### WATER & SEWER BOARD AGENDA

Wednesday, December 18, 2019 2:00 p.m.

# GREELEY CITY CENTER 1001 11<sup>TH</sup> Avenue Greeley, CO 80631

1. Roll Call	Chairman Harold Evans Mr. Bob Ruyle Mr. Joe Murphy Mr. Manuel Sisneros Mr. Roy Otto	<ul> <li>Vice Chairman Mick Todd</li> <li>Mr. Fred Otis</li> <li>Mr. Tony Miller</li> <li>Mayor John Gates</li> <li>Mrs. Renee Wheeler</li> </ul>	
2. Approval of Minutes			
3. Approval of and/or Additions to Agenda			
Consent Agenda  The Consent Agenda is a meeting management tool to allow the Board to handle several routine items with one action.			
The Board or staff may request an item to be "pulled" off the Consent Agenda and considered separately under the next agenda item in the order they were listed.			
4. Ratify Purchase and Sale Agreement for the Thayer Farm			
End of Consent Agenda			
5. Any Pulled Items from Consent Agenda			
6. Welcome New Employees			
7. CIP Repo	. CIP Report – 2 <sup>nd</sup> and 3 <sup>rd</sup> Quarter Updates		
. Adopt Irrigation Water Rental Policy			
	and Recommend to City Council an Ordi Municipal Code (Watering Restrictions)	nance Amending Section 14.08.160 of the	
10. Sanitary	Survey Update		



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 970-350-9812.

11. Adopt Resolution Concerning 2020 Water and Sewer Rates, Fees, and Charges

- 12. Approve Outside Water Service Agreement (Windsor Renewal I, LLC)
- 13. Legal Report
- 14. Executive Session

  Matters Related to Potential Acquisition of Water Storage
- 15. Director's Report
- 16. Such Other Business That May Be Brought Before the Board and Added to This Agenda by Motion of the Board



### City of Greeley Water and Sewer Board Minutes of November 20, 2019 Regular Board Meeting

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:01 p.m. on Wednesday, November 20, 2019.

#### 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, Tony Miller, Manny Sisneros, Mayor Gates, Renee Wheeler and Roy Otto

### Water and Sewer Department Staff:

Director Sean Chambers, Deputy Director Water Resources Adam Jokerst, Deputy Director of Operations Nina Cudahy, Utility Finance Manager Erik Dial, Water Resources Manager Jen Petrzelka, WPCF Superintendent Jeremy Woolf, Plant Operator Jacob Hoffman, Water Resources Planning Manager Kelen Dowdy, and Senior Administrative Assistant Ettie Arnold

#### Legal Counsel:

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

### 2. Approval of Minutes

Mr. Miller moved, seconded by Vice Chairman Todd, to approve the October 16, 2019 Water and Sewer Board meeting minutes as corrected. The motion carried 6-0.

### 3. Approval of and/or Additions to Agenda

There were no changes or additions to the agenda.

### \*\*\*\*Consent Agenda\*\*\*\*

(There were no items on the Consent Agenda at this meeting)

### \*\*\*\*End of Consent Agenda\*\*\*\*

#### 4. Pulled Consent Agenda Items

There were no items on the consent agenda, so no items were pulled for discussion.

### 5. Welcome New Employees

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

### 6. Water Supply Update

Ms. Petrzelka presented an update on Greeley's Water Supply status. Storage levels are above average and there are no drought conditions. Reservoir accounting water resource calculations show the City's storage volume will likely be greater than the 20,000 acrefeet target, and staff recommends maintaining this storage volume. Board will consider additional data and information in the spring before making a determination of adequate water year at the April 2020 Board meeting.

### 7. Legal Report

Jim Noble of Welborn, Sullivan, Meck & Tooley provided this month's legal report to the Board. Based on review of the September, 2019 Water Court Resume, staff and water counsel recommended that the Board file a statement of opposition in the following case:

a. Case Number: 19CW3181 Application of City of Thornton for findings of reasonable diligence and to confirm portions of water rights as absolute. Applicant is seeking a finding that it has been reasonably diligent with respect to conditional storage water rights and exchanges decreed in Case No. 1996CW1116, on October 20, 2005. These conditional water rights are used to convey water to the confluence of the Cache La Poudre River to meet replacement obligations under the "Northern Project" Decree or delivered to WSSC. Some of Thornton's proposed operations are within the exchange reach of Greeley's South Platte/Big Thompson Exchange, and these structures are used to facilitate Thornton's operations on the Cache la Poudre River. Counsel recommended that Greeley file a statement of opposition to ensure that the applicable legal standards have been satisfied and to protect against any injury to Greeley's water rights.

Vice Chairman Todd made a motion, seconded by Mr. Miller, that the Board authorize the filing of a statement of opposition in Case No. 19CW3181, and for staff and legal counsel to seek resolution of issues raised by this case consistent with Water and Sewer Board Resolution No. 3, 2015. The motion carried 6-0.

### 12. Executive Session

Vice Chairman Todd moved, seconded by Mr. Murphy, to hold an executive session to address the following matters as provided by C.R.S. §24-6-402(4)(a), (b) and (e) and Greeley Municipal Code 2.04.020(a) (1), (2) and (5).

- 1. To receive advice from their attorney and determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators on matters related to Case No. 17CW3020.
- 2. To receive advice from their attorney and determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators on matters related to the potential acquisition of water storage.

The motion carried 6-0.

Present during the executive session were:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Manual Sisneros, Tony Miller, Joe Murphy, Renee Wheeler, Roy Otto, Director Sean Chambers, Deputy Director Water Resources Adam Jokerst, Deputy Director of Operations Nina Cudahy, Utility Finance Manager Erik Dial, Water Resources Operations Manager Jennifer Petrzelka, Water Resources Planning Manager Kelen Dowdy, Counsel to Water and Sewer Board Jim Noble, Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney Aaron Goldman, Environmental and Water Resources Attorney Dan Biwer, and Senior Administrative Assistant Ettie Arnold

This executive session was authorized by Subsections (a), (b), and (e) of Section 24-6-402(4) of the Colorado Revised Statutes, and Subsections (1), (2), and (5) of Section 2.04.020(a) of the Greeley Municipal Code.

Portions of this executive session were unrecorded because the discussion constituted attorney-client privileged communication.

Mr. Ruyle joined the meeting at 2:27 p.m.

The Executive Session ended at 3:32 p.m. and the regular meeting resumed.

### 13. Director's Report

Mr. Chambers reported on the following items:

- Water Budget Allocation Refinement Status Update
- Boyd WTP VFD Electrical Article

• Colorado River Demand Management Article Summary

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

Ettie Arnold, Senior Administrative Assistant	-
	Harold Evans, Chairman
***********	
Chairman Evans adjourned the meeting at 3:	42 p.m.
There were no additional items brought befor	e the Board and added to the agenda.

#### WATER & SEWER BOARD AGENDA DECEMBER 18, 2019

ENCLOSURE \_\_\_\_ NO ENCLOSURE \_\_X

ITEM NUMBER: 4

TITLE: ACTION: RATIFY PURCHASE AND SALE

AGREEMENT FOR THE THAYER FARM

RECOMMENDATION: RATIFY PUCHASE AND SALE AGREEMENT

FOR THE THAYER FARM

#### ADDITIONAL INFORMATION:

On September 18, 2019, the Water and Sewer Board approved the Purchase and Sale Agreement ("Agreement") with the Wynona B. Thayer Revocable Trust (Thayer Farm) for the acquisition of land and water rights. The Agreement is for the purchase of 129 +/- acres of irrigated farmland, along with 3 shares of Larimer and Weld Irrigation Company and 4 shares of Windsor Reservoir and Canal Company. Under Article 6 of the Agreement, the closing is conditioned on the Water and Sewer Board's appropriation of funds and ratification of the Agreement after diligence.

Staff has completed due diligence on the property and the water rights and has reviewed the preliminary subdivision plat. Based on its findings, staff is recommending that the Water and Sewer Board ratify the Agreement so that as soon as the subdivision process is complete it may proceed with the closing.

**Recommended action for Consent Agenda:** Water Resources staff recommends that the Water and Sewer Board ratify the Agreement and delegate authority to the Director to close on the property.

### PURCHASE AND SALE AGREEMENT

(Thayer Farm)

THIS PURCHASE AND SALE AGREEMENT ("this Agreement") is made and entered into by and between the WYNONA B. THAYER REVOCABLE TRUST ("Seller"), and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, acting by and through its Water and Sewer Board ("City" or "Greeley").

#### **RECITALS**

- A. Seller owns the real property, which is legally described on Exhibit "A-1" and depicted on Exhibit "A-2", attached hereto and incorporated herein by reference (the "Entire Property"). The Entire Property consists of two (2) adjacent platted lots, Lot A and Lot B, on which various improvements and irrigation equipment are located.
- B. Seller has agreed to process through the Weld County Planning Department an Application for an Amended Recorded Exemption in order to change the configuration and boundaries of Lots A and B. The Application will request Weld County approval of an Amended Recorded Exemption, creating (i) an amended legal lot consisting of approximately seven (7) acres located in the northeast corner of the Entire Property (the "Retained Property"), and (ii) an amended legal lot for the remainder of the Entire Property consisting of approximately one hundred thirty (130) acres (the "Land"). The Land is generally described on Exhibit "B-1" and depicted on Exhibit "B-2", attached hereto and incorporated herein by reference.
- C. Seller owns four shares of stock in the Windsor Reservoir and Canal Company; three shares of stock in the Larimer and Weld Irrigation Company; and one-half share of stock in the Roullard Lateral Company, more fully described on Exhibit "C-1," with copies of the stock certificates attached to Exhibit "C-2", attached hereto and incorporated herein by reference ("Water Shares"). Said Water Shares have been used to irrigate the Land.
- D. Subject to Weld County's approval of the Amended Recorded Exemption, and the other terms and conditions set forth in this Agreement, Seller desires to sell to Greeley, and Greeley desires to purchase from Seller, the Land and the Water Shares, with Seller retaining the Retained Property.
- E. The parties desire to set forth the terms and conditions whereby Seller shall sell and Greeley shall purchase the Land and the Water Shares, together with other appurtenant property rights and water rights associated therewith, as more fully provided hereinafter.
- NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, Seller and Greeley hereby agree as follows:

#### <u>AGREEMENT</u>

### ARTICLE 1 DEFINITIONS

For purposes of this Agreement, and unless defined elsewhere in this Agreement, the following terms shall have the following meanings

- 1.1 "City" or "Greeley" shall mean and refer to the City of Greeley, Colorado, a Colorado home rule municipal corporation, acting by and through its Water and Sewer Board.
- 1.2 "Effective Date" shall mean and refer to the date upon which the last party hereunder signs this Agreement.
  - 1.3 "Entire Property" shall have the meaning set forth in Recital A hereinabove.
  - 1.4 "Improvements" shall have the meaning set forth in Section 2.2 hereinafter.
  - 1.5 "Land" shall have the meaning set forth in Recital B hereinabove.
  - 1.6 "Water Shares" shall have the meaning set forth in Recital C hereinabove.

The above definitions are in addition to the various definitions subsequently set forth in this Agreement.

### ARTICLE 2 SALE OF PROPERTY

Seller agrees to sell, and Greeley agrees to purchase, on the terms and conditions set forth in this Agreement, the Property (defined below). Except as excluded in Section 2.6 below, the "Property" shall include, and Seller shall convey to Greeley at "Closing" (defined below), the following:

- 2.1 <u>Land</u>. The Land, together with all rights, title and interest of Seller in and to all reversions, remainders, easements, rights of way, appurtenances (including all plants, trees, landscaping and other appurtenances), licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with the Land or the "<u>Improvements</u>" (defined below) located thereon.
- 2.2 <u>Improvements</u>. All existing improvements, structures, pipes and fixtures placed, constructed, installed or located on the Land; all irrigation equipment currently located on and used for the irrigation of the Land, including but not limited to the existing center-pivot sprinkler system and all associated pumps, motors, pipes, and fuel injection systems and other similar irrigation equipment located on the Land; and all fences, gates and other improvements, if any, upon, over or under the Land (the "<u>Improvements</u>"). The irrigation equipment is roughly described on Exhibit "D" attached hereto and incorporated herein by reference.

The Land and the Improvements are sometimes hereinafter jointly referred to as the "Real Estate."

- 2.3 <u>Water Rights</u>. All of the following water rights and related interests to be conveyed hereunder include the following (collectively the "Water Rights"):
- A. The Water Shares, described in Recital C, together with all rights, title, and interest of Seller in and to the water and water rights, ditches and ditch rights, reservoirs and reservoir rights, easements, and any other assets and interests represented by the Water Shares; and
- B. All rights, title, and interest of Seller in and to any and all other water, water rights, ditches, ditch rights, wells, well rights, well permits, reservoirs and reservoir rights, and related rights and interests that are appurtenant to, or used on or in connection with, the Land, whether tributary, nontributary or not nontributary. The water rights covered by this provision shall also include all rights, title, and interest of Seller in and to any and all lateral ditches, easements, rights of way and entitlements appurtenant to or used in connection with the Land.
- 2.4 <u>Permits, Licenses, Etc.</u> All rights, title and interest of Seller, without warranty of any type, in and to all governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the Property.
- 2.5 Other Rights. Any and all other rights, privileges and appurtenances owned by Seller, without warranty of any type, which relate to or are used in connection with the Property to the extent that they are assignable.
- 2.6 <u>Exclusions</u>. The Property does not include, and Seller expressly excepts and reserves, the following:
- A. All irrigation and farming equipment and other items of personal property belonging to the "Existing Tenants" (as hereinafter defined).

### ARTICLE 3 PURCHASE PRICE

- 3.1 <u>Purchase Price</u>. The purchase price for the Property shall be the sum of \$2,770,000.00 ("<u>Purchase Price</u>"). The Purchase Price shall be payable as follows:
- 3.2 <u>Deposit and Release of Deposit</u>. Within fourteen (14) days following the Effective Date, Greeley shall cause the amount of Twenty-five Thousand Dollars (\$25,000.00) ("<u>Deposit</u>") to be deposited with Land Title Guarantee Company, 772 Whalers Way, Suite 100, Fort Collins, Colorado (title officer: Heidi Crue; closing officer: Donna Manci) (the "<u>Title Company</u>"). The Deposit shall be held by the Title Company in a federally insured account to be credited toward the Purchase Price. The Deposit shall be refundable to Greeley at any time prior to the expiration

of the "Inspection Period" (defined below) if Greeley is not satisfied with the Property, and shall be subject to return to Greeley upon termination of this Agreement by Greeley pursuant to Article 4, Article 5, Section 6.1, Section 11.3 and Article 12 below. Except as set forth in the preceding sentence, the Deposit shall be non-refundable to Greeley.

- 3.3 <u>Interest.</u> Unless otherwise agreed to by Seller and Greeley, the Title Company is not required to hold the Deposit in an interest-bearing account.
- 3.4 Payable at Closing. The Purchase Price (i) minus the Deposit; (ii) plus any other amounts required to be paid by Greeley at Closing; and (iii) plus or minus any prorations or credits, shall be paid at Closing by wire transfer of immediately available funds.

### ARTICLE 4 TITLE

- 4.1 <u>Title Documents</u>. Within the time periods set forth below, Seller shall provide to Greeley the following:
- A. Within fourteen (14) days after the Effective Date, Seller shall provide a commitment for an owner's policy of title insurance ("Title Commitment"), issued by the Title Company covering the Real Estate and indicating the Title Company's willingness to issue to Greeley at Closing the "Title Policy" (defined below) in the amount of the Purchase Price, with such Title Commitment setting forth the status of title to the Real Estate and showing all liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions and other matters of record affecting title to the Real Estate.
- B. Within fourteen (14) days after the Effective Date, Seller shall provide copies of all recorded documents referred to in the Title Commitment as exceptions to title to the Property ("<u>Title Documents</u>").
- Within fourteen (14) days after the Effective Date, Seller shall provide, to C. the extent the same are in Seller's possession, copies of all (i) governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the Property; (ii) well permits relating to the exposure of groundwater to evaporation and/or consumption, together with any "substitute water supply plans" describing methods used to replace evaporative and consumptive groundwater losses; (iii) documents that relate to the title, use, quantity, quality and condition of the Water Rights, including, but not limited to, any deeds or other conveyances, assignments, permits, adjudications or court orders, any testing reports, the stock certificates for the Water Shares, records regarding electrical use and crop and livestock production, and any records provided to or maintained by the ditch companies concerning the Water Shares, including without limitation share certificate records, delivery records, and assessment records (or, in the alternative, Seller shall exercise reasonable diligence to obtain for Greeley the right to inspect and copy the respective ditch companies' records); (iv) material and current contracts or other agreements relating to the operation, maintenance or leasing of the Property or any portion thereof; and (v) other material agreements affecting the Property which are not included in the Title Documents provided by the Title Company.

- D. Within fourteen (14) days after the Effective Date, Seller shall complete and execute a historical use questionnaire and affidavit for the Water Shares in the form attached hereto as Exhibit "E."
- As soon as practicable, Seller shall provide Greeley with copies, in E. substantially final form, of the Amended Recorded Exemption plat and any other documents which Seller intends to record in connection with the subdivision of the Entire Property (collectively, "Amended Recorded Exemption Documents"). Upon receipt of the Amended Recorded Exemption Documents, and subject to Greeley's approval of the same, this Agreement will be deemed amended to incorporate the legal description of the Land on Exhibit "B-1" and to replace depiction of the Land on Exhibit "B-2." The Parties will enter into a written amendment to document the same. If there are any amendments to the Amended Recorded Exemption Documents between the initial delivery of the Amended Recorded Exemption Documents to Greeley under this Section 4.1 and the date of "County Approval" (defined below), Seller shall promptly notify and provide the same to Greeley. If Greeley does not approve the modified Amended Recorded Exemption Documents, then Greeley may elect to terminate this Agreement by giving written notice to Seller within seven (7) days after Greeley's receipt of the modified Amended Recorded Exemption Documents. Upon termination of this Agreement and except as otherwise provided herein, the Deposit shall be returned to Greeley and neither Seller nor Greeley shall have any further obligation or liability to the other hereunder, except for those obligations that, by their nature, are intended to survive the termination of this Agreement.
- 4.2 <u>Survey.</u> Not less than seven (7) days prior to the expiration of the Inspection Period, Greeley shall have prepared a ALTA/ACSM Land Title Survey, in substantially final form, of the Real Estate ("Survey") containing the Minimum Standard Detail Requirements required by the Title Company to delete preprinted standard Title Exceptions 1 through 5 in the Title Commitment. Greeley shall take commercially reasonable efforts to have the Survey finalized and certified for the benefit of Greeley and the Title Company within fourteen (14) days of the "Recording Date" (defined below). In order to prepare and finalize the Amended Recorded Exemption Documents and the Survey within the limited timeframe contemplated by this Agreement, the Parties have agreed to use King Surveyors, located at 650 E Garden Dr, Windsor, CO 80550, to prepare both the Amended Recorded Exemption plat and the Survey.
- 4.3 <u>Condition of Title</u>. Title to the Property shall be delivered to Greeley and Greeley agrees to accept such title free and clear of all liens and encumbrances subject only to each of the following ("Permitted Exceptions"):
- A. All exceptions, reservations, covenants, easements, agreements, restrictions and other recorded documents set forth in the Title Commitment, except for mortgages, mechanic's liens and other financial encumbrances, which shall be discharged by Seller at Closing.
- B. General property taxes for the year of Closing, provided that such taxes shall be prorated to the "Closing Date" (defined below").
  - C. Any state of facts as may be shown on the Survey.

- D. The Amended Recorded Exemption Documents.
- E. Any matters created by or through Greeley.

Greeley expressly acknowledges that the Property is subject to an existing written lease (the "Existing Lease") in which Milt Bartmann and Coleen Bartmann are the tenants (the "Existing Tenants"). The Existing Lease includes the Entire Property (i.e., both the Retained Property and the Land). Seller has the right to terminate the Existing Lease as of December 31, 2019, by giving written notice to the Existing Tenants prior to October 1, 2019 (the "Lease Termination Notice"). Seller expressly agrees to give the Lease Termination Notice to the Existing Tenants on or before October 1, 2019. The annual rent payable by the Existing Tenants for calendar year 2019 shall be retained by Seller (i.e., shall not be prorated between Seller and Greeley at Closing).

- 4.4 <u>Vesting of Title</u>. At Closing, Seller shall convey fee simple title to: (i) the Real Estate to Greeley by Special Warranty Deed (substantially in the form attached hereto as Exhibit "F"), free and clear of all liens and encumbrances, subject only to the Permitted Exceptions, and (ii) the Water Rights to Greeley by Special Warranty Deed (substantially in the form attached hereto as Exhibit "G"), free and clear of all liens and encumbrances.
- Exceptions to Title; Notice. If Seller or the Title Company gives Greeley notice of a title exception that is not a Permitted Exception and that arose subsequent to the Effective Date, or was not disclosed in the Title Commitment, then Greeley shall disapprove of such exceptions, if at all, by giving written notice of objection to Seller within fourteen (14) days after receiving notice from Seller or the Title Company, Any such exception not objected to in writing within such fourteen (14) day period shall be deemed an additional Permitted Exception. Seller may elect (but shall not be obligated) to remove, or cause to be removed at its expense, any such disapproved exceptions (collectively, "Disapproved Matters") or, with Greeley's approval, Seller may elect (but shall not be obligated) to obtain title insurance insuring against the effect of the Disapproved Matters. Seller shall notify Greeley in writing within seven (7) days after receipt of Greeley's notice of Disapproved Matters if Seller elects to remove or obtain insurance for such matters. If Seller fails or is unable to remove or (with approval of Greeley) cause the Title Company to endorse over any such Disapproved Matters prior to Closing, or if Seller elects not to remove one (1) or more Disapproved Matters, or if Greeley does not approve endorsing over such matter, Greeley may, upon seven (7) days' prior written notice to Seller, elect to terminate this Agreement. Upon termination of this Agreement and except as otherwise provided herein, the Deposit shall be returned to Greeley and neither Seller nor Greeley shall have any further obligation or liability to the other hereunder, except for those obligations that, by their nature, are intended to survive the termination of this Agreement.
- 4.6 <u>Title Insurance</u>. As soon as practicable at or after Closing, the Title Company shall issue to Greeley an ALTA owner's form of title insurance policy, insuring that fee simple title to the Real Estate is vested in Greeley subject to the Permitted Exceptions ("<u>Title Policy</u>"). Greeley shall be entitled to request that the Title Company delete preprinted standard Title Exceptions 1 through 5 from the Title Policy, the cost thereof to be paid for by Seller, and any other endorsements to the Title Policy as Greeley may reasonably require, provided that such

other endorsements shall be at Greeley's sole cost and expense and at no cost or additional liability to Seller and that Closing shall not be delayed as a result of Greeley's request.

