

WATER & SEWER BOARD AGENDA

Wednesday, February 16, 2022 at 2:00 p.m.
Greeley City Council Chambers at
City Center South, 1001 11th Ave, Greeley, CO 80631

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 and/or Additions to 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. Renewal of Grazing Lease Agreement (Dustin Glover)

End of Consent Agenda

5. Welcome New Employees and Promotions
6. 4th Quarter Revenue Update
7. Bi-Annual CIP Report
8. Legal Report
9. Executive Session
 - 18CW3042 GLIC Case
10. Director’s Report
11. Such Other Business That May Be Brought Before the Board and Added to This Agenda by Motion of the Board-



If, to effectively and fully participate in this meeting, you require an auxiliary aid or other assistance related to a disability, please contact Ettie Arnold at 970-350-9818.

**City of Greeley
Water and Sewer Board
Minutes of January 19, 2022
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:02 p.m. on Wednesday, January 19, 2022.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Joe Murphy, Cheri Witt-Brown, Tony Miller, Manuel Sisneros, Mayor John Gates, City Manager Raymond Lee, and Deputy Finance Director Tammy Hitchens

Water and Sewer Department staff:

Director Sean Chambers, Deputy Director Adam Jokerst, Utility Finance Manager Erik Dial, Deputy Director Operations Nina Cudahy, Water Resources Manager Jen Petrzalka, Water Resources Administrator II Alex Tennant, Water Resources Administrator III Leah Hubbard, Water Resource Administrator I Megan Kramer, Water Resources Administrator Cole Gustafson, Senior Administrative Assistant Crystal Sanchez and Office Manager Ettie Arnold

Legal Counsel:

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

2. Approval of Minutes

Ms. Witt-Brown made a motion, seconded by Mr. Murphy, to approve the December 15, 2021 Water and Sewer Board meeting minutes. The motion carried 7-0.

Raymond Lee joined the meeting at 2:04 p.m.

3. Approval of and/or Additions to Agenda

One item from Director's report moved to item 7.

Consent Agenda

1. **Approve the Second Reimbursement Agreement for Wildfire Mitigation and Rehabilitation with CPRW**
2. **Approve the Reimbursement Agreement Big Thompson Watershed for the Purpose of Wildfire Recovery**
3. **Approve and Recommend to City Council the Wildfire Research Agreement with Colorado State University**

Recommended action: Approve items included on the consent agenda and their respective recommended actions.

Mr. Murphy made a motion, seconded by Ms. Witt-Brown, to approve the proposed recommended actions on the Consent Agenda. The motion carried 7-0.

End of Consent Agenda

4. Pulled Consent Agenda Items

There were no items removed from the Consent Agenda.

Tammy Hitchens joined the meeting at 2:16 p.m.

5. Welcome New Employees and Promotions

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

6. Election of Officers

Mr. Miller nominated Harold Evans for Chairman and Mick Todd for Vice-Chairman of the Water and Sewer Board for 2021. There were no further nominations. Mr. Miller made motion, seconded by Mr. Murphy, to elect Harold Evans as Chairman and Mick Todd as Vice-Chairman. The motion carried 7-0.

7. 4th Quarter Water Court Update

Ms. Hubbard provided updates regarding Water Court matters to develop additional water supply and to protect existing water rights. In the fourth quarter of 2021, Greeley was active in a total of 31 Water Court cases, 28 of which were in the role of an opposer, and 3 of which were in the role as an applicant.

Ms. Hubbard summarized significant activities over the past quarter. Looking forward, Water & Sewer Staff are in the planning stages for filing four Water Court applications in the future. The Department will also be active as an opposer in several high priority change cases affecting the Poudre, Big Thompson, and South Platte Rivers, as well as non-tributary groundwater resources near Terry Ranch. Staff and counsel are currently assessing how these various cases will be managed in the coming years given case load, budget, and resource constraints.

8. Legal Report

Jim Noble of Welborn, Sullivan, Meck & Tooley explained that staff and counsel do not recommend filing statements of opposition to any water court cases in the month of January, 2022.

9. Executive Session

Fred Otis recused himself from Executive Session due to conflict of interest.

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

For the purpose of providing the Board legal advice and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators on matters related to Acquisition and Trade Agreement for Longs Peak Dairy Water Rights.

The motion carried 6-0.

The Board left the public session and moved into a private, executive session.

Present during the executive session were:

Chairman Harold Evans, Vice Chairman Mick Todd, Manual Sisneros, Joe Murphy, Tony Miller, Cheri Witt-Brown, City Manager Raymond Lee, Mayor John Gates, Finance Deputy Director Tammy Hitchens, Director Sean Chambers, Deputy Director Water Resources Adam Jokerst, Water Administrator II Cole Gustafson, Outside Legal Counsel Jim Noble, Environmental and Water Resources Attorney Jerree Swanson, and Office Manager Ettie Arnold

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

The Executive Session ended at 2:43 p.m. The Board then left the private, executive session and moved back into the open, regular session.

10. Approve and Recommend to City Council Water Rights Trade Agreement with Longs Peak Dairy

Mr. Jokerst made a presentation to explain that staff recommends the Water and Sewer Board approve the enclosed Water Rights Trade Agreement ("Agreement") with Longs Peak Dairy, LLC ("LPD"). The Agreement contemplates the City of Greeley trading six shares of stock in the Larimer and Weld Irrigation Company ("LWIC") and twelve shares of stock in the Windsor Reservoir and Canal Company ("WRCC") for two shares of stock in the Water Storage and Supply Company ("WSSC"). Staff recommended the trade, among other reasons, because: 1) the market value of the two WSSC shares is \$1.0 million or more higher than the market value of the LWIC and WRCC shares; 2) yields from WSSC water rights are firm and well established; 3) WSSC shares include an allocation of trans-basin water that can be reused; and 4) changing WSSC rights from agricultural to municipal use in Water Court is relatively streamlined given precedents set in numerous prior WSSC cases. Staff sought approval of the Agreement along with approval and recommendation to City Council to dispose of the LWIC and WRCC rights.

Vice Chairman Todd made a motion, seconded by Mr. Miller, to approve and Recommend to City Council Water Rights Trade Agreement with Longs Peak Dairy. The motion carried 6-0.

11. Adopt Resolution Approving the Water Court Application for Change of Use for the City's Water Supply and Storage Company Shares

Mr. Noble gave a presentation regarding staff's request to approve moving forward with a water court application to change Water Supply and Storage Company ("WSSC") shares for municipal use. In a previous case, Greeley obtained a decree changing 22.5 WSSC shares. Since that time, Greeley has acquired 21.917 WSSC shares, and is in negotiations to acquire another 2 shares. Mr. Noble explained that staff and counsel recommend proceeding with a new water court application to change the use of these WSSC shares, to allow their use for municipal purposes. In addition, the application will seek a plan for augmentation including water exchange project, an appropriation of return flows, and a conditional direct flow water right to replace return flows. The change of water rights will allow Greeley to continue to lease the WSSC shares for agricultural irrigation use, unless the shares are needed by the City to incorporate into its municipal system.

Vice Chairman Todd made a motion, seconded by Mr. Murphy, to Adopt Resolution Approving the Water Court Application for Change of Use for the City's Water Supply and Storage Company Shares. The motion carried 6-0.

12. Director's Report

- Update on Windy Gap Chimney Hollow Reservoir Construction Tour
- Update to Water & Sewer Design Criteria, Standards and Construction Specifications

13. Such Other Business That May be Brought before the Board and Added to This Agenda by Motion of the Board

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

Chairman Evans adjourned the meeting at 3:16 p.m.

Harold Evans, Chairman

Raymond Lee, Board Secretary

WATER & SEWER BOARD AGENDA FEBRUARY 16, 2022

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 4

TITLE: RENEWAL OF GRAZING LEASE
AGREEMENT (DUSTIN GLOVER)

RECOMMENDATION
AND PROPOSED MOTION: APPROVE THE ENCLOSED GRAZING
LEASE AGREEMENT WITH DUSTIN
GLOVER AND DELEGATE
AUTHORITY TO STAFF TO RENEW
THE LEASE IN THE FUTURE,
PROVIDED THE MATERIAL TERMS
REMAIN UNCHANGED

ADDITIONAL INFORMATION:

Staff recommends approval of the enclosed Grazing Lease Agreement between the City of Greeley and Dustin Glover, and delegation of authority to staff to renew this lease in the future, provided that the material terms of the lease remain unchanged. The agreement renews a lease of grazing rights on 136 acres of land on the former Tennyson property located east of 59th Ave along the north and south banks of the Cache la Poudre River. The lease does not include any water rights.

This agreement is consistent with a master grazing lease template developed between the Water and Sewer Department and the Natural Areas and Trails (NAT) Department in 2021 that provide uniform terms and conditions for grazing leases held by both departments. Terms of the master grazing lease template are focused around Natural Resources Conservation Service (NRCS) best practice methodology for cattle rotation on grazing lands as well as avoiding detrimental chemicals for weed management, preventing negative impacts to native wildlife, and promoting soil health and a diverse riparian ecosystem. This arrangement also obligates NAT staff to provide land and weed management and fence maintenance for the property, reducing Water and Sewer Department staff time and resource obligations. Terms of the proposed agreement are also consistent with the 2021 Grazing Lease Agreement for the Tennyson property approved by the Water and Sewer Board in April 2021.

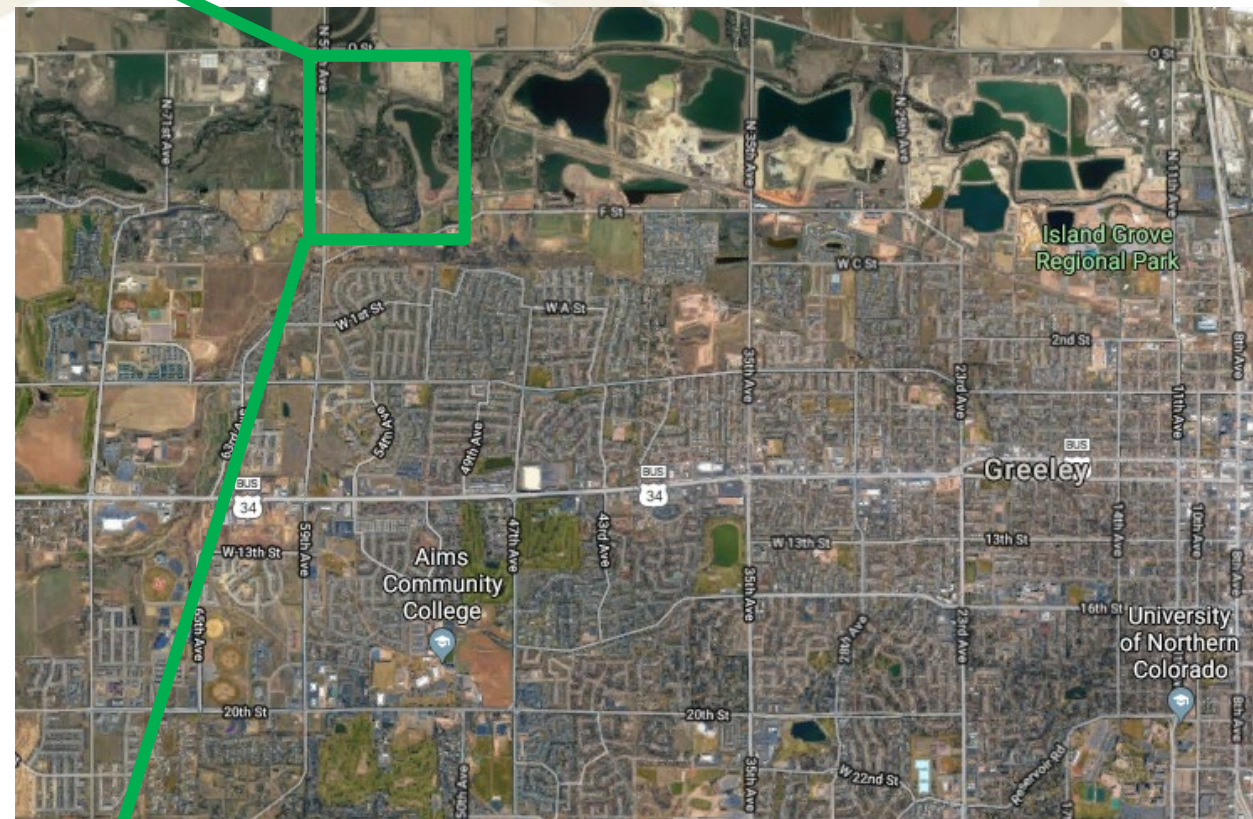
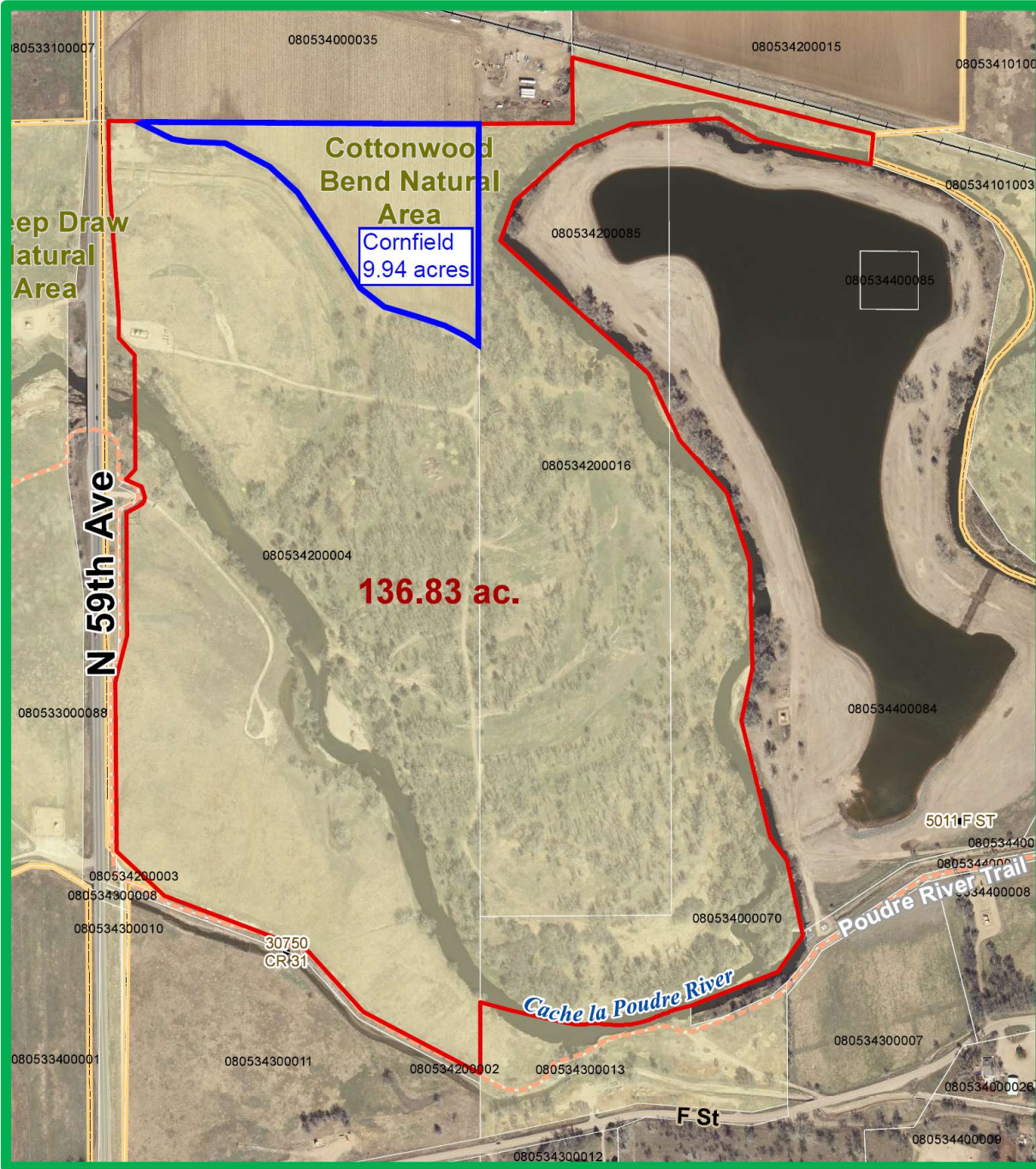
Aligning with all other City grazing leases, there will be no cost to the tenant for leasing the grazing rights in exchange for implementing and maintaining grazing best practices around the Cache La Poudre River riparian area. The proposed lease agreement expires on December 31, 2022. Prior to renewal, staff from the Water and Sewer Department and NAT will reevaluate grazing practices and land conditions at the end of 2022.

Grazing Lease Agreement with Dustin Glover

Presented by Alex Tennant
Water Resources Administrator II

February 16, 2022





Background

- Former Tennyson Property - 136 acres east of 59th Ave along the Poudre River.
- Natural Areas and Trails (NAT) and Water & Sewer (W&S) in 2021 created a master grazing lease agreement template with consistent terms for all Greeley owned grazing properties.
- Terms of the master grazing lease template are focused on Natural Resources Conservation Service (NRCS) best practice methodology for grazing lands management
- NAT monitors all Greeley owned grazing properties which allows little to no W&S staff time or resources
- Template agreement creates more guided grazing and weed control practices
 - Avoidance of over-grazing as to not degrade plant and soil health
 - Dispersing water troughs and mineral stations throughout the property with rotation to avoid soil compaction
 - Avoid chemical application for weed control
 - Reduce harm to native wildlife



Terms

- **Term:** One year agreement ending December 31, 2022. W&S and NAT evaluated Glover's grazing practices under 2021 agreement at the end of the year and staff from both departments agreed to recommend renewal for another year.
- **Termination:** The agreement will terminate after 2022; may be renewed
- **Amount:** No payment, coordinated with NAT and is concurrent with master grazing lease agreement.
- Lease is subordinate to Conservation Easement
 - Greeley, Windsor, Larimer County in 2016



Recommendation

- This grazing lease agreement creates consistency among City of Greeley owned grazing properties and ensures grazing with effective and conservation based practices
- Staff recommends approving the agreement and delegate authority to staff to renew this lease in the future, provided that the material terms of the lease remain unchanged



Questions?



GRAZING LEASE AGREEMENT

This GRAZING LEASE AGREEMENT ("Lease Agreement") is entered this ____ day of _____ 2022, between the CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation acting by and through its Water Enterprise ("Greeley") and DUSTIN GLOVER, in his individual capacity ("Glover").

Recitals

WHEREAS, Greeley owns certain real property consisting of approximately 136 acres of land located in the West ½ of Section 34, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado, which property is shown and more particularly described on Exhibit A, attached hereto and incorporated herein ("Property"); and

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

WHEREAS, the Natural Areas & Trails division of the Greeley Culture, Parks and Recreation department provides much of the day-to-day land management on the Property; and

WHEREAS, Glover desires to use the Property for grazing purposes, and is willing to support and collaborate on Greeley's weed management and other land management efforts on the Property in exchange; and

WHEREAS, Greeley is willing to lease the Property to Glover for such purposes under the terms of this Lease Agreement;

NOW THEREFORE, for bargained consideration, the receipt and sufficiency of which are hereby acknowledged, Greeley and Glover agree as follows.

Agreement

1. **LEASE.** Greeley hereby leases the Property to Glover for grazing purposes.
2. **TERM OF LEASE.** The term of this Lease Agreement begins on the date it is fully executed and ends on December 31, 2022.
3. **CONSIDERATION.** In exchange for his access to the Property, use of it for grazing purposes as is more particularly described below, and in lieu of paying rent, Glover agrees to graze the Property in a manner that supports Greeley's land management efforts.
4. **IMPROVEMENTS.** With the exception of any existing fencing, there are no structures or improvements on the Property to which Glover is entitled use by this Lease Agreement.
5. **CONDITION OF PROPERTY.** Glover has inspected the Property and acknowledges that the Property is being leased "as-is." No representations, statements or warranties, express or implied, have been made by or on behalf of Greeley as to the condition of the Property. In no event shall Greeley be liable for any defect in the Property or for any limitation on its anticipated uses.

6. AUTHORIZED USE AND MANAGEMENT OF THE PROPERTY.

a. Glover shall occupy and use the Property solely for the grazing of cattle. Glover shall not introduce any other livestock to the Property without advance written consent from Greeley. Such consent may be given or withheld in the sole discretion of Greeley.

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

c. Glover shall furnish, at Glover's sole expense, all labor, machinery, water, and other materials needed for his use and occupation of the Property. Greeley leases no water nor water rights to Glover by this Lease Agreement.

d. Glover shall not mow the Property other than to keep vegetation clear of the electric wire fencing described below. Glover shall not trim nor cut down any trees on the Property.

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

7. LESSEE'S COVENANTS AND AGREEMENTS.

a. Glover shall take all necessary action to ensure that cattle are confined to the Property and not permitted to roam onto the Poudre River Trail or other adjacent parcels.

b. Glover shall install and maintain electric wire fencing to separate the Property from the Poudre River Trail and other adjacent parcels, to ensure that all cattle are confined to the Property. Glover shall utilize no less than two strands of the electric wire fencing to ensure that cattle of all sizes are confined. Such electric wire fencing shall be installed at a distance no less than 30 feet from the Poudre River Trail at all points along the perimeter of the Property. The fencing shall comply with the excerpt from Colorado Parks and Wildlife's "Fencing for Wildlife" guide attached hereto as Exhibit B.

c. Glover shall install and maintain signage on the fence line inside the edge of the Property to ensure that users of the Poudre River Trail and all other passersby are given adequate warning that the electric wire fencing is charged. Such signage shall be installed on every fifth post on the fence line inside the edge of the Property, or more frequently and in different locations if deemed necessary by Greeley.

d. Glover shall not intentionally harass, injure, or kill any wildlife species on the Property, including, without limitation, non-domesticated amphibians, reptiles, fish, birds, or mammals

native to the Greeley area. Glover shall contact Greeley and Colorado Parks and Wildlife to address any wildlife management concerns on the Property.

e. Glover shall not hunt or fish on the Property. Glover shall not allow any other party to hunt or fish on the Property.

f. Glover acknowledges that the Property is subject to that certain Deed of Conservation Easement executed by and between Greeley, the Town of Windsor, and Larimer County on September 6, 2016 and recorded in the real property records of Weld County at Reception No. 4239929 ("Conservation Easement"), that he has received a copy of the Conservation Easement, and that he understands the terms and conditions therein. Glover shall conduct all activities pursuant to this Lease Agreement in a manner that is also consistent with the terms and conditions of the Conservation Easement.

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

h. Glover shall not construct, nor permit construction of any structure, building or other improvement, temporary or otherwise, on the Property without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. Glover shall not erect, paint, or maintain any signs on the Property, other than the signs required for the electric wire fencing, without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. Glover shall promptly remove any such signs or improvements to which Greeley consents upon expiration or termination of this Lease Agreement.

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

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

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

l. Glover shall peaceably surrender possession of the Property to Greeley upon the expiration or termination of this Lease Agreement.

8. INDEMNIFICATION.

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

b. Glover releases and agrees to indemnify, defend and hold harmless Greeley, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from Glover's operations under this Lease Agreement, including, but not limited to, Glover's operation of the required electric wire fencing to confine cattle to the Property.

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

9. HAZARDOUS MATERIAL.

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

b. If Glover breaches the obligations stated herein, or if the presence of Hazardous Material on the Property caused or permitted by Glover results in contamination of the Property, or if contamination of the Property by Hazardous Material otherwise occurs for which Glover is legally liable to Greeley for damage resulting therefrom, then Glover shall indemnify, defend, and hold Greeley harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses which arise during or after the lease term as a result of such contamination. This indemnification of Greeley by Glover includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property.

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

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

10. RESERVATIONS. Greeley reserves the right under this Lease Agreement to have its officers, employees, and representatives enter onto and inspect or protect the Property at any time for any

purpose, including, without limitation, for site assessments, groundwater monitoring, weed management, and other associated activities.

11. TERMINATION FOR CAUSE.

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

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

12. INSURANCE REQUIREMENTS.

a. Glover shall purchase and maintain for the full term of this Lease Agreement, including any renewal terms, at Glover's sole expense, insurance policies providing coverage as follows:

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

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

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

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

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

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

f. Nothing in this Section 12 shall limit the extent of Glover's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from Glover's occupancy, use, or control of the Property or Glover's performance or nonperformance under this Lease Agreement.

13. STATUS OF LESSEE. Glover shall conduct himself at all times under this Lease Agreement as an independent contractor and not as an employee, agent, or joint venture of Greeley. Glover's operations will not be supervised by any employee or official of Greeley, nor will Glover exercise supervision over any employee or official of Greeley. Glover shall not represent that he is an employee, agent, or joint venture of Greeley. Glover is not entitled to Workers' Compensation benefits from Greeley, and is solely responsible for any tax obligations associated with his activities pursuant to this Lease Agreement.

14. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Glover: Dustin Glover
1412 25th Avenue Court
Greeley, Colorado 80634
Email: dustinglover54@gmail.com

IN WITNESS WHEREOF, the City of Greeley and Dustin Glover have executed this Grazing Lease Agreement as of the date stated in the preamble.

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

Attest:

By: _____
Mayor

City Clerk

DUSTIN GLOVER,
in his individual capacity

By: 

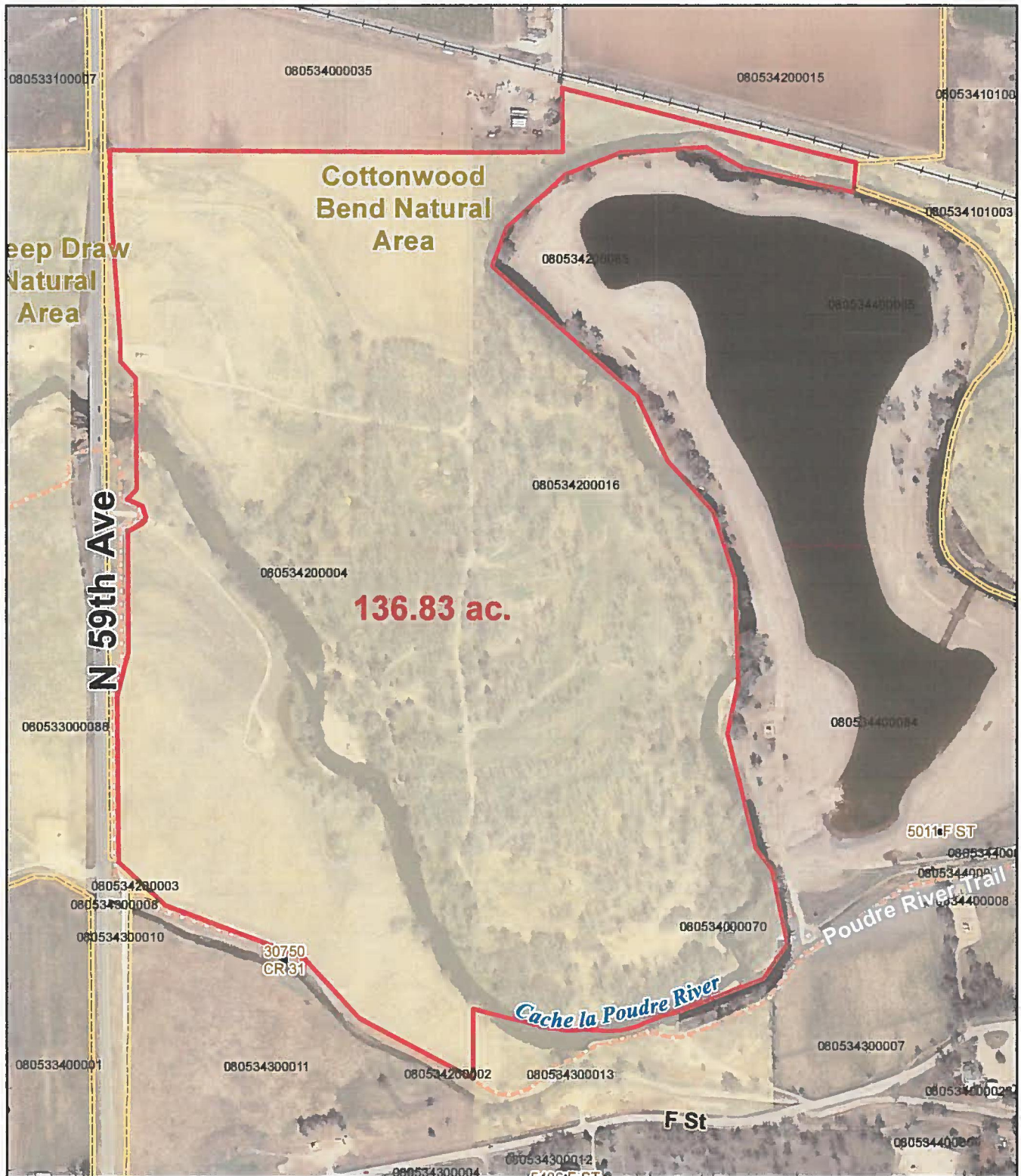


Exhibit A - Grazing Lease Agreement

080534200016, 080534000070, 080534200004 136.83 ac.

File: CottonwoodBendArea_ExA_07Apr2017
Date: 4/12/2017
By: City of Greeley GIS

Information contained on this document remains the property of the City of Greeley. Copying any portion of this map without the written permission of the City of Greeley is strictly prohibited. This document is not intended to be used for the preparation of construction documents or surveying or navigation purposes.



0 500 1,000 Feet

EXHIBIT B

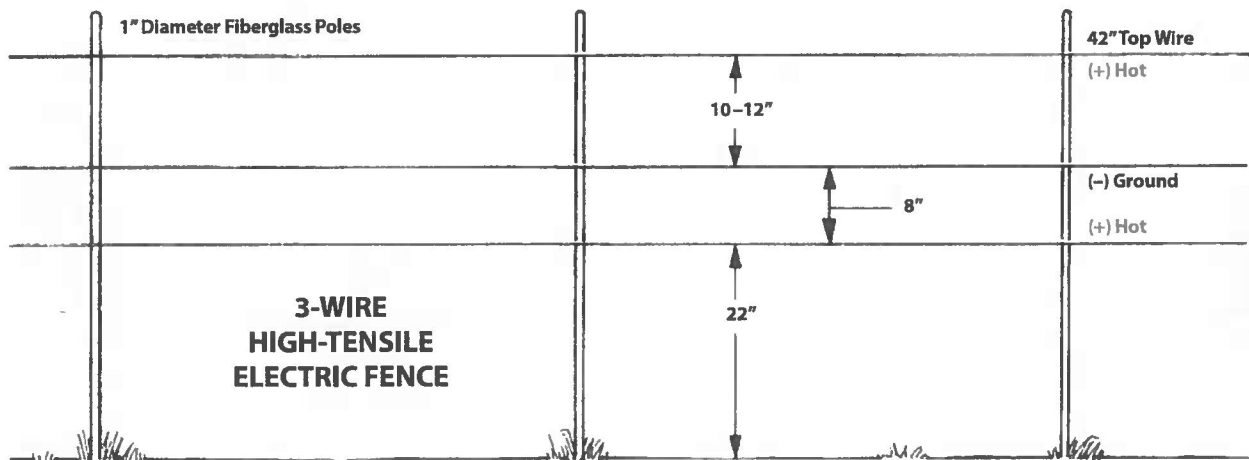
3-Wire High-Tensile Electric Fence

Researchers in Wyoming found that a 3-wire high-tensile fence (with a hot—ground—hot configuration) is not only effective for containing cattle and bison, but allows elk, mule deer, and pronghorn to traverse the fence. They found that wild ungulates usually were not deterred by electric fences—perhaps because of the insulating properties of their hair. Although wild ungulates were occasionally shocked when they nosed or bit a wire, or touched hot and grounded wires together, most animals readily negotiated the fences. Further, the researchers determined that 3-wire fences effectively contained bulls separated from cows coming into estrus, and calves from cows in the fall. Also, they found that a 3-wire fence was just as effective for containing bison as a 4-wire fence. A 2-wire fence can be used for areas without weaning calves but, curiously, pronghorn showed a high aversion to 2-wire fences, perhaps because of the novel height and their general reluctance to jump fences rather than crawl under (Karhu and Anderson 2003, 2006).

High-tensile fences require proper construction techniques, including adequate braces, proper tensioning, care not to kink or break wire, and proper attachments and insulators for posts and braces. However, high-tensile fences need minimal maintenance, provide great strength, can be easily electrified and will outlast most other fences.

- Maintaining fence flexibility is key to allowing wildlife to traverse the fence;
- Use fiberglass posts no greater than 1" in diameter;
- Brace fence with wood posts at least 5" in diameter; use braces at all corners, gates, and direction changes greater than 15 degrees. Appropriate insulators are needed with wooden posts;
- Space posts at a minimum of 50' apart if stays are used, and maximum of 50' apart with no stays;

- Fence stays can be problematic, making it harder for wildlife to pass between the wires, sometimes causing the fence to flip and twist when wildlife cross, and increasing the risk of grounding out the fence. If stays are used, the free span should be at least 30' for wildlife to cross effectively;
- Smooth, 12.5-gauge, Class III galvanized wire with a tensile strength of 170,000 PSI and breaking strength of 1,308 lbs. is adequate. To increase visibility, for the top wire use white poly-coated wire with the same specifications;
- Space wires at 22"/30"/40–42" from the ground. The top wire should be no higher than 42" with 10 to 12" between the top and middle wires. A bottom wire at 22" allows both young and adult wild animals to pass under easily. Connect wires to posts with metal clips or fasteners designed for electric fences;
- Top wire is hot; second wire is grounded, bottom wire is hot;
- Tighten wires to 150 lbs. tension. If too tight, the wires are more likely to break. Although high-tensile wire has a high breaking point, it is also more brittle, and easily broken if tightly bent or kinked;
- Place solar energizer according to manufacturer recommendations;
- Ground fence properly according to the energizer instructions, and add extra rods as needed. Locate ground rods at fence ends and intermittently in between;
- Keep fence electrified even when livestock are not present to prevent wildlife damage to fence. This also prevents the battery from freezing and prolongs battery life;
- Securely attach electric fence warning signs intermittently along the fence and at crossing points.



WATER & SEWER BOARD AGENDA FEBRUARY 16, 2022

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 5

TITLE: WELCOME NEW WATER AND SEWER
EMPLOYEES AND RECOGNIZE
DEPARTMENT PROMOTIONS

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

- Crystal Sanchez – promotion to Senior Administrative Specialist
- Tim Miller – Reservoirs Maintenance Technician
- Jacob Falk – Water Equipment Operator II, re-hire: left city and came back
- Brian Cobb – Bellvue WTP Operator D
- Chris Harris – Bellvue WTP Operator A
- Casey Villars – Operator In Training, $\frac{3}{4}$ time

WATER & SEWER BOARD AGENDA FEBRUARY 16, 2022

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 6

TITLE: 2021 REVENUE REPORT

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

Please see the attached memorandum and supporting materials.

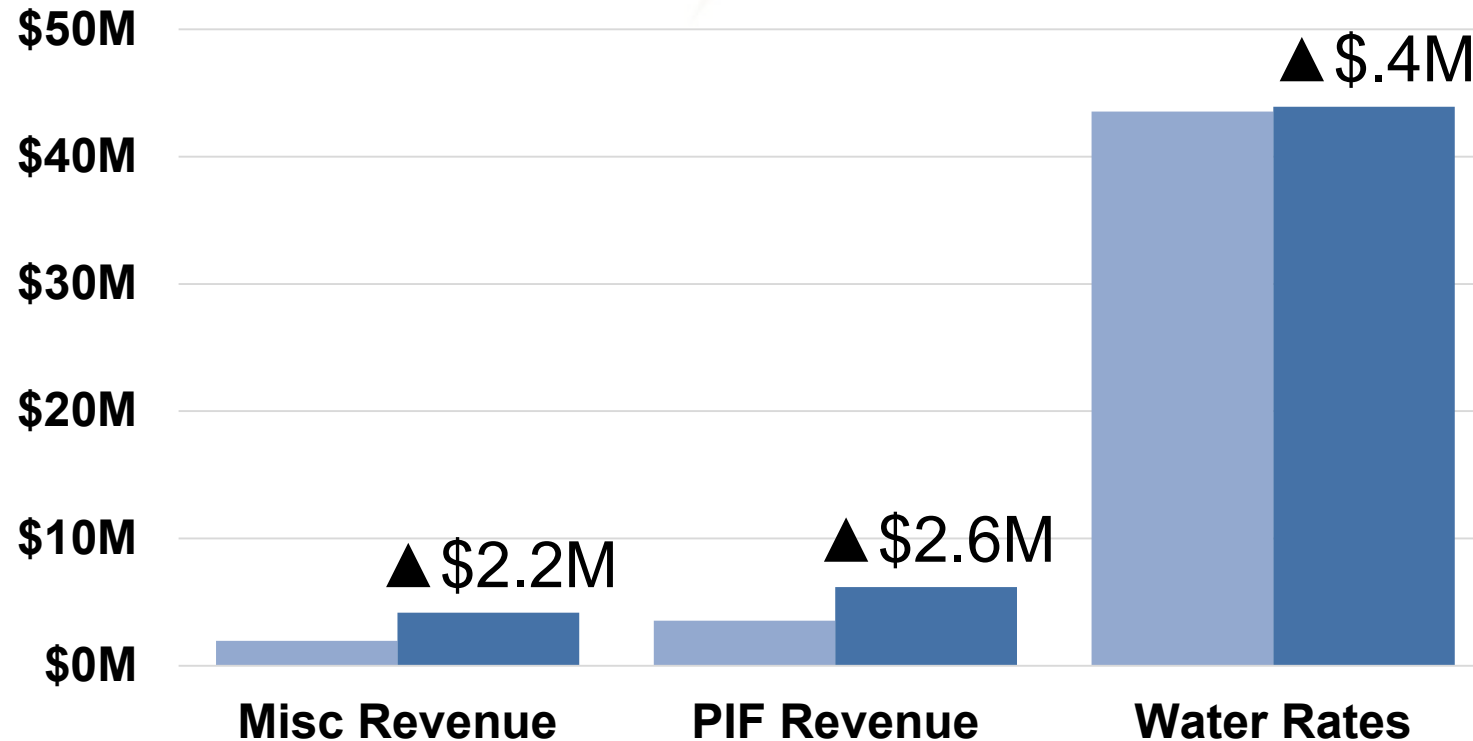
Water and Sewer Revenue Report Year-End 2021

Water and Sewer Board
February 16, 2022



2021 Water Revenue At A Glance

■ Budgeted Revenue ■ Actual Revenue



Budget: \$49.0M
Actual: \$52.2M
Net: + \$5.2M

% of Total
Revenue

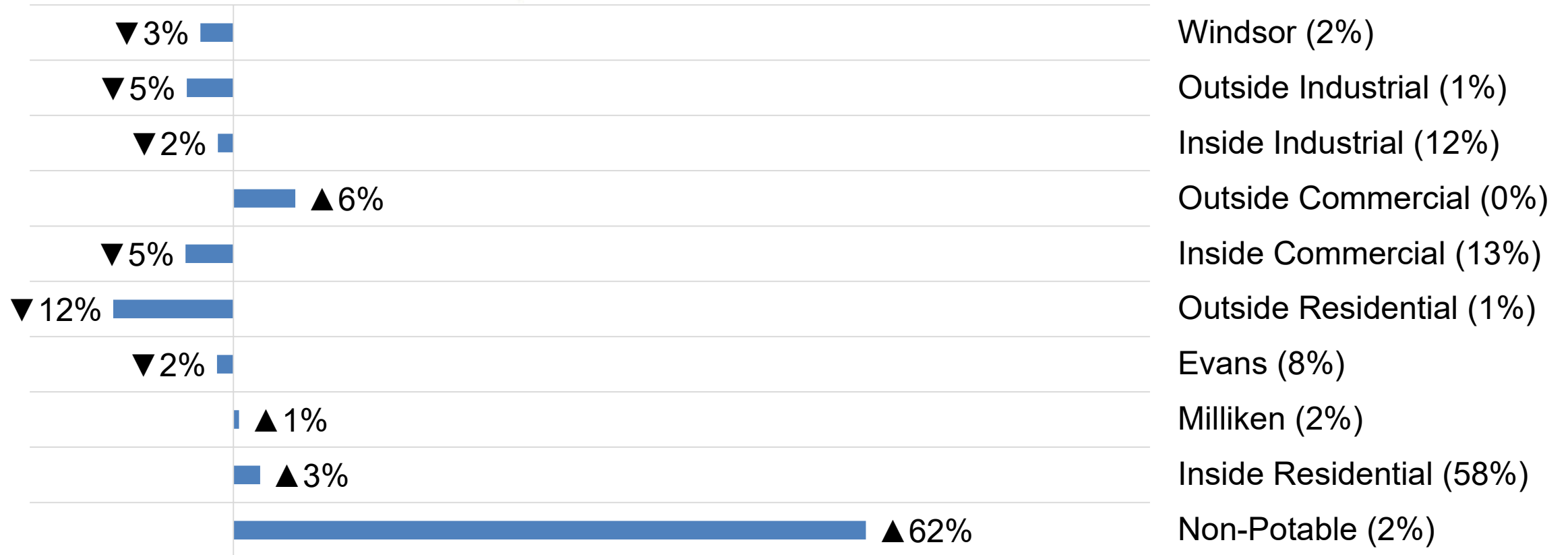
8%

11%

81%

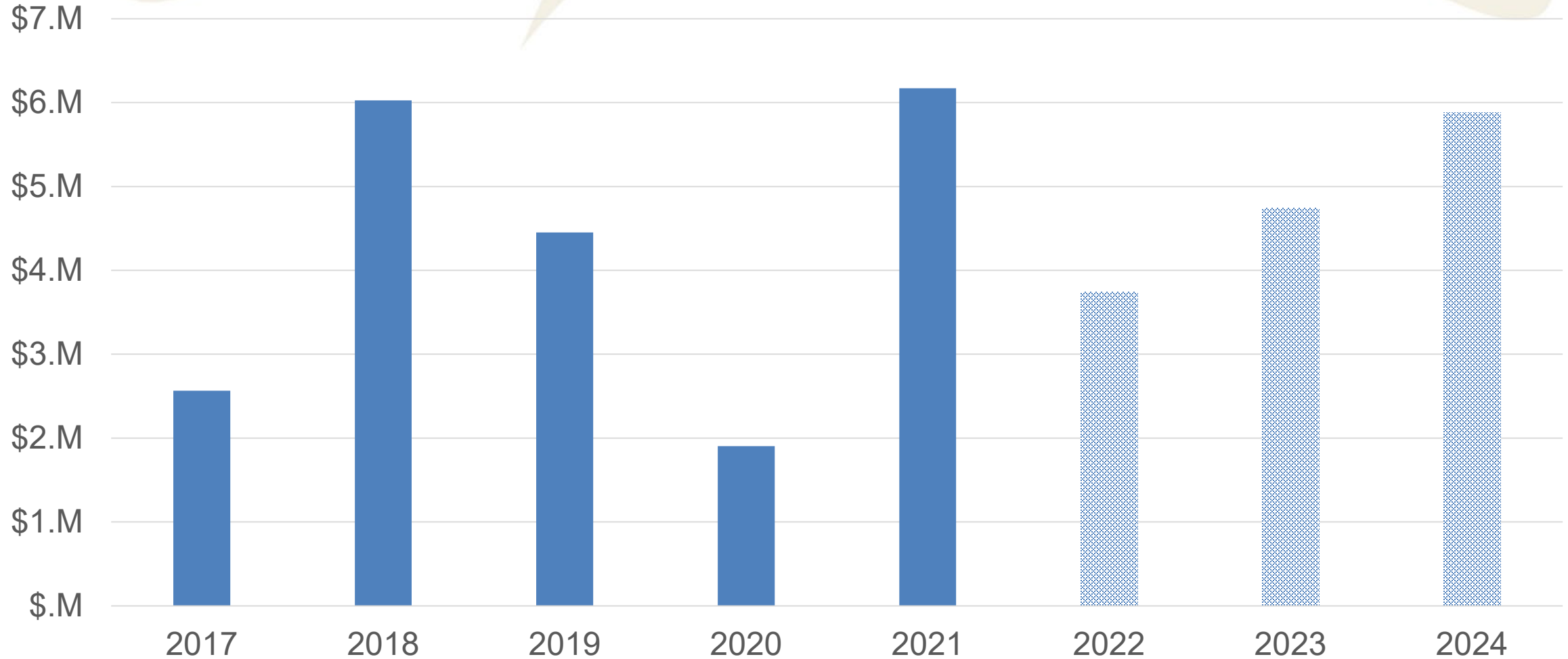


Water Demand Down 8% from 2020

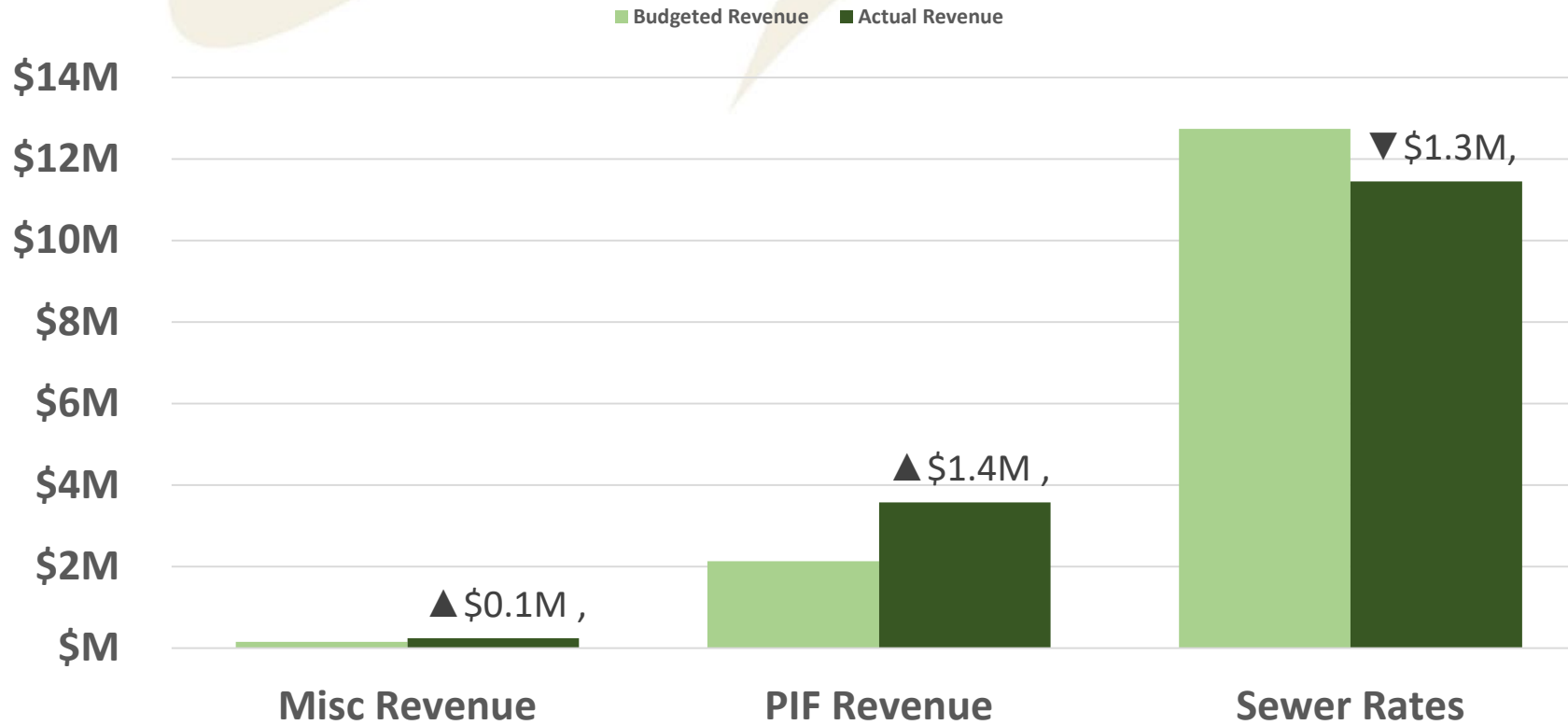


Water PIF Revenue

Actual and Projected PIF Revenue



2020 Sewer Revenue At A Glance



Budget: \$15.0M
Actual: \$15.3M
Net: \$ 0.3M

% of Total
Revenue

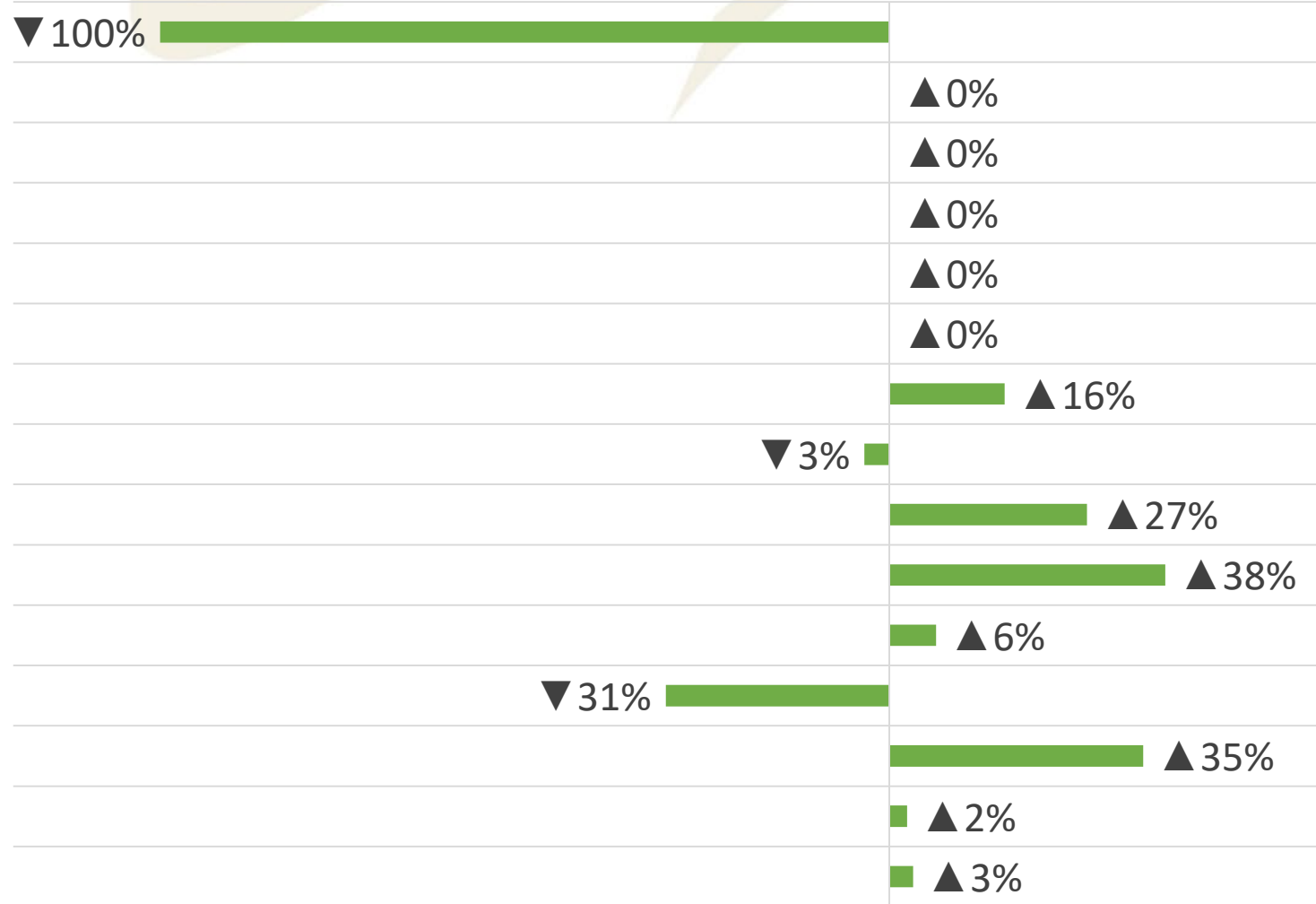
2%

23%

75%



Sewer Rate Revenue 2021 v 2020



Ind SIC 2026 (Dairy Plants) - 0.0%

Ind SIC 7542 (Carwashes) - 0.3%

Ind SIC 5169 (Chemicals Products) - 0.0%

Ind SIC 2047 (Pet Food) - 0.6%

Ind SIC 4212 (Local Trucking) - 0.0%

Ind SIC 2873 (Nitrogen Fertilizer) - 0.0%

Commercial II (Bars) - 5.8%

Commercial III (Restaurants) - 6.0%

Commercial V (Mfg) - 0.2%

Commercial I (Non-Food Svs) - 10.4%

Residential - 72.1%

Commercial IV (Markets) - 1.3%

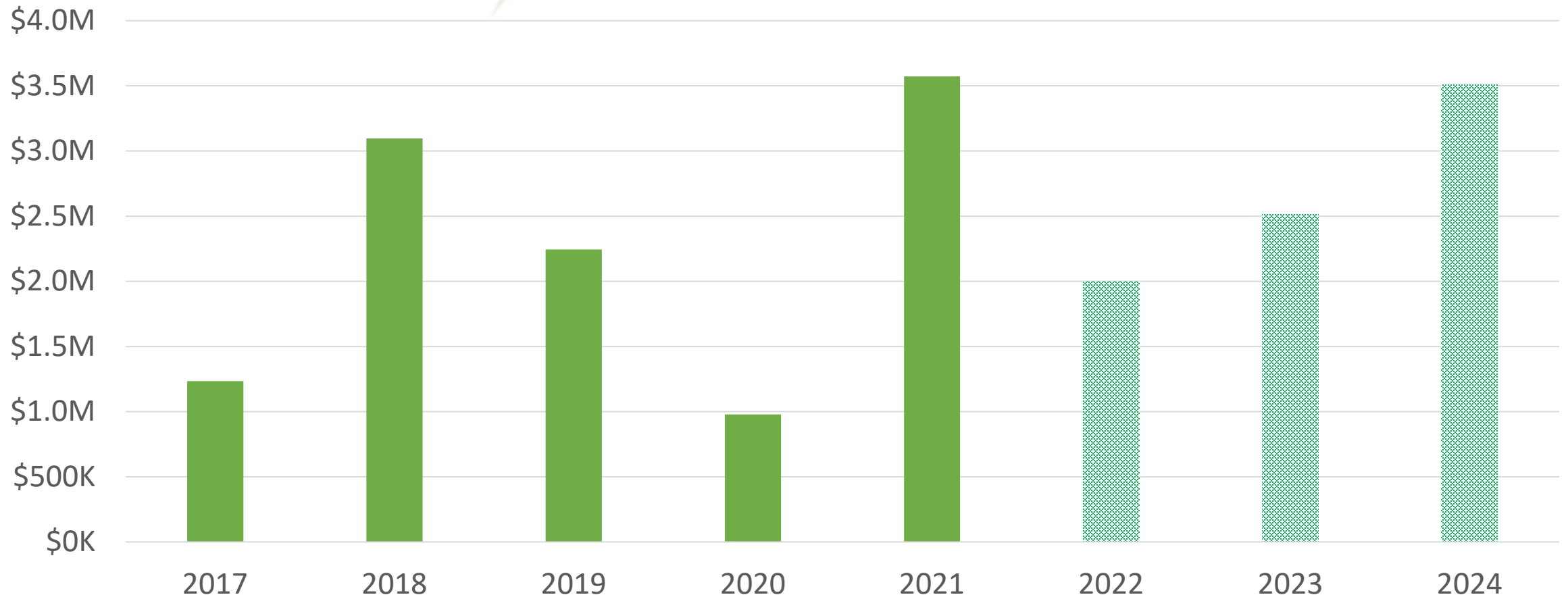
Ind SIC 2013 (Food Mfg) - 2.2%

Ind SIC 7218 (Ind Laundries) - 0.8%

Ind SIC 2034 (Dehydrated Foods) - 0.3%

Sewer PIF Revenue

Actual and Projected PIF Revenue



Questions?

Water and Sewer Board
February 16, 2022





MEMORANDUM

TO: Water and Sewer Board
FROM: Erik Dial, Utility Finance and Business Manager
DATE: February 16, 2022
RE: 2021 Year-End Revenue Report

Overview

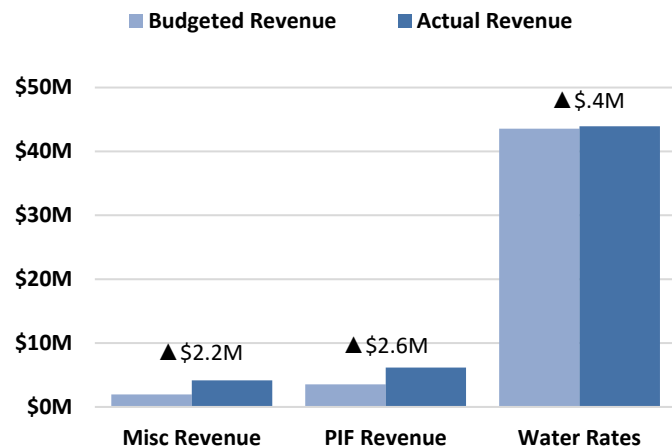
The 2021 year-end water and sewer revenue report is enclosed with all additional detail available in the attached appendices. Water rate revenues ended up meeting budgeted numbers, due to residential revenue being higher than expected. Conversely, sewer rate revenues were 10% shy of budgeted targets with the closure of a large industrial user contributing to the shortfall. Plant investment fees recovered nicely from the decrease in development amidst the COVID-19 pandemic. Both water and sewer plant investment fee revenues were well above budget.

Water Revenues

Water revenues can be grouped into three main categories: Water Rates which made up roughly 81% of the total 2021 water revenue, Miscellaneous Revenue like water rentals and raw water sales which made up 8% of total water revenue, and Plant Investment

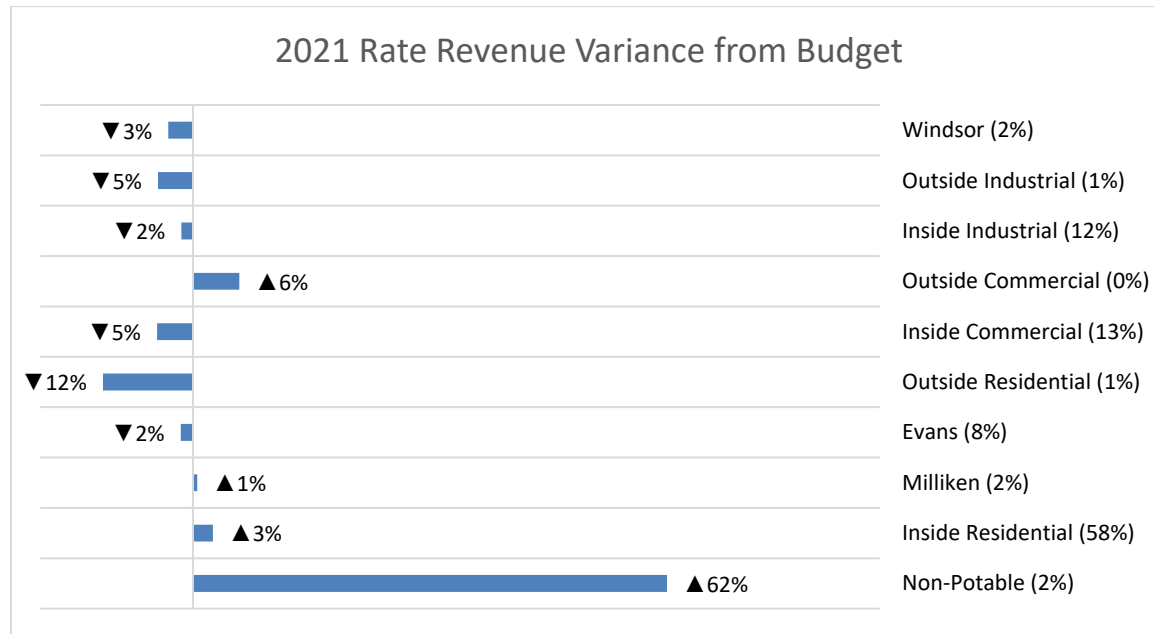
Fees (PIFs) which made up 11% of total water revenue. 2021 year-end revenue compared to budget for each of these categories can be seen in the chart to the right.

Both miscellaneous revenues and Plant Investment Fee revenue were well above budget and rate revenue was slightly above budget. The net total for water revenues compared to budgeted targets was + \$5.2M.

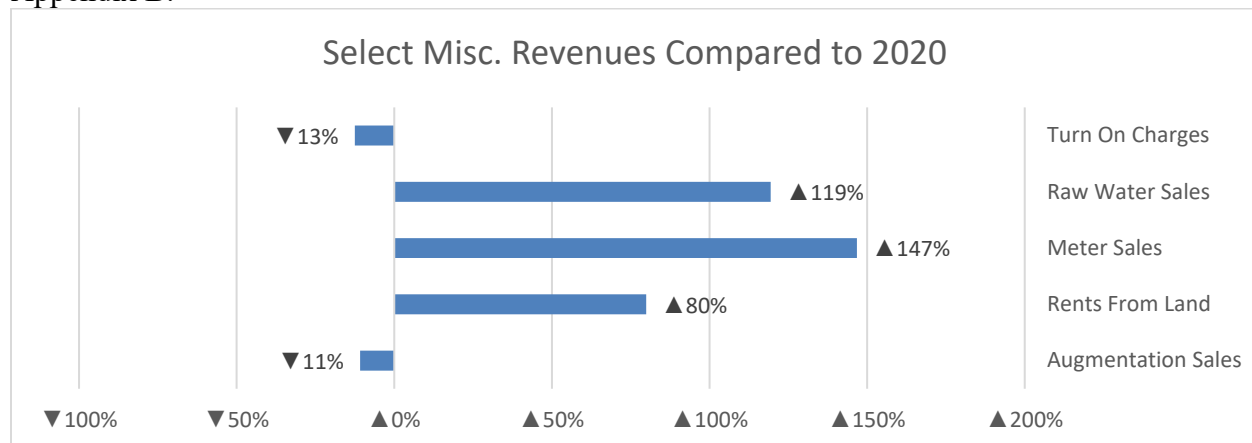


Water Rate Revenue Detail:

The following chart shows 2021 water rate revenue at the customer class level compared to budgeted targets. Each customer class's percentage share of total 2021 rate revenue can be found in the legend. System wide, water use was down about 8% from 2020 despite account growth, indicating the importance weather plays in water rate revenue. Overall, 2021 water rate revenues were just under \$44M which is slightly over the budgeted target.

Miscellaneous Water Revenue Detail:

Miscellaneous revenues are budgeted conservatively due to their variable nature. In total, the miscellaneous revenue category was 114% over budgeted targets (\$2.2M above budget). Turn-on charge revenue will increase in 2022 because water turn-offs were halted at the start of the pandemic and only restarted in late summer 2021. The chart below highlights a few notable revenues as compared to year-end 2020. A full listing of miscellaneous revenues is available in Appendix B.

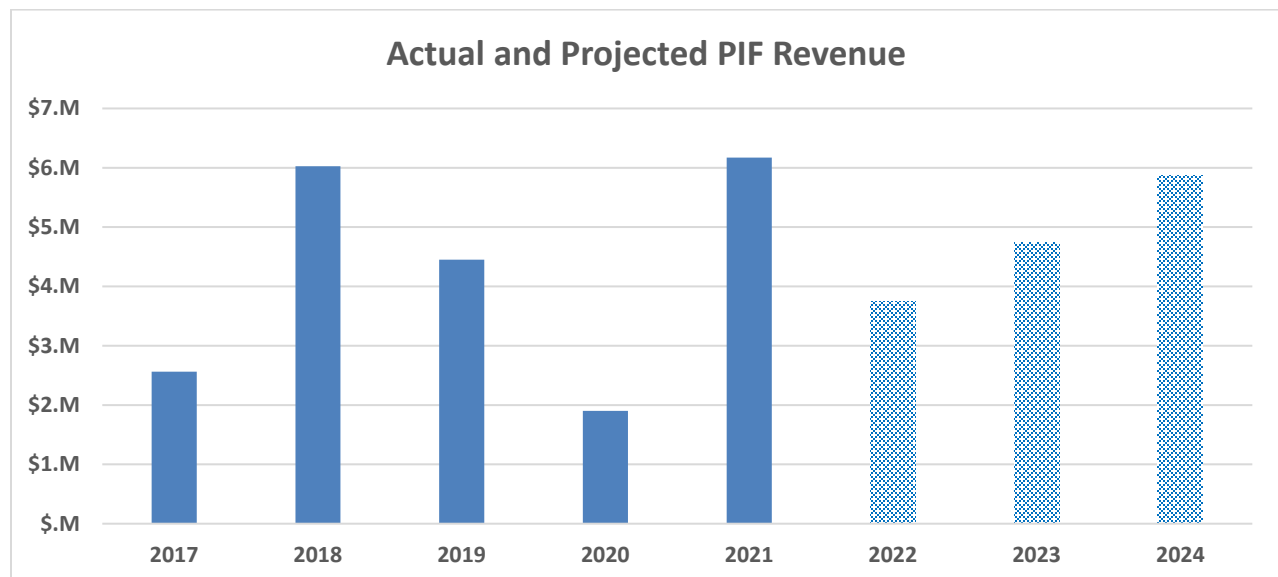
Cash-in-Lieu of Raw Water Revenue Detail:

Cash-in-lieu revenue, counted in the miscellaneous group and labeled in the chart above as “Raw Water Sales” is expected to be minimal going forward because of the availability of raw water

credits associated with the Terry Ranch project. For 2021, Greeley received just under \$1.6M in cash-in-lieu revenue.

Water Plant Investment Fee Revenue Detail:

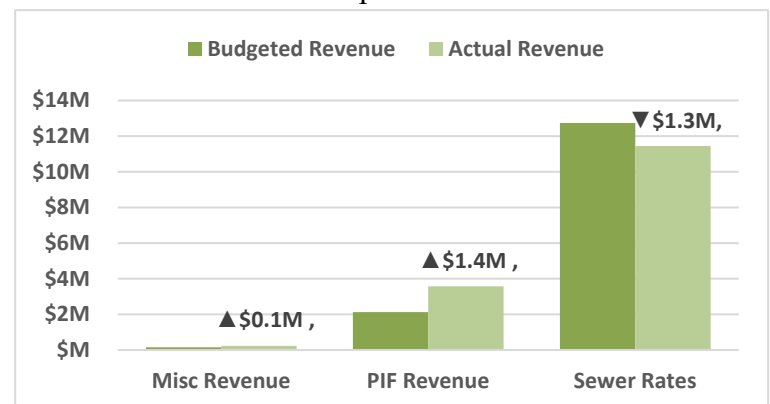
2021 Plant Investment Fee (PIF) revenue recovered quickly from the economic shutdown of the COVID-19 pandemic, coming in 75% over the budgeted target and generating 57% less revenue than in 2020. Due to the uncertainty surrounding COVID-19 and the development environment, the anticipated PIF revenue for 2021 was reduced early in the budget process with an assumption that development will re-bound in 2022. The chart below shows actual PIF revenue for the past five years with a look ahead at modeled figures. The PIF revenue estimates for 2022 on will be re-evaluated during the modeling process this spring.



Sewer Revenues

Similar to water revenues, sewer revenues can be grouped into the same three categories which comprise similar percentage shares of total revenue. Sewer rates made up 75% of total 2021 revenue while miscellaneous made up 2% and plant investment fees made up 23%. 2021 year-end revenue compared to budget for each category is shown in the chart to the right.

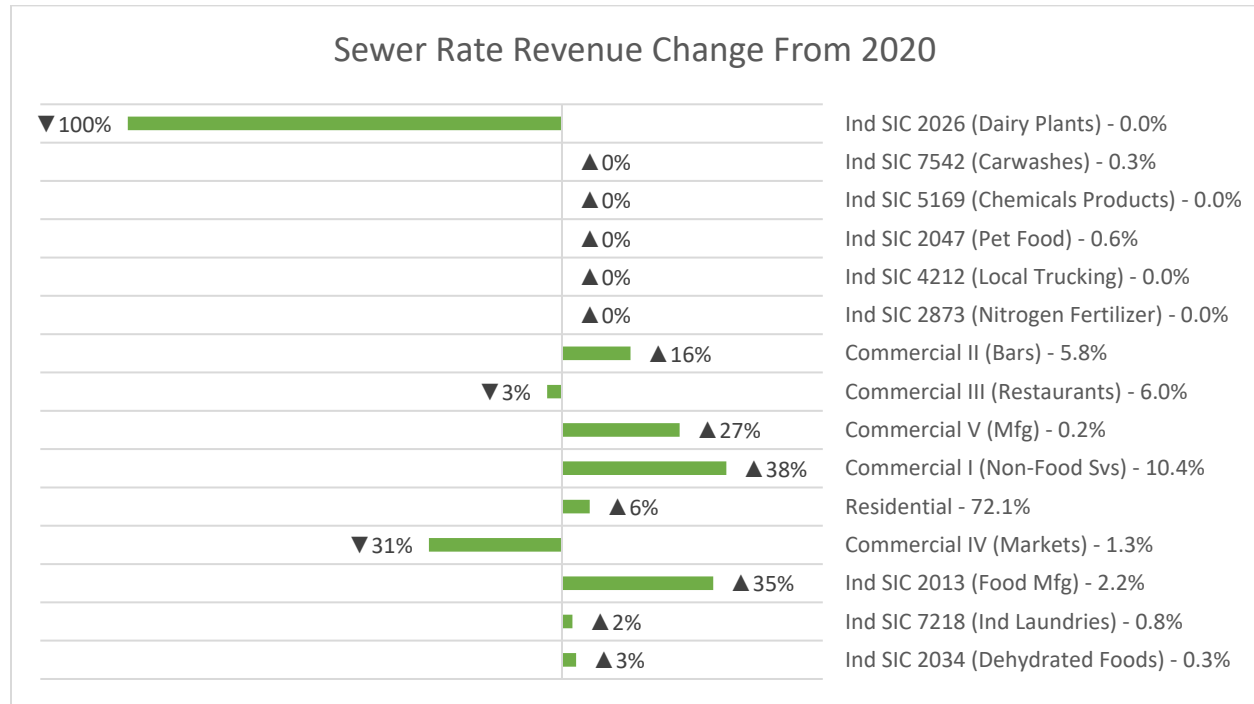
Unlike on the water side, sewer production is not as impacted by weather. In total, sewer revenues exceeded budgeted revenue by \$250K, primarily because plant investment fees exceeded expectations.



Sewer Rate Revenue Detail:

The following chart is a more detailed look at sewer rate revenue at the customer class level as compared to year-end 2020. Each customer class' percentage share of 2021 rate revenue can be found in the legend. As noted previously, a large industrial customer closed. Additionally, several

industrial customers were given their own rate classification after previously being included in various commercial classes.

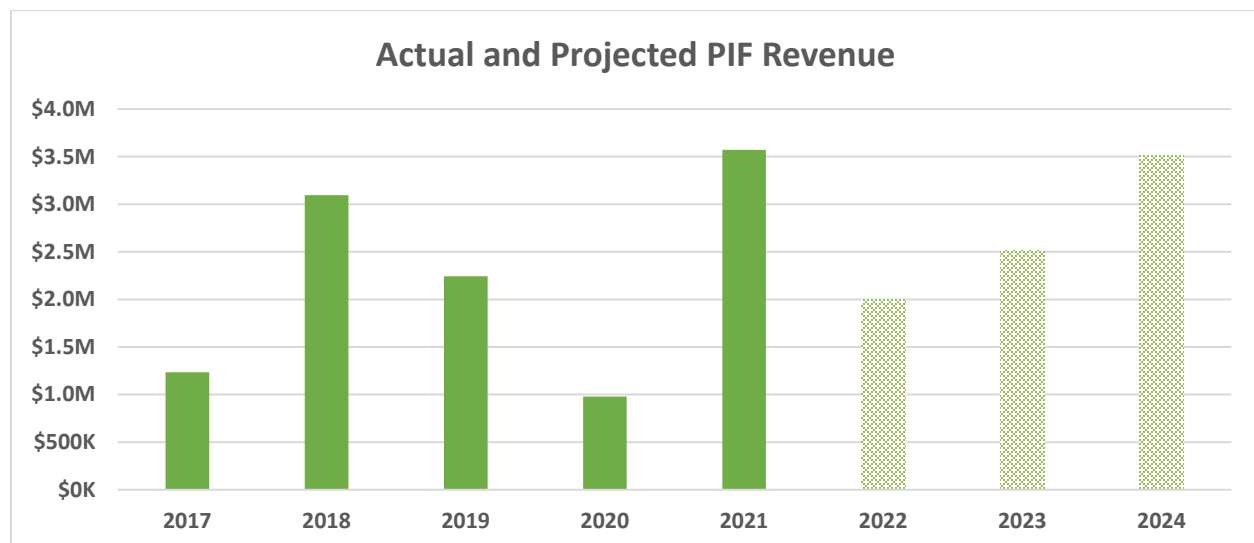


Miscellaneous Sewer Revenue Detail:

Like on the water side, miscellaneous sewer revenues are budgeted conservatively. Full detail on miscellaneous sewer revenues is available in Appendix C.

Sewer Plant Investment Fee Revenue Detail:

Sewer PIF revenue was 68% above the 2021 budgeted target. This is normally a variable revenue, as evidenced in the chart below, but COVID-19 had a particularly severe impact in 2020 and likely influenced the large increase in development activity in 2021. The following chart shows actual PIF revenue for the past five years with a look ahead at modeled figures.



Year-End 2021 Water & Sewer Finance Report
Appendix A: Water Demands

Prepared February 2022

	2021 Actual Water Demand v Modeled Demand							2021 Water Demand v 2020	
	% Total Water Use	Water Use (Kgal)	Taps	Use/Tap	Modeled Use/Tap	Modeled Use (Kgal)	% Change Total Use v Modeled	Kgal Change v 2020	% Change v 2020
Inside Residential	36%	2,872,411	23,596	122	120	2,800,180	3%	(321,209)	-10%
Inside Commercial	12%	983,830	1,875	525	604	1,108,083	-11%	(88,366)	-8%
Inside Multi-Family	13%	1,015,276	2,263	449	462	1,014,976	0%	(54,705)	-5%
Industrial User	9%	696,144	2	348,072	350,000	700,000	-1%	(61,703)	-8%
Industrial User	9%	722,869	3	240,956	238,333	715,000	1%	18,497	3%
Public Uses	4%	313,948	250	1,256	1,100	271,714	16%	(99,102)	-24%
Inside-City Sub-Total:	83%	6,604,478	27,989			6,609,953	(0%) ▼	(606,588)	(8%) ▼
Evans	10%	823,983	14	58,856	59,670	828,710	-1%	(67,328)	-8%
Windsor	2%	195,685	3	65,228	69,000	209,811	-7%	(5,025)	-3%
Outside Industrial User	2%	173,032	1	173,032	190,000	188,483	-8%	813	0%
Milliken	1%	105,526	1	105,526	100,000	108,130	-2%	(14,373)	-12%
Outside Residential	1%	42,962	471	91	101	45,992	-7%	(8,509)	-17%
Ag-Special Contract	0%	27,477	55	500	592	30,373	-10%	(7,363)	-21%
Outside Commercial	0%	11,944	114	105	12	11,452	4%	210	2%
Outside Multi-Family	0%	4,240	19	223	280	5,000	-15%	(296)	-7%
Outside-City Sub-Total:	17%	1,384,849	678			1,427,951	(3%) ▼	(101,871)	(7%) ▼
Total Water Demand:		7,989,327	28,667			8,037,904	(1%) ▼	(708,459)	(8%) ▼

Year-End 2021 Water & Sewer Finance Report

Appendix B: Water Revenues

Prepared February 2022

	2021 Water Revenues v Budget				2021 Revenues v 2020	
	% of Total Rev	\$ Revenue	\$ Budget	% Change v Budget	\$ Change v 2021	% Change v 2020
Inside Residential	46.5%	25,250,572	24,605,641	3%	(189,127)	(1%)
Inside Commercial	10.5%	5,702,830	5,984,052	(5%)	(25,008)	(0%)
Inside Industrial	9.8%	5,335,237	5,417,763	(2%)	230,859	5%
City of Evans	6.7%	3,660,507	3,720,435	(2%)	(144,950)	(4%)
Town of Windsor	1.7%	927,737	958,750	(3%)	72,620	8%
Non-Potable	1.4%	785,330	484,447	62%	(27,235)	(3%)
Outside Residential	1.1%	601,133	681,529	(12%)	(145,146)	(19%)
Town of Milliken	1.3%	713,377	709,445	1%	12,319	2%
Outside Industrial User	1.2%	632,604	662,965	(5%)	20,325	3%
Ag-Special Contract	0.3%	156,134	172,004	(9%)	(28,575)	(15%)
Outside Commercial	0.3%	161,923	152,650	6%	(459)	(0%)
Rate Revenue Sub-Total:	81%	43,927,384	43,549,681	+ 1% ▲	(224,378)	(1%) ▼
Re-Rent From Purchase	1.3%	723,851	250,000	190%	(424,599)	(37%)
Raw Water Sales	2.9%	1,585,139	500,000	217%	862,672	119%
Other Water Rentals	1.3%	730,868	375,000	95%	208,699	40%
Raw Water Surcharge	0.2%	98,754	350,000	(72%)	(232,537)	(70%)
Augmentation Sales	0.5%	283,115	125,000	126%	(34,316)	(11%)
Rents From Equipment	0.4%	200,466	100,000	100%	26,396	15%
Sales To Outside Agencies	0.1%	78,120	75,000	4%	(37,375)	(32%)
Royalties	0.2%	108,159	-		3,638	3%
Rents From Land	0.3%	157,989	65,000	143%	70,174	80%
Meter Sales	0.4%	201,379	100,000	101%	119,765	147%
Turn On Charges	0.0%	5,197	10,205	(49%)	(743)	(13%)
Misc Revenue Sub-Total:	8%	4,173,037	1,950,205	+ 114% ▲	561,775	+ 16% ▲
Development Revenue:	11.4%	6,170,690	3,529,881	75%	4,267,498	224%
Total Water Revenues:		54,271,111	49,029,767	+ 11% ▲	4,604,895	+ 9% ▲

Year-End 2021 Water & Sewer Finance Report

Appendix C: Sewer Revenues

Prepared February 2022

	2021 Sewer Revenues v Budget				2021 Revenues v 2020	
	% of Total Rev	\$ Revenue	\$ Budget	% Change v Budget	\$ Change v 2020	% Change v 2020
Residential	54.1%	8,248,892	8,668,574	(5%)	480,372	6%
Commercial I (Non-Food Svs)	7.8%	1,193,005	1,271,597	(6%)	327,239	38%
Commercial II (Bars)	4.4%	665,129	690,090	(4%)	90,042	16%
Commercial III (Restaurants)	4.5%	684,870	839,097	(18%)	(24,130)	(3%)
Commercial IV (Markets)	1.0%	149,458	189,416	(21%)	(65,903)	(31%)
Commercial V (Mfg)	0.1%	17,540	10,062	74%	3,738	27%
Ind Sic 2026 (Dairy Plants)	0.0%	226	458,190	(100%)	(219,634)	(100%)
Ind Sic 2013 (Food Mfg)	1.6%	248,067	267,731	(7%)	64,014	35%
Ind Sic 7218 (Ind Laundries)	0.6%	91,030	85,048	7%	2,148	2%
Ind Sic 2034 (Dehydrated Foods)	0.3%	38,813	36,498	6%	1,221	3%
Ind SIC 2873 (Nitrogen Fertilizer)	0.0%	4,375	16,267	(73%)	4,375	-
Ind SIC 4212 (Local Trucking)	0.0%	946	2,335	(59%)	946	-
Ind SIC 2047 (Pet Food)	0.5%	70,896	119,278	(41%)	70,896	-
Ind SIC 5169 (Chemicals Products)	0.0%	3,758	6,134	(39%)	3,758	-
Ind SIC 7542 (Carwashes)	0.2%	29,164	75,606	(61%)	29,164	-
Rate Revenue Sub-Total:	75.0%	11,446,168	12,735,923	(10%) ▼	768,242	+ 7% ▲
Other Sewer Charges	0.0%	4,462	-	-	(216,848)	(98%)
Royalties	1.5%	232,397	150,000	55%	103,424	80%
Misc Revenue Sub-Total:	1.6%	236,859	150,000	+ 58% ▲	(113,424)	(32%) ▼
Development Revenue:	23.4%	3,571,304	2,128,591	+ 68% ▲	2,592,149	+ 265% ▲
Total Sewer Revenues:		15,254,330	15,014,514	+ 2% ▲	3,246,967	+ 27% ▲

WATER & SEWER BOARD AGENDA FEBRUARY 16, 2022

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 7

TITLE: BI-ANNUAL CIP REPORT

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

Staff will provide an update.

2021 CIP Update

Water & Sewer Board
February 16, 2022



Boomerang Golf Course Water Efficiency Improvements



Water Capital Replacement Fund

TOTAL BUDGET: \$3,268,727



Nitrification Project Phase II



Sewer Capital Replacement Fund

TOTAL BUDGET: \$35,482,679



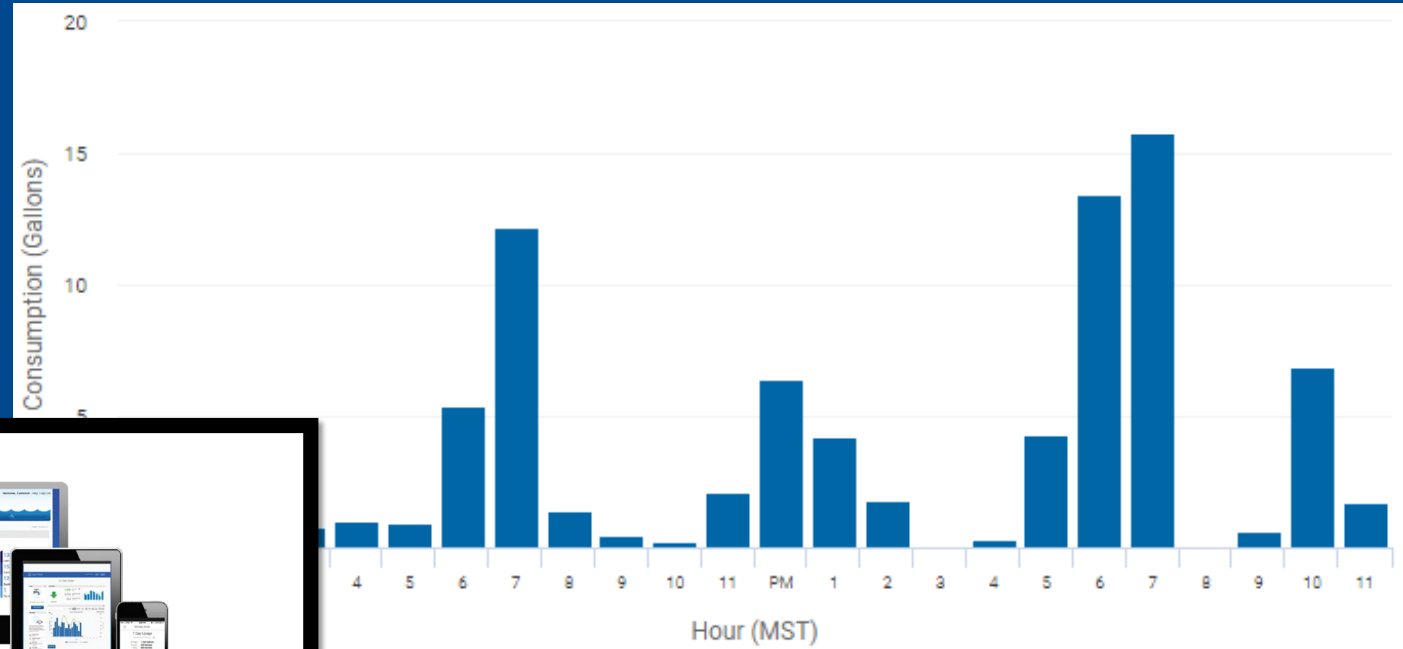
35th Ave Utility Improvement



Sewer Capital Replacement & Water Capital Replacement Funds

TOTAL BUDGET: \$3,400,000

Advanced Metering Infrastructure

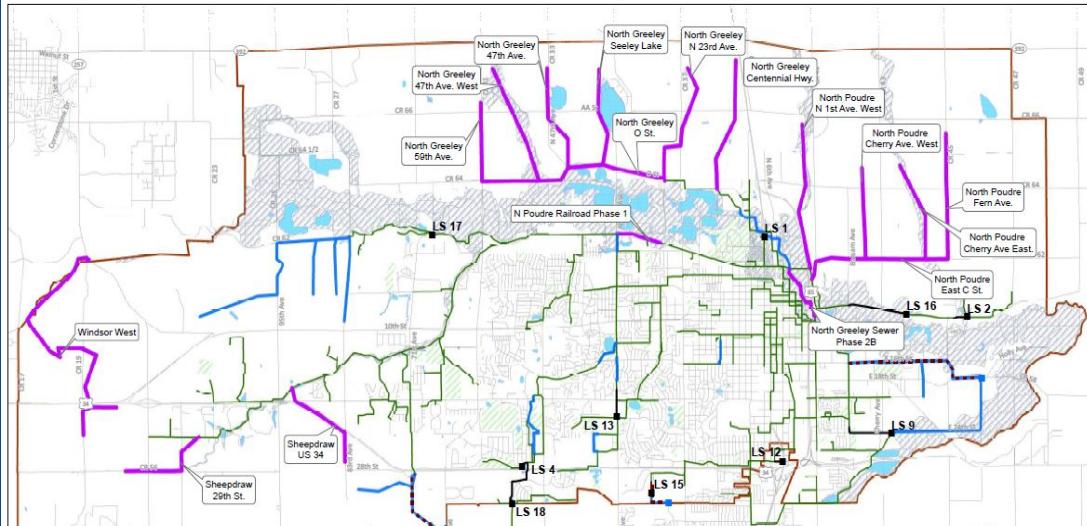


Water Capital Replacement Fund
USBR WaterSmart Grant Funds

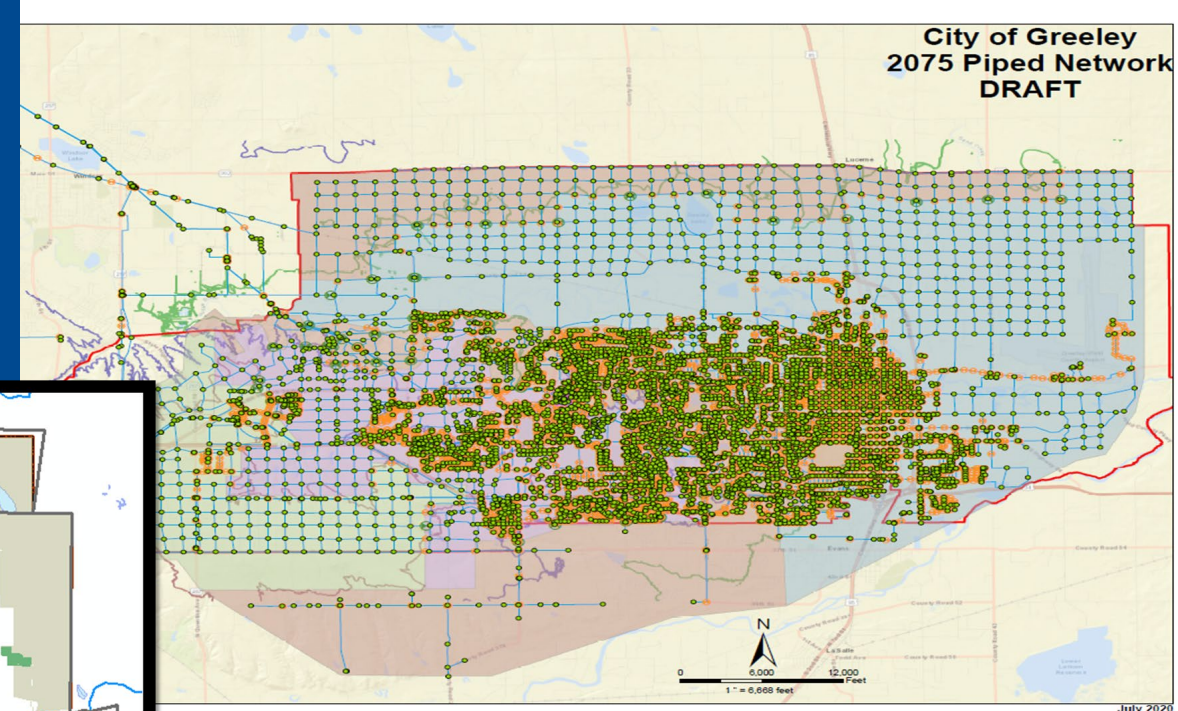
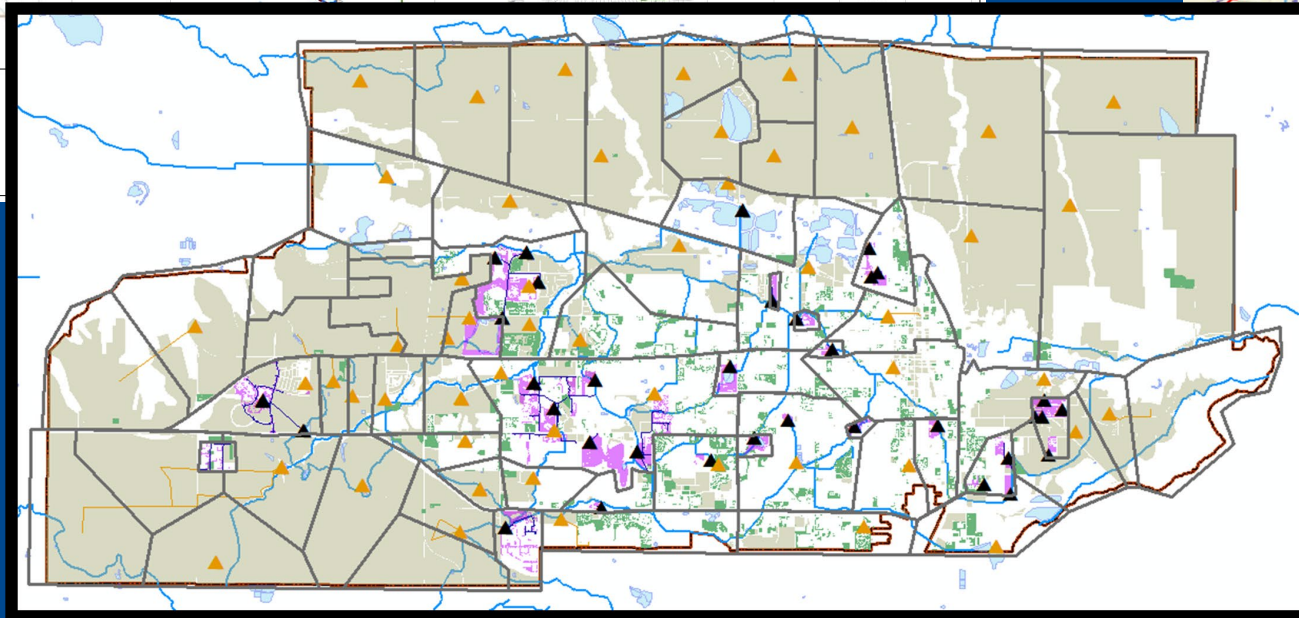
TOTAL BUDGET: \$13,445,350
TOTAL BUDGET: \$1,486,538



Sanitary Sewer, Non-Potable, Distribution Master Plan Update



City of Greeley
CDM Smith
December 18, 2020



City of
Greeley
Colorado

Sewer Capital Replacement, Water Construction & Water Capital Replacement Funds

TOTAL BUDGET: \$1,826,309

Ashcroft Lift Station



Sewer Capital Replacement Funds

TOTAL BUDGET: \$4,716,918

Poudre Ponds Slurry Wall & Flood Protection Structure



Water Construction Funds

TOTAL BUDGET: \$3,950,000

I-25 Expansion & Transmission Relocation



Water Capital Replacement Funds (CDOT Funds)

TOTAL BUDGET: \$3,550,000

Boyd Lake WTP Process Improvements



Water Capital Replacement Funds

TOTAL BUDGET: \$9,975,000

Water Distribution Rehab - 29th St Waterline Replacement



Water Capital Replacement Funds

TOTAL BUDGET: \$xxxxxxx00

Water Transmission Rehab - 20th St Meter Replacement



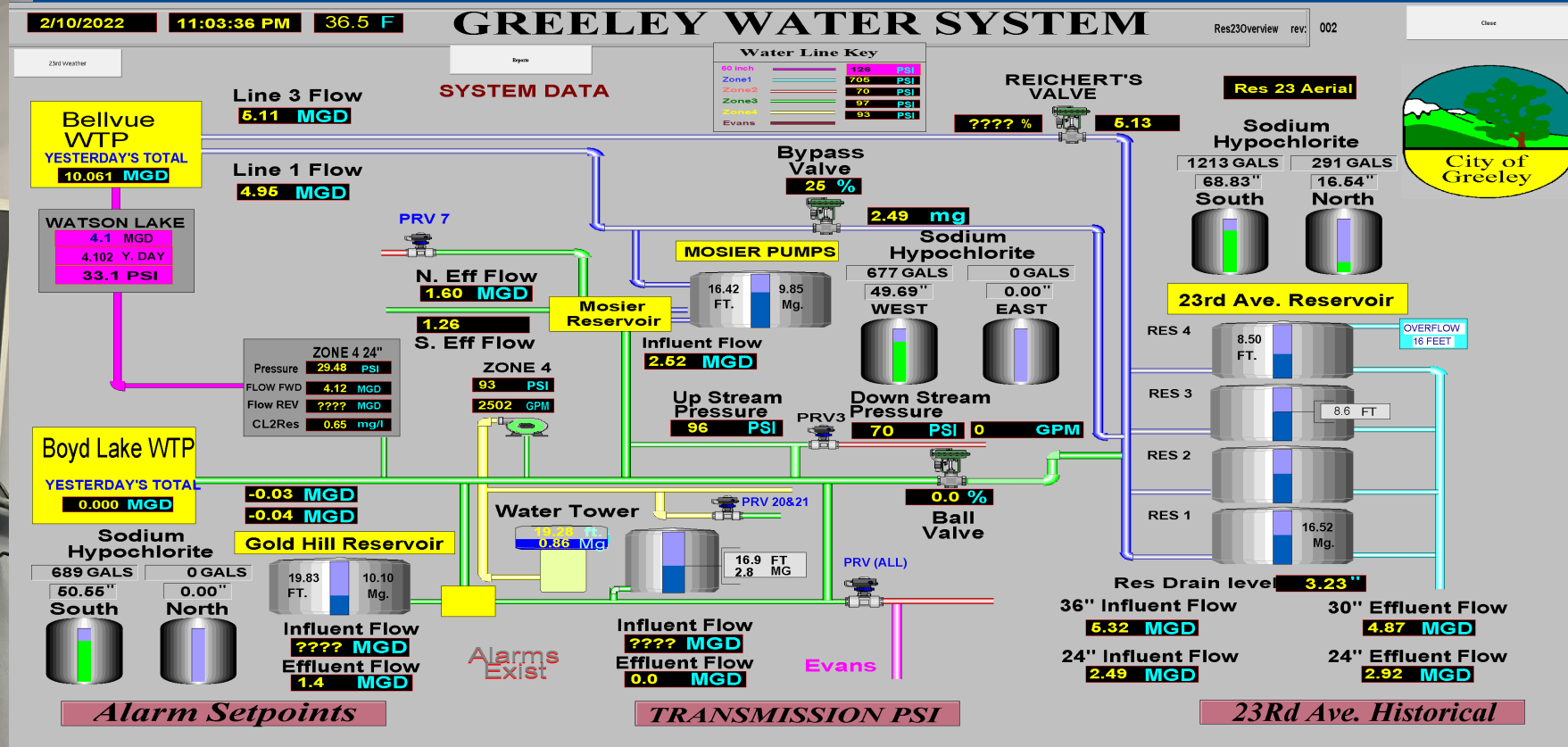
WTRF General Rehabilitation



Sewer Capital Replacement Funds

TOTAL BUDGET: \$880,200

SCADA Upgrades: Reservoir, Lift Station, & Non-Potable



Water Capital Funds (Split with ELCO, North Weld, & Greeley

TOTAL BUDGET: \$522,400



Thank You!
Questions?



WATER & SEWER BOARD AGENDA FEBRUARY 16, 2022

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 8

TITLE: LEGAL REPORT

RECOMMENDATION: LEGAL REPORT

ADDITIONAL INFORMATION:

Legal Report
Greeley Water and Sewer Board Meeting
February 16, 2022

- I. Statements of Opposition:** Based on a review of the December, 2021 Water Court Resume, staff and water counsel recommend that the Board file statements of opposition in the following cases:
- a. Case Number: **21CW3216:** State Decennial 2020 Abandonment List. Greeley's Island Grove Well No. 4503, originally decreed in Case No. W-2642, is on the list. Greeley had previously committed to filing an augmentation plan by June 1, 2020 in a stipulation in Case No. 12CW148. Greeley failed to do so, but is planning to submit an augmentation plan that includes this well in the near future. We recommend filing a statement of opposition in order to maintain the possibility of removing this water right from the abandonment list.
 - b. Case Number: **21CW3225:** Application by St. Michael's Reservoir LLC c/o Art Gutterson for a water storage right of 142.4 AF on Ashcroft Draw. A water right was decreed for this reservoir in 00CW52, a case in which Greeley participated as an opposer. Applicant failed to file an application for diligence and the conditional storage right was deemed abandoned. This is a new application for the same reservoir. We recommend filing a statement of opposition to protect Greeley's water rights from injury and to ensure that any terms and conditions consistent with the 00CW52 decree.
 - c. Case Number: **21CW3229:** Application by East Larimer County Water District for change of 9.5 shares of WSSC, alternate points of diversion, alternate places of storage and exchanges. We recommend filing a statement of opposition to protect Greeley's water rights, including its own WSSC shares from injury. This application also involves infrastructure, such as Overland Ponds, Monroe Gravity Canal and Chambers Lakes, that are owned by and/or used by Greeley. The proposed exchange of 100 cfs is in reaches important to Greeley's water rights and water system.
- II. Proposed Motion Language:** "I move that the Board authorize the filing of statements of opposition in Case Nos. 21CW3216 and 21CW3225 and 21CW3229 and for staff and legal counsel to seek resolution of issues raised by this case consistent with Water and Sewer Board Resolution No. 3-15."

WATER & SEWER BOARD AGENDA FEBRUARY 16, 2022

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 10

TITLE: DIRECTOR'S REPORT

RECOMMENDATION: DIRECTOR'S REPORT

ADDITIONAL INFORMATION:

- Rescheduled Windy Gap Firing Tour – March
- Colorado River Hydrology

Programs

- Farm Bill
 - Conservation Compliance
 - Regional Conservation Partnership Program
- Financial Assistance
- Easements
- Landscape Initiatives
- Landscape Planning

I Want To...

- Read RCPP Partner Stories
- RCPP Frequently asked questions
- Get started with NRCS
- Find a local NRCS Service Center

Highlights

- National NRCS RCPP Website
- RCPP: Partner-led Solutions publication

Colorado River Headwaters Connectivity Project

Year Awarded: Fiscal Year 2017

Colorado Counties: Grand

Lead Federal Agency: USDA Natural Resources Conservation Service (NRCS)

Cooperating Agency: United States Army Corps of Engineers

Sponsors: Northern Colorado Water Conservancy District and Trout Unlimited

Project Description

The United States Department of Agriculture Natural Resources Conservation Service (NRCS), with the project sponsors (Northern Colorado Water Conservancy District, Trout Unlimited, and Grand County), is proposing to partially fund through the Regional Conservation Partnership Program (RCPP) under the Watershed Protection and Flood Prevention Act (Public Law [PL] 83-566), the Colorado River Headwaters Connectivity Project (Project) in Grand County, Colorado. Ecosystem improvements are being proposed within the Windy Gap Watershed to provide river connectivity and enhance stream habitat. Two structures (Windy Gap Dam/Reservoir and the Fraser River weir) are proposed for modifications to reconnect the river segments upstream of the dam, to the Colorado River downstream of the dam. Modifications would reestablish a riparian corridor along this river section and allow for public recreation access.



NEPA Analysis

NRCS, as the lead federal agency, has initiated National Environmental Policy Act (NEPA) analysis in the form of a Watershed Plan and Environmental Assessment (Plan-EA) to analyze impacts to the environment from this project. The Plan-EA will comply with the Council on Environmental Quality's regulations at 40 CFR Parts 1500-1508 which require an evaluation of potential environmental impacts associated with federal projects and actions.

Current Status

The project is currently in the Draft Plan-EA review period and interested parties are invited to provide comments on the project and Draft Plan-EA. A combined in-person and virtual public meeting will be held which will describe

the alternatives analyzed and potential impacts to the environment. Details for the comment period and Draft Plan-EA meeting are included below and in the [Notice of Availability](#) announcement.

Comment Period

Open: February 8, 2022

Close: March 10, 2022

Public Meeting

Date: February 22, 2022 - Tuesday

Time: 6:00 PM – 7:30 PM (presentation will begin promptly at 6:10pm)

Virtual: To join the meeting virtually, please go to the Zoom link and enter the meeting passcode provided below at the designated meeting time:

Zoom Meeting Link: <https://tinyurl.com/2p8c5k4c> 

Meeting Passcode: 477678

To join the meeting by phone, please dial the phone number and enter the Webinar ID provided below at the designated meeting time:

Phone (Toll Free): 877-853-5247

Webinar ID: 865 1081 1749

In Person: Attend the meeting in-person during the designated meeting time at:

Grand Fire Protection District Office

60500 US-40

Granby, CO 80446

An electronic version of the Plan-EA can be downloaded from the link below in Project Documents. Hard copies of the report are available for review at:

- Granby Library: 55 Zero St., Granby, CO 80446
- Hot Sulphur Springs Library: 150 Moffat Ave., Hot Sulphur Springs, CO 80451
- Grand County Office: 308 Byers Ave., Hot Sulphur Springs, CO 80451
- Granby Town Hall: Zero W. Jasper Ave., Granby, CO 80446

Comments must be received by March 10, 2022 to become part of the public record. All comments should be directed to:

Greg Allington – Adaptive Environmental Planning, LLC
2976 E. State Street, Suite 120 #431
Eagle, ID 83616
Phone: 208-340-5721
Email: windygap@adaptiveenviro.com

Project Documents

[Draft Plan-EA Colorado River Headwaters Connectivity Project \(PDF\)](#)
[Draft Plan-EA Appendix A – Comments, Responses, and Consultation \(PDF\)](#)
[Draft Plan-EA Appendix B – Project Maps \(PDF\)](#)
[Draft Plan-EA Appendix C – Supporting Maps \(PDF\)](#)
[Draft Plan-EA Appendix D – Investigation and Analysis Report \(PDF\)](#)
[Draft Plan-EA Appendix E – Supporting Information](#)

NOTE: We will add other directories as we move through the NEPA planning process.

Contact Information

For further project information please contact:

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Greg Allington – Adaptive Environmental Planning, LLC
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Eagle, ID 83616
Phone: 208-340-5721
Email: windygap@adaptiveenviro.com

Updated: February 8, 2022

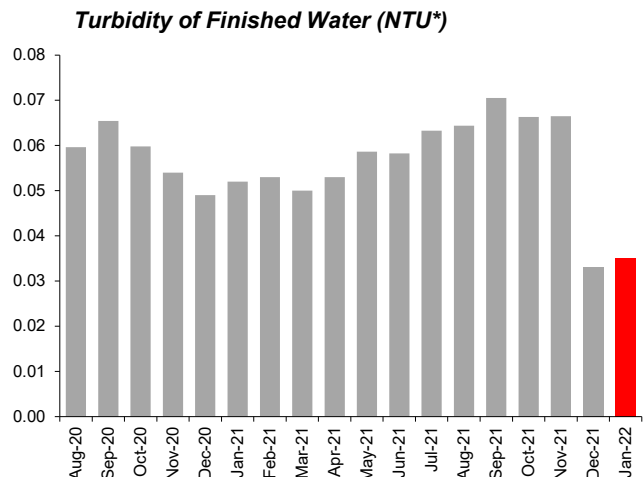
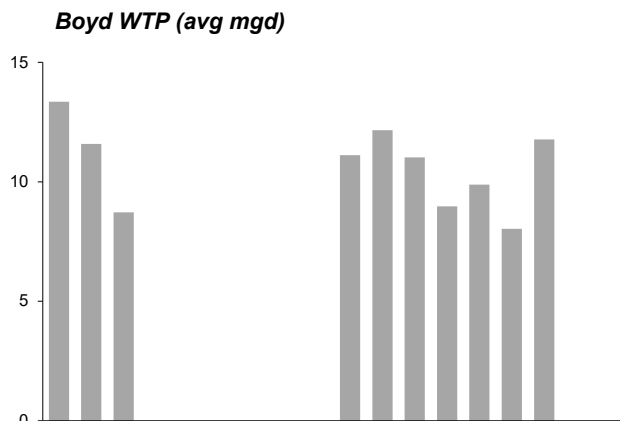
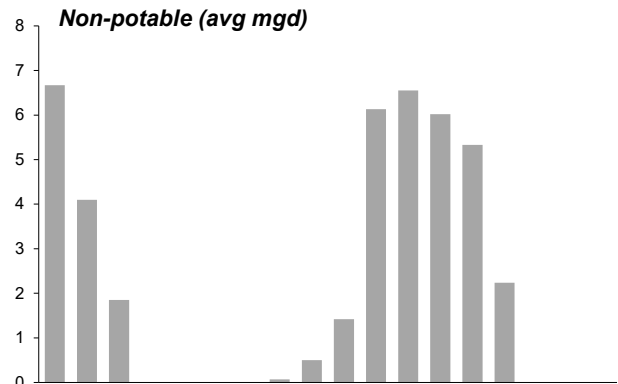
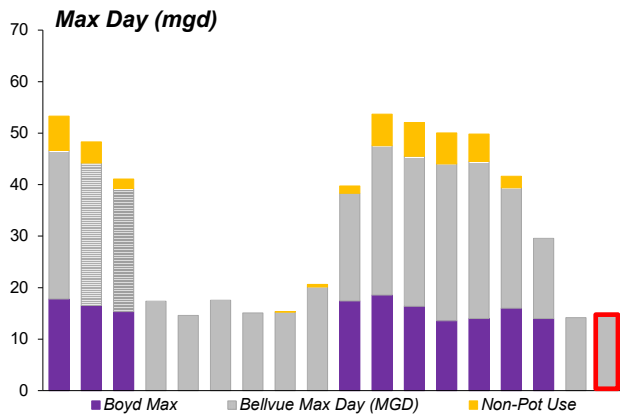
[NRCS Home](#) | [USDA.gov](#) | [Site Map](#) | [Civil Rights](#) | [FOIA](#) | [Plain Writing](#) | [Accessibility Statement](#)
[Policy and Links](#) | [Non-Discrimination Statement](#) | [Information Quality](#) | [USA.gov](#) | [WhiteHouse.gov](#)

Water Treatment

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

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

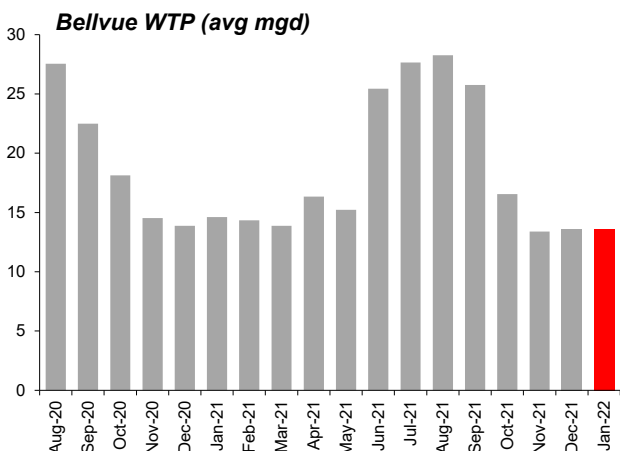
Combined, Bellvue and Boyd can treat a maximum of 70-73 million gallons per day.



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

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

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

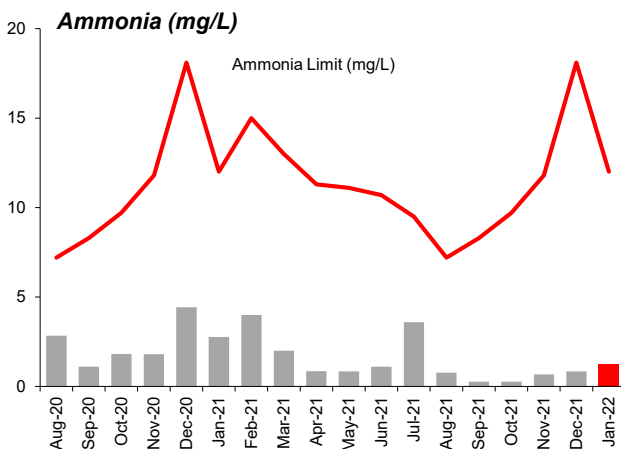
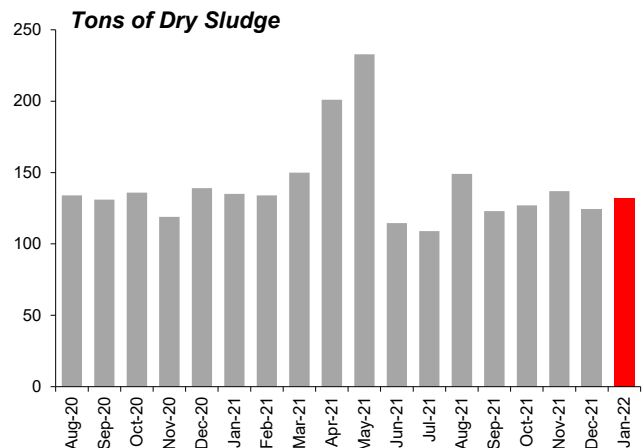
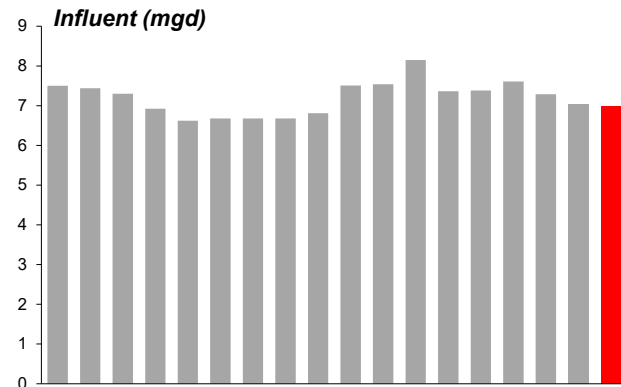
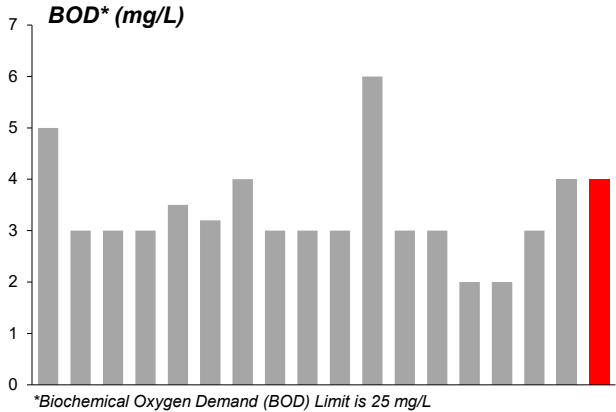
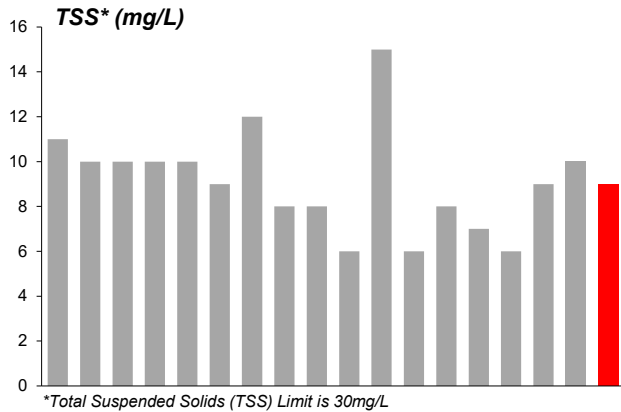


Wastewater Treatment

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

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

Note: the red column indicates the current month.



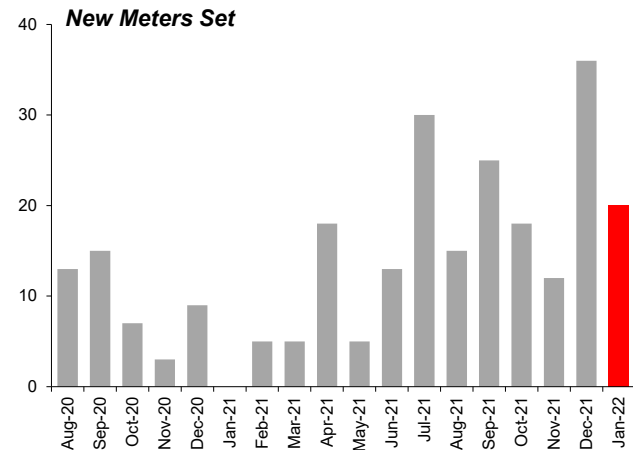
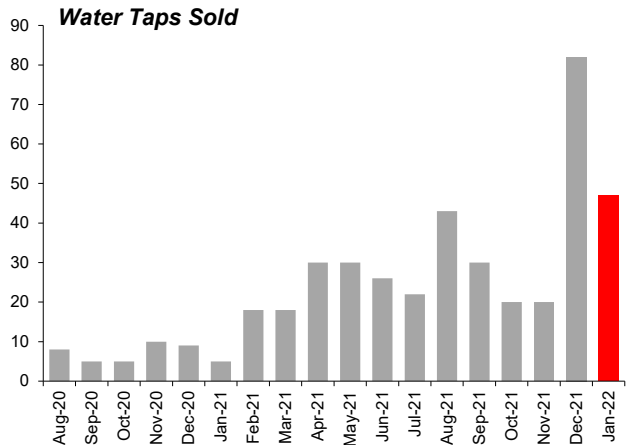
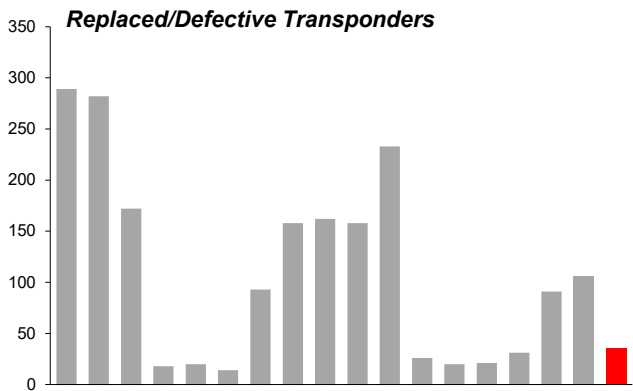
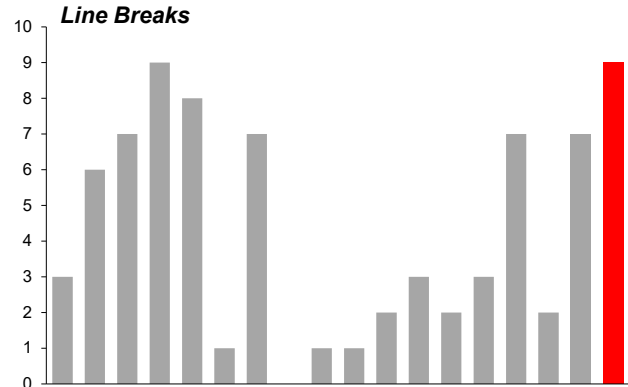
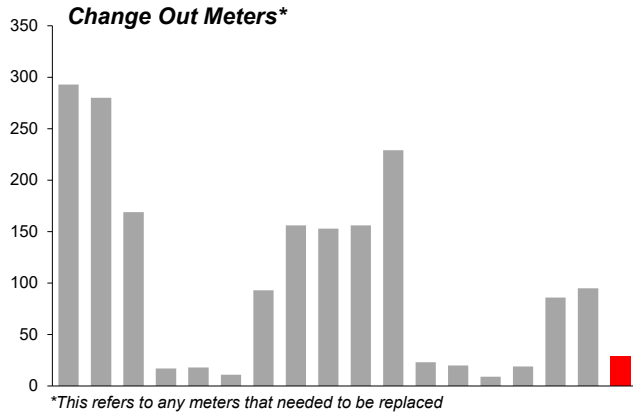
Water Distribution

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

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

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

Note: the red column indicates the current month.



