

WATER & SEWER BOARD AGENDA

**Wednesday, March 16, 2022 at 2:00 p.m.
Greeley City Council Chambers at
City Center South, 1001 11th Ave, Greeley, CO 80631**

1. Roll Call:

_____ Chairman Harold Evans	_____ Vice Chairman Mick Todd
_____ Mr. Fred Otis	_____ Mr. Joe Murphy
_____ Mr. Tony Miller	_____ Mr. Manuel Sisneros
_____ Ms. Cheri Witt-Brown	_____ Mayor John Gates
_____ Mr. Raymond Lee	_____ Mr. John Karner
2. Approval of Minutes
3. Approval of and/or Additions to Agenda
4. Welcome New Employees and Promotions
5. Approve Lowell Property Farm Lease
6. Approve Ditch Operations Agreement with the Greeley Irrigation Company
7. Legal Report
8. Executive Session
 - Bi-Annual Water Market Update
 - Negotiation of Water Trade with the Platte River Power Authority
9. Director's Report
10. Such Other Business That May Be Brought Before the Board and Added to This Agenda by Motion of the Board.



If, to effectively and fully participate in this meeting, you require an auxiliary aid or other assistance related to a disability, please contact Ettie Arnold at 970-350-9818.

**City of Greeley
Water and Sewer Board
Minutes of February 16, 2022
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:02 p.m. on Wednesday, February 16, 2022.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Joe Murphy, Cheri Witt-Brown, Tony Miller, Manuel Sisneros, Interim Chief of Staff/Community Engagement Director Kelli Johnson attending on behalf of the City Manager, and Finance Director John Karner

Water and Sewer Department staff:

Director Sean Chambers, Deputy Director Adam Jokerst, Utility Finance Manager Erik Dial, Deputy Director Operations Nina Cudahy, Chief Engineer Adam Prior, Water Resources Manager Jen Petrzelka, Water Resources Administrator II Alex Tennant, Water Resources Administrator III Leah Hubbard, Water Inventory Coordinator Tia Miller, Community Specialist Sharon Dunn, Senior Administrative Assistant Crystal Sanchez and Office Manager Ettie Arnold

Legal Counsel:

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

Guests:

Emeritus Board Member Robert Ruyle

2. Approval of Minutes

Mr. Murphy made a motion, seconded by Mr. Miller, to approve the January 19, 2022 Water and Sewer Board meeting minutes. The motion carried 7-0.

3. Approval of and/or Additions to Agenda

Executive Session was moved up to Agenda Item 6.

Consent Agenda

4. Renewal of Grazing Lease Agreement (Dustin Glover)

Recommended action: Approve the enclosed lease agreement and delegate authority to staff to renew the lease in the future, provided the material terms remain unchanged.

End of Consent Agenda

Mr. Otis requested that Agenda Item 4 be pulled from the Consent Agenda.

4. Renewal of Grazing Lease Agreement (Dustin Glover)

The property's ownership and lease terms were discussed, and thereafter Mr. Otis made a motion, seconded by Mr. Miller, to approve the enclosed lease agreement with Dustin Glover for 2022. The motion carried 6-1.

5. Welcome New Employees and Promotions

Mr. Chambers provided an introduction of new Water and Sewer Department employees starting this month and noted the departure of Office Manager, Ms. Arnold.

6. Executive Session

Carolyn Burr recused herself from participating in the Executive Session due to a possible conflict of interest.

The Chair moved to go into executive session. In the motion for an executive session, the Chair announced the following matter(s) to be discussed during the executive session in conformance with 24-6-402(4), C.R.S. and the Greeley Municipal Code:

For the purpose of providing the Board legal advice and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators in Case 18CW3042.

The motion carried 7-0.

Present during the executive session were:

Chairman Harold Evans, Vice Chairman Mick Todd, Manual Sisneros, Joe Murphy, Tony Miller, Cheri Witt-Brown, Fred Otis, Director Sean Chambers, Deputy Director Water Resources Adam Jokerst, Water Resources Manager Jen Petrzelka, Water Resources Admin. II Leah Hubbard, Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney Dan Biwer, Attorney Jennifer DiLalla, and Office Manager Ettie Arnold

Kelli Johnson left the meeting and Raymond Lee joined the meeting at 3:10 p.m.

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

Executive Session ended at 3:17 p.m.

Erik Dial, Adam Prior, Nina Cudahy, Tia Miller, and Carolyn Burr rejoined the meeting at 3:20 p.m. Jen Petrzelka left the meeting at 3:20 p.m.

Tia Miller left the meeting at 3:40 p.m.

Leah Hubbard left the meeting at 3:49 p.m.

7. 4th Quarter Revenue Update

The 2021 year-end water and sewer revenue report was summarized by Erik Dial. Water rate revenues ended up meeting budgeted numbers, due to residential revenue being higher than expected. Conversely, sewer rate revenues were 10% shy of budgeted targets due to the closure of a large industrial wastewater user contributing to the shortfall. Plant investment fees recovered from the decrease in development amidst the COVID-19 pandemic. Both water and sewer plant investment fee revenues were above budget.

8. Bi-Annual CIP Report

Adam Prior presented an update on CIP projects.

9. Legal Report

Carolyn Burr of Welborn, Sullivan, Meck & Tooley recommended the Board file statements of opposition in the following cases:

- a. Case Number: **21CW3216**: State Decennial 2020 Abandonment List. Greeley's Island Grove Well No. 4503, originally decreed in Case No. W-2642, is on the list. Greeley had previously committed to filing an augmentation plan by June 1, 2020 in a stipulation in Case No. 12CW148. Greeley failed to do so, but is planning to submit an augmentation plan that includes this well in the near future.

- b. Case Number: **21CW3225**: Application by St. Michael's Reservoir LLC c/o Art Gutterson for a water storage right of 142.4 AF on Ashcroft Draw. A water right was decreed for this reservoir in 00CW52, a case in which Greeley participated as an opposer. Applicant failed to file an application for diligence and the conditional storage right was deemed abandoned. This is a new application for the same reservoir.
- c. Case Number: **21CW3229**: Application by East Larimer County Water District for change of 9.5 shares of Water Supply and Storage Co. (WSSC), alternate points of diversion, alternate places of storage and exchanges. It was recommended that Greeley file a statement of opposition to protect Greeley's water rights, including its own WSSC shares, from injury. This application also involves infrastructure, such as Overland Ponds, Monroe Gravity Canal and Chambers Lakes, that are owned and/or used by Greeley. The proposed exchange of 100 c.f.s. is in reaches important to Greeley's water rights and water system.

Mr. Murphy moved that the Board authorize staff and legal counsel to file statements of opposition in the three cases discussed and to seek resolution of the issues raised consistent with Water and Sewer Board Resolution No. 3, 2015. Mr. Miller seconded the motion. The motion passed 7-0.

10. Director's Report

Sean Chambers provided an update to the Board on the following topics:

- . Rescheduled Windy Gap Firming Project Construction Site Tour
- . '22 Water Enterprise and Sewer Enterprise Revenue Bonds
- Colorado River Systemic Drought
- Water Meter Replacement Project

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

There were no additional items brought before the Board and added to the agenda.

Chairman Evans adjourned the meeting at 4:06 p.m.

Harold Evans, Chairman

Raymond Lee, Board Secretary

WATER & SEWER BOARD AGENDA MARCH 16, 2022

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 4

TITLE: WELCOME NEW WATER AND SEWER
EMPLOYEES AND RECOGNIZE
DEPARTMENT PROMOTIONS

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

- Virgil Pierce – Rates & Budget Analyst
- Kent Arnold – Bellvue WTP Lead Operator
- Erin Maestas - Administrative Specialist II
- Jacob Falk – Dist/Trans Equipment Operator II leaving in March
- Rita Jokerst – Water Conservation Specialist I
- Ben Howe – Meter Shop, Meter Service Tech retiring after 36 years of service end of March

WATER & SEWER BOARD AGENDA MARCH 16, 2022

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 5

TITLE: LOWELL PROPERTY GRAZING AND FARM
LEASE (KURT ADAMS)

RECOMMENDATION: APPROVE THE ENCLOSED LOWELL
PROPERTY GRAZING AND FARM LEASE
WITH KURT ADAMS

ADDITIONAL INFORMATION:

In November 2021, the City acquired approximately 135 acres of land located north of Greeley along F Street between 35th and 59th Avenues (Lowell Property), along with 13.4 shares of the Greeley Irrigation Company (GIC) and a two-year obligation after closing to purchase one additional share of GIC. For the past 20 years, the Adams family has been leasing the GIC water and approximately 86 acres of the Lowell Property for grazing and farming. The Adams family has requested to continue leasing this portion of the Lowell Property as well as the 13.4 shares of GIC from Greeley for one more year. The subject Grazing and Farm Lease would allow the Adams family one additional year of farming the property, and would terminate on December 31, 2022. The lease amount is \$9,000.00 and would be paid in two installments of \$4,500.00. The lease amount matches the rate paid by the Adams family to the former owner of the Lowell Property.

City staff are evaluating future uses of the Lowell Property, which could include a new Water and Sewer or multi-department shop facility, City-owned natural areas, and trail corridors. Portions of the property may be divested, with the proceeds appropriated for additional water purchases. The subject Grazing and Farm Lease maintains status quo while the city's evaluation proceeds. Staff are satisfied with the Adams family past farming operation, evidenced by their maintenance of the property, and believe a continuation of the lease with a one-year term is in the interest of the Water and Sewer Department. Water and Sewer staff recommends that the Water and Sewer Board approve the enclosed Grazing and Farm Lease Agreement between the City of Greeley and Kurt Adams.

Lowell Property: Grazing and Farm Lease Agreement

March 16th, 2022

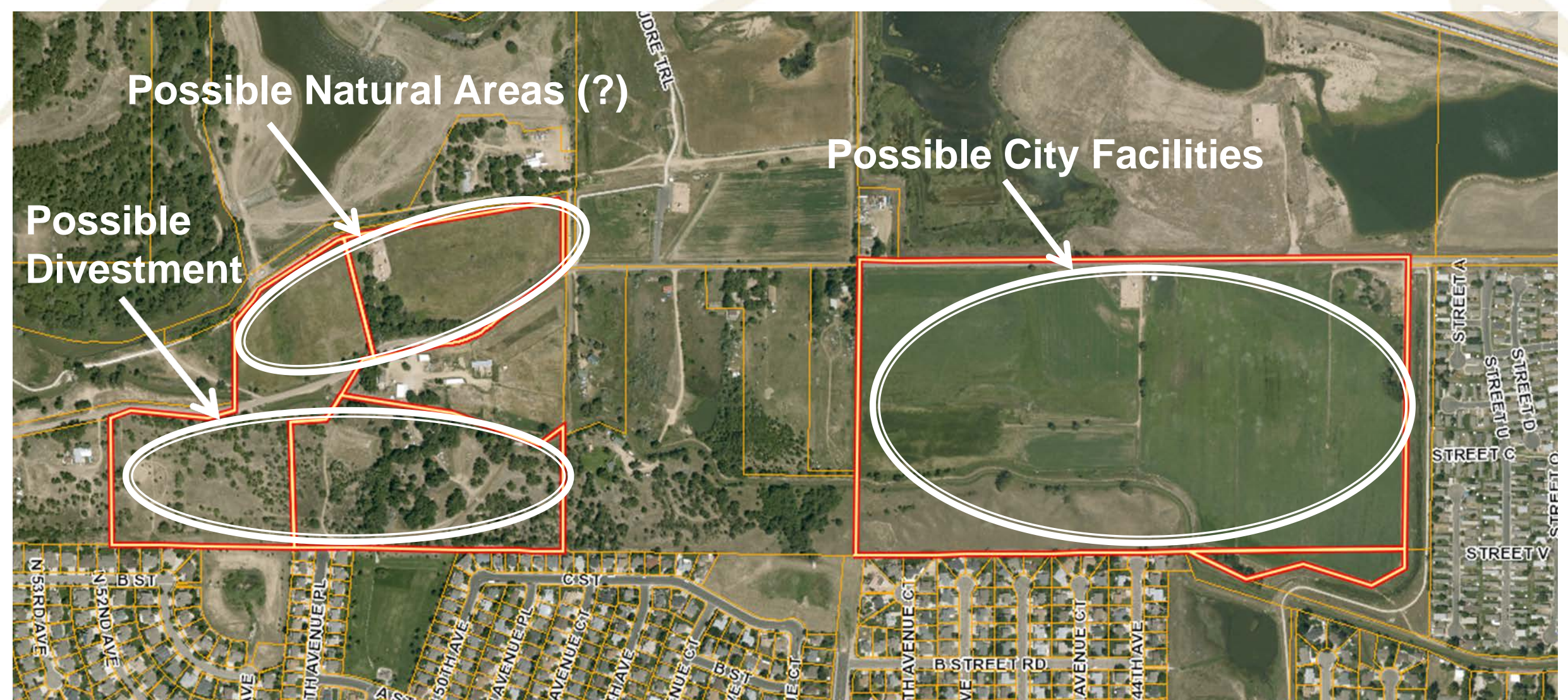


Lowell Property

- Water & Sewer acquired the Lowell Property in November of 2021 for 13.4 shares of Greeley Irrigation Company included in the sale
- Five parcels, approximately 135 acres
- Location: north of Greeley along F Street between 35th and 59th Avenues
- City staff are currently evaluating potential municipal uses of the Lowell Property



Lowell Property



- Trail, road, and utility easements are also under evaluation

Grazing and Farm Lease Agreement

- **Lessee:** Adams family has been leasing a portion of the Lowell property for the past 20+ years
- **Property:** Approximately 86 acres of land of which 55 is an irrigated hay field
 - Consists of all the land North of F Street and about 3/4 of the 81 acre parcel being considered for the new City Facilities
 - Lessee plans on mostly grazing the 86 acres but will harvest the hay as needed
- **Term:** One year agreement ending December 31, 2022
- **Water:** 13.4 Shares of the Greeley Irrigation Company
- **Amount:** \$9,000 paid in two installments of \$4,500 each



Grazing and Farm Lease Agreement



Grazing and Farm Lease Agreement

- Proposed lease maintains status quo while evaluation of possible municipal uses of Lowell Property proceeds
- Single-year lease
- Adams' family has maintained the property well



In-City Leases



- Per W&S Board direction at February 2022 Board meeting, staff has started a comprehensive review of the department's approach to leases
- The review will include:
 - Inventory of all W&S and Natural Areas properties
 - Policies and Procedures
 - Price
- Staff to report back in 2nd Quarter 2022

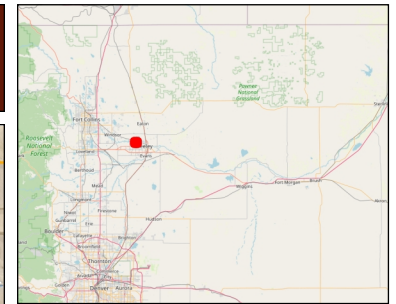
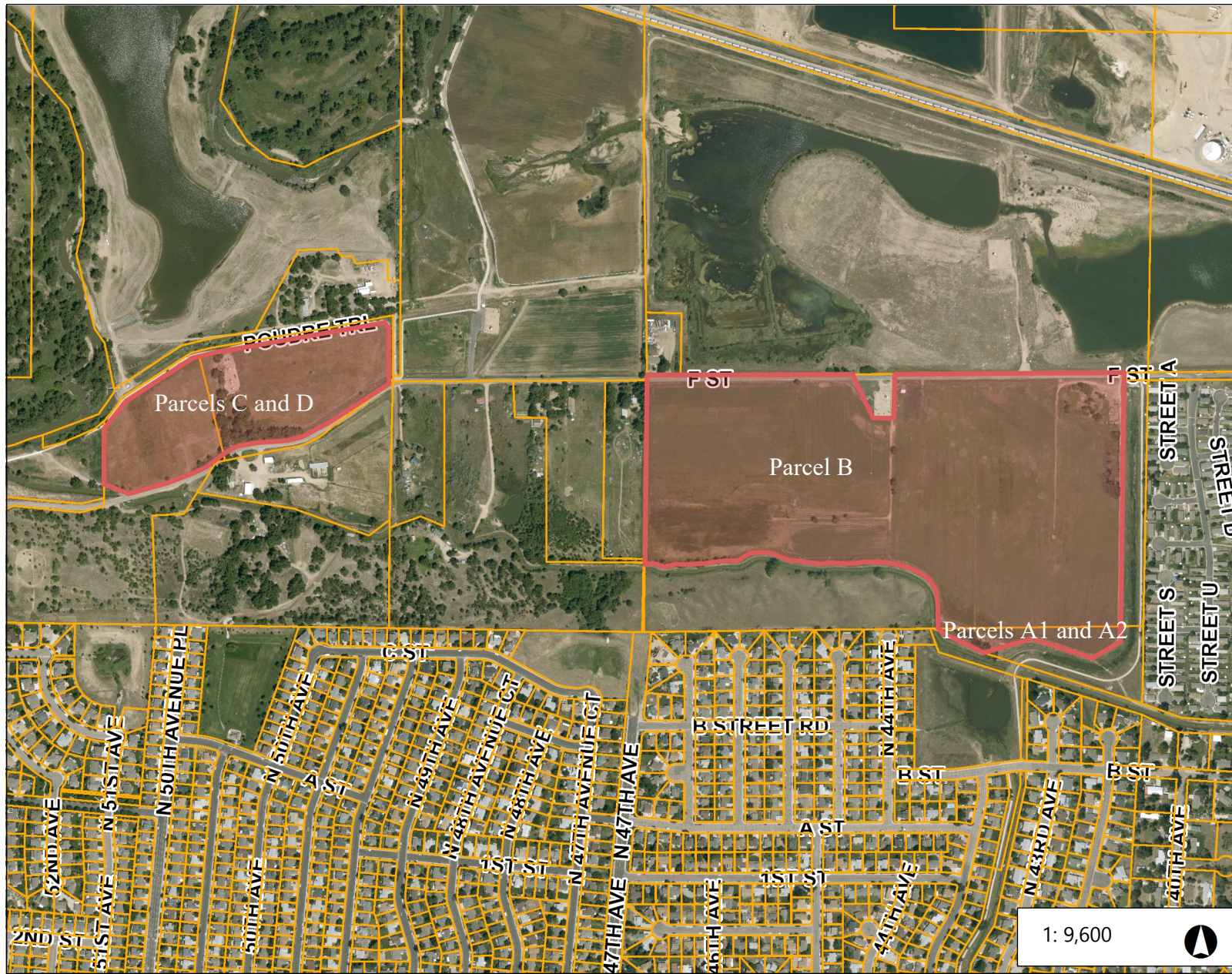
Recommendation

W&S staff recommends approving the Grazing and Farm
Lease Agreement with Kurt Adams



Questions?





Legend

- Parcels
- Highway
- County Boundary

Notes

1,600.0 0 800.0 1,600.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

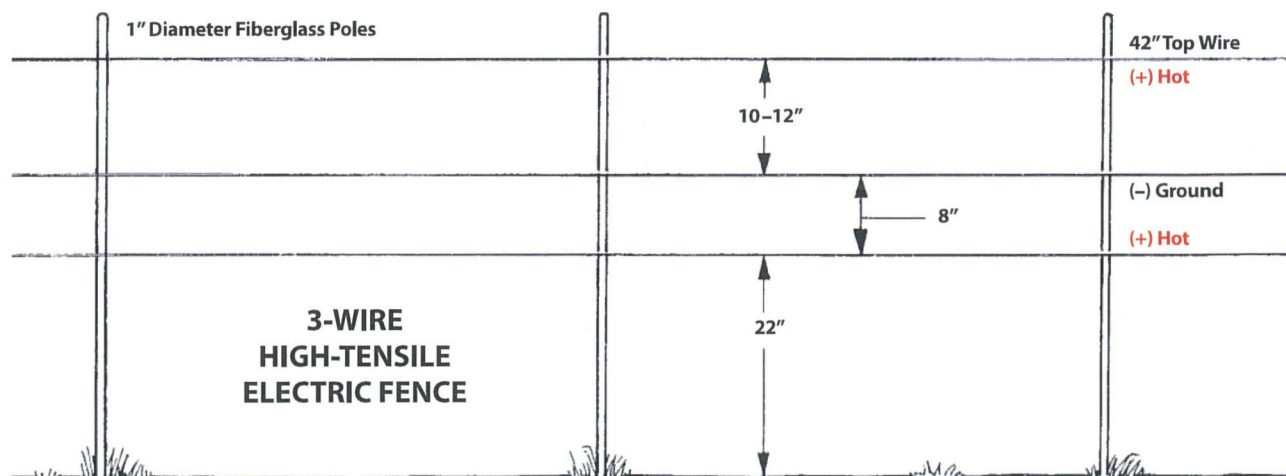
EXHIBIT B

3-Wire High-Tensile Electric Fence

Researchers in Wyoming found that a 3-wire high-tensile fence (with a hot—ground—hot configuration) is not only effective for containing cattle and bison, but allows elk, mule deer, and pronghorn to traverse the fence. They found that wild ungulates usually were not deterred by electric fences—perhaps because of the insulating properties of their hair. Although wild ungulates were occasionally shocked when they nosed or bit a wire, or touched hot and grounded wires together, most animals readily negotiated the fences. Further, the researchers determined that 3-wire fences effectively contained bulls separated from cows coming into estrus, and calves from cows in the fall. Also, they found that a 3-wire fence was just as effective for containing bison as a 4-wire fence. A 2-wire fence can be used for areas without weaning calves but, curiously, pronghorn showed a high aversion to 2-wire fences, perhaps because of the novel height and their general reluctance to jump fences rather than crawl under (Karhu and Anderson 2003, 2006).

High-tensile fences require proper construction techniques, including adequate braces, proper tensioning, care not to kink or break wire, and proper attachments and insulators for posts and braces. However, high-tensile fences need minimal maintenance, provide great strength, can be easily electrified and will outlast most other fences.

- Maintaining fence flexibility is key to allowing wildlife to traverse the fence;
- Use fiberglass posts no greater than 1" in diameter;
- Brace fence with wood posts at least 5" in diameter; use braces at all corners, gates, and direction changes greater than 15 degrees. Appropriate insulators are needed with wooden posts;
- Space posts at a minimum of 50' apart if stays are used, and maximum of 50' apart with no stays;
- Fence stays can be problematic, making it harder for wildlife to pass between the wires, sometimes causing the fence to flip and twist when wildlife cross, and increasing the risk of grounding out the fence. If stays are used, the free span should be at least 30' for wildlife to cross effectively;
- Smooth, 12.5-gauge, Class III galvanized wire with a tensile strength of 170,000 PSI and breaking strength of 1,308 lbs. is adequate. To increase visibility, for the top wire use white poly-coated wire with the same specifications;
- Space wires at 22"/30"/40–42" from the ground. The top wire should be no higher than 42" with 10 to 12" between the top and middle wires. A bottom wire at 22" allows both young and adult wild animals to pass under easily. Connect wires to posts with metal clips or fasteners designed for electric fences;
- Top wire is hot; second wire is grounded, bottom wire is hot;
- Tighten wires to 150 lbs. tension. If too tight, the wires are more likely to break. Although high-tensile wire has a high breaking point, it is also more brittle, and easily broken if tightly bent or kinked;
- Place solar energizer according to manufacturer recommendations;
- Ground fence properly according to the energizer instructions, and add extra rods as needed. Locate ground rods at fence ends and intermittently in between;
- Keep fence electrified even when livestock are not present to prevent wildlife damage to fence. This also prevents the battery from freezing and prolongs battery life;
- Securely attach electric fence warning signs intermittently along the fence and at crossing points.



GRAZING AND FARM LEASE AGREEMENT

This GRAZING AND FARM LEASE AGREEMENT ("Lease Agreement") is entered into this 2 day of March 2022, by and between the CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation acting by and through its Water Enterprise ("Greeley") and KURT ADAMS, in his individual capacity ("Adams").

Recitals

WHEREAS, Greeley owns certain real property consisting of approximately 86 acres located in Weld County, Colorado, which real property is more particularly described on Exhibits A-1 and A-2, attached hereto and incorporated herein (collectively "Property"); and

WHEREAS, Greeley also owns those certain water rights represented by thirteen and two-fifths (13-2/5) shares of capital stock in The Greeley Irrigation Company evidenced by Stock Certificate No. 3471 ("Water Rights"); and

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

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

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

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

Agreement

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

2. **TERM OF LEASE**. The term of this Lease Agreement begins on the date it is fully executed and expires on December 31, 2022.

3. **CONSIDERATION**. Adams shall pay to Greeley a Lease Amount of nine thousand dollars (\$9,000.00) for his use of the Property and Water Rights, in two equal installments. The first installment of four thousand five hundred dollars (\$4,500.00) is due upon execution of this Lease Agreement, and the second installment of four thousand five hundred dollars (\$4,500.00) is due no later than December 15, 2022.

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

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

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

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

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

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

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

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

7. AUTHORIZED USE OF WATER RIGHTS.

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

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

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

d. Adams shall not rent, sublease, nor otherwise convey the right to use the Water Rights to third parties, nor allow any third parties to use the Water Rights or water delivered pursuant to

said Water Rights on lands other than the Property or for any uses other than described in this Lease Agreement.

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

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

8. LESSEE'S COVENANTS.

a. Adams shall take all necessary action to ensure that cattle are confined to the Property, and not permitted to roam onto F Street, the Poudre River Trail, or other adjacent parcels.

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

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

d. Adams shall not hunt or fish on the Property. Adams shall not allow any other party to hunt or fish on the Property.

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

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

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

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

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

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

9. INDEMNIFICATION.

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

b. Adams 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 Adams' operations under this Lease Agreement, including, without limitation, Adams' operation of the required electric wire fencing to confine cattle to the Property.

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

10. HAZARDOUS MATERIAL.

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

b. If Adams breaches the obligations stated herein, or if the presence of Hazardous Material on the Property caused or permitted by Adams results in contamination of the Property, or if contamination of the Property by Hazardous Material otherwise occurs for which Adams is legally liable to Greeley for damage resulting therefrom, then Adams 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 Adams includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local

governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Property.

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

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

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

12. TERMINATION FOR CAUSE.

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

b. If Greeley determines that Adams 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 Adams and any of Adams' equipment or livestock from the Property.

13. INSURANCE REQUIREMENTS.

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

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

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

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

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

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

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

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

14. STATUS OF LESSEE. Adams shall conduct himself at all times under this Lease Agreement as an independent contractor and not as an employee, agent, or joint venture of Greeley. Adams' operations will not be supervised by any employee or official of Greeley, nor will Adams exercise supervision over any employee or official of Greeley. Adams shall not represent that he is an employee, agent, or joint venture of Greeley. Adams is not entitled to Workers' Compensation benefits from Greeley, and is solely responsible for any tax obligations associated with his activities pursuant to this Lease Agreement.

15. MISCELLANEOUS PROVISIONS.

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

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

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

KA

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

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

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

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

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

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

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

16. NOTICE. Any notice required by this Lease Agreement shall be deemed sufficient when provided by U.S. mail, hand delivery, or by electronic mail if receipt is acknowledged or no notice of non-delivery is received within three (3) days, using the information set forth below. Greeley and Adams shall promptly update the other party if the appropriate contact information changes.

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

If to Adams:

Kurt Adams, A+A Farming LLC.
P.O. Box 126
Lucerne, Colorado 80646

Email: anahayfarming@gmail.com

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

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

Attest:

By: _____
Mayor

City Clerk

KURT ADAMS,
in his individual capacity

By: Kurt D Adams

WATER & SEWER BOARD AGENDA MARCH 16, 2022

ENCLOSURE X NO ENCLOSURE

ITEM NUMBER: 6

TITLE: APPROVE DITCH OPERATIONS AGREEMENT
 WITH THE GREELEY IRRIGATION COMPANY

RECOMMENDATION: APPROVE DITCH OPERATIONS AGREEMENT
 WITH THE GREELEY IRRIGATION COMPANY

ADDITIONAL INFORMATION:

A key element of the Water and Sewer Department’s long-range plan to expand the city’s non-potable irrigation system is the construction of the Equalizer Project. The Equalizer Project will involve a series of pipelines and pump stations to deliver lower Cache La Poudre River water supplies to the Greeley Loveland Canal for distribution throughout the city. The Equalizer Project will allow Greeley to maximize use of it Greeley Irrigation Company (“GIC”) water, reusable wastewater effluent, water stored in Poudre Ponds, and other lower Poudre River water rights, which will offset and preserve the city’s Greeley Loveland Irrigation Company (“GLIC”) water in Boyd Lake for potable use.

The Equalizer Project will make us of an “in-ditch exchange” on the Number 3 Ditch (“#3 Ditch”). The in-ditch exchange will operate by diverting water from the #3 Ditch at the existing pump station at 71st Avenue (or an alternative nearby location if needed), and replacing the diversions with deliveries from Poudre Ponds downstream at 35th Avenue. This operation allows Greeley to make use of water in Poudre Ponds in the Equalizer Project without constructing a pipeline between 35th and 71st Avenues. The Equalizer Project pipeline between Poudre Ponds and the #3 Ditch at 35th Avenue is under construction, thus necessitating the present need for an agreement with the GIC.

The proposed Ditch Operations Agreement (“Agreement”) between the GIC and Greeley will authorize the in-ditch exchange. It will also authorize Greeley to introduce “foreign water,” that is, water not associated with the city’s 3/8 interest or with its GIC water rights, into the #3 Ditch for delivery to the city’s non-potable irrigation systems. In addition, the Agreement authorizes Greeley to use GIC’s “excess capacity” in the ditch, that is, unused physical space in the #3 Ditch, to deliver foreign water throughout the system and to the Equalizer Project.

The Agreement is perpetual and prescribes various protective terms and conditions for Greeley's future operations of the #3 Ditch. As payment for the in-ditch exchange, the right to introduce foreign water, and the ditch's excess capacity, Greeley will make upfront and annual payments. The upfront payment is in the form of reimbursement to GIC, up to \$100,000, towards construction of two in-ditch measurement structures. GIC, the Water and Sewer Department, and the city's Stormwater Department will all benefit from additional measurement on the #3 Ditch, which will allow better water accounting, more accurate deliveries to shareholders, and safer operations during flood events. The annual payment is \$2,500 per year, adjusted upwards by \$1,000 every ten years.

DITCH OPERATIONS AGREEMENT

This DITCH OPERATIONS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2022, by and between THE CITY OF GREELEY, a Colorado home rule municipal corporation acting by and through its Water Enterprise (“City” or “Greeley”) and THE GREELEY IRRIGATION COMPANY, a mutual ditch company and Colorado nonprofit corporation (“Company” or “GIC”).

Recitals

WHEREAS, the City owns an undivided 3/8 interest in the Greeley Canal No. 3 (the “Ditch”), the water rights decreed for the Ditch in Larimer County Civil Action 320 on April 11, 1882, and the associated infrastructure (“3/8 Interest”), as is more particularly described in the deeds conveying such interests; and

WHEREAS, the Company owns an undivided 5/8 interest in the Ditch, the water rights decreed for the Ditch in Larimer County Civil Action 320 on April 11, 1882, and the associated infrastructure (“5/8 Interest”), as is more particularly described in the deeds conveying such interests; and

WHEREAS, the Company operates the Ditch for the benefit of its shareholders, though the Ditch Superintendent also administers water attributable to the City’s 3/8 Interest, and the City operates infrastructure separate from, but associated with, the Ditch; and

WHEREAS, as of the date of execution of this Agreement, the City also owns 163.11 shares of capital stock in the Company, which shares entitle the City to an allocation of water operated by the Company pursuant to its 5/8 Interest; and

WHEREAS, the City desires to utilize the Ditch for certain operations, as provided in this Agreement, to facilitate an expansion of its non-potable irrigation system throughout the City; and

WHEREAS, the City and the Company have reached an understanding regarding such operations, and desire to reduce that understanding to writing;

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

Agreement

1. **Term of Agreement.** The term of this Agreement commences on the date it is mutually executed by the City and the Company and shall continue in perpetuity, unless and until terminated by either the City or the Company in accordance with paragraph 15, below. In the event that the perpetual term is found invalid by a court of competent jurisdiction, this Agreement shall continue for a term of ninety-nine (99) years from its commencement.

2. **General Description of Ditch Operations.** Subject to the terms and conditions of this Agreement described more particularly below, the City will construct a new twenty-four (24)-inch pipeline along 35th Avenue for the transmission of water between its Poudre Ponds Reservoirs and the Ditch (“35th Avenue Pipeline”), such transmission to occur only during the period from April 15th through October 31st (“Ditch Irrigation Season”) and only at times when the Ditch can safely handle said water, as determined by the Company in its sole discretion. When GIC confirms that sufficient safe carrying capacity in the Ditch associated with its 5/8 Interest is available, the City may deliver water into the Ditch at the Ditch headgate on the Cache la Poudre River (“Ditch Headgate”) or via the 35th Avenue Pipeline pursuant to the Carriage

License described below and subsequently run such water through the Ditch for non-potable City demands that can be met from the Ditch, only during the Ditch Irrigation Season and only at times when the Ditch can safely handle said water, as determined by the Company in its sole discretion. The City may also release water from its Poudre Ponds Reservoirs into the Ditch via the 35th Avenue Pipeline as a source of substitute supply for an in-ditch exchange (“In-Ditch Exchange”) as described in paragraph 4, below. Upon releasing such water into the Ditch, the City may then divert a like amount of water, less ditch losses as described in paragraph 4.4, below, at one or more upstream points of diversion or pump stations from the Ditch to be subsequently used by the City for non-potable demands in the western areas of the City, only during the Ditch Irrigation Season and only at times when the Ditch can safely handle said water, as determined by the Company in its sole discretion. Nothing in this Agreement should be interpreted to preclude the City and the Company from conveying water from the Ditch into the Poudre Ponds Reservoirs via the 35th Avenue Pipeline, subject to a mutual agreement of the parties related to such operation. The City may use water attributable to other sources beyond the water attributable to its 3/8 Interest and its shares of capital stock in the Company (“Foreign Water”) for the operations contemplated by this Agreement, provided that such Foreign Water (a) meets or exceeds the quality of the water being diverted at the Ditch Headgate, and (b) complies with the provisions of any lawful statute, regulation, or ordinance of general applicability limiting, regulating, or prescribing the quality of water which may be used for agricultural irrigation.

3. Construction of Discharge Infrastructure. The City shall be solely responsible for the costs associated with design and construction of the 35th Avenue Pipeline, and for obtaining any licenses, permits, and interests in real property necessary for installation of the 35th Avenue Pipeline and associated infrastructure for the discharge of water into the Ditch (“Discharge Infrastructure”). The Discharge Infrastructure shall include, without limitation, a structure for the discharge and delivery of water into the Ditch, a headgate at the point of such discharge, grout and/or collars to prevent seepage losses from the Ditch at the Discharge Infrastructure, and a trash rack. The City shall conduct all Discharge Infrastructure construction activities outside of the Ditch Irrigation Season. Final construction and installation of the Ditch Infrastructure shall be consistent with the designs and construction plans reviewed by the Company during the meeting of City and Company representatives and their engineers on November 6, 2020, and by the Company Board at its meeting on December 3, 2020.

4. Operation of In-Ditch Exchange. The City may discharge water into the Ditch for operation of the In-Ditch Exchange described above only during the Ditch Irrigation Season and only at times when the Ditch can safely handle said water, as determined by the Company in its sole discretion. The exchange-from point, or point at which the City will release substitute supplies, including, without limitation, Foreign Water, from its Poudre Ponds Reservoirs for the In-Ditch Exchange, is the point at which the 35th Avenue Pipeline discharges into the Ditch, anticipated to be located in the NE ¼ of Section 2, Township 5 North, Range 66 West of the 6th P.M. in Weld County (“35th Avenue Pipeline Discharge”). The exchange-to point is the City’s 71st Avenue Pump Station, currently located in the SW ¼ of Section 33, Township 6 North, Range 66 West of the 6th P.M. The City agrees to obtain approval from the Company of any future modifications to the 71st Avenue Pump Station. Such approval from the Company shall not be unreasonably withheld. The City and the Company may establish additional exchange-to points for the In-Ditch Exchange after execution of this Agreement, provided that such points are established by mutual agreement and in writing. The diversion of water by the City at any such additional points shall be subject to the terms and conditions for operation of the In-Ditch Exchange set forth in this Agreement. The length of the Ditch from the 35th Avenue Pipeline Discharge up to any established exchange-to point is referred to in this Agreement as the “Exchange Reach.” Nothing in this Agreement shall be construed to restrict the City from using Foreign Water as a source of substitute supply in the In-Ditch Exchange as long as such water is of sufficient quality as defined herein.

4.1 Maximum Flow Rates. The City may operate the In-Ditch Exchange at a maximum flow rate of 10 c.f.s. during the first ten (10) years of this Agreement. After a demonstration to the Company that it has operated the In-Ditch Exchange safely at a flow rate of 10 c.f.s., the City may then operate the In-Ditch Exchange at a maximum flow rate of 20 c.f.s. during years eleven (11) through twenty (20) of this Agreement. After year twenty (20) and a demonstration to the Company that it has operated the In-Ditch Exchange safely at a flow rate of 20 c.f.s., the City may then operate the In-Ditch Exchange at a maximum flow rate of 30 c.f.s. for the remaining duration of this Agreement. The City shall conduct pump testing or other operations of a temporary nature at rates greater than described during the first twenty (20) years of this Agreement, up to the maximum flow rate of 30 c.f.s., with prior approval from the Company to ensure the In-Ditch Exchange can be operated safely at the flow rates described. The City shall obtain approval from the Company before proceeding to each of the progressive flow rate tiers described herein, but such approvals from the Company shall not be unreasonably withheld. The maximum flow rates described in this section are subject to all other terms and conditions for operation of the In-Ditch Exchange set forth in this Agreement, including, without limitation, the measurement and accounting requirements described in paragraph 9, below.

4.2 Notice of In-Ditch Exchange Operation. The City shall provide advance written notice, in accordance with paragraph 13, below, to the Company and its Ditch Superintendent of no less than twenty-four (24) hours prior to operating the In-Ditch Exchange.

4.3 Ditch Capacity. The City shall not operate the In-Ditch Exchange at any flow rate greater than the Ditch can safely accommodate, as determined by the Company in its sole discretion. After receipt of the notice described in paragraph 4.2, the Company shall promptly confirm whether and in what amount safe carrying capacity for operation of the In-Ditch Exchange is available. The City shall promptly repair, at its sole expense, any damage to the Ditch caused by the City's operation of the In-Ditch Exchange.

4.4 Transit Losses on In-Ditch Exchange Operation. Operation of the In-Ditch Exchange by the City shall be subject to a fixed minimum ditch loss of fifteen (15) percent. Upon releasing a volume of water into the Ditch at the 35th Avenue Pipeline Discharge for the In-Ditch Exchange, such volume of water diverted by the City by exchange at the upstream points shall be reduced by fifteen (15) percent. The Company shall promptly notify the City if its Ditch Superintendent determines that transit losses are in actuality exceeding fifteen (15) percent. Upon a showing from the Ditch Superintendent based on actual measured flows or other substantive engineering, and upon mutual agreement in writing, the City and Company may establish a ditch loss for the In-Ditch Exchange greater than fifteen (15) percent.

4.5 Measurement of In-Ditch Exchange Water. During its operation of the In-Ditch Exchange, the City shall record daily the volumes of water (a) released from the 35th Avenue Pipeline for delivery into the Ditch, and (b) subsequently diverted from the Ditch at the 71st Avenue Pump Station or other points as provided in paragraph 4., above. The City shall provide to the Company, either manually or telemetrically, instantaneous access to such measurements on a daily basis for integration into the GIC Dashboard or such other internal Company accounting tool as is appropriate in the future. The City may modify its delivery amounts under the In-Ditch Exchange with advance written notice to the Company and its Ditch Superintendent of no less than twenty-four (24) hours, but shall not modify its delivery amounts more often than every two (2) days. The City may not modify delivery amounts under the In-Ditch Exchange on Saturdays or Sundays.

4.6 Additional Limitations on In-Ditch Exchange Operation. Though the use of water supplies exchanged by the City pursuant to the In-Ditch Exchange will not be limited to irrigation, the City shall not operate the In-Ditch Exchange outside of the Ditch Irrigation Season. The City shall not operate the In-Ditch Exchange at any time when it could otherwise operate a decreed exchange on the Cache la Poudre River from its Poudre Ponds Reservoirs to the Ditch Headgate.

4.7 No Shareholder Injury. The City shall not operate the In-Ditch Exchange when such operation would limit or otherwise diminish the flow rate or quality of water delivered by the Company to shareholder headgates located within the Exchange Reach (“Intervening Headgates”) or otherwise result in injury to shareholders. The City may, with prior approval from the Company that shall not be unreasonably withheld, redesign or otherwise improve Intervening Headgates, create check structures within the Ditch, or undertake any other reasonable efforts deemed necessary to ensure continuing, undiminished deliveries to Intervening Headgates.

5. License for Carriage of Foreign Water. Subject to the terms and conditions of this paragraph 5, the Company hereby grants to the City a license to carry water in the Ditch up to but not to exceed the safe carrying capacity in the Ditch, as determined by the Company in its sole discretion, associated with the Company’s 5/8 Interest, over and above the water carried in the Ditch for other shareholders of the Company (“Carriage License”).

5.1 Carriage License Operations and Notice. When the Company confirms that sufficient safe carrying capacity in the Ditch is available, as determined by the Company in its sole discretion, the City may deliver up to 15 c.f.s. of Foreign Water into the Ditch at the Ditch Headgate or via the 35th Avenue Pipeline pursuant to this Carriage License. The City shall provide advance written notice to the Company and its Ditch Superintendent of no less than twenty-four (24) hours prior to its desired use of the Carriage License. Such notice shall include the volume of water to be carried in the Ditch daily, the source of such water, the period during which it will be carried, and the location(s) at which the water will be delivered into and subsequently diverted from the Ditch. After receipt of such notice, the Company shall promptly confirm whether and in what amount safe carrying capacity for use of the Carriage License is available, as determined by the Company in its sole discretion.

5.2 Transit Losses on Carriage Water. The City water carried in the Ditch pursuant to this Carriage License shall be subject to a fixed minimum ditch loss of fifteen (15) percent. The Company shall promptly notify the City if its Ditch Superintendent determines that ditch losses are in actuality exceeding fifteen (15) percent. Upon a showing from the Ditch Superintendent based on actual measured flows or other substantive engineering, and upon mutual agreement in writing, the City and Company may establish a ditch loss for this Carriage License greater than fifteen (15) percent.

5.3 Measurement of Carriage Water. During its use of this Carriage License, the City shall record daily the volumes of water made available by the City for diversion at the Ditch Headgate, and measure daily the volumes of water (a) released from its pump station at Poudre Ponds Reservoirs to the 35th Avenue Pipeline for delivery into the Ditch, and (b) subsequently diverted from the Ditch after delivery pursuant to the Carriage License. The City shall provide to the Company, either manually or telemetrically, instantaneous access to such measurements on a daily basis for integration into the GIC Dashboard or such other internal Company accounting tool as is appropriate in the future. The City may modify its delivery amounts under the Carriage License with advance written notice to the Company and its Ditch Superintendent of no less than twenty-four (24) hours, but shall not modify its delivery amounts more often than every two (2) days. The City may not modify delivery amounts under the Carriage License on Saturdays or Sundays.

5.4 Carriage License Fee. The City shall pay to the Company an annual flat fee of \$2,500.00 (“Annual Carriage License Fee”) as consideration for the carriage of water delivered into the Ditch pursuant to this Carriage License, regardless of the volume of water carried. The Annual Carriage License Fee shall increase by \$1,000.00 every ten (10) years during the term of this Agreement.

5.5 Ditch Capacity. The City may not use the Carriage License at any flow rate greater than the Ditch can safely accommodate, as determined by the Company in its sole discretion. Use of the Carriage License by the City is subject to the same operational constraints as water carried in the Ditch for shareholders of the Company. The City shall promptly repair, at its sole expense, any damage to the Ditch caused by the City’s use of the Carriage License.

5.6 Seasonal Limitation on Carriage License. Though the use of water supplies delivered by the City pursuant to this Carriage License will not necessarily be limited to irrigation, the City may use the Carriage License only within the Ditch Irrigation Season.

5.7 No Shareholder Injury. The City shall not use the Carriage License when such operation would limit or otherwise diminish the flow rate or quality of water delivered by the Company to other shareholders.

5.8 F Street Bypass Structure Agreement. This Agreement is subject to and subordinate to the Construction, Maintenance and Use Agreement executed on March 30, 2010, among the City, the Company, and the Central Colorado Water Conservancy District and its subdistricts (“F Street Agreement”). Nothing in the grant of this Carriage License is intended or should be construed to modify the terms or diminish the rights set forth in the F Street Agreement concerning the bypass structure and related facilities on the Ditch near the F Street release structure.

6. Water Quality. The water discharged by the City into the Ditch, as contemplated by this Agreement, shall at all times be suitable for agricultural use and of a water quality that (a) meets or exceeds the quality of the water being diverted at the Ditch Headgate, and (b) complies with the provisions of any lawful statute, regulation, or ordinance of general applicability limiting, regulating, or prescribing the quality of water which may be used for agricultural irrigation. The City shall comply with all laws and regulations applicable to its activities pursuant to this Agreement regarding the quality of water discharged into the Ditch. The City shall be solely responsible for obtaining any federal, state, and local permits or other regulatory approvals necessary for its activities pursuant to this Agreement regarding the quality of water discharged into the Ditch.

7. Temporary Use and Tracking of 3/8 Interest Water. The Company may use water attributable to the City’s 3/8 Interest (“3/8 Interest Water”) when the City determines, in its sole discretion, that such water is available. The City will notify the Company no later than March 1 of each calendar year during the term of this Agreement whether excess 3/8 Interest Water is available for use by the Company for that year, and if available, in what amount. The Company shall track and account for its use of 3/8 Interest Water pursuant to this Agreement on the GIC Dashboard, or such other internal Company accounting tool as is appropriate in the future, and shall undertake no action that could support a finding of abandonment of any portion of the water rights. All use of 3/8 Interest Water by the Company shall be in accordance with the decree entered in Larimer County Civil Action 320, and in accordance with all rules, regulations, and laws of the State of Colorado applicable to the use of such water rights.

8. No Vested Interest in 3/8 Interest Water. The City grants no right, title, or interest in its

3/8 Interest Water to the Company other than as explicitly set forth in this Agreement. The Company shall make no claim to any right, title, or interest in the City's 3/8 Interest Water other than as explicitly set forth in this Agreement. The Company shall not rent, sublet, assign, or otherwise convey any right to use of 3/8 Interest Water granted pursuant to the terms of this Agreement.

9. Measurement and Accounting Requirements. The City shall measure all water transported pursuant to the operations contemplated by this Agreement at (i) the point of release from its Poudre Ponds Reservoirs to the 35th Avenue Pipeline, (ii) all points of upstream diversion under the In-Ditch Exchange, (iii) all points of downstream delivery when utilizing the Carriage License, and (iv) any other points reasonably determined by the City and the Company necessary to accurately track such operations. The City shall provide to the Company, either manually or telemetrically, instantaneous access to such measurements on a daily basis for integration into the GIC Dashboard or such other internal Company accounting tool as is appropriate in the future. The City shall make reasonable efforts to incorporate telemetric capabilities on its measurement structures at the points described above. Such incorporation of telemetric capabilities is subject to the appropriation of sufficient funds intended for that purpose, which year-to-year appropriations remain in the sole discretion of the City.

10. Additional In-Ditch Measurement Structures. The City and the Company shall cooperate in good faith on the planning and installation of additional measurement structures, including telemetry for such structures, to be located in the Ditch for the purpose of tracking ditch losses and other Ditch operations. Such planning will include, without limitation, operational studies regarding flow rates and turnouts throughout the Ditch, and designs and other documents related to the engineering and construction of such structures. As a material part of the consideration for the entirety of this Agreement, the City agrees to reimburse the Company in an amount up to a maximum of \$100,000 for the construction costs, and associated reasonable fees and costs incurred by the Company, associated with the planning and construction of two such additional measurement structures, such agreement being contingent on the appropriation by the City of funds sufficient and intended for the projects and separate approval by the City of final project designs and construction plans. The Company shall manage the construction of such measurement structures, and maintain ownership of the structures after their construction and installation. The two additional in-ditch measurement structures for which the City will reimburse the Company shall be constructed within ten (10) years of the date of this Agreement, or this Agreement shall terminate. The Company shall proceed with good faith and reasonable diligence on the construction of such structures.

11. No Injury to Company or Other Shareholders. The City shall not injure the water rights of the Company, any other shareholders in the Company, or the Ditch by operating the 35th Avenue Pipeline, operating the In-Ditch Exchange, utilizing the Carriage License, or by any other operation contemplated by this Agreement.

12. No Modification of Ownership Interests. Nothing in this Agreement is intended or shall be construed to modify the existing ownership interests of either the City or the Company in the Ditch, the water rights decreed for the Ditch in Larimer County Civil Action 320 on April 11, 1882, or in any other associated rights or infrastructure.

13. Notice. The City and the Company shall give any notice required under this Agreement using the contact information listed below. Such notice is adequate if (a) hand-delivered, (b) provided by certified or registered mail, return receipt requested, or (c) sent via email, if receipt is acknowledged or no bounce back or other notice of delivery disruption is received. The City and the Company shall promptly notify the other party if the appropriate contact information for notice changes.

For the City of Greeley: City of Greeley Water and Sewer Department
Attn: Director of Water and Sewer
1001 11th Avenue, Second Floor
Greeley, Colorado 80631
Email: water@greeleygov.com;
sean.chambers@greeleygov.com

With copy to: City of Greeley City Attorney's Office
Attn: Environmental and Water Resources
1100 10th Street, Suite 401
Greeley, Colorado 80631
Email: cityattorney@greeleygov.com;
daniel.biwer@greeleygov.com

For GIC: The Greeley Irrigation Company
P.O. Box 445
Greeley, Colorado 80632
Email: ditchoffice@gicditch.com

With copy to: Greeley Irrigation Company Ditch Superintendent
P.O. Box 445
Greeley, Colorado 80632
Email: jdill@gicditch.com

And copy to: Dietze and Davis, P.C.
Attn: Star Waring
2060 Broadway, Suite 400
Boulder, Colorado 80302
Email: swaring@dietzedavis.com

14. Indemnification and Liability. The City is a public entity, as that term is defined pursuant to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. Nothing in this Agreement should be construed to limit or alter the benefits and responsibilities to which the City is entitled pursuant to the Colorado Governmental Immunity Act. The City and the Company respectively shall defend any and all claims for injuries or damages, in accordance with the requirements and limitations of the Colorado Governmental Immunity Act, that occur as a result of the negligent or intentional acts or omissions of their own officers, agents, employees, or assigns. The City and the Company respectively shall be responsible for any and all liability for injuries or damages caused by any negligent acts or omissions of their own officers, employees, agents, or assignees performing functions or activities upon the property of the other party. The City and Company shall each require any contractor or subcontractor retained for the various projects contemplated by this Agreement to maintain insurance coverage adequate to the satisfaction of both the City and Company and to provide certificates of insurance.

15. Default and Termination; Waiver. In the event either the City or the Company fails to comply with the terms and conditions of this Agreement, such failure constitutes a default of this Agreement and the non-defaulting party may give notice of the perceived default in accordance with paragraph 13, above. The defaulting party is then entitled to a period of thirty (30) days from receipt of the notice within which to cure the default. Upon the cure of any such default during this period, this Agreement will remain in full force and effect.

15.1 If any declared default remains uncured after the thirty-day cure period described above, or after any extension of the cure period mutually agreed to by the parties, the non-defaulting party may immediately terminate this Agreement with written notice to the defaulting party. Nothing in this Agreement should be construed to limit either party from seeking damages or pursuing available remedies upon the termination of this Agreement for default. The prevailing party in any legal action arising out of a default of this Agreement shall be entitled to the recovery of reasonable costs and attorneys' fees.

15.2 The failure of either the City or the Company to declare a default does not establish a precedent nor constitute an implied waiver of any subsequent breach of the terms and conditions in this Agreement. Any such waiver of breach must be made explicitly in writing.

16. Restriction on Assignment. The rights and obligations set forth in this Agreement are vested solely in the City and the Company. Neither the City nor the Company shall assign all or any portion of its interest in this Agreement, and any purported assignment of this Agreement by either the City or Company shall be considered void.

17. Jurisdiction and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Proper venue for any dispute arising out of this Agreement is the Weld County District Court.

18. No Third-Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action related thereto, are strictly reserved to the City and the Company. Nothing in this Agreement should be construed to allow any claim, right, or cause of action by any person or entity not a party to this Agreement. Any person or entity other than the City or the Company that realizes a service or benefit under this Agreement is an incidental beneficiary only.

19. Severability. In the event one or more clauses in this Agreement are found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless be valid and binding upon the City and the Company, unless the absence of such clause would destroy the intent and purpose of this Agreement.

20. Review by Legal Counsel. The City and the Company acknowledge that each party had the opportunity to review this Agreement with its respective legal counsel, and that this Agreement should not be construed nor interpreted against a drafting party.

21. Integration and Amendment. This Agreement constitutes a complete integration of the understandings and agreement between the City and the Company with respect to the subject matter herein, and is not intended to revise any other executed contracts between the City and the Company in existence at the time of this Agreement. No representations, negotiations, or warranties, express or implied, exist between the City and the Company except as explicitly set forth in this Agreement. This Agreement may only be amended in a writing duly authorized and executed by the City and the Company.

22. Counterparts. The parties may execute this Agreement in counterparts, each of which and the combination of which when signed by both the City and the Company may be deemed original and together constitute a single contract.

IN WITNESS WHEREOF, the City of Greeley and The Greeley Irrigation Company have authorized and executed this Ditch Operations Agreement on the date first set forth above.

[signatures appear on the following page]

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

By: _____
City Manager

Date: _____

As to Legal Form:

By: _____
City Attorney

As to Availability of Funds:

By: _____
Director of Finance

THE GREELEY IRRIGATION COMPANY,
a mutual ditch company and Colorado nonprofit corporation

By: _____
Roger Schmidt, President

Date: _____

ATTEST:

Secretary

WATER & SEWER BOARD AGENDA MARCH 16, 2022

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 7

TITLE: LEGAL REPORT

RECOMMENDATION: LEGAL REPORT

ADDITIONAL INFORMATION:

Legal Report
Greeley Water and Sewer Board Meeting
March 16, 2022

Statements of Opposition: Based on our review of the January, 2022 Water Court Resume, staff and water counsel do not recommend that the Water and Sewer Board file statements of opposition to any water court applications that would be due at the end of March, 2022.

WATER & SEWER BOARD AGENDA MARCH 16, 2022

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 8

TITLE: EXECUTIVE SESSION

RECOMMENDATION: EXECUTIVE SESSION

ADDITIONAL INFORMATION:

- Bi-Annual Water Market Update
- Negotiation of Water Trade with the Platte River Power Authority

WATER & SEWER BOARD AGENDA MARCH 16, 2022

ENCLOSURE X

NO ENCLOSURE

ITEM NUMBER: 9

TITLE: DIRECTOR'S REPORT

RECOMMENDATION: DIRECTOR'S REPORT

ADDITIONAL INFORMATION:

- Media Coverage of Water Conservation
- Rescheduled Windy Gap Firing Project Construction Site Tour
 - Project Web Page: <https://www.northernwater.org/chrp>
- Greeley Boards and Commissions Reception
- '22 Water Enterprise and Sewer Enterprise Revenue Bonds Update

NEWS > ENVIRONMENT • News

Cash for grass: Colorado would pay you to abandon your lawn under water-saving proposal

The tactic has saved millions of gallons in places like Greeley, Castle Rock and Las Vegas, experts say



Photos before and after a property owner in Castle Rock took part in the city's turf replacement program, which offers money to those willing to replace water-dependent lawns with more efficient landscapes. Courtesy of the town of Castle Rock

By **CONRAD SWANSON** | cswanson@denverpost.com | The Denver Post
March 10, 2022 at 6:00 a.m.

11

Facing a historic megadrought all across the American West with no end in sight, Colorado lawmakers, looking for easy and effective ways to conserve water, set their sights on Kentucky Blue Grass.

Not just Kentucky Blue Grass but all kinds of non-native grasses planted in front lawns, back lawns, green strips fronting businesses and apartment complexes. Those lawns take up about half the water used in Colorado's cities.

"There's not any more water out there and what water is out there is becoming really expensive," John Berggren, a water policy analyst with Western Resource Advocates, said. "So let's look at how we're using it now."



The legislation, [House Bill 1151](#), would be an effective way to manage demand of the state's water, sponsoring state Rep. Marc Catlin, R-Montrose, said in a late-February committee hearing. And the replacement would be entirely voluntary.

"Rather than telling people you have to, this is an opportunity for people to come in and say I'd like to," Catlin, vice chair of the House Committee on Agriculture, Livestock and Water, said.

Similar programs across the West have saved billions of gallons of water, paying property owners anywhere from a few dimes to a few dollars for every square foot of turf they replace.

These types of programs, offering money for the removal of water-dependent lawns, are likely to become more common as states, counties and cities across the West search for relatively painless ways to conserve the resource, water experts told The Denver Post.

About 19 Colorado cities, utilities and water districts already have turf replacement programs. The legislation would offer matching dollars for those programs, adding to the rebate property owners would receive.

The bill would also help governments launch programs of their own. And people who live in areas without such a program could apply directly to the state for money as well.

"For too long the Western Slope and the Eastern Plains have born the brunt of water conservation," sponsoring state Rep. Dylan Roberts, D-Steamboat Springs, said during the February committee meeting.

The proposal gives the metropolitan areas the chance to "play their fair part," Roberts said.

"The same old calculus doesn't work anymore."

Perhaps the most common reason why grassy lawns are so common throughout Colorado and the West is because people were used to having them, Berggren said. As people moved from the east, places around the Mississippi River, places with lots of natural rainfall and plenty of water, they brought with them a certain aesthetic desire.

"They wanted that big bluegrass lawn," Berggren said. "They wanted those parks. They wanted those green median strips. It looks good to a lot of folks."

For decades the aesthetic wasn't terribly problematic, the West appeared to have enough water, he said. People could take however much they wanted for their lawns.

But as time went on, climatologists and water experts began to understand that the Colorado River was over appropriated. Then in 2002, Berggren said, a megadrought started, made worse by climate change and explosive development.

"Now, in the 21st Century, we know water is more limited," he said. "The same old calculus doesn't work anymore."

Most of those lawns and green strips don't serve a purpose, Zane Marshall, director of resources and facilities for the Southern Nevada Water Authority, said. They're ornamental.

Certain green spaces like parks and sports fields are what Marshall calls functional. Turf replacement programs like the one in the Las Vegas Valley focus only on nonfunctional lawns.

How much water grasses and plants might require depends heavily on geography and regional climate, Marshall said, but in Las Vegas a square foot of grass can consume 73 gallons of water every year. Replacing that grass with native plants and landscaping can cut that to 18 gallons or less.





Photos before and after a property owner in Castle Rock took part in the city's turf replacement program, which offers money to those willing to replace water-dependent lawns with more efficient landscapes. Courtesy of the town of Castle Rock

Case studies in Las Vegas, Greeley and Castle Rock

The Las Vegas Valley has always been dry. The desert region averages just over [four inches of rain a year](#). The people that live there take 90% of their water from the Colorado River and the rest from an underground aquifer in the area.

For generations water supply wasn't as much of a problem, Marshall said. Most homes built in the last 30 years came with automated irrigation or sprinkler systems for their lawns. But nearing the turn of the century water became less plentiful and officials in the valley took notice.

The Water Authority launched its Water Smart Landscapes Rebate program in 1999, Marshall said, offering residents 40 cents for every square foot of lawn they were willing to replace.

The [program took off](#).

Valley residents, apartment managers and business owners took the authority's money and replaced their thirsty blue grasses with sedimentary rocks, Nevada agave and desert marigolds. The authority upped its rebate to \$1 per square foot in 2003, then \$2 in 2007.

Now the authority offers \$3 per square foot up to 10,000 square feet, Marshall said. Then it offers \$1.50 per square foot after that.

To date property owners in the Las Vegas Valley have removed more than 2 million square feet of turf, converting it to water-efficient landscaping, Marshall said. That amounts to something like 72,000 individual projects.

"That's enough turf to wrap an 18-inch-wide strip of sod around the circumference of the Earth," he said.

That translates to 11.2 billion gallons of water saved just last year, 163 billion gallons since the program started, Marshall said.

In that same time span, the valley's population grew by 49% but the amount of water it takes from the Colorado River shrank by 26%, Bronson Mack, a spokesman for the authority, said.

A similar rebate program from Los Angeles' Metropolitan Water District was estimated in 2015 to save up to 26 billion gallons of water each year, the [Los Angeles Times reported](#).

In Colorado, Greeley's turf replacement program, called [Life after Lawn](#), is younger but still successful, said Water Conservation Manager Dena Egenhoff. Since launching in 2018 the program has helped property owners replace more than 150,000 square feet of turf, saving an estimated 32 million gallons of water.

Not only does the program save water but it also saves property owners money and their new, native plants thrive much better in



Castle Rock's turf replacement program has saved millions of gallons too. According to Water Efficiency Supervisor Rick Schultz, the city has cut residential water use by 7% since starting its replacement program in 2009. Non-residential properties became eligible for the rebates a decade later and have since cut water use by about 29%, he said.

Schultz said Castle Rock doesn't dictate how people replace their grassy lawns, but does offer a [native plant database](#) full of hundreds of options of grasses, flowers and shrubs that thrive in the high desert.

He calls it Colorado-scaping.

"We want it to look regionally appropriate," Schultz said. "Promoting a landscape that fits the look and feel of Colorado's Front Range."

Some people go with Russian sage and yuccas, he said. Other's go with switchgrass or Mexican feather grass.

Some don't plant anything and instead install decks, fire pits or artificial turf putting greens, he said. So long as it uses less water, it probably qualifies.

"Some people get really creative with it," he said.

The voluntary nature of the program takes out much of the controversy, Schultz acknowledged too.

Plus, many Coloradans are already interested, Egenhoff added. Greeley recently surveyed more than 700 people and 59% of them expressed interest in replacing their lawns and most of them cited cost as the main barrier.

Existing turf replacement programs do work but they only cover about a quarter of the state's population, Laura Belanger, a water resources engineer with Western Resource Advocates told lawmakers during the February committee hearing.

The statewide proposal, which would start with about \$4 million, could expand those existing programs and help start new ones, Belanger said.

Representatives of the Colorado Water Conservation Board, the Colorado Cattlemen's Association and the Colorado River District chimed in, supporting the measure.

Plus, this type of conservation effort can help take pressure off the agriculture industry, Catlin said.

The state's drought contingency plan, finalized in 2019, includes a program that [pays farmers](#) not to plant crops and instead send their water downstream.

Similarly, the turf replacement program is another effective way to manage the state's growing demand for water, Catlin said. It wouldn't mandate the specific types of plants that could be used to replace more water-dependent lawns and instead leaves that decision to local programs.

The committee unanimously approved the proposal, referring it to the House Appropriations Committee where it is expected to be heard in the coming weeks. If the measure is enacted into law, the Colorado Water Conservation Board would have to develop a statewide turf replacement program by July 2023.

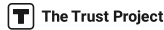
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TAGS: **COLORADO LEGISLATURE, COLORADO RIVER, COLORADO WATER, CONSERVATION, ENVIRONMENT, LAS VEGAS, POLITICS**



Conrad Swanson | Environment & Politics Reporter

Conrad Swanson covers Colorado's environment and politics for The Denver Post's political team. An Iowa native, he joined the paper in November 2019 after stints at the Colorado Springs Gazette, the Lawrence Journal World in Kansas and the Sioux City Journal in Iowa. He graduated from the University of Iowa with a bachelor's degree in journalism and a focus in economics.

cswanson@denverpost.com

[Follow Conrad Swanson](#) [@conrad_swanson](#)





2022 BOARDS & COMMISSIONS APPRECIATION RECEPTION

RSVP by March 21st @ 5:00pm. Click Here to Reserve your spot:
<https://www.signupgenius.com/go/10C0E4CA4AA2BA6F5C34-2022>

MARCH 31ST 2022

UNION COLONY CIVIC
CENTER & ZOOM

5 PM – 7 PM

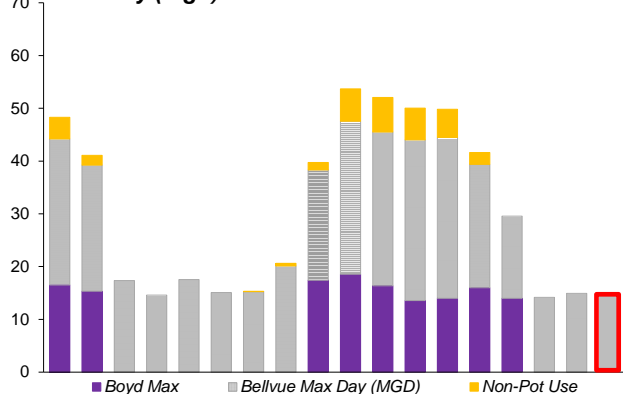
Water Treatment

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.

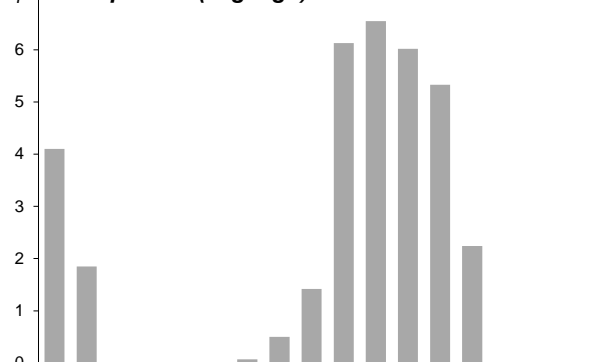
Boyd Water Treatment Plant operates normally from April to October with a plant capacity of 38 mgd (transmission capacity is 40 mgd). Water sources include Greeley-Loveland Irrigation Company, C-BT, and Windy Gap. Average Volume is 8,200 acre-feet (2000-2011). The current plant was built in 1974, with its last treatment upgrade in 1999. Solar panels were added at Boyd in 2014. In 2016, tube settlers and plate 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.

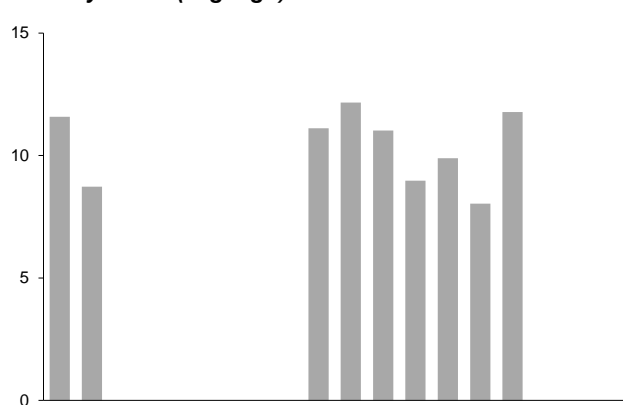
Max Day (mgd)



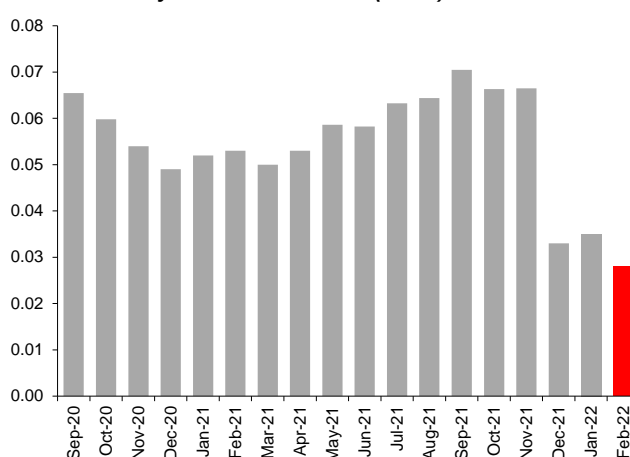
Non-potable (avg mgd)



Boyd WTP (avg mgd)



Turbidity of Finished Water (NTU*)

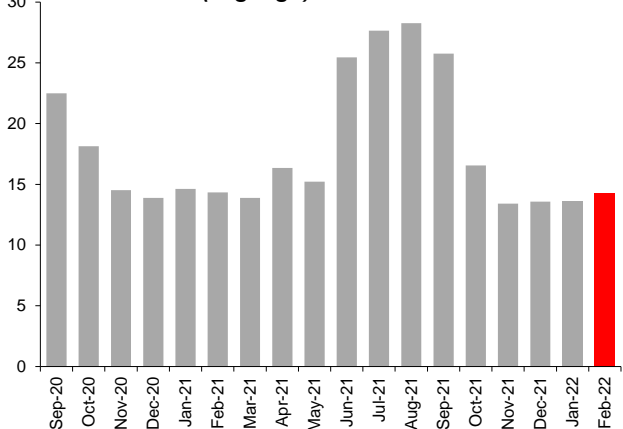


Starting May 2016 Bellvue turbidity measurements will use a new method resulting in more accurate readings.

*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).

Bellvue WTP (avg mgd)

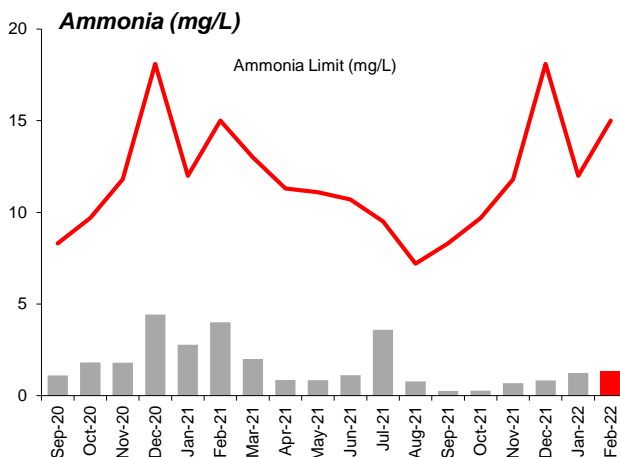
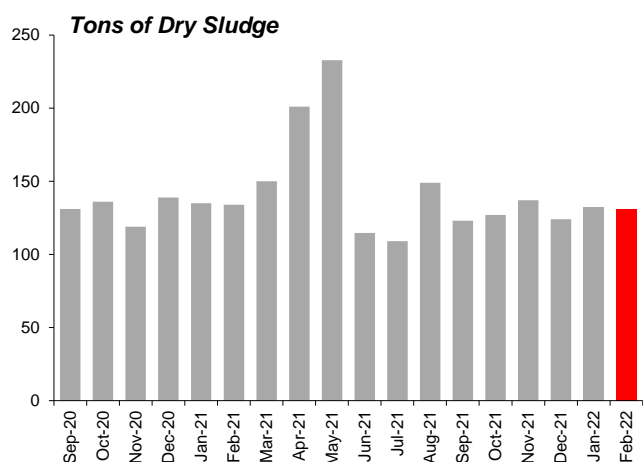
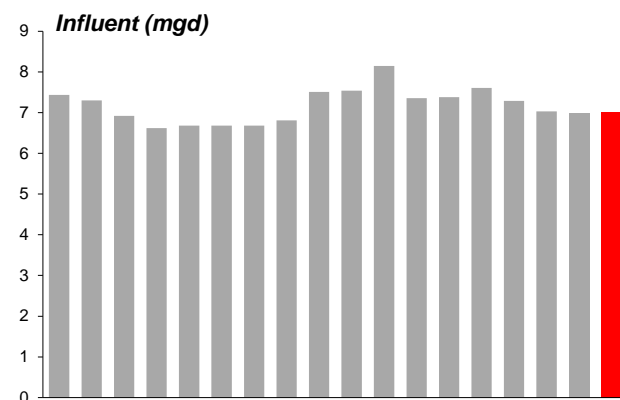
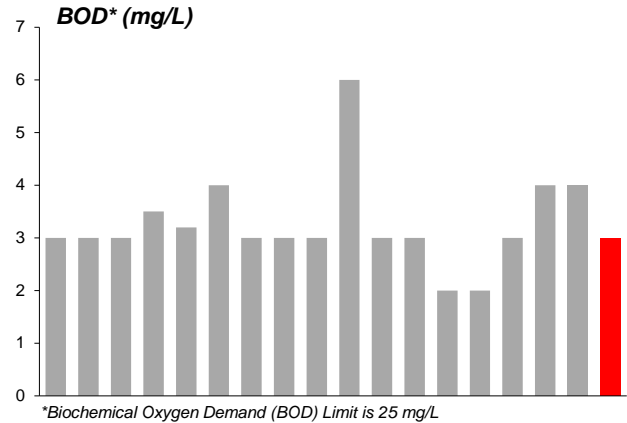
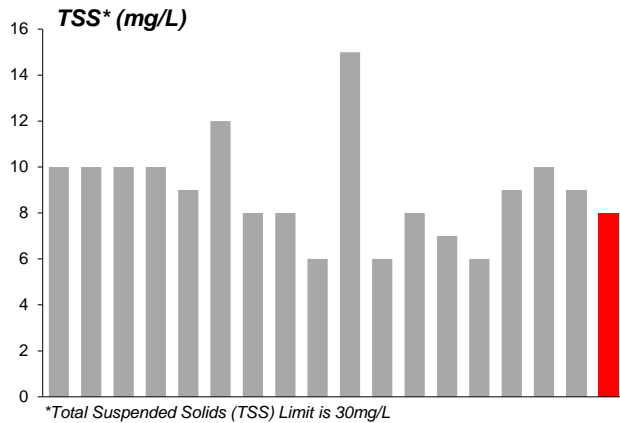


Wastewater Treatment

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.



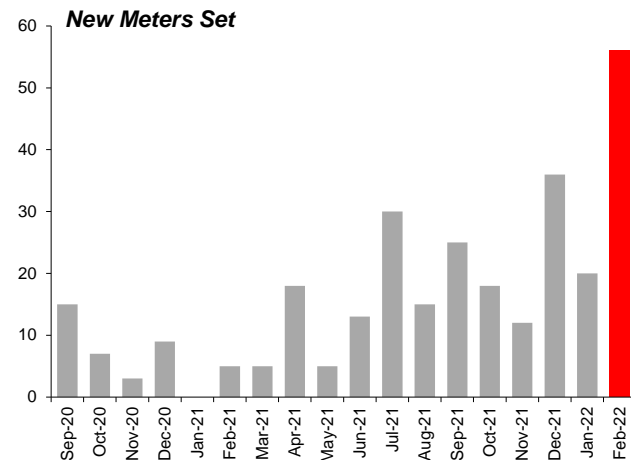
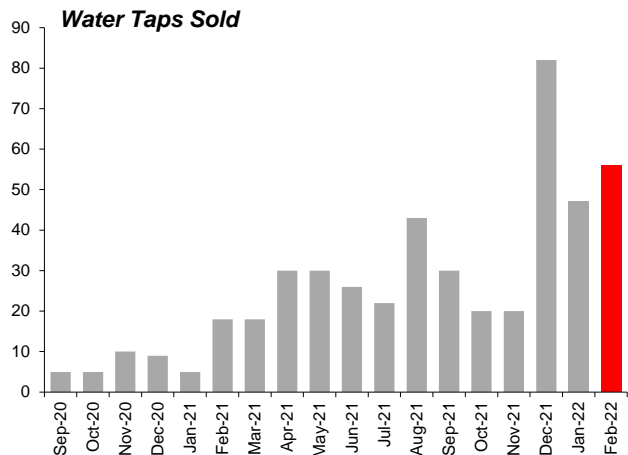
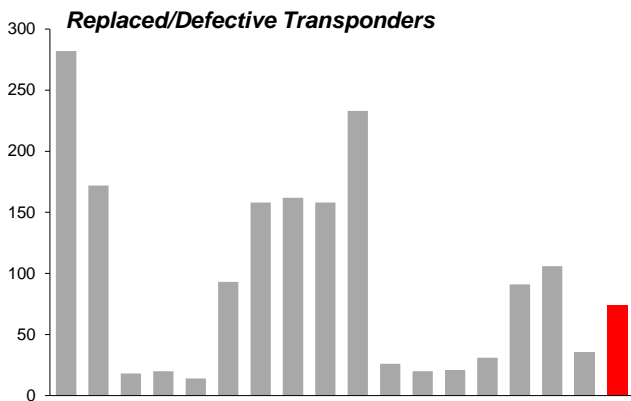
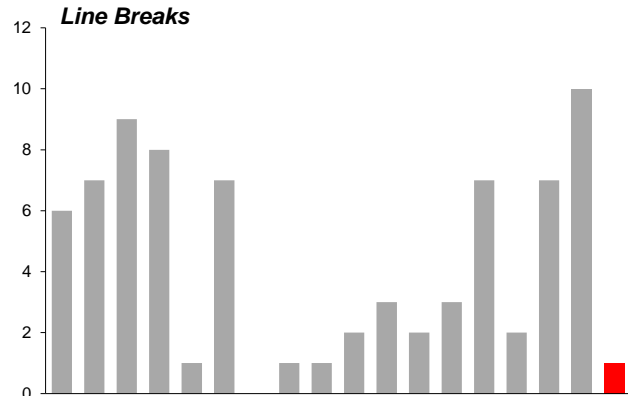
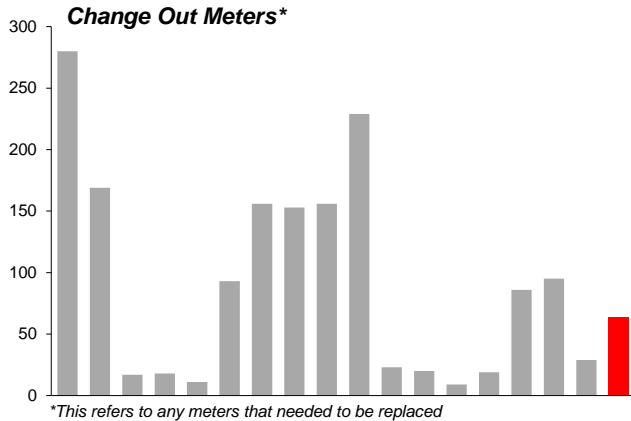
Water Distribution

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.



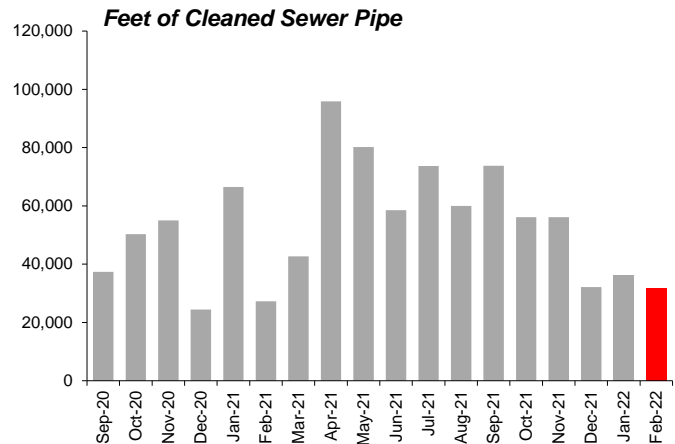
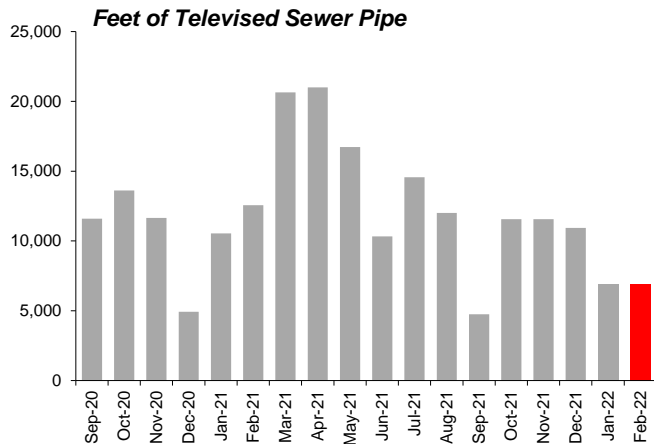
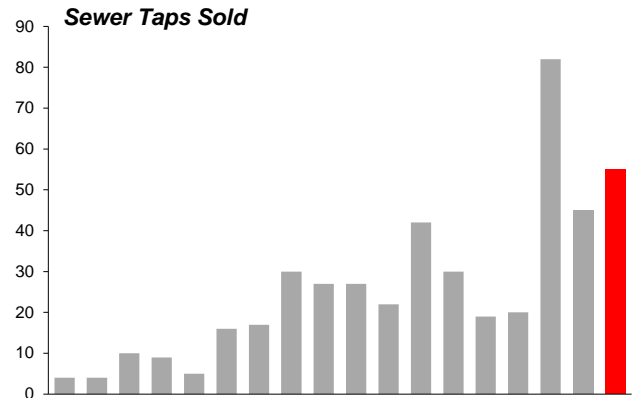
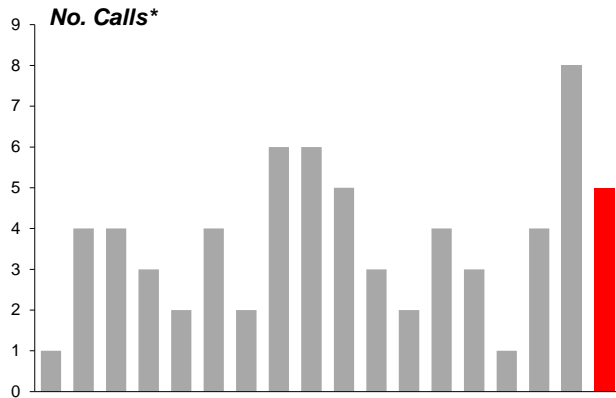
Wastewater Collection

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.



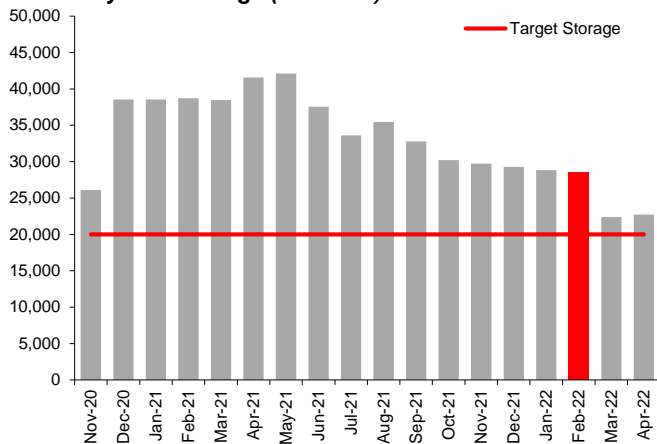
Water Resources

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.

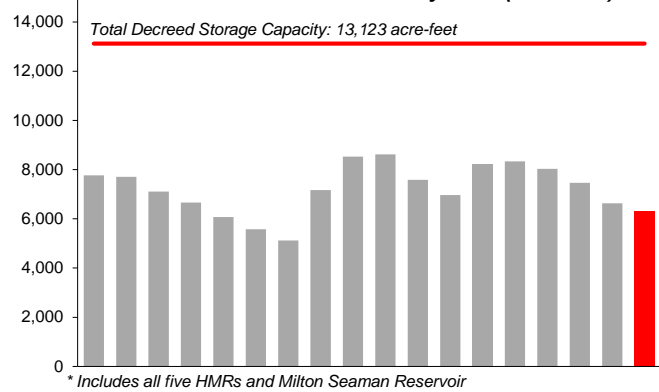
Greeley's goal is to have enough water in carry-over storage to sustain Greeley through a 50-year critical drought. Water in excess of this carry-over drought supply can be leased to agriculture, both for revenue and to support our local agricultural community. Modeling has shown that, given existing 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.

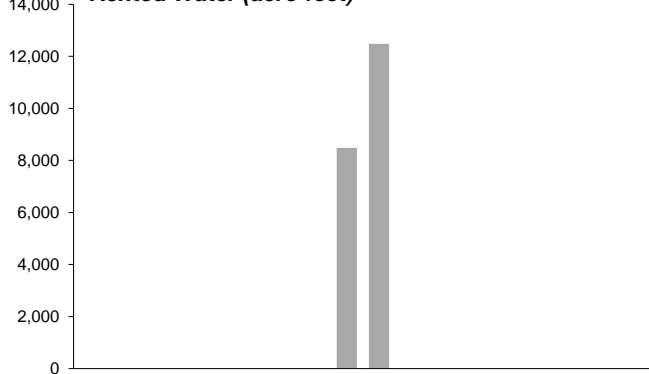
System Storage (acre-feet)



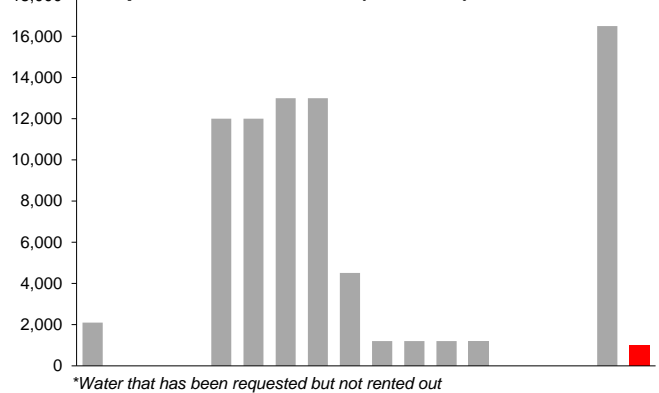
Total Water Stored in Poudre System*(acre-feet)



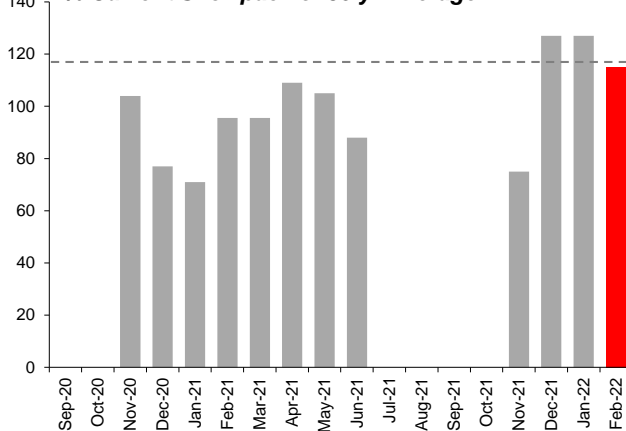
Rented Water (acre-feet)



Requested Rental Water (acre-feet)*

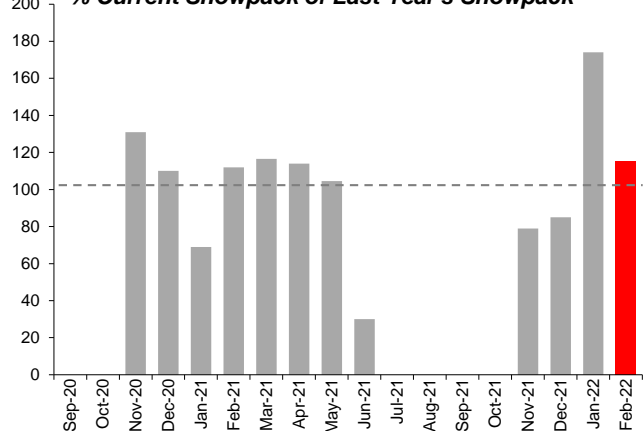


% Current Snowpack of 30 yr Average*



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

% Current Snowpack of Last Year's Snowpack*

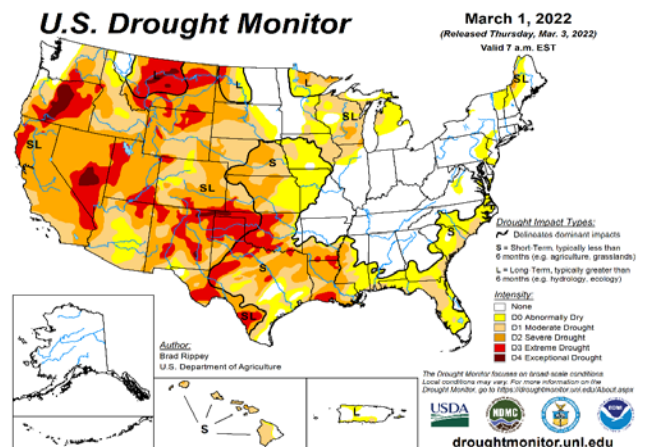
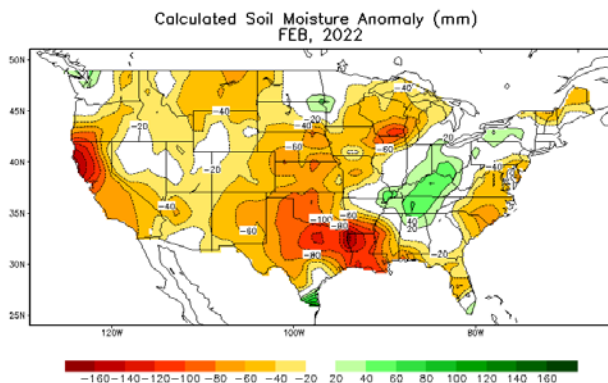
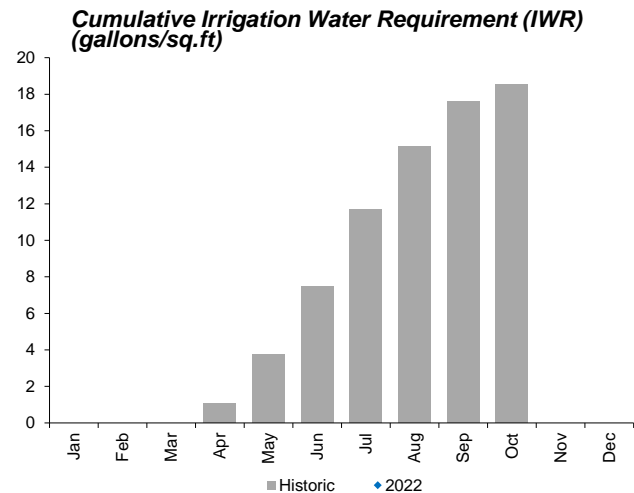
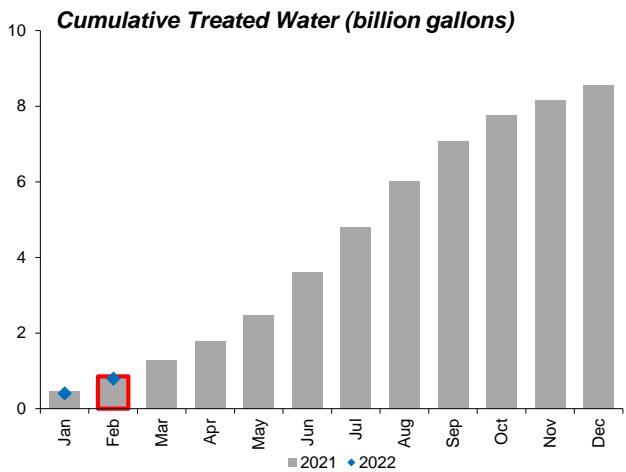
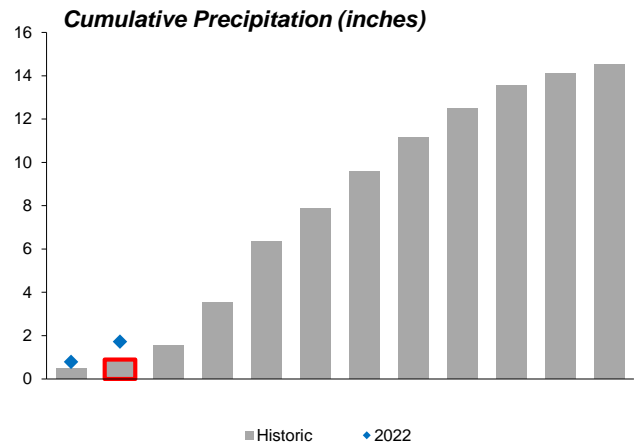
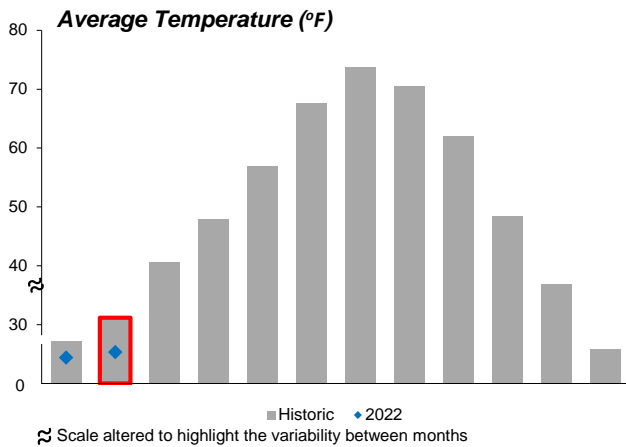


*Data is from the 1st of the month
**Average of Deadman Hill and Joe Wright

Treated Water and Weather Data

January 2022 average temperature was 24.38°F, approximately 2.8°F cooler than average. February also brought colder temperatures averaging 25.23°F.

Greeley precipitation was 0.79 inches in January, which is slightly above average (0.43 inches). February had high precipitation at 0.93 inches.



WATER & SEWER BOARD AGENDA MARCH 16, 2022

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 10

TITLE: SUCH OTHER BUSINESS THAT MAY BE
 BROUGHT BEFORE THE BOARD AND
 ADDED TO THIS AGENDA BY MOTION OF
 THE BOARD

RECOMMENDATION: TO BE DETERMINED

ADDITIONAL INFORMATION: