

WATER & SEWER BOARD AGENDA

Wednesday October 20, 2021
2:00 p.m.

1. Roll Call: _____ Chairman Harold Evans _____ Vice Chairman Mick Todd
 _____ Mr. Fred Otis _____ Mr. Joe Murphy
 _____ Mr. Tony Miller _____ Mr. Manuel Sisneros
 _____ Mrs. Cheri Witt-Brown _____ Mayor John Gates
 _____ Mr. John Karner _____ Mr. Raymond Lee (interim CM)
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. Approve Reimbursement Agreement for Wildfire Mitigation and Rehabilitation Services with the Big Thompson Watershed Coalition

End of Consent Agenda

5. Welcome New Employees and Promotions
6. 3rd Quarter Water Court Update
7. Approve and Recommend to City Council the Infrastructure Intergovernmental Agreement with North Weld
8. Consideration of Resolution Opposing Changes to City Charter Session 2G & 2H
9. Meter Replacement Project Update
10. Legal Report
11. Executive Session
12. Director’s Report



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.

13. 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 September 15, 2021
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:03 p.m. on Wednesday, September 15, 2021.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Tony Miller, Manuel Sisneros, Cheri Witt-Brown, and Raymond Lee (Interim CM)

Water and Sewer Department staff:

Director Sean Chambers, Deputy Director Water Resources Adam Jokerst, Utility Finance Manager Erik Dial, Deputy Director Operations Nina Cudahy, Chief Engineer Adam Prior, Water Resources Manager Jennifer Petrzelka, Water Resources Admin. III Leah Hubbard, Water Resources Planning Manager Kelen Dowdy, Rates and Budget Analyst Kalen Myers, Water Resources Engineer IV Ryan Duve, W&S Engineer III John Goin, and Interim Office Manager Ettie Arnold

Legal Counsel:

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

Guests: Finance Staff Ben Alexander, Emeritus Board Member Robert Ruyle

2. Approval of Minutes

Mr. Miller made a motion, seconded by Mr. Sisneros, to approve the August 18, 2021 Water and Sewer Board meeting minutes. The motion carried 5-0.

Emeritus Board Member Robert Ruyle joined the meeting at 2:09 p.m.

3. Approval of and/or Additions to Agenda

Item 5, Welcome New Employees, was moved to the Director's report. Item 7, CPFWR, moved to agenda item 5. Item 9, Approve and Recommend to City Council the 2021 Non-Potable master plan, moved to agenda item 6.

Consent Agenda

4. Action: Approve and Recommend to City Council the Second Amendment to Intergovernmental Agreement for Treated Water Service with the Town of Milliken

Recommended action: Approve and Recommend to City Council the Second Amendment to Intergovernmental Agreement for Treated Water Service with the Town of Milliken.

Vice Chairman Todd made a motion, seconded by Mr. Miller, to approve the item on Consent Agenda and the proposed recommended action. The motion carried 5-0.

End of Consent Agenda

5. Pulled Consent Agenda Items

There were no items removed from the consent agenda.

6. Welcome New Employees and Promotions

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

7. Cameron Peak Fire Watershed Recovery & Impact Mitigation and Funding Update

Staff presented an update regarding Cameron Peak Fire mitigation funding and recovery efforts. Greeley and the Coalition for the Poudre River Watershed (CPRW) have a strong common interest in the protection of the upper Cache la Poudre River watershed, and desire to coordinate on recovery measures and mitigation efforts being employed in response to the Cameron Peak Fire.

Jen Petrzelka left the meeting at 2:14 p.m.

8. Approve and Recommend to City Council adoption of the 2021 Non-Potable Water Master Plan

Water and Sewer Department launched the process of completing a Non-Potable Water Master Plan in 2018 with CDM Smith. CDM has extensive master planning experience with Greeley completing work in 2008 and 2014. The two primary goals of the project are to reduce use of potable water for irrigation and increase non-potable use. The development of the master plan started with inventorying all 45 different wells and pump stations within the existing system. This critical step allowed the project team to evaluate the existing system for deficiencies and where the system has capacity for expansion. Next step in the project, development of the existing system model for all sites based on historical usage, piping configurations, and pumping capacity. The project progressed to utilizing the system model to look at existing conditions of the system and planning for the expansion of the system in the 5-year, 20-year, and full system build-out time frames. The expansion of the system was coordinated with the RAS BBC report and matched the middle adoption rates. The adoption scenarios are dependent on final City policy's and should be developed to meet or enhance the adoption rates. The expansion of the system focused on expanding the non-potable system at existing and future parks as the hubs of the systems. The final steps included developing CIP projects throughout the system and making sure it was coordinated with the other two Water & Sewer master plan projects and other City Department CIP projects. The project team conducted work sessions with Westminster, Denver Water, Evans, and Windsor to learn about their systems and examine opportunities for collaboration. The final aspects of the project included coordinating outreach efforts to discuss the planned master plans with different community members and groups interested in participating in reviewing the City's draft master plan and providing critical input or comments. This different feedback and input has now been incorporated into the master plan final report completed in June 2021.

Mr. Miller made a motion, seconded by Mrs. Witt-Brown, to approve and recommend to city council adoption of the 2021 Non-Potable Water Master Plan and Incorporation of the Same by Reference as an Amendment to the 2018 Comprehensive Plan and to the Planning Commission recommendation of the same to city council. The motion carried 5-0.

9. Legal Report

- a) Mr. Noble recommended filing one statement of opposition in **Case number 21CW3108**, Application of the Little Thompson Water District for a change of water rights for 94.75 shares (out of 2001) in the Home Supply Ditch Company, and 1/3 share (out of 48) in the Big Thompson Ditch and Manufacturing Company for municipal uses. These are senior water rights on the Big Thompson River. Mr. Noble reported that staff and counsel recommend that Greeley file a statement of opposition to ensure that Applicant's claims do not cause injury to Greeley's Big Thompson River water rights and exchanges.

Vice Chairman Todd made a motion, seconded by Mr. Miller that the Board authorize the filing of a statement of opposition in Case No. 21CW3108 and for

staff and legal counsel to seek resolution of issues raised by this case consistent with Water and Sewer Board Resolution No. 3 (2015). The motion carried 5-0.

- b) Mr. Noble also reported that the City Attorney's office would be seeking approval from the City Council to institute legal action against the Taylor & Gill Ditch Company related to a claimed breach of contract. The claim is related to a right of first refusal agreement that Greeley entered with the ditch company in 2014 for carrying capacity in the ditch. Greeley has become aware that the ditch company entered a contract with a third party for this ditch capacity. The legal action will seek damages because Greeley alleges that it did not receive the benefit of the right of first refusal agreement.

10. Executive Session

No executive session took place.

Mr. Miller left the meeting at 2:39 p.m.

11. Update on Intergovernmental Agreement for Temporary Infrastructure Use and Cost Sharing with North Weld County Water District

North Weld County Water District (NWCWD) has historically served customers within the Budweiser Annexation. In a separate, forthcoming agreement in 2022, the City of Greeley will purchase infrastructure from NWCWD and will provide service in this area. In addition, Weld County and City of Greeley Public Works Department are installing roundabouts at 59th Ave. and O St., and 35th Ave. and O St. Therefore, the Water and Sewer Department will use this opportunity to install infrastructure in anticipation of accepting said customers from North Weld. Said installation will be more cost effective by collaborating Weld County and NWCWD. This IGA will allow NWCWD to use Greeley's new potable water distribution infrastructure located within the new roundabouts and surrounding areas on a temporary basis to serve customers located within the Budweiser Annexation until Greeley assumes responsibility for serving the customers in the separate, forthcoming agreement in 2022. Allowing NWCWD temporary use will limit their installations and reduce Greeley's costs. The water providers would also like to share the costs associated with the design, acquisition, construction, and installation of master meters, and other associated infrastructure, near the intersection of 35th Avenue and O Street and 59th Avenue and O Street.

12. Non-Potable Irrigation Water Policy Update

Mr. Dial summarized the history of Greeley's non-potable utilization and the goals of modifying Greeley's non-potable policy related to new development. The proposed new non-potable policy has been communicated to stakeholders over the last five months and staff has made minor revisions to the proposed policy. Mr. Dial updated the Board about those policy changes and the updated schedule for policy adoption. Board members

provided their feedback regarding the policy and schedule and Mr. Dial indicated that the Board will see the final policy and code revisions in the next two months.

13. Director's Report

- Thank you – Board & Council tour
- Chimney Hollow Reservoir Construction
- Larimer County 1041 regulation update
- Report on resolution of litigation against Aggregate Industries

14. 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 3:17 p.m.

Harold Evans, Chairman

Raymond Lee, Interim Board Secretary

WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 4

TITLE: REIMBURSEMENT AGREEMENT FOR
WILDFIRE MITIGATION AND
REHABILITATION SERVICES WITH THE BIG
THOMPSON WATERSHED COALITION
(BTWC)

RECOMMENDATION: APPROVE REIMBURSEMENT AGREEMENT
FOR WILDFIRE MITIGATION AND
REHABILITATION SERVICES WITH THE BIG
THOMPSON WATERSHED COALITION

ADDITIONAL INFORMATION:

Greeley and the Coalition for the Big Thompson Watershed Coalition have a strong common interest in the protection of the Big Thompson Watershed, and desire to coordinate on recovery measures and mitigation efforts being employed in response to the Cameron Peak Fire. BTWC has received funding from the City of Loveland that they want to provide to Greeley for post-fire recovery and mitigation efforts. This agreement details the process for BTWC to reimburse Greeley for this work.

Reimbursement Agreement for Wildfire Mitigation and Rehabilitation Services with for the Big Thompson River Watershed Coalition



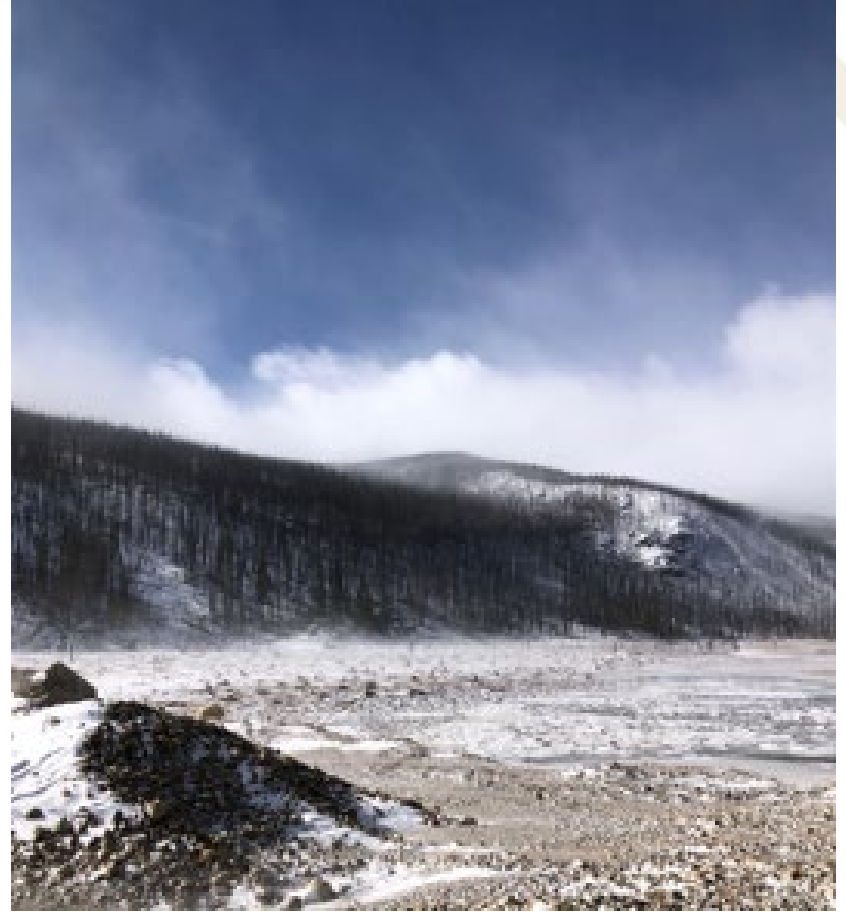
Background

- Greeley hired various contractors for post-fire recovery work
- Big Thompson Watershed Coalition (BTWC) received funding for fire mitigation work from the City of Loveland
- BTWC agreed to help pay for work



Terms of Agreement

- BTWC will reimburse Greeley for agreed upon mitigation work (primarily mulching)
- 1 year with option to renew annually



Questions?



REIMBURSEMENT AGREEMENT FOR
WILDFIRE MITIGATION AND REHABILITATION SERVICES

This REIMBURSEMENT AGREEMENT FOR WILDFIRE MITIGATION AND REHABILITATION SERVICES (“Agreement”) is entered into this ____ day of October 2021, by and between THE CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“Greeley”) and BIG THOMPSON WATERSHED COALITION, a Colorado non-profit corporation (“BTWC”).

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, BTWC has been awarded local funds from the City of Loveland Department of Water & Power (“Loveland”) that may be used for mitigation and rehabilitation measures in response to the Cameron Peak Fire (“BTWC Grant”); and

WHEREAS, in accordance with the terms and conditions of the BTWC Grant, such measures may include, without limitation, mitigation of hillslope erosion and sediment delivery in the watershed via landscape-scale mulching, topical hillslope treatments, in-channel restoration techniques (including but not limited to catchment basin installation), post-fire monitoring of water supply infrastructure and water quality impacts, and the education and engagement of affected landowners and stakeholders concerning post-fire land stewardship; and

WHEREAS, Greeley and BTWC have a strong common interest in the protection of the upper Big Thompson River watershed, and desire to coordinate on recovery measures and mitigation efforts being employed in response to the Cameron Peak Fire; and

WHEREAS, coordination by Greeley and BTWC, including on the engagement of one or more contractors to undertake recovery measures and mitigation efforts in the upper Big Thompson 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; and

WHEREAS, Greeley and BTWC have reached an understanding regarding their coordination on recovery measures and mitigation efforts in response to the Cameron Peak Fire, and desire to reduce their understanding to writing;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by both parties, Greeley and BTWC agree as follows.

