

SOUTHGATE WATER DISTRICT BYLAWS

1. LEGAL STATUS. The **SOUTHGATE WATER DISTRICT** is a quasi-municipal corporation and political subdivision of the State of Colorado and is organized pursuant to Title 32 of the statutes of the State of Colorado. By statutory definition, it is a water district which supplies water for domestic and other public and private purposes by any available means.

2. BOARD OF DIRECTORS. All powers, privileges and duties vested in, or imposed upon the Southgate Water District (hereinafter referred to as "District") by law shall be exercised and performed by and through the Board of Directors (hereinafter referred to as "Board"), whether set forth specifically or impliedly in these bylaws.

3. OFFICES. The administrative offices of the District shall be at 3722 East Orchard Road, Centennial, Colorado, unless otherwise designated by the Board. The Board shall normally meet at the District's Board Room at such address. The Board, by resolution, may from time to time, designate, locate and relocate its administrative and Board meeting locations as, in its judgment, are necessary to conduct the business of the District.

4. MEETINGS.

4.1 Regular Meetings. Regular meetings of the Board shall be held on the second Tuesday of each month commencing at 4:00 p.m. at the District's Board Room.

4.2 Meetings to be Public. All meetings of the Board, other than executive sessions, shall be open to the public. Upon the affirmative vote of two-thirds of the quorum then present, the Board may hold an executive session only at any regular or special meeting and solely for the purpose of considering any of the following matters, (except that no formal action by way of adoption of any resolution, rule, regulation or policy position shall occur in executive session):

- a. the consideration of sale/purchase of real and personal property (24-6-402(4)(a) C.R.S.);
- b. conferences with legal counsel for the purposes of receiving legal advice on a specific legal question (24-6-402(4)(b) C.R.S.);
- c. matters required to be kept confidential by federal or state law (24-6-402(4)(c) C.R.S.);
- d. details of security arrangements or investigations (24-6-402(4)(d) C.R.S.);
- e. determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators (24-6-402(4)(e) C.R.S.);
- f. personnel matters [except if the employee who is the subject of the session has requested an open meeting] (24-6-402(4)(f) C.R.S.);
- g. consideration of documents protected by mandatory nondisclosure provisions of the

Colorado Open Records Act (24-6-402(4)(g) C.R.S.);

4.3 Notice of Meetings. Permanent posting of the time and place of such regular meetings shall be posted in at least three public places within the District and in the office of the Clerk and Recorder of Arapahoe and Douglas Counties. Such permanent postings shall remain posted until a change in the date, time or place of such regular meetings. Individual postings of each meeting, including specific agenda information, where possible, shall be posted at least 24 hours in advance of each meeting at a place to be designated by the Board at its first meeting in January of each year. These bylaws shall constitute formal notice to Board members of such of regular meetings, and no other formal notice shall be required to be given to the Board members other than the permanent and temporary postings as required by law.

4.4 Disclosure in Notice of Meetings of Particular Agenda Items. The notices required by section 4.3 shall be amended to specifically include a disclosure of the agenda items in the event that the Board will consider one or more of the following agenda items: issuance or refunding of general obligation debt; consolidation, dissolution, or bankruptcy of the District; failure to make a bond payment; or to enter into any private contract with any director.

4.5 Special Meetings. Special meetings of the Board may be called upon three days advance notice, which advance notice shall be posted in three places within the District and at the offices of the Clerk and Recorder of Arapahoe and Douglas Counties and delivered to each Director. In addition, a notice of such special meeting must be posted twenty four hours in advance at the place annually designated pursuant to paragraph 4.3, above.

5. CONDUCT OF BUSINESS.

5.1 Quorum. All official business of the Board shall be transacted at a regular or special meeting at which a quorum (i.e., three) of the Directors shall be present, except as provided in Section 5.2. Directors must be physically present for purposes of determining whether a quorum is present.

5.2 Voting Requirements.

a. Any action of the Board shall require the affirmative vote of a majority of the Directors present and voting. When special or emergency circumstances materially affecting the affairs of the District or the immediate health, welfare, and safety of District residents and property owners so dictate, then those Directors available at the time may undertake whatever emergency action is considered necessary and may so instruct the District's employees. Ratification of the action so taken shall be entered on the minutes at the next meeting of the Board.

b. Votes on all motions, resolutions, and orders shall be taken by the Chairman stating "All in favor, say Aye" and "All opposed, say No" or other similar language which shall indicate the manner of responding to the question, at the discretion of the Chairman. Roll call votes may be taken at the request of any director, or at the direction of the Chairman. Voting for the election of officers may be conducted by secret ballot at the discretion of the Board.

5.3 Order of Business. The business of all regular meetings of the Board shall be transacted, as far as practicable, in the following general order, subject to modification, including additions and deletions approved by the Board:

- a. Call to order and roll call of members;
- b. Approval of the agenda or agenda modifications;
- c. Public comments, if any;
- d. Consent matters, including approval of the minutes of the previous meeting or meetings, and other matters as determined by the board to be routine in nature;
- e. Election matters, if any, and election of board officers, at biennial meeting;
- f. Public hearings and scheduled visits, if any;
- g. Action items, all items requiring approval or denial by the board, (including administrative, financial, engineering and capital projects.;
- h. Non-Action items, including :
 - i. Non-action discussion items, (including administrative, financial, engineering and capital projects.
 - ii. Attorney's report.
 - iii. Auditor's report
 - iv. Manager's report.
 - v. Engineer's report
 - vi. Committee reports, if any.
 - vii. Directors comments.
 - viii. Announcements.
- i. Adjournment.

5.4 Motions, Resolutions, or Orders. Actions of the Board necessary for the governing and management of the affairs of the District, for the execution of the powers vested in the District, and for carrying into effect the provisions of Article 1 of Title 32, C.R.S., as amended, shall be taken by the passage of motions, resolutions, or orders, as may be appropriate. All such formal action shall require the majority vote of the quorum present.

5.5 Roberts Rules of Order. Roberts Rules of Order shall be utilized as a guideline for matters coming before the Board; provided, however, that no action, formal or informal, shall be set aside due to any irregularity or noncompliance with Roberts Rules of Order. The Chairperson shall make all rulings with respect to procedural issues, and shall have a vote on each issue coming before the Board.

6. DIRECTORS, OFFICERS AND PERSONNEL.

6.1 Director Qualifications and Terms. Directors shall be qualified electors of the District. The term of each Director shall be determined by applicable statutory provisions with elections held in even numbered years. At the expense of the District, each Director shall furnish a faithful performance surety bond. The bond may be in the form of a blanket bond.

6.2 Oath of Office. Each member of the Board, before assuming the responsibilities of his office, shall take and subscribe to the oath of office as required by applicable state statute.

6.3 Election of Officers. The Board of Directors shall elect from its membership a president who shall also serve as chairman of the board, a vice president, a secretary, a treasurer, and such assistant secretaries and assistant treasurers, who shall be the officers of the Board of Directors and of the District, as the Board may determine. The Board may elect a secretary who is not a member of the Board. The officers shall be elected by a majority of the Directors voting at the meeting in accordance with the voting procedures set forth in paragraph 5.2. The election of the officers shall be conducted biannually at the first regular meeting of the Board in the month of May following the biannual election. Each officer so elected shall serve at the pleasure of the Board or for a term of two years, which term shall expire upon the election of the officer's successor or upon the officer's reelection to that office.

6.4 Vacancies. Any vacancy occurring in any office shall be filled for the unexpired term in the same manner as is provided for the election of full-term officers. Any vacancy occurring on the Board as determined by state statute shall be filled by appointment by the remaining Directors as prescribed by statute, with or without public advertisements of the vacancy and requests for applications, at the discretion of the Board. A resignation by a director or a disqualification from holding office pursuant to state statute shall operate as an automatic resignation from any office or position that such director held without further action of the individual or the Board.

6.5 President and Chairman. The president shall be the chairman of the Board, shall preside at all meetings, and shall be the chief executive officer of the District. The president shall sign all contracts, deeds, notes, warrants and other instruments on behalf of the District, and discharge such other duties, as may be required or authorized.

6.6 Vice President. The vice president shall perform the duties of president and chairman in the absence of the president.

6.7 Secretary. The secretary shall keep or cause to be kept full and accurate records of the District; shall act as secretary at meetings of the Board and record or cause to be recorded all votes; shall compose a record of the proceedings of the Board in a minute book kept for that purpose, which shall be an official record of the Board; and shall perform all duties incident to that office. The secretary shall be custodian of the seal of the District and shall have the power to affix such seal to

and attest all contracts and instruments authorized to be executed by the Board. An assistant secretary or secretaries may be appointed to assist in the performance of such duties.

6.8 Treasurer. The treasurer shall keep or cause to be kept strict and accurate accounts of all money received by and disbursed for and on behalf of the District in permanent records. The treasurer shall file with the Clerk of the Court, at the expense of the District, a corporate fidelity bond in an amount determined by the Board of not less than \$5,000.00, conditioned on the faithful performance of the duties of the office. If a budget or financial committees are established, the treasurer shall chair such committees. An assistant treasurer or treasurers may be appointed to assist in the performance of such duties.

6.9 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 District, or by special exigencies, which may later be ratified by the Board; provided, however, that no director shall be employed by the District in any capacity.

6.10 General Manager. The Board may appoint and hire a General Manager to serve for such term and upon such conditions, including salary, as the Board may establish pursuant to contract. The Manager shall have general supervision over the administration of the affairs, employees and business of the District and shall be charged with the hiring and discharging of non-contract employees. The Manager shall perform those duties as may be assigned by the Board. Job performance will be evaluated by the Board on a periodic basis.

6.11 Selection and Tenure of Consultants. The selection of outside consultants including engineers, architects, accountants, special consultants and attorneys shall be made by the Board and shall be based upon the relative qualifications and capabilities of the applicants and shall not be based on political services or affiliations. Agents and consultants shall serve at the pleasure of the Board. Contracts for professional services may be entered into on such terms and conditions as determined by the Board.

6.12 Directors' Fees. Board members shall be entitled to the maximum amount of compensation provided by state statute for each meeting attended, not to exceed the annual maximum established by applicable statute.

7. FINANCIAL ADMINISTRATION.

7.1 Fiscal Year. The fiscal year of the District shall commence on January 1 and end on December 31 of each year.

7.2 Budget. On or before October 15 of each year, the Board's designated Budget Officer shall prepare and submit to the Board a proposed budget for the ensuing fiscal year. Such proposed budget shall set forth the aggregate figures 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 District shall be classified according to the nature of receipts.

7.3 Notice of Budget. Upon receipt of such 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 proposed budget at a public hearing on a certain date, time and place ; and that any interested elector may inspect the proposed budget and file or register any objections thereto at any time up to and through the public hearing.

7.4 Adoption of Budget. Not later than the last day of the current calendar year, the Board shall review the proposed budget and thereafter revise, alter, increase or decrease the items as it deems necessary in view of the needs of the District and the probable income of the District. The Board shall thereafter formally adopt the budget setting forth the expenditures to be made in the ensuing fiscal year. The Board shall provide for sufficient revenues to finance budget expenditures.

7.5 Filing of Budget. Within 30 days of adoption of the budget, the Board shall cause a certified copy of such budget to be filed with the Division of Local Government in the Department of Local Affairs.

7.6 Appropriating Resolution. At a meeting held no later than December 31 each year, the Board shall enact a resolution making appropriations for the ensuing fiscal year. The amounts appropriated shall not exceed the amounts established in the adopted budget.

7.7 No Contract to Exceed Appropriation; Contract Authorization.

a. The Board shall have no authority to enter into any contract, or otherwise bind or obligate the District 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 amount of such appropriation for that fiscal year. Any contract, verbal or written, contrary to the terms of this subsection shall be void *ab initio*, and no District funds shall be expended in payment of such contracts, except as provided in the following sub-section.

b. All contractual obligations of the District shall be approved by the Board. However, the Board may delegate general purchasing authority for routine supplies and expenditures to the Manager or designee.

7.8 Contingencies. In cases of emergency caused by a natural disaster or some contingency which could not reasonably have been foreseen at the time of the adoption of the budget, the Board may authorize the expenditure of funds in excess of the budget by resolution duly adopted by a two-thirds vote of the entire membership of the Board, as provided by state statute.

7.9 Annual Audit The Board shall cause an annual audit to be made of all financial affairs of the District through December 31st of the prior fiscal year. A copy of the audit report shall be maintained in the District office as a public record for public inspection at all reasonable times. The treasurer shall forward a copy of the audit report to the State Auditor pursuant to statutory requirements, within thirty days following receipt of the audit.

7.10 Checks. Except for checks written on the administration's petty cash account, each check issued on behalf of the District shall be specifically approved by the Board. Use of mechanical signature facsimiles may be authorized by the Board. The Board may designate by resolution those

individuals who may be authorized to sign checks on District accounts.

8. CORPORATE SEAL. The seal of the District shall be a circle containing the name of the District and shall be used on all documents and in such manner as seals generally are used by public and private corporations, and as may be required by law. The secretary shall have or delegate custody of the seal and shall be responsible for its safe keeping and care.

9. CONFLICT OF INTEREST.

9.1 Disclosure of Conflict of Interest. Any Director who is present at a meeting at which is discussed any matter in which that Director has, directly or indirectly, a private pecuniary or property interest shall disclose such interest to the Board. Unless such Director has given prior advance written notice to the Colorado Secretary of State and to the Board, in accordance with all statutory requirements, such Director shall refrain from advocating for or against the matter and shall disqualify himself/herself from voting on such matter. The Board may adopt a separate policy specifically regarding ethical standards and practices for Board members.

9.2 Compensation. Each Director may receive the maximum amount established by law for each meeting attended up to the annual statutory maximum. Directors shall not receive any other compensation as an employee of the District except as may be provided by state statute.

9.3 Disclosure of Gifts, Property, etc. Any director receiving any money or loan with a value of \$25 or more, or any gift or property with a value of \$50 or more, or any payment for a speech, appearance or publication, or any tickets to a sporting, recreational, educational or cultural event with a value of \$50 or more, or the payment of reimbursement for actual and necessary expenses for travel/lodging other than from the District, shall report such money, loan, gift or reimbursement in accordance with the provisions of the Public Official Disclosure Act Sec. 24-6-203, C.R.S.

10. INDEMNIFICATION OF DIRECTORS AND EMPLOYEES (CIVIL CLAIMS). To the extent provided by law, the District shall defend, hold harmless and indemnify any Director, officer, agent or employee, whether elective or appointive, against any tort or liability, claim or demand, whether groundless or otherwise, arising out of any alleged act or omission occurring during the performance of the officer's, agent's or employee's duties. The District may compromise and settle any such claim or suit and/or pay the amount of any settlement or judgment rendered thereon.

10.1 For the purposes of this Section 10, the following definitions shall apply.

a. "Employee". The term "employee means a director, officer, employee or servant (hereinafter collectively referred to as "employee ") of the District, whether or nor compensated, elected or appointed. The term "employee" specifically excludes any person or organization contracting to perform services or acting for the District as an independent contractor.

b. "Performance of Duty". The term "performance of duty" shall be interpreted as broadly as possible to include any situation in which a District employee could conceivably be deemed to be acting within the scope of employment. The term "Performance of duty" shall not include any act or omission constituting deliberate and intentional tortious or criminal conduct or malfeasance in office, or willful or wanton neglect of duty.

10.2 The District reserves the right to designate the attorney appointed to defend any employee in any tort or liability action instituted pursuant to this Section 10.

10.3 All claims to be paid pursuant to this Section 10 shall be paid by the District or its insurer. Any judgment or settlement of a claim against the District or its employees shall be paid in accordance with the provisions of said Governmental Immunity Act.

10.4 The District may decline to provide a defense or indemnify any employee in any of the following circumstances:

- a. If the employee willingly and knowingly fails to notify the District, within a reasonable time, of any incident or occurrence which the employee might reasonably expect to result in a claim of tort liability against him or the District.
- b. If any employee fails to notify the District of any notice of claim or summons and complaint served upon that employee commencing a suit for damages reimbursable pursuant to this Section 10; such notice shall be given to the District within fifteen business days of its service upon the employee.
- c. If an employee fails to exercise reasonable efforts to notify the District of any claim which is informally asserted against that employee for damages reimbursable pursuant to this Section 10.
- d. If an employee refuses to cooperate with an investigation or defense of any lawsuit by the District, or its insurer, or by any attorney employed by the District to furnish the defense to said employee, or any private investigator hired by the District to investigate such tort or liability claim.

10.5 If the District or the employee against whom a claim reimbursable hereunder is asserted has any other valid insurance, bond or indemnification plan available covering the loss or damage alleged against him, such insurance, bond or other plan will be first applied to the payment of any claim. In such event, the obligation of the District to indemnify and hold harmless the employee shall exist only for liability incurred in excess of such other coverage.

10.6 In the event of any payment made pursuant to this Section 10, the District shall be subrogated to all of the employee's rights of recovery therefor against any person or organization, and the employee shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights of subrogation. The employee shall do nothing to prejudice such rights.

10.7 No assignments of indemnification shall be permitted without the written consent of the District, signed by the President, and no such assignment shall bind the District unless such written consent is given prior to assignment. If, however, the employee shall die, the benefits of this Section 10 shall be available to, and apply fully to, the employee's legal representative, but only while acting within the scope of his duties as such.

10.8 Any defense and indemnification available to an employee under this Section 10 shall continue to be available after the termination of his employment, office or tenure if the act or omission causing, such liability occurred during the course of his duties while an employee of the

District. Such defense and indemnification shall not be available to a former employee, however, in the event that the tort or liability claim against him is asserted as a counterclaim or set-off in any suit brought by the employee, except the extent that the liability of such employee may exceed the amount of his own claim or suit.

10.9 The provisions of this Section 10 shall be subject to the provisions of the Colorado Governmental immunity Act, Sec. 24-10-101, et seq., C.R.S., and the Colorado constitution. Nothing herein is to be construed as a waiver of any immunity or defense provided by law.

11. INDEMNIFICATION OF DIRECTORS AND EMPLOYEES (CRIMINAL MATTERS).

11.1 The District ordinarily will not provide legal counsel to Board members or employees who are charged with criminal conduct which violates any local, state or federal law, ordinance, or regulation. Certain federal, state and local criminal regulatory codes, statutes and regulations may impose criminal liability on individual members or employees, especially those serving in policy making or supervisory capacities. Accordingly, in certain instances and at the Board's sole discretion, the District may provide legal assistance to a Board member or employee (as that term is defined in Section 10, above) in defense of criminal charges if all of the following circumstances apply:

- a. The criminal charge or charges do not involve (as defined by the applicable criminal code or statute) crimes against persons, including without limitation homicide, assault, kidnapping and unlawful sexual behavior; crimes involving moral turpitude or relating to morals; computer crime; offenses relating to fraud, forgery or deception; arson; burglary; robbery or theft, or crimes against the public peace, order and decency.
- b. The criminal charge or charges do not allege that the Board member or employee obtained or attempted to obtain any personal benefit, economic or otherwise.
- c. The criminal charge or charges arise from acts or omissions of the Board member or employee occurring during the performance of authorized duties as defined in Section 10, above.
- d. The Board member or employee had no reasonable cause to believe that such act or omission was unlawful.
- e. The Board member or employee had no reasonable cause to believe that such act or omission was not in the best interest of the District.
- f. The claim or charge is not brought, charged or filed against the individual by the District.

11.2 Notwithstanding the provisions of Paragraph 11.1, the District recognizes that the mission of providing water service to District customers, by its very nature, requires interaction with the public. Employees often enter into private homes and businesses on an unaccompanied basis, and often work at the scene of an emergency water break when there are no other witnesses available. Due to these circumstances, it is acknowledged that there exists a risk of false or exaggerated

allegations of wrongful conduct by District personnel which could lead to criminal investigations and possible criminal charges. Accordingly, at its discretion and until criminal charges are actually filed, the District may provide legal assistance to an employee who is alleged by a private citizen to have engaged in criminal conduct, including the conduct described in paragraph 11.1 above, provided that all of the following apply:

- a. The allegation arises out of the performance of authorized duties.
- b. The allegation is not substantiated by a witness or other compelling evidence which is indicative of guilt.
- c. The District's administration conducts an internal investigation into the matter and, as a result of that investigation, recommends that the District provide legal assistance to the employee pending the filing of charges.

Legal assistance shall be provided by the District's legal counsel or by special counsel retained by the District for that purpose. In the event that criminal charges are filed against the employee, the District shall immediately withdraw legal assistance.

11.3 The District may reimburse an employee for defense costs and expenses which are actually incurred by the individual employee for charges that include those specified in paragraph 11.1 above, under the following circumstances:

- a. The charges against the employee are dismissed or dropped or the employee is found not to have committed the alleged act or any lesser criminal act included in the highest degree of the charged offense; and
- b. The District's Board of Directors makes a determination and findings that: (i) the employee acted in good faith, and (ii) the employee's conduct (other than the criminal aspect of the conduct) occurred within the course and scope of employment and in the discharge of the employee's duties; and (iii) the employee was acting in the best interests of the District; and (iv) the employee did not violate District policies or procedures while carrying out the job responsibilities.
- c. The costs and expenses are reasonable under the circumstances. Any costs and expenses which are deemed to be excessive will not be reimbursed. Employees will not be reimbursed for any costs and expenses which are recovered in a civil suit filed against the employer's criminal accuser.

12. BIDDING AND CONTRACTING PROCEDURES. Except in cases in which the District 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 \$25,000.00 or more. The District may reject any and all bids. If it appears that the District can perform the work or secure material for less than the lowest bid, it may proceed to do so. If possible, at least three quotes shall be obtained for work or material, or both, involving an expense less than \$25,000.00. The purchase of equipment, apparatus, and vehicles shall be exempt from these bidding and contracting procedures provided, however, that the Board may adopt specific policies with respect to the purchase of such equipment, apparatus, and vehicles.

12.1 A Notice or Invitation to bid shall be published in a newspaper of general circulation within the District boundaries pursuant to state statute. The Notice will request sealed proposals for the construction to be done, or for the materials needed. The specifics of the contract will be stated; where and when the plans and specifications may be examined; and the time and place the sealed proposals will be opened and publicly read.

12.2 The Board retains the right at all times, in its sole discretion, to reject any or all proposals; determine the proposal and subcontractors that will serve the best interests of the District; and determine the proposal and subcontractors which are most responsible to perform the work.

12.3 Bids must be accompanied by an acceptable bidder's bond, or a certified check payable to the District, in an amount equal to 5% of the bid. If within the time designated in the Notice of Award, the Contract is not executed, and, if required, Payment and Performance Bonds and Certificates of Insurance are not provided, the District shall keep the bid bond as liquidated damages, and assess such other damages as the District may determine.

12.4 Payment and Performance Bonds are required for all construction contracts over \$50,000.00; and shall be discretionary with the Board for contracts which are under that amount.

12.5 Ten percent of all pay estimates shall be withheld during the construction until 50% of the contract work has been performed; thereafter, no additional sums shall be withheld if satisfactory progress is being made. For any project exceeding \$80,000.00, the contractor may deposit acceptable securities in lieu of such retained amounts in accordance with law. (Section 24-91-103, C.R.S.)

13. POWERS OF THE BOARD OF DIRECTORS. Without restricting the general powers and duties conferred by law, it is hereby expressly declared that the Board shall have the following power and duties:

13.1 To determine and designate, except as otherwise provided by law or these bylaws, those individuals who shall be authorized to make purchases, negotiate for the purchase of real estate, negotiate leases, and sign receipts, endorsements, checks, releases and other documents on behalf of the District.

13.2 To create standing or special committees of the Board 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, consistent with statutory powers.

14. MODIFICATION OF BYLAWS. These bylaws may be altered, amended or repealed at any regular meeting or at any special meeting of the Board called for that purpose after an initial presentation of the proposal at a prior regular meeting of the Board.

15. SEVERABILITY. If any provision of these Bylaws or the application thereof is held invalid, such invalidity shall not affect the provisions or applications of these Bylaws which can be given effect without the invalid provision or application. To this end, the provisions of these Bylaws are deemed severable.

ADOPTED this 14th day of September 2004 by the Board of Directors of the Southgate Water District.

Secretary