

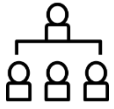
Water and Sewer Board

Regular Meeting

City Council Chambers – City Center South

1001 11th Avenue – Greeley, Colorado

April 17th, 2024 at 2:00 p.m.



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



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



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



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

Meeting agendas and minutes are available on the City's meeting portal at <https://greeleyco.portal.civicclerk.com/>

IMPORTANT – PLEASE NOTE

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

In the event it becomes necessary for a meeting to be held virtually, use the link below to join the meeting via Zoom. <https://greeleygov.zoom.us/j/84218093588>

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



April 17, 2024 at 2:00 PM

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

Agenda

1. Roll Call: _____ Chairman Harold Evans _____ Vice Chairman Mick Todd
 _____ Ms. Cheri Witt-Brown _____ Mr. Fred Otis
 _____ Mr. Joe Murphy _____ Mr. Tony Miller
 _____ Mr. Manuel Sisneros _____ Mayor John Gates
 _____ Mr. Raymond Lee _____ Ms. Tyra Litzau
2. Approval of Minutes
3. Approval of the Agenda
4. Welcome New Employees and Promotions
5. Approval of Farm Lease Agreement (Cottonwood Bend Property)
6. Approval of Big Thompson Platte River Ditch Company Bypass Agreement
7. Declaration of Water Sufficient Year
8. Ordinance of Lead Pipe Removal Update
9. Integrated Water Resource Plan (IWRP) Update
10. Preliminary Budget Presentation
11. Legal Report
12. Director's Report
13. Such Other Business That May Be Brought Before the Board Added to This Agenda by Motion of the Board.
14. Adjournment



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

**City of Greeley
Water and Sewer Board
Minutes of March 20, 2024, 2024
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:01 p.m. on Wednesday, March 20, 2024.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Tony Miller, Cheri Witt-Brown, Mayor John Gates, Treasurer Robert Miller on Behalf of Finance Director Tyra Litzua

Water and Sewer Department staff:

Deputy Director of Utility Finance and Customer Service Erik Dial, Chief Engineer Adam Prior, Deputy Director of W&S Operations and Maintenance Rebecca Andrus, Office Manager Gigi Allen, Administrative Assistant III Lisa Van Vorous, Acting Deputy Director of Water Resources Kelen Dowdy, Utility Finance Manager Virgil Pierce, Water Resource Administrator III Matt Sparacino, Water Resource Operations Manager Leah Hubbard, Source Water Supply Manager Cole Gustafson, Wastewater Treatment Superintendent Tyler Eldridge, Civil Engineer II Keri Fishlock, Civil Engineer III Cadee Oakleaf, Administrative Assistant II Dana Ortiz, Water Enterprise Financial Analyst Crystal Sanchez, Intern III Mitch Zombek

Legal Counsel:

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

Guests:

James Sutherland from Wingfoot, Communications Specialist II Cory Channell, Paralegal Julie Martinez, Paralegal Susan Larsen

2. Approval of Minutes

Vice Chairman Todd made a motion, seconded by Mr. Otis to approve the February 2023 Water and Sewer Board meeting minutes. The motion carried 5-0.

3. Approval of Agenda

There were no changes to the agenda.

4. Welcome New Employees and Promotions

Deputy Director of Finance and Customer Service Erik Dial provided an introduction of new Water and Sewer Department employees starting this month.

Councilmember Deb DeBoutez joined the meeting at 2:13 pm

5. Colorado Drinking Water Revolving Fund Loan for the Lead and Service Identification and Replacement Project

Virgil Pierce discussed that the Colorado Water Resources and Power Development Authority approved the City of Greeley's loan application for the Drinking Water Revolving Fund Loan Program. The low interest loan will cover \$21M of the Lead Service Identification and Replacement Project in the most at-risk areas of the city. The approval includes \$10M in loan principal forgiveness.

6. WTRF- Nitrification Phase 2 Performance Update

Tyler Eldridge spoke about the Wastewater Treatment and Reclamation Facility (WTRF) Nitrification Phase 2 (NP2) Project (2019-2023) that successfully implemented process upgrades to the WTRF; enhanced nutrient removal to meet CDPHE Regulation 85 nutrient discharge limits, an increase to the facility's organic loading capacity, and provided a more redundant and resilient flow path to meet regulatory requirements more consistently. The presentation highlighted key parameters of interest and the impact the project has had on them thus far.

7. Legal Report

Carolyn Burr provided the Legal Report. Based on review of the February 2024 Water Division 1 Resume, staff and water counsel recommend that the Water and Sewer Board file no statements of opposition this month.

1. Case No. 20CW3011 – Application of Johnstown update was also provided.

Keri Fishlock left the meeting at 2:29 pm

8. Director's Report

Erik Dial provided this month's Director's Report on behalf of Sean Chambers. He provided the Water & Sewer Board and staff with a brief update on the following items of water utilities policy interest;

City of Greeley and Colorado Water Industry Education and Advocacy Events Calendar

Thank you for those who attended the Poudre River Forum on March 1st to celebrate Randy Gustafson's Poudre Pioneer Award.

CSU Water Center Water Workforce Summit – April 1st and 2nd at Auraria Campus / CSU Spur <https://watercenter.colostate.edu/event/colorado-water-center-water-workforce-summit/>

Colorado Interbasin Compact Committee – Triannual Meeting – June 18th

Colorado Water Conservation Board Annual all basins summit (C-9 Summit) – Oct. 1-2, 2024, in Crested Butte
<https://cwcb.colorado.gov/events/c9-summit>

Upper Colorado River Commission Alternative for Drought Operations Press Release and Infographics <http://www.ucrcommission.com/wp-content/uploads/2024/03/UDS-Alternative-Submittal-Press-Release.pdf>

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

10. Executive Session

The following people left the meeting at the end of the Public Session:

Crystal Sanchez, Mitch Zombeck, Tyler Eldridge, Rebecca Andrus, James Sutherland, Gigi Allen, Lisa Van Vorous, Dana Ortiz, Cadee Oakleaf, Matt Sparacino, Virgil Pierce, Councilmember Deb DeBoutez, and Cory Channell

Chairman Evans moved that the Board adjourn the public portion of the March 20, 2024 Water and Sewer Board meeting and hold an executive session to address the following matters as provided by C.R.S. §24-6-402(4)(a), (b), and (e) and Greeley Municipal Code Sec. 2-151 (a) (1), and (5):

1. For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators related to the potential acquisition of water rights within the context of current water market conditions. Vice Chairman Todd seconded the motion. The motion passed.

Present during Executive Session were:

Chairman Harold Evans, Vice Chairman Todd, Mayor John Gates, Cheri Witt-Brown, Fred Otis, Tony Miller, Treasurer Robert Miller on behalf of Ms. Tyra Litzau, Deputy Director of Finance and Utility Billing Erik Dial, Chief Engineer Adam Prior, Supervising Senior

Environmental and Water Resources Attorney Jerrae Swanson, Senior Environmental and Water Resources Attorney Daniel Biwer, Environmental and Water Resources Attorney I Arthur Sayre, Counsel to Water & Sewer Board Attorney Carolyn Burr, Source Water Supply Manager Cole Gustafson, Water Resource Operations Manager Leah Hubbard, Acting Deputy Director Water Resources Kelen Dowdy.

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

11. Adjournment

The Public Session portion of the meeting ended at 2:41 p.m.

Harold Evans, Chairman

Raymond Lee, Board Secretary



Water & Sewer Agenda Summary

April 17, 2024

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Welcome New Employees and Promotions

Summary:

New Hires: Flora Meza – Utility Billing Clerical Assistant
 Cody Pittser – Non-Potable Laborer – Seasonal
 Owen Rogers – Raw Water Operations Tech
 Jake Robinson – Water Conservation Specialist – Two-year term
 Mitch Zombek- Water Resources Intern II – rehire
 Noah Wooldridge – Civil Engineer I – Asset Management
 Eliel Jarquin – Engineering Technician III

Promotions: There were no Promotions this month

Recommended Action:

Informational only

Recommended Motion:

N/A

Attachments:

None



Water & Sewer Agenda Summary

April 17, 2024

Key Staff Contact: Alex Tennant, Water Resource Administrator II

Title:

Approval of Farm Lease Agreement (Cottonwood Bend Property)

Summary:

The Cottonwood Bend Natural Area was acquired and granted a conservation easement in 2016. The total property consists of 180 acres of various natural habitat. The proposed lease agreement is on the western most parcel which is known as Tennyson Meadows. On the northern most portion of this parcel is 10.5 acres of an alfalfa field which is bisected by the property line. North of the property line is owned by Kelly Longacre, he purchased the property from the Tennyson Family and has been irrigating it for the past few years. Mr Longacre approached city staff about leasing the Greeley owned parcel due to the intent to farm the entire field and cited that the natural drainage of the field runs diagonal SE along Greeley's property towards the Poudre River.

The lease term is for one year, expiring December 31, 2024. The cost of the lease will be \$1,155.00, which equates to \$100/acre and an admin fee of 10% of the lease price. Greeley is providing no water in the lease; Mr. Longacre has sufficient irrigation shares ownership for the north portion of the parcel and the Greeley owned parcel.

Recommended Action:

Staff recommends that the Water and Sewer Board approve the Cottonwood Bend Farm Lease Agreement with Kelly Longacre.

Recommended Motion:

"I move that the Board approve the Farm Lease Agreement with Kelly Longacre in the form enclosed, and delegate authority to the Director of Water and Sewer to make minor revisions to the lease prior to execution, and to authorize future renewals of the lease, provided the material substance remains unchanged."

Attachments:

1. Cottonwood Farm Lease 2024
2. Farm Lease Agreement (Longacre)

Cottonwood Property Farm Lease

April 17, 2024



Cottonwood Bend Property

- Water & Sewer acquired and granted a conservation easement on the Cottonwood Bend Natural Area property in September 2016
 - Grantees: Town of Windsor and Larimer County
- Location: North of Greeley, directly east of 59th Ave between F St and O St
- Contains four parcels of various habitat equating approximately 180 acres
 - Tennyson Meadows
 - Bauer Grove
 - Brown Oxbow
 - Stevens Pasture





- _____

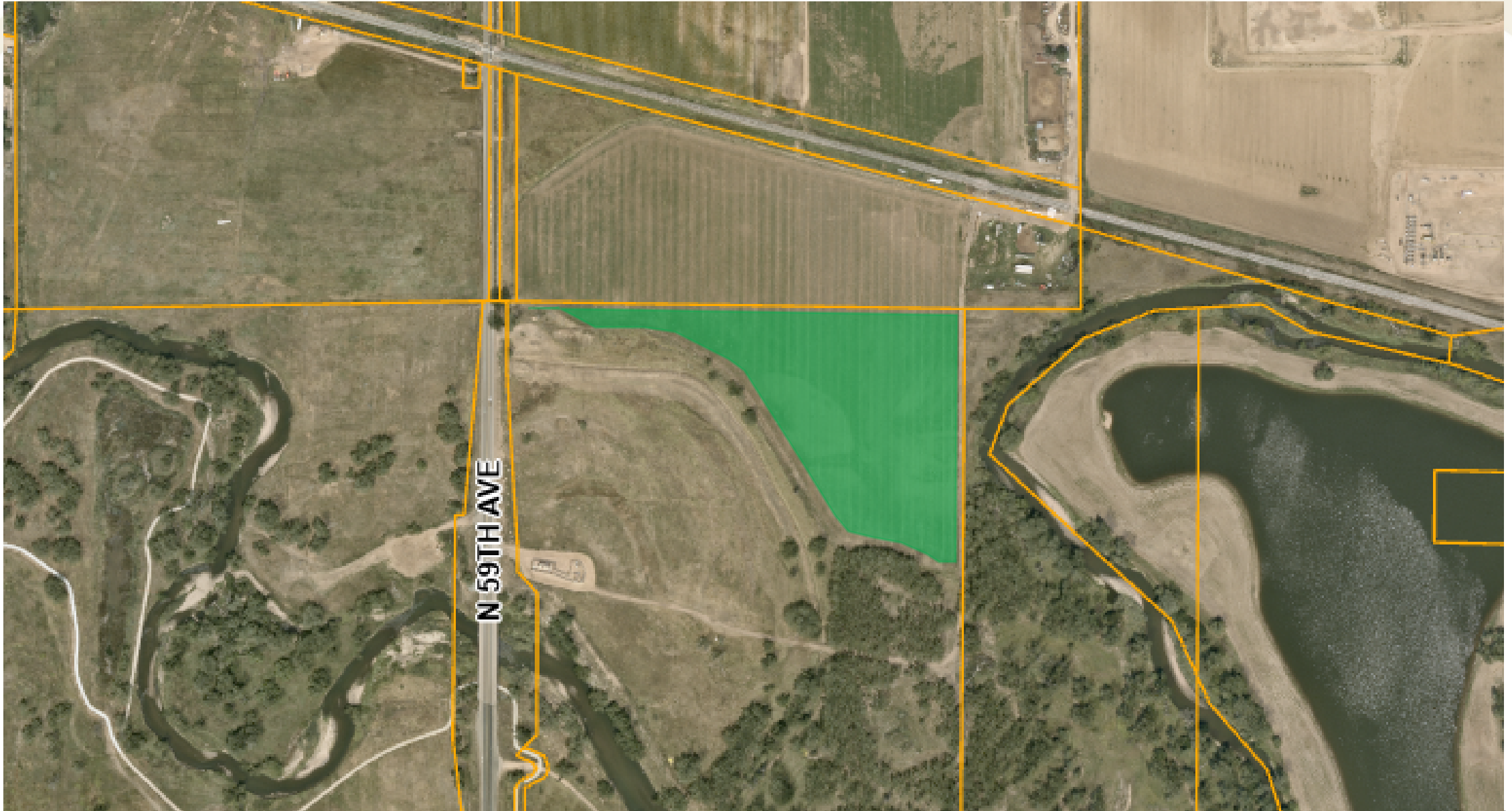


Farm Lease Agreement

- **Lessee:** Kelly Longacre, local ag education teacher involved with Greeley West chapter of FFA
- **Property:** Approximately 10.5 acres of cropland
- **Term:** One year agreement ending December 31, 2024
- **Water:** No water is included in the lease
 - Lessee owns ditch shares for the parcel north of Tennyson Meadows which will be used on the subject parcel
- **Amount:** \$1,155.00 paid in one installment
 - Equates to \$100/acre plus admin fee of 10%



Lease Parcel



Farm Lease Agreement

- Proposed lease allows for responsible ag use of Cottonwood Bend and adheres to the terms of the Conservation Easement
- Mr. Longacre is a multi-generational Colorado farmer who clearly advocates for ag education and best land use practices
- Maintains irrigation of productive cropland and historic drainage. Will also help Greeley contain prairie dog over-population



Recommendation

W&S staff recommends approving the Farm Lease Agreement with Kelly Longacre in the form enclosed, and delegate authority to the Director of Water and Sewer to make minor revisions to the lease prior to execution, and to authorize future renewals of the lease, provided the material substance remains unchanged



Questions?

FARM LEASE AGREEMENT

This FARM LEASE AGREEMENT ("Lease Agreement") is entered into this ____ day of _____ 2024, by and between THE CITY OF GREELEY, COLORADO, a Colorado home rule municipality acting by and through its Water Enterprise ("City" or "Greeley") and KELLY LONGACRE, in his individual capacity ("Lessee").

Recitals

WHEREAS, Greeley owns certain real property consisting of approximately ten and one-half (10.5) acres located in the NW ¼ of Section 34, Township 6 North, Range 66 West of the 6th P.M. in Weld County, Colorado, which real property is more particularly shown on Exhibit A, attached hereto and incorporated herein ("Property"); and

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

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

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

Agreement

1. **LEASE**. The City hereby leases the Property to Lessee for farming purposes.
2. **TERM OF LEASE**. The term of this Lease Agreement begins on the date it is fully executed and expires on December 31, 2024.
3. **CONSIDERATION**. Lessee shall pay to the City a Lease Amount of one thousand one hundred and fifty five dollars (\$1,155.00) for use of the Property, which is equal to \$100.00 per acre for approximately 10.5 acres of farmable real property plus an administrative fee equal to 10% of the lease cost. The annual lease amount shall be due upon execution of this Lease Agreement.
4. **IMPROVEMENTS**. With the exception of any existing fencing, there are no structures or improvements on the Property to which Lessee is entitled use by this Lease Agreement.
5. **WATER RIGHTS**. This Lease Agreement is for the occupancy and farming use of the Property only and does not grant to the Lessee any rights to the use of water or water rights owned by the City.
6. **CONDITION OF PROPERTY**. Lessee has inspected the Property and acknowledges that the Property is being leased as-is. No representations, statements or warranties, express or implied, have been made by or on behalf of the City as to the condition of the Property or its suitability for the Lessee's use. In no event shall the City be liable for any defect in the Property or for any limitation on its anticipated use.
7. **AUTHORIZED USE AND MANAGEMENT OF PROPERTY**. Lessee shall occupy and use the Property solely for farming. Lessee shall not make any other uses of the Property without advance written consent from the City. Such consent may be given or withheld in the sole discretion of the City.

a. Lessee shall care for the Property in a manner that is consistent with sound agricultural and conservation practices and supports the City's land management efforts on nearby and adjacent properties.

b. Lessee shall furnish, at his sole expense, all labor, machinery, and other materials needed for the use and occupation of the Property.

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

d. Lessee shall keep the Property, including any non-irrigated land, clear of noxious weeds. Lessee shall apply weed control chemicals or fertilizers, if any, in compliance with all applicable federal, state, and local regulations.

e. Lessee shall maintain in serviceable condition all access roadways used for agricultural purposes on the Property and, except for during Lessee's ingress or egress, shall keep all gates to the Property closed and locked at all times.

f. Lessee shall make any necessary repairs at the Lessee's sole expense to all existing fencing and gates on the Property and shall be responsible for the standard maintenance of all fencing and gates on the Property throughout the term of the Lease Agreement.

g. Lessee shall not place, dispose of, nor permit placement or disposal of any garbage, refuse, or other waste on the Property, including, but not limited to, tires, non-functioning vehicles, non-functioning agricultural implements, and parts for vehicles or agricultural implements.

8. LESSEE'S COVENANTS.

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

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

c. Lessee shall not hunt or fish on the Property, nor permit any other party to hunt or fish on the Property.

d. Lessee shall not assign this Lease Agreement, nor sublet the Property or any part thereof. Lessee shall not pledge nor mortgage his interest in this Lease Agreement without the prior written consent of the City, which consent may be given or withheld in the sole discretion of the City. Lessee shall not directly nor indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property.

e. Lessee shall not construct, nor permit construction of any structure, building or other improvement, temporary or otherwise, on the Property without the prior written consent of the City, which consent may be given or withheld in the sole discretion of the City. Lessee shall not erect, paint, or maintain any

signs on the Property without the prior written consent of the City, which consent may be given or withheld in the sole discretion of the City. Lessee shall promptly remove any such signs or improvements to which the City consents upon expiration or termination of this Lease Agreement.

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

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

h. Lessee shall maintain the Property in as good repair and condition as it exists at the commencement of this Lease Agreement. Lessee shall not damage the Property, including, without limitation, by vehicle or equipment use associated with farming. Lessee shall promptly notify the City of any such damage caused and immediately restore the Property to its previous condition at Lessee's sole expense.

i. Lessee shall peaceably surrender possession of the Property to the City upon the expiration or termination of this Lease Agreement.

9. INDEMNIFICATION.

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

b. Lessee and his agents, employees, contractors, and invitees release and agree to indemnify, defend and hold harmless the City, its agents, officers, and employees from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from operations and activities associated with this Lease Agreement.

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

10. HAZARDOUS MATERIAL.

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

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

remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property.

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

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

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

12. TERMINATION FOR CAUSE.

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

b. If the City determines that Lessee has created a public safety hazard, then the City may immediately take action to secure the safe operation of the Property, including without limitation, terminating this Lease Agreement and/or removing Lessee and any equipment or other personal property from the Property.

13. INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

14. STATUS OF LESSEE. Lessee and his agents, employees, contractors, and invitees shall conduct themselves at all times under this Lease Agreement as independent contractors and not as employees, agents, or joint ventures of the City. The operations of Lessee will not be supervised by any employee or official of the City, nor will Lessee exercise supervision over any employee or official of the City. Lessee and his agents, employees, contractors, and invitees shall not represent themselves as employees, agents, or joint ventures of the City. Lessee and his agents, employees, contractors, and invitees are not entitled to workers' compensation benefits from the City and are solely responsible for any tax obligations associated with their activities pursuant to this Lease Agreement.

15. MISCELLANEOUS PROVISIONS.

a. This Lease Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Venue for any legal action arising out of this Lease Agreement shall be proper in the District Court for Weld County, Colorado.

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

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

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

e. The provisions of this Lease Agreement shall be construed as to their fair meaning. The City and Lessee acknowledge that both parties and their respective legal counsel have participated in or had the opportunity to participate in the drafting, preparation, and review of this Lease Agreement. No term or condition in this Lease Agreement should be construed against either party based upon the identity of a drafting party.

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

g. Nothing in this Lease Agreement is intended or should be construed to confer any rights or remedies upon any parties other than the City and Lessee, and their respective successors in interest. Any benefits realized by a third party as a result of this Lease Agreement are incidental.

h. This Lease Agreement is an integration of the entire understanding of the parties with respect to the subject matter set forth herein. No representations, warranties, or certifications, whether express or implied, exist between the City and Lessee except as specifically set forth in this Lease Agreement. This Lease Agreement may only be amended in a written form duly authorized and executed by both parties.

i. If any provision of this Lease Agreement is determined by a court of competent jurisdiction to be invalid or void, the remaining provisions shall nonetheless remain in full force and effect, unless the absence of the invalid or void provision(s) would frustrate the purpose of this Lease Agreement.

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

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

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

16. NOTICE. Any notice required by this Lease Agreement shall be deemed sufficient when provided by U.S. mail, hand delivery, or by electronic mail if receipt is acknowledged or no notice of non-delivery is received, using the information set forth below. The City and Lessee shall promptly update the other party if the appropriate contact information changes.

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

If to Lessee: Kelly Longacre
506 57th Ave Ct
Greeley, CO 80634
Email: klongacre@greeleyschools.org

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

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

Attest:

By: _____
Mayor

By: _____
City Clerk

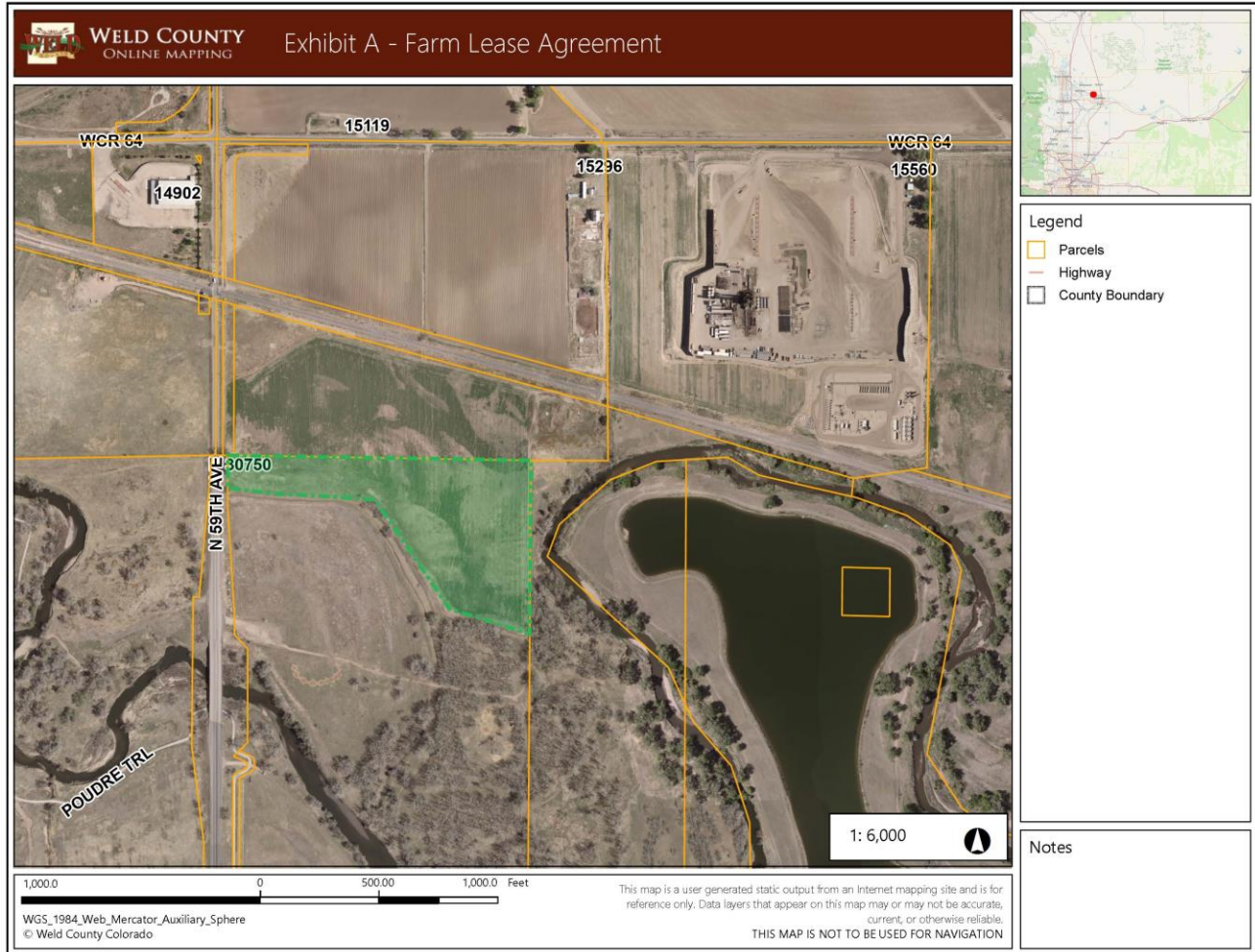
LESSEE
KELLY LONGACRE, in his individual capacity

By: Kelly Longacre

Date: 4/10/24

EXHIBIT A
FARM LEASE AGREEMENT

Map of the Property





Water & Sewer Agenda Summary

April 17, 2024

Key Staff Contact: Leah Hubbard, Water Resource Operations Manager

Title:

Approval of Big Thompson Platte River Ditch Company Bypass Agreement

Summary:

Water Resources staff recommend that the Water and Sewer Board approve the enclosed Bypass Agreement with the Big Thompson and Platte River Ditch Company. The previous Bypass Agreement expired on December 31, 2023. This Agreement allows Greeley to consistently deliver water from the Greeley Loveland Irrigation Company system to the South Platte River, which is necessary to meet return flow obligations and augmentation demand. This Bypass Agreement will expire on December 31, 2028.

Recommended Action:

Staff recommends that the Water and Sewer Board approve the Big Thompson Platte River Ditch Company Bypass Agreement and to delegate future approvals to the Director of Water and Sewer.

Recommended Motion:

"I move that the Board approve renewal of the proposed Big Thompson Platte River Ditch Company Bypass Agreement, and delegate authority to renew this Agreement in the future under substantially similar terms to the Director of Water and Sewer."

Attachments:

1. 2024 Bypass Agreement (Big T Platte River Dit

AGREEMENT FOR USE OF BYPASS STRUCTURE

This Agreement for Use of Bypass Structure (“Bypass Agreement”) is entered into by and between the BIG THOMPSON AND PLATTE RIVER DITCH COMPANY, whose address is P.O. Box 181, Milliken, Colorado 80543, and the CITY OF GREELEY, whose address is 1001 11th Avenue, Greeley, Colorado 80631.

WHEREAS, the Big Thompson and Platte River Ditch Company (“the Company”) is a non-profit ditch company organized and existing in the state of Colorado for the purpose of delivering direct flow irrigation and augmentation water to its various shareholders; and

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

WHEREAS, the Company owns and controls that certain bypass structure located at the Big Thompson and Platte River Ditch headgate, which it utilizes to carry water past the headgate down the Big Thompson River (“Bypass Structure”); and

WHEREAS, the City owns or controls water attributable to certain water rights that it needs to deliver from upstream of the Big Thompson and Platte River Ditch headgate, down the Big Thompson River, to the South Platte River (“Greeley Water”). To accomplish this delivery while the Company is diverting water from the Big Thompson River, the City may need to deliver Greeley Water through the Bypass Structure; and

WHEREAS, the Company desires to facilitate the aforementioned deliveries of Greeley Water by allowing the City to utilize the Bypass Structure from time to time;

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

Agreement

1. Use of the Bypass Structure. Under the terms and conditions of this Bypass Agreement, the Company hereby agrees to allow the City to deliver Greeley Water through its Bypass Structure.

- a. The City shall notify the Company in advance of its need to deliver Greeley Water through the Bypass Structure.
- b. Deliveries of Greeley Water pursuant to this Bypass Agreement are subject to the availability and capacity of the Bypass Structure.
- c. The Company may deny the City’s request to use the Bypass Structure pursuant to this Bypass Agreement if the Board of Directors of the Company makes a good faith

determination that the physical conditions at the time of requested use would make such use unsafe.

d. The City and the Company shall coordinate any use of the Bypass Structure pursuant to this Bypass Agreement with the Water Commissioner for District 4.

2. Term. This Bypass Agreement begins on the date of its execution, and unless terminated by the City or the Company in accordance with Paragraph 4 or 5 below, expires on December 31, 2028.

3. Payment. In exchange for its use of the Bypass Structure, the City shall pay to the Company an annual fee of \$500.00 ("Annual Assessment"). The Annual Assessment covers the first 29.4 acre-feet of Greeley Water delivered through the Bypass Structure each year. The City shall pay to the Company a running charge of \$17.00 per acre-foot of Greeley Water delivered through the Bypass Structure in excess of the initial 29.4 acre-feet ("Running Charge").

a. The City shall pay the Annual Assessment to the Company on or before April 1 and prior to its use of the Bypass Structure each year.

b. The City and the Company shall track and account for all Greeley Water delivered through the Bypass Structure.

c. No later than November 30 each year, the Company shall provide the City an invoice detailing the volume of Greeley Water delivered through the Bypass Structure and any Running Charge incurred in addition to the Annual Assessment. Upon receipt of this invoice, the City shall pay the Running Charge to the Company on or before December 31 of the calendar year in which it was incurred.

4. Default. If either the City or the Company fails to comply with a term or condition herein, such failure constitutes a default under this Bypass Agreement. The non-defaulting party may declare the default by providing written notice to the defaulting party in accordance with Paragraph 6 below. Upon receipt of this notice of default, the defaulting party will have 15 days within which to cure the default. If the default remains uncured after the aforementioned 15-day cure period, the non-defaulting party may declare the Bypass Agreement terminated by written notice in accordance with Paragraph 6 below. The failure of either party to declare a default does not establish a precedent or constitute an implied waiver of any continuing or subsequent default.

5. Termination. This Bypass Agreement may be terminated by the City or the Company by delivering written notice to the other party, in accordance with Paragraph 6 below, prior to April 1.

6. Notices and Payments. Any written notice required under this Agreement shall be delivered, return receipt requested, via the United States Postal Service at the following addresses.

The Company:

Big Thompson and Platte River Ditch Company
P.O. Box 181

Milliken, Colorado 80543

The City:

Greeley Water and Sewer Department
Water Resources Division
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631

With Copy To:

Greeley City Attorney's Office
Environmental and Water Resources Practice Group
1100 10th Street, Suite 401
Greeley, Colorado 80631

7. Governing Law and Venue. This Bypass Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Proper venue for any litigation arising out of this Bypass Agreement is the District Court for Weld County, Colorado.

8. Integration. This Bypass Agreement constitutes the entire agreement between the undersigned parties and supersedes all prior agreements with respect to the subject matter herein. No representations, negotiations, or warranties, express or implied, exist between the undersigned parties except as explicitly set forth in this Bypass Agreement. This Bypass Agreement may only be modified in a written form properly authorized and executed by the undersigned parties.

IN WITNESS WHEREOF, the Company and the City have executed this Bypass Agreement on the dates set forth below.

**BIG THOMPSON AND PLATTE RIVER
DITCH COMPANY**

By: _____

Gene Kammerzell
President

Date: _____

CITY OF GREELEY
A Colorado Municipal Corporation

By: _____

Sean Chambers
Director of Water and Sewer

Date: _____

AS TO LEGAL FORM:

By: _____

City Attorney's Office



Water & Sewer Agenda Summary

April 17, 2024

Key Staff Contact: Alex Tennant, Water Resource Administrator II, Megan Kramer - Water Resource Administrator II

Title:

Declaration of Water Sufficient Year

Summary:

Staff reports to the Water and Sewer Board (“Board”) in April, July, and November of each year on Greeley’s water supply status. In April, the Board makes a declaration concerning the adequacy of the Water Year. Based on projected storage, staff recommends that the Board declare an “Adequate Water Year,” with normal watering restrictions and authorize staff to rent out available excess water supply, so long as the target storage volume of 21,300 acre-feet is maintained.

Recommended Action:

Approve staff recommendation of adequate water year and that supplies be made available for rental to agriculture while assuring target storage does not fall below 21,300 acre-feet.

Recommended Motion:

“I move to approve the staff recommendation of an adequate water year and that supplies are made available for rentals while assuring target storage does not fall below 21,300 acre-feet.”

Attachments:

1. April 2024 Water Supply Update Presentation
2. April 2024 Water Supply Update

Water Supply Update and Determination of Water Sufficiency

April 17, 2024

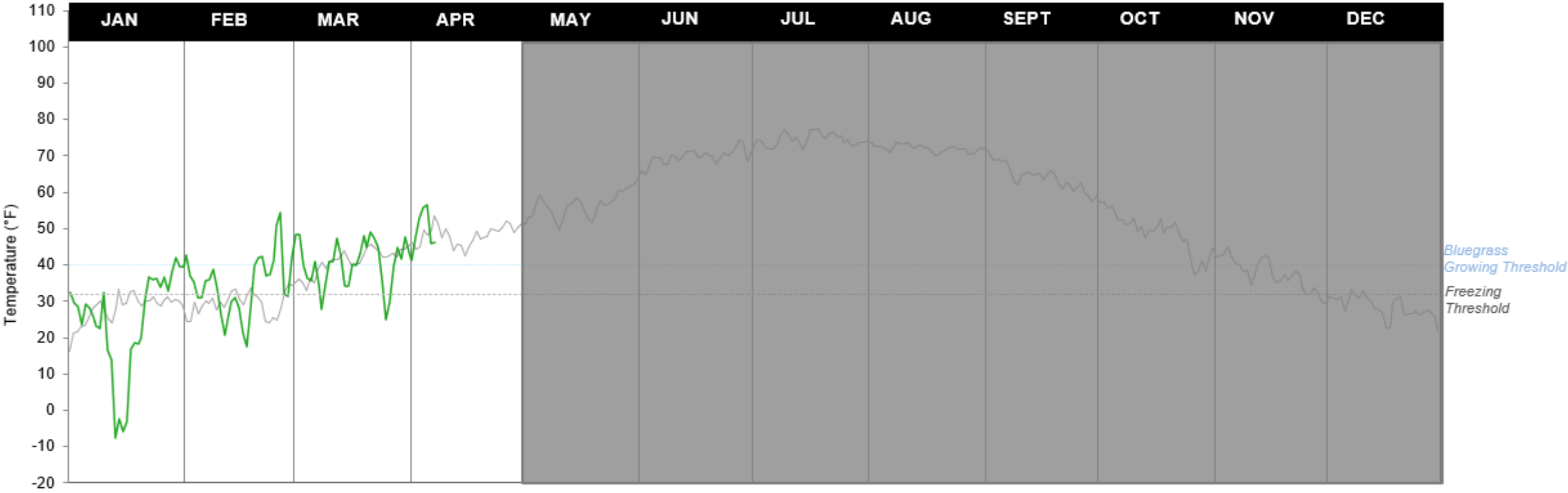
Alex Tennant and Megan Kramer
Water Resources

City of Greeley: Temperature (°F) and Precipitation 2024

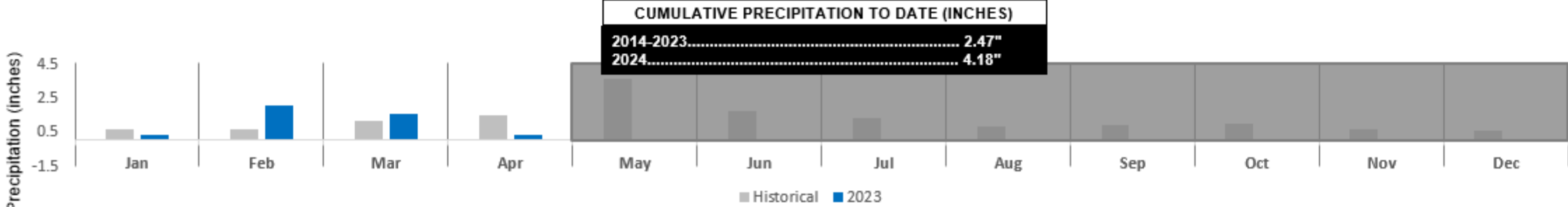


Greeley West station (224)
Source: northernwater.org

— Historic Avg Temp (2014-2023) — 2024 Avg. Temp



MONTHLY AVERAGE TEMPERATURE												
2014-2023	24.6° F	34.5° F	40.4° F	49.4° F	0.0° F	0.0° F	0.0° F	0.0° F	0.0° F	0.0° F	0.0° F	0.0° F
2023	24.6° F	34.2° F	40.3° F	48.7° F	0.0° F	0.0° F	0.0° F	0.0° F	0.0° F	0.0° F	0.0° F	0.0° F

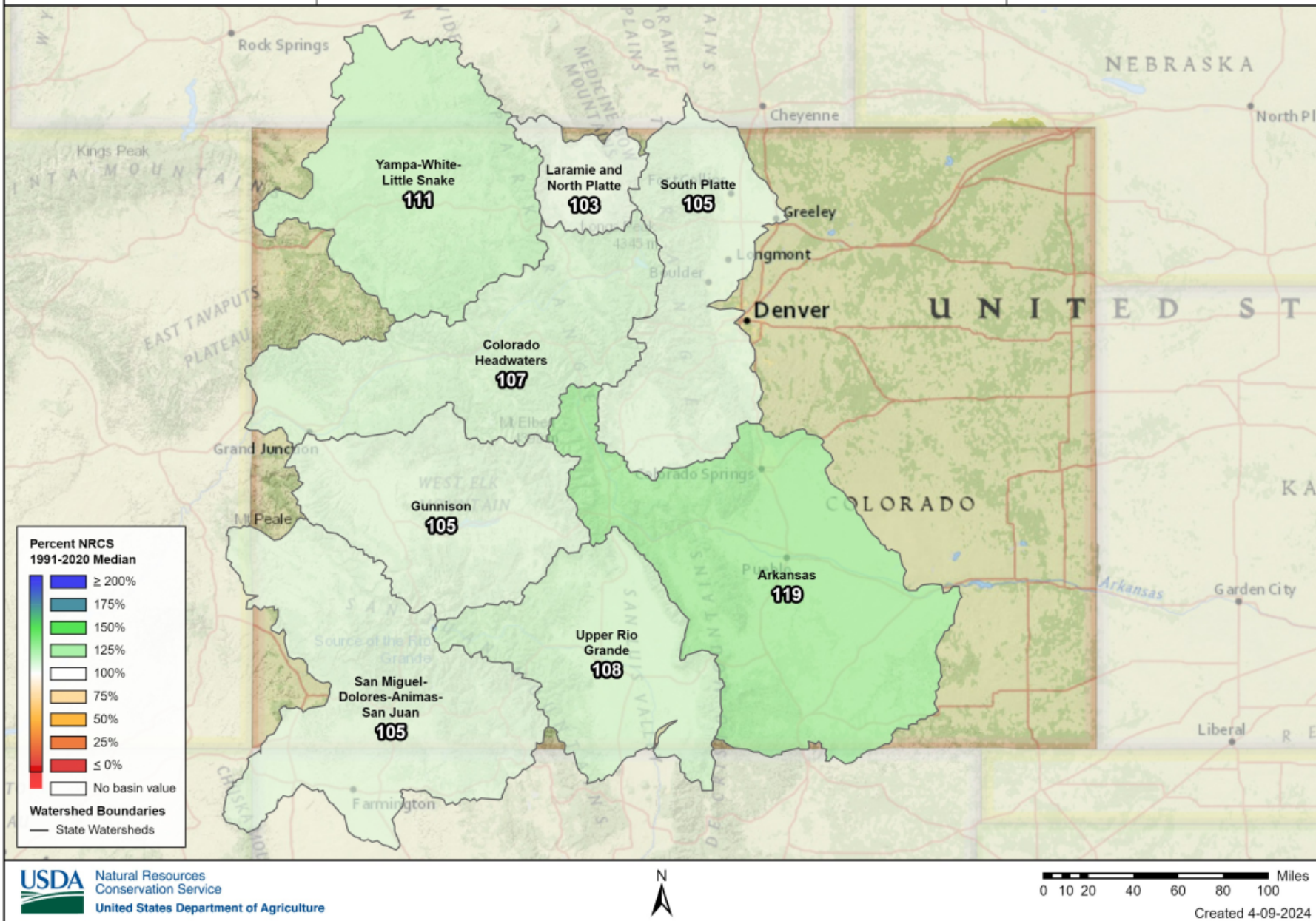


CUMULATIVE PRECIPITATION TO DATE (INCHES)	
2014-2023.....	2.47"
2024.....	4.18"

Snow Water Equivalent

Percent NRCS 1991-2020 Median

April 8, 2024, end of day

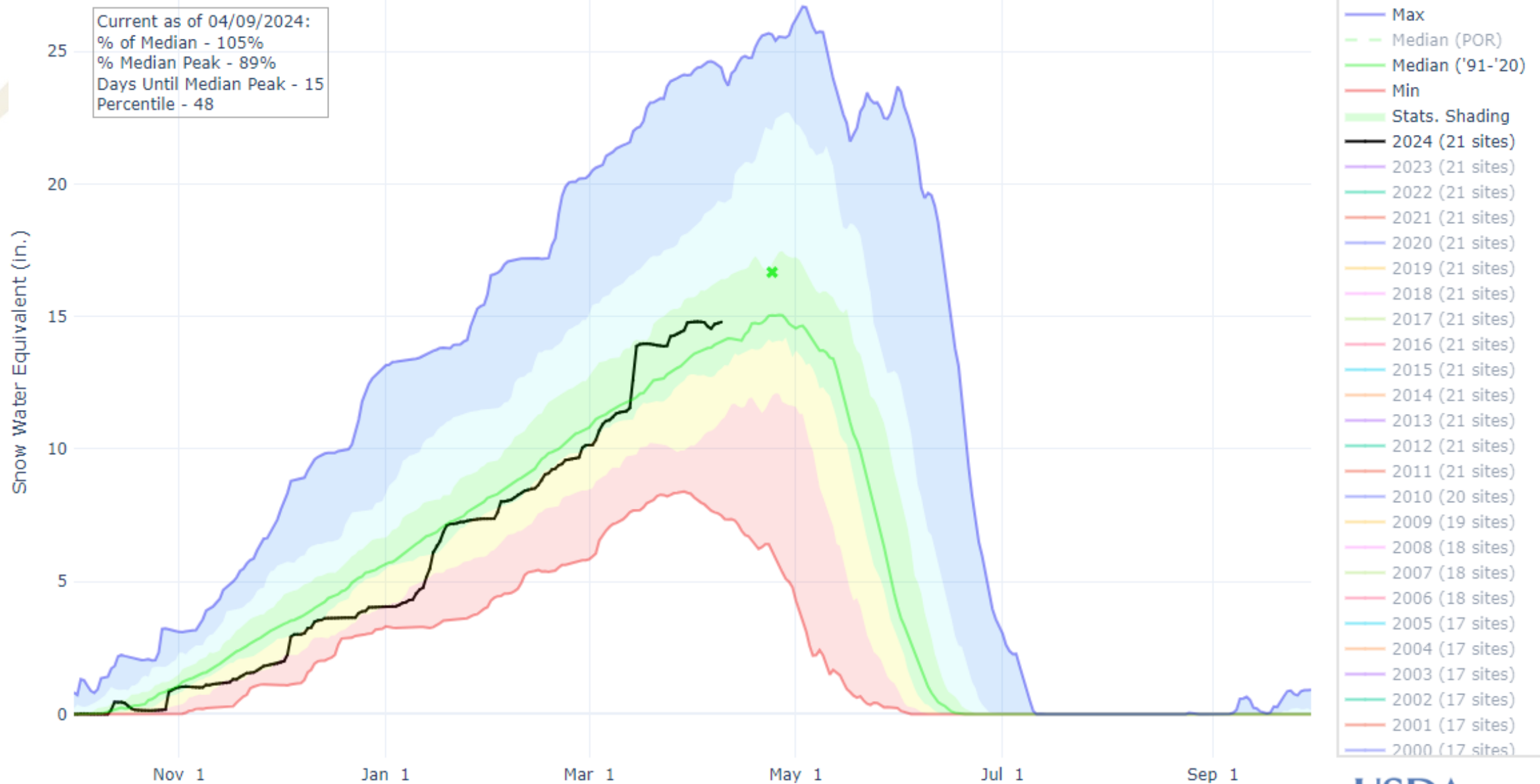


Reset Range

Link to data: [CSV](#) / [JSON](#)



Station List





- Barnes Dam - 4/5

- Barnes Entry Gate – 4/2



- Snow Survey crew
end of March



- Comanche Reservoir

Snowpack and Streamflow Comparisons April 1, 2024



Snow Water Content

% of Average

Colorado's Statewide Snowpack	109%
Upper Colorado River ⁽¹⁾	106%
South Platte Tributaries ⁽²⁾	111%

Snow-Water Content Comparisons (inches)

Watershed	April 1, 2024 Snow-Water Content			April 1 Comparative Snow-Water Content			
	2024	Average	% Avg	2023	2022	2021	2002
Blue River	14.4	13.9	104%	98%	85%	88%	69%
Upper Colorado River	15.6	15.7	99%	114%	90%	88%	64%
Willow Creek	10.6	10.2	104%	139%	100%	83%	68%
Fraser River	17.3	15.1	115%	104%	85%	98%	60%
Poudre River	12.9	13.7	94%	107%	92%	99%	65%
Big Thompson River	15.7	14.4	109%	128%	96%	103%	61%
St. Vrain River	13.0	10.9	119%	126%	102%	109%	48%
Boulder Creek	14.1	11.4	123%	103%	91%	108%	56%

Apr-Jul Maximum, Minimum and Most Probable Streamflow Forecasts (1000 af)

Watershed	Forecast Minimum	Most Probable	Forecast Maximum	Apr-Jul Avg ⁽³⁾	Most Prob % Average
Blue River	211	276	341	283	98%
Upper Colorado River	164	208	264	226	92%
Willow Creek	38	55	72	50	110%
Fraser River	103	132	161	118	112%
Poudre River	144	227	310	230	99%
Big Thompson River	57	93	130	91	102%
St. Vrain River	61	93	126	90	103%
Boulder Creek	42	59	76	54	109%
South Platte Tributaries	—	472	—	465	102%

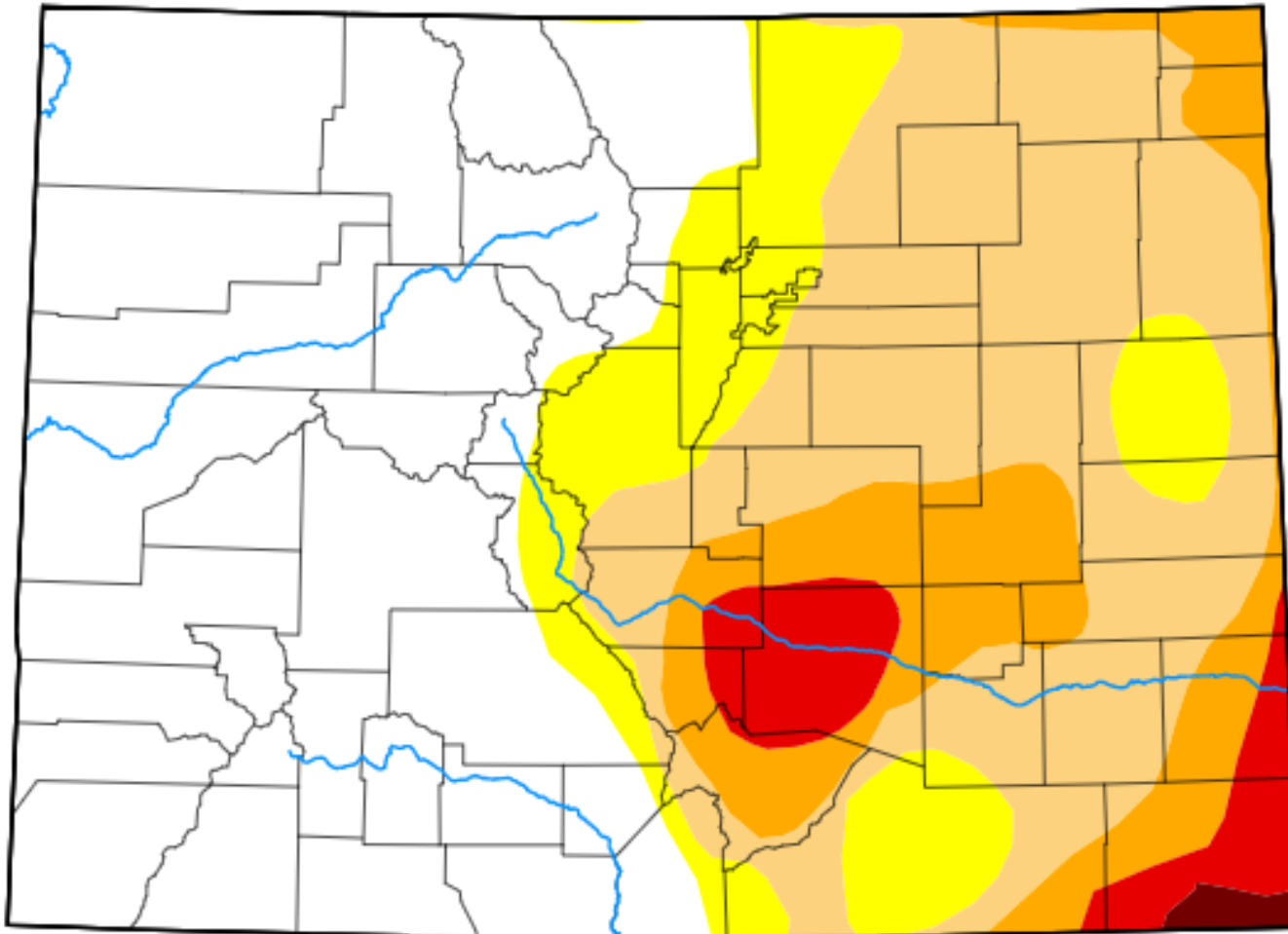


- Big Thompson
during runoff



- Poudre River
during runoff

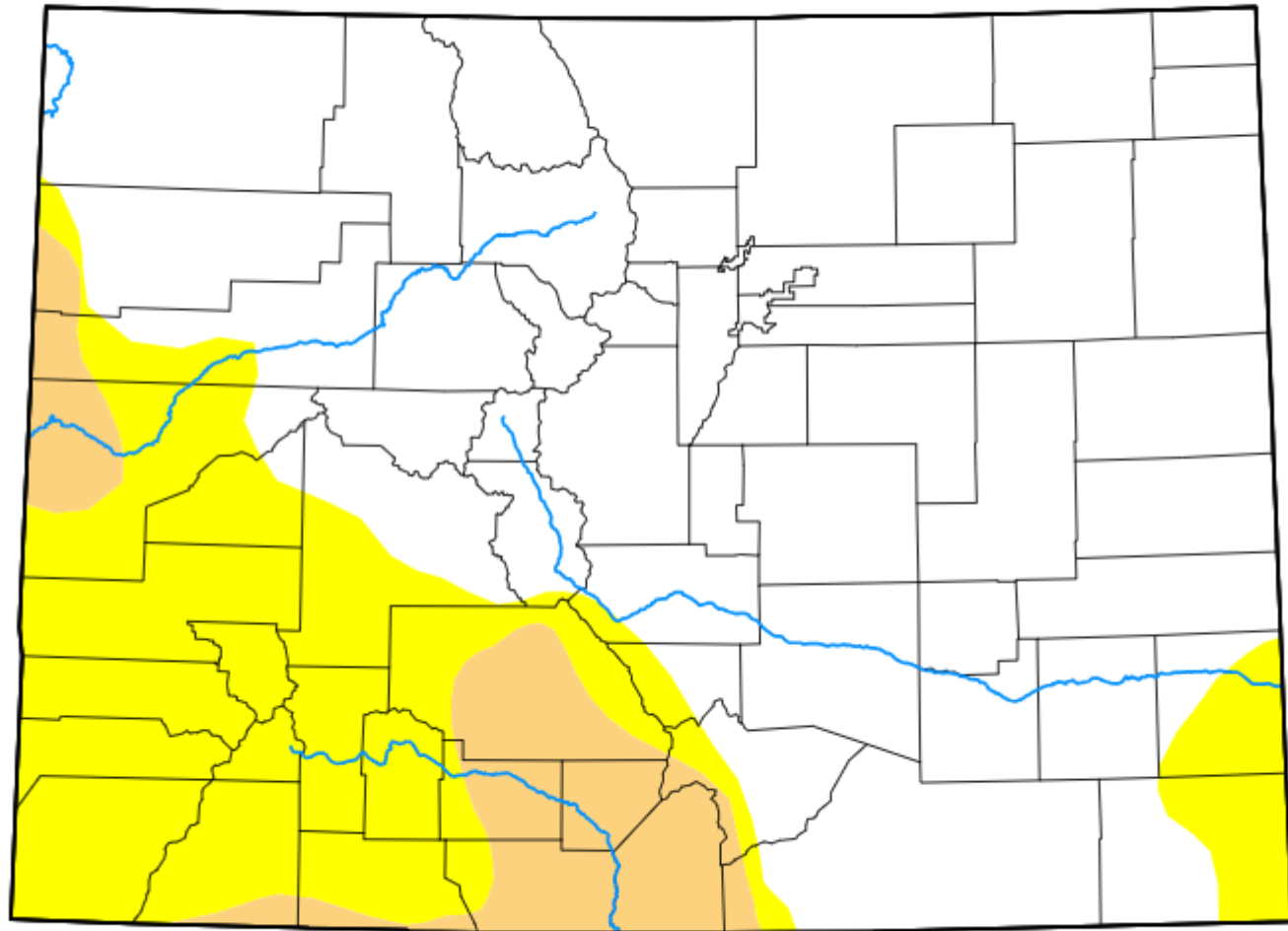




April 11, 2023

Intensity

	None
	D0 (Abnormally Dry)
	D1 (Moderate Drought)
	D2 (Severe Drought)
	D3 (Extreme Drought)
	D4 (Exceptional Drought)
	No Data



April 9, 2024

Intensity

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

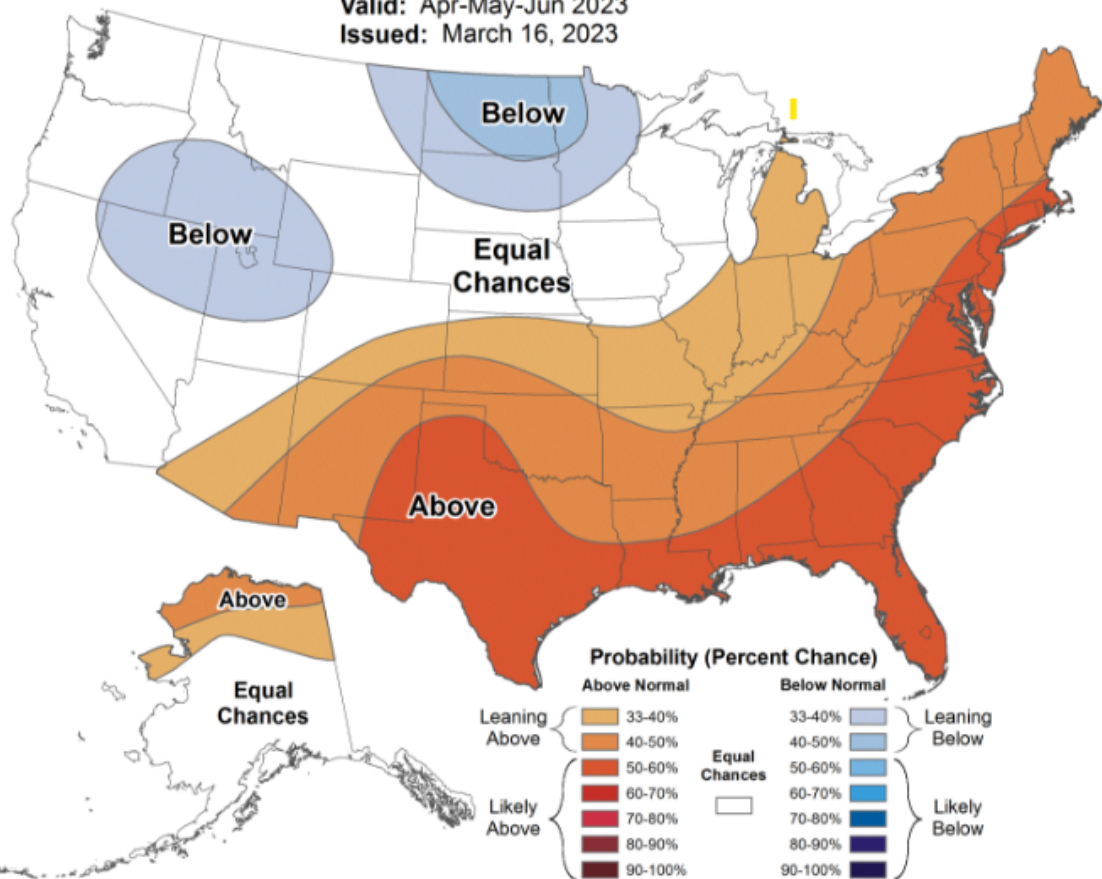




Seasonal Temperature Outlook



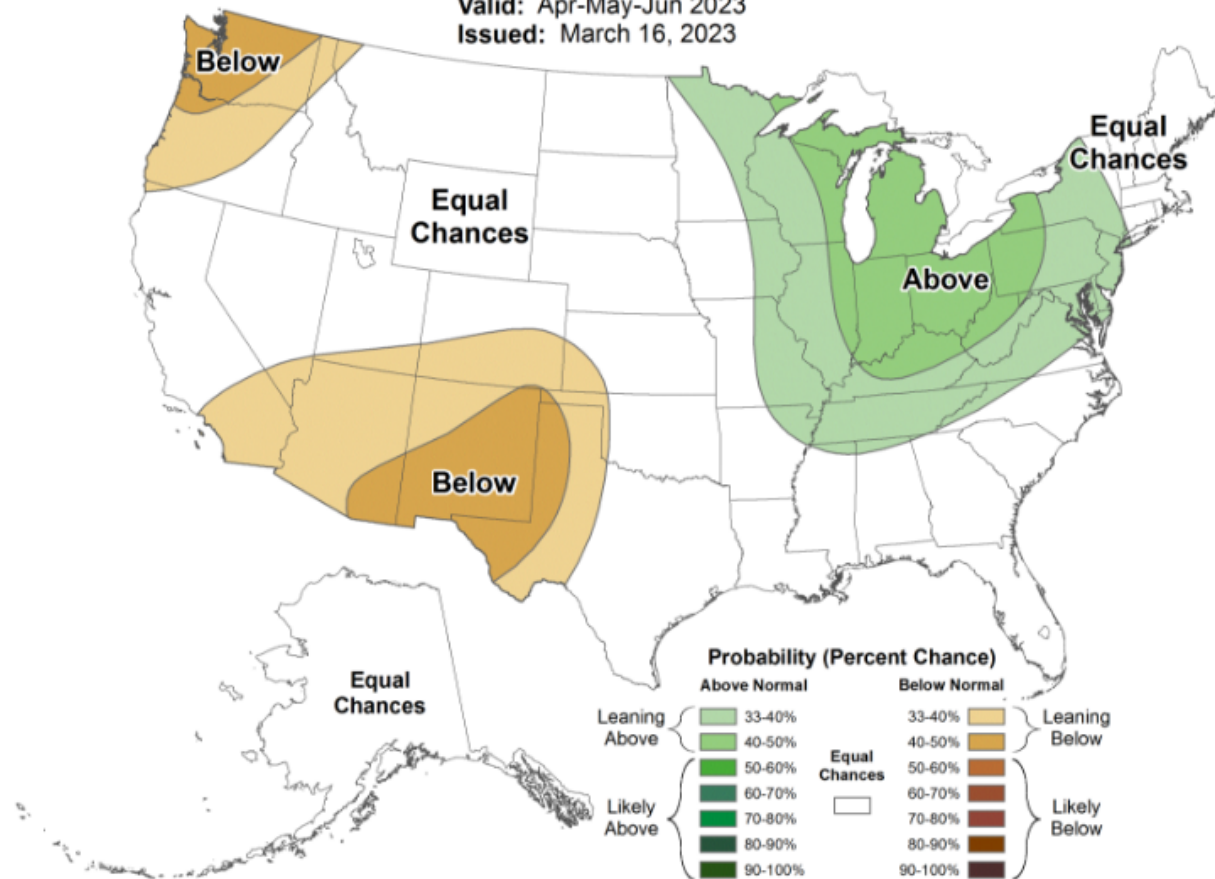
Valid: Apr-May-Jun 2023
Issued: March 16, 2023



Seasonal Precipitation Outlook



Valid: Apr-May-Jun 2023
Issued: March 16, 2023

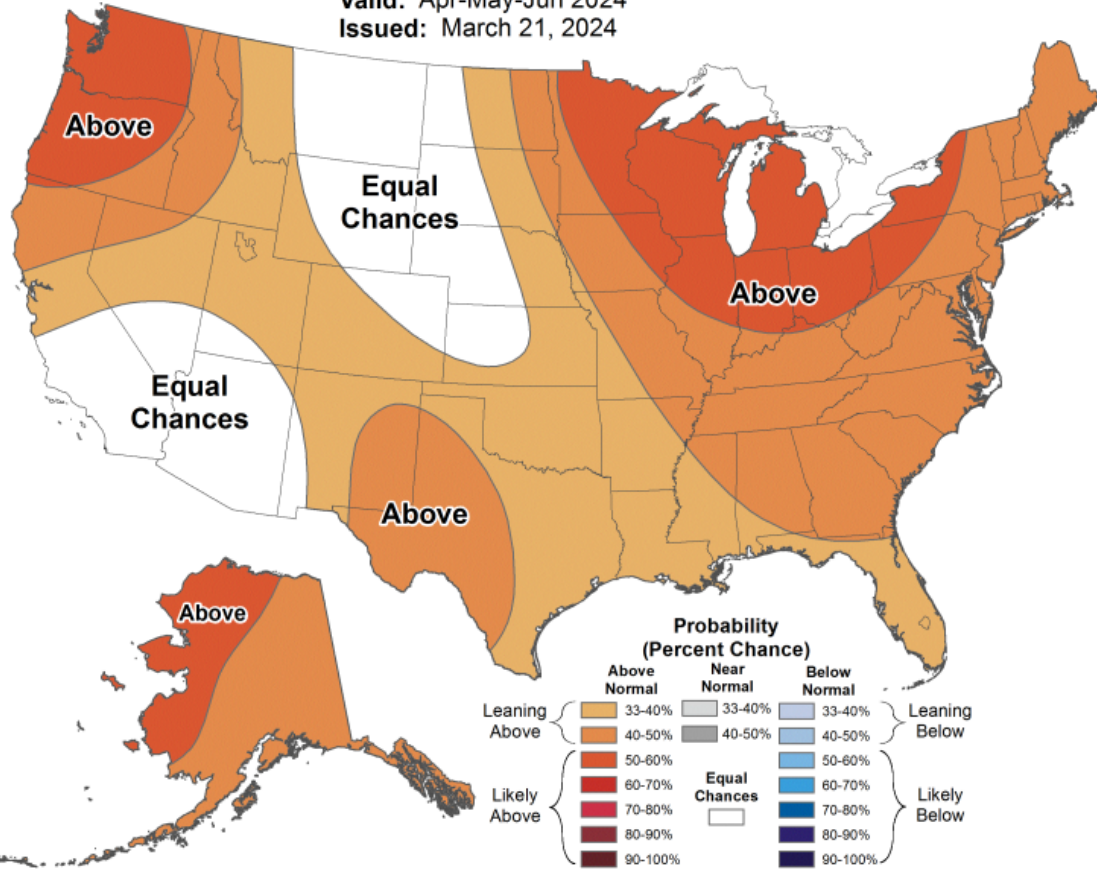




Seasonal Temperature Outlook



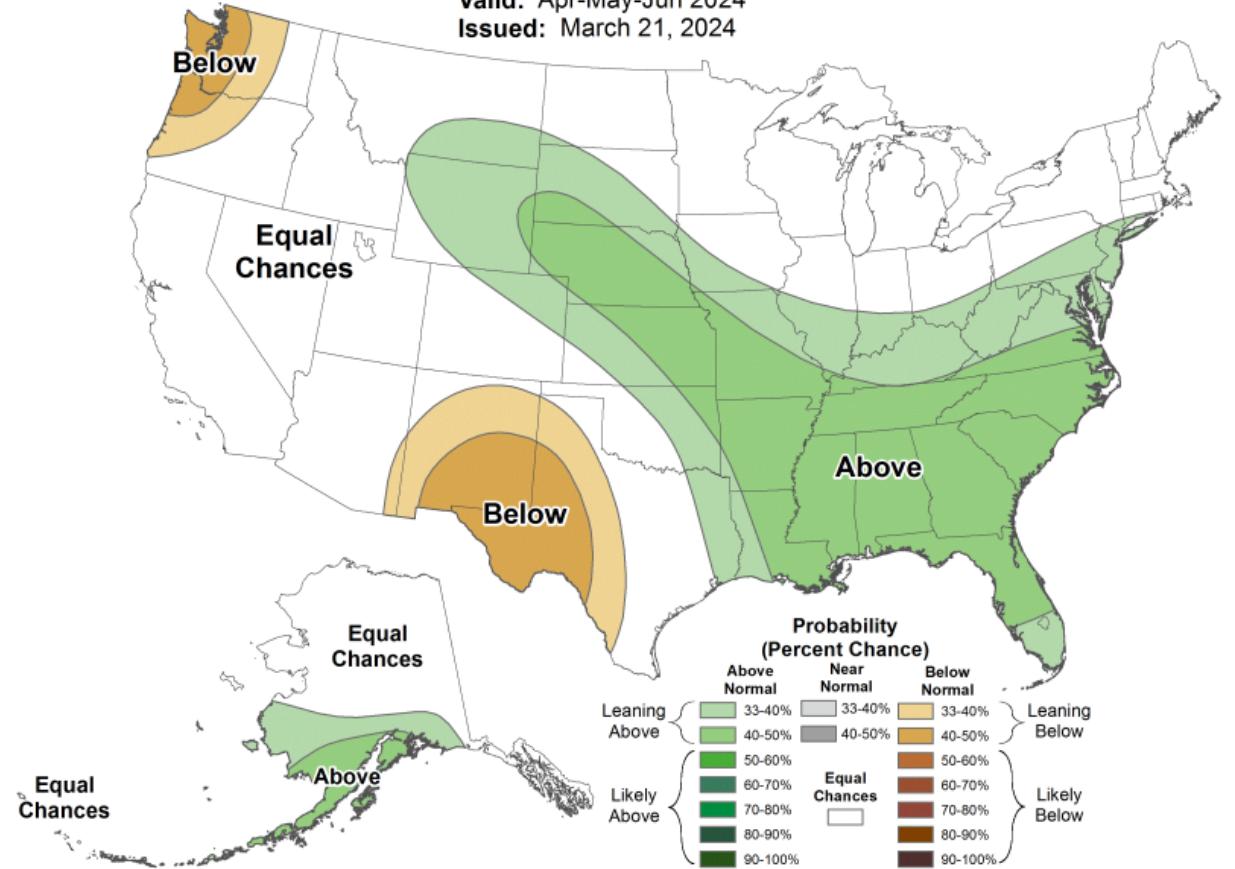
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Issued: March 21, 2024



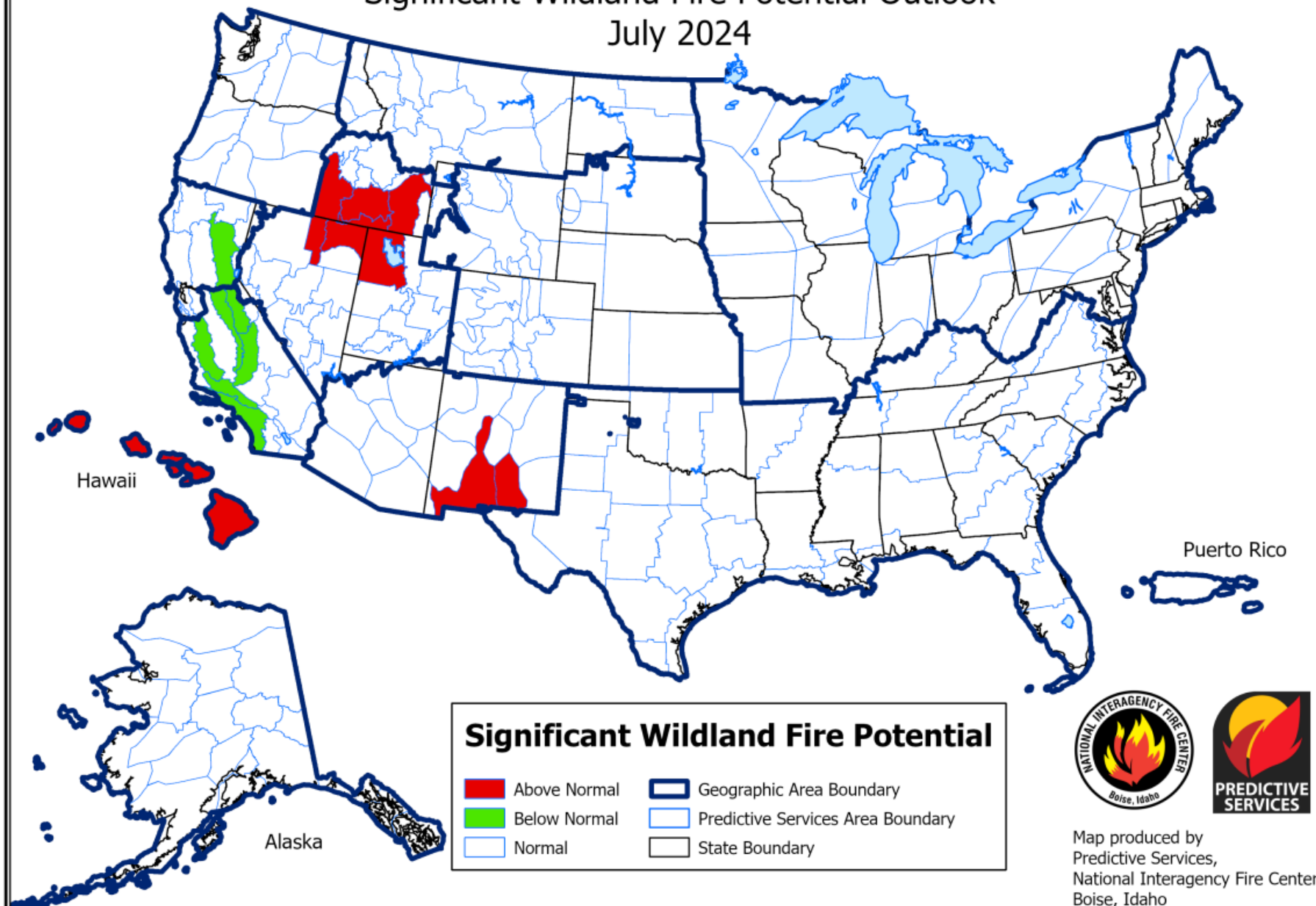
Seasonal Precipitation Outlook



Valid: Apr-May-Jun 2024
Issued: March 21, 2024



Significant Wildland Fire Potential Outlook July 2024



Above normal significant wildland fire potential indicates a greater than usual likelihood that significant wildland fires will occur.
Significant wildland fires should be expected at typical times and intervals during normal significant wildland fire potential conditions.
Significant wildland fires are still possible but less likely than usual during forecasted below normal periods.

Map produced by
Predictive Services,
National Interagency Fire Center
Boise, Idaho
Issued April 1, 2024
Next issuance May 1, 2024

Target Storage Assumptions

- 70% quota from Northern (issued Apr 13)
- GLIC dividends for dry-year
- 2012 water demands
- No additional pumping of Windy Gap water
- 500 acre-feet of directs unable to be treated due to water quality issues from Cameron Peak fire impacts



21,300 AF Target Storage

Source	April 2024 Storage (acre-feet)	Demands/ Losses (April 2024 - March 2025) (acre-feet)	Yields (April 2024 - March 2025) (acre-feet)	April 2025 Projected Storage (acre-feet)
	(1)	(2)	(3)	(4)
NCWCD (C-BT)	18,085	12,272	11,402	17,215
WINDY GAP	452	2,682	0	0
GLIC SYSTEM	13,576	9,861	9,525	13,240
TUNNEL	884	1,000	1,000	884
TOTAL	32,997	25,815	21,927	31,339

Recommendations

- Declare “Adequate Water Year”
- Maintain target storage volume at 21,300 AF
- Continue long-term rentals
- Rent excess supply



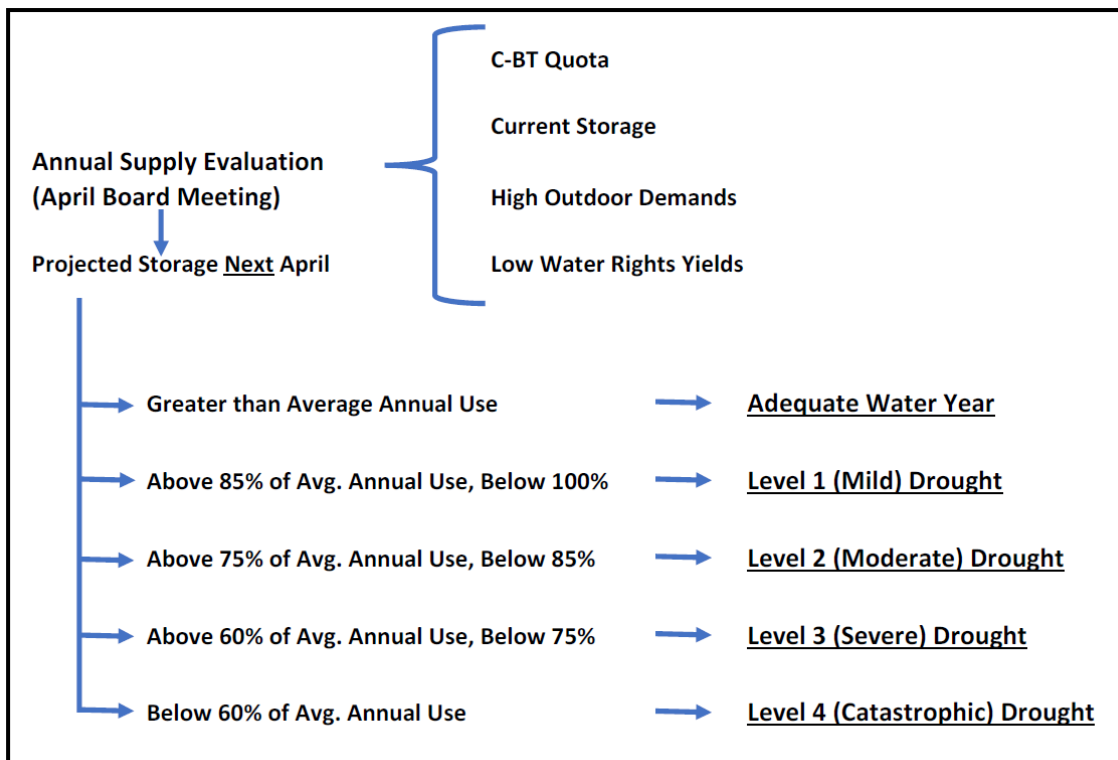


MEMORANDUM

TO: Sean Chambers, Water and Sewer Director
FROM: Alex Tennant, Water Resources Administrator II
DATE: April 10, 2024
RE: April 2024 Water Supply Update and Adequacy Determination

OBJECTIVE

In accordance with the Drought Emergency Plan, staff will report the water supply status to the Greeley Water and Sewer Board (“Board”) in April, July and November of each year. Previous modeling analysis has shown that the amount of water needed in storage to supply the citizens of Greeley for 12 months is approximately 21,300 acre-feet. When this target storage level is met, the Board can declare an “adequate water year” with normal watering restrictions. The following graphic illustrates the process for determining the projected target storage volume for April 2025.



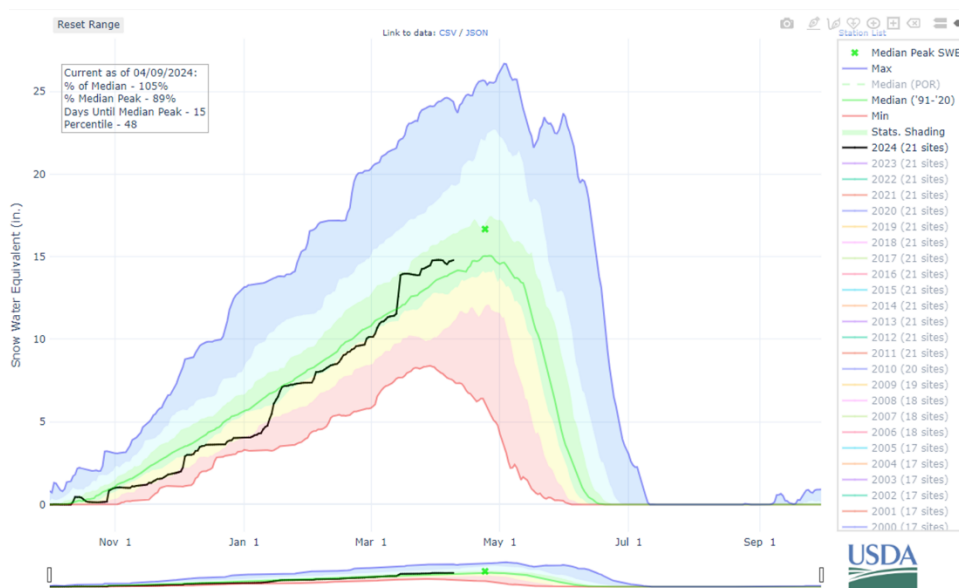
SERVING OUR COMMUNITY • IT'S A TRADITION

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

BACKGROUND

Last summer between May and July was one of the wettest spring climate patterns the front range has experienced in several years. The moisture and extended runoff period allowed for reservoirs to fill and direct flow diversions from ditch companies to provide a large portion of the required irrigation water in the South Platte basin. Thus, we entered water year 2024 with above average reservoir storage basin wide. The lower South Platte reservoirs filled early in the winter which allowed for the DWR to remove any controlling river call to which Greeley would owe RFOs. Snowpack started slow and most of the northern front range experienced a warm winter with less than average snowfall; however, the mountains across the state received consistent snowfall which currently sits at 105% of average in the South Platte Basin and 107% in the Colorado Headwaters Basin. Northern Water's Streamflow forecast shows the most probable runoff scenarios for Greeley's supply basins are at or above 100% of average.

Colorado is largely free of drought with only the southwestern portion of the state in abnormally dry or moderate drought conditions. The South Platte basin indicates no drought development likely based upon the 3-month temperature and precipitation forecasts showing average temperatures and above-average precipitation.



The Greeley System Storage Analysis table for Water Year 2024 projects the storage levels in April 2025 will be approximately 31,339 acre-feet (table on following page). This projection includes a 60% CBT quota, full Greeley Loveland Irrigation Company dividends, no Windy Gap pumping, and average Laramie Poudre Tunnel yield.

Wildfire potential is projected to be moderate, and we expect impacts to continue in modified form from the Cameron Peak burn scar. Therefore, we also have reserved 500 acre-feet of CBT to replace Poudre directs in anticipation that water quality from the fire will prevent treatment of directs approximately 25% of the irrigation season. Similar to 2023, we are also finalizing an agreement with a local irrigation company to trade our directs for C-BT they have stored in Horsetooth Reservoir when we cannot treat river water.

SERVING OUR COMMUNITY • IT'S A TRADITION

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	April 2024 Storage (acre-feet)	Demands/Losses (April 2024 - March 2025) (acre-feet)	Yields (April 2024 - March 2025) (acre-feet)	April 2025 Projected Storage (acre-feet)
Source	(1)	(2)	(3)	(4)
NCWCD (C-BT)	18,085	12,272	11,402	17,215
WINDY GAP	452	2,682	0	0
GLIC SYSTEM	13,576	9,861	9,525	13,240
TUNNEL	884	1,000	1,000	884
TOTAL	32,997	25,815	21,927	31,339

RECOMMENDATION

The projection for the April 1, 2025 storage volume exceeds the target storage volume and we anticipate a strong runoff in the next few months. Staff recommends the Board declare an adequate water year and that supplies be made available for immediate rental to agriculture while assuring target storage does not fall below 21,300 acre-feet.



Water & Sewer Agenda Summary

April 17, 2024

Key Staff Contact: Kelen Dowdy, Water Resource Planning Manager

Title:

Integrated Water Resource Plan (IWRP) Update

Summary:

To continue the benefits of the Integrated Water Resources Plan (IWRP) beyond the completed plan, an adaptive planning process has been adopted by the department. This process includes annually assessing core adaptive planning questions which will help to identify any signposts or triggers for necessary planning action. This presentation will walk through the key questions, their answers, and the data used to support any recommendations.

Recommended Action:

Informational Only

Recommended Motion:

N/A

Attachments:

1. IWRP Adaptive Plan Update 2024
2. IWRP Adaptive Plan 2024 Dashboard

IWRP: Annual Adaptive Plan Update

City of Greeley
Water and Sewer Department



Agenda

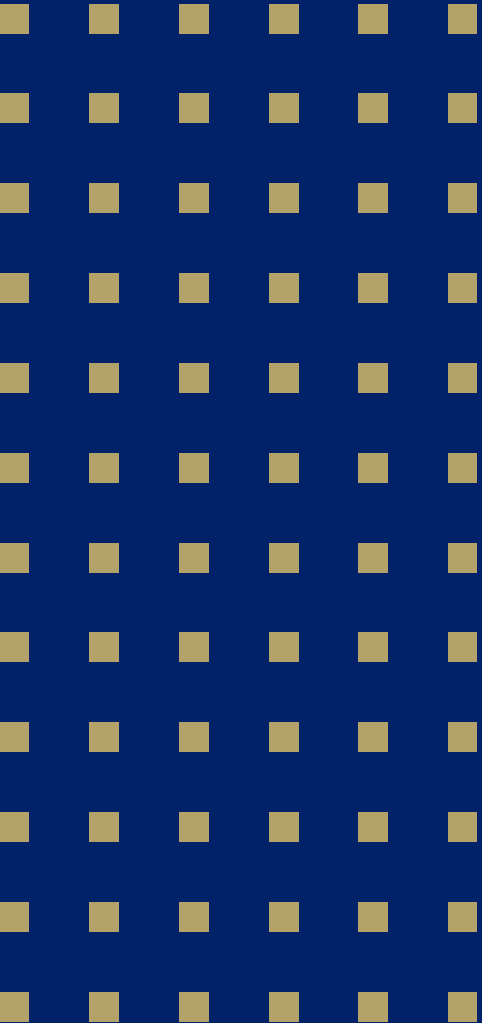


- IWRP refresher
- Adaptive Plan
 - Overview
 - Key Questions
- Findings Summary

IWRP Vision Statement

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

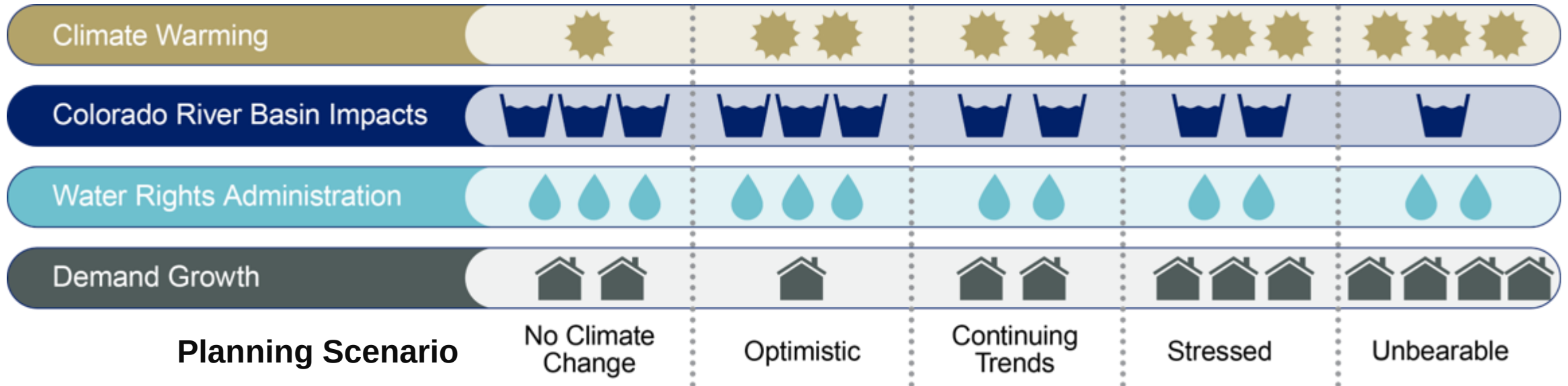


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IWRP Refresher

What futures did the IWRP plan for?

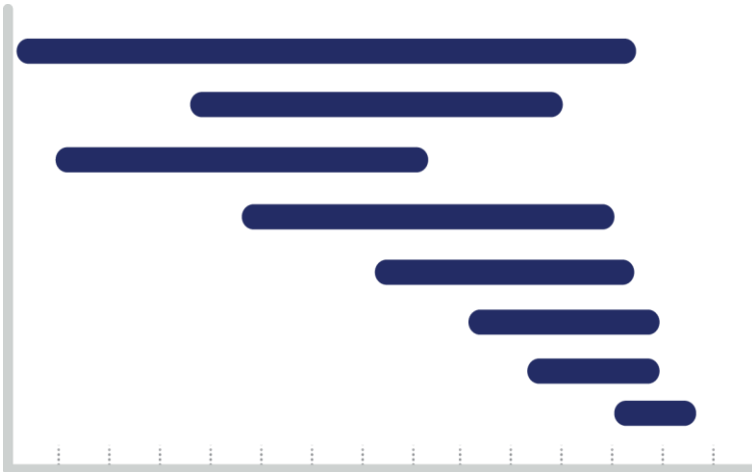
- “Planning Scenarios” were defined to vary important future water supply conditions



How will Greeley use its IWRP?

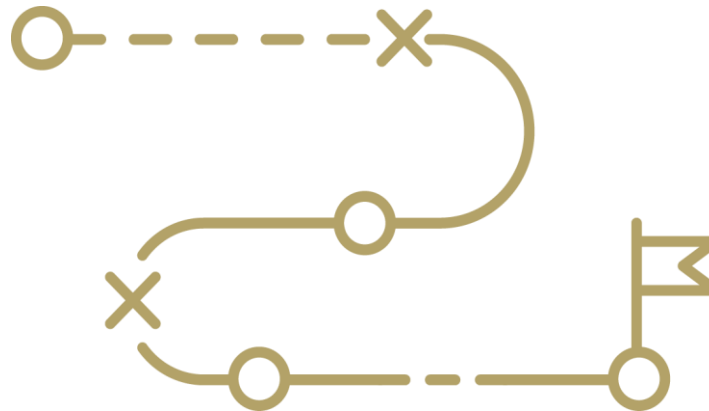
1

Detailed 10-year plan for the water supply system



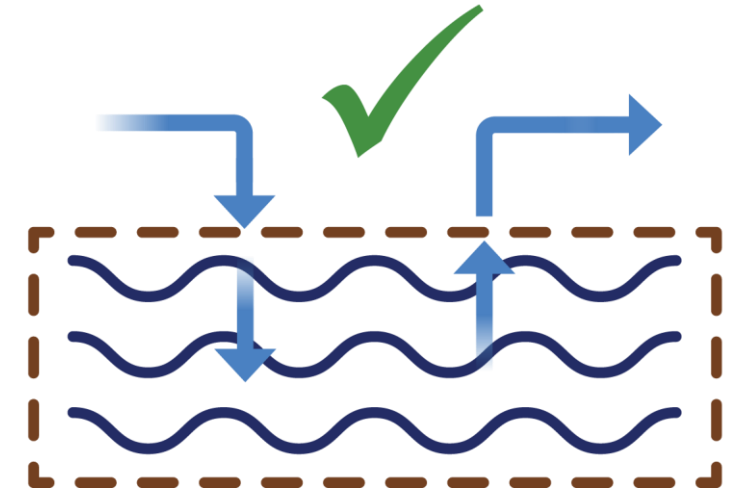
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Process to trigger implementation of the Terry Ranch Project



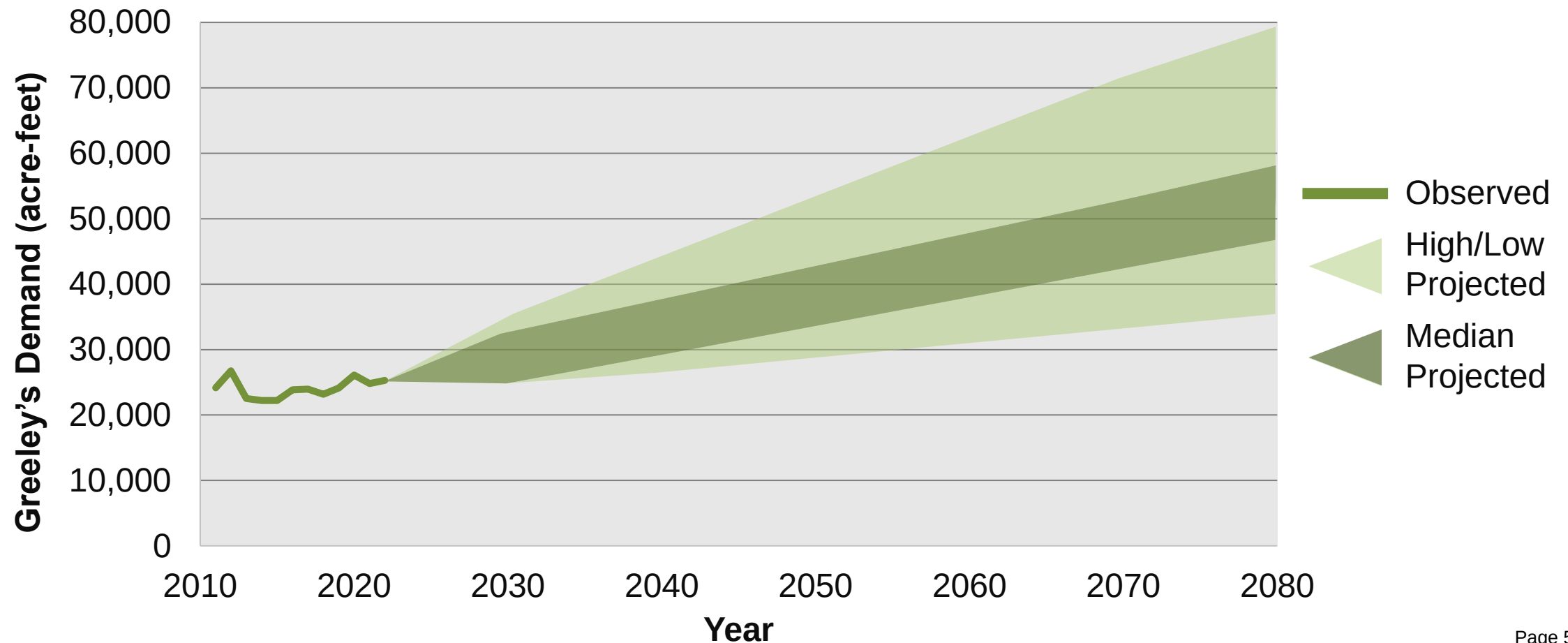
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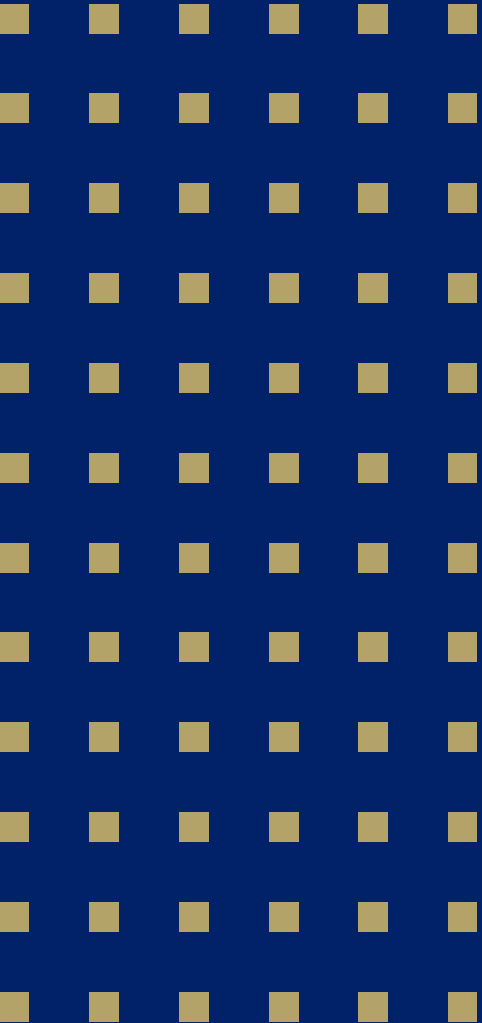
Establish long-term Terry Ranch use and if that use is sustainable



What could Greeley's future water demands be?

- Unclear when demand growth will resume
- Future demands highly variable



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Adaptive Plan

Adaptive Plan Overview

Key Questions

What is Adaptive Planning?

- Recognizes uncertainty around IWRP outcomes and recommendations
 - Demand growth, climate change, water rights
- Establishes process to monitor and respond to changes
 - Actions that Greeley will complete annually
- Extends life of IWRP to improve water supply system sustainability

Adaptive Plan Implementation

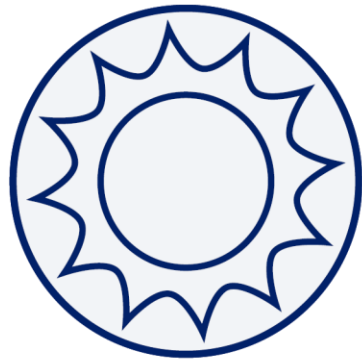
- Identify important on-going questions Greeley needs to monitor.
 - Ensuring water supply is sustainable and affordable
 - Responding to water resource opportunities
 - Monitoring factors that could change IWRP outcomes
- Monitor “indicators” to provide insight into questions
 - Qualitative and quantitative
 - Emphasize flexibility
- Communicate progress to leadership and stakeholder

How will Greeley monitor IWRP outcomes?

- Adaptive Plan defines actions for Greeley to take each year



Monitor Demand
Growth and Water
Supply Conditions



Evaluate
Terry Ranch
Triggers



Update Terry Ranch
Implementation
Plan



Assess Water
Rights Changes
and Acquisitions



Review Other
Water Supply
Opportunities

Complete Adaptive Plan Actions Each Year

Adaptive Plan Key Questions



When Does Terry Ranch need to supply water?



How is Terry Ranch being implemented over the next 5-10 years?



What is the status of Greeley's water rights?



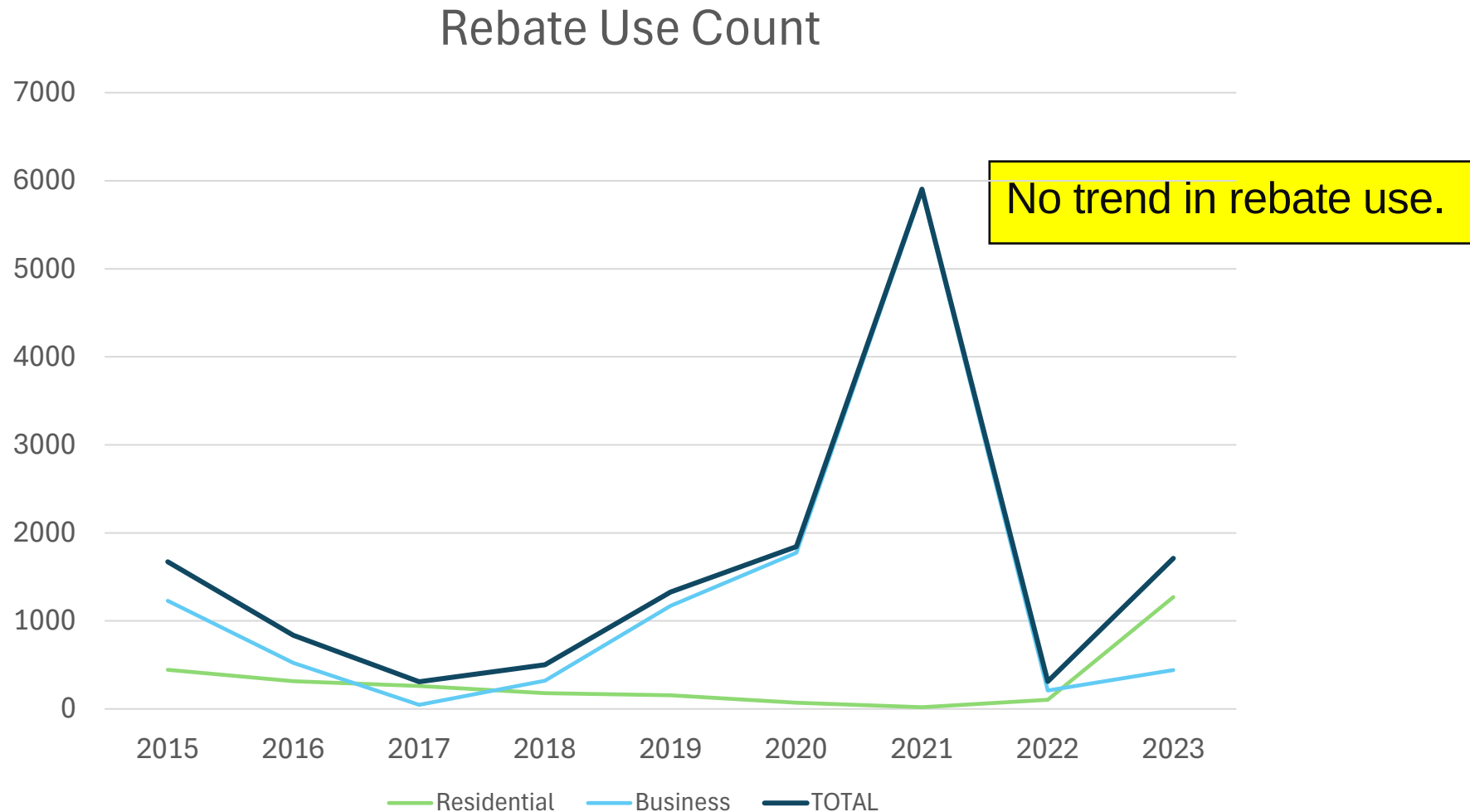
Are there other water resources opportunities to consider?



Has there been a change in the major trends that could trigger a study?



When Does TR need to supply water?

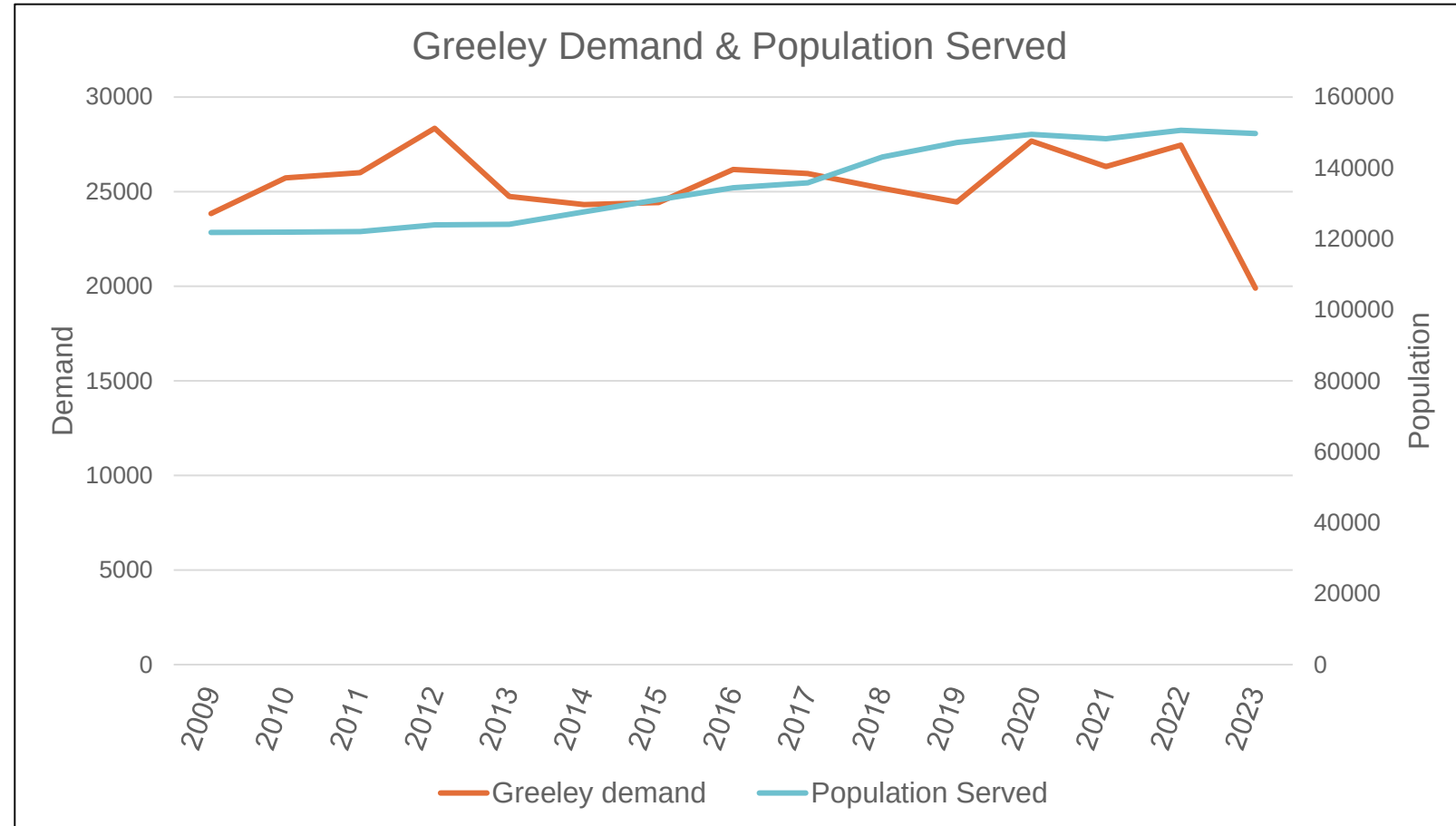




When Does TR need to supply water?

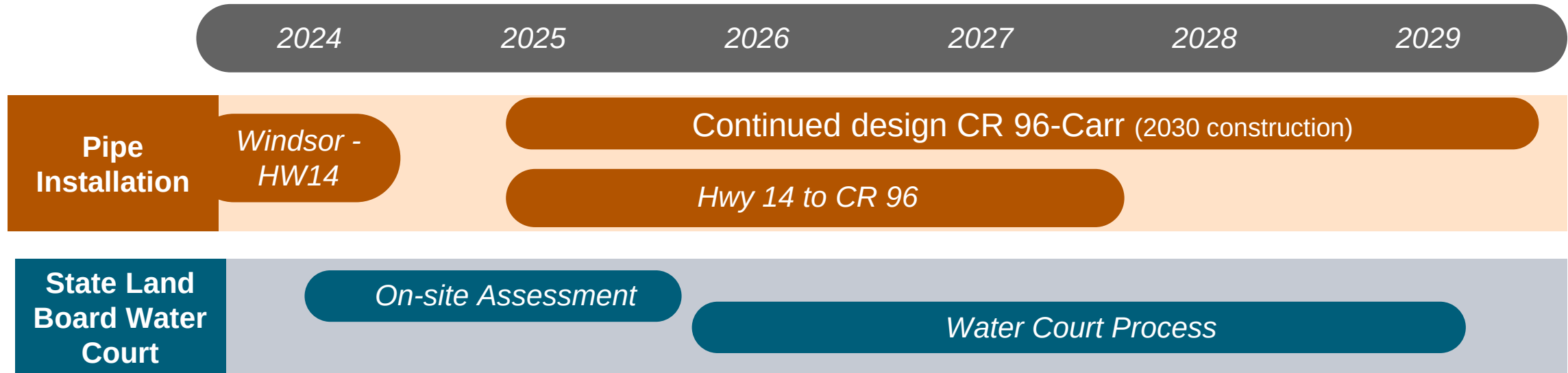
No Change to TR Strategy

Until sustainable demand growth occurs, Greeley's current water supply system as planned is sufficient to meet demands. No change to the Terry Ranch implementation plan is needed.





Terry Ranch Implementation Plan



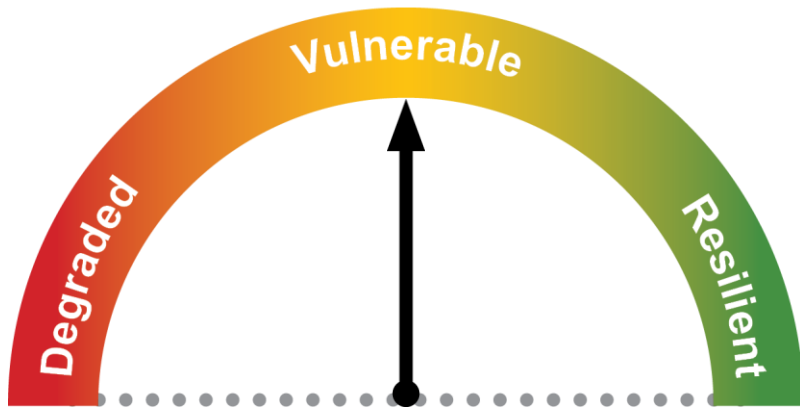


Greeley's Water Rights Status

- Water supply conditions
- Snowpack
- Water Portfolio Status

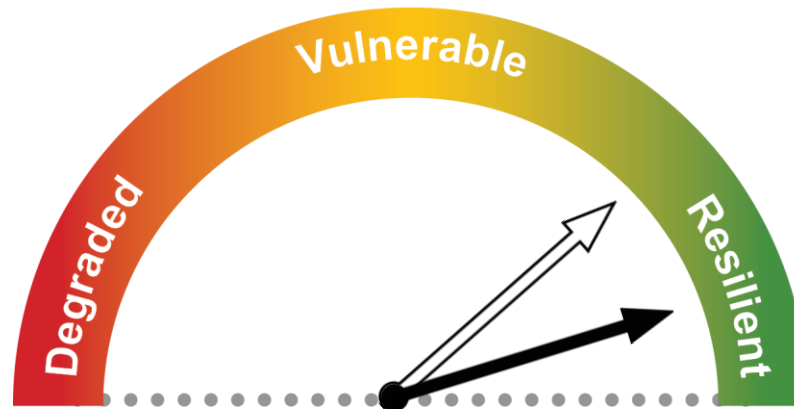


Water Supply Conditions



Colorado System

- While the drought has recovered slightly, the renegotiation of the interim guidelines leaves the system vulnerable



Upper Poudre System

- Yields post-wildfires are resilient and off river days are lowering

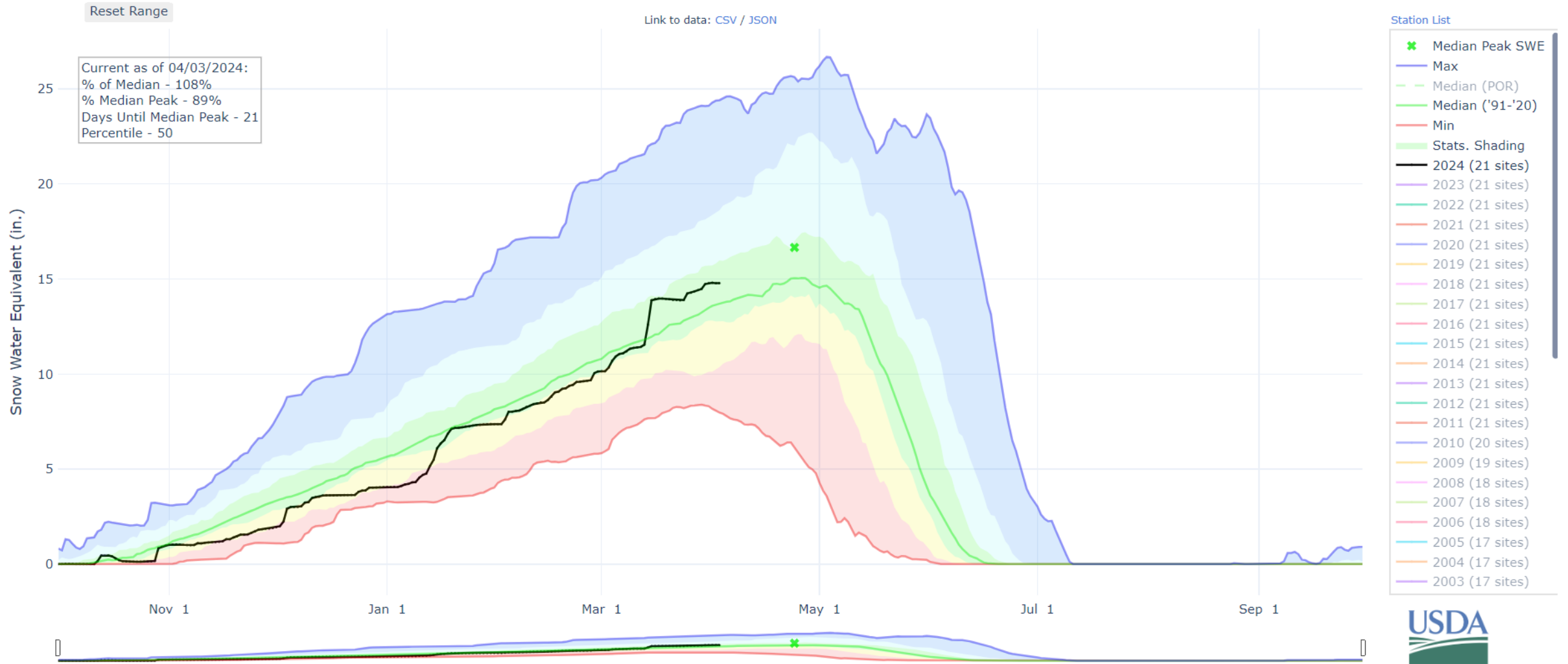


Big Thompson System

- System more exposed to hydrologic variability, however, yields in 2023 were high

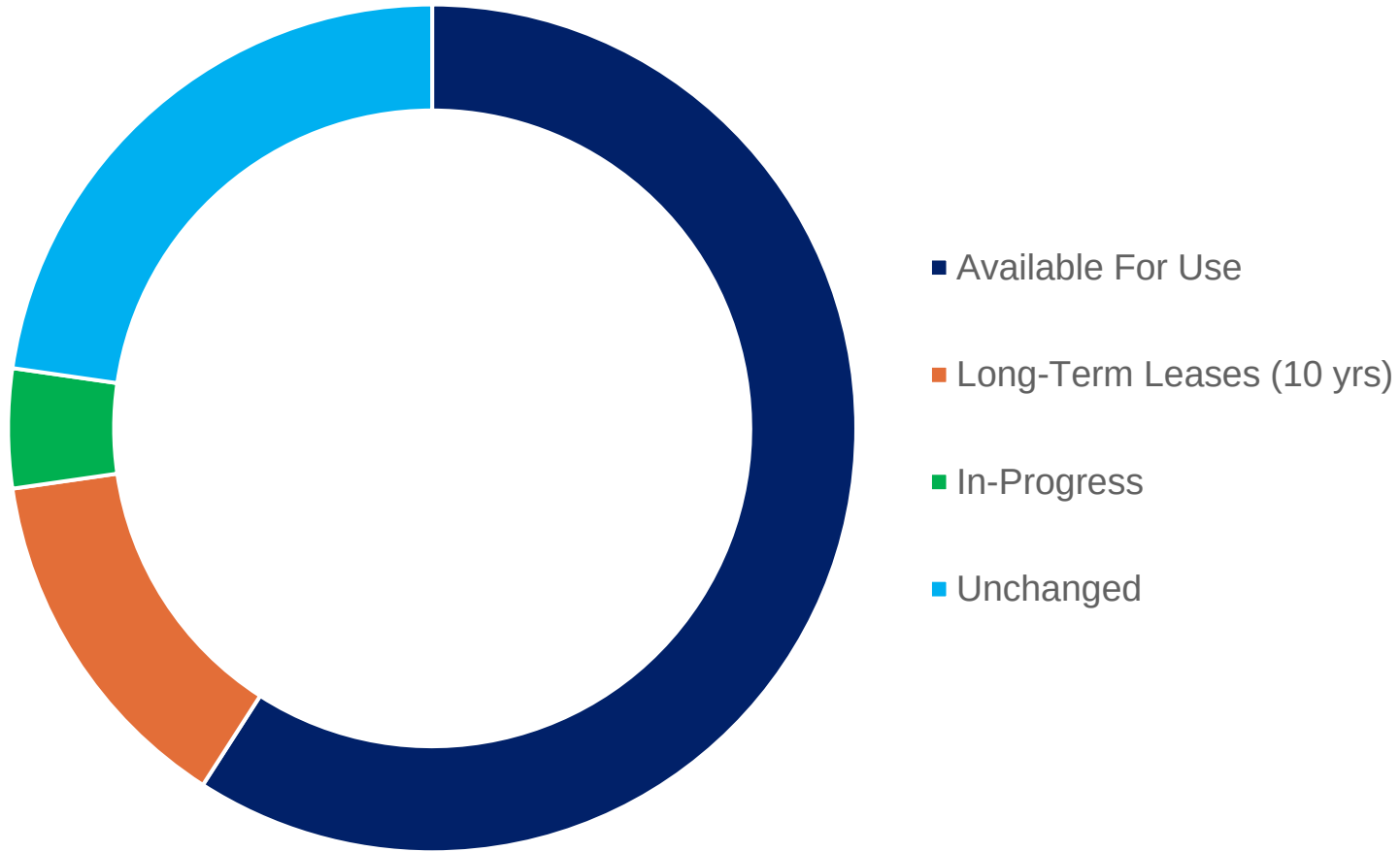


South Platte Basin Snowpack





Water Portfolio Status





Greeley's Water Rights Status

No Change to planning Strategy

- Continue change case process for existing water rights
- Prioritize high-value water rights that can be integrated into Terry Ranch
- Evaluate other water rights opportunities as needed
- Balance financial resources on Terry Ranch implementation and other organizational needs



Other Water Resource Opportunities

Retiming Storage Investigation Project

- Consultant selection April 2024
- Work to begin May/June 2024

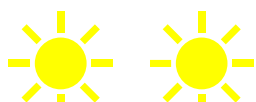
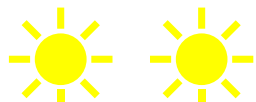
Goals include:

- Identify alternative storage retiming opportunities
- Maximize utilization of current City assets
- Deliver an updated water supply plan



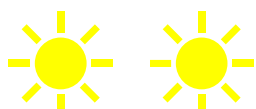
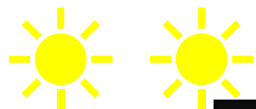


Recent Trends

Planning Scenario Name	Climate Warming	CO River Basin Risk Impacts	Water Supply System Yields	Demands
Unbearable (Hot + High Growth)		 High		
Stressed (Hot + Moderate Growth)		 Moderate		
Continued Trends (Warmer + Growth)		 Moderate		
Optimistic (Warm + Low Growth)		 Low		
No Climate Change (Growth Only)		 Low		
Recent Trends		 Moderate		



Recent Trends

Planning Scenario Name	Climate Warming	CO River Basin Risk Impacts	Water Supply System Yields	Demands
Unbearable (Hot + High Growth)		 High		
Stressed (Hot + Moderate Growth)		 Moderate		
Continued Trends (Warmer + Growth)		 Moderate		
Optimistic (Warm + Low Growth)		 Low		
No Climate Change (Growth Only)		Adaptive Plan Update: Recent trends track within IWRP Planning Scenarios, no re-evaluation required.		
Recent Trends				

Adaptive Plan Key Questions

1. When Does Terry Ranch need to supply water?

Until sustainable demand growth occurs, Greeley's current water supply system as planned is sufficient to meet demands.

2. Any changes in Terry Ranch implementation?

High-priority pipe is being installed and designed, and State Land Board water is being secured.

3. What is the status of Greeley's water rights?

Strategic acquisitions continue and change case progression is consistent with schedule.

4. Are there other water resources opportunities to consider?

Greeley will begin the retiming storage investigation for Terry Ranch later in 2024

5. Has there been a change in the major trends that could trigger a study?

Recent trends align with IWRP Planning Scenarios

'24 IWRP Adaptive Plan Summary



1. When Does Terry Ranch need to supply water?
Until sustainable demand growth occurs, Greeley's current water supply system as planned is sufficient to meet demands.
2. Any changes in Terry Ranch implementation?
High-priority pipe is being installed and designed, and State Land Board water is being secured.
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'24 IWRP Adaptive Plan Summary



1. When Does Terry Ranch need to supply water?

Until sustainable demand growth occurs, Greeley's current water supply system as planned is sufficient to meet demands.

2. Any changes in Terry Ranch implementation?

High-p
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Adaptive Plan Update:

water is

3. What

Strateg
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No suggested change in planning approach

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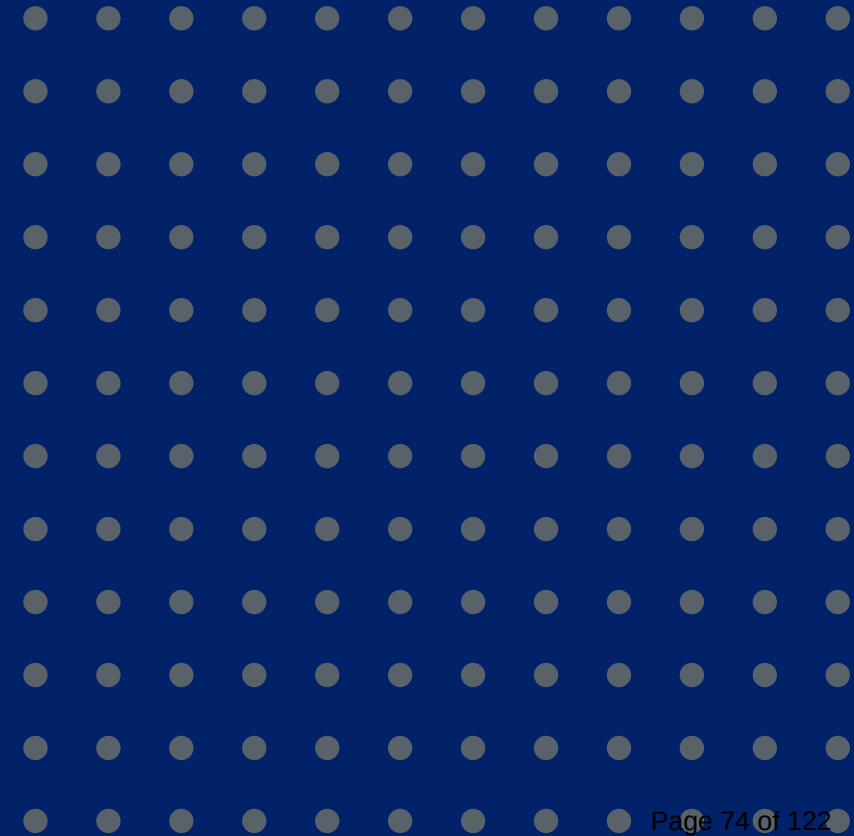
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5. Has there been a change in the major trends that could trigger a study?

Recent trends align with IWRP Planning Scenarios

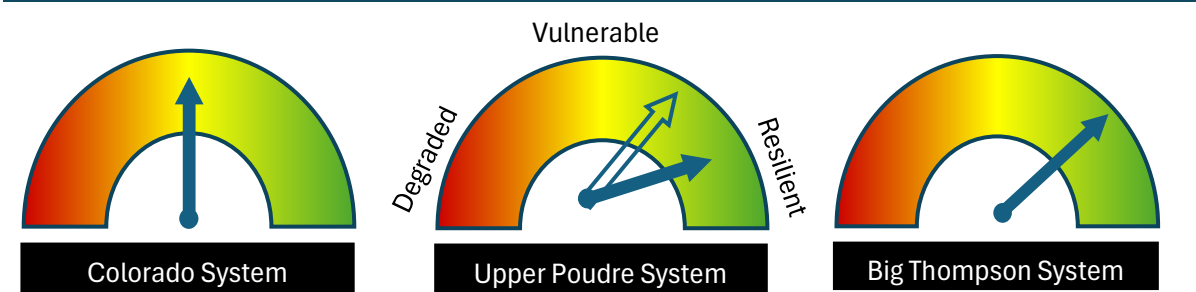
Thank you



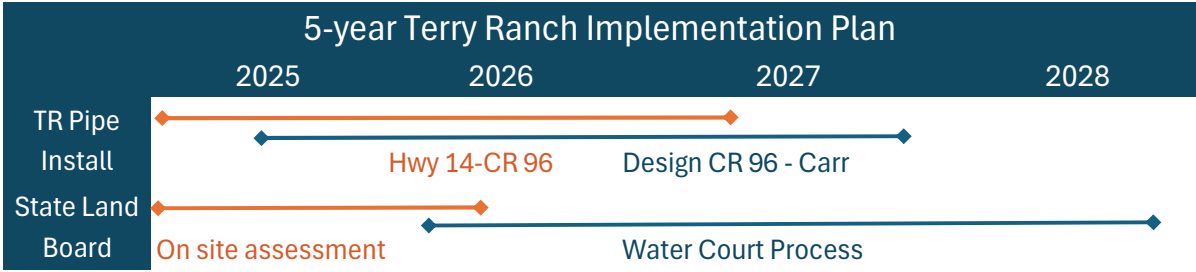
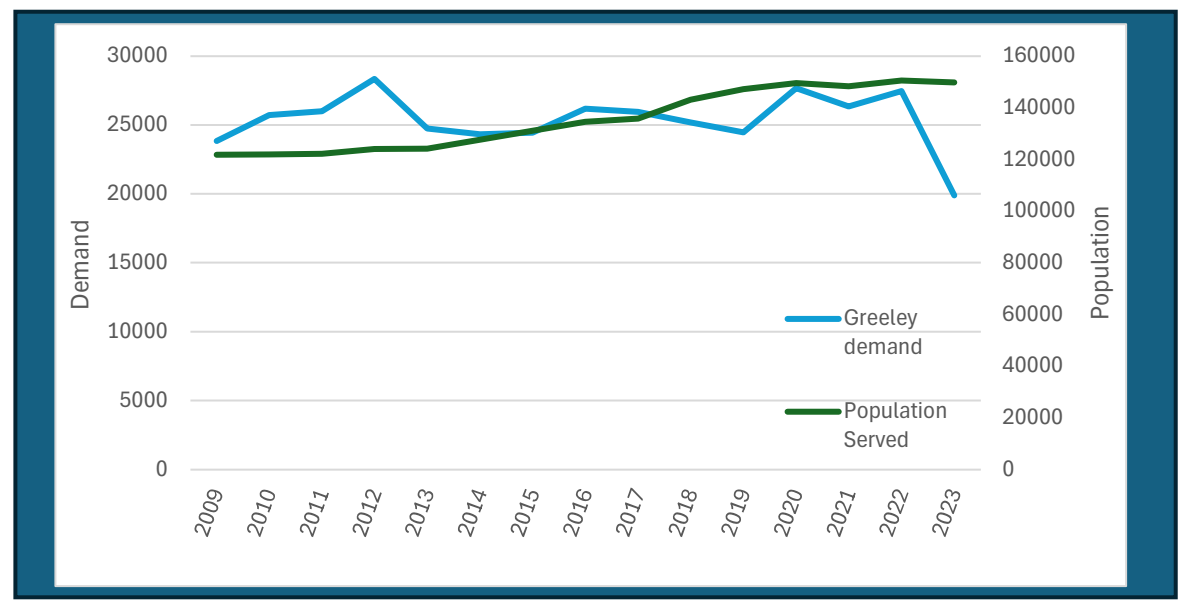
Integrated Water Resources Adaptive Plan Update 2024



Supply Indicators

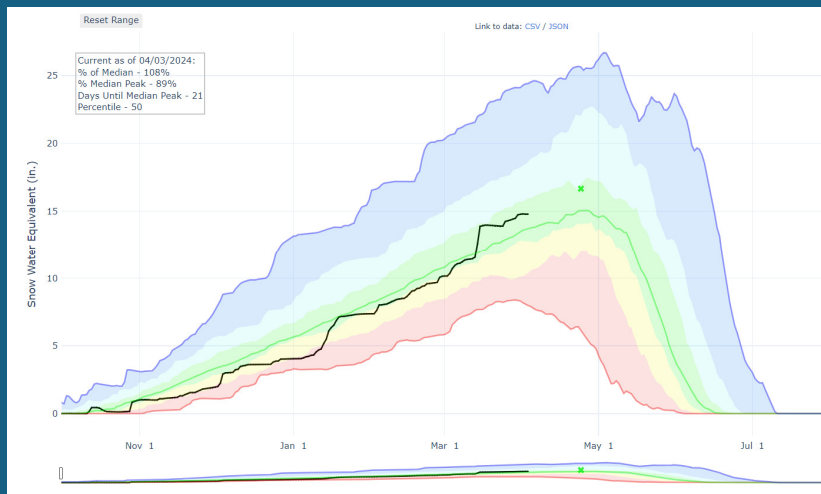


Greeley's Demand

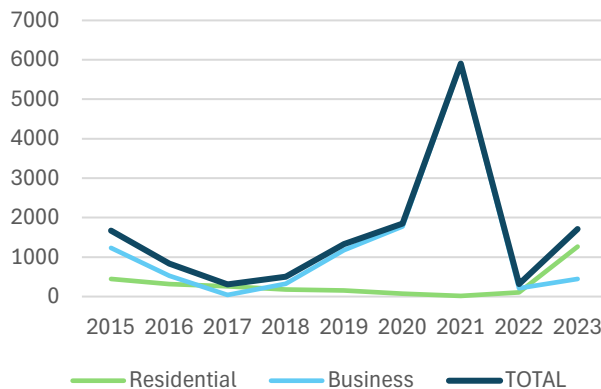


Additional Indicators

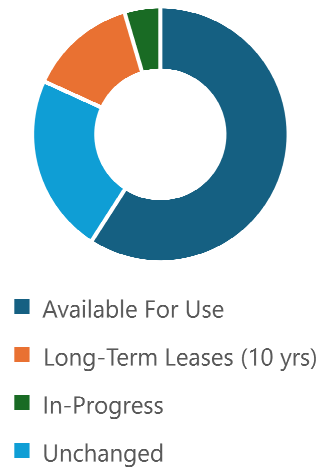
South Platte Basin Snow Back



Rebate Use Count



Water Portfolio Status



Adaptive Plan Summary:

- 1. When does TR need to supply water?** Until sustainable demand growth occurs, Greeley's current water supply system as planned is sufficient to meet demands
- 2. How is TR being implemented over the next 5-10 years?** High-priority pipe is being installed and designed, and State Land Board water is being secured.
- 3. What is the status of Greeley's water rights?** Strategic acquisitions continue and change case progression is consistent with schedule.
- 4. Are there other Water Resources opportunities?** Greeley will begin the retiming storage investigation for Terry Ranch later in 2024.
- 5. Has there been a change in major trends?** Recent trends align with IWRP Planning Scenarios



Water & Sewer Agenda Summary

April 17, 2024

Key Staff Contact: Keri Fishlock, Engineer

Title:

Ordinance of Lead Pipe Removal Update

Summary:

The EPA's Lead and Copper Rule Revisions (LCCR) require the city to develop an inventory of all public and private water service line materials and remove lead service lines. The city is offering a free program to replace customer service lines that are found to contain lead. The City is proposing a new ordinance to prohibition lead service lines, require removal of lead service lines, and comply with LCCR Regulations.

Recommended Action:

Informational only

Recommended Motion:

N/A

Attachments:

1. Lead Service Line City Ordinance
2. Draft Ordinance - Lead Pipe Prohibition



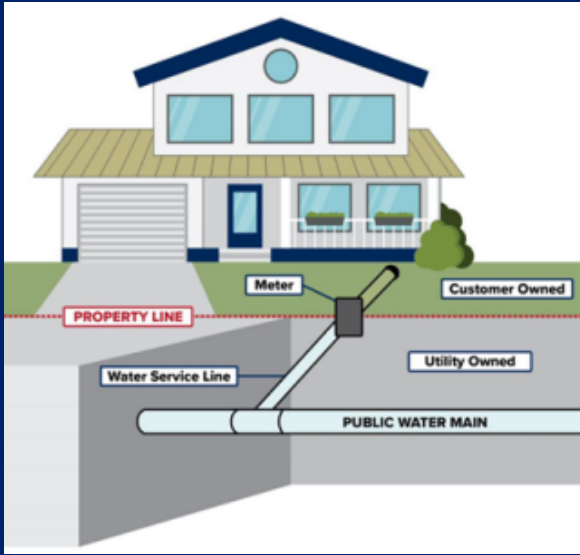
City Ordinance for Prohibition of Lead Service Lines (Including Private Systems)

Adam Prior
Chief Engineer

Keri Fishlock
Project Manager



Water & Sewer Board Presentation
April 17th, 2024



Lead Inventory & Removal Project

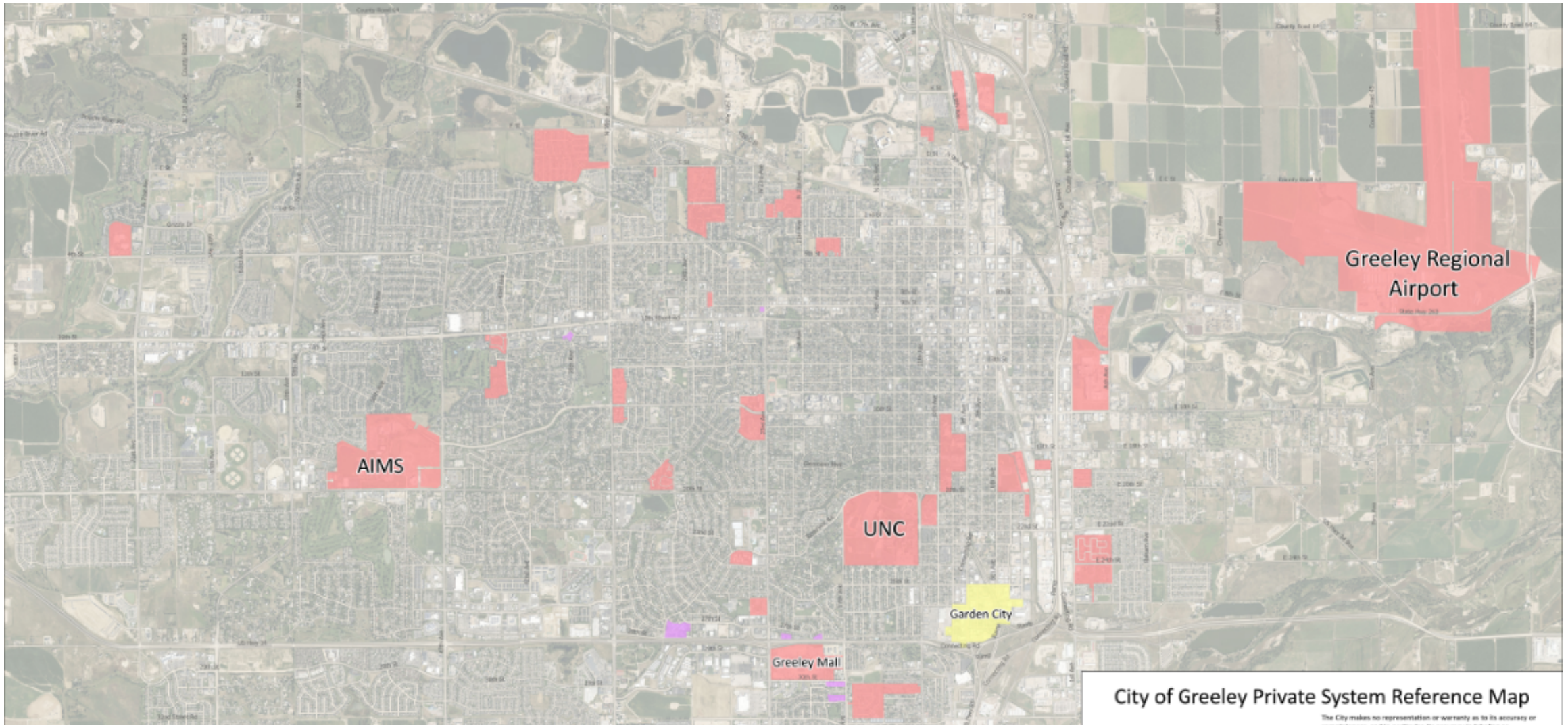
In November 2023 we presented a proposed city ordinance to support:

- Removal of lead service lines
- Compliance with LCRR Regulations
- Protection of public health
- We have since updated this proposed ordinance; it now includes specific requirements for Private Potable Water Systems.
- Additional protection of tenants

What is a Private Potable Water System?

Private potable water system means a water system, located wholly within the city, that is connected to the city's water system but privately owned and maintained. A private potable water system includes systems that are:

1. Connected to the City's water system through a master meter
2. Designated as a private potable water system by the property owner during development of the property,
3. Considered a "Public Water System" under Colorado Department of Health and Environmental policies and regulations.



Map of Private Systems in Greeley

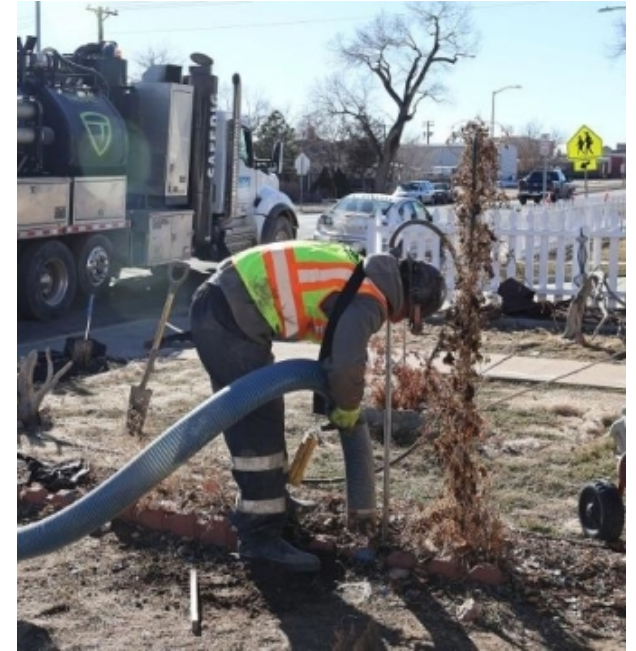
Proposed City of Greeley Ordinance

- Mandates that all potable lead service lines are prohibited and must be **replaced**.
- Prevents irrigation or other non-potable service lines being **repurposed**, unless proof is provided that they are constructed from approved materials.
- Defines the terms of our **access** to properties for the identification of lead service lines through potholing and other testing methods.



Proposed City of Greeley Ordinance

- Gives property owners 60 days to **respond** to City of Greeley notification of lead service line, and requires they **replace** any lead service lines before December 31, 2026 (or within 6 months of notification if that is later).
- Makes Private Water Systems responsible to provide an **inventory** of their system within 60 days when requested; and **replace** any lead lines before December 31st 2026.



Proposed City of Greeley Ordinance

- Any contractor conducting work on property within the city shall notify the city within 60 days if they obtain notice or knowledge that the property for which they have been hired to provide services is being served by a lead pipe service line or water line.



Enforcement, Violations and Penalties

- If a property owner fails to comply:
 - The City may record a notice of lead service line against the property
 - The property may be charged a monthly administrative fee set by resolution of the water and sewer board.
- The city may require the property owner to replace the lead service line prior to:
 - Transfer of water account to new tenant or owner
 - Issuing a permit

Enforcement, Violations and Penalties

After December 31, 2026, the director may also, upon providing six months notice to the property owner, turn off water to the structure or building that is being served by the lead service line until it has been replaced.

Enforcement, Violations and Penalties

- The director may adopt rules, regulations, programs, or policies consistent with this section as may be reasonably necessary to assist property owners in the replacement of any lead service line or water line, including but not limited to in-kind services, or to aid in the administration and enforcement of this section.
- A violation of this section shall be deemed an administrative code violation and shall be subject to penalties set forth in chapter 10 of title 1 of this Code.

Next Steps

- Review of Ordinance language by Water Board - April
- Recommendation to City Council -May
- Proposed action by City Council – May/June

Thank you & Questions



CITY OF GREELEY, COLORADO
ORDINANCE NO. _____, 2024

**AN ORDINANCE AMENDING TITLE 20, CHAPTER 3 OF THE GREELEY
MUNICIPAL CODE RELATING TO THE PROHIBITION OF LEAD PIPES**

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

WHEREAS, Section 17-4 of the City Charter and Section 20-30 of the Greeley Municipal Code authorize and require the Board to acquire, develop, convey, lease, and protect water and sewer assets, supplies, and facilities; and

WHEREAS, under Colorado Revised Statute 31-15-401, City Council is authorized to do all acts and make all regulations which may be necessary or expedient for the promotion of health; and

WHEREAS, the United States Environmental Protection Agency (the "USEPA") adopted regulations to control lead and copper in drinking water and the Colorado Department of Public Health and Environment (CDPHE) directed the City to replace lead service lines in accordance with the USEPA's lead and copper rule; and

WHEREAS, the City believes that providing clean, lead-free drinking water to its residents is a public purpose beneficial to the City as a whole and any benefit to any private landowner in accomplishing this purpose is incidental and subordinate to this primary public and governmental purpose; and

WHEREAS, in 2023, the City created a comprehensive plan to protect families that may be exposed to lead in their drinking water due to lead pipe service lines or lead pipe within a private potable water system; and

WHEREAS, in addition, the City created a program to replace lead pipes on private property ("Lead Service Line Replacement Program") and to protect its residents from the potential dangers of lead in the water; and

WHEREAS, some property owners with lead pipes are not providing consent for the Lead Service Line Replacement Program as fast as is necessary to immediately and effectively achieve regulatory compliance and protect the health and safety of its residents; and

WHEREAS, for the health, safety and welfare of its residents, City Council desires to maintain compliance with the lead and copper rule and all other related state and federal regulations by requiring all property owners to replace lead pipe service lines or any lead pipes within private potable water systems at their own expense.

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

Section 1. That Section 20-193 contained in Chapter 3 Article III Division 3 of Title 20 of the Greeley Municipal Code shall be amended as shown in Appendix A, attached hereto and incorporated herein.

Section 2. Except as explicitly modified in Appendix A, all other provisions of Title 20 of the Greeley Municipal Code shall remain in full force and effect.

Section 3. This Ordinance shall take effect on the fifth day following its final publication, as provided by Section 3-16 of the Greeley City Charter.

**PASSED AND ADOPTED, SIGNED AND APPROVED ON THIS ____ DAY OF _____,
2024**

ATTEST

THE CITY OF GREELEY, COLORADO

By: _____
City Clerk

By: _____
Mayor

APPENDIX A

ORDINANCE AMENDING TITLE 20, CHAPTER 3 OF THE GREELEY MUNICIPAL CODE RELATING TO THE PROHIBITION OF LEAD PIPES

Section 1. That Section 20-193 contained in Chapter 3 Article III Division 3 of Title 20 of the Greeley Municipal Code be amended to read as follows:

Sec. 20-193—~~Reserved~~ Lead Pipe Prohibited.

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meaning ascribed to them in this subsection (a):

Lead pipe service line or lead pipe water line means all or any portion or component of a pipeline that is made of lead, galvanized steel that is or may have been previously located downstream from a pipeline made of lead, or an unknown or unverified material.

Private potable water system means a water system, located wholly within the city, that is connected to the city's water system but privately owned and maintained. A private potable water system includes systems that are: (1) connected to the city's water system through a master meter, (2) designated as a "private potable water system" by the property owner during development of the property, or (3) considered a "public water system" under Colorado Department of Health and Environment policies and regulations.

(b) Prohibition. Lead pipe service lines or water lines that are used to provide potable water service to any property within the city are prohibited and any existing lead pipe service line or water line used for potable water service must be replaced in accordance with this section. No water line, including but not limited to fire, irrigation, or non-potable water lines, may be repurposed for potable water service or any other type of water service until the city determines, based on satisfactory evidence provided by the property owner, that the line is not a lead pipe water line.

(c) Access. The city is authorized to access any property in such areas as it deems necessary and appropriate to identify lead pipe service lines or water lines through potholing or other appropriate testing techniques. Without limiting the city's authority under section 20-85, the City will provide no less than forty-eight (48) hours notice to the property owner if testing requires potholing or similar ground disturbance, except in cases of emergencies. Upon receipt of such notice, the property owners shall ensure safe access to any areas the city deems necessary and appropriate to conduct such testing.

(d) Service Lines. Beginning [effective date of ordinance], all property owners shall contact the city within sixty (60) days if they receive notice or knowledge that their property is being served by a lead pipe service line. After receiving such notice or knowledge, the property owner shall replace the lead pipe service line at their own expense with a service line made from materials approved by the city on or before December 31, 2026, or within six (6) months of receiving such

notice or knowledge, whichever occurs later in time. Within thirty (30) days of replacing the lead service line, the property owner shall submit evidence satisfactory to the city that the lead service line has been replaced. This section does not apply to property owners with a private potable water system.

(e) *Private Potable Water Systems.* Beginning [effective date of ordinance], all property owners with a private potable water system shall inspect and account for any lead pipe service lines or water lines within their systems. Upon notice and request, the property owner shall have sixty (60) days to provide the city with an inventory of any lead pipe within their system. If the property owner identifies any lead pipe service lines or water lines within its system, then the owner shall replace the same at their own expense with a material approved by the city on or before December 31, 2026. Within thirty (30) days of replacing the lead service lines or water lines within its system, the property owner shall submit evidence satisfactory to the city that the lead service line has been replaced.

(f) *Contractors.* Any contractor conducting work on any property within the city shall notify the city within sixty (60) days if they obtain notice or knowledge that the property for which they have been hired to provide services is being served by a lead pipe service line or water line.

(g) *Enforcement, Violations, and Penalties.*

- (1) If a property owner fails to comply with section (d) or section (e), as applicable, and the city receives notice or knowledge that the property is being served by a lead pipe service line or water line, then the city may record a notice of lead pipe service line or water line against the property and charge the owner a monthly administrative fee until the owner replaces all lead pipe. The administrative fee shall be set by resolution of the water and sewer board. In addition, the city may require the owner to replace the lead pipe service line or water line prior to transferring the property's water service account to a new owner or tenant or issuing any permit for the property required by this Code or, after December 31, 2026, and upon six (6) months notice to the property owner, the director may turn off water to the property or the private potable water system until the identified lead pipe service lines or water lines have been replaced.
- (2) The director may adopt policies or establish programs consistent with this section as may be reasonably necessary to assist property owners in the replacement of any lead service line or water line, including but not limited to in-kind services, or to aid in the administration and enforcement of this section.
- (3) A violation of this section shall be deemed an administrative code violation and shall be subject to penalties set forth in chapter 10 of title 1 of this Code.



Water & Sewer Agenda Summary

April 17, 2024

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

Title:

Preliminary Budget Presentation

Summary:

Staff will provide the Water and Sewer Board an overview of the 2025 Budget preparation process and the department's priorities. Board feedback is solicited for inclusion in the Water and Sewer Department's 2025 Budget.

Recommended Action:

Informational Only

Recommended Motion:

N/A

Attachments:

1. 2025 Budget Overview



Water and Sewer 2024 Budget Overview

Erik Dial, Deputy Director – Utility Finance and Customer Service

April 17, 2024



Budget Story

- Largest municipal water utility in Weld County and growing
 - Operational resiliency
 - Customer focused
 - Regulatory compliance and public health
 - Capital investments to refurbish existing facilities and extend infrastructure



Operations

- Large system footprint and complexity for a city the size of Greeley
 - Staffing investments
 - Operational staff for system growth
 - System protection and maintenance
 - Expand in-house construction ability
 - Optimize system for operational effectiveness
 - Operational technology
 - Cybersecurity
 - Master planning

Customer Focus

- Utility Billing and metering investments
 - Staffing
 - New Utility Billing Customer Information System (CIS)
 - Vendor selected – Kickoff pending
 - AMI – Meter replacement program through 2025
- Enhanced communication
 - Key account program
 - Formal/Informal outreach
- Customer ability to pay issues
 - Assistance program
 - Conservation focus on underserved communities



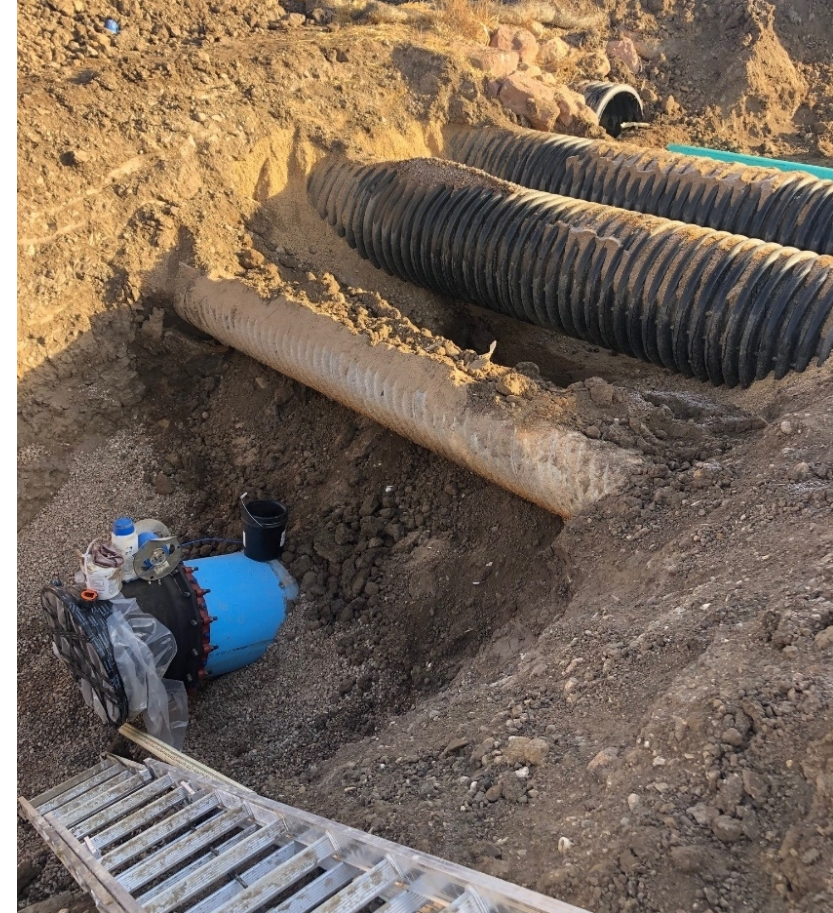


Regulatory Compliance

- Water quality
 - WTRF capital investments
 - Lead and Copper Rule Revision
 - Cross connection control
 - Source water
- Water rights defense

Capital

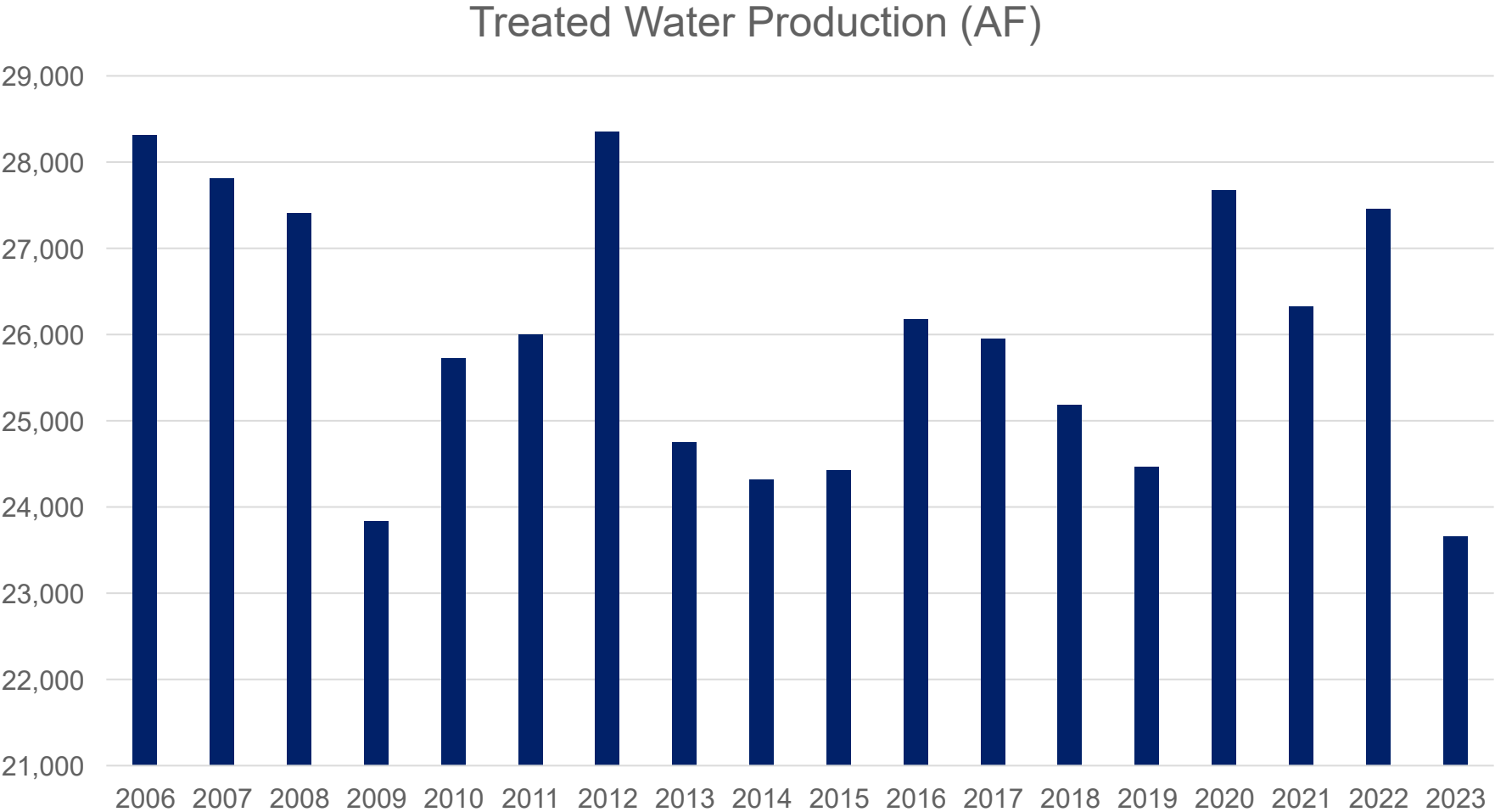
- Replacement/Rehabilitation needs
 - Asset management
- Strategic expansion
- Water rights
- Master Planning



Budget Development Background

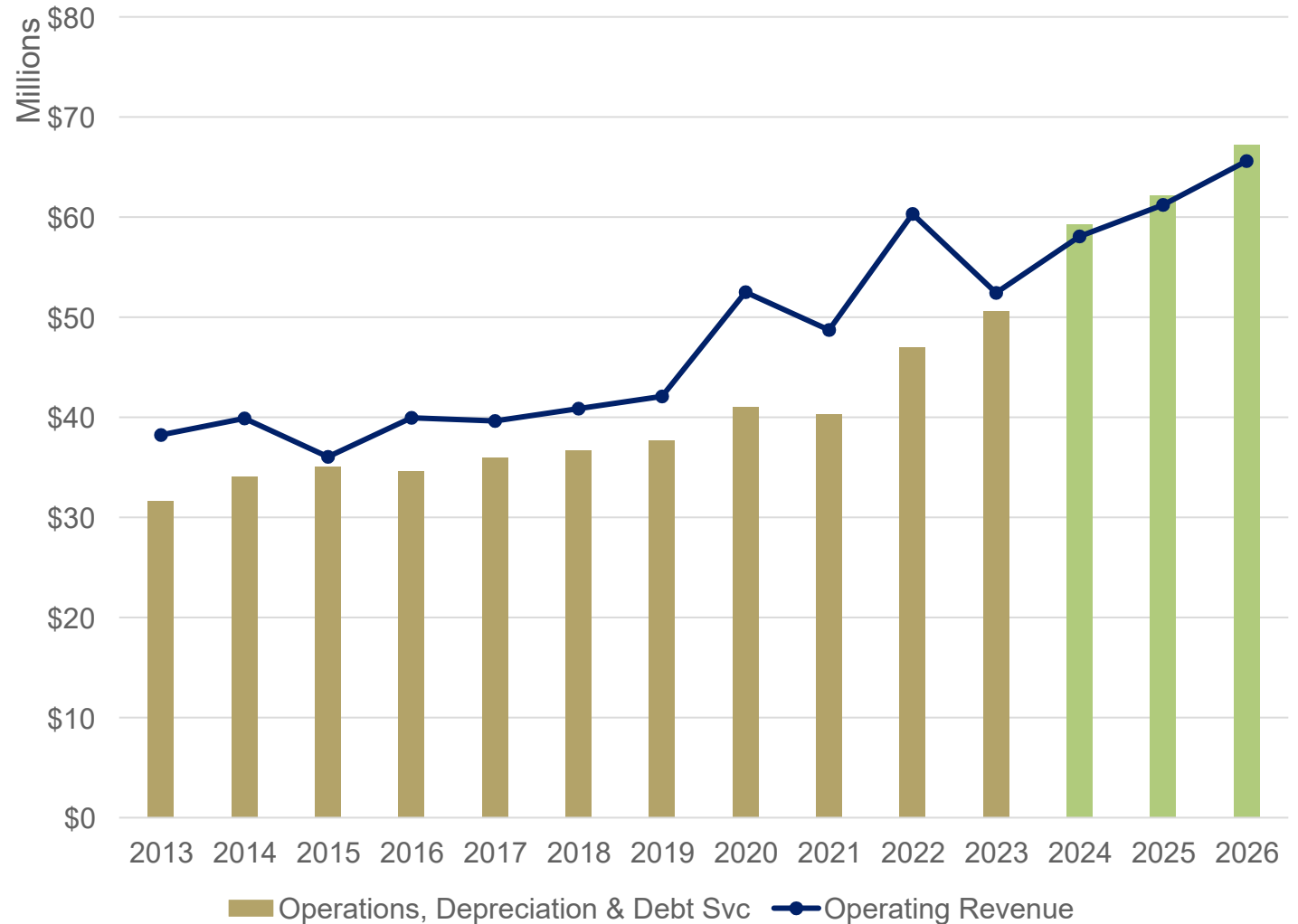


Annual Treated Water Production



Water Operations Financial Overview

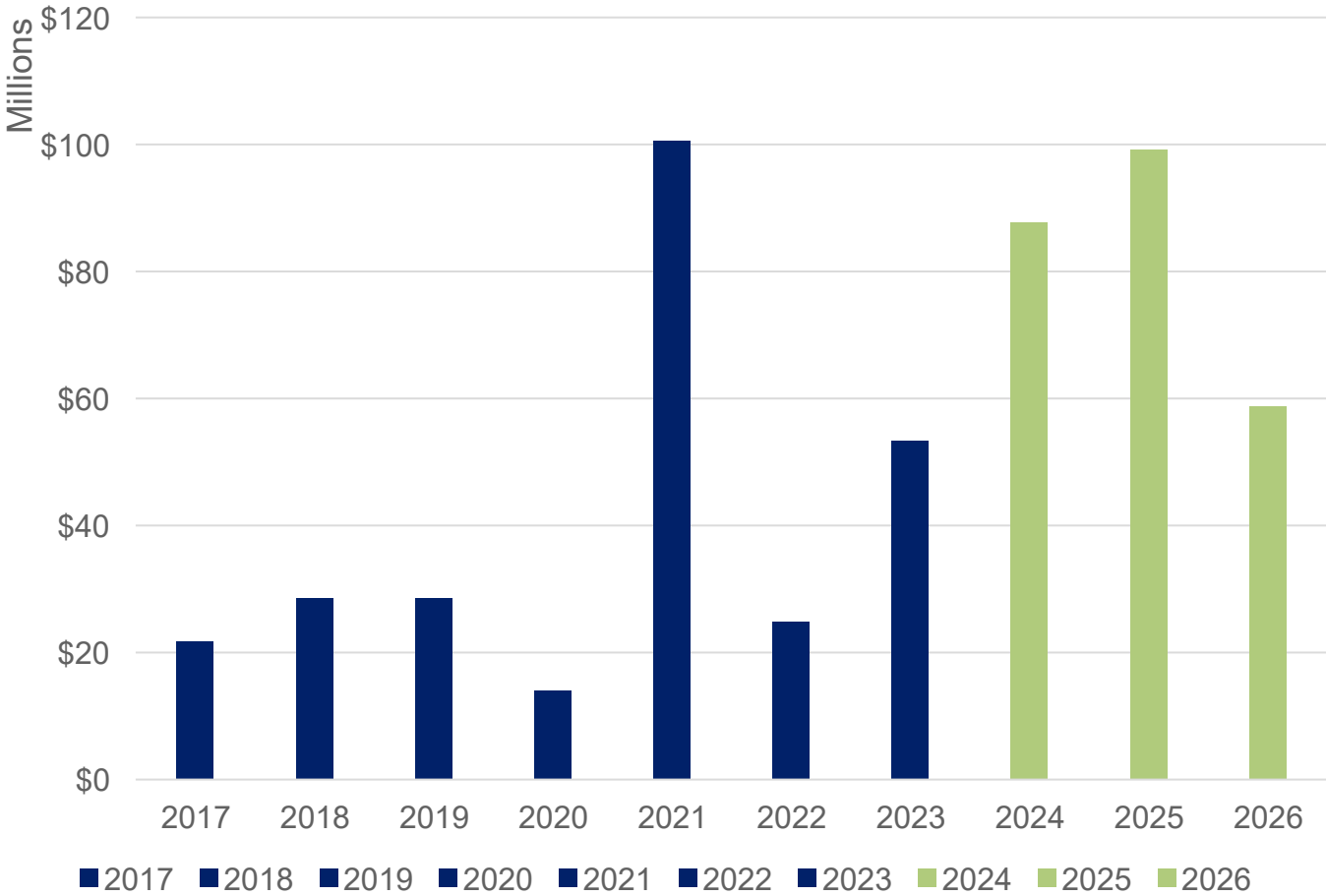
	Operating Revenue	Operations, Depreciation & Debt Svc
2013	38,238,419	31,613,280
2014	39,889,553	34,041,080
2015	36,052,172	35,033,241
2016	39,948,336	34,590,830
2017	39,634,117	35,966,615
2018	40,863,941	36,723,277
2019	42,086,422	37,719,770
2020	52,502,894	41,016,366
2021	48,720,440	40,304,429
2022	60,318,677	46,979,438
2023	52,433,253	50,588,809
2024	54,003,974	52,785,610
2025	57,427,902	54,061,839
2026	61,432,527	58,124,256



Water Capital Financial Overview

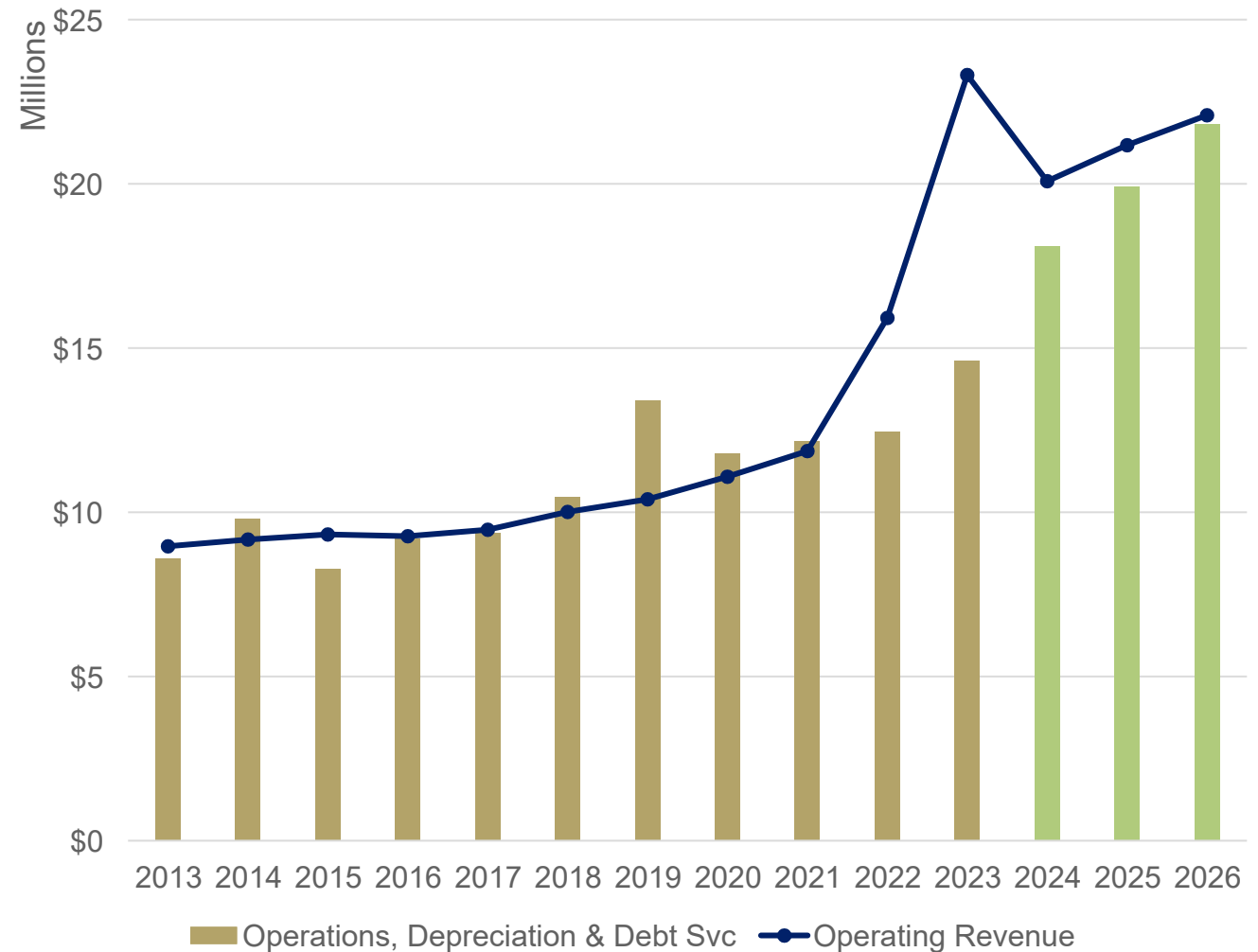
	Capital Expenditure
2017	21,762,543
2018	28,517,444
2019	28,569,394
2020	14,058,871
2021	100,516,476
2022	24,877,835
2023	50,232,327
2024	48,603,695
2025	47,309,137
2026	46,351,765

2021: \$60.5M reflects Greeley's contribution to Chimney Hollow Reservoir



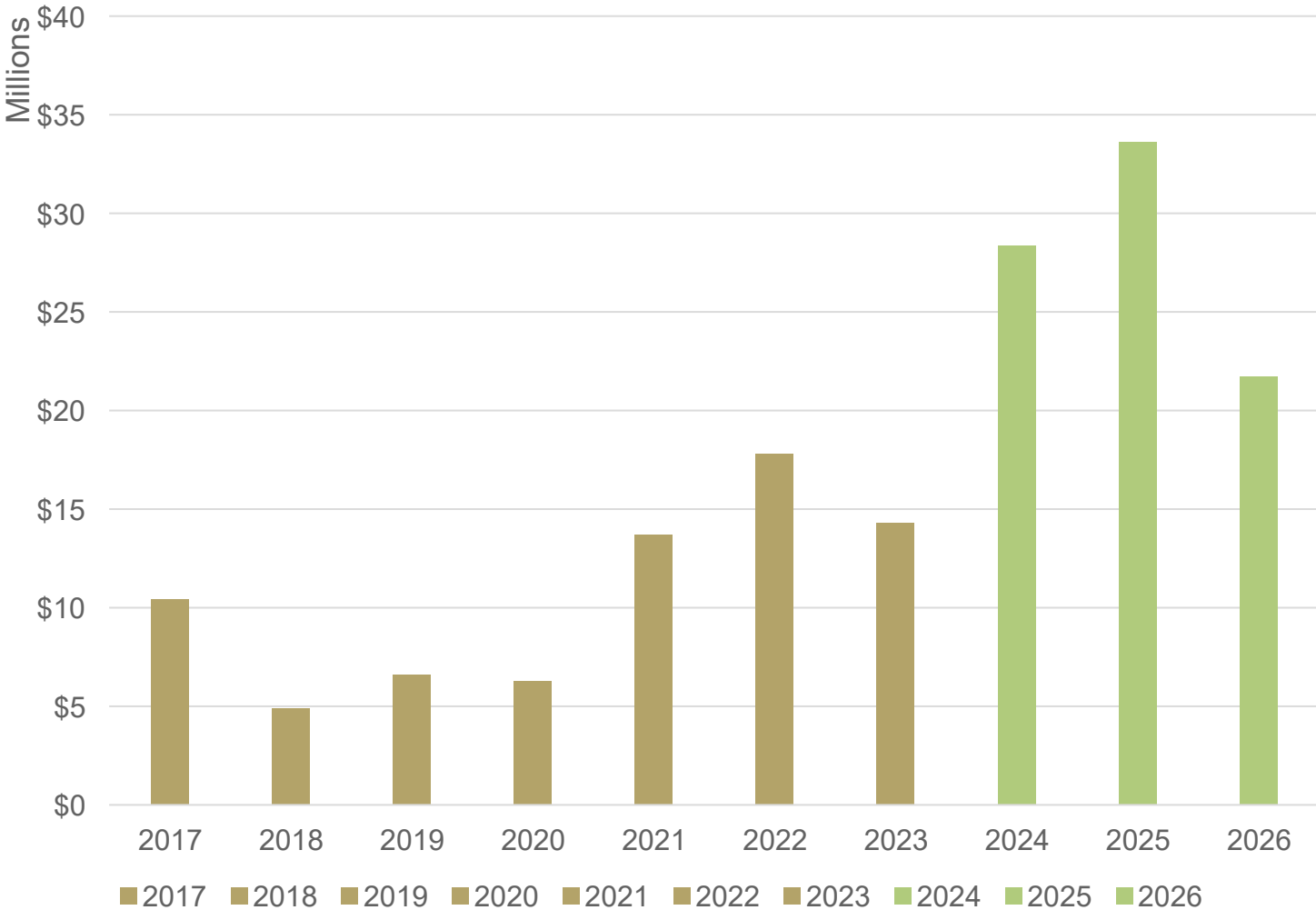
Sewer Operations Financial Background

	Operating Revenue	Operations, Depreciation & Debt Svc
2013	8,965,518	8,594,554
2014	9,169,231	9,812,879
2015	9,324,992	8,278,979
2016	9,272,219	9,206,602
2017	9,468,679	9,368,715
2018	10,011,565	10,473,874
2019	10,394,878	13,415,558
2020	11,084,681	11,781,154
2021	11,863,448	12,179,794
2022	15,920,304	12,454,581
2023	17,254,058	14,663,722
2024	18,758,651	17,364,300
2025	20,104,894	20,071,730
2026	23,304,317	21,316,691



Sewer Capital Financial Background

	Capital Expenditure
2017	10,444,348
2018	4,890,330
2019	6,600,249
2020	6,277,483
2021	13,710,561
2022	17,814,343
2023	17,101,424
2024	57,285,841
2025	9,779,400
2026	7,975,447



2025 Water Operating Requests

- Reflects all staff requests
 - Department recommended budget will be less

Requests - Positions	Type	Amount	Annual/One-Time
Water Resource Ops Analyst	FTE	\$70,585	Annual
Water Resource Project Mgr	FTE	\$89,358	Annual
Water I&C Tech	FTE	\$97,492	Annual (w/vehicle)
Dist Construction Crew	FTE-3	\$259,988	Annual (equipment)
Automation Engineer	FTE	\$120,094	Annual
I&C Maint Planner/Scheduler	FTE	\$96,642	Annual
Meter Technician	FTE	\$54,096	Annual (w/vehicle)
Intergov WS Coordinator	FTE	\$91,884	Annual
Treatment & Supply Admin 3	FTE	\$62,847	Annual
Lead Utility Locator	FTE	\$71,221	Annual (w/vehicle)
Transmission Tech/Util Locator	FTE	\$70,171	Annual (w/vehicle)
Trans Damage Prevention Spec	FTE	\$75,598	Annual (w/vehicle)
Treated Water Reservoir Manager	FTE	\$114,480	Annual (w/vehicle)
Water Quality Crew Supervisor	FTE	\$86,040	Annual (w/vehicle)
T&D Maint Crew Supervisor	FTE-2	\$172,080	Annual (w/vehicles)
Deputy Chief Engineer	FTE	\$148,890	Annual

2025 Water Operating Requests

- Reflects all staff requests
 - Department recommended budget will be less

Requests – Positions (One-Time to Ongoing)	Type	Amount	Annual/One-Time
Water Quality Technician	FTE	\$54,096	Annual
Customer Service Representative	FTE	\$54,096	Annual
Electrical Engineer	FTE	\$148,890	Annual
Civil Engineer II-III	FTE	\$139,440	Annual

Request - Operations	Type	Amount	Annual/One-Time
Position Reclasses	Operations	\$38,719	Annual
Water Assessments/Legal	Operations	\$520,000	Annual
Non-Pot Electric	Operations	\$67,700	Annual
WR Planning General	Operations	\$4,800	Annual
Utility Billing General	Operations	\$6,000	Annual
I&C Water - General	Operations	\$47,200	Annual
I&C Intern	Operations	\$24,660	Annual
Landscape Services	Operations	\$61,052	Annual
HMR - General	Operations	\$32,500	Annual
Call Center Software	Operations	\$50,000	Annual

2025 Sewer Operating Requests

- Reflects all staff requests
 - Department recommended budget will be less

Request	Type	Amount	Annual/One-Time
Sewer I&C Tech	FTE	\$97,492	Annual (w/vehicle)
Sewer I&C General	Operations	\$33,150	Annual
Position Reclasses	Operations	\$12,000	Annual

2025 Capital Focus



- Distribution System Replacement
- Lead Service Line Replacement
- Terry Ranch/Gold Hill Pipelines
- Operations Facility
- WTRF Phase 2



Questions?



Water & Sewer Agenda Summary

April 17, 2024

Key Staff Contact: Leah Hubbard, Water Resource Operations Manager

Title:

Legal Report

Summary:

This report has been provided by James Noble, outside counsel for the Greeley Water & Sewer Board.

1. Based on our review of the February 2024 Water Division 1 Resume, staff and water counsel do not recommend that the Water and Sewer Board file any statements of opposition this month.
2. Mr. Noble will provide a brief update on two water court cases to which Greeley is a party, that have been appealed by other parties to the Colorado Supreme Court. The cases include Parker Water and Sanitation District v. State Engineer and In Re Water Rights of Lazy D Grazing Association. Both cases are scheduled for oral argument at the Colorado Supreme Court on May 7, 2024.

Recommended Action:

Informational only

Recommended Motion:

N/A

Attachments:

None



Water & Sewer Agenda Summary

April 17, 2024

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Director's Report

Summary:

The Director will provide a short summary report including educational opportunities and updates on various operations activities

1. Education, Advocacy and Events Calendar

Poudre River Annual Clean Up – April 13th 9 am – 11 am

<https://poudrewatershed.networkforgood.com/events/67833-poudre-river-cleanup>

Greeley Water & Sewer Board / City Council Annual Water Utilities Tour – Tentatively planned for June 7th

Colorado Interbasin Compact Committee – Triannual Meeting – June 18th

June 20, 2024 • 5-9pm • Hillside Vineyard & Event Center

<https://www.poudrewatershed.org/take-me-to-the-river>

The Colorado River District's Annual Water Seminar - Friday, September 20th, 2024 at Colorado Mesa University in Grand Junction

<https://www.coloradoriverdistrict.org/annual-water-seminar-2024/>

Colorado Water Conservation Board Annual all basins summit (C-9 Summit) – Oct. 1-2, 2024, in Crested Butte

<https://cwcb.colorado.gov/events/c9-summit>

2. Update on Conservation program partnership

Intergovernmental Agreement (IGA) to support the installation of water efficient fixtures intalled into income qualified homes and supporting water conservation goals and priorities.

Recommended Action:

Informational Only

Recommended Motion:

N/A

Attachments:

1. 2024 C-BT Quota
2. Copy of Board Meeting Charts_2024



Director of Water Utilities
City of Greeley

Northern Colorado Water Conservation Board
220 Water Ave.
Berthoud, CO 80513

RE: April 2024 Colorado-Big Thompson Quota

Dear NCWCD Board,

At the City of Greeley, we appreciate that setting the Colorado-Big Thompson (C-BT) project quota is complicated, and that different stakeholders have variable needs for supplemental water. Greeley appreciates the work that the Northern Water staff and Board invest in this annual process.

The city of Greeley is advocating for a water quota of 75% for 2024. The C-BT project was designed to provide supplemental water, and while supplies and our reservoir levels are strong, the need is also strong. In the previous year, the C-BT system reached one of its highest storage levels since the 1950s. While we value being future ready and resilient to future drought, we also see a strong logic in allocating ample supply when it is there and when the unit owners are in need. C-BT stored water should be utilized for its intended purpose, and reservoir space should be made available to bring additional water into storage in the subsequent year(s).

At a recent water users symposium, a quota of 60% was proposed. While there is room to increase this with a supplemental quota later, it's worth noting that the final quota has not been set at 60% since 2014, and hydraulic conditions are very different at this time. Smaller neighboring communities in Northeast Colorado, which have hardened their C-BT supply, depend heavily on a quota of at least 65% to get by with indoor water use. Any reduction in the quota from the historic average will compel them to seek additional rental water from larger portfolios, such as Greeley's.

Lastly, Greeley as 10% partner in the firming project also recommend a higher quota this year to allow the C-BT system to create space in anticipation of the filling of Chimney Hollow. This proactive measure will ensure a sustainable water supply for the future.

Sincerely,

/s/ Sean P. Chambers

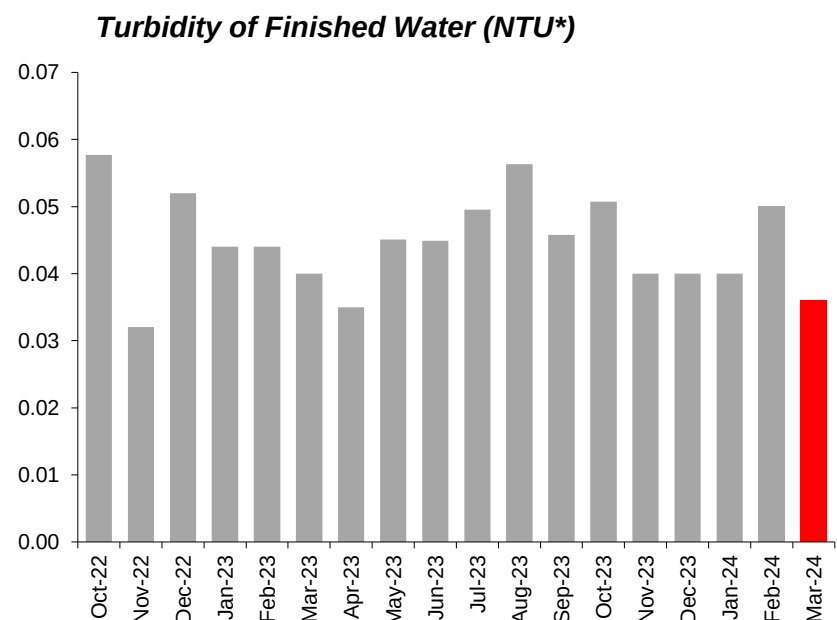
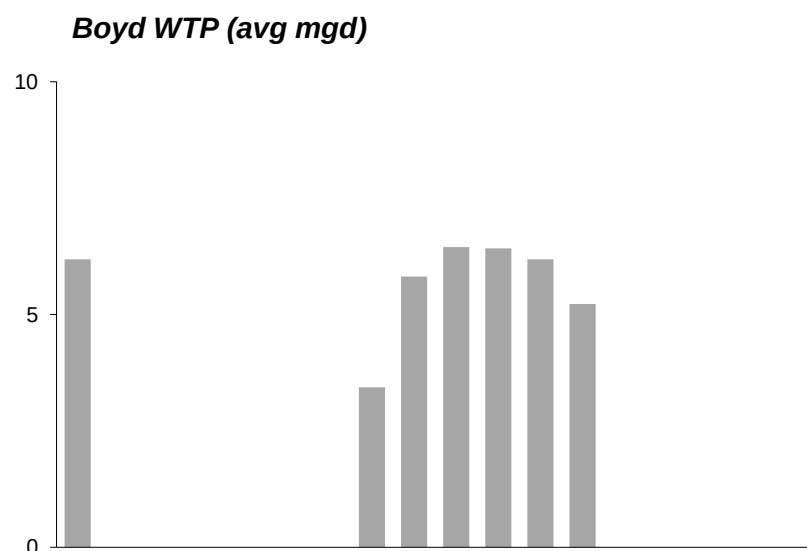
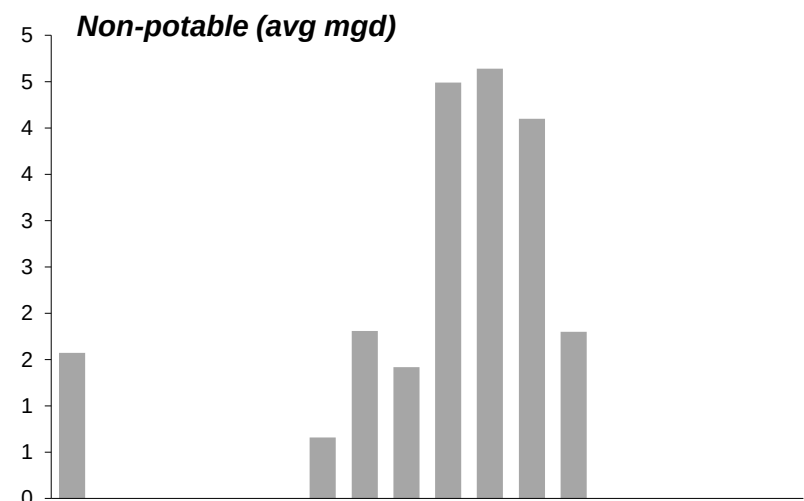
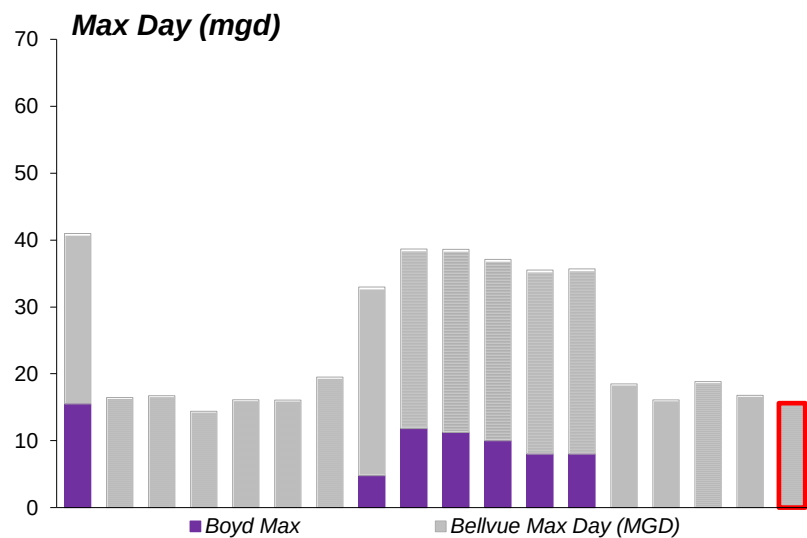
Sean Chambers
Director of Water and Sewer

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).

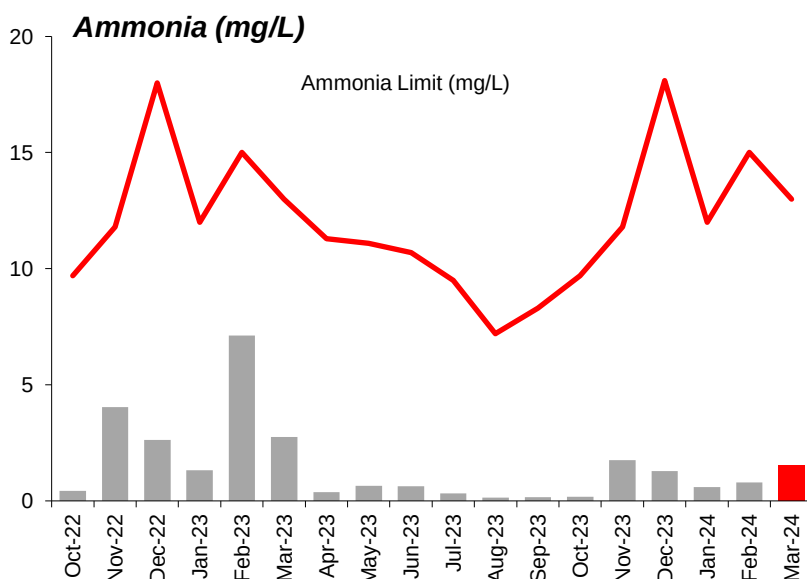
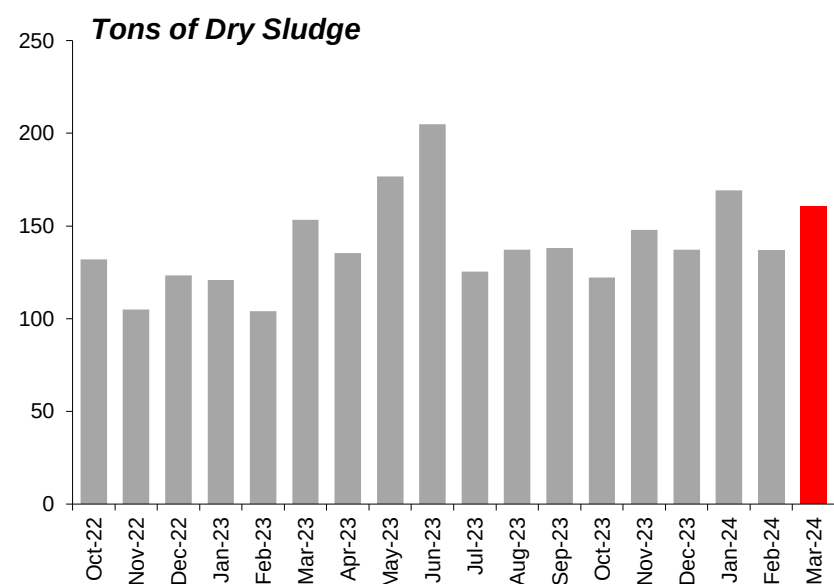
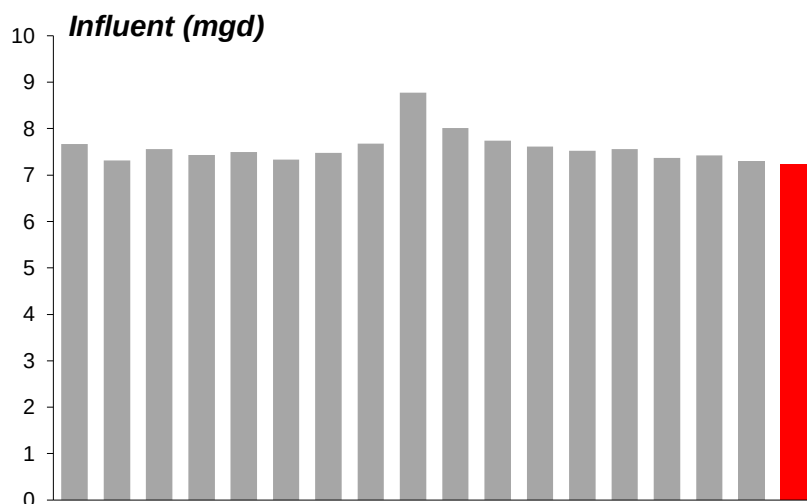
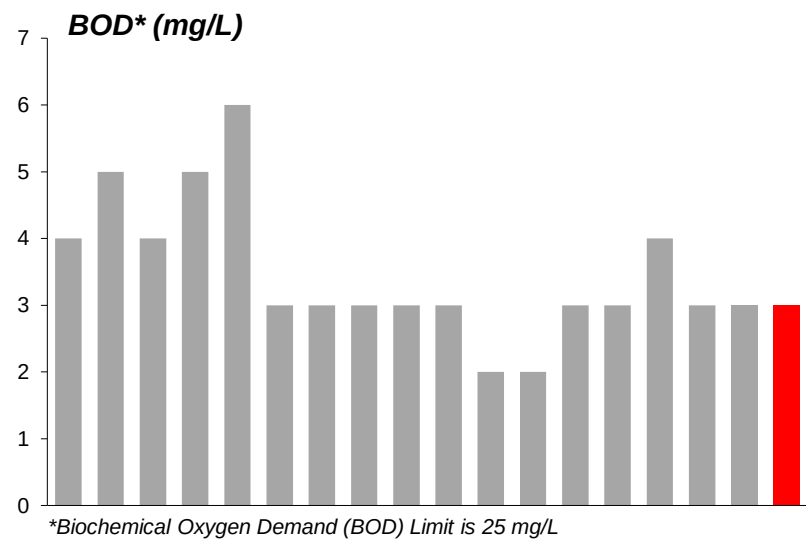
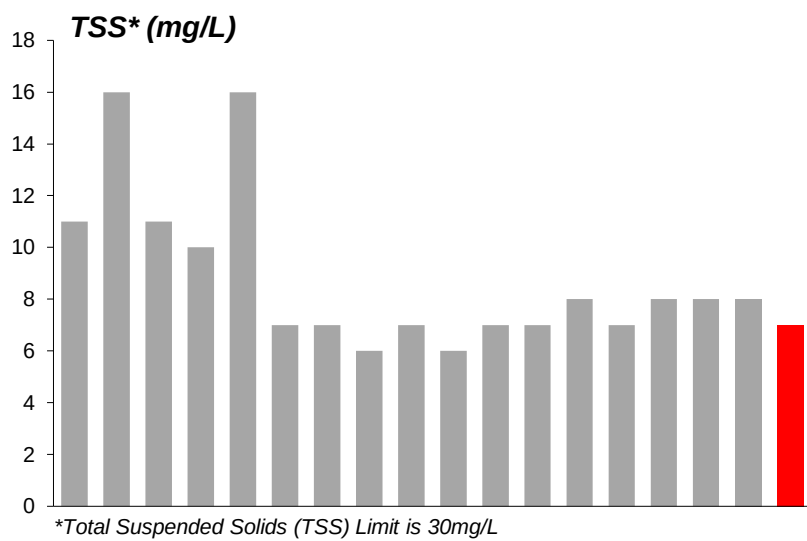


Wastewater Treatment

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.



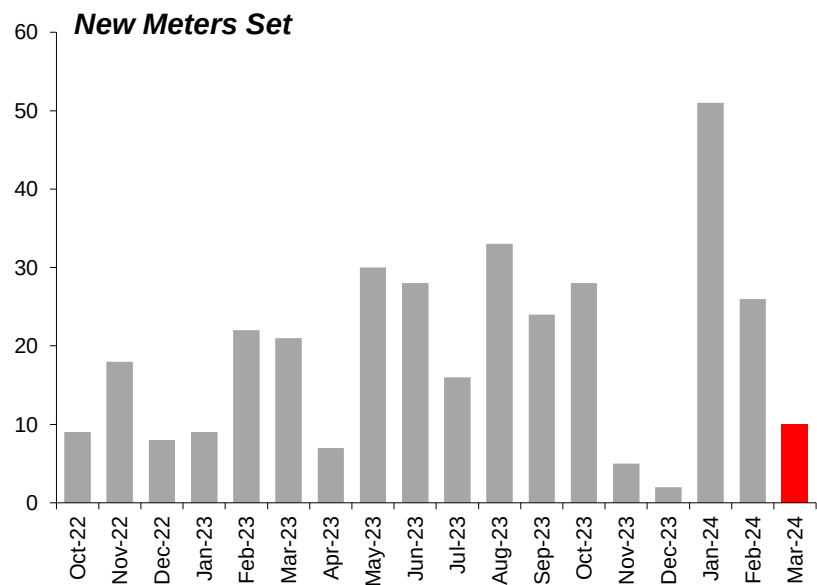
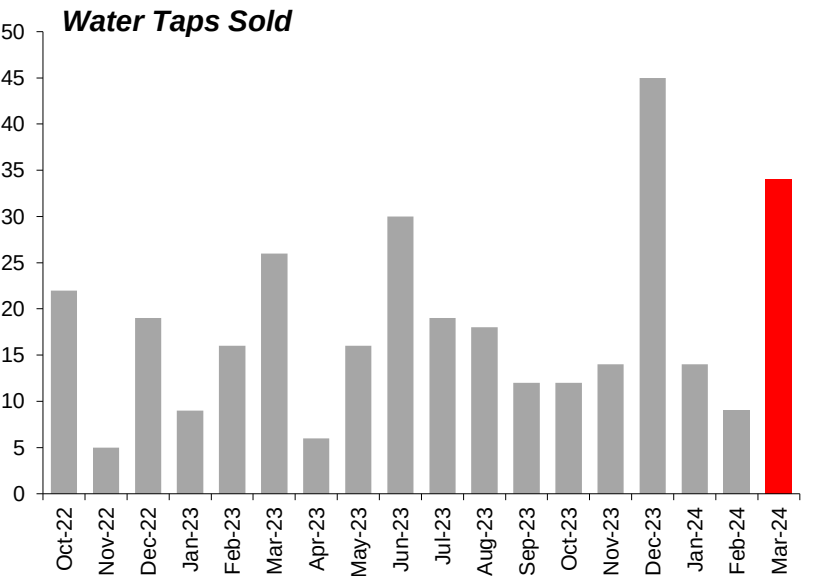
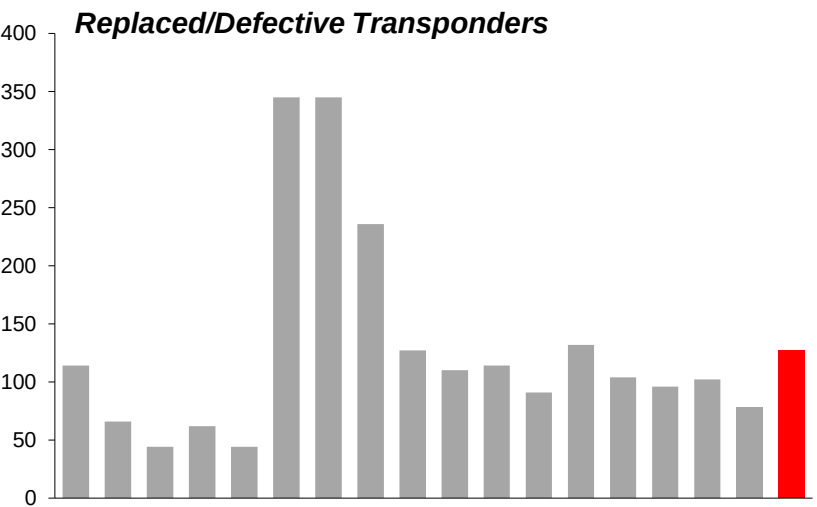
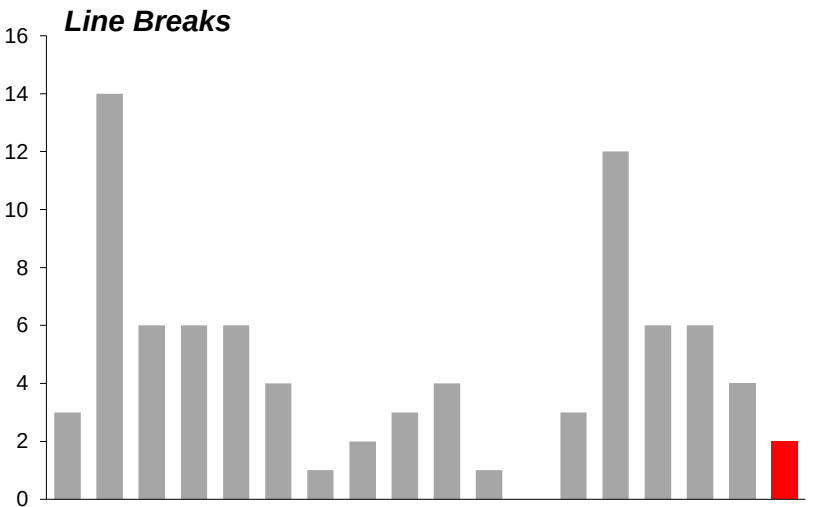
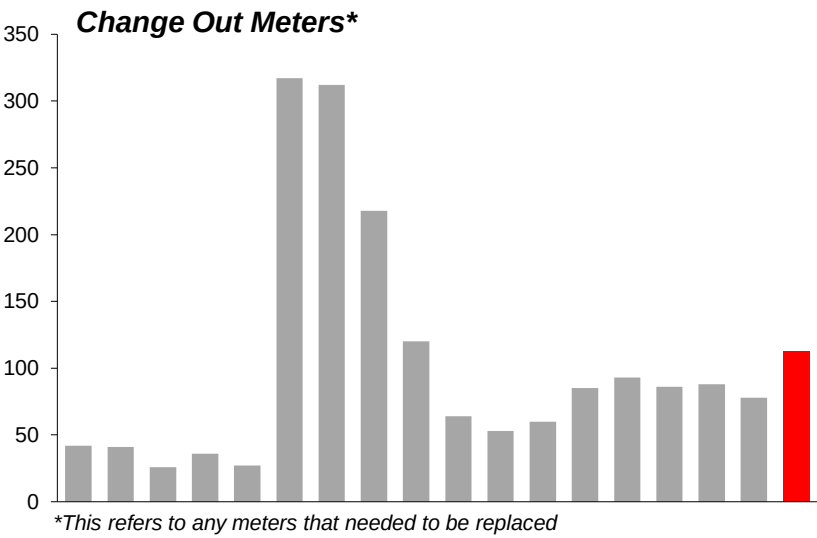
Water Distribution

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.



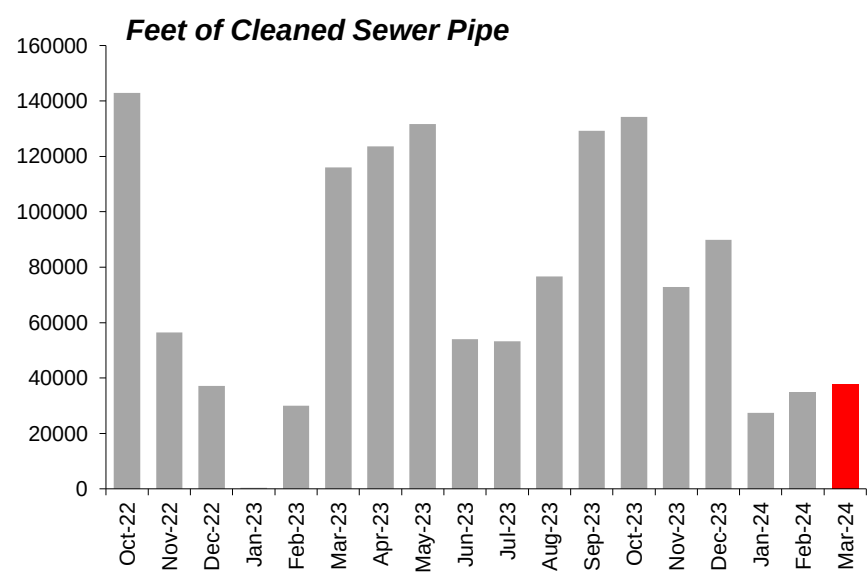
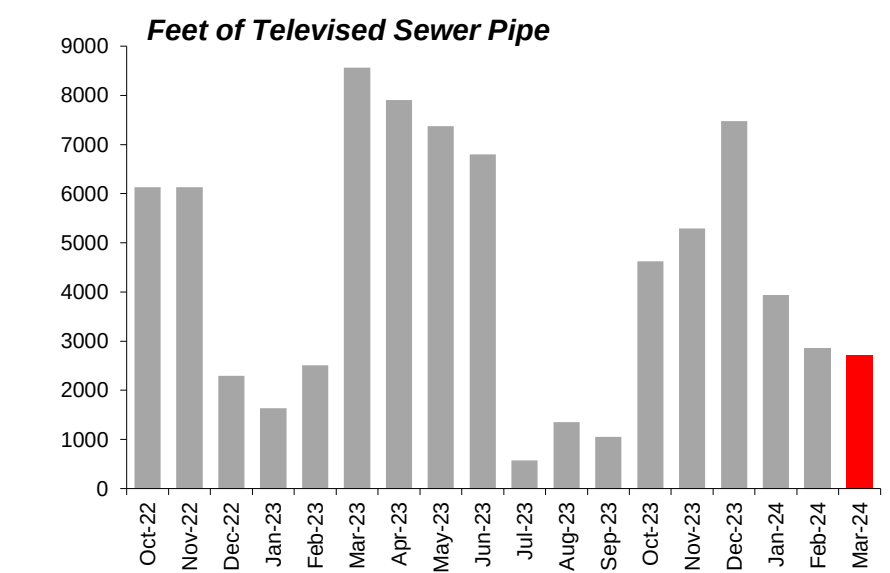
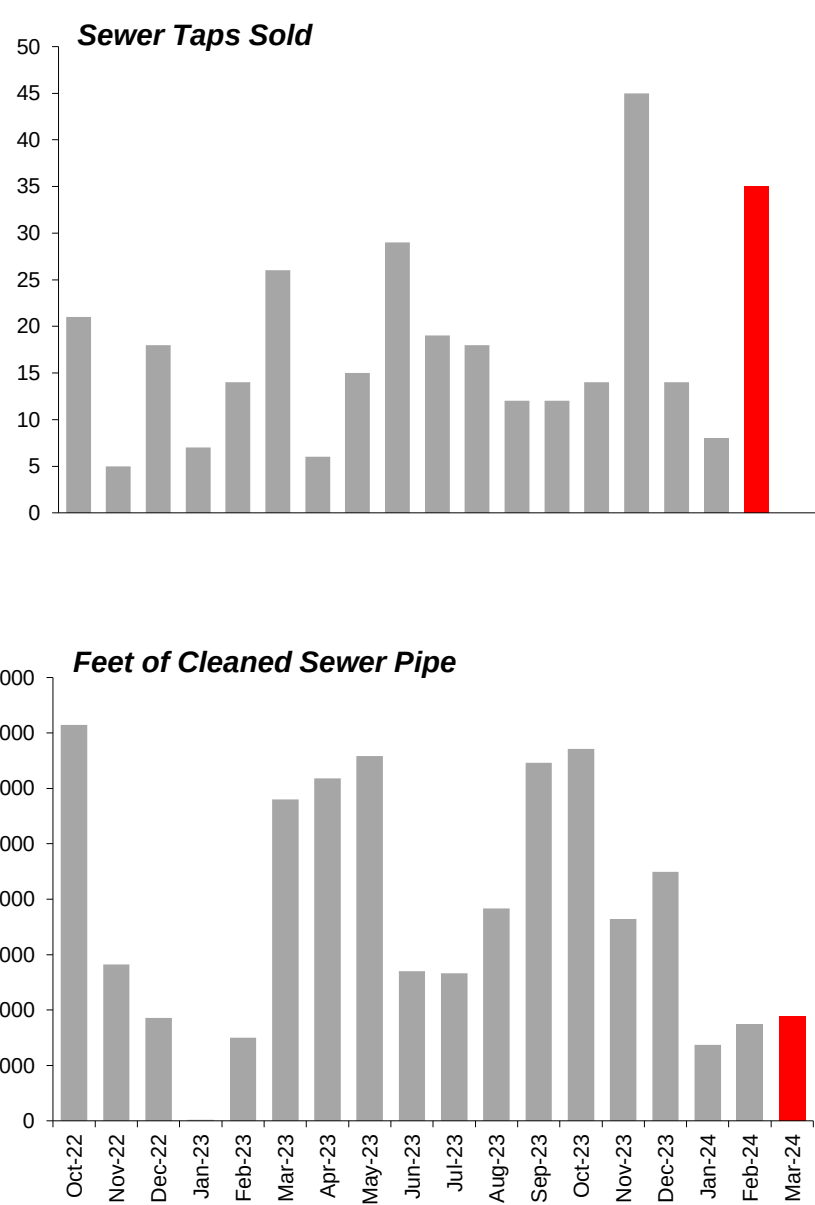
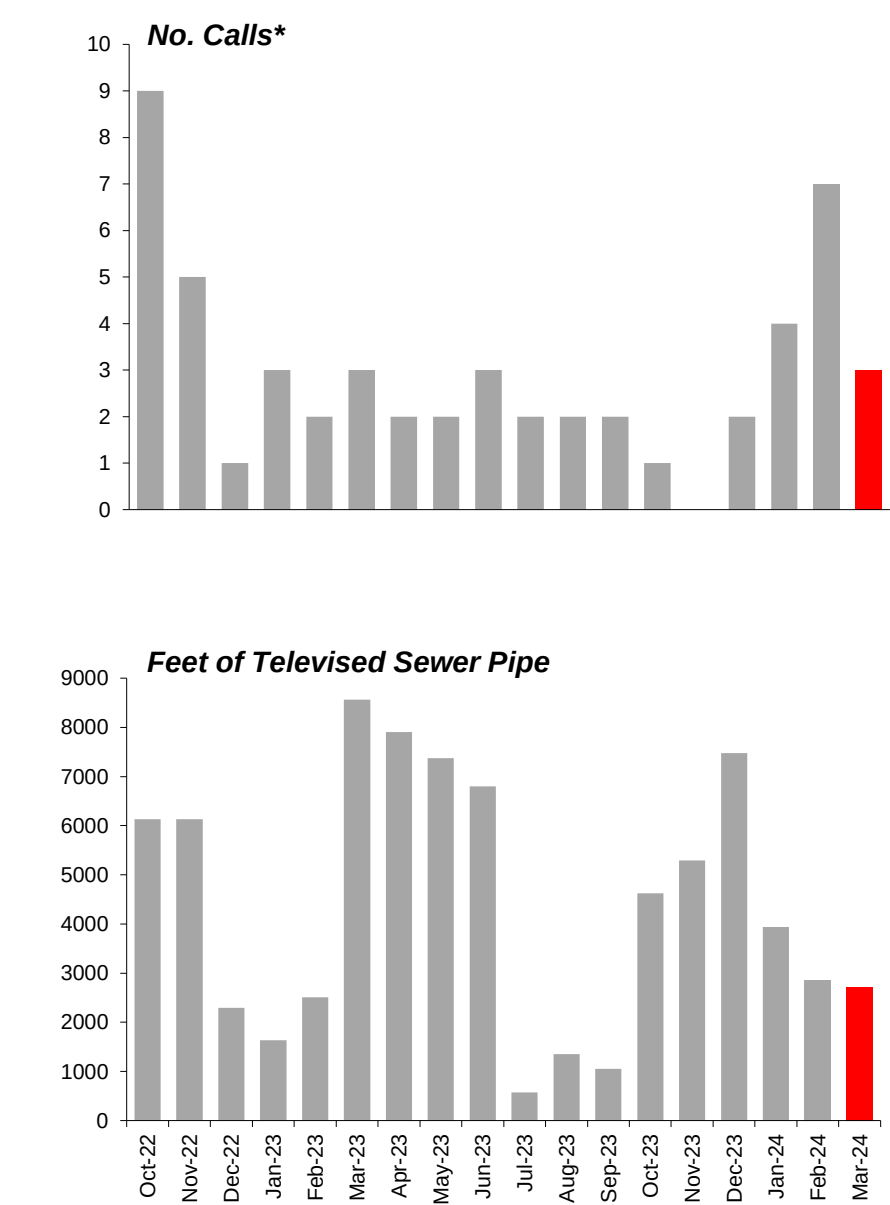
Wastewater Collection

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.

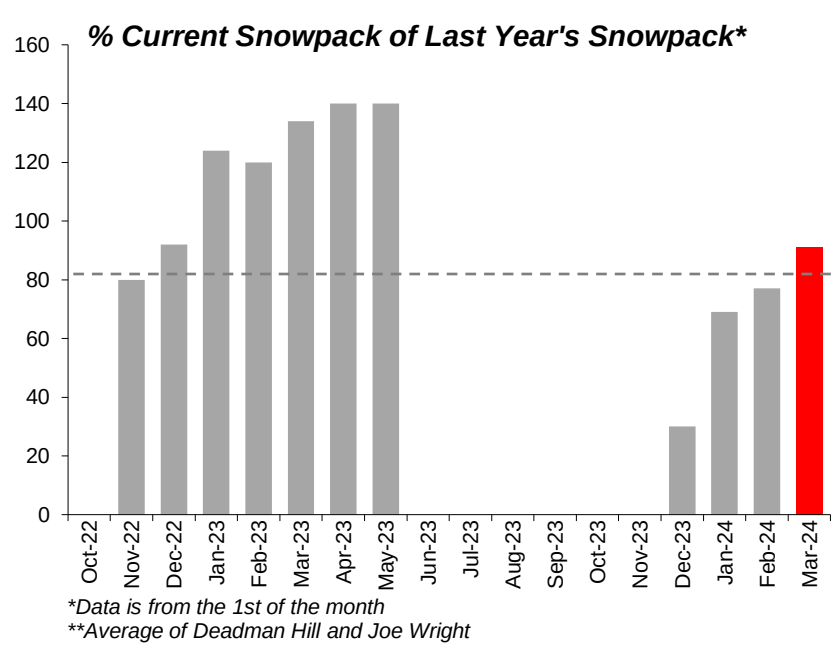
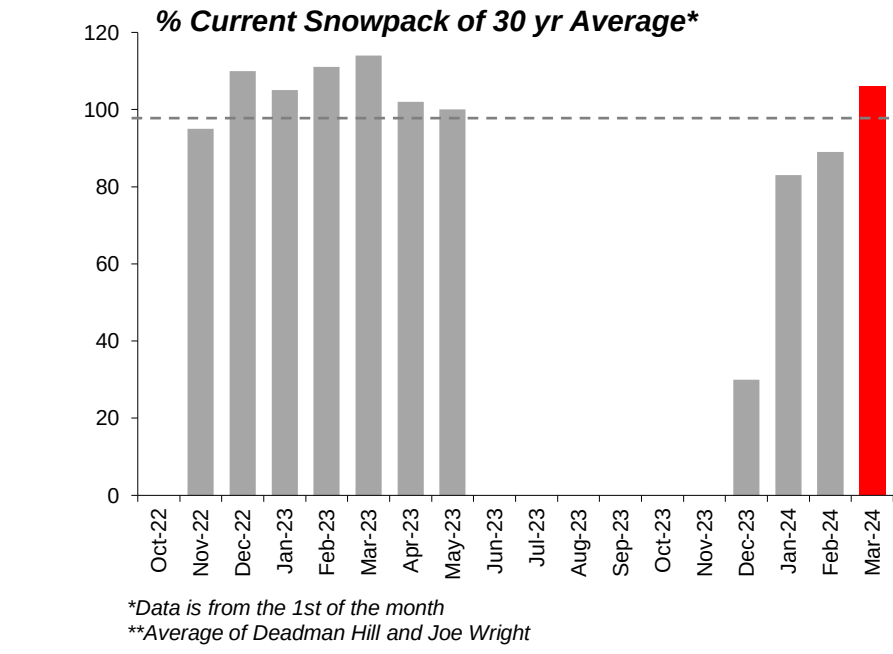
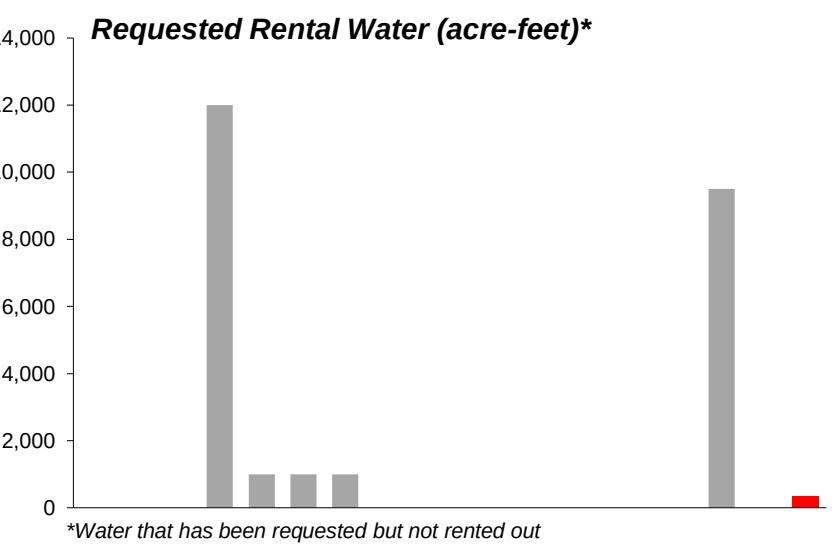
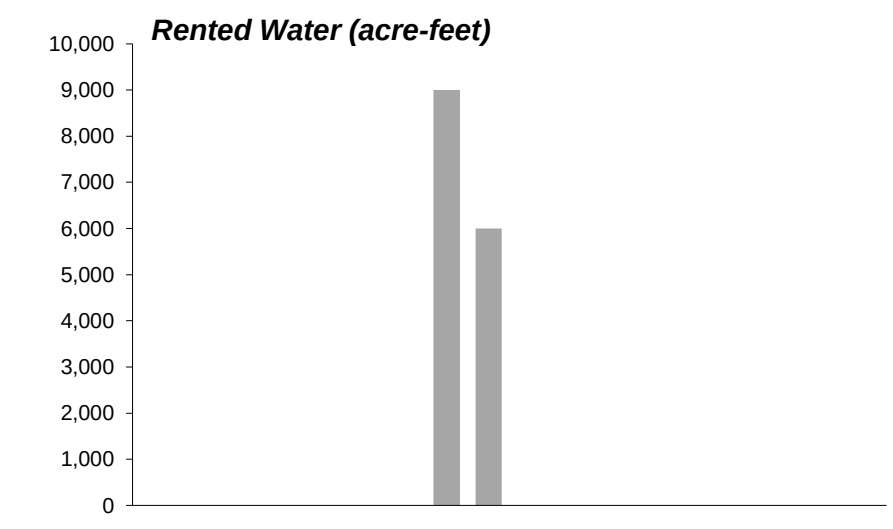
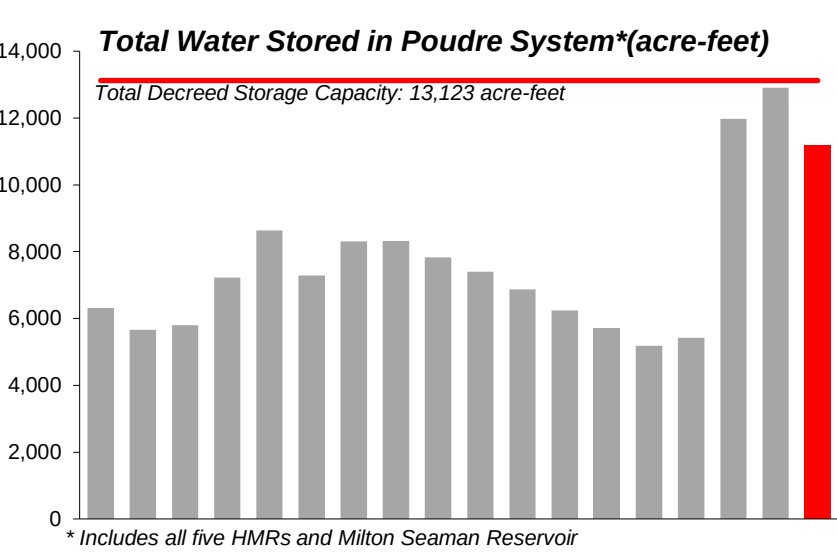
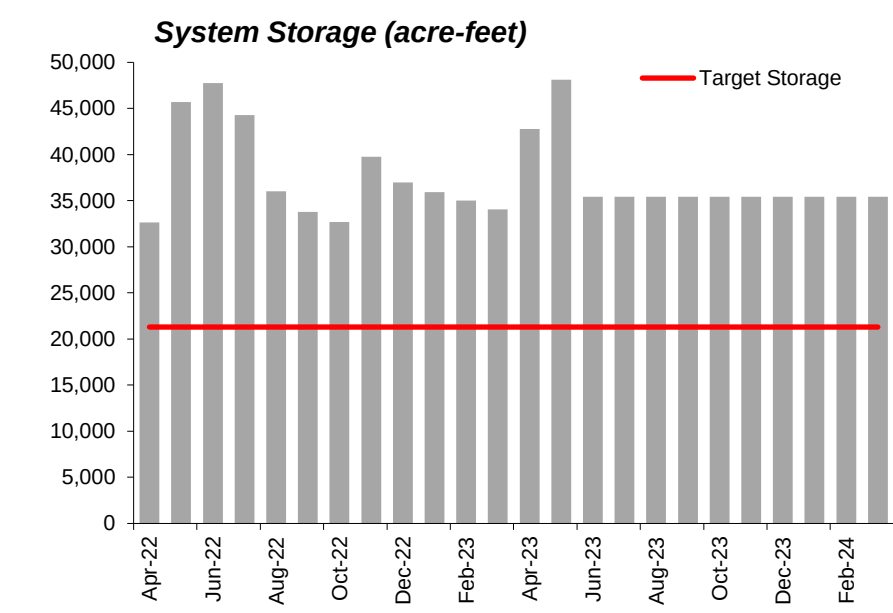


Water Resources

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.

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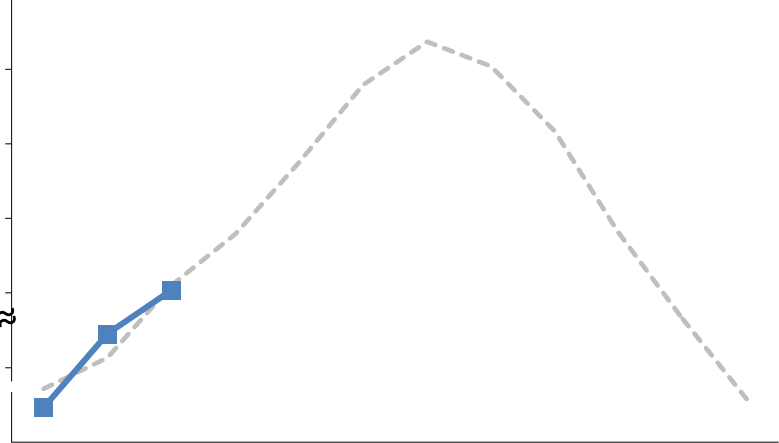


Treated Water and Weather Data

January was a cold month with an aveage temperature of 24°F. Temperatures warmed up in February with an average temperature of 34.52°F.

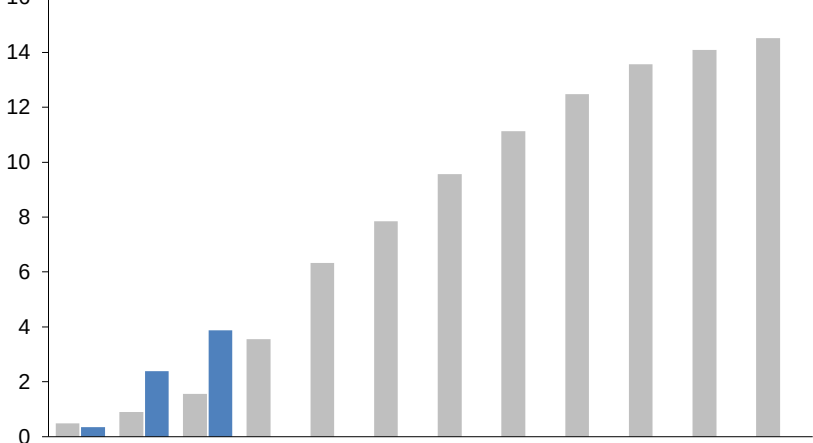
Greeley received 0.35 inches of precipitation in January. A big snow storm brought 2.03 inches of precip in February.

Average Temperature (°F)

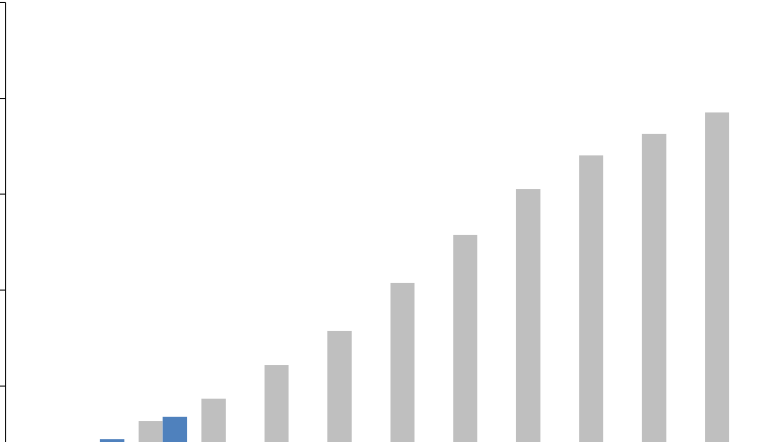


Scale altered to highlight the variability between months

Cumulative Precipitation (inches)



Cumulative Treated Water (billion gallons)



Cumulative Irrigation Water Requirement (IWR) (gallons/sq.ft)