Agreement

1. Term of Reimbursement Agreement. The term of this Agreement commences on the date it is mutually executed and expires after a period of one (1) year (“Initial Term”). Upon expiration of the Initial Term, this Agreement will automatically renew for successive terms of one (1) year each, unless and until terminated by either Greeley or BTWC in accordance with paragraphs 5 and 6 below. Additionally, BTWC may terminate this Agreement with immediate effect at any point that reimbursement funds to which BTWC may be entitled under the BTWC Grants are fully expended or otherwise no longer available.

2. Sources of Funding; General Compliance with BTWC Grants. As of the execution of this Agreement, BTWC will orchestrate the utilization of \$500,000.00 (Five-Hundred Thousand dollars and no cents) of municipal funding provided to BTWC by Loveland. Of this amount, and subject to the terms of this Agreement, BTWC will make \$400,000.00 (Four-Hundred Thousand dollars and no cents) available for reimbursement to Greeley for aerial mulching application in the Big Thompson watershed. Greeley and BTWC agree that any coordinated and collaborative activities undertaken pursuant to this Agreement, and any potential reimbursement to Greeley for such activities, are expressly subject to compliance with the terms and conditions of the BTWC Grant. Greeley acknowledges that BTWC is engaged in multiple watershed protection projects in response to the Cameron Peak Fire, and that accordingly, nothing in this Agreement obligates BTWC to commit the full entitlement of its grant awards related to the Cameron Peak Fire to mitigation efforts undertaken by Greeley pursuant to this Agreement. Nothing in this Agreement should be construed to prevent either BTWC 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. Greeley will select one or more contractors to perform services necessary to mitigate existing and future damage to the upper Big Thompson River watershed caused by the Cameron Peak Fire (“Mitigation Tasks”), and remit payment for such services directly to the selected contractor(s). BTWC will then reimburse Greeley for such funds paid to the selected contractor(s) for Mitigation Tasks, subject to the terms and conditions in this Agreement and the BTWC Grants.

3.1 Greeley shall coordinate with BTWC, and also Loveland as necessary or appropriate, in the selection of the contractor(s) to perform the Mitigation Tasks to ensure that such selection is consistent with the terms and conditions of the BTWC Grant.

3.2 Greeley shall provide BTWC, and also Loveland 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 are compliant with the terms and conditions of the BTWC Grant.

3.3 Greeley shall provide BTWC, and also Loveland 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 BTWC Grant.

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

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

3.6 Greeley shall undertake reasonable efforts to complete any other task required of it by Loveland to ensure compliance with the BTWC Grant, provided that Greeley shall not be required to incur any material expense in the course of such efforts.

3.7 Notwithstanding any other provision of this Agreement, BTWC's sole responsibility regarding the Mitigation Tasks and associated activities is to reimburse Greeley for those Mitigation Tasks and associated activities that are eligible for reimbursement under the terms of the BTWC Grant and this Agreement. BTWC 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 Greeley and its contractors.

4. Restriction on Assignment. Neither Greeley nor BTWC 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 BTWC 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 (3) days after transmittal. Greeley and BTWC shall promptly notify the other party if the appropriate contact information for notice changes.

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

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

If to BTWC: Big Thompson Watershed Coalition
Attn: Courtney Gutman, Director
1530 N. Boise Avenue, 204c
Loveland, Colorado 80538
PO Box 1923, Loveland, CO, 80539
Telephone: (970) 699-2906
Email: Courtney.gutman@bigthompson.co

6. Default and Termination; Waiver. In the event either Greeley or BTWC fails to comply with the terms and conditions of this Agreement, such failure constitutes a default of this Agreement 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 thirty (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 thirty-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 the termination of this Agreement for default, including the recovery of reasonable costs and attorneys' fees.

6.2 The failure of either Greeley or BTWC to declare a default does not establish a precedent nor constitute an implied waiver of 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 should be construed to limit or alter the benefits and responsibilities to which Greeley is entitled pursuant to the CGIA. Greeley and BTWC respectively shall defend any and all claims for injuries or damages, in accordance with the requirements and limitations of the CGIA, which occur as a result of the negligent or intentional acts or omissions of their own officers and employees. Greeley and BTWC respectively shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of their own officers and employees performing functions or activities

under this Agreement. Any expenditure of funds by the BTWC is expressly subject to the appropriation and receipt of funds from the City of Loveland Department of Water and Power.

8. Appropriation of Funds Contingency. Any expenditure of 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. BTWC and Greeley acknowledge that the Mitigation Tasks facilitated by Greeley 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 is facilitating the Mitigation Tasks for the benefit of all water users and other parties with an interest in the Big Thompson 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 BTWC 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 BTWC. 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 BTWC 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 understandings and agreement between Greeley and BTWC with respect to the subject matter herein. No representations, negotiations, or warranties, express or implied, exist between Greeley and BTWC except as explicitly set forth in this Agreement. This Agreement may only be amended in a writing duly authorized and executed by Greeley and BTWC.

13. Severability. In the event that one or more clauses in this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless be valid and binding upon Greeley and BTWC, unless the absence of such clause or clauses would destroy the intent and purpose of this Agreement.

14. Review by Legal Counsel. Greeley and BTWC 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 BTWC 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 BTWC may be deemed original and together constitute a single contract.

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

BIG THOMPSON WATERSHED COALITION
a Colorado non-profit corporation

By: _____

Big Thompson Watershed Coalition
Board President, Rich Alper

Date: _____

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

As to Availability of Funds:

By: _____

Director of Finance

WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 5

TITLE: WELCOME NEW EMPLOYEES AND
 PROMOTIONS

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

- Scott Strevey – Bellvue Maintenance Mechanic
- Reese Clark – Plant Operator D, Boyd Lake (previous seasonal employee)
- Nick Drury – Plant Operator D, Boyd Lake (previous Bellvue employee)
- Ryan Sleight, **Promoted** to WTRF Maintenance Foreman
- Mike Duffy – WTRF Maintenance Mechanic
- Douglas Talmadge, Distribution Maintenance Tech
- Travis May, Distribution Maintenance Tech
- Aaron Walker, Lift Station Tech WWC
- Joshua Clinton, Maintenance Tech WWC

WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 6

TITLE: WATER COURT UPDATE

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

3rd Quarter Water Court Cases Update

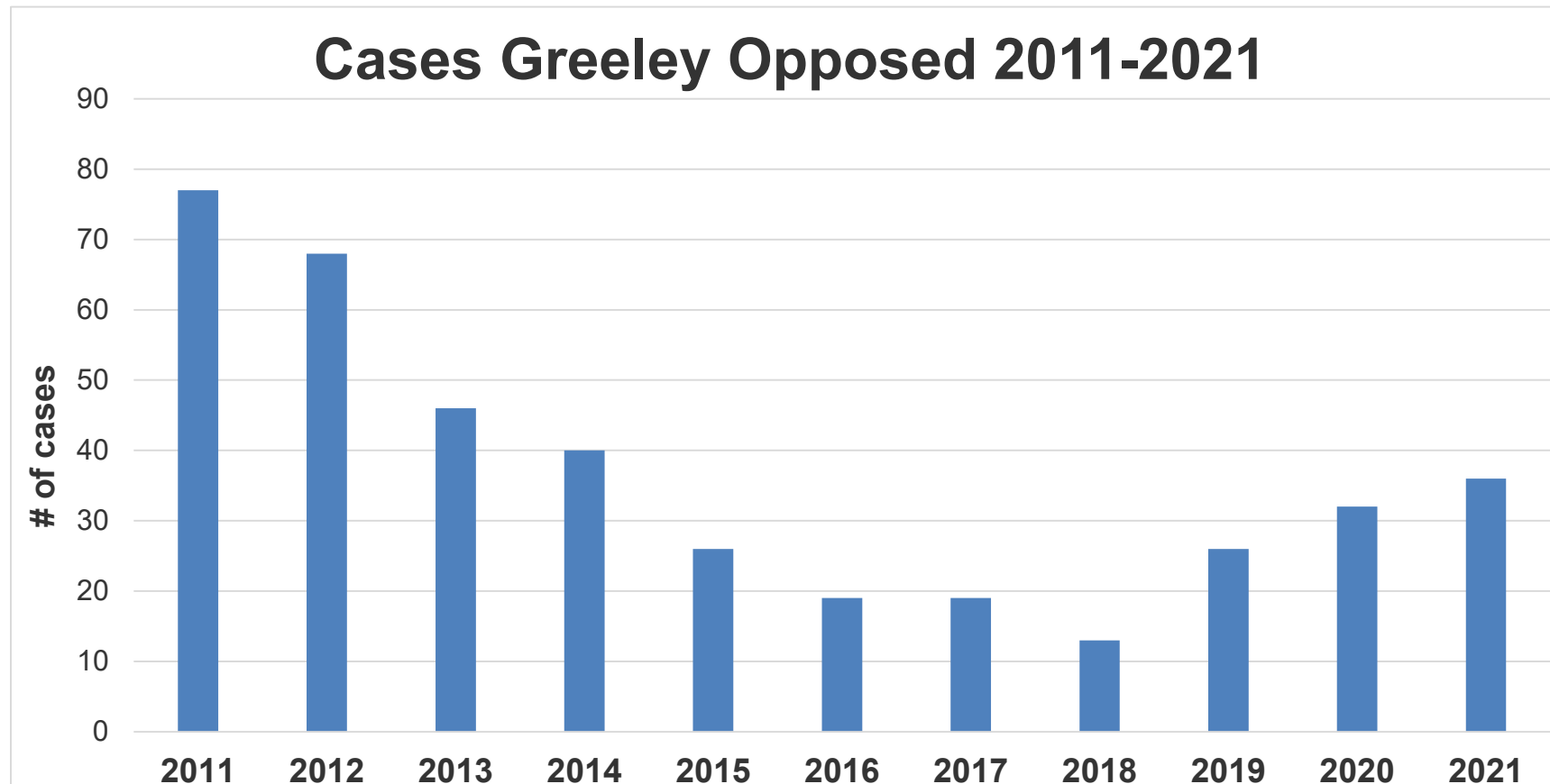


Leah Hubbard, Water Resources Administrator III
October 20th, 2021



Statements of Opposition

- Since July, 4 SOO were file and there were 5 stipulations
- Number of cases Greeley is *currently* an opposer: **29**
- Total number of cases opposed in 2021 is **36**



Greeley as Applicant

Overland Ponds Diligence (19CW3239)

- Filed application December 31st
- Conditional storage rights and exchange rights
- Seeking absolute claims for:
 - 18.6 cfs diversion rate
 - 283.58 acre-feet storage
- 7 statements of opposition were filed
- **Final decree was filed on August 7, 2021**



Greeley as Applicant

GLIC Exchange Diligence for Case No. 87CW329 (20CW3004)

- Filed application January 28th
- Finding of reasonable diligence toward the conditional appropriative right of exchange originally decreed in Case No. 87CW3294
- Exchange of effluent from Greeley's WWTP and Lone Tree WWTP to the GLIC system
- No absolute claims
- 2 statements of opposition were filed
- **Final decree was filed on August 16, 2021**



Greeley as Applicant

GLIC Diligence for Case No. 99CW235 (20CW3149)

- Filed application on October 26th, 2020
- Finding of reasonable diligence toward the conditional appropriative right of exchange originally decreed in Case No. 99CW235
- No absolute claims
- 1 statements of opposition
- Opposing attorney has recommended a stipulation to their client, final decree should be filed soon.

Greeley as Applicant

WSSC Exchange Diligence for Case No. 07CW190 (20CW3174)

- Filed application on November 25th, 2020
- Finding of reasonable diligence toward the conditional appropriative rights of exchange originally decreed in Case No. 07CW190
- 2 Opposers filed SOO
- Final decree was filed August 16, 2021

Greeley as Applicant

GLIC Exchange Diligence for Case No. 95CW42 (21CW3003)

- Filed application on January 27th, 2021
- Finding of reasonable diligence toward the conditional appropriative right of exchange originally decreed in Case No. 95CW42
- No absolute claims
- 3 statements of opposition
- **The next Status Conference is scheduled for November 9, 2021**



Greeley as Applicant

Poudre Instream Flows Augmentation Plan (21CW3056)

- Co-Applicants with CWCB, Fort Collins, and Thornton
- Filed application on May 3rd
- Application for a plan of augmentation for instream flows in the Poudre River
- Preserve and improve the natural environment from Canyon Mouth to confluence with the South Platte
- 20 SOO of opposition have been filed
- **A Status Conference has been scheduled for November 10, 2021**



Legal & Engineering Expenses

2021 Costs to date

Legal	\$ 177,380
Engineering	\$ 96,206
Total	\$ 273,586

This is 43% of the \$645,069 spent in 2020





Questions?





Water & Sewer Department

MEMORANDUM

TO: Greeley Water & Sewer Board
FROM: Leah Hubbard, Water Resources Administrator III
DATE: October 20, 2021
RE: 3rd Quarter Water Court Cases Update

This memorandum is a review of the Water and Sewer Department's legal activities from April of 2021 through June of 2021. The review includes an update on Greeley's current Water Court cases and a summary of the Water Resources Division's legal expenses.

STATEMENTS OF OPPOSITION

Since the last update in July, Greeley has filed four statements of opposition and stipulated in five cases. Therefore, the current number of pending Water Court cases in which Greeley is an opposer is 29.

Statements of Opposition filed:

Case	Applicant
21CW3023	Town of Berthoud
21CW3046	Parker Water vs. State
21CW3093	Town of Windsor
21CW3108	Little Thompson Water District

Stipulations filed:

Case	Applicant
16CW3195/16CW3196	ACWWA/ECCV
18CW3106	Central
19CW3074/19CW3075	ACWWA
20CW3000	Holcim Inc.
20CW3146/20CW3147	ACWWA

SERVING OUR COMMUNITY • IT'S A TRADITION

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

GREELEY AS APPLICANT

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

19CW3239 (Overland Ponds Diligence, Case No. 00CW251)

On December 20th, 2019, Greeley and the Tri-Districts jointly filed this application for a finding of reasonable diligence to make a conditional water right partially absolute. This application concerns the conditional water storage right and conditional appropriative rights of exchanges decreed in Case No. 00CW251. In this application, Greeley and the Tri-Districts claimed a 6.22 cfs diversion rate and 257.3 acre-feet of storage absolute. Seven statements of opposition were filed. All parties have settled. The final decree was filed on August 7, 2021

20CW3004 (GLIC Exchange Diligence, Case No. 87CW329)

On January 28th, 2020, Greeley filed its application for a finding of reasonable diligence for the conditional appropriative right of exchange originally decreed in Case No. 87CW329. Under this exchange, Greeley may divert excess municipal return flows from GLIC, Seven Lakes, and Lake Loveland water rights changed in Case No. 87CW329 released from Greeley's WTRF and the Lone Tree wastewater treatment plant by exchange to the headgates of the ditch companies. Statements of opposition were filed by the Cache la Poudre Water Users Association and the Ogilvy Irrigating and Land Company. The final decree was filed on August 16, 2021.

20CW3149 (GLIC Diligence, Case No. 99CW235)

On October 26th, 2020 Greeley filed this application for a finding of reasonable diligence for a conditional exchange originally decreed in Case No. 99CW235. The exchange provides for the use of return flows from certain water rights in Case 99CW235 as a substitute supply for diversions at the headgates of the Greeley-Loveland Irrigation Company. No absolute claim was made in this application, and the right will remain conditional. One statement of opposition has been filed in this case by the Thompson Water Users Association. Opposing counsel has recommended stipulation, final decree should be entered soon.

20CW3174 (WSSC Exchange Diligence, Case No. 07CW190)

On November 25th, 2020, Greeley filed this application for a finding of reasonable diligence for several conditional appropriative rights of substitution and exchange previously decreed for Greeley in Case No. 07CW190. Statements of opposition were filed by the City of Fort Collins and the McMurry Trust. Both parties stipulated quickly, and an Unopposed Motion for Entry of Final Decree was submitted on July 1st, 2021. The final decree was filed August 16, 2021.

21CW3003 (GLIC Exchange Diligence, Case No. 95CW42)

On January 27th, 2021, Greeley filed its application for a finding of reasonable diligence for the conditional appropriative right of exchange originally decreed in Case No. 95CW42. Under this exchange, Greeley may divert excess municipal return flows from GLIC, Seven Lakes, and Lake Loveland water rights changed in Case No. 95CW42 released from Greeley's WTRF and the Lone Tree wastewater treatment plant by exchange to the headgates of the ditch companies. Three parties filed statements of opposition; Cache La Poudre Water Users Association, Ogilvy Irrigation and Land Company, and Thompson Water Users Association. The next Status Conference is November 9, 2021.

21CW3056 (CWCB et al., Poudre River Instream Flows Augmentation)

On May 3rd, 2021, the Colorado Water Conservation Board (CWCB), City of Fort Collins, City of Thornton, and the City of Greeley filed its application for a plan of augmentation for instream flows in the Poudre River. The purpose of the plan is to preserve and improve the natural environment downstream of the Cache la Poudre Canyon Mouth near Fort Collins to the confluence of the South Platte River. The Memorandum of Agreement for this project was approved in January, 2020, by the Water and Sewer Board, and was signed by City Manager Otto on February 8th, 2020. Twenty statements of opposition have been filed. A Status Conference is planned for November 10, 2021.

LEGAL & ENGINEERING EXPENSES:

The Water Resource Division's outside legal and engineering expenses from January through July of 2021 totaled \$273,587, which is 43% of the total \$645,069 spent in 2020.

2021 Water Resources Legal and Engineering Costs

<u>1st quarter</u>	
Legal	\$34,979
Engineering	\$26,524
<i>Total</i>	<i>\$61,503</i>
<u>2nd quarter</u>	
Legal	\$91,445
Engineering	\$69,682
<i>Total</i>	<i>\$161,127</i>
<u>3rd quarter</u>	
Legal	\$50,956
Engineering	\$0
<i>Total</i>	<i>\$50,956</i>
<u>4th quarter</u>	
Legal	\$0
Engineering	\$0
<i>Total</i>	<i>\$0</i>
<i>Annual Total</i>	<i>\$273,586</i>

WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 7

TITLE: TEMPORARY INFRASTRUCTURE USE AND
COST SHARING INTERGOVERNMENTAL
AGREEMENT WITH NORTH WELD COUNTY
WATER DISTRICT

RECOMMENDATION
& PROPOSED MOTION: APPROVE THE TEMPORARY
INFRASTRUCTURE USE AND COST SHARING
INTERGOVERNMENTAL AGREEMENT WITH
NORTH WELD COUNTY WATER DISTRICT,
AND DELEGATE AUTHORITY TO STAFF TO
ENTER INTO MINOR, NON-SUBSTANTIVE
AMENDMENTS THERETO

ADDITIONAL INFORMATION:

The City of Greeley entered into an Intergovernmental Agreement (IGA) with North Weld County Water District (NWCWD) on February 5th, 2013 to allow for the City of Greeley to take over water service to Greeley's Long Range Expected Growth Boundary that is currently served by NWCWD. The IGA requires that the City purchase pipeline infrastructure from NWCWD for locations that are to be served by Greeley.

NWCWD has historically served customers within the Budweiser Annexation and in a separate, forthcoming agreement in 2022, the City of Greeley will purchase infrastructure from NWCWD and will provide service in this area. In addition, Weld County and City of Greeley Public Works Department are installing roundabouts at 59th Ave. and O St., and 35th Ave. and O St.

Therefore, the Water and Sewer Department will use this opportunity to install infrastructure in anticipation of accepting said customers from NWCWD. Said installation will be more cost effective by collaborating with Weld County and NWCWD. This IGA will allow NWCWD to use Greeley's new potable water distribution infrastructure located within the new roundabouts and surrounding areas on a temporary basis to serve customers located within the Budweiser Annexation until Greeley assumes responsibility for serving the customers in the separate, forthcoming agreement in 2022. Allowing NWCWD temporary use will

limit their installations and reduce Greeley's future costs to purchase infrastructure.

Under the IGA submitted for Board's consideration now, Greeley and North Weld will also share the costs associated with the design, acquisition, construction, and installation of master meters, and other associated infrastructure, near the intersection of 35th Avenue and O Street and 59th Avenue and O Street.

IGA for Temporary Infrastructure Use and Cost Sharing with North Weld County Water District

Water and Sewer Board| October 20th, 2021



Background and Need for Temp Use IGA

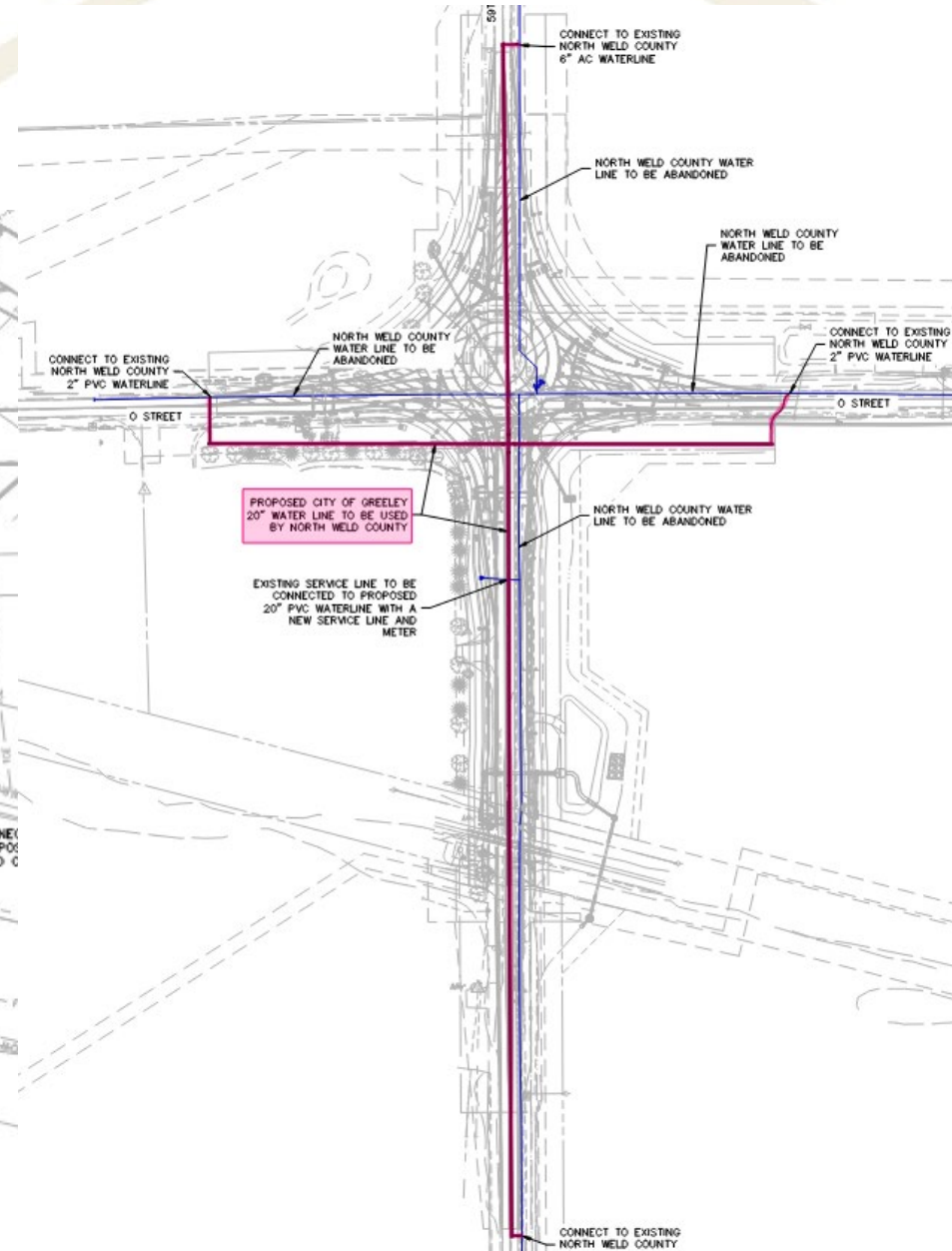
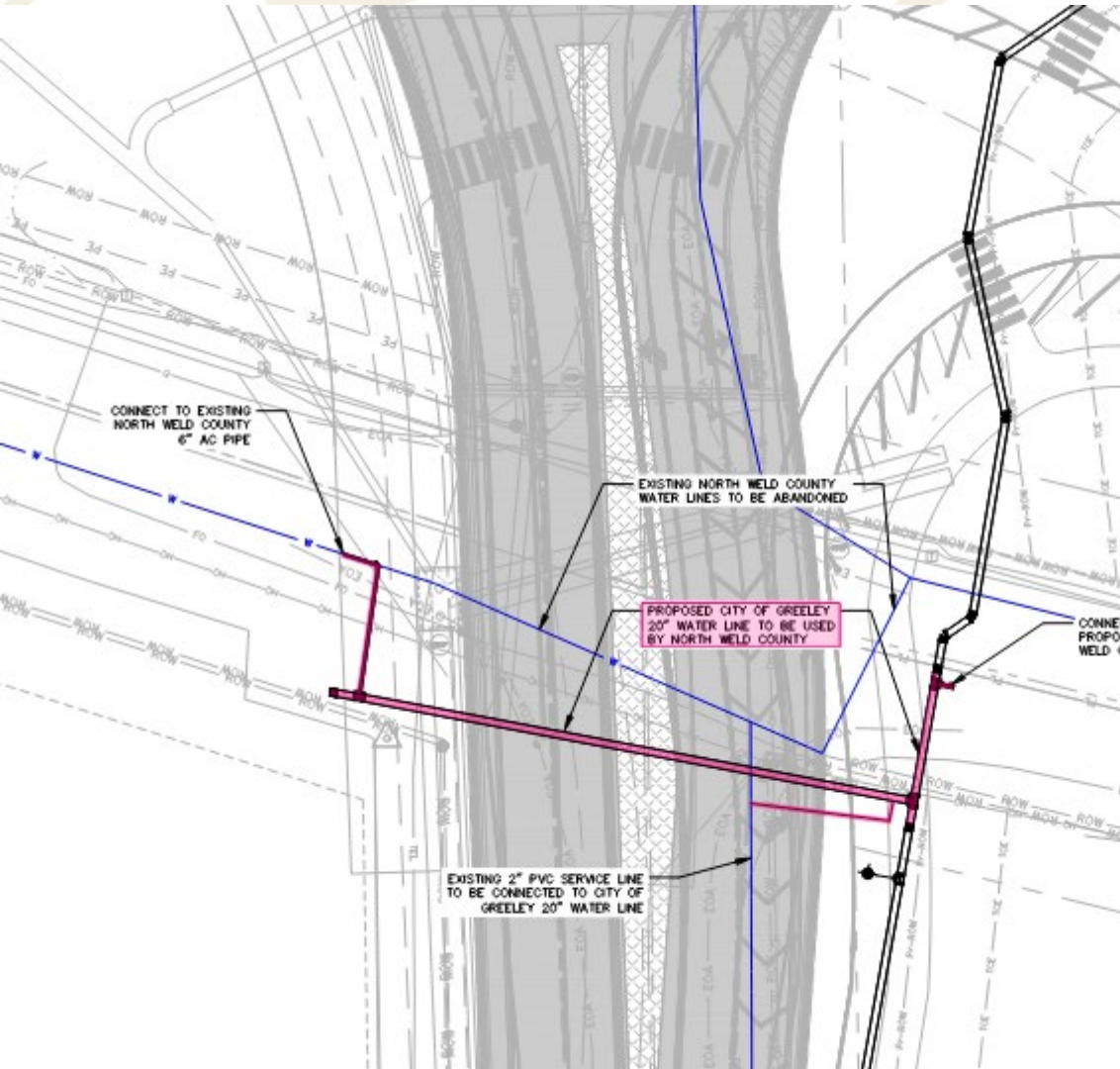
- New Roundabouts at 35th Ave. & 59th Ave. and O Street
 - W&S installing new water lines through the roundabout
 - Cost effective to install with other agencies doing construction
 - Limits future costs
 - Limits impacts to roads when Greeley system is extended



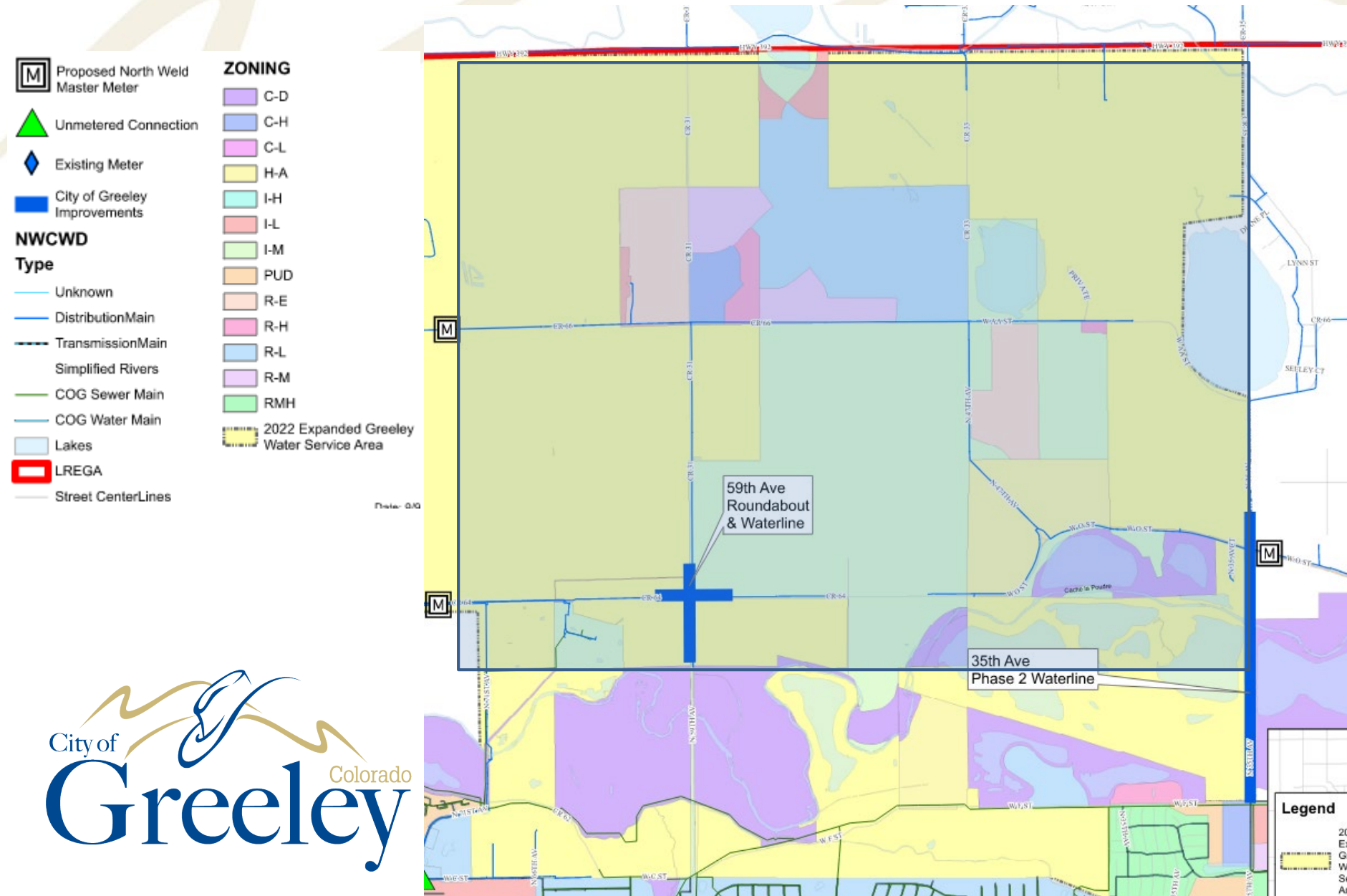
The logo for the City of Greeley, Colorado. It features a stylized mountain range in gold and blue. The word "City of" is in blue, "Greeley" is in large blue letters, and "Colorado" is in gold.

-

Temporary Shared Infrastructure



Proposed COG Water Service Area



Temporary Infastructure Use and Cost Sharing IGA Background

Key Components of IGA

- Allow NW to temporarily use potable water distribution infrastructure within the Budweiser Annexation until Greeley takes ownership
- Share costs associated with design, acquisitions, construction, and installation of master meters and associated infrastructure at 35th and 59th and O St.





Recommendation

- Staff Recommends Approval of IGA for the Temporary Infrastructure Use and Cost Sharing with North Weld County Water District and Recommend that City Council Approve the Same



Questions?



WATER SERVICE AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 GENERAL PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 3 WATER SUPPLY

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

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

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

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

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

ARTICLE 4 RAW WATER

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

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

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

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

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

ARTICLE 5 FACILITIES

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

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

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

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

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

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

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

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

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

ARTICLE 6 MASTER METERS

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

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

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

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

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

ARTICLE 7 RATES AND CHARGES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 TAXES AND EXCLUSION

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

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

ARTICLE 10 GENERAL TERMS AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

NORTH WELD COUNTY WATER DISTRICT

By: Robert Ambrecht
Secretary

By: Charles Achziger
President

APPROVED AS TO LEGAL FORM:
Lind & Ottenhoff LLP

By: [Signature]
Kenneth F. Lind



[Signature]
City Clerk

CITY OF GREELEY, COLORADO

By: [Signature]
Mayor

APPROVED AS
TO SUBSTANCE:

By: [Signature]
City Manager

APPROVED:
Greeley Water & Sewer Board

By: [Signature]
Chairperson

APPROVED AS TO LEGAL FORM:

By: [Signature]
City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

By: [Signature]
Director of Finance

WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 8

TITLE: CONSIDERATION OF A RESOLUTION
 OPPOSING BALLOT QUESTIONS 2G AND 2H

RECOMMENDATION: NO STAFF RECOMMENDATION

ADDITIONAL INFORMATION:

The enclosed resolution concerns the Water and Sewer Board's position on Ballot Questions 2G and 2H, and is being considered by the Board on its own initiative. In accordance with the Fair Campaign Practices Act, there is no recommendation on this item from City staff.

**THE CITY OF GREELEY, COLORADO
WATER AND SEWER BOARD**

RESOLUTION ____, 2021

**A RESOLUTION IN OPPOSITION TO CITY OF GREELEY BALLOT QUESTIONS 2G and 2H
AND ADVOCATING THAT ELIGIBLE CITIZENS VOTE “NO/AGAINST”**

WHEREAS, the City of Greeley Water and Sewer Board is authorized by Section 1-45-117(1)(b)(III)(A) of the Colorado Revised Statutes to pass a resolution or take a position of advocacy on local ballot issues; and

WHEREAS, the citizens of the City of Greeley (“City”) will be presented on November 2, 2021 with two proposed amendments to the Greeley Home Rule Charter (“Ballot Question 2G and Ballot Question 2H”); and

WHEREAS, Ballot Question 2G, if passed, will add a new Section 17-9 to the Greeley Home Rule Charter requiring the City to conduct comprehensive engineering studies and hold elections prior to the lease, sale, or trade of Water and Sewer assets, putting routine City operations on the ballot that must pass by a majority of all registered electors in the City, regardless of voter turnout to such elections; and

WHEREAS, Ballot Question 2H, if passed, will add a new Section 17-10 to the Greeley Home Rule Charter requiring the City to conduct comprehensive engineering studies and hold elections prior to acquiring and providing groundwater or recycled wastewater to its citizens for potable or non-potable use, putting additional routine City operations on the ballot that must pass by a majority of all registered electors in the City, regardless of voter turnout to such elections; and

WHEREAS, the engineering studies that will be required by new Sections 17-9 and 17-10 if Ballot Question 2G and Ballot Question 2H pass will unnecessarily duplicate the extensive due diligence efforts already undertaken by City of Greeley staff, its consultants, and the Water and Sewer Board in advance of making the operational decisions described above; and

WHEREAS, the high standard for passage in elections that will be required by new Sections 17-9 and 17-10 if Ballot Question 2G and Ballot Question 2H pass will make voter approval of the operational decisions described above incredibly unlikely; and

WHEREAS, if Ballot Questions 2G and 2H pass, the associated amendments to the Greeley Home Rule Charter will require expensive and time-consuming changes to existing operational practices of the City of Greeley and its Water and Sewer Department, which changes will almost certainly result in substantially increased water and sewer rates to the citizens of the City of Greeley; and

WHEREAS, if Ballot Questions 2G and 2H pass, the associated amendments to the Greeley Home Rule Charter will place the City at a severe competitive disadvantage in the marketplace for water rights, by lengthening the authorization process for such acquisitions and restricting the City’s long-term water leasing program with its agricultural partners; and

WHEREAS, if Ballot Questions 2G and 2H pass, the associated amendments to the Greeley Home Rule Charter will limit the City's ability to efficiently manage its current water rights portfolio, and likely require the City to budget for and acquire additional water rights to replace the groundwater and recycled wastewater supplies that are currently used throughout the City for irrigation and a variety of other non-potable uses; and

WHEREAS, if Ballot Questions 2G and 2H pass, the associated amendments to the Greeley Home Rule Charter may prevent the City from using groundwater supplies and the underground aquifer water storage acquired via the Terry Ranch Project, a project in which the City has invested a significant amount of time and resources to ensure that the citizens of Greeley have access to safe, reliable, and affordable water into the future; and

WHEREAS, the Water and Sewer Board firmly believes that it is in the best interests of the citizens of the City of Greeley for eligible citizens to vote "No/Against" Ballot Questions 2G and 2H on the upcoming November 2, 2021 ballot;

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

Section 1. The Water and Sewer Board hereby opposes and urges all eligible citizens to vote "No/Against" Ballot Questions 2G and 2H on the upcoming November 2, 2021 ballot.

Section 2. This Resolution shall be effective and published immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF OCTOBER 2021.

ATTEST:

**CITY OF GREELEY
WATER AND SEWER BOARD**

Secretary to the Board

Chairman, Water and Sewer Board

WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE _____ NO ENCLOSURE X

ITEM NUMBER: 9

TITLE: METER REPLACEMENT PROJECT UPDATE

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

With aging water meters, mechanical wear, and batteries exceeding their usable life after 15 to 20 years of service, the Water and Sewer Department budgeted to upgrade water meters to industry standards in 2019 to advanced ultrasonic water metering technology. These new meters are able to report more data to the billing system and the customer, which will enable residents to better understand and manage their water use. With over 30,000 active water meters across the City of Greeley, this modern technology offers the benefit of having no moving mechanical parts and enabling two-way communication between the Water and Sewer Department and customers.

The City entered into a contract this year with a meter installation company, and plans to install 6,250 meters this year and 6,250 meters next year. To date, 70% of the AMI meters have been installed for this year. Although a vast majority of meter installations have been successful, some customers have experienced installation and billing challenges. Throughout this project, the Water and Sewer Department remains focused on customer service and ensuring meter installation occurs smoothly.

Water and Sewer Department staff will discuss project status and provide a summary of customer concerns and resulting corrective actions taken to date.

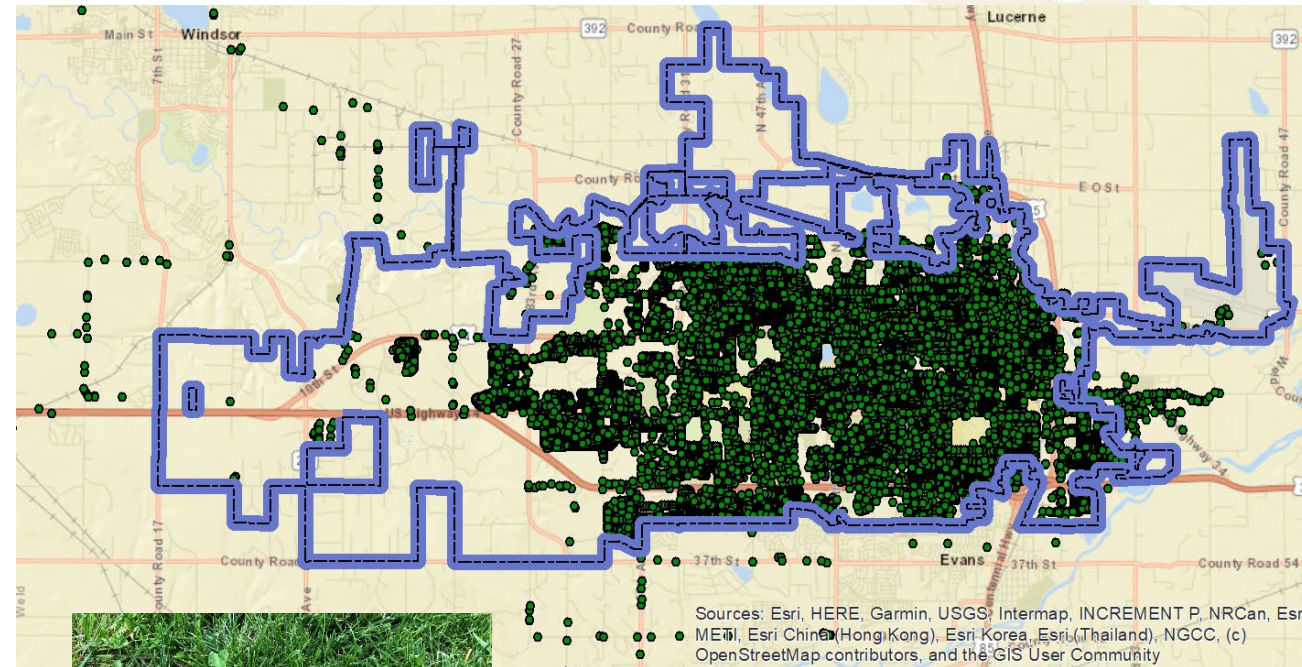
October 2021 Update: Water Meter Replacement Project

Ken Wallace, Civil Engineer I / Project Manager
Dena Egenhoff, Water Resources | Water Conservation
October 20, 2021



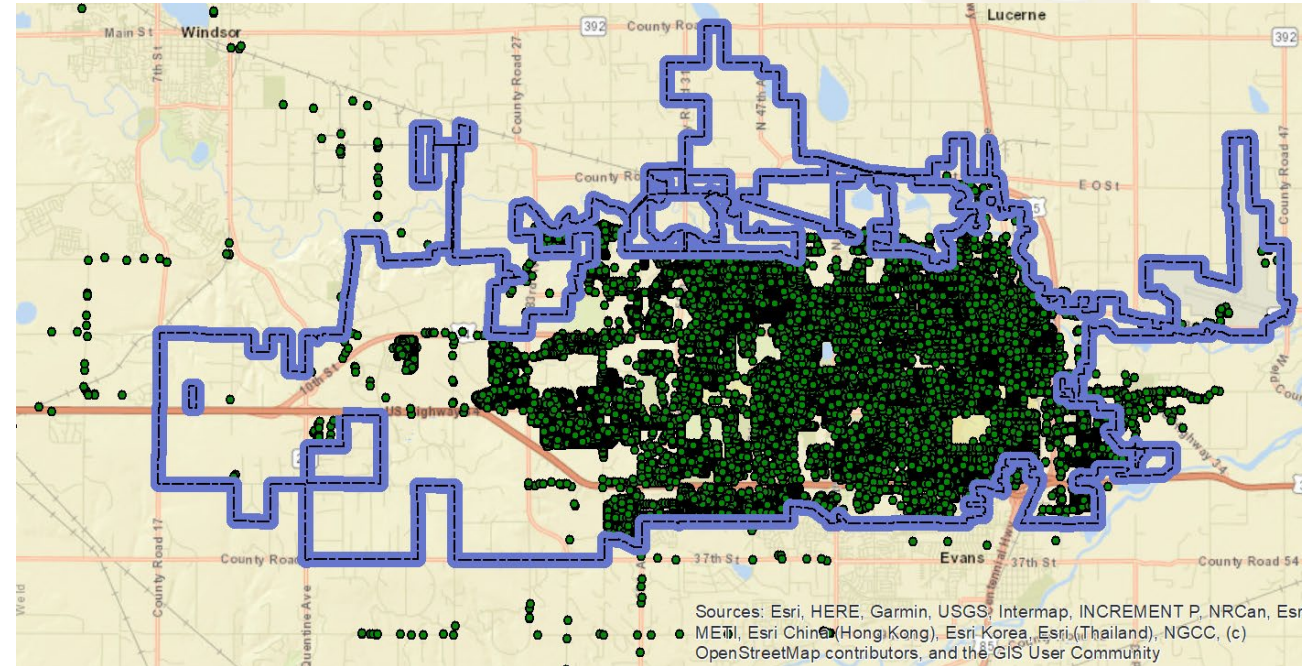
Project Background

- Over 30,000 active meters in the city water system
- Some batteries nearing the end of their useful life and already failing
- Last mass meter reader replacement was in 2006/2007 (historically meter body where typically not replaced)



Project Background

- City received a \$1.5 million WaterSmart grant for replacing 14,500 meters (half of system)
- Contracted with Utility Meter Solutions (UMS) for 2021
- Remainder of system planned for replacement from 2023-2024

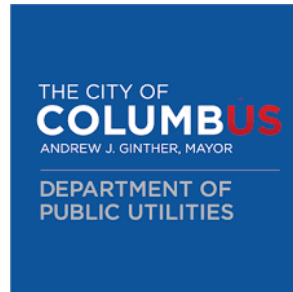


UMS Qualifications

- Deployed over 3,500,000 meters Nationwide
- Installed over 375,000 Badger meters

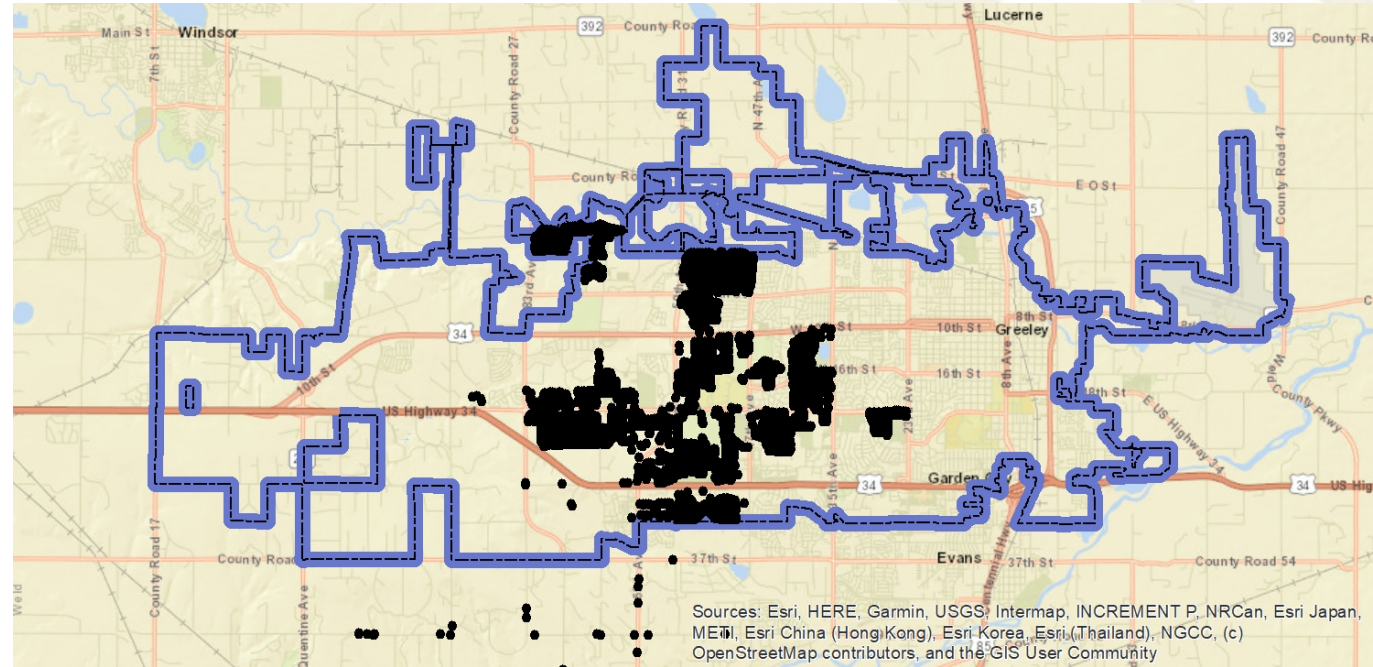


MIAMI BEACH



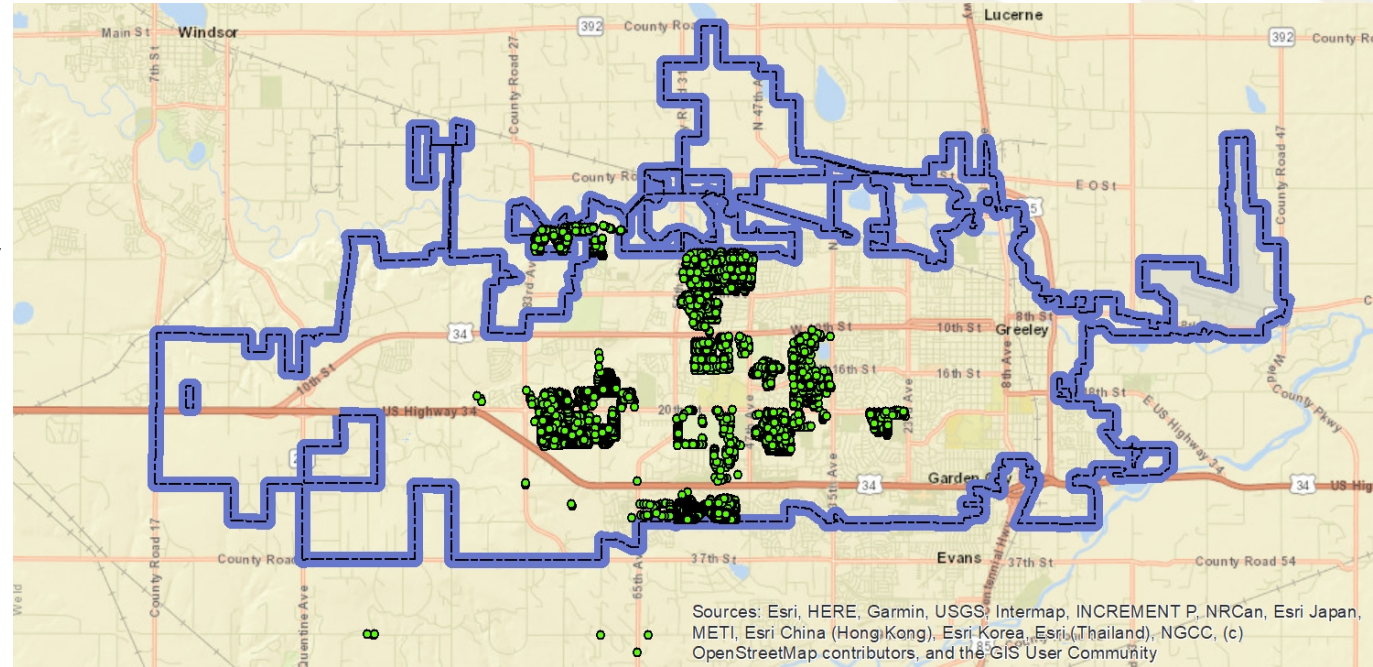
Phase 1 - 2021

- 6,250 water meters selected with high probability of exceeding useful life (battery life and gallons through meter)
- Water meters selected based on meter route



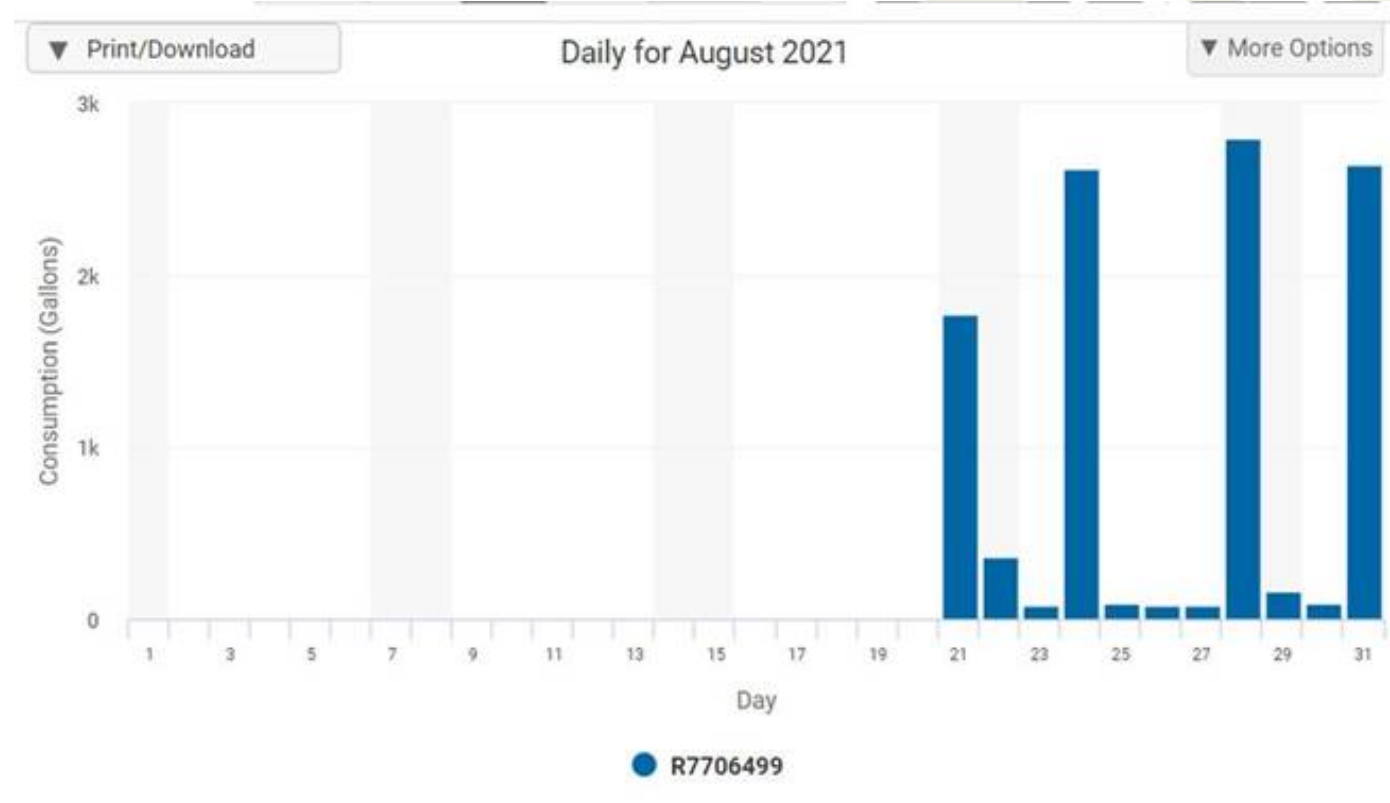
Phase 1 - 2021

- UMS has replaced 4,314
- Total Advanced Water Meters in City of 6,833



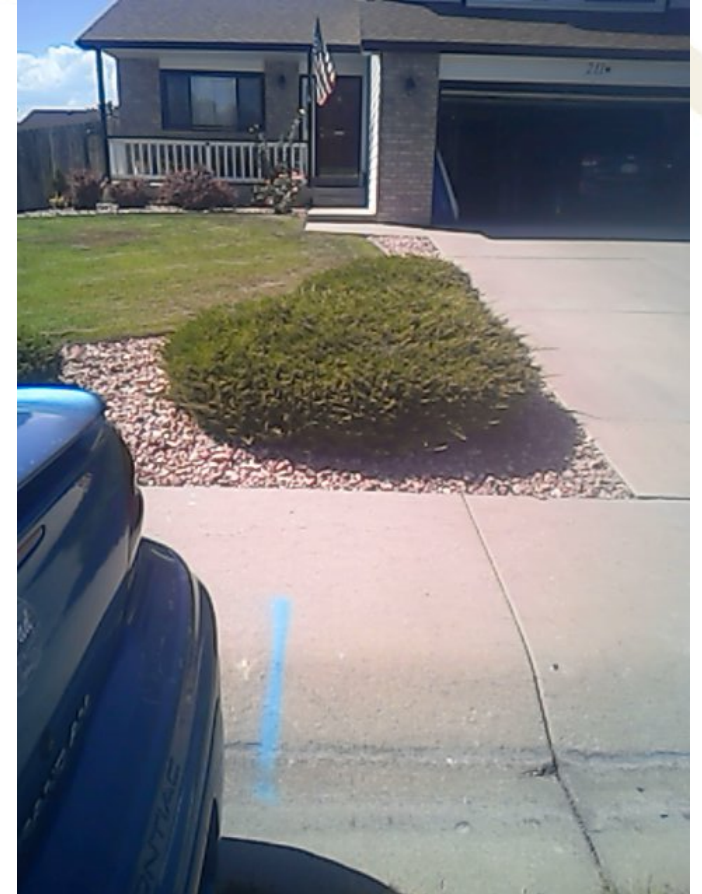
Customer Concerns

- High water consumption concerns
- Meter replacement / contractor complaints
- Leak detection (indoor or outdoor)
- Amount of water used for irrigation



Project Challenges in the Field

- Buried meters being difficult to locate



Project Challenges in the Field

- Meter buried deep and too difficult to access without excavating.



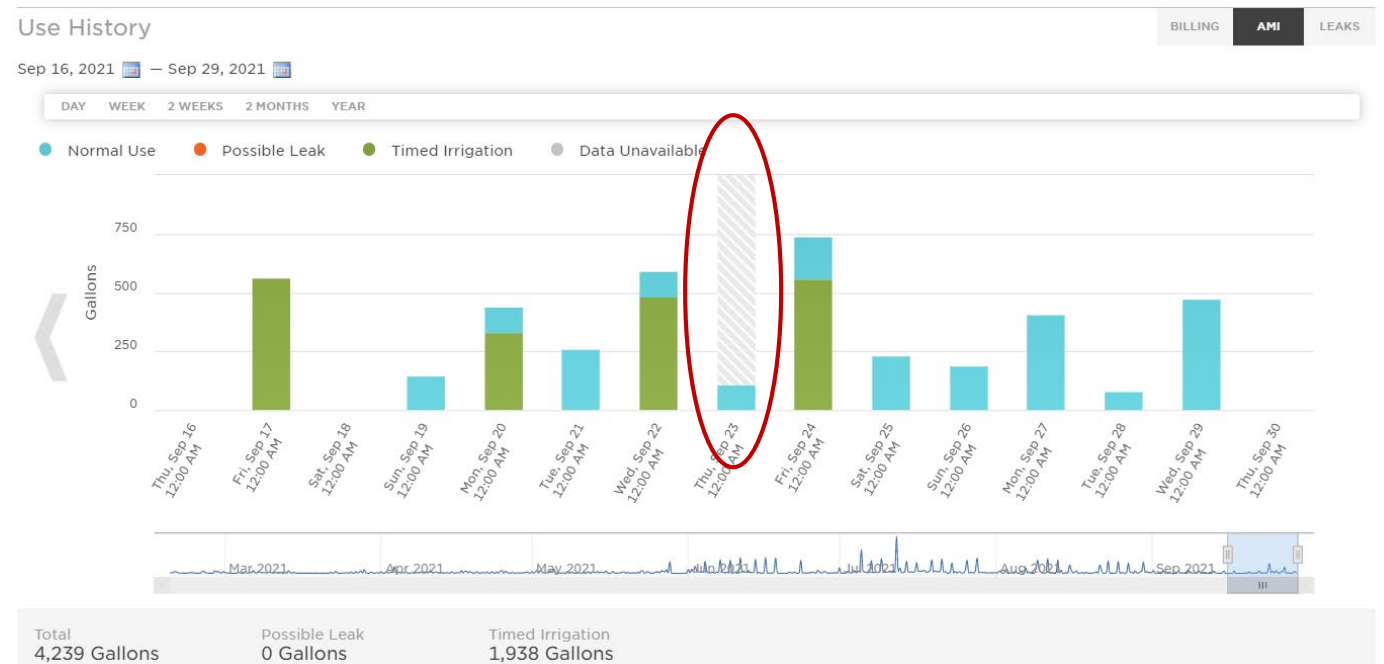
Project Challenges in the Field

- Historical practice of short-body meters installed
- Supply chain issues (microchip shortage)
- Small number of meters issues



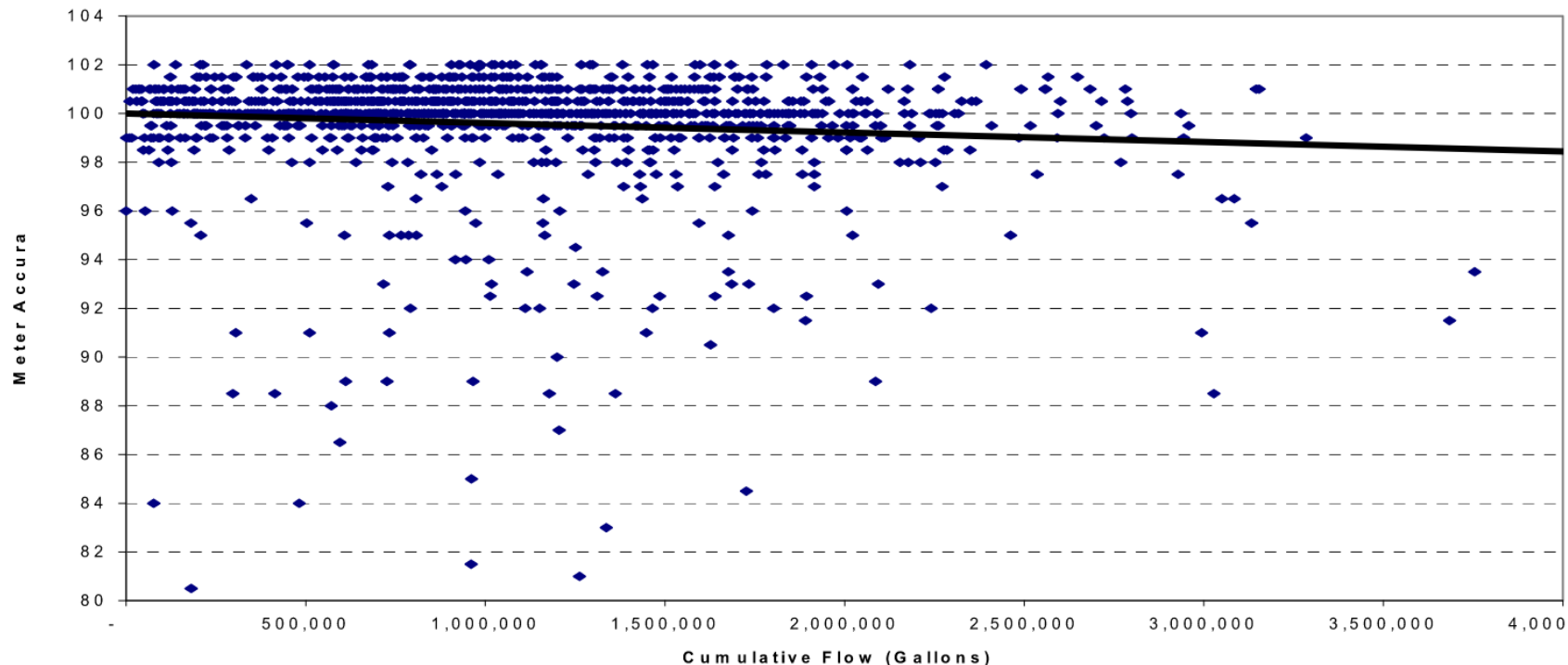
Project Challenges on the Customer Portal

- Customer Portal technical challenges
 - File errors
 - Meter call-in frequencies
 - Backfilling data
 - High use notifications



Project Challenges with the Flow Data

- Older meters could be inaccurate (non-revenue water) and current meter reflects actual usage



Key Takeaway and Moving Forward

- City and UMS are refining procedures and pace of rollout
- More buried meters than anticipated will slow installation
- Continued constant communications with different divisions
- Further coordinate with WaterSmart and Badger to resolve IT data gaps
- Customer service remains key focus





Questions?



WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 10

TITLE: LEGAL REPORT

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

Legal Report
Greeley Water and Sewer Board Meeting
October 20, 2021

- I. **Statement of Opposition:** Based on a review of the August, 2021 Water Court Resume, staff and water counsel recommend that the Board file a statement of opposition in the following case:
 - a. Case Number: **21CW3125:** Application of Parker Water and Sanitation District for a finding of diligence for conditional water rights decreed in Case No. 03CW428 for the Parker Illiff Intake and Parker Powell Intake water rights (40 cfs combined). These structures and water rights are related to Parker's application in Case No. 19CW3253. We recommend filing a statement of opposition in order to better understand Parker's larger project.
- II. **Proposed Motion Language:** "I move that the Board authorize the filing of a statement of opposition in Case No. 21CW3125 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 OCTOBER 20, 2021

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 11

TITLE: EXECUTIVE SESSION

RECOMMENDATION: EXECUTIVE SESSION

ADDITIONAL INFORMATION:

WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 12

TITLE: DIRECTOR'S REPORT

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

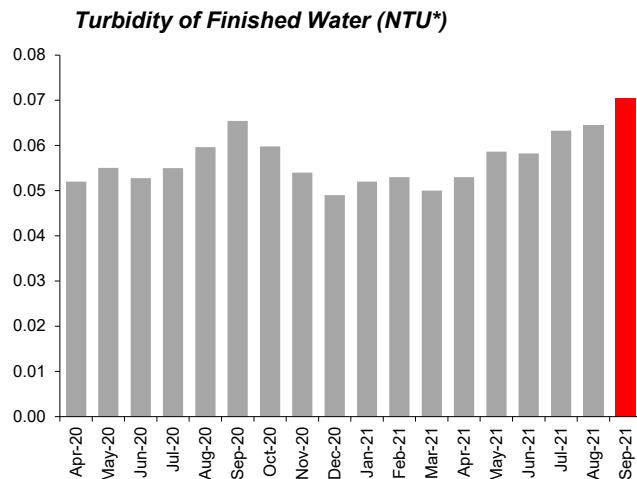
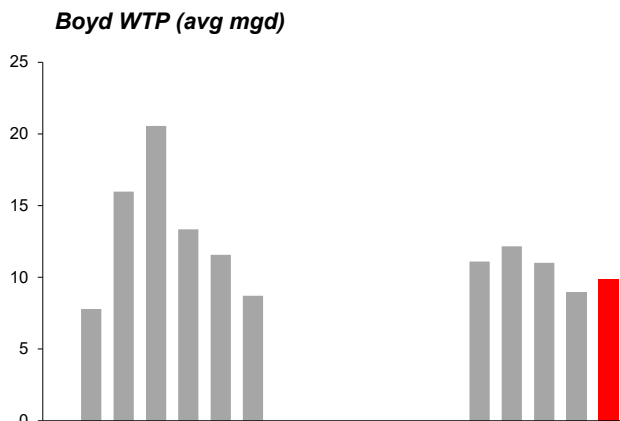
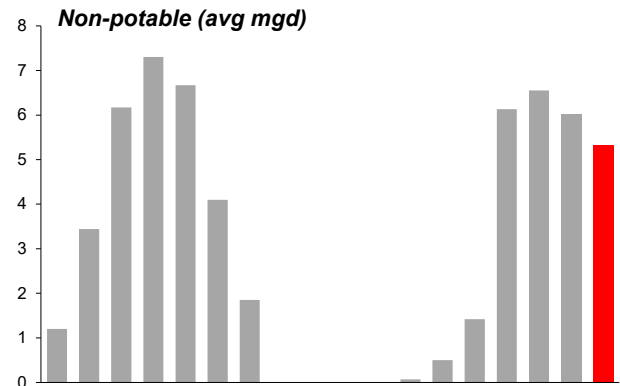
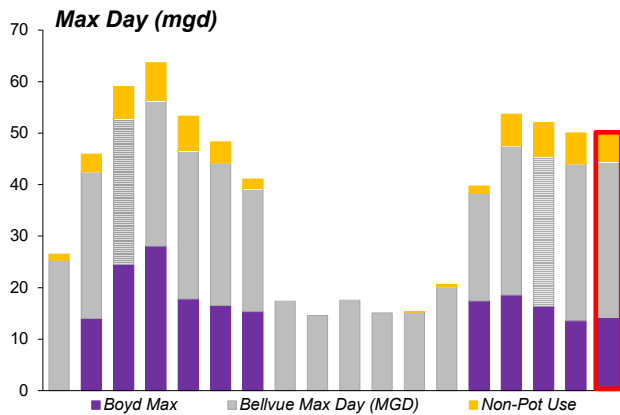
- 2022 Bonds Update
- Non-Potable Update
- Larimer County & Fort Collins 1041 Regulations and North Weld County Water District tap moratorium

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.

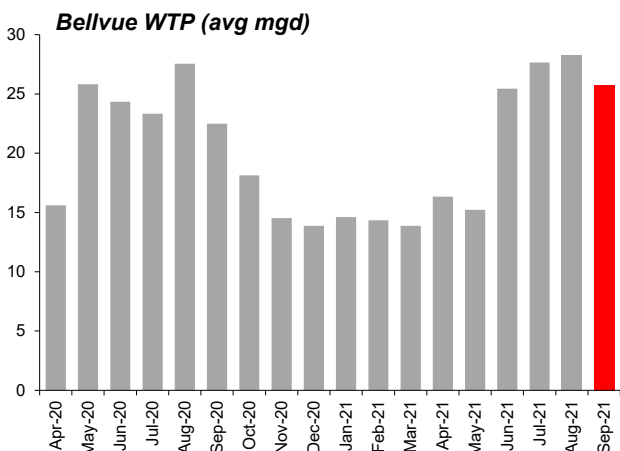
Combined, Bellvue and Boyd can treat a maximum of 70-73 million gallons per day.



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).

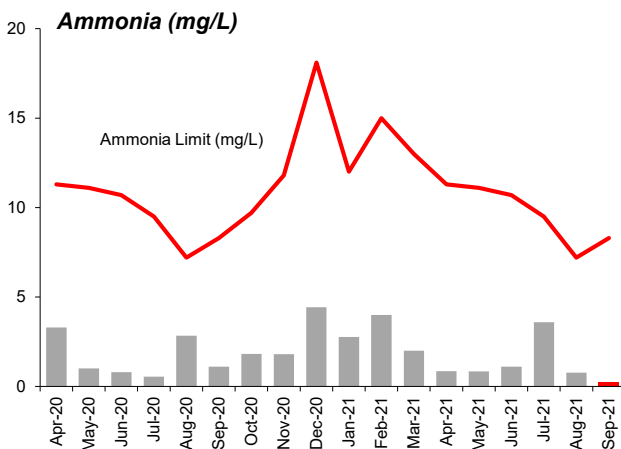
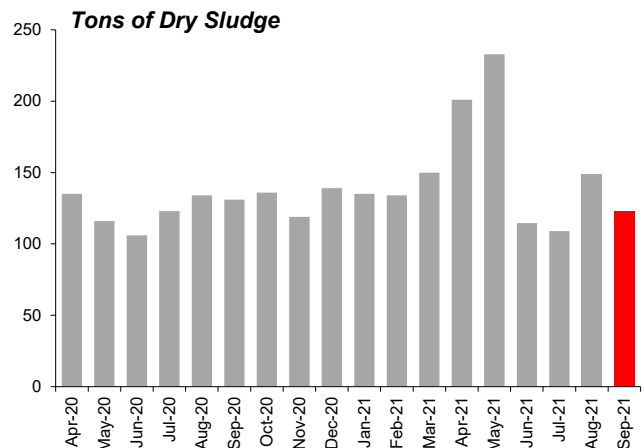
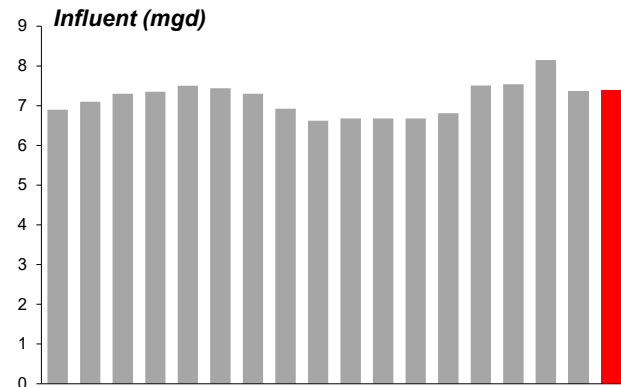
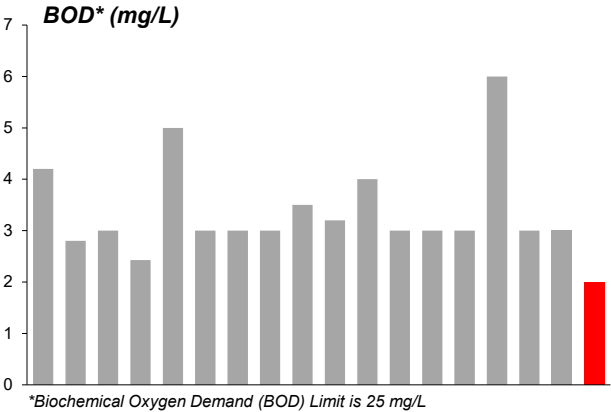
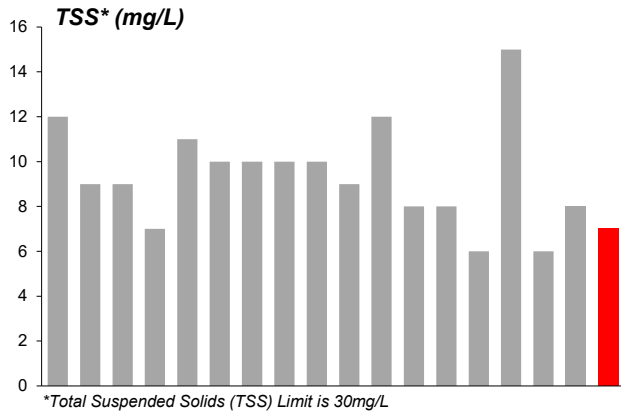


Wastewater Treatment

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.



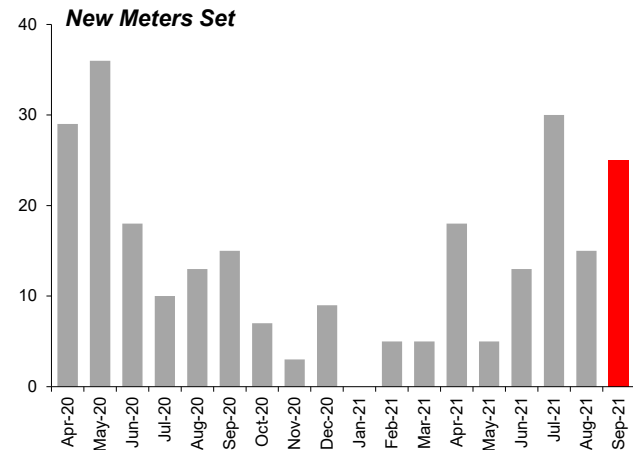
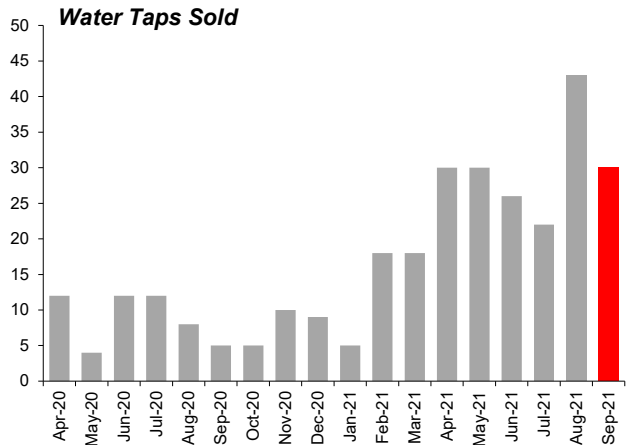
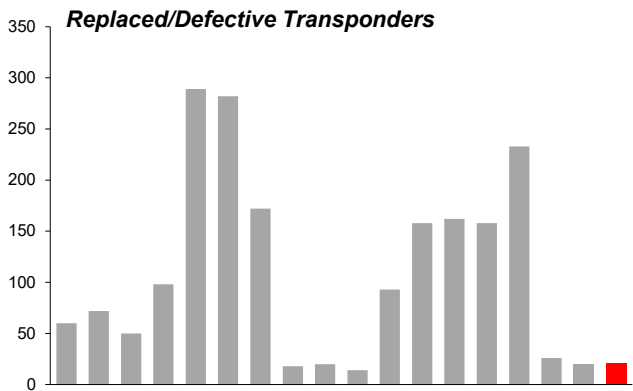
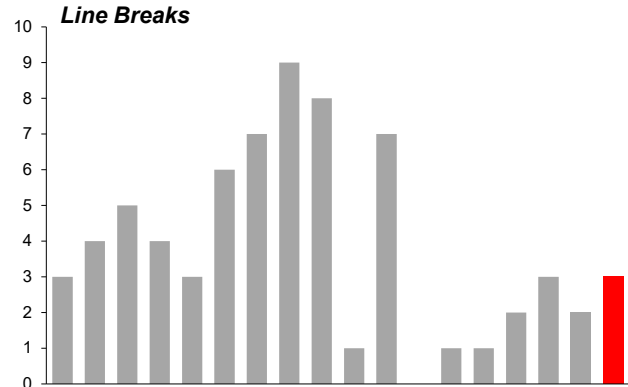
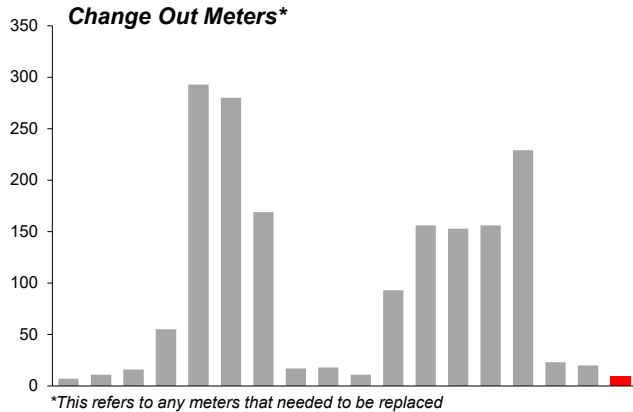
Water Distribution

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.



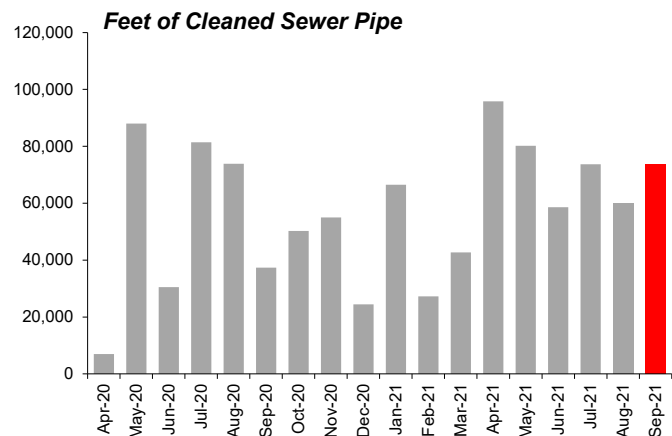
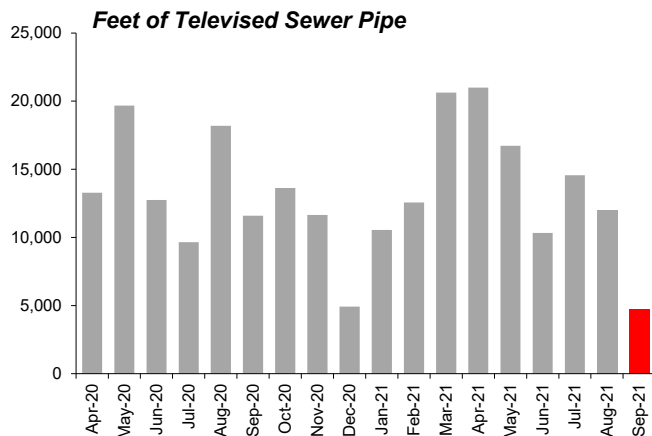
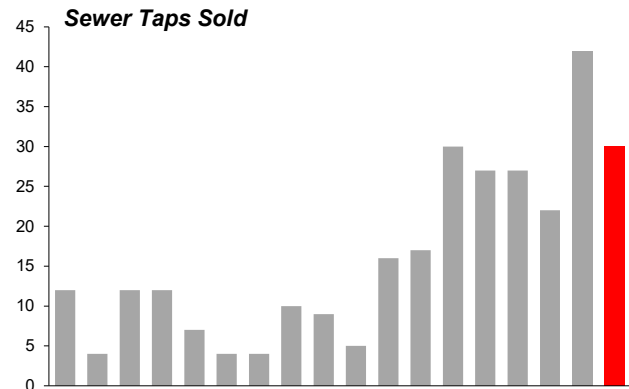
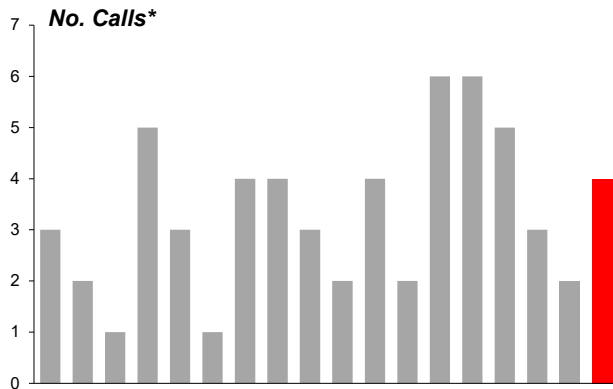
Wastewater Collection

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.

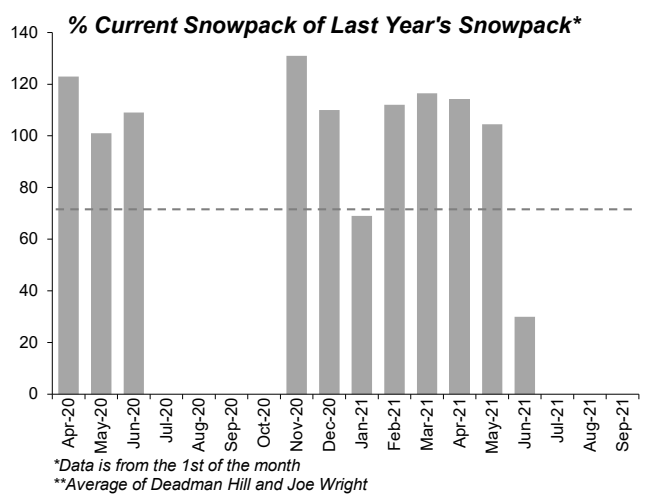
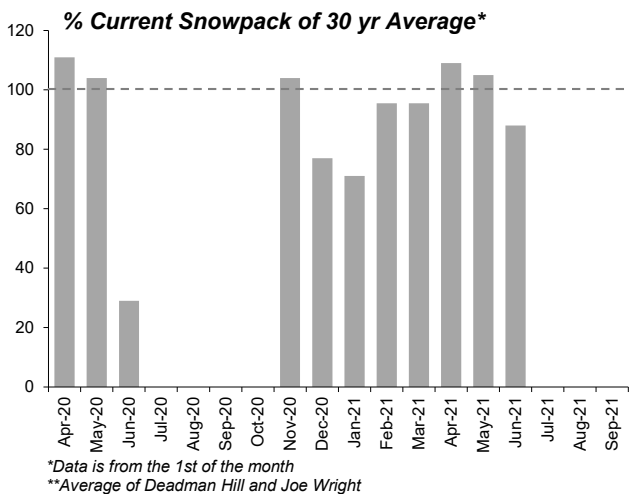
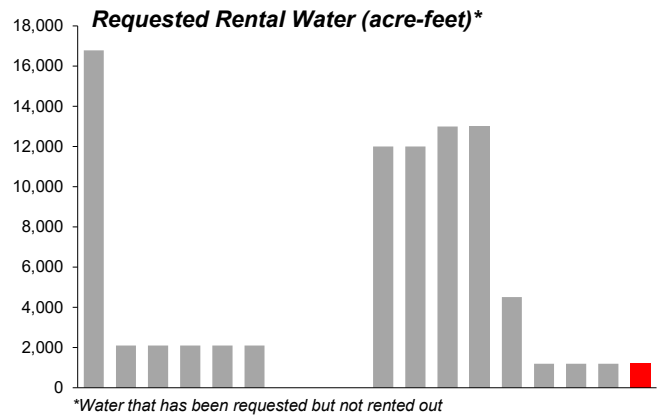
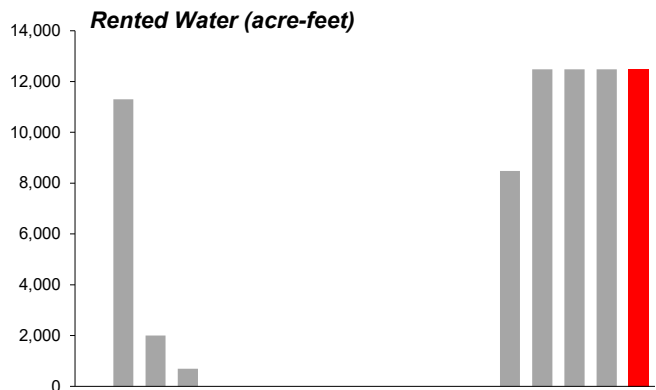
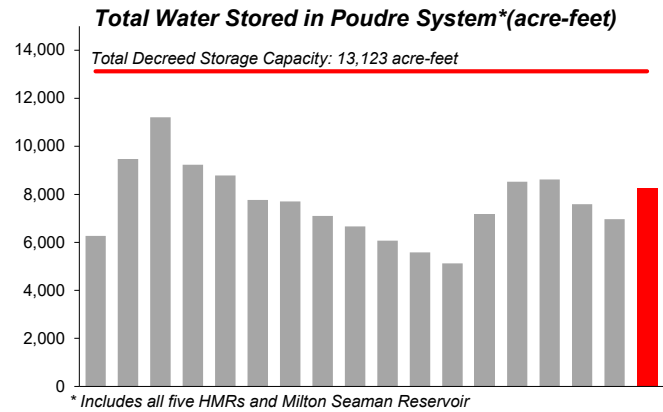
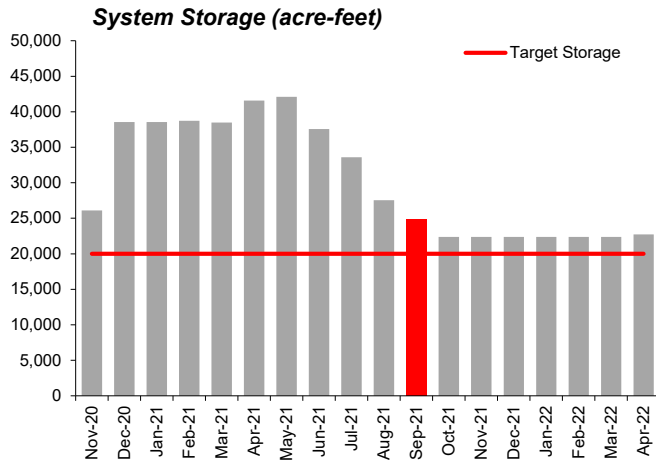


Water Resources

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.

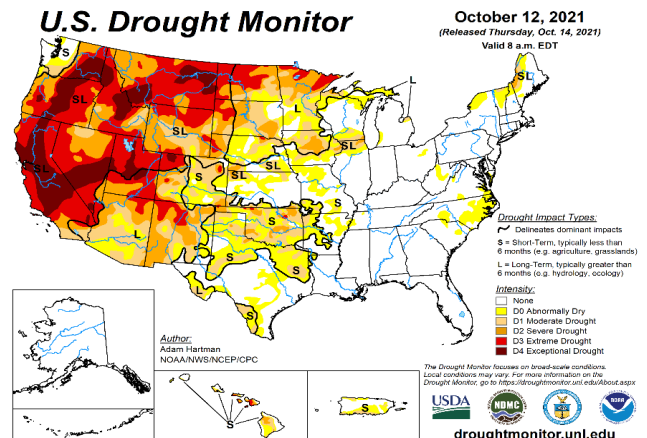
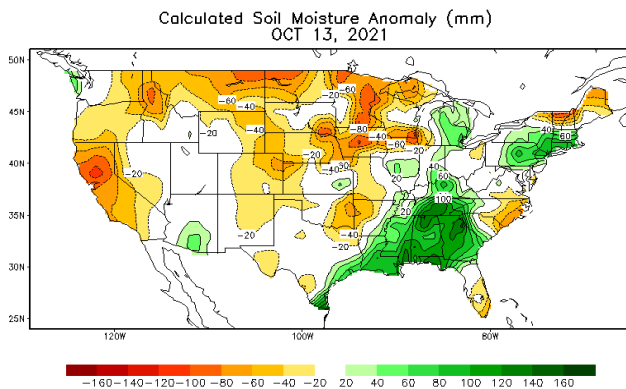
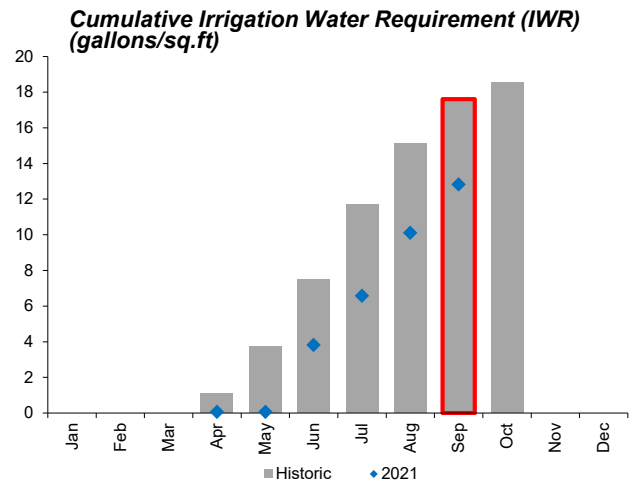
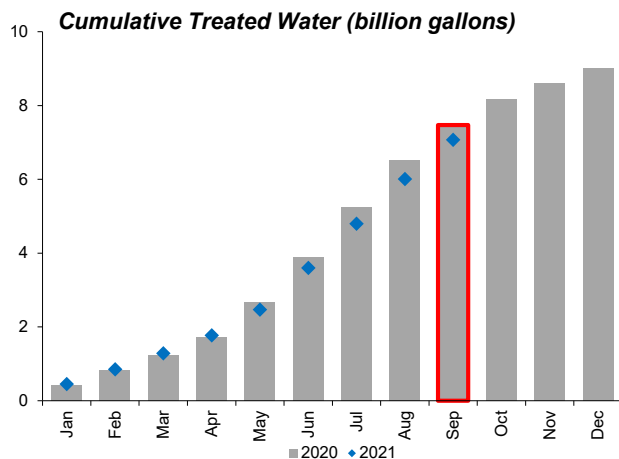
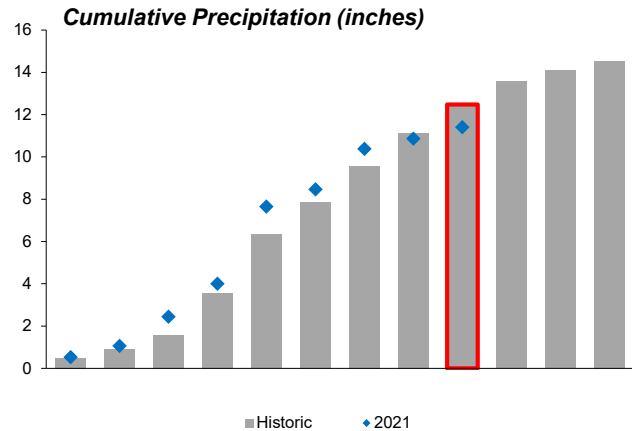
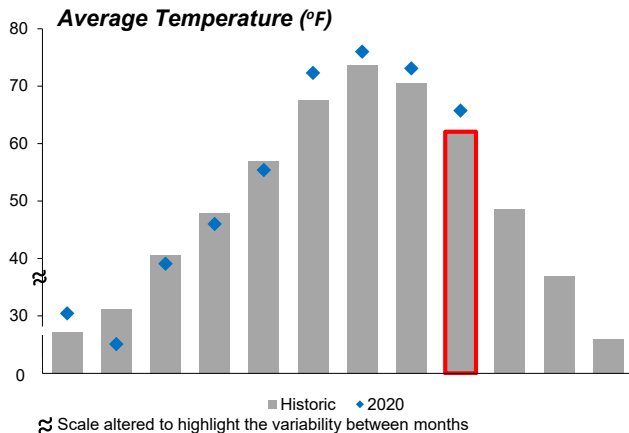
Note: the red column indicates the current month.



Treated Water and Weather Data

January 2021 average temperature was 30.45°F, approximately 3.3°F warmer than average. February average temperature was 25°F which was 6°F colder than average. March and April temperatures were also below average. March 2021 averaged 39.11°F compared to 40.66°F historically and April 2021 averaged 46.03°F compared to 47.86°F. May was also cooler than the historical average, 55.38°F compared to 56.97°F historically. June 2021 temperatures were above average. July temperatures were also above average, 76.01°F compared to 73.67°F. August temperatures were above average. September's average temperature was also above average, 65.22°F compared to 62.08°F.

Greeley precipitation was 0.53 inches in January, which is slightly above average (0.43 inches). February precipitation was also 0.53 inches compared to 0.42 inches, the historical average. March 2021 precipitation was 1.39 inches compared to 0.66 inches historically. April precipitation was 1.56 inches compared to 1.99 inches historically. May precipitation was much above average. Greeley received 3.64 inches of rain in May compared to 2.78 inches historically. June precipitation was 0.82 inches which keeps Greeley above average for the year. July precipitation was above average, 1.91 inches compared to 1.52 inches. This was mostly because of the large rain events that dropped 1 inch in one hour. August precipitation was below average, Greeley only received 0.49 inches which puts us just below average to date. September precipitation was only 0.55 inches, which is below average.



WATER & SEWER BOARD AGENDA OCTOBER 20, 2021

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 13

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: