



**LOVELAND UTILITIES COMMISSION  
REGULAR MEETING  
January 20, 2016 - 4:00 p.m.  
Service Center Board Room  
200 North Wilson Avenue  
AGENDA**



- 4:00 pm - **CALL TO ORDER**  
4:05 pm - **APPROVAL OF MINUTES - 11/18/2015**  
**NEW EMPLOYEE INTRODUCTION – Chad Riess**  
**CITIZENS REPORTS**

*Anyone in the audience may address the LUC on any topic relevant to the commission. If the topic is an item on the Consent Agenda, please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. Members of the public will be given an opportunity to speak to any item on the Regular Agenda during the Regular Agenda portion of the meeting before the LUC acts upon it. If the topic is an item on the Staff Report, members of the public should address the Commission during this portion of the meeting as no public comment is accepted during the Staff Report portion of the meeting.*

*Anyone making comment during any portion of tonight's meeting should identify himself or herself and be recognized by the LUC chairman. Please do not interrupt other speakers. Side conversations should be moved outside the Service Center Board Room. Please limit comments to no more than three minutes.*

- 4:10 pm - **CONSENT AGENDA**
1. 2015 4th Quarter Goal Updates – Steve Adams
  2. Approval of WWTP Biosolids Contract with Veris LLC – Michael McCrary
  3. Conversion of 50 C-BT Units from a Temporary Use Permit to a Permanent Section 131 Contract – Kim Frick
  4. Fifth Interim Agreement between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Firing Project Water Activity Enterprise, and the City of Loveland – Larry Howard
- 4:20 pm - **REGULAR AGENDA**
5. LUC 2015 Accomplishments and 2016 Goals – Steve Adams
  6. Opportunities for Revenue Through Long Term Water Right Leasing – Chris Matkins
  7. Acceptance of 9.75 shares of Buckingham Irrigation Company and 7.5 shares of South Side Ditch shares – Kim Frick
- 5:30 pm - 8. **COMMISSION / COUNCIL REPORTS**  
5:45 pm - 9. **DIRECTOR'S REPORT** – Steve Adams  
5:55 pm - **INFORMATION ITEMS**  
10. Water Supply Update – Larry Howard  
6:00 pm - **ADJOURN**

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The password to the public access wireless network (colguest) is accesswifi.



**Commission Members Present:** Anita Marchant, Dan Herlihey, Dave Kavanagh, David Schneider (Vice Chair), Gary Hausman, Gene Packer (Chairman), Larry Roos, John Rust Jr.

**Commission Members Absent:** Jennifer Gramling, Randy Williams (excused)

**City Staff Members:** Alicia Calderón, Allison Bohling, Bob Miller, Chris Matkins, Garth Silvernale, Gretchen Stanford, Greg Dewey, Jim Lees, Kim Frick, Larry Howard, Mark Warner, Steve Adams, Steve Johnson

**CALL TO ORDER:** Gene Packer called the meeting to order at 4:05 pm.

**APPROVAL OF MINUTES:** Gene asked for a motion to approve the minutes of the October 21, 2015 meeting.

**Motion:** Dan Herlihey made the motion to approve the minutes of the October 21, 2015 meeting.

**Second:** Anita Marchant seconded the motion. The minutes were approved unanimously.

**Comments:** John Rust abstained from the vote because he was not present at the October 21, 2015 Loveland Utilities Commission (LUC) meeting.

Gene Packer presented Anita Marchant with a plaque of appreciation for her hard work and dedication to the City of Loveland Water and Power and the Loveland LUC. Anita Marchant thanked staff and board.

### **CONSENT AGENDA**

**Item 1: 2016 Annual Sub-Structure Contract Renewal – Mark Warner** The Department of Water & Power prepared an agenda item that reviewed the annual substructure contract. The substructure contract allows contractor augmentation of City crew efforts to install underground conduit systems, streetlight wires, streetlights and vaults. After consideration of the excellent work being done by our current contractor during 2015 and in prior years, the decision was made to recommend renewing this contract for a second term for calendar year 2016, which is allowed in the contract documents. The work was bid, and the original contract term began January 1, 2015 and will end December 31, 2015. This is the first renewal of the contract.

**Recommendation:** Adopt a motion to renew the 2015 Annual Substructure Contract to G.E. Construction for 2016 in an amount not to exceed \$1,000,000 and authorizing the City Manager to sign the contract on behalf of the City.

**Item 2: 2016 Annual Directional Bore Contract Renewal – Mark Warner** The Department of Water & Power prepared an agenda item that reviewed the Annual Power Directional Bore Contract. We use a Directional Bore Contractor to bore underneath canals, railroad tracks, and streets that cannot be open cut and in other inaccessible areas where we are extending underground electrical power lines. After consideration of the excellent work being done by our current contractor during 2015, the decision was made to recommend renewing this contract for calendar year 2016, which is allowed in the contract documents. The work was bid, and the original contract term began January 1, 2015 and will end December 31, 2015. This is the first renewal of this contract.

**Recommendation:** Adopt a motion to renew the 2015 Annual Directional Bore Contract to Colorado Boring, Inc. for 2016 in an amount not to exceed \$1,000,000 and authorizing the City Manager to sign the contract on behalf of the City.

**Motion:** Gary Hausman made the motion to accept the consent agenda items as written.

**Second:** John Rust Jr. seconded the motion. The motion was approved unanimously.

## REGULAR AGENDA

**Item 3: Overhead / Padmount Transformer Bid 2015 – 54 – Steve Johnson** Award of a one year contract to Western United / ERMCO for Overhead / Padmount Transformer Bid. Through the Municipal Code, City Council has previously authorized LUC the option of approving contracts exceeding \$500,000. This authorization reduces the number of items that go to Council for consideration and increases the City's efficiency. Under these circumstances, the City Manager then signs the construction contract after LUC approval. This contract approval is being brought forward for LUC action.

**Recommendation:** Award the contract for Overhead / Padmount Transformer Bid 2015 to Western United / ERMCO in an amount not to exceed \$960,707.00 and authorize the City Manager to execute the contract on behalf of the City.

**Motion:** Dan Herlihey made the motion.

**Second:** Gary Hausman seconded the motion. The motion was approved unanimously.

**Comments:** Steve Johnson made a presentation to the LUC regarding the selection and evaluation process along with some safety considerations. Gene Packer asked if Loveland's transformers are oil filled. Steve Johnson stated that indeed they are oil filled. Larry Roos asked for clarification on the bid tabulation, and asked why the companies have two names on the documentation. Johnson stated that they are representing the manufacturing company and the brand. Johnson addressed the size of transformers in Loveland Water and Power's (LWP) system, as well as price and efficiency of transformers.

Roos asked if LWP has had an incident in which the crew's safety was jeopardized. Steve Adams and Bob Miller discussed an incident that happened in the '90s in which there was an arc flash and the lineman was injured and then hospitalized. Garth Silvernale and Miller informed the board of the increases in safety measures that have been made since that time and about the safety gear that is worn out in the field. Roos asked if the transformer will indeed have a life expectancy of 40 years. Johnson stated that the transfer has an anticipated 40 year life expectancy. Jim Lees asked how long the contract is for. Johnson stated that it is a one-year contract with the option to roll three more years, for a potential for four. LWP can re-bid after one-year if they so choose. Board and staff discussed the costs reflected on the bid tabulation.

## COMMISSION/COUNCIL REPORTS

### Item 4: Commission/Council Reports

- Activity board members attended since last meeting – October 21, 2015
  - Loveland Water and Power (LWP) and Platte River Power Authority (PRPA) Facility Tour – October 26, 2015
  - 2016 South Platte Forum – October 28-29, 2015
  - Northern Water- Fall User's Meeting November 10, 2015

**Anita Marchant:** Mentioned that she really enjoyed the facility tour.

**Dan Herlihey:** Highlighted that the facility tour was very well done and how much he enjoyed it. He also discussed his previous tours at the Rawhide Power Plant.

**Dave Kavanagh:** no comments

**Dave Schneider:** Mentioned that he really enjoyed the facility tour and appreciated LWP's thoughtfulness for planning ahead and accommodating his needs. He added that the South Platte Forum this year had more information regarding technical topics and that he enjoyed the presentations given at the end of October 28, 2015. He discussed the other speakers at the event and other highlights, and favorite speaking

topics. He concluded that he received emails from the Brendle Group and mentioned his opinion about the event invitation, and he would like to attend the upcoming Net Zero Cities event.

**Gene Packer:** He stated that Anita Marchant will be missed, and he thanked her for her time on the board. He said that he also enjoyed the facility tour and seeing Rawhide Power plant getting cleaned. He mentioned that he recently went to a seminar about natural gas and enjoyed the presentation and learned how methane affects the environment and mentioned studies about the effort to improve our environment. Had also added that he had some very interesting discussions with presenters at the South Platte Forum.

**Gary Hausman:** no comments

**John Rust Jr:** Added that he is glad to be back after missing two meetings.

**Larry Roos:** Mentioned that he read an article about some utilities in Texas that produce a large amount of wind power and that the wind blows more during the night than in the day. Some of those utilities have started to offer residential electric service at zero cost from 9 pm – 7 am. He also mentioned that it was interesting when the Resource Planning group was here from Platte River Power Authority (PRPA) and expressed his opinion about the material presented. He thought it would have been nice to mention more facts and wishes we would add more renewables to our portfolio.

**Council Report:** On Councilor Troy Krenning's behalf, Steve Adams provided an update on City Council items related to the Water and Power Department which have been seen by the City Council during their normal meeting schedule since the last LUC meeting.

### ***Study Session – October 27, 2015***

1. **PRPA Clean Plant Update.** Steve Adams and Jackie Sargent updated city councilors on PRPA's near and long-term resource management plan. They also provided an update on the Clean Power Plan and its long-term implications. PRPA's Resource Plan identifies a range of options to meet future environmental and regulatory impacts including the EPA Clean Power Plan. The budgetary impact of complying with these programs over the next 20 years or so will require annual rate increases in the range of 0.7% to 3.0%

### ***Regular City Council meeting – November 3, 2015***

1. **Approved on Second Reading Rezoning for Solar Facility and Substation**  
**Currently zoned PUD to DR –Developing Resource.** The property is located between West 22<sup>nd</sup> Street and West 29<sup>th</sup> Street, just west of Mehaffey Park. The property is currently zoned Meadowbrook Ridge PUD and is designated for single family and townhome uses. The City's Power Division recently purchased the property and is requesting the rezoning to construct a new substation and solar facility. This project would replace the Idylwilde Hydroelectric Facility that was significantly damaged during the 2013 flood. On September 28, 2015, the Planning Commission recommended approval of the rezoning request by a vote of 5-3. On October 20, 2015, City Council unanimously approved this ordinance on first reading.
2. **Adopted Resolution #R-77-2015 authorizing extension of Wastewater Service outside of Loveland City limits.** This is an administrative action approving a wastewater main extension and service for the Laurelwood Planned Land Division which is a five (5) lot residential subdivision located outside of the city limits in the vicinity of North St. Louis Ave and Sablewood Drive. On October 21, 2015, the Loveland Utilities Commission unanimously recommended that City Council approve a Resolution to extend a sanitary sewer line and provide sanitary sewer service to the five lots in Laurelwood Planned Land Division which is situated in Larimer County.

## DIRECTOR'S REPORT

### Item 5: Director's Report – Steve Adams

**Comments:** Steve Adams mentioned to the board that unless there is anything that needs to be an action item in December, department staff propose canceling the December meeting. The board agreed that if there were no agenda items they would be in support for canceling the December 2-15 LC meeting. The LUC asked to be informed if the December board meeting is cancelled. There will be more information to come on this topic in the coming weeks.

Gretchen Stanford provided the board with the draft renderings of the substation and solar field. She provided an overview of the comments that were given at the first three HOA meetings. Staff and board discussed the details of these rendering and residential concerns. Staff and board discussed the advantages and disadvantages of different fencing options.

Adams mentioned that the HOA's asked to avoid having all first year vegetation, and to include a variety of different plants. Staff plans to accommodate this request. Staff and board discussed that the vegetation will match what is currently in Mehaffey Park. They continued to discuss the landscape, local wildlife that may be affected, project details, potential costs, incorporation of artwork and fencing options. Stanford provided the board with the upcoming timeline of the project and informed them there is a Special Review meeting on December 17, 2015 instead of December 3, 2015. Staff will continue to provide the board with more information as it becomes available. Roos asked if LWP has a preference on the renderings. Stanford mentioned that based on the costs, LWP would prefer the option with the berm, with more vegetation and the chain link fence. The board appreciated the dedicated efforts from staff. Adams stated that LWP is working with Open Lands to make sure the trail system connects to Mehaffey and will be visually appealing.

Adams provided a verbal update on the broadband effort. He added that he recently had a meeting with the City Managers and representatives from Estes Park and Longmont to discuss broadband. He gave an update on what those cities are doing and the process all the cities are going through to share information and be cooperative throughout this process. The next step for Loveland will be to form an internal City project team to begin to gather information and see what is best for the city. He discussed the potential for also forming a community Ad Hoc committee and asked for volunteers from the LUC to join. More information about this effort and committee will be brought forth to the LUC at a later date. The board and staff discussed potential project cost, education, different broadband models, outreach, communication and how neighboring cities have integrated broadband. Bob Miller provided the most recent update on the broadband effort from Longmont. The board and staff discussed Longmont's staff, providers, infrastructure, population, cost, customer base and service territory.

Kavanagh provided an update on Boulder's broadband efforts, as well as Estes Park's. Board and staff discussed what efforts are being made in these cities and plans for the future. Kavanagh passed around samples of fiber for the commission members to see. He discussed different fiber installation companies and the differences in fiber and fiber networks.

Adams highlighted the book that was given to board members Green is Good, by Brian Keane, in follow up from last month's meeting and discussion. He added that it is Loveland's year to host the 2016 Annual Tri-City meeting and that staff are working to plan the event. More information will be given to the board about the event when it is available. Adams stated that LUC's current alternate board member, Dave Kavanagh will be evaluated for selection of board member by City Council on December 1, 2015. The board discussed the advantages of having an alternate board member and previous alternate board members.

## INFORMATION ITEMS

**Item 6: Financial Report Update – Jim Lees** This item summarizes the monthly and year-to-date financials for October 2015. Description

Staff Report only. No action required.

**Comments:** Schneider asked about the information on page 29; he was wondering if the data represents uncompensated grants for FEMA project funds. Adams stated that for the FEMA project LWP has to pay the project costs up front and then will be reimbursed and this data reflects this procedure. Adams reviewed this process and how LWP is tracking funds to ensure reimbursement. Schneider added that this makes it difficult for staff and wondered if the legislators know that it works this way. Adams stated that there have been changes to this process; however, LWP will not be getting the benefits of this change for this particular project. Staff provided an overview and schedule of how funds will be received for this project.

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**ADJOURN** The meeting was adjourned at 5:50 pm. The next LUC meeting is tentatively scheduled for January 20, 2016 at 4:00 pm contingent on LWP's final decision.

Respectfully submitted,

Allison Bohling  
Recording Secretary  
Loveland Utilities Commission







**AGENDA ITEM:** 1  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Steve Adams, Director

*AB for SA*

**TITLE:** 2015 4th Quarter Goal Updates

**DESCRIPTION:**

This is a quarterly review of our progress on our 2015 utility goals.

**SUMMARY:**

Review 2015 utility goals and the 4th Quarter updates.

**RECOMMENDATION:**

Discuss the presented information and approve the 4th Quarter 2015 Goals and Quarterly Update Report.

**REVIEWED BY DIRECTOR:**

*AB for SA*

**ATTACHMENTS:**

- Attachment A: 2015 4th Quarter Goals Update



# Attachment A

2015 Goals & Quarterly Updates		Comp Plan #	Est. Completion	Actual Completion
1	<b>Complete a Water and Wastewater cost-of-service rate study</b>		March, 2016	
<b>Q4 Update:</b> The 2016 Water & Power Schedule of Rates, Charges and Fees, which includes the rates developed from the rate study, were approved unanimously by City Council at their October 20, 2015 meeting. Staff has continued to work with Hawksley Consulting on alternative rate structures for Hidden Valley Estates, and if any changes to the current rate structure are proposed, that will occur during the first quarter of 2016. Staff is also working with Hawksley on finishing up the rate study report.				
2	<b>Support priority-based budgeting (PBB) next steps</b>		On-going	
<b>Q4 Update:</b> No new update. A new Budget Manager still has not been hired.				
3	<b>Evaluate and recommend Wastewater Treatment Plant (WWTP) improvements to accommodate nutrient changes and future growth</b>		2017	
<b>Q4 Update:</b> Carollo Engineers has completed the Basis of Design Report and Site Application for the nutrient removal project and submitted to the State for review. The primary components of the project have now been identified, final design will be begin in February of 2016, and construction is expected to begin in Early 2017. For the Digester Improvements, Brown and Caldwell has completed the conceptual layout of the new digester tank and control building and is progressing with the Basis of Design Report. Final Design will begin in March of 2016, and construction is expected to begin in late 2016 or early 2017. An exciting development for this project is that our Purchasing and Legal Departments have approved using the alternative delivery method known as Construction Manager at Risk (CMAR) instead of the traditional design-bid-build approach. This will be the first time that our department has used this method of project delivery. In a nutshell, the process will include requesting a statement of qualifications from contractors, interviewing the top 3 firms, and selecting one firm based on qualifications (not price) to construct both projects. The selected firm will be required to provide "open book" accounting of every aspect of the work including; subcontractor bids, equipment and material bids, labor rates/hours, mark-ups, etc. Also, the percent profit and percent mark-up will be negotiated and agreed to during the final selection process. Since we are in the early stages of design, the selected contractor will attend design workshops to provide value engineering ideas and constructability reviews, and they will prepare accurate cost estimates throughout the design process giving us a chance to adjust the design to match the funds available. This approach provides best value, and removes the potential for sticker shock on bid day. At this point, we have publicly advertised the Request for Qualifications, and plan to complete the contractor selection process in February.				
4	<b>Develop a Marketing and Communications Plan</b>		On-going	
<b>Q4 Update:</b> There has been no progress from the City's Public Information Office (PIO) to implement a city wide communications plan, therefore, Water and Power is still in a holding pattern to create our own.				
5	<b>Support City Council's direction on a broadband fiber network</b>		2017	
<b>Q4 Update:</b> Loveland citizens approved ballot item 2C by 82% on November 3, 2015. The passage of this ballot item exempts the City of Loveland from the restrictions imposed through Senate Bill 152 and allows the City to further explore options for increased and improved broadband for the community. The City's broadband team has been working internally on next steps for the broadband initiative and will be discussing these with City Council at the February 9, 2016 Study Session meeting.				
6	<b>Implement an LED streetlight policy</b>	11C1.1 - Power 11C.3.1 - Power	On-going	
<b>Q4 Update:</b> Staff has been monitoring the lighting output from the installation sites to compare with our lighting standard. Staff has also been collecting feedback from operations staff on the installation of the various LED lights to determine approved manufacturers. Grounding resistance testing is also underway and the results are being analyzed to determine installation practices.				

	2015 Goals & Quarterly Updates	Comp Plan #	Est. Completion	Actual Completion
7	Complete FEMA Alternate Project submittal and begin work on the Boedecker substation and solar project	Power 11C.3.2	On-going	
	<b>Q4 Update:</b> The site was approved for rezoning by City Council on October 20, 2015. Staff has had multiple meetings with the adjacent Homeowner's Associations (Hunters Run, Quail Run, Meadowbrook Ridge) to finalize landscaping, screening and fencing options for the site. The neighborhoods voted on their preferred option for the substation and the solar facility, these were included in the Special Review meeting that was held on December 17, 2015. FEMA has granted approval of the scope change on November 24, 2015. City Council approved the notice to award the solar contractor bid to Namaste on December 1, 2015.			
8	Support the Planning Department's Comprehensive planning efforts in the following areas:	11B.3.2 - Water 11C.3.2 - Power 11D.3.2 - Wastewater		
	a) Master Plan for Development of Highway 287 in Loveland		On-going	
	<b>Q4 Update:</b> Approved and accepted			
	b) Master Plan for Development of the Highway 402 Corridor		On-going	
	<b>Q4 Update:</b> Ayres has made good progress this quarter and is on schedule to complete the preliminary study/design by the end of February.			
	c) Downtown Revitalization Efforts		On-going	
	<b>Q4 Update:</b> Water and Power staff continue to support planning and engineering effort related to the 3rd Street catalyst project.			
	d) Comprehensive Plan Update		On-going	
	<b>Q4 Update:</b> This plan is scheduled to go to Planning Commission for a recommendation hearing on February 22nd, and a Council study session on March 22nd with an adoption hearing to hopefully follow soon thereafter.			
9	Create a Strategic Plan for Loveland Water and Power.	11B.1.2 - Water 11C.1.2 - Power 11D.1.2 - Wastewater	2016	
	<b>Q4 Update:</b> Work on this plan has been delayed due to competing demands and will be rescheduled to 2016.			
10	Continue 2013 Flood restoration and service recovery efforts		On-going	
	<b>Q4 Update:</b> <span style="float: right;">Power Pending County</span> Permit - Electrical Engineering Staff is working with the county regarding permitting for rerouting of the single phase primary wire that crosses the Big Thompson River (BTR) along the east side of the property. The proposal is to underground the system by following CR23H from the south access to Sylvan Dale Ranch, heading east along the county road and intercepting the existing overhead lines near the location that they currently cross the BTR. Once completed this project will eliminate our exposure of having an overhead line in the flood plan. Pending contract construction of underground infrastructure and county approval. <b>General Overview</b> - For the most part, the large rebuild/restoration work in the Big Thomson Canyon has been completed. Loveland Water and Power (LWP) continues to energize individual homes throughout the BTC following state inspection. The count of customers without power due to the flood is mainly customers from Sylvan Dale Guest Ranch to Waltonia but it does include locations on South Lincoln and the Glade Road area for customers who were without power for an extended period of time. <ul style="list-style-type: none"> <li>• Total customers without power due to 2013 flood = 314</li> <li>• Total customers to date who have had power restored = 263</li> <li>• Total customers still without power as of December 31, 2015 = 51</li> </ul> All customers have been contacted and we are waiting for them to schedule their service turn on. Restoration work within the city limits has been completed with operations crews back to normal duties. <b>Water</b> - All 2013 flood restoration and recovery projects are completed for Water.			

	2015 Goals & Quarterly Updates	Comp Plan #	Est. Completion	Actual Completion
11	Further develop the Asset Management Program for Loveland Water and Power	11B.3.3 - Water 11D.2.2 - Wastewater 11D3.1 - Wastewater	On-going	
	<b>Q4 Update:</b> Staff is having regular meetings at the Wastewater Treatment Plant to evaluate risks by system and develop risk mitigation plans for each wastewater treatment plant system. The risk mitigation plans include actions such as creating and revising standard operating procedures, implementing preventative maintenance work orders, increasing training efforts, determining which items to keep spares on-hand and creating replacement plans.			
12	Redefine the Key Accounts program		On-going	
	<b>Q4 Update:</b> Staff is schedule to present the results of their analysis to the director and managers of Loveland Water and Power to get their initial feedback.			
13	Work with Platte River Power Authority (PRPA) to implement and update an Integrated Plan (IP)	11C.1.2 - Power	December, 2015	
	<b>Q4 Update:</b> Staff patriciates on several working committees that are studying implementation strategies for key components of the PRPA resource plan and PRPA strategic plan.			







**AGENDA ITEM:** 2  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Michael McCrary, Wastewater Treatment Plant Manager

*AB for MM*

**TITLE:** Approval of WWTP Biosolids Contract with Veris LLC

**DESCRIPTION:**

For the Water and Power Department when a construction bid exceeds \$500,000, by the City's Municipal Code a contract above this threshold can be approved by the LUC. The City Council can also approve construction contracts above \$500,000. When contract approval occurs by the LUC in most circumstances a recommendation is made for the City Manager to also sign the construction contract.

The not-to-exceed total in the new Liquid Waste Management (LWM) biosolids hauling contract for 2016 will be \$545,300. Because this contract exceeds \$500,000 LUC approval is needed to execute this contract. This administrative action is to provide for this approval.

**SUMMARY:**

One of the first stages of treatment at the Wastewater Treatment Plant is to remove easily settled solids from the incoming wastewater. These solids, known as Primary Sludge, are sent to the Anaerobic Digesters where a bacterial population removes the various organic compounds to a level acceptable to State and Federal Regulations. Anaerobic bacteria live in the absence of Oxygen. The Wastewater Treatment Plant also uses biological treatment to meet State and Federal limits of treatment in the downstream treatment process. In this process, known as Activated Sludge, populations of aerobic, or Oxygen dependent, bacteria digest the polluting constituents, removing them from the treated water. These bacterial populations grow as they use these constituents and a certain percentage has to be wasted out of the system to maintain the proper balance of bacteria to food (the constituents of the various pollutants). This Waste Activated Sludge population is thickened by Rotary Drum Thickeners to reduce sludge volume and enhance further treatment. The Thickened Activated Sludge is then sent to the same digesters where they too are treated by the anaerobic bacterial population until they reach a treatment level that meets State and Federal regulations. These treated solids are called Biosolids and are hauled to various agricultural fields where they are applied, again within regulations, in order to recycle the remaining nutrients and organic matter to enhance soil conditions. This contract is for Veris Environmental LLC. to provide the hauling and disposal services needed to maintain proper treatment at the Wastewater Treatment Plant.

The unit cost for hauling biosolids in 2015 was \$0.0376/Gallon. Veris Environmental LLC., a new company created from the merger of Liquid Waste Management and Parker Agricultural

requested a small increase of \$.004/gallon for 2016. The actual new cost for biosolids hauling and disposal in 2016 is requested to be \$.038 per gallon.

\$601,300 was budgeted for biosolids disposal in 2015 in the desire to account for a large (13%) cost increase per gallon between 2014 and 2015 costs. This was the amount we used as the "Not to Exceed" amount in the 2015 Biosolids Disposal contract with Liquid Waste Management. During 2015 the WWTP conducted a study to optimize the solids concentration of both feed streams to the digesters. There was also an extended period of time during which hauling and disposal of biosolids was not possible due to inclement weather. The result of these factors was a decrease in the volume of biosolids produced, hauled, and disposed of around 20%.

For 2016 we are requesting a "Not to Exceed" total cost of \$545,000. This decrease reflects our desire to continue to optimize the thickness of the feed to the digesters yet allows for unanticipated loading and disposal needs. This new contract will be in effect from February 1, 2016 to February 1, 2017.

**RECOMMENDATION:**

Adopt a motion approving the 2016 Contract for Veris Environmental LLC. for Hauling and Land Application of Biosolids with a "Not to Exceed" contract price of \$545,000 and authorizing the City Manager to execute the renewal for service contract.

**REVIEWED BY DIRECTOR:**

AB for SA





**AGENDA ITEM:** 3  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Kim Frick, Staff Engineer

VF

**TITLE:** Conversion of 50 C-BT Units from a Temporary Use Permit to a Permanent Section 131 Contract

**DESCRIPTION:**

Conversion 50 C-BT Units from a Temporary Use Permit (TUP) to a Permanent Section 131 Contract.

**SUMMARY:**

The City of Loveland currently holds 50 acre-foot units of Colorado-Big Thompson (C-BT) Project water in the form of temporary use permits, or TUP's. These give the City the temporary right to use the C-BT water associated with these acre-foot units prior to obtaining a contract.

Northern Colorado Water Conservancy District (Northern Water) policy requires municipal and industrial allottees to convert the TUP's to Section 131 contracts in the year following acquisition. ("Section 131" refers to that section in the Water Conservancy Act of Colorado, Title 31, Article 43, Colorado Revised Statutes of 1973). Failure to convert the TUP's by March 1<sup>st</sup> will result in the District's refusal to deliver the water.

The subject 50 C-BT units were acquired in 2015 by the City of Loveland, in conjunction with an Open Lands acquisition along Larimer County Road 30. This was a partnership between both the cities of Loveland and Fort Collins.

**RECOMMENDATION:**

Recommend that City Council adopt the attached resolution authorizing the Director of the Department of Water and Power to sign the application for the Section 131 Contract.

**REVIEWED BY DIRECTOR:**

AB for SA

**ATTACHMENTS:**

- **Attachment A:** Resolution
- **Attachment B:** Application to Northern Water for Cancellation of Temporary Use Permits



# Attachment A

## RESOLUTION #R-\_\_\_\_\_

### **A RESOLUTION OF THE LOVELAND CITY COUNCIL AUTHORIZING AN APPLICATION TO, AND CONTRACT WITH, THE NORTHERN COLORADO WATER CONSERVANCY DISTRICT FOR BENEFICIAL USE OF 50 UNITS OF COLORADO BIG THOMPSON PROJECT WATER**

**WHEREAS**, the City of Loveland acquired 50 acre-feet units of Colorado-Big Thompson Project (hereafter “C-BT”) water in 2015 as approved by City Council in Resolution #58-2015, and the water must be converted from a temporary use permit to a Permanent Section 131 contract;

**WHEREAS**, pursuant to the Water Conservancy Act of Colorado, Title 37, Article 45, C.R.S. the City of Loveland, a Colorado municipal corporation, must apply to the Board of Directors of the Northern Colorado Water Conservancy District (“District”) for a contract for the right to beneficially use the C-BT Project water;

**WHEREAS**, the City intends to use the water within the boundaries of the District on an annually-renewable basis under C.R.S. § 37-45-131 in order to obtain the perpetual right to use said water; and

**WHEREAS**, the continued acquisition and use of this water supply is essential for the well-being of the City of Loveland and its citizens.

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

**Section 1.** That the City of Loveland apply for a contract providing for the beneficial use of the 50 units of C-BT Project water from the District within the boundaries of the District.

**Section 2.** That the Director of the Department of Water and Power is hereby authorized and directed to apply to the Board of Directors of the District for a contract providing to the City the beneficial use of said water upon the terms prescribed by said Board in the manner and form attached hereto as Exhibit A and incorporated herein by reference (“Application”).

**Section 3.** That the Director of the Department of Water and Power is hereby authorized, following consultation with the City Attorney, to execute the Application and any other documents required by the District to effectuate the contract.

**Section 4.** That this Resolution shall be effective as the date of its adoption.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Cecil A. Gutierrez, Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Assistant City Attorney

# Attachment B

APPLICATION TO  
NORTHERN COLORADO WATER CONSERVANCY  
DISTRICT FOR ANNUALLY RENEWABLE  
PERPETUAL WATER CONTRACT FOR RIGHT TO  
USE COLORADO-BIG THOMPSON PROJECT  
WATER UNDER C.R.S. 37-45-131

Applicant, City of Loveland, a Colorado municipal corporation acting in its governmental capacity or a water activity enterprise (circle capacity in which applicant is acting), hereby applies to Northern Colorado Water Conservancy District (hereafter "Northern Water"), a political subdivision of the State of Colorado, organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, for a contract for the right to beneficially use Colorado-Big Thompson Project water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to beneficial use is 50 acre-feet units to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water provided for use under this contract by the Board of Directors of Northern Water shall be primarily for domestic, irrigation, or industrial use within or through facilities or upon lands owned or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the use of water (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten-thousandth ( $1/310,000$ ) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually in advance for the amount of water herein provided for use under this contract by the Board of Directors of Northern Water at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each water year thereafter shall be made in advance by the Applicant on or before each October 1, 31 days prior to the start of the water year, at the rate per acre-foot established by the Board for municipal water use in that water year. For the purpose of this water contract, the water year is defined to be from November 1 to October 31 of the following year.

If an annual payment as herein provided is not made by due date, written notice thereof, by certified mail, will be given by Northern Water to the Applicant at the following address: 200 N. Wilson Avenue, d , Colorado 80537.

Water deliveries shall be suspended as of November 1 of the new water year until payment of the delinquency is made. If payment is not made within ninety (90) days after the date of mailing of said written notice, Applicant shall have no further right, title, or interest under this contract; and the right of use of water as herein made, shall be disposed of at the discretion of the Board of Directors of Northern Water. Any proceeds from any sale of the right of use to another allottee shall be paid to Applicant over and above Northern Water's actual expense in terminating and disposing of the contract right of use.

5. This right of use shall be perpetual on an annually renewable basis. If the annual payment is made as provided in this application, the right of use shall be automatically renewed another water year without any further notice of Northern Water; if the annual payment is not timely made, as provided above, the right of use shall terminate.
6. Applicant agrees that the water allocation shall be beneficially used for the purposes and in the manner specified herein, and that this right of use is made for the exclusive benefit of the Applicant and shall not inure to the benefit of any successors or assigns of said Applicant without prior specific approval of the Board of Directors of Northern Water.
7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; the rules, regulations and policies of the Board of Directors of Northern Water as they now exist or as they exist in the future; and by the Repayment Contract of July 5, 1938, between Northern Water and the United States and all amendments thereof and supplements thereto.
8. Applicant agrees, as a condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through provision of services to the Applicant.

9. Acquisition of this annually renewable perpetual right of use water contract for the Colorado-Big Thompson Project water from Northern Water and the right to the beneficial use of water thereunder by the Applicant necessary; the continued acquisition and use of this water supply is essential for the well-being of the community and for the preservation of the public peace, health, and safety; and the adequate protection of the health of the inhabitants of the community.
10. The governing body of Applicant has duly approved this Application in accordance with all legally required procedures.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, AD., 20\_\_\_\_\_.

\_\_\_\_\_  
CITY OF LOVELAND

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
(SEAL)

## ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in this allocation of the right to use Colorado-Big Thompson Project water and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for 50 acre-feet of water is hereby made to the City of Loveland, a Colorado municipal corporation, for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER  
CONSERVANCY DISTRICT

By \_\_\_\_\_  
President

I hereby certify that the above Order was entered by the Directors of Northern Colorado Water Conservancy District on the \_\_\_\_\_ day of \_\_\_\_\_, AD., 20 \_\_\_\_.

ATTEST: \_\_\_\_\_  
Secretary





**AGENDA ITEM:** 4  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Larry Howard, Senior Civil Engineer

**TITLE:** Fifth Interim Agreement between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Firming Project Water Activity Enterprise, and the City of Loveland

**DESCRIPTION:**

Windy Gap Firming Project participants desire to begin the Fifth Phase of the Project, which will continue and complete the work of obtaining all permits and approvals and also move ahead into detailed engineering design. Approval of this proposed Fifth Interim Agreement between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Firming Project Water Activity Enterprise and the City of Loveland (Fifth Interim Agreement) will allow this work to proceed.

**SUMMARY:**

Loveland's portion of the proposed Fifth Interim Agreement for costs expected during calendar year 2016 is \$1,118,956, due by March 1, 2016. This is based upon Loveland's current subscription of 7,000 acre-feet of storage capacity in the 90,000 acre-foot project. Environmental permitting is not complete but is expected to be completed during the year. The Fifth Phase of the Project consists of continuation of work to obtain local, state and federal permits and approvals required for the Project; detailed engineering design including preparation of plans and specifications for contractor procurement; additional land acquisition; planning and implementation of required mitigation and enhancement measures; development of contracts and other agreements that will be required to integrate the Project with the Windy Gap Project; development of alternatives for financing the Project; and related activities. Sufficient 2016 budgeted funds exist for this purpose in the Raw Water budget, Project W038AA.

**RECOMMENDATION:**

That City Council adopt the attached resolution authorizing the City Manager to sign and enter into the Fifth Interim Agreement between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Firming Project Water Activity Enterprise and the City of Loveland.

**REVIEWED BY DIRECTOR:**

**ATTACHMENTS:**

- **Attachment A:** Resolution

- **Attachment B:** Fifth Interim Agreement between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Frim Project Water Activity Enterprise and the City of Loveland.
- **Attachment C:** Table of estimated costs for 2016.

# Attachment A

## RESOLUTION #R-\_\_\_\_-2015

### **A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A FIFTH INTERIM AGREEMENT WITH THE MUNICIPAL SUBDISTRICT, NORTHERN COLORADO WATER CONSERVANCY DISTRICT WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE, FOR PARTICIPATION IN THE WINDY GAP FIRING PROJECT**

**WHEREAS**, since the 1970s, the City of Loveland has been a participant in the Windy Gap Project (“Project”), which is managed by the Municipal Subdistrict of the Northern Colorado Water Conservancy District (“Subdistrict”); and

**WHEREAS**, the Windy Gap Firing Project is a water storage project for water and the City owns 40 units, which represent raw water, in the Windy Gap Project; and

**WHEREAS**, the Windy Gap Project water rights are junior, and won’t supply water during drought without storage; and

**WHEREAS**, the Subdistrict and participants have been seeking ways to improve the reliability and yield of Windy Gap Project units (the “Windy Gap Firing Project”); and

**WHEREAS**, the previous phases of the Project studied potential reservoir sites, conducted engineering work and environmental studies, and developed preliminary design plans; and

**WHEREAS**, the City has reserved 7,000 acre-feet of storage in the Windy Gap Firing Project; and

**WHEREAS**, the Subdistrict seeks a commitment from all participants, including the City, for the Fifth Phase, which will continue work to obtain local, state and federal permits and approvals, detailed engineering design, additional land acquisition, mitigation and enhancement measures, and contract development for the Project (“the Fifth Phase”) by way of a Fifth Interim Agreement Between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Firing Project Water Activity Enterprise, and City of Loveland, Colorado for Participation in the Windy Gap Firing Project (“Agreement”); and

**WHEREAS**, the Subdistrict estimates Loveland’s pro rata share for the Fifth Phase is \$1,118,956 for 2016 and adequate funds exist for this purpose in the Raw Water budget; and

**WHEREAS**, the Loveland Utilities Commission recommends that the City enter into a Fifth Interim Agreement; and

**WHEREAS**, the City Council finds that participation in the Project will benefit the Utility’s ratepayers and is in the best interests of Loveland’s citizens; and

**WHEREAS**, the City Council desires to enter into a Fifth Interim Agreement for the Fifth Phase of the Project.

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

**Section 1.** That the “Fifth Interim Agreement Between the Municipal Subdistrict, Northern Colorado Water Conservancy District Windy Gap Firming Project Water Activity Enterprise and the City for Participation in the Windy Gap Firming Project” (“Fifth Interim Agreement”), attached hereto as Exhibit A and incorporated herein by reference, is approved, and the Mayor and City Clerk are authorized to execute and enter into the Seventh Amendment on behalf of the City of Loveland.

**Section 2.** That the Mayor is authorized, following consultation with the City Manager and the City Attorney, to approve changes to the form of the Seventh Amendment, in form or in substance, as deemed necessary to effectuate the purposes of this Resolution or to protect the interests of the City.

**Section 3.** That this Resolution shall take effect as of the date and time of its adoption.

ADOPTED this 2nd day of February, 2016.

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Cecil A. Gutierrez, Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

  
Assistant City Attorney

# Attachment B

FIFTH INTERIM AGREEMENT BETWEEN THE  
MUNICIPAL SUBDISTRICT,  
NORTHERN COLORADO WATER CONSERVANCY DISTRICT  
WINDY GAP FIRING PROJECT WATER ACTIVITY ENTERPRISE,  
AND  
**THE CITY OF LOVELAND**  
FOR PARTICIPATION IN THE  
WINDY GAP FIRING PROJECT

This Agreement is made and entered into as of \_\_\_\_\_, 201\_, by and between the Municipal Subdistrict, Northern Colorado Water Conservancy District (a quasi-municipal entity and political subdivision of the State of Colorado) (the "Subdistrict"), acting by and through its Windy Gap Firing Project Water Activity Enterprise (a government-owned business within the meaning of Article X, Section 20(2)(d), of the Colorado Constitution, organized pursuant to C.R.S. §§ 37-45.1-101 et seq.), whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "WGF Enterprise"), and the City of Loveland whose address is 200 North Wilson Avenue, Loveland, CO 80537 ("Participant").

## Recitals

- A. The WGF Enterprise is developing a water storage project (the "Project") for the purpose of storing water produced by the Windy Gap Project, or other water that is physically and legally capable of being introduced into the Project from the facilities of the Colorado-Big Thompson Project.
- B. Overall Project costs will be divided among the entities which participate in the Project.
- C. The First Phase of the Project consisted of preliminary studies to evaluate potential reservoir sites. The First Phase has been accomplished and there appear to be a number of potential reservoir sites that may serve the needs of the Project.
- D. The Second Phase of the Project consisted of engineering work, environmental studies, alternatives analysis and related work. The Second Phase is complete.
- E. The Third Phase of the Project, consisted of environmental and other permitting, further engineering studies, and preliminary design work, but not land acquisition.
- F. The Fourth Phase of the Project consisted of a continuation of the activities started in the Third Phase, plus land acquisition. The environmental permitting is not complete, but project participants desire to move into the Fifth Phase of the Project.
- G. The Fifth Phase of the Project consists of continuation of work to obtain local, state and federal permits and approvals required for the Project; detailed engineering design including preparation of plans and specifications for contractor procurement; additional land acquisition; planning and implementation of required mitigation and enhancement measures; development of contracts and other agreements that will be required to

integrate the Project with the Windy Gap Project; development of alternatives for financing the Project; and related activities (“the Fifth Phase”). Completion of the Fifth Phase of the Project on behalf of the Participants will require additional funding.

### Agreement

1. Participant agrees to participate in the Fifth Phase of the Project under and pursuant to the terms and conditions of this Agreement. Participation in the Fifth Phase of the Project in no way obligates Participant to subsequent phases of the Project or to continue involvement in the Project in any manner.
2. Participant’s storage capacity allocation in the Project shall be 7,000 acre-feet of water. Participant may request a change in allocated storage capacity for the Project. The change will be implemented by the WGFP Enterprise only if it will not adversely affect local, state, and federal permits and approvals for the Project, so long as any increased costs are paid by the Participant. In addition, Participant may increase its allocated storage capacity only if there is sufficient unallocated storage capacity in the Project to accommodate the increase. In the event that more than one participant seeks to increase its allocated storage capacity, and there is not sufficient unallocated storage capacity in the Project to accommodate all requested increases, the unallocated Project storage capacity shall be allocated to each participant seeking an increase pro rata based on such participant’s capacity allocation in the Fifth Phase of the Project. If a change in Participant’s capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that each participant pays a share of the Fourth and Fifth Phase costs of the Project after the change equal to the participant’s share of the final allocation of storage capacity in the Project.
3. Participant agrees to provide to the WGF Enterprise funds for its pro rata share of the costs necessary to complete the Fifth Phase of the Project. The WGF Enterprise estimates that Participant’s pro rata share of the costs of the Fifth Phase of the Project is \$1,118,956 for the 2016 calendar year. Participant will pay the WGF Enterprise its pro rata share of the 2016 calendar year costs on or before March 1, 2016. This estimated cost will not be increased or exceeded without the prior written approval of Participant. However, if the Fifth Phase of the Project cannot be completed within this estimated cost, the WGF Enterprise is not obligated to complete the Fifth Phase of the Project for the benefit of Participant unless sufficient additional pro rata funds as determined by the WGF Enterprise are provided by Participant. Attached hereto as Exhibit A is a table showing the pro rata share of the costs of the Fifth Phase of the Project for each Participant based upon current allocations of capacity in the Project.
4. In the event that Participant fails to make any of the payment set forth above at the specified time, the WGF Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of Participant. The WGF Enterprise shall give Participant thirty (30) days’ advance written notice of its intention to terminate this Agreement and cease work on the Project for Participant’s benefit under this paragraph. Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. Participant shall in any event be

responsible for its pro rata share of costs of the Fifth Phase of the Project actually incurred by the WGF Enterprise up to the date of termination of this Agreement.

5. The WGF Enterprise agrees to diligently pursue the Fifth Phase of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other Participants under similar agreements. By entering into this Agreement and accepting payments from Participant, the WGF Enterprise does not obligate itself to, nor does the WGF Enterprise warrant, that it will proceed with construction of the Project beyond the Fifth Phase or that it will construct or operate the Project. At the end of the Fifth Phase, the WGF Enterprise will determine after consultation with the participants whether to proceed with the Project. The WGF Enterprise agrees that, if the participants provide all required funding, if the WGF Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by sufficient participants to fully fund the Project. In such event, the Participant shall have the right to participate in the funding, construction and operation of the Project in the amount of storage capacity allocated to Participant in paragraph 2 above, so long as the Project as finally configured is sufficiently large to accommodate the total amount of storage capacity allocated to all participants in the Fifth Phase of the Project. If the Project as finally configured is not sufficiently large to accommodate the total amount of storage capacity allocated to all participants in the Fifth Phase of the Project, the available storage capacity in the Project shall be allocated to each participant pro rata based on such participant's capacity allocation in the Fifth Phase of the Project. In the event that the WGF Enterprise decides not to proceed with the Project, it will so notify Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, Participant shall not be entitled to any return of funds paid to the WGF Enterprise for the Project, unless payments by Participants exceed the WGF Enterprise's costs, in which case a pro rata refund will be made. In the event of such termination, Participant shall be entitled to receive copies of any work products developed by the WGF Enterprise or its consultants on behalf of Participant, and WGF Enterprise shall convey to Participant, as a tenant in common with all other Participants who have not been terminated under paragraph 4 above, a pro rata interest in all real and personal property acquired by the WGF Enterprise for the Project with funds provided under this Agreement or similar agreements with other Participants.
7. Participant shall have the right to assign this Agreement and Participant's rights hereunder, with the written consent of the WGF Enterprise, which consent shall not be unreasonably withheld, to any person or entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.
8. In the event that this Agreement is terminated for any reason, Participant shall not be entitled to any return of any funds paid to the WGF Enterprise for the Project, and the WGF Enterprise shall have no further obligations to Participant, except as provided in paragraph 6 above for those Participants who have not been terminated under paragraph 4 above.

9. This Agreement is the entire agreement between the WGF Enterprise and Participant regarding participation in the Project and shall be modified by the parties only by a duly executed written instrument approved by Participant and the WGF Enterprise's Board of Directors.
10. This Agreement is subject to approval by the WGF Enterprise's Board of Directors and shall become binding on the WGF Enterprise only upon such approval.
11. This Agreement is for the 2016 Fiscal Year. Expenditures for subsequent fiscal years will be the subject of Amendments to this Agreement.

THE CITY OF LOVELAND

MUNICIPAL SUBDISTRICT, NORTHERN  
COLORADO WATER CONSERVANCY  
DISTRICT, ACTING BY AND THROUGH  
THE WINDY GAP FIRING PROJECT  
WATER ACTIVITY ENTERPRISE

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_



# Attachment C

## EXHIBIT A

### Windy Gap Firing Project Allocation of Costs for Fifth Interim Agreement (Phase 5)

Estimated NEPA Costs due March 1, 2016:     \$ 13,775,950

Participant	Requested Storage Volume (af)		Share of Phase 5 Cost
Broomfield	25,200	\$	4,028,243
CWCWD	330	\$	52,751
Erie	6,000	\$	959,105
Evans	1,750	\$	279,739
Fort Lupton	1,050	\$	167,843
Greeley	7,000	\$	1,118,956
Lafayette	1,800	\$	287,732
Little Thompson WD	4,850	\$	775,277
Longmont	12,000	\$	1,918,211
Louisville	2,700	\$	431,597
Loveland	7,000	\$	1,118,956
PRPA	12,000	\$	1,918,211
Superior	4,500	\$	719,329
TOTAL	86,180	\$	13,775,950





**AGENDA ITEM:** 5  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Steve Adams, Director

AB for SA

**TITLE:** LUC 2015 Accomplishments and 2016 Goals – Steve Adams

**DESCRIPTION:**

This item is to set new 2016 goals and review and update a staff compilation of the Utilities' 2015 accomplishments.

**SUMMARY:**

Staff has compiled a draft listing the 2015 Accomplishments and 2016 Goals, shown as Attachment A. See Attachment B for the finalized list of 2014 Accomplishments and 2015 Goals submitted last year and included in the 2015 Boards and Commissions Summit.

This is the time to discuss the goals the LUC would like to pursue in 2016. The LUC may want to pursue additional goals for 2016 in areas we desire or anticipate progress in the coming year.

As a reminder, the following is the LUC purpose statement in the Boards and Commissions Handbook:

*The Loveland Utilities Commission advises the City Council on all matters pertaining to rates, fees and charges for water, sewer and electric service and other utility services furnished by the City; develops, approves and adopts policies, practices and guidelines to assist the Water and Power Department in the efficient operation of the utilities of the City; approves certain construction contracts and establishes certain fees and charges for utility services and utility development requirements pursuant to guidelines established by resolution of the City Council; and annually recommends a budget to the director of the Water and Power Department.*

**RECOMMENDATION:**

That the LUC approve the list of 2015 accomplishments and 2016 Goals determined through discussion at this LUC meeting for use at the 2015 Boards & Commissions Summit on March 3, 2016.

**REVIEWED BY DIRECTOR:**

AB for SA

**ATTACHMENTS:**

- **Attachment A:** Draft list of 2015 Accomplishments & 2016 Goals compiled by staff
- **Attachment B:** LUC 2014 Accomplishments & 2015 Goals included in the 2015 Boards & Commission Summit



**2015 ACCOMPLISHMENTS & 2016 GOALS OF THE LUC****2015 Accomplishments**

1. Continued 2013 flood restoration and service recovery efforts.
2. Evaluated and recommend wastewater treatment plant improvements to accommodate nutrient changes and future growth.
3. Completed a Water and Wastewater Cost-of-Service Rate Study.
4. Supported the Planning Department's Comprehensive Plan including a master plan for development along Highway 287, Highway 402 and downtown revitalization efforts.
5. Further developed the Asset Management Program for LWP.
6. Completed FEMA Alternate Project submittal and began work on the Foothills substation and solar project.
7. Supported City Council's direction on a broadband fiber network.
8. Completed Home Supply Big Dam restoration.
9. Construction at 70% completion for the Water Treatment Plant.

**2016 Goals**

1. Complete a Power cost-of-service rate study.
2. Evaluate options to find the best level of participation and funding strategy for the Windy Gap Firing Project.
3. Support the completion of the FEMA Alternate Project submittal and begin work on the Foothills substation and solar project.
4. Complete reliability, safety, and capacity capital improvements at Water Treatment Plant.
5. Begin design of regulatory, reliability, and capacity capital improvements at Wastewater Treatment Plant.
6. Redefine the Key Accounts Program.
7. Update the 2012 Raw Water Master Plan.
8. Continue to support Priority Based Budgeting next steps.
9. Continue to further develop the Asset Management Program for LWP.
10. Continue to support City Council's direction on a broadband fiber network.
11. Explore feasibility for a community solar garden.
12. Develop a Water & Power Department Strategic Plan.



## **2014 ACCOMPLISHMENTS & 2015 GOALS OF THE LUC**

### **2014 Accomplishments**

1. Implemented priority-based budgeting.
2. Supported the transition of the City's payroll processing to Innoprise software.
3. Supported the coincident peak demand rate program to maximize customer savings.
4. Amended and adopted an updated Electric and Water Extension Policy.
5. Discussed the possibility of increasing renewable energy.
6. Continued the 2013 Flood restoration and service recovery efforts.
7. Developed a more robust Water Division Safety Program with increased accountability and program measurement.
8. Completed a residential and commercial customer survey to help define satisfaction and direction for Loveland Water and Power (LWP).
9. Worked with Platte River Power Authority (PRPA) to implement the Strategic Plan and development of an Integrated Resource Plan.
10. Acquired a \$9.1 sub-grant to participate in FEMA's Alternate Project.
11. Balanced consumer preference with non-regulatory guidance to establish fluoridation levels at the Water Treatment Plant.

### **2015 Goals**

1. Continue 2013 flood restoration and service recovery efforts.
2. Create a Strategic Plan for LWP.
3. Evaluate and recommend WWTP improvements to accommodate nutrient changes and future growth.
4. Complete a Water and Wastewater cost-of-service rate study.
5. Support priority-based budgeting next steps.
6. Update and implement PRPA's Integrated Resource Plan.
7. Redefine the Key Accounts program.
8. Implement an LED streetlight policy.
9. Support the Planning Department's Comprehensive Plan including a master plan for development along Highway 287, Highway 402 and downtown revitalization efforts.
10. Develop a Marketing and Communications Plan.
11. Further develop the Asset Management Program for LWP.
12. Complete FEMA Alternate Project submittal and begin work on the Boedecker substation and solar project.
13. Support City Council's direction on a broadband fiber network.







**AGENDA ITEM:** 6  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Chris Matkins, Water Utilities Manager  
Larry Howard, Water Resources Sr. Civil Engineer  
Greg Dewey, Water Resources Civil Engineer  
Kim Frick, Water Resources Staff Engineer

**TITLE:** Opportunities for Revenue Through Long Term Water Right Leasing

**DESCRIPTION:**

The Water Division has been approached by other Northern Colorado water providers with proposals to lease City water rights for a minimum 10-year term, with a 5-year renewal option. Under terms of this proposal, the Lessees would increase the dependability of their water supply until the Northern Integrated Supply Project (NISP) is completed. This proposal offers the Water Utility an opportunity to increase revenues, thereby reducing future customer rate increases associated with increased construction costs for the pending Windy Gap Firming Project (Chimney Hollow reservoir). This item outlines the risks and benefits of this proposal for LUC consideration and input. Staff respectfully requests LUC input regarding potential policy on leasing of portions of the Water Portfolio. Currently the City has more water than it needs, so leasing out excess CBT or Windy Gap water does not affect our ability to provide adequate water supplies for our current population. Since this excess water is not being utilized by the City, it is leased out to agriculture on an annual basis. This excess water will eventually be used by the City as we grow into our future water demand. Per City Code, leases exceeding 3 years must be approved by Council.

**SUMMARY:**

City of Loveland has endured two drought events that exceeded the water supply design standard (1-in-100 years) set by City Council in 1988. These droughts occurred in 2002 and 2011-2012. Neither resulted in mandatory watering restrictions, illustrating the robust nature of the City's water resources portfolio. Notably, during the 2002 drought, the City's raw water storage reservoir (Green Ridge Glade Reservoir) was not yet in service and additional Demand Side Management surcharges were developed (but not fully implemented) for 2003. This 6,835 acre-foot reservoir represents approximately one half of a normal year's water demand for current City Customers. Staff's opinion is that existing firm yield water resources will exceed the 1-in-100 year design for the duration of the requested lease term.

The City's water right portfolio is a collection of various water rights, each presenting an annual cost of ownership. In the case of unused CBT shares, these annual ownership costs are approximately \$45 per unit for 2016. The request of 300 units of Colorado Big Thompson (CBT) water represents 1.1% of our water rights portfolio.

Attachment A is entitled "Historical and Projected Water Demand vs. Firm Water Supply Yield". This graph is from Spronk Water Engineer's 2011 Raw Water Yield Analysis and illustrates projected Water Demands compared to anticipated Firm Water Supply. Using this information, we anticipate using these 'excess' shares by year 2037 assuming the Windy Gap Firming Project is constructed. Adjusting for decreased per capita water demands that have been presented to LUC during the previous year, the anticipated year for needing these shares may be delayed to the years beyond.

Staff has identified the following Pros and Cons associated with this potential lease program:

Pros:

Increases Utilities Revenues while meeting water supply design criteria  
Reduces future rate increases and borrowing for pending Chimney Hollow project  
Increases regional collaboration  
If Windy Gap water is leased, "historic use" is improved

Cons:

Slightly reduces firm yield, requiring the City to implement Drought Response Plans sooner  
Slightly reduces 'excess' water leasing to Agriculture and Platte River Power Authority  
Potential for developing permanent dependence on leased water if Lessee fails to develop their own water supply

Staff has developed the following lease terms that would be recommended for inclusion into any future alternatives developed for LUC and Council consideration:

1. Lease is designed to increase City Utility revenues while providing a temporary long-term lease of water supply. Lessee explicitly acknowledges the temporary nature of agreement and resolves to work diligently to secure permanent water supplies.
2. Contingent on CBT and Windy Gap water being available (i.e. Colorado River Curtailment)
3. Dille Tunnel must be repaired and returned to service prior to any commitment
4. Duration must be 10 years or longer to satisfy interested Lessees
5. Provisions for a 5-year renewable term
6. The City retains rights to provide either CBT or Windy Gap water
7. Interruptible during a severe drought, with no Lease payment during these instances
8. Subleasing of negotiated water prohibited
9. Lessee pays the full lease amount each year, regardless of whether water is requested or not.

**RECOMMENDATION:**

Give feedback to Staff concerning LUC support, or not, of generating policy to accommodate long-term leasing of portions of the Water Rights Portfolio.

If supported, staff will return with various lease alternatives evaluation at a future LUC meeting.

REVIEWED BY DIRECTOR:

AB for SA

**ATTACHMENTS:**

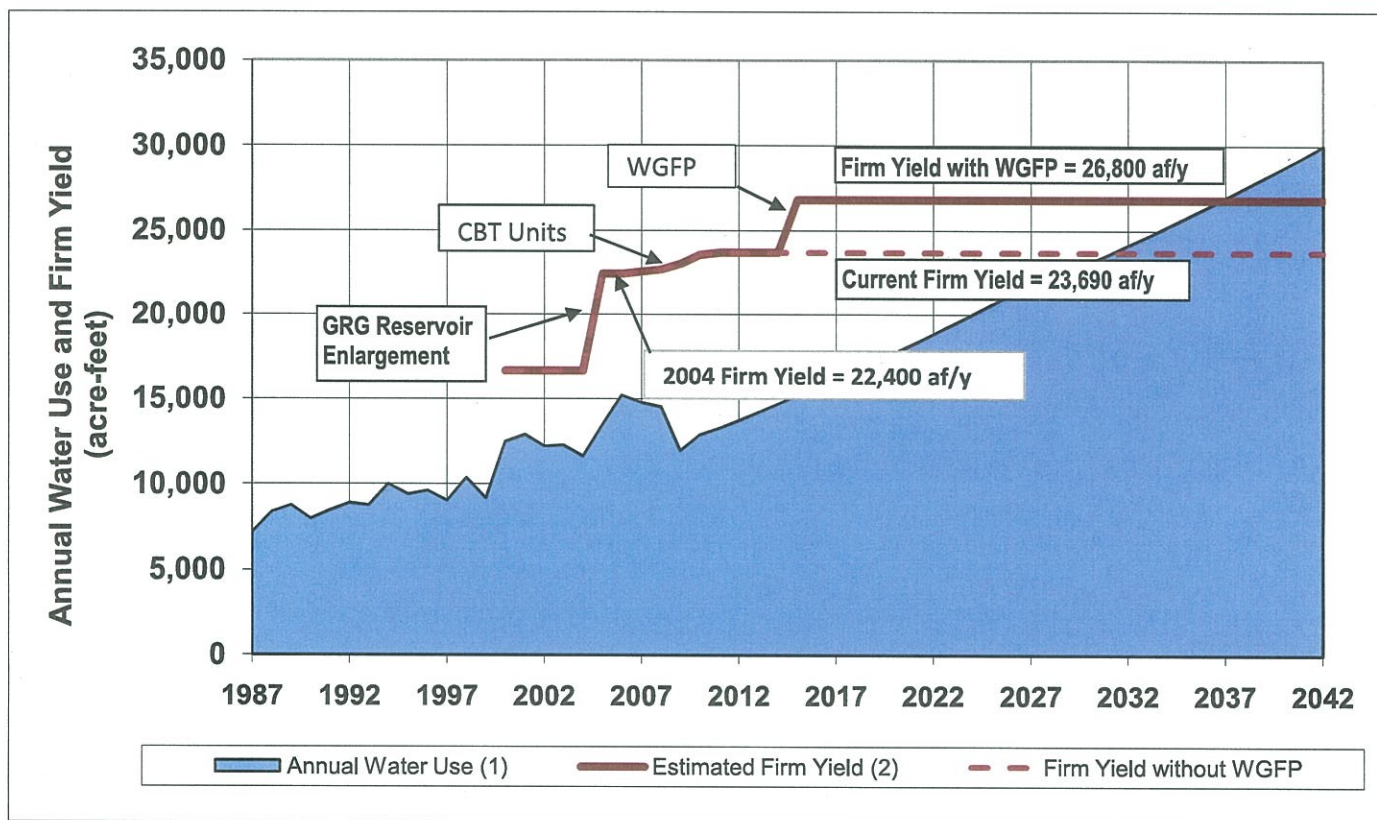
- **Attachment A:** "Historical and Projected Water Demand vs. Estimated Firm Water Supply Yield". Figure 7 from 2011 Sprink Water Engineers' Raw Water Supply Yield Analysis Update





Figure 7

**Historical and Projected Water Demand  
vs. Estimated Firm Water Supply Yield  
City of Loveland  
1987 - 2042  
(acre-feet per year)**



## Notes:

- (1) Actual water use through 2010, and projected by City staff thereafter
- (2) Firm yield does not include additional supply from additional future water supply.





**AGENDA ITEM:** 7  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Greg Dewey, Civil Engineer & Kim Frick, Staff Engineer

**TITLE:** Acceptance of 9.75 shares of Buckingham Irrigation Company and 7.5 shares of South Side Ditch shares.

**DESCRIPTION:**

Request to deposit 9.75 shares of Buckingham Irrigation Company and 7.5 shares of South Side Ditch shares into the City's Water Bank.

**SUMMARY:**

The City of Loveland has received a request to deposit 9.75 shares of Buckingham Irrigation Company and 7.5 shares of South Side Ditch shares into the City's Water Bank. The water has historically been used within the South Side Ditch system and the Buckingham Irrigation Companies system, and the City's policy has been to accept shares from these two companies.

The Municipal Code in Section 19.04.080 requires that the Loveland Utilities Commission consider and accept water rights upon satisfaction of each of the following requirements:

1. Evidence of the applicant's ownership of the ditch water rights in a form satisfactory to the City Attorney;
2. A Water Bank Agreement executed by the applicant and, if applicable, other documentation, such as a Statement of Historical Use and Dry-up Covenant, in a form approved by the City Attorney; and
3. A finding by the Loveland Utilities Commission that it is in the city's best interests to accept the ditch water rights.

In this instance, staff and legal counsel have reviewed the submitted documents and recommend accepting this water into the City's Water Bank.

The following is a summary of how requirements from Section 19.04.080 have been or will be met:

1. Evidence of the Applicant's ownership of the ditch water rights in a form satisfactory to the City Attorney. *This will be in provided the form of a special warranty deed to the City of Loveland as well as an issuance of the stock certificate in the name of the City of Loveland. The Applicant has supplied a copy of the current stock certificate that is in good standing, and in the Applicant's name.*

2. A Water Bank Agreement executed by the Applicant and, if applicable, other documentation, such as a Statement of Historical Use and Dry-up Covenant, in a form approved by the City Attorney. *The Applicant submitted a Water Bank Agreement and Statement of Historical Use and Dry-up Covenant which city staff and legal counsel have reviewed.*
3. A finding by the Loveland utilities commission that it is in the city's best interests to accept the ditch water rights. *Staff recommends that this water be accepted into the water bank as in the best interest of the city because it is important to maintain a balance of water sources from the east slope and the west slope.*

NOTE: The background information can be provided to any board member wishing to review the more detailed information, by contacting Kim at 962-3718 or Greg at 962-3717.

**RECOMMENDATION:**

Adopt a motion finding that the requirements set forth in City Code Section 19.04.080 have been met, and that acceptance of the 9.75 shares of Buckingham Irrigation Company and 7.5 shares of South Side Ditch shares into the City of Loveland Water Bank is in the city's best interest and should be completed.

**REVIEWED BY DIRECTOR:**

AB for SA





**AGENDA ITEM:** 8  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Steve Adams, Director

*AB for SA*

**TITLE:** Commission/Council Report

**SUMMARY:**

Discuss events that the Loveland Utility Commission Board members attended and any City Council items related to the Water and Power Department from the past month.

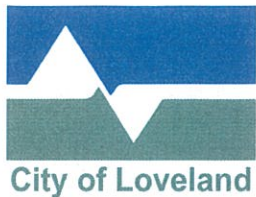
**RECOMMENDATION:**

Commission/Council report only.

**REVIEWED BY DIRECTOR:**

*AB for SA*





**AGENDA ITEM:** 9  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Steve Adams, Director

AB for SIA

**TITLE:** Director's Report

**SUMMARY:**

- **2016 LUC Meeting Schedule** — Please see attachment A for the 2016 Calendar of LUC Meetings. — Allison Bohling
- **FEMA Alternate Project Update** — The preliminary findings were submitted to public comment on January 5, 2016 and are posted on the Foothills website. There are ten days for public to comment which will determine the next steps. Staff continues the contracting process with Namaste Solar and work with PRPA on the substation design and next steps. — Gretchen Stanford
- **Broadband Update** — With the passage of ballot measure 2C on November 3, 2015 by 82%, the City is poised to move forward and has been working internally on a Broadband Communication Plan. We will be discussing the next steps for this initiative with City Council at the February 9, 2016 Study Session. — Kim O'Field
- **Tour of Service Center for Loveland Utilities Commission (LUC) board members** — Staff would like to gauge the interest of the LUC in possibly touring the Service Center. If you would be interesting in touring the Service Center please contact Allison Bohling at [Allison.bohling@cityofloveland.org](mailto:Allison.bohling@cityofloveland.org) or 970-962-3567. If there is enough interest from board members staff will coordinate a tour. — Allison Bohling
- **Colorado Water Congress 2016 Annual Convention** — The Colorado Water Congress Annual Convention is the premier water industry event in the state, attracting 500+ attendees that convene for networking and collaboration on the important water issues of the day. Please contact Allison Bohling if you would like to attend. For more information please visit <http://www.cowatercongress.org/annual-convention.html>
  - **Location:** Hyatt Regency Denver Tech Center  
7800 East Tufts Avenue  
Denver, CO 80237
  - **Dates:** January 27-29, 2016
- **2016 City Council Annual Workshop** — City Council will be holding their annual workshop. Meeting information is listed below.
  - **Date:** January 23, 2016
  - **Time:** 8:00am to 5:00pm
  - **Location:** Group Publishing Building  
1515 Cascade Ave. Loveland, CO 80538



- **Whiskey's For Drinking; Water Is For Fighting - How Colorado Citizens Have Organized Their Water Commonwealth** — The Osher Lifelong Learning Institute (OLLI) at Colorado State University is offering this 6 week course. This course will describe how citizens have organized to operate their irrigation systems, obtain water for their cities and farms, organize their groundwater wells in conjunction with surface supplies, resolve their conflicts, and confront issues of economic growth in an arid environment. Focus will center on the Poudre and South Platte rivers. There will be no required readings but there will be course handouts, no exams, no assignments, no academic credit.
  - **Date:** January 27, 2016 - March 2, 2016 (6 weeks)
  - **Time:** Wednesdays, 4 p.m. - 6 p.m.
  - **Location:** Drake Hall  
(CSU campus)  
2545 Research Blvd.  
Fort Collins, CO 80526

The instructor for the course will be David Freeman. David M. Freeman, Ph.D. in sociology/international studies, has grappled with issues regarding the idea of social progress for over 50 years and has published extensively in this domain. Dr. Freeman's experience has centered on teaching and research in international and domestic social development work focused on the Western United States and South Asia. He has especially focused the transfers of welfare and ill-fare related to irrigation water management organization and social conflict in a diverse array of cultures and sub-cultures. If you are interested in participating in this course please contact Allison Bohling at [Allison.bohling@cityofloveland.org](mailto:Allison.bohling@cityofloveland.org) or 970-962-3567. For more information about this course please visit: <http://www.online.colostate.edu/courses/OSHR/OSHR1611.dot> – Chris Matkins
- **Tri-City Meeting: Possible Presenter Review** — Please see attachment B, which is the revised version of the possible speaker list for the 2016 Tri-Cities meeting. The revised list provides voting results from the LUC. Only those speakers receiving an LUC vote are on this list. Please note a few possible speakers have been removed from the list because they were unavailable on the meeting date. Staff will provide a verbal update with any new information regarding the list of possible speakers. Staff would like guidance from the LUC on how they would like to proceed with choosing a Keynote speaker for the event. – Allison Bohling
- **2017 Budget Review Kick off Meeting** — Staff will soon be starting the process of assembling the 2017 budget. Our staff kickoff meeting has not yet been scheduled, but will likely be during the last full week of February. We will be coming to the LUC in March to select liaisons for this year's process. – Jim Lees
- **2015 Annual Key Accounts Meeting** — On December 10, 2015 Water and Power hosted the Annual Key Account Meeting which was held at Food Service of America. The theme of the meeting was "Mapping the Future". Presentations included the Resource Plan from Platte River Power Authority (PRPA), the State of the City presented by Bill Cahill and 2016 Rates, Charges and Fees. The highlight of the evening was the presentation given by Water and Power staff regarding the Evolution of Mapping which explored the process of outage management, asset management, GIS and the future of mapping. There were several promotional tables hosted by Drive Electric Northern Colorado (DENC), Colorado Clean Energy Cluster (CCEC) and PRPA. There were approximately 50 attendees. – Allison Bohling
- **Boards & Commission Summit** — The LUC is on the agenda to have a brief speaking part at the 2016 Boards & Commission Summit (5 minutes or less). Staff would like to have a

brief discussion about who will be attending the event and presenting on the behalf of the LUC. Generally, the attendees for the meeting include the LUC chairman, LUC vice chair and the Water and Power Director.

The deadline to submit a one page document of finalized LUC 2015 Accomplishments and 2016 Goals is February 10, 2016 which will be included in the packet distributed at the summit. After the attendees have been selected, and the final one-page document has been submitted, staff will assist with the development of the presentation material for the event. – Steve Adams

***Boards & Commission Summit***

Thursday, March 3, 2016 5:00 pm to 9:00 pm  
Rialto Theater Center  
228 East 4<sup>th</sup> Street  
Loveland, CO 80537

**RECOMMENDATION:**

Director's report only.

**REVIEWED BY DIRECTOR:**

AB for SA



# Attachment A

## LUC Meeting Calendar 2016

January 2016						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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31						

February 2016						
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28	29					

March 2016						
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April 2016						
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May 2016						
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29	30	31				

June 2016						
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July 2016						
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31						

August 2016						
Su	Mo	Tu	We	Th	Fr	Sa
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September 2016						
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October 2016						
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30	31					

November 2016						
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December 2016						
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# Attachment B

## Tri-City Speaker Options

1. Elizabeth Garner – Elizabeth Garner is a State Demographer and joined the State Demography Office in the Department of Local Affairs in 2014. She has over 20 years of experience analyzing population and economic trends in the state. The State Demography Office produces populations and economic estimates and forecasts for the use by the state agencies and local governments. Current areas of research include aging in Colorado, characteristics of migration, cost of living, and poverty, Garner is an economist and received her Bachelor of Arts in Business at Colorado State University. Garner is a Denver native.
  - More information: <http://www.cwi.colostate.edu/publications/IS/118.pdf> - refer to page 15
  - Link to PowerPoint presentation given at the 2015 South Platte Forum: [http://www.southplatteforum.org/uploads/4/7/6/6/47666259/elizabeth\\_garner.pdf](http://www.southplatteforum.org/uploads/4/7/6/6/47666259/elizabeth_garner.pdf)
  - Notes: *Elizabeth may or may not be available to speak at the Tri-City event, she may have a graduation to attend. She informed me that there would be someone from her office who would be able to speak but, will not know until closer to the event if it would be her or someone else.*
  - **Votes from LUC: III**
2. Patty Limerick - Patty Limerick is the Faculty Director and Chair of the Board of the Center of the American West at the University of Colorado, where she is also a Professor of History. Limerick has dedicated her career to bridging the gap between academics and the general public and to demonstrating the benefits of applying historical perspective to contemporary dilemmas and conflicts. Limerick was born and raised in Banning, California, and graduated from the University of California at Santa Cruz in 1972. She received her Ph.D. in American Studies from Yale University in 1980, and from 1980 to 1984 she was an Assistant Professor of History at Harvard. In 1984, Limerick moved to Boulder to join the History Department of the University of Colorado, where she was promoted to tenured Associate Professor in 1987 and to Full Professor in 1991. In 1985 she published *Desert Passages*, followed in 1987 by her best-known work, *The Legacy of Conquest*, an overview and reinterpretation of Western American history that has stirred up a great deal of both academic and public debate. In 2012 she published *A Ditch in Time: The City, the West, and Water*, a history of water in Denver. Limerick is also a prolific essayist, and many of her most notable articles, including “Dancing with Professors: The Trouble with Academic Prose,” were collected in 2000 under the title *Something in the Soil*.
  - More information: <https://centerwest.org/about/patty>
  - **Votes from LUC: III**
3. Evan Vlachos – Dr. Vlachos has over 40 years of experience in university teaching and administration, applied research, and consulting. He has worked on a variety of projects nationally and abroad on aspects of urban planning, water resources planning and management, forecasting and futurism, technology assessment and demography. Between 1979-1984, Dr. Vlachos served as Director of the Environmental Resources Center at Colorado State University, Fort Collins, Colorado where he is also Professor of Sociology and Civil Engineering and Associate Director of the International School for Water Resources. He has served as Member and Chairman of the Environmental Advisory Board, U.S. Army Corps of Engineers between 1982-1987. Between 1993 and 2000 he also served as member and chairman of the Advisory Panel on Environmental and Earth S&T in NATO, Brussels (Eastern Europe and Russia). He has also been a member of UNESCO's Committee on "Water and Civilization." He is recipient of the Army's Outstanding Civilian Service Medal (1987), the CSU Oliver Pennock Distinguished Service Award (1988), and the American Water Resources Association's Icko Iben Award (1993). He has served in a variety of national and international commissions, especially on water resources and the environment. The author of a large number of books, monographs and articles on water, demography and futurism, Dr. Vlachos holds an LL.B. from the School of Law, Athens (1959), an M.A. in Sociology (Indiana University, 1962), a Ph.D. in Sociology (Indiana University, 1964) as well as a Certificate of Russian Studies (Indiana University, 1964).

- More information: [http://www.cwi.colostate.edu/csuwaterfaculty/?WF\\_ID=144](http://www.cwi.colostate.edu/csuwaterfaculty/?WF_ID=144)
- **Votes from LUC: I**

4. James Eklund – James Eklund, senior deputy legal counsel for the Governor and a former assistant state attorney general, has been selected as the new director of the Colorado Water Conservation Board. Eklund, selected by the CWCB's governing board and the executive director of the Colorado Department of Natural Resources, will lead the state's water policy and planning efforts, including the development of a statewide water plan as outlined in a recent Executive Order from Governor John Hickenlooper. "James is the right leader at the right time to take on this critical project," said Mike King, executive director of the Colorado Department of Natural Resources. "He brings experience, purpose and a clear-sighted approach that's vital as Colorado addresses the ever-tougher challenges of natural resource protection and water allocation in an ever-growing state." Eklund is a fifth-generation Coloradan from the Western Slope, has been deeply engaged in key legislative and legal matters, often pertaining to water and natural resources including state water rights, the reorganization of state wildfire responsibilities, and groundwater concerns. While at the Attorney General's office from 2006 to 2010, James provided legal expertise on many issues central to water policy and planning in Colorado. He represented the Colorado Department of Natural Resources, CWCB, and the State Engineer's Office in compact negotiations with other western states, the federal government, and Mexico. In addition, he provided counsel related to compliance with the Endangered Species Act and water quality laws, and worked in several roles to protect state interests on the Colorado River. "I look forward to working with water leaders statewide to solve our significant water challenges," Eklund said. "We are positioned to do so as a direct result of outstanding work by CWCB staff and former director Jennifer Gimbel.

- More information: <http://dnr.state.co.us/Leadership/CWCBLeadership/Pages/JamesEklund.aspx>
- **Votes from LUC: I**

5. Don Brown – Don Brown was appointed the Colorado Commissioner of Agriculture by Governor John Hickenlooper in January 2015. Brown, a third-generation farmer in Yuma County, has run several successful businesses while spending most of his career managing and growing his family's extensive farm operations. He has also been active in water conservation, energy development and technology innovation issues within the industry.

Don and his wife, Peggy, have three children who continue to call Colorado home. The Brown family farm was homesteaded in 1911 and has been designated as a Centennial Farm. Don's parents, Cleo and Jennie, were pioneers in pivot irrigation in Yuma County. Don continues that pioneering spirit today through his study of the Ogallala Aquifer and holds two U.S. patents for his fence post systems.

- More information: <https://www.colorado.gov/pacific/agmain/commissioner-don-brown>
- **Votes from LUC: I**

6. Bennett Raley – Current work includes representation of Northern Colorado Water Conservancy District and its Municipal Subdistrict on a wide range of matters, including legal support for ongoing operation of the Colorado-Big Thompson Project and the Windy Gap Projects, permitting and negotiation of a Carriage Contract for the Windy Gap Farming Project, general Reclamation law matters, and interstate compact strategy development. Mr. Raley also represented the Colorado River Energy Distributors Association in Endangered Species Act and NEPA litigation regarding the operation of Glen Canyon Dam.

- More information: <http://www.troutlaw.com/attorney-profiles/bennett-w-rale/>
- **Votes from LUC: I**



**AGENDA ITEM:** 10  
**MEETING DATE:** 1/20/2016  
**SUBMITTED BY:** Larry Howard, Senior Civil Engineer

**TITLE:** Water Supply Update

**DESCRIPTION:**

Projection for raw water supply in 2016.

**SUMMARY:**

Attachment A is the Snow–Water Equivalent chart for Bear Lake station as of January 11, 2016. Water Resources Staff generated this chart to show a range of low, median, and high years as well as the current year-to-date snow accumulation for the Bear Lake SNOTEL station in the Big Thompson Watershed. Snowpack for the Bear Lake station continues to chart along average or median values.

**RECOMMENDATION:**

Information item only. No action required.

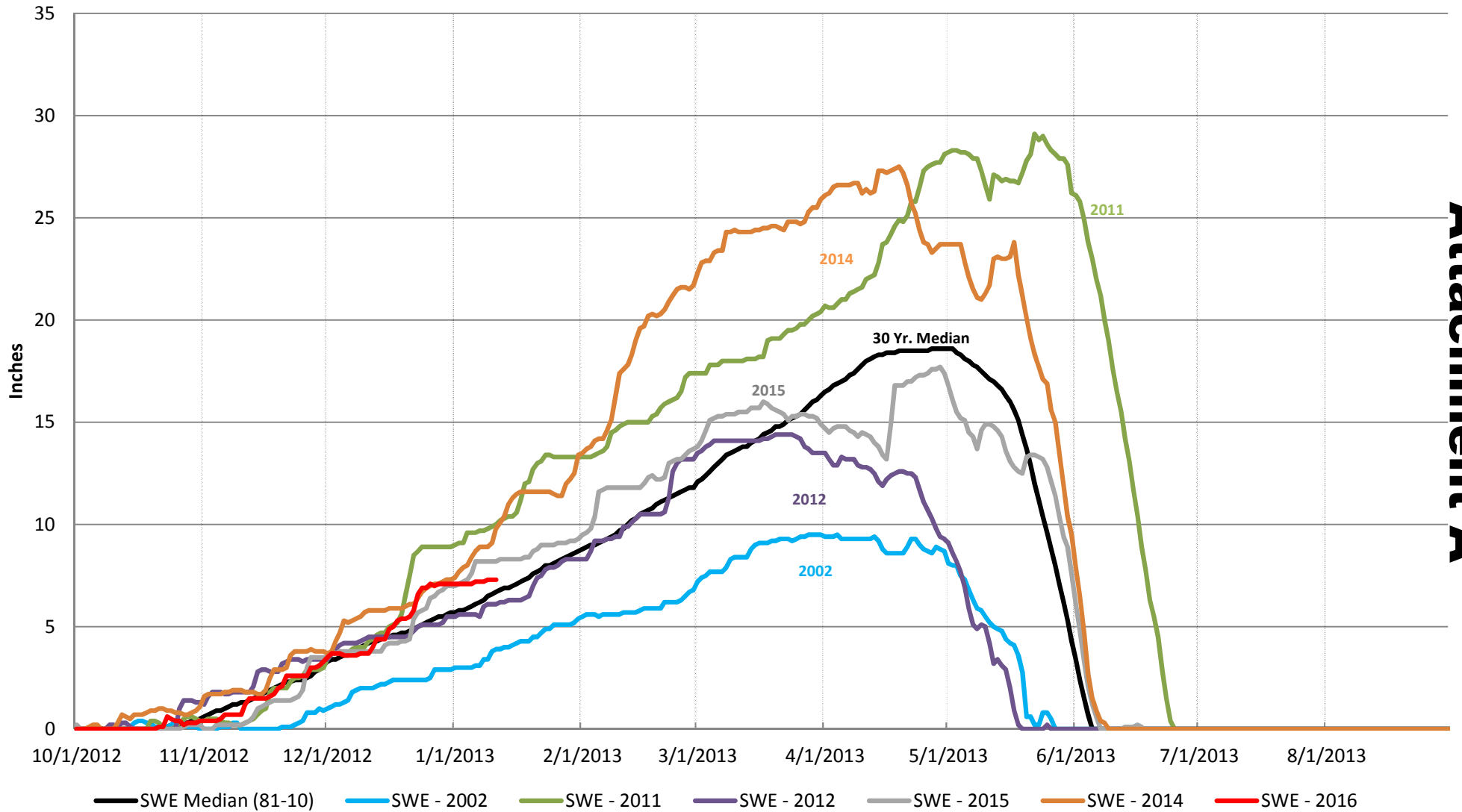
**REVIEWED BY DIRECTOR:**

**ATTACHMENTS:**

- **Attachment A:** Snow–Water Equivalent Chart for Bear Lake SNOTEL Station



# Snow - Water Equivalent at Bear Lake: January 11, 2016



Attachment A

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10