

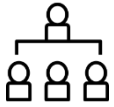
Water and Sewer Board

Regular Meeting

City Council Chambers – City Center South

1001 11th Avenue – Greeley, Colorado

February 19, 2025 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



February 19, 2025 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. Recommend to Council the Potential Acquisition of Real Property Interest in the Greeley Mall
6. Approval of Little Thompson Water District Lease
7. Adopt Resolution Authorizing the Delta Park Water Court Application
8. Approval of Lowell Agricultural Lease
9. Annual Financial Report
10. Western Growth Area Raw Water Update
11. Annual Water Conservation Report
12. Legal Report
13. Director's Report
14. Such Other Business That May Be Brought Before the Board Added to This Agenda by Motion of the Board
15. 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 January 15, 2025
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:00 p.m. on Wednesday January 15, 2025.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Tony Miller, Joseph Murphy, Cheri Witt-Brown, Matt Anderson, Deputy Director of Finance Steve Krolczyk on behalf of Tyra Litzau, Deputy City Manager Rachel Flynn on behalf of City Manager Raymond Lee

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 Water Resources Leah Hubbard, Office Manager Gigi Allen, Utility Finance Manager Virgil Pierce, Water Resource Administrator III Alex Tennant, Water Resource Administrator II Sam Harshbarger, Water Resource Administrator I Eric Clark, Water Resource Intern Zac White, Water Conservation Manager Dena Egenhoff, Plans Examiner Derek Hannon, Civil Engineer IV Cort Nickel, Civil Engineer I Clayton Orback, Administrative Assistant III Lisa Van Vorous,

Legal Counsel:

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

Guests:

IT Project Manager Krystal Dilka, James Sutherland from Wingfoot Water Resources, City Attorney Stacey Aurzada, IT Specialist Helen Seitz, Councilmember Deb DeBoutez

2. Approval of Minutes

Mr. Miller made a motion, seconded by Mr. Otis to approve the December 2024 Water and Sewer Board meeting minutes. The motion carried 7-0.

3. Approval of Agenda

There were no changes to the agenda.

4. Introduction of City Attorney Stacey Aurzada

In July of 2024 the Greeley City Council appointed Stacey Aurzada as City Attorney. Ms. Aurzada has been with the City of Greeley since 2005 and filled the role of Deputy City Attorney for eleven years prior to her appointment to the role of City Attorney. Ms. Aurzada provided a brief introduction of herself and overview of the City Attorney's Office.

Stacey Aurzada left the meeting at 2:09 pm.

5. Election of Board Officers

Mr. Miller moved to nominate Harold Evans as Chairman of the Water and Sewer Board for 2025 and also nominated Mick Todd as Vice Chairman of the Water and Sewer Board for 2025. The motion was seconded by Mr. Otis. The motion carried 7-0.

6. Welcome New Employees and Promotions

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

7. Customer Information System Project Update

Erik Dial updated the Water and Sewer Board on the progress of the Customer Information System (CIS) project and the path ahead.

8. Tri-Annual Water Court Update

Sam Harshbarger discussed that the City of Greeley Water and Sewer Department is active in numerous Water Court matters to develop additional water supply and to protect existing water rights. In the third trimester, Greeley filed zero statements of opposition and filed stipulations in four cases, received one decree, and received a favorable ruling from the Supreme Court in an opposition case. Water court legal costs equaled \$119,268 and engineering costs equaled \$114,310 for a total cost of \$233,578 this trimester. This brings the total legal costs to \$350,369 and the engineering costs to \$329,456 for a total of \$679,825 for this year.

9. Legal Report

James Noble provided the Legal Report. Based on staff and counsel's review of the November 2024 Water Division 1 Resume, they recommended that the Water and Sewer Board authorize filing statements of opposition by the end of January 2025 to the following water court applications:

1. **Case No. 24CW10:** The applicants, Tim and Jeanne Iverson, applied for an augmentation plan for a gravel pit adjacent to the Greeley Canal No. Three near the F Street Return structure. Applicants are seeking to use 6.25 shares in the Greeley Irrigation Company as an augmentation supply. Mr. Noble recommended that Greeley file a statement of opposition in this case to ensure that any change of the GIC shares is correctly quantified, and that the plan for augmentation accurately replaces stream depletions and does not injure any of Greeley's water rights.
2. **Case No. 24CW3153:** This case concerns an application by Basin Lands LLC, for nontributary underground water rights in the Upper Laramie Aquifer. Applicant claims an annual average amount of 2,157 acre feet per year from the aquifer. The overlying land for this claim consists of approximately 1,931 acres, located in Township 11 North, Range 67 West. This is in close proximity to the Terry Ranch. We recommend that Greeley file a statement of opposition to evaluate the nontributary claims and to ensure that Greeley's water rights are not adversely affected.
3. **Case No. 24CW3155:** This case concerns an application by Seaworth for a finding of reasonable diligence and to make conditional water rights absolute for several ponds and a direct flow water right in the Taylor and Gill Ditch. Greeley was involved in the original application for these water rights in Case No. 16CW3093. Mr. Noble recommended that Greeley file a statement of opposition to evaluate the claims for diligence and to make the water rights partially absolute and to ensure that Greeley's water rights and interests in the ditch are not adversely affected.

Vice Chairman Todd moved that the Board authorize filing statements of opposition in Case Nos. 24CW10, 24CW3153, and 24CW3155 and for staff and legal counsel to seek resolution of issues raised by these cases consistent with Water and Sewer Board Resolution No. 3, 2015. Ms. Witt-Brown seconded the motion. The motion carried 7-0.

The following people left the meeting at 3:10 pm:

Gigi Allen, Lisa Van Vorous, Dena Egenhoff, Eric Clark, Alex Tennant, Sam Harshbarger, Virgil Pierce, Derek Hannon, Cort Nickel, Clayton Orback, James Sutherland, Helen Seitz, Deb DeBoutez

10. Executive Session

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

1. For the purposes of obtaining legal advice, determining positions relative to matters that may be subject to litigation or negotiations, developing strategy for litigation or negotiations, and instructing negotiators concerning an intergovernmental agreement dispute.

Mr. Murphy seconded the motion. The motion passed.

Roll Call was taken, the Board members present were, Chairman Evans, Vice Chairman Todd, Mr. Miller, Mr. Murphy, Mr. Otis, Ms. Witt-Brown, Mr. Anderson

Jerrae Swanson left the meeting at 4:15 pm.

The following people returned to the meeting after Executive Session:
Gigi Allen, Lisa Van Vorous, Helen Seitz.

11. Director's Report

Sean Chambers provided the Water & Sewer Board and staff with a brief update on the following items of water utilities policy interest;

1. Water Industry Education and Advocacy Events
- 10th Annual Poudre River Forum in Greeley at Aims CC Welcome Center on 3/7/25
2. 16th Street enhancement project, utility phase 1 project update
3. Neff Lake raw water non-potable water pipeline diligence and PSA update

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

14. Adjournment

The meeting ended at 4:39 p.m.

Harold Evans, Chairman

Raymond Lee, Board Secretary



Water & Sewer Agenda Summary

February 19, 2025

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Welcome New Employees and Promotions

Summary:

Promotions/transfers: Wyatt Watson – Maintenance Mechanic III
Jordan Ellis – Equipment Operator II

New Hires: Eric Froening – Bellvue Plant Operator D

Recommended Action:

None

Recommended Motion:

N/A

Attachments:

None



Water & Sewer Agenda Summary

February 19, 2025

Key Staff Contact: Adam Prior, Chief Engineer

Title:

Recommend to Council the Potential Acquisition of Real Property Interest in the Greeley Mall

Summary:

The Greeley Mall property is currently served by a private water and sewer system that has not been adequately maintained or operated since it was first installed more than 50 years ago. The Greeley Mall water system's condition of disrepair, lack of control valves, and direct uncontrolled interconnections with the City's potable water distribution system are a real and growing public health risk to Greeley residents. The private water system serving the Greeley Mall property located immediately south of Highway 34 Bypass between 17th and 23rd Avenues ("Greeley Mall Property") is out of compliance with several regulatory standards concerning public health and safety, and the property owner, Greeley Mall CO LLC, has been notified by the Water & Sewer Department that they must take immediate corrective action to address the serious public health issue with immediate urgency.

The private water system serving the Greeley Mall Property does not meet the current City of Greeley ("City") standards or Colorado Department of Public Health & Environment ("CDPHE") regulations for domestic water or sanitary sewer service, including, without limitation, standards and regulations concerning cross connection control and backflow prevention. The history of water main and fire line breaks in the Greeley Mall private water system have shown that the deteriorating condition of the private water system at the Greeley Mall poses a variety of threats to public health and safety, including, without limitation, the following:

- Risk of contamination of the treated water provided to users and customers at the Greeley Mall
- Risk of uncontrolled backflow of contaminated water from the Greeley Mall private system to the Greeley public water system
- Lack of a reliable water supply for fire protection in the event of an emergency to ensure that life and property are not subject to unnecessary risk
- Lack of certified operators for the Greeley Mall private system to ensure that the system is being adequately operated and maintained in accordance with industry standards

The Water & Sewer Department has notified Greeley Mall Co LLC about Non-Compliance by USPS mail. We issued a Demand Letter for Corrective Action related to the potable water infrastructure on January 9, 2025. The requirements set forth in the notice include the timelines for design and construction of new waterlines and facilities throughout the property to address the concerns noted above. If the property owner fails to complete the required corrective actions, then the City will need the ability and authority to acquire property easements, complete designs, and construct adequate potable water infrastructure on the property.

Recommended Action:

Adopt a Resolution Authorizing the Acquisition of Interests in Real Property for the Construction of Potable Water Infrastructure on the Greeley Mall Property

Recommended Motion:

“I move that the Board adopt the enclosed Resolution Authorizing the Acquisition of Interests in Real Property for the Construction of Potable Water Infrastructure, by purchase or through the power of eminent domain, and recommend that City Council authorize the same.”

Attachments:

1. Approval of Acquisition of Real Property at Greeley Mall
2. Revised Draft Resolution (Authorizing Acquisition by ED - Greeley Mall)
3. Greeley Mall-Potenail Waterline Alignment
4. Exhibit A-property list-Greeley Mall
5. Notice of Non-Compliance and Demand for Corrective Action - Greeley Mall



Approval of Resolution to Acquire Real Property at the Greeley Mill Site

Adam Prior
Water & Sewer Chief Engineer

Agenda



Presentation Agenda

- Describe the location of real property acquisition
- Provide background and reason for acquisition
- Possible pipeline alignments on Greeley Mall
- Recommend approval to acquire the property

Purpose: To obtain authorization for the purchase of real property that will provide W&S potential future easements on the Greeley Mall site.



Property known as the Greeley Mall
and owned by Greeley Mall Co LLC

Located South of
Hwy 34

East of 23rd Ave
and West of 17th
Ave

North of 30th Street



Background & Actions Taken

Background of Concerns:

- Greeley Mall has a private water & sewer systems
- Greeley Mall private water system is in condition of disrepair
- Real and growing public health risks and safety of Greeley system
 - Lack of maintenance and knowledge of private water infrastructure
 - No certified operators to manage system and repair leaks
 - No protection or backflow to Greeley's distribution system
 - Currently private fire hydrant leaking without isolation

Actions Taken:

- Greeley send Notice of Non-Compliance and Demand for Corrective actions
- Requires specific timeline for design and construction of new public water system around Greeley Mall

Corrective Actions

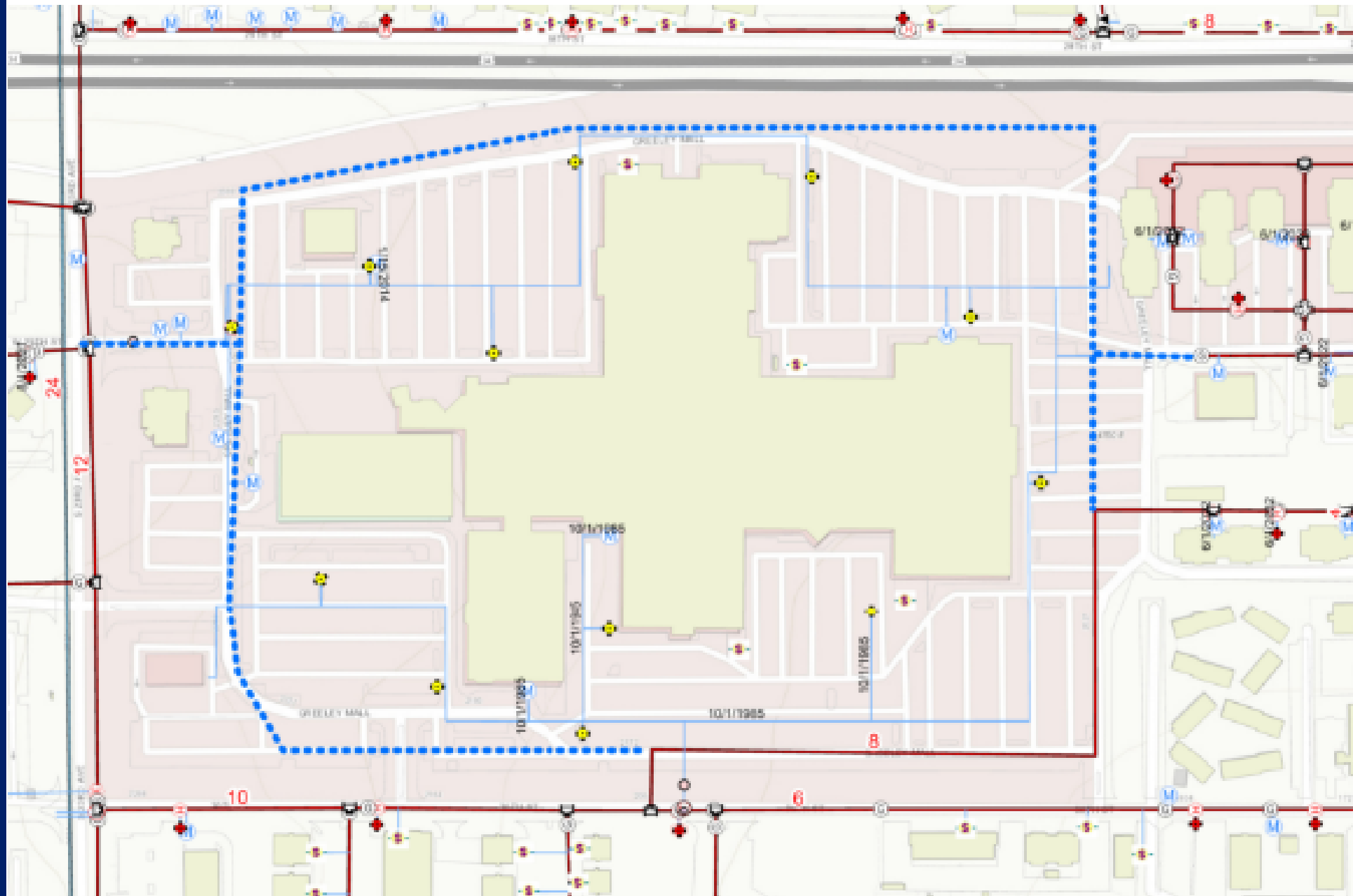
Timeline for Corrective Actions by Greeley Mall:

- 120 day for 30% design of a new public water lines
- 210 days for 90% design of a new public water lines
- 210 days after acceptance of final construction plans to build a new public water lines

Failure to Perform:

- W&S would complete new water lines design
- W&S would acquire easement for new water lines
- W&S would construct waterlines
- W&S would create Local Improvement District to recover costs

Possible Waterline Alignment

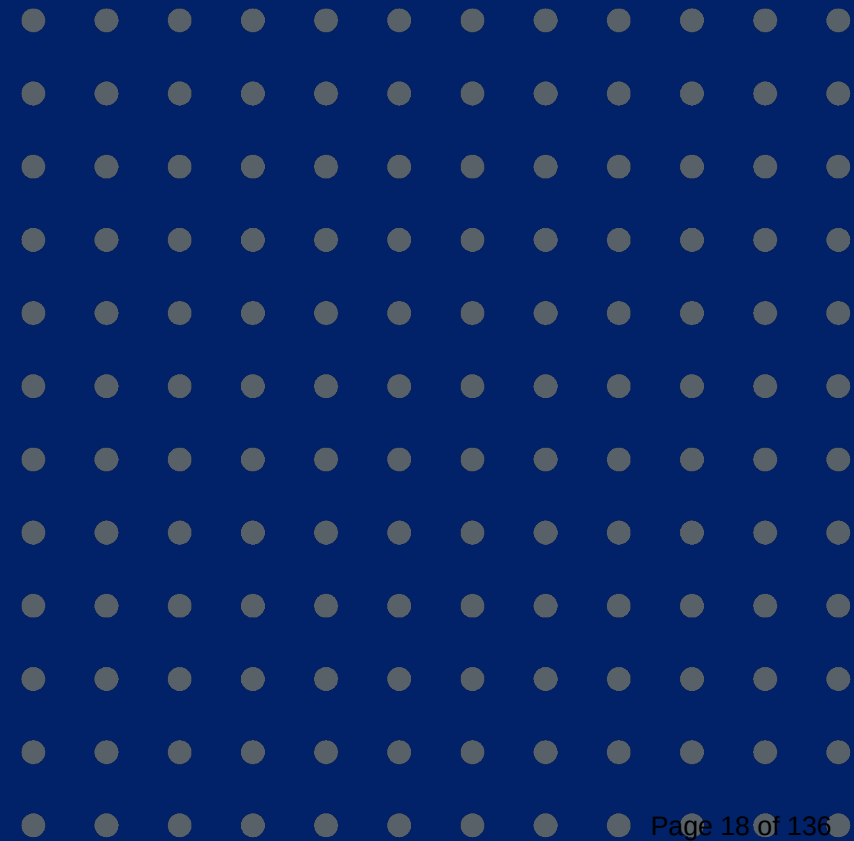


Recommendation of Approval



Staff Recommend Approval of a Resolution to the Acquisition of Interests in Real Property at the Greeley Mall Co LLC

Thank you



**THE CITY OF GREELEY, COLORADO
ACTING BY AND THROUGH ITS WATER AND SEWER BOARD
RESOLUTION NO. ___, 2025**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF INTERESTS IN REAL
PROPERTY LOCATED IN THE CITY OF GREELEY, WELD COUNTY, COLORADO, BY
PURCHASE OR EXERCISE OF THE POWER OF EMINENT DOMAIN, FOR THE
CONSTRUCTION OF POTABLE WATER INFRASTRUCTURE PURSUANT TO SECTION 7
OF ARTICLE XVI, SECTION 15 OF ARTICLE II, SECTIONS 1 AND 6 OF ARTICLE XX OF
THE COLORADO CONSTITUTION, AND C.R.S. §§ 31-15-101 AND 38-1-101, *ET SEQ.*
(GREELEY MALL POTABLE WATER INFRASTRUCTURE)**

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 the use of the City; and

WHEREAS, Section 15 of Article II and Section 7 of Article XVI of the Colorado Constitution further authorize the City to acquire property to convey water for domestic, irrigation, drainage, and other purposes; and

WHEREAS, Section 17-4 of the City’s Charter authorizes and requires the City Water and Sewer Board (“Board”) to acquire, develop, convey, lease, and protect water and sewer assets, supplies, and facilities; and

WHEREAS, Section 17-1 of the Greeley City Charter authorizes the Board to qualify the Water and Sewer functions and operations as an “enterprise” as that term is contained in Section 20 of Article X of the Colorado Constitution, and to provide for every function and operation of an enterprise, including but not limited to, bond issuance and all other necessary and ordinary functions of Water and Sewer operations, which enterprise is established by Section 20-23 of the Greeley Municipal Code; and

WHEREAS, the Board has determined that the development of adequate potable water infrastructure that meets the regulatory standards set by the City and the Colorado Department of Public Health and Environment (“CDPHE”) related to domestic water service, is needed for the public purpose of ensuring a safe and reliable potable water supply to the City’s citizens and thereby protecting their public health, safety, and general welfare; and

WHEREAS, accordingly, the acquisition of interests in the real property located in the City of Greeley and identified on Exhibit A, whether by purchase or through exercise of the City’s power of eminent domain, is necessary.

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

Section 1. The Board hereby determines that it is necessary for the City to acquire, either by purchase or through exercise of the power of eminent domain, permanent easements and temporary

construction easements across the real property identified on Exhibit A for the installation, operation, maintenance, repair, replacement, and improvement of potable water infrastructure, including, without limitation, distribution lines, hydrants, and associated facilities, to ensure a safe and reliable potable water supply to the City's citizens.

Section 2. The Board hereby determines that such acquisition of permanent easements and temporary construction easements across the real property identified on Exhibit A for the installation, operation, maintenance, repair, replacement, and improvement of potable water infrastructure, will serve the public purpose of ensuring a safe and reliable potable water supply to the City's citizens and thereby protecting their public health, safety, and general welfare.

Section 3. City staff and legal counsel are hereby authorized and directed to continue with the acquisition of the above-described interests in real property, either by purchase or through exercise of the power of eminent domain. Nothing in this resolution is intended or shall be construed to preclude good faith efforts by City staff and legal counsel to negotiate a voluntary purchase of the necessary interests in real property.

Section 4. The Board hereby ratifies any previous actions taken by City staff and legal counsel to negotiate the acquisition of such interests in real property, and in providing notice of the City's intent to acquire such interests, in accordance with C.R.S. § 38-1-101, *et seq.*

Section 5. The Board hereby recommends that City Council authorize the foregoing.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF FEBRUARY 2025.

ATTEST

**CITY OF GREELEY
WATER AND SEWER BOARD**

Secretary to the Board

Chairman, Water and Sewer Board

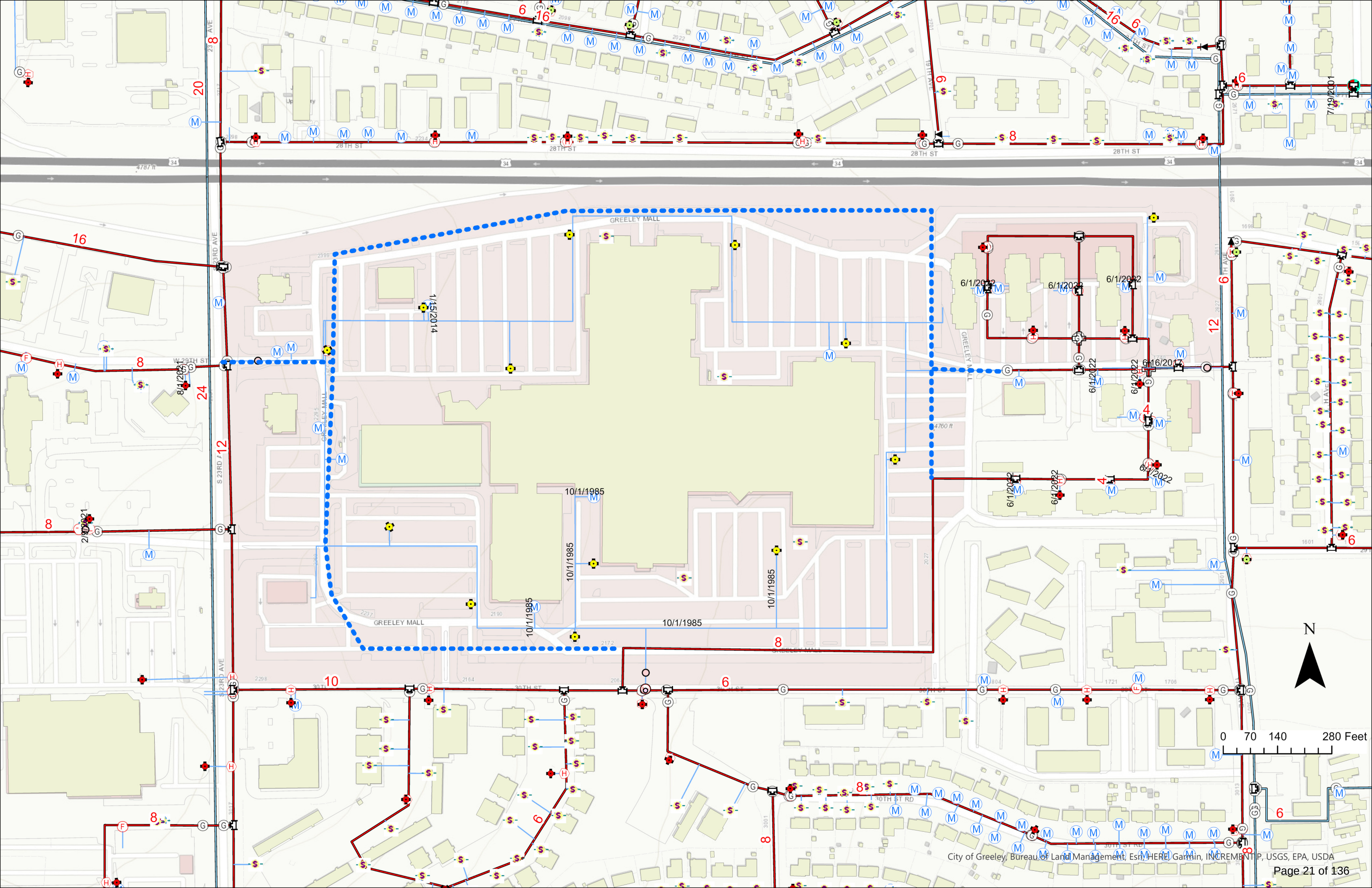


Exhibit A

PROJECT PARCEL NUMBER	ASSESSOR PARCEL NUMBER	Owner Name	Attn	OWNER ADDRESS	PROPERTY ADDRESS	Legal
1	096119218001	Greeley Mall CO LLC		9101 ALTA DR UNIT 1801 LAS VEGAS, NV 89145-8546	2050 GREELEY MALL Greeley, CO 80631	19-5N-65W
2	096119218004	Greeley Mall CO LLC		9102 ALTA DR UNIT 1801 LAS VEGAS, NV 89145-8546	2051 GREELEY MALL Greeley, CO 80631	19-5N-65W



Greeley Mall CO LLC
9101 Alta Dr. Unit 1801
Las Vegas, NV 89145

January 9, 2025

**RE: Notice of Non-Compliance and Demand for Corrective Action
Greeley Mall Private Water & Sewer System**

To Whom it May Concern:

This letter serves as formal notice that the private water system serving the Greeley Mall property located immediately south of Highway 34 Bypass between 17th and 23rd Avenues ("Greeley Mall Property") is out of compliance with several regulatory standards concerning public health and safety, and that Greeley Mall CO LLC must take immediate corrective action. The Greeley Mall Property, is currently served by a private water and sewer system that has not been adequately maintained or operated since it was first installed more than 50 years ago. The Greeley Mall water system's condition of disrepair, lack of control valves, and direct uncontrolled interconnections with the City's potable water distribution system are a real and growing public health risk to Greeley residents. Greeley Mall CO LLC must address this serious public health issue with immediate urgency.

Water System Deficiencies:

The private water system serving the Greeley Mall Property does not meet current City of Greeley ("City") standards or Colorado Department of Public Health & Environment ("CDPHE") regulations for domestic water or sanitary sewer service, including, without limitation, standards and regulations concerning cross connection control and backflow prevention. The history of water main and fire line breaks in the Greeley Mall private water system have shown that the deteriorating condition of the private water system at the Greeley Mall poses a variety of threats to public health and safety, including, without limitation, the following:

- Risk of contamination of the treated water provided to users and customers at the Greeley Mall
- Risk of uncontrolled backflow of contaminated water from the Greeley Mall private system to the Greeley public water system
- Lack of a reliable water supply for fire protection in the event of an emergency to ensure that life and property are not subject to unnecessary risk
- Lack of certified operators for the Greeley Mall private system to ensure that the system is being adequately operated and maintained in accordance with industry standards

Immediate Corrective Actions:

By this letter ("Notice and Demand"), the City is requiring that Greeley Mall CO LLC complete an immediate replacement of failing valves and water mains at the Greeley Mall Property, and that Greeley Mall CO LLC design and install new water infrastructure that meets the current City Code requirements, design standards, criteria and specifications, along with all other applicable CDPHE technical, managerial, and financial capacity regulations. Thereto, at a minimum the following specific actions are required:

- Within 120 days of the date of this Notice and Demand, Greeley Mall CO LLC must provide to the City a 30% design of the replacements and upgrades necessary to bring the Greeley Mall private water system into compliance with all applicable local, state, and federal regulations.
- Within 210 days of the date of this Notice and Demand, Greeley Mall CO LLC must provide to the City a 90% design, stamped by a professional civil engineer with a license to practice in Colorado, of the replacements and upgrades described above that complies with all applicable local, state, and federal regulations, including, without limitation, the City's published design criteria standards and specifications. Further, this deliverable must include an engineer's opinion of estimated construction costs, and a letter of credit or other demonstration of financial ability on the part of Greeley Mall CO LLC to finance the required water system improvements.
- Upon acceptance of the final construction plans by the City, construction shall begin within 90 days.
- Construction of the public water system shall be completed by no later than 210 days after the City's acceptance of final construction plans.
- Upon review, inspection, and acceptance by the City of the replacements and repairs described above, Greeley Mall CO LLC will dedicate to the City all water mains serving the Greeley Mall Property, along with standard municipal utility easements against the Greeley Mall Property for all water infrastructure
- Upon review, inspection, and acceptance by the City of the replacements and repairs described above, Greeley Mall CO LLC must transfer the water services for any and all properties served by the Greeley Mall private system, other than those serving the contiguous Greeley Mall structure to City of Greeley.
- Within 120 days of this Notice and Demand, Greeley Mall CO LLC must repair and/or replace all fire hydrants in accordance with the City's published design criteria standards and specifications. These fire hydrants shall be transferred to City of Greeley upon final acceptance of public water main lines and their associated easements.
- Within 60 days of this Notice and Demand, Greeley Mall CO LLC must inventory, inspect, and provide the City of Greeley with verification that there are no uncontrolled cross connections. This verification shall include passed tests for all required backflow prevention assemblies on all domestic, fire, and irrigation service connections to the Greeley Mall water system.

If Greeley Mall CO LLC does not undertake action as described above towards curing the deficiencies of the Greeley Mall private water system, the City will pursue any remedies necessary and available under law to ensure the safety of the City's public water system and citizens, including, without limitation, turning off the water supply to the Greeley Mall private system at the existing connection points to the Greeley public water system and seeking civil or criminal penalties, as provided by the Greeley Municipal Code and other applicable law.

Sanitary Sewer System

The private sanitary sewer system serving the Greeley Mall Property does not meet current City development code and design criteria requirements but does not pose an equivalent immediate threat to public health and safety. As such, the existing sanitary sewer system at the Greeley Mall Property may continue to be used so long as it does not pose such a threat. However, any redevelopment of properties connected to the private sanitary sewer system will require that such properties connect to the public sanitary sewer system, as provided in the Greeley Municipal Code.

The infrastructure standards and requirements outlined in this letter will remain applicable regardless of the properties' total water and sewer demands or any changes in end use. For any additional information about these requirements, please contact Derek Hannon with Greeley Water & Sewer at Derek.Hannon@greeleygov.com or (970) 336-4120.

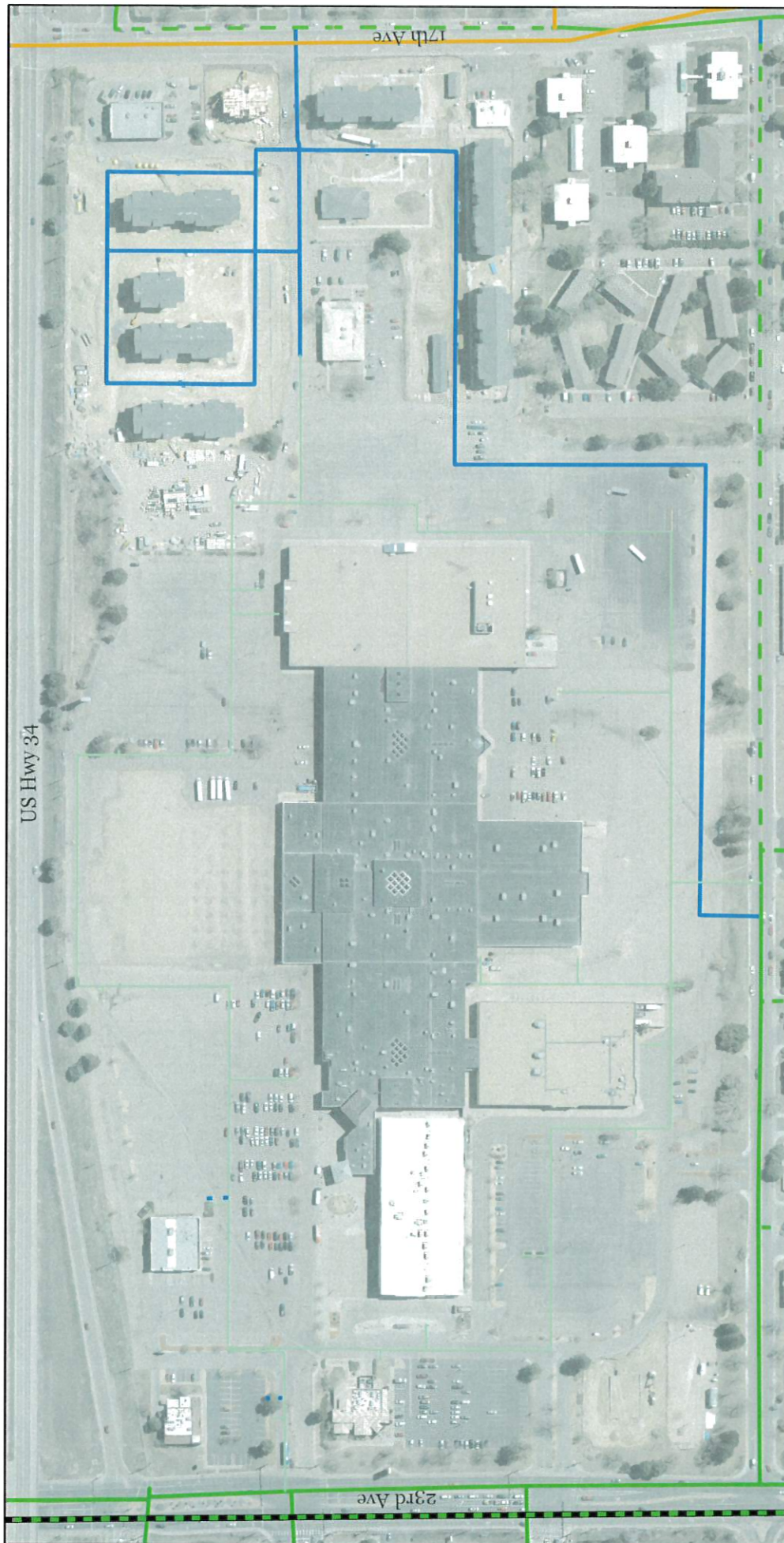
City of Greeley Water & Sewer Department



Sean Chambers

Director of Water & Sewer Utilities

Cc: Mr. Raymond Lee, City Manager
Mr. Daniel Biwer, City Attorney's Office
Mr. Adam Prior, PE, Chief Engineer, Water & Sewer



Greeley Mall Water Map



Pipe Diameter

- - - - - < 8"
 ————— 8" - 16"
 - . - . - . > 16"

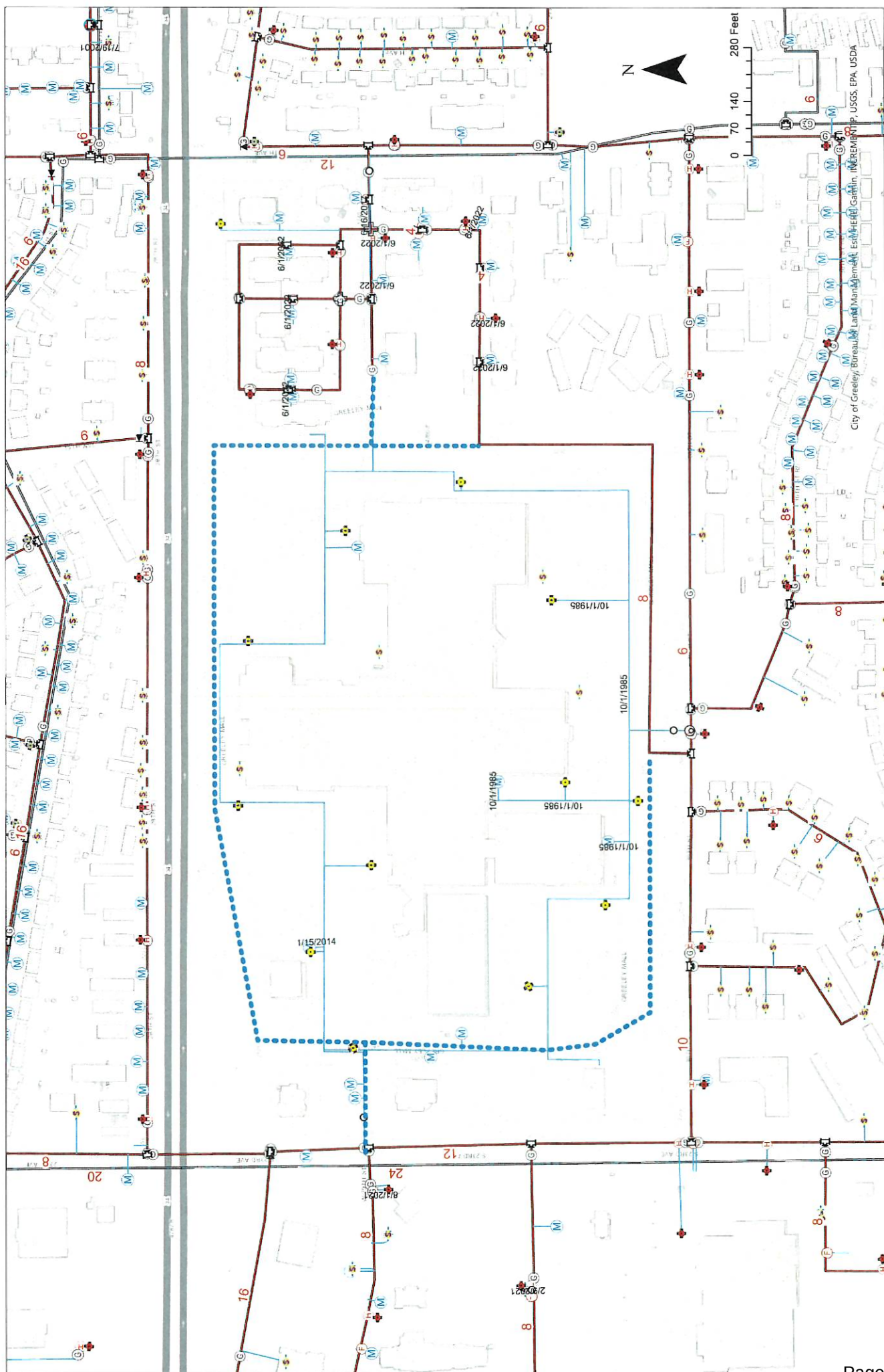
Pipe Install Year

————— After 1999
 ————— Between 1968-1999
 ————— Between 1940-1968
 ————— Unknown install date



0 250 500 Feet

The City makes no representation or warranty as to its accuracy or completeness, and in particular, its accuracy in labeling or displaying dimensions, contours, property boundaries, or placement or location of any map features thereon. THE CITY OF GREELEY MAKES NO WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE EXPRESSED OR IMPLIED.





Water & Sewer Agenda Summary

February 19, 2025

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

Title:

Approval of Little Thompson Water District Lease

Summary:

The Little Thompson Water District (LTWD) is a stakeholder in the Windy Gap Firing Project. A developer, Barefoot LLC, within the LTWD has dedicated Windy Gap rights for their development located in Longmont, CO. LTWD is seeking a 500-acre-foot (AF) Colorado Big-Thompson (C-BT) lease to bridge their water supply until the completion of Chimney Hollow Reservoir and two-thirds of LTWD storage has filled and is available for beneficial use. This lease is scheduled for approval by LTWD on February 20th. The Northern Colorado Water Conservancy District (NCWCD) board must also approve this lease in accordance with their rules on Subcontracting C-BT Allotment Contracts

The proposed Lease would generate strong revenues from excess supply over the short term. Staff have evaluated water supplies and the proposed terms of the Agreement and are confident in the City's ability to meet its customer's demands and undertake the proposed Lease.

Recommended Action:

Approve lease with Little Thompson Water District for 500AF of Colorado-Big Thompson water.

Recommended Motion:

"I move that the Board approve the enclosed lease with Little Thompson Water District and delegate authority to the Director of the Water and Sewer Department, or his designee, to make minor changes to the lease before execution, provided the material substance remains unchanged."

Attachments:

1. Little Thompson Water District Lease
2. CBT Lease

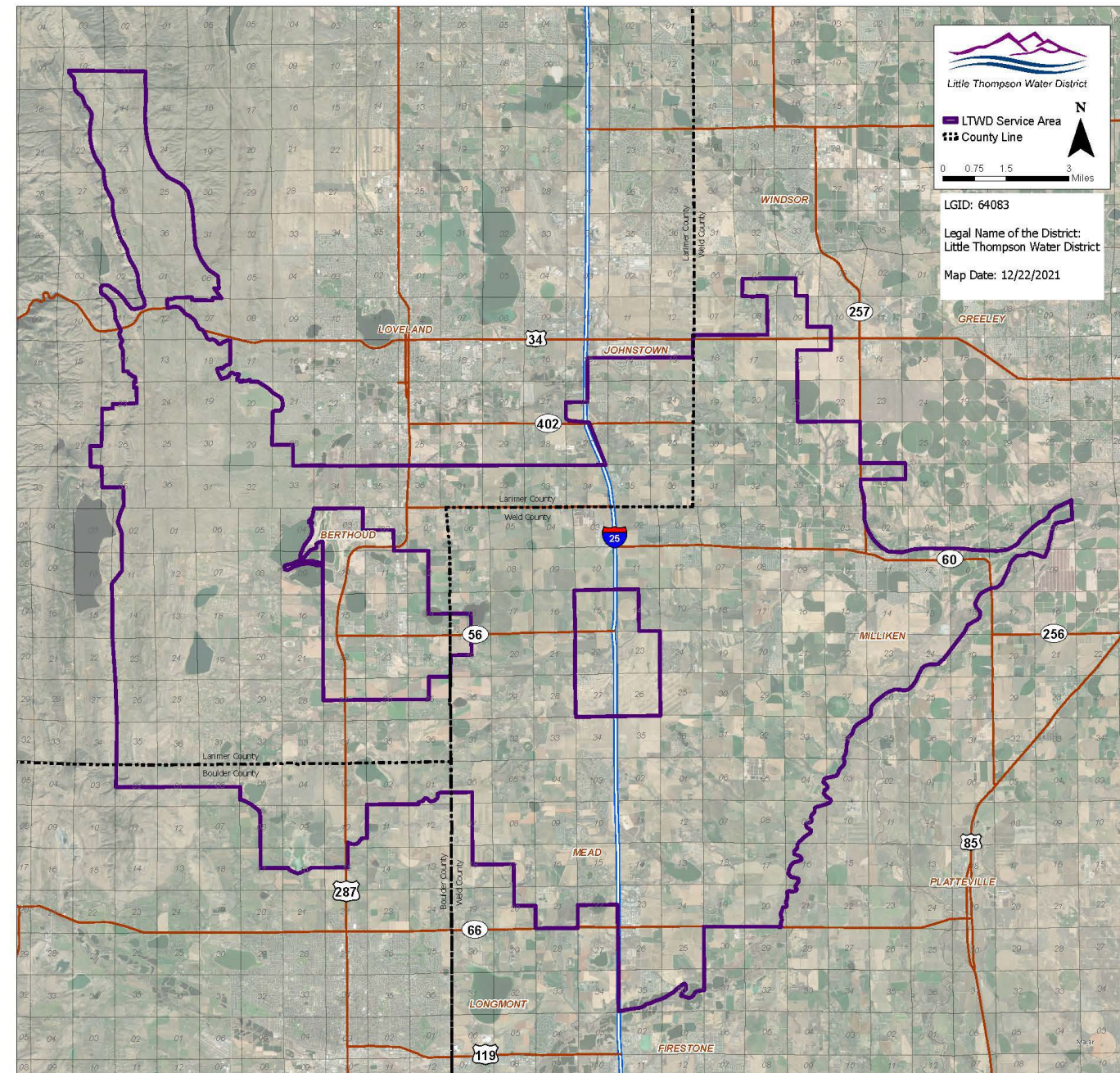
Little Thompson Water District Lease

Leah Hubbard, Deputy Director of Water Resources
February 19th, 2025



Little Thompson Water District

- Established in 1961
- Serves 9,500 residential units and 300 non-residential customers
- Owns 4,850AF of storage in Chimney Hollow Reservoir

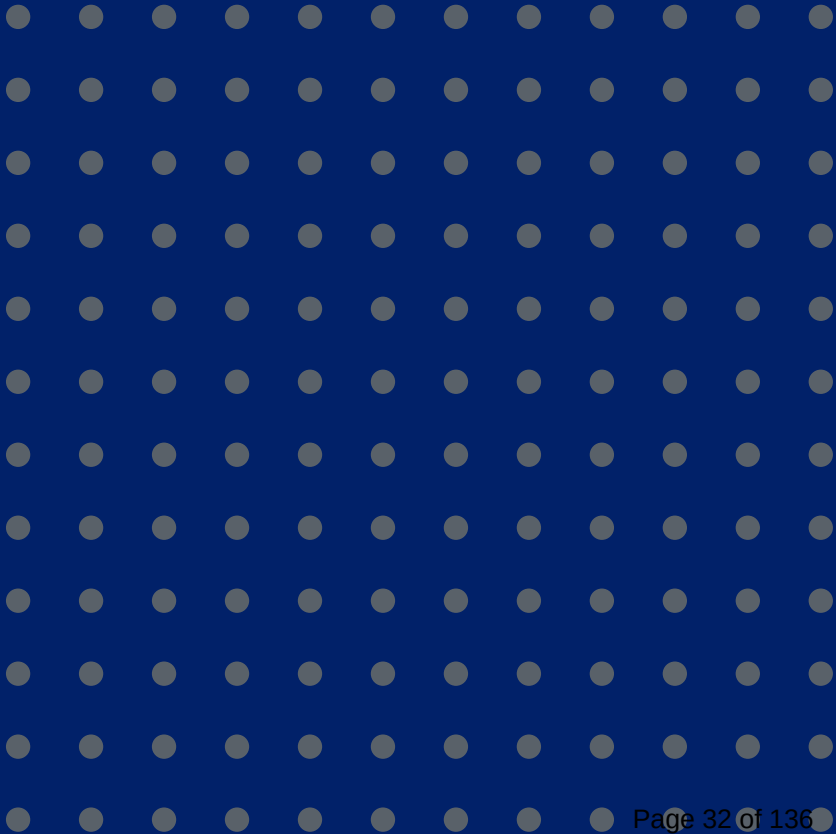


LTWD SERVICE BOUNDARY MAP

Lease Agreement Terms

- LTWD will lease 500AF of C-BT per year for an initial term of 5 years, with annual option to renew following
- Contract will automatically terminate once Chimney Hollow Reservoir is full and LTWD can operate 2/3rds, or 3,233AF of their storage
- First year will generate \$300,000 in revenue for Greeley and increase 4% annually.
- If contract extends past 2029 cost per AF will increase significantly.

Questions



AGREEMENT FOR LEASE OF
COLORADO-BIG THOMPSON PROJECT WATER

This AGREEMENT FOR LEASE OF COLORADO-BIG THOMPSON PROJECT WATER (“Lease”) is entered into this ____ day of - _____, 2025, by and between the CITY OF GREELEY, a Colorado home rule municipal corporation, acting by and through its Water Enterprise, whose address is 1001 11th Avenue, Second Floor, Greeley, Colorado 80631 (“Greeley”), and LITTLE THOMPSON WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 835 East US Highway 56, Berthoud, Colorado 80513 (“LTWD”) (LTWD and Greeley each being a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, Greeley owns Acre Foot Units of Colorado–Big Thompson Project water, as administered by the Northern Colorado Water Conservancy District (“Northern Water”), pursuant to allotment contracts (“C-BT AFUs”); and

WHEREAS, Barefoot LLC is in the process of developing land within LTWD’s boundaries and has dedicated a certain number of Acre Foot Units of Windy Gap water to LTWD as a condition of potable water service by LTWD for the development site (“Barefoot Development”). LTWD has determined that it will require a temporary water supply to meet the additional demand from the Barefoot Development prior to the construction and operation of Chimney Hollow Reservoir for the storage and delivery of Windy Gap water; and

WHEREAS, LTWD desires to lease five hundred acre feet of water derived from Greeley’s C-BT AFUs per year from Greeley for delivery to and use within LTWD’s boundaries as a “gap supply” for the Barefoot Development; and

WHEREAS, Greeley is willing to lease the water to LTWD for use within its district boundaries.

WHEREAS, Northern Water rules applicable to the Parties require Northern Water approval of any long-term leases of C-BT AFUs and the Parties intend to seek Northern Water approval of this Lease.

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

AGREEMENT

1. Water Lease. Greeley hereby leases to LTWD, and LTWD hereby leases from Greeley, sufficient rights to Greeley's C-BT AFUs to yield no less than 500 acre-feet of water per year for a total of five years (the "Leased C-BT Water"). Upon execution and receipt of the Lease Amount (defined below), Greeley will transfer the Leased C-BT Water to LTWD's Northern Water C-BT Account. Every year thereafter that this Lease is in effect, Greeley will transfer the Lease C-BT Water on or before December 15th of each calendar year.

2. Term of Lease; Compliance with Northern Water Subcontracting Rule.

A. The term of this Lease begins on the date of mutual execution and ends on November 30, 2029 ("Term"). Upon the expiration of the Term, the Parties may agree to extend the Lease for a total of three subsequent one-year renewal terms (each one-year renewal a "Renewal Term") or provide a minimum of 90 days written notice of termination in accordance with Paragraph 13 below prior to the expiration of the Term or the then current Renewal Term. Notwithstanding the foregoing, this Lease shall automatically terminate when two-thirds (i.e., 3,233 acre-feet) of LTWD's 4,850 acre-feet of storage in Chimney Hollow Reservoir is full and available for delivery and beneficial use by LTWD.

B. The Parties acknowledge that Northern Water has adopted the "Rule Governing the Subcontracting of Beneficial Use of Colorado-Big Thompson Project Allotment Contracts," effective August 11, 2016 ("Subcontracting Rule"). Section 3.1 of the Subcontracting Rule prohibits all subcontracts for C-BT AFUs with a term of two years or more without Northern Water approval. Section 5.3 of the Subcontracting Rule prohibits subcontracts with a term of greater than five years, except for subcontracts that qualify for an exception. Because this Lease may exceed five years, the Parties agree that (1) this Lease is valid only if duly approved by Northern Water, (2) the Subcontracting Rule is by this provision made a part of this Lease, and (3) they shall comply with the requirements (including without limitation Sections 5.4 through 5.6) of the Subcontracting Rule.

3. Lease Consideration. LTWD shall pay to Greeley an amount equal to \$600 per acre foot for the first year or a total of \$300,000.00 ("Lease Amount"), which will be due 30 days after execution of this Lease. On December 1st, every year thereafter, LTWD shall pay Greeley the Lease Amount, escalated by 4% compounded annually, according to the following schedule during the Term of this Lease:

Table 3.1		
Due Date	Lease Year	Lease Amount
December 1, 2025	2026	\$624 per acre foot/ \$312,000 total
December 1, 2026	2027	\$649 per acre foot / \$324,500 total
December 1, 2027	2028	\$675 per acre foot / \$337,500 total

December 1, 2028	2029	\$702 per acre foot / \$351,000 total
------------------	------	---------------------------------------

If the Parties agree to extend this Lease as provided in Section 2.A., LTWD shall pay Greeley the “Extended Lease Amount” according to the follow schedule for each Renewal Period this Lease remains in effect:

Table 3.2		
Due Date	Renewal Period	Extended Lease Amount
December 1, 2029	2030	\$950 per acre foot/ \$475,000 total
December 1, 2030	2031	\$1300 per acre foot / \$650,000 total
December 1, 2031	2032	\$1700 per acre foot / \$850,000 total

4. Losses; Compliance Obligations.

A. LTWD acknowledges that state water administration officials may assess transit losses for delivery of the Leased C-BT Water to LTWD’s point of delivery. Greeley and LTWD shall cooperate for making all necessary arrangements with Northern Water and with state water administration officials to secure delivery of the Leased C-BT Water for LTWD’s use.

B. LTWD’s use of the Leased C-BT Water shall comply with all policies, rules, and regulations of Northern Water, and the Colorado Division of Water Resources, including but not limited to payment of any Rule 11 Charge assessed by Northern Water.

5. Emergency Use of Leased C-BT Water by Greeley

A. In the unanticipated event of a water supply emergency necessitating use of the Leased C-BT Water by Greeley for its customers, as determined by Greeley in its sole discretion, Greeley may withdraw all or a portion of the Leased C-BT Water from use by LTWD. For purposes of this section, “water supply emergency” means a war, a strike, a terrorist action, acts of God, natural disasters, unanticipated failure of infrastructure, a severe or catastrophic drought (as set by the Greeley Water and Sewer Board, pursuant to Section 20-226 of the Greeley Municipal Code), or other similar occurrences outside the control of Greeley that materially or directly limits Greeley’s ability to meet the demands of its customer. In such event, Greeley shall provide written notice to LTWD declaring and describing the water supply emergency and specifying the amount or percentage of the Leased C-BT Water to be withdrawn from use by LTWD as a result of the water supply emergency. Greeley shall provide such notice to LTWD on or before November 1st of the calendar year preceding the Lease Year (Table 3.1 above) or Renewal Period (Table 3.2 above) during which Greeley intends to withdraw Leased C-BT Water from use by LTWD.

B. If Greeley provides the notice described in Paragraph 5(A) above, then the Lease Amount for the proceeding Lease Year or Renewal Period shall be reduced equal to the total amount of CBT AFUs available, if any, to be transferred by Greeley on December 15th for use by LTWD in the proceeding year Lease Year or Renewal Period.

6. Accounting for Leased C-BT Water. LTWD shall maintain any required accounting of diversions and use of the Leased C-BT Water.

7. Sublease and Assignment. LTWD may not assign, sublease, transfer or convey its interest in this Lease.

8. No Vested Interest in Shares or Joint Venture. This Lease is made expressly subject to Section 17-4 of the Charter of Greeley. Greeley grants no interest in the Leased C-BT Water to LTWD other than as explicitly set forth in this Lease. LTWD shall make no claim to any rights, title, or interest in the Leased C-BT Water other than as explicitly set forth in this Lease. This Lease does not create a partnership or joint venture of any kind between the parties, and LTWD shall bear the entirety of any loss, cost, or expense incurred by LTWD through its use of the Leased C-BT Water on the Property, except to the extent the loss, cost, or expense is attributable to the act or omission of Greeley in breach of this Lease.

9. Yield of C-BT AFUs. LTWD is entitled to receive 500 acre-feet per water year from the Leased C-BT Water, subject to the terms and conditions in this Lease. Although Greeley makes no warranty, guarantee, or representation of any kind regarding the quality or physical yield of water to be delivered by any specific quantity of Greeley's C-BT AFUs, Greeley is obligated by this Lease to make available sufficient C-BT AFUs to yield 500 acre-feet of Leased C-BT Water based on Northern Water's annual quota. LTWD shall not hold Greeley liable for any inability to deliver the Leased C-BT Water, including, but not limited to, that caused by force of nature or failure of water supply infrastructure.

10. Maintenance of Infrastructure. LTWD shall maintain the infrastructure and other personal property necessary to deliver water pursuant to the Leased C-BT Water at LTWD's own cost and expense. LTWD shall make all repairs and restorations necessary to keep the infrastructure and other personal property in good working condition during the term of this Lease.

11. Indemnification; Immunity. LTWD agrees to exercise LTWD's rights under this Lease at LTWD's own risk. To the extent permitted by law, LTWD shall indemnify and hold harmless Greeley from and against any cost, expense, or liability arising out of this Lease or related activities provided the cost, expense, or liability is not attributable to the act or omission of Greeley in breach of this Lease. Nothing in this Lease is intended to constitute a waiver by either Party, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as applicable now or hereafter amended.

12. Default. If either Greeley or LTWD fails to comply with a term or condition herein, such failure constitutes a default of this Lease. The non-defaulting Party may declare the default by providing written notice to the defaulting Party in accordance with Paragraph 13 below. Upon receipt of this notice of default, the defaulting Party will have 15 days within which to cure the

default. If, in the sole discretion of the non-defaulting Party, the default remains uncured after the 15-day cure period, or after any written extension thereof mutually agreed upon by the Parties, the non-defaulting Party may seek any and all available remedies, including damages and specific performance.

13. Notices. Any notice or other communication given by either of the Parties to another relating to this Lease must be in writing and shall be deemed to have been duly given by delivery to the respective addresses provided below, or such other address changed by the recipient by notice consistent with this Paragraph: (1) on the date and at the time of delivery if delivered personally to the Party to whom notice is given at such address; or (2) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the Party to whom notice is given at such address; or (3) on the date of delivery or attempted delivery shown on the return receipt if mailed to the Party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such address:

If to Greeley:

City of Greeley
Attention: Director, Water and Sewer
1001 11th Street, 2nd Floor
Greeley, CO 80631
Telephone: (970) 350-9812

With a copy to:

City of Greeley
Attention: City Attorney
1100 10th Street, Ste. 401
Greeley, CO 80631
Telephone: (970) 350-9757

If to LTWD:

Little Thompson Water District
Attention: -
835 East US Highway 56
Berthoud, Colorado 80513

With a copy to:

With a copy to:

14. No Third-Party Beneficiaries. Nothing in this Lease, express or implied, confers any rights or remedies upon any parties other than LTWD and Greeley, or their respective permissible successors in interest.

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

16. Governing Law and Venue; Compliance with Law. This Lease shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Lease is the District Court for Weld County or Larimer County, Colorado. LTWD, as lessee of the Leased C-BT Water, acknowledges that it is bound by and must comply with all federal, state, and local water laws, orders, and regulations that pertain to the use of the Leased C-BT Water, including all applicable rules and regulations of Northern Water.

17. Severability. If a provision of this Lease is held invalid or unenforceable by a court of competent jurisdiction, such holding will not invalidate any other provision herein, and the remainder of the Lease should be interpreted in accordance with the intent of the Parties.

18. Integration. This Lease, constitutes a complete integration of the understanding and agreement between Greeley and LTWD with respect to its subject matter, and supersedes all other lease agreements regarding the Leased C-BT Water. No representations, negotiations, or warranties, express or implied, exist between Greeley and LTWD except as explicitly set forth in this Lease. This Lease may be modified only in a written form duly authorized, approved, and executed by Greeley and LTWD.

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

20. Recording. LTWD shall not record this Lease in the real property records of any jurisdiction. This Lease is not intended to run with the land as a covenant burdening real property.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Lease, effective on the date shown in the preamble to this Lease.

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

Date: _____

By _____
Name: _____
Title: Mayor

ATTEST:

By: _____
Name: _____
Title: City Clerk

APPROVED AS TO SUBSTANCE:

By _____
Title: City Manager

AVAILABILITY OF FUNDS:

By _____
Title: Director of Finance

APPROVED AS TO LEGAL FORM:

By _____
Title: City Attorney

LITTLE THOMPSON WATER DISTRICT,
a quasi-municipal corporation and a political
subdivision of the State of Colorado

Date: _____

By: _____

Name: _____

Title:

Approved as to form:

By: _____

General Counsel



Water & Sewer Agenda Summary

February 19, 2025

Key Staff Contact: Alex Tennant - Water Resource Administrator III

Title:

Adopt Resolution Authorizing the Delta Park Water Court Application

Summary:

Delta Park is approximately six acres and located on the east side of Greeley. In 1975, Greeley was awarded a water court decree which allowed for the use of water attributable to the City's 3/8 interest in the Canal No. 3 water rights to irrigate the park via a well designated as an alternate point of diversion (APOD). The decree limits the pumping rate to 0.56 cfs and a maximum allowable irrigation area to 6 acres. Staff determined there is a need for the Delta Park Well to irrigate additional acreage because a number of outdoor customers are currently using potable water for irrigation purposes, and Greeley is planning on redesigning the Delta Park irrigation system to utilize non-potable sources of supply.

Recommended Action:

Adopt Resolution authorizing the Delta Park water court application for a new, conditional groundwater right and plan for augmentation.

Recommended Motion:

"I move that the Board adopt the Resolution authorizing the Delta Park water court application for a new, conditional groundwater right and plan for augmentation in the form enclosed."

Attachments:

1. Lowell Agricultural Lease
2. Draft Resolution Authorizing the Delta Park Water Court Application

Lowell Property Farm and Water Lease Agreement

Alex Tennant, Water Resources Administrator III
February 19th, 2025

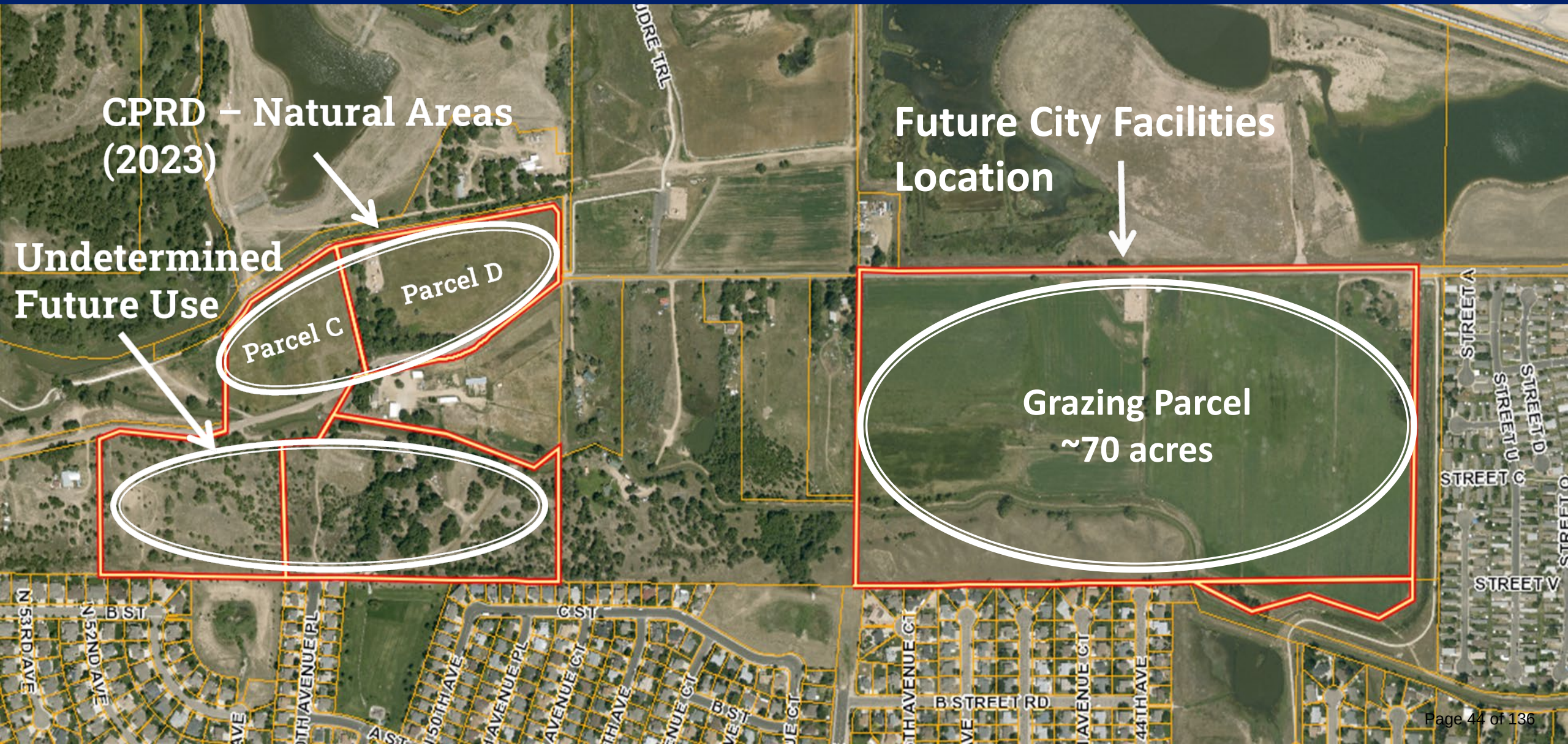


Lowell Property

- Water & Sewer acquired the Lowell Property in November of 2021. 13.4 shares of Greeley Irrigation Company included in the sale
- Five parcels, approximately 136 acres
- Location: north of Greeley along F Street between 35th and 59th Avenues
- City staff are currently evaluating potential municipal uses of the Lowell Property



Lowell Property



Lease Agreement Terms

- **Lessee:** Mr. Adams with A&A Farming LLC and his family have been leasing a portion of the Lowell property for the past 20+ years
- **Property:** Approximately 70 acres of land of which 55 is an irrigated hay field
 - Consists of the 70-acre parcel south of F St.
 - Lessee plans on grazing the land, but will harvest the hay as needed
- **Term:** One year agreement ending December 31, 2025
- **Water:** 14.4 Shares of the Greeley Irrigation Company
 - One (1) additional share of GIC from Bunn acquisition
- **Amount:** \$9,000 paid in two installments of \$4,500 each



Recommendation

W&S staff recommends approving the Grazing and Farm Lease Agreement with Kurt Adams of A&A Farming and delegate authority to the Director of Water and Sewer or his designee to make minor revisions to the agreement before execution and to approve future renewals of the agreement, provided the material substance remains unchanged.

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

RESOLUTION NO. ___, 2025

**A RESOLUTION CONCERNING THE INTENT TO APPROPRIATE A CONDITIONAL
GROUNDWATER RIGHT AND AUTHORIZING A WATER COURT APPLICATION FOR
SUCH CONDITIONAL GROUNDWATER RIGHT AND A PLAN FOR AUGMENTATION**

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; and

WHEREAS, Section 17-4 of the City of Greeley City Charter empowers and requires the City of Greeley Water and Sewer Board (“Board”) to acquire, develop, convey, lease and protect water and sewer assets, supplies, and facilities; and

WHEREAS, the City currently owns and operates a groundwater well for the irrigation of certain limited acreage within the Delta Park neighborhood in Greeley (“Delta Park Well”); and

WHEREAS, engineering and other studies performed by City staff and consultants have identified the need for and benefits of appropriating groundwater tributary to the South Platte River for a new conditional groundwater water right for the Delta Park Well that would allow the City to irrigate additional acreage in the Delta Park neighborhood and surrounding areas; and

WHEREAS, the contemplated application for this new conditional groundwater right and plan for augmentation to replace the associated out-of-priority depletions, and resulting decree from the Division 1 Water Court will allow for more efficient use and management of the City’s water supply portfolio; and

WHEREAS, the Board desires to memorialize the intent of the City concerning the contemplated Water Court application for a conditional groundwater right for the Delta Park Well and a plan for augmentation to replace the out-of-priority deletions attributable to the same;

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

Section 1. The City of Greeley hereby appropriates groundwater tributary to the South Platte River for a conditional groundwater right for the Delta Park Well, at a maximum flow rate of 1000 g.p.m. and maximum annual volume of 200 acre-feet, conditional, to operate in conjunction with a plan for augmentation for the replacement of out-priority depletions associated with the Delta Park Well conditional groundwater right, with the intent that the groundwater right be used for irrigation in the Delta Park neighborhood and surrounding areas in the City of Greeley, located in the NW¼ and SW¼ of Section 16, and the NE¼ and SE¼ of Section 17, Township 5 North, Range 65 West of the 6th P.M. in Weld County, Colorado. City staff, consultants, and legal counsel are hereby authorized and directed to identify and include all appropriate sources of replacement supply for the plan for augmentation.

Section 2. City staff, consultants, and legal counsel are hereby authorized and directed to take all steps necessary to complete the appropriations of water described above, to file and prosecute appropriate applications in the Division 1 Water Court, and to resolve any opposition to such applications in the best interest of the City. Any such steps taken by City staff, consultants, and legal counsel for such purposes prior to the passage of this resolution are hereby confirmed and ratified.

Section 3. City staff, consultants, and legal counsel are hereby further authorized and directed to meet, consult, and negotiate with water users and other persons and entities as necessary for the use of facilities and structures associated with the appropriations and applications described above, and for the development and use of the water and water rights in conjunction with such efforts, including any facilities and structures deemed necessary for the same by City staff, consultants, and legal counsel. Such water rights, facilities, structures, and operations shall be conceived and planned to be operated as component parts of the City's integrated water supply system.

PASSED AND ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF FEBRUARY 2025.

ATTEST

**CITY OF GREELEY
WATER AND SEWER BOARD**

Secretary to the Board

Chairman of the Board



Water & Sewer Agenda Summary

February 19, 2025

Key Staff Contact: Alex Tennant - Water Resource Administrator III

Title:

Approval of Lowell Agricultural Lease

Summary:

The Lowell property, acquired in November 2021, consists of approximately 136 acres spanning five parcels of land north of Greeley. The parcels are all adjacent to F Street between 35th and 59th Avenues. In addition to the land, the acquisition included 13.4 shares of the Greeley Irrigation Company (GIC) and a two-year obligation after closing to purchase one (1) additional share of GIC. In March of 2022, Greeley entered a grazing and farm lease agreement with Mr. Adams of A&A Farming LLC for 86 acres on 4 of the 5 total parcels including the 14.4 shares of GIC. Mr. Adams has requested to continue the lease for another year.

Due to the property transfer to CPRD in 2023, the subject Grazing and Farm Lease was decreased in 2024 to 70 acres while still including the 14.4 GIC shares. The term in 2025 is for one year, terminating on December 31, 2025. The lease amount will stay at \$9,000.00 and be paid in two installments of \$4,500.00. Despite removing 16 acres from the lease, Greeley and Mr. Adams agreed to retain the same lease payment.

City staff are still in the beginning stages of annexation along F st corridor for the new City of Greeley maintenance facilities. The timeline is subject to change, but there may be utility and transportation design work and construction on the property in 2026. The subject Grazing and Farm Lease maintains status quo while the city's design process proceeds. Staff are satisfied with Mr. Adams grazing practices, evidenced by his maintenance of the property, and believe a continuation of the lease with a one-year term is in the interest of the Water and Sewer Department. Water and Sewer staff recommends that the Water and Sewer Board approve the enclosed Grazing and Farm Lease Agreement between the City of Greeley and A&A Farming LLC. In 2025, staff requests the Board delegate authority to the Director of Water and Sewer to renew the lease for additional one-year terms and make minor revisions provided that the material substance remains unchanged.

Recommended Action:

Staff recommends that the Water and Sewer Board approve the Lowell Property Grazing and Farm Lease Agreement with A&A Farming LLC.

Recommended Motion:

"I move that the Board approve the Grazing and Farm Lease Agreement with A&A Farming in the form enclosed, and delegate authority to the Director of Water and Sewer or his designee to make minor revisions to the agreement before execution and to approve future renewals of the agreement, provided the material substance remains unchanged."

Attachments:

1. Lowell Agricultural Lease
2. Grazing and Farm Lease - A&A Farming

Lowell Property Farm and Water Lease Agreement

Alex Tennant, Water Resources Administrator III
February 19th, 2025

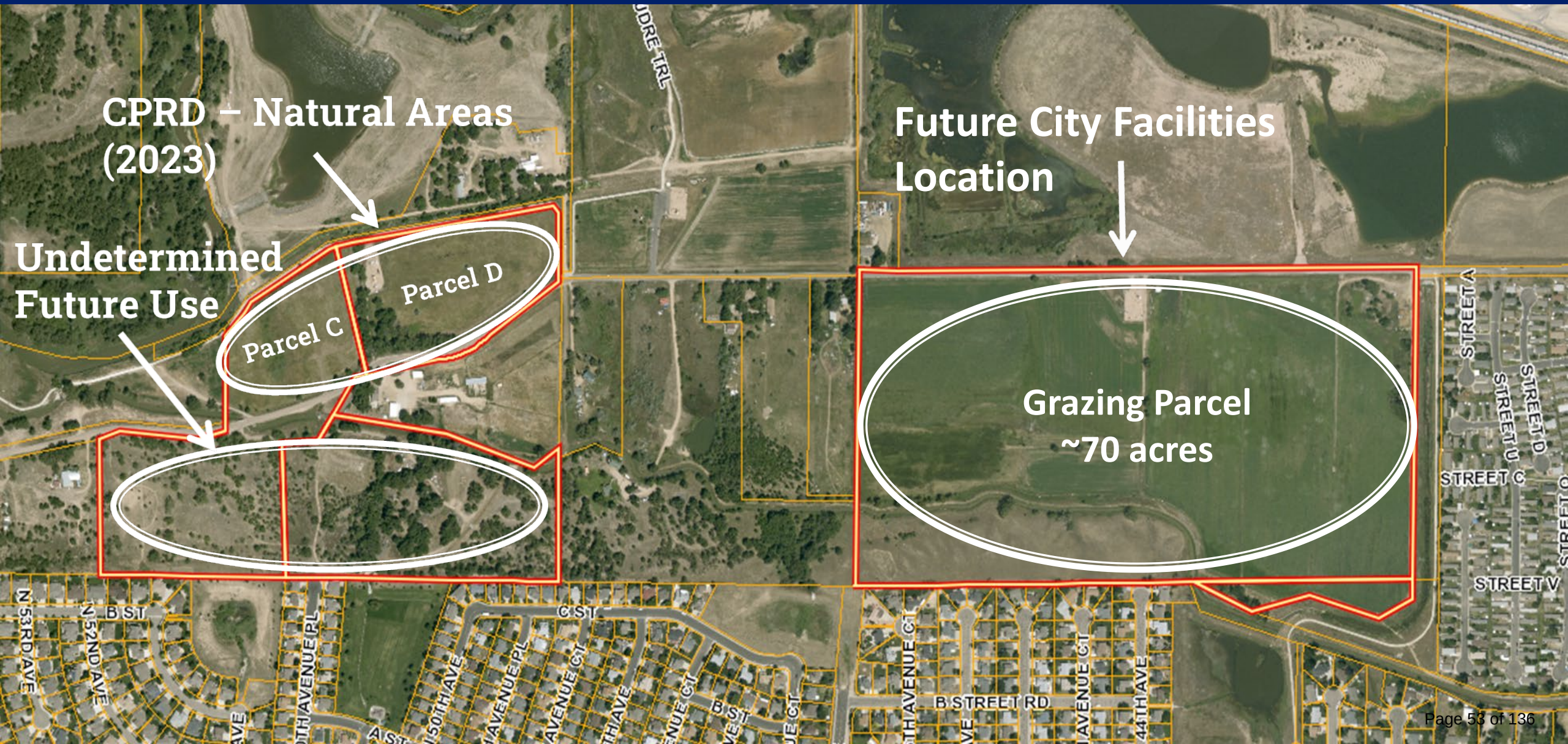


Lowell Property

- Water & Sewer acquired the Lowell Property in November of 2021. 13.4 shares of Greeley Irrigation Company included in the sale
- Five parcels, approximately 136 acres
- Location: north of Greeley along F Street between 35th and 59th Avenues
- City staff are currently evaluating potential municipal uses of the Lowell Property



Lowell Property



Lease Agreement Terms

- **Lessee:** Mr. Adams with A&A Farming LLC and his family have been leasing a portion of the Lowell property for the past 20+ years
- **Property:** Approximately 70 acres of land of which 55 is an irrigated hay field
 - Consists of the 70-acre parcel south of F St.
 - Lessee plans on grazing the land, but will harvest the hay as needed
- **Term:** One year agreement ending December 31, 2025
- **Water:** 14.4 Shares of the Greeley Irrigation Company
 - One (1) additional share of GIC from Bunn acquisition
- **Amount:** \$9,000 paid in two installments of \$4,500 each



Recommendation

W&S staff recommends approving the Grazing and Farm Lease Agreement with Kurt Adams of A&A Farming and delegate authority to the Director of Water and Sewer or his designee to make minor revisions to the agreement before execution and to approve future renewals of the agreement, provided the material substance remains unchanged.

GRAZING AND FARM LEASE AGREEMENT

This GRAZING AND FARM LEASE AGREEMENT ("Lease Agreement") is entered into this ____ day of _____ 2025, by and between the CITY OF GREELEY, COLORADO, a Colorado home rule municipality acting by and through its Water Enterprise ("Greeley") and A & A FARMING, LLC, a Colorado limited liability company ("A & A Farming").

Recitals

WHEREAS, Greeley owns certain real property consisting of approximately 70 acres located in Weld County, Colorado, which real property is more particularly described on Exhibits A-1 and A-2, attached hereto and incorporated herein (collectively "Property"); and

WHEREAS, Greeley also owns those certain water rights represented by fourteen and two-fifths (14-2/5) shares of capital stock in The Greeley Irrigation Company evidenced by Stock Certificate Nos. 3471 and 3473 ("Water Rights"); and

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

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

WHEREAS, Greeley is willing to lease the Property and Water Rights to A & A Farming for such purposes under the terms of this Lease Agreement;

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

Agreement

1. **LEASE.** Greeley hereby leases the Property and Water Rights to A & A Farming for grazing and farming purposes.

2. **TERM OF LEASE.** The term of this Lease Agreement begins on the date it is fully executed and expires on December 31, 2025.

3. **CONSIDERATION.** A & A Farming shall pay to Greeley a Lease Amount of nine thousand dollars (\$9,000.00) for use of the Property and Water Rights, in two equal installments. The first installment of four thousand five hundred dollars (\$4,500.00) is due upon execution of this Lease Agreement, and the second installment of four thousand five hundred dollars (\$4,500.00) is due no later than December 15, 2025.

4. **IMPROVEMENTS.** With the exception of any existing fencing, there are no structures or improvements on the Property to which A & A Farming is entitled use by this Lease Agreement.

5. **CONDITION OF PROPERTY.** A & A Farming has inspected the Property and acknowledges that the Property is being leased "as-is." No representations, statements or warranties, express or implied, have

been made by or on behalf of Greeley as to the condition of the Property. In no event shall Greeley be liable for any defect in the Property or for any limitation on its anticipated uses.

6. AUTHORIZED USE AND MANAGEMENT OF PROPERTY. A & A Farming shall occupy and use the Property solely for farming and the grazing of cattle. A & A Farming shall not introduce any other livestock to the Property without advance written consent from Greeley. Such consent may be given or withheld in the sole discretion of Greeley.

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

b. A & A Farming shall furnish, at its sole expense, all labor, machinery, and other materials needed for the use and occupation of the Property.

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

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

7. AUTHORIZED USE OF WATER RIGHTS.

a. A & A Farming may use the Water Rights for agricultural irrigation on the Property at no additional charge beyond the Annual Lease Amount.

b. Greeley shall be responsible for any ditch company assessments or other charges and expenses attributable to the Water Rights. A & A Farming shall comply with all the rules, regulations, and policies of The Greeley Irrigation Company.

c. A & A Farming agrees to use the Water Rights, and the water delivered pursuant to this Lease Agreement, only for agricultural irrigation of the Property. A & A Farming agrees to take and use the water delivered pursuant to the Water Rights to the fullest extent possible, and shall undertake no action which could be construed as abandonment of the Water Rights.

d. A & A Farming shall not rent, sublease, nor otherwise convey the right to use the Water Rights to third parties, nor allow any third parties to use the Water Rights or water delivered pursuant to said Water Rights on lands other than the Property or for any uses other than described in this Lease Agreement.

e. Greeley makes no warranty, guarantee, nor representation of any kind regarding the amount or quality of water that will be yielded or delivered pursuant to the Water Rights. Greeley shall not be liable for any failure of delivery of water pursuant to the Water Rights due to drought, other force of nature, or due to the failure of any ditch and/or reservoir company infrastructure.

f. A & A Farming acknowledges that Greeley may file an application to change the use of the Water Rights with the Division 1 Water Court. A & A Farming agrees to cooperate with Greeley and its agents or representatives in the review and analysis of the historical use of the Water Rights. Upon request from Greeley, A & A Farming shall provide information regarding use of the Water Rights and reasonable access to the Property during and in preparation for any proceeding before the Division 1 Water Court.

8. LESSEE'S COVENANTS.

a. A & A Farming shall take all necessary action to ensure that cattle are confined to the Property, and not permitted to roam onto F Street, adjacent trails, or other adjacent parcels.

b. A & A Farming shall install and maintain electric wire fencing to separate the portions of the Property being grazed from adjacent trails and other adjacent parcels, to ensure that all cattle are confined to the Property. A & A Farming shall utilize no less than two strands of the electric wire fencing to ensure that cattle of all sizes are confined. Such electric wire fencing shall be installed at a distance no less than 30 feet from adjacent trails at all points along the perimeter of the Property. The fencing shall comply at a minimum with the excerpt from Colorado Parks and Wildlife's "Fencing for Wildlife" guide attached hereto as Exhibit B. A & A Farming shall maintain adequate signage on the fence line inside the edge of the Property to ensure that users of adjacent trails and all other passersby are provided notice that the fencing is charged.

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

d. A & A Farming shall not hunt or fish on the Property without obtaining separate approval from Greeley, which approval may be given, conditioned, or withheld at Greeley's sole discretion. A & A Farming shall not allow any other party to hunt or fish on the Property.

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

f. A & A Farming shall not construct, nor permit construction of any structure, building or other improvement, temporary or otherwise, on the Property without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. A & A Farming shall not erect, paint, or maintain any signs on the Property without the prior written consent of Greeley, which consent is in the sole discretion of Greeley. A & A Farming shall promptly remove any such signs or improvements to which Greeley consents upon expiration or termination of this Lease Agreement.

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

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

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

j. A & A Farming shall peaceably surrender possession of the Property to Greeley upon the expiration or termination of this Lease Agreement.

9. INDEMNIFICATION.

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

b. A & A Farming and its agents, employees, contractors, and invitees release and agree to indemnify, defend and hold harmless Greeley, its agents, officers, and employees from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the operations and activities of A & A Farming under this Lease Agreement, including, without limitation, the operation by A & A Farming of the required electric wire fencing to confine cattle to the Property.

c. Nothing in this Lease Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions applicable to Greeley as a public entity under law, including, without limitation, under the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as applicable now or hereafter amended.

10. HAZARDOUS MATERIAL.

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

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

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

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

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

a. Without limiting the foregoing, Greeley reserves the right under this Lease Agreement to allow third parties to access the Property during the term of this Lease Agreement for hunting purposes. Greeley shall undertake reasonable efforts to minimize any potential effects of such access on authorized uses of the Property by A & A Farming and shall provide an advance notice to A & A Farming of no less than 72 hours before allowing such access to third parties.

12. TERMINATION FOR CAUSE.

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

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

13. INSURANCE REQUIREMENTS.

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

i. Farm liability insurance, including coverage for bodily injury, property damage, contractual liability, and broad-form property damage and owner/contractor's protective coverage, with a

minimum coverage of not less than \$1,000,000.00, or such amount as is otherwise approved by the City of Greeley Risk Manager; and

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

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

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

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

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

f. Nothing in this Section 13 shall limit the extent of the responsibility of A & A Farming 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.

14. STATUS OF LESSEE. A & A Farming 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 Greeley. The operations of A & A Farming will not be supervised by any employee or official of Greeley, nor will A & A Farming exercise supervision over any employee or official of Greeley. A & A Farming and its agents, employees, contractors, and invitees shall not represent themselves as employees, agents, or joint ventures of Greeley. A & A Farming and its agents, employees, contractors, and invitees are not entitled to Workers' Compensation benefits from Greeley, and are solely responsible for any tax obligations associated with their activities pursuant to this Lease Agreement.

15. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Adams: A & A Farming, LLC
Attn: Kurt Adams
P.O. Box 126

Lucerne, Colorado 800646
Email: anahayfarming@gmail.com

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

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

Attest:

By: _____
Mayor

City Clerk

A & A FARMING, LLC,
a Colorado limited liability company

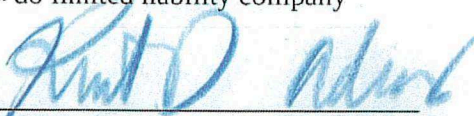
By:  _____
Kurt Adams

EXHIBIT A-1
GRAZING AND FARM LEASE AGREEMENT

Legal Description of the Property

Parcel A1: A part of the NE ¼ of the NW ¼ of Section 2, Township 5 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado, more particularly described as follows:

Beginning at a point on the North line of Section 2, Township 5 North, Range 66 West of the 6th P.M., said point being 677 feet West of the North quarter corner of said Section 2; thence South 236 feet to the center line of the Union Colony No. 3 Ditch; thence Northwesterly along said center line a distance of 541 feet to the intersection of said center line and the North line of said Section 2; thence East along said North line 460 feet to the point of beginning.

Parcel A2: All that part of the NW ¼ of Section 2, Township 5 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado, described as follows: beginning at the Northeast corner of the NW ¼ of said Section 2, thence West along the North line thereof 677 feet; thence South 156.5 feet, more or less, to the right of way of the Greeley Irrigation Company Canal (No. 3); thence Southeasterly along the right of way of said Canal to the East line of said NW ¼; thence North along the East line of said Northwest Quarter (NW) to the point of beginning.

Parcels A1 and A2 being more particularly described as follows: A parcel of land being comprised of portions of Parcel No. 1 and Parcel No. 2 as previously described in a deed recorded June 13, 2003 as Reception No. 3072645 of the Records of Weld County and being situate in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section Two (2), Township Five North (T.5N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 2, as monumented by a 2.5" Aluminum Pipe with a 3.25" Aluminum Cap stamped LS22098 and 1992, and assuming the North line of the Northwest Quarter of said Section 2 as bearing South 89°26'09" West a distance of 2721.10 feet, with all other bearings contained herein relative thereto: THENCE South 89°26'09" West along the North line of the Northwest Quarter of said Section 2 a distance of 121.34 feet to the Westerly line of that parcel described in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County and to the POINT OF BEGINNING;

The next Four (4) courses are along the Westerly and Northerly lines of said parcel described in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County: THENCE South 00°24'57" West a distance of 86.76 feet; THENCE South 59°51'03" West a distance of 174.56 feet; THENCE North 72°35'49" West a distance of 338.32 feet; THENCE South 74°26'36" West a distance of 280.71 feet to the Northerly Right of Way line of the Greeley #3 Ditch as called for in said Warranty Deed recorded May 26, 2004 as Reception No. 3183518 of the Records of Weld County; THENCE South 73°14'56" East along the Northerly Right of Way line of the Greeley #3 Ditch a distance of 211.00 feet; THENCE South 02°36'47" East a distance of 31.80 feet to the center line of the Union Colony No. 3 Ditch;

The following Four (4) courses are along the center line of the Union Colony No. 3 Ditch: THENCE North 73°14'56" West a distance of 221.54 feet; THENCE North 66°27'32" West a distance of 206.66 feet to a Point of Curvature; THENCE along the arc of a curve concave to the Northeast a distance of 82.09 feet, said curve has a Radius of 110.00 feet, a Delta of 42°45'28" and is subtended by a Chord bearing North 45°04'48" West a distance of 80.20 feet to a Point of Tangency; THENCE North 23°42'04" West a distance of 30.71 feet to the North line of the Northwest Quarter of said Section 2; THENCE North 89°26'09" East along the North line of the Northwest Quarter of said Section 2 a distance of 1012.12 feet to the POINT OF BEGINNING.

Parcel B: That portion of the following property lying north and east of the Greeley No. 3 Canal – the South Half of the Southwest Quarter (S1/2SW1/4) of Section Thirty-Five (35), Township Six North (T.6N.), Range Sixty-six West (R.66W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado.

Excepting Therefrom that parcel of land conveyed to The City of Greeley in a Warranty Deed recorded May 26, 2004 as Reception No. 3183518 and also Excepting Therefrom that parcel of land conveyed to William A. Putnam and Mary A Putnam in a Quit Claim Deed recorded March 14, 1985 as Reception No. 2001839, said parcel of land conveyed in the Quit Claim Deed subsequently becoming the most westerly portion of the Stoneybrook Subdivision Filing No. 1.

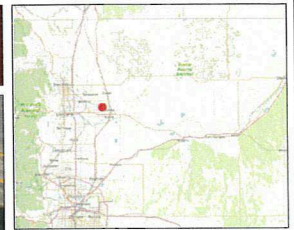
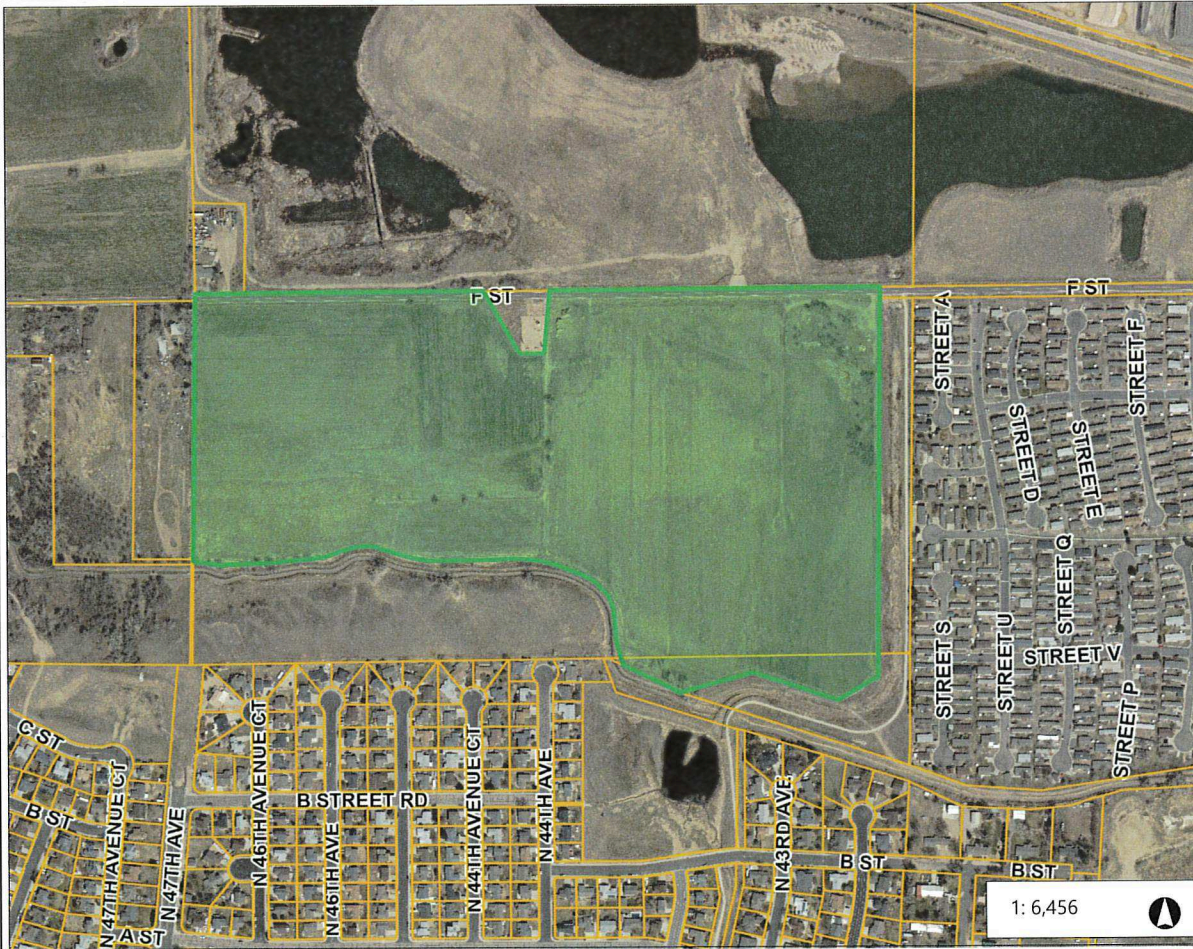
EXHIBIT A-2
GRAZING AND FARM LEASE AGREEMENT

Map of the Property



WELD COUNTY
ONLINE MAPPING

Exhibit A-2



Legend

- Parcels
- Highway
- County Boundary

Notes

1,076.1 0 538.03 1,076.1 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Water & Sewer Agenda Summary

February 19, 2025

Key Staff Contact: Virgil Pierce - Utility Finance Manager

Title:

Annual Financial Report

Summary:

Report on 2024 Revenues and Expenditures for the Water and Sewer Department.

Recommended Action:

None

Recommended Motion:

N/A

Attachments:

1. 2024 WS Board Financial Report
2. Memo - 2024 Financial Report
3. 2024 Financial Report Appendices



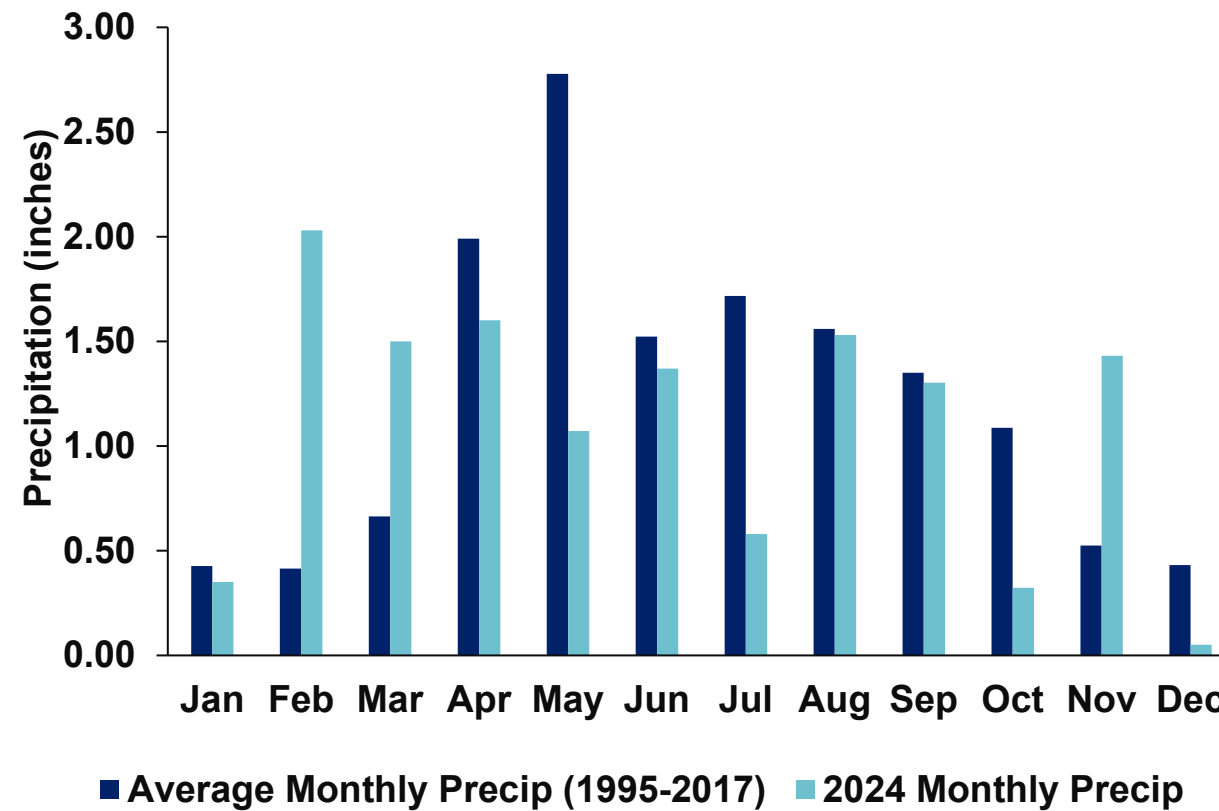
Water and Sewer 2024 Financial Report

February 2025

2024 Weather

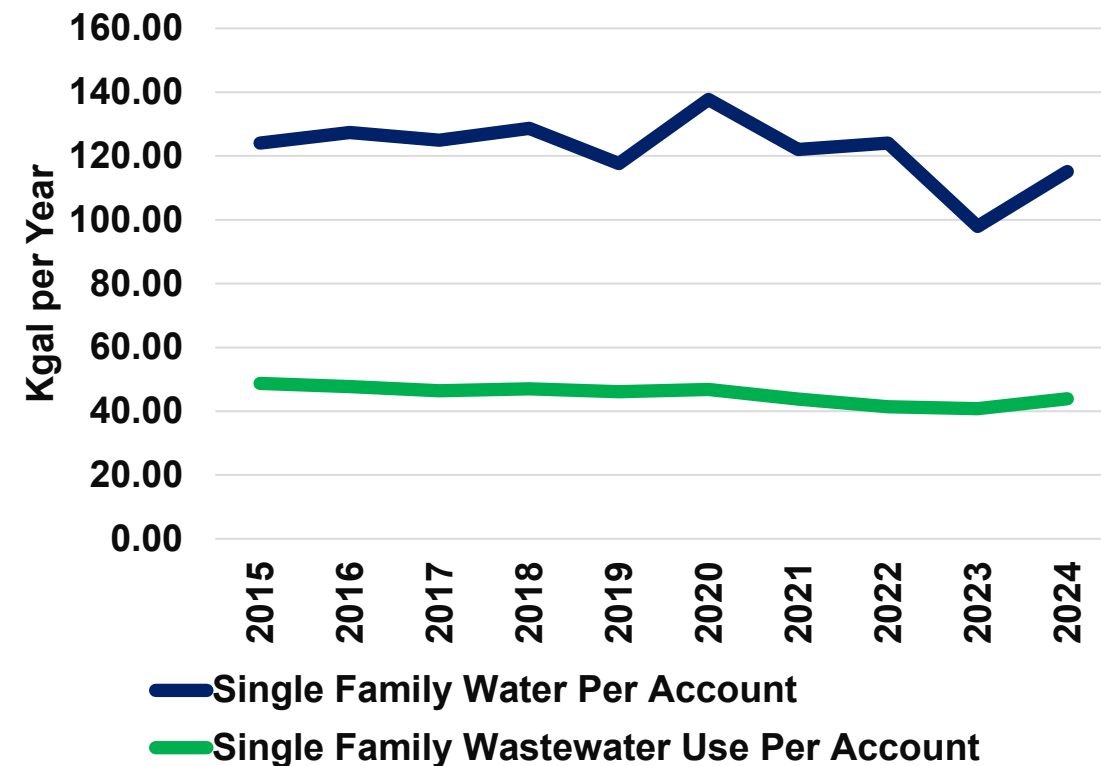


2024 Precipitation

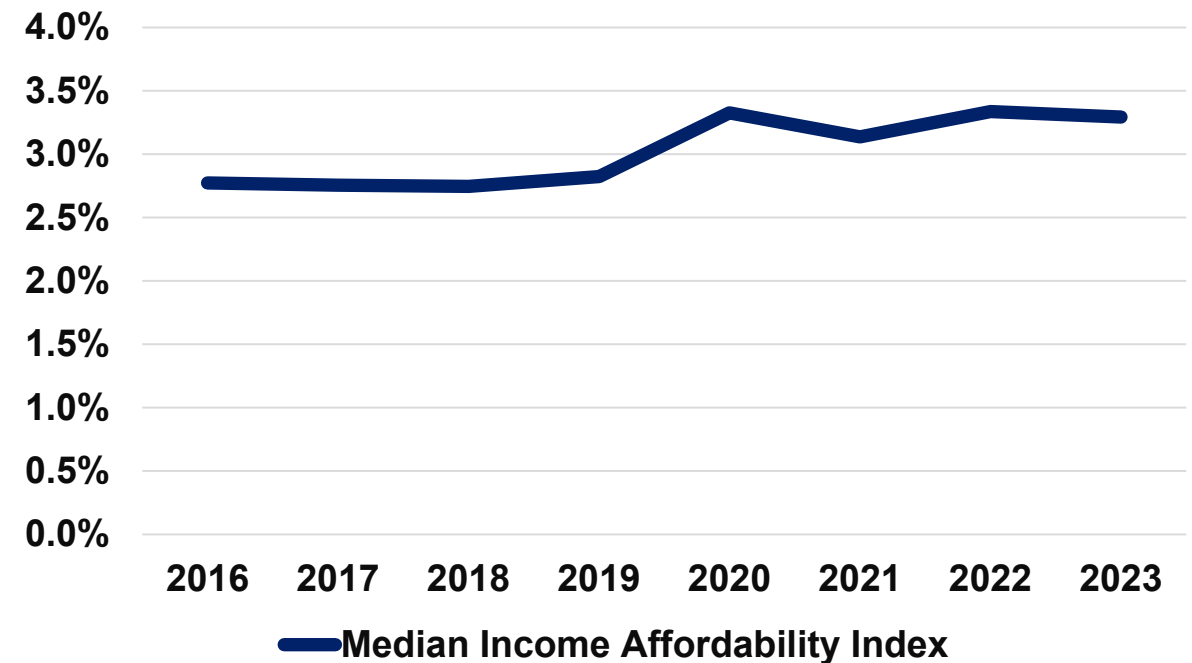


2024 Consumption

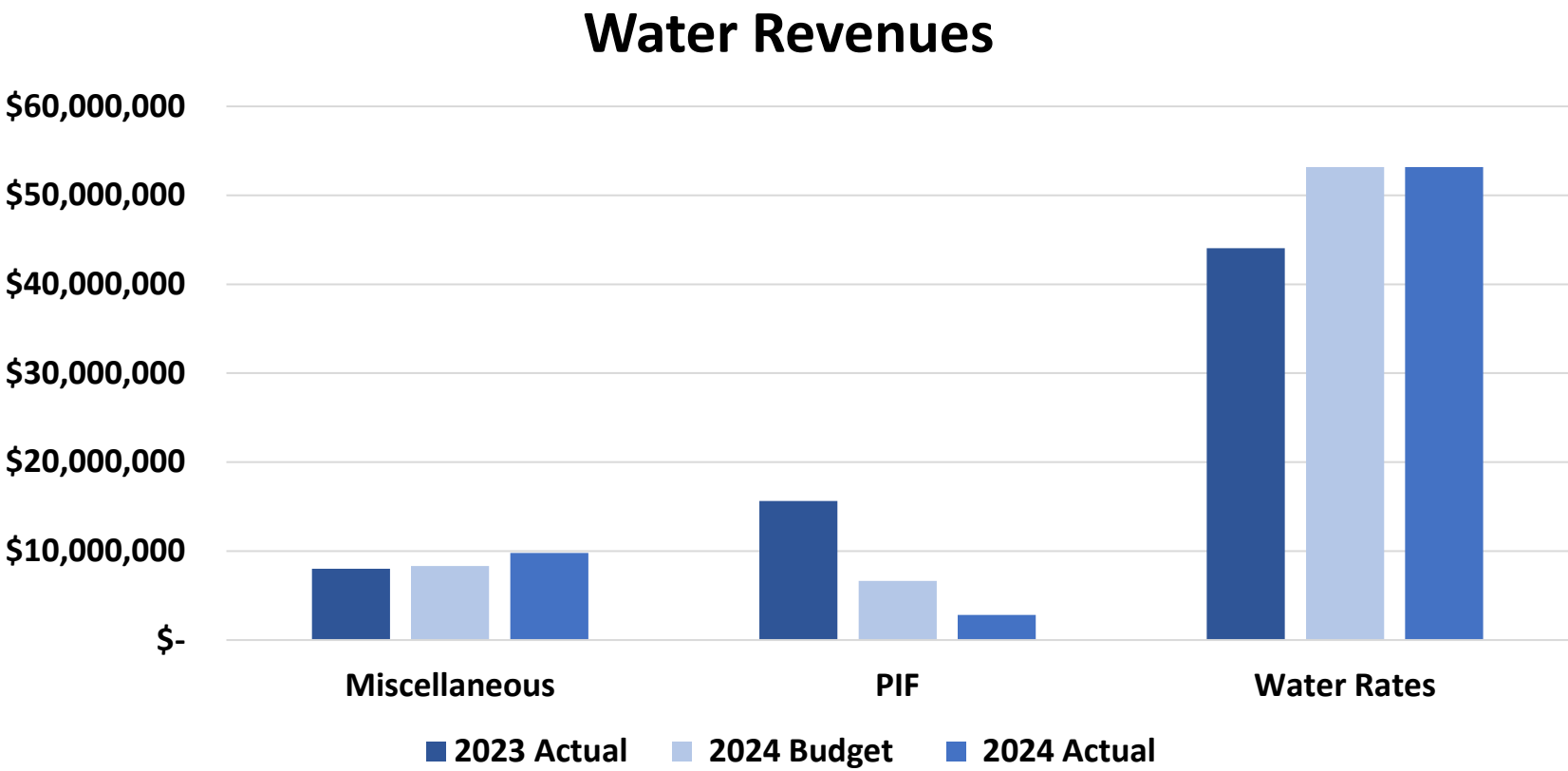
Single Family Water and Sewer User per Account



Total Utility Bill for a Typical Customer as a Proportion of Median Household Income



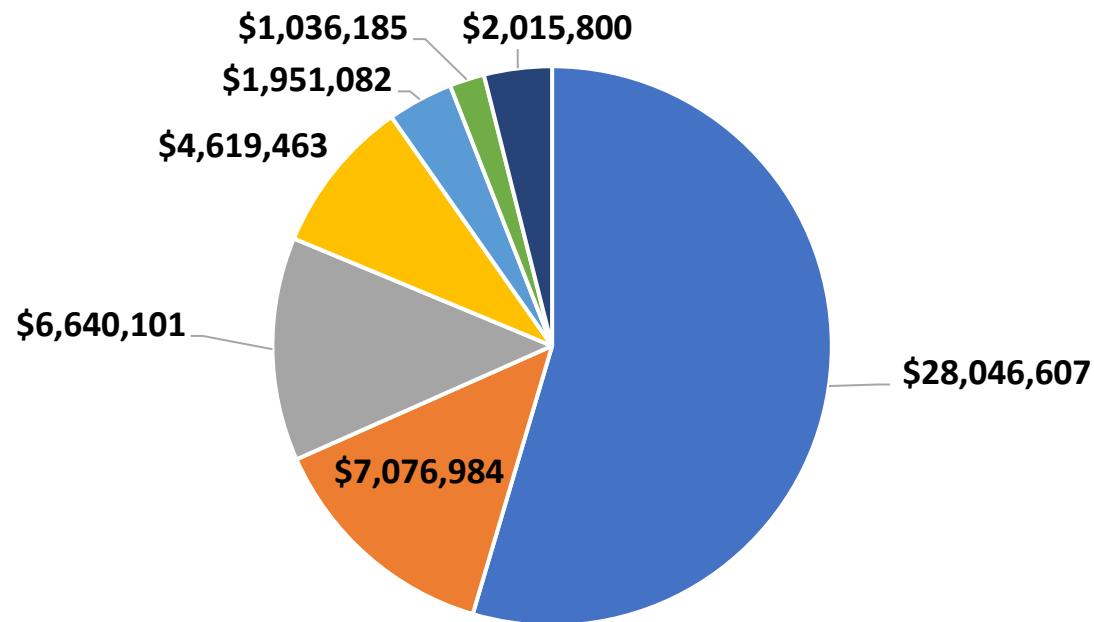
2024 Water Revenue at a Glance



- Water Revenue Distribution:
- Water Rates – 62% (up from 2023)
- Miscellaneous – 12%
- PIF – 3.4% (2023 included a \$11M payment from Windsor)
- Additional revenue not graphed is from grants, escrow reimbursements, and settlements.

Water Rate Customer Class Details

2024 Water Rate Revenue by Customer Class



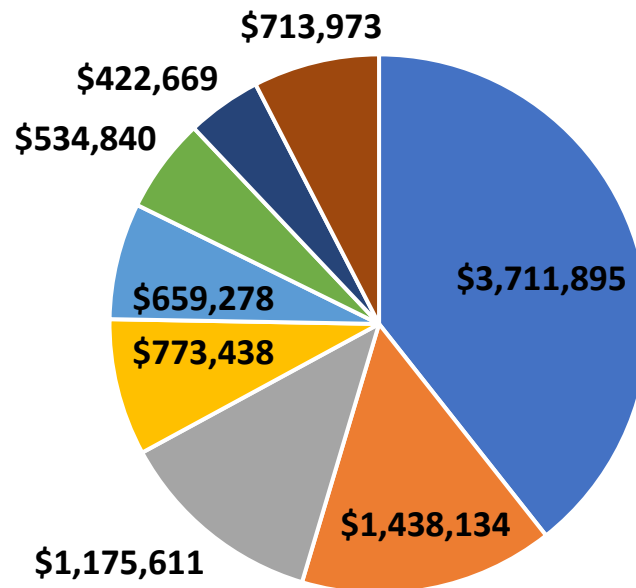
- Inside Residential
 ■ Inside Commercial
 ■ Inside Industrial
 ■ City of Evans
- Town of Windsor
 ■ Non-Potable
 ■ All Other Customers

Water Demand in 2024 was 4% lower than forecasted.

Combined with approved rate increases, rate revenue in 2024 was 3% below forecasts.

Miscellaneous Revenue

2024 Top 8 Miscellaneous Revenue Categories

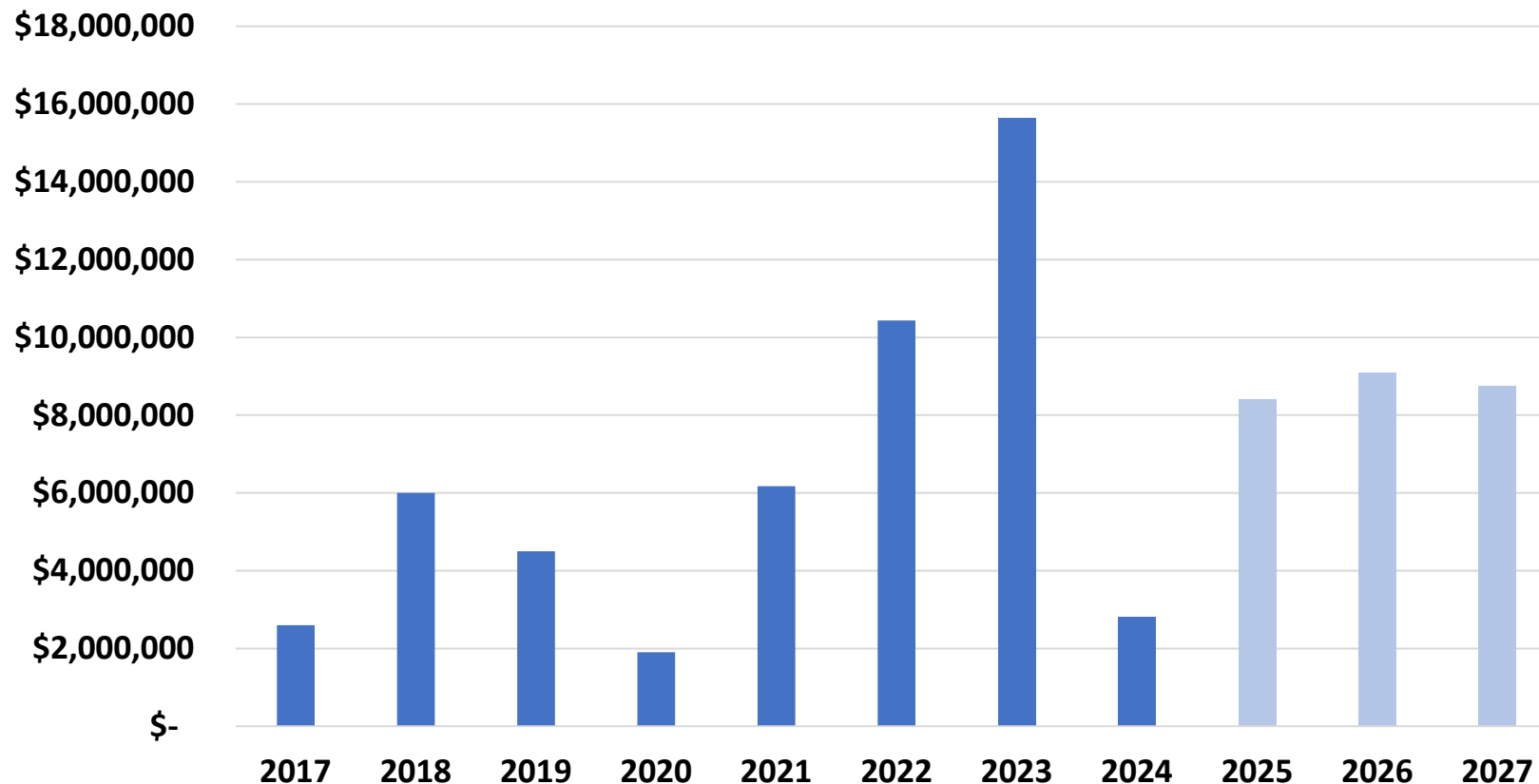


- Interest
- Augmentation Sales
- Re-Rent From Purchase
- Raw Water Surcharge
- Raw Water Sales
- Other Miscellaneous
- Other Water Rentals
- All Other

The city has made improvements in forecasting and acquiring interest and investment incomes in 2024 that have paid off: 76% over 2023 and 5% over budget.

Water PIF Revenue

Actual and Projected PIF Revenue

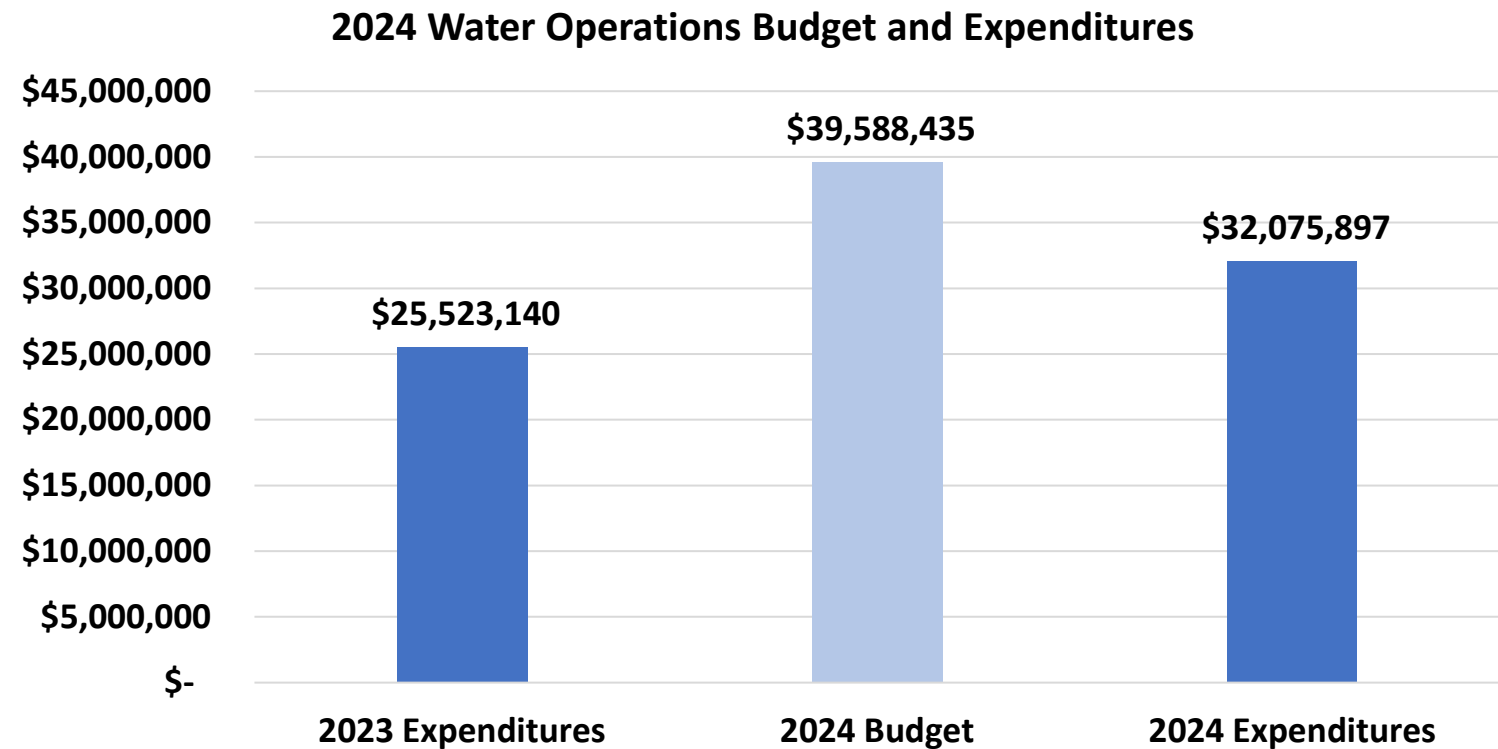


2023 Water Development Charges included an \$11M payment from one of our wholesale customers.

The pace of development in 2024 was lower than forecasted.

* Lightly shaded bars are forecasted PIF amounts

Water Operating Expenditures



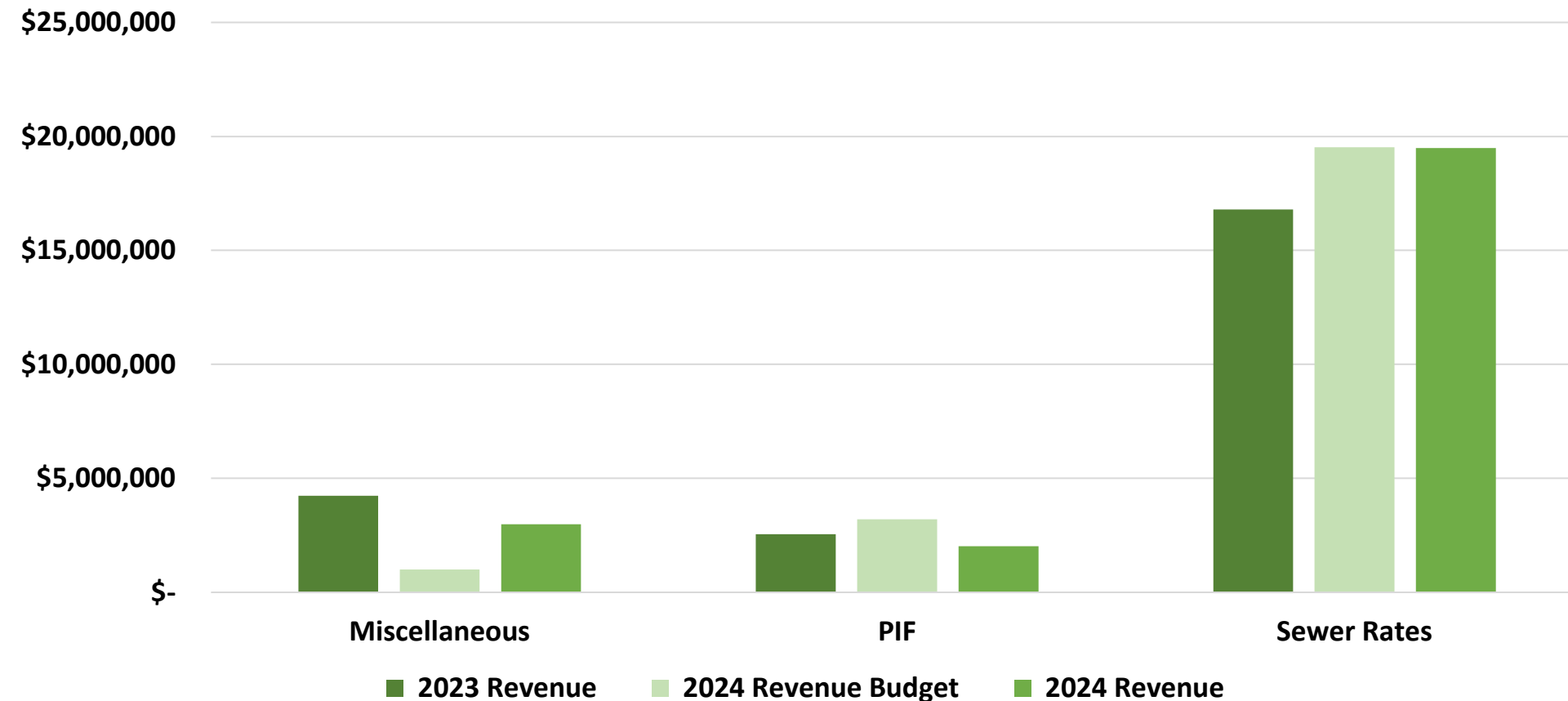
- Not included in the water operating budget here are the Cameron Peak Fire Mitigation grant funded activities.
- 2024 Expenditures were under the budgeted amount by 84%.
- Unspent budget was spread evenly across most major account categories, but with signification savings in Services.
- 2024 Salary savings of 11%.

2024 Sewer Revenue at a Glance

2024 Sewer Revenues

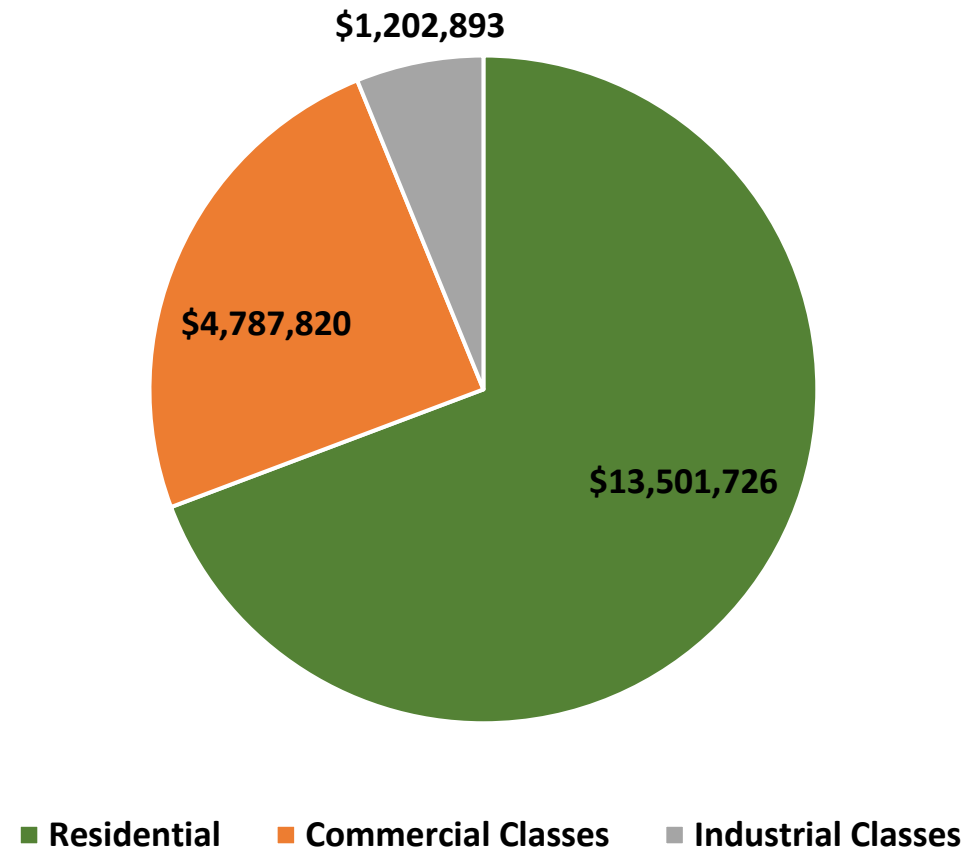
Sewer Revenue
Distribution:

Sewer Rates – 80%
Miscellaneous – 12%
PIF – 8%



Sewer Rate Customer Class Details

2024 Sewer Rate Revenue Distribution by Class



Residential and Commercial rate revenue did not meet budgeted targets. Industrial rate revenue was above forecasts and sufficiently so that total rate revenue met the forecast.

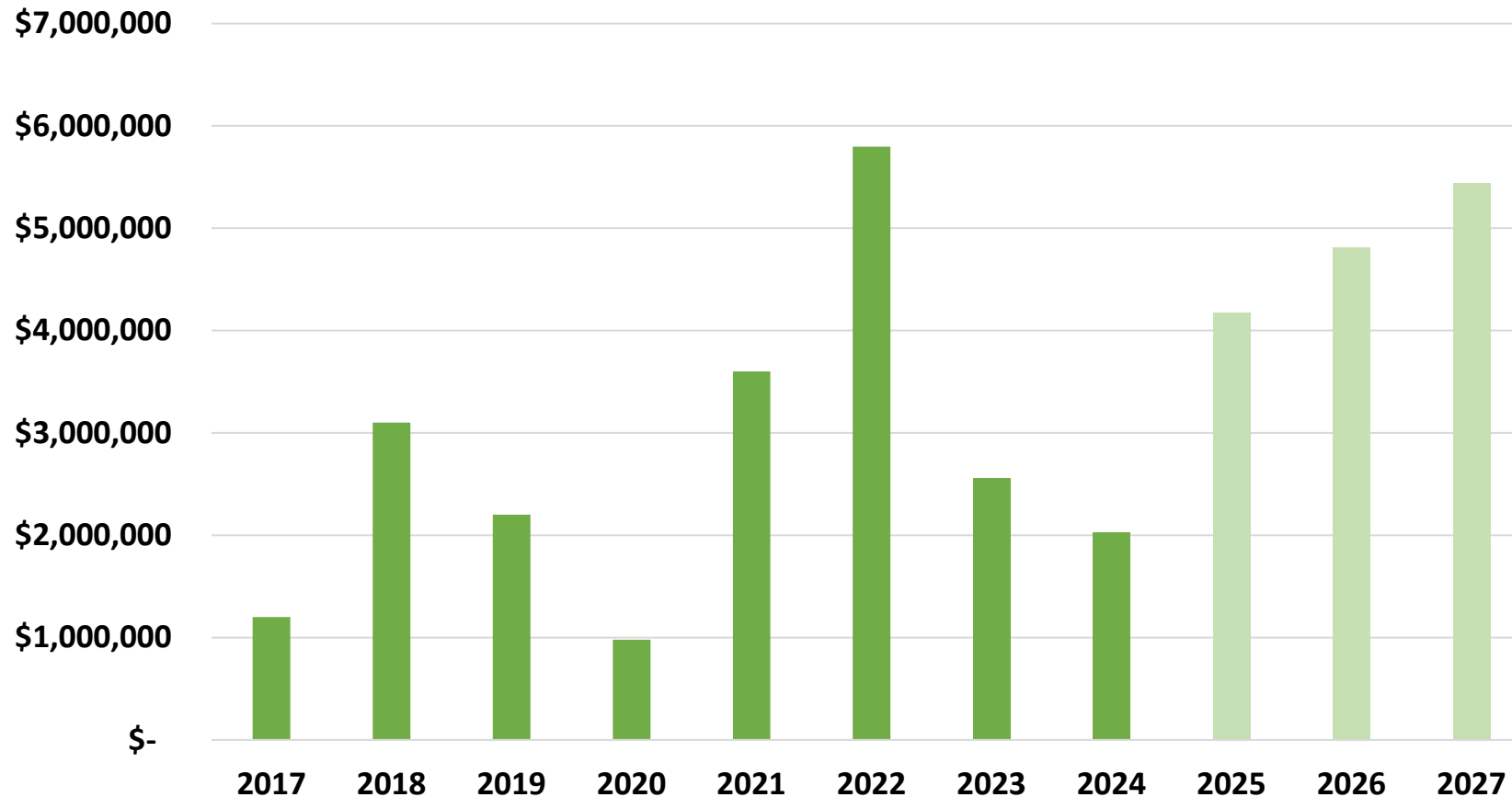
Residential winter consumption per account met forecasts.

This indicates that customer growth planned for in the 2024 Rate Model did not occur.

It also indicates that the decrease in water consumption is due to changes in outdoor uses.

Sewer PIF Revenue

Sewer PIF

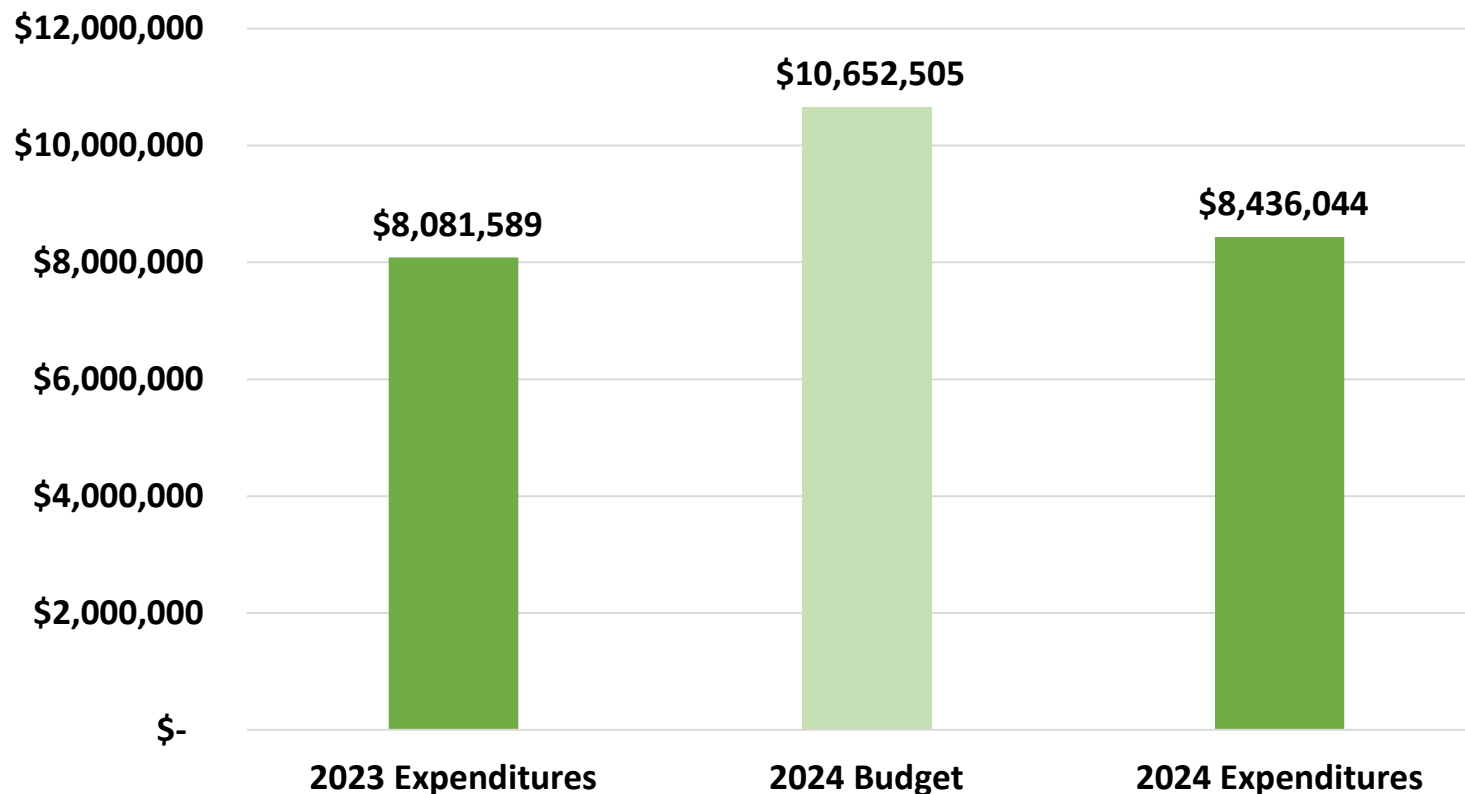


2024 Sewer PIFs were 37% below budget and 21% lower than 2023 PIFs.

* Lightly shaded bars are forecasted PIF amounts

Sewer Operating Expenditures

2024 Sewer Operations Budget and Expenditures



2024 Sewer operating expenditures were \$1.8M more than in 2023 and used 79% of 2024's budget.

Significant differences were due to decreases in electricity and chemical costs as well as the broader supplies and services categories.



Questions?



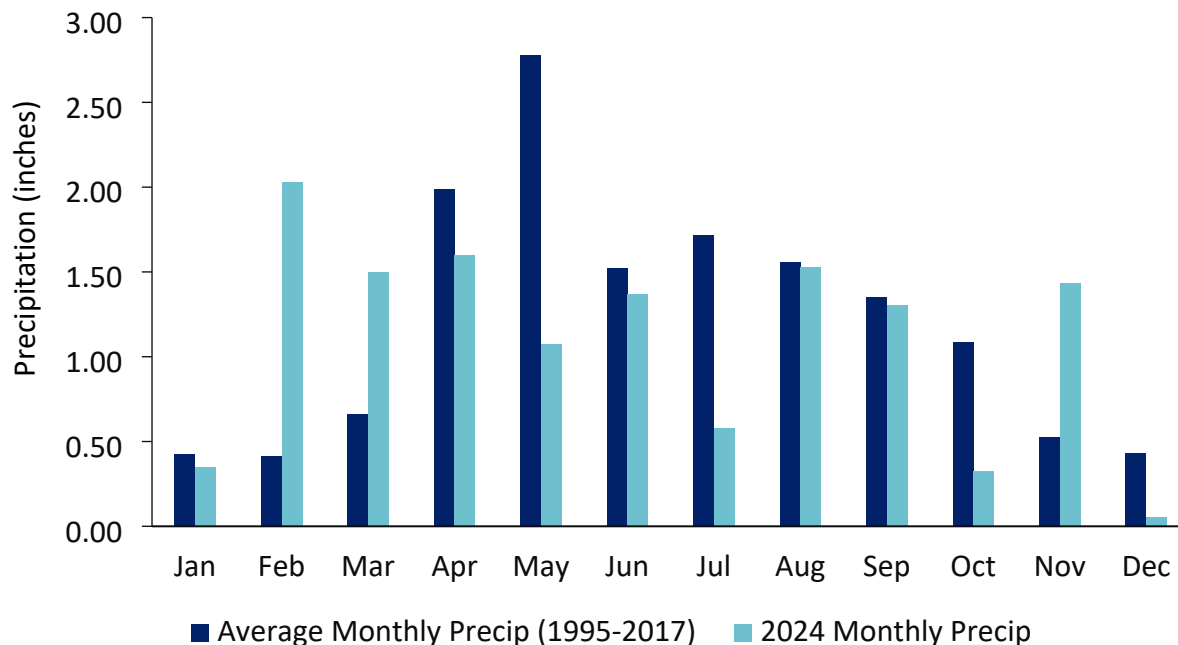
MEMORANDUM

TO: Water and Sewer Board
FROM: Virgil Pierce, Utility Finance Manager
DATE: February 19, 2025
RE: 2024 Year-End Financial Report

Overview

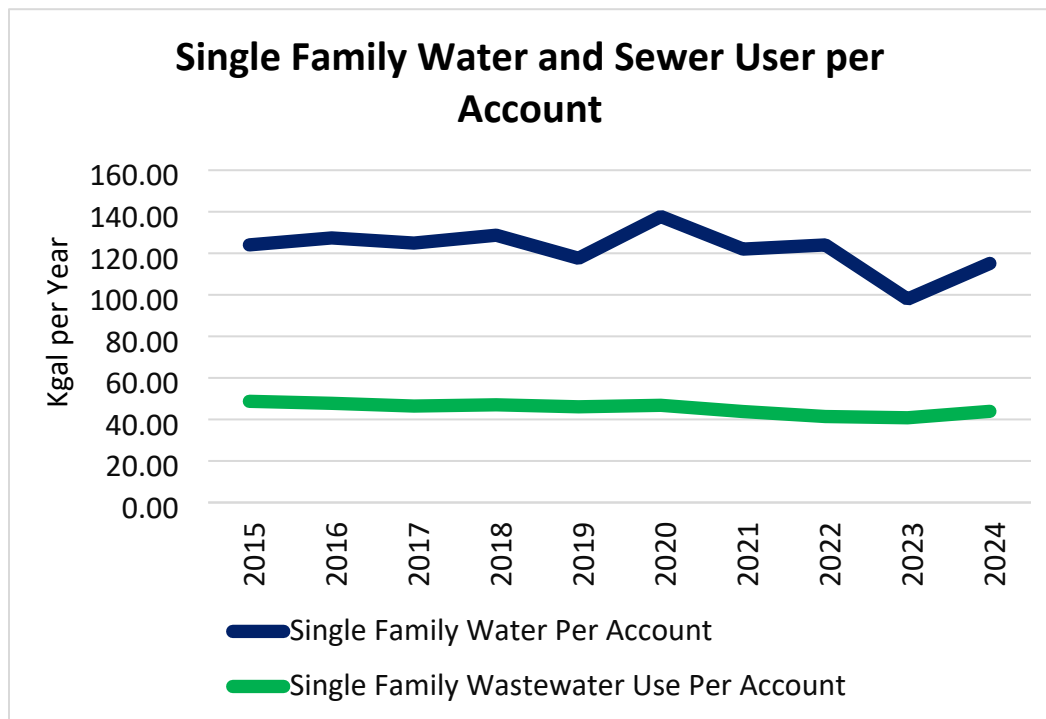
The year-end 2024 water and sewer revenue and expenditure report is enclosed with additional detail available in the attached appendices (A – G). The 2024 calendar year had wetter winter months than average, but during the irrigation season was dryer than average.

2024 Precipitation



Historically we would expect this to result in a good water revenue year. In 2024 however, water demand for Single Family Accounts was 6% lower than forecasted with average per account annual use of 115,000 gallons compared with our forecasted 123,000 gallons. Single Family wastewater use was higher than our forecasted 43,000 gallons per account. This indicates that the change in water consumption can likely be attributed to changes in outdoor uses. Typical single family lot sizes from new development have fallen from a median of 8,000 square feet in the early 2000s to a median of less than 6,000 square feet in 2024, further indicating we should expect to see changes in outdoor water uses by this customer class. Water demand as a whole was 4% lower than forecasted and this resulted in water revenue 3% lower than forecasted. The City of Evans and our Inside Industrial customers were the only two classes that exceeded forecasts. Despite sewer consumption above forecasts, sewer rate revenue for Residential and

Commercial classes was lower than forecasted indicating that planned new development did not occur. Water plant investment fees were 58% lower than forecasted, and sewer plant investment fees were 37% lower than forecasted further supporting this conclusion.

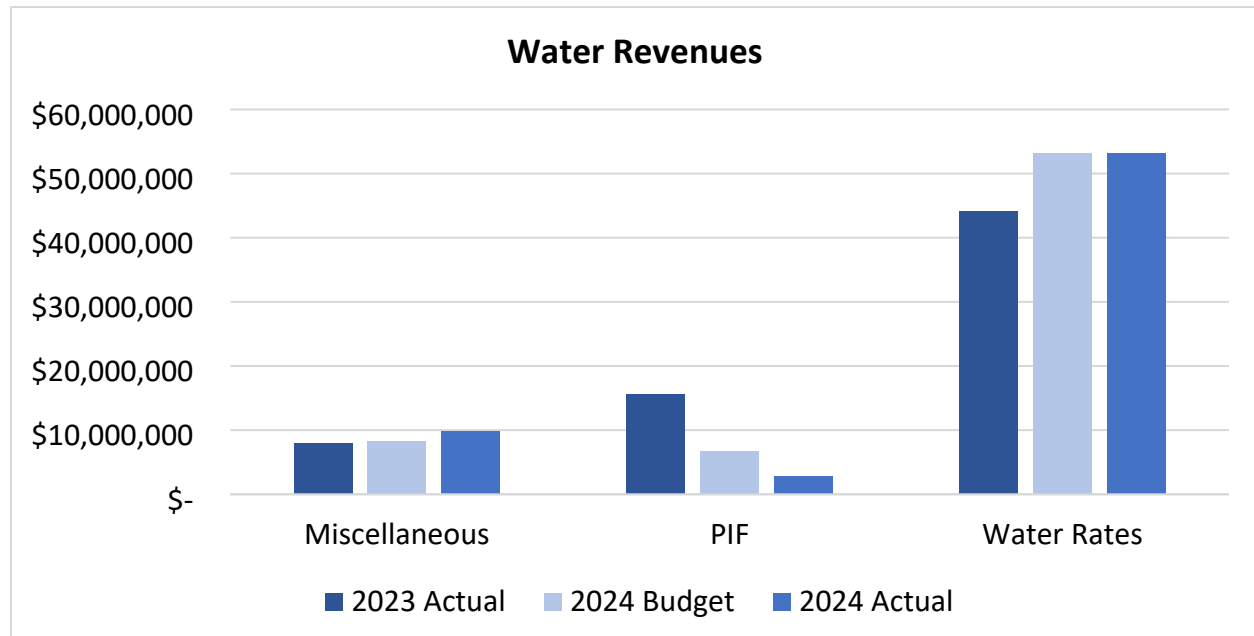


The department continued to receive significant federal and state funding for Cameron Peak Fire Mitigation efforts, other grant projects, and the Terry Ranch Water Development reimbursements from the project's construction escrow account. These numbers are reported separately in the appendices as they do not reflect anticipated long term operational expenses or revenues. The city also received a \$4.5M settlement claim for construction defects at the Bellvue WTP in 2024 and this is similarly recorded separately from other revenues in the appendices.

Water Revenues

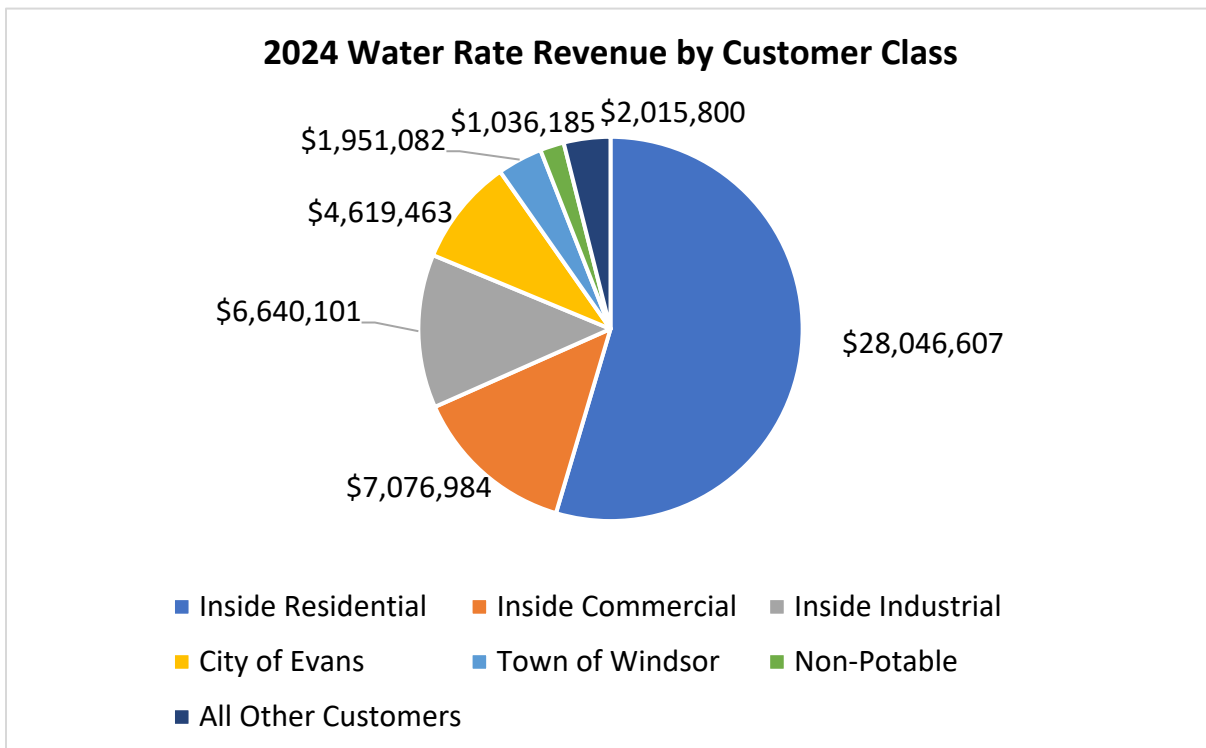
Water revenues can be grouped into three main categories (see the chart): Water Rates, which made up 62% of total 2024 water revenue, Miscellaneous Revenues like water rentals and raw water sales, which made up 12% of total water revenue, and Development Charges such as Plant Investment Fees (PIFs), which made up 3.4% of total water revenue, additional revenues not shown are from grants, escrow reimbursements, and settlements. 2024 year-end revenue compared to budget and 2023 year-end revenue for each of these categories can be seen in the chart below.

Miscellaneous Revenues were 18% above budget, while rate revenues were 3% below budget and development charges revenue were 58% below budget. The net total for water revenues (excluding grant, escrow reimbursements, and settlements) was 6% lower than budget forecasts. The net total was \$7.8M lower than 2023 revenues, however in 2023 the city received a \$11M development charge payment from Windsor.



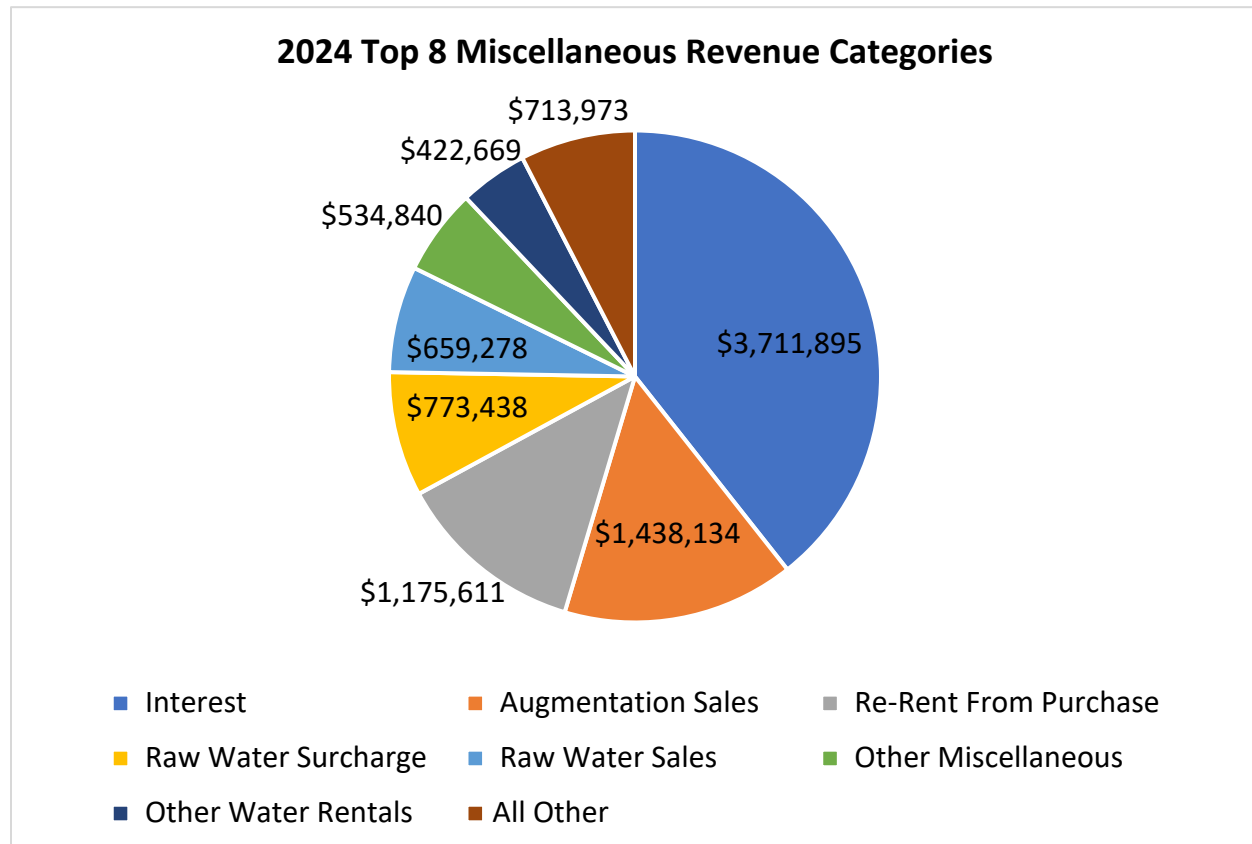
Water Rate Revenue Detail:

The following charts show the share of the \$51M in water rate revenue made up by each class. Residential customers make up more than half of the collected rate revenue. This makes changes in usage patterns by this customer class impactful on the total rate revenue collected.



Miscellaneous Water Revenue Detail:

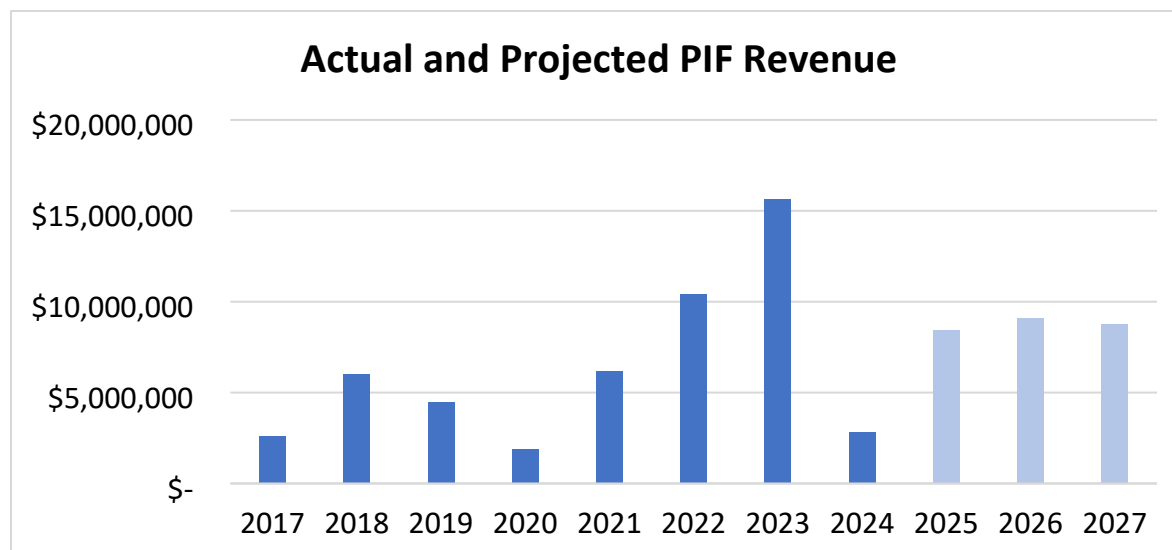
Miscellaneous revenues are budgeted conservatively due to their variable nature. In total, the miscellaneous revenue category was 22% above 2023 miscellaneous revenue and 18% over budgeted targets. Significant increases were observed in both the forecasted and collected interest and investment revenues and this represents improvements the city made in 2024 for cash management and investment strategies. The chart below illustrates the proportion of the miscellaneous revenue collected from various sources. A full listing of miscellaneous revenues is available in Appendix B.

Cash-in-Lieu of Raw Water Revenue Detail:

Cash-in-lieu revenue, counted in the miscellaneous group and labeled in the chart above as “Raw Water Sales” was predicted to be minimally used going forward, and was budgeted at just \$350K in 2024. In some cases, customers elected to use cash-in-lieu payments instead of purchasing Terry Ranch credits, however 2024 did show an increase in the uptake of Terry Ranch credits for current and future water dedications with the city. Water staff will continue to monitor the water dedication contributions and adjust future forecasts as appropriate.

Water Plant Investment Fee Revenue Detail:

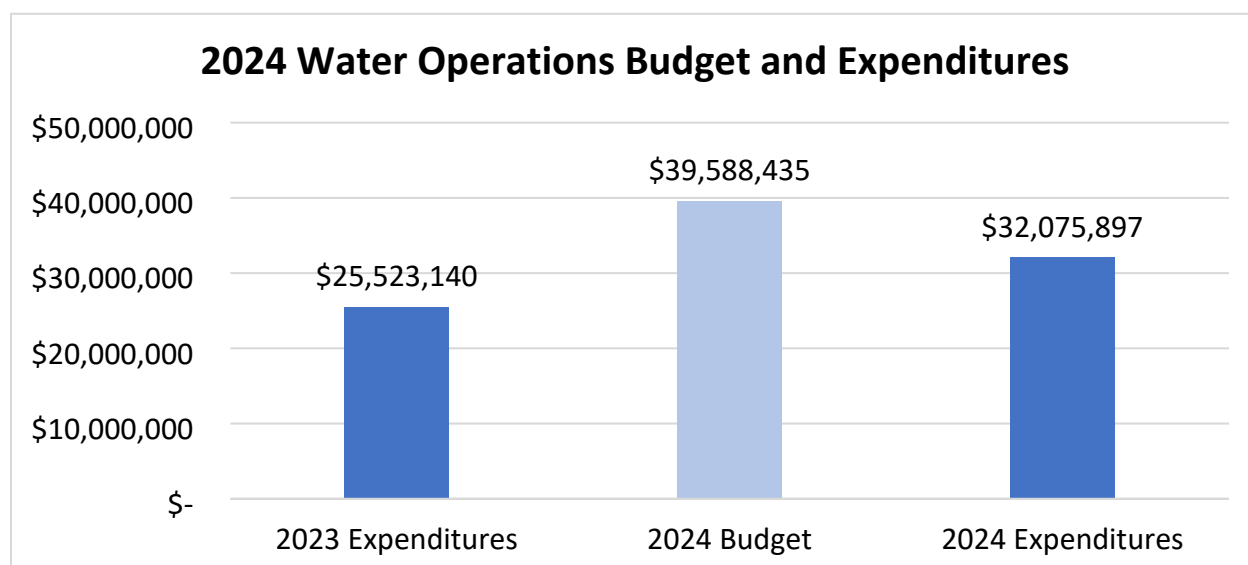
Water PIF revenues were forecasted at a budget of \$6.6M based on assumed residential and commercial account growth. Water PIF revenue collected in 2024 was \$2.8M indicating that account growth forecasted did not materialize. This is the second year in a row that customer growth did not meet forecast targets. Department staff continue to monitor account growth targets and will be adjusting future forecasts in the 2026 Budget Development process.



Note that in the chart above there is a \$11M payment from Windsor for increasing their base system demand included in the 2023 development revenue.

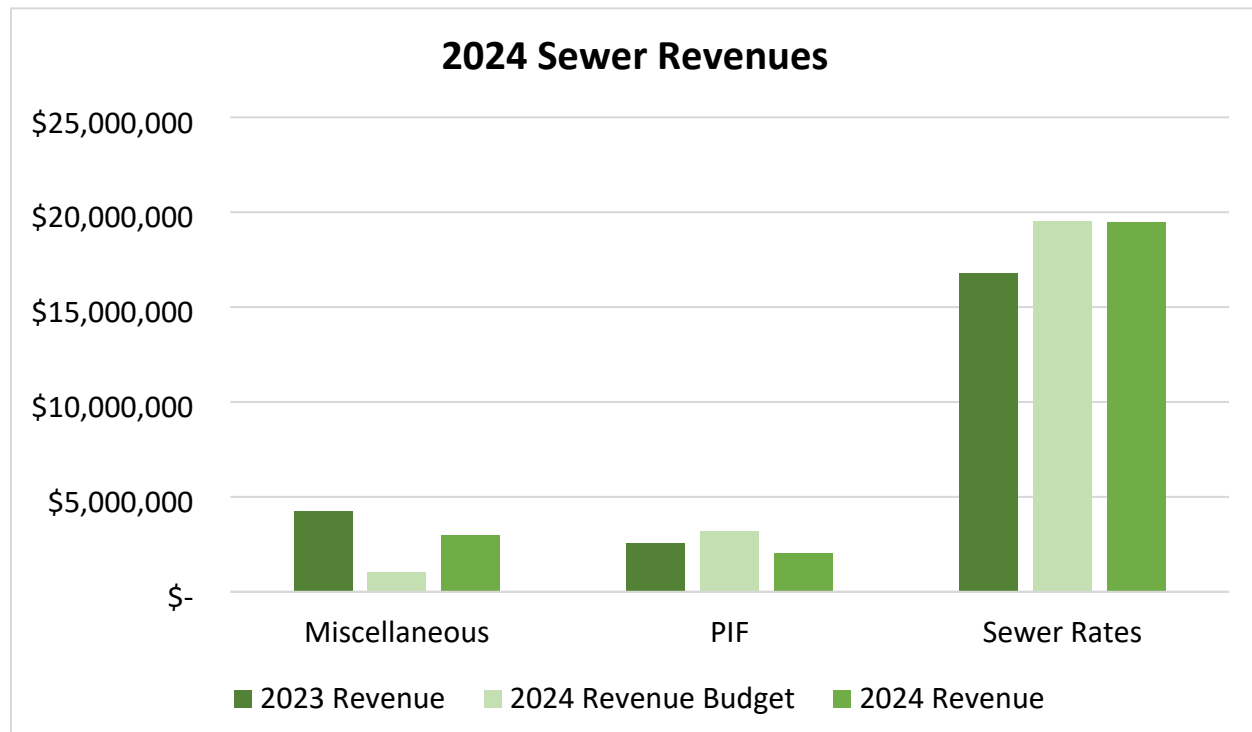
Water Operating Expenditures

The water operating budget for 2024 was \$50.0M. Expenditures were at \$34.5M, with the differences being largely felt in unspent services budgets, though all major budget categories had savings. The department did increase utilization of the salary budgets to 89%, reflecting a team effort at recruiting and filling vacant positions. New for the 2024 Financial Report you will see Appendix F giving water operating expenditures by account category. No significant overages are noted in either unit or account category expenditures.



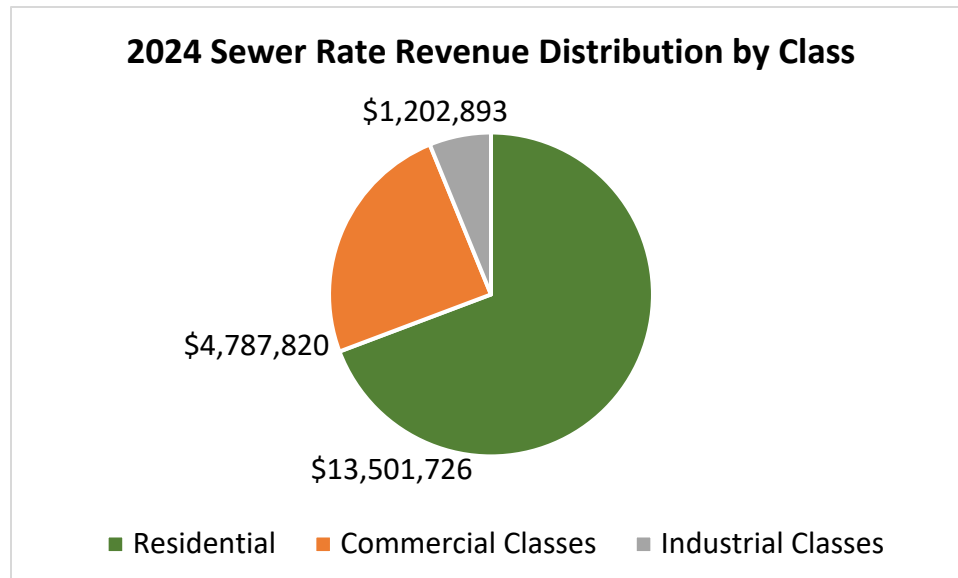
Sewer Revenues

Like water revenues, sewer revenues can be grouped into the same three categories which comprise similar percentage shares of total revenue. Sewer rates made up 80% of total 2024 revenue while miscellaneous revenues made up 12% and plant investment fees made up 8%. 2024 year-end revenue compared to budget and 2023 revenue are compared below. Sewer rate revenue was very close to forecasts. Miscellaneous revenue is forecasted conservatively and both interest and investment income and royalties payments were higher than forecasted.



Sewer Rate Revenue Detail:

The following chart gives the distribution of sewer rate revenues among the customer classes. Residential customers make up a larger proportion of sewer rate revenue than for water rates. We also note that because the industrial classes are relatively small, small changes in their rates have a big percentage impact on the revenue collected from year to year.

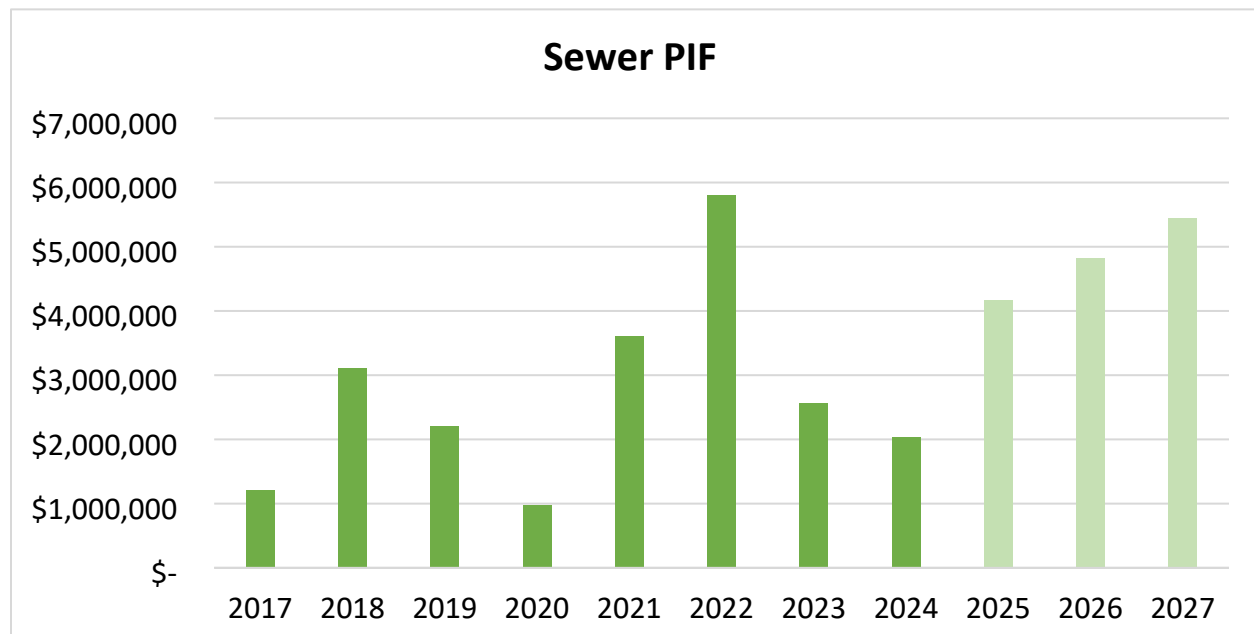


Miscellaneous Sewer Revenue Detail:

Like on the water side, miscellaneous sewer revenues are budgeted conservatively. Full detail on miscellaneous sewer revenues is available in Appendix C. Sewer miscellaneous revenue saw significant royalty payments again in 2024 above the forecasted amount by \$900K. As with water, the sewer fund benefited in 2024 from updates to the city’s interest and investment strategies and this accounted for \$1M more in investment revenues than was forecasted.

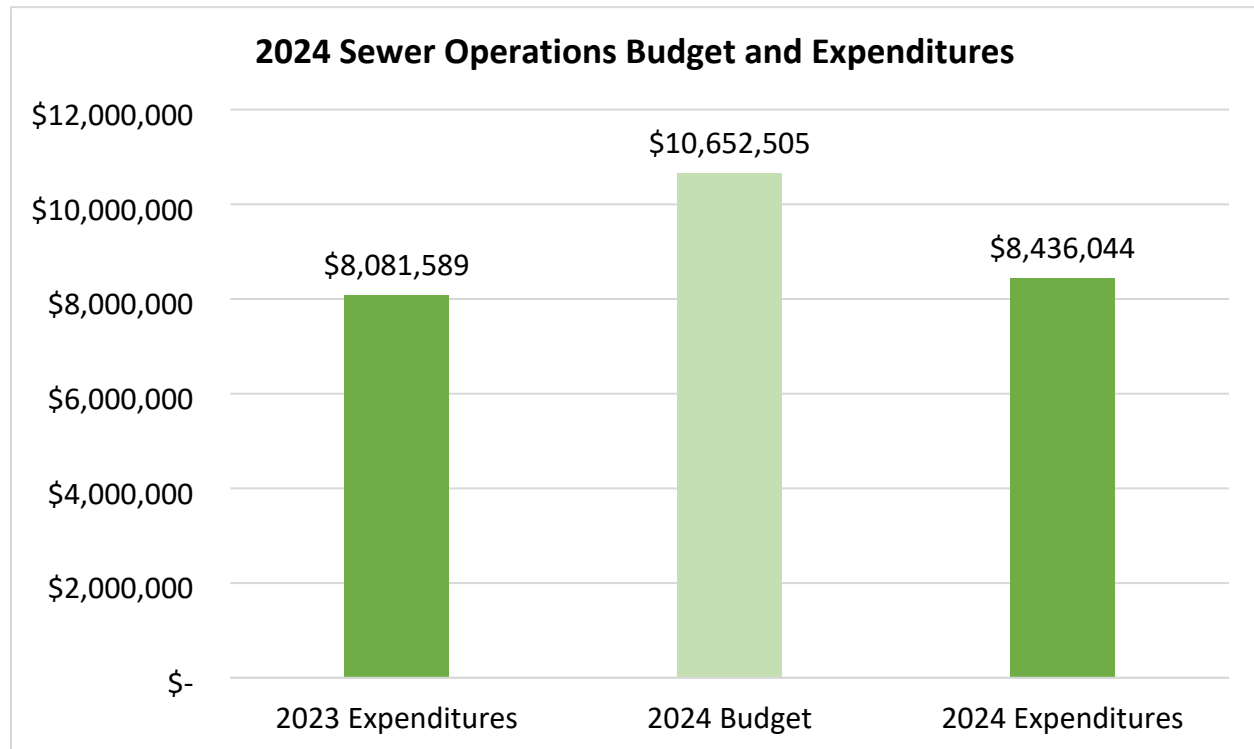
Sewer Plant Investment Fee Revenue Detail:

Sewer PIF revenue was 37% below the 2024 budgeted target and below the 2023 revenue amount. As discussed earlier this was a result of development not materializing at the forecasted rate. The forecast for the next three years is included.



Sewer Operating Expenditures

The sewer department's operating budget and expenditures are detailed in Appendices E and G. The following chart compares the 2023 expenditures, 2024 budget, and 2024 expenditures. 2024 Expenditures for sewer operating were 4% higher than 2023 expenditures, and were under the 2024 budget. As with water, the department's efforts to fill vacant position were successful, increasing the budget utilization for labor to 89%. Sewer has realized significant savings in Chemical and Electricity expenses as a result of capital upgrades in the last two years.



Year-End 2024 Water & Sewer Finance Report
Appendix A: Water Demands

Prepared February 2025

	2024 Actual Water Demand v Modeled Demand							2024 Water Demand v 2023		
	% Total Water Use	Water Use (Kgal)	Taps	Use/Tap	Modeled Use/Tap	Modeled Use (Kgal)	% Change Total Use v Modeled	Kgal Change v 2022	% Change v 2022	
Inside Residential	36%	2,818,222	24,481	115	123	2,999,167	-6%	440,534	19%	
Inside Commercial	14%	1,128,668	1,964	575	590	1,158,760	-3%	101,918	10%	
Inside Multi-Family	14%	1,095,235	2,387	459	462	1,102,794	-1%	120,759	12%	
Industrial User	9%	682,393	3	227,464	229,867	689,600	-1%	4,251	1%	
Industrial User	9%	708,572	3	236,191	214,617	643,851	10%	26,780	4%	
Inside-City Sub-Total:	81%	6,433,090	28,838			6,594,172	(2%) ▼	694,242	+ 12%	▲
City of Evans	11%	863,853	14	61,704	59,431	832,038	4%	106,420	14%	
Town of Windsor	4%	348,044	3	116,015	124,910	374,729	-7%	92,846	36%	
Outside Industrial User	1%	112,080	1	112,080	159,360	159,360	-30%	(25,501)	-19%	
Town of Milliken	1%	102,668	1	102,668	104,580	104,580	-2%	27,049	36%	
Outside Residential	0%	37,290	448	83	95	42,390	-12%	3,099	9%	
Ag-Special Contract	0%	25,912	52	498	498	25,896	0%	1,163	5%	
Outside Commercial	0%	11,520	1,131	10	105	118,280	-90%	444	4%	
Outside Multi-Family	0%	3,791	18	211	249	4,482	-15%	53	1%	
Outside-City Sub-Total:	19%	1,505,158	1,668			1,661,755	(9%) ▼	205,573	+ 9%	▲
Total Water Demand:		7,938,248	30,506			8,255,927	(4%) ▼	899,815	+ 3%	▲

Year-End 2024 Water & Sewer Finance Report

Appendix B: Water Revenues

Prepared February 2025

2024 Water Revenues v Budget					2024 Revenues v 2023	
	% of Total Rev	\$ Revenue	\$ Budget	% Change v Budget	\$ Change v 2023	% Change v 2023
Inside Residential	33.7%	28,046,607	29,414,171	(5%)	4,130,266	17%
Inside Commercial	8.5%	7,076,984	7,198,905	(2%)	812,579	13%
Inside Industrial	8.0%	6,640,101	6,786,908	(2%)	456,886	7%
City of Evans	5.5%	4,619,463	4,464,870	3%	824,216	22%
Town of Windsor	2.3%	1,951,082	2,158,318	(10%)	672,683	53%
Non-Potable	1.2%	1,036,185	824,000	26%	289,664	39%
Outside Residential	0.7%	562,739	668,887	(16%)	(8,119)	(1%)
Town of Milliken	0.8%	658,894	663,642	(1%)	205,044	45%
Outside Industrial User	0.6%	477,982	652,585	(27%)	(73,769)	(13%)
Ag-Special Contract	0.2%	161,696	167,523	(3%)	11,597	8%
Outside Commercial	0.2%	146,064	157,631	(7%)	(10,370)	(7%)
Sharkstooth Pipeline	0.0%	8,425	19,241	(56%)		
Rate Revenue Sub-Total:	62%	51,386,222	53,176,681	(3%) ▼	7,319,102	+ 17% ▲
Re-Rent From Purchase	1.4%	1,175,611	700,000	68%	129,742	12%
Raw Water Sales	0.8%	659,278	350,000	88%	(471,583)	(42%)
Other Water Rentals	0.5%	422,669	721,000	(41%)	(51,388)	(11%)
Raw Water Surcharge	0.9%	773,438	500,000	55%	392,846	103%
Augmentation Sales	1.7%	1,438,134	1,250,000	15%	(268,629)	(16%)
Engineering Design Review	0.4%	366,856	288,903	27%		
Rents From Equipment	0.0%	33,605	104,545	(68%)	(127,434)	(79%)
Sales To Outside Agencies	0.0%	-	25,750	(100%)	0	
Royalties	0.0%	20,449	100,000	(80%)	13,207	182%
Rents From Land	0.1%	104,843	100,000	5%	(42,545)	(29%)
Meter Sales	0.1%	96,222	275,000	(65%)	(39,083)	(29%)
Other Miscellaneous	0.6%	534,840	10,455	5016%	305,140	133%
Interest	4.5%	3,711,895	3,538,577	5%	1,602,176	76%
Sales of Assets	0.1%	85,093	-		(257,056)	(75%)
Chargebacks for Customer Service	0.4%	292,976	361,528	(19%)	202,503	224%
Turn On Charges	0.1%	80,785	-		40,305	100%
Misc Revenue Sub-Total:	12%	9,796,695	8,325,758	+ 18% ▲	1,795,056	+ 22% ▲
Development Revenue:	3.4%	2,813,921	6,632,482	(58%)	(12,826,301)	(82%)
Grant Reimbursment	2.7%	2,281,619			1,619,520	245%
Fire Reimbursment	3.9%	3,251,919			2,371,029	269%
Settlements		4,500,000				
Escrow Reimbursment	11.1%	9,283,526			2,202,988	31%
Total Water Revenues:		83,313,903	68,134,921	+ 22% ▲	(820,627)	(1%) ▲
Total Water Revenues less Reimbursements		63,996,839	68,134,921	(6%) ▼	(7,753,829)	

Year-End 2024 Water & Sewer Finance Report

Appendix C: Sewer Revenues

Prepared February 2025

	2024 Sewer Revenues v Budget				20224 Revenues v 2023	
	% of Total Rev	\$ Revenue	\$ Budget	% Change v Budget	\$ Change v 2021	% Change v 2021
Residential	55.1%	13,501,726	13,528,105	(0%)	1,679,741	14%
Commercial I (Non-Food Svs)	8.2%	2,021,164	2,054,445	(2%)	231,582	13%
Commercial II (Bars)	4.5%	1,113,136	1,390,088	(20%)	130,160	13%
Commercial III (Restaurants)	5.3%	1,295,692	1,179,551	10%	255,353	25%
Commercial IV (Markets)	1.3%	327,102	319,033	3%	74,442	29%
Commercial V (Mfg)	0.1%	30,726	35,530	(14%)	3,054	11%
Ind Sic 2013 (Food Mfg)	1.8%	433,185	368,737	17%	124,421	40%
Ind Sic 7218 (Ind Laundries)	1.1%	261,721	40,056	553%	102,215	64%
Ind Sic 2034 (Dehydrated Foods)	0.2%	61,164	68,294	(10%)	20,443	50%
Ind SIC 2873 (Nitrogen Fertilizer)	0.1%	17,332	21,684	(20%)	3,621	26%
Ind SIC 4212 (Local Trucking)	0.0%	2,390	2,446	(2%)	200	9%
Ind SIC 2047 (Pet Food)	1.4%	331,830	406,953	(18%)	97,439	42%
Ind SIC 5169 (Chemicals Products)	0.1%	14,871	15,003	(1%)	7,862	112%
Ind SIC 7542 (Carwashes)	0.3%	80,400	98,635	(18%)	(32,910)	(29%)
Rate Revenue Sub-Total:	79.5%	19,492,439	19,528,560	(0%) ▼	2,697,624	+ 16% ▲
Other Sewer Charges	0.0%	12,040			(35,109)	(74%)
Other Miscellaneous	0.3%	81,419				
Engineering	0.0%	-	71,050	(100%)	(240)	(100%)
Interest	6.7%	1,637,620	607,924	169%	618,288	61%
Royalties	5.1%	1,257,112	325,000	287%	(1,915,537)	(60%)
Misc Revenue Sub-Total:	12.2%	2,988,192	1,003,974	+ 198% ▲	(1,251,179)	(30%) ▲
Development Revenue:	8.3%	2,024,715	3,210,087	(37%) ▼	(530,885)	(21%) ▼
Total Sewer Revenues:		24,505,346	23,742,621	+ 3% ▲	915,560	+ 4% ▲

Year-End 2024 Water & Sewer Finance Report

Appendix D: Water Operating Expenditures

Prepared February 2025

	% of Total Budget	\$ Budget	\$ Expenditure	\$ Remaining	% Budget Utilized
Administration	5%	2,408,277	2,068,178	340,099	86%
Engineering	4%	2,101,278	594,505	1,506,773	28%
Asset Management	1%	516,346	388,863	127,483	75%
Computer/Phone User Chrgs	3%	1,278,756	1,278,756	0	100%
Utility Billing	3%	1,264,886	965,855	299,031	76%
Cash Operations	0%	156,147	143,332	12,815	92%
Chargeback for Services	8%	4,090,321	4,090,321	0	100%
Liability Insurance	1%	380,868	380,868	0	100%
General Management:	24%	12,196,879	9,910,678	2,286,201	81%
Service And Meters	3%	1,266,624	1,182,788	83,836	93%
Transmission-Reservoir	2%	1,085,751	964,311	121,440	89%
Distribution	7%	3,718,482	2,830,273	888,209	76%
Inventory	1%	286,000	94,424	191,576	33%
Non-Potable Operations	2%	1,124,595	969,230	155,365	86%
Instrument & Control	3%	1,740,271	1,592,150	148,121	91%
Transmission & Distribution:	18%	9,221,723	7,633,176	1,588,547	83%
Water Resources	16%	7,849,754	7,155,674	694,080	91%
Water Resources Planning	1%	674,200	624,743	49,457	93%
High Mountain Reservoirs	1%	671,032	659,494	11,538	98%
Water Conservation Prgm	2%	929,410	654,112	275,298	70%
Water Resources:	20%	10,124,396	9,094,023	1,030,373	90%
Bellvue Filter Plant	8%	4,047,580	2,614,232	1,433,348	65%
Boyd Lake Filter Plant	5%	2,704,464	2,131,852	572,612	79%
Water Quality	3%	1,293,393	428,856	864,537	33%
Cameron Peak Fire	21%	10,462,237	2,513,165	7,949,072	24%
Treatment:	37%	18,507,674	7,688,105	10,819,569	42%
Incorrect Accounting			263,080	(263,080)	
Total Water Operating:		50,050,672	34,589,062	15,461,610	69%
Total Water Operating w/o CPF		39,588,435	32,075,897	7,512,538	81%

Year-End 2024 Water & Sewer Finance Report
Appendix E: Sewer Operating Expenditures

Prepared February 2025

	% of Total Budget	\$ Budget	\$ Expenditure	\$ Remaining	% Budget Utilized
Engineering	5%	575,487	215,421	360,066	37%
Sewer Administration	4%	393,858	534,978	(141,120)	136%
Computer/Phone User Chrgs	3%	319,569	319,569	0	100%
Chargeback for Services	14%	1,506,687	1,130,015	376,672	75%
Liability Insurance	4%	380,868	380,868	0	100%
General Management:	30%	3,176,469	2,580,851	595,618	81%
WTRF Administration	5%	556,099	893,675	(337,576)	161%
Laboratory	4%	434,886	283,824	151,062	65%
Maintenance	10%	1,056,106	894,488	161,618	85%
Operations	28%	2,956,664	2,015,151	941,513	68%
Industrial Pretreatment	4%	423,252	360,955	62,297	85%
Wastewater Treatment:	51%	5,427,007	4,448,093	978,914	82%
Wastewater Collection	18%	1,963,582	1,361,340	602,242	69%
Instruments and Controls	1%	85,447	33,876	51,571	40%
Wastewater Collection:	19%	2,049,029	1,395,216	653,813	68%
Incorrect Accounting:			11,884	(11,884)	
Total Sewer Operating:		10,652,505	8,436,044	2,870,274	79%



Water & Sewer Agenda Summary

February 19, 2025

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Western Growth Area Raw Water Update

Summary:

The Water & Sewer Board has been consistently planning and investing the city's water systems and water supplies to be positioned to meet the needs of future growth and the vision of the City's approved Comprehensive Plan. Over the past five years a number of development projects west of 71st Avenue, and as far west as Weld County Rd. 17 have been proposed. Many of those projects are now zoned and entitled for commercial and residential subdivisions.

The Board requested an update on western growth areas, likely raw water dedications that should be expected, and an analysis of the potential raw water requirements where growth is likely to occur historically dry lands that do not have water resources for dedication to meet the city's raw water requirement.

Staff have prepared an overview of West Greeley growth areas, cross referencing infrastructure master planning and mapping to review the information with the Water & Sewer Board.

Recommended Action:

None

Recommended Motion:

N/A

Attachments:

1. Review of Greeleys Western Growth Areas Raw Water



Review of Greeley's Western Growth Areas Likely raw water dedications and future demands and infrastructure plans

Water & Sewer Board Meeting
By Sean Chambers and Derek Hannon

February 19, 2025



Infrastructure & Mobility

Agenda

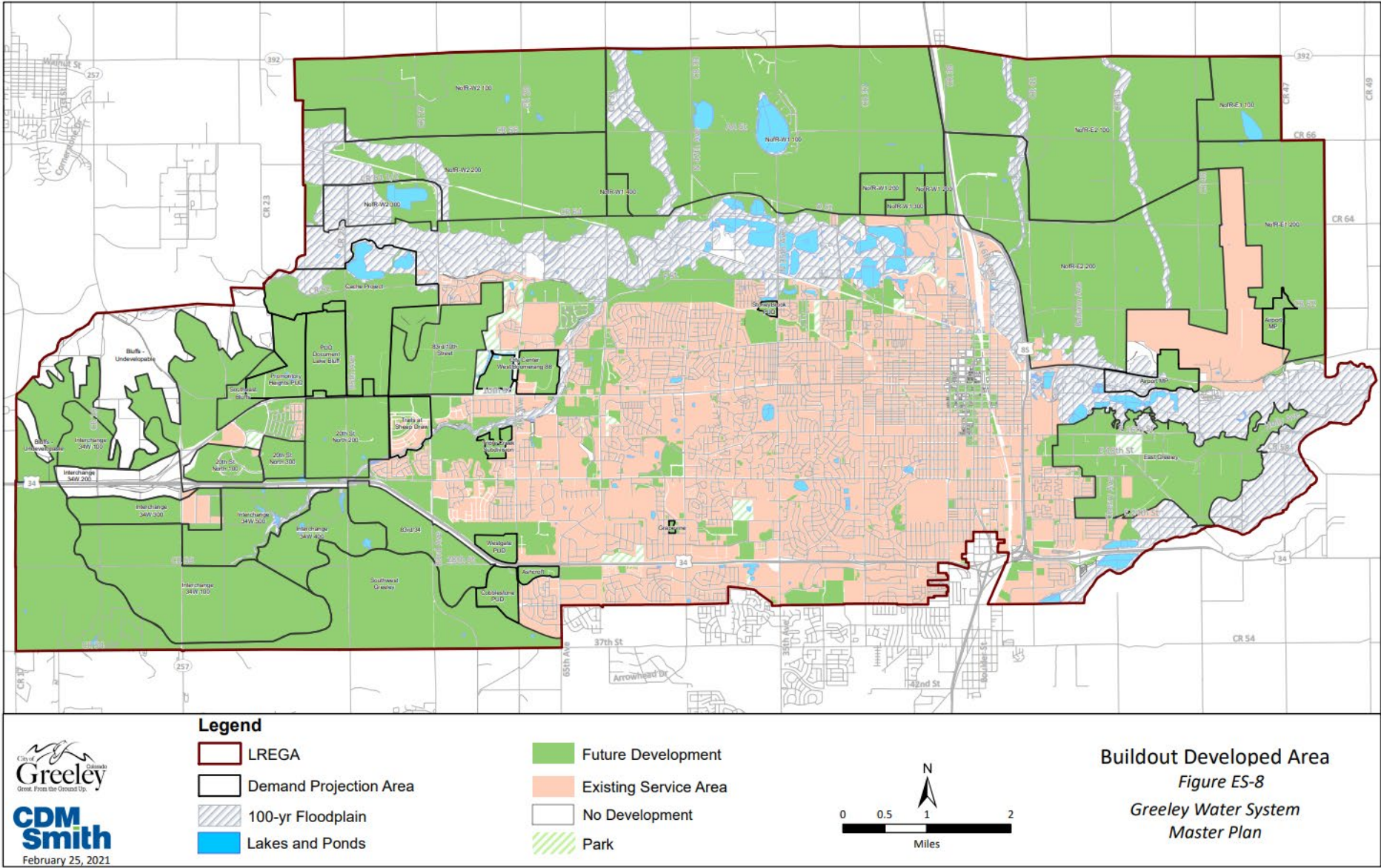


Agenda

- Review Growth Area and Distribution Master Plan Mapping
 - Raw Water Dedication Sources and Requirements
 - Non-Potable Water Master Plan Mapping
 - Raw Water Dedication Expected West of 71st Ave.
 - Development and Density Expected West of 71st Ave.
 - Conclusions and Next Steps in Adaptive Management
-
- **Purpose:** To provide Board with an update on Western growth areas and likely water demands from various growth areas including the West Greeley Catalyst project.

2021 Water Distribution Master Plan

Mapping of Future Development areas within the Long Range Expected Growth Area



Raw Water Requirement

The raw water requirement:

Can be met by transferring certain waters to the city that historically irrigated the proposed development

- Greeley-Loveland Irrigation Company Yield = 8 Acre-feet per Share
- Loveland & Greeley Reservoir (Lake Loveland) = 20 Acre-feet per Share
- The Seven Lakes Reservoir Company 8 Acre-feet per Share
- The Greeley Irrigation Company (Canal No.3) = 10.3 AF/ Share

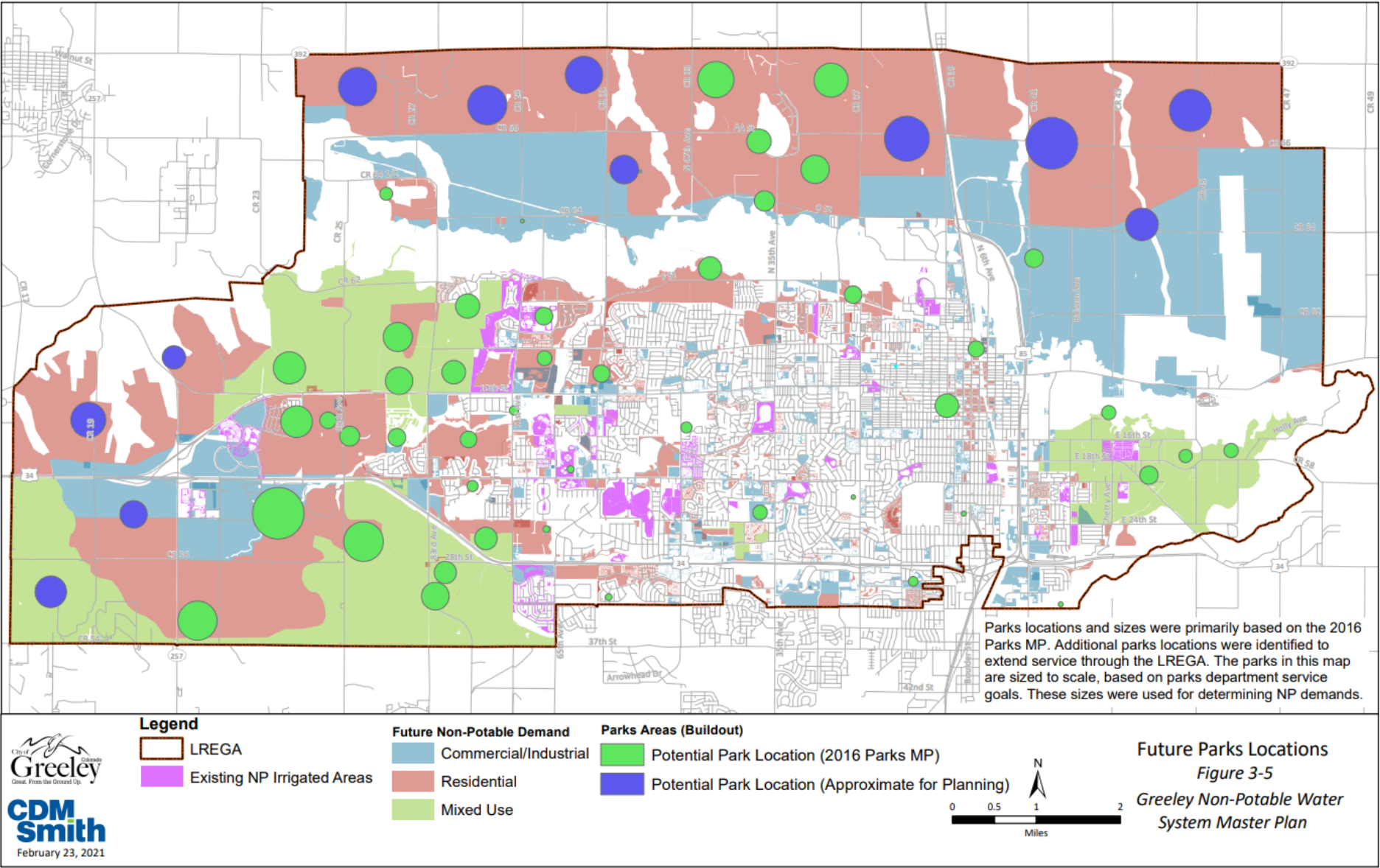
Other acceptable sources include:

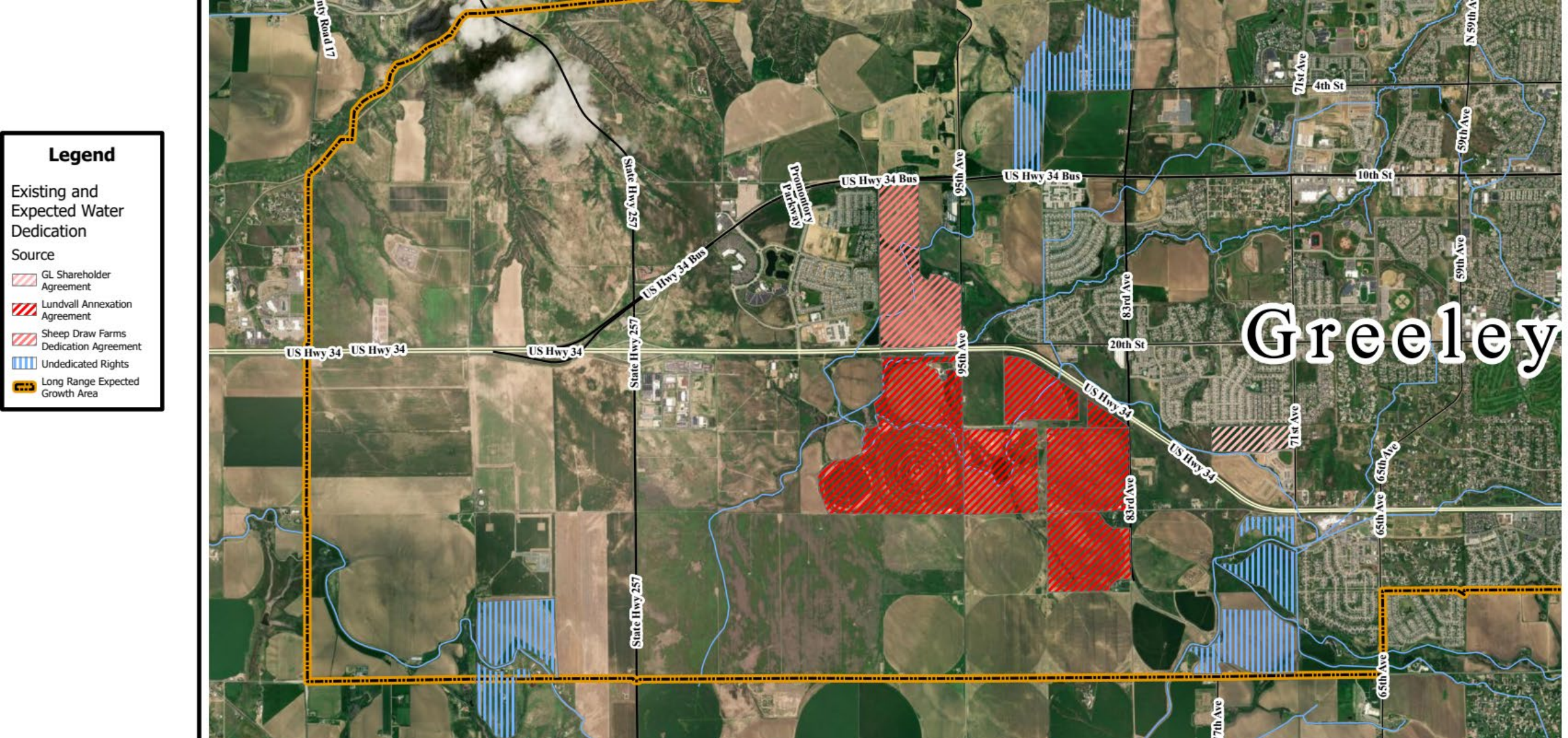
- Terry Ranch Water Supply Credit 1 Acre foot per credit
- Colorado Big Thompson (CB-T) water 0.75 Acre-feet per unit
- Cash-in-Lieu of water dedication = \$56,500/Acre-foot (2025)
 - Buying into the water resources portfolio acquired by the Board/City over decades



Non-Potable Irrigation Planning

Future Demand Analysis (2021)





Expected raw water dedication from Western Greeley properties

Analysis on Raw Water Dedication



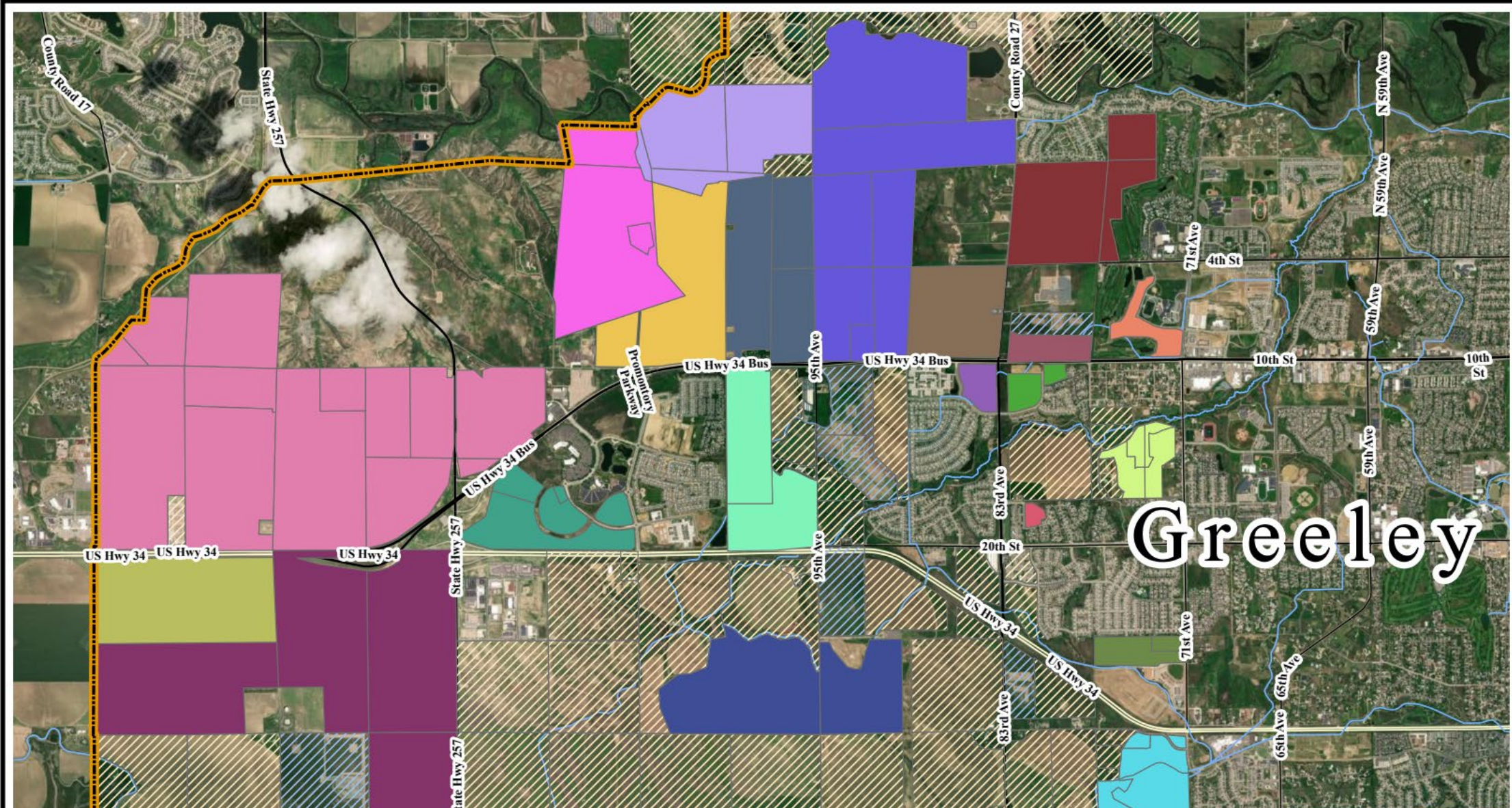
Existing and Expected Raw Water Dedication from Greeley Farms with Future Development Plans

- Existing Raw Water Dedications: 562 Acre-feet of water prededicated
- Expected Raw Water Dedications: 1992 acre-feet of water expected from future dedications
 - Primarily from shares subject to 2001 Lundvall Annexation agreement

Legend

Future Development

- Boomerang Build to Rent
- Cache
- Cobblestone
- Delantero
- Ells Property
- Hertzke
- Lake Bluff
- Poudre Heights
- Poudre River Ranch
- Sheepdraw Farms
- Triple Creek Development
- Union Colony West
- Wiedeman Farms
- Cascadia
- Promontory
- Boomerang Ranch
- Chismar PUD
- Mountain Vista
- Two Rivers Marketplace
- Uptown
- West Greeley Commons
- No Development Activity
- Oil & Gas
- Long Range Expected Growth Area



Future Proposed development west of 71st Avenue

Staff Analysis on Future Demands



Existing and Expected Raw Water Dedication from Greeley Farms with Future Development Plans

- Estimated Requirements:
 - Most developments are in too early of a stage to know precisely how much water will be required
 - 7,850 acres of future development
 - 17,250 acre-feet of raw water could be required
- Known Requirements:
 - 235 Acre-Feet for West Greeley Entertainment District
 - 150 Acre-feet for approved residential developments

West Greeley and Cascadia Preliminary Site Plan



Site Plan – West Greeley Entertainment Catalyst Project



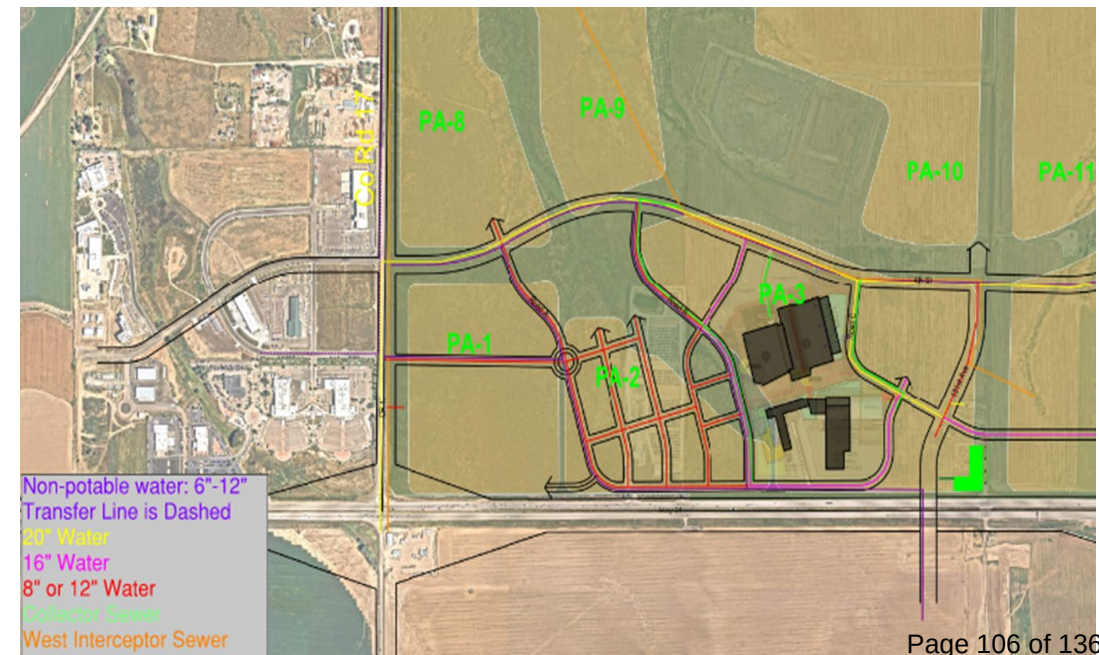
- 1** Arena & Youth Hockey Center
- 2** Plaza
- 3** Resort & Spa
- 4** Waterpark
- 5** Conference Center
- 6** Cascadia Falls
- 7** Intermodal Hub & Parking
- 8** 131st Ave. Overpass & Center Loading Bus Station
- 9** HWY 34 & CR 17

West Greeley Catalyst Project

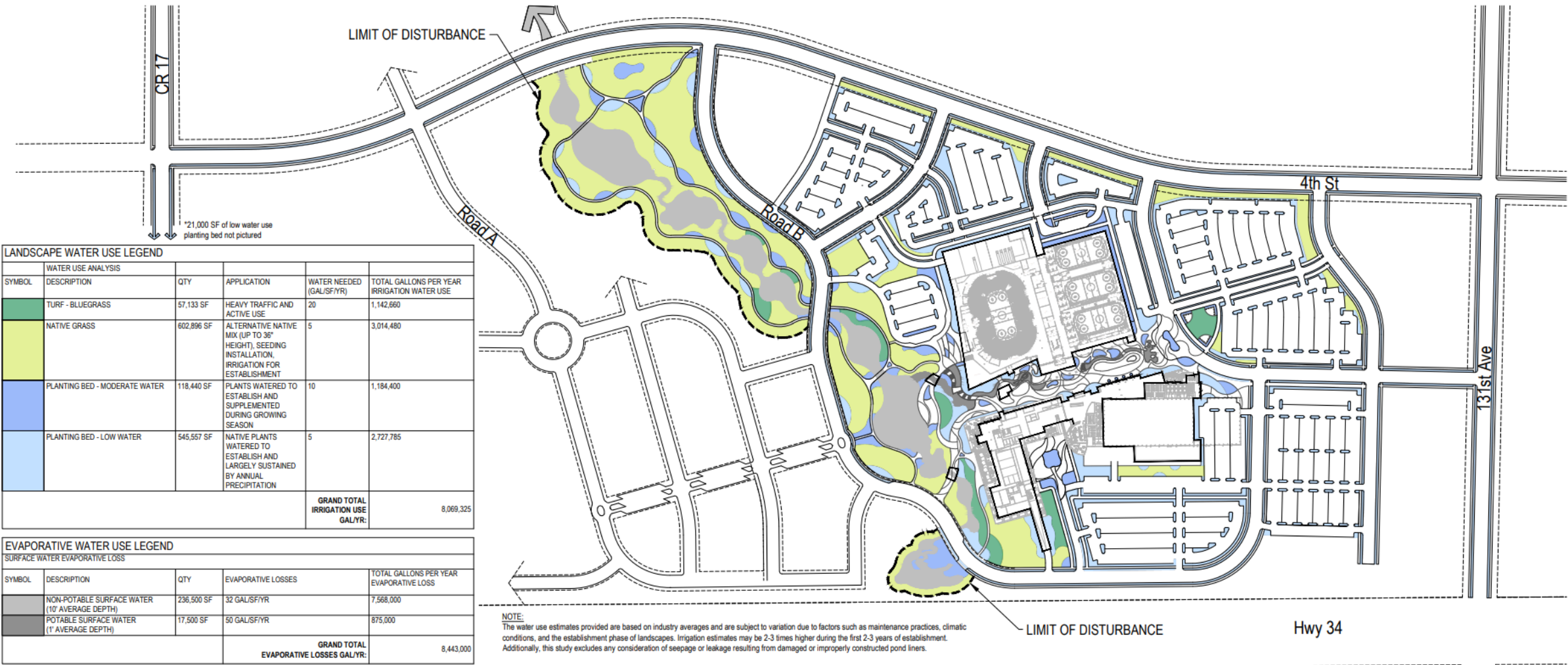
- Water Utilities Infrastructure and Raw Water Analysis

Analysis of water, wastewater and non-potable infrastructure sizing and service area

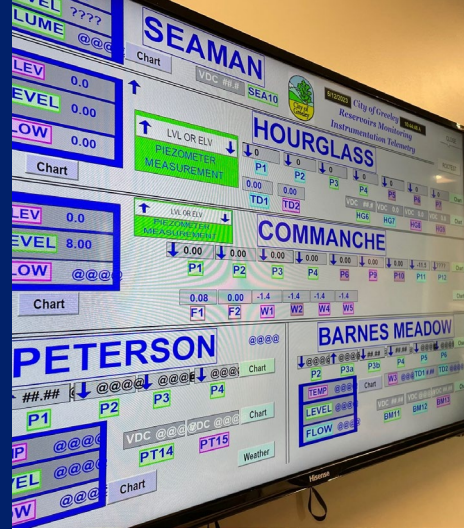
- Some elements of utilities infrastructure benefit the entire rate base – ex. 60" Bellvue pipeline extension through site
- Some Benefit all property in West Greeley on both sides of Hwy 34 – ex. WW Trunk mains to Windsor WWTP
- Some elements only benefit the catalyst project and adjacent development
- Raw Water – update
 - ~ 165 AF for indoor uses
 - ~ 70 AF of exterior non-pot irrigation & aesthetic uses



West Greeley Catalyst Project Landscape Plan



Conclusions



Water & Sewer Board and City Leaders have been planning for urban growth, increased treatment and delivery requirements, and increased water demands for more than 75 years; and

- Current supplies and storage are adequate for near term growth, and city should continue to adaptively manage based upon Integrated Water Resource Plan (IWRP)
- As growth occurs on dry land, and Terry Ranch Credits are redeemed with the city, more surface supplies will be fully utilized
- Nearly 8,000 acres of growth area will likely require ~ 17,000 AF/yr. of water supply
- Water Treatment, Transmission, Treated Storage, and Distribution system projects will need to be enhanced along with growth as described in Master Plans and CIP
- Raw water requirements and Plant Investment Fees will recapture economic impact of adding each new connection to the Greeley water system
- W&S Staff will present to Board IWRP adaptive management analysis on March 19th



Water & Sewer Agenda Summary

February 19, 2025

Key Staff Contact: Dena Egenhoff, Water Conservation Manager

Title:

Annual Water Conservation Report

Summary:

The 2022 Water Efficiency Plan (WEP) introduced a comprehensive strategy incorporating a triple bottom line approach, prioritizing water efficiency for a sustainable future. It emphasized three key pillars: community welfare, economic prosperity, and effective water conservation management. Staff will outline the outcomes of the 2024 Water Conservation initiatives, detailing the projected water savings for that year. Furthermore, to ensure ongoing monitoring and transparency, annual scorecards for 2025 have been developed to track progress and maintain accountability. Staff will provide a summary of the achievements and future water conservation insights.

Recommended Action:

None

Recommended Motion:

N/A

Attachments:

1. Annual Water Conservation Report



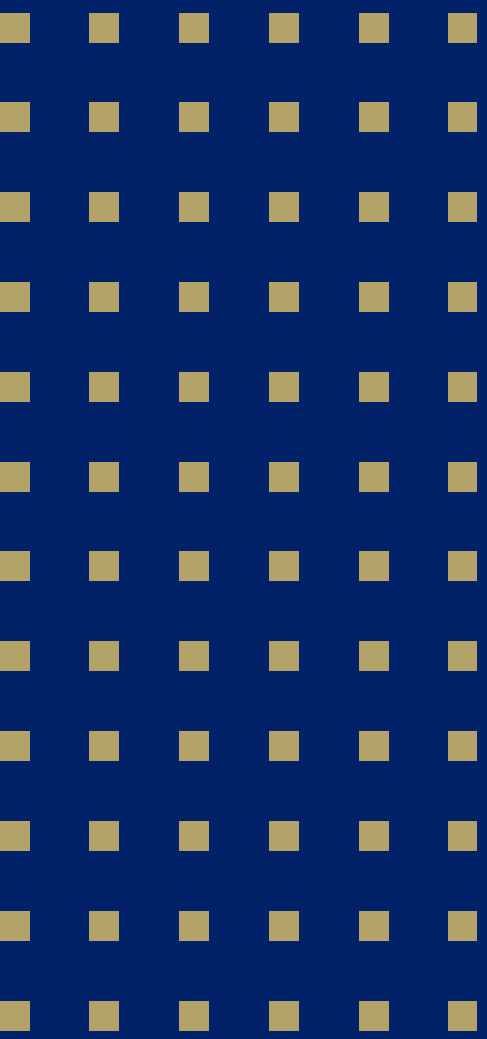
Annual Water Conservation Report

Dena Egenhoff
Water Conservation Manager

Agenda



- 2022 Water Efficiency Plan
- 2024 Water Conservation Programs
- 2024 Water savings estimates
- 2025 Score Cards-goals and objectives

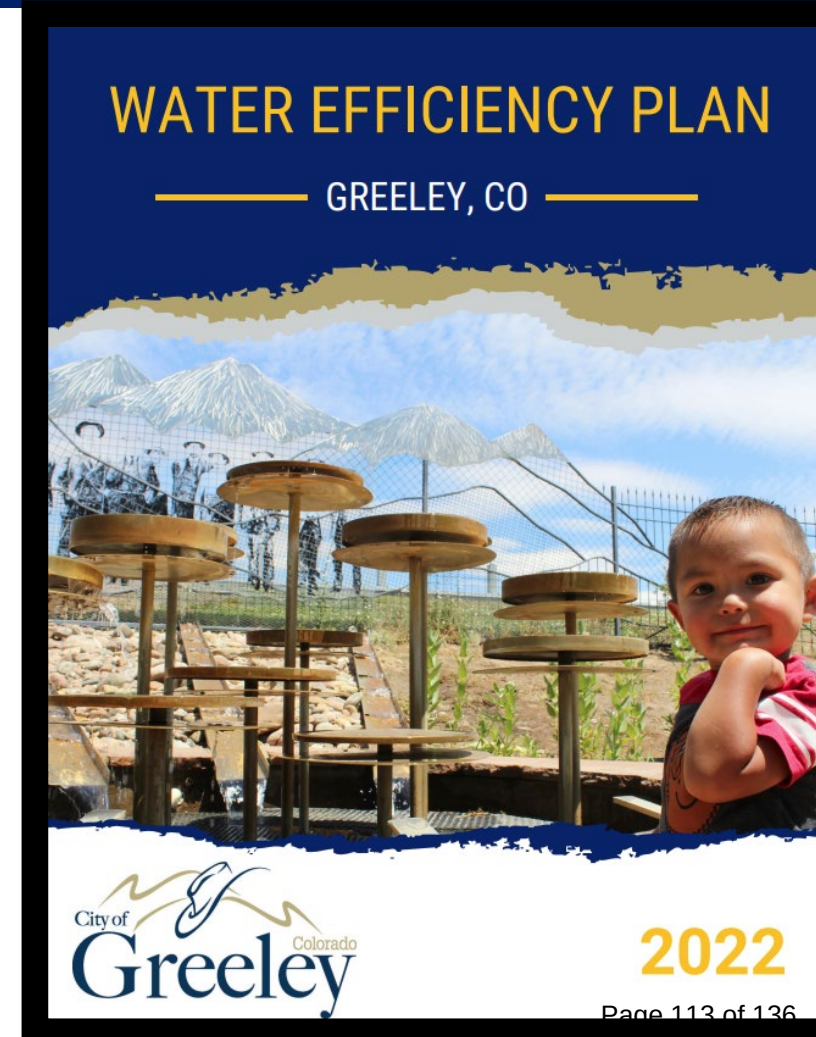
A decorative graphic on the left side of the slide, consisting of a grid of small gold squares arranged in 10 rows and 6 columns.

2022 Water Efficiency Plan

2022 Water Efficiency Plan (WEP)



- Technical document required by the State
- Guide to sustainable water future
- Create efficiencies, synergies, and consistencies among policies, plans, projects and programs
- Maximize cost savings opportunities
- Create goals to measure success and progress



WEP Triple Bottom Line

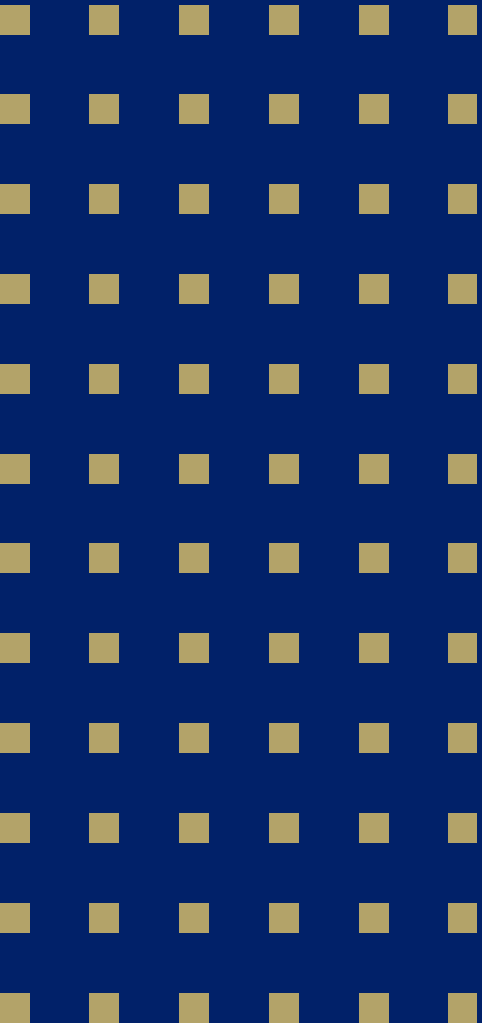


- Total future water savings 2022- 2030

TBL Type	Acre-Feet
Community	386
Prosperity	1,363
Water Conservation Management	285
Total	2,034

- Average yearly savings 226 AF/year

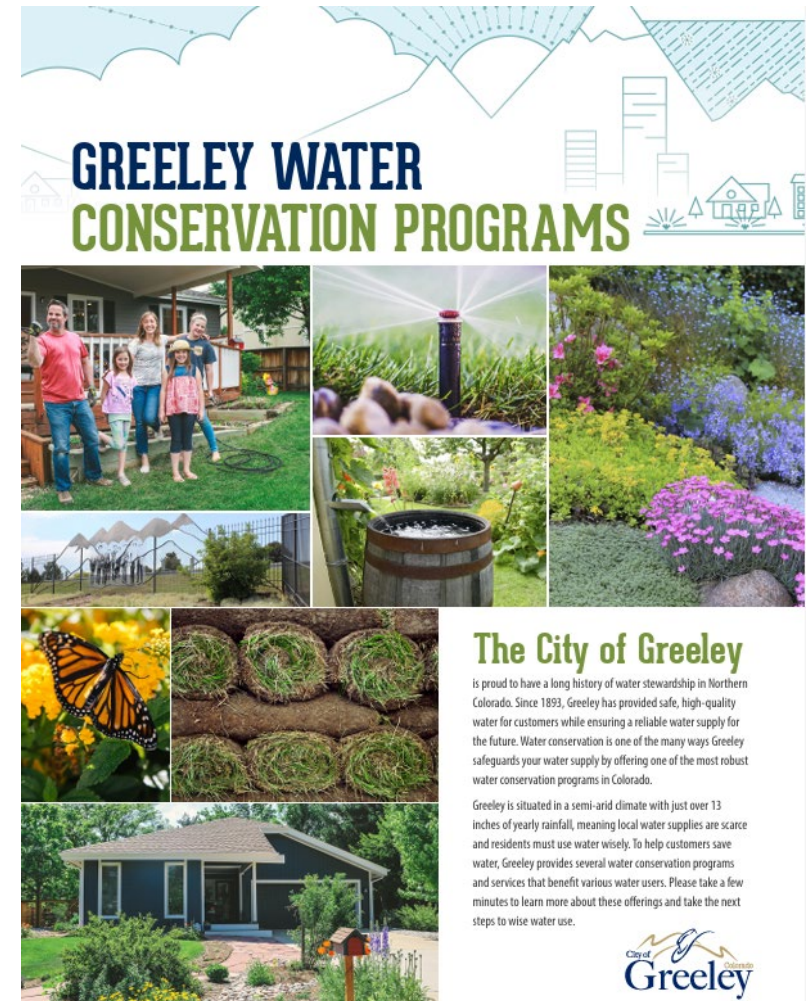


A decorative graphic on the left side of the slide, consisting of a grid of small gold squares arranged in 6 columns and 12 rows.

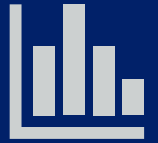
2024 Water Conservation Programs and Highlights

Water Conservation Programs

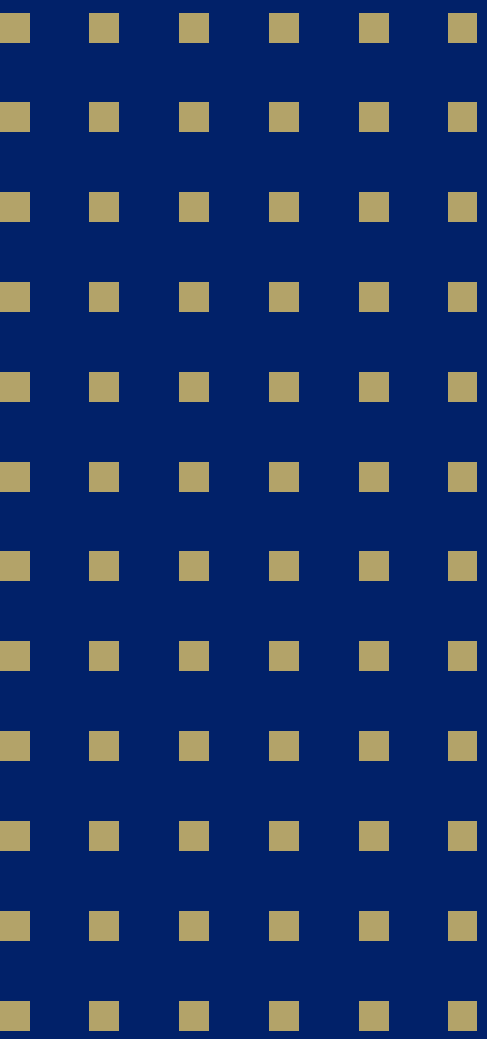
- Water Assessments (Indoor and Outdoor)
- Rebates
- Discounts and free items
- Assistance Programs
- Online Water Efficiency Tools
- Education Programs



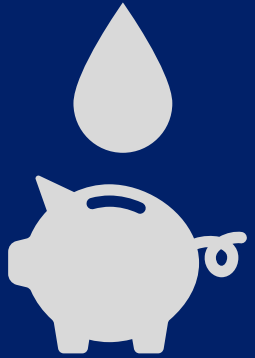
2024 WC Highlights



2024 Water Conservation Highlights	Totals
Water Assessments (Outside)	91
Water Assessments (Inside)	114
Rebates	6,486
Give-a-ways (showerheads/aerators)	49
Life After Lawn square foot of turf removed	197,973
Advance meter infrastructure (AMI) installed	8,991
Leaks detected	58,642
Customer outreach through water reports	16,196

A decorative graphic on the left side of the slide, consisting of a grid of small gold squares arranged in 10 rows and 6 columns.

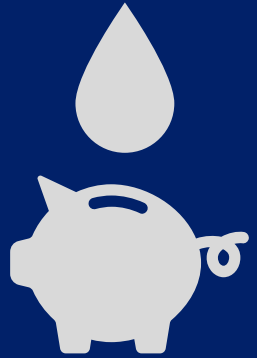
2024 Water Savings Estimate



2024 Water Savings Estimate

TBL Type	Acre-Feet
Community	94
Prosperity	538
Water Conservation Management	14
2024 Total	646

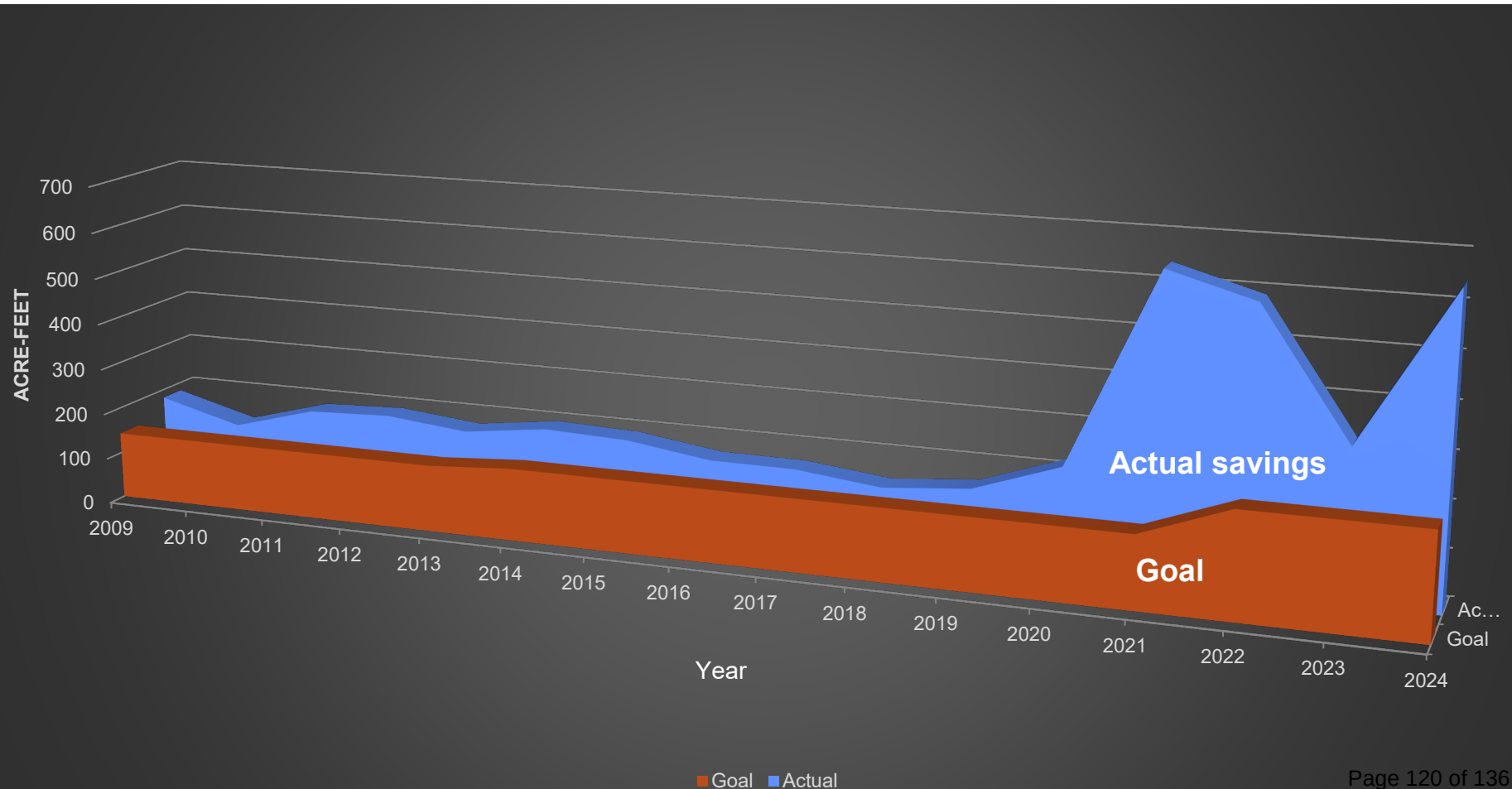


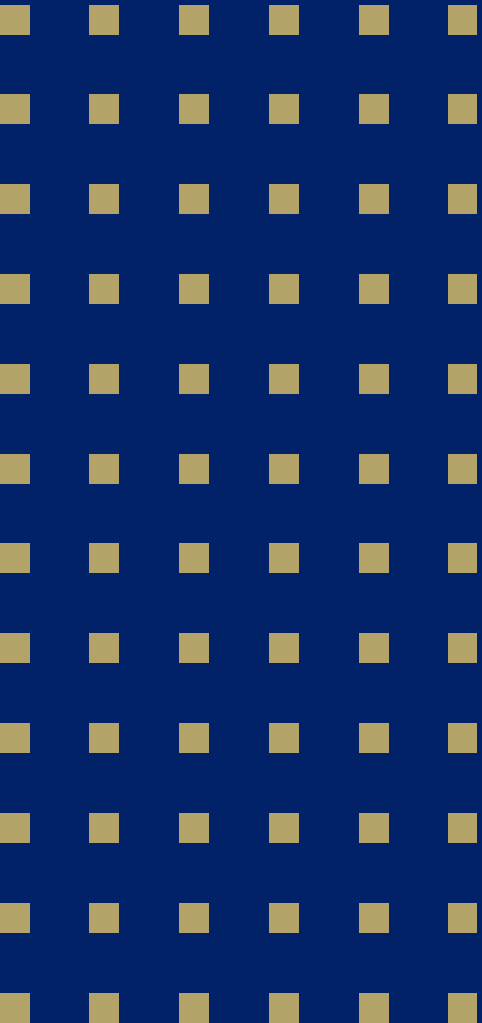


Largest Benefits

- AMI meters
- Leak Alerts (based on AMI data only)
- Rebates
- Life After Lawn
- Education/outreach

Water Savings Estimate



A decorative graphic on the left side of the slide, consisting of a grid of small gold squares arranged in 10 rows and 6 columns.

2025 Score Cards

Score cards

Community	Performance Indicators
Education- Lectures Series (webinars), Presentations, and Tours	• Work to partner with planned events/workshops • Utilize marketing strategies to increase participation • Include translations opportunities in materials and presentations

Prosperity	Performance Indicators
Rebates and Incentives	• Annually review of rebate program including alignment with state and federal standards, industry changes, and City and Department goals and data-driven decision on rebate performance. • Annual review of return on investment and water saving calculations. Monitor programs effectiveness.

Water Conservation Management	Performance Indicators
Organizational Collaboration (Internally)	• Foster alignment with internal City partnerships to enhance water conservation methods • Enhance the data set and quantify the park's water budget for improved accuracy • Align assets in the field identified by Water Conservation to rectify any discrepancies
Land Use	• Leverage the Water Budget across all customer classes to optimize outdoor water use • Aid in the development of effective methods to boost soil amendments, improve Section 6 plan reviews, and address lawn variances. • Actively promote waterwise landscapes and establish demonstration garden areas.
Water Conservation Development	• Align performance goals with annual scorecard • Provide training, leadership and certification opportunities for staff • Enhance overall efficiency by implementing cross-training initiatives, thoroughly documenting operations and procedures, increasing internal mobility, and fostering a culture of collaboration.
Financial Resources and Budget	• Timely submission of the Conservation Budget • Track budget and current grants • Measure the return on investment for programs/projects
Reporting	• Track, compile and submit the mandated reports (HB1051, M36, AMI and other grant reports) • Align data analyses with program priorities
Water Loss	• Internal collaboration to reduce water loss • Incorporate leak notifications through customer service business processes • Conduct data analyzes on locations of leaks
Facility Maintenance	• Redesign and implement a new irrigation system at the Reservoir Rd. garden • Ensure the upkeep of two demonstration gardens • Develop a structured maintenance plan to guide and optimize care of the demonstration gardens • Establish sustainable methods for accommodating future EV/Hybrid vehicles
Customer Information System (CIS)	• Commit to a two-year initiative to ensure the successful launch of the new CIS • Undertake comprehensive database clean-up, management, and documentation processes • Develop and implement report outputs to streamline and enhance operational processes



2025 Score Cards

Highlights of Goals and Strategies

Community

- Education
- New Customer Portal
- New website
- Increase GIS capabilities
- Strategic Marketing Plan
- External Collaboration

Prosperity

- Rebate forms
- Flush and Flow
- LILAC
- Leak detection

Management

- Collaboration within the City
- Data driven programs, policies and procedures
- Compliance and Reporting to Federal, State and local
- Land Use
- Utility Billing System



Thank you





Water & Sewer Agenda Summary

February 19, 2025

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. Based on our review of the December 2024 Water Division 1 Resume, staff and water counsel recommend that the Water and Sewer Board authorize filing statements of opposition by the end of February 2025 to the following water court applications:

1. Case No. 24CW3168: This is an application by Arapahoe County Water and Wastewater Authority and East Cherry Creek Valley Water and Sanitation District. They are seeking a new recharge right under the Western Mutual Ditch company, which is located just upstream of the confluence of the South Platte River and St. Vrain Creek. Greeley's interest in this application is that applicants are claiming the right to store recharge credits in the Serfer Pit, which is located off the Cache le Poudre River near the Whitney Ditch headgate just west of Windsor. The only way to get recharge credits into Serfer pit is via an exchange. We recommend that Greeley file a statement of opposition to ensure that recharge credits may only be stored in Serfer Pit pursuant to the terms and conditions that Greeley negotiated in prior ACWWA/ECCV exchange decrees to ensure that Greeley water rights are not injured.
2. Case No. 24CW3170: The Town of Milliken is seeking to increase the capacity of one of its municipal wells from 100 gpm to 350 gpm. The Town is also seeking to increase the decreed capacity of two wells used as augmentation supplies. We recommend that Greeley files a statement of opposition in this case to ensure all out of priority depletions to the Big Thompson River are replaced in time, location and amount in order to prevent injury to Greeley's water rights, particularly its exchanges up the Big Thompson River, and that the Town of Milliken does not over-extend the use of its augmentation wells in a way that results in unreplaced out of priority depletions to the Big Thompson River.
3. Case No. 24CW3183: This is an application by the City of Aurora to change mutual ditch company shares on three South Platte ditch systems – the Lupton Bottom, Lupton Meadows and Meadow Island No. 1 – all located near upstream of the confluence of the South Platte and St. Vrain Creek. The application also seeks to exchange the changed water rights and a plan for augmentation, which will allow Aurora to replace return flows with sources located downstream of the changed water rights. Included in Aurora's list of water rights that it may use to replace return flows are shares in the Whitney Ditch that were previously changed by Great Western. The Whitney Ditch diverts from the Poudre just west of the Town of Windsor and runs through Water Valley and the southern half of Windsor. The Whitney change cases limited use of the shares to the lands owned by Great Western at the time. We recommend that Greeley files a statement of opposition to understand how Aurora proposes to use the previously changed Whitney Ditch shares and to ensure that any change in the use of those shares will

not injure Greeley's water rights.

4. Case No. 24CW3184: East Larimer County Water District (ELCO) has filed an application for diligence and to make absolute a portion of exchanges that were originally decreed in Case No. 03CW442 and involve ELCO owned WSSC shares. ELCO's exchanges operate in the same area and reach of the Poudre River as a number of Greeley's water rights. We recommend that Greeley files a statement of opposition to confirm that the absolute portion of the exchanges being claimed by ELCo have been operated in priority and in the amounts claimed.

Recommended Action:

Staff and water counsel recommend authorizing filing statements of opposition in Division 1 Case Nos. 24CW3170, 24CW3183, and 24CW3184.

Recommended Motion:

"I move that the Board authorize filing statements of opposition in Case Nos. 24CW3170, 24CW3183, and 24CW3184 and for staff and legal counsel to seek resolution of issues raised by these cases consistent with Water and Sewer Board Resolution No. 3, 2015."

Attachments:

None



Water & Sewer Agenda Summary

February 19, 2025

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:

1. Water Industry Education and Advocacy Events
 - o 10th Annual Poudre River Forum in Greeley at Aims CC Welcome Center on 3/7/25
<https://poudreheritage.org/poudre-river-forum/>
 - o Colorado Water Conservation Board Meeting
March 19 and 20 in Greeley
<https://cwcb.colorado.gov/board-meetings>
 - o BizWest Confluence Water Summit
April 3, 2025 - at Aims Welcome Center
<https://events.bizwest.com/confluence-colorado-water-summit-and-net-zero-cities/>
 - o Northern Water 2025 Spring Water Symposium
Tuesday, April 8
2. Update information on parking for Board and Commission members
3. Reminder of rescheduling April Board meeting to April 14th
4. Upcoming federal advocacy on water infrastructure funding, utility affordability programs, and watershed health and flood resiliency programs
5. Update on resident reimbursements for damage caused by the Crow Creek high pressure event

Recommended Action:

None

Recommended Motion:

N/A

Attachments:

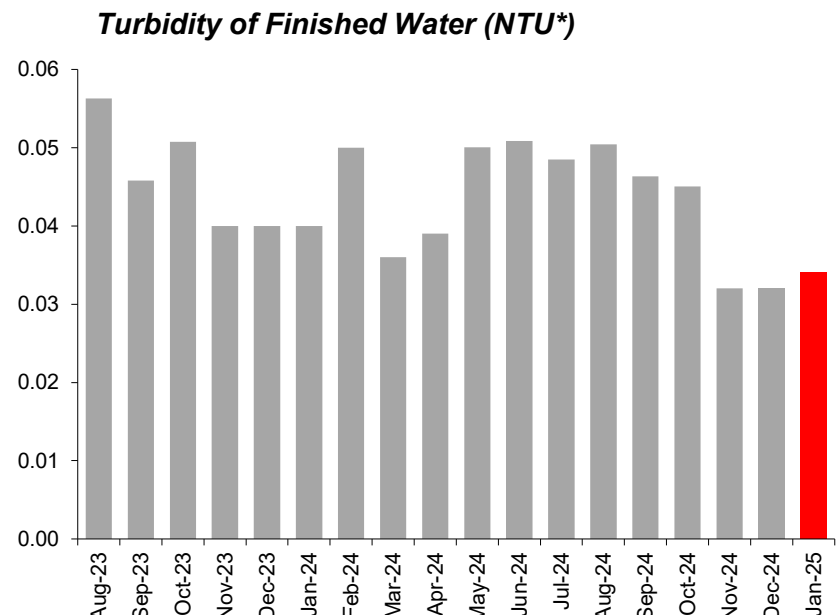
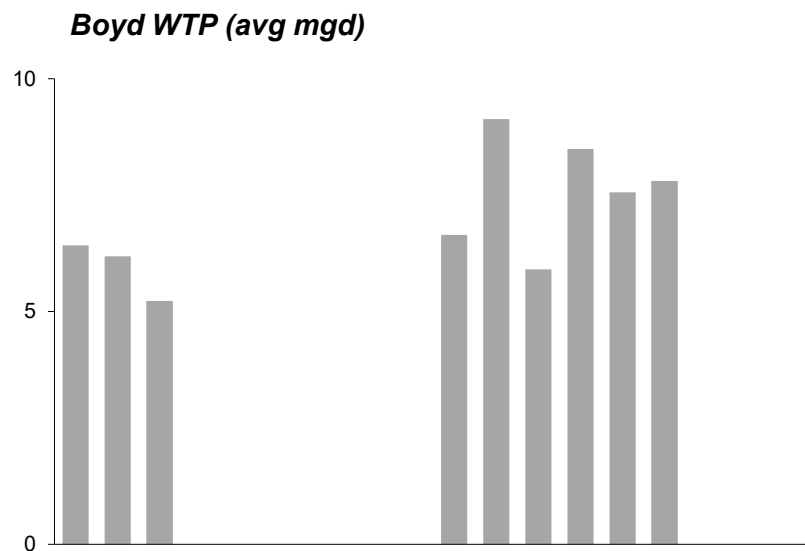
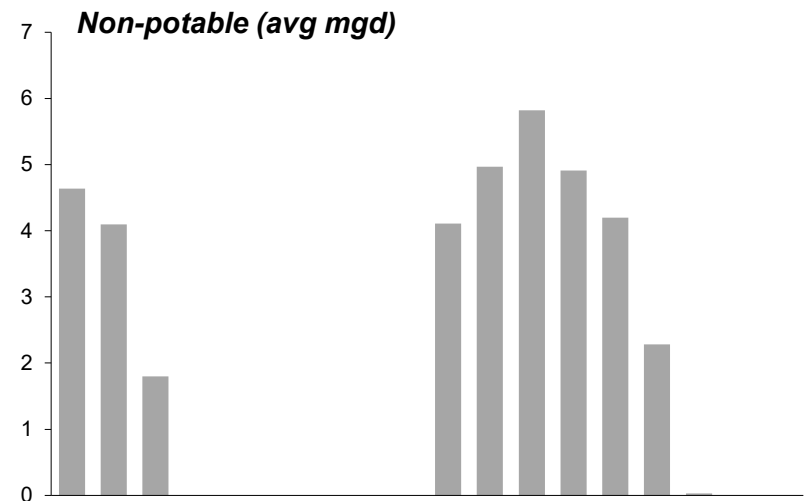
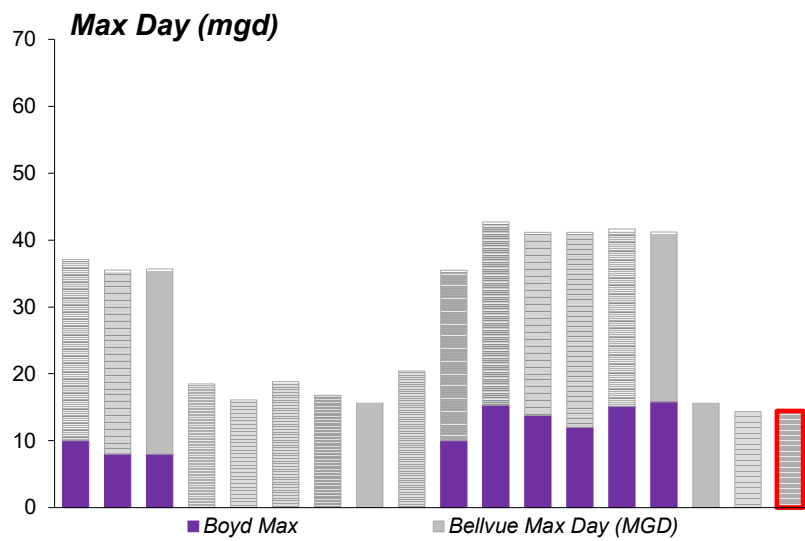
1. Board Meeting Charts_2025
2. Poudre Forum 2025
3. Northern Water Spring Water Symposium Agenda

Water Treatment

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

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

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



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

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

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

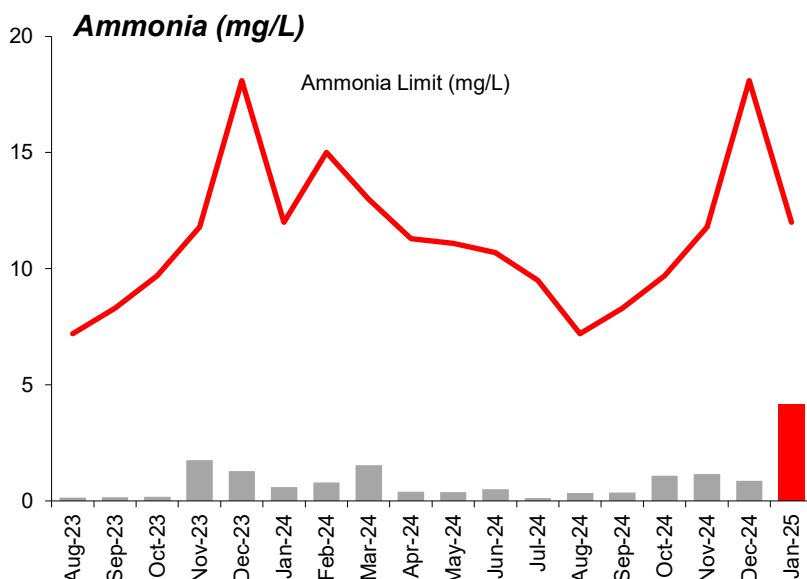
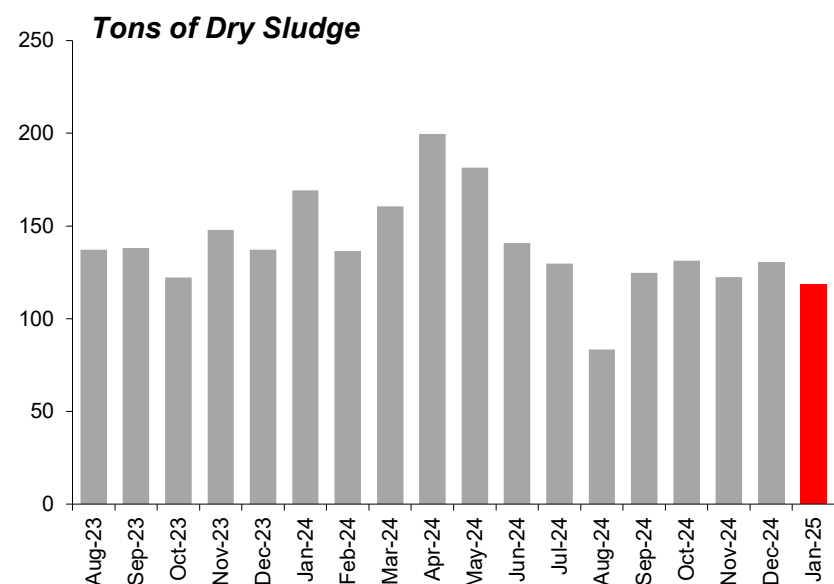
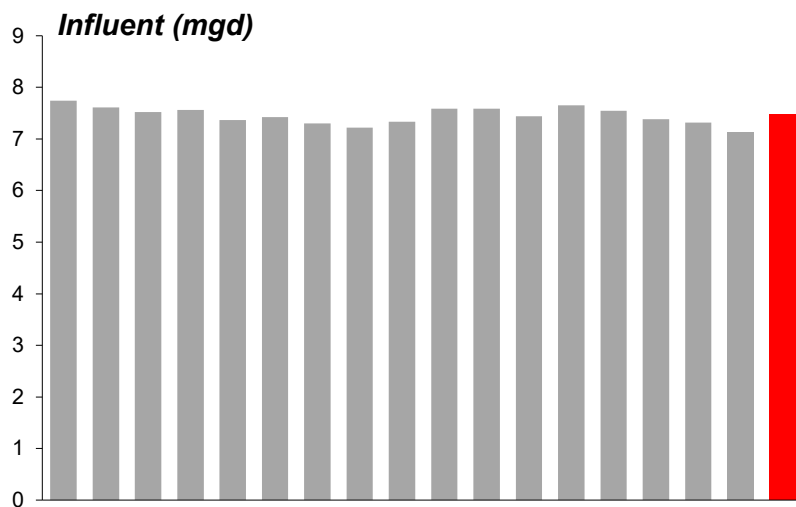
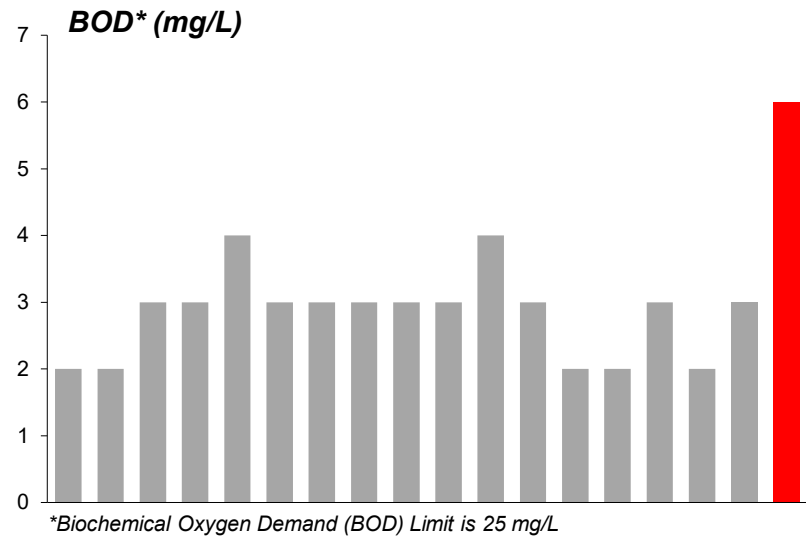
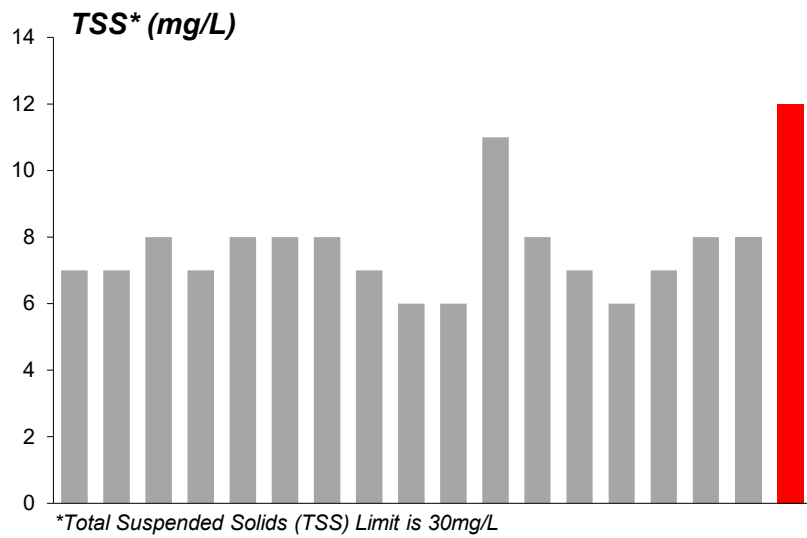


Wastewater Treatment

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

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

Note: the red column indicates the current month.



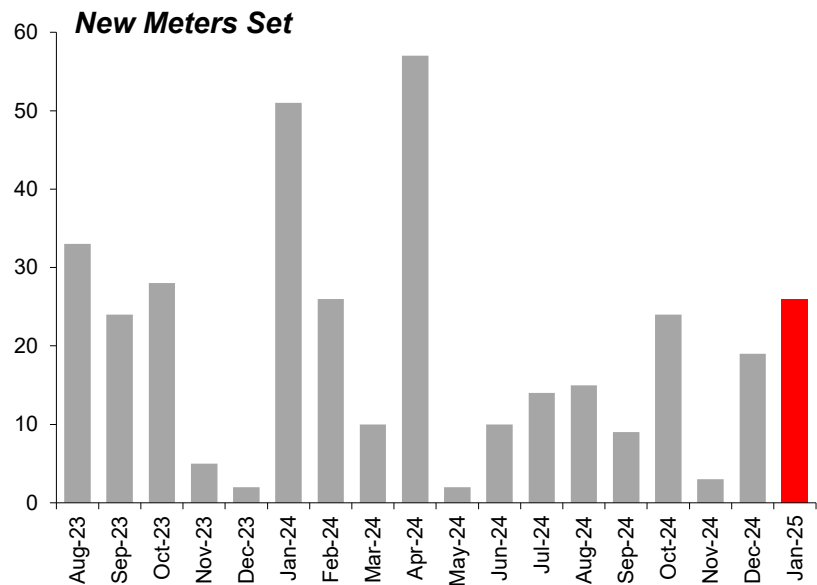
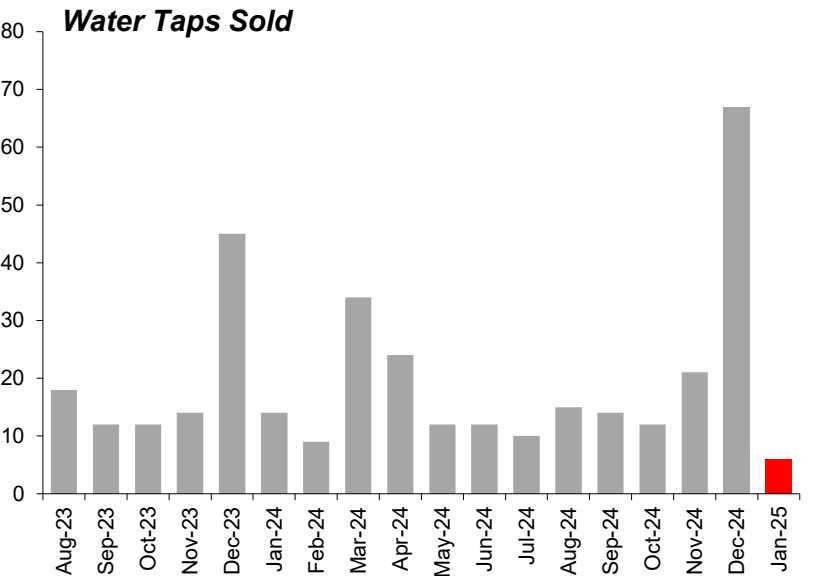
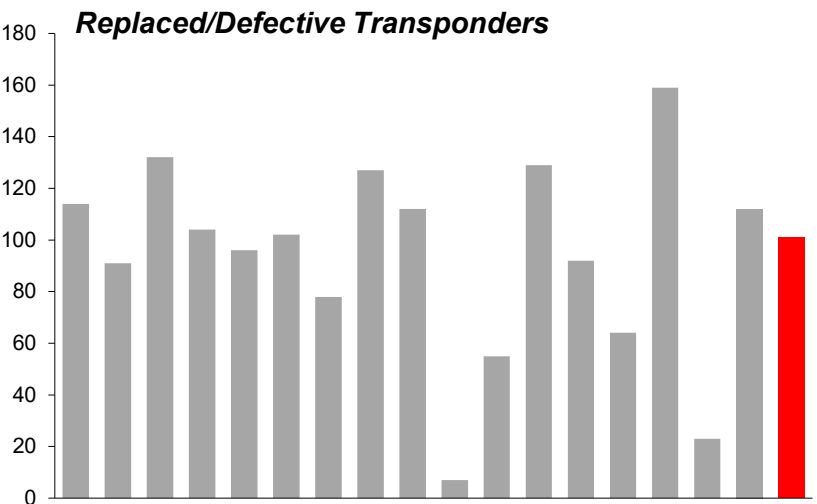
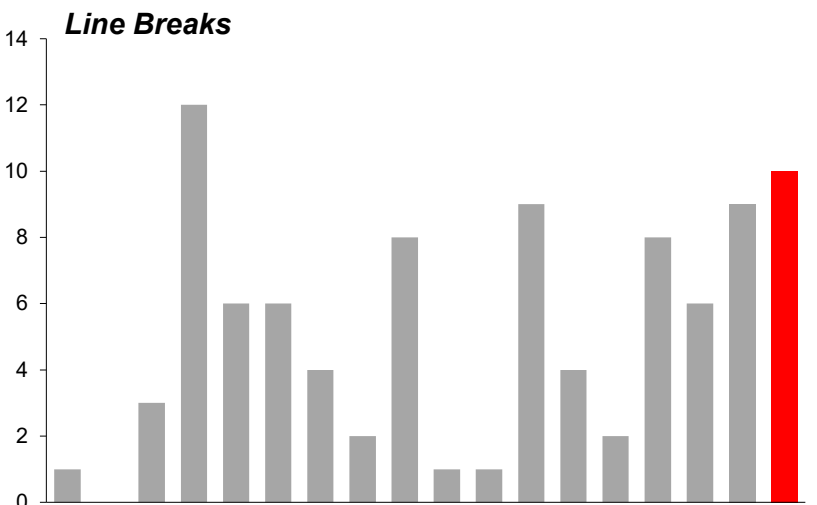
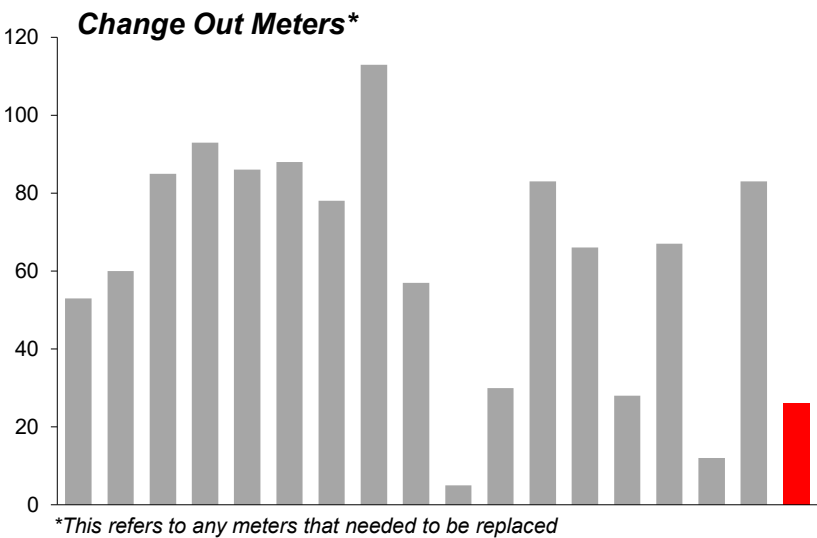
Water Distribution

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

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

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

Note: the red column indicates the current month.



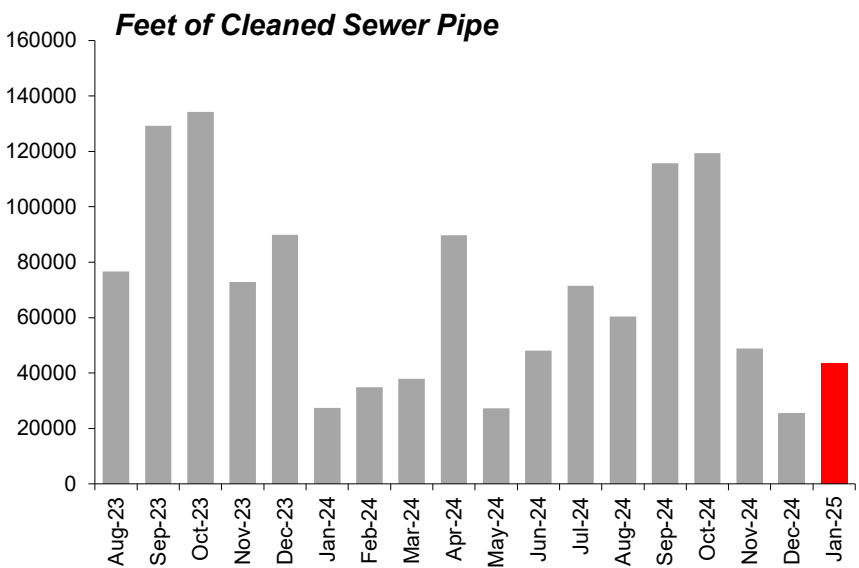
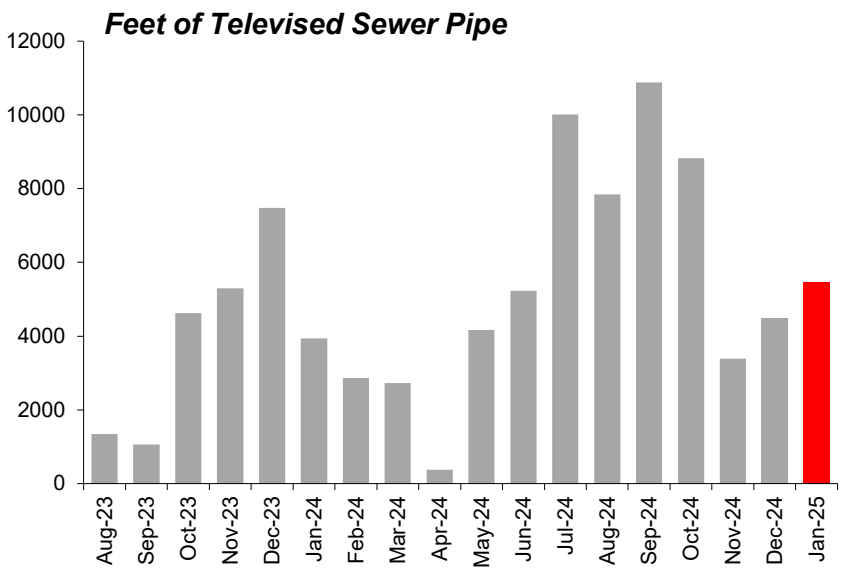
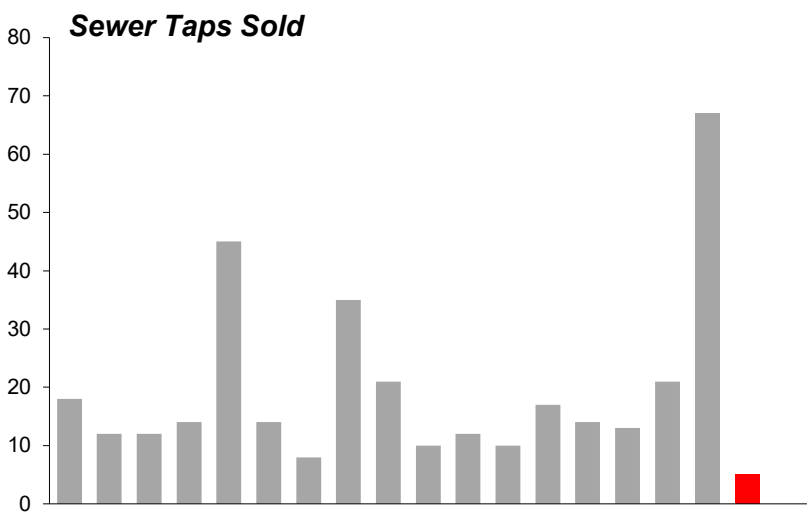
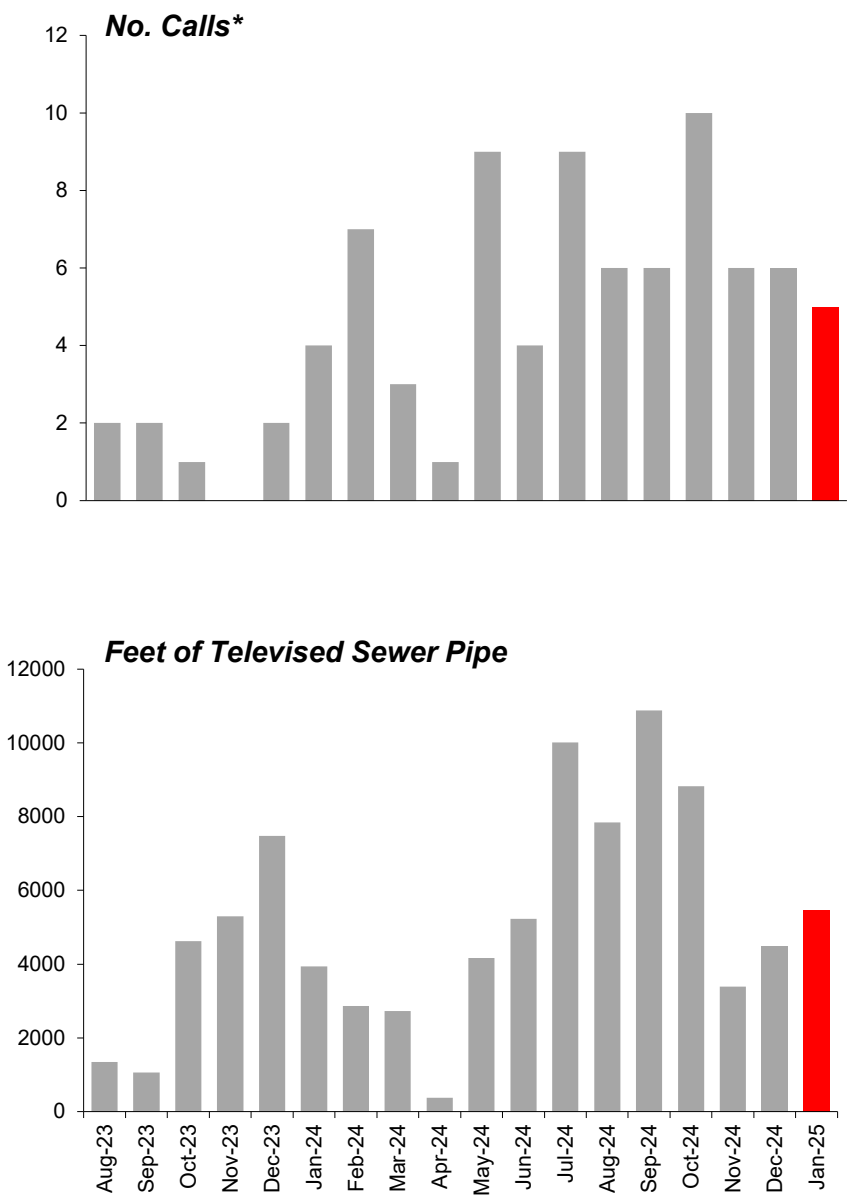
Wastewater Collection

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

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

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

Note: the red column indicates the current month.

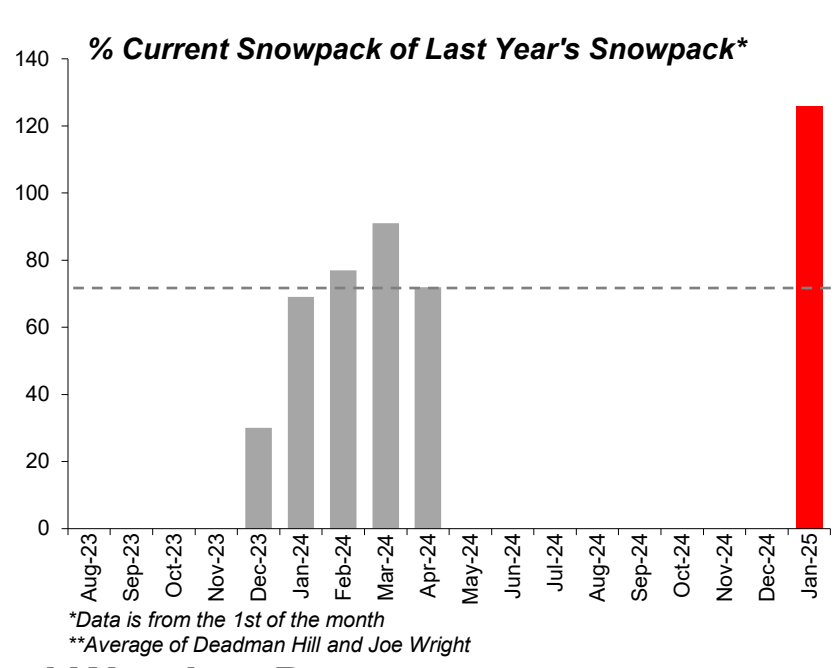
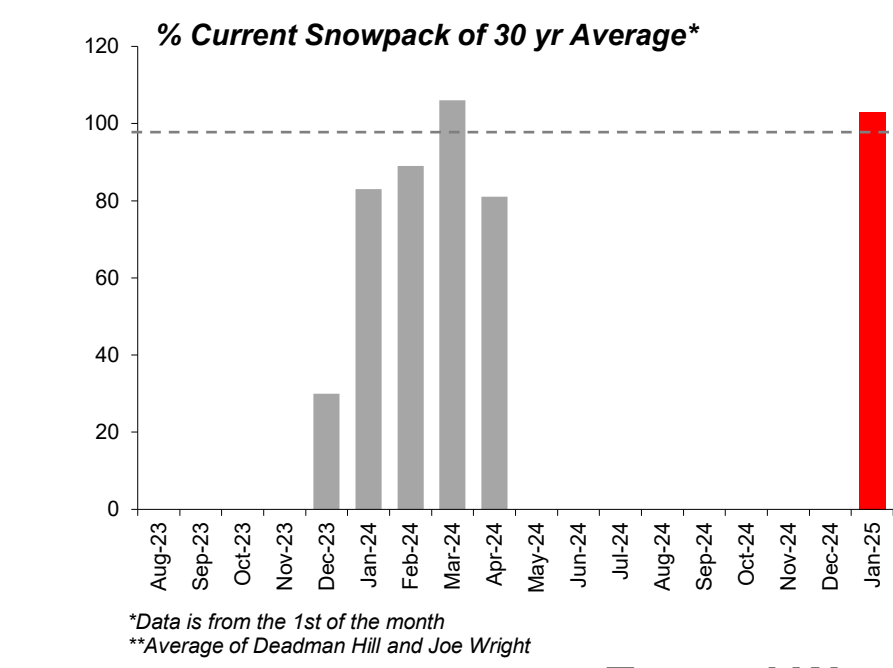
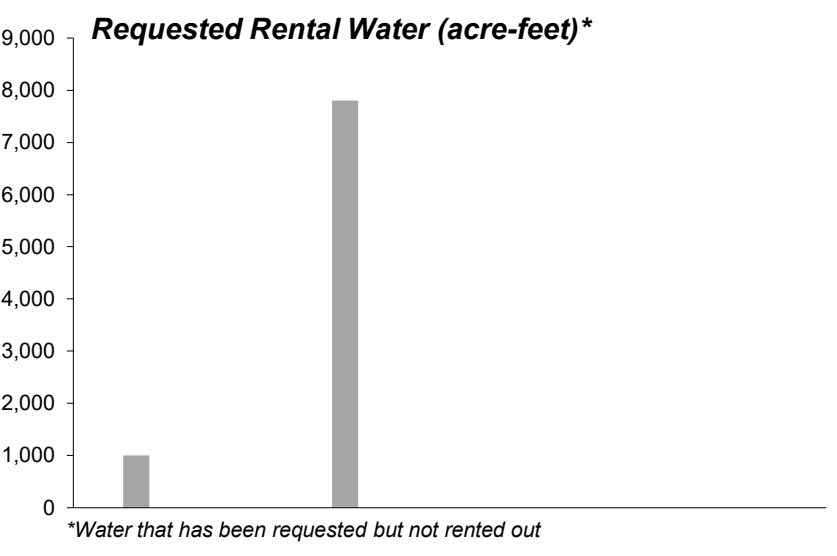
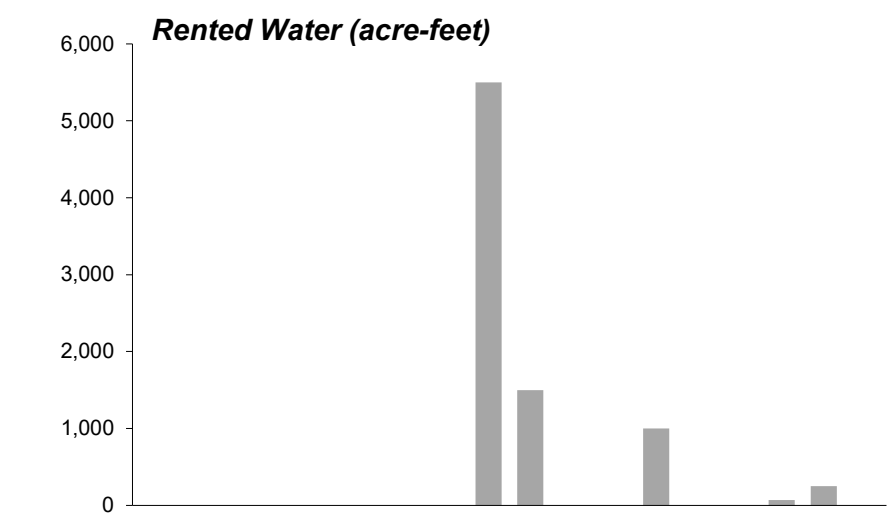
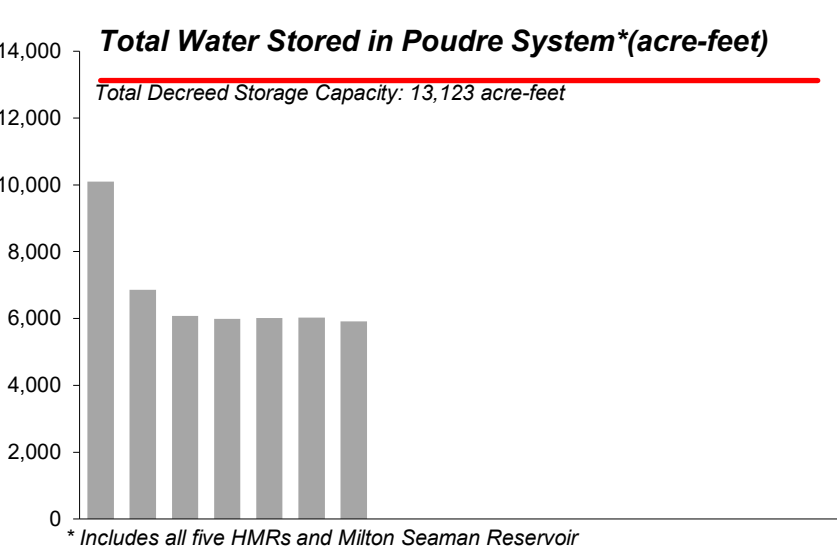
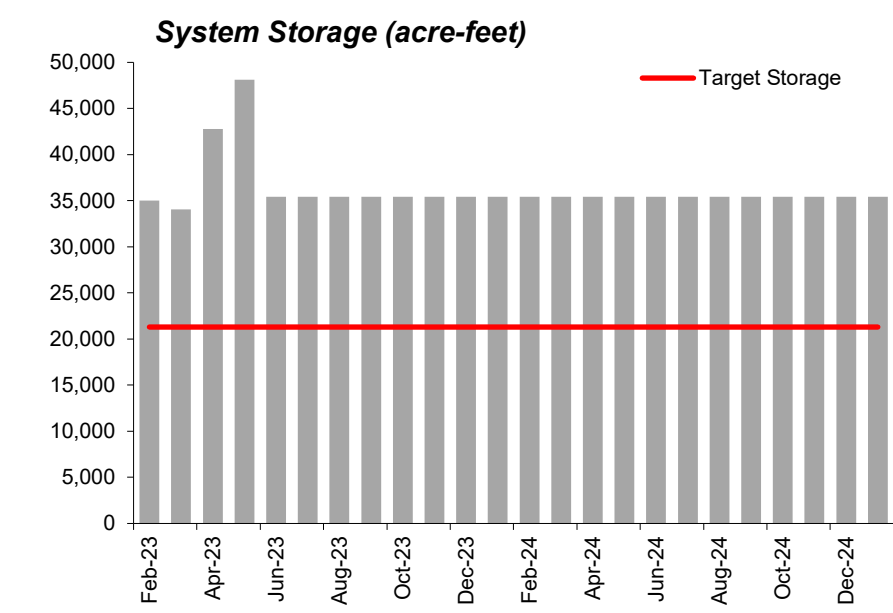


Water Resources

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

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

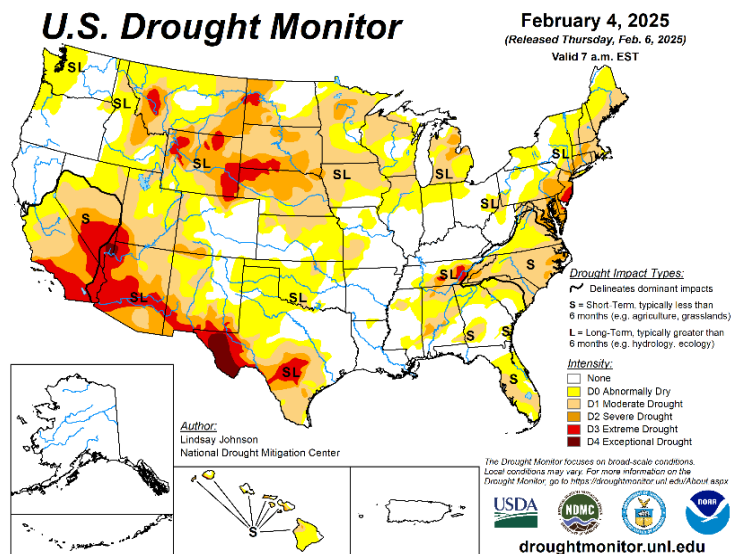
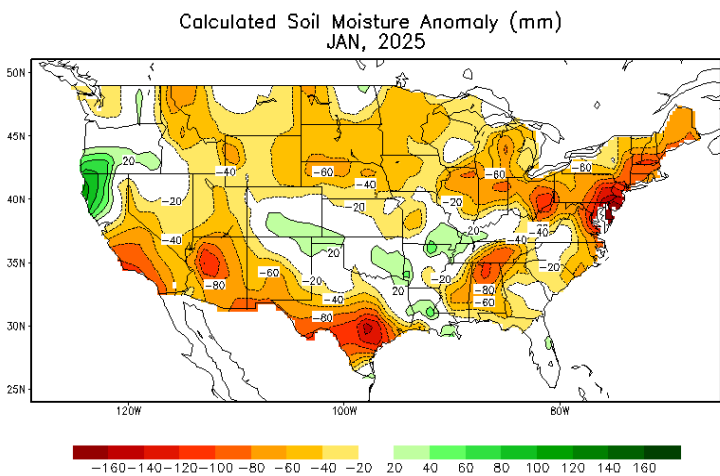
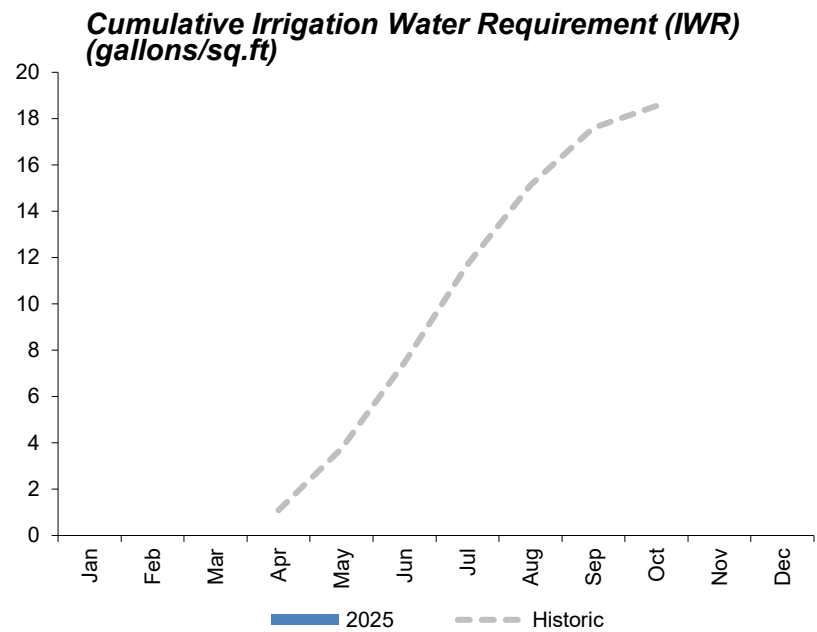
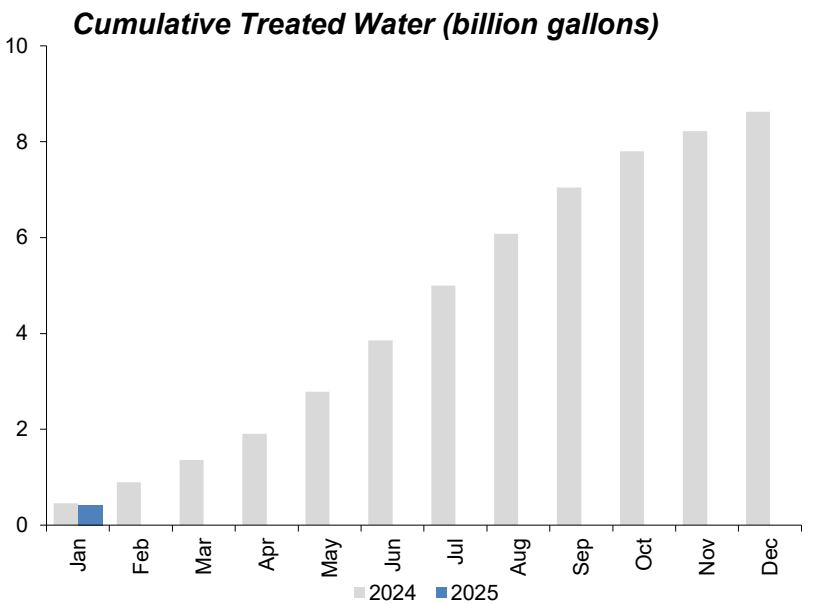
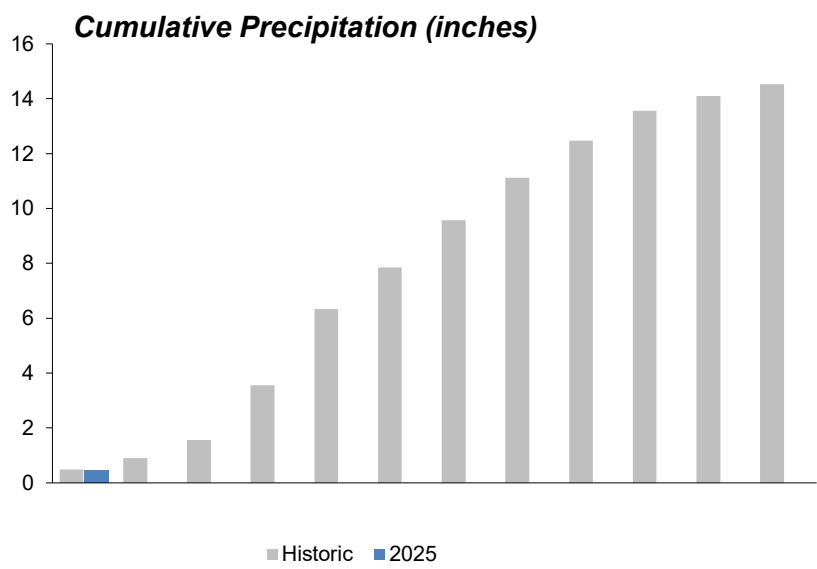
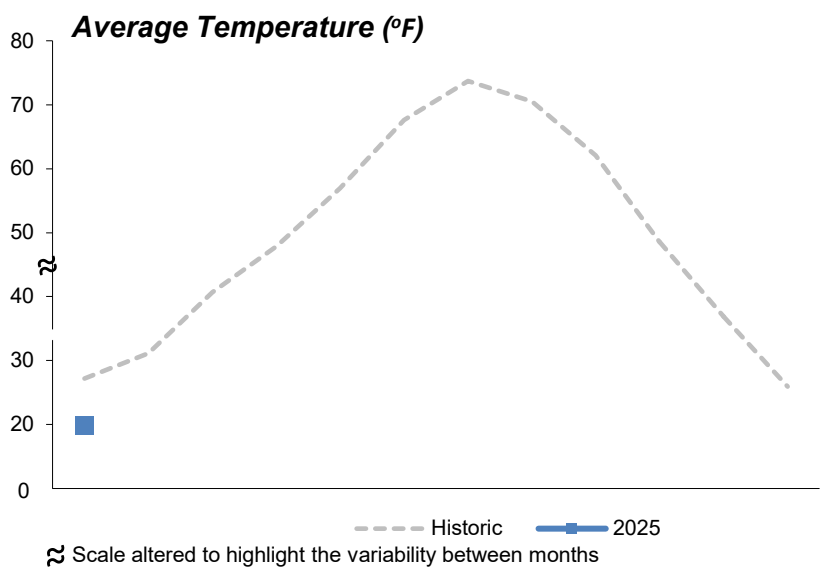
Note: the red column indicates the current month.



Treated Water and Weather Data

January was an exceptionally cold month with an average daily temperature of just 19.91°F.

Greeley received 0.45 inches of precipitation in January.



10th Anniversary POUDRE RIVER FORUM

WHAT TO EXPECT

Food and Beverages:
A light breakfast and lunch buffet. Beverages, courtesy of Horse & Dragon Brewing Co.



Q&A Panels: A unique group of dynamic panels will discuss the upper, mid, and lower basins.



Networking: Network with water professionals.



Poudre Pioneer Award Ceremony:
Recognizing individuals who have markedly contributed to further the goal of making the Poudre River a premier example of a healthy working river.

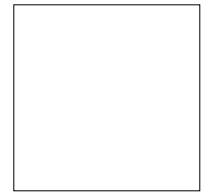
Exhibitor Gallery: Visit various exhibitor tables from local organizations who care about the Poudre River.





Spring Water Symposium

Tuesday, April 8, 2025, 9 a.m. to 3 p.m., Embassy Suites, Loveland



Scan to engage in polls
and ask questions

8-9 a.m. Check in and Networking

9 a.m. Welcome and Project Table Introductions.....**Brad Wind**
General Manager, Northern Water

9:15 a.m. Regional Trends in Water Development.....**Brad Wind, Moderator**
General Manager, Northern Water

Panel

Chris Matkins, Cobb Lake Regional Water Treatment Authority

Owner, Ally Utility Consulting

Lesli Ellis, Larimer County Water Master Plan

Director of Community Planning, Infrastructure and Resources, Larimer County

10 a.m.  Water Preservation Video (5 minutes)

10:05 a.m. Regional Water Messaging**Darren Nowels**
Senior Water Efficiency Planner, Northern Water

10:20 a.m. **BREAK, NETWORKING & PROJECT TABLE ENGAGEMENT**

10:45 a.m. Introducing Statewide Water Organizational Leadership.....**Jeff Stahla**
Public Information Officer, Northern Water

Guests

Chane Polo

Executive Director, Colorado Water Congress

TBD

TBD

11:05 a.m. What's Working: Water-Efficient Landscape Grants.....**Frank Kinder**
Water Efficiency Department Manager, Northern Water

Lyndsey Lucia

Senior Water Efficiency Specialist, Northern Water

 Grant Highlights (4 minutes)

11:35 a.m. **LUNCH, NETWORKING & PROJECT TABLE ENGAGEMENT**

12:20 p.m.	Water Year Outlook Division Engineer Update..... Aliyah Santistevan <i>Assistant Division Engineer, Division 1, Colorado Division of Water Resources</i> Water Supply Update: Spring 2025..... Luke Shawcross <i>Water Resources Department Manager, Northern Water</i>
1:10 p.m.	U.S. Bureau of Reclamation Update..... Patrick Fischer <i>Deputy Area Manager, U.S. Bureau of Reclamation</i>
1:25 p.m.	Colorado-Big Thompson Project Quota Discussion Brad Wind <i>General Manager, Northern Water</i> Luke Shawcross <i>Water Resources Department Manager, Northern Water</i>
1:35 p.m.	 Chimney Hollow Reservoir Project Update (8 minutes)
1:45 p.m.	BREAK, NETWORKING & PROJECT TABLE ENGAGEMENT
2 p.m.	Working With Our Neighbors Kyle Whitaker <i>Colorado River Programs Manager, Northern Water</i>
2:30 p.m.	South Platte Salinity Update..... Karen Schlatter <i>Interim Director, Colorado Water Center</i>
2:50 p.m.	Thank You Dennis Yanchunas <i>President, Northern Water Board of Directors</i>
3-3:30 p.m.	BREAK, NETWORKING & PROJECT TABLE ENGAGEMENT

PROJECT TABLES

Please stop by the tables in the room to visit with Northern Water staff and learn more about our ongoing and future projects.

- **Chimney Hollow Reservoir Project** – Learn about the latest happenings on this new reservoir project.
- **Northern Integrated Supply Project** – Learn about the next steps in advancing the project.
- **Environmental Initiatives** – Learn about Northern Water’s environmental commitments such as watershed recovery, Kawuneeche Valley Restoration Collaborative and more.
- **Water Preservation** – Learn about Northern Water’s commitment to safeguard water resources for the current and future benefit of Northeastern Colorado.
- **Water Efficiency** – Northern Water’s program provides regional water efficiency services to maximize the use of the water we deliver, while doing so in a cost-effective, collaborative and demonstrative manner.
- **Operations** – Learn about the latest projects from our Collection and Distribution Systems departments.

*All presentations and links to videos will be emailed to attendees following the event.
Agenda revised Feb. 13, 2025*