### ARTICLE 5 INSPECTION PERIOD

- 5.1 <u>Inspection Period.</u> During the period that commences upon the Effective Date and continues until and including 5:00 p.m., Mountain Time on the sixtieth (60<sup>th</sup>) day after the Effective Date, or the fourteenth (14<sup>th</sup>) day after the Amended Recorded Exemption Documents are provided to and received by Greeley pursuant to Section 4.1 E above, whichever is later ("<u>Inspection Period</u>"), Greeley and its authorized agents, representatives and consultants shall be entitled to enter upon the Property at all reasonable times to inspect the Property for the purpose of making surveys, soils tests, permeability tests, test borings, engineering tests, environmental audits and tests, feasibility studies and any other inspections, investigations or analyses Greeley deems necessary or appropriate in connection with its intended acquisition, use and development of the Property. Greeley shall bear the cost of all such inspections and tests. Seller agrees to reasonably cooperate with any such inspections, investigations and surveys or studies made by or at Greeley's direction so long as such cooperation is at no material expense to Seller.
- 5.2 <u>Inspection</u>. Greeley and its authorized agents, representatives and consultants shall (i) not unreasonably interfere with the operation and maintenance of the Property (ii) shall comply with any reasonable requirements imposed upon Greeley in connection with such inspection; (iii) shall not injure or otherwise cause bodily harm to Seller, the Existing Tenants, or their agents, contractors or employees; (iv) shall promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (v) shall not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; and (vi) shall restore the Property as nearly as practicable to substantially the same condition in which the Property was found before any such investigations or tests were undertaken. Notwithstanding any provision of this Agreement to the contrary, no termination of this Agreement shall terminate Greeley's obligations pursuant to this Article 5.
- 5.3 <u>Termination</u>. If during the Inspection Period, Greeley, for any reason, in Greeley's sole discretion, judgment, and opinion, disapproves of or is dissatisfied with any aspect of the Property or its investigations relating thereto, Greeley shall be entitled to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period. Upon termination of this Agreement prior to the expiration of the Inspection Period, and except as otherwise provided herein, the Deposit shall be returned to Greeley and neither Seller nor Greeley shall have any further obligation or liability to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

If Greeley does not provide written notice of termination to Seller prior to the expiration of the Inspection Period, Greeley shall not be entitled to the Deposit if, for any reason other than as a result of a default by Seller or pursuant to Article 4, this Article 5, Section 6.1, Section 11.3 or Article 12, the Closing of this transaction does not occur. The Title Company shall be authorized to release the Deposit to Seller after the expiration of the Inspection Period.

- 5.4 <u>Continuing Inspections.</u> Following the Inspection Period, Greeley shall continue to be authorized to enter upon the Real Estate at all reasonable times and subject to the terms and conditions of Section 5.2.
- 5.5 Appraisal. Greeley may request an appraisal of the Property to confirm that the appraised value of the Property is equal to or greater than the Purchase Price. The cost of the appraisal shall be paid for by Greeley. In addition to Section 6.1, if the Property is appraised for less than the Purchase Price, then Greeley has the sole option and election to terminate this Agreement on or before the end of the Inspection Period. Upon termination of this Agreement by Greeley pursuant to this Section 5.5, and except as otherwise provided herein, the Deposit shall be returned to Greeley and neither Seller nor Greeley shall have any further obligation or liability to the other hereunder except for those obligations, which, by their nature, are intended to survive the termination of this Agreement.

### ARTICLE 6 CLOSING CONTINGENCIES; CLOSING

- 6.1 <u>Closing Contingencies</u>. The obligation of Greeley to purchase the Property is subject to satisfaction of the following contingencies:
- A. Governing Body Approval. Unless waived, Greeley's obligation to purchase the Property is subject to the approval of this Agreement by the Greeley Water and Sewer Board ("Board") and the appropriation of funds for the purchase of the Property within thirty (30) days following the expiration of the Inspection Period ("Governmental Approval Period"). In the event that the Board has not ratified and approved this Agreement and appropriated funds for the purchase of the Property prior to the expiration of the Governmental Approval Period, then, in such event, upon written notice by Greeley to Seller, this Agreement shall terminate, whereupon the Deposit shall be returned to Greeley and neither party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.
- B. Appraisal. Unless waived, Greeley's obligation to purchase the Property is subject to the appraised value of the Property being equal to or greater than the Purchase Price. In the event that the Property is appraised for less than the Purchase Price, and the difference between the appraised value of the Property and the Purchase Price is not approved and this contingency is not waived by the Board within the Governmental Approval Period, then, in such event, upon written notice by Greeley to Seller, this Agreement shall terminate, whereupon the Deposit shall be returned to Greeley and neither party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.
- C. <u>County Approval</u>. Unless waived, Greeley's obligation to purchase the Property is subject to Weld County approval of the Amended Recorded Exemption Documents in the form provided to and approved by Greeley under Section 4.1 E. ("<u>County Approval</u>"). Immediately prior to County Approval and recording of the Amended Recorded Exemption Documents ("<u>Recording Date</u>"), Seller shall provide Greeley copies of the Amended Recorded

Exemption Documents to confirm that the same are in the form provided to and approved by Greeley pursuant to Section 4.1 E. Seller shall act diligently and in good faith to accomplish County Approval and take commercially reasonable efforts to establish the Recording Date within seven (7) days of the expiration of the Governmental Approval Period. After recording the Amended Recorded Exemption Documents, Seller shall provide copies of the recorded Amended Recorded Exemption Documents to Greeley at which time this Agreement will be deemed amended to define the Land consistent with the Amended Recorded Exemption Documents without any further written action. If any changes are made to the Amended Recorded Exemption Documents between the initial delivery under Section 4.1. E. and County Approval, and Greeley does not waive or approve such changes, then, in such event, upon written notice by Greeley to Seller, this Agreement shall terminate, whereupon the Deposit shall be returned to Greeley and neither party shall have any further obligation to the other hereunder except for those obligations which, by their nature, are intended to survive the termination of this Agreement.

6.2 Closing. The closing of this transaction ("Closing" or "Closing Date") shall occur at 1:30 p.m. at the Law Offices of Hasler, Fonfara and Goddard LLP, 125 South Howes, Sixth Floor, Fort Collins, Colorado, on the later of the first business day which is at least (i) twenty-eight (28) days after the expiration of the Governmental Approval Period, or (ii) seven (7) days after the Survey has been finalized and certified for the benefit of Greeley and the Title Company ("Certification Date"), or (iii) by mutual agreement at an alternate time or earlier date. The Certification Date shall be the date identified within the surveyor's stamp affixed to the Survey. A representative of the Title Company shall attend the Closing and shall provide closing and settlement services.

### 6.3 <u>Transactions at Closing</u>. On the Closing Date:

- A. Seller shall deliver or cause to be delivered to Greeley the following documents duly executed and acknowledged where appropriate:
- (1) A Special Warranty Deed (substantially in the form attached hereto) conveying the Real Estate to Greeley free and clear of all liens and encumbrances and subject only to the applicable Permitted Exceptions.
- (2) A Special Warranty Deed (substantially in the form attached hereto) conveying the Water Rights to Greeley free and clear of all liens and encumbrances, and all other documents necessary to transfer the Water Rights to Greeley.
- (3) The original Windsor Reservoir and Canal Company Stock Certificate No. 714 for two (2) shares; the original Windsor Reservoir and Canal Company Stock Certificate No. 790 for two (2) shares; the original Larimer and Weld Irrigation Company Stock Certificate No. 6395 for three (3) shares; and the original Roullard Lateral Company Stock Certificate No. 416 for one-half (1/2) share, together with all other documents necessary to transfer the Water Shares, including an assignment to Greeley of the Water Shares represented by the foregoing shares in a form and manner acceptable to the companies.

- (4) A Bill of Sale, warrantying title to the Improvements, and an assignment, without warranty of any type, of Seller's rights, title and interest in and to all governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the Real Estate and any other right, privilege and appurtenances owned by Seller which relate to or are used in connection with the Real Estate.
- (5) If applicable, a partial assignment of the Existing Lease (the "Partial Lease Assignment"). The Partial Lease Assignment shall only assign to Greeley the provisions of the Existing Lease that are applicable to the Property, not to the provisions that are applicable to the Retained Property. As aforesaid, Seller shall cause the Existing Lease to terminate as of December 31, 2019.
- (6) A certificate of non-foreign status to confirm that Buyer is not required to withhold part of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, together with any certificates required pursuant to Colorado law.
- (7) A mechanic's lien affidavit in favor of the Title Company in a form sufficient for the Title Company to delete preprinted standard Title Exceptions 1 through 5.
- (8) A statement certifying that the representations and warranties of the Seller contained in Articles 8 and 10 of this Agreement are true, correct and complete in all material respects, and are unmodified or amended as of the Closing Date as though such representations and warranties were made at and as of the Closing Date.
- (9) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.
  - B. Greeley shall deliver to Seller the following:
- (1) The Purchase Price, subject to credits and adjustments as herein provided, and such additional sums as are necessary to pay Greeley's share of closing costs, prorations and any fees as more particularly set forth herein.
- (2) Documentation in such form as may be satisfactory to Seller and the Title Company, evidencing Greeley's full authority and capacity to purchase the Property.
- (3) A mechanic's lien affidavit in favor of the Title Company in a form reasonably acceptable to Greeley.
- (4) Such additional documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

### ARTICLE 7 PRORATIONS; CLOSING COSTS

7.1 Prorations. All real estate taxes attributable to the Property for the calendar year

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in which the Closing occurs shall be prorated at the Closing on the basis of the most recent mill levy for the Property and the current assessed value for the Property, unless the actual real estate taxes for the current year are known on the Closing Date. Assessments on the Water Rights for 2019 shall be paid by Seller and shall not be prorated between Seller and Greeley. As aforesaid, annual rent payable by the Existing Tenants for calendar year 2019 shall not be prorated between Seller and Greeley. Any special assessments against the Property shall be paid in full by Seller at the time of Closing. Prorations of taxes and assessments at Closing shall be a final settlement.

- 7.2 Closing Costs. Greeley shall pay for the cost of recording of all of the deeds, all title insurance endorsements (excluding the cost for deletion of preprinted standard Title Exceptions 1 through 5) and one-half (1/2) of the Title Company closing fee. Greeley shall also pay the transfer fee for the Water Shares. Seller shall pay the basic premium for the Title Policy, the cost for deletion of preprinted standard Title Exceptions 1 through 5 and one-half (1/2) of the Title Company closing fee. Each party shall pay its own attorneys' fees.
- 7.3 <u>Utilities</u>. Utilities, if any, serving the Property shall be prorated between the parties to the Closing Date.

### ARTICLE 8 REPRESENTATIONS AND WARRANTIES OF SELLER

- 8.1 <u>Representations and Warranties</u>. Seller represents and warrants to Greeley as follows:
- A. <u>Encumbrances</u>. From the Effective Date until the Closing, and except for the Permitted Exceptions, and except as may be necessary to obtain approval of the Amended Recorded Exemption, Seller shall not encumber the Property or any interest in any way nor grant any property or contract right relating to the Property or any other interests without the prior written consent of Greeley.
- B. <u>Compliance with Governmental Regulations</u>. To the best of Seller's current actual knowledge, there are no orders or directives of any city, county, state or federal authority, for repairs, maintenance work or improvements to be performed on the Property. Seller has received no written notice from any municipal, state or other statutory authority relating to defects in any improvements, or non-compliance with any building code or restriction, applicable to the Property that has not been corrected, or any written notice of or impending expropriation or condemnation of the Property.
- C. <u>Litigation</u>. To the best of Seller's current actual knowledge, there is no dispute, action or litigation pending or threatened respecting the ownership or use of the Property or other interests related thereto.
- D. <u>Contracts, Leases and Agreements</u>. From the Effective Date until the Closing, unless accepted by Greeley in writing, Seller shall not enter into any contracts, leases, licenses, commitments or undertakings respecting the use or maintenance of the Property or the performance of services on the Property by which Greeley would be obligated or liable to any

third party.

- E. <u>Status</u>. Seller has all requisite legal power and authority to own and convey the Property and other interests and perform all of the terms of this Agreement.
- F. <u>Compliance with Law.</u> To the best of Seller's current actual knowledge, Seller has complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Property, and Seller has no current actual knowledge of any proposed order, judgment, decree, governmental taking or other proceeding applicable to Seller, which might adversely affect the Property.
- G. Zoning. Seller has not requested, applied for, or given its consent to, and to the best of Seller's current actual knowledge, there are no pending requests for, zoning variances or changes with respect to the Property or its zoning. The Amended Recorded Exemption Documents shall not be interpreted to be a prohibited activity under this Section.
- H. <u>Right of First Refusal</u>. Seller has confirmed that the conveyance of the Water Shares, pursuant to the terms of this Agreement, is not subject to the right of first refusal contained in Article 11, Section 7, of the Amended and Restated Bylaws of the Larimer and Weld Irrigation Company or Article 11, Section 7, of the Amended and Restated Bylaws of WRCC, Inc.
- 8.2 <u>Certificate</u>. Seller shall provide Greeley with a written certification at Closing confirming that the foregoing representations are true and correct as of the Closing Date.

### ARTICLE 9 COVENANTS

9.1 <u>Continuing Covenants of Seller: Water Rights Adjudication</u>. The parties acknowledge and agree that changes of water rights and/or other water rights adjudications may be necessary to allow Greeley use of the Water Rights for municipal and other uses. Unless this Agreement is terminated pursuant to the provisions herein, Seller agrees that it shall not oppose, but shall cooperate with Greeley, in any actions filed in Water Court or administrative or other proceedings for approval of Greeley's use of the Water Rights. Seller's obligations pursuant to this Section 9.1 shall survive the Closing.

### ARTICLE 10 ENVIRONMENTAL CONDITIONS

- 10.1 <u>Definitions</u>. For purposes of this Article 10, the following terms shall have the following meanings:
- A. "Environment" means any water or water vapor, land surface or subsurface, air, fish, wildlife, biota and all other natural resources.
  - B. "Environmental Laws" means all federal, state and local environmental,

land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the Environment or governing the use, storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local government agencies and authorities with respect thereto.

- C. "Environmental Permits" means all permits, licenses, approvals, authorizations, consents or registrations required by any Environmental Laws in connection with the ownership, use or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substance or the sale, transfer or conveyance of the Property.
- D. "Hazardous Substance" means, without limitation, any toxic, corrosive, or flammable materials, explosives radon, radioactive materials (including naturally occurring radioactive materials ["NORM"] that have been concentrated by industrial or commercial processes), asbestos, urea formaldehyde foam insulation, oil, gas and other petroleum products, polychlorinated biphenyls, methane pollutants, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, including those defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.) ("CERCLA"), the Clean Water Act, as amended (33 U.S.C. Section 1251 to 1387), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and any other applicable Environmental Law and regulations adopted thereunder.
- E. "Release" has the meaning given to that term in CERCLA and the regulations promulgated thereunder.
- 10.2 <u>Representations and Warranties</u>. Except as set forth in "Seller's Disclosure" which appears at the end of this Section 10.2, Seller represents and warrants to Greeley, to Seller's knowledge, as follows:
- A. Other than fertilizers and pesticides used in connection with the use of the Property as a farm, the Land is not being and has not been used for the storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substance or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum-based products.
- B. No storage tanks for Hazardous Substances are, were, or will be located on, in or under the Land at any time prior to the Closing Date.
- C. The soil, subsoil, bedrock, surface water and groundwater of the Land are free of any Hazardous Substances.
- D. Other than minor incidental spills of hydraulic or petroleum products from farm equipment, there has been no Release nor is there the threat of a Release of any Hazardous

Substances on, at or from the Land, or any facilities located thereon, and Seller has not received any form of notice or inquiry from any federal, state or local government agency or authority, any operator, tenant, subtenant, licensee or occupant of the Land or any other person with regard to a Release or the threat of a Release of any Hazardous Substances on, at or from the Land, or any facilities located thereon.

- E. All required Environmental Permits have been obtained and are in full force and effect.
- F. No event has occurred with respect to the Property that, with the passage of time, would constitute a violation of any currently applicable Environmental Law or non-compliance with any Environmental Permit.
- G. There are no agreements, consent orders, decrees, judgments, license or permit conditions or other orders or directives of any federal, state or local court, governmental agency or authority relating to the past, present or future ownership, use, operation, sale, transfer or conveyance of the Property which require any change in the present condition of the Land or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial action or capital expenditures with respect to the Property.
- H. There are no pending actions, suits, claims or proceedings which could cause the incurrence of expenses or costs or which seek money damages, injunctive relief, remedial action or any other remedy that arise out of, relate to or result from (i) a violation or alleged violation of any applicable Environmental Law or non-compliance or alleged non-compliance with any Environmental Permit, (ii) the presence of any Hazardous Substance or a Release or the threat of a Release on, at or from the Land or any facilities located thereon or (iii) human exposure to any Hazardous Substance, noises, vibrations or nuisances of whatever kind to the extent the same arise from the condition of the Land or the ownership, use, operation, sale, transfer or conveyance thereof.
- I. Seller has not received notice that any treatment, storage or disposal facility, or any other place to which Hazardous Substances generated from the Land by Seller or its agent were transported, delivered or came to be located (i) has been, or is now the subject of any Release or threatened Release; (ii) has been, or is now, subject to any threatened or pending federal, state or local investigation relating to compliance with any Environmental Law; or (iii) has been, or is now, subject to any threatened or pending enforcement or remedial action.
- J. There are no studies or surveys indicating the presence on the Land of any species listed as endangered or threatened pursuant to Section 4 of the Endangered Species Act (16 U.S.C. Section 1533).

Seller shall provide Greeley with a written certification at Closing confirming that the foregoing representations are true and correct as of the Closing Date.

SELLER'S DISCLOSURE. SELLER HEREBY DISCLOSES TO GREELEY THAT OIL AND/OR GAS PRODUCTION FACILITIES WERE PREVIOUSLY LOCATED ON THE

LAND, INCLUDING ASSOCIATED STORAGE TANKS AND PIPELINES. SELLER IS UNAWARE AS TO WHETHER ALL SUCH FACILITIES WERE PROPERLY REMOVED FROM THE LAND AND/OR WHETHER ANY OIL OR GAS SPILLS OCCURRED.

- 10.3 <u>Covenants</u>. During its period of ownership of the Land, Seller covenants and agrees to and with Greeley as follows:
- A. Seller shall keep the Land free of all Hazardous Substances and shall not cause or permit the Land or any part thereof to be used for the management, storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substances.
- B. Seller shall comply with all applicable Environmental Laws and shall obtain and comply with all Environmental Permits.
- C. Seller shall not cause or permit any change to be made in the present or intended use of the Land that would (i) involve the management, storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substances or the use of the Land as a landfill or other waste disposal site or for military, manufacturing or industrial purposes or for the storage of petroleum or petroleum-based products, (ii) violate any applicable Environmental Law (iii) constitute non-compliance with any Environmental Permit, or (iv) increase the risk of a Release.
- D. Seller shall promptly provide Greeley with a copy of all written notifications given or received with respect to any past or present Release or the threat of a Release on, at or from the Land or any facilities located thereon.
- E. Seller shall at all times allow Greeley and its officers, employees, agents, representatives, contractors and subcontractors, upon reasonable notice and at reasonable times, access to the Land for the purpose of ascertaining site conditions, including, but not limited to, subsurface conditions.
  - 10.4 Intentionally Deleted.
  - 10.5 Intentionally Deleted.
- 10.6 <u>Survival of Environmental Representations, Warranties, and Covenants</u>. Seller's environmental representations, warranties, and covenants under this Article 10 shall survive the Closing for a period of two years after the Closing Date.
- 10.7 <u>Seller's Knowledge</u>. Any representations or warranties made "to Seller's knowledge," "Seller's actual knowledge," or similar term shall not be deemed to imply any duty of inquiry. For purposes of this Agreement, the term Seller's "knowledge" shall mean and refer only to the actual knowledge of Jill S. Cook, but shall not be construed to impose upon Jill S. Cook any duty to investigate the matter to which such actual knowledge or the absence thereof pertains, or to impose upon Jill S. Cook any individual personal liability, except for any

liabilities related to the non-disclosure of such knowledge.

### ARTICLE 11 CONDITIONS TO CLOSING; REMEDIES

- 11.1 <u>Seller's Conditions</u>. The obligation of Seller to sell and convey the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Seller):
- A. Delivery and execution by Greeley of all monies, items, and other instruments required to be delivered by Greeley to Seller.
- B. All of the actions by Greeley contemplated by this Agreement shall have been completed.
- C. There shall be no uncured default by Greeley of any of its obligations under this Agreement.
- 11.2 <u>Greeley's Conditions</u>. The obligation of Greeley to acquire the Property under this Agreement is subject to the satisfaction of the following conditions precedent or conditions concurrent (the satisfaction of which may be waived only in writing by Greeley):
- A. Delivery and execution by Seller of all items and other instruments required to be delivered by Seller to Greeley.
- B. All of the actions by Seller contemplated by this Agreement shall have been taken.
- C. There shall be no uncured default by Seller of any of its obligations under this Agreement.
- D. The covenants, warranties and representations made by Seller as specifically set forth herein shall be true and correct as of the Closing Date and shall not be deemed waived in the event Greeley shall elect to close pursuant to Section 11.3.A.(3) below.

### 11.3 <u>Failure of Condition</u>.

- A. Except as set forth in subparagraph B below, in the event of a failure of any condition contained in Section 11.2, Greeley may in its sole discretion:
- (1) Terminate this Agreement by notice to Seller, in which event: (a) all funds deposited by Greeley under this Agreement shall be immediately returned to Greeley; and (b) all documents deposited by Greeley or delivered to Seller by Greeley shall be immediately returned to Greeley, and all documents deposited by Seller or delivered to Greeley by Seller shall be immediately returned to Seller; or

- (2) Greeley may waive such default or condition and close the transaction; or
- (3) If the failure of condition consists of a default by Seller that can be cured by action within the reasonable control of Seller, Greeley may elect to treat this Agreement as being in full force and effect and Greeley shall have the right to specific performance or damages, or both.
- B. In the event of a failure of any condition contained in Section 11.1 above, Seller may in its sole discretion:
- (1) Terminate this Agreement by notice to Greeley, in which event Seller shall retain the Deposit as liquidated damages, as is further described in Article 13 below, and all documents deposited by Greeley or delivered to Seller by Greeley shall be immediately returned to Greeley, and all documents deposited by Seller or delivered to Greeley by Seller shall be immediately returned to Seller; or
- (2) Seller may waive such default or condition and close the transaction.

### ARTICLE 12 CONDEMNATION

If prior to Closing all or a "Material Part" (defined below) of the Property is subject to a proposed taking by any public authority, Seller shall promptly notify Greeley of such proposed taking and Greeley may terminate this Agreement by notice to Seller within fourteen (14) days after written notice thereof. If Greeley so elects, and following the return of the Deposit to Greeley, this Agreement (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement) shall be of no further force and effect. If Greeley does not so terminate this Agreement, Greeley shall accept title to the Property subject to the taking without a reduction in the Purchase Price and shall receive at Closing an assignment of all of Seller's rights to any condemnation award and Greeley shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. A "Material Part" of the Property for purposes of this Article 12 shall mean a portion that would have a material adverse effect on Greeley's use of the Property as determined by Greeley in its good faith judgment.

