

Water and Sewer Board

Regular Meeting

City Council Chambers – City Center South
1001 11th Avenue – Greeley, Colorado
January 20, 2023 at 2:00 p.m.



Regular meetings of the Water and Sewer Board are held **in person** on the 3rd Wednesday of each month in the City Council Chambers, 1001 11th Avenue, Greeley, Colorado.



Members of the public may attend and provide comment during public hearings.



Written comments may be submitted by US mail or dropped off at the Water and Sewer office located at 1001 11th Avenue, 2nd Floor, Greeley, CO 80631 or emailed to wsadmin@greeleygov.com. All written



comments must be received by 10:00 a.m. on the date of the meeting.

Meeting agendas and minutes are available on the City's meeting portal at [Greeley-co.municodemeetings.com/](https://greeley-co.municodemeetings.com/)

IMPORTANT – PLEASE NOTE

This meeting is scheduled as an **in-person session only**. If COVID, weather, or other conditions beyond the control of the City dictate, the meeting will be conducted virtually and notice will be posted on the City's MuniCode meeting portal by 10:00 a.m. on the date of the meeting (<https://greeley-co.municodemeetings.com/>).

In the event it becomes necessary for a meeting to be held virtually, use the link below to join the meeting. Virtual meetings are also livestreamed on YouTube at <https://www.youtube.com/CityofGreeley>.

For more information about this meeting or to request reasonable accommodations, contact the administrative team at 970-350-9801 or by email at wsadmin@greeleygov.com





Water & Sewer Board Meeting - Rescheduled

January 20, 2023 at 2:00 PM

1001 11th Avenue, City Center South, Greeley, CO 80631

Agenda

1. Roll Call: _____ Chairman Harold Evans _____ Vice Chairman Mick Todd
 _____ Ms. Cheri Witt-Brown _____ Mr. Fred Otis
 _____ Mr. Joe Murphy _____ Mr. Tony Miller
 _____ Mr. Manuel Sisneros _____ Mayor John Gates
 _____ Mr. Raymond Lee _____ Mr. John Karner
2. Approval of Minutes
3. Approval of the Agenda
4. Welcome New Employees and Promotions
5. Tri-Annual Water Court Update
6. North Weld County Water District Customer Water Rate Policy
7. Integrated Water Resource Plan (IWRP)
8. Approval of Amendment to the IGA for Potable Water Interconnect
9. Legal Report
10. Executive Session
 - Longs Peak Dairy First Right of Refusal
11. Director's Report
12. Such Other Business That May Be Brought Before the Board Added to This Agenda by Motion of the Board.
13. Adjournment



If, to effectively and fully participate in this meeting, you require an auxiliary aid or other assistance related to a disability, please contact the Water and Sewer Department administrative staff at 970-350-9801 or wsadmin@greeleygov.com

**City of Greeley
Water and Sewer Board
Minutes of December 14, 2022
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:00 p.m. on Wednesday, December 14, 2022.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Cheri Witt-Brown, Tony Miller, Joseph Murphy, Manuel Sisneros, and Tammy Hitchens on behalf of Finance Director John Karner

Water and Sewer Department staff:

Utility Finance Manager Erik Dial, Chief Engineer Adam Prior, Water Resources Administrator II Alex Tennant, Water Resources Administrator III Cole Gustafson, Water Utility Financial Analyst Virgil Peirce, Senior Administrative Assistant Crystal Sanchez, Interim Office Manager Gigi Allen, Water Resource Administrator II Sam Harshbarger, Water Resource Planning Manager Kelen Dowdy, Communications Specialist II Cory Channell, Civil Engineer III Peter Champion, Utility Billing Manager Yesenia Padilla, Water Resource Administrator I Megan Kramer, Water Quality and Regulatory Compliance Manager Michaela Jackson, and Water Quality Technician Sydney Phillips

Legal Counsel:

Senior Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney II Dan Biwer, Environmental & Water Resources Attorney I Arthur Sayre and Counsel to Water & Sewer Board Attorney Carolyn Burr

Guests:

No guests attended

Director Sean Chambers joined virtually at 2:20 p.m. from the Colorado River Water Users Association annual meeting.

2. Approval of Minutes

Vice Chairman Todd made a motion, seconded by Mr. Otis, to approve the November 16, 2022 Water and Sewer Board meeting minutes. The motion carried 7-0.

3. Approval of the Agenda

There were no changes to the agenda

Consent Agenda

4. Approval of First Amendment to CPRW Professional Services Agreement

Recommended Action: Approve the First Amendment to the CPRW Professional Services Agreement and delegate authority to staff to make minor amendments to the agreement.

5. Approval of First Amendment to CPRW Second Reimbursement Agreement

Recommended Action: Approve the First Amendment to the Second CPRW Reimbursement Agreement and delegate authority to staff to make minor amendments or extensions to the agreement.

Ms. Witt-Brown moved that the Board approve the items on the consent agenda and their respective recommended actions. Mr. Murphy seconded the motion. Motion carried 7-0.

End of Consent Agenda

6. Pulled Consent Agenda Items

There were not items removed from the Consent Agenda

7. Welcome New Employees and Promotions

Erik Dial provided an introduction of new Water and Sewer Department employees starting this month.

Deputy City Manager Don Tripp on behalf of City Manager Raymond Lee joined the meeting at 2:17 p.m.

8. Approve 2023 Board Meeting Dates

Chairman Evans moved that the Board approve the 2023 Board meeting dates. Mr. Otis seconded. The motion carried 7-0.

9. 2023 Rates and Fees Resolution

Virgil Peirce presented information on the 2023 Water and Sewer Rates, Fees, and Charges. The water and sewer rates and fees fall user classifications were developed in response to the 2023 approved budgets for the Water and Sewer Enterprises.

Based upon extensive inflation in capital projects, increased operating expenses in inputs such as treatment chemicals and increased regulatory improvements at the city's wastewater treatment and reclamation facility, the rates all require upward adjustment to meet costs and maintain reliable infrastructure. Residential water rates will be set to increase ~ 2.5%, and residential sewer rates will be increased by ~18%.

Mr. Pierce explained that plant investment fees are updated annually for water and sewer. Because of ongoing city investments in the water system, the water plant investment fee is increased from \$11,200 up to \$12,100 for a ¾" tap. The sewer plant investment fee is increasing to \$6,900 for a ¾" water tap, an increase from the 2022 fee of \$6,800.

Using the pricing methodology approved by the Board at the July 2018 meeting, the cash-in-lieu of raw water fee will increase from \$39,500 to \$44,000 per acre-foot. The new cash-in-lieu price and plant investment fees will take effect on March 1, 2023.

Following Board discussion, Vice Chairman Todd moved that the Board adopt the Resolution concerning the 2023 Water and Sewer rates, fees and charges. Mr. Miller seconded. The motion carries 7-0.

10. Integrated Water Resources Plan (IWRP) - Update

Kelen Dowdy discussed how the IWRP team is approaching the analysis of Terry Ranch groundwater development and aquifer storage and integration and consideration on how the Board may define sustainable use of the water resources in storage at Terry Ranch. Ms. Dowdy's presentation covered the need to understand the range of likely water system demands in the future and the tradeoffs of making major investments in one part of the water system over others. The presentation discussed the analysis and need to identify near-term capital infrastructure investments that will be necessary regardless of Terry Ranch integration details. Next steps will include an analysis to explore what projects may support and optimize Greeley's water system once the Terry Ranch aquifer storage and recovery project is connected to other system infrastructure and operational.

The next regular update on the IWRP strategic water resource planning activities and analysis will take place at the January 2023 Board meeting.

11. Terry Ranch Infrastructure Project Update

Peter Champion, P.E., discussed how the Water and Sewer Department engineering staff is currently working on design and pre-construction activities for the first phase of the Terry Ranch Water Supply Pipeline. Because of the drought resiliency and water storage opportunity offered by the Terry Ranch project, the Board has requested a quarterly project update.

The first section has been prioritized on the south end of the alignment and is approximately six miles starting at the southern connection to the existing Bellvue sixty-inch water transmission pipeline. The planning and design work is being executed under a CMAR contract, and work packages A and B are currently at the 95% design phase. The contractor is currently creating the Guaranteed Maximum Price (GMP) for package A and B with planned start of construction in February 2023 depending on material availability. The Steel coil, a long lead time material, for the construction of the pipe has been ordered for work package A and B and the design drawings have been given to the pipe manufacturer for start of fabrication drawings. Work package C is currently in the design phase and working towards a 60% design completion.

For all future phases of the project, between Hwy 14 and the treatment plant location located at the Terry Bison Ranch, the design will be advanced from 30% to 60% in 2023.

The remainder of the pipeline will be broken into multiple segments for design and construction purposes. The second segment of the pipeline is in the Water Enterprise capital improvement plan, and it is tentatively planned for construction in 2024/2025 as funding becomes available.

Deputy Director Operations Nina Cudahy joined the meeting at 3:03 p.m.

12. EPA Lead and Copper Rule Revisions Update

Adam Prior and Michaela Jackson presented an informational overview of changes to the State's Lead and Copper rule. The water quality team routinely samples for lead and copper as required by our monitoring plan, and monitors water quality characteristics daily. However, historically there were some homes connected to city infrastructure with lead pipes, as people did not know that lead could seep out into drinking water at that time. The public information and recent regulatory enhancements for lead have come to fruition following the public health crisis in Flint, Michigan, from 2014-2019 where corrosive water combined with lead pipes exposed people to lead in their drinking water.

The water leaving Greeley's treatment facilities is lead-free. Lead does not come from our water supplies or the city's water delivery pipelines. However, Greeley has been monitoring and proactively removing lead from our supply network since the 1990's.

Historically, lead piping was sometimes used in the service lines that connect individual properties to the city water mains. The Water & Sewer Department previously replaced all known City-owned portions containing lead (from the water main to the water meter) but has not replaced the customer-owned portions (from the meter to the house). Up until now, these have been left for homeowners to replace at their own discretion. This means that in older homes built prior to 1981 (based on Greeley's adoption of the International Plumbing Code that banned lead in water service lines) the customer portion of service lines may still contain lead.

In December of 2021, the Environmental Protection Agency released revisions to the Lead and Copper Rule (LCRR), that strengthen the regulatory framework governing lead in drinking water. One of the key elements of the LCRR is the requirement for water systems to develop and maintain a service line inventory, including material information for both the public and privately owned portions of the system. The LCRR also required that any galvanized steel lines downstream of historical lead lines must also be removed.

Staff communicated that to continue to provide the best possible water to our customers, and to stay ahead of the regulatory framework the city is initiating two projects. The first project is titled; WATER SERVICE LINE INVENTORY POTHOLING PROJECT, this project will identify homes with lead service lines or galvanized steel downstream of historical lead service lines. The first phase will start in early 2023 and will begin with the digging of basketball sized potholes at 120 pre-determined properties to identify service line pipe material (public & private). This project will then be expanded to a further investigate 1,980 older homes over the next 3-5 years.

Before potholing begins, priority customers will receive a request to complete customer survey and direct communication. Where lead or galvanized steel downstream of historical lead service lines are identified, the project titled: WATER SERVICE LINE REPLACEMENT PROJECT will replace these water service lines. This project will replace service lines to the first fitting inside of the customer's house as required by the EPA's revisions at no cost to the customer. Customers will need to sign an acknowledgement and consent form for this work to take place.

Ms. Jackson informed the Board that information on this phase of the project has been provided to City Council and more information is available on the city website at [Lead and Copper \(greeleygov.com\)](https://www.greeleygov.com/Lead-and-Copper).

Cheri Witt-Brown left the meeting at 3:21 p.m.

Following a review of the remaining items on the agenda, Board Chairman Evans adjusted the order of the agenda to reflect the Director's Report as item number 13 and the Legal Report as item number 14 to allow Director Sean Chambers to speak virtually on the Director's Report.

13. Director's Report

Sean Chambers shared appreciation for the staff, Board, Finance Dept. and City Manager's office work on the 2023 budget and related rate adjustments. The team worked collaboratively and diligently to meet the utilities business needs while working to manage increased operational costs, inflationary impacts and several large regulatory driven projects for the municipal wastewater (sewer) treatment facility. Sean recognized that the rate adjustments were more significant than we would like, but necessary for maintaining a safe, reliable, regulatory compliant and resilient water sewer utility system. It was noted that several planned water system construction projects and water acquisitions were deferred beyond 2023 to help absorb the impacts of inflation across all operational and capital project budgets. The Wastewater rate adjustment is large, and the project is required to meet unfunded environmental health mandates. Sean noted additional appreciation for the low-income utility assistance program and noted its importance to the city and customers who need support.

Second, Sean noted that W&S Dept. staff have worked closely with Communications and Engagement Dept. staff to develop a rate and fee information communications plan. That plan includes a variety of communication strategies and tools, including written informational summaries, web page updates, YouTube.com informational videos, social media posts and a press release on the rate and fee adjustments for 2023. The attached info sheet will be provided as a bill stuffer for all customers.

Sean noted appreciation for allowing him to participate virtually while attending to the Colorado River Water Users Association, noting that approximately 40% of the city's water is sourced from the Upper Colorado River by way of the Colorado-Big Thompson and Windy Gap projects.

14. Legal Report

Carolyn Burr of Welborn, Sullivan, Meck & Tooley stated that based on our review of the October 2022 Water Court Resume, staff and water counsel do not recommend that the Water and Sewer Board file statements of opposition to any water court applications that would be due at the end of December 2022.

15. Such Other Business That May Be Brought Before the Board Added to This Agenda by Motion of the Board

Erik Dial brought forward the topic of the Northern Integrated Supply Program (NISP), a regional municipal water supply project that recently achieved a supportive record of decision (RoD), formalizing its USACE 404 and related project permits. The RoD was issued Friday, December 9, 2022.

In the past, staff have worked with water quality and engineering consultants to review and comment on the state and federal permitting analysis of project impacts and mitigation strategies. The NISP project, which aims to divert a large junior water right on the Poudre River above Greeley's Bellvue Water Treatment Plant and utilize water from ditches north of the Poudre River is proposing to build a large surface water reservoir north of Bellvue, known as Glade Reservoir.

The Water and Sewer staff will be working to obtain a copy of the RoD, evaluate resources to review the terms of the RoD and the incorporation of permit conditions that Greeley advocated for protecting its water and treatment facilities. Staff will follow up with the City Manager's office and Board as needed on this subject.

16. Adjournment

Chairman Evans adjourned the meeting at 4:01 p.m.

Harold Evans, Chairman

Raymond Lee, Board Secretary

Water & Sewer Agenda Summary

January 20, 2023

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title: Welcome New Water & Sewer Employees and Recognize Department Promotions

Summary: New Hires: **Randy Gustafson** – Part-time Water Resource Administrator III

Promotions: **Erik Dial** promoted from Utility Finance Manager to Deputy Director of Utility Finance and Customer Service
 Cole Gustafson promoted from Water Resource Administrator III to Water Supply Manager
 Griffin Myers promoted from Seasonal Conservation Intern to Part-time Conservation Intern II
 Lisa Peterson promoted from Part-time GIS Analyst to full-time Utility System Analyst
 Brian Cobb promoted from D Operator to C Operator

Recommended Action: Information only

Attachments: None

Water & Sewer Agenda Summary

Date: January 20, 2023

Key Staff Contact: Leah Hubbard, Water Resources Operations Manager

Title: 2023 1st Tri-Annual Water Court Update

Summary: The City of Greeley Water and Sewer Department is active in numerous Water Court matters to develop additional water supply and to protect existing water rights. In the last trimester, Greeley was active in 30 water court cases, 27 of which Greeley is an opposer. For 2022, water court legal costs equaled \$260,289 and engineering costs equaled \$237,983 for a total annual cost of \$498,272.

Recommended Action: Informational Only

Recommended Motion: Informational Only

Attachments: 1st Tri-Annual Water Court Update Memo



Water & Sewer Department MEMORANDUM

TO: Greeley Water & Sewer Board
FROM: Leah Hubbard, Water Resources Operations Manager
DATE: January 20th, 2023
RE: 2023 1st Trimester Water Court Cases Update

This memorandum is a review of the Water and Sewer Department's legal activities from September 2022 through December 2022. The review includes an update on Greeley's current Water Court cases and a summary of the Water Resources Division's legal expenses.

STATEMENTS OF OPPOSITION

Since the last update in September, Greeley has filed three statements of opposition and stipulated in four cases. Therefore, the current number of pending Water Court cases in which Greeley is an opposer is 27.

Statements of Opposition filed:

Case	Applicant
22CW3107	Buckhorn Highline Ditch
22CW3121	GMS of CCWCD

Stipulations filed:

Case	Applicant
19CW3073	United and South Weld Holdings
22CW3039	ACCWA Gilcrest Reservoir
20CW3070	Hunt Water, LLC
21CW3125	Parker Water and Sanitation District – Diligence Case

SERVING OUR COMMUNITY • IT'S A TRADITION

We promise to preserve and improve the quality of life for Greeley through timely, courteous and cost-effective service.

GREELEY AS APPLICANT

A summary of pending Water Court cases in which Greeley is the applicant is as follows:

21CW3056 (City of Greeley, et al., Poudre River Instream Flows Augmentation Plan)

On April 29, 2021, the City of Greeley filed a joint application with the Colorado Water Conservation Board, Colorado Water Trust, City of Fort Collins, City of Thornton, Northern Water, and the Cache la Poudre Water Users Association for approval of a plan of augmentation for instream flows in the Cache la Poudre River. The purpose of the augmentation plan is to preserve and improve the natural environment to a reasonable degree at various locations in the Poudre River from the Cache la Poudre at Canyon Mouth near Fort Collins gage to the confluence of the South Platte River. Greeley has proposed to include certain of its changed Greeley Irrigation Company shares in the plan. Twenty statements of opposition have been filed. The applicants responded to a second round of opposers' comments in November. The opposers will submit their next round of comments by January 20, 2023. So far, no opposers have stipulated. The case will be rereferred to the water judge soon.

22CW3042 (City of Greeley Change of WSSC)

On March 31, 2022, the City of Greeley filed its application for the change of 23.917 shares in the Water Supply and Storage Company ("WSSC"). Greeley is changing the shares from irrigation to municipal, augmentation, and other uses. Greeley also seeks a plan for augmentation and water exchange project for the replacement of return flows from the native portion of the Subject Shares and an appropriation of such return flows. Greeley also seeks a conditional direct flow water right for replacement of return flows. Twenty-four statements of opposition have been filed. Greeley circulated a proposed decree and engineering on October 14th and opposers' comments were due by January 13, 2023. Additional deadlines will be set by the referee at a status conference in late January.

22CW3220 (City of Greeley Lower Poudre Diligence)

On December 31, 2022, the City of Greeley filed its application for diligence for partially conditional water rights originally decreed in Case No. 99CW234, otherwise known as the Lower Poudre Diligence. This application concerns the partially conditional water storage rights for Flatirons Reservoirs 1-5 (a.k.a. Poudre Ponds) and the partially conditional rights of substitution and exchange. Greeley is seeking to increase the absolute storage amount in Poudre Ponds from 1,304 acre-feet to 1,458.6 acre-feet. Greeley is also seeking to increase the absolute rate of exchange from 6.14 c.f.s. to 9.04 c.f.s. from the Wastewater Treatment Plant to the Boyd and Freeman Headgate.

LEGAL & ENGINEERING EXPENSES:

The Water Resource Division's outside legal and engineering expenses from January through December 2022 totaled \$498,272, which is 77.47% of the total \$643,149 spent in 2021.

2022 Water Resources Legal and Engineering Costs

<u>1st trimester</u>	
Legal	\$125,915
Engineering	\$76,863.17
<i>Total</i>	\$202,778
 <u>2nd trimester</u>	
Legal	\$85,259.50
Engineering	\$80,736.25
<i>Total</i>	\$165,995.75
 <u>3rd trimester</u>	
Legal	\$49,114.00*
Engineering	80383.58*
<i>Total</i>	\$129,497.58
 <u>Annual Totals</u>	
Legal	\$260,289
Engineering	\$237,983.00
Total	\$498,272

** Due to changes in Finance, invoices were due by December 31, 2022, November and December invoices will be paid from trimester 1 of 2023.*

Water & Sewer Agenda Summary

Date: January 20, 2023

Key Staff Contact: Erik Dial, Deputy Director of Utility Finance and Customer Service

Title:

North Weld County Water District Customer Water Rate Policy

Summary:

Staff will summarize the process to transfer water customers from North Weld County Water District to Greeley as defined in the 2013 Water Service Agreement and discuss a proposed water rate policy for those transferred customers who are not located within the city limits.

Recommended Action:

For information and discussion. No action needed.

Attachments:

Power Point

Water Service Agreement between North Weld Water District and City of Greeley



Former North Weld Water Customers – Water Rates Policy Discussion

January 2023

Greeley and North Weld Agreement

- **Agreement finalized in early 2013**
- **North Weld County Water District's service area overlaps Greeley's Long Range Expected Growth Area (LREGA)**
- **Parties agreed that Greeley Water should be the water provider to simplify Greeley's land use control**
- **Defined the process for Greeley Water taking over North Weld's service area within LREGA while keeping North Weld financially "whole" through water sales**

Greeley and North Weld Agreement

- **Greeley must compensate North Weld for water assets conveyed to Greeley when system transfers occur**
 - **Staff from each water provider review pipe condition/material and negotiate value**
- **North Weld owes Greeley one C-BT unit and one Plant Investment Fee credit (1 GPM) per $\frac{3}{4}$ " tap transferred to Greeley**

Current Customer Transfer

- **Ongoing discussions with North Weld to take over water service for the Budweiser Annex plus an undetermined area outside the annexed area**
- **JB Acres subdivision (not annexed)**

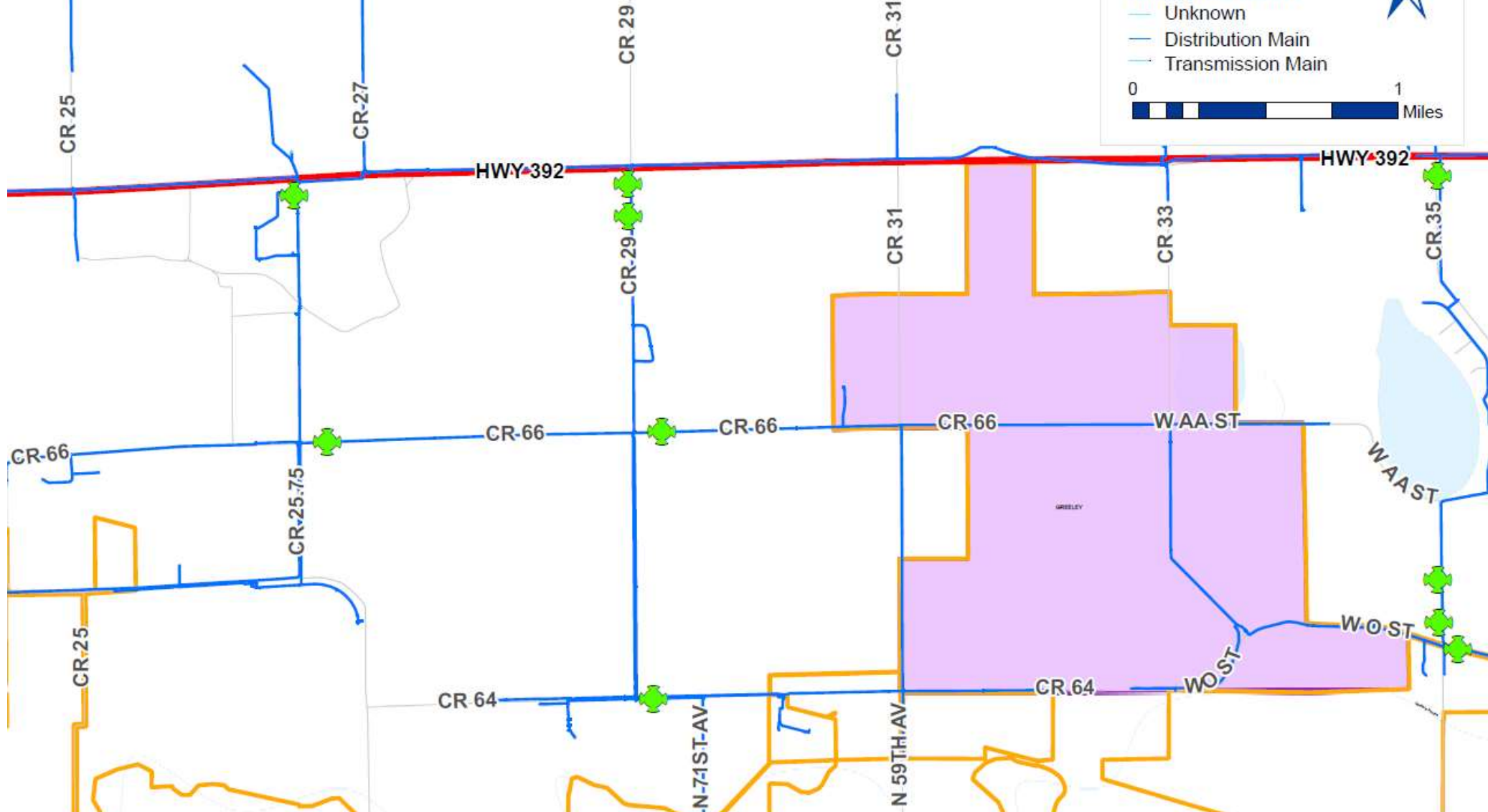
North Weld and Budweiser Annex

Legend

- Proposed Meters
- Greeley City Limits
- Budweiser Annex Area
- LREGA
- North Weld Water
 - Unknown
 - Distribution Main
 - Transmission Main



0 1 Miles



JB Acres



Water Rates

- **Former North Weld customers in the Budweiser Annex area will receive Inside City water rates with no action needed**
- **Former North Weld customers outside the annexed area will be charged Outside City water rates without an amendment to the Rate Resolution**

Rate/Bill Comparison

	Inside City Residential	Outside City Residential	North Weld
Service Charge	\$17.50	\$17.50	\$26.64 (includes 6 Kgals)
Rate/Kgal	\$5.39 (Tier One)	\$11.62	\$4.44
Example Bill (10 Kgals)	\$71.40	\$133.70	\$44.40
Example Bill (30 Kgals)	\$179.20	\$366.10	\$133.20

Recommendation

- **Bring an amended Rates Resolution for Board's consideration that adds a new customer class**
 - **Outside City – Former North Weld Service Area**
 - **Rates would be the same as Inside City Residential or Commercial**
 - **Residential customers would have the uniform rate until a Water Budget is developed**

Questions?

WATER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of the 5th day of February 2013, by and between the North Weld County Water District, acting by and through the North Weld County Water District Enterprise (hereinafter "District"), and the City of Greeley, a home rule municipality, acting by and through its Water Enterprise (hereinafter "Greeley")(collectively "Parties").

RECITALS

WHEREAS, the District is a statutory special district formed under the laws of the State of Colorado and is a quasi municipal corporation; and,

WHEREAS, Greeley is a home-rule municipal corporation; and,

WHEREAS, the North Weld County Water District Enterprise and the Greeley Water Enterprise are established and administered in compliance with the provisions of Section 20, Article X of the Colorado Constitution and Article 45.1 of Title 37 of the Colorado Revised Statutes, and the Greeley City Charter and Municipal Code, as applicable; and,

WHEREAS, the District (on its own or in cooperation with others) owns, maintains and operates a system for the storage and distribution of potable water within Weld County and Larimer County; and,

WHEREAS, Greeley owns, maintains and operates a separate and independent system for the storage and distribution of potable water to its residents and to other customers in Weld County and Larimer County; and,

WHEREAS, the District, as a non-profit quasi municipal statutory special district, must establish and provide water rates to cover the maintenance and operation, depreciation, replacement, and appropriate funding of capital costs of the District; and,

WHEREAS, Greeley's policy is to provide water service to all Greeley citizens; and,

WHEREAS, the District's policy is to provide water service within the boundaries of the District; and,

WHEREAS, the District has a master plan to serve a portion of its service area, lying north of the Poudre River, at densities between one and two dwelling units per five acres; and,

WHEREAS, portions of the District's service area overlap Greeley's Long-Range Expected Growth Boundary, which is outlined in Greeley's 2060 Comprehensive Plan; and,

WHEREAS, Greeley and the District have determined that it is in the best interest of the residents of Greeley and the District for the Parties to cooperate with each other in providing water services; and,

WHEREAS, by enacting Titles 31 and 32 and specifically § 31-35-402(1)(b) and § 32-1-502(2)(c) of the Colorado Revised Statutes and pursuant to Article XIV, Section 18 of the Colorado Constitution, the Legislature of the State of Colorado has: (a) determined that the State of Colorado has a valid interest in providing water for its citizens; (b) clearly articulated and affirmatively expressed the State of Colorado's policy to allow municipalities and special service districts to provide water by utilizing cooperative agreements and to eliminate competition in areas where each Party is capable of providing service; and (c) developed a structure to actively supervise municipalities and special service districts, if the Parties choose to utilize such agreements; and,

WHEREAS, taking into consideration the foregoing factors and the natural drainage basins and topography that affect the quality and cost of utility service in the overlapping service area, Greeley and the District desire to enter into a long-term contract for the treatment and delivery of potable water, to eliminate overlapping facilities, and to coordinate long-range planning prior to initiating costly capital expansion programs; and,

WHEREAS, Greeley and the District desire to craft this Agreement with the following guiding principles: to keep North Weld financially whole; to allow Greeley to maintain land use control of much denser, urban development in the overlapping service area; and to provide for flexible water sharing between the Parties; and,

WHEREAS, Greeley and the District enter into this Agreement pursuant to the provisions of § 29-1-203, C.R.S; and,

WHEREAS, the District and Greeley shall and will continue to own their own water rights individually and separately, with Greeley relying upon the yield of its own water rights to provide the raw water necessary for treatment proposed under this Agreement; and,

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, it is agreed by and between the District and Greeley as follows:

ARTICLE 1 DEFINITIONS

1.1 "Delivery Point(s)" shall mean the point(s) at which the Furnishing Party delivers water to the Receiving Party's water system.

1.2 "Furnish" shall mean to treat, to the standards set forth in Section 3.4, and deliver water, which includes all of the intermediate steps necessary to provide water at the Delivery Point(s).

1.3 "Furnishing Party" shall mean the Party who treats, delivers, and performs all of the intermediate steps necessary to provide water at the Delivery Point(s).

1.4 "Master Meter" shall mean a meter at which the Furnishing Party will furnish water to the Receiving Party to enable the Receiving Party to provide water service to its customers.

1.5 "North Greeley Service Area" shall be that area identified within the Long-Range Expected Growth Boundary outlined in Greeley's 2060 Comprehensive Plan.

1.6 "Notice" shall mean the notice described in Section 10.12

1.7 "Raw Water Requirement" shall mean untreated water in an amount equal to 110% of Greeley's net potable water usage at the Master Meter(s) for the previous year plus any anticipated increases or decreases in net usage.

1.8 "Receiving Party" shall mean the Party who takes delivery of water from the Furnishing Party at a Master Meter.

1.9 "Uncontrollable Forces" shall mean any cause beyond the control of the obligated Party, including, but not limited to, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, breach of construction contract by a third party or restraint by court or public authority, which through due diligence and foresight, such Party could not have reasonably been expected to avoid.

1.10 Unless described as "raw water", "water" shall mean water treated to the standards set forth in Section 3.4, and shall have the same meaning as "potable" or "treated" water.

1.11 "Water Service" shall mean providing water directly to individual customers.

1.12 "Water Supply" shall include, but is not limited to, existing water supplies, future water supply projects, and development of existing and after-acquired water rights.

1.13 "Water System" shall mean the distribution system whereby a Party provides water service.

ARTICLE 2 GENERAL PROVISIONS

2.1 This Agreement defines the method by which the Parties shall furnish and provide water service to individual customers located within the North Greeley Service Area. It shall also determine the method of transferring the District's customers to Greeley; the transfer of infrastructure upon the exclusion of territory from the District's service area; the provisions for furnishing water to the Parties' respective water systems; and the method by which this Agreement may be amended to account for future growth, expansion, and development within the North Greeley Service Area.

2.2 To account for the transfer of customers to Greeley within the North Greeley Service Area and to track portions of the District's service area that are excluded there from, this Agreement may be amended, from time to time, through the use of exhibits. The exhibits shall contain the information required by Articles 3, 5, and 8 of this Agreement and shall be identified and generally contain the following:

2.2.1 Exhibit A of this Agreement shall contain the name of each Master Meter and its corresponding location; the annual minimum amount of water that Greeley must purchase through Master Meter(s); and the maximum gallons per minute of water that shall be delivered through a Master Meter based on Plant Investment Fees paid and credited. If any of the foregoing information is inapplicable to a Receiving Party, that portion of Exhibit A shall so reflect.

2.2.2 Exhibit B shall contain a complete list of all customers transferred from the District to Greeley.

2.2.3 Exhibit C shall be a map depicting the North Greeley Service Area and any property excluded from the District's service area.

2.3 The exhibits identified in paragraph 2.2 shall be amended prior to any relocation of a Master Meter, increase in peak demand, transfer of customer, or exclusion of territory from the District's service area. The exhibits shall be redefined as agreed to in writing by the Parties, or their respective designee, and made effective in accordance with the Parties' respective rules and procedures. Each amendment shall fully replace the prior exhibit and shall be effective upon the date specified therein.

2.4 The terms of this Agreement shall only apply to the North Greeley Service Area and shall not be extend to, or binding on, the Parties in any other geographical location.

2.5 This Agreement is not intended to provide for emergency water connections and supplies. If, at any time after the effective date of this Agreement, the Parties determine that an emergency interconnection is needed, then the Parties shall negotiate a separate agreement to determine the locations and facilities that will provide for emergency interconnections and the terms and conditions thereof.

ARTICLE 3 WATER SUPPLY

3.1 The District shall furnish potable water via Master Meter(s) for use in Greeley's water system at the locations and in the maximum and minimum annual amounts, peak demands in gallons per minute, and minimum and maximum pressures that shall be specified in Exhibit A.

3.2 Upon the District's written request, Greeley may furnish potable water via Master Meter(s) for use in the District's water system, subject to the terms of this Agreement, at the location(s) that shall be specified in Exhibit A.

3.3 The minimum and maximum pressures shown in Exhibit A shall be met by the Furnishing Party at the Master Meter(s) only. The Receiving Party is responsible for all pressures within its system following delivery from the Furnishing Party at the Master Meter(s). No promise or guarantee of pressure is made by the Furnishing Party or is to be implied from anything contained herein except as established in Exhibit A.

3.4 The furnished water shall be potable water, the quality of which shall be in accordance with the Federal Safe Drinking Water Act and all other applicable drinking water regulations and potable water law. The Parties shall conduct all testing necessary to assure that the water furnished under this Agreement complies with all Federal and State drinking water standards. The Furnishing Party agrees to provide the Receiving Party with the results of its annual testing, on or before April 1 of each year, as required by Colorado Primary Drinking Water Regulations, 5 CCR 1003.

3.5 Neither Party shall, by reason of this Agreement or by use of any water hereunder, acquire vested or adverse right or future right, in law or equity, in the water rights or water system owned by the other Party.

ARTICLE 4 RAW WATER

4.1 On an annual basis, Greeley shall provide raw water to the District, for treatment and delivery by the District through one or more Master Meters, in the amount of one hundred and ten percent (110%) of Greeley's estimated net demand ("Raw Water Requirement"). The Raw Water Requirement shall be calculated based on Greeley's net potable water usage at the Master Meter(s) for the previous year, plus any anticipated increases or decreases in Greeley's net usage. Not later than September 1 of each year, Greeley will supply the District with estimates of its projected Raw Water Requirement for the following year. The Raw Water Requirement made available to the District shall be provided on an actual gallon basis as measured at the intake station at the Soldier Canyon Filter Plant. The stated "one hundred and ten percent (110%)" shall mean one hundred percent (100%) plus an allowance of ten percent (10%) to cover the estimated shrinkage from the Soldier Canyon Filter Plant to the Master Meter(s).

4.2 Greeley's Raw Water Requirement shall be met from the following sources: Colorado-Big Thompson Project ("CBT"), the Windy Gap Project, the Water Supply and Storage Company, the North Poudre Irrigation Company, or from any other source capable of being delivered to and treated by the District's then existing water treatment system to the standards set forth in Section 3.4, and otherwise usable in the District's water system.

4.3 The District shall not be required to acquire, rent or own any additional raw water necessary to meet the Raw Water Requirement. Greeley is solely liable to make arrangements for the raw water necessary to make available the Raw Water Requirement.

4.4 In the event that Greeley does not make sufficient raw water available to the District, based on Greeley's net usage, the District shall notify Greeley as soon as possible but no later than thirty days prior to the time when such additional raw water will be necessary. If, after such notice, Greeley fails or refuses to provide sufficient raw water, the District may, in its sole and reasonable discretion, provide such raw water, at an additional fee to Greeley ("Water Surcharge"). The Water Surcharge shall be determined solely by the District dependant on the availability of raw water and shall be applied per one thousand gallons of water delivered to Greeley of District supplied raw water. The District shall maintain dominion and control over all raw water provided to Greeley under this Paragraph 4.4, and Greeley releases any right to the return flows that result from such water supplied by District, including any reuse rights associated with such water.

4.5 Greeley shall maintain dominion and control over any and all raw water provided to the District for treatment under this Agreement, and the District releases any right to the return flows that result from such water supplied by Greeley, including any reuse rights associated with such water.

ARTICLE 5 FACILITIES

5.1 The Furnishing Party shall take such actions and make such connections between the Receiving Party's system and the Furnishing Party's system necessary to furnish water to the Receiving Party as required by this Agreement at the Furnishing Party's sole cost.

5.2 The Furnishing Party shall install, replace, relocate, or add any necessary metering equipment and Master Meter vault(s) as required by this Agreement. The Furnishing Party shall design the Master Meter vault(s) and flow control device(s) in accordance with the specification of the Furnishing Party. Design shall consider system growth. The Furnishing Party shall submit all designs to the Receiving Party for review and approval prior to construction or installation. Following the Receiving Party's review and approval of such design plans, the Receiving Party shall reimburse the Furnishing Party for all reasonable and customary costs and expenses including design,

construction and installation of all necessary metering equipment and Master Meter vault(s) replaced, relocated, or added after the date of this Agreement.

5.3 The Furnishing Party shall install, own and operate a flow-restricting device(s) at the Master Meter vault(s). Said device(s) shall be capable of controlling the flow rate, if applicable, to the Receiving Party within the rates set forth in Exhibit A. The Receiving Party shall not be responsible for charges based on deliveries at flow rates greater than the flow rates directed by Receiving Party in writing or as stated in this Agreement.

5.4 The Furnishing Party shall own and maintain the Furnishing Party's water system, including but not limited to any interconnection facilities, water lines, pump station and treatment plant facilities necessary to serve the Receiving Party as required by this Agreement up to the Master Meter(s). The Furnishing Party shall own the Master Meter(s), Master Meter Vault(s), Backflow Prevention Assembly, and flow and pressure control facilities, which shall be managed, administered, operated and maintained exclusively by the Furnishing Party. For the purpose of determining operation and maintenance responsibility, the Furnishing Party shall be responsible up to and including the outlet valve(s) on the Receiving Party's side of the Master Meter(s).

5.5 The Receiving Party shall maintain complete and unilateral control over the Receiving Party's system operations. The Receiving Party agrees that it will, at all times, to the extent practicable in the Receiving Party's reasonable discretion operate its water distribution system on the Receiving Party's side of the Master Meter(s) so as not to unreasonably interfere with service to others dependent upon the Furnishing Party for a supply of water. The Receiving Party agrees that it will, to the extent practicable in the Receiving Party's reasonable discretion, operate its facilities, especially any pumping or storage facilities, in correlation with operation of the Furnishing Party's facilities and will install and use such devices, including telemetry, as are necessary to effectuate correlation; provided, however, that Greeley shall not be obligated to pay for the installation of any physical changes to its water distribution system that will benefit only District customers within the District's service area.

5.6 The Parties agrees to maintain all facilities within their respective water systems in good repair and to make such replacements as may be necessary to keep the facilities in proper operating condition at all times.

5.7 The Parties shall cooperate with each other in acquiring any easements and other permits or approvals necessary to accomplish and place into effect this Agreement and for the construction of any necessary facilities.

5.8 Nothing in this Agreement shall be interpreted as creating an "Integrated System" within the meaning of the Colorado Primary Drinking Water Regulations, 5 CCR 1003. Each Party owns its own water system and each is a separate and independent system from the other.

ARTICLE 6 MASTER METERS

6.1 The Furnishing Party shall read the Master Meter(s) at monthly intervals under its own meter reading schedule. If requested by the Receiving Party, the Furnishing Party shall give the Receiving Party notice of any Master Meter reading and allow a Receiving Party representative to be present and observe. For all Master Meter reads performed by Greeley, as the Furnishing Party, it shall deliver the Master Meter reads to the District, on or before a date mutually agreed to by the Parties, in order for the District to calculate the net monthly flow amount as provided in Section 7.1.

6.2 At least once every five years, the Furnishing Party shall test and calibrate the Master Meter(s) at the Furnishing Party's cost. At anytime, upon the Receiving Party's written request, the Furnishing Party shall make or cause to be made a special meter test at the Receiving Party's cost. The Furnishing Party shall notify the Receiving Party in advance of any Master Meter test and allow a Receiving Party representative to be present and observe.

6.3 The readings of any Master Meter, which has been disclosed by tests conducted pursuant to American Water Works Association standards to be inaccurate, shall be corrected from the beginning of the monthly billing period immediately preceding the billing period during which the tests are made in accordance with the percentage of inaccuracy found by such tests.

6.4 If any Master Meter shall fail to register for any period, the Receiving Party and the Furnishing Party shall agree as to the amount of water furnished during such period and the Furnishing Party shall render a bill therefore. If no agreement can be reached, the billing shall be based upon historical usage data.

6.5 If at any time the Receiving Party desires to change the location of any Master Meter vault(s), the Furnishing Party will attempt to accommodate such request if, in the reasonable opinion of the Furnishing Party, such relocation will not detrimentally affect the Furnishing Party's water system in any manner and only upon the condition that Receiving Party shall be responsible for any and all costs and expenses thereof.

ARTICLE 7 RATES AND CHARGES

7.1 The District shall bill Greeley, in monthly intervals, based on Greeley's net monthly water usage. The net monthly usage shall be determined by the difference between Greeley's total monthly water usage and the District's total monthly water usage. If Greeley's total monthly usage is less than the District's, Greeley shall be given a credit that shall be applied to the next monthly billing cycle. In the event that Greeley has a monthly credit on December 31st of any year this Agreement is in effect,

the same amount shall be paid in full by the District to Greeley by January 31st of the following calendar year.

7.2 The District will adopt water service rates sufficient to totally and fully reimburse the District for all costs of furnishing water under this Agreement. Any portion of the rate that is identified as a recovered return on investment shall be limited to 4.5%. The District may adjust the charges to be made for the use of water hereunder. The rates charged to Greeley shall be directly related and limited to the cost incurred by the District in furnishing water to Greeley as fairly determined by the District. The charges provided for in this paragraph shall remain in effect until the District deems it necessary to raise or lower the charges for the water, in accordance with section 7.3. In addition to any other rate or charge herein provided, Greeley shall pay all applicable fees, and such other rates, tolls, charges or combination thereof as the District may, from time to time, in the exercise of its lawful authority impose consistent with this Article and Article 1, Title 32 of the Colorado Revised Statutes.

7.3 The District will, not less than once, but not more than two times in each calendar year, review the Plant Investment Fee and the rates for potable water furnished hereunder. If necessary and consistent with Sections 7.1 and 7.2 hereof, the District shall adjust such rates based upon actual usage and audit figures to produce sufficient revenues to maintain and operate the system necessary to serve Greeley and to establish and maintain reasonable reserves for operation and maintenance.

7.4 The District shall provide Greeley written notice of any expected rate change or any projected operation, maintenance or capital improvement cost that will affect the rates to be paid by Greeley as follows:

7.4.1 The District shall notify Greeley of a proposal for an increase in the rate charged to Greeley at least thirty days prior to the Board Meeting at which formal action on such proposal is scheduled;

7.4.2 The District shall notify Greeley of any new rate within ten days after the District has adopted it; and

7.4.3 The new rate to be charged to Greeley shall not become effective sooner than thirty days after it has been adopted and shall not apply to water delivered by the District on or before the effective date.

7.5 Billing for each month shall be made on or about the last day of the month and payment is due on the tenth day of the following month. Any bill not paid within sixty days of the payment due date shall be delinquent, and Greeley shall pay an additional delinquent fee of one and one-half percent of the unpaid monthly billing per month. If Greeley refuses or fails to pay any bill within sixty days of the payment due date, the District may discontinue delivery of potable water hereunder upon ninety days written notice to Greeley.

7.6 If Greeley's annual water usage does not equal or exceed the total minimum annual amount of water, as stated in Exhibit A, for all Master Meters furnishing water to Greeley, the District shall bill Greeley for the balance due in January of the following year.

7.7 For water service customers within the North Greeley Service Area, Greeley and the District shall establish their own separate rates, fees, and raw water requirements in accordance with the legal procedures and policies applicable to each entity.

ARTICLE 8

INCREASES IN PEAK DEMAND; TRANSFER OF CUSTOMERS; AND EXCLUSION OF TERRITORY FROM THE DISTRICT'S SERVICE AREA

8.1 The Parties have consulted with each other concerning the North Greeley Service Area using the following criteria: natural drainage patterns, topography, existing installations of capital facilities, the probable future needs of customers, the most cost-efficient means for delivering water service, and considerations which reduce the cost of service or result in higher quality of service to the customer. Based on the foregoing, the Parties agree that Greeley shall be responsible for providing water service to new customers within the North Greeley Service Area and, except as provided in this Agreement, the District shall not provide water service to new customers in the North Greeley Service Area.

8.2 The District presently provides water service to a number of customers within the North Greeley Service Area. Existing customers will continue to be served by the Party presently providing water service, except as provided for herein or as otherwise mutually agreed upon in writing by the Parties.

8.3 The District shall refer to Greeley any request it receives for water service within the North Greeley Service Area. Upon receipt of the referral, Greeley will determine whether it intends, or has the infrastructure in place, to provide water service to the applicant. Greeley shall provide written notice of its determination to the applicant and to the District as soon as possible but no later than ninety days after receipt of the application. If Greeley declines to provide water service to the applicant, then the District may provide water service.

8.4 As Greeley extends water service to new development, but prior to annexation by Greeley, Greeley and District may transfer existing District customers to Greeley's water system within the North Greeley Service Area, if Greeley determines that it intends, or shall have infrastructure in place, to provide water service to the existing customer.

8.5 When existing District customers are transferred to Greeley, the District shall permanently transfer to Greeley one unit of CBT per equivalent three-quarter inch tap transferred. In addition, the District shall credit Greeley with one gallon per minute

Plant Investment Fee per equivalent three-quarter inch tap transferred. Greeley shall, in turn, purchase from the District the annual usage of that tap at a Master Meter. The annual usage shall be set at 120,000 gallons per equivalent three-quarter inch tap. Both the annual use and the Plant Investment Fee credit shall be reflected in Exhibit A.

8.6 If Greeley expects additional demand above the peak demand of the transferred customer(s) as established in section 8.5, Greeley shall make written request to the District for the furnishing of additional water to meet such additional expected demand. Upon receipt of such written request, the District shall have thirty days to notify Greeley in writing of its decision and terms to supply such additional water. If the District decides to furnish such additional water, Greeley shall provide the Raw Water Requirements and pay the then existing Plant Investment Fee adopted by the District for each additional one gallon per minute beyond the peak demand amount specified in Exhibit A.

8.7 If the District expects additional master meters, water usage, or demand above the peak demand identified in Exhibit A upon the effective date of this Agreement, the District shall make written request to Greeley for the furnishing of additional water to meet such additional demand. Upon receipt of such written request, Greeley shall have thirty days to notify the District in writing of its decision and terms to supply such additional water. If Greeley decides to furnish such additional water, the District shall provide Greeley a Plant Investment Fee credit for each additional one gallon per minute peak demand requested by the District. Greeley may, in turn, assign or apply such credit at any Master Meter, identified in Exhibit A, that is furnishing water to Greeley as Receiving Party.

8.8 Following annexation of property located within the North Greeley Service Area and upon receipt of notice of intent to exclude territory, the District shall transfer to Greeley, within one year from the date of notice, all of the District's customers and infrastructure within the annexed area. Such transfer shall include all facilities, which are owned or maintained by the District, necessary to provide such service from the Master Meter(s) to the point of connection at the customer's facilities, including but not limited to mains, local distribution lines, meters, meter pits, booster pumps, easements, permits, or rights of way and valves. Such transfer shall not include any transmission lines or associated facilities, distribution lines or associated facilities, easements, permits, or rights of way the District determines are necessary to serve other existing or potential customers of the District. As consideration for such transfer, the following provisions shall apply:

8.8.1 In accordance with the District's Master Plan, the District anticipates serving an average of two three-quarter inch equivalent taps per every five acres of its service area that is located within the North Greeley Service Area. The Parties agree that the District's anticipated annual usage shall equal an annual use of 240,000 gallons of water per five acres. Therefore, as Greeley excludes portions of the District's territory from the North Weld Service Area, Greeley shall compensate the District by purchasing a minimum annual amount of water from

the District at Master Meters. The minimum annual amount of water shall be calculated based on the greater of either (1) the product of 240,000 gallons of water per five acres of all territory excluded in accordance with this section 8.8 or (2) the total annual usage of each equivalent three-quarter inch tap transferred to Greeley in accordance with section 8.5. The minimum annual amount shall be reflected in Exhibit A.

8.8.2 Greeley shall provide the District fair compensation for all facilities transferred from the District to Greeley, taking into account depreciation. The value determination provisions set forth in C.R.S. § 32-1-502, as the same may be amended from time to time, shall govern such compensation.

8.8.3 Greeley shall be responsible for all reasonable costs, excluding attorney fees, associated with the transfer of customers from the District to Greeley within the North Greeley Service Area. However, in the event litigation is pursued against Greeley and/or the District by a transferred customer, the parties shall be responsible for their own costs, expenses, attorney fees and awards, if any.

8.8.4 Exclusion of land from North Weld's territory shall occur before any further subdivision of the property.

8.9. At the time of transfer of customers and facilities to Greeley, North Weld shall provide the best available and known information regarding locations of water lines, meters, appurtenances, and other associated facilities to the best knowledge of the District. Greeley and the District agree to cooperate in preparation and transfer of such information as the Parties deem necessary. North Weld maintains responsibility for locating any of their active or abandoned lines including all asbestos-cement pipe. Any North Weld line transferred to Greeley becomes Greeley's responsibility for One-Call locating. North Weld will for two years assist Greeley in location of any transferred lines, including potholing and establishing position with GPS.

ARTICLE 9 TAXES AND EXCLUSION

9.1 Portions of the North Greeley Service Area are within the District's service area. Pursuant to Colorado Law, the District has authority to assess property taxes by imposition of a mill levy upon property within the District; however, at the time of this Agreement, no such assessment or levy is in place.

9.2 The District agrees that there shall be no property tax assessment or mill levy on any properties within the boundaries of the District that may be located in the North Greeley Service Area and annexed by Greeley. If it is determined to be necessary and/or required by law, the District agrees to exclude from its service area all such property located in the North Greeley Service Area and annexed by Greeley.

ARTICLE 10 GENERAL TERMS AND REMEDIES

10.1 This Agreement shall be effective on the date first above written and remain in effect on a perpetual basis unless terminated as provided in this Article.

10.2 The Parties agree to act in good faith and to the best of their ability in taking all steps necessary to fully implement the terms and conditions of this Agreement, including the execution and delivery of such other documents, certificates, agreements and other writings and the taking of such other actions as may be necessary or desirable to consummate or implement this Agreement. The Parties agree that this Agreement shall be construed and enforced as the fully integrated expression of their contract with respect to the matters addressed herein. No express or implied covenants not specifically set forth shall be deemed to be a part of this Agreement. The Parties expressly aver that no representations other than those specifically set forth in this Agreement have been relied upon by either Party to induce it to enter into this Agreement.

10.3 The Parties shall use reasonable diligence to provide a constant and uninterrupted supply of water, except for interruption or reductions due to: (1) Uncontrollable Forces; (2) operations or devices installed for water system protection; and (3) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of the Furnishing Party, necessary. Excepting cases of emergency, the Receiving Party will be given reasonable advance notice of such interruptions. Neither Party shall be considered in default under this Agreement if prevented from fulfilling any obligations by reason of Uncontrollable Forces. A Party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.

10.4 The Parties have implemented their own respective water conservation plans and shall not be required to adopt the other Party's conservation plan in whole or in part.

10.5 The invalidity or un-enforceability of any provision of this Agreement shall not affect or impair any other provision unless material to the performance of either Party.

10.6 Neither Party may assign or transfer all or any part of this Agreement without the prior written consent of the non-assigning Party which consent will not be unreasonably withheld.

10.7 In the event of a material breach of any provision of this Agreement by any Party, which is not corrected within one year from the date of notice of the breach, the non-defaulting party may either terminate or pursue litigation for specific performance of this Agreement. However, if this Agreement is terminated by the District due to an uncorrected material breach of any provision of this Agreement by Greeley, the District

will not cease water service to Greeley until after two years from the written date of notice of the breach. In the event of an uncorrected material breach of any provision of this agreement by the District, Greeley may terminate this Agreement due to said material breach in which case termination shall be effective two years from the written date of the notice of the breach.

10.8 The Parties agree that, in addition to any other remedies allowed by law consistent with this Agreement, the provisions of this Agreement may be specifically enforced in a Court of competent jurisdiction and, in any judicial action, the unsuccessful party agrees to pay all reasonable costs of such action as actually incurred by the successful party, including attorney fees. Venue for any action shall be the District Court in and for Weld County, Colorado.

10.9 None of the remedies provided for under this Agreement need to be exhausted or exercised as a prerequisite to either party's pursuit of further relief to which it may be entitled. No Party shall waive its rights hereunder by failing to exercise its rights; any such failure shall not affect the right of such Party to exercise at some future time the rights not previously exercised.

10.10 In the event Greeley desires to terminate this Agreement, Greeley shall give written notice to the District of such intent in accordance with the notice provisions of this Agreement. Twenty years after the giving of such notice, District shall no longer furnish water to the North Greeley Service Area through the Master Meters. However, during this twenty year period Greeley shall be obligated to take and pay for, or in the alternative pay for, the minimum annual volume of water defined by Exhibit A. All other provisions and terms of this Agreement, including but not limited to the establishment and descriptions of the North Greeley Service Area, shall remain in effect.

10.11 It is expressly understood and agreed that the terms and the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, are strictly reserved to the undersigned Parties and nothing in this Agreement shall give or allow any claim or right or cause of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned Parties that no person and/or entity, other than the undersigned Parties, receiving services or benefits under this Agreement shall be deemed any more than an incidental beneficiary only.

10.12 Any notice, demand or request delivered by mail, in accordance with this Agreement shall be deemed given seventy-two hours after the same is deposited certified mail, in any post office or postal box regularly maintained by the United States Postal Service addressed to the District at P.O. Box 56, Lucerne, CO, 80646 and to Greeley, attention to the Director of the Water and Sewer Department, at 1100 10th Street, 3rd Floor, Greeley, CO, 80631. The addresses may be changed at any time by similar notice.

10.13 Nothing herein shall constitute a multiple fiscal year obligation pursuant to

Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, Greeley's obligations under this Agreement are subject to annual appropriation by the City Council of the City of Greeley. Any failure by the Greeley City Council to annually appropriate adequate monies to finance Greeley's obligations under this Agreement shall terminate this Agreement in accordance with paragraph 10.10 at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the District of any failure to appropriate such adequate monies.

10.14 To the extent legally possible, each Party shall indemnify and hold the other Party harmless from and against any and all liability, loss, damages, costs and expenses, including reasonable attorney fees, arising from the identifying Party's negligence, including but not limited to, negligent delivery of water at rates or pressures which exceed the maximum pressure or do not meet the minimum pressure established on Exhibit A. By such agreement to indemnify and hold each other harmless, neither Party waives any defenses and immunities to third Parties, which it would otherwise be entitled under the Colorado Governmental Immunity Act.

10.15 This Agreement, along with all exhibits and addendums and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The terms of the Water Supply Agreement dated August 26th, 2011 ("August 26th, 2011, Agreement"), shall remain in effect, except that all exhibits attached to the August 26th, 2011, Agreement shall be incorporated and reflected in the corresponding exhibit that are attached hereto and thus superseded hereby. The parties hereby acknowledge and represent, by affixing their hands and seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ATTEST:

NORTH WELD COUNTY WATER DISTRICT

By: Robert Penbrecht
Secretary

By: Charles Ackman
President



City Clerk

APPROVED AS
TO SUBSTANCE:

By: _____
City Manager

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

APPROVED AS TO LEGAL FORM:
Lind & Ottenhoff LLP

By: _____
Kenneth F. Lind

CITY OF GREELEY, COLORADO

By: _____
Mayor

APPROVED:
Greeley Water & Sewer Board

By: _____
Chairperson

EXHIBIT A

**District Delivery Point 1:
(Knaus Master Meter)**

Meter Vault located at approximately 1,256 feet West of the centerline of 11th Avenue on O Street, Greeley, within the Northwest ¼ of Section 31, Township 6 North, Range 65 West of the 6th Prime Meridian, County of Weld, State of Colorado

*Minimum Annual Amount = 4,026,594 Gallons

**Peak Demand = 26 gallons per minute (gpm)

Maximum Pressure = 90 psi

Average Pressure Range = 80 to 85 psi

Minimum Pressure = 75 psi

***Minimum Annual Amount**

154,869 gallon average three year customer usage multiplied by 26 Net Transferred Customers identified in Exhibit B.

****Peak Capacity Available**

One gallon per minute for each 26 Net Transferred Customers identified in Exhibit B.

Plant Investment Fee

No Plant Investment Fee (purchased 26 gallons per minute equals 26 transferred taps)

**Greeley Delivery Point 1:
(Airport Master Meter)**

Meter Vault located North of the intersection of State Highway 263 and Fern Avenue, Greeley, within the Southwest $\frac{1}{4}$ of Section 2, Township 5 North, Range 65 West of the 6th Prime Meridian, County of Weld, State of Colorado

*Minimum Annual Amount = N/A

**Peak Demand = 3 gallons per minute (gpm)

Maximum Pressure = 85 psi

Average Pressure Range = 75 to 80 psi

Minimum Pressure = 60 psi

***Minimum Annual Amount**
N/A

****Peak Capacity Available**
Equals historical peak demand delivered through meter.

Plant Investment Fee
No Plant Investment Fee (no additional fee required for historical peak demand)

Exhibit B

GREELEY TRANSMISSION LINE CUSTOMERS

CUSTOMER NUMBER	SERVICE ADDRESS	CITY
070-776378-01	3501 E PROSPECT	FORT COLLINS
070-776386-01	1110 S SUMMIT VIEW DR	FORT COLLINS
070-776394-01	1101 S SUMMIT VIEW DR	FORT COLLINS
070-776408-01	1023 S SUMMIT VIEW DR	FORT COLLINS
070-776424-01	940 S SUMMIT VIEW DR	FORT COLLINS
070-776440-01	820 S SUMMIT VIEW DR	FORT COLLINS
070-776467-01	722 S SUMMIT VIEW DR	FORT COLLINS
070-776475-01	725 S SUMMIT VIEW DR	FORT COLLINS
070-776483-01	712 S SUMMIT VIEW DR	FORT COLLINS
070-776491-01	706 S SUMMIT VIEW DR	FORT COLLINS
070-776505-01	700 S SUMMIT VIEW DR	FORT COLLINS
070-776513-01	630 S SUMMIT VIEW DR	FORT COLLINS
070-776521-01	620 S SUMMIT VIEW DR	FORT COLLINS
070-776548-01	2919 PLEASANT ACRES DR	FORT COLLINS
070-776556-01	2941 PLEASANT ACRES DR	FORT COLLINS
070-776564-01	2932 PLEASANT ACRES DR	FORT COLLINS
070-776572-01	2914 PLEASANT ACRES DR	FORT COLLINS
070-776580-01	2933 E MULBERRY ST	FORT COLLINS
070-776599-01	2901 PLEASANT ACRES DR	FORT COLLINS
070-776602-01	2913 SUMMIT CT	FORT COLLINS
070-776610-01	556 SUMMIT VIEW DR	FORT COLLINS
070-776637-01	550 SUMMIT VIEW DR	FORT COLLINS
070-776645-01	542 SUMMIT VIEW DR	FORT COLLINS
070-776653-01	534 SUMMIT VIEW DR	FORT COLLINS
070-776688-01	2716 E MULBERRY ST	FORT COLLINS
070-776718-01	402 S SUMMIT VIEW DR	FORT COLLINS
070-776726-01	334 S SUMMIT VIEW DR	FORT COLLINS
070-776734-01	309 S SUMMIT VIEW RD	FORT COLLINS
070-776769-01	1924 E VINE DR	FORT COLLINS
070-776823-01	1727 RIDGECREST RD	FORT COLLINS
070-776866-01	423 SPAULDING LN	FORT COLLINS
070-776947-01	310 SPAULDING LN	FORT COLLINS
070-776955-01	204 SPAULDING LN	FORT COLLINS
TOTAL TAPS		33

Exhibit B

KNAUS SUBDIVISION

Premise/Account	Address	Water Class	PI Class	2008 Usage (K Gallons)	2009 Usage (K Gallons)	2010 Usage (K Gallons)	Average (K Gallons)
1523 000	1104 75th Ave.	1	1	92	61	76	76.33
1617 002	1105 75th Ave.	1	1	279	258	230	255.67
1533 000	1114 75th Ave.	1	2 (1GF)	228	219	249	232.00
1601 000	1107 75th Ave.	1	1	142	123	134	133.00
1614 000	1120 75th Ave.	1	2 (1GF)	283	199	265	249.00
1585 000	1119 75th Ave.	1	2 (1GF)	145	110	197	150.67
1600 000	1125 75th Ave.	1	1	158	98	132	129.33
1605 000	1126 75th Ave.	1	2 (1GF)	125	115	126	122.00
1587 000	7418 W 12th St.	1	2 (1GF)	237	144	221	200.67
1608 000	7412 W 12th St.	1	2 (1GF)	99	95	141	111.67
1540 000	1107 74th Ave.	1	2 (1GF)	161	165	197	174.33
1603 000	1102 74th Ave.	1	2 (1GF)	158	130	139	142.33
1559 000	1117 74th Ave.	1	2 (1GF)	242	214	254	236.67
1578 000	1118 74th Ave.	1	2 (1GF)	138	117	116	123.67
1602 005	1122 74th Ave.	1	1	202	127	72	133.67
222 000	1121 74th Ave.	1	3 (2GF)	456	373	394	407.67
1612 001	7317 W 12th St.	1	1	63	64	63	63.33
1583 001	1137 74th Ave.	1	1	329	178	244	250.33
1543 000	7404 W 12th St.	1	3 (2GF)	370	325	351	348.67
1598 000	7374 W 12th St.	1	2 (1GF)	133	128	156	139.00
1670 001	1103 73rd Ave.	1	2 (1GF)	122	56	131	103.00
2201 000	1106 73rd Ave.	1	1	178	169	112	153.00
1724 000	1112 73rd Ave.	1	1	122	119	107	116.00
1687 000	1111 73rd Ave.	1	2 (1GF)	212	198	244	218.00
1597 000	7308 W 12th St.	1	3 (2GF)	442	424	447	437.67
1711 000	1119 73rd Ave.	1	2 (1GF)	111	83	155	116.33
1736 002	1116 73rd Ave.	1	1	110	81	156	115.67
1744 002	7215 12th St.	1	1	147	143	176	155.33
1725 001	1125 73rd Ave.	1	2 (1GF)	208	183	215	202.00
1607 000	7216 W 12th St.	1	1	25	29	29	27.67
1662 001	7206 W 12th St.	1	1	159	112	163	144.67
1628 001	7110 W 12th St.	1	1	203	101	187	163.67
1899 004	7105 W 12th St.	1	1	167	116	208	163.67
1831 004	1155 72nd Ave.	1	1	167	25	174	122.00
1460 000	7111 12th St.	1	1	72	54	54	60.00
1843 000	7110 W 11th St. Pl.	1	2 (1GF)	247	163	198	202.67
1916 000	7104 11th St. Pl.	1	2 (1GF)	188	146	140	158.00
1863 002	7105 W 11th St. Pl.	1	1	207	138	162	169.00
1820 002	1149 72nd Ave.	1	2 (1GF)	53	47	51	50.33
1800 000	1133 72nd Ave.	1	1	39	34	68	47.00
1853 001	7104 11th St. Rd.	1	1	192	137	172	167.00
1871 002	7105 11th St. Rd.	1	1	42	43	37	40.67
1783 000	7111 W 11th St. Pl.	1	1	102	94	99	98.33
1911 001	7110 W 11th St. Rd.	1	1	168	149	179	165.33
2256 000	1129 72nd Ave.	1	3 (2GF)	291	253	273	272.33
1758 001	1109 72nd Ave.	1	2 (1GF)	178	131	138	149.00
1834 001	1114 72nd Ave.	1	1	107	110	62	93.00
1927 000	1104 72nd Ave.	1	1	206	181	252	213.00
1943 000	7201 11th Ave.	1	1	65	53	71	63.00

Exhibit B

Premise/Account	Address	Water Class	PI Class	2008 Usage (K Gallons)	2009 Usage (K Gallons)	2010 Usage (K Gallons)	Average (K Gallons)
2908 001	7217 11th Ave.	1	1	107	90	97	98.00
1751 001	7223 11th St.	1	1	61	61	27	49.67
1732 000	7307 11th St.	1	1	190	166	219	191.67
1660 004	7315 11th St.	1	1	22	104	189	105.00
1604 000	7403 11th St.	1	2 (1GF)	185	172	224	193.67
1534 002	7413 W 11th St.	1	1	30	26	27	27.67
1901 001	7104 W 12th St.	1	1	173	119	127	139.67
TOTAL		56		9338	7553	9127	154.87
TOTAL TAPS	56						

MISCELLANEOUS NORTH WELD TAP

Meter#	Address	City
446	1142 N. 11th Ave.	Greeley
880	1734 Holly Ave. (Dill Farm)	Greeley
1678	933 N. 11th Ave.	Greeley
TOTAL TAPS		3

Water & Sewer Agenda Summary

Date: January 20, 2023

Key Staff Contact: Kelen Dowdy

Title: Integrated Water Resources Plan Update

Summary: This presentation will go in detail on the analysis of Terry Ranch integration and sustainable use. Results from the Greeley System Model (GSM) with Terry Ranch fully integrated will be shared and will prompt discussion of how “sustainable use” will be defined. Consequently, results will also include integration alternatives like drought response, infrastructure additions, and water rights acquisitions. These integration alternatives seek to lower the need to drawdown native Terry Ranch supplies while also helping the City maintain Level of Service goals. The Terry Ranch “delta” or the difference between injection and withdrawal of TR supplies will be discussed at length. Secondly, the development of a water acquisition decision support tool will be introduced and discussed. The tool will bring adaptability and data-driven decision making front and center to our acquisition approach. Next steps will include an analysis to explore a fully integrated Terry Ranch within all the Planning Scenarios. Once completed, an adaptive plan and CIP will be created before completion of the IWRP and the final report.

Recommended Action: Information only

Attachments: None



Integrated Water Resource Plan

Water and Sewer Board Update

January 20, 2023



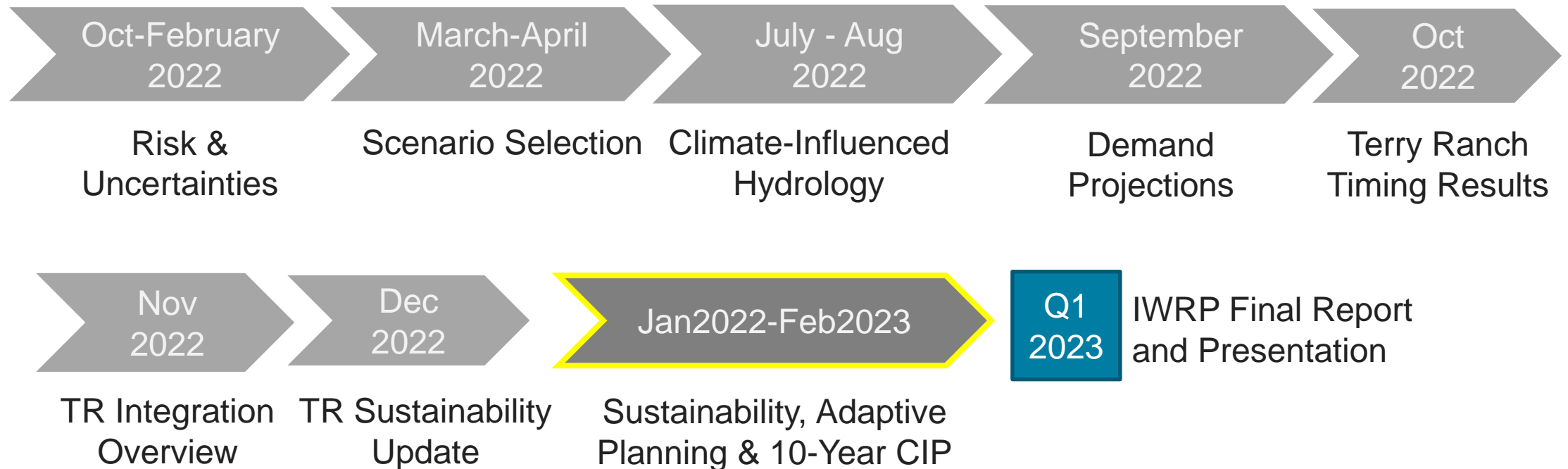


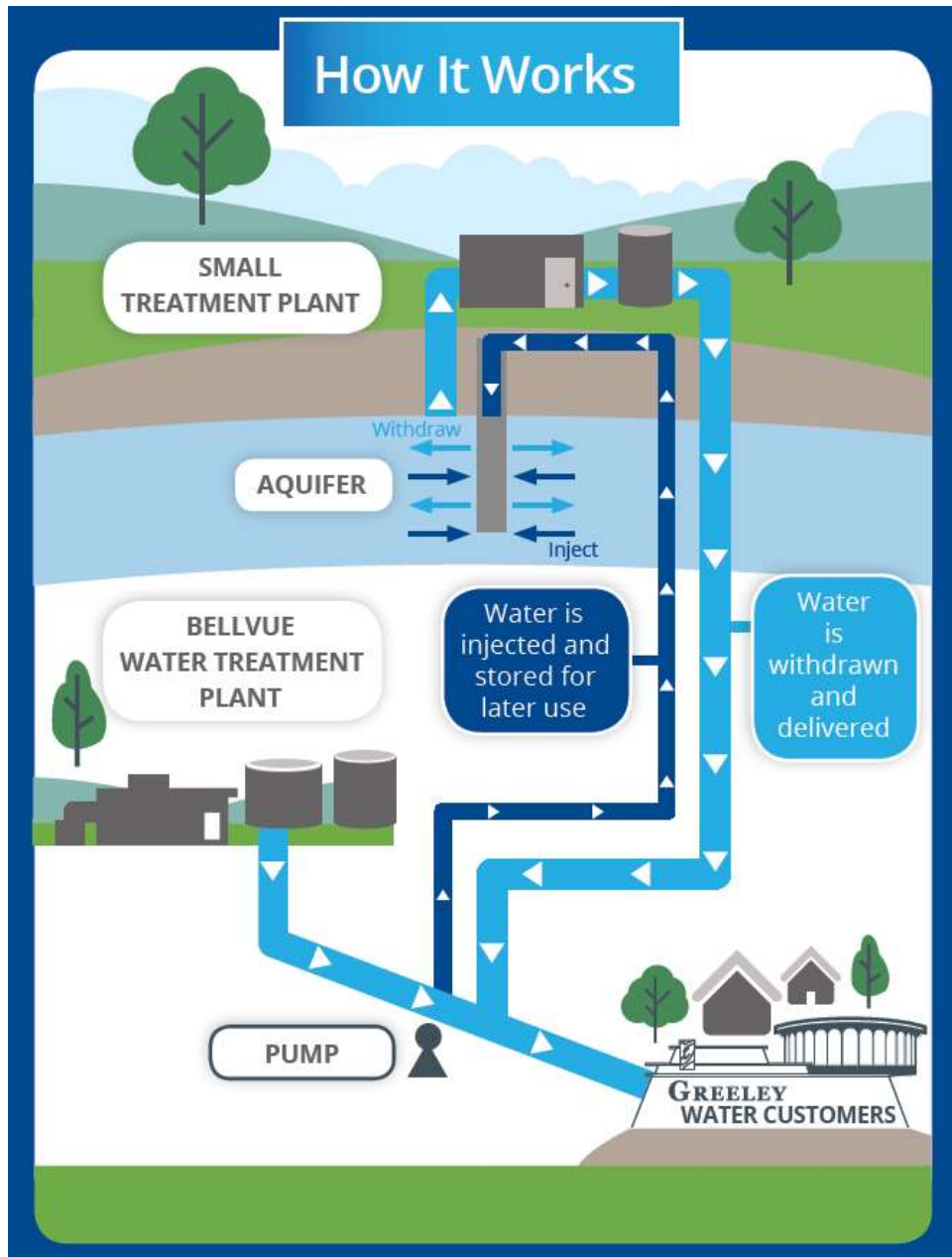
IWRP Vision Statement

“An actionable and adaptive master plan for Greeley’s water resources that uses modern, defensible methods to develop a roadmap ensuring a reliable water supply for our community through an uncertain future.”



IWRP Timeline





Terry Ranch

Key components:

- Aquifer storage and recovery project
- 1,200,000 AF decreed volume; 12,100 AF/yr decreed withdrawal
- Aquifer storage of wholly consumptive supplies
- Closed system with no functional losses (Non-Tributary Decree 11CW275)

Terry Ranch Integration in the IWRP

1. What is a sustainable use of Terry Ranch?
2. What does Greeley need to do to sustainably use Terry Ranch while meeting Level of Service?



Terry Ranch Integration

Terry Ranch Integration Modeling

- Simulate Terry Ranch fully integrated (injection and recovery) at largest feasible size (30 wells)
- Develop tradeoffs between Terry Ranch use and integration alternatives
- Results will identify the long-term Terry Ranch sustainability target the IWRP will plan for

Reminder. Terry Ranch fully integrated is likely far off into the future. The IWRP goal is to identify near-term projects that are effective regardless of integration details.

Analyzing Sustainable Use

Model Runs	Initial Observations
Terry Ranch on	Large injection/recovery delta
Terry Ranch on with drought response	Lowers drawdown need
Drought response triggers varied	Tradeoff between recovery and drought response
Sensitivity to annual demand	Biggest impact on Terry Ranch sustainability
Bring on additional sources and/or storage	Lowers drawdown need
Alternative analysis	Initial look into how other projects impact the injection/recovery delta

Terry Ranch Integration Alternatives

- Annual Demand Terry Ranch is online
- Drought Response Use
- Physical Infrastructure
- Water Rights Acquisitions
- Operational Changes

Possible Greeley System Model Settings

Annual Demand (acre-foot per year)	Drought Response Settings	Water Rights Acquisitions	Physical Infrastructure
<ul style="list-style-type: none">• 50,000• 45,000	<ul style="list-style-type: none">• Off• Triggered at 1 YOD• Triggered at 0.75 YOD	<ul style="list-style-type: none">• None• Additional Acquisition	<ul style="list-style-type: none">• None• Retiming Storage

Terry Ranch Integration Simulations

Set	Annual Demand	Drought Response	New Water Rights	New Infrastructure	Purpose
A	50,000 af	Off	None	None	Terry Ranch sustainability without drought response actions
B	50,000 af	1 YOD Trigger	None	None	Terry Ranch sustainability and drought response frequency tradeoff
C	50,000 af	0.75 YOD Trigger	None	None	
D	45,000 af	0.75 YOD Trigger	None	None	Terry Ranch sustainability with lower annual demand
E	50,000 af	0.75 YOD Trigger	Yes	None	Effect of water resources alternatives that could improve the sustainability of Terry Ranch use
F	50,000 af	0.75 YOD Trigger	None	Retiming Storage	
G	50,000 af	0.75 YOD Trigger	Yes	Retiming Storage	

Key Terry Ranch Integration Take Aways

- Terry Ranch works as envisioned
- The annual demand when Terry Ranch is fully integrated is the biggest driver of sustainability
- Some level of drought response may be required to improve long-term Terry Ranch sustainability
- Water resources alternatives can improve Terry Ranch sustainability:
 - Retiming surplus water supplies for injection
 - Acquire new water rights that reduce Terry Ranch usage

Preliminary Model Results Subject to Change

Terry Ranch Integration Results

Set	Settings	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta
A	No Drought Response	N/A	5,300	1,400	-337,400

Terry Ranch is drawn down long-term by ~337,000 acre feet

Preliminary Model Results Subject to Change

Terry Ranch Integration Results

Set	Settings	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta
A	No Drought Response	N/A	5,300	1,400	-337,400
B	Drought Response Triggered at 1 YOD	62%	4,100	2,000	-180,300

Drought Response at 1 YOD reduces the long-term use by 157,000 acre-feet. However, restrictions are active in 62% of years

Preliminary Model Results Subject to Change

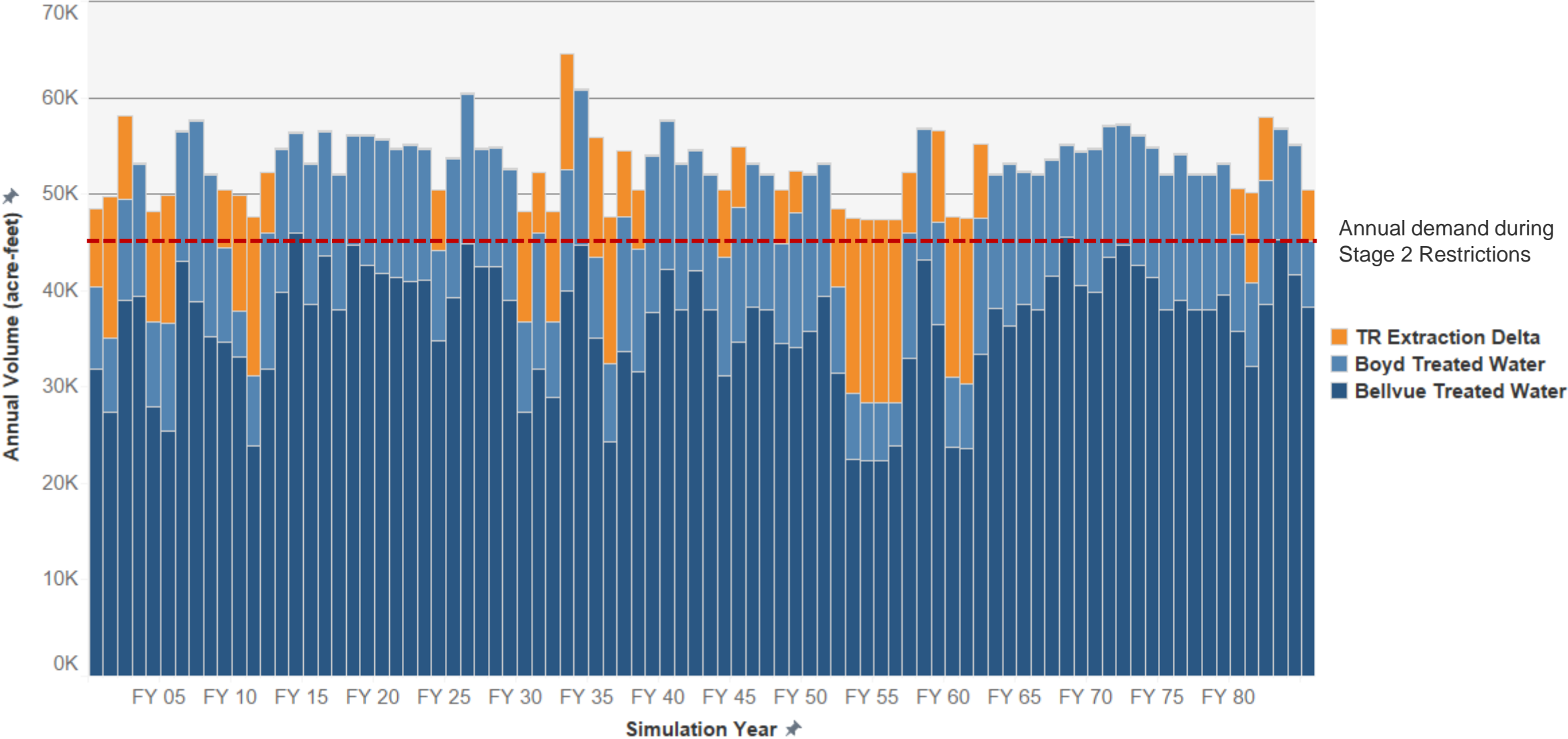
Terry Ranch Integration Results

Set	Settings	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta
A	No Drought Response	N/A	5,300	1,400	-337,400
B	Drought Response Triggered at 1 YOD	62%	4,100	2,000	-180,300
C	Drought Response Triggered at 0.75 YOD	32%	4,600	1,700	-254,100

Drought Response at 0.75 YOD reduces the long-term use by 83,000 acre-feet. Restrictions are active in 32% of years

Water Supply Sources

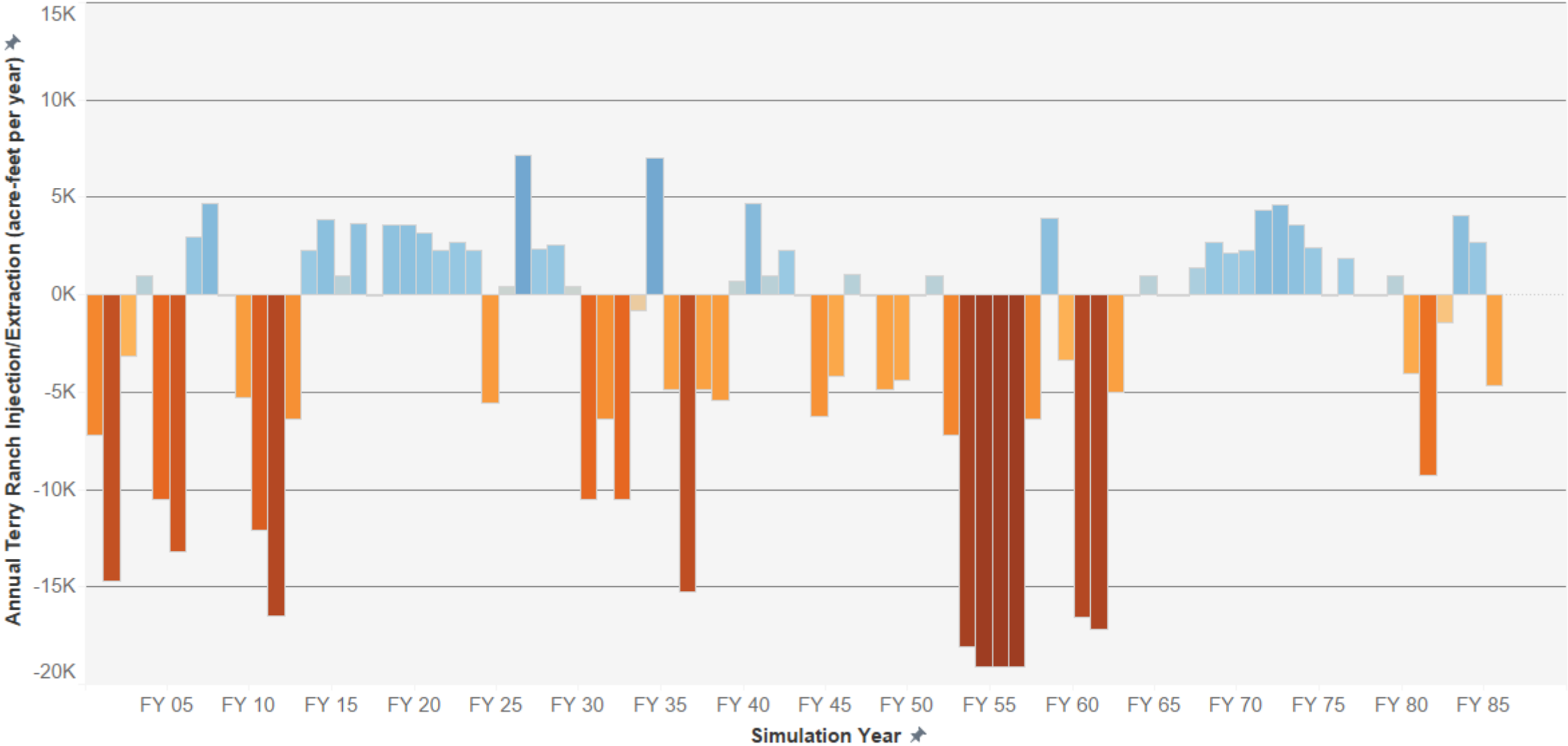
Preliminary Model Results Subject to Change



During severe droughts, most outdoor demands are met from Terry Ranch to preserve sufficient surface water storage. TR Supplies are also used to enhance surface water supplies.

Terry Ranch Injection/Extraction

Preliminary Model Results Subject to Change



Terry Ranch is used during droughts, and significantly during severe droughts. Injection outside of droughts cannot make up for extraction use during droughts.

Terry Ranch Integration Results

Set	Settings	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta
A	No Drought Response	N/A	5,300	1,400	-337,400
B	Drought Response Triggered at 1 YOD	62%	4,100	2,000	-180,300
C	Drought Response Triggered at 0.75 YOD	32%	4,600	1,700	-254,100

Increasing the frequency of drought response decreases the Terry Ranch use. What is the appropriate balance?

Preliminary Model Results Subject to Change

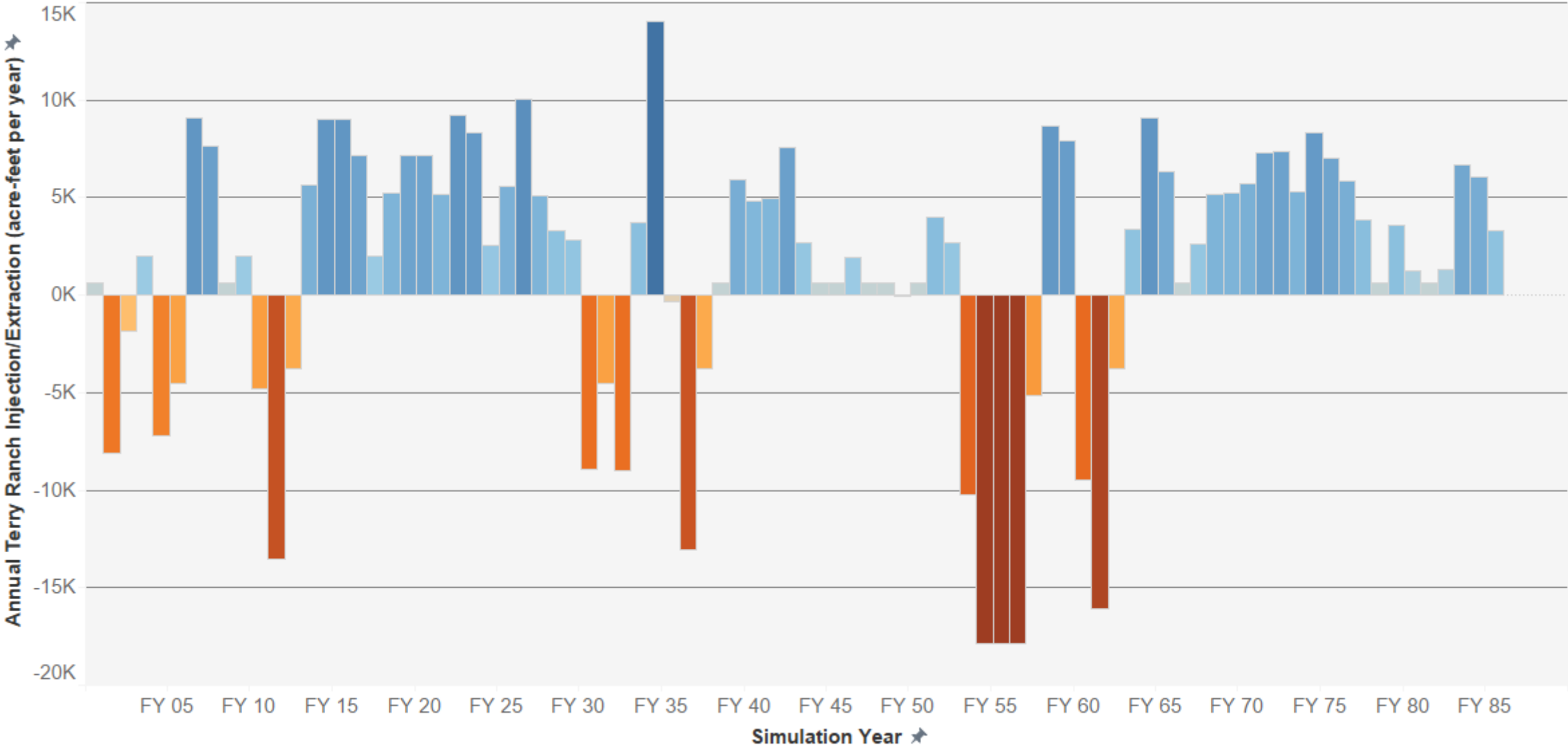
Terry Ranch Integration Results

Set	Settings	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta
C	Drought Response Triggered at 0.75 YOD	32%	4,600	1,700	-254,100
D	45,000 acre-feet demand	19%	2,700	3,600	82,500

With an annual demand to 45,000 acre-feet, Terry Ranch is used less overall. This creates a positive long-term delta of ~82,000 acre-feet.

Terry Ranch Use w/45,000 af Demand

Preliminary Model Results Subject to Change



At a lower demand, Terry Ranch is still a significant supply source during droughts, but has better opportunity to inject outside of droughts.

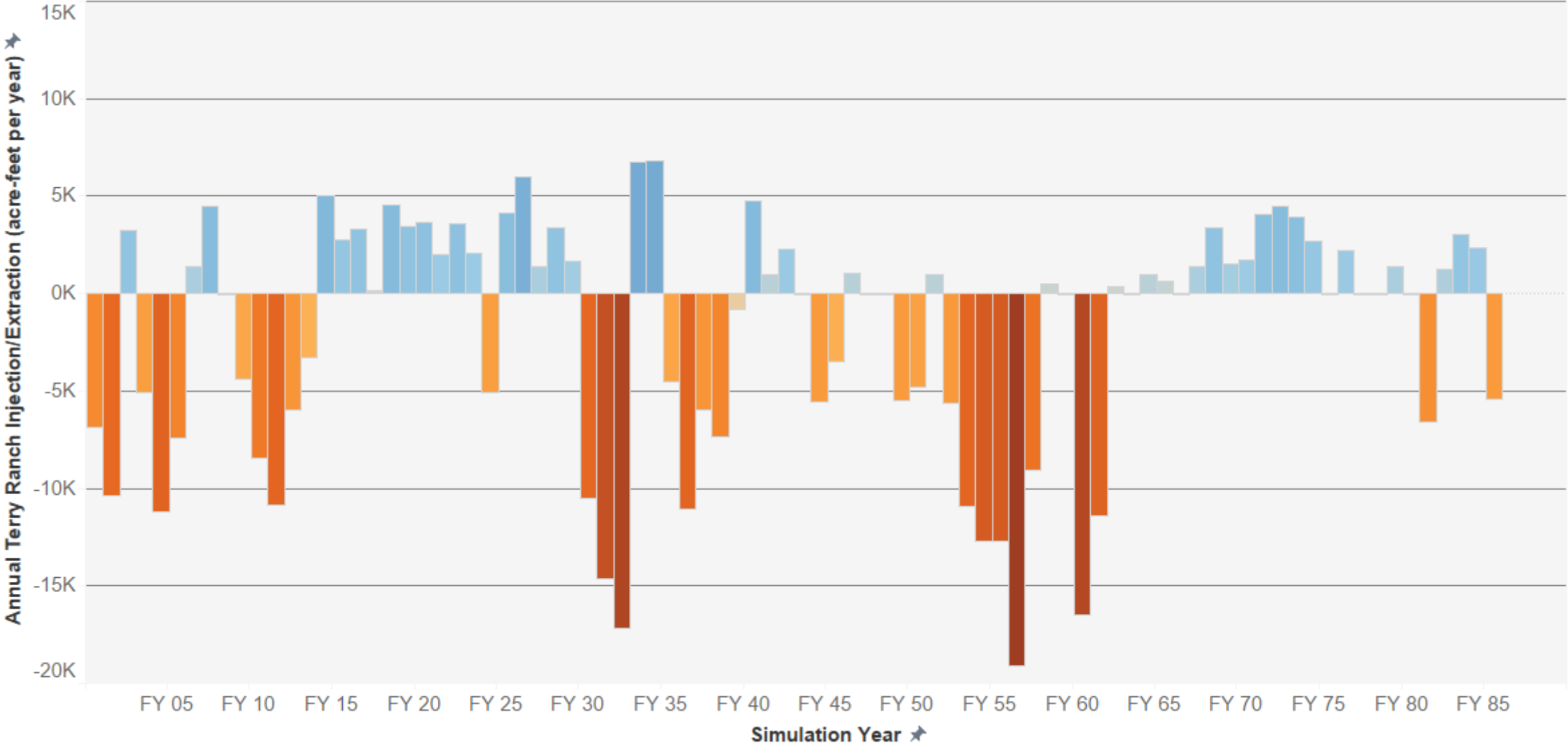
Preliminary Model Results Subject to Change

Terry Ranch Integration Results

Set	Settings	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta
Additional water resources alternatives could improve the long-term Terry Ranch sustainability					
C	Drought Response Triggered at 0.75 YOD	32%	4,600	1,700	-254,100
E	Additional Water Rights	30%	4,300	1,800	-217,500
F	Retiming Storage	38%	4,300	2,100	-188,300
G	Water Rights + Retiming Storage	35%	3,900	2,100	-156,200

Terry Ranch Use w/Supply and Retiming Alternatives

Preliminary Model Results Subject to Change



Adding new supply helps reduce the Terry Ranch use during droughts while retiming storage increases the injection outside of droughts.

Terry Ranch Integration Results

Set	Settings	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta
A	No Drought Response	N/A	5,300	1,400	-337,400
B	Drought Response Triggered at 1 YOD	62%	4,100	2,000	-180,300
C	Drought Response Triggered at 0.75 YOD	32%	4,600	1,700	-254,100
D	45,000 acre-feet demand	19%	2,700	3,600	82,500
E	Additional Water Rights	30%	4,300	1,800	-217,500
F	Retiming Storage	38%	4,300	2,100	-188,300
G	Water Rights + Retiming Storage	35%	3,900	2,100	-156,200

Key Terry Ranch Integration Take Aways

- Terry Ranch works as envisioned
- The annual demand when Terry Ranch is fully integrated is the biggest driver of sustainability
- Some level of drought response may be required to improve long-term Terry Ranch sustainability
- Water resources alternatives can improve Terry Ranch sustainability. What should Greeley act on now?
 - Retiming surplus water supplies for injection
 - Acquire new water rights that reduce Terry Ranch usage

Water Acquisition Decision Tool Purpose

- Greeley frequently evaluates water rights acquisitions
- Future water rights acquisitions will be focused
- Each system has unique challenges, opportunities, and barriers specific to Greeley
- Need adaptable tool to support decision-making when evaluating acquisitions

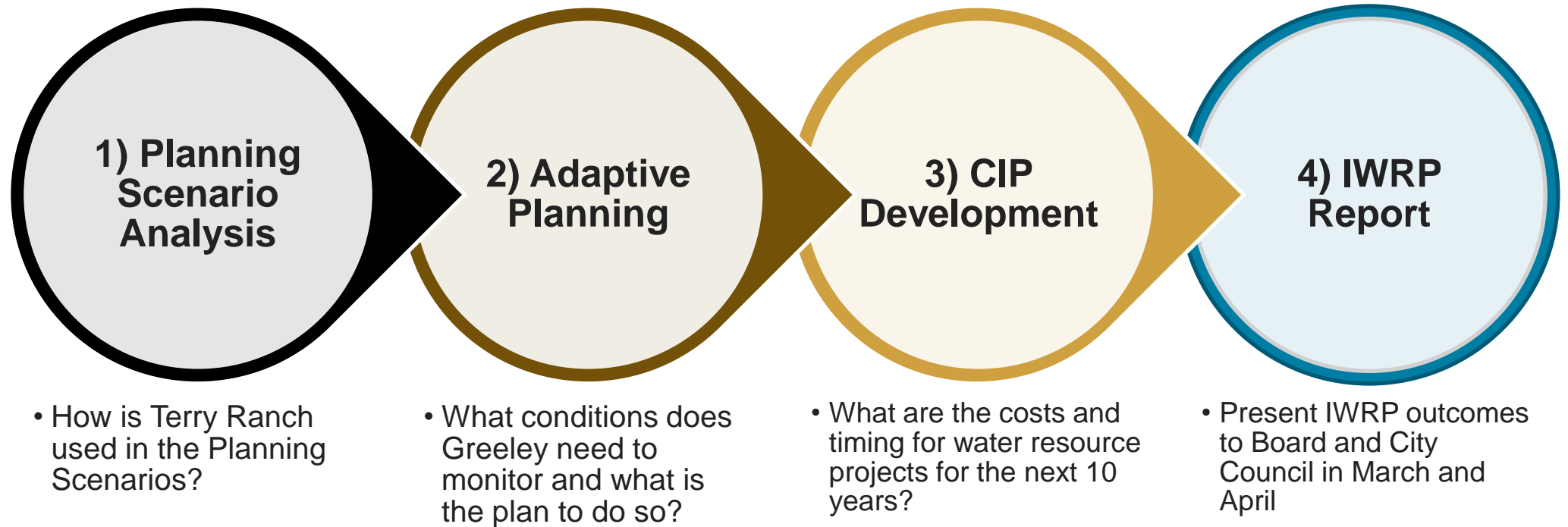
Water Acquisition Decision Tool Overview

- Identify individual systems that Greeley could acquire water rights in
- Define important criteria that separate benefits and challenges of individual systems
- Assess how individual systems score on each criteria

Potential Evaluation Criteria

Cost	<ul style="list-style-type: none"> • Purchase Price • Integration Cost • Operating Cost 	System Integration	<ul style="list-style-type: none"> • Integration into Existing System • Integration into Terry Ranch • Implementability
Reliability	<ul style="list-style-type: none"> • Potential Yield under Shifted Hydrograph • Seniority • Vulnerability to Change 	Availability	<ul style="list-style-type: none"> • Availability of water for Acquisition • Willingness of Owner to Sell • Risk of Price Escalation
Water Right/ Administration Considerations		<ul style="list-style-type: none"> • Legal Complexity • Ditch/Reservoir Company Considerations • Water Right Operational Flexibility 	

Next Steps





Questions?

Water & Sewer Agenda Summary

Date: January 20th, 2023

Key Staff Contact: Adam Prior, W&S Chief Engineer

Title: Amendment to the 2019 Intergovernmental Agreement for Potable Water Interconnect with North Weld County Water District

Summary:

The 2019 Intergovernmental Agreement for Potable Water Interconnect is an agreement between City of Greeley, North Weld County Water District (NWCWD), and the East Larimer County Water District. The agreement provides a framework for the construction of a new municipal grade potable interconnections that will give the parties the physical and legal ability to take raw water from another party, treat that water and delivery said water back through the new interconnection or other existing interconnections under the limited terms of the agreement.

The First Amendment to the IGA will provide Greeley and NWCWD a new point of interconnect that will be located between the Weld County Road 15 and Larimer County Road 1 and approximately 400 feet south of Harmony Road. The proposed interconnect would be located north of 60" Bellvue transmission line and directly connected to the new 36" Terry Ranch pipeline.

The water providers would also like to share the costs associated with the acquisition, construction, and installation of infrastructure for efficient and cost-effective construction.

The parties are negotiating the final terms of the First Amendment and will provide the latest draft for the Board's review on Tuesday.

Recommended Action:

Approve and recommend to City Council, if such approval is required based on reimbursement costs, the First Amendment to the 2019 Intergovernmental Agreement for Potable Water Interconnect and delegate authority to staff to make minor amendments or extensions to the same, provided the substance remains substantially unchanged.

Recommended Motion:

I move that the Board (1) approve the First Amendment to the Intergovernmental Agreement for Potable Water Interconnect and delegate authority to staff to make minor amendments or extensions to the same provided the substance remains substantially unchanged and (2) recommend that City Council approve the same if such approval is required based on final reimbursement costs.

Attachments:

- 2019 Intergovernmental Agreement for Potable Water Interconnect with North Weld County Water District and East Larimer County Water District
- First Amendment to the 2019 Intergovernmental Agreement for Potable Water Interconnect (to be provided on Tuesday, January 17, 2023).
- Exhibit D – Showing the Detailed Drawings, Specifics of the Cost Share, Details of Operations and Maintenance of the Interconnect Infrastructure

Amendment to the 2019 IGA for Potable Water Interconnect with North Weld County Water District

Water and Sewer Board| January 20, 2023



Background and Need for IGA Amendment

- Interconnect to provide potable water between NW & Greeley
- New location is east of I-25
- W&S installing new Terry Ranch water lines
- Cost effective to install during Terry Ranch pipeline construction due to proximity of infrastructure
- Limits future impacts due to rehab of transmission lines

2019 IGA for Potable Water Interconnect

- Allows for sharing of engineering and operational data
- Provides potable water for all parties in the following events:
 - Emergency Disruption
 - Operational Disruption
- Determined Interconnect requirements
 - Raw water provided
 - Water Quality
 - Cost of water



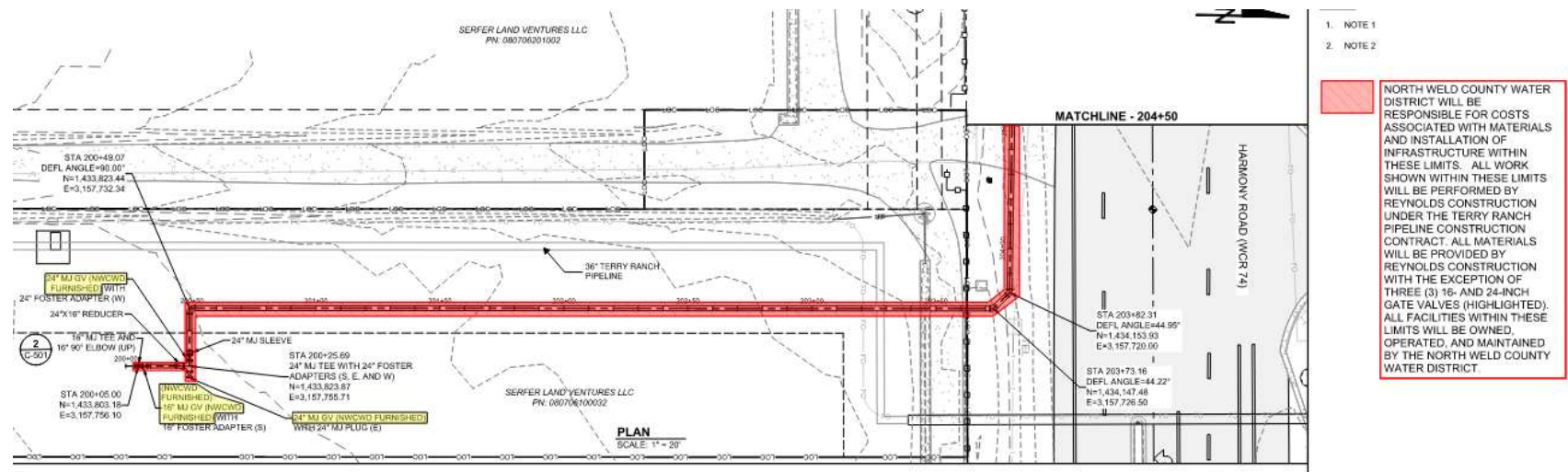
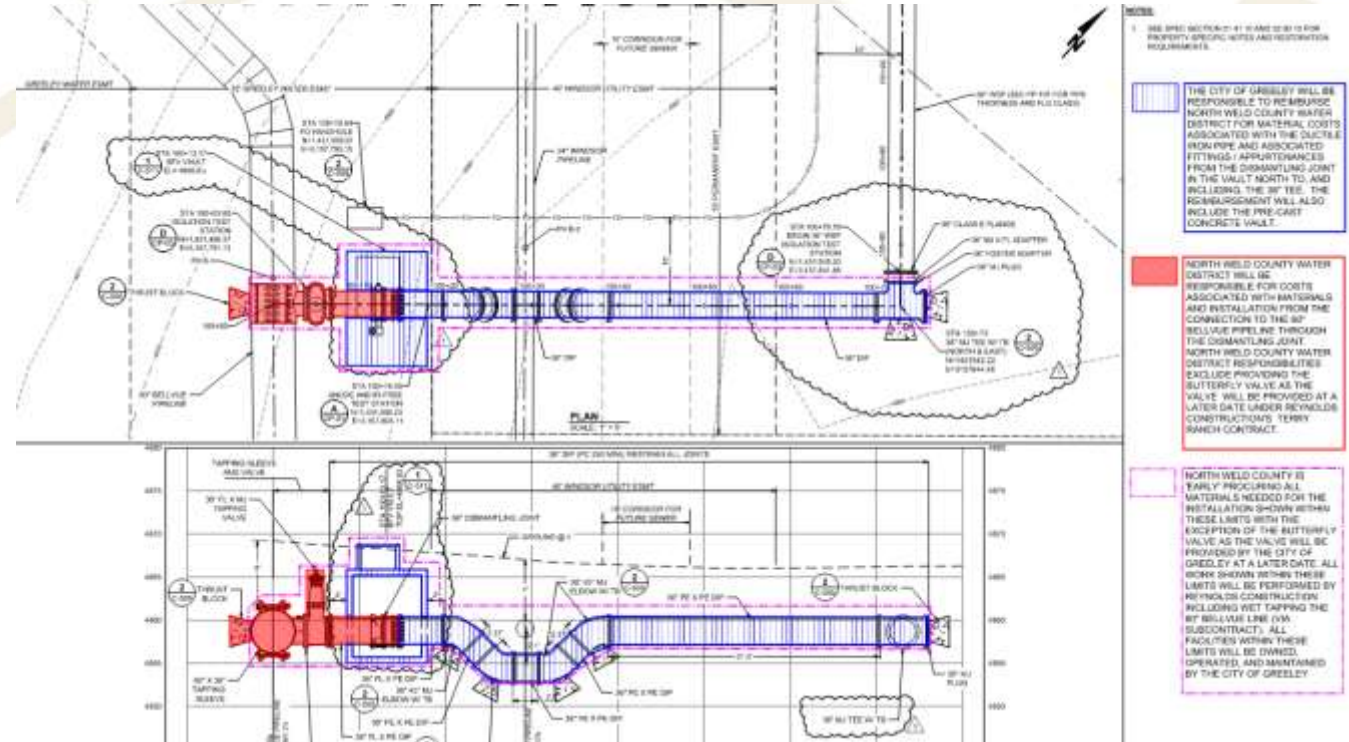
Proposed Harmony Road Interconnect

- Pump station required to provide water to NWCWD
- Greeley can take water directly from NWCWD system
- Reduced cost to Greeley for Terry Ranch project



Cost Sharing and Reimbursement of Infrastructure

- Allows for materials provided from NWCWD & Greeley
- NWCWD to reimburse Greeley for the buried infrastructure
- NWCWD to pay for most of the infrastructure
- Reduced costs for Terry Ranch project





Staff Recommendation

Water & Sewer Department Staff Recommend the Board Approve and Recommend to City Council, if required based on reimbursement costs, the 1st Amendment to the 2019 IGA for Potable Water Interconnect with NWCWD & ELCO



Questions?

CITY OF GREELEY, COLORADO
RESOLUTION NO. 38, 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR POTABLE WATER INTERCONNECT WITH NORTH WELD COUNTY WATER DISTRICT AND EAST LARIMER COUNTY WATER DISTRICT.

WHEREAS, pursuant to C.R.S. § 29-1-203, governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the following cooperating units of government; and

WHEREAS, in accordance with Greeley Municipal Code § 2.07.040, the City of Greeley (“Greeley”) has the authority to enter into cooperative or joint activities with other governmental bodies by intergovernmental agreement; and

WHEREAS, North Weld County Water District, East Larimer County Water District (collectively “Districts”), and Greeley previously entered into that certain Potable Water Intergovernmental Agreement on September 27, 2018, which expired on November 15, 2018 (“2018 IGA”) and is attached hereto as Exhibit B; and

WHEREAS, Greeley and Districts are neighboring water providers that have a continuing common interest in obtaining high-quality potable water in sufficient quantities to meet the present and future needs of their citizens and service areas during times of emergency and operational need; and

WHEREAS, in addition to their own needs and demands, Greeley and Districts from time to time may have excess capacity to treat raw water for one another; and

WHEREAS, Greeley and Districts wish to cooperate with one another by operating interconnections and providing temporary service between their respective water treatment and distribution systems in order to meet the needs of their respective customers; and

WHEREAS, Greeley and Districts will continue to own their raw water supplies, each relying upon the yield of its own supply to provide the raw water necessary for treatment; and

WHEREAS, Greeley and Districts desire to exchange engineering and operational data in furtherance of the design, construction, operation, repair, and maintenance of a new interconnection; and

WHEREAS, Greeley and Districts desire to exchange engineering and operational data in furtherance of the operation, repair, and maintenance of two extant interconnections; and

WHEREAS, Greeley and Districts are agreeable to entering into a long-term contract (“2019 Interconnect IGA”) for the treatment of potable water during times of emergency and operational need; and

WHEREAS, Greeley and Districts have reduced their understandings, and the terms and conditions of the 2019 Interconnect IGA, to writing; and

WHEREAS, it is in the best interest of the citizens of Greeley for the parties to enter into the 2019 Interconnect IGA.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby approves the 2019 Interconnect IGA, attached hereto and incorporated herein as Exhibit A, and authorizes the appropriate City officials to execute the same.

Section 2. The City Council hereby delegates authority to City staff and legal counsel to make minor revisions to the 2019 Interconnect IGA before execution, provided the material substance remains unchanged, and authorizes City staff to perform all terms and conditions contemplated by the 2019 Interconnect IGA upon its final execution.

Section 3. This resolution shall become effective immediately upon its passage and signature.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS 1st DAY OF October, 2019.

THE CITY OF GREELEY, COLORADO



By:

Mayor

City Clerk

EXHIBIT A TO CITY COUNCIL RESOLUTION

INTERGOVERNMENTAL AGREEMENT FOR
POTABLE WATER INTERCONNECT

BETWEEN THE CITY OF GREELEY, COLORADO
AND NORTH WELD COUNTY WATER DISTRICT
AND EAST LARIMER COUNTY WATER DISTRICT

This INTERGOVERNMENTAL AGREEMENT FOR POTABLE WATER INTERCONNECT ("Agreement") is entered into as of 14th day of October, 2019 ("Effective Date"), by and between **THE CITY OF GREELEY**, Colorado, a home rule municipality ("Greeley") and **NORTH WELD COUNTY WATER DISTRICT, acting by and through the North Weld County Water District Enterprise ("North Weld")** and **EAST LARIMER COUNTY WATER DISTRICT, acting by and through the East Larimer County Water District Water Activity Enterprise ("ELCO")**, water activity enterprises of special districts organized under Title 32, Article 1, Colorado Revised Statutes (jointly, "Districts") (Greeley and the Districts are collectively referred to as "Parties" and individually as "Party").

WHEREAS, pursuant to C.R.S. § 29-1-203, governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the following cooperating units of government; and

WHEREAS, in accordance with Greeley Municipal Code § 2.07.040, Greeley has the authority to enter into cooperative or joint activities with other governmental bodies by intergovernmental agreement; and

WHEREAS, Greeley and Districts previously entered into that certain Potable Water Intergovernmental Agreement dated September 27, 2018, which expired on November 15, 2018 ("2018 IGA"); and

WHEREAS, Greeley and the Districts are neighboring water providers and believe it to be in the best interest of all Parties and their constituents to provide for an interconnection between their respective potable water treatment and distribution systems to facilitate potential cooperation in treating and delivering water in the event of a disruption of water service adversely impacting any Party as a result of emergencies and/or operational disruptions; and

WHEREAS, Greeley and Districts wish to cooperate with one another in the design, construction, operation, repair, and maintenance of an additional shared interconnection, as set forth more fully below; and

WHEREAS, Greeley and Districts desire to reduce their understandings, and the terms and conditions of this Agreement, in writing as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, and in further consideration of the mutual covenants contained herein, Greeley and each of the Districts agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:
- A. Authorized Representative: With respect to the Districts, the Managers thereof or other responsible party having authority to authorize the sale or purchase of water and, with respect to Greeley, the Director of Water & Sewer or any employee designated by the Director of Water & Sewer to authorize the sale or purchase of water under this Agreement.
 - B. Bellvue Treatment Plant: The water treatment plant owned by Greeley located in Bellvue, Colorado.
 - C. C-BT Unit: One (1) unit of Colorado-Big Thompson Project water available under an allotment contract with the Northern Colorado Water Conservancy District.
 - D. Confidential Information: All engineering and operational data provided by any Party to any other Party in connection with this Agreement whether conveyed orally, observed visually, or reduced to a tangible or electronic medium, such as written, computerized, graphic, photographic, video and/or audio recording, where said data constitutes or contains details of a Party's water treatment, transmission, and/or distribution infrastructure, including specific engineering, vulnerability, detailed design information, protective measures, emergency response plans or system operational data that would be useful to a person in planning an attack on critical infrastructure but that does not simply provide the general location of such infrastructure. "Confidential Information" shall not include information: (i) already known to the Receiving Party (defined below) without restriction on use or disclosure prior to receipt of such information from the Disclosing Party (defined below); (ii) that is or becomes generally known to the public by means other than breach of this Agreement by or wrongful act of the Receiving Party; (iii) created or developed by the Receiving Party independently of and without reference to the Disclosing Party's Confidential Information; or (iv) received by the Receiving Party from a third party who has no obligation to the Disclosing Party to maintain confidentiality.
 - E. Delivery Point: The location of a physical interconnect between the Greeley Potable Water System and the Districts' Potable Water System at which a Providing Party delivers potable water to the Requesting Party regardless of whether such delivery point is at the Mason Interconnect, the Mulberry Interconnect or the Lemay Interconnect.
 - F. Delivery Request: A request submitted under Section 5 by the Requesting Party to the Providing Party for Water Treatment Services and delivery of potable water to the Delivery Point.
 - G. Disclosing Party: The Party disclosing Confidential Information.

- H. Districts' Potable Water System: Districts' Water Treatment Plant(s), potable water transmission systems, potable water distribution systems, potable water storage systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water.
- I. Emergency Disruption: An unplanned shut-down of all or a part of a Requesting Party's Potable Water System due to emergency circumstances, including, but not limited to: (i) emergency upgrades, repairs or maintenance; (ii) incapacitation or interruption in the Requesting Party's ability to provide potable water service to its own customers because of unanticipated damage to the Requesting Party's raw water supply infrastructure, raw water supply source or the Requesting Party's Potable Water System; and (iii) unanticipated threatened or actual imminent danger to human health or the environment because of damage to the Requesting Party's raw water supply infrastructure, raw water supply source or the Requesting Party's Potable Water System.
- J. Engineering Data:
- i. Existing schematics, data, know-how, and other information reasonably necessary for the proper operation, maintenance, and repair of the Mason Interconnect, Mulberry Interconnect and Lemay Interconnect.
 - ii. Existing and future schematics, data, know-how, and other information reasonably necessary for the proper design and construction of the Mason Interconnect.
 - iii. Existing or future schematics, data, know-how, and other information that the Parties voluntarily elect to exchange between themselves related to either the Greeley Potable Water System and/or the Districts' Potable Water System.
- K. Greeley Potable Water System: Greeley's Water Treatment Plant(s), potable water transmission systems, potable water distribution systems, potable water storage systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water.
- L. Lemay Interconnect: The existing piping, valves and related infrastructure connecting ELCO's twenty-four (24) inch water line with the twenty-seven (27) inch water line of Greeley located approximately one hundred (100) feet east of the intersection of North Lemay Avenue and Conifer Street, in Fort Collins, Colorado, as generally depicted upon **Exhibit A** attached hereto and incorporated herein by reference.
- M. Mulberry Interconnect: The existing piping, valves and related infrastructure connecting North Weld's twenty-four (24) inch water line with the 27-inch water line of Greeley located near the intersection of Summit View Drive and Mulberry Street, in Fort Collins, Colorado, as generally depicted upon **Exhibit B** attached hereto and incorporated herein by reference.

- N. Mason Interconnect: The piping, valves, meter vault and related infrastructure to be installed connecting Greeley's 60-inch water line and the Districts' 42-inch water line approximately ninety (90) feet west of the intersection of North Mason Street and Pinon Street in Fort Collins, Colorado, as generally depicted upon **Exhibit C** attached hereto and incorporated herein by reference.
- O. Operational Disruption: A planned shut-down of all or part of a Requesting Party's Potable Water System under non-emergency circumstances, including, but not limited to: (i) non-emergency upgrades, repairs or maintenance; (ii) incapacitation or interruption in the Requesting Party's ability to provide potable water service to its own customers because of anticipated damage or impairment to the Requesting Party's raw water supply infrastructure, raw water supply source or the Requesting Party's Potable Water System; and (iii) future danger to human health or the environment because of anticipated damage or impairment to the Requesting Party's raw water supply infrastructure, raw water supply source or the Requesting Party's Potable Water System.
- P. Other Water: A physical supply of water yielded pursuant to any water rights, contractual entitlements to water, mutual ditch company shares, ditch company shares, ditch rights, other direct flow rights, reservoir rights, other storage rights, plans for augmentation, substitute water supply plans, interruptible water supply agreements, alternative transfer mechanisms, or combination of the above, which:
- i. is not a C-BT Unit; and
 - ii. under the terms and conditions of a water court decree, substitute water supply plan, interruptible water supply agreement, alternative transfer mechanism, or other administrative or judicial process, is legally available for: a) treatment at the Providing Party's Water Treatment Plant(s); b) transmission through the Providing Party Potable Water System to the Delivery Point; c) distribution from the Delivery Point throughout the Requesting Party Potable Water System; e) use within the Requesting Party's service area and the Providing Party's service area; and d) is of suitable quality in the judgment of the Providing Party.
- Q. Providing Party: The "Providing Party" as defined in Section 5(A) below.
- R. Providing Party Potable Water System: The Providing Party's Water Treatment Plant(s), potable water transmission systems, potable water distribution systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water
- S. Receiving Party: The Party receiving Confidential Information.
- T. Requesting Party: The "Requesting Party" as defined in Section 5(A) below.
- U. Requesting Party Potable Water System: The Requesting Party's Water Treatment Plant(s), potable water transmission systems, potable water distribution systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water
- V. Soldier Canyon Filter Plant: The water treatment plant owned by the Soldier Canyon Water Treatment Authority located in Fort Collins, Colorado.

W. Water Treatment Plant: The Bellvue Treatment Plant, Soldier Canyon Filter Plant or other water treatment facilities, as applicable, of the Providing Party providing treated water to the Requesting Party.

X. Water Treatment Services: The Providing Party's act of treating the Requesting Party's raw water, as provided under this Agreement, and delivering the resultant potable water to the Requesting Party through a Delivery Point(s)

2. INTENT OF AGREEMENT. The Parties acknowledge that the purpose of this Agreement is to provide for the design, installation, operation, maintenance, repair of and payment for the Mason Interconnect, and the operation, maintenance, repair, and cost sharing for the Lemay, and Mulberry Interconnect to facilitate future potential cooperation of the Parties in the event of an Emergency Disruption and/or Operational Disruption to the water supply of any Party. However, no Party shall have any obligation to any other Party to provide potable water in the event of such Emergency Disruption and/or Operational Disruption unless authorized by an Authorized Representative of the Parties as set forth in Section 5 below. Notwithstanding the execution of this Agreement, the Parties acknowledge that the installation of the Mason Interconnect does not create an obligation among the Parties with respect to the use, treatment or delivery of water by one (1) Party to any other Party absent approval by an Authorized Representative of such Party pursuant to Section 5.

3. FEES, PAYMENT TERMS, AND CONSTRUCTION AND DESIGN OF INTERCONNECTS.

A. Unless otherwise mutually agreed upon in writing:

- i. each Party shall be responsible for one-third (1/3) of the total expenses of designing, constructing, operating, repairing, and maintaining the common components of the Mason Interconnect. In addition, Greeley and North Weld shall each be responsible for one-half (1/2) of the total expenses of operating, repairing, and maintaining the common components of the Mulberry Interconnect and Greeley and ELCO shall each be responsible for one-half (1/2) of the total expenses of operating, repairing, and maintaining the common components of the Lemay Interconnect. To the extent that a Party has participated in the operation, repair and maintenance (but not the design or construction) of the three (3) Interconnects, such Party shall receive a credit for in-kind services, staff-time, labor, parts, components, and travel time provided by such Party against any expenses for operation, repair and maintenance of the Interconnects otherwise payable by such Party, with such credit to be established based upon such Party's customary rates for time and materials provided ("Service and Material Credit"). Any Party seeking a Service and Material Credit in lieu of a cash payment of an invoice for the operation, repair and maintenance of the Interconnects shall furnish to the other Parties a statement in reasonable detail outlining the time and materials provided by the Party seeking to receive such Service and Material Credit. In the event the Service and Material Credit of a Party shall exceed such Party's pro rata share of the cost of the operation, repair and maintenance of the Interconnects, the other Parties shall reimburse such Party on a pro rata basis the amount in excess of such Service and Material Credit which exceeded such Party's pro rata share of such expenses;

- ii. Greeley shall be responsible at its sole expense for maintaining, repairing, and operating the infrastructure and components necessary for the delivery and metering of potable water from the Greeley Potable Water System to the Delivery Points;
 - iii. Districts shall be responsible at their sole expense for maintaining, repairing, and operating the infrastructure and components necessary for the delivery and metering of potable water from the Districts' Potable Water System to the Delivery Points;
 - iv. within one (1) year following the Effective Date of this Agreement, the Parties shall develop a written schedule for all three (3) Delivery Points detailing the type of maintenance required (*e.g.* telemetry testing, valve turning, record keeping for maintenance time, materials, labor, and costs, and meter calibration), timeline for conducting maintenance activities, required prior notice for maintenance and repair activities, and responsible Party or Parties for maintenance at each of the three (3) Delivery Points;
 - v. the acquisition of property interests, if any, shall be governed by separate written agreement; and
 - vi. promptly following receipt of invoices for expenses incurred in the design and construction of the Mason Interconnect, Greeley will invoice Districts for construction expenses and Districts will invoice Greeley for design expenses, in an amount equal to their respective pro rata share of such expenses; payment terms shall be net thirty (30) days following receipt of such invoice.
- B. Greeley shall have decision-making authority, management, and control over the contractor(s) selected to construct the Mason Interconnect. Greeley shall make a good faith effort to incorporate feedback, suggestions, and input from Districts concerning construction of the Mason Interconnect and shall consult with the design engineer as appropriate during construction of the Mason Interconnect. Districts shall have decision-making authority, management, and control over the consultant selected to design the Mason Interconnect. Districts shall make a good faith effort to incorporate feedback, suggestions, and input from Greeley concerning design of the Mason Interconnect and shall consult with the construction contractor as appropriate during the design and construction of the Mason Interconnect. In the event the Parties reach an impasse concerning the design or construction of the Mason Interconnect, where said impasse has a monetary value in excess of ten percent (10%) of the total construction and design cost of the Mason Interconnect, within fifteen (15) days of reaching said impasse, each Party shall appoint one (1) representative and the three (3) representatives shall vote as to the preferred design and/or construction solution to the impasse. For the sake of avoiding delays in construction or design completion, the Parties agree to promptly instruct the design consultant and/or construction contractor, as appropriate, to implement the solution receiving a simple majority of the representatives' votes. If any Party desires a change in the design or construction of the Mason Interconnect that is solely for the operational benefit of that Party, and will not materially injure the rights or infrastructure of the other Parties, the Party desiring such a change may elect to pay one-hundred percent (100%) of the costs associated with such a change and proceed forward regardless of any

representative vote. Notwithstanding any provision in this Section 3(B), the Parties' rights to pursue any legal course of action shall not be relinquished, waived, abridged or curtailed.

- C. In the event that Greeley sends written notice to Districts that it has determined that it is unable or unwilling to exercise its decision-making authority, management, and control over the construction of the Mason Interconnect, ELCO is designated by the Parties as an alternate to undertake such action, having the same authority as previously delegated to Greeley. Furthermore, in the event that ELCO determines that it is unable or unwilling to exercise decision-making authority, management, and control over the construction of the Mason Interconnect, North Weld is designated by the Parties as an alternate to undertake such action, having the same authority as initially delegated to Greeley.
- D. The fee for the measured volume of potable water conveyed to a Party through a Delivery Point shall be one hundred five percent (105%) of the actual cost of treating the water at the Providing Party's Water Treatment Plant, based upon the Providing Party's reasonable and good faith determination of the cost per one thousand (1,000) gallons of water treated during the previous six (6) month period. The requirement for payment of one hundred five percent (105%) of the actual cost of water treatment by the Providing Party is equal to one hundred percent (100%) of the good faith determination of the cost of water treatment incurred by the Providing Party plus an additional allowance of five percent (5%) to cover delivery costs incurred by the Providing Party for the delivery of water to the Delivery Point for the Requesting Party.
- E. In the event that Water Treatment Services are provided to a Requesting Party by a Providing Party pursuant to this Agreement for a period in excess of thirty (30) consecutive days, the Providing Party will send an invoice therefor to the Requesting Party at monthly intervals until the Providing Party terminates Water Treatment Services to the Requesting Party. In the event that Water Treatment Services are provided pursuant to this Agreement for a period less than thirty (30) consecutive days, the Providing Party will send an invoice therefor within thirty (30) days after the cessation of Water Treatment Services. The Requesting Party shall pay such invoices within thirty (30) days following its receipt thereof. The Parties agree not to invoice one another for water that delivered through a Delivery Point in connection with maintenance and repair activities.
- F. The bi-directional water meters at any Delivery Point shall be operated and maintained so as to record both cumulative flow and, as needed, maximum hourly and maximum daily flow within the accuracy prescribed by current American Water Works Standards.
- 4. **GRANT OF LICENSE.** To the extent necessary to carry out the respective duties and obligations of the Parties under this Agreement, each Party ("Licensor") grants to the other Parties (each, a "Licensee") and their respective employees, agents, representatives, contractors and subcontractors, a limited, non-exclusive license to enter upon, occupy and use that part of the Licensor's property ("Licensed Area") necessary for the limited purpose of performing the obligations of the Licensees under this Agreement. As a condition to the exercise of the license herein granted, the Licensees and those acting under their authority shall undertake all safety precautions and other requirements in accordance with applicable local, state and federal laws, rules, regulations and directives, including, but not limited to:

- i. The regulation of traffic flow in and out of the Licensed Area used by or on behalf of the Licensee.
- ii. The obligation to comply with all rules and regulations of the municipality, county and state with respect to the use of the Licensed Area being utilized by or on behalf of the Licensee.

Each Licensor shall have the right to utilize the Licensed Area and authorize others to use the Licensed Area on a non-exclusive basis for all purposes which the Licensor determines necessary in connection with its ownership of the Licensed Area. The license granted hereunder shall be personal in nature and shall not be assignable by a Licensee in whole or in part, and any such purported assignment shall be void.

5. PROVIDING POTABLE WATER.

A. In the event that any one (1) or more Party(ies) (individually or jointly, a “Requesting Party”) requests delivery from any one (1) or more Party(ies) (individually or jointly, a “Providing Party”) and subject to final approval, as provided for in this Section 5, of an Authorized Representative of the Requesting Party and the Providing Party and any required consents or approvals from the Northern Colorado Water Conservancy District and/or providers of Other Water, the Requesting Party shall make available to the Providing Party at the Water Treatment Plant, C-BT Units in accordance with the rules and regulations of the Northern Colorado Water Conservancy District and/or providers of Other Water, which is acceptable to the Providing Party in its sole discretion, for the treatment and delivery by the Providing Party upon the following terms:

- i. In the event of an Emergency Disruption in the water supply of a Requesting Party, the Delivery Request may be made verbally by an Authorized Representative of the Requesting Party and the delivery of potable water by the Providing Party may be authorized verbally by the Authorized Representative of the Providing Party, subject to the following:
 - a) As soon as reasonably practical following the determination of an Emergency Disruption, the Requesting Party shall provide such information as is then available to it, including, to the extent then known and available:
 - 1) The daily volume of potable water requested and any anticipated fluctuations in such volume of water;
 - 2) The anticipated time period of the Emergency Disruption;
 - 3) The anticipated number of C-BT Units, Other Water or a combination of both, which is acceptable to the Providing Party in its sole discretion to be made available to the Providing Party for treatment at the Providing Party’s Water Treatment Plant;
 - 4) The designation of the Delivery Point desired for the delivery of potable water.
 - b) At its sole discretion, the Providing Party may provide Water Treatment Services in response to an Emergency Disruption Delivery Request. As soon as

reasonably practical following delivery of water pursuant to an Emergency Disruption, the Parties shall work together to create a written retroactive accounting of the raw water requirements of the measured volume of treated water delivered to the Requesting Party through the Delivery Point(s) and the total payments due to the Providing Party under Section 3(D) above.

- ii. In the event of an Operational Disruption in the water supply of a Requesting Party, an Authorized Representative of the Requesting Party shall submit a preliminary Delivery Request (“Preliminary Delivery Request”) to an Authorized Representative of the Providing Party as soon as reasonably possible prior to the occurrence of the Operational Disruption providing, to the extent then known and available, the following information:
 - a) The requested commencement date and time that the Requesting Party desires to receive water and the anticipated end date and time;
 - b) The circumstances causing the Operational Disruption;
 - c) The daily volume of potable water requested and any anticipated fluctuations in such volume of water;
 - d) The anticipated number of C-BT Units, Other Water, or both which is acceptable to the Providing Party in its sole discretion to be made available to the Providing Party for treatment at the Providing Party’s Water Treatment Plant;
 - e) The designation of the Delivery Point desired for the delivery of potable water.
- iii. Within ten (10) days following receipt of the Preliminary Delivery Request, the Providing Party shall respond with a preliminary Delivery Response (“Preliminary Delivery Response”) as to whether it intends to deliver potable water to the Requesting Party from its Water Treatment Plant in accordance with the Preliminary Delivery Request.
- iv. In the event the Delivery Point designated by the Requesting Party is the Mason Interconnect, the Providing Party and the Requesting Party shall notify a non-participating Party, if any, in order to address any potential impact which such water delivery may have upon the non-participating Party. In no event shall the delivery of water from the Mason Interconnect materially adversely affect the operation of the Potable Water System of the non-participating Party without the prior written consent of the non-participating Party.
- v. The Parties acknowledge that it is to the mutual benefit of both the Providing Party and the Requesting Party to be notified of an Operational Disruption of water service of the Requesting Party at the earliest possible time prior to full and complete knowledge of all of the details associated with the Requesting Party’s need for additional or supplemental water from a Providing Party. Consequently, the Requesting Party may modify its Preliminary Delivery Request and the Providing Party may modify its Preliminary Delivery Response from time to time as additional information becomes

available prior to the date upon which treated water is to be provided during the Operational Disruption. When the Requesting Party has sufficient details that it identifies its Delivery Request as “final” (“Final Delivery Request”), the Providing Party shall provide its final Delivery Response identified as “final” and not subject to further unilateral change (“Final Delivery Response”), whereupon, the Requesting Party and the Providing Party shall be bound by the terms and conditions of the Final Delivery Request and the Final Delivery Response.

- vi. Notwithstanding the provisions of Section 5(A)(v), after the initiation of Water Treatment Services the Parties may extend, supplement, modify or otherwise change any aspect of Water Treatment Services by mutual written agreement in the case of Operational Disruptions and by mutual verbal agreement in the case of Emergency Disruptions. The Parties’ Authorized Representatives shall have the authority necessary to enter into any such agreements.
- B. Unless specifically authorized by the Providing Party, the Requesting Party shall not cause any water from the Requesting Party’s Water System to flow into the Providing Party’s Water System. Upon scheduled termination of Water Treatment Services, the Providing Party or the Requesting Party with the consent of the Providing Party shall shut off the physical interconnect at the Delivery Point.

6. RAW WATER REQUIREMENTS.

- A. In the event the Requesting Party solely designates C-BT Units in the Delivery Request to satisfy its raw water requirements, the following provisions apply:
- i. Subject to any required consents or approvals from, and in accordance with the Rules and Regulations of the Northern Colorado Water Conservancy District, the Requesting Party shall make available to the Providing Party at the Providing Party’s Water Treatment Plant, raw water in the form of C-BT Units, in the amount of one-hundred ten percent (110%) of total volume of potable water to be delivered to the Delivery Point under the terms of the Final Delivery Response. This requirement is equal to one-hundred percent (100%) of the potable water delivered to the Delivery Point, plus an additional allowance of ten percent (10%) to account for shrinkage due to treatment and system delivery losses.
 - ii. The Requesting Party’s act of making C-BT Units available at the Providing Party’s Water Treatment Plant under this Agreement shall not be considered, nor constitute, a Section 131 Contract, a Temporary Use Permit, a permanent transfer of C-BT Units, or a permanent transfer of any other interest under an allotment contract with the Northern Colorado Water Conservancy District.
 - iii. Any fees related to making C-BT Units available at the Providing Party’s Water Treatment Plant under this Agreement shall be the responsibility of the Requesting Party.
- B. In the event the Requesting Party designates Other Water in the Delivery Request to satisfy its raw water requirements in whole or in part, and the Providing Party, in its sole discretion, accepts the designation of Other Water, the following provisions apply:

- i. Subject to any required consents or approvals from water court, State Engineer's Office, or Division Engineer's Office governing the Other Water, the Requesting Party shall make available to the Providing Party at the Providing Party's Water Treatment Plant, raw water in the form of Other Water, in the amount of one-hundred ten percent (110%) of total volume of potable water to be delivered to the Delivery Point under the terms of the Final Delivery Response. This requirement is equal to one-hundred percent (100%) of the potable water delivered to the Delivery Point, plus an additional allowance of ten percent (10%) to account for shrinkage due to treatment and system delivery losses.
 - ii. The Requesting Party's act of making Other Water available at the Providing Party's Water Treatment Plant under this Agreement shall not be considered, nor constitute, a sale or permanent transfer of the water rights, contractual entitlements to water, mutual ditch company shares, ditch company shares, ditch rights, other direct flow rights, reservoir rights, other storage rights, plans for augmentation, substitute water supply plans, interruptible water supply agreements, alternative transfer mechanisms, or combination of the above that underlie the Other Water.
 - iii. Any fees related to making Other Water available at the Providing Party's Water Treatment Plant under this Agreement shall be the responsibility of the Requesting Party.
- C. In the event the Requesting Party designates a combination of Other Water and C-BT Units in the Final Delivery Request to satisfy its raw water requirements, then the provisions of Sections 6(A) and 6(B) shall both apply, except for the following modification: the total volume of raw water to be made available to the Providing Party at the Providing Party's Water Treatment Plant shall cumulatively equal one-hundred ten percent (110%) of total volume of potable water to be delivered to the Delivery Point under the terms of the Final Delivery Response.
- 7. **WATER QUALITY.** The treated water delivered to the Delivery Point by the Providing Party shall be potable water of a quality which complies with all applicable federal and state laws and regulations regarding water quality.
- 8. **FORCE MAJEURE.**
 - A. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence, and that by its nature and despite the exercise of reasonable due diligence and foresight, was unforeseeable by such Party or if unforeseeable was unavoidable.
 - B. Such excusable events shall not include a Party's financial inability to cover any cost or make any payment required under this Agreement.
 - C. Such excusable events may have natural or man-made causes, and include, without limitation, the following examples: floods; earthquakes; storms; lightening; fire; epidemics; embargoes; riots; labor disturbances; acts of terrorism; riots; failure of the Providing Party Potable Water System notwithstanding the provisions of Section 10(A); breach of a construction contract by a third party; or restraint by a court order.

- D. The Party unable to perform due to an excusable event will use all diligent efforts to end the event and ensure that the effects of any event are minimized. During the excusable event, the non-affected Party may suspend its obligations until such time as the affected Party resumes performance.

9. ENGINEERING DATA EXCHANGE.

- A. Within ninety (90) days after the effective date of this Agreement, the Parties shall exchange with one another those categories of Engineering Data defined under Sections 1(J)(i) and (ii) which are reasonably necessary for the proper design, construction, operation and maintenance of the Mason Interconnect and the operation, maintenance and repair of the Mulberry Interconnect and Lemay Interconnect. In addition, the Parties may exchange such additional Engineering Data as they determine to be mutually beneficial to the Parties.
- B. The Parties agree that any Engineering Data exchanged under this Section 9 constitutes Confidential Information pursuant to Section 1 and shall be subject to the confidentiality provisions of Section 11.

10. TERM OF AGREEMENT. The term of this Agreement shall continue indefinitely unless terminated as provided below.

11. CONFIDENTIAL INFORMATION.

- A. The Receiving Party agrees:

- i. not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party at any time without the prior written consent of the Disclosing Party, provided however that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants, contractors, and legal advisors who have a need to know, who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section;
- ii. to take all reasonable precautions to protect Confidential Information from unauthorized access and accidental disclosure, including, without limitation, all measures the Receiving Party takes with respect to its own Confidential Information;
- iii. not to use the Disclosing Party's Confidential Information for any purpose except as permitted under this Agreement;
- iv. to use the Disclosing Party's Confidential Information only for the purposes of performing its obligations under this Agreement and to allow contractors and consultants to use the Disclosing Party's Confidential Information only to the extent necessary to assist the Receiving Party in performing its obligations under this Agreement; and
- v. to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of the Disclosing Party.

- B. If the Receiving Party receives a request under law for the Disclosing Party's Confidential Information, the Receiving Party shall notify the Disclosing Party. Furthermore, the Receiving

- Party shall provide reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.
- C. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party will reasonably attempt to provide:
- i. prompt notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy;
 - ii. reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure; and
 - iii. if, after providing such notice and assistance as required herein, the Receiving Party remains legally required to disclose any Confidential Information, the Receiving Party will disclose no more than the portion of the Confidential Information the Receiving Party is legally required to disclose.
- D. The Parties are political subdivisions, as that term is defined in the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.* As such, the Parties are subject to the Colorado Open Records Act. To the extent compliance with the Colorado Open Records Act is in conflict with the obligations of the Parties under this Section 9, a Party's compliance with the Colorado Open Records Act will not be considered a breach of this Agreement. To the extent a Party holds information that the other Party is required to disclose pursuant to the Colorado Open Records Act, the holding Party agrees to cooperate with the other Party to comply with such disclosure requirements.
- E. The Parties acknowledge that a breach of this Section may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation. Notwithstanding the provisions of Section 14, the Parties agree that in the event of an actual or threatened breach of this Section, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available at law or in equity.

12. LIMIT OF OBLIGATIONS AND NO RIGHTS IN EITHER WATER SYSTEM.

- A. The Greeley Potable Water System and Greeley's non-potable water conveyance and storage infrastructure are assets of the Greeley Water Enterprise, as established under Section 17-1 of the Greeley City Charter and Section 14.04.050 of the Greeley City Code. An enterprise is defined under Article X, Section 20 of the Colorado Constitution. Accordingly, all of the aforementioned are owned by the citizens of Greeley. Similarly, the Districts Potable Water System, Districts' non-potable water conveyance and storage infrastructure, and the Districts' transmission and treatment systems are owned by the citizens of Districts.
- B. Districts specifically acknowledges and agrees that it acquires no rights nor ownership in the Greeley Potable Water System as a result of the water treatment service under this Agreement. Greeley specifically acknowledges and agrees that it acquires no rights nor ownership in the Districts Potable Water System as a result of the water treatment service under this Agreement. No Party shall, by reason of any provision in this Agreement or use of water hereunder or otherwise, acquire any vested or adverse right, in law or in equity, in the water rights or water

systems of the other Party. Neither the assignment, use, rental, nor license of Other Water or C-BT Units by any Party, nor costs covered or payments made under Section 3, shall be deemed to initiate, create, or vest any rights or ownership by either Greeley or Districts in the other Party's water rights or systems. Further, no Party shall assert or claim any vested rights to continued service, other than as established by the terms of this Agreement.

- C. This Agreement does not obligate any Party to provide Water Treatment Services to any other Party and the decision to provide Water Treatment Services shall be at the sole discretion of the Providing Party.
- D. Notwithstanding any term in this Agreement to the contrary, under no circumstances shall the Providing Party be required to undertake capital improvements to the Providing Party Potable Water System in order to provide potable water to the Requesting Party under this Agreement. However, in the event Greeley desires that meters be installed on the Mulberry Interconnect and the Lemay Interconnect to measure the volume of water transferred from the Districts' Potable Water System to the Greeley Potable Water System, the Districts shall in good faith consider the feasibility of the installation of such meters, provided that the cost for such design and installation shall be borne solely by Greeley inasmuch as the Mulberry Interconnect and the Lemay Interconnect are not bi-directional and are primarily intended for delivery of water to the Greeley Potable Water System and not to the Districts' Potable Water System.

13. NOTICE.

- A. Except for the provisions of Section 5(A)(i)(a) and Section 5(A)(vi) to the extent it applies to Emergency Disruptions, all notices, requests, responses, consents, claims, demands, waivers, and other communications under this Agreement will be in writing and will be deemed to have been given:
 - i. on the date and at the time of delivery if delivered personally to the party to whom notice is given;
 - ii. on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is given, or attempted to be given, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed;
 - iii. on the date and at the time shown on the facsimile if telecopied, provided that receipt thereof is acknowledged by the intended recipient thereof;
 - iv. on the date and at the time shown on the electronic mail (email) if emailed, provided that receipt thereof is acknowledged by the intended recipient thereof; or
 - v. on the date shown on the delivery acknowledgment provided by the courier if sent by a nationally-recognized overnight courier service that provides evidence of delivery.
- B. Such notices must be sent to the Parties at the respective addresses, facsimile numbers, and e-mail addresses indicated below (or to updated contact information for a Party as specified in a notice given in accordance with this Section):

- i. **City of Greeley**

1001 11th Avenue, 2nd Floor
Greeley, CO 80631
Attention: Water & Sewer Department
Email: adam.prior@greeleygov.com
Facsimile: 970-350-9805

With a copy to:

1100 10th Street, Suite 401
Greeley, CO 80631
Attention: Office of the City Attorney
Email: Aaron.Goldman@Greeleygov.com
Facsimile: 970-350-9763

ii. **North Weld County Water District**

32825 CR 39
P.O. Box 56
Lucerne, CO 80646
Attention: Eric Reckentine, Manager
Email: ericr@nwcwd.org
Telephone: (970) 356-3020
Facsimile: (970) 395-0997

With a copy to:

Hasler, Fonfara and Goddard LLP
125 S. Howes Street, 6th Floor (Zip Code: 80521)
P.O. Box 2267
Fort Collins, CO 80522
Attention: Joseph H. Fonfara
Email: JoeF@HFGLawfirm.com
Telephone: (970) 493-5070
Facsimile: (970) 493-9703

- iii. **East Larimer County Water District**
232 S. Link Lane (Zip Code: 80524)
P.O. Box 2044
Fort Collins, CO 80522
Attention: Mike Scheid, Manager
Email: mikes@elcowater.org
Telephone: (970) 493-2044
Facsimile: (970) 493-1801

With a copy to:

Hasler, Fonfara and Goddard LLP
125 S. Howes Street, 6th Floor (Zip Code: 80521)
P.O. Box 2267
Fort Collins, CO 80522
Attention: Joseph H. Fonfara
Email: JoeF@HFGLawfirm.com
Telephone: (970) 493-5070
Facsimile: (970) 493-9703

14. TERMINATION.

- A. In the event any Party fails to meet its obligations under this Agreement, such failure shall constitute a default of this Agreement and the non-defaulting Party(ies) may give notice of the perceived default. Any Party may cure an asserted default during the ninety (90) days immediately following the notice. Upon a mutually agreed upon cure in writing of an asserted default, this Agreement shall remain in full force and effect. Upon receipt of notice of perceived default, a defaulting Party may invoke the dispute resolution process described in Section 23.
- B. If the default consists of the failure to design and/or construct the Mason Interconnect and after the ninety (90) day cure period described above, or after a mutually agreed upon written extension thereof, the non-defaulting party(ies) reasonably determine(s) that the default has not been cured, the non-defaulting party(ies) may terminate this Agreement. Except as provided in the preceding sentence, if any other default hereunder has not been cured within the ninety (90) day cure period described above, or after a mutually agreed upon written extension thereof, then any Party shall have the right to commence an action against the defaulting Party(ies) for specific performance or damages, or both.
- C. Concerning Confidential Information, in the event this Agreement is terminated, the Disclosing Party shall have the right to require the destruction of Confidential Information in possession or control of the Receiving Party as set forth in this Section 14(C). Such right shall expire three (3) years after the termination of this Agreement. Upon written request by the Disclosing Party, the Receiving Party will, as soon as practicable but in no event later than one-hundred eighty (180) days, destroy, erase, or de-identify all Confidential Information in the Receiving Party's possession or control.

- 15. NO INTEGRATED SYSTEM.** No term or condition of this Agreement or any Exhibits thereto shall be interpreted as creating an “integrated system” within the meaning of the Colorado Primary Drinking Water Regulations, 5 C.C.R. § 1002-11. This Agreement shall not be interpreted as creating an “integrated system” as that term is used in C.R.S. § 37-92-301(4)(b).
- 16. NO PUBLIC UTILITIES COMMISSION CONTROL.** Each Party agrees that it shall not assert nor support any statement, policy, petition, rule making, or legislation that would attempt to subject the Districts or Greeley to the rate-making authority or jurisdiction of the Colorado Public Utilities Commission.
- 17. GOVERNMENTAL IMMUNITY.** No term or condition of this Agreement or any Exhibits thereto shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections and limitations provided by common law or state statute, including the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*
- 18. NO THIRD PARTY BENEFICIARIES.** The terms and conditions of this Agreement, enforcement of the same, and any claim, suit, action, petition, or proceeding relating to such enforcement, are strictly reserved to the Parties. Nothing in this Agreement or any Exhibits thereto shall be construed or interpreted as giving or allowing any claim, suit, action, petition, or proceeding to any third party. It is the express intention of the Parties that any third party receiving any services or benefits under this Agreement shall be deemed at most an incidental beneficiary only.
- 19. GOVERNING LAW AND VENUE.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Colorado. Any legal suit, action, or proceeding arising out of, related to, or resulting from this Agreement will be instituted exclusively in the 19th Judicial District of the State of Colorado located in the County of Weld, City of Greeley, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Any legal suit, action, or proceeding so commenced shall be maintained and remain exclusively in the aforementioned court and any courts having appellate jurisdiction over them.
- 20. ENTIRE AGREEMENT.** This Agreement and any Exhibits thereto constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 21. SEVERABILITY AND WAIVER.** If any term or condition of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or condition of this Agreement or invalidate or render unenforceable such term or condition in any other jurisdiction. Any single failure to exercise or partial exercise of any right, remedy, power, or privilege under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 22. ASSIGNMENT.** No Party, without the prior written consent of the other Parties, may assign, transfer, or delegate any or all of its rights or obligations under this Agreement. No assignment

will relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing will be null and void. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.


23. ALTERNATIVE DISPUTE RESOLUTION. Except as otherwise provided in Sections 3(B) and 3(C) above, in the event of a disagreement regarding the interpretation of any term or condition of this Agreement, the Parties agree to attempt resolution of such disagreement through negotiation, first at the staff level and second through the respective board of directors, Water Boards, and/or City Councils. Procedures for such negotiations shall be established by written mutual agreement at the time and may, with the concurrence of the Parties, involve the use of qualified outside mediators. Any resolution reached therefrom must be in writing and within the legal authority granted to each Party by their respective City Charter, organizational documents and applicable State law.


24. SURVIVAL. In addition to any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, the following Sections shall also so survive: 1, 11, 12, 13, 14, 15, 17, 18, 19, 20, 22 and 23.

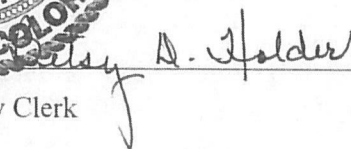
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IN WITNESS WHEREOF, the Parties have authorized and executed this Intergovernmental Agreement for Potable Water Interconnect as of the Effective Date first written above.

THE CITY OF GREELEY, COLORADO

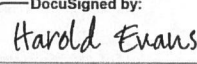
By:  Mayor

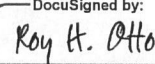
 City Clerk

By:  City Clerk

WATER AND SEWER BOARD:

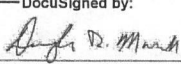
AS TO SUBSTANCE:

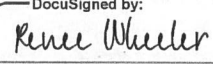
By:  DocuSigned by:
Harold Evans
9A5B721D42EE45F...
Chairman

By:  DocuSigned by:
Roy H. Otto
D93D100AE64B4E6...
City Manager

AS TO LEGAL FORM:

AS TO AVAILABILITY OF FUNDS:

By:  DocuSigned by:
City Attorney
B0940920B71C430...

By:  DocuSigned by:
Renee Wheeler
8160DBBB21674FE...
Director of Finance

**North Weld County Water District,
acting by and through the North Weld
County Water District Enterprise**

By: Gene Miller, President
President

**East Larimer County Water District,
acting by and through the East Larimer
County Water District Water Activity Enterprise**

By: Loren R. Moxey
President

EXHIBIT A

Depiction of Lemay Interconnect

[Attached on Following Page]

City of Greeley Water Transmission System Depiction of Lemay Interconnect



- | | | | | | | | | | | |
|-----------------|------------|------------|-------------|------|------|----------|-----------|-----------|---------------|---------|
| Parcels Larimer | Water Main | Water Main | Air Release | Gate | Ball | Blow Off | Butterfly | Fire Line | Hydrant Valve | Tapping |
|-----------------|------------|------------|-------------|------|------|----------|-----------|-----------|---------------|---------|



0 250 500 Feet

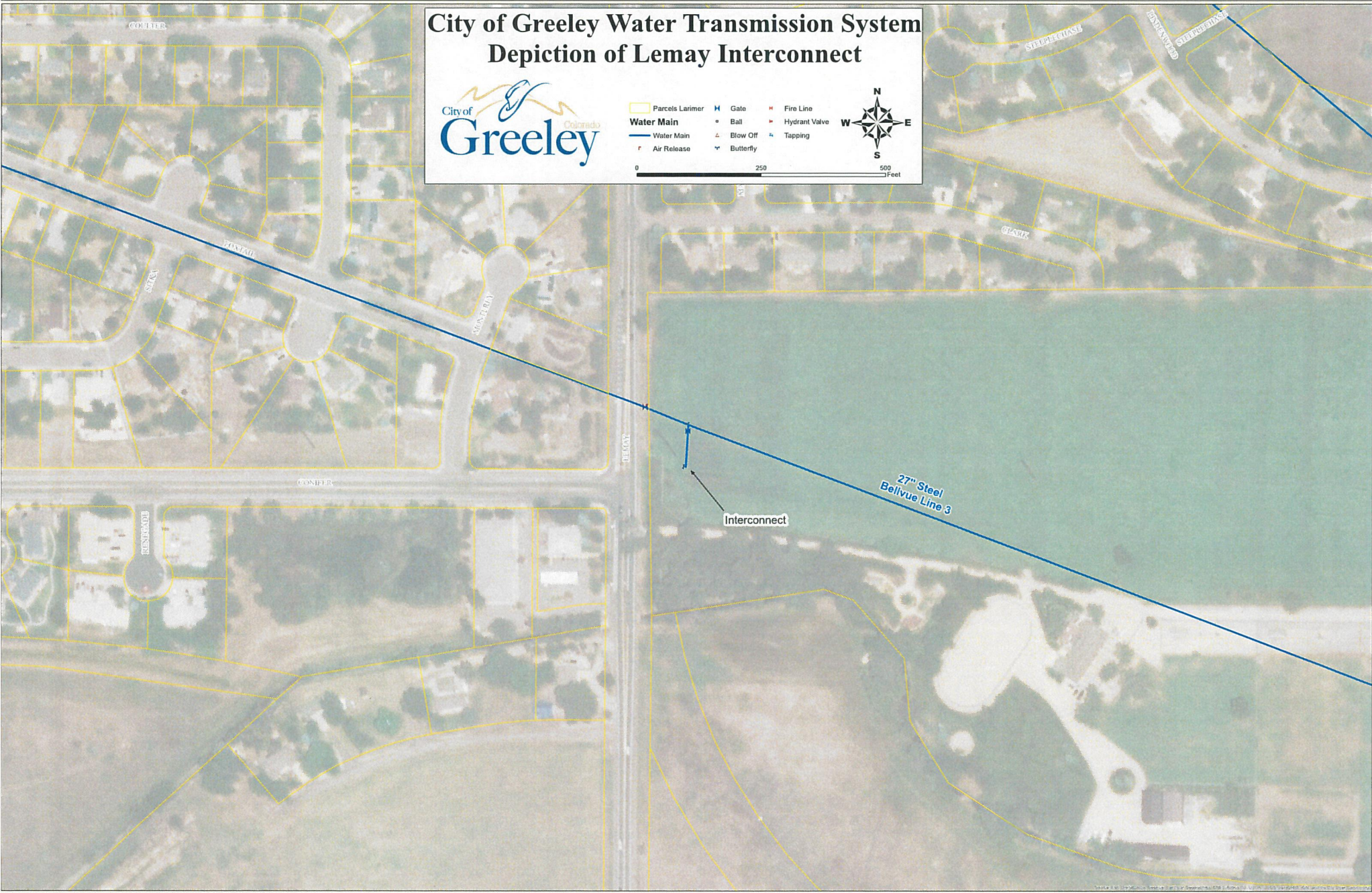


EXHIBIT B

Depiction of Mulberry Interconnect

[Attached on Following Page]

City of Greeley Water Transmission System Depiction of Mulberry Interconnect

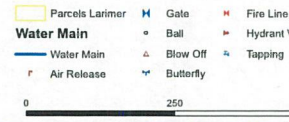


EXHIBIT C

Depiction of Mason Interconnect

[Attached on Following Page]

City of Greeley Water Transmission System Depiction of Mason Interconnect



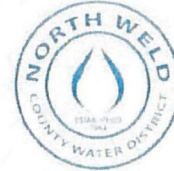
- Parcels Liner
- Water Main
- Fire Line
- H Gate
- Ball
- △ Blow Off
- + Air Release
- v Butterfly
- H Hydrant Valve
- + Tapping



0 250 500 Feet

Approximate location
of future interconnect

EXHIBIT B TO CITY COUNCIL RESOLUTION



September 27, 2018

City of Greeley
Water and Sewer Department
Attention: Bob Neal
1001 11th Avenue, Second Floor
Greeley, CO 80631

RE: Agreement for the Treatment, Delivery and Payment for Water Provided to the City of Greeley in Relation to Bellvue Treatment Plant Shutdown October 3, 2018 through November 15, 2018

The City of Greeley approached both North Weld County Water District and East Larimer County Water District to discuss the possibility of purchasing water from the Districts during a period in which the City's Bellvue WTP will be off-line.

Following discussions, analysis and evaluations by both Districts (herein referred to as the "Providers"), it was determined that the Providers are in a position to accommodate the City's request of approximately nine (9) million gallons per day collectively between both Providers while the Bellvue WTP is off-line from October 3, 2018 through November 15, 2018 ("Term").

This document is intended to serve as an agreement between the City of Greeley (herein referred to as the "Purchaser") and the Providers for the treatment and delivery of water during the Term as described herein ("IGA"). The IGA sets the cost of such treated water to be paid by the Purchaser to the Providers at \$2.48 per one thousand gallons provided by either Provider. Promptly following the expiration of the Term, each of the Providers will separately invoice the Purchaser for such treated water delivered to the Purchaser and the Purchaser shall pay the same to the invoicing Provider within thirty (30) days following receipt of such invoice.

The Providers shall act with reasonable diligence to provide the Purchaser with a constant and uninterrupted supply of treated water of the same quality produced for the Providers at the Soldier Canyon Filter Plant, during the Term in the amounts set forth herein, except for interruption or reductions due to: (1) uncontrollable forces; (2) operations or devices installed for water system protection which the Providers deem necessary or advisable; and (3) maintenance, repair, replacement, installation of equipment, or investigation and inspection of the water system, which interruption or reductions are temporary, and in the opinion of the Providers, reasonably necessary. To the extent foreseeable, the Purchaser will be given reasonable advance notice of such interruptions or reductions.

Neither party shall be considered in default under this IGA if prevented from fulfilling any obligations by reason of Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any cause beyond the reasonable control of the obligated party, including, but not limited to, failure or inadequacy of

facilities, demand limitations due to water usage by customers of the Providers, flood, earthquake, storm, lightning, fire, epidemic, riot, civil disturbance, labor disturbance, sabotage, acts of terrorism, breach of construction contract by a third party or restraint by court or public authority, which by due diligence and foresight, such party could not have reasonably been expected to avoid. The term "Uncontrollable Forces" shall not include the failure to make any payment required by either party under the terms of this IGA. A party rendered unable to fulfill its obligation by reason of Uncontrollable Forces shall exercise reasonable due diligence to remove such inability with all reasonable dispatch. In no event shall the Providers be required to undertake capital improvements to their treatment and delivery system in order to provide potable water to the Purchaser pursuant to this IGA.

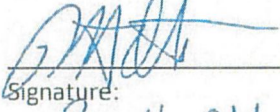
Subject to any required consents or approvals from the Northern Colorado Water Conservancy District, the Purchaser shall make available to the Providers, in accordance with the Rules and Regulations of the Northern Colorado Water Conservancy District, raw water for the treatment and delivery by the Providers described above, in the amount of one hundred and ten percent (110%) of the total potable water usage by the Purchaser prior to treatment ("Raw Water Requirement"). Approximately eight hundred fifty-two (852) acre feet of water in partial satisfaction of the Raw Water Requirement will be transferred on or before October 3, 2018, with the remaining Raw Water Requirement to be satisfied in full on or before November 1, 2018.

The requirement for the transfer of one hundred ten percent (110%) of the measured potable water usage is equal to one hundred percent (100%) of actual water usage by the Purchaser, plus an additional allowance of ten percent (10%) to cover estimated shrinkage in the volume of water delivered from the Soldier Canyon Filter Plant to the below-described delivery points. The Raw Water Requirement shall be provided by the Purchaser from its available Colorado-Big Thompson Project water supplies ("C-BT Supplies"). Any fees related to the transfer of the C-BT Supplies under this IGA shall be the responsibility of the Purchaser.

The delivery point for the treated water to be provided by North Weld County Water District from its twenty-four (24) inch water line to the Purchaser shall be at the existing interconnect located near the intersection of Summit View Drive and Mulberry Street in Fort Collins. The volume of water delivered by North Weld County Water District will be determined by reading the Soldier Canyon Filter Plant meter on its twenty-four (24) inch water line and subtracting water delivered from such twenty-four (24) inch water line to various users prior to the point of delivery described above. The delivery point for the treated water to be provided by East Larimer County Water District from its twenty-four (24) inch water line to the Purchaser shall be located approximately one hundred (100) feet east of the intersection of North Lemay Avenue and Conifer Street in Fort Collins. The volume of water delivered by East Larimer County Water District will be determined by reading the Soldier Canyon Filter Plant meter on its twenty-four (24) inch water line and subtracting water delivered from such twenty-four (24) inch water line to the Northern Colorado Water Association and another single three-four (3/4) inch domestic water service, both of which are the only parties connected to such twenty-four (24) inch water line prior to the point of delivery described above. All water meter readings for the Providers shall be made upon first delivery of treated water by each of the Providers to the Purchaser and shall again be read at the point in time at which water service to the Purchaser is terminated.

The following signatures validate this IGA for the Treatment, Delivery and Payment for Water by and between the Purchaser and the Providers.

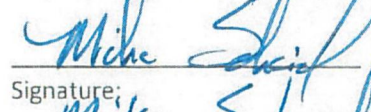
CITY OF GREELEY


Signature: _____

Roy H - Otto
Name: Roy Otto

City mgr
Title: City Manager

EAST LARIMER COUNTY WATER DISTRICT


Signature: _____

Mike Scherel
Name: _____

General Manager
Title: _____

NORTH WELD COUNTY WATER DISTRICT

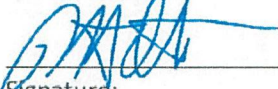
Signature: _____

Name: _____

Title: _____

The following signatures validate this IGA for the Treatment, Delivery and Payment for Water by and between the Purchaser and the Providers.

CITY OF GREELEY



Signature:

Roy H - Otto

Name: Roy Otto

City mgr

Title: City Manager


EAST LARIMER COUNTY WATER DISTRICT

Signature:

Name:

Title:

NORTH WELD COUNTY WATER DISTRICT



Signature:

Eric Rakatni

Name:

General Manager

Title:

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
POTABLE WATER INTERCONNECT

BETWEEN THE CITY OF GREELEY, COLORADO
AND NORTH WELD COUNTY WATER DISTRICT
AND EAST LARIMER COUNTY WATER DISTRICT

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR POTABLE WATER INTERCONNECT (“Amendment”) is entered into as of ____ day of _____, 2023 (“Effective Date”), by and between **THE CITY OF GREELEY**, Colorado, a home rule municipality (“Greeley”) and **NORTH WELD COUNTY WATER DISTRICT, acting by and through the North Weld County Water District Enterprise** (“North Weld”) and **EAST LARIMER COUNTY WATER DISTRICT, acting by and through the East Larimer County Water District Water Activity Enterprise** (“ELCO”), water activity enterprises of special districts organized under Title 32, Article 1, Colorado Revised Statutes (jointly, “Districts”) (Greeley and the Districts are collectively referred to as “Parties” and individually as “Party”).

WHEREAS, pursuant to C.R.S. § 29-1-203, governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the following cooperating units of government; and

WHEREAS, in accordance with Greeley Municipal Code § 2-186, Greeley has the authority to enter into cooperative or joint activities with other governmental bodies by intergovernmental agreement; and

WHEREAS, Greeley and the Districts previously entered into that certain Intergovernmental Agreement for Potable Water Interconnect, dated October 14, 2019 (“2019 IGA”);

WHEREAS, Greeley and Districts entered into the 2019 IGA to set forth the terms and conditions on which the Parties would cooperate on the design, construction, operation, repair, and maintenance of three interconnections, specifically: the Mason Interconnect, Mulberry Interconnect, and Lemay Interconnect; and

WHEREAS, after executing the 2019 IGA, Greeley and North Weld have determined that the development of an additional interconnect is desirable and wish to cooperate with one another in the design, construction, operation, repair, and maintenance of an additional shared interconnection under substantially the same terms and conditions as set forth in the 2019 IGA and as set forth more fully below; and

WHEREAS, Greeley and the Districts are neighboring water providers and believe it to be in the best interest of all Parties and their constituents to provide for an interconnection between their respective potable water treatment and distribution systems to facilitate potential cooperation

in treating and delivering water in the event of a disruption of water service adversely impacting any Party as a result of emergencies and/or operational disruptions; and

WHEREAS, Greeley and Districts desire to reduce their understandings, and the terms and conditions of this Amendment, in writing as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, and in further consideration of the mutual covenants contained herein, Greeley and each of the Districts agree as follows:

- 1) **DEFINITIONS.** Paragraph 1 (Definitions) of the 2019 IGA is amended to modify the definition of certain terms and to add additional defined terms, as set forth below. The definition of any capitalized term used in this Amendment but not defined in this paragraph shall have the meaning set forth in the 2019 IGA.
 - a) Delivery Point (§1.E, 2019 IGA): The location of a physical interconnect between the Greeley Potable Water System and the Districts' Potable Water System at which a Providing Party delivers potable water to the Requesting Party regardless of whether such delivery point is at the Mason Interconnect, the Mulberry Interconnect, the Lemay Interconnect, or the Harmony Interconnect.
 - b) Engineering Data (§1.J, 2019 IGA):
 - i) Existing schematics, data, know-how, and other information reasonably necessary for the proper operation, maintenance, and repair of the Mason Interconnect, Mulberry Interconnect, Lemay Interconnect, and Harmony Interconnect.
 - ii) Existing and future schematics, data, know-how, and other information reasonably necessary for the proper design and construction of the Mason Interconnect and the Harmony Interconnect.
 - iii) Existing or future schematics, data, know-how, and other information that the Parties voluntarily elect to exchange between themselves related to either the Greeley Potable Water System and/or the Districts' Potable Water System.
 - c) Interconnects (New Term): Collectively, the Mason Interconnect, the Mulberry Interconnect, the Lemay Interconnect, and the Harmony Interconnect.
 - d) Terry Ranch Water Line Easement (New Term): Greeley's to-be-acquired, non-exclusive 2,700-foot (approx.) length easement for the Terry Ranch water line across property located to the southeast of the intersection of Weld County Rd. 74 (Harmony Road) and Latham Parkway (Weld County Rd. 13) in Weld County, Colorado, as generally depicted on **Exhibit D** attached hereto and incorporated herein by reference.
 - e) Harmony Interconnect (New Term): The piping, valves, meter vault, and related infrastructure to be installed connecting Greeley's 60-inch Bellevue water line, Greeley's 36-inch Terry Ranch water line, and North Weld's 24-inch water line at a point of connection located within property to the southeast of the intersection of Harmony Road (County Rd. 74) and Latham Boulevard in Windsor, Colorado, as generally depicted upon **Exhibit D** attached hereto and incorporated herein by reference.

- 2) **INTENT OF AMENDMENT.** The Parties acknowledge that the purpose of this Amendment is to amend the 2019 IGA to provide for the design, installation, operation, maintenance, repair of and payment for the Harmony Interconnect under the terms and conditions set forth in the 2019 IGA and as amended in this Amendment. This Amendment is not intended to and should not be construed to modify the terms and conditions of the 2019 IGA pertaining to the Mason Interconnect, the Mulberry Interconnect, and the Lemay Interconnect. Upon completion of the Harmony Interconnect, the Harmony Interconnect shall operate as a Delivery Point under the terms of the 2019 IGA.
- 3) **FEES, PAYMENT TERMS, AND CONSTRUCTION AND DESIGN OF THE HARMONY INTERCONNECT.**
- i) **POINT OF CONNECTION.** As of this Amendment, the Terry Ranch Water Line Easement has not been finalized, and the Terry Ranch water line has not been constructed. If Greeley has not acquired the necessary property interests in the Terry Ranch Water Line Easement by August 30, 2023, Greeley and North Weld will re-evaluate the point of connection for the Harmony Interconnect and will select an alternate point of connection and/or an alternate project design no later than December 31, 2023. If the selection of an alternative connection or design requires material changes to the design of the Harmony Interconnect as set forth in **Exhibit E**, Greeley and North Weld will further amend this Amendment in writing for the sole purpose of modifying the terms on which the Harmony Interconnect will be designed and constructed, and costs therefore allocated at the alternative point of connection.
- ii) **PROCUREMENT.** North Weld shall be responsible for the early procurement of the materials necessary to construct the Harmony Interconnect as set forth in **Exhibit E**, Drawing C-401. North Weld shall also be responsible for the procurement of the materials identified in **Exhibit E**, Drawings PP-101, PP-201, PP-202, and C-501. All other materials will be procured by Reynolds Construction pursuant to Greeley's and Reynolds Construction's Terry Ranch Construction Contract.
- iii) **FEES; PAYMENT TERMS.**
- (1) **Design and construction.** North Weld and Greeley shall be responsible for construction material costs and labor costs as set forth in **Exhibit E**. To the extent not otherwise specified in **Exhibit E**, Greeley and North Weld will evaluate design and construction cost allocations on a case-by-case basis, with the understanding that Greeley will generally be responsible for construction and material costs associated with the 36-inch Terry Ranch water line and Greeley's connection gate valve identified on **Exhibit E**, Drawing PP-101, and North Weld will generally be responsible for construction and materials costs associated with those project components located to the east of Greeley's connection gate valve.
- (2) **Operation.** After the Harmony Interconnect has been constructed and is operational, Greeley shall be responsible for operating, repairing, and maintaining

the 36-inch Terry Ranch water line and Greeley's connection gate valve identified on **Exhibit E**, Drawing PP - 101. North Weld shall be responsible for operating, repairing, and maintaining the components of the Harmony Interconnect located east of the Greeley's connection gate valve.

- (3) **Reimbursement.** Promptly following the receipt of invoices for expenses incurred during the design and construction of the Harmony Interconnect under this Amendment, Greeley and North Weld (as applicable) will invoice the other party for reimbursement of costs and expenses as set forth in this Amendment and **Exhibit E**. Invoices must be paid within 30 days of receipt. Except as provided herein, all other costs and fees will be allocated among the Parties in accordance with the 2019 IGA.

iv) **CONSTRUCTION AND DESIGN.**

- (1) **Acquisition of property interests.** As of this Amendment, Greeley and North Weld have not finalized the acquisition of all property interests necessary to construct, operate, maintain, repair, replace, and remove the Harmony Interconnect, including the Terry Ranch Water Line Easement. Greeley will diligently pursue and be responsible for acquiring the Terry Ranch Water Line Easement. Once Greeley has acquired the necessary property interests in the Terry Ranch Water Line Easement, Greeley and North Weld will enter into a separate agreement to the extent necessary granting North Weld the right to use those property interests for the purpose of locating, installing, constructing, operating, repairing, replacing, and removing any permanent infrastructure and facilities within that area in accordance with this Amendment. Greeley will also convey through a bill of sale the infrastructure that has been constructed within the Terry Ranch Water Line Easement for North Weld's use. In exchange for granting North Weld use of those property interests, North Weld shall pay Greeley its pro rata share of the fair market value of the property interests acquired by Greeley on its behalf, which pro rata share will be equal to 50% of the value of the area of the Terry Ranch Water Line Easement between the point of connection and Greeley's connection gate valve.
- (2) **Construction.** Greeley and North Weld will proceed to final design and construction substantially in accordance with the corresponding design shown in **Exhibit E**. Greeley shall have decision-making authority, management, and control over the contractor(s) selected to construct the Harmony Interconnect. Greeley shall make a good faith effort to incorporate feedback, suggestions, and input from North Weld concerning construction of the Harmony Interconnect and shall consult with the design engineer as appropriate during construction of the Harmony Interconnect. In the event the Greeley and North Weld reach an impasse concerning the design or construction of the Harmony Interconnect, where said impasse has a monetary value in excess of ten percent (10%) of the total construction and design cost of the Harmony Interconnect, within fifteen (15) days of reaching said impasse, North Weld, Greeley, and Ditesco Project and Construction Services, shall appoint one (1) representative and the three (3) representatives shall vote as to the preferred

design and/or construction solution to the impasse based on best engineering judgment. For the sake of avoiding delays in construction or design completion, Greeley and North Weld agree to promptly instruct the design consultant and/or construction contractor, as appropriate, to implement the solution receiving a simple majority of the representatives' votes. If any Party desires a change in the design or construction of the Harmony Interconnect that is solely for the operational benefit of that Party and will not materially injure the rights or infrastructure of the other Parties, the Party desiring such a change may elect to pay one hundred percent (100%) of the costs associated with such a change and proceed forward regardless of any representative vote. Notwithstanding any provision in this subsection, the Parties' rights to pursue any legal course of action shall not be relinquished, waived, abridged or curtailed.

- 4) **NO ADDITIONAL AMENDMENTS.** Except as expressly stated in this Amendment, all other terms of the 2019 IGA and any Exhibits thereto are not modified by the terms of this Amendment.
- 5) **ENTIRE AGREEMENT.** The 2019 IGA, this Amendment, and any Exhibits thereto constitute an integrated agreement and constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have authorized and executed this First Amendment to Intergovernmental Agreement for Potable Water Interconnect as of the Effective Date first written above.

THE CITY OF GREELEY, COLORADO

By: _____
Raymond Lee, City Manager

AS TO LEGAL FORM:

By: _____
City Attorney

AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

**North Weld County Water District,
acting by and through the North Weld
County Water District Enterprise**

By: _____

President

**East Larimer County Water District,
acting by and through the East Larimer
County Water District Water Activity Enterprise**

By: _____

President

EXHIBIT D

Depiction of Harmony Interconnect

[To be attached]

DRAFT

EXHIBIT E

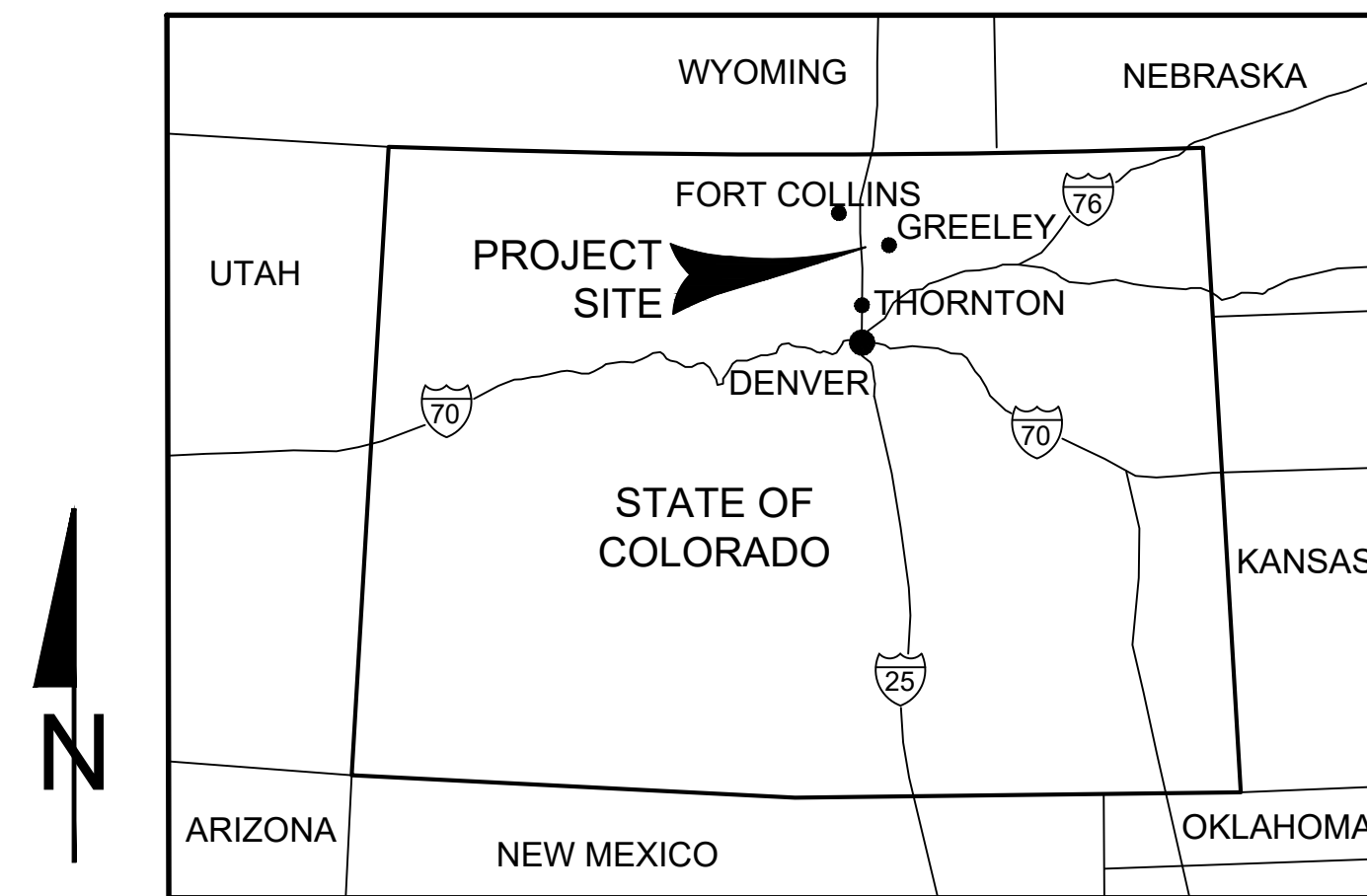
Drawings

[To be attached]

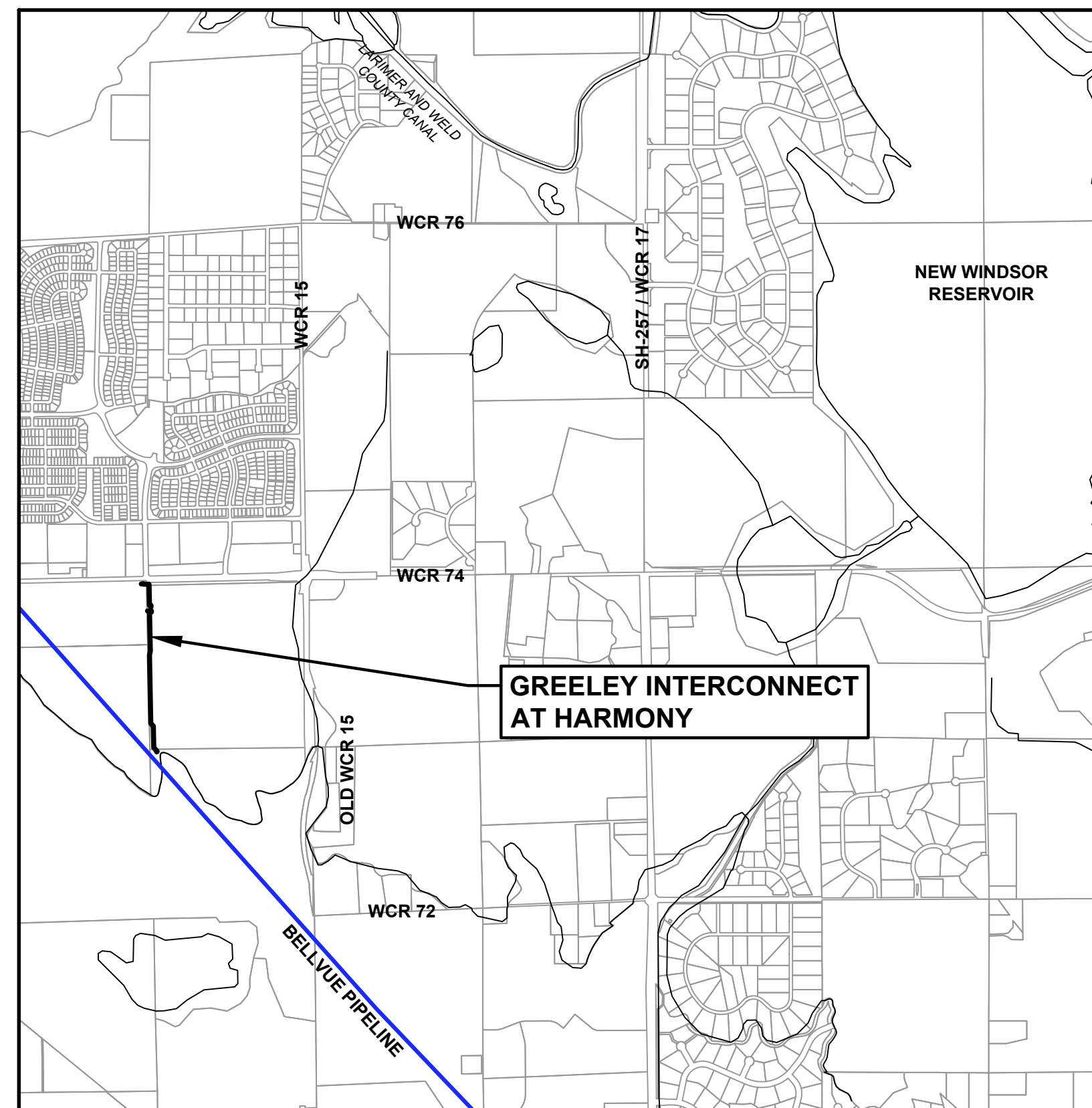
DRAFT

NORTH WELD COUNTY WATER DISTRICT

GREELEY INTERCONNECT AT HARMONY



LOCATION MAP
SCALE: NTS



VICINITY MAP
SCALE: 1" = 2000'

SHEET LIST		
SHEET NUMBER	SHEET TITLE	SHEET DESCRIPTION
GENERAL		
1	G-001	COVER SHEET
2	G-002	GENERAL NOTES
3	G-003	SYMBOLS AND ABBREVIATIONS
PLAN AND PROFILE - GREELEY TERRY RANCH PIPELINE		
4	PP-001	PLAN AND PROFILE STA 100+00 TO STA 111+00
5	PP-002	PLAN AND PROFILE STA 111+00 TO STA 122+00
6	PP-003	PLAN AND PROFILE STA 122+00 TO STA 132+00
CIVIL - GREELEY TERRY RANCH PIPELINE		
7	C-401	ENLARGED PLAN - BELLVUE PIPELINE CONNECTION
PLAN AND PROFILE - NWCWD INTERCONNECT		
8	PP-101	PLAN AND PROFILE - STA 100+00 TO 100+75
9	PP-201	PLAN AND PROFILE - STA 200+00 TO 204+50
10	PP-202	PLAN AND PROFILE - STA 204+50 TO 204+89.32
CIVIL - NWCWD INTERCONNECT		
11	C-501	RISER DETAIL


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VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING



IF NOT ONE INCH ON THIS
SHEET, ADJUST SCALES
ACCORDINGLY

DWG: S:\2020 projects\220002\gr\060 CAD\WPB-IGA\02-sheets\220002_NWCWD-G-000_01.dwg
DATE: Dec 28, 2022 3:45pm USER: imartinez
XREFS: 220002_GTR-WPB_PCL 220002_GTR-NWCWD_BD

GENERAL NOTES:

1. PIPELINE STATIONING AND LENGTHS OF PIPE ARE BASED ON THE HORIZONTAL PROJECTION OF THE PIPE CENTERLINE AS SHOWN ON THE DRAWINGS.

2. UNLESS OTHERWISE INDICATED, PIPELINE DIAMETERS ARE FINISHED INSIDE DIAMETERS AFTER INSTALLATION OF CEMENT MORTAR LINING.

3. ALL PIPELINE ELEVATIONS ARE REFERENCED TO THE TOP OF THE PIPE UNLESS OTHERWISE NOTED.

4. AT THE CLOSE OF EACH WORKING SHIFT, WHERE THE NEXT SHIFT WILL NOT IMMEDIATELY FOLLOW, PROTECT AND SECURE OPEN EXCAVATION.

5. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE DRAWINGS, BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT OR ACCURATE. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES AFFECTING THE WORK. SHOULD THE CONTRACTOR IDENTIFY ANY UTILITIES, STRUCTURES OR FEATURES NOT SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

6. THE CONTRACTOR SHALL REVIEW THE SITE TO DETERMINE EXISTING CONDITIONS. ANYTHING NOT SHOWN ON THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY AND SHALL NOT CONSTITUTE AN EXTRA, UNLESS APPROVED BY THE ENGINEER.

7. CONTACT THE ENGINEER IMMEDIATELY OF ANY CONFLICTS ARISING DURING THE CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.

8. TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING FACILITIES. ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE IMMEDIATELY REPAIRED OR RECONSTRUCTED TO A NEW CONDITION AT THE CONTRACTOR'S EXPENSE.

9. REMOVE, REPLACE, FLAG OR RELOCATE ALL OVERHEAD INTERFERENCE WHICH MAY AFFECT THE CONTRACTOR'S OPERATION DURING CONSTRUCTION. AVOID DAMAGE TO SAME. USE EXTREME CAUTION WHEN WORKING NEAR OVERHEAD OR UNDERGROUND POWER, GAS, OR OTHER UTILITIES TO SAFELY PROTECT ALL PERSONNEL AND EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS AND LIABILITY IN CONNECTION WITH THIS WORK.

10. COORDINATE UNDERGROUND UTILITY MARKINGS WITH EXISTING UTILITIES BY CONTACTING THE UTILITY NOTIFICATION CENTER OF COLORADO (811 OR 1-800-922-1987) A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION OR GROUND DISTURBANCE IN ORDER TO OBTAIN LOCATES.

11. ALL UTILITIES SHALL BE KEPT IN OPERATION EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE UTILITY OWNER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE EXISTING UTILITIES. ANY AND ALL DAMAGE TO EXISTING UTILITIES AS A RESULT OF THE CONTRACTOR'S ACTIONS, SHALL BE REPAIRED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE.

12. PRESERVE ALL SURVEY MARKERS AND MONUMENTATION. THOSE REQUIRING REMOVAL SHALL BE REESTABLISHED BY A PROFESSIONAL LAND SURVEYOR IN ACCORDANCE WITH THE LOCAL GOVERNING AUTHORITY.

13. ALL SPECIFICATIONS, DRAWINGS, AND DETAILS INCLUDED IN THE CONTRACT DOCUMENTS SHALL FULLY APPLY TO THE WORK WHETHER SPECIFICALLY REFERENCED OR NOT.

14. LIMIT CONSTRUCTION OPERATIONS TO WITHIN THE RIGHT-OF-WAY AND EASEMENTS AND DESIGNATED WORK AREAS AS SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE AREA WITHIN THE CONSTRUCTION LIMITS TO A RESTORED CONDITION. CONSTRUCTION LIMITS ARE DELINEATED ON THE PLAN AND PROFILE DRAWINGS.

15. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, FENCES, DRIVEWAYS, SIDEWALKS, FIELD ROADS, ETC., WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION, AS DIRECTED BY THE ENGINEER, OR AS REFERENCED IN THE SPECIFICATIONS.

16. ALL BARRICADING AND TEMPORARY TRAFFIC CONTROL DEVICES OR METHODS USED DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL STANDARDS. SUBMIT TRAFFIC CONTROL PLAN TO APPLICABLE AGENCIES AS REQUIRED AND OBTAIN PERMITS PRIOR TO CLOSURE OR DISRUPTION OF ANY ROADS.

17. RESTORE ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES PER SPECIFICATION SECTIONS 01 41 00 AND 32 90 10.

18. SEE SPECIFICATION SECTIONS 01 41 00 AND 02 01 20 FOR PERMITTING, UTILITY, AND COORDINATION REQUIREMENTS AND CONTACTS.

19. ALL FUGITIVE DUST SHALL BE CONTROLLED ON SITE. ONLY AREAS SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE CLEARED OR STRIPPED OF VEGETATION. CLEARING OF VEGETATION SHALL ONLY PRECEDE CONSTRUCTION BY A MAXIMUM OF 2,500 FEET. WATERING OR OTHER PRIOR APPROVED MEANS OF DUST CONTROL SHALL BE EMPLOYED TO PREVENT DUST FROM LEAVING THE SITE. PERMANENT GRASSING, LANDSCAPING AND OTHER RESTORATION WORK SHALL BE INCORPORATED WITHIN 2 WEEKS OF SURFICIAL SOIL REPLACEMENT DURING THE MONTHS OF MARCH, APRIL, SEPTEMBER, AND OCTOBER.

20. ALL TREES LOCATED ALONG THE CONSTRUCTION ROUTE ARE TO REMAIN AND SHALL BE PROTECTED DURING CONSTRUCTION, UNLESS REMOVAL IS SPECIFICALLY SHOWN AND APPROVED BY THE OWNER.
21. ALL AREAS SHALL BE GRADED AND LANDSCAPED, AS INDICATED ON THE DRAWINGS, IN ACCORDANCE WITH THE SPECIFICATIONS AND AS REQUIRED BY APPLICABLE PERMITS.

22. TRAFFIC CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

23. ACCESS TO ALL PROPERTIES SHALL BE MAINTAINED AT ALL TIMES FOR SUPPORT SERVICE BY EMERGENCY VEHICLES.

24. DIMENSIONS OF VALVES, FITTINGS, AND OTHER EQUIPMENT MAY VARY DEPENDING UPON MANUFACTURER. CONTRACTOR SHALL REVIEW SHOP DRAWINGS AND MAKE ANY NECESSARY ADJUSTMENTS BEFORE SETTING BASES, SUPPORTS, ETC.

25. ALL ALUMINUM SURFACES IN CONTACT WITH CONCRETE OR OTHER METALS SHALL HAVE A HEAVY BITUMASTIC COATING OR NEOPRENE INSULATING MATERIAL TO PREVENT CORROSION.

26. WHERE NECESSARY TO DEFLECT PIPE, EITHER HORIZONTALLY OR VERTICALLY, PIPE JOINT DEFLECTION SHALL NOT EXCEED 75% OF THE MANUFACTURERS RECOMMENDED DEFLECTION ANGLE, OR AS NOTED IN THE SPECIFICATIONS.

27. IN ACCORDANCE WITH THE GENERAL CONDITIONS AND GENERAL REQUIREMENTS SECTIONS OF THE CONTRACT DOCUMENTS, VIOLATION OF ANY AND ALL ENVIRONMENTAL REGULATIONS AND PERMIT CONDITIONS IS NOT PERMITTED AND WILL RESULT IN CONTRACTOR PAYMENT OF LIQUIDATED DAMAGES.

28. EXCAVATION WITHIN ESTABLISHED LIMITS OF CONSTRUCTION SHALL BE ACCOMPLISHED BY STRIPPING THE EXISTING DEPTH OF TOPSOIL FROM THE FULL WIDTH OF THE AREA TO BE DISTURBED AND STOCKPIILING THE SURFICIAL SOILS (TOPSOIL) SEPARATELY. THE REMAINING EXCAVATIONS NECESSARY FOR PIPE INSTALLATION SHALL BE TEMPORARILY PLACED ADJACENT TO THE PIPE TRENCH. THE EXCAVATED MATERIAL THAT WILL NOT BE REUSED FOR BACKFILL SHALL BE STOCKPILED SEPARATELY FROM SURFICIAL SOILS OUTSIDE OF JURISDICTIONAL AREAS A MINIMUM DISTANCE OF 200 FEET FROM A WETLAND. BACKFILLING OPERATIONS SHALL PROCEED SUCH THAT SURFICIAL SOILS WILL BE REPLACED LAST AND SHALL BE SPREAD ACROSS THE ENTIRE DISTURBED AREA TO HELP PROMOTE NATIVE VEGETATIVE GROWTH. SURFICIAL SOILS SHALL NOT BE LEFT STOCKPILED IN EXCESS OF TWO WEEKS. FINE GRADING AND THE REPLACEMENT OF TOPSOIL SHALL OCCUR IMMEDIATELY AND SHALL NOT LAG CONSTRUCTION BY MORE THAN 500 FEET. ALL WETLAND CROSSINGS THAT ARE DISTURBED DURING CONSTRUCTION, SHALL HAVE AN ADEQUATE AMOUNT OF FILL REMOVED SO THAT THE WETLAND IS RESTORED TO THE ORIGINAL LINE, GRADE, AND CROSS-SECTION AS INDICATED BY THESE DRAWINGS.

29. ALL DELETERIOUS SUBSURFACE MATERIAL, E.G., MUCK, PEAT, BURIED DEBRIS, SHALL BE EXCAVATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, OR AS DIRECTED BY THE ENGINEER. DELETERIOUS MATERIAL IS TO BE REMOVED FROM THE SITE IMMEDIATELY AND PROPERLY DISPOSED OF AT THE CONTRACTOR'S EXPENSE. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.

30. PROTECT EXCAVATIONS AGAINST COLLAPSE AND PROVIDE BRACING, SHEETING, OR SHORING AS NECESSARY. TRENCHES SHALL BE KEPT COMPLETELY DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED PER SPECIFICATION SECTION 31 23 43. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND PERMITTING OF DISCHARGE FLOWS IN ACCORDANCE WITH THE SPECIFICATIONS.

31. PROVIDE A ¾" TO 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER AT ABUTMENT OF CONCRETE AND OTHER MATERIALS (ASPHALT, BUILDING, OTHER POURED CONCRETE, ETC.)

32. TRIM, TACK, AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT IS TO BE INSTALLED.

33. PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SILT FENCE) WHERE INDICATED ON THE EROSION AND SEDIMENT CONTROL DRAWINGS TO PREVENT SILT FROM MIGRATING TO ADJACENT PROPERTIES, STREETS, STORM SEWERS AND WATERWAYS. IN ADDITION, CONTRACTOR SHALL PLACE AND MAINTAIN TRACKING CONTROL PADS AT ALL LOCATIONS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE.

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REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY



VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON THIS
SHEET, ADJUST SCALES
ACCORDINGLY

NORTH WELD COUNTY
WATER DISTRICT
GREELEY INTERCONNECT
AT HARMONY

GENERAL NOTES

PROJECT:	220002
DRAWN BY:	B. BOHN
DESIGNED BY:	D. PYTLIK
APPROVED BY:	D. PYTLIK
SHEET:	2 OF 11
DRAWING:	G-00

LEGEND:

GENERAL

EXISTING *ITALICIZED TEXT DENOTES EXISTING EQUIPMENT, STRUCTURES, PIPING, ETC.*

PROPOSED **BOLD LINEWORK AND TEXT DENOTES PROPOSED EQUIPMENT, STRUCTURES, PIPING, ETC.**

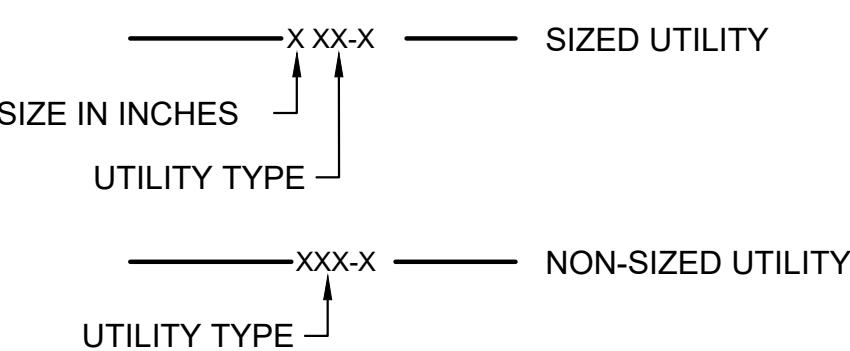
SYMBOLS

- ◆ SECTION CORNER AS DESCRIBED
- ◆ RANGE POINT AS DESCRIBED
- MONUMENT FOUND AS DESCRIBED
- MONUMENT SET AS DESCRIBED
- (D) DENOTES DEEDED INFORMATION
- (P) DENOTES PLATTED INFORMATION
- (M) DENOTES MEASURED INFORMATION
- ⌘ EXISTING GAS VALVE
- ⌘ EXISTING WATER VALVE
- ⌘ EXISTING WATER METER
- ⌘ EXISTING ELECTRIC HANDHOLE
- ⌘ EXISTING TELEPHONE PEDESTAL
- ⌘ EXISTING FIBER PEDESTAL
- ⌘ EXISTING SEWER MANHOLE
- ⌘ EXISTING VENT PIPE
- ⌘ EXISTING STORM MANHOLE
- ⌘ EXISTING WATER MANHOLE
- ⌘ EXISTING FIRE HYDRANT
- ⌘ EXISTING YARD HYDRANT
- ⌘ EXISTING COMMUNICATION MH
- ⌘ EXISTING ELECTRIC MANHOLE
- ⌘ EXISTING CABLE TV PEDESTAL
- ⌘ EXISTING GAS METER
- ⌘ EXISTING ELECTRIC METER
- ⌘ EXISTING TRAFFIC SIGNAL
- ⌘ EXISTING GREASE MANHOLE
- ⌘ EXISTING IRRIGATION VALVE
- ⌘ EXISTING ELECTRIC PEDESTAL
- ⌘ EXISTING CLEAN OUT
- ⌘ EXISTING TRAFFIC HANDHOLE
- EXISTING UTILITY HANDHOLE
- EXISTING BOLLARD/POST
- EXISTING LANDSCAPE LIGHT
- ⌘ EXISTING UTILITY POLE
- EXISTING GUY WIRE
- ☀ EXISTING STREET LIGHTPOLE
- ⌘ EXISTING DECIDUOUS TREE
- ⌘ EXISTING EVERGREEN TREE
- ⌘ EXISTING BUSH
- ⌘ EXISTING TREE STUMP
- ⌘ EXISTING MAILBOX
- ⌘ EXISTING SIGN
- L/S LANDSCAPED AREA
- ⌘ EXISTING TRAFFIC LIGHT
- ⌘ EXISTING MONITORING WELL

LINETYPES

- — — — — DRAINAGE FLOWLINE
- 5050 — EXISTING INDEX CONTOUR
- 5051 — EXISTING INTERMEDIATE CONTOUR
- + + + + + EXISTING WIRE FENCE
- x x x x x EXISTING SPLIT RAIL FENCE
- o o o o o EXISTING CHAIN LINK FENCE
- o o o o o EXISTING METAL/WOOD FENCE
- — — — — EDGE OF BUSHES/TREES
- — — — — EXISTING BUILDING/STRUCTURE
- LOC — LIMITS OF CONSTRUCTION
- — — — — EASEMENT, TEMPORARY OR PERMANENT
- — — — — RIGHT-OF-WAY
- — — — — SECTION LINE
- — — — — PROPERTY LINE
- 100 FP — 100 YEAR FLOODPLAIN

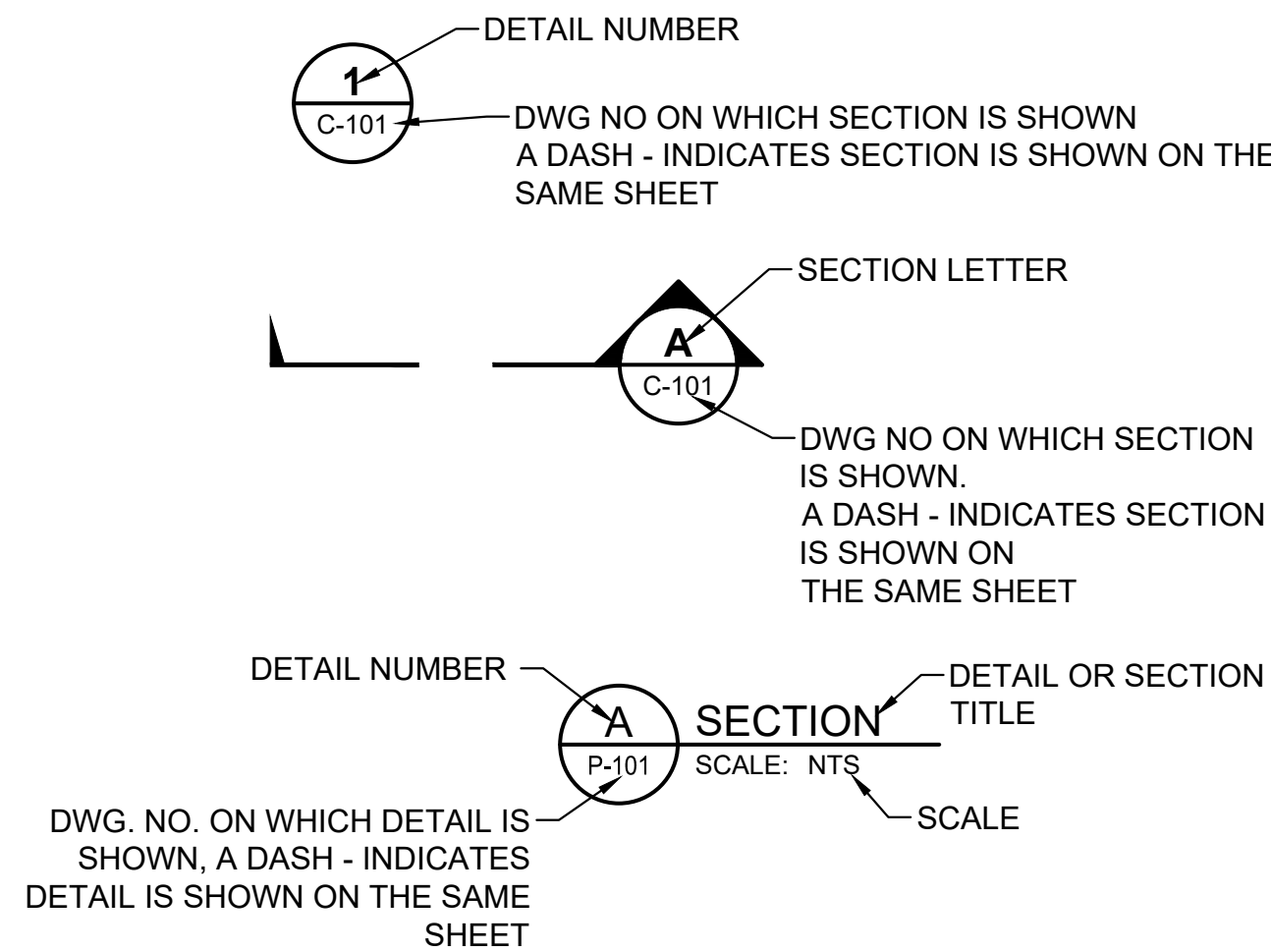
UTILITY LINETYPES



TYPE

- CATV = CABLE TV
- DR = DRAIN
- FM = FORCE MAIN
- FO = FIBER OPTIC
- G = GAS
- GS = GAS SERVICE
- IRR = IRRIGATION
- OHE = OVERHEAD ELECTRICAL
- OHT = OVERHEAD TELEPHONE
- OHU = OVERHEAD UTILITY
- PW = POTABLE WATER
- SD = STORM DRAIN
- SS = SANITARY SEWER
- E = UNDERGROUND ELECTRIC
- T = UNDERGROUND TELEPHONE
- W = WATER
- WM = WATER MAIN
- WS = WATER SERVICE

REFERENCE



HATCH TYPES

- UNDISTURBED SOIL
- EARTH FILL
- RIPRAP
- RIPRAP BEDDING
- CONCRETE
- NATIVE MATERIAL
- ASPHALT
- SAND FILTER/DIRT/ DRAIN MATERIAL/GRAVEL
- WETLANDS
- GRAVEL

ABBREVIATIONS:

AC	ASPHALT CONCRETE, ACRE
ACP	ASBESTOS CEMENT PIPE
ACS	ACCESS
ALT	ALTERNATE
ALUM	ALUMINUM
APX, APPROX	APPROXIMATE
ASSY	ASSEMBLY
AWG	AMERICAN WIRE GAUGE
AWWA	AMERICAN WATER WORKS ASSOCIATION
B , BOT	BOTTOM
BO	BLOWOFF
BF	BLIND FLANGE
BFLY	BUTTERFLY
BFV	BUTTERFLY VALVE
BH	BORE HOLE
BLK	BLOCK
BMP	BEST MANAGEMENT PRACTICE
CARV	COMBINATION AIR/VACCUUM VALVE ASSEMBLY
CATV	CABLE TV
CDOT	COLORADO DEPT. OF TRANSPORTATION
CB	CROSSING BORING
CI	CAST IRON
CL	CENTERLINE
CTL	CTL THOMPSON (GEOTECHNICAL ENGINEERING FIRM)
CLSM	CONTROLLED LOW STRENGTH MATERIAL
CMP	CORRUGATED METAL PIPE
COMM	COMMUNICATION
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS, CONTINUATION
COG	CITY OF GREELEY
CP	CONTROL POINT, CATHODIC PROTECTION
CPLG	COUPLING
CPP	CORRUGATED PLASTIC PIPE
CYL	CYLINDER
DI	DUCTILE IRON
DIA, Ø	DIAMETER
DIP	DUCTILE IRON PIPE
DNF	DID NOT FIND
DNPH	DID NOT POTHOLE
DR	DRIVE, DRAIN
DTL	DETAIL
DWLJ	DOUBLE WELDED LAP JOINT
E	EAST, EASTING, ELECTRIC
EA	EACH
EC	EROSION CONTROL
ECB	EROSION CONTROL BLANKET
ECMP	ELLIPTICAL CORRUGATED METAL PIPE
EL, ELEV	ELEVATION
ELEC	ELECTRIC
EQ	EQUAL
ESC	EROSION & SEDIMENTATION CONTROL
EX	EXISTING
EXT	EXTENSION
FB	FIELD BORING
FIK	FLANGE INSULATING KIT
FL	FLOW LINE, FLANGE
FLG'D	FLANGED
FM	FORCE MAIN
FO	FIBER OPTIC
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FOOT, FEET
G	GAS
GA	GAUGE
GALV	GALVANIZED
GBR	GEOTECHNICAL BASELINE REPORT
GDR	GEOTECHNICAL DATA REPORT
GS	GAS SERVICE
GV	GATE VALVE
GW	GROUNDWATER
HCBO	HIGH CAPACITY BLOW OFF
HD	HEAVY DUTY

HDPE	HIGH DENSITY POLYETHYLENE
HGL	HYDRAULIC GRADE LINE
HWY	HIGHWAY
ID	INSIDE DIAMETER
IN	INCH
INV	INVERT
IRR	IRRIGATION
JTS	JOINTS
L	LENGTH
LB/LBS	POUND(S)
LD	LIGHT DUTY
LF	LINEAR/LINEAL FOOT/FEET
LOC	LIMITS OF CONSTRUCTION
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MW	MONITORING WELL (GROUNDWATER), MANWAY
N	NORTH, NORTHING
NGS	NATIONAL GEODETIC SURVEY
NIC	NOT IN CONTRACT
NOM	NOMINAL
NPT	NATIONAL PIPE THREAD
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OHE	OVERHEAD ELECTRIC
OHT	OVERHEAD TELEPHONE
OHU	OVERHEAD UTILITY
OPNG	OPENING
OPR	OPERATOR
OZ	OUNCE
PB	PIPELINE BORING
PC	PRESSURE CLASS
PE	PERMANENT EASEMENT
PL	PROPERTY LINE, PLATE
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PW	POTABLE WATER
R	RADIUS
R/W, ROW	RIGHT OF WAY
RCP	REINFORCED CONCRETE PIPE
REINF	REINFORCED/REINFORCEMENT
REQ'D	REQUIRED
RHW	WIRE INSULATION (MOISTURE RESISTANT)
RPMP	REINFORCED PLASTIC MORTAR PIPE
RR	RAILROAD
RW	RESILIENT WEDGE
S	SOUTH
SD	STORM DRAIN
SH	STATE HIGHWAY
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQUARE
SS, SAN	SANITARY SEWER
ST	STAINLESS
STA	STATION
STD	STANDARD
STL	STEEL
STM	STORM
STRUCT	STRUCTURE
SWLJ	SINGLE WELDED LAP JOINT
SWMP	STORMWATER MANAGEMENT PLAN
SWR	SEWER
SY	SQUARE YARD(S)
t	THICKNESS
T	TOP, TELEPHONE
T/	TOP OF
TCE	TEMPORARY CONSTRUCTION EASEMENT
TEL	TELEPHONE
TEMP	TEMPORARY

TH	TEST HOLE (SOIL BORING)
TYP	TYPICAL
UG	UNDERGROUND
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W, WTR	WEST, WATER
W/	WITH
WCR	WELD COUNTY ROAD
WE	WATERLINE EASEMENT
WM	WATER MAIN
WL	WATER LINE
WPA	WORK PACKAGE A
WS	WATER SERVICE
WSP	WELDED STEEL PIPE
WT	WEIGHT
WWF	WELDED WIRE FABRIC

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NOT FOR CONSTRUCTION
DECEMBER 28, 2022

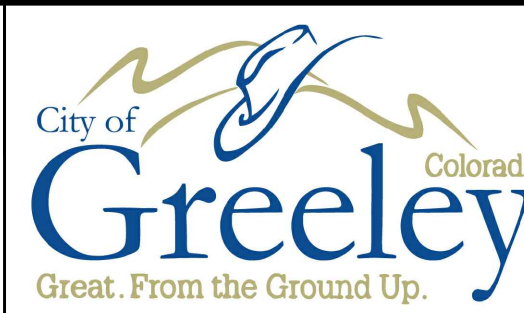
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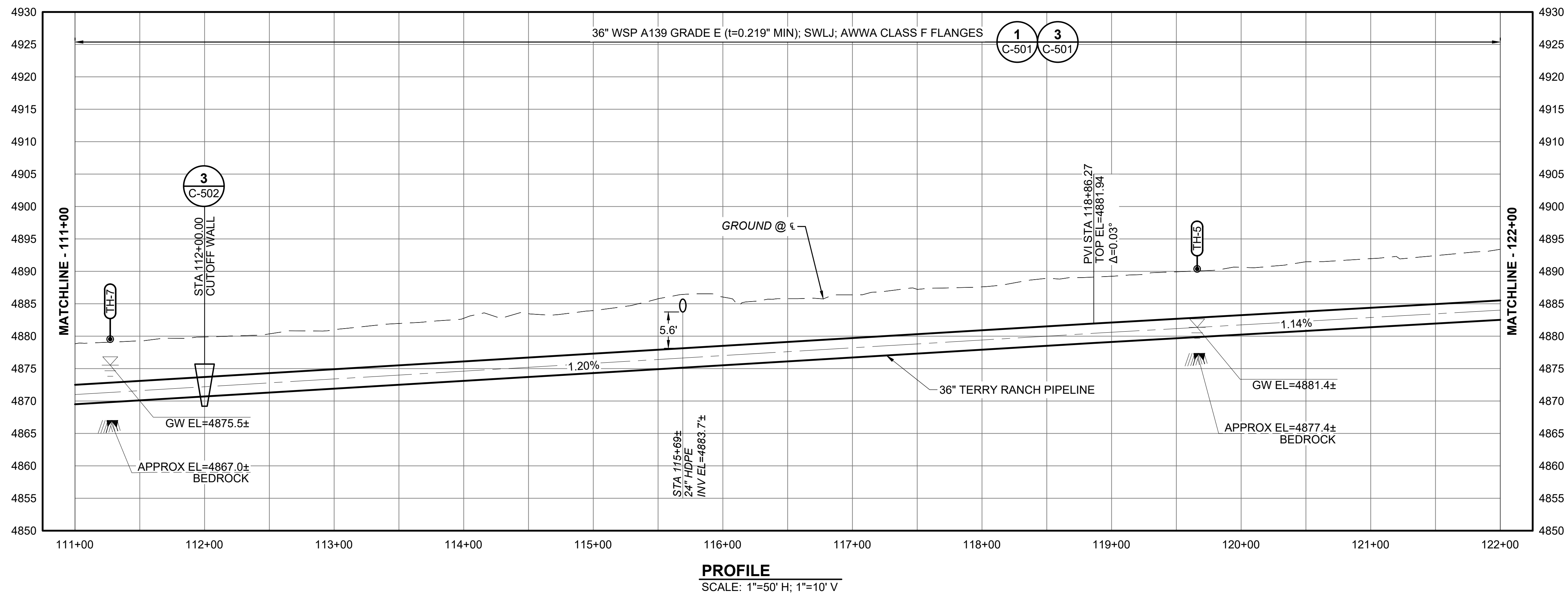
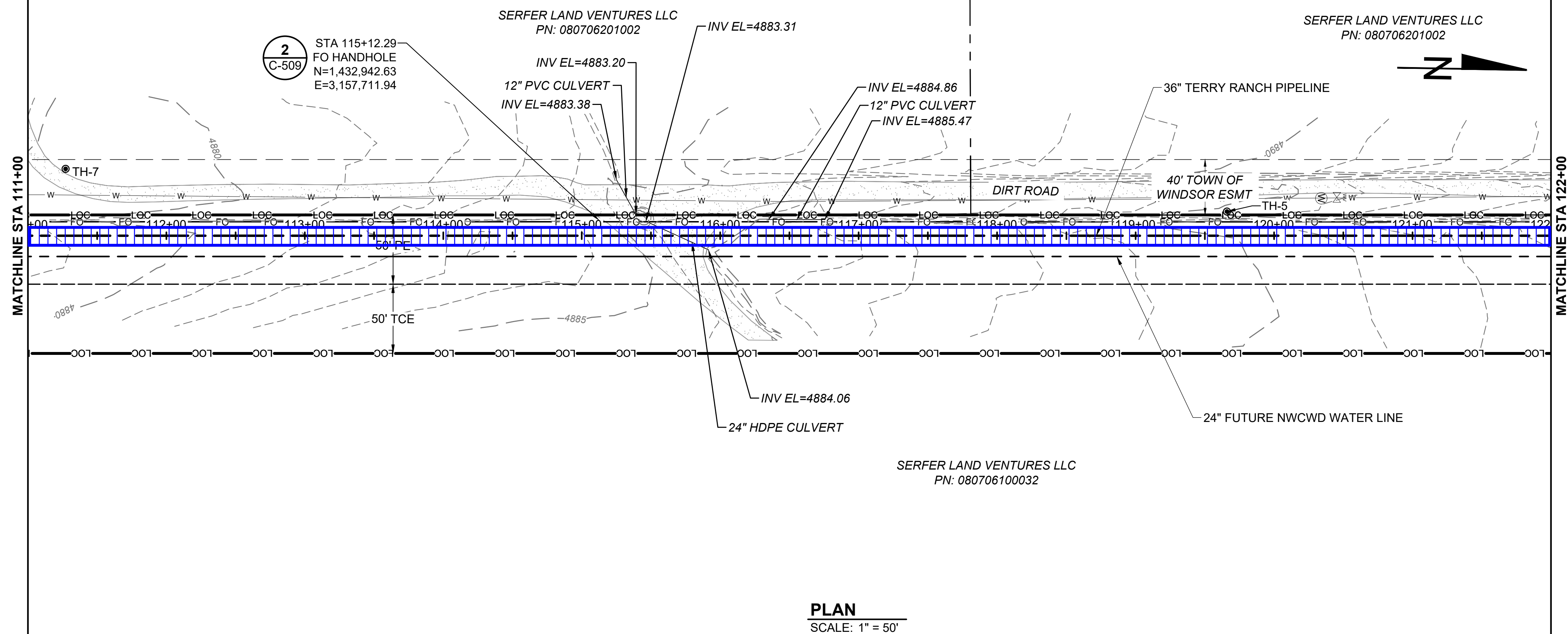


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SHEET, ADJUST SCALES
ACCORDINGLY

NORTH WELD COUNTY
WATER DISTRICT
GREELEY INTERCONNECT
AT HARMONY

SYMBOLS AND ABBREVIATIONS

PROJECT:	220002
DRAWN BY:	B. BOHN
DESIGNED BY:	D. PYTLIK
APPROVED BY:	D. PYTLIK
SHEET:	3 OF 11
DRAWING:	G-001



- NOTES:**
1. SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY-SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 2. MINIMUM RADIUS FOR FIBER OPTIC CONDUIT BENDS IS 10 FEET.


THE CITY OF GREELEY AND THE NORTH WELD COUNTY WATER DISTRICT WILL BENEFIT FROM THE USE OF THE 36" TERRY RANCH PIPELINE. THE CITY OF GREELEY WILL BE RESPONSIBLE FOR MATERIAL AND LABOR COSTS ASSOCIATED WITH THE INSTALLATION OF THE PIPELINE WITHIN THESE LIMITS. ONCE INSTALLED, THE CITY OF GREELEY WILL BE THE OWNER OF THE FACILITIES AND RESPONSIBLE FOR OPERATIONS AND MAINTENANCE.

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NOT FOR CONSTRUCTION
JANUARY 11, 2023



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY



VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING

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SHEET, ADJUST SCALES
ACCORDINGLY

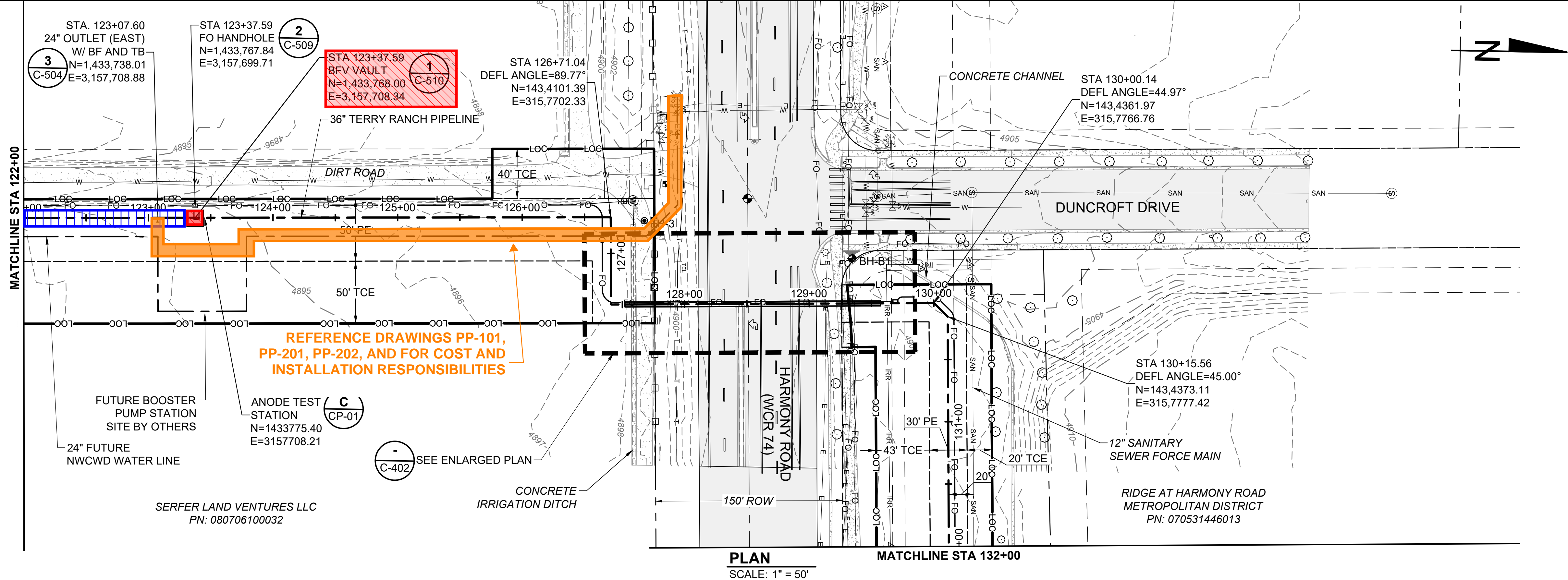
NORTH WELD COUNTY
WATER DISTRICT

GREELEY INTERCONNECT
AT HARMONY

PLAN AND PROFILE STA 111+00 TO STA 122+00

PROJECT:	220002
DRAWN BY:	B. BOHN
DESIGNED BY:	D. PYTLIK
APPROVED BY:	D. PYTLIK
SHEET:	5 OF 11

DWG: S:\2020\Projects\220002\GTR\100 CAD\WPB\102-SHEETS\GTR_Sheets\220002_GTR-100-PP-101.dwg
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USER: drc

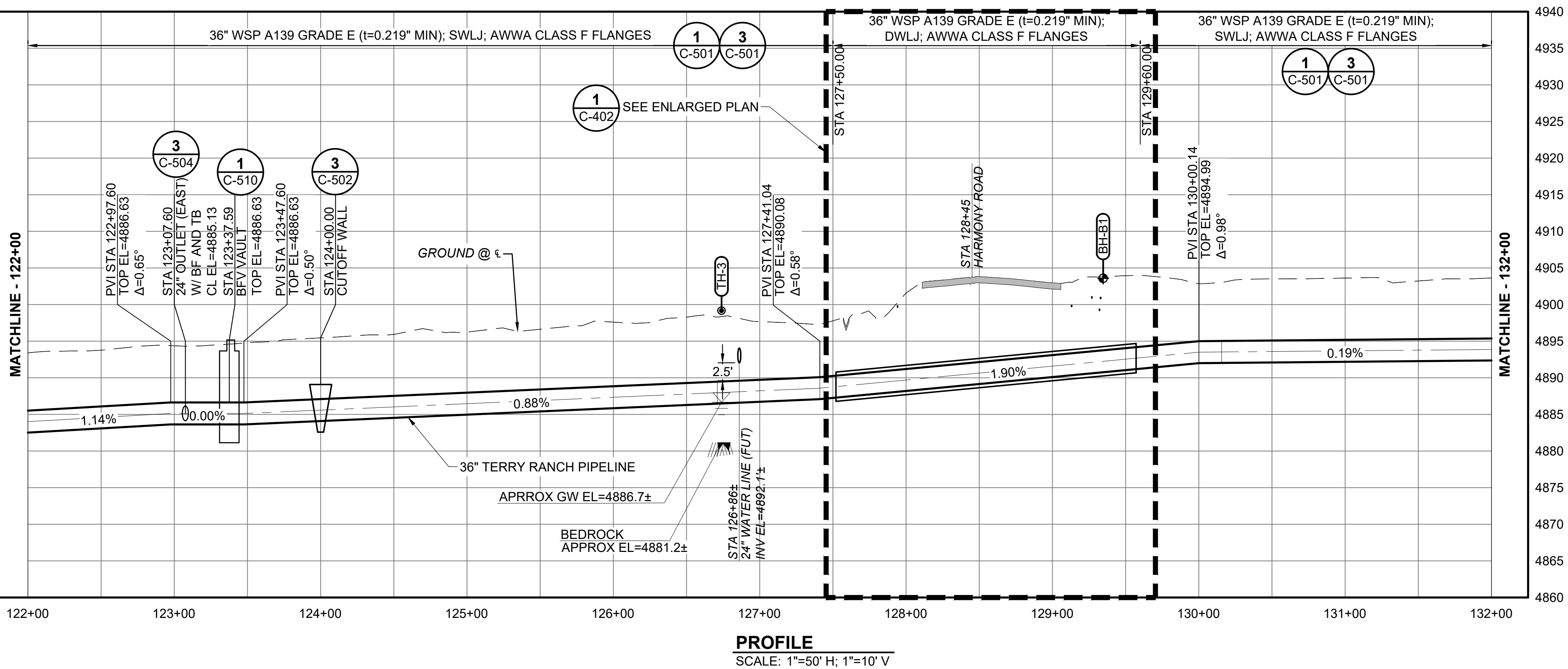


NOTES:

- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY-SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
- MINIMUM RADIUS FOR FIBER OPTIC CONDUIT BENDS IS 10 FEET.

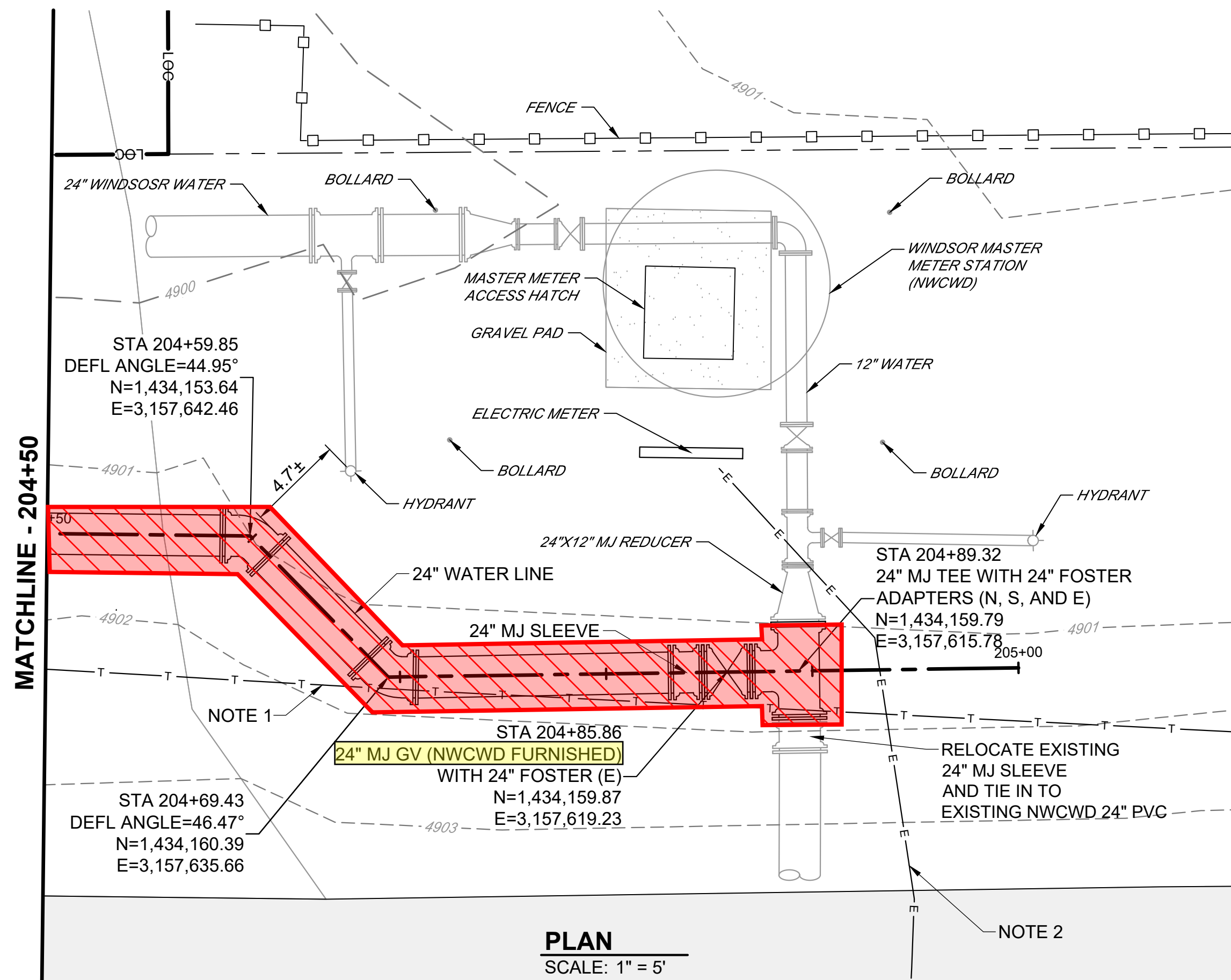
THE CITY OF GREELEY AND THE NORTH WELD COUNTY WATER DISTRICT WILL BENEFIT FROM THE USE OF THE 36" TERRY RANCH PIPELINE. THE CITY OF GREELEY WILL BE RESPONSIBLE FOR MATERIAL AND LABOR COSTS ASSOCIATED WITH THE INSTALLATION OF THE PIPELINE WITHIN THESE LIMITS. ONCE INSTALLED, THE CITY OF GREELEY WILL BE THE OWNER OF THE FACILITIES AND RESPONSIBLE FOR OPERATIONS AND MAINTENANCE.

NORTH WELD COUNTY WATER DISTRICT WILL BE RESPONSIBLE FOR REIMBURSING THE CITY OF GREELEY FOR THE COSTS AND INSTALLATION OF THE BUTTERFLY VAULT ON THE TERRY RANCH PIPELINE AS THE FACILITY IS NEEDED TO DIRECT FLOW TO NORTH WELD COUNTY WATER DISTRICT'S INTERCONNECT INFRASTRUCTURE. THE MATERIALS PROCUREMENT AND INSTALLATION LABOR ASSOCIATED WITH THIS VAULT WILL BE PROVIDED BY REYNOLDS CONSTRUCTION. ONCE INSTALLED, THE CITY OF GREELEY WILL BE THE OWNER OF THE FACILITIES AND RESPONSIBLE FOR OPERATIONS AND MAINTENANCE.

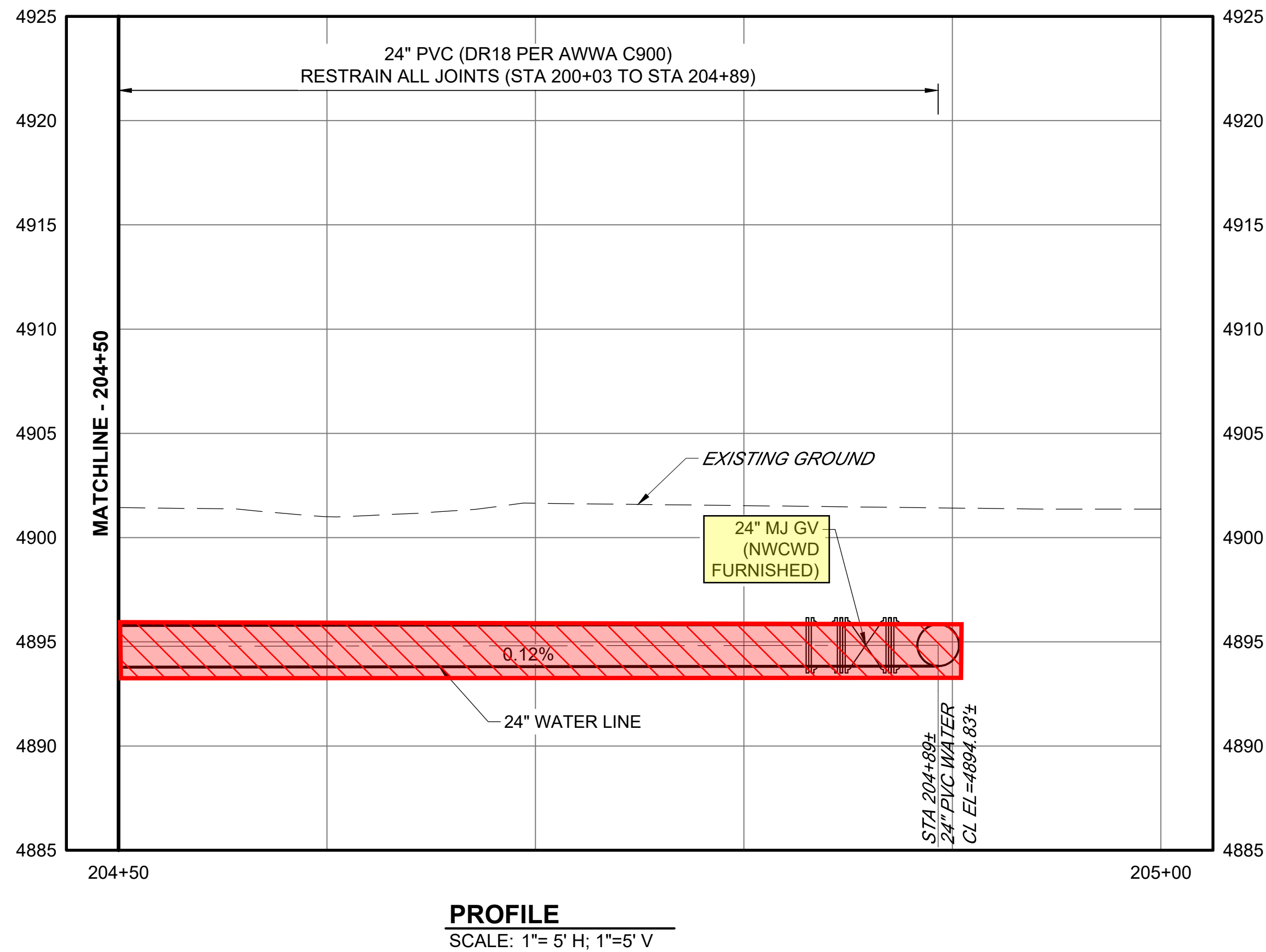


**IGA / PRICING SET
NOT FOR CONSTRUCTION
JANUARY 11, 2023**

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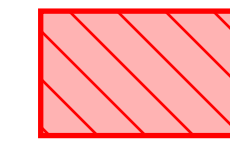
PLAN
SCALE: 1" = 5'



PROFILE
SCALE: 1" = 5' H; 1" = 5' V

NOTES:

1. CONTRACTOR TO VERIFY LOCATION. COORDINATE WITH CENTURY LINK FOR 1/2" DIRECT BURY FIBER OPTIC LINE PROTECTION PRIOR TO CONSTRUCTION. BURY DEPTH IS APPROXIMATELY 2.0'.
2. PROTECT IN PLACE. CONTRACTOR TO VERIFY LOCATION PRIOR TO CONSTRUCTION. USE CAUTION WHILE EXCAVATING AROUND ELECTRIC LINE.



NORTH WELD COUNTY WATER DISTRICT WILL BE RESPONSIBLE FOR COSTS ASSOCIATED WITH MATERIALS AND INSTALLATION OF INFRASTRUCTURE WITHIN THESE LIMITS. ALL WORK SHOWN WITHIN THESE LIMITS WILL BE PERFORMED BY REYNOLDS CONSTRUCTION UNDER THE TERRY RANCH PIPELINE CONSTRUCTION CONTRACT. ALL MATERIALS WILL BE PROVIDED BY REYNOLDS CONSTRUCTION WITH THE EXCEPTION OF ONE (1) 24-INCH GATE VALVE (HIGHLIGHTED). ALL FACILITIES WITHIN THESE LIMITS WILL BE OWNED, OPERATED, AND MAINTAINED BY THE NORTH WELD COUNTY WATER DISTRICT.

IGA / PRICING SET
NOT FOR CONSTRUCTION
JANUARY 11, 2023

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DR., SUITE 320
HIGHLANDS RANCH, CO 80129
(303)997-5035
www.providenceic.com



REYNOLDS CONSTRUCTION, LLC
1775 E 69TH AVE
DENVER, CO 80229
(303) 287-7700
www.reynoldskon.com

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VERIFY SCALE
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ACCORDINGLY

NORTH WELD COUNTY
WATER DISTRICT
GREELEY INTERCONNECT
AT HARMONY

PLAN AND PROFILE -
STA 204+50 TO 204+89.32

PROJECT:	220002
DRAWN BY:	B. BOHN
DESIGNED BY:	D. PYTLIK
APPROVED BY:	D. PYTLIK
SHEET:	10 OF 11
DRAWING:	PP-20

Water & Sewer Agenda Summary

Date: January 20, 2023

Key Staff Contact: Leah Hubbard, Water Resources Operations Manager

Title: Outside Water Counsel Legal Report

Summary: The Attached Report has been provided by Mr. James Noble with Welborn Sullivan Meck & Tooley, P.C.

Case Number 22CW3184 is an application by the New Cache La Poudre Irrigating Company for a finding of reasonable diligence and to make a conditional storage water right partially absolute. This application relates to a water right within Greeley's area of interest for protecting its water rights from injury.

Recommended Action: Staff and water counsel recommend authorizing filing a statement of opposition in Case Number 22CW3184.

Recommended Motion: "I move that the Board authorize the filing of a statement of opposition in Case No. 22CW3184, and for staff and legal counsel to seek resolution of issues raised by this case consistent with Water and Sewer Board Resolution No. 3-15."

Attachments:

1. Legal Report for January, 2022

Water & Sewer Agenda Summary

Date: January 20, 2023

Key Staff Contact: Cole Gustafson, Source Water Supply Manager

Title: Executive Session

Summary:

- Longs Peak Dairy First Right of Refusal

Recommended Action: None

Attachments: None

Water & Sewer Agenda Summary

Date: January 20, 2023

Key Staff Contact: Sean Chambers, Director of Water & Sewer Utilities

Title:

Director's Report – January 2023

Summary:

The Director will provide a summary overview of several items of Board interest:

1. Lead and Copper Rule Revision Inventory and Replacement Project Update
2. Legislative Advocacy Update
3. 2023 Wildfire Recovery Planning and Funding Advocacy Update
4. Future W&S Board Meeting Simulcast to Web via YouTube

Recommended Action:

No recommended actions

Attachments:

1. W&S Operations Data Charts
2. WECO Article on \$25M Federal Funds for Soil Health and Ag Water Efficiency

Colorado launches \$25M, multi-state effort to improve soils, reduce ag water use

by **Allen Best** | Dec 21, 2022 | **Agriculture, Climate and Drought, Conservation and Efficiency, Land and Water Conservation, Water Quality** |



Derek Heckman, who farms near Lamar in eastern Colorado, is implementing various soil health practices to build the organic matter of his soil, improve water retention, and stretch limited water supplies farther.
Credit Allen Best

This simple statistic may shock you: Each time a farmer plows his or her field, the soil loses three-quarters of an inch of moisture.

The solutions? They're more complicated and part of new and expanding soil health programs that seek to help farmers explore how to retain water, improve fertility, and create greater resilience to buffer weather extremes.

Now, with the aid of \$25 million in new federal funding, the **Colorado Department of Agriculture**

(<https://ag.colorado.gov/soil-health>)

plans to expand a program called STAR – an acronym for Saving Tomorrow’s Agricultural Resources – from 124 producers, including both farmers and ranchers, to 450. The conduit has been through 16 of the state’s 74 conservation districts, along with three organizations representing corn, sugar beet, and other crop growers. The funding comes through the U.S. Department of Agriculture’s Partnerships for Climate-Smart Commodities Project.

It’s a “game changer,” says Jim Pritchett, an agriculture economist at Colorado State University who grew up on a farm in southeastern Colorado.

“In my career and my childhood in Colorado, I’ve never seen this much direct investment at the producer level,” Pritchett said in September when the grant was announced.

The expanded program, called STAR Plus, will allow Colorado to assist six other Western states in implementing soil health practices and advancing learning. The states are Idaho, Montana, New Mexico, Utah, Wyoming and Washington. CSU, with a \$6 million share of that grant, will be the focal point for quantification, verification and other research.

State officials say that fostering techniques to improve soils, making them more sponge-like, can help Colorado improve water quality and use existing water more efficiently. Agriculture continues to account for more than 80% of Colorado’s water use.

For example, healthier soils can absorb moisture from hard rains, while unhealthy soils allow the water to run off. That improved retention also sets the soils up to better withstand dry periods and greater heat. Some techniques in particular, such as less frequent tilling and use of cover crops, can help farmers in the face of rising temperatures.

In 2021, Colorado legislators passed two bills to ramp up efforts to improve soil health.

One bill, **HB21-1181**,

(<https://leg.colorado.gov/bills/hb21-1181>)

authorized creation of a voluntary soil health program housed within the Colorado Department of Agriculture and overseen by an advisory committee composed of representatives from around the state. Another bill, **SB21-235**

(<https://leg.colorado.gov/bills/sb21-235>)

, appropriated \$2 million in state stimulus funding for the program. With other grants and funding sources, the three-year program had \$5 million to work with through 2022.

Colorado Commissioner of Agriculture Kate Greenberg said her department began asking farmers and ranchers in 2019 how adoption of soil health practices might best be accelerated.

The resulting programs are both voluntary and incentive based. They also are highly tailored to individual growers. Instead of top-down regulation, which Greenberg says would “quelch imagination” and necessary innovation, the Star Plus program seeks collaboration, recognizing that farmers bring much expertise to the table and that great uncertainties remain about how best to achieve soil health objectives.

Improvements in soil health won’t occur immediately. The programs have three-year terms for participants during which they will get technical help, including soil testing. CSU researchers meanwhile have been testifying the efficacy of various techniques.

Experts say that five principal tools enhance soil health including keeping the soil covered; keeping living roots in the soil; diversifying crops; minimizing disturbances—for example using no till or minimal till field preparation—and incorporating livestock grazing into land management.

Soil health can be defined as the continued capacity of soil to function as a vital living ecosystem that sustains plants, animals and people.

"The key thing in that definition is that soil is alive," said Shawn Bruckman, an educator and former professional composter who is on the Eagle County Conservation District Board of Directors. She is also on Colorado's soil health advisory committee.

"When we are looking at soil health, we are not looking at certain properties of the soil independently," said Bruckman. "We are looking how it all works together as a whole."

Bruckman emphasized that soil health varies greatly depending upon climate, soil types and other factors. It can vary greatly even within close proximity, from one field to another.

Given that variability, the Star and Star Plus programs were designed with flexibility as a high value. "You can't cut and dry the approaches and put them in boxes," said Bruckman. "They vary so much."

Some producers may feel comfortable only adopting one or perhaps two of the approaches.

Derek White Heckman values the voluntary nature of the program. He has implemented cover crop, rotation and other soil health practices on 200 acres in the Arkansas River Valley near McClave, Colorado. Next spring he expects to add another 120 acres of the 1,000 acres that he and his father farm.

"I do believe that soil health is very beneficial," he says. "It has helped our farm out. But I don't want to ever see things being forced on guys. It really turns them off."

Allen Best

(<https://www.watereducationcolorado.org/publications-and-radio/blog/author/allenbest/>)

*grew up in eastern Colorado, where both sets of grandparents were farmers. Best writes about the energy transition in Colorado and beyond at **BigPivots.com***

(<https://bigpivots.com/>)

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*Fresh Water News is an independent, nonpartisan news initiative of Water Education Colorado. WEco is funded by multiple donors. Our editorial policy and donor list can be viewed at [**watereco.org**](https://www.watereco.org).*

(<https://www.watereco.org/wp-content/uploads/2020/11/WEco-Fresh-Water-News-Editorial-Policy.pdf>)

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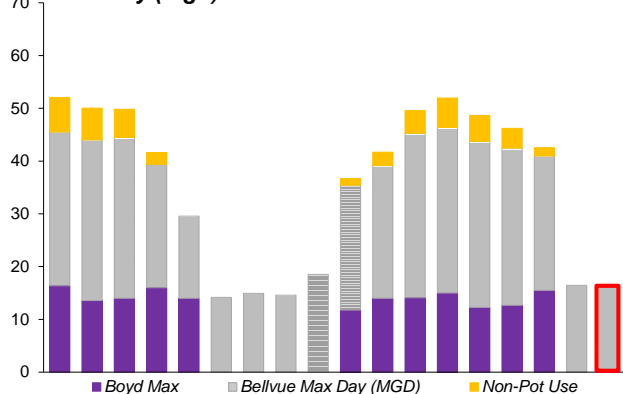
Water Treatment

Bellvue Water Treatment Plant operates year-round with a transmission capacity of 29.1 million gallons per day (mgd) (plant capacity is 32 to 35 mgd). Water sources include Poudre River direct flows, Colorado-Big Thompson (C-BT), Windy Gap, High Mountain Reservoirs, Laramie-Poudre Tunnel, and Water Supply and Storage. Average volume is 19,000 acre-feet a year (2000-2011). The plant was built in 1907, with its last treatment upgrade in 2009. Solar panels were added in 2014.

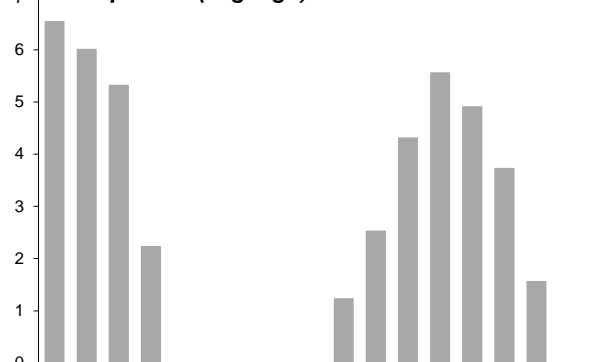
Boyd Water Treatment Plant operates normally from April to October with a plant capacity of 38 mgd (transmission capacity is 40 mgd). Water sources include Greeley-Loveland Irrigation Company, C-BT, and Windy Gap. Average Volume is 8,200 acre-feet (2000-2011). The current plant was built in 1974, with its last treatment upgrade in 1999. Solar panels were added at Boyd in 2014. In 2016, tube settlers and plate settlers were replaced in the sedimentation basins. In 2018, all old existing chemical lines were replaced with new lines and the piping was up-sized to carry more chemical. A PLC upgrade was done on the SCADA system. Sludge pumps were replaced and hooked into the Trac Vac system that pulls sludge out of the sedimentation basins.

Combined, Bellvue and Boyd can treat a maximum of 70-73 million gallons per day.

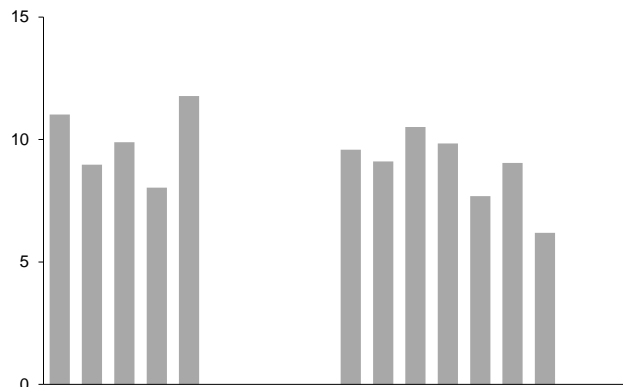
Max Day (mgd)



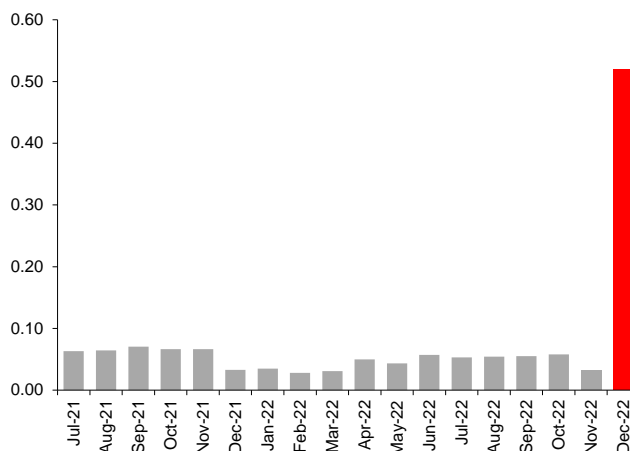
Non-potable (avg mgd)



Boyd WTP (avg mgd)



Turbidity of Finished Water (NTU*)

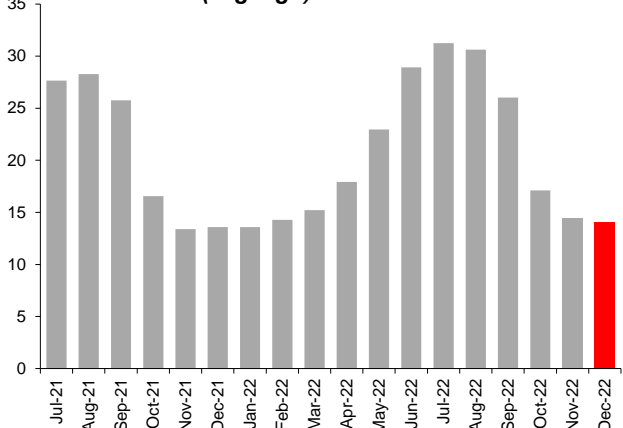


Starting May 2016 Bellvue turbidity measurements will use a new method resulting in more accurate readings.

*Turbidity limit: 95% of samples must be below 0.3 NTU.

Turbidity is the measure of relative clarity of a liquid. Clarity is important when producing drinking water for human consumption and in many manufacturing uses. Turbidity is measured in Nephelometric Turbidity Units (NTU).

Bellvue WTP (avg mgd)

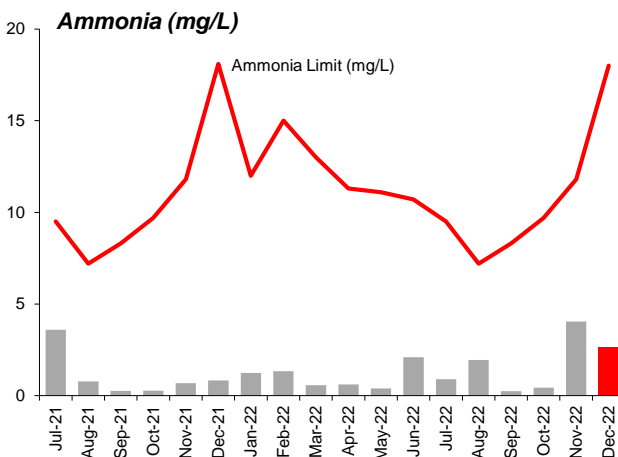
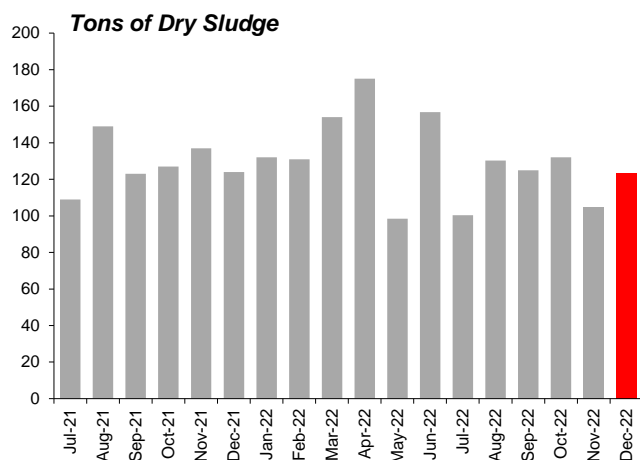
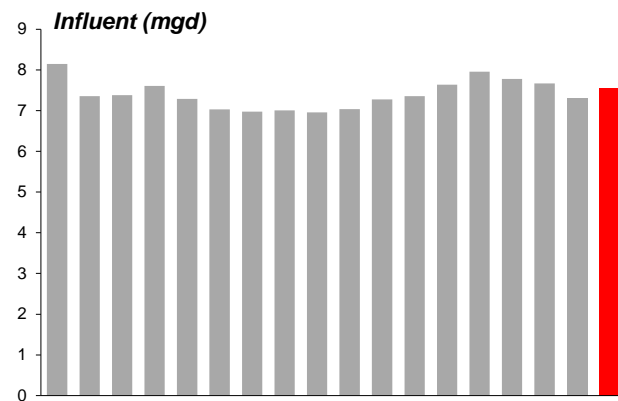
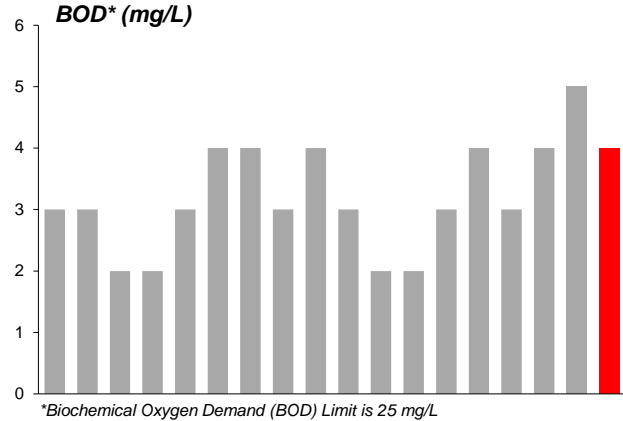
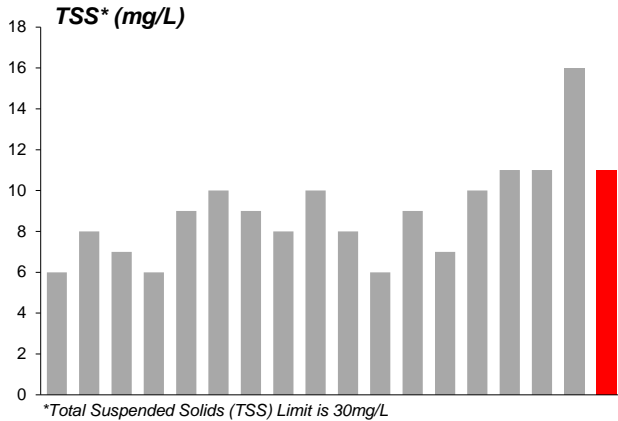


Wastewater Treatment

The Water Pollution Control Facility (WPCF) staff are dedicated environmental professionals who provide quality, safe and cost-effective wastewater treatment services for the citizens of Greeley. The WPCF treats wastewater to meet or exceed Environmental Protection Agency (EPA) and Colorado Department of Public Health & Environment requirements.

In 2011, the WPCF received an Xcel Energy Custom Efficiency Achievement Award for saving 2.78 million kWh and reducing CO2 emissions by 1,584 tons. In 2012, the WPCF received the Rocky Mountain Water Environment Association's (RMWEA) Sustainability Award for Colorado demonstrating excellence in programs that enhanced the principles of sustainability. A Certificate of Achievement from the Colorado Industrial Energy Challenge program managed through the Colorado Energy Office was received in the same year. In 2013, the plant received the City of Greeley's Environmental Stewardship Award for outstanding efforts to reduce energy (watts), conserve energy and water, reduce air and water pollution, and educate and encourage others to be environmental stewards. Also, in 2013, the plant was the recipient of a Bronze Award from the Colorado Environmental Leadership Program. In 2015, after having 5 years without a plant violation, the plant received the 2015 National Association of Clean Water Agencies (NACWA) Platinum Peak Performance award for the City of Greeley Water and Sewer Department.

Note: the red column indicates the current month.



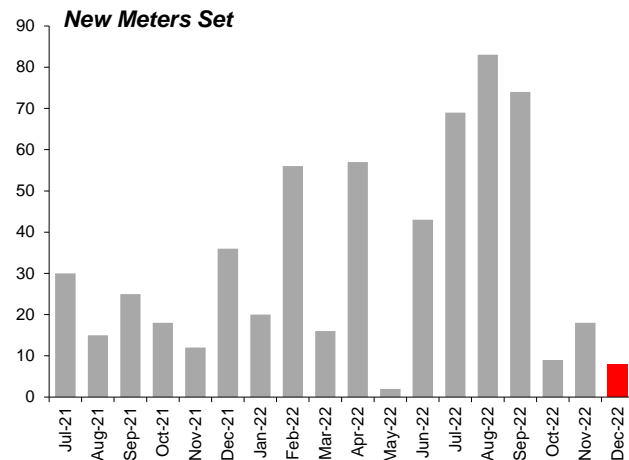
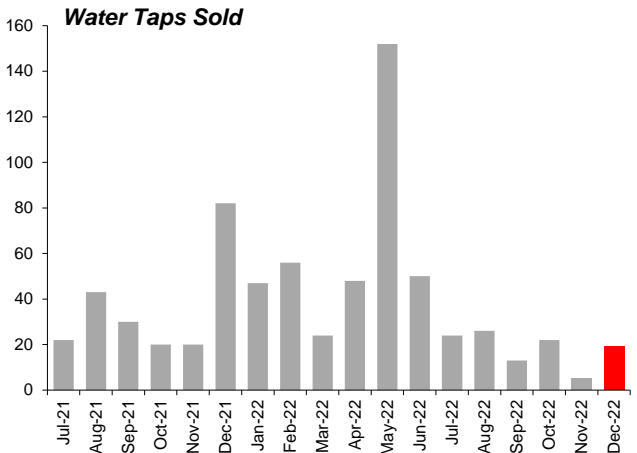
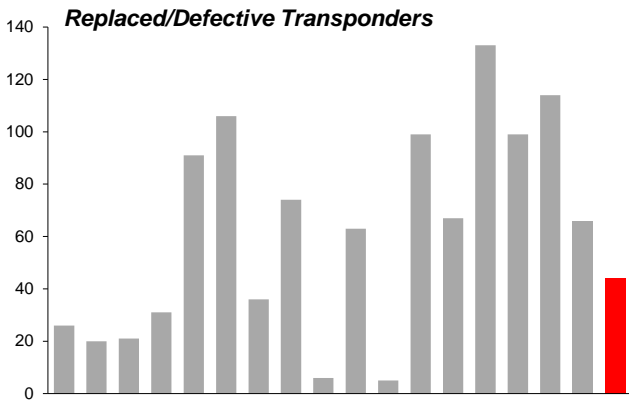
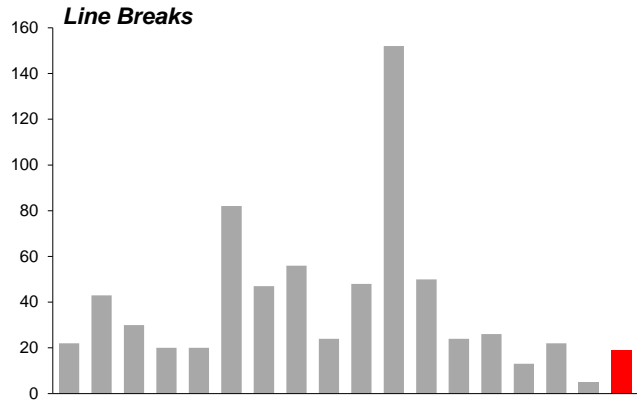
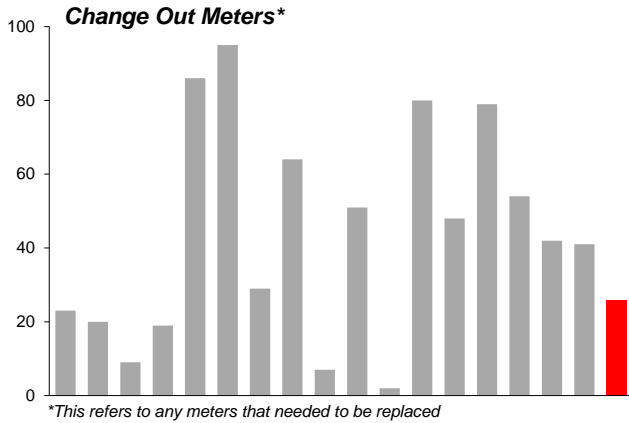
Water Distribution

The Greeley water distribution system consists of various sizes of pipes that generally follow the streets within the City. The distribution system serves residences and businesses in Greeley, Evans and Garden City, and the system is divided into four pressure zones.

There are 69.75 million gallons of potable water storage in Greeley. The water is stored within three covered reservoirs and one elevated tank; 23rd Avenue - 37.5 million gallons, Mosier Hill - 15 million gallons, and Gold Hill - 15 million gallons. The system also has 476 miles of pipeline, 24,233 water meters and 3,378 fire hydrants.

The water pipes in the distribution system vary in size from 4" to 36". Pipe material is steel, ductile iron, cast iron, or polyvinyl chloride. The age of the pipes varies from the 1890's to new installations.

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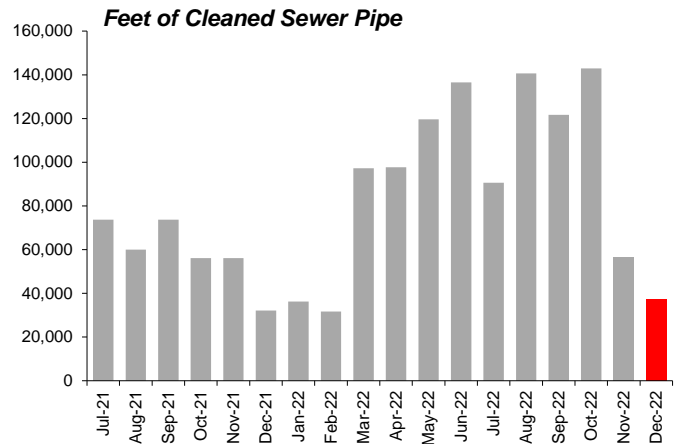
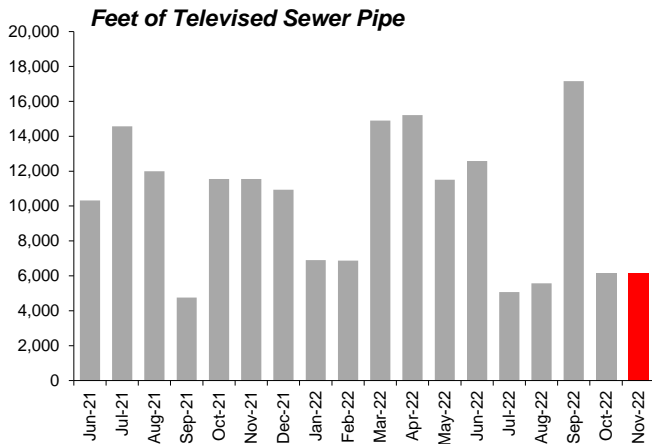
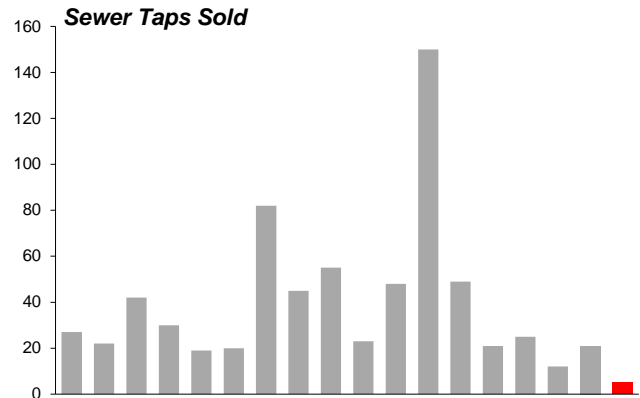
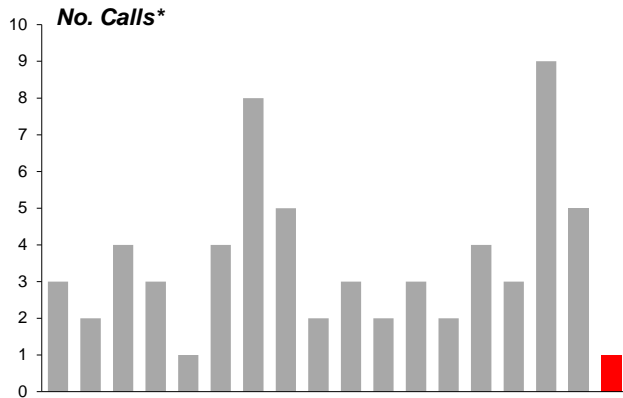
Wastewater Collection

The mission of the Wastewater Collection Division of the Water and Sewer Department is to protect community health by transporting wastewater away from homes and businesses. This includes respecting property values and public safety by reducing the frequency of blockages in the sanitary sewer lines.

A wide variety of work is performed including routine cleaning of sewer lines, inspection of sewer lines, maintenance of the sewage pumping stations, rehabilitation of the system and responding to emergencies.

The wastewater collection system dates back to 1889. At the end of 2017, the system had a total of 364.8 miles of line and 10 sewage pumping stations. The sewer service area is approximately 51 square miles. Over the last 10 years, the system has grown by 17 miles.

Note: the red column indicates the current month.

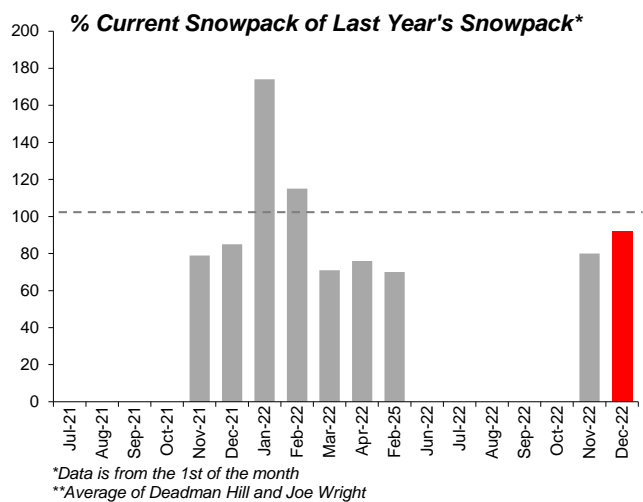
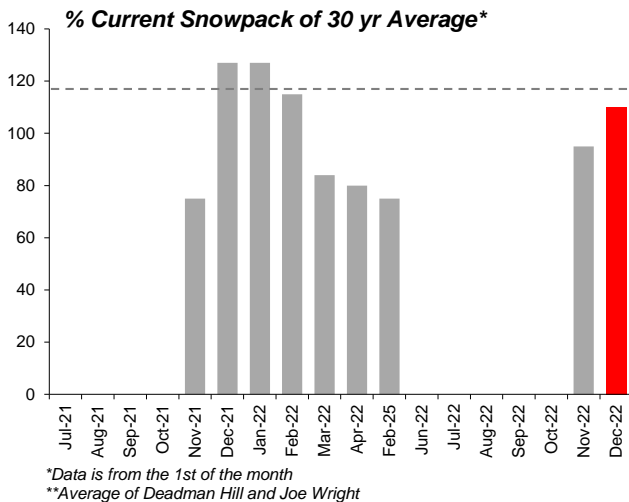
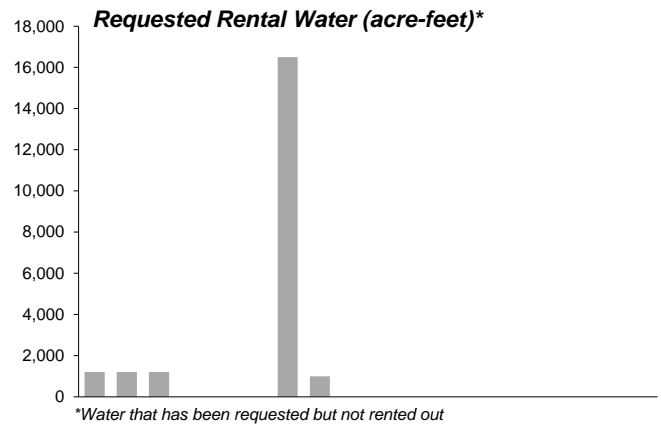
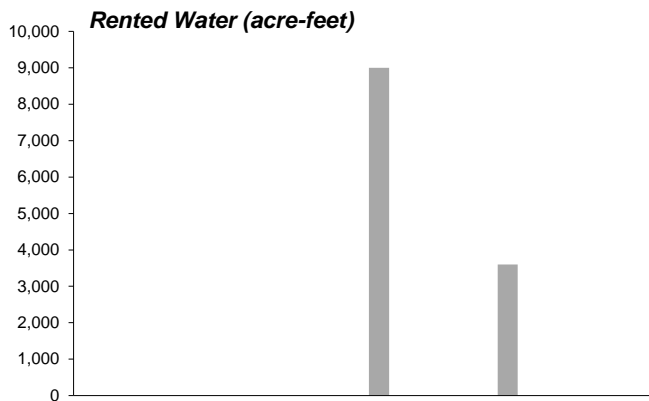
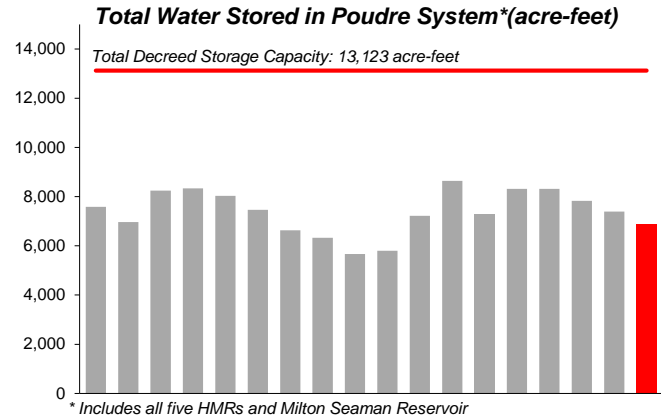
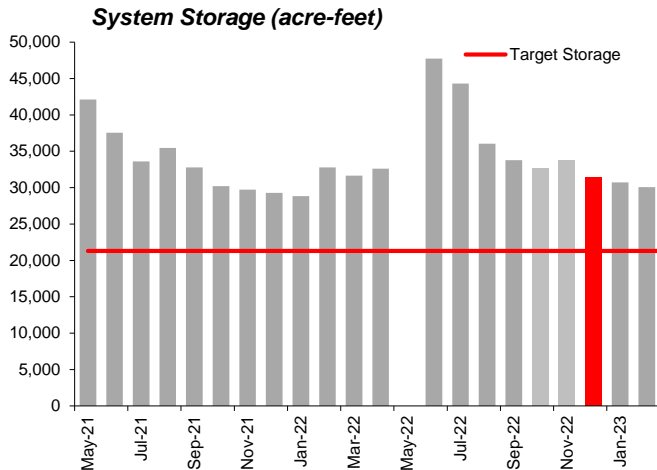


Water Resources

Greeley has numerous water rights in four river basins; the Upper Colorado River, Cache La Poudre, Big Thompson and Laramie River. The Water Resource staff must account for all of this water and comply with the rules of the Colorado Water Court and the State Engineer's Office which is in charge of allocating all of Colorado's water resources. Approximately one-third of the City's water supply comes from agricultural water rights. These water rights must be formally changed to municipal use by a special legal process through the Water Court. In this court, Water Resource staff and attorneys also defend the City's water rights against adverse claims from other parties.

Greeley's goal is to have enough water in carry-over storage to sustain Greeley through a 50-year critical drought. Water in excess of this carry-over drought supply can be leased to agriculture, both for revenue and to support our local agricultural community. Modeling has shown that, given existing population and demand factors, Greeley will have sufficient water for citizens, if at the beginning of the 6-year long, 50-year critical drought, there is 20,000 acre-feet in storage on April 1st of the following year.

Note: the red column indicates the current month.



Treated Water and Weather Data

January 2022 average temperature was 24.38°F, approximately 2.8°F cooler than average. February also brought colder temperatures averaging 25.23°F. In March the average temperature was 38.94°F, slightly cooler than the historical average. Temperatures began to rise in April, bringing the average temperature to 49°F, which is slightly higher than the historical average temperature of 47°F. May brought an average temperature of 56.93°F, almost exact to the historical average. The average temperature for June was 70°F slightly above the historical average. July's average temperature was 75.81°F which was 2.1° hotter than the historical average. At 77°F, August's average temperature was 7° hotter than the historical. September's average temperature was 65.9°F. The average temperature in October was 50.83°F, about 2° higher than the historical. The average temperature for November was 31.96°. December's average was 25.5°F on par with the historical average.

Greeley precipitation was 0.79 inches in January, which is slightly above average (0.43 inches). February had high precipitation at 0.93 inches. March brought 1.07 in of precipitation, setting Greeley 1.23 inches over the historical cumulative precipitation for March. Greeley has a very dry April with only 0.13 inches of precipitation bringing the cumulative precipitation 0.63 inches below average. May brought 2.44 inches of precipitation. Greeley only received 0.2 in of precip in June, ending the month significantly lower than the historical average. July was a fairly wet month for Greeley, bringing 2.25 inches of precipitation. August was a dry month this year, bringing only 0.41 inches of rain. In September, Greeley received 0.94 inches of precipitation. October had low precipitation with only 0.28 inches. November brought 0.63 in of

