

## **Sky Ranch Community Authority Board**

### **Bylaws of the Sky Ranch Citizens Advisory Committee**

#### **I. Preamble:**

- A. The Board of Directors (CAB Board) of the Sky Ranch Community Authority Board (the CAB) wishes to encourage full and timely public participation in the decision-making process of the CAB Board on important CAB Board activities and, to expand that participation, the CAB Board has determined to create a Citizens Advisory Committee (CAC).
- B. Pursuant to Section 29-1-203 et. seq., C.R.S., and the respective Service Plans for the Sky Ranch Metropolitan District Nos. 1 and 3-8, as applicable (the Service Plans), the CAB Board has not, and legally cannot, delegate to the CAC any responsibility placed upon the CAB Board by law.

#### **II. Purpose/Mission:**

- A. It is the CAC's mission to advise the CAB Board:
  - 1. On matters of interest to the CAC;
  - 2. On matters of citizen participation relative to the Sky Ranch Master Planned Community (the Community), as served by the CAB, to further the benefits of living in the Community; and
  - 3. To facilitate public discussion and feedback concerning the CAB Board's activities and development within the Community, as related to services or improvements provided by the CAB.

#### **III. Composition of CAC:**

- A. Size of the CAC: The CAC shall consist of at least five (5), and no more than nine (9), members.
- B. Terms of Membership: Membership terms for CAC Leadership shall be two (2) year terms; provided, however, that the Chair position shall be a one (1) year term that may be extended by an additional one (1) year term by unanimous vote of the then-existing CAC. Membership terms for Members other than CAC Leadership shall be one (1) year terms. No member shall serve more than two (2) consecutive terms; provided, however, that the foregoing term limits shall not apply if: (i) no other individual in the Community is interested in serving on the CAC; or (ii) a

former Member is re-appointed to the CAC after a one-year absence from the CAC.

C. Qualifications and Appointment of CAC Members:

1. Appointing authority. The CAB Board shall be the appointing authority for the CAC, subject to the recommendations which follow.
2. CAC Leadership. The CAC Leadership shall be composed of three members of the CAC: a Chair, a Vice-Chair, and a Secretary. The CAC Leadership positions shall be elected in November by members of the CAC for: (i) the Chair position, a term of one (1) year from the first following January to the first following December, unless such term is extended by one (1) additional year pursuant to Section III.B., above; and (ii) the Vice-Chair and Secretary positions, respective terms of two (2) years running from the first following January to the second following December. In the event of a vacancy in the Chair's position, the Vice-Chair will take up the position and a new Vice-Chair will be elected by the CAC. Vacancies shall be filled within thirty (30) days of vacancy.
3. Nomination Procedure:
  - a) Required Representation – The CAB Board recognizes that the Community is growing, and that development is ongoing. Therefore, the Required Representation for CAC membership shall be a reasonable reflection and balance, as determined by the CAB Board, of Social Diversity (as defined below) and District Diversity (as defined below).
    - (1) Social Diversity: The CAB Board recognizes that the collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent of the individuals within the Community are a significant part of the Community's culture and wishes to foster acceptance of diversity and encourages full participation from a broad-based CAC membership. CAC membership shall include a reasonable representation of Social Diversity. Social Diversity includes without limitation, individual characteristics such as age, color, culture, ethnicity, gender, gender

identity or expression, race, national origin, geography, language or language preference, fluency, first-generation status, veteran status, physical ability, disability, political beliefs, religion/spirituality, sexual orientation, marital status/partnership, socio-economic status, economic resources, professional choices, methods, ideas, and other facets of social diversity.

- (2) District Diversity: Upon completion of development within the Community, CAC membership shall include a reasonable representation from each of the Sky Ranch Metropolitan Districts that have residential property within its boundaries (the Residential Districts). Until development within the Community is completed, CAC membership shall contain a reasonable representation of the then-existing Residential Districts, as determined by the CAB Board. For example, in 2021, if Sky Ranch Metropolitan District No. 1 (District No. 1) is the only Sky Ranch Metropolitan District that has residential property within its boundaries, all persons in the CAC membership may reside in District No. 1. For example, if in 2022, Sky Ranch Metropolitan District No. 3 (District No. 3) also has residential property within its boundaries, the CAC membership shall reflect a reasonable representation, as determined by the CAB Board, of those persons then residing in District No. 1 and District No. 3.
- b) Proposals for nominations – For Spring/Summer 2021, proposals for nominations may be submitted to the CAB Board, or one of its consultants. Following creation of the CAC, proposals for nominations may be submitted to the CAC by any interested individual then residing in one of the Sky Ranch Metropolitan Districts, after the existence of open position(s) has been publicized.
- c) Who makes nominations/approval or denial of nominations: Nominations for CAC membership shall be made to the CAB Board by the CAC. The CAB Board, in its discretion, may approve or deny the CAC's nominations for membership. In

the event the CAB Board denies a membership nomination, the CAC will submit further nominations to the CAB Board for its consideration.

- d) Selection: The CAC or CAB Board may conduct interviews of candidates for membership. Interviews shall occur at an open meeting, but deliberations regarding candidates may be at a closed meeting.
  - e) Vacancies: upon expiration of term or otherwise nominations to fill any vacancy on the CAC shall be made in accordance with the provisions of this section 3; provided, however, that the CAC may select its nominees from the proposals for nominations for the particular vacancy or vacancies to be filled if said proposals were received by the CAC within 6 months prior to the making of such nominations and if said proposals were received in response to publicizing of the existence of open positions in the particular categories of eligibility in which said vacancy or vacancies are to be filled. In the event of a failure to provide nominations to the CAB Board for any vacancy on the CAC within 90 days of notification of said vacancy, the CAB Board shall thereafter be free to appoint any person, having the qualifications set forth in these Bylaws, to fill such vacancy.
- 4. General qualifications: All CAC members shall be residents of one of the Sky Ranch Metropolitan Districts.
  - 5. Members who are absent from three (3) consecutive meetings will be deemed to have resigned their position.

**IV. CAC Duties and Activities:**

- A. Provide advice on the use and effectiveness of citizen participation techniques by the CAB Board.
- B. Assist in and facilitate public consideration and discussion of CAB Board activities.
- C. Advise the CAB Board in planning for issues of interest to the CAC, including but not limited to park and recreational facilities and activities.
- D. Provide input, skills, and knowledge towards specific projects through

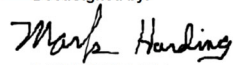
engagement with residents in the Community.

- E. Each CAC member shall actively serve and participate on the CAC.
- F. Neither the CAC nor any Member of the CAC has the authority to act or speak on behalf of the CAB Board. Any Member of the CAC who purports to act or speak on behalf of the CAB Board may be removed from the CAC for this reason or other reasons, at the CAB Board's discretion. Neither the CAC nor any Member of the CAC may enter into any contract in the name of the CAB, and shall not incur any debt, liability or obligation for or on behalf of the CAB.
- G. Public Meetings: CAC meetings shall be open to the public, and the CAC may receive public comments, in its discretion.
  - 1. The CAC shall meet at least once per year, and may schedule additional meetings as desired, upon majority vote of the CAC members. The Chair of the CAC shall set the date, time, and location of meetings and shall provide members with appropriate notice and agenda for such meetings. In the absence of the Chair, the Vice-Chair shall preside. In the absence of the Chair and Vice-Chair, following majority vote of the then-present members, any CAC member may preside.
  - 2. The CAC shall post meeting notices on the CAB's website to allow residents of the Community to attend CAC meetings. The CAC Liaison (defined below) may assist the CAC and/or coordinate with the CAB Manager regarding the postings.
  - 3. CAC meetings may take place in person, or by telephonic or electronic means (e.g., Zoom).
  - 4. The CAC shall keep written minutes of each meeting and make the minutes available for posting on the Sky Ranch CAB's website.
    - a) The written minutes shall reflect the CAC's activities and any individuals responsible for implementing same, as applicable.
    - b) The written minutes will be provided to CAC members for review and approval at regularly scheduled meetings.
  - 5. If a CAC member is unable to attend a meeting, he or she will notify the Chair and provide input to the Chair prior to the meeting.

H. CAC Recommendations:

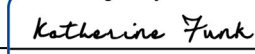
1. The CAC may forward recommendations, suggestions, advice, or any materials of its choosing (collectively, Recommendations) to the CAB Board for informational purposes only, or to the developer of the Community, as applicable.
2. Recommendations of the CAC must represent a quorum of the members of the CAC.
3. One of the CAC Leadership positions shall attend at least one of the CAB Board's regular meetings each year and shall provide a written report to the CAB Board regarding the CAC's annual activities for the preceding year, an anticipated work plan and estimated budget for the upcoming year. The CAC Liaison (defined below) may assist the CAC and/or coordinate with the CAB Manager regarding the annual activities, anticipated work plan and estimated budget.
4. The CAB Board has no obligation to adopt the CAC's Recommendations, but may do so in its discretion.
5. The CAB Board may designate a CAB Board representative or consultant to serve as a liaison between the CAC and CAB Board (CAC Liaison). The purpose of the CAC Liaison is to assist the CAC with budget and activity planning matters.

V. **Amendment of Bylaws:** Upon adoption of these Bylaws by the CAB Board, they shall govern all actions of the Citizens Advisory Committee. The CAB Board in its discretion may amend any provision of these Bylaws. The CAC may make a Recommendation to amend these Bylaws to the CAB Board following affirmative vote of at least two thirds of the members of the CAC, and the CAB Board may accept or deny such Recommendation in its discretion.

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President, Sky Ranch Community Authority Board

**Date Reviewed/Approved:** July 8, 2022

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Chair, Sky Ranch Citizens Advisory Committee

**Date Reviewed/Approved:** 8/9/2022

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Certificate Pages: 5	Initials: 0
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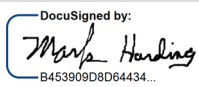
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	8/9/2022 1:55:59 PM
Completed	Security Checked	8/9/2022 1:55:59 PM

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