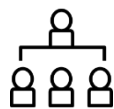


Water and Sewer Board

Regular Meeting

City Council Chambers – City Center South
1001 11th Avenue – Greeley, Colorado
December 14, 2022 at 2:00 p.m.



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



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



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



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

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

IMPORTANT – PLEASE NOTE

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

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

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





Water & Sewer Board Meeting

December 14, 2022 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

Consent Agenda

The Consent Agenda is a meeting management tool to allow the Board to handle several routine items with one action.

The Board or staff may request an item to be “pulled” off the Consent Agenda and considered separately under the next agenda item in the order they were listed.

4. Approval of First Amendment to CPRW Professional Services Agreement

5. Approval of First Amendment to CPRW Second Reimbursement Agreement

End of Consent Agenda

6. Pulled Consent Agenda Items

7. Welcome New Employees and Promotions

8. Approve 2023 Board Meeting Dates

9. 2023 Rate and Fees Resolution

10. Integrated Water Resource Plan (IWRP) - Update

- [11.](#) Terry Ranch Infrastructure Project Update
- [12.](#) EPA Lead and Copper Rule Revisions Update
- [13.](#) Legal Report
- [14.](#) Director's Report
15. Such Other Business That May Be Brought Before the Board Added to This Agenda by Motion of the Board.
16. 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 November 16th, 2022
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:00 p.m. on Wednesday, November 16, 2022.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Cheri Witt-Brown, Tony Miller, Joseph Murphy, Deputy City Manager Don Tripp on behalf of City Manager Raymond Lee, and Finance Director John Karner

Water and Sewer Department staff:

Director Sean Chambers, Deputy Director Ty Bereskie, Utility Finance Manager Erik Dial, Deputy Director Operations Nina Cudahy, Chief Engineer Adam Prior, Water Resources Administrator II Alex Tennant, Water Resources Administrator III Cole Gustafson, Senior Administrative Assistant Crystal Sanchez, Interim Office Manager Gigi Allen, Water Resource Operations Manager Leah Hubbard, Water Conservation Manager Dena Egenhoff, Water Resource Administrator II Sam Harshbarger, Water Resource Planning Manager Kelen Dowdy joined virtually

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:

Emeritus Robert Ruyle and Neil Stewart from Stantec

2. Approval of Minutes

Mr. Miller made a motion, seconded by Mr. Otis, to approve the October 19, 2022 Water and Sewer Board meeting minutes. The motion carried 6-0.

3. Approval of the Agenda

There were no changes to the agenda

4. Welcome New Employees and Promotions

Mr. Chambers provided an introduction of new Water and Sewer Department employees starting this month.

5. November Water Supply Update

Alex Tennant provided an update on the current water supply, weather forecast, drought forecast and agricultural rental summary.

Alex Tennant left the meeting at 2:37 pm

6. Update on Section 6 – Landscape and Irrigation Criteria

Dena Egenhoff discussed how The City of Greeley Water and Sewer Department is updating the current engineering design criteria from 2008 with new standards to accommodate new technologies, techniques, and materials. The City of Greeley is growing rapidly and updating the design standards will assist in development and ensure quality utility infrastructure into the future. This will encapsulate land use to embrace long-term water conservation. Sections 1-6 of the updated design criteria for the potable water distribution, sanitary sewer collection, non-potable irrigation system, and landscape & irrigation will guide developers and engineers in expanding and connecting to the City's utilities.

The Water and Sewer Department has worked diligently to coordinate with other internal departments including Planning and Zoning, Engineering Development Review, Culture, Parks, and Recreation, and Forestry for consistency within Section 6. Public outreach and engagement started with a presentation and discussion with the Builders, Realtors, & Developer group in July of 2021 and continued until November 2022. We have received comments and questions from engineers, developers, designers, and specific industry focused professionals such as landscape and irrigation specialists.

After review and input from the Planning Commission in March and November of 2022, and meetings with Planning and Zoning and Engineering Development Review, minor changes will be incorporated including:

- Soil amendments
- Mulch
- Removal of minor details from these criteria to checklists used during pre-planning sessions and engineering development reviews
- Adding specification on irrigation equipment

Minor clarifications and reference materials updates.

7. Integrated Water Resources Plan update: Terry Ranch Integration

Kelen Dowdy and Neil Stewart, consultant from Stantec went over how the IWRP process will evaluate Greeley's long-term water supply sustainability, develop a road map to buildout and identify near-term CIP components. As part of the process, the team identified three planning horizons to plan for: 1) a near-term planning horizon, 2) When is Terry Ranch Required, and 3) Terry Ranch fully integrated at buildout. This presentation outlines key components of the Terry Ranch integration process including a project overview and a definition of sustainable use. Next steps in the project will include an analysis to determine the sustainability of Terry Ranch within each planning scenario and what projects may support Greeley's system with Terry Ranch online.

Cory Channell joined the meeting at 3:07 pm

Kelen Dowdy left the meeting at 3:14 pm

Neil Stewart from Stantec left the meeting at 3:15 pm

8. Approve Third Amendment to Mining, Construction and Reclamation Project

Adam Prior discussed that the City entered into an agreement with Hall-Irwin on May 10, 2011 to mine Pond B at Poudre Ponds. The term of the agreement is 15 years. The Water & Sewer Board previously approved the first amendment, on or about October 16, 2012, to acknowledge changes in project timing and work already performed, and the second amendment, on September 16, 2015, to amend the royalty provisions. The purpose of this 3rd amendment is to require mining of additional material based on a revised grading plan that will increase the storage volume and grading the pond walls to their final design slopes. Completing this work will allow the City to utilize Pond B for storage. This work will be completed at no cost to the City in exchange for Hall-Irwin not having to pay royalties to the City. The term of the amended contract is three years.

Vice Chairman Todd moved that the Board approve the Third Amendment to Mining, Construction and Reclamation Project. Mr. Murphy seconded the motion. The motion carried 6-0.

9. Amendment to PRPA Purchase and Sale Agreement

Cole Gustafson and James Noble presented a request to authorize an amendment to an agreement to purchase water rights from the Platte River Power Authority ("PRPA"). Mr. Gustafson explained that on August 17, 2022, the Water and Sewer Board authorized the Purchase and Sale Agreement—Water Rights, between PRPA and Greeley. The terms of the agreement are for Greeley to lease C-BT water to PRPA through 2030 in exchange for the conveyance of the Rawhide Pipeline Water Rights from PRPA to Greeley. The

agreement also includes a short-term lease back of the Rawhide Pipeline Water Rights to PRPA.

During the course of Greeley's diligence review, staff determined that an additional water right, the Rawhide Reservoir Right, was integral to the historical use and operation of the Rawhide Pipeline Water Rights. Greeley desires to acquire the Rawhide Reservoir Water Right in addition to the Rawhide Pipeline Water Rights so that Greeley can maximize the yield of the water rights and is working with PRPA to amend the contract. Due to timing constraints, Staff is seeking the authority to amend the agreement in order to add the Rawhide Reservoir Water Right to the description of the defined term "Water Rights," so that it is conveyed to Greeley along with the Rawhide Pipeline Water Rights.

Vice Chairman Todd moved that the Board delegate authority to the Director of Water and Sewer or his designee to (1) prepare and enter into an amendment to the Purchase and Sale Agreement between Greeley and Platte River Power Authority, that provides for a revised description of the water rights to include the Rawhide Reservoir water right, (2) to make other minor amendments to the agreement, including but not limited to, changes to contract deadlines and (3) to undertake all necessary and appropriate action to close on the purchase and sale of the water rights. Mr. Otis seconded the motion. The motion carried 6-0.

10. Executive Session

No Executive Session was held.

11. Legal Report

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

12. Director's Report

Mr. Chambers provided a summary overview of several items of Board interest:

1. Follow up to NCWCD Fall Symposium – November 15th
2. NGWA Award for Terry Ranch diligence and engineering – December Awards
 - a. The Water Report - Colorado Municipal Water Supply Evolution
3. Colorado River Water Users Association (CRWUA) annual meeting Dec. 14 – 16.
 - a. CRWUA Annual Report attached
 - b. More info on CRWUA and Colorado River policy at:
<https://www.crwua.org/blog-2022.html>

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

There were no additional items brought before the Board and added to the agenda.

14. Adjournment

Chairman Evans adjourned the meeting at 3:43 p.m.

Harold Evans, Chairman

Raymond Lee, Board Secretary

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: Cole Gustafson, Source Water Supply Manager

Title: Approval of First Amendment to CPRW Professional Services Agreement

Summary:

Greeley and the Coalition for the Poudre River Watershed (CPRW) are actively working with other stakeholder partners throughout the affected region to coordinate efforts in response to the Cameron Peak Fire, in part to ensure that available grant funding obtained is used efficiently and effectively to mitigate and rehabilitate the impacts of the Fire. To achieve this, in Greeley with Water & Sewer Board approval entered into a Professional Services agreement with CPRW in August of 2021 to partially fund and co-coordinate a post-fire recovery project manager position.

When the agreement was first executed, the budget only included \$23,000/year which did not include the following that Greeley agreed upon: Benefits SIMPLE match (\$3,000/ 2 years), office and personnel support including materials & equipment (~\$3,580/2 years), mileage (\$3,630/2 years) and 10% indirect for CPRW.

In December 2021, CPRW and Greeley agreed that they would increase the yearly payment for the Post-Fire Program Manager to \$35,000/year for the remaining 4 years of the agreement to cover a portion of the Program Manager's salary, simple match, office/personnel support, and mileage. However, creating an amendment to the agreement was overlooked until Fall 2022.

Recommended Action:

Staff recommends that the Water and Sewer Board approve the First Amendment to the CPRW Professional Services Agreement and delegate authority to staff to make minor amendments to the agreement.

Recommended Motion:

"I move that Board approve the First Amendment to the Cameron Peak Wildfire Project Management Professional Services Agreement with CPRW in the form enclosed, and delegate authority to the Director of Water and Sewer to approve minor amendments to the agreement, provided the material substance remains unchanged."

Attachments:

First Amendment to CPRW Professional Services Agreement
CPRW Professional Services Agreement

First Amendment to Professional Services Agreement with Coalition for the Poudre River Watershed



Coalition for the Poudre River Watershed (CPRW)

- Non-profit that formed after the 2012 High Park Fire
- Mission “To improve & maintain the ecological health of the Poudre River Watershed through community collaboration.”
- Leading the coordination of the Cameron Peak Fire Recovery Effort



Terms of Agreement

- Work is co-directed by Greeley and Fort Collins
- PM will lead the oversight, coordination and management of post-fire recovery projects
 - Manage EWP work
 - Coordinate non-EWP work
 - Coordinate with partners and stakeholders
 - Fundraising and fund management
 - Community/landowner outreach



Amendment

- Increases annually from \$23,000/year to \$35,000/year through 2025
- Will cover Project Manager's salary, simple match, office/personnel support and mileage



Questions?



**FIRST AMENDMENT TO CAMERON PEAK WILDFIRE
PROJECT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT**

This FIRST AMENDMENT TO CAMERON PEAK WILDFIRE PROJECT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is entered into this ___ day of **December** 2022 by the Coalition for the Poudre River Watershed (“CPRW”), a Colorado registered non-profit corporation, and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“City” or “Greeley”).

Recitals

A. CPRW and Greeley previously entered into that certain Cameron Peak Wildfire Project Management Professional Services Agreement dated August 18, 2021, for CPRW to perform project management services associated with the coordinated mitigation and rehabilitation activities in response to the 2020 Cameron Peak Fire, as is contemplated by and more particularly described in paragraph 8 of the referenced Cameron Peak Rehabilitation IGA dated April 29, 2021 (the “Professional Services Agreement”).

B. To facilitate the completion of the Scope of Work, CPRW and Greeley wish to amend certain terms of the Professional Services Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations stated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment.** Section 2 (Payment for Project Management Services) is amended by replacing Paragraph 2.1 in its entirety with the following:

2.1 Payment for Project Management Services. The City shall pay CPRW for services satisfactorily performed, in an amount not to exceed one hundred and seventy-five thousand dollars (\$175,000.00). CPRW will bill the City on an annual basis for services to be rendered in the following year and allowable costs and expenses incurred in the prior year toward the completion of the Scope of Work. The amounts billed shall include an annual amount of thirty-five thousand dollars (\$35,000.00) for services to be rendered in the following calendar year. CPRW shall submit a Request for Payment for allowable costs and expenses for services rendered in the prior calendar year. CPRW shall track expenditures and inform the City of any reasonably anticipated cost overrun prior to completing work that would exceed the maximum Agreement sum. The City may choose to increase the budget for the work using a mutually acceptable amendment to this Agreement or it may choose not to increase the budget and terminate the work accordingly. Invoices received from CPRW pursuant to this Agreement will be reviewed by the Greeley Representative for conformity with the Agreement and, if approved, sent to the Finance Department for payment. Payment by the City for services performed by CPRW under this Agreement from resources attributable to grant funding, including, without limitation, from

the NRCS Emergency Watershed Protection Program, is subject to the terms and conditions of the grant award.

2. **Remaining Terms in Full Force and Effect.** Except as explicitly modified by this First Amendment, the terms and conditions of the Professional Services Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City of Greeley and Coalition for the Poudre River Watershed have executed this Cameron Peak Wildfire Project Management Professional Services Agreement as of the date first set forth above.

COALITION FOR THE POUDRE RIVER WATERSHED,
a Colorado nonprofit corporation

By: Hally Strevy
Hally Strevy, Executive Director

Date: 12/7/2022

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

By: _____
City Manager

Date: _____

Approved as to Legal Form:

By: _____
City Attorney's Office

As to Availability of Funds:

By: _____
Director of Finance

CAMERON PEAK WILDFIRE
PROJECT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

This CAMERON PEAK WILDFIRE PROJECT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 18 day of August 2021 ("Effective Date"), by and between COALITION FOR THE POUDDRE RIVER WATERSHED, a Colorado nonprofit corporation ("CPRW") and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation acting by and through its Water Enterprise ("City" or "Greeley").

Recitals

WHEREAS, the 2020 Cameron Peak Fire burned over 200,000 acres in the watersheds of the Cache la Poudre and Big Thompson Rivers, including acreage upon both public and private properties, and caused severe impacts to public infrastructure serving properties throughout Larimer and Weld Counties, including, without limitation, water supply infrastructure; and

WHEREAS, Greeley and CPRW are actively working with other stakeholder partners throughout the affected region to coordinate efforts in response to the Cameron Peak Fire, in part to ensure that available grant funding obtained is used efficiently and effectively to mitigate and rehabilitate the impacts of the Fire; and

WHEREAS, to that end, Greeley entered into that certain Intergovernmental Agreement regarding Rehabilitation Work for the Cameron Peak Fire with the City of Fort Collins and Larimer County, dated April 29, 2021 and attached hereto as Exhibit A ("Cameron Peak Rehabilitation IGA"); and

WHEREAS, Greeley desires to retain CPRW to perform project management services associated with the coordinated mitigation and rehabilitation activities in response to the Cameron Peak Fire, as is contemplated by and more particularly described in paragraph 8 of the Cameron Peak Rehabilitation IGA;

WHEREAS, Greeley and CPRW have reached an understanding regarding the terms and conditions by which CPRW will provide such project management services, and desire to reduce that understanding to writing; and

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Greeley and CPRW agree as follows.

Agreement

1. **Term of Agreement.** The term of this Agreement commences upon its mutual execution by Greeley and CPRW, and expires after a period of five (5) years.

2. **CPRW Project Management Services.** CPRW hereby agrees to provide project management services for wildfire mitigation and rehabilitation activities to Greeley, as contemplated by paragraph 8 of the Cameron Peak Rehabilitation IGA, and in accordance with the scope of services attached hereto as Exhibit B ("Scope of Work"). The project management services provided by CPRW shall be under the direction of the individual (or individuals) designated by the Director of Water and Sewer to act as the City's representative during the performance of this Agreement ("Greeley Representative"). The Greeley Representative will be the primary point of contact for CPRW for purposes of this Agreement, and will provide CPRW all necessary technical information related to the project management services required by this Agreement. The Greeley Representative will remain available to CPRW as necessary and appropriate, and to refine strategy as circumstances require.

2.1 Payment for Project Management Services. The City shall pay CPRW for services satisfactorily performed, based on sum not to exceed one hundred and fifteen thousand dollars (\$115,000.00). CPRW will bill the City on an annual basis for services to be rendered in the following year and allowable costs and expenses incurred in the prior year toward the completion of the Scope of Work described on Exhibit B. The amounts billed shall include an annual amount of twenty-three thousand dollars (\$23,000.00) for services to be rendered in the following calendar year. CPRW shall submit a Request for Payment for allowable costs and expenses for services rendered in the prior calendar year. CPRW shall track expenditures and inform the City of any reasonably anticipated cost overrun prior to completing work that would exceed the maximum Agreement sum. The City may choose to increase the budget for the work using a mutually acceptable amendment to this Agreement or it may choose not to increase the budget and terminate the work accordingly. Invoices received from CPRW pursuant to this Agreement will be reviewed by the Greeley Representative for conformity with the Agreement and, if approved, sent to the Finance Department for payment. Payment by the City for services performed by CPRW under this Agreement from resources attributable to grant funding, including, without limitation, from the NRCS Emergency Watershed Protection Program, is subject to the terms and conditions of the grant award.

3. Truth in Negotiation Certificate. Signature of this Agreement by CPRW shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of this Agreement. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following final payment.

4. Termination. This Agreement may be terminated by CPRW upon 10 days' prior written notice to the City in the event of substantial failure by the City to perform in accordance with the terms of this Agreement through no fault of CPRW. It may also be terminated by the City, with or without cause, immediately upon written notice to CPRW. Unless CPRW is in substantial breach of this Agreement, CPRW shall be paid for services rendered to the satisfaction of the City through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the City, CPRW shall (a) stop work on the date and to the extent specified, (b) terminate and settle all orders and subcontracts relating to the performance of the terminated work, (c) transfer all work in process, completed work, and other material related to the terminated work to the City, and (d) continue and complete all parts of the work that have not been terminated. CPRW shall be paid for services actually rendered to the date of termination.

5. Personnel. CPRW represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. All of the services required herein under shall be performed by CPRW or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in CPRW's key personnel, as described on Exhibit B, must be made known to the Greeley Representative and written approval granted by the City before said changes or substitutions can become effective. Such approval by the City shall not be unreasonably withheld. CPRW declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

6. Sub-Consultant. The City reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order

to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. CPRW is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, CPRW shall promptly do so, subject to acceptance of the new sub-consultant by the City.

7. Federal and State Tax. The City is exempt from payment of Colorado State Sales and Use Taxes. The City will sign an exemption certificate submitted by CPRW. CPRW shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the City, nor is CPRW authorized to use the City's tax exemption number in securing such materials. CPRW shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement.

8. Availability of Funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Agreement may be cancelled and the City shall reimburse CPRW for work performed and expenses incurred during the Agreement period.

9. Insurance.

9.1 CPRW shall not commence work under this Agreement until they have obtained all insurance required under this paragraph and such insurance has been approved by the City.

9.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. CPRW shall furnish Certificates of Insurance to the City prior to the commencement of operations. The Certificates shall clearly indicate that CPRW has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve CPRW of its liability and obligations under this Agreement.

9.3 CPRW shall maintain, during the life of this Agreement, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect CPRW of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Agreement, whether such acts, errors or omissions be by CPRW or by anyone directly employed by or contracting with CPRW.

9.4 CPRW shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect CPRW from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by CPRW or by any directly or indirectly employed by CPRW.

9.5 CPRW shall maintain, during the life of this Agreement, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the City pursuant to this Agreement.

9.6 All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by CPRW shall specifically include the City as an "Additional Insured".

10. Indemnification. CPRW shall indemnify and save harmless the City, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of CPRW, its agents, servants, subcontractors, suppliers or employees in the performance of services under this Agreement. Such duty to indemnify and save harmless the City shall be for an amount represented by the degree or percentage of negligence or fault attributable to CPRW, its agents, servants, subcontractors, suppliers or employees. If CPRW is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to CPRW, or CPRW's agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the contractor and the City. CPRW's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

11. Successors and Assigns. The City and CPRW each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the City nor CPRW shall assign, sublet, convey, or transfer its interest on this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or CPRW which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and CPRW.

12. Waiver and Remedies. The City's approval of studies, drawings, designs, plans, specifications, reports, computer programs and other work or materials produced pursuant to this Agreement shall not in any way relieve CPRW of its responsibility for the technical accuracy of the services. The City's approval or acceptance of, or the City's payment for, any service pursuant to this Agreement shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any and all legal action necessary to enforce the Agreement shall be proper in Larimer County.

14. Conflict of Interest.

14.1 CPRW represents and agrees that it will not engage in any transaction, activity or conduct which would, directly or indirectly, result in a conflict of interest under this Agreement. CPRW represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include, but is not limited to, transactions, activities or conduct that would affect the judgment, actions or work of CPRW by placing CPRW's own interests, or the interest of any other party with whom CPRW has a contractual arrangement, in actual current or potential future conflict with the City's interests.

14.2 During the effective period of this Agreement, CPRW shall promptly notify the City in writing of all potential conflicts of interest for any proposed prospective work, business association, interest or any other circumstance which may influence or appear to influence CPRW's judgment or quality of services being provided hereunder. Such written notification shall: (a) identify the entity and the nature of the prospective work, business association, interest or circumstance that CPRW may undertake, (b) request an opinion of the City as to whether the work,

association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by CPRW, and (c) if the City determines that a conflict or potential conflict exists, request whether the City waives such conflict and consents to such work, association, interest or circumstance. The City, in its sole discretion, shall determine the existence or nonexistence of a conflict of interest and, if a conflict is determined to exist, shall elect whether to waive the conflict, and shall notify CPRW of its decision in writing within thirty (30) days of the City's receipt of notification from CPRW. CPRW shall not conduct any work or proceed with any association, interest or circumstance covered by this provision or enter into any Agreement to conduct such work or proceed with such association, interest or circumstance unless and until it has received the City's decision authorizing such work under this Article 14.

14.3 In the event the City has given CPRW its written decision that a conflict of interest exists and the City does not waive the conflict, but CPRW proceeds to undertake or indicates it will undertake the work creating the disputed conflict, the City may notify CPRW of breach of this Article 14 and after thirty (30) days may terminate this Agreement pursuant to Article 4 above, except that breaches under this Article 14 CPRW shall have thirty (30) days after the notice of such breach is received to eliminate or cure the conflict of interest in a manner acceptable to the City.

15. Excusable Delays. CPRW shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond CPRW's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of CPRW's sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of CPRW and its sub-consultant(s) and is without the fault or negligence of either of them, CPRW shall not be deemed to be in default. Upon CPRW's request, the City shall consider the facts and extent of any failure to perform the work and, if CPRW's failure to perform was without its fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

16. Arrears. CPRW shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CPRW further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

17. Disclosure and Ownership of Documents. CPRW shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Agreement. From time to time, the City will provide CPRW printed and electronic data, analyses, comments, reports, studies and/or similar materials (together with supporting work and other substantiating documents) for use in the preparation of the work ("City's Work Product"). Some of the City's Work Product may include materials that consist of privileged or proprietary confidential business information. Except as provided in this paragraph, CPRW shall keep the City's Work Product confidential, shall not use the City's Work Product for any other purpose other than the preparation of the work contemplated herein, and shall not disseminate or disclose the City's Work Product, or the information contained therein, directly or indirectly, to any other party without the prior written consent of the City. The City's Work Product shall be the sole property of the City and shall be returned to the City upon completion of the work. CPRW's obligation to keep the City's Work Product confidential under this paragraph shall not apply to information that CPRW can document: (a) is or has become (through no action or inaction by CPRW or any affiliate, agent, consultant or employee) generally available to the public; (b) was in CPRW's possession prior to receipt from City, except to the extent that such information was unlawfully appropriated; (c) was independently developed by CPRW without use of any of City's Work Product; or

(d) was disclosed pursuant to the requirements of law. Nothing herein shall affect the obligations of CPRW to either make disclosures or preserve the confidentiality of City's Work Product to the extent required by law or court order, including, but not limited to, requirements under applicable Colorado and federal statutes, court rules, and administrative rules and regulations. The obligations of CPRW pursuant to this paragraph shall survive expiration or termination of this Agreement.

18. Independent Consultant Relationship. CPRW is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to CPRW's sole direction, supervision, and control. CPRW shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CPRW's relationship and the relationship of its employees to the City shall be that of an independent consultant and not as employees or agents of the City. CPRW does not have the power or authority to bind the City in any promise, contract, or representation other than specifically provided for in this Agreement.

19. Contingent Fees. CPRW warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CPRW to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CPRW, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

20. Access and Audits. CPRW shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the City's cost, upon five (5) days' written notice.

21. Nondiscrimination. CPRW declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

22. Entirety of Contractual Agreement. The City and CPRW agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

23. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

24. Authority to Practice. CPRW hereby represents and declares that it has and will continue to maintain all licenses and approvals required to perform the work under this Agreement, and that it will at all times conduct its business activities in a reputable manner.

25. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to person or circumstances other than those as to

which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

26. Amendments and Modification. No amendment and/or modification of this Agreement shall be valid unless in writing and signed by each of the parties. The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by CPRW of the City's notification of a contemplated change, CPRW shall (a) if requested by the City, provide an estimate for the increase or decrease in cost due to the contemplated change, (b) notify the City of any estimated change in the completion date, and (c) advise the City in writing if the contemplated change will affect the CPRW's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, CPRW shall suspend work on that portion of the Work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall issue an amendment to this Agreement or Change Order and CPRW shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

27. Compliance with C.R.S. § 8-17.5-101, Et seq. By signing this Agreement, CPRW certifies that at the time of the Certification, it does not knowingly employ or contract with any illegal alien who will perform work under this Agreement.

27.1 By signing this Agreement, CPRW certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this Agreement; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this Agreement.

27.2 CPRW has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.

27.3 CPRW is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

27.4 By signing this Agreement, CPRW affirmatively acknowledges that if CPRW obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, CPRW shall be required to (a) notify the sub-consultant and the contracting state agency or political subdivision within three days that CPRW has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and (b) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (a) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that CPRW shall not terminate the Agreement with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.

27.5 CPRW shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.

27.6 CPRW shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that CPRW has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a), and not altered or falsified the identification documents for such employees. CPRW shall provide

a written notarized copy of the affirmation to the City.

27.7 If CPRW violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, CPRW shall be liable for actual and consequential damages to the City arising out of CPRW's violation of Subsection 8-17.5-102, C.R.S.

27.8 By signing this Agreement, CPRW certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

28. Electronic Signatures. The Agreement documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Agreement documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

29. Notice. All notices required in this Agreement shall be sufficient if sent by certified mail, return receipt requested, or by email if receipt is acknowledged or no notice of delivery failure is received after a period of three days.

If to the City: City of Greeley Water and Sewer Department
Attn: Director of Water and Sewer
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631
Phone: (970) 350-9811
Email: sean.chambers@greeleygov.com
jennifer.petrzelka@greeleygov.com

If to CPRW: Coalition for the Poudre River Watershed
Attn: Hally Strevey, Interim Executive Director
320 East Vine Drive, Suite 317
Fort Collins, Colorado 80524
Telephone: (970) 222-5754
Email: hallys@poudrewatershed.org

IN WITNESS WHEREOF, the City of Greeley and Coalition for the Poudre River Watershed have executed this Cameron Peak Wildfire Project Management Professional Services Agreement as of the date first set forth above.

COALITION FOR THE POUDRE RIVER WATERSHED,
a Colorado nonprofit corporation

DocuSigned by:
By: Hally Strevey
CD00011792D94AD...
Name: Hally Strevey

Date: 9/8/2021

Title: Interim Executive Director

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

DocuSigned by:
By: Raymond Lee
City Manager

Date: 8/25/2021

AS TO LEGAL FORM:

DocuSigned by:
By: Doug March
City Attorney

AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
By: John Karner
Director of Finance

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: Cole Gustafson, Source Water Supply Manager

Title: Approval of First Amendment to Second CPRW Reimbursement Agreement

Summary:

Greeley and the Coalition for the Poudre River Watershed Coalition (CPRW) have a strong common interest in the protection of the Poudre River Watershed, and desire to coordinate on recovery measures and mitigation efforts being employed in response to the Cameron Peak Fire. Greeley has received funding from the Colorado Water Conservation Board, which may be used to reimburse CPRW for post-fire recovery and mitigation efforts. The work covered under the agreement is not being funded by the City of Greeley or its Water enterprise; it is a pass-through agreement.

The Second Reimbursement Agreement was executed on 2/11/2022 and included the budget for CPRW from the Colorado Water Conservation Board Phase 2 and Phase 3 grants. In May 2022, Greeley received funding for the CWCB Phase 4 funding, which also included funding for CPRW. The First Amendment to the Second Reimbursement agreement includes the funding for CPRW from CWCB Phase 4.

Recommended Action:

Staff recommends that the Water & Sewer Board approve the First Amendment to the Second CPRW Reimbursement Agreement and delegate authority to staff to make minor amendments or extensions to the agreement.

Recommended Motion:

"I move that Board approve the First Amendment to the Second Reimbursement Agreement for Wildfire Mitigation and Rehabilitation Services with CPRW in the form enclosed, and delegate authority to the Director of Water and Sewer to approve minor amendments and extensions to the agreement, provided the material substance remains unchanged."

Attachments:

First Amendment to the Second CPRW Reimbursement Agreement
Second CPRW Reimbursement Agreement

First Amendment to the Second Reimbursement Agreement for with the Poudre River Watershed Coalition



December 14, 2022

Background

- The Poudre River Watershed experienced a large % of medium to high burn severity from the Cameron Peak Fire
- Greeley has received funding from the Colorado Water Conservation Board for post-fire recovery work
- Greeley desires to provide CPRW funding for recovery work
- Greeley is not funding this work



Amendment

- Adds funding for CPRW from CWCB phase 4(\$645,782) to the agreement
- Except what was modified for this amendment, the terms and conditions of the Second Reimbursement Agreement remain in full force and effect



Questions?



FIRST AMENDMENT TO SECOND REIMBURSEMENT AGREEMENT FOR WILDFIRE MITIGATION AND REHABILITATION SERVICES

This AGREEMENT (“Agreement”) is made this ____ day of **December** 2022 by and between THE CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“Greeley”) and the COALITION FOR THE POUDRE RIVER WATERSHED, a Colorado non-profit corporation (“CPRW”) (collectively, the “Parties”).

Recitals

- A. CPRW is a Colorado registered non-profit corporation organized to promote the ecological health of the Cache la Poudre River through collaboration with a broad range of stakeholders. CPRW has been designated a Section 501(c)(3) charitable organization by the Internal Revenue Service.
- B. The 2020 Cameron Peak Fire burned over 200,000 acres in the watersheds of the Cache la Poudre and Big Thompson Rivers, including acreage upon both public and private properties, and caused severe impacts to public infrastructure serving properties throughout Larimer and Weld Counties, including, without limitation, water supply infrastructure.
- C. Greeley and CPRW previously entered into the Second Reimbursement Agreement for Wildfire Mitigation and Rehabilitation Services dated February 11, 2022 (“Second Reimbursement Agreement”), which allows for the reimbursement of CPRW by Greeley for certain wildfire mitigation and rehabilitation work with two phases of grant funding from the Colorado Water Conservation Board (“CWCB”).
- D. CWCB has since awarded Greeley with another phase of grant funding that it can use for Cameron Peak Fire mitigation and rehabilitation measures and to pay for CPRW staff time, mileage, and design and construction for post-fire point-mitigation projects associated with Cameron Peak Fire restoration efforts (“Greeley Grants”).
- E. To facilitate the Scope of Work with the Greeley Grants, the Parties wish to amend certain terms of the Second Reimbursement Agreement.

THEREFORE, in consideration of the mutual promises and obligations stated herein, and the mutual benefits to be derived therefrom, the Parties agree as follows:

1. **Amendment.** Section 2 (Sources of Funding; General Compliance with Greeley Grants) is amended by replacing it in its entirety with the following:
 2. Sources of Funding; General Compliance with Greeley Grants. As of the execution of this Agreement, Greeley has been awarded \$3,000,000 in grant funding by CWCB from its Watershed Restoration Program (Phase 2). Of this amount, and subject to the terms of this Agreement, **Greeley will make \$245,550 available for reimbursement to CPRW.** Greeley

has also been awarded \$6,307,336.60 in grant funding by CWCB from its Watershed Restoration Program (Phase 3). Of this amount, and subject to the terms of this Agreement, **Greeley will make \$1,567,680 available for reimbursement to CPRW.** In May 2022, Greeley was awarded \$2,763,282.00 in grant funding by CWCB from its Watershed Restoration Program (Phase 4). Of this amount, and subject to terms of this agreement, **Greeley will make \$645,782 available for reimbursement to CPRW.** Greeley and CPRW agree that any coordinated and collaborative activities undertaken pursuant to this Agreement, and any potential reimbursement to CPRW for such activities, are expressly subject to compliance with the terms and conditions of the Greeley Grants. CPRW acknowledges that Greeley is engaged in multiple watershed protection projects in response to the Cameron Peak Fire, and that accordingly, nothing in this Agreement obligates Greeley to commit the full entitlement of its grant awards related to the Cameron Peak Fire to mitigation efforts undertaken by CPRW pursuant to this Agreement. Nothing in this Agreement shall prevent either CPRW or Greeley from seeking additional grant funding for the recovery measures and mitigation efforts contemplated herein.

2. **Remaining Terms in Full Force and Effect.** Except as explicitly modified by this Agreement, the terms and conditions of the Second Reimbursement Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City of Greeley and Coalition for the Poudre River Watershed have executed this Agreement on the date first set forth above.

COALITION FOR THE POUDRE RIVER WATERSHED
a Colorado Non-profit Corporation

By: Hally Strevey
Hally Strevey, Executive Director

Date: 12/7/2022

THE CITY OF GREELEY, COLORADO
a Colorado Home Rule Municipal Corporation
acting by and through its Water Enterprise

By: _____
City Manager

Date: _____

Approved as to Legal Form:

By: _____
City Attorney's Office

Date: _____

As to Availability of Funds:

By: _____
Director of Finance

Date: _____

SECOND REIMBURSEMENT AGREEMENT FOR WILDFIRE MITIGATION AND REHABILITATION SERVICES

This SECOND REIMBURSEMENT AGREEMENT FOR WILDFIRE MITIGATION AND REHABILITATION SERVICES (“Agreement”) is entered into this 11th day of February, 2022, by and between THE CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“Greeley”) and the COALITION FOR THE Poudre RIVER WATERSHED, a Colorado non-profit corporation (“CPRW”) (collectively, the “Parties”).

Recitals

- A. CPRW is a Colorado registered non-profit corporation organized to promote the ecological health of the Cache la Poudre River through collaboration with a broad range of stakeholders. CPRW has been designated a Section 501(c)(3) charitable organization by the Internal Revenue Service.
- B. Greeley is a municipal water provider who utilizes source water from the Cache la Poudre River.
- C. The 2020 Cameron Peak Fire burned over 200,000 acres in the watersheds of the Cache la Poudre and Big Thompson Rivers, including acreage upon both public and private properties, and caused severe impacts to public infrastructure serving properties throughout Larimer and Weld Counties, including, without limitation, water supply infrastructure.
- D. Greeley and CPRW previously entered into that certain Reimbursement Agreement for Wildfire Mitigation and Rehabilitation Services dated August 18, 2021, which allows for the reimbursement of Greeley by CPRW for certain wildfire mitigation and rehabilitation work with grant funding obtained by CPRW.
- E. The Colorado Water Conservation Board (“CWCB”) has since awarded Greeley two phases of grant funding that it can use for Cameron Peak Fire mitigation and rehabilitation measures and to pay CPRW for staff time used to manage post-fire projects (“Greeley Grants”).
- F. In accordance with the terms and conditions of the Greeley Grants, such measures may include, without limitation, mitigating hillslope erosion and sediment delivery in the watershed via landscape-scale mulching, monitoring post-fire water supply infrastructure and water quality impacts, addressing unanticipated needs in the burn area, and educating and engaging affected landowners and stakeholders concerning post-fire land stewardship.
- G. Greeley and CPRW have a strong common interest in protecting the upper Cache la Poudre River watershed, and desire to continue their coordination on the recovery measures and mitigation efforts employed in response to the Cameron Peak Fire.

- G. Coordination by Greeley and CPRW, including on the engagement of one or more contractors to undertake recovery measures and mitigation efforts in the upper Cache la Poudre River watershed, will increase the efficiency of such efforts and significantly reduce the likelihood of duplicative and counterproductive efforts in response to the Cameron Peak Fire.
- H. Greeley and CPRW have reached an understanding regarding their continued coordination on recovery measures and mitigation efforts in response to the Cameron Peak Fire, and desire to reduce their understanding to writing.

Agreement

Therefore, in consideration of the above-recited premises and the promises set forth below, the Parties agree as follows:

1. **Term of Reimbursement Agreement.** The term of this Agreement commences on the date it is mutually executed and expires after one year (“Initial Term”). Upon expiration of the Initial Term, this Agreement will automatically renew for successive terms of one year each, unless and until terminated by either Greeley or CPRW in accordance with Paragraphs 5 and 6 below. Additionally, Greeley may terminate this Agreement with immediate effect at any point that reimbursement funds to which Greeley may be entitled under the Greeley Grants are fully expended or otherwise no longer available.
2. **Sources of Funding; General Compliance with Greeley Grants.** As of the execution of this Agreement, Greeley has been awarded \$3,000,000 in grant funding by CWCB from its Watershed Restoration Program (Phase 2). Of this amount, and subject to the terms of this Agreement, Greeley will make \$245,550 available for reimbursement to CPRW. Greeley has also been awarded \$6,307,336.60 in grant funding by CWCB from its Watershed Restoration Program (Phase 3). Of this amount, and subject to the terms of this Agreement, Greeley will make \$1,567,680 available for reimbursement to CPRW. Greeley and CPRW agree that any coordinated and collaborative activities undertaken pursuant to this Agreement, and any potential reimbursement to CPRW for such activities, are expressly subject to compliance with the terms and conditions of the Greeley Grants. CPRW acknowledges that Greeley is engaged in multiple watershed protection projects in response to the Cameron Peak Fire, and that accordingly, nothing in this Agreement obligates Greeley to commit the full entitlement of its grant awards related to the Cameron Peak Fire to mitigation efforts undertaken by CPRW pursuant to this Agreement. Nothing in this Agreement shall prevent either CPRW or Greeley from seeking additional grant funding for the recovery measures and mitigation efforts contemplated herein.
3. **Coordination on Mitigation Efforts; Apportionment of Costs and Duties.** CPRW will select one or more contractors to perform services necessary to mitigate existing and future damage to the upper Cache la Poudre River watershed caused by the Cameron Peak Fire (“Mitigation Tasks”), and remit payment for such services directly to the selected contractor(s). Greeley will then reimburse CPRW for such funds paid to the selected contractor(s) for Mitigation Tasks, subject to the terms and conditions in this Agreement and the Greeley Grants.

3.1 CPRW shall coordinate with Greeley, and CWCB as necessary or appropriate, in selecting the contractor(s) to perform the Mitigation Tasks to ensure that such selection is consistent with the terms and conditions of the Greeley Grants.

3.2 CPRW shall provide Greeley, and CWCB as necessary or appropriate, with an opportunity to review in advance any designs, plans, scopes and schedules of work, and any other materials associated with the Mitigation Tasks to be performed by the selected contractor(s), to ensure that such designs, plans, scopes and schedules of work, and any other materials comply with the terms and conditions of the Greeley Grants.

3.3 CPRW shall provide Greeley, and CWCB as necessary or appropriate, with an opportunity to inspect the Mitigation Tasks performed by the selected contractor(s), to ensure compliance with the terms and conditions of the Greeley Grants.

3.4 Promptly after remitting payment to the selected contractor(s) for Mitigation Tasks, CPRW shall provide to Greeley a copy of any invoice for which it seeks reimbursement pursuant to this Agreement, along with any necessary supporting documentation. Greeley shall then promptly forward the invoice and supporting documentation to CWCB as necessary or appropriate for reimbursement consideration, in accordance with the terms and conditions of the Greeley Grants. Subject to and upon confirmation from CWCB that any invoice forwarded as described herein contains eligible reimbursement costs pursuant to the Greeley Grants, Greeley shall reimburse CPRW within 30 days of such confirmation.

3.5 Greeley shall not be obligated under any circumstances to reimburse CPRW for costs determined by CWCB to be ineligible under the Greeley Grants, or costs for which Greeley itself will not ultimately be reimbursed by CWCB. Reimbursements made by Greeley to CPRW shall not under any circumstances exceed the total amount of grant funding to which Greeley is entitled pursuant to the Greeley Grants.

3.6 CPRW shall use reasonable efforts to complete any other task required of it by CWCB to ensure compliance with the Greeley Grants, provided that CPRW shall not be required to incur any material expense in the course of such efforts.

3.7 Notwithstanding any other provision of this Agreement, Greeley's sole responsibility regarding the Mitigation Tasks and associated activities is to reimburse CPRW for those Mitigation Tasks and associated activities that are eligible for reimbursement under the terms of the Greeley Grants and this Agreement. Greeley shall have no input on, and does not warrant, the suitability, safety, effectiveness, appropriateness, or integrity of such Mitigation Tasks and associated activities for their intended purpose, which is strictly the responsibility of CPRW and its contractors.

4. Restriction on Assignment. Neither Greeley nor CPRW may assign this Agreement without prior written consent from the other party. Such consent may be given or withheld in the sole discretion of the other party.

5. Notice. Greeley and CPRW shall give any notice required under this Agreement using the contact information listed below. Such notice is adequate if (a) hand-delivered, (b) provided by certified or registered mail, return receipt requested, or (c) sent via email, if receipt is acknowledged or no bounce back or other notice of delivery disruption is received by the sender within three days after transmittal. Greeley and CPRW shall promptly notify the other party if the appropriate contact information for notice changes.

If to Greeley: Greeley Water and Sewer Department
Attention: Water Resources Division
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631
Telephone: (970) 350-9811
Email: jennifer.petrzelka@greeleygov.com
adam.jokerst@greeleygov.com

With a copy to: Greeley City Attorney's Office
Attention: Environmental and Water Resources Counsel
1100 10th Street, Suite 401
Greeley, Colorado 80631
Telephone: (970) 381-7408
Email: daniel.biwer@greeleygov.com

If to CPRW: Coalition for the Poudre River Watershed
Attn: Hally Strevey, Executive Director
320 East Vine Drive, Suite 317
Fort Collins, Colorado 80524
Telephone: (970) 222-5754
Email: hallys@poudrewatershed.org

6. Default and Termination; Waiver. In the event either Greeley or CPRW fails to comply with the terms and conditions of this Agreement, such failure constitutes a default, and the non-defaulting party may give notice of the perceived default in accordance with Paragraph 5 above. The defaulting party is then entitled to a period of 30 days from receipt of the notice within which to cure the default. Upon the cure of any such default during this period, this Agreement will remain in full force and effect.

6.1 If any declared default remains uncured after the 30-day cure period described above, or after any extension of the cure period mutually agreed to by the Parties, the non-defaulting party may immediately terminate this Agreement with written notice to the defaulting party. Nothing in this Agreement should be construed to limit either party from seeking damages or pursuing available remedies upon termination of this Agreement for default, including the recovery of reasonable costs and attorneys' fees.

6.2 The failure of either Greeley or CPRW to declare a default shall not establish a precedent or otherwise waive any subsequent breach of the terms and conditions in this Agreement. Any such waiver of breach must be made explicitly in writing.

7. Governmental Immunity and Liability. Greeley is a public entity, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as it exists now or is amended in the future (“CGIA”). Nothing in this Agreement limits or alters the benefits and responsibilities conferred to Greeley under the CGIA. Greeley and CPRW shall defend, in accordance with the requirements and limitations of the CGIA, all claims for injuries or damages resulting from the acts or omissions of their respective officers, employees, or agents. Greeley and CPRW shall be responsible for all liability for injuries or damages to the extent caused by the acts or omissions of their respective officers, employees, or agents performing under this Agreement.
8. Appropriation of Funds Contingency. Any expenditure of City funds by Greeley associated with this Agreement is expressly subject to the appropriation of funds sufficient and intended for this purpose by its City Council during the fiscal year in which any such obligation is incurred.
9. Grant Funding and Revenues. CPRW and Greeley acknowledge that the Mitigation Tasks facilitated pursuant to this Agreement constitute one aspect of a larger regional and national policy objective, that is, to mitigate and rehabilitate the impacts of the Cameron Peak Fire, and that Greeley’s role in facilitating the Mitigation Tasks is for the benefit of all water users and other parties with an interest in the Cache la Poudre River watershed. Any grant funding received, passed through, or otherwise managed by Greeley pursuant to this Agreement is for the purposes of the greater policy objective and the common benefit of the parties described, and will not result in a revenue subsidy or production of a capital asset for the Water Enterprise of the City of Greeley.
10. Jurisdiction and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any dispute between Greeley and CPRW arising out of this Agreement is the Weld County District Court.
11. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action related thereto, are strictly reserved to Greeley and CPRW. Nothing in this Agreement should be construed to allow any claim, right, or cause of action by any person or entity not a party to this Agreement. Any person or entity other than Greeley or CPRW that realizes a service or benefit under this Agreement is an incidental beneficiary only.
12. Integration and Amendment. This Agreement constitutes a complete integration of the understanding and agreement between Greeley and CPRW with respect to the subject matter herein. No representation, negotiation, or warranty, express or implied, exists between Greeley and CPRW except as explicitly set forth in this Agreement. This Agreement may only be amended in a writing duly authorized and executed by Greeley and CPRW.
13. Severability. If any provision in this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless be valid and binding upon Greeley and CPRW, unless the absence of such provision would destroy the intent and purpose of this Agreement.

14. Review by Legal Counsel. Greeley and CPRW acknowledge that each party had the opportunity to review this Agreement with its respective legal counsel, and that this Agreement should not be construed nor interpreted against a drafting party.

15. Authority to Contract. This Agreement has been duly authorized by Greeley and CPRW and the undersigned representatives are empowered to execute this Agreement on behalf of their respective organizations.

16. Counterparts. The Parties may execute this Agreement in counterparts, each of which and the combination of which when signed by both Greeley and CPRW may be deemed original and together constitute a single contract.

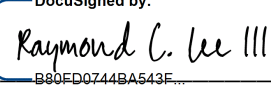
IN WITNESS WHEREOF, the City of Greeley and Coalition for the Poudre River Watershed have executed this Agreement on the date first set forth above.

COALITION FOR THE POUDRE RIVER WATERSHED
a Colorado Non-profit Corporation

By:  DocuSigned by:
Hally Strevey
GD00011792D94AD...
Hally Strevey, Executive Director

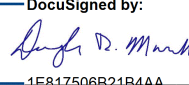
Date: 2/11/2022

THE CITY OF GREELEY, COLORADO
a Colorado Home Rule Municipal Corporation
acting by and through its Water Enterprise

By:  DocuSigned by:
Raymond C. Lee III
B80FD0744BA543F...
Raymond Lee, City Manager

Date: 2/11/2022

Approved as to Legal Form:

By:  DocuSigned by:
Douglas D. Marek
1E817506B21B4AA...
Douglas Marek, City Attorney

As to Availability of Funds:

By:  DocuSigned by:
John Karner
F8DCA83C9CBA494...
John Karner, Director of Finance

Water & Sewer Agenda Summary

December 14, 2022

Key Staff Contact: Sean Chambers, Water & Sewer Director

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

Summary: **New Hires:** Mark Uhland – Transmission and Distribution Superintendent
Stewart Williams – I&E Lead for Water
Matthew Clark – I&C Technician

Promotions: Yesenia Padilla – From Utility Billing Supervisor to Utility Billing Manager
 Brian Cobb – From D Operator to C Operator

Departures: Jeremy Woolf – Wastewater Treatment Manager
 Mr. Woolf has accepted a leadership role with City of Fort Collins Utilities

Recommended Action: Information only

Attachments: None

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: Sean Chambers, Director

Title: Review and Approve 2023 Board Meeting Dates

Summary:

Board Meetings will be set and noticed for the following dates. Excepting Wednesday Nov. 15, 2023, all other meeting dates are set for the 3rd Wednesday monthly. The November 2023 meeting is being set for the 2nd Wednesday to avoid a holiday conflict with Thanksgiving 2023. Board meetings are set for City Council Chambers at 1001 11th Avenue, Greeley, CO 80631, and meetings of the Board are set to commence at 2:00 p.m. unless otherwise noticed.

January 18, 2023
February 15, 2023
March 15, 2023
April 19, 2023
May 17, 2023
June 21, 2023
July 19, 2023
August 16, 2023
September 20, 2023
October 18, 2023
November 15, 2023
December 20, 2023

Recommended Action: Approve the schedule of 2023 Water and Sewer Board meetings as presented.

Attachments: N/A

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: Virgil Pierce, Rates and Budget Analyst

Title:

Adopt Resolution Concerning 2023 Water and Sewer Rates, Fees, and Charges

Summary:

The 2023 Rate Resolution and Appendices are included for the Board's review. The water and sewer rates and fees were developed in response to the 2023 budget that the Board recommended to the City Manager at the July 2022 meeting.

Residential water rates are increasing 2.5%, and residential sewer rates are increasing 18%. Residential water customers are the only customers on a tiered water budget rate structure.

Plant investment fees are updated annually for water and sewer. The water plant investment fee is increased to \$12,100 for a ¾" tap, an increase from the 2022 fee of \$11,200. The sewer plant investment fee is increased to \$6,900 for a ¾" water tap, an increase from the 2022 fee of \$6,800.

Using the pricing method approved by the Board at the July 2018 meeting, the cash-in-lieu of raw water fee will increase from \$39,500 to \$44,000 per acre-foot. The new cash-in-lieu price will take effect on March 1, 2023. Water and Sewer Board Resolution 2, 2020 allows the cash-in-lieu fee to be recalculated as necessary, but no less than once per year. Staff will bring forward future adjustments to the cash-in-lieu fee for Board review if necessary in 2023.

Recommended Action:

Adopt the resolution

Attachments:

2023 Rate Adoption Presentation

Water and Sewer Bill Benchmarking

2023 Rate Resolution

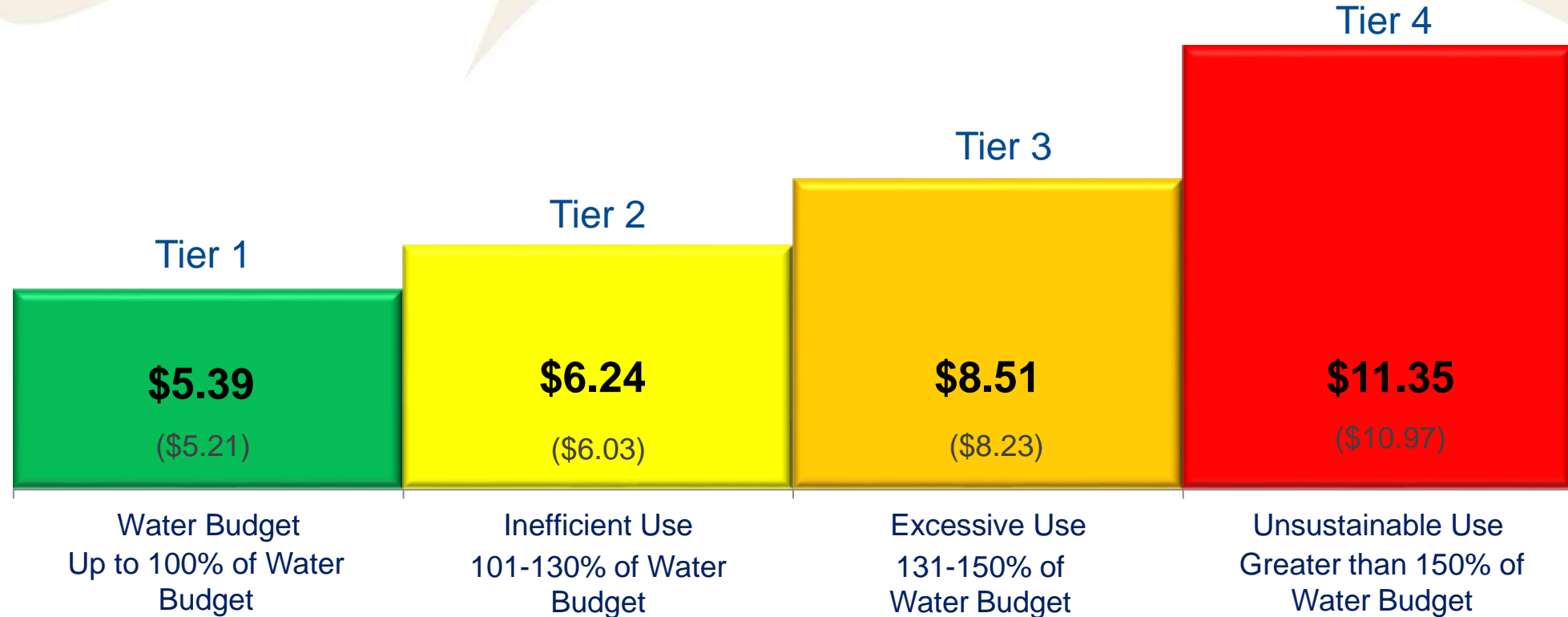
2023 Water and Sewer Rate Adoption

Water & Sewer Board | December 14, 2022



Residential Water Budget Rate Structure

Rate Structure for Greeley SFR customers in 2023 (2022 Rate)



- Uniform rate is \$5.64 for customers not on water budget (up from \$5.46)
- Monthly service charge is \$17.50 (no change from 2022)

2023 Water Rate Changes

Customer Class	Existing Rate/kgal	% Increase	Proposed Rate/kgal
Inside Residential	Varies	2.5%	Varies
Inside Commercial	\$5.45	2.5%	\$5.60
Inside Industrial	\$4.28	5.5%	\$4.52
Outside Residential	\$11.62	0%	\$11.62
Outside Commercial	\$11.54	0%	\$11.54
Outside Industrial	\$3.75	6.0%	\$3.98
City of Evans	\$4.69	5.5%	\$4.96
Town of Windsor	\$5.00	6.0%	\$5.31
Town of Milliken	\$5.98	1.0%	\$6.05
Non-Potable Water	\$3.82	3.5%	\$3.95

2023 Sewer Rate Changes – Inside City

Customer Class	Existing Rate/kgal	% Increase	Proposed Rate/kgal
Single Family	\$3.45	18.0%	\$4.03
Multi-Family	\$3.46	18.0%	\$4.08
Commercial 1	\$3.48	18.0%	\$4.10
Commercial 2	\$4.85	18.0%	\$5.72
Commercial 3	\$6.21	18.0%	\$7.33
Commercial 4	\$7.58	18.0%	\$8.95
Commercial 5	\$8.97	18.0%	\$10.58

- Monthly service charge increase to \$16.70 from \$14.00 (+ \$2.70)

2023 Sewer Rate Changes – Industrial

Customer Class	Existing Rate/kgal	% Increase	Proposed Rate/kgal
Industrial SIC 2013	\$16.54	35.0%	\$22.34
Industrial SIC 2034	\$5.12	45.0%	\$7.44
Industrial SIC 2047	\$14.35	35.0%	\$19.38
Industrial SIC 2873	\$35.42	35.0%	\$47.90
Industrial SIC 4212	\$3.40	0%	\$3.40
Industrial SIC 5169	\$3.47	12.0%	\$3.88
Industrial SIC 7218	\$8.10	30.0%	\$10.54
Industrial SIC 7542	\$5.40	51.0%	\$8.16

2023 Monthly Residential Bill Estimate

	Service Charge	Average Volume (kgal)	Volume Charge	Bill Total
Annual Average Water	\$17.50	10.0	\$55.26	\$72.76
Summer Water	\$17.50	21.5	\$125.95	\$143.45
Winter Water	\$17.50	3.9	\$21.02	\$38.52
Sewer	\$16.70	3.9	\$15.47	\$32.17

- 2023 Water Service Charge: \$17.50 (no change from 2022)
- 2023 Sewer Service Charge: \$16.70 (\$2.70 increase from 2022)

2023 Monthly Residential Bill Estimate

Average Bill	2022	2023	Change	Percent Change
Water	\$70.93	\$72.76	+ \$1.83	2.5%
Sewer	\$27.46	\$32.17	+ \$4.71	18.0%
Total W&S	\$98.39	\$104.93	+ \$6.54	7.0%

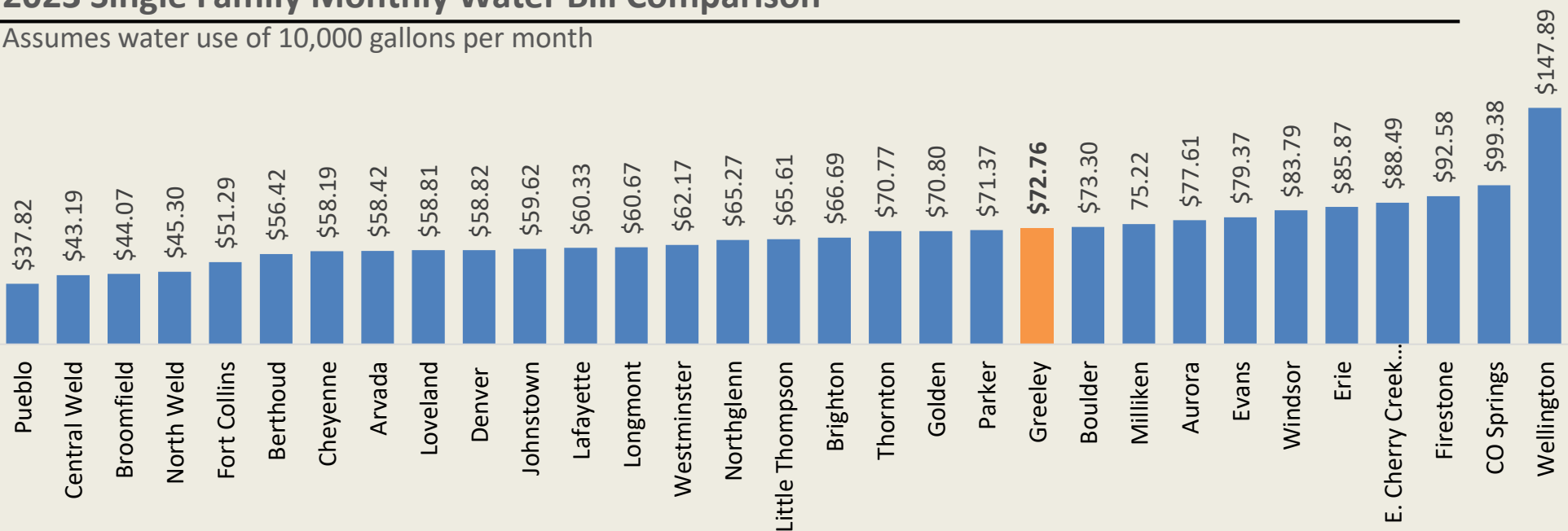
Stormwater	\$11.84	\$13.97	+ \$2.13	18.0%
Total Utility Bill	\$110.23	\$118.90	+ \$8.67	8.0%

- 2023 Water Service Charge: \$17.50 (no increase from 2022)
- 2023 Sewer Service Charge: \$16.70 (\$2.70 increase from 2022)



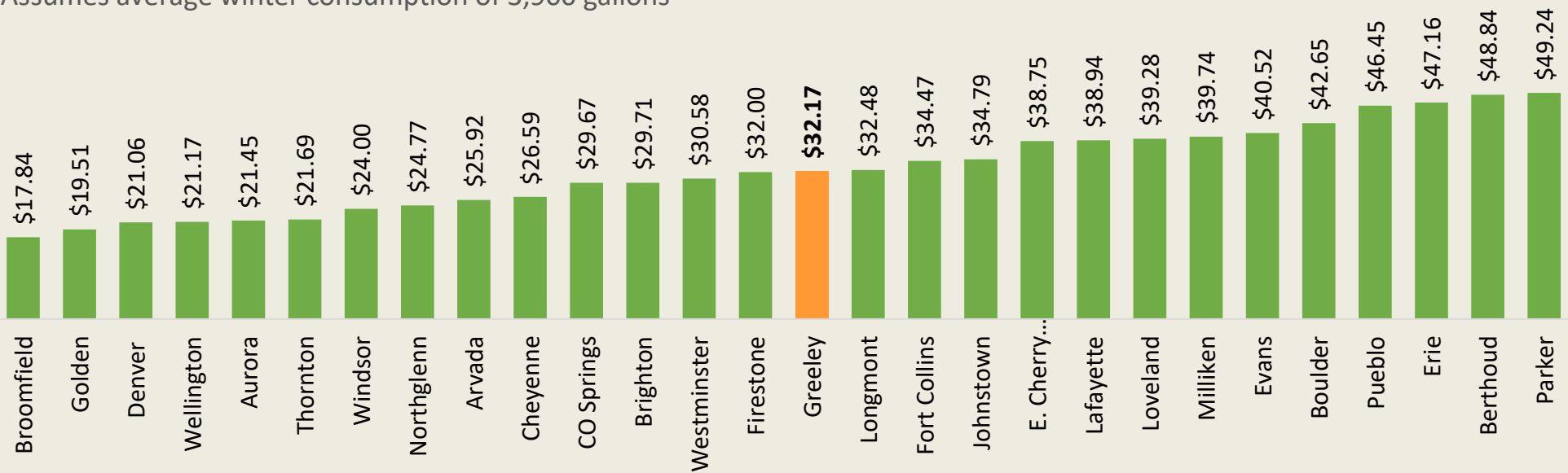
2023 Single Family Monthly Water Bill Comparison

Assumes water use of 10,000 gallons per month

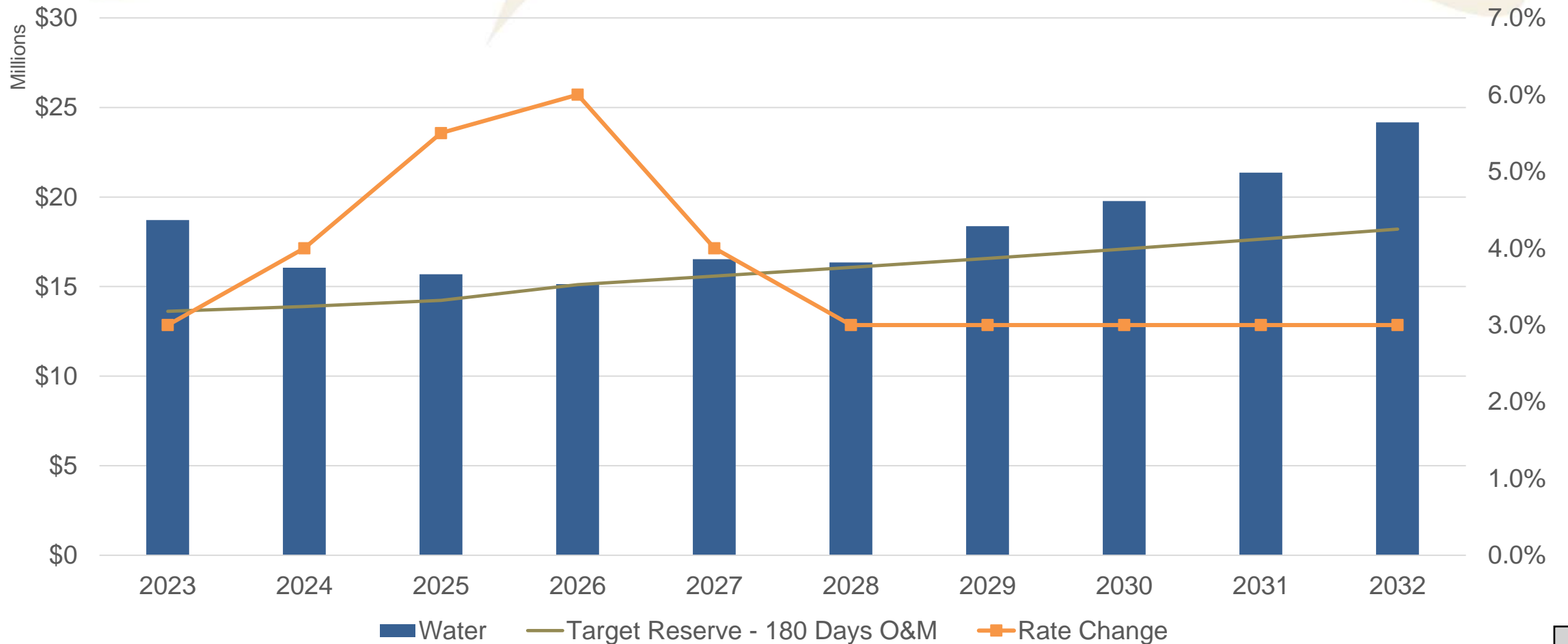


2023 Single Family Monthly Sewer Bill Comparison

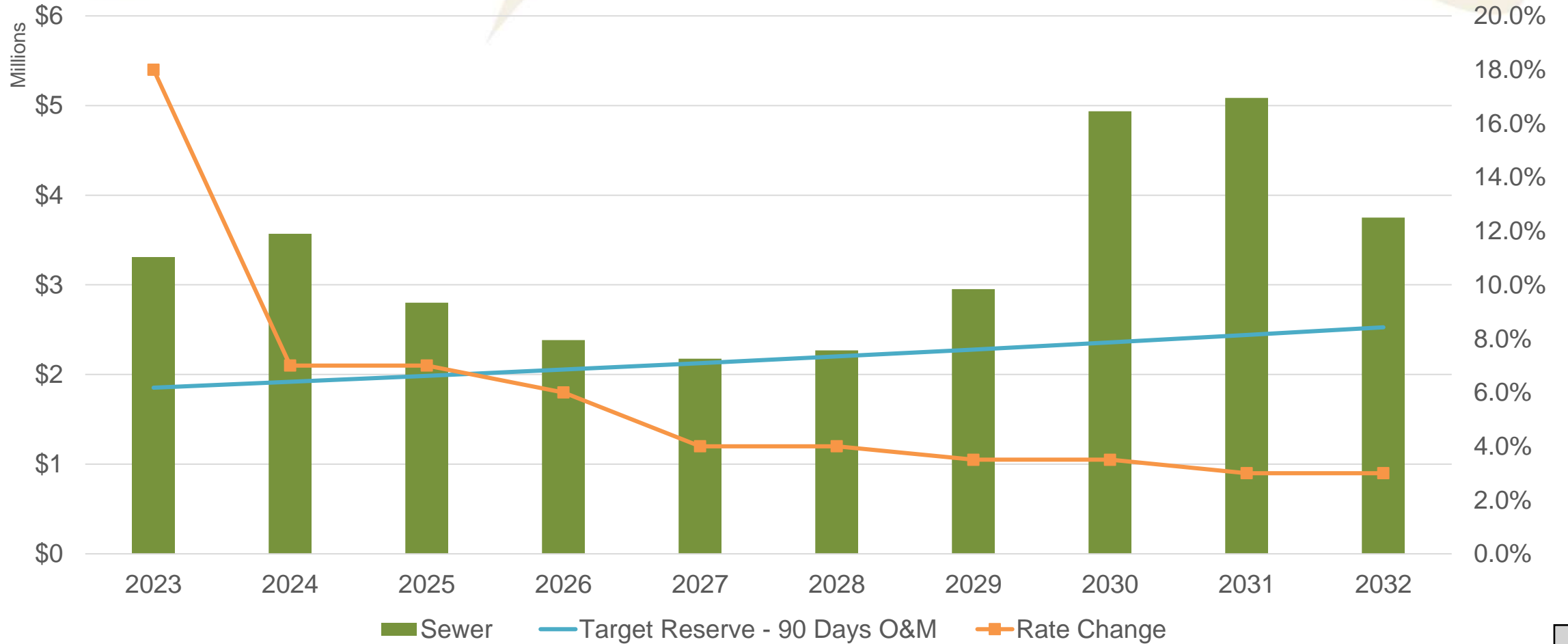
Assumes average winter consumption of 3,900 gallons



Projected Water Rate Increases & Operating Fund Balances

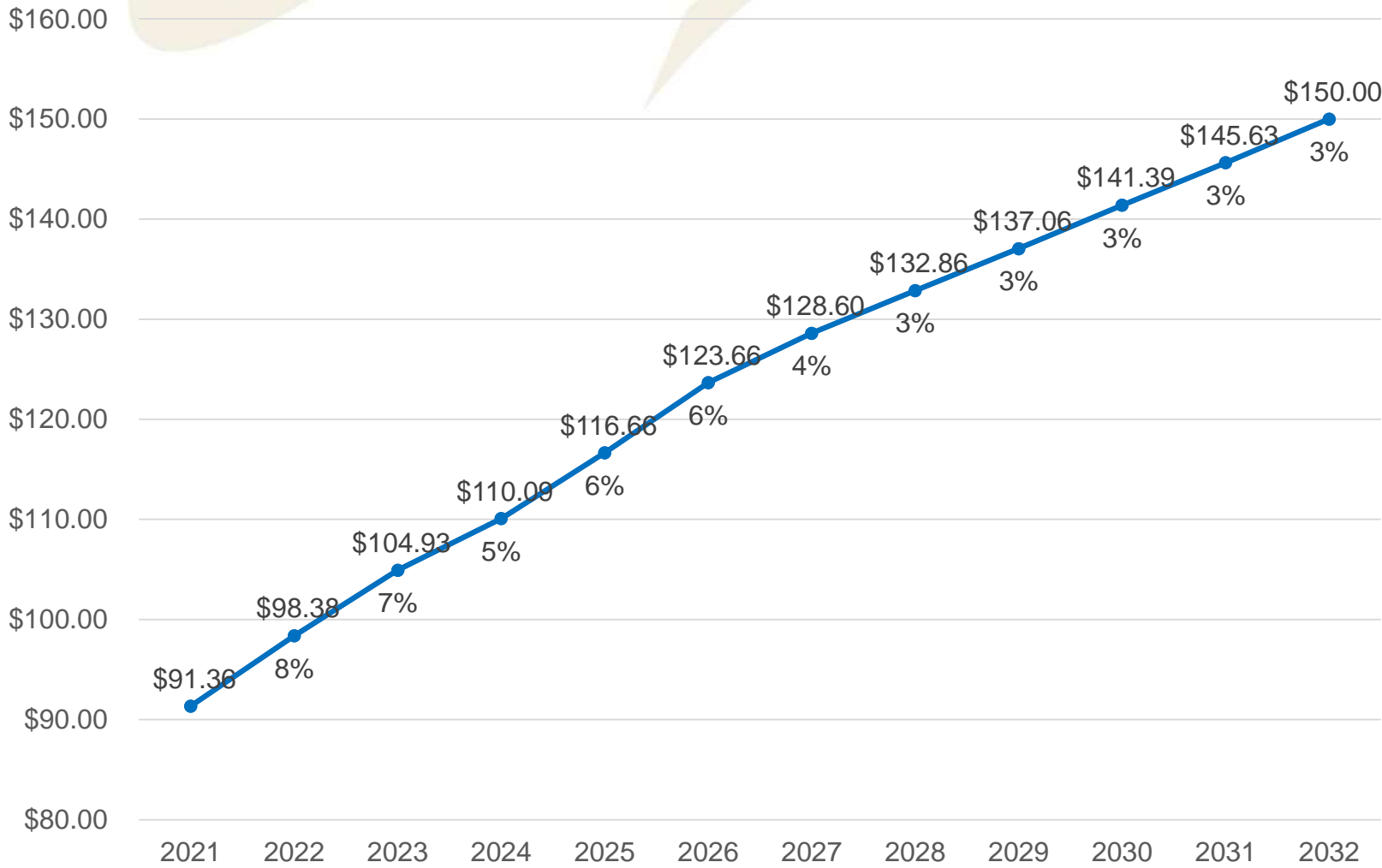


Projected Sewer Rate Increases & Operating Fund Balances



Projected Residential Water and Sewer Monthly Bill

Single Family Projected Monthly Combined Bill
Assumes 10,000 gallons monthly water use and 3,900 gallons average winter consumption.



Effective rate increase for the bill is shown.

Annual Percentage Rate Increases over the next 10 years:

- Water: 4.4%
- Sewer: 7.5%
- W&S Combined: 5.3%



Plant Investment Fees – 3/4” Tap

	2022	2023
Water	\$11,200	\$12,100
Sewer	\$6,800	\$6,900
Total	\$18,000	\$19,000

Cash-in-Lieu

2022 Summary

- YTD Raw Water Sales: \$3,077,572
- Taps that paid cash-in-lieu: 225
- Volume of Water Sold: 97.42 AF

2022 Cash-in-lieu Fee		
Water Portfolio Value	Storage Cost	New Fee per Ac-Ft
\$37,000	\$7,000	\$44,000

*Note that some of the taps that have purchased raw water in 2022 had a reduced CIL rate through agreements with the City.



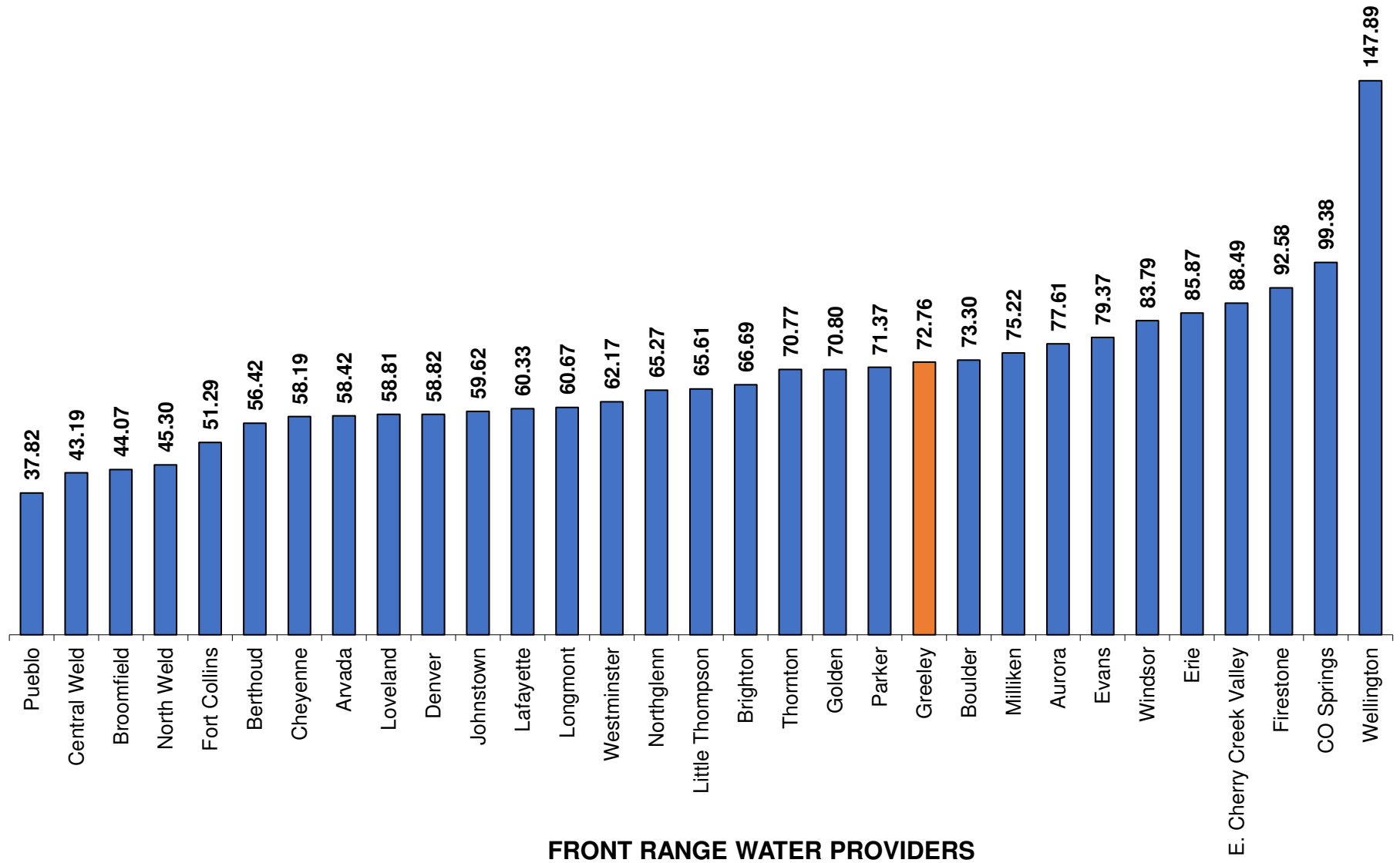
Thank You

Water & Sewer Board | December 14, 2022



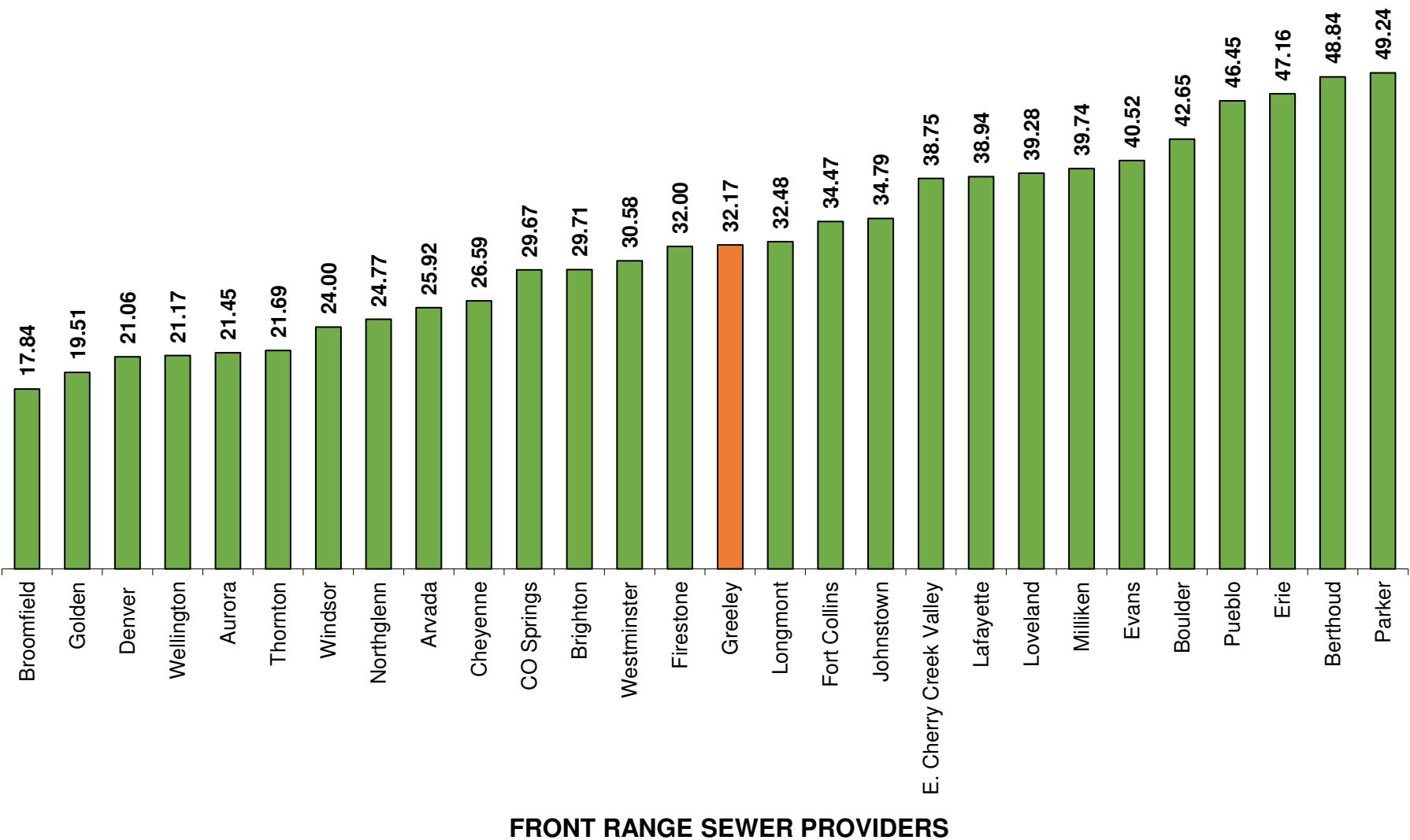
2023 Single Family Monthly Water Bill Comparison

Assumes water use of 10,000 gallons per month



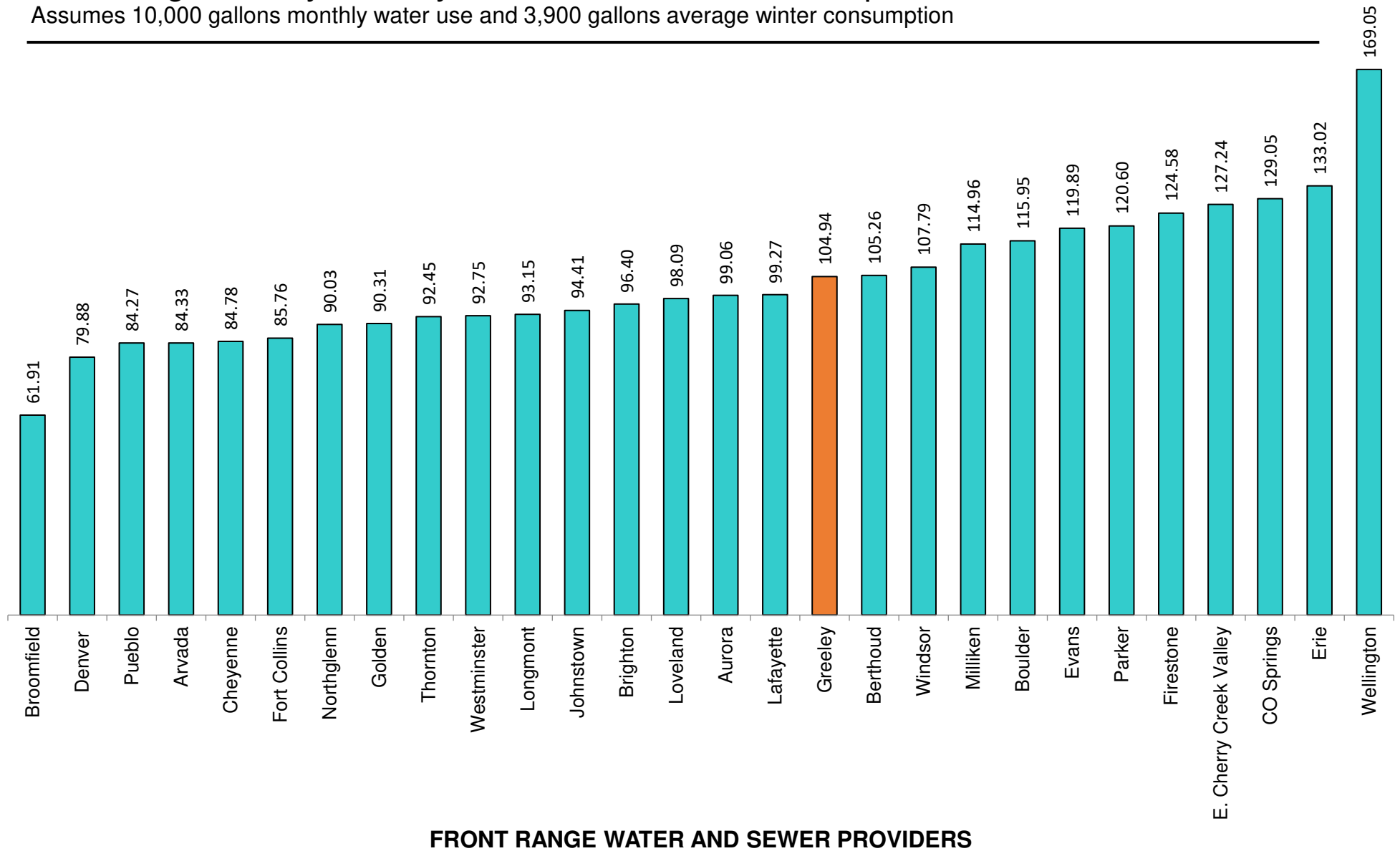
2023 Single Family Monthly Sewer Bill Comparison

Assumes average winter consumption of 3,900 gallons



2023 Single Family Monthly Water and Sewer Bill Comparison

Assumes 10,000 gallons monthly water use and 3,900 gallons average winter consumption



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

RESOLUTION ___, 2022

A RESOLUTION ADOPTING RATES, FEES, AND CHARGES FOR WATER AND SEWER SERVICES IN 2023

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, *inter alia*, construct, purchase, acquire, lease, add to, maintain, conduct, and operate water works and everything required therefor, within or without its territorial limits, for 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, Section 17-4 of the City Charter and Section 20-30 of the Greeley Municipal Code authorize and require the Board to acquire, develop, convey, lease, and protect water and sewer assets, supplies, and facilities; and

WHEREAS, Section 20-28 of the Greeley Municipal Code authorizes the Board to adopt minimum rates, fees and charges the Board deems necessary to cover the costs of inspections, tap installations, operations, maintenance and extensions of the water and sanitary sewer systems; and

WHEREAS, Sections 20-27 and 20-255 through 20-258 of the Greeley Municipal Code requires the Board to determine the fair market value of water, upon which value the fee for cash-in-lieu of raw water (i.e., the cash equivalent of raw water required to be dedicated for development within the City) is based; and

WHEREAS, the Board has advised the City Council of its long-term capital improvement plans, pursuant to Section 17-7 of the City Charter; and

WHEREAS, the Board's long-term capital improvement plan for water and wastewater contains extensive new construction and rehabilitation within the next five years; and

WHEREAS, the Board's long-term water storage and water acquisition plans contemplate the acquisition of new water supplies, as well as the construction and expansion of water storage infrastructure; and

WHEREAS, the Board's 10-year Financial Plan for funding operations, construction, water acquisition, and replacement programs calls for rate increases over the next several years to accomplish the programs anticipated;

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

Section 1. The water rates for 2023 shall be as shown in Appendix A to this resolution.

Section 2. The sewer rates for 2023 shall be as shown in Appendix B to this resolution.

Section 3. The water and sewer fees and charges for 2023 shall be as shown in Appendix C to this resolution.

Section 4. Water and sewer rate increases shall be allocated among the various customer classes in accordance with their service demand as determined by the City's rate model and shown in the attached rate appendices.

Section 5. The 2023 cash-in-lieu of raw water fee shall be as shown in Appendix A of this resolution, but may be adjusted thereafter periodically by the Water and Sewer Board by motion.

Section 6. The 2023 plant investment fees for water shall be as shown in Appendix A of this resolution.

Section 7. The 2023 plant investment fees for sewer shall be as shown in Appendix B of this resolution.

Section 8. The new water and sewer rates, and all other fees and charges not described in Section 9 below, shall take effect on January 1, 2023.

Section 9. The new plant investment fees and cash-in-lieu of raw water fee shall take effect on March 1, 2023 to provide the public with at least 45 days' notice of the new fees.

Section 10. Any specific reference in this resolution and the appendices to the Greeley Municipal Code shall be deemed applicable to any and all successor sections in the event the Code is revised after adoption of this resolution.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF DECEMBER 2022.

ATTEST

**CITY OF GREELEY
WATER AND SEWER BOARD**

**Raymond C. Lee III
Secretary to the Board**

**Harold Evans
Chairman, Water and Sewer Board**

APPENDIX A

2023 WATER RATES AND FEES

A. WITHIN THE CITY OF GREELEY

Customer Class

Rate per 1,000 Gallons

Inside the City Single-Family Residential Water Budget

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

Inside the City Residential not on Water Budget

\$5.64

Inside the City Commercial

\$5.60

Inside the City Industrial

\$4.52

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>Inside 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

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

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

C. RAW WATER PREREQUISITE

Raw water dedication is a prerequisite to receiving water service pursuant to City of Greeley Municipal Code Sections 20-254 and 20-257, regardless of whether the service requested is for treated or non-potable water.

D. RAW WATER SURCHARGE FOR CERTAIN TREATED WATER USERS

All non-residential customers, large multi-family residential customers, and large parcel single-family residential customers who use more water in a calendar year (based upon billing records) than their annual allotment, as set forth in Section 20-260 of the Greeley Municipal Code, shall be assessed a raw water surcharge of \$13.01 per 1,000 gallons on the volume of water used in excess of the annual allotment. This surcharge is based on the fair market value of water and cash-in-lieu of raw water fee.

E. RAW WATER SURCHARGE FOR NON-POTABLE USERS

All non-potable customers, residential or commercial, who use more water in a calendar year than the amount of raw water contributed (based upon billing records) shall be assessed a raw water surcharge of \$6.47 per 1,000 gallons on the excess usage. This surcharge is based on the market price for Greeley and Loveland Irrigation Company shares.

F. NON-POTABLE SERVICE

The non-potable water usage rate shall be \$3.95 per 1,000 gallons for the volume of water used. A monthly service charge based on meter size, as given in the table, shall be assessed on every non-potable account during the period of its operation, regardless of the volume of water used.

Meter Size	Non-Potable Monthly Service Charge
3/4" and 5/8"	\$17.50
1"	\$18.10
1.5"	\$24.50
2" and larger	\$27.10

The City reserves the right to decide which customers will be allowed to receive non-potable water, depending on location, cost, and budgetary considerations.

G. TURN-ON CHARGE

The turn-on charge is hereby established at \$55.00. This charge is applicable to all turn-ons, including, but not limited to:

1. Non-payment shut-off and turn-on;
2. Emergency and non-emergency repairs except in the case of a meter failure or meter repair;
3. Lawn taps, except in the case of multiple lawn taps on the same property, only one charge will be required per service call.

No charge will be assessed for the turn-on and turn-off of non-potable service.

H. WATER/SEWER TAPPING CANCELLATION FEE

When less than 24 hours' notice is given to Greeley staff to cancel an appointment to tap a water or sewer line, a fee of \$85.00 will be assessed.

I. WATER SOLD FROM HYDRANTS

Water sold from City fire hydrants shall be charged as follows:

1. \$14.32 per 1,000 gallons.
2. Deposit fee: \$1,525
3. Meter rentals will be \$20.00 per workday or \$120.00 per week.
4. Replacement of damaged meter: \$1,525

J. PLANT INVESTMENT FEE SCHEDULE FOR WATER

- 1. Minimum Plant Investment Fees Based on Tap Size:** The following are minimum plant investment fees for treated water service.

<u>Tap Size</u>	<u>Water Plant Investment Fee</u>
3/4"	\$12,100
1"	\$20,200
1½"	\$40,300
2"	\$64,600
3"	\$141,400
4"	\$242,400
6"	\$504,700

K. PLANT INVESTMENT FEE REDUCTION FOR LOW-WATER USE POTABLE IRRIGATION (MULTI-FAMILY AND NON-RESIDENTIAL)

Applicants for water service to non-residential lots and multi-family residential lots with more than four units that are required to install a separate and additional potable landscape irrigation tap ¾" or 1" in size shall receive a seventy-five (75) percent reduction to the plant investment fee associated with such irrigation tap if the irrigated area contains 75% or more of low water use landscape, as defined in City of Greeley Municipal Code Section 20-254. Applicants for water service to non-residential lots and multi-family residential lots with more than four units that are required to install a separate and additional potable landscape irrigation tap 1 ½" in size or larger shall be responsible for the full plant investment fee associated with such irrigation tap regardless of the water use landscape.

L. CASH-IN-LIEU OF RAW WATER

The cash-in-lieu of raw water fee is a fair market value of water determination based on the cost of the water rights portfolio that Greeley has secured to date and the current cost of developing new water storage projects. The cash-in-lieu of raw water fee is \$44,000 per acre-foot of water and can be adjusted periodically by the Water and Sewer Board by motion.

M. NON-AGRICULTURAL RAW WATER RENTAL

The City of Greeley manages a non-agricultural water rental program that provides annual excess water supplies to certain non-agricultural water users. Non-agricultural rentals can be made to supply augmentation, industrial water needs, home owner association irrigation, or other uses unrelated to agriculture. Raw water rental rates are evaluated and adjusted annually. Interested parties should contact the City of Greeley Water Resources department for current prices.

APPENDIX B

2023 SANITARY SEWER RATES AND FEES

A. RESIDENTIAL SANITARY SEWER RATES – WITHIN THE CITY OF GREELEY.

1. a. **Single Family Metered Rate**; applicable to all residential users receiving metered water in which not more than one family unit is housed on the same lot or in the same building: \$16.70 per billing period plus \$4.03 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.

b. All new single family units which receive metered water will be assessed for 3,000 gallons of water at \$4.03 per thousand gallons plus \$16.70 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.

c. All single-family units with metered consumption less than 1,000 gallons in their most recent winter billing period shall be billed for actual consumption in subsequent billing periods, not to exceed an amount equal to 3,000 gallons of consumption.
2. a. **Single Family Flat Rate**; applicable to all residential users not receiving City water in which not more than one family unit is housed on the same lot or in the same building: \$16.70 per billing period plus 3,000 gallons at \$4.03 per thousand.
3. a. **Multi-Family Metered Rate**; applicable to all residential users receiving metered water in which two or more family units are housed on the same lot or in the same building: \$16.70 per sewer connection plus \$4.08 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.

b. All new multi-family units which receive metered water will be assessed for 12,000 gallons of water at \$4.08 per thousand gallons plus \$16.70 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.
4. a. **Multi-Family Flat Rate**; applicable to all residential users not receiving City water in which two or more family units are housed on the same lot or in the same building: \$16.70 per sewer connection plus 12,000 gallons at \$4.08 per thousand.

B. COMMERCIAL SANITARY SEWER RATES – WITHIN THE CITY OF GREELEY.

1. **Class I Commercial Rate**; applicable to car washes, cleaners, laundromats, schools, colleges, churches, retail stores, offices, beauty shops, financial institutions, membership organizations without dining facilities, service stations (without repair), motels (without dining), and bed and breakfasts which provide a

continental breakfast: \$16.70 per sewer connection per billing period plus \$4.10 per thousand gallons of water use per billing period.

2. **Class II Commercial Rate;** applicable to bars and taverns (without dining), service stations (with repair), animal clinics, hospital/convalescent homes, photo finishing, light manufacturing, retail stores (with dining), convenience stores, and bed and breakfasts which cook a daily breakfast: \$16.70 per sewer connection per billing period plus \$5.72 per thousand gallons of water use per billing period.
3. **Class III Commercial Rate;** applicable to restaurants, hotels (with dining), bars and taverns (with dining), membership organizations (with dining): \$16.70 per sewer connection per billing period plus \$7.33 per thousand gallons of water use per billing period.
4. **Class IV Commercial Rate;** applicable to food markets, butchers, bakers, and food manufacturing: \$16.70 per sewer connection per billing period plus \$8.95 per thousand gallons of water use per billing period.
5. **Class V Commercial Rate;** applicable to mortuaries and miscellaneous heavy commercial manufacturing: \$16.70 per sewer connection per billing period plus \$10.58 per thousand gallons of water user per billing period.

C. RESIDENTIAL SANITARY SEWER RATES – OUTSIDE THE CITY OF GREELEY.

1.
 - a. **Single Family Metered Rate;** applicable to all residential users receiving metered water in which not more than one family unit is housed on the same lot or in the same building: \$16.70 per billing period plus \$6.13 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.
 - b. All new single family units which receive metered water will be assessed for 3,000 gallons of water at \$6.13 per thousand gallons plus \$16.70 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.
 - c. All single-family units with metered consumption less than 1,000 gallons in their most recent winter billing period shall be billed for actual consumption in subsequent billing periods, not to exceed an amount equal to 3,000 gallons of consumption.
2.
 - a. **Single Family Flat Rate;** applicable to all residential users not receiving City water in which not more than one family unit is housed on the same lot or in the same building: \$16.70 per billing period plus 3,000 gallons at \$6.13 per thousand.
3.
 - a. **Multi-Family Metered Rate;** applicable to all residential users receiving metered water in which two or more family units are housed on the same lot or in the same building: \$16.70 per sewer connection plus \$5.32 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.

- b. All new multi-family units which receive metered water will be assessed for 12,000 gallons of water at \$5.32 per thousand gallons plus \$16.70 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.
4.
 - a. **Multi-Family Flat Rate**; applicable to all residential users not receiving City water in which two or more family units are housed on the same lot or in the same building: \$16.70 per sewer connection plus 12,000 gallons at \$5.32 per thousand.

D. COMMERCIAL SANITARY SEWER RATES – OUTSIDE THE CITY OF GREELEY.

1. **Class I Commercial Rate**; applicable to car washes, cleaners, laundromats, schools, colleges, churches, retail stores, offices, beauty shops, financial institutions, membership organizations without dining facilities, service stations (without repair), motels (without dining), and bed and breakfasts which provide a continental breakfast: \$16.70 per sewer connection per billing period plus \$5.62 per thousand gallons of water use per billing period.
2. **Class II Commercial Rate**; applicable to bars and taverns (without dining), service stations (with repair), animal clinics, hospital/convalescent homes, photo finishing, light manufacturing, retail stores (with dining), convenience stores, and bed and breakfasts which cook a daily breakfast: \$16.70 per sewer connection per billing period plus \$7.45 per thousand gallons of water use per billing period.
3. **Class III Commercial Rate**; applicable to restaurants, hotels (with dining), bars and taverns (with dining), membership organizations (with dining): \$16.70 per sewer connection per billing period plus \$9.36 per thousand gallons of water use per billing period.
4. **Class IV Commercial Rate**; applicable to food markets, butchers, bakers, and food manufacturing: \$16.70 per sewer connection per billing period plus \$11.23 per thousand gallons of water use per billing period.
5. **Class V Commercial Rate**; applicable to mortuaries and miscellaneous heavy commercial manufacturing: \$16.70 per sewer connection per billing period plus \$12.70 per thousand gallons of water user per billing period.

E. INDUSTRIAL SANITARY SEWER RATES.

1. **SIC 2013 Rate**; applicable to prepared food manufacturers: \$16.70 per sewer connection per billing period plus \$22.34 per thousand gallons of sewer flow per billing period.

2. **SIC 2034 Rate**; applicable to dehydrated food producers: \$16.70 per sewer connection per billing period plus \$7.44 per thousand gallons of sewer flow per billing period.
3. **SIC 2047 Rate**; applicable to dog and cat food manufacturers: \$16.70 per sewer connection per billing period plus \$19.38 per thousand gallons of sewer flow per billing period.
4. **SIC 2873 Rate**; applicable to nitrogenous fertilizer producers: \$16.70 per sewer connection per billing period plus \$47.90 per thousand gallons of sewer flow per billing period.
5. **SIC 4212 Rate**; applicable to transportation equipment services providers: \$16.70 per sewer connection per billing period plus \$3.40 per thousand gallons of sewer flow per billing period.
6. **SIC 5169 Rate**; applicable to chemical and allied products manufacturers: \$16.70 per sewer connection per billing period plus \$3.88 per thousand gallons of sewer flow per billing period.
7. **SIC 7218 Rate**; applicable to industrial laundries: \$16.70 per sewer connection per billing period plus \$10.54 per thousand gallons of sewer flow per billing period.
8. **SIC 7542 Rate**; applicable to truck washes: \$16.70 per sewer connection per billing period plus \$8.16 per thousand gallons of sewer flow per billing period.

F. WASTEWATER PLANT INVESTMENT FEE.

The following minimum plant investment fee schedule for sewer taps is hereby established.

<u>Water Tap Size</u>	<u>Wastewater Plant Investment Fee</u>
3/4"	\$6,900
1"	\$11,500
1½"	\$23,000
2"	\$36,800
3"	\$80,500
4"	\$138,000
6"	\$287,500

An individual structure that contains more than one living unit (whether apartment, townhouse, mobile home, or condominium) may be served by a single tap.

APPENDIX C

2023 WATER AND SEWER DEPARTMENT MISCELLANEOUS FEES AND CHARGES

A. Water charges for meter failure or leak adjustments

1. Varies – Water charge will be based on the average consumption for the same period in two prior years and billed at the 2023 rates.

B. Water tap installation fees

1. $\frac{3}{4}$ " = \$205
2. 1" = \$225
3. 1 $\frac{1}{2}$ " = \$315
4. 2" = \$420
5. 4"-12" = \$540

C. Sewer tap installation fees

1. 4" = \$280
2. 6" = \$290
3. 4" to 6" on 15" or larger mains = \$425

D. Wastewater acceptance fee (hauled wastewater)

1. \$0.065/gallon

E. Water and sewer line crossing permits

1. Permit fee = \$50 per application
2. Inspection fee = \$100 per crossing

G. Construction cost recovery

1. Cost recovery for water and sewer assets will vary according to the development or site

H. Engineering design review fee

1. Varies – Review fee will be based on the length of the review and the cost of the engineer

I. Water Meter Fees

1. Varies – The meter fees are a pass through cost. The customer will pay the cost the City of Greeley pays to purchase the meters.

J. Tampering Fee

1. A \$200 fee will be assessed when water and sewer assets are damaged by a customer.

K. Publications

1. Printed - \$25
2. Electronic – Free

L. Insufficient Funds Fee

1. A \$20 fee will be assessed for insufficient funds and returned checks.

M. Other fees and charges

1. Fees may be charged for special circumstances outside the normal fee schedule. Such fees will vary.

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: Kelen Dowdy

Title: Integrated Water Resources Plan Update

Summary: This presentation will outline how the IWRP team is approaching the analysis of Terry Ranch integration and sustainable use. Importantly, the presentation will discuss the need to understand tradeoffs and highlight the project goal to identify near-term CIP that will be effective regardless of Terry Ranch integration details. Next steps will include an analysis to explore what projects may support Greeley's system with Terry Ranch online.

Recommended Action: Information only

Attachments: None



Integrated Water Resource Plan

Water and Sewer Board Update

December 14, 2022

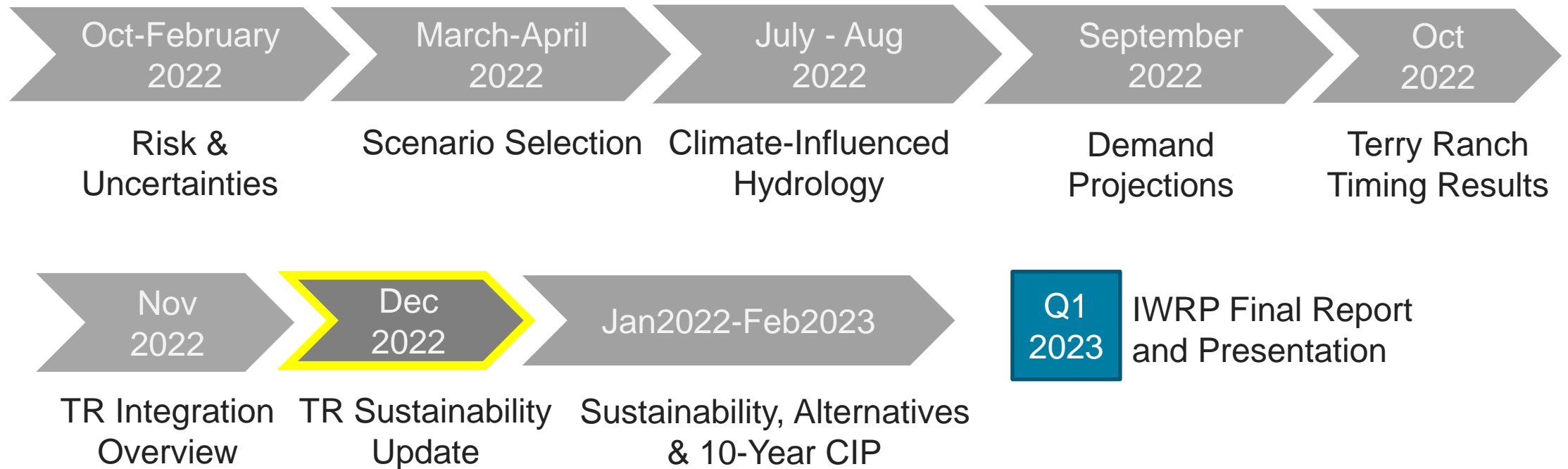


IWRP Vision Statement

“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



Analyzing Sustainable Use

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

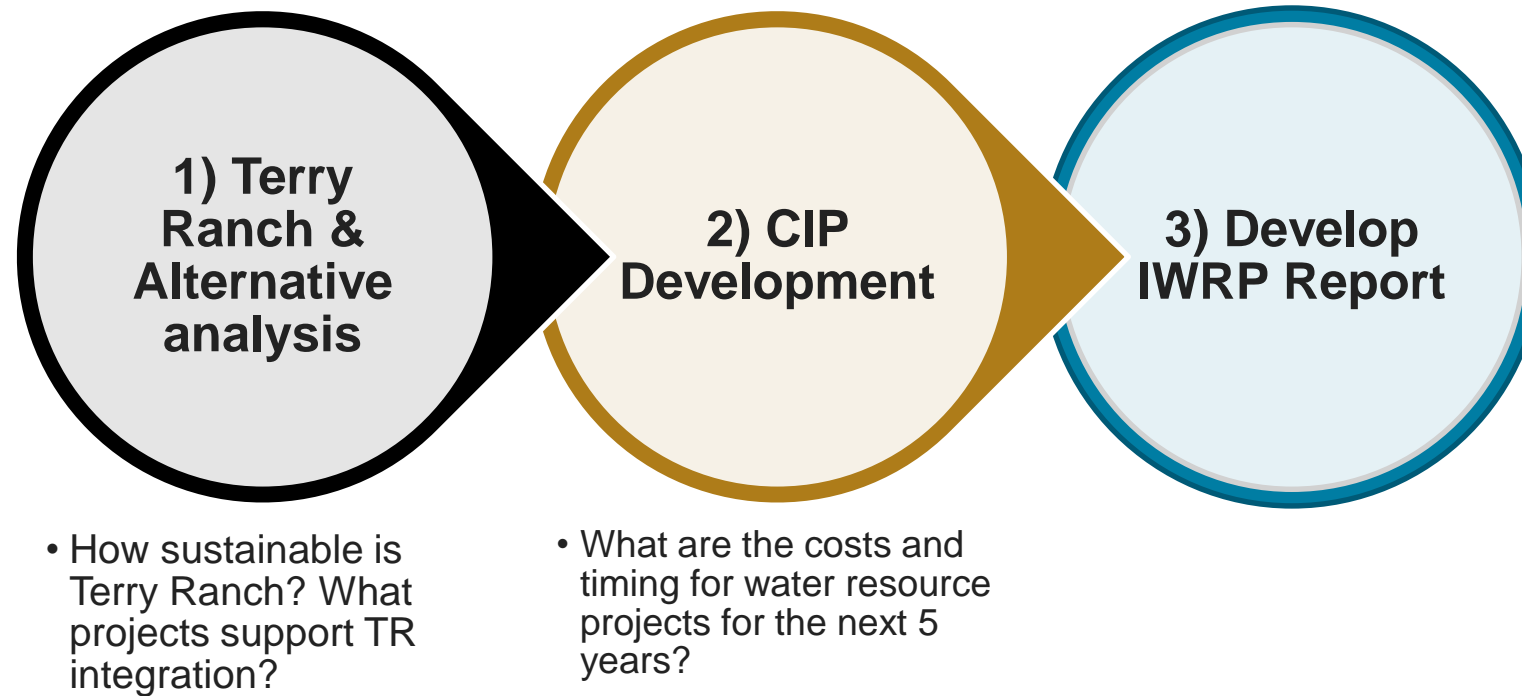
Understanding the tradeoffs

- **Alternative analysis** will help understand the tradeoffs of how we define TR sustainability and what projects are necessary to support the system at that level
 - We must continue to analyze the **tradeoffs** cost of investment into acquisition vs infrastructure
- **Adaptive management** of Terry Ranch will be necessary going into an uncertain future



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

Next Steps





Questions?

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: Peter Champion

Title: Terry Ranch Infrastructure Project Update

Summary: The City of Greeley Water and Sewer Department is currently working on design and construction of the first phase of the Terry Ranch Water Supply Pipeline. The first section is approximately six miles starting at the southern connection to the existing Bellvue sixty-inch water transmission pipeline located at approximately 1,500' south of State Highway 68 (Harmony Road) and 2,500' west of Weld County Road 15. The first section will travel northeast and end at approximately Hwy 14 and Weld County Road 19.

The first section is currently broken into three work packages, A, B, and C. Packages A and B are currently at the 95% design phase. The Reynolds, the construction contractor, is currently creating the Guaranteed Maximum Price (GMP) for package A and B with planned start of construction in February 2023 dependent on material availability. The Steel coil for the construction of the pipe has been ordered for work package A and B and the design drawings have been given to the pipe manufacturer for start of fabrication drawings. Work package C is currently in the design phase and working for a 60% design.

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

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

Recommended Action: None

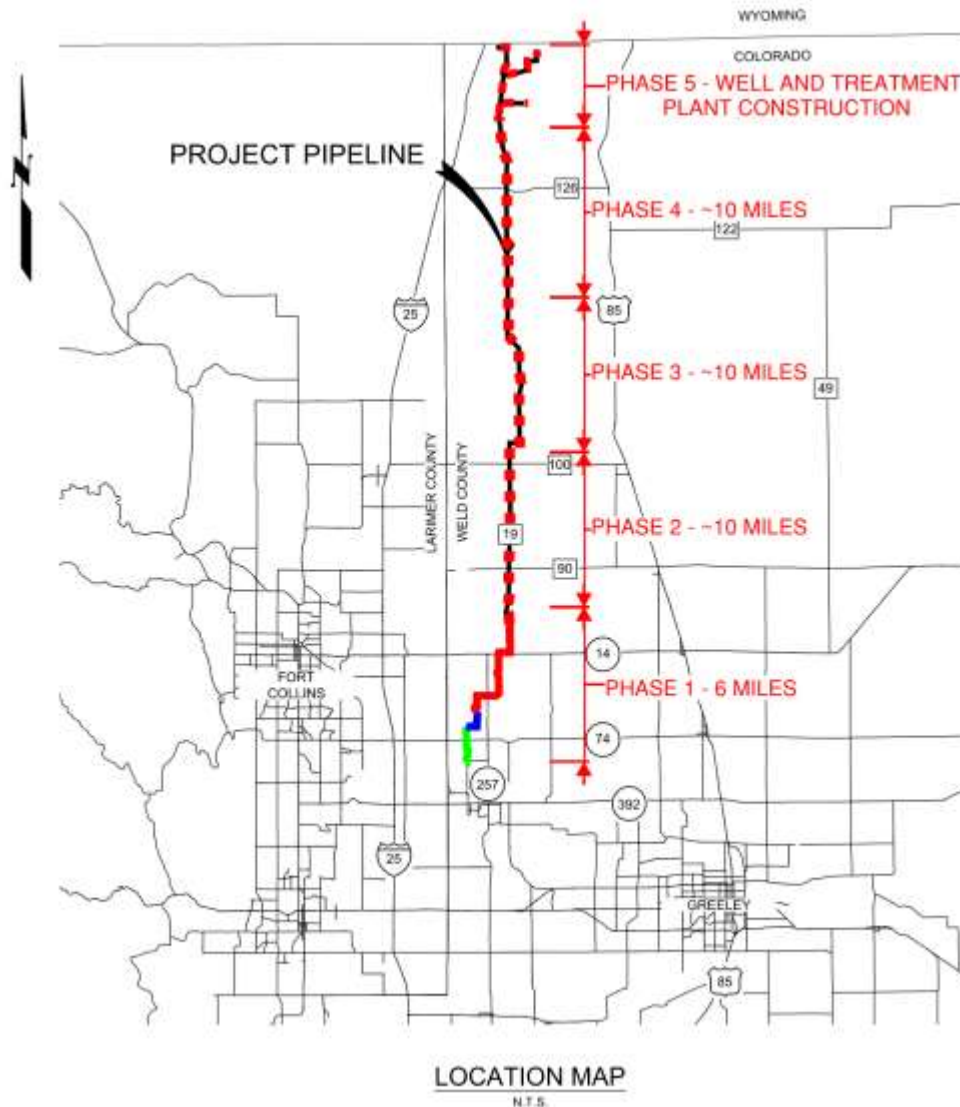
Attachments: None



TERRY RANCH PROJECT WATER SUPPLY PROGRAM

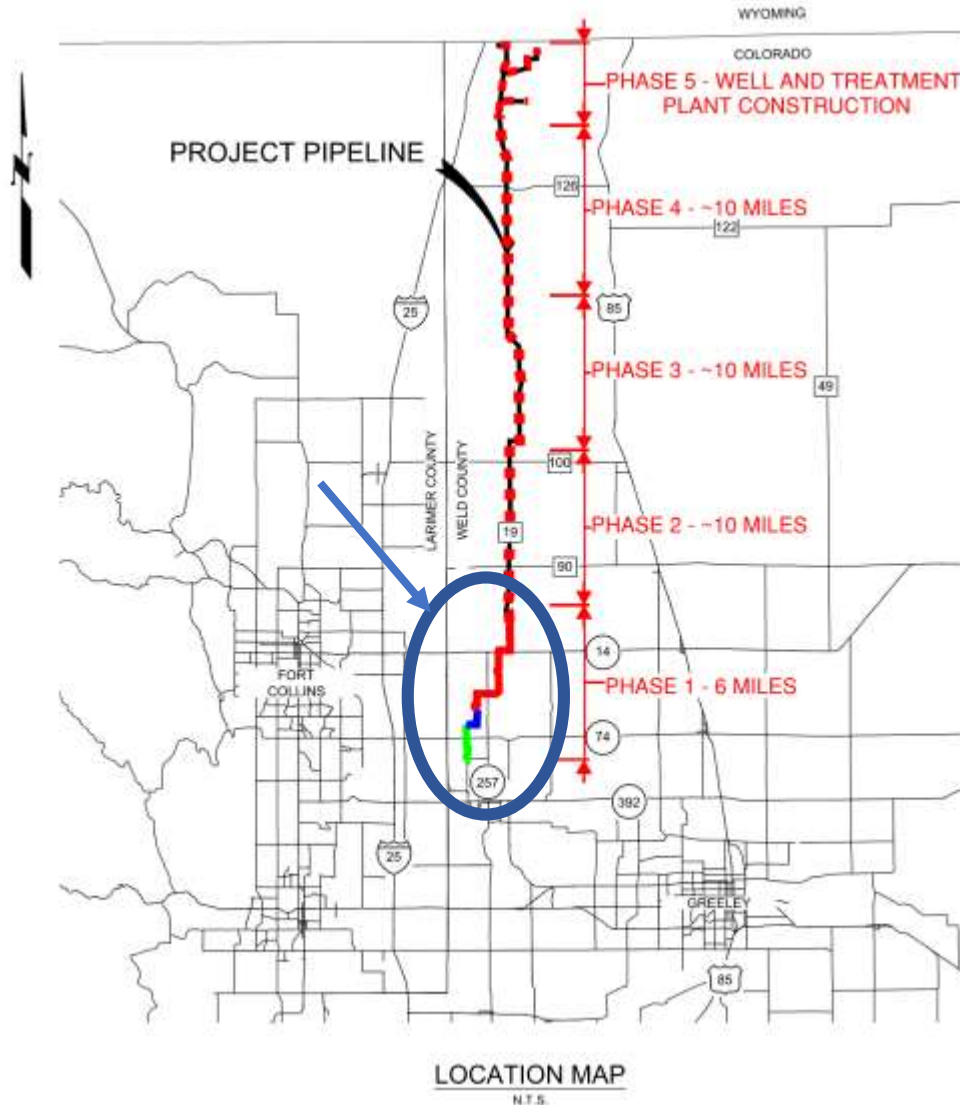
SEGMENT 1 STATUS UPDATE

OVERALL PIPELINE PLAN



- Phase 1
 - 2023/2024 – first 6 miles in three work packages
- Phases 2-5
 - Remaining Phases planned for construction following Phase 1
 - Roughly 10 mile segments
 - Raw water pumping, treatment, and storage planned in phases as well based on future projected use.

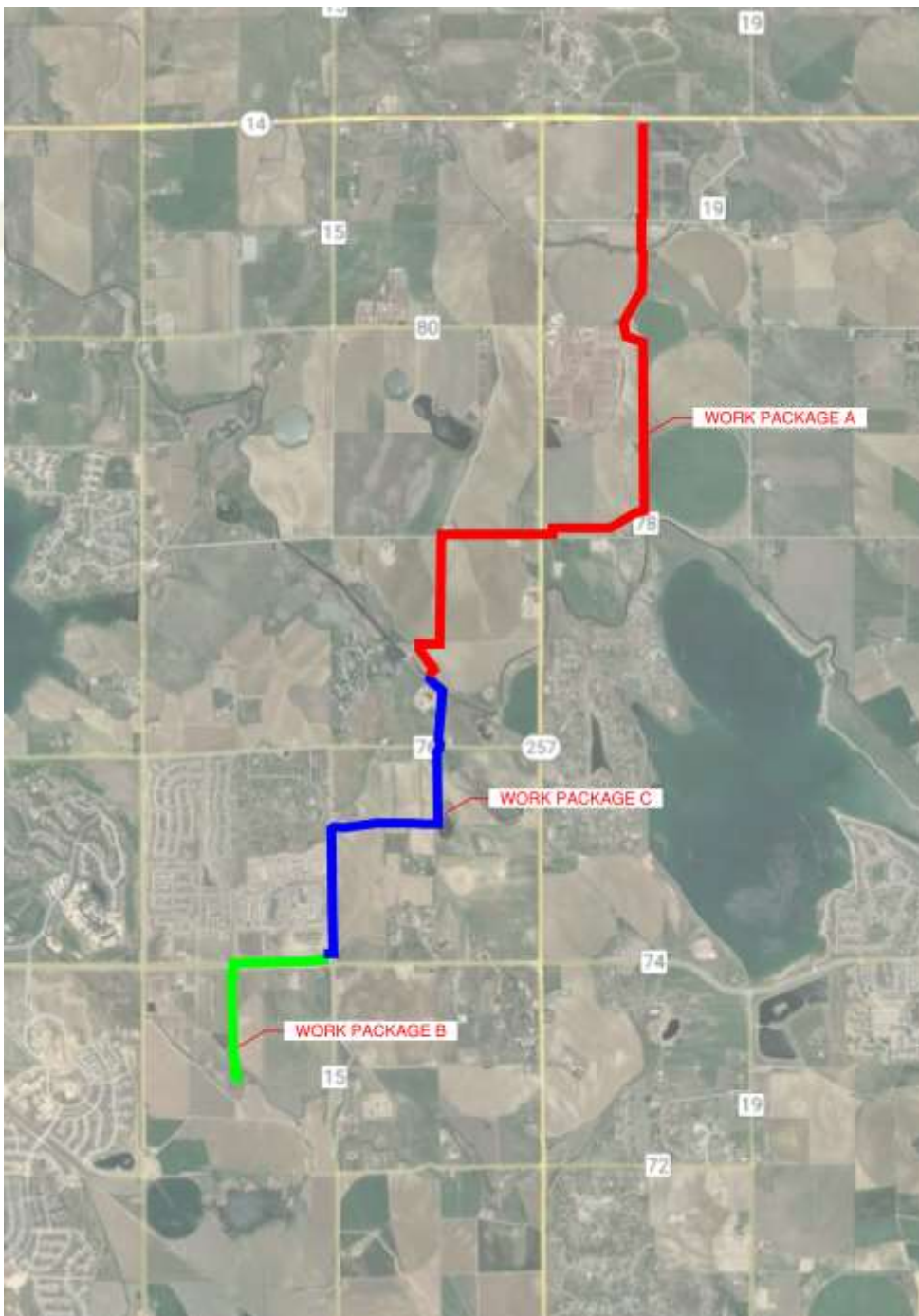
Phase 1 - PIPELINE PLAN



- Phase 1
 - Design advanced from May to present
 - 2023/2024 – first 6 miles designed and constructed in three work packages
 - Phase 1 gets pipeline from connection to Bellvue 60" transmission line to north of HWY 14 to be outside of current highly developing areas

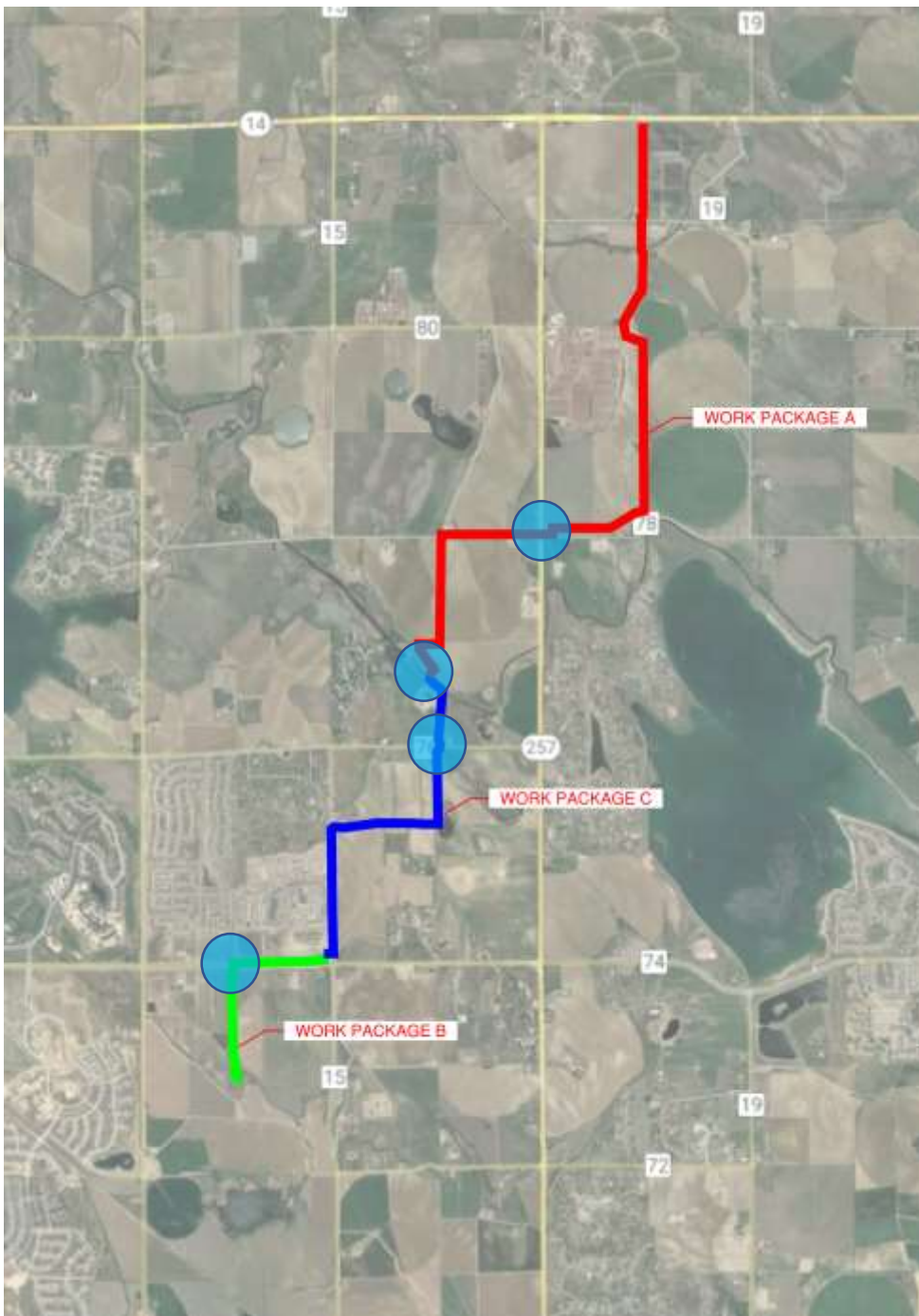
SEGMENT 1- EXTENTS

- Segment 1 Broken into 3 Work Packages (WP)
 - WP-A: Larimer and Weld County Canal Crossing to HWY 14
 - WP-B: 60" Potable Line connection to Harmony Rd/CR 15
 - WP-C: Harmony Rd to Larimer and Weld County Canal Crossing



SEGMENT 1- TUNNELS

- Currently 4 Tunnels Planned
 - WP-A
 - HWY 257
 - WP-B
 - Harmony Road
 - WP-C
 - Larimer and Weld County Canal
 - CR 76



SEGMENT 1- EASEMENTS

- Current Easement Status

- WP-A: Some legal descriptions still being drafted; Acquisitions are in progress for the rest.
- WP-B: All Easement Agreements are complete, Acquisitions are in process
- WP-C: Legal descriptions being developed based on design layout, not finalized yet

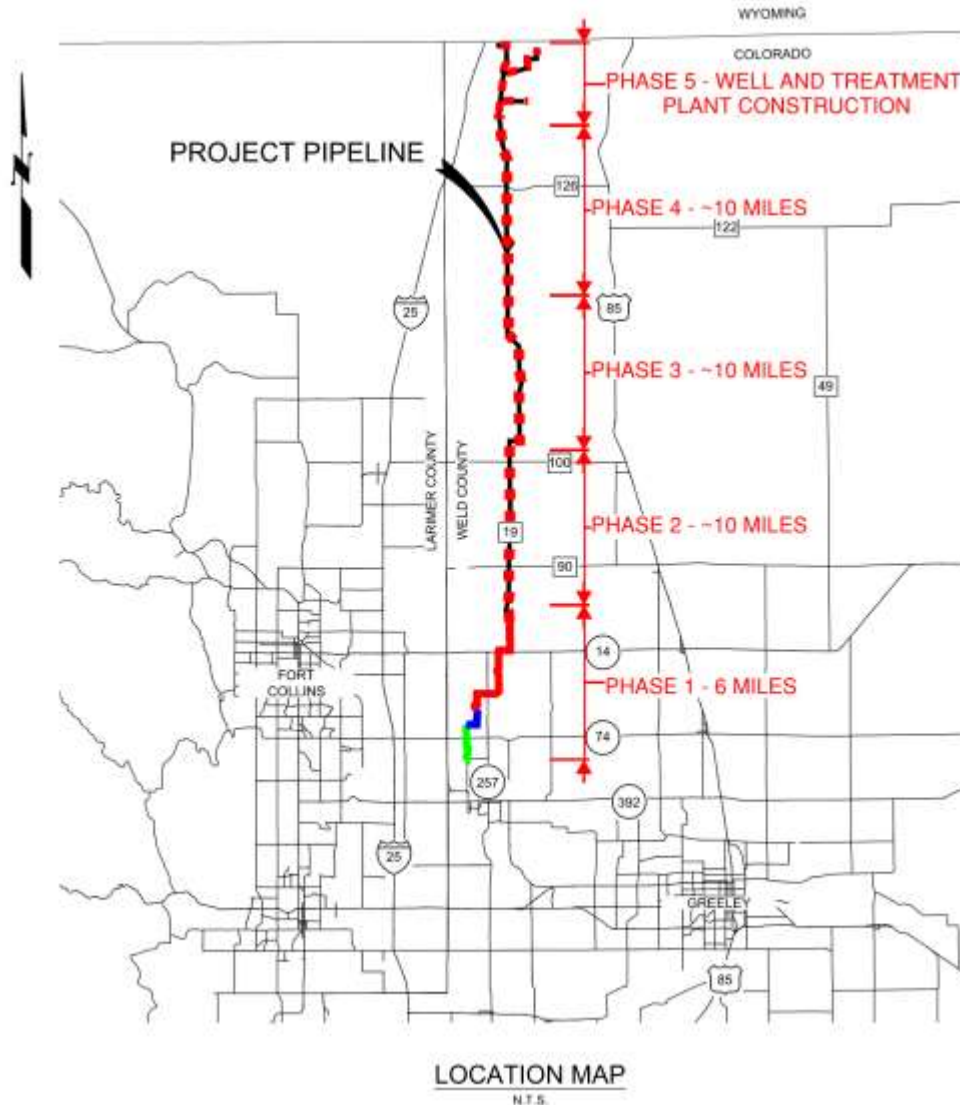


SEGMENT 1- SCHEDULE

- Overall Construction
 - Feb/Mar 2023 – July 2024
- Work Packages A & B
 - 95% design complete
 - Contractor pricing due in early Jan
 - Steel pipe fabrication in process
 - Construction start in Feb/March
- Work Package C
 - In design development
 - Planned construction start – May 2023



OVERALL PIPELINE PLAN



- Overall Budget and Schedule

- Phase 1

- \$34M
 - 2023/2024

- Phase 2

- 60% Design 2023
 - Construction and final design 2024/2025 if funding is available

- Phases 3 & 4

- 60% Design 2023
 - Construction and final design as funding allows

- Phase 5, and Well Site Development

- All on Ranch Activities
 - Construction and final design as funding allows

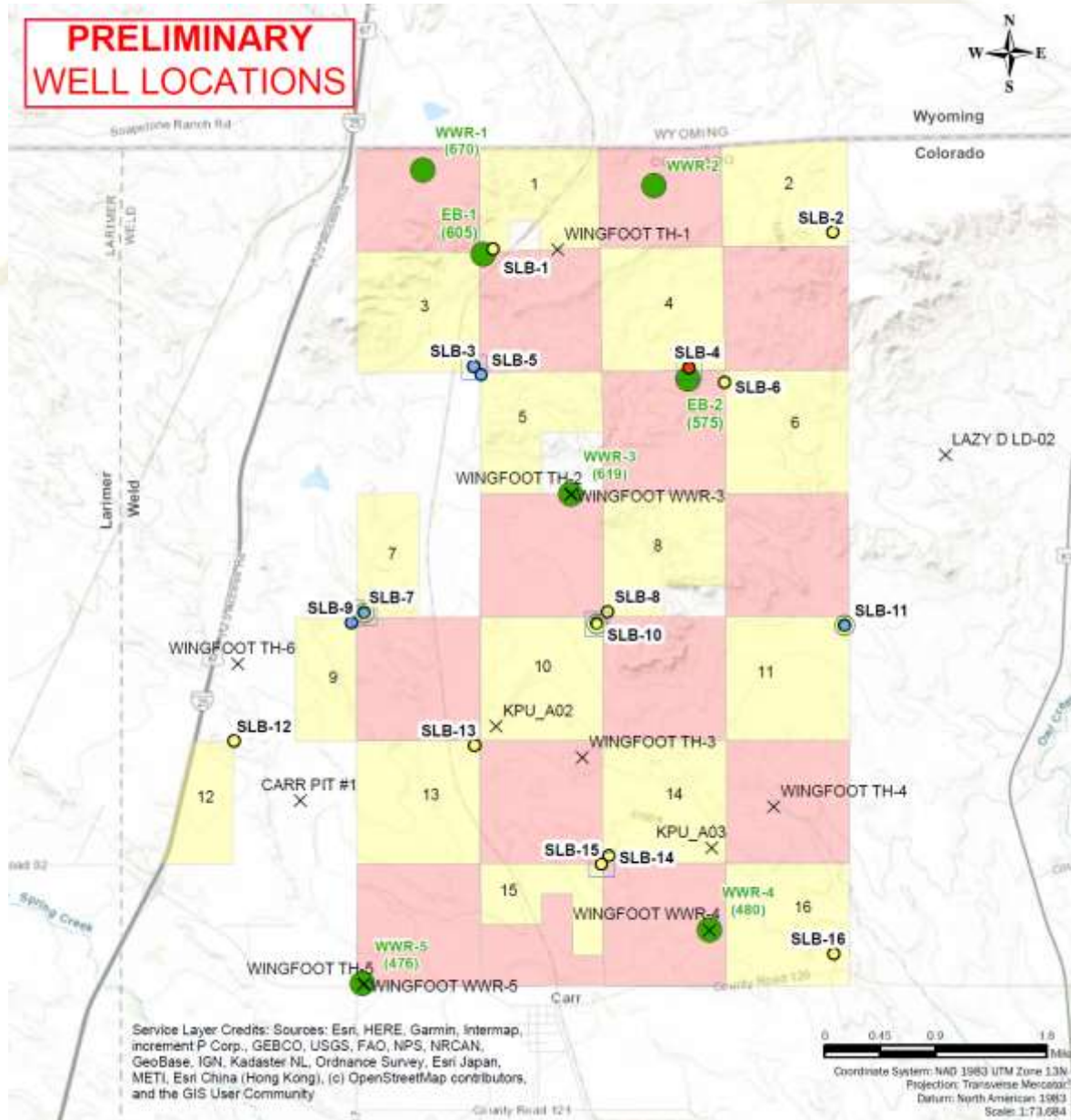
Terry Ranch - State Land Board (SLB) Lease



- SLB Lease Overview

- The lease was assigned to Greeley at the closing of Terry Ranch
- SLB parcels dispersed in a checkerboard pattern with Terry Ranch
- Lease allows Greeley to develop and use leased water from the SLB parcels surrounding Terry Ranch
- Expires on January 18, 2028

Terry Ranch - State Land Board (SLB) Lease



- To prepare for water court case: Greeley is seeking to drill wells within the next year on the SLB parcels
 - The RFP for the drilling contractor will go out in January 2023
- Once the wells are complete a Preliminary Engineering Report will be created
- Greeley will then enter a change case for the State Land Board properties with State Land Board as a co-applicant

QUESTIONS

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: Adam Prior, Chief Engineer & Michaela Jackson,

Title: EPA Lead and Copper Rule Revisions Update

Summary: In recent years, there has been greater national awareness of the potential for lead in drinking water and the adverse health effects this can cause over a long period. Lead pipes have historically been used in homes, as people did not know that lead could seep out into drinking water. The issue really became apparent with the public health crisis in Flint, Michigan, from 2014-2019.

The water leaving Greeley's treatment facilities is lead-free, lead does not come from our water supplies or the city's water delivery pipelines. We have been monitoring and proactively removing lead from our supply network since the 1990's. Historically, lead piping was sometimes used in the service lines that connect individual properties to the water main. The Water & Sewer Department has already replaced all known City-owned portions containing lead (from the water main to the water meter) but has not replaced the customer-owned portions (from the meter to the house). Up until now, these have been left for homeowners to replace at their own discretion. This means that in older homes built prior to 1981 (based on Greeley's adoption of the International Plumbing Code that banned lead in water service lines) the customer portion of service lines may still contain lead.

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

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

Before potholing begins, affected customers will receive two notification letters, a door hanger, and City personnel or a consultant will be available for communications. These customers will also receive an invitation to complete an online survey to identify service line material as it enters the home. Those who complete the survey will receive a \$50 discount from their water bill. Those with suspected or confirmed lead service lines or galvanized steel downstream of a historical lead service line will be offered free filtered water pitchers and a six-month supply of replacement filters.

Where lead or galvanized steel downstream of historical lead service lines are identified, the project titled: WATER SERVICE LINE REPLACEMENT PROJECT will replace these water service lines. This project will replace service lines to the first fitting inside of the customer's

house as required by the EPA's revisions at no cost to the customer. Customers will need to sign an acknowledgement and consent form for this work to take place. They can decline this replacement, but they may eventually be required to do so at their own expense, estimated at \$6,000 to \$10,000.

These projects are critical for the City of Greeley as we meet changing regulations and continue our mission to provide high quality, safe, and reliable drinking water to customers. Effective communication and customer engagement will be key to the success of this project. More information is available on our website at [Lead and Copper \(greeleygov.com\)](http://greeleygov.com/LeadandCopper).

Recommended Action: None

Attachments: None

EPA Lead and Copper Rule Revisions Update

Adam Prior
Chief Engineer

Michaela Jackson
WQ & Regulatory Compliance Manager

**Water & Sewer Board Presentation
December 14, 2022**

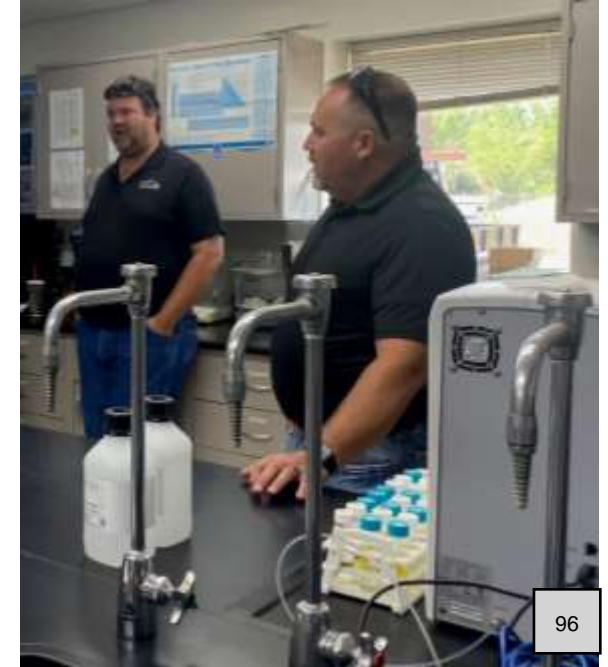
Overview

- **Background**
- **EPA Lead & Copper Rule Revisions**
- **New Requirements**
 - Schools and child care facilities
 - Sampling/testing
 - Service line inspection, replacement & inventory
- **Greeley Water Actions**
- **Next Steps**



Background

- Greeley's Water is lead-free – thorough testing confirms high water quality delivered 24/7 from our treatment facilities.
- Homes or businesses built prior to 1981 may have pipes or plumbing containing lead that could impact water quality at a customer's tap.
- Greeley Water is launching a program to inspect customer service lines to identify and replace those containing lead.
- This program will support compliance with new EPA revisions to the Lead and Copper Rule.
- Our top priority is providing safe drinking water and protecting public health.



Background: Lead & Copper

General History

- 1800s and early 1900s: Lead was commonly used in plumbing and water distribution
- Beginning in late 1800s: Health effects were observed
- 1986: Congress banned use of lead water pipes
- 1991: Lead and Copper Rule published to reduce risks primarily through corrosion treatment techniques
 - Lead and copper can enter drinking water through corrosion of materials in distribution system and household plumbing
 - Common sources include service lines, faucets, solder, pipes, and fixtures

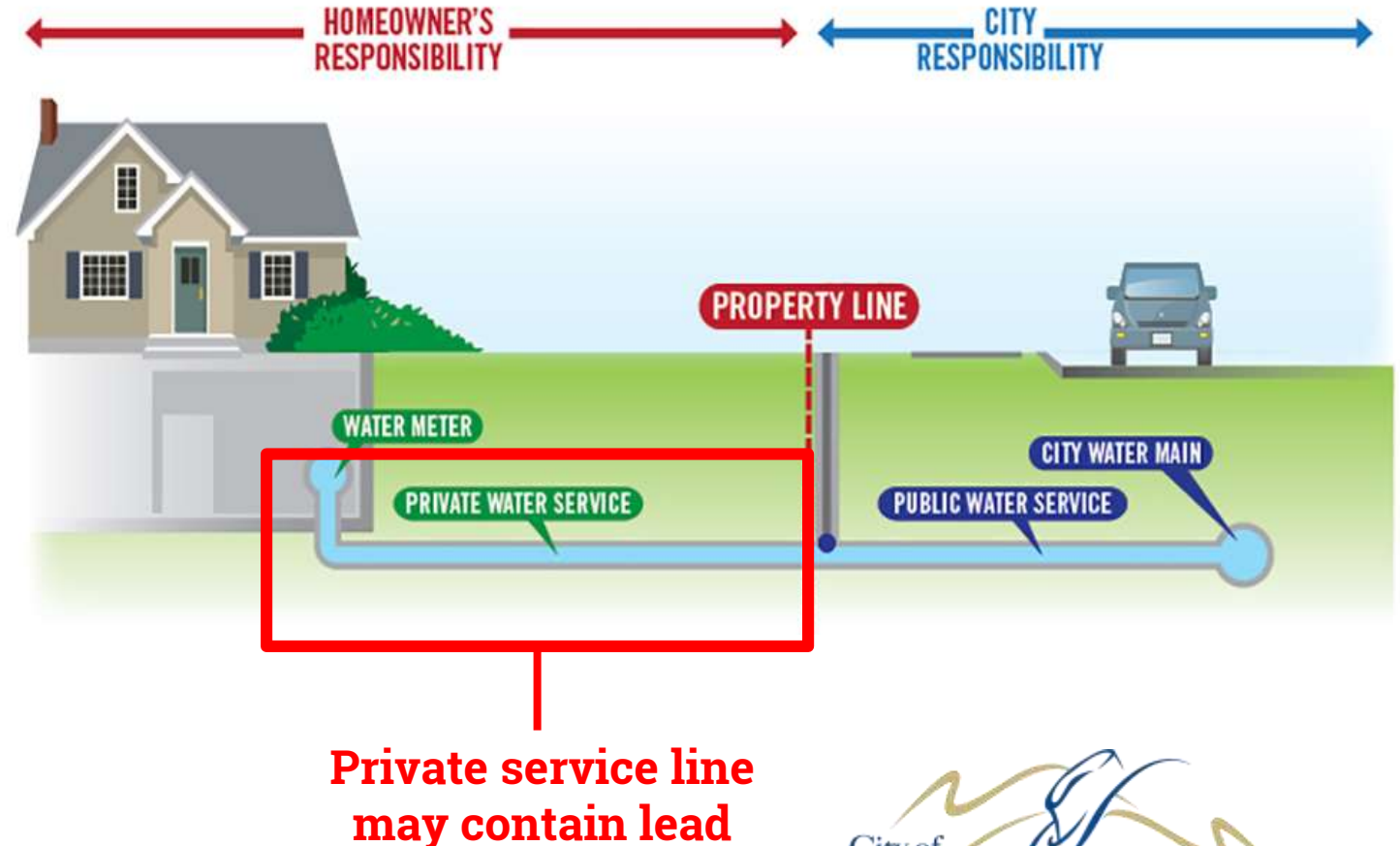


1936 photo of workers installing water pipes in an Indiana community

Background: Lead & Copper

What is a service line?

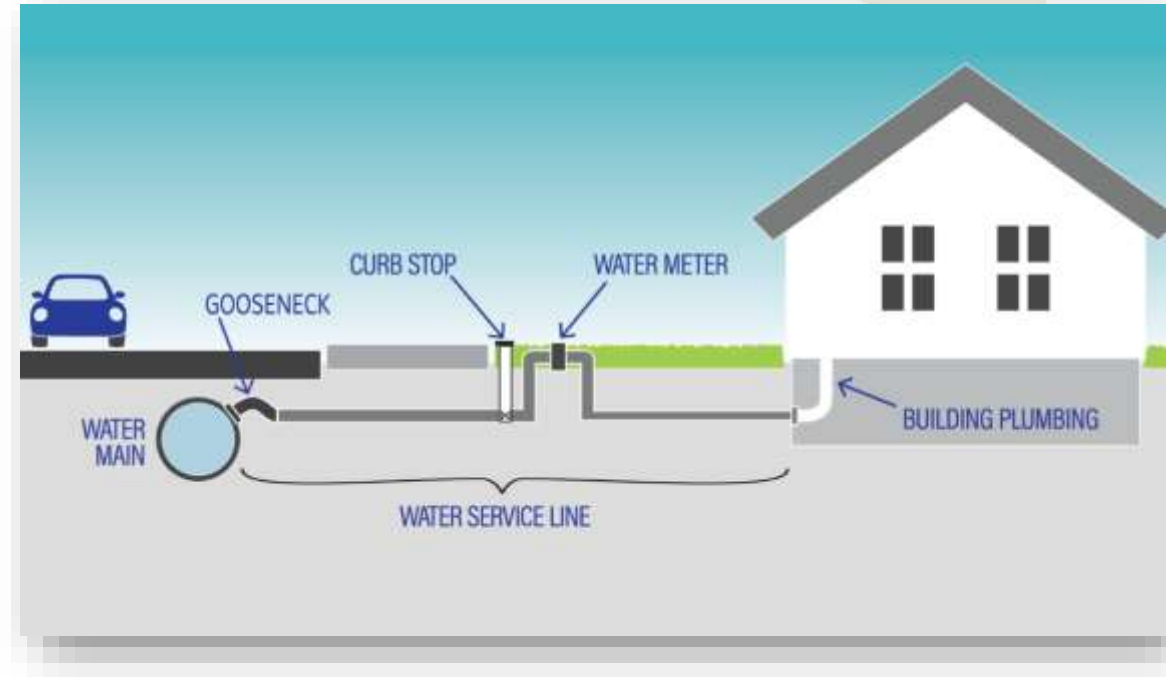
- A service line is the pipe that provides drinking water from a water main to customers homes
- Two Maintenance Responsibilities:
 - **Public:** From the water main to the curb stop
 - **Private:** from the curb stop to the internal plumbing



Background: Lead & Copper

Greeley History

- 1980: Greeley adopted 1979 International Plumbing Code in 1980 that banned lead in service lines
- Lead observed in service lines of some houses constructed before 1960
- Greeley began removing all known public/city lead lines in 1990s and continues those efforts today through:
 - Meter program
 - Cement lining program
 - Daily operations
- **To date, Greeley has replaced 1,980 lead lines on the public/city side**



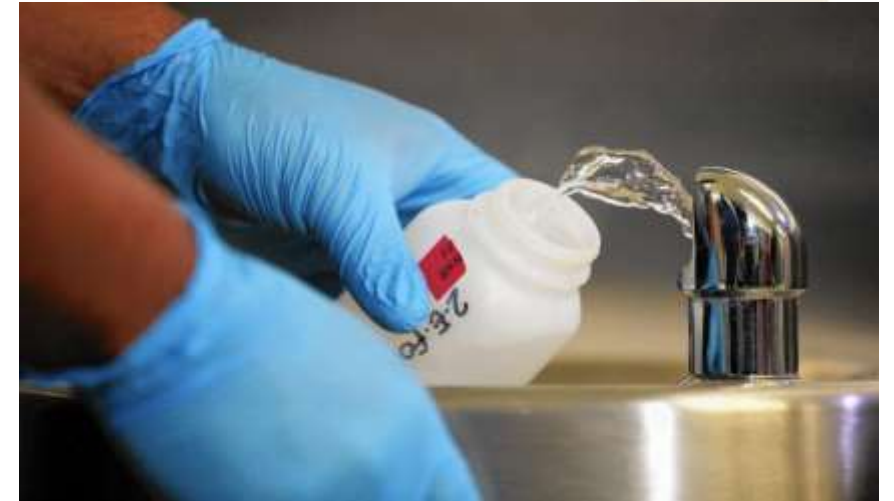
Lead & Copper Rule Revisions (LCRR)

- In response to the Flint, Michigan lead crisis, on Dec. 16, 2021 the EPA published regulatory revisions to the National Primary Drinking Water Regulation
 - **Implementation date of Oct. 16, 2024**
- **New Lead and Copper Rule Revisions (LCRR) to provide greater protection for public health by reducing exposure to lead and copper in drinking water.**
- Crucial for Greeley to develop and implement procedures to be in position to meet the new regulations prior to LCRR implementation deadline in 2024.

Lead & Copper Rule Revisions (LCRR)

Schools and childcare facilities

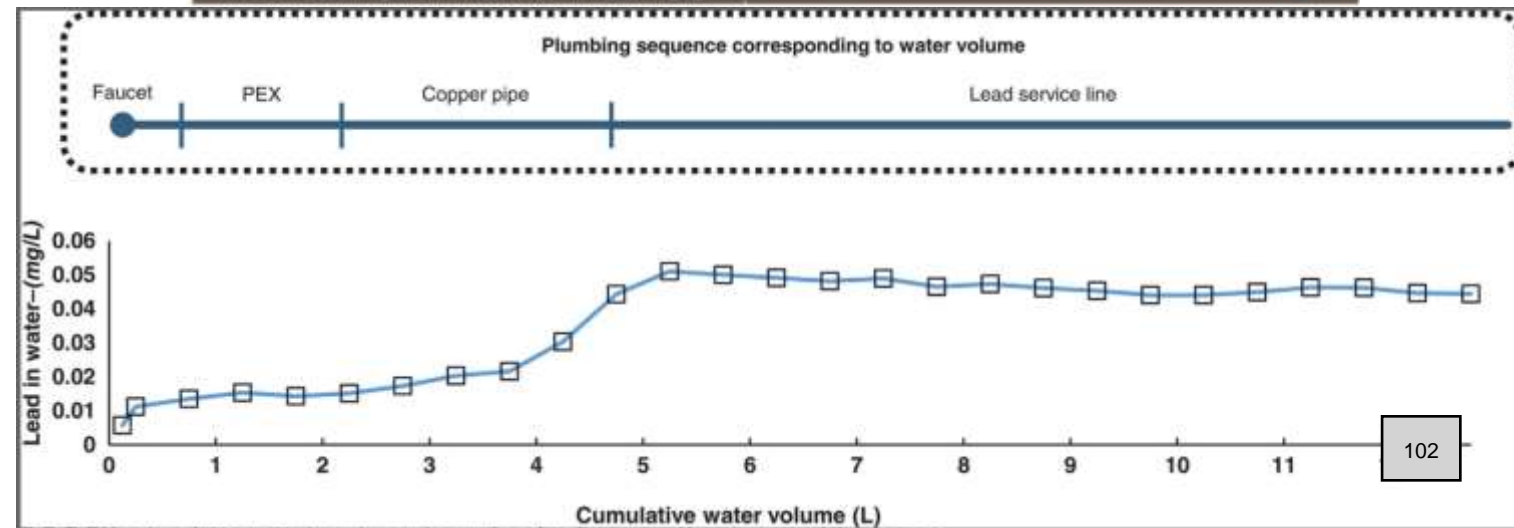
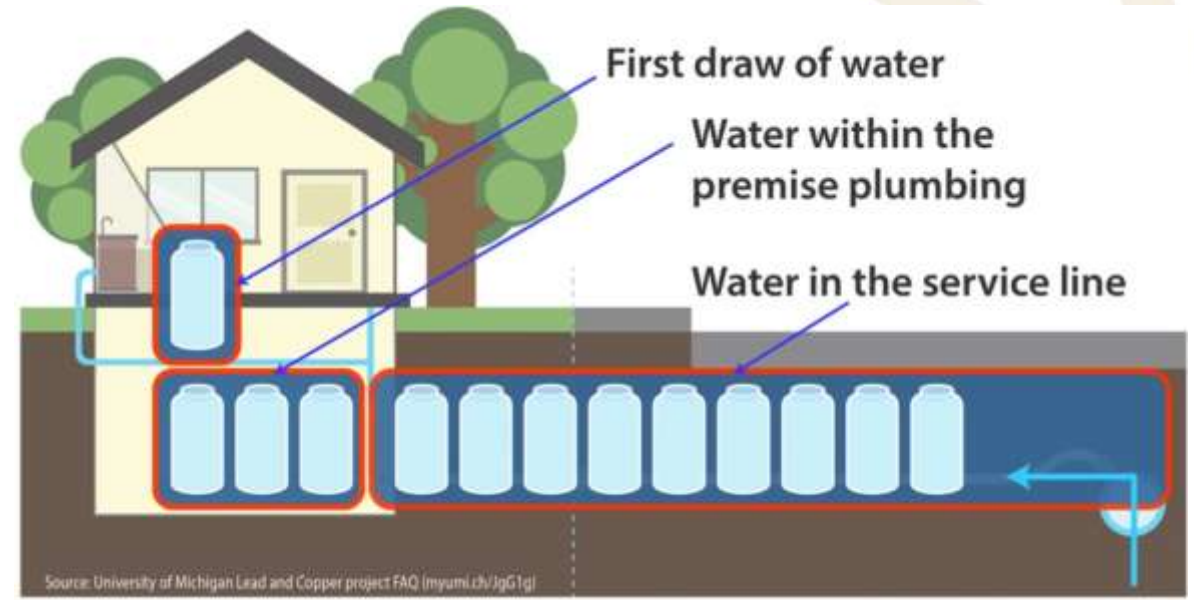
- Community water systems are required to test at childcare facilities and elementary schools
- Secondary schools can request testing anytime
- Provide information on how school or childcare facility can reduce lead in drinking water



Lead & Copper Rule Revisions (LCRR)

Changes to Site Sampling

- Collection Procedure
- Sample Site Selection
- Monitoring Frequency



Lead & Copper Rule Revisions (LCRR)

15+ ppb

Tap Sampling: Standard monitoring every 6 months
CCT: Implement or re-optimize treatment
LSLR: Full replacement at 3% per year

Action Level 15 ppb

**10-15
ppb**

Tap Sampling: Standard monitoring every year
CCT: Conduct new CCT study or re-optimize treatment
LSLR: Full replacement at defined goal rate

Trigger Level 10 ppb

**0-10
ppb**

Tap Sampling: Reduced monitoring every 3 years
(Only if no LSL's present in system)
CCT: Maintain treatment and WQPs
LSLR: Voluntary

**NOTE: GREELEY IS
CONSIDERED TO HAVE
OPTIMAL CORROSION
CONTROL– MEANING OUR
TRIGGER LEVEL IS 5 ppb**

One ppb is one part of lead within one billion parts of water

Lead & Copper Rule Revisions (LCRR)

Notification requirements

- Public notification within 24 hours of a 90th percentile lead level > Action Level
- Provide notice to customers whose individual tap sample is > 15 ppb within 3 days



Lead & Copper Rule Revisions (LCRR)

Notification requirements

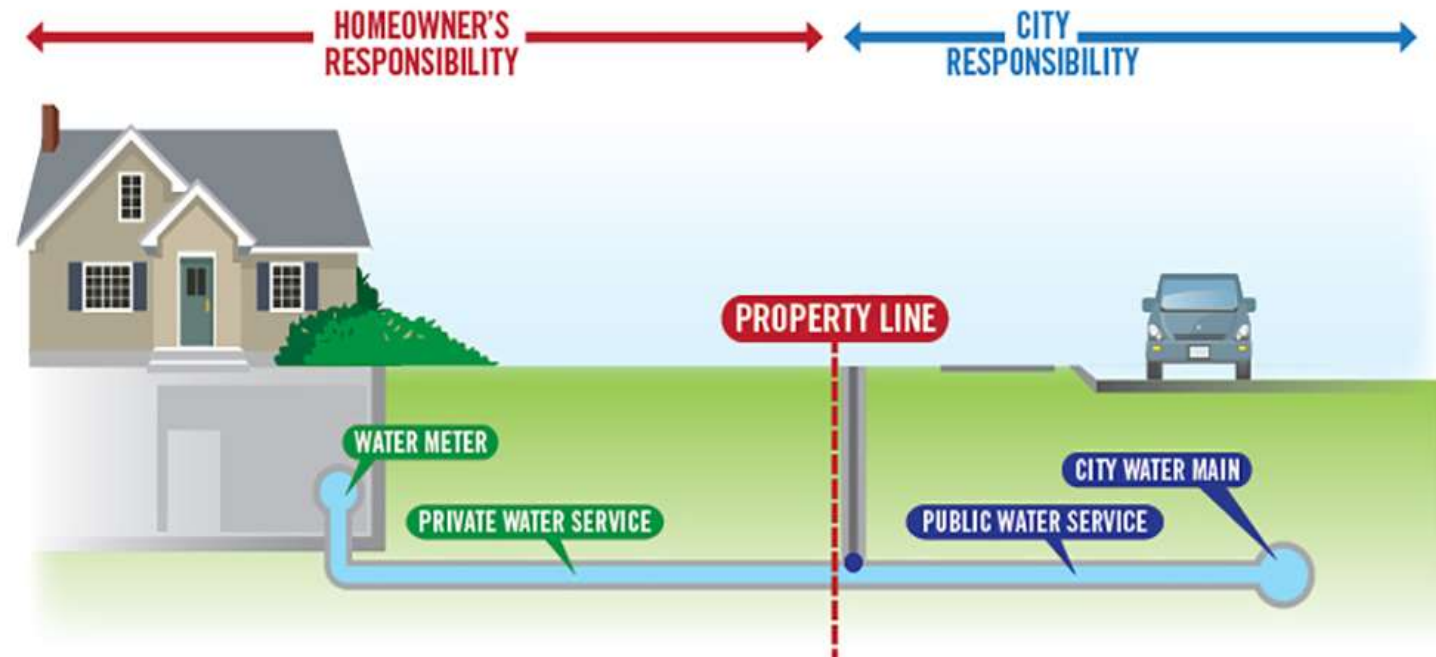
- Include educational material in Consumer Confidence Report
- Conduct annual outreach if Trigger Level is exceeded
- If action level is exceeded:
 - Deliver Printed material to schools, community organizations, hospitals and clinics, pediatricians, local welfare agencies, etc.
 - Post printed material on website
 - Submit press release to newspapers, televisions, and radio stations
 - Additional activities in consultation with the state



Lead & Copper Rule Revisions (LCRR)

Service Line Replacement

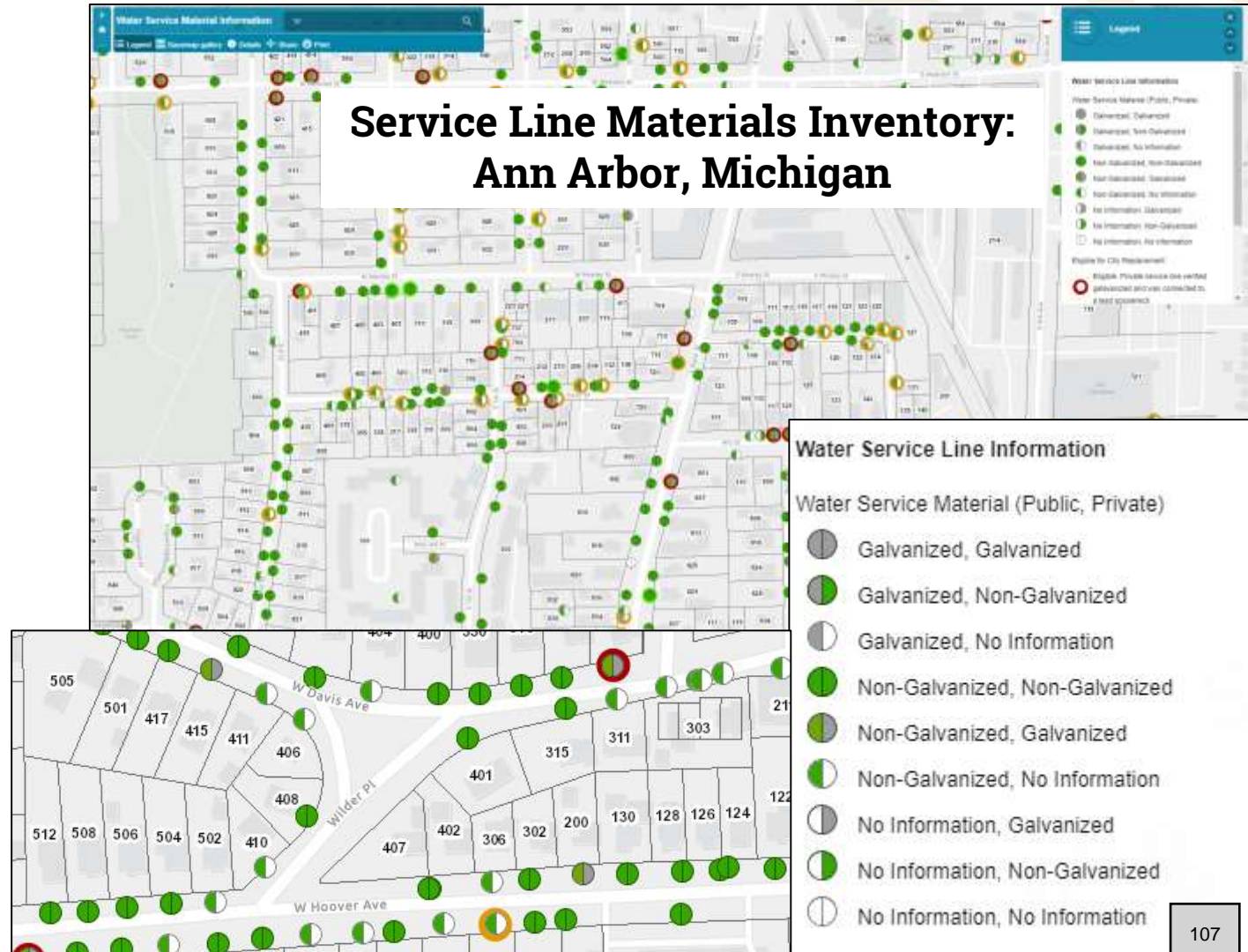
- Replacement of all lead service lines to first fitting in house
- Requires replacement of galvanized steel downstream of any historical lead lines
- **Greeley will be replacing lead customer service lines at no cost to customer**
 - **Private systems are excluded**



Lead & Copper Rule Revisions (LCRR)

Required Service Line Materials Inventory:

- Publicly available online
- Define service line materials on the public and private side
- Update annually
- Distribute annual notification letters to all customer with lead service line (LSL) or unknown service lines



Greeley Water Actions for LCRR

- Developed preliminary service line inventory and plan for inspections
- Budgeted for potholing & replacements 2023 – 2028 (\$10 million)
- Contracts with contractors for potholing & replacements
- Developed water quality sampling method for specific locations
- Online Questionnaire for Customer Service Lines at:
greeleygov.com/leadprotection
- Developing communications for customers
- Expanding on existing corrosion control measures through study with Carollo Engineers to optimize Bellvue & Boyd WTP water to further minimize potential for corrosion of Lead & Copper lines
- Completing service line loop study for optimal corrosion control

Greeley Water Next Steps

- Begin inspections and potholing public and private service lines at 1,960 initial locations – Jan/Feb 2023
- Begin service line replacements – March/April 2023
- Update budgets for 2024-2028 based on contractor pricing
- Conducting exploratory water quality sampling at specific locations and providing water filters for locations where actionable levels exist
 - **Presence of lead service line does not automatically mean water contains lead**
- Distribution of customer Service Line Questionnaire – \$50 credit to complete
 - Customers needing assistance should contact: **waterquality@greeley.gov**
- Outreach to schools and childcare facilities
- Ongoing communications to customers: **“Lead Protection Starts With Inspection”**
Details at: **greeleygov.com/leadprotection**

Customer Requests



Complete online Questionnaire especially for homes built prior to 1981



Support testing and inspections – initial focus on 1,960 older homes/buildings



Stay informed through notifications and follow recommendations



Inspect older plumbing and fixtures inside homes/buildings – replace and/or use filters if not certified lead-free



Contact our team with questions: **waterquality@greeley.gov**

Questions?



Sustainable Resources and Infrastructure

Greeley Lead Service Line - Identification & Replacement Project

In recent years, there has been greater national awareness of the potential for lead in drinking water and the adverse health effects this can cause over a long period. Lead pipes have historically been installed in homes, in a time when people did not know that lead could seep into drinking water. The issue really became apparent with the public health crisis in Flint, Mich., from 2014-2019.

The water leaving Greeley's treatment facilities is lead-free, compliant with drinking water regulations, and high quality. Lead in domestic water does not come from our water supplies or the city's water delivery pipelines. We have been monitoring and proactively removing lead from our supply network since the 1990's. Historically, lead piping was sometimes used in the service lines that connect individual properties to the water main. The Water & Sewer Department has already replaced all known city-owned portions of the service lines containing lead (from the water main to the water meter,) but has not replaced the customer-owned portions (from the meter to the house) as shown in Figure 1. Until now, these have been left for homeowners to replace at their discretion. This means that older homes in Greeley may still have service lines that contain lead. In practice, the City of Greeley has found lead service lines present in homes built prior to 1960, therefore we are prioritizing these homes. However, it was not until 1980 that Greeley adopted the International Plumbing Code that banned lead in water service lines, so there is a small chance that lead service lines could be present until this date.

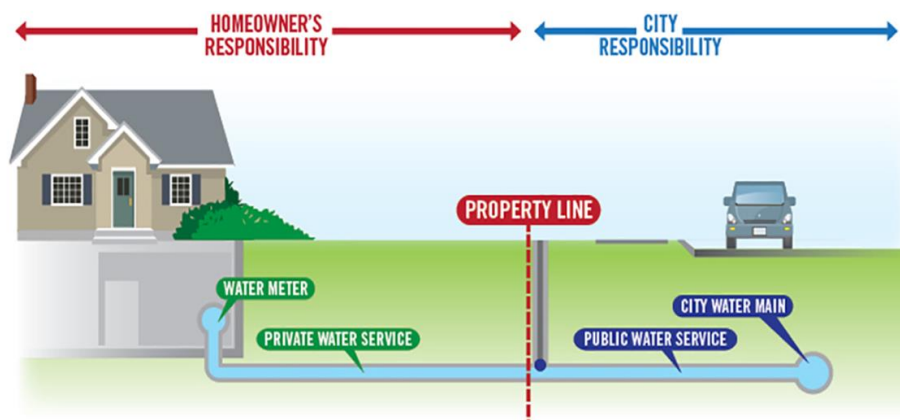


Figure 1 – Typical maintenance responsibilities between City and Homeowners.

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

To provide the best possible water to our customers, and to stay ahead of the regulatory framework the city is preparing to undertake two related projects. The first project is known as the WATER SERVICE LINE INVENTORY POTHOLING PROJECT. This project will identify homes with lead service lines or galvanized steel downstream of historical lead service lines. The first phase will start in early 2023. It begins with direct mail communications and an online questionnaire for impacted customers. Thereafter, the project must further investigate those service lines that are likely lead or galvanized downstream of lead by “digging” basketball-sized holes, known as potholing. The potholing work is focused at this time on 120 high priority properties to identify and document service line pipe material (public & private). This project will then be expanded to further investigate nearly 2,000 older homes over the next three years.

Before potholing begins, affected customers will receive two notification letters and a door hanger. In addition to this, city personnel will be available to answer customer questions. Customers will also receive an invitation to complete an online questionnaire to identify service line material as it enters the home. Those who complete the survey will receive a \$50 discount on their water bill. Those with suspected or confirmed lead service lines or galvanized steel downstream of a historical lead service line will be offered free filtered water pitchers and a six-month supply of replacement filters.

Where lead or galvanized steel downstream of historical lead service lines are identified, the second project, known as the WATER SERVICE LINE REPLACEMENT PROJECT, will replace such lines at no cost to the customer (private systems are excluded). The new service lines will extend to the first fitting inside of customer homes as required by the EPA’s LCRR revisions. Customers will need to sign an acknowledgement and consent form for this work to begin. They can decline this replacement, but they may eventually be required to do so at their own expense, estimated at \$6,000 to \$12,000.

These projects are critical for the City of Greeley as we meet changing regulations and continue our mission to provide high quality, safe, and reliable drinking water to customers. More information is available on our website at [Lead and Copper \(greeleygov.com\)](https://www.greeleygov.com/Lead-and-Copper) The water quality team can also be contacted via email at waterquality@greeleygov.com or by phone at **970-350-9836**.

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: 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.

Based on our review of the October, 2022 Water Court Resume, staff and water counsel do not recommend that the Water and Sewer Board file statements of opposition to any water court applications that would be due at the end of December, 2022.

Recommended Action: Informational Only

Recommended Motion: Informational Only

Attachments:

1. Legal Report for December, 2022

Water & Sewer Agenda Summary

Date: December 14, 2022

Key Staff Contact: Sean Chambers, Water and Sewer Director

Title: Director's Report

Summary:

The Director has provided information and attachment related to the communications on 2023 rates and fees.

The Board will recall that departmental staff, Finance Dept., City Manager's Office and the Board worked diligently to manage increased operational costs, inflationary impacts and several large regulatory driven projects for the municipal wastewater (sewer) treatment facility. Several municipal water system construction projects were deferred beyond 2023 to help absorb the impacts of inflation across all operational and capital project budgets. The Wastewater rate adjustment is large, and the project is required to meet unfunded environmental health mandates.

Staff have worked closely with Communications and engagement staff to develop a communications plan, informational summaries, web page information, YouTube.com informational videos, social media posts and a draft press release on the rate and fee adjustments for 2023. The attached info sheet will be provided as a bill stuffer for all customers.

- The Water & Sewer Dept Staff

Recommended Action: N/A

Attachments:

- Utility Rate and Fee Snapshot Bill Stuffer Summary



Greeley Water, Sewer, and Stormwater will need to spend more in 2023 to keep the city's utilities resilient and to protect your property and our community. That means about a \$8.67 a month proposed increase (on average) in utility bills. The proposed increases fund public health and safety projects for water, wastewater, and stormwater to ensure safety, system reliability and readiness for today and into the future.

These proposed water and sewer rate increases are not yet final and will go before the Water and Sewer Board for consideration in December. Greeley City Council approved the stormwater rate increase with the 2023 budget.

Why the proposed increase

The proposed water rate increase allows for continued investment to replace aging infrastructure in 2023. However, officials intentionally put a number of infrastructure construction projects on hold to reduce the water rate increase. While chemicals, power and materials costs have all increased over recent months, the city's water utility has cut its water purchasing budget and controlled costs to ensure the water rate adjustment is less than general inflation.

The proposed sewer rate increase allows the city to meet an unfunded environmental regulatory mandate by the state and federal government to reduce algae-forming nutrients released in treated wastewater. Greeley and all other municipalities across Colorado are obligated to comply with these stricter regulations, which are increasing costs to wastewater customers across the state.

The stormwater rate increase will replace aging and undersized drainage systems across the city and improve public safety. Public Works' multi-year plan to construct improvements will help protect your property and our community.

Proposed average expected monthly rate adjustments

Water - \$1.83 Sewer - \$4.71 Stormwater - \$2.13

These rates are averages. Bills are based on volume and lot size which could increase or decrease the impact of the proposed 2023 rate adjustments.

Learn more: greeleygov.com/water

Water Bill Assistance

If your income is up to 60% of the state median income level, you may qualify to receive financial assistance for water services through the Low-Income Household Water Assistance Program (LIHWAP).

To qualify for this assistance, the household must meet these criteria:

- Be approved for LEAP between November 1, 2022 - April 30, 2023
- Complete the addendum within the LEAP application and submit a copy of your water bill.
- Earn a maximum family household income that does not exceed 60% of the state median income level.
- Must pay drinking water services and/or waste/sewer services directly to Greeley Water.
- Services must be in disconnected, facing disconnection, or have a past due amount on the bill.

Visit cdhs.colorado.gov/leap to learn more



El Departamento de Agua Alcantarillado y Aguas Pluviales de Greeley necesitarán invertir más fondos durante el 2023 para fortalecer el servicio de agua de la ciudad y para proteger los hogares de sus ciudadanos y nuestra comunidad. Eso significa que habrá un aumento propuesto de aproximadamente \$ 8.67 al mes (en promedio) en los recibos del servicio de agua y alcantarillado. Los aumentos propuestos costearán proyectos de salubridad pública y seguridad del agua, alcantarillado y aguas pluviales para garantizar la seguridad y la confiabilidad del sistema, y estar preparados hoy y en el futuro.

Los aumentos propuestos a las tarifas de agua y alcantarillado aún no son definitivos y serán presentados ante la Junta Directiva de Agua y Alcantarillado para su consideración en diciembre. El Ayuntamiento de Greeley aprobó el aumento a la tarifa de aguas pluviales con el presupuesto del 2023.

Por qué el aumento propuesto

El aumento propuesto a la tarifa del agua permite una inversión continua para poder reemplazar la infraestructura antigua durante el 2023. Sin embargo, la administración suspendió intencionalmente una serie de proyectos de construcción en la infraestructura para reducir el nivel del aumento a la tarifa del agua. Mientras que los costos de productos químicos, energía y materiales han aumentado en los últimos meses, el servicio de agua de la ciudad ha reducido su presupuesto de compra de agua y ha controlado los costos para garantizar que el ajuste a la tarifa del agua sea menor que la inflación general.

El aumento propuesto a la tarifa de alcantarillado permitirá que la ciudad cumpla con el mandato no presupuestado de la agencia regulatoria ambiental del gobierno estatal y federal necesario para reducir los nutrientes que causan la formación de algas que se dispensan al liberar aguas residuales tratadas. Greeley y los demás municipios en Colorado están obligados a cumplir con estas normas más estrictas, los cuales causan un aumento en los costos para los clientes de aguas residuales en todo el estado.

El aumento a la tarifa de aguas pluviales se utilizará para reemplazar los sistemas de drenaje antiguos e inadecuados en toda la ciudad y mejorará la seguridad pública. El plan plurianual de Obras Públicas de construir mejoras ayudará a proteger sus hogares y nuestra comunidad.

Se anticipa que los Ajustes Promedio en las Tarifas Mensuales sean alrededor de:

Agua - \$1.83 Alcantarillado - \$4.71 Aguas pluviales - \$2.13

Estas tarifas solo son promedios. Los recibos estarán basados en el volumen y el tamaño de su terreno, lo que podrá subir o bajar el impacto que tendrá el ajuste a la tarifa durante el 2023.

Para más información visite: greeleygov.com/water

Asistencia con el pago de su recibo de agua

Si su ingreso es de hasta el 60% del nivel de ingreso medio del estado, usted podrá calificar para recibir asistencia financiera para servicios de agua a través del Programa de Asistencia de Agua para Familias de Bajos Ingresos (LIHWAP, por sus siglas en inglés).

Para calificar para esta ayuda, la familia deberá cumplir con los siguientes criterios:

- Ser aprobado para el programa LEAP entre el 1ro de noviembre de 2022 y el 30 de abril de 2023
- Completar el documento anexo incluido en la aplicación para asistencia de LEAP y enviar una copia de su recibo de agua.
- Tener un ingreso familiar máximo que no exceda el 60% del nivel de ingresos medios del estado.
- Deberá pagar los servicios de agua potable y/o servicios de basura/alcantarillado directamente a Greeley Water.
- Los servicios deben estar desconectados, a punto de ser desconectados, o tener un adeudo vencido en la factura.

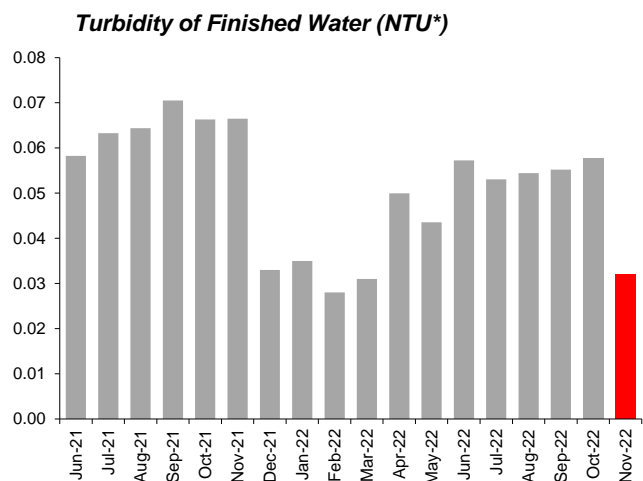
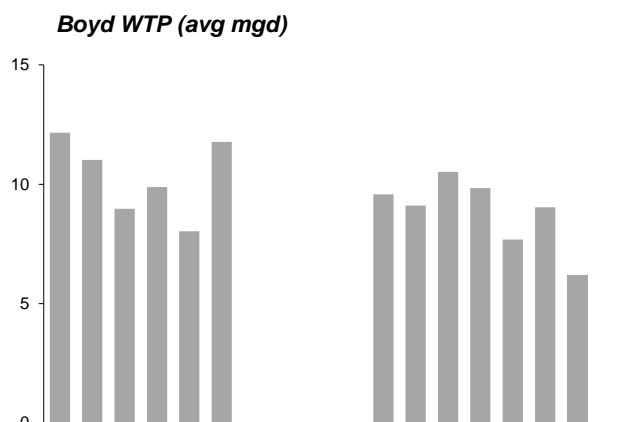
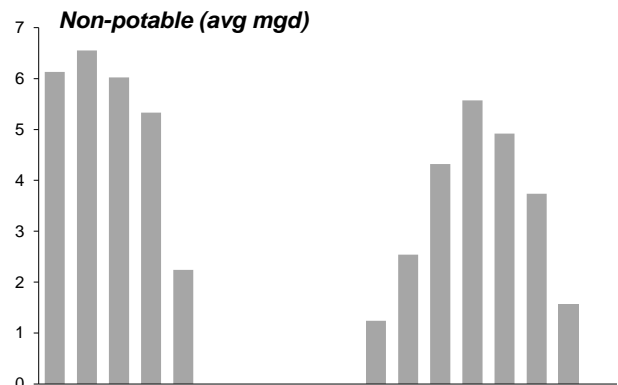
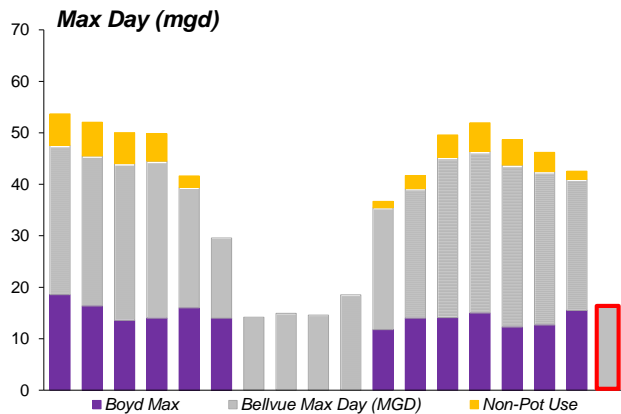
Visite cdhs.colorado.gov/leap para mayor información.

Water Treatment

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

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

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



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).

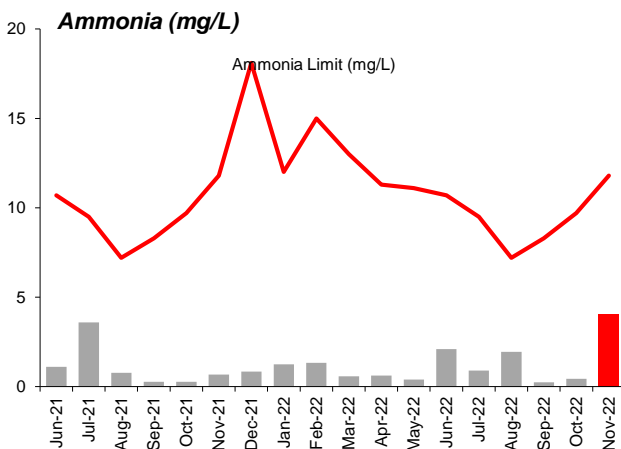
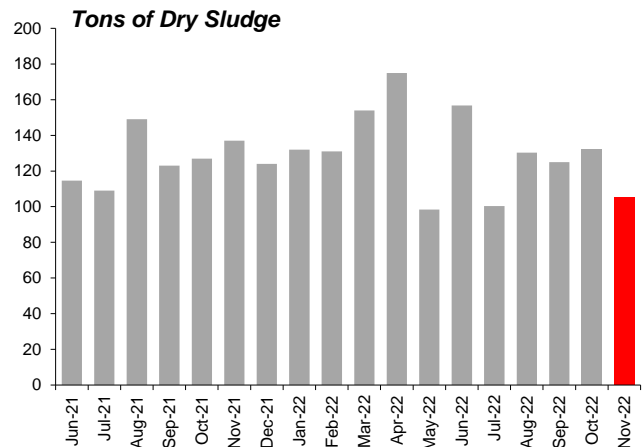
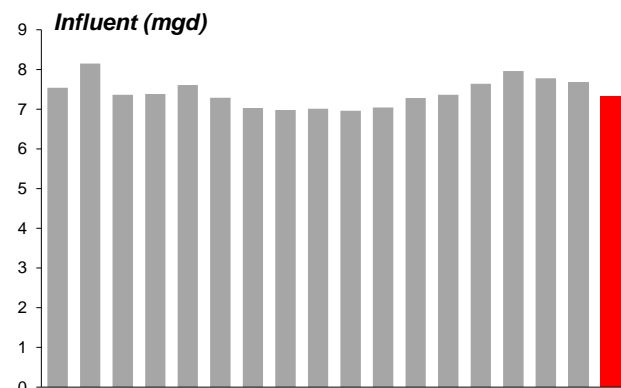
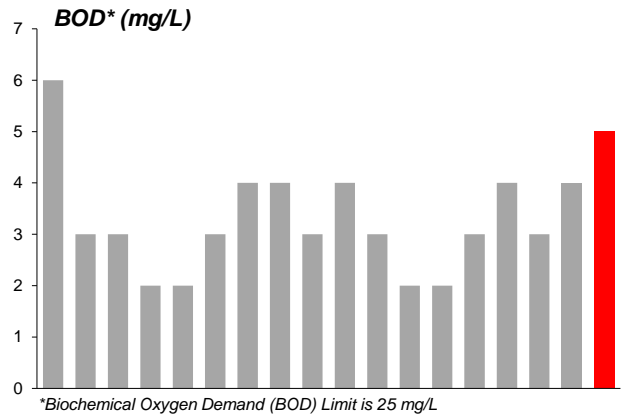
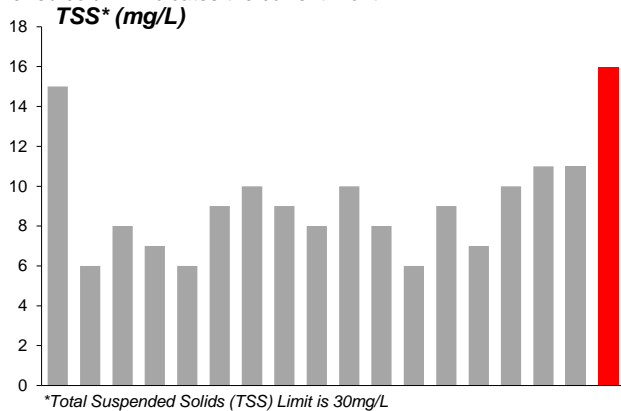


Wastewater Treatment

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.



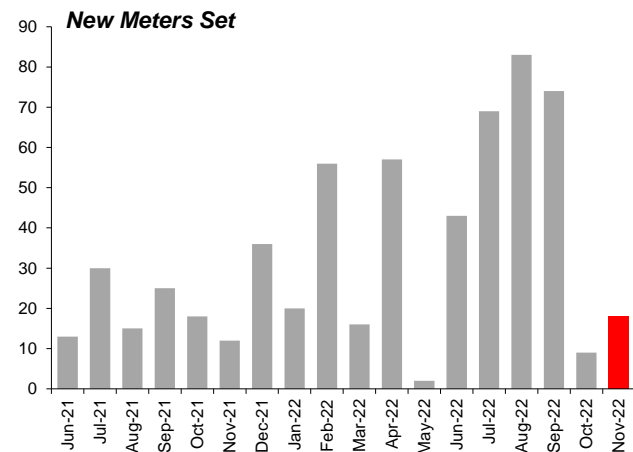
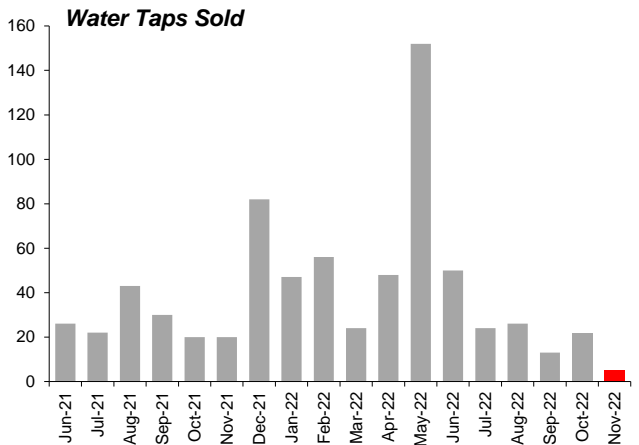
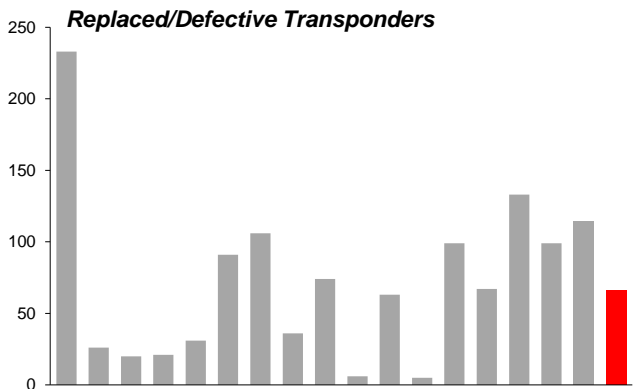
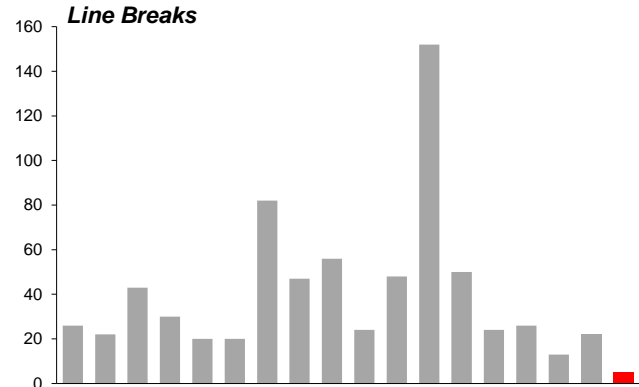
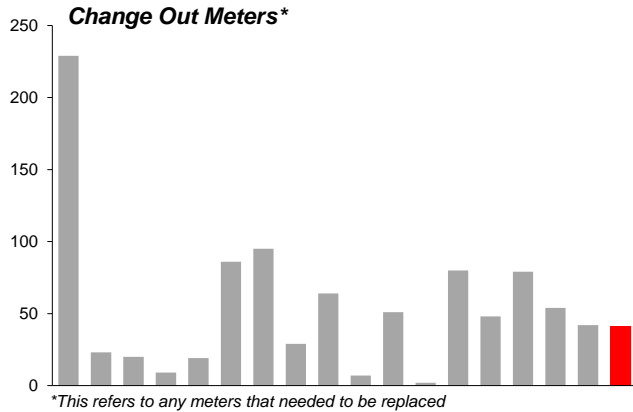
Water Distribution

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.



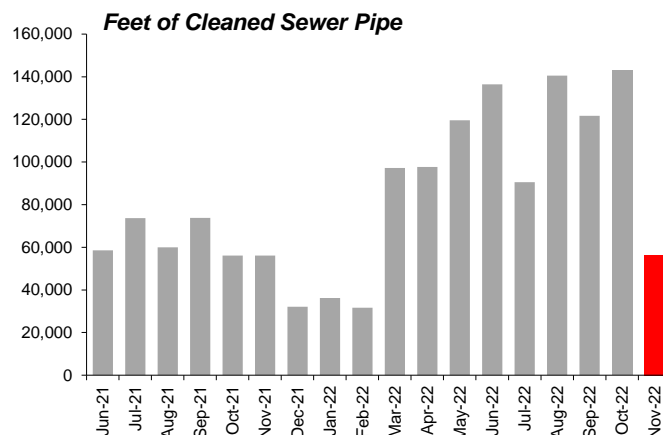
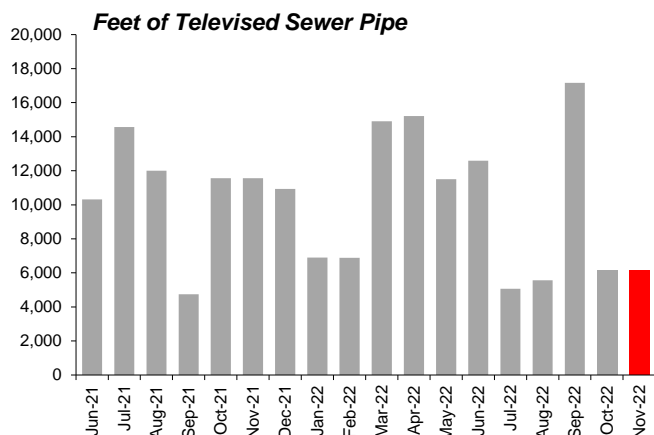
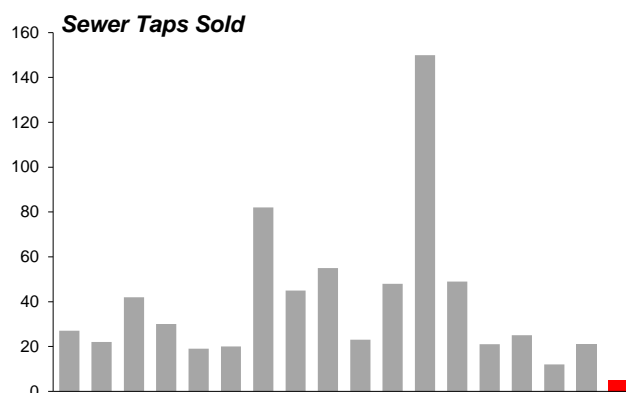
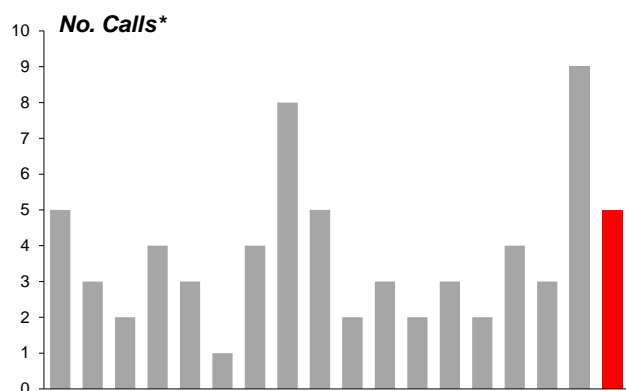
Wastewater Collection

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.

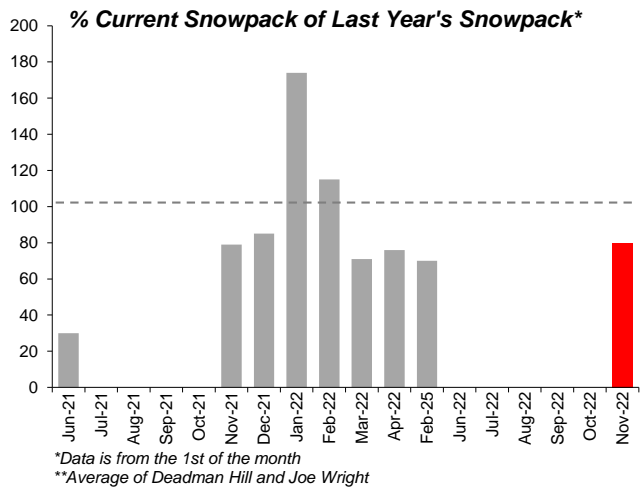
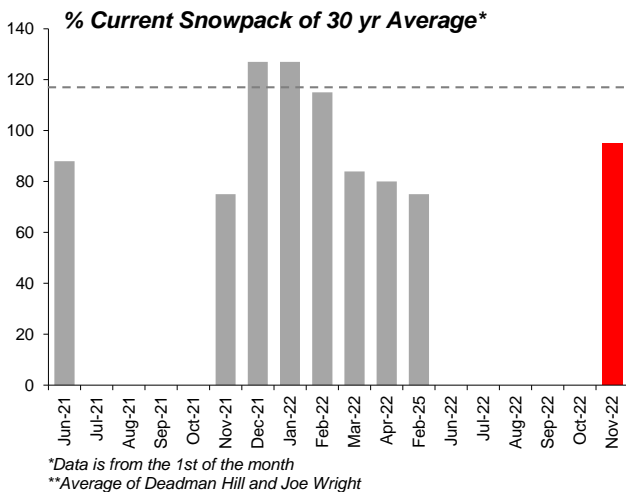
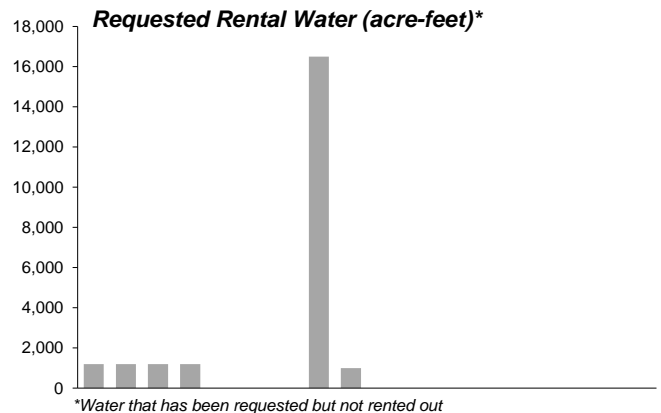
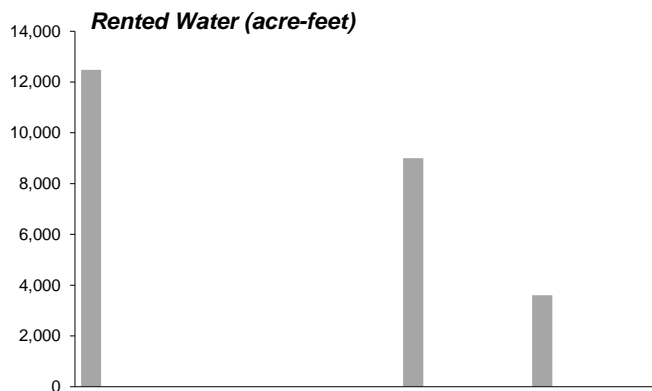
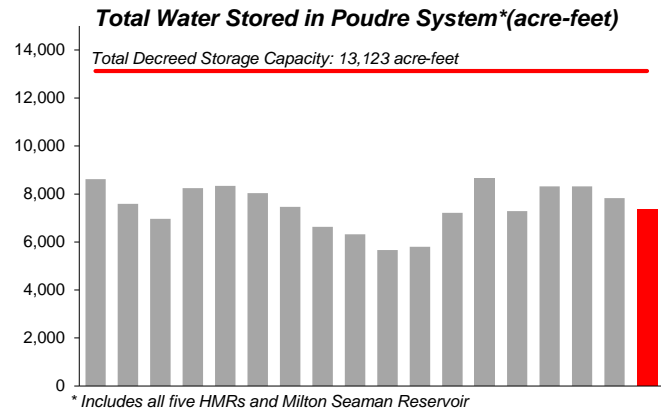
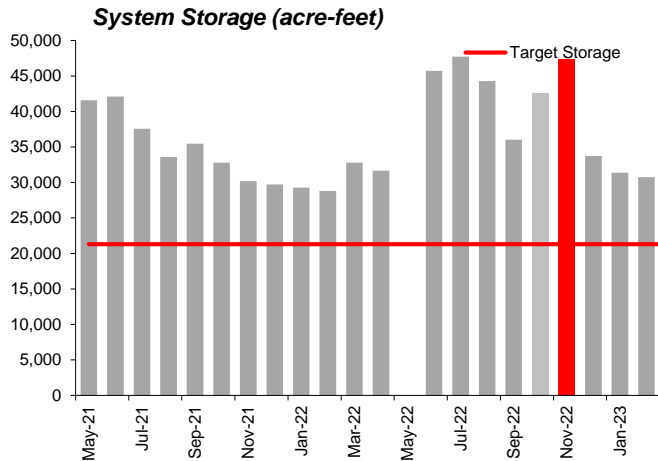


Water Resources

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

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

Note: the red column indicates the current month.



Treated Water and Weather Data

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

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

