



Castle Rock Water Commission Agenda - Final

Todd Warnke
John Wright
Bill Leung
Kathryn Gienger
David Hammelman
Tony Rathbun
Kevin McHugh

Wednesday, July 27, 2022

6:00 PM

Castle Rock Water
175 Kellogg Ct., Bldg. 183
Castle Rock, CO 80109

This meeting is open to the public and will be held in a hybrid format in accordance with Town Council Meeting Special Procedures During Declared Disasters. The in-person meeting will be held at 175 Kellogg Ct. Bldg. 171 Castle Rock CO 80104 or this meeting can be accessed online at: <https://crgov.webex.com/crgov/j.php?MTID=ma8e7d940689d2bec89ca8f60fd6271f7> the Meeting password: N3ccMx3WJj5 (63226939 from video systems) or phone in by calling (720) 650-7664, meeting code #24890823833##. Three or more Council members may also attend this meeting, during which the items listed herein will be discussed.

6:00 pm CALL TO ORDER / ROLL CALL

COUNCIL UPDATE

COMMISSION COMMENTS

ADMINISTRATIVE BUSINESS

1. [WC 2022-057](#) Approval of the June 22, 2022 Meeting Minutes

Attachments: [Attachment A: CRW6-22-22MeetingMinutes](#)

ACTION ITEMS (HIGH PRIORITY / TIME CRITICAL)

2. [WC 2022-058](#) Resolution Approving a Services Agreement between the Town of Castle Rock and Techneaux Technology Services LLC for the SCADA Founders Water Treatment Plant and Remote Site Upgrades Project [Entire Castle Rock Water Service Area]
3. [WC 2022-059](#) Ordinance Authorizing the Exercise of the Town's Powers of Eminent Domain for the Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project [Northern Castle Rock and Eastern Castle Pines]
Town Council Agenda Date: August 16, 2022

Attachments: [Attachment B: Location Map](#)

4. [WC 2022-060](#) Tank 18 Fill Line Construction

Attachments: [Attachment B: Location Map](#)

5. [WC 2022-061](#) Resolution Approving the Intergovernmental Agreement between the Town of Castle Rock, Dominion Water and Sanitation District, and Parker Water and Sanitation District for the Canyons Waterline Metering Vault [Parker Water and Sanitation District/Town of Castle Rock Interface]

Attachments: [Exhibit 1: Canyons line metering vault IGA_Draft-A062922 \(MH comments\)](#)
[Attachment B: Location Map](#)

6. [WC 2022-062](#) Resolution Approving a Design Agreement between the Town of Castle Rock and W. W. Wheeler to for the Expansion of Castle Rock Reservoir No.1 (CRR1) [Plum Creek Trust Property in Douglas County near Sedalia, CO]

Attachments: [Attachment B: Location Map](#)
[Attachment C: Sole Source Justification Form](#)

DIRECTOR FOLLOW-UP AND INFORMATIONAL / UPDATE ITEMS

7. [WC 2022-063](#) Introduction to the 2023 Rates & Fees
8. [WC 2022-064](#) Update on Drought Conditions
9. [WC 2022-065](#) Update on Regional Wastewater Proposal
Town Council Agenda Date: NA
10. [WC 2022-066](#) Upcoming Town Council items

COMMISSIONER MEETING COMMENTS



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 1. **File #:** WC 2022-057

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water

Approval of the June 22, 2022 Meeting Minutes
Town Council Agenda Date: NA

Executive Summary

Attached are the meeting minutes for the June 22, 2022 Water Commission Board Meeting.

Proposed Motion

"I move to approve the Minutes as presented"

Attachments

Attachment A: June 22, 2022 Meeting Minutes



**Castle Rock Water Commission
Meeting Minutes - Draft**

Todd Warnke
John Wright
Bill Leung
Kathryn Gienger
David Hammelman
Tony Rathbun
Kevin McHugh

Wednesday, June 22, 2022

6:00 PM

**Castle Rock Water
175 Kellogg Ct., Bldg. 171
Castle Rock, CO 80109**

This meeting is open to the public and will be held in a hybrid format in accordance with Town Council Meeting Special Procedures During Declared Disasters. The in-person meeting will be held at 175 Kellogg Ct. Bldg. 171 Castle Rock CO 80104 or this meeting can be accessed online at: <https://crgov.webex.com/crgov/j.php?MTID=me624843318b68304946c9157eca959aa> the Meeting password: 5RYp4bP3CRg (57974273 from video systems) or phone in by calling (720) 650-7664, meeting code #24944683606##. Three or more Council members may also attend this meeting, during which the items listed herein will be discussed.

MTID=me624843318b68304946c9157eca959aa the Meeting password: 5RYp4bP3CRg (57974273 from video systems) or phone in by calling (720) 650-7664, meeting code #24944683606##. Three or more Council members may also attend this meeting, during which the items listed herein will be discussed.

CALL TO ORDER / ROLL CALL

- Present** 6 - Chair Todd Warnke, John Wright, David Hammelman, Tony Rathbun, Commissioner Bill Leung, and Commissioner Kathryn Gienger
- Not Present** 1 - Kevin McHugh
- Attendance** 8 - Caryn Johnson, Mark Marlowe, Tim Friday, Nichol Bussey , Matt Benak, David Van Dellen, Paul Rementer, and MaryJo Woodrick

COUNCIL UPDATE

Time was allowed for Council Member Johnson to share an update on Town Council items.

COMMISSION COMMENTS

Time was allowed for Commissioner Comments.

ADMINISTRATIVE BUSINESS

[WC 2022-047](#)

**Introduction of New Water Commission Board Members &
Selection of Chair and Vice Chair
Town Council Agenda Date: NA**

Commissioner Warnke welcomed and introduced two of the new board members and had them share a little about themselves. The returning Commission members and staff also introduced themselves.

Commissioner Warnke asked for nominations for the Chair and Vice Chair

position for the 2022-2023 Water Commission.

Bill Leung moved to appoint Todd Warnke as the Chair and John Wright as the Vice Chair for 2022-2023.

Yes: 6 - Chair Warnke, Wright, Hammelman, Rathbun, Commissioner Leung, and Commissioner Gienger

Not Present: 1 - McHugh

[WC 2022-048](#)

**Approval of the May 25, 2022 Meeting Minutes
Town Council Agenda Date: NA**

It was moved by Kathryn Gienger and seconded by Bill Leung to approve the meeting minutes for the May 25, 2022 meeting as written. The motion passed 5-0-1 Tony Rathbun Abstained.

Yes: 5 - Chair Warnke, Wright, Hammelman, Commissioner Leung, and Commissioner Gienger

Not Present: 1 - McHugh

Abstain: 1 - Rathbun

ACTION ITEMS (HIGH PRIORITY / TIME CRITICAL)

[WC 2022-049](#)

**Resolution Approving a Purchase Agreement between the Town of Castle Rock and Roxborough Water and Sanitation District for Water Rights and Other Infrastructure (*Location: Northern and Central Douglas County*)
Town Council Agenda Date: July 19, 2022**

Mr. Benak explained that at this time Roxborough is willing to sell certain infrastructure capacity and water rights to the Town of Castle Rock. As part of the agreement Castle Rock Water (CRW) will acquire full ownership, capacity, and rights to the Bell Mountain wells (not including the portion owned by the Town of Lochbuie), Roxborough's capacity in the Ravenna Pipeline, Castle Rock Reservoir No. 1 and Plum Creek Diversion as well as Roxborough's interest in the Meadow Ditch water rights. In return Roxborough will receive raw water delivered through the Ravenna Pipeline exclusively for irrigation of the Ravenna Golf Course at a maximum amount of 220 acre feet per year (AF/yr).

Currently Roxborough owns 4.5% (1.8 cubic feet per second [cfs] of 40 cfs), capacity within the Plum Creek Diversion, 100 AF of 240 AF within Castle Rock Reservoir No. 1, and 23.53% of the Ravenna Pipeline capacity. As part of this agreement CRW would also acquire Roxborough's 75% interest in the water rights associated with the Meadows Ditch on Indian Creek. The water has an 1866 appropriation date, and there are no downstream water rights on

Indian Creek or Plum Creek with a higher seniority.

The purchase price is \$2,273,000.

Commissioner Gienger asked for clarification on whether we are currently supplying raw water to Ravenna Golf Course or will this be a new agreement. Mr. Benak explained that we currently supply the water and that this is not a new agreement.

Commissioner Hammelman asked if this was different water than drinking water since it is used for irrigation? Mr. Marlowe explained that it is all part of the same system but that it is not treated water.

Commissioner Gienger asked if this would have to go to water court and would it make a change to the amount of water that CRW received? The team explained that it will need to go to water court for a minor change in how the water is administered.

John Wright moved to recommend Town Council approval of the Resolution as presented. David Hammelman seconded the motion. Passed unanimously 6-0.

Yes: 6 - Chair Warnke, Wright, Hammelman, Rathbun, Commissioner Leung, and Commissioner Gienger

Not Present: 1 - McHugh

[WC 2022-050](#)

**Resolution Approving the 2022 town of Castle Rock/Centennial Water & Sanitation District Spot Water Lease Agreement [Chatfield Reservoir, Douglas County]
Town Council Agenda Date: July 5, 2022**

Mr. Benak shared that this is a continuation of an agreement with Centennial Water & Sanitation Dist.(Centennial) for a water lease from 2021. This is an exchange agreement were water would be released from the Town's Chatfield Reservoir Storage account into the Centennial's Chatfield Reservoir storage account. The release would occur between July 6, 2022 and December 31, 2022. The cost is \$355 per AF for the water with a minimum lease of 200AF. The initial payment of \$71,000 will be received within 30 days from the approval of the agreement. The potential revenue for this lease is up to \$355,000.

Kathryn Gienger moved to recommend Town Council approval of the Resolution as presented. Tony Rathbun seconded the motion. Passed unanimously 6-0.

Yes: 6 - Chair Warnke, Wright, Hammelman, Rathbun, Commissioner Leung, and Commissioner Gienger

Not Present: 1 - McHugh

[WC 2022-051](#)

**Resolution Approving a Construction Agreement between the Town of Castle Rock and Contractor, for the Covy Court Stormwater Improvements Project [1795-1819 Covy Court]
Town Council Agenda Date: July 19, 2022**

Mr. Van Dellen explained that the purpose of this project is to replace the existing surface drainage swale system with an underground storm sewer pipe and manholes on Covy Court. This will eliminate frequent overtopping of the swales that has caused damage to the open space and concrete trail in that area.

CRW Staff had the bid opening earlier in the week and received 3 competitive bids. 53 Corp was selected as the contractor. The contract amount is for \$698,530 plus a 10% contingency of \$69,853.00 for a total project authorization of \$768,383. This project is scheduled for completion by November 2022.

Commissioner Gienger asked if this was a planned project or if it was a new project that has been added? Mr. Van Dellen explained that this was not originally in the plan of projects for 2022 but due to concerns from staff this project was added.

John Wright moved to recommend Town Council approval of the Resolution as presented. Bill Leung seconded the motion. Passed unanimously 6-0.

Yes: 6 - Chair Warnke, Wright, Hammelman, Rathbun, Commissioner Leung, and Commissioner Gienger

Not Present: 1 - McHugh

DIRECTOR FOLLOW-UP AND INFORMATIONAL / UPDATE ITEMS

[WC 2022-052](#)

**5 Year Financial Plan
Town Council Agenda Date: NA**

Mr. Rementer shared a presentation on the 5 Year Financial Plan that will be used to develop recommended rates and fees for 2023. He went through many aspects of the plan that will impact rates and fees for 2023 including:

- Construction Costs
- Labor Costs
- Energy Costs
- Growth Estimates
- Supply Chain

[WC 2022-053](#)

**Proclamation Smart Irrigation Month
Town Council Agenda Date: July 5, 2022**

Mr. Marlowe explained that July is Smart Irrigation Month which is an initiative to increase awareness of the value of water use and the growing demand for water-saving products, practices and services.

[WC 2022-054](#)

**Update on the Pine Canyon Amended Site Location
Application**

Town Council Agenda Date: NA

Mr. Marlowe shared the letter that the Town of Castle Rock sent to Colorado Department of Public Health and Environment (CDPHE), regarding the Pine Canyon Amended Site Location application, outlining concerns about the application.

[WC 2022-055](#)

Update on Drought Conditions

Town Council Agenda Date: June 6, 2022

Mr. Marlowe gave a presentation on the current drought conditions for Castle Rock, Douglas County and statewide.

[WC 2022-056](#)

Upcoming Town Council Items

Town Council Agenda Date: NA

This is a standing item that will be used to share information about projects that are being worked on at the time of the meeting but that staff doesn't have information ready yet.

Mr. Marlowe explained that staff will be taking an item to Town Council requesting approval for additional night work and street closures for the Craig & Gould North project. Once the timeline and Memo have been created, Mr. Marlowe will share with Water Commission.

COMMISSIONER MEETING COMMENTS

Time was allowed for Commissioner Comments.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 2. **File #:** WC 2022-058

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Shawn Griffith, Operations Manager

Resolution Approving a Services Agreement between the Town of Castle Rock and Techneaux Technology Services LLC for the SCADA Founders Water Treatment Plant and Remote Site Upgrades Project [Entire Castle Rock Water Service Area]
Town Council Agenda Date: August 16, 2022

Executive Summary

Castle Rock Water (CRW) seeks Town Council approval of a Resolution (**Attachment A**) approving a services agreement with Techneaux Technology Services LLC, for the CRW Supervisory Control and Data Acquisition (SCADA) Founders Water Treatment Plant (WTP) and Remote Site Upgrades Project. This capital improvement was identified through the SCADA Master Plan (MP), adopted in December of 2019 by Council Resolution No. 2019-131. The cost for this work is \$1,846,748, plus a 5% Town managed contingency of \$92,338, for a total authorization request of \$1,939,086.

Through a competitive request for proposal (RFP) process, bids were received on July 18, 2022, and Techneaux Technology Services LLC (Techneaux) was selected by CRW staff as the recommended consultant to complete these proposed system upgrades. The existing system is antiquated with components in service for up to 30 years. The scope of work for this project shall include, but not be limited to, replacement of the hardware and wiring for the existing control system at the Founders Water Treatment Plant (Founders), and various well and remote sites. This project will bring the system into compliance with modern cybersecurity and equipment standards and improve operator efficiencies, as recommended by our 2019 SCADA Master Plan.

Once awarded, it will take approximately 24 months to fully implement. The timing fits into CRW's operations by allowing the majority of the work to be completed during the low demand season and the goal is to complete this by April 2024.

Notification and Outreach Efforts

This project is security sensitive and no public outreach is planned. Work will be performed at remote CRW sites and will be done out of the public eye.

History of Past Town Council, Boards & Commissions, or Other Discussions

Castle Rock Water Commission was provided with a presentation on the SCADA Master Plan on December 11, 2019, and voted to recommend Council approval. Town Council adopted the 2019 SCADA Master Plan Update on December 17, 2019.

Discussion

In 2019, an updated SCADA Master Plan was completed and subsequently adopted by Town Council. Capital improvements identified in this plan included approximately \$12M in improvements to be completed over a five- to seven-year period. Implementation of the SCADA Master Plan is on schedule and within budget so far. Several improvements were completed in 2020 including establishing updated standards for SCADA hardware and software, and completing a hazards assessment for cybersecurity. In 2021, additional cybersecurity upgrades have been completed including isolating the SCADA network from the Town’s business network. The Telemetry and Radio Backhaul Network project is scheduled to be completed in the Summer of 2022. Master Plan implementation expenditures to date total \$1,527,189. The next planned improvements are to complete the Founders WTP and Remote Site upgrades. The budgeted amount for the 2022 SCADA System Improvements is \$2,293,356.

CRW uses SCADA to monitor and control all processes in the water treatment plants and their remote sites. This current project will upgrade the hardware in the Founders WTP, it’s five surrounding well sites, as well as four water reservoirs and three pump stations. This project will replace the hardware and wiring for the existing control system at these sites as well as the construction of a control room inside the Founders WTP. The contractor will also be required to test all of the installed hardware, instrumentation and wiring. Due to supply chain issues CRW has purchased and will be providing additional hardware, such as Programmable Logic Controllers (PLCs), power supplies, input and output (I/O) cards, racks, human machine interfaces (HMIs) and network switches, for the contractor to install.

A more robust operational system will address deficiencies within the existing system and bring the system into compliance with modern cybersecurity and equipment safety standards. It also will reduce network failure risk due to aging equipment, reduce costs of support by utilizing current, non-obsolete hardware and software, improve operator efficiency by standardizing equipment and procedures, and properly manage risk and resilience associated with process automation.

The SCADA system is a separate and segregated system and is a stand-alone process by which many CRW assets are controlled remotely. For security reasons the CRW team selected, interviewed, and vetted contractors and then invited five to bid on the Founders WTP and Remote Site Upgrades RFP. Below are the results of the bid process:

Consulting Firm	Total Cost
Precision Electric	\$850,862
Techneaux	\$1,846,748
Tetra Tech	Declined to Bid

Item #: 2. File #: WC 2022-058

Weifield Group	Declined to Bid
Wunderlich Malec	\$1,900,107

Techneaux was selected based on the qualifications that were submitted, the completeness of fulfilling the scope of work, and the project costs that were submitted. Staff has chosen Techneaux's proposal, which met the SCADA scope of work.

Techneaux will be required to perform testing on all installed hardware and wiring, to ensure that all locations are able to communicate and operate properly. The contractor will also need to research, prepare and submit to the appropriate agency any and all necessary permits for project completion. All work will be completed within a 24-month period beginning in October 2022 and will conclude by October 2024.

Budget Impact

During the budget process of 2020, the funding for the Founders WTP and Remote Site Upgrades were identified and planned for implementation in 2022. These funds will be taken from Water SCADA System Improvement account, as follows:

Fund Name	Account Number	Cost	5% Contingency	Total Cost	2022 Balance
SCADA System Improvements	210-4275-442.75-41	\$1,846,748	\$92,338	\$1,939,086	\$2,293,356
Total Authorization Request				\$1,939,086	

Proposed Motion

"I move to recommend to Town Council approval of the Resolution as presented"

Attachments

- Attachment A: Resolution (Not Attached)
- Attachment B: Agreement (Not Attached)



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 3. **File #:** WC 2022-059

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Roy Gallea, Engineering Manager
Josh Hansen, Project Manager

Ordinance Authorizing the Exercise of the Town's Powers of Eminent Domain for the Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project [*Northern Castle Rock and Eastern Castle Pines*]

Town Council Agenda Date: August 16, 2022

Executive Summary

Castle Rock Water (CRW) is seeking Town Council adoption of an Ordinance (**Attachment A**) authorizing the exercise of the Town's power of eminent domain for the Plum Creek to Rueter-Hess Reservoir Pipeline Infrastructure Project, if necessary.

CRW's Water Resources Strategic Master Plan identifies pipeline infrastructure (pipeline, pump station, and outlet structure) needed to convey renewable and reuseable water from the Plum Creek Basin to Rueter-Hess Reservoir (RHR) for storage during periods when available supply exceeds demand. Storage of this water is critical for responding to future irrigation season demands. The proposed infrastructure is being sized to move 1,000 acre-feet per year from the Plum Creek basin to RHR and planned to begin operation in 2024.

An engineering consultant, Providence Infrastructure Consultants (Providence), was retained to complete a pipeline alignment study and preliminary infrastructure design in 2021. The alignment study was completed in late 2021 and the Town selected a proposed pipeline alignment. Preliminary design is underway and being completed concurrently with survey of the pipeline corridor.

The proposed pipeline is approximately 7.5 miles in length and crosses or impacts 44 properties. Some have common property ownerships and there are approximately 33 different ownership entities. Staff has begun initial discussions with 11 of the 33 property owners and recently retained a land acquisition consultant, Western States Land Services (Western States), to assist with property owner coordination and good-faith negotiations to acquire the necessary easements.

Based on current schedule for the project and past experience on other projects, approval for the use of eminent domain is recommended upfront in property negotiations to facilitate easement acquisition before final design and construction begins to avoid unnecessary delays.

Given project schedule and experience on other projects, Staff requests adoption of this ordinance to allow property negotiations to commence immediately upon adoption. Legal descriptions will be prepared and the Town's consultant is ready to begin the negotiation process.

History of Past Town Council, Boards & Commissions, or Other Discussions

On March 23, 2022 Castle Rock Water Commission voted unanimously to recommend award of a services agreement in the amount of \$1,262,595 with Providence along with authorization of \$126,300 in staff-managed contingency to complete final design for the proposed Plum Creek to RHR Pipeline Infrastructure.

On April 5, 2022 Town Council voted unanimously to award a services agreement in the amount of \$1,262,595 with Providence along with authorization of \$126,300 in staff-managed contingency to complete final design for the proposed Plum Creek to RHR Pipeline Infrastructure.

Notification and Outreach Efforts

In order to obtain right of entry agreements to begin surveying the pipeline corridor, staff has initiated discussions with 11 of the 33 property owners. Western States is assisting with contacting additional property owners to initiate meetings to discuss the project with Town Staff.

Discussion

A need for a sustainable long-term water supply was identified in CRW's Water Resources Strategic Master Plan and one of the major goals of that plan is establishment of a renewable, sustainable water supply that accounts for 75% of the annual demand for water in Castle Rock by 2050 and 100% renewable supply in an average hydrologic year by 2065. Renewable water sources for Castle Rock include a combination of existing surface water rights along East and West Plum Creek, reusable lawn irrigation and reclaimed water flows, and imported surface water from outside of the Plum Creek Basin.

A critical component of the Town's long-term water supply is its diversion structure on Plum Creek near Sedalia. The structure is downstream of the Plum Creek Water Reclamation Authority (PCWRA) outfall where the majority of the Town's fully reusable water is reclaimed. Construction of a new pump station and 30-inch pipeline was recently completed and is now operating to convey raw water from the Plum Creek Diversion to the Plum Creek Water Purification Facility (PCWPF) in Castle Rock. In addition to using this diverted water for on demand raw water supply, the Town desires the capability to transfer this water to RHR for storage during periods when the available supply exceeds demand. The stored water will provide an additional supply that can later be pumped back to the Town through the local WISE pipeline to help meet peak season demands.

In March 2021, through a competitive Request for Proposal process, the Town retained Providence Infrastructure Consultants (Providence) to complete an alignment study and preliminary design of new pipeline infrastructure to convey renewable water to RHR. The study evaluated 4 different alternative alignments based on factors including cost, schedule, operational flexibility, environmental

impacts, property impacts, and constructability. Providence completed the study in late 2021 and staff selected a pipeline alignment for the project. In April 2022, Town Council approved a contract with Providence to complete final design services for the pipeline infrastructure.

In April 2022, the Town retained Precision Survey to complete a pipeline corridor survey. The survey data will allow completion of preliminary and final design of the infrastructure. The selected pipeline corridor is roughly 7.5 miles in length and runs northeast from East Plum Creek through the Promenade Development and around the western and northern edges of Sapphire Point before turning north through The Canyons and North Canyons developments to the south shores of RHR (see **Attachment B**).

In June 2022, the Town retained a consultant, Western States Land Services (Western States), to assist with obtaining right of entry agreements needed to complete the corridor survey and to assist with acquiring temporary and permanent pipeline easements needed from property owners. Preliminary alignment work has identified 38 permanent easements and 38 temporary easements required for construction of the project. Portions of the pipeline in properties owned by Douglas County, Colorado Department of Transportation, and railroads will require different types of agreements and permits. In general, the Town will be seeking 30-foot width permanent pipeline easements and 30-foot width additional temporary construction easements from property owners. Legal descriptions and exhibits will be prepared for each parcel. These legal descriptions and exhibits will be used for property valuations and negotiations. Easements with estimated value greater than \$5,000 will require formal appraisals. Easements with estimated values less than \$5,000 will have a value finding conducted by Western States. Once easement values are determined, the Town will make initial offers based on these values.

As with any land acquisition, the property owner often has questions or concerns regarding impacts to the property and any existing improvements. The Town, through its acquisition agent, Western States, will respond to these questions and concerns in an effort to negotiate an equitable solution and acquire the needed easement.

The negotiation process can be concluded relatively quickly for some parcels, but in other cases the process can be drawn out, and in rare situations a compromise cannot be reached at all and property must be acquired through condemnation. If the parties are unable to negotiate a solution regarding the easements, the project schedule could be impacted. Therefore, an ordinance authorizing condemnation is recommended for approval at this time. In either case, the property owner will be compensated with a fair and equitable payment based on current market value.

Budget Impact

\$10,000,000 was budgeted for the project in 2022 in account 211-4375-443.78.04 Water Resources, CIP - PlumCreek-RueterHes PL & PS. This account has a budget balance of approximately \$8,421,055 for 2022. \$1,000,000 is budgeted for right of way acquisition costs. The project is being funded with Series 2022 Bond Funds. A summary of current estimated project costs is provided below.

Alignment Study/Preliminary Design	\$220,697	Encumbered
Preliminary Geotech	\$19,528	Encumbered
Corridor Survey	\$174,175	Encumbered
Final Design	\$1,388,895	Encumbered
Right of Way Acquisition Services	\$350,000	Estimated
Right of Way Acquisition	\$1,000,000	Estimated
Construction Phase Engineering	\$500,000	Estimated
Construction	\$16,000,000	Estimated
Total Estimated Cost:	\$19,653,295	

Staff Recommendation

Staff recommends Town Council of the ordinance authorizing the use of eminent domain to acquire the required easements, if necessary.

Proposed Motions

“I move to recommend Town Council approve the Ordinance as introduced by title.”

Attachments

- Attachment A: Ordinance (Not Attached)
- Attachment B: Alignment Corridor Map



EXHIBIT 2 - PLUM CREEK TO RUETER-HESS RESERVOIR PIPELINE PROJECT



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 4. **File #:** WC 2022-060

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Roy Gallea, P.E., Engineering Manager
Matthew Hayes, CIP Project Manager

Resolution Approving a Construction Contract between the Town of Castle Rock and Reynolds Construction, LLC for Tank 18 Blue Zone Transmission [Pleasant View Drive]

Town Council Agenda Date: August 16, 2022

Executive Summary

Castle Rock Water is seeking Town Council approval of a resolution (**Attachment A**) approving a construction contract (**Exhibit 1**) in the amount of \$4,081,473 with Reynolds Construction, LLC (Reynolds) along with \$ 408,147 (10%) staff-managed contingency, for a total authorization of \$ 4,489,620 to complete construction of the Tank 18 Blue Zone Transmission Project.

The Tank 18 Blue Zone Transmission Project is located along Pleasant View Drive between the Cobblestone Ranch and Terrain subdivisions (**Attachment B**). This project will provide a direct fill line into the tank from the water main currently feeding water to Cobblestone Ranch and will serve as the main source of water to the subdivision. This main will provide water turnover in Tank 18, which will help to maintain water quality in the tank.

History of Past Town Council, Boards & Commissions, or Other Discussions

On December 1, 2021 Castle Rock Water Commission was briefed on Water Tank 18 history and anticipated schedule for rebidding construction.

On February 23, 2022 Castle Rock Water Commission voted unanimously to recommend award of a construction contract in the amount of \$4,386,765 with DN Tanks along with authorization of \$438,700 in staff-managed contingency to complete construction of Cobblestone Ranch 2 MG Water Storage Tank 18.

On March 15, 2022 Castle Rock Town Council voted unanimously to approve a construction contract in the amount of \$4,386,765 with DN Tanks along with authorization of \$438,700 in staff-managed contingency to complete construction of Cobblestone Ranch 2 MG Water Storage Tank 18.

On April 4, 2022 Douglas County Planning Commission voted unanimously to approve the Location and Extent application for the Tank 18 Blue Zone Transmission Project.

Notification and Outreach Efforts

Preliminary project information is currently published on the Town's website and will be updated periodically throughout construction. Project information letters were mailed to adjacent neighborhood residents in unincorporated Douglas County in December 2021. Staff have corresponded directly with some residents of unincorporated Douglas County regarding project inquiries.

The new water main is located within Douglas County Right of Way. The project was reviewed by the County as part of their Location and Extent (L&E) process. Part of that process includes notifying adjacent property owners about the project and allowing them to comment on the project.

Discussion

The Cobblestone Ranch Development on the far northeastern edge of Town is zoned for 1,245 single-family equivalents (SFEs). In accordance with the Development Agreement (DA), the Town, "in order to fully integrate the water system constructed by the Owner with the Town's municipal water system," intended to construct a storage tank and related infrastructure to serve the property at full buildout. The tank project was to be financed and constructed by the Town by reliance on the Owner to purchase water system development fees. The DA further stipulated that should the Town determine that equivalent water services may be provided in lieu of development of the Water Tank the Town could apply revenues received to construct such alternate infrastructure.

Water system development fees are currently \$5,700 per SFE. The development is rapidly approaching construction build-out of the 1,245 zoned SFE's which means water system tap fees collected have fully funded the new tank. The area is currently served by a single 16-inch pipeline from the Castle Oaks area (See **Attachment B**), with stored water from two existing red zone tanks. The water is fed down into the area through a series of pressure-reducing valves (PRVs) that reduce the red zone supply pressure down to blue zone pressure and then to yellow zone pressure to service the area. The two red zone tanks have a combined operational storage volume of 5.1 million gallons and have sufficient existing storage capacity to meet the operational storage needs of Cobblestone Ranch. However, the storage from these tanks is delivered to the development by a single 16-inch pipeline. The single feed connection through multiple pressure zones is the primary reason a storage tank is needed.

In 2007, one of the PRVs serving the area failed and the resultant high pressure caused a rupture in the pipeline. This resulted in a temporary loss of water service for the entire development. Subsequently, Castle Rock Water installed pressure relief devices on the PRVs so that in the case of a high-pressure event, the PRVs would divert water to relieve downstream pressure. Staff also completed an emergency interconnect waterline to the Pinery Water and Wastewater District system. This provided an immediate interim solution for a second source of water in an emergency.

The long-term solution to a secondary supply of water is a storage tank serving the development. An

Item #: 4. File #: WC 2022-060

advantage of a storage tank in the area is that the tank can act as a “damper” in high-pressure events to mitigate pipeline rupture risks and provide an immediate supply for fire protection. Shortly after the high-pressure pipeline event, staff started planning the Tank 18 project.

The Tank 18 Blue Zone Transmission pipeline was identified in the Water Master Plan 2017 Update. This project will supply blue zone water up to the new Tank 18, which is a yellow zone tank. The flow of water into the tank will be controlled with an automated altitude valve. This will allow the flow of water through the tank, minimizing the water age within the tank. One of the Colorado Department of Public Health and Environment's questions about the tank project was how the Town planned on minimizing the water age in the tank.

As of 2022, a significant portion of Cobblestone Ranch has been built out which has increased water demand from the area. Sufficient funding has been collected from tap fees and redundant supply from the tank is now needed to mitigate risk from the single waterline serving the development. The Tank 18 Blue Zone Transmission Project was designed by CR Water staff. The invitation to bid documents were sent to seven qualified contractors. Contractors are pre-qualified for projects annually through a request for qualifications that are advertised on BidNet. Bids were received from two contractors, as summarized in the table below. The Engineer's estimate was \$2,900,000. The low bid was received from Reynolds and is considered a responsive bid.

Company	Bid
Reynolds	\$4,081,473
ESI	\$4,383,830
Global	No Bid
Redline	No Bid
53 Corp.	No Bid
Garney	No Bid

Budget Impact

Funding for this project will come from the 2022 budget as shown below.

Project	Account Number	Budget	Available Balance	This Authorization
Liberty Village Yellow Zn	210-4275-442.75-89	\$	\$	\$

The Liberty Village Yellow Zone Account has \$949,847 available in the budget. The current budget shortfall of \$3,539,773 will be allocated by third quarter budget amendment to cover this allocation.

Proposed Motion

“I move to recommend to Town Council approval of the Resolution as presented”

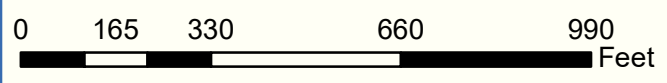
Item #: 4. File #: WC 2022-060

Attachments

Attachment A: Resolution (Not Attached)
Exhibit 1: Agreement (Not Attached)
Attachment B: Location Map



- Legend**
- Sanitary Sewer
 - Stormwater Conduit
 - Fiber
 - Raw Water Distribution Main
 - Water Distribution Main



1 inch = 333 feet



Disclaimer: The data presented has been compiled from various sources, each of which introduces varying degrees of inaccuracies or inconsistencies. Such discrepancies in data are inherent and in supplying this product the Town of Castle Rock assumes no liability for its use or accuracy. Questions or comments regarding the cartographic composition of this map including, but not limited to, errors, omissions, corrections, and/or updates, should be directed to the Utilities Department, Town of Castle Rock, (720) 733-6056. Copyright 2020, Town of Castle Rock Utilities Mapping.

**CASTLE ROCK
UTILITIES MAP
T18 BLUE ZONE
TRANSMISSION I**



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 5. **File #:** WC 2022-061

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Matt Benak, P.E., Water Resources Manager
Jakob Hartmann, Water Resources Program Analyst

Resolution Approving the Intergovernmental Agreement between the Town of Castle Rock, Dominion Water and Sanitation District, and Parker Water and Sanitation District for the Canyons Waterline Metering Vault [Parker Water and Sanitation District/Town of Castle Rock Interface]
Town Council Agenda Date: August 16, 2022

Executive Summary

The purpose of this memorandum is to request Town Council approval of a resolution (**Attachment A**) for an Intergovernmental Agreement (IGA) between the Town of Castle Rock (Town), Dominion Water and Sanitation District (Dominion), and Parker Water and Sanitation District (PWSD) for the design and construction of the Canyons Waterline Metering Vault. This metering vault will be constructed with a capacity of 25.2 million gallons per day (MGD) and will measure flows through the Canyons Pipeline to deliver WISE to the Town and to Dominion (through the Town's system). The vault will replace the meter owned and operated by Castle Rock Water (CRW) at the Ray Waterman Water Treatment Plant and act as the primary meter for measuring flows (**See Attachment B**). This was originally contemplated in the Wheeling IGA with the Town and PWSD.

Castle Rock and Dominion will be responsible for their pro-rata share of the metering vault costs. The cost splits would be 83.33% for Castle Rock and 16.67% for Dominion. Castle Rock's share is larger due to the fact that we will be receiving ultimately 21 MGD through this vault and Dominion will receive 4.2 MGD. Parker would not bear any costs for this metering vault. The estimated costs for the engineering consultants design work is \$50,000 and the estimated construction cost is \$608,000. The schedule for construction is not currently known but will likely take place in 2023.

History of Past Town Council, Boards & Commissions, and Other Discussions

On March 6, 2018 Town Council approved the Wheeling Agreement between Parker Water and Sanitation District and the Town of Castle Rock.

Discussion

Item #: 5. File #: WC 2022-061

On May 19, 2022, Staff from the Town and PWSD had a video conference to discuss the proposed meter vault that is being designed by PWSD's consulting engineer (Providence Infrastructure Consultants). To date, PWSD and the Town have been using the metering vault located at Ray Waterman to determine the quantity of water delivered to CRW and for billing purposes; however, the Wheeling IGA between the Town and PWSD provides that "The volume of water delivered by PWSD to Castle Rock at the Point of Delivery shall be measured by a meter owned and operated by PWSD located at the Point of Delivery, except that until such time as PWSD installs its own meter at the interconnect point designated in Exhibit A as the Castle Rock Interconnect, the volume of water shall be measured by a meter owned by Castle Rock at Castle Rock's metering point at Ray Waterman." Furthermore, Section 2.D of the IGA provides that PWSD is not responsible for the cost of the facilities; however, in association with the tank work they are performing in the area, they included this metering vault work.

Given the opportunity to include this meter vault work along with the other PWSD infrastructure improvements, it is time to develop a cost sharing IGA. Castle Rock and Dominion will be responsible for their pro-rata share of the metering vault costs. The splits would be $21/25.2 = 83.33\%$ for Castle Rock and 16.67% for Dominion (the larger flow split is due to the fact that Castle Rock ultimately will be receiving 21 MGD through this vault [6 MGD WISE, 3 MGD Box Elder, and 12 MGD from water treated at PWSD's Rueter - Hess Water Purification Facility]). PWSD would not bear any costs for this metering vault. The estimated costs for the engineering consultants design work is \$50,000 and the estimated construction cost (Garney is the General Contractor) is \$608,000.

Budget

The total estimated costs are six hundred fifty-eight thousand dollars (\$658,000.00).

The estimated project costs and capacity shall be allocated as follows

Castle Rock: $83.33\% * \$658,000 = \$548,311$ for 21 MGD

Dominion: $16.67\% * \$658,000 = \$109,689$ for 4.2 MGD

The Water Resources CIP/ WISE Infrastructure account <211-4375-443.77-72> will be used to pay for costs associated with this project.

Recommendations

Staff recommend that Town Council approve the IGA as presented.

Proposed Motion

"I move to recommend to Town Council approval of the Resolution as presented"

Attachments

Attachment A: Resolution (Not Attached)

Item #: 5. File #: WC 2022-061

Exhibit 1: Agreement
Attachment B: Project Location Map

INTERGOVERNMENTAL AGREEMENT
METERING VAULT (Canyons Waterline Extension Project)

THIS AGREEMENT ("Agreement") is effective the ___ day of _____ 2022 and is entered by and between the **Town of Castle Rock, a Colorado home rule municipality, acting by and through the Castle Rock Water Enterprise ("Castle Rock")**, the **Dominion Water and Sanitation District ("Dominion")**, and the **Parker Water and Sanitation District ("PWSD")** (collectively, the "Participants"), all quasi-municipal or municipal corporations and political subdivisions of the State of Colorado.

RECITALS

WHEREAS, the Participants are authorized and desire to enter into this Agreement regarding participation in and payment of the costs associated with the design and construction of a metering vault with an estimated 25.2 MGD capacity that is needed to measure flows through the Canyons Pipeline to deliver WISE and other water to the Participants (the "Vault")

WHEREAS, the Vault is intended to replace the meter owned by Castle Rock at Castle Rock's metering location at Ray Waterman as the primary meter for measuring flows to the Participants;

WHEREAS, the Participants desire to memorialize their participation in the costs associated with the design and construction of the Vault and the capacity in such Vault to be allocated between Castle Rock and Dominion; and

WHEREAS, PWSD shall contract for and lead the design and construction activities on behalf of the Participants under terms reasonably acceptable in the Denver Metropolitan market and shall oversee all aspects of the related contracts (the "Design Contract" and "Construction Contract").

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participants agree as follows:

SECTION 1. MANAGEMENT / ADMINISTRATION

A. Meetings of Participants. The Participants shall meet as necessary to address items required under this Agreement and related to the design and construction of the Vault. Should any aspect of the design or any decision by the Participants relating to the design be judged by PWSD to have a detrimental financial, technical or operational impact on PWSD, then PWSD shall provide notice to the Participants objecting to the matter along with a detailed explanation of the basis for the objection, including any relevant information supporting the objection and any proposed alternatives acceptable to PWSD. If the Participants cannot resolve the objection to the satisfaction of PWSD within thirty (30) days of delivery of the objection, PWSD or any Participant may terminate this Agreement by providing written notice of such termination to each of the Participants within fifteen (15) days of expiration of the 30-day resolution period.

B. Design and Construction. PWSD shall contract for the design and construction activities under terms reasonably acceptable in the Denver Metropolitan market and shall oversee all aspects of the Design and Construction Contracts. The other Participants shall not be parties to the Design and Construction Contracts and shall have no liability thereunder. PWSD shall provide reports and documentation as may be reasonably requested by the Participants related to the design process and status of activities related thereto. Following the design, each Participant will be supplied with a complete set of the design documents and plans upon request. Prior to PWSD executing a Construction Contract, the Participants shall approve the total expenditure amount of the Construction Contract. If a Participant does not approve the total expenditure for the Construction Contract, it will have no rights to any use of the Vault and shall be subject to costs as set forth in Section 2, below.

SECTION 2. COSTS

A. Allocation. The costs associated with the Vault design and construction shall be shared by the Participants on a pro rata basis as set forth in **Exhibit A**, which is attached hereto and incorporated herein. The costs in **Exhibit A** are estimates and shall be adjusted after the design is complete and again after the actual final design and construction costs have been incurred. PWSD is prohibited from incurring any costs in excess of those set forth in **Exhibit A**, as adjusted upon completion of the design, without unanimous consent of the Participants.

B. Remaining Funds. If, upon termination of this Agreement, there are funds remaining, such funds shall be refunded to the Participants pro-rata based upon the amount of funds each Participant contributed.

SECTION 3. BILLING

Each Participant agrees to pay the amount set forth in **Exhibit A** to PWSD within forty-five (45) days of the date of the invoice following the execution of this Agreement. Failure of a Participant to pay the amounts due under this Agreement shall be a breach of this Agreement. Upon completion of the design, the amounts paid by each shall be adjusted based upon the final estimated costs. If additional costs are agreed upon, each Participant shall pay their share as agreed upon.

SECTION 4. REMEDIES

A. In the event any Participant alleges any other Participant is in breach or default of this Agreement, the non-defaulting party shall first notify the defaulting party, and other Participants in writing of such default and specify the exact nature of the alleged default in such notice. Except in the case of non-payment of amounts due, the defaulting party shall have thirty (30) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder, provided that: (i) such default is capable of being cured, (ii) the defaulting party has commenced such cure within said 30-day period, and (iii) the defaulting party diligently prosecutes such cure to completion. If such default is not of a nature that can be cured in such thirty (30) day period, corrective action must be commenced within such period by the defaulting party and thereafter diligently pursued, but in no

event shall the cure period exceed one hundred twenty (120) days. In the case of default for non-payment of amounts due, the defaulting party shall have seven (7) working days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder.

B. All late payments shall be subject to a one-time late fee of 5% of the amount due.

C. All amounts due but unpaid shall be subject to interest at 1.5% on the invoiced amount per month from the date that the payment was originally due.

D. In the event of breach of any provision of this Agreement, in addition to contractual remedies, any party may seek from a court of competent jurisdiction temporary and/or permanent restraining orders, or orders of specific performance, to compel the other party to perform in accordance with the obligations set forth under this Agreement.

E. All remedies set forth in this Agreement shall be cumulative.

F. Nothing in this Agreement shall be deemed to constitute a waiver of immunity granted to the Participants under Colorado law.

SECTION 5. WITHDRAWAL OF A PARTICIPANT

A Participant may withdraw from this Agreement upon ninety (90) days written notice to the other Participants. If, due to a Participant's withdrawal a redesign is necessary or changes to the construction are required, the withdrawing Participant shall pay the associated costs to accommodate the withdrawal. Except for the payments made per **Exhibit A** and the additional costs associated with the Participant's withdrawal, the withdrawing Participant shall have no further obligations or rights with respect to this Agreement. Additionally, no withdrawing Participant shall be refunded any amounts paid prior to the withdrawal pursuant to this Agreement.

SECTION 6. OWNERSHIP AND CAPACITY ALLOCATION

A. PWSD shall be the sole owner of the Vault upon completion of construction and shall be responsible for its operation, maintenance, repair, and replacement, as necessary.

B. PWSD hereby grants to Dominion and Castle Rock the right to capacity in the Vault as set forth in **Exhibit A**.

SECTION 7. MISCELLANEOUS

A. Further Obligations: This Agreement does not obligate the Participants to participate in any future agreements or any amendment of this Agreement. Performance under this Agreement confers the right to participate in construction, operation, and ownership of the Vault, in accordance with the ownership percentage and pro-rata share shown in **Exhibit A**, subject to future agreements or amendments to this Agreement.

B. Notices: All notices, correspondence and other communications required or permitted by this Agreement shall be in writing and may be delivered by one of the following means:

- 1) In person (by hand delivery or professional messenger service).
- 2) By first class mail. Any such notice sent by mail shall be deemed to have been duly given and received three (3) business days after the same is mailed within the continental United States.
- 3) By Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery. Notices delivered by overnight service shall be deemed to have been given one (1) business day after delivery of the same to the U.S. Postal Service or private courier.
- 4) By facsimile transmission. If any notice is transmitted by facsimile transmission or similar means, the same shall be deemed given upon confirmation of transmission thereof.
- 5) By e-mail. If any notice is transmitted by e-mail, the same shall be deemed given upon confirmation of receipt thereof.

All notices shall be addressed as set forth in **Exhibit B** or at other such addresses as the Participants may hereafter or from time to time designate by written notice to the other Participants.

C. Annual Appropriation: All monetary obligations under this Agreement are subject to annual appropriation. This Agreement shall not be deemed to constitute a multi-fiscal year obligation or debt of any of the Participants.

D. Relationship of Participants. This Agreement does not and shall not be construed as creating a relationship of joint ventures, partners, or employer-employee between the Participants.

E. Liability of Participants. No provision, covenant or agreement contained in this Agreement, nor any obligations herein imposed upon each Participant nor the breach thereof, nor the issuance and sale of any bonds by a Participant, shall constitute or create an indebtedness of the other Participants within the meaning of any Colorado constitutional provision or statutory limitation. No Participant shall have any obligation whatsoever to repay any debt or liability of the other Participant.

F. Assignment. Neither this Agreement, nor any of a Participant's rights, obligations, duties or authority hereunder may be assigned in whole or in part by such Participant without the prior written consent of a majority in number of the other Participants. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

G. Modification. This Agreement may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized by all of the Participants. No

consent of any third party shall be required for the negotiation and execution of any such agreement.

H. Waiver. The waiver of a breach of any of the provisions of this Agreement by a Participant shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

I. Integration. This Agreement contains the entire agreement between the Participants and no statement, promise or inducement made by a Participant or the agent of a Participant that is not contained in this Agreement shall be valid or binding.

J. Severability. Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

K. Headings for Convenience Only. The headings, captions and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any of the provisions of this Agreement.

L. No Third Party Beneficiaries. There are no express or implied third-party beneficiaries of this Agreement. No third party has any right to enforce this Agreement.

M. Counterparts. This Agreement may be executed in counterparts, each of which, when combined, shall be deemed to be an original. Facsimile or scanned signatures shall be an acceptable form of execution of this Agreement.

[SIGNATURE PAGE(S) TO FOLLOW]

APPROVED by the Participants effective as of the date first set forth above.

	<p>DOMINION WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, acting by and in its capacity as a water activity enterprise pursuant to Article 45.1, Title 37, C.R.S.</p> <p>BY: _____</p> <p>ITS: _____</p>
<p>PARKER WATER AND SANITATION DISTRICT</p> <p>BY: _____ Ron R. Redd, P.E., Manager</p>	

ATTEST:

TOWN OF CASTLE ROCK,
a municipal corporation and political subdivision of the State of Colorado, acting by and through the Castle Rock Water Enterprise

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water

EXHIBIT A

**METERING VAULT
ESTIMATED COSTS AND CAPACITY ALLOCATION**

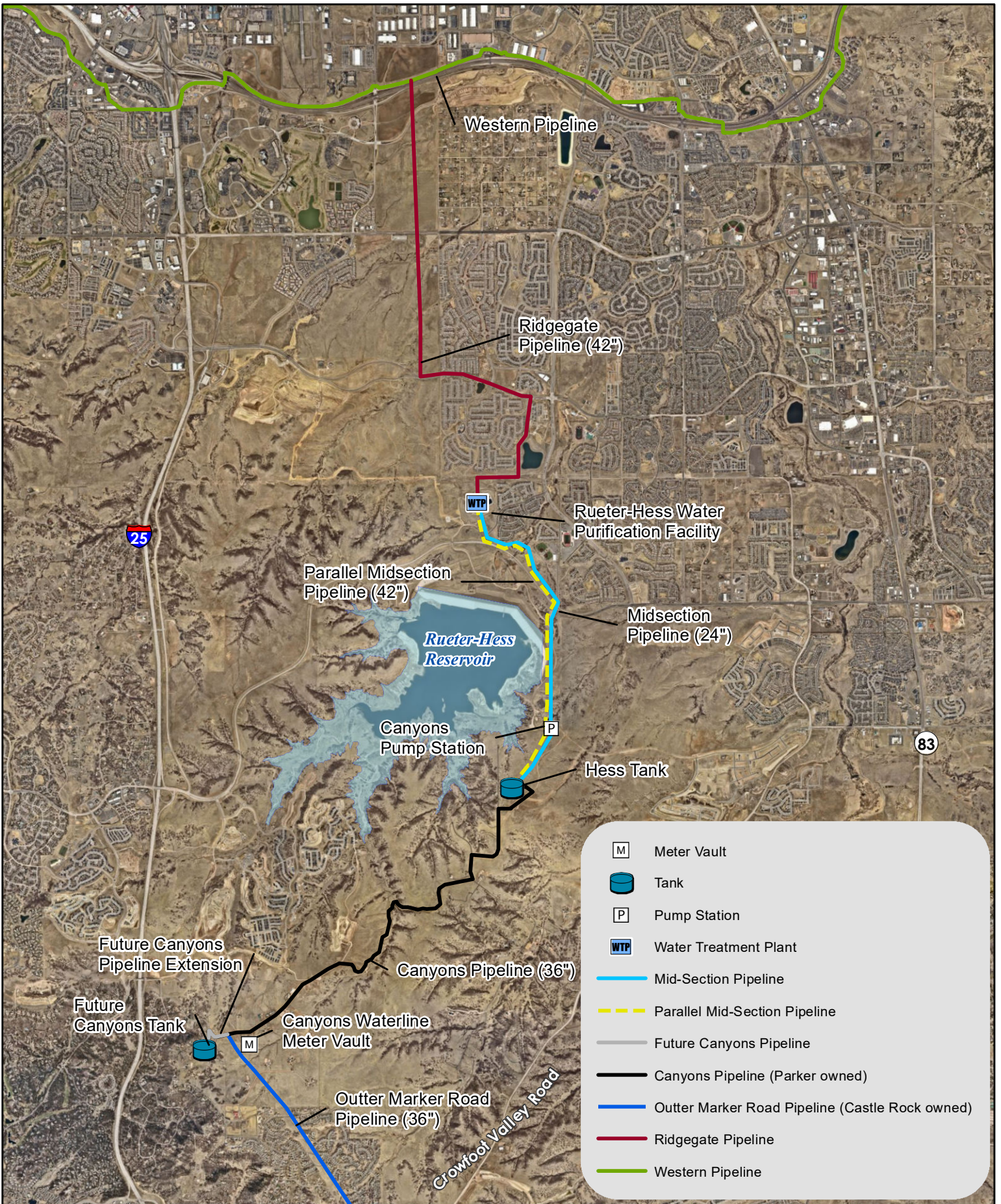
1. The estimated capacity of the Vault shall be 25.2 MGD.
2. The total estimated costs are Six Hundred Fifty-Eight Thousand Dollars (\$658,000.00), which are comprised of an estimated amount of Fifty Thousand Dollars (\$50,000.00) for design costs and an estimated amount of Six Hundred Eight Thousand Dollars (\$608,000.00) for construction costs.
3. The costs and capacity shall be allocated as follows
 - Castle Rock: 21/25.2 (83.33%)
 - Dominion: 4.2/25.2 (16.67%)

EXHIBIT B

METERING VAULT

**CONTACT INFORMATION
FOR PARTICIPANTS**

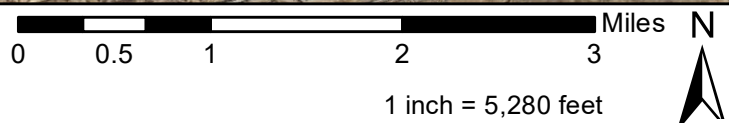
<p>Castle Rock Water 175 Kellogg Court Castle Rock, CO 80109 Attn: Mark Marlowe Facsimile: 303-688-0437 E-mail: mmarlowe@crgov.com</p> <p>With a copy to: Town of Castle Rock 100 N. Wilcox Street Castle Rock, CO 80104 Attn: Michael J. Hyman, Town Attorney Facsimile: 303-660-1024 E-mail: mhyman@crgov.org</p>	<p>Dominion Water & Sanitation District 1805 Shea Center Drive, Suite 210 Highlands Ranch, CO 80129 Attn: Facsimile: 303-232-9088 E-mail: @sterlingranchcolorado.com</p>
<p>Parker Water and Sanitation District 18100 E. Woodman Drive Parker, CO 80134 Attn: Ron Redd Facsimile: (303) 901-0175 E-mail: rredd@pwsd.org</p>	



Attachment B

Project Location Map

Date: 7/14/2022





Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 6. **File #:** WC 2022-062

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Roy Gallea, P.E., Engineering Manager
Shantanu Tiwari, CIP Project Manager

Resolution Approving a Design Agreement between the Town of Castle Rock and W.W. Wheeler for the Expansion of Castle Rock Reservoir No. 1 (CRR1) [Plum Creek Trust Property in Douglas County near Sedalia, CO]
Town Council Agenda Date: August 16, 2022

Executive Summary

Castle Rock Water is seeking Town Council approval of a Resolution (**Attachment A**) approving a services agreement **Exhibit 1** with W. W. Wheeler & Associates (Wheeler) to provide design services for the enlargement of Castle Rock Reservoir No.1 (CRR1). The expansion seeks to increase the storage capacity of the reservoir from its current 240 acre-foot capacity to approximately 500 acre-feet. Wheeler has proposed a fee of \$304,800 for this work. Additionally, staff is also requesting approval of a 10% Town-managed contingency (\$30,480) for a total project authorization of \$335,280.

Wheeler shall undertake the work upon execution of the agreement and shall complete work no later than August 31, 2023. A location map for the proposed Castle Rock Reservoir No. 1 is provided (**Attachment B**).

Discussion

Castle Rock Water's long-term goal is to provide a sustainable, reliable, and renewable water supply for all of Castle Rock's citizens and businesses. Water storage plays a primary role in Castle Rock Water's long-term Water Resources Strategic Master Plan (Plan). As part of this Plan, the Town of Castle Rock purchased water supply infrastructure from United Water & Sanitation District in 2017. A 240 acre-foot raw water storage reservoir, Castle Rock Reservoir No.1, was part of this purchase. Due to poor construction practices and the deterioration in the reservoir liner, the Town has been forced to reduce the operating capacity of the reservoir from 240 to 180 acre-feet (a 25% reduction). CRW staff seeks to retain Wheeler to design an expansion of the reservoir to increase the storage capacity to approximately 500 acre-feet. W. W. Wheeler & Associates, Inc. is familiar with and has a history with the project site. Wheeler staff designed the original Plum Creek Diversion System and are the current design engineers for the Town's future reservoir, Castle Rock Reservoir No. 2

(CRR2).

Staff is recommending that this construction contract be sole-sourced (**Attachment C**) to Wheeler due to the urgency of this project and to get the permitting process started with the State Engineer's Office and Douglas County. Additionally, with Wheeler engaged in the design of CRR2 and their familiarity with the storage system as a whole, they are uniquely qualified to design this project. In reviewing their proposed fee, staff believes the fee to be competitive. For reference, the estimated cost of construction is \$XXXX, and the Wheeler fee is approximately XX% of this construction estimate. Typically design costs are XX% of construction costs. When reviewing the Wheeler design costs for CRR2, the costs are \$X and estimated to be XX% of the final construction cost estimate.

Budget Impact

The Water Resources CIP Account <211-4375-443.79-15> Reservoir Upgrades will be used to fund this project. This account currently has a balance of \$ 6,807,968. Staff requests an additional \$30,480 (Town-managed 10% contingency) be authorized for a total project authorization of \$335,280.

Account Number/Name	Total Cost
WR CIP <211-4375-443.79-15> Reservoir Upgrades	\$335,280

Proposed Motion

"I move to recommend to Town Council approval of the Resolution as presented"


Attachments

- Attachment A: Resolution (Not Attached)
- Exhibit 1: Services Agreement (Not Attached)
- Attachment B: Infrastructure Location Map
- Attachment C: Sole Source

Attachment B

Location Map-CRR1 and CRR2 Reservoir Site



	SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM	Approval Date 1/1/2018
	DIVISION AND POLICY NUMBER PURCHASING	Revision Date N/A

COMMODITY OR SERVICE _____

VENDOR _____

AMOUNT OF PURCHASE \$ _____

REQUESTORS NAME _____

DEPARTMENT _____

DEPARTMENT DIRECTOR's Approval _____

FINANCE DEPARTMENT's Approval _____

TOWN MANAGER's (or Designee) Approval _____

PURCHASING POLICY EXCEPTION ITEM	CHECK ONE
1. Item(s) or service has been formally awarded to a vendor by the State of Colorado, MAPO, or other cooperative purchasing group and the product meets the needs of the Town of Castle Rock.	<input type="checkbox"/>
2. The product or service is of a unique nature, or allows for standardization with existing equipment and will provide exceptional value to the Town of Castle Rock.	<input type="checkbox"/>
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	<input type="checkbox"/>
4. Town of Castle Rock currently has a contract in place with a vendor for like products or services and the compatibility and/or continuity of those products or services are paramount to the success of the department or Town function.	<input type="checkbox"/>

Per Municipal Code 3.02.060:

Purchases over \$1,000 and up to \$5,000 require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidder.

Purchases over \$5,000 and up to \$75,000 require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over \$75,000 require formal written sealed bids unless waived by the Town Council on the basis of sole source, emergency or unresponsive bidders.

The requesting department must provide written justification in addition to the one bid/quote to the Finance Department for review and forward it to the Accounting Manager. **Attach additional sheets as necessary.**



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 7. **File #:** WC 2022-063

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Nichol Bussey, Business & Solutions Manager
Paul Rementer, Enterprise Fund Analyst

Introduction to the 2023 Rates & Fees
Town Council Agenda Date: August 16, 2022

Executive Summary

This will be a presentation only.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 8. **File #:** WC 2022-064

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water

Update on Drought Conditions
Town Council Agenda Date: NA

Executive Summary

This is an informational update only - no memo.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 9. **File #:** WC 2022-065

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water

Update on Regional Wastewater Proposal
Town Council Agenda Date: NA

Executive Summary

This will be an update only - no memo.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/27/2022

Item #: 10. **File #:** WC 2022-066

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water

Upcoming Town Council Items
Town Council Agenda Date: NA

Executive Summary

This item is an informational update only, and is designed to give Commission a preview of time critical items that may need to go to Council prior to review at a Commission Meeting.

Items for this month include:

There are no items at this time.