

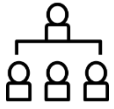
Water and Sewer Board

Regular Meeting

City Council Chambers – City Center South

1001 11th Avenue – Greeley, Colorado

March 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





Water & Sewer Board

March 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. Approval of Resolution Regarding Eminent Domain for the Terry Ranch Pipeline
6. Approve and Recommend to City Council Loveland Emergency Water Service IGA
7. Water Resource Portfolio Update
8. Water Transmission and Distribution Update
9. Legal Report
10. Director's Report
11. Such Other Business That May Be Brought Before the Board Added to This Agenda by Motion of the Board
12. Executive Session
 - a. Terry Ranch Purchase, Sale, and Raw Water Credit Administration
 - b. Northern Integrated Supply Project (NISP) Impact Mitigation
 - c. Bi-Annual Water Market Report
13. 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 February 19, 2025
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:01 p.m. on Wednesday February 19, 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 and Wastewater Operations and Maintenance Rebecca Andrus, Deputy Director of Water Resources Leah Hubbard, Office Manager Gigi Allen, Utility Finance Manager Virgil Pierce, Water Resource Administrator I Eric Clark, Plans Examiner Derek Hannon, Civil Engineer IV Cort Nickel, Administrative Assistant III Lisa Van Vorous, Water Conservation Coordinator Ruth Quade, Water Enterprise Financial Analyst Crystal Sanchez, Data Processing Clerk Hayden Busha, Key Accounts Coordinator Dennis Margheim

Legal Counsel:

Deputy City Attorney Jerrae Swanson, Senior Environmental and Water Resources Attorney Dan Biwer, Counsel to Water & Sewer Board Attorney Carolyn Burr

Guests:

James Sutherland from Wingfoot Water Resources, Dr. Michael Welsh from the University of Northern Colorado, Tyler Ammerman of Gannett Fleming

2. Approval of Minutes

Ms. Witt-Brown made a motion, seconded by Mr. Otis to approve the January 2025 Water and Sewer Board meeting minutes. The motion carried 7-0.

3. Approval of Agenda

There were no changes to the agenda.

4. Welcome New Employees and Promotions

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

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

Adam Prior discussed that 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 and issued a Demand for Corrective Action related to the potable water infrastructure located

on the property. 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.

The Board asked if there are any concerns with the sewer portion of the Greeley Mall system, Mr. Prior said there are no imminent concerns with the sewer portion of the system and let the Board know that the owner of Greeley Mall has been notified that they are required to continue to maintain the sewer portion of the system so there is no public health risk. If there is any development on the site, the owner would be required to convert it to a public system.

The Board asked how the costs would be recovered if the Owner does not make the improvements. The City has informed the Owner of the Greeley Mall that they are responsible for making the improvements and if they don't then the City will make the improvements and recover the costs through a Local Improvement District.

It was also asked by the Board if just the Greeley Mall is affected or the other businesses directly adjacent. Mr. Prior said the other properties directly around the Greeley Mall are leased and it does affect them, but the costs are direct to the Greeley Mall.

Vice Chairman Todd moved 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. Mr. Miller seconded the motion. The motion carried 7-0.

6. Approval of Little Thompson Water District Lease

Leah Hubbard discussed that the Little Thompson Water District (LTWD) is a stakeholder in the Windy Gap Firing Project. A developer, Barefoot LLC, within the district has dedicated Windy Gap units for their development. 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. Northern Colorado Water Conservancy District (NCWCD) board must also approve this lease in accordance with their rules on Subcontracting C-BT Allotment Contracts.

Vice Chairman Todd 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. Mr. Murphy seconded the motion. The motion carried 7-0.

7. Adopt Resolution Authorizing the Delta Park Water Court Application

Leah Hubbard informed the Board that 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.

Mr. Miller moved that the Board adopt the enclosed resolution authorizing the Delta Park Water Court application. Vice Chairman Todd seconded the motion. The motion carried 7-0.

8. Approval of Lowell Agricultural Lease

Leah Hubbard discussed 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 recommend 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 requested 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.

It was brought up and discussed that it is the Boards preference that authority not be delegated to the Director to renew the Lease at additional one-year terms and that any renewals be brought before the Board for approval going forward.

Mr. Otis moved 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 for execution, provided that the material substance remains unchanged. Ms. Witt-Brown seconded the motion. The motion carried 7-0.

9. Annual Financial Report

Virgil Pierce presented the report on 2024 Revenues and Expenditures for the Water and Sewer Department.

10. Western Growth Area Raw Water Update

Sean Chambers and Derk Hannon discussed that 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 prepared an overview of West Greeley growth areas, cross referencing infrastructure master planning and mapping and reviewed the information with the Water & Sewer Board.

Dennis Margheim left the meeting at 3:15 p.m.

11. Annual Water Conservation Report

Ruth Quade presented the 2022 Water Efficiency Plan (WEP) and 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 outlined 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 provided a summary of the achievements and future water conservation insights.

Hayden Busha left the meeting at 3:56 pm.

12. Legal Report

Carolyn Burr, outside counsel for the Greeley Water & Sewer Board presented the February Legal Report.

Based on review of the December 2024 Water Division 1 Resume, staff and water counsel recommended 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.

Vice Chairman Todd moved that the Board authorize filing statements of opposition in Case Nos. 24CW3168, 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. Mr. Murphy seconded the motion. The motion carried 7-0.

13. Director's Report

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
 - 10th Annual Poudre River Forum in Greeley at Aims CC Welcome Center on 3/7/25
 - <https://poudreheritage.org/poudre-river-forum/>
 - Colorado Water Conservation Board Meeting
 - March 19 and 20 in Greeley
 - <https://cwcb.colorado.gov/board-meetings>
 - BizWest Confluence Water Summit
 - April 3, 2025 - at Aims Welcome Center
 - <https://events.bizwest.com/confluence-colorado-water-summit-and-net-zero-cities/>
 - 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

The meeting ended at 4:15 p.m.

Harold Evans, Chairman

Raymond Lee, Board Secretary



Water & Sewer Agenda Summary

March 19, 2025

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Welcome New Employees and Promotions

Summary:

Promotions/transfers: Clayton Orback – Civil Engineer I to Civil Engineer II
Myles French transferred to Bellvue as a Plant Operator D

New Hires: Brian Von Seggern – Water Resource Operations Manager
Morgan Effrein – Water Resource Administrator II
Willow Burke – WTRF Industrial Pretreatment Specialist
Isaiah Trevino – Lift Station Technician

Recommended Action:

Informational only

Recommended Motion:

None

Attachments:

None



Water & Sewer Agenda Summary

March 19, 2025

Key Staff Contact: Jim Paulson - Civil Engineer IV

Title:

Approval of Resolution Regarding Eminent Domain for the Terry Ranch Pipeline

Summary:

During engineering design of the Terry Ranch pipeline, two areas were realigned to avoid environmental issues, avoid major structures, and limit the number of property owners affected and that would need to be negotiated with for acquisition of easements. The realignments identified 4 parcels that were not included in the original ordinance authorizing the use of eminent domain authority to acquire property interests. This item is to present the explanation of the additional authorization requested for acquiring property interests to enable the construction of the pipeline and infrastructure and request authorization to acquire interests in the real property.

Recommended Action:

Approve Resolution to City Council to use Eminent Domain Authority to acquire real property interests for the development of the Terry Ranch pipeline and infrastructure.

Recommended Motion:

"I move that the Board adopt the enclosed Resolution Authorizing the Acquisition of Interests in Real Property, by purchase or through the power of eminent domain, for the Development of the Terry Ranch Potable Water Treatment Plant and Additional Water Transmission Lines and Associated Facilities, and recommend that City Council authorize the same."

Attachments:

1. Board Presentations on Eminent Domain Authority
2. 2025.03.10 - W&S Board Resolution (TR Easement Acquisitions)
3. Exhibit A-property list-TR

Terry Ranch Water Supply Project: Easement Acquisitions and Authorization of Eminent Domain

Presented to Water & Sewer Board

March 19, 2025



Agenda



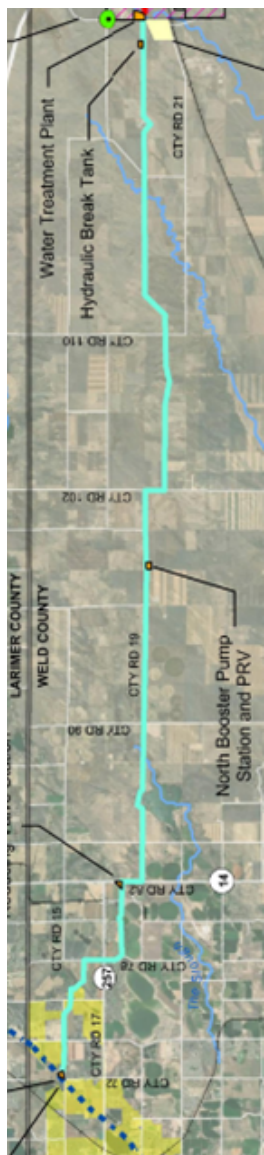
Presentation Agenda

- Describe the location of real property acquisition
- Provide background and reason for acquisition
- Recommend approval to acquire the property

Purpose: To obtain authorization for the purchase of real property for the Terry Ranch pipeline & infrastructure.

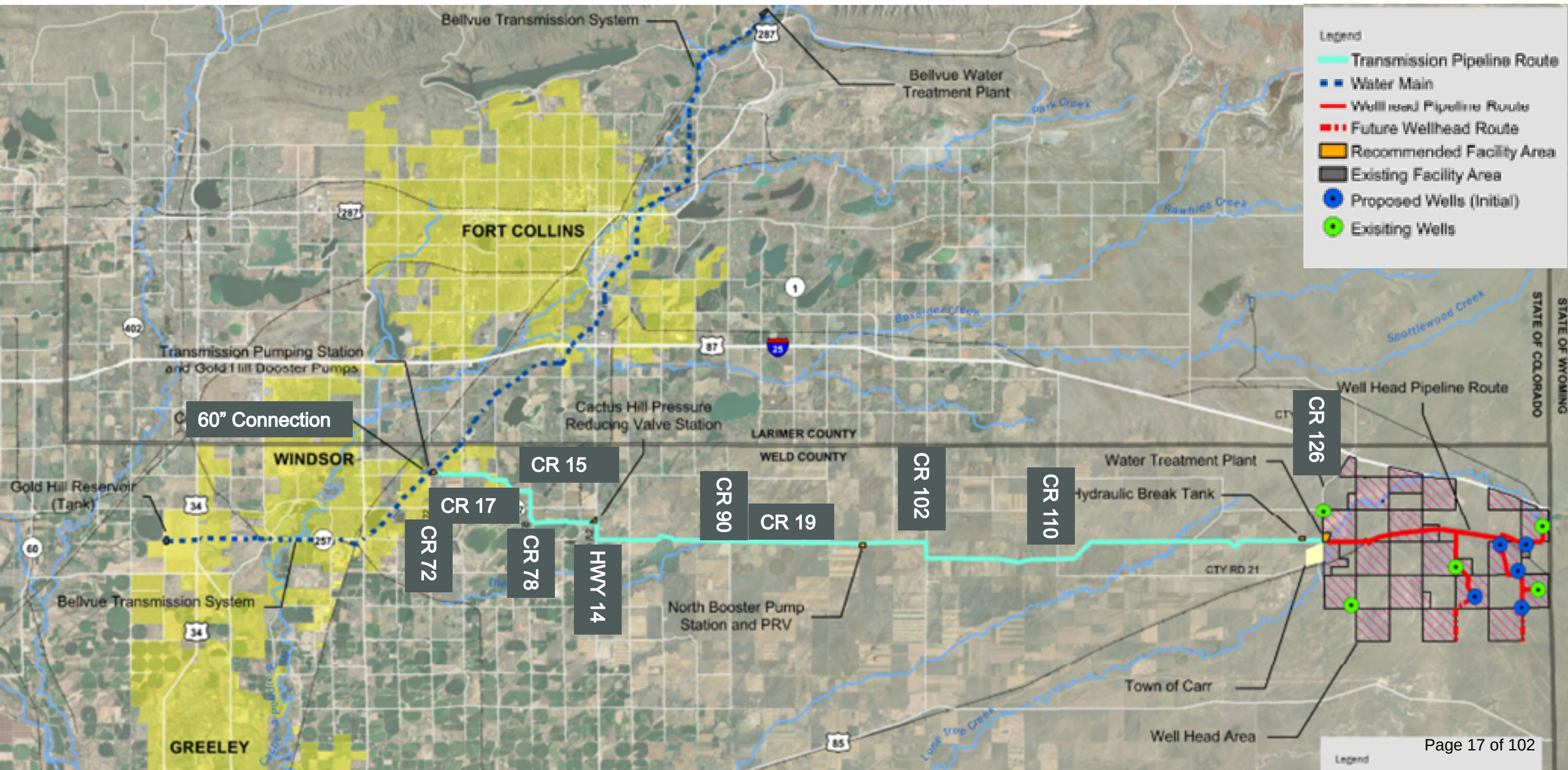


Terry Ranch Water Supply Project



- **Terry Ranch Project Plan Overview**
 - Pipeline Design and Construction Started at Bellvue 60" Connection and Progressing North
 - Construction of 1st 7+ miles completed in 2024
 - Construction of next 6+ miles beginning in mid-2025
 - Design of remaining 16 miles in 2025
 - Construction planned for 2028 and beyond

Terry Ranch Water Supply Project



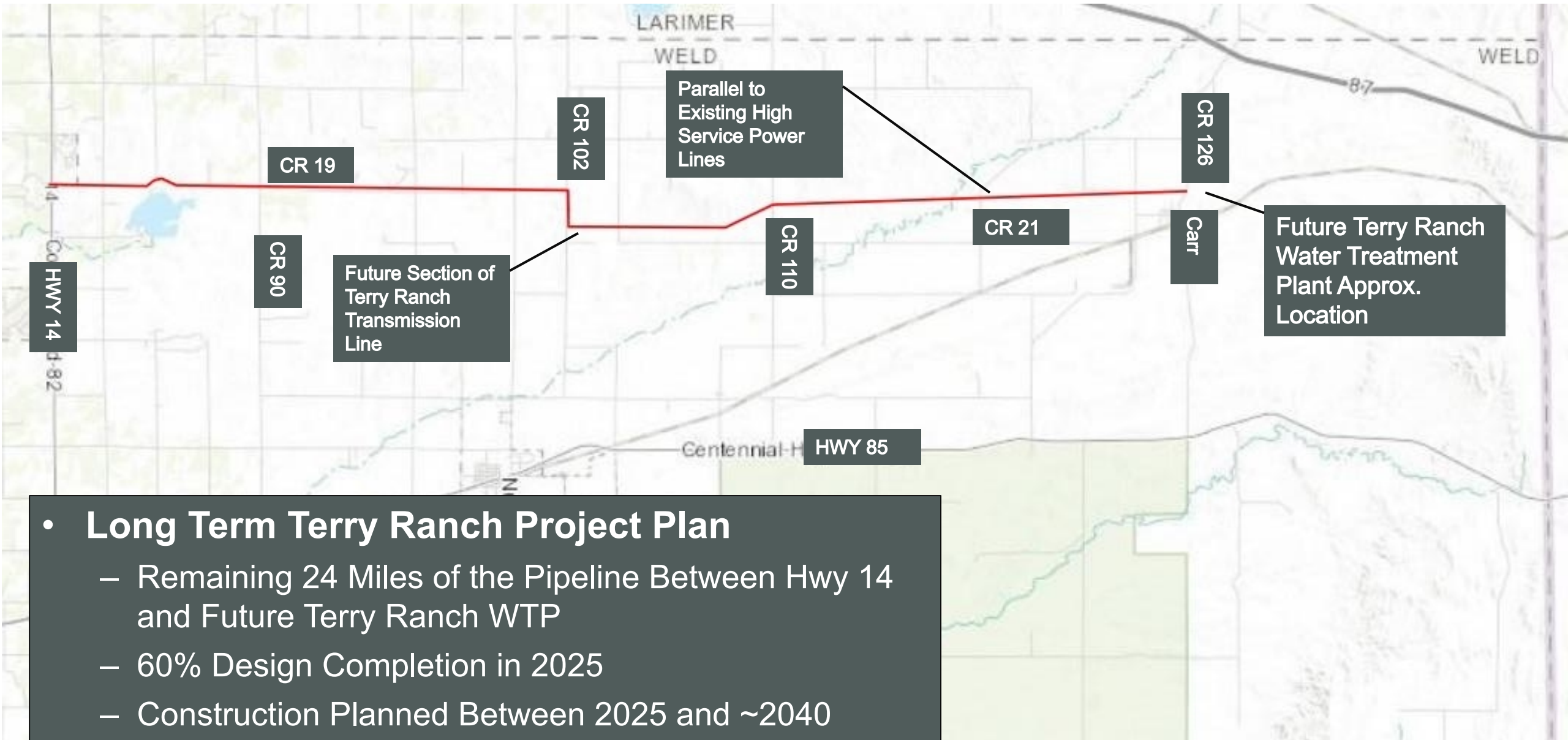
Project Acquisition Needs

- **To construct the project the City needs to acquire additional property interests from property owners along the 30-mile pipeline route.**
 - Property interests may include fee simple tracts, permanent easements, and/or temporary easements as determined by final project plans.
 - The City uses a uniform acquisition process, in accordance with law, to negotiate in good faith with all affected owners.
- **Council authorization is the first step in this process.**

Standardized Landowner Engagement Process

- City project staff engage with landowners along the route
- Meet with affected property owners to:
 - Provide an overview of the project, purpose, and schedule
 - Attend onsite meetings to understand concerns and any site constraints
 - Review the anticipated property interests needed for the project
 - Review the subsurface pipeline easement acquisition process
 - Use eminent domain only as a last resort

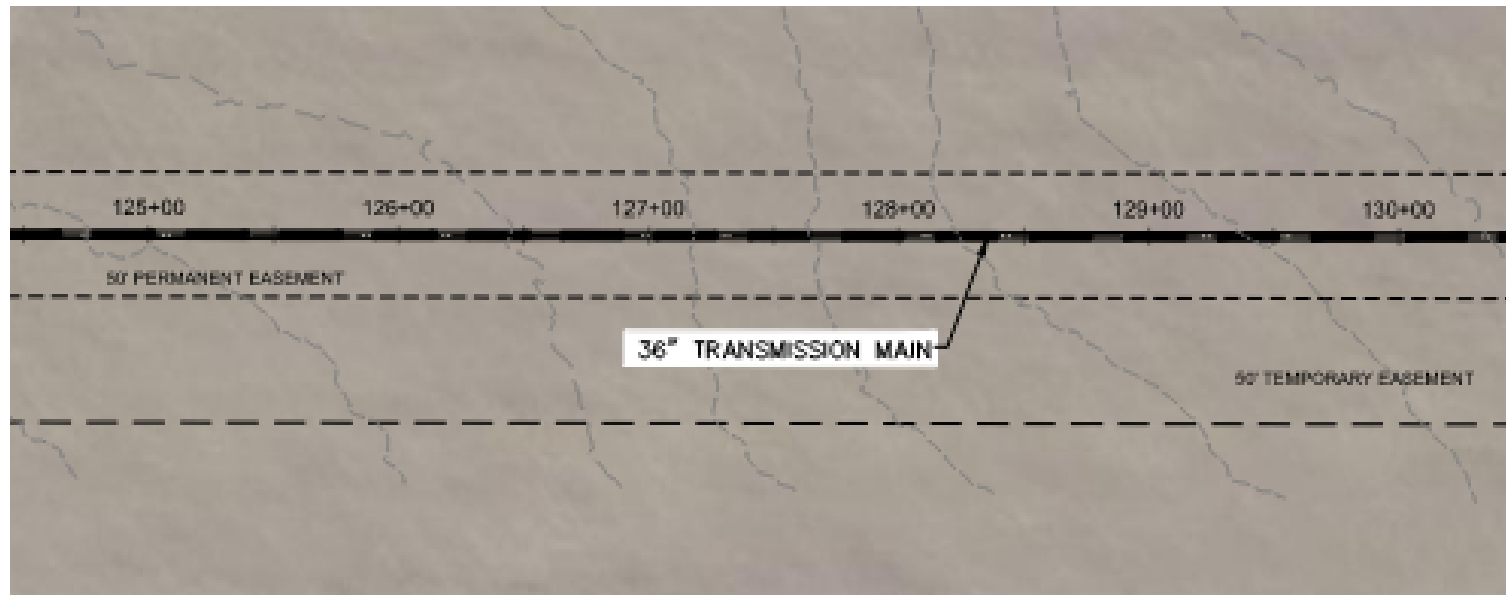
Terry Ranch Water Supply Project



Terry Ranch Water Supply Project

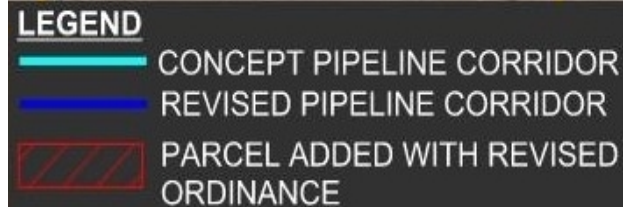
Easement Acquisitions Along Entire Route:

- ~30 Total Miles of Transmission Pipeline to Terry Ranch
 - 50' wide Permanent Easement
 - 50' wide Temporary Construction Easement
- Water Treatment Plant Site & Well Field Locations and Pipeline on Terry Ranch

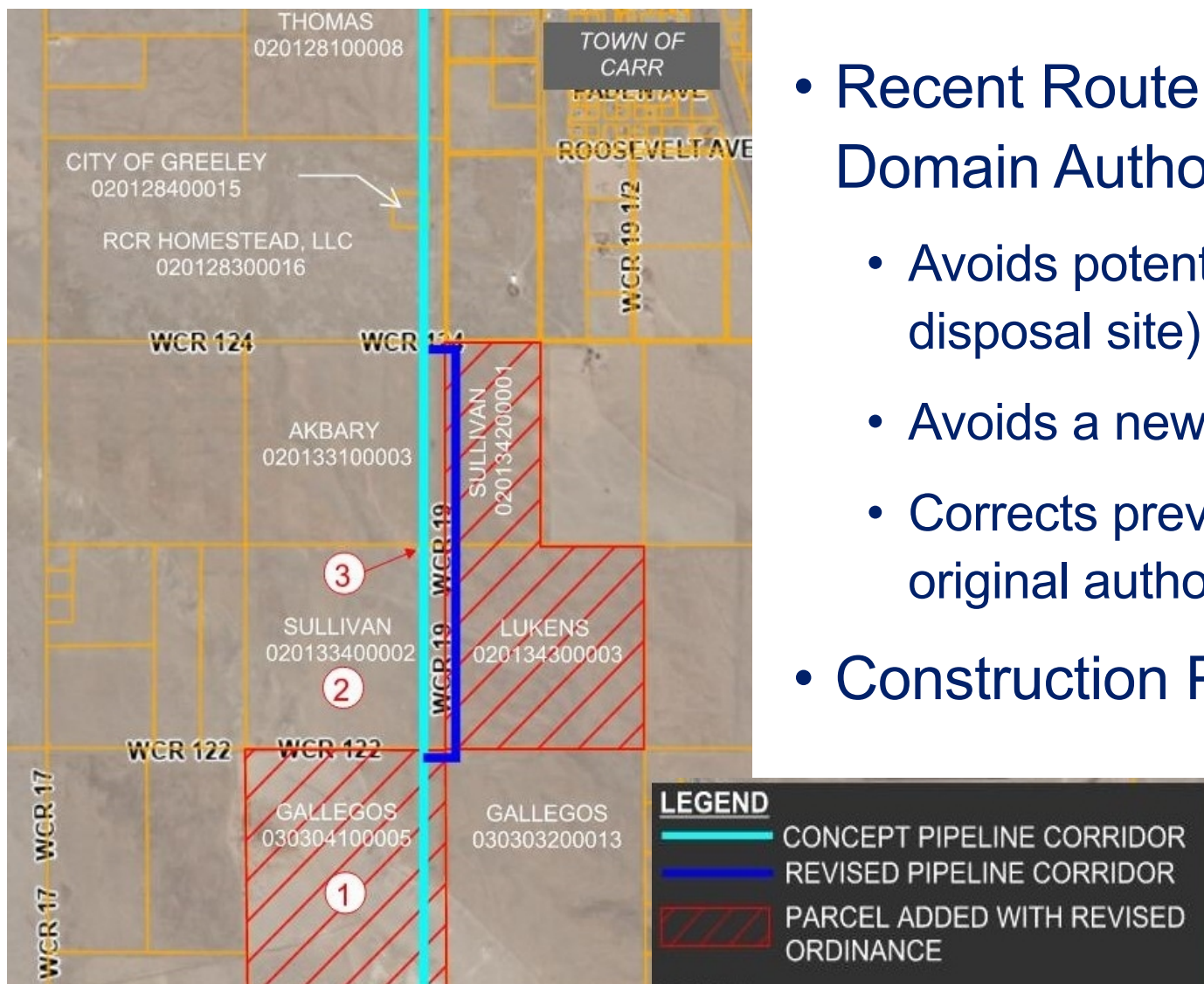


Terry Ranch Water Supply Project

- Recent Route Changes Require New Eminent Domain Authorization for 3 Parcels
 - Discrepancies exist between CR 19 ROW and Property Boundaries
 - Alignment shift east avoids a homestead and one other small parcel
 - Reduces impacts to properties
 - Avoids congested corridor along CR 102
- Construction Planned After 2028



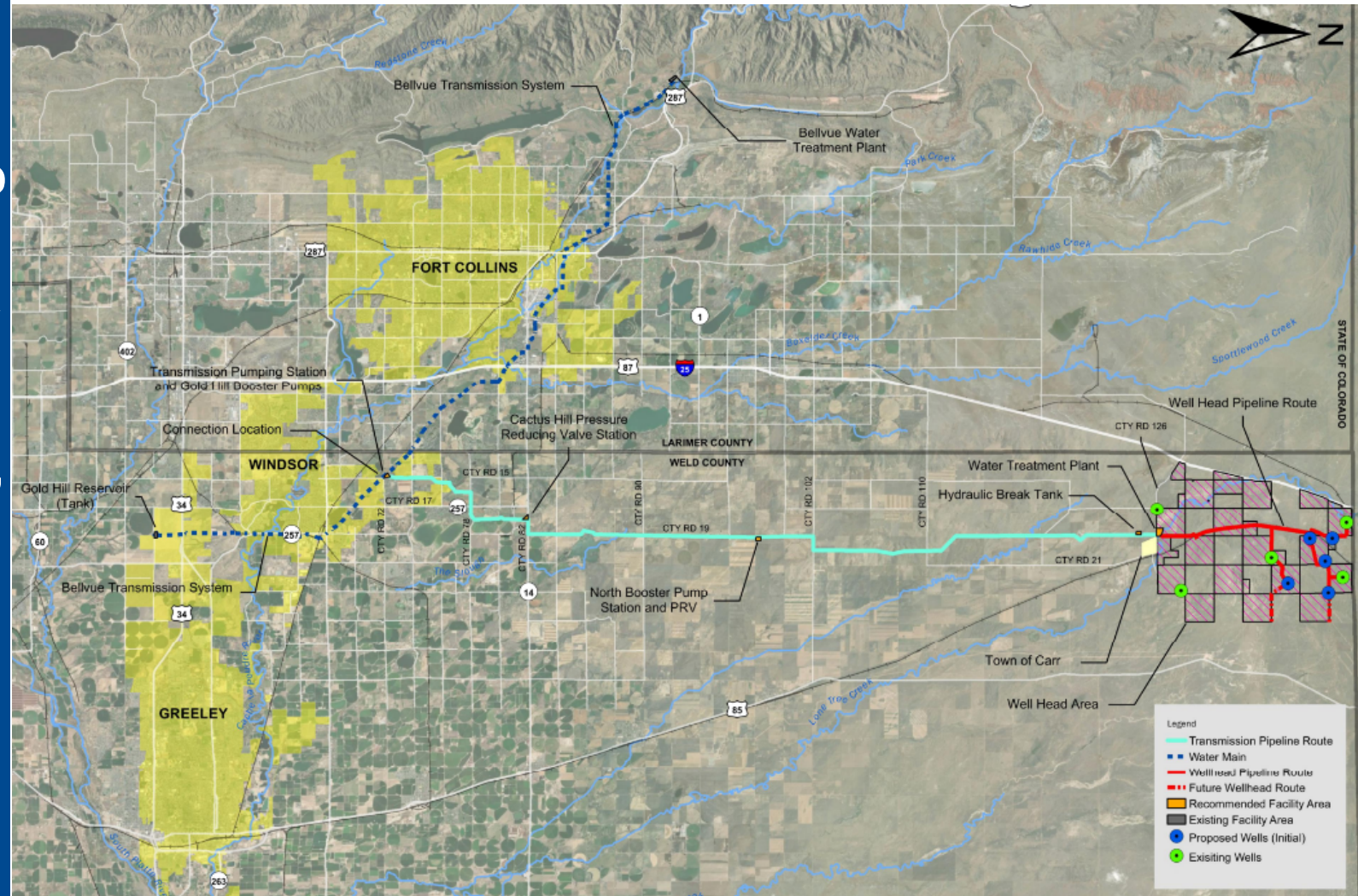
Terry Ranch Water Supply Project



- Recent Route Changes Require New Eminent Domain Authorization for 3 Parcels
 - Avoids potential environmental issues (sewage disposal site)
 - Avoids a newly constructed major structure
 - Corrects previous incorrect parcel number in original authorization
- Construction Planned After 2028

Conclusions and Staff Recommendations:

City Staff Recommends Approval of the Resolution to use Eminent Domain Authority to Acquire Property and Easements for the Terry Ranch Water Supply Project, as needed.





**THE CITY OF GREELEY, COLORADO
RESOLUTION NO. ____, 2025**

**A RESOLUTION AUTHORIZING THE ACQUISITION OF INTERESTS IN REAL
PROPERTY LOCATED IN WELD COUNTY, COLORADO, BY PURCHASE OR EXERCISE
OF THE POWER OF EMINENT DOMAIN, FOR THE DEVELOPMENT OF THE TERRY
RANCH POTABLE WATER TREATMENT PLANT AND ADDITIONAL WATER
TRANSMISSION LINES AND ASSOCIATED FACILITIES, PURSUANT TO SECTION 7 OF
ARTICLE XVI, SECTION 15 OF ARTICLE II, AND SECTIONS 1 AND 6 OF ARTICLE XX
OF THE COLORADO CONSTITUTION AND CRS §§ 31-15-101, *et seq.*; 38-1-101, *et seq.*
(TERRY RANCH WATER SUPPLY PROJECT)**

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, including through exercise of the power of eminent domain; 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, C.R.S. §§ 31-15-101, *et seq.*, and 38-1-101, *et seq.*, provide the statutory framework within which the City may exercise the power of eminent domain; 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 Chapter 2 of the Greeley Municipal Code; and

WHEREAS, the Board previously adopted Resolution No. 9, 2021, by which it authorized the acquisition of certain real property interests for the development of a potable water treatment plant located on the former Terry Ranch and related additional water transmission lines and associated facilities; and

WHEREAS, the Board has determined that the acquisition of additional interests in real property for the development of a potable water treatment plant located on the former Terry Ranch and related additional water transmission lines and associated facilities is needed for the public purpose of ensuring an improved, 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 Weld County 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, interests in the real property identified on Exhibit A for the development of a potable water treatment plant located on the former Terry Ranch and related additional water transmission lines and associated facilities, to ensure an improved, safe, and reliable potable water supply to the City's citizens.

Section 2. The Board hereby determines that such acquisition of interests in the real property identified on Exhibit A for the development of a potable water treatment plant located on the former Terry Ranch and related additional water transmission lines and associated facilities will serve the public purpose of ensuring an improved, 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, consultants, 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, consultants, 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, consultants, 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. Nothing in this ordinance is intended or shall be construed to limit or otherwise modify the determinations and authorizations set forth in Resolution No. 9, 2021.

Section 6. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED, SIGNED AND APPROVED this ____ day of March 2025.

ATTEST:

THE CITY OF GREELEY, COLORADO

Secretary to the Board

Harold Evans
Chairman, Water and Sewer Board

PROJECT PARCEL NUMBER	ASSESSOR PARCEL NUMBER	Owner Name	Attn	OWNER ADDRESS	PROPERTY ADDRESS	Legal
1	045334200020	Barnes Roger Alan Dynasty Trust				
	045334200020	Barnes William Richard Dynasty Trust				
	045334200020	Barnes James Loren Dynasty Trust (1/3)	C/O Paul J Kenny	19 Old Town Square Ste 238 Fort Collins, CO 80524- 2486	Section: 34, Township: 9N, Range: 67W	34-9N-67W
2	020134200001	Sullivan Cynthia Sullivan Kevin		PO Box 1288 Longmont, CO 80502- 1288	Section: 34, Township: 11N, Range: 67W	34-11N-67W
3	020134300003	Lukens Philip D Lukens Bree		9378 County Road 124 Carr, CO 80612- 9425	Section: 34, Township: 11N, Range: 67W	34-11N-67W
4	030304100005	Gallegos Ricky		8829 N COUNTY ROAD 9 WELLINGTON, CO 80549-1527	Section: 04, Township: 10N, Range: 67W	4-10N-67W



Water & Sewer Agenda Summary

March 19, 2025

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

Title:

Approve and Recommend to City Council Loveland Emergency Water Service IGA

Summary:

The City of Greeley and the City of Loveland have been negotiating an interconnect agreement that previously expired. This agreement will allow for emergency water service for both Greeley and Loveland.

Recommended Action:

Approve Loveland Intergovernmental Agreement with the City of Greeley

Recommended Motion:

"I move that the Board approve the IGA for Potable Water Interconnect Operations with the City of Loveland in the form enclosed, and delegate authority to the Director or his designee to make minor revisions to the agreement before execution, provided the material substance remains unchanged."

Attachments:

1. Loveland IGA
2. Loveland-Greeley Interconnect Agreement
3. EX A-2025
4. Ex B-2025
5. EX C - 2025.03.12.25 Interconnect SOP

City of Greeley and City of Loveland Interconnect IGA

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



Treatment and Delivery of Potable Water

- Providing Party to treat the Requesting Party's raw water
- Boyd Lake Water Treatment Plant interconnect to deliver potable water
- Neither party will acquire any water rights or water system ownership of the other municipality



IGA Terms

Term of agreement

- **10-year** term
- Automatically renew for one additional 10-year term

Cost Sharing

- **Loveland sole responsibility**
 - Interconnect pump, interconnect motor and blow-off
- **Shared equally**
 - Operational, repair and maintenance costs of remaining interconnect components

Rate

- Rate of delivery to be **105%** of the actual cost of treatment to cover delivery costs

IGA Terms cont.

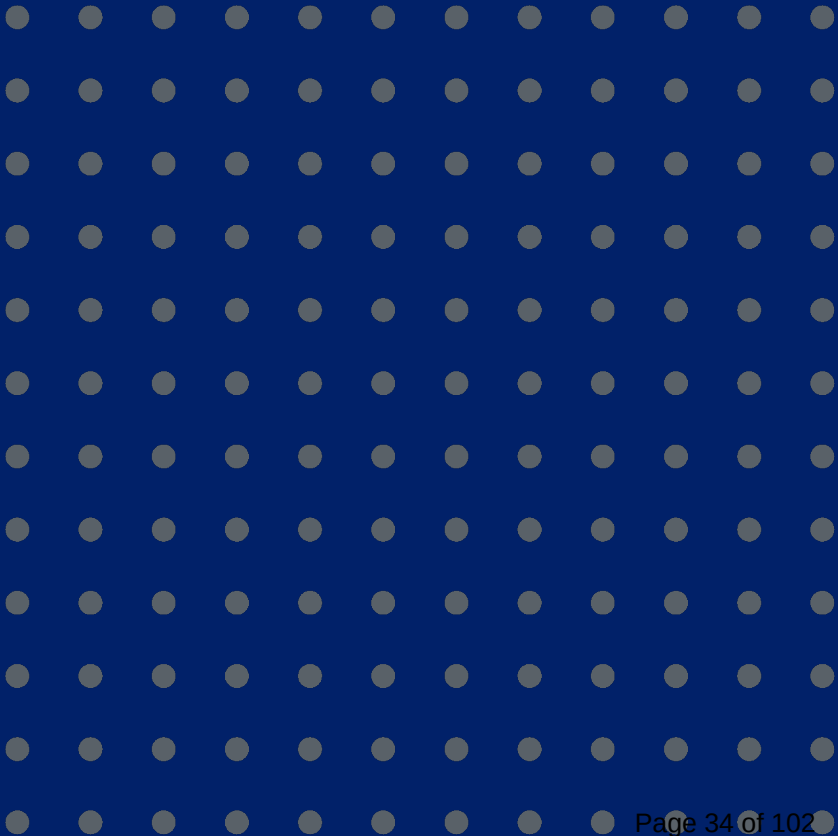
Delivery Requests

- Start and end date/time with estimated daily volume
- Emergency or non-emergency
- Description of valid request circumstance
- Providing party to approve full or partial request or disapprove whole request

CBT Requirements

- Requesting Party to provide CBT at **110%** of the total volume of potable water to be delivered
- Extra 10% for shrinkage due to treatment and system delivery losses

Questions



INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GREELEY AND THE CITY OF LOVELAND
FOR POTABLE WATER INTERCONNECT OPERATIONS

This INTERGOVERNMENTAL AGREEMENT FOR POTABLE WATER INTERCONNECT OPERATIONS (“Agreement”) is entered into this ____ day of _____ 2025, by and between THE CITY OF GREELEY, Colorado, a home rule municipality (“Greeley”) and THE CITY OF LOVELAND, Colorado, a home rule municipality (“Loveland”) (Greeley and Loveland are collectively referred to as “Parties” and individually as “Party”).

Recitals

WHEREAS, Greeley and Loveland are home rule municipalities with the authority to enter into contracts with other governmental bodies to furnish governmental services and make charges for such services, or to enter into cooperative or joint activities; and

WHEREAS, Greeley and Loveland previously entered into that certain Agreement for the Sale of Drinking Water on March 7, 2000, which expired on February 28, 2010 (“2000 IGA”) and that certain Agreement for the Sale of Drinking Water on March 3, 2012, *nunc pro tunc* February 28, 2010, which expired on February 28, 2015 (“2010 IGA”); and

WHEREAS, Greeley and Loveland remain neighboring municipalities and water providers that have a continuing common interest in obtaining high-quality potable water in sufficient quantities to meet the present and future needs of their citizens and service areas during times of emergency and for mutual operational benefit; and

WHEREAS, in addition to their own needs and demands, Greeley and Loveland may from time to time have limited excess capacity to treat and deliver water for one another on the terms and conditions set forth herein; and

WHEREAS, Greeley and Loveland will continue to own and manage their respective water rights portfolios individually and separately, each relying upon the yield of their own water rights to provide the raw water necessary for treatment services contemplated under this Agreement; and

WHEREAS, Greeley and Loveland desire to cooperate with one another by providing interconnections and temporary service between their respective water treatment and distribution systems in order to meet the needs of their respective customers; and

WHEREAS, Greeley and Loveland are agreeable to entering into a long-term contract for the delivery of excess potable water during times of emergency and for mutual operational benefit; and

WHEREAS, Greeley and Loveland desire to reduce their understandings, and the terms and conditions of this Agreement, to writing;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, and in further consideration of the mutual covenants contained herein, Greeley and Loveland agree as follows.

Agreement

1. DEFINITIONS. The terms set forth below, as they are used throughout this Agreement, shall be defined as follows.

1.1 C-BT Water: Water from the Colorado-Big Thompson Project available under an allotment contract with the Northern Colorado Water Conservancy District (“Northern Water”).

1.2 Delivery Request: A written request submitted by the Requesting Party to the Providing Party pursuant to Section 9 below for treatment of the Requesting Party’s raw water supply and delivery of potable water to the Interconnect.

1.3 Interconnect: The existing physical interconnect between the Greeley Potable Water System and Loveland Potable Water System, which is located in the filter building of the Greeley Boyd Lake Water Treatment Plant and more particularly identified on **Exhibit A**.

1.4 Interconnect Components: All physical equipment and facilities directly associated with and necessary to operate the Interconnect, including, without limitation, pump skids, bi-directional meters, and any other associated equipment and facilities, which are more particularly identified on **Exhibit B**.

1.5 Greeley Potable Water System: Greeley’s raw water treatment plants, potable water transmission systems, potable water distribution systems, potable water storage systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water.

1.6 Loveland Potable Water System: Loveland’s raw water treatment plant(s), potable water transmission systems, potable water distribution systems, potable water storage systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water.

1.7 Other Water: A physical supply of water yielded pursuant to any water rights, contractual entitlements to water, mutual ditch company shares, ditch company shares, ditch rights, other direct flow rights, reservoir rights, other storage rights, plans for augmentation, substitute water supply plans, interruptible water supply agreements, alternative transfer mechanisms, other transbasin diversions (including, without limitation, water from the Windy Gap Project), or combination of the above, which (a) is not C-BT Water; and (b) under the terms and conditions of a water court decree, substitute water supply plan, interruptible water supply agreement, alternative transfer mechanism, or other administrative or judicial process, is legally available for treatment at the Providing Party’s raw water treatment plant(s), transmission through the Providing Party Potable Water System to the Interconnect, distribution from the Interconnect throughout the Requesting Party Potable Water System, and use within the Requesting Party’s service area and the Providing Party’s service area.

1.8 Provider Response: A response submitted by the Providing Party to the Requesting Party pursuant to Section 10 below.

1.9 Providing Party: The Party responding to a Delivery Request pursuant to Section 10 below.

1.10 Providing Party Potable Water System: The Providing Party’s raw water treatment plant(s), potable water transmission systems, potable water distribution systems, potable water storage systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water.

1.11 Requesting Party: The Party submitting a Delivery Request pursuant to Section 9 below.

1.12 Requesting Party Potable Water System: The Requesting Party’s raw water treatment plant(s), potable water transmission systems, potable water distribution systems, potable water storage systems, and related infrastructure for the treatment, transmission, distribution, and measurement of potable water.

1.13 Valid Requesting Circumstance: A circumstance under which the Requesting Party is unable to meet its own potable water demand and needs the treatment services contemplated by this Agreement, whether due to emergency or operational reasons, anticipated or unanticipated.

(a) Valid Requesting Circumstance does not include a Requesting Party's bare desire to increase its cumulative treatment capacity by means of utilizing the Providing Party Potable Water System, nor does it include a Requesting Party's inability to meet a shortage in its potable water demand caused by growth outpacing available supply or infrastructure capacity.

(b) For illustrative purposes, Valid Requesting Circumstance includes, without limitation, the following examples: i) planned or unplanned shutdowns of part or all of the Requesting Party Potable Water System for upgrades, repairs, maintenance, or due to emergency circumstances; ii) incapacitation of or interruption in the Requesting Party's water treatment services because of damage to the Requesting Party's raw water supply infrastructure, raw water supply source, or the Requesting Party Potable Water System; and iii) threatened or actual imminent danger to human health or the environment because of damage to the Requesting Party's raw water supply infrastructure, raw water supply source, or the Requesting Party Potable Water System.

2. TREATMENT AND DELIVERY OF POTABLE WATER. Subject to the terms of this Agreement, the Providing Party shall treat the Requesting Party's raw water, in the manner and in such amounts as are more fully set forth below. Potable water from the Providing Party shall be delivered to the Requesting Party through the Interconnect. Unless specifically authorized by the Providing Party, the Requesting Party shall not cause any water from the Requesting Party's Water System to flow into the Providing Party's Water System.

2.1 The approximate average delivery pressure and flow rate at the Interconnect is shown on **Exhibit B**. Notwithstanding the foregoing, Greeley and Loveland respectively remain solely responsible for all minimum and maximum pressures within their own Potable Water Systems. The Parties acknowledge that the actual pressure and flow rate may vary based upon operating conditions. Neither Party shall be responsible for damages to the Potable Water System of the other from a pressure control failure that is the direct result of a Force Majeure Event, as defined in Section 14 below.

2.2 A Providing Party shall use its reasonable best efforts to provide a constant and uninterrupted supply of treated water to the Requesting Party at the Interconnect, except for interruptions or reductions due to (a) the operation of devices installed for security or protection of the Providing Party Potable Water System, the Providing Party's wastewater system, or Providing Party's non-potable water system, (b) the maintenance, repair, replacement, installation, inspection, or investigation of the Providing Party Potable Water System, or (c) a Force Majeure Event, as defined in Section 14 below. Except in cases of emergency, a Providing Party shall give reasonable advance notice to the Requesting Party of any anticipated interruptions or reductions in the delivery of treated water pursuant to this Agreement.

3. ACCESS TO INTERCONNECT. The Interconnect is currently located in the filter building of the Greeley Boyd Lake Water Treatment Plant. The Boyd Lake Water Treatment Plant is, at the time this Agreement is executed, a seasonal treatment plant that is generally operational only during peak months that are determined in the sole discretion of Greeley. Subject to the terms and conditions of this Section 3, Greeley agrees to provide Loveland access to the Interconnect when necessary for maintenance, inspection, and repairs pursuant to this Agreement. Loveland shall request such access in writing from the Greeley Water Treatment Plant Superintendent and Water Treatment Plants Engineer no less than forty-eight (48) hours in advance, with such request identifying with specificity the purpose(s) and desired duration of the access, and the individual(s) who will need to be provided access on behalf of Loveland. Greeley shall respond promptly to such requests, and may in its sole discretion, condition such access as it deems necessary to ensure the security of Greeley facilities and infrastructure (including, without limitation, verifying the identity and/or credentials of individuals seeking to access the Boyd Lake Water

Treatment Plant, requiring the accompaniment of Greeley personnel when access is granted, and limiting access to periods during which Greeley personnel are available).

3.1 Emergency Access. In the event of an emergency, Loveland may request access to the Interconnect from the Greeley Water Treatment Plant Superintendent and Water Treatment Plants Engineer by telephone with less than forty-eight (48) hours' advance notice. Greeley agrees to respond promptly and consider such requests in good faith, though nothing in this provision is intended or shall be construed to limit Greeley's sole discretion to grant, deny, or condition such access as it deems necessary to ensure the security of Greeley facilities and infrastructure.

4. **DATA SHARING.** Loveland and Greeley acknowledge that it may be useful to share with each other certain infrastructure data related to their respective water systems for the purposes of this Agreement. Nothing in this Agreement is intended or shall be construed to require either party to share any such data unless necessary to fulfill a separate and explicit obligation set forth herein. Any such data or other information shared shall be utilized only for necessary planning and engineering work associated with this Agreement and shall not be shared with third parties or the general public unless (a) first approved in writing by the Party that shared the data or other information, or (b) such disclosure is determined by Loveland and Greeley to be required by applicable law after the good faith coordination described below. The Parties acknowledge that records shared under this Agreement may be subject to disclosure pursuant to the Colorado Open Records Act, C.R.S. Sec. 24-72-201 *et seq.* The Parties agree to coordinate in good faith on the response to any open records requests that may require disclosure of records shared under this Agreement and acknowledge that records shared hereunder likely may be withheld under C.R.S. Sec. 24-72-204(2)(a)(VIII)(A) as "specialized details of ... the physical and cyber assets of critical infrastructure."

5. **COST SHARING.** Loveland and Greeley shall share in the costs of operating, repairing, and maintaining the Interconnect and Interconnect Components to be used under this Agreement as follows and is more particularly shown on **Exhibit A** and **Exhibit B**. Loveland and Greeley shall share equally the costs of maintaining, repairing, flow meter testing, and operating all Interconnect Components, except for the Interconnect pump and motor. Loveland shall be solely responsible for costs associated with the Interconnect pump and motor, including, without limitation, the costs associated with any maintenance or upgrade of the pump or motor and their associated electrical components. Loveland shall be solely responsible for maintenance and operation of the blow-off. The design, construction, and acquisition of property interests or engagement of consultants or contractors for the design or construction of future upgrades to the Interconnect or Interconnect Components, if any, shall be governed by separate written agreement or amendment of this Agreement. Loveland shall not make any upgrades to the Interconnect or Interconnect Components without prior written agreement from Greeley concerning the same. Loveland and Greeley respectively shall retain responsibility for designing, constructing, maintaining, repairing, and operating the components of their own Potable Water Systems.

6. **RATES FOR POTABLE WATER AND PAYMENT TERMS.** The rate for the measured volume of potable water delivered by the Providing Party through the Interconnect to the Requesting Party shall be one hundred five percent (105%) of the actual cost of treating the water at the Providing Party's water treatment plant. The rate is intended to include one hundred percent (100%) of the costs of water treatment plus an additional allowance of five percent (5%) to cover delivery costs incurred by the Providing Party for the delivery of water through the Interconnect.

6.1 Determination and Payment of Rates – Loveland. Loveland shall promptly invoice Greeley for treated water delivered through the Interconnect to Greeley pursuant to this Agreement. Such invoices shall include a calculation of the rate and total amount invoiced and copies of end-of-month financial statements showing the cost per one thousand (1,000) gallons of water treated by Loveland during the six (6) month period including and immediately preceding the Delivery Request (i.e. the month the Delivery Request occurred in and the five (5) months prior).

6.2 Determination and Payment of Rates – Greeley. Greeley shall promptly invoice Loveland for treated water delivered through the Interconnect to Loveland pursuant to this Agreement. Such invoices shall include a calculation of the rate and total amount invoiced and copies of end-of-month financial statements showing the cost per one thousand (1,000) gallons of water treated by Greeley. Invoices for treated water from Greeley's Bellvue Water Treatment Plant shall include financial statements for the six (6) month period including and immediately preceding the Delivery Request (i.e. the month the Delivery Request occurred in and the five (5) months prior). Invoices for treated water from Greeley's Boyd Lake Water Treatment Plant shall include financial statements for the three (3) month period including and immediately preceding the Delivery Request (i.e. the month the Delivery Request occurred in and the most recent two (2) months prior during which the Boyd Lake Water Treatment Plant was operational.)

6.3 Any fees due to third parties and related to making C-BT Water or Other Water available at the Providing Party's water treatment plant under this Agreement shall be the responsibility of the Requesting Party, as described in Section 12 below. If reimbursement of any such fees by the Requesting Party is necessary, the Providing Party shall invoice for those fees separately from the rates for treated water described in this Section 6.

6.4 The Providing Party shall invoice the Requesting Party on a monthly basis for treated water delivered pursuant to this Agreement, by delivery to the representatives listed in Section 16 below. The Requesting Party shall pay the same within sixty (60) days following the receipt of such invoice. Any invoice not timely paid by the Requesting Party shall incur interest at a rate of five percent (5%) for every thirty (30) days it remains unpaid. In the event any such invoice remains unpaid by the Requesting Party, the Providing Party may discontinue delivery of treated water, without terminating this Agreement, by providing an advance written notice to the Requesting Party of thirty (30) days. Termination of water delivery shall not be the sole remedy available to the Providing Party for non-payment under this Agreement. The Parties reserve the right to seek payment of amounts owed under this Agreement, in addition to any other remedies available at law or in equity, in any court of competent jurisdiction.

7. POTABLE WATER METERS. The bi-directional water meters at the Interconnect shall be operated and maintained to record instantaneous and cumulative flow within the accuracy prescribed by current American Water Works Standards. The Parties shall coordinate in good faith to ensure that both Greeley and Loveland receive meter readings from immediately before, during, and immediately after any period in which treated water is being delivered through the Interconnect pursuant to this Agreement. The Parties shall make a good faith effort to take and record simultaneous readings with representatives from both Parties present.

7.1 Loveland shall retain an independent, third-party testing agency that is mutually acceptable to the Parties to test the bidirectional water meter at the Interconnect on an annual basis. Loveland shall give Greeley an advance notice of no less than seven (7) days prior to any routine or independent meter testing and request access to the Interconnect for such testing in accordance with Section 3 above. The costs of the testing shall be split equally between the Parties. Loveland shall invoice Greeley for its share of such costs on an annual basis. Greeley shall pay the same within sixty (60) days following the receipt of the invoice. The Parties shall coordinate in good faith to mutually make available any water necessary to test the meter, the costs of which water shall not be invoiced by either party.

7.2 If the testing described in this Section 7 reveals readings of the bidirectional water meter that are inaccurate, according to American Water Works Association (AWWA) standards, the Parties shall coordinate in good faith to correct any readings used to generate invoices for the delivery of treated water from the beginning of the monthly billing period immediately preceding the month in which the test was conducted, in accordance with the percentage of inaccuracy revealed by such test. No corrections or adjustments to invoices previously paid shall be made for any longer period than the period during which such inaccurate meter readings actually existed.

7.3 If the bidirectional water meter at the Interconnect fails to register readings for any period of time during which treated water is being delivered, the Parties shall coordinate in good faith to reach an agreement on

the estimated amount of water delivered during such period, based upon reasonable criteria and indicia of use for the period at issue.

8. TERM OF AGREEMENT. In the interest of reliability and security, this Agreement shall be for an initial term of ten (10) years from the date of execution set forth above. After the initial term, this Agreement shall automatically renew for one subsequent term of ten (10) years, unless and until terminated as provided in Section 17 below.

9. REQUESTING POTABLE WATER. At any time during the term of this Agreement that a Valid Requesting Circumstance exists, Greeley or Loveland may send to the other Party a Delivery Request for the water treatment services described in Section 2 above. Any such Delivery Request shall include the following information: (a) the requested commencement date and time of water treatment services and the anticipated end date and time; (b) whether the Valid Requesting Circumstance supporting the Delivery Request is an emergency or non-emergency; (c) a brief description of the Valid Requesting Circumstance; (d) the estimated daily volume of potable water requested, with any fluctuations identified as specifically as possible; and (e) an accounting of the Other Water, a designation of the volume of C-BT Water, or both, which the Requesting Party shall make available at the Providing Party's raw water treatment plant in satisfaction of the Requesting Party's raw water requirements under Section 12.

10. PROVIDING POTABLE WATER. Within twenty-four (24) hours after receiving an emergency Delivery Request, or within fourteen (14) days after receiving a non-emergency Delivery Request, the Providing Party must send a Provider Response to the Requesting Party, indicating whether the Providing Party will satisfy the Delivery Request in full, in part, or not at all. If the Provider Response indicates satisfaction in any amount, the Parties shall coordinate in good faith to promptly activate the Interconnect. The Parties shall activate the Interconnect in accordance with the Standard Operating Procedures (SOP) set forth on **Exhibit C**. The Parties may, but shall not be required to, evaluate the Standard Operating Procedures after each use of the Interconnect, and may modify **Exhibit C** upon mutual agreement in writing without formally amending this Agreement.

10.1 If the Provider Response indicates satisfaction in full, the Provider Response must identify the exact rate per volumetric unit that the Providing Party will charge in accordance with Section 6 above.

10.2 If the Provider Response indicates satisfaction in part, the Provider Response must: (a) specifically detail the extent of the partial satisfaction, specifying whether satisfaction will only be partial due to not fulfilling the Delivery Request for the full time period, at full volume, at the Delivery Point requested, any other parameter, or any combination of the above; (b) identify and explain which exception(s) in Paragraph 10.5 were relied upon in deciding to only satisfy the Delivery Request in part; and (c) identify the exact rate per volumetric unit that the Providing Party will charge under the methodology and premium described in Section 6.

10.3 If the Provider Response indicates no satisfaction, the Provider Response must identify and explain which exception(s) in Paragraph 10.5 were relied upon in deciding not to satisfy the Delivery Request at all.

10.4 Notwithstanding the foregoing, the Provider Response need not identify a rate per volumetric unit that the Providing Party will charge if the Delivery Request indicates an emergency.

10.5 The Providing Party must satisfy the Delivery Request in full, subject only to the following exceptions:

(a) under the raw water requirements of Section 12, the accounting of the Other Water, designated amount of C-BT Water, or both is insufficient to satisfy the full volume of potable water requested; the Providing Party does not have sufficient treatment, transmission, distribution, or other operational capacity or resources in the Providing Party Potable Water System, or those who operate it, to

meet the aggregate of the Providing Party's own demands for potable water plus the Requesting Party's Delivery Request;

(b) procedures, protocols, or devices installed for security or protection of the Providing Party Potable Water System, the Providing Party's wastewater system, or Providing Party's non-potable water system prevent the Providing Party from fully satisfying the Delivery Request;

(c) maintenance, repair, replacement, installation, inspection, or investigation of the Providing Party Potable Water System prevent the Providing Party from fully satisfying the Delivery Request;

(d) a Force Majeure Event under Section 14 prevents the Providing Party from fully satisfying the Delivery Request; or

(e) the Delivery Request is not supported by a Valid Requesting Circumstance.

11. SHUTOFFS, SUPPLEMENTATIONS, AND CANCELLATIONS. During any period in which water treatment services are being provided under this Agreement, if prior to the end date or anticipated end date in the Delivery Request either the Requesting Party recognizes a change in circumstances affecting its continued need for water treatment services or the Providing Party recognizes a change in its ability to provide water treatment services, then the Party recognizing such changes shall, as appropriate, transmit: (a) a notice requesting a shutoff of the Interconnect; (b) a supplemental Delivery Request; or (c) a supplemental Provider Response. The Parties shall coordinate in good faith in any such event.

11.1 Loveland shall be responsible for closing the System Isolation Valve and Greeley shall be responsible for closing the valves within the Interconnect and stopping the pump, in order to cease the delivery of treated water described in Section 2: (a) on the day and time identified as the end date and time or anticipated end date and time in the Delivery Request; or (b) such other end date and time identified in the Provider Response.

11.2 The Requesting Party may cancel a Delivery Request, but such notice shall only be timely if the Providing Party receives it prior to sending a Provider Response. If such notice is timely, the Providing Party shall not provide the water treatment services described in Section 2, nor invoice the Requesting Party under Section 6.

12. RAW WATER REQUIREMENTS. In the event the Requesting Party designates C-BT Water exclusively in the Delivery Request to satisfy its raw water requirements, the following provisions apply: (a) subject to any required consents or approvals from, and in accordance with the Rules and Regulations of the Northern Colorado Water Conservancy District, the Requesting Party shall make available to the Providing Party at the Providing Party's raw water treatment plant, raw water in the form of C-BT Water, in the amount of one-hundred ten percent (110%) of total volume of potable water in acre-feet to be delivered to the Delivery Point under the terms of the Provider Response. This requirement is equal to one-hundred percent (100%) of the potable water delivered through the Delivery Point, plus an additional allowance of ten percent (10%) to account for shrinkage due to treatment and system delivery losses; (b) the Requesting Party's act of making C-BT Water available at the Providing Party's raw water treatment plant under this Agreement shall not be considered, nor constitute, a Section 131 Contract, a Temporary Use Permit, a permanent transfer of C-BT Water, or a permanent transfer of any other interest under an allotment contract with the Northern Colorado Water Conservancy District; (c) any fees related to making C-BT Water available at the Providing Party's raw water treatment plant under this Agreement shall be the responsibility of the Requesting Party.

12.1 In the event the Requesting Party solely designates Other Water in the Delivery Request to satisfy its raw water requirements, the following provisions apply: (a) subject to any required consents or approvals from Water Court, State Engineer's Office, or Division Engineer's Office governing the Other Water, the Requesting Party shall make available to the Providing Party at the Providing Party's raw water treatment plant, raw water in

the form of Other Water, in the amount of one-hundred ten percent (110%) of total volume of potable water to be delivered to the Interconnect under the terms of the Provider Response. This requirement is equal to one-hundred 100% of the potable water delivered to the Interconnect, plus an additional allowance of ten percent (10%) to account for shrinkage due to treatment and system delivery losses; (b) the Requesting Party's act of making Other Water available at the Providing Party's raw water treatment plant under this Agreement shall not be considered, nor constitute, a sale or permanent transfer of the water rights, contractual entitlements to water, mutual ditch company shares, ditch company shares, ditch rights, other direct flow rights, reservoir rights, other storage rights, plans for augmentation, substitute water supply plans, interruptible water supply agreements, alternative transfer mechanisms, other transbasin diversions (including, without limitation, water from the Windy Gap Project), or combination of the above that underlie the Other Water; (c) any fees related to making Other Water available at the Providing Party's raw water treatment plant under this Agreement shall be the responsibility of the Requesting Party.

12.2 In the event the Requesting Party designates a combination of Other Water and C-BT Water in the Delivery Request to satisfy its raw water requirements, then the provisions of Paragraph 12 and 12.1 shall both apply, with the following modification: the volume of raw water to be made available to the Providing Party at the Providing Party's raw water treatment plant shall cumulatively equal one-hundred ten percent (110%) of total volume of potable water to be delivered to the Interconnect under the terms of the Provider Response.

13. WATER QUALITY. The treated water delivered to the Interconnect by the Providing Party shall be potable water of a quality that complies with all applicable state and federal law and regulations regarding drinking water quality ("Water Quality Standards"). Notwithstanding the foregoing, nothing in this Agreement is intended or should be construed to alter the obligations of either the Providing Party or Requesting Party with respect to the Water Quality Standards. Greeley and Loveland respectively shall remain solely responsible for the water quality monitoring, testing, compliance, and noticing requirements associated with the Water Quality Standards for their own Potable Water Systems.

13.1 In the event a Providing Party discovers that any water delivered or to be delivered by it under this Agreement does not meet the Water Quality Standards such that Tier 1 or Tier 2 public notices would be required pursuant to Colorado Water Quality Control Commission Regulation 11 (Colorado Primary Drinking Water Regulations), 5 C.C.R. § 1002-11, it shall within twenty-four (24) hours of the violation notify the Requesting Party of the issue by telephone, followed by written notice of the same. If at any time a Requesting Party has a good faith concern that water delivered or to be delivered to it under this Agreement does not meet the Water Quality Standards, it may refuse such delivery as provided in Section 11 above. In the absence of bad faith, such refusal of delivery shall not be considered a default of this Agreement.

13.2 Upon written request, a Providing Party shall provide to the Requesting Party in digital form a daily water quality log for each day that treated water is delivered pursuant to this Agreement. Such water quality log shall contain, at a minimum and without limitation, levels of chlorine, pH, turbidity, and such other parameters as are reasonably requested by the Requesting Party.

14. FORCE MAJEURE. Any delay or failure of either Party to perform its obligations under this Agreement shall be excused to the extent that the delay or failure is caused directly by an event beyond such Party's control, without such Party's fault or negligence, and that by its nature and despite the exercise of reasonable due diligence and foresight, was unforeseeable or unavoidable by such Party ("Force Majeure Event").

14.1 Either Party's financial inability to cover any cost or make any payment required under this Agreement shall not be considered a Force Majeure Event under this Section 14. Force Majeure Events may have natural or man-made causes, and include the following without limitation: flood, earthquake, storm, fire, epidemic, embargo, riot, labor disturbance, acts of terrorism, failure of the Providing Party Potable Water System, breach of contract by a third party, or restraint by court order.

14.2 The Party unable to perform due to a Force Majeure Event shall use all reasonably diligent efforts to end the event and ensure that the effects of any such event are minimized. During any Force Majeure Event, the non-affected Party may suspend its obligations under this Agreement until such time as the affected Party resumes performance.

15. LIMITATIONS OF OBLIGATIONS AND NO RIGHTS IN EITHER WATER SYSTEM.

As described in Section 17-1 of the Greeley City Charter, the Greeley Potable Water System is owned and operated by its Water Enterprise, as that term is defined pursuant to Article X, Section 20 of the Colorado Constitution. The Greeley Water Enterprise is owned by the citizens of Greeley. Loveland specifically acknowledges and agrees that no rights or ownership in the Greeley Water System shall become vested as a result of service provided under this Agreement. Neither Greeley nor Loveland shall, by reason of any provision of this Agreement or the use of water hereunder or otherwise, acquire any vested or adverse right, in law or in equity, in the water rights or water system owned by the other municipality. Neither the assignment, use, rental, or license of water or water rights nor the payment of any charges shall be deemed to initiate, create, or vest any rights or ownership by either Greeley or Loveland in the other's water rights or water system. Neither Party shall assert nor claim any vested rights to continued treatment services, other than as explicitly established by the terms of this Agreement.

15.1 Nothing in this Agreement is intended or shall be construed to obligate either Party to provide water treatment services to the other to accommodate that Party's inability to meet a shortage in its potable water demand caused by growth outpacing available supply or infrastructure capacity. Accordingly, neither Party shall rely upon this Agreement to service, satisfy, model, or account for growth in its potable water demand or service area.

15.2 Nothing in this Agreement is intended or shall be construed to require a Providing Party to undertake capital improvements to its potable water system for the sole purpose of meeting a Delivery Request or providing potable water to the Requesting Party pursuant to this Agreement.

16. NOTICE. All notices, requests, responses, consents, claims, demands, waivers, and other communications under this Agreement will be in writing and will be deemed to have been given (a) on the date and at the time of delivery if delivered personally to the party to whom notice is given; (b) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is given, or attempted to be given, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed; (c) on the date and at the time shown if emailed, with no notice of delivery failure received within twenty-four (24) hours; or (d) on the date shown on the delivery acknowledgment provided by the courier if sent by a nationally-recognized overnight courier service that provides evidence of delivery. Such notices shall be sent to the Parties via the contact information set forth below. The Parties shall promptly update the contact information as necessary.

City of Greeley:

Water & Sewer Department
1001 11th Avenue, 2nd Floor
Greeley, Colorado 80631
Email: sean.chambers@greeleygov.com;
adam.prior@greeleygov.com

With a copy to:

City Attorney's Office
1100 10th Street, Suite 401
Greeley, Colorado 80631
Email: daniel.biwer@greeleygov.com;
cityattorney@greeleygov.com

City of Loveland:

Loveland Water and Power
200 N. Wilson Avenue
Loveland, Colorado 80537
Email: andy.tenbraak@cityofloveland.org;
chad.birgenheier@cityofloveland.org;
colleen.cameron@cityofloveland.org

With a copy to:

City Attorney's Office
500 E 3rd Street, Suite 330
Loveland, Colorado 80537
Email: cityattorney@cityofloveland.org

17. TERMINATION. In the event either Party fails to meet its obligations under this Agreement, such failure shall constitute a default of this Agreement and the non-defaulting Party may give notice of the perceived default. Either Party may cure an asserted default during the ninety (90) days immediately following the notice. Upon a mutually agreed upon cure in writing of an asserted default, this Agreement shall remain in full force and effect. Upon receipt of notice of perceived default, the defaulting Party may invoke the dispute resolution process described in Section 26.

17.1 If, after the ninety (90) day cure period described above, or after a mutually agreed upon written extension thereof, the non-defaulting party determines that the default has not been cured, the non-defaulting party may give an advance notice of one (1) year that the Agreement is terminated. Nothing herein shall limit either party from collecting damages and amounts due from the other party upon termination of this Agreement for default.

17.2 This Agreement may otherwise be terminated by either Party in the absence of default, with or without cause, by giving an advance written notice to the other Party of no less than two (2) years.

18. NO INTEGRATED SYSTEM. Nothing in this Agreement is intended or shall be interpreted to establish an “integrated system” between the Greeley and Loveland Potable Water Systems within the meaning of the Colorado Primary Drinking Water Regulations, 5 C.C.R. § 1002-11, or within the context of C.R.S. § 37-92-301(4)(b), as either exist now or are subsequently amended.

19. NO PUBLIC UTILITIES COMMISSION CONTROL. The Parties agree to neither assert nor support any statement, policy, petition, rulemaking, legislation, or other effort that may subject Loveland or Greeley to the rate-making authority or jurisdiction of the Colorado Public Utilities Commission.

20. GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended or shall be construed as a waiver, express or implied, of any of the immunities, rights, benefits, protections and limitations to which Loveland and Greeley may be entitled under common law or state statute, including, without limitation, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

21. NO THIRD-PARTY BENEFICIARIES. The terms and conditions of this Agreement, enforcement of the same, and any claims, suits, actions, petitions, or proceedings relating to such enforcement, are strictly reserved to the Parties. Nothing in this Agreement is intended or shall be construed to grant the rights to any such claims, suits, actions, petitions, or proceedings to any third party. Any third party receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.

22. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The proper venue for any legal suit, action, or proceeding arising out of, related to, or resulting from this Agreement will be instituted exclusively in the 19th Judicial District in Weld County, and each party irrevocably submits to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

23. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties concerning the subject matter herein and supersedes any previously existing agreements concerning the same, whether oral or written, including without limitation, the 2000 IGA and 2010 IGA.

24. SEVERABILITY AND WAIVER. If any term or condition of this Agreement is found invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or condition of this Agreement unless the severance of such term would render the purpose of this Agreement frustrated. The failure by either Party to enforce a breach of any term or provision of this

Agreement shall not operate or be construed as a waiver of any subsequent breach by the other. Any such waiver of breach must be made explicitly in writing.

25. ASSIGNMENT. Neither Party may assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be given or withheld in that Party's sole discretion. No such consent or resulting assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

26. ALTERNATIVE DISPUTE RESOLUTION. In the event of a disagreement concerning the interpretation of any term or condition of this Agreement, the Parties agree to attempt resolution of such disagreement through negotiation, first at the staff level and second through their respective Water and Sewer Boards and/or City Councils. Procedures for such negotiations shall be established by written mutual agreement at the time and may, with the concurrence of the Parties, involve the use of qualified outside mediators. Any resolution reached therefrom must be made by a written agreement duly authorized and executed by the Parties.

IN WITNESS WHEREOF, the City of Greeley and the City of Loveland have authorized and executed this Intergovernmental Agreement for Potable Water Interconnect Operations, effective as of the date first set forth above.

THE CITY OF GREELEY, COLORADO

AS TO SUBSTANCE:

By: _____
City Manager

WATER AND SEWER BOARD APPROVAL:

By: _____
Chairman

AS TO LEGAL FORM:

By: _____
City Attorney's Office

AS TO AVAILABILITY OF FUNDS:

By: _____
Director of Finance

THE CITY OF LOVELAND, COLORADO

By: _____
Utilities Director

By: _____
City Manager

AS TO LEGAL FORM:

ATTEST:

By: _____
Assistant City Attorney

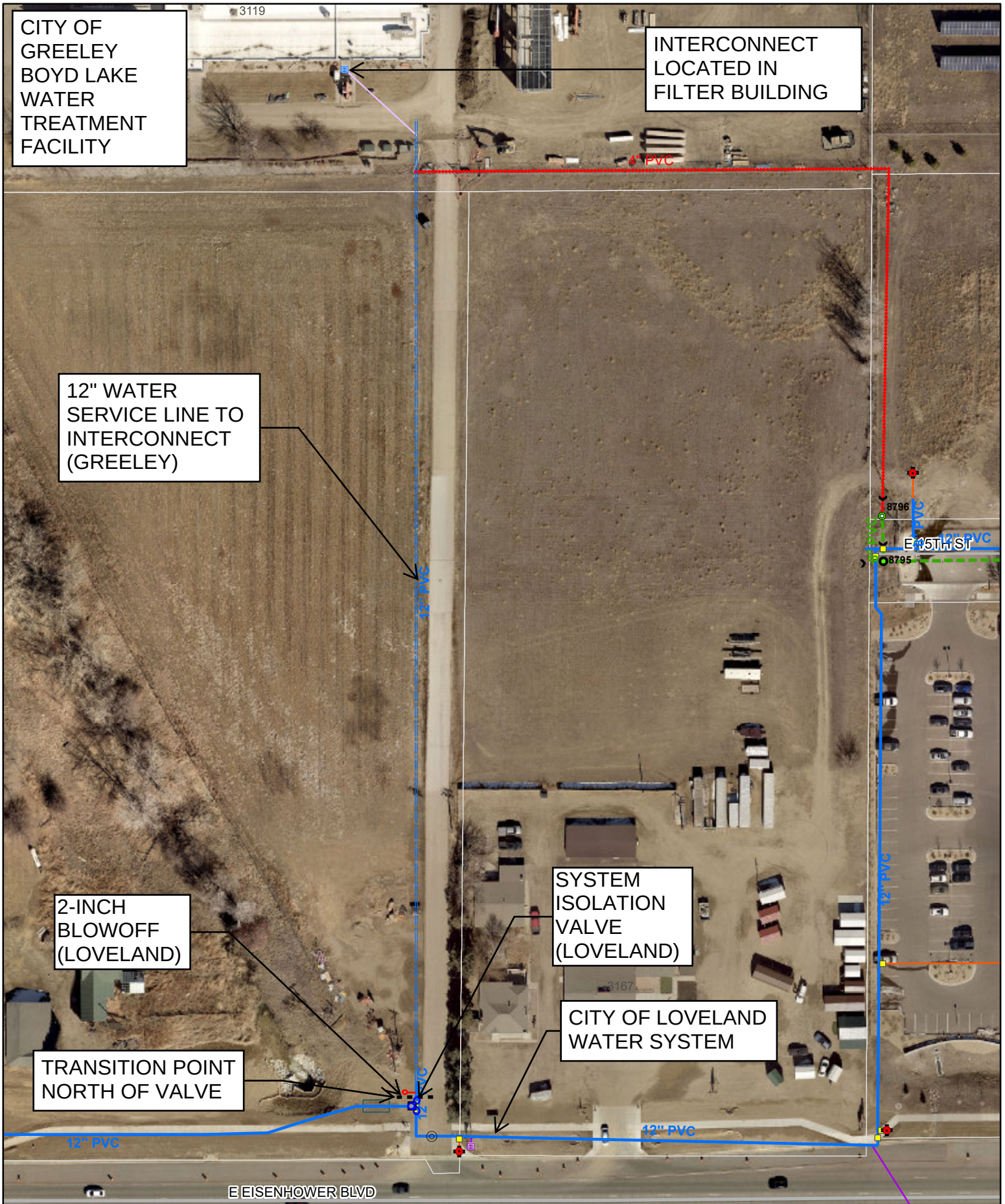
By: _____
City Clerk [SEAL]

EXHIBIT LIST

Exhibit A – City of Greeley Boyd Lake Water Treatment Facility

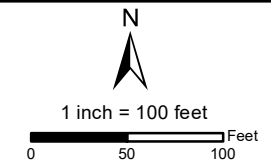
Exhibit B – Boyd Lake Interconnect Piping Schematic

Exhibit C – SOP for Activating the Interconnect



This document was prepared for internal use by the City of Loveland, CO. The city makes no claim as to the accuracy or completeness of the data contained hereon.

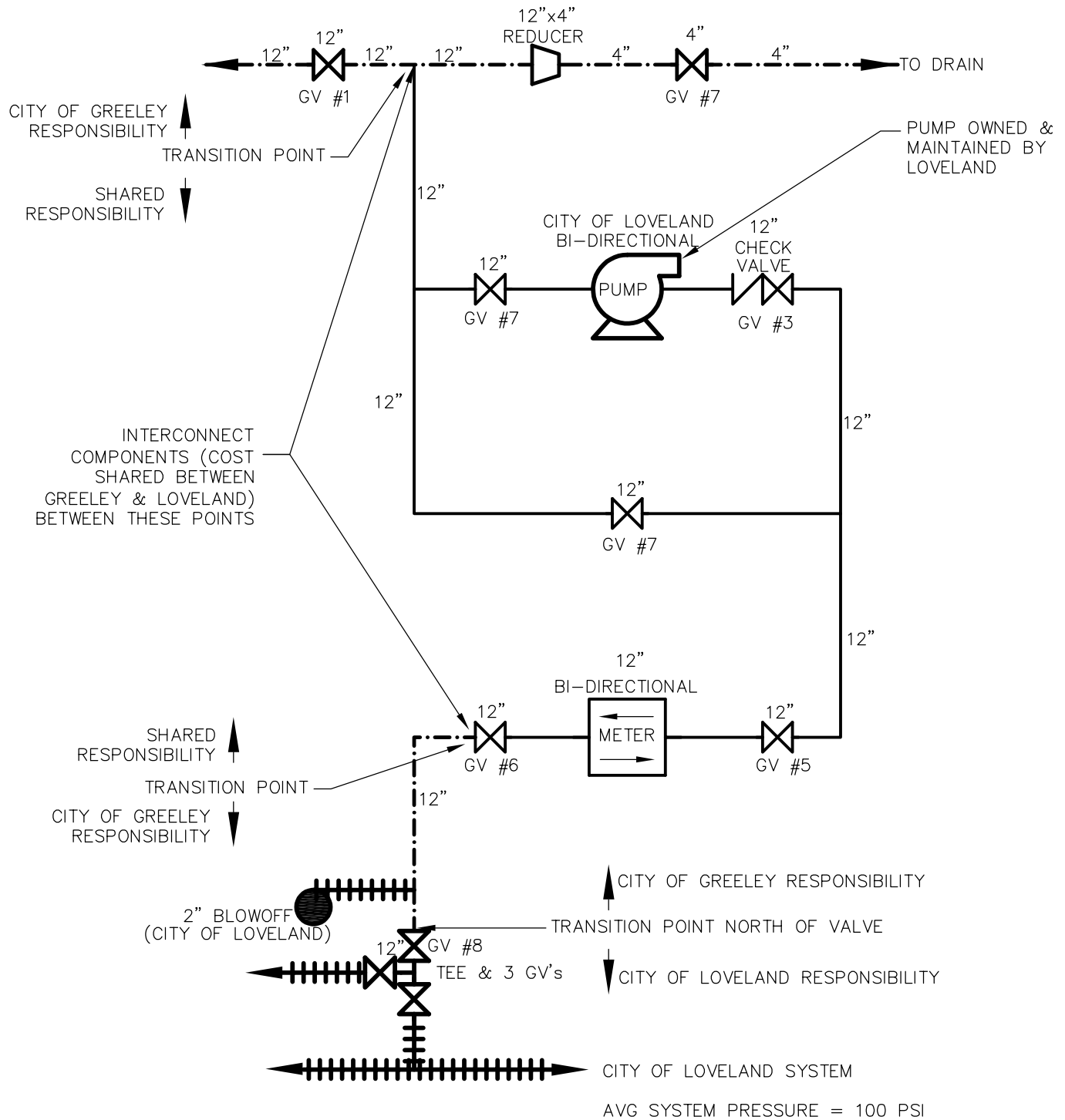
Due to security concerns, the city requests that you do not post this document on the internet or otherwise make it available to persons unknown to you.



City of Greeley
EXHIBIT A-
DATE: 02/25/2025

Water	
— Water Main	— Meter Lateral
— Irrigation Meter Lateral	— Fire Hydrant Lateral
- - - Commercial Meter Lateral	- - - Fire Lateral

AVG SYSTEM PRESSURE = 40 PSI (IF MORE PRESSURE IS REQUIRED, CAN BE INCREASED BY ACTIVATING INTERNAL PUMPS)



GREELEY-LOVELAND INTERCONNECT COMPONENTS-PIPING SCHEMATIC



CITY OF LOVELAND
DEPARTMENT OF
WATER AND POWER



CITY OF GREELEY
DEPARTMENT OF
WATER & SEWER

DATE
APPROVED

2025

EXHIBIT
B

Task:	Activation of Interconnect with Loveland
Revision Date:	01/13/2025
Description:	Steps to follow to activate the water interconnect between the City of Greeley and the City of Loveland at Boyd Lake WTP.
Responsibility:	Boyd Lake Plant Superintendent Boyd Lake Lead Operator Boyd Lake Main Line 970-667-7031, staffed 24-7 April thru October City of Loveland Water Operations Supervisor Andy Tenbraak 970-290-2260 City of Loveland Water Utilities Manager Chad Birgenheier 970-290-7514 A delivery request by the Requesting Party to the Providing Party for potable water through the interconnect. A written provider response by the Providing Party to the Requesting Party. Meter reads before, during, and after interconnect activation.
Frequency:	As needed
Process Steps:	1. Requesting Party contacts by phone then submits a written request by email to the Providing Party for potable water through the Boyd Lake Water Plant Interconnect, including a valid reason for the request. 2. Providing Party sends a provider response to the delivery request on whether they approve the activation of the interconnect. If the Providing Party approves, then continue with the remaining activation steps. Greeley giving water to Loveland action steps. 3. MCC-3 Loveland Interconnect Pump No. 1, put breaker in ON position. Cabinet located in Filter Building 9-12  4. All valves are numbered. Open valve #1, normally open. 5. Open valve #2, normally open. 6. Open valve #3, normally open. 7. Close valve #4, normally closed. 8. Open valve #5, normally closed. 9. Open valve #6, normally closed.

City of Greeley
Boyd Lake Water Treatment Plant

Standard Operating Procedure

10. Close valve #7, normally closed.
11. To turn on pump, turn Lockout/Stop key by pump.
12. The parties will work together to agreed upon total flow. Set flow by adjusting valve #6.

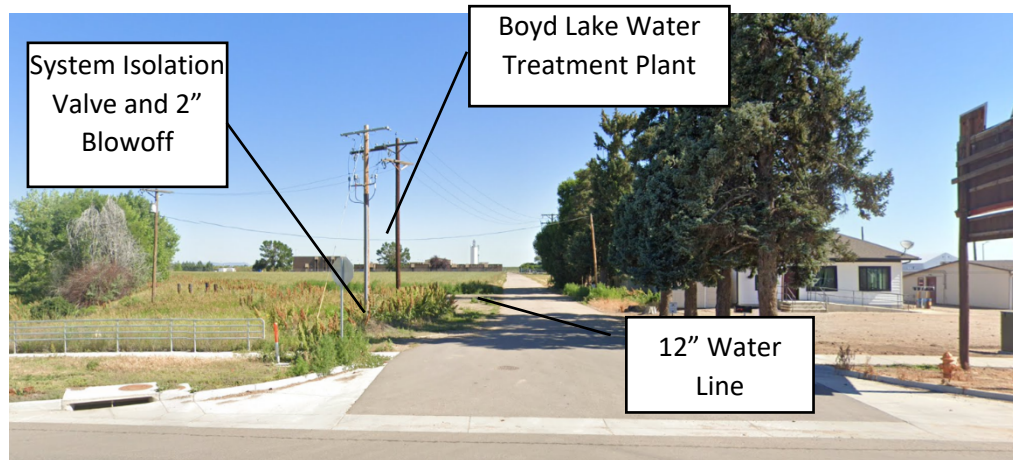


13. City of Loveland will open 2" blowoff to flush and 12" service line to meet minimum chlorine residual.
14. Once flushing is complete, then both parties will read the meter (flow totalizer) and both parties will record the starting value. Note that on the 12" Rosemount Mag Meter that a forward reading is City of Loveland usage & reverse reading is City of Greeley usage.
15. To shutdown system, notify supervisor, turn off pump, breaker, close valve #6, record flow totalizer. Set valves back to normal position.



Loveland is giving water to Greeley action steps.

1. Close valve #1, normally open.
 - a. Open valve #4, normally closed.
 - b. Open valve #5, normally closed.
 - c. Open valve #6, normally closed.
2. Crack open valve #7 and monitor flow. Sample to meet minimum chlorine residual.
3. Close valve #7 when you get good chlorine residual. Valve normally closed.
4. Open valve #1, to agreed upon flow rate. Valve normally open.
5. To shutdown system, notify supervisor, close valve #6, valve normally closed, both parties will record flow totalizer.



Current Contacts

Boyd Lake Plant Superintendent Jeff Monson 970-888-1463
 Boyd Lake Lead Operator Kyle Beyerlein 970-617-9937
 Boyd Lake Main Line 970-667-7031, staffed 24-7 April thru October
 City of Loveland Water Operations Supervisor Andy Tenbraak 970-290-2260
 City of Loveland Water Utilities Manager Chad Birgenheier 970-290-7514



Water & Sewer Agenda Summary

March 19, 2025

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

Title:

Water Resource Portfolio Update

Summary:

The City of Greeley has smartly invested in the water rights portfolio for the past three decades. Through modeling and assumptions, the division of Water Resources will provide a brief overview of the owned water rights and their approximate yields for the Water and Sewer Board.

Recommended Action:

Informational Only

Recommended Motion:

None

Attachments:

1. Water Resource Portfolio Update

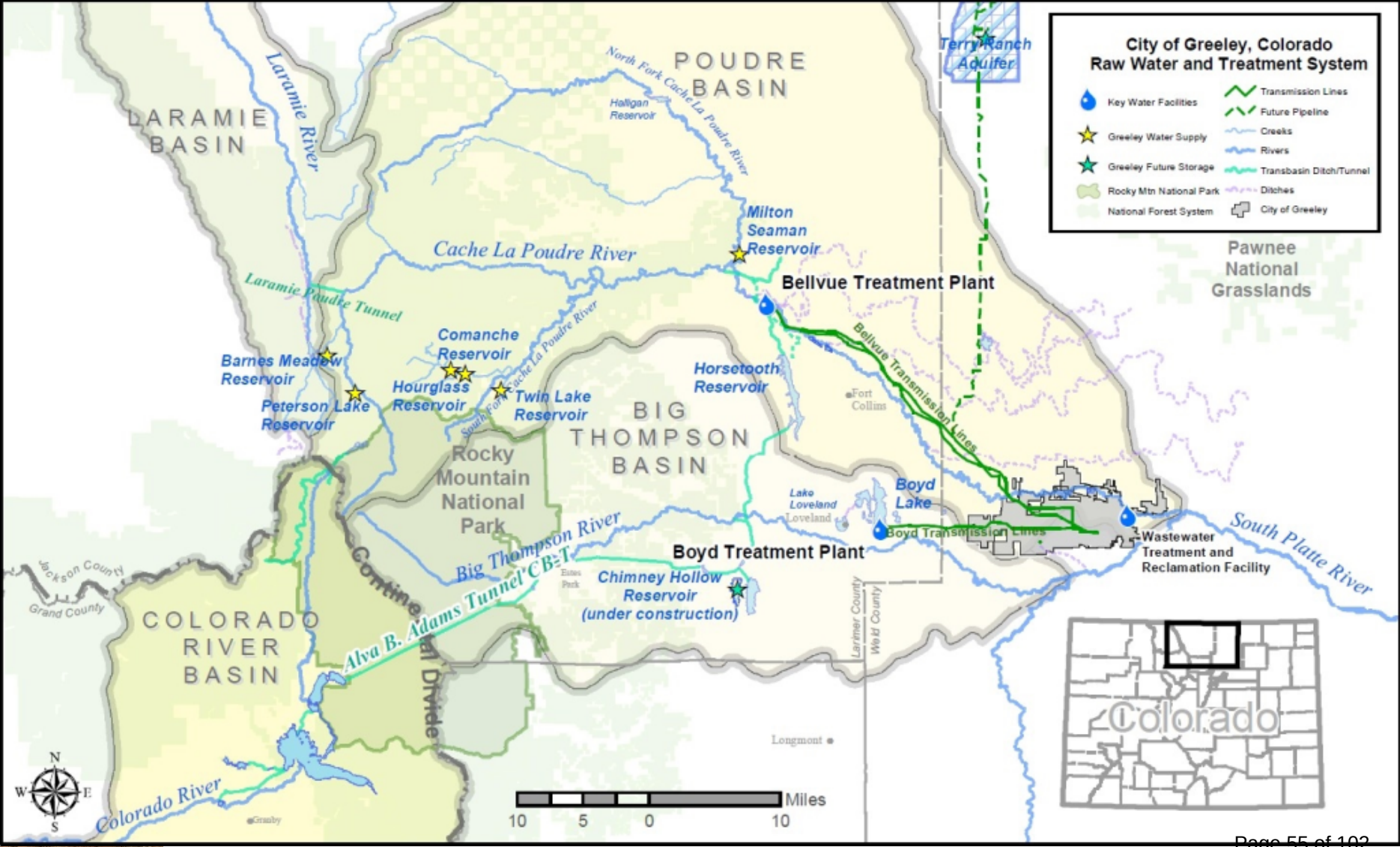
Greeley Water Resource Portfolio Update

March 19, 2025

**Leah Hubbard, Deputy Director
of Water Resources**

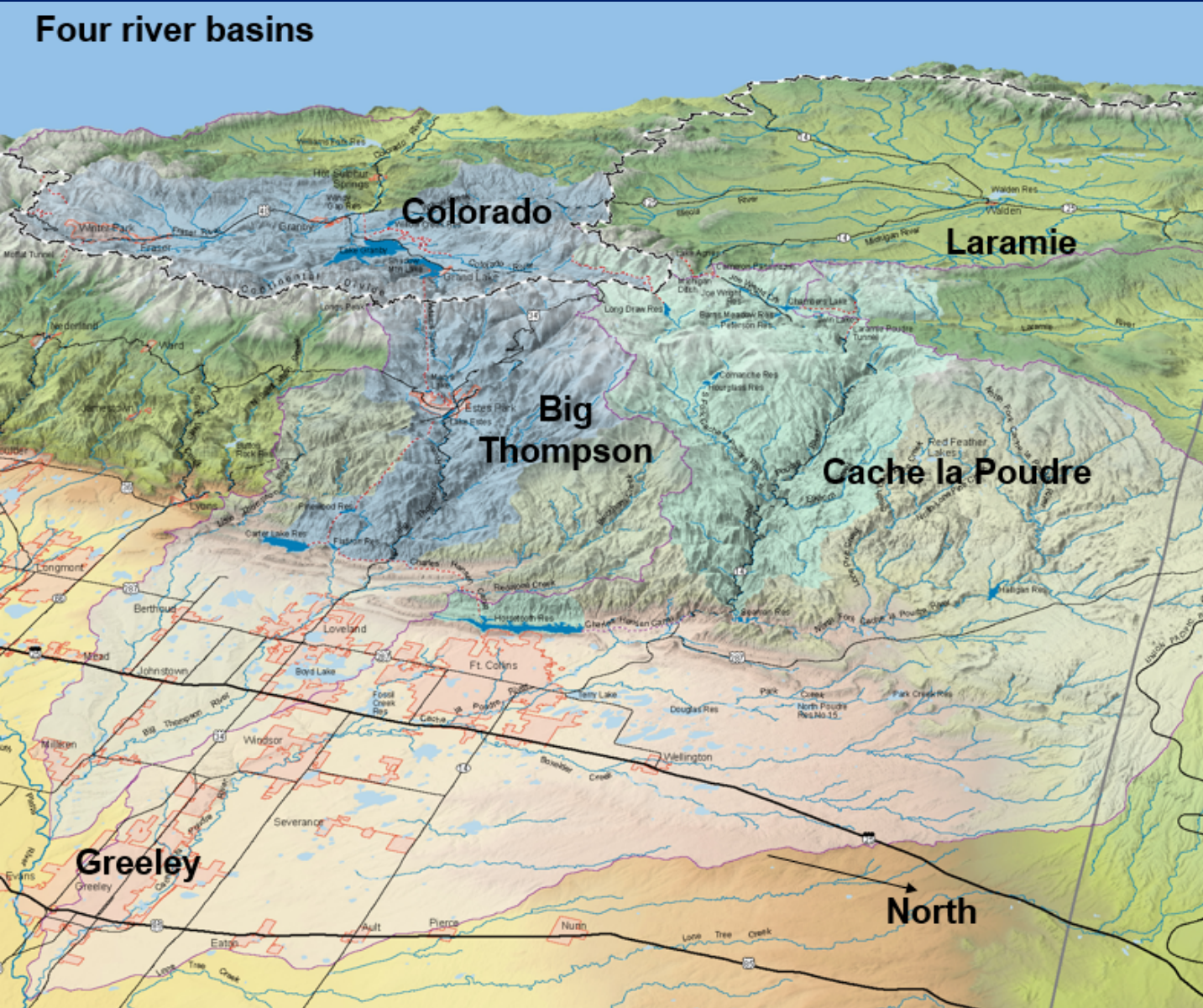


Greeley's Current Water Supply System



Sources

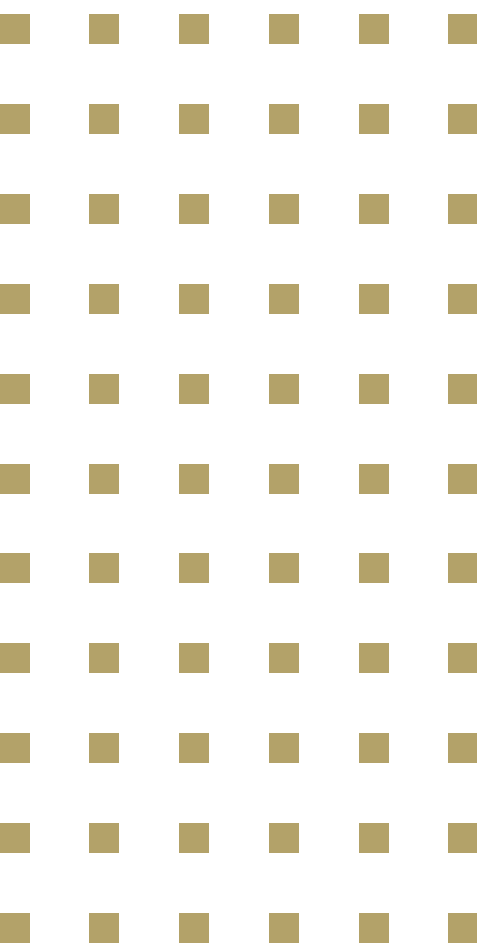
Four river basins



Sources for Water Supplies

- Cache la Poudre River Basin
- Big Thompson River Basin
- Colorado River Basin
- Laramie River Basin

Definitions

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

Water Right – A decreed amount of water that determines the amount of water an owner can use

Water Share – A ditch company can divide their water right into shares among their stockholders

Water Unit – Northern water considers Windy Gap and C-BT in units

Firm Yield – a volume of water that is available during a dry period

All The Numbers!

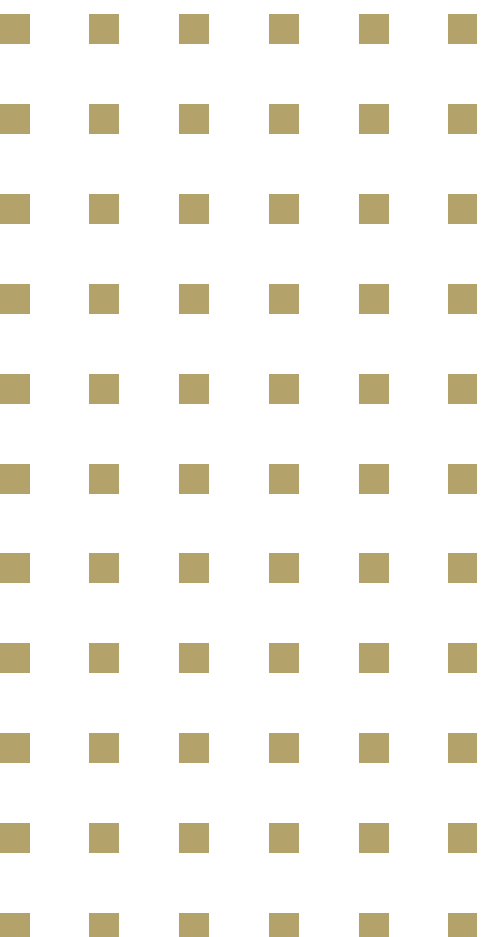
Cash in-lieu study – WestWater suggested that Greeley has 4500AF to grow into

Greeley's Western Growth Areas Raw Water – Derek Hannon suggested that new growth could equal 17,000AF

- Derek has revised his number to closer 13,000 – 15,000AF for both non-potable and potable water sources
- Analysis was based on open space and PUD demands

Inside Greeley Usage ~ 22,000AF

Assumptions for Presentation

- 
- Only looking at treated water sources
 - Conservative firm yield
 - Storage not included
 - Purposely broad
 - Exec. Session if more detail requested

Treatable

- 392 shares of changed and treatable water, Firm Yield 6,600AF – 13,000AF
- 22,861 units of CBT 16,000AF
- 9,125 AF of Poudre Direct Flow
- 4,900 AF of Windy Gap
- 1,000 AF of Tunnel

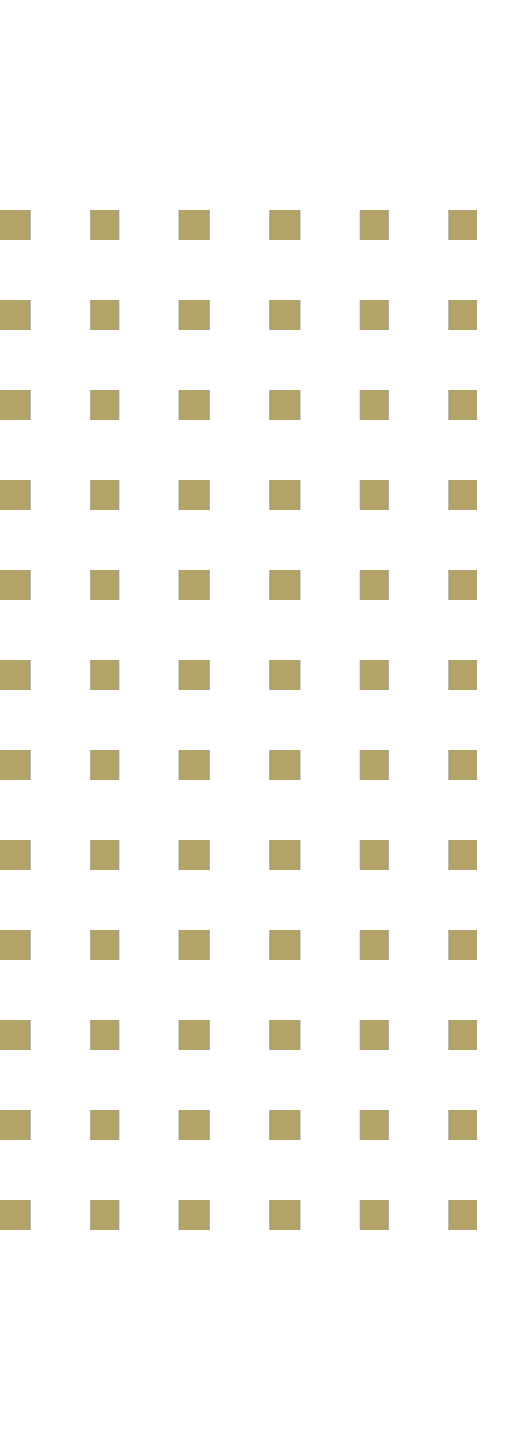
36,000 – 44,000 AF annual yield



Storage

- Planning has provided a huge safety net through storage
- Chimney Hollow, Milton-Seaman, Overland Trail Ponds, and Terry Ranch protect during droughts
- April Declaration of an Adequate Water Year ensures enough water *already in storage* to cover an entire year of inside Greeley services with no additional incoming water



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

Questions?



Water & Sewer Agenda Summary

March 19, 2025

Key Staff Contact: Jason Clark - Water Distribution and Transmission Superintendent, Patrick Turn - Asset Manager

Title:

Water Transmission and Distribution Update

Summary:

Staff will update the Water and Sewer Board on accomplishments of the Distribution and Transmission team in 2024 including crew updates, leaks, and asset management.

Recommended Action:

Informational only

Recommended Motion:

None

Attachments:

1. DTUupdate



Water Distribution and Transmission 2024 Update

Jason Clark, Water Distribution & Transmission Superintendent
Patrick Turn, Asset Manager
Water & Sewer Board | March 19, 2025

Agenda

- Crew Updates
 - Maintenance Program
 - Backflow Compliance
 - Construction Crew
- Leak Report
 - 4 year map
 - Leak Data Analysis
- Cityworks Updates
 - Data Collection
 - Cost Analysis
 - 2024 Metrics
 - Impact Map



Maintenance Program



- 856 valves exercised
- 21 valve replacements
- 1,758 hydrants serviced
- 32 hydrants replaced
- 26 PRVs inspected
- 1 PRV reworked
- 38,145 tickets responded
 - 32,033 Cleared Tickets
 - 6,249 Marked Tickets

Backflow Compliance

- 92% compliance 2024
 - CDPHE Requires 90%
- 4,865 total backflow assemblies
- 4,487 tested compliant in 2024
- Updated Backflow Ordinance approved by City Council
- Backflow team is fully managing City of Greeley owned devices
- HB25-1077 on track to correct plumbing license requirements

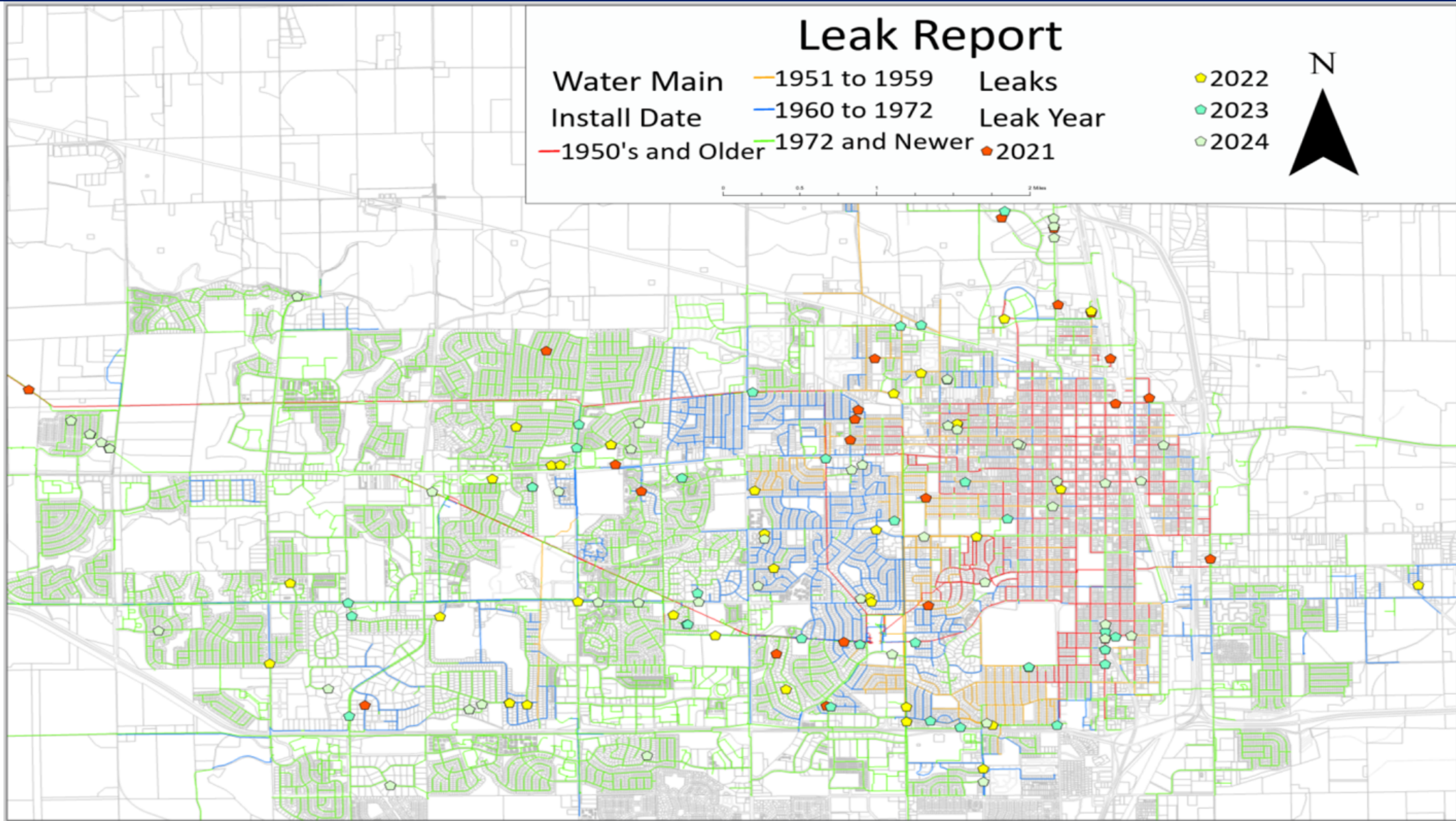


Construction Crew



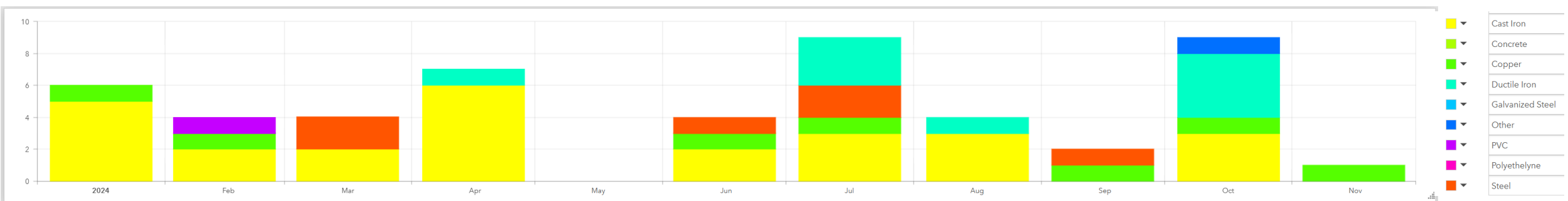
- Planned to begin working large scale projects for Water and Sewer
 - Farr neighborhood kickoff project
- All costs from crew tracked through Cityworks
 - Full analysis of cost savings from hiring contractors
- Equipped with High Accuracy GNSS receivers
 - Collect engineering grade location data on site

4 Year Leak Map



D&T 2024 Leak Data

Leak Year	Number of Leaks	Cost of Leaks	Shears	Corrosions	Lead Joints	Contractors	Split	MISC	<1950's	1951-1959	1960-1972	>1972
2024	65	\$486,368.28	16	16	5	11	6	6	24	10	12	19
2023	51	\$173,463.84	18	27	1	0	2	2	16	10	14	11
2022	64	\$109,650.94	19	26	4	5	0	2	20	16	13	15
2021	35	\$60,302.88	12	16	1	4	0	2	14	5	7	9



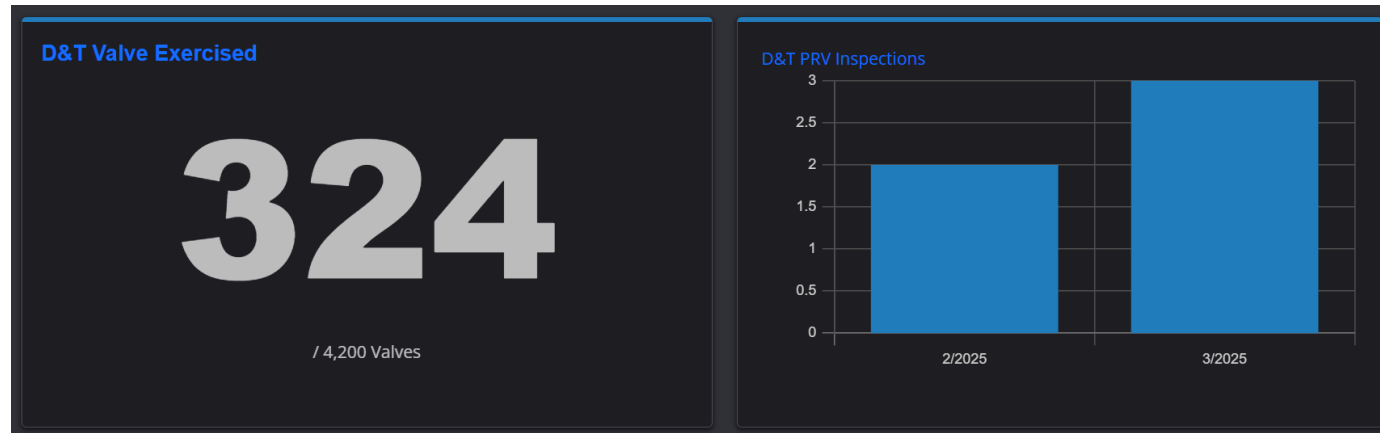
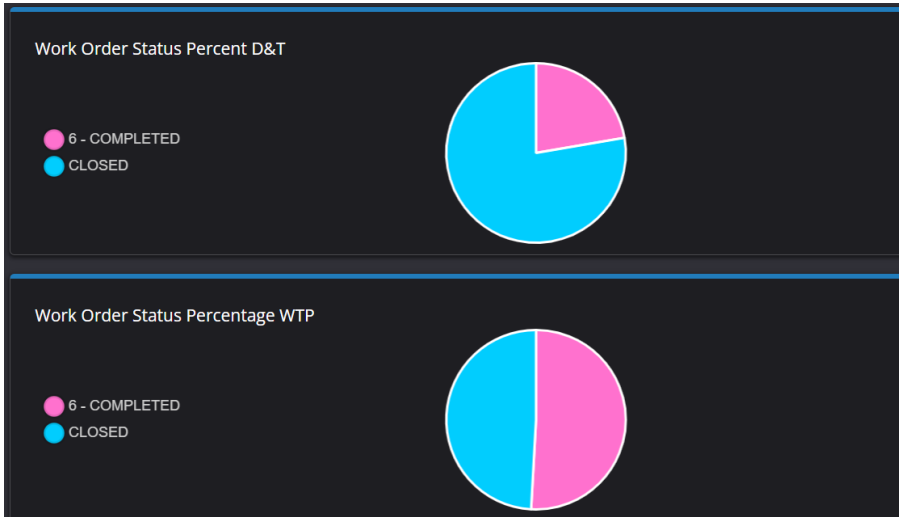
Cityworks provides significantly more data!

- Water and Sewer costs
- Contractor costs
- Costs from other departments

Cityworks Data Collection

Work Orders

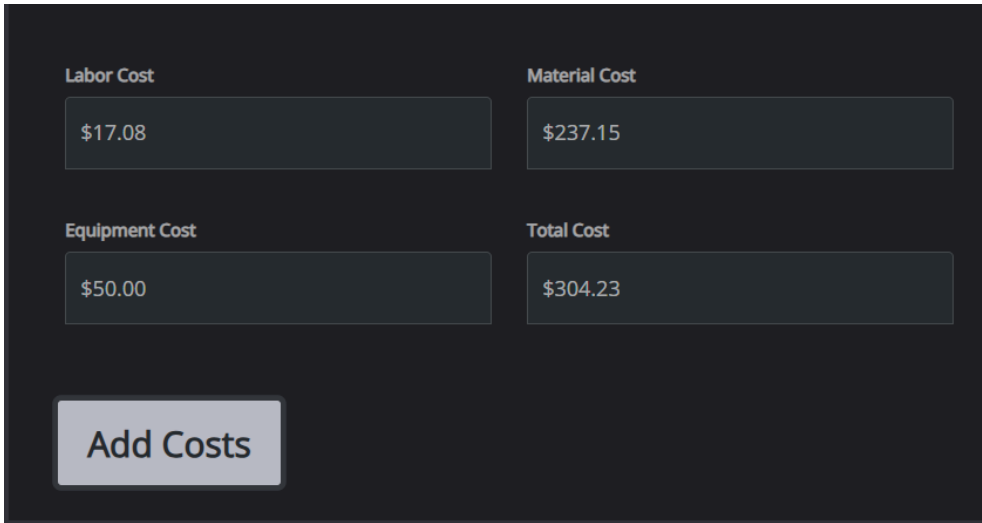
- Designed to track maintenance activities
- Crews responsible collecting data
- Supervisors responsible for Quality review and archival
- Asset Management responsible for tracking and boosting engagement with system, analyzing data



Inspections

- Documented record of an asset's condition to determine condition and maintenance score
- Crews responsible collecting data
- Supervisors responsible for Quality review and archival
- Asset Management responsible for tracking and boosting engagement with system, analyzing data

Cityworks Cost Analysis

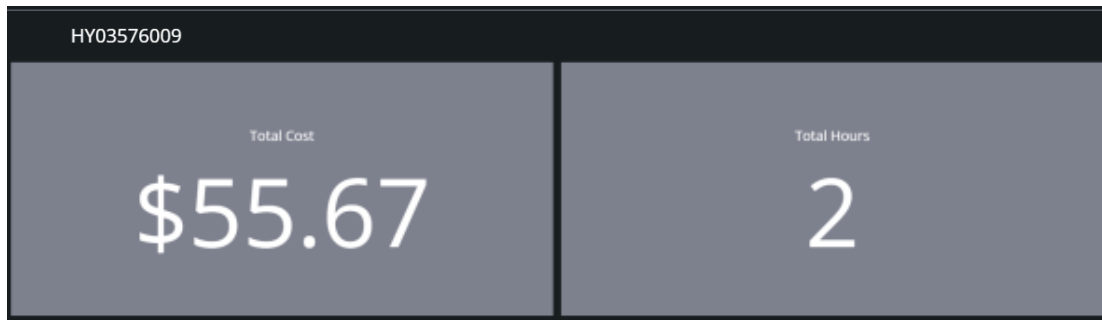


A screenshot of a web application interface for cost analysis. It features four input fields arranged in a 2x2 grid. The top-left field is labeled 'Labor Cost' and contains '\$17.08'. The top-right field is labeled 'Material Cost' and contains '\$237.15'. The bottom-left field is labeled 'Equipment Cost' and contains '\$50.00'. The bottom-right field is labeled 'Total Cost' and contains '\$304.23'. Below these fields is a button labeled 'Add Costs'.

Category	Value
Labor Cost	\$17.08
Material Cost	\$237.15
Equipment Cost	\$50.00
Total Cost	\$304.23

Add Costs

- Labor Costs
 - Employees hours, overtime
- Equipment Costs
 - Trucks, pumps, generators
- Inventory/ Material Costs
 - Pipes, fittings, paint
- Asset to Asset Costs
 - Combined cost on assets



A screenshot of a summary table. The table has two columns. The first column is labeled 'Total Cost' and displays '\$55.67'. The second column is labeled 'Total Hours' and displays '2'. The table is identified by the ID 'HY03576009' in the top left corner.

Total Cost	Total Hours
\$55.67	2

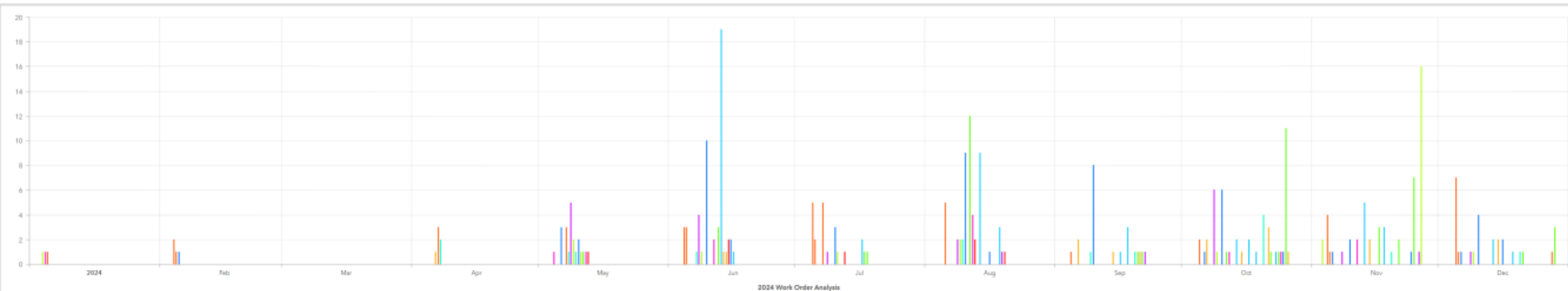
Cityworks Metrics

Distribution and Transmission

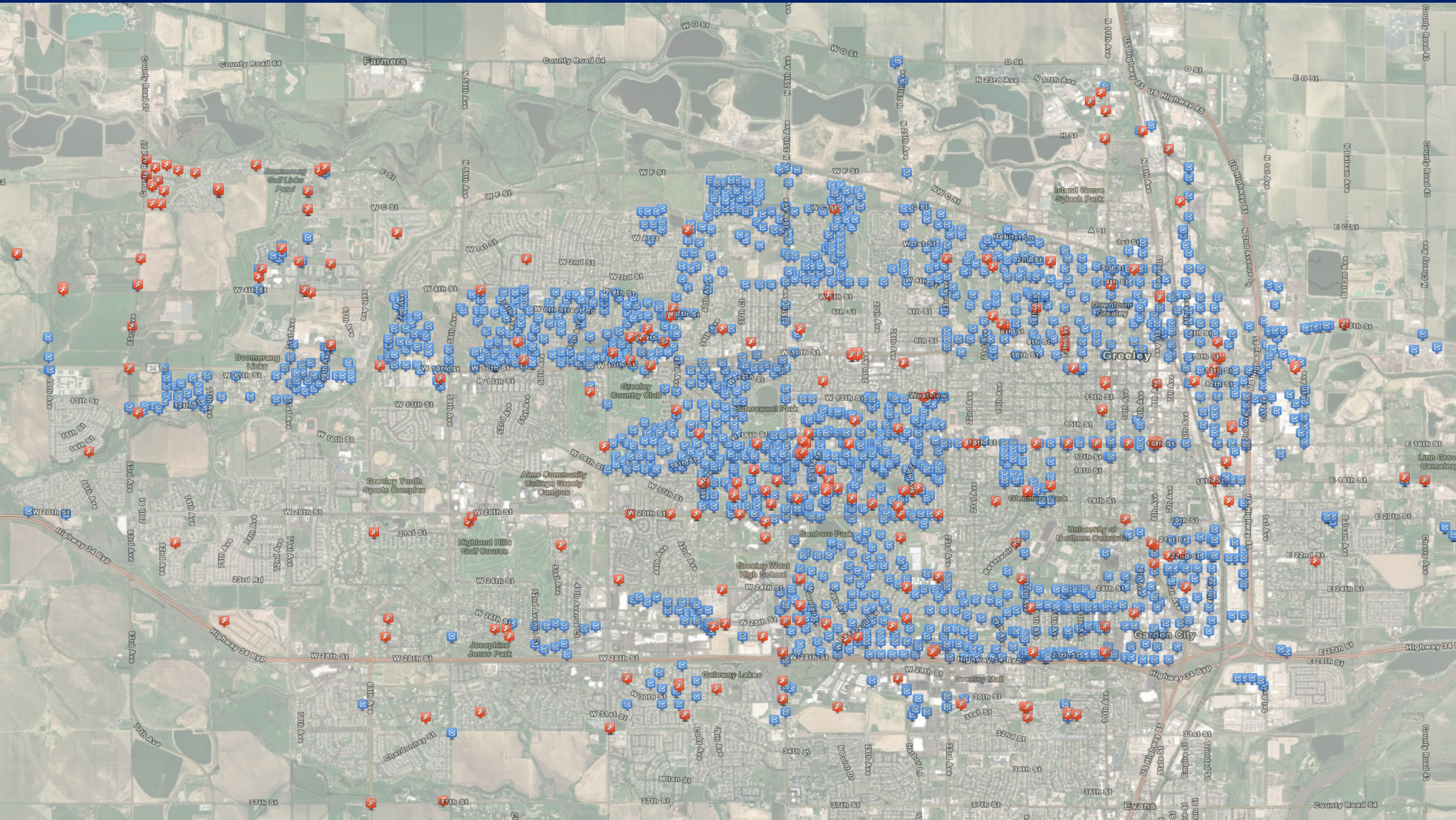
- 408 Work orders recorded
 - 15% increase from 2023
- 2,214 Inspections recorded
 - 4,258% increase from 2023

Asset Management

- 123 New Assets added to Inventory
- 158 existing Assets updated
- 562 Assets tagged with updated tagging standards



D&T Citywide Work Map



2024 Work Order and Inspection Map

Blue Bubbles – Inspections

Red Bubbles – Work Orders

Thank you





Water & Sewer Agenda Summary

March 19, 2025

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

Title:

Legal Report

Summary:

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

Based on our review of the January 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 March 2025 to the following water court application:

Case No. 25CW3005: This case concerns an application by Martin Marietta Materials, Inc. for reasonable diligence for an existing conditional water right for the 35th Avenue Reservoir, in the amount of 8,010 acre feet. This reservoir would be filled by diversions from the Boyd and Freeman Ditch and the Greeley Canal No. 3, in which Greeley holds substantial ownership interests. The proposed reservoir is also in close proximity to Greeley's Poudre Ponds complex. We recommend that Greeley file a statement of opposition in this case to be fully informed of the current status of this proposed reservoir and to protect Greeley's water rights and interests in the related ditch systems from injury.

In addition, counsel will provide a brief summary of the following matter:

Case No. 23CV00533 (United States of America v. WSSC) – The U.S. District Court for the District of Colorado entered a consent decree on January 30, 2025, finalizing settlement of the lawsuit brought by the United States against The Water Supply and Storage Company ("WSSC") for damages to Rocky Mountain National Park resources allegedly caused by a 2017 rupture of the Grand River Ditch. The settlement requires WSSC to compensate the United States in the amount of \$2.68 million and retain an independent third-party consultant to develop a comprehensive operations and maintenance plan for the Grand River Ditch.

Recommended Action:

Staff and water counsel recommend authorizing filing a statement of opposition in Division 1 Case No. 25CW3005.

Recommended Motion:

"I move that the Board authorize filing statements of opposition in Case No. 25CW3005 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

March 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

Colorado Water Conservation Board Meeting

March 19th and 20th at Doubletree Hotel in downtown Greeley

<https://cwcb.colorado.gov/board-meetings>

CSU Water Tables and Conference at Colorado State University SPUR Campus

March 25th

<https://watercenter.colostate.edu/event/rotary-colorado-river-spur-conference/>

BizWest Confluence Water Summit

Thursday, April 3, 2025 - at Aims Welcome Center

<https://events.bizwest.com/confluence-colorado-water-summit-and-net-zero-cities/>

Northern Water 2025 Spring Water Symposium

Tuesday, April 8th

2025 Hydrology and Quota setting discussion

South Platte Basin Roundtable

Tuesday, April 8th at 4:00 PM at Greeley Fun Plex Meeting Rm.

Presentation of South Platte Recovery Project

<https://southplattebasin.com/>

2. Reminder of rescheduling April Board meeting to April 14th

3. Report on federal advocacy on water infrastructure funding, utility affordability programs, and watershed health and flood resiliency programs

4. NISP litigation settlement with Save the Poudre in CASE NO.24-CV-00235

Recommended Action:

Informational only

Recommended Motion:

None

Attachments:

1. 2025-4-8_Spring_Water_Symposium_Agenda
2. NISP Settlement- 24-cv-235
3. CO Water Ctr. Colorado River Rotary Conference 3.24-2.27
4. Board Meeting Charts_2025

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. Northern Integrated Supply Project Update**Carl Brouwer**
Project Management Department Manager
- 9:30 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

- 10:15 a.m.  Water Preservation (5 minutes)

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

- 10:45 a.m. Regional Water Awareness Messaging.....**Darren Nowels**
Senior Water Efficiency Planner, Northern Water

- 11 a.m. Introducing Statewide Water Organizational Leadership.....**Jeff Stahla**
Public Information Officer, Northern Water

Guests

Chané Polo

Executive Director, Colorado Water Congress

Juan Pérez Sáez

Executive Director, Water Education Colorado

- 11:25 a.m.  Chimney Hollow Reservoir Project Update (10 minutes)

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

- 12:20 p.m. Water Year Outlook
 Division Engineer Update.....**Aliyah Santistevan**
 Assistant Division Engineer, Division 1, Colorado Division of Water Resources
 Water Supply Update: Spring 2025.....**Luke Shawcross**
 Water Resources Department Manager, Northern Water
- 1:10 p.m. U.S. Bureau of Reclamation Update.....**Patrick Fischer**
 Deputy Area Manager, U.S. Bureau of Reclamation
- 1:25 p.m. Colorado-Big Thompson Project Quota Discussion**Brad Wind**
 General Manager, Northern Water
 Luke Shawcross
 Water Resources Department Manager, Northern Water
- 1:35 p.m.  Grant Highlight (3 minutes)
- 1:40 p.m. **BREAK, NETWORKING & PROJECT TABLE ENGAGEMENT**
- 2 p.m. Working With Our Neighbors and Across Borders.....**Kyle Whitaker**
 Colorado River Programs Manager, Northern Water
- 2:30 p.m. South Platte Salinity Update.....**Karen Schlatter**
 Interim Director, Colorado Water Center
- 2:50 p.m. Thank You**Dennis Yanchunas**
 President, Northern Water Board of Directors
- 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 & Water Scheduling** – Learn about the latest projects from our Collection and Distribution Systems departments, as well as the start of the water year.

*All presentations and links to videos will be emailed to attendees following the event.
 Agenda revised March 5, 2025*

CASE NO. 1:24-CV-00235
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into by and between Save the Poudre, Petitioner, and the Northern Integrated Supply Project Water Activity Enterprise, Respondent-Intervenor, in Save the Poudre v. Lieutenant General William H. Graham, Jr., in his official capacity as the Chief of the U.S. Army Corps of Engineers, Case No. 1:24-cv-00235, United States District Court, District of Colorado (“Case No. 1:24-cv-00235”). Petitioner and Respondent-Intervenor are collectively referred to herein as the “Parties” and individually referred to as Save the Poudre or NISP Enterprise, as appropriate. The Northern Integrated Supply Project is referred to herein as “NISP”. This Agreement shall be effective on the date it has been executed by both Parties. Prior to execution by all Parties, this Agreement shall have no legal or evidentiary effect.

In consideration of the mutual terms and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, and for the purpose of settling the above-referenced litigation without further judicial proceedings, the Parties agree as follows:

1. The Parties have simultaneously executed this Settlement Agreement and the attached Stipulation of Dismissal in Case No. 1:24-cv-00235.
2. Save the Poudre will, within one (1) business day of the execution of the Stipulation of Dismissal by Save the Poudre, the United States of America, and the NISP Enterprise, file the Stipulation of Dismissal with the United States District Court, District of Colorado in Case No. 1:24-cv-00235.
3. The NISP Enterprise will pay a total of \$100,000,000 according to the following terms and schedule:
 - A. Payment will be made when due to the Community Foundation of Northern Colorado (“NoCo Foundation”) to be held in a segregated interest bearing fund approved by the Fund Committee (“Cache la Poudre River Improvement Fund” or “Fund”), or to such other alternative fund, entity or funding mechanism as is mutually acceptable to the Parties and approved by the Fund Committee as described below (NoCo Foundation and any alternatives are identified as a “Fund Recipient”), to be governed and disbursed exclusively for Cache la Poudre River Improvement Fund Project purposes as described in Paragraph 4.
 - B. Payment Schedule:
 - i. \$5,000,000 within three (3) business days of dismissal with prejudice in Case No. 1:24-cv-00235 (unless additional time is requested by the Fund Recipient or agreed to by the Parties).
 - ii. \$5,000,000 within three (3) business days of issuance of final notice to proceed to the General Contractor for NISP for construction of the main

dam required for the formation of Glade Reservoir, a copy of which will be contemporaneously provided to Save the Poudre.

- iii. \$7,500,000 within three (3) business days of issuance of final acceptance of the main dam allowing for the formation of Glade Reservoir by the Colorado State Engineer pursuant to Section 8.3 of the Rules and Regulations for Dam Safety and Dam Construction, 2-CCR 402-1, effective January 1, 2020, a copy of which will be contemporaneously provided to Save the Poudre.
 - iv. For the remaining amount (\$82,500,000), \$7,500,000 per year for 11 consecutive years following the calendar year in which the payment required by Paragraph 3.B.iii occurs. Each such annual payment will occur on or before August 1 of each calendar year in which it is due.
 - v. If any person or entity initiates litigation or an administrative process challenging the regulatory approvals for NISP (which includes all components of NISP, including without limitation the Glade and Galetton Reservoirs with associated pipelines), including under the Record of Decision of the United States Army Corps of Engineers for NISP dated December 9, 2022 together with any administrative updates or modifications pursuant to 33 CFR § 325.7, the schedule above and the NISP Enterprise's payment obligations stated herein shall be immediately stayed. A copy of any such litigation or administrative process triggering a stay will be contemporaneously provided to Save the Poudre. Once any such litigation or administrative challenge is resolved, including all appeals and remands (including if required, new analysis or supplementation), and if the NISP Enterprise thereafter proceeds with construction and operation up to its currently approved amounts of storage for Glade Reservoir, then all remaining payments agreed upon herein will resume within sixty (60) days thereafter. If NISP does not proceed, at the sole discretion of the NISP Enterprise, then no further payments will be required.
4. Moneys paid into the Cache la Poudre River Improvement Fund will be used for the study, design, construction, permitting, operation, implementation, and maintenance of projects to improve aquatic habitat, riparian habitat, water quality, water flows, and boating and other recreational opportunities in the reach of Cache la Poudre River between immediately above the diversion works for the Munroe Gravity Canal and the Cache la Poudre River's confluence with the South Platte River ("Cache la Poudre River Improvement Fund Projects"). A non-exclusive but representative list of types of Cache la Poudre Improvement Fund Projects is attached to this Settlement Agreement as Exhibit A, provided, however, that other Cache la Poudre Improvement Fund Projects consistent with this Paragraph 4 may be selected and advanced pursuant to this Settlement Agreement. The Parties acknowledge that contracting and implementation of Cache la Poudre River Improvement Fund Projects may require a project manager, and that Northern Colorado Water Conservancy District may be considered as a project manager with approval of the Fund Committee. Fund expenditures shall not be used for any project already described or committed to by the NISP Enterprise in the Mitigation

and Enhancement Plan”¹ or any other document or plan described or committed to by the Enterprise prior to the execution date of this Agreement.

5. Distributions of money from the Fund, for the purposes specified in Paragraph 4, shall be overseen by a committee composed of six members (“Fund Committee”), which shall meet at least semi-annually until all money from the Fund has been expended.
 - A. Save the Poudre and the NISP Enterprise shall each select three (3) individuals to then become members of the committee. Any distribution of money from the Fund shall require at least four (4) votes in favor of a Proposed Project.
 - B. It is anticipated that other entities may contribute to the Cache la Poudre River Improvement Fund. Such additional contributing entities may be made members of the Fund Committee by an affirmative vote of at least four (4) members of the Fund Committee, subject to modification or replacement of this Agreement as described below in Paragraph 12.
6. Save the Poudre agrees to dismiss Case No. 1:24-cv-00235 with prejudice upon the execution of this agreement. If Save the Poudre believes that the NISP Enterprise has breached any payment obligation as specified in Paragraph 3.B. of this agreement, then Save the Poudre shall provide notice of the alleged breach to the NISP Enterprise’s counsel, and the NISP Enterprise shall have twenty (20) business days to cure the alleged breach. In the event that Save the Poudre and the NISP Enterprise are not able to resolve any alleged breach to its mutual satisfaction, Save the Poudre may seek to enforce the NISP Enterprise’s payment obligations in Paragraph 3(B) of this agreement, the remedy for which shall be limited to performance of the NISP Enterprise’s obligations under this Settlement Agreement. The obligations of the NISP Enterprise to pay the amounts due in Paragraph 3 shall be a contractual obligation that may be enforced only by the Fund Recipient or by Save the Poudre or its officers. This enforcement shall be limited to the payment of money pursuant to this Settlement Agreement, and does not extend to the Fund Committee’s decisions regarding distribution of funds under the terms of Paragraph 3 or other actions of the Fund Committee. The Parties agree that judicial venue for any such legal proceeding shall be in the Larimer County District Court, State of Colorado, and the Parties hereby consent to the jurisdiction of that court.
7. Save the Poudre agrees that both it and its current and future officers will not oppose, in any judicial or administrative forum, the regulatory approvals, construction, and operation of NISP (which includes all components of NISP, including without limitation the Glade and Galetton Reservoirs with associated pipelines) including the regulatory approvals under the Record of Decision of the United States Army Corps of Engineers for NISP dated December 9, 2022 (including any administrative updates or modifications pursuant to 33 CFR § 325.7). Save the Poudre also agrees that it and its current and future officers will not support any litigation challenging NISP brought by other parties. If the NISP Enterprise believes that Save the Poudre has breached its obligations under this Paragraph, then the NISP Enterprise shall provide notice of the alleged breach to Save the Poudre’s counsel, and Save the Poudre shall have twenty (20)

¹ <https://www.northernwater.org/NISP/environmental/mitigation-and-enhancement-plan>

business days to cure the alleged breach. Enforcement of Save the Poudre's obligations under this Paragraph 7 shall be limited to performance of its obligations under this Settlement Agreement and shall not include money damages.

8. The Parties agree that each Party shall bear its own costs and fees (including attorneys' fees) associated with Case No. 1:24-cv-00235.
9. This Settlement Agreement embodies the whole agreement between the Parties, and there are no promises, terms, conditions, or obligations referring to the subject matter hereof other than as herein contained.
10. This Settlement Agreement does not and shall not be interpreted or applied to create any third-party beneficiaries.
11. Any and all obligations of the NISP Enterprise under this Agreement, whether financial or otherwise, shall be payable solely from the revenues, income, rents, and receipts earned by the NISP Enterprise. Nothing herein shall be deemed to prevent the NISP Enterprise from making any payments from any other legally available source. In no event shall the NISP Enterprise be required to spend any money from taxes in violation of Section 20(4) of Article X of the Colorado Constitution in the performance of its obligations under this Agreement or which would cause the NISP Enterprise to lose its enterprise status as such status is defined in the Colorado Constitution. In addition, the NISP Enterprise shall not be required to expend any funds or impair any assets of the Northern Colorado Water Conservancy District in the performance of its obligations under this Agreement. The obligations of the NISP Enterprise under this Agreement do not constitute a debt or indebtedness of the Northern Colorado Water Conservancy District within the meaning of any constitutional, charter, or statutory provision or limitation, and shall not be considered or held to be a general obligation of the Northern Colorado Water Conservancy District.
12. The Parties recognize that modification or replacement of this Settlement Agreement may be required in order to provide for the participation by other entities in the Cache la Poudre River Improvement Fund and subsequent projects. However, this Settlement Agreement shall not be modified or replaced except by a subsequent written agreement that is approved by at least four (4) members of the Fund Committee as defined herein.
13. This Settlement Agreement shall be deemed a contract extending to and binding upon the Parties and their respective successors or authorized assigns as of the effective date above. Any assignment of this Agreement may occur only upon prior written consent of the other Party.
14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.
15. Each Counsel executing this Agreement represents that they have the authority to execute this Agreement on behalf of and to bind their respective client as identified in the signature blocks for this Agreement.

Save the Poudre

By: William S. Eubanks II

Dated: February 28, 2025

William S. Eubanks II, Save the Poudre Counsel

Eubanks & Associates, PLLC

1629 K Street NW, Suite 300

Washington, DC 20006

Northern Integrated Supply Project Water Activity Enterprise (NISP)

By: [Signature]

Dated: February 28, 2025

Lisa M. Thompson, NISP Enterprise Counsel

Trout Raley, PC

1120 Lincoln St., Suite 1600

Denver, CO 80203

Exhibit A
Settlement Agreement
CASE NO. 1:24-CV-00235

The purpose of the Cache la Poudre River Improvement Fund is to fund projects that improve aquatic habitat, riparian habitat, water quality, water flows, and boating and other recreational opportunities in the reach of Cache la Poudre River between immediately above the diversion works for the Munroe Gravity Canal to the Cache la Poudre River's confluence with the South Platte River. The types of projects listed in this Exhibit A are a representative, *but not exclusive*, identification of projects that may be considered.

Fund expenditures shall not be used for any project already described or committed to by the NISP Enterprise in the "Mitigation and Enhancement Plan"² or any other document or plan described or committed to by the Enterprise prior to the execution date of this Agreement. Fund expenditures that maximize actual ecological and recreational benefits to the Cache la Poudre River will be a priority. Fund expenditures that include matching grants from other public or private parties may be considered a priority as deemed appropriate by the Committee. The Committee may work with the Fund Recipient to borrow or bond from future payments by the Enterprise as deemed appropriate by the Committee, the Fund Recipient, and the NISP Enterprise. A strategy of the Fund may include establishing a "Poudre River Recreational Water Trail" that prioritizes projects from Gateway Park in Poudre Canyon to Eastman Park in Windsor. Cache la Poudre River Improvement Fund projects that include excessive administrative costs or fees will be of low priority. Further, the Parties herein are not responsible for any future or ongoing expenditures for maintenance or improvements except for as agreed upon in writing for specific projects approved by the Fund Committee.

Cooperation with and consent by the State of Colorado, Larimer and Weld Counties, cities and towns, entities that own or control relevant structures and rights, and affected property owners will be required to implement many of these projects. Some projects may also require federal, state, and local governmental permits or approvals.

Representative List:

- Work with other entities to explore and implement fish and recreational passages for diversion structures so that fish can swim upstream and boats can pass downstream.
- Move diversion points downstream wherever possible so that water may flow farther downstream and within the channel of the Cache la Poudre River but still be gravity-fed to established ditches.
- Develop strategies for water sharing arrangements—including exchanges and trades—between agricultural and municipal users to enhance recreational and environmental uses within the channel of the Cache la Poudre River.

² <https://www.northernwater.org/NISP/environmental/mitigation-and-enhancement-plan>

- Develop an enhanced streamflow monitoring system that engages with relevant cities and water-related companies to provide information that can be used to increase or further optimize available water flows for environmental and recreational purposes
- Clean the Poudre River with projects that improve the water quality of discharges to the Poudre River from various sources.
- Construct “channel enhancement” to create narrower channels in the river so that streamflow is deeper and cooler for better health of aquatic life and improved recreational boating opportunity.
- Re-connect the river to its floodplain to increase the health of the riparian corridor.
- Improve water quality using nature-based ecological restoration processes.
- For willing ditch systems, construct irrigation ditch “pump-up” systems that let water run farther downstream to be pumped back up to the same ditch.
- Acquire and develop additional water supplies to increase flows in the Cache la Poudre River.



The Colorado River-

The Contested Past and the Unforeseeable Future

How can Rotary help with this issue of conflict through the 4 Way Test?

WATER

Our most precious resource



REGISTER
HERE



a special conference
CSU Spur Campus
Denver, Colorado
March 25-27, 2025

Tuesday - March 25, 2025

All Sessions will be in the SPUR Hydro Building Theater

Registration	12:00 pm - 1:00 pm
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Showing of Rotary Video: Crisis On The Colorado	12:30 pm - 1:00 pm
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Session Opening Remarks John Tracy - Colorado State University - Patty Limerick - University of Colorado`	1:00 pm - 1:15 pm
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Discussion on Conference Opportunities	1:15 pm - 1:30 pm
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Water United Panel Discussion - Future Thinking Will Sarni Water Foundary - FIDO Tech - Dave Johnson - SNWA <i>(invited)</i>	1:30 pm - 2:30 pm
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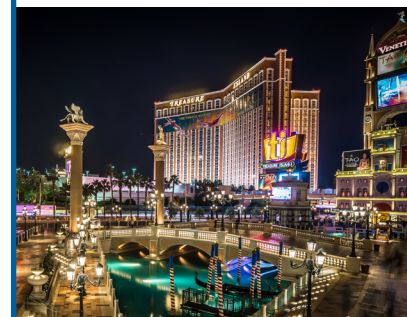
Break	2:30 pm - 2:45 pm
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One Water Solutions Institute - Colorado State University - Mazdak Arabi	2:45 pm - 3:45 pm
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Story of Las Vegas Dave Johnson - SNWA <i>(invited)</i>	3:45 pm - 4:30 pm
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AI in Agriculture	4:30 pm - 5:15 pm
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Water Tables Dinner	5:30 pm - 9:00 pm
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WATER TABLES AT SPUR

The SPUR conference will be hosting a Water Tables event on Tuesday night. We will have table hosts that will lead a discussion on the Colorado River issues, such as the environment, native tribal water rights, the future opportunities in the Colorado River basin, past history of projects such as Las Vegas, and other topics including power issues on the river.

Following dinner, we will have past Secretary of the Interior, Gale Norton, lead a discussion on the future issues of the river. When Secretary Norton was in office, she commissioned a water study called Water 2025. This report did predict the conflicts that exist today. Secretary Norton will be discussing the future of water on the river and discussing what it might bring in the next 25 years. This should be a great opportunity to see into the future of the water on the Colorado River.

5:30 pm – Registration – SPUR

5:30 - Reception

6:30 pm – Dinner and Discussion

8 pm – Secretary Norton

Registration is required by March 13, 2025

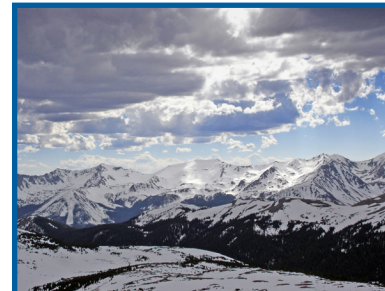
Cost is \$150 for this event only

*A portion of the proceeds will go to support the
Water Resource Archives at the CSU Libraries*



Wednesday - March 26

What Every Westener Should Know and Not Be Afraid to Ask about the History of the Colorado River - Patty Limerick	9:00 am - 9:20 am
The Legacy We Must Live With and Also Rethink - Original Compact of 1922 - A Dialog with Eric Kuhn - Retired and Jennifer Gimbel - Colorado Water Center`	9:20 am - 10:10 am
Break	10:10 am - 10:30 am
Uncomfortable Origins - The Assumptions Built Into the Western Infrastructure - Tom Romero, Denver University College of Law	10:30 am - 11:00 am
Correcting Omissions and Oversights - Shemin Ge, University of Colorado	11:00 am - 11:20 am
Native Tribes Discussion - Alice Walker (invited)	11:20 am - 11:40 am
Hearing From Prosperity - Hope for the River's Future - CU Students/Veterans	11:40 am - noon
Lunch	noon - 1:00 pm
Physical Changes in River Flow - Basin Hydrology	1:00 pm - 2:20 pm
Water Balance - Jonathon Thompson - High Country News	
Change in River Flow - Cory Williams - Integrated Water Supply Outreach Coordinator	
Why the Colorado River No Longer Reaches the Sea - Sam Sandoval - University of California	
Break	2:20 pm - 2:30 pm
Environmental Issues Along the River	2:30 pm - 3:50 pm
Ecological Recovery of Lower Colorado River - Jennifer Pitt - Audubon Society	
Impact of Lower Reservoir on Fish - Jack Schmidt - Utah State University	
The Future of Power Generation on the Colorado River - Jackie Brown - Tri State Power Generation	
New Approaches to Managing the River	3:50 pm - 5:00 pm
Hydro Econojmic Model - River Operations - Mehdi Nemati - University of California Riverside	
Tools and Strategies to Manage the Water Crisis -	



Thursday - March 27

LCR Adjudication and Proposed NE Arizona Indian Water Rights - 8:30 am - 10:45 am
Michele Espino, Esq.

The Future of Agricultural Water Management
Producer Preferences in the Imperial Valley -
Ali Montazar - University of California Extension

New Crops and Cropping Practices - Perry Cabot -
Colorado Water Center

How Much Water Do Crops Use? - Brad Udall -
Colorado Water Center

Break 10:45 am - 11:00 am

Panel Discussion - The Future of Water Governance 11:00 am - noon
Andrea Gerlak - University of Arizona
Brad Udall - Colorado Water Center

Lunch noon - 1:00 pm

Rotary 4 Way Test Session - Dave Stewart - Moderator 1:00 pm - 2:45 pm
Rotary Speakers - Bill Timpson, Patty Limerick,
Del Benson, Steve Warner
Colorado Water Center Speakers

Presentation of Project WET - K-12 Education With 7 States
and How Rotary Can Help - Karen Schlatter - Colorado
Water Center

Break 2:45 pm - 3:00 pm

Rotary 4 Way Test Session 3:00 pm - 4:40 pm
Discussion Among Rotarians Regarding Implementing
K-12 Water Education

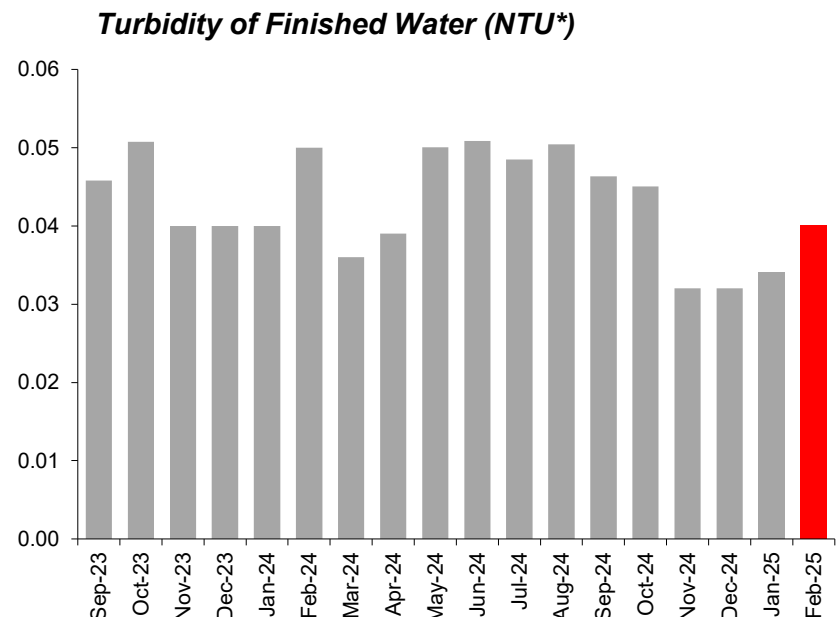
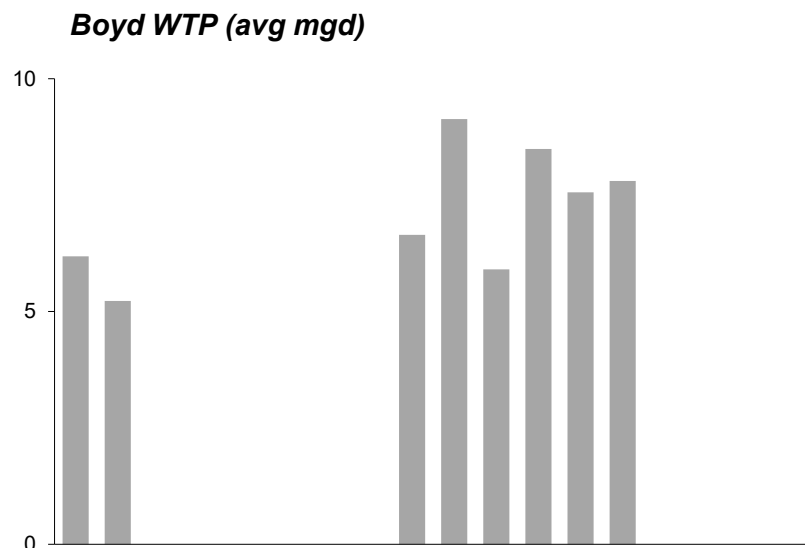
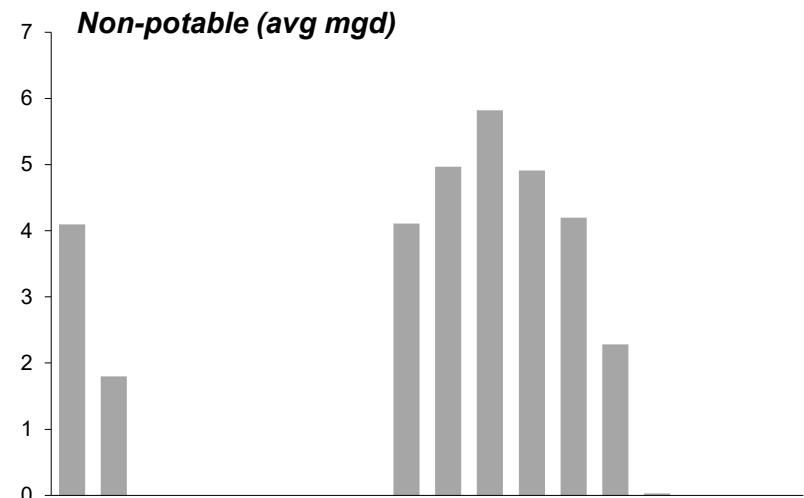
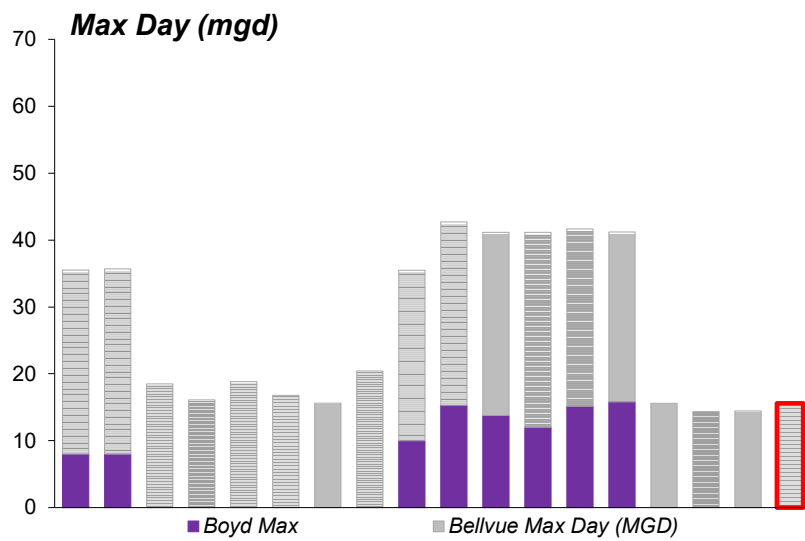


Water Treatment

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).

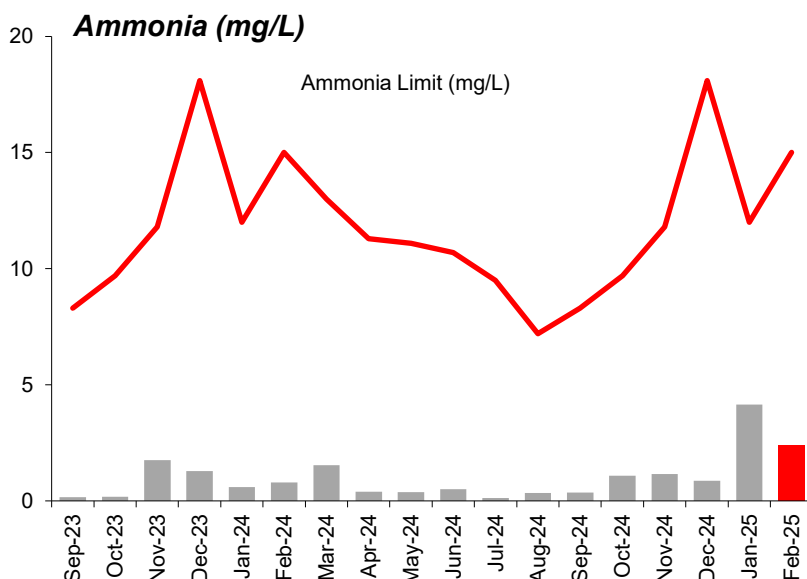
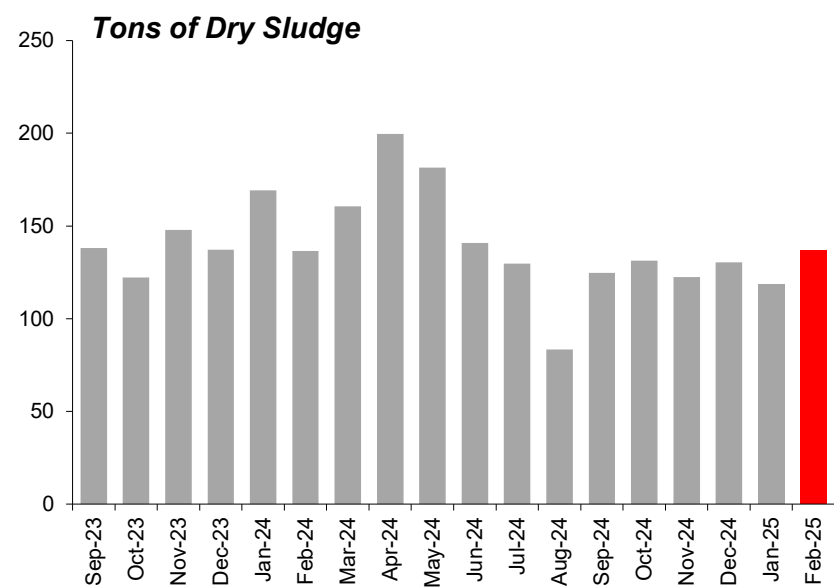
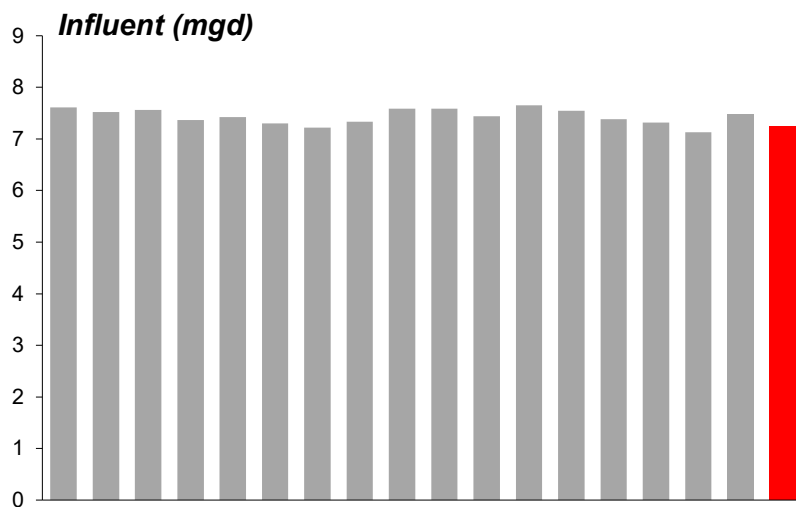
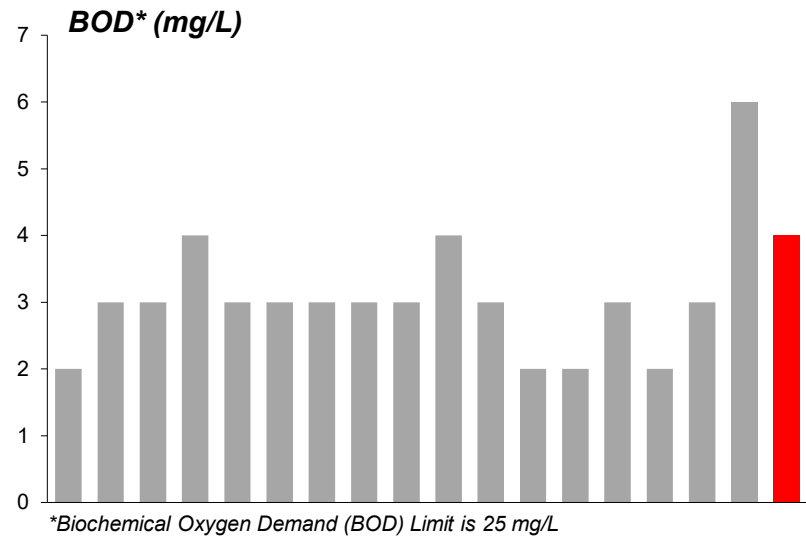
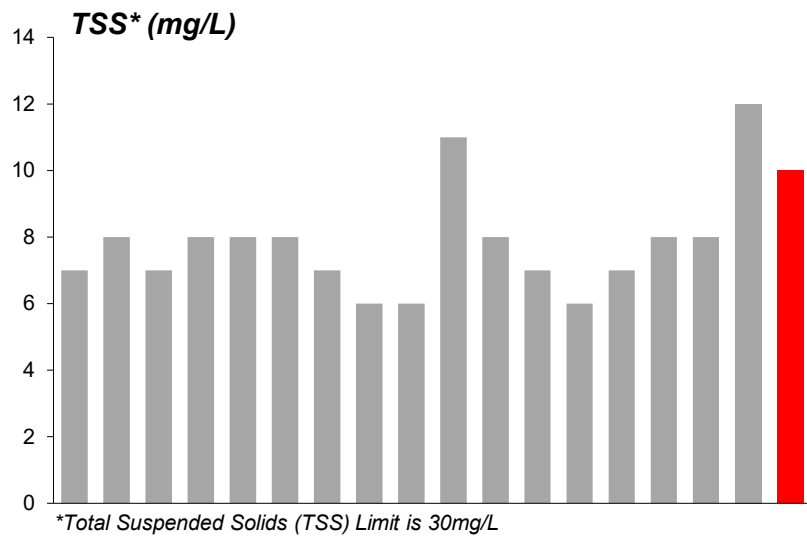


Wastewater Treatment

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.



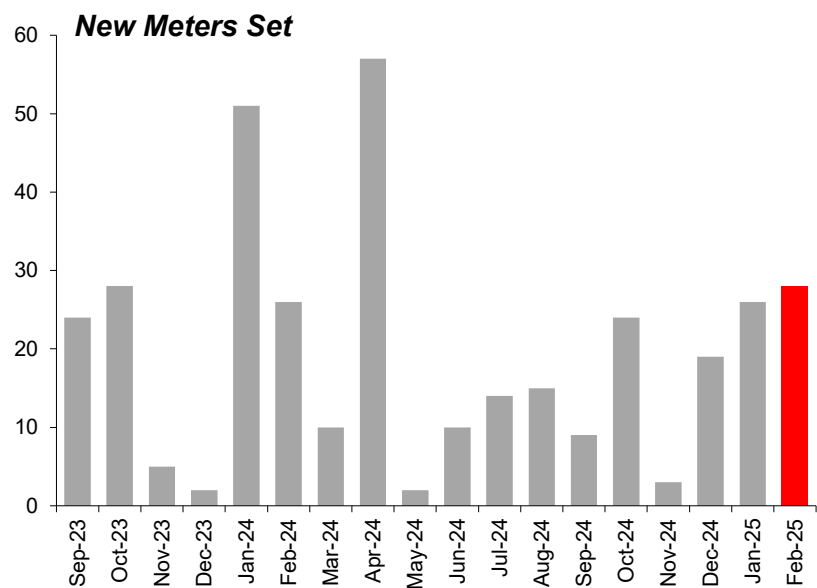
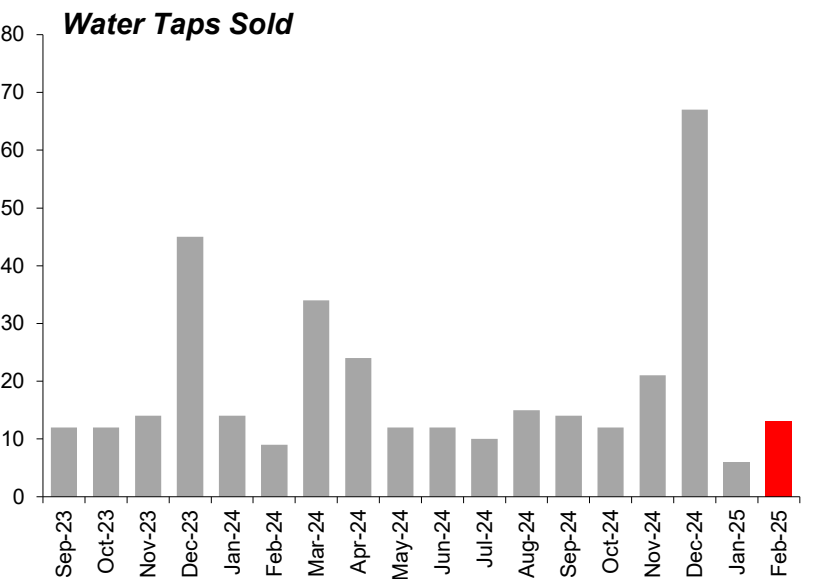
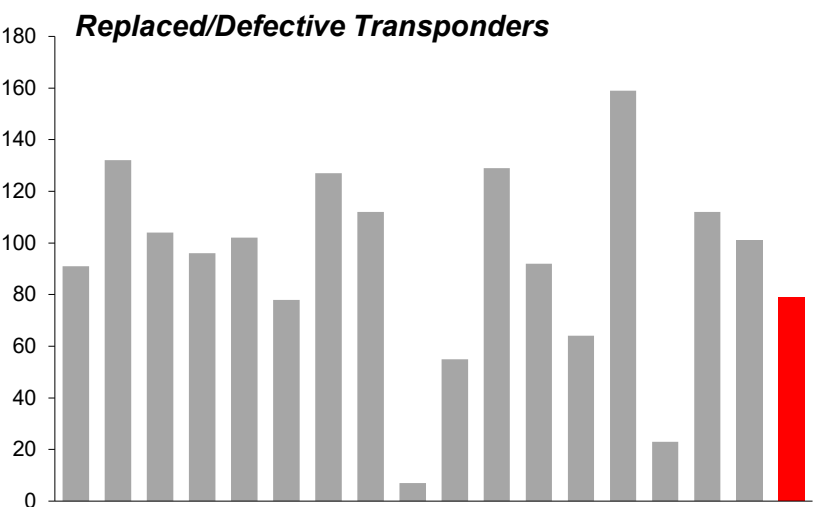
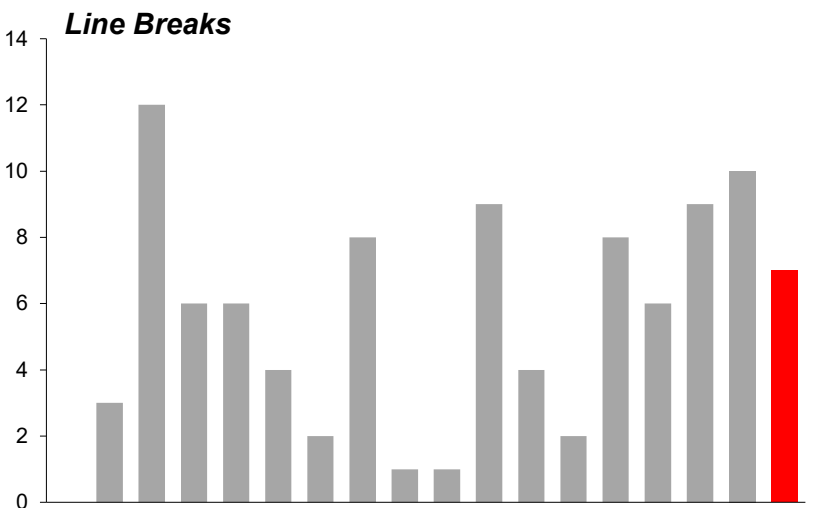
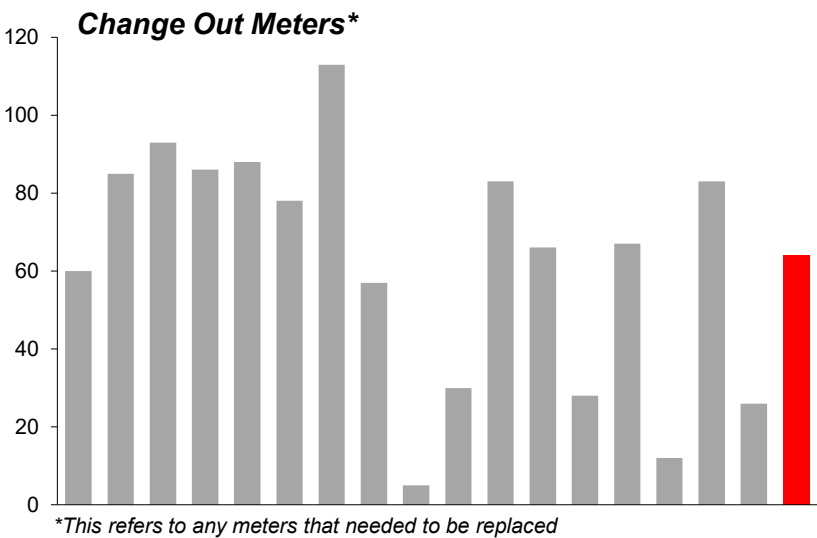
Water Distribution

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.



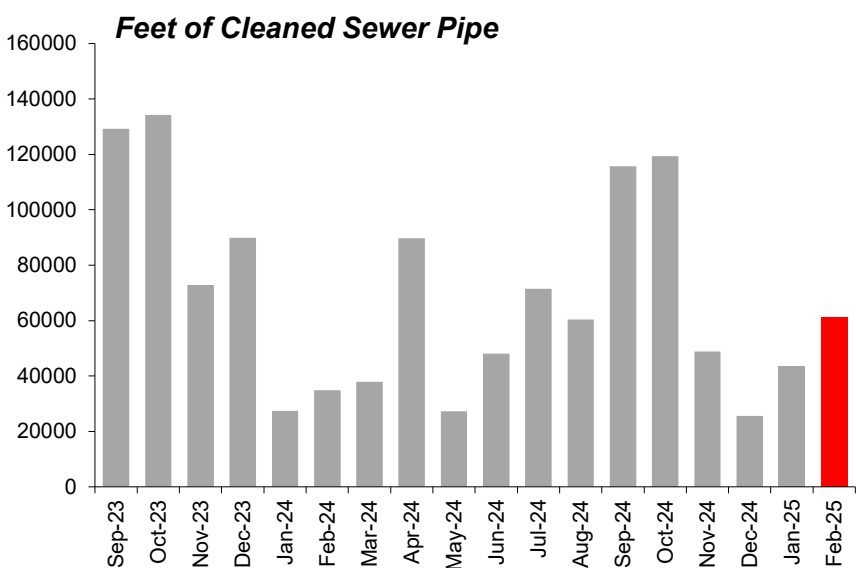
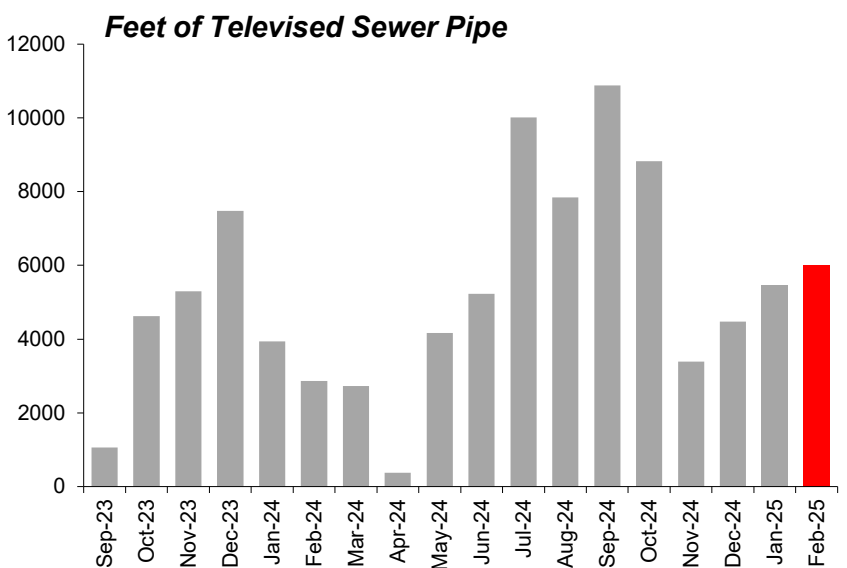
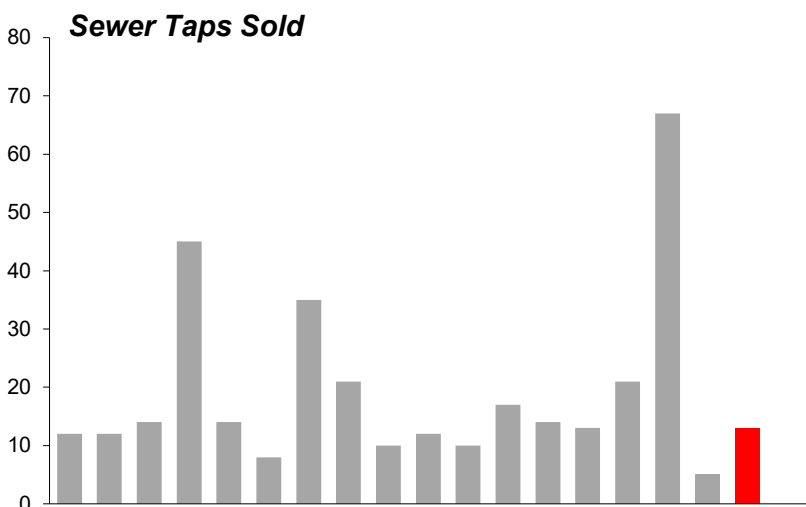
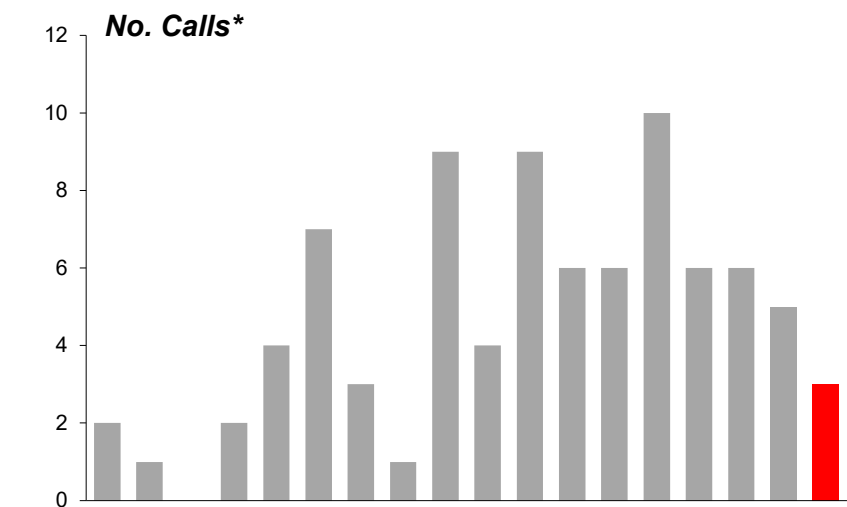
Wastewater Collection

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.

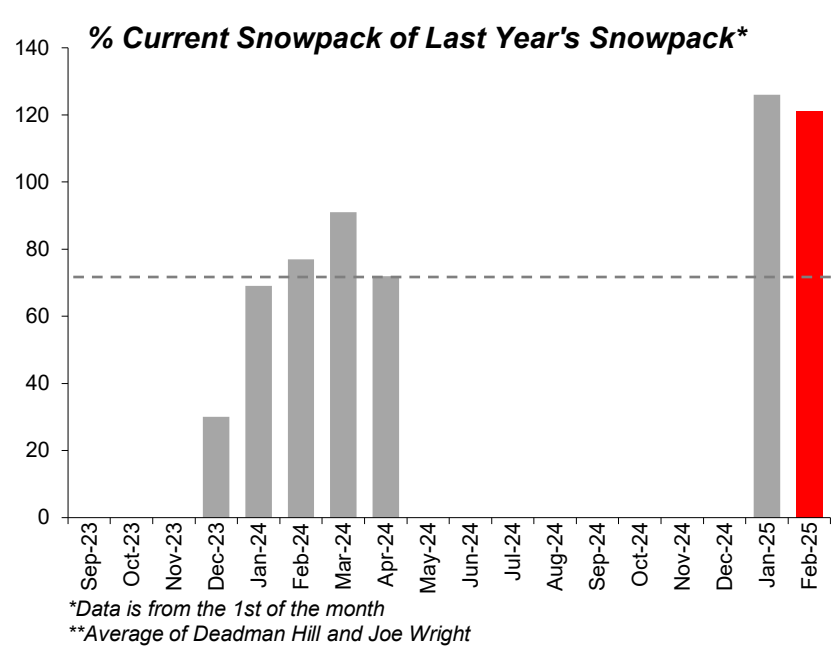
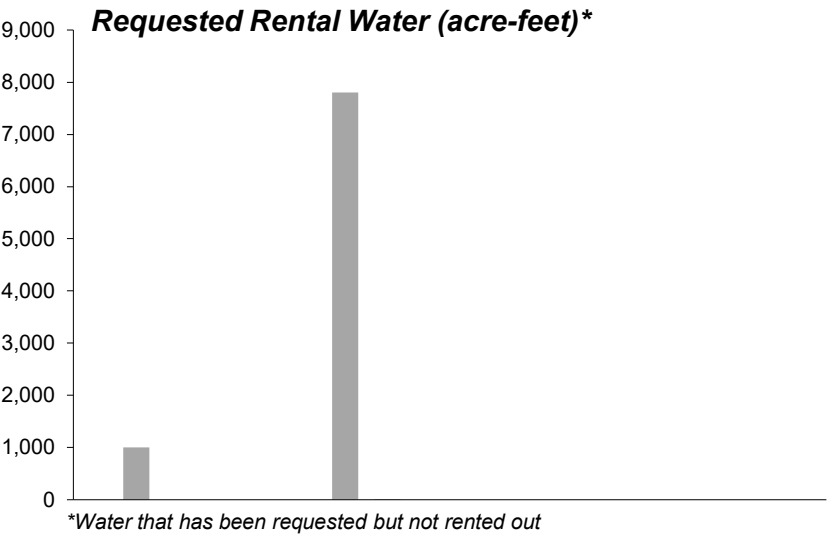
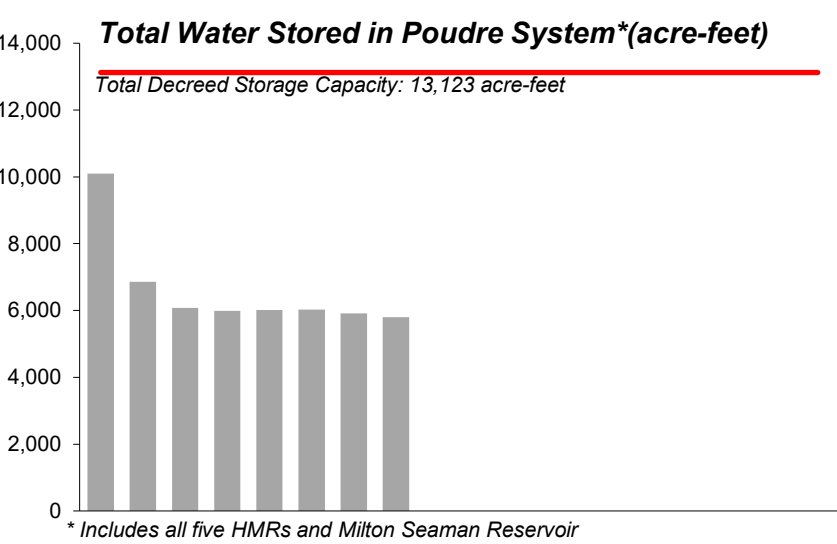
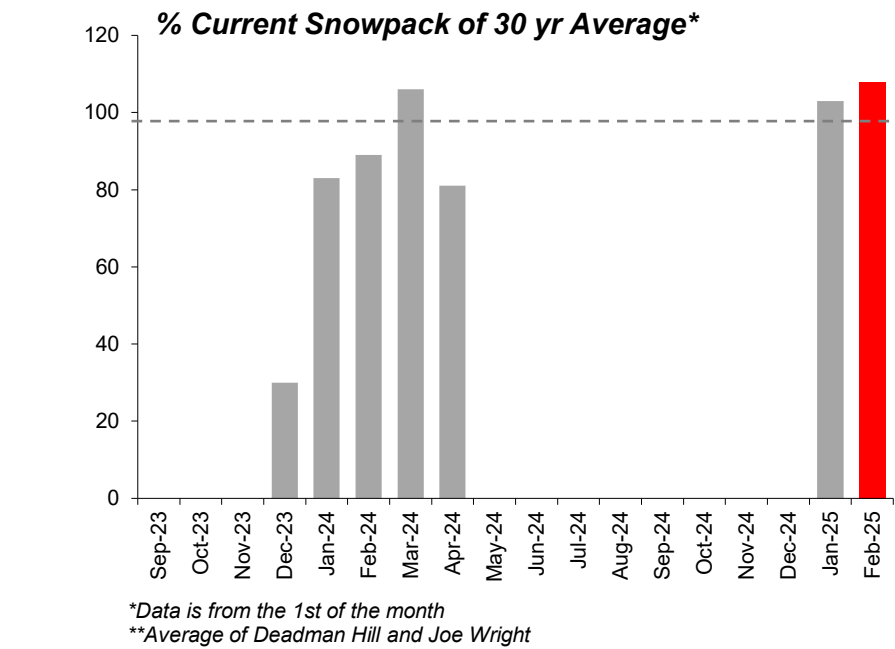
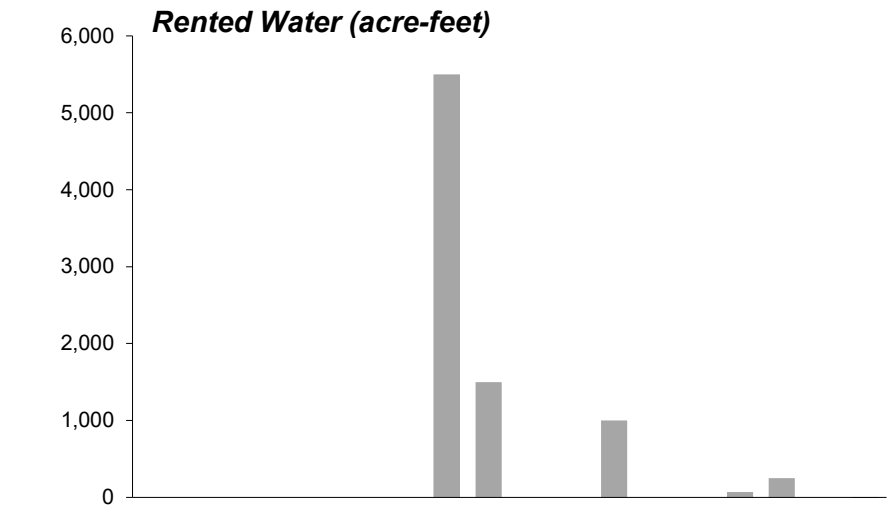
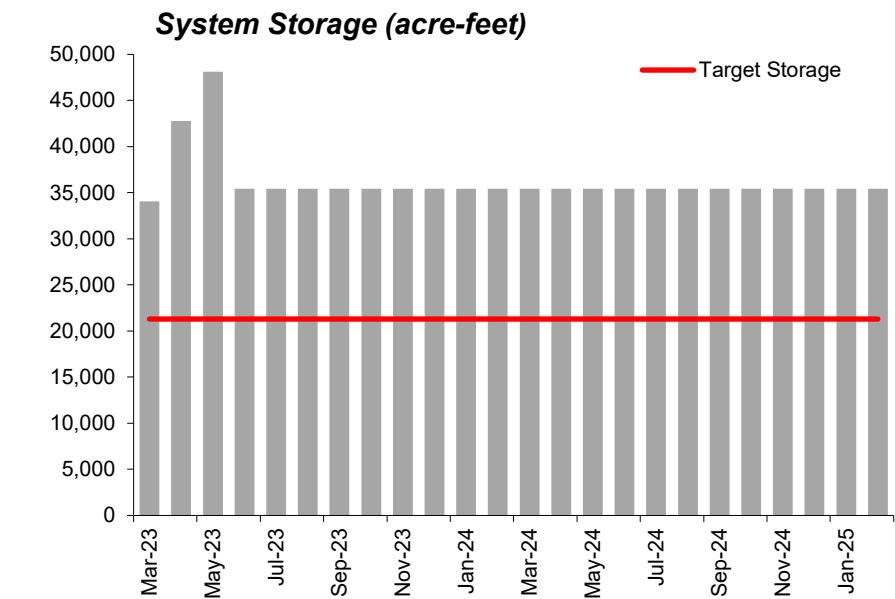


Water Resources

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.

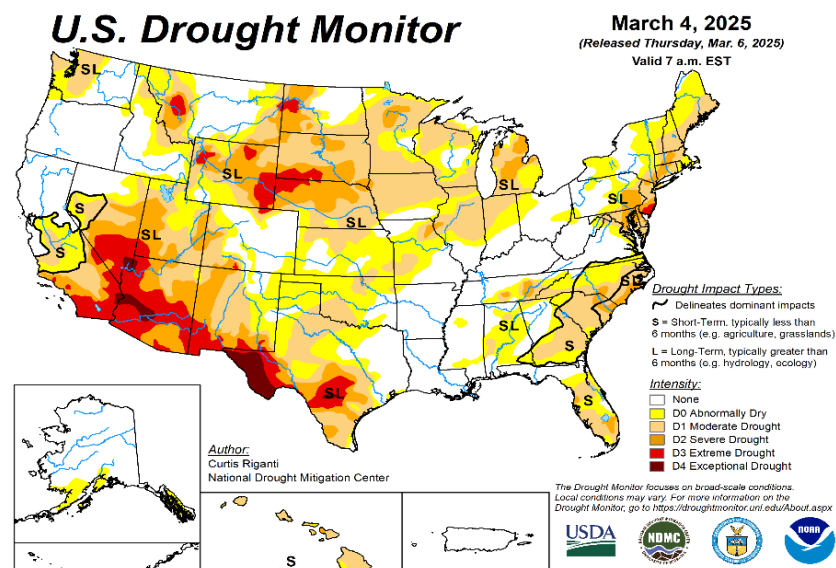
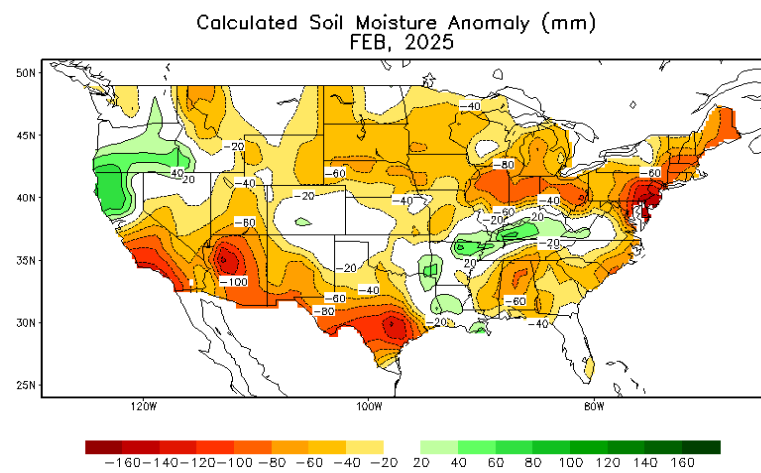
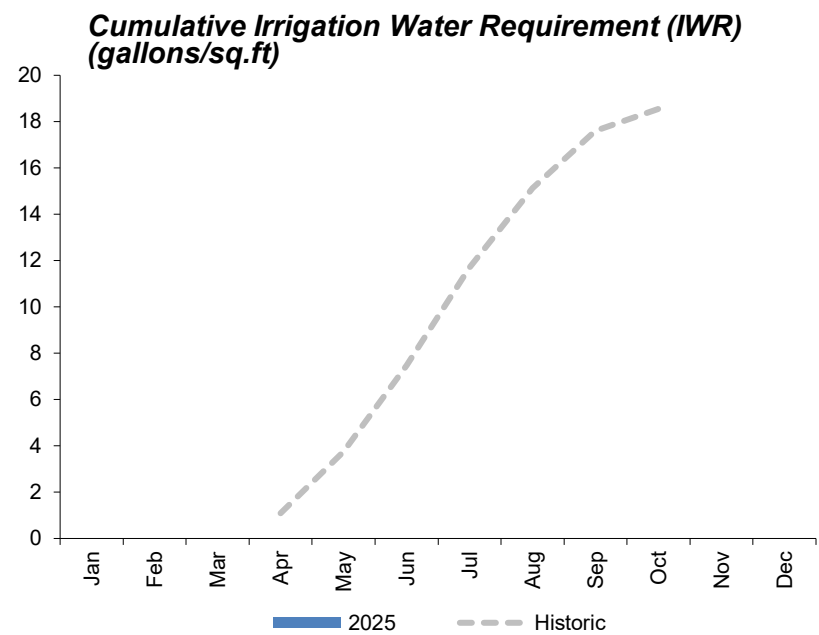
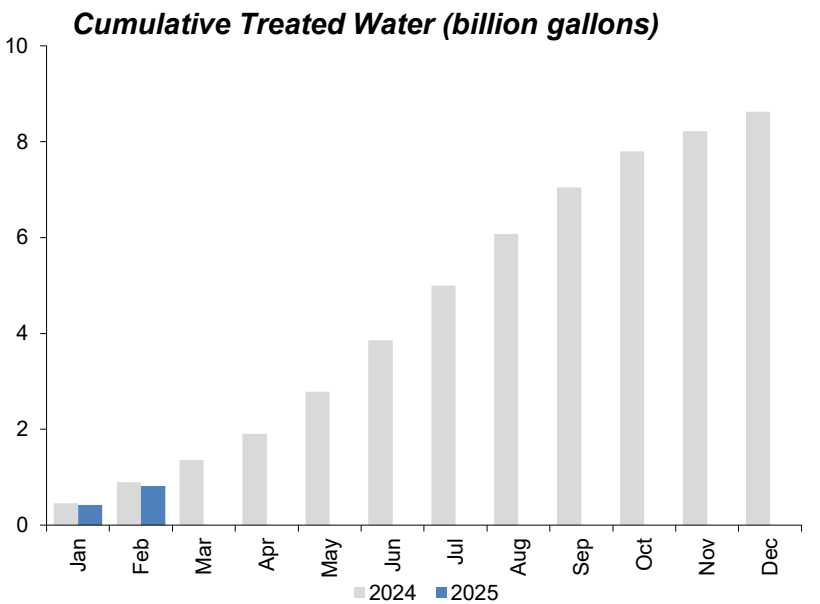
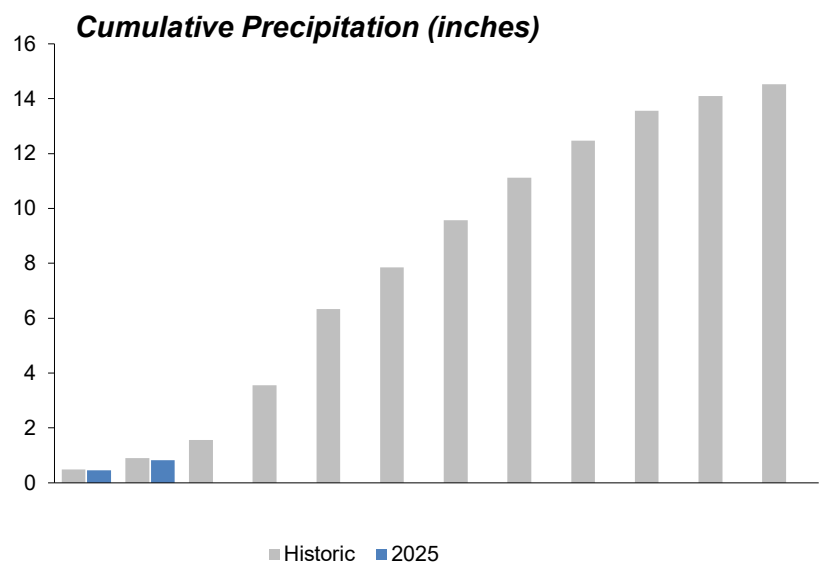
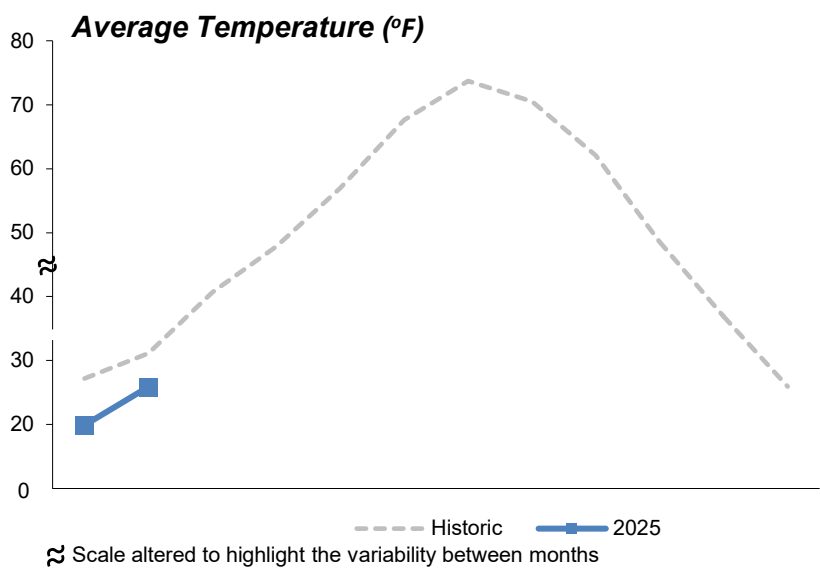
Note: the red column indicates the current month.



Treated Water and Weather Data

January was an exceptionally cold month with an average daily temperature of just 19.91°F. February's average daily temperature was 25.9°F which is about 5 degrees below the historic average.

Greeley received 0.45 inches of precipitation in January and 0.37 inches in February.





Water & Sewer Agenda Summary

March 19, 2025

Key Staff Contact: Sean Chambers - Director of Water and Sewer

Title:

Executive Session – Master Purchase, Sale and Raw Water Credit Administration Agreement

Summary:

The Water & Sewer Department staff have engaged in preliminary discussions with Wingfoot Water regarding the Master PSA and the city's interest in a limited number of raw water credits for economic development.

The purpose of this executive session is to receive advice from their attorney and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators on matters related to possible revision of the Master PSA terms and to instruct negotiators.

Recommended Action:

A motion to enter into executive session for the purposes described above.

Recommended Motion:

None

Attachments:

None



Water & Sewer Agenda Summary

March 19, 2025

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Executive Session - Northern Integrated Supply Project (NISP) Impact Mitigation

Summary:

The Water & Sewer Staff have engaged in preliminary discussions with the Northern Water Conservancy District (NCWCD) staff representing the Northern Integrated Supply Project (NISP) on a request by NCWCD for access and easements related to the development of NISP infrastructure.

The NISP project is a regional water supply project that has undergone extensive state and federal permitting and proposes to expand water conveyance capacity in the Poudre Valley Canal and diversion above the Greeley diversion on the Cache la Poudre River. The project proposes to divert 7/8 of the Grey Mountain junior priority water right from the River when available for storage in a new off channel reservoir known as Glade Reservoir, planned for construction north of Ted's Place, in Bellvue, CO.

The Proposed PVC canal expansion and pipelines from Glade Reservoir back to the River cross Greeley property that is associated with Greeley's collection, conveyance and pre-treatment of Cache la Poudre water for municipal water utility purposes.

The purpose of this executive session is to receive advice from their attorney and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators on matters related to the possible development of NISP infrastructure over the City's property.

Recommended Action:

A motion to enter into executive session for the purposes described above.

Recommended Motion:

None

Attachments:

None



Water & Sewer Agenda Summary

March 19, 2025

Key Staff Contact: Cole Gustafson, Source Water Supply Manager

Title:

Executive Session - Bi-Annual Water Market Report

Summary:

Bi-Annual Water Market Update Presentation

Recommended Action:

A motion to enter into executive session for the purposes described above.

Recommended Motion:

None

Attachments:

None