

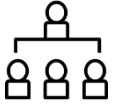
Water and Sewer Board

Regular Meeting

City Council Chambers – City Center South

1001 11th Ave June 17, 2026 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





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 May 20, 2026
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:03 p.m. on Wednesday May 20, 2026.

1. Roll Call

The Clerk called the roll and those in attendance included:

Board Members:

Chairman Harold Evans, Fred Otis, Joseph Murphy, Tony Miller, Matt Anderson, Cheri Witt-Brown, Mayor Dale Hall, Deputy City Manager Bret Naber, Director of Finance Kirk Jones

Water and Sewer Department Staff:

Director Sean Chambers, Deputy Director of Utility Billing and Customer Service Erik Dial, Deputy Director of Water and Wastewater Operations and Maintenance Rebecca Andrus, Deputy Director of Water Resources Leah Hubbard, Chief Engineer Adam Prior (arrived at 2:07 pm), Executive Assistant Gigi Allen, Administrative Assistant IV Tracy Simon, Water Resource Operations Manager Brian Von Seggern, Water Resource Administrator I Eric Clark, Water Resource Administrator III Travis Gilbertson, Utility Finance Manager Virgil Pierce, Long Range Utility Planner Derek Hannon, Regional Water Affairs Project Manager Kelen Dowdy, Water Resource Planning Manager Matt Sparacino, Administrative Assistant III Katie Schaefer, Deputy Chief Engineer Cadee Oakleaf, Reservoirs Supervisor Alex Freehling, Transmission and Distribution Superintendent Jason Clark, Cross Connection Supervisor Tia Miller, T&D Operations Team Manager Damen Ratliff, Civil Engineer III David Cummings, Civil Engineer II Heather Mullen, Civil Engineer IV Cort Nickel, Water Efficiency Coordinator Ben Schaffer, Raw Water Operations Supervisor Daniel Archuleta

Legal Counsel:

Deputy City Attorney Jerrae Swanson (joined virtually from 2:20 pm to 3:45 pm), Supervising Senior Environmental and Water Resources Attorney Dan Biwer, Environmental & Water Resources Attorney II Jessie Raybon, Outside Council to the Board Carolyn Burr

Guests:

Councilmember Deb DeBoutez, Communication Specialist II Cory Channell, Welborn Sullivan Meck and Tooley, P.C. Intern Eli Miller

2. Approval of Minutes

Mr. Otis made a motion, seconded by Ms. Witt-Brown to approve the April 2026 Water and Sewer Board meeting minutes. The motion carried 6-0.

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.

5. Approval of Consecutive Water Systems Policy

David Cummings highlighted regulatory requirements and terminology, as applicable to current and future policy surrounding “private potable water systems” also identified as “Consecutive Water Systems”. He reviewed applicability of Colorado Primary Drinking Water Regulations 5 CCR 1002-11 definitions, and how these definitions pertain to City Code Sec. 20-193, which defines a “private potable water system”.

6. 2027 Preliminary Budget Discussion

Virgil Pierce provided the Water and Sewer Board an overview of the 2027 Budget preparation process and the department’s priorities. Board feedback and guidance was solicited for inclusion in the Water and Sewer Department’s 2027 Budget and 2027-2036 Capital Improvement Plan.

7. Growth and Development Report

Derek Hannon, Long Range Utility Planner, reviewed recent new construction and upcoming developments in the city. Staff found that a significant majority of all new permits have been for residential development and that most new residential units are part of multifamily developments. Staff also discussed active and upcoming developments in the city.

8. Water Operations Update

Members of the T&D team gave an update on the accomplishments of the Reservoirs, Backflow and Cross Connection Control teams as well as an innovative valve replacement approach utilized by the Operations Team.

Tony Miller left the meeting at 3:23 pm and Adam Prior left the meeting at 3:56 pm.

9. Legal Report

Carolyn Burr of Welborn Sullivan Meck & Tooley, P.C., outside counsel for the Greeley Water & Sewer Board, and Daniel Biwer, Senior Environmental and Water Resources Attorney with the Greeley City Attorney’s Office provided the following Legal Report.

1. Based on our review of the March 2026 Water Court Resume in Div. 1, staff and water counsel do not recommend filing statements of opposition to any new water court applications in the month of May 2026.
2. An update was given to the Board regarding status of Application of Parker Water & Sanitation District and Lower South Platte Water Conservancy District in Case No. 19CW3253 and Town of Castle Rock application in Case No. 21CW3185.

10. Director’s Report

The Director provided the Water & Sewer Board with a summary of water resources and utility policy events and updated the Board on notable utility activities.

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

No other business was brought before the Board.

12. Adjournment

The meeting ended at 4:16 pm.

Harold Evans, Chairman

Brian McBroom, Board Secretary



Agenda Summary

June 17, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Welcome New Employees and Promotions

Summary:

New Hires:

Nicolya Walter - Industrial Pretreatment Specialist

Emily Mitchell - Water Quality Intern

Gage Davis - Reservoirs Seasonal

Hannah Huber - Seasonal Boyd WTP

Promotions:

Patrick Zapolsky - Plant Operator D to Plant Operator C

Tyler Howard - Cross Connection Tech to Water Systems Tech II -Maintenance

Evin Cook - Maintenance Mech I to Water Systems Tech I - Maintenance

Recommended Action:

None.

Recommended Motion:

None.

Attachments:

1. June New Hires and Promotions

Promotions and New Employees

Welcome New Employees

PROMOTIONS:

**Patrick Zapolsky -
Tyler Howard -**

Plant Operator D to Plant Operator C
Cross Connection Tech to Water Systems
Tech II -Maintenance

Evin Cook -

Maintenance Mech I to Water Systems Tech I -
Maintenance

NEW HIRES:

**Nicolya Walter -
Emily Mitchell -
Gage Davis -
Hannah Huber -**

Industrial Pretreatment Specialist
Water Quality Intern
Reservoirs Seasonal
Boyd WTP Seasonal



June 17, 2026



Agenda Summary

June 17, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Approval of Neff Lake Pipeline Agreement

Summary:

The Water and Sewer Staff previously discussed the purchase of the Neff lake Pipeline on October 16, 2024 Water and Sewer Board meeting. The City of Greeley, through its Water Enterprise, would purchase and acquire from Laramie River LLC the raw water pumping and delivery system known as the Neff Lake Pipeline, located within the growth boundary for the City of Greeley and Weld County, Colorado. The Neff Lake Pipeline is a raw water conveyance system that was constructed for the delivery of untreated river water originating in the Cache la Poudre or New Cache Irrigation Co. Ditch. The Neff Lake Pipeline configuration will allow the City to deliver reliable low-cost, non-potable water from the lower Poudre to non-potable systems throughout the City, further conserving existing water treatment and potable pipeline capacity for future growth. This helps the City to control the cost of water for supplies because the water sources on the lower Poudre River can be purchased for fractions of the cost compared to water rights that originate near the foothills that would be available for treatment at the City's water treatment facilities. Additionally, non-potable water does not require filtration or costly chemical addition for irrigation uses.

The Neff Lake Pipeline is well situated to address the City's long-range raw water transmission infrastructure requirements. As an existing system, the Neff Lake Pipeline can be acquired with reduced capital outlay and the use of excess water supplies as non-monetary compensation will further minimize impacts to water utility rate payers. With legal advice and support, Water & Sewer staff and Laramie River have negotiated a mutually agreeable Purchase and Sale Agreement (PSA) for certain physical infrastructure, appurtenances, easements and related rights that make up the Neff Lake Pipeline water system.

The PSA as drafted contains several key terms, including cash payment over time, secured by a promissory note, a ten-year water lease, and a ten-year lease-back of the Neff Lake Pipeline from Greeley back to Laramie River. Thus, Laramie River is compensated with a mix of cash payments over a ten-year period and non-monetary consideration in the form of a ten-year water lease and pipeline leaseback. In exchange, Laramie River will convey to Greeley the Neff Lake Pipeline which includes the licenses, leases, easements and other agreements associated with the pump station and pipeline system.

Recommended Action:

Water & Sewer staff recommend approval of the acquisition of raw water pipeline and related facilities as identified in the 2021 Non-Potable Water Master Plan.

Recommended Motion:

"I move that the Board Authorize closing on the Neff Lake Pipeline"

Attachments:

1. Approval of Neff Lake Pipeline Agreement Presentation

Neff Lake Infrastructure Purchase and Sale Agreement Diligence and Governmental Approval

Sean Chambers, Director of Water and Sewer
June 17, 2026



Agenda

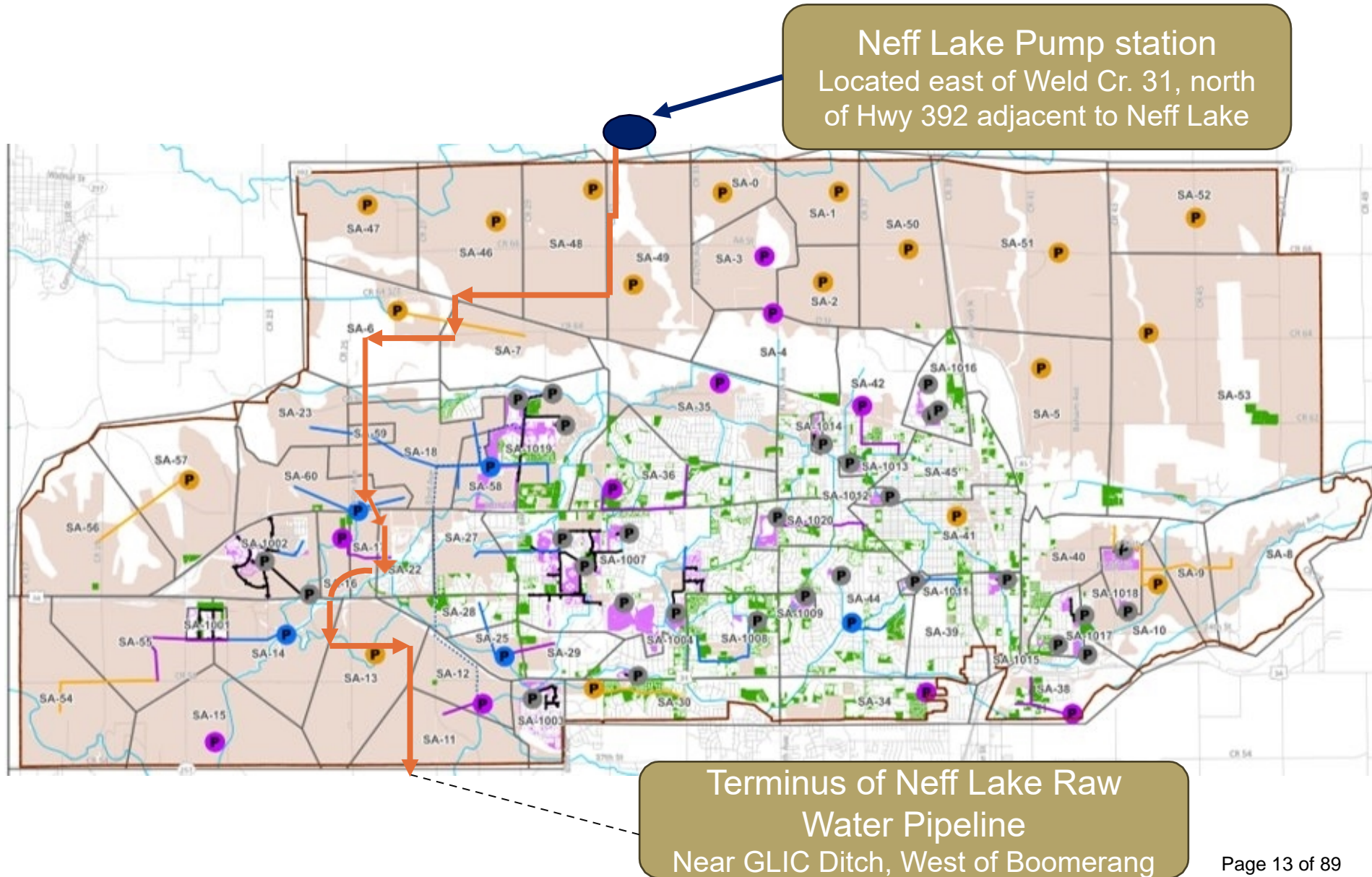


- Overview of the Neff Lake Raw Water Pipeline System Assets
- Review alignment with Greeley Non-potable Master Plan and Priorities identified in the 2023 Integrated Water Resources Plan (IWRP)
- Review key terms of the Purchase & Sale Agreement (PSA) and the related exhibit agreements
- Staff recommendation of approval

Purpose: To confirm the satisfactory completion of legal, title, easement and asset condition due diligence; and therewith recommend approval for the completion of the purchase of the Neff Lake Pipeline system infrastructure.

2021 Non-Pot Master Plan with Neff Lake Raw Water System Overlayed

Laramie River will sell the Neff Lake raw water system to Greeley Water, including the pumps, pipeline, easements, crossing agreements, and all appetences





Key Terms of the Purchase & Sale Agreement

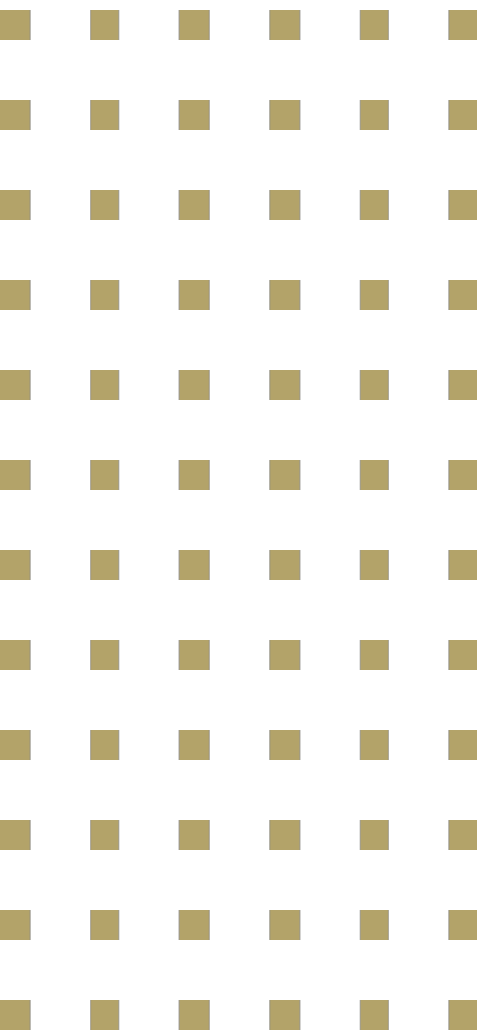
Key Terms

Proposed Purchase of Laramie River's Neff Lake Raw Water Pipeline



Greeley Purchases with a combination of cash and non-cash consideration over ten years

- **Cash Payment of \$10.5M** (paid over time)
 - \$1.5M down at closing
 - \$1M/yr. for 9 years (owner – carried financing @ 5% interest)
 - Cumulative cash payments equal to \$13,077,893.00
- **Non-Monetary Leases that create value for Laramie**
 - 10 Yr. leaseback of pipeline for Laramie's use (2026 – 2035)
 - At no cost to Laramie (Chevron)
 - 10 Yr. lease of 1,000 Acre Feet (AF) of excess water (2025 – 2034)
 - Sources of leased water supply at Greeley's sole discretion
 - Contingency for Greeley to suspend lease in case of water shortage



**Easement Title, Survey, and
Testing Diligence Activities**

&

Governmental Approval

Satisfaction of Due Diligence Activities

- Obtained Phase 1 Environmental Assessment
 - Survey showed no significant environmental issues
- Extensive Inspection and Testing of Pipeline
 - Laramie River made repairs based on testing results.
 - Excepting one valve that is documented as an obligation in the closing certificate
- Assignment of interest in easements and crossing permits
- Obtaining a detailed ALTA Survey for all easements
 - Updated ALTA contains corrections for any defect of title that was identified, and resolved by Laramie River
 - Laramie obtained amended easements to rectify issues before transfer to Greeley.
- Title Insurance Policies Will be Issued for Easements

Staff Recommendation

Recommendation

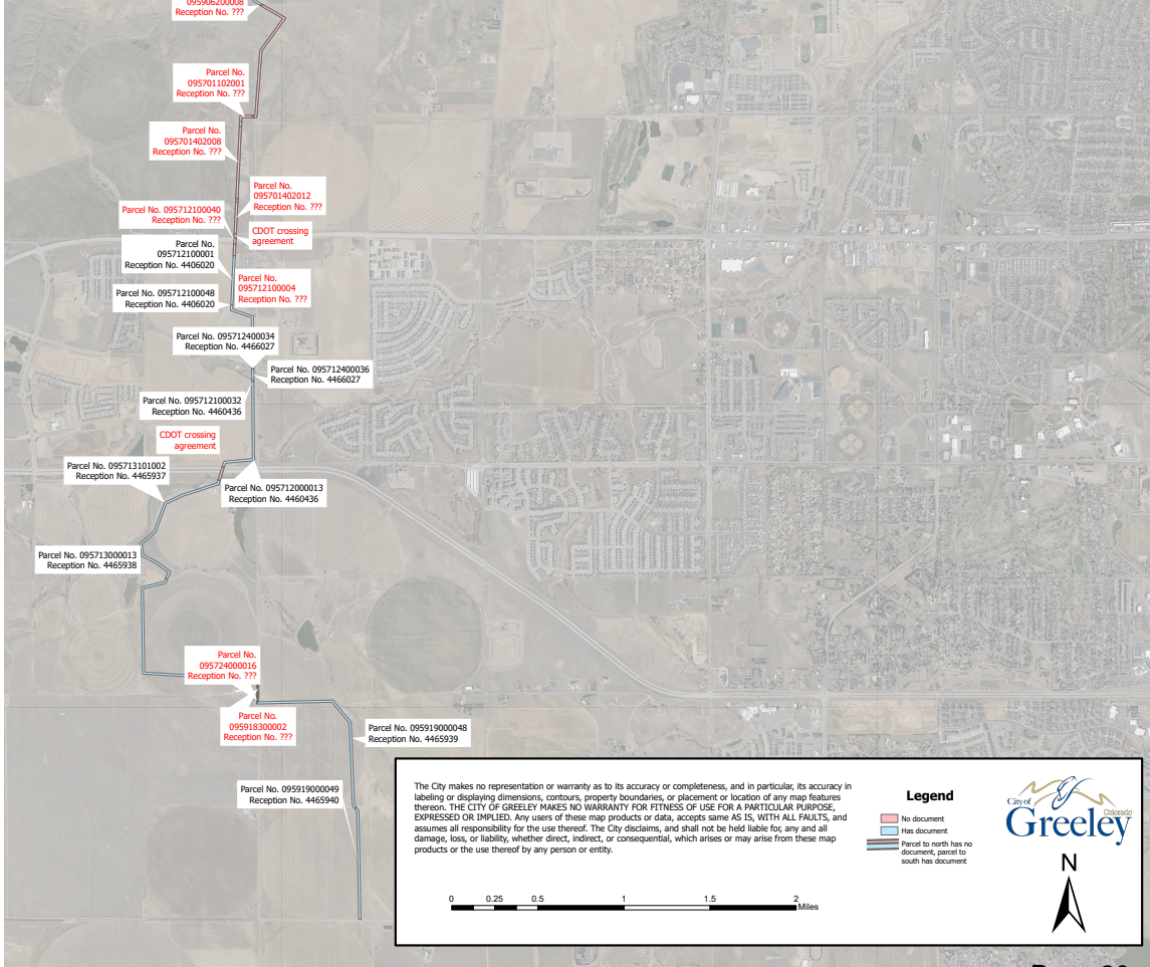
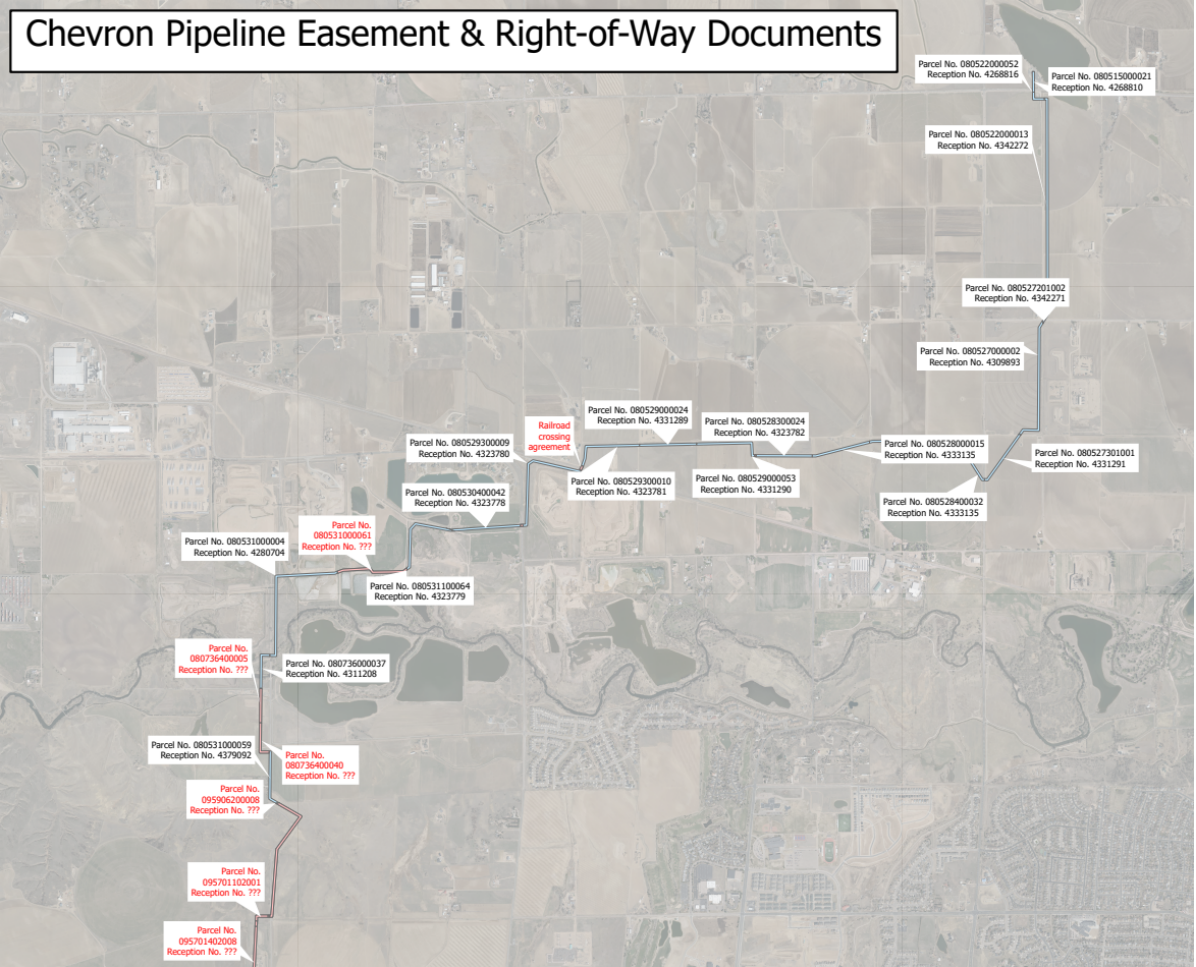
Based upon satisfactory completion of extensive due diligence;

The W&S Dept. staff recommend approval of closing on Neff Lake Pipeline PSA and the related water lease and pipeline leaseback agreements.



Questions

Pipeline Alignment: Easement Title and Survey Diligence





Agenda Summary

June 17, 2026

Key Staff Contact: Morgan Effrein, Water Resource Administrator II

Title:

Approval of F Street Farm and Irrigation Lease

Summary:

The City of Greeley owns a 62-acre parcel at 5207 F St (Weld County Assessor Parcel 08053400030), which includes the Rover Run Dog Park and part of the Poudre Trail. Within this parcel, about 30 irrigable acres of the F-Street farm need rehabilitation. This area was previously leased for farming; however, after being left fallow in 2025, problems such as trespassing, weed growth, prairie dogs, and dry soil emerged. For the 2026 season, the F-Street parcel has an existing tree farm operation managed by the City's Forestry department, and the remaining 30 acres are available for irrigable farming. The farming operations with irrigation will utilize the southern mid portion, which consists of approximately 20 acres, and the additional 10 acres in the lower southern portion. The proposed lessee reached out to staff about leasing this property for farming purposes and developing a long-term relationship, with the hope of supporting the city's goal to rehabilitate the property and to facilitate future collaboration with FFA. Staff conducted numerous on-site visits to describe current conditions, future plans for an in-ground pipeline through the center of the field, and the native water rights, including the Greeley Irrigation Company shares and the Boyd Freeman Irrigation Company shares. The lessee recognized that the parcel needed repair and was willing to lease it at a discounted rate, while understanding that future pipeline construction would likely destroy any crop in the center of the field. The lessee also understands that the parcel is shared with the Tree Farm operation and was willing to share water and resources. The lessee's willingness makes them a great candidate to lease this property and benefits the City by continuing the beneficial use of native water supplies, bringing the parcel into a rehabilitated state, reducing trespassing, and developing a collaborative relationship with the FFA for future community benefits. The lease terms reflect the property's current condition, and a renewal of four subsequent one-year terms is available, with the City's sole discretion to adjust the pricing terms within the lease. Staff recommends approving the lease agreement for the 2026 season.

Recommended Action:

Staff recommends the Water and Sewer Board approve the F-street and irrigation lease with Mr. Longacre

Recommended Motion:

"I move that the Board approve the F-Street Farm and Irrigation Lease Agreement in the form enclosed and delegate authority to the Director of Water and Sewer or the Director's designee to renew the agreement in the future, provided the material substance remains unchanged."

Attachments:

1. Approval F-Street Farm & Irrigation Lease Agreement Presentation
2. Farm Lease Agreement (Longacre) F-Street Property



F-Street Property: Farm and Irrigation Lease Agreement

Water & Sewer, June 17th, 2026

Morgan Effrein, Water Resource Administrator II

Agenda & Purpose

- Overview of the F-Street Property
- Property Layout
- Existing Challenges
- Lessee –based Solutions
- Lease Terms

Purpose: Action item to approve the F-street Farm and Irrigation Lease Agreement for 2026.



Overview F-Street Property

- City-owned agriculture property adjacent to the Rover Run Dog Park and Poudre Trail
- ~30 acres of irrigable cropland
- Native water supplies
- City has historically leased to a previous tenant farmer



Property Layout

Farm Lease

31.5 acres available for annual lease
Planted Alfalfa & Grasses

Water Sources:
Greeley No. 3 Ditch (1870), GIC
Boyd Freeman Ditch (1862), BIC

Legend

-  BIC Irrigation (11.5 acres)
-  Boyd Freeman Ditch- BIC
-  Farm Lateral- BIC
-  GIC Irrigation (20 Acres)
-  Greeley Tree Farm (3 Acres)
-  Rover Run Dog Park



Google Earth

F St

F St

1000 ft

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Existing Parcel Challenges



- Significant repair, rehabilitation, and maintenance needs
- Improvements needed to support agricultural use
- Requirement to maintain beneficial use of water rights
- Future water pipeline planned through the center of the field
- Ongoing trespassing and site security concerns

Lessee-based Solutions



- Strong lessee interest in farming to support site rehabilitation
- Agricultural use maintains beneficial use of native water supplies
- Operations can coexist with existing tree farm activities
- Potential future collaboration with FFA for additional community benefit

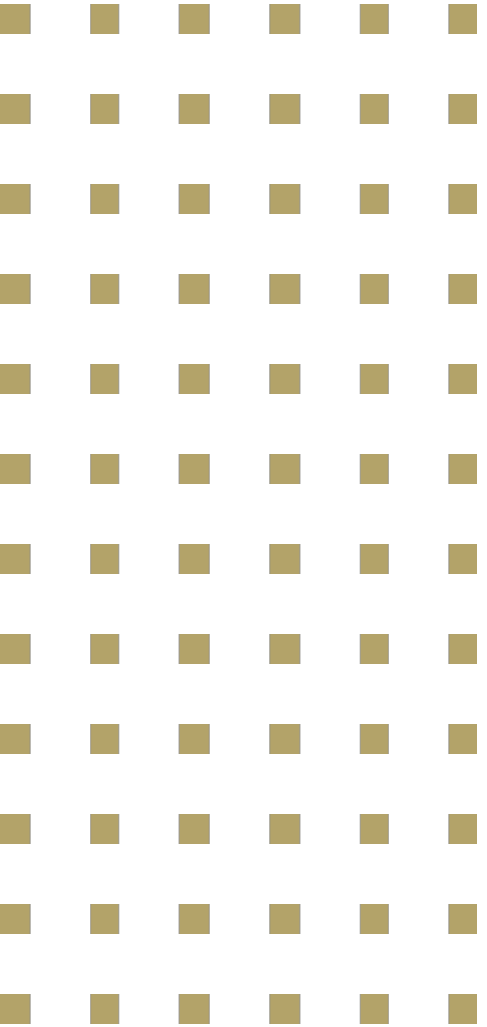
Lease Terms

- **Lessee:** Kelly Longacre
- **Leased Acres:** 30
- **Term:** Single year agreement: June 17th – May 1st, 2027
 - Allows property for farming purposes and support the City to improve and rehabilitate the Property so it can be productive cropland.
 - Develop strong relationship with the City for future collaboration and ongoing improvements.
- **Leased Fee:** \$1,500 to cover staff time and resources to administer the lease
- **Leased Water Fee:** \$8/AF
- **Renewal:** Four subsequent terms of one year each

Recommendation

W&S staff recommends approving the F-Street Farm and Irrigation Lease Agreement and delegating authority to the Director of W&S to renew the agreement in the future.

Thank you



FARM LEASE AGREEMENT

This FARM LEASE AGREEMENT (Lease Agreement) is entered into this 21 day of 5, 2026, by and between THE CITY OF GREELEY, COLORADO, a Colorado home rule municipality, acting by and through its WATER ENTERPRISE (City or Greeley), whose mailing address is 1001 11th Avenue, Second Floor, Greeley, Colorado 80631, and Kelly Longacre, in his individual capacity (Longacre or Lessee), whose mailing address is 506 57th Avenue Court, Greeley, Colorado 80634. Within this Lease Agreement, Greeley and Longacre are each individually a “Party” and, collectively, “Parties.” Capitalized terms used in this Lease Agreement have the meanings given to such terms herein.

RECITALS

WHEREAS, Greeley owns agricultural property consisting of approximately 30 acres of irrigable cropland located at 5207 F Street in Greeley, Colorado (the Property), as legally described and depicted on Exhibit A, attached hereto and incorporated herein;

WHEREAS, the Property is in need of substantial repair, rehabilitation, and ongoing maintenance, including improvements necessary to support its intended agricultural use;

WHEREAS, Longacre desires to use the Property for farming purposes, and is willing to support the City to improve and to rehabilitate the Property so that it may once again be used as productive cropland; and

WHEREAS, Greeley owns certain shares in the Greeley Irrigation Company and in the Boyd Irrigation Company that may be used to irrigate the Property (Water Rights); and,

WHEREAS, Greeley desires to lease, under the terms of this Lease Agreement, the Water Rights and the Property to Longacre for agricultural purposes; and,

THEREFORE, for and in good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Greeley and Longacre agree as follows:

LEASE AGREEMENT

1. **FARM LEASE.** Greeley does hereby lease to Longacre the above-described Property and associated Water Rights for agricultural purposes, subject to the terms and conditions of this Lease Agreement.

Lessee understands the City may use the approximately 11.5 acres on the northern portion of the Property for future tree farm operations, water line or irrigation improvements, or other municipal purposes and, as such, this portion of the Property may be excluded from future lease renewals.

2. **TERM OF LEASE.** This Lease Agreement shall be effective as of the date identified above and shall expire on May 1, 2027 (Lease Term). The Lease Agreement may be renewed for up to four subsequent terms of one year each, upon execution of a written mutual agreement of renewal by the parties. Notwithstanding the foregoing, this Lease Agreement may be terminated for any reason by either Party prior to any irrigation season by delivering a Notice to the other party on or

before March 1 of that calendar year. If Lessee fails to notify the City of its intention to terminate

3. LEASE AMOUNT. Lessee shall pay Greeley \$1,500.00 a year for the use and occupancy of the Property, which is equal to \$50.00 per acre of approximately 30 acres of irrigable cropland (Lease Amount). The Lease Amount shall be due at signing of this Lease Agreement. The Parties acknowledge and agree that the Lease Amount established for the initial term of this Lease Agreement is subject to adjustment in subsequent years.

a. For each year the lease is renewed, the Lease Amount will be adjusted based on the percentage increase in the Consumer Price Index (CPI) for the Denver-Aurora-Lakewood area, measured as of the date of the written renewal notice. Regardless of any future decrease in the CPI, the Lease Amount shall never be less than \$130.00 per acre.

b. For each year the lease is renewed, Greeley may increase the Lease Amount or the water rental amount to reflect changes in market value of the underlying land or Water Rights. The decision to increase the Lease Amount or Water Rental Amount shall be at Greeley's sole discretion. Notwithstanding the foregoing, Greeley may choose to maintain the initial Lease Amount of \$1,500.00 a year or adjust or discount the Lease Amount or Water Rental Rate.

c. If the City elects to withdraw a portion of the Property from the Lease Agreement, the annual Lease Amount will be reduced on a proportional basis to correspond with the decreased acreage. The City will make reasonable efforts to provide the Lessee with Notice of such withdrawal ahead of lease renewal or otherwise as soon as practicable.

d. Any changes to the Lease Amount shall be documented in writing and sent by written Notice to the Lessee by March 1 of that calendar year and in advance of lease renewal.

4. WATER RENTAL AMOUNT. The City shall remain responsible for any ditch, reservoir, or augmentation company assessments or other charges and expenses attributable to the Water Rights. Lessee shall pay the City for its use of the Water Rights in the amount of \$8.00 per acre foot (Water Rental Amount). Greeley will estimate such usage based on a cubic foot per second measurement over approximately four days per month and invoice Lessee accordingly. The Lessee will remit payment within 30 days of receiving an invoice.

5. IMPROVEMENTS. This Lease Agreement does not grant Lessee any right to the use of structures or improvements located on the Property.

6. CONDITION OF PROPERTY. Prior to signing this Lease Agreement, Lessee has inspected or caused to be inspected the Property and acknowledges the Property is being leased "as-is." Lessee understands and acknowledges that the Property is in need of major repair, rehabilitation, and ongoing maintenance including, but not limited to, erosion and sedimentation control, slope contouring and regrading, trash removal, soil amendments, and weed abatement, before the Property will likely be productive cropland.

No additional representation, statement or warranty, express or implied, has been made by or on behalf

of Greeley as to the condition of the Property or of any improvement located thereon and used in connection with the Property. In no event shall Greeley be liable for any defect in the Property or for any limitation on the use of the Property as irrigated cropland.

7. WATER RIGHTS.

a. Lessee may use the Water Rights for agricultural irrigation of the Property, subject to the terms and conditions of this Lease Agreement. This Lease Agreement entitles Lessee to the use of the Water Rights only up to the amount necessary to irrigate the Property, which shall be determined by Greeley in its sole discretion.

b. Lessee agrees to use the Water Rights and the water delivered pursuant to this Lease Agreement only for agricultural irrigation of the Property. Lessee will not use the Water Rights for any other uses or on any other lands. Lessee agrees to take and use the water delivered pursuant to the Water Rights to the fullest extent possible and undertake no action which could be construed as an abandonment in part or in whole of the Water Rights. Lessee agrees not to use any water, water rights, ditches, ditch rights, wells, well rights, well permits, carriage rights, reservoirs, or reservoir rights to irrigate the Real Estate, other than water yielded pursuant to the Water Rights.

c. Lessee agrees to use the Water Rights, and the water delivered pursuant to this Lease Agreement, only for agricultural irrigation of the Property.

d. Lessee agrees to take and use the water delivered pursuant to the Water Rights to the fullest extent possible and shall undertake no action which could be construed as abandonment of the Water Rights or could cause in part or in whole a reduction in the use of the Water Rights. Lessee shall provide advance written notice, on or before February 1, of any year, to Greeley if he no longer intends to irrigate the Property, or any portion thereof, with the Water Rights during the following Lease Term.

e. Lessee shall not sublease or rent the Water Rights to others or allow others to use the Water Rights or water delivered pursuant to said Water Rights on lands or for uses other than those described in this section.

f. Lessee shall comply with the rules, regulations, and policies of the ditch and reservoir companies that deliver the Water Rights.

g. Greeley makes no warranties or guarantees of, or representations about, the amount of water that will be yielded or delivered pursuant to the Water Rights.

h. Greeley shall not be liable for any failure of delivery of water pursuant to the Water Rights due to drought or other force of nature or failure of any ditch and/or reservoir delivery systems.

8. AUTHORIZED USE OF THE PROPERTY.

a. Lessee shall occupy and use the Property solely for agricultural purposes.

b. Lessee shall be responsible for the proper care of the Property consistent with

sound agricultural practices.

c. Lessee shall apply all herbicide, fungicide, pesticide, and fertilizer in compliance with applicable federal, state, and local law.

d. Lessee shall irrigate the Property with the Water Rights and the water delivered pursuant to this Lease Agreement.

e. Lessee shall provide, at Lessee's sole expense, all labor, machinery, seed, fertilizer, herbicide, and other items needed for farming and improving the Property.

f. Lessee shall not use the Property for long-term vehicle, machinery, or equipment staging or storage. During the growing season (March 31 through October 31 of a given calendar year), the Lessee may temporarily (up to 90 days) store materials, vehicles, machinery, and equipment at the Property. If equipment and other items remain in one place for longer than 90 days during April 1 to October 31, the City will send Notice to Lessee to remove such equipment or other items. If equipment and other items have not been removed within 30 days of Lessee's receipt of such Notice, the City may remove equipment or other items. The City may remove vehicles, machinery, or other equipment stored at the Property for longer than 14 days outside the growing season (November through March) without Notice. Lessee shall be responsible for all costs and expenses associated with any removal of equipment or other items initiated by the City under this section.

g. Lessee will not cause or permit others to impede or obstruct access to adjacent properties.

h. At no time will Lessee use adjacent well pad or dog park parking lot to stage or store equipment.

i. Lessee will only access the Property using existing access roads along the eastern and western portions of the Property. Lessee will not drive vehicles or equipment on adjacent sidewalks or the Poudre River Trail.

9. LESSEE'S COVENANTS AND AGREEMENTS.

a. Lessee shall maintain and make any necessary repairs or improvements, at Lessee's expense, to any lateral ditches, headgates, and other personal property necessary to deliver the Water Rights to the Property and to the pivots, wells, siphons, and pumping lagoons used in connection with the Water Rights on the Property.

b. Lessee shall keep the Property, including any non-irrigated land, clear of weeds, pests, and vermin.

c. Lessee shall not assign this Lease Agreement nor sublet the Property or any part thereof without the prior written consent of Greeley, whose consent shall not be unreasonably withheld.

d. Lessee shall neither construct, nor permit others to construct, any structure, building, or other improvement on the Property without Greeley's prior written consent. Such consent shall be within Greeley's sole discretion.

e. Lessee shall not erect, paint, or maintain any signs on the Property without first securing the prior written consent of Greeley.

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

g. Lessee shall not use or permit to be used any insecticide, pesticide, rodenticide, herbicide, or other chemical substance on the Property for weed, pest, or rodent control or fertilization that is prohibited by any federal, state or local statute, ordinance, resolution, rule or regulation.

h. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance, or claim on or with respect to the Property.

i. Lessee agrees, covenants, and warrants to maintain the Property throughout the term of the Lease in good repair and condition.

j. Lessee agrees to deliver up and surrender to Greeley possession of the Property at the expiration or termination of this Lease Agreement.

k. Lessee agrees to pay all utilities, including but not limited to, gas, water, electricity, and trash, that are used in connection with the Property.

10. INDEMNIFICATION.

a. Lessee assumes the risk of loss or damage to any crops on the Property whether from windstorm, fire, earthquake, snow, water runoff, soil conditions, or any other causes whatsoever.

b. Lessee releases and agrees to indemnify, defend and hold harmless Greeley, its agents, officers, employees, and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from Lessee's operations or use of the Property under this Lease Agreement.

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

11. HAZARDOUS MATERIALS.

a. As used in this section, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a "hazardous

substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1321; (v) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6903; (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601; or (vii) defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991.

b. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Property by Lessee, its agents, employees, contractors, or invitees without the prior written consent of Greeley. Greeley shall not unreasonably withhold consent so long as Lessee demonstrates to Greeley’s reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee’s use of the Property for agricultural purposes, so long as any chemicals (including without limitation fertilizer, herbicides, insecticides) are applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical and kept, and stored in a manner that complies with all laws regulating such chemicals.

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

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

12. RESERVATIONS. Greeley reserves its rights under this Lease Agreement to (i) have its officers, employees, and representatives enter, inspect, or protect the Property at any time; (ii) use any portion of the Property for public utilities (including water and sewer service) and as ingress and egress for public use and rights-of-way; (iii) use, repair, install, replace, and maintain public utilities and rights-of-way on, across, or underneath the Property; and (iv) use any portion of the Property as a site for the application of digested biosolids.

13. TERMINATION FOR CAUSE.

a. Lessee agrees to observe and perform the terms and conditions of this Lease Agreement. If Lessee fails to make payment of the Lease Amount in full or if Lessee fails to observe or perform any term or condition of this Lease Agreement, then Greeley, upon written notice to Lessee, may terminate this Lease Agreement and re-enter and repossess the Property, with or without legal proceedings, using such force as may be necessary, and remove any property belonging to

Lessee without prejudice to any claim for rent or for the breach of covenants hereof. Lessee agrees to indemnify and hold Greeley harmless from and against any costs for the removal of Lessee's property incurred by Greeley under the provisions of this section.

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

c. If Lessee, after the expiration or termination of this Lease Agreement, shall remain in possession of the Property without a written agreement, the holding over shall constitute a month-to-month tenancy at a monthly rental rate equivalent to one-twelfth of the Lease Amount as adjusted in accordance with Section 3(a) above, payable in advance on the first day of each month. No payments of money by Lessee after the expiration or termination of this Lease Agreement shall constitute a renewal of this Lease Agreement in the absence of a written mutual agreement.

14. INSURANCE REQUIREMENTS.

a. Lessee shall purchase at Lessee's sole expense and maintain for the full period of this Lease Agreement, including any additional extension periods, insurance policies providing coverage as follows:

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

ii. Workers' compensation and employers' liability insurance (as applicable), which shall cover the obligations of Lessee in accordance with the provisions of the Workers' Compensation Act of Colorado, as amended.

b. Before commencement of the Lease Term, Lessee must present all applicable insurance policies, certificates of insurance, and endorsements, along with a signed copy of this Lease Agreement, to the City of Greeley Risk Manager, and receive the Risk Manager's written approval as to the adequacy of such insurance coverage. The insurance policies shall name the City of Greeley, Colorado, a home rule municipality, and its council members, officers, agents, employees, and volunteers as additional insured parties with respect to all activities Lessee may perform under this Lease Agreement. Moreover, such endorsement shall include a notice provision requiring 30-day written Notice to Greeley before any cancellation.

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

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

e. Nothing in this section shall limit the extent of Lessee's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from Lessee's occupancy, use, or control of the Property or Lessee's performance or nonperformance under this Lease Agreement.

15. NO VESTED INTEREST IN SHARES OR JOINT VENTURE. This Lease Agreement is entered into subject to the Greeley Water & Sewer Board's express contracting authority under Section 17-4 of the Greeley City Municipal Code. Greeley grants no interest in the Property to Lessee other than as explicitly set forth in this Lease Agreement. Lessee shall make no claim to any rights, title, or interest in the Property other than as explicitly set forth in this Lease Agreement. This Lease Agreement does not create a partnership or joint venture of any kind between the Parties, and Lessee shall bear the entirety of any loss, cost, or expense incurred through its use of the Property.

16. MISCELLANEOUS PROVISIONS.

a. This Lease Agreement and all matters arising out of or relating to this Lease Agreement shall be construed and enforced in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

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

c. Lessee agrees that Greeley shall be under no obligation to maintain the Property in a particular condition or for a particular use, and Lessee waives all claims for damages of any kind or nature, whatsoever, resulting therefrom.

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

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

f. Lessee shall perform all obligations under this Lease Agreement in strict compliance with all applicable City, county, state and federal laws, rules, charters, ordinances and regulations.

g. This Lease Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Lease Agreement.

h. If a court of competent jurisdiction determines that any term or provision of this Lease Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or

unenforceability shall not affect any other term or provision of this Lease Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Lease Agreement to reflect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

i. Lessee acknowledges that this Lease Agreement may not be recorded.

j. This Lease Agreement shall extend to and be binding upon the heirs, successors, and permitted assigns of the parties. Notwithstanding the foregoing, Lessee acknowledges and agrees that Greeley may sell the Property and intends to retain the Water Rights. In the event the Property is sold, Greeley may assign or terminate, in full or in part, the Lease Agreement by providing notice to Lessee of the assignment or terminating in accordance with Section 2.

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

17. NOTICE AND COMMUNICATIONS. Each Party shall deliver all notices, payments, requests, consents, and other communications under this Lease Agreement (each a Notice) in writing and addressed to the other party at its address identified below (or to such other address that the receiving party may designate from time to time in accordance with this section). Notice shall be provided by certified or registered mail (in each case, return receipt requested, postage prepaid), personal delivery, or email (with confirmation of transmission). Except as otherwise provided in this Lease Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this section.

IF TO CITY OF GREELEY: Morgan Effrein
Water Resource Administrator
1001 11th Ave., Second Floor
Greeley, Colorado 80631
morgan.effrein@greeleygov.com

IF TO LESSEE: Kelly Longacre
506 57th Ave. Ct.
Greeley, Colorado 80634
klongacre@greeleyschools.org

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date stated in the preamble.

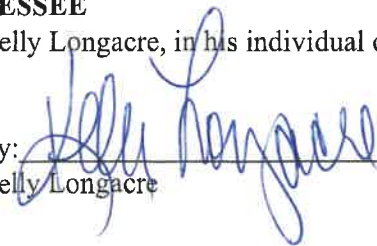
CITY OF GREELEY, COLORADO,
a Home Rule Municipal Corporation, acting by
and through its Water Enterprise

Attest:

By: _____
Mayor

By: _____
City Clerk

LESSEE
Kelly Longacre, in his individual capacity

By:  _____
Kelly Longacre

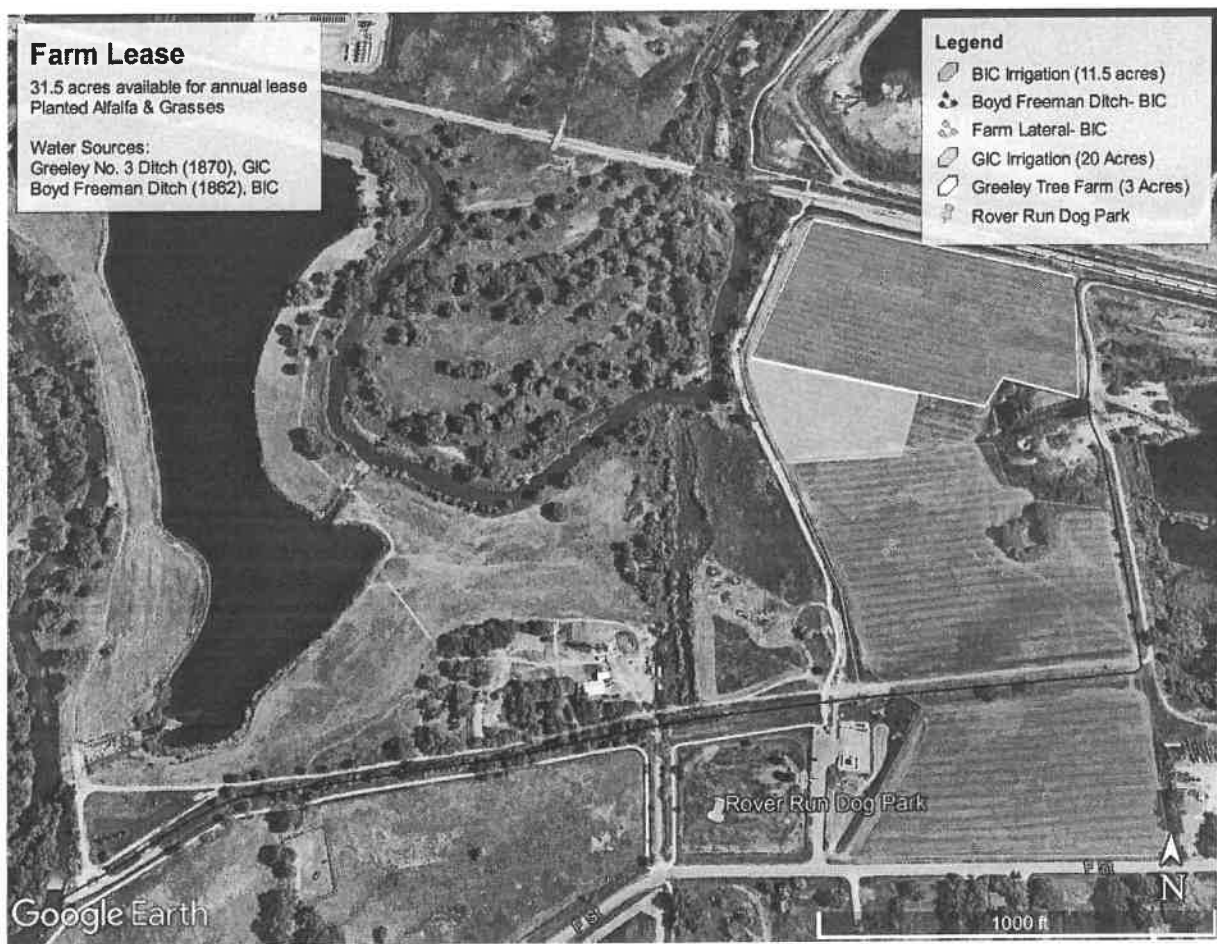
Date:  _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION AND PROPERTY LAYOUT

A parcel of land situated in Weld County, Colorado, more particularly described as follows:
Part of the NE4 of the SE4 of Section 34, Township 6 North, Range 66 West and part of the
SE4 of the NE4 of Section 34, Township 6 North, Range 66 West of the 6th P.M., Weld
County, Colorado lying south of the Rail road right-of-way.

The following image is a screenshot from Google Earth that depicts the general Property location and layout.





Agenda Summary

June 17, 2026

Key Staff Contact: Matt Sparacino, Water Resource Planning Manager, Jim Paulson, Civil Engineer IV

Title:

Terry Ranch and State Land Board Project Update

Summary:

This informational presentation provides an update on pipeline construction and costs to date as well as updates on ongoing and upcoming work related to the Terry Ranch and State Land Board projects. There is currently no infrastructure under construction related to the Terry Ranch or State Land Board projects. Ongoing work includes preparation of an application for nontributary groundwater rights associated with the State Land Board lease, finalization of the Storage Retiming Project, and continued negotiations, planning, and modeling to support development of Terry Ranch and State Land Board water for industrial use. Upcoming efforts include evaluating options to deliver power to the Terry Ranch and State Land Board properties and pursuing any necessary land acquisitions for the future water treatment plant.

Recommended Action:

None.

Recommended Motion:

None.

Attachments:

1. SLB_Drilling



Terry Ranch and State Land Board Project Update

Matt Sparacino, Water Resource Planning Manager

Jim Paulson, Civil Engineer IV

Matt.Sparacino@greeleygov.com

Jim.Paulson@greeleygov.com

Water & Sewer Board – June 17, 2026



Infrastructure and Mobility

Agenda



1. Review pipeline construction and cost to date
2. Provide updates on current and planned work

Purpose: Provide an information update about the Terry Ranch and State Land Board projects

Terry Ranch and SLB Updates - Pipeline

Financials to Date (Pipeline Only):

- **\$85.5M Total Budgeted**
 - \$65.1M for construction
 - \$15.9M for Professional Services (Design and CM)
 - \$4.5M for Land Acquisition and Crossings
- **Actual costs = \$64.7M**
 - \$55.5M Construction (\$3.85M/mi)
 - \$6.2M Professional Services
 - \$3M Land Acquisition and Crossings

Terry Ranch and SLB Updates - Pipeline

Cost Reimbursements to Date:

- \$125M in Construction Escrow from Wingfoot
 - 1st 50% (\$62.5M) is matched by Greeley 80:20 (\$12.5M)
 - 2nd 50% (\$62.5M) is matched by Greeley 1:1 (\$62.5M)
- Escrow deposits to date: Wingfoot \$45M, Greeley \$11.25M
- Reimbursement Requests from Escrow (Pipeline construction)
 - \$57.9M Requested and reimbursed to date (includes interest earned)
 - Wingfoot Portion = \$46.3M (80%)
 - City of Greeley Portion = \$11.6M (20%)
- Remainder of Segment 2 costs to be reimbursed when additional escrow funds are deposited

Terry Ranch and SLB Updates

- No infrastructure currently under construction
- SLB Water Court application
 - Preliminary engineering draft is complete
 - Water court application is being drafted
- Storage Retiming project is entering final stages, with board update planned for later this year (September)



Preliminary Engineering Report to Support the Upper
Laramie Nontributary Groundwater Application on State
Land Board Parcels
Case No. 26CWxxxx
Carr, Colorado



**Martin and Wood
Water Consultants, Inc.**
350 Indiana Street Suite 200
Golden, CO 80401
Phone: (303) 528-2800
Fax: (303) 528-2824
www.martinandwood.com

PREPARED FOR:
City of Greeley and
Colorado State Land Board

Project No. 607.2.1 - 26CWxxxx
June 2, 2026

Terry Ranch and SLB Updates

- Industrial users interested in Terry Ranch and SLB water
 - Negotiations, planning, modeling underway
- Upcoming:
 - Pursue options to deliver power to the property
 - Pursue any necessary land acquisitions for the future treatment plant

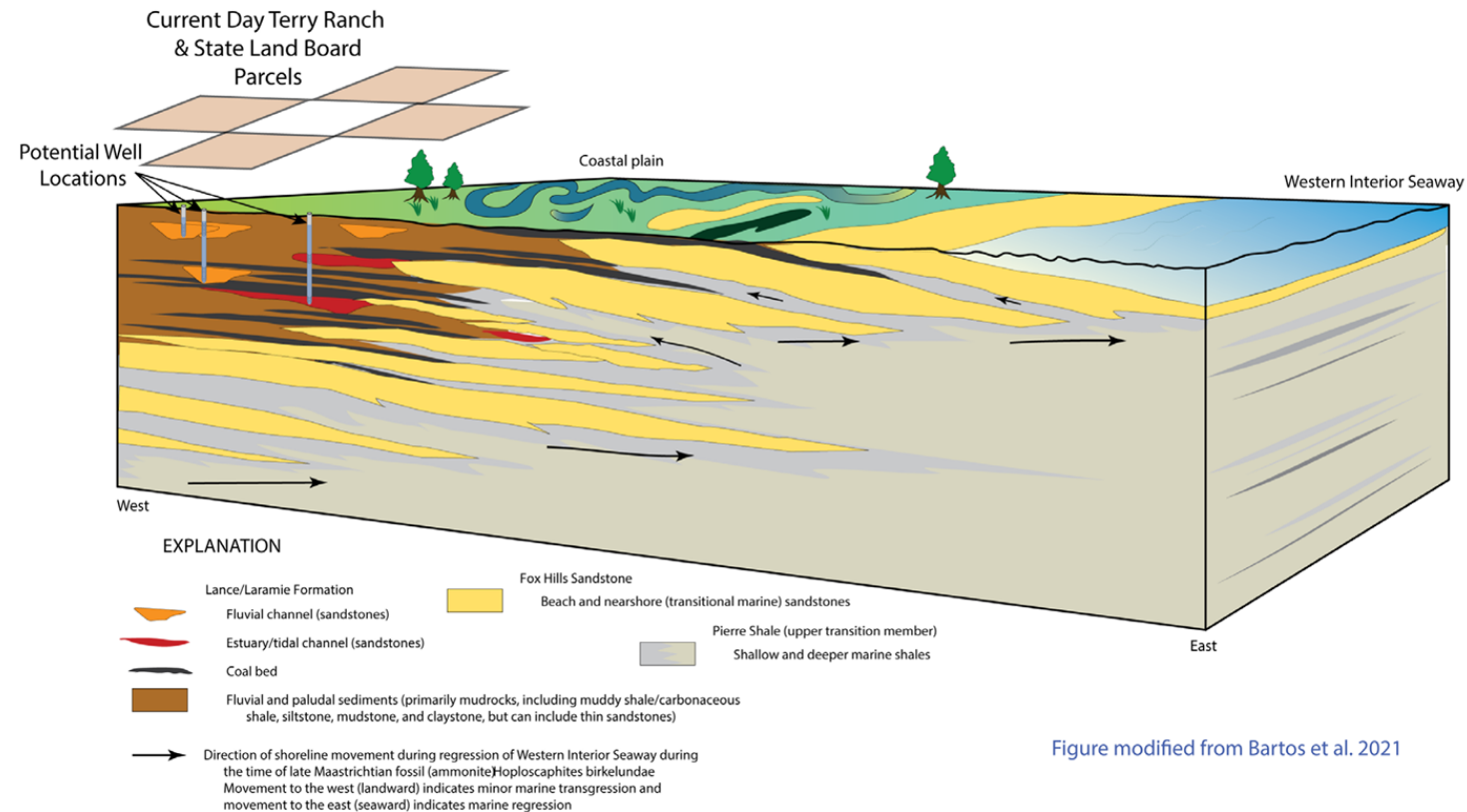


Figure modified from Bartos et al. 2021

Terry Ranch and SLB Updates

- Staff recommends reducing the frequency of these Terry Ranch and State Land Board informational updates and incorporating them into the biannual CIP report.



Thank you.

Questions?





Agenda Summary

June 17, 2026

Key Staff Contact: Brian Von Seggern, Water Resource Operations Manager

Title:

Water Supply Update

Summary:

Runoff in the South Platte Basin peaked in late May, more than a month earlier than the historical average and at flows well below normal. As a result, reservoir storage levels across the region remain below average.

Current forecasts indicate Weld County is likely to experience above-average temperatures and precipitation this summer. However, the low snowpack significantly reduced runoff and ditch yields throughout the basin. With less water available to irrigators to divert into in the ditches, the conveyance losses, or "shrink," in many irrigation systems are further reducing available supplies. Additionally, many storage rights in the basin have not come into priority, limiting reservoir refill opportunities. Currently, the Greeley Loveland Irrigation Company reservoirs in the region are expected to fill during the 2026 irrigation season.

Water Resources staff continue to actively manage these conditions by strategically utilizing excess Colorado-Big Thompson (C-BT) supplies and optimizing operations throughout Greeley's water system. Despite the challenges posed by reduced runoff and storage limitations, current projections indicate Greeley's water supply will remain above the 21,300-acre-foot action threshold established in the City's Drought Response Plan.

Recommended Action:

None.

Recommended Motion:

None.

Attachments:

1. Water Supply Update June 2026

Water Supply and Runoff Update: June

June 17, 2026

**Brian Von Seggern,
Water Resources Operations Manager**



Agenda and Purpose



Agenda

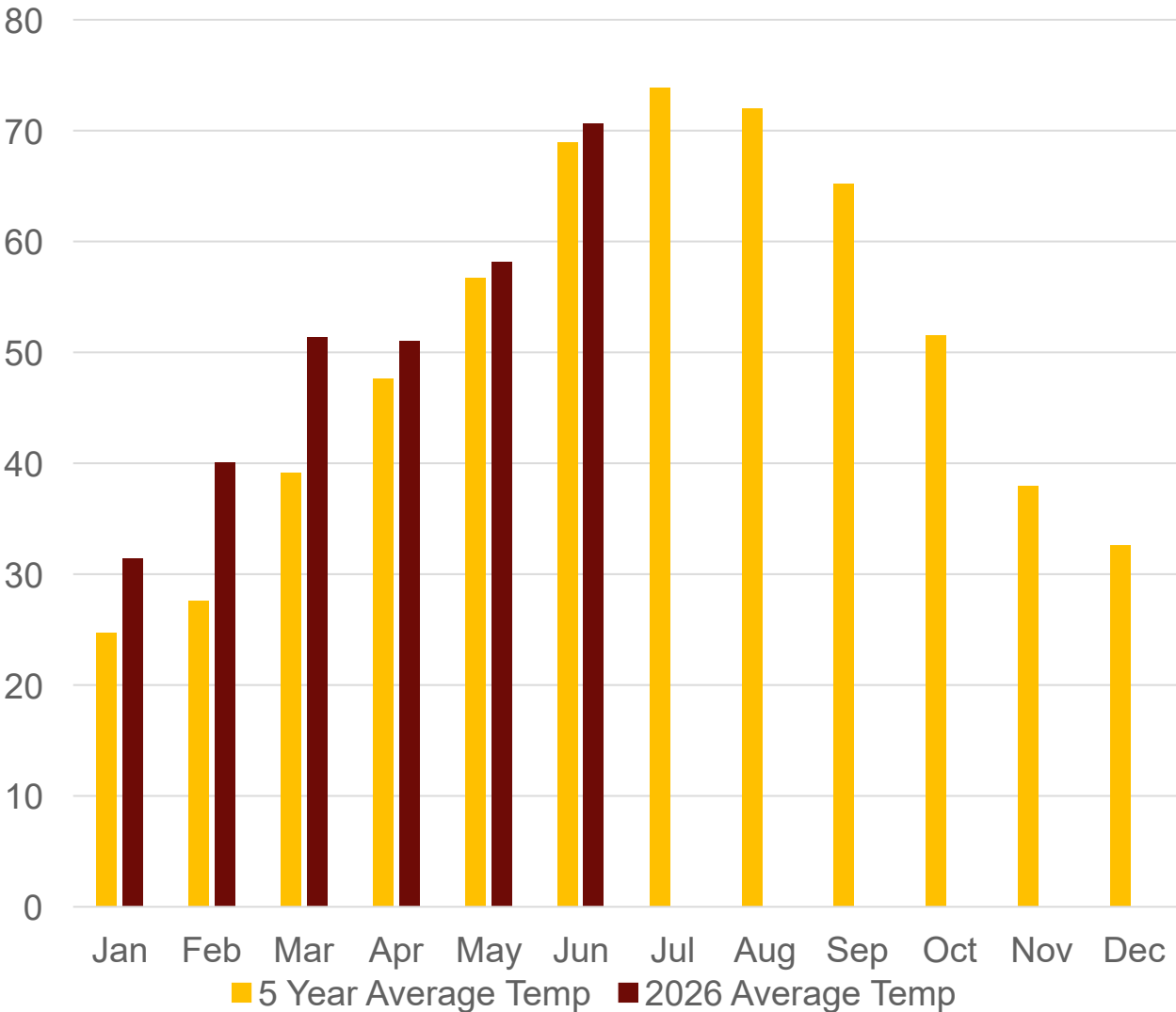
- Climate and Weather
- Storage and Production
- Outlook on Irrigation Season

Purpose

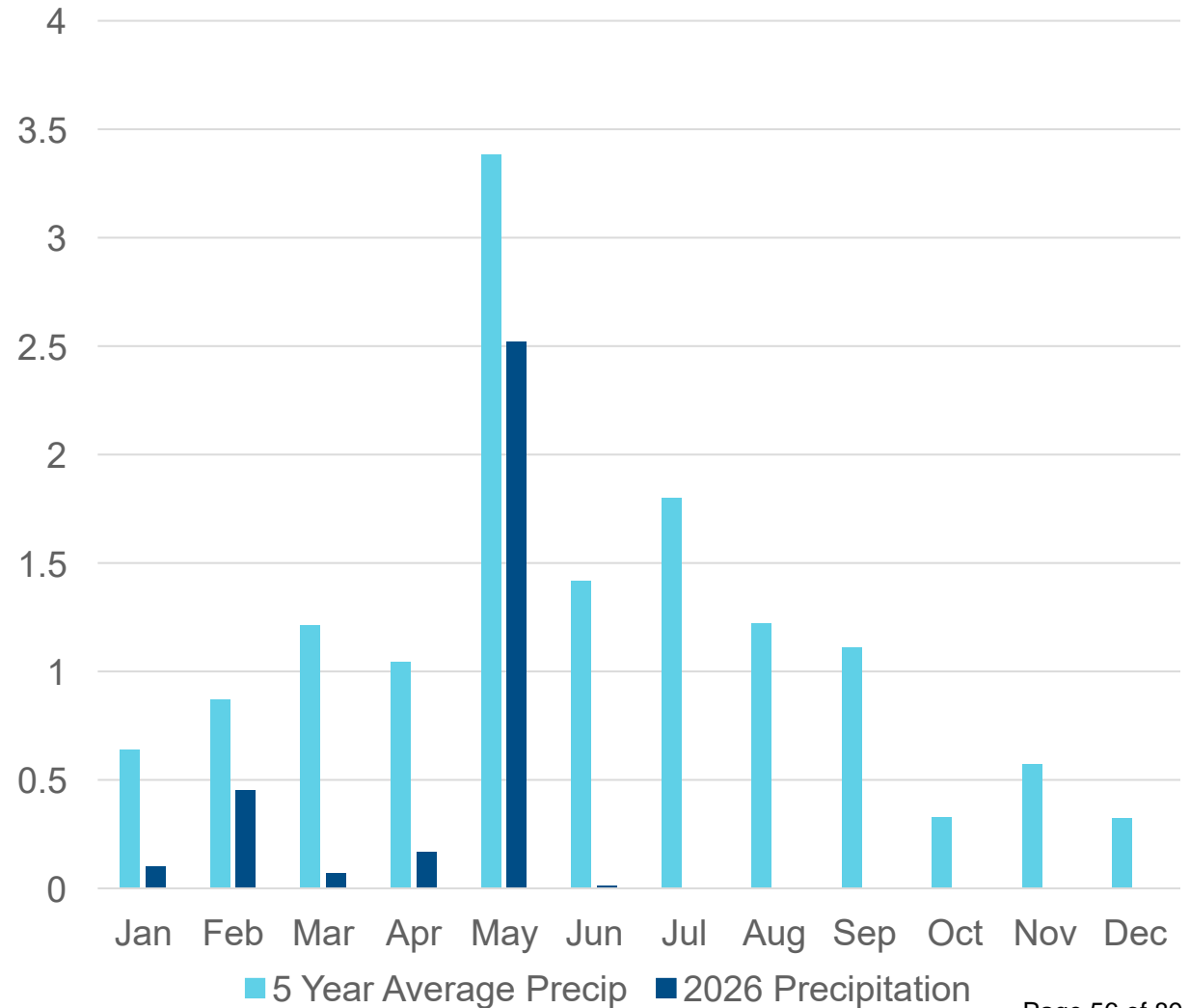
- Inform board of Greeley's water supply

5 Year Average and Current Conditions

Temperature

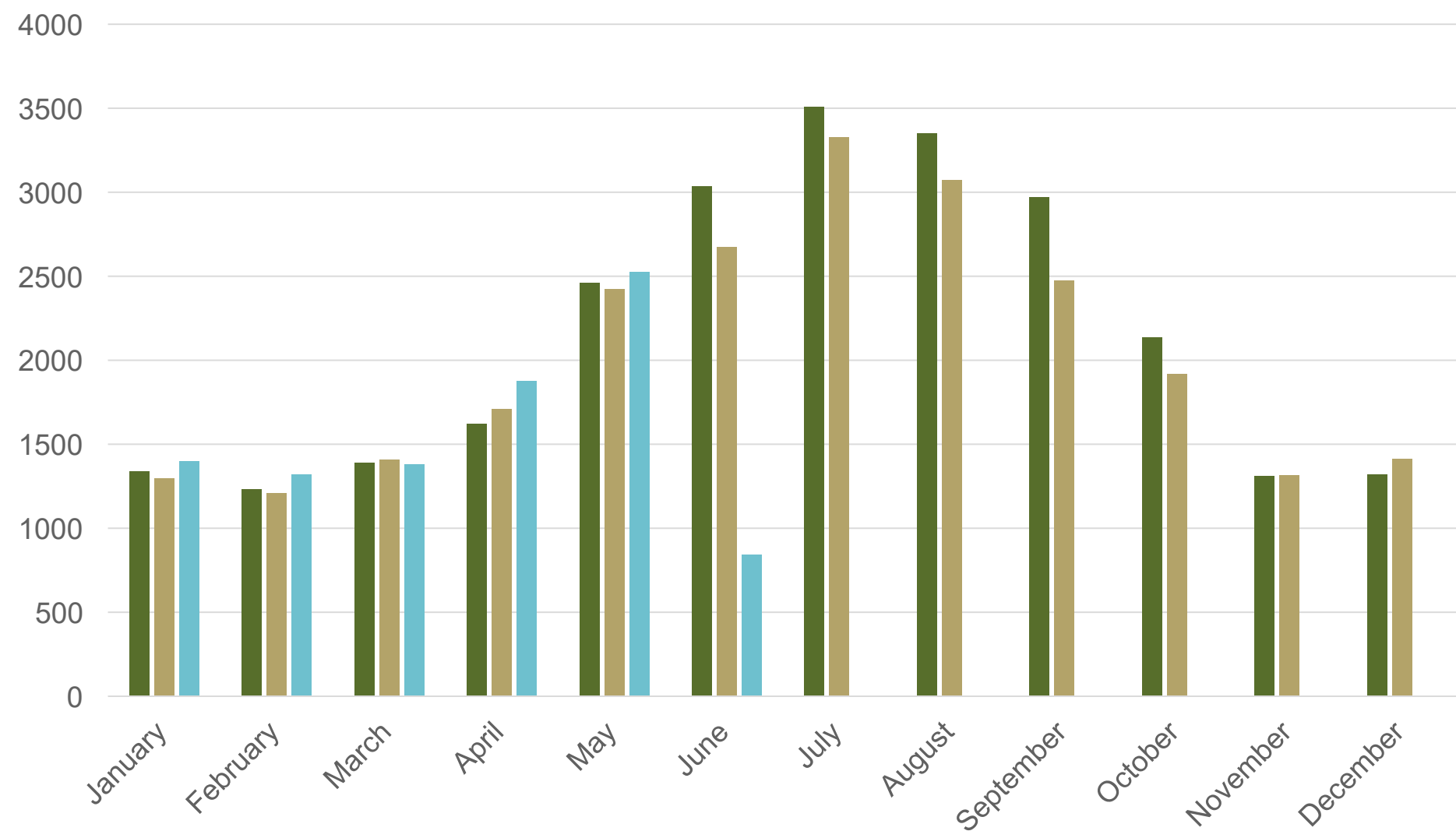


Precipitation



Water Treatment Plant Totals

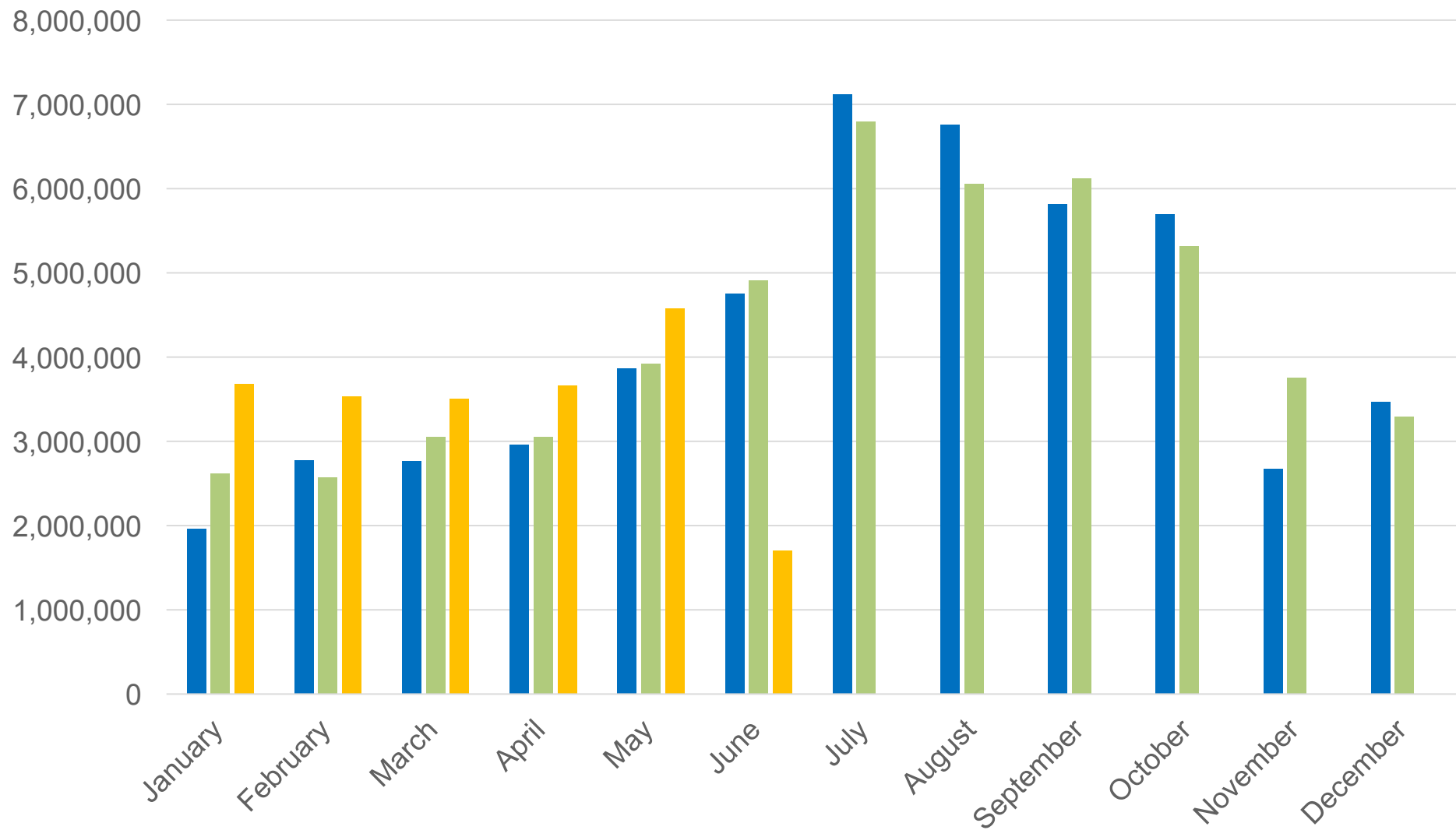
Monthly Water Treatment (Acre Feet)



Total Treated Water (AF)	
2024	50,604,689
2025	50,483,140
2026 through June 9	20,678,298

Revenue from Water Taps

Monthly Revenue Totals



Annual Revenue	
2024	50,604,689
2025	50,483,140
2026 through June 9	20,678,298

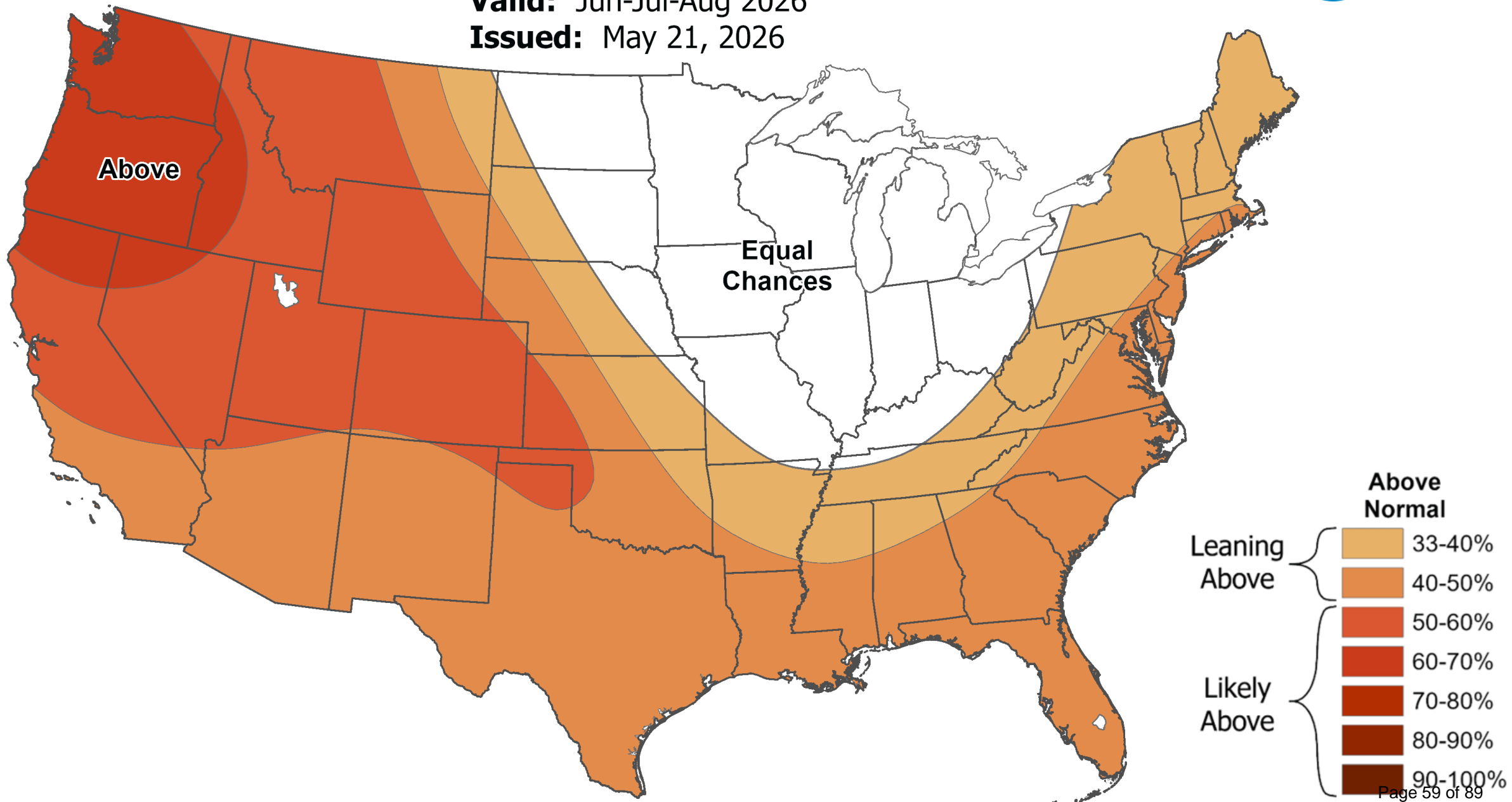


Seasonal Temperature Outlook



Valid: Jun-Jul-Aug 2026

Issued: May 21, 2026



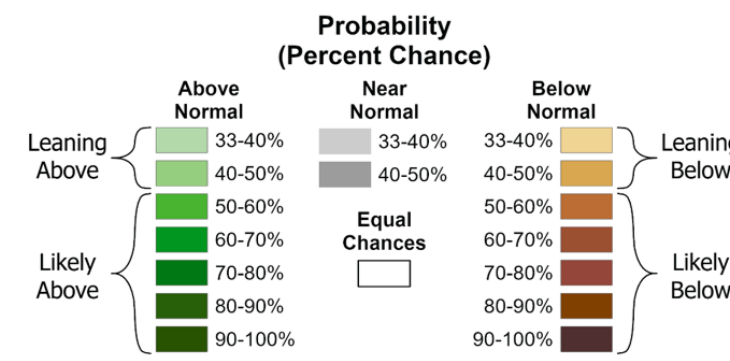
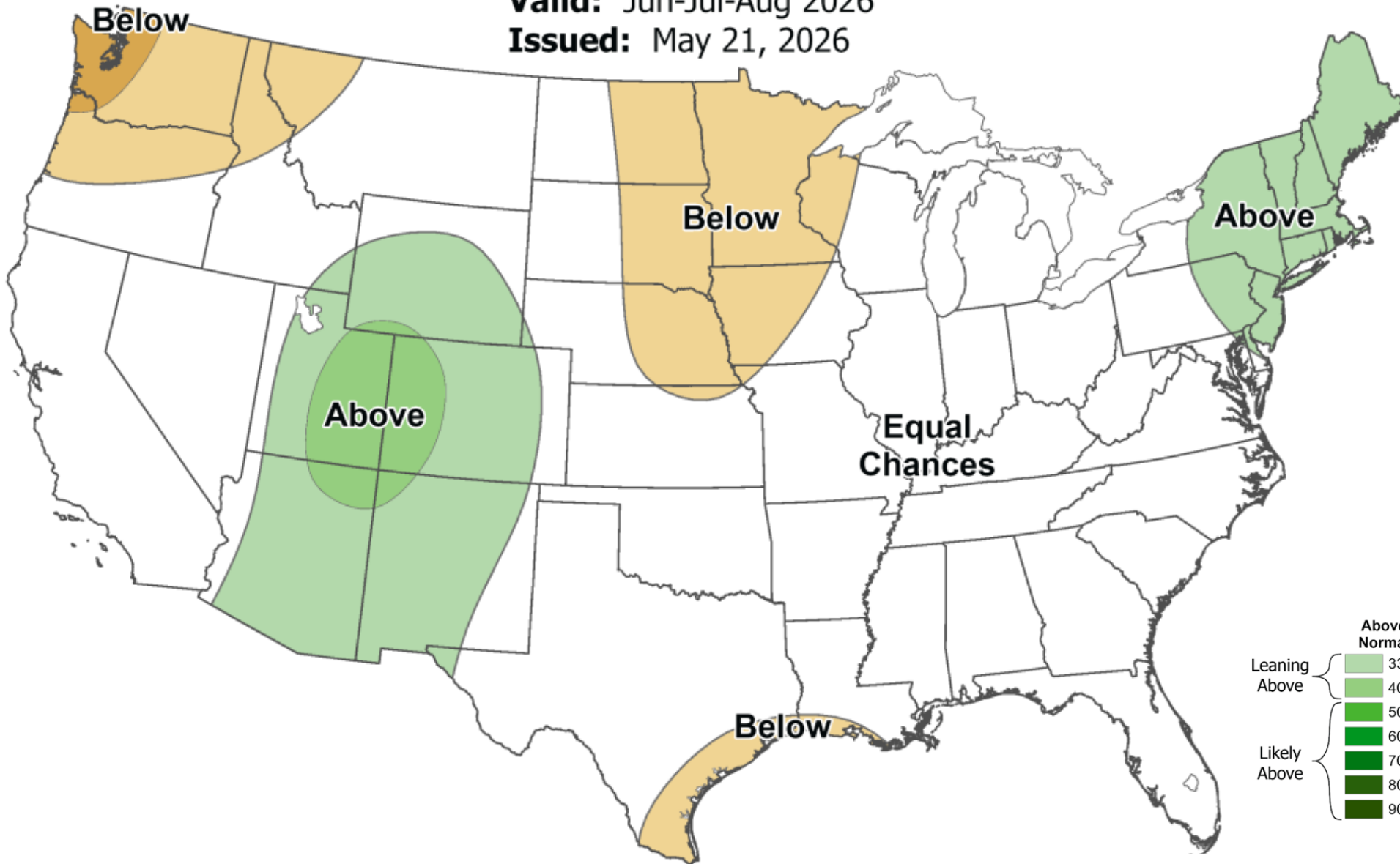


