

WATER & SEWER BOARD AGENDA

Wednesday, June 20, 2018
2:00 p.m.

DISTRICT 6
ADMINISTRATION BUILDING
1025 9th Avenue
Greeley, CO 80631

1. Roll Call: _____ Chairman Harold Evans _____ Vice Chairman Mick Todd
 _____ Mr. Bob Ruyle _____ Mr. Fred Otis
 _____ Mr. Joe Murphy _____ Mr. Tony Miller
 _____ Mr. Manuel Sisneros _____ Mayor John Gates
 _____ Mr. Roy Otto _____ Mrs. Victoria Runkle
2. Approval of Minutes
3. Approval of and/or Additions to Agenda
4. Action: Approve Purchase and Sale Agreement (Pond 5 – Overland Ponds)
5. Action: Approve Annual Intergovernmental Agreement with Colorado Department of Public Health and Environment for Participation in The Milton Seaman Water Supply Project Environmental Impact Statement and Section 401 Water Quality Certification
6. Report: Legislative Session Update
7. Legal Report
8. Executive Session
9. Director's Report
10. Report: Rotary Club Presentation
11. Such Other Business That May Be Brought Before The Board and Added to This Agenda by Motion of the Board



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

**City of Greeley
Water and Sewer Board
Minutes of May 16, 2018
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:00 p.m. on Wednesday, May 16, 2018.

1. Roll Call

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Tony Miller, Joe Murphy, Bob Ruyle, Mayor Gates and Vic Runkle

Water and Sewer Department staff:

Water and Sewer Director Burt Knight, Deputy Director Sean Chambers, Business Manager Erik Dial, Water Resources Operations Manager John Thornhill, Water Rights Manager Jennifer Petrzelka and Office Manager Shannon Metcalf

Legal Counsel:

Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney Dan Biwer and Environmental and Water Resources Attorney Aaron Goldman

Other Guests: Community Development Director Brad Mueller, Citizens Jack Schneider and Philip Taylor

2. Approval of Minutes

Mr. Todd made a motion, seconded by Mr. Miller, to approve the April 18, 2018 Water and Sewer Board meeting minutes as presented. The motion carried 6-0.

3. Approval of and/or Additions to Agenda

There were no changes to the agenda.

4. Report: Annual Growth & Development Report by Community Development Department

Mr. Mueller explained that this report provides estimates of how much new residential development will occur from 2018 through 2022 within the City of Greeley. It examines historic and recent development and annexation activity, and uses apparent trends, along with local and regional projections, to forecast building activity in the coming years. The population estimate for 2018 is 107,457. In 2017, building permits were issued for 349 new dwellings, of which 111 were single-family and 238 were multi-family.

5. Action: Approve Cash-in-Lieu Resolution

Mr. Dial provided a brief summary of the Raw Water Strategy in the 2003 Water Master Plan, which described how new development in Greeley would likely occur on land with water rights associated with it to meet their raw water needs. This policy was to remain in effect until new water supplies had been developed in the Future Water Account and the availability of raw water for dedication became limited. The '03 Master Plan contemplated that at that point, new development would transition to paying cash-in-lieu of water fees rather than dedicating raw water rights. Given the limited remaining growth areas with associated water rights and the increasing demand and cost for Colorado-Big Thompson water, staff believes it is appropriate to transition to cash-in-lieu at this time. Mr. Thornhill explained the proposed methodology for pricing cash-in-lieu, which is based upon a portfolio value of water and resource firming water storage, and further provided a map with graphics showing the limited raw water available in Greeley's growth areas.

Staff proposed rescinding Resolution No. 7, 2015, which established the price of cash-in-lieu to be based on the rolling 3-year average of Colorado-Big Thompson water, adopting a new method for setting the cash-in-lieu price based off the value of the water within Greeley's water portfolio and the cost of new water storage projects, and amending Resolution No. 14, 2014 to remove the requirement that cash-in-lieu payments in excess of 8 acre feet must be approved by the Water and Sewer Board. Extensive discussion followed between Board members and staff regarding the language associated with the proposed Resolution and the methodology for pricing cash-in-lieu. The Board recognized the importance of this policy shift and the necessity to have the cash-in-lieu value computed in a reasonable and defensible methodology, and therefore asked staff to review the proposal with a consultant familiar with Greeley's raw water dedication policies and cost of service based rate making model and report back in a future meeting, bringing the item back for action at that future time.

This item was tabled until a future meeting.

City Attorney, Doug Marek, entered the meeting during this discussion.

Mr. Dial and Mr. Mueller left the meeting at 3:13 p.m.

6. Action: Approve Glover Grazing Lease

Mr. Thornhill explained that Greeley owns agricultural property consisting of approximately 137 Acres of land located in part of the West Half of the West Half of Section 34, Township 6 North, Range 66 West, of the 6th P.M., in Weld County, Colorado. The City desires to lease, under the terms of this Lease Agreement, the Property solely for grazing purposes to Glover Farms. This annual lease of the Property shall begin on the date this Lease Agreement is fully executed and end on December 31, 2018. Glover shall pay to the City Nine Hundred Dollars in 2018 dollars, for use and occupancy of the Property.

Mr. Ruyle made a motion, seconded by Mr. Murphy, to approve the Glover Grazing Lease. The motion carried 6-0.

7. Action: Approve and Confirm Recommendation of Approval to City Council of the Intergovernmental Agreement between the United States Fish and Wildlife and the City of Greeley

Mr. Knight explained that the City is working on permitting the expansion of the Milton Seaman Water Supply Project, which is proposed to expand the existing reservoir. As part of the Environmental Impact Statement, the United States Fish and Wildlife Service will provide consultation on the project. In order to facilitate a timely consultation and comprehensive effort by the USFWS the USFWS has agreed to hire and the City has agreed to fund a temporary employee with the USFWS. Having a dedicated USFWS staff member will be a significant factor in the success of the environmental consultation and planning support. The term of the agreement is for three years. He also noted that to expedite the USFWS hiring process, Council was requested to approve the agreement at the May 15, 2018 meeting contingent on Water and Sewer Board approval and confirmation of the recommendation.

Mr. Ruyle made motion, seconded by Mr. Todd, to Approve and Confirm Recommendation of Approval to the City Council of the Intergovernmental Agreement between the United States Fish and Wildlife and the City of Greeley. The motion carried 6-0.

8. Report: Water Court Update

Ms. Petrzelka gave an update on current Water Court Cases. She explained since the last update in December Greeley filed five statements of opposition, bringing the current number of pending Water Court cases where Greeley is an opposer to 15. This is a 21% decrease since the end of 2017.

The Water Resource Division's outside legal and engineering expenses for 2018 thus far is \$150,433. This is 26% of the total money spent on these services in 2017.

9. Report: Legal Report

Ms. Swanson provided the Legal Report. She explained that staff and legal counsel recommended that Greeley enter a statement of opposition to the application recently filed:

- a. Westervelt Ecological Services, LLC (Case No. 18CW3055): The Applicant is proposing to relocate a section of the Big Thompson River, at its confluence with the South Platte River, and to create a "high flow channel" to provide for flood-control benefits and to irrigate wetlands on the project site. The Applicant is seeking a junior conditional direct flow right to irrigate the wetlands. The beneficial use claimed in this application (i.e., the irrigation of wetlands) is novel. Depending on how this matter proceeds, it may establish precedent that affects Greeley's ability to use its water rights to mitigate wetland impacts in the future. Staff and counsel recommend entering a statement of opposition to monitor this matter to ensure that Greeley's water rights and related interests are protected.

Mr. Todd made motion, seconded by Mr. Miller, authorizing staff and legal counsel to enter the statement of opposition and resolve the issues of this case consistent with Resolution 3, 2015. The motion carried 6-0.

10. Executive Session

At 3:25 pm Chairman Evans made a motion to move into executive session to address the following matters:

1. Conferences with an attorney for the purposes of receiving legal advice on specific legal questions under C.R.S. § 24-6-402(4)(b) and Greeley Municipal Code 2.04.020(a)(2).
2. Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, as authorized by C.R.S. § 24-6-402(4)(e)(I) and Greeley Municipal Code 2.04.020(a)(5).

Chairman Evans identified the following topics for discussion:

1. The status and assignment of Water and Sewer Board and Department related matters in-house and outside counsel.

Vice Chairman Todd motion, Mr. Miller seconded the motion. The motion carried 6-0.

Present during the executive session were:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Bob Ruyle, Tony Miller, Joe Murphy, Mayor John Gates, Director of Finance Victoria Runkle, Director of Water and Sewer Burt Knight, Deputy Director Sean Chambers, Office Manager Shannon Metcalf, Senior Administrative Assistant, Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney Dan Biwer, Environmental and Water Resources Attorney Aaron Goldman and City Attorney Doug Marek

The Executive Session ended at 3:53 p.m. and the regular meeting resumed.

11. Action: Approve Consideration of Motion Designating Legal Counsel to the Board

Vice-Chairman Todd moved, pursuant to Greeley Municipal Charter 17-8, to direct the City Manager to contract with Carolyn Burr and Jim Noble from the law firm of Welborn Sullivan Meck & Tooley, P.C. to serve as legal counsel to the Water and Sewer Board. The motion was seconded by Mr. Otis. The motion carried 6-0.

12. Director's Report

- Tri-City Dinner Reception will be held on May 31st at Hilton Double Tree
- A copy of Resolution 3, 2015 Concerning Water Court statements of opposition and stipulations was included in the board packets

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

Chairman Evans adjourned the meeting at 4:31 p.m.

Harold Evans, Chairman

Shannon Metcalf, Office Manager

WATER & SEWER BOARD AGENDA June 20, 2018

ENCLOSURE X NO ENCLOSURE _____

ITEM NUMBER: 7

TITLE: ACTION: APPROVE PURCHASE AND SALE
AGREEMENT (POND 5 – OVERLAND PONDS)

RECOMMENDATION: APPROVE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF POND 5 AT OVERLAND PONDS

ADDITIONAL INFORMATION:

Staff is recommending that the Water and Sewer Board approve the enclosed Purchase and Sale Agreement ("Purchase Agreement") by and among Deines Trust and the City of Greeley ("Greeley"), as to an undivided Fifty Percent (50%) Interest; Fort Collins-Loveland Water District, as to an undivided Twenty-One Percent (21%) Interest; North Weld County Water District, as to an undivided Sixteen and Five/Tenths Percent (16.5%) Interest; and East Larimer County Water District, as to an undivided Twelve and Five/Tenths Percent (12.5%) Interest (the, "Tri-Districts"). The Purchase Agreement is for the purchase of land that contains an excavated and lined gravel pit. This is the fifth in a series of five parcels that have been mined by Martin Marietta for sand and gravel products and subsequently reclaimed as lined water storage. The storage volume of the fifth pit is estimated at 189 acre feet, but the total volume will be verified by a survey. The final purchase price will be based on the actual surveyed storage volume. The Purchase Agreement has been signed by Mr. and Mrs. Deines. The executed copies have been delivered to the Tri-Districts' attorney's office and distributed to the Tri-Districts for approval.

The Purchase Agreement has been drafted in accordance the terms and conditions of the Intergovernmental Agreement (“IGA”), by and between Greeley and the Tri-Districts, approved by City Council on August 10, 2011. The IGA sets out the policy and goals of the Overland Ponds Project as well as the terms and conditions of contracting and the obligation of cooperating with the Tri-Districts in the acquisition of land and development of the Project.

PURCHASE AND SALE AGREEMENT
(Deines Trust)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into by and among MAURICE L. DEINES AND ALICE J. DEINES AS TRUSTEES OF THE DEINES TRUST DATED OCTOBER 17, 2006 (collectively, "Sellers"), and THE CITY OF GREELEY, COLORADO, a Colorado home rule municipal corporation, acting by and through its Water and Sewer Board, as to an undivided fifty percent (50%) interest; FORT COLLINS-LOVELAND WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided twenty-one percent (21%) interest; NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided sixteen and five/tenths percent (16.5%) interest; and EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, as to an undivided twelve and five/tenths percent (12.5%) interest (collectively, "Buyers").

RECITALS

1. The Sellers are the owners of real property containing approximately twenty-two and seventy-four/thousandths (22.074) acres of real property legally described on Exhibit "A-1" and depicted and identified as Lot 3 on Exhibit "A-2", attached hereto and incorporated herein by reference ("Land").
2. The Land has been mined pursuant to a Gravel Lease (defined below) with Martin Marietta (defined below).
3. In conjunction with the mining activities conducted upon the Land, Martin Marietta has constructed a lined water storage facility in accordance with the Tetra Tech Requirements (defined below) and complying with all requirements of the Regulatory Bodies (defined below).
4. Pursuant to the Special Use Permit (defined below), the Land is the fifth (5th) in a series of five (5) parcels that have been mined by Martin Marietta for sand and gravel products and subsequently reclaimed as water storage.
5. The Sellers desire to sell, and the Buyers desire to purchase, the Land, together with the appurtenant property rights and the Transferable Water Rights (defined below) 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, the Sellers and the Buyers hereby agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "Actual Water Storage Capacity" shall mean and refer to the actual usable water storage capacity of the Reservoir (defined below) as determined by a survey from a qualified engineer selected by the Buyers certifying the actual usable water storage capacity of Pond 5 (defined below) located upon the Land, taking into account any physical limitations on such water storage capacity, such as the height of any proposed spillways to be constructed in connection with such Reservoir without regard to any requirement for freeboard.

1.2 "Land" shall mean and refer to that property defined under Recital 1 above.

1.3 "Effective Date" shall mean and refer to the date upon which the last party hereunder signs this Agreement.

1.4 "Gravel Lease" shall mean and refer to the Amended and Restated Gravel Property Lease dated December 6, 2004, by and between the Sellers (as successor to Joseph and Daniel Glass), as lessor, and Martin Marietta (as successor in interest to Lafarge West, Inc.), as lessee.

1.5 "Martin Marietta" shall mean and refer to Martin Marietta, Inc., a North Carolina corporation (successor in interest to Lafarge West, Inc. a Delaware corporation).

1.6 "Pond 5" shall mean and refer to "Pond 5" located upon the Land and depicted on that certain map prepared by GEI Consultants, dated September 8, 2017, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

1.7 "Regulatory Bodies" shall mean and refer to (i) the Colorado State Engineer; (ii) the Division of Minerals and Geology; and (iii) the County of Larimer, Colorado.

1.8 "Tetra Tech Requirements" shall mean and refer to the requirements for the construction of a slurry wall lined reservoir with respect to Pond 5, which are substantially similar to those requirements set forth in the Overland Ponds, Slurry Wall Alignments A and B (Ponds 3, 4, and 5) Design Memorandum dated January 30, 2013, prepared by Tetra Tech, including the plans and specifications produced by Tetra Tech referred to therein.

1.9 "Reservoir" shall mean and refer to Pond 5 located on the Land completed as a lined water storage reservoir subsequent to the Closing Date in accordance with the Tetra Tech Requirements and any requirements of the Regulatory Bodies.

1.10 "Special Use Permit" shall mean and refer to the Special Review Findings and Resolutions Approving the Petition of Overland Ponds by Larimer County Board of County Commissioners and the Development Agreement for Overland Ponds Special Review (File #02-Z1736) issued pursuant thereto for gravel and sand extraction activity upon the Land and adjacent property.

ARTICLE 2 SALE OF PROPERTY

The Sellers agree to sell, and the Buyers agree to buy, on the terms and conditions set forth in this Agreement, the Property (defined below). The "Property" shall include, and the Sellers shall convey to the Buyers at Closing, the following:

2.1 Land. The Land, together with all right, title and interest of the Sellers in and to the minerals and mineral rights, reversions, remainders, easements, rights of way, appurtenances, licenses, tenements and hereditaments appertaining to or otherwise benefiting or used in connection with the Land or the Improvements (defined below) located thereon.

2.2 Improvements. All existing improvements, structures, pipes and fixtures placed, constructed, installed or located on the Land, if any, and all fences, gates, plants, trees, landscaping and other appurtenances, if any, upon, over or under the Land, excluding, however, any improvements owned by Martin Marietta (collectively, "Improvements").

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

2.3 Permits, Licenses, Etc. All right, title and interest of the Sellers, 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 Real Property.

2.4 Other Rights. Any and all other rights, privileges and appurtenances owned by the Sellers, without warranty of any type, which relate to or are used in connection with the Real Property to the extent that they are assignable, including but not limited to, the Gravel Lease. The Gravel Lease shall be assigned, at Closing, in form agreed upon by the parties not less than thirty (30) days prior to the expiration of the Inspection Period or any extension of the Inspection Period.

2.5 Water Rights. All water and water rights, wells and well permits and rights, ditches and ditch rights, reservoirs and reservoir rights appurtenant to the Real Property, whether tributary, nontributary or not nontributary, including, but not limited to, any domestic and/or irrigation wells and well permits located on or associated with the Land EXCLUDING, ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE WATER AND WATER RIGHTS, WELLS AND WELL PERMITS AND RIGHTS, DITCHES AND DITCH RIGHTS, RESERVOIRS AND

RESERVOIR RIGHTS REPRESENTED BY LARIMER COUNTY CANAL NO. 2 IRRIGATING COMPANY STOCK CERTIFICATE NO. 1826, FOR FIVE HUNDREDTH (.05) OF A SHARE AND BY NEW MERCER DITCH COMPANY STOCK CERTIFICATE NO. 002636, FOR FIVE HUNDREDTH (.05) AND THE I. C. WOODS SEEPAGE DITCH ("I. C. WOODS SEEPAGE DITCH RIGHTS").

All of the foregoing water rights to be transferred to the Buyers (excluding the shares in the New Mercer Ditch Company and the Larimer County Canal No. 2 Irrigating Company and the I.C.Woods Seepage Ditch Rights) shall be hereinafter referred to as the "Transferable Water Rights."

ARTICLE 3 PURCHASE PRICE

3.1 Purchase Price. The total purchase price for the Property ("Purchase Price") shall be an amount equal to Three Thousand Dollars (\$3,000.00) ("Price Per Acre-Foot") multiplied by the total number of acre feet of Actual Water Storage Capacity within the Reservoir. For purposes of determining the initial amount of the Title Commitment (defined below) pursuant to 5.1 below, the "Estimated Purchase Price" for the Property shall be computed by multiplying the Price Per Acre-Foot (i.e. Three Thousand Dollars (\$3,000.00)) by the estimated one hundred eighty-nine (189) acre feet of Actual Water Storage Capacity within the Reservoir, resulting in an Estimated Purchase Price for the Property in the amount of Five Hundred Sixty-seven Thousand Dollars (\$567,000.00).

3.2 Deposit. Within fifteen (15) days following the Effective Date of this Agreement, the Buyers shall cause the amount of Ten Thousand Dollars (\$10,000.00) ("Deposit") to be deposited with Land Title Guaranty Co. ("Title Company"). The Deposit shall be held by the Title Company to be credited toward the amount due at Closing, as set forth and determined in Section 3.4 below. The Deposit shall be refundable to the Buyers at any time prior to the expiration of the Inspection Period (defined below) if the Buyers are not satisfied with the Property and shall be subject to return to the Buyers upon termination of this Agreement by the Buyers pursuant to Section 5.4, Section 6.3, Article 7, Section 13.3 and Article 15 below. Except as set forth in the preceding sentence, the Deposit shall be non-refundable to the Buyers.

3.3 Interest. All interest accrued on the Deposit shall be added to and constitute part of the "Deposit." The Deposit (including all interest accrued thereon) shall be applied against the amount due at Closing as set forth in Section 3.4 below.

3.4 Closing. At Closing, the Buyers shall pay to the Sellers the Purchase Price, less the Deposit, by cashier's check, wire transfer or other immediately available funds; plus (i) any other amounts required to be paid by the Buyers at Closing; and (ii) plus or minus any prorations or credits.

3.5 Survey. Not less than fifteen (15) days prior to the expiration of the Inspection Period, the Buyers shall obtain, at their cost, a detailed survey from a qualified surveyor or engineer selected by the Buyers certifying the Actual Water Storage Capacity within the Reservoir ("Water

Storage Capacity Survey"). The Water Storage Capacity Survey shall contain a certification by a surveyor or engineer of the Actual Water Storage Capacity of the Reservoir, taking into account any physical limitations on such water storage capacity. If necessary, the Sellers shall cause the Reservoir to be dewatered, at their sole expense, in order to obtain an accurate Water Storage Capacity Survey. The Buyers will provide the Sellers with a copy of the Water Storage Capacity Survey. The Purchase Price for the Property shall be recomputed at that time and shall be equal to the Actual Water Storage Capacity located within the Reservoir multiplied by the Price Per Acre-Foot.

ARTICLE 4
[INTENTIONALLY DELETED]

ARTICLE 5
TITLE

5.1 Title Commitment. Within ten (10) days after the Effective Date of this Agreement, the Sellers shall provide to the Buyers for their review the following:

A. A commitment for an owner's policy of title insurance ("Title Commitment"), issued by the Title Company covering the Land and indicating the Title Company's willingness to issue to the Buyers at Closing the Title Policy (defined below) in the amount of the Estimated Purchase Price, with such Title Commitment setting forth the status of title to the Land and showing all liens, claims, encumbrances, easements, rights of way, encroachments, reservations, restrictions and other matters of record affecting title to the Land. After the Water Storage Capacity Survey has been completed in accordance with Section 3.5, the Title Commitment shall be updated within ten (10) days to reflect the Purchase Price.

B. Copies of all recorded documents referred to in the Title Commitment as exceptions to title to the Land ("Title Documents").

C. True and correct copies of all (i) mining and reclamation permits for the extraction of sand, gravel, stone and other materials issued by the Colorado Division of Minerals and Geology, including, but not limited to, a 112 Regular Mining Permit ("Mining and Reclamation Permits"); (ii) well permits relating to the exposure of groundwater to evaporation and/or consumption, together with any applications, approvals, engineering or other documents related to any substitute water supply plans, plan for augmentation, or groundwater appropriation describing methods used to replace evaporative and consumptive groundwater losses ("Well Permits"); and (iii) other agreements affecting the Real Property, which are not included in the Title Documents provided by the Title Company.

5.2 Condition of Title. Title to the Real Property shall be delivered to the Buyers and the Buyers agree to accept such title free and clear of all liens and encumbrances subject only to each of the following ("Permitted Exceptions"):

A. All 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 the Sellers at Closing.

B. General property taxes for the year of Closing, provided that such taxes shall be prorated to the Closing Date.

C. Any state of facts as may be shown on the ALTA Survey (defined below).

D. Any matters created by or through the Buyers.

5.3 ALTA/NSPS Land Title Survey. Not less than fifteen (15) days prior to the expiration of the Inspection Period, Buyer shall have prepared a final ALTA/NSPS Land Title Survey of the Real Estate ("ALTA 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, which Survey shall be certified to the Seller, Buyer, and the Title Company.

5.4 Vesting of Title. At or before Closing, the Sellers shall cause Joseph S. Glass and Daniel A. Glass to assign, convey, or release any interest they may have in the Property to the Sellers. Any assignment(s), release(s), or deed(s) from Joseph S. Glass and Daniel A. Glass to the Sellers may be escrowed with the Title Company Prior to Closing. At Closing, the Sellers convey fee simple title to the Real Property to the Buyers by general warranty deed and the Transferable Water Rights to the Buyers by Bargain and Sale Deed, free and clear of all liens and encumbrances, subject only to the Permitted Exceptions. If the Sellers or the Title Company gives the Buyers notice of a title exception that is not a Permitted Exception and that arose subsequent to the execution hereof, or was not disclosed in the Title Commitment, then the Buyers shall disapprove of such exceptions, if at all, by giving written notice of objection to the Sellers within fifteen (15) days after receiving notice from the Sellers or the Title Company. Any such exception not objected to in writing within such fifteen (15) day period shall be deemed an additional Permitted Exception. The Sellers may elect (but shall not be obligated) to remove, or cause to be removed at their expense, any such disapproved exceptions (collectively, "Disapproved Matters") or, with the Buyers' approval, the Sellers may elect (but shall not be obligated) to obtain title insurance insuring against the effect of the Disapproved Matters. The Sellers shall notify the Buyers in writing within seven (7) business days after receipt of the Buyers' notice of Disapproved Matters if the Sellers elect to remove or obtain insurance for such matters. If the Sellers fail or are unable to remove or (with approval of the Buyers) cause the Title Company to endorse over any such Disapproved Matters prior to Closing, or if the Sellers elect not to remove one (1) or more Disapproved Matters, or if the Buyers do not approve endorsing over such matter, the Buyers may, upon seven (7) days' prior written notice to the Sellers, elect to terminate this Agreement. Upon termination of this Agreement and except as otherwise provided herein, the Deposit shall be returned to the Buyers and neither the Sellers nor the Buyers shall have any further obligation or liability to the other hereunder (with the exception of those obligations which by their nature are intended to survive the termination of this Agreement).

5.5 Title Insurance. As soon as reasonably practical after Closing, the Title Company shall issue to the Buyers an ALTA owner's form of title insurance policy, insuring that fee simple title to the Real Property is vested in the Buyers subject to the Permitted Exceptions ("Title Policy"). The Buyers 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 the Sellers,

and any other endorsements to the Title Policy as the Buyers may reasonably require, provided that such other endorsements shall be at the Buyers' sole cost and expense and at no cost or additional liability to the Sellers and that Closing shall not be delayed as a result of the Buyers' request.

ARTICLE 6 INSPECTION PERIOD

6.1 Inspection Period. During the period which commences upon the Effective Date and continues until 4:00 p.m., Mountain Time, on the ninetieth (90th) day thereafter ("Inspection Period"), the Buyers and their authorized agents, representatives and consultants shall, subject to the rights of the lessee under the Gravel Lease, be entitled to enter upon the Real Property at all reasonable times to inspect the Real 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 the Buyers deem necessary or appropriate in connection with their intended acquisition, use and development of the Property. The Buyers shall bear the costs of all such inspections and tests. The Sellers agree to reasonably cooperate with any such inspections, investigations and surveys or studies made by or at the Buyers' direction so long as such cooperation is at no material expense to the Sellers.

6.2 Inspection. The Buyers and their authorized agents, representatives and consultants shall (i) not unreasonably interfere with the operation and maintenance of the Real Property; (ii) shall comply with any reasonable requirements imposed upon them in connection with such inspection by the lessee under the Gravel Lease; (iii) shall not injure or otherwise cause bodily harm to the Sellers, their agents, contractors or employees; (iv) shall promptly pay when due the costs of all tests, investigations and examinations done with regard to the Real Property; (v) shall not permit any liens to attach to the Real Property by reason of the exercise of their rights hereunder; and (vi) shall restore the Real Property as nearly as practicable to substantially the same condition in which the Real 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 the Buyers' obligations pursuant to this Section 6.2.

6.3 Termination due to Inspection. If, during the Inspection Period, the Buyers shall, for any reason, in the Buyers' sole discretion, judgment and opinion, disapprove or be dissatisfied with any aspect of the Property or its investigations relating thereto, the Buyers shall be entitled to terminate this Agreement by giving written notice to the Sellers 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 the Buyers and neither the Sellers nor the Buyers 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 the Agreement is terminated, any escrowed assignment(s), release(s), or deed(s) from the Joseph S. Glass and Daniel A. Glass to the Sellers shall be returned by the Title Company to the Joseph S. Glass and Daniel A. Glass.

If written notice of termination is not given by the Buyers to the Sellers prior to the expiration of the Inspection Period, the Deposit shall not be refunded to the Buyers if, for any

reason other than as a result of a default by the Sellers or pursuant to Section 5.4, Article 7, Section 13.3 or Article 15, the Closing of this transaction does not occur.

6.4 Continuing Inspections. Following the Inspection Period, the Buyers shall continue to be authorized to enter upon the Real Property at all reasonable times and subject to the terms and conditions of Section 6.2.

ARTICLE 7 CLOSING CONTINGENCIES

The obligations of the Buyers to purchase the Property are subject to satisfaction of the following contingency, which may be waived by the Buyers at their option:

The approval and ratification of this Agreement by the Greeley Water and Sewer Board with respect to the City of Greeley, Colorado, and the Board of Directors with respect to the other Buyers under this Agreement and the appropriation of funds for the purchase of the Property within sixty (60) days following the expiration of the Inspection Period ("Governmental Approval Period"). In the event that the governing body of each of the Buyers has not ratified and approved this Agreement and appropriated funds for the purchase of the Property by each of the Buyers prior to the expiration of the Governmental Approval Period, then, in such event, upon written notice by the Buyers to the Sellers, this Agreement shall terminate, whereupon the Deposit shall be returned to the Buyers 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.

ARTICLE 8 CLOSING

8.1 Closing. The closing of this transaction ("Closing") shall occur at 1:30 p.m. at the Law Offices of Hasler, Fonfara and Goddard LLP, 125 South Howes, 6th Floor, Fort Collins, Colorado 80521, upon the earlier of (i) the thirtieth (30th) day following the expiration of the Governmental Approval Period, or (ii) such earlier date as shall be designated by the Buyers, provided that the Buyers shall give the Sellers not less than ten (10) days' prior written notice of such earlier date ("Closing Date").

8.2 Transactions at Closing. On the Closing Date:

A. The Sellers shall deliver or cause to be delivered to the Buyers the following documents duly executed and acknowledged where appropriate:

(1) A bargain and sale deed conveying any rights held by Joseph S. Glass and Daniel A. Glass in the Real Property to the Sellers free and clear of all liens and encumbrances and subject only to the applicable Permitted Exceptions from the Trust to the Sellers.

(2) An assignment of Gravel Mining Lease, from Joseph S. Glass and

Daniel A. Glass to the Sellers.

(3) An assignment, without warranty of any type, from Joseph S. Glass and Daniel A. Glass to the Sellers of any right, title and interest in and to all governmental permits, licenses, certificates and authorizations held by Joseph S. Glass and Daniel A. Glass relating to the construction, development, use or operation of the Real Property.

(4) A bargain and sale deed transferring all of Joseph S. Glass and Daniel A. Glass right, title and interest in and to the Transferable Water Rights to the Sellers.

(5) An assignment, without warranty of any type, from the Joseph S. Glass and Daniel A. Glass to the Sellers of all other rights, privileges and appurtenances held by Joseph S. Glass and Daniel A. Glass which relate to or are used in connection with the Real Property to the extent that they are assignable.

(6) A general warranty deed conveying the Real Property free and clear of all liens and encumbrances and subject only to the applicable Permitted Exceptions.

(7) An assignment of Gravel Mining Lease, in accordance with Section 2.4 above.

(8) An assignment, without warranty of any type, of the Sellers' right, title and interest in and to all governmental permits, licenses, certificates and authorizations relating to the construction, development, use or operation of the Real Property.

(9) A bargain and sale deed transferring all of the Sellers' right, title and interest in and to the Transferable Water Rights to the Buyers.

(10) An assignment, without warranty of any type, of all other rights, privileges and appurtenances owned by the Sellers which relate to or are used in connection with the Real Property to the extent that they are assignable.

(11) A certificate of non-foreign status to confirm that the Buyers are 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.

(12) 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.

(13) Such other documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

B. The Buyers shall deliver to the Sellers the following:

(1) The Purchase Price, subject to credits and adjustments as herein provided, and such additional sums as are necessary to pay the Buyers' share of closing costs,

prorations and any fees as more particularly set forth herein.

(2) [Intentionally Deleted].

(3) Documentation in such form as may be satisfactory to the Sellers and the Title Company, evidencing the Buyers' full authority and capacity to purchase the Property.

(4) A mechanic's lien affidavit in favor of the Title Company in a form reasonably acceptable to the Buyers.

(5) [Intentionally Deleted].

(6) Such additional documents as may be reasonably necessary and appropriate to complete the Closing of the transaction contemplated herein.

ARTICLE 9 PRORATIONS; CLOSING COSTS

9.1 Prorations. To the extent ascertained by the Larimer County Assessor's Office, all taxes shall be paid in full at Closing and the Larimer County Assessor's Office shall confirm that no taxes shall thereafter be assessed against the Real Property as a result of ownership of the Real Property by the Buyers. In the event the Larimer County Assessor's Office is unable or unwilling to confirm the exact amount of the taxes then due and owing, then, in such event, all real estate taxes attributable to the Real Property for the calendar year in which the Closing occurs shall be prorated as of the Closing on the basis of the most recent mill levy for the Real Property and the current assessed value for the Real Property. Any special assessments against the Real Property shall be paid in full by the Sellers at the time of Closing. To the extent that prorations of taxes and assessments are made at Closing, such prorations shall be a final settlement.

9.2 Closing Costs. The Buyers 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 escrow costs. The Sellers 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 escrow costs. Each party shall pay its own attorneys' fees.

ARTICLE 10 COVENANTS

10.1 Continuing Covenants of Parties.

A. [Intentionally Deleted].

B. [Intentionally Deleted].

C. Reclamation Escrow. Following the completion of construction of the

Reservoir, the Sellers shall cause the Real Property to be graded, seeded and landscaped in accordance with the Special Use Permit and the requirements of the Colorado Division of Minerals and Geology. In further clarification, the Sellers shall be responsible for complying or causing Martin Marietta to comply with all obligations of all permits, including the Special Use Permit and the Mining and Reclamation Permits relating to the Reservoir, unless and to the extent modified at the request of the Buyers, in which case the Buyers shall be obligated for compliance with any amendments or modifications requested by the Buyers but not the original obligations which have not been so amended or modified and which shall remain the obligations of the Sellers.

D. [Intentionally Deleted].

E. Water Rights Adjudication. The parties acknowledge and agree that changes of water rights and/or other water rights adjudications may be necessary to allow use by the Buyers of the Property for their intended purpose of a water storage facility. Unless this Agreement is terminated pursuant to the provisions herein, the Sellers agree that they shall not oppose, but shall cooperate with the Buyers, in any actions filed in Water Court or administrative or other proceedings for approval of the Buyers' use of their water rights for storage purposes on the land, including, without limitation, change of water right, alternative point of diversion, appropriative rights of exchange, or other Water Court applications involving water stored in the Reservoir.

Notwithstanding any other provision herein to the contrary, all of the continuing obligations of the parties set forth in this Section 10.1 shall survive the Closing of this transaction until the satisfaction thereof.

10.2 Parties' Obligations Regarding Water Augmentation. The Sellers shall have the responsibility of or cause Martin Marietta to be responsible for obtaining and maintaining all permits and approvals required concerning the replacement to the stream system for out-of-priority diversions (including precipitation), evaporation or other losses (including lagged depletions) required to be replaced on, or in connection with, the gravel mining operation on Pond 5 until Closing. Such replacement shall be carried out using water rights available to the Sellers but at no expense, risk or responsibility to the Buyers. The Sellers shall hold the Buyers harmless from any such expense or risk in the event responsibility for such replacement is sought to be imposed upon the Buyers by any agency or entity.

Except with respect to any lagged depletions for which the Sellers shall continue to be responsible, the Buyers shall be responsible or cause Martin Marietta to be responsible for obtaining and maintaining all permits and approvals required concerning the replacement to the stream system for out-of-priority diversions (including precipitation), evaporation or other losses required to be replaced on, or in connection with, Pond 5 that occurs after the Closing. Any such replacement shall be carried out using water rights available to the Buyers but at no expense, risk or responsibility to the Sellers.

To the extent required, the parties shall reasonably cooperate with each other in the design, approval and implementation of any such plan of augmentation, provided that the cooperating party shall not be required to incur any material expense in connection therewith.

10.3 No Waste Material. The Sellers shall not place or allow to be placed any waste material (e.g., wash fines) in Pond 5. Any such waste material may only be placed and deposited outside of the boundaries of the Land.

10.4 [Intentionally Deleted]

10.5 Cooperation for Municipal Reservoir Usage. At the request of the Buyers, the Sellers shall reasonably cooperate with the Buyers in obtaining modifications to any existing Mining and Reclamation Permits, Well Permits and/or the Special Use Permit which are required to allow the use of the Reservoir for municipal reservoir purposes. The Buyers shall be responsible for satisfying any new or modified obligations in any Mining and Reclamation Permit, Well Permit and/or Special Use Permit resulting from any modification of the reclamation plan for municipal usage and the Sellers shall have no obligation for such modified obligations required for municipal usage.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES OF SELLERS

The Sellers represent and warrant to the Buyers as follows:

11.1 Encumbrances. From the Effective Date of this Agreement until the Closing, and except for the Permitted Exceptions defined herein, the Sellers 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 the Buyers.

11.2 Compliance with Governmental Regulations. To the best of the Sellers' 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 Real Property. The Sellers have 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.

11.3 Litigation. To the best of Sellers' 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.

11.4 Contracts, Leases and Agreements. The Gravel Lease, as defined in Section 1.5 above, is in full force and effect, and the Sellers have not entered into any agreements, written or verbal, amending the same. From the Effective Date of this Agreement until the Closing, the Sellers 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 Real Property by which the Buyers would be obligated or liable to any third party.

11.5 Status. The Sellers have all requisite legal power and authority to own and convey

the Property and other interests and perform all of the terms of this Agreement.

11.6 Compliance with Law. To the best of the Sellers' current actual knowledge, the Sellers have complied in all material respects with all laws, rules, regulations, ordinances, orders, judgments and decrees applicable to the Property, and the Sellers have no current actual knowledge of any proposed order, judgment, decree, governmental taking or other proceeding applicable to the Sellers which might adversely affect the Property.

11.7 Zoning. The Sellers have not requested, applied for, or given their consent to, and to the best of the Sellers' current actual knowledge, there are no pending requests for, zoning variances or changes with respect to the Real Property or its zoning.

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

ARTICLE 12 ENVIRONMENTAL CONDITIONS

12.1 Definitions. For purposes of this Article 12, 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 Land.

D. "Hazardous Substance" means, without limitation, any 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, polychlorinated biphenyls, methane, 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. "Equipment Fluids" mean diesel fuel, oil, hydraulic fluids, anti-freeze, used oil, lubricants and similar substances used and stored in the normal operation of vehicles and equipment by the lessee of the Gravel Lease in connection with its existing mineral extraction business operation on Land.

F. "Release" has the meaning given to that term in CERCLA and the regulations promulgated thereunder.

12.2 Representations and Warranties. The Sellers represent and warrant to the Buyers, to the best of their knowledge, as follows:

A. 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, except for Equipment Fluids used by the lessee of the Gravel Lease in connection with its mineral extraction business on Land used and stored in accordance with applicable Environmental Laws and Environmental Permits.

B. No storage tanks for Hazardous Substances are, were, or will be located on, in or under Land at any time prior to the Closing Date.

C. The soil, subsoil, bedrock, surface water and groundwater of Land are free of any Hazardous Substances.

D. There has been no Release nor is there the threat of a Release on, at or from Land, or any facilities located thereon, and the Sellers have 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 Land or any other person with regard to a Release or the threat of a Release on, at or from 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 Land which, 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 Land which require any change in the present condition of Land or any work, repairs, construction, containment, clean up, investigations, studies, removal or other remedial

action or capital expenditures with respect to Land.

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 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 Land or the ownership, use, operation, sale, transfer or conveyance thereof.

I. They have not received notice that any treatment, storage or disposal facility, or any other place to which Hazardous Substances generated from Land by the Sellers or their 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 Land of any species listed as endangered or threatened pursuant to Section 4 of the Endangered Species Act (16 U.S.C. Section 1533).

12.3 Covenants. During their period of ownership of Land, the Sellers covenant and agree to and with the Buyers as follows:

A. The Sellers shall keep Land free of all Hazardous Substances and shall not cause or permit 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, except for Equipment Fluids used by the lessee of the Gravel Lease in connection with its mineral extraction business on Land which shall be utilized in compliance with applicable Environmental Laws and any Environmental Permits.

B. The Sellers shall comply with all applicable Environmental Laws and shall obtain and comply with all Environmental Permits.

C. The Sellers shall not cause or permit any change to be made in the present or intended use of Land which would (i) involve the management, storage, treatment, generation, transportation, processing, handling, production, discharge or disposal of any Hazardous Substances or the use of 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. The Sellers shall promptly provide the Buyers 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 Land or any facilities located thereon.

E. The Sellers shall at all times allow the Buyers and their officers, employees, agents, representatives, contractors and subcontractors, upon reasonable notice and at reasonable times, access to Land for the purpose of ascertaining site conditions, including, but not limited to, subsurface conditions.

F. Notwithstanding anything to the contrary in this Agreement, the Buyers understand that the lessee of the Gravel Lease will be using and storing Equipment Fluids in equipment and vehicles located on Land and none of the covenants contained herein shall be construed as an agreement to refrain from such use.

12.4 Indemnification Provisions. The Sellers hereby covenant and agree, at their sole cost and expense, to indemnify, protect and save harmless the Buyers, their successors and assigns, from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by the Buyers, their successors and assigns, relating to, resulting from or arising out of (a) the use of Land for the management, 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) the failure to promptly undertake all necessary investigative, containment, removal, clean up and other remedial actions with respect to a Release or the threat of a Release on, at or from Land or facilities located thereon during the Sellers' possession or use of Land, (c) a violation of any applicable Environmental Law, (d) non-compliance with any Environmental Permit, (e) any remedial action of a treatment, storage or disposal facility or any other place to which Hazardous Substances generated by Sellers or their agent, were transported, delivered or came to be located, or (f) a material misrepresentation in any representation or warranty or a material breach of or failure to perform any covenant made by the Sellers in this Agreement.

12.5 Scope of Environmental Provisions. Notwithstanding anything to the contrary contained herein, it is the intent of the parties hereto that the Sellers shall indemnify the Buyers and their successors and assigns against the matters described in this Article 12 for all matters that arose or occurred prior to the Closing Date.

ARTICLE 13
CONDITIONS TO CLOSING; REMEDIES

13.1 Sellers' Conditions. The obligation of the Sellers 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 the Sellers):

A. Delivery and execution by the Buyers of all monies, items, and other instruments required to be delivered by the Buyers to the Sellers.

B. All of the actions by the Buyers contemplated by this Agreement shall have been completed.

C. There shall be no uncured default by the Buyers of any of their obligations under this Agreement.

13.2 Buyers' Conditions. The obligation of the Buyers 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 the Buyers):

A. Delivery and execution by the Sellers of all items and other instruments required to be delivered by the Sellers to the Buyers.

B. All of the actions by the Sellers contemplated by this Agreement shall have been taken.

C. There shall be no uncured default by the Sellers of any of their obligations under this Agreement.

D. The Sellers' covenants, warranties and representations made by the Sellers as specifically set forth herein shall be true and correct as of the Closing Date and shall not be deemed waived in the event the Buyers shall elect to close pursuant to Section 13.3.A.(3) below.

13.3 Failure of Condition.

A. Except as set forth in subparagraph B below, in the event of a failure of any condition contained in Section 13.2, the Buyers may in their sole discretion:

(1) Terminate this Agreement by notice to the Sellers, in which event: (a) all funds deposited by the Buyers under this Agreement and interest thereon as of such date shall be immediately returned to the Buyers; and (b) all documents deposited by the Buyers or delivered to the Sellers by the Buyers shall be immediately returned to the Buyers, and all documents deposited by the Sellers or delivered to the Buyers by the Sellers shall be immediately returned to the Sellers; or

(2) The Buyers may waive such default or condition and close the

transaction; or

(3) If the failure of condition consists of a default by the Sellers which can be cured by action within the reasonable control of the Sellers, the Buyers may elect to treat this Agreement as being in full force and effect and the Buyers shall have the right to specific performance or damages, or both.

B. In the event of a failure of any condition contained in Section 13.1 above, the Sellers may in their sole discretion:

(1) Terminate this Agreement by notice to the Buyers, in which event the Sellers shall retain the Deposit as liquidated damages the funds described in Article 14 below and all documents deposited by the Buyers or delivered to the Sellers by the Buyers shall be immediately returned to the Buyers, and all documents deposited by the Sellers or delivered to the Buyers by the Sellers shall be immediately returned to the Sellers; or

(2) The Sellers may waive such default or condition and close the transaction.

C. The Sellers hereby waive any rights they may have to specific performance in the event of a default by the Buyers. Except for the giving of notices or the delivery of the Deposit or the Purchase Price, time being of the essence, neither party shall be deemed in default hereunder unless such party fails to cure such default within seven (7) days of written notice of default from the other party.

ARTICLE 14 LIQUIDATED DAMAGES

If the Buyers default in any of their obligations under this Agreement, the Sellers shall be entitled to terminate this Agreement and retain the amount of the Deposit described in Sections 3.2 and 3.3, including all accrued interest ("Specified Sum"), as liquidated damages. THE SELLERS AND THE BUYERS ACKNOWLEDGE THAT THE SELLERS' DAMAGES WOULD BE DIFFICULT TO DETERMINE AND THAT THE SPECIFIED SUM IS A REASONABLE ESTIMATE OF THE SELLERS' DAMAGES.

ARTICLE 15 CONDEMNATION

If prior to Closing all or a Material Part (defined below) of the Real Property is subject to a proposed taking by any public authority, the Sellers shall promptly notify the Buyers of such proposed taking and the Buyers may terminate this Agreement by notice to the Sellers within fifteen (15) days after written notice thereof. If the Buyers so elect, and following the return to the Buyers of the Deposit, 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 the Buyers do not so terminate this Agreement, or if the taking is as to a non-Material Part of the Real Property, the Buyers shall accept title to the Real Property subject to the taking

without a reduction in the Purchase Price and shall receive at Closing an assignment of all of the Sellers' rights to any condemnation award and the Buyers 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 15 shall mean a portion that would have a material adverse effect on the Buyers' use of the Property for water storage as determined by the Buyers in their good faith judgment.

ARTICLE 16 BROKERAGE

The Sellers and the Buyers hereby warrant to each other that there are no real estate agents, brokers or finders involved in this transaction who are entitled to receive a brokerage or finder's fee. The Sellers agree to indemnify the Buyers and hold the Buyers harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by the Buyers 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 the Sellers, excluding, however, any party claiming through the Buyers, their successors or assigns. This obligation shall survive the Closing of this transaction.

ARTICLE 17 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; or (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:

If to the Sellers:

Maurice L. Deines and Alice J. Deines as Trustees of the Deines Trust
Dated October 17, 2006
Attention: Maurice L. Deines, Trustee
 Alice J. Deines, Trustee
9205 W. Indian Hills Dr.
Sun City, AZ 85351

With a copy to:

March, Olive & Pharris, LLC
Attention: Brad March

110 East Oak Street, Suite 200
Fort Collins, CO 80524
Telephone: (970) 482-4322
Facsimile: (970) 482-5719

If to the Buyers:

City of Greeley
Attention: Director, Water and Sewer
1100 10th Street, 3rd Floor
Greeley, CO 80631
Telephone: (970) 350-9812
Facsimile: (970) 350-9805

With a copy to:

City of Greeley
Attention: City Attorney
1100 10th Street, Ste. 401
Greeley, CO 80631
Telephone: (970) 350-9757
Facsimile: (970) 350-9763

AND

Fort Collins-Loveland Water District
North Weld County Water District
East Larimer County Water District
c/o Soldier Canyon Filter Plant
Attention: Richard Raines
4424 LaPorte Avenue
Fort Collins, CO 80521
Telephone: (970) 482-3143
Facsimile: (970) 495-9845

With a copy to:

Hasler, Fonfara and Goddard LLP
Attention: Joseph H. Fonfara
125 S. Howes, 6th Floor (80521)
P.O. Box 2267
Fort Collins, CO 80522
Telephone: (970) 493-5070
Facsimile: (970) 493-9703

ARTICLE 18
MISCELLANEOUS

18.1 No Waiver of Governmental Immunity/No Third Party Beneficiary. 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 the Buyers or their 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.

18.2 Sellers' 1031 Exchange. At the request of the Sellers, the Buyers shall cooperate with the Sellers 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 the Sellers is the Buyers' promise of cooperation. The Buyers shall not be required to incur any additional liability or expense in connection with the Sellers' tax-deferred exchange transaction nor shall the Buyers be required to accept title to any real property other than the Property described hereinabove.

18.3 Time. Time is of the essence as to each provision of this Agreement and the performance of each party's obligations hereunder.

18.4 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.

18.5 No Waiver. 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.

18.6 Entire Agreement. 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.

18.7 Survival of Representations, Warranties and Indemnifications. All representations, obligations, liabilities, warranties, covenants, agreements, indemnifications and monetary obligations of the Sellers and the Buyers as set forth in this Agreement shall survive the Closing and consummation of this transaction contemplated by this Agreement until the complete discharge thereof, provided, however, any and all environmental indemnifications pursuant to Article 12 above shall survive only for a period of two (2) years following the Closing of this transaction.

18.8 Successors. Subject to Section 18.9, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

18.9 Assignment. The Buyers 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 all of Buyers' remaining duties and obligations under this Agreement are assumed by the assignee. The Sellers shall have the right to assign all or any part of their interests in this Agreement to the record owner of the Property at Closing, provided that all of Sellers' remaining duties and obligations under this Agreement are assumed by the assignee. In the event either of the parties shall elect to exercise their right of assignment as set forth in this Section 18.9, such party shall give not less than ten (10) days' prior written notice to the other party of such assignment and the assignee shall agree to assume and discharge any then remaining duties and obligations under this Agreement.

18.10 Relationship of the Parties. 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.

18.11 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.

18.12 Possession. The Sellers shall deliver to the Buyers possession of the Property on the Closing Date, subject to the Permitted Exceptions.

18.13 Review by Counsel. The parties acknowledge that each party and its legal counsel have reviewed and approved this Agreement.

18.14 Calendar Days. 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.

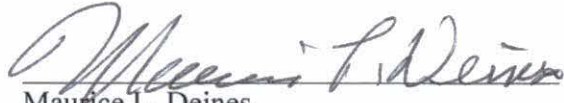
18.15 Counterparts. This Agreement may be executed in any number of counterparts each of which, when taken together, shall constitute one agreement. This Agreement shall only be effective when counterparts are signed by both the Sellers and the Buyers. The Agreement may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

18.16 Acceptance. Upon execution and delivery of this Agreement by the Sellers or the Buyers, 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 17 hereof) of such revocation to the other party(ies).

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

MAURICE L. DEINES AND ALICE J.
DEINES AS TRUSTEES OF THE DEINES
TRUST DATED OCTOBER 17, 2006

Date: MAY 30, 2018


Maurice L. Deines

Date: May 30, 2018


Alice J. Deines

(Collectively "Sellers")

THE CITY OF GREELEY, COLORADO,
a Colorado home rule municipal
corporation ("Buyer")

Date: _____

By _____
Name: Harold Evans
Title: Chairman of the Water and Sewer Board

APPROVED AS TO SUBSTANCE:

By _____
City Manager

AVAILABILITY OF FUNDS:

By _____
Director of Finance

APPROVED AS TO LEGAL FORM:

By _____
City Attorney

FORT COLLINS-LOVELAND WATER
DISTRICT, a quasi-municipal corporation
and a political subdivision of the State of
Colorado("Buyer")

Date: _____

By _____
Name: _____
Title: _____

NORTH WELD COUNTY WATER
DISTRICT, a quasi-municipal corporation
and a political subdivision of the State of
Colorado ("Buyer")

Date: _____

By _____
Name: _____
Title: _____

EAST LARIMER COUNTY WATER
DISTRICT, a quasi-municipal corporation and a
political subdivision of the State of
Colorado ("Buyer")

Date: _____

By _____
Name: _____
Title: _____

(Collectively "Buyers")

EXHIBIT A-1
to
PURCHASE AND SALE
AGREEMENT
(Deines Trust)

The Land shall include the real property legally described as follows:

Lot 3, Deines Minor Land Division, File #15-S3353, located in the East Half of Section 4, Township 7 North, Range 69 West of the 6th Principal Meridian, City of Fort Collins, County of Larimer, State of Colorado.

EXHIBIT A-2
to
PURCHASE AND SALE
AGREEMENT
(Deines Trust)

[See attached Survey of the Land]

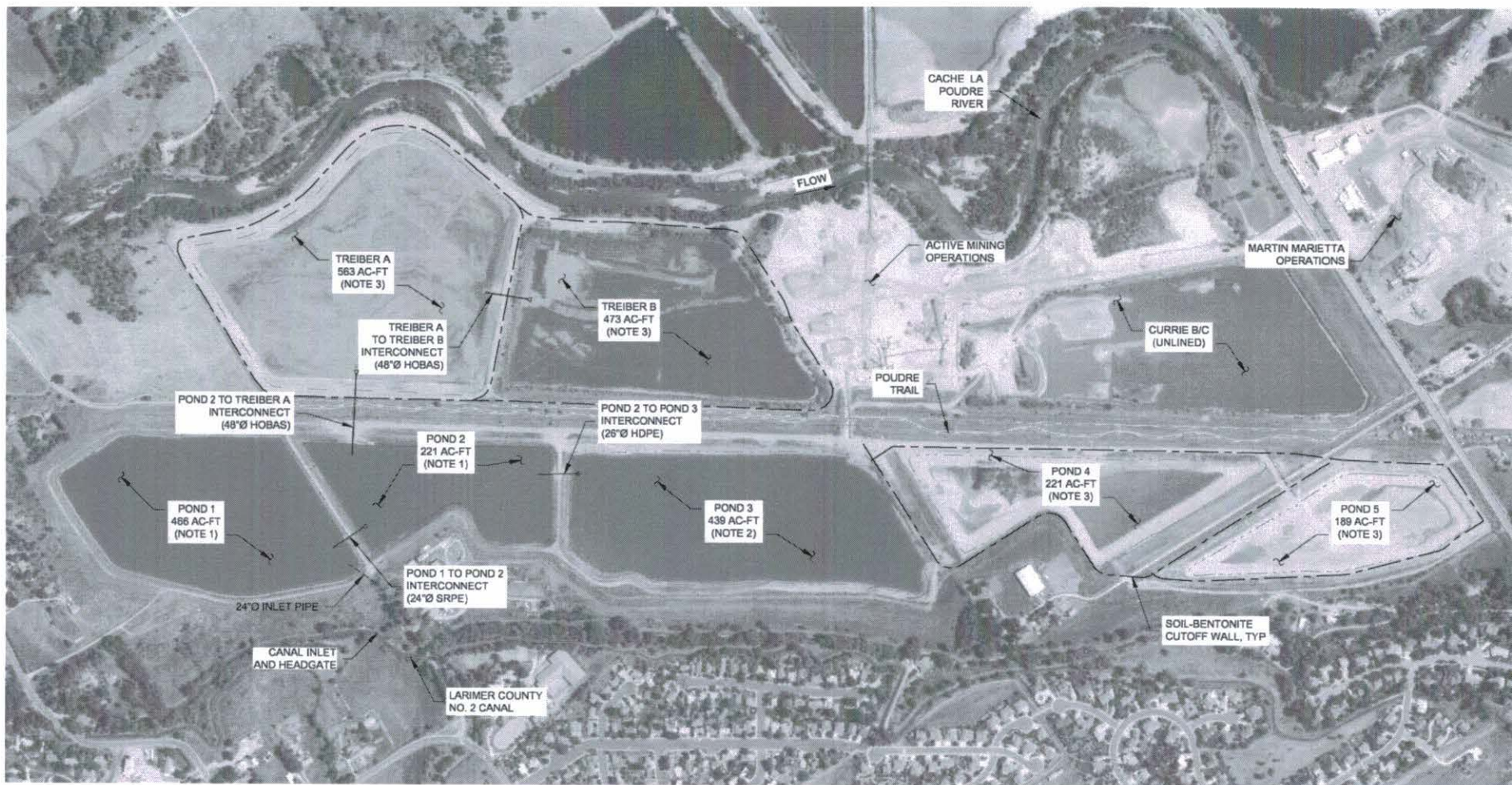
MARKED "F"

Washburn Land Surveying

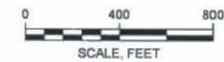
Sheet 2 of 2 Project #: 2011-0058 Date: July 22, 2016 Scale: 1"=100' Drawn: MDG

EXHIBIT B
to
PURCHASE AND SALE
AGREEMENT
(Deines Trust)

[See attached Map of Pond 5]



PLAN
EXISTING CONDITIONS



FACILITY	USABLE STORAGE (AC-FT)
OVERLAND POND 1	466
OVERLAND POND 2	221
OVERLAND POND 3	0
OVERLAND POND 4	0
OVERLAND POND 5	0
TREIBER A	563
TREIBER B	473
CURRIE A	0
CURRIE B	0
CURRIE C	0
LAMB A	0
LAMB B	0
LAMB C	0
TOTAL	1723

NOTES:

1. POND 1 AND POND 2 LINED WITH CLAY SLOPE LINER.
2. POND 3 LINED WITH PARTIAL CLAY SLOPE LINER AND PARTIAL SOIL-BENTONITE CUTOFF WALL.
3. TREIBER A, TREIBER B, POND 4, AND POND 5 LINED WITH SOIL-BENTONITE CUTOFF WALLS.

Attention:	Designed: C. Niemela
	Checked: P. Eggers
	Drawn: C. Niemela
	Approved By: J. Deuto
	Approval Date: September 8, 2017

GEI Consultants
2625 Redwing Street, Suite 370
Fort Collins, Colorado 80526
970-224-7342

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WATER & SEWER BOARD AGENDA June 20, 2018

ENCLOSURES X

NO ENCLOSURE

ITEM NUMBER: 5

TITLE: ACTION: APPROVE ANNUAL
INTERGOVERNMENTAL AGREEMENT WITH
COLORADO DEPARTMENT OF PUBLIC
HEALTH AND ENVIRONMENT FOR
PARTICIPATION IN THE MILTON SEAMAN
WATER SUPPLY PROJECT ENVIRONMENTAL
IMPACT STATEMENT AND SECTION 401
WATER QUALITY CERTIFICATION

RECOMMENDATION: STAFF RECOMENDS APROVAL OF THE
ANNUAL INTERGOVERNMENTAL
AGREEMENT WITH COLORADO
DEPARTMENT OF PUBLIC HEALTH AND
ENVIRONMENT FOR PARTICIPATION IN THE
MILTON SEAMAN WATER SUPPLY PROJECT
ENVIRONMENTAL IMPACT STATEMENT
AND SECTION 401 WATER QUALITY
CERTIFICATION

ADDITIONAL INFORMATION:

City Staff is requesting that the City of Greeley Water and Sewer Board approve the 2018 Billing Agreement with the Colorado Department of Public Health and Environment, Water Quality Control Division (Division) and direct staff to perform the terms and conditions of that agreement. The Division has been asked to review the water quality data and modeling being used for the Milton Seaman Water Supply Project (MSWSP) Environmental Impact Statement (EIS) to ensure the information used in the analyses can also be used in pursuit of a 401 Water Quality Certification (401 Certification).

For projects requiring 401 Certification, the division is now required to categorize projects into a tier ranging from one through four based on project complexity pursuant to Colorado Regulation 25-8-502 C.R.S. and House Bill 15-1249 (1.2). The division has determined that due to the high degree of complexity, the increased potential for water quality impacts, and the significant level of public participation regarding this project, that the MSWSP 401 Certification review is a Tier 4 project. As such, the City of Greeley is required to provide funding for the

actual review costs associated with the Division's participation in the MSWSP EIS and 401 Certification through the execution of a yearly Billing Agreement.

An IGA covering this work in 2016 was approved by the Water and Sewer Board and City Council. In Resolution 24, 2017, City Council delegated authority to approve subsequent yearly Billing Agreements to the Water and Sewer Board and execution by the Mayor until such time that the Division has issued or denied the 401 Certification.

The Division has estimated that costs will not exceed \$40,000 for work including but not limited to the review of river and reservoir water quality models as outlined in the project schedule for the next year. The hourly rates for staff time will be provided on a case-by-case basis. Last year, the Division estimated that costs would not exceed \$20,000. The City has been invoiced for \$272, which reimbursed the Division for staff time spent on the MSWSP project from July 2017 to May 2018.



Dedicated to protecting and improving the health and environment of the people of Colorado

June 30, 2018

City of Greeley
Attn: Burt Knight, Water and Sewer Department Director
1100 10th Street, Suite 300
Greeley, CO 80631

Re: Milton Seaman Water Supply Project, Billing Agreement for the Section 401 of the Clean Water Act, State Water Quality Certification

Dear Mr. Knight:

The Colorado Department of Public Health and Environment, Water Quality Control Division (Division), has been asked to review the water quality data analysis and modeling being used for the Milton Seaman Water Supply Project (MSWSP) Environmental Impact Statement (EIS) to ensure the information used in the analysis can also be used for the 401 Water Quality Certification (401 Certification). For projects requiring 401 Certification, the Division is now required to categorize projects into a tier ranging from one through four based on project complexity pursuant to Colorado regulation 25-8-502 C.R.S. and House Bill 15-1249 (1.2). The Division determined that due to the high degree of complexity, the increased potential for water quality impacts, and the significant level of public participation regarding this project, the MSWSP qualifies as a Tier 4 project. Due to the complexity of the project, the division will enter into a contract with a contractor to assist the Division in the analysis of the water quality data, models and technical reports. The MSWSP project will require Division staff and contractor time to review technical information and reports in support of the 401 water quality certification. Because the Division has determined that the project is a Tier 4 project, the applicant is required to pay the actual costs of review based on the calculated hourly fees. The Division has not entered into a contract with a consultant, but once the division does, we will inform the City of Greeley of the contractor and the associated costs. The fees for the contractor will range depending on the review required for the 401 certification.

The City of Greeley will agree to pay the fees based on hours worked by both the contractor and Division staff, or the Division will cease participation in the EIS review process or the 401 application, whichever is applicable. Division staff can include administrative support and fiscal staff. Acceptance and signature of this letter by the City of Greeley will allow the Division to work on the MSWSP EIS and 401 certification. For this service, the division will bill the City of Greeley fees on a monthly basis when work is performed on the MSWSP project. The exact amount of Division staff and contractor time is currently unknown, but estimates that costs will not exceed a cumulative amount of \$40,000 for a time period of July 1, 2018 through June 30, 2019. The Division will revisit the work and fees quarterly to determine if an adjustment is warranted. If an adjustment is warranted, a new billing agreement will be provided. If payment is not received within 30 days, the Division will no longer be able to participate in this review and certification process. The Division will prepare a new cost

estimate and billing agreement near the expiration of the current billing agreement. If payment is not received within 30 days, the Division will cease participation in the MSWSP EIS and review of the 401 Certification application process. Before June 30, 2019, the Division will prepare a new cost estimate and billing agreement.

If you wish for the Division to withdraw from participation in the MSWSP EIS process and review of the 401 Certification, please send the Division a separate notice to that effect and we will discontinue the review.

Sincerely,

Aimee Konowal
Watershed Section Manager
Water Quality Control Division

The undersigned represents that the City of Greeley hereby agrees to pay the fees associated with the Divisions' participation in the MSWSP EIS process and its' review of the 401 Certification, subject to the terms stated above.

THE CITY OF GREELEY, COLORADO, a
Colorado home rule municipal corporation

By _____
Name: _____
Title: _____
Date: _____



THE CITY OF GREELEY, COLORADO

RESOLUTION 24, 2017

A RESOLUTION OF THE GREELEY CITY COUNCIL AUTHORIZING THE MILTON SEAMAN WATER SUPPLY PROJECT, BILLING AGREEMENT FOR THE SECTION 401 OF THE CLEAN WATER ACT, STATE WATER QUALITY CERTIFICATION, BETWEEN THE CITY OF GREELEY AND THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, WATER QUALITY CONTROL DIVISION.

WHEREAS, the City of Greeley ("Greeley") is requesting a permit from the United States Army Corps of Engineers to enlarge Milton Seaman Reservoir under Section 404 of the Clean Water Act, *see* 33 U.S.C. §1251 *et seq.* ("Section 404") and the National Environmental Policy Act, *see* 42 U.S.C. §4321 *et seq.* ("NEPA"). The project is known as the Milton Seaman Water Supply Project ("MSWSP"); and,

WHEREAS, the Colorado Department of Public Health and Environment, Water Quality Control Division ("Division"), has been asked to review the water quality data analysis and modeling to be used in the preparation of the MSWSP Environmental Impact Statement ("EIS") and to confirm the water quality data analysis and modeling is sufficient for the Division to review and issue a water quality certification under Section 401 of the Clean Water Act ("Section 401 Certification") for the MSWSP; and,

WHEREAS, pursuant to § 25-8-502 C.R.S. and House Bill 15-1249 (1.2), the Division is now required to categorize projects requiring Section 401 Certification into a tier ranging from one through four based on project complexity. The Division has determined that the MSWSP is a Tier 4 project due to the high degree of complexity, the increased potential for water quality impacts, and the significant level of public participation regarding this project; and,

WHEREAS, as the applicant of a Tier 4 project, Greeley is required to pay a fee that is based on the actual cost of Division staff time, which includes administrative time and the time necessary to review technical information; and,

WHEREAS, the parties wish to record their mutual understanding in an intergovernmental agreement; and,

WHEREAS, Greeley may enter into this intergovernmental agreement with the Division pursuant to the provisions of § 29-1-203, C.R.S; and,

WHEREAS, pursuant to Section 02.07.040, *Greeley Municipal Code*, Greeley has the authority to enter into cooperative or joint activities with other governmental bodies if approved by resolution; and,

WHEREAS, On February 15, 2017, the Greeley Water and Sewer Board approved the Billing Agreement for the Section 401 of the Clean Water Act, State Water Quality Certification ("Billing Agreement"), between Greeley and the Division, and recommended that the Greeley City Council approve the same; and,

WHEREAS, it is in the best interest of the citizens of Greeley for the parties to enter into this intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREELEY, COLORADO:

Section 1. The City Council hereby authorizes the Mayor to execute Exhibit A, the Billing Agreement between Greeley and the Division.

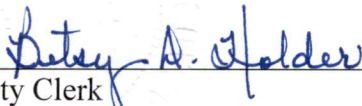
Section 2. City Council hereby authorizes City staff to perform all terms and conditions of the Billing Agreement.

Section 3. City Council hereby delegates authority to the Greeley Water and Sewer Board to approve and authorize subsequent billing agreements with the Division until the Division has reviewed and issued or denied a Section 401 Certification for the MSWSP and for the Mayor to execute the same.

Section 4. This Resolution shall become effective immediately upon its passage, as provided by the Greeley City Charter.

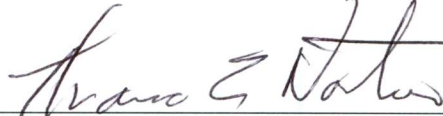
PASSED AND ADOPTED, SIGNED AND APPROVED THIS 21st day of March, 2017.

ATTEST:



City Clerk

THE CITY OF GREELEY, COLORADO



Mayor

WATER & SEWER BOARD AGENDA JUNE 20, 2018

ENCLOSURE _____ NO ENCLOSURE X

ITEM NUMBER: 6

TITLE: REPORT: LEGISLATIVE UPDATE

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

Staff will provide an update.

WATER & SEWER BOARD AGENDA JUNE 20, 2018

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 7

TITLE: LEGAL REPORT

POSSIBLE ACTION: STATEMENTS OF OPPOSITION, IF ANY

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

WATER & SEWER BOARD AGENDA JUNE 20, 2018

ENCLOSURE _____

NO ENCLOSURE X

ITEM NUMBER: 8

TITLE: EXECUTIVE SESSION

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

WATER & SEWER BOARD AGENDA JUNE 20, 2018

ENCLOSURE _____ NO ENCLOSURE X

ITEM NUMBER: 9

TITLE: DIRECTOR'S REPORT

RECOMMENDATION: INFORMATIONAL ONLY

ADDITIONAL INFORMATION:

WATER & SEWER BOARD AGENDA JUNE 20, 2018

ENCLOSURE _____ NO ENCLOSURE X

ITEM NUMBER: 10

TITLE: REPORT: ROTARY CLUB PRESENTATION

RECOMMENDATION: INFORMATION ONLY

ADDITIONAL INFORMATION:

Chairman Evans will provide the board with the presentation he gave to the Rotary Club.

WATER & SEWER BOARD AGENDA JUNE 20, 2018

ENCLOSURE _____ NO ENCLOSURE X

ITEM NUMBER: 11

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

RECOMMENDATION: TO BE DETERMINED

ADDITIONAL INFORMATION: