



### **Remote Meeting Instructions for the October 21, 2020, Water & Sewer Board Meeting:**

In order to comply with all health orders and State guidelines to stop the spread of the COVID-19 Coronavirus, **no physical location, including the City Council Chambers, will be set up for viewing or participating in this Water & Sewer Board meeting.**

You can view this Meeting by following the instructions below to watch the YouTube live stream. By utilizing this option to view the meeting, you will not be able to provide live input during the meeting. To provide live input, see the "In real time" instructions near the bottom of this page.

- From your laptop or computer, click the following link or enter it manually into your Web Browser: (<https://www.youtube.com/user/CityofGreeley>)
- Clicking the link above will take you to the City of Greeley's YouTube Channel.
- Once there, you will be able to view the meeting!

**Citizen input and public comment for items appearing on this agenda as public hearings/quasi-judicial are valuable and welcome!**

**Anyone interested in participating and sharing public comments have a few of options:**

**Via email? – Submit to [Ettie.arnold@greeleygov.com](mailto:Ettie.arnold@greeleygov.com)**

*All comments submitted this way will be read into the record at the appropriate points during this meeting in real time. Comments can be submitted up to and throughout this meeting.*

**Via traditional Mail? - Address to the Water & Sewer Department's Office, 1001 11<sup>th</sup> Avenue, Attn: Shannon Metcalf, Greeley, CO 80631**

*All written comments must be received no later than the day of the meeting. Again, written comments received by mail will also be read into the record in real time.*

**In real time? – <https://greeleygov.zoom.us/j/85140398916>**

***Clicking the link above will give you access to the live meeting where you will become a virtual audience member and be able to speak under Citizen Input on items not already on the agenda or during a scheduled public hearing.***

Please visit the City's website at <http://greeleygov.com/government/b-c/boards-and-commissions/water-and-sewer> to view and download the contents of the October 21, Water & Sewer Board Meeting. You are also welcome to call the Water & Sewer Department at 970-350-9801 with any special needs or questions that you may have.

# WATER & SEWER BOARD AGENDA

Wednesday October 21, 2020  
2:00 p.m.

**MEETING WILL BE LIVE STREAMED ON YOUTUBE.COM DUE TO CITY CLOSURES  
RELATED TO COVID-19**

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                                        \_\_\_\_\_ Mr. Robert Miller
2. Approval of Minutes
3. Approval of and/or Additions to Agenda
4. Public Comments
5. Update on Drought Emergency Plan Revisions
6. 3<sup>rd</sup> Quarter Water Court Update
7. Cameron Peak Post Fire Mitigation Update
8. Approve and Recommend to City Council Emergency Watershed Protection IGA with Natural Resources Conservation Service (Cameron Peak Fire)
9. Utility Bill Affordability Program
10. Terry Ranch Project Update
11. Executive Session
12. Legal Report
13. Director's Report
  - Organizational Debt Update
14. 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 970-415-1307.*

**City of Greeley  
Water and Sewer Board  
Minutes of September 16, 2020  
Regular Board Meeting**

Chairman Harold Evans called the Water and Sewer Board meeting to order at 2:00 p.m. on Wednesday, September 16, 2020. Due to City Closures related to COVID-19, this meeting was held remotely and was aired via live stream for public viewing at <https://www.youtube.com/user/CityofGreeley>.

**1. Roll Call**

The Clerk called the roll and those present included:

Board Members:

Chairman Harold Evans, Vice Chairman Mick Todd, Fred Otis, Bob Ruyle, Tony Miller, Manny Sisneros, Mayor Gates, Roy Otto and Robert Miller

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 Petrzeka, Cole Gustafson, and Office Manager Shannon Metcalf

Legal Counsel:

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

Guests:

Joel Hemestath, Public Works Director, Dan Lynch of Kutak Rock and Cortney Brand of LRE Water

**2. Approval of Minutes**

Mr. Miller moved, seconded by Mr. Sisneros, to approve the August 19, 2020 Water and Sewer Board meeting minutes. The motion carried 6-0.

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

There were no changes to the agenda.

**4. Welcome New Employees**

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

**5. City Tax Initiative**

Mr. Otto and Mr. Hemestath provided an update on the upcoming food tax renewal. The revenue source is set to expire in December 2021. The food tax is the primary funding for parks, recreation, and public building maintenance and a contributing funding source for Greeley streets.

**6. Approve and Recommend City Council Approve the Windy Gap Firing Project Allotment Contract**

Mr. Chambers explained that the Windy Gap Firing Project proposes to construct a 90,000 Acre Foot firing storage reservoir on the east slope near Carter Lake for the benefit of the project participants. The project has not yet been financed or constructed, but has all appropriate permits, including a December 2011 Record of Decision from the US Bureau of Reclamation. The Allotment Contract defines the terms and conditions for Greeley's 10.21% participation in the Windy Gap Firing Project, its construction of Chimney Hallow Reservoir, post construction operational expenses, and future capital repairs or rehabilitations as necessary.

Vice-Chairman Todd made motion, seconded by Mr. Otis to approve the Windy Gap Allotment Contract and recommend the same to City Council and to authorize the Director, or his designee, to approve amendments, including but not limited to the option for a twenty or thirty year repayment schedule and other minor amendments, prior to presenting the contract to City Council for approval. The motion carried 6-0.

**7. Executive Session**

Vice Chairman Todd moved, seconded by Mr. Miller, 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 the Lowell Acquisition.

The motion carried 6-0.

The Board left the public session and moved into a private, executive session. The live feed of the public session on YouTube stopped recording, but was still accessible to the public. While the Board conducted the executive session, the public was provided with a screenshot of the agenda and a message stating the Board was in Executive Session.

Present during the executive session were:

Chairman Harold Evans, Vice Chairman Mick Todd, Manual Sisneros, Tony Miller, Fred Otis, Bob Ruyle, Mayor Gates, Roy Otto and Robert Miller, 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 Petrzela, Water Resources Planning Manager Kelen Dowdy, Water Administrator II Cole Gustafson, Outside Legal Counsel Jim Noble, Environmental and Water Resources Attorney Jerrae Swanson, Environmental and Water Resources Attorney Dan Biwer, Environmental and Water Resources Attorney Aaron Goldman, and Office Manager Shannon Metcalf

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.

The Executive Session ended at 3:05 p.m. The Board then left the private, executive session and moved back into the open, regular session. At that time, the live feed of the meeting resumed on YouTube.

## **8. Approve Lowell Acquisition**

Mr. Jokerst explained that this is a Purchase and Sale Agreement for GIC water rights and the lands historically irrigated by those rights, known as the Lowell Properties. The purchase includes 14.4 shares in the Greeley Irrigation Company and 135 acres of land. The total purchase price is \$3,108,000.00.

Mr. Miller made motion, seconded by Mr. Sisneros that the Board authorize the proposed acquisition of the Lowell Properties and associated GIC water rights, approve the form of Purchase and Sale Agreement and exhibits thereto enclosed, and delegate authority to the Director of Water and Sewer or his designee (i) to make minor amendments to the documents prior to execution, including, but not limited to, corrections to seller names and property descriptions, and contract extensions, and (ii) to undertake all necessary action to close on the purchase. This authorization is conditioned on the removal of sand and gravel mining rights from the reserved mineral estate, and verification by staff and

legal counsel that the water rights currently in the name of Marilyn Bunn have been effectively transferred to the proposed sellers. The motion carried 6-0.

## **9. Terry Ranch Update**

Mr. Jokerst and Mr. Brand provided a high level overview of the Terry Ranch project. In June 2020, Greeley entered into a Master Agreement for acquisition of groundwater rights and associated storage underlying the Terry Grazing Association Ranch in northwest Weld County. Since that time, staff and consultants have undertaken extensive inspection and diligence activities on the ranch. Such diligence is required per the Master Agreement, and will inform the City whether to close on the project, with closing anticipated for the first quarter of 2021.

## **10. Legal Report**

Jim Noble of Welborn, Sullivan, Meck & Tooley provided this month's legal report to the Board.

1. **Statements of Opposition:** Based on review of the July, 2020 Water Court Resume, Mr. Noble reported that staff and water counsel recommend that the Board authorize filing statements of opposition in the following cases:
  - a. Case Number: 20CW3096 Application of East Cherry Creek Water and Sanitation District, and United Water and Sanitation District, for a change of water rights conditional appropriation of return flows, and a plan for augmentation. This case involves a change of water rights for 60.3 shares in the Fulton Ditch, and is interrelated with several other water court cases involving these applicants in which Greeley is a party. Mr. Noble recommended that Greeley file a statement of opposition to ensure that appropriate terms and conditions are included in the water court decree and that Greeley's water rights are not adversely affected.
  - b. Case Number: 20CW3113 Application of Lazy D Grazing Association for nontributary underground water rights from the Upper Laramie aquifer. This case involves an application to withdraw 23,145 acre-feet per year from the Upper Laramie aquifer. Mr. Noble recommended that Greeley file a statement of opposition to evaluate the nontributary claims and to ensure that Greeley's water rights are not adversely affected.

Mr. Miller made a motion, seconded by Mr. Sisneros, that the Board authorize the filing of statements of opposition in Case No. 20CW3096 and Case No. 20CW3113, for staff and legal counsel to seek resolution of issues raised by these cases consistent with Water and Sewer Board Resolution No. 3 (2015). The motion carried 6-0.

**14. Director's Report**

Mr. Chambers reported on the following items:

- Myers PSA termination
- Utility Billing and Water Budget Overview
- Cameron Peak Fire Update
- Fort Collins Irrigation Watering Restrictions

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

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

Chairman Evans adjourned the meeting at 4:18 p.m.

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Harold Evans, Chairman

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Shannon Metcalf, Office Manager

**WATER & SEWER BOARD AGENDA   OCTOBER 21, 2020**

ENCLOSURE \_\_\_\_\_      NO ENCLOSURE   X  

ITEM NUMBER:                      4

TITLE:                                WELCOME NEW EMPLOYEES

RECOMMENDATION:      INFORMATION ONLY

ADDITIONAL INFORMATION:

**WATER & SEWER BOARD AGENDA    OCTOBER 21, 2020**

ENCLOSURE   X              NO ENCLOSURE       

ITEM NUMBER:                    5

TITLE:                            UPDATE ON DROUGHT AND EMERGENCY  
                                      PLAN REVISIONS

RECOMMENDATION:        INFORMATION ONLY

**ADDITIONAL INFORMATION:**

Greeley's current Drought Emergency Plan is more than 15 years old. Since that time a lot has changed including a decline in water use per account, a re-examination of future water needs and system drought performance, and the conversion to a water budget rate structure for single-family residential customers. Therefore, a re-evaluation of the Drought Emergency Plan is necessary to ensure responsible water supply planning. Staff presented recommended revised restrictions to the Drought Emergency Plan at the August 2020 Board meeting which include using the Water Budget as a drought tool. Staff will be providing additional details on the plan including responses to the Board's feedback.

DRAFT DROUGHT RESPONSE PROGRAM 2020						Jul-20
With a two year recovery period	Adequate Yr	Mild	Moderate	Severe	Catastrophic	
LEVEL OF RESPONSE	No Drought	1	2	3	4	
Target Storage	100%	85%	75%	60%	50%	
Target Reduction (outdoor)	0%	15%	25%	50%	70%	
Target Storage (in AF)	22,000	18,700	16,500	13,200	11,000	
Annual outdoor reduction goal	Normal Conservation	1,650	2,750	4,400	3,174	
MEASURES						
Water Budget and Restrictions						
Single Family Residential on Water Budget		15%	25%	50%	70%	
Proposed Water budget reduction	0%	15%	25%	50%	70%	
Recommended schedule suggested days		Max 3 days/week	2 days/week	1 day/week		
Multi Family & HOA NOT on Water Budget	Mand. 3/wk	Max 3 days/week	2 days/week	1 day/week	No watering	
Reductions in use	0%	15%	25%	50%	70%	
Commercial Industrial Institutional (ICI)	Mand. 3/wk	3 days/week	2 days/week	1 day/week	No watering	
Reduction on landscape water same as SFR	normal conserv	15%	25%	50%	70%	
Restrictions Landscape (Non Water Budget)						
Lawns/turf	Set day /week 3 days/week	no irrigation until May1 or after Sept. 30	Irrigation May-Oct; 1"/week	No watering in July; let go dormant	No watering June 15-Aug 15	
non-watering hours	10am-6pm	10am-6pm	10am-6pm	8am-8pm	8am-8pm	
Installing new lawns & watering permits	yes w/soil prep	yes w/soil prep	not June-Aug	not June-Aug	None	
Multi Family	3 days/week	3 days/week	2 days/week	1 day/week	No watering	
Large Properties with > 4 acres of turf Need to submit a water budget to get a watering variance	3 days/week	1.5"/week WB	1.0"/week WB	only enough to keep it alive	not allowed	
Trees and Shrubs		on days or drip or by hand				
Vegetable Gardens		on days or drip or by hand				
Flower Gardens		on days or drip or by hand				
Non potable ditch water (city system)		Follow restrictions or restrictions due to delivery				
Non potable ditch water (private)		Cannot regulate				
Well water		Cannot regulate				
Other outdoor Uses (hosing and washing)						
Home car washing	with BMPs and	bucket & shut off	bucket & shut off	commercial car wash	commercial car wash	
Frequency		1x/week	1x/month	not allowed	not allowed	
Washing sidewalks, driveways, garages or other pavement		Prohibited except for health or safety				not allowed
siding on houses, patios, decks		in prep. For painting/staining 1 x per year with power wash				not allowed
Fleet washing at auto dealerships/mobile		1x/week	1x/month	not allowed	not allowed	
Car washes -Fundraising		Prohibited except at commercial carwashes				
Commercial/restaurant/fast food						
Drive thru/sidewalk parking lot		Prohibited except for health or safety				only with a bucket & broom
Fountains/Ponds/Spas		Prohibited				
Water Fountains (w/o fish)		Unrestricted	No topping	no water	no water	
Public		Unrestricted	No topping	no water	no water	
Private		Unrestricted	Unrestricted	no topping	no topping	
Ponds with fish or plants		Unrestricted	Unrestricted	unrestricted	topping only to preserve fish	
Swimming Pools and Spa's Private		Unrestricted	Unrestricted	not allowed	not allowed	
Semi-Private -neighborhoods		Unrestricted	Unrestricted	not allowed	not allowed	
City Pools		Unrestricted	Unrestricted	not topping	no topping	
City Uses						
City Parks /Athletic fields		Water Budget	Water Budget cut	Prioritize athletic fields only		
Golf Courses		10-20% cut back	10-20% cut back no watering roughs	Max 1"/wk for tees and greens only	Max 1"/wk for tees and greens only	
City Facilities & around buildings		3 days/wk	2 days/week	1 day/week	No watering	
Street Cleaning/parking lots with trucks		Unrestricted	Unrestricted	Restricted to essential situations		
Hydrant Flushing & Testing		Unrestricted	Limited to critical situations			
Washing Fleet Vehicles & mobile washers		1 x /week	every other week	1 x /month	None	
Violations/Warnings/Fines	1 warning prior to ticket	1 warning prior to ticket	No warning	No warning	No warning	
Residential Fines per violation	\$100-500	\$100-500	\$100-500	\$100-500	\$100-500	
Business Fines per violation	\$200-1,000	\$200-1,000	\$100-1,000	\$100-1,000	\$100-1,000	
Flow restriction	on 4th violation	on 4th violation	on 4th violation	on 4th violation	on 4th violation	

# **Drought Emergency Plan**

Water Board

October 21, 2020



# Take Aways from August Board Meeting

- Previous drought plan was successful in 2002-03
- Comfortable with traditional approach of limiting watering days/ times of day
- Uncertain of how effective changes in water budgets would be
- Concerned that the burden be shared across customer classes
- Avoid or minimize rate increases as much as possible
- Communication is the key to success

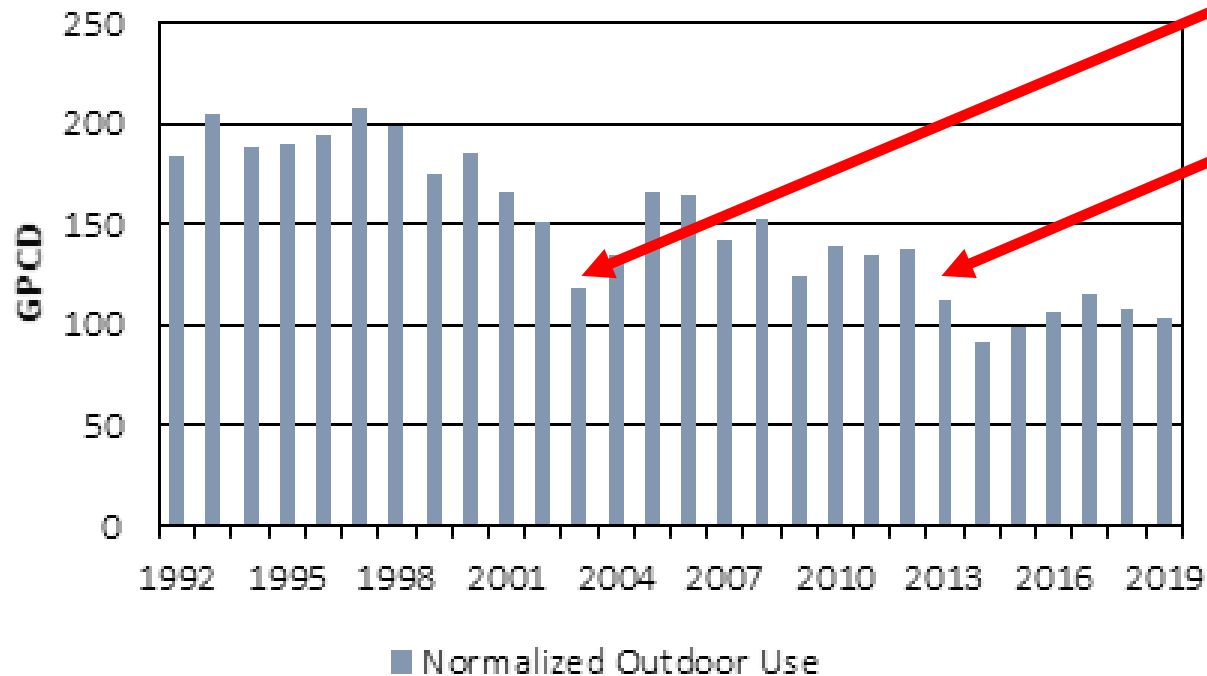


# Response to Board Feedback

- Build on what's worked in the past
  - Retain watering restrictions as one of the primary tools
- Focus on communication to customers
- Maintain flexibility
  - Goal is to stay within first two drought levels (mild or moderate)
  - Monitor water use reductions and consider additional measures if needed
  - Avoid being overly prescriptive
  - Discussed additional reserves but continue to recommend rate increases to incentivize decrease in water use in levels 3 and 4

# 2002-03 Drought

City of Greeley Normalized Outdoor Use



- Drought Plans work!
- Goal was set to reduce water use by 10%

# SFR and Commercial Customers

Drought Level	Recommended Watering Restrictions*	Rate Increase	Impact to lawn
Normal Year	none	none	none
Level 1: Mild	Public awareness and recommend no irrigation before May 1 or after September 30, no more than 3 days of watering	none	Little to no impact.
Level 2: Moderate	Irrigation April through October @ 2 days per week	none	Lawns will look stressed during hottest parts of the season
Level 3: Severe	Early and late irrigation with no watering for July OR once a week watering to promote deeper soaking	25% for all tiers	Lawns will be stressed much of the season with trees and shrubs competing for water resources. Watering early allows turf to remain healthy through a dormant period and watering in the fall will help with recovery moving into winter.
Level 4: Catastrophic	No irrigation June 15- August 15	35% for all tiers	Lawns will look brown most of the season and those with shallow root systems will likely die

# Rate increases

- Only when drought is dire in levels 3 and 4
- Increasing reserve fund and decreasing rates limits ability to incentivize customers to decrease water use
- Bill impacts for most customers is very small
- Need watering restrictions and rate increases because they appeal to different people
- Provide industry specific education and outreach to help minimize bill impacts (i.e. restaurants, hotels, medical, offices, salons, health-clubs and spas)



# Table of Other Restrictions

DRAFT DROUGHT RESPONSE PROGRAM 2020					
Jul-20					
With a two year recovery period	<b>Adequate Yr</b>	<b>Mild</b>	<b>Moderate</b>	<b>Severe</b>	<b>Catastrophic</b>
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<b>MEASURES</b>					
<b>Water Budget and Restrictions</b>					
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Installing new lawns & watering permits	yes w/soil prep	yes w/soil prep	not June-Aug	not June-Aug	None
Multi Family	3 days/week	3 days/week	2 days/week	1 day/week	No watering
Large Properties with > 4 acres of turf Need to submit a water budget to get a watering variance	3 days/week	1.5"/week WB	1.0"/week WB	only enough to keep it alive	not allowed
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Vegetable Gardens		on days or drip or by hand			
Flower Gardens		on days or drip or by hand			
Non potable ditch water (city system)		Follow restrictions or restrictions due to delivery			
Non potable ditch water (private)		Cannot regulate			
Well water		Cannot regulate			
<b>Other outdoor Uses (hosing and washing)</b>					



# Equity across customer classes

- Water use restrictions are the same
  - Water budget is an additional tool for SFR that will be available to other customers in the future
- Different rate structures
  - Single Family Residential (SFR)
    - Reducing outdoor water budgets and increasing rates sends strong financial signal
    - SFR customers would be charged more if they do not reduce use, and rewarded more if they achieve reduction goals
  - Commercial and Multifamily (MFR)
    - Reductions are harder to monitor but without rate structure won't see impacts to bills until levels 3 and 4
    - Different proportions of outdoor use result in different financial effects for these classes

# Messaging to Single Family Residential



- Water Budget will be used as tool by giving a target to aim for
  - Will save customer money if within budget
  - Indoor water budget won't be affected
- Provide guidelines for number of days/hours per week to meet reductions
  - Same as non-water budget customers
- Explain the effect to the lawn that can be expected
- Other tools to achieve reduction goals

# Messaging for Non-Single Family customers

- Days of the week watering restrictions
- Provide solutions to help businesses cut back on water usage where possible
- Audits
- Leak detections
- Rates in levels 3 and 4 to incentivize savings
- Moving forward, commercial customers will be given an outdoor tap and water budget



# Large Industrial Customers

- Schedule meetings to understand processes and find ways to conserve water use
- Provide incentives
- Offer audits
- Outdoor restrictions if applicable



# Parks, Golf Courses, Schools, Campuses

- Progressively restrictive for more severe drought levels
- Meetings to develop solutions for adjusting watering practices
  - For example, prioritizing areas
- Reductions to water budgets (Parks and Golf courses)
- Potable and non-potable watering restrictions



# Outreach plan: what worked in 2002?

- Watering restrictions addressing all water uses
- Bill stuffers: Education and updates
- Website updates
- Media: Newspaper, radio, GTV
- Photos to tell the story
- Public meetings
- Existing events, opportunities and outlets



# Outreach plan today

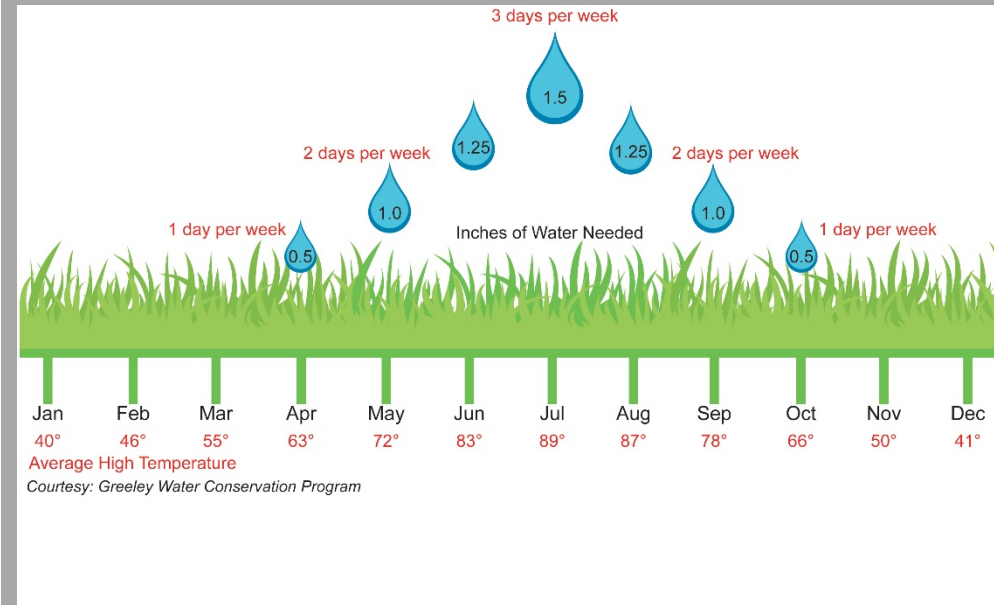
Tools we have now (or soon) that we didn't have in 2002

- Social media: Facebook, Twitter, NextDoor
  - 80% customers respond here to City news
- Customer friendly summary of plan
- Water Budget
  - More frequent and consistent education and outreach
- Better data and ability to monitor use
- WaterSmart customer portal
- AMI
- New billing (CIS) system
- Website, E newsletters, blogs



# Key points to educate

- These should be applied now and during the drought
- Understanding Water Budget
  - What is IWR (how much water do lawns need)?
- Understanding weather
  - Differences between July and August
  - Adjusting sprinklers for shoulder months or rain events
- How can customers use WB to help inform and prioritize their water use?
- Importance of reacting sooner than later to drought
- Storage is essential



# Outline for Drought Plan

- Introduction and Background
- Identifying and Classifying Drought
- Drought Response Strategies
- Implementation and Monitoring
- Plan Review and Updates



# Questions



**WATER & SEWER BOARD AGENDA** OCTOBER 21, 2020

ENCLOSURE   X        NO ENCLOSURE       

ITEM NUMBER:            6

TITLE:                    3<sup>RD</sup> QUARTER WATER COURT UPDATE

RECOMMENDATION:      INFORMATION ONLY

ADDITIONAL INFORMATION:

Staff will provide update.



# Water & Sewer Department

## MEMORANDUM

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TO: Greeley Water & Sewer Board  
FROM: Leah Hubbard, Water Resource Admin I  
DATE: October 21, 2020  
RE: 3<sup>rd</sup> Quarter Water Court Cases Update

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This memorandum is a review of the Water and Sewer Department's legal activities from June of 2020 through September of 2020. The review includes an update on Greeley's current Water Court cases and a summary of the Water Resources Division's legal expenses.

### **STATEMENTS OF OPPOSITION**

Since the last update in July, Greeley has filed eight statements of opposition and stipulated in seven cases. Therefore, the current number of pending Water Court cases in which Greeley is an opposer is 30.

Statements of Opposition filed:

- 20CW3069 (Hunt Water, LLC)
- 20CW3070 (Hunt Water, LLC)
- 20CW3073 (PVIC Augmentation Group, LLC)
- 20CW3093 (Raindance Metropolitan District)
- 20CW3096 (ECCV & United)
- 20CW3113 (Lazy D Ranch)
- 20CW3117 (ACWWA)
- 20CW3123 (Central Colorado Water Conservation District)

Stipulations filed:

- 19CW3208 (Central and GMS Diligence, Nissen Exchanges)
- 18CW3215 (City of Loveland)
- 19CW3165 (Northern Diligence for Grey Mountain)
- 19CW3169 (CLPWUA Diligence for Grey Mountain)
- 19CW3199 (Northern SPWCP)
- 19CW2019 (Fort Collins- Loveland District)
- 20CW3041 (Tri-Districts)

SERVING OUR COMMUNITY • IT'S A TRADITION

We promise to preserve and improve the quality of life for Greeley through timely, courteous and cost-effective service.

## **GREELEY AS APPLICANT**

A summary of pending and recently decreed Water Court cases in which Greeley is the applicant is as follows:

### **19CW3164 (Linn Grove Diligence, Case No. 11CW60)**

On August 28, 2019, Greeley filed an application for a finding of reasonable diligence for the conditional groundwater rights, conditional storage rights, and conditional exchanges decreed to operate in conjunction with the plan for augmentation in Case Number 11CW60. These water rights are decreed for irrigation and other related uses at Linn Grove Cemetery. In this application, Greeley sought a determination that certain of the water rights should be made partially absolute, in the amount of 36.9 gpm for the groundwater right decreed to Well B, 0.05 acre-feet of storage in Linn Grove Pond No. 1, and 5.6 acre-feet of storage in Linn Grove Pond No. 2. The rights decreed in 11CW60 that were not made absolute in this diligence case remain conditional. A statement of opposition was filed by the Cache la Poudre Water Users Association (“CLPWUA”). A stipulation was entered on July 13, 2020 and a final judgment and decree was issued August 28, 2020.

### **19CW3191 (Equalizer diligence, Case No. 05CW326)**

On September 30, 2019 Greeley filed its application for a finding of reasonable diligence for conditional surface rights and right of exchange, including storage, of its Lower Equalizer rights decreed in Case No. 05CW326. No absolute claims are being made in this application and all rights remain conditional. No statements of opposition were filed, however, the Greeley Irrigation Company filed a motion to intervene which was granted by the court. Opposer comments are due October 30, 2020.

### **19CW3239 (Overland Ponds Diligence, Case No. 00CW251)**

On December 20<sup>th</sup>, 2019 Greeley and the Tri-Districts jointly filed this application for a finding of reasonable diligence to make a conditional water right partially absolute. This application concerns the conditional water storage right and conditional appropriative rights of exchanges decreed in Case No. 00CW251. In this application, Greeley and the Tri-Districts are claiming 18.6 cfs diversion rate and 283.58 acre-feet of storage absolute. Seven statements of opposition were filed. The State Board of Land Commissioners stipulated on June 15, 2020, six opposing parties remain. Opposer comments are due October 30, 2020.

### **20CW3009 (Rockwell Diligence, Case No. W-8695-77)**

On January 31<sup>st</sup>, 2020, Greeley filed this application for a finding of reasonable diligence for the conditional water storage right originally decreed for Rockwell Reservoir in Case No. W-8695-77, and certain conditional appropriative rights of exchange originally decreed to Rockwell Reservoir in W-9385-78. Greeley changed the Rockwell Reservoir Storage Right and certain of the Rockwell Reservoir Exchanges in Case No. 15CW3162 to facilitate the storage and subsequent operation of water attributable to the rights in and from Milton Seaman Reservoir. Four statements of opposition were filed. Three of those parties, the Northern Colorado Water Conservancy District, the McMurry Trusts, and the City of Fort Collins have stipulated, leaving the Cache la Poudre Water Users Association as the sole opposing party remaining. The next status conference is scheduled for November 10<sup>th</sup>.

20CW3004 (GLIC Exchange Diligence, Case No. 87CW329)

On January 28<sup>th</sup>, 2020, Greeley filed its application for a finding of reasonable diligence for the conditional appropriative right of exchange originally decreed in Case No. 87CW329. Under this exchange, Greeley may divert excess municipal return flows from GLIC, Seven Lakes, and Lake Loveland water rights changed in Case No. 87CW329 released from Greeley's WTRF and the Lone Tree wastewater treatment plant by exchange to the headgates of the ditch companies. Two statements of opposition were filed. Opposers have until November 6<sup>th</sup> to provide additional comments.

20CW3054 (Milton Seaman Diligence, Case No. 90CW226)

On April 27<sup>th</sup>, 2020, Greeley filed this application for a finding of reasonable diligence for a conditional water storage right for the Milton Seaman Reservoir Enlargement in the amount of 9,992 acre-feet. No absolute claim was made in this application, and the right will remain conditional. Four statements of opposition were filed in this case. Two of the parties, the State Board of Land Commissioners and the McMurry Trusts, have stipulated. Comments from the two opposing parties remaining are due October 16<sup>th</sup> and a status conference is scheduled for October 22<sup>nd</sup>.

**LEGAL & ENGINEERING EXPENSES:**

The Water Resource Division's outside legal and engineering expenses through October of 2020 totaled \$399,324 which is 70% of the \$569,061 total spent in 2019.

*2020 Water Resources Legal and Engineering Costs*

<u>1st quarter</u>	
Legal	\$18,257
Engineering	\$42,378
<i>Total</i>	<i>\$60,635</i>
<u>2nd quarter</u>	
Legal	\$77,014
Engineering	\$81,308
<i>Total</i>	<i>\$158,322</i>
<u>3rd quarter</u>	
Legal	\$129,437
Engineering	\$50,930
<i>Total</i>	<i>\$180,367</i>
<u>4th quarter</u>	
Legal	\$0
Engineering	\$0
<i>Total</i>	<i>\$0</i>
<b><i>Annual Total</i></b>	<b><i>\$399,324</i></b>

# 3rd Quarter Water Court Cases Update

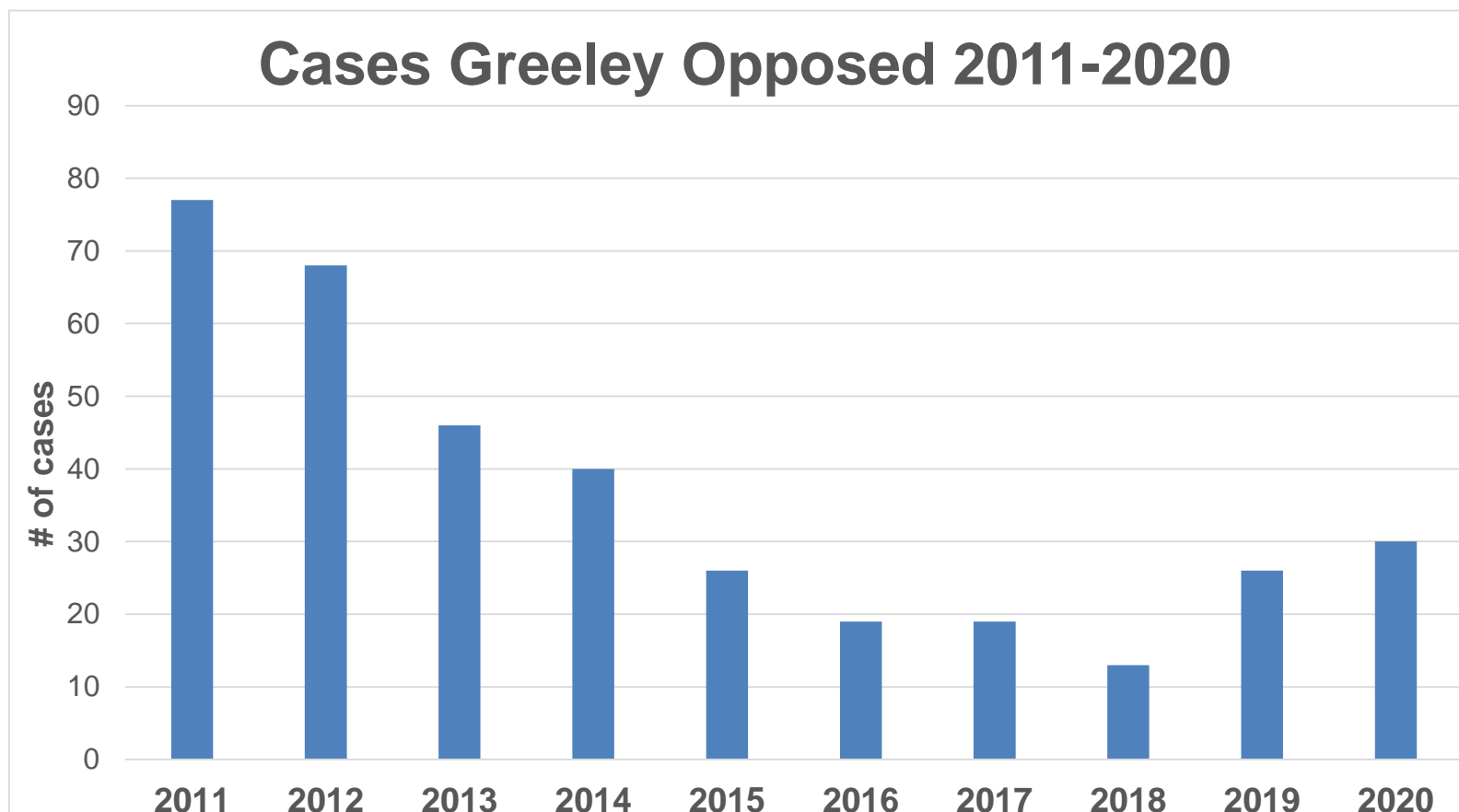


Jen Petrzelka, Water Resources Operations Manager  
October 21<sup>st</sup>, 2020



# Statements of Opposition

- Since April filed 8 SOO, stipulated to 7 cases
- Number of cases Greeley is an opposer: 29
- Up 4 cases since end of 2019



# Greeley as Applicant

## ***Linn Grove Cemetery Diligence (19CW3164)***

- Filed application on August 28
- Conditional groundwater rights, storage rights and exchange rights
- Seeking absolute claims for:
  - 36.9 gpm pumping rate decreed to Well B
  - 0.05 acre-feet storage into Linn Grove Pond No. 1
  - 5.6 acre-feet storage into Linn Grove Pond No.2
- 1 Opposer (Cache la Poudre Water Users Association)
- **Final decree entered August 28, 2020**



# Greeley as Applicant

## ***Lower Equalizer Diligence (19CW3191)***

- Conditional surface rights, storage rights and exchange rights
- Not seeking absolute claims in this application
- 1 Opposer (GIC)
- Circulated draft decree
- Opposers 2<sup>nd</sup> round of comments are due October 30<sup>th</sup>



# Greeley as Applicant

## ***Overland Ponds Diligence (19CW3239)***

- Filed application December 31<sup>st</sup>
- Conditional storage rights and exchange rights
- Seeking absolute claims for:
  - 18.6 cfs diversion rate
  - 283.58 acre-feet storage
- 7 statements of opposition were filed
- Received comments on initial proposed decree
- Provided comments end of August
- **Opposers comments are due October 30<sup>th</sup>**



# Greeley as Applicant

## ***Rockwell Diligence (20CW3009)***

- Filed application January 31<sup>st</sup>
- Conditional storage right and appropriative rights of exchange in W-8695-77 and W-9385-78
- No absolute claims
- 4 statements of opposition have been filed
- Received first round of comments
- **No deadlines scheduled at this time**



# Greeley as Applicant

## ***GLIC Exchange Diligence (20CW3004)***

- Filed application January 28<sup>th</sup>
- Finding of reasonable diligence toward the conditional appropriative right of exchange originally decreed in Case No. 87CW3294
- Exchange of effluent from Greeley's WWTP and Lone Tree WWTP to the GLIC system
- No absolute claims
- 2 statements of opposition have been filed
- Completed 1<sup>st</sup> round of comments
- **Opposers have until November 6<sup>th</sup> to provide additional comments**



# Greeley as Applicant

## ***Milton Seaman Diligence (20CW3054)***

- Filed application April 27<sup>th</sup>
- Finding of reasonable diligence toward the conditional storage right for the Milton Seaman enlargement (9,992 acre-feet)
- No absolute claims
- 4 statements of opposition have been filed
- Opposers comments due October 16<sup>th</sup>



# Legal & Engineering Expenses

## 2020 Costs to date

Legal	\$ 224,708
Engineering	\$ 174,616
<b>Total</b>	<b>\$ 399,324</b>

This is 70% of the \$569,061 spent in 2019





Questions?



**WATER & SEWER BOARD AGENDA   OCTOBER 21, 2020**

ENCLOSURE   X        NO ENCLOSURE       

ITEM NUMBER:                7

TITLE:                        CAMERON PEAK POST FIRE MITIGATION  
UPDATE

RECOMMENDATION:      INFORMATION ONLY

**ADDITIONAL INFORMATION:**

The Cameron Peak Fire started in the Poudre Canyon on August 13<sup>th</sup> and has burned over 140,000 acres. Staff will give an overview of the fire and impacts of the fire to Greeley's water supplies and infrastructure. Additionally, staff will present the efforts being taking towards post-fire mitigation and securing federal funding to support recovery.

 Cameron Peak Fire Burn Perimeter, October 6, 2020

 City of Greeley

 Greeley Water Supply

 City of Greeley Facility

 C-BT System\*

 Creeks

 Rivers

 Transbasin Ditch/Tunnel

 Ditch

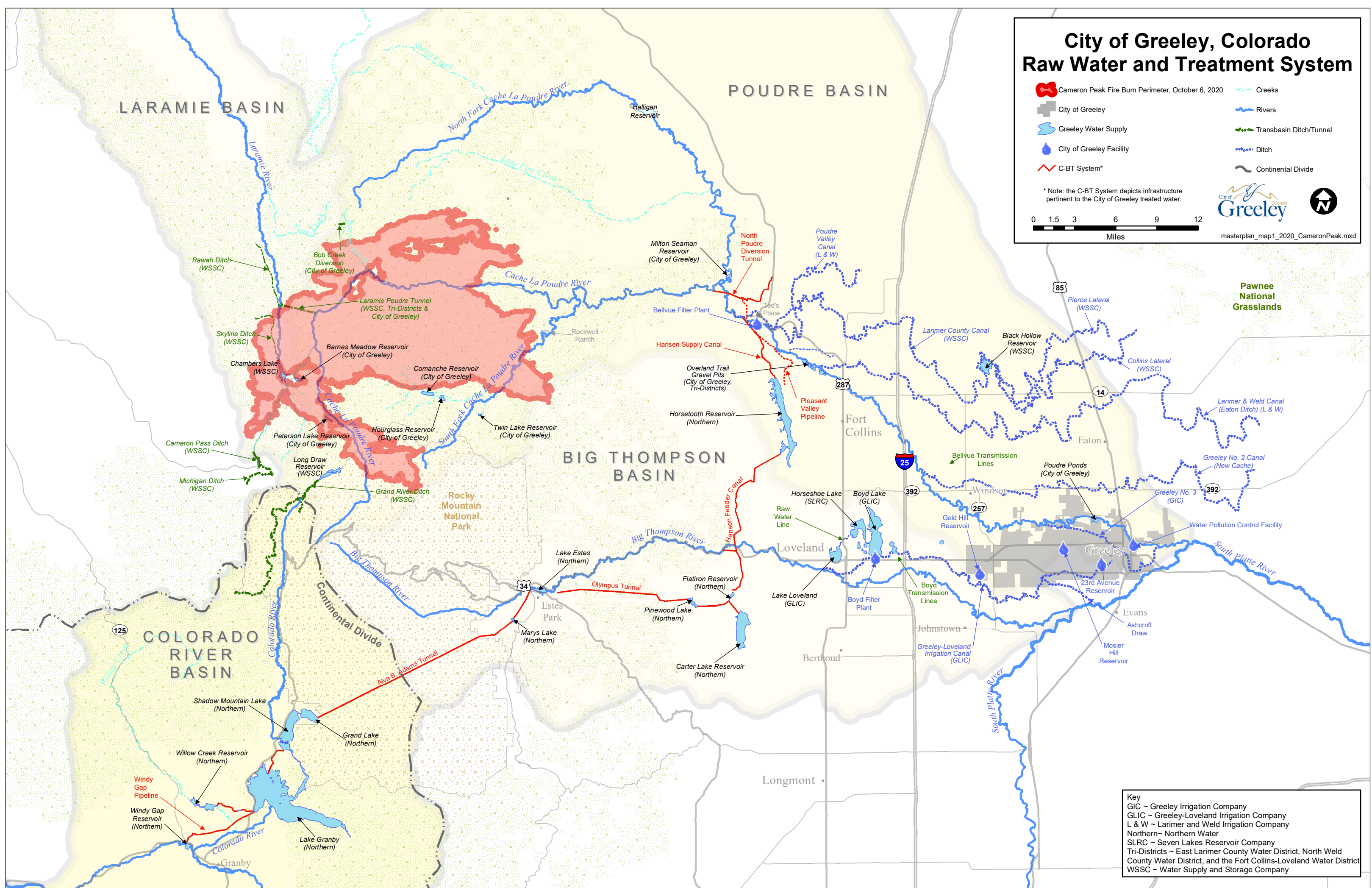
 Continental Divide

\* Note: the C-BT System depicts infrastructure pertinent to the City of Greeley treated water.

0 1.5 3 6 9 12  
Miles

City of Greeley Colorado

masterplan\_map1\_2020\_CameronPeak.mxd



# Cameron Peak Fire Update



**Presented to  
Greeley Water &  
Sewer Board**

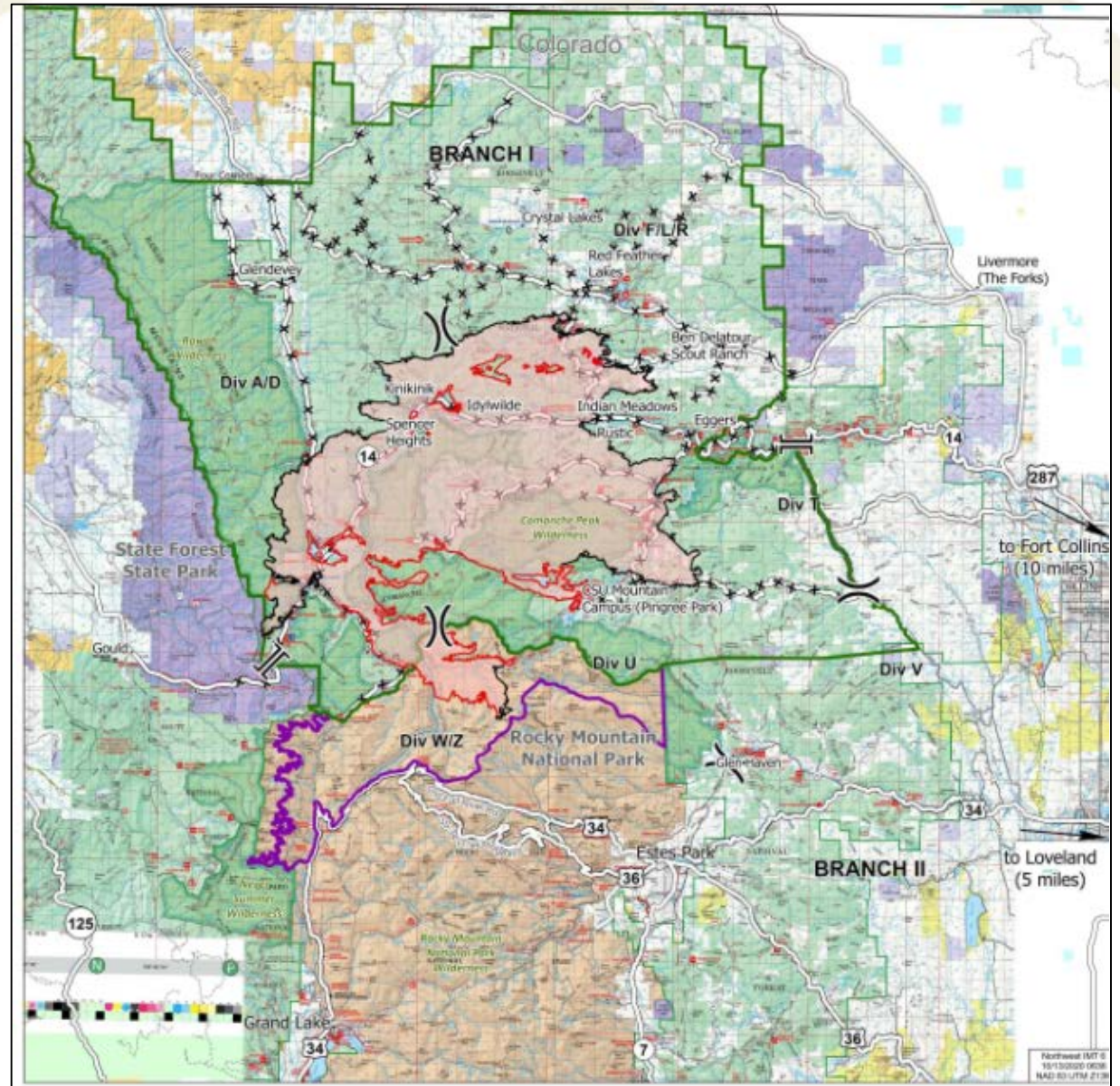
October 21, 2020

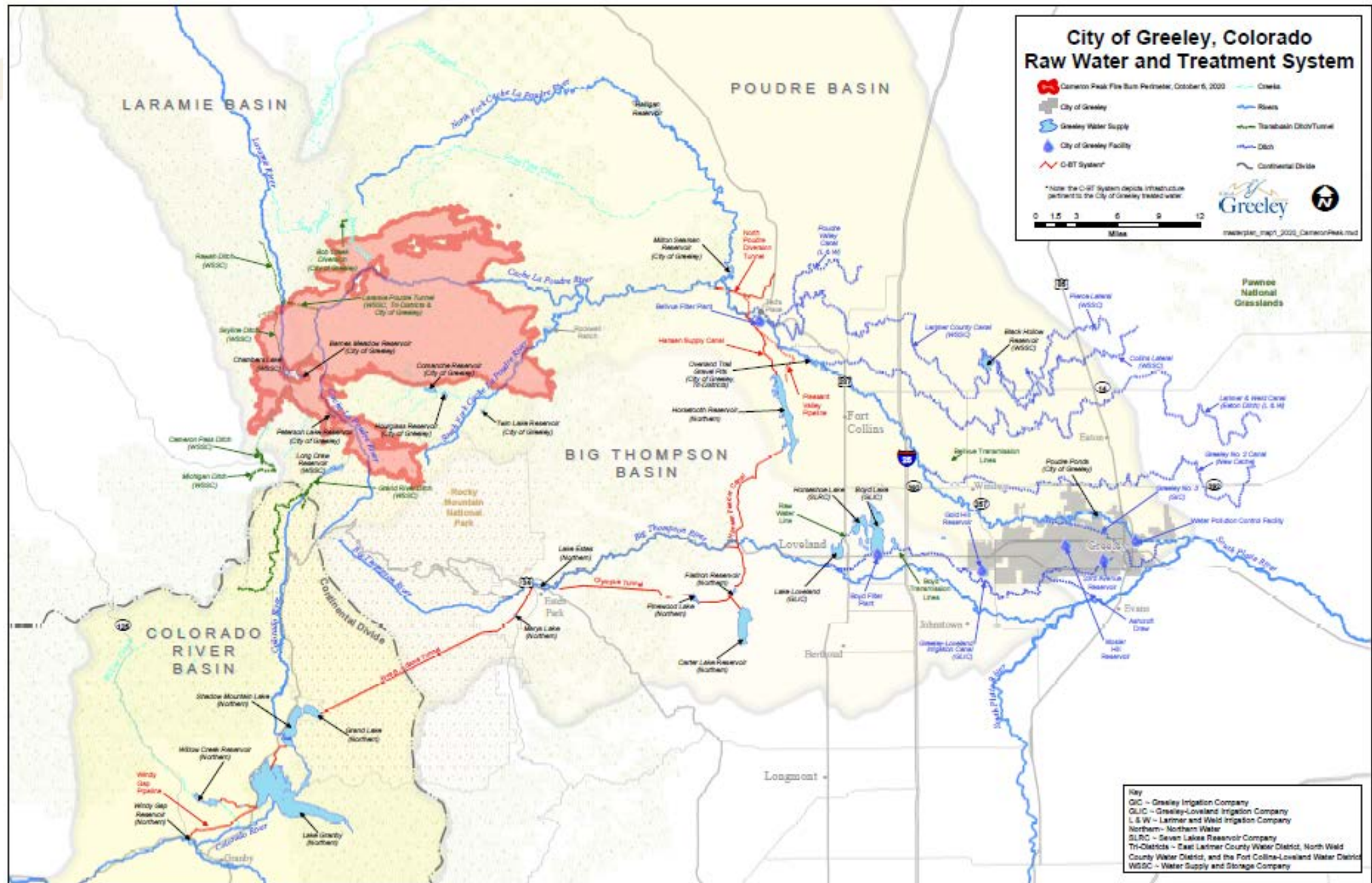


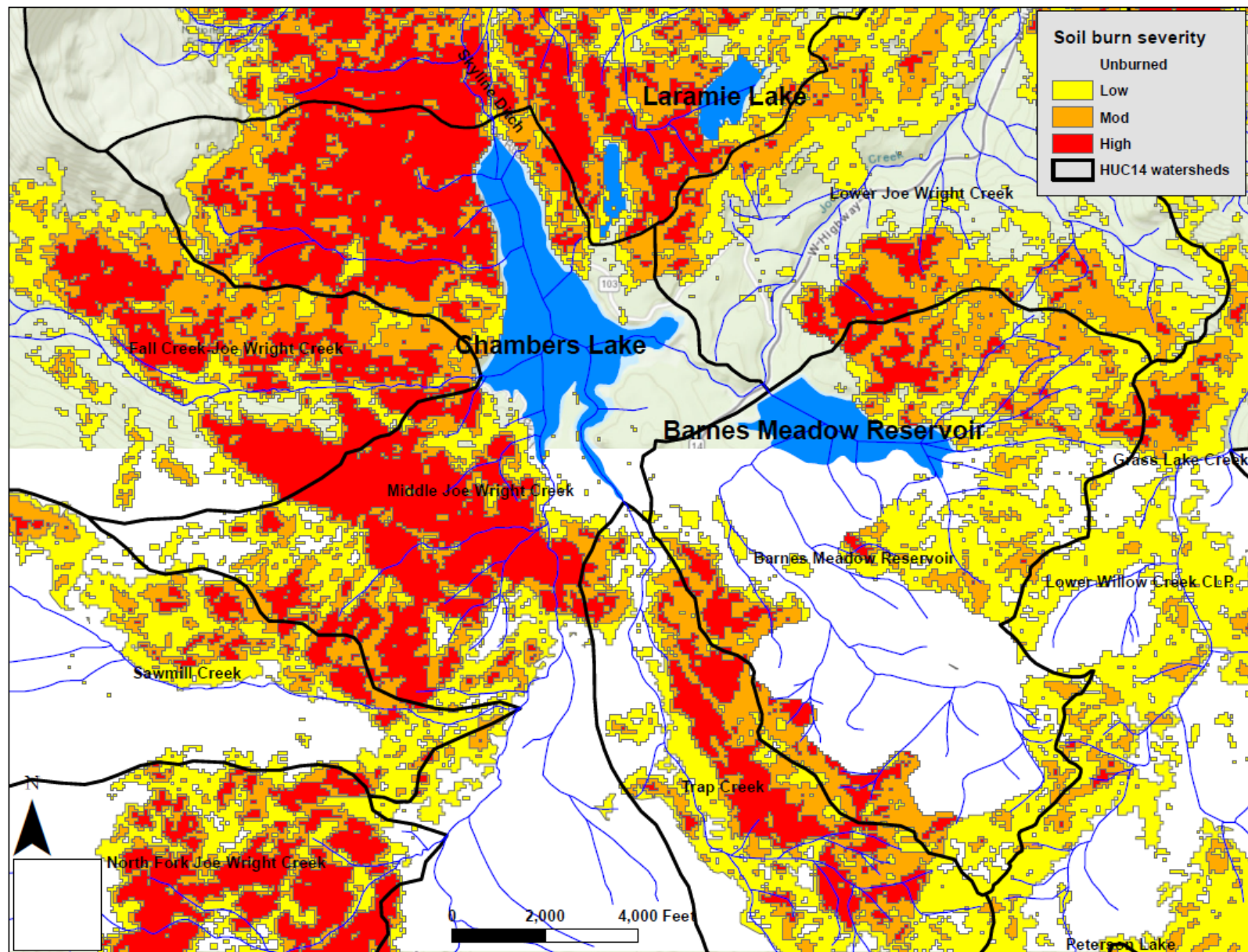
# Current Facts

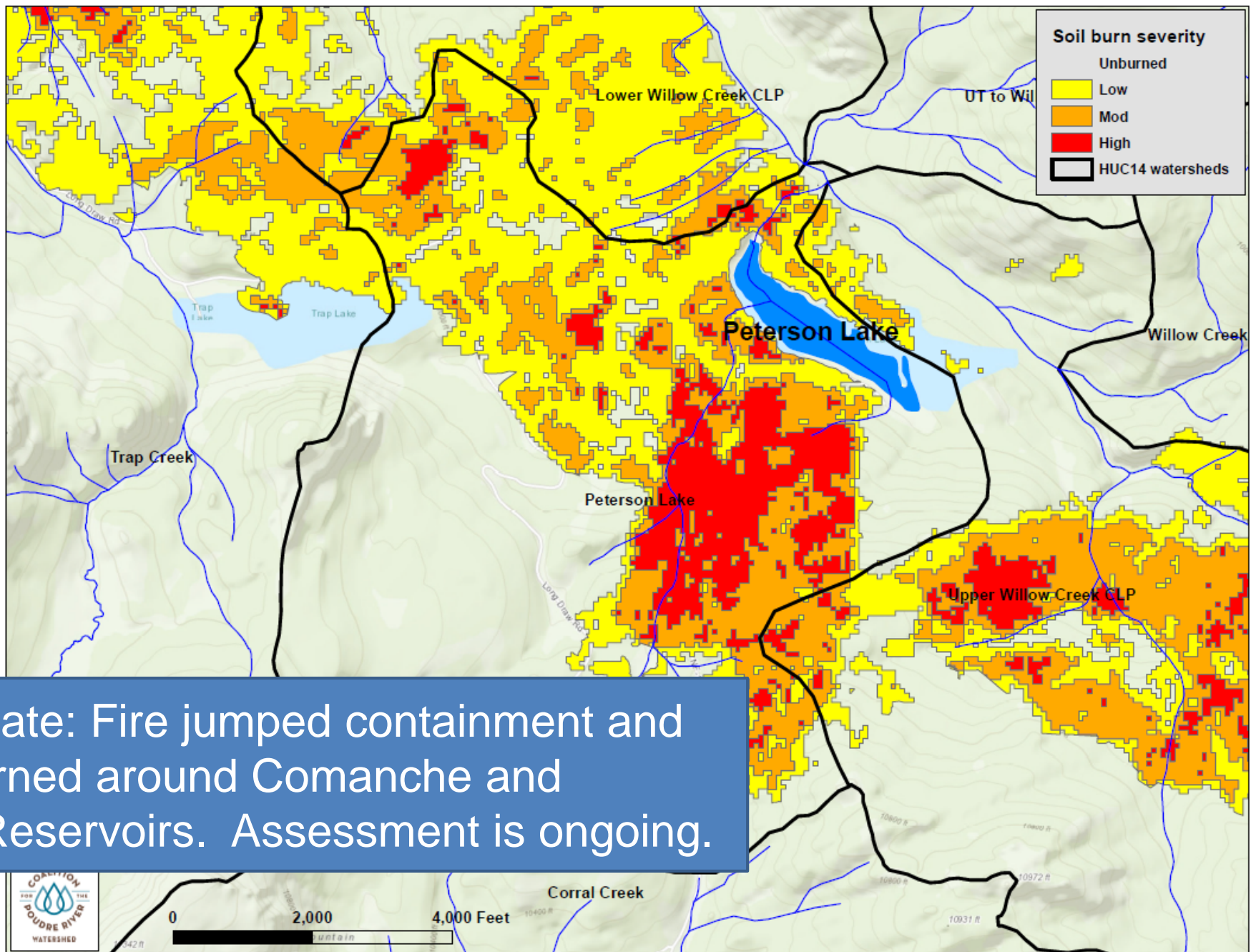
- Began August 13, 2020
- Cause is unknown
- 134,960 acres\*
- 56% contained\*
- Estimated containment is November 8<sup>th</sup>
- >90% on Forest Service lands
- 41% medium burn severity, 11% high burn severity

\*As of October 12, 2020









Oct. 14 Update: Fire jumped containment and severely burned around Comanche and Hourglass Reservoirs. Assessment is ongoing.

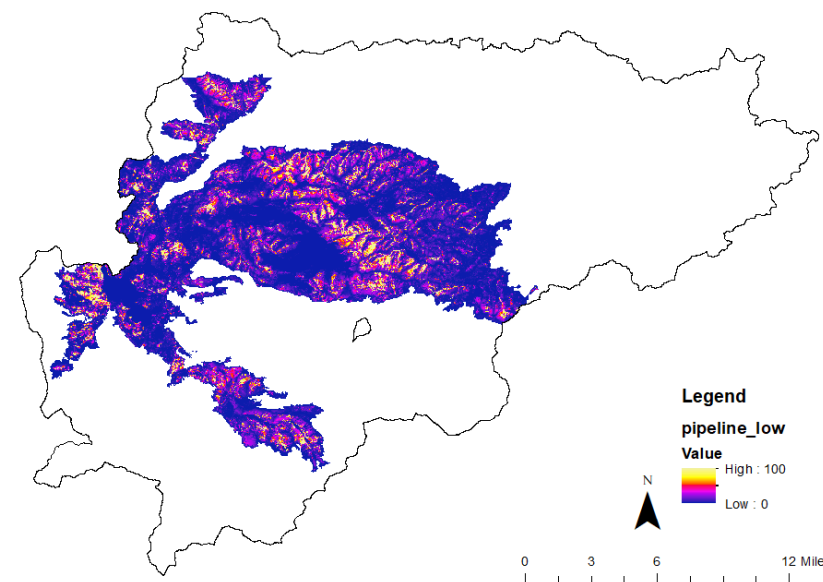
# Impacts

- Sediment and debris delivery to reservoirs
  - Loss of storage capacity
  - Inability to operate
- Water quality impacts
  - Erosion increases turbidity and treatment requirements
  - May be unable to divert. Greeley diverts ~15,000 acre-feet from the Poudre
- Flooding hazards



# Sediment Modeling

- Hydrologic and sediment transport modeling underway
- Preliminary results: sediment delivery into reservoirs from 10-year rain will increase:
  - Up to 17 times (1,600%) at Greeley's reservoirs
  - Up to 10 times (900%) at Greeley's pipeline



# Solutions

- Sediment traps/basins at reservoirs
- Debris traps
- Aerial mulching
- Directional felling
- Wattles
- Many of these were utilized and successful in High Park fire



# Lessons from High Park Fire

- River will be untreatable following rains
- Treatment costs will increase and treatment operations will be more complex
- Watershed mitigation works!
- Federal dollars are available, but managing federal grants is extremely time consuming
- Restoration requires cooperation: Larimer County, Fort Collins, Tri-Districts, irrigation companies, etc.
- We cannot count on another flood to “flush” the sediment

# Next Steps

- Emergency Watershed Protection Program (EWP)
  - Administered by the NRCS
  - Provides funds to mitigate impacts to watersheds from natural disasters
  - Typically for private not federal lands
    - Working closely with USFS, USDA, and Congressional Delegation to make exception
  - Greeley will be sole sponsor, at request of basin stakeholders
  - Sent in application, received draft agreement, expect final agreement soon
  - Initially applied for small amount; will amend to increase

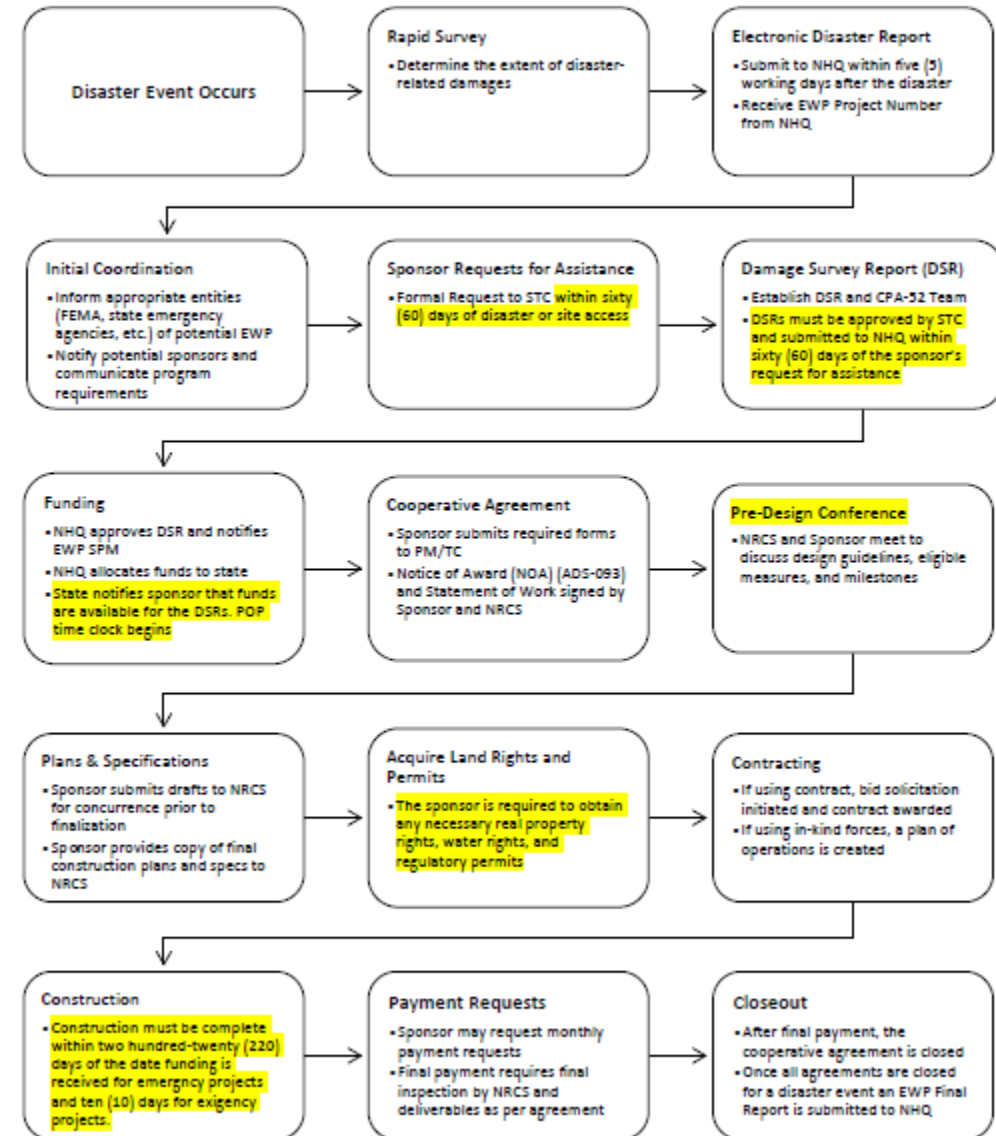


# Next Steps

- Responsibilities of EWP Sponsor:
  - Requires 25% match
    - Will cost share with other basin users
    - Seeking reduced cost match
  - Complete Damage Survey report
  - Obtain right of access
  - Obtain all Federal, State and local permits
  - Administer technical services and construction contracts
  - Must complete work in 220 days
  - Submit Final report

## EWP Program Flow Chart

Procedures can be followed in combination to make the most effective use of time



# Next Steps

- IGA with Fort Collins and potentially others
  - Define reimbursement
  - Funding of Project Manager (CPRW)
- Continue to meet with stakeholders and develop priorities
  - CPRW is lead coordinator
  - Fort Collins, Northern, Larimer County, Tri-districts, Fort Service, Colorado Forest Institute (CSU)
  - Larimer County is key stakeholder, but level of participation is unknown



# Congressional Support

- Requesting funding, reduced cost match, and allowance for EWP funds to be used on USFS lands
- Letter request for assistance to USDA and NRCE
  - Gardner, Buck, & Neguse
- Letter request for assistance to USDA, USFS, and NRCS
  - Bennet & Neguse
- Conversations with congressional staff for additional support are ongoing



# Next Steps

- Start work on immediate needs at Chambers and Barnes
  - This fall if possible
  - WSSC hired contractor and started design
  - Greeley will reimburse WSSC
  - Greeley will provide in-kind support
- Cannot perform mitigation during winter
- Plan for next year efforts and funding



# Questions



**WATER & SEWER BOARD AGENDA    OCTOBER 21, 2020**

ENCLOSURE   X        NO ENCLOSURE       

ITEM NUMBER:                      8

TITLE:                                APPROVE AND RECOMMEND TO CITY  
COUNCIL      EMERGENCY      WATERSHED  
PROTECTION      IGA      WITH      NATURAL  
RESOURCES      CONSERVATION      SERVICE  
(CAMERON PEAK FIRE)

RECOMMENDATION:      APPROVE AND RECOMMEND TO CITY  
COUNCIL

**ADDITIONAL INFORMATION:**

The Cameron Peak Fire started in the Poudre Canyon on August 13<sup>th</sup> and has burned over 150,000 acres. Greeley's water supplies and infrastructure will be significantly impacted by this fire and therefore expeditiously securing funds is essential for mitigation and recovery. In response, Greeley has applied for the Emergency Watershed Protection Program (EWP) through the Natural Resource and Conservation Service (NRCS) which provides funds to mitigate impacts to watersheds from natural disasters. This Intergovernmental Agreement (IGA) with the NRCS outlines the terms and conditions associated with being a EWP financial sponsor. Staff recommends approval and recommendation to City Council of this IGA, which will consist primarily of the enclosed Statement of Work and General Terms and Conditions.

AGREEMENT ID: TBD 600000XXXX

SPONSOR: City of Greeley

PROJECT: Greeley 2020 EWP

## EMERGENCY WATERSHED PROTECTION PROGRAM STATEMENT OF WORK

### PURPOSE

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Greeley, hereinafter referred to as the "Sponsor", for EWP Project # 5084 in Larimer County, Colorado for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

### OBJECTIVES

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 5084-001 - Erosion & sedimentation prevention, debris removal, structure protection from the threat of future flooding due to the Cameron Peak Fire.

### BUDGET NARRATIVE

#### A. The estimated costs for the Project:

##### 1. Total Estimated Project Budget: \$575,000

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (80% NRCS \$400,000 + 20% Sponsor \$100,000): \$500,000

Technical Assistance (TA) Costs:

100% NRCS (not to exceed): \$75,000

2. NRCS reimburses up to 80 percent of eligible construction costs and Sponsor pays 20 percent of construction costs. NRCS will contribute up to \$75,000 for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work
3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include
  - a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
  - b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

#### RESPONSIBILITIES OF THE PARTIES

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
4. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
6. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs.

Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

7. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the engineering plans.
8. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
9. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
10. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
11. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
  - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
  - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
  - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
  - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
12. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
13. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

14. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.
15. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS State Conservation Engineer. Provide NRCS State Conservationn Engineer and Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.
16. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.
17. Provide a Colorado registered PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS State Conservation Engineer and Program/Technical Contact.
18. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.
  - a. The **required supporting documentation for reimbursement of construction costs** include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.
  - b. The **required supporting documentation for reimbursement of in-kind construction expenses** will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.
  - c. The **required documentation for reimbursement of technical and administrative services** will be invoices and proof or payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.
19. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

20. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.
21. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.
22. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.
23. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.
24. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.
25. Submit performance reports on an quarterly basis to the Program/Technical Contact Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.
26. Submit SF-425 Financial Reports on a semi-annual basis to the Program/Technical Contact Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

27. Submit payment requests to the Program/Technical Contact on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

C. MUTUALLY AGREED

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided

in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. Except for item 4. above (last sentence), this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.
6. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
7. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.
8. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

#### EXPECTED ACCOMPLISHMENTS AND DELIVERABLES

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional State of Colorado registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to the NRCS State Conservation Engineer.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit to the NRCS State Conservation Engineer for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
5. Prior to commencement of work and/or solicitation of bids, submit to the NRCS State Conservation Engineer for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.
6. Provide construction inspection in accordance with the QAP.
7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a State of Colorado registered PE certification that the Project was installed in accordance with approved plans and specifications.

#### RESOURCES REQUIRED:

As stated in this agreement.

#### MILESTONES

Milestones shall include, but not limited to, the following items:

1. Pre-construction design conference within 30 days of signing agreement.
2. Submit to NRCS a schedule with time lines of major items to be completed within 30 days of the pre-design conference.
3. Acquire needed landowner permissions prior to start of construction and provide proof to NRCS.
4. Obtaining permits and provide to NRCS prior to the start of construction.
5. Completing any necessary surveys.
6. Completing draft engineering plans and specifications for NRCS review and concurrence.
7. Completing final engineering plans and specifications for NRCS review and approval.
8. Completing quality assurance plan for NRCS review and approval.
9. Solicit bids and provide to NRCS.
10. Award contract and provide to NRCS.
11. Submit Request for Reimbursement (SF-270) with supporting documentation every 30 days.
12. Date of estimated completion of construction
13. Complete agreement close-out activities

**U.S. DEPARTMENT OF AGRICULTURE  
FARM PRODUCTION AND CONSERVATION**

**GENERAL TERMS AND CONDITIONS  
GRANTS AND COOPERATIVE AGREEMENTS**

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

**I. APPLICABLE REGULATIONS**

- a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
  1. 2 CFR Part 25, “Universal Identifier and System of Award Management”
  2. 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information”
  3. 2 CFR Part 175, “Award Term for Trafficking in Persons”
  4. 2 CFR Part 180, “OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)”
  5. 2 CFR Part 182, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”
  6. 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
  7. 2 CFR Part 400, “Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards”
  8. 2 CFR Part 417, “Nonprocurement Debarment and Suspension”
  9. 2 CFR Part 418, “New Restrictions on Lobbying”
  10. 2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)”
  11. 2 CFR Part 422, “Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct”
  
- b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.
  1. 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards”
  2. 48 CFR Part 31, “Contract Cost Principles and Procedures”
  
- c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax

liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, **and** (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

## **II. UNALLOWABLE COSTS**

The following costs are not allowed:

- a. Costs above the amount authorized for the project.
- b. Costs incurred after the award period of performance end date.
- c. Costs not identified in the approved budget or approved budget revisions.
- d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award.
- e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award. The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407.

## **III. PRIOR APPROVAL REQUIREMENTS**

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).
- b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information:
  - 1. Grant or agreement number
  - 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables

3. A description of the revised scope, objectives, or deliverables

- c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services.
- d. Change in a key person specified in the application or award.— When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.
- e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.
- f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request.
  - 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, “Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals,” or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable.
  - 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold.
  - 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects.
  - 4. Changes in the approved cost-sharing or matching provided by the recipient.
  - 5. Additional Federal funds needed to complete the project.
  - 6. Changes to negotiated indirect cost rates during the award period of performance.
  - 7. Equipment purchases not specifically identified in the approved budget.
- g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the

expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following:

1. Amount of additional time requested
2. Explanation for the need for the extension
3. A summary of progress to date and revised milestones

#### **IV. PAYMENTS**

- a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.
- b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.
- c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.
- d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.
- e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

#### **V. FINANCIAL REPORTING**

- a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure

to submit reports as required may result in suspension or termination of award.

- b. The recipient must submit a final financial report no later than 90 days after the period of performance end date.
- c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## **VI. PERFORMANCE MONITORING AND REPORTING**

- a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.
- b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover—
  - 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
  - 2. The reasons why goals and objectives were not met, if appropriate.
  - 3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.
- c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date.
- d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## **VII. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

- a. Reporting of first-tier subawards.
  - 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
  - 2. Where and when to report.
    - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  - 1. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.
- b. Reporting Total Compensation of Recipient Executives.
  - 1. Applicability and what to report. You must report total compensation for each of your

five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—

- (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

- 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—

- (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **VII. AUDIT REQUIREMENTS**

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

## **VIII. SPECIAL PROVISIONS**

- a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.
- b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.
- c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.
- d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions.
- e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making.
- f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences.
- g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

## **IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER**

- a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center  
Grants and Acquisitions Division  
1400 Independence Avenue, SW.  
Room 6819 South Building  
Washington, DC 20250

- c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

“This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here].”

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

“Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services.”

- e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider, employer, and lender.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

## **X. COST-SHARING REQUIREMENTS**

- a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable

program authorizing statute.

- b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.
- c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
  - 1. Immediately notify the FPAC administrative contact of the situation.
  - 2. Specify the steps it plans to take to secure replacement cost sharing.
  - 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.

If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

- d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.
- e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

## **XI. PROGRAM INCOME**

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

## **XII. NONEXPENDABLE EQUIPMENT**

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

## **XIII. LIMIT OF FEDERAL LIABILITY**

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award

as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

#### **XIV. MODIFICATIONS AND TERMINATIONS**

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

#### **XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**

- a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.
- b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- c. The recipient agrees to comply with the **“Prohibition Against Certain Internal Confidentiality Agreements:”**
  1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
  3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
  4. If FPAC determines that you are not in compliance with this award provision, FPAC:
    - i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
    - ii. May pursue other remedies available for your material failure to comply with award terms and conditions.

#### **XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE**

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities.

1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.
2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.
3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.
4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.
5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.
7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.
8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.
9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are **not limited to**, the following:
  - i. State identification and county number (where reported and where located).
  - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
  - iii. Farm, tract, field, and contract numbers.

- iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
  - v. Acreage information, including crop codes.
  - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
  - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
  - viii. Location of conservation practices.
2. Section 1619 allows disclosure of “payment information (including payment information and the names and addresses of recipients of payments) under any Department program *that is otherwise authorized by law*” (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.
  3. Section 1619 also allows disclosure of otherwise protected information if “the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite.” The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.
- c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.
  - d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

## **XVII. AWARD CLOSEOUT**

- a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.
- b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient.
- c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance.
- d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance.
- e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts.
- f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work.
- g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

# Emergency Watershed Protection Program IGA for Cameron Peak Fire Mitigation



**Presented to  
Greeley Water &  
Sewer Board**

October 21, 2020



# Terms

- Reimbursement agreement
  - Monthly reimbursement payments
- Initial Project Budget=\$575,000
  - Financial assistance=labor, equipment, materials
    - 80% NRCS=\$400,000
    - 20% match=\$100,000
  - Technical assistance=design, administering contractors
    - 100% NRCS=\$75,000
- Will make subsequent amendments to request additional funds for expanded recovery efforts



# Terms

- Greeley's obligations:
  - Obtain access and permits
  - Develop Plan of Operations to be approved by NRCS
    - Describes construction services, including quantities and values
  - Submit quarterly performance reports
  - Submit financial reports on a semi-annual basis
  - Responsible for project costs in excess



# Terms

- NRCS's obligations:
  - Assist in establishing design parameters and determine eligible construction costs during pre-design conference
  - Designate Government representative to serve as liaison
  - Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations
  - Make payment covering their agreed to share of the costs



# Terms

- Mutually agreed:
  - Excess costs from a defaulting contractor will be prorated in the same ratio as construction funds are contributed
  - NRCS may refuse to cost share should the Sponsor elect to proceed without obtaining concurrence as set out in this agreement
  - Any excess funding remaining after the project is completed will be de-obligated
  - If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence

# Recommendation

- EWP funds are essential to performing post-fire mitigation work
- Approve and recommend to Council
  - Delegate authority to make minor changes and finalize before execution



**WATER & SEWER BOARD AGENDA    OCTOBER 21, 2020**

ENCLOSURE   X              NO ENCLOSURE       

ITEM NUMBER:                    9

TITLE:                                UTILITY BILL AFFORDABILITY PROGRAM

RECOMMENDATION:        INFORMATION ONLY

**ADDITIONAL INFORMATION:**

The City of Greeley is undertaking a number of significant capital projects that have required ongoing moderate rate increases. Additional rate increases are anticipated in the future, and while Greeley's water and sewer bills are affordable for most customers, those at the lowest income levels may be struggling to pay their utility bills. Staff will provide background and potential options for creating a utility bill assistance program and seek feedback from Water and Sewer Board members regarding the future of such a program.

# Utility Bill Affordability Program Framework

Water & Sewer Board | October 21, 2020

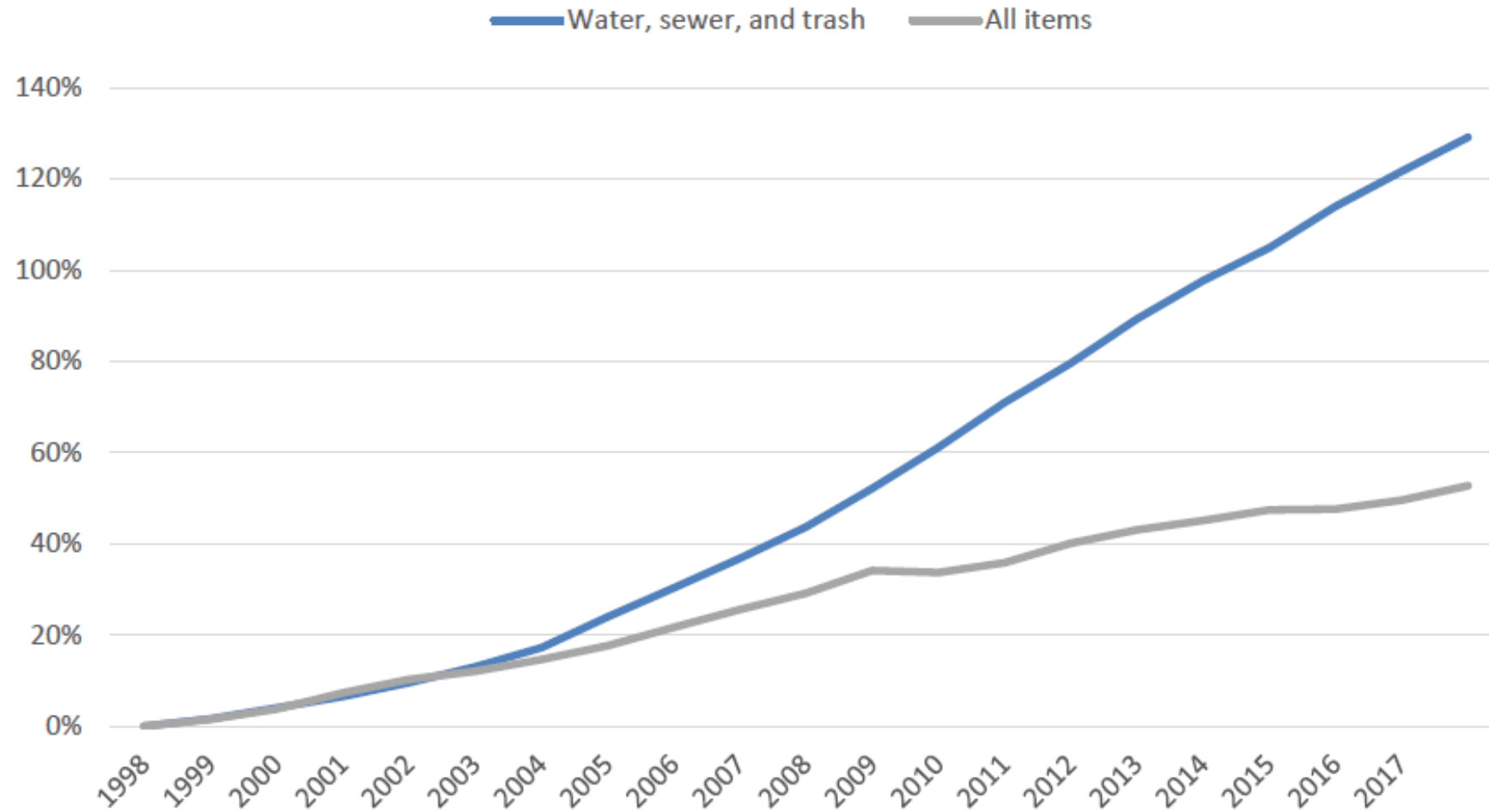


# Issue

- Water and sewer utility rates increasing well above inflation
- Water and sewer utilities becoming less affordable – especially for those at the lowest income levels
- Greeley does not have a utility bill assistance program
  - Many larger utilities do



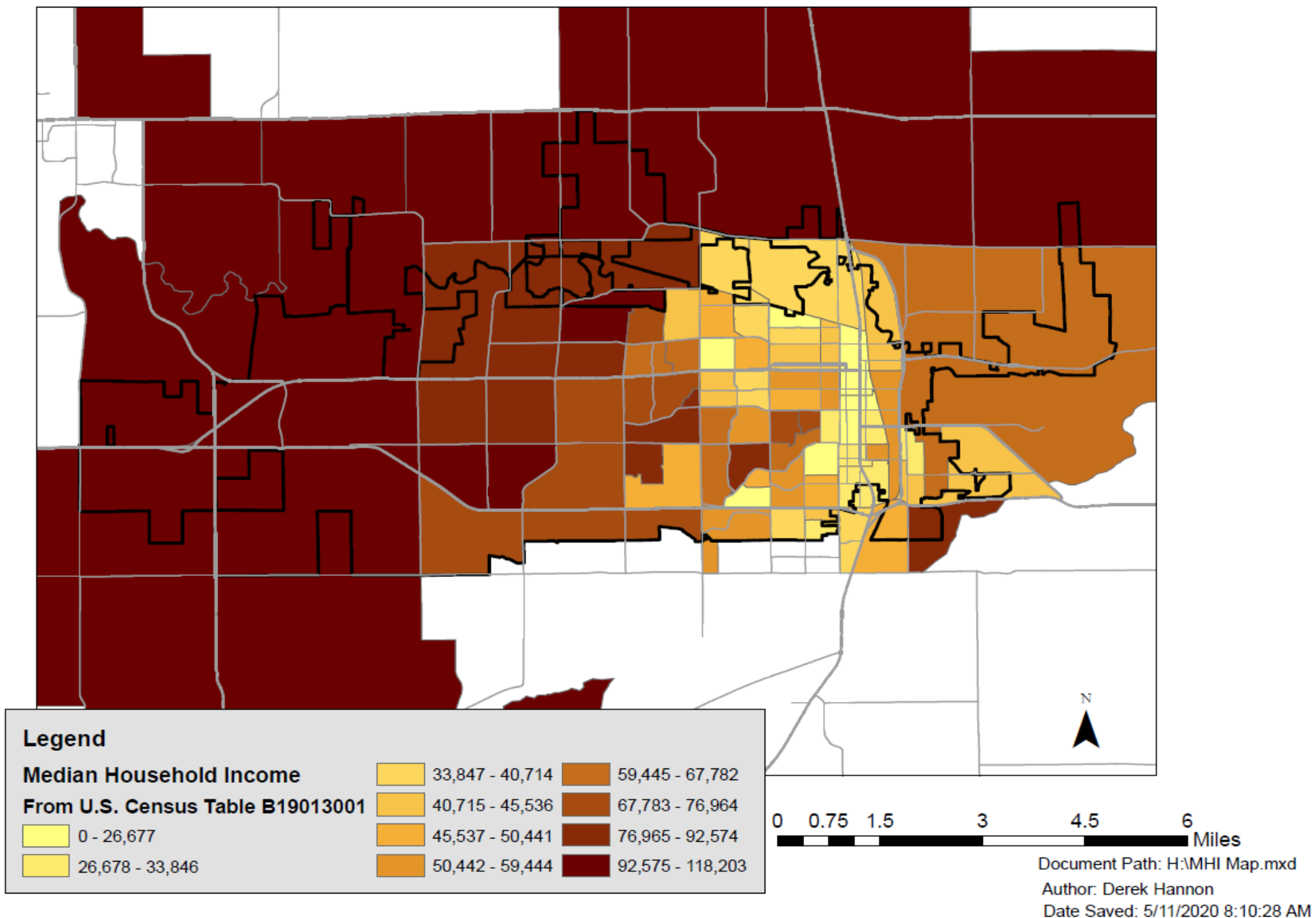
**Figure 1-1: Annual cumulative increase in household costs for water, sewer, and trash compared to increase in CPI for all items.**



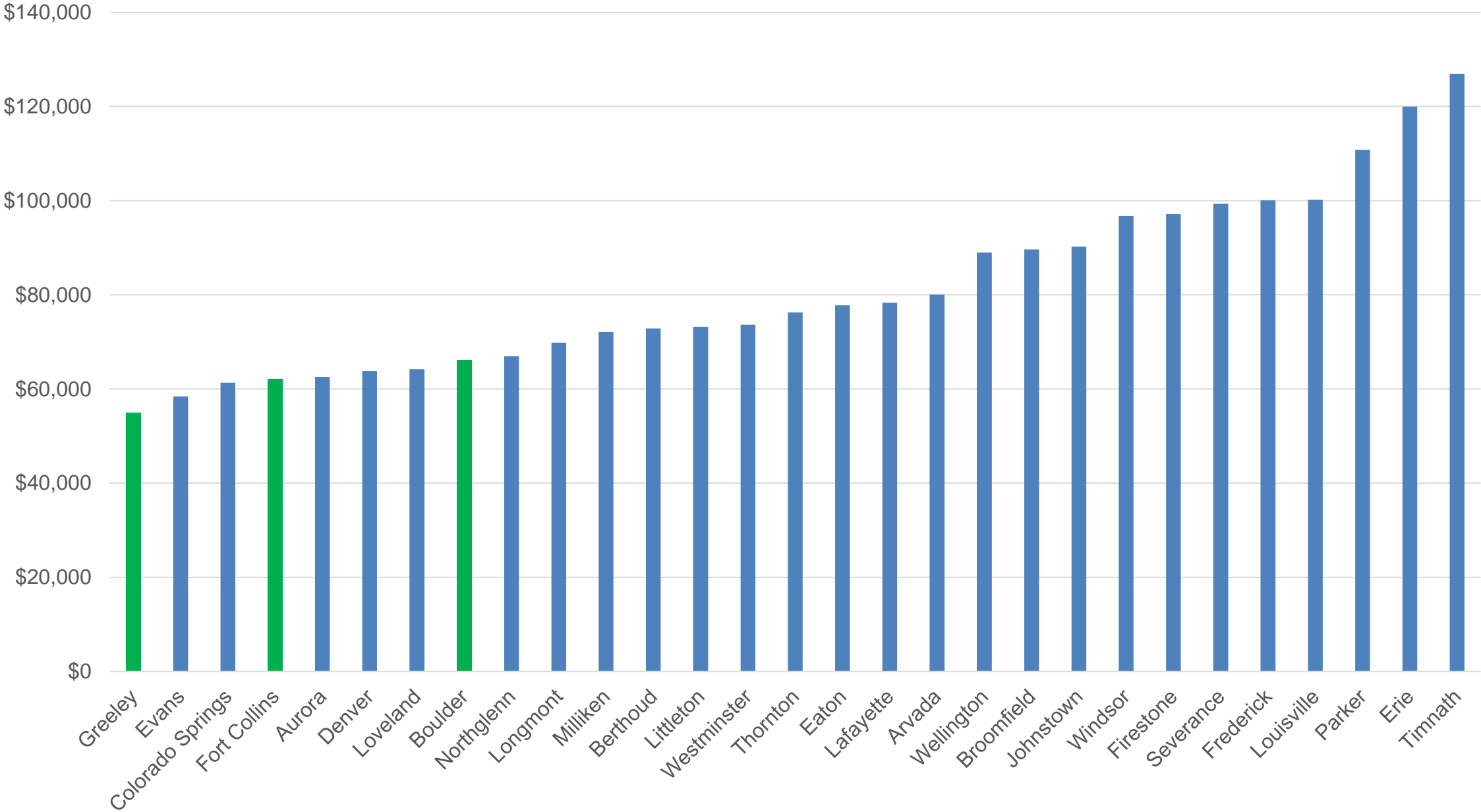
Source: Bureau of Labor Statistics, 2017

Note: BLS does not separately report costs for trash, water, and sewer in its summary tables/data.

# 2018 5 Yr. Avg. Median Household Income by Block Group

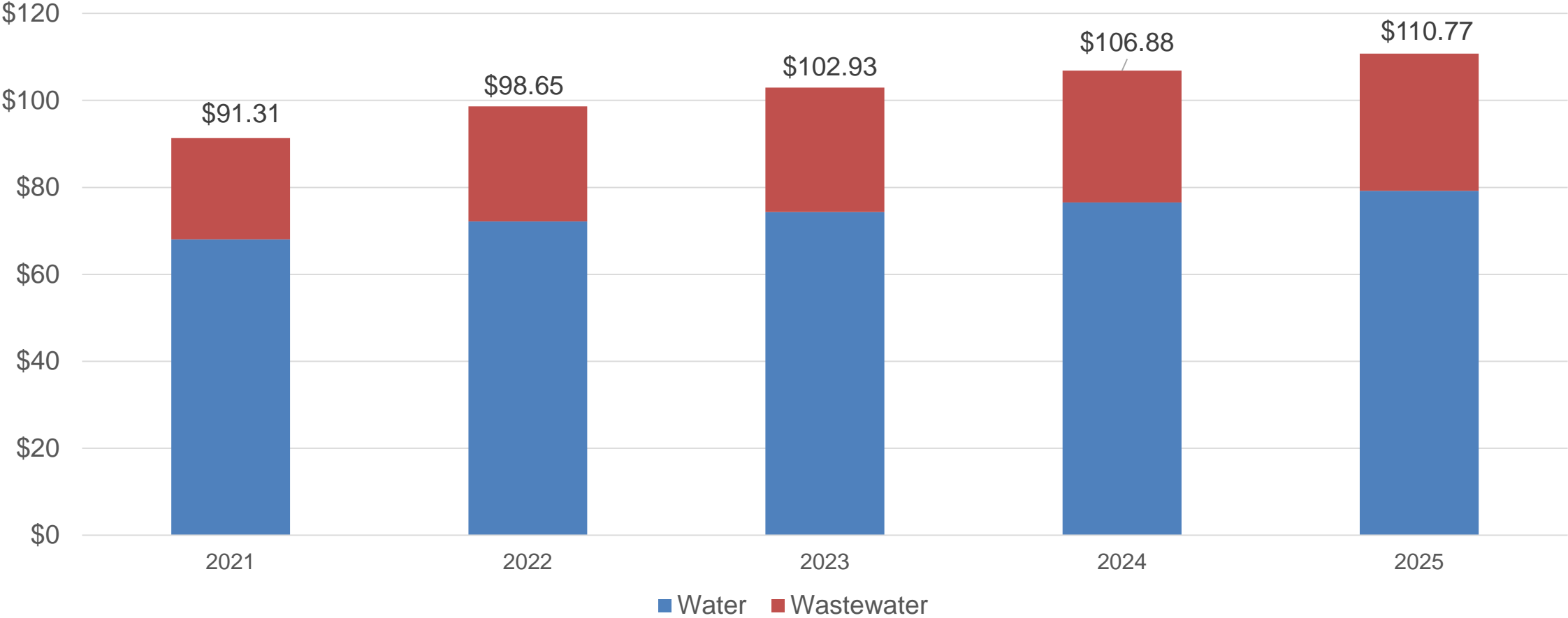


# Median Household Income (2018)



# Future Bill Impacts

Average Water and Sewer Bills



# What Do We Do Now?

- Payment extensions
- Payment arrangements
  - Customer must pay half of past-due amount to start the arrangement
- One-time emergency assistance
  - Refer to United Way's 2-1-1 program
  - Very limited funding available, usually cannot help those that we refer to them



# Options for programs

- Add a 5<sup>th</sup> rate tier – “Indoor only” water use
  - Life sustaining water usage
- Discounted bill – Ongoing
  - Monthly service fee, volumetric usage, or both
  - Examples: Fort Collins – 23% rate reduction, Westminster - \$15 per month credit
- Discounted bill – One-time
  - Example: Aurora Water – up to \$250, Co Springs – up to \$500



# How Can We Administer Program?

- Partner with non profit organization to vet qualification
  - United Way, Goodwill (partner agency with Weld County Low-Income Energy Assistance Program-LEAP), or other
- Run it ourselves
- Eligibility Qualifications
  - Examples: Food tax rebate qualifications or LEAP



# Options For Funding

- Voluntary contributions through bills
  - “Round up”
  - Contribution line
- Search out non-profit funding (not a stable funding source)
- Dedicated amount budgeted
  - Use a portion of revenue from Excessive water rate tier?
  - Fine assessments (additional administrative fee?), other one-time collections?
- **Start small**



# Recommendation/Feedback

- Develop utility affordability assistance program
- Seeking Water and Sewer Board feedback
  - Should we develop an affordability assistance program
  - If so, any input?



**WATER & SEWER BOARD AGENDA    OCTOBER 21, 2020**

ENCLOSURE   X              NO ENCLOSURE       

ITEM NUMBER:                    10

TITLE:                                TERRY RANCH PROJECT UPDATE

RECOMMENDATION:        INFORMATIONAL ONLY

**ADDITIONAL INFORMATION:**

In June 2020, Greeley entered into a Master Agreement for acquisition of groundwater rights and associated storage underlying the Terry Grazing Association Ranch in northwest Weld County (the “Terry Ranch Project”). Since that time, staff and consultants have undertaken extensive inspection and diligence activities on the ranch. Such diligence is required per the Master Agreement, and will inform the City whether to close on the project. This item presents a summary update of diligence activities conducted to date for the Terry Ranch Project, along with preliminary findings. It also provides a recap of Greeley’s evaluation of water supply alternatives.

# **Terry Ranch Water Project**

## **Water & Sewer Board Update**

October 21, 2020



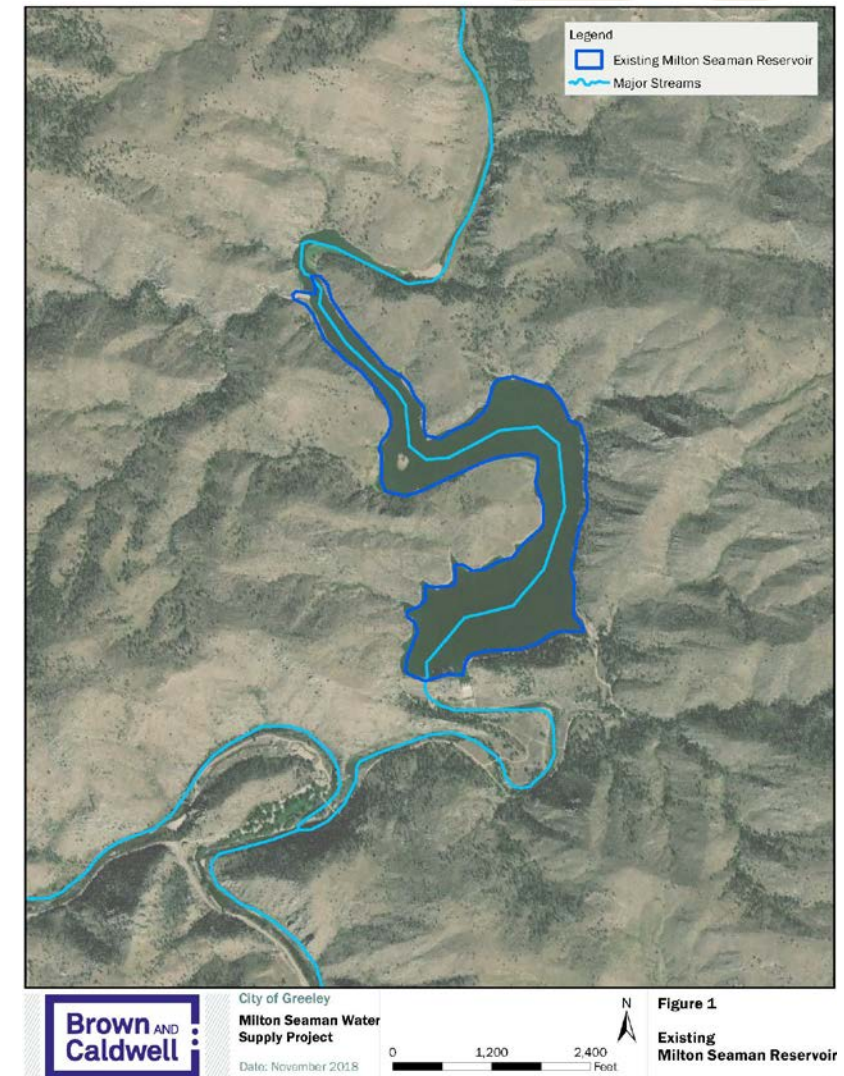
# Agenda

1. Recap of Water Supply Alternatives
2. Diligence Update
3. Communication
4. Next Steps



# Storage

- ✓ 2003 – Milton Seaman Reservoir enlargement identified in planning
- ✓ 2006 – Began permitting
  - ✓ Numerous federal, state, & county permits required
  - ✓ Identify, quantify and mitigate environmental impacts
  - ✓ Evaluate alternative projects that would also meet Greeley's future need



# Milton Seaman Project



- ✓ Permitting complications
  - ✓ Length and cost
  - ✓ Impacts to wetlands, stream channel, and critical habitat
  - ✓ Potential inundation of U.S. Forest Service, Larimer County, and City of Fort Collins properties
- ✓ Uncertain that Greeley would receive necessary permits

# Milton Seaman Project

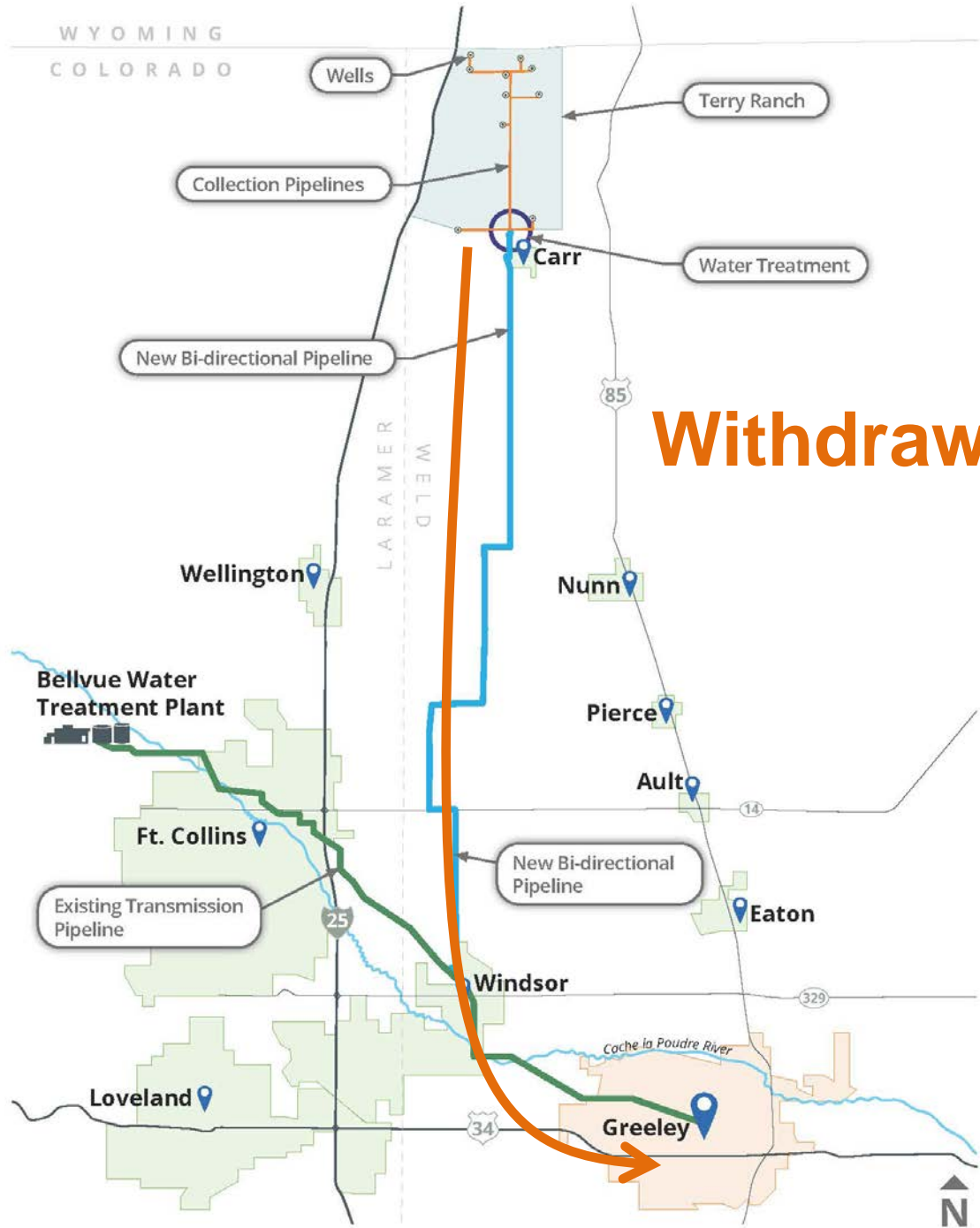
- ✓ Construction cost escalation
  - ✓ Originally estimated at roughly \$100M (2003)
  - ✓ After more detailed engineering, rose to between \$500M and \$1B (2019)
- ✓ Escalation similar to other regional water storage projects
- ✓ Increased water rates



# Storage Alternatives

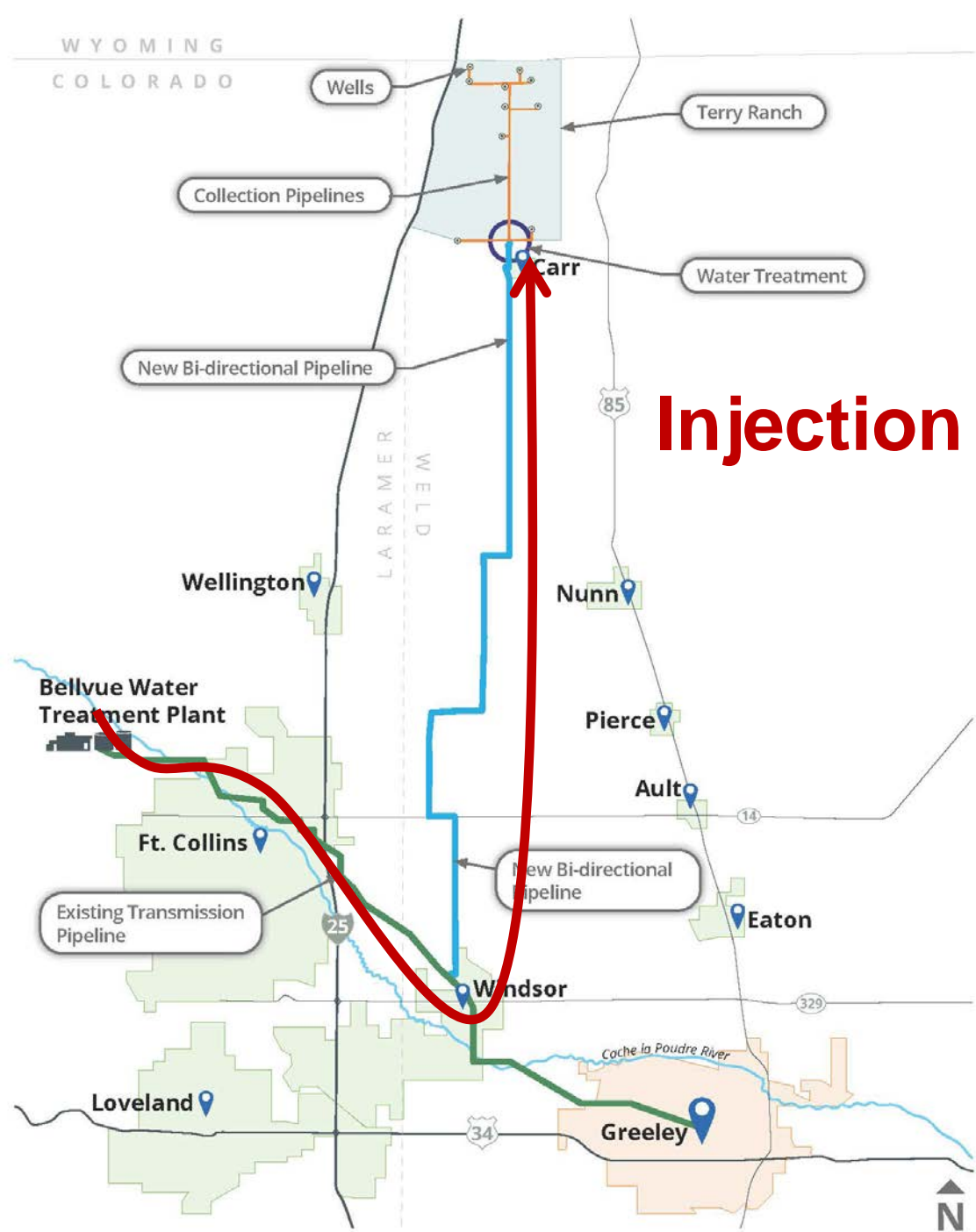
- ✓ Well over 100 alternatives evaluated during federal permitting
- ✓ Army Corps mandated Greeley look harder at other less impactful alternatives (2018)
- ✓ W&S Board asked for “deep dive” in late 2018
  - ✓ Apart from federal permitting
  - ✓ Evaluated alternatives with fewer permitting challenges
- ✓ Identified Terry Ranch Project

# Terry Ranch Overview



- ✓ Pump from wells
- ✓ Water treatment at ranch
- ✓ Connect to existing pipeline
- ✓ Potential for hydropower generation

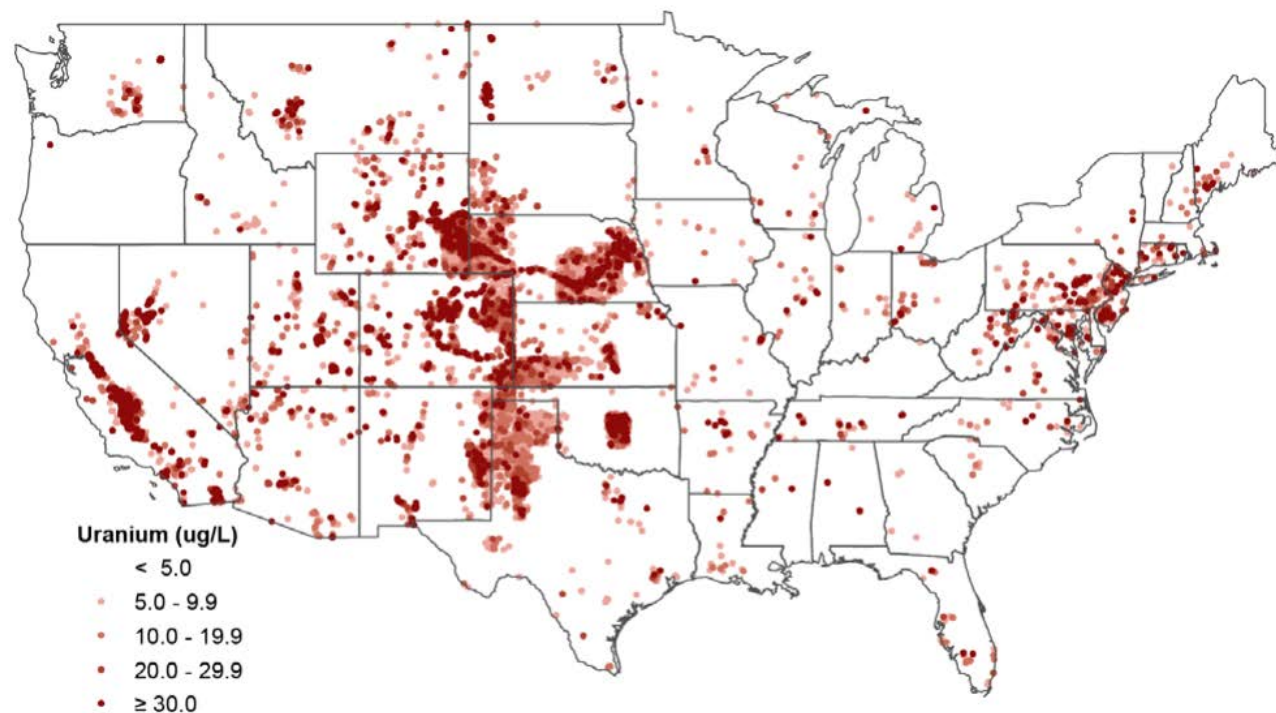
# Terry Ranch Overview



- ✓ Treat at Bellvue Water Treatment Plant
- ✓ Use existing 60" pipeline
- ✓ Pump to treated water north to the ranch
- ✓ Inject
- ✓ Store for future use

# Water Quality

- ✓ Preliminary testing
  - Overall, excellent water quality
  - Minimal treatment, but
  - Detection of uranium
- ✓ Uranium is a widespread, naturally occurring constituent
- ✓ Water quality and treatment are focus of inspection activities



# Project Costs

- ✓ Construction cost: \$250M
- ✓ Seller financing: \$125M
- ✓ Project buildout and costs can be phased
- ✓ *All costs are preliminary, approximate and subject to change*
- ✓ Refined cost estimates in process with consultants

# Operational Costs

<b>Treatment*</b>	<b>Cost per kgal</b>	<b>Cost per AF</b>
Boyd (2014-2019 Avg)	\$0.86	\$281
Bellvue (2014-2019 Avg)	\$0.27	\$87
Terry Ranch Withdrawal**	\$0.32	\$104
Terry Ranch Injection + Withdrawal*	\$0.73	\$237

\*Includes pumping, treatment, and all overhead.

\*\*Cost at buildout (2065+). Near terms costs may be higher. Based on Jan. 2020 preliminary design. Concept design will refine

# Water Rights



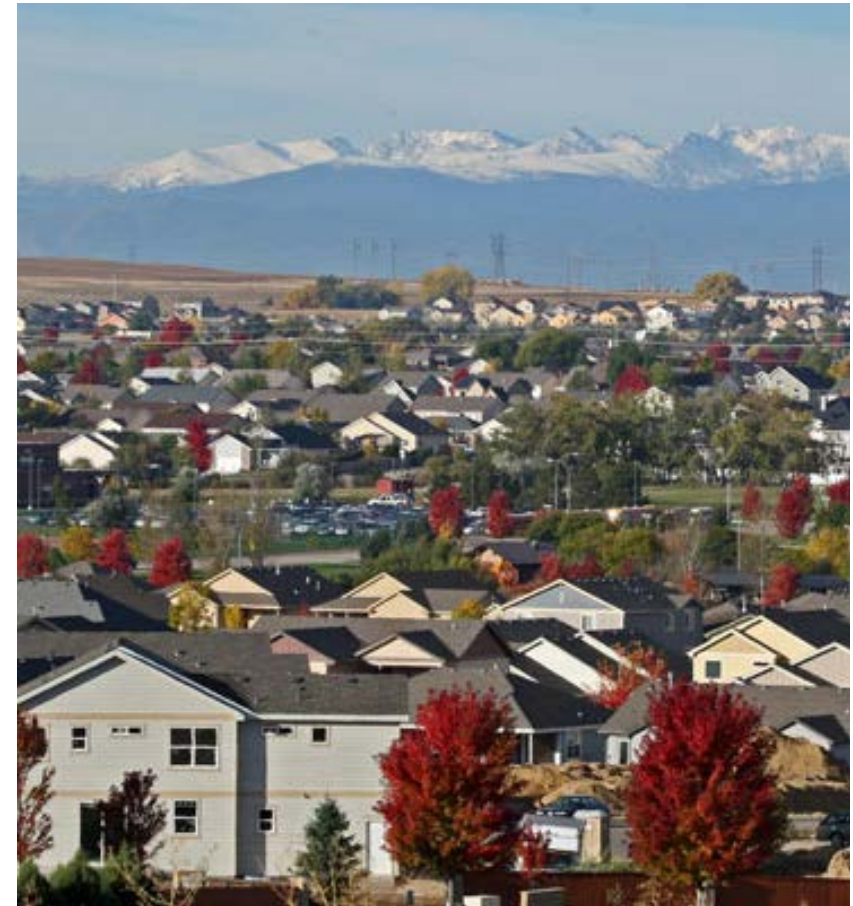
- ✓ Greeley is not abandoning any water rights
- ✓ May transfer junior conditional rights for Milton Seaman enlargement to alternative location



# Contract Status

# Unique Transaction

- ✓ Purchase with raw water “credits” rather than cash
  - ✓ Credits redeemable to meet Greeley’s water dedication requirements
    - ✓ Credit = 1 acre-foot of dedication
  - ✓ Greeley foregoes future water dedication (cash-in-lieu) revenue
- ✓ Shares financial risks with seller (Wingfoot)
  - ✓ Seller is making an investment in Greeley



# Transaction Overview

## Wingfoot Receives:

1. 12,121 Credits
2. Revenue sharing for water sold outside Greeley
3. Put Option to sell Credits back to Greeley

## Greeley Receives:

1. Decree
2. Access easement
3. State Land Board lease
4. Five existing wells
5. \$125M towards infrastructure
6. Call Option to buy-back Credits

# Restrictions

- ✓ Wingfoot's revenue depends on selling Credits
- ✓ City policies on raw water dedication greatly affect the Credit market
- ✓ Greeley defaults if it enacts policy changes that disadvantage credits
- ✓ Agreement does not prohibit additional acquisition of water



# Ownership and Control

- ✓ Ownership transferred through tenancy in common (10-years)
- ✓ Greeley will solely and perpetually control and operate
- ✓ Greeley will solely own after credits are issued or 10-years



# Purchase Timeline

Execute  
Master  
Agreement  
(Jun 2020)

Conduct  
Diligence  
(Jun-Jan)

Present  
Findings &  
Public  
Feedback  
(Q1 2021)

Close  
Purchase  
(Q1 2021)



# Diligence Update

# Diligence Plan

1. Environmental
2. Hydrogeology
3. Water Quality
4. Design & Cost Estimate
5. Title, Permitting, Legal, Etc.



# Environmental



- ✓ Inspections:
  - ✓ Endangered species
  - ✓ Wetlands & water
  - ✓ Hazardous materials
  - ✓ Cultural resources
- ✓ No significant issues found thus far

# Hydrogeology

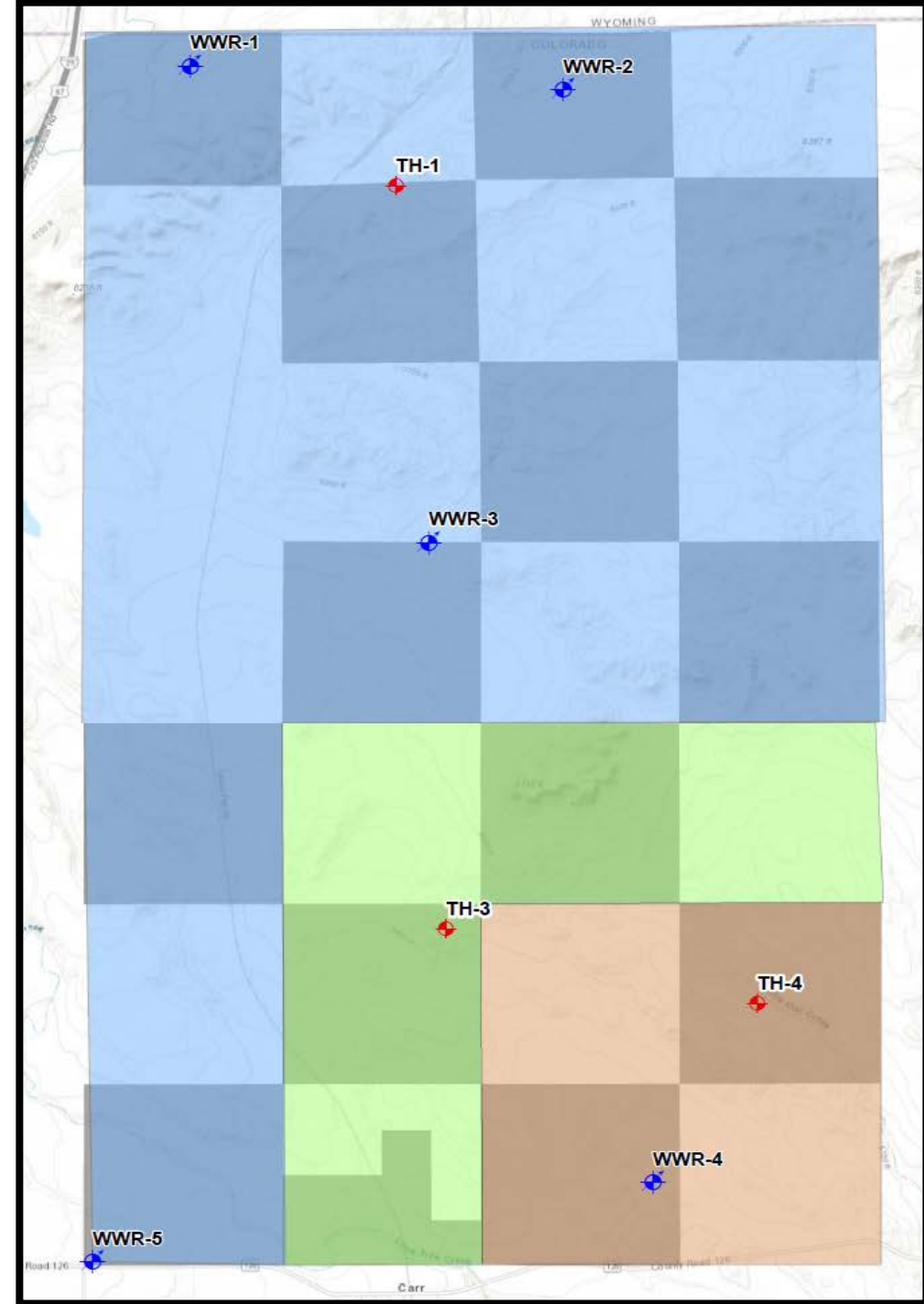
- ✓ Two exploratory wells drilled (in addition to 5 existing wells & 6 previous bores)
- ✓ Aquifer can be used for ASR
- ✓ Aquifer has sufficient storage capacity
- ✓ Well yields range from 750 gpm/well in north to 200 gpm/well in south



# Hydrogeology

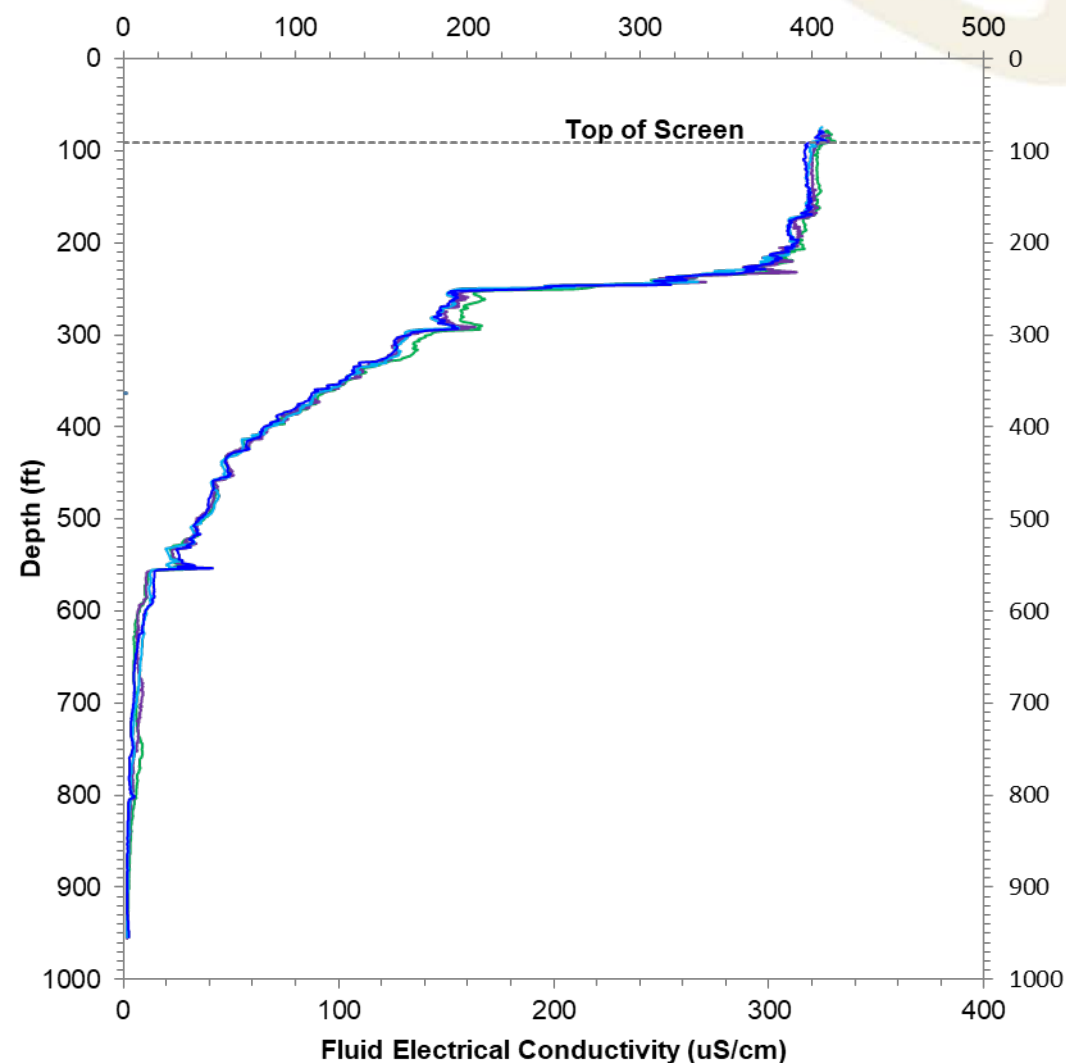
- **Blue** – suitable
- **Green** – marginal
- **Orange** –unsuitable

Modeling suggests Greeley may be able to recharge up to 14,500 AF/yr for 5 years or more in the northern area while limiting groundwater mounding to acceptable levels in the south.



# Hydrogeology

- ✓ Aquifer has 2 to 3 unique producing zones
- ✓ Majority of production comes from the shallow aquifer zone(s)
- ✓ Wells can be shallower than originally anticipated



# Water Quality

- ✓ Groundwater quality data have been collected from:
  - ✓ 5 existing wells, sampled in 2019 and resampled in 2020
  - ✓ Two exploratory wells
  - ✓ Composite and depth-specific samples



# Water Quality

- ✓ Over 5,000 WQ data points collected with more to come
- ✓ Over 575 parameters
- ✓ There will be no “what about”s
- ✓ 2020 data align with 2019  
Wingfoot data
- ✓ No surprises



# Treatment

- ✓ Uranium removal requires treatment
- ✓ Uranium present in high-producing zones
- ✓ Cannot be grouted out
- ✓ Uranium can be treated to non-detect (0.2 ug/L)



# Diligence Findings – Water Quality



## ✓ Uranium

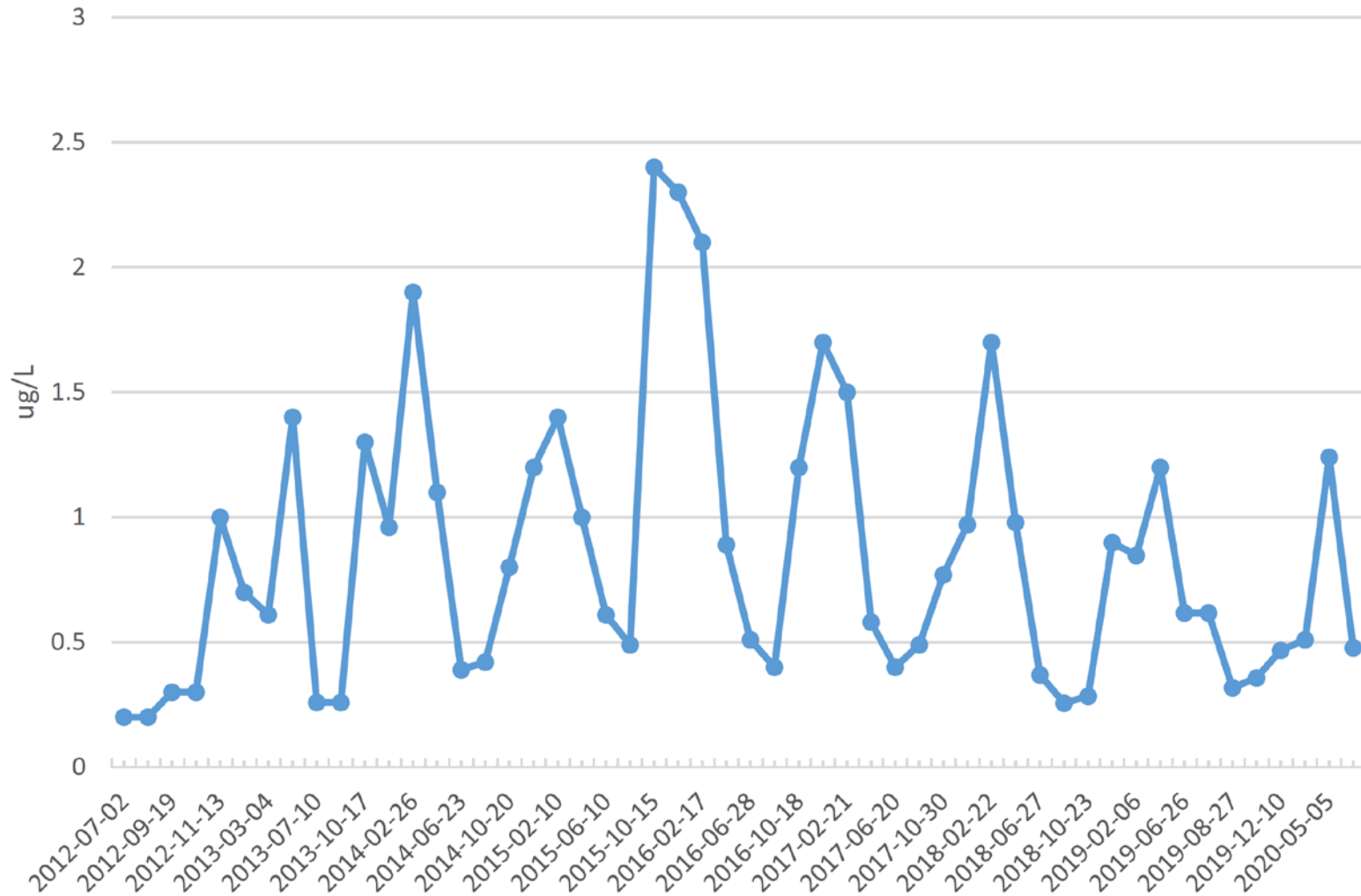
- ✓ MCL is 30 ug/L
- ✓ One test in 2019 was 43 ug/L (WWR-1)
- ✓ 2020 samples from WWR-1 at lab

## ✓ Manganese

- ✓ SMCL – 50 ug/L (can color water and cause taste concerns)
- ✓ Greeley limits to 20 ug/L
- ✓ 2020 data: 6-44 ug/L; flow weighted: 17 ug/L

# Poudre River Uranium

Cache la Poudre River Above Fort Collins-Uranium Values (2012-2020)



# Diligence Findings – Water Quality

## ✓ Gross Alpha

- ✓ MCL is 15 pCi/L
- ✓ 2020 data: 17 - 35 pCi/L
- ✓ Decay product of uranium; removed with uranium treatment

## ✓ Radon

- ✓ No MCL (inhalation risk)
- ✓ Removed via aeration

## ✓ Manganese

- ✓ SMCL – 50 ug/L (can color water and cause taste concerns). Greeley limits to 20 ug/L
- ✓ 2020 data: 6-44 ug/L; flow weighted: 17 ug/L

## ✓ Arsenic

- ✓ MCL – 10 ug/L (common in groundwater)
- ✓ 2020 data: 1.4 – 3.8 ug/L

## ✓ Iron

- ✓ SMCL – 300 ug/L (common in groundwater and can impact ion exchange)
- ✓ 2020 data: 8 -123 ug/L

# Water Quality

## ✓ Outstanding issues:

- ✓ Water quality changes from storing Bellvue water in the aquifer
- ✓ Water quality changes from mixing treated groundwater with Bellvue water
- ✓ Additional lab results, especially from WWR-1



# Water Quality

- ✓ Additional testing (Geochemistry)
  - ✓ Geochemical modeling
  - ✓ Bench-scale testing (mix Bellvue water with groundwater and with aquifer material)
  - ✓ **Pilot injection test**  
(inject/store/recover Bellvue water)



# Water Quality



- ✓ Additional testing (Water Quality & Treatment)
  - ✓ Additional water quality testing
  - ✓ Mixing studies of Terry Ranch water and Bellvue water
  - ✓ Distribution system water quality modeling
  - ✓ **Pilot treatment plant**

# Comparable Treatment

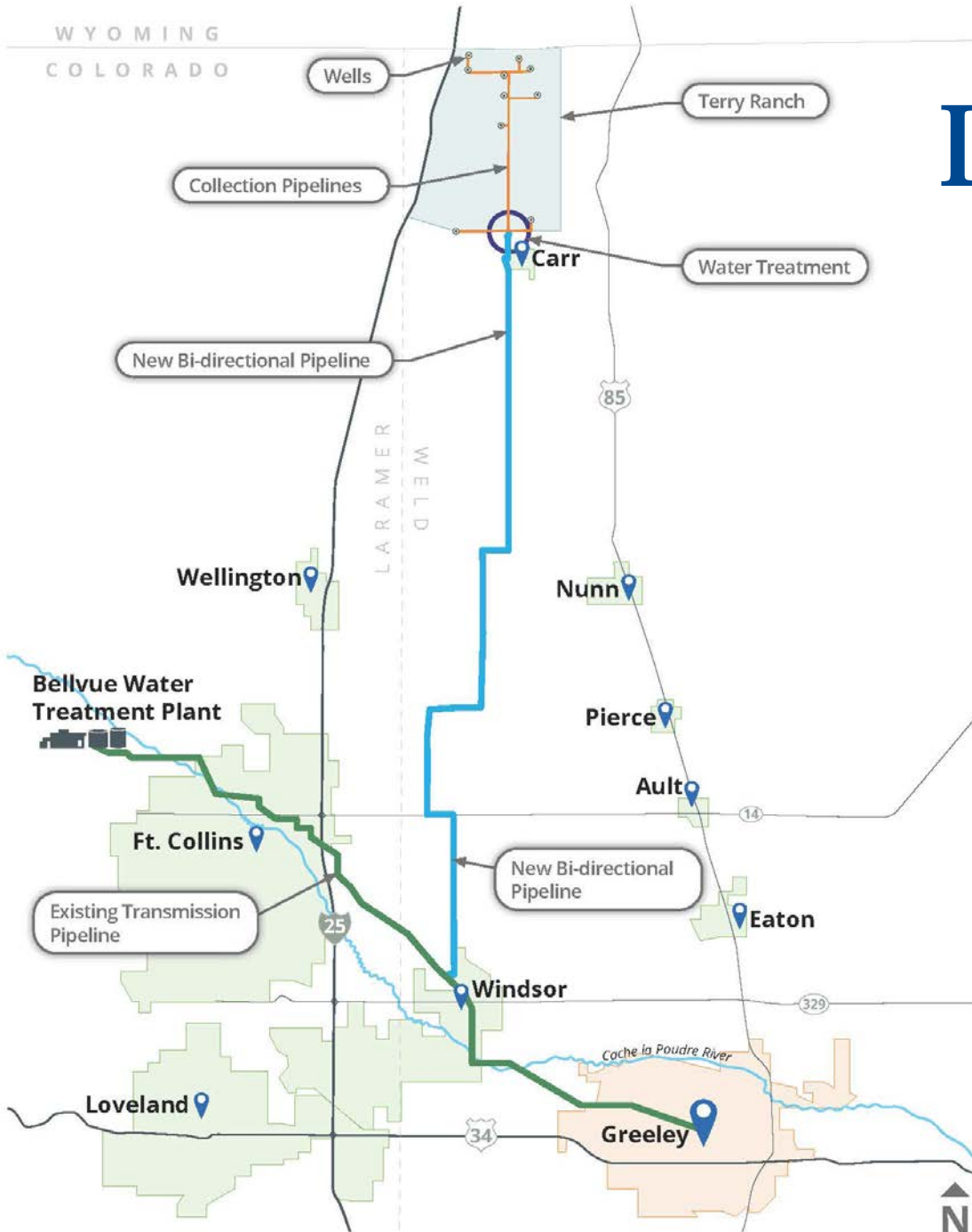
Case Study Location	State	Design Flow	Influent U (ug/L)	Treated U (ug/L)
McCook	NE	6.8 MGD	15.1 - 54.3	<25
Grand Island	NE	3500 GPM	35	<5
Bridgeport	NE	1500 GPM	78	<25
Hillview Water Company	CA	1000 GPM	Not Available	Not Available
Mission Springs Water District	CA	900 GPM	Not Available	Not Available
Golden State Water Company, Morongo Valley	CA	600 GPM	25 - 35	<5
Bass Lake Water Company	CA	125 GPM	25 - 300	<20
Gresham	WI	100 GPM	Not Available	Not Available
Dinwiddie County	VA	80 GPM	80 - 90	<5
Chesdin Manor, Aqua America	VA	80 GPM	Not Available	Not Available

\*Treated Uranium levels listed as below community target level

# Peer Reviews

- ✓ Peer reviews of LRE and Brown & Caldwell's work
- ✓ Will review methodology and results, but also make independent determinations
- ✓ Geochemistry
  - ✓ Chris Wolf, Daniel B. Stephens & Associates
- ✓ Water Quality & Treatment
  - ✓ Carollo Engineers
  - ✓ Long history with Greeley WTPs





# Design & Cost Estimate

- ✓ Preliminary pipeline layout
- ✓ Hydraulics and instrumentation
- ✓ Power
- ✓ Treatment design
- ✓ Revised cost estimate



# Communication

# Community Outreach



- ✓ Website launch:  
[greeleygov.com/terryranch](http://greeleygov.com/terryranch)
- ✓ W&S Board editorial
- ✓ Oct. 13 City Council Work Session
- ✓ Social media responses
- ✓ Outreach to op-ed authors

# Public Engagement

- ✓ Present diligence findings as available to W&S Board and City Council
- ✓ Virtual open houses
- ✓ Greeley Tribune
- ✓ Continued social media engagement
- ✓ Online videos
- ✓ Ongoing updates to website FAQs



# Next Steps



- Diligence and inspection
- Present diligence findings & collect public input
- W&S Board consideration of closing and recommendation to Council
- Council consideration of closing

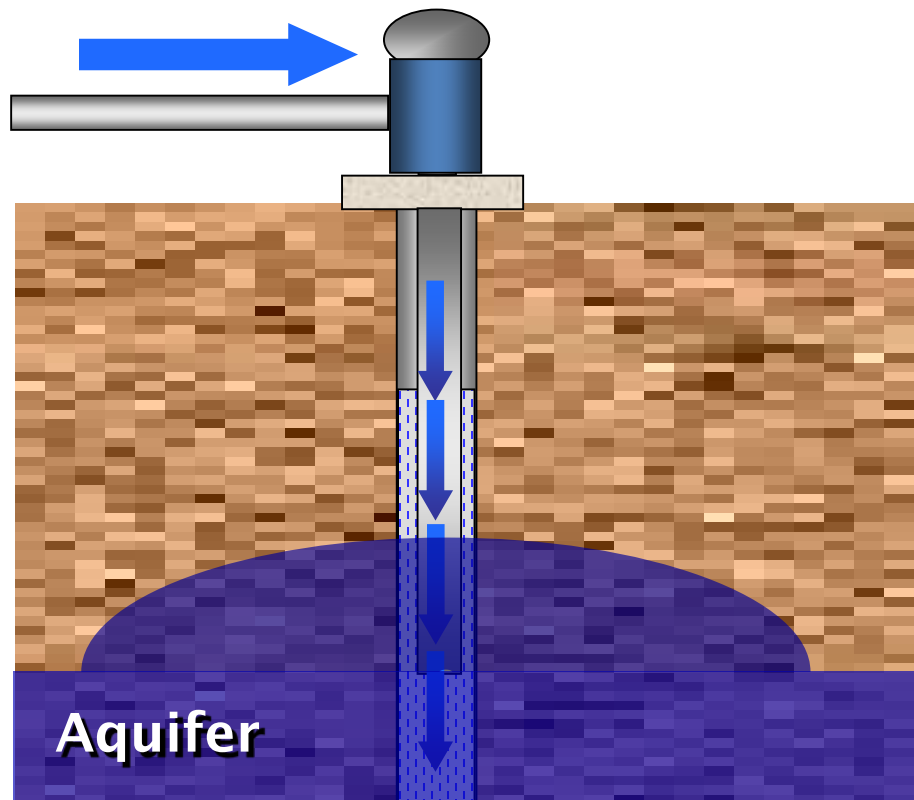


Thank you.

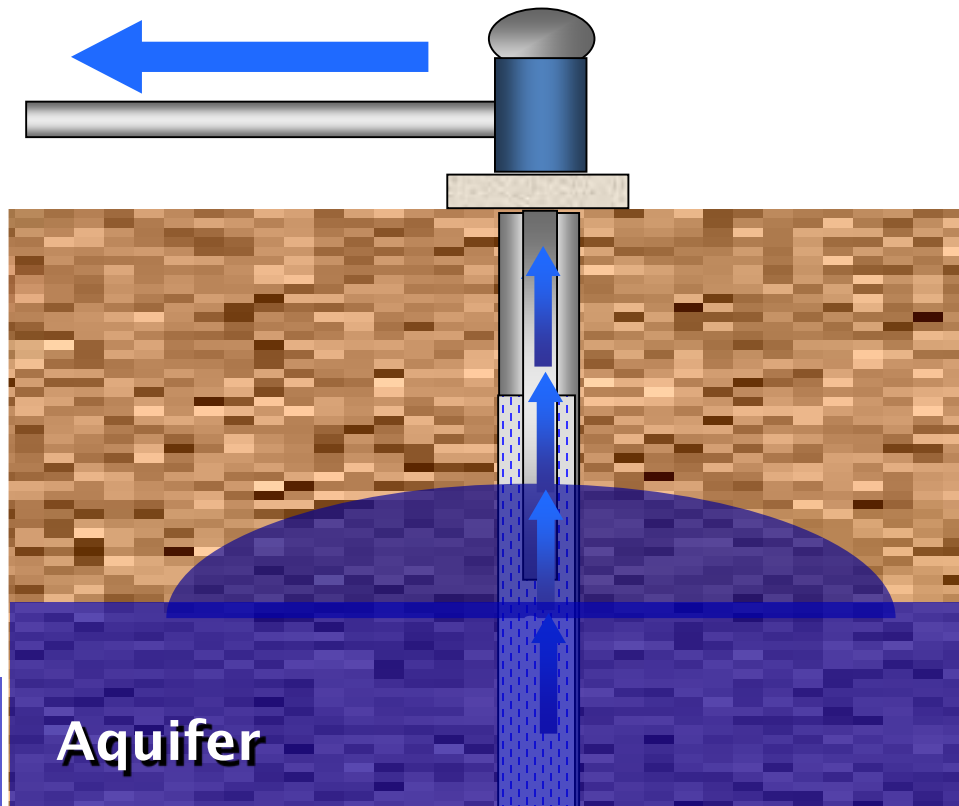


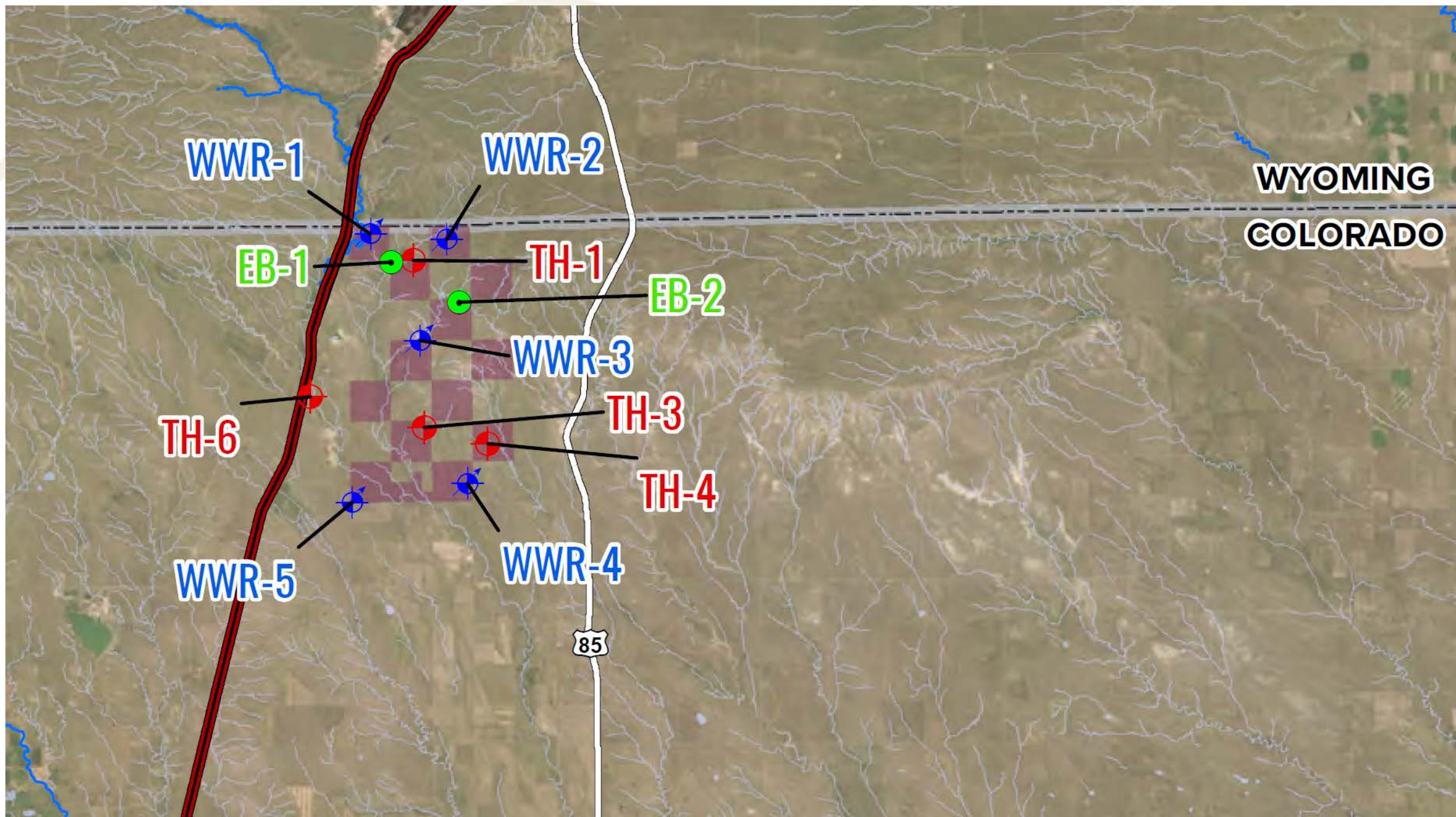
# Aquifer Storage & Recovery

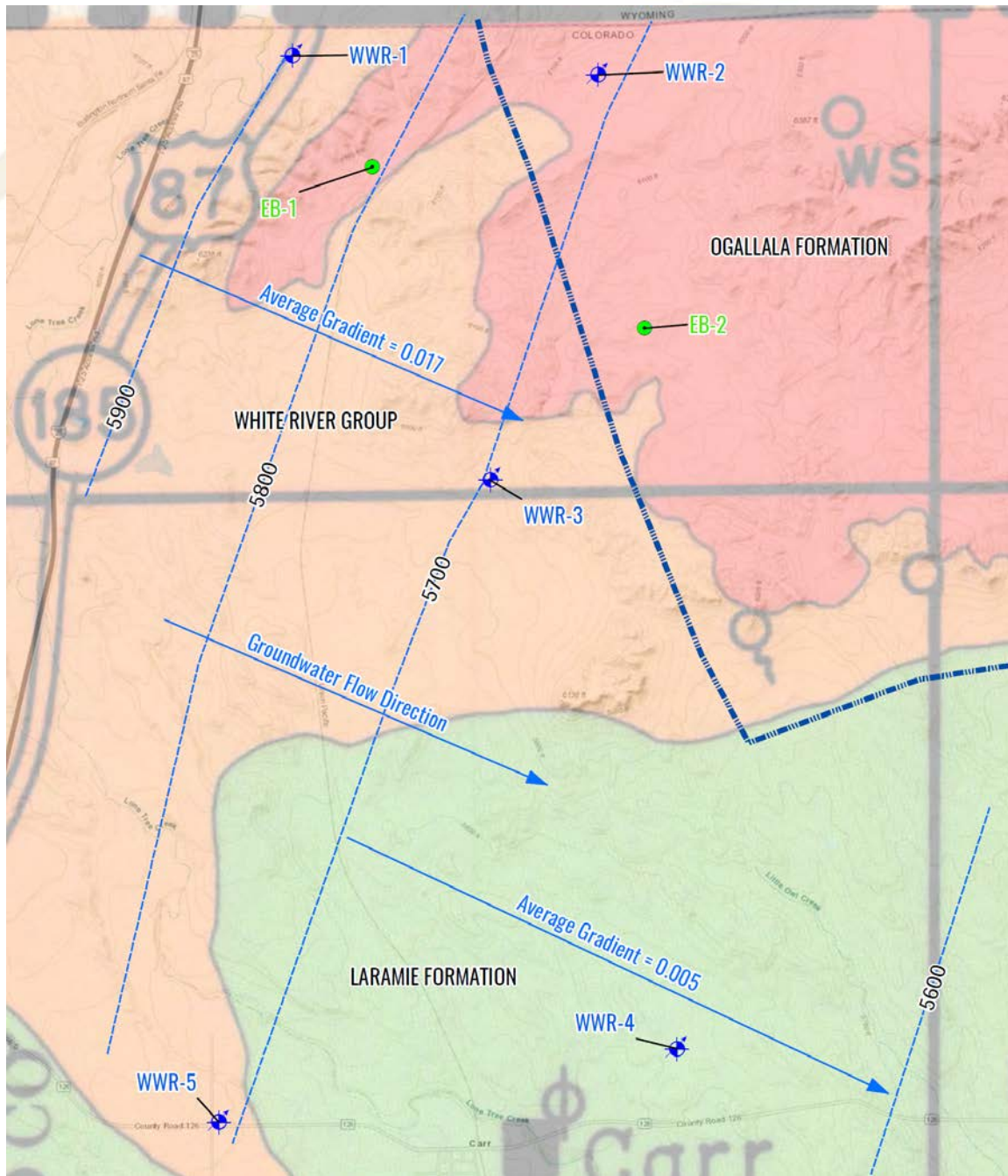
**Inject/Store Treated  
Water When Surplus is  
Available**



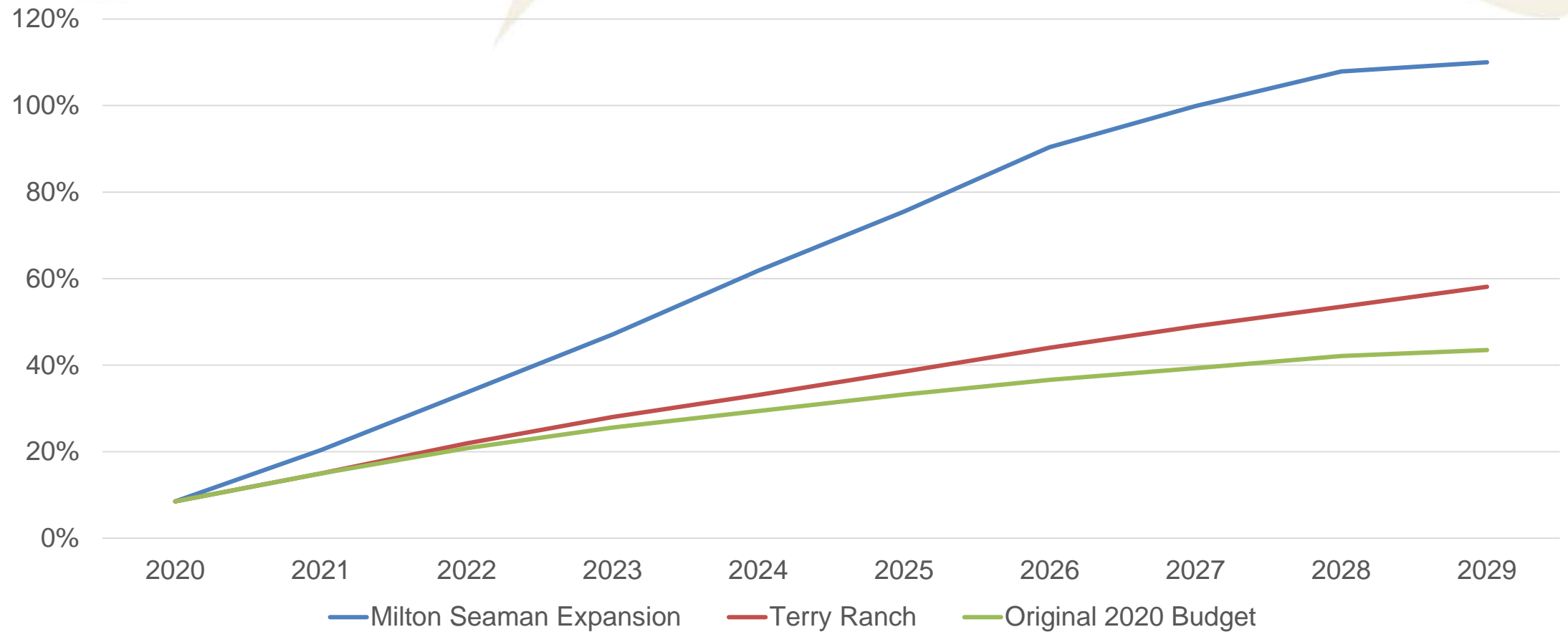
**Withdraw/Recover  
Stored Water When  
Needed**

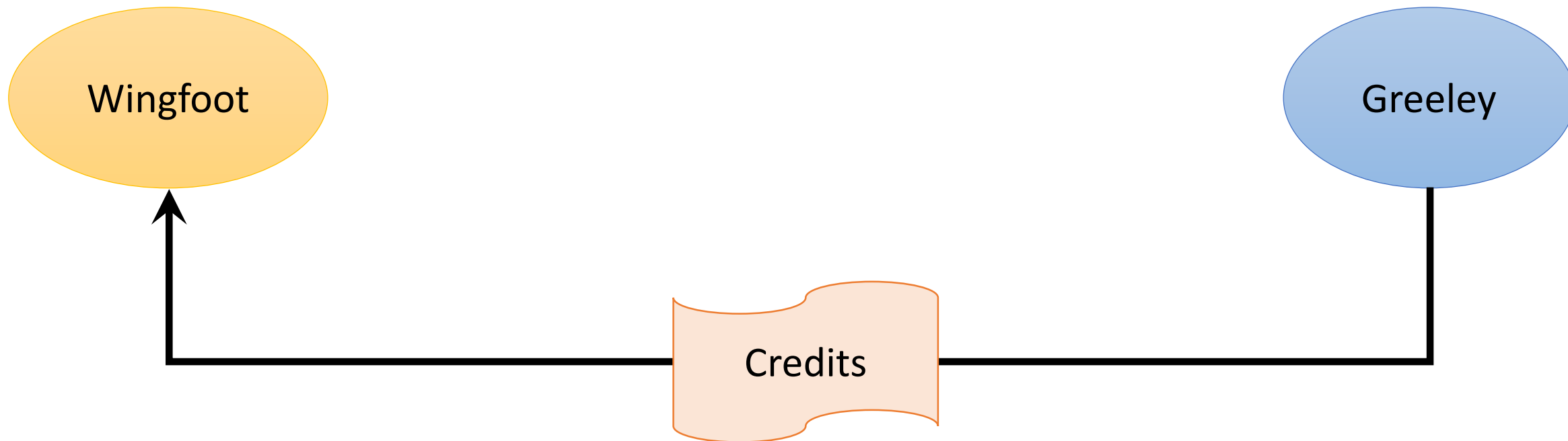




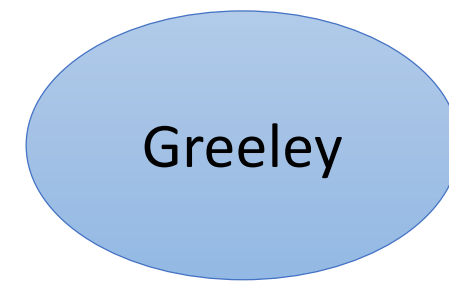
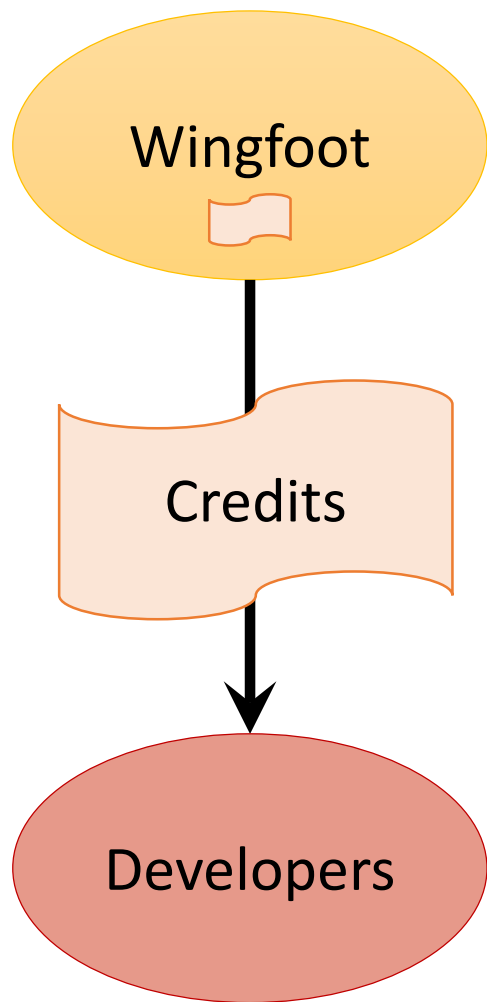


# Cumulative Rate Impacts

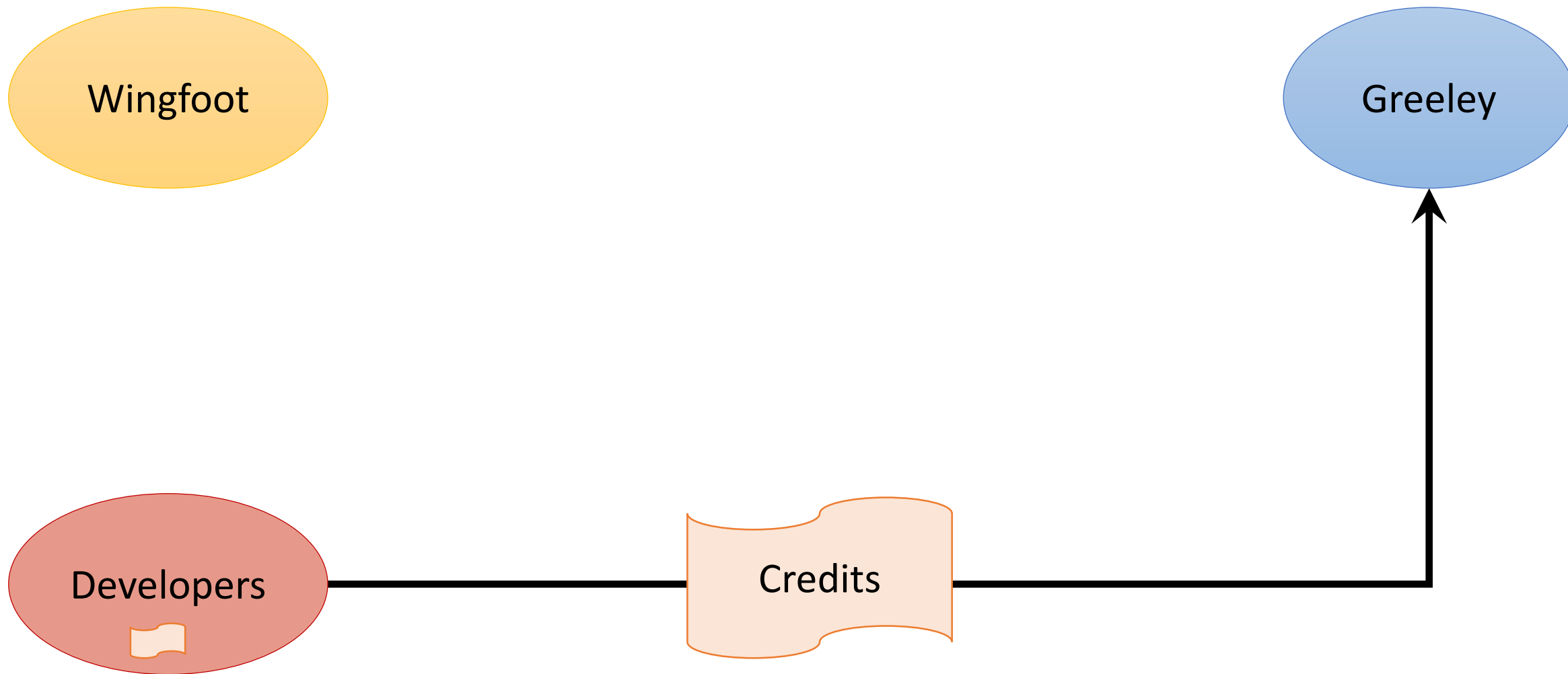




**Credit Issuance**

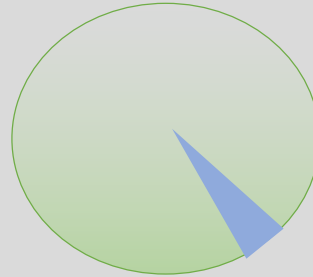


# Credit Redemption



# Credit Redemption

## Tenancy In Common Agreement

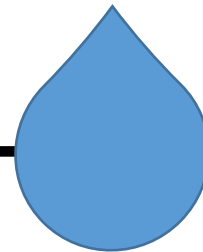


Wingfoot

Greeley



Developers



# Credit Redemption

**WATER & SEWER BOARD AGENDA** OCTOBER 21, 2020

ENCLOSURE \_\_\_\_\_

NO ENCLOSURE   X  

ITEM NUMBER:           11

TITLE:                   EXECUTIVE SESSION

RECOMMENDATION:    INFORMATION ONLY

ADDITIONAL INFORMATION:

**WATER & SEWER BOARD AGENDA**   OCTOBER 21, 2020

ENCLOSURE   X        NO ENCLOSURE       

ITEM NUMBER:            12

TITLE:                    LEGAL REPORT

RECOMMENDATION:

ADDITIONAL INFORMATION:

- I. Statements of Opposition:** Based on review of the August, 2020 Water Court Resume, staff and water counsel recommend that the Board file statements of opposition in the following cases:
- a. Case Number: **20CW3117:** Application of East Cherry Creek Water and Sanitation District (ECCV), and Arapahoe County Water & Wastewater Authority (ACWWA), for a change of water rights, conditional appropriation of return flows, and a plan for augmentation. This case involves a change of water rights for 196.5 shares in the Ft. Morgan Canal and is interrelated with several other water court cases involving these applicants in which Greeley is a party. We recommend that Greeley file a statement of opposition ensure that appropriate terms and conditions are included in the water court decree and that Greeley's water rights are not adversely affected.
  - b. Case Number: **20CW3123:** Application of Well Augmentation Subdistrict of the Central Colorado Water Conservancy District (WAS) to add wells to an existing plan for augmentation. WAS wants to add industrial wells that can divert up to 500 a.f./year to its 03CW99 plan. The wells being added are associated with the Hunt Water LLC applications to which Greeley recently filed a statement of oppositions and the PVIC Pipeline, to which Greeley also filed a statement of opposition. We recommend that Greeley file a statement of opposition ensure that appropriate terms and conditions are included in the water court decree and that Greeley's water rights are not adversely affected.
- II. Proposed Motion Language:** "I move that the Board authorize the filing of statements of opposition in Case Nos. 20CW3117 and 20CW3123, and for staff and legal counsel to seek resolution of issues raised by these cases consistent with Water and Sewer Board Resolution No. 3-15."

**WATER & SEWER BOARD AGENDA** OCTOBER 21, 2020

ENCLOSURE \_\_\_\_\_

NO ENCLOSURE   X  

ITEM NUMBER:           13

TITLE:                   DIRECTOR'S REPORT

RECOMMENDATION:    INFORMATION ONLY

ADDITIONAL INFORMATION:

- Organizational Debt Update



# Water & Sewer Department

## MEMORANDUM

TO: Water and Sewer Board

THROUGH: Sean Chambers, Director of Water and Sewer

FROM: Kalen Myers, Rates and Budget Analyst

DATE: October 16, 2020

RE: Existing and Planned Water and Sewer Debt

Debt issuance is a critical component of the department's financial planning strategy, providing the up-front investments necessary to continuously fund the replacement and expansion of Greeley's water and sewer systems. The following tables summarize existing and future bond issuances in the water and sewer funds, detailing remaining principal and associated debt service costs. Note, future bond issuances are subject to change as capital planning evolves.

Water Fund - Existing	Principal Remaining	Years Remaining	Annual Debt Service
2012 Revenue	\$ 18,340,000	11	\$ 1,973,000
2014 Revenue	\$ 4,080,000	4	\$ 1,119,000
2016 Revenue	\$ 24,915,000	8	\$ 4,181,000
2018 Revenue	\$ 37,820,000	18	\$ 3,582,000
<b>Total Existing Water</b>	<b>\$ 85,155,000</b>		<b>\$ 10,855,000</b>

Sewer Fund - Existing	Principal Remaining	Years Remaining	Annual Debt Service
2015 Revenue	\$ 4,065,000	8	\$ 529,000
2018 Revenue	\$ 10,260,000	17	\$ 837,000
<b>Total Existing Sewer</b>	<b>\$ 14,325,000</b>		<b>\$ 1,366,000</b>

Water Fund – Future	Proposed Issuance	Payment Period	Estimated Debt Service
2021 Revenue	\$ 36,500,000	20	\$ 2,341,370
2022 Windy Gap	\$ 56,000,000	30	\$ 2,857,079
2023 Revenue	\$ 33,000,000	20	\$ 2,321,916
2025 Revenue	\$ 53,500,000	20	\$ 3,936,624
2027 Revenue	\$ 37,000,000	20	\$ 2,722,525
2029 Revenue	\$ 54,500,000	20	\$ 4,010,205
<b>Total Future Water</b>	<b>\$270,500,000</b>		<b>\$18,189,719</b>

<b>Sewer Fund – Future</b>	<b>Proposed Issuance</b>	<b>Payment Period</b>	<b>Estimated Debt Service</b>
2021 Revenue	\$ 29,000,000	20	\$ 1,860,267
2023 Revenue	\$ 21,000,000	20	\$ 1,477,583
2029 Revenue	\$ 49,000,000	20	\$ 3,605,506
<b>Total Future Sewer</b>	<b>\$ 99,000,000</b>		<b>\$ 6,943,356</b>

Some key capital projects driving future bond issuances include:

<b>Water Fund</b>	<b>Sewer Fund</b>
Windy Gap	WTRF Nitrification Project
Terry Ranch Water Development	WTRF Treatment Phase II
Non-Potable Expansion	WTRF Centrate Upgrades
Advanced Metering Infrastructure	WTRF Treatment Phase III
Bellvue/Boyd Treatment Plant Improvements	North Greeley Sewer Phase IIA
Future Water Acquisitions	

**WATER & SEWER BOARD AGENDA**    OCTOBER 21, 2020

ENCLOSURE \_\_\_\_\_

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

ITEM NUMBER:                    14

TITLE:                                SUCH OTHER BUSINESS

RECOMMENDATION:

ADDITIONAL INFORMATION: