a duty to perform certain obligations in order to assure the efficient operation of the Authority; and

WHEREAS, the directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a)(I) and (II), C.R.S.; and

WHEREAS, § 32-1-103(15), C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the county in which the Authority is located; and

WHEREAS, § 24-6-402(2)(c), C.R.S., specifies the duty of the Board at its first regular meeting of the calendar year to designate a public posting place within the boundaries of the Authority for notices of meetings, in addition to any other means of notice; and

WHEREAS, § 32-1-903, C.R.S., states that the Board shall meet regularly at a time and in a location to be designated by the Board; and special meetings shall be held as often as the needs of the Authority require, and such meetings may be held (A) (1) telephonically; (2) electronically; or (3) by other means not including physical presence but must provide a method for members of the public to attend the meeting: or (B) at a physical location within the boundaries of the Authority or which are within the boundaries of any county in which the Authority is located, or, in any county so long as the meeting location does not exceed twenty miles from the Authority’s boundaries, unless an appropriate resolution to hold the meeting in another location is adopted by the Board and notice appears on the meeting agenda; and

WHEREAS, § 32-1-903(2), C.R.S., requires that notice of the time and place designated for all regular and special meetings shall be in accordance with § 24-6-402, C.R.S., on a website or other online presence of the Authority which complies with the statutory criteria, or at a

physical posting location as designated by the Board and within the limits of the Authority at least 24 hours prior to said meeting; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the Authority may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, the IGA requires the Treasurer and any other officer, employee, or agent of the Authority charged with the responsibility for the custody of any funds or property to give a bond in such sum and with such surety, if any, as the Board determines; and

WHEREAS, § 32-1-104.8, C.R.S., requires the Authority to record a special district public disclosure document and a map of the boundaries of the Authority with the County Clerk and Recorder of each county in which the Authority is located, and at any time thereafter that an order confirming the inclusion of property into the Authority is recorded; and

WHEREAS, § 32-1-306, C.R.S. requires the Authority to file a current, accurate map of its boundaries with the Division of Local Government, the County Clerk and Recorder and the County Assessor on or before January 1 of each year; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities must file an annual report with the Department of Local Affairs; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the Authority is not in excess of \$100,000, the Authority may file an exemption from audit with the State auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the Authority is at least \$100,000 but not more than \$750,000 the Authority may, with the approval of the State Auditor, file an exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the Authority shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer; and

WHEREAS, the Authority's directors are governed by § 32-1-902(3), C.R.S., which requires such director to disqualify himself or herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law, and by the provisions of the Colorado Code of Ethics, §§ 24-18-101, *et seq.*, C.R.S., which provide rules of conduct concerning public officials and their fiduciary duties; and

WHEREAS, the IGA requires the Board to elect officers, including a Chair, a Vice-Chair, a Treasurer, and a Secretary; and

WHEREAS, pursuant to the terms of the IGA, the Board has the power and responsibility to delegate powers and responsibilities to the Authority Manager to oversee and manage business and affairs of the Authority; and

WHEREAS, the Board desires to appoint legal counsel for the Authority to assist with providing legal services and to assist with the operation of the Authority; and

WHEREAS, the Board desires to appoint an accountant for the Authority to assist with providing financial services and to assist with the financial operations of the Authority, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed Authority budget by October 15, pursuant to §§ 29-1-104 and 29-1-103(3)(d), C.R.S.; and

WHEREAS, the IGA requires the Board to keep records of the Authority's proceedings and comply with open records laws, including § 24-72-201, *et seq.*, C.R.S.

WHEREAS, pursuant to § 29-1-205, C.R.S., the Authority must prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions.

WHEREAS, pursuant to § 24-71.3-101, *et seq.* C.R.S., The Uniform Electronic Transaction Act, parties may agree to conduct transactions by electronic means relating to business, commercial and governmental affairs, and that for all documents covered by the Act, if a law requires a record to be in writing, an electronic record satisfies the law; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SOLDIER CANYON WATER TREATMENT AUTHORITY AS FOLLOWS:

1. The Board determines that each director serving a term of office shall receive compensation of \$100 per meeting, up to a maximum of \$2,400 per calendar year for services as director. Board members may also voluntarily decline compensation.

2. The Board designates the *Fort Collins Coloradoan* as the newspaper of general circulation within the county of the Authority and directs the Authority Manager to publish and/or physically post legal notices in accordance with the terms of the IGA and applicable statutes. The Board designates 4424 Laporte Avenue, Fort Collins, Colorado and [www.soldiercanyon.com](http://www.soldiercanyon.com) as the location the Authority will post notices of meetings.

3. The Board determines to hold regular meetings at 10:00 a.m. on the second Thursday of each month at the Soldier Canyon Filter Plant located at 4424 Laporte Avenue, Fort Collins, Colorado 80521 and/or by audioconference/teleconference.

4. The Boards direct legal counsel to obtain and maintain insurance for the Authority, to insure the Directors acting within the scope of employment by the Board against

all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the Authority or its Board. The Board directs the Authority's accountant to pay the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner. Additionally, the Board directs legal counsel to obtain bonds or equivalent insurance coverage for specific individuals as required by the Board and in the amounts specified by the Board, as necessary.

5. The Board directs legal counsel to file the Special District Public Disclosure Document and map with Larimer County Clerk and Recorder any time that the Authority records an Order of Inclusion with the County Clerk and Recorder.

6. The Board directs legal counsel to file an accurate boundary map with the Division of Local Government, the Larimer Clerk and Recorder and County Assessor, as may be required by statute.

7. The Board designates the accountant to serve as the budget officer, and to submit a draft proposed budget to the Board by August 15 for the following year, and, in cooperation with legal counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado. The final budget is to be adopted by the Board by September 15 of each year.

8. The Board directs legal counsel to prepare and file the annual public securities report for nonrated public securities issued by the Authority, with the Department of Local Affairs on or before March 1.

9. The Board directs the auditor to prepare or cause to be prepared for filing with the State Auditor either an Audit Exemption and Resolution for approval of Audit Exemption for the prior fiscal year by March 31; or an audit of the financial statements by June 30; further, the Board directs that the Audit be filed with the State Auditor by July 31.

10. The Board directs the Authority's Manager to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions.

11. The Board directs legal counsel to prepare the Unclaimed Property Act report as needed and forward the report to the State Treasurer by November 1.

12. The Authority hereby acknowledges, in accordance with the IGA, the following officers for the Authority:

Chairman of the Board:	Chris Pletcher
Vice-Chair of the Board:	Mike Scheid
Treasurer of the Board:	Eric Reckentine
Secretary of the Board:	Mark Kempton

13. The Board directs legal counsel to file conflict of interest disclosures provided by Board members with the Secretary of State 72 hours prior to the first meeting of the Board and thereafter as directed by Board member(s). In addition, written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State.

14. In accordance with §8-13.3-202, *et seq.*, C.R.S., the Board directs the Authority Manager to bring the matter of revisiting the Board's previous decision to decline participation in the Family and Medical Leave Insurance Act before a future Board by no later than eight years from the date of the vote on such resolution.

15. The Board reaffirms those powers and responsibilities previously delegated to the Authority Manager, including managing all personnel of the Authority, entering into contracts, and expending funds.

16. The Board appoints the Authority Manager as the official custodian for the maintenance, care and keeping of all public records of the Authority.

17. The Board appoints the law firm of Seter & Vander Wall, P.C., as legal counsel for the Authority.

18. The Board appoints the firm of Silver Peaks Accounting Services to serve as the Authority's accountant and to provide accounting services for the Authority.

19. The Board appoints the firm of Baker Tilly US, LLP to serve as the Authority's auditor.

20. The Board authorizes its consultants to conduct transactions by electronic means to the extent allowed by the Uniform Electronic Transactions Act.

Whereupon, the motion was seconded, and unanimously carried, the resolution was adopted presented.

APPROVED AND ADOPTED this 11<sup>th</sup> day of January 2024, by the Board of Directors of the Soldier Canyon Water Treatment Authority.

SOLDIER CANYON WATER TREATMENT  
AUTHORITY

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Authority Chairman



Attest:

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Secretary

**AGREEMENT BETWEEN THE CITY OF FORT COLLINS AND  
THE SOLDIER CANYON WATER TREATMENT AUTHORITY  
REGARDING THE PLEASANT VALLEY PIPELINE  
MUNROE TURNOUT SCREEN AND SEDIMENTATION BASIN**

This Agreement is entered into by and between the following Parties: the City of Fort Collins, Colorado, a home rule municipality (“Fort Collins”); and the Soldier Canyon Water Treatment Authority, a political subdivision of the state of Colorado (“Soldier Canyon Authority” as that term is further described in Recital C).

**RECITALS**

A. Fort Collins is a home rule municipality that owns and operates Fort Collins Utilities, which delivers potable water to customers in its water service area.

B. The Tri-Districts comprise: the East Larimer County Water District, a political subdivision of the State of Colorado (“ELCO”); the Fort Collins-Loveland Water District, a political subdivision of the State of Colorado (“FCLWD”); and the North Weld County Water District, a political subdivision of the State of Colorado (“NWCWD”). Each of the Tri-Districts is a special district formed under Title 32 of the Colorado Revised Statutes that deliver potable water to customers in their respective service areas.

C. The Tri-Districts formed the Soldier Canyon Authority through the *Soldier Canyon Water Treatment Authority Creation Agreement*, effective date February 1, 2017. The Soldier Canyon Authority is the successor to previous arrangements for water treatment among the Tri-Districts, including the Soldier Canyon Filter Plant, a political subdivision and public corporation of the State of Colorado. All such entities are collectively referred to herein as the “Soldier Canyon Authority.”

D. The Northern Colorado Water Conservancy District (“Northern Water”) owns the Pleasant Valley Pipeline Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. §§37-45.1-101 *et seq.* (“PVP Enterprise”).

E. The PVP Enterprise owns the Pleasant Valley Pipeline (“PVP”), which was completed in 2004. Fort Collins<sup>1</sup> and the Soldier Canyon Authority (as the successor to the Soldier Canyon Filter Plant)<sup>2</sup> each have allotment contracts with the PVP Enterprise. Among other things, such allotment contracts include rights to use the Munroe Canal and the PVP.

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<sup>1</sup> Fort Collins has an Allotment Contract with the PVP Enterprise, with the original contract dated February 28, 2003, an amendment dated May 30, 2006, and a supplement dated January 20, 2014 (collectively, “Fort Collins’ Allotment Contract”).

<sup>2</sup> The Soldier Canyon Water Treatment Authority as successor in interest to the Soldier Canyon Filter Plant has an Allotment Contract with the PVP Enterprise, with the original contract dated February 28, 2003, an amendment dated October 2, 2012, and supplement dated February 10, 2014 (collectively, “Soldier Canyon Authority’s Allotment Contract”).

F. Fort Collins and the Soldier Canyon Authority each use the PVP by diverting water from the Cache la Poudre River (“Poudre River”) at the Munroe Canal diversion, from which the water is conveyed down the canal to a turnout (“Munroe Turnout”), from which the water is delivered into the PVP, from which the water is delivered to Fort Collins’ and the Soldier Canyon Authority’s respective water treatment plants.<sup>3</sup>

G. In 2008, Fort Collins and the Soldier Canyon Authority shared equal costs to purchase and install a mechanical screen and associated appurtenances (“Screen”) at the Munroe Turnout. Operations and maintenance costs for the Screen have been equally shared informally between Fort Collins and the Soldier Canyon Authority since 2008. It is the intent of this Agreement to include the allocation of future operations and maintenance and capital costs for the Screen as an equal 50%/50% share between Fort Collins and the Soldier Canyon Authority.

H. In the summer and fall of 2012, the High Park Fire burned significant portions of the Poudre River basin above the Munroe Canal diversion. Following the winter of 2012-2013, runoff from the burnt areas adversely affected water quality in the Poudre River, including the quality of water Fort Collins and the Soldier Canyon Authority intended to divert into the Munroe Canal for delivery into the PVP.

I. In or around 2013, Fort Collins determined that a sedimentation basin and associated appurtenances located just below the turnout from the Munroe Canal and above the head of the PVP (“Sedimentation Basin”) would help address some of the water quality issues being experienced, including by allowing sediment and other particulates in the water to settle and be filtered out before the water is delivered into the PVP. Fort Collins further determined that, due to the High Park Fire impacts, time was of the essence to complete and begin operating the Sedimentation Basin.

J. Fort Collins designed the Sedimentation Basin in or around 2013-2014 and constructed it in 2014 at a cost of \$1,703,092. For the purposes of the design and construction of the Sedimentation Basin, the Parties have understood that Fort Collins has been responsible for 53% of the costs, ELCO has been responsible for 10.67% of the costs, FCLWD has been responsible for 20.45% of the costs, and NWCWD has been responsible for 15.88% of the costs. ELCO paid the City its full portions of such costs and FCLWD paid the City a portion of such costs. The costs, percentages of responsibilities, and amounts paid and owed and summarized below.

	<b>Percentage Responsibility</b>	<b>Cost Responsibility</b>	<b>Amount Paid to Fort Collins</b>	<b>Amount Owed to Fort Collins</b>
<b>Fort Collins</b>	53%	\$895,554	---	---
<b>ELCO</b>	10.67%	\$183,376	\$183,376	\$0
<b>FCLWD</b>	20.45%	\$351,375	\$150,000	\$201,375
<b>NWCWD</b>	15.88%	\$272,787	\$0	\$272,787
<b>Total</b>	100%	\$1,703,092	---	---

<sup>3</sup> The City of Greeley also uses portions of the PVP in a distinct manner, though such use is not the subject of this Agreement, in part, because the City of Greeley does not use the Sedimentation Basin.

K. The Sedimentation Basin is located on land owned by Northern Water, which the PVP Enterprise is entitled to use.<sup>4</sup> Fort Collins and the Solider Canyon Authority each have various licenses, access rights, and other rights to the Sedimentation Basin pursuant to their respective Allotment Contracts, specifically their respective 2014 supplements to their respective Allotment Contracts.

L. Since its construction, Fort Collins, the Tri-Districts, and the Soldier Canyon Authority have benefitted from the Sedimentation Basin. Fort Collins, the Tri-Districts, and the Soldier Canyon Authority have also gained operational experience regarding the maintenance and operation of the Sedimentation Basin.

M. As set forth in this Agreement, Fort Collins, the Tri-Districts, and the Soldier Canyon Authority now desire to complete payment for the design and construction of the Sedimentation Basin and to formalize their ongoing use and operation and maintenance of the Sedimentation Basin.

N. The Tri-Districts have assigned and delegated their rights and responsibilities with regarding to the ownership of, use of, and responsibilities for the Sedimentation Basin to the Soldier Canyon Authority. Therefore, this Agreement is between Fort Collins and the Soldier Canyon Authority to address the Tri-Districts' remaining payments to Fort Collins, capacity of the Sedimentation Basin, ownership interest in the Sedimentation Basin, and various responsibilities assigned and delegated to the Soldier Canyon Authority.

O. As governmental entities, the Parties are authorized to into enter into the following intergovernmental agreement pursuant to C.R.S. §29-1-203.

### AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **Payment for Design and Construction Costs for the Sedimentation Basin.** As described in Recital J above, the Parties desire to resolve all outstanding costs for the design and construction of the Sedimentation Basin. The Soldier Canyon Authority therefore agrees to pay Fort Collins \$474,162 within 28 days of the date on which the last of the Parties executes this Agreement.<sup>5</sup>

3. **Capacity of the Sedimentation Basin.** The Parties desire to clarify their respective rights to use the Sedimentation Basin.

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<sup>4</sup> Northern Water was the grantor and the PVP Enterprise was the grantee in the *Non-Exclusive Perpetual Easement*, dated January 10, 2014, recorded with the Larimer County Clerk and Recorder at Reception No. 20140004103 on January 24, 2014.

<sup>5</sup> \$474,162 is the sum of FCLWD's outstanding balance of \$162,081 and NWCWD's outstanding balance of \$312,081.

**First Priority.** Fort Collins and the Soldier Canyon Authority shall have a co-equal first priority to use the following percentages of the capacity of the Sedimentation Basin: Fort Collins 53%; and the Soldier Canyon Authority 47%.<sup>6</sup>

3.1. **Second Priority.** If Fort Collins or the Soldier Canyon Authority not using their respective full capacities in the Sedimentation Basin, the other Party may use such unused capacity.

4. **Ownership Interests.**

4.1. **Sedimentation Basin.** To the extent that Fort Collins and the Soldier Canyon Authority have an ownership interest in the Sedimentation Basin under their Allotment Contracts with the PVP Enterprise, specifically under their 2014 supplements to their respective Allotment Contracts, their ownership interest shall be as joint tenants in the following percentages: Fort Collins 53%; and the Soldier Canyon Authority 47%. The Parties agree that the Tri-Districts do not have an ownership interest in the Sedimentation Basin separate from that of the Soldier Canyon Authority.

4.2. **Screen.** To the extent that Fort Collins and the Soldier Canyon Authority have an ownership interest in the Screen, their ownership interest shall be an equal 50%/50% share between Fort Collins and the Soldier Canyon Authority.

5. **Operation and Maintenance of the Sedimentation Basin and Screen.**

5.1. **Responsibility for Operation and Maintenance Costs.**

5.1.1. **Sedimentation Basin.** Except as otherwise expressly agreed to by the Parties in writing, the responsibility for all operation, maintenance, repair, and replacement costs for the Sedimentation Basin shall be: Fort Collins 53%; and the Soldier Canyon Authority 47%.