Seasonal Precipitation Outlook

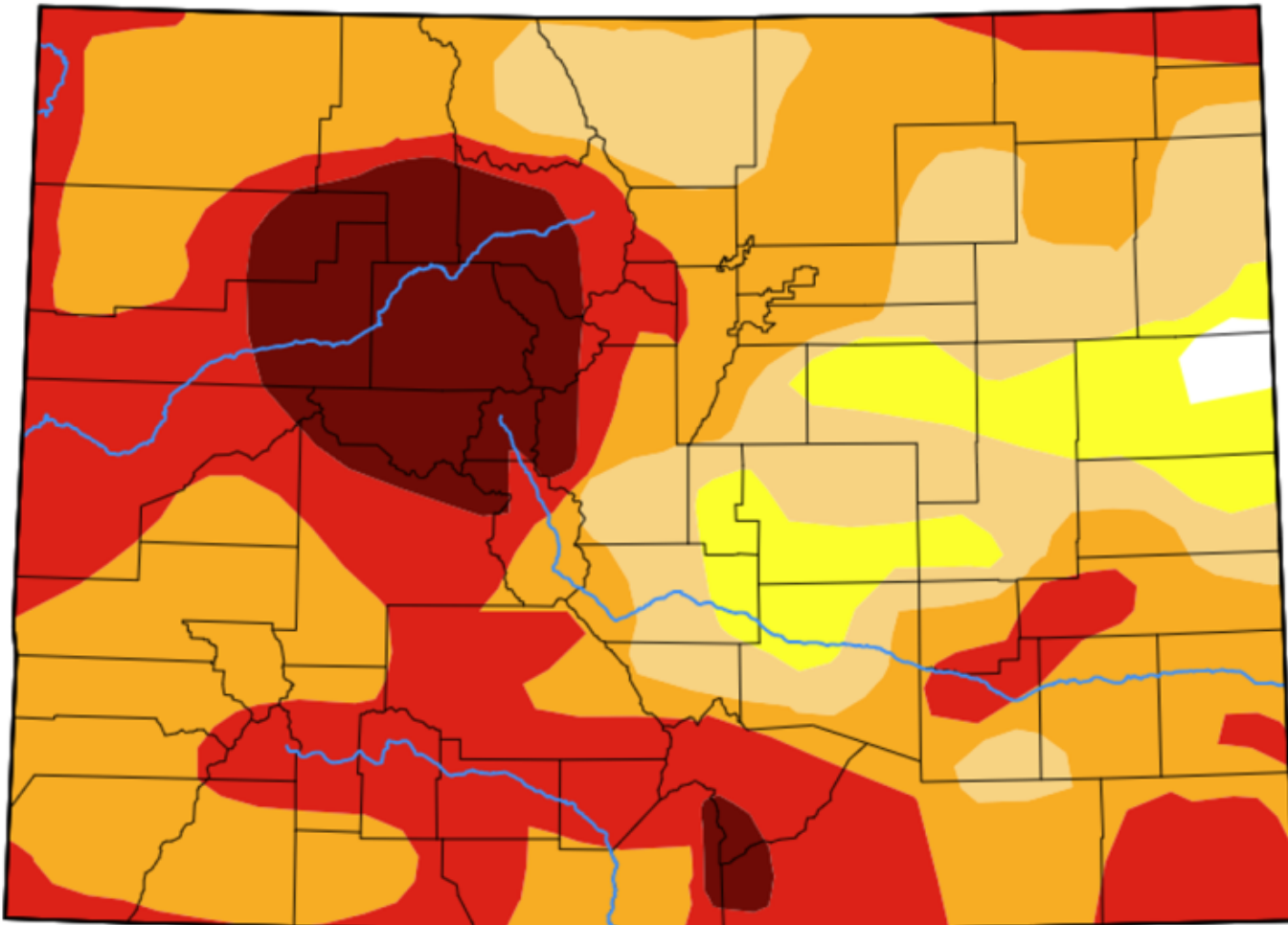


Valid: Jun-Jul-Aug 2026

Issued: May 21, 2026



U.S. Drought Monitor



Intensity

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

Authors

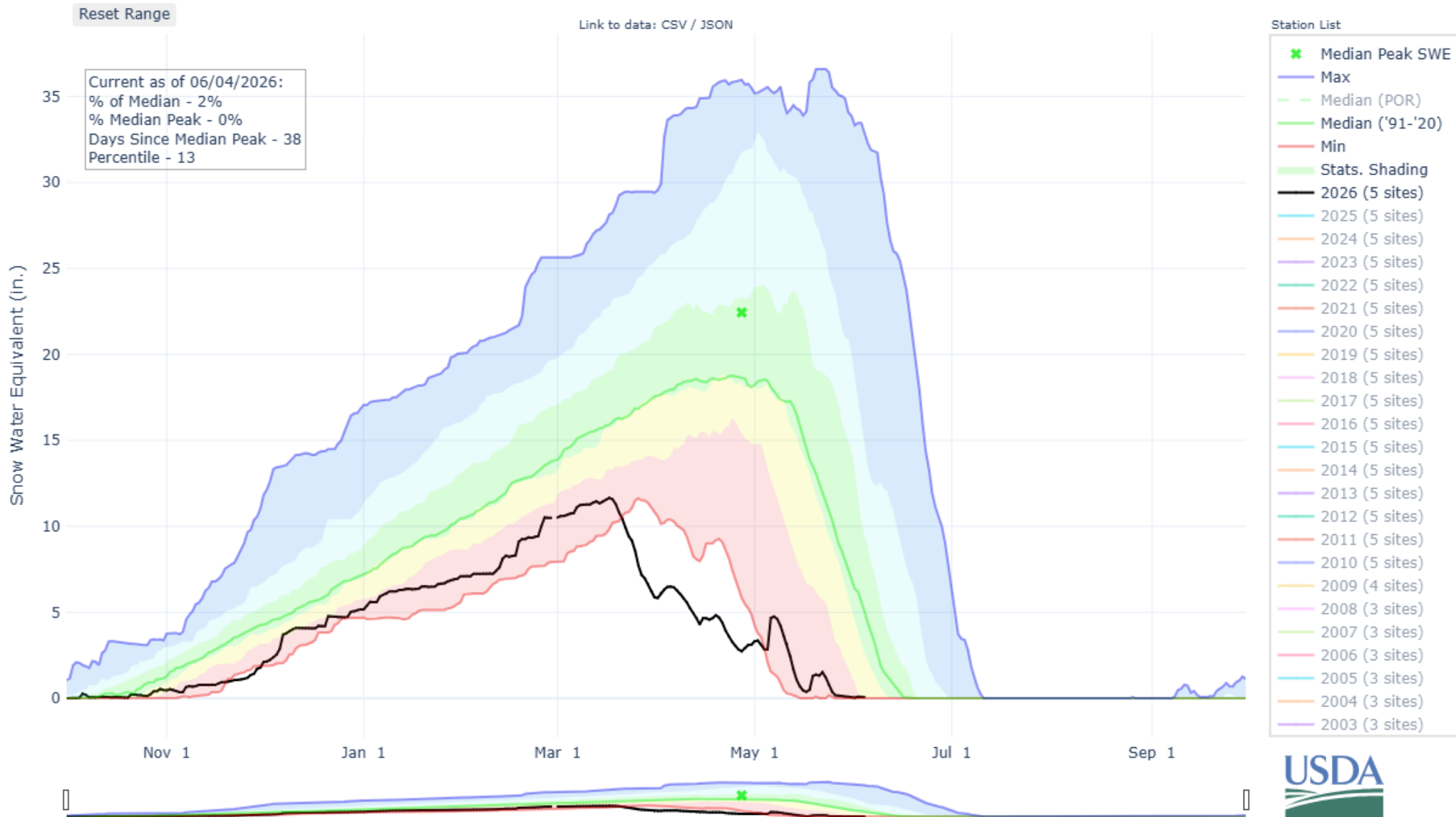
United States and Puerto Rico Author(s):

[Adam Allgood](#), NOAA/NWS/NCEP/CPC

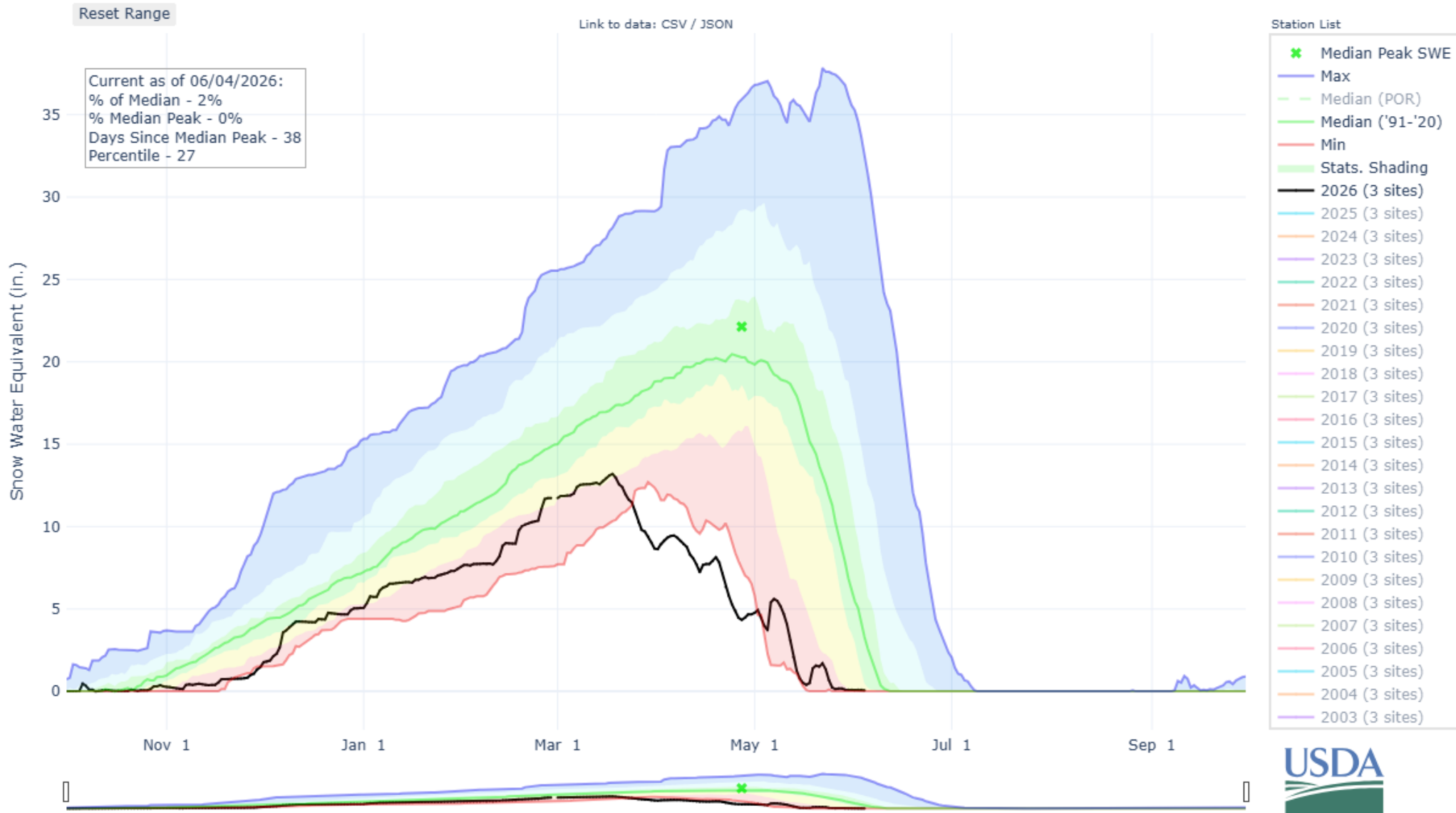
Pacific Islands and Virgin Islands Author(s):

[Lindsay Johnson](#), National Drought Mitigation Center

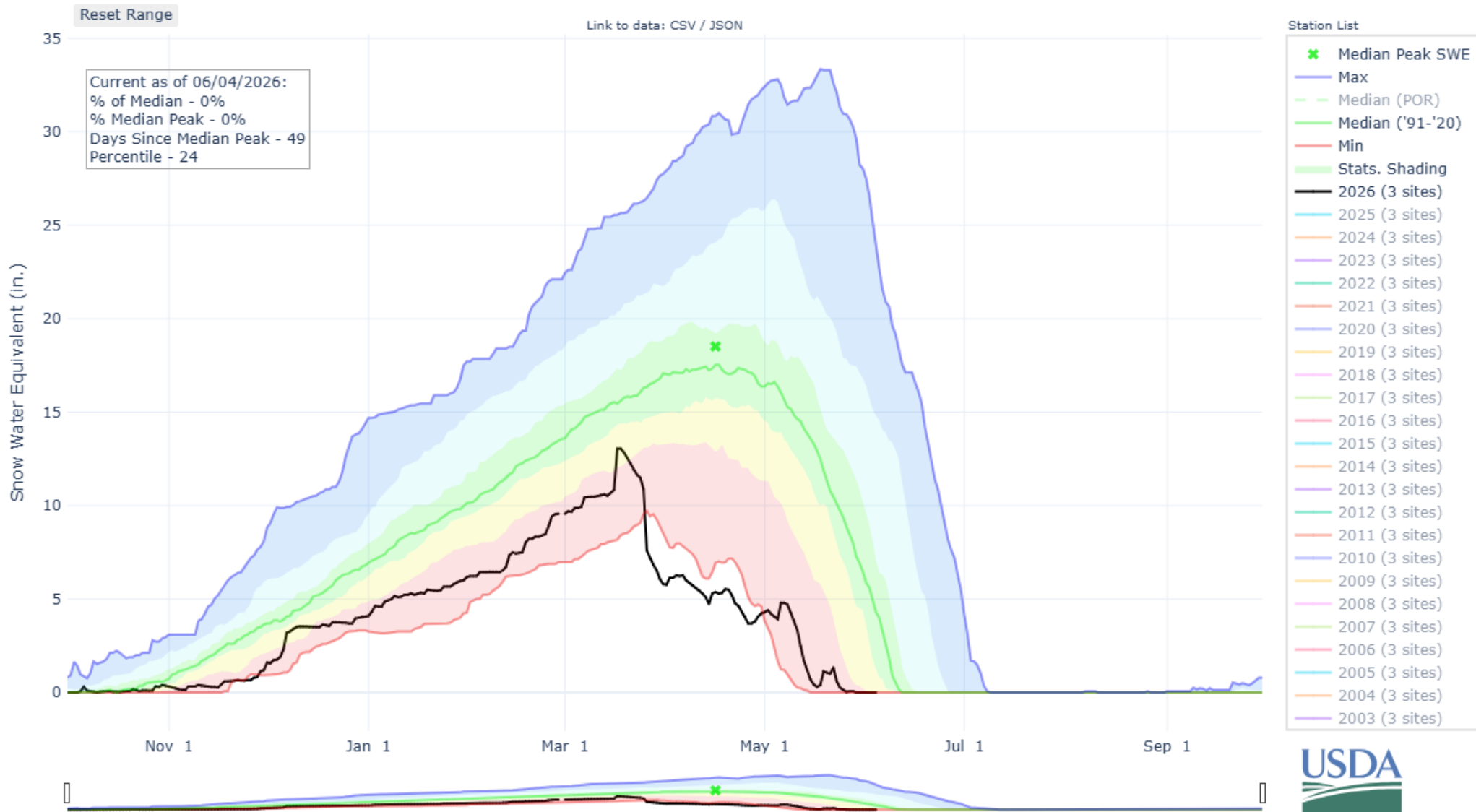
Poudre Snowpack



Big Thompson Snowpack

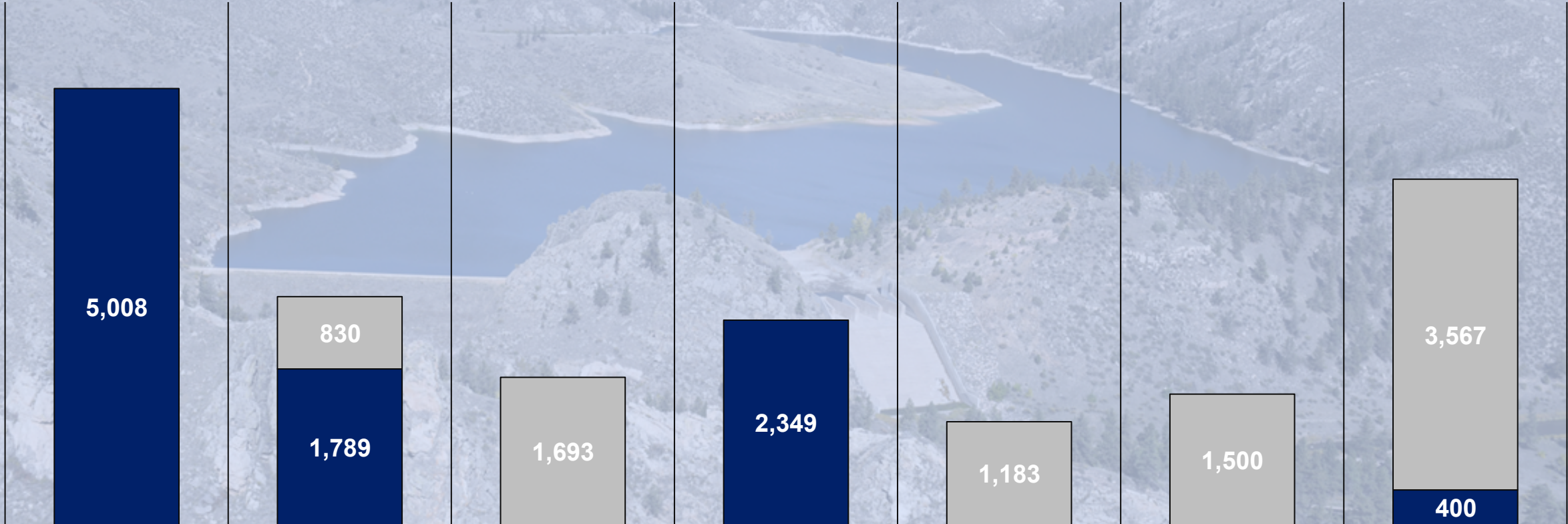


Colorado Headwaters Snowpack



System Storage Volumes

Seaman	Comanche	Hourglass	Barnes	Peterson	Twin	Poudre Ponds
100%	68%	0	100%	0	0	10%



■ Fill (AF) □ Remaining Capacity (AF)

Ditch Issues Across Colorado

- Low snowpack reduces yield
- Low water use crops planted across Colorado
- Less water moving down the ditch means more loss to seepage
- Other municipalities are asking Greeley for water to supplement low ditch yields



Greeley Loveland Irrigation Company (GLIC)

Concerns

- Increased shrink due to low Agricultural water use
- Reaching Deadpool in Lake Loveland and Boyd

Greeley's Actions

- Provide CBT rentals to GLIC farmers to reduce shrink and increase lake levels
- Start to move CBT into GLIC on a biweekly basis starting mid July
 - Encourage other municipalities to do the same

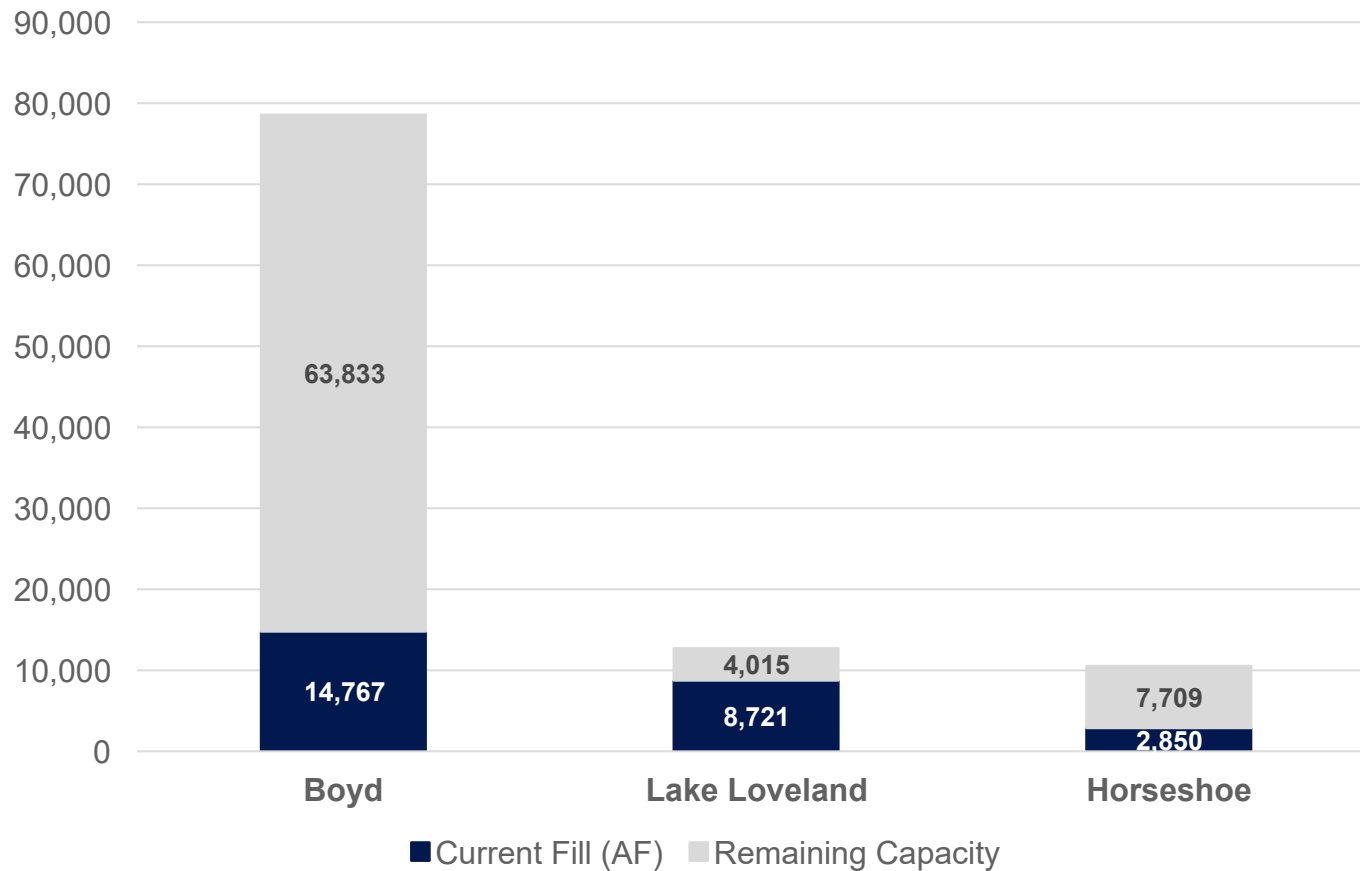
Seniority

1. Lonetree
2. Donath
3. Mariano
4. Lake Loveland
5. Boyd Lake



System Storage Volumes - GLIC

Boyd	Lake Loveland	Horseshoe
19%	68%	27%
Total in the system: 26,338 AF - 26% full		



Rental Program Update



- Agricultural rentals of C-BT and ditch shares were 10% more than assessments and were all rented
- Non-Ag rentals totaled 1,910 AF for \$2,475,000
- Previous market research suggested Greeley could rent wholly consumable for \$800 - \$1,500 and C-BT for \$500 - \$800

Adequate Water Year Continues

	April 2026 Storage (acre-feet)	Demands/Losses (April 2026 - March 2027) (acre-feet)	Yields (April 2026 - March 2027) (acre-feet)	April 2027 Projected Storage (acre-feet)
Source	(1)	(2)	(3)	(4)
NCWCD (C-BT)	15,494	18,446	20,088	17,136
WINDY GAP	15	3,578	4,976	1,413
GLIC SYSTEM	8,086	7,439	3,898	4,545
TUNNEL	1	410	409	1,932
TOTAL	23,596	29,873	29,372	25,026

- Still above our drought restriction target of 21,300 AF

Conclusion and Recommendation



“Adequate Water Year” continue

- Colorado drought will persist
- Continue with the “Adequate Water Year”



Questions?



Water & Sewer Agenda Summary

Date: June 17, 2026

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

Title: Legal Report

Summary: This report has been provided by James Noble of Welborn Sullivan Meck & Tooley, P.C., outside counsel for the Greeley Water & Sewer Board

Based on our review of the April 2026 Water Court Resume in Div. 1, staff and water counsel recommend that the Water and Sewer Board authorize filing a statement of opposition by the end of June 2026 to the following water court application:

- **Case No. 26CW3071:** This case concerns an application by the Ogilvy Augmentation Company to make junior direct flow water rights in the Ogilvy ditch partially absolute, and to make a storage water right in Seeley Lake partially absolute. The junior water rights are used as replacement sources in the Ogilvy augmentation plan, decreed in Case No. 03CW150. We recommend that Greeley file a statement of opposition in this case to ensure that Ogilvy's absolute claim is accurate and verifiable, and to confirm that the water rights have been pursued with reasonable diligence.

Mr. Noble will also provide a brief update on the current status of the following cases:

- Greeley's application in Case No. 26CW3067, which is an application for diligence and to make its exchange partially absolute involving return flows from the Leprino plant.
- Greeley's application in Case No. 25CW3080, which is an application for diligence and to make Greeley's conditional "Tunnel Water Exchanges" partially absolute.

Recommended Action:

Staff and water counsel recommend authorizing filing a statement of opposition in Division 1 Case No. 26CW3071.

Recommended Motion:

"I move that the Board authorize filing a statement of opposition in Case No. 26CW3071, and for staff and legal counsel to seek resolution of issues raised by this case consistent with Water and Sewer Board Resolution No. 3, 2015."

Attachments:

None.



Agenda Summary

June 17, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director

Title:

Director's Report

Summary:

The Director will provide the Greeley Water & Sewer Board with a summary of recent water, wastewater and stormwater utility operational, planning and financial management activities. The purpose of the report is to share relevant and timely information regarding ongoing work that does not rise to the level of a full agenda item.

The June update includes the following:

- Upcoming Colorado or NoCO Water Industry Events
- Announcement of Board & Council Tour Date – Friday Sept. 18th
- Fort Collins Halligan Water Storage 401 Water Quality Certification Update
- Colorado River interim drought response federal actions
- Reminder of Greeley Water Quality Report publication (Consumer Confidence Report)
- Board Questions or Feedback

Recommended Action:

None.

Recommended Motion:

None.

Attachments:

1. Directors Report
2. Board Meeting Charts_2026



Directors Report Water & Sewer Utilities

Water & Sewer Board

June 17, 2026

Presented by:

Sean P. Chambers, Water & Sewer Utilities Director

Agenda

June 17, 2026

Director's Report:

1. Water Industry Education and Advocacy Events
2. Annual Board & Council Tour – Scheduled for Fri. Sept. 18, 2026
3. Update on Ft. Collins Halligan Storage Project – CDPHE 401 Water Quality Certification Publication and ongoing discussions with Greeley on protections
4. Colorado River interim drought response federal actions and negotiations
5. Reminder of Water Quality Report Availability (Consumer Confidence Report)

<https://greeleyco.gov/water-and-sewer/water-system/water-quality/#docaccess-473a64912f8b5452fcf20d0dba780caa3c84cf48fcc940aa726140450d18ef0f>

Board Questions and any feedback

Purpose:

To share relevant and timely information with the W&S Board



Summer/Fall '26 Water Industry Events

Northern Water Annual Conservation Gardens Fair

June 13, 2026 – Northern Water Campus, Berthod Colorado

https://www.northernwater.org/about/education-and-outreach/events?utm_medium=email&utm_source=govdelivery

Interbasin Compact Committee (IBCC) – Quarterly Statewide Policy Meeting

June 17, 2026 More at: <https://cwcb.colorado.gov/events/interbasin-compact-committee-meeting-june-2026>

American Water Works Association – ACE-2026 Training and Innovations Conference

June 21-24, 2026 – Washington, D.C. <https://ace.awwa.org/schedule-at-a-glance/>

- Greeley Water Quality, Lead Program receiving a national award for lead project communications

Northern Water East-West Slope Colorado – Big Thompson and Windy Gap Project Tour

July 29th 2026 (7AM – 6 PM) - Registration is for allotees and governing boards – Please register through staff.

Colorado Water Congress Conf. and Meeting of Water Resources Leg. Review Committee

Aug. 18th – 20th 2026 More at: <https://www.cowatercongress.org/conferences/>

Rocky Mountain Section AWWA Conference

Aug. 30th – Sept 2nd 2026 – More at: <https://www.rmsawwa.org/page/RMWC>

Greeley Water & Sewer Utilities – City Council & Board Tour

Fri. Sept. 18, 2026 (8:30 AM – 4:30 PM)

Northern Water's Fall Water Symposium

Oct. 21, 2026 (9 AM – 3 PM) More at: <https://www.northernwater.org/about/education-and-outreach/events#:~:text=Fall%20Water%20Symposium.key%20issues%20facing%20our%20communities>



Halligan Water Storage Project 401 Certification Update

CDPHE Publication of the 401 Certification Permit in July '26

Greeley staff continue to communicate essential operational and water quality protections for the classified uses on the Poudre, including drinking water and protections against degradation of water quality



Colorado River Negotiations on Interim Guidelines for Shortage

The Post-2026 process is a multi-year NEPA process to determine long-term operations for Lake Powell and Lake Mead after the expiration of existing operating agreements in '26.

BoR / Dept. of Interior Deadlines have all passed

Hydrology is limiting to all users, and a new interim agreement that is guided by the River's limited hydrology is important.

- UCRC position focus on supply-based management
- Lower Basin shortages can not be solved by upper basin

Federal preferred alternative will have a reoccurring check in for modifications to adaptively manage shortage on a much tighter time scale



2026



Drinking Water QUALITY REPORT

Covering Data for Calendar Year 2025

Consumer Confidence Water Quality Report

The CCR communicates information on the City's water system, reports sampling data from the prior year, and provides customers with insights into the work of maintaining safe, clean and reliable water.

- Greeley's CCR was produced in English and Spanish with options for additional translations.
- CCR is available at: <https://greeleyco.gov/water-and-sewer/water-system/water-quality/#docaccess-473a64912f8b5452fcf20d0dba780caa3c84cf48fcc940aa726140450d18ef0f>

Questions or Feedback?

Thank you

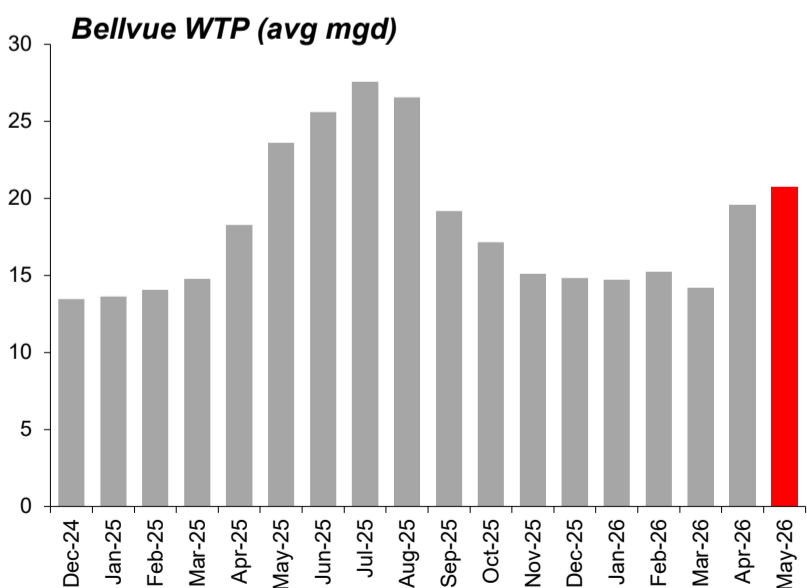
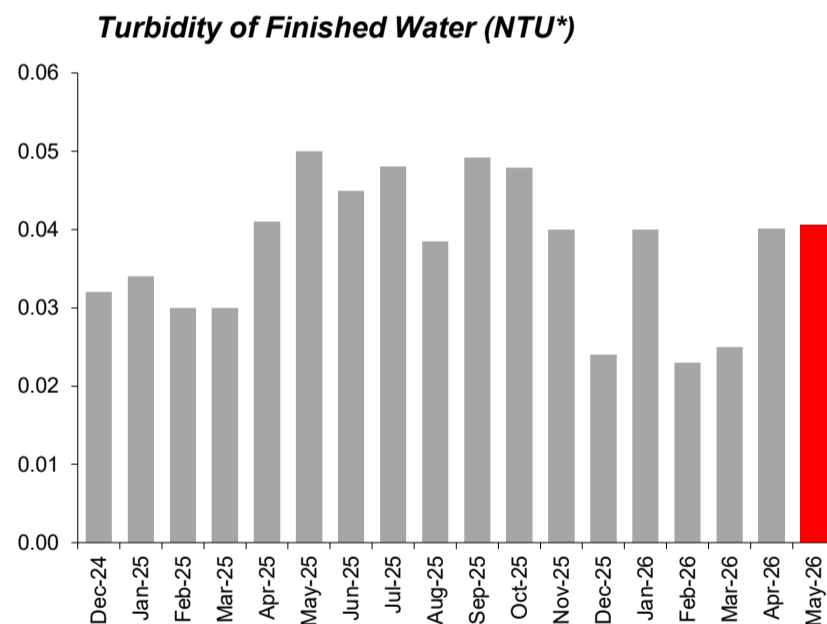
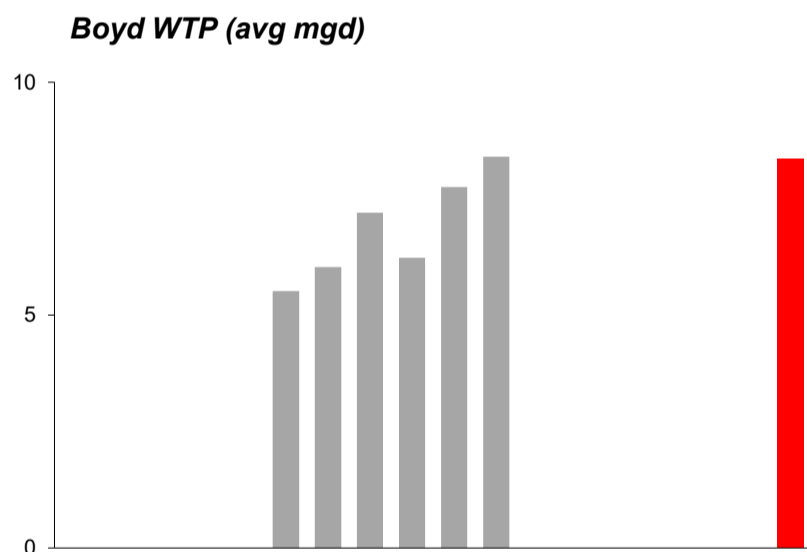
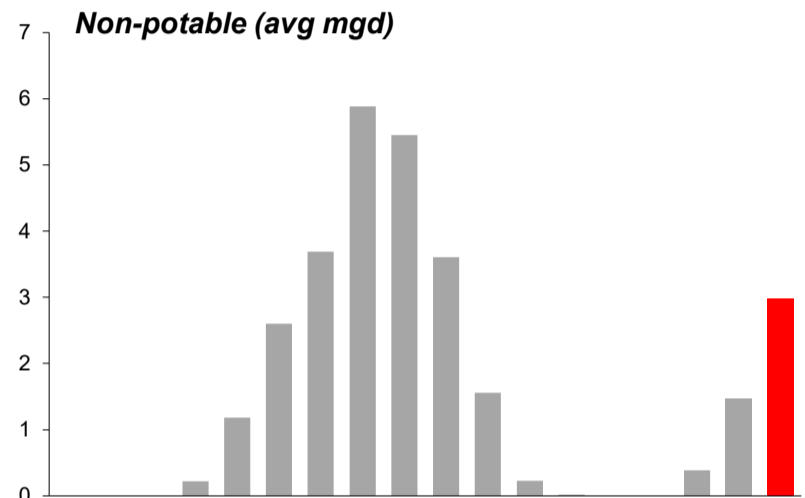
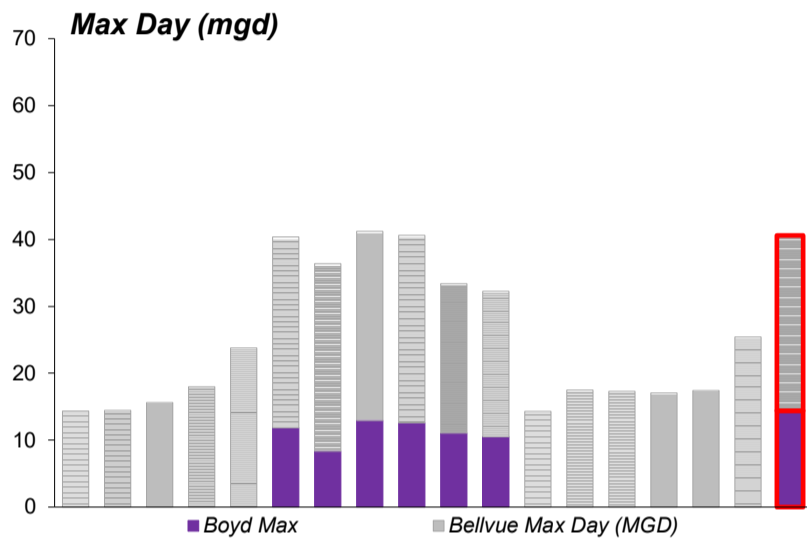


Water Treatment

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

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

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



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

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

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

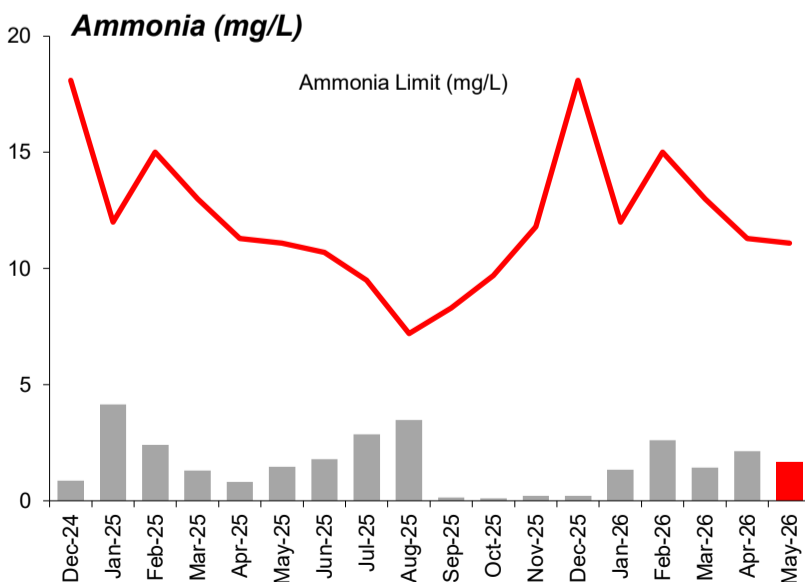
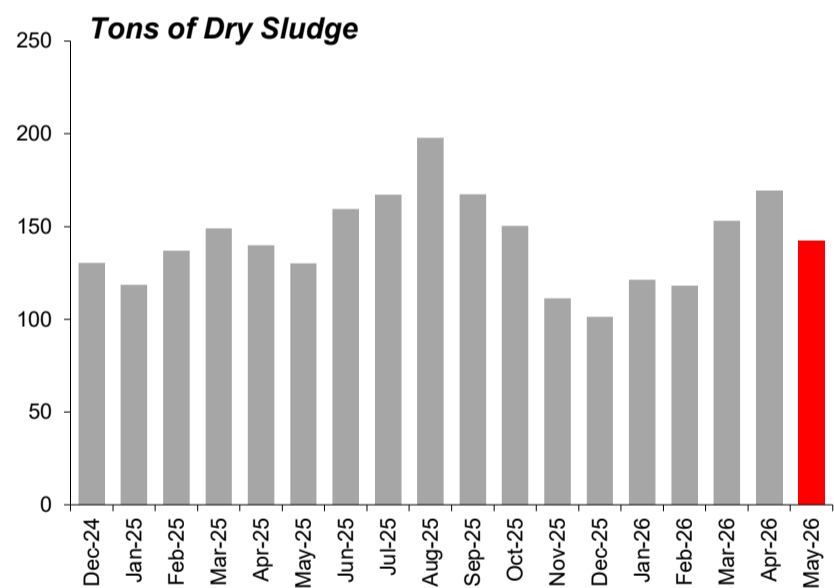
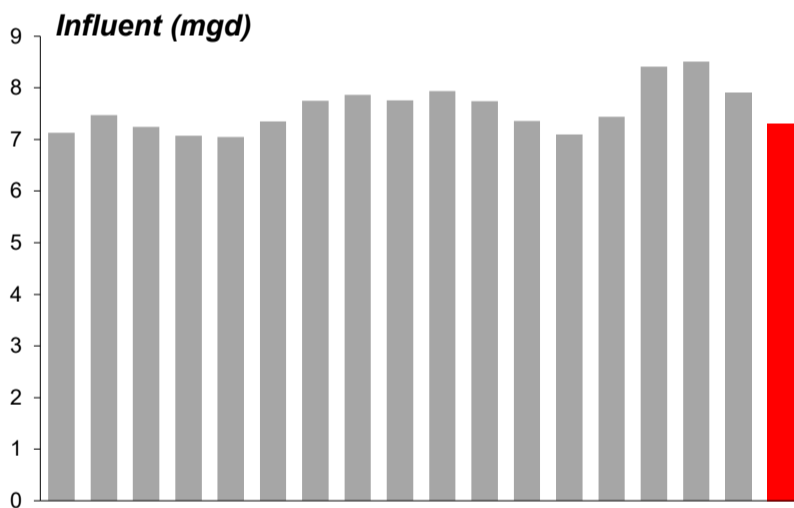
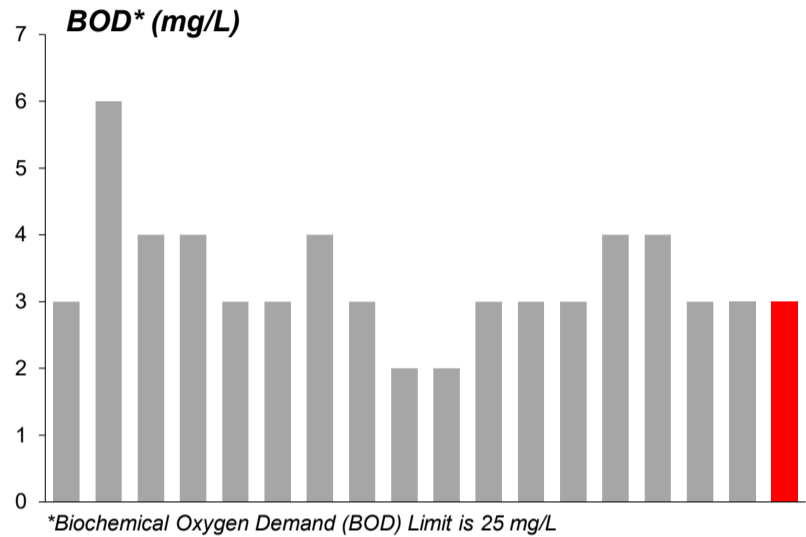
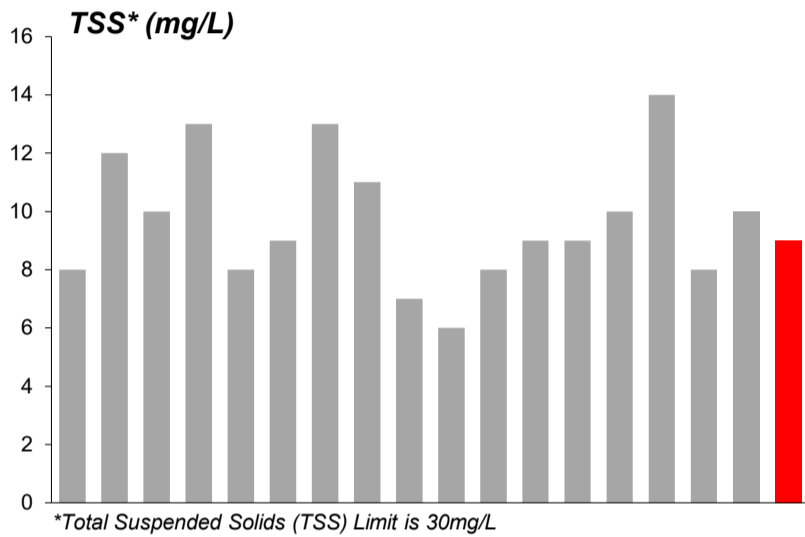


Wastewater Treatment

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

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

Note: the red column indicates the current month.



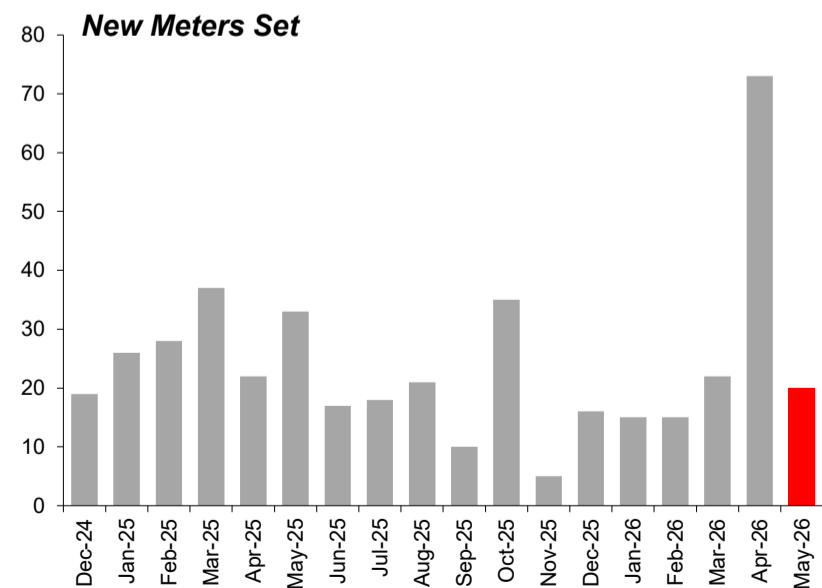
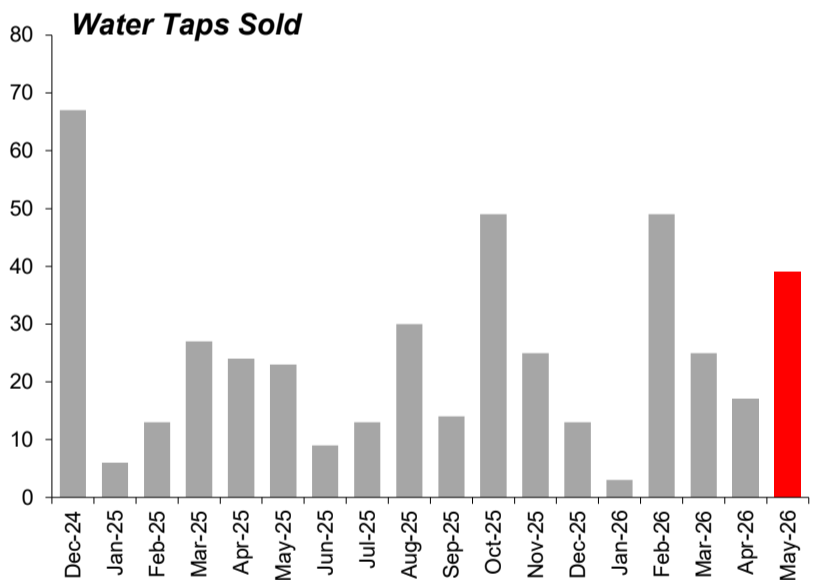
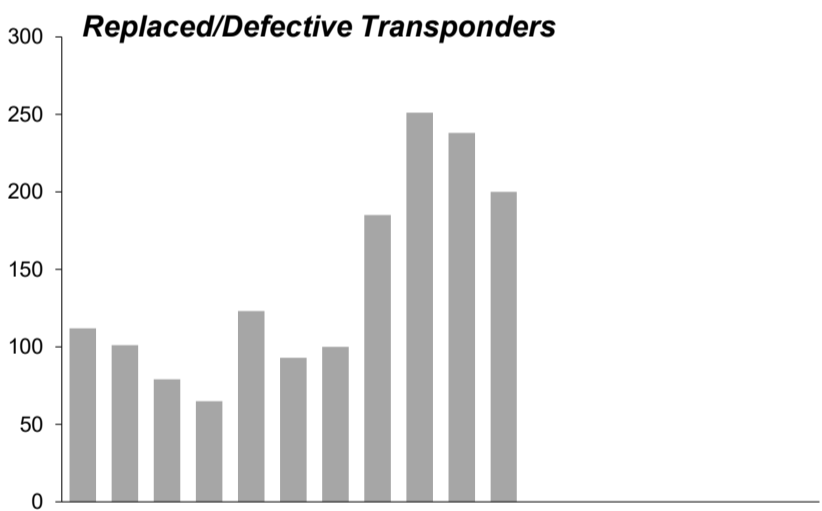
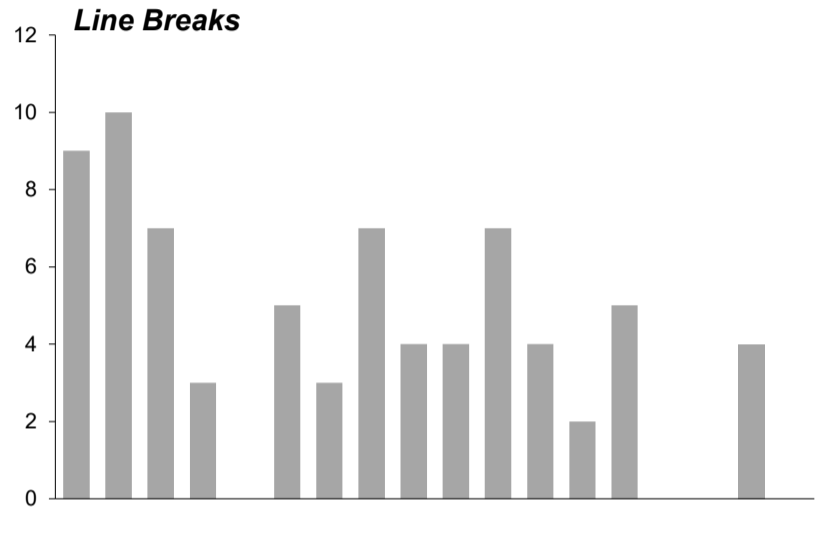
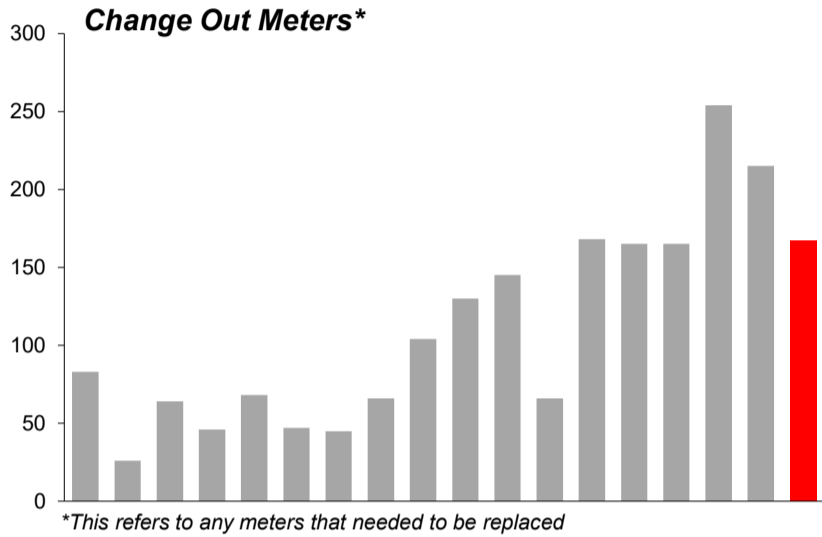
Water Distribution

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

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

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

Note: the red column indicates the current month.



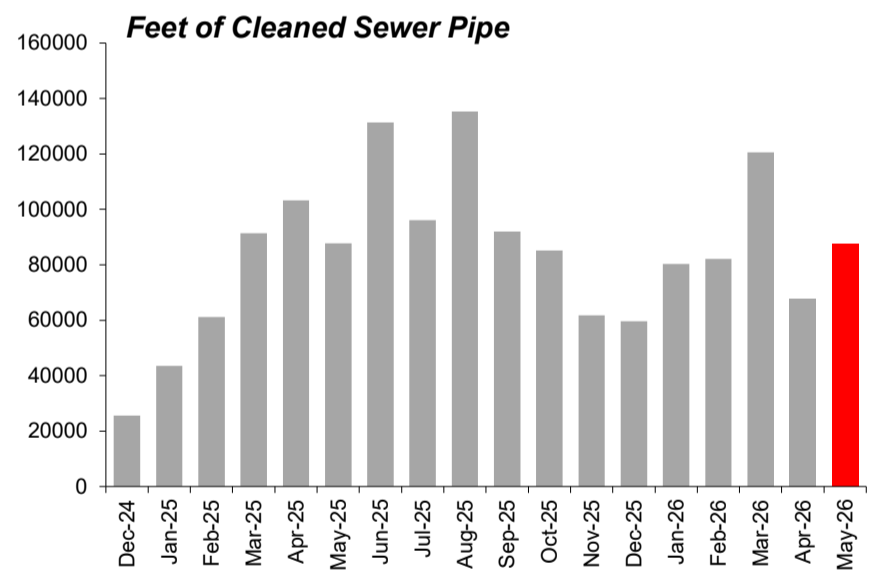
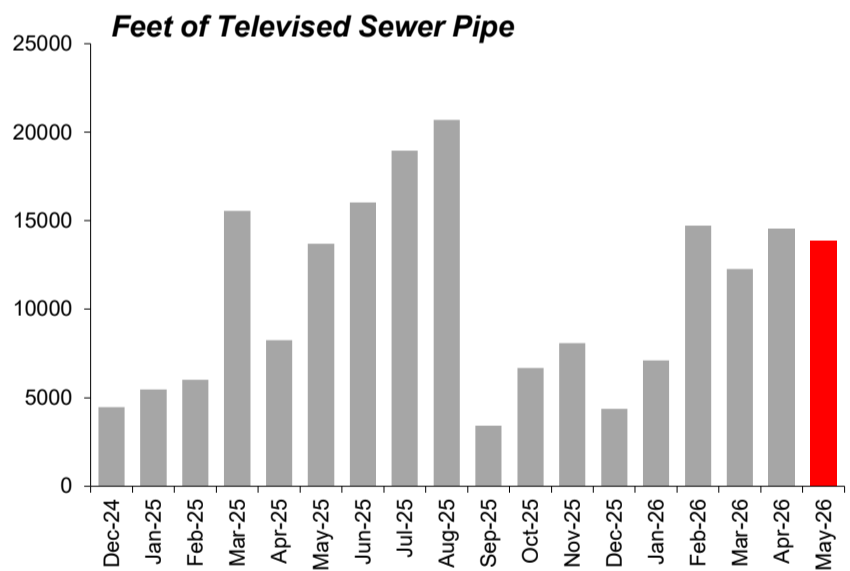
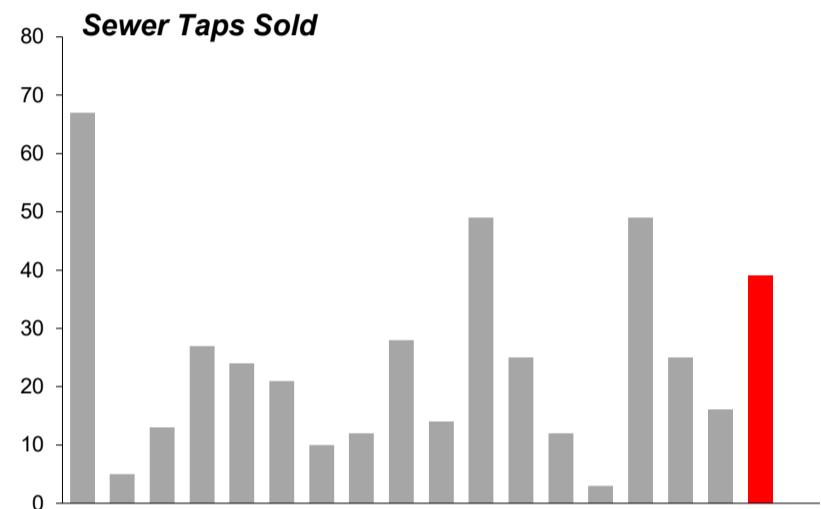
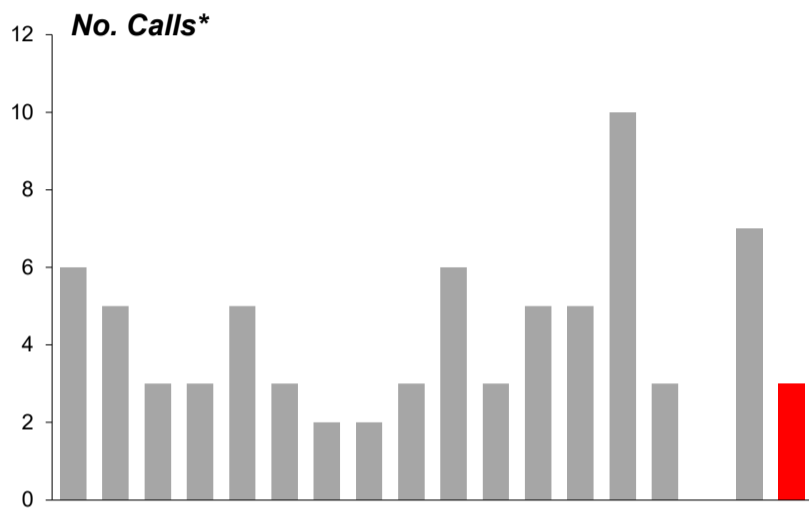
Wastewater Collection

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

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

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

Note: the red column indicates the current month.

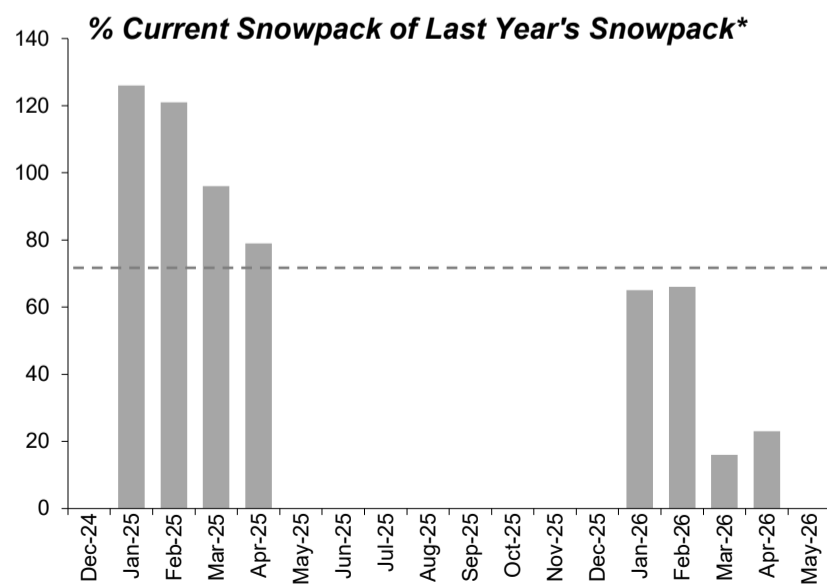
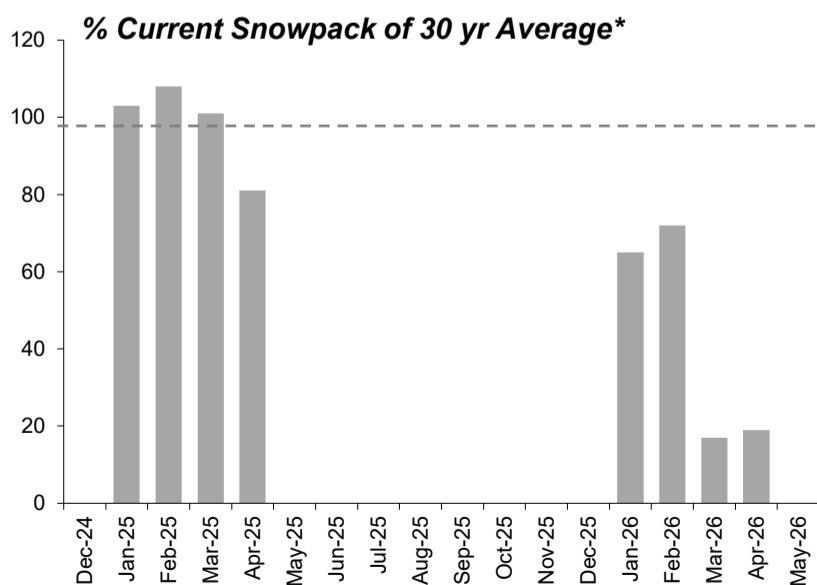
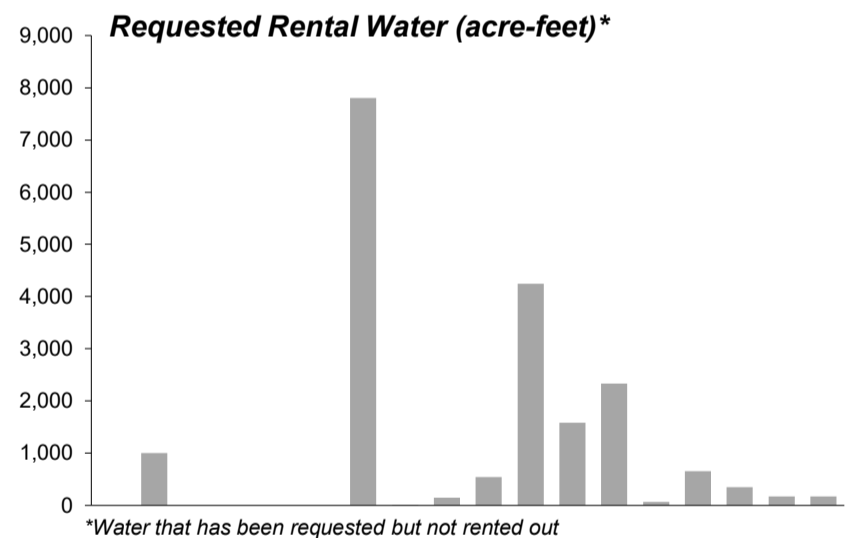
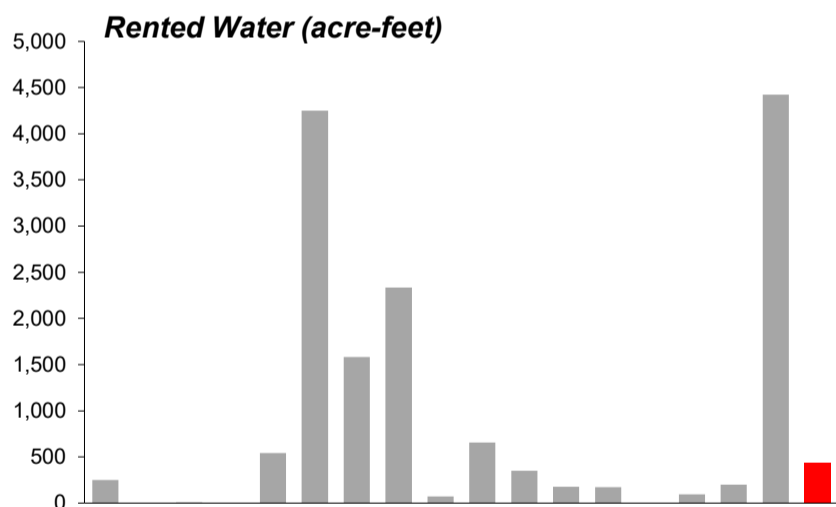
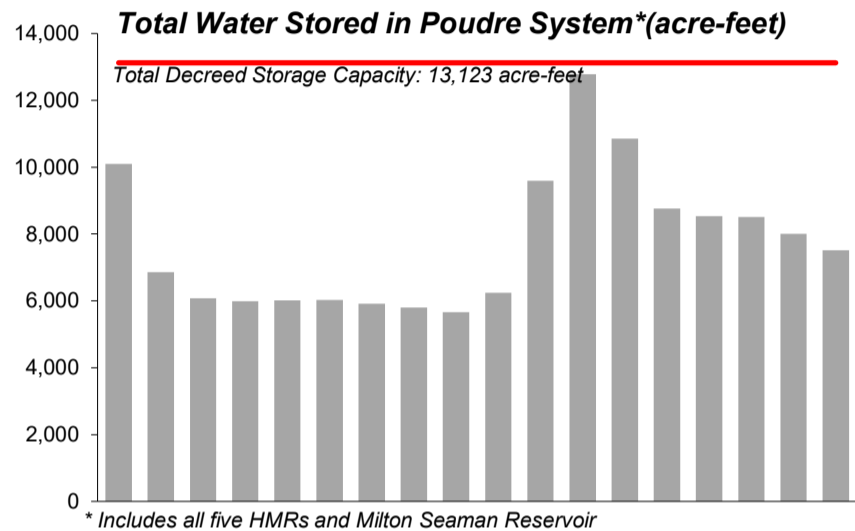
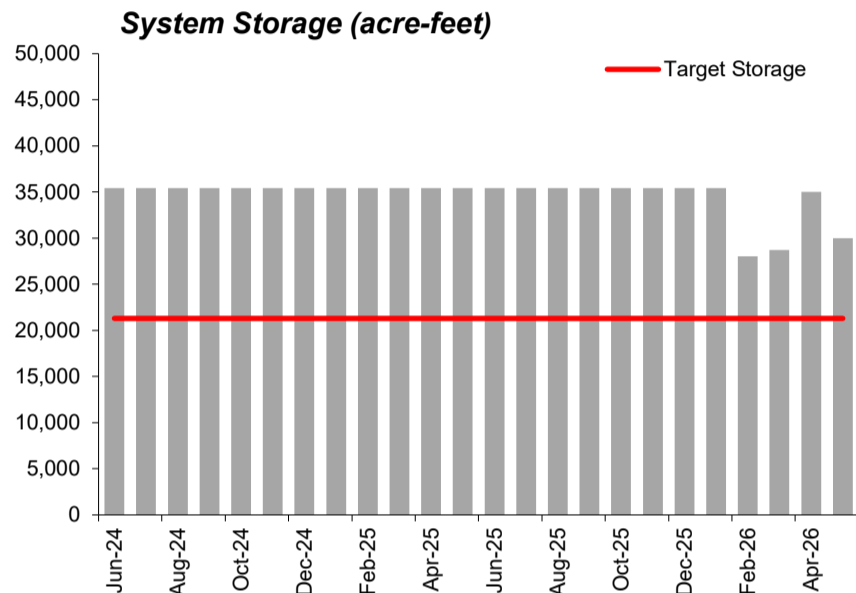


Water Resources

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

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

Note: the red column indicates the current month.



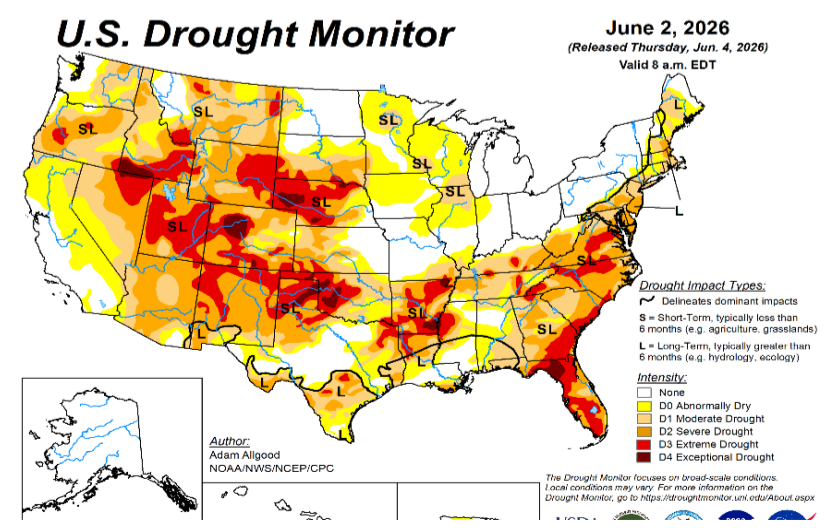
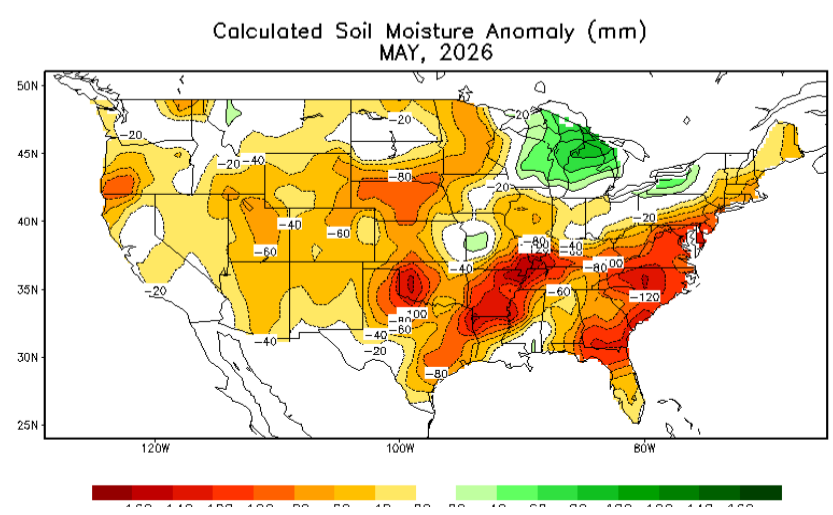
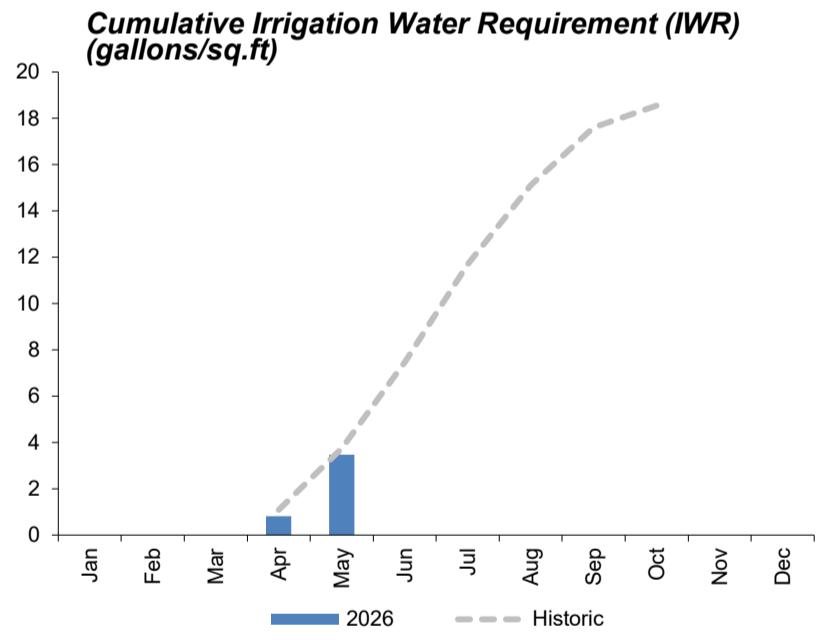
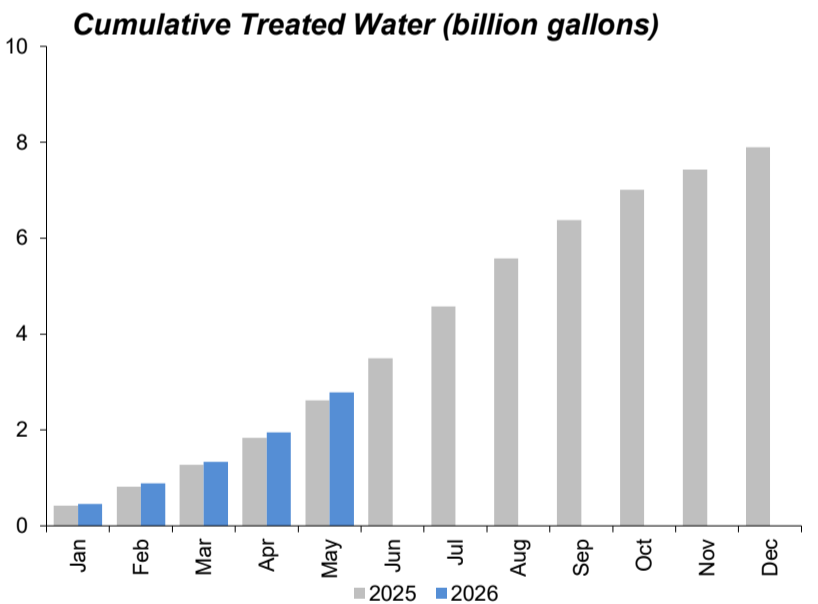
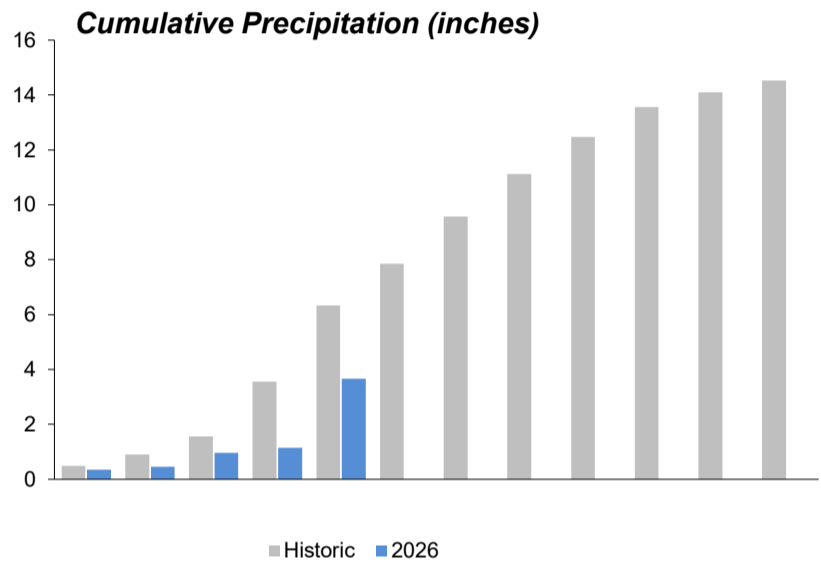
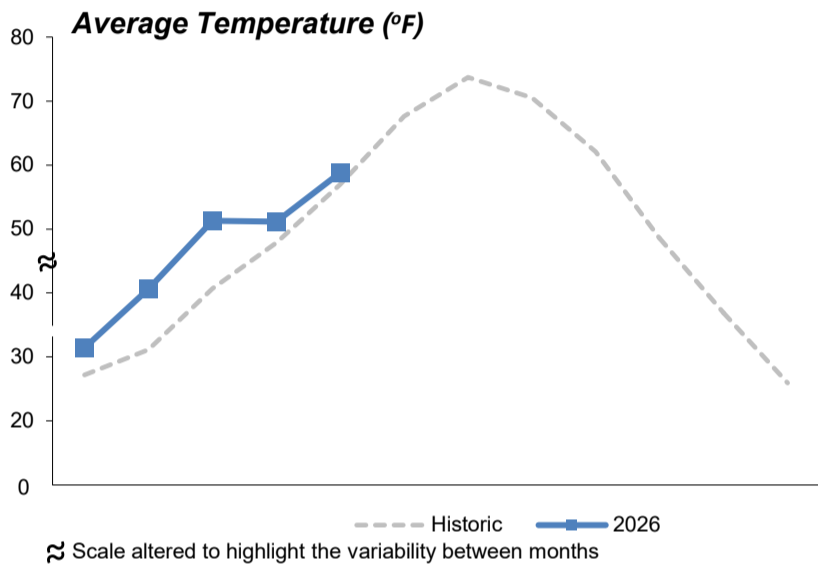
*Data is from the 1st of the month
 **Average of Deadman Hill and Joe Wright

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

Treated Water and Weather Data

January was warmer than usual with an average daily temperature of 31.4°F. The average daily temperature in February was nearly 10 °F above average at 40.6 °F. Record high temperatures were set in March with an average daily temperature of 51.3 °F, which is over 10 °F above the historical average. Temperatures in April continued to average about 51 °F, a few degrees above the average of 48 °F. May continued the warm trend at 58.8 °F, about two degrees above average.

Greeley received just 0.35 inches of precipitation in January. February precipitation was only 0.11 inches, about 25% of average. March precipitation was low but better than February at 0.5 inches, which is about 76% of average. Precipitation in April was just 0.18 inches, which is 10% of the historic average. May precipitation was just below average at 2.5 inches.





Agenda Summary

June 17, 2026

Key Staff Contact: Sean Chambers, Water & Sewer Director, Daniel Biwer, Senior Environmental & Water Resource Attorney

Title:

Windsor Settlement

Summary:

The City of Greeley and Town of Windsor entered into an Intergovernmental Agreement (IGA) in 2008 that established agreed upon terms and conditions for land use, site and building standards, city and town growth boundaries, and utility services areas along the US Hwy 34 corridor between Weld Co Rd. 13 and State Hwy 257. This area is defined within the agreement more specifically and is known as the Cooperative Planning, Land Use and Utility Area (CLUA). In reaching this IGA Agreement, Greeley conceded to Windsor the ability to annex urban growth area properties north of US Hwy 34 and east of CR 17 that had been planned for Greeley's future growth in connection with Greeley-Loveland Irrigation Shareholder Agreements. Among the items Greeley negotiated for in exchange was a commitment from Windsor to serve sewer to Greeley's growth area properties within Greeley and within the CLUA, which commitment required Greeley to pay for sewer system capacity. Greeley attempted to purchase sewer capacity from Windsor in late 2024 to support impending development in West Greeley and Windsor refused this purchase. After negotiations failed, Greeley filed an April 2025 lawsuit in Weld County District Court.

The District Court trial was postponed to December 2026. The City recently spent two half-days with a mediator and Town of Windsor representatives in an attempt to develop a settlement of utility issues and other land use conflicts related to potential annexation of properties outside the CLUA but between Greeley and Windsor.

The City's need for sewer capacity in the CLUA and west areas of the city has long been documented in master plans by both communities. The need has not changed, and as the parties prepare for trial, settlement discussions will continue.

City staff and the City Attorney's Office will provide the Board with an overview of the issues discussed in mediation, seek direction concerning future settlement negotiations, and provide the Board with legal advice regarding Case No. 25CV30355 and associated matters.

Recommended Action:

None.

Recommended Motion:

None.

Attachments:

None