### ARTICLE 13 LIQUIDATED DAMAGES

If Greeley defaults in any of its obligations under this Agreement, Seller's exclusive remedy shall be to terminate this Agreement and retain the amount of the Deposit described in Sections 3.2 and 3.3 ("Specified Sum"), as liquidated damages. SELLER AND GREELEY ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE AND THAT THE SPECIFIED SUM IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES.

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### ARTICLE 14 BROKERAGE

Hayden Outdoors, LLC, which represents Seller, is entitled to payment of a brokerage commission by Seller from the proceeds of this transaction in accordance with the terms of a separate written agreement ("Brokerage Commission"). Hayden Outdoors, LLC has agreed to share the Brokerage Commission with HydroSource, Inc., which represents Greeley, in accordance with the terms of a separate written agreement. Aside from the foregoing Brokerage Commission, Seller and Greeley hereby warrant to each other that there are no other real estate agents or other brokers or finders involved in this transaction who are entitled to receive a brokerage or finder's fee. Seller agrees to indemnify Greeley and hold Greeley harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Greeley by reason of any claim to any broker's, finder's or other fee in connection with this transaction by any third party claiming by, through or under Seller, excluding, however, any party claiming through Greeley, its successors or assigns. This obligation shall survive the Closing of this transaction.

### ARTICLE 15 NOTICES

Any notice or other communication given by any of the parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; (iv) on the date and at the time shown on the facsimile if telecopied to the number specified below and receipt of such telecopy is acknowledged in writing by the intended recipient; or (v) on the date and at the time shown on the e-mail message if acknowledged in writing by the intended recipient:

#### If to Seller:

Wynona B. Thayer Revocable Trust Attention: Jill S. Cook 5450 East County Road 32E Fort Collins, Colorado 80528

Telephone: (970) 420-9332 Email: cookdvm4@gmail.com

#### With a copy to:

Timothy W. Hasler, Esq. Hasler, Fonfara and Goddard LLP 125 South Howes Street, 6th Floor Fort Collins, Colorado 80521 Telephone: (970) 493-5070

Facsimile: (970) 493-9703 Email: timh@hfglawfirm.com

#### If to Greeley:

City of Greeley, Water and Sewer Department

Attention: Cole Gustafson, Ag Water & Farm Asset Coordinator

1001 11th Street, 2nd Floor

Greeley, CO 80631

Telephone: (970) 350-9816 Facsimile: (970) 350-9805

Email: cole.gustafson@greeleygov.com

### With a copy to:

City of Greeley

Attention: Senior Assistant City Attorney

1100 10<sup>th</sup> Street, Ste. 401 Greeley, CO 80631

Telephone: (970) 350-9762 Facsimile: (970) 350-9763

Email: jerrae.swanson@greeleygov.com

### ARTICLE 16 MISCELLANEOUS

- 16.1 <u>No Waiver of Governmental Immunity/No Third Party Beneficiary</u>. This Agreement shall not create any duty of care or liability with respect to any person or entity not a party to this Agreement, or waive any of the privileges or immunities Greeley or its officers, employees, successors and assigns may present pursuant to law, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as amended.
- 16.2 <u>Seller 1031 Exchange</u>. At the request of Seller, Greeley shall cooperate with Seller in the achievement of a tax-deferred real estate exchange pursuant to Section 1031 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. A material part of the consideration to Seller is Greeley's promise of cooperation. Greeley shall not be required to incur any additional liability or expense in connection with Seller's tax-deferred exchange transaction nor shall Greeley be required to accept title to any real property other than the

Property described hereinabove.

- 16.3 <u>Time</u>. Time is of the essence as to each provision of this Agreement and the performance of each party's obligations hereunder.
- 16.4 Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of this Agreement or to enforce any indemnity, the prevailing party shall be awarded its attorneys' fees and expenses, in addition to any other relief granted. The phrase "prevailing party" shall include a party who receives substantially the relief desired whether by dismissal, summary judgment, judgment or otherwise. This provision shall survive the termination of this Agreement.
- 16.5 <u>No Waiver</u>. No waiver by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing and shall not be considered to be a waiver by such party of any other covenant or condition hereunder.
- 16.6 <u>Entire Agreement</u>. This Agreement contains the entire agreement among the parties regarding the Property and supersedes all prior agreements, whether written or oral, among the parties regarding the same subject. This Agreement may only be modified by mutual written agreement duly authorized and executed by the parties.
- 16.7 <u>Survival of Representations and Warranties</u>. Except as otherwise provided in Articles 8 and 10, all representations, obligations, liabilities, warranties, covenants, agreements and monetary obligations of Seller and Greeley as set forth in this Agreement shall survive the Closing and consummation of this transaction contemplated by this Agreement until the complete discharge thereof.
- 16.8 <u>Successors</u>. Subject to Section 16.9, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 16.9 <u>Assignment</u>. Seller and Greeley shall have the right to assign all or any part of their interests in this Agreement and the Property as they shall determine without the prior written consent of the other party, provided that no such assignment shall relieve either of the parties from its respective obligations hereunder if such obligations are not properly discharged by the assignee of such party. In the event either of the parties shall elect to exercise their right of assignment as set forth in this Section 16.9, such party shall give not less than fourteen (14) days' prior written notice to the other party of such assignment and, without releasing the assignor from its liabilities hereunder, the assignee shall agree to assume and discharge any then remaining duties and obligations under this Agreement.
- 16.10 <u>Relationship of the Parties</u>. The parties acknowledge that neither party is an agent for the other party, and that neither party shall or can bind or enter into agreements for the other party.

- 16.11 Governing Law and Construction. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Colorado. The parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- 16.12 <u>Possession</u>. Seller shall deliver to Greeley possession of the Property on the Closing Date, subject to the Permitted Exceptions, including the Existing Lease, if applicable.
- 16.13 <u>Review by Counsel</u>. The parties acknowledge that each party and its legal counsel have reviewed and approved this Agreement.
- 16.14 <u>Calendar Days</u>. In the event any time period set forth in this Agreement commences, expires or is determined from a date which falls on a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day, the date of such commencement, performance, expiration or determination shall automatically be extended to the next business day which is not a Saturday, Sunday, legal holiday of the State of Colorado or other non-business day.
- 16.15 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement. This Agreement shall only be effective when counterparts are signed by both Seller and Greeley.
- 16.16 Acceptance. Upon execution and delivery of this Agreement by Seller or Greeley, this Agreement shall constitute an offer to purchase the Property on the terms and conditions set forth herein. The foregoing notwithstanding, any party may revoke its execution and delivery at any time prior to the execution and delivery by the other party(ies), by delivering oral or written notice (which need not conform with the requirements of Article 15 hereof) of such revocation to the other party(ies).

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set opposite their respective signatures below.

SELLER:

WYNONA B. THAYER REVOCABLE TRUST

By: September 10, 2019
Name: MI S. Cook

Title: Trustee

[GREELEY'S SIGNATURE PAGE FOLLOWS]

GREELEY: THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, acting by and through the Greeley Water and Sewer Board.

DocuSigned by: Harold Evans

Name: Harold Evans

DocuSigned by: Roy Otto

Title: Chairman of the Water and Sewer

Board

ATTESTED AND APPROVED AS TO SUBSTANCE:

Secretary of the Water and Sewer Board and City Manager

**AVAILABILITY OF FUNDS:** 

DocuSigned by: Rence Wheeler

RECOMMENDED:

Director of Water and Sewer

Date: September 26 2019

APPROVED AS TO LEGAL FORM:

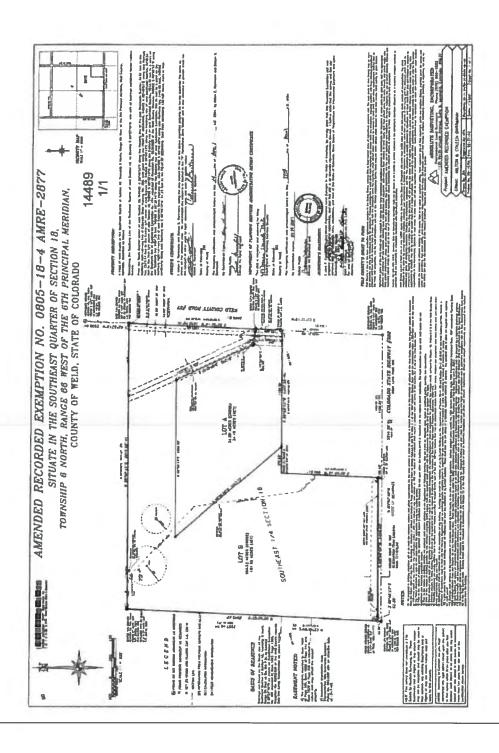
### EXHIBIT "A-1" TO PURCHASE AND SALE AGREEMENT (Thayer Farm)

Legal Description of the Entire Property

Lots A and B of Amended Recorded Exemption No. 0805-18-4 AMRE-2877, recorded April 22, 2004, at Reception No. 3172843, being a part of the Southeast 1/4 of Section 18, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado.

## EXHIBIT "A-2" TO PURCHASE AND SALE AGREEMENT (Thayer Farm)

Depiction of the Entire Property (See attached Plat)



### EXHIBIT "B-1" TO PURCHASE AND SALE AGREEMENT (Thayer Farm)

### Legal Description of the Land

That newly created lot of the Amended Recorded Exemption that will be comprised of Lot A and Lot B, less a seven (7) acre parcel located in the northeast corner, of Amended Recorded Exemption No. 0805-18-4 AMRE-2877, recorded April 22, 2004, at Reception No. 3172843, being a part of the Southeast 1/4 of Section 18, Township 6 North, Range 66 West of the 6th P.M., County of Weld, State of Colorado, and as generally depicted on Exhibit "B-2."

[To be revised upon completion of the Amended Recorded Exemption pursuant to Sections 4.1 and 6.1 C of the Agreement, respectively]

# EXHIBIT "B-2" TO PURCHASE AND SALE AGREEMENT (Thayer Farm)

Depiction of the Land (See Attached Map)

Proposed lots



Retained Property Lot A 7 Acres

### EXHIBIT "C-1" TO PURCHASE AND SALE AGREEMENT (Thayer Farm)

### Description of Water Shares

Four (4) shares of stock in The Windsor Reservoir and Canal Company, represented by Stock Certificate No. 714 (for two [2] shares) and Stock Certificate No. 790 (for two [2] shares), three (3) shares of stock in The Larimer and Weld Irrigation Company, represented by Stock Certificate No. 6395, and one-half (1/2) share of stock in The Roullard Lateral Company, represented by Stock Certificate No. 416, together with all rights, title, and interest of Grantor in and to the water rights, structures and all other interests represented thereby.

### WATER & SEWER BOARD AGENDA DECEMBER 18, 2019

ENCLOSURE	NO ENCLOSURE X

ITEM NUMBER: 6

TITLE: WELCOME NEW EMPLOYEES

RECOMMENDATION: INFORMATION ONLY

### ADDITIONAL INFORMATION:

Staff to introduce and welcome new full-time employees starting employment in May within the department.

■ Brian Dunlap, Meter Shop Superintendent – start date 12/12/2019

### WATER & SEWER BOARD AGENDA DECEMBER 18, 2019

ENCLOSURE _	_X	NO ENCLOSURE
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ITEM NUMBER: 7

TITLE: CIP REPORT - 2ND & 3RD QTR

RECOMMENDATION: CIP REPORT - 2ND & 3RD QTR

ADDITIONAL INFORMATION:

STAFF TO PROVIDE UPDATE.

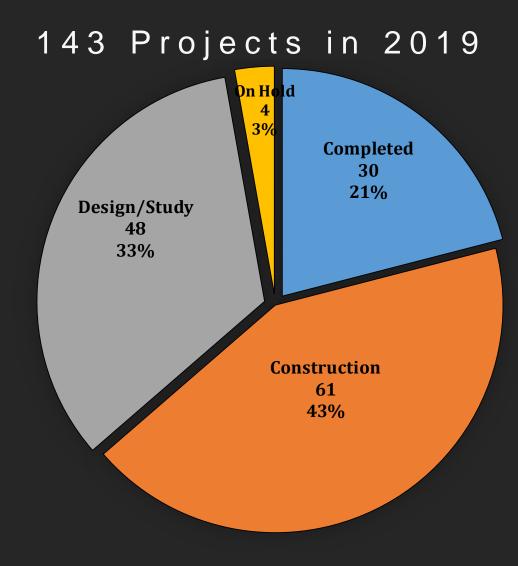
# 3 rd QUARTER CIP UPDATE WATER & SEWER BOARD MEETING DECEMBER 18, 2019

# 2019 PROJECTS

2019 has been another busy year for the City of Greeley with 143 capital improvement projects (CIP) budgeted citywide for a total budget of \$224,351,056. The pie chart to the right is a summary of the status of all City the projects.

The table below is a summary of the 2019 projects by fund. The number projects is the total number of projects funded. The number of active projects are those that have not been completed or placed on hold.

			# REMAINING	2019
FUND	# PROJECTS	#COMPLETE	ACTIVE	BUDGET
Fund 301 - Public Improvement	10	2	8	\$ 28,967,026
Fund 304 - Food Tax	27	11	16	\$ 4,630,416
Fund 312 - Transportation Development	4	0	4	\$ 10,203,650
Fund 316 - Trails Development	3	2	1	\$ 1,024,417
Fund 318 - Quality of Life	16	3	13	\$ 14,050,405
Fund 320 - FASTER	4	0	4	\$ 1,331,690
Fund 321 - Keep Greeley Moving	9	0	9	\$ 13,341,606
Fund 322 - 2016 City Center	2	1	1	\$ 7,308,076
Fund 402 - Sewer Construction	6	1	5	\$ 7,282,689
Fund 403 - Sewer Capital Replacement	13	3	10	\$ 12,829,051
Fund 405 - Water Construction	6	0	6	\$ 66,011,618
Fund 406 - Water Capital Replacement	23	6	17	\$ 39,596,132
Fund 407 - Water Rights Acquisition	3	0	3	\$ 7,805,000
Fund 412 - Stormwater Construction	6	1	5	\$ 8,172,119
Fund 413 - Stormwater Replacement	11	0	11	\$ 1,797,161
Grand Total	143	30	113	\$ 224,351,056



### PROJECT STATUS

Projects on Hold					
Fund	Project Title	Budget			
Fund 304 - Food Tax	ADA - Island Grove and Sunrise Splash Pad Accessibility Issues	181,872			
Fund 318 - Quality of Life	Northridge Estates Neighborhood Park and Trailhead	1,475,000			
Fund 405 - Water Construction	Distribution Line Extension & Oversizing	115,200			
Fund 406 - Water Capital Replacement	Poudre Ponds Erosion Protection	800,000			
Grand Total		\$ 2,572,072			

FUTURE PROJECTS						
Project Title	Future Expenditures					
Windy Gap Firming	53,500,000					
8th Street Complete Street Improvements	5,876,211					
Fire Station #6	3,800,000					
Milton Seaman Permitting	3,746,830					
CDOT I-25 Transmission Line Relocation	3,450,000					
Fire Station #2 Replacement	3,200,000					
Inspire Discovery Park and East Memorial Improvements	2,829,698					
10th S. Access Improvements Phase 2	2,663,094					
65th Ave./34 Bypass - Frontage Road Relocation and North 65th Ave. Roa	2,639,971					
Nitrification Project Phase 2	2,301,814					
Boyd WTP Process Improvements	2,037,842					
Ashcroft Draw Sewer Phase 2	1,875,019					
Railway Quiet Zone - Union Pacific Downtown	1,596,849					
WPCF SCADA System Upgrade	1,586,571					
Northridge Estates Neighborhood Park and Trailhead	1,475,000					
7th Avenue Storm Drain	1,393,499					
Trails at Sheep Draw Subdivision to Design and Construct a Neighborhoo	1,300,000					
East Greeley Fishing Pond (1st Ave. & 31st St.)	1,000,000					
Projects Less than \$1 Million	10,972,197					
Grand Total	\$ 107,244,594					

\*Future years are multi year projects in 2019 that will continue into 2020 and beyond. Below is a list of major projects that will continue into 2020:

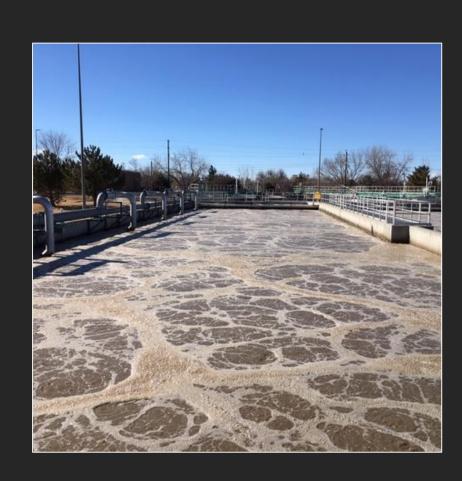
# Active & Completed Projects

# WPCF BLOWER REPLACEMENT PROJECT

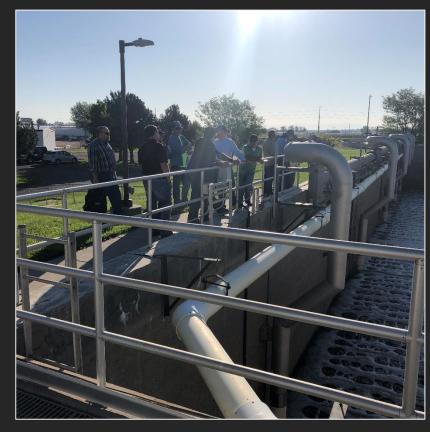


TOTAL COST: \$1,618,791

## NITRIFICATION PROJECT – PHASE 2







Utilization

Evaluation of Aeration Efficiency of Aeration **Diffusers** 

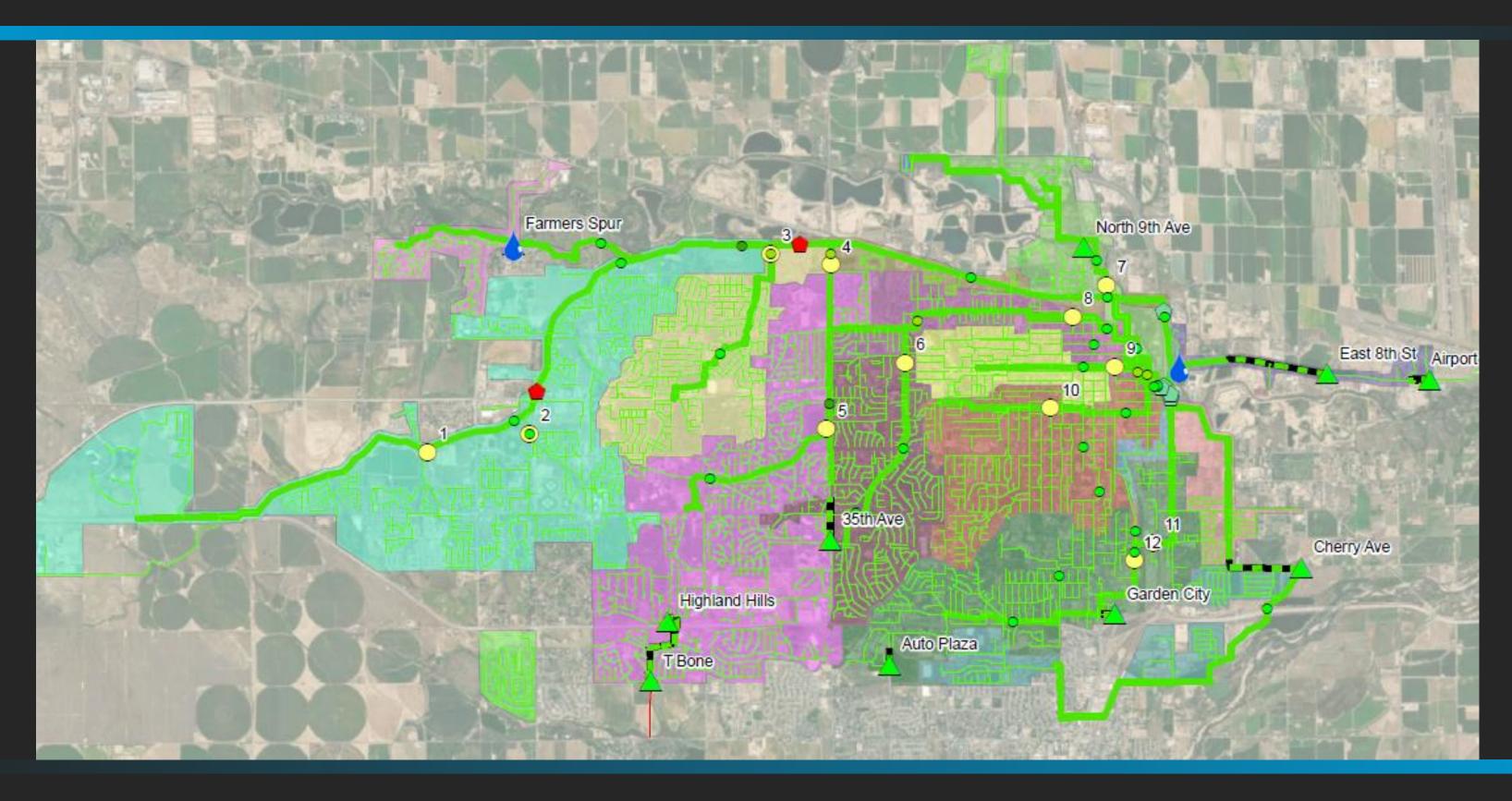
Coring Concrete to **Determine Structural** Strength

On Going Electrical and SCADA System Evaluations

2019 COST: \$5,734,309

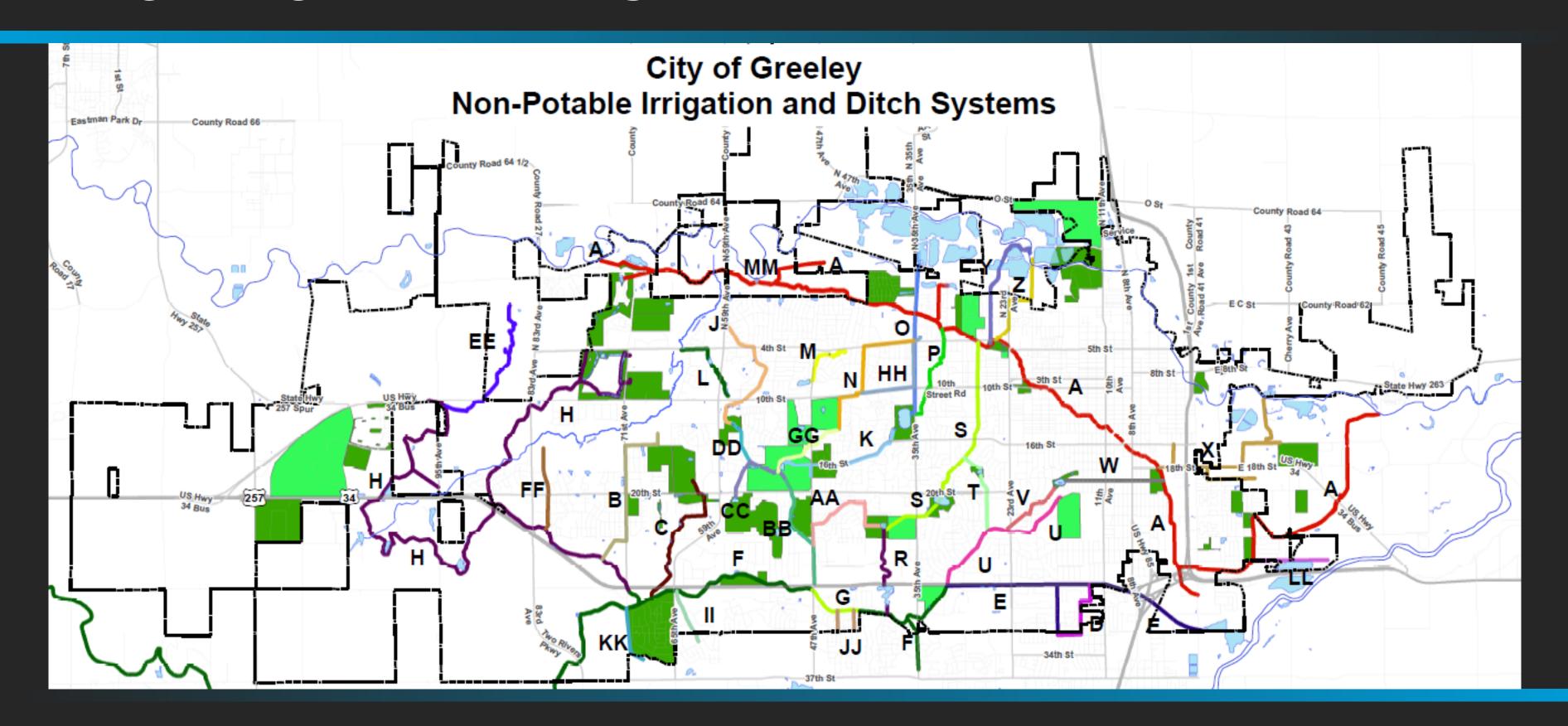
2020 COST: \$20,411,490

# SANITARY SEWER MASTER PLAN UPDATE

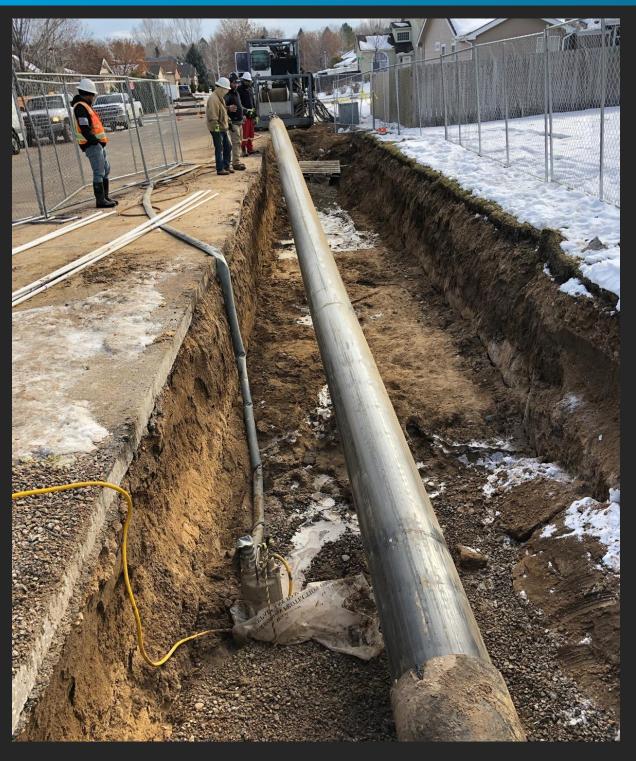


Total Cost: \$600,978

## NON-POTABLE MASTER PLAN



### TRANSMISSION SYSTEM REHABILITATION







New Pipeline Segment

**PVC Pipe Installation** 

Lining a Pipe Segment

### DISINFECTION OUTREACH & VERIFICATION







New VFD's & Controls for the Existing 800 hp Pumps

Elimination of Existing Pumps in South Clearwell

New Baffle Walls in 2 Million Gallon Clearwell

TOTAL COST: \$2,696,554

### BOYD FILTER MEDIA REPLACEMENT





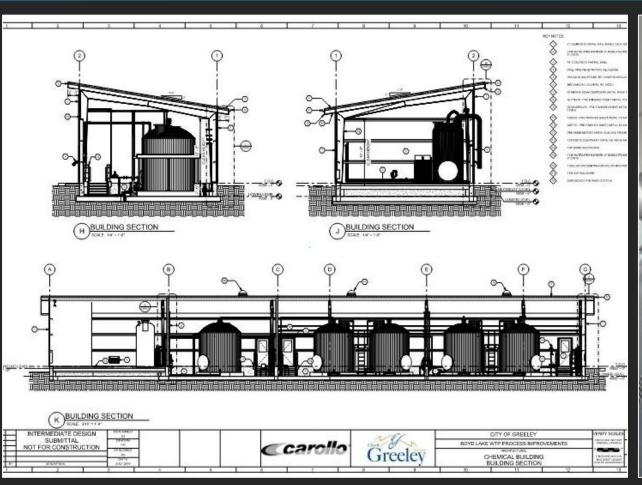


Raw Bags of Media

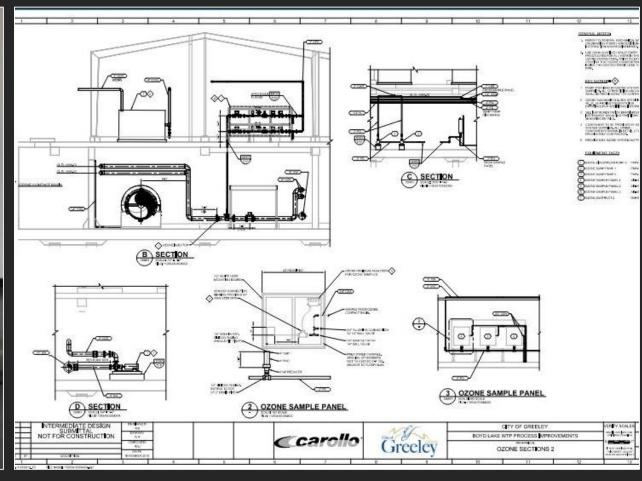
Finished Sand Installation Installation of Anthracite

BUDGETED COST: \$955,259

# BOYD WTP PROCESS IMPROVEMENTS







**New Chemical Building** 

Proposed New Ozone Generators

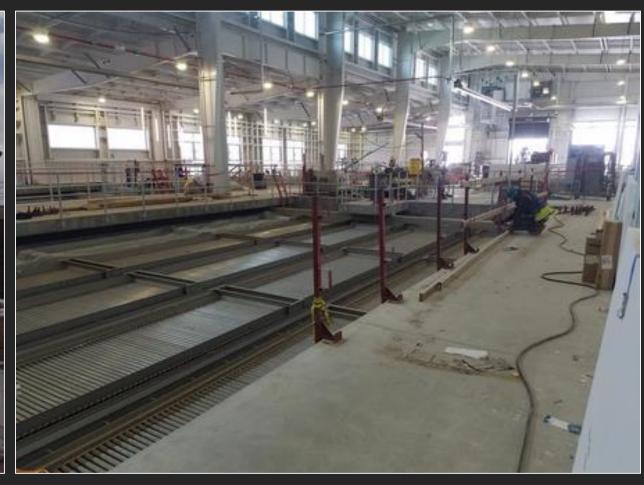
Design of Ozone System

2019-2021 BUDGETED COST: \$12,435,980

### BELLVUE 20 MGD TREATMENT TRAIN REPLACEMENT







Completed Filter Underdrains

New Treatment Building from Exterior

New Treatment Building from Interior

BUDGETED COST: \$25,457,710

# THANK YOU!

Any Questions?

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
	Fund 40	02 - Sewer Consti	ruction			
7th Ave Sanitary Sewer Improvements	This project will upsize existing infrastructure for proposed development within the Downtown Development District. The existing infrastructure adequately conveyed existing flows however future development and proposed densification within the downtown district will require the system to be upsized. This project will divert upstream existing flows that historically flowed to 8th Avenue towards 7th Avenue. The existing mains within 7th Avenue will be upsized as necessary to convey future flows.	The 7th Avenue project is currently under construction as the City (Public Works and Water and Sewer) are under contract with J2 as the CMAR Contractor for the completion of the project. The proposed project will increase sanitary sewer and storm capacity, replace an old water main and provide an improved street section for residents along 7th Avenue from 13th Street to 16th Street. The project is currently scheduled for completion in November of 2019.	Construction	1,374,337	1,481,999	11/29/2019
North Greeley Sewer Phase 2A	Construction of 7400 LF of 36" sewer main from 11th Avenue and H Street along the Poudre River to the East Greeley Interceptor. Project consists of 2 river crossings and bored crossings of 8th Avenue, Union Pacific Railroad, and 6th Avenue. Approximately 1300 LF of Phase IIA will be constructing in 2019. The remainder is planned to be constructed in 2023 depending on development need. The 2022 scope includes re-permitting the project, revising the bid documents to address scope revisions, and Subsurface utility investigation required as a part of new State Regulations.	The reduced scope of the project has been constructed and is complete. The Real Estate Department is currently working on securing the Temporary Construction Easements along the project alignment that expired in 2017. Acquisition of these easements will allow us to construct the remainder of the project as it is needed with development.	Completed (Punch List Done)	2,558,253	4,401,589	5/1/2019
Poudre Trunk Phase 2	Design and construct 6,200 feet of 27 inch sewer trunk main along the Poudre River from 83rd Avenue west to 95th Avenue and 4,300 of 18 inch sewer trunk main in 95th Avenue south to 4th Street. This trunk line would serve developments north of 10th street and west of 83rd avenue. This project scheduled for design in 2017 and construction in 2020. Includes Ditch crossing, traffic control 83rd Avenue Crossing 3 transmission lines, Ground water assumed in WCR 62. Design planned to start in early 2018.	Poudre Trunk Line. Design work started in June	Design/Study	290,186	2,448,245	5/31/2019

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
Ashcroft Draw Sewer Phase 2	Construction of 18" sanitary sewer main along 71st Avenue from 22nd Street to Sheep Draw Trunk Line. This phase is an extension of Phase I which was completed in 2017 to provide initial service for proposed development within St Michaels. Phase II is sized to convey full build out flows of the Ashcroft Draw Basin located within the City of Greeley to the Sheep Draw Trunk Line. The alternative alignment analysis determined that the best route for the sewer would be up 71st Avenue. Since Public Works is widening 71st Avenue this project has been accelerated to install the sewer prior to the roadway improvements.	The remaining portion of the Ashcroft Draw Phase II pipeline has being designed with construction slated to begin in November of 2019. Permanent easements have been obtained for the construction of this segment of pipeline. Utility relocations are required to construct the pipeline and are being negotiated with local utility companies. Phase IIB will be constructed as a part of the 3 year renewable CMAR contract awarded to Connell Resources once utilities are relocated.	Design/Study	1,959,913	2,300,000	2/29/2020
83rd Ave. Sewer Project	a point that is approximately 1/4 mile north of 10th Street. The main will provide sewer service for future	A development was proposing to design and construct the 83rd Ave Sewer Project and the City to reimburse for oversizing of the sewer main. However, the project is no longer moving forward. The City is planning to work with the design consultant to finalize the design and will save the project for when the improvements need to be constructed.	Design/Study	330,000	330,000	
Ashcroft Draw Basin Lift Station	Construction of a new sanitary sewer lift station to serve portions of the City of Greeley tributary to the Ashcroft Draw Basin including St Michaels.	The City hired Alan Plummer Associates Inc (APAI) to complete the design for the Ashcroft Lift Station. APAI will size, locate, and design both the lift station and the force main. Design began in mid-August 2019. To aid the design, the City hired RETTEW Associates to complete survey and subsurface utility engineering (SUE) for the lift station location. Survey and SUE work began in mid-August 2019.	Design/Study	770,000	3,805,000	12/31/2020

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date			
rioject	Fund 403 - Sewer Capital Replacement								
Sewer Collection System Rehabilitation	City typically replaces two to three blocks of line each year, focusing on the worst problem areas. The budget has been consolidated with Manhole Rehabilitation which includes rehabilitation of various manholes with severe corrosion issues using	an emergency repair of a 21" sewer line crossing the Poudre River. The existing pipe was exposed and required emergency repair to ensure that the pipe was protected prior to spring runoff. W&S utilized Connell Resources who is W&S 3 year renewable CMAR contactor for collections and distributions projects. The project is complete.	Construction*	298,000	298,000	5/11/2018			
Trenchless Main and Collector Rehabilitation	This annual program renews about 1% of the sewer system using cured-in-place pipe. The program focuses on the sewers in the worst condition as identified by the City's TV inspection and by maintenance records. The criteria which the priority for lining projects has been modified to evaluate the likelihood and consequences of a sewer main failing creating a risk rating.	The City has provided Insituform with the scope for 2019 work and is entering into contract with Insituform for the 2nd year of a 3 year renewable contract. It is planned to start cleaning operations in November of 2019 with construction completed by the end of 2019.	Construction*	650,518	650,518	12/31/2019			

						Construction
				2019	Lifetime	Completion
Project	Scope	Update	Status	Budget	Budget	Date
WWC Sewer System	This program covers repairs of sanitary sewer	Wastewater Collections is replacing manhole	Construction*	197,500	197,500	10/31/2018
Rehabilitation	manholes and main lines done by Wastewater	frames and covers as required with overlays being				
	Collection crews. Examples of these repairs include	completed this year.				
	replacement of existing manholes, point repairs to					
		It was planned to repair 26 manholes to control				
	miscellaneous repair parts, drop repairs and	infiltration by the injection of hydrophilic grout,				
	installations, channel repairs and other needed repairs					
	to existing infrastructure. The replacement of	enough to identify the leaking locations. This year				
	, ,	river levels remained low which did not allow for				
	71 0	infiltration and leaks to be identified.				
	been consolidated with Lift Station Rehabilitation					
	,	WWC completed the coating of 5 manholes				
	·	located downstream of the force main discharge				
	Needs from this study have been addressed; however,	•				
		had degraded and corroded the manhole concrete				
	stations to insure they are operating efficiently.	requiring the manholes to be epoxy coated.				
		WWC is working on the installation of flow meters				
		for LS4, 16, and 17 on the force mains and has				
		completed the installation of flow meters for LS 9				
		and 16. These flow meters will be connected to				
		SCADA and will allow for operations to better track				
		flow through the force mains, tracking pump				
		efficiency and replacement and additional				
		maintenance needs.				
		It is planned to install access points on long force				
		mains for LS 9 and 16 to improve inspection and				
		maintenance access.				

				2019	Lifetime	Construction Completion
Project	Scope	Update	Status	Budget	Budget	Date
Wastewater Flow Monitoring Program	Staff will install flow meters on major sewer collection trunk lines throughout the city to monitor flows on its major sewer trunk mains. The monitoring of these flow will help determine the locations of concentrated maintenance efforts.	The City has completed the installation of two permanent flow meters in time for flow monitoring that was completed as a part of the	Completed (Punch List Done)*	50,000	50,000	11/5/2018
Lift Station #13 Rehabilitation	Rehabilitation needs at Lift Station #13 to address multiple site issues including a point repair just upstream of the wet well, concrete settlement issues, inclusion of a bypass pumping connection on the force main, and correction of nuisance runoff that enters the dry well where all of the electrical equipment is located. As a part of the design scope the consultant will also perform additional evaluation of the lift station for any other appropriate rehabilitation.	for the rehab of the lift station in October of 2019	Design/Study	340,000	340,000	4/1/2019

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
Sanitary Sewer Master Plan Update	Update the existing master plan to analyze the existing infrastructure and provide direction on a 5 year and 20 year CIP plan to address system capacity and infrastructure needs. The masterplan will also provide direction on how the City wastewater collection system will serve the City of Greeley up to the LREGA.	The City has entered into contract with CDM Smith to provide engineering services in development of the Sanitary Sewer Masterplan. Water and Sewer is also working to enter into contract with CDM Smith on the potable water and non-potable water masterplans to insure consistency amongst all 3 studies.  The consultant has completed two months of flow monitoring in the collection system. They are currently calibrating the data, cleaning up the 2014 model, developing demand assumptions based on meter data, and distribution of population projections and flow assumptions up the LREGA. The consultant has finalized the 208 Utility Report with submittal to NFRWQPA for approval. The utility report will to amend the 208 boundary to be consistent with the LREGA. An update of this report to NFRWQPA will allow for permit approval with CDPHE for the Ashcroft Lift Station and Poudre Trunkline extension.		600,978	976,743	
WPCF Master Plan Update	The Water Pollution Control Facility (WPCF) Master Plan is updated every five years. The last Master Plan focused on the biosolids systems and was completed in 2012. This update will focus on primary treatment processes and biological nutrient removal. The updating process will also incorporate the necessary changes for the planning, prioritization of work, and budgeting of future plant projects.	Carollo Engineers was selected as the consultant for the project. The study commenced with a project kickoff meeting on September 18, 2017. Phase I of the Master Plan is well underway and focuses on the basis of planning and tool development; phase 2 will include needs and alternatives analysis, and the final phase is the implementation and documentation of the Master Plan. The Master Plan was completed within budget in late November 2018.	Completed (Punch List Done)	25,822	560,297	11/30/2018

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
Utility Billing	The current Utility Billing software is at its end of life. It will be replaced with a new system that will enhance customer service and reporting capabilities.	Эринг	Design/Study	300,000	300,000	
	systems for the primary digesters, boiler heating		List Done)	145,701	8,182,674	2/28/2019
General Rehabilitation Projects	power supply units (UPS), equipment sensors, UV	This comprises of general rehabilitations projects, including repair and replacement, required at the WPCF. Projects that have been completed this year include both planned projects and emergency rehabilitation projects. A few of the projects completed include influent sampling, primary pump rehabilitation, UV gate replacements, RAS pump rehab, grit chamber emergency electrical repair, and repair of the DEMON building roof. Projects in progress include design/replacement of DEMON system pump, Primary Sludge Pump Station HVAC system, LSG Vault rehab, and routine on-going rehabilitation work.		984,432	984,432	

						Construction
_				2019	Lifetime	Completion
Project	Scope	Update	Status	Budget	Budget	Date
WPCF Blower	Replace the existing six turbo blowers with new	Hydro Construction (CMAR Contactor) has	Completed (Punch	1,618,791	2,723,935	10/16/2019
Replacement Project	blowers. In 2017, a blower evaluation study was	completed the installation of the Sulzer Blowers	List Done)			
	performed and it was decided that the project would	and the majority of the scope of work with only				
	be divided into two phases. Phase I would change out	punch list items remaining.				
	three of the existing six 300 HP blowers with new high-					
	speed turbo (HST) blowers. Design work for Phase I					
	began in 2017, and selection of the new blower					
	manufacturer will be made by late February 2018.					
	Final design occurred in late summer 2018.					
	Installation of the three new blowers is anticipated to					
	be completed by Spring of 2019. Piping modifications					
	would be required to address suction/discharge piping					
	differences between the existing and new blowers.					
	Phase II is planned to be a part of Phase 3 of the WPCF					
	Masterplan. At that time, the remaining three old 300					
	HP blowers would be replaced with new units and the					
	two MSCBs would be removed.					

				2019	Lifetime	Construction Completion
Project	Scope	Update	Status	Budget	Budget	Date
Nitrification Project Phase 2	Phase II would include upgrades to the wastewater treatment plant's four aeration basins to provide for biological nutrient reduction (BNR). This project is necessary in order for the WPCF to comply with State of Colorado nutrients regulations promulgated in 2012. The State will be issuing a new discharge permit that will have more stringent nutrient limits for total inorganic nitrogen and total phosphorus in its discharge permit. The time table was supposed to be 2018 or 2019, however the permit may not be issued for a couple of years based on recent conversations with the State. The construction phase will include new anaerobic and anoxic basins, one new aerated basin, rehabilitation of the existing basins including, modifications of the process from series to parallel for improved operations and maintenance, new mixed liquor return piping, new return activated sludge pump station, new mixing equipment for denitrification, rerouting of centrate from the headworks to the aeration basin, and additional on-line instrumentation.	drawings and the City is awaiting pricing in the beginning of October. An early work amendment (EWA) is planned for the spring of 2020 to include site access and routing modifications, site utility modifications, site earthwork, dewatering, excavation, and basin slab construction. It is anticipated final design approval with a guaranteed maximum price will be completed in August of 2020. Notice to Proceed will be issued shortly thereafter with construction completion estimated in June of 2022.	Design/Study	5,734,309	25,925,309	6/30/2022
WPCF SCADA System Upgrade	This project replaces existing programmable logic controllers (PLC's), ancillary equipment, communication cables, and control system for the Water Pollution Control Facility's (WPCF) SCADA (Supervisory Control and Data Acquisition) system. Design work will commence in 2018.	This project replaces existing programmable logic controllers (PLC's), ancillary equipment, communication cables, and control system for the Water Pollution Control Facility's (WPCF) SCADA (Supervisory Control and Data Acquisition) system. Design work was started in September of 2018 and has completed the construction drawings in September of 2019. Construction is anticipated to start in the fourth quarter of 2019 and will be coordinated with other Nitrification Phase II improvements.		1,883,000	1,923,000	6/30/2020

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
	Fund 40	05 - Water Consti	ruction			
Windy Gap Firming		All permits for the project have been obtained; however, environmental groups have challenged permit issuance in federal court. There also remains outstanding State water court action adding front range storage at Chimney Hollow to decreed uses. Northern Water and their consultants have completed 90% of the engineering design of the dam. Construction is expected following resolution of litigation.	Design/Study	53,500,000	57,262,461	1/1/2020
Milton Seaman Permitting	This project consists of the permitting of an enlarged Milton Seaman Reservoir (or alternative) as part of a Seaman Water Management Project. This reservoir will increase Greeley's water storage and supply in order to meet future water supply needs. This is a multi-year effort to develop an environmental impact statement and associated environmental permitting for this project.	Staff continues to make progress towards obtaining a permit from the US Army Corps of Engineers. The current focus among Staff, consultants, and federal and state agencies is developing water supply alternatives to be evaluated in the permit. The project team continues evaluating baseline environmental conditions and developing mitigation options.	Design/Study	8,563,711	21,957,571	1/1/2035
Distribution Line Extension & Oversizing	This program provides for reimbursement to developers for installing oversized pipe at the request of the City. The program can also fund extensions between completed subdivisions to improve the pipe network system. Oversizing reimbursement is anticipated for Boomerang Ranch, Northridge, and Owl Ridge subdivisions.	This is an annual program for the reimbursement to developers for City requested pipeline oversizing and extensions.	On Hold	115,200	2,640,136	12/31/2018

Project	Secure	Undata	Status	2019	Lifetime	Construction Completion
Project  Bellvue Pipeline-Gold  Hill Segment	This project is the Design and Construction of the Gold Hill Segment of the 60" Bellvue Transmission Main. It is approximately 4 miles long and will extend along HWY 257 from the Poudre River in Windsor south to Gold Hill. Final route selection, permit and easement acquisition, design and construction will be part of this multi-year project. The first Phase of construction in 2020 and 2021 would be to complete approximately 4000 feet of pipe installation and a HWY 257 crossing to install pipe in advance of expected development in that area.	for the entire Gold Hill Segment. Easement offer has been made to Windsor property and others will soon follow. Consultant has been selected in September 2019 for the Engineering Design of the	Right of Way(ROW)/Land Acquisition	586,153	<b>Budget</b> 4,705,999	<b>Date</b> 6/25/2021
Disinfection Outreach and Verification	The goal of the project was to install online sampling instrumentation on Greeley's transmission lines and/or water treatment plants, and construct other necessary improvements as needed to comply with surface water treatment rule and Disinfection Outreach and Verification Effort program by CDPHE.	City selected Providence Infrastructure Consultants to work on this project. The Consultant and City has conducted low flow tracer test to identify the baffling factors through the Bellvue plant processes and high flow test was completed on the clearwell. The disinfection evaluation for Bellvue and Boyd Lake Water Treatment Plants has also been completed and has been approved by CDPHE. The design and construction of improvements for Bellvue WTP and Boyd Lake WTP is completed.	Completed (Punch List Done)	2,696,554	3,004,999	4/1/2019
Non-Potable Master Plan	Non-Potable distribution system analysis based on recommendations from the 2014 Water Master Plan Update. The 2014 Master Plan Update was canceled, and this project is was canceled as well.	Non-Potable distribution system analysis based on recommendations from the 2014 Water Master Plan Update. The 2014 Master Plan Update was canceled, and this project is was canceled as well.	Construction	550,000	550,000	

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
	Fund 406 - '	<b>Water Capital Re</b>	placer	nent		
Water Operations Master Plan	The Water Operations Plan is a SharePoint system designed for capturing and documenting the copious amounts of paper data the water and sewer department has. It is also capturing the vast knowledge of an aging workforce before they retire.	Work on this project will be on-going through 2018 with priorities on operations of the water and sewer infrastructure and transfer of knowledge from seasoned staff retiring in 2018. This project also trained several W&S staff to be champions of the system and help train other department staff.	Construction	65,040	65,040	
Non-Potable Replacement Rehabilitation	This item funds replacement or rehabilitation of non-potable pumps, piping, ponds, and related equipment. Water and Sewer is now responsible for maintaining non-potable assets that were Parks responsibility. This is an on-going project.	This is an on-going program for replacement or rehabilitation of non-potable pumps, piping, ponds, and related equipment. This is an annually funded program to maintain and support the non-potable system. Designed to rebuild approximately 6 to 10 main vertical turbines and replace panels as they wear and become outdated.		464,525	1,509,606	
Milton Seaman Outlet Works Evaluation	An engineering evaluation of alternatives and preliminary design to replace the original reservoir outlet gates will occur in 2017. Permitting in 2018; surveying, soils investigation and final design in 2019; and construction in 2020.	The City is contracted with AECOM for the 30% design of the gate repairs. Inspections of the gates were completed in 2017 followed by temporary plugs to reduce leakages. The evaluation of gate repair alternatives was completed by AECOM in 2018 with City selection of an alternative. AECOM has conducted field investigations and surveys and has completed their 30% design of the project. They will assist the City in selecting a design-build team for the remaining design and construction. Construction is slated to begin in 2022.	Design/Study	415,000	3,358,447	12/31/2022

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
Water Efficiency Tactical Team	Working cooperatively with other departments and city parks, city facilities will be retrofitted to save water, enhance natural areas, and create diversity in flora and fauna.		Completed (Punch List Done)	213,224	666,057	
Water Resource Advertisement Campaign	Water education campaign for rate payers and other key stakeholders in the region.	Public outreach has focused on building understanding of Greeley's water supply system and the importance of water conservation. The education campaign has focused on local print and media advertisements, social media outreach, and the Greeley H2O website (greeleyh2o.com/). Education and outreach will continue through 2019.	Completed (Punch List Done)	400,000	1,435,255	
Boomerang GC Water Efficiency Improvements	As part of the Water Efficiency Tactical Team (WETT) program, a study was conducted to assess the water delivery and storage system to Boomerang Golf Course and recommend improvements over the current system. The study found that approximately 230 AF or more water could be recaptured by improving the golf course irrigation system, eliminating water features, and by piping water directly from the ditch to the irrigation pond.		Design/Study	3,330,000	3,330,000	
Utility Billing Replacement-Water	The current Utility Billing software is at its end of life. It will be replaced with a new system that will enhance customer service and reporting capabilities.		Design/Study	700,000	700,000	
Bellvue Intake Maintenance Phase 2	This project will repair damages to the Bellvue raw water intake (including patching exposed rebar in the weir, resurfacing the weir, and replacing a failing retaining wall) that were identified during construction of the 2017 maintenance project.	This project will repair damages to the Bellvue raw water intake that were identified during the 2017 construction maintenance project. Design includes repairing the weir wall, replacing an original failing retaining wall, and expanding the valve vault for added flow capacity.	Design/Study	140,000	140,000	3/31/2024

Project  Poudre Ponds Erosion  Protection	Scope In the past, high flows in the Poudre River have caused erosion on the north bank of Poudre Ponds. This project will design and construct erosion protection measures, which are intended to reduce or minimize the potential for erosion.	Update  In the past, high flows in the Poudre River have caused erosion on the north bank of Poudre Ponds. This project will design and construct erosion protection measures, which are intended to reduce or minimize the potential for erosion. This project is on-hold and will we constructed along with other construction in the Pond in winter 2019-2020.	<b>Status</b> On Hold	2019 Budget 800,000	Lifetime Budget 800,000	Construction Completion Date 11/16/2020
Transmission System Rehabilitation	This project will fund all types of required rehabilitation or replacement of the treated water transmission system. Projects may include the protection of pipe joints, pipe replacement, cathodic protection, lining of pipe, minor upgrades, and repairs to piping for protection prior to impending development. This is an on-going project in part utilizing in-house design and construction. The 2019 - 2020 projects will be the structural rehab for problem areas identified in the 2018 studies. Also, 2020 projects include studies for rehabilitation of the existing cathodic protection system, and strategies for rehabilitation or replacement of existing piping. Construction for rehabilitation will occur in 2021 through 2024 at the rate of 2 miles per year.	Pipe rehabilitation work on the 20-inch transmission line between Mosier Hill and 23rd	Construction	3,201,472	3,201,472	12/31/2019
Distribution Pipeline Replacement	This will provide replacement and/or rehabilitation of pipes that exhibit extreme corrosion or have an excessive leak history. Pipes that are too small are replaced and enlarged to increase flow capacity. Various rehabilitation methods such as cement mortar lining, swage lining, and pipe bursting may be used. Every two years projects are prioritized based on paving project coordination and other factors. Most projects are replaced using in-house forces. In 2019 the rehabilitation of pipelines in 20th Street prior to paving will be performed by outside contractor as well as rehabilitation of pipelines from Mosier Hill to 23rd Ave Reservoirs.	contractors as needed.	Construction	2,011,602	2,011,602	12/31/2019

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
Bellvue Raw Water Line Replacement	This project will rehabilitate and increase the water-carrying capacity of two 20-inch CIP and one 36-inch RCP existing raw water lines from their connection at the city's Poudre River diversion structure to the Bellvue Water Treatment Plant.	Permitting for this project will begin once the Milton Seaman Water Supply Project permitting is complete.	Completed (Punch List Done)	3,503	301,524	
Distribution System Model & Master Plan	Engineering Study to determine what water distribution system improvements are necessary to accommodate future growth. Begins with the Distribution model in 2017 and in 2018 the Master Plan will be developed.	Bohannon Huston was selected as the engineering consultant to develop the water model which began in March of 2018 and the model is 95% complete in August 2019. The completed model scope of the project should be complete in August, 2019. The water master plan scope of the project has been awarded to CDM Smith and will begin work on transmission and distribution system master plan in August, 2019.	Completed (Punch List Done)	532,132	654,998	6/30/2020
CDOT I-25 Transmission Line Relocation	with CDOT's new intersection improvement plans. Greeley will manage the construction project and CDOT will provide reimbursement through a Standard		Design/Study	3,550,000	3,550,000	5/29/2020
Bellvue 20 MGD Treatment Train Replacement	Construction and management services for the construction of the replacement 20 MGD plant. Design and construct of replacement pumps and motors to provide backwash supply and backwash recovery flow rates for the replaced 20 MGD filtration facility.	The construction of the Bellvue WTP improvements are over 85% of the entire project completed and 95% of all concrete and yard piping completed. The CMAR, Hydro Construction, will complete the erecting of the steel treatment building in October of 2019. Construction of the planned improvements are still on schedule to be complete in spring of 2020.	Construction	13,588,183	33,371,447	4/30/2020

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
Bellvue Water Treatment Plant General Rehabilitation	This is an annual project for the rehabilitation of buildings, heating/ventilating/air conditioning (HVAC) systems, pumps and motors, electrical replacements, chemical storage & metering, valves, and compressors.	This is an annual project for the rehabilitation of Bellvue WTP infrastructure and equipment. Projects will be addressed as they arise.	Construction	883,561	883,561	12/31/2018
Boyd Water Treatment Plant - General Rehabilitation		Ongoing planning, design, procurement, and construction. The replacement of the roofs of the Filter building, Microstrainer builder, Boyd pump station, and Lake Loveland shore house are under construction and will be completed September 2019. There are various projects being completed this year, including fixing drainage/grading at the	Construction	552,374	552,374	12/31/2019
Boyd WTP Process Improvements	Design & construct improvements to enable the plant to operate during winter, improve water quality with additional contact time with powder activated carbon, better interaction of treatment chemicals, and replacement of significantly aging electrical instructure.	improvements was completed by HDR in 2017.	Design/Study	5,931,834	21,845,750	5/31/2021
Boyd Filter Media Replacement	Project involves the removal of the existing filter media from the filter bays and replacing it with new media. Sandblasting the filter walls and piping. Repair of the filter wall concrete. Recoating the filter walls and piping with epoxy paint or similar product.	The filter media was removed in Nov. and Dec. of 2018 and the filter walls and piping were sandblasted to remove the old coatings. The filter wall concrete was repaired and the filter walls and piping was recoated with an epoxy paint or similar product. The filters were then refilled with new media and ready to treat water in May of 2019.	Construction	955,259	1,524,000	5/31/2019
Bellvue WTP Xcel Power Upgrade	Provides new power lines from Xcel substation for plant replacement 20 MGD treatment plant.	The City is working with Xcel to provide additional power lines to the Bellvue WTP to handle the increased power demand the new treatment building will require. A new power line will have to be routed from Xcel substation to the Bellvue WTP to power the new plant. Construction is planned to start in spring and be completed in October of 2019.	Construction	945,000	945,000	7/31/2019

Project	Scope	Update	Status	2019 Budget	Lifetime Budget	Construction Completion Date
	Fund 407	- Water Rights Ad	cquisiti	on		
Development of Parcel B, Poudre Ponds	purchase partially mined land located south and east of the existing Poudre Ponds. Greeley has a long-term mining and excavation contract with Hall-Irwin to	in fourth quarter of 2019, about three years ahead of scheduled completion. The design of the slurry		1,205,000	7,656,799	12/31/2019
Future Water Acquisition - Phase II	Greeley needs additional water supplies for growth. Water Acquisition Phase II is acquisition of 10,000 acre feet of agricultural water supplies. An Enlarged Seaman Reservoir would expand these supplies by another 6,600 acre-feet. Greeley also needs gravel pit storage on the lower Poudre and Big Thompson Rivers to capture reusable effluent in order to extend water supplies. It is estimated that \$90 million is necessary to purchase this water.	feet of water has recently been acquired.	Construction	6,550,000	6,550,000	
Water Supply & Storage Change Case Ph 2	File water court application, complete engineering and obtain decree for the change of use of unchanged Water Supply and Storage Company (WSSC) shares.		Study Project	50,000	50,000	

### WATER & SEWER BOARD AGENDA DECEMBER 18, 2019

ENCLOSURE X	NO ENCLOSURE
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ITEM NUMBER: 8

TITLE: ADOPT IRRIGATION WATER RENTAL

**POLICY** 

RECOMMENDATION: ADOPT IRRIGATION WATER RENTAL

**POLICY** 

ADDITIONAL INFORMATION: Staff is updating Board on the revised Agriculture Water Rental Program and Policy as well as requesting adoption.

# Agriculture Water Rental Program

### Policy Overview:

- Agriculture users only
- Submit requests January 1st at 8am
- Online only submission for 2020
  - Adding irrigated acres to submission form
- 500 AF max allotment
- Cost to rent
  - o Each Supply's average assessment cost plus administrative fee.
    - Administrative fee: 10% of total assessment cost up to \$500.
  - o Northern Water's Rule 11 charge is not included in Greeley rental cost

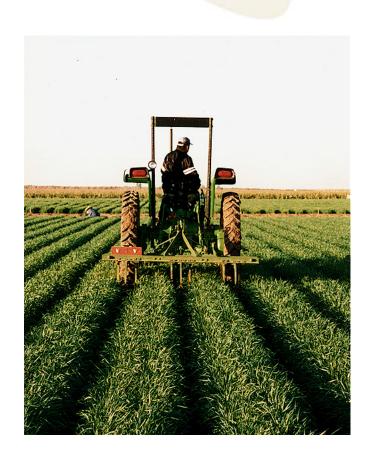
\* Red font indicates changes to current policy





### Agriculture Water Rental Program

- Basin Priority
  - 1. Cache La Poudre
  - 2. Big Thompson downstream of Handy Ditch (mouth of Big Thompson canyon)
  - 3. South Platte ditches if supplies are available
- W&S Board and/or the Director may elect to reserve up to 15% of supplies for economic partners and priorities within the South Platte Basin
- If water is found to be used for non-agricultural uses, renter will not be allowed to rent supplies in the future





### CITY OF GREELEY 2020 WATER RENTAL PROGRAM POLICIES AND PROCEDURES

(2020 changes are bolded below)

The City of Greeley manages an annual water rental program that provides annual excess water supplies to agricultural water users. Greeley's Water Rental Program Policies and Procedures are outlined below. You can also find this information on our website at greeleygov.com/water-rental.

#### **Water Rental Request Form**

To rent supplies from Greeley for the upcoming irrigation season, you must first be placed on the request list.

- Beginning January 1, 2020, Greeley will no longer accept rental requests over the phone. All rental requests must be made using the online form.
- The online form is located at <a href="http://forms.greeleygov.com/water-rental/">http://forms.greeleygov.com/water-rental/</a>. The form can be accessed prior to January 1 at 8:00 AM, but forms can only be submitted on or after January 1, 2020, at 8:00 AM to reserve a place in line.
- Priority for rental requests will be given on a first-come, first-serve basis to; Cache La Poudre users, Big Thompson River users downstream of the Handy Ditch, and remaining supplies will be available to users on South Platte ditches. The online forms will be date and time stamped and will be processed in the order they are received.
- Requests made prior to January 1, 2020 at 8:00 AM will not be considered.
- Greeley's water rental program is for AGRICULTURE USERS ONLY. The water rental program is not for oil and gas, industrial, HOAs, or any other non-agricultural uses. Renters that use or lease their supplies for non-agricultural purposes will no longer be eligible to rent water from Greeley in the future.
- The City of Greeley also maintains a separate water rental program for augmentation water. To make a request for augmentation water, please contact Jennifer Petrzelka (Water Resources Operations Manager) at <a href="mailto:jennifer.petrzelka@greeleygov.com">jennifer.petrzelka@greeleygov.com</a> or 970-350-9859.



#### **How To Request Rental Water:**

- 1. Access the form online: http://forms.greeleygov.com/water-rental/
- 2. Please specify your:
  - o Name
  - o Company (if applicable)
  - Phone number
  - Email address
  - Billing address
  - Requested amount, not to exceed 500 acre-feet (AF)
  - Number of irrigated acres
  - Source of water. Greeley rents the following supplies:
    - Colorado-Big Thompson (CBT) by the AF,
    - Greeley-Loveland Irrigation Company (GLIC) by number of shares and/or AF
    - Water Supply and Storage Company (WSSC) by number of shares
  - Ditch of delivery

#### Water Rental Notification Process

- 1. Water rentals will be confirmed after the April Water and Sewer Board (Board) meeting *if* the Board declares an "Adequate Water Year," meaning that the City has annual excess supplies available for rental.
  - Rental prices shall reflect each supply's average assessment cost plus an administrative fee equal to 10% of the total assessment cost, up to \$500.
    - The administrative fee is being implemented beginning in 2020 because of the increased rental request volume in recent years, which has increased the staff time required for the program.
    - o CBT price will exclude fees charged under Rule 11 by the Northern Colorado Water Conservancy District; however, please be aware that if CBT is rented you may incur a Rule 11 charge with your delivery ditch



- 2. If the Board declares an Adequate Water Year, the Water and Sewer Department Staff will begin contacting requestors according to the order-of-priority on the water rental request list per the terms below.
- 3. Water will first be offered to in-basin requestors (Cache La Poudre, Big Thompson downstream of the Handy Ditch, then South Platte if excess supply is available), and then to requestors within Northern Water's district boundaries. However, the Board and/or the Director or Water and Sewer may elect to reserve up to 15% of the City's available annual rental supplies for economic partners and priorities within the South Platte Basin area whose requests were not met under priority system outlined above.
- 4. Once contacted, all renters will have **48 hours to confirm** that you would still like to rent the water requested for the upcoming irrigation season, and/or make modifications to that request.
- 5. Once you confirm your request with Staff, she/he will send you a letter and invoice for your water rental.
- 6. When Staff receives your payment, your rented water will be available for delivery through your ditch company. Water will not be delivered to you until full payment is received.

Depending on snow melt and river conditions, Greeley may elect to rent out additional water after the initial April allocation. In this case, the next requests in line will be contacted.

This document is intended to reflect current Greeley W&S Department policy, and may be subject to change.

#### WATER & SEWER BOARD AGENDA DECEMBER 18, 2019

<b>ENCLOSURE</b>	X	NO ENCLOSURE

ITEM NUMBER: 9

TITLE: REVIEW AND RECOMMEND TO CITY

COUNCIL AN ORDINANCE AMMENDING SECTION 14.08.160 OF THE GREELEY

MUNICIPAL CODE (WATERING

RESTRICTIONS)

RECOMMENDATION: REVIEW AND RECOMMEND TO CITY

COUNCIL AN ORDINANCE AMMENDING SECTION 14.08.160 OF THE GREELEY

MUNICIPAL CODE (WATERING

RESTRICTIONS)

ADDITIONAL INFORMATION: Day-of-week watering restrictions for Water Budget customers were waived by annual Council Resolutions from 2017-2019. Staff is now requesting approval and recommendation to Council to make the change to code permanent under Ordinance 14.08.160.



### Background

- Water Budget gives the customer the power to "watch the weather"
- Day-of-the-Week restrictions were waived for Water Budget customers by annual Council Resolutions (2017-2019)
- Rather than further annual waivers,
   recommend making change permanent



### Drought Plan Update

- Development of a Drought Emergency
   Plan, completed by Fall of 2020
- Hired BBC to provide technical review and assistance
- Upon adoption, further code changes will be necessary



### Recommendations

- Recommend Council revise code to omit Day-of-the-Week watering restrictions for Water Budget customers
- Adjust non-watering hours to 10-6
- Use Drought Emergency Plan to guide additional code changes





### EXHIBIT A ORDINANCE AMENDING SECTION 14.08.160 GREELEY MUNICIPAL CODE

#### Chapter 14.08 Water Rates and Regulation

#### 14.08.160 - Sprinkling restrictions; drought levels; penalty.

- (a) The following provisions shall apply at all times unless modified by subsequent Sections of the ordinance codified herein:
  - (1) Waste of water is prohibited at any time.
  - (2) Sprinkler irrigation shall not occur between 10:00 a.m. and 6:00 p.m. from May through August even when water supplies are adequate.
  - (3) Drip irrigation, low-volume spray or bubbling sprinklers, hose-end sprinklers and weeping-type soaker hoses are allowed to water trees, shrubs or flower beds at any time.
  - (4) Hand-watering of vegetables and flower gardens, trees and shrubs and individual brown spots in a lawn is allowed at any time, so long as water waste does not occur. Hand-watering means holding in the hand a hose with attached positive shutoff nozzle and does not include operating a hose with a sprinkler or manually operating an irrigation controller.
  - (5) Except during time of adequate water supply, hand-watering to clean hard surfaces such as driveways and parking lots is prohibited. Hand-watering to clean property, such as roof gutters, eaves, windows or in preparation for painting, is allowed as long as water waste does not occur.
  - (6) Public organizations: The use of water for sprinkling lawns, gardens and trees on the grounds of public organizations, public parks and public golf courses served by the City water system will be permitted at any time with written variance from the Director of Water and Sewer. The public organizations to which this paragraph refers include, but are not limited to: Weld County facilities, the University of Northern Colorado campus, School District #6 grounds, and City of Greeley grounds, including parks, golf courses and Linn Grove cemetery.
  - (7) New lawn variance: The use of water for sprinkling newly seeded or sodded lawns less than one (1) month old will be allowed during times determined by the Director of Water and Sewer pursuant to a permit for the same. Issuance of such a permit is contingent upon proof of proper soil preparation before installation of turf. Proper soil amendment is considered to be the equivalent of adding compost at a rate of four (4) cubic yards per one thousand (1,000) square feet of planted area, incorporated to a depth of six (6) inches. Permits shall be posted on the property.
  - (8) Large user variance: The use of water for sprinkling large areas with multiple addresses, such as homeowners' associations, or other special circumstances, may be allowed during the times and days of the week as determined by the Director of Water and Sewer and defined by a permit for the same. Such written permits shall be posted on the property.
  - (9) Except during a time of declared "adequate" water supplies, there shall be no lawn watering between January 1 and April 14. Charging and testing of sprinkler systems is allowed. Sprinkling may be allowed by written variance.
  - (10) Unusual circumstances: The Director of Water and Sewer may issue variance permits to address any other circumstances that, in the Director's sole discretion, are deemed appropriate.

#### (b) Definitions:

- (1) Even-odd schedule:
  - a. Even-numbered addresses may sprinkle on even days of the month.
  - b. Odd-numbered addresses may sprinkle on odd days of the month.
  - c. On May 31, July 31 and August 31, odd addresses may sprinkle in the morning and even addresses may sprinkle in the evening.
- (2) One-day-per-week watering: All properties may use water for sprinkling only one (1) day per week.
  - a. Single-family residences and duplexes with addresses ending in an even number may sprinkle on Sundays.

- b. Single-family residences and duplexes with addresses ending in an odd number may sprinkle on Saturdays.
- c. All other customers, commercial, industrial, multi-family and homeowners' associations may sprinkle on Fridays.
- (3) Two-days-per-week watering:
  - a. Single-family residences and duplexes with addresses ending in an even number may sprinkle on Sundays and Thursdays.
  - b. Single-family residences and duplexes with addresses ending in an odd number may sprinkle on Wednesdays and Saturdays.
  - c. All other customers, commercial, industrial, multi-family and homeowners' associations may sprinkle on Tuesdays and Fridays.
  - d. There shall be no watering on Mondays except by written variance.
- (4) Three-days-per-week watering:
  - a. Single-family residences and duplexes with addresses ending in an even number may sprinkle on Sundays, Tuesdays and Thursdays.
  - b. Single-family residences and duplexes with addresses ending in an odd number may sprinkle on Mondays, Wednesdays and Saturdays.
  - c. All other customers, commercial, industrial, multi-family and homeowners' associations may sprinkle on Sundays, Tuesdays and Fridays.
- (5) *Hand-watering* means holding in the hand a hose with attached positive shutoff nozzle. *Hand-watering* does not include operating a hose with a sprinkler or manually operating an irrigation controller.
- (c) Drought levels: On the determination by the Greeley Water and Sewer Board, after an analysis including but not limited to the Colorado Big Thompson quota, the level of storage in Greeley reservoirs, snow pack and yield thereof, and the long-range weather forecast, that Greeley's water supply situation is "Adequate" or in a "Mild Drought," "Moderate Drought" or "Severe Drought," the City Council may, by resolution, declare one (1) of the following four (4) sets of watering restrictions to be in effect:
  - (1) When the City's water supply is Adequate: The use of City water for sprinkling of private residences, commercial and industrial property, church or other nonprofit or governmental organization lawns, gardens and trees by customers not subject to the water budget rate structure will be permitted three (3) days per week between April 15 and the end of the irrigation season. The use of City water for sprinkling of private residences by single-family residential customers subject to the water budget rate structure will be permitted on any day of the week between April 15 and the end of the irrigation season.
  - (2) When the City's water supply is in a Mild Drought: The use of City water for sprinkling of private residences, commercial and industrial property, church or other nonprofit or governmental organization lawns, gardens and trees will be permitted:
    - a. One (1) day per week between April 15 and May 14.
    - b. Two (2) days per week between May 15 and June 14.
    - c. Three (3) days per week between June 15 and August 31.
    - d. One (1) day per week between September 1 and the end of the irrigation season.
    - e. Sprinkler irrigation shall not occur between 10:00 a.m. and 6:00 p.m. daily.
  - (3) When the City's water supply is in a Moderate Drought: The use of City water for sprinkling of private residences, commercial and industrial property, church or other nonprofit or governmental organization lawns, gardens and trees will be permitted:
    - a. One (1) day per week between April 15 and May 14.
    - b. Two (2) days per week between May 15 and August 31.
    - c. One (1) day per week between September 1 and the end of the irrigation season.
    - d. New sod or seed variances are not allowed between May 15 and August 31.

- e. Sprinkler irrigation shall not occur between 10:00 a.m. and 6:00 p.m. daily.
- (4) When the City's water supply is in a Severe Drought: The use of City water for sprinkling of private residences, commercial and industrial property, church or other nonprofit or governmental organization lawns, gardens and trees will be permitted:
  - a. One (1) day per week between April 15 and May 14.
  - b. Two (2) days per week between May 15 and June 14.
  - c. No sprinkler irrigation between June 15 and August 1 will be permitted, except for trees and shrubs.
  - d. Two (2) days per week between August 1 and August 31.
  - e. One (1) day per week between September 1 and the end of the irrigation season.
  - f. No new sod or seed variances are allowed.
  - g. Sprinkler irrigation shall not occur between 10:00 a.m. and 6:00 p.m. daily.
- (5) When the City Council declares which set of water restriction are in place, the City Council may define City policy regarding the use of warnings prior to notices of violation being issued.

### EXHIBIT A ORDINANCE AMENDING SECTION 14.08.160 GREELEY MUNICIPAL CODE

### Chapter 14.08 Water Rates and Regulation

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14.08.160 - Sprinkling restrictions; drought levels; penalty.

(a) The following provisions shall apply at all times unless modified by subsequent Sections of the ordinance codified herein:

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(2) Sprinkler irrigation shall not occur between 12:00 p.m.10:00 A.M. and 5:00 p.m.6:00 P.M. from May through August even when water supplies are adequate.

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- (c) Drought levels: On the determination by the Greeley Water and Sewer Board, after an analysis including but not limited to the Colorado Big Thompson quota, the level of storage in Greeley reservoirs, snow pack and yield thereof, and the long-range weather forecast, that Greeley's water supply situation is "Adequate" or in a "Mild Drought," "Moderate Drought" or "Severe Drought," the City Council may, by resolution, declare one (1) of the following four (4) sets of watering restrictions to be in effect:
  - (1) When the City's water supply is Adequate: The use of City water for sprinkling of private residences, commercial and industrial property, church or other nonprofit or governmental organization lawns, gardens and trees **BY CUSTOMERS NOT SUBJECT TO THE WATER BUDGET RATE STRUCTURE** will be permitted three (3) days per week between April 15 and the end of the irrigation season. **THE USE OF CITY WATER FOR SPRINKLING OF PRIVATE RESIDENCES BY SINGLE-FAMILY RESIDENTIAL CUSTOMERS SUBJECT TO THE WATER BUDGET RATE STRUCTURE WILL BE PERMITTED ON ANY DAY OF THE WEEK BETWEEN APRIL 15 AND THE END OF THE IRRIGATION SEASON.**

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#### WATER & SEWER BOARD AGENDA DECEMBER 18, 2019

ENCLOSURE X NO ENCLOSURE \_\_\_

ITEM NUMBER: 10

TITLE: SANITARY SURVEY UPDATE

RECOMMENDATION: SANITARY SURVEY UPDATE

ADDITIONAL INFORMATION:

Staff will provide a presentation.

# Sanitary Survey Update 2019



# **Completed Reports**

- Bellvue Report Complete
  - No major findings. No response required.

- Boyd Lake Report Complete
  - No major findings. No response required.



## **Pending Reports**

- Reservoirs anticipate one major finding resulting in a Tier 2 violation that triggers public notification requirements. A public notice was included as a bill stuffer in the September bill and a notification will be included in the CCR.
- Backflow Prevention Program anticipate one major finding resulting in a Tier
   3 violation due to a discrepancy in record keeping. A public notification will be included in the May 2020 billing statement and a notification will be included in the CCR.

### Pending Reports Cont'd

- Future Program Modifications Backflow Prevention
  - Implement changes to shorten the period from notification to enforcement.
  - Increase cross connection surveys to 100% of the assemblies in the system.
  - Increase the cross connection annual testing compliance to 90% of the assemblies in the system.



### Pending Reports Cont'd

- Distribution System awaiting a determination on our proposal to reroute 12 water mains around sanitary sewer manholes and encase the remaining 15 with a water tight lining.
  - Proactive response will be to use the 2019 budget to bore 9 new alignments and complete those by the end of the year. Remaining 3 are in problematic locations that are cost prohibitive in 2019, and will need to be addressed in 2020 depending on the response from CDPHE.

#### WATER & SEWER BOARD AGENDA DECEMBER 18, 2019

ENCLOSURE X NO ENCLOSURE \_\_\_

ITEM NUMBER: 11

TITLE: ADOPT RESOLUTION CONCERNING 2020

WATER AND SEWER RATES, FEES, AND

CHARGES

RECOMMENDATION: ADOPT RESOLUTION CONCERNING 2020

WATER AND SEWER RATES, FEES, AND

**CHARGES** 

#### ADDITIONAL INFORMATION:

The 2020 Rate Resolution and Appendices are included for the Board's review. The water and sewer rates and fees were developed in response to the 2020 budget that the Board recommended to the City Manager at the July 2019 meeting.

2020 will be the fourth year of the water budget rate structure for residential customers. Residential water rates are increasing 8.5%, and residential sewer rates are increasing approximately 8.0%.

Plant investment fees are updated annually for water and sewer. The water plant investment fee is decreasing \$300 to \$10,500 for a <sup>3</sup>/<sub>4</sub>" tap while the sewer plant investment fee will increase \$300 to \$6,000 for a <sup>3</sup>/<sub>4</sub>" tap.

Using the pricing method approved by the Board at the July 2018 meeting, the 2020 cash-in-lieu of raw water fee will increase from \$31,000 to \$34,000. The new cash-in-lieu price will take effect on March 1, 2020.

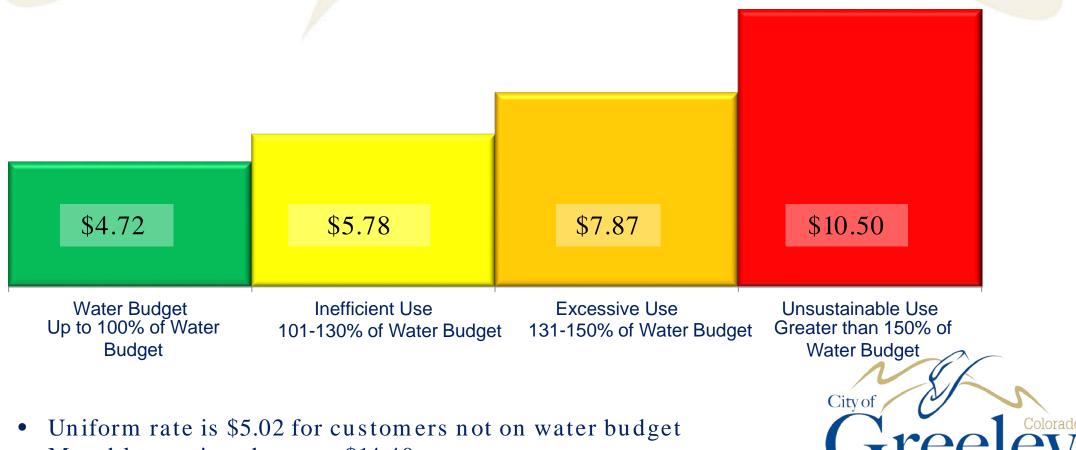
# 2020 Water and Sewer Rate Adjustments

December 18, 2019



### Residential Water Budget Rate Structure

Rate Structure for Greeley SFR customers in 2020



• Monthly service charge – \$14.40

# **Proposed Water Rate Changes**

Customer Class	% Rate Increase	Rate/kgal
Inside Residential	8.5%	Varies
Inside Commercial	8.5%	\$4.84
Inside Industrial	10.0%	\$3.53
Outside Residential	8.5%	\$11.88
Outside Commercial	8.5%	\$11.78
Outside Industrial	4.5%	\$3.53
City of Evans	8.5%	\$4.30
Town of Windsor	7.0%	\$4.45
Town of Milliken	16.0%	\$5.87

# **Proposed Sewer Rate Changes**

Customer Class	% Rate Increase	Rate/kgal
Single Family	8.0%	\$2.47
Multi-Family	5.0%	\$2.60
Commercial 1	5.5%	\$2.60
Commercial 2	6.5%	\$3.53
Commercial 3	7.5%	\$4.46
Commercial 4	9.0%	\$5.39
Commercial 5	9.0%	\$6.28

• Monthly service charge remains \$11.55

## **Proposed Sewer Rate Changes**

Customer Class	% Rate Increase	Rate/kgal
Industrial SIC 2026	70.4%	\$28.85
Industrial SIC 2013	34.9%	\$19.26
Industrial SIC 7218	61.1%	\$7.23
Industrial SIC 2034	41.4%	\$4.75

 Wastewater loading factors have been updated since the budget was presented



# Proposed Sewer Rate Changes-Outside City

Customer Class	% Rate Increase	Rates
Single Family	8.0%	\$3.82
Multi-Family	5.0%	\$3.87
Commercial 1	5.5%	\$3.87
Commercial 2	6.5%	\$4.49
Commercial 3	7.5%	\$5.62
Commercial 4	9.0%	\$6.52
Commercial 5	9.0%	\$7.36

• Monthly service charge remains \$14.44

### Approximate 2020 Residential Bill

	Service Charge	Average Volume (kgal)	Volume Rate	Monthly Bill
Annual Averag Water	\$14.40	10.3	Varies by tier	\$65.38
Summer Water	\$14.40	22.0	Varies by tier	\$134.56
Winter Water	\$14.40	3.9	Varies by tier	\$31.94
Sewer	\$11.55	3.9	\$2.47	\$21.31

• 2020 monthly service charges

• Water: \$14.40 (\$0.85 increase from 2019)

• Sewer: \$11.55



### Approximate 2020 Residential Bill

Average Bill	2019	2020	Change
Water	\$61.15	\$65.38	\$4.23
Sewer	\$20.14	\$21.31	\$1.17
Total	\$81.29	\$86.69	\$5.40



### Plant Investment Fees

	2019	2020
Water	\$10,800	\$10,500
Sewer	\$5,700	\$6,000
Total	\$16,500	\$16,500





### 2019 Cash-in-Lieu Summary

- 2019 Revenue = \$1,390,789
- Taps that paid cash-in-lieu = 15
- Volume of water sold = 45.5 acre feet



### 2020 Cash-in-Lieu Fee

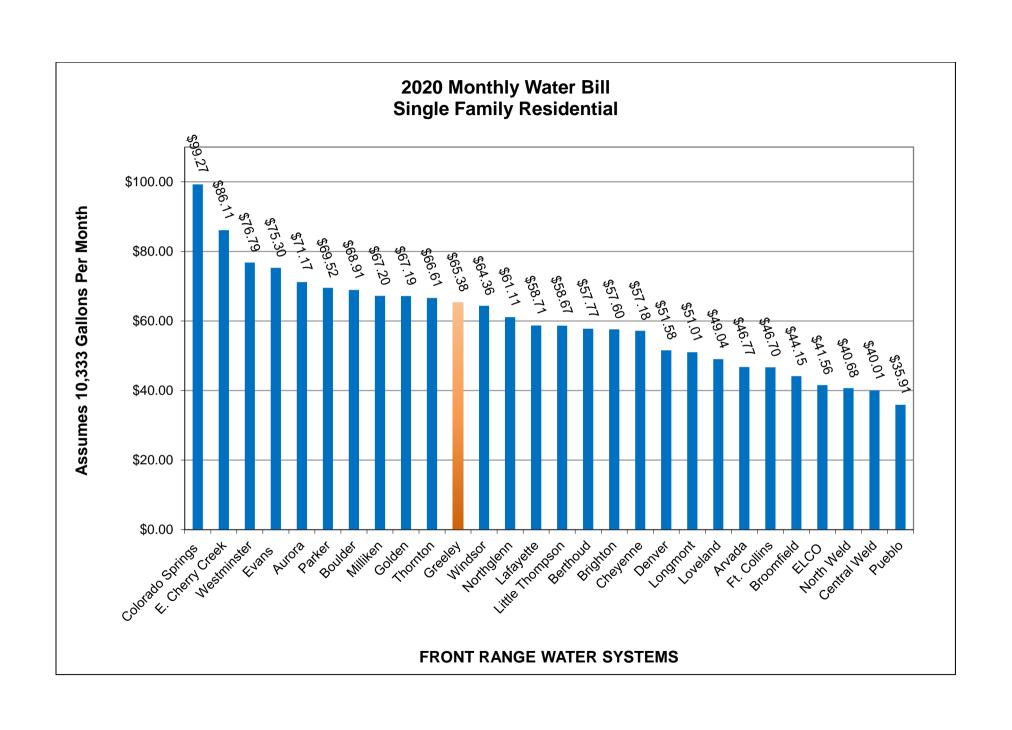
Portfolio \$27,500

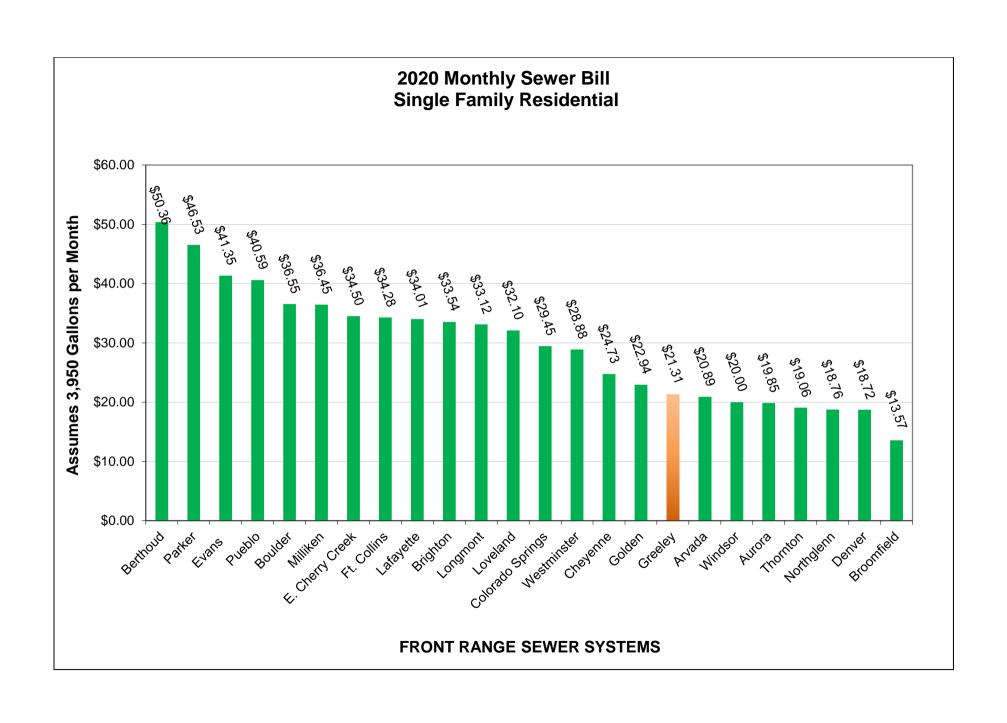
Storage \$6,500

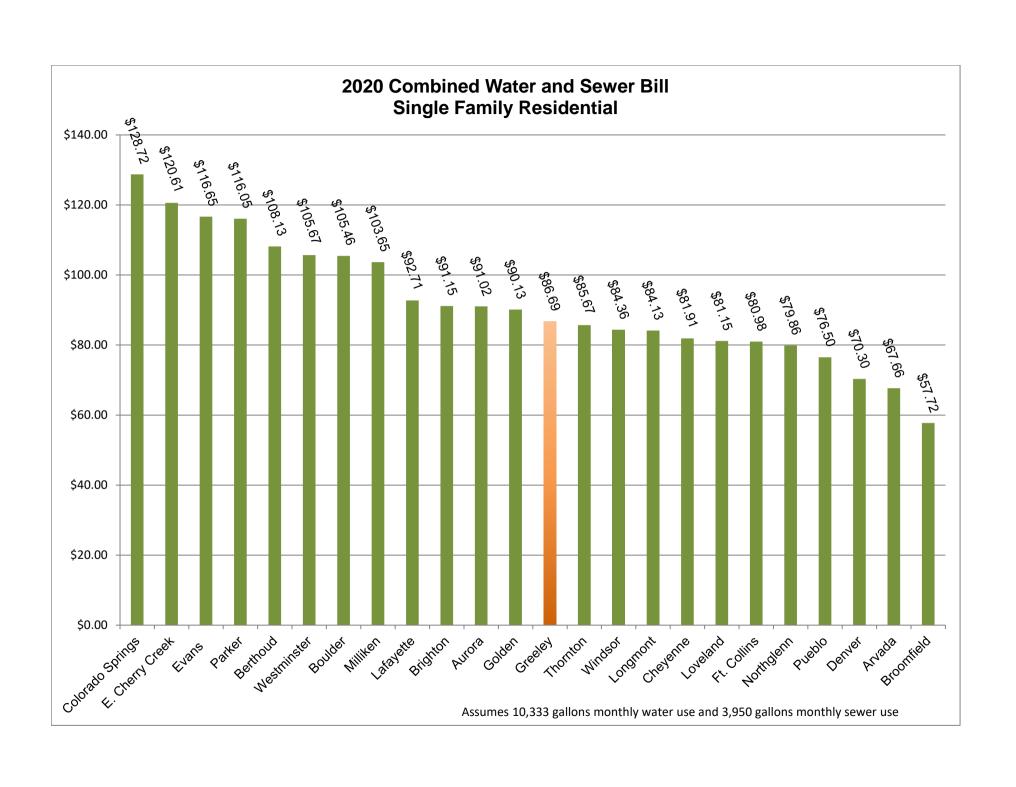
÷ \$34,000

# Questions?









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

#### RESOLUTION , 2019

#### A RESOLUTION ADOPTING RATES, FEES, AND CHARGES FOR WATER AND SEWER SERVICES IN 2020

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

WHEREAS, Section 17-4 of the City Charter and Sections 14.04.080 and 14.04.110 of the Greeley Municipal Code authorize and require the Water and Sewer Board ("Board") to, *inter alia*, annually establish minimum water and sewer rates by resolution, which must be sufficient to include expenditures for all operations and maintenance of the water and sewer system, all debt service, and additions to a reserve account in sufficient amounts to offset depreciation to the water and sewer system; and

WHEREAS, Section 17-4 of the City Charter and Section 14.04.110 of the Greeley Municipal Code authorizes and requires the Board to acquire, develop, convey, lease, and protect water and sewer assets, supplies, and facilities; and

WHEREAS, Section 14.04.090 of the Greeley Municipal Code requires the Board to adopt minimum rates, fees and charges the Board deems necessary to cover the costs of inspections, tap installations, operations, maintenance and extensions of the water and sanitary sewer systems; and

WHEREAS, Sections 14.04.080 and 14.04.060 through 14.06.090 of the Greeley Municipal Code requires the Board to set the fair market value of water, upon which value the fee for cash-in-lieu of raw water (i.e., the cash equivalent of raw water required to be dedicated for development within the City) is based; and

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

WHEREAS, the Board's long-term capital improvement plan for water contains extensive new construction and rehabilitation within the next five years, including construction of filter plant upgrades; and

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

WHEREAS, the Board recognizes that it is financially prudent to anticipate future capital expenditures with moderate rate increases over several years rather than incur unusually large bond issues at a later time, which would require a large rate increase to fund the debt service; and

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

### NOW THEREFORE, BE IT RESOLVED BY THE WATER AND SEWER BOARD OF THE CITY OF GREELEY, COLORADO, AS FOLLOWS.

- 1. The water rates for 2020 shall be as shown in Appendix A to this resolution.
- 2. The sewer rates for 2020 shall be as shown in Appendix B to this resolution.
- 3. The water and sewer fees and charges for 2020 shall be as shown in Appendix C to this resolution.
- 4. Water and sewer rate increases shall be allocated among the various customer classes in accordance with their service demand as determined by the City's rate model shown in the attached rate appendices.
- 5. The 2020 cash-in-lieu of raw water fee shall be as shown in Appendix A of this resolution.
- 6. The 2020 plant investment fees for water shall be as shown in Appendix A of this resolution.
- 7. The 2020 plant investment fees for sewer shall be as shown in Appendix B of this resolution.
- 8. The new water and sewer rates shall take effect on January 1, 2020.
- 9. The new plant investment fees and cash-in-lieu of raw water fee shall take effect on March 1, 2020 to provide the public with at least 45 days' notice of the new fees.

#### PASSED AND ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF DECEMBER 2019.

ATTEST	CITY OF GREELEY WATER AND SEWER BOARD	
Roy Otto	Harold Evans	
Secretary to the Board	Chairman, Water and Sewer Board	

# **APPENDIX A**

#### 2020 WATER RATES AND FEES

#### A. WITHIN THE CITY OF GREELEY

Customer Class Rate per 1,000 Gallons

Inside the City Single-Family Residential Water Budget

Tier One (≤ 100% of Water Budget)	\$4.72
Tier Two (101-130% of Water Budget)	\$5.78
Tier Three (131-150% of Water Budget)	\$7.87
Tier Four (> 150% of Water Budget)	\$10.50

Inside the City Residential not on Water Budget	\$5.02
Inside the City Commercial	\$4.84
Inside the City Industrial	\$3.53

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

# Service Charges for Monthly Billed Period:

Meter Size	Inside City
5/8"	\$14.40
3/4"	\$14.40
1"	\$14.70
11/2"	\$19.05
2"	\$20.80
3"	\$57.45
4"	\$66.95
6"	\$84.30
8"	\$107.15
10"	\$137.25
12"	\$177.00

#### **B. OUTSIDE THE CITY OF GREELEY**

<u>Customer Class</u>	Rate per 1,000 Gallons
Outside the City Residential	\$11.88
Outside the City Commercial	\$11.78
Sharkstooth Pipeline Company (Contributed Water Rights)	\$4.30
Mountain View Meadows (Not Contributed Water Rights)	\$9.65
Agriculture Special Contract (Greeley-Loveland by Agreement)	\$5.02
Kodak Alaris	\$3.53
Town of Windsor	\$4.45
City of Evans	\$4.30
Town of Milliken	\$5.87

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

#### Service Charges for Monthly Billed Period:

Meter Size	Outside City
5/8"	\$15.25
3/4"	\$15.25
1"	\$15.60
11/2"	\$20.20
2"	\$22.05
3"	\$60.95
4"	\$70.95
6"	\$89.35
8"	\$113.60
10"	\$145.55
12"	\$187.65

## C. RAW WATER PREREQUISITE

Raw water dedication is a prerequisite to receiving water service pursuant to City of Greeley Municipal Code Section 14.06.050, regardless of whether the service requested is for treated or non-potable water.

#### D. RAW WATER SURCHARGE FOR CERTAIN TREATED WATER USERS

All non-residential customers, large multi-family residential customers, and large parcel single-family residential customers who use more water in a calendar year (based upon billing records) than their annual allotment, as set forth in Section 14.06.110 of the Greeley Municipal Code, shall be assessed a raw water surcharge of \$10.05 per 1,000 gallons on the volume of water used in excess of the annual allotment. This surcharge is based on the fair market value of water and cash-in-lieu of raw water fee.

#### E. RAW WATER SURCHARGE FOR NON-POTABLE USERS

All non-potable customers, residential or commercial, who use more water in a calendar year than the amount of raw water contributed (based upon billing records) shall be assessed a raw water surcharge of \$6.47 per 1,000 gallons on the excess usage. This surcharge is based on the market price for Greeley and Loveland Irrigation Company shares.

#### F. NON-POTABLE SERVICE

The non-potable water usage rate shall be \$3.51 per 1,000 gallons for the volume of water used. A monthly service charge of \$22.05 shall be assessed on every non-potable account during the period of its operation, regardless of the volume of water used. The City reserves the right to decide which customers will be allowed to receive non-potable water, depending on location, cost, and budgetary considerations.

#### G. TURN-ON CHARGE

The minimum turn-on charge is hereby established at \$45.00. This charge is applicable to all turn-ons, including, but not limited to:

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

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

#### H. CHARGE FOR LATE PAYMENT

A \$45 late charge will be assessed for non-payment 15 days after the billing due date.

#### I. TAMPERING FEE

\$100 will be assessed when water and sewer assets are damaged by a customer.

#### J. WATER/SEWER TAPPING CANCELLATION FEE

When less than 24 hours notice is given to Greeley staff to cancel an appointment to tap a water or sewer line, a fee of \$500 will be assessed.

#### K. WATER SOLD FROM HYDRANTS

Water sold from City fire hydrants shall be charged as follows:

- 1. \$15.07 per 1,000 gallons.
- 2. Deposit fee: \$1,525
- 3. Meter rentals will be \$17.50 per workday or \$100.00 per week.
- 4. Replacement of damaged meter: \$1,525

#### L. PLANT INVESTMENT FEE SCHEDULE FOR WATER

1. Minimum Plant Investment Fees Based on Tap Size: The following are minimum plant investment fees for treated water service.

Tap Size	Water Plant Investment Fee
3/4"	\$10,500
1"	\$17,700
1½"	\$35,700
2"	\$57,200
3"	\$125,000
4"	\$216,000
6"	\$450,000

#### M. CASH-IN-LIEU OF POTABLE RAW WATER

The cash-in-lieu of raw water fee is a fair market value of water determination based on the cost of the potable water rights portfolio that Greeley has secured to date and the current cost of developing new water storage projects. The cash-in-lieu of raw water fee is \$34,000 per acre-foot of water. This fee is subject to periodic review, and may be updated by subsequent resolution of the Water and Sewer Board.

#### APPENDIX B

#### 2020 SANITARY SEWER RATES AND FEES

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

- 1. a. **Single Family Metered Rate**; applicable to all residential users receiving metered water in which not more than one family unit is housed on the same lot or in the same building: \$11.55 per billing period plus \$2.47 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.
  - b. All new single family units which receive metered water will be assessed for 3000 gallons of water at \$2.47 per thousand gallons plus \$11.55 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.
  - c. All single-family units with metered consumption less than 1,000 gallons in their most recent winter billing period shall be billed for actual consumption in subsequent billing periods, not to exceed an amount equal to 3,000 gallons of consumption.
- 2. a. **Multi-Family Metered Rate**; applicable to all residential users receiving metered water in which two or more family units are housed on the same lot or in the same building: \$11.55 per sewer connection plus \$2.60 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.
  - b. All multi-family units which receive metered water will be assessed for 3,000 gallons of water at \$2.60 per thousand gallons plus \$11.55 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.

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

- 1. Class I Commercial Rate; applicable to car washes, cleaners, laundromats, schools, colleges, churches, retail stores, offices, beauty shops, financial institutions, membership organizations without dining facilities, service stations (without repair), motels (without dining), and bed and breakfasts which provide a continental breakfast: \$11.55 per sewer connection per billing period plus \$2.60 per thousand gallons of water use per billing period.
- 2. **Class II Commercial Rate**; applicable to bars and taverns (without dining), service stations (with repair), animal clinics, hospital/convalescent homes, photo finishing, light manufacturing, retail stores (with dining), convenience stores, and bed and breakfasts which cook a daily breakfast: \$11.55 per sewer connection per billing period plus \$3.53 per thousand gallons of water use per billing period.
- 3. **Class III Commercial Rate**; applicable to restaurants, hotels (with dining), bars and taverns (with dining), membership organizations (with dining): \$11.55 per sewer connection per billing period plus \$4.46 per thousand gallons of water use per billing period.

- 4. **Class IV Commercial Rate**; applicable to food markets, butchers, bakers, and food manufacturing: \$11.55 per sewer connection per billing period plus \$5.39 per thousand gallons of water use per billing period.
- 5. **Class V Commercial Rate**; applicable to mortuaries and miscellaneous heavy commercial manufacturing: \$11.55 per sewer connection per billing period plus \$6.28 per thousand gallons of water user per billing period.
- 6. **Commercial Contract Rate**; applicable to commercial users which do not receive City water. The administrative authority, with the approval of the City Council, shall contract with such users for sanitary sewer service.

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

- 1. a. **Single Family Metered Rate**; applicable to all residential users receiving metered water in which not more than one family unit is housed on the same lot or in the same building: \$14.44 per billing period plus \$3.82 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.
  - b. All new single family units which receive metered water will be assessed for 3000 gallons of water at \$3.82 per thousand gallons plus \$14.44 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.
  - c. All single-family units with metered consumption less than 1,000 gallons in their most recent winter billing period shall be billed for actual consumption in subsequent billing periods, not to exceed an amount equal to 3,000 gallons of consumption.
- 2. a. **Multi-Family Metered Rate**; applicable to all residential users receiving metered water in which two or more family units are housed on the same lot or in the same building: \$14.44 per sewer connection plus \$3.87 per thousand gallons of water use per billing period, not to exceed winter billing period consumption.
  - b. All multi-family units which receive metered water will be assessed for 3000 gallons of water at \$3.87 per thousand gallons plus \$14.44 per billing period until the end of their first complete winter billing period. At that time, the winter billing consumption volume will be used to calculate the sewer bill.

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

- 1. Class I Commercial Rate; applicable to car washes, cleaners, laundromats, schools, colleges, churches, retail stores, offices, beauty shops, financial institutions, membership organizations without dining facilities, service stations (without repair), motels (without dining), and bed and breakfasts which provide a continental breakfast: \$14.44 per sewer connection per billing period plus \$3.87 per thousand gallons of water use per billing period.
- 2. **Class II Commercial Rate**; applicable to bars and taverns (without dining), service stations (with repair), animal clinics, hospital/convalescent homes, photo finishing, light

manufacturing, retail stores (with dining), convenience stores, and bed and breakfasts which cook a daily breakfast: \$14.44 per sewer connection per billing period plus \$4.49 per thousand gallons of water use per billing period.

- 3. **Class III Commercial Rate**; applicable to restaurants, hotels (with dining), bars and taverns (with dining), membership organizations (with dining): \$14.44 per sewer connection per billing period plus \$5.62 per thousand gallons of water use per billing period.
- 4. **Class IV Commercial Rate**; applicable to food markets, butchers, bakers, and food manufacturing: \$14.44 per sewer connection per billing period plus \$6.52 per thousand gallons of water use per billing period.
- 5. **Class V Commercial Rate**; applicable to mortuaries and miscellaneous heavy commercial manufacturing: \$14.44 per sewer connection per billing period plus \$7.36 per thousand gallons of water user per billing period.
- 6. **Commercial Contract Rate**; applicable to commercial users which do not receive City water. The administrative authority, with the approval of the City Council, shall contract with such users for sanitary sewer service.

#### E. INDUSTRIAL SANITARY SEWER RATES.

- 1. **SIC 2026 Rate**; applicable to dairy plants receiving metered water: \$11.55 per sewer connection per billing period plus \$28.85 per thousand gallons of water use per billing period.
- 2. **SIC 2013 Rate**; applicable to prepared food manufacturers receiving metered water: \$11.55 per sewer connection per billing period plus \$19.26 per thousand gallons of water use per billing period.
- 3. **SIC 7218 Rate**; applicable to industrial laundries receiving metered water: \$11.55 per sewer connection per billing period plus \$7.23 per thousand gallons of water use per billing period.
- 4. **SIC 2034 Rate**; applicable to dehydrated food producers receiving metered water: \$11.55 per sewer connection per billing period plus \$4.75 per thousand gallons of water use per billing period.
- 5. **Industrial Contract Rate**; applicable to industrial users that do not receive City water. The administrative authority, with the approval of the City Council, shall contract with such users for sanitary sewer service.

The minimum charge and the flat rate charge stated above shall be prorated over the calendar year in equal amounts. The incremental rate per thousand gallons shall apply to measured consumption within billing periods regardless of the billing period duration.

## F. WASTEWATER PLANT INVESTMENT FEE.

The following minimum plant investment fee schedule for sewer taps is hereby established.

Water Tap Size	Wastewater Plant Investment Fee
3/4"	\$6,000
1"	\$10,000
1½"	\$19,900
2"	\$31,900
3"	\$69,800
4"	\$119,700
6"	\$249,300

An individual structure that contains more than one living unit (whether apartment, townhouse, mobile home, or condominium) may be served by a single tap.

### **APPENDIX C**

# 2020 WATER AND SEWER DEPARTMENT MISCELLANEOUS FEES AND CHARGES

#### A. Water charges for meter failure or leak adjustments

1. Varies – Water charge will be based on the average consumption for the same period in two prior years and billed at the 2020 rates.

## B. Water tap installation fees

- 1. <sup>3</sup>/<sub>4</sub>" = \$205
- 2. 1" = \$225
- 3.  $1\frac{1}{2}$ " = \$315
- 4. 2" = \$420
- 5. 4"-12" = \$540

#### C. Sewer tap installation fees

- 1. 4" = \$280
- 2. 6" = \$290
- 3. 4" to 6" on 15" or larger mains = \$425

#### D. Wastewater acceptance fee (hauled wastewater)

1. \$0.065/gallon

#### E. Water and sewer line crossing permits

- 1. Permit fee = \$50 per application
- 2. Inspection fee = \$100 per crossing

#### **G.** Construction cost recovery

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

#### H. Engineering design review fee

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

#### I. Water Meter Fees

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

#### J. Publications

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

#### K. Other fees and charges

1. Fees charged for special circumstances outside the normal fee schedule may vary.

ENCLOSURE X NO ENCLOSURE \_\_\_

ITEM NUMBER: 12

TITLE: APPROVE OUTSIDE WATER SERVICE

AGREEMENT (WINDSOR RENEWAL I, LLC)

RECOMMENDATION: APPROVE OUTSIDE WATER SERVICE

AGREEMENT (WINDSOR RENEWAL I, LLC)

#### ADDITIONAL INFORMATION:

Windsor Renewal, the owner of property contained within the Great Western Industrial Park, is requesting an outside city water service agreement. Staff is requesting that the Water and Sewer Board approve the enclosed agreement.

# Windsor Renewal (Kodak Site) – Outside Water Service Agreement

December 18, 2019



# **Agreement Terms**

- Windsor Renewal owns property within Great Western Industrial Park (former Kodak site)
  - Site has been historically served by Greeley
  - o Office and light manufacturing
- Previous outside city water service agreement to serve the Musket facility since expired
- 30 year term
- 2 existing taps, 3 new taps
- Outside commercial rate



# Questions?



# OUTSIDE OF CITY TREATED WATER SERVICE AGREEMENT

This OUTSIDE OF CITY WATER SERVICE AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2019 ("Effective Date") by and between the CITY OF GREELEY, COLORADO, a home rule municipality ("Greeley" or "City") and WINDSOR RENEWAL I, LLC, a Colorado limited liability company ("Windsor Renewal").

#### **Recitals**

WHEREAS, Windsor Renewal is the owner of certain real property within the Great Western Industrial Park ("GWIP") in unincorporated Weld County, which property is located in the SW ¼ of Section 26 and the NW ¼ of Section 35, Township 6 North, Range 67 West of the 6<sup>th</sup> P.M. and more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, Windsor Renewal requires treated water service to the Property for several offices and light manufacturing facilities located in what are commonly known as Buildings S5K, S5L, S5M, C6, C15 and C17 ("S and C Buildings"), which facilities will be operated and occupied by Windsor Renewal or its lessees, invitees, operators, affiliates, successors, and assigns; and

WHEREAS, Windsor Renewal also requires treated water service to the Property for the facility operated by Musket Corporation ("Musket Facility"); and

WHEREAS, Greeley is willing to provide treated water service to the S and C Buildings and the Musket Facility, as described above, pursuant to the terms and conditions set forth in this Agreement;

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

#### Agreement

- 1. Term of Agreement. The term of this Agreement commences on the Effective Date and expires after a period of thirty (30) years, unless terminated by either Greeley or Windsor Renewal in accordance with paragraph 14 below. If Greeley and Windsor Renewal remain in good standing under this Agreement and Greeley continues to operate facilities in the area, the parties agree to negotiate in good faith the extension of this Agreement for a term to be defined at the time of extension.
- 2. <u>Treated Water Delivery</u>. Greeley shall deliver treated water to the Property, for use by the operators of the S and C Buildings and Musket Facility, at the points of delivery generally depicted on <u>Exhibit B</u>, attached hereto and incorporated herein by reference. Greeley may, in its sole discretion, make such deliveries from either its Bellvue Transmission Line, its Boyd Transmission Line, or from both transmission lines. Greeley and Windsor Renewal may establish additional points of delivery to the Property if necessary or appropriate, but shall mutually establish any such additional points in writing.

- 3. Tap Size(s) and Fees. Windsor Renewal shall install, from the points of delivery described in paragraph 2 above, separate lines for treated water service to each of the S and C Buildings (collectively, including the existing lines for treated water service to the Musket Facility, the "Taps") in the general locations depicted on Exhibit B. Windsor Renewal shall provide development plans for the Property to Greeley for its review and approval before installation of any new Taps, to ensure compliance with the applicable standards set forth in the Greeley Municipal Code and internal City policies. Windsor Renewal shall pay all costs associated with installation of Taps as required by the City, including, without limitation, standard and customary installation fees and meter fees. Windsor Renewal shall also pay for and install the concrete meter vault as specified on Windsor Renewal's utility plans, which plans shall also be subject to review and approval by the City. Windsor Renewal shall pay the fees, costs, and charges in effect at the time this Agreement is mutually executed. Installation of the Taps and all associated work shall be done by Windsor Renewal under the supervision of the Water Distribution Division Superintendent of the Greeley Water and Sewer Department, or such other official as the City may designate.
- **4.** Rates and Billing. Greeley shall bill the operators of the S and C Buildings and the Musket Facility directly for their use of treated water delivered pursuant to this Agreement, using the applicable rate set for customers outside the City of Greeley. Greeley shall review and adjust such rates annually, in accordance with Section 17-4 of the Greeley City Charter.
- 5. <u>No Vested Interest.</u> Greeley grants no rights, interest, or ownership in its water, water rights, or treated water system to Windsor Renewal by this Agreement, and Windsor Renewal acknowledges that no such rights, interest, or ownership shall vest, in law or in equity, as a result of Greeley providing treated water service to Windsor Renewal. Windsor Renewal shall not assert nor claim any such vested rights.
- **6.** Water Pressure and Continuity of Service. Greeley makes no representations or warranties whatsoever to Windsor Renewal regarding water pressure or continuity of service from its transmission lines, and Windsor Renewal agrees to accept the treated water service from Greeley at the pressure delivered. Windsor Renewal shall construct, at its own expense, any storage, pumping facilities, regulators, and/or auxiliary pumps necessary to provide adequate pressure for fire protection and back-up for periods during which the transmission system may not be operated.
- 7. <u>Maintenance and Operations</u>. Windsor Renewal shall bear sole responsibility for maintaining all treated water infrastructure on the Property beyond the points of delivery described in paragraph 2 above. Windsor Renewal shall keep all such infrastructure, including, without limitation, curb stop valves and service lines, in good working condition and shall promptly complete all necessary repairs or replacements at its own expense.
- **8.** <u>Backflow Prevention.</u> Windsor Renewal shall install, operate, test, and maintain RPZ (reduced pressure zone) backflow prevention assemblies on the Taps to protect the City's potable water works, in accordance with the Greeley Municipal Code. Windsor Renewal shall have the backflow prevention assemblies tested upon installation by a certified cross-connection control technician, and annually thereafter during the term of this Agreement, unless the City determines more frequent testing intervals are necessary.

- **9.** <u>Costs and Fees Non-Refundable</u>. All costs, fees, and charges remitted to Greeley by Windsor Renewal in connection with the treated water service provided under this Agreement are non-refundable.
- 10. Restriction on Assignment of Agreement. Windsor Renewal may not assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. Windsor Renewal shall request any such assignment in writing no less than 30 days in advance, and shall detail any anticipated changes in water usage. The City may condition its consent to assignment on compliance with applicable policies, rules, regulations, and ordinances of the City applicable to the treated water service provided by this Agreement.
- 11. <u>City of Greeley Rules and Regulations</u>. Windsor Renewal shall comply, and construct all improvements in accordance, with all policies, rules, regulations, and ordinances of the City applicable to the treated water service provided by this Agreement. Nothing in this Agreement should be construed as a waiver, limitation, precedent, or supersession by the City of any such policy, rule, regulation, or ordinance.
- 12. <u>Binding Agreement</u>. This Agreement shall bind and benefit Greeley and Windsor Renewal, as well as their respective representatives, agents, and permissible lessees, invitees, operators, affiliates, successors, and assigns, subject to the restriction in paragraph 10 above. Windsor Renewal shall ensure the compliance by its permissible lessees, invitees, operators, affiliates, successors, and assigns with the terms and conditions of this Agreement. This Agreement is not intended to run with the land as a covenant burdening real property.
- 13. <u>Notice</u>. Greeley and Windsor Renewal 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 mail, return receipt requested, or (c) provided via email. Greeley and Windsor Renewal shall promptly notify the other party if the appropriate contact information for notice changes.

For the City: Greeley Water and Sewer Department

Attn: Director of Water and Sewer 1001 11<sup>th</sup> Avenue, Second Floor

Greeley, Colorado 80631

sean.chambers@greeleygov.com

With a copy to: Greeley City Attorney's Office

Attn: Environmental and Water Resources

1100 10<sup>th</sup> Street, Suite 400 Greeley, Colorado 80631 daniel.biwer@greeleygov.com

For Windsor Renewal: Windsor Renewal I, LLC

252 Clayton Street, Fourth Floor

Denver, Colorado 80206 Attn: General Counsel jspiegleman@omnitrax.com

With a copy to: Windsor Renewal I, LLC

c/o Broe Real Estate Group 2005 Howard Smith Avenue East

Windsor, Colorado 80550

Attn: Industrial dbrown@broe.com

- 14. <u>Default and Termination; Waiver</u>. In the event either Greeley or Windsor Renewal 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 sixty (60) days from receipt of the notice within which to cure the default. Upon the cure of any such default during this period, this Agreement remains in full force and effect.
  - 14.1 If any declared default remains uncured after the 60-day cure period described above, or after any extension of the cure period mutually agreed to by the parties, the non-defaulting party may terminate this Agreement with an advance notice of thirty days 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, including the recovery of reasonable costs and attorneys' fees.
  - 14.2 In the event that any portion of the Property is annexed to any municipality other than the City of Greeley, including, without limitation, the Town of Windsor, Greeley may terminate this Agreement with an advance notice to Windsor Renewal of thirty (30) days.
  - 14.3 The failure of either Greeley or Windsor Renewal 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.
- **15.** <u>Abandonment of Taps</u>. Upon the expiration or termination of this Agreement, Windsor Renewal shall immediately cease water use on the Property and promptly abandon the Taps in strict accordance with applicable City standards.
- 16. <u>No Public Utilities Commission Regulation.</u> Windsor Renewal shall not assert nor support any statement, policy, petition, rule-making, or legislative attempt to place Greeley under the authority or jurisdiction of the Colorado Public Utilities Commission, by virtue of this Agreement or otherwise.
- 17. <u>Jurisdiction and Venue</u>. This Agreement shall be governed and enforced in accordance with the laws of the State of Colorado. Proper venue for any action arising out of this Agreement is the Weld County District Court.

- **18.** Restriction on Recording. Windsor Renewal shall not record this Agreement in the real property records of any jurisdiction. This Agreement is not intended to run with the land as a covenant burdening real property.
- 19. No Third Party Beneficiaries. The terms and conditions of this Agreement, and all rights of action relating thereto, are strictly reserved to the City, Windsor Renewal, and any permissible assigns. 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, including, without limitation, lessees of Windsor Renewal. Any person or entity other than the City or Windsor Renewal that receives a service or benefit under this Agreement is an incidental beneficiary only.
- **20.** <u>Integration and Amendment</u>. This Agreement constitutes a complete integration of the understandings between the City and Windsor Renewal with respect to the subject matter herein. No representations, negotiations, or warranties, express or implied, exist between Greeley and Windsor Renewal 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 Windsor Renewal.
- **21.** Counterparts. The parties may execute this Agreement in counterparts, each of which and the combination of which when signed by both the City and Windsor Renewal may be deemed original and together constitute a single contract.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the City of Greeley and Windsor Renewal I, LLC have authorized and executed this Outside of City Treated Water Service Agreement on the date set forth above.

WINDSOR RENEWAL I, LLC,

a Colorado limited liability company	
By:	
Name:	
Title:	
STATE OF COLORADO ) ss.	
COUNTY OF)  Acknowledged before me on thi	s day of, 2019, by
	and authorized representative of Windsor
Renewal I, LLC.	
WITNESS MY HAND AND MY SEAL.	
MY COM	IMISSION EXPIRES:
(Notary Public)	
THE CITY OF GREELEY, a Colorado home rule municipality	
	APPROVED AS TO LEGAL FORM:
By:	By:
Director of Water and Sewer	City Attorney

#### **EXHIBIT A**

# (LEGAL DESCRIPTION AND DEPICTION OF PROPERTY)

A PARCEL OF LAND BEING PART OF SECTIONS TWENTY-SIX (26), TWENTY-SEVEN (27) AND THIRTY-FIVE (35) OF TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P. M., COUNTY OF WELD, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P. M., AND ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION AS NORTH 89 DEGREES 44 MINUTES 23 SECONDS EAST, 1,321.39 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE ALONG THE WEST LINE OF SAID QUARTER, SOUTH 00 DEGREES 31 MINUTES 48 SECONDS EAST, 65.00 FEET TO THE SOUTH RIGHT-OF-WAY OF EASTMAN PARK DRIVE AND THE POINT OF BEGINNING;

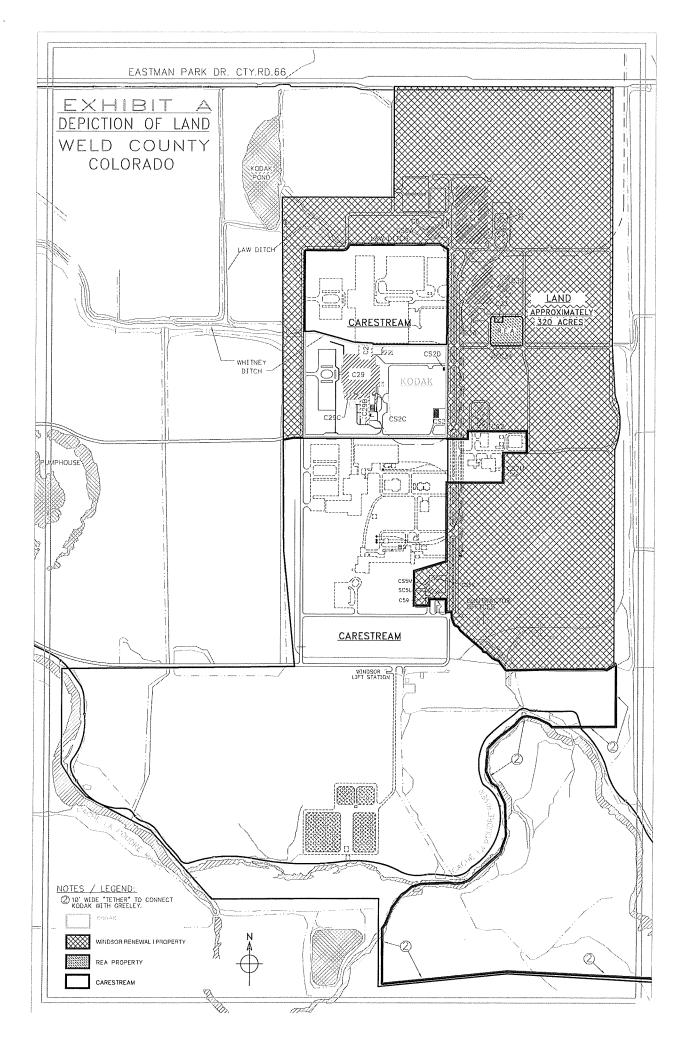
THENCE ALONG SAID RIGHT-OF-WAY, NORTH 89 DEGREES 44 MINUTES 23 SECONDS EAST, 2,474.39 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 69.50 FEET, A DELTA ANGLE OF 22 DEGREES 40 MINUTES 13 SECONDS, AN ARC LENGTH OF 27.50 FEET AND WHOSE LONG CHORD BEARS SOUTH 11 DEGREES 19 MINUTES 58 SECONDS WEST, 27.32 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 13 SECONDS EAST, 3460.53 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 139.50 FEET A DELTA ANGLE OF 36 DEGREES 04 MINUTES 44 SECONDS, AN ARC LENGTH OF 87.84 FEET AND WHOSE LONG CHORD BEARS SOUTH 18 DEGREES 02 MINUTES 35 SECONDS EAST, 86.40 FEET; THENCE SOUTH 36 DEGREES 04 MINUTES 57 SECONDS EAST, 82.47 FEET; THENCE ALONG A CURVE TO THE RIGHT. HAVING A RADIUS OF 116.50 FEET A DELTA ANGLE OF 35 DEGREES 52 MINUTES 46 SECONDS, AN ARC LENGTH OF 72.95 FEET AND WHOSE LONG CHORD BEARS SOUTH 18 DEGREES 08 MINUTES 34 SECONDS EAST, 71.77 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 11 SECONDS EAST, 82.36 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 130.50 FEET, A DELTA ANGLE OF 25 DEGREES 05 MINUTES 21 SECONDS, AN ARC LENGTH OF 57.14 FEET AND WHOSE LONG CHORD BEARS SOUTH 12 DEGREES 20 MINUTES 29 SECONDS WEST, 56.69 FEET; THENCE SOUTH 24 DEGREES 53 MINUTES 10 SECONDS WEST 220.09 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 37 SECONDS EAST, 3,158.79 FEET; THENCE SOUTH 89 DEGREES 34 MINUTES 09 SECONDS WEST 683.50 FEET; THENCE NORTH 45 DEGREES 45 MINUTES 54 SECONDS WEST, 51.75 FEET; THENCE NORTH 65 DEGREES 08 MINUTES 41 SECONDS WEST, 141.98 FEET; THENCE NORTH 79 DEGREES 35 MINUTES 57 SECONDS WEST, 69.85 FEET; THENCE NORTH 79 DEGREES 35 MINUTES 57 SECONDS WEST, 50.85 FEET; THENCE SOUTH 85 DEGREES 02 MINUTES 00 SECONDS WEST, 57.59 FEET: THENCE SOUTH 61 DEGREES 24 MINUTES 16 SECONDS WEST, 48.97 FEET; THENCE SOUTH 34 DEGREES 05 MINUTES 29 SECONDS WEST, 124.67 FEET; THENCE SOUTH 54 DEGREES 26 MINUTES 20 SECONDS WEST, 199.22 FEET; THENCE SOUTH 40 DEGREES 32 MINUTES 53 SECONDS WEST, 159.44 FEET; THENCE SOUTH 04 DEGREES 13 MINUTES 02 SECONDS WEST, 266.14 FEET; THENCE SOUTH 16 DEGREES 46 MINUTES 04 SECONDS EAST, 85.59 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 03 SECONDS EAST, 99.09 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 05 SECONDS EAST, 93.76 FEET; THENCE SOUTH 75 DEGREES 23 MINUTES 10 SECONDS EAST, 51.85 FEET; THENCE SOUTH 49 DEGREES 11 MINUTES 34 SECONDS EAST, 55.89 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 38 SECONDS WEST, 113.71 FEET; THENCE SOUTH 16 DEGREES 13 MINUTES 28 SECONDS WEST, 94.18 FEET; THENCE SOUTH 24 DEGREES 37 MINUTES 29 SECONDS EAST, 150.24 FEET; THENCE SOUTH 14 DEGREES 47 MINUTES 58 SECONDS WEST, 131.45 FEET: THENCE SOUTH 35 DEGREES 04 MINUTES 53 SECONDS WEST, 218.40 FEET; THENCE SOUTH 59 DEGREES 00 MINUTES 59 SECONDS WEST, 61.48 FEET; THENCE SOUTH 39 DEGREES 25 MINUTES 11 SECONDS WEST, 141.35 FEET; THENCE SOUTH 50 DEGREES 40 MINUTES 46 SECONDS WEST, 249.50 FEET; THENCE SOUTH 70 DEGREES 20 MINUTES 38 SECONDS WEST, 81.99 FEET; THENCE SOUTH 84 DEGREES 13 MINUTES 03 SECONDS WEST, 73.28 FEET; THENCE SOUTH 29 DEGREES 52 MINUTES 23 SECONDS EAST, 41.57 FEET; THENCE NORTH 85 DEGREES 41 MINUTES 56 SECONDS WEST, 418.10 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 35 SECONDS WEST, 127.23 FEET; THENCE SOUTH 58 DEGREES 40 MINUTES 24 SECONDS WEST, 68.14 FEET; THENCE SOUTH 42 DEGREES 52 MINUTES 40 SECONDS WEST, 71.52 FEET; THENCE SOUTH 31 DEGREES 19 MINUTES 04 SECONDS WEST, 192.28 FEET: THENCE SOUTH 21 DEGREES 22 MINUTES 15 SECONDS WEST, 201.87 FEET; THENCE SOUTH 36 DEGREES 05 MINUTES 51 SECONDS WEST, 64.27 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST, 641.71 FEET; THENCE NORTH 84 DEGREES 15 MINUTES 60 SECONDS EAST 1,441.46 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 50 SECONDS EAST, 2,326.00 FEET; THENCE SOUTH 10 DEGREES 48 MINUTES 40 SECONDS EAST, 10.28 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 50 SECONDS WEST, 2,327.66 FEET; THENCE SOUTH 84 DEGREES 15 MINUTES 60 SECONDS WEST, 1,451.78 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 05 SECONDS WEST, 656.02 FEET; THENCE NORTH 36 DEGREES 05 MINUTES 51 SECONDS EAST, 66.24 FEET; THENCE NORTH 21 DEGREES 22

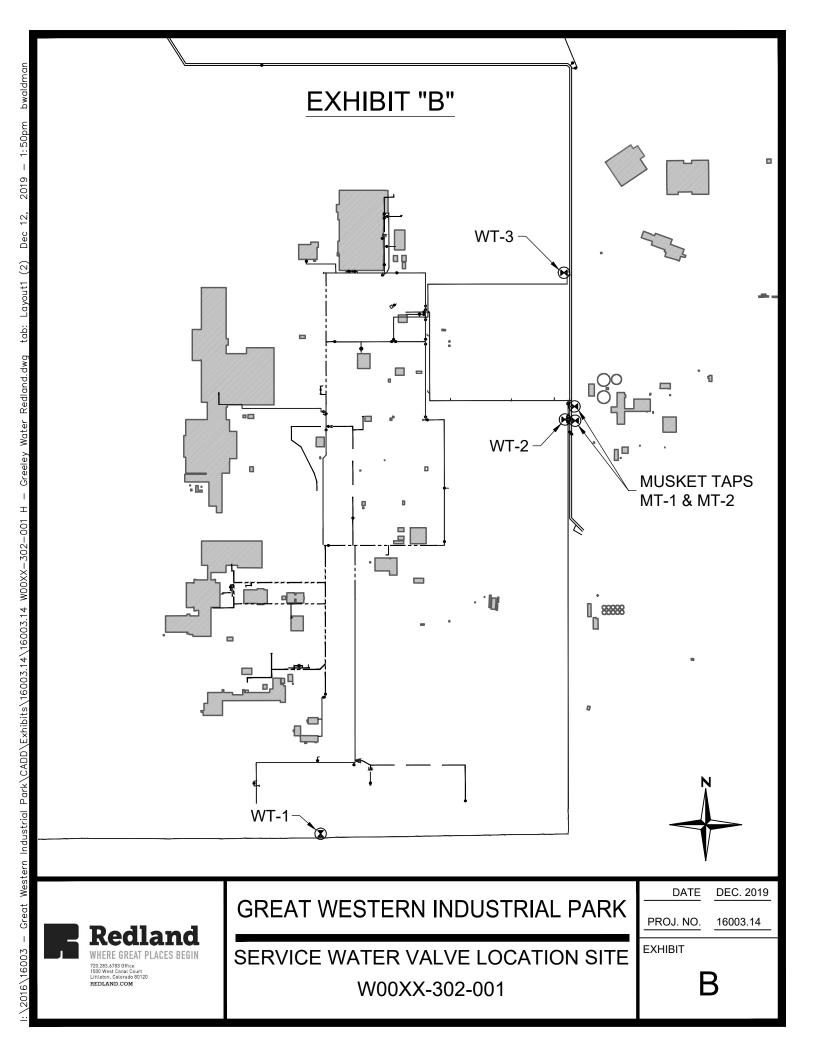
MINUTES 15 SECONDS EAST, 201.45 FEET; THENCE NORTH 31 DEGREES 19 MINUTES 04 SECONDS EAST, 194.16 FEET; THENCE NORTH 42 DEGREES 52 MINUTES 40 SECONDS EAST, 73.92 FEET; THENCE NORTH 58 DEGREES 40 MINUTES 24 SECONDS EAST, 71.45 FEET; THENCE NORTH 80 DEGREES 24 MINUTES 35 SECONDS EAST, 130,37 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 56 SECONDS EAST, 400.44 FEET; THENCE NORTH 29 DEGREES 52 MINUTES 23 SECONDS WEST, 38.12 FEET; THENCE NORTH 84 DEGREES 13 MINUTES 03 SECONDS EAST 87.49 FEET; THENCE NORTH 70 DEGREES 20 MINUTES 38 SECONDS EAST, 79.04 FEET; THENCE NORTH 50 DEGREES 40 MINUTES 46 SECONDS EAST, 246.78 FEET; THENCE NORTH 39 DEGREES 25 MINUTES 11 SECONDS EAST, 142.09 FEET; THENCE NORTH 59 DEGREES 00 MINUTES 59 SECONDS EAST, 61.09 FEET; THENCE NORTH 35 DEGREES 04 MINUTES 53 SECONDS EAST, 214.49 FEET; THENCE NORTH 14 DEGREES 47 MINUTES 58 SECONDS EAST, 126.08 FEET; THENCE NORTH 24 DEGREES 37 MINUTES 29 SECONDS WEST, 150.38 FEET; THENCE NORTH 16 MINUTES 13 SECONDS 28 SECONDS EAST, 96.50 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 38 SECONDS EAST, 107.70 FEET; THENCE NORTH 49 DEGREES 11 MINUTES 34 SECONDS WEST, 48.96 FEET; THENCE NORTH 75 DEGREES 23 MINUTES 10 SECONDS WEST, 52.11 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 03 SECONDS WEST, 198.08 FEET; THENCE NORTH 16 DEGREES 46 MINUTES 04 SECONDS WEST, 90.08 FEET; THENCE NORTH 04 DEGREES 13 MINUTES 02 SECONDS EAST, 271.27 FEET; THENCE NORTH 40 DEGREES 32 MINUTES 53 SECONDS EAST, 163.94 FEET: THENCE NORTH 54 DEGREES 26 MINUTES 20 SECONDS EAST, 198.64 FEET: THENCE NORTH 34 DEGREES 05 MINUTES 29 SECONDS EAST 125.30 FEET; THENCE NORTH 61 DEGREES 24 MINUTES 16 SECONDS EAST, 53.49 FEET; THENCE NORTH 85 DEGREES 02 MINUTES 00 SECONDS EAST, 61.03 FEET; THENCE SOUTH 79 DEGREES 35 MINUTES 57 SECONDS EAST, 123.32 FEET; THENCE SOUTH 65 DEGREES 08 MINUTES 41 SECONDS EAST, 144.96 FEET; THENCE SOUTH 45 DEGREES 45 MINUTES 54 SECONDS EAST, 49.35 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 09 SECONDS EAST, 669.45 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 37 SECONDS WEST, 652.66 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 15 SECONDS WEST, 1,141.70 FEET; THENCE NORTH 27 DEGREES 28 MINUTES 24 SECONDS WEST, 24.00 FEET; THENCE NORTH 02 DEGREES 30 MINUTES 35 SECONDS WEST, 32.00 FEET; THENCE SOUTH 87 DEGREES 29 MINUTES 25 SECONDS WEST, 40.00 FEET; THENCE NORTH 17 DEGREES 47 MINUTES 06 SECONDS WEST, 30.00 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 43 SECONDS WEST, 92.00 FEET; THENCE NORTH 51 DEGREES 25 MINUTES 49 SECONDS WEST, 590.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 115.00 A DELTA ANGLE OF 50 DEGREES 51 MINUTES 51 SECONDS, AN ARC LENGTH OF 102.09 FEET AND WHOSE LONG CHORD BEARS NORTH 25 DEGREES 59 MINUTES 54 SECONDS WEST, 98.77 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 59 SECONDS WEST, 91.35 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 10 SECONDS WEST, 29.95 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 50 SECONDS EAST, 143.50 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 10 SECONDS WEST, 210.00 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 23 SECONDS EAST, 73.00 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 37 SECONDS WEST, 145.00 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 23 SECONDS WEST, 402.32 FEET; THENCE NORTH 67 DEGREES 50 MINUTES 16 SECONDS EAST, 343.95 FEET; THENCE NORTH 22 DEGREES 21 MINUTES 40 SECONDS EAST, 106.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 12 SECONDS WEST, 705.07 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 48 SECONDS EAST, 635.60 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 03 SECONDS WEST, 356.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST, 256.00 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 40 SECONDS EAST, 268.50 FEET: THENCE SOUTH 89 DEGREES 55 MINUTES 01 SECONDS WEST, 619.50 FEET; THENCE SOUTH 00 DEGREES 10 MINUTES 24 SECONDS EAST, 44.09 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 34 SECONDS WEST, 273.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 54 SECONDS EAST, 2036.31 feet; THENCE NORTH 19 DEGREES 59 MINUTES 41 SECONDS WEST, 77.97 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 115.00 FEET A DELTA ANGLE OF 69 DEGREES 55 MINUTES 21 SECONDS, AN ARC LENGTH OF 140.34 FEET AND WHOSE LONG CHORD BEARS NORTH 54 DEGREES 57 MINUTES 21 SECONDS WEST, 131,80 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 02 SECONDS WEST. 1055.40 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 51 SECONDS WEST, 15.59 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 72,00 FEET A DELTA ANGLE OF 89 DEGREES 59 MINUTES 30 SECONDS, AN ARC LENGTH OF 113.09 FEET AND WHOSE LONG CHORD BEARS SOUTH 45 DEGREES 34 MINUTES 42 SECONDS WEST, 101.82 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 07 SECONDS WEST, 278.36 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 110.00 FEET A DELTA ANGLE OF 90 DEGREES 38 MINUTES 43 SECONDS, AN ARC LENGTH OF 174.03 FEET AND WHOSE LONG CHORD BEARS SOUTH 45 DEGREES 14 MINUTES 31 SECONDS WEST, 156.44 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 50 SECONDS EAST, 810.27 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 09 SECONDS WEST, 3.21 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 05 SECONDS EAST, 1181.52 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 34 SECONDS WEST, 192.86 FEET; THENCE SOUTH 79 DEGREES 01 MINUTES 09 SECONDS WEST, 51.10 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 03 SECONDS WEST, 1,344.88 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 03 SECONDS WEST, 1,320.03 FEET; THENCE NORTH 89 DEGREES 27 MINUTES 56 SECONDS EAST, 1,305.13 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 48 SECONDS WEST, 1,256.24 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE REAL ESTATE AS DESCRIBED IN A DEED DATED JUNE 16, 2008 AT RECEPTION NO. 3560762 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; A PARCEL OF LAND LOCATED IN THE W1/2 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P. M., COUNTY OF WELD, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH-WEST CORNER OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH P. M., AND ASSUMING THE NORTH LINE OF THE NW1/4 OF SAID SECTION AS NORTH 89 DEGREES 44 MINUTES 23 SECONDS EAST, 1,321.39 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE SOUTH 22 DEGREES 32 MINUTES 53 SECONDS EAST, 2,834.49 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 41 MINUTES 35 SECONDS EAST, 74.61 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 53 SECONDS WEST, 83.14 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 07 SECONDS EAST, 92.57 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 53 SECONDS EAST, 81.05 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 35 SECONDS EAST, 206.89 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS WEST, 280.68 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 18 SECONDS WEST, 22.82 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 42 SECONDS WEST, 374.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 18 SECONDS EAST, 312.00 FEET TO THE POINT OF BEGINNING. COUNTY OF WELD, STATE OF COLORADO.

SAID DESCRIBED PARCEL OF LAND CONTAINS APPROXIMATELY 320 ACRES, MORE OR LESS.





ENCLOSURE X NO ENCLOSURE \_\_\_

ITEM NUMBER: 13

TITLE: LEGAL REPORT

POSSIBLE ACTION: STATEMENTS OF OPPOSITION, IF ANY

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

Legal Report Greeley Water and Sewer Board Meeting December 18, 2019

- I. Statements of Opposition: Based on review of the October, 2019 Water Court Resume, staff and water counsel recommend that the Board file a statement of opposition in the following case:
  - a. Case Number: **19CW3199** Application by Northern Colorado Water Conservancy District for diligence on its South Platte Water Conservation Project. This project includes Galeton, intakes on the Platte and Poudre Rivers and Riverside Canal, pumping stations and forebay reservoirs. The overall project impact is about 80,000 acre feet of water. We recommend that the Greeley Water & Sewer Board file a statement of opposition to monitor the development of the large project, which has many implications for Greeley's operations on the Platte and Poudre rivers.
  - b. Case No. 19CW3208 Application by Central and GMS for diligence on their Plumb Ditch Exchange (50 cfs) and Nissen Pump Station Exchange (25 cfs). We recommend that the Greeley Water & Sewer Board file a statement of opposition in this case to monitor development of these large exchange rights which operate in the reach of Greeley's around the horn exchanges.
- II. Proposed Motion Language: "I move that the Board authorize the filing of a statement of opposition in Case Nos. 19CW3199 and 19CW3208, and for staff and legal counsel to seek resolution of issues raised by this case consistent with Water and Sewer Board Resolution No. 3-15."

ENCLOSURE \_\_\_\_ NO ENCLOSURE \_\_X

ITEM NUMBER: 14

TITLE: EXECUTIVE SESSION

RECOMMENDATION: INFORMATION ONLY

#### ADDITIONAL INFORMATION:

• Matters Related to Potential Acquisition of Water Storage

ENCLOSURE \_\_\_\_ NO ENCLOSURE \_\_X\_\_\_

ITEM NUMBER: 15

TITLE: DIRECTOR'S REPORT

RECOMMENDATION: INFORMATIONAL ONLY

#### ADDITIONAL INFORMATION:

- Municipal Water Resiliency and Sharing Bill
- CWP Tech Update

ENCLOSUR	RE NO ENCLOSURE <u>X</u>
ITEM NUMBER:	16
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 INFORMA	TION: