

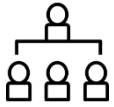
Water and Sewer Board

Regular Meeting

City Council Chambers – City Center South

1001 11th Avenue – Greeley, Colorado

February 15, 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

February 15, 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.](#) 2023 Water Conservation Score Cards
- [6.](#) Integrated Water Resource Plan (IWRP)
- [7.](#) Approval and Rate and Resolution Amendment
- [8.](#) Approval and Recommendation to City Council of Evans Treated Water Service IGA .
- [9.](#) Approval of Lowell Farm Property Agreement
- [10.](#) Legal Report
- [11.](#) Executive Session
 - Patterson Ditch & New Cache Irrigation Water Trade
- [12.](#) Director's Report
13. Such Other Business That May Be Brought Before the Board Added to This Agenda by Motion of the Board.
14. 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 January 20, 2023
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 (joined virtually), Tony Miller, Joseph Murphy, Manuel Sisneros, and Deputy City Manager Don Tripp (joined virtually)

Water and Sewer Department staff:

W&S Director Sean Chambers, Deputy Director Water Resources Ty Bereskie, Deputy Director of Utility Billing and Customer Service Erik Dial, Chief Engineer Adam Prior, Source Water Supply Manager Cole Gustafson, 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, Utility Billing Manager Yesenia Padilla and Water Resource Operations Manager Leah Hubbard

Legal Counsel:

Senior Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney II Dan Biwer and Counsel to Water & Sewer Board Attorney Jim Noble

Guests:

No guests attended

2. Approval of Minutes

Mr. Otis made a motion, seconded by Mr. Miller, to approve the December 14, 2022 Water and Sewer Board meeting minutes. The motion carried 7-0.

3. Approval of the Agenda

There were no changes to the agenda

4. Welcome New Employees and Promotions

Sean Chambers provided an introduction of new Water and Sewer Department employees starting this month as well as announced department promotions.

5. Tri-Annual Water Court Update

Leah Hubbard discussed that 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 four months of 2022, 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.

6. North Weld County Water District Customer Water Rate Policy

Erik Dial summarized the process to transfer water customers from North Weld County Water District to Greeley as defined in the 2013 Water Service Agreement and discussed a proposed water rate policy for those transferred customers who are not located within the city limits. After discussion between Board members and staff, the Board indicated that they supported the proposal and instructed staff to bring an amended Rate Resolution to the February Board meeting for consideration.

7. Integrated Water Resource Plan (IWRP)

Kelen Dowdy went into detail on the analysis of Terry Ranch integration and sustainable use. Results from the Greeley System Model (GSM) with Terry Ranch fully integrated were shared and discussed of how “sustainable use” will be defined. Consequently, results 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 was introduced and discussed. The tool will bring adaptability and data-driven decision-making front and center to our acquisition approach. Next steps 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.

Deputy City Manager Don Tripp joined the meeting virtually at 2:52 pm.

8. Approval Of Amendment to the IGA for Potable Water Interconnect

Adam Prior presented that 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.

Mr. Miller moved 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. Vice Chairman Todd seconded the motion. The motion carried 7 – 0.

9. Legal Report

James Noble of Welborn, Sullivan, Meck & Tooley stated that 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 for the New Cache Agricultural Pond 1. This application relates to a water right for a pond that is filled from the Ogilvy Ditch, and is within a reach of the Cache la Poudre River that is in Greeley's area of interest. Mr. Noble recommended filing a statement of opposition to this application to confirm the claims made in the application are justified and to protect Greeley's water rights from injury.

Mr. Miller moved 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. Mr. Murphy seconded the motion. The motion carried 7-0.

Sam Harshbarger and Yesenia Padilla, left the meeting at 3:17 pm
Gigi Allen and Crystal Sanchez left the meeting at 3:20 pm

10. Executive Session

Fred Otis recused himself from the Executive Session and left the meeting at 3:20 p.m.

Chairman Evans moved that the Board hold an executive session to address the following matters as provided by C.R.S. §24-6-402(4)(a), (b), and (e) and Greeley Municipal Code Sec. 2-151 (a) (1), and (5):

1. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding the right of first refusal agreement between Greeley and Longs Peak Dairy.

The motion was seconded by Vice Chairman Todd. The motion carried 6-0.

Present during Executive Session were:

Chairman Evans, Vice Chairman Todd, Manuel Sisneros, Tony Miller, Cheri Witt-Brown (virtual), Joe Murphy, Director Sean Chambers, Deputy Director of Water Resources Ty Bereskie, Deputy City Manager Don Tripp (virtual), Source Water Supply Manager Cole Gustafson, Deputy Director of Utility Billing and Customer Service Erik Dial, Communication Specialist II Cory Channell, Water Resource Operations Manager Leah Hubbard, Water Resource Planning Manager Kelen Dowdy, Senior Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney II Dan Biwer and Counsel to Water & Sewer Board Attorney Jim Noble

This executive session is authorized by Subsection(s) (a) and (e) of Section 24-6-402(4) of the Colorado Revised Statutes, and Subsection(s) (1) and (5) of Section 2-151 (a) of the Greeley Municipal Code.

Executive Session ended at 3:58 pm

Gigi Allen and Crystal Sanchez rejoined the meeting at 4:00 pm

11. Director's Report

Sean Chambers provided 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

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

No other business was brought before the Board

16. Adjournment

Chairman Evans adjourned the meeting at 4:13 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: **Kevin Bethel** – Mechanic IV
 Jennifer Dominquez – Finance Service Specialist II
 Beatriz Alvarado – Finance Service Specialist II
 Gigi Allen – Office Manager

Promotions/Transfers: **Nick Drury** – Water Plant Operator B Transferred from Boyd WTP to Bellvue WTP
 Perla Rodriguez – Utility Billing Supervisor

Recommended Action: Information only

Attachments: None

Water & Sewer Agenda Summary

Date: January 20, 2023

Key Staff Contact: Dena Egenhoff, Water Conservation Manager

Title:

Water Conservation 2023 Score Cards

Summary:

The 2022 Water Efficiency Plan (WEP) implemented a triple bottom line approach that centered water efficiency around a sustainable water future. The three categories for water sustainability are community, prosperity, and water conservation management. To track progress and provide accountability and transparency, annual score cards were created.

Staff will summarize the annual score card process and discuss the 2023 score cards.

Recommended Action:

For information and discussion. No action needed.

Attachments:

Power Point
2023 Score Cards

Water Conservation 2023 Score Cards

Dena Egenhoff
Water Conservation Manager

Input Driven Programs



SURVEY

- Input from 2022 survey data (720 responses)



WEP

- Public input for Water Efficiency Plan



Triple Bottom Line

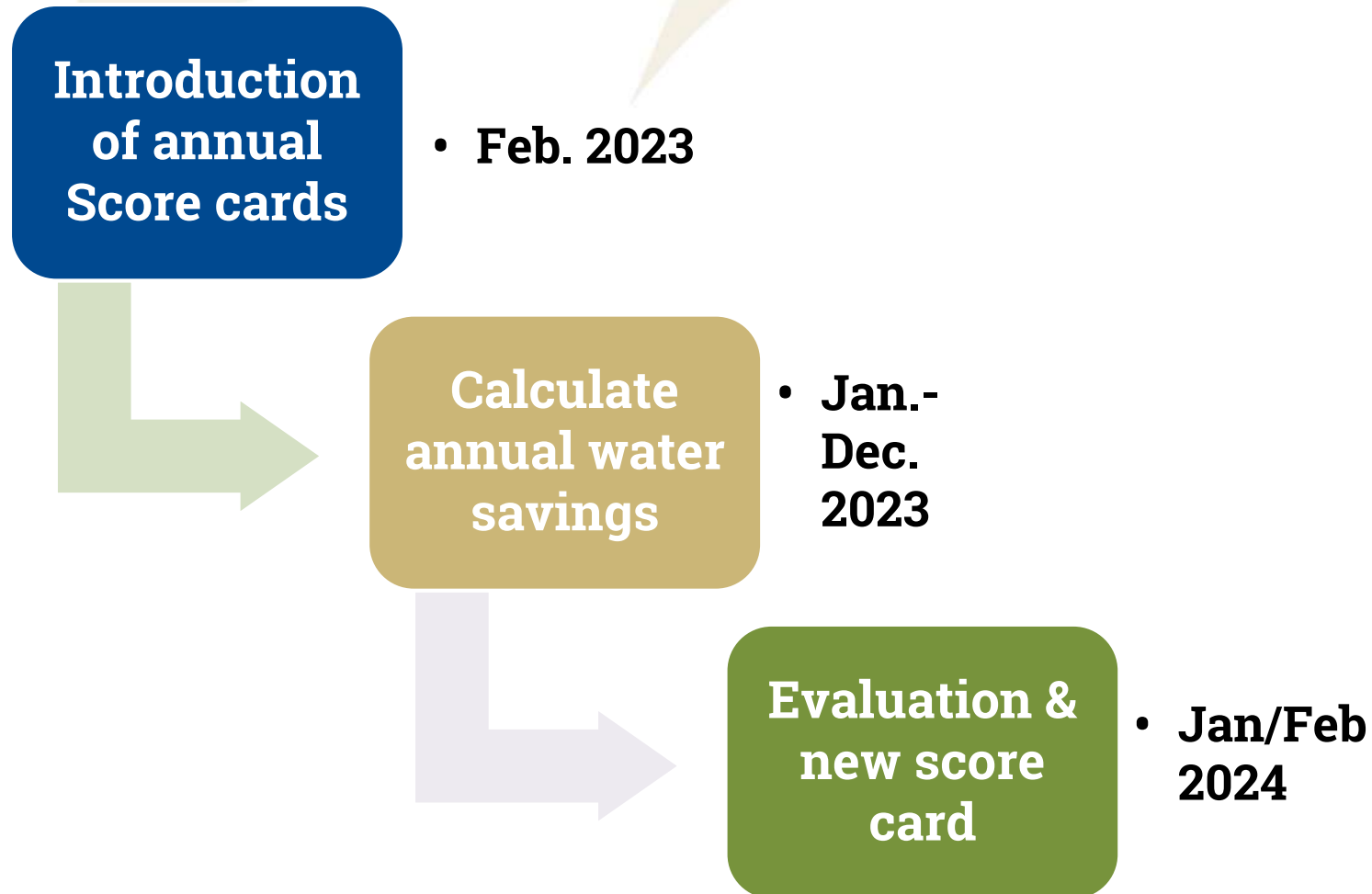
- 7-year score card
- Community
- Prosperity
- Management

Goals of Score Cards

- **Guide and track performances**
- **Methods for accountability and transparency**
- **Focus on tasks**
- **Annual goals**



Annual Score Card Steps



Triple Bottom Line



- 1. Community**
- 2. Prosperity**
- 3. Water Conservation Management**

2023 Score Card- Community, Prosperity and Water Conservation Management

COMMUNITY- 2023	
PROGRAM	Key Performance Indicators
EDUCATION- LECTURES SERIES (WEBINARS), PRESENTATIONS, AND TOURS	<ul style="list-style-type: none"> Provide education and tour for City staff to increase awareness of water and conservation issues. Incorporate a feedback mechanism Work to partner with planned events/ workshops. Utilize marketing strategies to increase participation Include translations opportunities in materials and presentations.
EDUCATION-TEACHER TRAINING	
ONLINE WATER EFFICIENCY TOOLS	
TECHNOLOGY AND INNOVATION	
STRATEGIC MARKETING PLAN	
COLLABORATION	

PROSPERITY-2023	
PROGRAM	Key Performance Indicators
REBATES AND INCENTIVES	<ul style="list-style-type: none"> Spatial analysis of rebate distribution Annually review of rebate program including alignment with state and federal standards, industry changes and data-driven decision on rebate performance. Align opportunities with rebates given by other organizations Annual review of return on investment and water saving calculations. Monitor programs effectiveness. Streamline rebate application and processing Develop pilot programs to increase equity within rebates and incentives
ADVANCED METERING INFRASTRUCTURE (AMI) OPTIMIZATION	
LEAK DETECTION	
ENFORCEMENT	
INCOME QUALIFIED	

WATER CONSERVATION MANAGEMENT-2023	
PROGRAM	Key Performance Indicators
ORGANIZATIONAL COLLABORATION	<ul style="list-style-type: none"> Alignment with internal City partnerships for water savings Work with Forestry on their management strategies Leverage the Water budget for all customer classes targeting outdoor water use Promoting water wise landscapes and demonstration garden areas. Maintenance of the Landscape and Irrigation Criteria Survey landscapes to have a pulse on landscape health
LAND USE	
WATER CONSERVATION DEVELOPMENT	<ul style="list-style-type: none"> Align performance goals with annual scorecard Provide training and leadership opportunities for staff Staff certification relevant to the program (QWEL, CLIA, SLM etc.) Focus on safety programs Improve efficiency through cross-training, documenting operations and procedures, increase internal mobility and ensure collaboration.
FINANCIAL RESOURCES AND BUDGET	<ul style="list-style-type: none"> Submit Conservation Budget by February 2023 Track Budget and return on investment for each project/ program Leverage resource through grants and other funding opportunities.
REPORTING	<ul style="list-style-type: none"> Complete the following reports: <ul style="list-style-type: none"> HB1053 Department of Bureau WaterSmart Grants Align data analyses. Track <ul style="list-style-type: none"> Drought Emergency Plan reserve Rebates/Incentives Development plan reviews
WATER LOSS	<ul style="list-style-type: none"> Internal collaboration to reduce water loss Incorporate leak notifications through customer service business processes.
FACILITY MAINTENANCE	<ul style="list-style-type: none"> Maintenance of two demonstration gardens including weeding, irrigation system repair, pruning and plant care Create maintenance plan Conduct inventory

Next Steps

- **Public input at Board meetings**
- **Board input on annual score cards**
- **Continuous outreach**



Questions?



COMMUNITY- 2023

PROGRAM	Key Performance Indicators
EDUCATION- LECTURES SERIES (WEBINARS), PRESENTATIONS, AND TOURS	<ul style="list-style-type: none"> ▪ Provide education and tour for City staff to increase awareness of water and conservation issues ▪ Incorporate a feedback mechanism ▪ Work to partner with planned events/ workshops ▪ Utilize marketing strategies to increase participation ▪ Include translations opportunities in materials and presentations. ▪ Develop a method for summer demonstration garden tours
EDUCATION-TEACHER TRAINING	<ul style="list-style-type: none"> ▪ Provide teachers credits for water and conservation issues for local teachers. ▪ Correlate material within lesson plans towards water resources ▪ Evaluate opportunities for middle school/high school expansion
ONLINE WATER EFFICIENCY TOOLS	<ul style="list-style-type: none"> ▪ Support the website reorganization effort ▪ Streamline and correct the website form and function ▪ Develop and utilize latest technology to increase efficiencies and easy for public interaction ▪ Implement online resources
TECHNOLOGY AND INNOVATION	<ul style="list-style-type: none"> ▪ Explore and address equity issues within programs ▪ Develop a survey strategy for more engagement and create a clear pathway to water conservation programs ▪ Maximum use of technology and innovation to streamlines processes and data-based information to construct an effective outreach strategy ▪ Implement GIS tools to support water conservation processes
STRATEGIC MARKETING PLAN	<ul style="list-style-type: none"> ▪ Create quarterly plans to support objectives of the water conservation program related to marketing strategies ▪ Quarterly reports on progress on all strategic briefs including budget allocations will be created ▪ Marketing will be coordinated with other city PR strategies for better alignment
COLLABORATION	<ul style="list-style-type: none"> ▪ Leverage community and professional partnerships on water conservation projects ▪ Outreach to community businesses, non-profits, irrigation and landscape industries, etc. to create partnerships and methods for water savings

PROSPERITY-2023

PROGRAM	Key Performance Indicators
REBATES AND INCENTIVES	<ul style="list-style-type: none"> ▪ Spatial analysis of rebate and audit distribution ▪ Annually review of rebate program including alignment with state and federal standards, industry changes and data-driven decision on rebate performance. ▪ Align opportunities with rebates given by other organizations ▪ Annual review of return on investment and water saving calculations. Monitor programs effectiveness. ▪ Streamline rebate application and processing ▪ Develop pilot programs to increase equity within rebates and incentives ▪ Maintain alignment with City and Water Division goals
ADVANCED METERING INFRASTRUCTURE (AMI) OPTIMIZATION	<ul style="list-style-type: none"> ▪ Market increased participation with WaterSmart with emphasis on threshold setting and alerts ▪ Utilization of spatial data paired with other dataset to detect patterns in water budgets, rebates/incentives utilization, irrigation practices etc. to improve water conservation programs ▪ Configure data storage system for AMI data.
LEAK DETECTION	<ul style="list-style-type: none"> ▪ Continue to identify continuous flow and send out letters and calls and work in collaboration with customer service ▪ Spatial tracking of continuous flow ▪ Quantify water saved through leak notifications.
ENFORCEMENT	<ul style="list-style-type: none"> ▪ Align messaging to provide educational opportunities on watering restrictions ▪ Focus on Landscape and Irrigation Criteria and lawn variances ▪ Develop policies and tracking methods for drought emergency plan, Landscape and Irrigation Criteria, and lawn variances. ▪ Regional message opportunities whenever possible
INCOME QUALIFIED	<ul style="list-style-type: none"> ▪ Ensure social equality for Water Conservation Programs and projects ▪ Enhance opportunities to serve all community members ▪ Explore methods to engage all sectors of the community and embrace diversity ▪ Develop a land use pilot program

WATER CONSERVATION MANAGEMENT-2023

PROGRAM	Key Performance Indicators
ORGANIZATIONAL COLLABORATION	<ul style="list-style-type: none"> ▪ Alignment with internal City partnerships for water savings ▪ Work with Forestry on their management strategies
LAND USE	<ul style="list-style-type: none"> ▪ Leverage the Water Budget for all customer classes targeting outdoor water use ▪ Promoting waterwise landscapes and demonstration garden areas ▪ Maintenance of the Landscape and Irrigation Criteria ▪ Survey landscapes to have a pulse on landscape health
WATER CONSERVATION DEVELOPMENT	<ul style="list-style-type: none"> ▪ Align performance goals with annual scorecard ▪ Provide training and leadership opportunities for staff ▪ Staff certification relevant to the program (QWEL, CLIA, SLM etc.) ▪ Focus on safety programs ▪ Improve efficiency through cross-training, documenting operations and procedures, increase internal mobility and ensure collaboration
FINANCIAL RESOURCES AND BUDGET	<ul style="list-style-type: none"> ▪ Submit Conservation Budget by March/April 2023 ▪ Track Budget and return on investment for each project/ program ▪ Leverage resource through grants and other funding opportunities
REPORTING	<ul style="list-style-type: none"> ▪ Complete the following reports: <ul style="list-style-type: none"> - HB1051 - Department of Bureau Reclamation WaterSmart Grants ▪ Align data analyses ▪ Track <ul style="list-style-type: none"> - Drought Emergency Plan reserve - Rebates/incentives ▪ Development plan reviews per the new Section 6 Criteria
WATER LOSS	<ul style="list-style-type: none"> ▪ Internal collaboration to reduce water loss ▪ Incorporate leak notifications through customer service business processes
FACILITY MAINTENANCE	<ul style="list-style-type: none"> ▪ Maintenance of two demonstration gardens including weeding, irrigation system repair, pruning and plant care ▪ Create maintenance plan ▪ Conduct inventory

Water & Sewer Agenda Summary

Date: January 20, 2023

Key Staff Contact: Kelen Dowdy, Water Resource Planning Manager

Title:

Integrated Water Resource Plan Update: Planning Scenario Results

Summary:

Building off of the January, 2023 board meeting presentation, this presentation will go into detail the results for the timing and integration of Terry Ranch when Planning Scenarios are applied. Refined planning scenarios will be presented including polished scenario names, climate futures, and Colorado river risks. Results from model runs that apply varied water supply system risks, climate, demand, and Colorado River risks to Terry Ranch timing and integration horizons are discussed. Importantly, findings from the results will be applied to necessary adaptive planning strategies and outcomes.

Recommended Action:

For information and discussion. No action needed.

Attachments:



Integrated Water Resource Plan

Water and Sewer Board Update

February 15, 2023



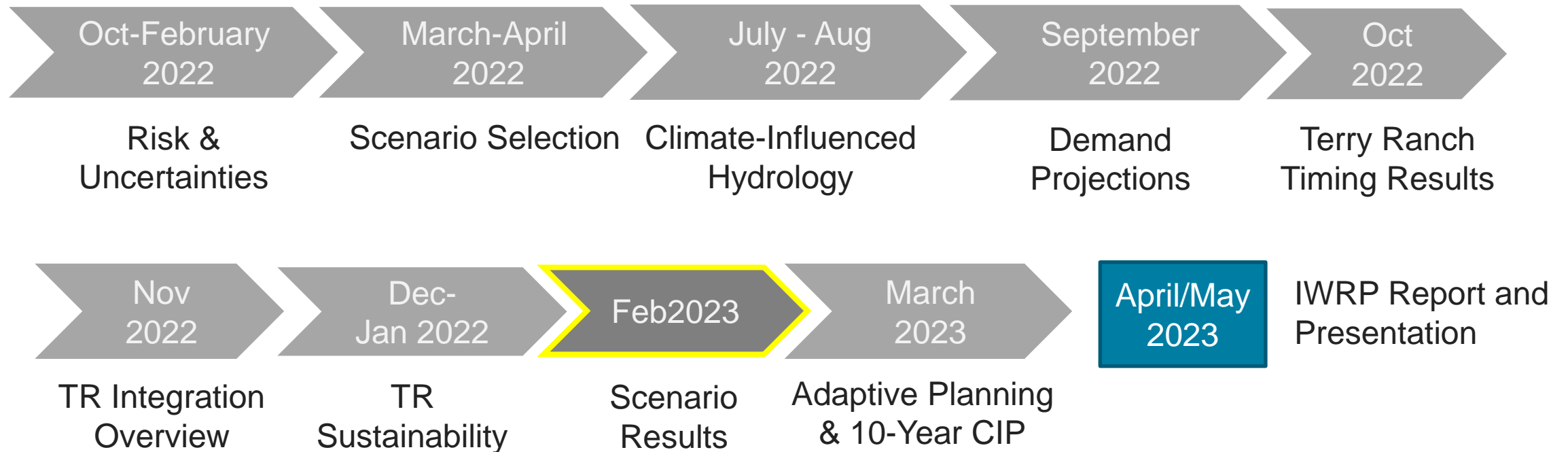


IWRP Vision Statement

“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.”

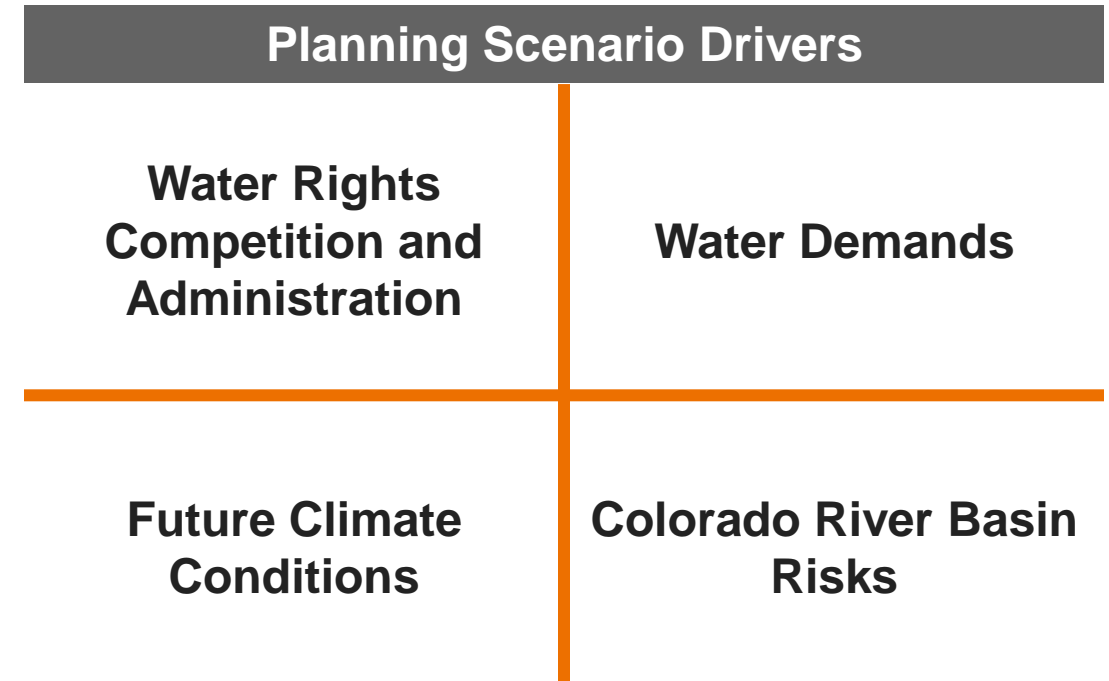


IWRP Timeline



IWRP Planning Scenario Review

- Incorporate uncertainty
- Define how key drivers of uncertainty may vary in the future
- Develop Planning Scenarios that narratively connect drivers of uncertainty



Initial Planning Scenarios

Planning Scenario Name	Water Supply System	Climate	Demands	Risks
High Bookend	Reduced Yields	Hot and Dry	High Bookend	CO Basin Reductions Increased Wildfires Increased Evaporation Regional water issues
Median	Reduced Yields	Warm	Median	CO Basin Reductions Increased Wildfires Increased Evaporation
Mix and Match	Reduced Yields	Hot and Wet	Median w/Decreased Per Capita Use	CO Basin Reductions Increased Wildfires Regional water issues
Low Bookend	Expected Yields	Warm and Wet	Low Bookend	CO Basin Reductions
No Climate Change	Expected Yields	No Change	Median w/Decreased Per Capita Use	CO Basin Reductions

Refined Planning Scenarios

Planning Scenario Name	Water Supply System	Climate	Demands	CO River Basin Risks
Unbearable	Reduced Yields	Hot	High Bookend	5-Year 25% Yield Reduction 1-year Outage Chronic 10% Yield Reduction
Stressed	Reduced Yields	Hot	Median	5-Year 25% Yield Reduction 1-year Outage
Continued Trends	Reduced Yields	Warm	Median w/Decreased Per Capita Use	5-Year 25% Yield Reduction 1-year Outage
Optimistic	Expected Yields	Warm	Low Bookend	2-year 25% Yield Reduction
No Climate Change	Expected Yields	No Change	Median w/Decreased Per Capita Use	2-year 25% Yield Reduction

Refined Planning Scenarios

Significant uncertainty in potential long-term precipitation changes and their impacts to hydrology and water rights.

Planning Scenario Name	Water Supply System	Climate	Demands	CO River Basin Risks
Unbearable	Reduced Yields	Hot	High Bookend	5-Year 25% Yield Reduction 1-year Outage Chronic 10% Yield Reduction
Stressed	Reduced Yields	Hot	Median	5-Year 25% Yield Reduction 1-year Outage
Continued Trends	Reduced Yields	Warm	Median w/Decreased Per Capita Use	5-Year 25% Yield Reduction 1-year Outage
Optimistic	Expected Yields	Warm	Low Bookend	2-year 25% Yield Reduction
No Climate Change	Expected Yields	No Change	Median w/Decreased Per Capita Use	2-year 25% Yield Reduction

Refined Planning Scenarios

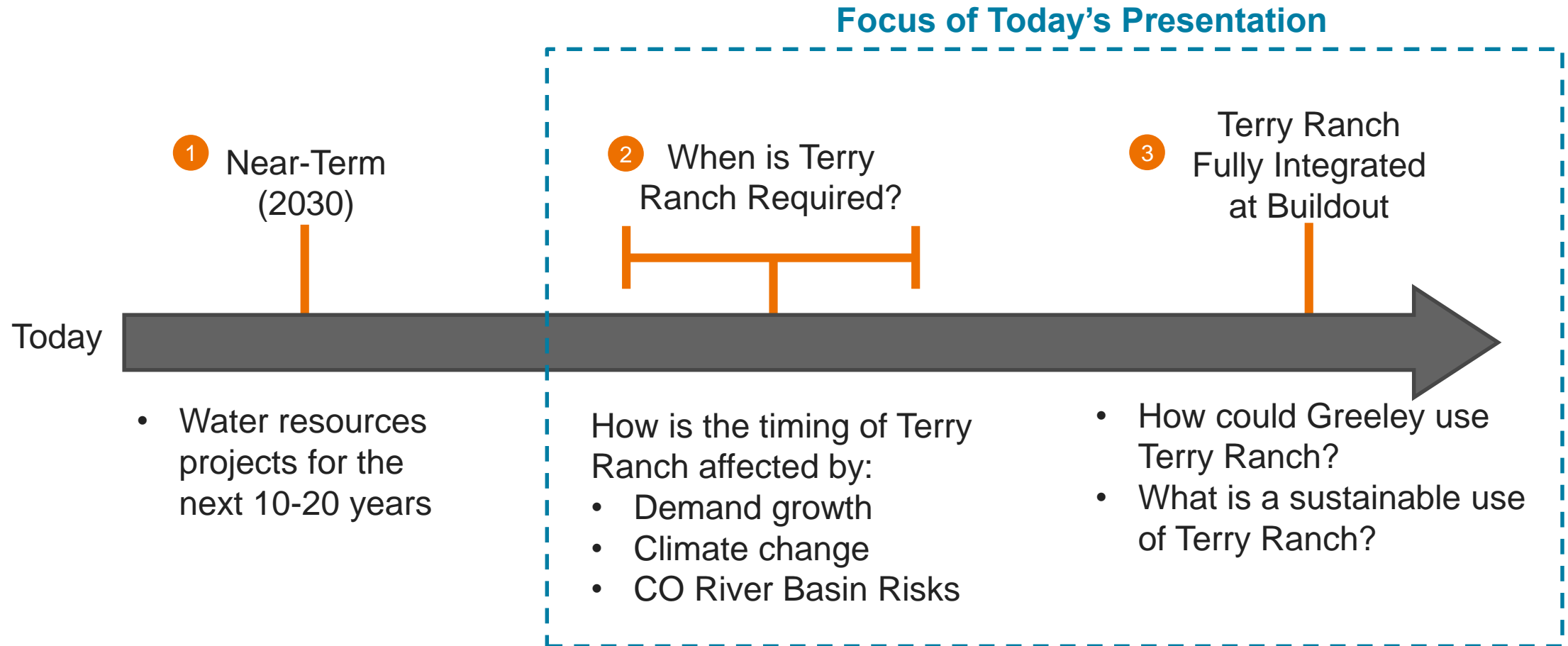
Focus on CO River Basin risks that have high potential for impacts to Greeley and that are not captured elsewhere in Scenario development.

Planning Scenario Name	Water Supply System	Climate	Demands	CO River Basin Risks
Unbearable	Reduced Yields	Hot	High Bookend	5-Year 25% Yield Reduction 1-year Outage Chronic 10% Yield Reduction
Stressed	Reduced Yields	Hot	Median	5-Year 25% Yield Reduction 1-year Outage
Continued Trends	Reduced Yields	Warm	Median w/Decreased Per Capita Use	5-Year 25% Yield Reduction 1-year Outage
Optimistic	Expected Yields	Warm	Low Bookend	2-year 25% Yield Reduction
No Climate Change	Expected Yields	No Change	Median w/Decreased Per Capita Use	2-year 25% Yield Reduction

Planning Scenarios

Planning Scenario	Description
Unbearable	Greeley's future demands have tracked with the most impactful future conditions: population has grown according to the highest forecast, climate has warmed rapidly, and impacts to Greeley's East Slope water rights and Colorado River supplies are the most severe.
Stressed	A rapidly warming climate and faster-than-expected population growth within established water providers such as Greeley exacerbates water availability issues. Greeley's water supply system must meet this increased demand amongst significant yield impacts.
Continued Trends	Recent trends in per capita water use, climate change, Colorado River basin issues, and competition for water rights continue.
Optimistic	Greeley's water supply system is less stressed than anticipated due to a combination of improved water conservation savings, diminished climate change impacts, and advantageous water rights yields.
No Climate Change	Without climate change, Greeley's water supply system would be less stressed and require less additional water resources.

Planning Horizons



The IWRP Adaptive Plan

- Defines actions for Greeley after completion of the IWRP to continue prudent planning
 - Extends benefit of IWRP beyond completion
- Consists of indicators to monitor, trigger points and corresponding actions (e.g. Terry Ranch implementation), and schedule of activities
 - Per capita demands, water right change case outcomes, annual demands
 - Annual report, quarterly updates, etc.
- Adaptive Plan is developed using outcomes and conclusions from the IWRP



Planning Scenario Results: Terry Ranch Integration and Timing

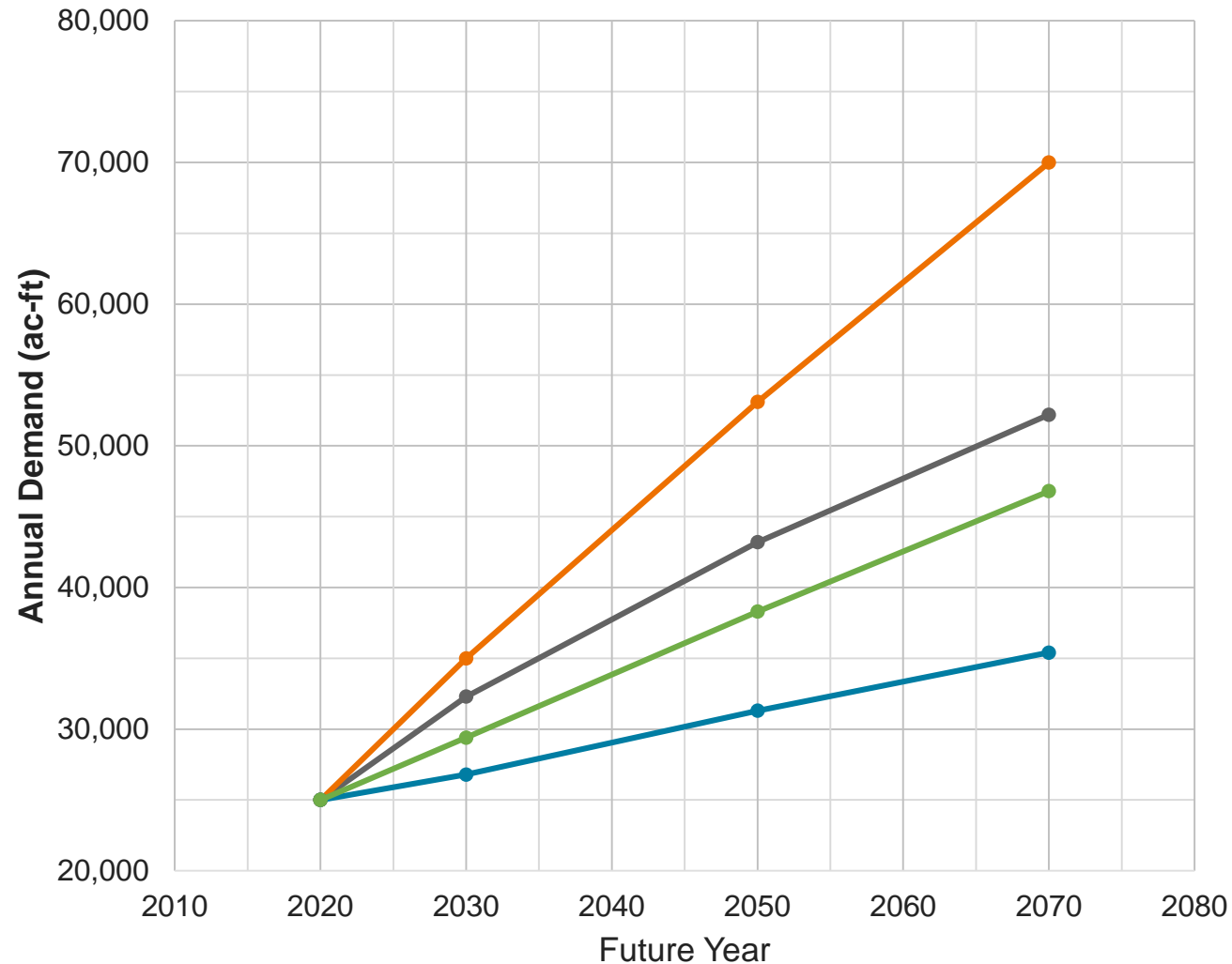
Planning Scenarios

Planning Scenario	Description
Unbearable	Greeley's future demands have tracked with the most impactful future conditions: population has grown according to the highest forecast, climate has warmed rapidly, and impacts to Greeley's East Slope water rights and Colorado River supplies are the most severe.
Stressed	A rapidly warming climate and faster-than-expected population growth within established water providers such as Greeley exacerbates water availability issues. Greeley's water supply system must meet this increased demand amongst significant yield impacts.
Continued Trends	Recent trends in per capita water use, climate change, Colorado River basin issues, and competition for water rights continue.
Optimistic	Greeley's water supply system is less stressed than anticipated due to a combination of improved water conservation savings, diminished climate change impacts, and advantageous water rights yields.
No Climate Change	Without climate change, Greeley's water supply system would be less stressed and require less additional water resources.

TR Integration Planning Horizon

Planning Scenario Name	Water Supply System	Climate	Demands (Potable and Non-Potable)	Risks
Unbearable	10% Reduced Yields	+8F Warmer	70,000 af (2070 High Bookend)	High CO Basin Impacts
Stressed	10% Reduced Yields	+8F Warmer	57,100 af	Med. CO Basin Impacts
Continued Trends	10% Reduced Yields	+5F Warmer	46,800 af (2070 Median w/Decreased Per Capita Use)	Med. CO Basin Impacts
Optimistic	No Yield Change	+2F Warmer	46,800 af (2070 Median w/Decreased Per Capita Use)	Low CO Basin Impacts
No Climate Change	No Yield Change	No Change	57,100 af	Low CO Basin Impacts

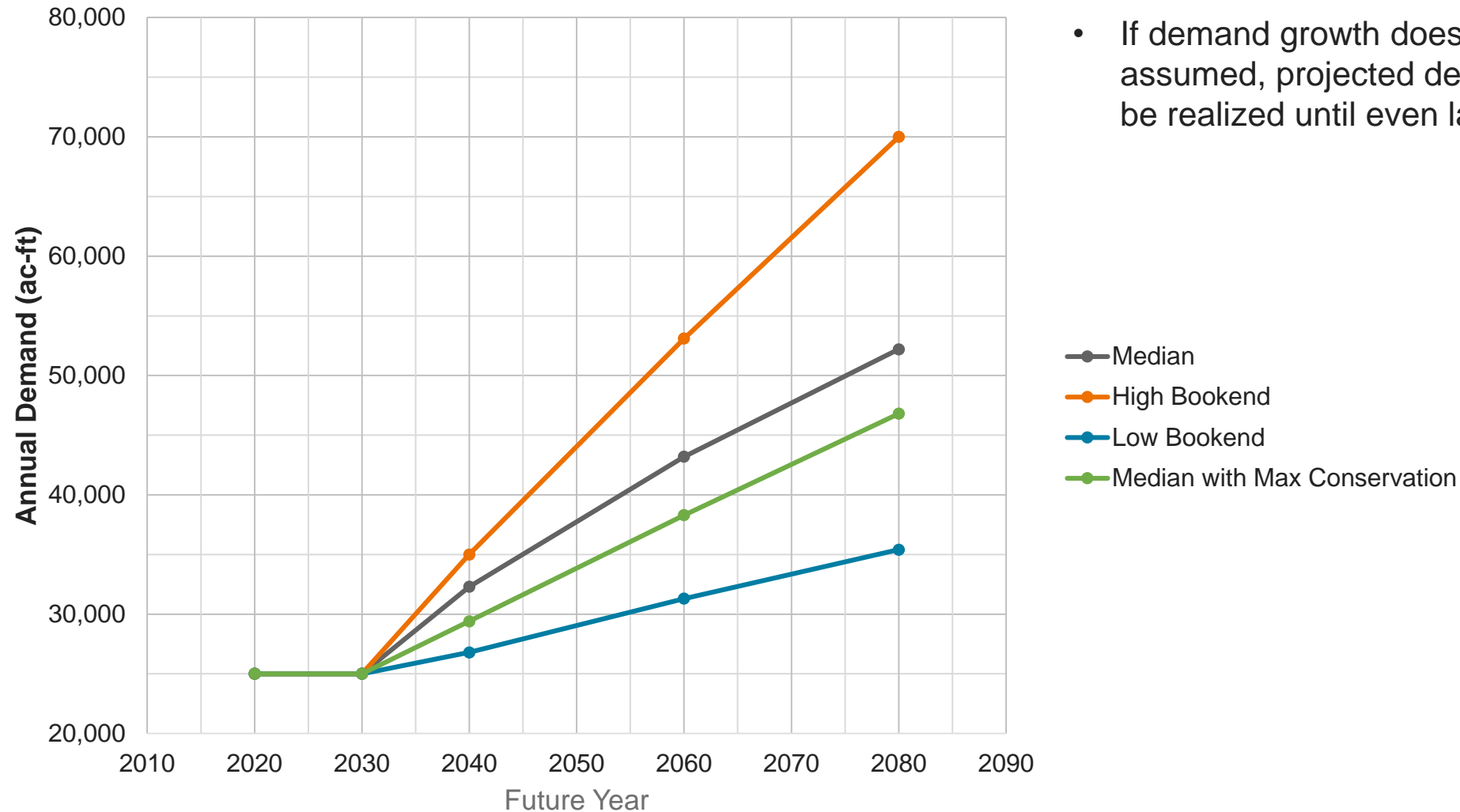
Future Demand Uncertainty



- Current 2070 projects have a range of 35,000 af. That's 10,000 af more than Greeley's current demands!
- A demand of 45,000 af could be realized between 2040 (20 years) to 2120 (100 years!)

— Median
— High Bookend
— Low Bookend
— Median with Max Conservation

Future Demand Uncertainty



- If demand growth does not occur as assumed, projected demands may not be realized until even later

Terry Ranch Integration Results

Planning Scenario	Additional Water Resources	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta	Remaining Legal Aquifer Percent
Unbearable	Retiming Storage + High Water Acquisitions	100%	10,800 af	100 af	-925,000 af	23%
Stressed	Retiming Storage + High Water Acquisitions	64%	8,100 af	1,600 af	-563,000 af	53%

Adaptive Planning Consideration:

- Greeley's water supply system is vulnerable to significantly warmer climates. If climate warming is tracking with a possible 8°F future, Greeley may need to consider additional long-term solutions.

Preliminary Model Results Subject to Change

Terry Ranch Integration Results

Planning Scenario	Additional Water Resources	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta	Remaining Legal Aquifer Percent
<div>Adaptive Planning Consideration:<ul style="list-style-type: none">Additional water rights and Terry Ranch retiming storage could help mitigate uncertain demand growth and impacts to yield from climate change.</div>						
Continued Trends	Retiming Storage + High Water Rights	35%	4,800 af	3,600 af	-107,000 af	91%
Optimistic	None	12%	2,500 af	4,400 af	156,000 af	113%
No Climate Change	Retiming Storage + Some Water Rights	36%	4,000 af	2,100 af	-162,000 af	86%

Terry Ranch Integration Results

Preliminary Model Results Subject to Change

Planning Scenario	Additional Water Resources	% of Years with Drought Response	Average Annual Terry Ranch Extraction	Average Annual Terry Ranch Injection	Terry Ranch Long-Term Delta	Remaining Legal Aquifer Percent
Unbearable	Retiming Storage + High Water Acquisitions	100%	10,800 af	100 af	-925,000 af	23%
Stressed	Retiming Storage + High Water Acquisitions	64%	8,100 af	1,600 af	-563,000 af	53%
Continued Trends	Retiming Storage + High Water Rights	35%	4,800 af	3,600 af	-107,000 af	91%
Optimistic	None	12%	2,500 af	4,400 af	156,000 af	113%
No Climate Change	Retiming Storage + Some Water Rights	36%	4,000 af	2,100 af	-162,000 af	86%

Terry Ranch Integration Conclusions

- Terry Ranch is a sustainable water supply source for Greeley under most Planning Scenarios with some additional water resources.
 - Include further evaluation of retiming storage and water rights in CIP
- If the climate warms rapidly (8°F by 2070), impacts to yield may require Greeley to consider additional long-term solutions.
 - Monitor yield impact trends as part of Adaptive Plan
- Demand growth and impacts to yields from climate change will drive what additional water resources Greeley needs.
 - Incorporate these indicators into Adaptive Plan

Terry Ranch Timing Analysis

- Simulate Planning Scenarios under range of Greeley demands
- Determine maximum demand that can be met while meeting planning performance criteria:
 - Meet 100% of Indoor Demands
 - Drought Restrictions No More than 20% of Years
 - Stage 3 Drought Restrictions No More than 10% of Years
- Use Adaptive Plan to identify triggers for Terry Ranch implementation

TR Timing Planning Horizon

Planning Scenario Name	Water Supply System	Climate	Risks
Unbearable	10% Reduced Yields	+5F Warmer	High CO Basin Impacts
Stressed	10% Reduced Yields	+5F Warmer	Med. CO Basin Impacts
Continued Trends	10% Reduced Yields	+2F Warmer	Med. CO Basin Impacts
Optimistic	No Yield Change	+2F Warmer	Low CO Basin Impacts
No Climate Change	No Yield Change	No Change	Low CO Basin Impacts

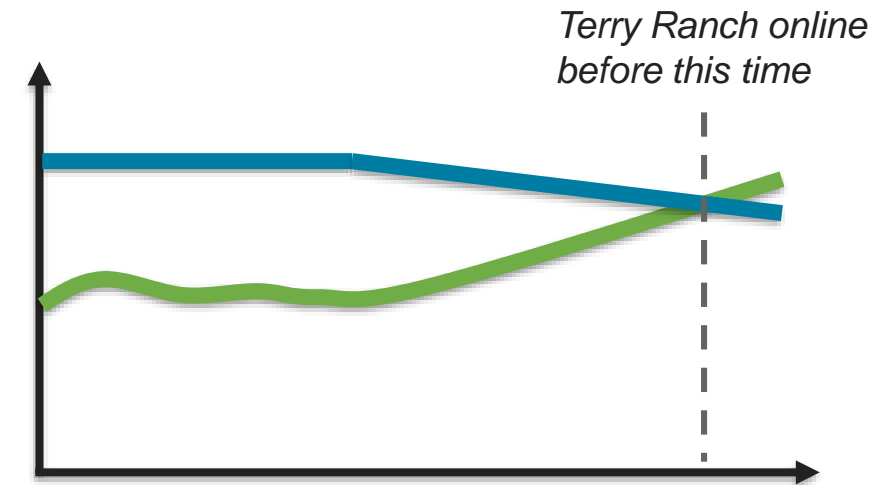
Preliminary Model Results Subject to Change

Terry Ranch Timing Results

Planning Scenario	Max. Annual Demand (Potable + Non-Potable) that Meets Planning Performance
Unbearable	32,600 af
Stressed	34,600 af
Continued Trends	37,800 af
Optimistic	41,800 af
No Climate Change	43,800 af

Triggering Terry Ranch with an Adaptive Plan

- Cannot confidently predict when Terry Ranch will be required due to uncertain demand growth
- As time progresses, surface water supply yields could be reduced by:
 - Effects of climate change
 - Colorado River Basin issues
 - Uncertain water rights change case outcomes
- Identify indicators to monitor in Adaptive Plan, and corresponding trigger actions

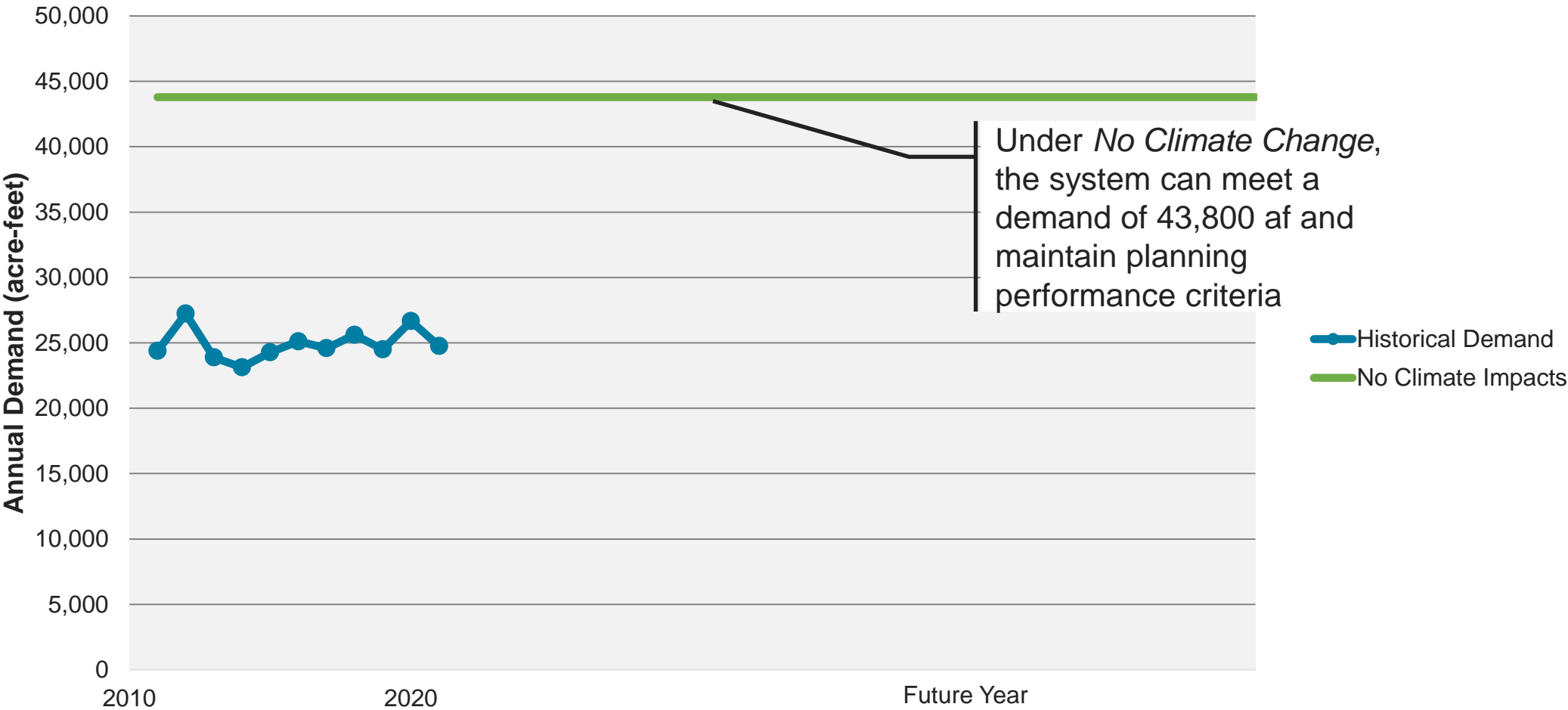


As **Greeley's Demands** resume growing, **Water Supply Yields** could gradually degrade. Terry Ranch will be required prior to when demands exceed supplies.

Providing sufficient time to complete Terry Ranch will be critical to the Adaptive Plan.

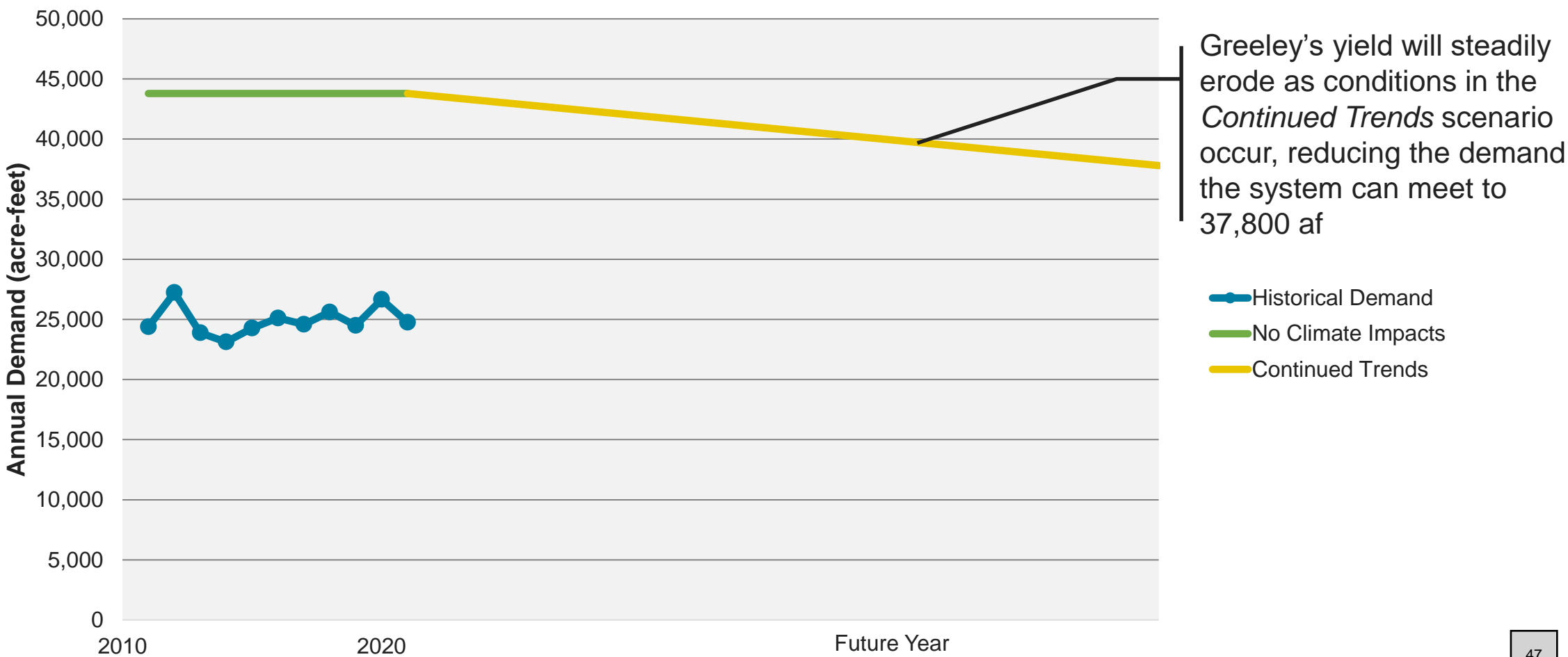
Preliminary Model Results Subject to Change

Triggering Terry Ranch Approach



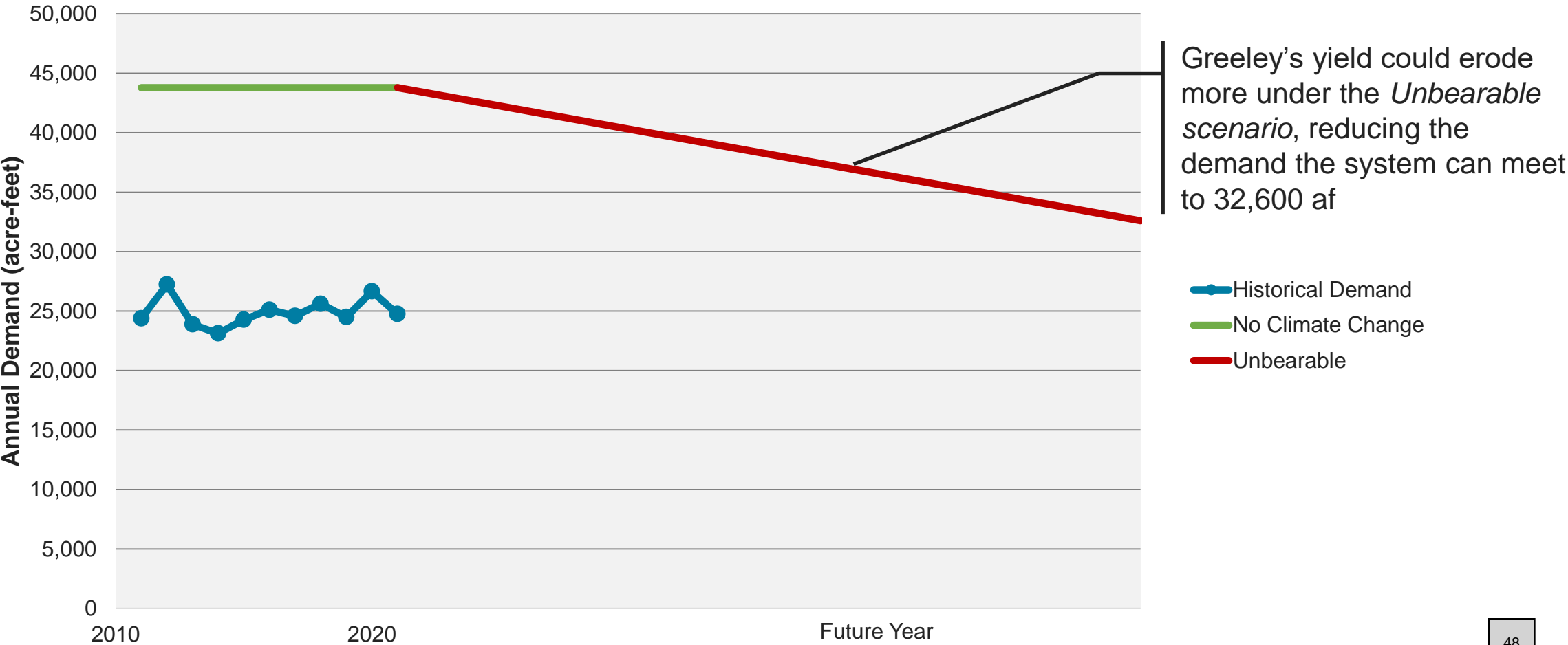
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Triggering Terry Ranch Approach



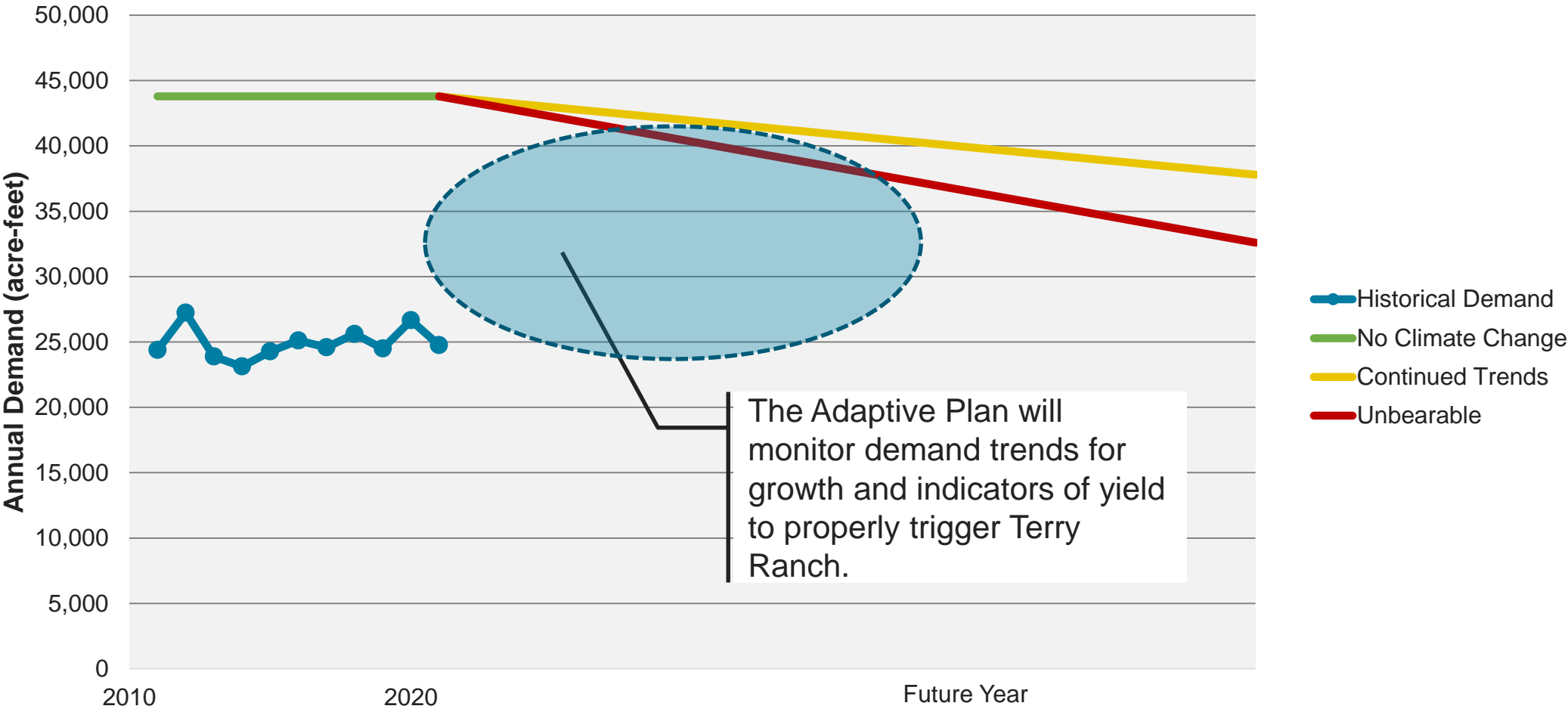
Preliminary Model Results Subject to Change

Triggering Terry Ranch Approach



Preliminary Model Results Subject to Change

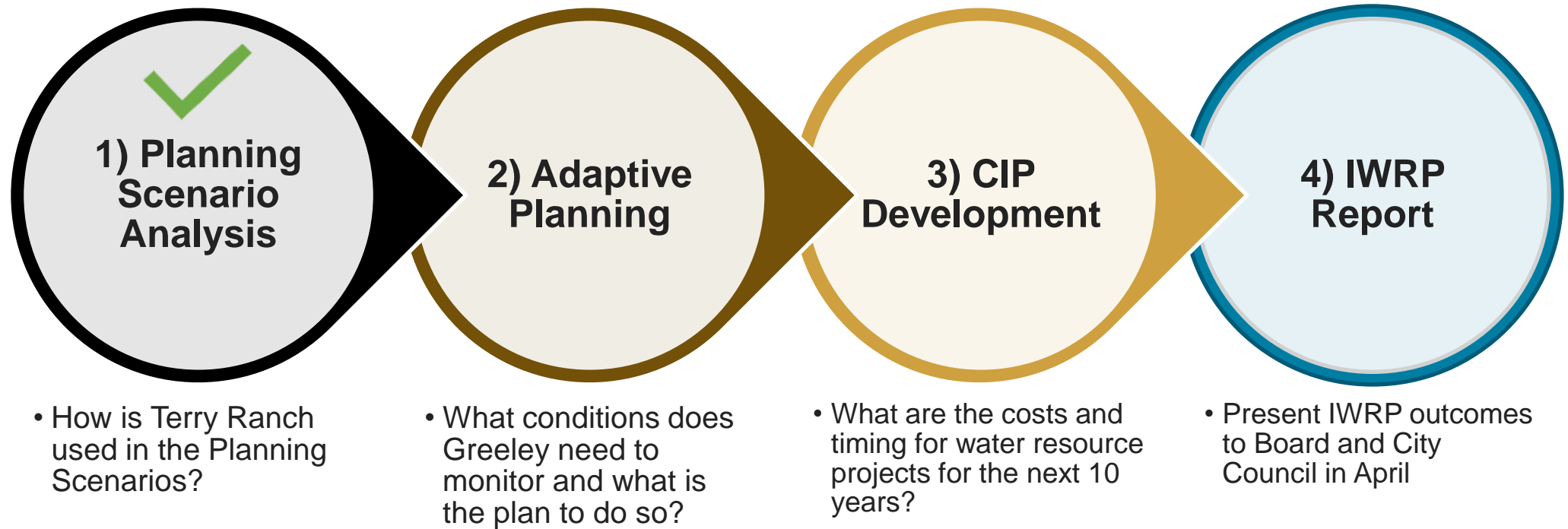
Triggering Terry Ranch Approach



Greeley's Long-Term Big Picture

- **Greeley's water supply system is robust and adaptable:**
 - Greeley's water supply system is robust against reasonably stressful future conditions. The most impactful stressors (demand and climate) will likely have long lead times that can be effectively monitored using the Adaptive Plan to trigger Terry Ranch implementation.
- **Demand growth is highly uncertain:**
 - Demand growth will have the greatest influence over Greeley's water resources actions. At this point there is significant uncertainty of what that growth will look like. Monitoring demands will be the most important aspect of the Adaptive Plan.
- **Greeley should monitor climate change impacts:**
 - Greeley's system is vulnerable to yield impacts from a changing climate. The Adaptive Plan will identify how to monitor yield trends (change case outcomes, hydrograph shifts) to better understand impacts from climate change.

Next Steps





Questions?

Water & Sewer Agenda Summary

Date: February 15, 2023

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

Title:

Amend 2023 Rate Resolution – North Weld Customer Transfer

Summary:

Greeley Water and North Weld County Water District (North Weld) are in the process of transferring customers from North Weld Water's service area to Greeley Water's service area. While the 2013 Water Service Agreement with North Weld clearly defined the process for transferring customers to Greeley Water, it was silent regarding the rates that Greeley would charge when they became Greeley Water customers. At the January Water and Sewer Board meeting, staff presented the concept of charging all customers formerly in the North Weld service area the inside city rates, regardless if they are in a city annexed area or not. The enclosed resolution would amend the 2022 resolution that set the 2023 water and sewer rates and fees to memorialize this new rate class.

Recommended Action:

Approve the Resolution to amend Water and Sewer Board Resolution 2, 2022

Attachments:

Power Point
Resolution

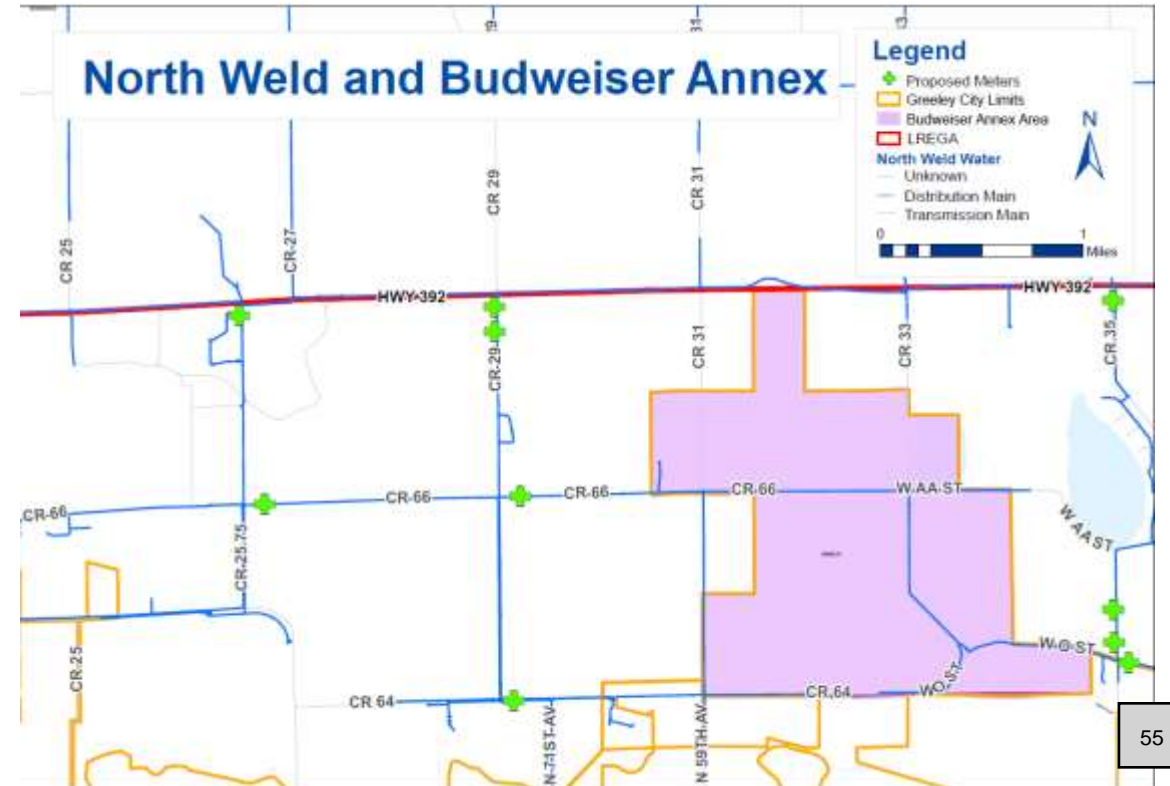


Amend 2023 Rate Resolution –North Weld Water Customer Transfer

February 2023

Pending Customer Transfers From North Weld

- JB Acres subdivision (not annexed)
- Budweiser Annex plus an undetermined area outside the annexed area



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 - Uniform	North Weld
Service Charge	\$17.50	\$26.64 (includes 6 Kgals)
Rate/Kgal	\$5.64	\$4.44
Example Bill (10 Kgals)	\$73.90	\$44.40
Example Bill (30 Kgals)	\$186.70	\$133.20

Recommendation

- **Adopt the amended Rates Resolution that adds a new residential and commercial customer class**
 - **Outside City – Former North Weld Service Area**
 - **Rates are the same as Inside City Residential or Commercial**
 - **Residential customers will have the uniform rate until a Water Budget is developed**

Questions?

**CITY OF GREELEY, COLORADO
ACTING BY AND THROUGH ITS WATER AND SEWER BOARD**

RESOLUTION NO. 1, 2023

A RESOLUTION AMENDING WATER AND SEWER BOARD RESOLUTION 2, 2022 TO ADD A NEW CUSTOMER CLASS – FORMER NORTH WELD COUNTY WATER SERVICE AREA

WHEREAS, the City of Greeley (“City”) is a Colorado home-rule municipality empowered, pursuant to Sections 1 and 6 of Article XX of the Colorado Constitution, to construct, purchase, acquire, lease, add to, maintain, conduct, and operate water works and everything required therefor, within or without its territorial limits, for the use of the City; and

WHEREAS, Section 17-4 of the City Charter and Sections 20-27 and 20-30 of the Greeley Municipal Code authorize and require the Water and Sewer Board (“Board”) to, *inter alia*, annually establish minimum water and sewer rates by resolution, which must be sufficient to include expenditures for all operations and maintenance of the water and sewer system, all debt service, and additions to a reserve account in sufficient amounts to offset depreciation to the water and sewer system; and

WHEREAS, the Water and Sewer Board adopted Resolution 2, 2022, A Resolution Adopting Rates, Fees, and Charged for Water and Sewer Services in 2023, on December 14, 2022, in which the Board, *inter alia*, set minimum water and sewer rates; and

WHEREAS, .on February 5, 2013, the City entered into an agreement with North Weld County Water District (“District”) regarding the service and transfer of customers located in the City’s long range expected growth area (“LREGA”); and

WHEREAS, the terms of that agreement anticipated that as the City extended water service to new development within the LRGA certain District customers would be transferred to the City’s water system prior to annexation; and

WHEREAS, staff recommends establishing a separate Outside the City of Greeley customer classification for former District customers that are transferred to the City’s water system prior to annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE WATER AND SEWER BOARD OF THE CITY OF GREELEY, COLORADO:

Section 1. Section B, Outside the City of Greeley, of Appendix A to Water and Sewer Board Resolution 2, 2022, is amended and replaced, in its entirety, as shown on Appendix A of this resolution.

Section 2. Except as explicitly amended by this resolution, the terms of Water and Sewer Board Resolution 2, 2022, A Resolution Adopting Rates, Fees, and Charged for Water and Sewer Services in 2023, remain in full force and effect.

Section 3. This Resolution shall take immediate effect upon its passage and execution.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF FEBRUARY 2023.

ATTEST:

Secretary to the Board

Board Chairman

APPENDIX A
to
WATER AND SEWER BOARD
RESOLUTION 1, 2023

B. OUTSIDE THE CITY OF GREELEY

<u>Customer Class</u>	<u>Rate per 1,000 Gallons</u>
Outside the City Residential	\$11.62
Outside the City Commercial	\$11.54
Sharkstooth Pipeline Company (Contributed Water Rights)	\$4.96
Mountain View Meadows (Not Contributed Water Rights)	\$10.19
Agriculture Special Contract (Greeley-Loveland by Agreement)	\$5.64
Kodak Alaris	\$3.98
Town of Windsor	\$5.31
City of Evans	\$4.96
Town of Milliken	\$6.05

Former North Weld County Water Service Area

<u>Outside the City Single-Family Residential Water Budget</u>	<u>Rate per 1,000 Gallons</u>
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Tier One (\leq 100% of Water Budget)	\$5.39
Tier Two (101-130% of Water Budget)	\$6.24
Tier Three (131-150% of Water Budget)	\$8.51
Tier Four ($>$ 150% of Water Budget)	\$11.35

Outside the City Residential not on Water Budget	\$5.64
Outside the City Commercial	\$5.60

In addition, the following service charges shall be billed regardless of the volume of water consumed.

Service Charges for Monthly Billed Period:

<u>Meter Size</u>	<u>Outside City</u>
5/8"	\$17.50
3/4"	\$17.50
1"	\$18.10
1½"	\$24.50
2"	\$27.10
3"	\$81.50
4"	\$95.50
6"	\$121.20
8"	\$155.00
10"	\$199.70
12"	\$258.50

Water & Sewer Agenda Summary

Date: February 15, 2023

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

Title:

City of Evans Treated Water Service Intergovernmental Agreement

Summary:

Greeley's current Treated Water Service Intergovernmental Agreement (IGA) with Evans will expire in April 2023. Staff from Evans and Greeley discussed needed updates to the existing IGA to reflect current operations for both water providers and clarify how certain aspects of the IGA are operationalized. The enclosed IGA reflects those changes.

Evans staff will present the proposed IGA to their Water and Sewer Board on February 16 and to their City Council for their approval on February 21. Assuming Board approval and recommendation, the IGA will be presented to Greeley's City Council on March 21.

Recommended Action:

Approve and Recommend to City Council the Intergovernmental Agreement for Treated Water Service with the City of Evans

Recommended Motion:

"I move that the Board approve and recommend to City Council the Intergovernmental Agreement for Treated Water Service with the City of Evans in the form enclosed, and delegate authority to the Director of Water and Sewer to approve minor revisions to the agreement before its execution, provided the material substance remains unchanged."

Attachments:

Power Point

Intergovernmental Agreement



Evans Water Service Intergovernmental Agreement Renewal

February 2023

Evans Water Service IGA Update

- **Currently operating under an agreement from April 1998**
 - **Expires April 2023**
- **Staff from each city reviewed the 1998 agreement and proposed updates and clarifications**
 - **Proposed changes are mostly minor and are not controversial from staff's perspective**
 - **This IGA supersedes the 1998 agreement**

Highlighted Changes

- **Clarified that raw water shrinkage will be based on the type and volume of raw water Evans supplies to Greeley's treatment plants**
- **Change the peaking factor calculation to average of five years rather than two**
- **IGA's term is 10 years, with automatically renewing five-year terms**

Highlighted Changes

- **Clarified that the calculation of a System Development Charge is based on the current Plant Investment Fee and current average residential demand**
 - **Previous agreement used a much higher average demand and did not specify that the residential demand changes**

Recommendation

- **Approve and recommend to City Council the Intergovernmental Agreement for Treated Water Service with the City of Evans, Colorado**

Questions?

**INTERGOVERNMENTAL AGREEMENT FOR
TREATED WATER SERVICE**

**BETWEEN THE CITY OF GREELEY, COLORADO
AND THE CITY OF EVANS, COLORADO**

This Intergovernmental Agreement for Treated Water Service ("Agreement") is made this _____ day of _____, 2023, by and between **THE CITY OF GREELEY**, a Colorado home rule municipality acting by and through its Water Enterprise ("Greeley") and **THE CITY OF EVANS**, Colorado, a home rule municipality ("Evans"), for the treatment and delivery of potable water to Evans by and through the treatment facilities and transmission lines of Greeley.

WHEREAS, pursuant to Article XX, Section 6 of the Colorado Constitution and Section 29-1-203, C.R.S., governments may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units of government; and

WHEREAS, Evans and Greeley previously entered into that certain IGA for Treated Water Service dated April 21, 1998, which set the terms and conditions by which Greeley would provide potable water treatment and transmission services to Evans ("1998 IGA"); and

WHEREAS, the initial term of the 1998 IGA expires on April 21, 2023, and Evans and Greeley desire to amend and renew the 1998 IGA; and

WHEREAS, Evans and Greeley remain neighboring municipalities that have a common interest in obtaining high-quality water in sufficient quantity to meet the present and future needs of their citizens; and

WHEREAS, the citizens of Evans desire long-term reliability in their supply of treated water; and

WHEREAS, Evans and Greeley can cost-effectively combine their demand for treated water through one system of supply, treatment, transmission, and treated water storage thereby achieving economies of scale; and

WHEREAS, in addition to the water treatment and transmission capacity necessary to meet the needs and demand of its own citizens, Greeley currently has the capacity and facilities to meet the needs of Evans and its citizens, as is more fully described herein; and

WHEREAS, Evans and Greeley will continue to own their respective water rights individually and separately, with Evans relying upon the yield of its own water rights to provide

the raw water necessary for the treatment and delivery of potable to Evans as proposed under this agreement; and

WHEREAS, Evans and Greeley are agreeable to entering into another long-term contract for the treatment and delivery of potable water to Evans through an intergovernmental agreement; and

WHEREAS, Evans and Greeley have reached an agreement concerning the amendment and renewal of the 1998 IGA, and desire to reduce the understandings, terms, and conditions of said agreement to writing;

NOW THEREFORE, for good and valuable consideration, including the mutual covenants, undertakings, terms and conditions contained herein, Evans and Greeley agree as follows.

1. DEFINITIONS. The terms used herein are defined as follows:

1.1 "Greeley" shall refer to the City of Greeley and any authorized representative thereof.

1.2 "Greeley Water System" or "Greeley Water System Enterprise" shall refer to Greeley's water treatment plants, treated water conveyance and storage systems, pump stations and related appurtenances for the collection, distribution and measurement of water.

1.3 "Peak Daily Demand" means the greatest rate of treated water delivered by Greeley to Evans over a twenty-four hour period, beginning at midnight, in a given day.

1.4 "Peak Hourly Demand" means the greatest rate of treated water delivered by Greeley to Evans over sixty consecutive minutes for any given day of the calendar year.

1.5 "Evans" shall refer to the City of Evans and any authorized representative thereof.

1.6 "Evans Water System" or "Evans Water System Enterprise" shall refer to Evans' treated water conveyance and storage systems, pump stations, and related appurtenances for the distribution of water downstream of the master meters gauging Greeley's delivery of potable water to Evans.

1.7 "Year" means a calendar year beginning on January 1 unless otherwise noted.

2. USE. Pursuant to the terms of this Agreement, Greeley agrees to treat the raw water supplies provided by Evans that are usable in the Greeley Water System and approved for

municipal use in the Evans System under Colorado law, for Evans in the manner and in such amounts as are more fully set forth herein

3. POINTS OF DELIVERY.

3.1 Greeley shall deliver treated water from the Greeley Water System to Evans through multiple master meters, the location of which will be mutually established and agreed upon in writing by both municipalities.

3.2 Unless otherwise agreed upon between the parties in writing, Greeley shall design, construct, own, and maintain the treated water meter vaults, meters, back-flow prevention devices and all associated facilities located at the delivery points in a prudent and cost-effective manner. The cost of maintenance of such metering facilities attributable to service provided to Evans under this Agreement shall be paid by Evans by and through inclusion in the Evans monthly service fee charged by Greeley. Evans agrees to secure and provide such easements as may be required by Greeley for metering facilities, and to guarantee access to metering facilities for Greeley. Each water meter shall be operated and maintained so as to record both cumulative flow, maximum hourly and maximum daily flow within the accuracy prescribed by current American Water Works Standards.

4. POTABLE WATER PROJECTIONS AND SYSTEM CAPACITY.

4.1 Within thirty (30) days after execution of this Agreement and then no later than April 15 of each year thereafter, Evans shall provide written notice to Greeley of its projected treated water requirements for the then current calendar year and for the four consecutive years following the year in which such notice is given. The notice shall include, at a minimum: estimated total annual consumption, estimated maximum day consumption, estimated maximum hourly consumption, planned system facility changes, and proposed additional points of delivery to Evans from Greeley.

4.2 If Greeley determines the Greeley water system will be unable to meet Evans' projected demands, Greeley will give Evans notice five years prior to the projected capacity limitation. Greeley will make its reasonable best efforts to avoid such a capacity limitation.

5. RAW WATER REQUIREMENTS. Evans shall possess sufficient water rights that are usable in the Greeley Water System and approved for municipal use in the Evans System under Colorado law in order to satisfy the treated water requirements of Evans, expressly subject to the following conditions:

5.1 Evans shall make such water available to Greeley in sufficient quantities to meet the potable water use projections described in Section 4.1 above, including sufficient quantities beyond its projections to cover the shrinkage associated with the delivery of such water. Greeley and Evans will cooperate in the calculation and assessment of shrinkage based on agreed shrinkage factors for the sources of supply provided by Evans and the treatment plant at which the water is treated.

5.2 Evans shall pay all assessment costs and running charges on any of the water provided for treatment by Greeley under this Agreement.

5.3 Evans shall be responsible for meeting all return flow requirements associated with the raw water provided to Greeley for treatment, state decree accounting, and any other requirements of local, State, or Federal law associated with such raw water. Evans shall retain dominion and control over its water, and Greeley shall maintain complete and unilateral control over Greeley's system operations.

5.4 Greeley shall be obligated to treat for Evans only that amount of water delivered for treatment under this Section 5. If metered usage by Evans exceeds the amount delivered by Greeley less losses, Greeley shall notify Evans of the shortage. Upon written notification, Evans will have twenty (20) days to transfer additional raw water to Greeley for treatment.

6. EMERGENCY OPERATIONS. In the event of a shortage of treated water, caused by the inability of a component of the Greeley Water System to function, Evans and Greeley shall share proportionally in water use reductions. Greeley and Evans shall independently develop a schedule and method of reducing water demand, with initial emphasis on reducing all nonessential uses such as lawn and parks irrigation. In a prolonged shortage, Evans and Greeley agree to independently develop a uniform set of enforcement tools and penalties to curtail usage. In any such event, Greeley will make every reasonable effort to continue to meet both Evan's and Greeley's water demand, including attempting to obtain treated water from other providers. In the event of a shortage, nothing shall prevent Evans from independently using an alternate source of treated water in whatever amount Evans deems necessary, until Greeley can again bring its facilities online.

7. RATES. The rates for treated water delivered to Evans shall be based upon Greeley's water rate cost-of-service model. Evans agrees to pay the rate of cost-of-service plus ten percent. The cost-of-service rates (rates charged to Evans for treated water delivery) shall be reviewed annually and adjusted in accordance with section 17-4 of the Greeley City Charter. Evans shall be given 90 day notice of rate changes. Cost-of-service includes a cost to provide peak demands. The parties agree that the cost-of-service model and the percentage over cost-of-service paid by Evans will be reviewed every five years.

8. BILLING AND PAYMENT. Greeley shall invoice Evans for amounts due and payable under this Agreement. Evans shall remit payment within thirty (30) days after the date of invoice.

9. NO ACQUIRED RIGHTS OR VESTING IN WATER RIGHTS OR IN WATER SYSTEM. As described in Section 17-1 of the Greeley City Charter, the Greeley Water System is owned and operated by its Water Enterprise, as that term is defined pursuant to Article X, Section 20 of the Colorado Constitution. The Greeley Water Enterprise is owned by the citizens of Greeley. Similarly, the Evans System is an Enterprise, owned by the citizens of Evans.

Evans specifically acknowledges and agrees that no rights or ownership in the Greeley Water System shall become vested as a result of service provided under this Agreement. Neither Greeley nor Evans shall, by reason of any provision of this Agreement or the use of water hereunder or otherwise, acquire any vested or adverse right, in law or in equity, in the water rights or water system owned by the other municipality. Neither the assignment, use, rental, or license of water or water rights nor the payment of system development charges shall be deemed to initiate, create, or vest any rights or ownership by either Greeley or Evans in the other's water rights or water system.

10. POTABLE WATER QUALITY. The treated water delivered by Greeley to the Evans master meters shall be water of a sufficient quality that complies with applicable potable water law.

11. PEAK DEMAND MEASUREMENTS AND DETERMINATION. Each year Greeley's Rates and Budget Analyst shall register and record Peak Daily and Peak Hourly Demands through the Evan master meters. Peaking factors will be calculated based upon the average of the preceding five (5) years.

12. SYSTEM DEVELOPMENT CHARGES.

12.1 Evans' current base year delivery volume as of the date of this Agreement is 2,766.41 acre-feet. Evans shall pay to Greeley a system development charge ("SDC") in the event that the total volume of metered water delivered by Greeley to Evans in any year pursuant to this Agreement exceeds the then current base year delivery volume. After Evans incurs an SDC, its base year delivery volume shall be increased by the amount it exceeded the previous volume to create a new base year delivery volume. No SDCs will be due in subsequent years for metered delivery equal to or less than the new base year delivery volume. Payment of any SDCs incurred shall be made by Evans in twelve (12) equal monthly installments, beginning in January, immediately following the calendar year in which the exceedance occurs. In no case shall SDCs be refunded.

12.2 The SDC rate to be paid by Evans under this Agreement shall be calculated using a formula based on three values: 1) The then current Greeley Inside the City residential ¾-inch tap plant investment fee ("PIF"), 2) the then current Greeley Inside the City annual average residential demand and (3) the approximate percentage the Greeley Water System that benefits Evans.

To express the SDC rate in terms of \$/acre-foot, the then current Greeley Inside the City PIF will be divided by the then current average annual residential demand (expressed in acre-feet), and then multiplied by 75%, which is the approximate percentage of Greeley's Water System that benefits Evans.

$$\text{PIF} / \text{Avg. Annual Residential Demand} \times 75\%.$$

13. RELEASE, HOLD HARMLESS, INDEMNIFICATION. Both Evans and Greeley are public entities, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Nothing in this Agreement shall be construed to waive or modify in any respect the benefits and protections to which Evans and Greeley are entitled by the Colorado Governmental Immunity Act. Each party respectively shall defend any and all claims for injuries or damages, pursuant to and in accordance with the requirements and limitations of the Colorado Governmental Immunity Act, that occur as a result of the negligent or intentional acts or omissions of themselves and their own agents, employees, and assigns.

In addition, Greeley shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of Greeley, its officers, employees and agents, performing functions or activities upon the property of Evans. Greeley shall provide adequate workmen's compensation insurance for all of its employees, agents and assigns engaged in activities and functions upon the property of Evans.

Evans shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of Evans, its officers, employees and agents, performing functions or activities upon the property of Greeley. Evans shall provide adequate workmen's compensation insurance for all of its employees, agents and assigns engaged in activities and functions upon the property of Greeley.

Each party shall furnish the other party current certificates of insurance, or evidence of adequate self-insurance, if applicable, demonstrating that the coverages outlined above are in full force and effect.

14. NO PUBLIC UTILITIES COMMISSION CONTROL. Evans, its employees and elected or appointed officials, agree neither to assert nor support any statement, policy, petition, rule making, or legislation attempting to place the Greeley Water System under the authority or

jurisdiction of the Colorado Public Utilities Commission, whether by virtue of the activities contemplated under this Agreement or otherwise.

15. INTEGRATION AND SUPERSESION. This Agreement contains all agreements and understandings, whether written or oral, between Evans and Greeley concerning the subject matter described, and shall supersede any and all terms and conditions of treated water supply agreements previously existing between Evans and Greeley, including, without limitation, the 1998 IGA. This Agreement supersedes the 1998 IGA in its entirety.

16. TERM. In the interest of reliability and security, this Agreement shall be for an initial term of ten (10) years from the date of its execution. After its initial term, this Agreement shall automatically renew for successive five-year terms, unless duly amended or terminated as provided in Section 17 below.

17. DEFAULT AND TERMINATION.

17.1 In the event either party fails to meet the terms and conditions of this Agreement, such failure shall constitute a default of this Agreement and the non-defaulting party may give notice of the perceived default. Notice shall be given in writing either to the Evans City Manager or the Greeley City Manager. Either party may cure any perceived default during the ninety (90) days following the notice. Upon cure of any default, this Agreement shall remain in full force and effect. Upon its receipt of any notice of perceived default, the defaulting party may invoke dispute resolution as provided in Paragraph 20 below.

17.2 If after the cure period above, or any mutually agreed-to extensions thereof, the non-defaulting party determines the default has not been cured, such party may give two (2) years' notice of its termination of this Agreement. Nothing herein shall limit either party from collecting damages and amounts due from the other party upon termination of this Agreement by default.

17.3 This Agreement may be terminated, with or without cause, by either party by giving an advance written notice to the other party no less than two (2) years before the end of the initial ten-year term, or at least two (2) years before the end of any subsequent terms.

18. JURISDICTION AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue to enforce this Agreement shall be in Weld County.

19. AMENDMENT. This Agreement shall be amended only in writing with the requisite approval of each municipality, which includes their respective City Councils. No amendment or

modification of this Agreement shall be effective unless made in a writing approved and signed by the duly authorized representatives of each party.

20. DISPUTE RESOLUTION. Should disagreements arise regarding the interpretation of any portion of this Agreement, the parties agree to make reasonable efforts to resolve such disputes through negotiation; first at the staff level, and second among the respective Water Boards and/or City Councils. Procedures for such negotiations shall be established by mutual agreement at the time and may, with the concurrence of the parties, involve the use of qualified outside mediators. Any negotiations and agreements to resolve such a dispute reached therefrom must be within the legal authority granted to the parties by their Charters and/or applicable State statutes, otherwise such agreements shall be null and void. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed between the parties that this provision for dispute resolution does not apply to disputes over the authority granted to the Greeley Water and Sewer Board by Section 17-4 of the Greeley City Charter, including, but not limited to, its authority to establish of minimum water rates.

IN WITNESS WHEREOF, the City of Greeley and the City of Evans have executed this Intergovernmental Agreement for Treated Water Service as of the date first set forth above.

THE CITY OF GREELEY, COLORADO

As to Water and Sewer Board Approval:

By: _____
City Manager

By: _____
Water and Sewer Board Chairman

As to Legal Form:

As to Availability of Funds:

By: _____
City Attorney's Office

By: _____
Director of Finance

THE CITY OF EVANS, COLORADO

ATTEST:

By: _____

Mayor

By: _____

City Clerk

EVANS WATER AND SEWER BOARD

By: _____

Chairman

Water & Sewer Agenda Summary

Date: February 15, 2023

Key Staff Contact: Alex Tennant, Water Resources Administrator

Title:

Approval of Lowell Property Grazing and Farm Lease (A&A Farming)

Summary:

In November 2021, the City acquired approximately 135 acres of land located north of Greeley along F Street between 35th and 59th Avenues (Lowell Property), along with 13.4 shares of the Greeley Irrigation Company (GIC) and a two-year obligation after closing to purchase one additional share of GIC. For the past 20 years, the Adams family has been leasing the GIC water and approximately 86 acres of the Lowell Property for grazing and farming. The Adams family has requested to continue leasing this portion of the Lowell Property as well as the 14.4 shares of GIC from Greeley for one more year. The subject Grazing and Farm Lease would allow the Adams family one additional year of farming the property, and would terminate on December 31, 2023. The lease amount is \$9,000.00 and would be paid in two installments of \$4,500.00. The lease amount matches the rate paid by the Adams family to the former owner of the Lowell Property.

City staff are evaluating future uses of the Lowell Property, which could include a new Water and Sewer or multi-department shop facility, City-owned natural areas, and trail corridors. Portions of the property may be divested, with the proceeds appropriated for additional water purchases. The subject Grazing and Farm Lease maintains status quo while the city's evaluation proceeds. Staff are satisfied with the Adams family past farming operation, evidenced by their maintenance of the property, and believe a continuation of the lease with a one-year term is in the interest of the Water and Sewer Department. Water and Sewer staff recommends that the Water and Sewer Board approve the enclosed Grazing and Farm Lease Agreement between the City of Greeley and A&S Farming LLC (Kurt Adams).

Recommended Action:

Staff recommends that the Water and Sewer Board approve the Lowell Property Grazing and Farm Lease Agreement with A&A Farming LLC.

Recommended Motion:

"I move that Board approve the Lowell Property Grazing and Farm Lease Agreement with A&A Farming."

Attachments:

Grazing and Farm Lease Agreement including exhibits

Lowell Property: Grazing and Farm Lease Agreement

February 15, 2023

Lowell Property

- Water & Sewer acquired the Lowell Property in November of 2021 for 13.4 shares of Greeley Irrigation Company included in the sale
- Five parcels, approximately 135 acres
- Location: north of Greeley along F Street between 35th and 59th Avenues
- City staff are currently evaluating potential municipal uses of the Lowell Property



Lowell Property



- Trail, road, and utility easements are also under evaluation

Grazing and Farm Lease Agreement

- **Lessee:** Kurt Adams and his family have been leasing a portion of the Lowell property for the past 20+ years
- **Property:** Approximately 86 acres of land of which 55 is an irrigated hay field
 - Consists of all the land North of F Street and about 3/4 of the 81 acre parcel being considered for the new City Facilities
 - Lessee plans on mostly grazing the 86 acres, but will harvest the hay as needed
- **Term:** One year agreement ending December 31, 2023
- **Water:** 14.4 Shares of the Greeley Irrigation Company
 - One (1) additional share of GIC from Bunn acquisition
- **Amount:** \$9,000 paid in two installments of \$4,500 each

Grazing and Farm Lease Agreement



Grazing and Farm Lease Agreement

- Proposed lease maintains status quo while evaluation of possible municipal uses of Lowell Property proceeds
- Single-year lease
- Adams' family has maintained the property well



In-City Leases



- Per W&S Board direction at February 2022 Board meeting, staff started a comprehensive review of the department's approach to leases
- 2022 presented challenges to accomplish this goal in its entirety; however, the following steps have been taken towards the final product
 - Resting the Tennyson property with no grazing in 2023 to promote regrowth along river-banks and over-grazed areas
 - Discussions with NAT Dept. to formulate grazing policy and bid process
 - Site visits with consultants along the Poudre corridor to identify BMP's and mitigation projects

Recommendation

W&S staff recommends approving the Grazing and Farm Lease Agreement with A&A Farming

Questions?

GRAZING AND FARM LEASE AGREEMENT

This GRAZING AND FARM LEASE AGREEMENT (“Lease Agreement”) is entered into this ____ day of January 2023, by and between the CITY OF GREELEY, COLORADO, a Colorado home rule municipality acting by and through its Water Enterprise (“Greeley”) and A & A FARMING, LLC, a Colorado limited liability company (“A & A Farming”).

Recitals

WHEREAS, Greeley owns certain real property consisting of approximately 86 acres located in Weld County, Colorado, which real property is more particularly described on Exhibits A-1 and A-2, attached hereto and incorporated herein (collectively “Property”); and

WHEREAS, Greeley also owns those certain water rights represented by fourteen and two-fifths (14-2/5) shares of capital stock in The Greeley Irrigation Company evidenced by Stock Certificate Nos. 3471 and 3473 (“Water Rights”); and

WHEREAS, Greeley desires to manage rangelands on this and other of its properties in alignment with best practices to improve overall land health, including managing undesirable species by non-chemical means to the greatest extent practicable; and

WHEREAS, A & A Farming desires to use the Property and Water Rights for grazing and farming purposes, and is willing to support and collaborate with Greeley and the Natural Areas & Trails division of its Greeley Culture, Parks and Recreation Department on its weed management and other land management efforts on the Property; and

WHEREAS, Greeley is willing to lease the Property and Water Rights to A & A Farming for such purposes under the terms of this Lease Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Greeley and A & A Farming agree as follows.

Agreement

1. **LEASE**. Greeley hereby leases the Property and Water Rights to A & A Farming for grazing and farming purposes.

2. **TERM OF LEASE**. The term of this Lease Agreement begins on the date it is fully executed and expires on December 31, 2023.

3. **CONSIDERATION**. A & A Farming shall pay to Greeley a Lease Amount of nine thousand dollars (\$9,000.00) for use of the Property and Water Rights, in two equal installments. The first installment of four thousand five hundred dollars (\$4,500.00) is due upon execution of this Lease Agreement, and the second installment of four thousand five hundred dollars (\$4,500.00) is due no later than December 15, 2023.

4. **IMPROVEMENTS**. With the exception of any existing fencing, there are no structures or improvements on the Property to which A & A Farming is entitled use by this Lease Agreement.

5. **CONDITION OF PROPERTY**. A & A Farming has inspected the Property and acknowledges that the Property is being leased “as-is.” No representations, statements or warranties,

express or implied, have been made by or on behalf of Greeley as to the condition of the Property. In no event shall Greeley be liable for any defect in the Property or for any limitation on its anticipated uses.

6. AUTHORIZED USE AND MANAGEMENT OF PROPERTY. A & A Farming shall occupy and use the Property solely for farming and the grazing of cattle. A & A Farming shall not introduce any other livestock to the Property without advance written consent from Greeley. Such consent may be given or withheld in the sole discretion of Greeley.

a. A & A Farming shall care for the Property in a manner that is consistent with sound agricultural and conservation practices and supports Greeley's land management efforts, including the avoidance of overgrazing on the Property. If at any time Greeley suspects that A & A Farming is overgrazing, Greeley may use stocking calculations and NRCS methodology to assess range condition and determine remaining grazing days. Upon the determination pursuant to such an assessment that any portion of the Property has been overgrazed, Greeley may limit further grazing or terminate this Lease Agreement. A & A Farming shall disperse watering troughs, mineral stations, and any similar facilities throughout the Property, and move them regularly, to avoid soil compaction or other detrimental impacts caused by concentrating animals in one area. Mineral stations shall be of a style that prevents the material from affecting the soil.

b. A & A Farming shall furnish, at its sole expense, all labor, machinery, and other materials needed for the use and occupation of the Property.

c. A & A Farming shall not mow the Property other than to keep vegetation clear of fencing or other permitted improvements on the Property. A & A Farming shall not trim nor cut down any trees on the Property.

d. Greeley will manage noxious weeds on the Property that Greeley determines, in its sole discretion, are not sufficiently managed by grazing and other appropriate non-chemical means. A & A Farming shall cooperate with Greeley in all such efforts and facilitate access to the Property by Greeley staff at all reasonable times for the purposes of weed eradication and associated activities. A & A Farming shall not apply chemicals to the Property without advance written consent from Greeley. Such consent may be given or withheld in the sole discretion of Greeley. A & A Farming shall not apply any materials to the Property that are prohibited by applicable local, state, or federal law, as applicable now or hereafter enacted.

7. AUTHORIZED USE OF WATER RIGHTS.

a. A & A Farming may use the Water Rights for agricultural irrigation on the Property at no additional charge beyond the Annual Lease Amount.

b. Greeley shall be responsible for any ditch company assessments or other charges and expenses attributable to the Water Rights. A & A Farming shall comply with all the rules, regulations, and policies of The Greeley Irrigation Company.

c. A & A Farming agrees to use the Water Rights, and the water delivered pursuant to this Lease Agreement, only for agricultural irrigation of the Property. A & A Farming agrees to take and use the water delivered pursuant to the Water Rights to the fullest extent possible, and shall undertake no action which could be construed as abandonment of the Water Rights.

d. A & A Farming shall not rent, sublease, nor otherwise convey the right to use the Water Rights to third parties, nor allow any third parties to use the Water Rights or water delivered

pursuant to said Water Rights on lands other than the Property or for any uses other than described in this Lease Agreement.

e. Greeley makes no warranty, guarantee, nor representation of any kind regarding the amount or quality of water that will be yielded or delivered pursuant to the Water Rights. Greeley shall not be liable for any failure of delivery of water pursuant to the Water Rights due to drought, other force of nature, or due to the failure of any ditch and/or reservoir company infrastructure.

f. A & A Farming acknowledges that Greeley may file an application to change the use of the Water Rights with the Division 1 Water Court for the State Colorado. A & A Farming agrees to cooperate with Greeley and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from Greeley, A & A Farming shall provide information regarding use of the Water Rights and reasonable access to the Property during and in preparation for any proceeding before the Division 1 Water Court.

8. LESSEE'S COVENANTS.

a. A & A Farming shall take all necessary action to ensure that cattle are confined to the Property, and not permitted to roam onto F Street, the Poudre River Trail, or other adjacent parcels.

b. A & A Farming shall install and maintain electric wire fencing to separate the portions of the Property being grazed from the Poudre River Trail and other adjacent parcels, to ensure that all cattle are confined to the Property. A & A Farming shall utilize no less than two strands of the electric wire fencing to ensure that cattle of all sizes are confined. Such electric wire fencing shall be installed at a distance no less than 30 feet from the Poudre River Trail at all points along the perimeter of the Property. The fencing shall comply at a minimum with the excerpt from Colorado Parks and Wildlife's "Fencing for Wildlife" guide attached hereto as Exhibit B. A & A Farming shall maintain adequate signage on the fence line inside the edge of the Property to ensure that users of the Poudre River Trail and all other passersby are provided notice that the fencing is charged.

c. A & A Farming shall not intentionally harass, injure, or kill any wildlife species on the Property, including, without limitation, non-domesticated amphibians, reptiles, fish, birds, or mammals native to the Greeley area. Adams shall contact Greeley and Colorado Parks and Wildlife to address any wildlife management concerns on the Property.

d. A & A Farming shall not hunt or fish on the Property without obtaining separate approval from Greeley, which approval may be given, conditioned, or withheld at Greeley's sole discretion. A & A Farming shall not allow any other party to hunt or fish on the Property.

e. A & A Farming shall not assign this Lease Agreement, nor sublet the Property or any part thereof. A & A Farming shall not pledge nor mortgage its interest in this Lease Agreement without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. A & A Farming shall not directly nor indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property.

f. A & A Farming shall not construct, nor permit construction of any structure, building or other improvement, temporary or otherwise, on the Property without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. A & A Farming shall not erect, paint, or maintain any signs on the Property without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. A & A Farming shall promptly remove any such signs or improvements to which Greeley consents upon expiration or termination of this Lease Agreement.

g. A & A Farming shall not allow any noise, odors, fumes, or vibrations on the Property other than those caused by normal agricultural practices that may disrupt normal activities on adjacent properties.

h. A & A Farming shall undertake reasonable measures to avoid the introduction of noxious weeds to the Property, including, without limitation, using certified weed-free feed and bedding, and by cleaning equipment before entering onto the Property.

i. A & A Farming shall maintain the Property in as good repair and condition as it exists at the commencement of this Lease Agreement. A & A Farming shall not damage the Property, including, without limitation, by vehicle use associated with grazing. A & A Farming shall promptly notify Greeley of any such damage caused and immediately restore the Property to its previous condition.

j. A & A Farming shall peaceably surrender possession of the Property to Greeley upon the expiration or termination of this Lease Agreement.

9. INDEMNIFICATION.

a. A & A Farming assumes the risk of loss or damage to any cattle, crops, and any other personal property located on the Property, whether from windstorm, fire, earthquake, snow, water run-off, soil conditions, or any other causes whatsoever.

b. A & A Farming and its agents, employees, contractors, and invitees release and agree to indemnify, defend and hold harmless Greeley, its agents, officers, and employees from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the operations and activities of A & A Farming under this Lease Agreement, including, without limitation, the operation by A & A Farming of the required electric wire fencing to confine cattle to the Property.

c. Nothing in this Lease Agreement is intended constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as applicable now or hereafter amended.

10. HAZARDOUS MATERIAL.

a. A & A Farming shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by A & A Farming, its agents, employees, contractors, or invitees without the prior written consent of Greeley (which Greeley shall not unreasonably withhold consent so long as A & A Farming demonstrates to Greeley's reasonable satisfaction that such Hazardous Material is necessary to use of the Property for grazing or farming purposes, and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Material).

b. If A & A Farming breaches the obligations stated herein, or if the presence of Hazardous Material on the Property caused or permitted by A & A Farming results in contamination of the Property, or if contamination of the Property by Hazardous Material otherwise occurs for which A & A Farming is legally liable to Greeley for damage resulting therefrom, then A & A Farming and its agents, employees, contractors, and invitees shall indemnify, defend, and hold Greeley harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses which arise during or after the lease term as a result of such contamination. This indemnification of Greeley includes, without limitation,

costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property.

c. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by A & A Farming results in any contamination of the Property, A & A Farming shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such Hazardous Material to the Property; provided that Greeley's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Property.

d. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1321; (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6903; (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601; or (vii) defined as a "regulated substance" pursuant to the Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991.

11. RESERVATIONS. Greeley reserves the right under this Lease Agreement to have its officers, employees, and representatives enter onto the Property at any time for any purpose, including, without limitation, for inspections, site assessments, surveys, groundwater monitoring, weed management, and other associated activities. Greeley agrees to compensate A & A Farming for any damage to crops directly caused by such activities.

a. Without limiting the foregoing, Greeley reserves the right under this Lease Agreement to allow third parties to access the Property during the term of this Lease Agreement for hunting purposes. Greeley shall undertake reasonable efforts to minimize any potential effects of such access on authorized uses of the Property by A & A Farming and shall provide an advance notice to A & A Farming of no less than 72 hours before allowing such access to third parties.

12. TERMINATION FOR CAUSE.

a. If A & A Farming fails to observe or perform any term or condition of this Lease Agreement, then Greeley, upon written notice to A & A Farming, may in its sole discretion terminate this Lease Agreement and re-enter and repossess the Property, with or without legal proceedings, using such force as may be necessary, and remove any property belonging to A & A Farming without prejudice to any claim for rent or for the breach of covenants hereof. A & A Farming and its agents, employees, contractors, and invitees agree to indemnify and hold Greeley harmless from and against any costs for the removal and storage of property incurred by Greeley under the provisions of this section.

b. If Greeley determines that A & A Farming has created a public safety hazard, then Greeley may immediately take action to secure the safe operation of the Property, including without limitation, terminating this Lease Agreement and/or removing A & A Farming and any equipment or livestock from the Property.

13. INSURANCE REQUIREMENTS.

a. A & A Farming shall purchase and maintain for the full term of this Lease Agreement, at its sole expense, insurance policies providing coverage as follows:

i. Farm liability insurance, including coverage for bodily injury, property damage, contractual liability, and broad-form property damage and owner/contractor's protective coverage, with a minimum coverage of not less than \$1,000,000.00, or such amount as is otherwise approved by the City of Greeley Risk Manager; and

ii. Workers' compensation and employers' liability insurance, if applicable, which shall cover the obligations of A & A Farming in accordance with the provisions of the Workers' Compensation Act of Colorado, as it exists now or is later amended.

b. Before commencement of the lease term, A & A Farming must present all applicable insurance policies, certificates of insurance, and endorsements, along with a signed copy of this Lease Agreement, to the City of Greeley Risk Manager, and receive the Risk Manager's written approval as to the adequacy of such insurance coverage.

c. The insurance policies shall contain an endorsement naming Greeley, and its council members, officers, agents, employees, and volunteers as additional insured parties with respect to all activities A & A Farming may perform under this Lease Agreement. Moreover, such endorsement shall include a notice provision requiring 30 days written notice to Greeley before any cancellation.

d. Only insurance companies with authority to issue policies in the State of Colorado shall provide insurance coverage under this Lease Agreement.

e. For the term of this Lease Agreement, A & A Farming shall not cancel, materially change, or fail to renew the insurance coverage, and A & A Farming shall notify the City of Greeley's Risk Manager of any reduction or exhaustion of aggregate policy limits. If A & A Farming fails to purchase or maintain the insurance coverage stated in this Lease Agreement, Greeley shall have the right to procure such insurance coverage at the expense of A & A Farming.

f. Nothing in this Section 13 shall limit the extent of the responsibility of A & A Farming for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its occupancy, use, or control of the Property or from its performance or nonperformance under this Lease Agreement.

14. STATUS OF LESSEE. A & A Farming and its agents, employees, contractors, and invitees shall conduct themselves at all times under this Lease Agreement as an independent contractor and not as employees, agents, or joint ventures of Greeley. The operations of A & A Farming will not be supervised by any employee or official of Greeley, nor will A & A Farming exercise supervision over any employee or official of Greeley. A & A Farming and its agents, employees, contractors, and invitees shall not represent themselves as employees, agents, or joint ventures of Greeley. A & A Farming and its agents, employees, contractors, and invitees are not entitled to Workers' Compensation benefits from Greeley, and are solely responsible for any tax obligations associated with their activities pursuant to this Lease Agreement.

15. MISCELLANEOUS PROVISIONS.

a. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

b. No waiver or default by Greeley of any of the terms, covenants, warranties, or conditions hereof to be performed, kept, or observed by A & A Farming shall be construed or operate as a waiver by Greeley of any of the terms, covenants, warranties, or conditions herein contained, to be performed, kept, or observed by A & A Farming.

c. A & A Farming agrees that Greeley is under no obligation to maintain the Property in a particular condition or for a particular use, and A & A Farming waives all claims for damages of any kind or nature, whatsoever, resulting from the condition or suitability of the Property for its anticipated uses.

d. Article and section headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Lease Agreement.

e. The provisions of this Lease Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the language in question.

f. A & A Farming shall perform all obligations under this Lease Agreement in strict compliance with all local, state, and federal laws, rules, charters, ordinances and regulations, as applicable now or later enacted or amended.

g. No term, condition, or covenant in this Lease Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person or entity other than Greeley or A & A Farming receiving services or benefits under this Lease Agreement shall be considered an incidental beneficiary.

h. This Lease Agreement is an integration of the entire understanding of the parties with respect to the matters set forth herein. No representations, warranties, or certifications, expressed or implied, shall exist as between the parties, except as specifically set forth in this Lease Agreement. The parties shall only amend this Lease Agreement in writing with the proper official signatures attached thereto.

i. Invalidation of any specific provisions of this Lease Agreement shall not affect the validity of any other provision of this Lease Agreement.

j. A & A Farming shall not record this Lease Agreement in the real property records of any jurisdiction. This Lease Agreement is not intended to create any benefit or burden that runs with real property.

k. This Lease Agreement shall extend to and be binding upon the heirs, successors, and permitted assigns of the parties.

l. This Lease Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Lease Agreement may be delivered by electronic means. The parties agree to accept and be bound by electronic signatures.

16. NOTICE. Any notice required by this Lease Agreement shall be deemed sufficient when provided by U.S. mail, hand delivery, or by electronic mail if receipt is acknowledged or no notice of non-delivery is received within three (3) days, using the information set forth below. Greeley and A & A Farming shall promptly update the other party if the appropriate contact information changes.

If to Greeley: City of Greeley Water and Sewer
Attn: Water Resources Division
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631
Email: alex.tennant@greeleygov.com

If to Adams: A & A Farming, LLC
Attn: Kurt Adams
P.O. Box 126
Lucerne, Colorado 800646
Email: anahayfarming@gmail.com

IN WITNESS WHEREOF, the City of Greeley and A & A Farming have executed this Grazing and Farm Lease Agreement as of the date stated in the preamble.

CITY OF GREELEY, COLORADO
a Colorado home rule municipality
acting by and through its Water Enterprise

Attest:

By: _____
Mayor

City Clerk

A & A FARMING, LLC,
a Colorado limited liability company

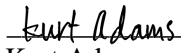
DocuSigned by:
By:  _____
Kurt Adams

EXHIBIT A-1
GRAZING AND FARM LEASE AGREEMENT

Legal Description of the Property

Parcel A1: A part of the NE ¼ of the NW ¼ of Section 2, Township 5 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado, more particularly described as follows:

Beginning at a point on the North line of Section 2, Township 5 North, Range 66 West of the 6th P.M., said point being 677 feet West of the North quarter corner of said Section 2; thence South 236 feet to the center line of the Union Colony No. 3 Ditch; thence Northwesterly along said center line a distance of 541 feet to the intersection of said center line and the North line of said Section 2; thence East along said North line 460 feet to the point of beginning.

Parcel A2: All that part of the NW ¼ of Section 2, Township 5 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado, described as follows: beginning at the Northeast corner of the NW ¼ of said Section 2, thence West along the North line thereof 677 feet; thence South 156.5 feet, more or less, to the right of way of the Greeley Irrigation Company Canal (No. 3); thence Southeasterly along the right of way of said Canal to the East line of said NW ¼; thence North along the East line of said Northwest Quarter (NW) to the point of beginning.

Parcels A1 and A2 being more particularly described as follows: A parcel of land being comprised of portions of Parcel No. 1 and Parcel No. 2 as previously described in a deed recorded June 13, 2003 as Reception No. 3072645 of the Records of Weld County and being situate in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Two (2), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 2, as monumented by a 2.5" Aluminum Pipe with a 3.25" Aluminum Cap stamped LS22098 and 1992, and assuming the North line of the Northwest Quarter of said Section 2 as bearing South 89°26'09" West a distance of 2721.10 feet, with all other bearings contained herein relative thereto: THENCE South 89°26'09" West along the North line of the Northwest Quarter of said Section 2 a distance of 121.34 feet to the Westerly line of that parcel described in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County and to the POINT OF BEGINNING;

The next Four (4) courses are along the Westerly and Northerly lines of said parcel described in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County: THENCE South 00°24'57" West a distance of 86.76 feet; THENCE South 59°51'03" West a distance of 174.56 feet; THENCE North 72°35'49" West a distance of 338.32 feet; THENCE South 74°26'36" West a distance of 280.71 feet to the Northerly Right of Way line of the Greeley #3 Ditch as called for in said Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County; THENCE South 73°14'56" East along the Northerly Right of Way line of the Greeley #3 Ditch a distance of 211.00 feet; THENCE South 02°36'47" East a distance of 31.80 feet to the center line of the Union Colony No. 3 Ditch;

The following Four (4) courses are along the center line of the Union Colony No. 3 Ditch: THENCE North 73°14'56" West a distance of 221.54 feet; THENCE North 66°27'32" West a distance of 206.66 feet to a Point of Curvature; THENCE along the arc of a curve concave to the Northeast a distance of 82.09 feet, said curve has a Radius of 110.00 feet, a Delta of 42°45'28" and is subtended by a Chord bearing North 45°04'48" West a distance of 80.20 feet to a Point of Tangency; THENCE North 23°42'04" West a distance of 30.71 feet to the North line of the Northwest Quarter of said Section 2; THENCE North 89°26'09" East along the North line of the Northwest Quarter of said Section 2 a distance of 1012.12 feet to the POINT OF BEGINNING.

Parcel B: That portion of the following property lying north and east of the Greeley No. 3 Canal – the South Half of the Southwest Quarter (S1/2SW1/4) of Section Thirty-Five (35), Township Six North (T.6N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado.

Excepting Therefrom that parcel of land conveyed to The City of Greeley in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 and also Excepting Therefrom that parcel of land conveyed to William A. Putnam and Mary A Putnam in a Quit Claim Deed recorded March 14, 1985 as Reception No. 2001839, said parcel of land conveyed in the Quit Claim Deed subsequently becoming the most westerly portion of the Stoneybrook Subdivision Filing No. 1.

Parcels C and D: That portion of the following property lying north of F Street – a parcel of land being situate in the Southeast Quarter of the

Southwest Quarter (SE1/4SW1/4) and the West Half of the Southeast Quarter (W1/2SE1/4) of Section Thirty-Four (34), Township Six North (T.6N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows:

BEGINNING at the South Quarter Corner of said Section 34, as monumented by a #6 Rebar with a 2.5" Aluminum Cap stamped LS24670 and 1993, and assuming the South line of the Southwest Quarter of said Section 34 as bearing North 89°11'27" West a distance of 2643.49 feet, with all other bearings contained herein relative thereto: North 89°11'27" West along the South line of the Southwest Quarter of said Section 34 a distance of 850.14 feet to the Southeast Corner of that certain parcel of land described in a deed recorded May 29, 1981 as Reception No. 1859175 of the Records of Weld County;

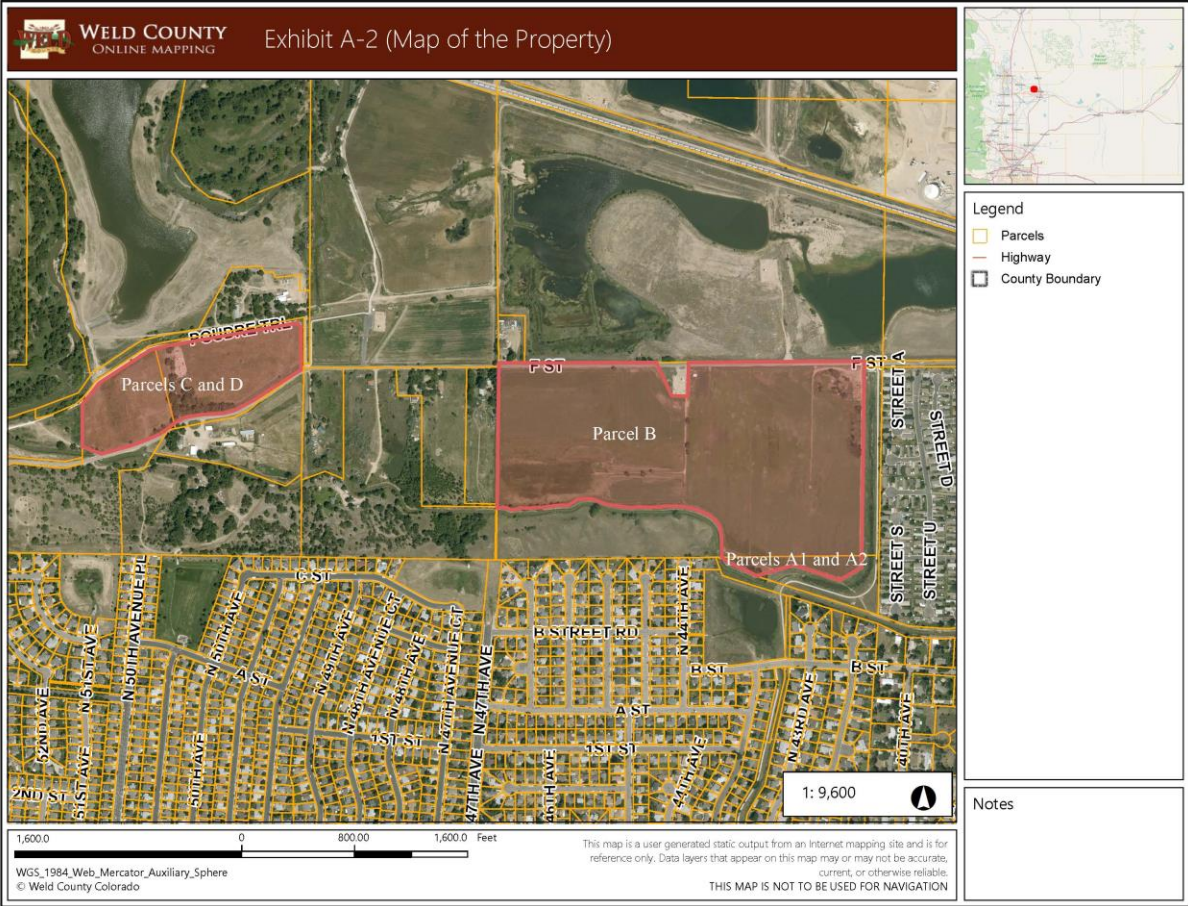
The next Five (5) courses are along the Easterly and Southerly boundary of that certain parcel of land described in a deed recorded May 29, 1981 as Reception No. 1859175 of the Records of Weld County: THENCE North 00°09'15" East a distance of 630.07 feet; THENCE North 76°09'15" East a distance of 77.28 feet; THENCE South 85°20'45" East a distance of 394.65 feet; THENCE North 75°39'15" East a distance of 106.41 feet; THENCE North 00°11'04" East a distance of 402.44 feet to the Southwest corner of that parcel of land conveyed to Weld County in a Special Warranty Deed recorded January 5, 2009 as Reception No. 3597771 of the Records of Weld County;

The next Eight (8) courses are along the Southerly boundary of said parcel of land described in said Special Warranty Deed recorded January 5, 2009 as Reception No. 3597771: THENCE North 39°47'04" East a distance of 132.37 feet; THENCE North 33°34'09" East a distance of 54.70 feet; THENCE North 58°13'04" East a distance of 96.81 feet; THENCE North 56°53'04" East a distance of 336.20 feet; THENCE North 76°22'04" East a distance of 109.79 feet; THENCE North 80°24'04" East a distance of 639.26 feet; THENCE North 79°11'04" East a distance of 308.90 feet; THENCE South 34°47'36" East a distance of 40.18 feet to the West line of said Parcel described in a Special Warranty Deed recorded January 5th/, 2009 as Reception No. 3597771; THENCE South 00°13'30" West along said West line a distance of 343.48 feet to the Northerly line of that parcel of land described in a Warranty Deed recorded September 2, 1982 as Reception No. 1902736 of the Records of Weld County;

The next Fourteen (14) courses are along the Northerly, Westerly, and Southerly boundary of said parcel of land described in said Warranty Deed recorded September 2, 1982 as Reception No. 1902736: THENCE South 56°02'18" West a distance of 428.14 feet; THENCE South 67°06'07" West a distance of 95.00 feet; THENCE South 75°46'07" West a distance of 95.00 feet; THENCE South 84°17'07" West a distance of 203.00 feet; THENCE South 80°24'07" West a distance of 102.00 feet; THENCE South 59°28'44" West a distance of 50.45 feet; THENCE South 33°17'55" West a distance of 206.69 feet; THENCE South 81°59'21" East a distance of 325.64 feet; THENCE South 79°10'44" East a distance of 106.30 feet; THENCE South 79°14'30" East a distance of 136.32 feet; THENCE South 65°19'09" East a distance of 154.87 feet; THENCE South 73°51'09" East a distance of 209.87 feet; THENCE North 85°17'08" East a distance of 58.28 feet; THENCE North 49°12'12" East a distance of 119.40 feet to the East line of the West Half of the Southeast Quarter of said Section 34; THENCE South 00°13'30" West along said East line a distance of 605.86 feet to the South line of the Southeast Quarter of said Section 34; THENCE North 89°11'21" West along the South line of the Southeast Quarter of said Section 34 a distance of 1320.39 feet to the POINT OF BEGINNING.

EXHIBIT A-2
GRAZING AND FARM LEASE AGREEMENT

Map of the Property



Water & Sewer Agenda Summary

Date: February 15, 2023

Key Staff Contact: Leah Hubbard, Water Resources Operations Manager; Sam Harshbarger, Water Resources Administrator II

Title: Outside Water Counsel Legal Report

Summary: The Attached Report has been provided by Carolyn Burr with Welborn Sullivan Meck & Tooley, P.C.

Case Number 22CW3206 is an application by the of Town of Berthoud for conditional storage rights and exchanges.

Case No. 22CW3207 is an application by the City of Dacono for conditional storage rights and exchanges.

Case No. 22CW3218 is an application by Loveland Ready-Mix Concrete, Inc. for groundwater rights and an augmentation plan for the Dunn gravel pit site located on the Big Thompson River.

Case No. 22CW3223 is an application by the Ogilvy Irrigating and Land Company and the Ogilvy Augmentation Company for a conditional storage right in the Loloff Pit located off the Ogilvy Ditch.

Case No. 22CW3224 is an application of Central GMS to change 94 shares of the Western Mutual Ditch Company.

Case No. 22CW3228 is an application by the Handy Ditch Company for junior storage right in Welch Reservoir and to make a portion of the right absolute.

All of the above-described applications are for water rights within Greeley's areas of interest and have the potential of injuring Greeley water rights.

Recommended Action: Staff and water counsel recommend authorizing filing statements of opposition in Case Numbers 22CW3206, 22CW3207, 22CW3218, 22CW3223, 22CW3224 and 22CW3228.

Recommended Motion: "I move that the Board authorize the filing of statements of opposition in Case Nos. 22CW3206, 22CW3207, 22CW3218, 22CW3223, 22CW3224 and 22CW3228, 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 February 15, 2023

Water & Sewer Agenda Summary

Date: February 15, 2023

Key Staff Contact: Cole Gustafson, Source Water Supply Manager

Title: Executive Session

Summary:

- Patterson Ditch & New Cache Irrigation Water Trade

Recommended Action: None

Attachments: None

Water & Sewer Agenda Summary

Date: February 15, 2023

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

Title:

Director's Report – February 2023

Summary:

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

1. Employee Recognition – Annual Core Value Awards
2. Overview of Utility Billing Balance Forward Issue
3. Legislative Advocacy Update

Recommended Action:

No recommended actions

Attachments:

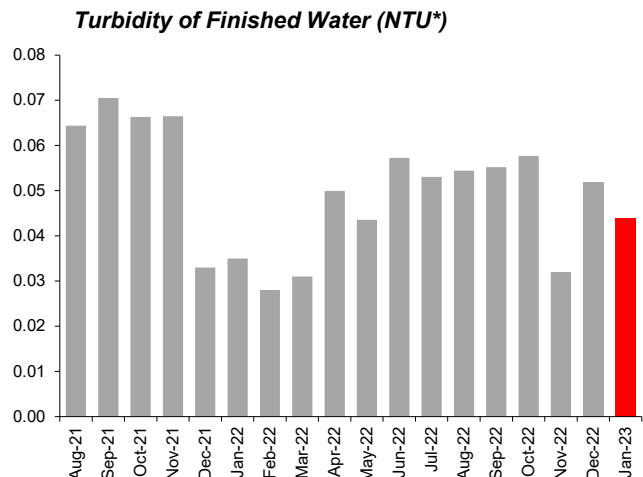
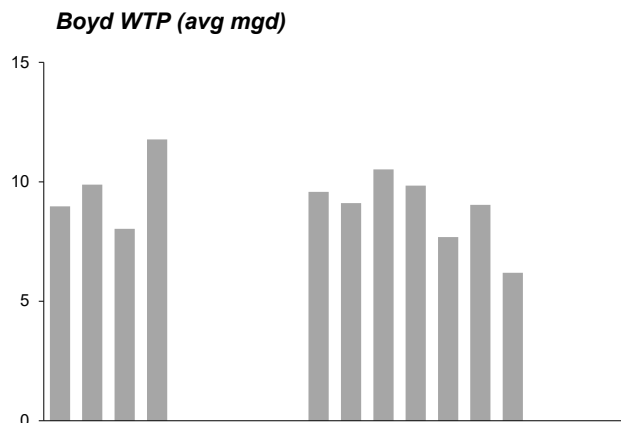
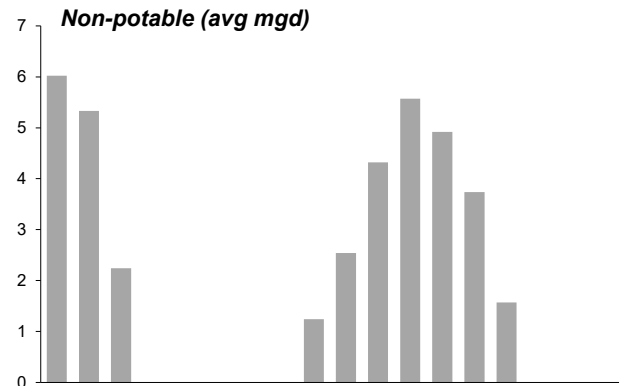
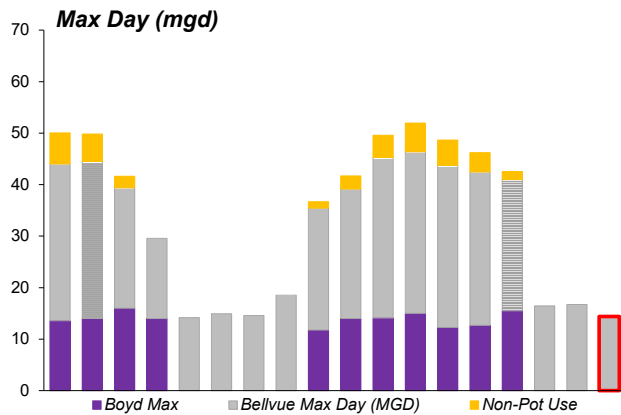
1. W&S Operations Data Charts
2. Employee Core Value Awards Recognition Summary
3. 76 Group Governmental Affairs Team
4. Colorado Water Congress – State Affairs and Federal Affairs Info
 - a. State Affairs Colorado Legislation Bill Tracking Sheet
 - b. Federal Affairs Committee Overview

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 platte 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.



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).

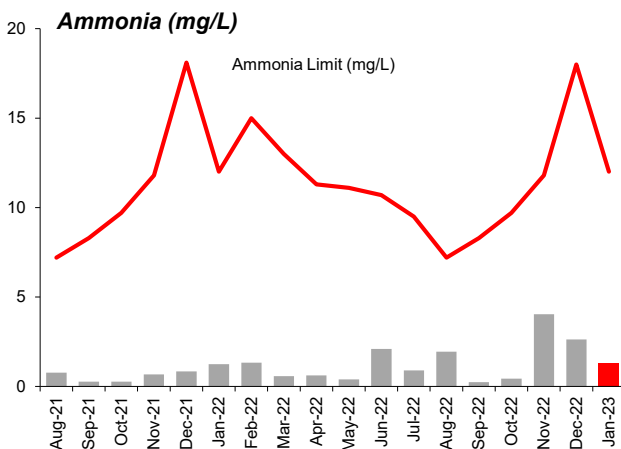
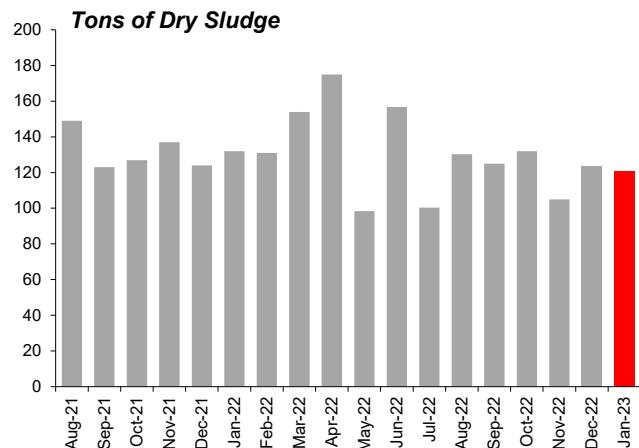
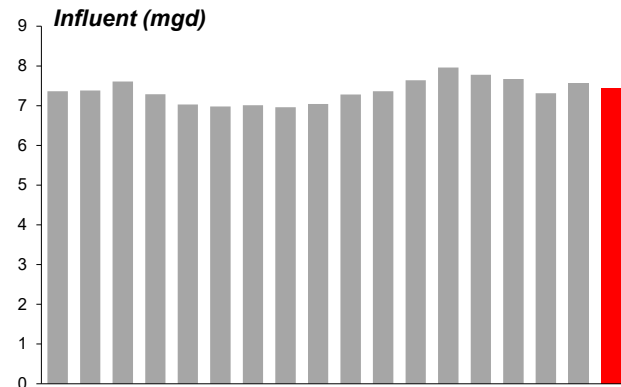
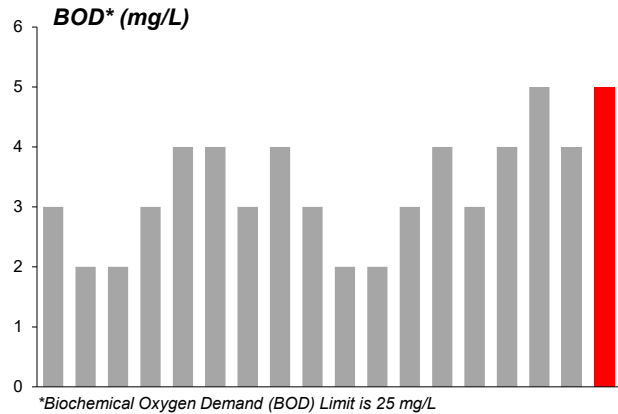
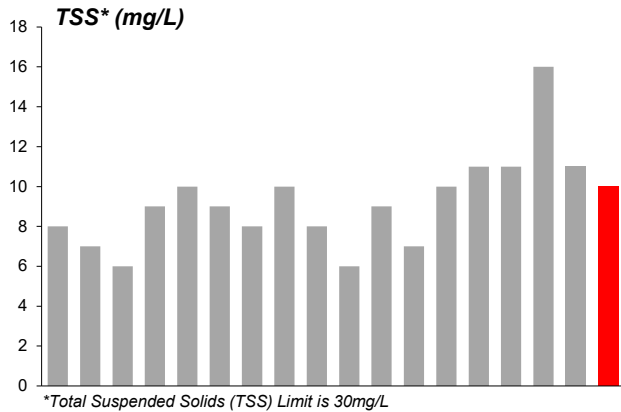


Wastewater Treatment

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.



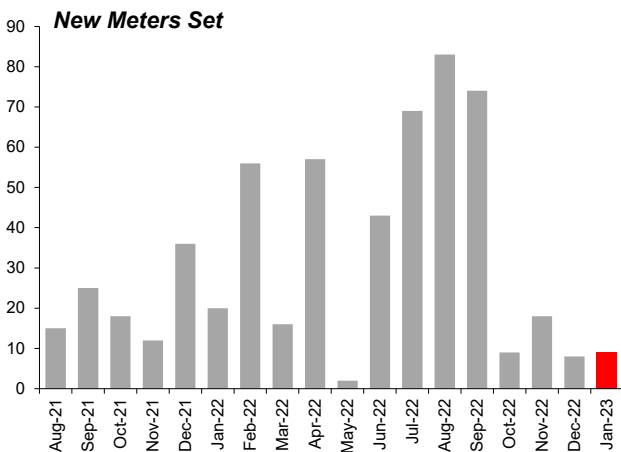
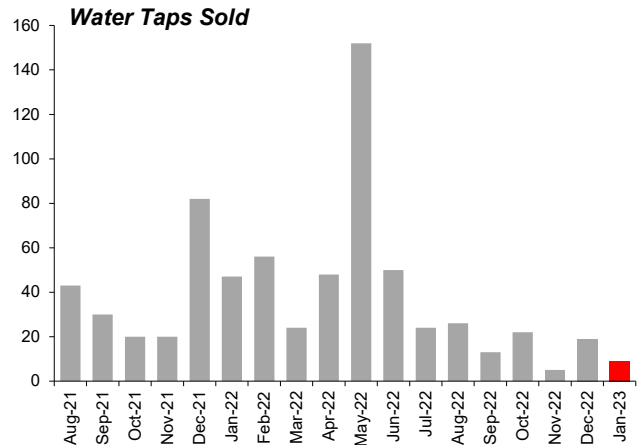
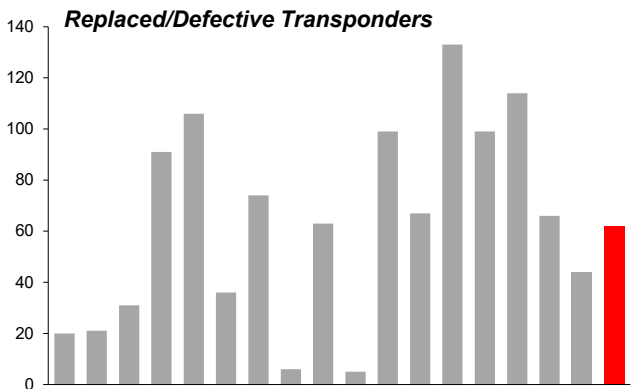
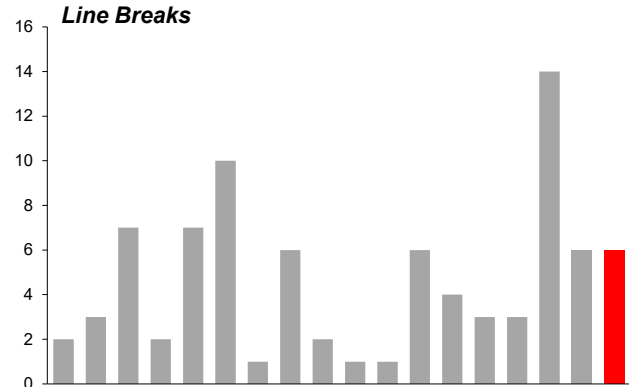
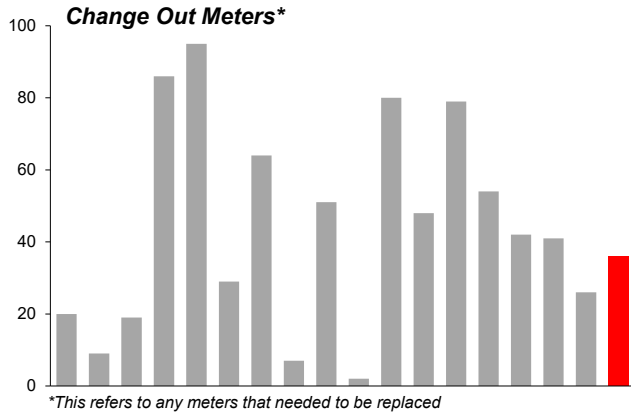
Water Distribution

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.

Note: the red column indicates the current month.



Wastewater Collection

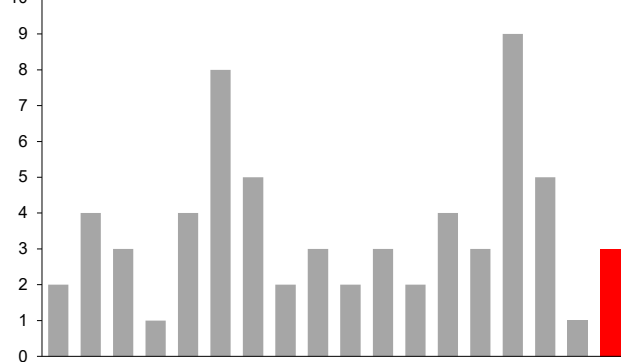
The mission of the Wastewater Collection Division of the Water and Sewer Department is to protect community health by transporting wastewater away from homes and businesses. This includes respecting property values and public safety by reducing the frequency of blockages in the sanitary sewer lines.

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.

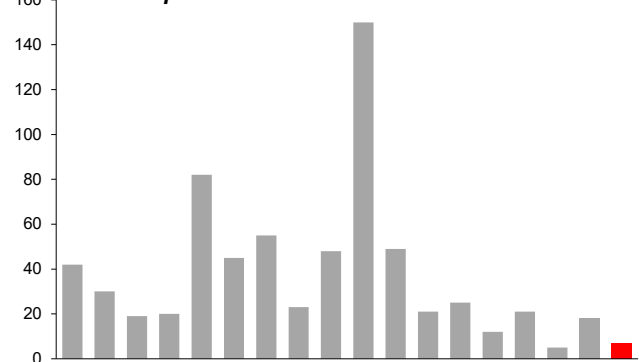
The wastewater collection system dates back to 1889. At the end of 2017, the system had a total of 364.8 miles of line and 10 sewage pumping stations. The sewer service area is approximately 51 square miles. Over the last 10 years, the system has grown by 17 miles.

Note: the red column indicates the current month.

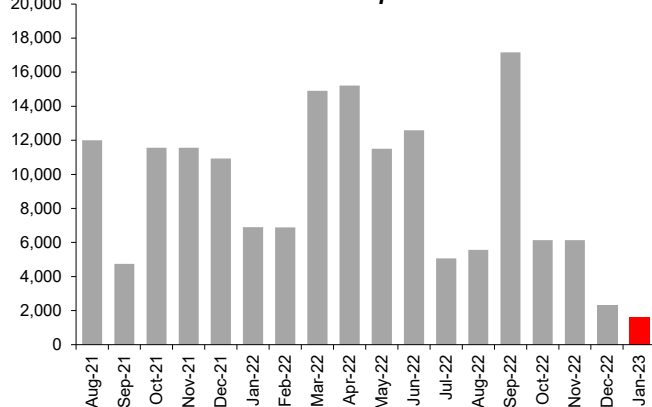
No. Calls*



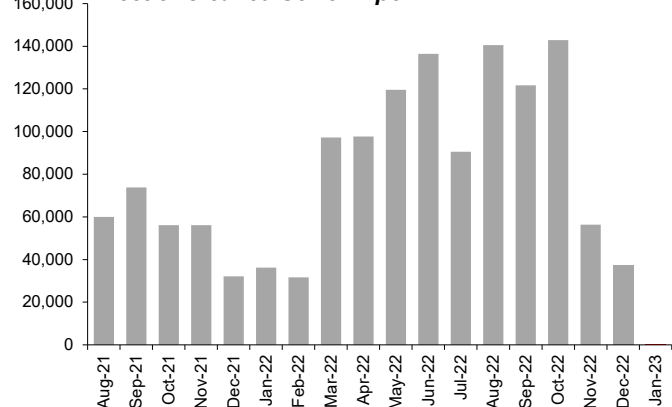
Sewer Taps Sold



Feet of Televised Sewer Pipe



Feet of Cleaned Sewer Pipe

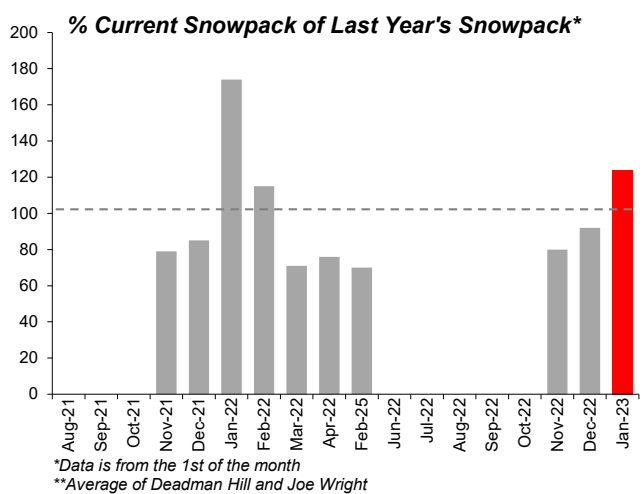
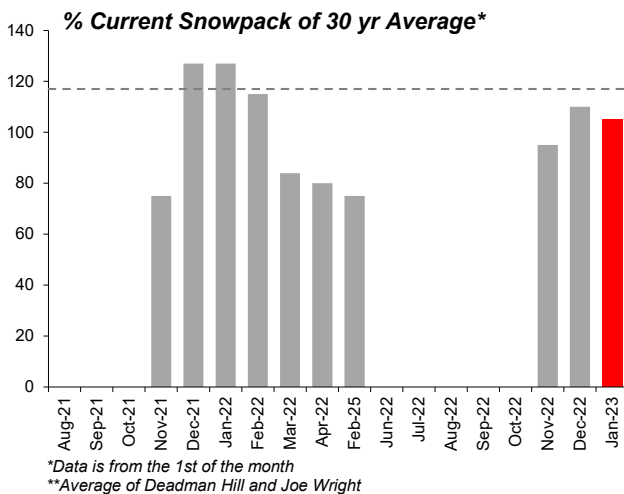
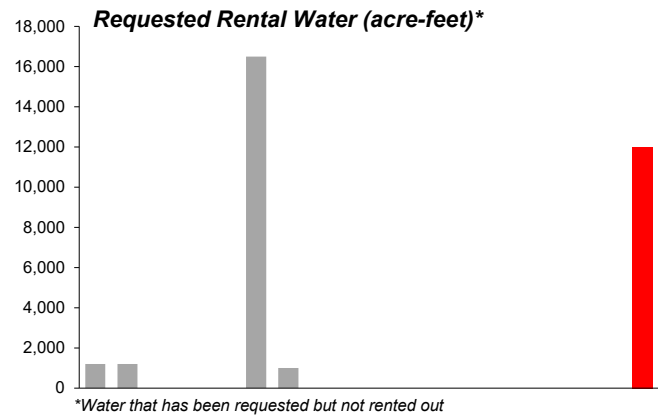
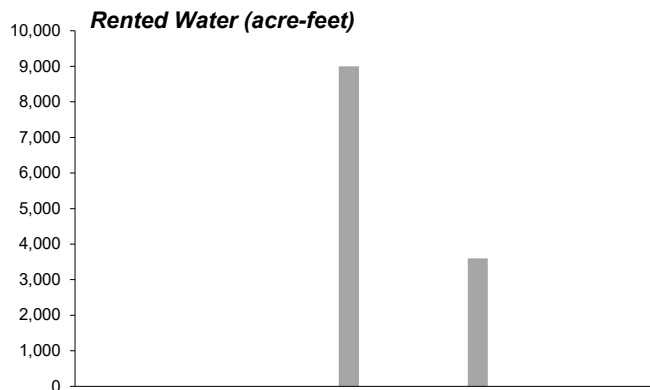
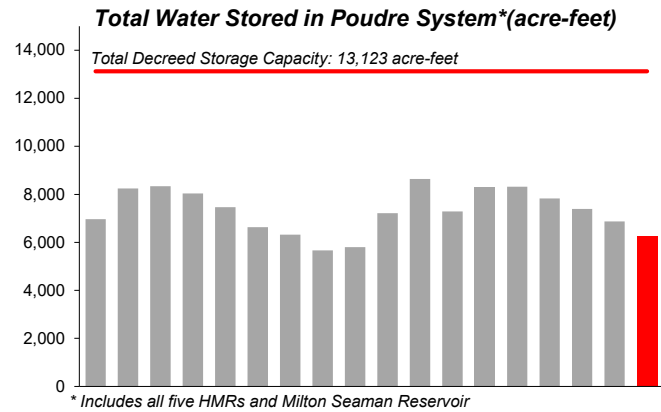
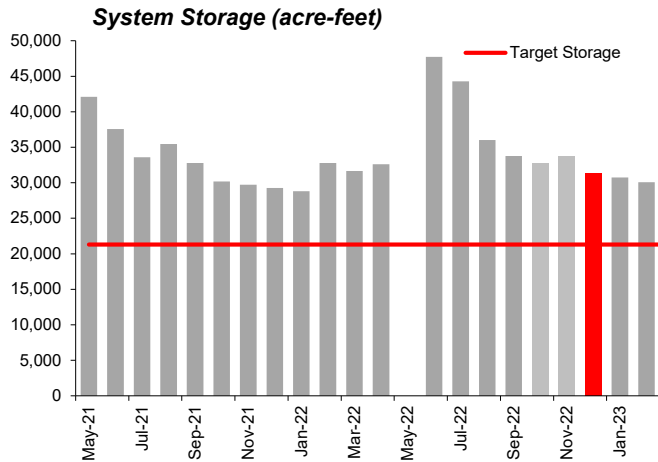


Water Resources

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.

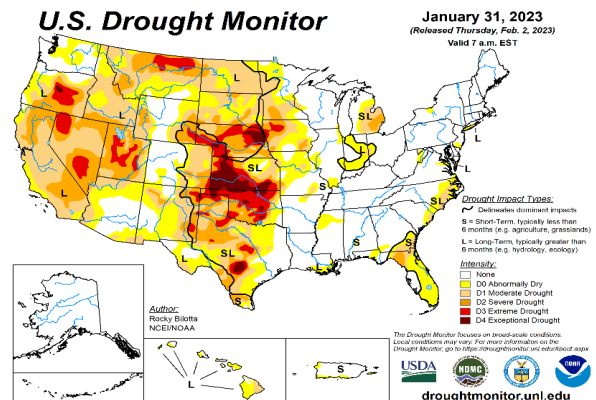
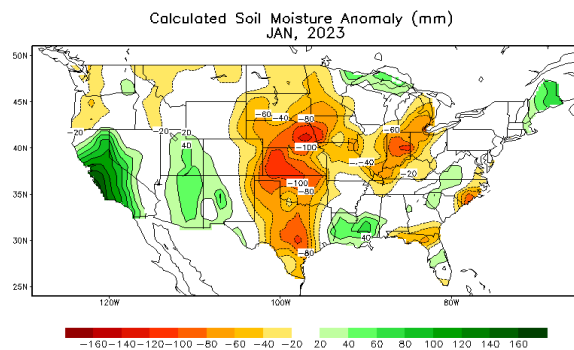
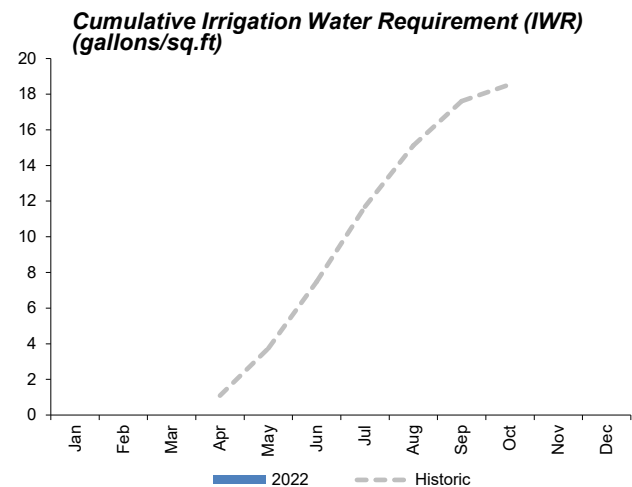
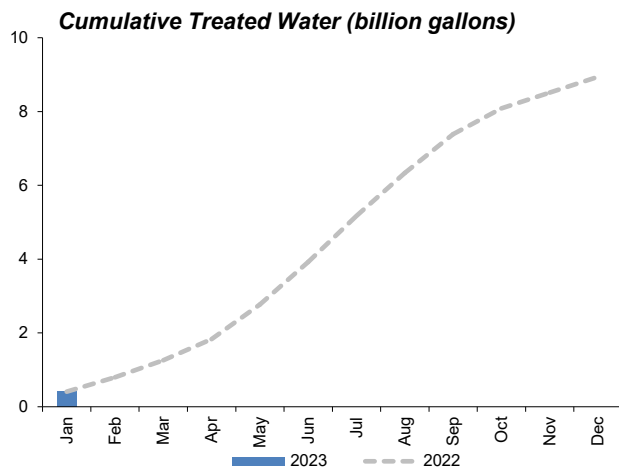
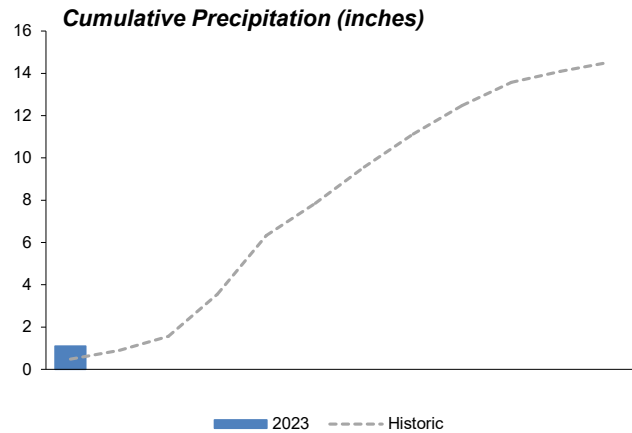
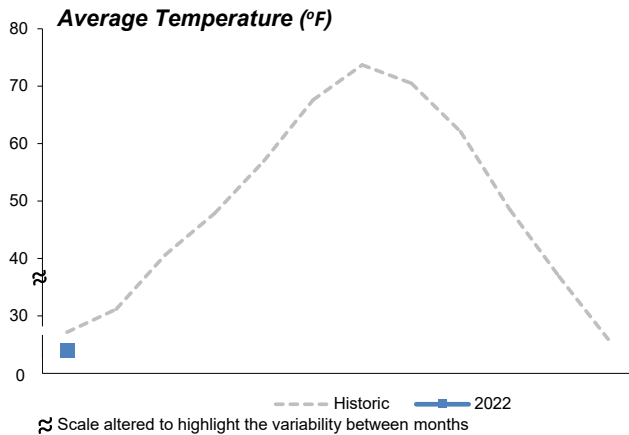
Note: the red column indicates the current month.



Treated Water and Weather Data

January was a cold month with an average temperature of 24°F.

Greeley received 1.1 inches of precipitation in January, this is more than double the historical average for this month.



W&S Department Recognizes Employees

by Administrator | Feb 7, 2023 | Employee News, Featured

The Greeley Water & Sewer Department celebrated its successes in 2022 at its annual Employee



PICTURED: (left to right) Tony Braun, Tyler Eldridge, Nathan VonFeldt, Brooke Peterson, Virgil Pierce, Patrick Turn, and Joe Meilinger

e Recognition and Awards luncheon at the Island Grove Events Center. Award recipients heard stories of their departmental accomplishments as well as the excellent service they provide to our customers. There were many nominations for the departmental awards named after the City of Greeley's core value system.

WD Farr Award

- Tony Braun (Collections and Asset Management)

Resiliency

- Brandon Velenciano (Distribution/Construction Projects)
- Joe Meilinger (Meter Shop)

Accountability

- Steve Hettinger (Wastewater Treatment and Reclamation Facility (WTRF) Operations)
- Kyle McCarty (Transmission/Distribution)

Applied Wisdom

- Garry Hopp (Distribution)
- Chris Harris (Water Treatment—Bellvue Water Treatment Plant)

Excellence

- Nathan VonFeldt (Non-potable water)
- Leeland Vieyra (Distribution)

Stewardship

- Tyler Eldridge (WTRF data management/Interim Manager)
- Virgil Pierce (Utility Rates and Finance)

Principled Relationships

- Patrick Turn (Asset Management)
- Cole Gustafson (Sourcewater)
- Brooke Peterson (Locates)

– *Submitted by Cory Channell*

Share Employee News

Know of an employee deserving of recognition? Send C&E an [email](#) with



Sean Chambers, Director of Water & Sewer, speaks to employees at the department's annual employee recognition and awards ceremony Feb. 1 at Island Grove Events Center. Adam Prior, Chief Engineer for the city, far left, and Erik Dial, Deputy Director of Utility Finance and Customer Service, listen as they prepare to hand out awards.





YOUR TEAM

We are committed to having 4 people from the 76 Group to advocate on your behalf. We have a full-time presence and full-service lobby team. We all have different areas of expertise and relationships that will add value to your account.



With deep political roots in Colorado, Ellie specializes in taking on the firm's toughest clients. Prior to joining the 76 Group, Ellie led the Western Region for Waste Management, using her lobbying skills to foster its agenda with communities, public, governmental and regulatory authorities across six different states.

Ellie is also a Board Member at Ready Colorado, a nonprofit organization focused on improving Colorado's education system by focusing on the needs of students and families. Ellie is an advisory board member and graduate of the Leadership Program of the Rockies. She is also a former

Fox News contributor and has appeared several times on MSNBC, and CBS among other outlets.



Jake Zambrano is a Principal at the 76 Group. Jake has specialized in state government relations, public affairs, grassroots advocacy, and political campaign management for over 20 years. He has represented a number of clients at the Colorado General Assembly including Colorado Mesa University, Medtronic, Boehringer – Ingelheim, Extraction Oil and Gas, Common Sense Institute and Teladoc to name a few. Prior to joining 76 Group, Jake was a senior manager with two other firms specializing in lobbying, project management, campaign development and government affairs. His government experience saw him as the Director of Government Affairs for the Colorado Department of Higher Education, and he served previously as the Director of Operations for former

Colorado Governor Bill Owens. Over the years, he has also managed governor, congressional, mayoral, and state legislative campaigns across the Rocky Mountain West. Jake serves as an Arapahoe County Commissioners appointee to the board of directors to the Scientific and Cultural Facilities District. He also recently served on the University of Colorado Presidential Selection Committee as a Regent appointee.

CONFIDENTIAL

76 Group

7600 E Eastman Avenue, Suite 405, Denver, CO, 80231 | 720-420-4250, info@76.group



Mike King is recognized as a leader in Natural Resources in Colorado. Mike served as the Executive Director of the Colorado Department of Natural Resources under Governors Ritter and Hickenlooper before serving most recently as the Chief External Affairs Officer at Denver Water, managing their external communications and brand management. Mike also served as an Assistant Attorney General in Colorado prior to embarking on his career managing Colorado's natural resources.

Mike's comprehensive knowledge of natural resource policy and regulations acquired over 25 years of managing Colorado's natural resources puts him at the forefront of resolving complex political and policy challenges. Mike also brings extensive experience in crisis communications management and an in depth understanding of state and federal environmental laws.



Matthew La Crue is Vice President of Government Affairs. Matthew specializes in state and local government affairs and has over a decade of experience representing clients nationally and locally. Matthew has extensive experience and knowledge in crafting and lobbying on policy related to local governments, education, finance, judicial, law enforcement, transportation, healthcare, energy, insurance, aerospace and telecommunications.

Matthew has a proven track record of navigating clients through the process, securing engagements that provide new opportunities and creating public-private partnerships. Matthew's experience allows him to also manage communications, community outreach and crisis management for clients on high-level projects. Before joining the 76 Group, Matt was the Managing Director of Government Affairs at Dentons, the world's largest global law firm.

Prior to joining the private sector, Matthew served as the Legislative Aide to the Colorado State Legislature. As a Legislative Aide, Matthew was responsible for managing the office of the Assistant Majority Leader to the Democratic Caucus. While working in Colorado's House of Representatives, Matthew advised on numerous bills that were ultimately signed into law by former Governor John Hickenlooper.

Matthew continues to stay involved in his community. He serves as a leader with the Rocky Mountain Partnership and is a board member of Foster Source Colorado.

Colorado Water Congress

2023 Bill Status Sheet

Bill No.	Short Title	CWC Position	Introduced	1st Committee	2nd Committee	2nd Reading	3rd Reading	Introduced	1st Committee	2nd Reading	3rd Reading	First House Repass	Conference Committee	Governor
HB23-1010	Task Force on High-Altitude Water Storage		9-Jan	1/23 Ag										
HB23-1018	Timber Industry Incentives	30-Jan	9-Jan	2/6 Ag										
HB23-1023	Special District Construction Contract	23-Jan	9-Jan	2/7 TLG										
HB23-1065	Local Government Independent Ethics Commission		19-Jan	2/7 LG										
HB23-1125	Modernize Process to Obtain Water Well Information	6-Feb	30-Jan	1/13 Ag										
HB23-1152	Prohibit Foreign Ownership Agricultural and Natural Resources		31-Jan											
SB23-005	Forestry and Wildfire Mitigation Workforce	30-Jan	9-Jan	1/26 Ag	Ap									
SB23-010	Water Resources and Agriculture Review Committee	23-Jan	9-Jan	1/26 Ag		31-Jan	1-Feb	1-Feb	Ag					
SB23-032	Wildfire Detection Technology Pilot Program		10-Jan	1/26 Ag	Ap									

Bill No.	Short Title	CWC Position	Introduced	1st Committee	2nd Committee	2nd Reading	3rd Reading	Introduced	1st Committee	2nd Reading	3rd Reading	First House Repass	Conference Committee	Governor
SB23-053	Restrict Governmental Nondisclosure Agreements		17-Jan	2/9 SVMA										
SB23-057	Country Treasurer No Longer Ex Officio District Treasurer		17-Jan	2/14 LG										
SB23-059	State Parks and Wildlife Area Local Access		19-Jan	2/9 Ag/F										
SB23-103	Update Colorado Recreational Use Statute		31-Jan	J										
HJR23-1007	Water Projects Eligibility Lists	23-Jan	12-Jan	1/23 Ag			25-Jan	27-Jan	Ag					

BILL STATUS	ABBREVIATIONS
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Bill scheduled for action at next SA meeting (yellow)	Ag = Agriculture, Livestock & Water
Bill not calendared (no fill)	Ap = Appropriations Committee
Bill Passed, date of action (green)	BLEW = Business, Labor, Economic and Workforce Development Committee
Bill no longer active (gray)	CC = Conference Committee
Bill did not go to second committee or no action required (black)	F = Finance Committee
CWC POSITION	HIE= Health, Insurance, and Environment
Bill scheduled for activity in CWC State Affairs (yellow)	J = Judiciary
Support (green)	TLG = Transportation & Local Government
Oppose (orange)	SVMA = State, Veterans, and Military Affairs Committee
Amend (blue)	EE = Energy & Environment
Monitor, Neutral, No Position	UA = Upon Adjournment
No Motions Made	UR = Upon Recess
	Ag = Agriculture and Natural Resources Committee
	CD = Capital Development
	TE = Transportation & Energy

TE = Transportation & Energy
E = Education
BAL = Business Affairs & Labor
PBHHS = Public & Behavioral Health & Human Services

Federal Affairs Committee



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The Colorado Water Congress Federal Affairs Committee directs organizational efforts on a national level.

Comprised of 50+ members, the Federal Affairs Committee monitors federal legislation concerning the conservation, protection, and development of Western water resources. The committee meets the first Friday of each month to work on Federal water legislation.

Along with many western partner states and organizations, the CWC Federal Affairs Committee plays an active role in the **National Water Resources Association** (NWRA). This coalition presents a united front for federal protection of and proper attention to Western water.

Each year in late March or early April, the Federal Affairs Committee travels to D.C. to brief Colorado's Congressional Delegation on key water issues. CWC's national recognition is strengthened by opportunities for committee members to network with legislative staff. Click on a committee member's picture for more information.

Leadership



Andy Colosimo, Chair



Christine Arbogast, Vice Chair

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PO Box 181398 | Denver, Colorado 80218

Tel 303-837-0812