5.1.2. **Screen.** All operation, maintenance, repair, and replacement costs for the Screen shall be shared 50% Fort Collins and 50% Soldier Canyon Authority.

5.2. **Annual Operating Plan.** The PVP, Screen, and Sedimentation Basin are typically operated between April 1<sup>st</sup> and October 31<sup>st</sup> (“Operating Year”). Before April 1<sup>st</sup> of each Operating Year, Fort Collins and the Soldier Canyon Authority will prepare an Annual Operating Plan. To be approved for purposes of this Agreement, the Annual Operating Plan must be approved with some form of written documentation (e.g., email) from Fort Collins’ and the Soldier Canyon Authority’s respective managers of their water treatment facilities, or such other person as each Party may designate with notice pursuant to Paragraph 13. Fort Collins and the Soldier Canyon Authority must approve the Annual Operating Plan for it to be effective for

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<sup>6</sup> The 47% attributed to the Soldier Canyon Authority used at various points in this Agreement is the sum of ELCO’s 11%, FCLWD’s 18%, and NWCWD’s 18%.

the Operating Year. If an Annual Operating Plan is not approved by Fort Collins and the Soldier Canyon Authority, nothing herein shall preclude Fort Collins or the Soldier Canyon Authority from performing any or all of the tasks contemplated under the Annual Operating Plan. The Annual Operating Plan must be consistent with the terms and conditions of this Agreement.

Each Annual Operating Plan will include:

- 1) Plans for when Fort Collins and the Soldier Canyon Authority intend to begin and end using the Sedimentation Basin and Screen.
- 2) Plans for access to the Sedimentation Basin and Screen, including potential coordination with Northern Water and the PVP Enterprise.
- 3) Plans for any capital or other projects to work on the Sedimentation Basin, or Screen including potential coordination with Northern Water and the PVP Enterprise.
- 4) Plans for cleaning and maintaining the Sedimentation Basin and Screen, including but not limited to: checking water levels; cleaning screens and filters; managing vegetation growth; and removing solids and otherwise cleaning the Sedimentation Basin and its related infrastructure.
- 5) Plans for communications regarding use of the Sedimentation Basin and Screen.
- 6) Plans for sharing costs and invoices for work to be completed on the Sedimentation Basin and Screen. Any work or improvement that incurs a cost should be agreed by all Parties before the commencement of work.

5.3. **Standard Operating Procedures.** The Parties may individually or jointly develop standard operating procedures (“SOPs”) to facilitate the implementation of this Agreement. If multiple SOPs conflict with one another, the Parties will work in good faith to resolve any such conflicts. Any such SOPs must be consistent with this Agreement and shall not amend or alter any terms of this Agreement.

5.4. **Invoices.** The Parties may invoice each other for work on the Sedimentation Basin and Screen. Any such invoices shall include, at minimum, evidence of the amount of the total costs and the calculations for the allocation of costs pursuant to Paragraph 5.1.

6. **Northern Water and the PVP Enterprise.** Northern Water and the PVP Enterprise are not parties to this Agreement but have been afforded the timely opportunity to review this Agreement prior to its execution. The Parties acknowledge and agree that review of this Agreement by Northern Water and the PVP Enterprise does not bind Northern Water or the PVP Enterprise to any provisions or representations in this Agreement and has no effect on those entities’ respective rights, property interests, or obligations under other agreements or instruments. Any and all representations made in this Agreement, including its recitals and footnotes, are solely between the Parties themselves and not Northern Water or the PVP Enterprise.

7. **No Amendments to Allotment Contracts or Other Agreements.** Nothing in this Agreement shall be interpreted to amend Fort Collins’ and the Soldier Canyon Authority’s

Allotment Contracts (as amended and supplemented to date) with the PVP Enterprise, or any other agreement involving Northern Water, the PVP Enterprise, or the Parties, including the *Agreement Between the North Poudre Irrigation Company and the City of Fort Collins, the Fort Collins-Loveland Water District, the East Larimer County Water District and the North Weld County Water District Regarding Use of the Munroe Canal*, dated October 18, 2019.

8. **Fiscal Contingency.** Notwithstanding any other provisions of this Agreement to the contrary, the obligations of the Parties in fiscal years after the initial fiscal year of this Agreement shall be subject to appropriation of funds sufficient and intended therefor, with the Party having the sole discretion to determine whether the subject funds are sufficient and intended for use under this Agreement. The failure of a Party to appropriate such funds shall be grounds for termination of this Agreement as to such Party upon written notice pursuant to Paragraph 13. Termination of this Agreement for any reason does not affect the ownership allocation provided in Paragraph 4.

9. **Alternative Dispute Resolution.** In the event of any dispute or claim arising under this Agreement, the Parties will use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 28 days after the earliest date on which one Party notifies the other Party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of a recognized established mediation service within the State of Colorado upon which the Parties can agree. Such mediation will be conducted within 63 days following either Party's written request therefor. If such a dispute or claim is not settled through mediation, then any Party may initiate a civil action in the District Court for Larimer County.

10. **No Third-Party Beneficiaries.** This Agreement is entered into between the Parties for the purposes set forth herein. It is the intent of the Parties that they are the only beneficiaries of this Agreement, and the Parties are only benefitted to the extent provided under the express terms and conditions of this Agreement.

11. **Governing Law and Enforceability.** This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties recognize that the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, as well as the Parties' respective bylaws, city charters and codes, and rules and regulations, impose certain legal constraints on each Party and that the Parties intend to carry out the terms and conditions of this Agreement subject to those constraints. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

12. **Waiver.** A waiver of a breach of any of the provisions of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement. Nothing in this Agreement shall be construed as any waiver of governmental immunity of the Parties who are governments or any other governmental provisions of State law. Specifically, by entering into this Agreement, neither Party waives the monetary limitations on liability, or any other rights, immunities, or protections provided by the Colorado Government Immunity Act, C.R.S. § 24-10-101, *et seq.*, or any successor or similar statutes of the State of Colorado.





**CITY OF FORT COLLINS, COLORADO, a home-rule city**

By: \_\_\_\_\_  
Kelly DiMartino, City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

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

Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
Eric R. Potyondy, Assistant City Attorney II

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

By: \_\_\_\_\_  
Chris Pletcher, Authority Chairman

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

ATTEST:

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

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

PETITION FOR CONSENT TO TRANSFER AND ASSIGNMENT OF ALLOTMENT OF CAPACITY IN THE PLEASANT VALLEY PIPELINE

WHEREAS, Soldier Canyon Filter Plant, a political subdivision and public corporation of the State of Colorado (“SCFP”), acquired an allotment of capacity in the Pleasant Valley Pipeline (“PVP”) pursuant to an Allotment Contract dated February 28, 2003, between SCFP and Northern Colorado Water Conservancy District (“Northern Water”) acting by and through the Pleasant Valley Pipeline Water Activity Enterprise (“Allotment Contract”), as amended and supplemented; and

WHEREAS, Soldier Canyon Water Treatment Authority, a political subdivision and public corporation of the State of Colorado (“Authority”), is the successor entity to SCFP pursuant to the Soldier Canyon Water Treatment Authority Creation Agreement dated October 20, 2016, effective as of February 1, 2017, and revised and restated effective April 16, 2019, a copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, Paragraph 10 of the Allotment Contract gives SCFP the right to lease, assign, transfer, or encumber all or any part of its allotment with the prior written consent of the Board of Directors of Northern Water (“Board”), which consent shall not be unreasonably withheld; and

WHEREAS, by this Petition, the Authority, successor to SCFP, desires to seek the Board’s written consent to the assignment and transfer of SCFP’s allotment of capacity in the PVP under the Allotment Contract to the Authority;

NOW THEREFORE, the Authority, successor to SCFP, hereby requests that the Board grant its consent to the assignment and transfer of SCFP’s allotment of capacity in the PVP under the Allotment Contract to the Authority, effective as of February 1, 2017. A proposed order granting such consent is submitted with this Petition.

Respectfully submitted: \_\_\_\_\_.

SOLDIER CANYON WATER TREATMENT AUTHORITY, a political subdivision and public corporation of the State of Colorado, successor to Soldier Canyon Filter Plant

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

ATTEST:

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

**ORDER OF NORTHERN COLORADO WATER CONSERVANCY DISTRICT  
ON SOLDIER CANYON WATER TREATMENT AUTHORITY'S PETITION FOR  
CONSENT TO TRANSFER AND ASSIGNMENT OF ALLOTMENT OF CAPACITY IN  
THE PLEASANT VALLEY PIPELINE**

Upon the Petition of Soldier Canyon Water Treatment Authority, a political subdivision and public corporation of the State of Colorado, successor to Soldier Canyon Filter Plant ("SCFP"), and after considering said Petition at a regular meeting held on [date], 2023, the Board of Directors of the Northern Colorado Water Conservancy District hereby orders that:

The Petition is GRANTED.

The Board hereby consents to the assignment and transfer of SCFP's allotment of capacity in the Pleasant Valley Pipeline under the Allotment Contract dated February 28, 2003, as amended and supplemented, to its successor entity, the Soldier Canyon Water Treatment Authority, effective as of February 1, 2017. All terms and conditions of the Allotment Contract shall be unchanged and remain in full force and effect.

Dated: \_\_\_\_\_, 2023

NORTHERN COLORADO WATER  
CONSERVANCY DISTRICT

\_\_\_\_\_  
Dennis Yanchunas, President

**Resolution No. 2024-02**

**RESOLUTION OF THE  
BOARD OF DIRECTORS OF THE  
SOLDIER CANYON WATER TREATMENT  
AUTHORITY**

**A RESOLUTION ESTABLISHING A POLICY FOR REQUESTS FOR PUBLIC  
RECORDS AND ASSESSING CHARGES FOR THE PRODUCTION OF PUBLIC  
RECORDS**

**WHEREAS**, the Soldier Canyon Water Treatment Authority ("**Authority**") is a political subdivision of the State of Colorado, organized pursuant to C.R.S. § 29-1-203, *et seq.* to provide water treatment services:

**WHEREAS**, pursuant to the agreements creating the Authority and the Special Districts Act, C.R.S. § 32-1-1001(l)(h) and (m), the Authority's Board of Directors ("**Board**") is vested with the management, control, and supervision of all the business and affairs of the Authority, and is authorized to adopt, amend, and enforce rules and regulations for carrying out the Authority's business and affairs:

**WHEREAS**, the Board is authorized by statute to charge a reasonable fee for copies, printouts, and photographs made at the request of an individual or entity pursuant to the Colorado Public (Open) Records Act, C.R.S. § 24-72-205 ("**Open Records Act**");

**WHEREAS**, the Board intends for this Resolution to supersede and replace all prior Board Resolutions, motions, or Board or Authority rules or regulations (collectively, "**Prior Rules**") with respect to responding to requests for public records and assessing charges to produce public records, and for such Prior Rules to be rescinded for all purposes; and

**WHEREAS**, the Board has determined that the fees it establishes by this Resolution are reasonable, cost-based fees, in compliance with the requirements and restrictions of the Open Records Act.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS  
OF THE SOLDIER CANYON WATER TREATMENT AUTHORITY THAT:**

1. The term "**public records**" shall have the same meaning as set forth in the Open Records Act.
2. All requests for public records shall be in writing and shall comply with the requirements of the Open Records Act, and any other applicable federal or state laws, rules, or regulations (collectively, "**Applicable Law**"). Anyone making a verbal request will be asked to submit the request in writing on a Public Records Request Form in substantially the form attached hereto as Attachment A, as may be amended by the Board or Executive

Staff from time to time in accordance with Applicable Law or to enhance administrative efficiency. No action related to the request will be taken until a Public Records Request Form has been submitted.

3. The Authority will comply with the requirements of Applicable Law with respect to whether it must, may, or cannot produce public records, or other documents or information requested, and the fees it charges for producing such public records, or other documents or information.
4. Where the fee for a certified copy or other copy, printout, or photograph of a public record is specifically prescribed by Applicable Law, the specific fee shall be charged. If a fee is not specifically prescribed by Applicable Law, the Authority will furnish copies, printouts, or photographs of a public record for a fee of \$0.25 per standard page. The Authority shall charge a fee not to exceed the actual cost of providing a copy, photograph, or printout in a form other than a standard page. The Authority shall charge the actual costs it incurs in having the copies made off-site by an outside copying facility.
5. If the amount of time required by the Authority to research and retrieve the documents necessary to fulfill a specific request exceeds 1 hour, including the time required to identify and segregate records that must or may not be produced, the person or entity making the request shall be charged a research and retrieval fee of \$33.58 per hour, or such maximum hourly research and retrieval fee as may be established by the Colorado Law or regulation from time to time. Such fee will include discussing strategy for collecting documents (including time to agree on search terms and searchable time frame for email searches), redactions, and attorney time to review documents. The Authority will not impose a charge for the first hour of time expended in connection with the research and retrieval of public records.
6. Upon request for transmission of the public record, the Authority will transmit the public record by United States mail, other delivery service, facsimile, or electronic mail. If transmitting the public record pursuant to this paragraph, the Authority may notify the record requester that a copy of the public record is available but will be sent only when the Authority receives payment or makes satisfactory arrangements for payment of all costs associated with transmitting the public record and for all other fees lawfully allowed; provided, however, that no transmission fees will be charged for transmitting the public record via electronic mail. The Authority will transmit the public records within three business days following its receipt of, or making satisfactory arrangements to receive, such payment.
7. If an individual or entity requests that public records be provided by fax or email, and not by U.S. mail or delivery service, the individual shall be required to provide a written statement that the individual or entity understands the public records will be sent through unencrypted email that is not secure and there is a risk that the records could be seen by a third party during electronic transmission, while in electronic storage, and/or upon completed delivery. The Authority is not responsible for unauthorized access of the information resulting from the emailed transmission, or for safeguarding the information

upon delivery.

8. This Resolution shall supersede and replace all Prior Rules with respect to responding to requests for public records and assessing charges to produce public records, and such Prior Rules are hereby rescinded for all purposes and are null and void.

**ADOPTED** this 11<sup>th</sup> day of January 2024 by the Board of Directors of the Soldier Canyon Water Treatment Authority.

SOLDIER CANYON WATER TREATMENT  
AUTHORITY

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Authority Chairman

Attest:

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Secretary

**For Internal Use Only**

Date of Request: \_\_\_\_\_

Time of Request: \_\_\_\_\_

**Attachment A**

**Soldier Canyon Water Treatment Authority  
Public Records Request**

**4424 Laporte Avenue, Fort Collins CO**

**[www.soldiercanyon.com](http://www.soldiercanyon.com)**

**(970) 482-3143**

The Soldier Canyon Water Treatment Authority (Authority) complies with the requirements of the Colorado Open Records Act, and other applicable laws with respect to the production of public records, including whether it must, may, or cannot produce public records, and the fees it charges for such production. A complete copy of Authority's Open Records Request Policy and fees can be found on the Authority's website. All requests for public records must be submitted to [info@soldiercanyon.com](mailto:info@soldiercanyon.com).

I request the records described below and agree to pay all charges incurred in processing this request at or before the time the records are made available. If charges exceed \$10, I understand I must provide a deposit to pay for the costs incurred to obtain the records. I understand that the estimated charges are estimates only, and that the actual cost may vary. I acknowledge that I have had the opportunity to review the Authority's Open Records Request Policy and the fees for producing the public records, available at [www.soldiercanyon.com](http://www.soldiercanyon.com). This request will be deemed received when this form is complete and received by the Custodian and any required deposit is paid.



<b>Name:</b>	<b>Date:</b>
<b>Mailing Address:</b>	<b>Email Address:</b>
<b>Signature:</b>	<b>Phone Number:</b>
<b>Detailed Description of Records Requested.</b> Include: (a) type of record; (b) date or date range; and (c) specific subject matter. Attach additional pages if needed.	
Preferred Delivery Method:      Email: ____	
Mail (additional fees apply): ____      Pick Up/View in Person: ____	

If the records are available pursuant to §§ 24-72-201, *et seq.*, C.R.S., the records shall be made available for viewing within three (3) working days. The date of receipt is not included in calculating the response date. If extenuating circumstances exist so that the Custodian cannot reasonably gather the records within the three (3)-day period, the Custodian may extend the period by up to seven (7) working days. The requestor shall be notified of the extension within the three (3)-day period. Public records may be inspected at the Authority's offices during regular business days at prearranged times. All hourly Research and Compilation Fees and other costs incurred because of such an inspection shall be charged to the requester.

<b>For Internal Use Only</b>	
<b>Estimated Charges</b>	
Number of Pages ____ at \$0.25/page \$ _____	Research & Retrieval Hours _____ at \$33.58/Hour.
Postage/Delivery Costs: \$ _____	Fee subject to change per § 24-72-205(6), C.R.S. Research & Retrieval Total: \$ _____
Deposit Required: \$ _____	Total Estimate Cost: \$ _____
Note: Non-standard and special requests will be billed at cost and charged in addition to any other fees.	
<b>Administrative Matters</b>	
Date Request Completed:	Amount Prepaid: \$ _____
Approved:                      Denied:	Balance Due Before Release: \$ _____
If Denied, Provide Reason(s):	Total Amount Paid: \$ _____