

Posted on June 11, 2024 at: _____



TOWN OF WIGGINS

**BOARD of TRUSTEES
WORK SESSION**

June 12, 2024, 2024 at 7:000 P.M.

**304 CENTRAL AVENUE
WIGGINS, CO 80654**

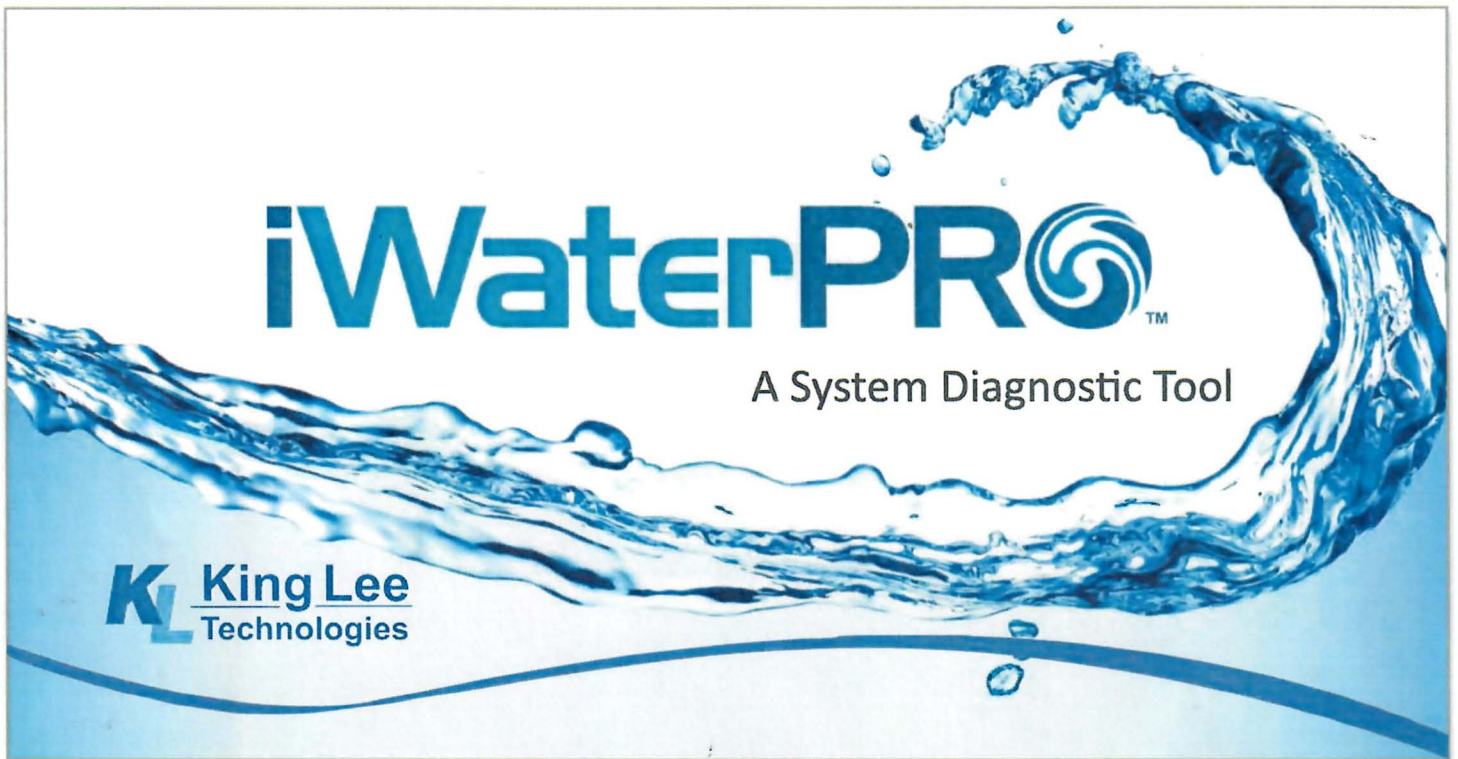
***THE PUBLIC IS INVITED & ENCOURAGED TO ATTEND THE MEETING VIA ZOOM
OR WATCH ON YOUTUBE IF THEY ARE UNABLE TO ATTEND MEETING IN PERSON***

GO TO THE FOLLOWING SITE <https://us06web.zoom.us/j/82016603203> FOR THE MEETING LINK