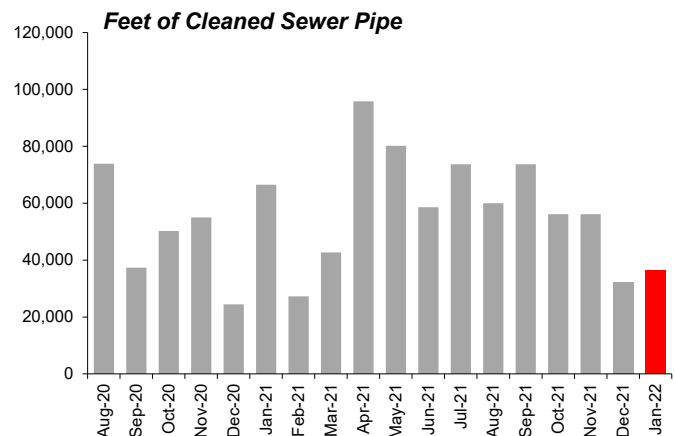
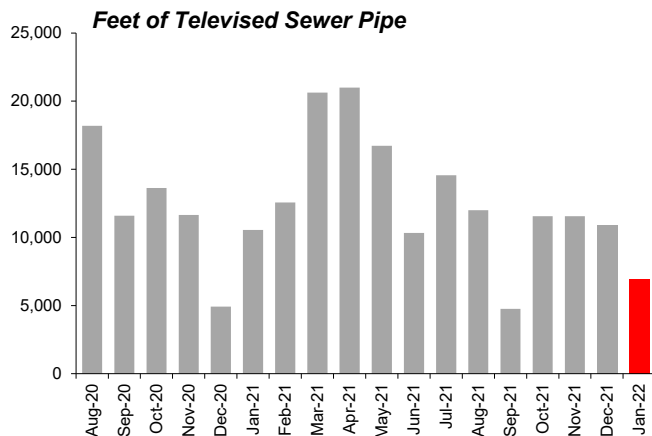
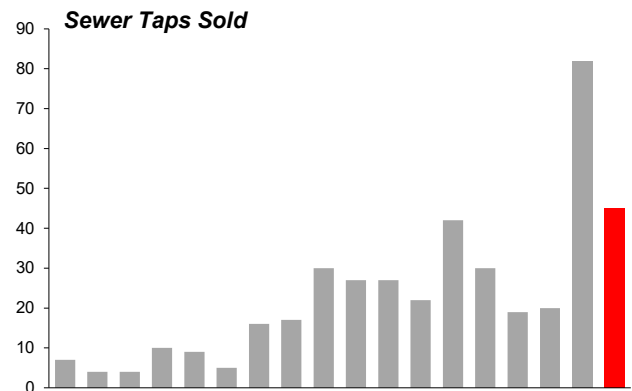
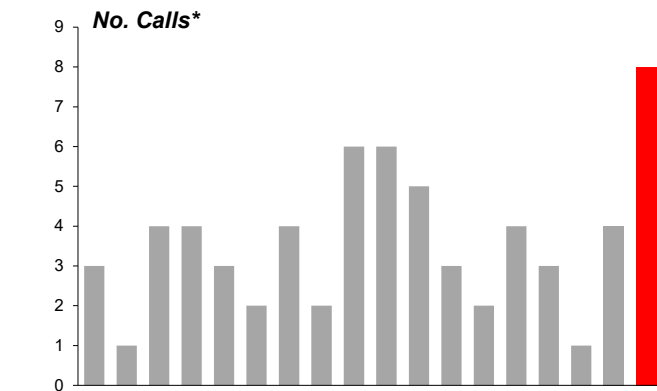
Wastewater Collection

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

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

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

Note: the red column indicates the current month.

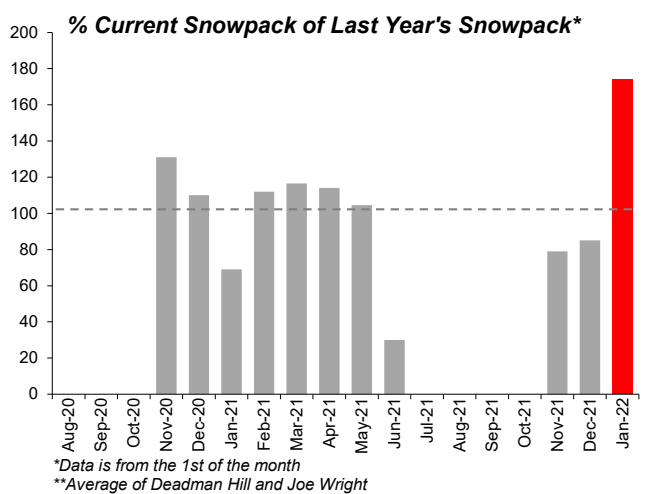
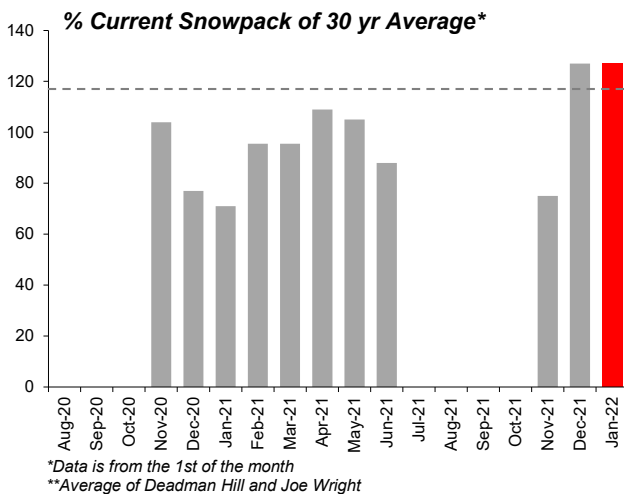
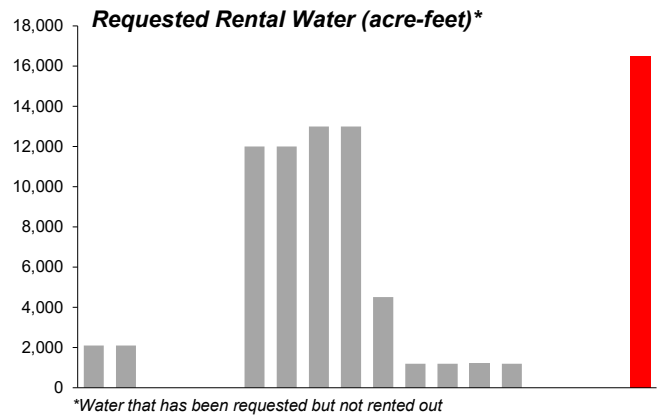
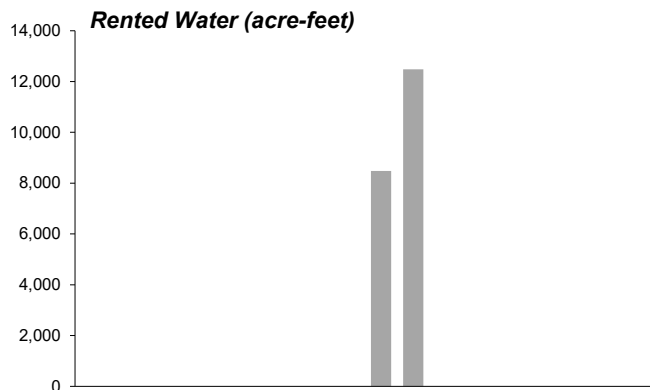
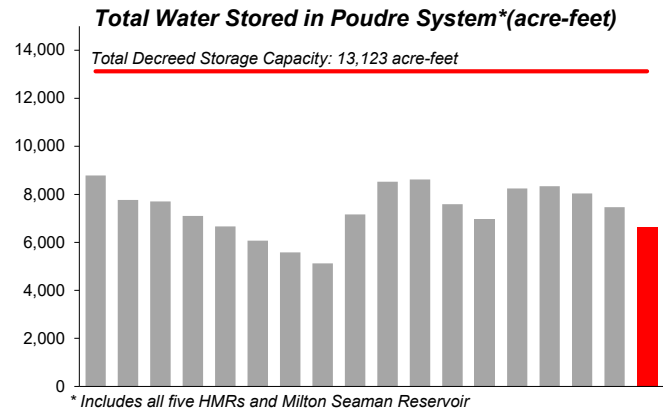
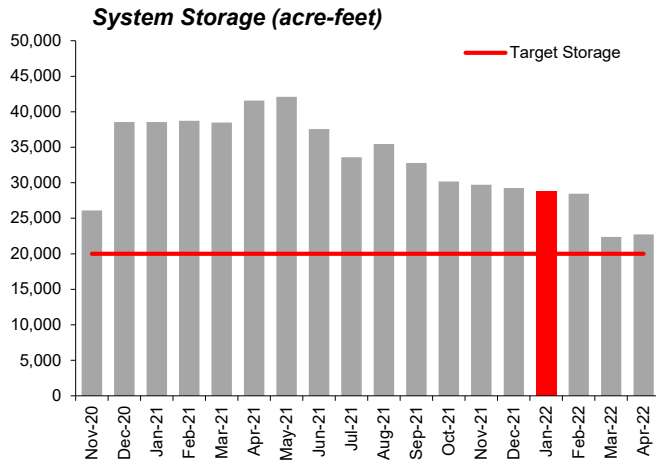


Water Resources

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.

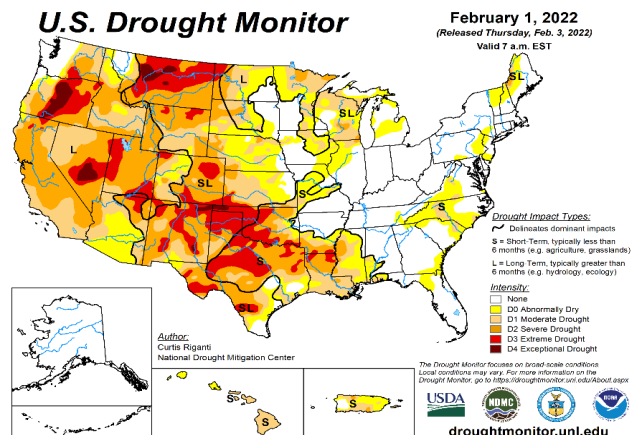
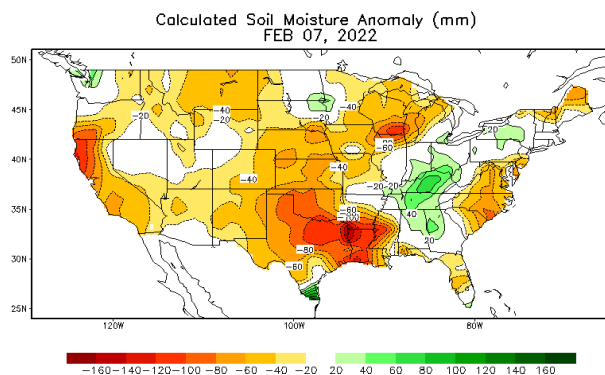
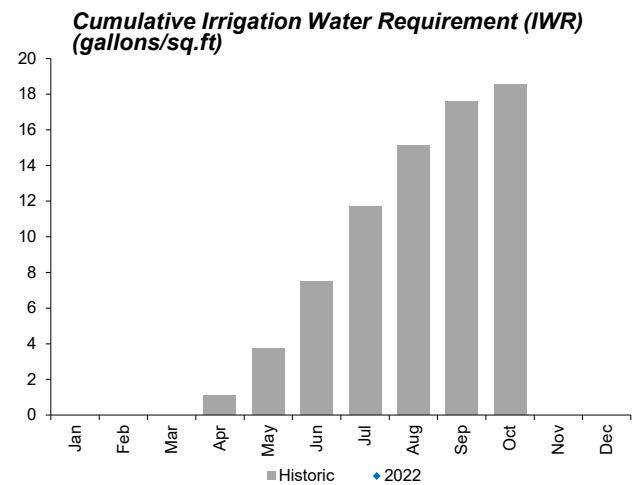
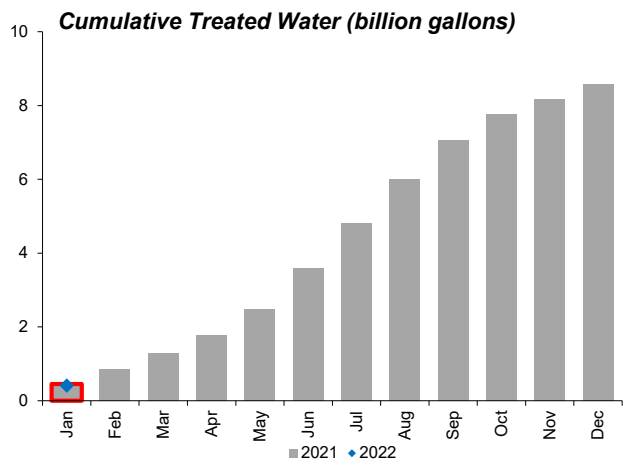
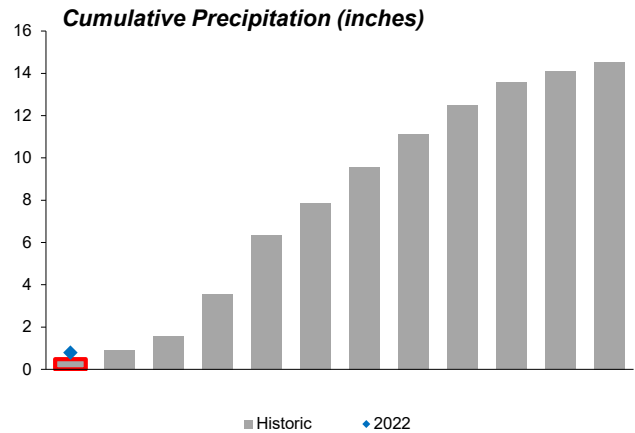
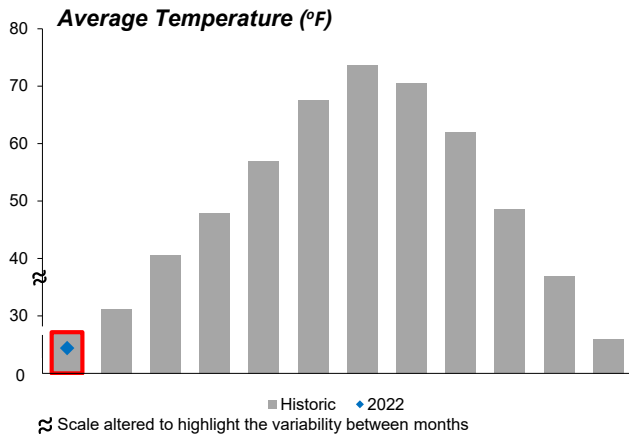
Note: the red column indicates the current month.



Treated Water and Weather Data

January 2022 average temperature was 24.38°F, approximately 2.8°F cooler than average.

Greeley precipitation was 0.79 inches in January, which is slightly above average (0.43 inches).



WATER & SEWER BOARD AGENDA FEBRUARY 16, 2022

ENCLOSURE _____ NO ENCLOSURE X

ITEM NUMBER: 11

TITLE: SUCH OTHER BUSINESS THAT MAY BE
 BROUGHT BEFORE THE BOARD AND
 ADDED TO THIS AGENDA BY MOTION OF
 THE BOARD

RECOMMENDATION: TO BE DETERMINED

ADDITIONAL INFORMATION: