

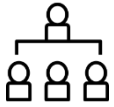
Water and Sewer Board

Regular Meeting

City Council Chambers – City Center South

1001 11th Avenue – Greeley, Colorado

December 18, 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/81782466253>

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





Water & Sewer Board

December 18, 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. Matt Anderson _____ 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 2025 W&S Board Meeting Dates
6. Approval of J2 Poudre Ponds Mining Contract
7. Approval of the 2025 W&S Rates and Fees Resolution
8. Terry Ranch Quarterly Update
9. Watershed Health and Wildfire Recovery 2024 Projects Update
10. Poudre River Restoration Initiative (PRRI) Master Plan Project
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 November 20, 2024
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:00 p.m. on Wednesday, November 20, 2024.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Matt Anderson, Joeseeph Murphy, Cheri Witt-Brown, Fred Otis, Deputy City Manager Rachel Flynn on behalf of City Manager Raymond Lee, Mayor John Gates – arrived at 2:45 pm

Water and Sewer Department staff:

Director Sean Chambers, 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, Utility Finance Manager Virgil Pierce, Water Resource Operations Manager Leah Hubbard, Water Conservation Manager Dena Egenhoff, Water Conservation Laborer Morgan Murphy, Water Resource Administrator II Sam Harshbarger, Water Conservation Coordinator Ben Schaffer, Water Resource Intern I Zach White, Asset Technician Griffin Myers, Civil Engineer I Eduardo Sguerra, Civil Engineer IV Jim Paulson, Civil Engineer IV Cort Nickel, Water Conservation Specialist I Jake Robinson, Water Resource Administrator I Eric Clark, Civil Engineer III Cadee Oakleaf, Administrative Assistant II Dana Ortiz

Legal Counsel:

Senior Environmental and Water Resources Attorney Dan Biwer, Counsel to Water & Sewer Board Attorney James Noble

Guests:

James Sutherland from Wingfoot, Council member Deb DeBoutez, Adam Jokerst from West Water Research

2. Approval of Minutes

Mr. Otis made a motion, seconded by Vice chairman Todd to approve the October 2024 Water and Sewer Board meeting minutes. The motion carried 6-0.

3. Approval of Agenda

Item six was moved up to number five and five to six to allow time for the presenter of number five to arrive at the meeting.

4. Welcome New Employees and Promotions

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

5. November 2024 Water Supply Update

Alex Tennant provided a presentation and memorandum on current water supply, 2024 weather summary, 2024 agricultural water rental summary, and the drought forecast through the end of the year.

6. Cash in Lieu of Raw Water Study Dedication

Communications Specialist II Cory Channel and Water Efficiency Resource Coordinator Margarita Pizarro joined the meeting at 2:25 pm

Erik Dial and WestWater Consultant Adam Jokerst reviewed the history of how the Cash-in-Lieu (CIL) of Raw Water fee has evolved from being tied to the market price of Colorado-Big Thompson water to being set based on the value of Greeley's water supply portfolio and raw water storage. As a standard practice, all development fees imposed by the City of Greeley undergo period reviews and updates to ensure that the methodology used is still appropriate and reflects the service level needs of Greeley. The current CIL computation uses a fair market value of the water rights in the City's water portfolio that are readily treatable and anticipated future expenditures for raw water infrastructure. Greeley's current CIL fee is \$51,500 per A.F. (2024).

Greeley Water contracted with WestWater Research to review Greeley's CIL model and methodology. WestWater modernized Greeley's model, proposed a modification to how the water resource portfolio value is calculated, and suggested changing to the buy-in approach for raw water storage infrastructure.

The proposed modifications result in an updated 2025 CIL fee of \$56,500 (rounded), which is similar to the current model's projected CIL fee. This fee will be included in the 2025 Rate Resolution for Board's consideration in December.

7. Wastewater Treatment Phase II Update

Cadee Oakleaf discussed the Wastewater Treatment Phase II process consisting of the Primary Treatment and Phosphorus Side Stream Treatment project is in the contracting phase with an anticipated notice to proceed of November 2024. The project includes asset renewal/replacement of equipment in headworks, primary treatment, aeration, a new cake hopper, centrate handling and processing, and site-wide backup power. Alkalinity dosing will be added to balance the use of ferric. A new phosphorus side stream treatment process will be added to reduce the internal recycling of phosphorus.

8. Local Initiative for Landscaping and Conservation (LILAC) Study

Dena Egenhoff discussed that the Water Conservation team recently completed a study for the new Local Initiative for Landscaping and Conservation (LILAC) initiative, focused on local landscaping and conservation. Dena reviewed the study's objectives, key findings, recommendations, and action plan. LILAC aims to address accessibility barriers, ensure equitable landscaping resource distribution, and enhance community engagement and impact.

9. Legal Report

The Legal Report was presented by James M. Noble, outside counsel for the Greeley Water & Sewer Board.

1. Based on review of the September 2024 Water Division 1 Resume, staff and water counsel did not identify any new matters to recommend that the Water and Sewer Board file a statement of opposition by the end of November 2024.
2. Update on Colorado Supreme Court Case No. 23SA141 – *Parker Water & Sanitation District v. Rein*: Mr. Noble provided a brief update on the Supreme Court Opinion filed on November 4, 2024, affirming the Water Court and holding that nontributary groundwater rights are subject to a total allowed withdrawal limit.

10. Director's Report

The Director provided the Board with a summary of relevant water industry events and provided an update on notable current activities.

Update Items included the following:

- Water Industry Education and Advocacy Events
 - o It was noted that the Mayor would be the Keynote Speaker at the South Platte Forum
- 2024 State legislature election results that impact water policy and the State policy
- Update on Laramie River Neff Lake raw water pipeline Purchase
- 16th Street Enhancement Project Utilities Phase Construction Update
- Poudre Ponds Mining and Poudre River Bank Stabilization and Armament Project Update

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

No other Business was brought before the Board.

12. Adjournment

The meeting ended at 3:49 p.m.

Harold Evans, Chairman

Raymond Lee, Board Secretary



Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Welcome New Employees and Promotions

Summary:

Promotions: Matt Sparacino – Water Resource Planning Manager
Kelen Dowdy – Regional Water Affairs Project Manager
Bruce Salazar – Equipment Operator II
Kayla Reid – Utility Systems Analyst

New Hires: Erik Woodruff – Treatment and Supply
Jose Rocha – Equipment Operator II
Karla Morales – Customer Care Representative

Recommended Action:

Informational only

Recommended Motion:

N/A

Attachments:

None



Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Approval of 2025 W&S Board Meeting Dates

Summary:

Board Meetings will be set and noticed for the following dates. All meeting dates are set for the 3rd Wednesday monthly. Board meetings are set for City Council Chambers at 1001 11th Avenue, Greeley, CO 80631, and meetings of the Board are set to commence at 2:00 p.m. unless otherwise noticed.

January 17, 2025
February 19, 2025
March 19, 2025
April 16, 2025
May 21, 2025
June 18, 2025
July 16, 2025
August 20, 2025
September 17, 2025
October 15, 2025
November 19, 2025
December 17, 2025

Recommended Action:

Approve the schedule of 2025 Water and Sewer Board meetings as presented.

Recommended Motion:

"I move that the Board adopt the proposed schedule of regular meetings for 2025."

Attachments:

None



Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Leah Hubbard - Deputy Director Water Resources

Title:

Approval of J2 Poudre Ponds Mining Contract

Summary:

The Poudre Ponds complex is a valuable city amenity, providing various uses for Water & Sewer (W&S), Community Parks and Recreation Department (CPRD), and Public Works (PW). The site has been actively mined since the early 2000s and offers essential water storage for the lower Poudre River, crucial for operating the Greeley water resources portfolio.

There are two storage ponds, Pond A to the north and Pond B to the south. Pond A has been used for storage since approximately 2003. W&S has been preparing Pond B for storage use by recently constructing a slurry wall that was completed in 2022 by Hall-Irwin. The city worked with Hall-Irwin under an existing mining agreement to mine Pond B to final grades to maximize storage capacity. Currently, Pond B is undergoing slurry wall testing and is expected to pass at the end of January 2025 and will be available for storage use.

J-2 Contracting Co (J-2) completed the mining of Pond B under a sub agreement with Hall-Irwin. J-2 completed the mining of Pond B and has requested permission to mine Pond A while they still have their materials processing plant on site. It was estimated that an additional storage capacity of 200 acre-feet (AF) could be mined from Pond A. If approved, J-2 will mine as much additional material from Pond A over the next 12-18 months. The material will be processed and sold over the next 12-24 months.

This project will benefit Greeley by increasing storage capacity in Pond A, receiving royalties, and utilizing J-2's existing mining operations to expedite the completion of this work. Once the project is completed, both Pond A and Pond B will be filled and stocked with fish for long-term habitat.

Recommended Action:

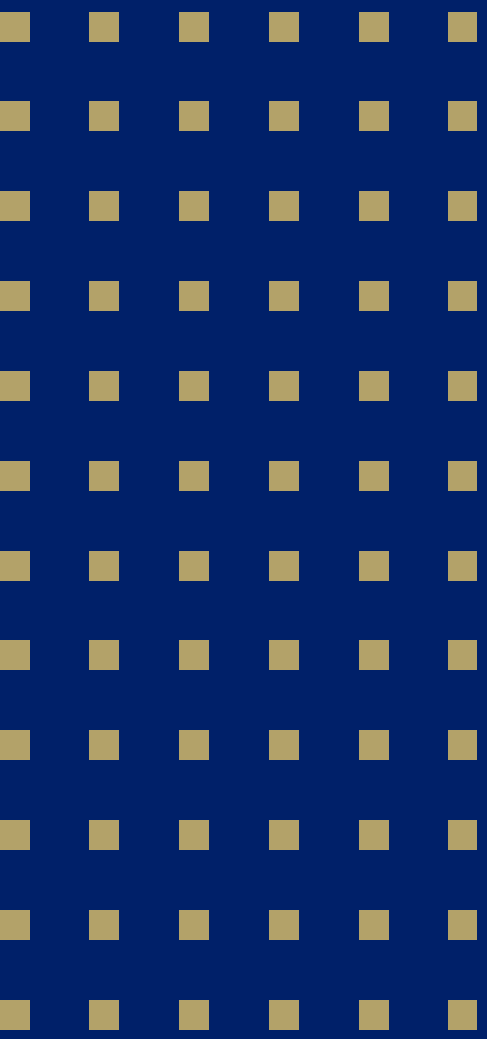
Approve J-2 Poudre Ponds Mining Contract

Recommended Motion:

"I move that the Board approve the Mining Lease Agreement with J-2 Contracting in the form enclosed, and delegate authority to the Director of Water and Sewer or his designee to make minor amendments to the agreement and to authorize extensions of the lease term, provided the material substance remains unchanged."

Attachments:

1. J2 Poudre Ponds Mining Contract
2. Revised Draft Mining Lease (J-2 Pond A)



J-2 Poudre Ponds Mining Contract

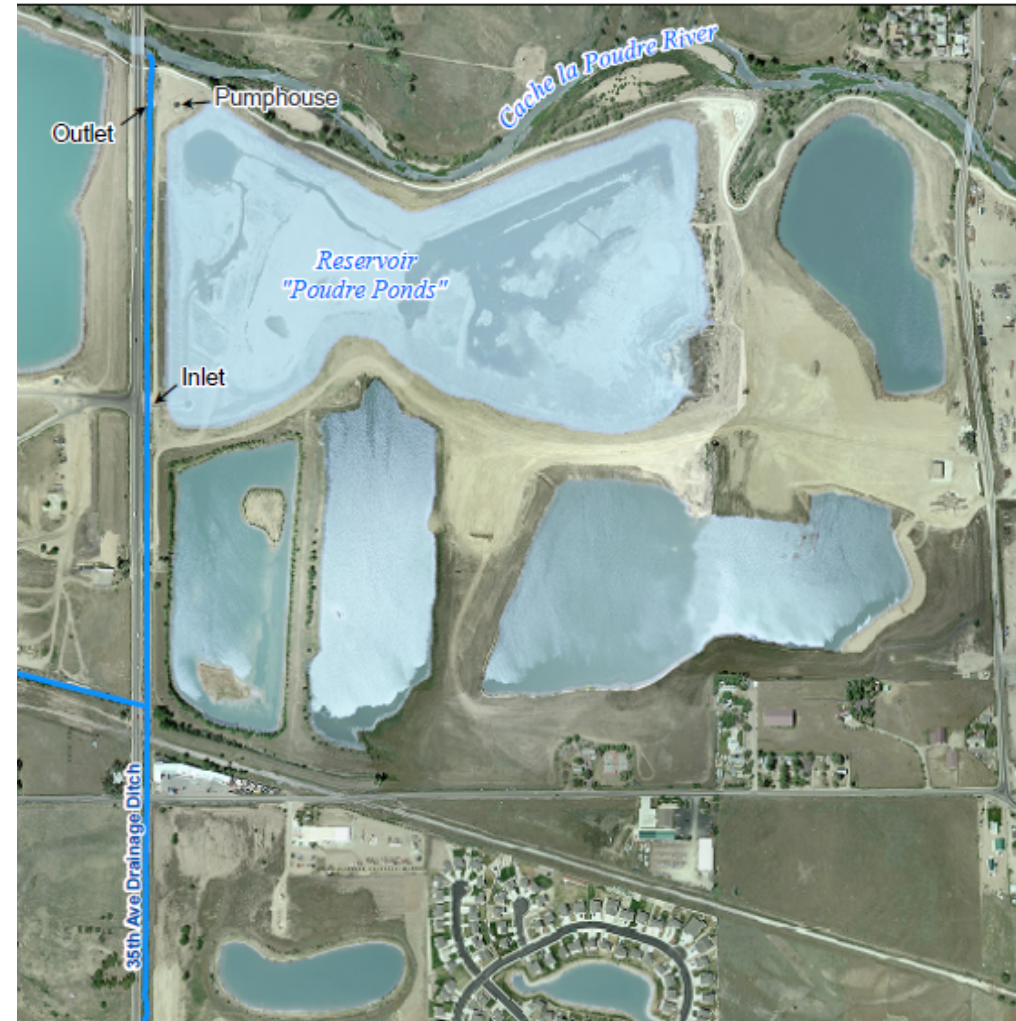
December 18, 2024

Presented by:

Leah Hubbard, Deputy Director of Water Resources

Poudre Ponds Background

- Started mining in early 2000's
- Have utilized Pond A for storage of junior rights and augmentation water
- Built pipe connecting Pond A and Pond B in 2021
- Slurry wall testing of Pond B started October 2024



Pond B Mining



- J-2 has been mining materials from the site under the Hall-Irwin contract
- J-2 has a processing plant on site
- Mining completed October 2024

Pond A Contract Benefits

- J2 is already mobilized to expedite mining
- Increased storage capacity
- Long-term filling and fish habitat after fill
- Royalties
- Fill dirt for Pond C free of charge

Questions?



MINING LEASE AGREEMENT

This MINING LEASE AGREEMENT (“Lease Agreement”) is entered into this ____ day of December 2024 (“Effective Date”), by and between The City of Greeley, Colorado, a home rule municipality acting by and through its Water Enterprise (“City” or “Greeley”) and J-2 Contracting Co. a Colorado corporation (“Lessee”). The City and Lessee may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City is the owner of certain real property in Weld County, Colorado, legally described on the attached Exhibit A (“Property”), which Property is has portions subject to Colorado Division of Reclamation, Mining, and Safety Permit No. M-2002-020 (“Permit”); and

WHEREAS, the City and Lessee have reason to believe that Tract B of the Property contains minable quantities of topsoil, overburden, and alluvial material, including sand, gravel, cobbles, boulders, silt, clay, shale, and rock (“Construction Aggregate”); and

WHEREAS, the City desires to engage an experienced and responsible mining contractor to mine, process, market, and sell the commercially viable Construction Aggregate contained within the limits of the slurry wall lined mining cell located on Tract B of the Property (“Mining Cell”), and then reclaim the excavated Mining Cell slopes so that it can continue to be utilized by the City as a water storage reservoir, in accordance with the Permit and a final grading plan to be obtained by the City; and

WHEREAS, Lessee is an experienced and responsible mining contractor who desires to lease the Property from the City for the purposes of performing the work and managing the operations necessary to mine, process, market, and sell the Construction Aggregate contained within the limits of the Mining Cell, and then regrade the Mining Cell so that the Property can continue to be utilized by the City as a water storage reservoir;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. Lease and Authorized Uses of the Property. The City hereby leases to the Lessee the Property legally described on the attached Exhibit A, subject to all matters of record affecting the Property, for the purposes of performing all the work and managing all the operations necessary to mine, process, market, sell, and remove the commercially viable Construction Aggregate contained within the Mining Cell and then reclaiming the excavated Mining Cell slopes so that the Property can continue to be utilized by the City as a water storage reservoir (collectively “Mining Operations”). Lessee’s authorized uses of the Property for such Mining Operations include the following:

1.1 Lessee is authorized to sample, test, explore, develop, mine, extract, store, stockpile, process, market, remove, use, and sell the Construction Aggregate contained within the Mining Cell.

1.2 Lessee is authorized to locate and operate aggregate processing plants and associated facilities on the Property to the extent expressly allowed by the Permit and approved by the City.

1.3 Lessee is authorized to utilize only such portions of the surface of the Property as deemed reasonably necessary by the Lessee and as agreed to by the City for the efficient conduct of the Lessee's Mining Operations, including such portions of the Property necessary for the construction of stockpile areas, aggregate processing plants, and other associated facilities. Lessee shall prepare and submit to the City for approval a preliminary design of the portions of the surface of the Property that it anticipates using before commencing the Mining Operations and shall update such design as necessary during the term of this Lease Agreement. The City shall not unreasonably withhold its approval of such designs and use of the Property surface by Lessee for the Mining Operations.

1.4 Lessee is authorized to install, store, and locate equipment and supplies, and to erect and maintain suitable temporary buildings and structures for offices, workmen, equipment, and supplies related to its Mining Operations on the Property.

The authorized uses of the Property for Mining Operations set forth in this section are granted by the City exclusively to the Lessee. The Lessee shall not sublet nor assign any of its rights of authorized use under this Lease Agreement except as explicitly permitted in Section 19 below.

2. Term of Lease. The term of this Lease Agreement shall commence on the date it is mutually executed by the City and Lessee (i.e., the Effective Date) and continue for a period of one (1) year, unless terminated before then in accordance with the terms and conditions set forth herein ("Term"). Without limiting any other provision herein concerning default or termination, this Lease Agreement shall terminate automatically if Lessee does not commence Mining Operations on the Property within three (3) months after the Effective Date.

2.1 The Lessee may request one (1) extension to the Term of this Lease Agreement, for a period of no more than six (6) months, by providing notice of the same to the City no less than sixty (60) days prior to the expiration of the Term. The City may grant or deny the requested extension in its sole discretion.

3. City Obligations during the Term of the Lease Agreement. The City makes no representations or warranties whatsoever concerning the condition of the Property, the quantities of Construction Aggregate present, the suitability of the Property and Mining Cell for mining, processing, marketing, and selling said Construction Aggregate, or the costs associated with reclaiming the Mining Cell for use as a water storage reservoir. Without limiting any other term of condition in this Lease Agreement, the City agrees during the Term of this Lease Agreement to do the following.

3.1 The City shall maintain as necessary the slurry wall that currently circumscribes the Mining Cell on the Property and maintain responsibility for any testing of the slurry wall that may be necessary after Mining Operations under this Lease Agreement are complete.

3.2 The City shall maintain any existing responsibility it currently holds for acquiring and funding bonds that are required of the City as a condition of the Permit.

3.3 The City shall provide a source of water at a location on the Property mutually agreed to by the Parties for use by the Lessee for its Mining Operations, more specifically for its aggregate processing plant, and any required dust control associated with the Mining Operations, in amounts not to exceed five (5) acre-feet per month and fifty (50) acre-feet in total.

3.4 The City shall bear primary responsibility, with good faith cooperation from the Lessee, for filing substitute water supply plans and delivering augmentation water as required by the same for Mining Operations at the Property.

3.5 The Parties do not anticipate that dewatering operations will be necessary during the term of this Lease Agreement. Notwithstanding the foregoing, the City will consider in good faith any request by the Lessee to utilize City infrastructure at the Property for dewatering operations in the event such operations become necessary.

4. Lessee Obligations during the Term of the Lease Agreement. Lessee acknowledges that it is solely responsible for the obligations associated with its Mining Operations on the Property. Lessee further acknowledges that it is solely responsible for ensuring compliance of the Mining Operations with all applicable rules, regulations, and laws, and that any penalties or fines resulting from non-compliance shall be borne solely by the Lessee. Without limiting any other term of condition in this Lease Agreement, the Lessee agrees during the Term of this Lease Agreement to do the following.

4.1 Lessee shall use and occupy the Property only for the Mining Operations explicitly described herein and shall do so in strict compliance with the Permit.

4.2 Lessee shall not use nor occupy the Premises for any purpose other than the Mining Operations or for any unlawful purpose.

4.3 Lessee shall furnish, at its sole expense, the management expertise, labor, funds, equipment, machinery, tools, materials, and supplies necessary to mine, excavate, transport, process, stockpile, sell, and ship the Construction Aggregate from the Premises as contemplated by Lease Agreement. Lessee shall ensure that all equipment and machinery necessary for the Mining Operations is operated by and managed by trained operators and management personnel, in strict accordance with all Federal Mine Safety and Health Administration rules and regulations.

4.4 Lessee shall coordinate with the City to operate the existing dewatering system within the Mining Cell, if dewatering is deemed necessary to lower the water table in the Mining Cell during the term of this Lease Agreement. Subject to prior approval from the City, Lessee shall construct any ditches necessary to direct water within the Mining Cell to the established dewatering system. If riprap is required to protect the pond wall, the City will provide the riprap and the Lessee will install. Additionally, if requested by the City, Lessee shall install a pump capable of pumping no less than 8 c.f.s. from the ditch on the west side of Pond B into Pond B.

4.5 Lessee shall strictly comply with all federal, state, county, and local laws, rules,

and regulations of every kind and nature applicable to its Mining Operations on the Property, including, without limitation, the authorities referenced on the Environmental and Hazardous Substances Indemnity Addendum attached hereto as Exhibit B.

4.6 Lessee shall perform its obligations under this Lease Agreement in a good and workmanlike manner, in a timely manner, and in accordance with industry standard mining operations and practices, including, without limitation, taking all reasonable measures to secure the Property from unauthorized access, vandalism, and damage by third parties.

4.7 Lessee shall not waste nor permit others to lay waste to the Property, the Construction Aggregate, or permit any activity that may impair the value of either.

4.8 Lessee shall facilitate continued use, operations, and enjoyment by the City of those portions of the Property not actively required by the Lessee for its Mining Operations, provided that the same do not pose a safety hazard either to the Lessee or the City.

4.9 Lessee shall expeditiously complete its Mining Operations, including, without limitation, all finish grading, to allow the City continued operation and maintenance of the Property as a water storage reservoir as designed and on schedule.

4.10 Lessee shall maintain any and all Improvements on the Property to which it is entitled use during the Term of this Lease Agreement in good condition and working order.

4.11 Lessee shall timely satisfy any and all reporting obligations required by the Permit.

4.12 Lessee shall regrade the Mining Cell to eliminate any existing dead pools and slopes greater than a ratio of 3:1 and in accordance with a final grading plan to be obtained by the City. Lessee shall not under any circumstances allow the undisturbed high-wall slope of the Mining Cell to be mined at a slope steeper than a ratio of 3:1 or allow the crest of the undisturbed high-wall slope to be mined closer than 25 feet to the centerline of the slurry wall circumscribing the Mining Cell.

4.13 Lessee shall restore any reclaimed vegetated areas on the Property that it disturbs during the term of this Lease Agreement.

4.14 Lessee shall furnish to the City a performance bond in the amount of \$500,000.00, to ensure its strict compliance with the terms and conditions of this Lease Agreement.

5. Improvements. Lessee may, at its sole cost and expense, design, permit, clear, grub, grade, excavate, install and construct roads, utilities, structures, facilities, or other miscellaneous improvements on the Property that are necessary and directly ancillary to Lessee's Mining Operations. Any such alterations and improvements shall be made in a workmanlike manner and shall comply with all applicable laws, rules, and regulations. Prior to commencing any such work, Lessee shall request and obtain the City's written approval of such alterations or improvements (collectively "Improvements"), which approval the City agrees not to unreasonably withhold.

6. Covenant against Liens or Encumbrances. Lessee shall not suffer nor permit the Property to become subject to any liens or encumbrances arising by, through or under Lessee. In the event any such lien or encumbrance is filed or otherwise asserted against the Property or any part thereof, the Lessee shall indemnify and hold harmless the City against all costs associated with responding to the asserted lien or encumbrance. In the event the Lessee suffers or otherwise permits a lien to be placed upon any part of the Property, then Lessee shall within thirty (30) days thereafter either obtain a full release of said lien. The City or provide unto Landlord a bond with well rated corporate surety adequate to bond the lien.

7. Royalties for Construction Aggregate. The Lessee shall pay to the City royalties for all Construction Aggregate mined within the Property (“Royalties”). Royalties shall be due from the Lessee once the Construction Aggregate has been mined, weighed, and removed from the Property, regardless of whether the Construction Aggregate is sold by the Lessee to a third party. Royalties for the Construction Aggregate mined, weighed, and removed from the Property shall be calculated as follows.

Washed Sand	\$0.50/Ton
Class 1 Structural Fill	\$0.50/Ton
Squeegee / Pea Gravel	\$1.00/Ton
3/8” + Clean Rock	\$1.50/Ton
Road Base	\$1.00/Ton
Overburden /Fill	\$0.30/Ton
Raw Pit Run from the Mining Cell	\$0.70/Ton

7.1 The Lessee shall remit to the City payment of Royalties due on or before the last business day of each calendar quarter for all Leased Material removed from the Property during the preceding calendar quarter. Lessee shall measure by a certified loading/weighing system (i.e. truck scales, belt scales, loader scales installed and maintained by Lessee) the quantities of Construction Aggregate removed from the Property and Royalties shall be paid based on such weight measurements.

7.2 Lessee shall deliver concurrently with all Royalties payments a detailed and accurate statement of the quantity and type of Construction Aggregate removed from the Property during the preceding quarter, certified by an officer of Lessee as being a correct and accurate accounting thereof (“Quarterly Statements”).

7.3 Lessee shall deliver all Royalties payments and Quarterly Statements to the City at the Notice address for the City set forth in Paragraph 23 below.

8. Weights and Records. Lessee shall weigh all Construction Aggregate mined from the Property on scales certified by an appropriate regulatory authority and shall maintain detailed and proper records of the same, including, without limitation, weight tickets. Lessee shall keep and maintain weigh tickets, sales ledgers, and scale house reports, and other industry standard records of the Construction Aggregate removed from the Property and shall make such records readily available for inspection by the City upon two (2) days’ prior notice during normal business hours. In addition and upon the City’s request, Lessee shall furnish to the City by mail such reasonable reports and records as the City may deem necessary or appropriate for the proper review of the Mining Operations on the Property. In the event such review reveals any Quarterly Statements or Royalties payments to be incorrect or contain errors, the Lessee shall reimburse any costs incurred by the City to conduct such review and shall immediately remit

payment to the City for any outstanding Royalties due, if any, based on such errors. Nothing in this paragraph is intended or shall be construed to limit the City from seeking any other remedies available in such an event.

9. Insurance Requirements. Lessee shall procure and maintain for the full term of this Lease Agreement, at its sole expense, insurance policies providing coverage as follows. Before commencement of the Mining Operations, Lessee shall 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.

9.1 Lessee shall procure and maintain for the full term of this Lease Agreement, at its sole expense, statutory Worker's Compensation and Occupational Disease Disability Insurance coverage as required by Colorado and federal law, for all officers and employees performing work for the Lessee under this Lease Agreement.

9.2 Lessee shall additionally procure and maintain for the full term of this Lease Agreement, at its sole expense, the following minimum insurance protections:

9.2.1 Comprehensive General Public Liability and Property Damage Insurance in amounts not less than \$2,000,000 per person and \$2,000,000 per occurrence with respect to bodily injury or death and not less than \$2,000,000 in respect to any damage to or destruction of property.

9.2.2 Employer's Liability Insurance in the amount of not less than \$2,000,000 per occurrence.

9.2.3 A general environmental liability policy in the amount of not less than \$2,000,000 per occurrence.

9.2.4 Automobile Liability Insurance with a combined single limit (bodily injury and property damage) in the amount of \$1,000,000.

9.2.5 An umbrella policy in the amount of not less than \$5,000,000.

9.3 Lessee shall ensure the insurance policies described herein contain an endorsement naming the City of Greeley, and its 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 thirty (30) days written notice to the City before any cancellation.

9.4 Lessee shall obtain the insurance policies described herein only from insurance companies with authority to issue policies in the State of Colorado.

9.5 For the term of this Lease Agreement, Lessee shall not cancel, materially change, or fail to renew the insurance coverages described herein, and Lessee shall notify the City of Greeley's Risk Manager of any reduction or exhaustion of aggregate policy limits. If the Lessee at

any time fails to purchase or maintain the insurance coverages described herein, the City shall have the right to procure such insurance coverage at the sole expense of Lessee.

9.6 Nothing in this Section 9 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 its performance or nonperformance under this Lease Agreement.

9.7 Lessee shall require all permitted contractors and subcontractors performing work in connection with this Lease Agreement to procure and maintain insurance coverage consistent with the requirements of this Section 9.

10. Repairs; Maintenance Obligations. Lessee shall during the Term of this Lease Agreement maintain the portions of the Property used and occupied, at its sole expense, in clean and safe condition and in strict compliance with the requirements of this Lease Agreement, the Permit, industry standard operations and practices and all applicable federal, state, county and local laws, rules and regulations. Lessee further shall, at its sole expense, promptly repair any damages caused to the Property during the Term of this Lease Agreement.

11. Liabilities and Indemnification; Governmental Immunity. Lessee hereby assumes any and all risk of loss or damage to all persons, equipment, and personal property located on the Property, whether from windstorm, fire, earthquake, snow, water runoff, soil conditions, or any other causes whatsoever.

11.1 Lessee and its agents, employees, contractors, and invitees hereby release and agree to indemnify, defend, and hold harmless the City, and its agents, officers, and employees from and against all damages, claims, actions, causes of action, demands, judgments, costs, and expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising in any manner from the operations and activities of Lessee under this Lease Agreement, including, without limitation, Lessee's operations and activities in, on, or about the Property, and any failure by the Lessee to comply with the terms and conditions of the Permit.

11.2 Lessee and its agents, employees, contractors, and invitees hereby release and agree to indemnify, defend, and hold harmless the City, and its agents, officers, and employees from and against all damages, claims, actions, causes of action, demands, judgments, costs, and expenses of every kind and nature arising in any manner from the operations and activities of Lessee under this Lease Agreement and pursuant to any Federal, State, County or local environmental laws, ordinances, rules and regulations, including, without limitation, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9601 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), as any of such laws, ordinances, rules and regulations as existing and applicable now or hereafter enacted or amended.

11.3 Nothing in this Lease Agreement is intended or shall be construed to constitute a waiver, express or implied, by the City of any of the immunities, rights, benefits, protections or other provisions to which it may be entitled under applicable law, including, without limitation, under the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as existing and applicable now or hereafter enacted or amended.

11.4 The foregoing assumptions of risk, indemnification, and limitations on City liability shall survive the termination or expiration of this Lease Agreement in perpetuity.

12. Taxes and Utilities. The Parties acknowledge that the City is a tax-exempt public entity. Lessee shall pay all taxes associated with its use and occupation of the Property pursuant to this Lease Agreement, including, without limitation, (i) all sales and use taxes levied or assessed upon the Construction Aggregate it has mined, sold and removed from the Property, (ii) all severance, excise, and production taxes, or other taxes based on or measured by production of the Construction Aggregate, and (iii) taxes assessed and levied against machinery, equipment, fixtures, structures, and improvements placed or erected on the Property by the Lessee. The termination or expiration of this Lease Agreement shall not relieve the Lessee of the obligation to pay such taxes assessed during the Term of this Lease Agreement, regardless of whether such taxes are due and payable after the cancellation, termination or expiration date of the Lease Agreement. Lessee shall bear sole responsibility for all costs and charges associated with electricity, gas, fuel, and similar expenses necessary for the utilities used by Lessee for its Mining Operations on the Property.

13. Reservation, Inspections, and Corrective Actions. The City, including its officials, employees, consultants, agents, and representatives, reserves the right to enter onto the Property at any time and for any purpose, including, without limitation, to inspect the Property and Lessee's Mining Operations thereon, to review Lessee's records, and to otherwise ensure Lessee's compliance with the terms and conditions of this Lease Agreement.

13.1 If the City identifies any actions or corrective steps to be necessarily taken by the Lessee in order to maintain compliance with the terms of this Lease Agreement, and Lessee, upon being notified in writing thereof, shall fail to undertake any such action or corrective steps within a reasonable time thereafter, the City may enter upon the Property and take such measures as it deems reasonably necessary, consistent with its notice to Lessee, to correct such non-compliance, all of which shall be at Lessee's expense.

13.2 If any inspection reveals that Lessee has failed to observe or perform any term or condition of this Lease Agreement such that Lessee has created a public safety hazard on the Property, then the City upon written notice to Lessee may, in its sole discretion, immediately take any action it deems necessary to secure the safe operation of the Property, including, without limitation, terminating this Lease Agreement, re-entering and repossessing the Property, with or without legal proceedings, using such force as may be necessary, and removing any property belonging to Lessee without prejudice to any claim for rent or for the breach of covenants hereof. Lessee and its 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.

14. Status of Title to the Property. The City represents that it has good and marketable title to the Property and that the parties executing this Lease Agreement on behalf of the City have the requisite authority to bind the City accordingly. The City makes no warranties nor representations of any kind concerning easements or other encumbrances affecting the Property, and Lessee accordingly accepts the Property in its existing "AS-IS" condition and accepts and assumes all risks and costs associated with its

Mining Operations and activities conducted pursuant to this Lease Agreement, except where explicitly stated to the contrary.

14.1 If subsequent to the execution of this Lease Agreement, Lessee discovers that the City's title to the Property, Mining Cell, and/or Construction Aggregate is not good and marketable, Lessee shall promptly notify the City in writing of the same. In such event, the City may, at its sole discretion and cost, elect to take such action necessary to correct the specified title defect. If any such title defect adversely affects the Lessee's ability to conduct the Mining Operations contemplated by this Lease Agreement and is not cured by the City within sixty (60) days after receipt of such notice from the Lessee, Lessee shall be entitled to terminate this Lease Agreement.

15. Default by the Lessee. Without limiting any of the terms and conditions set forth herein, the occurrence of any of the following events shall constitute a default by the Lessee of the terms of this Lease Agreement.

15.1 Failure by the Lessee to pay when due any Royalties or other sum hereunder for a period of thirty (30) days after written notice from the City of nonpayment.

15.2 Filing by the Lessee of a petition for bankruptcy, or adjudication of the Lessee as bankrupt or insolvent, or filing by the Lessee of any petition for reorganization, arrangement, composition, or other adjustment with creditors, if any of the foregoing are not dismissed within thirty (30) days.

15.3 Abandonment by the Lessee of the Property or cessation of its Mining Operations thereon, other than as a result of a force majeure event, for a period of sixty (60) days.

15.4 Purported sublet, assignment, or other transfer by the Lessee of any interest in this Lease Agreement in violation of the terms and conditions set forth herein.

15.5 Failure by the Lessee to perform, observe, or comply with any obligation, covenant, or representation set forth in this Lease Agreement, if such failure is not cured within thirty (30) days following written notice of the same from the City, provided that if the City reasonably concludes that the default constitutes an emergency condition or condition that cannot be remedied or cured, then it may acknowledge such default immediately and avail itself of any and all available remedies.

16. Remedies for Default by the Lessee. In the event of a default by the Lessee of the terms of this Lease Agreement, the City may, in its sole discretion, elect to proceed with any one or more of the following remedies.

16.1 Terminate this Lease Agreement, including any rights of the Lessee hereunder, with immediate effect by providing written notice to the Lessee of the same.

16.2 Make any payment or comply with any obligation required and not performed by the Lessee, whereby the City shall subsequently have the right to claim and collect all costs,

expenses, and damages (including, without limitation, actual costs related to Lessee's acts or omissions that caused the default) incurred thereby as additional sums immediately due and payable by the Lessee to the City.

16.3 Recover all damages incurred by the City as a result of such default, including, without limitation, recovery of all Royalties due and payable through and from the date of default.

16.4 Recover all costs and expenses incurred by the City as a result of such default.

16.5 Seek and avail itself of any other remedies available to the City by law or in equity as a result of such default.

17. Notice of Completion; Surrender of Possession. Lessee shall provide written notice to the City no less than three (3) months in advance of its anticipated completion the Mining Operations. The Lessee shall immediately and peaceably surrender possession of the Property to the City upon the expiration or termination of this Lease Agreement, in the condition required by the City and in accordance with the Permit. The Lessee shall maintain all insurance coverages required by this Lease Agreement in full force and effect during the performance of any obligations necessary to reclaim or return the Property to its required condition.

18. Possession of Construction Aggregate. Lessee may request to stockpile and continue selling Construction Aggregate mined by Lessee on the Property for a period of no more than three hundred and sixty-five (365) days after the expiration of this Lease Agreement, which request the City may grant or deny in its sole discretion. In the event the City grants such a request, the City shall provide the Lessee with reasonable access to the Property as necessary to remove the Construction Aggregate and all provisions of this Lease Agreement relevant to this limited purpose, including, without limitation, payment of Royalties to the City, shall survive accordingly for such period. Any Construction Aggregate remaining on the Property after expiration or termination of the 365-day period described above shall be the exclusive property of City.

19. Lessee Status; No Partnership or Joint Venture. The City grants no right or interest in the Property to the Lessee other than as explicitly set forth in this Lease Agreement and Lessee shall make no claims to the contrary. This Lease Agreement does not create a partnership or joint venture of any kind between the Parties, and the Lessee shall bear the entirety of any loss, cost, or expense incurred by its Mining Operations on the Property. Lessee and its agents, employees, contractors, and invitees shall conduct themselves at all times under this Lease Agreement as an independent contractor and not as employees, agents, or joint ventures of 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 its agents, employees, contractors, and invitees shall not represent themselves as employees, agents, or joint ventures of the City. Lessee and its 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.

20. Waiver. The failure of either Party to insist, in any one or more instances, upon strict performance of any of the obligations or provisions of this Lease Agreement, or to enforce any right hereunder, shall not be construed as a waiver by such Party of any such provision or right, nor as an

acceptance of such non-performance in any other instance, and the provision shall continue and remain in full force and effect. Any such waiver of a term, condition, or potential breach of this Lease Agreement must be made in a writing duly authorized and executed by the waiving Party.

21. Restriction on Assignment and Sublease. The Lessee shall not sublease, assign, delegate, nor transfer any of its rights or obligations under this Lease Agreement without the prior written consent of the City. Lessee shall request consent from the City prior to any purported assignment of this Lease Agreement by advance written notice of at least thirty days. Such consent may be given or withheld in the sole discretion of the City. In the event it divests any portion of the Property, the City may unilaterally assign this Lease Agreement in whole or in part to any purchaser of the Property.

22. No Third-Party Beneficiaries. This Lease Agreement is entered into between the Parties for the purposes set forth herein with the intent that the Parties are the only beneficiaries of this Agreement and only benefitted to the extent explicitly provided herein. Any other party that realizes a benefit pursuant to this Agreement shall be deemed an incidental beneficiary only.

23. Force Majeure. Subject to the terms and conditions listed in this Paragraph, no Party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of Force Majeure, as that term is specifically defined with regard to each Party below; provided that: (a) the non performing Party gives the other Party written notice describing the particulars of the occurrence of the Force Majeure event or condition within thirty (30) days of such occurrence; (b) the suspension of performance is of no greater scope and no longer duration than is required by the Force Majeure event or condition; and (c) the non performing Party proceeds with reasonable diligence to remedy its inability to perform and provide weekly progress reports to the other Party describing the actions taken to remedy the consequences of the Force Majeure event or condition. As used herein, the term "Force Majeure" shall mean causes beyond the reasonable control of the Party such as, but not limited to, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, weather conditions, fire or other casualty, or action of governmental authorities.

24. Subordination. Lessee agrees to subordinate its interest in the Property pursuant to this Lease Agreement, to any mortgages, deeds of trust, security agreements, and other liens or encumbrances created by or through the City, if any, all of which are permitted hereunder and which may hereafter be executed by the City covering the Property or any portion thereof, including any amendments, modifications, or renewals thereto.

25. Notices. All notices to be given or made by either Party to the opposite Party pursuant to this Lease shall be deemed given if mailed, by certified mail, to the Parties, at the following addresses:

To the City: City of Greeley
 Attn: Water and Sewer Department
 1001 11th Avenue, 2nd Floor
 Greeley, Colorado 80631

With copy: City of Greeley
 Attn: City Attorney's Office
 1100 10th Street, Suite 401

Greeley, Colorado 80631

To Lessee: J-2 Contracting Co.
105 Coronado Court, Unit A-101
Fort Collins, Colorado 80525
Attn: Chris Leone, President

26. Binding Upon Successors and Assigns. This Lease Agreement and the terms and conditions set forth herein shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors in interest and permitted assigns. Lessee may record a memorandum of this lease in the records of the Weld County, Colorado Clerk and Recorder.

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

28. Review by Legal Counsel. The City and Lessee acknowledge that both Parties were afforded an adequate opportunity to review this Lease Agreement with their respective legal counsel and that no provision in this Lease Agreement should be interpreted or construed against a party responsible for the drafting thereof.

29. Time of the Essence. Except where explicitly stated to the contrary, time shall be of the essence with respect to the performance by the City and Lessee of their respective obligations under this Lease Agreement.

30. Recovery of Costs and Fees. In addition to any remedies otherwise available, a Party that is successful in a legal action necessarily commenced against the other due to a default or breach of this Lease Agreement may recover from the defaulting party reasonable costs and attorneys' fees incurred during the course of such legal action.

31. Governing Law and Venue. This Lease Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, with venue exclusively proper in Weld County, Colorado.

32. Severability. The invalidity or unenforceability of any provision of this Agreement, if found by a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement unless the exclusion of such provision would frustrate the purpose of this Agreement.

33. Integration and Amendment. This Lease Agreement constitutes a complete integration of the understanding and agreement between the City and Lessee with respect to the subject matter herein. No representations, negotiations, or warranties, express or implied, exist between the City and Lessee except as explicitly set forth in this Lease Agreement. This Lease Agreement may only be modified in a written form duly authorized, approved, and executed by the City and Lessee.

34. Counterparts and Electronic Signatures. This Lease Agreement may be signed in one or

more counterparts, each of which shall be deemed an original and when compiled shall constitute one and the same instrument. The Parties agree to be bound by electronic signatures.

IN WITNESS WHEREOF, the City of Greeley and J-2 Contracting Co. have executed this Mining Lease Agreement, effective as of the date set forth above.

LESSEE
J-2 CONTRACTING CO., a Colorado corporation

By: _____
Chris Leone, President

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

Attest:

By: _____
Mayor

By: _____
City Clerk

EXHIBIT A
MINING LEASE AGREEMENT
(City of Greeley and J-2 Contracting Co.)

Legal Description of the Property

Tract B and Tract C, Poudre Ponds Minor Subdivision, which parcels are also identified in the records of the Weld County Assessor as Parcel Nos. 080536210002 and 080536110003.

EXHIBIT B
MINING LEASE AGREEMENT
(City of Greeley and J-2 Contracting Co.)

Environmental and Hazardous Substances Indemnity Addendum

1. Lessee shall not cause nor permit any Hazardous Substances to be brought upon, kept, or used in or about the Property by Lessee, its agents, employees, contractors, or invitees without the prior written consent of the City (which consent the City shall not unreasonably withhold so long as Lessee demonstrates to the City's reasonable satisfaction that such Hazardous Substances are necessary to use of the Property for the Mining Operations, and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Substances).

2. Lessee shall use and handle any Hazardous Substances in compliance with all applicable federal, state and local laws, regulations, orders and manufacturer guidelines. Lessee shall indemnify and hold the City harmless from any claim, expense, fine, diminution in value of the Property, enforcement costs or any injury or damage to persons and/or property that results from Lessee's use of such materials on or about the Property.

3. The term "Hazardous Substances" shall include: (a) any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Water Act, 33 U.S.C., § 1251 et seq.; or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil other than petroleum and petroleum products which are contained within regularly operated motor vehicles, heavy equipment or plant equipment and (d) asbestos.

4. Compliance with Environmental Laws. Lessee shall at all times and in all respects strictly comply with all local, state and federal laws, ordinances, regulations and orders relating to the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substances. Upon expiration or earlier termination of the Term of this Lease Agreement, Lessee shall cause all Hazardous Substances to be removed from the Property.

5. Pollution Control. Lessee shall at all times and in all respects strictly comply with all local, state and federal laws, ordinances, regulations and orders relating to pollution control and protection.

6. Notices. If at any time Lessee becomes aware or has reasonable cause to believe that any breach of any applicable law concerning Hazardous Substances has occurred, Lessee shall immediately give written notice of that condition to the City. In addition, Lessee shall immediately notify the City in writing of (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any applicable laws, (b) any claim made or threatened by any person against Lessee or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances or pollution, and (c) any reports made to any local, state or federal environmental agency arising out of or in connection with any Hazardous Substances or pollution related to the Property, including any complaints, notices, warnings or asserted violations in connection therewith. Lessee shall also immediately supply to the City copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Property and Lessee's use thereof.

7. Indemnification of the City. To any extent not covered by Lessee's general indemnification obligations set forth in the Lease Agreement, and without limiting the same, Lessee shall indemnify (by legal counsel acceptable to the City), protect, and hold harmless the City and each of the City's partners, directors, officers, employees, agents, attorneys, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including, without limitation, diminution in the value of the Property, damages for the loss or restriction on use of the Property), costs or expenses (including attorneys' fees, consultant fees and expert fees) for the death or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part by Lessee's violating its covenants as set forth herein, which directly or indirectly results in (a) the presence in, on, under or about the Property, or any discharge or release in or from the Property, of any Hazardous Substances or pollution, or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Substances or pollution to, in, on, under, about or from the Property, or (b) Lessee's violation of any applicable laws. Lessee's obligations hereunder shall include, without limitation and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of site conditions and any and all costs of any required or necessary repair, cleanup, detoxification or decontamination of the Property (including, without limitation, the soil and groundwater on or under the Property) and the preparation and implementation of any closure, remedial action or other required plans in connection therewith. Lessee's obligations hereunder shall survive the expiration or earlier termination of the Term of the Lease Agreement in perpetuity. For purposes of the release and indemnity provisions hereof, any acts or omissions of Lessee or by employees, agents, assignees, contractors or subcontractors of Lessee or others acting for or on behalf of Lessee (whether negligent, intentional, willful, or unlawful) shall be strictly attributable to Lessee.



Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Virgil Pierce - Utility Finance Manager

Title:

Approval of the 2025 W&S Rates and Fees Resolution

Summary:

The 2025 Rate Resolution and Appendices are included for the Board's review. The water and sewer rates and fees were developed in response to the 2025 budget that the Board recommended to the City Manager at the July 2024 meeting.

Residential water rates are increasing 6.0% and residential sewer rates are increasing 5%. Residential water customers inside the city and in the service area formerly served by North Weld Water District are the only customers on a tiered water budget rate structure.

Plant investment fees are updated annually for water and sewer. The water plant investment fee is increased to \$15,000 for a ¾" tap, an increase from the 2024 fee of \$12,900. The sewer plant investment fee is increasing to \$8,650 for a ¾" tap an increase from the 2024 fee of \$7,500.

Using the pricing method presented to board in the November 2024 meeting, the cash-in-lieu of raw water fee will increase from \$51,500 to \$56,500 per acre-foot. The new cash-in-lieu price will take effect on March 1, 2025. Water and Sewer Board Resolution 2, 2020 allows the cash-in-lieu fee to be recalculated as necessary, but no less than once per year. Staff will bring forward future adjustments to the cash-in-lieu fee for Board review if necessary, in 2025.

Recommended Action:

Approve the Resolution Adopting Rates, Fees, and Charges for Water and Sewer Services in 2025.

Recommended Motion:

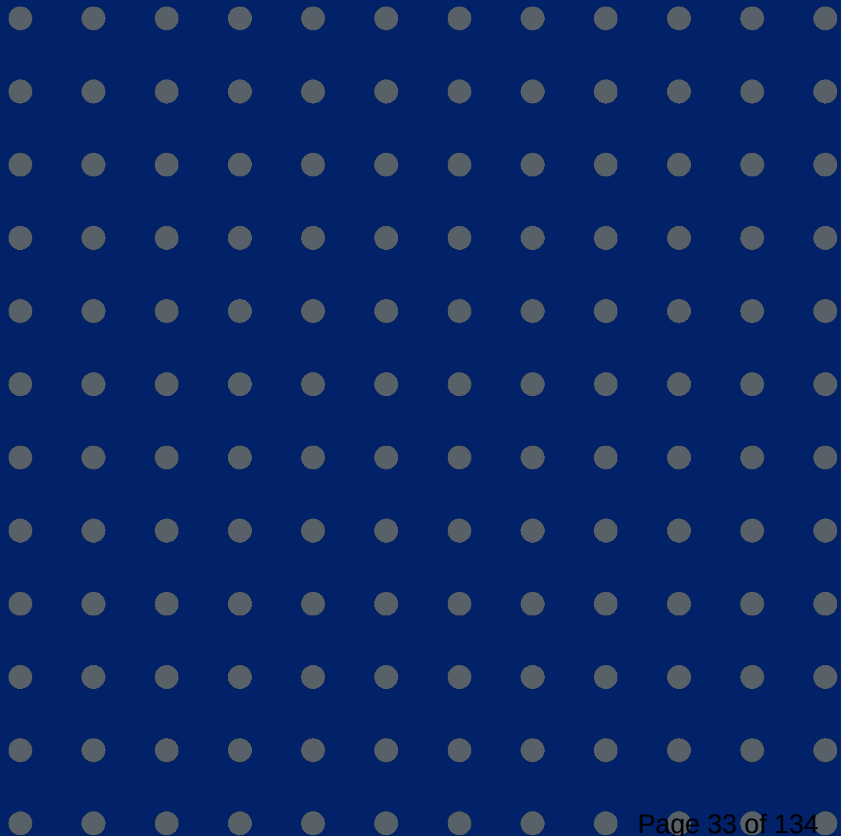
"I move that the Board approve the Resolution to Adopt Rates, Fees, and Charges for Water and Sewer Services in 2025."

Attachments:

1. 2025 Rate Adoption Presentation
2. 2025 Rate Resolution

2025 Water and Sewer Rate Adoption

Water & Sewer Board | December 18, 2024

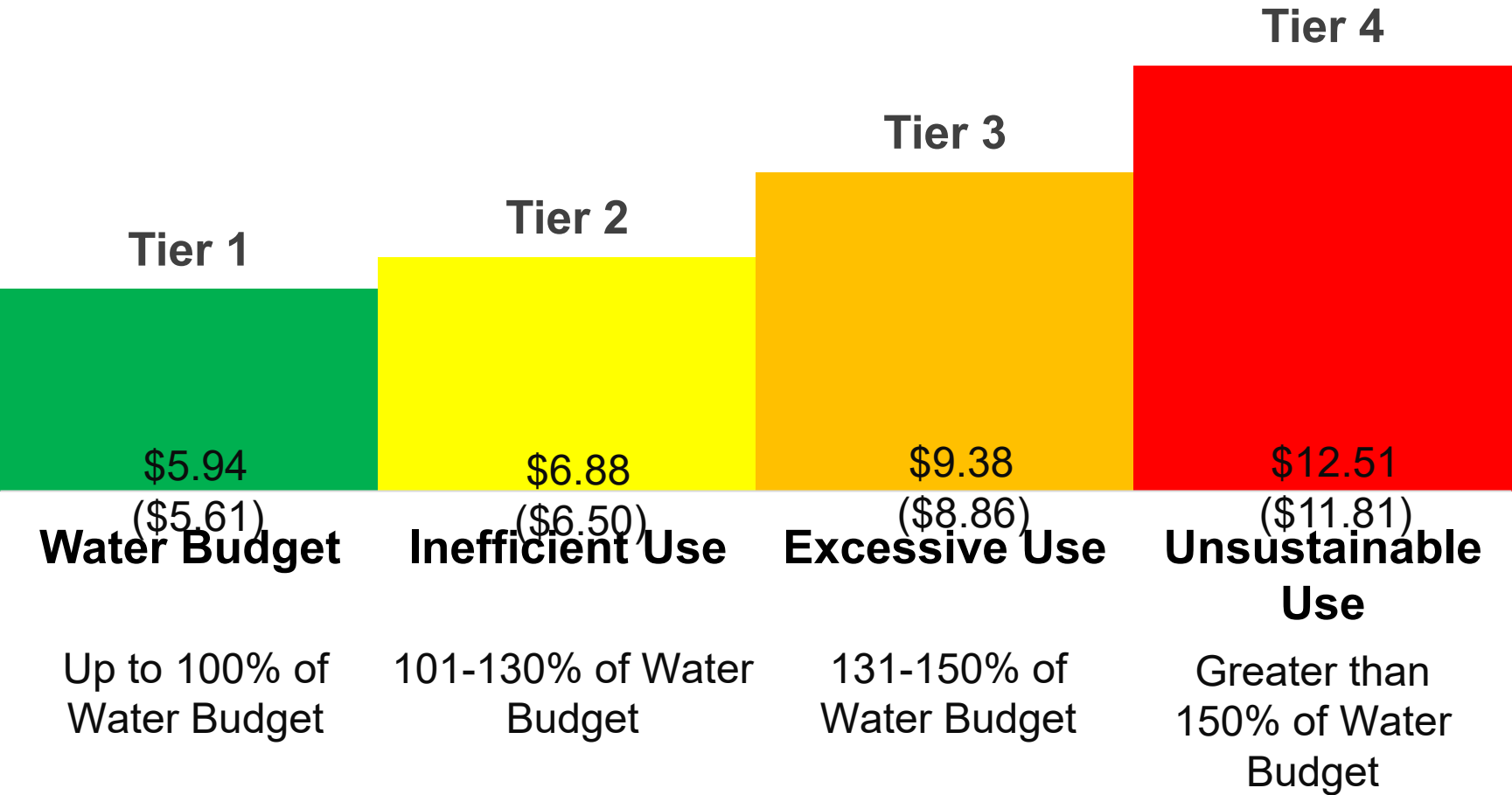


Rate Increases and Customer Bill Impacts



Residential
Water
Budget Rate
Structure

Rate Structure for Greeley SFR customers in 2025 (2024
Rate)



- Monthly Service Charge \$19.00 from \$17.75
- Uniform Residential Volumetric Rate \$6.22 from \$5.88

2025 Water Rate Changes

Customer Class	Existing Rate / kgal	% Increase	Proposed Rate / kgal
Inside Residential	\$ 5.88	6.0%	\$ 6.22
Inside Commercial	\$ 5.69	6.0%	\$ 6.03
Inside Industrial	\$ 4.77	4.0%	\$ 4.97
Outside Residential	\$ 11.66	6.0%	\$ 12.34
Outside Commercial	\$ 11.58	8.0%	\$12.34
Outside Industrial	\$ 4.12	12%	\$ 4.62
City of Evans	\$ 5.39	12%	\$ 5.83
Town of Windsor	\$ 5.61	12%	\$ 6.29
Town of Milliken	\$ 6.39	12%	\$ 7.16

2025 Sewer Rate Changes – Inside City

Customer Class	Existing Rate / kgal	% Increase	Proposed Rate / kgal
Single Family	\$ 4.46	5.0%	\$ 4.66
Multi-Family	\$ 4.46	4.5%	\$ 4.66
Commercial 1	\$ 4.43	4.5%	\$ 4.63
Commercial 2	\$ 6.31	4.0%	\$ 6.56
Commercial 3	\$ 8.15	4.0%	\$ 8.48
Commercial 4	\$ 9.95	4.5%	\$ 10.40
Commercial 5	\$ 11.76	5.0%	\$ 12.35

Wastewater Monthly Service Charge is increasing from \$18.00 to \$19.00 per month.

2025 Sewer Rate Changes – Industrial

Customer Class	Existing Rate / kgal	% Increase	Proposed Rate / kgal
Industrial SIC 2013	\$ 30.39	45%	\$ 44.08
Industrial SIC 2034	\$ 9.68	- 10%	\$ 8.71
Industrial SIC 2047	\$ 33.54	1%	\$ 33.88
Industrial SIC 2873	\$ 59.01	26%	\$ 74.48
Industrial SIC 4212	\$ 3.34	- 10%	\$ 2.95
Industrial SIC 5169	\$ 6.78	35%	\$ 9.19
Industrial SIC 7218	\$ 15.72	- 10%	\$ 14.15
Industrial SIC 7542	\$ 9.23	5%	\$ 9.70

2025 Sewer Rate Changes – Outside City

Customer Class	Existing Rate / kgal	% Increase	Proposed Rate / kgal
Single Family (outside)	\$ 6.64	8%	\$ 6.77
Multi-Family (outside)	\$ 6.64	8%	\$ 6.77
Commercial 1 (outside)	\$ 6.08	8%	\$ 6.23
Commercial 2 (outside)	\$ 8.23	10%	\$ 8.54
Commercial 3 (outside)	\$ 10.32	10%	\$ 10.89
Commercial 4 (outside)	\$ 12.59	12%	\$ 13.03
Commercial 5 (outside)	\$ 14.22	12%	\$ 14.72

2025 Single Family Residential Bill Impacts

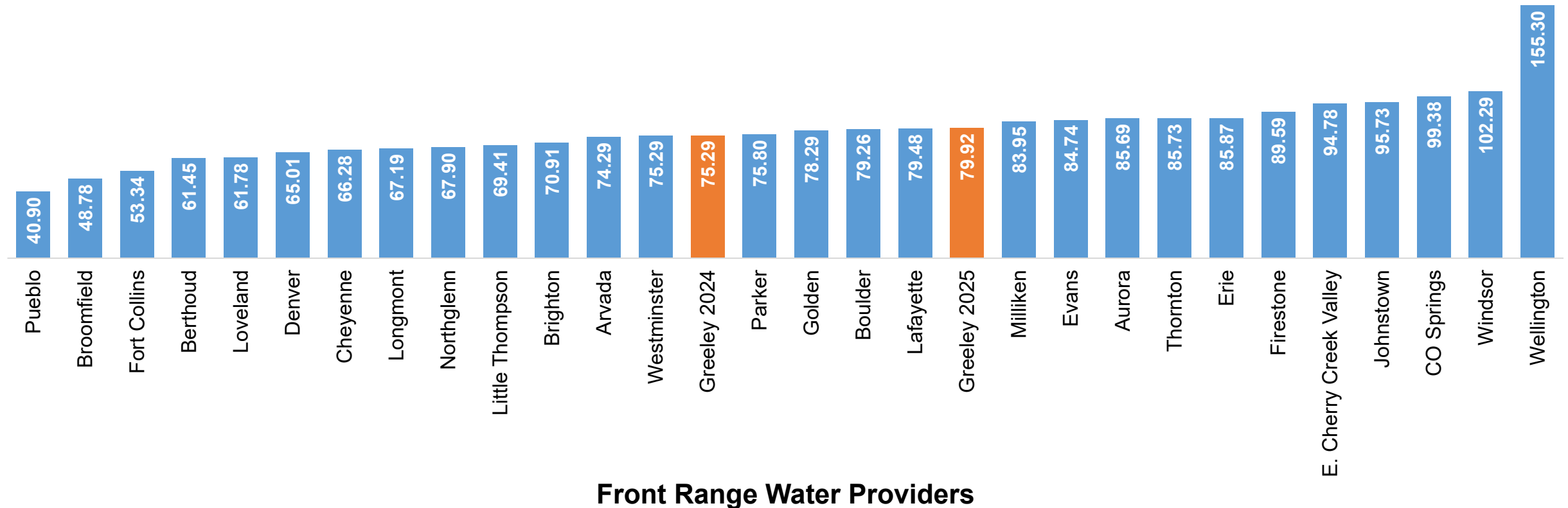
Impact of rate increases for a typical single family residential customer:

Average Monthly Bill	2024	2025	Change	Percent Change
Water	\$ 75.29	\$ 79.92	+\$ 4.63	6.0%
Sewer	\$ 33.61	\$ 35.31	+\$ 1.70	5.0%
Total W&S	\$108.90	\$115.23	+\$ 6.33	5.8%
Stormwater	\$ 16.48	\$ 25.17	+\$ 8.69	61.0%
Total Utility Bill	\$125.38	\$140.40	+\$ 15.02	12.0%

Assuming:
10,000 gallons of water per month; 3,500 gallons per month of winter usage.

Bill Comparisons

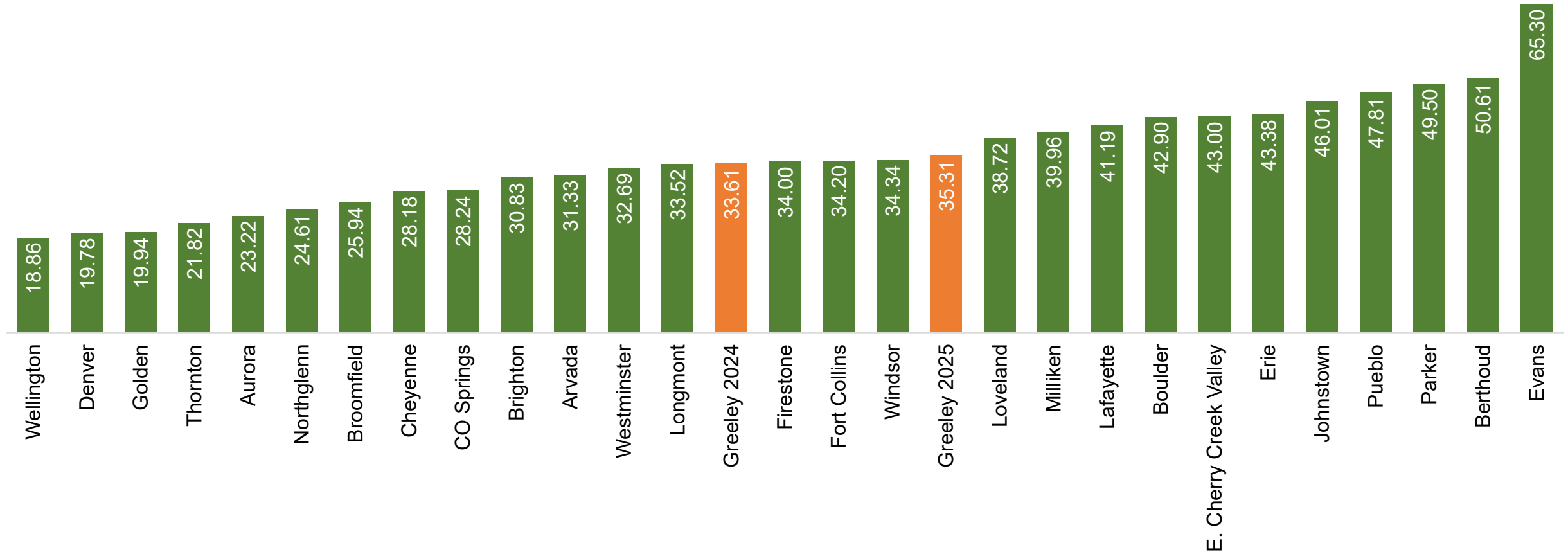
Single Family Monthly Water Bill Comparison
Assumes water use of 10,000 gallons per month



Bill Comparisons

Single Family Monthly Sewer Bill Comparison

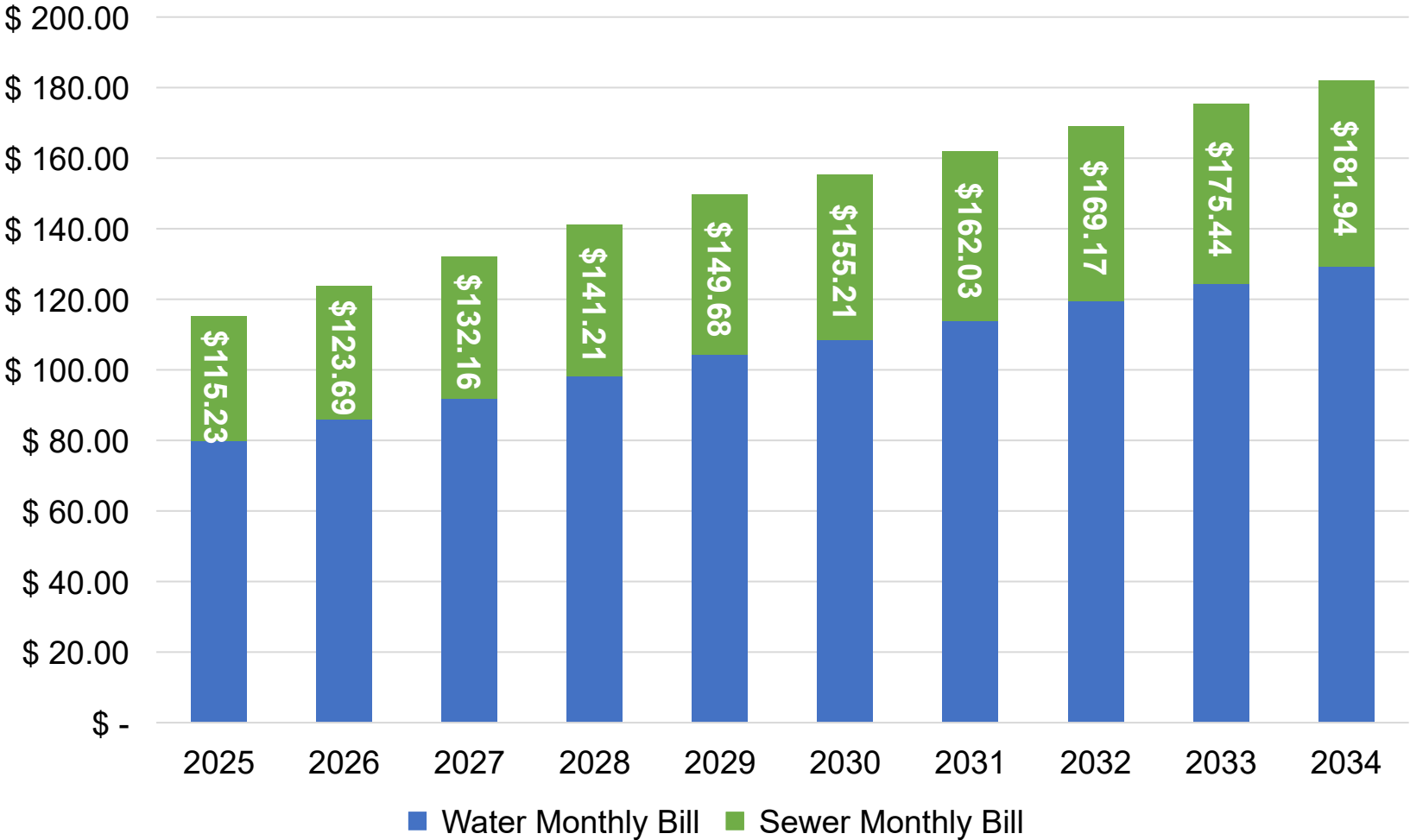
Assumes 3,500 gallons average winter consumption.



Front Range Sewer Providers

2025-2034 Residential PROJECTED Bill Impacts

Projected Water and Sewer Combined Bill - 2025 - 2034



For this customer: the average effective annual increase of their total bill over 2025-2034 is projected to be:

Water – 4.9%

Sewer – 4.1%

Combined Water and Sewer – 4.7%



Plant Investment Fees

Plant Investment Fees

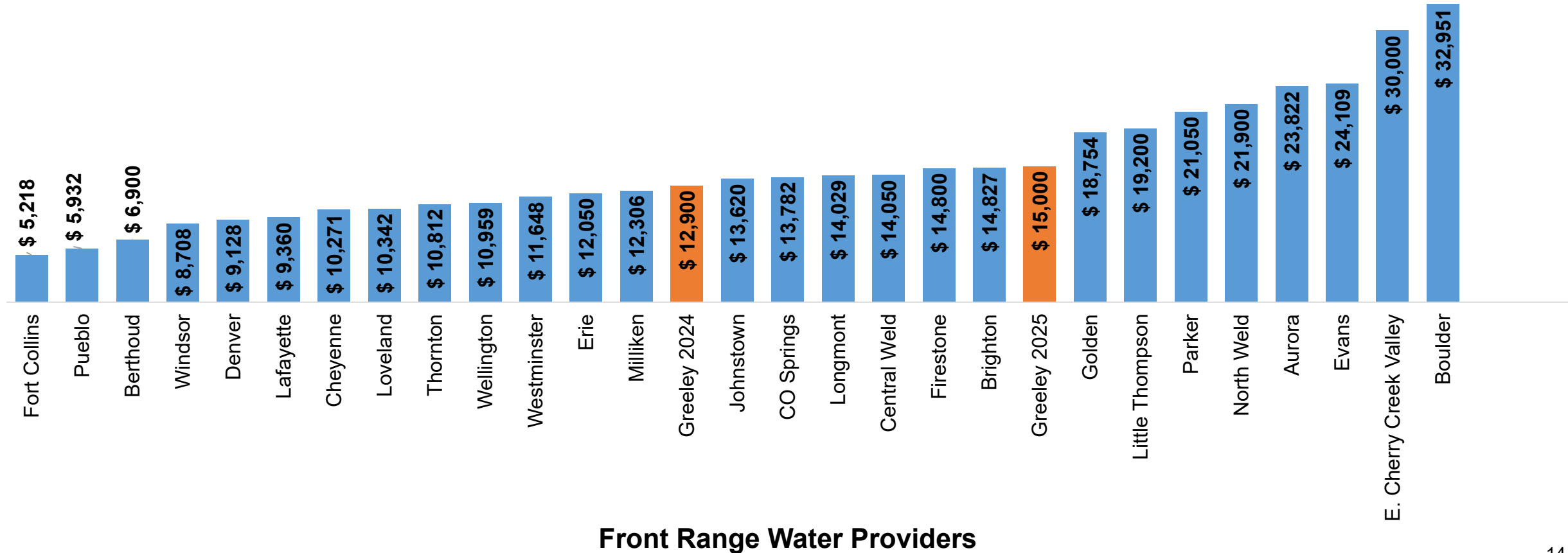
	2024	2025	Change	% Change
Water	\$12,900	\$15,000	\$2,100	16%
Sewer	\$7,500	\$8,650	\$1,150	15%
Total	\$20,400	\$23,650	\$3,250	16%

You will see in the rate resolution recent updates to the PIF charges:

- The size of the property in the case of residential lots combined with the type of irrigation water use determines the water PIF.
- The number of multifamily units in a multifamily structure is used to compute the sewer PIF.

Plant Investment Fees

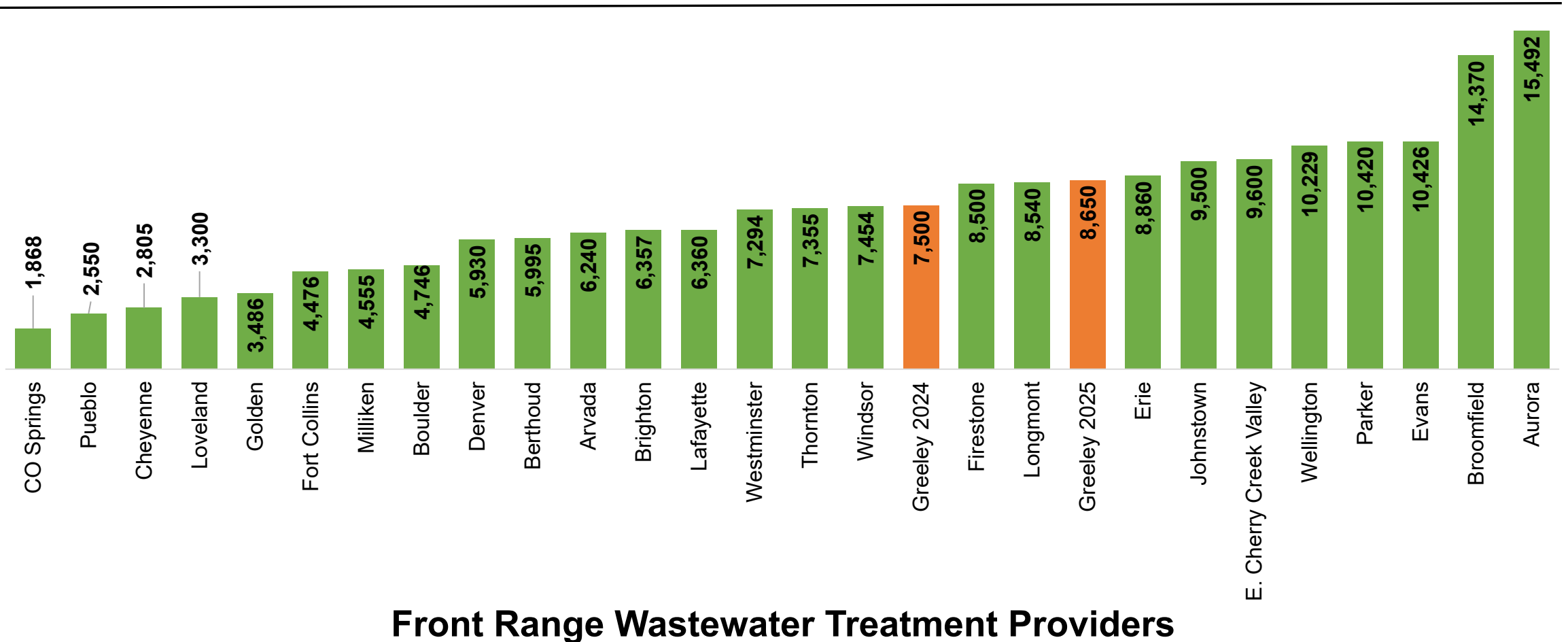
Water Plant Investment Fee 3/4" Tap



Plant Investment Fees

Sewer Plant Investment Fee

3/4" Tap



Cash-in-Lieu

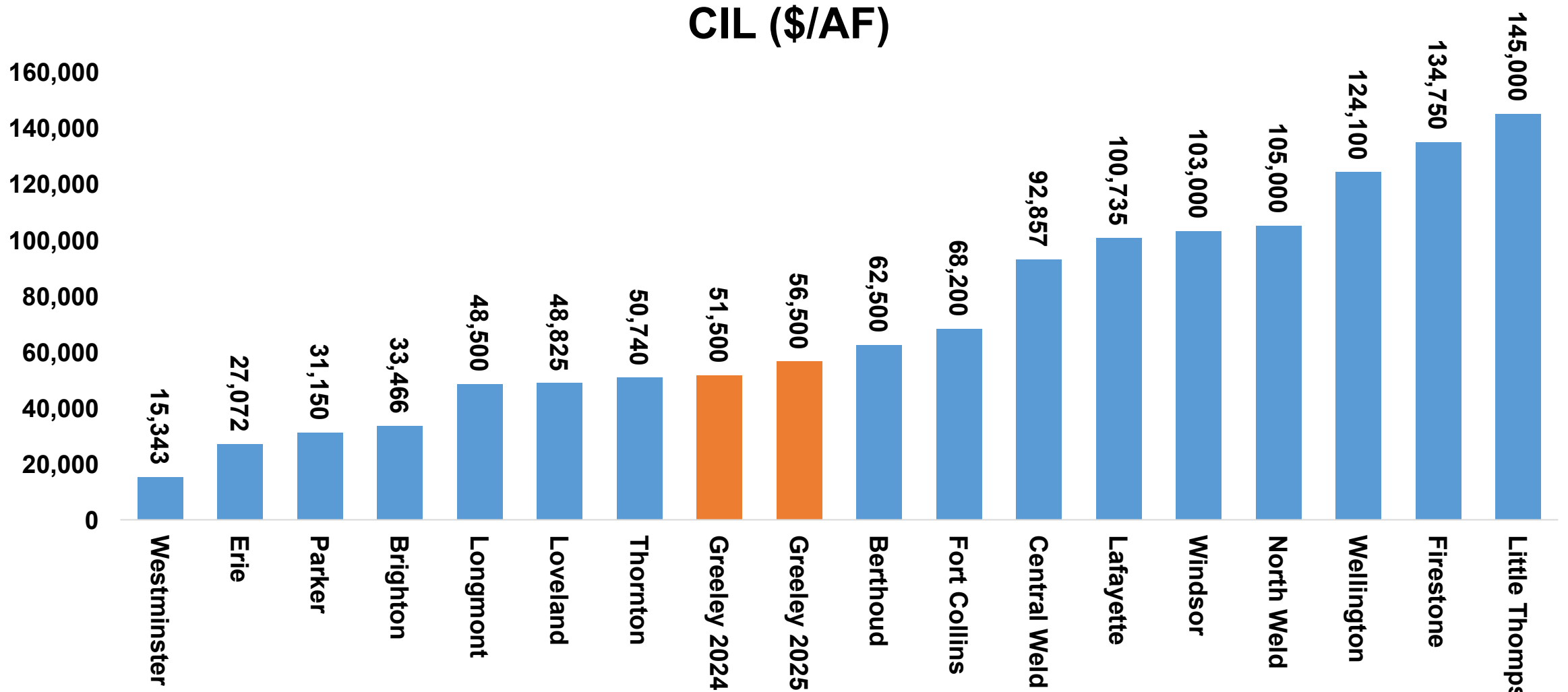
2024 Summary:

- 2024 CIL was set at \$51,500
- YTD Raw Water Sales: \$659,278
- Development Activity: 224 taps paid and 252 permits.
- Volume of Water Sold: 9 properties purchased 14.12 AF
- Wingfoot Credits: 73 credits sold, 41 credits redeemed.

2025 Cash-in-Lieu Fee			
Unallocated Water Portfolio Value	Unallocated Storage Expenses	New Fee per Acre-Foot	Increase
\$46,300 / AF	\$10,200 / AF	\$56,500 / AF	10%

Pricing is now based on an updated methodology presented to Board in November 2024.

CIL Comparisons





Questions?

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

RESOLUTION ___, 2024

**A RESOLUTION ADOPTING RATES, FEES, AND CHARGES FOR WATER AND SEWER
SERVICES IN 2024**

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

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

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

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

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

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

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

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

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

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

Section 1. The water rates for 2025 shall be as shown in Appendix A to this resolution.

Section 2. The sewer rates for 2025 shall be as shown in Appendix B to this resolution.

Section 3. The water and sewer fees and charges for 2025 shall be as shown in Appendix C to this resolution.

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

Section 5. The 2025 cash-in-lieu of raw water fee shall be as shown in Appendix A of this resolution, but may be adjusted thereafter periodically by the Water and Sewer Board by motion.

Section 6. The 2025 plant investment fees for water shall be as shown in Appendix A of this resolution.

Section 7. The 2025 plant investment fees for sewer shall be as shown in Appendix B of this resolution.

Section 8. The new water and sewer rates, and all other fees and charges not described in Section 9 below, shall take effect on January 1, 2025.

Section 9. The new plant investment fees and cash-in-lieu of raw water fee shall take effect on March 1, 2025 to provide the public with at least 45 days' notice of the new fees.

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

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF DECEMBER 2024.

ATTEST

**CITY OF GREELEY
WATER AND SEWER BOARD**

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

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

APPENDIX A

2025 WATER RATES AND FEES

A. WITHIN THE CITY OF GREELEY

Customer Class

Rate per 1,000 Gallons

Inside the City Single-Family Residential Water Budget

Tier One ($\leq$ 100% of Water Budget)	\$5.94
Tier Two (101-130% of Water Budget)	\$6.88
Tier Three (131-150% of Water Budget)	\$9.38
Tier Four ($>$ 150% of Water Budget)	\$12.51

Inside the City Residential not on Water Budget \$6.22

Inside the City Commercial \$6.03

Inside the City Industrial \$4.97

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

Service Charges for Monthly Billed Period:

<u>Meter Size</u>	<u>Inside City</u>
5/8"	\$19.00
3/4"	\$19.00
1"	\$19.65
1½"	\$26.50
2"	\$29.30
3"	\$87.50
4"	\$102.50
6"	\$130.00
8"	\$166.20
10"	\$214.05
12"	\$276.95

B. OUTSIDE THE CITY OF GREELEY

<u>Customer Class</u>	<u>Rate per 1,000 Gallons</u>
Outside the City Residential	\$12.34
Outside the City Commercial	\$12.34
Sharkstooth Pipeline Company (Contributed Water Rights)	\$5.83
Mountain View Meadows (Not Contributed Water Rights)	\$10.24
Agriculture Special Contract (Greeley-Loveland by Agreement)	\$6.22
Kodak Alaris	\$4.62
Town of Windsor	\$6.29
City of Evans	\$5.83
Town of Milliken	\$7.16

Former North Weld County Water Service Area

Outside the City Single-Family Residential Water Budget
Rate per 1,000 Gallons

Tier One ($\leq 100\%$ of Water Budget)	\$5.94
Tier Two (101-130% of Water Budget)	\$6.88
Tier Three (131-150% of Water Budget)	\$9.38
Tier Four ($> 150\%$ of Water Budget)	\$12.51

Outside the City Residential not on Water Budget	\$6.22
Outside the City Commercial	\$6.03

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

Service Charges for Monthly Billed Period:

<u>Meter Size</u>	<u>Outside City</u>
5/8"	\$19.00
3/4"	\$19.00
1"	\$19.65
1½"	\$26.50
2"	\$29.30
3"	\$87.50
4"	\$102.50
6"	\$130.00
8"	\$166.20
10"	\$214.05
12"	\$276.95

C. RAW WATER PREREQUISITE

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

D. RAW WATER SURCHARGE FOR CERTAIN TREATED WATER USERS

All non-residential customers and large multi-family residential customers who use more water in a calendar year (based upon billing records) than their annual allotment, as set forth in Section 20-260 of the Greeley Municipal Code, shall be assessed a raw water surcharge of \$16.70 per 1,000 gallons on the volume of water used in excess of the annual allotment. This surcharge is based on the fair market value of water and cash-in-lieu of raw water fee.

E. RAW WATER SURCHARGE FOR NON-POTABLE USERS

All non-potable customers, residential or commercial, who use more water in a calendar year than the amount of raw water contributed (based upon billing records) shall be assessed a raw water surcharge of \$8.32 per 1,000 gallons on the excess usage. This surcharge is based on the market price for Greeley and Loveland Irrigation Company shares.

F. NON-POTABLE SERVICE

The non-potable water usage rate shall be \$4.35 per 1,000 gallons for the volume of water used. A monthly service charge of \$19.00 shall be assessed on every non-potable account during the period of its operation, regardless of the volume of water used.

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

G. TURN-ON CHARGE

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

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

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

H. WATER SOLD FROM HYDRANTS AND BULK WATER STATIONS

A lease agreement for hydrant meter rental is required. No lease agreement is required for using the bulk water stations. Charges and fees for the use of fire hydrants and bulk water stations shall be as follows:

1. \$12.34 per 1,000 gallons sold from either a hydrant meter or one of the city's inside city bulk water stations.
2. \$15.17 per 1,000 gallons sold from one of the city's outside city bulk water stations.
3. Deposit for hydrant meters: \$2,000
4. Hydrant meter rentals will be a flat \$150 fee per lease agreement.
5. Fee for replacement of damaged, missing, or unreturned hydrant meter: \$2,000 (retained deposit); in addition, missing or unreturned hydrant meters will be charged for 200,000 gallons of water usage.
6. Fee for replacement of unreturned wrench: \$50.
7. Customers who damage a fire hydrant will be held responsible for the cost of repair or replacement of the fire hydrant.

I. PLANT INVESTMENT FEE SCHEDULE FOR WATER

1. **Minimum Plant Investment Fees Based on Tap Size:** The following are minimum plant investment fees for treated water service to nonresidential and multi-family residential lots.

<u>Tap Size</u>	<u>Water Plant Investment Fee</u>
3/4"	\$15,000
1"	\$25,050
1½"	\$49,950
2"	\$79,950
3"	\$175,050
4"	\$300,000
6"	\$625,050

2. **Minimum Plant Investment Fees for Residential Lots:** The following are minimum plant investment fees for treated water service to single-family residential lots and multi-family residential lots on which each dwelling unit is serviced by a separate water tap. The plant investment fees for such properties shall be calculated as a proportion of the applicable tap size-based values in subsection I.1. above, according to the following schedule and based on the property lot size and irrigation water source. For multi-family residential lots on which each dwelling unit is serviced by a separate water tap but not individually platted, the property lot size for each dwelling unit shall be calculated on a pro rata basis using the total lot size.

Residential Lot Type	Property Lot Size (Square Feet)	Potable Irrigation	Common Space Non-Potable Irrigation	House to House Non-Potable Irrigation
Row House	Less than 1,500 s.f.	50%	50%	50%

Small Format	1,500 – 2,999 s.f.	50%	50%	50%
Small Lot	3,000 – 4,499 s.f.	60%	60%	50%
Medium Lot	4,500 – 5,999 s.f.	70%	70%	50%
Standard Lot	6,000–13,000 s.f.	100%	75%	50%
Estate Lot	More than 13,000 s.f.	100%	100%	50%

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

Applicants for water service to non-residential lots and multi-family residential lots with more than four units that are required to install a separate and additional potable landscape irrigation tap $\frac{3}{4}$ " or 1" in size shall receive a seventy-five (75) percent reduction to the plant investment fee associated with such irrigation tap if the irrigated area contains 75% or more of low water use landscape, as defined in City of Greeley Municipal Code Section 20-254. Applicants for water service to non-residential lots and multi-family residential lots with more than four units that are required to install a separate and additional potable landscape irrigation tap 1 $\frac{1}{2}$ " in size or larger shall be responsible for the full plant investment fee associated with such irrigation tap regardless of the water use landscape.

K. CASH-IN-LIEU OF RAW WATER

The cash-in-lieu of raw water fee is a fair market value of water determination based on the cost of the water rights portfolio that Greeley has secured to date and the current cost of developing new water storage projects. The cash-in-lieu of raw water fee is \$56,500 per acre-foot of water and can be adjusted periodically by the Water and Sewer Board by motion.

L. NON-AGRICULTURAL RAW WATER RENTAL

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

APPENDIX B

2024 SANITARY SEWER RATES AND FEES

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

1. a. **Single Family Metered Rate;** applicable to all residential users receiving metered water in which not more than one family unit is housed on the same lot or in the same building: \$19.00 per billing period plus \$4.66 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.

b. All new single family units which receive metered water will be assessed for 3,000 gallons of water at \$4.66 per thousand gallons plus \$19.00 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.

c. All single-family units with metered consumption less than 1,000 gallons in their most recent winter billing period shall be billed for actual consumption in subsequent billing periods, not to exceed an amount equal to 3,000 gallons of consumption.
2. a. **Single Family Flat Rate;** applicable to all residential users not receiving City water in which not more than one family unit is housed on the same lot or in the same building: \$19.00 per billing period plus 3,000 gallons at \$4.66 per thousand.
3. a. **Multi-Family Metered Rate;** applicable to all residential users receiving metered water in which two or more family units are housed on the same lot or in the same building: \$19.00 per sewer connection plus \$4.66 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.

b. All new multi-family units which receive metered water will be assessed for 12,000 gallons of water at \$4.66 per thousand gallons plus \$19.00 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.
4. a. **Multi-Family Flat Rate;** applicable to all residential users not receiving City water in which two or more family units are housed on the same lot or in the same building: \$19.00 per sewer connection plus 12,000 gallons at \$4.66 per thousand.

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

1. **Class I Commercial Rate;** applicable to car washes, cleaners, laundromats, schools, colleges, churches, retail stores, offices, beauty shops, financial institutions, membership organizations without dining facilities, service stations (without repair), motels (without dining), and bed and breakfasts which provide a continental breakfast: \$19.00 per sewer connection per billing period plus \$4.63 per thousand gallons of water use per billing period.

2. **Class II Commercial Rate;** applicable to bars and taverns (without dining), service stations (with repair), animal clinics, hospital/convalescent homes, photo finishing, light manufacturing, retail stores (with dining), convenience stores, and bed and breakfasts which cook a daily breakfast: \$19.00 per sewer connection per billing period plus \$6.56 per thousand gallons of water use per billing period.
3. **Class III Commercial Rate;** applicable to restaurants, hotels (with dining), bars and taverns (with dining), membership organizations (with dining): \$19.00 per sewer connection per billing period plus \$8.48 per thousand gallons of water use per billing period.
4. **Class IV Commercial Rate;** applicable to food markets, butchers, bakers, and food manufacturing: \$19.00 per sewer connection per billing period plus \$10.40 per thousand gallons of water use per billing period.
5. **Class V Commercial Rate;** applicable to mortuaries and miscellaneous heavy commercial manufacturing: \$19.00 per sewer connection per billing period plus \$12.35 per thousand gallons of water user per billing period.

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

1.
 - a. **Single Family Metered Rate;** applicable to all residential users receiving metered water in which not more than one family unit is housed on the same lot or in the same building: \$19.00 per billing period plus \$6.77 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.
 - b. All new single family units which receive metered water will be assessed for 3,000 gallons of water at \$6.77 per thousand gallons plus \$19.00 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.
 - c. All single-family units with metered consumption less than 1,000 gallons in their most recent winter billing period shall be billed for actual consumption in subsequent billing periods, not to exceed an amount equal to 3,000 gallons of consumption.
2.
 - a. **Single Family Flat Rate;** applicable to all residential users not receiving City water in which not more than one family unit is housed on the same lot or in the same building: \$19.00 per billing period plus 3,000 gallons at \$6.77 per thousand.
3.
 - a. **Multi-Family Metered Rate;** applicable to all residential users receiving metered water in which two or more family units are housed on the same lot or in the same building: \$19.00 per sewer connection plus \$6.77 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.

- b. All new multi-family units which receive metered water will be assessed for 12,000 gallons of water at \$6.77 per thousand gallons plus \$19.00 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.
- 4. a. **Multi-Family Flat Rate**; applicable to all residential users not receiving City water in which two or more family units are housed on the same lot or in the same building: \$19.00 per sewer connection plus 12,000 gallons at \$6.77 per thousand.

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

- 1. **Class I Commercial Rate**; applicable to car washes, cleaners, laundromats, schools, colleges, churches, retail stores, offices, beauty shops, financial institutions, membership organizations without dining facilities, service stations (without repair), motels (without dining), and bed and breakfasts which provide a continental breakfast: \$19.00 per sewer connection per billing period plus \$6.23 per thousand gallons of water use per billing period.
- 2. **Class II Commercial Rate**; applicable to bars and taverns (without dining), service stations (with repair), animal clinics, hospital/convalescent homes, photo finishing, light manufacturing, retail stores (with dining), convenience stores, and bed and breakfasts which cook a daily breakfast: \$19.00 per sewer connection per billing period plus \$8.54 per thousand gallons of water use per billing period.
- 3. **Class III Commercial Rate**; applicable to restaurants, hotels (with dining), bars and taverns (with dining), membership organizations (with dining): \$19.00 per sewer connection per billing period plus \$10.89 per thousand gallons of water use per billing period.
- 4. **Class IV Commercial Rate**; applicable to food markets, butchers, bakers, and food manufacturing: \$19.00 per sewer connection per billing period plus \$13.03 per thousand gallons of water use per billing period.
- 5. **Class V Commercial Rate**; applicable to mortuaries and miscellaneous heavy commercial manufacturing: \$19.00 per sewer connection per billing period plus \$14.72 per thousand gallons of water user per billing period.

E. INDUSTRIAL SANITARY SEWER RATES.

- 1. **SIC 2013 Rate**; applicable to prepared food manufacturers: \$19.00 per sewer connection per billing period plus \$44.08 per thousand gallons of sewer flow per billing period.
- 2. **SIC 2034 Rate**; applicable to dehydrated food producers: \$19.00 per sewer connection per billing period plus \$8.71 per thousand gallons of sewer flow per billing period.

3. **SIC 2047 Rate;** applicable to dog and cat food manufacturers: \$19.00 per sewer connection per billing period plus \$33.88 per thousand gallons of sewer flow per billing period.
4. **SIC 2873 Rate;** applicable to nitrogenous fertilizer producers: \$19.00 per sewer connection per billing period plus \$74.48 per thousand gallons of sewer flow per billing period.
5. **SIC 4212 Rate;** applicable to transportation equipment services providers: \$19.00 per sewer connection per billing period plus \$2.95 per thousand gallons of sewer flow per billing period.
6. **SIC 5169 Rate;** applicable to chemical and allied products manufacturers: \$19.00 per sewer connection per billing period plus \$9.19 per thousand gallons of sewer flow per billing period.
7. **SIC 7218 Rate;** applicable to industrial laundries: \$19.00 per sewer connection per billing period plus \$14.15 per thousand gallons of sewer flow per billing period.
8. **SIC 7542 Rate;** applicable to truck washes: \$19.00 per sewer connection per billing period plus \$9.70 per thousand gallons of sewer flow per billing period.

F. WASTEWATER PLANT INVESTMENT FEE.

1. The following are minimum plant investment fees for sewer service to single-family residential and non-residential properties.

<u>Water Tap Size</u>	<u>Wastewater Plant Investment Fee</u>
3/4"	\$ 8,650
1"	\$14,450
1½"	\$28,800
2"	\$46,100
3"	\$100,950
4"	\$173,000
6"	\$360,450

2. An individual structure that contains more than one dwelling unit (whether apartment, townhouse, mobile home, or condominium) may be served by a single tap or multiple taps. The plant investment fee for sewer service on these structures is based on the number of dwelling units:

	PIF per Dwelling Unit
2 – 6 Dwelling Units in the Structure	\$6,490

More than 6 Dwelling Units in the Structure	\$4,325
--	----------------

APPENDIX C

2025 WATER AND SEWER DEPARTMENT MISCELLANEOUS FEES AND CHARGES

A. Water charges for meter failure or leak adjustments

1. Varies – Water charge will be based on the average consumption for the same period in two prior years and billed at the 2025 rates.

B. Water tap installation fees

1. ¾" = \$205
2. 1" = \$225
3. 1 ½" = \$315
4. 2" = \$420
5. 4"-12" = \$540

C. Sewer tap installation fees

1. 4" tap into sewer service line = \$280
2. 6" tap into sewer service line = \$290
3. Taps are not permitted into sewer mains (diameters of 15" or greater) unless approved by the Water and Sewer Department. Fees are based on the installation costs of what is needed.

D. Water / Sewer tapping cancellation fee

1. When less than 24 hours' notice is given to City of Greeley staff to cancel an appointment to tap a water or sewer line, a tapping cancellation fee of \$90.00 will be assessed.

D. Wastewater acceptance rate (hailed wastewater)

1. \$19.00 per load and \$0.074/gallon

E. Water and sewer line crossing permits

1. Permit fee = \$55 per application
2. Inspection fee = \$105 per crossing

G. Construction cost recovery

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

H. Engineering design review fee

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

I. Water Meter Fees

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

J. Tampering Fee

1. In addition to any repair or replacement costs incurred by the City, a \$225 fee will be assessed when water and sewer assets are damaged by a customer.

K. Publications

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

L. Lead Non-Consent Fee

Property Owners with a lead service line or galvanized line requiring replacement according to the Colorado Department of Public Health and the Environment who have not signed the consent for a service line replacement will be charged a \$9 per month fee.

M. Other fees and charges

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



Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Jim Paulson - Civil Engineer IV

Title:

Terry Ranch Quarterly Update

Summary:

This is the quarterly update on the Terry Ranch development project. The update includes a progress report on water well drilling activities on State Land Board wells on the Terry Bison Ranch. There is also an update on the pipeline development project. Segment 1, the first 7.6 miles, is complete and Segment 2 is expected to begin construction in 2025.

Recommended Action:

Informational only

Recommended Motion:

N/A

Attachments:

1. Terry Ranch Presentation



TERRY RANCH WATER SUPPLY PROJECT

Jim Paulson, Civil Engineer IV

jim.paulson@greeleygov.com, 970-590-5338

Water & Sewer Board – December 18, 2024



Infrastructure and Mobility

Agenda



MULTI-PHASE DEVELOPMENT PLAN

1. State Land Board Wells
2. Pipeline Construction
3. Status Update – No Board Action Required

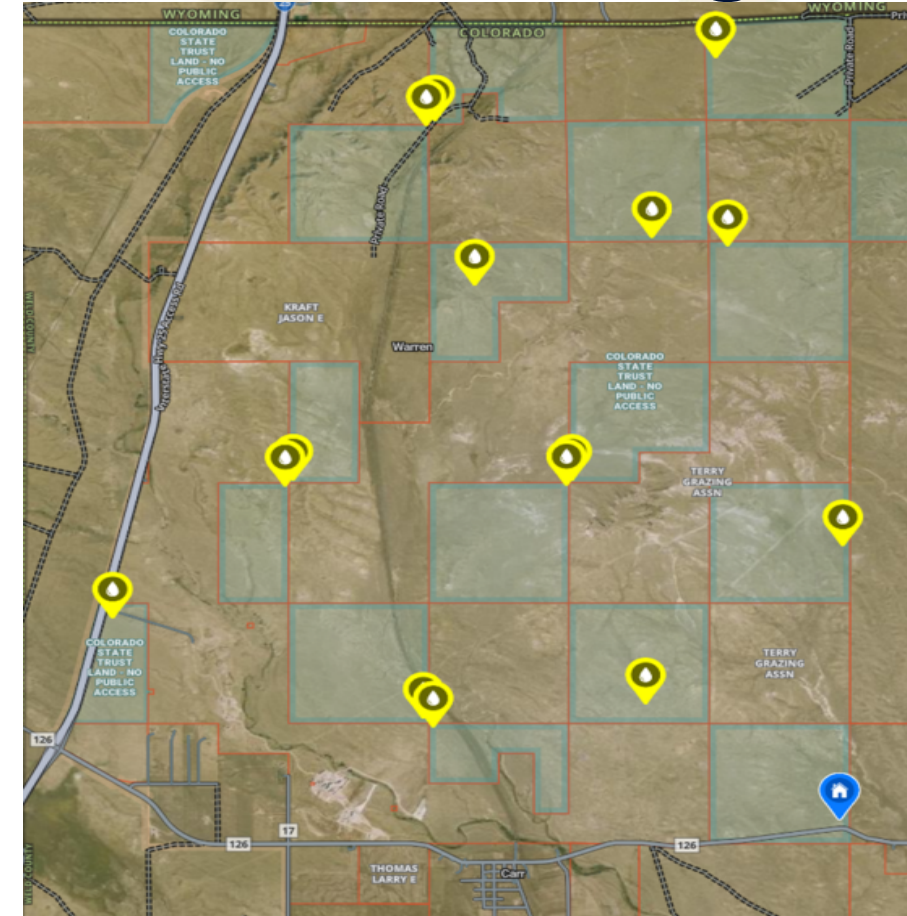
TERRY RANCH WATER SUPPLY PROJECT PHASES

- MULTI-PHASE DEVELOPMENT PLAN
 - State Land Board Wells
 - Pipeline Construction
 - Well Field Development
 - Collection/Distribution Pipeline Network (TBD)
 - Treatment Plant Design and Construction (TBD)

Phase 1 - Terry Ranch/State Land Board Drilling Update

Project Overview:

- Complete sixteen wells in the Upper Laramie Aquifer on SLB parcels.
- Conduct pumping tests
- Collect water quality samples at each well site
- Submit an application for a non-tributary groundwater decree for the water under the SLB parcels.



Phase 1 - Terry Ranch/State Land Board Drilling Update

Construction Update:



*State Land Board (SLB) well # 2

- Hydrogeology Consultants: Martin & Wood and LRE
 - Assisting with well construction oversight and testing.
- Hydro Resources selected to install wells
 - Started mobilizing the first week of November
 - The first well was completed the week of December 2
 - Drilling started on the second well
 - The estimated completion date for all 16 wells is mid-July 2025.

TERRY RANCH PIPELINE PROJECT

2035-2040
WATER TREATMENT PLANT

2035-2040
F

2029-2034
E

2025-2028
D

Complete
C

Complete
A

Complete
C

Complete
B

Complete

CONNECTION LOCATION

TERRY RANCH NORTH BOOSTER PUMP STATION

BELLVUE WATER TREATMENT PLANT

BELLVUE WATER PIPELINE

TERRY RANCH WATER PIPELINE

TERRY RANCH PUMP STATION

GOLD HILL RESERVOIR TANK

WELLINGTON

LAPORTE

FORT COLLINS

TIMNATH

WINDSOR

LOVELAND

EATON

GREELEY

WATER WORKS

WCR 126
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WCR 118
WCR 116
WCR 114
WCR 112
WCR 110
WCR 108
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WCR 104
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WCR 90
WCR 88
WCR 86
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WATER WORKS

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WATER WORKS

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WCR 2

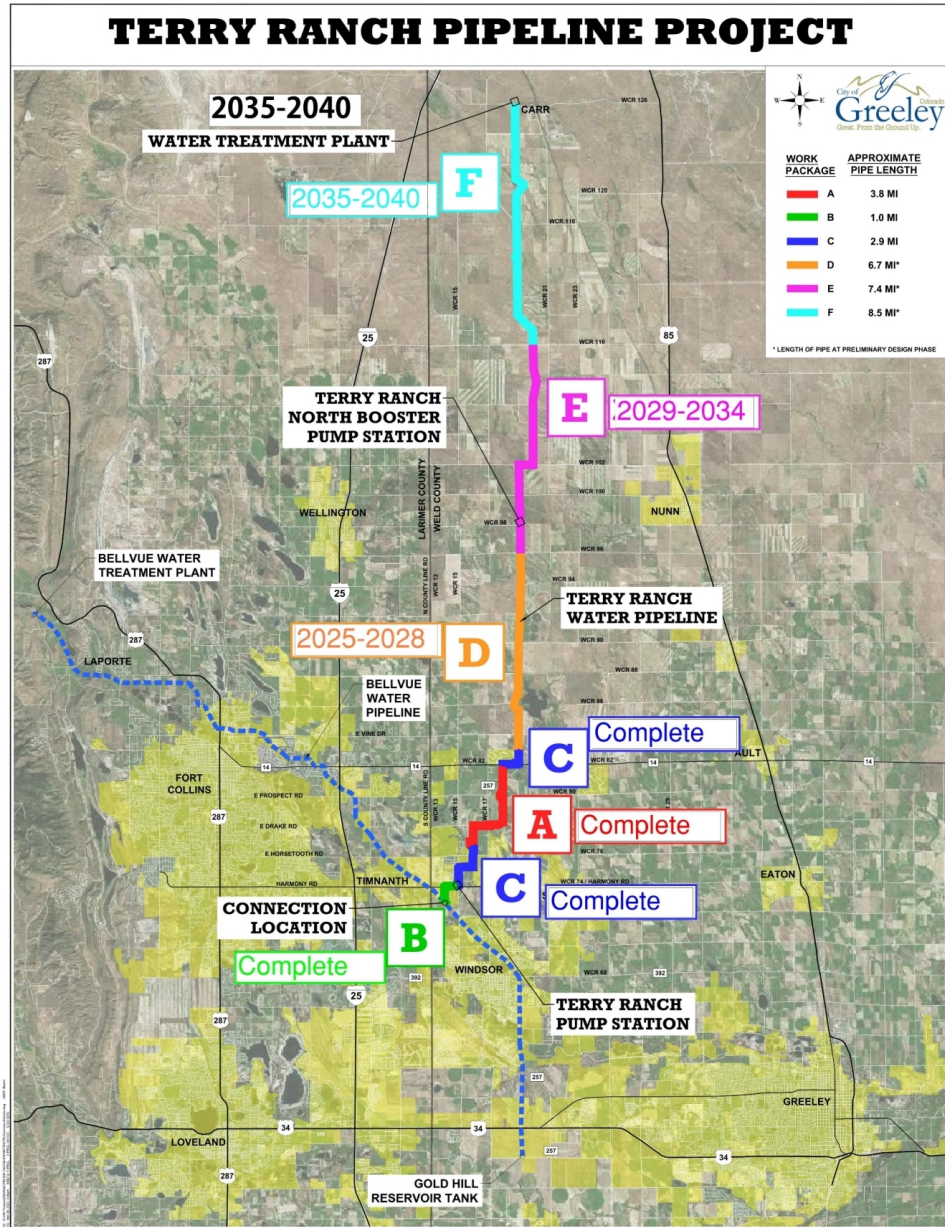
WATER WORKS

WCR 126
WCR 120
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WATER WORKS

WCR 126
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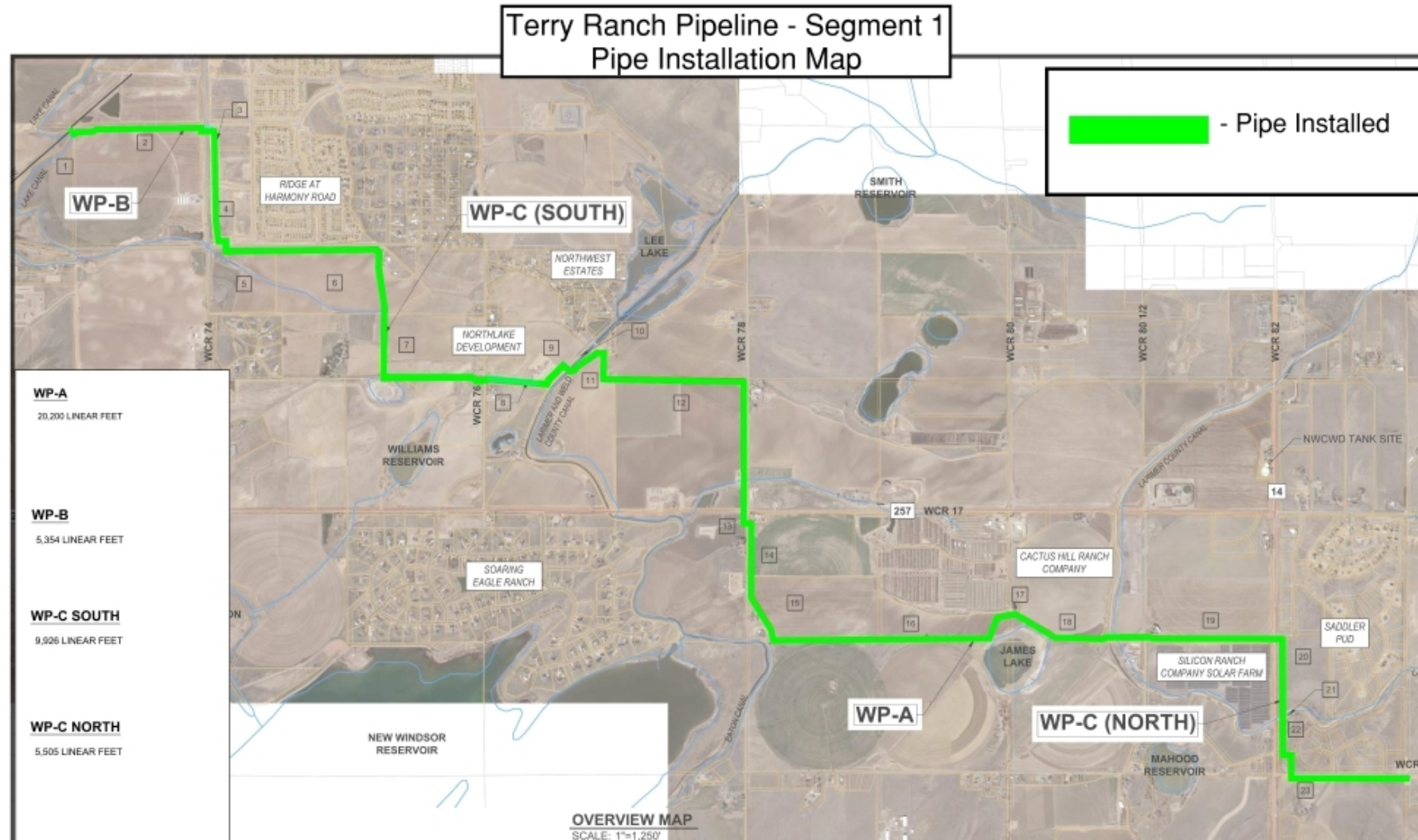
- From Bellvue 60" Tie-in to Terry Ranch at Carr, CO
- To Be Constructed As Funding Allows
- Broken into 4 Segments of ~6-8 Miles Each



Phase 2 – Pipeline Construction

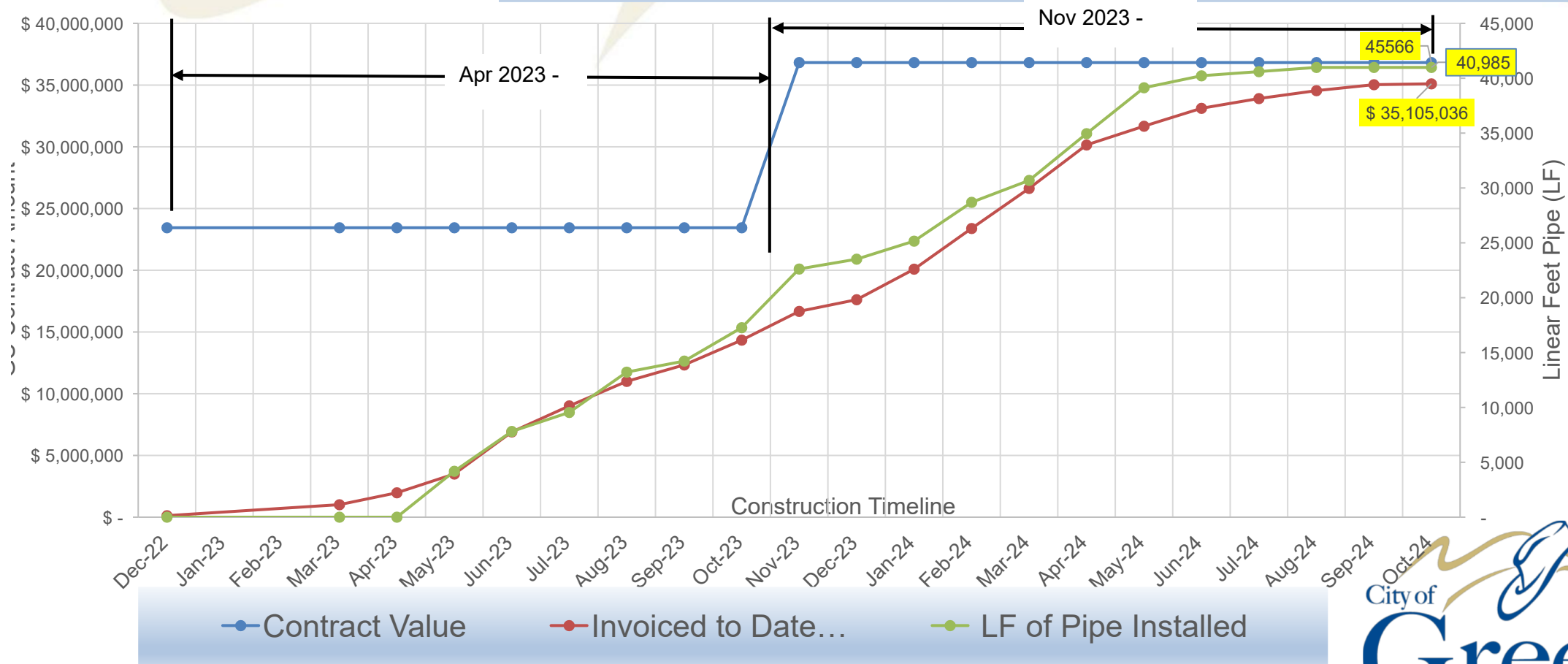
- Segment 1 (Work Packages-A, B, C)
 - Construction started May 6, 2023
 - 39,979 ft of pipe
 - Completed October 2024
- Segment 2 (Work Package-D)
 - 100% Design Complete – 35,275 ft of pipe
 - GMP Proposal Received
 - Contracting in Process
- Segment 3 (WP-E) and Segment 4 (WP-F)
 - 60% Design Expected in 2025
 - Design delays due to property access restrictions and alignment revisions

Pipeline Segment 1 - Progress



Segment 1 Construction Progress – Earned Value

Terry Ranch Pipeline - Segment 1 Earned Value Chart



Segment 1 - Budget to Date

- \$43M Appropriated in 2022 and 2023
- 7.6 +/- Miles Total
- Contracts To Date (\$42M):
 - \$36.8M for Pipe and Installation (\$4.84M/mile)
 - \$5M Professional Services (Includes Design-up to 60% for Segments 3-4, Construction Management, Land Acquisition Services)
- Actual Costs to Date (\$40.7M)
 - Land Acquisition and Crossings = \$1.7M
 - Professional Services = \$4M
 - Construction (Invoiced to Date) = \$35M



Segment 1 – Cost Reimbursement

- \$125M in Construction Escrow from Wingfoot
 - 1st 50% Split: 80%-Wingfoot (\$62.5M), 20%-Greeley Match (\$12.5M)
 - 2nd 50% Split: 50%-Wingfoot (\$62.5M), 50%-Greeley Match(\$62.5M)
- Reimbursement Requests from Construction Escrow (\$30.5M)
 - Wingfoot \$24.4M (80%)
 - City of Greeley \$6.1 (20%)
- Reimbursement from NWCWD (Invoices sent)
 - \$1.2M (of \$1.28M)

Segment 1 - Highlights



Connecting Bellvue 60" to TR



Laying pipe at SH 257 and CR 78



First loads of pipe

Segment 1 - Highlights



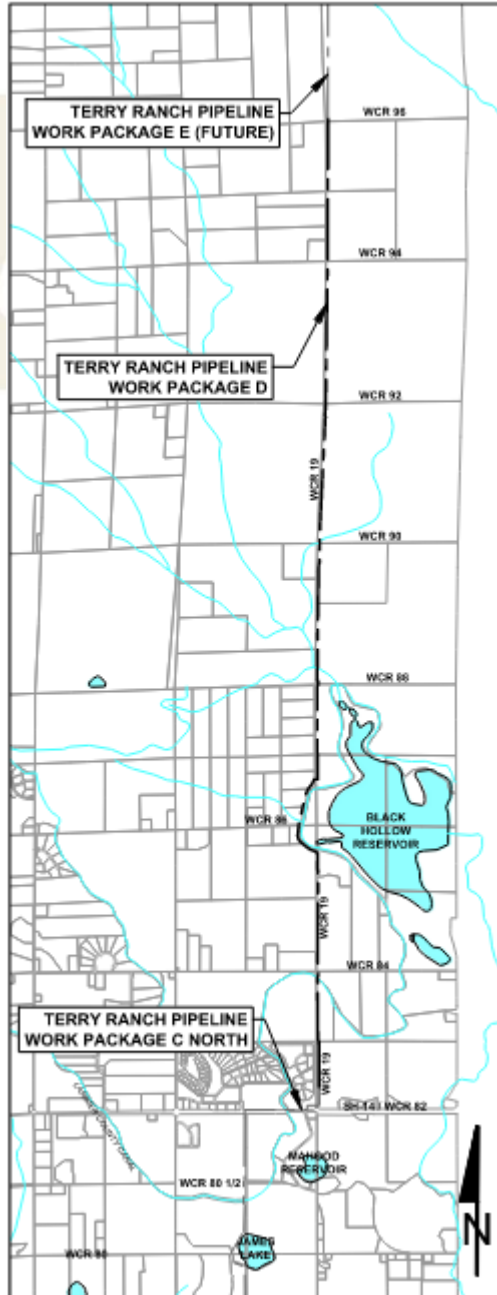
Bulkhead at end of Segment 1



Setting casing at Harmony Road open cut

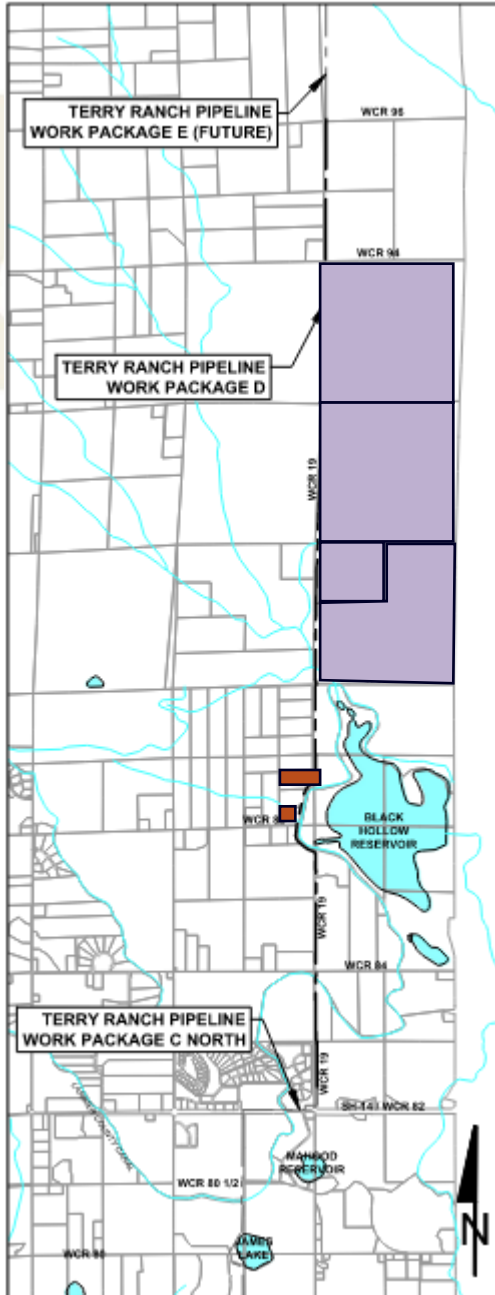


Setting last section of pipe



Segment 2 – General Info

- Starts 0.5 mile north of Hwy 14 on WCR 19
- Total length of 6.7 miles
- Ends just past WCR 96
- Mostly along east side of WCR 19
- West side of WCR 19 around Black Hollow reservoir
- Crosses several major utilities:
 - WAPA and Tri-State High-Voltage Transmission lines
 - WSSC south of Black Hollow



Segment 2 – Pre-Construction

- Easements acquired except for 7 parcels
 - Two different owners
 - Two parcels are Temporary Easement Only
 - No responses after multiple contacts including bi-lingual translation of offer documents
 - 4 parcels are 3-mile section (WCR 88 – WCR 94)
 - New appraisal information from recent sales
 - Preparing offer based on new information
- Utility Crossing agreements in negotiation
 - WAPA, Tri-State
 - WSSC

Segment 2 - Budget

- \$29M Appropriated for 2025
 - Estimating \$25-26M for pipe and installation (\$3.88M/mile)
 - 20% Decrease in construction costs.
 - Mostly straight runs, no tunnels
 - \$1-3M Professional Services
 - \$0.8-1M Land Acquisition and Crossings

CHALLENGES

- Timely Easement/Access Acquisition
 - Obtaining easements before releasing construction contract.
 - Limiting the use of Eminent Domain
 - Negotiations with landowners
 - Utility crossing agreements
- Construction
 - High water table/dewatering
 - Environmental timing restrictions
- Permits – ROW, Access
 - Recent Annexation of CR 19 and Several Adjacent Parcels by Severance
 - Area north of Hwy 14 has substantial traffic on CR 19



Thank you.

Questions?





Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Matt Sparacino - Water Resource Planning Manager

Title:

Watershed Health and Wildfire Recovery 2024 Projects Update

Summary:

Staff will highlight watershed health and wildfire recovery initiatives undertaken this year. These initiatives include post-fire point mitigation projects completed at Lower Sevenmile Creek, Bennett Creek, and Roaring Creek in the Poudre River watershed. Project work in 2024 was funded completely with reimbursable funds, the majority of which came from an invited grant through the National Forest Foundation with no cash match required from rate payer funds. Increased post-fire erosion continues to negatively affect water quality in all four of Greeley's source watersheds (Poudre River, Big Thompson River, Upper Laramie River, and Colorado River). This watershed and post-fire recovery work is essential to ensuring Greeley customers receive high quality and reliable water. Staff will summarize how Greeley and partners are funding, designing, and implementing projects to address post-fire issues. Additionally, staff will highlight recent collaboration between Greeley and regional stakeholders related to watershed health and fire recovery.

Recommended Action:

Informational only

Recommended Motion:

N/A

Attachments:

1. Watershed Health Wildfire Mitigation Recap

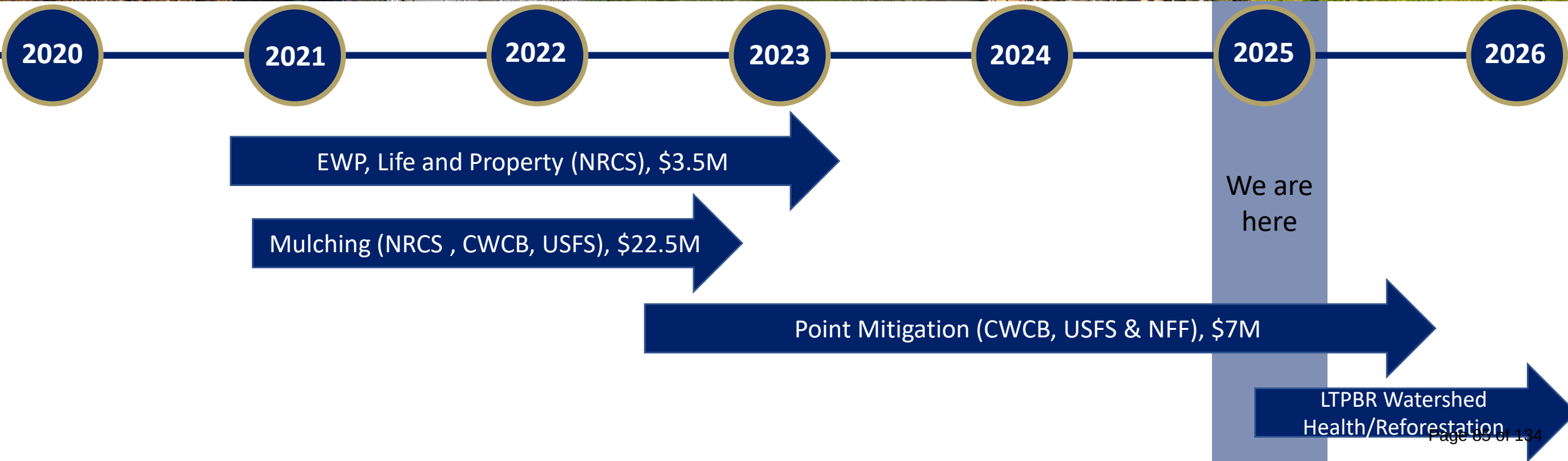


Watershed Health and Wildfire Recovery – 2024 Projects Update

Matt Sparacino, PH – Water Resource Planning and Watershed
Program Manager

December 18, 2024

Post-Fire Recovery





2023 Project Update: Kyle Gulch

- One year post completion
- Good revegetation
- Slower than expected in-filling of rock and log structures due to lack of rain in this watershed
- Ongoing monitoring at least through 2025 to track sediment retention and revegetation



Willow regrowth: 6/19/2024

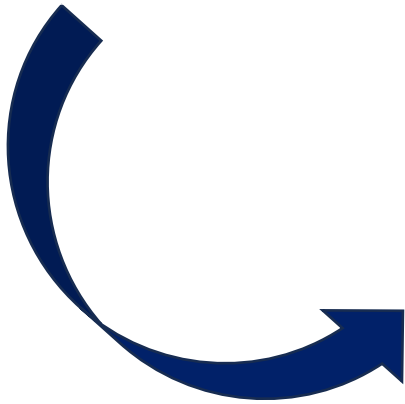
2023 Project Update: Sevenmile Creek

- Final crossing completed in August (9th of 9)
- In-stream wood structures, 8 crossings, and road repairs completed last year performed very well through runoff and monsoon season
- Ongoing monitoring

- Road is now open!
 - *(Forest Road 225, 4x4 needed)*

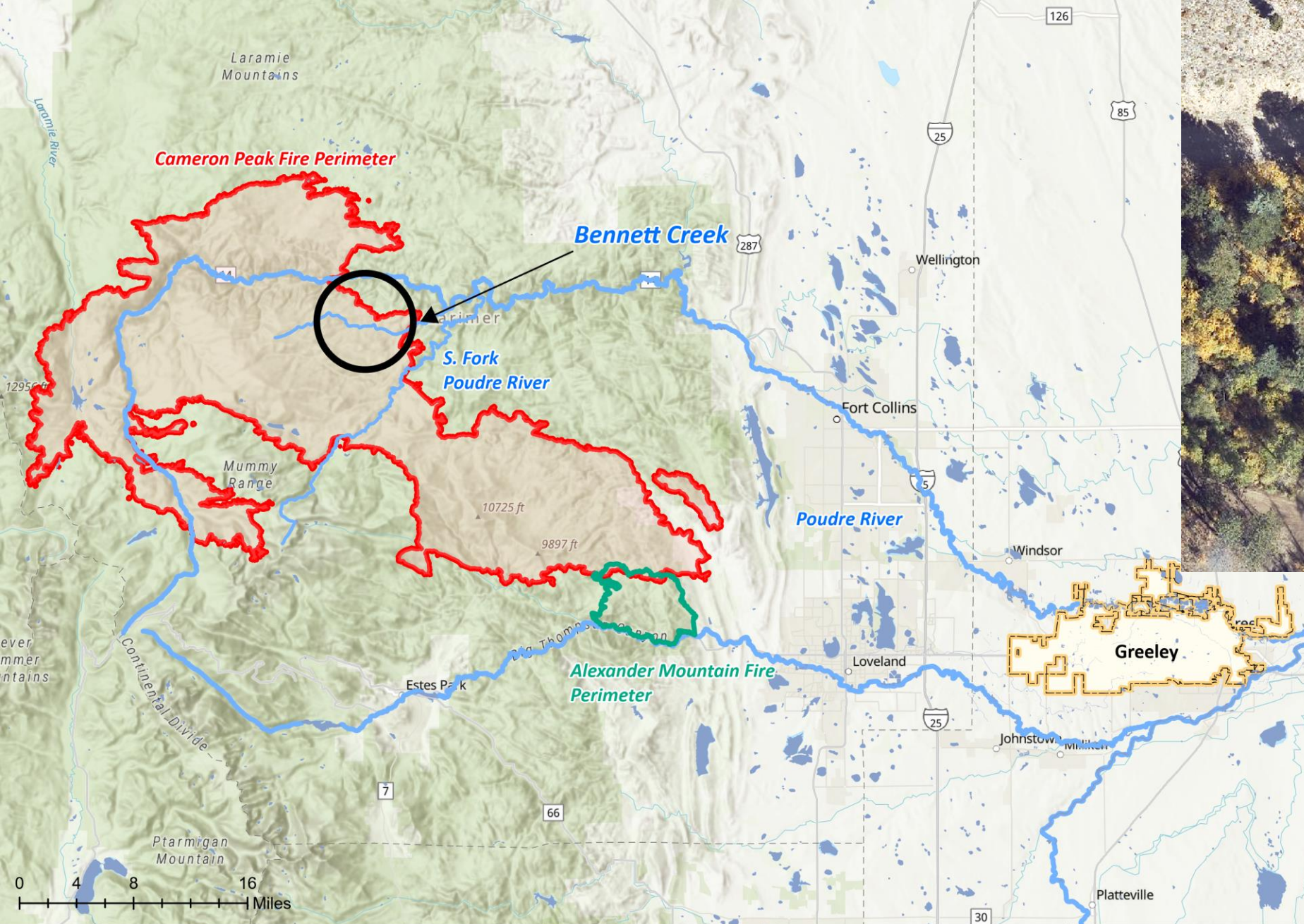


^Construction underway: 8/12/2024



Completed crossing: 8/26/2024





Crossing #2, 10/16/2024

2024 Point Mitigation: Bennett Creek

Goals:

- **Improve water quality at Greeley Water intake**
- Upgrade and repair old and degraded stream/road crossings
- Limit erosion, trap sediment, and improve floodplain connectivity

Design:

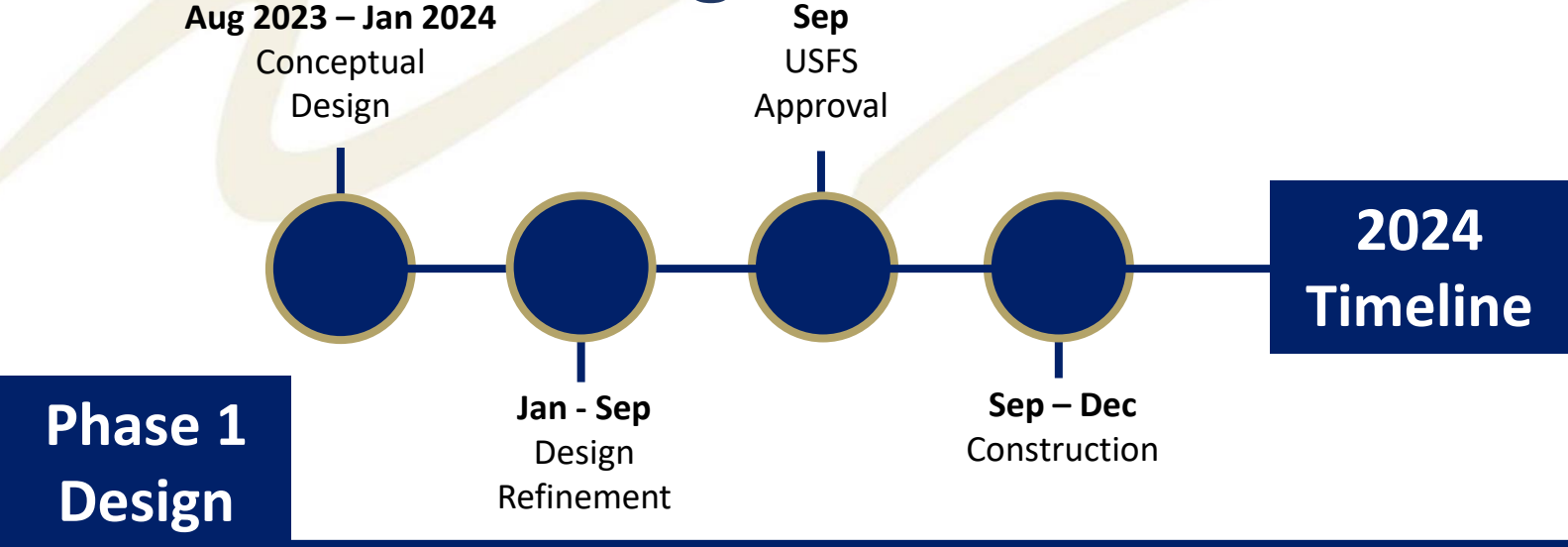
- Multi-phase project covering 6+ miles along Crown Point Road and tributaries
- Employ a range process-based restoration solutions, including Aquatic Organism Passage culverts (Phase 2)

Why Here?

- Over 80% of watershed burned during 2020 Cameron Peak Fire
- Known WQ impacts as recent as summer 2023
- Degradation of riparian areas and tributary channels
- Relationship development with USFS



2024 Point Mitigation: Bennett Creek



Perched culvert replaced with ford

1	61	12	23	27
Stream Ford	Log Structures with Willows	Post-Assisted Log Structures with Willows	Engineered Log Jams With Willows	Dips with Ditches (road improvements)
				

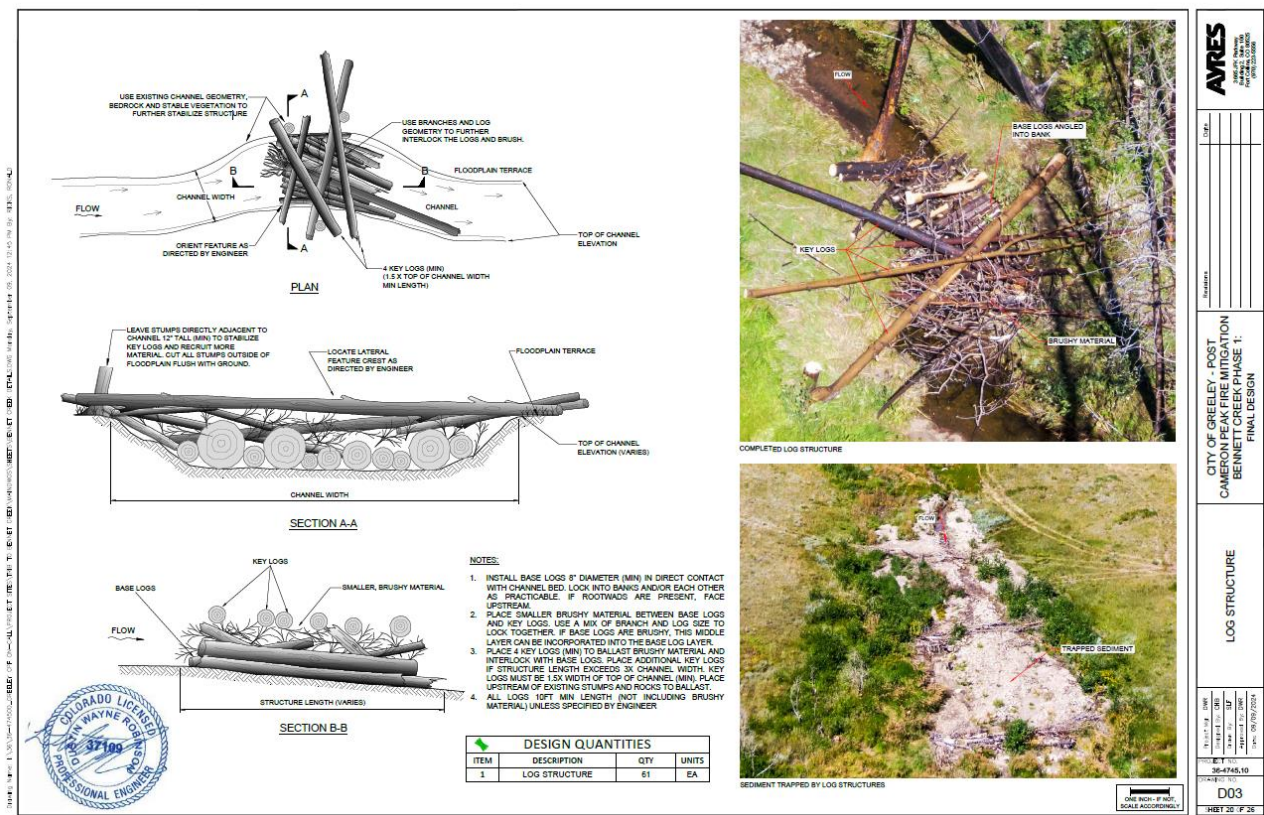
As of 12/4/2024, Phase 1 approx. 70% complete

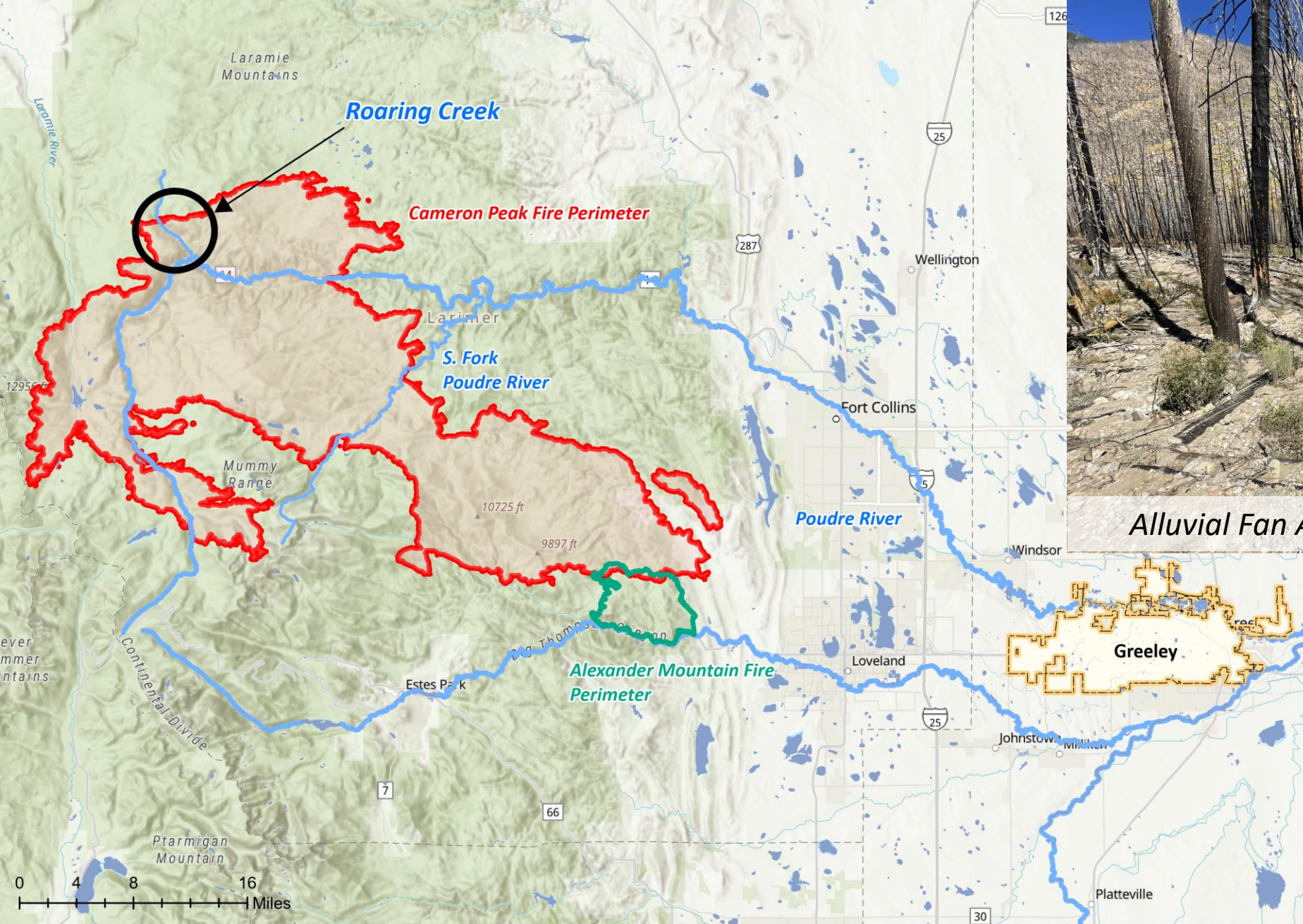
2024 Point Mitigation: Bennett Creek

Funding: Invited Grant from National Forest Foundation, \$0 cash match

Design cost (Phase 1 and 2):
~\$300k (Ayres)

Construction cost (Phase 1 and 2):
~\$500k (Ayres) + ~2.5M (Nakupuna)





Alluvial Fan Above Roaring Creek: 9/24/2024



2024 Point Mitigation: Roaring Creek

Goals:

- **Improve water quality at Greeley Water intake**
- Limit erosion, trap sediment, and improve floodplain connectivity

Design:

- Employ low-tech, process-based restoration techniques with hand crews only

Why Here?

- Roaring Creek conveys Greeley's Laramie River water diverted through Bob Creek Ditch to the Poudre River
- Known failure of beaver dams in 2023 released sediment and temporarily shut down our water intake
- 44% of watershed burned in 2020



2024 Point Mitigation: Roaring Creek

→
*10 llamas
used for
equipment
transport!*



Design

Sep 2023
Conceptual
Design

Sep
USFS
Approval

Jan - Sep
Design
Refinement

Sep – Oct
Construction

**2024
Timeline**

9

Log Structures with Willows



16

Post-Assisted Log Structures with Willows



14.5 acres

Tree Felling on Debris Fans

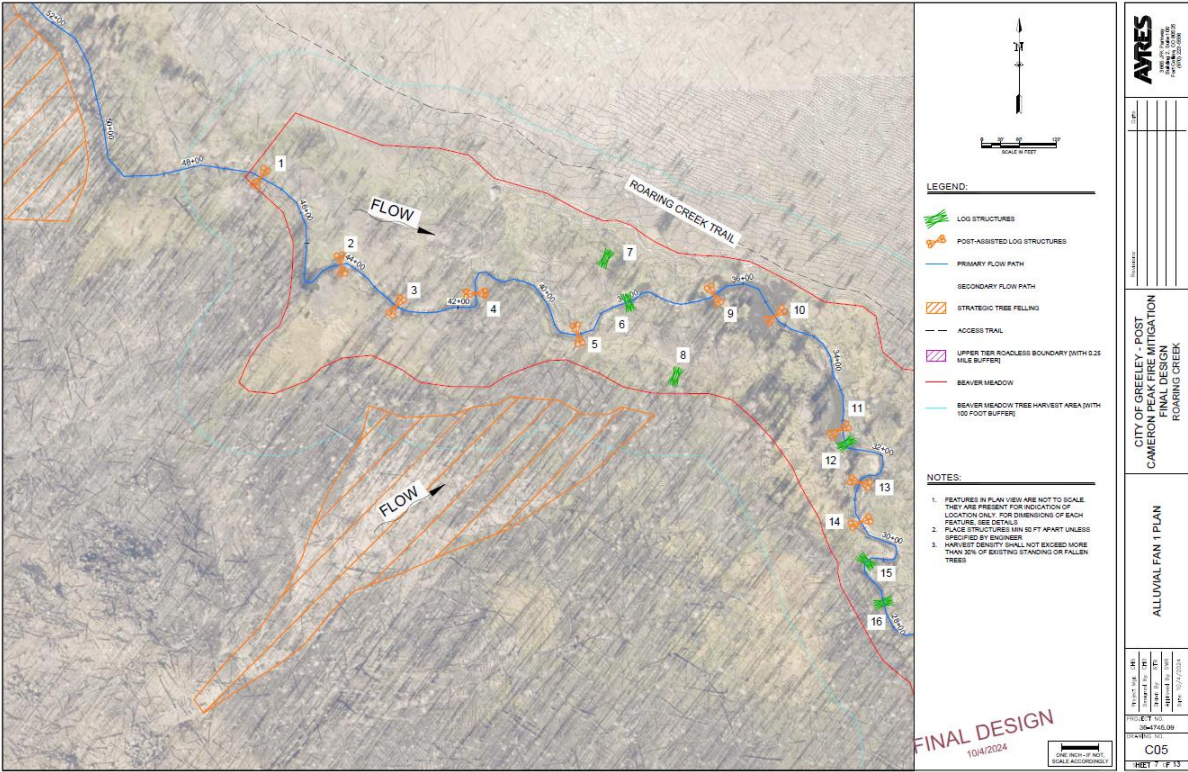


2024 Point Mitigation: Roaring Creek

Funding: Invited Grant from National Forest Foundation, **\$0 cash match**

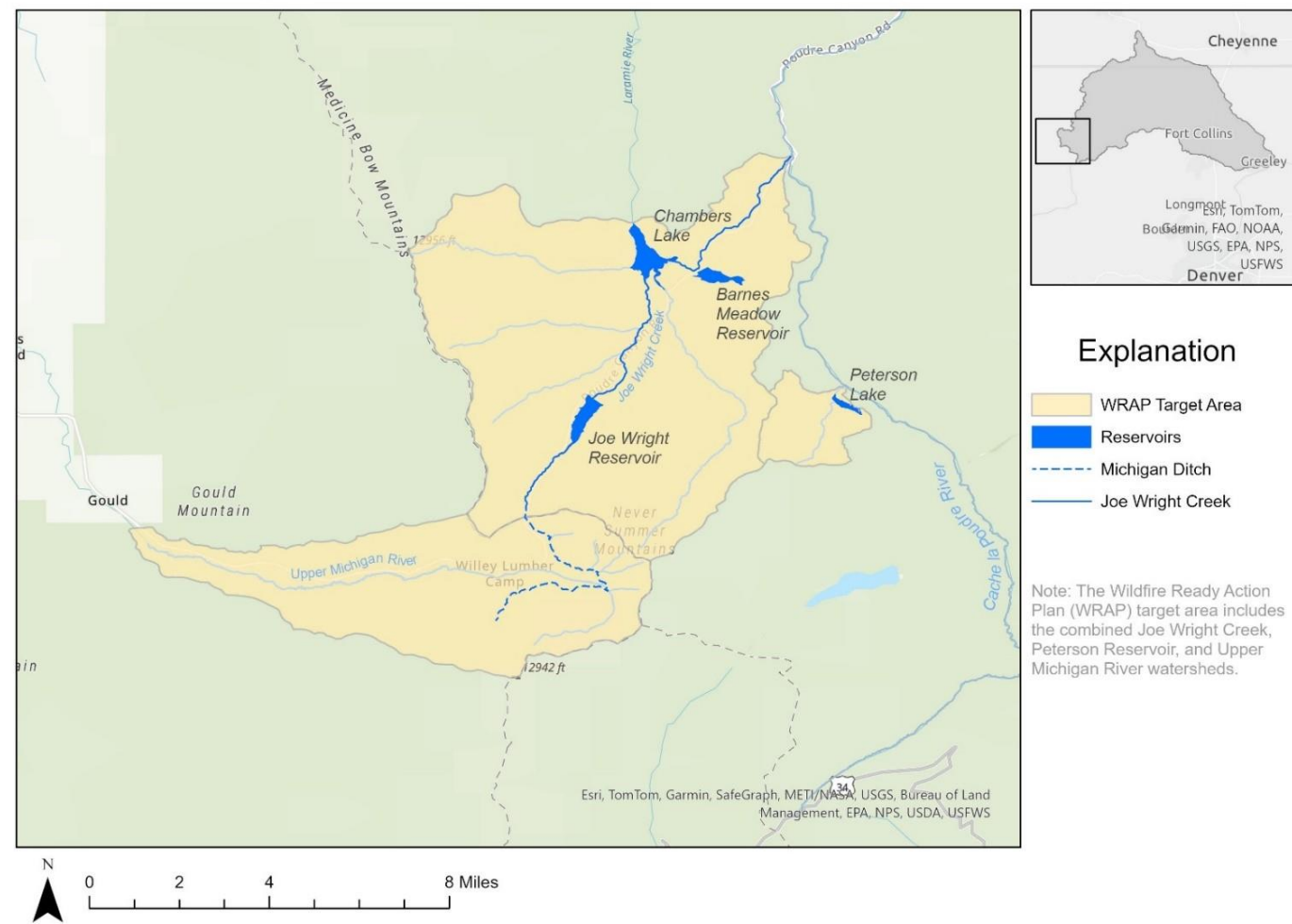
Design cost:
\$62k (Ayres)

Construction cost:
\$45k (Ayres) + \$200k (Nakupuna)



CWCB WRAP Collaboration: Ft. Collins + Greeley + WSSC

Poudre Water Supply Infrastructure Wildfire Ready Action Plan Target Area



- Ft. Collins to lead Wildfire Ready Action Plan for Upper Poudre Watershed
 - Core team = FC, Greeley, WSSC
 - CWCB funding secured
 - Consultant responses received; under review now
 - Plan complete by end of 2025
 - Will identify:
 - pre-fire actions to protect infrastructure
 - post-fire actions to expedite project implementation





Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Victoria Leonhardt - Senior Urban Transportation Planner, Leah Hubbard - Deputy Director of Water Resources

Title:

Poudre River Restoration Initiative (PRRI) Master Plan Project

Summary:

Public Works staff will present an overview of the Poudre River Restoration Initiative (PRRI) Project. As background, Public Works applied and received City of Greeley ARPA funding for the project in 2023.

The PRRI Project is a partnership project for internal departments which includes the Culture, Parks & Recreation Department and the Water and Sewer Department. The PRRI initiative will complement and expand the various studies and master plans that have been developed by the City to date by focusing on the river within the City limits as an opportunity to make the river healthy while at the same time developing the river as an economic driver.

The Poudre River has lost more than 15% of its length over the last 70 years. The results of this are evident in the continuous channel degradation, bank erosion, flooding impacts and transportation of significant amounts of sediment, E. coli bacteria and other undesirable elements downstream. This has caused loss of aquatic life and has made the river inaccessible to the public over significant stretches. This is also a continuing economic impact on the City in terms of continuous riverbank works, environmental and permitting risks. The PRRI Project will develop an actionable implementation plan to address these issues by restoring the Poudre River through a large-scale community-based design process. The purpose of this agenda item is to introduce the project and welcome any feedback from the Water and Sewer Board.

Recommended Action:

Informational only

Recommended Motion:

N/A

Attachments:

1. Poudre River Restoration Initiative (PRRI)

Poudre River Restoration Initiative Master Plan

Victoria (McKenna) Leonhardt
Public Works Planning Manager
Water & Sewer Board
December 18th, 2024



Agenda



- Poudre River Restoration Initiative (PRRI) Master Plan Overview
- Phase 1 Overview
- Observations & Principles
- Discussion & Feedback

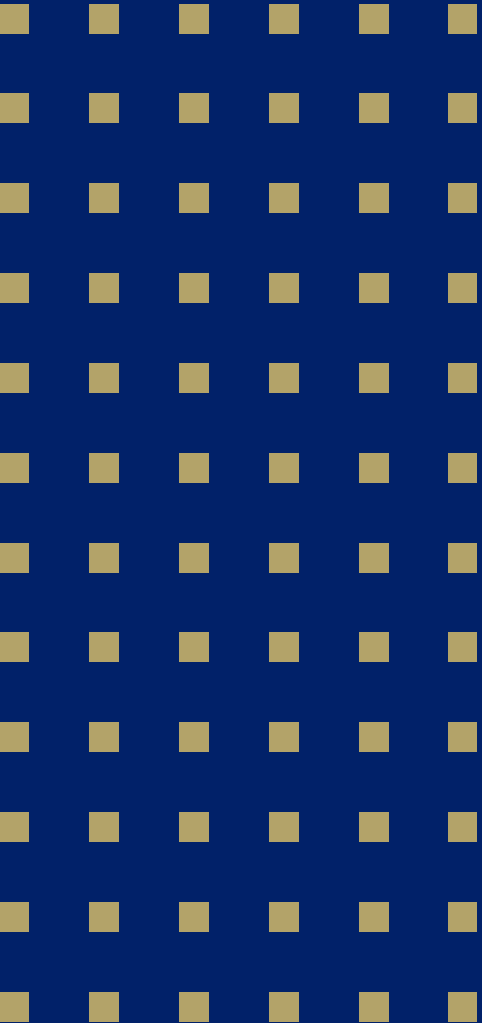




Poudre River Restoration Initiative (PRRI) Overview

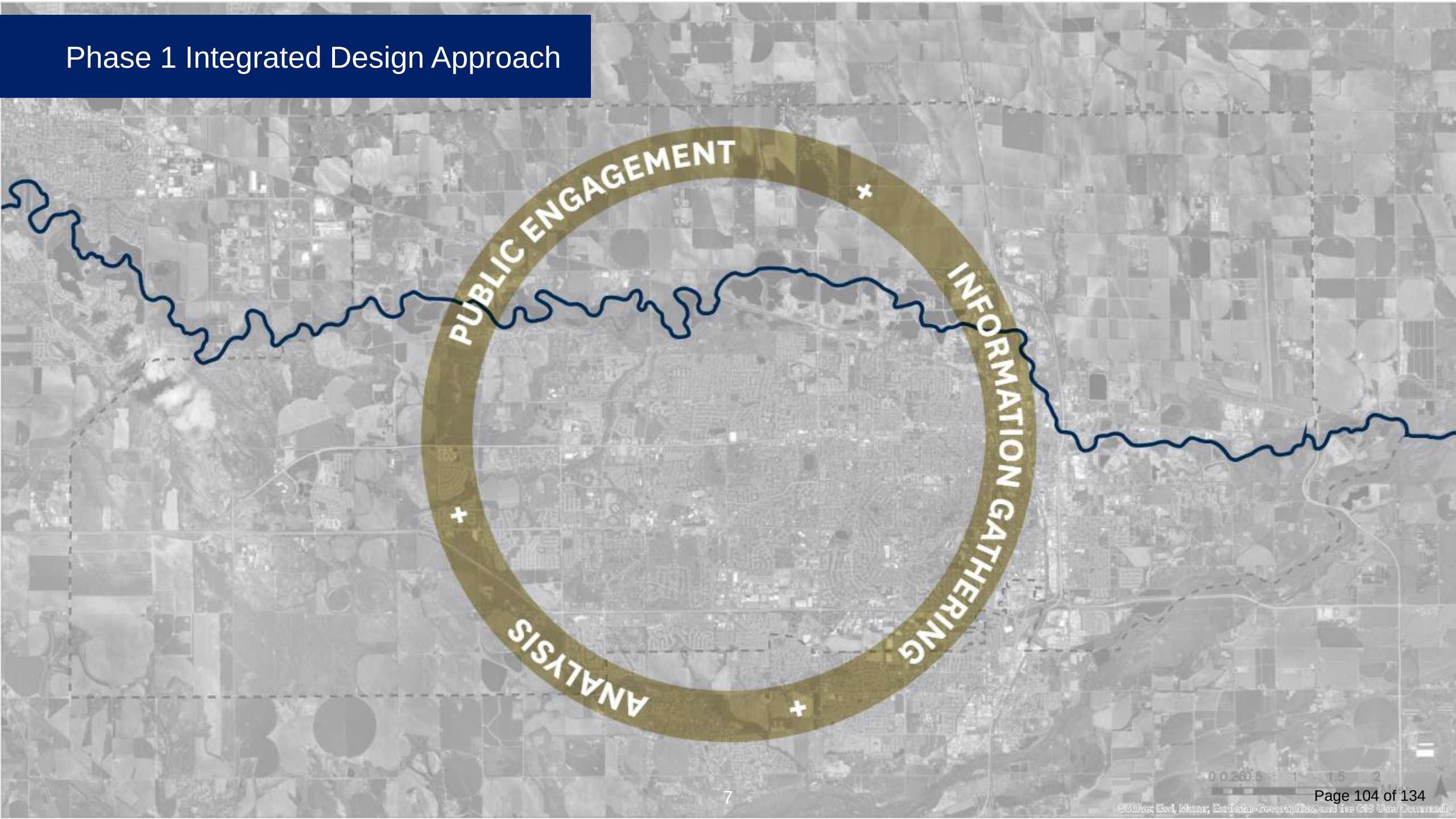


- From 1950 to 2019, the length of the Poudre River *within City limits* decreased by 15%
- PRRI Focus
 - Restoration for ecological balance, increasing biodiversity, improving river ecosystem, water quality, resiliency and heritage
 - Restoration is an economic growth and prosperity strategy for the City of Greeley
 - Re-establish river meanders and restore wetlands
 - Protect the City's infrastructure
 - Enhance multimodal access to the Poudre River

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Phase 1 Overview

Phase 1 Integrated Design Approach





Information Gathering
On Site Reconnaissance & Field data



Cross Departmental Collaboration
Internal Team Site Visit & Charette



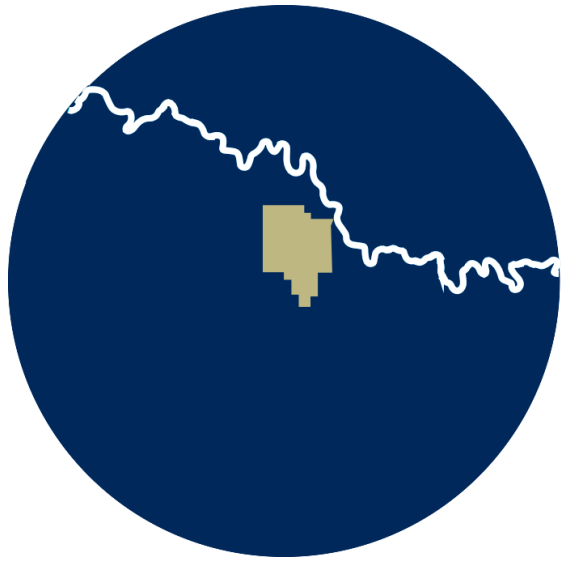
Public Engagement

Several Venues for Feedback

speakupgreeley.com/poudre-river-restoration

Analysis

Greeley's Changing Relationship with the Poudre River



1902



1950

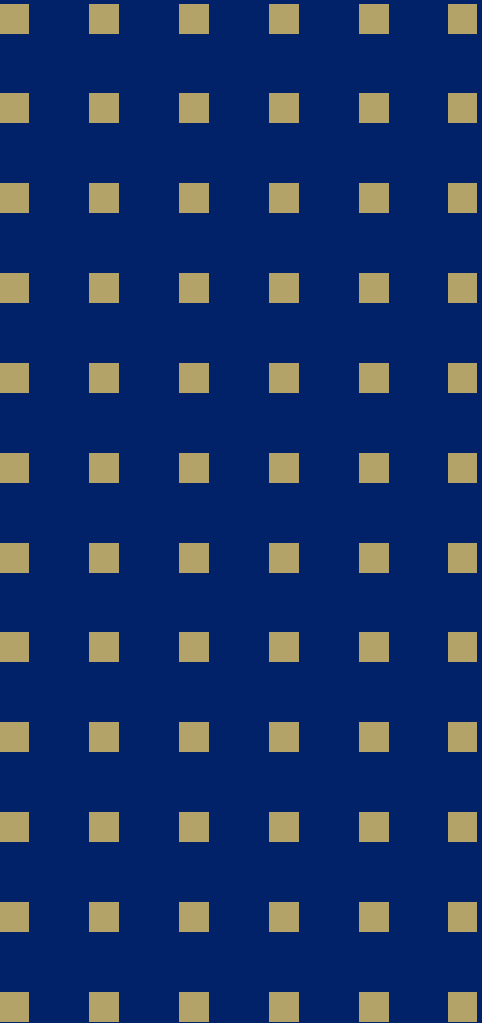


1982



2024

-  **POUDRE RIVER**
-  **CITY BOUNDARIES**
-  **GRAVEL PONDS**

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Observations & Principles

Master Planning Principles



Steering Committee Adoption



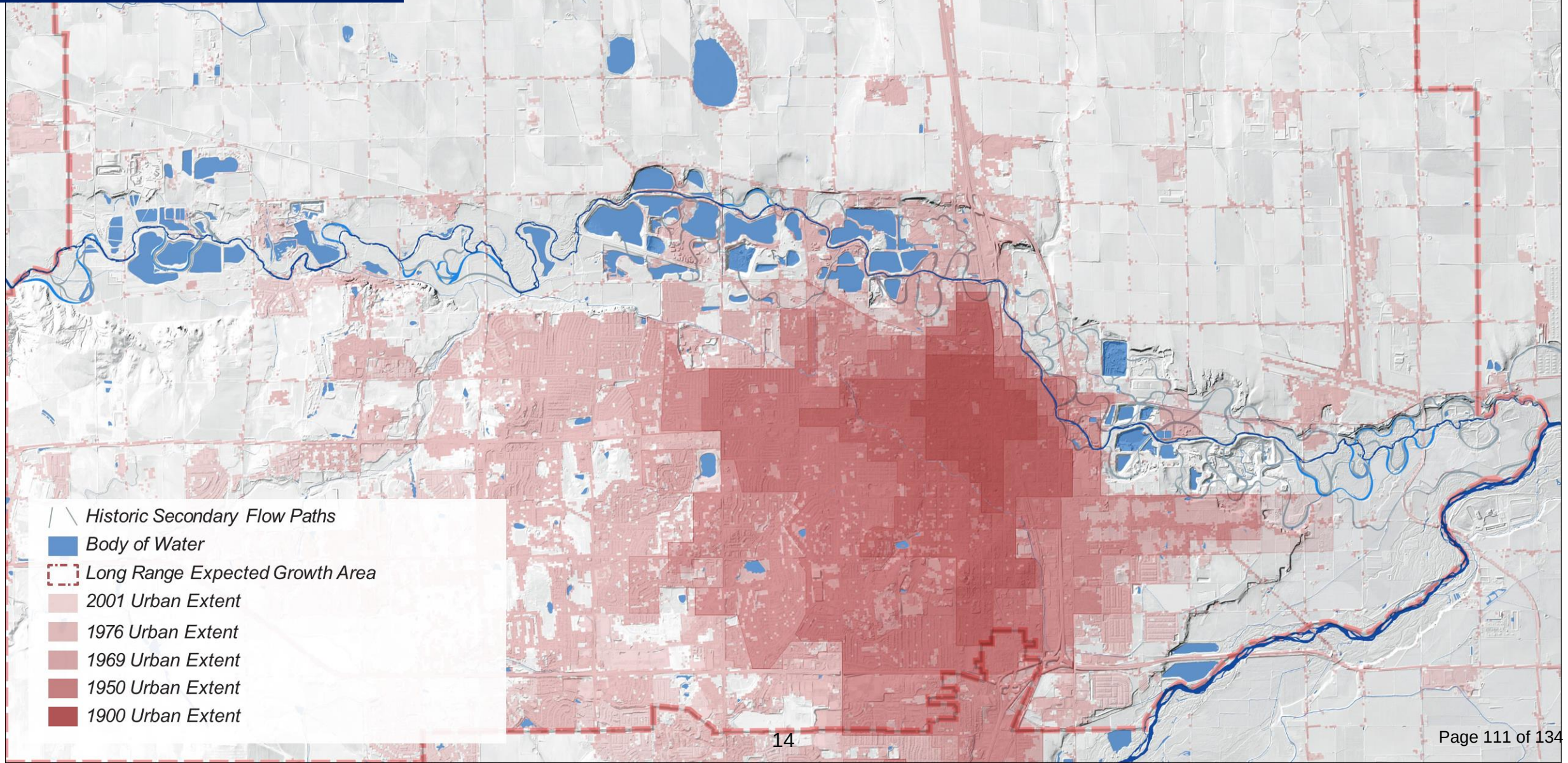
Plan Development



Policy

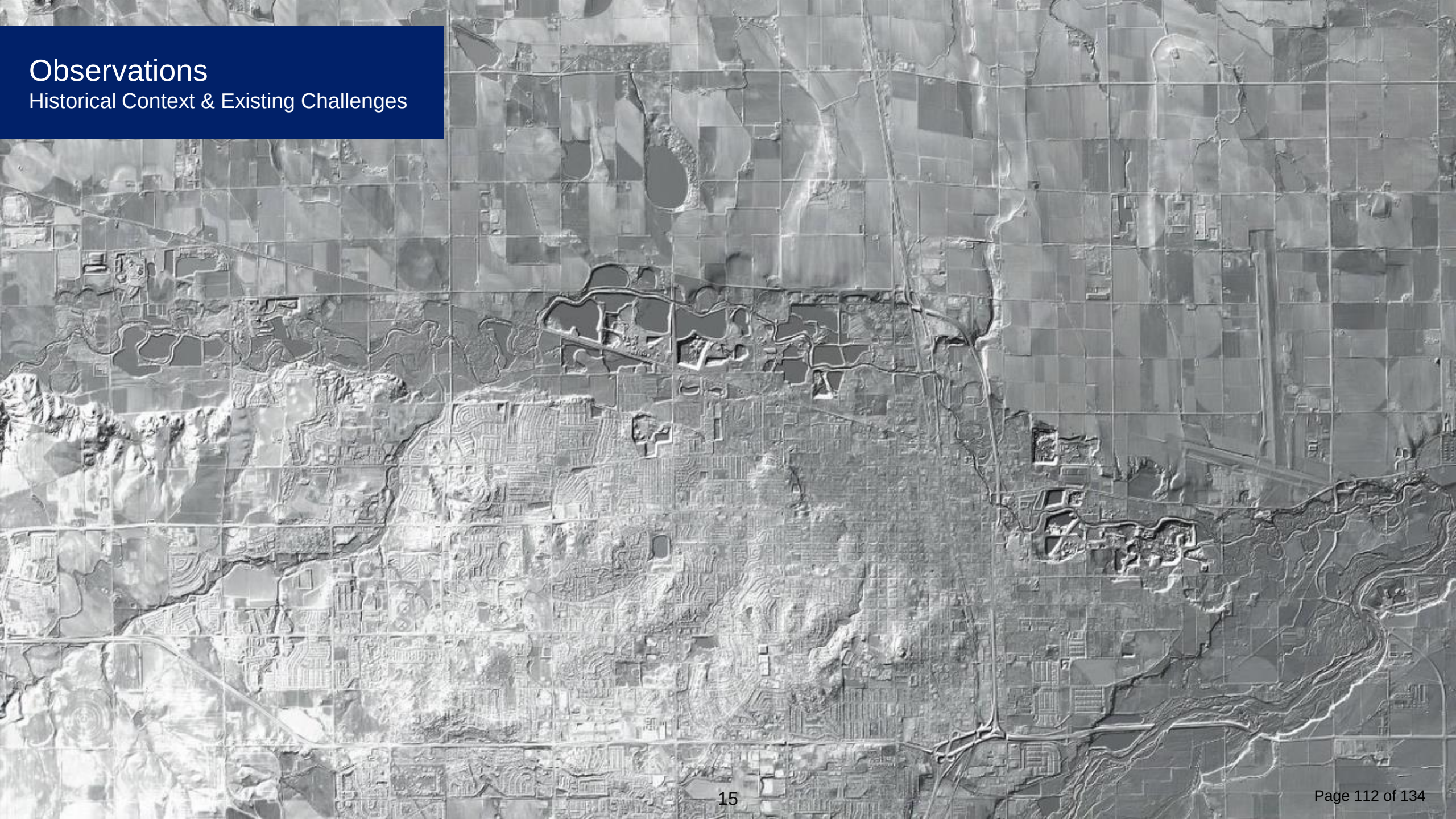
Historical Context

Urban Growth



Observations

Historical Context & Existing Challenges



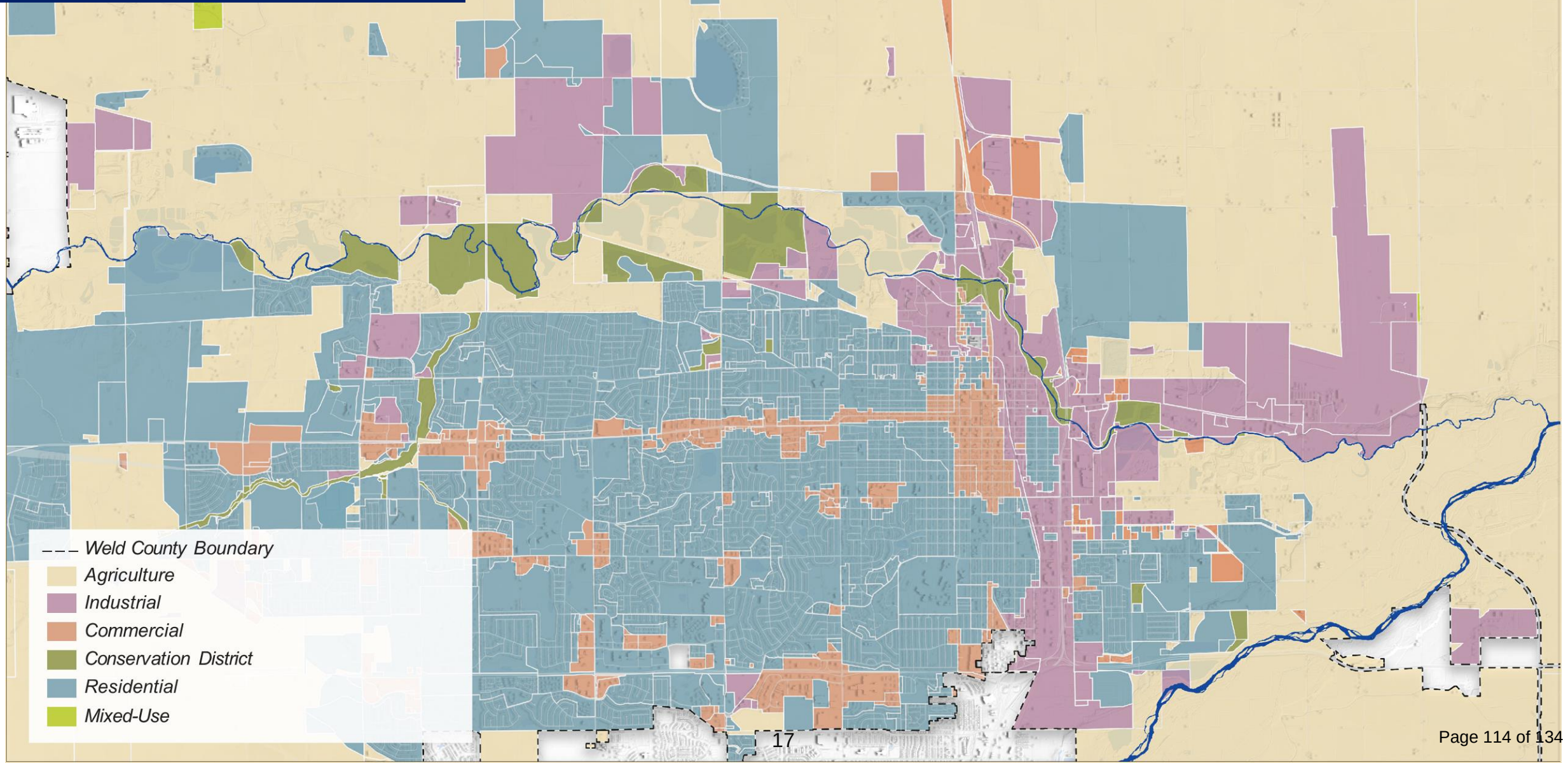
Principles

Historical Context & Existing Challenges



Observations

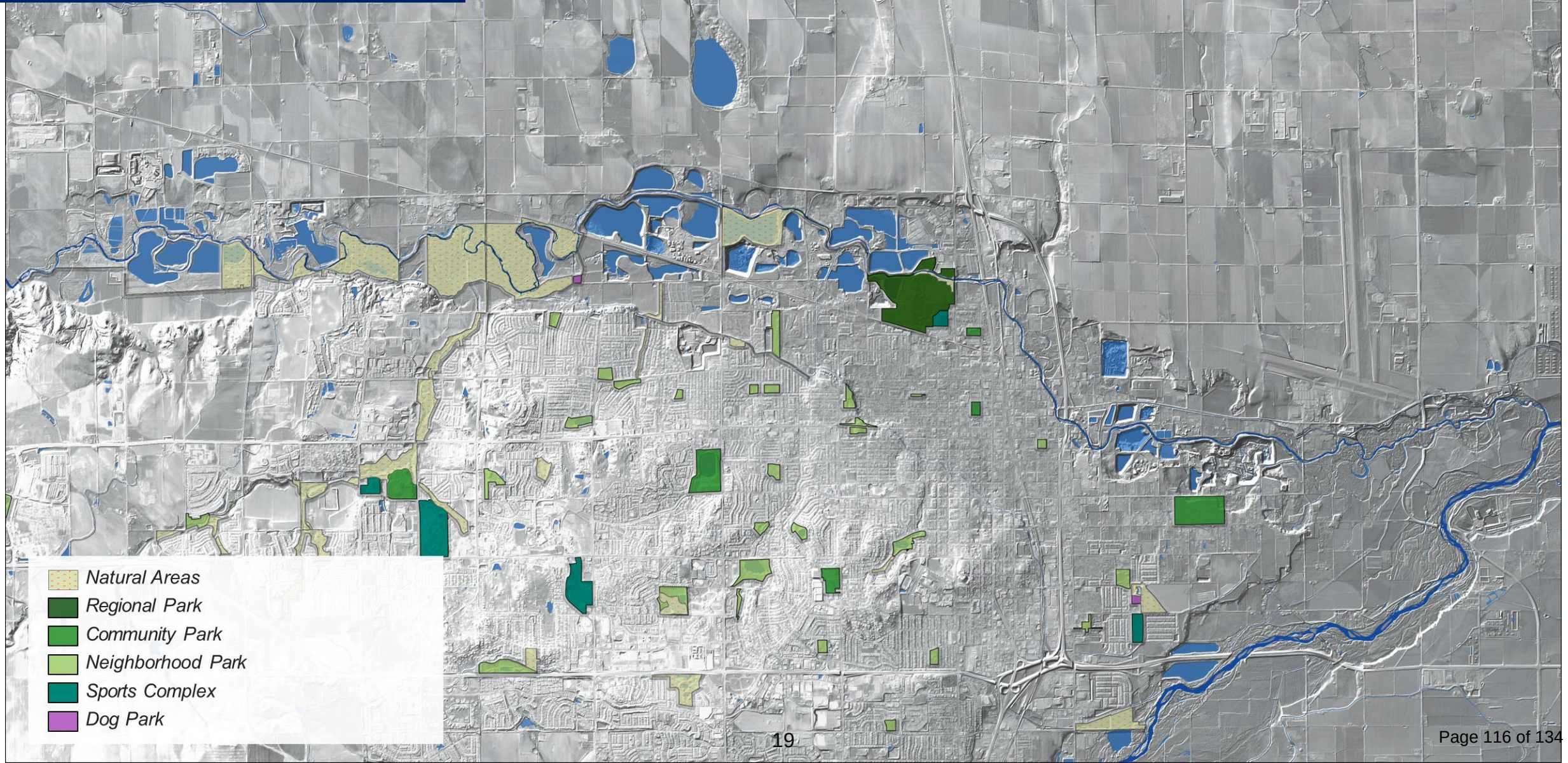
Governance & Land Use





Observations

Recreation & Access



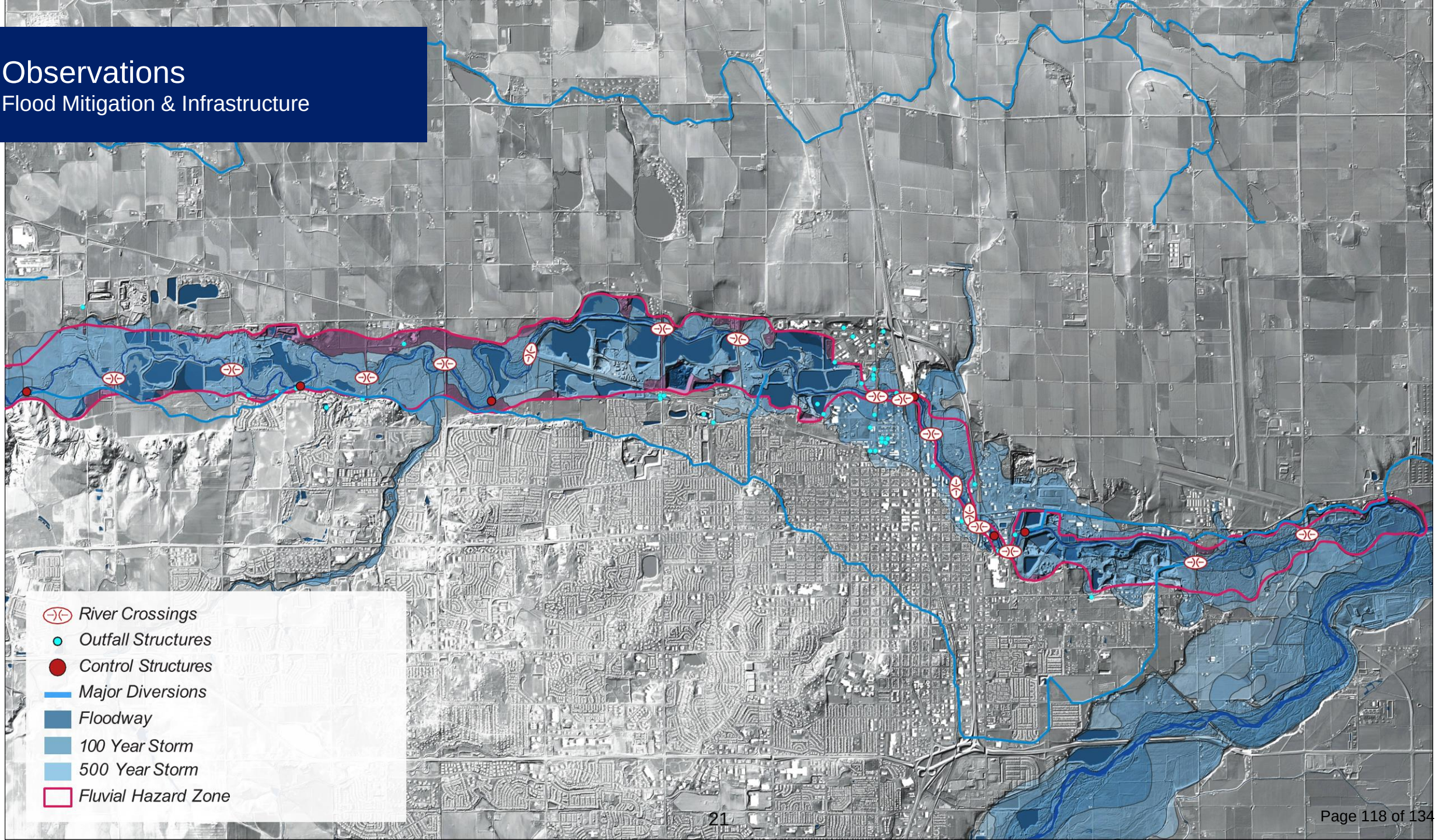
Principles

Recreation & Access



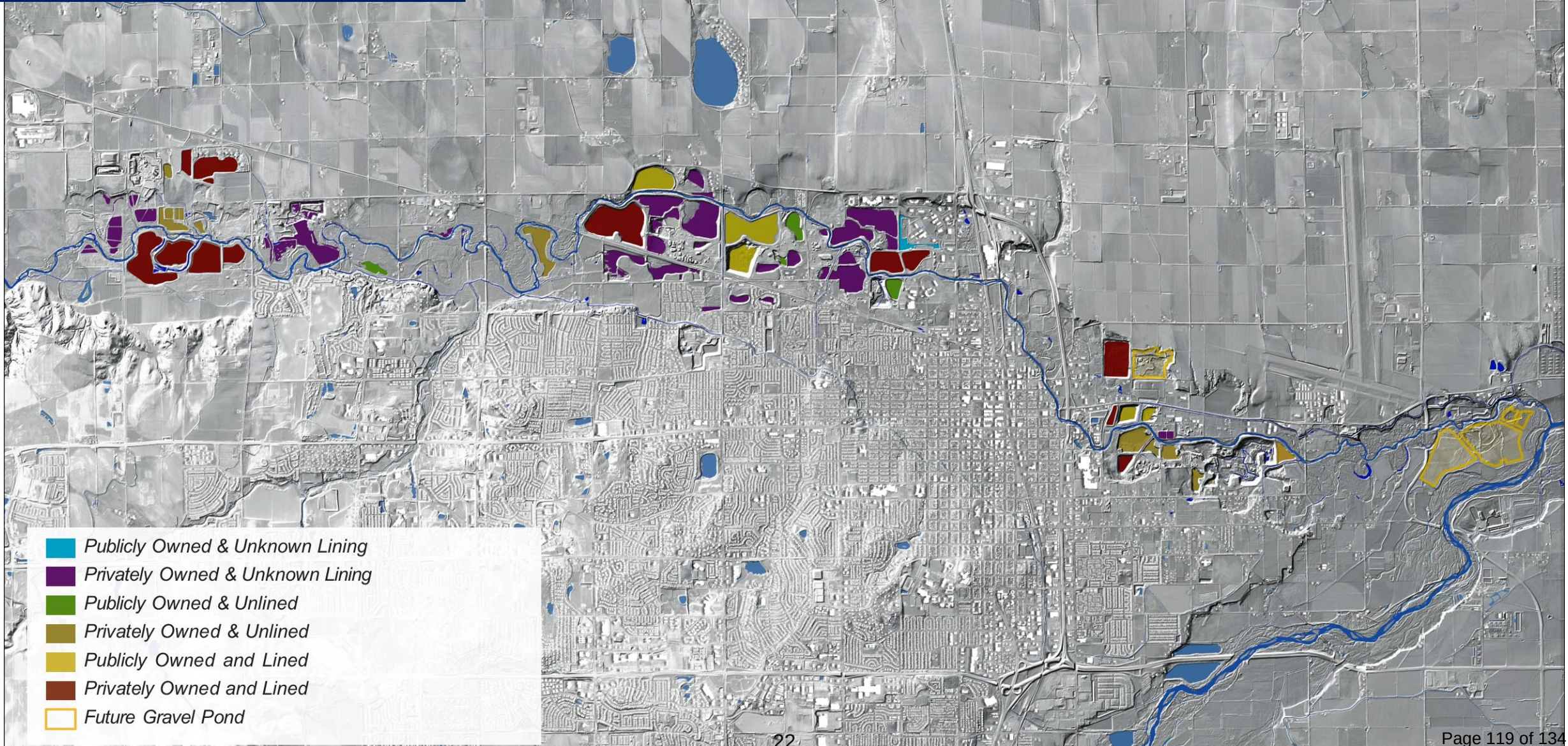
Observations

Flood Mitigation & Infrastructure



Observations

Flood Mitigation & Infrastructure

- 
- Publicly Owned & Unknown Lining
 - Privately Owned & Unknown Lining
 - Publicly Owned & Unlined
 - Privately Owned & Unlined
 - Publicly Owned and Lined
 - Privately Owned and Lined
 - Future Gravel Pond



Floodplain vegetation decreases risk of rapid, unhealthy erosion and river migration

Riprap can increase scour upstream and downstream of where it's placed

Perched outflows can increase scour and are a barrier to fish and other wildlife

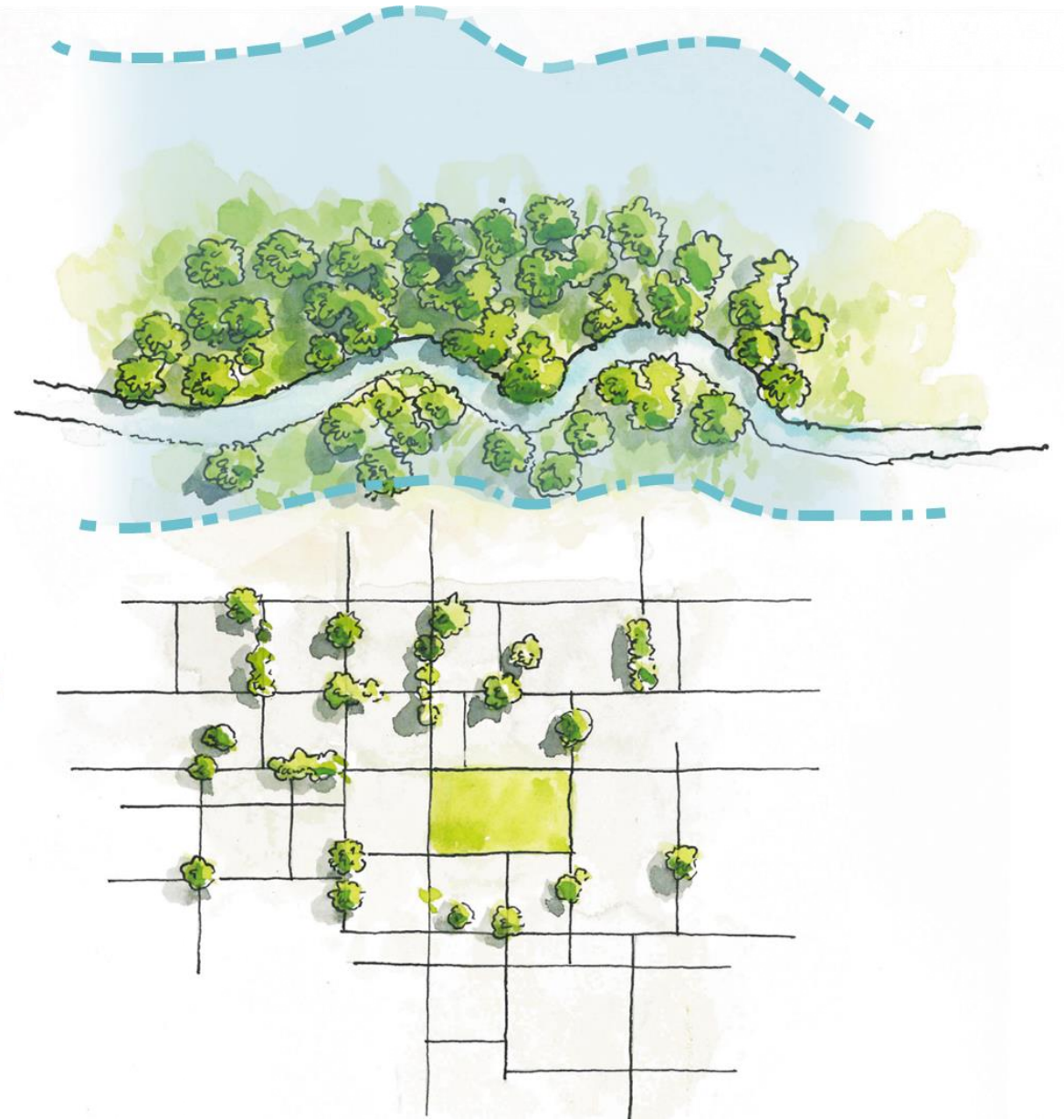
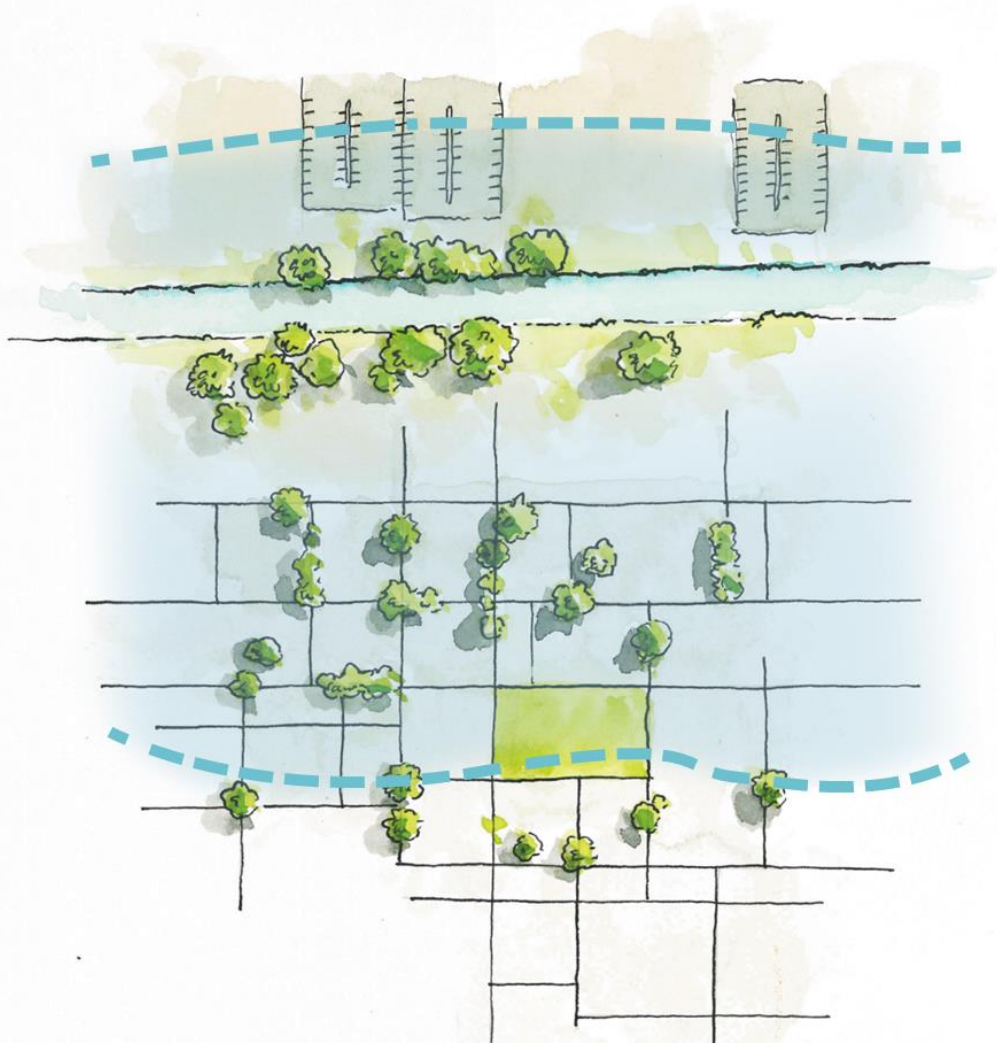


Crossings that are too low, too narrow, and have multiple piers block the passage of sediment, wood, and water

Over time, the build up of sediment increases flooding risk

Principles

Flood Mitigation & Infrastructure



Conservation

Protect intact, functioning habitat and ecosystem processes



Strategic Actions

Implement strategic management actions or restore critical habitat and key processes that pose threats to other areas or that strategically link intact habitats



Reconnect and Restore

Reconnect isolated habitats and implement restoration actions that address the root causes of impairments to habitat-forming processes

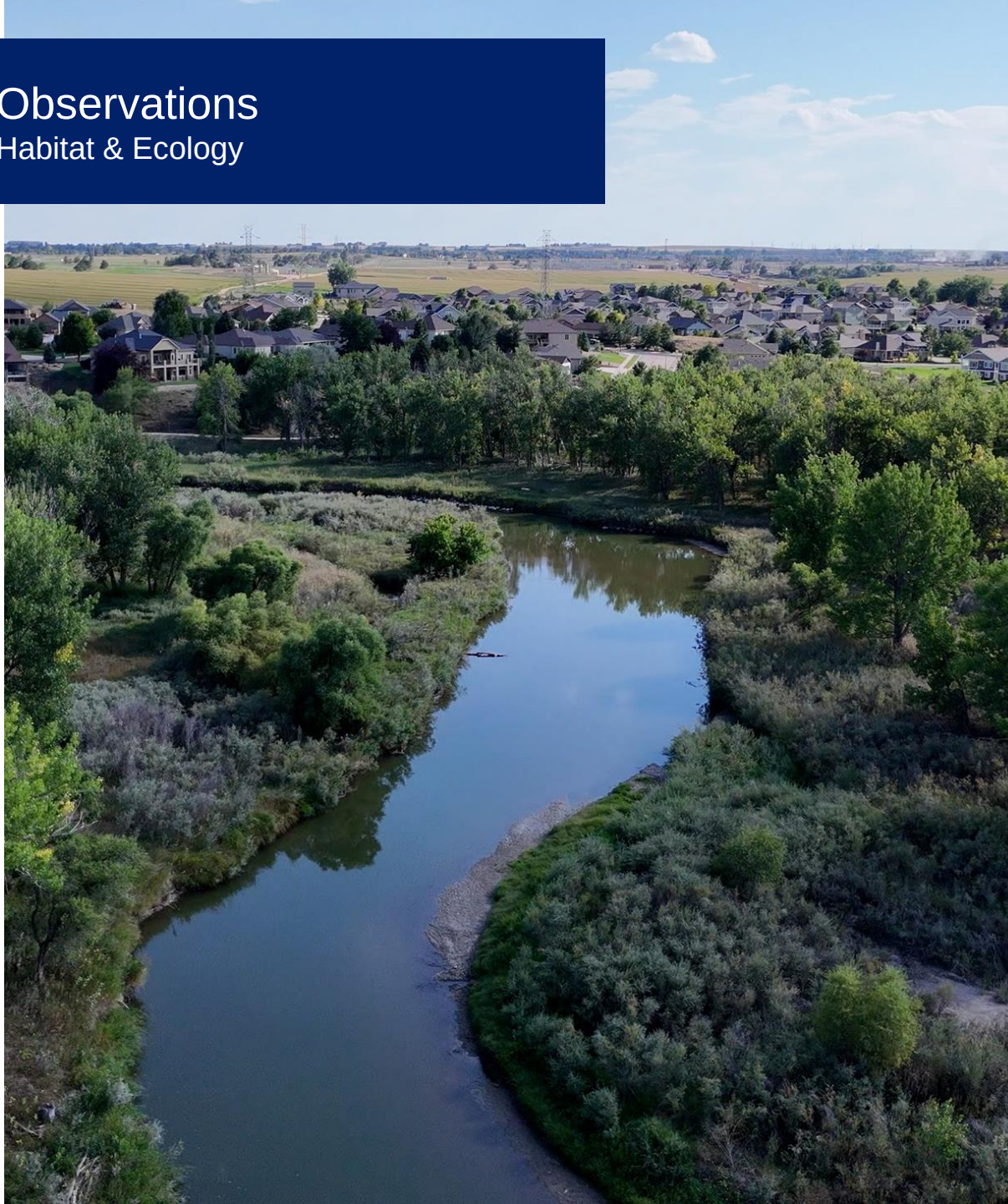


Enhance and Create

Improve existing processes or habitat conditions or create new habitat features that address habitat needs

Observations

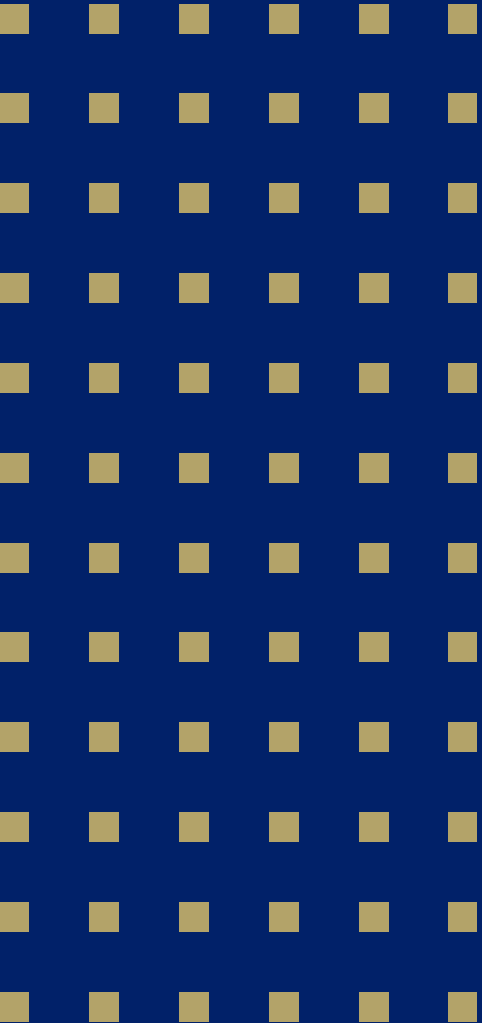
Habitat & Ecology



Principles

Habitat & Ecology



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Discussion & Feedback



Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Leah Hubbard - Deputy Director of Water Resources

Title:

Legal Report

Summary:

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

1. Based on review of the October 2024 Water Division 1 Resume, staff and water counsel did not identify any new matters to recommend that the Water and Sewer Board file a statement of opposition by the end of December, 2024.

Recommended Action:

Informational only

Recommended Motion:

None

Attachments:

None



Water & Sewer Agenda Summary

December 18, 2024

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Director's Report

Summary:

The Director will provide the Water & Sewer Board with a summary of water resource policy events, and an update on notable water utility activities. Update Items include the following:

- Water Industry Education and Advocacy Events
- 16th Street enhancement project, utility phase 1 project update
- Summary of the 11/22 high water pressure event caused by a contractor's operation of a City valve
- Greeley Mall private water system compliance update
- West Greeley infrastructure planning summary
- Full presentation on infrastructure, raw water and project financials planned for January.
- Colorado River Interim Drought Management Guidelines negotiation update
- Confluence, 2nd Edition history book project update

Recommended Action:

Informational only

Recommended Motion:

None

Attachments:

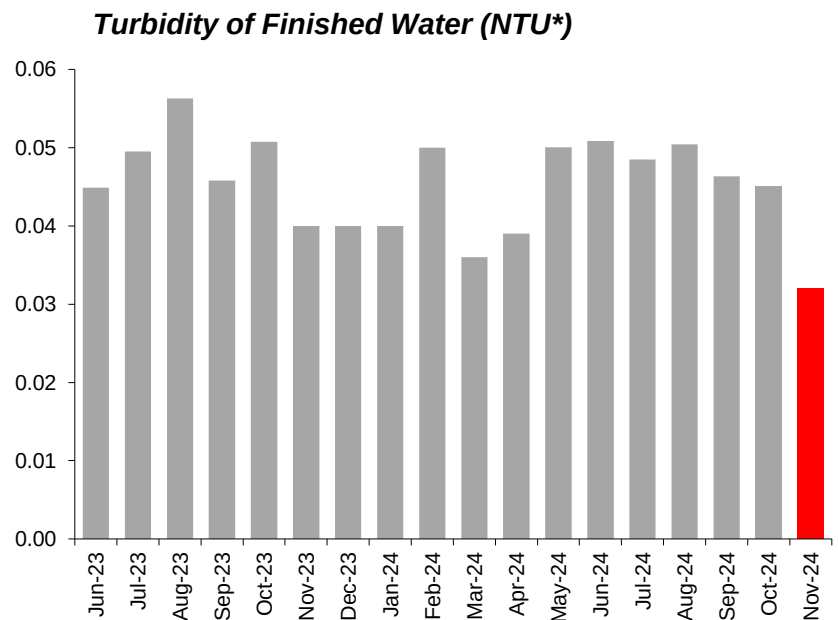
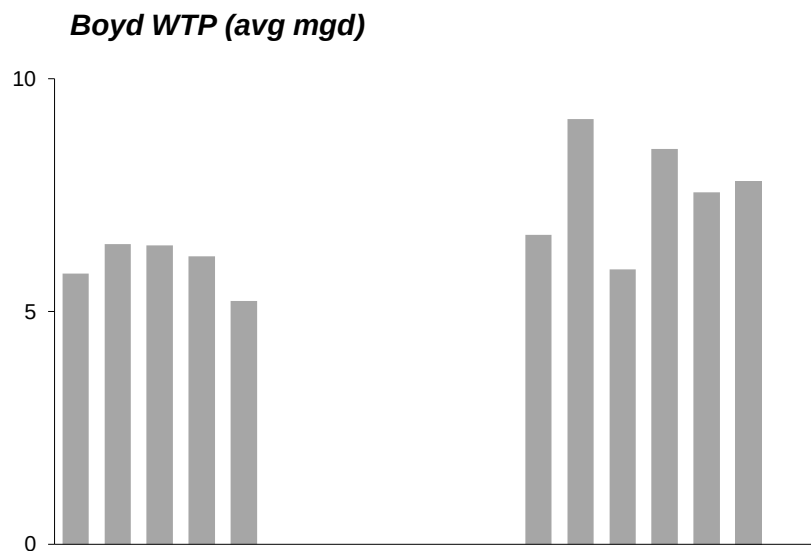
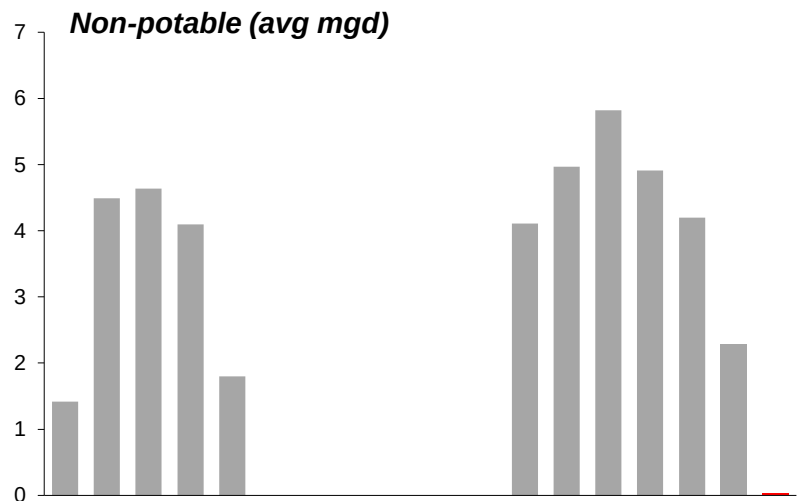
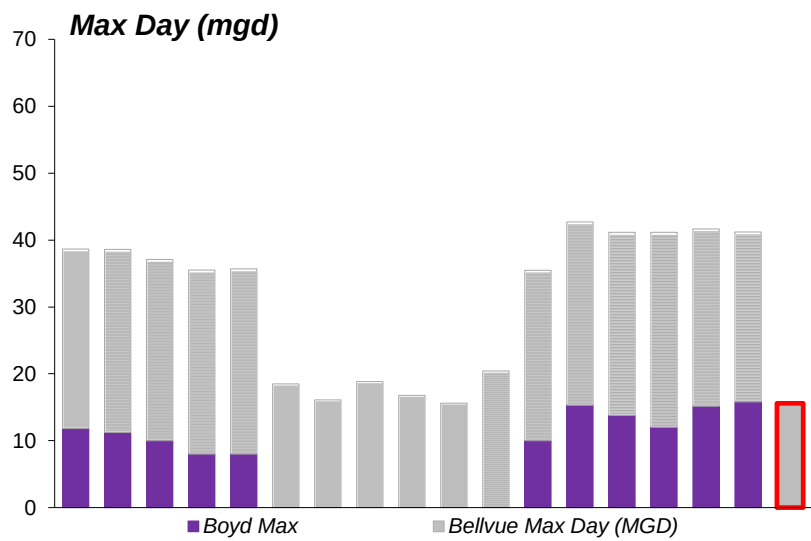
1. Board Meeting Charts_2024

Water Treatment

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

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

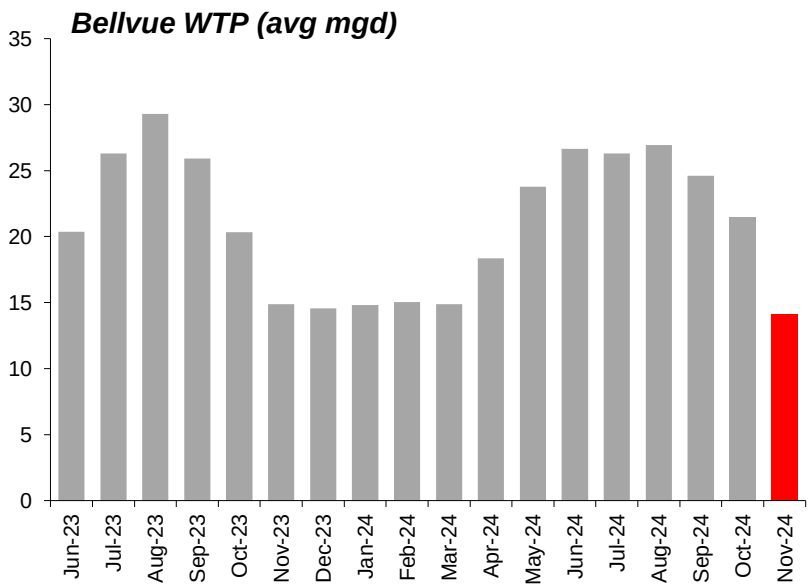
Combined, Bellvue and Boyd can treat a maximum of 70-73 million gallons per day.



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

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

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

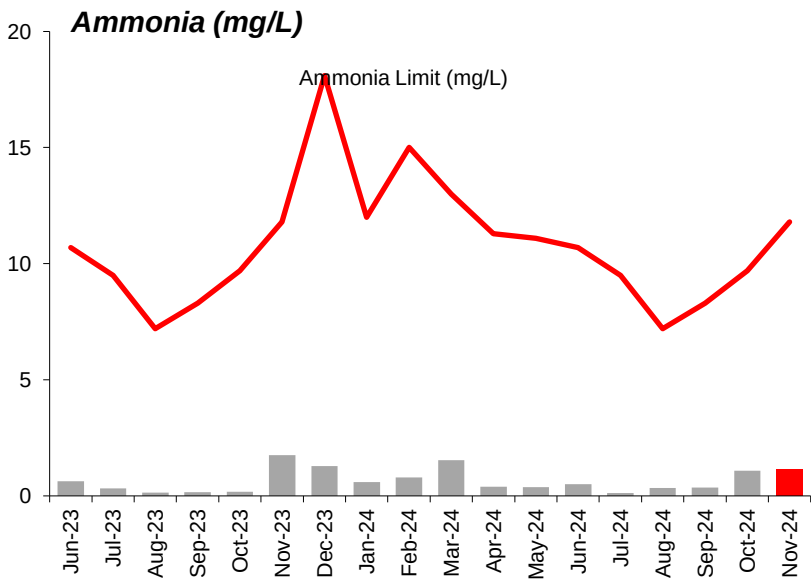
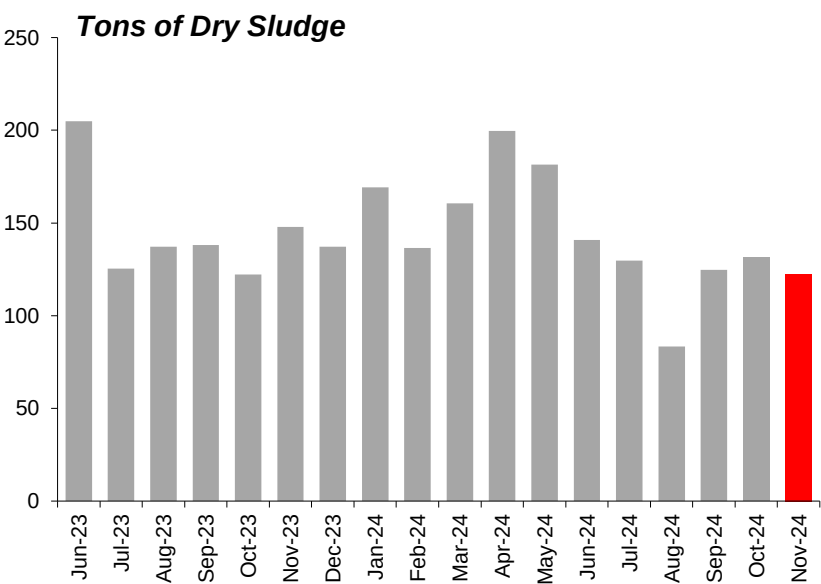
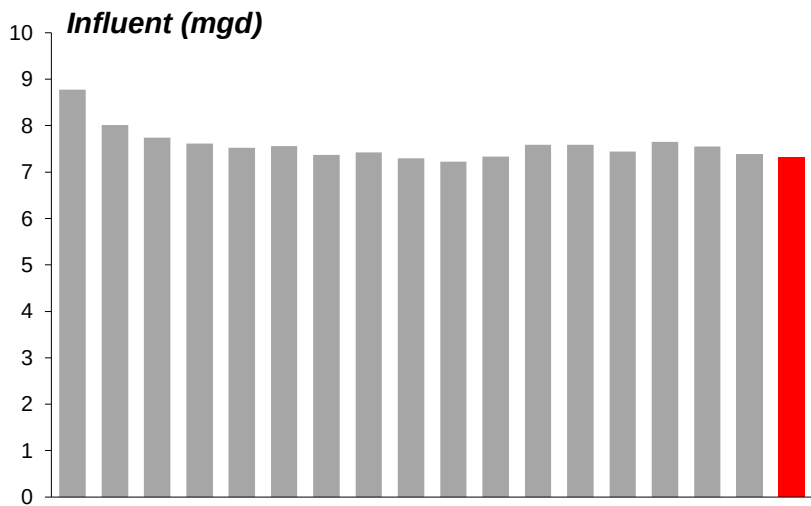
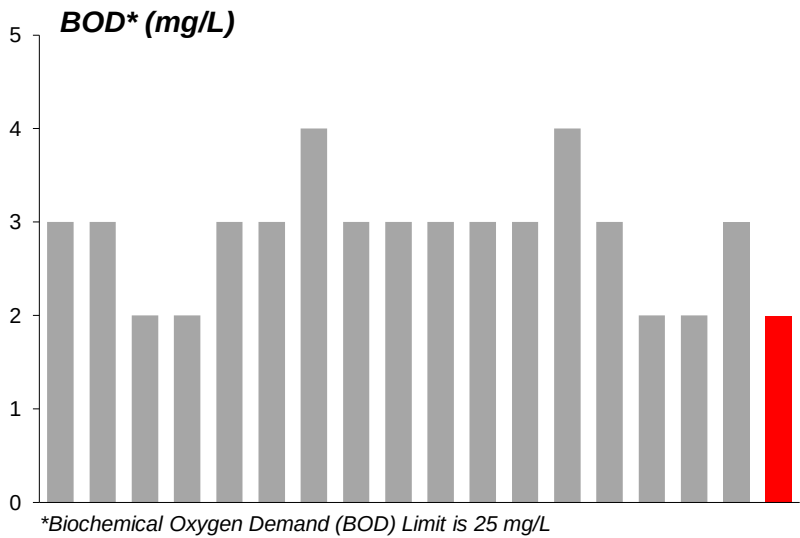
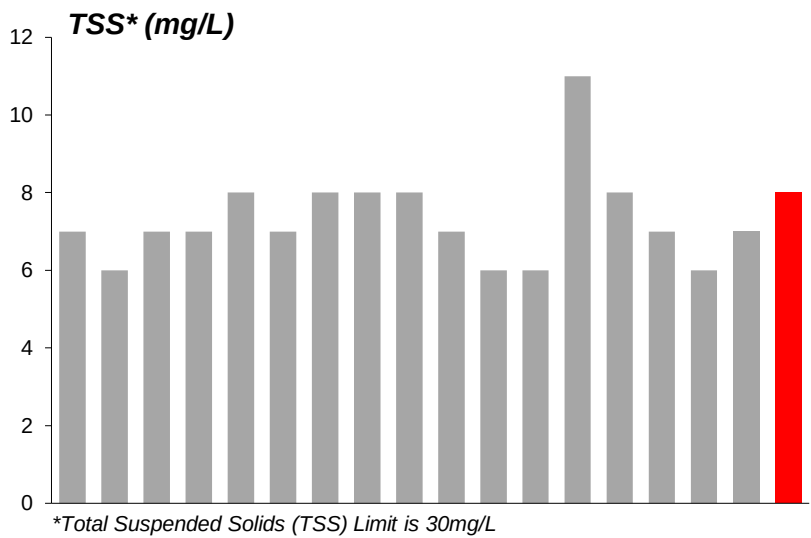


Wastewater Treatment

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

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

Note: the red column indicates the current month.



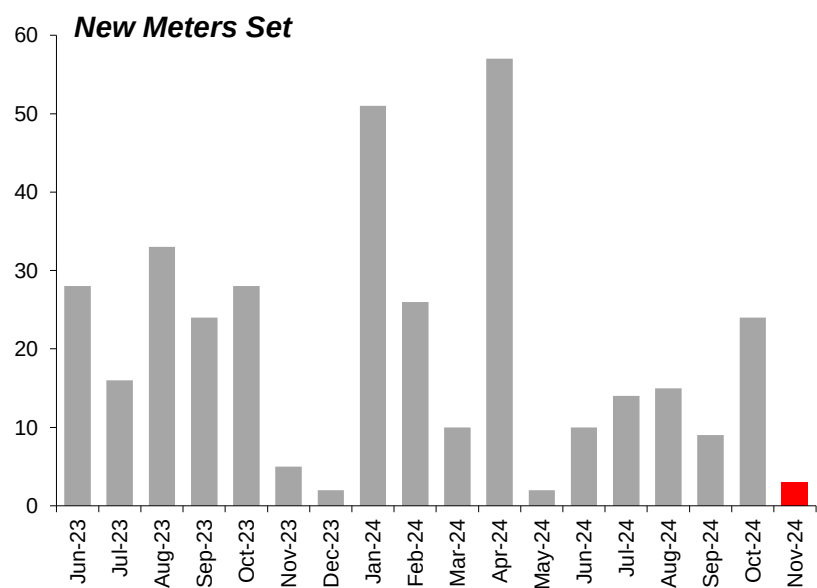
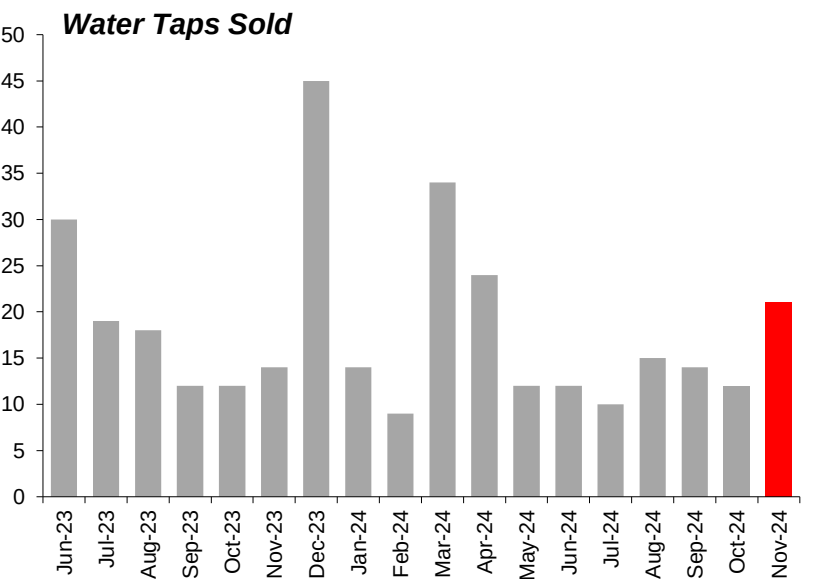
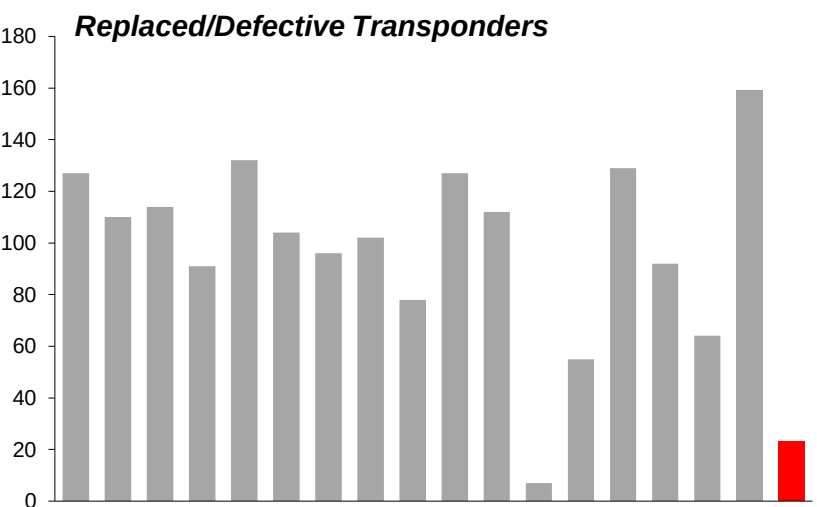
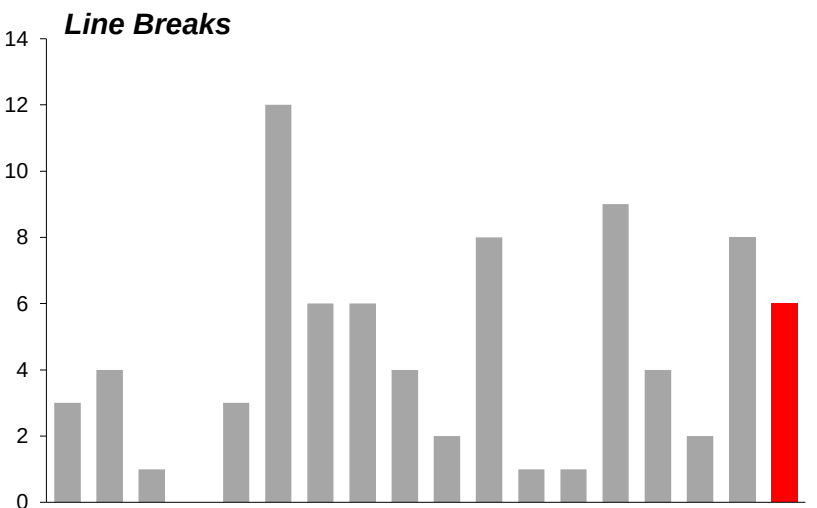
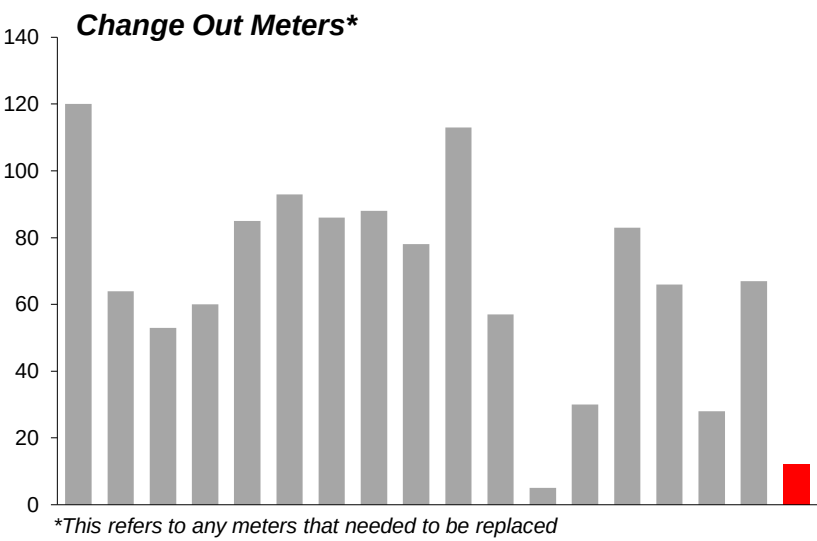
Water Distribution

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

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

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

Note: the red column indicates the current month.



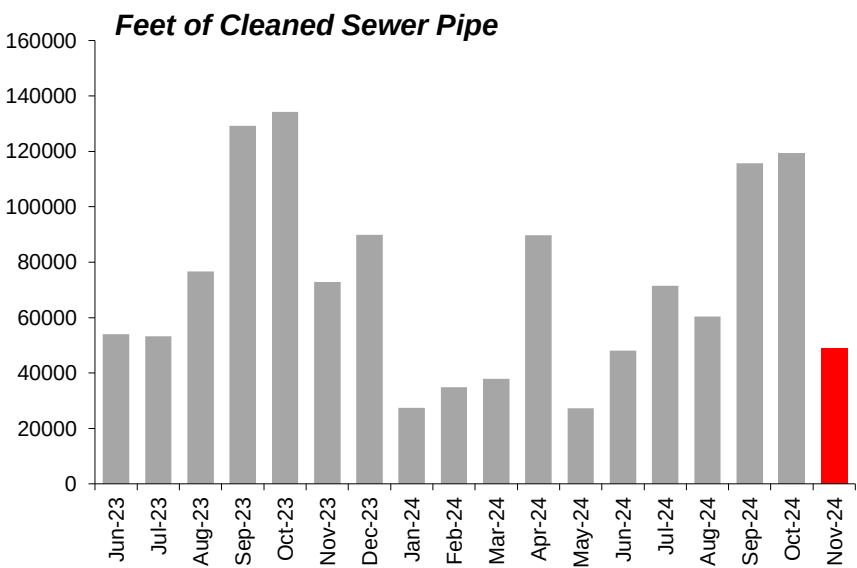
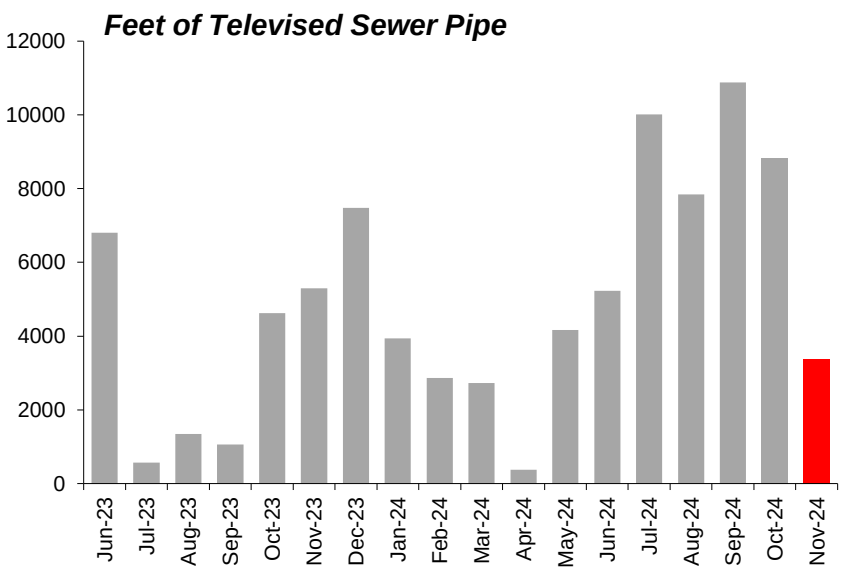
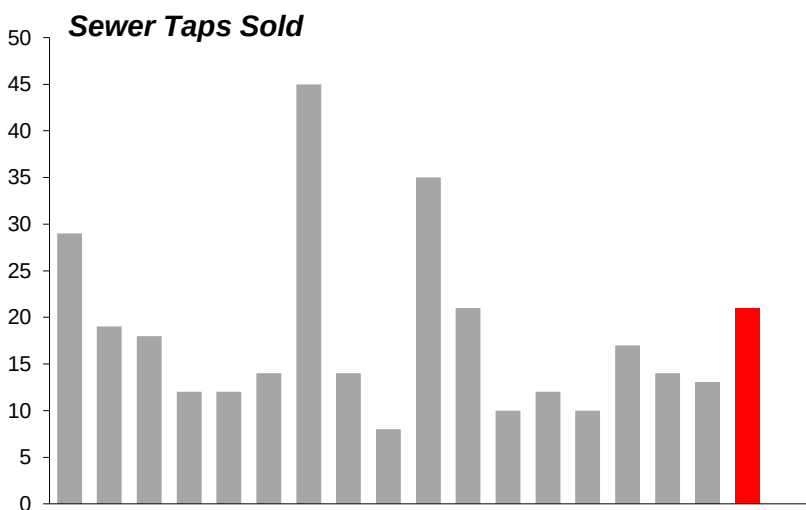
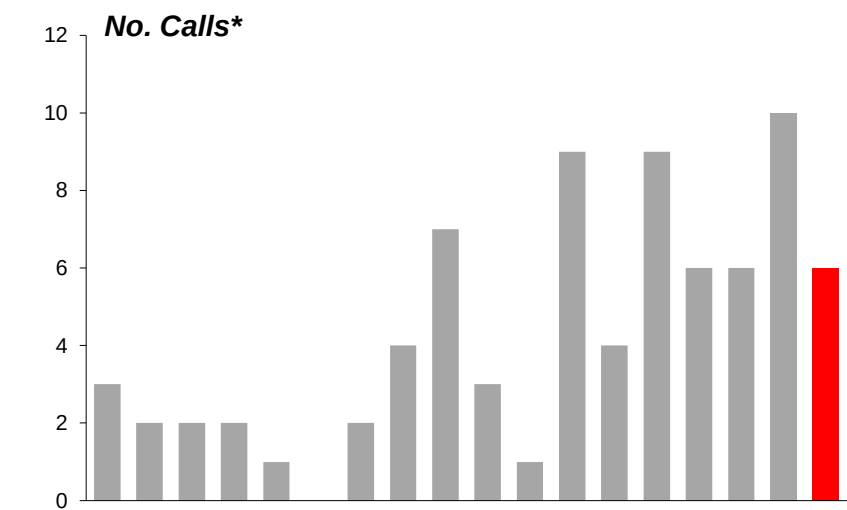
Wastewater Collection

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

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

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

Note: the red column indicates the current month.

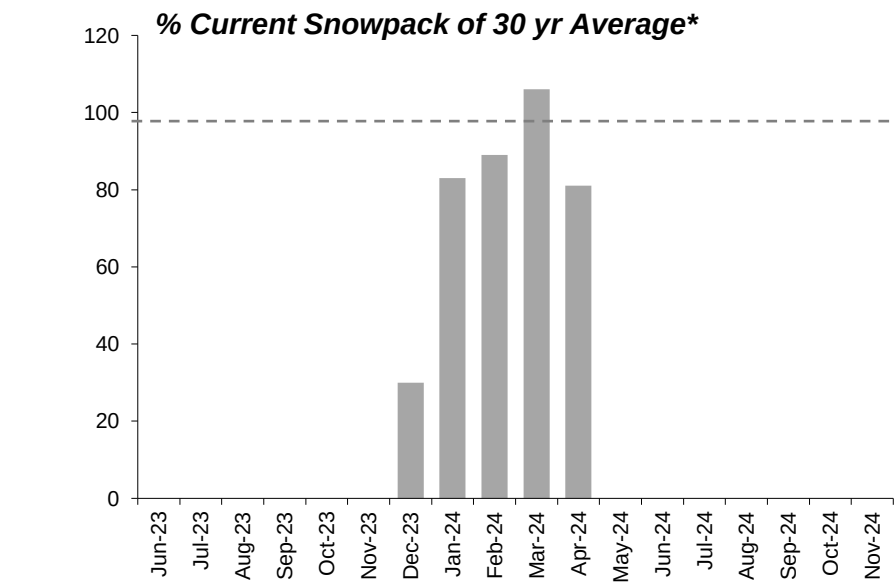
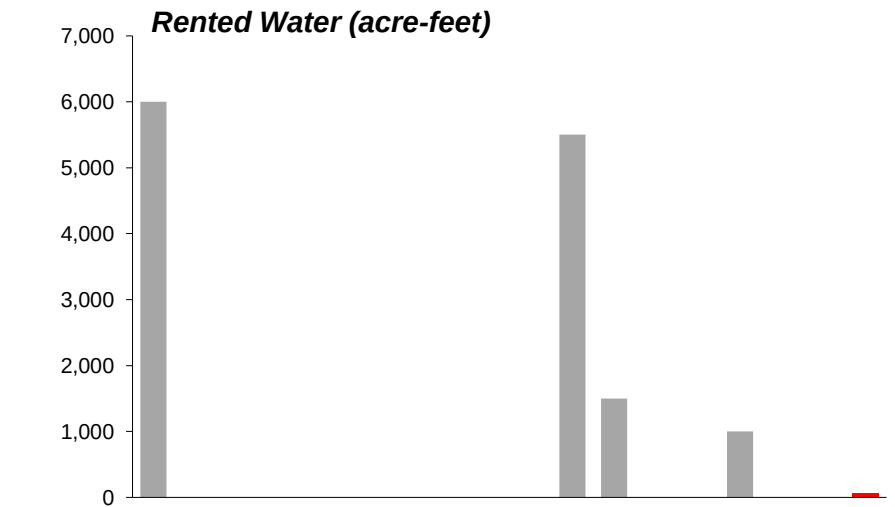
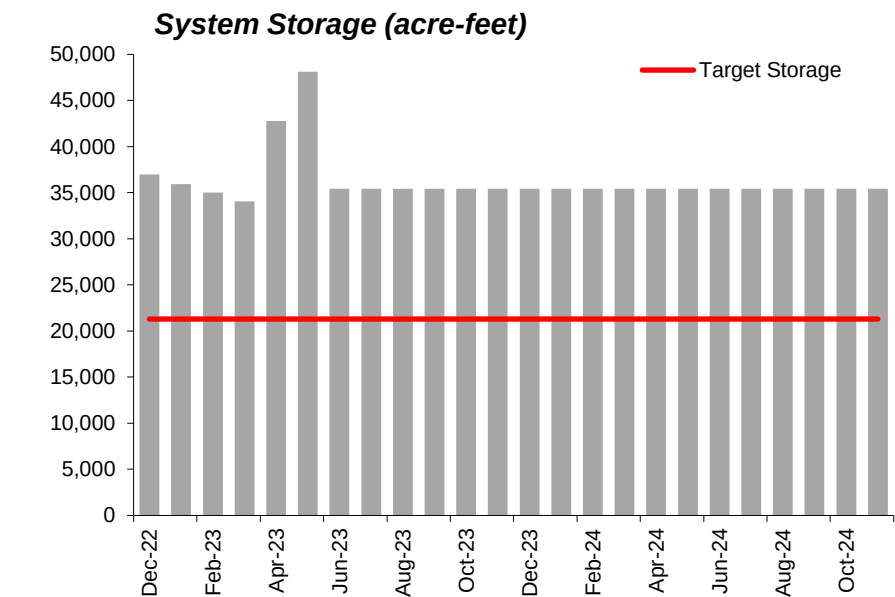


Water Resources

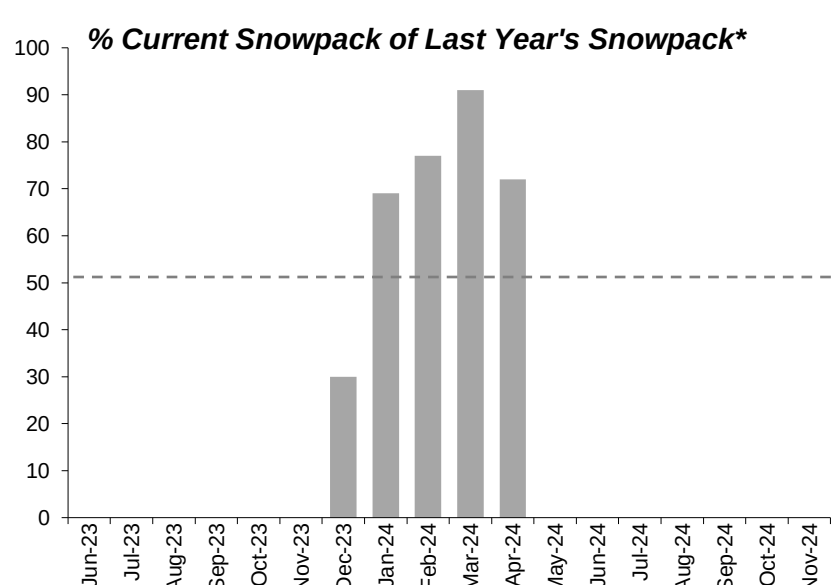
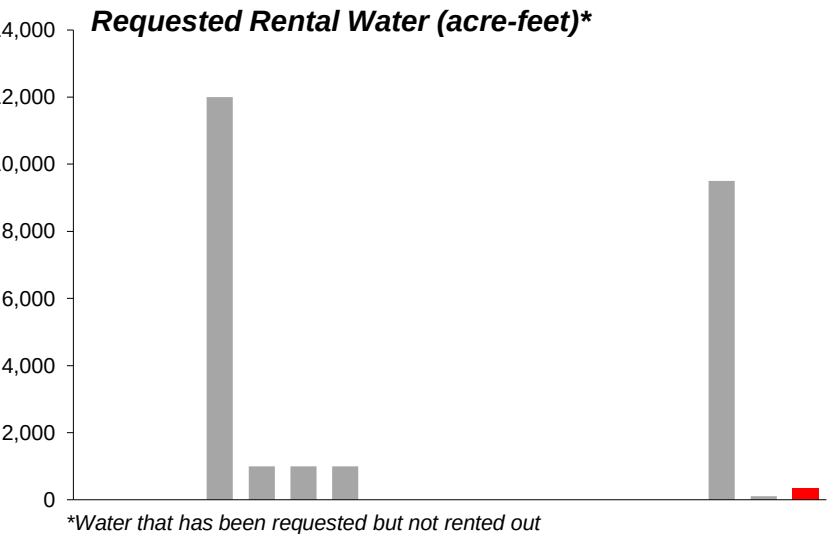
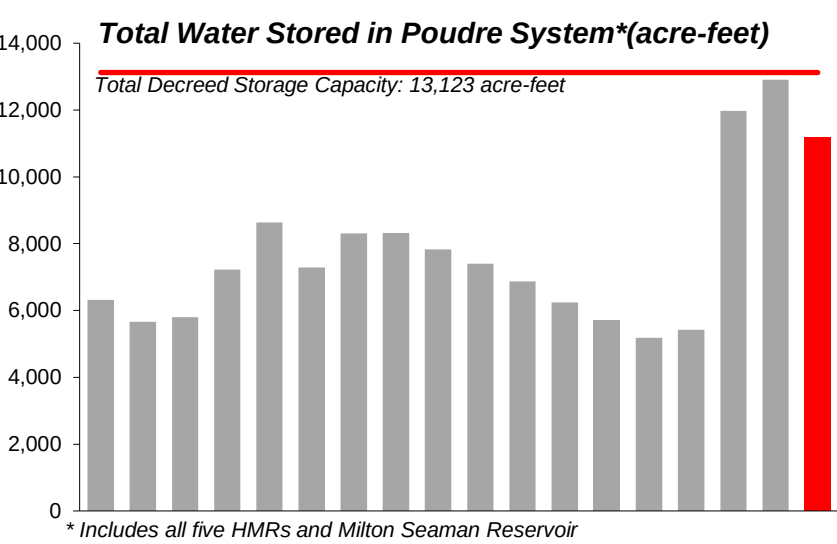
Greeley has numerous water rights in four river basins; the Upper Colorado River, Cache La Poudre, Big Thompson and Laramie River. The Water Resource staff must account for all of this water and comply with the rules of the Colorado Water Court and the State Engineer's Office which is in charge of allocating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

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

Note: the red column indicates the current month.



*Data is from the 1st of the month
**Average of Deadman Hill and Joe Wright



*Data is from the 1st of the month
**Average of Deadman Hill and Joe Wright

Treated Water and Weather Data

January was a cold month with an aveage temperature of 24.63°F. Temperatures warmed up in February with an average temperature of 34.52°F. The average teperature was 40.38°F in March and 49.62°F in April. May signaled the start of summer with an average temperature of 57.27°F. June tracked slightly higher than average at 71.6°F. July temperatures were seasonably average at 73.3°F. Temperatures in August were slightly above average, but slightly cooler than July. Temperatures in September were well above average with an average temperature of 66.19°F compared to the historic aveage of 61.7°F. Temperatures continued to remain about five degrees above average in October, with an average daily temperature of 53.5°F. November saw a reverse in the warming trend with the average daily temperature at just 33.3°F, about 3 degrees below average.

Greeley received 0.35 inches of precipitation in January. A big snow storm brought 2.03 inches of precipitation in February. Greeley received 1.5 inches of precipitation in March and 1.6 inches in April. May brought less precipitation than expected, with 1.07 inches for the month. June precip was just below average, but kept the total precip above average. July was dry and only produced 0.58 inches of precipitation. There were 1.53 inches of precipitation in August, which is slightly below average. September precipitation was also slightly below average at 1.3 inches with cumulative precipitation just over 1 inch lower than the historic average. October saw the lowest precipitation o the year so far at just 0.32 inches, well below the historic average of 1.09 inches, leaving culmulative annual precipitation nearly two inches below average. Precipitation in November was nearly three times the average at 1.43 inches helping to bring cumulative annual precipitation to just 1 inch below average.