WORK SESSION AGENDA

<u>AGENDA TOPIC</u>	<u>ESTIMATED TIME</u>
1. Discussion Regarding Fourth of July Celebration	15 minutes
2. Discussion on Karen Street Drainage Improvements	30 minutes
3. Discussion on RO Plant Membrane Monitoring	15 minutes
4. Discussion Regarding Castle Rock Lease	15 minutes
5. Discussion Revising Truck Route Designation in Town	15 minutes
6. Updates and Other Items	5 minutes

The Board of Trustees may adjourn for a brief Special Meeting after the Work Session



What is iWaterPRO™?

iWaterPRO™ is King Lee's new, innovative web application for reverse osmosis system management.

What does iWaterPRO™ do?

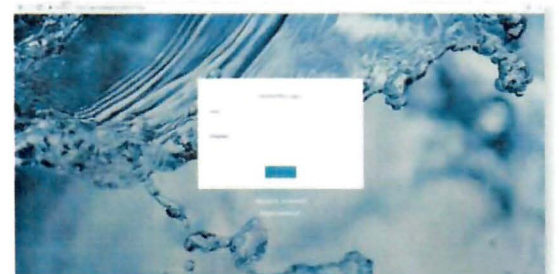
iWaterPRO™ graphs long-term trends and gives you system diagnostics, notifications, and recommendations to help maximize the life of your membranes.

- System Data Normalization
- Automated Data Interpretation and Recommendations
- Warnings and Alerts via Notification Center
- Graphs Long-Term Trends
- Interactive and Customizable
- Encrypted Web-Based Data You Can Access Anywhere
- Easy Access to Support
- Mobile Phone App Supported
- Periodic Emailed Performance Reports

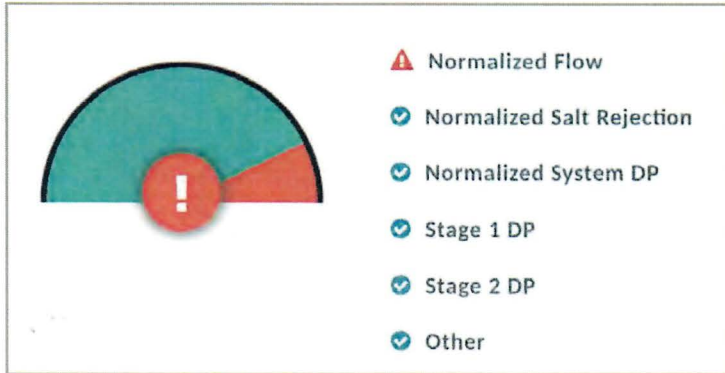
Web- and Mobile-Based: Access Anytime, Anywhere



- Mobile phone app allows for easy offline or online data entry and viewing 24/7/365.
- Web-based and available anywhere via the internet.



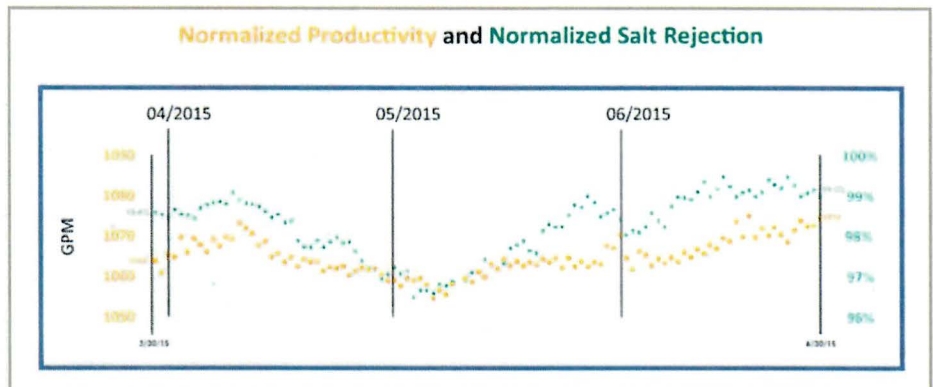
The Dashboard: A Snapshot of System and Site Health



- Shows all RO systems and sites at a glance in one centralized location.
- Individual health gauges provide current overall status of each system.
- Alerts operators to potential problems with the RO performance.
- Signals recommended cleanings in advance.

Graphs: Interactive and Customizable Long-Term Trends

- Event markers show notifications on trend charts.
- Choose the date range and parameters you want to view.
- Flexible and simple data entry allows users to choose from single-day entry or multi-day entry, or to upload data with an excel template.



Notifications: Instant and Periodic Feedback and Recommendations

- Notification center provides a centralized and organized place for alerts and recommendations.
- Warnings and alerts to schedule cleanings and maintenance.
- Flags events on graphs and in the notification center.
- Creates printable and emailed status reports for each train.



Learn more!

Contact us at [858-693-4062](tel:858-693-4062) or klt@kingleetech.com.

8949 Kenamar Dr, Bl 107

San Diego, CA 92007

KingLeeTech.com iWaterPRO.com

QUOTE

Proposal For:

Tom Acre / Beau Warden
 Town of Wiggins, CO
 304 Central Ave
 Wiggins, CO 80654
 (970)441-1974
bwarden@wigginsco.com
 April 5, 2024

Prepared By:

Mike Pineda
 Regional Manager – Central U.S.
 King Lee Technologies
 8949 Kenamar Drive, Bldg. 107
 San Diego, CA
 (858) 693-4917 – CA office
 (210) 557-3073 – TX office
mikepineda@kingleetech.com

Item Pricing and Description

Item	Description	U/M	Qty	Net Price	Ext. Price
1	iWaterPro, web application for reverse osmosis system management. iWaterPRO™ graphs long-term trends and gives you system diagnostics, notifications, and recommendations to help maximize the life of your membranes.	Annual	1	\$6,000.00	\$6,000.00
Subtotal					\$6,000.00
Sales Tax					\$0.00
Freight					\$PPA
Total					\$6,000.00

Proposal Notes:

Annual subscription. With the cost of the iWaterPro subscription comes our technical support in giving your municipal a second set of eyes for reviewing and monitoring the data at the King Lee office OR as requested by you.

- This quote is valid for 30-days.
- Payment terms are Net 30
- The pricing listed does not include applicable sales tax.
- We require hard documentation for King Lee Technologies to process your order. For your convenience, we can start processing your order by signing and returning the quote to:
 - Fax to: (858) 693-4917
 - Email to: mikepineda@kingleetech.com (PREFERRED)

Accepted By _____

Print _____

Date _____



STAFF SUMMARY

Board of Trustees Special Meeting

June 12, 2024

DATE: June 10, 2024

AGENDA ITEM NUMBER: 3

TOPIC: Approving a Water Lease Agreement Between the Town of Castle Rock and the Town of Wiggins for the Purpose of Leasing Augmentation Water

STAFF MEMBER RESPONSIBLE: Tom Acre, Town Manager

BACKGROUND:

The Town of Wiggins has been leasing excess recharge credits from the Town of Castle Rock for augmentation of our pumping depletions since we first entered into a lease agreement on January 5, 2016. The initial lease term was for three years and allowed for the use of 180 acre-feet in 2016, increasing to 300 acre-feet in the second and third years.

On March 8, 2017, the Town of Wiggins and the Town of Castle Rock amended the lease to extend the term of the lease to June 30, 2022 and increased the amount recharge credits to 600 acre-feet per year. The lease was further amended in June 2022 extending the lease for two years (June 30, 2024) to lease 325.4 acre-feet the first year and 600 acre-feet in the second year.

SUMMARY:

The lease agreement being considered allows for the Town of Wiggins to lease 584 acre-feet for an additional year. The cost of leased water is \$135 per acre-foot and will provide recharge credits for our well pumping depletions in the South Platte River Aquifer alluvium as a part of our augmentation plan in addition the recharge credits accounted for through the Kammerer Recharge ponds.

FISCAL IMPACT:

The impact to the Water Enterprise budget is \$78,840.

APPLICABILITY TO TOWN OBJECTIVES AND GOALS TO PROVIDE SERVICES:

The Town of Wiggins strives to provide adequate and quality water for its citizens. Having adequate recharge credits to meet its pumping demands is part of providing this water.

OPTIONS AVAILABLE TO THE BOARD OF TRUSTEES:

The Board of Trustees could adopt this Ordinance as presented, request a modification, or not adopt the Ordinance.

MOTION FOR APPROVAL:

I make a motion to adopt Ordinance 05-2024 – An Ordinance Approving a Water Lease Agreement Between the Town of Castle Rock and the Town of Wiggins for the Purpose of Leasing Augmentation Water

ACTION REQUESTED:

MOTION, SECOND, ROLL-CALL VOTE

(Emergency Ordinances require affirmative votes from a minimum of six (6) Trustees.)

Section 2. Truck traffic is prohibited on Main Street south from Central Avenue to 5th Avenue. No vehicles in excess of ten thousand (10,000) pounds shall be driven, moved or operated on Main Street between Central Avenue and 5th Avenue.

Section 3. The terms and provisions of this Resolution shall not apply to emergency vehicles, vehicles making deliveries or pick-ups in the normal course of business, school buses on a regular route, vehicles patronizing businesses accessible only via the restricted roadways, utility and maintenance vehicles engaged in utility upgrades or restoration or road maintenance on the restricted roadway, recreational vehicles, and vehicles operated by the State, Town or other political subdivision, as further detailed in Ordinance No. 04-2015.

Section 4. All other resolutions or portions thereof inconsistent or conflicting with this resolution or any portion thereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. This resolution shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under any prior resolution, and each provision of any such prior resolution shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

INTRODUCED, ADOPTED AND RESOLVED THIS ____ DAY OF JUNE, 2023.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

**TOWN OF WIGGINS, COLORADO
ORDINANCE NO. 05-2024**

**AN EMERGENCY ORDINANCE APPROVING A WATER LEASE AGREEMENT BETWEEN THE TOWN OF
CASTLE ROCK AND THE TOWN OF WIGGINS FOR THE PURPOSE OF LEASING AUGMENTATION
WATER**

WHEREAS, the Town, acting by and through its Water Enterprise, is authorized by applicable law, including but not limited to C.R.S. § 31-15-801 et seq., to enter into long-term lease agreements for governmental or proprietary purposes; and

WHEREAS, the Town previously entered into a Water Lease Agreement with the Town of Castle Rock dated January 5, 2016; and

WHEREAS, the Town entered into a First Amendment to the Water Lease Agreement dated March 8, 2017, which extended the term of the lease and increased the amount of leased water as it becomes available; and

WHEREAS, the Town entered into a Water Lease Agreement on June 17, 2022, which extended the term of the lease for an additional two years to June 30, 2024; and

WHEREAS, the Board of Trustees deems it necessary and desirable for the efficient and proper functioning of the Town and for the health and safety of the Town's inhabitants to continue to lease from the Town of Castle Rock certain recharge credits for augmentation of the Town's tributary well pumping; and

WHEREAS, the Board of Trustees has determined it is in the best interest of the Town and its inhabitants to enter into the lease contemplated herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO:

Section 1. The proposed Water Lease Agreement Between the Town of Castle Rock and the Town of Wiggins, acting by and through the Town of Wiggins Water Enterprise, and the Town of Castle Rock, acting by and through the Town of Castle Rock Water Enterprise (the "Lease") is hereby approved in essentially the same form as the copy of such Lease accompanying this Ordinance. This Ordinance and the parties' obligations under the Lease are subject to the provisions and contingencies set forth in the Lease.

Section 2. The Mayor and Town Clerk are authorized to execute the Lease in substantially the same form as the copy attached hereto; further, the Mayor and Town Manager are hereby granted the authority to negotiate and approve such revisions to the Lease as the Mayor, Town Manager and

legal counsel for the Town determine are necessary or desirable for the protection of the Town, so long as the material terms and conditions of the Lease are not altered.

Section 3. The Mayor, Town Manager, Town Clerk and Town Staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Lease.

Section 4. The Board of Trustees herewith finds, determines and declares that this Ordinance is necessary to the immediate preservation of the public health, safety, and welfare to ensure the availability and sustainability of the Town’s water sources. Therefore, the Board of Trustees herewith further finds, determines and declares that it is necessary for this Ordinance to take effect immediately, provided the same has been adopted and signed by the Mayor and approved by three-fourths of the entire Board of Trustees.

INTRODUCED, READ, ADOPTED, APPROVED, AND ORDERED PUBLISHED BY TITLE ONLY, BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO THIS 12th DAY OF JUNE, 2024.

TOWN OF WIGGINS, COLORADO

Christopher Franzen, Mayor

ATTEST:

Nichole Seiber, Town Clerk

I, Nichole Seiber, Town Clerk of the Town of Wiggins, Colorado, hereby certify and attest that the foregoing Ordinance No. 05-2024 was introduced, read, adopted and ordered published by title only, at a regular meeting of the Board of Trustees of the Town of Wiggins, Colorado on the 12th day of June, 2024. This Ordinance was published in The Fort Morgan Times on June ____, 2024.

Dated _____

**WATER LEASE AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND THE TOWN OF WIGGINS**

THIS WATER LEASE AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2024, by and between the Town of Castle Rock, a home rule municipal corporation by and through the Town of Castle Rock Water Enterprise (“Castle Rock”), as lessor, and the Town of Wiggins, by and through the Wiggins Water Enterprise (“Wiggins”), as lessee. Castle Rock and Wiggins are collectively referred to as “the Parties.”

RECITALS

WHEREAS, Castle Rock owns 60.4 percent of the first 1,275 acre-feet (a.f.), up to 770 a.f. annually, of recharge credits decreed in Case No. 89CW27, District Court, Water Division No. 1, (“Rothe Recharge Credits”); and

WHEREAS, pursuant to Case No. 89CW27, Castle Rock and other owners operate the Sublette Recharge Project (“Project”), which diverts water from the South Platte River at the Riverside Canal into recharge ponds that accrete water to the South Platte River to generate recharge credits; and

WHEREAS, recharge credits from the Project are used by Castle Rock and the other owners to augment depletions from alluvial wells pursuant to Case No. 89CW27; and

WHEREAS, Case No. 89CW27 authorizes the lease of excess recharge credits to third parties for use in judicially approved plans for augmentation; and

WHEREAS, Wiggins desires to lease excess Rothe Recharge Credits for augmentation of Wiggins’ tributary well pumping pursuant to Case No. 11CW131 and Castle Rock desires to lease such excess Rothe Recharge Credits to Wiggins.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Castle Rock and Wiggins agree as follows:

1. **Lease of Water.** Castle Rock hereby leases to Wiggins five hundred eighty-four (584) acre-feet (a.f.) of the excess Rothe Recharge Credits (“Leased Water”).
2. **Lease Price.** Wiggins shall pay to Castle Rock one hundred thirty-five dollars (\$135.00) per a.f., totaling seventy-eight thousand eight hundred forty dollars (\$78,840) for the Leased Water. Wiggins shall submit payment in full for the Leased Water to Castle Rock on or before July 30, 2024.
3. **Term.** This Agreement shall commence on July 1, 2024 and terminate on June 30, 2025, provided that the parties may renew this Agreement upon written agreement by both parties.

4. **No Warranties or Guarantees.** Subject to sub-paragraphs 4.a. through 4.c. below, Castle Rock shall make available to Wiggins the Leased Water.

a. The Town shall deliver the Leased Spot Water to Wiggins on the following monthly schedule: 41.7 AF in July 2024, 62 AF in August 2024, 41.3 AF in September 2024, 63.3 AF in October 2024, 46.7 AF in November 2024, 43.8 AF in December 2024, 42.5 AF in January 2025, 37.7 in February 2025, 43.6 in March 2025, 52.6 AF in April 2025, 55.3 AF in May 2025, and 53.5 AF in June 2025. Actual day-to-day deliveries of Leased Spot Water to Wiggins will vary and are in the Town's sole discretion, provided that the Town guarantees a minimum of 0.01 AF will be available daily.

b. Castle Rock will make the Leased Water available to Wiggins on an "as is" basis. The decreed uses of the Leased Water include augmentation as set forth in Case No. 89CW27. It shall be the responsibility of Wiggins to obtain any additional approvals necessary to use the Leased Water for Wiggins' intended purposes, including but not limited to the approvals by the Colorado Division of Water Resources and the District Court, Water Division No. 1. Castle Rock shall cooperate with Wiggins in obtaining any required additional approvals from any entity. Castle Rock makes no warranties or guarantees that such approvals can be obtained.

c. Because of the possibility of drought, mechanical failures, or other extraordinary circumstances, Castle Rock cannot guarantee delivery of water. If Castle Rock cannot deliver to Wiggins the full 584 a.f., Castle Rock shall refund to Wiggins the lease price for any water requested but not delivered at a rate of \$135.00 per a.f. Such a refund shall be Wiggins' sole and exclusive remedy against Castle Rock for any breach or non-performance of any obligation under this Agreement.

5. **Remedy for Non-Payment.** If Wiggins fails to make any payment when due, Castle Rock may, after sixty (60) days written notice to Wiggins, declare this Agreement terminated and notify the Water Commissioner that the Leased Water is no longer available for augmentation.

6. **Accounting and Measurement.** Wiggins shall provide Castle Rock with accounting showing the monthly volume of the Leased Water actually used to augment well pumping before the tenth (10th) day of each month following such well pumping. Wiggins shall install and maintain flow measurement devices on any wells augmented using the Leased Water. Castle Rock may verify at any time the accuracy of the flow measurement devices used by Wiggins.

7. **No Carryover and No Credit Toward Payments.** Leased Water not used by Wiggins for augmentation in any year shall not carry over for the benefit of Wiggins into the next year. In addition, Wiggins shall not be entitled to a credit or a refund for payments made for Leased Water Wiggins did not actually use on an annual basis.

8. **Termination.** This Agreement may be terminated by either party, for any reason, with one-hundred and eighty (180) days advance written notice. Because pumping Wiggins's wells creates ongoing augmentation obligations that continue after pumping stops, if Castle Rock terminates under this provision, then notwithstanding termination, the lease shall continue only to the extent necessary for Wiggins to continue to augment ongoing depletions resulting from pumping prior to termination, but in no event shall Castle Rock have an obligation to provide Leased Water after the Termination Date.

9. **Notice.** All notices required to be given by either Party to the other shall be made in writing and: hand delivered; sent by first class United States mail, postage prepaid, addressed as follows; or via electronic mail as follows:

If to Castle Rock: Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104
Phone: (303) 660-1028
Legal@crgov.com

With a copy to: Town of Castle Rock
Attn: Mark Marlowe, Utilities Director
175 Kellogg Court
Castle Rock, CO 80109
Phone: (303) 733-6001
mmarlowe@crgov.com

If to Wiggins: Town of Wiggins
Attn: Tom Acre, Town Manager
304 Central Avenue
Wiggins, Colorado 80654

With a copy to: Hayes Poznanovic Korver LLC
Attn: Matthew S. Poznanovic, Water Counsel
700 17th Street, Suite 1800
Denver, CO 80202

10. **Entire Agreement.** This Agreement represents the entire agreement between the Parties on the matters set forth herein and supersedes all prior negotiations, representations or agreements respecting said matters whether written or verbal.

11. **Binding Agreement.** The execution of the agreement by Castle Rock, as lessor, and Wiggins, as lessee, constitutes the execution of a binding lease agreement by those Parties on the terms and conditions contained herein.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

(Remainder of page intentionally left blank; signature page to follow)

**TOWN OF WIGGINS, COLORADO
RESOLUTION NO. XX-2024**

A RESOLUTION DESIGNATING TRUCK ROUTES IN THE TOWN OF WIGGINS

WHEREAS, pursuant to C.R.S. § 42-4-106(3), the Town has the power to prohibit the operation of trucks or commercial vehicles on designated streets and highways or to impose weight limitations on such vehicles; and

WHEREAS, pursuant to Ordinance No. 04-2015, the Board of Trustees shall from time to time establish a truck route over which overweight vehicles shall be permitted to drive, operate and move; and

WHEREAS, The Board of Trustees adopted Resolution No. 28-2015 on May 13, 2015 establishing a truck route in Wiggins; and

WHEREAS, The Board of Trustees adopted Resolution No. 34-2023 on July 26, 2023 revising truck routes in Wiggins; and

WHEREAS, the Board of Trustees desires to revise the designated truck route restricting truck traffic on certain streets in the Town of Wiggins; and

WHEREAS, the Board of Trustees finds that the restriction of overweight and oversized vehicles on Town streets, with the exception of truck routes, is necessary to protect the health, safety and welfare of the Town's citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF WIGGINS, COLORADO, AS FOLLOWS:

Section 1. Vehicles in excess of ten thousand (10,000) pounds shall be driven, moved or operated within the corporate limits of the Town only on streets designated and posted as truck routes, a designation of which truck routes is incorporated herein and is set forth as follows:

- (1) Central Avenue from Highway 52/39 to Granite Street/West Town Limit
- (2) North Main Street from Central Avenue (Highway 6) to the CDOT/I-76 Right-of-Way
- ~~(3) Granite Street from Central Avenue (Highway 6) to West 3rd Avenue~~
- ~~(4) West 3rd Avenue from Granite Street to Agate Street~~
- ~~(5) West Corona from Main Street to the Town limits~~
- ~~(6) Curry Street from West Corona to 4th Avenue~~
- ~~(7) East Corona from Main Street to the Town limits~~