Town Council
Agenda - Final

Mayor Jason Gray
Mayor Pro Tem Laura Cavey
Councilmember Ryan Hollingshead
Councilmember Kevin Bracken
Councilmember Mark Davis
Councilmember Max Brooks
Councilmember Tim Dietz

Tuesday, July 15, 2025 **6:00 PM** **Town Hall Council Chambers**
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. July 15, 2025, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION

6:00 pm INVOCATION

6:05 pm CALL TO ORDER / ROLL CALL

- PLEDGE OF ALLEGIANCE

- COUNCIL COMMENTS

1. PROC 2025-009 **Proclamation: Smart Irrigation Month - July 2025** (For Presentation - Approved on July 1, 2025, by a vote 6-0)

- UNSCHEDULED PUBLIC APPEARANCES

Reserved for members of the public to make a presentation to Council on items or issues that are not scheduled on the agenda. As a general practice, the Council will not discuss/debate these items, nor will Council make any decisions on items presented during this time, rather will refer the items to staff for follow up.
Comments are limited to three (3) minutes per speaker. Time will be limited to 30 minutes. Residents will be given priority (in the order they signed up) to address Council, followed by non-residents representing Castle Rock businesses, then non-residents and businesses outside the Town of Castle Rock, as time permits.

- TOWN MANAGER'S REPORT

2. ID 2025-081 **Update: Calendar Reminders**

3. ID 2025-082 **Update: Monthly Department Reports**

4. DIR 2025-024 **Request to Town Council to place the proposed transfer of Town-owned property (former school site) near Loop Road and Crystal Valley Parkway on the September 2, 2025, Town Council Meeting agenda**

5. ID 2025-083 **Update: Second Quarter Major Projects**

6. ID 2025-084 **Update: Quasi-Judicial Projects**

7. ID 2025-085 **Development Services Project Updates**

- TOWN ATTORNEY'S REPORT

8. ID 2025-086 **Dawson Trails Metropolitan District No. 1 - Review of Proposed Bond Issuance**

- ACCEPTANCE OF AGENDA

If there are no changes, additions or deletions to the agenda, a motion to accept the agenda as presented will be accepted.

- CONSENT CALENDAR

These items are generally routine in nature or have been previously reviewed by Town Council and will be voted on in a single motion without discussion. Any member of Town Council may remove an item from the Consent Calendar.

9. RES 2025-079 **Resolution Approving a Construction Contract with Lighthouse Transportation Group, LLC for the Prairie Hawk Drive and Limelight Avenue Traffic Signal Pole Installation Project (2025 Traffic Signal Construction)** *[location: Prairie Hawk Drive at Low Meadow Blvd/Limelight Ave]*

10. RES 2025-080 **Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving a Purchase Agreement with Watertronics, LLC for the Red Hawk Ridge Golf Course Pump Station Renovation Project**

11. RES 2025-081 **Resolution Consenting to the Dissolution of Lanterns Metropolitan District Nos. 4 and 5**

12. RES 2025-082 **Resolution Approving the First Amendment to the Dawson Trails Boulevard Management Agreement By and Between Dawson Trails Metropolitan District No.1 and the Town of Castle Rock**

13. RES 2025-083 **Resolution Approving the Castle Rock Fire and Rescue Department 2020-2024 Community Driven Strategic Plan, 2025 Final Update**

14. RES 2025-084 **Resolution Approving the Town of Castle Rock Fire and Rescue Department Standards of Cover, 2024 Edition**

15. MIN 2025-014 **Minutes: July 1, 2025 Town Council Meeting**

- QUASI JUDICIAL HEARINGS

This is the due process hearing as required under Colorado law. Public comments will be taken on all items and will be limited to four (4) minutes per speaker.

16. ORD 2025-027 **Ordinance Amending the Town of Castle Rock's Zone District Map by Approving the Rezoning of 810 North Wilcox Street (First Reading)** (7-Eleven)

17. RES 2025-085 **Resolution Finding that Certain Property, which is the Subject of a Petition for Annexation Submitted By ACM Dawson Trails VIII JV LLC and the Town of Castle Rock, is Eligible for Annexation Under Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S. (Territorial Road Annexation)**

- ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

Public comment will be taken on items and limited to four (4) minutes per speaker.

18. ORD 2025-028 **Ordinance Approving Supplemental Appropriations for the 2025 Budget and the Second Amendment to the 2025 Budget (First Reading)**

19. RES 2025-086 **Resolution Approving the Outlets at Castle Rock Retail Infrastructure Assistance Agreement**

20. RES 2025-087 **Resolution Approving the First Amendment to the Amended and Restated Intergovernmental Agreement Between the town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment** *[Located along the Highway 85 Corridor North of E. Happy Canyon Rd to W. Titan Rd in northern Douglas County]*

21. ORD 2025-029 **Ordinance Authorizing the Issuance and Sale of Water and Sewer Enterprise Revenue Bonds, Series 2025, Payable Solely Out of the Net Pledged Revenues to be Derived from the Operation of the Town's Water and Sewer Enterprise; Providing Other Details Concerning the Bonds, Including, Without Limitation, Covenants and Agreements in Connection Therewith; Providing Other Matters Relating Thereto (First Reading)**

- ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

The Council has reserved this time only if the original 30 minutes allocated for Unscheduled Public Appearances as an earlier part of this agenda has been fully exhausted and speakers who signed up to speak were unable to be heard during the original 30 minutes allocated this topic. Residents will be given priority (in the order they signed up) to address Council, followed by non-residents representing Castle Rock businesses, then non-residents and businesses outside the Town of Castle Rock, as time permits.

- ADJOURN

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 1. **File #:** PROC 2025-009

To: Honorable Mayor and Members of Town Council

From: Mark Marlowe, P.E., Director of Castle Rock Water
Nichol Bussey, Business Solutions Manager
Sandra Sandman, Customer Outreach Program Manager

Proclamation: Smart Irrigation Month - July 2025 (For Presentation - Approved on July 1, 2025, by a vote 6-0)

Executive Summary

The purpose of this item is to recommend the month of July be declared Smart Irrigation Month by Town Council.

Smart Irrigation Month is an Irrigation Association initiative to increase awareness of the value of water use and a growing demand for water-saving products, practices and services. The initiative, first launched in 2005, draws attention to the importance of using water efficiently.

July is traditionally the month of peak demand from watering lawns, gardens and landscapes in Colorado, and across the nation. Simple practices and innovative technologies in irrigation can help save water, minimize or defer investments in infrastructure to store and carry water, and protect our community's water supply for generations to come. By selecting and planting carefully, watering wisely and maintaining and upgrading irrigation systems, consumers can save water and see better landscaping results.

Attachments

Attachment A: Proclamation

TOWN OF CASTLE ROCK
COLORADO

PROCLAMATION

Smart Irrigation Month

Whereas, water is a precious natural resource and essential to a vibrant community; and

Whereas, it is imperative residents become educated and understand the importance of conserving water, using water-efficient products, and maintaining practices at work and home to wisely use water in all daily activities; and

Whereas, Castle Rock residents have reduced their water consumption by more than 20% since 2006; and

Whereas, as a statewide leader in water conservation, Castle Rock has committed to another 18% in reduced water consumption by 2055; and

Whereas, Castle Rock Water continues its work to minimize peak water use and reduce demands on infrastructure by encouraging customers to convert their yards to ColoradoScape, using drought tolerant and native plants, utilizing more efficient drip irrigation; and taking advantage of a $3.25 per square foot rebate for removal of high-water-use turf.

Whereas, appropriate irrigation technology, combined with best practices, can significantly improve water-use efficiency and reduce runoff while achieving well-maintained green spaces that are important to community health and well-being; and

Whereas, Castle Rock Water continues to offer Water Wiser conservation and landscaping classes and support programs, and to maintain an entire website (CRconserve.com) devoted to conservation to promote smart watering during peak irrigation months; and

Whereas, July is a peak month for the use of water for irrigation, and conservation and water efficiency benefit all residents, the environment and the local economy.

Now, therefore, the Town Council of the Town of Castle Rock does hereby proclaim July 2025 Smart Irrigation Month

Passed, Approved And Adopted this 15th day of July 2025, by the Town Council of the Town of Castle Rock, Colorado.

ATTEST

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason E. Gray, Mayor

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 2. **File #:** ID 2025-081

To: **Honorable Mayor and Members of Town Council**

From: **David L. Corliss, Town Manager**

Update: Calendar Reminders

Executive Summary

Attached is an outline of upcoming items of general interest.

TOWN COUNCIL MEETING

TOWN MANAGER'S REPORT

DAVID L. CORLISS, TOWN MANAGER
JULY 15, 2025

UPCOMING CALENDAR ITEMS

21 JUL	**Open House: 2026 Town Budget, 4-6 p.m.** Cantril School, 312 Cantril St.
23 JUL	**Centennial Park Courtside Kickoff, 5:00-6:30 p.m.** Centennial Park, shared parking area at 880 Third St.
24 JUL	**Castle Rock Fire & Rescue Department Promotional Ceremony, 5:30-6:30 p.m.** Public Safety Training Facility, 301 Malibu St.

5 AUG	**National Night Out – Law Enforcement Appreciation Event, 5-8 p.m.** Philip S. Miller Park Pavilions, 1375 W. Plum Creek Parkway
9 AUG	**Douglas County Youth Initiative 20 Years Celebration Event, 4-5:30 p.m.** The Millhouse at Philip S. Miller Park, 1375 W. Plum Creek Parkway
19 AUG	**Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** Town Hall Council Chambers
26 AUG	**Open House: District 4 – Councilmember Davis, 4-6 p.m.** Cantril School, 312 Cantril St.

COMMUNITY ENGAGEMENT EVENTS

8 SEP	**Open House: District 2 – Councilmember Cavey, 4-6 p.m.** Fire Station 155, 3833 Crowfoot Valley Road
10 SEPT	**Open House: District 6 – Councilmember Dietz, 4-6 p.m.** The Oaks at Plum Creek, 321 Players Club Drive
23 SEP	**Open House: Districts 1 and 3 – Councilmembers Hollingshead and Bracken, 4-6 p.m.** The Grange, 3692 Meadows Blvd.
30 SEP	**State of the Town Event – Mayor Gray, 4-6 p.m.** Cantril School, 312 Cantril St.
2 OCT	**Open House: District 5 – Councilmember Brooks, 4-6 p.m.** Fire Station 153, 5463 W Sovereign St.

NEIGHBORHOOD MEETINGS

21 JULY	**Scileppi's Phase 2, 5 p.m., Virtual, 2nd Meeting** A proposal to demolish the existing 860sqft addition on the west site of the Old Stone Church, located at 210 Third St., and build a new addition within the same footprint. The proposed project is located southeast of the intersection of Jerry Street and Third Street.
28 JULY	**AdventHealth Medical Office Building SDP, 6 p.m., Hybrid @ AdventHealth Castle Rock, 3rd Meeting** A proposal to construct a new medical office building to include a freestanding emergency department. The proposed project is located west of the intersection of Plum Creek Boulevard and Crystal Valley Parkway.

*Tentative

HIGHLIGHTS from CRgov.com/**Events**

17 JULY	Tunes for Trails/Perks for Parks: That Eighties Band, 6:30 to 9 p.m. Amphitheater at Philip S. Miller Park, 1375 W. Plum Creek Parkway
19 JULY	Summer Concert Series, Philadelphia Freedom: A Tribute to Elton John, special guest The Who Generation, 6 to 10 p.m. Amphitheater at Philip S. Miller Park, 1375 W. Plum Creek Parkway
25 JULY	Western Heritage Welcome Cattle Drive, 6 to 8 p.m. Route: Rock Park to Perry Street, ending at Festival Park
26 JULY	Douglas County Fair Parade, 9:30 to 11:30 a.m. Route: Plum Creek Boulevard to Wilcox Street to Fourth Street to Perry Street, ending on Second Street
26 JULY	Boots & Brews, 11 a.m. to 4 p.m. Festival Park, 300 Second St.

HIGHLIGHTS from CRgov.com/**Events**

27 JULY	Castle Rock Day at Rueter-Hess Reservoir, 8 a.m. to 6 p.m. 9343 Double Angel Road, Parker
1 AUG	First Fridays – Disco Revue, 5 to 9 p.m. Festival Park, 300 Second St.
5 AUG	National Night Out, 5 to 8 p.m. Philip S. Miller Park, 1375 W. Plum Creek Parkway
9 AUG	Summer Concert Series, Chris Lane with Chase McDaniel, 6 to 10 p.m. Amphitheater at Philip S. Miller Park, 1375 W. Plum Creek Parkway
19 AUG	Animals Around the Rock – Reptiles Under the Rock, 6 to 7 p.m. Amphitheater at Philip S. Miller Park, 1375 W. Plum Creek Parkway

HIGHLIGHTS from CRgov.com/**Events**

21 AUG	Tunes for Trails/Perks for Parks: Linger - A tribute to The Cranberries , 6:30 to 9 p.m. Amphitheater at Philip S. Miller Park, 1375 W. Plum Creek Parkway
WEDS THRU AUG	Jazz in the Park, every Wednesday in July and August, 6:30 to 8 p.m. Festival Park, 300 Second St.
THRU AUG	Free Outdoor Summer Fitness, take your workout outside CRgov.com/SummerFitness
SUN THRU OCT	Festival Park Farmers Market, Sundays through mid-October, 9 a.m. to 2 p.m. Festival Park, 300 Second St.
MULTIPLE DATES	Walking Tour of Downtown Castle Rock, July 19, Aug. 23, Sept. 27 10:30 to 11:30 a.m. Courtyard on Perry, 333 Perry St.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 3. **File #:** ID 2025-082

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Shannon Eklund, Executive Assistant

Update: Monthly Department Reports

Executive Summary

Attached are the Monthly Department Reports for activity in June 2025.

Development Services

June 2025 Monthly Report

Inside this issue:

Page 2: Employee Recognition

Page 3: New Land Use Submittals

Page 5: Actions and Updates

Page 7: Development Snapshot

Find more information on our [Development Activity] page.

DISTINCT TOWN IDENTITY | RESPONSIBLE GROWTH

TOWN OF CASTLE ROCK FOUR CORNERSTONES

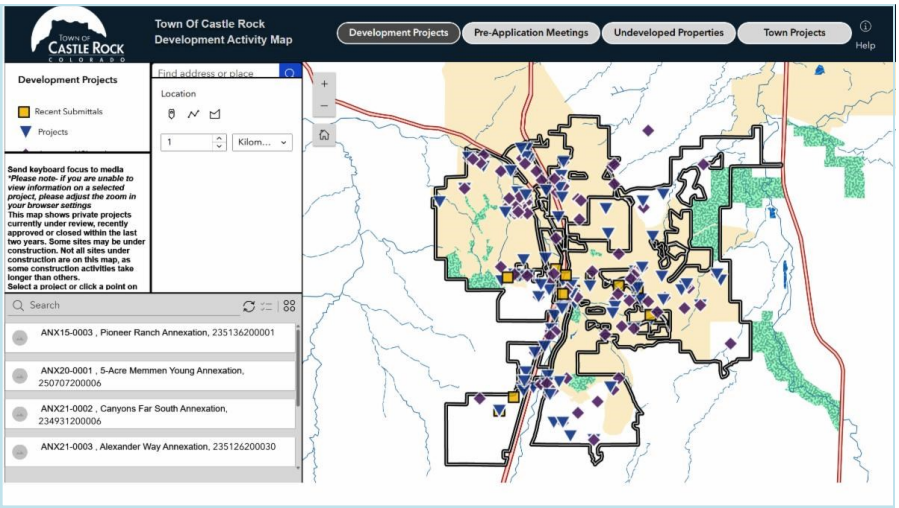
COMMUNITY SERVICES | THRIVING ECONOMY

100 N. Wilcox Street
Castle Rock, CO 80104
720-733-2200

Subscribe now to get **Monthly Development Highlights** in your inbox!

View **past issues** of the Development Highlights Newsletter.

We'd like to hear from you! You could win a **$25 gift card** for completing our **Customer Service Survey**.



Screenshot of the updated Development Activity Map at CRgov.com

News from the Director

Curious about that construction down the street? Explore what's taking shape around Castle Rock with the newly updated Development Activity Map — your go-to source for project information.

Tara Vargish, PE
Director
Development Services

Visit CRgov.com/DevelopmentActivityMap to access the map, available in both desktop and mobile versions.

Browse projects by scrolling the list or entering keywords to narrow your search. Select a project name or a point on the map to view detailed documents, site plans and other information. Some locations may have multiple project items.

What you'll find on the map:

- Private development projects recently approved or closed
- Preapplication meetings for potential private projects
- Undeveloped properties approved for certain uses but not yet developed
- Active Town of Castle Rock projects

Have questions? Each listing includes a project contact, or call Development Services at 303-660-1393 to speak with a planner.

Employee Recognition

Customer Service Survey

Fill out our Customer Feedback Survey to let us know how we are doing! Your participation will automatically enter you into a drawing for a **$25 gift card** to a local Castle Rock business. Feedback Surveys can be found **online** and at the bottom of staff email signatures.

You may also receive an email requesting feedback after we complete your services. Your feedback is valuable to us! All responses are anonymous unless you request to be contacted. **Fill out a survey today!**

484 surveys distributed
27 June responses

Here are some comments from our customers in June:

- "Our inspection process was very professional. **Colby Riggins** did a great job of explaining what was done well and the minor issue that was fixed the same day. He was a very honest and helpful representative of your business."
- "I personally do not know **BrieAnna Simon**, but I must say that she is an absolute Jewel. The Town needs to know that they must keep this person on the team. What an asset. Thank You"
- "All good."
- "All persons that I had contact with before and during the building process were very helpful and courteous through the entire process. Thanks to all."
- "We had a pre-construction question regarding a proposed installation method. Our question was sent to the building department, reviewed, and answered. Eliminated possible issues down the road. Very helpful."
- "I appreciate the service. Thank you!"
- "**Tammy King** was exceptionally helpful!!!"
- "**Tammy King** is always so helpful and does everything in a timely manner."
- "**Colby Riggins** was very professional and courteous to work with."
- "**Ms. King** is very helpful."
- "I want to commend **Sara Kucewesky** and **Kallista Johnson** for their support. This project was tax exempt, so they walked me through the process of requesting a contractors exemption certificate form the state clearly and were patient and helpful throughout."

Staff Anniversaries

Congratulations to Carissa Ahlstrom, Administrative Assistant, on 3 years with the Town!

Congratulations to Vince Rapone Combination Building Inspector II, on 1 year with the Town!

New Land Use Submittals

Administrative Projects

Administrative land use submittals are reviewed and processed by staff, according to Municipal Town Code, and do not require public hearings. All land use submittals go through a rigorous review by Development Services, Castle Rock Water, Public Works, Fire, and Parks and Recreation.

Dawson Trails, Filing No. 1
Retaining wall addition to accommodate drainage revision for infrastructure improvements to Dawson Trails Boulevard (South), two collector roadways and associated utilities in support of future development, located North of Territorial Road and West of Highway I-25.

Dawson Trails, Filing 2
Construction documents and erosion control plans for construction of roundabouts at the intersections of Dawson Trails Boulevard and Quandary Peak and Blanca Peak, and related improvements to Pond A-1.

Hillside
Construction documents and erosion control plans for amenity area, located at E. Wolfensberger Road and Grayside Circle.

Lanterns, Filing 7
Vertical construction erosion control plans for 65 single-family lots, located on Cupule Trail and Stickseed Drive.

Meadows
Design revision to move Regional Trail Maintenance Access Road from Filing 19 Channel Improvements Plans (CIP19-0005) to Trail Plans (CD23-0019).

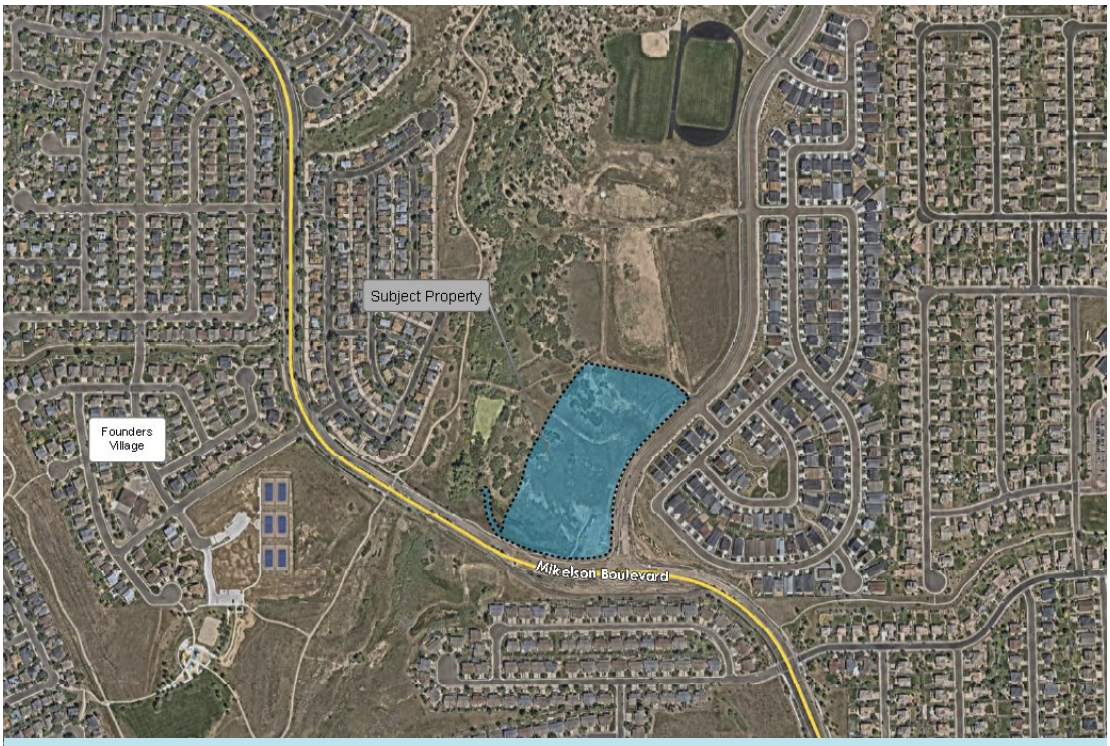
The Brickyard/Miller's Landing
Erosion control plans design revision for proposed two-lane road improvements of Praxis Street from The Brickyard project to Plum Creek Parkway.

Liberty Village, Planning Areas 9 and 10
Vertical construction erosion control plans for 42 single-family lots, located along Pleasant View Drive, Solano Court and Hidalgo Court.

Required Public Hearings

Submittals requiring public hearings can include a variety of topics such as, zoning, residential and larger commercial site development plans and buffering of properties.

Bella Mesa South Site Development Plan



Vicinity Map of Bella Mesa South Site Development Plan

Project Highlights

- Property Owner: Fourth Investment USA, LLC
- Developer: Cardel Homes
- Proposed Site Development Plan for 93 single-family attached dwelling units (Townhomes)
- Approximately 9.3 acres located at the northwest corner of Mikelson Boulevard and Mitchell Street
- Proposing 200 parking spaces and internal walkways connecting to public sidewalks on Mitchell Street and Mikelson Boulevard
- Property zoned under the Bella Mesa Planned Development that allows up to 186 single-family attached and multi-family dwelling units and a maximum building height of 50 feet
- Vehicle access will be from two entry points on Mitchell Street
- Future hearings before Planning Commission and Town Council
- The proposed development is located in Councilmember Brooks' district

Boards and Commissions

Development Services manages five boards and commissions for building appeals, variance hearings, and land use cases. Comprised of local residents and business owners appointed by the Town Council, they make community-driven decisions aligned with local interests, contributing to balanced local development initiatives.

Board of Adjustment

June 5, 2025

Meeting canceled.

Design Review Board

June 11, 2025

Meeting canceled.

June 25, 2025

The Design Review Board held its regularly scheduled meeting and presented John Manka with a Certificate of Appreciation in recognition of his service on the Board. The Board also elected new officers: Chris Leevers as Chair and Kevin McHugh as Vice Chair.

Historic Preservation Board

June 4, 2025

The Historic Preservation Board held its regularly scheduled meeting and elected Robert Lange as Chair and Chris Pulcinski as Vice Chair. The Board nominated Robert Lange and Dan Ahrens to represent the Historic Preservation Board on the Design Review Board. The Board also heard a Landmark Alteration Certificate (LAC) application for the locally landmarked Jacob Kroll house at 110 N. Lewis Street for the construction of an outdoor kitchen off the rear of the house. The LAC was approved by a vote of 6 to 0.

Planning Commission

June 12, 2025

The Planning Commission held its regularly scheduled meeting and heard an application from Alexander Investors, LLC for a Site Development Plan. The proposal included 55 single-family detached residential units and 22 live/work units, totaling 77 residential units on approximately 78 acres located north of Alexander Place and east of Collins Street. The Commission voted 5 to 0 to recommend approval of the Site Development Plan to the Town Council, as proposed.

In addition, the Commission re-elected Todd Warnke and Kevin McHugh as Chair and Vice Chair, respectively.

June 26, 2025

Meeting canceled.

Board of Building Appeals

June 2, 2025

The Board of Building Appeals held its regularly scheduled meeting and heard updates from Town Council Liaison Hollingshead and the Chief Building Official, Jon White. Items on the agenda were moved to the September meeting.

Town Council

Development Services typically presents items to Town Council for approval following a thorough review and recommendations from our Boards and Commissions.

June 3, 2025

Town Council held its regularly scheduled meeting and approved the first reading of an ordinance with a vote of 7 to 0, authorizing up to $75.5 million in Certificates of Participation (COPs). This funding will support the acquisition, construction, and equipping of a new recreation center, along with related public improvements within the Brickyard master-planned community. COPs are a lease-revenue financing tool that enables investors to fund public projects in exchange for a share of lease payments.

In further discussion, Council approved a partnership agreement with CD-Acme LLC with a vote of 7 to 0, to establish a public-private collaboration. Under this agreement, CD-Acme will donate land adjacent to the Brickyard community for the recreation center. The Town will own the facility and cover 100% of its construction costs using the proposed COPs.

Additionally, Council approved a Site Development Plan submitted by 176M LLC for Founders Vista with a vote of 7 to 0. This 180.5-acre site is located west of Ridge Road, south of Fifth Street, and north of Plum Creek Parkway. The proposal includes 297 single-family detached residential units and 107 paired homes, totaling 511 residential units. Additionally, the plan dedicates 98.9 acres as public and private open space.

Finally, Council approved the second and final reading of the Pine Canyon Annexation with a vote of 7 to 0. The zoning for this development was approved with a vote of 4 to 3, and the development agreement received approval with a 6 to 1 vote.

June 17, 2025

Town Council held its regularly scheduled meeting and appointed members to the Design Review Board as recommended.

Additionally, Council approved on first reading an ordinance amending Town Code regarding Accessory Dwelling Units with a vote of 7 to 0. In response to Colorado's House Bill 24-1152, modifications to comply with the new state law were proposed. These updates reflected feedback the Town received from ADU applicants and will align with state law while maintaining the original goals of the ADU program: providing alternative housing options, increasing housing flexibility, and supporting evolving family needs.

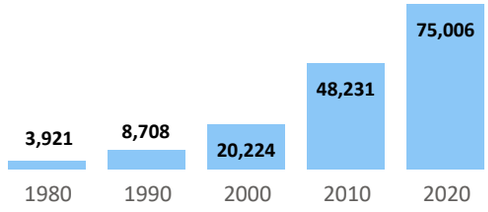
TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: June 2025

Population

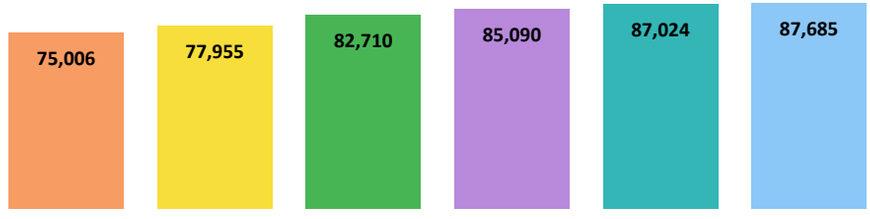
87,685

Estimated Population based on the total number of occupiable residential units

Historic Population



Recent Population



Zoning Division

Zoning staff process numerous code enforcement actions each month, from rubbish, abandoned vehicles and setback encroachments to illegal uses. They respond to complaints from the community, visit sites to determine compliance and issue Notices of Violation as necessary. Our inspection team removes hundreds of illegal signs encroaching into Town rights-of-way. Staff reviews all business licenses, temporary use permits and sign permits for zoning compliance.

7 Sign Permits Issued

7 Temporary Use Permits Issued

106 Code Compliance Cases Opened

- Sign Compliance Responses **0**
- Notices of Violation Sent **91**
- Signs Removed from the Right of Way **97**
- Business Licenses Reviewed **29**
- Site visits **201**

Planning/Development Review

The Planning and Development Review teams process numerous submittals each month. These core service levels are reported for all land use projects, including projects that go through public hearings and projects that are under administrative review.

Pre-Applications

10
New Pre-Applications This Month

60
Year-to-Date Pre-Applications

25%
Pre-Applications that advanced as new projects over the previous 12 months

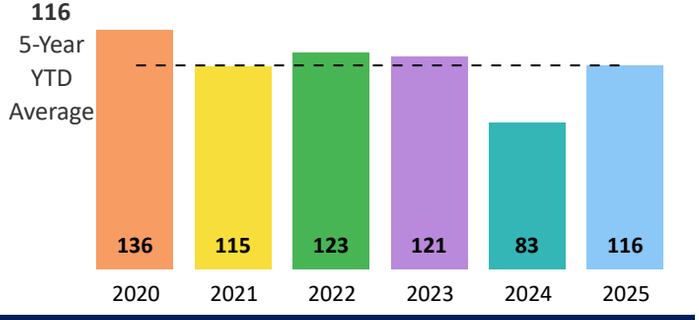
A pre-application meeting is required prior to any land-use submittal. Meeting may review conceptual ideas that never lead to a formal submittal.
Pre-applications expire and must be resubmitted after 12 months.

New Development Applications

8 New Development Project Applications this Month

5 Other Project Applications this Month

Year-to-Date Development Applications



Development Reviews

Monthly Reviews Completed

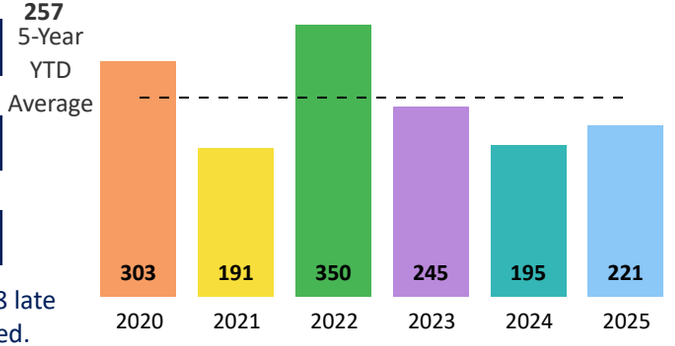
20 First Reviews

10 Second Reviews

4 Third Reviews or More

*on time with the exception of 8 late reviews due to being short staffed.

Year-to-Date Planning/Development Reviews



TOWN OF
CASTLE ROCK DEVELOPMENT SNAPSHOT: June 2025

Building Division

Building Division staff process hundreds of building permits a month, ranging from simple permits like a new hot water heater or deck, to constructing an entire new home or commercial building. Our inspection team conducts thousands of inspections each month to determine code compliance. We report on the following levels of service monthly, although they are just a snapshot of some of the work we do.

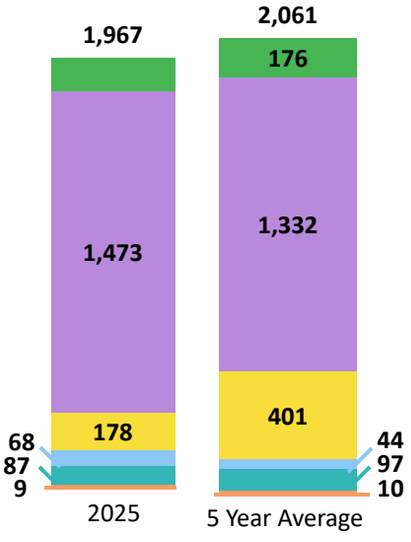
Development Services staff process permits, conduct inspections, respond to code violations and review plan submittals each month. This snapshot highlights staff activity during the previous month for the Zoning Division, Building Division and Planning/Development Review. Information on previous months can be found in the Development Services' Monthly Report Archive.

Building Permit Applications Received

Year-To-Date Building Permit Applications Received

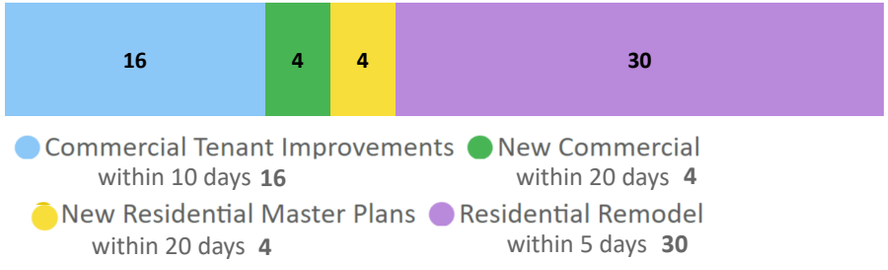
	2025
COMMERCIAL NEW	9
COMMERCIAL OTHER	87
COMMERCIAL REMODEL	68
RESIDENTIAL NEW	178
RESIDENTIAL OTHER	1,473
RESIDENTIAL REMODEL	152
Total	**1,967**

	5 Year Average
COMMERCIAL NEW	10
COMMERCIAL OTHER	97
COMMERCIAL REMODEL	44
RESIDENTIAL NEW	401
RESIDENTIAL OTHER	1,332
RESIDENTIAL REMODEL	176
Total	**2,061**



Building Permits Reviewed

Monthly Building Permit Reviews by Type



3 Building Fees Calculated: 3 Within 3 days

391 Building Permits Issued

1,579 Inspections Completed: 1,571 Within 24 Hours

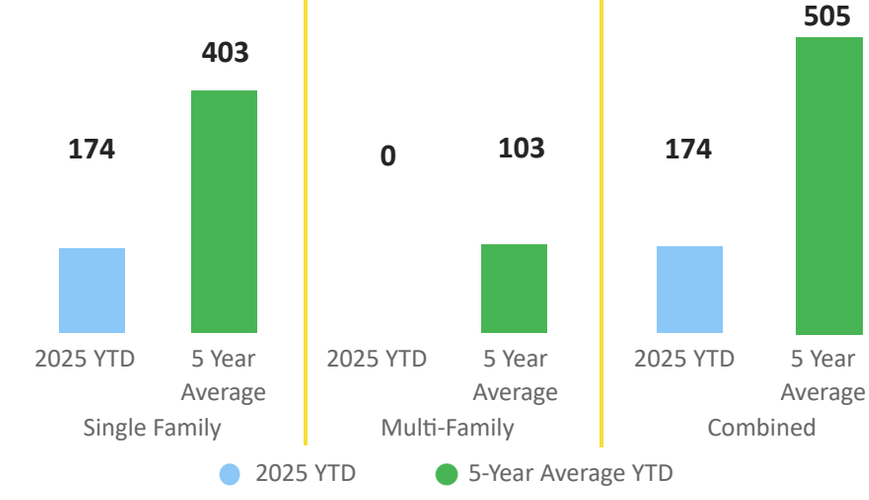
Building Permits Issued

19 Single Family Permits Issued this Month

0 Multi-Family Units Issued this Month

15K Square Feet of Commercial Space Permitted Year-To-Date

↓49% Commercial Space Permitted Compared to the 5 Year Year-To-Date Average



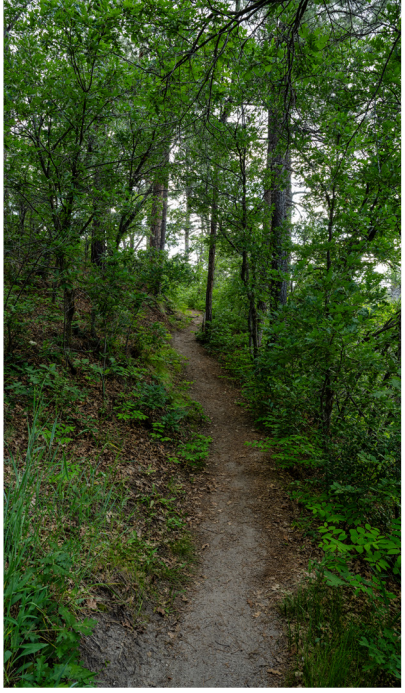
TOWN OF CASTLE ROCK PARKS & RECREATION

Castle Rock

PARKS & RECREATION

June 2025

Monthly Report



AQUATICS PARKS & RECREATION

ARTS & ENRICHMENT PARKS & RECREATION

ATHLETICS & ADVENTURE PARKS & RECREATION

COMMUNITY EVENTS PARKS & RECREATION

EDUCATION PARKS & RECREATION

FITNESS & WELLNESS PARKS & RECREATION

UPCOMING
Events

View up-to-date information at CRgov.com/Events.

JULY 11
Summer Concert Series feat. Gavin DeGraw
6 to 10 p.m.
Amphitheater at Philip S. Miller Park

JULY 12
Pedal the Moon
6:30 to 10 p.m.
East Plum Creek Trail

JULY 12
Twilight on the Trails
6 to 9:30 p.m.
Lost Canyon Ranch Open Space

JULY 17
Tunes for Trails free concert feat. That Eighties Band
5:30 to 9 p.m.
Amphitheater at Philip S. Miller Park

JULY 19
Summer Concert Series feat. Philadelphia Freedom
6 to 10 p.m.
Amphitheater at Philip S. Miller Park

JULY 25
Western Heritage Welcome Cattle Drive
6 to 8 p.m.
Downtown Castle Rock

JULY 27
Castle Rock Day at Rueter-Hess Reservoir
8 a.m. to 6 p.m.
Rueter-Hess Reservoir

AUGUST 1
First Fridays feat. Disco Revue and the free 5K
5:30 to 9 p.m.
Festival Park

UPCOMING
Events

Recurring Summer Events

Join us for the following events, recurring throughout the summer. View up-to-date information at CRgov.com/Events.

CAPITAL PROJECT UPDATES
Parks, Open Space & Trails

The following updates summarize general progress that occurred throughout the month on capital projects managed through the Parks and Recreation department; for background information and additional details visit CRgov.com/ProjectUpdates.

Santa Fe Quarry Trail, community input underway

Planning efforts are underway for a potential new native-surface trail connection linking the Red Hawk neighborhood to Oleander Street near Ridgeline Open Space. The approximately two-mile, singletrack trail would be located on Town-owned open space surrounding the Santa Fe Quarry Mesa. While the area currently lacks formal trails, it has been a longstanding destination for informal use by nearby residents.

The proposed trail alignment would establish a formal access route from Red Hawk Drive near Thatch Circle to Ridgeline Open Space at Coachline Road. The project is intended to improve access to the mesa's summit, address public demand for neighborhood connections, and reduce environmental degradation by channeling use to a sustainable route.

To support community engagement, staff are hosting a public open house on Monday, July 7, from 4 to 6 p.m. at the Red Hawk Ridge Golf Course Clubhouse patio. The open house will provide an opportunity for residents to review the concept, ask questions, and offer input.

An online questionnaire is also available for those unable to attend in person. Feedback collected through both efforts will inform final trail design and help align the project with neighborhood priorities and Town open space goals. Additional information and the survey link are available at CRgov.com/RedHawkTrail.

Strategic Plan update, feedback collection underway

The Parks and Recreation Department is currently gathering community feedback on the draft 2025–2027 Strategic Plan. The plan is designed to guide the department's priorities, budget decisions, and service delivery over the next three years, with a focus on administration, planning, recreation, maintenance, operations and golf. The draft outlines strategic objectives centered on key themes, including:

- Integrating parks, trails and open space into future development
- Preserving natural resources through open space acquisition
- Expanding access and connectivity with walkable, linked systems
- Enriching community life through programs and events
- Investing in quality facilities
- Promoting operational efficiency and sustainability

To encourage public participation, staff hosted open office hours at the Miller Activity Complex from 2 to 5 p.m. on Wednesday, June 25, and Thursday, June 26. Appointments were available on a first-come, first-served basis. An online questionnaire will also remain live through Tuesday, July 15, to collect input on the Strategic Plan's goals and priorities.

Feedback received will inform final plan revisions and be incorporated into a presentation to Town Council later this summer. More information is available at CRgov.com/ParksPlan.

Centennial Park improvements completed

The Centennial Park improvement project has reached substantial completion, delivering a suite of upgrades that reflect both community input and departmental priorities. Enhancements to the site include new tennis and basketball courts, improved pedestrian access, shaded seating areas adjacent to the courts and updated landscaping. Notably, 14 new trees were planted during construction—tripling the number that were removed—demonstrating a strong commitment to environmental stewardship.

To mark the project's completion, a community celebration titled Courtside Kickoff is scheduled for Wednesday, July 23, from 5:00 to 6:30 p.m. The event will provide an opportunity for residents to experience the renovated amenities and reconnect with neighbors in the newly refreshed space.

Centennial Park's transformation is part of the department's broader initiative to enhance park safety, accessibility and long-term community value. The upgraded site is a clear example of how strategic investment and public engagement can shape enduring, high-quality public spaces.

NEW AND NOTABLE
Updates in Parks and Recreation

Upcoming Events

Castle Rock Rueter-Hess Paddle Days coming up

Join Castle Rock Parks and Recreation for a full day of outdoor adventure and relaxation at the scenic Rueter-Hess Reservoir during Castle Rock Rueter-Hess Paddle Days on Sunday, July 27, from 8 a.m. to 6 p.m. This one-day event is free to participants who register through the Town of Castle Rock and offers a rare opportunity to enjoy the reservoir's unique amenities. Highlights include:

- Hiking, stand-up paddleboarding (SUP), fishing and non-motorized boating
- Bring your own kayak, canoe or paddleboard—or rent equipment for the day from SurfSUP
- All skill levels welcome—from first-timers to seasoned enthusiasts
- Parking fees will be waived on July 27 (registration required)
- Location: Rueter-Hess Reservoir, 9343 Double Angel Road, Parker
- Registration: Required per vehicle (only one registrant per group)
- Questions? Contact mhansen@CRgov.com

Participants must reserve their spot online through Castle Rock Parks and Recreation. This initiative is part of the Town's commitment to fostering community wellness and nature engagement.

Rueter-Hess Reservoir, managed by the Parker Water and Sanitation District, is a protected water resource located amid the sandstone bluffs and Gamble Oak valleys of northeastern Douglas County. Public access is coordinated through the Rueter-Hess Recreation Authority, which includes the Town of Castle Rock and five other regional partners. The site includes amenities such as the 132-step incline and natural-surface trails.

Get moving with Castle Rock's free Summer Fitness Series

The Town of Castle Rock wants to help residents stay healthy by keeping active. We're pleased to continue another season of the Summer Fitness Series. These outdoor fitness activities — held at Philip S. Miller Park and Festival Park — are free for everyone. With so many great trails, parks and cool fitness spots like Challenge Hill and the FitGround at Philip S. Miller Park, it's no wonder Castle Rock is one of the healthiest places in America to live.

Free Fitness Fridays: Join us this summer for Fitness Fridays from 8 to 9 a.m. each Friday through Aug. 29 at Philip S. Miller Park. Bring your family and enjoy fun workouts like cardio strength classes or dance fitness classes, including Zumba and Reb3l, that are good for everyone.

Free Yoga in the Park: Relax and get mindful in the outdoors. Come to free yoga sessions at two local parks. Being outside deepens the yoga experience in many ways and helps focus awareness, breathe deeply and practice stillness.

- Yoga in Festival Park: Mondays from 6:30 to 7:30 p.m., through Aug. 25
- Yoga in the Park: Sundays from 8:30 to 9:30 a.m., through Aug. 24, at the Amphitheater at Philip S. Miller Park

Registration for Fitness Fridays and Yoga in the Park is optional but recommended, as registrants will be notified of any weather-related cancellations. Class details, schedules and registration are available at CRgov.com/SummerFitness.

PROGRAM PARTICIPATION
Summary

1,010
participants enrolled in summer camps in June

837
participants waitlisted for summer camps in June

182
adults enrolled in Arts and Enrichment programs

138
youth enrolled in art, music, mountain biking or dance programs

3,250
group fitness program attendees

91
personal training sessions

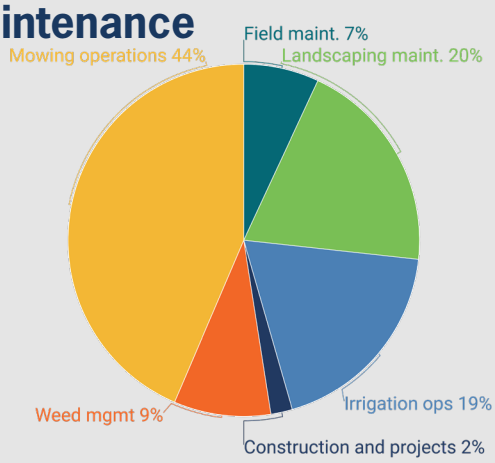
134
children enrolled in Adventure Club Preschool programs

16
children enrolled in Toddler Time

JUNE OPERATIONS
By the Numbers

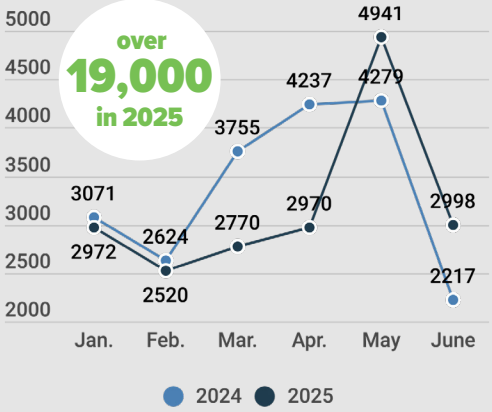
Parks Maintenance and Ops

This chart provides a breakdown of Parks Maintenance and Operations activities and areas of focus for the month.



RockREC Registrations

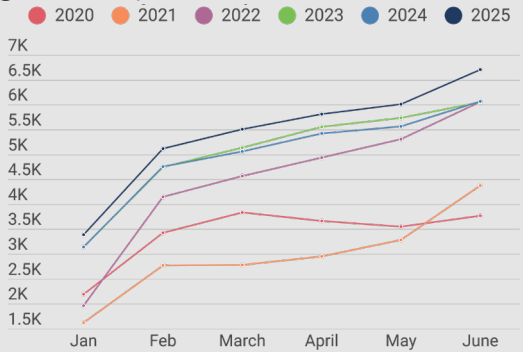
over 19,000 in 2025



This data represents the number of online program registrations completed via the RockREC app or the desktop version of the site, Recreation.CRgov.com

Facility Admissions

Combined Facility Memberships are at their highest levels since adopting the Fusion platform in 2020, with 2025 consistently leading month over month. This trend highlights increased engagement across all Recreation Facilities.



POST Partners Volunteer Program

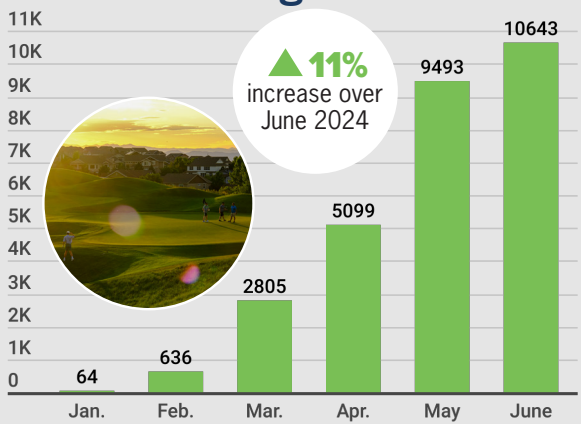
221 volunteers
▲ 19% increase over June 2024

498 volunteer hours
▲ 4% increase over June 2024

19 events
▲ 46% increase over June 2024

63 trash bags collected
▲ 133% increase over June 2024

Red Hawk Ridge Golf Course



▲ 11% increase over June 2024

Park Pavilion and Trolley Rentals

The Town Trolley is available for rent for a variety of events, including field trips, historic landmark tours, weddings, nights on the town and special event parking transportation.

Pavilions at Town parks are also available for rent throughout the year, with the rest being available on a first-come, first-served basis.

9 trolley rentals

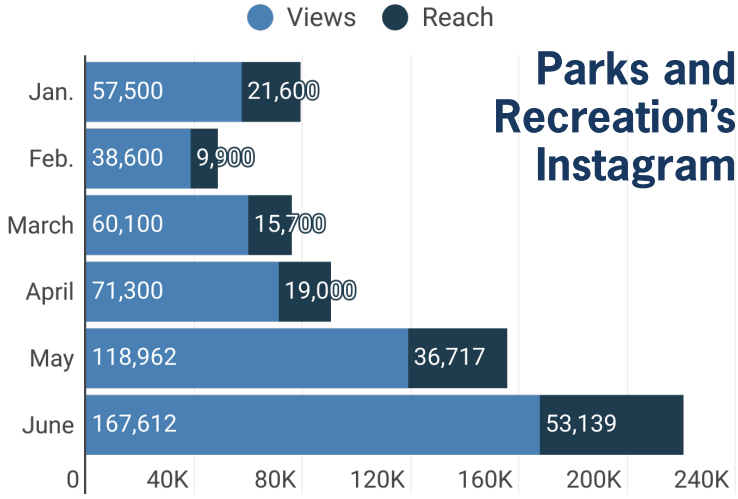
207 pavilion rentals

SOCIAL MEDIA
Summary

Social Media Overview

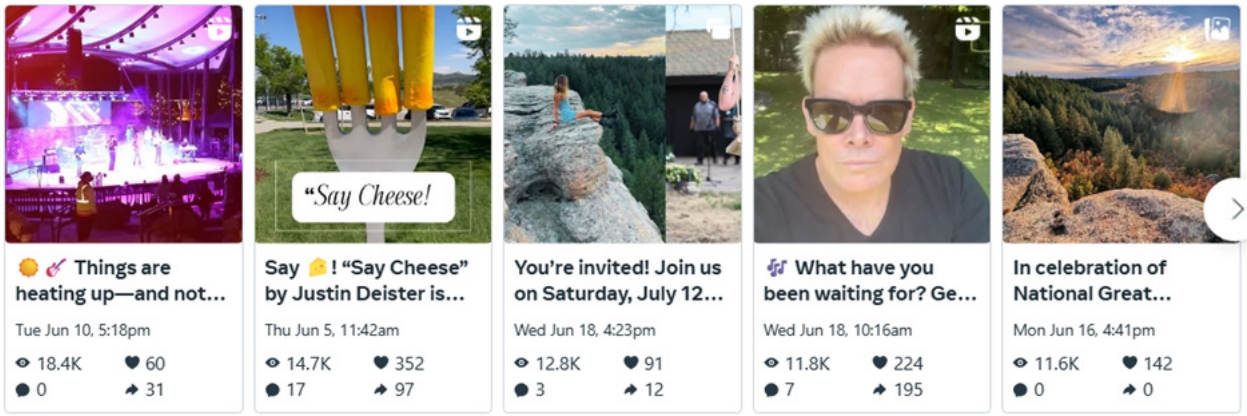
Social media continues to be a core outreach strategy for the department, advancing program visibility, event promotion and public engagement. Content is published through both Town and department Instagram and Facebook platforms, in coordination with the Communications Division to ensure alignment with broader messaging goals.

In June, Parks and Recreation content saw strong performance across platforms. Department Instagram views reached over 167,000, with a monthly reach of 53,000—the highest of the year to date. Town Facebook remains the leading driver of engagement, accounting for 77% of total Town-level interactions this month.



Top performing content

Recent high-performing posts included a community photo promotion and event invitations, which drew the highest viewer interaction and shares. This reinforces the value of timely, people-focused storytelling and promotional visuals.



Audience growth

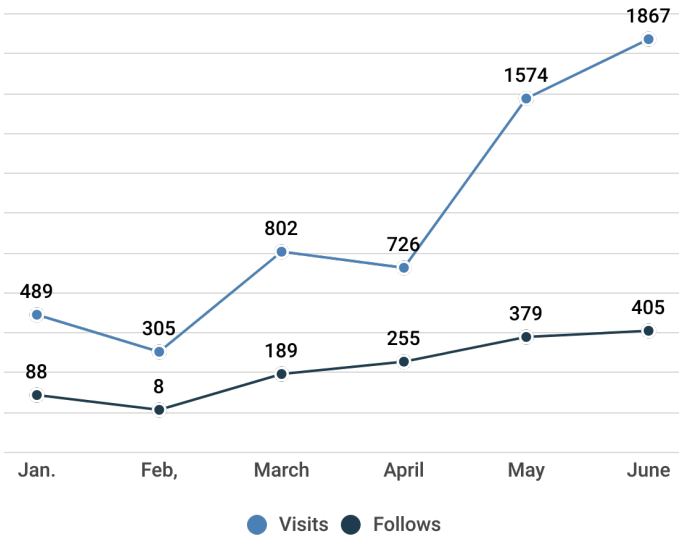
The department Instagram account gained 405 new followers in June, an 8% increase over May. Profile visits also continued to rise, indicating ongoing interest and discovery among new users.

Registration site impact

Online traffic to the Fusion registration platform remains strong, with 75% of users arriving via direct links. Organic search and social media continue to support discovery, though June showed a slight 3% decrease in total site visits. These trends guide ongoing decisions about where to focus outreach and marketing efforts.

4,975
total followers

8%
increase over May



Monthly report: June 2025

▶ SPOTLIGHT ◀

A message from Chief of Police Jack Cauley

Castle Rock continues to be one of the safest and fastest-growing communities in the country. To achieve this, we build upon our One-By-One Policing philosophy through our three strategic pillars:

People: We invest in our team members by providing quality training and the best equipment available. We are laser-focused on creating a healthy organizational culture where our members can thrive.

Innovation: The ability to innovate is key. We embrace the latest technology and best practices to solve problems and address crime.

Community: Policing is a team effort. Creating safe communities must involve trust and partnerships. We are grateful for Castle Rock's support and don't take it for granted.

"This is a proud moment for all of us and a testament to the outstanding police agency we have built together - one relationship, one interaction and one act of service at a time. "

- Castle Rock Police Chief Jack Cauley

CRPD Receives CACP Professional Standards Accreditation

On June 18th, the Castle Rock Police Department hosted accreditation assessors from the Colorado Association of Chiefs of Police, as part of our extensive accreditation process through CACP. Achieving accreditation is a significant milestone for our department — but equally noteworthy is the fact that the CACP assessors were genuinely impressed with the Castle Rock Police Department at every level.

Key highlights from the assessors' feedback include:

- The Castle Rock Police Department is recognized as a model agency for professionalism, innovation, and community trust.
- Our One-by-One Policing philosophy has truly transformed our internal culture, strengthened our community relationships and elevated our national reputation.
- The assessment team commended our openness to innovation, our strong community partnerships, and our forward-thinking use of technology.
- Staff at every level demonstrated a unified commitment to safety, transparency, and public confidence.

This outstanding feedback not only affirms the strength of our department but propels us forward as we continue to serve and innovate.

Castle Rock Police Department

VISION: To serve people one-by-one so together, we can create environments that are safe and secure, and where people can thrive.

MISSION: The Castle Rock Police Department is dedicated to excellence through community safety, innovation, and public trust. Our goal is to provide for the safety and welfare of both the citizens and visitors of the Town of Castle Rock utilizing effective community-policing philosophies, including crime prevention, traffic enforcement, criminal investigation, crime analysis and community involvement.

@CRpoliceCo | Police@CRgov.com | TipLine 720.733.3517

Leading with success

99 sworn officers | **35** support staff

Crime: Person*

Crime	May 2025	2025 Total YTD	2024 Total YTD
Sex offenses	4	9	7
Aggravated assault	2	8	3

Crime: Property*

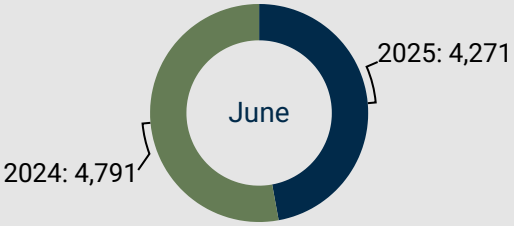
Crime	May 2025	2025 Total YTD	2024 Total YTD
Burglary	3	15	22
Robbery	0	0	2
Motor vehicle theft	2	17	18
Theft from motor vehicle	4	26	24

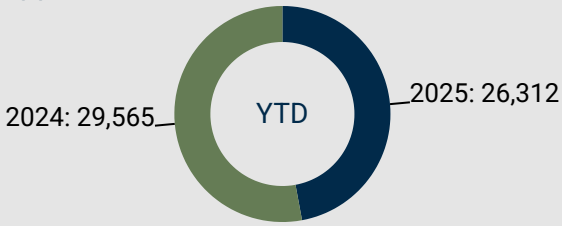
Crime: Total offenses

Crime	May 2025	2025 Total YTD	2024 Total YTD
Persons crimes	26	106	103
Property crimes	85	400	551
Society crimes	8	65	90
Total	119	571	744

***Persons and Property crimes are reported for the previous month due to the transition to NIBRS reporting.**

Total calls for service





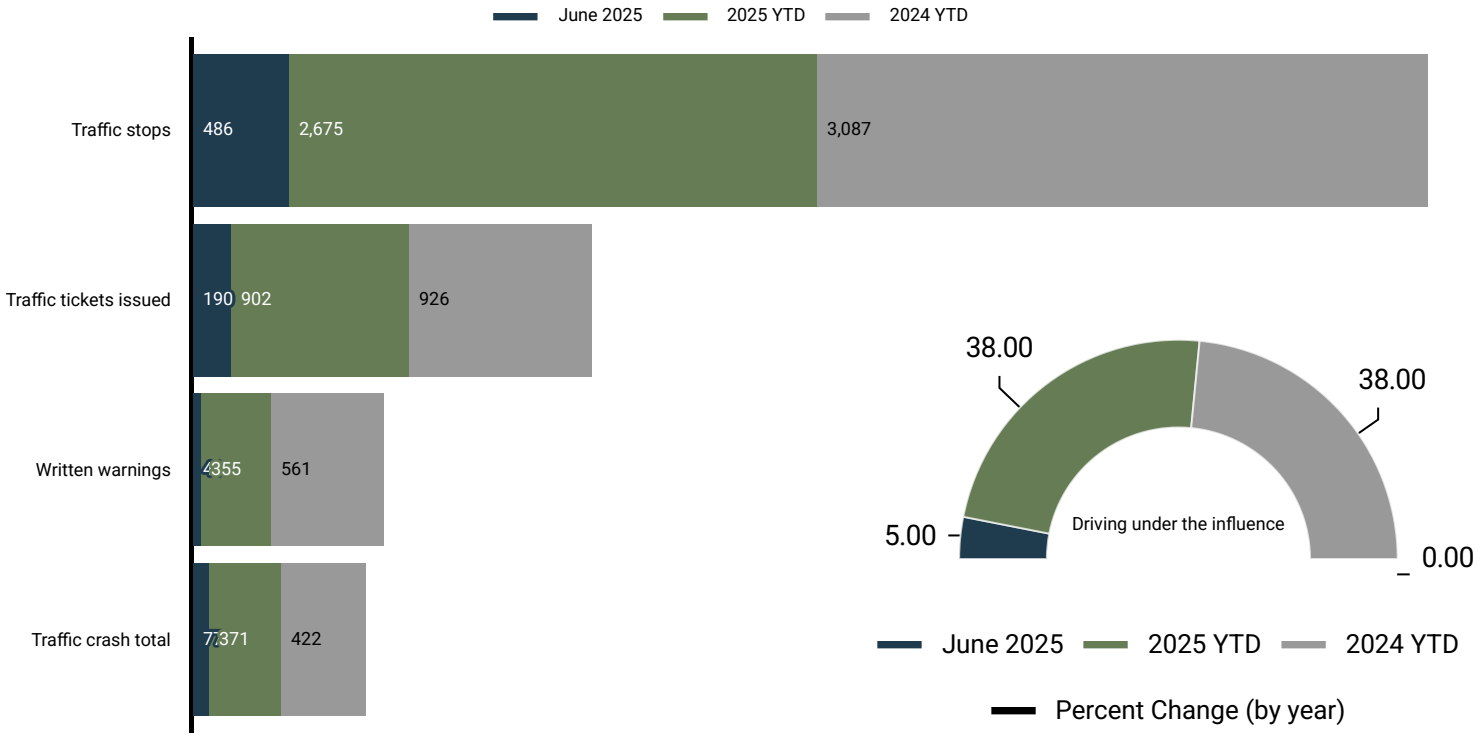
Priority 1 calls

Priority 1 calls for service are incidents requiring an emergent response where an immediate threat or risk to life exists.

96 Total Priority 1 calls for the month

5:71 Average time dispatch to arrival

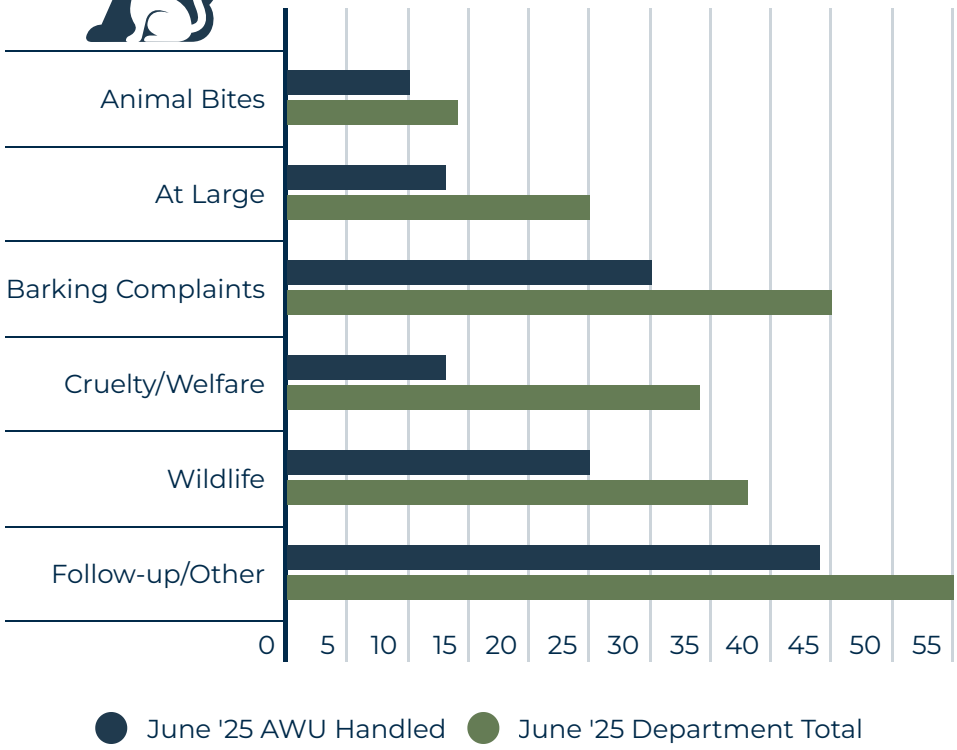
Traffic safety



Additional Performance Measures

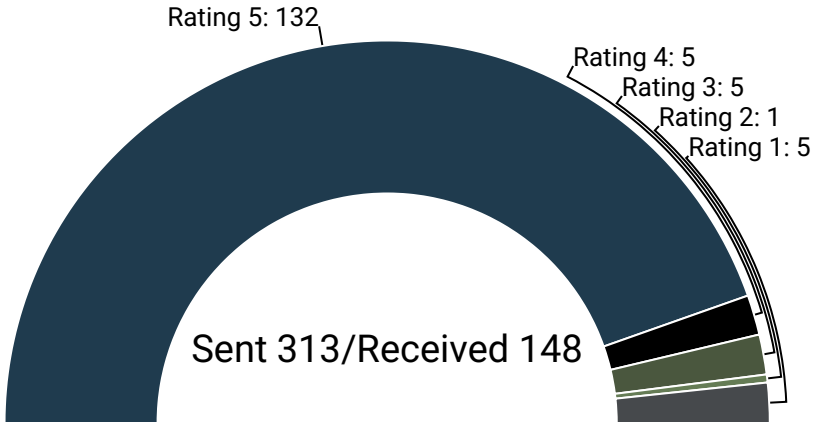
Community Response Team: Calls for service

Animal Welfare Unit: Calls for service



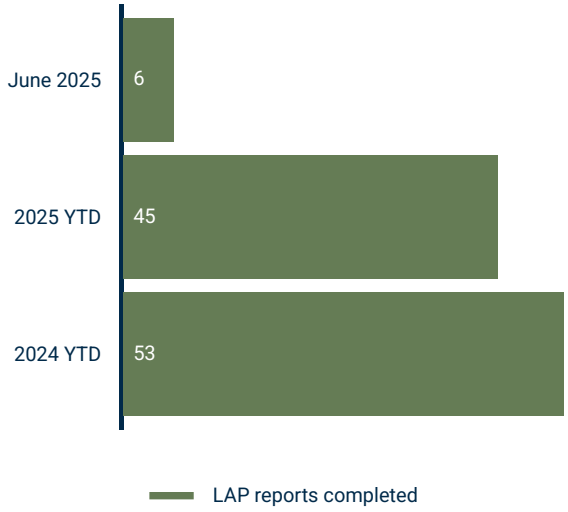
Customer survey results

CRPD utilizes a survey tool which measures customer service on select non-violent or property crime calls for service. Citizens receive a short text survey and may also leave comments. Results are listed in the graph below.



Domestic violence lethality assessment

The Lethality Assessment Program (LAP) tool is designed to reduce risks, save lives and involves an assessment by policing personnel to determine risks in collaboration with community-based victim service providers. More information can be found at LethalityAssessmentProgram.org.



Town Manager's Office Monthly Report June 2025

Under the direction and guidance of the Town Manager and Assistant Town Managers, each division within the Town Manager's Office has established performance objectives, generally linked to the Town's long-term Vision. This report highlights the divisions' performance relative to their objectives, as well as other key accomplishments.

Facilities Maintenance - Provides a safe, clean, positive environment at all municipal facilities, for both employees and the public.

Division of Innovation and Technology - Partners with departments Townwide to strategically implement technology that is secure and well-supported.

Municipal Court - Committed to the administration of justice with equality, fairness and integrity, in an expeditious and timely manner, for the people of Castle Rock.

Communications - Facilitates community outreach and involvement for departments Townwide

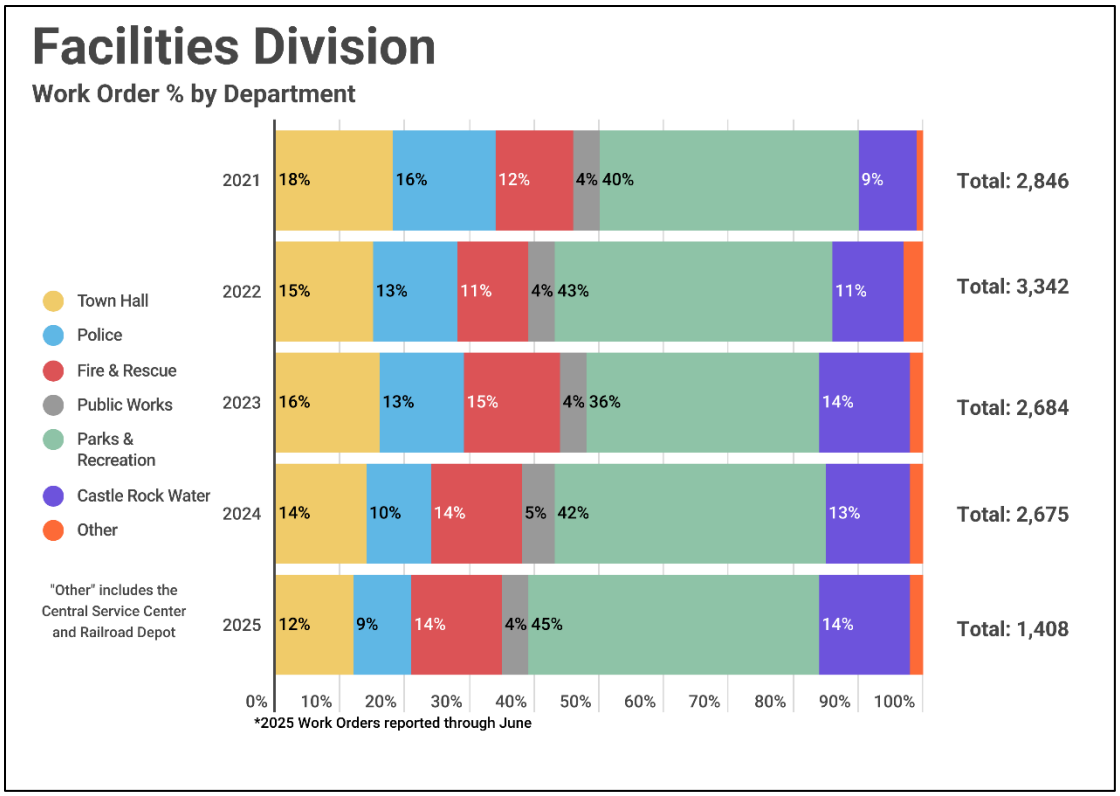
Human Resources - Serves as an internal consulting resource, provides innovative programs in support of the Town's values and fosters positive work relationships.

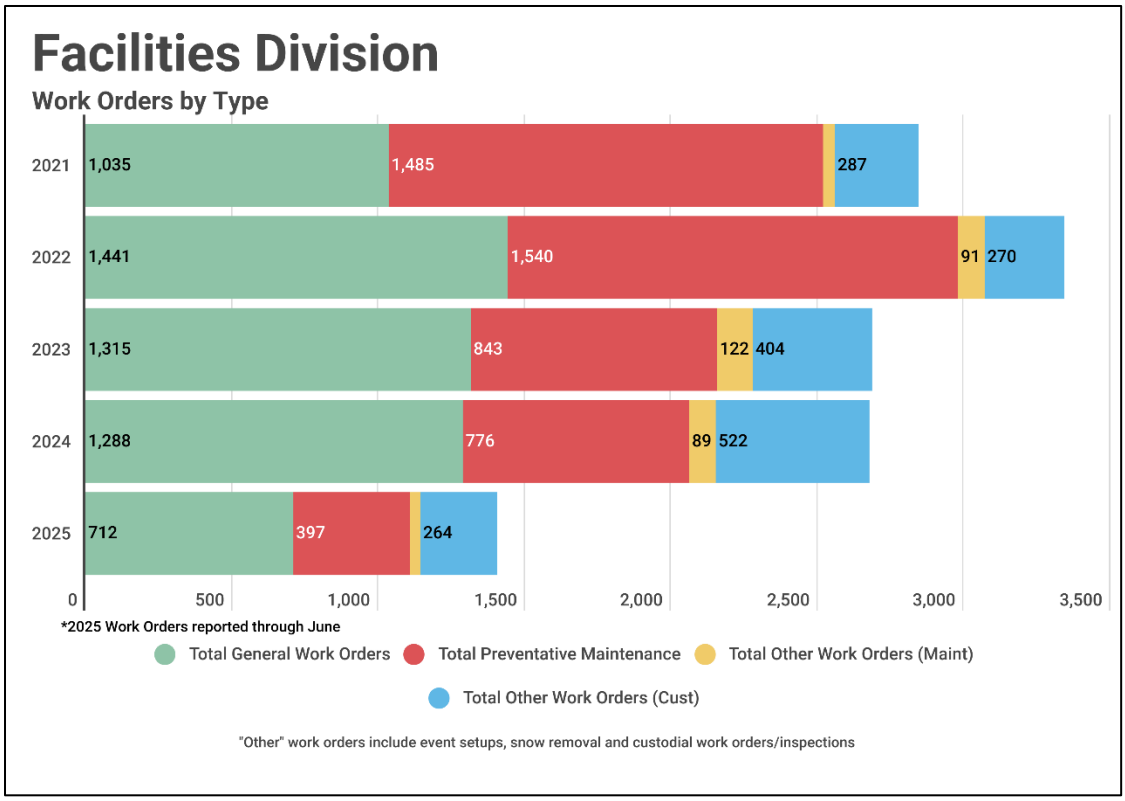
Youth Commission - The Youth Commission provides a means for youth in the Town of Castle Rock to learn more about their local government, participate in the process, and represent and articulate the needs of our community's youth.

Facilities Maintenance

Key Accomplishments

- In June the Facilities team completed **262** work orders including **60** preventative maintenance activities and **36** custodial inspections
- There were **three** emergency work orders in June
- Ongoing recruiting for open Facility Maintenance positions
- Completed kitchen hood inspections for the Senior Center and Red Hawk Ridge Golf Course
- Completed back-up generator inspections and service at Town facilities
- Ordered office furniture for CR Water and Fire Headquarters
- Supported the electrical service upgrade and ADA restroom renovation projects at the Cantril building – both projects are planned to be completed by fall
- Supported planning and design efforts for the Fire Station #156 project as well as bunkroom/bathroom upgrades at Fire Station 155


Facilities Division
Work Order % by Department
Town Hall
Police
Fire & Rescue
Public Works
Parks & Recreation
Castle Rock Water
Other
"Other" includes the Central Service Center and Railroad Depot
2021 18% 16% 12% 4% 40% 9% Total: 2,846
2022 15% 13% 11% 4% 43% 11% Total: 3,342
2023 16% 13% 15% 4% 36% 14% Total: 2,684
2024 14% 10% 14% 5% 42% 13% Total: 2,675
2025 12% 9% 14% 4% 45% 14% Total: 1,408
0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%
*2025 Work Orders reported through June


Facilities Division
Work Orders by Type
2021 1,035 1,485 287
2022 1,441 1,540 91 270
2023 1,315 843 122 404
2024 1,288 776 89 522
2025 712 397 264
0 500 1,000 1,500 2,000 2,500 3,000 3,500
*2025 Work Orders reported through June
Total General Work Orders
Total Preventative Maintenance
Total Other Work Orders (Maint)
Total Other Work Orders (Cust)
"Other" work orders include event setups, snow removal and custodial work orders/inspections

Division of Innovation and Technology

Key Accomplishments

- Completed all map updates for accessibility
- Patched critical firewall vulnerability
- Replaced end-of-life switches at Castle Rock Water
- Upgraded Legal Files software
- Completed integration between Police CAD and Flock Safety

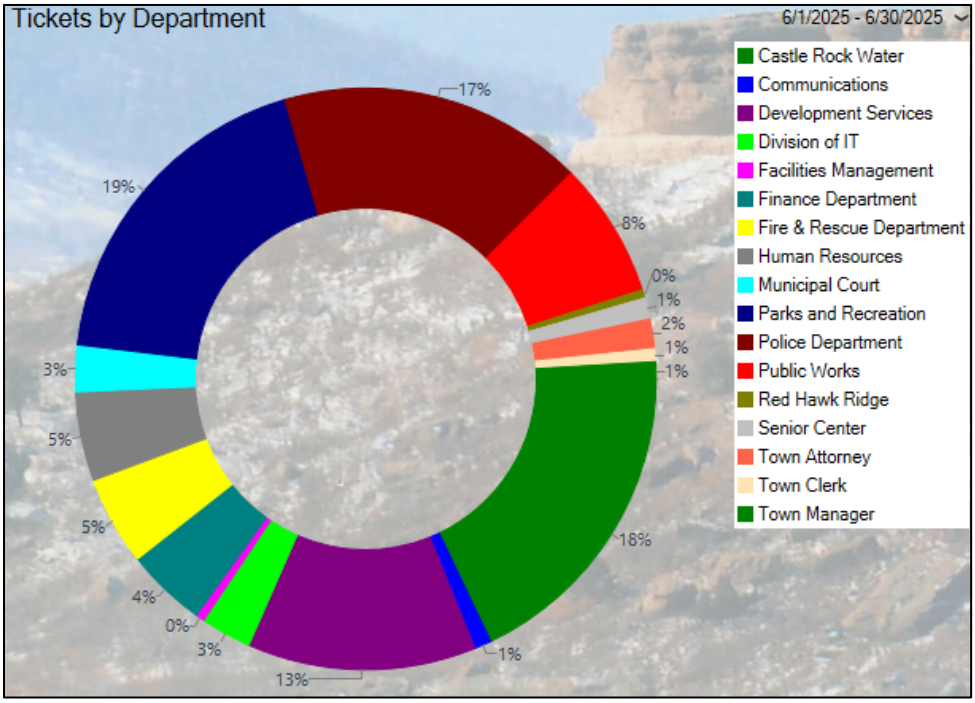
Addressed **402** total tickets, with an average time to resolve of **46** hours

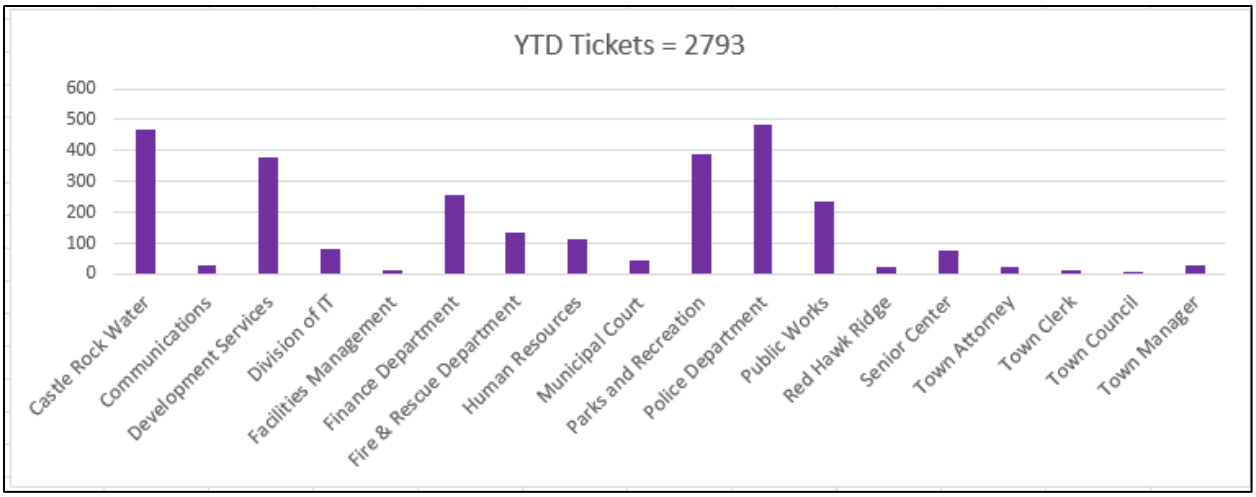
- There was **one** emergency ticket this month, 100% of which was resolved within 24 hours (100% is the goal)
- There were **18** urgent priority tickets this month, 100% of which were resolved within two calendar days (85% is the goal)
- There were **328** medium priority tickets this month, 99% of which were resolved within 10 calendar days (90% is the goal)

Geographic Information Systems (GIS)

- Addressed **13** total tickets, with an average time to resolve of **82** hours
- There were no annexations in June
- There were no zoning changes in June
- There were **two** parcel updates in June (100%), which were reflected within the GIS database map within four weeks of receipt; the goal is to have 90% of parcel changes reflected within that timeframe

Metrics



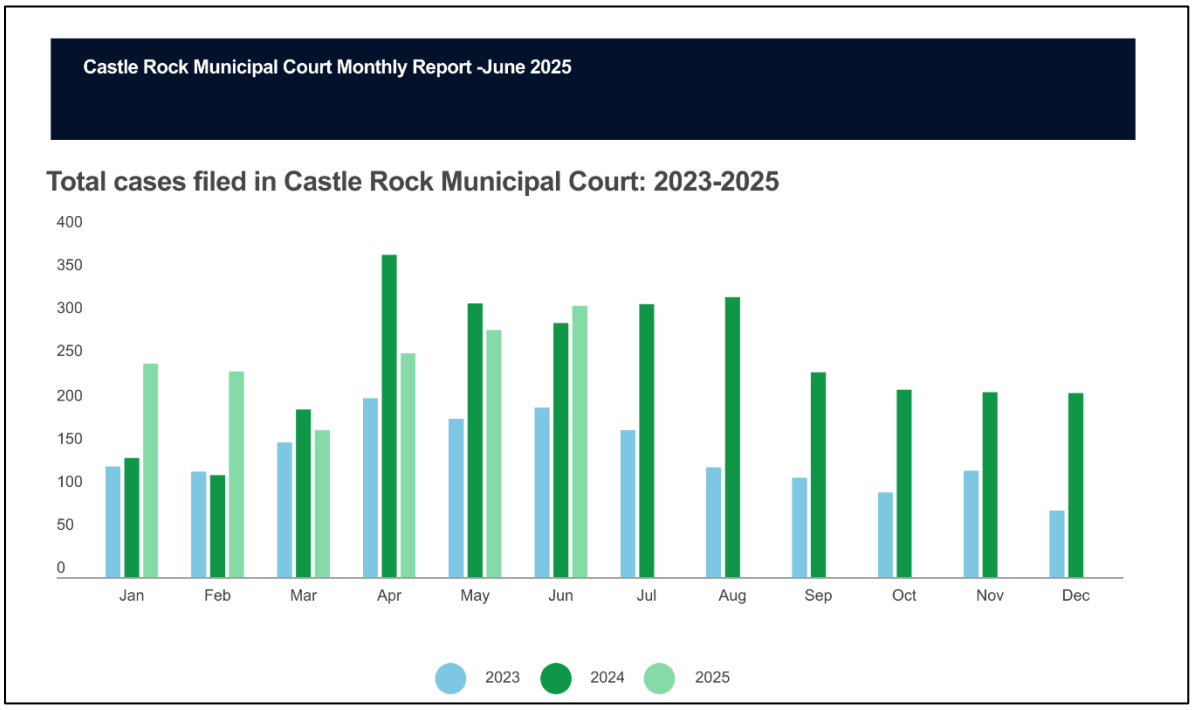


Municipal Court

Key Accomplishments

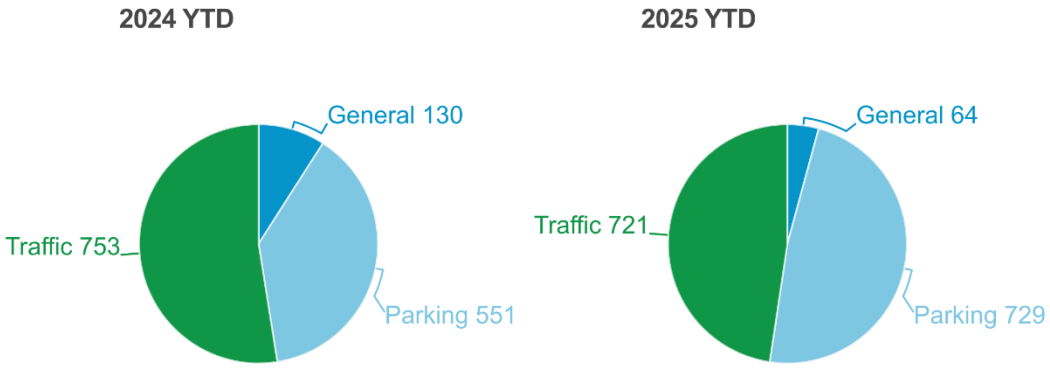
- There we no Teen Court hearings in June
- Court Administrator Karla McCrimmon, along with fellow board members of the Colorado Association of Municipal Court Administration (CAMCA), presented "Municipal Courts: The Backbone of Local Justice" at the annual Colorado Municipal League (CML) conference, highlighting the essential role municipal courts play in local justice

Metrics



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2023	128	122	156	207	183	196	170	127	115	98	123	77	1702
2024	138	118	194	373	317	294	316	324	237	217	214	213	2955
2025	247	238	170	259	286	314							1514

Total cases filed in CR Municipal Court by type YTD: June 2024 vs. June 2025



Communications

Key Accomplishments

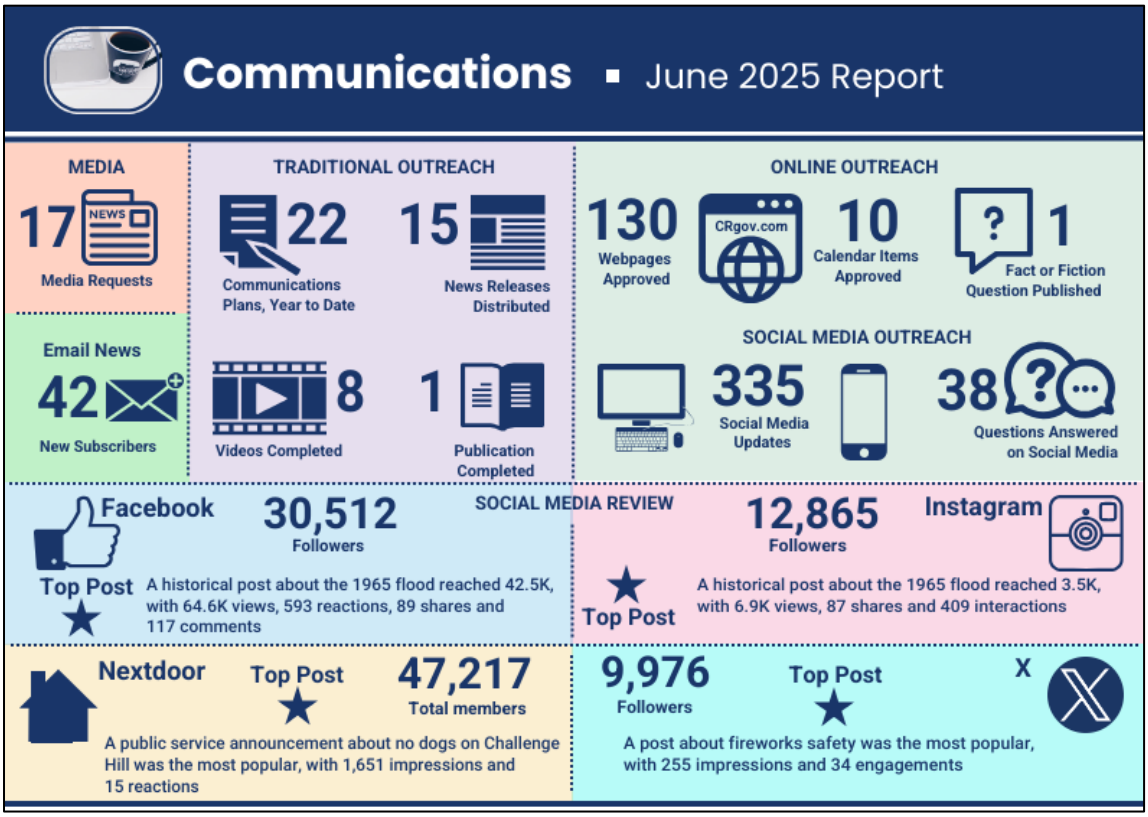
In June, the Communications Division supported the Bike to Work Day and Water Festival events, Mayor Gray's Colorado Municipal League Executive Board bid, Castle Rock Police Department communications and other events promotion. Staff also completed one publication: Your Town Talk newsletter.

Staff during June issued news releases about:

- Budget and pizza? Castle Rock community invited to learn, share and have a bite on July 21
- Grant funding available for local nonprofits – apply by Aug. 1
- Saturday night's alright for Philadelphia Freedom live at the Amphitheater July 19
- New medic unit enters service thanks to voter support – celebration set for June 28
- Help Parks and Recreation plan for the future; share feedback on strategic plan
- Castle Rock's first responders need community's help this Independence Day
- 'I Don't Want to Be' anywhere else, Gavin DeGraw live at the Amphitheater July 11
- The fun is as full as the moon at Pedal the Moon July 12
- Save gas, get fit and win prizes: Annual Bike to Work Day is June 25
- Weigh in on a future trail network near Red Hawk neighborhood
- Fireworks Bucket Brigade encourages safe disposal practices
- Residents express high satisfaction in 2025 community survey
- Splash into Summer at the South Metro Water Festival June 18 in Castle Rock
- Celebrate 10 years of engagement – apply for 2025 Your Town Academy
- June 3 Council update
- June 6 and June 20 Council updates

Hyperlinked items were available as of July 7

Metrics



Human Resources

Key Accomplishments

- HR attended **11** interview panels, totaling **50** interviews:
  - Street Maintenance Technician 14
  - Water Treatment Plant Operator Supervisor 5
  - PW Sr. Construction Inspector 5
  - Information Security Engineer 3
  - Upfitter Technician 2
  - I&C Engineer 2
  - Finance Project Analyst 1
  - Traffic Engineering Technician 1
  - CRW Early Professionals 1
  - Irrigation Technician 3
  - Facilities Maintenance Technician 5
  - Landscape Plan Reviewer 1
  - Systems Administrator 5
  - Parks Maintenance Technician 1
  - CIP Project Manager 1

- **Employee Orientation**: **Eight** new full-time employees and **46** part-time or seasonal employees came on board in June

- **Separations**: HR separated **five** full-time employees and **one** part-time or seasonal employees in June

- **Performance Evaluations:** In June HR reviewed **76** performance evaluations prior to their filing to ensure comments are consistent with ratings and that the Town's performance management standards are being met

- **Employee Recognition** - There were **14** recognitions in June

- **Training and Recruitment** –HR did not do an training or attend any job fairs

Youth Commission

Key Accomplishments

- Presented Youth Commission information to 30+ Youth Police Academy recruits
- Collaborated with the Douglas County Youth Initiative to plan 2025–2026 youth volunteer events
- Met with the Douglas County Healthy Youth Coalition to explore youth collaboration opportunities for the year
- **14** students have applied for the 2025/2026 Youth Commission
    - Youth Commission applications close July 31 CRgov.com/YouthCommission

CASTLE ROCK WATER

JUNE 2025 MONTHLY REPORT

382.5 MG
WATER DEMAND TOTAL

43.65%
RENEWABLE WATER SUPPLIES

1.96
WATER SUPPLY INDEX

SYSTEM INTEGRITY	3 leaks
WATER QUALITY SAMPLING	0 issues
CUSTOMER ACCOUNTS	28,026

View report online

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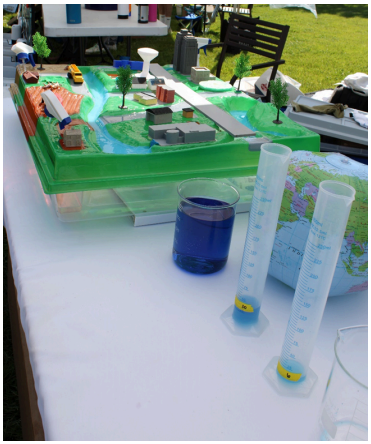
WHAT WE ARE UP TO

South Metro Water Festival

South Metro Water Supply Authority and its 14 members, including Castle Rock Water, recently launched a regional water festival to raise awareness about the water industry in a fun, interactive way. The inaugural event was held June 18 at Philip S. Miller Park & Amphitheater in Castle Rock, with plans to rotate the festival to different member communities in future years.

Designed for the whole family—not just kids—the festival featured hands-on exhibits, science demos, and engaging presentations on everything from fixing a toilet flapper to understanding your water meter. More than 1,600 attendees explored where their water comes from, learn about watershed protection, and got tips on ColoradoScaping their yards. The foam party, Mad Scientist presentations and animals from Nature's Educators were big hits.

To cap off the day, Castle Rock Water hosted the "Come for the Water, Stay for the Beer" After-Party from 6 to 8 p.m., featuring live music and samples of Dos Veces Mexican Lager—brewed using Castle Rock's high-quality reuse water.



CastleRockFoamParties.co

Checking for leaks

IN THE COMMUNITY

Are you a dirty duck or a diva duck when it comes to stormwater pollution prevention?

Castle Rock Water attended the Castle Rock Rotary Ducky Derby on Sunday, June 22 at Festival Park. With the message of protecting our waterways, the children's Ducky Decoration Station provided educational fun for kids of all ages to decorate a rubber duck or a pet rock. More than 300 children participated.

STAFF RECOGNITION

CERTIFICATIONS

Mark Morgan
Distribution Operator II

Patrick Paranto
Distribution Operator I

David Madsen
Distribution Operator II

Alexandra Daws
Distribution Operator II

Carson Croom
Distribution 1 Operator

NEW HIRES

Christian Rahm
Treatment Water Operator I

Christopher Lawrence
I&C Engineer II

Travis Crittenden
Raw Water Operator II

Aracelis Paul
Senior Office Assistant
Conservation, Water Resources and Stormwater

PROMOTIONS

Jack Berry
Plant Mechanic II

Jon Lutterman
Plant Mechanic III

Ed Sheets
Plant Mechanic III

Patrick Paranto
Treatment Operator Supervisor

Reese Anderson
Plant Mechanic III

Lyle Cable
Water Plant Operator II

John Grahn
Senior Stormwater Inspector

Jeff Lehman
Water Quality Coordinator

High Five

Rick Schultz

We received the below appreciation email from a resident for Rick Schultz customer service, and we want to recognize him for it.
Hello! We want to express our sincere appreciation of the assistance Rick Schultz provided to us with our water usage concerns. He explained everything about our water meter, how to read it and how it measures our usage. He is very knowledgeable and is able to explain things that a layman understands. Castle Rock Water is lucky to have Rick as an employee and do are we. Thank you, Bob and Donna Sands

Malorie Gamble
Jon Lutterman
Mike Murphree

Thank you for bravely stepping up to take on the fun—and meaningful—challenge of acting in our Lawn Dads series. You all did an incredible job bringing the humor and heart to life!

Mark Marlowe
Mark Henderson
Maryjo Reese
Nichol Bussey
Rick Schultz
Mike Murphree
Tim Dagg
Hannah Branning
Melinda Pastore
Matt Hayes

I'm incredibly thankful for the collaboration and dedication of our staff—especially the team that volunteered to represent Castle Rock Water at the South Metro Water Festival. True to form, one booth wasn't enough for us—we hosted four, each highlighting different messages. Our team delivered those messages with clarity and enthusiasm, engaging with hundreds of attendees and truly embodying the values of our organization.

WATER STAR AWARD

Reese Anderson, Plant Mechanic II

STORMWATER COMPLIANCE Q2 2025

The Stormwater Division manages stormwater runoff to minimize flooding hazards and to protect water quality in our watersheds. Services include:

- Construction site inspections
- Spill reporting, enforcement and response
- Public education and outreach
- Pond maintenance oversight
- Floodplain management
- Design and construction of SW CIP projects

New Chase Drain Policy

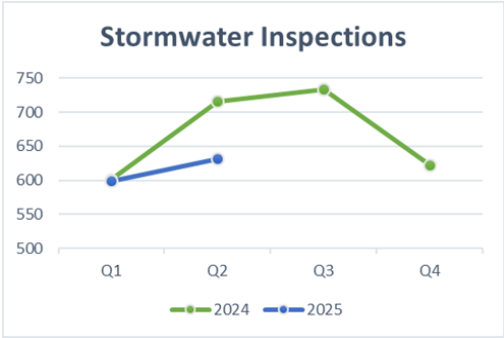
Chase drains are intended to address nuisance or excess water during dry weather. Since 2008, Castle Rock Water (CRW) has installed them at no cost, following at least one year of site monitoring. This approach created staffing burdens and unrealistic homeowner expectations. Under the new policy, CRW has removed the monitoring requirement and now charges $1,500 per installation. Water usage, leak detection, and areas of influence will still be assessed to identify the water source. Approved drains will be installed by Public Works as part of the Town's pavement management program, typically in late fall. Chase drains require specific site conditions and are not approved for icing complaints, as they can freeze and overflow, worsening sidewalk ice issues.

CUSTOMER SERVICE REQUESTS

The Stormwater Division receives various customer concerns from nuisance groundwater and illicit discharges, to dust, and infrastructure maintenance. Complaints often rise and fall with weather patterns. Customer service requests fell 41% from Q2 of 2024 which included 44 CSRs following the June 9, 2025 storm.

STORMWATER INSPECTIONS

The inspection team regulates permitted residential and commercial properties. Total inspections are down 12% from Q2 of 2024 but just 7% year over year. Residential tract home permits are down 17% this year which accounts for the drop in inspections.



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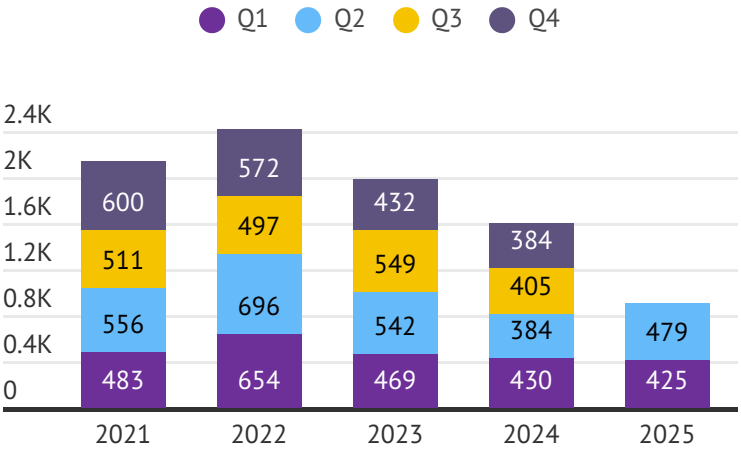
PLAN REVIEW

Q2 2025

Castle Rock Water Plan Review team reviews planned development plans, site plans, construction drawings, water efficiency plans and technical reports for each project to ensure the public infrastructure built by the developer is following the criteria set by the Town, with respect to:

- Water
- Sanitary sewer
- Stormwater drainage
- Flood control
- Landscape and irrigation
- Temporary Erosion and Sedimentary Control

PLAN REVIEWS



270

# of projects in Q2

PERMITS

PERIOD	Single Family	Com-mercial	Misc	Multi-family	TOTAL
1st Quarter	261	42	9	8	320
2nd Quarter	347	37	8	4	396

The plan review team reviews building permits to verify proposed water demand to size meters and assess system development fees.

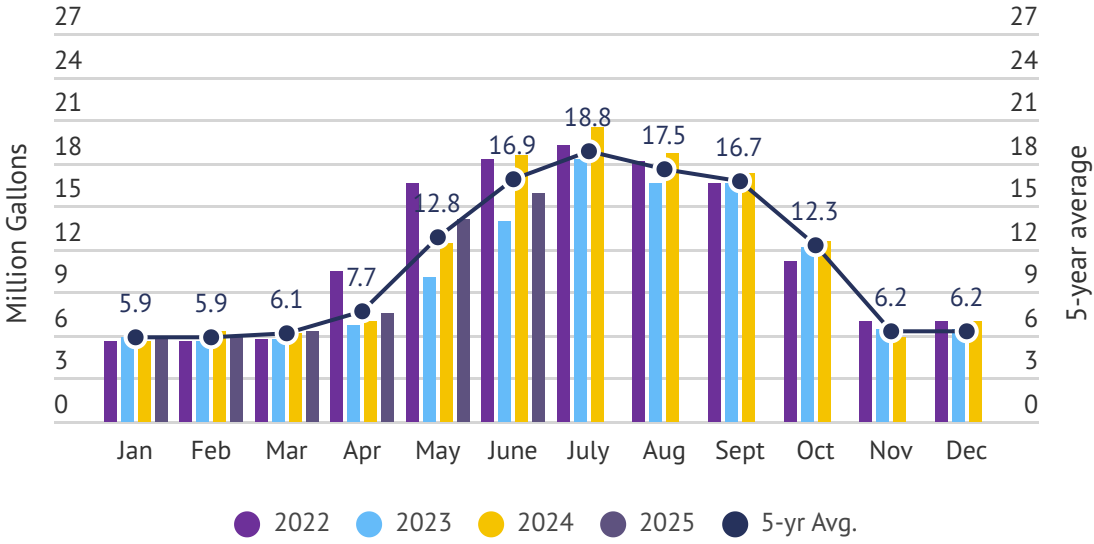
WATER RESOURCES

WATER DEMAND

Maximum demands inform us of the size of the infrastructure necessary to provide water service over short periods of time and help us to plan future water resources needs.

DAILY DEMAND

- 15.8 million gallons/day (MGD)
- 5-year average: 16.9 MGD
- 7% lower than the 5-year average



MONTHLY DEMAND

- The water demand total for June was 382.5 million gallons (MG) [1,173.8 acre-feet (AF)]
- 32% higher than the May 2025 total of 290.4 MG
- 18.8% decrease from the previous year's June 2024 demand of 471.3 MG

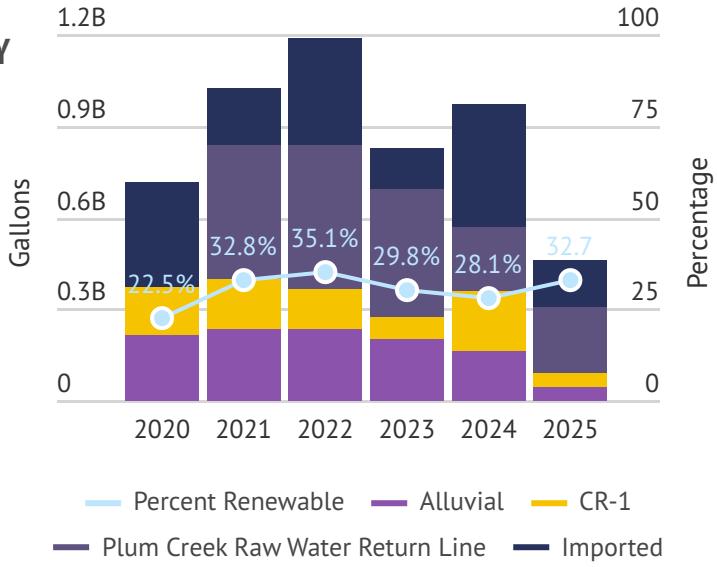
WATER RESOURCES

RENEWABLE WATER SUPPLY

Renewable supplies are those water sources that are replenished by precipitation.

39.57%
JUNE

2065 goal: 100%



In total, renewable supplies accounted for 43.65% of the total water supply for the month (179 MG of 410 MG) and 32.65% of the annual water supply (460.23 MG of 1,409.4 MG)

- The CR-1 diversion produced an average of 0.33 MGD
- The PC diversion produced an average of 3.61 MGD
- The 14 alluvial wells produced an average of 0.15 MGD
- The renewable water production average was 5.97 MGD

REUSABLE SUPPLIES

92.1%
June 2025

Reusable supplies are waters that are either from the non-tributary Denver Basin (deep wells) or imported supplies (such as WISE) that can be used over and over, to extinction.

STORAGE

- Chatfield Reservoir: 1,972 AF
- Rueter-Hess Reservoir: 588.43 AF
- Castle Rock Reservoir No. 1 (CRR1): 0 AF
- Castle Rock Reservoir No. 2 (CRR2): 306.5 AF
- Walker Reservoir: 20.76 AF

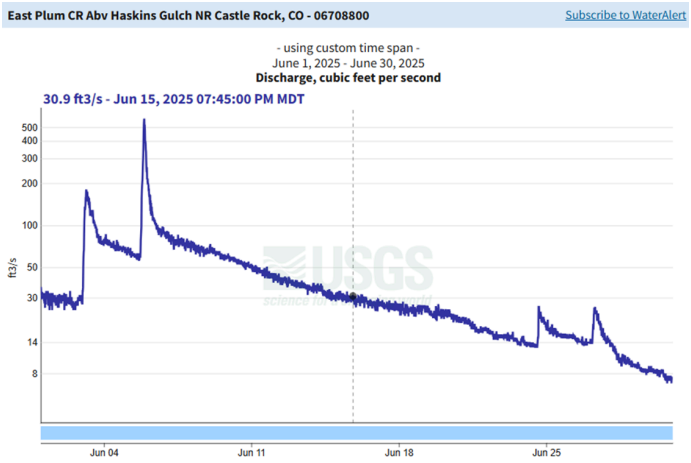
Made with infogram

WATER RESOURCES

EAST PLUM CREEK FLOWS

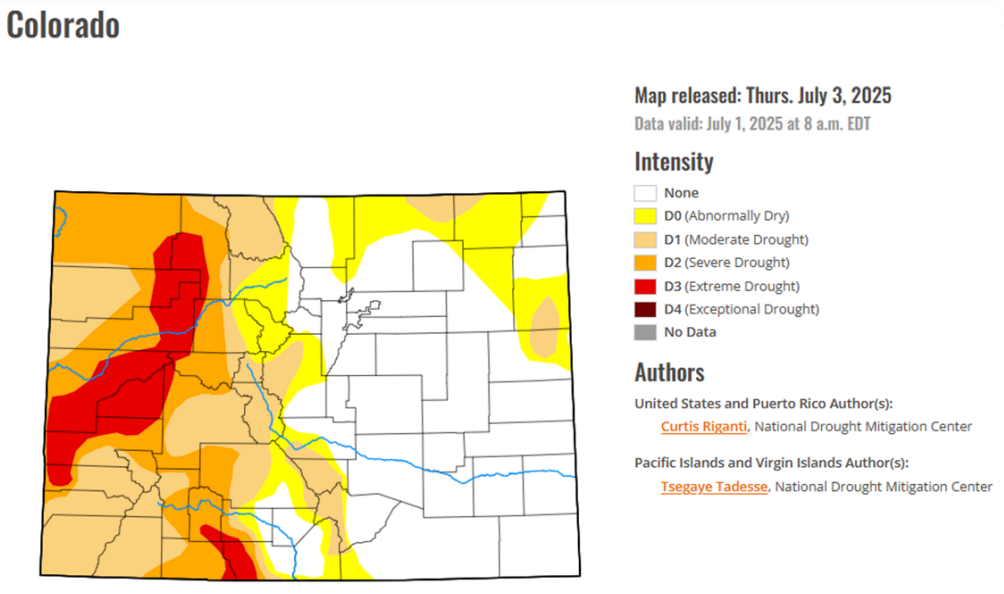
The hydrograph indicates the estimated flow in East Plum Creek basin.

- Flows ranged from 6.67 to 577 cubic feet per second (cfs)
- The monthly average streamflow was 33.2 cfs
- The 26-year mean is 4.5 cfs



DROUGHT

According to the most recent U.S. Drought Monitor maintained by the United States Department of Agriculture (USDA), northern Douglas County is not experiencing drought conditions.



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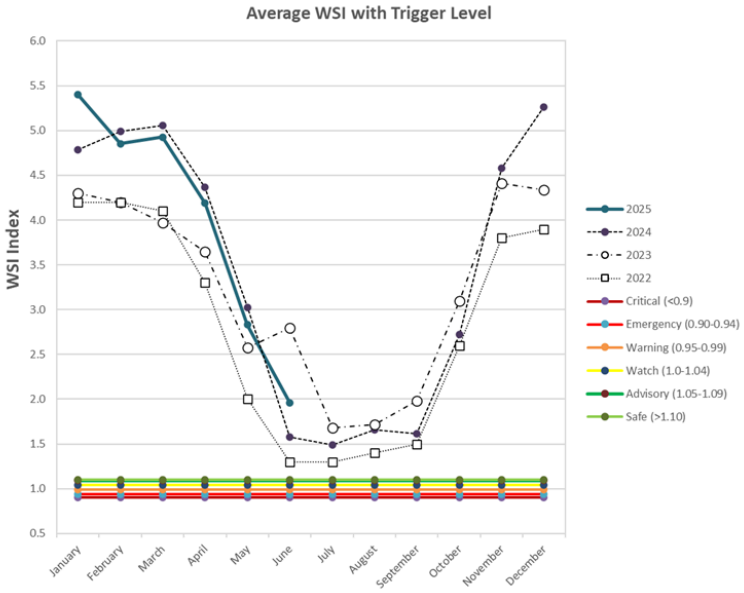
WATER SUPPLY INDEX

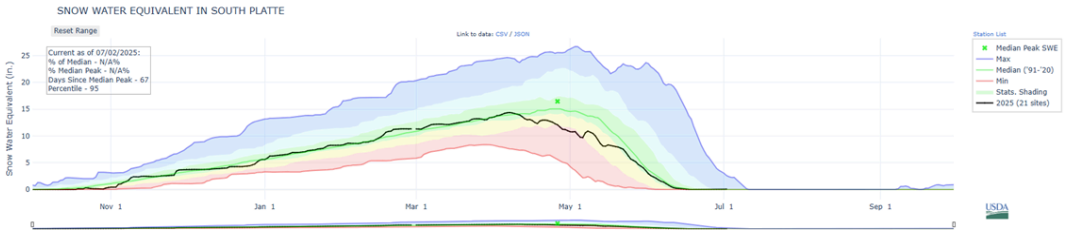


1.96
WSI

The Town of Castle Rock's Drought Management Plan uses a Water Supply Index (WSI) for the Town that accounts for local conditions relative to the Town's capability to address our water resources and daily water demands. Anything below 1.1 will trigger a drought stage relative to its severity.

SOUTH PLATTE RIVER BASIN SNOW PACK

- Year-to-date precipitation at 91% of median.

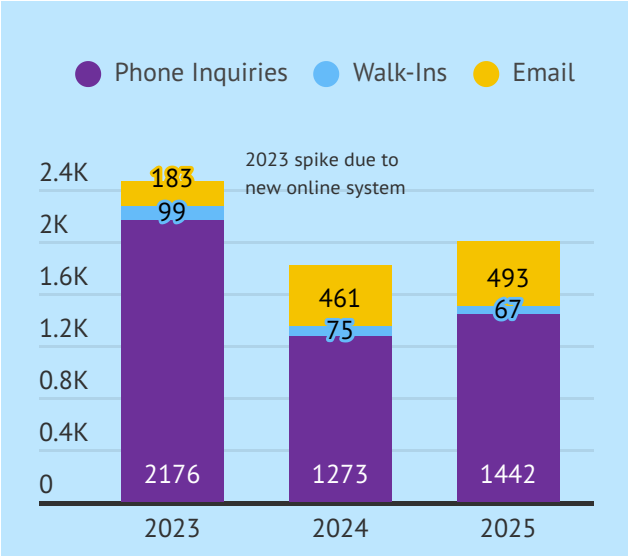


BUSINESS SOLUTIONS

CUSTOMER SERVICE

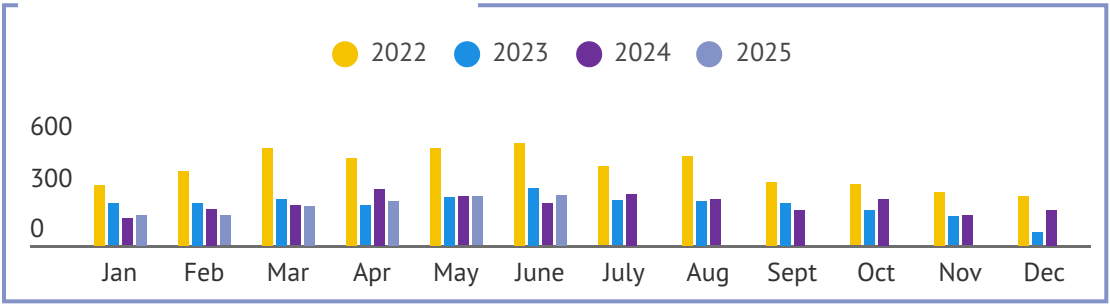
CUSTOMER ACCOUNTS
28,026

Customers with an online account:
59%



TRANSFER OF SERVICE

Transfers of service represents the start/stop for service for new properties and those changing ownership.



CUSTOMER OUTREACH

OUTLET	POST	REACH		
Facebook	7 posts	42.8k reach	1.2k engagement	47 shares
Instagram	5 posts	5.2k reach	102 engagement	70 shares
LinkedIn	1 post	149 reach	2 engagment	1 clicks
Email	14,743	67% open rate		
HOA mail	142	67% open rate		

TOPICS
South Metro
Water Festival
Lawn Dad videos

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METER SERVICES

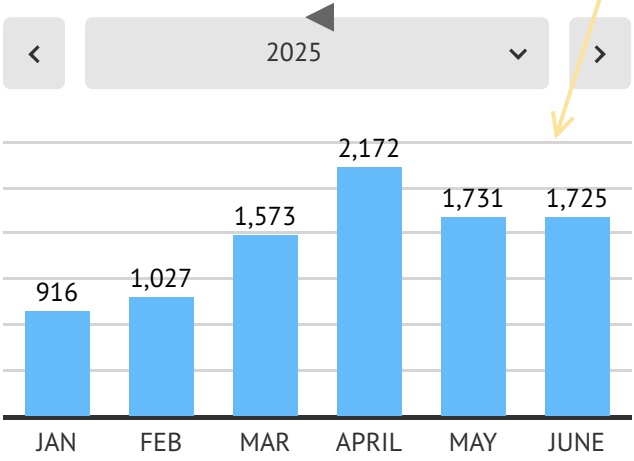
AMI Technology

On June 1, Castle Rock Water completed its first customer meter read using Automated Metering Infrastructure (AMI), a system that remotely collects water usage data. This eliminates the need for manual meter reading, which once took up to three days with multiple teams, and can now be done in a day—mostly from the office. AMI also provides real-time data, enabling alerts for leaks, excessive use, and unusual consumption patterns. CRW is exploring customer data portals to share this information. About 20% of customer meters still require upgrades.

ALL SERVICE WORK ORDERS

Standard work orders include meter replacement and AMI upgrade, bulk hydrant move-outs, curb stop maintenance, MXU installation, flow detection and pressure checks.

AMI installation is a primary reason for the high number of work orders.



Skipped reads

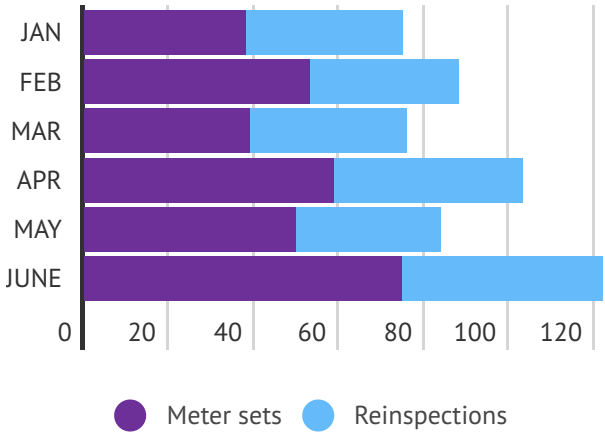
1.95%

The AWWA standard is 2%. CRW continues to stay below the industry average.

Measuring skipped reads is a strong indication of the level of preventative maintenance being done by our team.

METER SET INSPECTIONS

Meter set inspections, to ensure code compliance, are required on all new meters installed. At the time of the inspection, the curb stop is tested for operability and the MXU is installed which provides reading capability for our drive by technology.



OPERATIONS

0

OUTAGES

GOAL: <5 % of our customers will experience water outage for one or more events totaling more than 30 hours per year.

0

PRESSURE

GOAL: 1% of our customers will experience less than 43 pounds per square inch (psi) of pressure at the meter during normal operations.

0

OVERFLOWS

GOAL: Prevent 100% of sewer system overflows with line inspections and cleaning.

SANITARY SEWER OVERFLOWS

AWWA Index: SSO rate/100 mi

- Top quartile: 0.4
- Castle Rock Water: 1.2
- Median: 1.6
- Bottom quartile: 3.3

3

LINE BREAKS

GOAL: Remain in the top quartile for AWWA benchmarking for leaks and breaks through regular maintenance and rehabilitation.

WATER SYSTEM INTEGRITY

AWWA Index: Leaks and breaks/100 mi

- Castle Rock Water: 3.51
- Top quartile: 9.2
- Median: 18.7
- Bottom quartile: 30.1

1341
UTILITY LOCATES

41.34 mi
LINES INSPECTED

LINES CLEANED
6.46 mi

OPERATIONS

There was a water main break on 8” DIP at the intersection of Castle Rock Parkway and Castle Gate Drive North. Three apartment buildings had reduced water pressure for 5 hours.

The Distribution team repaired a service line on Kendrick Court. Eight homes were without water for 45 minutes.

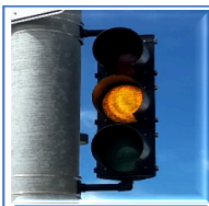
The Distribution team, led by Michelle Strang, repaired a valve packing leak at Meadowlark and Bobolink Dr. During the repair, 25 homes were without water for two and a half hours.

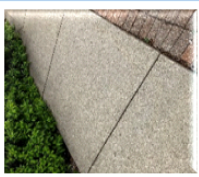
Monthly Report
June 2025

Pavements

Traffic Control

Street Lights


Signals


Sidewalks

Structures

Verge

Fleet

Capital Improvement Program Projects

Crystal Valley Interchange

- Work continues on the retaining wall along the East Frontage Road, lane closures implemented as needed.
- Bridge railing concrete has been completed and crews began preparing some bridge elements for painting.
- Dirt continues to be hauled across the bridge to complete the embankments for the northbound I-25 on and off ramps.

- Prep work on the west side of I-25 continues this month to prepare for paving operations. Installation of conduit for the electrical infrastructure continues on the westside of I-25 in preparation for street light installations later this year.
- On the east side of I-25, final grading and seeding wraps up this month and will continue in unfinished areas through the summer.

Fifth Street Widening

The Town hit major milestones this month, moving the project towards the construction phase. CDOT issued all approvals on the project design and developed the construction contract allowing staff to proceed with procurement activities. The construction contract was advertised publicly for bidding this month.

Crowfoot Valley Road Widening

This month, crews have excavated more than 100 truckloads of dirt and relocated several private utilities, including gas and fiber optic lines. Additionally, three new fire hydrants have been installed. The manufacturing of key components including sanitary, storm drain, and signal components continues.

Relocation of Dawson Ridge Blvd and West Frontage Rd

- Subgrade prep for paving operations continues
- Staff continues to coordinate with the Dawson Trails developer for the construction of roundabouts along the Dawson Trails Blvd corridor
- Seeding and erosion control are being placed per TESC

Wolfensberger Widening Improvements Project

Right of way (ROW) acquisition efforts are ongoing, with offers extended and Purchase & Sale Agreements currently under review by property owners

Pavements

Staff continues to advance pavement maintenance with current efforts on pavement replacement and rehabilitation in the Pavement Maintenance Programs (PMP) Central Region. Rehabilitation efforts (Overlay) were completed in the Craig and Gould area. Efforts have moved to the Red Hawk Area. Pavement Replacement efforts continue in the Woodlands area. Asphalt pavement patching began on primary roadways scheduled for maintenance.

12 large area asphalt repairs during June primarily on South Streets and Wolfensberger. Removed of two older speed reduction devices and replaced them with speed cushions. These operations utilized 92.8 tons of hot mix asphalt.

Over 21 lane miles of crack sealing of roadways for the 2026 PMP, utilizing over 19,000 pounds of crack seal material.

Sidewalks

Curb, Gutter, and Sidewalk Project

Sidewalk repairs continue in the Woodlands area.

Structures

2025 Bridge Maintenance Program

The proposed bridge contract will perform needed maintenance on the Castle Rock Parkway bridge over SH85, and Plum Creek Pkwy bridge over the UPRR. The project is expected to start after the 4th of July holiday and expected to be completed by the end of August.

Traffic Signals and Street lights

June saw improvements to the operations of all traffic signals and streetlights, while maintaining steady operations of all beacons. Progress continues for new traffic signal installations and safety improvements at key locations.

Monthly Asset Highlights

- 95% Streetlights Operational: +1%
- 97% Flashing Beacons Operational: 0%
- Number of Work Zone Traffic Plans reviewed: 61
- Travel time server was down, metrics not available

2nd Quarter Crash Reports:	2024	2025
• Total crashes:	245	239
• Total crashes with fatalities:	3	0
• Total crashes resulting in injuries:	20	21

Project Highlights

- Advertisement and received bids for construction of a new signal at Prairie Hawk Dr. & Low Meadow Blvd.
- Construction for new signal at Crowfoot Valley Rd. & Sapphire Pt. Blvd. underway
- Completed town-wide EOS software upgrade conversion of traffic signal controllers providing improved operations and usability for staff, enhanced functionality, and support of future connected-vehicle technologies

Traffic Control

382 total tasks in June which included preventative maintenance and repair tasks for assets we manage: marking, signs, beacons, traffic signals, and streetlights. We also supported four Town events with traffic control and closures.

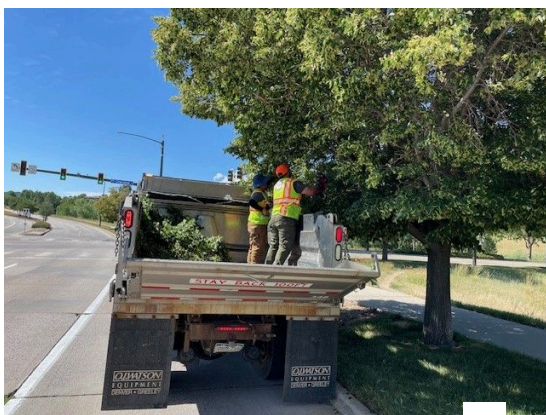
Fleet

The Fleet Services Division continues to provide excellent customer service and support for town vehicles and equipment. Preventative maintenance is critical to maintaining optimal vehicle performance and extending the life. Our maintenance schedule intervals are based on vehicle usage, and time for our low use vehicles. We also perform unscheduled maintenance and repairs for vehicles that break down or require work outside of their routine maintenance schedules. In addition, we provide full service upfitting service for new vehicles, and decommissioning services for replaced or surplus assets. During June, 145 work orders were completed, with 77 of them being preventative maintenance. Our technicians had 642 labor hours available this month and recorded 455 hours of direct labor to work orders. Our parts cost, which includes capital equipment, totaled $72k. The town vehicle availability was 93%. Our heavy technicians have been focusing on off season repairs for dump trucks and snow removal equipment to prep prior to the next season.

Total town assets listed in our Fleet Management Information System (Faster Web) is currently at 591. There are 20 new assets currently in various stages of the acquisition process, most of which will go to police and fire. Three new assets were received in June and will be scheduled for in service work. There are 18 assets scheduled for decommissioning and will be sold at auction in the next 6 months. Additional surplus equipment will also be sold for the Parks department. Unit 010 for the Police Department was a total loss due to a crash in June. Its replacement is currently in process and the claim process is completed.

Verge

Focus continued on verge maintenance, mowing 91 edge line miles of roadways. String trimming and trash pickup were also undertaken as part of this operation along the same span of roadways.



Castle Rock Fire and Rescue Department

An Internationally Accredited Fire Rescue Agency Since 2012

June 2025 Monthly Report

Department News: On June 13, 9 newest members graduated the Lateral Fire Academy. Congratulations Lateral Class 25-01!

Swearing in Paramedics

Swearing in EMTs

9 new members

Gift presentation

Vision - To Be The Best - at providing emergency and prevention services
Mission - High Customer Satisfaction - through quality preparation and excellent service
Values - Strength, Honor, Integrity, Excellence, Leadership, Dedication, Service

Operations Division:

Deputy Chief Oren Bersagel-Briese

Deputy Chief Commentary:

On June 21, our fourth medic unit, Medic 155, went into service at Station 155. This is the first time in department history that we have had four staffed medic units, and it marks a significant increase in our service delivery to the community. A lot of work goes into preparing for a newly staffed apparatus, including hiring, facility preparation, medic unit upfitting, equipment acquisition, and procedural updates. To accommodate the new staff, we are working with facilities on a minor station remodel that will include an additional shower and a new bunkroom. While many members had a role in getting the unit ready, we'd like to specifically acknowledge Ben Jennings, Max Walter, Landon Brunk, Zach Winters, Steve Coffin, and the crews at Station 155.

We conducted our mid-year shift bid, and due to a number of recent promotions and the opening of Medic 155, we saw a significant amount of movement. More than 20 members moved to a new crew across the three shifts, and all of our new lateral graduates were assigned shifts.

EMS: The EMS Working Group continued to develop an enhanced Attending EMT Program, including working through certification requirements, medical director support, and updating protocols and procedures. The group discussed the EMTs role in completing refusals, expanding their scope of practice to meet the currently allowed items in the Denver Metro Protocols, additional training, and how this program would affect operational practice. The group will continue to meet over the next few months and further develop the program before beginning a trial with specific members.

The department is currently recruiting members to attend paramedic school in 2026, and we are keeping an eye on the 6-month program so we can send as many as four members through school. We've also noticed an increase in the acuity of some medical responses, and the feedback from our primary partner receiving facilities has been very positive – where they are stating that CRFD's level of patient care stands out. Lastly, congratulations to Evan Mathias for being cleared as a transporting/attending EMT.

Special Operations: CRFD, South Metro, and West Metro conducted joint training on trench rescue and structure collapse. Thank you to all of the crews that participated and helped continue to refine our regional response capabilities. Extrication leads have also conducted some training on big-rig stabilization and patient removal, and are continuing to refine our tactics and terminology.

Pipes and Drums: June was a busy month for the band, with performances at the Leadership Douglas County graduation, the Lateral Academy graduation, Corey Rose's Wishes and Heroes event, and at Chief Mike West's change of command ceremony in Milliken.

We are currently working on the following projects:

- Station 156 design
- SOG/Admin Directive updates
- Updating the administrative area of FHQ
- Station 155 updates for M155
- Researching new traffic preemption systems

We also:

- Attended a South Area Ops Chief Group meeting
- Participated in the Town's Employee Breakfast

Call Statistics:

For June, we responded to 603 calls for service. For the year, we have now responded to 3,535 calls, which is 58 more than at the same point in 2024. We averaged 20 calls per day for the month.

Of the 603 calls this month, 14 were fire-related, 43 were motor vehicle crashes, 73 were service in nature, 333 were EMS calls, 70 were good intent calls, 53 were alarms, and the remaining were miscellaneous. In June, we transported 300 patients to area hospitals, with 235 transported to Castle Rock, 56 to Sky Ridge, and 9 to other facilities.

For the month, we received a citizen survey rating of 4 out of 5, or better, 100% of the time.

Busiest Fire Station	Busiest Engine/Quint	Busiest Medic Unit
Sta151 with 450 responses	E154 with 222 calls	M151 with 188 calls

For a more detailed breakdown of our operational data, [click here]

Significant Incidents:

In June, CRFD responded to 6 cardiac arrests and no other significant reportable incidents.

June 10 – Battalion Chief 151, Quint 155, and SAFE151 assisted SMFR with a residential structure fire

Medic 155 at Station 155

Crash response on I-25

Administration Division:

Fire Chief Norris Croom

Key Admin Issues:

On June 21st, we placed Medic 155 into service, marking the launch of our 4th full-time 24/7 medic unit. This addition was made possible by funding from ballot measure 2A, passed in November 2024. We sincerely thank our community for their support of this critical initiative.

While the go-live date for CAD-to-CAD integration with South Metro was initially targeted for early May, unforeseen technical issues have pushed this effort into July. Once operational, this system will allow for automatic unit dispatching between agencies, improving response times and eliminating manual communication with dispatch centers. Although some challenges are anticipated post-implementation, the delay has allowed us to address key concerns in advance.

Deputy Chief Bersagel-Briese and I continue to work to support Ben, Landon, and Max in Logistics to ensure they have what they need to keep everything moving forward. Generally, I'm helping with Facilities and DoIT issues, and DPC Bersagel-Briese is assisting with Fleet and Equipment. The Logistics Team continues to do a great job, and we would ask for continued patience as we work through different fleet and facilities issues.

We are working with CPS, Recruiters | CPS HR Consulting, to run a hiring process for the Division Chief vacancies in the Fire and Life Safety Division as well as Logistics. CPS is a well-known, national recruiter that has a significant amount of experience in fire service recruiting and hiring, and they have run processes for other Front Range agencies. The current schedule is to advertise both positions during the month of July, screen candidates and perform initial backgrounds in August, and then conduct interview panels in September. This process is not restricted to external candidates only, and we encourage any interested internal candidates to apply. We will be involving the members from each division (as well as others) in the interview process, and we will provide more info as we get close to the interviews.

Fire Chief Commentary:

As part of our Emergency Management responsibilities, we are working with Douglas County on their Hazard Mitigation Plan. The Town has participated in this plan in the past, this is the required update that will be adopted in 2026, and numerous departments in Town are participating in this effort. The intent behind the plan is it "will make Douglas County and its jurisdictions more resistant to damages from natural disasters. The plan update is essential in ensuring eligibility for future FEMA Hazard Mitigation Assistance (HMA) funding and will be updated with the support of our contract consultant throughout the year. The planning process will culminate with a full draft submitted to the Division of Homeland Security and Emergency Management (DHSEM) by May 2026."

We also participated in an evacuation drill of Bell Mountain Ranch with Douglas County Office of Emergency Management. DC OEM works with various communities throughout the county, and

schedules 1-2 drills per year. Previous drills have been held in Roxborough Park, Perry Park, and Woodmoor Mountain.

We are still working to lease a space to be able to store new apparatus and equipment indoors until upfit and in servicing can occur. We are working with the owner of the Stor Haus on Regent Street, and hope to be able to finalize this in July. We are pursuing this space due to us having no additional storage space, and we recently had a new staff vehicle suffer approx. $2700 worth of rodent damage after it got into the engine compartment and ate wiring and insulation. In addition, we don't want any new apparatus damaged by our typical summer hail storms, so having a storage unit to put them in should resolve both of these issues.

Design work continues on Station 156, and we are also working to establish a detailed budget. We still need to complete a rezone and possible replat of the site, and are working with the architect and Town to make this happen. We are hoping to be able to provide some visuals in the near future. We continue to work with Facilities to begin the needed improvements at Station 155 to accommodate the addition of Medic 155. This will involve an additional bunkroom and modified bathroom facilities, and it now looks like this won't be completed until August.

Finally, our anniversary badges have arrived and been distributed to our members.

Fire and Life Safety Division:

Acting Fire Marshal Kevin Sullivan

Fire and Life Safety Division Summary:

Wildfire Preparedness and Community Engagement

On June 7, CRFD representatives participated in the Firewise USA® and Community Advocate Wildfire Mitigation & Preparedness Networking Session held at the Philip S. Miller Building. This event fostered collaboration between agencies and community leaders, focusing on urban forestry, home hardening strategies, and small-group discussions to enhance local wildfire readiness.

Professional Development and Training

Three members of the Fire and Life Safety Division attended the 2025 NFPA Conference & Expo in Las Vegas from June 16–20. Attendees engaged in technical sessions, participated in voting during the NFPA Technical Meeting, and brought back valuable insights to improve our department's practices.

On June 26, three additional team members completed BDA/ERCES training, enhancing our capabilities in reviewing and inspecting in-building emergency communication systems.

Code Clarification and Public Resources

In June, the long-awaited CRFD Outdoor Burning Guide was finalized and distributed. This document provides clear, accessible guidance for both field crews and the public, supporting consistent enforcement and safer community practices.

Car Seat Program Growth

Our car seat education program continued to grow, with 10 community car seat checks conducted in June. Seven installation errors were identified and corrected. Nine appointments were scheduled and conducted by the educators, with one additional check completed by B Shift. FLSE Duncan served as co-instructor for West Metro Fire's Car Seat Safety Technician certification class on June 17–18, helping expand regional capability.

Public Education and Outreach

CRFD educators reached 1,359 community members across 14 public education events totaling 16.5 hours. Of those, 494 were children and 865 adults. Additionally, more than 15,000 digital contacts were recorded in June.

FLSE personnel supported major initiatives including the Youth Police Academy and the Fireworks Bucket Brigade, distributing 500 safety-marked buckets to local fireworks vendors in partnership with DFPC and local teams.

Fire Investigation Training

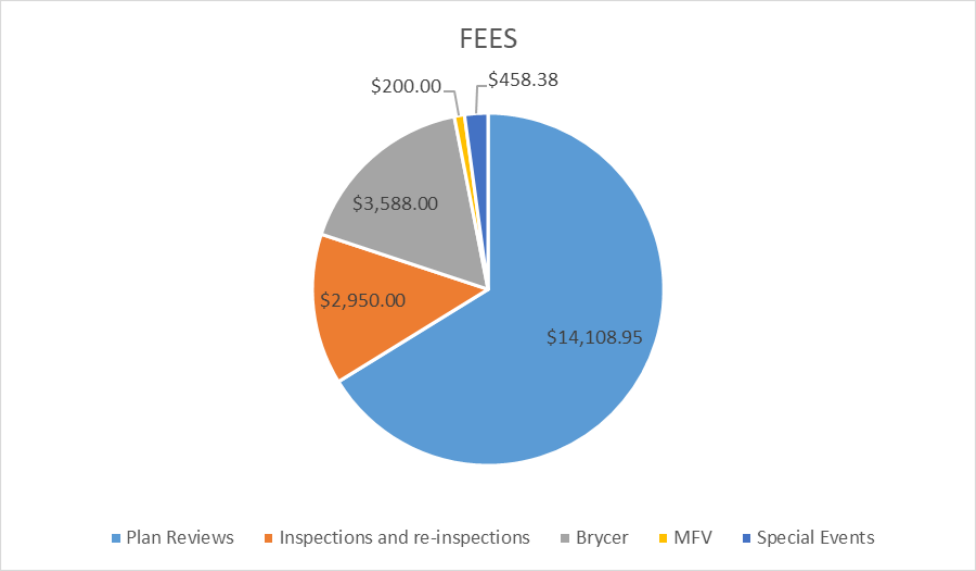
Fire Prevention Officer Thomas successfully completed FI210: Fire Investigation: Origin and Cause course in Glenwood Springs, further advancing our division's investigative expertise.

Looking Ahead
The Division continues to focus on education, preparedness, and technical competence as we enter wildfire season. We thank our team and partners for continued collaboration and dedication to public safety.

Programs and Operations:
Complaints: **0** Citations: **0** CWPP contact hours: **6** CORA requests: **1**
Fire Prevention Customer Inquiries: **162** Stop Work Orders: **0** Fire Watch: **2**
Fire/Investigation Responses: **11** Permits Issued**: 25** Permits Closed: **31**
Unmanned Aerial Vehicle flights: **0** Development Services Meetings: **24**

Fees brought in from the Division:

FEES RECEIVED	
Plan Reviews	$14,108.95
Inspections and re-inspections	$2,950.00
Brycer	$3,588.00
MFV	$200.00
Special Events	$458.38
Totals	$21,305.33



<u>Community Risk Reduction</u>

June Public Education Highlights:
- June's educational message was fireworks safety.
- FLSE Educators Duncan and Sanderlin participated in the Castle Rock Activity Center/Senior Life Expo where they had the opportunity to interact with 609 attendees from throughout the

region. FLSDs handed out 70 File of Life brochures alongside the Douglas County Sheriff's office and educated community members about smoke alarms.

- FLSE Educators Duncan and Sanderlin assisted with BLS instruction and coordination of eCard distribution for the CRFD Explorer 107 post academy.
- CRFD participated in the first Splash Mob of 2025 with CRPD at the Miller Activity Complex. Lone Tree police and South Metro Fire representatives attended the event to bring a similar program to Lone Tree residents in July.
- FLSD Duncan
    - Assisted with Youth Police Academy and taught participants Hands Only CPR
    - Co-instructor for West Metro Fire Academy's Car Seat Safety Technician certification class
- FLSD Sanderlin
    - Represented CRFD at Firewise USA and Community Advocate Wildfire Mitigation and Preparedness Networking session in Castle Rock, CO
    - Attended NFPA Conference and Expo in Las Vegas, NV
    - FLSE Sanderlin, in collaboration with the Colorado Division of Fire Prevention and Control (DFPC), coordinated the launch of the Fireworks Bucket Brigade program in Castle Rock to promote personal fireworks safety and proper disposal practices. She secured 500 5-gallon buckets from local retailers, placed DFPC educational stickers on the buckets and then distributed the buckets along with safety handouts to all fireworks stands in Castle Rock during the week of 6/23/25 to promote this program. This effort was made possible by the entire FLSD, CRFD Logistics Team, CRFD Admin. Team, D-shifters and the Accreditation Manager, thank you all!

Social Media:

- During the month of May (reporting is one month in arrears), the CRFD Facebook page reached 32,156 people. Posts were shared 14 times during the month and post engagements came in at 787.
- Our three highest reaching posts were about International Firefighters Day, co-hosting the 12 day, and Engine 153 rescuing a dog from under a deck.

Crews in the community

Bucket Brigade

NFPA Conference

Training Division:

Division Chief Jeff Hood

Division Commentary and Happenings: June showcased the Training Division's commitment to both internal excellence and external collaboration. The completion of the Lateral Academy was a reflection of the department's high standards and the dedication of our instructional staff. Our STOs remained deeply engaged, supporting line personnel and advancing training initiatives. We also maintained strong momentum on several outreach fronts, from exploring acquired structure opportunities to partnering with CPS and external agencies for upcoming trainings.

Lateral Academy Graduation: The Lateral Academy concluded on June 13 with a graduation ceremony, during which nine recruits were officially presented to the Operations Division. The academy was a significant lift for the Operations and Training Division and was designed to both verify foundational firefighter skills and provide instruction on CRFD-specific techniques, equipment, and expectations. The work was spearheaded by Assistant Training Chief Clay Kallweit, with strong leadership from Lieutenants Robberson and Captains Peery and Patik. We are confident in our new members and optimistic about their future success within the organization.

STOs: Completed and distributed an AAR for a unique call in Diamond Ridge, now available in the J: Drive. They led a big rig lift and stabilization training at Westside, assisted with a regional trench rescue training at Waterton Canyon, and helped finalize certifications for lateral academy recruits. STOs also continued RQI implementation and delivered or supported hundreds of hours of training to line personnel.

Training Division Transitions: We officially welcomed Captain Steve Patik as B-shift's new STO. Steve has hit the ground running and is doing a great job of "drinking from the firehose"! His positive attitude and drive are already making a difference. We've also enjoyed the growing partnership with Assistant Chief Coffin, whose oversight of EMS and Special Operations has brought helpful coordination and leadership to both the division and our SMEs.

Colorado Metropolitan Certification Board (CMCB): CMCB was reaccredited by ProBoard this month. We completed and filed a field audit of two of the CMCB practical testing scenarios. Finally, through coordination with Arvada Fire, ProBoard, and CMCB, a new pathway was created for current CPSE Fire Officers to obtain a Pro Board Fire Officer II certification. This change took significant effort across agencies, and we're proud to have played a role in bringing it to fruition.

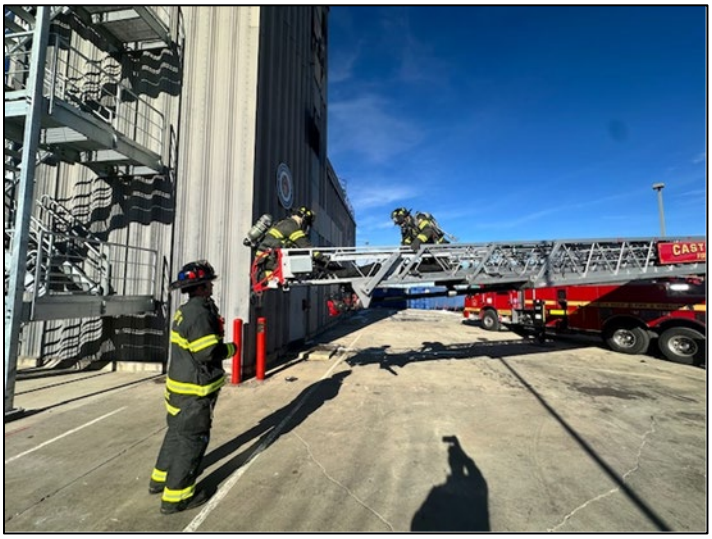
Other Division Happenings:

- We advanced planning with CPS for the Lieutenant promotional process and connected CPS with CRFD leadership for upcoming Division Chief hirings.

- Initial development began for department-wide awareness training videos and a relaunch of training/safety bulletins.
- Preparation continued for our July 10 flashover/fire behavior class in collaboration with the Special Investigations Unit and multiple outside agencies.
- We continued working with one of two property owners at Park and Wolfensberger to explore another acquired structure opportunity.
- We continued working with our seven entry-level new hires throughout their process in preparation for West Metro's Academy.

Regional Rope Training

Aerial Apparatus Training



Continuous Quality Improvement:

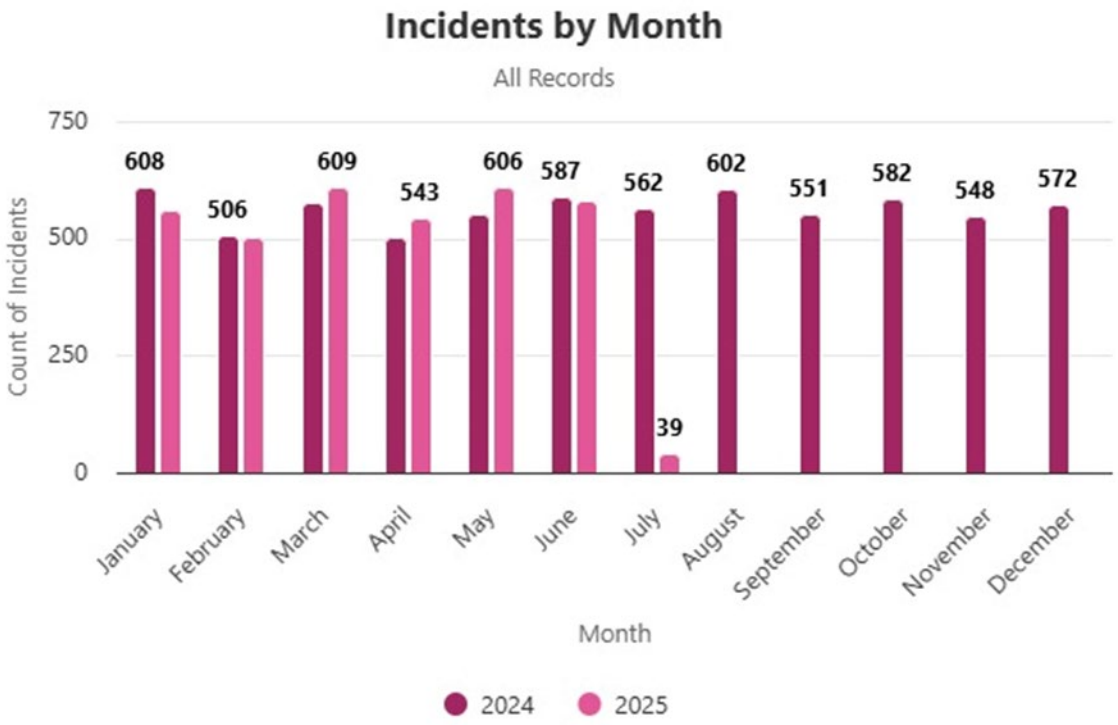
Accreditation Manager Katt Walsh

From January through June, CRFD's total call volume in 2025 has remained similar with the same period in 2024.

Follow the below link to see all of the June 2025 stats, and please don't hesitate to contact me with any questions.

Link to the draft monthly status report

ImageTrend monthly data



MONTHLY REPORT

JUNE

Monthly Updates of the Finance Department for the Town of Castle Rock.

How Does it Work?

Finance Department

Accounting

The Accounting Team offers financial services, including accounts payable and receivable, investments, and capital asset reporting, ensuring transactions comply with the Town's Municipal Code, Governmental Accounting Standards, and relevant laws and regulations.

Payroll

The Payroll Team handles employee compensation, processing benefits, deductions, and all aspects of pay, while staying current with complex federal and state payroll and tax regulations. They uphold strict confidentiality and deliver excellent customer service.

Revenue

The Revenue Team offers exceptional customer service and education while licensing businesses and collecting sales tax, fostering a "hometown" atmosphere. They collaborate with economic development, the Downtown Development Authority, and the Urban Renewal Authority to align with the Town's vision.

Budget

The Budget Team assists departments with budgeting and financial planning to achieve short- and long-term strategic priorities, while actively monitoring, analyzing, and reporting on the Town's financial activity year-round.

Our Mission

Through exceptional customer service and effective partnerships, we deliver accurate and timely financial services.

Our Vision

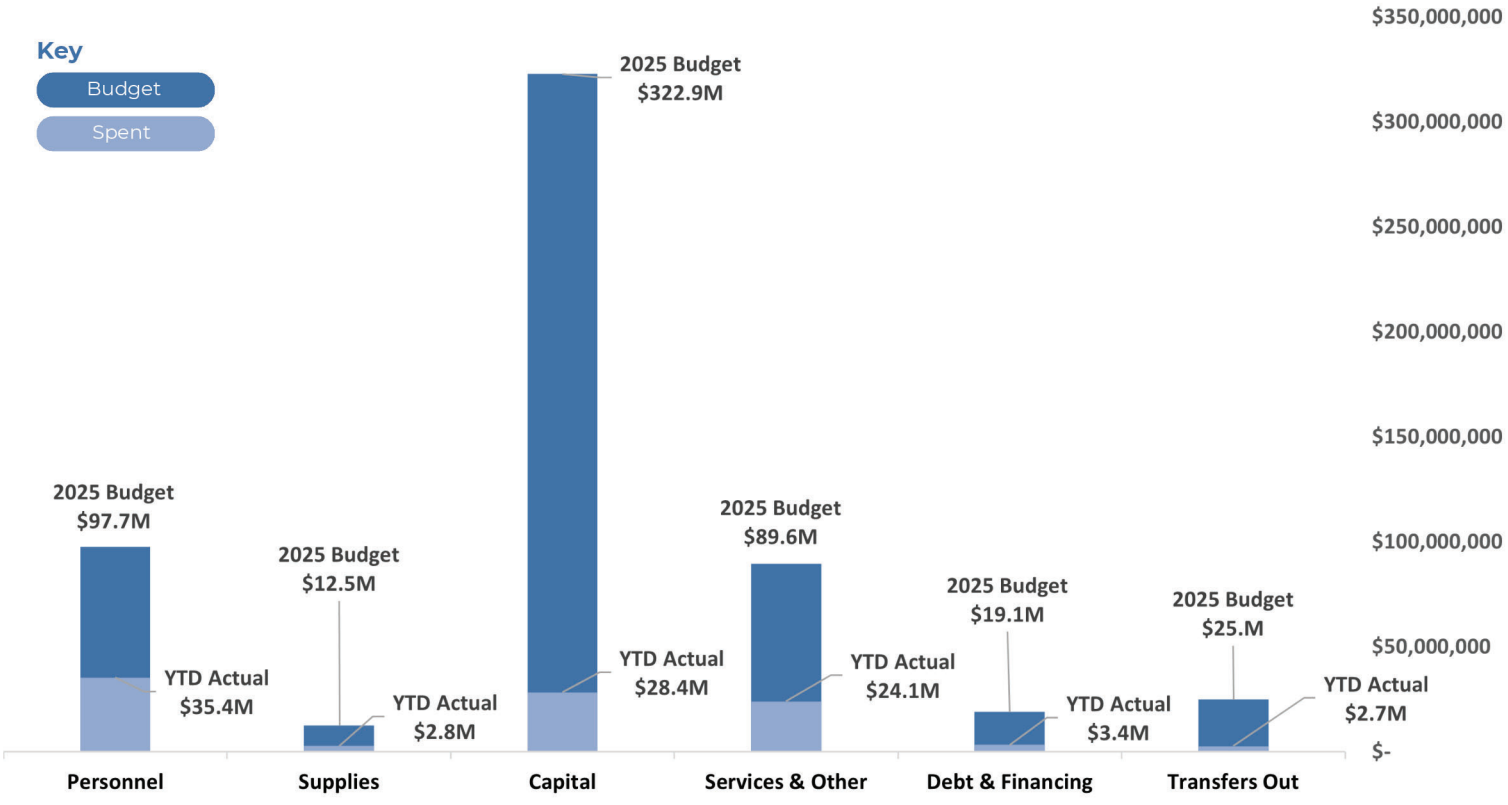
The Finance Department will provide financial solutions and services in support of the Town's vision and community objectives through: proactive education, purposeful planning, excellent communication and fiscal accountability.

Budget Updates

Finance Department

Preliminary Town Wide Expenditures by Category

Through May 2025



Did You Know?

Philip S. Miller was a successful businessman, dedicated philanthropist, and a driving force behind key infrastructure improvements in Castle Rock—most notably the drive for implementation of sewer and municipal electricity systems for residents. You'll see his name all over Castle Rock - whether that be at the Library or the Rec Center. His commitment to community betterment continues today through the **Philip S. Miller Charitable Trust.**

Part of the trust is dedicated to **brining public art to life throughout Castle Rock**. The Public Art Commission, inspired by Philip S. Miller's legacy, selects projects that highlight the Town's unique character and history. Their goal is to create a vibrant community atmosphere through art that showcases Castle Rock's charm and natural beauty. To explore Castle Rock's public art installations, check out the interactive map at crgov.com/PublicArt.

New in Town
Finance Department

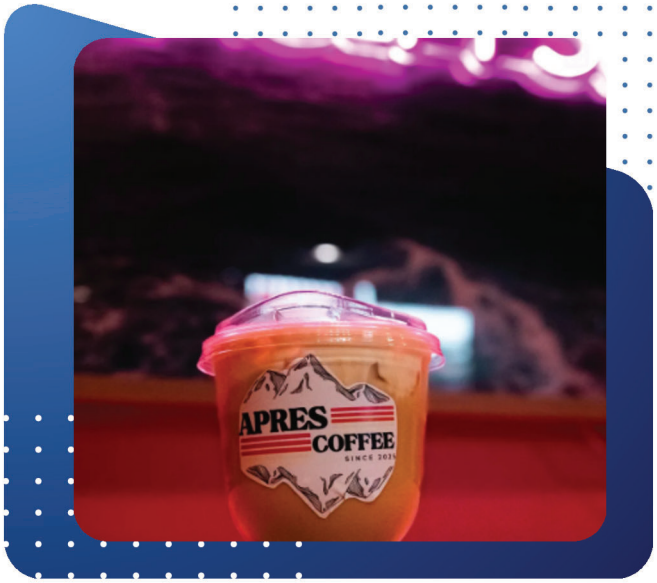
108
Total Businesses Licensed in June

29
Businesses licensed in Castle Rock

20
Businesses licensed in CO but outside of Castle Rock

59
Businessess licensed out-of state

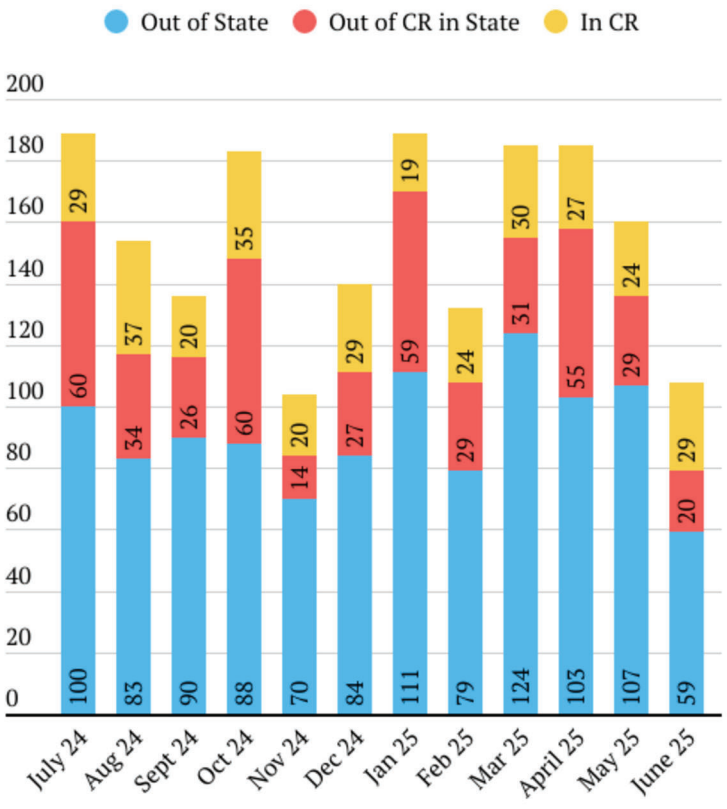
New in Castle Rock!



Hope you're hungry, Castle Rock! Ecclesia's Market welcomed three new food spots. Après (pictured above), BAGL, and BMAN's BBQ. Après offers coffee, non-coffee drinks and Italian sodas. BAGL offers breakfast, and lunch bagel sandwiches. BMAN's offers BBQ sliders, wings and sides! Come check out Après and BAGL - BMANN's BBQ is coming soon!

Located: 221 Perry St Castle Rock CO, 80104

Business Licenses Issued Per Month, By Area



Visit www.CRgov.com for more information on new Castle Rock businesses.

Full List of New Business Licenses in Castle Rock for June 2025 on Next Page.

Businesses Licensed in Castle Rock

June 2025

Apres Coffee	Coffee
BAGL	Bagels
BMan's BBQ	BBQ
BROC	Contractor - Bleachers, Gyms & Athletic Equipment
Bubble Katz	Food Truck
Castle Fresh Meals	Ready Meals
Castle Rock Fit Body Bootcamp	Group Fitness Classes
Castle Rock Massage	Mobile Massage Therapy
Clever Irrigation	Irrigation Services
Colorado Creative Vending	Vending Machine Inside Alidade Brewing
Cosmetic Tattoo	Permanent Makeup
Crochet Encanto LLC	Crochet Items
Crusty Batch Sourdough	Sourdough Breads
De Compas Mexican Street Tacos LLC	Mexican Food
Flourish Books	Bookkeeping
Foss Swim School	Teach Swim Lessons
G.R. Marolt & Assoc LLC	Site Furnishings
Home Pride LLC	Bath Remodel
Just for You Tees LLC	Online Custome T-Shirts
Little Sunshine Playhouse	Child Care Services
Oakwood Dental	Dental
Papa Johns #394444 (New Owner)	Pizza Carry Out and Delivery
Queens Quarters Auto Shield	Auto Film Instalaation Services
Sugar and Grace Co	Cookies and Cottage Food Desserts
The Brinkerhoff	Full Service Restaurant
Villaggio	Childcare
Visionaire Eye Consultants	Medical Practice

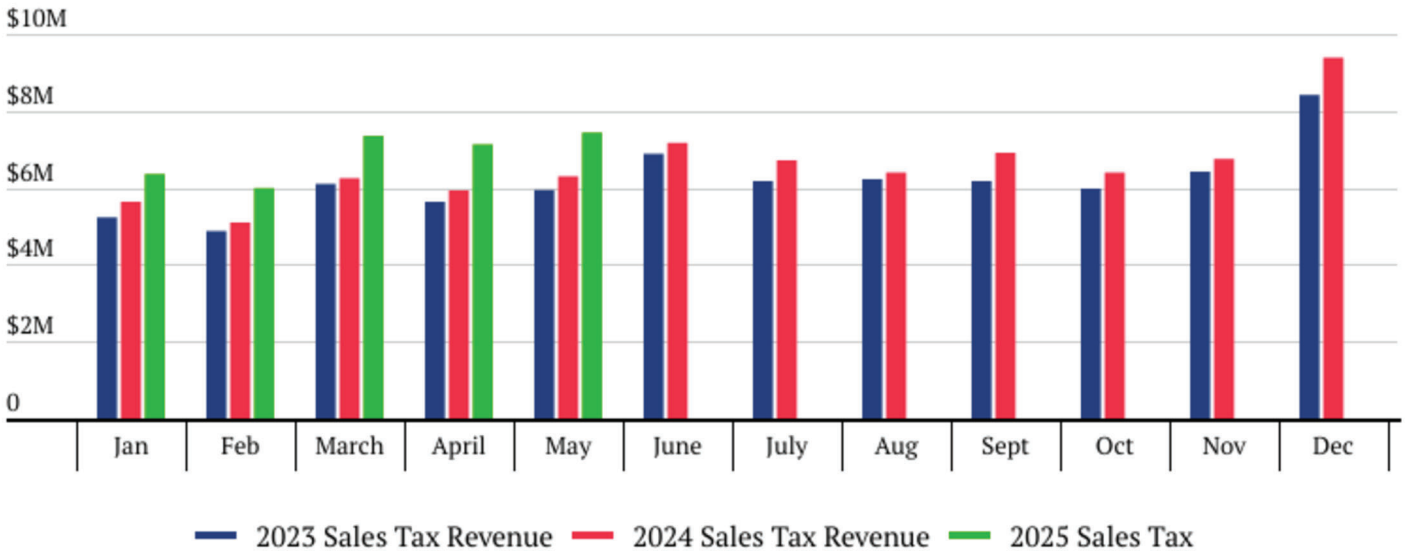
Revenue Updates
Finance Department

$64,169
Collected from delinquent accounts in June for the month of April

$397,435
Year-to-date delinquent account collections.

126
Audits in process

$84,137
Audit revenue collected for the month of May.



May	Gross Sales Tax Collections	Town Audit Revenue and Amounts Collected	Net Collections	YTD	Gross Sales Tax Collections	Town Audit Revenue and Amounts Collected on Behalf of Others	Net Collections
2024	$6,355,247	$363,616	$5,991,631	2024 YTD	$29,489,994	$2,205,657	$27,284,337
2025	$7,443,538	$437,819	$7,005,719	2025 YTD	$34,534,476	$2,799,835	$31,734,641
Dollar +/-	$1,088,291	$74,203	$1,014,088	Dollar +/-	$5,044,482	$594,178	$4,450,304
Percent Change	17.1%	20.4%	16.9%	Percent Change	17.1%	26.9%	16.3%

Sales tax collections for May were up **17.1 percent from the previous year's month, or up $1,088,291** compared to May 2024. Year-to-date (YTD) collections are up **$5,044,482 or 17.1 percent** compared to the same time frame in 2024. Staff will continue to monitor this very important revenue stream for the Town and inform as needed.

How Can My Voice Be Heard?

Finance Department

Finance Tentative Town Council Schedule.

This schedule is not finalized and is subject to change.

JULY

- Budget Amendment 2
- Financial Review, Period Ending June 30, 2025
- Monthly Department Reports

AUG

- Introduction of 2026 Town of Castle Rock proposed Budget
- Monthly Department Report

SEPT

- 2026 Proposed Budget
- 2026 Capital Improvement Program
- 2026 Balance Financial Plan
- 2026 Proposed Budget - Urban Renewal Authority

OCT

- Budget Amendment 3

NOV

- 2026 Philip S. Miller Grant
- Financial Review
- Budget Amendment 4
- Town of Castle Rock Mill Levy

Your Voice. Your Town. Your Future.

Speak up at the next Town Council meeting and be the change you want to see!

Questions or Concerns?

Citizens are always encouraged to attend upcoming Town Council Meetings! See calendar below for upcoming events.

2025 July

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 TOWN COUNCIL	2	3	4 Independence Day	5
6	7	8	9	10	11	12
13	14	15 TOWN COUNCIL	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2025 August

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19 TOWN COUNCIL	20	21	22	23
24	25	26	27	28	29	30
31						

Team Updates
Finance Department

0
New Hires For Month of June

1
Interviews Conducted in the Month of June

6
Job Openings Currently

20
Candidates Hired to Date

June **was a productive month**, full of focus, follow-through, and forward momentum!

With summer in full swing, our team embraced the season's energy and channeled it into meaningful progress. **We are proud to share that June marked the successful completion** of both the Annual Comprehensive Financial Report (ACFR) and the Popular Annual Financial Report (PAFR)

While June was about finishing strong, it was also about preparing for what's next. With the ACFR & PAFR wrapped, **we've shifted our focus towards the 2026 Budget Book**. We're energized by the progress we've made - and even more excited for what's on the horizon!

To view previous years' reports, click here.

Thank you for reading the Finance Department's monthly report!
To see previous issues check out CRgov.com or email Finance@crgov.com.

Trish Muller, CPA
Finance Director

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 4. **File #:** DIR 2025-024

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Request to Town Council to place the proposed transfer of Town-owned property (former school site) near Loop Road and Crystal Valley Parkway on the September 2, 2025, Town Council Meeting agenda

Executive Summary

Staff is seeking Council direction and a motion to place the proposed transfer of Town-owned property (former school site) near Loop Road and Crystal Valley Parkway on the September 2, 2025, Town Council Meeting agenda.

Attachments

Attachment A: Background - Staff Report April 1, 2025
Attachment B: CVR DA, Article VII, Section 7.01
Attachment C: Staff Presentation from April 1, 2025 (ORD 2025-012)
Attachment D: DRAFT Code Section 16.08.120

Meeting Date: April 1, 2025

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Sandy Vossler, Senior Planner, Development Services Department

Title: **Ordinance Authorizing the Conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14, from the Town of Castle Rock to CVR PA3A LLC (First Reading)** *(located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road)*

Executive Summary

This ordinance is being presented to Town Council to review, discuss and approve a conveyance deed for certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations agreed to and approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA).

Background

Crystal Valley Ranch Filing 14, Block 2, Lot 1 is a 21-acre property that is located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road. The property was zoned in 2011 as part of the Crystal Valley Ranch Planned Development, 4th Amendment. Permitted uses on the property include single-family attached and detached, townhomes and multifamily residences.

In 2007 an amendment to the Crystal Valley Ranch Development Agreement (DA) was approved by Town Council. Under the provisions Article VII Public Lands, of the amended DA (Attachment D), the subject lot was dedicated to the Town of Castle Rock to be held as a potential school site until such time as the Douglas County School District (DCSD) either used it for a school or provided written notice to the Town that the district did not intend to use the site for a school. In the event that the School District provided such notification, the Town was required to re-convey the property to the original owner for development under the applicable zoning regulations.

On January 28, 2025, the Douglas County School District RE-1 entered into an agreement (Attachment E) with the developer Maple Grove Land Limited Partnership, where DCSD determined that this parcel was surplus and no longer needed for a school site. That agreement required DCSD to send a letter to the Town, per the requirements of the Development Agreement, to initiate the re-conveyance of the parcel back to the developer. Additionally, at such time as the Town conveys the land to the developer, the developer is

obligated to pay DCSD $500,000 as a cash-in-lieu payment to be a substitute for the school site.

Douglas County Superintendent of Schools, Erin Kane, sent the Town a letter dated February 3, 2025, (Attachment C) notifying the Town that due to changing enrollment patterns the DCSD Board of Education has determined that the subject property would not be used by the School District for a school, satisfying the DA requirement to re-convey the parcel to the original developer.

Notification and Outreach

Public Notice

Public hearing notice signs were posted on the property on March 17, 2025. Written notice letters were sent to property owners and Homeowner Associations (HOA) within 500 feet of the property, at least 15 days prior to the public hearings.

Town staff published notice of the Town Council public hearing on the Town's website.

Current Use of the Property

The 21-acre parcel has sat vacant since being dedicated to the Town of Castle Rock since 2007. Over the years the Town of Castle Rock Parks and Recreation Department has installed disc golf improvements on the land to temporarily take advantage of the vacant property and provide residents with an outdoor recreation amenity. It is the Town's intent to relocate those disc golf facilities to vacant Town owned land adjacent to Rhyolite Park in the future after conveying the property back to the original developer.

Future Use of the Property

At the April 1, 2025 Town Council meeting, Council will be asked to act under the provisions established in the 2007 Development Agreement and to re-convey the property to the original owner for development. Future development of the property under the existing zoning will require a submittal, review and approval of a Site Development Plan, that will have public hearings before Planning Commission for recommendation, and before Town Council for final decision. Any future development will be required to comply with the zoning and development standards of the Crystal Valley Ranch PD, Amendment 4 plan, as well as all applicable Town Code and technical criteria

Proposed Motion

"I move to approve the Ordinance, as introduced by title."

Attachments

Attachment A: Vicinity Map

Attachment B: Resolution
Attachment C: DCSD Written Notice Letter
Attachment D: CVR DA, Article VII, Section 7.01
Attachment E: Agreement between DCSD and Developer
Attachment F: Public Comment

shall not be entitled to any credit or offset against any Development Exaction as a result of the payments made under this Section 6.18.

6.18 Crystal Valley Parkway. Approval of any Plats that result in total platted units of 1297 in CVR shall be conditioned on the concurrent expansion of Crystal Valley Parkway to four lanes and associated improvements, including the South Lake Gulch Road acceleration/deceleration lanes.

6.19 Facilities Control. Upon dedication of Facilities by Owner and acceptance by Town, Town shall have the exclusive management control of the Facilities and all capacities therein. Town may use or allow others to use the capacities in the Facilities, provided that the capacities developed by Owner at Owner's cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede development on the Property.

6.20 Subdivision Improvements Agreement. The Town Regulations require that a subdivider enter into a SIA at the time of approval of a Plat. The SIA addresses with greater specificity the Facilities to be constructed to serve the Plat and the financial guarantees to assure construction of the Facilities. Unless modified in the SIA, the provisions of this Article VI will apply to the development of such Facilities, irrespective of whether or not reference to this Article VI is made in the SIA.

ARTICLE VII
PUBLIC LANDS AND FACILITIES

7.01 Required Dedication. The provisions in this Agreement for dedication of Public Lands shall supersede the requirements in the Town Regulations for dedication of a portion of the area of each Plat for Public Land. All Public Lands designated on the Development Plan that have not previously been dedicated shall be conveyed to the Town in accordance with the following schedule:

Parcel	Acreage	Trigger
OSD – Butte	44.0	Pursuant to the Purchase Contract (see 7.11, below)
OSD – (Area surrounding Butte)	89.3	Concurrently with conveyance of the Butte (see 7.11, below)
PLD – Middle School Site	20.9	The first to occur of the following: (1) recordation of the first plat in PA-3, (2) within 30 days notice that School District funding is in place for school, or (3) December 31, 2009
PLD – School/Park Site/Well Site	20.2	With recordation of the this Agreement
OSD – Regional Detention Pond	3.4	At substantial completion of the Crystal Valley Parkway Widening or December 31, 2007, whichever occurs first
PLD/UD – Well Site	2.0	With recordation of first plat within PA-6, PA-7, or PA-17 or December 31, 2008, whichever occurs first
PLD/UD – Well Site	2.0	With recordation of first plat within PA-15E-South, PA-16A, PA-16B, PA-17 or December 31, 2008, whichever occurs first
PLD/UD – Well Site	3.8	With recordation of first plat in PA-4 or December 31, 2008, whichever occurs first
OSD – Trail[9]	14.9	With first plat in PA-15E-North
OSD - Trail[9]	21.6	With first plat in PA-15 Southwest, or PA-15E-South

Irrespective of the dedication to the Town of the 20.9-acre middle school site, in the event that the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school, then in that event the site may be

[9] Owner shall be responsible for the design and construction of the trail. Upon completion and final acceptance of the trail by Town, Town will assume all maintenance responsibilities.

developed in accordance with the Development Plan, and Town shall re-convey the site to the Owner with the same quality of title as the Town received.

7.02 Conveyance. All Public Lands shall be conveyed to Town by special warranty deed, subject to matters of record but free and clear of liens, or other title impediments that would preclude Town from utilizing the property for its intended purposes, as reasonably determined by Town. Real property taxes shall be pro rated through the date of conveyance and paid by Owner. Unless otherwise provided in the Town Regulations to the contrary, the grantor shall furnish the Town with a policy of title insurance, issued by a title company licensed to do business in the State of Colorado, in an amount reasonably approximating market value of the Public Land in its undeveloped condition and reflecting its current zoning as the highest and best use.

If so requested by Town or required by the Town Regulations, Owner shall complete a Phase 1 environmental audit of all Public Lands prior to conveyance and acceptance by Town, and shall be solely responsible for any remedial environmental measures of hazards identified in the audit. Section 7.11 and the provisions of the referenced Real Estate Purchase Contract contain additional provisions and terms related to the conveyance of the real property that is the subject of that agreement.

7.03 Exclusion of Covenants. Owner shall exclude all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Owner and the Board of Directors of any homeowners association to the exclusion of the Public Lands from the application of such covenants. However, prior to constructing or placing any structures on Public Land, Town shall give Owner and the applicable homeowner's association a reasonable opportunity to review and comment on the design and plans for any such improvements, but Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

7.04 School Impact Fee. Owner has negotiated separately with the Douglas County School District to provide supplemental funds to the District to defray the impacts on school construction attributable to development of the 2006 Annexation

ORDINANCE

CONVEYANCE OF LOT 1 BLOCK 2, CRYSTAL VALLEY RANCH FILING 14

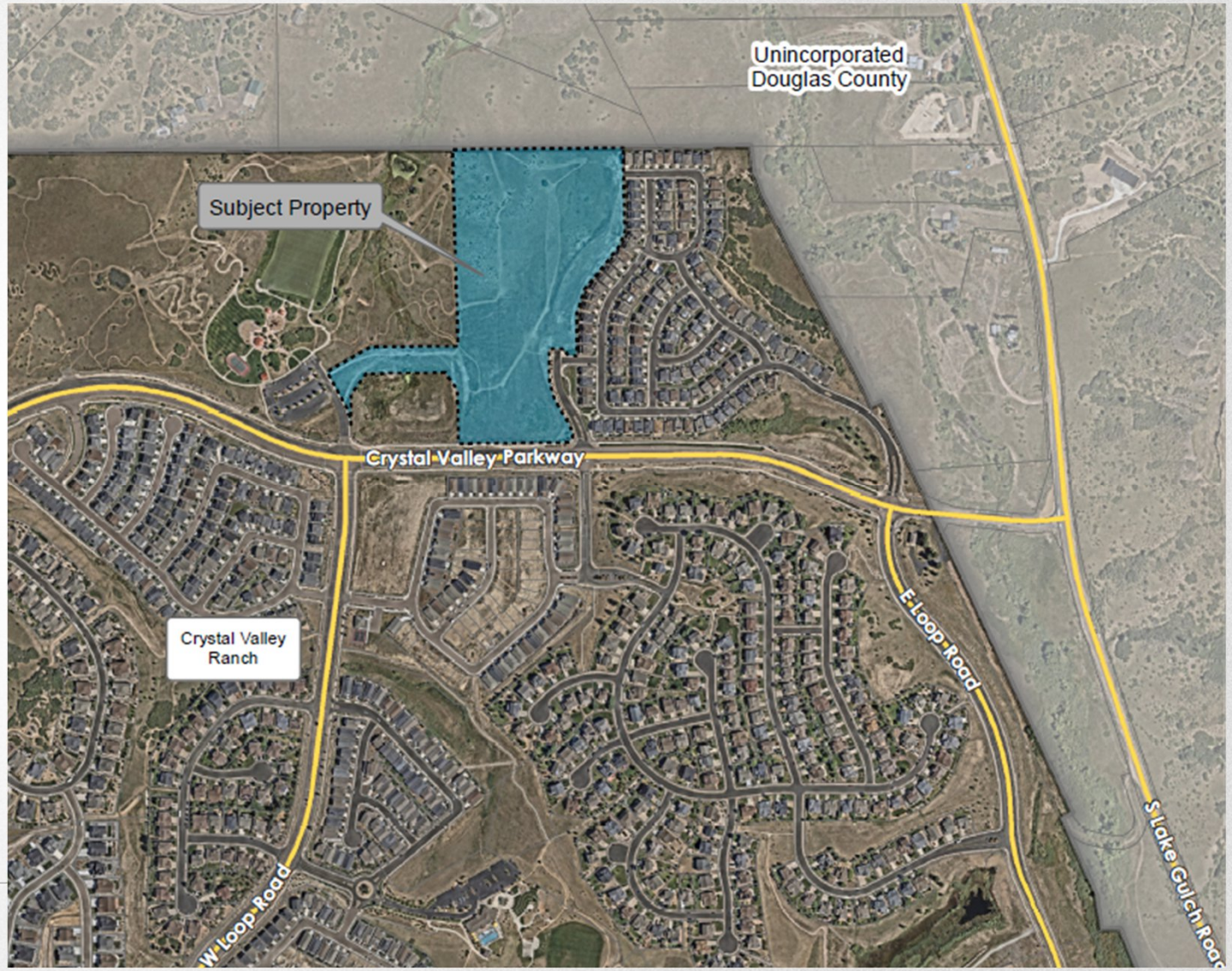
TOWN COUNCIL MEETING
APRIL 1, 2025

TOWN OF CASTLE ROCK COLORADO

>

VICINITY MAP

- 20+ acre lot
- North of Crystal Valley Parkway and Loop Road
- East of Rhyolite Park



CONVEYANCE OF LOT 1 BLOCK 2, CRYSTAL VALLEY RANCH FILING 14

DEVELOPMENT AGREEMENT FOR CRYSTAL VALLEY RANCH
(ORDINANCE 2006-69, APPROVED FEB 7, 2007)

ARTICLE VII PUBLIC LANDS AND FACILITIES, SECTION 7.01

- Numerous open space and public land parcels required to be dedicated to Town
- Identifies this parcel as the "20.9-acre middle school site" and states:

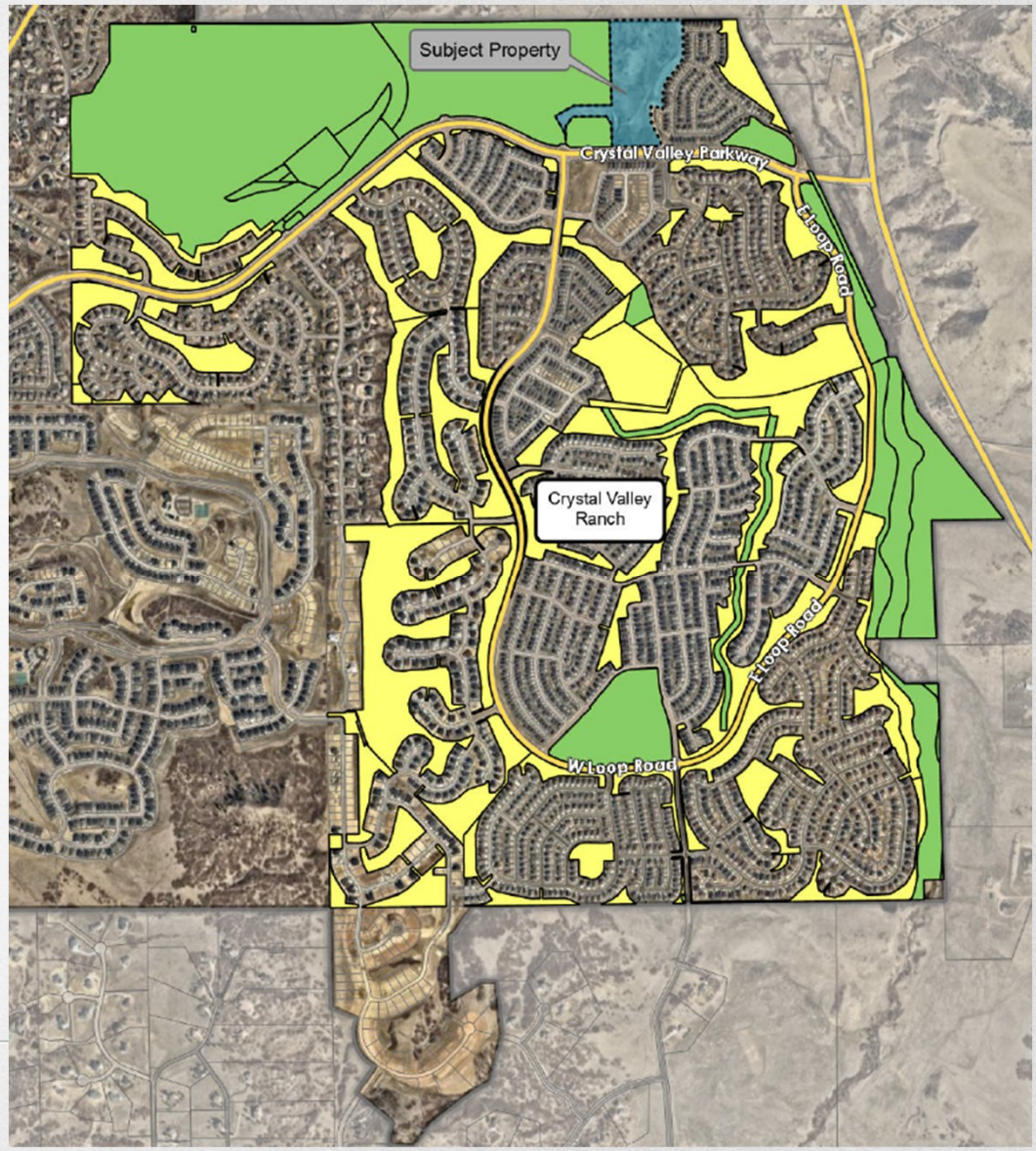
> Irrespective of the dedication to the Town of the 20.9-acre middle school site, in the event that the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school, then in that event the site may be developed in accordance with the Development Plan, and Town shall re-convey the site to the Owner with the same quality of title as the Town received.

CRYSTAL VALLEY RANCH PLD & OPEN SPACE

Green = Town Owned PLD & Open Space
Yellow = Private/HOA owned Open Space

CVR PD 4TH AMENDMENT:

Public Land Dedication & Open Space	
Required	456.4 acres (30.4%) *not including this “20.9 acre parcel”
Provided	607.33 acres (40.5%)



CONVEYANCE OF LOT 1 BLOCK 2, CRYSTAL VALLEY RANCH FILING 14

DA REQUIREMENTS FOR RE-CONVEYANCE:

1. DCSD "gives written notice to the Town that it will never utilize the site"
   - ✓ Jan 28, 2025 DCSD School Board determined this parcel was surplus
   - ✓ Feb 3, 2025 DCSD sent letter to Town stating they would not utilize the site for a school

2. Town "shall re-convey the site to the Owner with same quality of title"
   - ❑ April 1, 2025 Ordinance for conveyance to Town Council 1st reading
   - ❑ April 15, 2025 Ordinance for conveyance to Town Council 2nd reading
   - ❑ Closing of land expected to be 30 days after 2nd reading
     - Town relocate part of disc golf course that is on this parcel
     - Agreement with DCSD and Developer to pay DCSD $500,000 at closing as cash in lieu/substitute for school site.

CONVEYANCE OF LOT 1 BLOCK 2, CRYSTAL VALLEY RANCH FILING 14

DA REQUIREMENTS FOR RE-CONVEYANCE, CON'T:

3. Site "may be developed in accordance with the Development Plan"
   - CVR PD 4th Amendment zoning allows maximum of 3,475 units – traffic, utilities, stormwater designed for full build out.
     - Platted to date 3,104 lots
   - This parcel is PA-3A, zoned R-MF-24 which allows Multi-family, Townhomes and Single Family lots
   - Developer submitted PreApplication for 112 single family homes, consistent in size to adjacent homes to the east
   - ❑ Site Development Plan submittal, review and public hearings

PROPOSED MOTION

“I move to approve the Ordinance, as introduced by title.”

Alternative Motions:

“I move to approve the Ordinance, as introduced by title, with the following changes _____.”

“I move to continue this item to the Town Council meeting on [date], at [time].”

QUESTIONS?

DRAFT

16.08.120 - Use of land and cash fees.

A. SUBJECT TO THE LIMITATIONS SET FORTH IN SUBSECTION B OF THIS SECTION, ~~A~~all land and cash fees dedicated or credited under the provisions of this Chapter shall be used for its intended public purpose (land for school, water, fire, police or administrative facilities) to the mutual benefit of the residents of the subdivision, Town and general public in accordance with the Town's adopted plans and policies for public uses and facilities.

B. THE TOWN SHALL RETAIN TITLE TO ALL LAND CONVEYED FOR SCHOOL PURPOSES UNTIL SUCH TIME AS THE DOUGLAS COUNTY SCHOOL DISTRICT NOTIFIES THE TOWN OF ITS INTENT TO CONSTRUCT A SCHOOL ON SUCH LAND AND APPLIES TO THE TOWN FOR THE APPROVAL OF A SITE DEVELOPMENT PLAN FOR SUCH CONSTRUCTION. IN THE EVENT, HOWEVER, THAT DOUGLAS COUNTY SCHOOL DISTRICT HAS FAILED TO PROVIDE SUCH NOTICE AND SUBMIT SUCH APPLICATION TO THE TOWN WITHIN A PERIOD OF TEN (10) YEARS FOLLOWING THE DATE OF SUCH CONVEYANCE, ALL RIGHTS THAT THE DISTRICT MAY HAVE WITH RESPECT TO SUCH LAND SHALL FOREVER EXTINGUISH AND TITLE TO SUCH PARCEL SHALL BE RETAINED BY THE TOWN FOR SUCH PUBLIC USES AS THE TOWN COUNCIL MAY APPROVE.

C. Cash FEES CREDITED FOR SCHOOL PURPOSES will not be directly conveyed to the Douglas County School District, but rather will be utilized by the Town to purchase land for conveyance to the School District when requested WITHIN THE TIME FRAME SET FORTH IN SUBSECTION B OF THIS SECTION to accommodate planned school construction.

D. The Town may exchange land previously acquired under this ~~provision~~ CHAPTER for cash if in the opinion of the Town Council the public need for that specific public use would better be served at a different site.

E. Only as provided in Section 16.08.090 above may PRIVATE land CREDITED FOR PARK OR RECREATION PURPOSES be restricted in use for specific area residents.

PROPOSED MOTION

“I move to place the proposed transfer of Town-owned property (former school site) near Loop Road and Crystal Valley Parkway on the September 2, 2025, Town Council Meeting agenda.”

CONVEYANCE OF LOT 1 BLOCK 2, CRYSTAL VALLEY RANCH FILING 14

Staff believes the Town has the following options :

1) Convey the property as required by the Development Agreement
2) Convey the property with additional buffer area between the existing residential development and new residential development - requires land swap with existing park property, rezoning of that property
3) Similar to #2 except that the northern road connection is not made, instead with cul-de-sac
4) Staff does not recommend not making the land conveyance

Staff recommendations support #1, 2 or 3. Additionally, staff supports Council adoption of new Town ordinance placing a 10 year time limit on school designation status on public land dedications held by the Town. Specifically releasing the school designation on the Town-owned property immediately west of Rhyolite Park.

After Ordinance adoption, staff would solicit School District input on viability of remaining sites and report back to Town Council for further Town Council decisions on tracts.

LEGEND
SINGLE FAMILY HOUSING (11.4 AC)
OPEN SPACE TO HOA (4.1 AC)
LOT COUNT: 112
1.0 AC MIN.
DEDICATION TO PARKS
N
0
200
400
H:
SCALE IN FEET

45.00'
133.2'
86.1'
135.50'
1.0 AC MIN.
DEDICATION TO PARKS
LEGEND
SINGLE FAMILY HOUSING (11.4 AC)
CVR TO ToCR PARKS (1.41 AC)
BUFFER AREA
LAND SWAP AREA
(0.9 AC)
OPEN SPACE TO CVR (0.9 AC)
LOT COUNT: 112
N
0
200
400
H:
SCALE IN FEET

45.00'
133.2'
86.1'
135.50'
1.0 AC MIN.
DEDICATION TO PARKS
LEGEND
SINGLE FAMILY HOUSING (11.4 AC)
CVR TO ToCR PARKS (1.41 AC)
BUFFER AREA
LAND SWAP AREA
(0.9 AC)
OPEN SPACE TO CVR (0.9 AC)
LOT COUNT: 112
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400
H:
SCALE IN FEET

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Loon Cir
Bittern St
Shoveler Trl
Shoveler Trl
Scaup Trl
Scoter Ln
Bittern Ln
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Garganey Dr
Garganey Dr
Crystal Valley Pkwy
Crystal Valley Pkwy
Crystal Valley Pkwy
Crystal Valley
Pkwy
Dawkins Dr
Deer Valley Dr
Vertical
Nearmap
200 ft

Loon Ln
Loon Cir
Bittern St
Shoveler Trl
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2541
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2751
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2683
3397
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3398
3397
2717
Garage
Vertical
Nearmap
100 ft

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 5. **File #:** ID 2025-083

To: Honorable Mayor and Members of Town Council

From: David L. Corliss, Town Manager

Update: Second Quarter Major Projects

Executive Summary

Please see attached report.

Attachments

Attachment A: Second Quarter 2025 Major Projects Update

2025 Major Projects Update

Second Quarter

Each year, the Town undertakes a major projects work program to accomplish priority projects. Each quarter, Town staff prepares a status report regarding the projects for Town Council and community review. These reports are archived at CRgov.com**/MajorProjects**.

Public input was sought, and multiple Town Council discussions occurred, before Town Council approved seven key priorities for 2025. Listed under each priority are key 2025 action items; the lines beneath each action item provide updates.

2025 MAJOR PROJECTS UPDATE

Second Quarter

ENSURE OUTSTANDING PUBLIC SAFETY

Add 10 Fire and Rescue positions — nine firefighters and one apparatus mechanic

Firefighters were hired in May, completed the lateral academy in June and went on line; the apparatus mechanic was hired in February. Complete

Add 11 Police positions — two school resources officers, one patrol sergeant and four patrol officers, a detective, an Animal Control supervisor, a traffic officer and a dispatcher

All nine police officer positions have been hired, plus the Animal Welfare Supervisor. The Dispatch position is still pending

Finalize design, fund and begin construction on Fire Station 156 in northeastern Castle Rock, including a logistics facility

Design is ongoing, along with work on replatting, rezoning and finalizing the project budget

Fund replacement AEDs for all Town facilities and Investigations office space at CRPD

AEDs were delivered in May and swapped out for old units in June; the design and project costs for the Investigations office space is being updated

SUPPORT ECONOMIC DEVELOPMENT

Fulfill existing economic incentive agreements and allow capacity for new incentive agreements

Staff continues to monitor existing economic incentive agreements while forecasting funds available for new opportunities

PRESERVE COMMUNITY CHARACTER

Continue enhancements at Cantril School

Renovation of the restroom in the 1960s addition is planned to begin in July, and an electrical upsize project is planned for fall

Place $200,000 from any available Town revenues into the Public Art Fund annually, along with a one-time contribution of $100,000 from Town lodging tax revenues, for the purpose of funding public art programs as approved by Town Council

The funds have been transferred and are being used to support programs including Art Encounters, Tiny Art Quest, the Holiday Art Contest, Artfest activities, photography and Art and Culture Grants

Establish a Youth Commission for the Town with a paid staff position

The Youth Commission Coordinator worked with Town Council to award the Town's first Rising Star youth scholarships in April; recruitment is underway for the first Youth Commission membe

CRYSTAL VALLEY INTERCHANGE

2025 MAJOR PROJECTS UPDATE

Second Quarter

ENHANCE ROADS

Continue construction on the Town's top infrastructure priority, a new interchange on Interstate 25 at Crystal Valley Parkway, with anticipated completion in summer 2027

This project is currently progressing ahead of schedule

Complete an aggressive annual Pavement Maintenance Program, focused in 2025 on central Castle Rock, with a budget of $16.5 million

All Pavement Maintenance Program contracts are progressing as scheduled

Complete an annual Bridge Maintenance Program, focused on the Castle Rock Parkway bridge over U.S. Highway 85

This contract is underway and progressing on schedule

Begin construction widening Crowfoot Valley Road east of Knobcone Drive, including adding a sidewalk

Construction is underway, with the new traffic signal at Sapphire Pointe Boulevard targeted for completion by summer's end

Begin construction of the first of two phases of the Fifth Street improvement project – first phase improvements will include additional lanes between the Four Corners intersection and Valley Drive and a sidewalk between Four Corners and Woodlands Boulevard

Construction is projected to begin this summer; staff is currently working through CDOT's process to obtain approval to advertise

Acquire the right of way needed for the future widening of Wolfensberger Road

All property acquisitions are projected to be completed by the end of 2025

2025 MAJOR PROJECTS UPDATE

Second Quarter

SECURE WATER FUTURE

Continue projects, programs and policies to advance the goals of securing 75% renewable water by 2050; reducing per-capita water consumption to 100 gallons per day; and maintaining affordable rates and fees, including:

Double the capacity of the Plum Creek Water Purification Facility (multiyear project into 2027)

Construction is on schedule

Continue progress in the long-term water plan on the WISE, Box Elder, Cherry Creek Water Project Authority and Chatfield Reallocation projects (multiyear projects past 2030)

Full deliveries for the WISE project are coming online this year, as the Denver International Airport connection and the Binney Pump Station are substantially complete. The Box Elder project is continuing, with Phase 1 of the piping collection system almost complete. Other projects proceeding as planned

Complete the new reservoirs north of Sedalia (multiyear project into 2026)

The new reservoirs are on schedule for completion in spring 2026. Castle Rock Reservoir No. 2 has been in use since the beginning of 2025

Continue to implement advanced metering infrastructure (multiyear project into 2027)

Advanced Metering Infrastructure installations are ahead of schedule and currently projected for completion in 2026. Already upgraded meters were read using AMI for May 2025 usage

Upgrade pumping and control system equipment as part of the 10-year replacement plan

Upgrades are generally on schedule, with the Miller Water Treatment Plant completed this quarter. Bidding of the design for upgrades to the Ray Waterman Regional Water Treatment Center is planned for third quarter

Redesign and reconstruct the Plum Creek Diversion to maximize permitted capacity

Council approved the final design contract with Dewberry in June 2025. Design is scheduled through 2026, with construction in winter 2026/2027

Rehabilitate and replace aging water and sewer infrastructure on Front Street going into Downtown and the Young/American neighborhood

The Front Street to Downtown connection project is currently in design, and staff is working through CDOT and railroad permitting; construction is anticipated to begin in fall 2025

Implement the U.S. Highway 85 sewer project using Douglas County American Rescue Plan Act funds

30% design is complete. An updated cost estimate has also been completed and indicated a potential funding shortfall. An amendment to the agreement with Douglas County is being prepared for Council consideration to cover the potential shortfall

Stabilize stream segments in Sellars Gulch

The East Plum Creek/Sellars Gulch confluence project is currently in design, with construction budgeted for 2027

Develop and implement revised stormwater criteria to strengthen stormwater management, including a revised criteria manual

Council approved changes to the Town's stormwater criteria in first quarter 2025. Additional revisions are being contemplated for potential Council consideration before year end

Continue to implement ColoradoScape plan, including the new landscape criteria

Roughly 187 designs for new residential homes have been appr under the new criteria

2025 MAJOR PROJECTS UPDATE

Second Quarter

MAINTAIN STRONG PARKS AND RECREATION

Pending Town Council approval, begin construction of a new sports development center; funding will require an amendment to the 2025 Budget

Council has approved the budget amendment and development agreement; staff is working to issue the certificates of participation prior to closing in August

Complete the master plan for and establish public trails at Lost Canyon Ranch Open Space

Staff will soon seek Town Council approval of the master plan and associated management plan, once the Douglas Land Conservancy approves the management plan and trail work. Staff will then seek Town Council approval for a construction contract initiating trail development

Complete renovations at Centennial Park, offering new tennis and basketball courts, improved accessibility and parking and expanded seating options

Renovations are nearly complete; staff anticipates a July opening

Complete construction drawings for a trail to connect Philip S. Miller Park to Downtown Castle Rock along Industrial Tributary

Design is ongoing and slightly delayed due to coordination required with railroad on hydrology. Staff anticipates completing design this fall and seeking bids for construction soon thereafter

Update the free weight equipment, along with the sand filters for the lap pool, at the Recreation Center

Staff issued an RFP for free weight equipment, which has been ordered and will be installed this fall. Sand filters are still under evaluation and may be moved to next year

Add an Administrative Assistant position, using proceeds of the Town's voter-approved lodging tax

Complete

Improve the irrigation system at Red Hawk Ridge Golf Course by replacing the main pump station and supporting border stations

Staff will seek Town Council approval of an Equipment and Services Acquisition Agreement with Watertronics in July. Pending approval, work will begin this winter, once parts are received during the course's off season

Present the Parks and Recreation Strategic Plan to Town Council, and review and revise the Parks and Recreation Master Plan

A public process is underway to obtain resident input on the draft strategic plan. Staff anticipates seeking Town Council approval of the plan and updating the master plan following that process

EMERALD PARK

LOST CANYON RANCH OPEN SPACE

2025 MAJOR PROJECTS UPDATE

Second Quarter

MANAGE TOWN FINANCES CONSERVATIVELY

To ensure they are used only in the manner approved by voters, receive any "excess" TABOR revenues into a dedicated fund

The 2024 TABOR calculation is anticipated to be completed in third quarter 2025

To ensure it is used only in the manner approved by voters, receive the additional 0.2% sales and use tax authorized at the November 2024 election into the Public Safety Fund, to be expended solely for hiring 40 additional police and fire and rescue personnel through 2029 and, as Town Council determines, any additional necessary expenditures for police and fire and rescue services

Staff has followed voters' direction and allocated these funds to be used solely for public safety personnel

Continue monitoring revenues within the Development Services Enterprise Fund — which operates as a self-supporting enterprise, relying upon development fees to pay for associated Town costs — to ensure solvency amid lower levels of development

Staff continues to monitor expenses within this fund to ensure solvency amid continued lower levels of development

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 6. **File #:** ID 2025-084

To: Honorable Mayor and Members of Town Council

Through: Tara Vargish, Director of Development Services

From: TJ Kucewesky, Assistant Director of Development Services

Update: Quasi-Judicial Projects

Executive Summary

The purpose and intent of this report is to provide Town Council with a summary of quasi-judicial projects. In order to provide all parties with due process under law, decision makers must be fair and impartial when considering quasi-judicial applications such as those included in this memorandum. Many of these projects do not have public hearing dates yet, but Town Council could be asked to consider them in the future.

New Applications

No new formal applications.

On-going Quasi-Judicial Applications (currently under review)

The full list of on-going quasi-judicial projects along with vicinity maps can be found on the attached Staff Memorandum.

Meeting Date: July 15, 2025

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: TJ Kucewesky, Assistant Director Development Services

Title: **Update: Quasi-Judicial Projects**

Executive Summary

The purpose and intent of this report is to provide Town Council with a summary of quasi-judicial projects. In order to provide all parties with due process under law, decision makers must be fair and impartial when considering quasi-judicial applications such as those included in this memorandum. Many of these projects do not have public hearing dates yet, but Town Council could be asked to consider them in the future.

New Quasi-Judicial Applications:

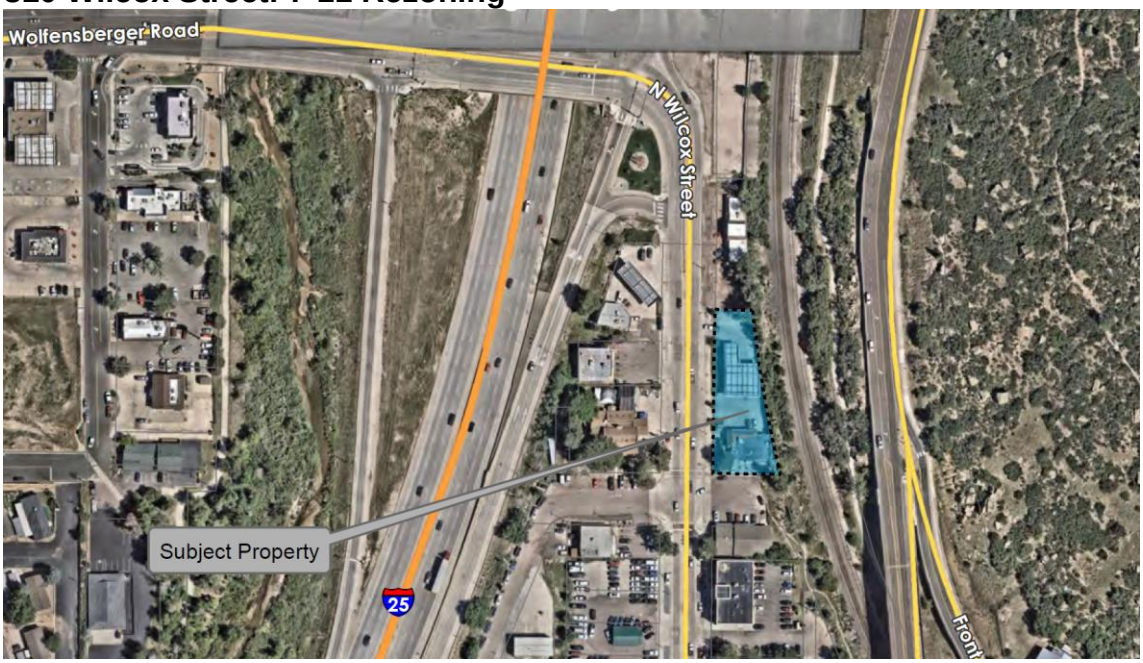
No new applications

On-going Quasi-Judicial Applications (currently under review):

24 S. Cantril Street Site Development Plan (Residential Tri-Plex)

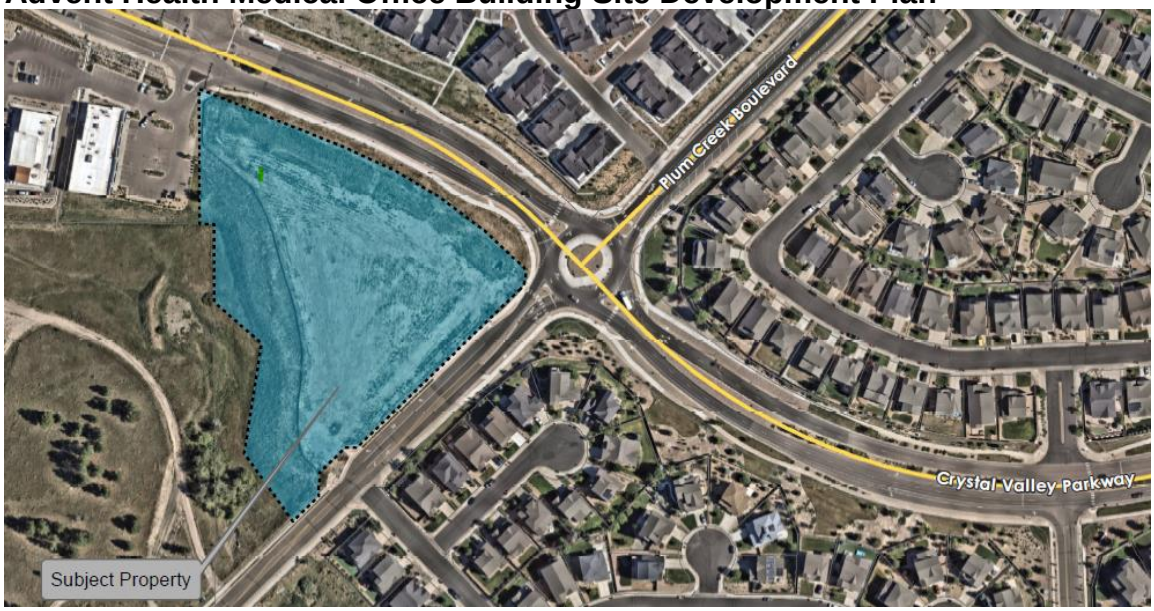
Zaga Design Group, on behalf of property owner Cottonwood Row, LLC, has submitted a Site Development Plan application and a Historic Preservation Design Review application for a three-story, 36-foot-tall triplex building at 24 South Cantril Street. Located within the Craig & Gould neighborhood, 24 South Cantril Street is a 0.288-acre property located at the end of South Cantril Street on the east side of the street. Each unit has a two-car garage accessed from the alleyway. The proposal will require hearings in front of the Historic Preservation Board, Planning Commission and Town Council. The property is located in Councilmember Davis' district.

810 Wilcox Street: 7-11 Rezoning



Staff has received a new quasi-judicial application from Ardeshier and Sylvia Delsouz to rezone 810 N Wilcox, an existing 7-11 convenience store and gas station. The applicant is proposing to rezone the property from a Planned Development (PD) to the straight zone Business/Commercial – B. The rezoning of the property would make the Downtown Overlay District (DOD) apply to the property. The property is located at the north east corner of Wilcox and Eighth Streets. Please see the attached vicinity map. The rezoning will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Councilmember Davis' district.

Advent Health Medical Office Building Site Development Plan



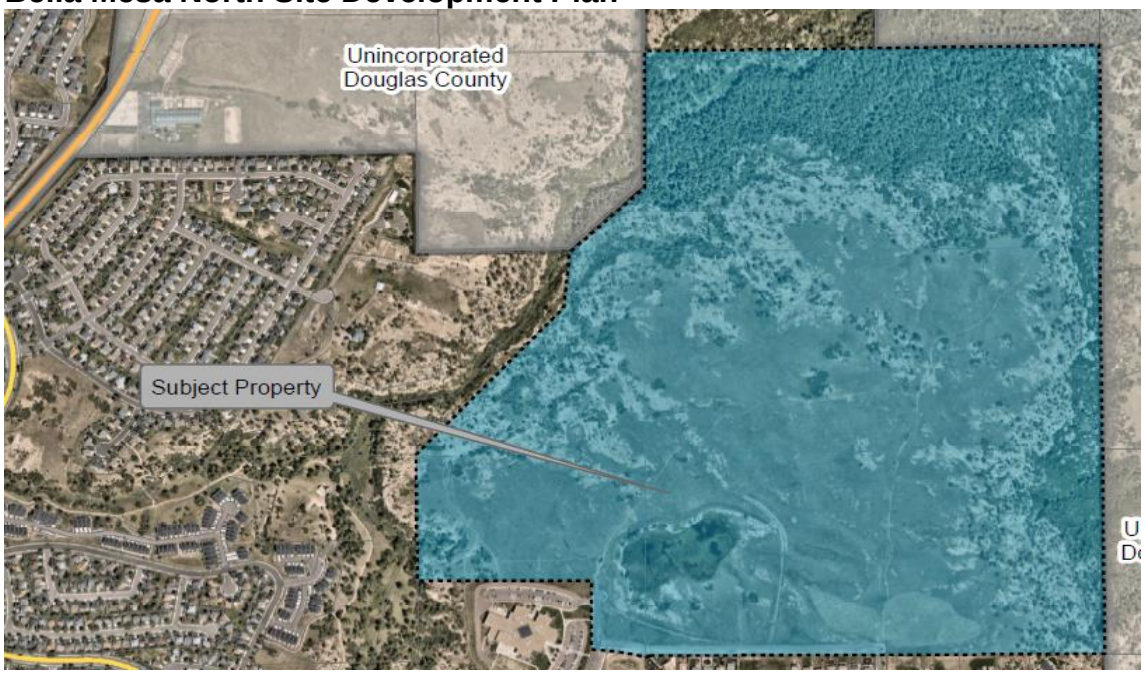
Boulder Associates has submitted a quasi-judicial application for a Site Development Plan for AdventHealth Medical Office Building. The applicant is proposing a new medical office building to include a freestanding emergency department on a 5.17-acre site. The proposed project is located west of the intersection of Plum Creek Boulevard and Crystal Valley Parkway. The Site Development Plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Councilmember Dietz's district.

Auburn Heights Apartments Planned Development Plan Zoning Major Amendment and Site Development Plan Major Amendment

The property owner has submitted an application to amend the zoning and the currently approved site development plan for lot 2 of Auburn Ridge, and is generally located in the southwest quadrant of E. Wolfensberger Road and Auburn Drive, southwest of the Auburn

Ridge Senior Apartments. Currently, the zoning permits 100 multi-family units for seniors. The zoning amendment seeks to permit 104 multi-family units for people of all ages. The proposed parking is a combination of attached garages, detached garages, and surface parking. Both the PDP Amendment and the SDP Amendment will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is located within Councilmember Bracken's district.

Bella Mesa North Site Development Plan



Cardel Homes has submitted a Site Development Plan application for Bella Mesa North. The applicant is proposing a residential neighborhood consisting of 525 single-family homes. The general location is northeast of the intersection of Mitchell Street and Mikelson Boulevard. The Site Development Plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Councilmember Brooks' district.

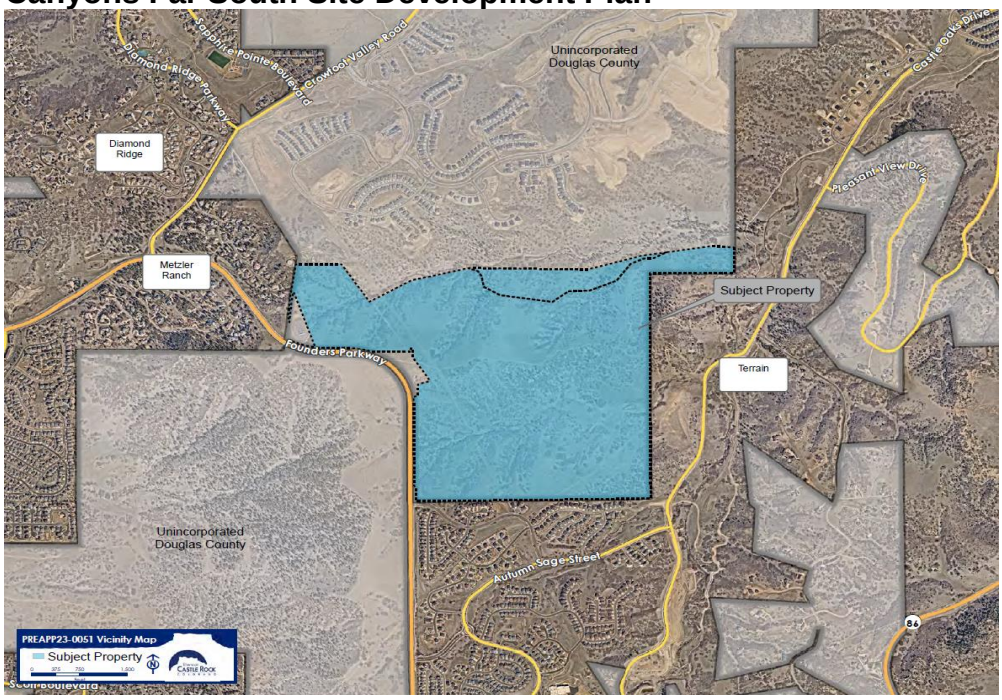
Bella Mesa South Site Development Plan

Fourth Investment USA, LLC, property owner, has submitted a quasi-judicial Site Development Plan on behalf of Cardel Homes for development of 93 single-family townhomes on approximately 9.3 acres located at the northwest corner of Mikelson Boulevard and Mitchell Street. The building height is 35 feet and 200 parking spaces are proposed. Internal pedestrian walkways provide links to public sidewalks on Mitchell Street and Mikelson Boulevard. The property is zoned under the Bella Mesa Planned Development and is within a use area that allows single-family attached and multi-family dwelling units to a maximum of 186 dwelling units and a maximum building height of 50 feet. Vehicle access to the townhomes will be from two entry points on Mitchell Street. The Site Development Plan will require public hearings before the Planning Commission and Town Council. The proposed development is located in Councilmember Brooks' district.

Brickyard Mixed Use Site Development Plan

Confluence Companies has submitted a quasi-judicial Site Development Plan (SDP) application for the 18.8-acre Brickyard mixed-use development located at 401 Prairie Hawk Drive. The site plan proposed both vertical and horizontal mix of uses, to include 506 multifamily residential units. The units will be a for-lease product, primarily apartments/condo style, with 24 townhomes. Approximately 178,000 square feet of non-residential uses will include a destination hotel with pool, shops and bar, as well as, restaurants, retail, office, and conference venue space throughout the development. Parking will be provided through a combination of on-street and structured garages, and will comply with the Municipal Code requirements for joint use of parking spaces. Two points of access to the development will be provided from the east, via existing Prairie Hawk Drive, and one connection will be made on the west through Miller's Landing to Plum Creek Parkway. This property is located within Councilmember Bracken's district.

Canyons Far South Site Development Plan

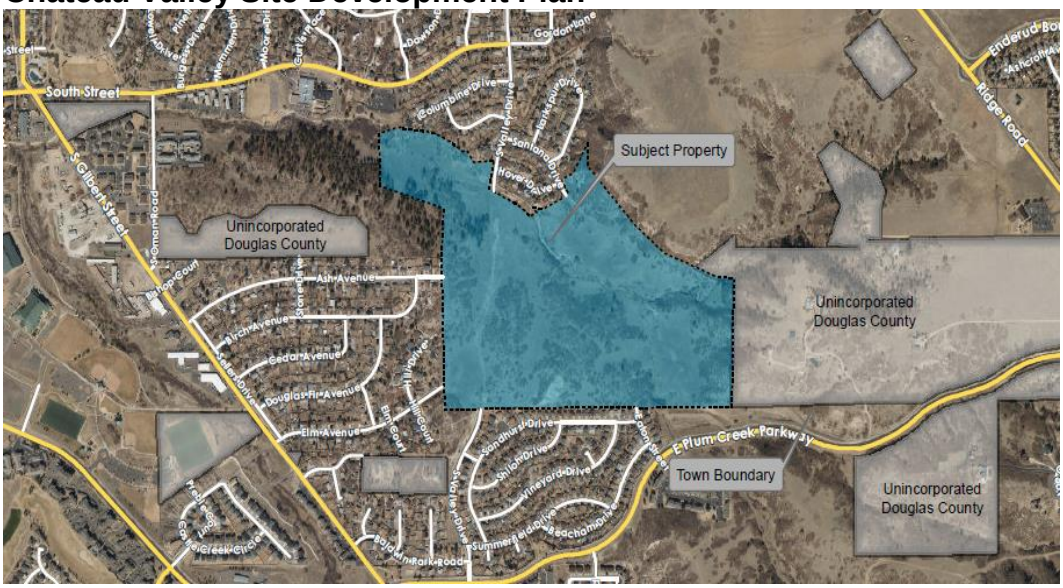


PCS Group has submitted a Site Development Plan application for Canyons Far South. The applicant is proposing a residential and commercial development on 409-acre site that aligns with the recent annexation and zoning approval for 515 single family homes, 12.5 acres of commercial and over 217 acres of open space. The general location is southeast of the intersection of Crowfoot Valley Road and Founders Parkway. The Site Development Plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Mayor Pro Tem Cavey's district.

Castleton Heights Multifamily Site Development Plan

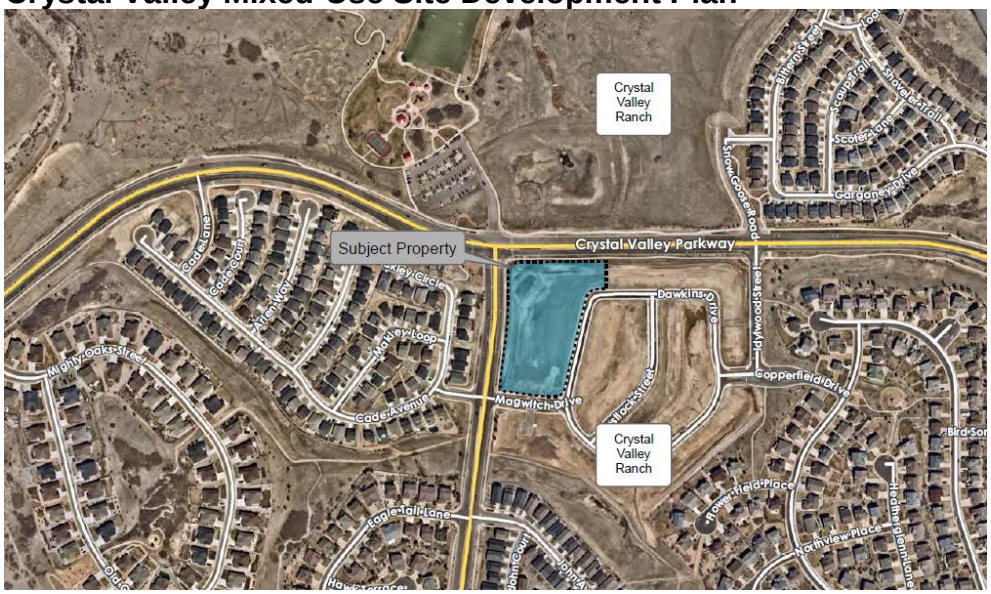
TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use By Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest of the intersection of W Castleton Road and Castleton Court. The Site Development Plan/Use By Special Review will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Councilmember Davis' district.

Chateau Valley Site Development Plan



Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 415-unit residential subdivision on 113 acres. The 415 units are composed of 257 single family detached homes and 63 paired homes (158 units). The property, which is within the Young American Planned Development, is generally located east of Memmen Park, north of the Baldwin Park subdivision, and south of the Southridge Townhome subdivision. The Site Development Plan includes a total of 42.2 acres of open space. The SDP will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The property is located within Councilmember Brooks' district.

Crystal Valley Mixed-Use Site Development Plan



Henry Design Group on behalf of Dan Kauffman, Pinnacle View Development, LLC, has submitted an application for a Site Development Plan. The applicant is proposing a mixed-use development on the 4-acre property located at the southeast corner of Crystal Valley Parkway and West Loop Road. The proposal includes 24 townhomes, with attached two car garages, and a single two-story building with 7,376 square feet of commercial space on the 1st floor and seven condominium units on the 2nd floor. The Site Development Plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is located in Councilmember Dietz's district.

Dawson Trails E2 Townhomes Site Development Plan

Norris Design has a new Quasi-judicial application for a Site Development Plan for Dawson Trails E2 Townhomes. The applicant is proposing to construct 104 townhomes within the Dawson Trails PD. The townhomes would vary between two and three stories in height. The general location is west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard. The site development plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Councilmember Dietz's district.

Eternal Rock Evangelical Lutheran Church Site Development Plan Amendment

The property owner has submitted an application for a Site Development Plan known as Eternal Rock Evangelical Lutheran Church for approval of new landscaping, new signage, new storage facility, and to reconfigure the parking lot with the addition of a second entrance together with new curb/gutter/sidewalk along Phelps Street on the 0.63-acre property. The Downtown Site Development Plan will require a public hearing before the Design Review Board for review and final decision. The property is located in Councilmember Davis' district.

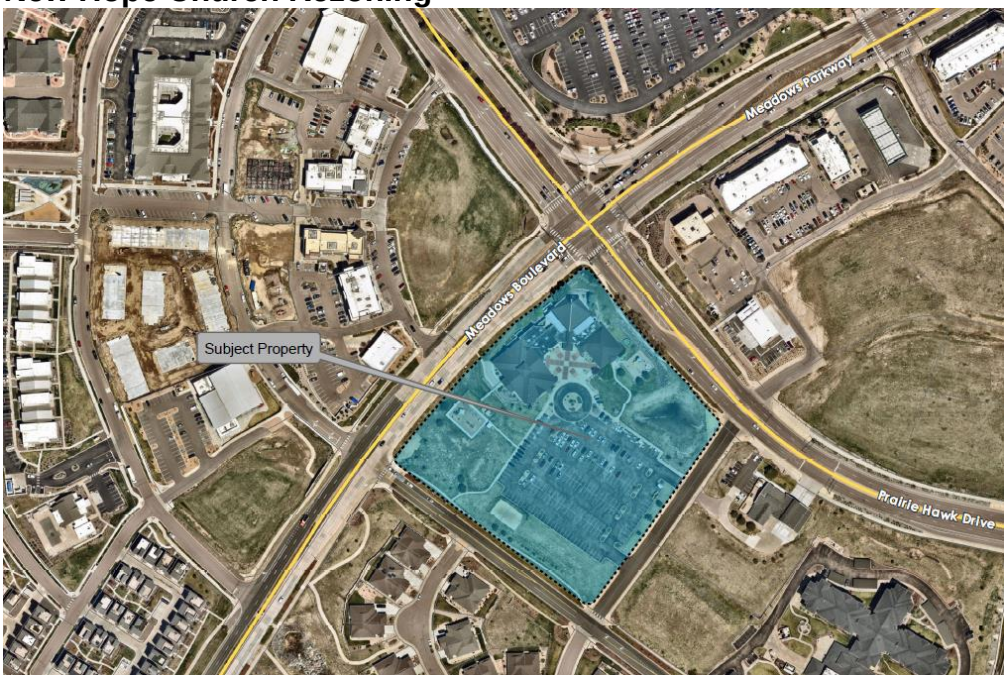
Front Street Triplexes Site Development Plan

Total Development Corporation, on behalf of Front & Center, LLC, has submitted an application for a Site Development Plan for approval of two triplex residential buildings on a 0.273-acre lot on Front Street between Fifth and Sixth Streets. Each unit will be two bedrooms and 2.5 bathrooms and a total of 14 parking spaces will be provided on the property. The applicant has also submitted an application for architectural review by the Historic Preservation Board as the property is within the Craig & Gould neighborhood. A public hearing will be held before the Historic Preservation Board for review and approval of the project's architecture. The property is located in Councilmember Davis' district.

Hyundai Car Dealership Use By Special Review Site Development Plan

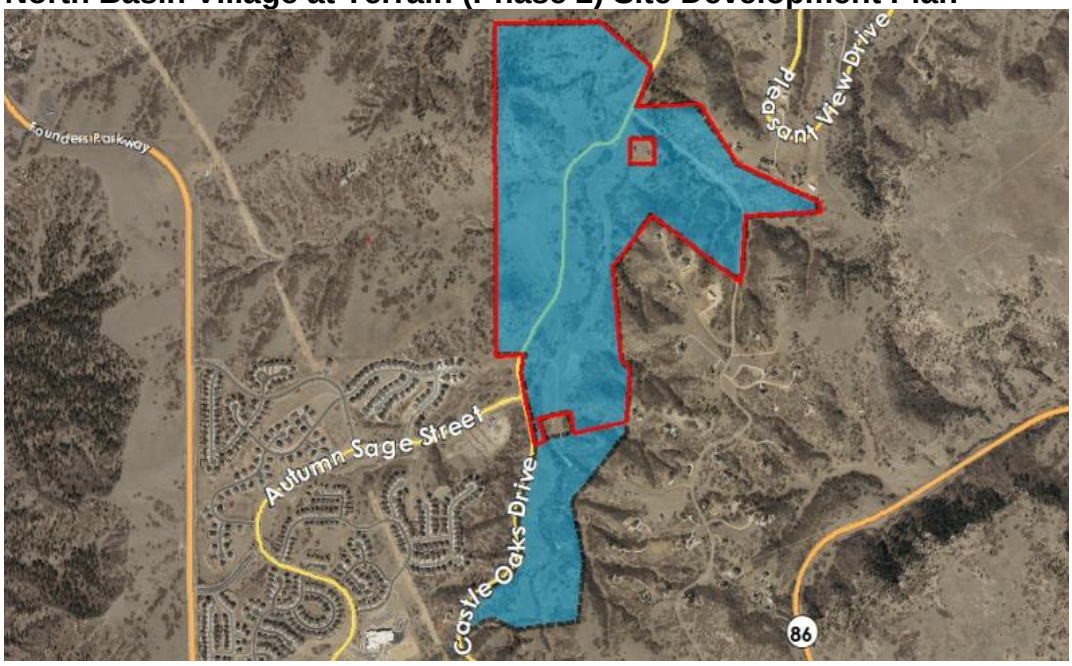
Adragna Architecture and Development on behalf of Foundation Auto Group has submitted an application for a Use by Special Review Site Development Plan application for a new Hyundai Car Dealership. The proposal is for an approximately 33,000 square foot automotive dealership and service center on a 6.4-acre vacant lot. The property is located at the corner of S Wilcox St and Brookside Circle. The proposal is a Use by Special Review and requires public hearings before Planning Commission and Town Council. The property is located in Councilmember Dietz's district.

New Hope Church Rezoning



YOW Architects has submitted an application for a rezoning for New Hope Church. The applicant is proposing a new Planned Development Plan to allow for a medical office building on 1.5 acres in the northwest corner of the New Hope Church property. The proposed project is located south of the intersection of Prairie Hawk Drive and Meadows Boulevard. The rezoning will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Councilmember Bracken's district.

North Basin Village at Terrain (Phase 2) Site Development Plan

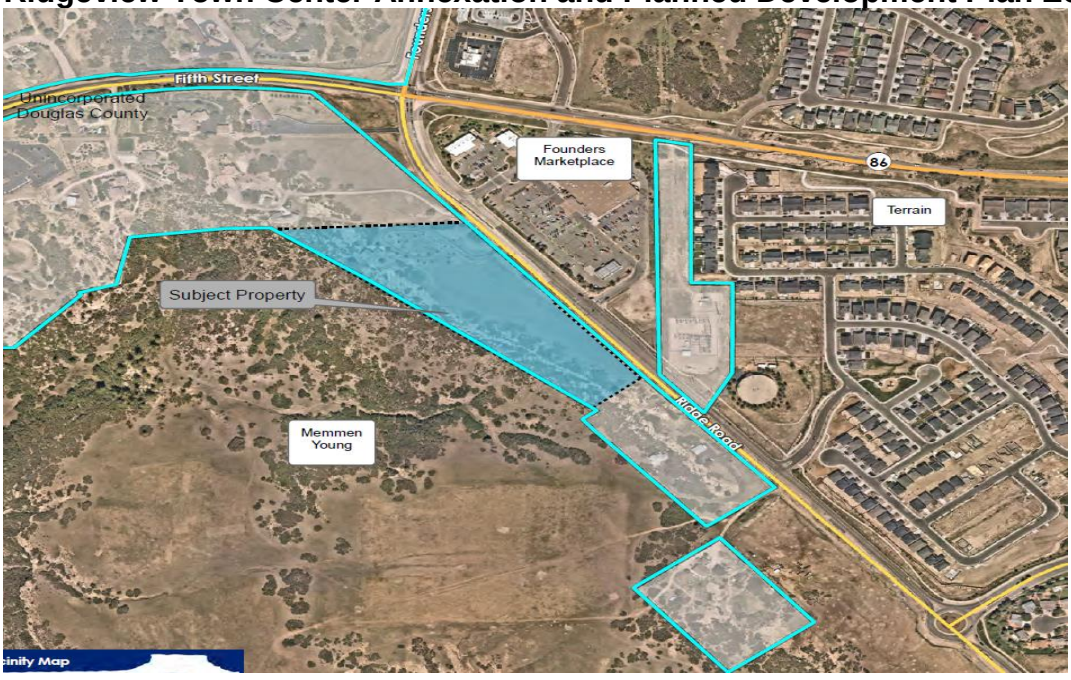


The property owner has submitted an application for a Site Development Plan (SDP) for 29 single family homes on approximately 42 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 35.6 acres of open space dedication. The project is located along Castle Oaks Drive. The SDP will require public hearings before the Planning Commission for review and recommendation, and Town Council for review and final decision. The project is located within Mayor Pro Tem Cavey's district.

Pioneer Ranch Annexation and Planned Development Plan Zoning

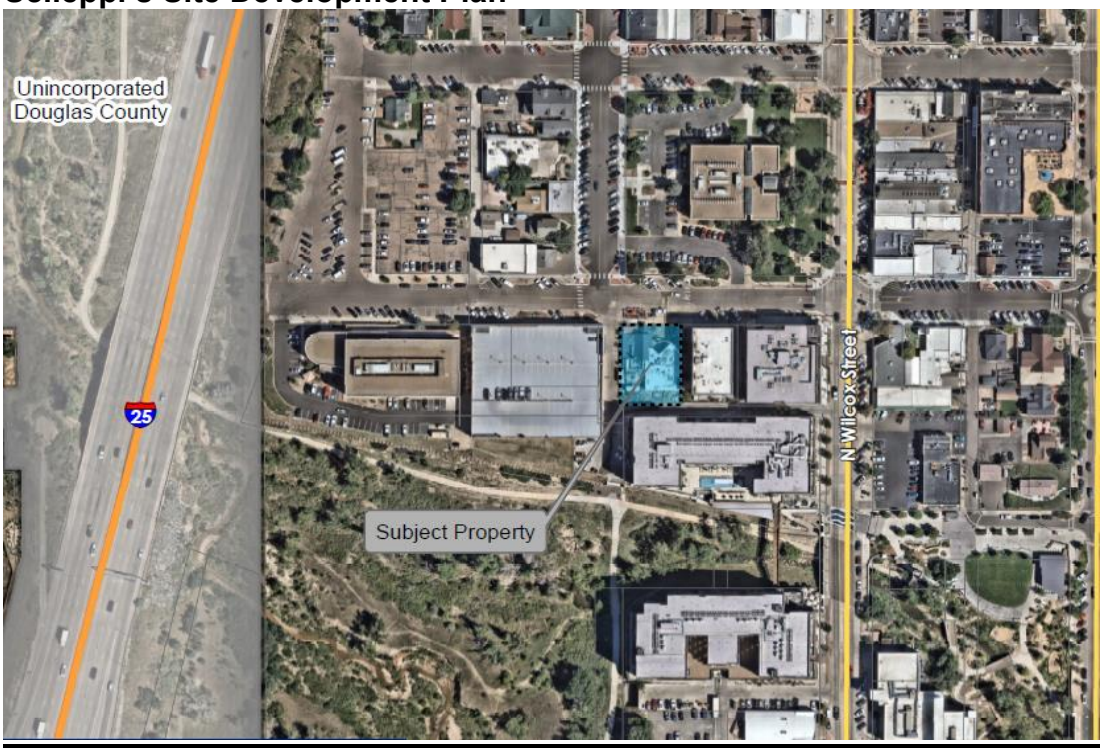
The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and multi-family), 78 acres of open space, and 39 acres dedicated for public uses, such as schools and parks. The annexation and planned development plan require public hearings before Planning Commission for review and recommendation and Town Council for review and final decision. The property is adjacent to Councilmember Davis' and Mayor Pro Tem Cavey's districts.

Ridgeview Town Center Annexation and Planned Development Plan Zoning



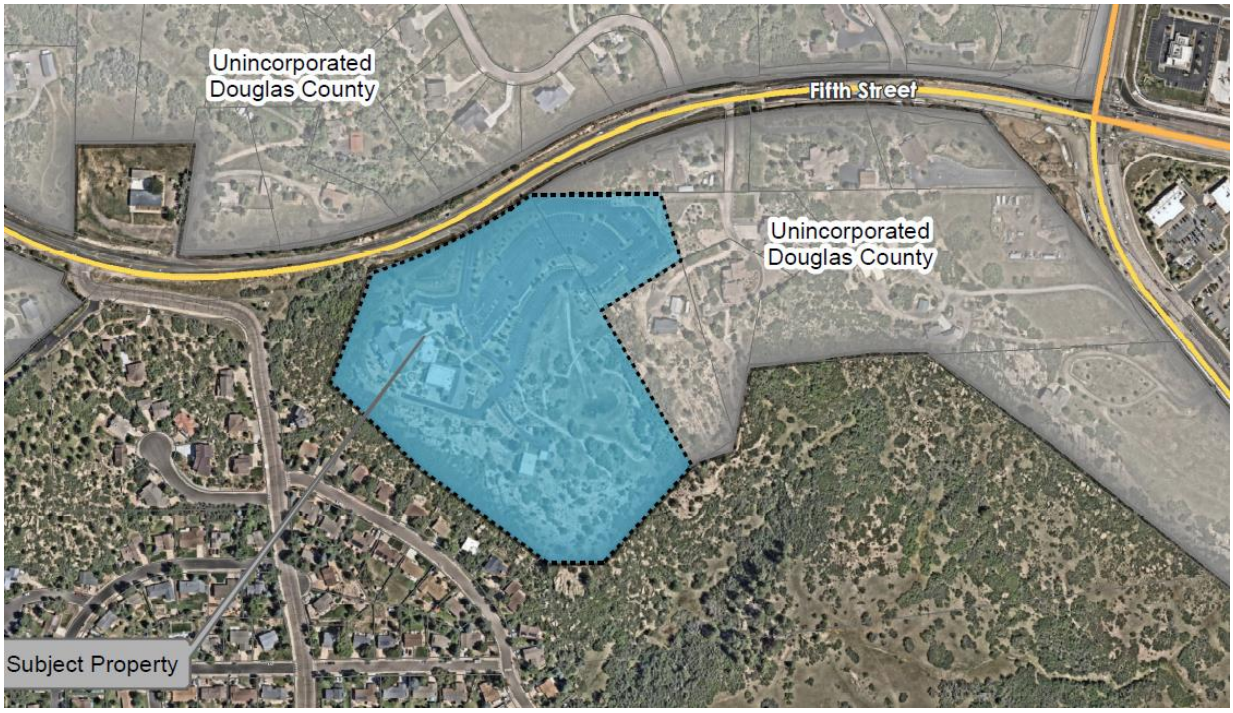
The property owner has submitted an application for annexation and zoning for a 10-acre parcel located at 895 N. Ridge Road, southwest of the intersection of State Highway 86 and N. Ridge Road. The owner proposes to zone the property to allow commercial uses, such as retail, office, restaurant, clinic and personal services. Uses by special review include day care, fast food with drive-thru, and doggy day care. Prohibited uses include fueling station, vehicle storage, and auto repair. Approximately 29% of the site is designated open space. The property is adjacent to Mayor Pro Tem Cavey's and Councilmember Brooks' districts.

Scileppi's Site Development Plan



DLH Architecture has submitted a Site Development Plan application for the second phase of the Scileppi's at the Old Stone Church expansion and remodel, located at 210 Third Street. The application is proposing to demolish the existing 1980s addition on the west site of the Old Stone Church and build a new addition within the same footprint. The Site Development Plan will require a public hearing before the Design Review Board for review and final decision. An initial neighborhood meeting was held on March 19. This project is located in Councilmember Davis' district.

Saint Francis of Assisi Annexation



St Francis Church has submitted a new Quasi-judicial application for an Annexation. The applicant is proposing an annexation of the two lots that the existing church is located on, along with the adjacent right-of-way. The general location is southeast of the intersection of N Valley Drive and Fifth Street. The Annexation will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located adjacent to Councilmember Davis' and Brooks' districts.

Territorial Road Annexation

ACM Dawson Trails VIII JV LLC and the Town of Castle Rock have submitted an application for the annexation and zoning of several parcels of land, totaling 2.9 acres, that are within, or adjacent to, the current Territorial Road right-of-way. Most of the parcels will

be zoned for mixed use development within the Dawson Trails Planned Development and will be assimilated into the adjacent planning area. Parcels remaining in future right-of-way will be zoned as public land. The property is adjacent to Councilmember Dietz's district.

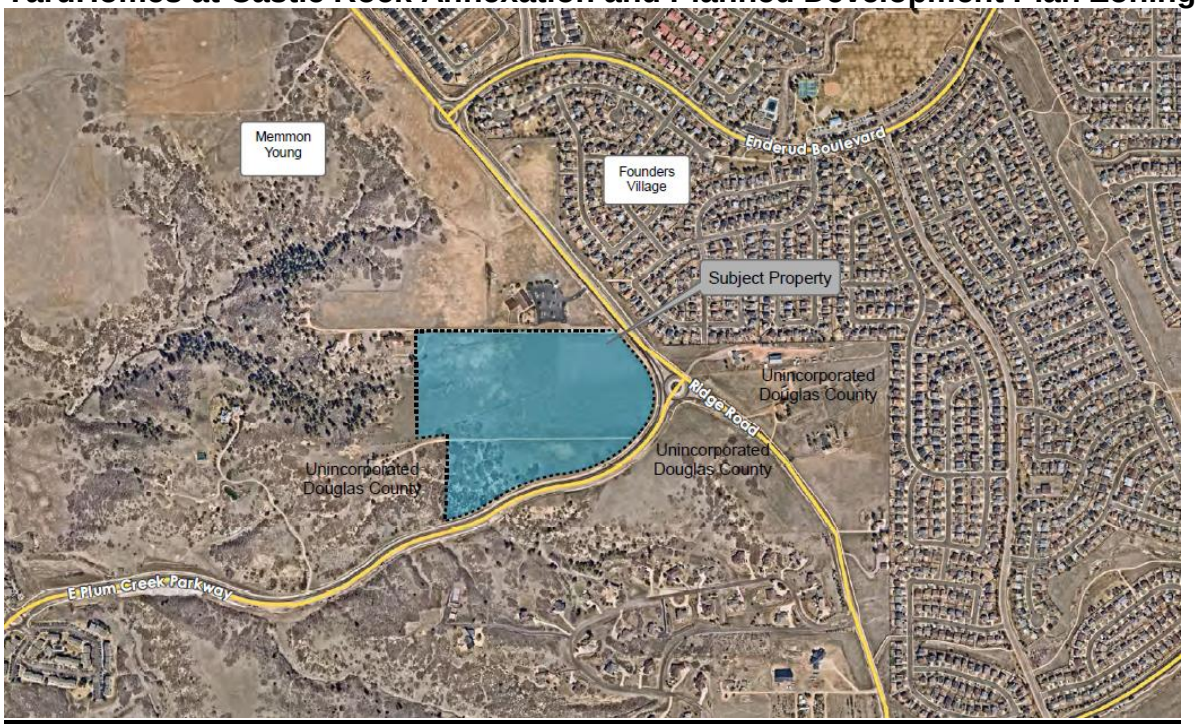
Unity on Wolfensberger Site Development Plan

Wellspring Community and Matrix Design has submitted a Site Development Plan for Unity on Wolfensberger. The applicant is proposing to convert the existing 70-unit Quality Inn Hotel into a 24-unit "for sale" condominiums facility. This residential facility would become a neuro-inclusive housing option for adults with Intellectual and Development Disabilities. This project is located at 200 Wolfensberger Road. The Site Development Plan will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This project is located in Councilmember Davis' district.

Wellspring and Castle Oaks Covenant Church Annexation and Planned Development Plan Zoning

The property owner has submitted an application for annexation and zoning of a parcel of land for Wellspring Community Center. The annexation petition is to annex approximately 2.07 acres located at 498 E. Wolfensberger Road, for future Wellspring facilities. The Planned Development (PD) zoning application is proposing to allow for operation of the Wellspring Community Center Monday through Friday and the Castle Oaks Covenant Church on Sundays. The annexation and planned development zoning will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. This property is located adjacent to Councilmember Bracken's district.

YardHomes at Castle Rock Annexation and Planned Development Plan Zoning



Norris Design, on behalf of the property owner, Mike Morley, Castle Rock Ventures has submitted applications for annexation and zoning of a 32.29 acre parcel located at the northwest corner of Plum Creek Parkway and South Ridge Road. The Planned Development zoning application proposes 165 single family units, consisting of one-, two- and three-bedroom one-story homes. The units will have private yards, and the community will have a clubhouse, indoor fitness facility, community pool, a dog park and picnic area. Approximately 50% of the site is planned for active and passive recreational space and .5 acres will provide future community-oriented retail use. Annexation and zoning require public hearings before the Planning Commission for recommendation and then public hearings at Town Council for final action. The property is adjacent to Councilmember Brooks' district.

The Town's Development Activity map provides additional information on these quasi-judicial applications, as well as projects that are under administrative (non quasi-judicial) review. This map is available at: CRgov.com/developmentactivity.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 7. **File #:** ID 2025-085

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, Director of Development Services

Development Services Project Updates

The high-growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans. Information on community development activity and formal land use applications are located on the Town website under the Development Activity Map link.

Development activity continues to be strong, with continued interest for a variety of project types in Castle Rock. Permit activity remains steady, and homebuilders and commercial builders remain active.

Please see the attached Staff Memorandum for project details.

Meeting Date: July 15, 2025

AGENDA MEMORANDUM

To: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director of Development Services

Title: Town Manager Report – Development Project Updates

This report contains development updates and new submittals or requests submitted to staff since the last update to Town Council. The high-growth nature of Castle Rock results in numerous and diverse questions from individuals seeking information about existing conditions and future plans and formal applications for development. More information on community development activity and formal land use applications are located on the Town website under the Development Activity Map link, which can be accessed at CRGov.com/DevelopmentActivityMap

New Quasi-Judicial Applications Requiring Public Hearings

No new formal applications.

New Pre-Application Meeting Requests

414 Wilcox Façade

A pre-application request was received seeking information on application and submittal requirements to modify the exterior of the existing building located at 414 Wilcox St, as well as a change in tenants from 1 Stop Tire and Auto Services to Mountainside Detailing LLC. The proposed modifications would bring the front portions of the existing facades back to the buildings original brick, restoring the historical look of the building,

which was built around 1916. The proposal also includes the removal of the tree that sits in the front of the building. The proposed project is located southeast of the intersection of Fifth Street and Wilcox Street, in Councilmember Davis' district.

Cornerstone Presbyterian Church

A pre-application request was received seeking information on application and submittal requirements to build a new structure to house 200 congregates at Cornerstone Presbyterian Church, located at 2607 Fifth St. Services would continue in the existing church building during construction, which would then be moved to the new building upon completion, to allow for the existing church to be demolished and rebuilt. The proposed project is located northeast of the intersection of Fifth Street and Valley Drive, in Councilmember Davis' district.

Key Bank Dawson Trails

A pre-application request was received seeking information on application and submittal requirements to build a new Key Bank in the Dawson Trails development. The bank would include a 2,850sqft building with a drive-up ATM. The proposed project is located west of the existing intersection of Territorial Road and Frontage Road, in Councilmember Dietz's district.

Montana Vista Hotel

A pre-application request was received seeking information on application and submittal requirements to build a 110-room extended stay hotel. The applicant is looking for direction on feasibility for this project, and does not yet have a site plan. The proposed project is located southeast of the intersection of Montana Vista Way and Alexander Place, in Councilmember Davis' district.

Ongoing Development Activity:

Commercial Development Activity

- **Promenade:**
  - Brinkerhoff & Bar Hummingbird, site plan amendment under review and building construction for two restaurants with outdoor plaza, located between La Loma Restaurant and Starbucks, southwest of Castle Rock Parkway and Promenade Parkway.
  - Lazy Dog Restaurant site and building construction for a new stand-alone restaurant, located on the northeast corner of Castlegate Drive West and Promenade Parkway.
- **Meadows:**
  - Kiddie Academy, site and building construction for a 10,000-square-foot child daycare building, located on the northwest corner of Carnaby Lane and Lombard Lane.
  - Little Sunshine's Playhouse, site and building construction for 11,000 square-foot childcare center, located on the northeast corner of Limelight Avenue and Prairie Hawk Drive.
  - Meadows Town Center Townhomes/Mixed-use, site and building construction for 85 residential units with approximately 6,248 square feet of retail, located on three lots off Future Street.
  - New Hope Church Rezoning, new PDP to allow for a medical office building, located south of the intersection of Prairie Hawk Drive and Meadows Boulevard.
  - Prairie Hawk Dental, site and building construction for a new 5,100-square-foot dental office building, located at the northeast corner of Prairie Hawk Drive and Limelight Avenue.
  - StorHaus Garage Condos, site and building construction for 3 buildings and a clubhouse, consisting of 38 garage condo units, located on the northeast corner of Regent Street and Carnaby Lane.

- **Downtown:**
  - 810 N Wilcox St Rezoning, proposing to rezone the property from a Planned Development (PD) to the straight zone Business/Commercial – B.
  - Circle K, site plan amendment under review and construction documents approved for a new 3,700-square-foot convenience store to replace the existing building on the site, located at 310 S. Wilcox Street.
  - City Hotel, historic preservation and site plan approved for 33 room hotel, located at 415 N. Perry Street.
  - Eternal Rock Church, site plan review for new landscaping, signage, and

storage, located at 2 Phelps Street.
  - Little School on Perry Street, site and building construction for a 1,300-square-foot addition to the landmarked Saunders House, for a daycare center located at 203 Perry Street.
  - Perry Street Social, site development plan amendment and construction document review to create a mini entertainment district, located at 404 N. Perry Street.
  - Scileppi's 2nd Phase, site development plan to demolish the 1980 addition and build a new addition, located at 210 Third Street.
  - The View, site and building construction for a 6-story building with mixed-uses including 218 residential units, located at Sixth Street and Jerry Street.

- **Dawson Trails Residential/Commercial**:
  - Costco, Dawson Trails, site plan approved for 161,000-square-foot retail warehouse with fueling station on 18.4 acres, located east of Dawson Trails Boulevard, north of the future Crystal Valley Interchange.
  - Dawson Trails E2 Townhomes, 104 townhomes west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard.
  - Dawson Trails Filing No. 1 Infrastructure and Right-of-Way, construction plan approved for the northern segment of Dawson Trails Boulevard.
  - Dawson Trails Filing No. 2 Infrastructure, plat and construction plan review for 97-acre area.
  - Dawson Trails Planning Area D, site plan review for 254 single-family residential lots, and 13 acres of open space.
  - Dawson Trails North, Phases 1-4 under construction for grading only for approximately 134 acres, located north of Territorial Road.
  - Dawson Trails Red Zone Tanks and Pump House, construction drawings under review for red zone water infrastructure in Dawson Trails.
  - Dawson Trails Residential Neighborhood, Planning area B-1, site plan approved and construction documents under review for 230 detached residential lots, a 1-acre neighborhood park, located in the north-central area of the Dawson Trails PD, adjacent to the Twin Oaks subdivision in Douglas County
  - Dawson Trails South, construction for grading only for approximately 338 acres, located south of Territorial Road.
  - Off-site Sanitary Sewer, Dawson Trails, construction document review for 17,000+ feet of sanitary sewer main from south of Territorial Road to Plum Creek Parkway.
  - Off-site Water Line, Dawson Trails, under construction for approximately 3,100 linear feet of water main, extending north and west from the fire station on Crystal Valley Parkway across railroad properties and I-25.
  - Territorial Road Annexation, totaling 2.9 acres of land, to remain ROW.

- **Other Commercial Projects throughout Town:**
  - 282 Malibu commercial buildings, building and site construction for two 4,000-square-foot commercial buildings, uses are unknown at this time,

located at 282 Malibu Street.

- AdventHealth Medical Office Building, proposing a new medical office building to include a freestanding emergency department, west of the intersection of Plum Creek Boulevard and Crystal Valley Parkway.
- Calvary Chapel, site and building construction of new church building, located on the northwest corner of Fifth Street and Woodlands Boulevard.
- Castle Rock Auto Dealerships, site and building construction of 1st and 2nd phase for service center expansion, located at 1100 S. Wilcox Street.
- Castle Rock Automotive Repair Shop, site construction for new 26,000-square-foot auto body shop, located at 1184 and 1288 Brookside Circle.
- Discount Tire, site plan and construction documents approved for 530-square-foot storage addition, located at 102 E. Allen Street.
- Founders Marketplace, Dunkin Donuts, site plan approved for a new restaurant with drive-through, located at the northeast corner of Founders Parkway and Aloha Court.
- Garage Condos, site and building construction, located on Liggett Road.
- Hyundai auto dealership, site plan and plat review for use by special review for a new 33,000 sf building and sales lot, located at 550 S Interstate 25.
- Murphy Express, site plan approved for 2,800 sf convenience store and gas station, located at 186 Metzler Drive.
- Outlets at Castle Rock, site plan and construction documents approved, two new pad sites on the mall's west side on Factory Shops Boulevard.
- Outlets at Castle Rock, Site construction approved for new bank with drive-thru, located north of the existing Starbucks/Qdoba.
- Ridgeview Town Center, PD Zoning review for a 10-acre parcel located at 895 Ridge Road.
- Saint Francis of Assisi Annexation, annexation of the two lots the existing church is located on, along with the adjacent ROW, southeast of the intersection of N Valley Drive and Fifth Street.
- Sanders Business Park, site construction for a 2.4-acre site, located south of The Plum Creek Community Church.
- The Brickyard, site plan and construction document review for a mixed-use development with a maximum of 600 multi-family dwelling units, located on the south end of Prairie Hawk Drive.
- Unity on Wolfensberger Planned Development Plan, proposed zoning and parking changes, located at 200 Wolfensberger and 826 Park Street.
- Verizon small cell sites, construction documents for multiple locations in public right-of-way: 1) Factory Shops Boulevard and New Beale Street, 2) Promenade Parkway and Castle Rock Parkway (under construction), 3) Promenade Parkway (under construction), 4) Castlegate Drive West (under construction), 5) Castlegate Drive West and Castle Rock Parkway (approved plans), 6) Factory Shops Boulevard and Meadows Boulevard, 7) Mitchell Street near Mesa Middle School, 8) S. Valley Drive north of Plum Creek Parkway, 9) Low Meadow Boulevard and Night Song Way, 10) S. Gilbert Street between Gilbert and Sellers Drive at Birch Avenue, (under construction) 11) Foothills Drive and Soaring Eagle Lane, (under

construction) 12) Foothills Drive and Morning View Drive.

- Wal-Mart fuel station, site plan review for new 1,600 sf fuel center, located in the southwest corner of the Wal-Mart parking lot.
- Wellspring and Castle Oaks Covenant Church, annexation petition is to annex approximately 2.07 acres, and proposed zoning for church and Wellspring facility uses, located at 498 East Wolfensberger Road, for future Wellspring and Castle Oaks Covenant Church facilities

Residential Development Activity:

- Auburn Heights Apartments, rezoning application to amend the zoning and the currently approved site development plan for Lot 2 of Auburn Ridge.
- Bella Mesa North, site development plan for 525 single-family homes, located north of Mesa Middle School off Mitchell Street.
- Bella Mesa South, site development plan for 93 single-family homes, located at the northwest corner of Mikelson Boulevard and Mitchell Street.
- Canyons Far South, site development plan review for a residential development with 515 single family homes, located southeast of Crowfoot Valley Road and Founders Parkway.
- Castleton Heights Multifamily, new four-story multifamily building with 80 units, located southwest of the intersection of W Castleton Road and Castleton Court.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Mixed-Use site plan review for 24 townhomes and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, site construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and W. Loop Road. Also, in the southern interior portion of Loop Road, south of Loop Road, and between W. Loop Road and the Lanterns property.
- Founders Village Pool, site plan review for new pool pavilion, located at 4501 Enderud Blvd.
- Front Street Triplexes, site plan review for two triplex buildings, located on Front Street between Fifth and Sixth Streets.
- Hillside, building construction, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, Subdivision construction for various phases for a total of 1,200 single-family residential lots, located off Montaine Circle.
- Liberty Village, site construction for amended lot layout due to floodplain for 42 single-family lots, located on the south side of Castle Oaks Drive and Pleasant View Drive.
- Meadows, site and home construction for 77 single-family detached homes on the west sides of Coachline Road north of Wolfensberger Road.
- Pine Canyon PDP, Annexation and Zoning, proposing a maximum of 1,800 mixed residential units, to include single family and multifamily, as well as

commercial uses to include a hotel/resort with up to 225 rooms, and other business and industrial uses on the 535-acre site. The project area is generally located on both the east and west sides of I-25, west of Founders Parkway.

- The Oaks Filing 2A, site plan approved and construction document review for 114 single-family lots on 165+/- acres, located south of Plum Creek Parkway and east of Eaton Circle.
- Ridge at Crystal Valley, site construction for 142 single-family home project, located southwest of Loop Road in Crystal Valley Ranch. SIA amendment submitted to address modification to phasing plan for lots to be Temporary Green Zone.
- Soleana, site plan review for 55 custom home sites and 22 live/work units on 77.96 acres, located east of the Silver Heights neighborhood and west of the Diamond Ridge Estates neighborhood.
- Terrain North Basin, Phase 1, building construction for approximately 96 single-family home project, located along Castle Oaks Drive.
- Terrain North Basin, Phase 2, site development plan, plat and construction document review for approximately 29 single-family home project, located along Castle Oaks Drive.
- Unity on Wolfensberger SDP, converting the existing 70-unit Quality Inn Hotel into a 50-unit “for sale” condominiums facility for adults with Intellectual and Development Disabilities at 200 Wolfensberger Road.
- YardHomes, Annexation and Zoning request for 165 single family units on 32.29 acres, located at Plum Creek Parkway and South Ridge Road.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 8. **File #:** ID 2025-086

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Michael J. Hyman, Town Attorney

Dawson Trails Metropolitan District No. 1 - Review of Proposed Bond Issuance

Executive Summary

Per section 11.02.110 of the Castle Rock Municipal Code, all metro districts within the Town must submit proposed financings of district debt to the Town Council for review and comment.

Background

Dawson Trails Metropolitan District No. 1 (the "District") has requested that the Town Council review and, if appropriate, comment upon the proposed issuance of its Subordinate Limited Tax General Obligation Bonds (the "Bonds"). The approximate principal amount of the Bonds is $66,000,000, with an estimated interest rate of 9.25%, and a 30-year term. The Bonds will allow the District to fund miscellaneous public improvements that are authorized by the District's Service Plan.

The principal amount of the Bonds is well within the District's debt limit of $1,062,390,000, leaving the District with a remaining debt limit of $854,743,112. Likewise, the estimated interest rate and term of the Bonds are within the Service Plan limits of 18% and 50 years, respectively. Lastly, the District will not be exceeding its maximum debt mill levy is 64.44 mills, which levy is subject to future assessed valuation adjustments by the State.

Staff Recommendation

Based on the District's submittal, Town Staff finds that the Bonds comply with the Service Plan and Section 11.02.110 of the Town Code. Town Staff recommends that the District be allowed to move forward with the issuance of the Bonds as proposed without further comment.

Proposed Motion

"I move to approve the as introduced by title."

Item #: 8. **File #:** ID 2025-086

Attachments

Attachment A: Letter to Town of Castle Rock
Attachment B: Certificate Concerning District Financing

Kristin J. Bowers
Shareholder

303-858-1800
kbowers@wbapc.com

July 8, 2025

Via Email (mhyman@crgov.com)

Michael J. Hyman, Esq.
Town of Castle Rock
100 North Wilcox Street
Castle Rock, CO 80104

RE: Anticipated Issuance of Dawson Trails Metropolitan District No. 1, Subordinate Limited Tax General Obligation Bonds, Series 2025B

Dear Mr. Hyman:

White Bear Ankele Tanaka & Waldron serves as general counsel to Dawson Trails Metropolitan District No. 1 (f/k/a Dawson Ridge Metropolitan District No. 1) (the "**District**"), which services the project commonly known as Dawson Trails (the "**Project**"). The District operates pursuant to an Amended and Restated Service Plan approved by the Town of Castle Rock (the "**Town**") on September 6, 2022 (the "**Service Plan**"), which governs the District as well as Dawson Trails Metropolitan District Nos. 2-7 (f/k/a Dawson Ridge Metropolitan District Nos. 2-5 and Westfield Metropolitan District Nos. 1-2, and together with the District, the "**Districts**"). The District intends on issuing its Subordinate Limited Tax General Obligation Bonds, Series 2025B in the approximate principal amount of $66,000,000 (the "**2025 Bonds**") for the purpose of funding public improvement costs authorized by the Service Plan. The Dawson Trails Metropolitan District Nos. 2-7 (collectively, the "**Pledge Districts**") will separately pledge revenues generated from their respective debt service mill levies toward repayment of the 2025 Bonds. The debt service mill levy imposed by each of the Districts will be within the permitted limits set forth in the Service Plan.

The Service Plan governs the parameters within which each of the Districts can issue Debt. Section V.A.9 of the Service Plan provides:

> The Districts shall not issue Debt in excess of $1,062,390,000, in the aggregate. The Total Debt Issuance Limitation shall not apply to bonds, loans, notes or other instruments issued for the purpose of refunding, refinancing, reissuing or restructuring outstanding Debt, so long as the principal amount of the Debt after such refunding or restructuring does not exceed the principal amount of the Debt that was refunded.

Section VII.B of the Service Plan further provides:

> The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

Finally, section VI.C of the Service Plan provides:

> The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows: The Maximum Debt Mill Levy shall not exceed 64.044 mills, subject to future Assessed Valuation Adjustments. Each Assessed Valuation Adjustment shall be determined by the Board in good faith, with such determination to be binding and final. The Maximum Debt Mill Levy shall not apply to the assessment of mill levies to recoup or pay County-imposed refunds or abatements.

Each of the Districts is permitted under the Service Plan to impose up to 64.044 mills, as adjusted, for debt service purposes and has determined to impose a debt service mill levy of 64.044 mills, as adjusted, pursuant to the indenture governing the 2025 Bonds (and the 2024 Bonds) and the pledge agreements entered into by the Pledge Districts to secure the 2025 Bonds on a basis subordinate to the 2024 Bonds.

The 2025 Bonds will be issued for the purpose of funding public improvements necessary to serve the Project and paying costs of issuance for the 2025 Bonds.

After issuance of the 2025 Bonds, the Districts, collectively, will have approximately $854,743,112 of Debt Limit remaining under the Service Plan.

Key financial terms of the 2025 Bonds are as follows:

	Service Plan	**2024 Bonds**	**2025 Bonds**
Debt Cap	$1,062,390,000	$141,646,888.20	$66,000,000
Interest Rate (all-in TIC)	18% (maximum)	7.00% (estimated)	9.25% (estimated)
Term/Maturity	Mill levy imposition term is 50 years	2074 (50 Years)	2055 (30 Years)

	Service Plan	**2024 Bonds**	**2025 Bonds**
Mill Levy Cap	64.044, as adjusted	64.044, as adjusted and aggregated with 2025 Bonds Mill Levy	64.044, as adjusted and aggregated with 2024 Bonds Mill Levy

Section 11.02.110 of the Town of Castle Rock Municipal Code provides:

> A District shall not issue any indebtedness or refinance any outstanding indebtedness without first submitting the proposed financing to the Town for *review and comment*. The submission shall include the dollar amount of the issue, the interest rate and other financing costs, the type of revenues pledged to repayment, including the amount of the mill levy pledged, and a description of the credit enhancements, together with any preliminary official statement or other prospectus for the debt issue. The submission shall be accompanied by a certification of the Board that the proposed issuance or refinance of indebtedness is authorized by and in compliance with the service plan for the District. *The Town Council shall review such proposed financing at a regular meeting within thirty (30) days of receipt of the required submittal and forward any comments to the Board within ten (10) days of such meeting. The approval or authorization of the Town Council for the proposed financing is not required under this Section*, unless required under the express terms of the service plan or intergovernmental agreement. *The Town Council at the request of the Board or of its own initiative may waive the review, in its discretion.* Upon request, an officer of the Town shall certify to the Board or its underwriter when compliance with this Section has been met. The failure of a District to substantially comply with this Section shall empower the Town Council to impose the sanctions authorized in Section 11.02.230 of this Chapter. (*emphasis added*)

As you can see, the terms of the 2025 Bonds are in compliance with the Service Plan. The District and the Pledge Districts will hold a properly noticed public meeting, at which each will discuss the proposed 2025 Bonds and consider authorizing the transaction to move forward. The 2025 Bonds are currently scheduled to close August 12, 2025.

Attached hereto is the Districts' Financing Submission required by Section 11.020.110 of the Town Code, which includes a certificate of the Districts that the 2025 Bonds and pledge agreements further securing repayment thereof are authorized by and in compliance with the Service Plan. Per the Town Code, approval or authorization of the 2025 Bonds is not required from the Town Council; rather, the Town is to review at a meeting within 30 days of receipt of the Financing Submission, and provide any comments within 10 days thereafter. The Districts do not have a separate agreement with the Town requiring Town approval of the 2025 Bonds.

The Districts respectfully request the Town review the Financing Submission and execute the attached Acknowledgment at its regular meeting scheduled for July 15, 2025, but no later than thirty days from the date of this submission, as required by the Town Code. Alternatively, each

of the Districts is agreeable to the Town waiving its review as authorized by the Town Code. In the past, these submissions have been fairly routine, with the Town Attorney preparing the staff report and presenting at council meetings.

The Districts and their consultants are available to answer any questions you may have.

Sincerely,

WBA LOCAL GOVERNMENT LAW

Kristin J. Bowers
Shareholder

Enclosures

cc: Board of Directors, Dawson Trails Metropolitan District No. 1
Board of Directors, Dawson Trails Metropolitan District No. 2
Board of Directors, Dawson Trails Metropolitan District No. 3
Board of Directors, Dawson Trails Metropolitan District No. 4
Board of Directors, Dawson Trails Metropolitan District No. 5
Board of Directors, Dawson Trails Metropolitan District No. 6
Board of Directors, Dawson Trails Metropolitan District No. 7
Shelby Noble and Katie Cooksey, Piper Sandler
Kim Casey, Esq., Casey Parrot

CERTIFICATION TO THE TOWN OF CASTLE ROCK

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1

SUBORDINATE LIMITED TAX GENERAL OBLIGATION BONDS, SERIES 2025 IN THE APPROXIMATE PRINCIPAL AMOUNT OF $66,000,000

In accordance with the provisions of the Town of Castle Rock Municipal Code (the "**Town Code**"), Section 11.02.110, Dawson Trails Metropolitan District No. 1 (the "**District**") together with Dawson Trails Metropolitan District No. 2 ("**District No. 2**"), Dawson Trails Metropolitan District No. 3 ("**District No. 3**"), Dawson Trails Metropolitan District No. 4 ("**District No. 4**"), Dawson Trails Metropolitan District No. 5 ("**District No. 5**"), Dawson Trails Metropolitan District No. 6 ("**District No. 6**") and Dawson Trails Metropolitan District No. 7 ("**District No. 7**" and, together with the District, District No. 2, District No. 3, District No. 4, District No. 5, and District No. 6, the "**Districts**") hereby certifies the following:

1. The District will be undertaking the issuance of its proposed Subordinate Limited Tax General Obligation Bonds, Series 2025 in the approximate principal amount of $66,000,000 to finance additional project costs, generally in accordance with the term sheet, attached hereto and incorporated herein as **Exhibit A** (the "**2025 Bonds**"), with an estimated closing date of August 12, 2025. Each of District No. 2, District No. 3, District No. 4, District No. 5, District No. 6 and District No. 7 (collectively, the "**Pledge Districts**") will support repayment of the 2025 Bonds on a subordinate basis to the 2024 Bonds through the Capital Pledge Agreements previously entered into in conjunction with the 2024 Bonds. A detailed financial plan is attached hereto and incorporated herein as **Exhibit B**.

2. The term sheet and financial plan contain the dollar amount of the issue, the interest rate and other financing costs, and the types of revenues pledged, including the amount of the mill levy pledged. The 2025 Bonds are being issued for the purpose of funding public improvements necessary to serve the Project and paying costs of issuance for the 2025 Bonds, as authorized by and in compliance with the Districts' Service Plan.

3. The Districts' Amended and Restated Service Plan, approved by the Town Council for the Town of Castle Rock on September 6, 2022, provides for a debt service mill levy cap of 64.044 mills, as adjusted. The mill levy pledged to the 2025 Bonds (together with the 2024 Bonds) by each of the Districts is 64.044 mills aggregate, as adjusted. The financial plan attached as Exhibit B shows a target mill levy of 64.044 mills commencing in tax collection year 2025 and remaining steady throughout the term thereof. The mill levy pledged to the 2025 Bonds by each of the Districts is within the Service Plan requirements.

4. The Pledge Districts will separately pledge revenues generated from their respective debt service mill levies toward repayment of the 2025 Bonds pursuant to pledge agreements (collectively, the "**Pledge Agreements**"). The debt service mill levy imposed by each of the Pledge Districts pursuant to the Pledge Agreements will be within the permitted limits set forth in the Service Plan.

5. The 2025 Bonds and the Pledge Agreements are authorized by and in compliance with the Districts' Service Plan, approved by the Town Council for the Town of Castle Rock on September 6, 2022.

6. The Districts collectively request that the Town Council review the proposed financing at the July 15, 2025, regular meeting, and provide any comments to the Districts in accordance with the Town Code. The Districts also collectively request the Town execute the attached Acknowledgment at its meeting on July 15, 2025. The Districts, their Board members and consultants, are available to address any questions or comments the Town may have as it begins its review.

7. Review of the proposed 2025 Bonds and execution of the Acknowledgment does not constitute a material modification of the Districts' Service Plan.

Certified to the Town of Castle Rock as of this 7th day of July, 2025.

By:

Lawrence P. Jacobson, President of the
Boards of Directors of Dawson Trails Metropolitan
District Nos. 1-7

EXHIBIT A
TO
CERTIFICATION TO THE TOWN OF CASTLE ROCK
FOR
DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, 2025 BONDS

(Term Sheet)

DAWSON TRAILS METROPOLITAN DISTRICT NO.1
SUBORDINATE CASH FLOW BONDS, 2025B

Draft Term Sheet
(as of June 10, 2025)

FOR DISTRICT USE ONLY
PROSPECTIVE INVESTORS SHOULD REVIEW THE BOND DOCUMENTS

Delivery Date:	August 12, 2025
Sources:	
Par Amount:	$65,661,000 at issuance (estimated)
Original Issue Discount:	$(3,191,125) (estimated)
Uses:	
Project Fund:	$ 60,000,000 (estimated)
Costs of Issuance:	$ 2,469,875 (estimated)
Structure:	
Final Maturity:	December 15, 2055 (estimated)
Interest Rate:	9.25% to yield 9.75% (estimated as of the current market)
Payment Dates:	Principal and interest payments annually on December 15.
Tax Status:	Tax-exempt, Non-AMT
Optional Redemption:	Estimated 6/1/2026 at $103 premium declining (actual redemption provisions determined at pricing)
Subordinate Pledged Revenue:	The bonds are structured as cash flow bonds that pay each year on December 15th. Bonds will have a Subordinate Pledge on the Senior Pledged Revenues consisting of: i. revenues produced from the required debt service levy of 64.044 mills, subject to future adjustments, (currently 64.044 mills) (the "Required Mill Levy"). This is applied across Districts Nos. 1-7; however, the mill levy will be a springing levy that begins when the first building permit is pulled in a District. In any year where a building permit has been pulled prior to November 1 (the "Permit Year"), the District shall impose a debt service mill levy during the Permit Year for collections the following year; ii. specific ownership taxes generated from the Required Mill Levy; iii. Facility fees of $5,000 per single-family detached unit, $3,750 per duplex unit, $3,750 per townhome unit, and $2,500 per multifamily unit, each paid at building permit; iv. revenues produced from the add-on PIF of 1.25% on taxable retail sales for all retailers except Costco and the First Grocer Property, defined as the first grocer that commences the process of opening a retail grocery store in the development. Any additional Grocer Property will be subject to the PIF Covenant; v. revenues produced from the add-on PIF of 0.25% on taxable retail sales from Costco;

vi. revenues produced from the add-on PIF of 3.00% on taxable lodging sales; and
vii. revenues produced from the Retail Infrastructure Assistance Agreement consisting of 1/3 of the sales tax generated from Costco in the first 10 years of operation, up to $6.5M.

Senior Pledged Revenue available to the Subordinate Bonds will be used to pay current interest, accrued interest, and then principal. Interest not paid when due will accrue and compound annually at the rate on the bonds. Any amount unpaid at the maturity date will remain outstanding and continue to accrue and compound. The bonds will discharge on December 15, 2075.

In the event the Senior Bonds are not refinanced prior to the final maturity of 12/01/2031, a Post-Maturity Revenue Cap will be implemented at the maturity date. The Revenue Cap will be set to $18 million in 2032 and will inflate at 1.00% annually through the pay-off date. All revenue within the post-maturity revenue cap will be used to make debt service payments on the Series 2024 Bonds. Any excess revenue over the post-maturity cap can be revenue available to be used for the subordinate debt. Post-Maturity Cap schedule is attached as Exhibit A to the term sheet.

Junior Subordinate Debt: Junior subordinate bonds may be issued provided that they pay debt service annually only after all payment on senior bonds and subordinate bonds and are in compliance with the parameters for issuance under any existing bond documents.

Events of Default: It is not an event of default if the District fails to pay interest and principal, but has imposed and remitted the Required Mill Levy. Failure to impose and/or remit the Required Mill Levy is an event of default.

Trustee: BOK Financial

Title 32 qual.: Issued to financial institutions or institutional investors

Title 11 exemption: $500,000 denominations

EXHIBIT A: POST-MATURITY REVENUE CAP SCHEDULE

YEAR	REVENUE CAP
2025	-
2026	-
2027	-
2028	-
2029	-
2030	-
2031	-
2032	$18,000,000
2033	$18,180,000
2034	$18,362,000
2035	$18,546,000
2036	$18,732,000
2037	$18,920,000
2038	$19,110,000
2039	$19,302,000
2040	$19,496,000
2041	$19,691,000
2042	$19,888,000
2043	$20,087,000
2044	$20,288,000
2045	$20,491,000
2046	$30,696,000
2047	$20,903,000
2048	$21,113,000
2049	$21,325,000
2050	$21,539,000
2051	$21,755,000
2052	$21,973,000
2053	$22,193,000
2054	$22,415,000
2055	$22,640,000

EXHIBIT B
TO
CERTIFICATION TO THE TOWN OF CASTLE ROCK
FOR
DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 2025 BONDS

(Financial Plan)

Dawson Trails Metropolitan District Nos. 1-7
Douglas County, Colorado
~~~
Subordinate Cash Flow Bonds, Series 2025B
~~~
Existing Series 2024 plus Proposed Series 2025B

Bond Assumptions	Series 2025B
Closing Date	7/15/2025
First Call Date	6/1/2026
Final Maturity	12/15/2055
Amortization Date	12/15/2049
Discharge Date	12/2/2075
Sources of Funds	
Par Amount	65,661,000
Net Premium / Discount	(3,191,125)
Total	62,469,875
Uses of Funds	
Project Fund	60,000,000
Cost of Issuance	2,469,830
Rounding	45
Total	62,469,875
Debt Features	
Projected Coverage at Mill Levy Cap	1.00x
Tax Status	Tax-Exempt
Interest Payment Type	Cash Flow
Rating	Non-Rated
Coupon (Interest Rate)	9.250%
Yield to Worst	9.750%
Bond Price	$95.140
Annual Trustee Fee	$3,000
Biennial Reassessment	
Residential	2.00%
Commercial	2.00%
Tax Authority Assumptions	
Metropolitan District Revenue	
Residential Assessment Ratio	
Debt Service Mills	
Service Plan Mill Levy Cap	64.044
Target Mill Levy	64.044
Specific Ownership Tax	6.00%
County Treasurer Fee	1.50%
Fee Revenue	
SFD Facility Fee	$5,000
DP Facility Fee	$3,750
TH Facility Fee	$3,750
MF Facility Fee	$2,500
Sales Tax Revenue	
Large Format	
City Sales Tax	4.00%
District Share	33.33%
Max Contribution	$6,500,000
Add-on PIF	0.25%
Other Format	
Add-on PIF	1.25%
Lodging Tax Revenue	
Add-on PIF	3.00%
Town Mill Levy (Not Available for Debt Service)	2.000

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 1 - Single Family									
	West A - SFD 90' x 100' (P3)	West A - SFD 100' x 100' (P4)	-	-	-	-	-	-	-	Total
Type	SFD	SFD	-	-	-	-	-	-	-	
Statutory Actual Value (2023)	$1,274,104	$1,557,272	-	-	-	-	-	-	-	
Sales per Unit	-	-	-	-	-	-	-	-	-	
Sales Taxable %	-	-	-	-	-	-	-	-	-	
Lodging per Unit	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	30	11	-	-	-	-	-	-	-	41
2033	30	11	-	-	-	-	-	-	-	41
2034	30	11	-	-	-	-	-	-	-	41
2035	23	11	-	-	-	-	-	-	-	34
2036	-	6	-	-	-	-	-	-	-	6
2037	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**113**	**50**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**163**
Total Statutory Actual Value	**$143,973,752**	**$77,863,600**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**$221,837,352**
Annual Sales	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 2 - Single Family									
Type	West B-1 SFD 60' x 120' (P7) SFD	West B-1 SFD 50' x 100' (N Ph1) (P8) SFD	West B-1 SFD 60' x 100' (N Ph1) (P9) SFD	Central C-1 SFD 50' x 100' (P12) SFD	Central C-1 SFD 60' x 100' (P13) SFD	Central C-2 SFD 50' x 100' (P19) SFD	- -	- -	- -	Total
Statutory Actual Value (2023)	$1,161,609	$695,169	$728,945	$695,169	$728,945	$695,169	-	-	-	
Sales per Unit	-	-	-	-	-	-	-	-	-	
Sales Taxable %	-	-	-	-	-	-	-	-	-	
Lodging per Unit	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	24	-	-	-	-	-	-	-	-	24
2028	-	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	51	-	-	-	-	51
2030	-	-	-	-	54	12	-	-	-	66
2031	-	-	-	-	54	48	-	-	-	102
2032	-	-	-	3	57	57	-	-	-	117
2033	-	-	35	12	54	52	-	-	-	153
2034	-	-	35	12	54	52	-	-	-	153
2035	-	37	35	12	-	52	-	-	-	136
2036	-	36	35	12	-	37	-	-	-	120
2037	-	-	27	12	-	-	-	-	-	39
2038	-	-	-	12	-	-	-	-	-	12
2039	-	-	-	12	-	-	-	-	-	12
2040	-	-	-	12	-	-	-	-	-	12
2041	-	-	-	12	-	-	-	-	-	12
2042	-	-	-	12	-	-	-	-	-	12
2043	-	-	-	12	-	-	-	-	-	12
2044	-	-	-	12	-	-	-	-	-	12
2045	-	-	-	10	-	-	-	-	-	10
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**24**	**73**	**167**	**157**	**324**	**310**	**-**	**-**	**-**	**1,055**
Total Statutory Actual Value	**$27,878,616**	**$50,747,337**	**$121,733,815**	**$109,141,533**	**$236,178,180**	**$215,502,390**	**-**	**-**	**-**	**$761,181,871**
Annual Sales	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 3 - Single Family								
Type	West B-1 SFD 40' x 110' (P5) SFD	West B-1 SFD 50' x 110' (P6) SFD	Central C-2 TH 20' x 75' (P14) TH	Central C-2 Duplex 35' x 85' (P15) DP	Central C-2 Alley Load 32' x 90' (P16) SFD	Central C-2 Alley Load 40' x 90' (P17) SFD	Central C-2 SFD 40' x 100' (P18) SFD	Central D - TH 20' x 75' (P20) TH	Central D - Duplex 35' x 85' (P21) DP
Statutory Actual Value (2023)	$735,638	$805,835	$501,599	$561,112	$572,631	$603,321	$630,360	$501,599	$561,112
Sales per Unit	-	-	-	-	-	-	-	-	-
Sales Taxable %	-	-	-	-	-	-	-	-	-
Lodging per Unit	-	-	-	-	-	-	-	-	-
2023	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-
2027	45	36	-	-	-	-	12	12	36
2028	42	36	-	-	-	-	48	48	48
2029	7	36	-	-	-	-	48	48	48
2030	-	7	48	-	-	-	48	10	48
2031	-	-	48	6	34	24	48	-	42
2032	-	-	-	34	-	33	48	-	-
2033	-	-	-	-	-	33	48	-	-
2034	-	-	-	-	-	10	48	-	-
2035	-	-	-	-	-	-	4	-	-
2036	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-
Total Units	**94**	**115**	**96**	**40**	**34**	**100**	**352**	**118**	**222**
Total Statutory Actual Value	**$69,149,972**	**$92,671,025**	**$48,153,504**	**$22,444,480**	**$19,469,454**	**$60,332,100**	**$221,886,720**	**$59,188,682**	**$124,566,864**
Annual Sales	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 3 - Single Family									
Type	Central D Alley 32' x 90' (TM) (P22) SFD	Central D Front 45' x 90' (TM) (P23) SFD	Central D Alley 35' x 90' (TM) (P24) SFD	Central D Alley-Load 40' x 90' (P25) SFD	Central D - SFD 40' x 100' (P26) SFD	Central D - SFD 50' x 100' (P27) SFD	Central D - SFD 60' x 100' (TM) (P28) SFD	East E-2 - Alley Load 32' x 95' (P29) SFD	Central D - SFD - Build-for-Rent SFD	Total
Statutory Actual Value (2023)	$572,631	$603,321	$572,631	$603,321	$630,360	$695,169	$728,945	$572,631	$480,900	
Sales per Unit	-	-	-	-	-	-	-	-	-	
Sales Taxable %	-	-	-	-	-	-	-	-	-	
Lodging per Unit	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	12	36	15	-	-	-	24	18	-	246
2028	36	36	7	-	5	8	6	36	-	356
2029	24	36	-	-	48	48	-	36	-	379
2030	-	36	-	3	48	22	-	36	-	306
2031	-	6	-	12	48	-	-	36	-	304
2032	-	-	-	-	32	-	-	36	-	183
2033	-	-	-	-	-	-	-	2	79	162
2034	-	-	-	-	-	-	-	-	-	58
2035	-	-	-	-	-	-	-	-	-	4
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**72**	**150**	**22**	**15**	**181**	**78**	**30**	**200**	**79**	**1,998**
Total Statutory Actual Value	**$41,229,432**	**$90,498,150**	**$12,597,882**	**$9,049,815**	**$114,095,160**	**$54,223,182**	**$21,868,350**	**$114,526,200**	**$37,991,100**	**$1,213,942,072**
Annual Sales	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 3 - Multi Family									
	Central D - MF Apartments	Central D - MF Apts (Ph 2)	East E-2 - MF Apts	East F-3 - MF Apts	East F-3 - MF Apts	-	-	-	-	Total
Type	MF	MF	MF	MF	MF	-	-	-	-	
Statutory Actual Value (2023)	$312,233	$312,233	$312,233	$312,233	$312,233	-	-	-	-	
Sales per Unit	-	-	-	-	-	-	-	-	-	
Sales Taxable %	-	-	-	-	-	-	-	-	-	
Lodging per Unit	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-	-
2028	120	-	120	-	-	-	-	-	-	240
2029	120	-	120	-	-	-	-	-	-	240
2030	60	125	40	-	-	-	-	-	-	225
2031	-	125	-	-	-	-	-	-	-	125
2032	-	125	-	-	-	-	-	-	-	125
2033	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	120	-	-	-	-	120
2035	-	-	-	120	120	-	-	-	-	240
2036	-	-	-	120	120	-	-	-	-	240
2037	-	-	-	50	120	-	-	-	-	170
2038	-	-	-	-	120	-	-	-	-	120
2039	-	-	-	-	120	-	-	-	-	120
2040	-	-	-	-	120	-	-	-	-	120
2041	-	-	-	-	13	-	-	-	-	13
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**300**	**375**	**280**	**290**	**853**	**-**	**-**	**-**	**-**	**2,098**
Total Statutory Actual Value	**$93,669,900**	**$117,087,375**	**$87,425,240**	**$90,547,570**	**$266,334,749**	**-**	**-**	**-**	**-**	**$655,064,834**
Annual Sales	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 4 - Single Family									
Type	West A - SFD 70' x 100' (P1) SFD	West A - SFD 80' x 100' (P2) SFD	West B-2 SFD 50' x 100' (P10) SFD	West B-2 SFD 60' x 100' (P11) SFD	-	-	-	-	-	Total
Statutory Actual Value (2023)	$863,617	$1,045,514	$695,169	$728,945	-	-	-	-	-	
Sales per Unit	-	-	-	-	-	-	-	-	-	
Sales Taxable %	-	-	-	-	-	-	-	-	-	
Lodging per Unit	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	36	33	-	-	-	-	-	-	-	69
2033	36	33	-	35	-	-	-	-	-	104
2034	36	33	-	35	-	-	-	-	-	104
2035	36	33	40	35	-	-	-	-	-	144
2036	14	18	40	33	-	-	-	-	-	105
2037	-	-	10	-	-	-	-	-	-	10
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**158**	**150**	**90**	**138**	**-**	**-**	**-**	**-**	**-**	**536**
Total Statutory Actual Value	**$136,451,486**	**$156,827,100**	**$62,565,210**	**$100,594,410**	**-**	**-**	**-**	**-**	**-**	**$456,438,206**
Annual Sales	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 5 - Commercial									
	Grocer	Grocer Support	Mainstreet	Office	Medical Office	Industrial	Hospital	-	-	Total
Type	Commercial	Commercial	Commercial	Commercial	Commercial	Commercial	Commercial	-	-	
Statutory Actual Value (2023)	$234	$234	$234	$223	$257	$213	$500	-	-	
Sales per Unit	-	$516	$311	-	-	-	-	-	-	
Sales Taxable %	-	75%	75%	-	-	-	-	-	-	
Lodging per Unit	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	125,000	-	-	-	-	-	-	-	-	125,000
2028	-	25,000	-	-	-	150,000	100,000	-	-	275,000
2029	-	25,000	15,000	40,000	40,000	150,000	-	-	-	270,000
2030	-	25,000	15,000	40,000	40,000	150,000	-	-	-	270,000
2031	-	-	15,000	40,000	40,000	150,000	-	-	-	245,000
2032	-	-	15,000	50,000	30,000	150,000	-	-	-	245,000
2033	-	-	15,000	80,000	-	150,000	-	-	-	245,000
2034	-	-	15,000	80,000	-	150,000	-	-	-	245,000
2035	-	-	15,000	80,000	-	150,000	-	-	-	245,000
2036	-	-	15,000	80,000	-	150,000	-	-	-	245,000
2037	-	-	15,000	60,000	-	150,000	-	-	-	225,000
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**125,000**	**75,000**	**135,000**	**550,000**	**150,000**	**1,500,000**	**100,000**	**-**	**-**	**2,635,000**
Total Statutory Actual Value	**$29,250,000**	**$17,550,000**	**$31,590,000**	**$122,650,000**	**$38,550,000**	**$319,500,000**	**$50,000,000**	**-**	**-**	**$609,090,000**
Annual Sales	**-**	**$29,025,000**	**$31,488,750**	**-**	**-**	**-**	**-**	**-**	**-**	**$60,513,750**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 5 - Hotel									
	Hotel 1	Hotel 2	Hotel 3	Hotel 4	-	-	-	-	-	Total
Type	Hotel	Hotel	Hotel	Hotel	-	-	-	-	-	
Statutory Actual Value (2023)	$111,013	$111,013	$111,013	$111,013	-	-	-	-	-	
Sales per Unit	-	-	-	-	-	-	-	-	-	
Sales Taxable %	-	-	-	-	-	-	-	-	-	
Lodging per Unit	$129	$129	$129	$129	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-	-
2028	120	-	-	-	-	-	-	-	-	120
2029	-	-	-	-	-	-	-	-	-	-
2030	-	120	-	-	-	-	-	-	-	120
2031	-	-	-	-	-	-	-	-	-	-
2032	-	-	120	-	-	-	-	-	-	120
2033	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	120	-	-	-	-	-	120
2035	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**120**	**120**	**120**	**120**	**-**	**-**	**-**	**-**	**-**	**480**
Total Statutory Actual Value	**$13,321,560**	**$13,321,560**	**$13,321,560**	**$13,321,560**	**-**	**-**	**-**	**-**	**-**	**$53,286,240**
Annual Sales	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Annual Lodging	**$3,955,140**	**$3,955,140**	**$3,955,140**	**$3,955,140**	**-**	**-**	**-**	**-**	**-**	**$15,820,560**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 6 - Commercial									
	Large Format Retail	Large Support	-	-	-	-	-	-	-	Total
Type	Box	Commercial	-	-	-	-	-	-	-	
Statutory Actual Value (2023)	$234	$234	-	-	-	-	-	-	-	
Sales per Unit	$1,419	$311	-	-	-	-	-	-	-	
Sales Taxable %	100%	75%	-	-	-	-	-	-	-	
Lodging per Unit	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	165,000	40,000	-	-	-	-	-	-	-	205,000
2028	-	10,000	-	-	-	-	-	-	-	10,000
2029	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**165,000**	**50,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**215,000**
Total Statutory Actual Value	**$38,610,000**	**$11,700,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**$50,310,000**
Annual Sales	**$234,135,000**	**$11,662,500**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**$245,797,500**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Development Summary

	MD No. 7 - Commercial								
	Large Support	-	-	-	-	-	-	-	-	Total
Type	Commercial	-	-	-	-	-	-	-	-	
Statutory Actual Value (2023)	$234	-	-	-	-	-	-	-	-	
Sales per Unit	$311	-	-	-	-	-	-	-	-	
Sales Taxable %	75%	-	-	-	-	-	-	-	-	
Lodging per Unit	-	-	-	-	-	-	-	-	-	
2023	-	-	-	-	-	-	-	-	-	-
2024	-	-	-	-	-	-	-	-	-	-
2025	-	-	-	-	-	-	-	-	-	-
2026	-	-	-	-	-	-	-	-	-	-
2027	-	-	-	-	-	-	-	-	-	-
2028	50,000	-	-	-	-	-	-	-	-	50,000
2029	-	-	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-	-	-
Total Units	**50,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**50,000**
Total Statutory Actual Value	**$11,700,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**$11,700,000**
Annual Sales	**$11,662,500**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**$11,662,500**
Annual Lodging	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

Dawson Trails Metropolitan District Nos. 1-7
Revenue

	Revenue by District							Total
	MD No. 1	MD No. 2	MD No. 3	MD No. 4	MD No. 5	MD No. 6	MD No. 7	Total
2023	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0
2025	4,629	0	0	0	0	245	0	4,873
2026	4,629	354	2,698	0	467	(2,755)	0	5,392
2027	4,629	125,227	1,220,204	0	467	1,984,930	874	3,336,330
2028	4,629	54,192	2,688,664	0	208,820	3,116,470	77,099	6,149,873
2029	4,629	414,710	3,924,833	0	1,097,340	4,183,822	138,950	9,764,283
2030	4,629	572,494	5,105,333	0	3,462,534	1,849,726	405,717	11,400,432
2031	4,629	990,601	6,408,461	378	4,940,376	1,857,525	407,272	14,609,241
2032	228,834	1,394,285	7,239,561	377,699	6,821,197	1,886,856	413,832	18,362,264
2033	337,971	2,025,554	7,913,867	701,449	8,158,690	1,894,812	415,419	21,447,763
2034	655,155	2,578,536	8,544,690	1,129,650	10,004,297	1,924,731	422,110	25,259,168
2035	939,220	3,126,004	9,073,352	1,889,528	11,364,206	1,932,847	423,728	28,748,886
2036	1,104,946	3,706,649	9,665,955	2,286,737	13,219,273	1,963,364	430,554	32,377,478
2037	1,279,523	3,804,448	9,934,462	2,394,882	14,587,731	1,971,643	432,204	34,404,893
2038	1,344,160	4,130,077	10,399,525	2,744,288	16,211,840	2,002,772	439,166	37,271,829
2039	1,344,160	4,268,807	10,706,315	2,774,531	17,388,832	2,011,218	440,850	38,934,714
2040	1,370,955	4,406,609	11,155,517	2,830,021	17,722,246	2,042,970	447,952	39,976,270
2041	1,370,955	4,461,840	11,083,991	2,830,021	17,736,752	2,051,585	449,670	39,984,814
2042	1,398,286	4,605,648	11,449,794	2,886,620	16,597,043	1,205,119	281,674	38,424,185
2043	1,398,286	4,663,097	11,469,557	2,886,620	16,597,043	1,205,119	281,674	38,501,396
2044	1,426,163	4,813,162	11,698,902	2,944,351	16,928,984	1,229,279	287,293	39,328,135
2045	1,426,163	4,860,470	11,698,902	2,944,351	16,928,984	1,229,279	287,293	39,375,442
2046	1,454,598	4,951,387	11,932,834	3,003,237	17,267,564	1,253,922	293,024	40,156,566
2047	1,454,598	4,989,129	11,932,834	3,003,237	17,267,564	1,253,922	293,024	40,194,308
2048	1,483,601	5,088,911	12,171,445	3,063,300	17,612,915	1,279,059	298,870	40,998,101
2049	1,483,601	5,088,911	12,171,445	3,063,300	17,612,915	1,279,059	298,870	40,998,101
2050	1,513,185	5,190,689	12,414,828	3,124,565	17,965,173	1,311,698	304,832	41,824,971
2051	1,513,185	5,190,689	12,414,828	3,124,565	17,965,173	1,311,698	304,832	41,824,971
2052	1,543,360	5,294,503	12,663,078	3,187,055	18,324,477	1,337,850	310,914	42,661,237
2053	1,543,360	5,294,503	12,663,078	3,187,055	18,324,477	1,337,850	310,914	42,661,237
2054	1,574,139	5,400,393	12,916,294	3,250,795	18,690,966	1,364,525	317,117	43,514,229
2055	1,574,139	5,400,393	12,916,294	3,250,795	18,690,966	1,364,525	317,117	43,514,229
2056	1,605,533	5,508,401	13,174,573	3,315,810	19,064,786	1,391,733	323,445	44,384,281
2057	1,605,533	5,508,401	13,174,573	3,315,810	19,064,786	1,391,733	323,445	44,384,281
2058	1,637,556	5,618,569	13,438,019	3,382,125	19,446,082	1,419,486	329,899	45,271,734
2059	1,637,556	5,618,569	13,438,019	3,382,125	19,446,082	1,419,486	329,899	45,271,734
2060	1,670,218	5,730,940	13,706,733	3,449,766	19,835,003	1,447,793	336,482	46,176,936
2061	1,670,218	5,730,940	13,706,733	3,449,766	19,835,003	1,447,793	336,482	46,176,936
Total	40,621,559	140,608,095	366,220,191	83,174,430	506,391,057	59,153,687	11,512,499	1,207,681,518

Dawson Trails Metropolitan District Nos. 1-7
Revenue

	Assessed Value	Revenue by Type					
	Total	Debt Mill Levy Collections	Specific Oxnership Taxes	SFD Fees	DP Fees	TH Fees	MF Fees
2023	0	0	0	0	0	0	0
2024	195,560	0	0	0	0	0	0
2025	204,888	8,491	509	0	0	0	0
2026	204,888	11,859	712	0	0	0	0
2027	204,888	12,695	762	1,155,070	140,482	46,827	0
2028	7,918,266	504,221	30,253	1,366,313	189,182	189,182	630,606
2029	50,978,657	3,248,191	194,891	1,772,739	191,074	191,074	636,912
2030	111,900,078	7,130,335	427,820	1,425,940	192,984	233,189	603,076
2031	158,624,255	10,108,137	606,488	1,678,428	194,914	194,914	338,393
2032	209,902,488	13,375,780	802,547	2,056,128	139,445	0	341,777
2033	254,907,984	16,243,700	974,622	2,540,631	0	0	0
2034	312,732,345	19,928,487	1,195,709	1,985,890	0	0	334,701
2035	361,587,309	23,041,710	1,382,503	1,791,652	0	0	676,095
2036	421,777,865	26,877,280	1,612,637	1,314,498	0	0	682,856
2037	469,555,794	29,921,870	1,795,312	281,621	0	0	488,527
2038	517,161,688	32,955,498	1,977,330	69,658	0	0	348,291
2039	541,515,086	34,507,388	2,070,443	70,355	0	0	351,774
2040	556,723,381	35,476,518	2,128,591	71,058	0	0	355,291
2041	561,219,620	35,763,036	2,145,782	71,769	0	0	38,875
2042	576,031,242	36,706,888	2,202,413	72,487	0	0	0
2043	577,179,839	36,780,081	2,206,805	73,211	0	0	0
2044	589,583,951	37,570,518	2,254,231	73,944	0	0	0
2045	590,470,182	37,626,992	2,257,620	62,236	0	0	0
2046	603,134,885	38,434,035	2,306,042	0	0	0	0
2047	603,701,649	38,470,151	2,308,209	0	0	0	0
2048	615,772,187	39,239,331	2,354,360	0	0	0	0
2049	615,772,187	39,239,331	2,354,360	0	0	0	0
2050	628,084,136	40,023,895	2,401,434	0	0	0	0
2051	628,084,136	40,023,895	2,401,434	0	0	0	0
2052	640,642,324	40,824,151	2,449,449	0	0	0	0
2053	640,642,324	40,824,151	2,449,449	0	0	0	0
2054	653,451,676	41,640,411	2,498,425	0	0	0	0
2055	653,451,676	41,640,411	2,498,425	0	0	0	0
2056	666,517,215	42,472,996	2,548,380	0	0	0	0
2057	666,517,215	42,472,996	2,548,380	0	0	0	0
2058	679,844,065	43,322,234	2,599,334	0	0	0	0
2059	679,844,065	43,322,234	2,599,334	0	0	0	0
2060	693,437,452	44,188,456	2,651,307	0	0	0	0
2061	693,437,452	44,188,456	2,651,307	0	0	0	0
Total		1,098,126,808	65,887,608	17,933,627	1,048,080	855,186	5,827,172

Dawson Trails Metropolitan District Nos. 1-7
Revenue

	Revenue by Type				Expense			Total
	Large Format TIF	Large Format PIF	Other Format PIF	Lodging PIF	County Treasurer Fee	PIF Collection Fee	Annual Trustee Fee	Revenue Available for Debt Service
2023	0	0	0	0	0	0	0	0
2024	0	0	0	0	0	0	0	0
2025	0	0	0	0	(127)	0	(4,000)	4,873
2026	0	0	0	0	(178)	0	(7,000)	5,392
2027	1,624,279	304,552	60,680	0	(190)	(1,826)	(7,000)	3,336,330
2028	2,460,782	461,397	247,414	89,076	(7,563)	(3,989)	(7,000)	6,149,873
2029	2,414,939	621,348	446,759	107,960	(48,723)	(5,880)	(7,000)	9,764,283
2030	0	627,561	662,944	218,080	(106,955)	(7,543)	(7,000)	11,400,432
2031	0	633,837	782,410	238,616	(151,622)	(8,274)	(7,000)	14,609,241
2032	0	640,175	871,133	352,234	(200,637)	(9,318)	(7,000)	18,362,264
2033	0	646,577	928,154	374,480	(243,656)	(9,746)	(7,000)	21,447,763
2034	0	653,043	986,229	491,692	(298,927)	(10,655)	(7,000)	25,259,168
2035	0	659,573	1,045,372	515,710	(345,626)	(11,103)	(7,000)	28,748,886
2036	0	666,169	1,105,600	540,158	(403,159)	(11,560)	(7,000)	32,377,478
2037	0	672,830	1,166,927	545,560	(448,828)	(11,927)	(7,000)	34,404,893
2038	0	679,559	1,203,984	551,015	(494,332)	(12,173)	(7,000)	37,271,829
2039	0	686,354	1,228,844	556,526	(517,611)	(12,359)	(7,000)	38,934,714
2040	0	693,218	1,241,133	562,091	(532,148)	(12,482)	(7,000)	39,976,270
2041	0	700,150	1,253,544	567,712	(536,446)	(12,607)	(7,000)	39,984,814
2042	0	0	0	0	(550,603)	0	(7,000)	38,424,185
2043	0	0	0	0	(551,701)	0	(7,000)	38,501,396
2044	0	0	0	0	(563,558)	0	(7,000)	39,328,135
2045	0	0	0	0	(564,405)	0	(7,000)	39,375,442
2046	0	0	0	0	(576,511)	0	(7,000)	40,156,566
2047	0	0	0	0	(577,052)	0	(7,000)	40,194,308
2048	0	0	0	0	(588,590)	0	(7,000)	40,998,101
2049	0	0	0	0	(588,590)	0	(7,000)	40,998,101
2050	0	0	0	0	(600,358)	0	0	41,824,971
2051	0	0	0	0	(600,358)	0	0	41,824,971
2052	0	0	0	0	(612,362)	0	0	42,661,237
2053	0	0	0	0	(612,362)	0	0	42,661,237
2054	0	0	0	0	(624,606)	0	0	43,514,229
2055	0	0	0	0	(624,606)	0	0	43,514,229
2056	0	0	0	0	(637,095)	0	0	44,384,281
2057	0	0	0	0	(637,095)	0	0	44,384,281
2058	0	0	0	0	(649,834)	0	0	45,271,734
2059	0	0	0	0	(649,834)	0	0	45,271,734
2060	0	0	0	0	(662,827)	0	0	46,176,936
2061	0	0	0	0	(662,827)	0	0	46,176,936
Total	6,500,000	9,346,341	13,231,128	5,710,910	(16,471,902)	(141,442)	(172,000)	1,207,681,518

Dawson Trails Metropolitan District Nos. 1-7
Debt Service

	Total	Revenue Cap	Net Debt Service	Surplus Fund			Ratio Analysis	
			Series 2024					
	Revenue Available for Debt Service	Post-Maturity Revenue Cap $18,000,000 Inflated at 1.00%	Dated: 5/16/2024 Par: $141,646,888 Proj: $125,000,000	Annual Surplus	Cumulative Balance	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
2023	0			0	0	0	n/a	72431%
2024	0		0	0	0	0	n/a	71759%
2025	4,873		3,309	1,564	1,564	0	147%	119977%
2026	5,392		3,545	1,848	3,412	0	152%	125450%
2027	3,336,330		3,333,810	2,521	5,933	0	100%	3356%
2028	6,149,873		6,145,993	3,881	9,814	0	100%	534%
2029	9,764,283		9,760,128	4,155	13,969	0	100%	246%
2030	11,400,432		11,398,157	2,275	16,244	0	100%	175%
2031	14,609,241		14,605,000	4,241	20,485	0	100%	132%
2032	18,362,264	18,000,000	17,999,400	362,864	0	383,349	102%	72%
2033	21,447,763	18,180,000	18,179,740	3,268,023	0	3,268,023	118%	57%
2034	25,259,168	18,362,000	18,361,750	6,897,418	0	6,897,418	138%	48%
2035	28,748,886	18,546,000	18,545,770	10,203,116	0	10,203,116	155%	39%
2036	32,377,478	18,732,000	18,731,930	13,645,548	0	13,645,548	173%	34%
2037	34,404,893	18,920,000	18,919,150	15,485,743	0	15,485,743	182%	29%
2038	37,271,829	19,110,000	19,109,210	18,162,619	0	18,162,619	195%	26%
2039	38,934,714	19,302,000	19,301,540	19,633,174	0	19,633,174	202%	24%
2040	39,976,270	19,496,000	19,495,360	20,480,910	0	20,480,910	205%	22%
2041	39,984,814	19,691,000	19,690,680	20,294,134	0	20,294,134	203%	19%
2042	38,424,185	19,888,000	19,887,230	18,536,955	0	18,536,955	193%	17%
2043	38,501,396	20,087,000	20,086,460	18,414,936	0	18,414,936	192%	15%
2044	39,328,135	20,288,000	20,287,400	19,040,735	0	19,040,735	194%	12%
2045	39,375,442	20,491,000	20,490,800	18,884,642	0	18,884,642	192%	9%
2046	40,156,566	20,696,000	20,695,990	19,460,576	0	19,460,576	194%	7%
2047	40,194,308	20,903,000	20,902,950	19,291,358	0	19,291,358	192%	3%
2048	40,998,101	21,113,000	21,112,240	19,885,861	0	19,885,861	194%	0%
2049	40,998,101	21,325,000	1,603,930	39,394,171	0	39,394,171	2556%	0%
2050	41,824,971	21,539,000	0	41,824,971	0	41,824,971	n/a	0%
2051	41,824,971	21,755,000	0	41,824,971	0	41,824,971	n/a	0%
2052	42,661,237	21,973,000	0	42,661,237	0	42,661,237	n/a	0%
2053	42,661,237	22,193,000	0	42,661,237	0	42,661,237	n/a	0%
2054	43,514,229	22,415,000	0	43,514,229	0	43,514,229	n/a	0%
2055	43,514,229	22,640,000	0	43,514,229	0	43,514,229	n/a	0%
2056	44,384,281	22,867,000	0	44,384,281	0	44,384,281	n/a	0%
2057	44,384,281	23,096,000	0	44,384,281	0	44,384,281	n/a	0%
2058	45,271,734	23,327,000	0	45,271,734	0	45,271,734	n/a	0%
2059	45,271,734	23,561,000	0	45,271,734	0	45,271,734	n/a	0%
2060	46,176,936	23,797,000	0	46,176,936	0	46,176,936	n/a	0%
2061	46,176,936	24,035,000	0	46,176,936	0	46,176,936	n/a	0%
Total	1,207,681,518	626,328,000	378,651,471	829,030,047		829,030,047		

Dawson Trails Metropolitan District
Subordinate Debt Service

	Revenue Available for Debt Service	Interest Payment 9.250%	Balance of Accrued Interest	Principal Payment	Principal Balance	Debt Service Series 2025B Dated: 7/15/2025 Par: $65,661,000 Proj: $60,000,000	Released Revenue
7/15/2025		-	-	-	65,661,000	-	-
12/15/2025	-	-	2,530,684	-	65,661,000	-	-
12/15/2026	-	-	8,838,415	-	65,661,000	-	-
12/15/2027	-	-	15,729,611	-	65,661,000	-	-
12/15/2028	-	-	23,258,243	-	65,661,000	-	-
12/15/2029	-	-	31,483,273	-	65,661,000	-	-
12/15/2030	-	-	40,469,118	-	65,661,000	-	-
12/15/2031	-	-	50,286,154	-	65,661,000	-	-
12/15/2032	383,349	383,349	60,627,916	-	65,661,000	383,349	-
12/15/2033	3,268,023	3,268,023	69,041,618	-	65,661,000	3,268,023	-
12/15/2034	6,897,418	6,897,418	74,604,192	-	65,661,000	6,897,418	-
12/15/2035	10,203,116	10,203,116	77,375,607	-	65,661,000	10,203,116	-
12/15/2036	13,645,548	13,645,548	76,960,944	-	65,661,000	13,645,548	-
12/15/2037	15,485,743	15,485,743	74,667,731	-	65,661,000	15,485,743	-
12/15/2038	18,162,619	18,162,619	69,485,520	-	65,661,000	18,162,619	-
12/15/2039	19,633,174	19,633,174	62,353,399	-	65,661,000	19,633,174	-
12/15/2040	20,480,910	20,480,910	53,713,821	-	65,661,000	20,480,910	-
12/15/2041	20,294,134	20,294,134	44,461,857	-	65,661,000	20,294,134	-
12/15/2042	18,536,955	18,536,955	36,111,267	-	65,661,000	18,536,955	-
12/15/2043	18,414,936	18,414,936	27,110,266	-	65,661,000	18,414,936	-
12/15/2044	19,040,735	19,040,735	16,650,873	-	65,661,000	19,040,735	-
12/15/2045	18,884,642	18,884,642	5,380,079	-	65,661,000	18,884,642	-
12/15/2046	19,460,576	11,951,378	-	7,509,000	58,152,000	19,460,378	-
12/15/2047	19,291,358	5,379,060	-	13,912,000	44,240,000	19,291,060	-
12/15/2048	19,885,861	4,092,200	-	15,794,000	28,446,000	19,886,200	-
12/15/2049	39,394,171	2,631,255	-	28,446,000	-	31,077,255	8,317,073
12/15/2050	41,824,971	-	-	-	-	-	41,824,971
12/15/2051	41,824,971	-	-	-	-	-	41,824,971
12/15/2052	42,661,237	-	-	-	-	-	42,661,237
12/15/2053	42,661,237	-	-	-	-	-	42,661,237
12/15/2054	43,514,229	-	-	-	-	-	43,514,229
12/15/2055	43,514,229	-	-	-	-	-	43,514,229
12/15/2056	44,384,281	-	-	-	-	-	44,384,281
12/15/2057	44,384,281	-	-	-	-	-	44,384,281
12/15/2058	45,271,734	-	-	-	-	-	45,271,734
12/15/2059	45,271,734	-	-	-	-	-	45,271,734
12/15/2060	46,176,936	-	-	-	-	-	46,176,936
12/15/2061	46,176,936	-	-	-	-	-	46,176,936
	829,030,047	227,385,196		65,661,000		293,046,196	535,983,851

SOURCES AND USES OF FUNDS

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
Douglas County, Colorado
~~~
SUBORDINATE CASH FLOW BONDS, SERIES 2025B

Dated Date	07/15/2025
Delivery Date	07/15/2025

Sources:	
Bond Proceeds:	
Par Amount	65,661,000.00
Original Issue Discount	(3,191,124.60)
	62,469,875.40

Uses:	
Project Fund Deposits:	
Project Fund	60,000,000.00
Cost of Issuance:	
Cost of Issuance	500,000.00
Delivery Date Expenses:	
Underwriter's Discount	1,969,830.00
Other Uses of Funds:	
Additional Proceeds	45.40
	62,469,875.40

BOND PRICING

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
Douglas County, Colorado
~~~
SUBORDINATE CASH FLOW BONDS, SERIES 2025B

Bond Component	*Maturity Date*	*Amount*	*Rate*	*Yield*	*Price*	*Premium (-Discount)*
Term Bond due 2055:						
	12/15/2055	65,661,000	9.250%	9.750%	95.140	(3,191,124.60)
		65,661,000				(3,191,124.60)

Dated Date	07/15/2025	
Delivery Date	07/15/2025	
First Coupon	12/15/2025	
Par Amount	65,661,000.00	
Original Issue Discount	(3,191,124.60)	
Production	62,469,875.40	95.140000%
Underwriter's Discount	(1,969,830.00)	(3.000000%)
Purchase Price	60,500,045.40	92.140000%
Accrued Interest		
Net Proceeds	60,500,045.40	

CALL PROVISIONS

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
Douglas County, Colorado
~~~
SUBORDINATE CASH FLOW BONDS, SERIES 2025B

Call Table: CALL

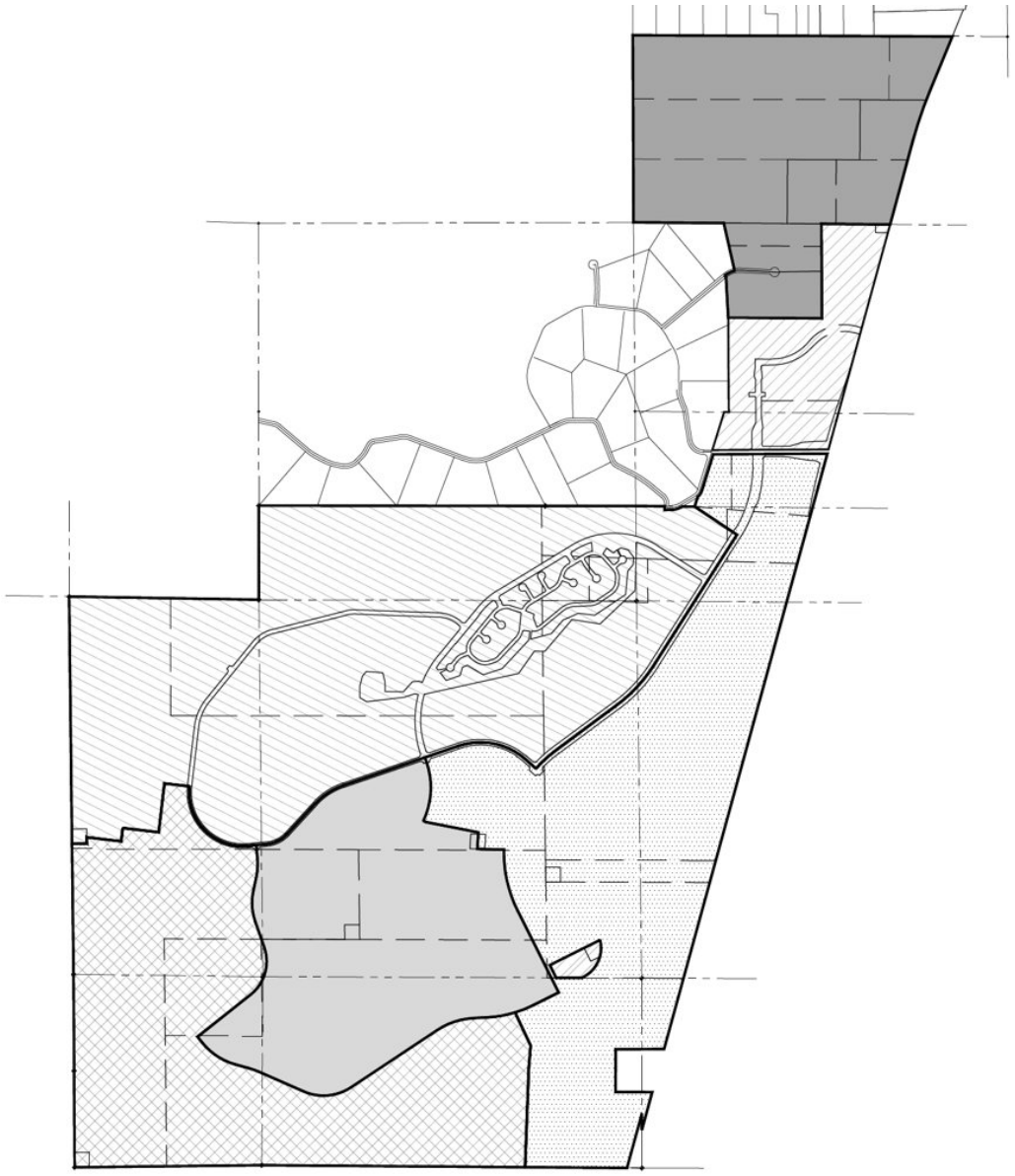
Call Date	*Call Price*
06/01/2026	103.00
06/01/2027	102.00
06/01/2028	101.00
06/01/2029	100.00

Dawson Trails Metropolitan District No. 1 - Review of Proposed Bond Issuance

July 15, 2025

Castle Rock Municipal Code Section 11.02.110

- Metro districts must submit proposed financings of district debt to the Town for review and comment
- Submittals shall include information and documents related to the proposed financing (e.g., interest rate, financing costs, mill levy amount)
- Districts must certify that the proposed financing is in compliance with the district service plan



LEGEND

- WESTFIELD METROPOLITAN DISTRICT #1
- WESTFIELD METROPOLITAN DISTRICT #2
- DAWSON RIDGE METROPOLITAN DISTRICT #1
- DAWSON RIDGE METROPOLITAN DISTRICT #2
- DAWSON RIDGE METROPOLITAN DISTRICT #3
- DAWSON RIDGE METROPOLITAN DISTRICT #4
- DAWSON RIDGE METROPOLITAN DISTRICT #5

District's Proposal

- Dawson Trails Metropolitan District No. 1 plans to issue its Subordinate Limited Tax General Obligation Bonds
- The approximate principal amount of the Bonds is $66,000,000, with an estimated interest rate of 9.25%, and a 30-year term
- The Bonds will allow the District to fund public improvements authorized by the District Service Plan

Service Plan Limits

- The District's Debt Limit is $1,062,390,000; with the proposed issuance there will be $854,743,112 of Debt Limit remaining
- The maximum interest rate for District bonds is 18% and the maximum maturity is 50 years; the proposed issuance is well within these limits
- The District's debt mill levy is 64.44 mills, subject to future assessed valuation adjustments; the District will not be exceeding this limit

Findings and Recommendation

- The District has certified that the proposed bond issuance is authorized by and in compliance with the District Service Plan
- Town Staff finds that the proposed bond issuance complies with the District Service Plan
- Town Staff recommends that the District be allowed to move forward with the bond issuance as proposed

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 9. **File #:** RES 2025-079

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager
Daniel Sailer, Director of Public Works

From: James Paral, Traffic Operations Engineer

Resolution Approving a Construction Contract with Lighthouse Transportation Group, LLC for the Prairie Hawk Drive and Limelight Avenue Traffic Signal Pole Installation Project (2025 Traffic Signal Construction) *[location: Prairie Hawk Drive at Low Meadow Blvd/Limelight Ave]*

Executive Summary

Each year the Transportation Planning and Traffic Engineering Division evaluates the need for a traffic signal at intersections through an engineering analysis. One traffic signal, located near the Meadows portion of Castle Rock is planned to begin construction in Summer of 2025. The location is:

- Prairie Hawk Drive at Low Meadow Blvd/Limelight Ave

The purpose of this memo is to request a recommendation of approval for the selected contractor, and the allocation of funds to complete the signalization of the intersection. Lighthouse Transportation Group (Lighthouse) provided the lowest construction bid at $564,813. Funding for the purchase of the equipment and for the completion of the installation on Prairie Hawk Drive at Low Meadow Blvd/Limelight Ave is included within the Traffic Signal Capital Improvement budget (Acc. No. 120-3175-431.75-26).

Our plan is to complete construction work by late Fall of 2025. With the signal pole and signal cabinet orders already in place, the remainder of the equipment and supplies will be furnished by the contractor awarded to construct the signal.

Discussion

The Town's goal for the Traffic Signal Capital Improvement Program is to identify locations that a traffic signal will improve operation efficiency and safety. Staff performs engineering evaluations at various intersections on an annual basis in order to make sure these goals are being achieved.

Through the use of the Federal Highway Administration's (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), staff uses this manual for guidance in determining if a signal is an appropriate means of traffic control at a given location.

Attachment A shows the location of the intersection set to be signalized as part of the 2025 construction project. The completed engineering evaluations show that a signal is recommended at this location. The total delay, overall efficiency, and safety will be improved all those accessing Prairie Hawk Drive at Low Meadow Blvd/Limelight Ave. The Town utilizes permanent signal installations with a mast arm style in most instances. This is the type of signal planned at this intersection.

Five bids were received for this project. The following shows the contractor bid results for clarity and illustration purposes.

Lighthouse Transportation Group:	$564,813
KECI Civil Inc.:	$598,630
Sturgeon Electric:	$607,923
Morton Electric:	$690,594
Dynalectric Company:	$747,372

The low bid was checked for accuracy, along with references, and documents reviewed for contract compliance. It is believed that all contractors that submitted a bid are fully competent to complete the work. Based on this, staff recommends awarding to Lighthouse Transportation Group based on their bid, and quality of work on past projects for the Town. Construction will be complete in the Fall of 2025.

Budget Impact

The amount requested for the construction contract with Lighthouse Transportation Group in the attached Resolution is $564,813. The amended 2025 Traffic Signal Capital Improvement budget (Acc. No. 120-3175-431.75-26) contains $2,554,590 for up to two potential traffic signal installations and signal system upgrades. In order to help reduce costs and speed up the installation schedule, signal poles and mast arms, as well as the traffic signal cabinet, were ordered in advance for this project. The remaining amount in this account for the project is $1,849,816. The total encumbrance amount tied to this account for the construction contract is $621,000. This total includes a contingency amount of $56,187 (10%). The construction of this traffic signal can be completed within the approved amended budget in this account.

Total Project Cost Breakdown

Construction Contract	$564,813
Staff managed contingency, 10%	$56,187
Project Total Encumbrance	$621,000

History of Past Town Council, Boards and Commissions

There was a presentation on July 7, 2025 to the Public Works Commission to obtain the Commission's recommendation to Town Council to approve a construction contract with Lighthouse

for the installation of a traffic signal at Prairie Hawk Drive and Low Meadow Boulevard. The Commission voted unanimously to recommend Town Council approve the contract.

Staff Recommendation

Staff recommends approving the Resolution to contract with Lighthouse Transportation Group for the completion of this 2025 traffic signal construction project.

Proposed Motion

"I move to approve the attached Resolution as introduced by title."

Alternative motions:
"I move to recommend that the Town Council approve the Resolution, with the following conditions: (list conditions)"

"I move to continue this item to another Town Council meeting on ____ to allow additional time to (list information needed)"

Attachments

Resolution
Attachment A: Traffic Signal Installation Location Map

RESOLUTION NO. 2025-079

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH LIGHTHOUSE TRANSPORTATION GROUP, LLC FOR THE PRAIRIE HAWK DRIVE AND LIMELIGHT AVENUE TRAFFIC SIGNAL POLE INSTALLATION PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has solicited bids for the Prairie Hawk Drive and Limelight Avenue Traffic Signal Pole Installation Project (the "Project"); and

WHEREAS, the Project selection team has determined that Lighthouse Transportation Group, LLC (the "Contractor") is best qualified to perform work for the Project; and

WHEREAS, subject to Town Council's approval, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide work for the Project (the "Construction Contract").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Approval**. The Construction Contract between the Town and the Contractor is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Construction Contract and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations under the Construction Contract, the Town Council authorizes the expenditure and payment in an amount not to exceed $564,813.00, plus a Town-managed contingency in the amount of $56,481.00, unless otherwise authorized in writing by the Town. The total authorized payment under the Construction Contract, including the contingency, is $621,294.00.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Daniel Sailer, Director of Public Works

TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Traffic Signal Pole Installation at Prairie Hawk Drive and Limelight Avenue – Public Works)

THIS CONSTRUCTION CONTRACT ("Contract") is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation ("Town"), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **LIGHTHOUSE TRANSPORTATION GROUP, LLC**, a Colorado limited liability company, 11861 Bradburn Boulevard, Westminster, Colorado 80031 ("Contractor").

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK. The Contractor shall execute the entire scope of work described in the Contract ("Work").

CONTRACT. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions, attached as ***Exhibit 1***
5. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:

Number	**Date**
1	n/a

7. Special Conditions of the Contract: n/a

8.	The following Specifications:	Colorado Department of Transportation ("CDOT") Standard Specifications for Road and Bridge Construction and Project Special Provisions CDOT M&S Standards Town of Castle Rock Public Works Details and Forms 2012 Town of Castle Rock Construction Methodology and Materials Manual 2019 Castle Rock Water Department Temporary Erosion and Sediment Control Manual Town of Castle Rock Transportation Design and Criteria Manual
9.	The following Drawings/Reports:	Town of Castle Rock Prairie Hawk Dr and Low Meadow Blvd/Limelight Ave – Traffic Signal for Bid Plans, dated May 29, 2025

10. Notice of Award;
11. Invitation to Bid;
12. Information and Instructions to Bidders;
13. Notice of Substantial Completion;
14. Notice of Construction Completion;
15. Proposal Forms, including Bid Schedules;
16. Performance, and Labor and Material Payment Bonds;
17. Performance Guarantee; and
18. Insurance Certificates.

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay $**564,813.00** ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as ***Exhibit 2***. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within ten (10) calendar days from the date of the Notice to Proceed, and must complete work within thirty (30) working days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of $1,400.00 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK
Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

With a copy to: Legal@crgov.com

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract as* ***Exhibit 3***.

RESPONSIBILITY FOR DAMAGE CLAIMS. See Article VI of the General Conditions.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation**

benefits and are solely responsible for federal and state income tax on money earned. This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

INTEGRATION. This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

AMERICANS WITH DISABILITIES ACT. Contractor agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act, the Architectural Barriers Act, and the Colorado Anti-Discrimination Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor shall indemnify the Town in accordance with the terms or this Agreement and, at the Town's option, shall re-vise, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance.

NO DISCRIMINATION IN EMPLOYMENT. The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Contractor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Contractor shall insert the foregoing provision in any subcontracts hereunder.

TITLE VI COMPLIANCE. To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

ADVERTISING AND PUBLIC DISCLOSURE. Contractor shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Town.

Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

VENUE, CHOICE OF LAW AND DISPUTES. Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

AUTHORITY. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Contractor and bind their respective entities. This Agreement is executed and made effective as provided above.

LICENSES/TAXES. Contractor affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Contractor shall be solely responsible for paying all applicable taxes associated with or rising out of this Agreement.

CONFIDENTIALITY. Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

ATTACHED EXHIBITS:
EXHIBIT 1 – TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT GENERAL CONDITIONS
EXHIBIT 2 – CONTRACTOR'S BID
EXHIBIT 3 – CONTRACTOR'S CERTIFICATE OF INSURANCE

Executed this _____ day of _____, 2025.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Sarah Jean Rodger, Assistant Town Attorney

Approved as to content:

_____
Daniel Sailer, Public Works Director

CONTRACTOR:

By: John Behan Digitally signed by John Behan DN: C=US, E=john.behan@lighthousetg.org, O=Lighthouse, CN=John Behan Date: 2025.07.10 16:04:19-06'00'

Its: General Manager

EXHIBIT 1

TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT GENERAL CONDITIONS

SCOPE: Since the General Conditions are general, some conditions may not apply to a particular Project.

Article 1--DEFINITIONS AND ABBREVIATIONS

1.1 Whenever used in the Bidding Documents and Contract Documents, the following terms shall have the following meanings, applicable to both the singular and plural:

1.1.1 **Addenda**: Written changes to the Bidding Documents issued at least two days before the Opening of Bids which modify or interpret the Contract or changes the date set for the Opening of Bids.

1.1.2 **Alternate Bid**: An Alternate Bid is an amount stated in the Bid added to or deducted from the base amount of the Bid when the Town accepts a corresponding change in project scope, materials or method of construction described in the Contract.

1.1.3 **Bid**: The proposal the Bidder submits on the prescribed Bid Forms stating the prices for the Work to be performed.

1.1.4 **Bid Forms**: The Bid Proposal, Bid Bond, Bid Schedule, Bidder's Qualifications and Data, Bidder's Officials Data, Non-Collusion Affidavit of Prime Bidder, and Subcontractors and Related Data.

1.1.5 **Bidder.** The person, partnership, or corporation submitting a Proposal for the performance of the Work covered by the Contract.

1.1.6 **Bidding Documents**: The Invitation to Bid, Bid Forms, Information and Instructions to Bidders, Specifications, Drawings, Sample Forms, Special and General Conditions and Addenda (if any).

1.1.7 **Bonds**: Bid Bonds, Performance, and Labor and Material Payment Bonds or other instruments of security, furnished by the Contractor and its Surety according to the Contract.

1.1.8 **Change Order**: A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion or revision in the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time, mutually agreed upon between the Town and the Contractor.

1.1.9 **Town**: The Town of Castle Rock, in the State of Colorado, acting by and through its Mayor, Town Council, Town Manager, or other authorized representative.

1.1.10 **Completion Date**: The date the Contract specifies the Work is to be completed.

1.1.11 **Contract**: The Construction Contract consisting of the Agreement for a Construction Contract and the incorporated Contract Documents.

1.1.12 **Contract Coordinator**: The authorized representative of the Town designated to act for the Town in processing the Award of Contracts, maintaining centralized official Contract documentation, providing administrative liaison/coordination, legal liaison/coordination via Town Attorney, and processing of Contract Payment authorizations as approved by the Project Manager.

1.1.13 **Contract Documents**: All the documents expressly incorporated into the Contract by the Agreement for Construction Contract, including but not limited to Addenda, Bid Forms, Change Orders, Town Project Final Acceptance, Drawings, General Conditions, Information and Instruction to Bidders, Insurance Certificates, Invitation to Bid, Notice of Award, Notice of Construction Completion, Notice to Proceed, Notice of Substantial Completion, Performance and Labor and Material Payment Bonds, Special Conditions, Supplemental Drawings and Schedules, and Technical Specifications.

1.1.14 **Contract Price**: The total monies payable to the Contractor under the terms and conditions of the Contract.

1.1.15 **Contract Time**: The number of days stated in the Contract for the completion of the Project.

1.1.16 **Contractor**: The person, company, firm or corporation contracting with the Town to construct, erect, alter, install or repair any work or construction project.

1.1.17 **Drawings**: The part of the Contract prepared or approved by the Project Manager showing the characteristics and scope of the Work to be performed.

1.1.18 **Date of Contract**: The execution date in the Agreement for a Construction Contract.

1.1.19 **Day**: In computing time in these Regulations, the time shall be computed by excluding the first and including the last day. If, however, the last day is a Saturday, Sunday or legal holiday, it shall be excluded and the time prescribed or allowed shall conclude on the next business day.

1.1.20 **Field Order**: A written order directing a change in the Project issued by the Project Manager to the Contractor during construction based on an emergent need and for no more than 5% of the Project Contingency, so long as within the Project Manager's signing authority. Field Orders shall be routed for appropriate Town-wide signatures within thirty days of execution of such Field Order for formal incorporation into the Contract.

1.1.21 **Inspector**: The Town's authorized representative assigned to make detailed inspection of the Work performed by the Contractor.

1.1.22 **Notice of Award**: The written notice of the acceptance of the Bid from the Town to the successful Bidder.

1.1.23 **Notice of Construction Completion**: The written acknowledgment that construction is complete which starts the warranty period.

1.1.24 **Notice of Final Acceptance**: The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.

1.1.25 **Notice to Proceed**: The written notice by the Town to the Contractor authorizing it to proceed with the Work which establishes the Contract commencement and Contract Coordinators.

1.1.26 **Notice of Substantial Completion**: The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.

1.1.27 **Owner.** The Town; see 1.1.9.

1.1.28 **Project**: The undertaking to be performed as provided in the Contract.

1.1.29 **Project Manager**: The authorized representative of the Town, known as the Project Manager, assigned to the Project to ensure that all Work is performed according to the terms and conditions of the Contract. Also see Article 10, "Project Manager's Responsibilities."

1.1.30 **Shop Drawings**: All Drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor which illustrate how specific portions of the Work will be fabricated or installed.

1.1.31 **Special Conditions**: Additions to the General Conditions containing instructions and conditions peculiar to an individual Project.

1.1.32 **Specifications**: A part of the Contract Documents consisting of written technical description of materials, equipment, construction systems, standards, and workmanship.

1.1.33 **Subcontractor**: Any person, company, firm or corporation, having a subcontract with the Contractor to furnish and perform on-site labor, with or without furnishing materials for the project.

1.1.34 **Supplier**: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.1.35 **Surety**: The entity which is bound with and for the Contractor for the Performance of the Work and for the Labor and Material Bond.

1.1.36 **Unit Price**: An amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract.

1.1.37 **Work**: The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may be the whole or a part of the Project.

1.2 **Abbreviations:** When the following abbreviations appear in the documents, they are defined as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
EPA	Environmental Protection Agency
MUTCD	Manual on Uniform Traffic Control Devices
OSHA	Occupational Safety & Health Administration
WW-P	Federal Specifications Prefix

Article 2--PRELIMINARY MATTERS

2.1 **Notice to Proceed:** Following the execution of the Contract by the Parties, the Project Manager will give the Contractor written Notice to Proceed with the Work. The Contractor shall begin and continue the Work regularly and without interruption (unless otherwise directed in writing by the Project Manager) with the force necessary to complete the Work within the time stated in the Contract.

2.2 **Contractor's Understanding:** The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract.

No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.

2.3 **Contractor's Warranty:** The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Work competently. The Contractor warrants the capacity of the Contractor's construction plant, personnel, and its ability to complete the Project within the allotted time.

2.4 **Contractor's License and Permits:** Contractor, or if applicable Subcontractor, shall be responsible for applying for, and obtaining all Town, County, State and/or Federal licenses and permits required to do the Work. Contractor will not be required to pay for Town permits, with the exception of the Temporary Grading, Erosion, and Sediment Control (TESC) permit. All TESC permit fees must be paid by Contractor or Subcontractor as a condition to issuance of such TESC Permit.

2.5 **Schedules, Reports, and Records**

2.5.1 Before beginning construction, the Contractor shall submit to the Project Manager a Construction Progress Schedule, on a form approved by the Project Manager, showing all Work the Contractor and all Subcontractors will perform. The Project Manager may require the Contractor to substitute a Critical Path Method schedule (CPM), or bar graph type schedule. The Special Conditions will state when a CPM network schedule is required.

2.5.2 The schedule shall be in enough detail for the Project Manager to readily determine the Work to be performed each day. When requested by the Project Manager, the Contractor shall update the schedule.

2.5.3 Before beginning construction, the Contractor shall give the Project Manager the dates it expects to submit Shop Drawings, manufacturers' details, catalog cuts or other required special detail Drawings and also the dates of beginning manufacture, testing, delivery and installation of special equipment and materials.

2.6 **Contractor's Address**: The address in the Bid Proposal is designated as the place to which all communications to the Contractor will be delivered or mailed. The delivery at the listed address, in person or by certified mail, of any notice, letter or other communication to the Contractor, is adequate service upon the Contractor, and the date of the service is the date of delivery.

2.7 **Notification of Utility Owners**

2.0.0 The Contractor shall cooperate with Utility Owners to mitigate damage whenever the Contractor's work affects their utilities.

2.0.1 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of

such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.

2.0.2 Contractor shall give notice of the commencement, extent, and duration of the excavation work at least two business days before beginning Work.

2.0.3 If the Project affects fences, landscaping, mailboxes, driveways and other improvements, the Contractor shall notify the affected property owners or occupants IN WRITING at least two business days before beginning Work. The Contractor shall cooperate with the owners or occupants to reduce inconvenience where reasonably possible.

2.8 **Department of Revenue Forms**

2.0.1 It is the responsibility of the Contractor to apply for a Colorado State Sales and Use Tax Exemption Certificate from the State Dept. of Revenue and to use it when purchasing materials or supplies in connection with the Project.

2.0.2 The Town's Tax Exemption Numbers are to be used only when obtaining the Contractor's own Tax Exemption Certificate for each specific Town project:

a. Federal Tax Exemption Number: 84-6000640
b. State of Colorado Tax Exemption Number: 98-05820-0000

Article 3--DRAWINGS AND SPECIFICATIONS

3.1 **Intent of Drawings and Specifications**

3.0.1 In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Work, ready for use, by the Town.

3.0.2 The Contractor shall complete all Work according to the Specifications and Plans, and in compliance with applicable laws of Colorado and ordinances of the Town.

3.0.3 In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades.

3.0.4 When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.

3.0.5 When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Project Manager is intended. Similarly, the words **approved, acceptable or satisfactory** shall refer to approval by the Project Manager.

3.0.6 The Contract Documents are intended to be complementary, and Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.

3.2 **Copies of Drawings and Specifications Furnished**: The Project Manager will furnish to the Contractor, free of charge, four copies of Drawings and Specifications of the Work. All additional copies will be furnished at reproduction costs.

3.3 **Discrepancies in Drawings**: Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission IN WRITING. Any Work done by the Contractor after discovery of such discrepancies, errors or omissions is done at the Contractor's risk. In all cases, the Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.

3.4 **Dimensions**: Figured dimensions shall govern over scaled dimensions.

3.5 **Drawings and Specifications at Job Site**: The Contractor shall keep one complete set of all Drawings and Specifications at the job-site, available to the Project Manager or the Manager's representative at all times.

3.6 **Shop Drawings**

3.6.1 The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions.

3.6.2 The Contractor shall submit for approval four reproducible copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Contract Plans but essential for a completely coordinated installation.

3.6.3 The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Contract Plans and Specifications, the proper dimensions, and the detailing of connections.

3.6.4 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents.

Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.

3.7 **Record Documents**: The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.

3.8 **Differing Site Conditions**

3.8.1 The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:

3.8.1.1 Subsurface or latent physical conditions at the job-site differing materially from those indicated in the Contract; or

3.8.1.2 Unknown physical conditions at the job-site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

3.8.2 Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 11 of these General Conditions.

3.8.2.1 No claim will be allowed under this Article unless the Contractor has given the written notice required in Article 3.8.1.

3.8.2.2 No claim will be allowed under this Article if Final Payment has been made.

3.9 **Surveys**

3.9.1 The Project Manager shall develop and arrange for all detail surveys necessary. The Contractor assumes full responsibility for construction according to the established lines and grades.

3.9.2 The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

Article 4--AVAILABILITY OF RIGHT-OF-WAY

4.1 **Acquisition of Right-of-Way**

4.1.1 Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Work to be performed pursuant to the Contract, unless otherwise mutually agreed.

4.1.2 The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Project Manager.

4.2 **Access to Right-of-Way**: The Town will provide right of access to all places necessary for the performance of the Work. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other Contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.

4.3 **State Highway Right-of-Way**: If any part of the Project is within the right-of-way of a roadway under the jurisdiction of the Colorado Division of Transportation (CDOT) the Town shall obtain the necessary permits from CDOT to perform such Work. Town, at its option may assign the responsibility to Contractor to obtain the necessary permits from CDOT to perform such Work. The Contractor shall conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeding, if necessary, at the completion of the Project.

4.4 **Temporary Storage Facilities**: The Contractor may secure at its own expense, and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

Article 5--BONDS AND INSURANCE

5.1 **Performance Bond and Labor and Material Payment Bond**: The Contractor shall, within ten days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Labor and Material Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these

Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

5.2 **Insurance**

5.0.6 The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract.

5.2.2 Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5.2.2.1. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

5.3 **Insurance Requirements**

5.3.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A-VII or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are

the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- Severability of interests or separation of insureds provision;
- Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- The underlying Agreement is an "insured contract" under the policy;
- Defense costs shall be outside the policy limits for liability coverage.

5.3.2 **Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as ***Exhibit* 3**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the Town's rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

5.3.3 **Additional Insureds:** For Commercial General Liability, Automobile Liability, Contractors Pollution Liability (if required) and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town as additional insured.

5.3.4 **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the Town its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town.

5.3.5 **Subcontractors and Subconsultants:** All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least $1,000,000 Commercial General Liability, Business

Automobile Liability insurance of $1,000,000 combined single limit, statutory Workers' Compensation coverage, and $1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the Town.

5.3.6 **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with minimum limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

5.3.7 **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each occurrence and $2,000,000 products and completed operations aggregate, and $2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.

5.3.8 **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

5.3.9 **Builder's Risk or Installation Floater:** Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The Town, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the Town.

5.3.10 **Contractor's Pollution Liability:** Contractor shall maintain minimum limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the Town.

5.3.11 **Additional Provisions:**

5.3.11.1 For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the Town, whichever is earlier

5.3.11.2 Contractor shall advise the Town in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

Article 6—INDEMNIFICATION

6.1 **Responsibility for Damage Claims**: The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it and the Town are adequately protected by public liability and property damage insurance.

6.1.1 The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the insurer of the Contractor fails to provide or pay for the defense of the Town of Castle Rock, its officers and employees, as additional insured, the Contractor agrees to pay for the cost of that defense.

6.1.2 Nothing in the **INSURANCE PROVISIONS** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

6.1.3 This indemnification obligation shall survive the expiration or termination of this Contract.

Article 7--CONTRACTOR'S RESPONSIBILITIES

7.1 **Control of the Work**

7.1.1 When the Contractor is not present on the Project it shall have a Superintendent or other representative acceptable to the Town present who shall, during the absence of the Contractor, be its representative and have immediate charge of the Project. The Superintendent or representative shall have the Contractor's authority to act in its absence.

7.1.2 Any person employed on the Project who fails, refuses or neglects to obey the Superintendent or Contractor's other designated representative, shall, upon the order of the Project Manager, be at once removed from the Project and not again employed on any part of the Project.

7.2 General Use of Subcontractors

7.2.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

7.2.2 The Contractor shall not sublet or subcontract any portion of the Work to be done under the Contract until approval of such action has been obtained from the Town.

7.2.3 The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them.

7.2.4 Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.

7.2.5 The Contractor shall put appropriate provisions in all Subcontracts relative to the Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor.

7.2.6 The Contractor shall make available to each proposed Subcontractor, before the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

7.3 Materials and Equipment Furnished by the Contractor

7.3.1 The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery and transportation. The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the plans, Specifications and

requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.

7.3.2 Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged.

7.3.3 Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.

7.3.4 The Contractor shall furnish the Project Manager, for the Manager's approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.

7.3.5 The Contractor shall give the Project Manager three copies of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed.

7.3.6 **Consideration of a product as an "equal" by the Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual product warranty time.** The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.

7.4 Patents and Copyrights

7.4.1 The Contractor shall provide a suitable legal agreement with the patentee giving the Contractor the right to use any design, device, material, or process covered by letters patent or copyright, in the construction of the Project when the use has not been specified or required by the Drawings and Specifications. The Contractor shall file a copy of this agreement with the Town, if requested. The Contractor and the Surety shall indemnify, defend and save harmless the Town from all claims for infringements on patented design, devices, material, process or any trademark or copyright during the prosecution or after the completion of the Project.

7.4.2 If any design, device, material, process or product of a particular manufacturer covered by letters patent or copyright is specified for use by the Drawings and Specifications, the Town is responsible for any claims for infringement by reason of the use of such design, device, material, process or product of a particular manufacturer; but the Contractor shall pay any royalties or license fees required.

7.5 Existing Utilities

7.5.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.

7.5.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.

7.6 Coordination with Utilities Departments

7.6.1 The Contractor shall always coordinate its Work with the Town of Castle Rock Utilities Department. If it becomes necessary to close portions of any water or sewer system due to construction operations, a minimum of 48 hours notification shall be given the Utilities Department and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.

7.6.2 All water from Town owned utilities required for the Project will be provided at the Contractor's expense.

7.7 Laws and Ordinances

7.7.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statues, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.

7.7.2 The Contractor shall obtain all other permits and licenses required in the prosecution of the Work.

7.7.3 IT IS UNLAWFUL AND UNETHICAL FOR ANY PERSON TO OFFER, GIVE OR AGREE TO GIVE ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE, OR FOR ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION OR PREPARATION OF ANY PART OF A PROGRAM REQUIREMENT OR A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PROCUREMENT STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING, DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY PROGRAM

REQUIREMENT OR A CONTRACT OR SUBCONTRACT, OR TO ANY SOLICITATION OR PROPOSAL THEREFOR.

7.7.4 IT IS UNLAWFUL AND UNETHICAL FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OF ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

7.8 Protection of Persons

7.8.1 The Contractor is responsible for the health and safety of each and every person on or at the Work site. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons from injury, death or loss. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.

7.8.2 Contractor shall prepare and implement a safety program complying with all of the requirements in this Section. Prior to the start of construction, Contractor shall provide the safety program to the Project Manager.

7.8.3 Prior to the start of construction, the Contractor shall provide the Project Manager with a statement signed by the Contractor's Superintendent that all Contractor Personnel have been or will be briefed on the Contractor's safety program prior to being allowed on the Work site.

7.8.4 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado or the Town of Castle Rock, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.

7.8.5 The Town shall have the right at any time to request a safety compliance review of the Contractor's and its Subcontractor's safety policies, practices, and procedures. The Contractor shall provide to the Project Manager a complete copy of any OSHA correspondence, report, warning, citation, directive or notice within twenty-four (24) hours after it is received. The Contractor shall also provide the Project Manager a copy of any Contractor replies to any OSHA correspondence, report, warning, citation, directive or notice. This submittal is for informational purposes only and shall not alter the Contractor's responsibilities for safety of the Work site.

7.8.6 The Contractor shall provide written notice of any report of injury on the Work site to the Project Manager within forty-eight (48) hours after Contractor becomes aware of same. In addition, the Contractor shall provide verbal notice of the injury to the Project Manager immediately following the report of the injury. Contractor shall thereafter provide a copy of any investigation into the injury and a written statement of resolution of the injury, which should include but is not limited to, the cause of the injury and remediation steps the Contractor will take to prevent another similar injury.

7.8.7 The Contractor shall employ at the Work site a responsible qualified person whose duties shall include the protection of persons and property and the administration of the Contractor's safety program. This person must have safety training, a working knowledge of safety requirements, and experience administering safety programs. The Contractor shall provide the Project Manager with this person's name prior to the start of construction.

7.8.8 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.

7.8.9 The Contractor shall provide all necessary protective devices and safety precautions. Such devices and precautions may include but are not limited to: posting of danger signs warning against hazards such as, but not limited to, hoists, well holes, elevator hatchways, scaffolding, openings, stairways, trip and fall hazards and falling materials; placement of warning flares; equipment back-up alarms; installation of barricades; promulgation and application of safety regulations and employment of safety personnel and guards. Signs will not be considered to be an adequate substitute for physical protective barriers. The costs of all protective devices and the planning and implementing of safety precautions are considered to be included in the Contract Amount.

7.8.10 This Section shall be interpreted in its broadest sense for the protection of persons and property, and no act or omission to act by the Town, its officers, employees or agents, or by any consultant shall relieve the Contractor of its obligations and duties hereunder.

7.9 Protection of Property

7.9.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.

7.9.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

7.10 **Protection of Historical Sites**: When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archeological significance, the Contractor shall temporarily discontinue the operations, and immediately advise the Project Manager. The Project Manager will contact archeological authorities to determine the disposition of the items in question. When directed, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and remove them for delivery to the custody of the proper authorities. Such excavation is considered, and paid for, as extra Work.

7.11 **Responsibility to Repair**

7.11.1 Should any existing property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.

7.11.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.

7.11.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

7.12 **Traffic Control**

7.12.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two-way traffic shall be maintained at all times in public roadways. At least 7 days before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan for review from the Public Works Department, with a copy to the Police Department. The approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name

and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Public Works Director.

7.12.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Public Works Director.

7.12.3 Whenever a police officer is necessary for traffic control, the Contractor shall hire and pay a uniformed off-duty police officer with authority in the Town to direct traffic. The police department will determine the rate of pay for the officers.

7.12.4 The Contractor shall make its Traffic Control plans in concurrence with the Town requirements.

7.13 Sanitary Regulations

7.13.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.

7.13.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.

7.13.3 At convenient places, the Contractor shall provide fly-proof outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted in any reservoir area and shall not be permitted where they may pollute a water supply.

7.14 Pollution Control

7.14.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract whether on right-of-way provided by the Town or elsewhere.

7.14.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Non-regulated solid wastes shall be disposed of by methods approved under applicable laws and regulations, including, the Resource Conservation and Recovery Act (RCRA), Subtitle D, as administered by Colorado and local Health

Departments and the EPA. Contaminated and hazardous materials are regulated by RCRA, Subtitles C and D. The Contractor shall notify the Colorado Department of Health, local Health Departments, and Town Fire Departments if suspect materials are encountered.

7.14.3 The Contractor shall utilize methods and devices that are reasonably available to control, prevent, and otherwise minimize atmospheric emissions or discharges of air contaminants including dust in its construction activities and operation of equipment.

7.14.4 **The Contractor shall not emit dust into the atmosphere during any operations,** *including but not limited to*: grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.

7.14.5 The Contractor may not operate equipment and vehicles with excessive emission of exhaust gases due to improper mechanical adjustments, or other inefficient operating conditions, until repairs or adjustments are made.

7.14.6 Burning trash, rubbish, trees, brush or other combustible construction materials is not permitted.

7.14.7 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means. Excavated materials may not be deposited or stored in or alongside lakes or water courses where they can be washed away by high water or storm runoff.

7.14.8 The Contractor may not allow waste water from aggregate processing, concrete batching or other construction operations to enter lakes, streams, water courses or other surface waters without turbidity control methods such as settling ponds, gravel-filter entrapment dikes, approved flocculation processes that are not harmful to fish, recirculation systems for washing of aggregates or other approved methods. Any waste waters discharged into surface waters shall conform to applicable discharge standards of the Colorado Department of Health and the Federal Government.

7.15 Cleaning Up and Restoration

7.15.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.

7.15.2 Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants,

buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.

7.15.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

Article 8--OTHER WORK

8.1 The Town reserves the right to award other Contracts in connection with the Project. The Contractor shall cooperate with and afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall coordinate its Work with theirs.

Article 9--TOWN'S RESPONSIBILITIES

9.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

Article 10--PROJECT MANAGER'S RESPONSIBILITIES

10.1 The Project Manager is designated by the Town to exercise all authority on its behalf under the Contract and to see that the Project is completed according to its terms and conditions. The Project Manager may assume exclusive control of the performance of the Contractor whenever such performance is located in or upon the Town's property. The Project Manager will furnish all explanations, directions, stakes or markers, and inspections necessary to carry out and complete the Project.

10.2 **Lines and Grades**

10.2.1 The Contractor shall survey and stake as needed to complete project.

10.2.2 The Project Manager may appoint a Surveyor who will furnish all lines and grades. The Contractor shall give assistance, as required by the Surveyor, to aid in the staking, including clearing, improving access, exploratory excavations, and suspending operations to permit the Surveyor to perform its Work.

10.2.3 The Contractor shall give notice to the Surveyor at least three full days before initial lines and grades are needed. Thereafter, the Contractor shall give the Surveyor notice at least one full day before additional line and grade stakes are needed. The Project Manager is not responsible for providing lines and grades until the Contractor meets this Article's notice requirements.

10.2.4 The Contractor shall preserve all stakes, bench marks, and any other survey points. If they are destroyed by the Contractor or its employees, the Contractor shall pay for their replacement.

10.3 **Inspection**

10.3.1 The Project Manager shall appoint Inspectors to inspect the Project. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.

10.3.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.

10.3.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by someone other than the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others does not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.

10.3.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material, and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.

10.3.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

10.4 **Stop Work Order**

10.4.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:

X Unsuitable weather;
X Faulty workmanship;
X Improper superintendence;
X Contractor's failure to carry out orders or to perform any provision of the Contract;
X Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
X Work being carried on in an unsafe manner.

10.4.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall

take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.

10.4.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

10.5 **Disputes**

10.5.1 If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten days after their receipt.

10.5.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation.

Article 11--CHANGES

11.1 **General**

11.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.

11.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:

X In the Specifications (including Drawings and designs);
X In the method or manner of the performance of the Work;
X In facilities, equipment, materials, services or site furnished by the Town; or
X Directing acceleration in the performance of the Work.

11.1.3 Any other written order or verbal order (which terms as used in this Article shall include direction, instruction, interpretation or determination) from the Project Manager, which causes the change, will be treated as a Change Order under this Article, provided that the Contractor gives the Project Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

11.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under this Article nor become entitled to an equitable

adjustment in the Contract Price or Performance Time, except as provided in this Article.

11.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.

11.1.6 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.

11.2 **Compliance with §24-91-103.6**: Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to **exceed** the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.

11.3 **Field Orders**: The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice within ten days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.

11.4 **Change Orders**

11.4.1 Changes in the Contract Price are authorized only by Change Orders. Changes in contract time may be made by Change Order or by other appropriate written authorization.

11.4.2 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:

X Unit Prices submitted in the Bid Schedule;
X Negotiated Unit Prices; and
X Negotiated lump sum.

11.5 **Extras and Force Account Work**

11.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items

named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.

11.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 11.5.3, shall be used.

11.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 11.5.4, 11.5.5 and 11.5.6. The allowance for overhead and profit will be according to the following schedule:

ACTUAL NECESSARY COST ALLOWANCE:

Labor	20 percent
Materials	15 percent
Equipment	10 percent

The Actual Necessary Cost for labor, materials, or equipment will be computed according to Sections 11.5.4, 11.5.5 and 11.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

11.5.4 Labor: The cost of labor used in performing the Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by

State and Federal laws including, but not limited to, compensation insurance, and social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.

11.5.5 Materials: The cost of materials used in performing the Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.

The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

11.5.6 Equipment: The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.5.4.

Individual pieces of equipment or tools having a replacement value of $100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

11.5.7 Equipment on the Work: The rental time to be paid for equipment on the Work is the time the equipment is in productive operation on the extra Work being performed.

11.5.8 Eliminating Items: The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the Work. Such action will not invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

Article 12--CONTRACT TIME

12.1 General

12.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten days from and including the date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.

12.1.2 The capacity of the Contractor's construction plant and force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

12.2 Delays

12.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.

12.2.2 **Non-excusable delay** is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

X Late submittal of Shop Drawings;
X Late procurement of materials or equipment;
X Insufficient personnel;
X Unqualified personnel;
X Inadequate coordination of Subcontractors or other contractors;
X Subcontractor delays;
X Late response to Town and Project Manager inquiries; or
X Construction not conforming to contract requirements making repeated re-working necessary.

12.2.3 **Excusable delay** is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

12.2.4 **Compensable delay** is one where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town-caused delays are:

X Late approval of Shop Drawings and samples;
X Delays in answers to field inquiries by the Contractor;
X Interference with the Contractor during construction;
X Town-caused schedule changes;
X Design changes; or
X Interference by other contractor's or the Town's forces.

12.2.5 Failure to Prosecute Work. If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence.

12.3 **Failure to Complete Work on Time--Liquidated Damages**

12.3.1 The Town may permit the Contractor to proceed if the Contractor fails to complete the Work on or before the original date set forth for or on or before the corrected. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.

12.3.2 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administrating the Contract or portions of it that are not completed on time, and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms, are impossible to measure.

12.3.3 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

Article 13--WARRANTY AND GUARANTEE: SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS

13.1 **Warranty and Guarantees**

13.1.1 The Contractor and its Surety are jointly responsible for maintenance and satisfactory operation of Work performed under the Contract for a period of one year following the Notice of Construction Completion or until warranty work is fully satisfied. They are responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety are liable for any failure resulting from the Town's neglect or improper operation of facilities or the act of a third party.

13.1.2 The obligations of 13.1.1 shall survive termination of the Contract under the provisions of Article 15.

13.2 **Samples and Testing**

13.2.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current Specifications of the American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager in collecting and forwarding required samples.

13.2.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.

13.2.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.

13.2.4 The Contractor will pay the cost of the initial test except when the Contract states otherwise. The Contractor will pay the costs for repeated tests due to failure of the initial test.

13.3 **Access to Work**

13.3.1 The Project Manager and the Manager's representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.

13.3.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel,

invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.

13.3.3 The Town may, at reasonable times, inspect the part of the plant, place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

13.4 **Defective Work and Materials**

13.4.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.

13.4.2 If the Contractor fails to replace rejected materials or Work within ten days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.

Article 14--PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 **General**

14.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Plans, Specifications or Special Provisions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.

14.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.

14.2 **Determination of Amounts and Quantities**: The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 13.3. The method of measurement of the Contract Bid Items will be as specified in the Special Conditions.

14.3 **Variations in Estimated Quantities**

14.3.1 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.

14.3.2 Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.

14.4 **Monthly Estimates--Partial Payments**

14.4.1 The Contractor shall prepare monthly partial estimates (monthly estimates) for all Work completed up to that time. The authorized Town representative(s) shall approve the monthly estimates before progress payments will be made. The format of the monthly estimates will be related to the format of the Bid Proposal.

14.4.2 14.0.7 In making such progress payments, subject to the exceptions in this Article, the Town will retain five percent of the total amount earned as indicated in the monthly estimate until the Project is substantially completed, provided, however, that at any time after the value of the completed Work equals or exceeds fifty percent of the face value of the Contract, the Town shall, if it finds that satisfactory progress is being made, retain the amount previously withheld but make the remaining partial payments in full. At no time may the amount retained exceed five percent of the total Contract Price.

14.4.3 Intentionally deleted.

14.4.4 If the Town finds that satisfactory progress is being made in all phases of the Contract, it may, upon written request by the Contractor, authorize payment from the withheld percentage. Before such payment is made, the Town shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any Surety furnishing Bonds for the Contract. The Contractor shall make partial payments of the amount due to each of its Subcontractors in the same manner as the Town is required to pay the Contractor under this Article, providing that the Subcontractor is satisfactorily performing under its Contract with the Contractor.

14.4.5 Monthly estimates may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly estimate, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and,

in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.

14.4.6 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:

14.4.6.1 Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;

14.4.6.2 Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;

14.4.6.3 A reasonable doubt that the Contract can be completed for the balance then unpaid;

* Evidence of damage to another Contractor or private property;
* Uncorrected defective Work or guarantees that have not been met;
* Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;
* Persistent failure to carry out the Work according to the Contract; or
* Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

14.4.7 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town assumes no obligation to make such disbursement. The Town will render to the Contractor a proper accounting of all funds disbursed under this paragraph.

14.5 Escrow Contract in Lieu of Retainage

14.5.1 When sums are withheld to assure satisfactory performance of any contract exceeding fifty thousand dollars, the Contractor may withdraw the whole or any portion of the withheld sums if the Contractor deposits acceptable securities with the Director of Finance to negotiate the acceptable securities and to receive the payments due the Town pursuant to law or the terms of the Contract. To the extent there are excess funds resulting from negotiation, the balance shall be returned to the Contractor. Acceptable securities which are deposited shall have a market value at least equal in value to the amount withdrawn at all times. If at any time the Town determines that the market value of the acceptable securities deposited has fallen below the amount withdrawn, the Director of Finance shall give notice to the Contractor, who shall deposit additional acceptable securities in an amount sufficient to re-establish a total deposit of securities equal in value to the amount withdrawn.

14.5.2 The Town may enter into an escrow contract or agreement with any national bank, state bank, trust company or savings and loan association located in this state and designated by the Contractor, after notice to the Surety, to provide an escrow agent for the custodial care and servicing of any obligations deposited with it pursuant to §24-91-106, C.R.S., as amended. Such services shall include the safekeeping of the obligations and the rendering of all services required to effectuate the purpose of §24-91-106 and §38-26-107, C.R.S., as amended.

14.5.3 The Town or any national bank, state bank, trust company or savings and loan association located in the state and designated by the Contractor to serve as custodian for the obligations pursuant to §24-91-106, C.R.S., as amended, shall collect all interest and income when due on the obligations deposited and shall pay them, when and as collected, to the Contractor who deposited the obligations. If the deposit is in the form of coupon Bonds the escrow agent shall deliver each coupon, as it matures, to the Contractor. The Contractor may not charge any expense incurred for this service to the Town.

14.5.4 Any amount deducted by the Town, pursuant to law or the terms of a Contract, from the retained payments otherwise due to the Contractor, will be deducted first from that portion of the retained payments for which no obligation has been substituted and then from the proceeds of any deposited obligation, in which case, the Contractor is entitled to receive the interest, coupons or income only from those obligations which remain on deposit after such amount has been deducted.

14.5.5 Provided that the Subcontractor has performed under its Contract with the Contractor, the Contractor shall disburse to each Subcontractor all retained payments and interest disbursed to the Contractor by the Town, in proportion to the respective amounts of retained payments, if any, which the Contractor has withheld from its Subcontractors.

14.5.6 The provisions of this Article do not apply if a part of the Contract Price is to be paid with funds from the federal government or from some other source and if the federal government or such other source has inconsistent requirements concerning retention or payment of funds applicable to the Contract.

14.5.7 If it becomes necessary for the Town to take over the completion of any Contract, all of the amount owed the Contractor, including the withheld percentage, shall first be applied toward the cost of completion of the Contract and any liquidated damages. Any balance remaining in the retained percentage shall be payable to the Contractor or the Contractor's creditors. Such retained percentage, as may be due any Contractor, shall be due and payable at the expiration of thirty days from the date of the Town Project Final Acceptance.

14.6 **Town's Right to Accept Portion of the Project**: The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.

14.7 **Substantial Completion**: When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Completion for the Project, or the date set in the Notice of Construction Completion for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.

14.8 **Construction Completion**: When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within five days after such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Completion. Notices of Construction Completion issued orally or without proper Town authorization are void.

14.9 **Claims Against the Contractor**

14.9.1 Intentionally deleted.

14.9.2 As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.

14.10 **Final Payment--Pursuant to Section 38-26-107, C.R.S., as Amended**

14.10.1 After the Notice of Construction Completion is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainage, may be made.

14.10.2 If any Subcontractor or Supplier files a claim before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, for Work done or

material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.

14.10.3 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.

14.10.4 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.

Article 15--CONTRACT TERMINATION

15.1 **Town's Right to Terminate Contract for Convenience**: The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.

15.2 **Town's Right to Terminate Contract for Default:** Project Manager, with the approval of the Town and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.

15.3 **Contractor's Right to Terminate Contract**

15.3.1 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.

15.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.

15.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

Article 16--EQUAL OPPORTUNITY

16.1 **General**: During the performance of the Contract, the Contractor agrees as follows:

16.1.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

16.1.2 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

Article 17--AUDIT

17.1 **Records and Reports**

17.1.1 The Contractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the Contract in which the Work is completed.

17.1.2 The Subcontractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the subcontract.

17.2 **Access**

17.2.1 The Contractor shall permit the Town and the Town's accountants to have access as stated in Article 13.3 and to the records kept per Article 17.2 for the purpose of making such financial audits, or verifications as the Town deems necessary or appropriate concerning the Contractor's performance under the Contract.

Article 18--MISCELLANEOUS

18.1 **Reservation of Right to Bar Persons from the Work and Site**: The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Town's Work site. This shall not be treated as a request for the employee's termination

but a request that the employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.

18.2 **Provisions Construed as to Fair Meaning.** The provisions of the Contract shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.

18.3 **Headings for Convenience**: All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of the Contract.

18.4 18.1 **No Implied Representations:** No representations, agreements, covenants, warranties, or certifications, express or implied, exist as between the parties, except as specifically set forth in the Contract.

18.5 **Financial Obligations of Town**: All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.

18.6 **Assignment/transference**: The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.

18.7 **Amendments.** The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.

18.8 **Waiver.** No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default.

18.9 **Governing Law.** The Contract is governed and to be construed according to the laws of the State of Colorado.

18.10 **Binding Contract.** The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Article 19--Davis-Bacon and Related Act Provisions

19.1 **Applicability.** This section is applicable to each contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 of 29 C.F.R.

19.2 **Minimum Wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4) of 29 C.F.R. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe

benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

19.3 **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, sponsor,

applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

19.4 **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the

contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii)The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

19.5 **Apprentices and trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not

be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

19.6 **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

19.7 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

19.8 **Compliance with Davis–Bacon and Related Act requirements.** All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

19.9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

19.10 **Certificate of eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

19.11 **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

19.12 **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

19.13 **Other.** Contractor shall comply with all applicable HUD forms which can be found at http://www.hudclips.org/cgi/index.cgi. The Forms applicable to this contract may include HUD-254, HUD-4010, HUD-5370, HUD-5370-EZ, and HUD-5370-C.

Article 20—Contract Work Hours and Safety Standards Act

20.1 **Applicability.** The clauses in this Article apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

20.2 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

20.3 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 20.2 of this Article the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 20.2 of this Article, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of

forty hours without payment of the overtime wages required by the clause set forth in 20.2 of this Article.

20.4 **Withholding for unpaid wages and liquidated damages.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

20.5 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 20.1-20.5 of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 20.1-20.5 of this Article.

20.6 **Other.** In addition to the clauses contained in Article 20, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1 of 29 C.R.F, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the contracting agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Article 21— COLORADO LABOR ON PUBLIC WORKS ACT

21.1 **Colorado Labor Preference.** In accordance with the requirements of the Colorado Labor on Public Works Act, Section 8-17-101, *et seq.*, C.R.S., Contractor shall ensure that Colorado labor shall be employed to perform at least 80% of the work. It shall be the sole responsibility of Contractor to ensure that Subcontractors comply with this requirement.

EXHIBIT 2

CONTRACTOR'S BID

Lighthouse

Project Proposal

Prairie Hawk Dr/Low Meadow Blvd/Limelight Ave

Quote # 25-265

Proposal by:

Jake Larson

Lighthouse
We'll light the way

DBE Certified - NAICS Code: 238210
Commitment: $ 311,638.70

11861 Bradburn Blvd, Westminster, CO 80031
(303) 390-0210 | estimating@lighthousetg.org

Project Name:

Prairie Hawk Dr/Low Meadow Blvd/Limelight Ave

Quote #: 25-265
Date: 06.25.2025
Description: Installation of new traffic signal

Quote

ID	DESCRIPTION	UNIT	QTY	PRICE	ESTIMATE
201-000	Clearing and Grubbing	LS	1	$ 3,700.00	$ 3,700.00
202-001	Removal of Concrete Median Cover Material	SY	1	$ 112.00	$ 112.00
202-002	Removal of Sidewalk	SY	183	$ 45.00	$ 8,235.00
202-002	Removal of Curb and Gutter	LF	280	$ 17.00	$ 4,760.00
202-002	Removal of Concrete Curb Ramp	SY	90	$ 50.00	$ 4,500.00
202-002	Removal of Asphalt Mat	SY	249	$ 39.00	$ 9,711.00
202-002	Removal of Asphalt Mat (Planing)	SY	81	$ 56.00	$ 4,536.00
202-002	Removal of Pavement Marking	SF	278	$ 4.00	$ 1,112.00
202-008	Removal of Ground Sign	EACH	3	$ 200.00	$ 600.00
203-015	Potholing	HOUR	32	$ 340.00	$ 10,880.00
207-007	Topsoil (Onsite)	CY	3	$ 60.00	$ 180.00
208-000	Sediment Control Log	LF	4	$ 25.00	$ 100.00
208-000	Aggregate Bag	LF	24	$ 25.00	$ 600.00
208-000	Pre-fabricated Concrete Washout Structure	EACH	1	$ 1,750.00	$ 1,750.00
208-000	Inlet Protection	EACH	6	$ 365.00	$ 2,190.00
208-000	Pre-fabricated Vehicle Tracking Pad	EACH	1	$ 3,500.00	$ 3,500.00
208-001	Sweeping (Sediment Removal)	HOUR	20	$ 235.00	$ 4,700.00
208-002	Erosion Control Management	LS	1	$ 4,500.00	$ 4,500.00
210-008	Reset Ground Sign	EACH	1	$ 200.00	$ 200.00
210-008	Reset Ground Sign	EACH	2	$ 200.00	$ 400.00
210-040	Adjust Valve Box	EACH	1	$ 1,250.00	$ 1,250.00
212-007	Seeding (Native) Broadcast	ACRE	0	$ 5,600.00	$ 112.00
212-012	Landscape Restoration	LS	1	$ 4,250.00	$ 4,250.00
213-000	Mulching (Weed Free Hay)	ACRE	0	$ 2,800.00	$ 56.00
213-000	Mulch Tackifier	LB	4	$ 17.00	$ 68.00
403-007	Hot Mix Asphalt (Patching) (Grade S) (75) (PG 64-22)	TON	46	$ 280.00	$ 12,880.00
503-000	Drilled Shaft (18 Inch)	LF	25	$ 225.00	$ 5,625.00
503-000	Drilled Shaft (36 Inch)	LF	26	$ 700.00	$ 18,200.00
503-000	Drilled Shaft (42 Inch)	LF	34	$ 785.00	$ 26,690.00
608-000	Concrete Sidewalk (6 inch)	SY	199	$ 107.00	$ 21,293.00
608-000	Concrete Curb Ramp	SY	204	$ 154.00	$ 31,416.00
609-210	Curb and Gutter (Type VC1)	LF	261	$ 48.00	$ 12,528.00
609-210	Curb and Gutter (Type VC2)	LF	168	$ 55.00	$ 9,240.00
613-001	1-1/4 Inch Electrical Conduit	LF	68	$ 19.00	$ 1,292.00
613-002	2 Inch Electrical Conduit	LF	61	$ 22.00	$ 1,342.00
613-002	2 Inch Electrical Conduit (Bored)	LF	317	$ 27.00	$ 8,559.00
613-003	3 Inch Electrical Conduit	LF	218	$ 26.00	$ 5,668.00
613-003	3 Inch Electrical Conduit (Bored)	LF	635	$ 29.00	$ 18,415.00
613-070	Type Four Pull Box (24" X 36" X 24")	EACH	7	$ 2,615.00	$ 18,305.00
613-070	Type Five Pull Box (30" X 48" X 24")	EACH	1	$ 3,510.00	$ 3,510.00
613-100	Wiring	L S	1	$ 21,350.00	$ 21,350.00
613-130	Luminaire (LED) (5400 Lumens)	EACH	4	$ 780.00	$ 3,120.00

613-400 Concrete Foundation Pad	EACH	2	$	3,215.00	$	6,430.00
613-501 Meter Power Pedestal	EACH	1	$	10,610.00	$	10,610.00
614-000 Sign Panel (Class I)	SF	139	$	38.00	$	5,282.00
614-000 Sign Panel (Special)	EACH	8	$	456.00	$	3,648.00
614-002 Steel Signpost (2x2 Inch Tubing)	LF	13	$	50.00	$	650.00
614-701 Pedestrian Signal Face (16) (Countdown)	EACH	8	$	725.00	$	5,800.00
614-703 Traffic Signal Face (12-12-12)	EACH	13	$	935.00	$	12,155.00
614-704 Traffic Signal Face (12-12-12-12)	EACH	5	$	1,185.00	$	5,925.00
614-728 Pedestrian Push Button (Audible)	EACH	7	$	1,735.00	$	12,145.00
614-728 Pedestrian Push Button Post Assembly (Audible)	EACH	1	$	3,350.00	$	3,350.00
614-728 Fire Preemption Unit	EACH	2	$	4,000.00	$	8,000.00
614-728 Traffic Signal Vehicle Detector System (Install Only)	EACH	1	$	4,150.00	$	4,150.00
614-758 Traffic Signal Controller Cabinet (Install Only)	EACH	1	$	8,800.00	$	8,800.00
614-810 Traffic Signal Pole Steel (1 Mast Arm) (Install Only)	EACH	4	$	4,900.00	$	19,600.00
614-844 Traffic Signal Pedestal Pole Steel (Install Only)	EACH	5	$	1,450.00	$	7,250.00
614-868 Uninterrupted Power Supply	EACH	1	$	14,575.00	$	14,575.00
614-873 Closed Circuit Television (Install Only)	EACH	1	$	1,225.00	$	1,225.00
614-874 Fiber Optic Cable (Single Mode) (60 Strands)	LF	1050	$	20.00	$	21,000.00
620-000 Sanitary Facility	EACH	1	$	596.00	$	596.00
625-000 Construction Surveying	LS	1	$	7,530.00	$	7,530.00
626-000 Mobilization (General)	LS	1	$	36,562.00	$	36,562.00
627-000 Epoxy Pavement Marking	GAL	2	$	250.00	$	500.00
627-000 Preformed Thermoplastic Pavement Marking	SF	1123	$	15.00	$	16,845.00
630-000 Traffic Control	LS	1	$	34,500.00	$	34,500.00
720-000 Materials Sampling and Testing	LS	1	$	6,250.00	$	6,250.00
FA FA - Utilities + Install Electrical Service	FA	1	$	10,000.00	$	10,000.00
FA FA - Minor Contract Revisions	FA	1	$	10,000.00	$	10,000.00

Exclusions:

P&P Bond

Total: $ 564,813.00

Qualifications:

Key:

+ = Long Lead Time Item (> 8 weeks)

***** = For Lighthouse Work Only (Quantity may be adjusted)

Owner Approval: _____

EXHIBIT 3

CONTRACTOR'S CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Colorado 1705 17th Street, Suite 100 Denver CO 80202	**CONTACT NAME:** IMA Construction Team **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** constructioncerts@imacorp.com
INSURED LIGHTRA-01 Lighthouse Transportation Group, LLC 11861 Bradburn Blvd. Westminster CO 80031	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Berkley Assurance Company — 39462 **INSURER B :** Zurich Insurance Company Limited **INSURER C :** Zurich American Insurance Company — 16535 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1857431950 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO442620101	4/29/2025	4/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP430610001	4/29/2025	4/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			SXS442620301	4/29/2025	4/29/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability			PCXB50276770425	4/29/2025	4/29/2026	Each Claim Aggregate Deductible	$1,000,000 $1,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Automobile Physical Damage Coverage: Policy #BAP430610001
Effective Dates 4/29/2025-4/29/2026 Insurer: Zurich American Insurance Company
$1,000 Comprehensive Deductible; $1,000 Collision Deductible

Pollution Liability Coverage: Policy #PCXB50276770425
Effective Dates 4/29/2025-4/29/2026 Insurer: Berkley Assurance Company
$1,000,000 Aggregate; $1,000,000 Occurrence, $10,000 Deductible

See Attached...

CERTIFICATE HOLDER

Town of Castle Rock
100 N. Wilcox Street
Castle Rock CO 80104

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Vinson

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AGENCY CUSTOMER ID: LIGHTRA-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
IMA, Inc. - Colorado	Lighthouse Transportation Group, LLC 11861 Bradburn Blvd. Westminster CO 80031
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Leased & Rented Equipment Coverage: Policy #IH4J08842104
Effective Dates: 4/29/2025-4/29/2026 Insurer: The Hanover Insurance Company
$250,000 Limit; $1,000 Deductible; Replacement Cost

Installation Floater Coverage: Policy #IH4J08842104
Effective Dates: 4/29/2025-4/29/2026 Insurer: The Hanover Insurance Company
$1,000,000 Limit; $5,000 Deductible; $1,000,000 Temporary Storage/ $1,000,000 Transit Limit

Contractors Equipment Coverage: Policy #IH4J08842104
Effective Dates: 4/29/2025-4/29/2026 Insurer: The Hanover Insurance Company
$334,878 Scheduled Contractors Equipment; $1,000 Deductible Per Occurrence

RE: Lighthouse Job #: 25-264.
The Town of Castle Rock is included as Additional Insured on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

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PROPOSED TRAFFIC SIGNAL - PRAIRIE HAWK DR AND LOW MEADOW BLVD

Attachment A

Map Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

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 to the public the Town of Castle Rock assumes no liability for its use or accuracy. For questions or comments regarding omissions, corrections, or updates please visit CRgov.com/directory for contact information.

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0 125 250 500 Feet

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 10. **File #:** RES 2025-080

To: Honorable Mayor and Members of Town Council

From: Jeff Brauer, Director of Parks and Recreation

Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Approving a Purchase Agreement with Watertronics, LLC for the Red Hawk Ridge Golf Course Pump Station Renovation Project

Executive Summary

The Parks and Recreation Department seeks Town Council approval of a Resolution Waiving Formal Written Bidding Requirement on the Basis of Sole Source and Approving a Purchase Agreement with Watertronics LLC for the Pump Station Renovation Project at Red Hawk Ridge Golf Course. The golf course has been in operation since 1998 and is preparing for its first full irrigation system replacement, planned for 2030. Upgrading the pump station now is a critical first step in this process and ensures seamless integration with the future renovation.

Discussion

The pump station renovation project was identified as a key goal in the Red Hawk's 5-year capital improvement plan and is critical to maintaining course conditions, optimizing water usage, and aligning with sustainability and operational goals. Red Hawk Ridge Golf Course has been in continuous operation since its opening in 1998 and remains one of the Town's most valued recreational amenities. Since its inception, the original irrigation system has remained in use with only minor repairs and routine maintenance. The upcoming full irrigation system renovation, planned for 2030, will mark the first complete replacement of the system since the course was built.

As a key preliminary step, this irrigation pump station renovation is essential to modernizing the infrastructure and ensuring compatibility with the future system. Installing a new, high-efficiency pump station now allows for seamless integration with the eventual 2030 upgrades, minimizes long-term disruptions to course operations, and ensures Red Hawk Ridge continues to meet environmental, efficiency, and customer service standards.

Staff recommends sole sourcing Watertronics for this project based on product uniqueness, integration with existing equipment, and the vendor's proven value and dominance in the market. Watertronics is the recognized leader in golf course pumping systems across Colorado and nationally. Their customized, factory-tested systems are specifically engineered for long-term

performance and compatibility with central irrigation controls. The proposed system includes advanced remote management capabilities, energy-efficient components, and unmatched support through their national Pump Service Network.

The proposed system for the golf course is a custom-engineered vertical turbine (VT) pump station, designed to deliver 1,650 gallons per minute at 135 PSI, matching the course's precise irrigation demands. It includes three 60HP main pumps and a 5HP sustain pump, offering scalable flow and high-efficiency performance. The station is prepackaged with reinforced 3/8" steel base skid construction and a corrosion-resistant three-layer epoxy-coated finish.

Components include:

- EBV (Electronic Butterfly Valves) that provide 100% backup pressure regulation if a Variable Frequency Drive (VFD) fails, protecting the system from surges or downtime.
- VirtualVision 4 Controls with a color touchscreen interface to monitor alarms, manage sequencing, and track water usage in real time.
- WaterVision® 2.0 cloud telemetry, allowing full remote access and control from mobile devices, complete with diagnostics, reports, and alarm alerts.
- A UL-listed, factory-tested skid-mounted unit, ensuring performance under site-specific conditions prior to delivery-dramatically reducing the need for on-site troubleshooting or delays.
- A maintenance-free mechanical seal system that eliminates the need for packing adjustments, helping prevent corrosion and extend equipment life.
- A fully integrated electromagnetic flow meter and dual-port air release system to ensure optimal pressure management and complete air purging.
- A Watertronics EZ Feed 2-80A chemical injection system shall be provided. The system shall include two metering pumps controlled by one motor and separate variable frequency drive capable of accurately injecting two different liquid chemical fertilizer products up to 80GPH each and at proportional rate to the station flow. All components and fittings shall be corrosion resistant for low maintenance and long life. The system shall be fully integrated with the pump system logic and be programmable though the pump station main touch screen display.
- Importantly, Watertronics includes full dynamic flow, vibration, and pump performance testing before shipment, which guarantees it will operate precisely as designed upon installation.

Watertronics' unmatched service model also played a key role in this selection. Their Pump Service Network (PSN) is the largest in the country, offering 24/7 factory-based support, 200+ certified field technicians, and local expertise throughout Colorado. Their track record includes installations at Castle Pines Golf Club, Flatirons Golf Course (Boulder), Broken Tee (Englewood), Wellshire (Denver), and dozens of others, reflecting their dominance in this regional market.

By selecting Watertronics through a sole source procurement, the Town is investing in proven, high-performance infrastructure that will reduce lifecycle costs, minimize operational disruption, and support the long-term success of the golf course. Watertronics, an industry leader with more than 14,000 installations worldwide, is uniquely qualified to provide this system due to its specialized engineering, proprietary technology, and proven performance across dozens of Colorado golf courses. This solution represents a best-in-class infrastructure upgrade aligned with Red Hawk

Ridge's reputation for quality and excellence.

Project timing for the pump station replacement is largely dependent on equipment lead time. Shipment of the new pump station is estimated to occur approximately 24-25 weeks after receipt of the signed contract and final drawing approval. A firm delivery date will be confirmed and communicated within five business days of receiving all final details and documentation. Based on this timeline, staff anticipate initiating on-site renovation work this winter to align with the expected delivery schedule and minimize operational disruptions. Additional contract work will be necessary to support the removal of the existing pump station and provide related installation services, including setup, crane operation, and demolition. Further work will also be required for associated electrical components, roofing, and a shed enclosure.

Budget Impact

The Red Hawk Ridge Golf Course Pump Station Renovation Project was approved in the division's 5 -year Capital Improvement Plan and will be charged to account number 214-5375-453.70-10 - Site Improvements.

The base cost of the agreement with Watertronics is $429,709. A 10% Town-managed contingency brings the total approved amount to $472,679. Additional project-related costs bring the total estimated project cost to $627,622.40.

Category	***Amount***
Watertronics base contract	$429,709.00
Town-Managed contingency (10%)	$42,970
Subtotal (Watertronics contract total)	**$472,679**
Additional Project Costs	
Demolition/installation (Rocky Mountain Pump and Controls)	$31,900.00
Electrical (NEC, Inc.)	$59,719.00
Injection system (direct purchase order)	$23,224.40
Roofing (Golden Roofing)	$12,100.00
Drywall repair allowance	$6,000.00
Shed enclosure	$10,000.00
Project allowance	$10,000.00
Town permit fees	$2,000.00
Total project cost	**$627,622.40**

Staff Recommendation

Staff recommend approving the resolution as presented.

Proposed Motion

"I move to approve the resolution as introduced by title."

Alternate Motions

“I move to approve the resolution, with the following conditions:” (list conditions)

“I move to continue this item to the Town Council meeting on [date], at [time].”

Attachments

Resolution
Sole Source Justification Form
Purchase Agreement

RESOLUTION NO. 2025-080

A RESOLUTION WAIVING THE FORMAL WRITTEN BIDDING REQUIREMENT ON THE BASIS OF SOLE SOURCE AND APPROVING A PURCHASE AGREEMENT WITH WATERTRONICS, LLC FOR THE RED HAWK RIDGE GOLF COURSE PUMP STATION RENOVATION PROJECT

WHEREAS, the Town of Castle Rock, Colorado (the "Town") has identified the need to purchase equipment for the Red Hawk Ridge Golf Course Pump Station Renovation Project (the "Project"); and

WHEREAS, the Town has determined that Watertronics, LLC (the "Vendor") is best suited to provide the equipment for the Project as the product is of a unique nature and allows for standardization with existing equipment; and

WHEREAS, under the Town Purchasing Policies and Procedures, the requirement for formal written sealed bids may be waived where only one known source exists, only one single supplier can fulfill the requirements, the service is of a unique nature, the service allows for standardization with existing equipment, or the Town currently has a contract in place with a contractor for similar work ("sole source"); and

WHEREAS, according to Section 3.02.060.A.4 of the Castle Rock Municipal Code, Town Council has the authority to waive the requirement for formal written sealed bids on the basis of sole source for the procurement of work or services in excess of $250,000; and

WHEREAS, Town Staff recommends Town Council waive the formal written sealed bids requirement on the basis of sole source for the procurement of this unique equipment; and

WHEREAS, should Town Council approve the sole source with the Vendor, the Town and the Vendor have agreed to the terms and conditions by which the Vendor will provide the equipment for the Project (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Sole Source Approval**. The sole source justification form is hereby approved in the same form as presented at tonight's meeting.

Section 2. **Agreement Approval**. The Agreement between the Town and the Vendor is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 3. **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment in an amount not to exceed $429,709.00, plus a Town-managed contingency in the amount of $42,970.00, unless otherwise authorized in writing by the Town. The total authorized payment under the Agreement, including the contingency, is $472,679.00.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

Approved as to content:

Jeff Brauer, Director of Parks & Recreation

Docusign Envelope ID: 58618E27-E3EE-4B91-979C-C38EFEBD4EEB

TOWN OF CASTLE ROCK COLORADO	**SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM**	**Approval Date** 1/1/2018
	DIVISION AND POLICY NUMBER **PURCHASING**	**Revision Date** 9/16/2022

COMMODITY OR SERVICE Pump Station Renovation Project for Red Hawk Ridge Golf Course

VENDOR Watertronics LLC

AMOUNT OF PURCHASE $ 429,709 + 10% Town Managed Contingency $42,970 = $472,679

REQUESTORS NAME Jon Holland, Golf Maintenance Superintendent

DEPARTMENT Parks and Recreation Department

DEPARTMENT DIRECTOR's Approval DS JB

FINANCE DEPARTMENT's Approval DS TM

TOWN MANAGER's (or Designee) Approval Initial DC

TOWN COUNCIL's Approval, when necessary

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.	☐
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.	☒
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	☐
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.	☐

Docusign Envelope ID: 58618E27-E3EE-4B91-979C-C38EFEBD4EEB

Per Municipal Code 3.02.060:

Purchases over one thousand dollars ($1,000.00) and up to and including five thousand dollars ($5,000.00) require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over five thousand dollars ($5,000.00) and up to seventy-five thousand dollars ($75,000.00) require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over seventy-five thousand dollars ($75,000.00) require formal written sealed bids unless waived by the Town Manager for purchases up to and including two hundred fifty thousand dollars ($250,000.00) or by Town Council for purchases over two hundred fifty thousand dollars ($250,000.00) on the basis of sole source, emergency or unresponsive bidders.

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

The pump station renovation is a priority in Red Hawk's 5-year capital plan, essential for maintaining course quality, improving water efficiency, and supporting sustainability goals. Staff recommends sole sourcing Watertronics due to its proven performance, seamless integration with existing systems, and market leadership. Watertronics is the recognized standard for golf course pump stations in Colorado, with installations at premier facilities including Castle Pines, Flatirons, and Broken Tee. Their systems are factory-tested, engineered for longevity, and compatible with central irrigation controls. The proposed upgrade includes advanced remote management, energy-efficient components, and ongoing support through their national Pump Service Network. With over 14,000 installations worldwide, Watertronics brings unmatched experience and reliability. Choosing Watertronics ensures a high-performance, low-maintenance solution that will reduce lifecycle costs, minimize downtime, and reinforce Red Hawk Ridge's reputation for excellence.

TOWN OF CASTLE ROCK
PURCHASE AGREEMENT
(Red Hawk Ridge Golf Course Pump Station Renovation Project – Parks & Recreation)

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (the "Town").

WATERTRONICS, LLC, a Wisconsin corporation, 525 East Industrial Drive, Hartland, Wisconsin 53029 ("Vendor").

RECITALS:

I. The Town may authorize a Sole Source purchase if: (1) the product 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; (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; or (3) the Town currently has a contract in place with a vendor for like products or services.

II. The Town engaged Vendor pursuant to its Sole Source policy.

TERMS:

1. **Scope of Services.** Vendor shall provide the Goods as described in ***Exhibit 1*** ("Goods"). Vendor shall provide the Goods consistent with the standards and practices of the profession.

2. **Total Obligation.** The Town's total obligation to Vendor under this Agreement for the Goods shall not exceed **$429,709.00**, unless authorized in writing by the Town.

3. **Payment.** A production deposit of fifty (50) percent of the total contract amount of $214,854.50 will be invoiced to the Town upon receipt of the fully executed Agreement. The remaining balance will be due within thirty (30) days of the date of delivery and/or acceptance of the goods by Town. The Town may withhold payment in whole, or in part for the Goods found by the Town to be defective, untimely, unsatisfactory, or otherwise not conforming to this Agreement, not in conformance with all applicable federal, state, and local laws, ordinances, rules and regulations, or if Vendor is in default of the Inspection and Warranty section, below. Subject to the foregoing, the Town shall remit payment, whether in whole or in part within thirty (30) days' receipt of such invoice.

4. **Completion.** Vendor shall deliver the Goods as soon as possible, but in any event, no later than **January 31, 2026**. Vendor shall devote adequate resources to assure timely delivery of the Goods in accordance with the standards specified in this Agreement. Vendor shall use a standard of care, skill and diligence ordinarily used by reputable professionals performing under circumstances similar to those required by this Agreement.

Town shall have the right to terminate this Agreement at any time with 10 days' written notice to Vendor. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination. The continuance of this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the continuance of the Agreement, the

Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

5. **Inspection and Warranty.** Town reserves the right to inspect the Goods provided under this Agreement at all reasonable times and places during the term of this Agreement. Alternatively, the Town may refuse the Goods and cancel all or any part of this Agreement if Vendor fails to deliver all or any part of the Goods in accordance with the terms and conditions of this Agreement. Failure by the Town to inspect and test the Goods shall not relieve Vendor of such responsibility. Any acceptance by the Town shall not be deemed a waiver or settlement of any defect or nonconformity in such Goods. If Town elects to accept nonconforming or defective Goods, Town, in addition to its other remedies, shall be entitled to deduct a reasonable amount for the price thereof to compensate Town for the nonconformity or defect.

Vendor expressly warrants that all materials, goods and/or equipment furnished under this Agreement shall be free from defects in materials or workmanship and will function in a failure-free manner for a period of one (1) year from the date of delivery or installation. Vendor shall, at its option, repair or replace any material and/or equipment that fails to satisfy this warranty during the warranty period. Additionally, Vendor agrees to assign to the Town all written manufacturer warranties relating to the supplies and to deliver such written warranties to the Town.

6. **Risk of Loss.** With respect to any equipment provided under this Agreement, risk of loss shall not pass to the Town until such equipment has been received and accepted by the Town, pursuant to the Inspection and Warranty section above, at the destination specified by the Town. Vendor assumes full responsibility for packing, crating, marking, transporting and liability for loss or damage in transit, notwithstanding any agreement by the Town to pay freight, express or other transportation charges.

7. **Assignment.** This Agreement shall not be assigned by Vendor without the written consent of the Town.

8. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

9. **Colorado Governmental Immunity Act.** The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

10. **Indemnification.** Vendor expressly agrees to indemnify, defend and hold harmless Town or any of its officers, agents or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Vendor or any of their employees or agents pursuant to this Agreement. In the event that any such suit or action is brought against

Town, Town will give notice within ten (10) days thereof to Vendor. These defense and indemnification obligations shall survive the expiration or termination of this Agreement.

11. **Delays.** Any delays in or failure of performance by any party of the obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

12. **Additional Documents & Entire Agreement.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

13. **Default and Remedies.** In the event either party should default in performance of its obligations under this agreement, and such default shall remain uncured for more than ten (10) days after notice of default is given to the defaulting party, the non-defaulting party shall be entitled to pursue any and all legal remedies (subject to the following limitations on damages) and recover its reasonable attorney's fees and costs in such legal action. No party will be entitled to lost profits or incidental, consequential, punitive or exemplary damages in the event of a default.

14. **Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

15. **Venue, Choice of Law and Disputes.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

16. **Independent Contractor.** Vendor and the Town hereby represent that Vendor is an independent contractor for all purposes hereunder. Vendor represents and warrants that they are free from the Town's direction and control in the performance of their work or services and that they have an independent business doing the specific type of work or services which are the subject of this Agreement. More specifically, Vendor represents and warrants that the Town does not control what work or services they will perform or the manner in which such work or services will be performed. As such, Vendor is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Vendor shall not create any indebtedness on behalf of the Town.

17. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Vendor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

18. **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed to constitute one and the same instrument. Each of the parties hereto shall be entitled to rely upon a counterpart of the instrument executed by the other party and sent by electronic mail. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed,

and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

19. **Priority of Provisions.** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control: (1) this Agreement; and (2) Exhibit containing the description of Goods.

ATTACHED EXHIBITS:
EXHIBIT 1 – DESCRIPTION OF GOODS

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Stacey Song, Assistant Town Attorney

Approved as to content:

_____
Jeff Brauer, Director of Parks & Recreation

VENDOR:

WATERTRONICS, LLC

By: CHIP CARLSON
(Print Name)

(Signature)

Its: PRESIDENT
(Title)

EXHIBIT 1

DESCRIPTION OF GOODS

Vendor shall provide the following equipment to the Town at the rates noted below. **In no event shall payment to Vendor under this Agreement exceed $429,709.00, unless authorized in writing by Town.**

Delivery and Setup:

(1) Vendor will not be liable for delays in delivery; provided, however, that all reasonable efforts will be made by Vendor to minimize such delays.
(2) If Town requests pump station components be shipped separately from the station, the Town will be responsible for any additional freight charges that may apply.
(3) Town will responsible for having the job site readily accessible for station delivery via flatbed truck.
(4) Station setup charges include one day on site. If more than one day is required, additional charges of $950.00 per day will be assessed if the Town caused the delay. Travel time is not included if separate service call is required.
(5) Freight damage must be written on shipping documents with copies going to the carrier and Vendor; Vendor will require pictures of damage caused by the carrier.
(6) Missing equipment from the Bill of Materials (BOM) must be identified within 2 weeks of delivery.
(7) The Town shall be responsible for the following:
    a. Electrical permit, if required;
    b. Primary electrical hookup to pump station;
    c. Making all piping connections;
    d. Building modifications (roof removal & installation), if required;
    e. Wet well, slab and concrete work; and
    f. Piping wye strainer / filter flush line back to supply lake.

Start-Up

(1) Town is responsible to guarantee the following before station calibration can be performed:
    a. Permanent utility power is available and installed on pump station disconnect;
    b. Adequate water supply to operate station to full capacity; and
    c. Installed irrigation system to operate station to full capacity.
(2) Town will notify Vendor two weeks in advance of the desired start-up date.

Power Supply

(1) The pump station proposed is designed for 480/277 volt, WYE configured 3 phase power. The acceptable range of voltage is 455 volts (min) – 495 volts (max). Unless specifically stated, Optional Equipment, open delta, phase converter, or other forms of unbalanced three phase power are not acceptable.
(2) If the supply voltage is not within this acceptable range, the Town is responsible for making the necessary corrections. This may include re-tapping or replacing the primary transformer. If the supply voltage is outside the stated range, electrical components such as VFD's, fuses, breakers, overloads, motors, power supplies may intermittently trip or prematurely fail and will not be considered for warranty coverage.
(3) The use of generator power is not recommended. If a generator is required as a temporary power supply, the pump station will be covered under Vendor's limited warranty provided that Vendor's "Engine Driven Generator Power Warranty Policy and Operation Guidelines" document is strictly adhered to and provided that Town receives such document in advance.
(4) Proper electrical grounding of the pump station is a requirement. Station will not operate properly and can pose a health hazard if not properly grounded. Failures of any magnitude due to improper grounding will not be covered under warranty.

Warranty

(1) Vendor warrants its pump station products to be free of defects in materials and workmanship for a period of two (2) years from the date of start-up, but not later than twenty-seven (27) months from the date of invoice, unless modified by Town with the selection of the extended warranty option. Stations deemed delivery complete and invoiced accordingly, at Vendor's factory and stored there, shall have the warranty period commence as of the invoice date. Should the system require storage before startup after leaving Vendor's facility, the system must be stored in a secured, climate-controlled environment that will not allow for degradation of the system due to moisture, extreme temperature variations, or human negligence.

(2) This warranty is limited to replacing or repairing any defective component supplied by Vendor's reasonable discretion and does not apply to equipment that has been damaged, misapplied or modified in any way by Town.

(3) Any work performed on the pump station must be provided by Vendor-recognized PSN (Pump Service Network) service provider and documentation of all work performed within the warranty period must be on file at the factory. Any maintenance or repairs done without the pre-authorization of Vendor or its recognized service providers shall void this warranty.

(4) This warranty does not cover damages under the following conditions, unless otherwise specified in writing:
    a. Misapplied or inappropriate incoming power, improper grounding, vandalism, or any incidental damage, consequential damage, or act of God;
    b. Repairs or replacements made without the pre-authorization of Vendor, or its recognized service providers;
    c. Exposure to destructive gaseous or chemical solutions;
    d. Exposure to water pH levels of less than 6.0, which is typically the result of SO2 burner or sulfuric acid injection;
    e. Water salinity levels greater than 2000 parts per million;
    f. Water from a reverse osmosis plant;
    g. Unusually high dirt load or abrasives in the water; or
    h. Pumping water not suitable for turf irrigation.

(5) Vendor will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. This includes, but is not limited to, the use of cranes larger than 15 tons, scuba divers, barges, helicopters, or other unusual means. These extraordinary costs shall be borne by the Town, regardless of the reason necessitating removal of the product from service.

Watertronics LLC.
P.O. Box 530
Hartland, WI 53029
PH: 262-367-5000
FX: 262-367-6897

CUSTOM PUMP SYSTEM QUOTATION

Project Name:	Red Hawk Ridge Golf Course #8	**Date:**	7/8/2025
Site Location:	Castle Rock,CO	**Quotation:**	RedHawkRidgeGolfCourse#8_250708Q5
		Quoted By:	Adam Mock
Customer Contact Name:	Jonny Holland		
Company Name:	Red Hawk GC	**Sales Rep:**	Adam Mock
Address:		**Phone:**	408-313-6420
Phone:	303-472-3408	**Email:**	adam.mock@watertronics.com
Email:	jholland@crgov.com		
Performance:	800GPM @ 70PSI	**Dynamic Inlet:**	65PSI
Site Voltage:	480Y/277 volt, 3Phase/60Hz only	**Panel SCCR:**	35KA
Model Number:	HCB-7C-25V/25V/-480-3-800-70	**FCC Type:**	B

Project Scope

CATEGORY	DESCRIPTION	QTY
Approvals and Certifications	• UL Listed - Industrial Control Panel	1
Approvals and Certifications	• UL Listed - Packaged Pumping System	1
Approvals and Certifications	• FCC Part #15 Subpart B - Radio Frequency Devices	1
Paint Color	• Paint Color - Watertronics - Sandstone	1
Pump Motors -HC	• 25HP HC Prem Efficiency Motor - 460V/3Ph	2
Motor Winding Heaters	• HC Motor Winding Heater	2
Pumps - HC	• Pump, Horizontal Centrifugal, 25HP, 3600RPM	2
Pump Discharge Headers	• Discharge Header - 400 GPM	2
Discharge Manifolds	• Discharge Manifold - Duplex Pump	1
Pressure Relief Valves	• 2" Pressure Relief Valve	1
Flow Meters	• Data Industrial 220 Series Flowmeter, Brass	1
Pressure Controls	• Low Inlet Pressure Transducer	1
Intake Manifolds	• Common Intake Header - HC Duplex	1
Pump Station Bases	• Pump Station Base - Formed Steel	1
Pump Station Base Accessories	• Skid Shim Kit, Stainless Steel	1
Disconnects	• Station Disconnect Switch - 100A Fused	1
VFDs	• Variable Frequency Drive, 25HP, 380-480V/3ph	2
Control System	• Power - Phase Monitor Protection	1
Control System	• Type 7C - M262 PLC	1
Touchscreen Displays	• 10" Raspberry Pi ComFile	1
Control Switches	• Lighted HOA Switch	2
Surge Protection	• Standard Surge/Lightning Protection	1
Optical Devices	• Flow Signal Opto Coupler - For Sharing Signal	1
Optical Devices	• Flow Sensor Opto Isolator	1
Remote Start Options	• Remote Disable Relay - 24VAC/DC	1
Communication and RTUs	• WaterVision Cloud - Verizon 4G - w/1YR Subscription	1
Fertigation Accessories	• Fertigation Run Relay	1
Fertigation Accessories	• Chemical Treatment Relay	1
Electrical Enclosure	• Electrical Enclosure - 75x48x16 STL/WHT	1
Electrical Enclosure Accessories	• Control Panel Leg Kit - 6"H x 16"D	1

Electrical Enclosure Cooling	•	Indoor Air Conditioner - Standard (4-5K Btu)	1
Unregulated Power Supplies	•	5KVA Transformer & Load Center 480P-240/120VAC	1
Unregulated Power Supplies	•	Circuit Breaker - 15A - 1 pole	5
Documentation	•	Operation & Maint Manual (English) - Electronic Copy	3

STANDARD EQUIPMENT FEATURES : (Included In Total Station Price)		
OPTION NO	**DESCRIPTION**	**QTY**
001-0000006	**Horizontal Centrifugal - Station Spec**	**1**
	• A variable speed Horizontal Centrifugal pump station shall be provided. The pump station shall include variable frequency drive speed control horizontal centrifugal pumps piping valves electrical panel base and all other features (where applicable as specified below). Station shall be designed to be installed either outside or inside a weather resistant building furnished by the owner as specified above. A formed and reinforced base platform will support all manifolding pumps motors and control panels to provide an integral unit ready to quickly install at the job site. Configuration of station inlet discharge power connections and layout/orientation of basic system components shall be indicated on the sales drawing. The station shall be completely assembled (where applicable) calibrated and subjected to a dynamic run test including safety check prior to breakdown and shipment to customer.	
005-0000002	**UL Listed - Industrial Control Panel**	**1**
	• The station ELECTRICAL CONTROL PANEL shall be UL listed and meet or exceed UL508A specifications for safety of industrial control panels. Panel shall be assembled and tested in a UL508A certified panel shop.	
005-0000003	**UL Listed - Packaged Pumping System**	**1**
	• The PUMP STATION shall be UL listed and meet or exceed UL specifications for a Packaged Pumping System. The station electrical control panel shall meet or exceed UL508A specifications for safety of industrial control panels. Panel shall be assembled and tested in a UL508A certified panel shop.	
005-0000006	**FCC Part #15 Subpart B - Radio Frequency Devices**	**1**
	• The station electrical control panel shall meet or exceed Federal Communications Commission (FCC) Part #15 Subpart B performance requirements for conducted and radiated emissions.	
010-0000002	**Paint Color - Watertronics - Sandstone**	**1**
	• Pump station plumbing components shall be painted Watertronics SANDSTONE for maximum durability and resistance to corrosion. The paint system shall consist of a multi-step system including media blasting application of a rust prohibitive epoxy prime coat followed by a two part industrial grade ultraviolet resistant polyurethane finish having a total dry film thickness of not less than 5 mils. Each coat will be applied and baked for one half hour at 165 degrees F. Pump station components including base pipework discharge heads manifolds isolation and relief valves grooved clamps and supports shall be painted unless otherwise specified on sales drawing.	
102-0000005	**25HP HC Prem Efficiency Motor - 460V/3Ph**	**2**
	• A 25HP premium efficient (HC) horizontal centrifugal motor shall be provided. The motor shall be (ODP) open drip proof construction inverter ready rated with class F windings. The motor shall be sized properly for continuous operation of the pump at any point along the designed pump performance curve without exceeding the motors specified horsepower rating.	
115-0000001	**HC Motor Winding Heater**	**2**
	• A winding heater shall be installed inside the motor to reduce motor winding condensation and reduce winding failures due to internal arcing on VFD powered motors. One winding heater is required per motor.	
122-0000005	**Pump, Horizontal Centrifugal, 25HP, 3600RPM**	**2**

- A 25HP single stage close coupled Horizontal Centrifugal pump shall be provided. The pump assembly shall be bolted directly to the motor face and be constructed of heavy duty cast iron with a single dynamically balanced bronze impeller. A mechanical carbon/ceramic motor shaft seal shall be provided for long life and maintenance free operation. A temperature sensor shall also be provided in the pump volute case to facilitate safety shut down of the pump under high temp conditions. The pump shall be selected specifically for the application by Watertronics to maximize performance and efficiency.

145-0000003	**Discharge Header - 400 GPM**	**2**

- A pump discharge header assembly shall be provided for a maximum flow of 400GPM. The header assembly shall include a check valve butterfly valve and related pipework required to connect pump to discharge manifold or spool. The pipework shall be fabricated from A53 Grade B schedule 40 CARBON STEEL and painted per job specifications.

200-0000002	**Discharge Manifold - Duplex Pump**	**1**

- A custom fabricated DUPLEX PUMP discharge manifold shall be provided. The manifold shall be designed and fabricated by Watertronics to maximize flow and efficiency and to meet specific customer installation requirements. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 12" and larger shall be a minimum "Standard Wall" thickness. Discharge piping 10" and smaller shall be Schedule 40. All welded flanges shall be forged steel slipâ€‘on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. The manifold assembly shall include a main discharge isolation valve discharge pressure gauge three 3/4" fertigation ports and a winterization drain port with 3/4" ball valve.

210-0000006	**2" Pressure Relief Valve**	**1**

- A 2" pressure relief valve shall be installed on the discharge piping downstream of the pressure regulating valves. The valve shall be sized to bypass sufficient water back to the water source to avoid the discharge pressure from exceeding the maximum programmed pressure set point by more than 10 PSI.

280-0000001	**Data Industrial 220 Series Flowmeter, Brass**	**1**

- A high quality impeller style flow meter shall be provided to measure water flow with an accuracy of +/- 1%. full scale The flow meter housing shall be made of BRASS. The sensor electronics shall be fully sealed in epoxy potting suitable for indoor or outdoor installation.

291-0000002	**Low Inlet Pressure Transducer**	**1**

- An additional pressure transducer shall be provided in the intake manifold for monitoring incoming pressure on the intake of a booster station. The transducer shall be fully integrated into the control system and factory programmed to specific limits for the application. The control system shall function to shutdown and protect the pump system in the event of a sustained low inlet pressure condition.

300-0000002	**Common Intake Header - HC Duplex**	**1**

- A custom fabricated DUPLEX PUMP common intake manifold shall be provided. The manifold shall be designed and fabricated by Watertronics to maximize flow and efficiency and to meet specific customer installation requirements. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 12" and larger shall be a minimum "Standard Wall" thickness. Discharge piping 10" and smaller shall be Schedule 40. All welded flanges shall be forged steel slip-on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. The manifold assembly shall include a intake isolation valve where applicable intake pressure gauge and a winterization drain port with 3/4" ball valve.

400-0000001	**Pump Station Base - Formed Steel**	**1**

- Pump station components shall be mounted on a formed steel base. Formed steel construction is used to minimize weld seams and maximize strength. The base material shall be 3/8" thick ASTM A-26 hot rolled carbon steel plate. Structural steel shall be welded on the underside of the base to maximize structural rigidity. Base shall have a minimum of 8 (eight) lifting points (two at each corner). Base shall include a hinged wet well hatch whenever possible. Base shall be supplied with four anchor brackets and concrete wedge anchor bolts if base length is under 12ft. For base lengths over 12ft six anchors shall be provided.

410-0000001	**Skid Shim Kit, Stainless Steel**	**1**

- A skid shim kit shall be provided to take up small gaps between skid and floor and to insure level installation of skid. Each kit shall include the following stainless steel shims; Qty (2) - 1/2"x2"x5" Qty(2) - 3/8"x2"x5" Qty(4) - 1/4"x2"x5" Qty(4) - 1/8"x2"x5" .

500-0000010	**Station Disconnect Switch - 100A Fused**	**1**

- A 3-pole 100 amp maximum FUSED UL Listed main disconnect switch shall be provided. The disconnect switch shall include an operating handle mounted in the main electrical panel door that shall open all ungrounded conductors of the service entrance to the panel. The disconnect switch shall be mechanically interlocked to prevent access while the operating handle is in the ON position. The station disconnect switch shall be correctly sized for the maximum station load and shall meet all applicable NEC and UL508A requirements.

520-0000024	**Variable Frequency Drive, 25HP, 380-480V/3ph**	**2**

- A high efficiency industrial grade 25HP variable frequency drive shall be provided. The VFD shall be specifically designed for water pumping applications and include a graphical control interface keypad. All internal printed circuit boards shall be conformal coated for long service life.

600-0000003	**Power - Phase Monitor Protection**	**1**

- An advanced microprocessor based Power Phase Monitoring system shall be provided to protect the pump system from equipment failure due to power faults occurring on the incoming electrical service to the pump station. The monitor shall actively monitor for phase loss phase reversal phase unbalance under voltage and overvoltage conditions. In the event that these one or more of these conditions occur the Phase Monitor shall signal the PLC logic controller to shut down the pump system preventing damage to pump system components. The phase monitor fault limits and time to trip shall be adjustable. A status LED shall indicate the fault type causing the shutdown event.

600-0000004	**Type 7C - M262 PLC**	**1**

- The electrical control system shall be an Industrial grade PLC with custom programming written specifically for this project. Control logic shall be based on redundant design and interlocking of control devices for maximum safety and proper sequence of operation. The PLC controller shall have diagnostic LEDs for monitoring status of discrete inputs and outputs as well as a general PLC error feedback. The PLC shall contain RS485 and Ethernet communication ports for monitoring and programming purposes. The PLC will have a high speed counter clock and calendar function with year month day hour minute and day of week.

610-0000006	**10" Raspberry Pi ComFile**	**1**

- An industrial grade 10.1” (1024 × 600) LCD touchscreen user interface display shall be provided for monitoring and diagnostic purposes featuring: Digital flow (GPM) and pressure (PSI) display. Both cumulative and resettable gallons pumped indicators. Pump ready/running status with elapsed run time display per pump. Flow-based pressure regulation to match discharge pressure with irrigation demand Individual motor overload reporting Minute by minute data logging saved internally for Historic and real time X-Y plotting of pump station operation. Filter controls. Alarm log. Ability to change system parameters such as setpoint pressure time delays Fertigation graphic and control interface when sold with a Watertronics EZ Feed Injection Package. Life of the display shall be 50000 hours. The display software shall be configured for the pump station features.

620-0000001	**Lighted HOA Switch**	**2**

- A lighted switch actuator shall be provided which shall be illuminated GREEN whenever the controlled item is active. One required per switch.

630-0000001	**Standard Surge/Lightning Protection**	**1**

- A Standard 40kA max impulse current rated surge protective device shall be provided on the incoming power connections to the station. The SPD shall utilize high energy solid state suppression circuitry to effectively protect electrical equipment from severe electrical disturbances. Diagnostic LEDs shall be provided on the device to indicate operational status of the device when powered.

640-0000001	**Flow Signal Opto Coupler - For Sharing Signal**	**1**

- An optical coupling device shall be provided for sharing of pump station flow signal with external customer control systems. The opto-coupler is rated for 3-30VDC (24VDC) nominal supply from customer control system and shall provide a minimum of 2500V isolation between station control system and external systems.

640-0000002	**Flow Sensor Opto Isolator**	**1**

- An optical isolation device shall be provided for isolating OFF SKID station flow sensor from the control system. The optical isolator shall effectively improve flow signal quality and eliminate interference ground loops and other signal disturbances from entering station control electronics.

650-0000003	**Remote Disable Relay - 24VAC/DC**	**1**

- A 24VAC/DC remote disable relay input shall be provided. The remote disable relay shall effectively disable the pump station when the remote start relay coil is supplied 24VAC/DC power from an irrigation controller or other external power source provided by customer. If the station is running and relay is powered the station will safely shutdown. When power is removed from the relay the station will return to normal operation.

680-0000006	**WaterVision Cloud - Verizon 4G - w/1YR Subscription**	**1**

- WaterVision Cloud - Verizon Network 4G/LTE CELLULAR remote pump system monitoring package shall be provided. The system includes all hardware software and 1 YEAR SUBSCRIPTION for connection of a single pump station to the WaterVision Cloud Network via a cellular connection. The system shall allow customer to remotely monitor the pump station and the customer's other WaterVision Cloud enabled pump stations on the same property or multiple properties at any time from a cell phone tablet PC or other web based device. The system shall also allow control of the pump station enable/disable and reset of alarms. The communication hardware will accept up to eight additional CHOICE CARD inputs The WaterVision Cloud system is also expandable through connection of additional WaterVision Cloud enabled pump systems. Additional hardware required for system expansion. Subscription may be renewed in future years for low annual fee approximatley $450/year. Contact PSN for future subscription pricing.

720-0000001	**Fertigation Run Relay**	**1**

- A Fertigation Run relay shall be provided to activate a customer provided chemical injection system. The relay output shall turn on when the station reaches a minimum flow set point and turn off when station flow drops below set point. The minimum flow set point shall be adjustable through the touchscreen display where provided.

720-0000003	**Chemical Treatment Relay**	**1**

- A Chemical Treatment relay shall be provided to activate a customer provided chemical injection system. The relay output shall turn on anytime a main pump is running. The chemical treatment relay shall have 2 DPDT 8A contacts.

750-0000003	**Electrical Enclosure - 75x48x16 STL/WHT**	**1**

- A heavy duty industrial grade 75Hx48Wx16D UL Listed NEMA 4 outdoor rated enclosure shall be provided to protect electrical control system components. The enclosure shall be custom built to Watertronics specifications specifically for water pumping applications and shall be fabricated of no less than 12GA carbon steel finished on all inside and outside surfaces in polyester based WHITE powder coat finish for maximum durability. The enclosure shall be provided with heavy duty integral hinges with lift off doors INTERIOR LIGHTING PACKAGE heavy duty key lockable door handles continuously welded seams mechanical interlocks and drip shield. The electrical component back panel shall be galvanized steel for superior EMC performance.

760-0000008	**Control Panel Leg Kit - 6"H x 16"D**	**1**

- A 6" HIGH heavy duty control panel leg kit shall be provided. Legs shall be fabricated from 3/8" thick A36 hot rolled steel plate and painted to match control panel enclosure color. The leg kit shall be designed for a 16" DEEP enclosure

770-0000004	**Indoor Air Conditioner - Standard (4-5K Btu)**	**1**

- A premium quality closed loop AIR CONDITIONER cooling system shall be provided. The air conditioner shall control temperature levels within the electrical enclosure protecting sensitive electronic components from overheating conditions. The air conditioner shall be rated NEMA 12 for INDOOR installations and prevent outside air from entering electrical enclosure. The air conditioner shall be properly sized to the application up to one 40HP VFD requiring a maximum of 4-5K Btu cooling capacity.

810-0000002	**5KVA Transformer & Load Center 480P-240/120VAC**	**1**

- A 5KVA power supply shall be provided for auxiliary customer loads. The power supply shall consist of a minimum 16 place NEMA 3R load center resin filled power transformer fused disconnect and convenience outlet mounted on a heavy duty steel stand or station enclosure where applicable. The power supply shall produce a maximum of 41A/20.5A @120/240VAC with 460-480VAC input voltage.

810-0000005	**Circuit Breaker - 15A - 1 pole**	**5**

- A 15 AMP - 1 Pole circuit breaker shall be provided. The breaker shall be of correct type for use with the unregulated supply load center.

975-0000001	**Operation & Maint Manual (English) - Electronic Copy**	**3**

- A detailed OPERATION and MAINTENANCE manual shall be provided detailing basic system operation alarms general maintenance procedures and use of the operator interface. The manual shall be in English and provided in electronic format.

PUMP STATION PRICE (INCLUDES ALL STANDARD EQUIPMENT FEATURES) U.S. Dollars Only	$107,560.00
Domestic US Freight from Factory to Job Site: FOB Factory	INCLUDED
Off Load & Setup Supervision:	NOT INCLUDED
Crane To Off-Load and Set Pump Station:	NOT INCLUDED
Start-Up:	NOT INCLUDED
Warranty - (Including Parts and Labor)	2 YR STANDARD
Taxes :	NOT INCLUDED

Shipment:Estimated **22-24** weeks after receipt of signed contract and drawing approval. A firm delivery date will be established and transmitted within 5 days of receipt of all final details and documents.

WIRE TRANSFER:

1 WARNING regarding wiring of funds:

Due to the growing occurrence of identity theft and phishing scams, please do not wire funds to Watertronics without first receiving a verbal confirmation of our receiving bank's wiring instructions. Upon receiving wiring instructions from Watertronics, please contact John Bizub with Watertronics at +1-262-367-5000 x1203 prior to initiating any wire transfer to confirm the instructions match. Once the wire transfer is complete, please contact John Bizub again to obtain verbal confirmation of the transfer as well.

Watertronics is not responsible for any funds that are unintentionally wired to the wrong recipient, regardless of cause.

Watertronics LLC.
P.O. Box 530
Hartland, WI 53029
PH: 262-367-5000
FX: 262-367-6897

CUSTOM PUMP SYSTEM QUOTATION

Project Name:	Red Hawk Ridge GC Main Station	**Date:**	7/9/2025
Site Location:	Castle Pines,CO	**Quotation:**	RedHawkRidgeGCMainStation_250709Q3
		Quoted By:	Adam Mock
Customer Contact Name:	Jonny Holland		
Company Name:	Red Hawk GC	**Sales Rep:**	Adam Mock
Address:		**Phone:**	408-313-6420
Phone:	303-472.3408	**Email:**	adam.mock@watertronics.com
Email:	jhollandcrgov.com		
Performance:	1650GPM @ 135PSI	**Wetwell Depth:**	21Ft. - 0in.
Site Voltage:	480Y/277 volt, 3Phase/60Hz only	**Panel SCCR:**	35KA
Model Number:	VTV-7C-60X3/5ST-480-3-1650-135	**FCC Type:**	B

Project Scope

CATEGORY	DESCRIPTION	QTY
Approvals and Certifications	• UL Listed - Industrial Control Panel	1
Approvals and Certifications	• UL Listed - Packaged Pumping System	1
Approvals and Certifications	• FCC Part #15 Subpart B - Radio Frequency Devices	1
Paint Color	• Paint Color - Watertronics - Sandstone	1
Pump Motors - Submersible	• 5HP Submersible Motor - 380-460V/3ph	1
Pump Motors - VHS	• 60HP VHS Premium Efficiency Motor - 460V/3Ph	3
Pumps - Submersible Turbine	• Pump, Submersible Turbine, 5HP	1
Pumps - Vertical Turbine	• Pump, Vertical Turbine, 11IDLH-5	3
Pump Discharge Heads	• Discharge Head - 6" Ductile Iron	3
Pump Columns	• Pressure Maint Pump Column - 2" Dia - 304 SS	1
Pump Columns	• VT Pump Column - 6" Dia, 4 Piece, Carbon Steel	3
Pump Seals	• Mechanical Shaft Seal	3
Discharge Manifolds	• Discharge Manifold - Triplex Pump	1
Pressure Relief Valves	• 4" Pressure Relief Valve	1
Discharge Strainers	• 10" WYE Strainer with Autoflush - 2424 GPM	1
Regulation EBVs	• Electronic Butterfly Valve - 2-6"	3
Flow Meters	• Growsmart IM3000 Series Magnetic Flowmeter - 8"	1
Level Controls	• Wetwell Level Control w/1 Pond Fill	1
Pump Station Bases	• Pump Station Base - Formed Steel	1
Pump Station Base Accessories	• Skid Shim Kit, Stainless Steel	1
Disconnects	• Station Disconnect Switch - 400A Fused	1
VFDs	• Variable Frequency Drive, 60HP, 380-480V/3ph	1
XL Contactors	• VFD (XL) Contactor - 460-575V/3Ph - 60HP	3
XL Contactors	• Motor Starter - 460-575V/3Ph - 5HP	1
Control System	• Power - Phase Monitor Protection	1
Control System	• Type 7C - M262 PLC	1
Touchscreen Displays	• 10" Raspberry Pi ComFile	1
Control Switches	• Lighted HOA Switch	4
Surge Protection	• Standard Surge/Lightning Protection	1
Optical Devices	• Flow Signal Opto Coupler - For Sharing Signal	1

Optical Devices	•	Flow Sensor Opto Isolator	1
Remote Start Options	•	Remote Disable Relay - 24VAC/DC	1
Communication and RTUs	•	WaterVision Cloud - Verizon 4G - w/5YR Subscription	1
Fertigation Accessories	•	Fertigation Run Relay	1
Fertigation Accessories	•	Chemical Treatment Relay	1
Electrical Enclosure	•	Electrical Enclosure - 75x60x16 STL/WHT	1
Electrical Enclosure Cooling	•	Heat Exchanger - Large (5-12K Btu)	1
Unregulated Power Supplies	•	5KVA Transformer & Load Center 480P-240/120VAC	1
Unregulated Power Supplies	•	Circuit Breaker - 15A - 1 pole	4
Unregulated Power Supplies	•	Circuit Breaker - 20A - 1 pole	4
Documentation	•	Operation & Maint Manual (English) - Electronic Copy	3
Custom - Write In Option	•	Sola Line Conditioner	1

STANDARD EQUIPMENT FEATURES : (Included In Total Station Price)		
OPTION NO	**DESCRIPTION**	**QTY**
001-0000008	**Vertical Turbine - Station Spec**	**1**
	• A variable speed Vertical Turbine pump station shall be provided. The pump station shall include variable frequency drive speed control vertical turbine pumps piping valves electrical panel base and all other features (where applicable as specified below). Station shall be designed to be installed either outside or inside a weather resistant building furnished by the owner as specified above. A formed and reinforced base platform will support all manifolding pumps motors and control panels to provide an integral unit ready to quickly install at the job site. Configuration of station inlet discharge power connections and layout/orientation of basic system components shall be indicated on the sales drawing. The station shall be completely assembled (where applicable) calibrated and subjected to a dynamic run test including safety check prior to breakdown and shipment to customer.	
005-0000002	**UL Listed - Industrial Control Panel**	**1**
	• The station ELECTRICAL CONTROL PANEL shall be UL listed and meet or exceed UL508A specifications for safety of industrial control panels. Panel shall be assembled and tested in a UL508A certified panel shop.	
005-0000003	**UL Listed - Packaged Pumping System**	**1**
	• The PUMP STATION shall be UL listed and meet or exceed UL specifications for a Packaged Pumping System. The station electrical control panel shall meet or exceed UL508A specifications for safety of industrial control panels. Panel shall be assembled and tested in a UL508A certified panel shop.	
005-0000006	**FCC Part #15 Subpart B - Radio Frequency Devices**	**1**
	• The station electrical control panel shall meet or exceed Federal Communications Commission (FCC) Part #15 Subpart B performance requirements for conducted and radiated emissions.	
010-0000002	**Paint Color - Watertronics - Sandstone**	**1**
	• Pump station plumbing components shall be painted Watertronics SANDSTONE for maximum durability and resistance to corrosion. The paint system shall consist of a multi-step system including media blasting application of a rust prohibitive epoxy prime coat followed by a two part industrial grade ultraviolet resistant polyurethane finish having a total dry film thickness of not less than 5 mils. Each coat will be applied and baked for one half hour at 165 degrees F. Pump station components including base pipework discharge heads manifolds isolation and relief valves grooved clamps and supports shall be painted unless otherwise specified on sales drawing.	
100-0000009	**5HP Submersible Motor - 380-460V/3ph**	**1**
	• A 5HP high efficiency submersible motor shall be provided. The motor shall be inverter duty rated class F windings and shall be fully sealed with stainless steel splined output shaft.	
101-0000015	**60HP VHS Premium Efficiency Motor - 460V/3Ph**	**3**
	• A 60HP premium efficient (VHS) vertical hollow shaft motor shall be provided. The motor shall be inverter duty rated class F windings and include internal 120V winding heaters. The motor shall be sized properly for continuous operation of the pump at any point along the designed pump performance curve without exceeding the motors specified horsepower rating. The motor shall be equipped with a "Self Release Coupling" factory configured (bolted to upper bearing) for momentary up thrust protection.	
120-0000002	**Pump, Submersible Turbine, 5HP**	**1**
	• A 5HP Submersible Turbine pump shall be provided. The pump shall consist of one or more stages and be designed for maximum performance and efficiency. Bowls shall be made of cast iron or stainless steel. Impellers shall be investment cast stainless steel.	
121-0000106	**Pump, Vertical Turbine, 11IDLH-5**	**3**

- A Vertical Turbine pump assembly shall be provided. The pump assembly shall consist of one or more stages designed and manufactured by Watertronics in order to achieve maximum performance and efficiency. Standard features shall include ductile iron bowls with O-ring seals between each stage polymer bearings rated for 4 minute dry run 304 STAINLESS STEEL impellers with minimum pressure rating of 100000PSI 416 stainless steel pump shafts 18/8 stainless steel fasteners and a stainless steel inlet basket strainer properly sized for the pump. Each pump assembly shall be factory tested to Hydraulic Institute ANSI/HI 14.6 acceptance grade 2B.

140-0000002	**Discharge Head - 6" Ductile Iron**	**3**

- A heavy duty ductile iron 6 INCH pump discharge head assembly shall be provided for superior durability. The discharge head assembly shall include a check valve butterfly valve and related hardware flow rated for up to 900GPM and 150 PSI per ANSI B2.1.

150-0000020	**Pressure Maint Pump Column - 2" Dia - 304 SS**	**1**

- A 2 INCH diameter pressure maintenance pump column pipe shall be provided. The column pipe shall be fabricated from 304 STAINLESS STEEL. A butterfly valve and check valve shall be provided on the outlet of the column pipe assembly.

150-0000040	**VT Pump Column - 6" Dia, 4 Piece, Carbon Steel**	**3**

- A 4 Piece 6 INCH diameter vertical turbine pump column and shaft assembly shall be provided. The column pipe shall be fabricated from ASTM Grade A-53 CARBON STEEL pipe. Line shafts shall be fabricated from 416 STAINLESS STEEL. The shaft diameter shall be no less than prescribed by ANSI B58.1 Section 4.2 Table 4. Bearing retainers shall be stainless steel with polymer bearings. The column and shaft assembly shall be designed per the total pump length specified on the sales drawing.

180-0000002	**Mechanical Shaft Seal**	**3**

- Each turbine pump discharge head shall contain a mechanical seal assembly located where the line shaft protrudes through the discharge head. The mechanical seal assembly shall consist of a main housing shaft sleeve assembly locking and drive collars. The shaft sleeve shall be machined from 416 stainless steel. The locking and driving collars shall be machined from 7075 aluminum. Integral to the seal housing a permanently lubricated ball bearing shall be mounted located out of the pumping media. The mechanical seal shall be resistant to corrosion and abrasives totally self lubricating and rated for no less than 300 PSI. The seal assembly shall require no bypass tubes or related devices to provide cooling or lubrication. One seal required per Vertical Turbine pump.

200-0000003	**Discharge Manifold - Triplex Pump**	**1**

- A custom fabricated TRIPLEX PUMP discharge manifold shall be provided. The manifold shall be designed and fabricated by Watertronics to maximize flow and efficiency and to meet specific customer installation requirements. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 12" and larger shall be a minimum "Standard Wall" thickness. Discharge piping 10" and smaller shall be Schedule 40. All welded flanges shall be forged steel slip-on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. The manifold assembly shall include a main discharge isolation valve discharge pressure gauge three 3/4" fertigation ports and a winterization drain port with 3/4" ball valve.

210-0000002	**4" Pressure Relief Valve**	**1**

- A 4" pressure relief valve shall be installed on the discharge piping downstream of the pressure regulating valves. The valve shall be sized to bypass sufficient water back to the water source to avoid the discharge pressure from exceeding the maximum programmed pressure set point by more than 10 PSI.

220-0000005	**10" WYE Strainer with Autoflush - 2424 GPM**	**1**

- A high efficiency low pressure drop 10 INCH wye strainer shall be provided. The wye strainer housing shall be made entirely from ASTM A126B cast iron rated for 175PSIG at 150 degrees F. The internal screen shall be fabricated from 304 stainless steel with 1/8" perforations and shall flow up to 2424 GPM with a 1PSI or less pressure drop. The strainer shall be automatically flushed after a specific pump station run time. The time between flush events and the flush duration shall be programmable through the station touch screen display.

270-0000001	**Electronic Butterfly Valve - 2-6"**	**3**

- A patented Watertronics 2-6" EBV "Electronic Butterfly Valve" shall be provided on the pump discharge head. The EBV shall provide for gradual entry of water from the pump into the discharge manifold to allow for complete purging of pump column air and elimination of water hammer surges and check valve slam. The EBV shall also facilitate smooth pump sequencing enhanced flow and pressure regulation. In the event of a VFD failure the EBV shall function as a by-pass regulation device to maintain constant pressure regulation and flow without disruption of the irrigation process.

280-0000012	**Growsmart IM3000 Series Magnetic Flowmeter - 8"**	**1**

- A 8" diameter Growsmart electromagnetic flow meter shall be provided to measure water flow rate with an accuracy of +/- 2%. The flowmeter shall include an integrated LCD display and be constructed of epoxy coated ASTM carbon steel suitable for indoor or outdoor installation. Maximum recommended flow rate 2350 GPM.

290-0000001	**Wetwell Level Control w/1 Pond Fill**	**1**

- A robust industrial grade WETWELL level control system shall be provided. The system shall consist of a level transducer and a low level safety shutdown float located in the WETWELL for accurate and reliable level control. The controls shall be fully integrated with the control system with programmable set points accessible through the station touchscreen display. The level control system shall function to shutdown the pump system in the event of a low water condition. An additional isolated 5A relay contact shall be provided for control of ONE external pond fill or other external fill source. The level transducer shall be rated for a maximum water depth of 33.5 feet.

400-0000001	**Pump Station Base - Formed Steel**	**1**

- Pump station components shall be mounted on a formed steel base. Formed steel construction is used to minimize weld seams and maximize strength. The base material shall be 3/8" thick ASTM A-26 hot rolled carbon steel plate. Structural steel shall be welded on the underside of the base to maximize structural rigidity. Base shall have a minimum of 8 (eight) lifting points (two at each corner). Base shall include a hinged wet well hatch whenever possible. Base shall be supplied with four anchor brackets and concrete wedge anchor bolts if base length is under 12ft. For base lengths over 12ft six anchors shall be provided.

410-0000001	**Skid Shim Kit, Stainless Steel**	**1**

- A skid shim kit shall be provided to take up small gaps between skid and floor and to insure level installation of skid. Each kit shall include the following stainless steel shims; Qty (2) - 1/2"x2"x5" Qty(2) - 3/8"x2"x5" Qty(4) - 1/4"x2"x5" Qty(4) - 1/8"x2"x5" .

500-0000012	**Station Disconnect Switch - 400A Fused**	**1**

- A 3-pole 400 amp maximum FUSED UL Listed main disconnect switch shall be provided. The disconnect switch shall include an operating handle mounted in the main electrical panel door that shall open all ungrounded conductors of the service entrance to the panel. The disconnect switch shall be mechanically interlocked to prevent access while the operating handle is in the ON position. The station disconnect switch shall be correctly sized for the maximum station load and shall meet all applicable NEC and UL508A requirements.

520-0000028	**Variable Frequency Drive, 60HP, 380-480V/3ph**	**1**

- A high efficiency industrial grade 60HP variable frequency drive shall be provided. The VFD shall be specifically designed for water pumping applications and include a graphical control interface keypad. All internal printed circuit boards shall be conformal coated for long service life.

540-0000038	**VFD (XL) Contactor - 460-575V/3Ph - 60HP**	**3**
	• A 460-575V/3Ph - 60HP cross line (XL) industrial grade dual interlocking contactor set shall be provided for the pump. The contactor set shall allow the assigned pump to be run manually across the line or from the VFD output. It will also facilitate sequencing of pumps when more than one main pump is present. An HOA (Hand-Off-Auto) switch will be provided for each pump. When HOA is in Hand position the contactor set will engage to power pump directly across the line. If Off position pump will be disabled and when in Auto pump will run on VFD when assigned as lead pump otherwise the contactor set will sequence the pump on as a lag pump where applicable.	
540-0000070	**Motor Starter - 460-575V/3Ph - 5HP**	**1**
	• A 460-575VAC/3Ph - 5HP industrial grade Motor Starter shall be provided. The motor starter shall provide integrated switching thermal and current overload protection per NEC article 430 safety requirements. The switching contacts shall be rated for a minimum of 200000 cycles under full load conditions.	
600-0000003	**Power - Phase Monitor Protection**	**1**
	• An advanced microprocessor based Power Phase Monitoring system shall be provided to protect the pump system from equipment failure due to power faults occurring on the incoming electrical service to the pump station. The monitor shall actively monitor for phase loss phase reversal phase unbalance under voltage and overvoltage conditions. In the event that these one or more of these conditions occur the Phase Monitor shall signal the PLC logic controller to shut down the pump system preventing damage to pump system components. The phase monitor fault limits and time to trip shall be adjustable. A status LED shall indicate the fault type causing the shutdown event.	
600-0000004	**Type 7C - M262 PLC**	**1**
	• The electrical control system shall be an Industrial grade PLC with custom programming written specifically for this project. Control logic shall be based on redundant design and interlocking of control devices for maximum safety and proper sequence of operation. The PLC controller shall have diagnostic LEDs for monitoring status of discrete inputs and outputs as well as a general PLC error feedback. The PLC shall contain RS485 and Ethernet communication ports for monitoring and programming purposes. The PLC will have a high speed counter clock and calendar function with year month day hour minute and day of week.	
610-0000006	**10" Raspberry Pi ComFile**	**1**
	• An industrial grade 10.1” (1024 × 600) LCD touchscreen user interface display shall be provided for monitoring and diagnostic purposes featuring: Digital flow (GPM) and pressure (PSI) display. Both cumulative and resettable gallons pumped indicators. Pump ready/running status with elapsed run time display per pump. Flow-based pressure regulation to match discharge pressure with irrigation demand Individual motor overload reporting Minute by minute data logging saved internally for Historic and real time X-Y plotting of pump station operation. Filter controls. Alarm log. Ability to change system parameters such as setpoint pressure time delays Fertigation graphic and control interface when sold with a Watertronics EZ Feed Injection Package. Life of the display shall be 50000 hours. The display software shall be configured for the pump station features.	
620-0000001	**Lighted HOA Switch**	**4**
	• A lighted switch actuator shall be provided which shall be illuminated GREEN whenever the controlled item is active. One required per switch.	
630-0000001	**Standard Surge/Lightning Protection**	**1**
	• A Standard 40kA max impulse current rated surge protective device shall be provided on the incoming power connections to the station. The SPD shall utilize high energy solid state suppression circuitry to effectively protect electrical equipment from severe electrical disturbances. Diagnostic LEDs shall be provided on the device to indicate operational status of the device when powered.	
640-0000001	**Flow Signal Opto Coupler - For Sharing Signal**	**1**

- An optical coupling device shall be provided for sharing of pump station flow signal with external customer control systems. The opto-coupler is rated for 3-30VDC (24VDC) nominal supply from customer control system and shall provide a minimum of 2500V isolation between station control system and external systems.

640-0000002	**Flow Sensor Opto Isolator**	**1**

- An optical isolation device shall be provided for isolating OFF SKID station flow sensor from the control system. The optical isolator shall effectively improve flow signal quality and eliminate interference ground loops and other signal disturbances from entering station control electronics.

650-0000003	**Remote Disable Relay - 24VAC/DC**	**1**

- A 24VAC/DC remote disable relay input shall be provided. The remote disable relay shall effectively disable the pump station when the remote start relay coil is supplied 24VAC/DC power from an irrigation controller or other external power source provided by customer. If the station is running and relay is powered the station will safely shutdown. When power is removed from the relay the station will return to normal operation.

680-0000008	**WaterVision Cloud - Verizon 4G - w/5YR Subscription**	**1**

- WaterVision Cloud - Verizon network 4G/LTE CELLULAR remote pump system monitoring package shall be provided. The system includes all hardware software and 5 YEAR SUBSCRIPTION for connection of a single pump station to the WaterVision Cloud Network via a cellular connection. The system shall allow customer to remotely monitor the pump station and the customer's other WaterVision Cloud enabled pump stations on the same property or multiple properties at any time from a cell phone tablet PC or other web based device. The system shall also allow control of the pump station enable/disable and reset of alarms. The communication hardware will accept up to eight additional CHOICE CARD inputs The WaterVision Cloud system is also expandable through connection of additional WaterVision Cloud enabled pump systems. Additional hardware required for system expansion. Subscription may be renewed in future years for low annual fee approximatley $450/year. Contact PSN for future subscription pricing.

720-0000001	**Fertigation Run Relay**	**1**

- A Fertigation Run relay shall be provided to activate a customer provided chemical injection system. The relay output shall turn on when the station reaches a minimum flow set point and turn off when station flow drops below set point. The minimum flow set point shall be adjustable through the touchscreen display where provided.

720-0000003	**Chemical Treatment Relay**	**1**

- A Chemical Treatment relay shall be provided to activate a customer provided chemical injection system. The relay output shall turn on anytime a main pump is running. The chemical treatment relay shall have 2 DPDT 8A contacts.

750-0000004	**Electrical Enclosure - 75x60x16 STL/WHT**	**1**

- A heavy duty industrial grade 75Hx60Wx16D UL Listed NEMA 4 outdoor rated enclosure shall be provided to protect electrical control system components. The enclosure shall be custom built to Watertronics specifications specifically for water pumping applications and shall be fabricated of no less than 12GA carbon steel finished on all inside and outside surfaces in polyester based WHITE powder coat finish for maximum durability. The enclosure shall be provided with heavy duty integral hinges with lift off doors INTERIOR LIGHTING PACKAGE heavy duty key lockable door handles continuously welded seams mechanical interlocks and drip shield. The electrical component back panel shall be galvanized steel for superior EMC performance.

770-0000002	**Heat Exchanger - Large (5-12K Btu)**	**1**

- A premium quality closed loop water to air HEAT EXCHANGER cooling system shall be provided. The heat exchanger shall control temperature levels within the electrical enclosure protecting sensitive electronic components from overheating conditions. The heat exchanger shall be rated NEMA 4 for indoor/outdoor installations and prevent outside air or cooling water from entering electrical enclosure. The heat exchanger shall be properly sized to the application up to a maximum of 5-12K Btu cooling capacity.

810-0000002	**5KVA Transformer & Load Center 480P-240/120VAC**	**1**
	• A 5KVA power supply shall be provided for auxiliary customer loads. The power supply shall consist of a minimum 16 place NEMA 3R load center resin filled power transformer fused disconnect and convenience outlet mounted on a heavy duty steel stand or station enclosure where applicable. The power supply shall produce a maximum of 41A/20.5A @120/240VAC with 460-480VAC input voltage.	
810-0000005	**Circuit Breaker - 15A - 1 pole**	**4**
	• A 15 AMP - 1 Pole circuit breaker shall be provided. The breaker shall be of correct type for use with the unregulated supply load center.	
810-0000006	**Circuit Breaker - 20A - 1 pole**	**4**
	• A 20 AMP - 1 Pole circuit breaker shall be provided. The breaker shall be of correct type for use with the unregulated supply load center.	
975-0000001	**Operation & Maint Manual (English) - Electronic Copy**	**3**
	• A detailed OPERATION and MAINTENANCE manual shall be provided detailing basic system operation alarms general maintenance procedures and use of the operator interface. The manual shall be in English and provided in electronic format.	
999-0000001	**Sola Line Conditioner**	**1**
	• 5KVA Sola Line Conditioner mounted with the 5KVA power pack	

PUMP STATION PRICE (INCLUDES ALL STANDARD EQUIPMENT FEATURES) U.S. Dollars Only	$275,313.00
Domestic US Freight from Factory to Job Site: FOB Factory	INCLUDED
Off Load & Setup Supervision:	NOT INCLUDED
Crane To Off-Load and Set Pump Station:	NOT INCLUDED
Start-Up:	NOT INCLUDED
Warranty - (Including Parts and Labor)	2 YR STANDARD
Taxes :	NOT INCLUDED

Shipment:Estimated **22-24** weeks after receipt of signed contract and drawing approval. A firm delivery date will be established and transmitted within 5 days of receipt of all final details and documents.

WIRE TRANSFER:

1 WARNING regarding wiring of funds:

Due to the growing occurrence of identity theft and phishing scams, please do not wire funds to Watertronics without first receiving a verbal confirmation of our receiving bank's wiring instructions. Upon receiving wiring instructions from Watertronics, please contact John Bizub with Watertronics at +1-262-367-5000 x1203 prior to initiating any wire transfer to confirm the instructions match. Once the wire transfer is complete, please contact John Bizub again to obtain verbal confirmation of the transfer as well.

Watertronics is not responsible for any funds that are unintentionally wired to the wrong recipient, regardless of cause.

OPTIONAL EQUIPMENT FEATURES: (NOT Included in Total Station Price) (Indicate acceptance of a Optional Feature and Ext. Price by initialing ACCEPTED box next to each option being added to purchase)(Ext. Price does NOT include Taxes)

OPTION NO	DESCRIPTION	QTY	Price	Ext.Price	Accepted
700-0000003	EZ Feed 2-80A Injection System	1	$21,113.40	$21,113.40	

- A Watertronics EZ Feed 2-80A chemical injection system shall be provided. The system shall include TWO metering pumps controlled by one motor and separate variable frequency drive capable of accurately injecting two different liquid chemical fertilizer products up to 80GPH each and at proportional rate to the station flow. All components and fittings shall be corrosion resistant for low maintenance and long life. The system shall be fully integrated with the pump system logic and be programmable though the pump station main touch screen display.

780-0000003	Station Heater - 5KW - 480V	1	$4,739.24	$4,739.24	

- An arm mounted 5KW - 480V industrial forced air heater shall be provided. The unit shall include an integrated 40 - 120F temperature control thermostat. A separate disconnect and branch circuit protection shall be provided that will allow the heater power to be controlled independently of the station main electrical panel.

Watertronics LLC.
P.O. Box 530
Hartland, WI 53029
PH: 262-367-5000
FX: 262-367-6897

CUSTOM PUMP SYSTEM QUOTATION

Project Name:	Red Hawk Ridge Golf Course #15	**Date:**	7/9/2025
Site Location:	Castle Rock,CO	**Quotation:**	RedHawkRidgeGolfCourse#15_250709Q1
		Quoted By:	Adam Mock
Customer Contact Name:	Jonny Holland		
Company Name:	Red Hawk GC	**Sales Rep:**	Adam Mock
Address:		**Phone:**	408-313-6420
Phone:	303-472-3408	**Email:**	adam.mock@watertronics.com
Email:	jholland@crgov.com		
Performance:	300GPM @ 60PSI	**Dynamic Inlet:**	90PSI
Site Voltage:	480Y/277 volt, 3Phase/60Hz only	**Panel SCCR:**	35KA
Model Number:	WMBV-5000-7A-10-480-3-300-60	**FCC Type:**	B

Project Scope

CATEGORY	DESCRIPTION	QTY
Approvals and Certifications	• UL Listed - Packaged Pumping System	1
Approvals and Certifications	• FCC Part #15 Subpart B - Radio Frequency Devices	1
Paint Color	• Paint Color - None (Sandstone Pipe)	1
Pump Motors -HC	• 10HP HC Prem Efficiency Motor - 460V/3Ph	1
Motor Winding Heaters	• HC Motor Winding Heater	1
Pumps - HC	• Pump, Horizontal Centrifugal, 16BF 20-25HP, 3600RPM	1
Pump Discharge Headers	• Discharge Header - 300 GPM	1
Discharge Manifolds	• Discharge Manifold - WM5000 3"	1
Discharge Terminations	• Discharge Termination - WM5 - 3" GR x 3" FL	1
Station Discharge Valve	• 4" Isolation Valve	2
Flow Meters	• Data Industrial 220 Series Flowmeter, Brass	1
Pressure Controls	• Low Inlet Pressure Transducer	1
Intake Manifolds	• WM5000 3" Intake Manifold - Boost/Flood	1
Intake Terminations	• Intake Termination - WM5 - 4" GR x 4" FL	1
Pump Station Bases	• Pump Station Base - WM5000 No Paint	1
Pump Station Base Accessories	• Anchor Kit - Watermax	1
Disconnects	• Station Disconnect Switch - 30A Fused	1
VFDs	• Variable Frequency Drive 10HP 380-480V/3ph - WM7A	1
Control System	• Type 7A - HMISCU PLC	1
Touchscreen Displays	• 3.5" HMISCU	1
Surge Protection	• Standard Surge/Lightning Protection	1
Optical Devices	• Flow Signal Opto Coupler - For Sharing Signal	1
Remote Start Options	• Remote Start Relay - 24VAC/DC	1
Communication and RTUs	• WaterVision Cloud - AT&T - w/1YR Subscription	1
Electrical Enclosure	• Electrical Enclosure - 30x16x12 Alum Dead front	1
Station Heating	• WM Station Heater - 500W	1
WM Enclosures	• WM5000 Enclosure - No Paint	1
WM Enclosure Accessories	• WM Exhaust Fan	1
Documentation	• Operation & Maint Manual (English) - Electronic Copy	3
Ship Loose	• 5KVA Transformer and Load Center	1

Custom - Write In Option	•	Custom option piping on intake and discharge to fit existing	1

STANDARD EQUIPMENT FEATURES : (Included In Total Station Price)		
OPTION NO	**DESCRIPTION**	**QTY**
001-0000006	**Horizontal Centrifugal - Station Spec**	**1**
	• A variable speed Horizontal Centrifugal pump station shall be provided. The pump station shall include variable frequency drive speed control horizontal centrifugal pumps piping valves electrical panel base and all other features (where applicable as specified below). Station shall be designed to be installed either outside or inside a weather resistant building furnished by the owner as specified above. A formed and reinforced base platform will support all manifolding pumps motors and control panels to provide an integral unit ready to quickly install at the job site. Configuration of station inlet discharge power connections and layout/orientation of basic system components shall be indicated on the sales drawing. The station shall be completely assembled (where applicable) calibrated and subjected to a dynamic run test including safety check prior to breakdown and shipment to customer.	
005-0000003	**UL Listed - Packaged Pumping System**	**1**
	• The PUMP STATION shall be UL listed and meet or exceed UL specifications for a Packaged Pumping System. The station electrical control panel shall meet or exceed UL508A specifications for safety of industrial control panels. Panel shall be assembled and tested in a UL508A certified panel shop.	
005-0000006	**FCC Part #15 Subpart B - Radio Frequency Devices**	**1**
	• The station electrical control panel shall meet or exceed Federal Communications Commission (FCC) Part #15 Subpart B performance requirements for conducted and radiated emissions.	
010-0000004	**Paint Color - None (Sandstone Pipe)**	**1**
	• Pump station plumbing components shall be painted Watertronics SANDSTONE for maximum durability and resistance to corrosion. The paint system shall consist of a multi-step system including media blasting application of a rust prohibitive epoxy prime coat followed by a two part industrial grade ultraviolet resistant polyurethane finish having a total dry film thickness of not less than 5 mils. Each coat will be applied and baked for one half hour at 165 degrees F. Pump station components including base pipework discharge heads manifolds isolation and relief valves grooved clamps and supports shall be painted unless otherwise specified on sales drawing.	
102-0000002	**10HP HC Prem Efficiency Motor - 460V/3Ph**	**1**
	• A 10HP premium efficient (HC) horizontal centrifugal motor shall be provided. The motor shall be (ODP) open drip proof construction inverter ready rated with class F windings. The motor shall be sized properly for continuous operation of the pump at any point along the designed pump performance curve without exceeding the motors specified horsepower rating.	
115-0000001	**HC Motor Winding Heater**	**1**
	• A winding heater shall be installed inside the motor to reduce motor winding condensation and reduce winding failures due to internal arcing on VFD powered motors. One winding heater is required per motor.	
122-0000017	**Pump, Horizontal Centrifugal, 16BF 20-25HP, 3600RPM**	**1**
	• A single stage close coupled Horizontal Centrifugal pump shall be provided. The pump assembly shall be bolted directly to the motor face and be constructed of heavy duty cast iron with a single dynamically balanced bronze impeller. A mechanical carbon/ceramic motor shaft seal shall be provided for long life and maintenance free operation. A temperature sensor shall also be provided in the pump volute case to facilitate safety shut down of the pump under high temp conditions. The pump shall be selected specifically for the application by Watertronics to maximize performance and efficiency.	
145-0000013	**Discharge Header - 300 GPM**	**1**

- A pump discharge header assembly shall be provided for a maximum flow of 300GPM. The header assembly shall include a check valve butterfly valve and related pipework required to connect pump to discharge manifold or spool. The pipework shall be fabricated from A53 Grade B schedule 40 CARBON STEEL and painted per job specifications.

200-0000011	**Discharge Manifold - WM5000 3"**	**1**

- A custom fabricated discharge manifold shall be provided. The manifold shall be designed and fabricated by Watertronics to maximize flow and efficiency and to meet specific customer installation requirements. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. All discharge piping shall be Schedule 40. All welded flanges shall be forged steel slip-on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. The manifold assembly shall include a main discharge isolation valve, discharge pressure gauge, and transducer.

202-0000003	**Discharge Termination - WM5 - 3" GR x 3" FL**	**1**

- A steel 3" Groove X 3" Flange DISCHARGE termination shall be provided. The termination shall be custom fabricated for the application and shall be painted the station pipework color unless otherwise specified on the sales drawing. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 8" and above shall be a minimum of Schedule 10. Discharge piping 6" and smaller shall be Schedule 40. All welded flanges shall be forged steel slip-on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. A 1" blowout port shall be provided on the termination spool unless specified otherwise on the drawing.

250-0000001	**4" Isolation Valve**	**2**

- 4" Station Isolation Valve

280-0000001	**Data Industrial 220 Series Flowmeter, Brass**	**1**

- A high quality impeller style flow meter shall be provided to measure water flow with an accuracy of +/- 1%. full scale The flow meter housing shall be made of BRASS. The sensor electronics shall be fully sealed in epoxy potting suitable for indoor or outdoor installation.

291-0000002	**Low Inlet Pressure Transducer**	**1**

- An additional pressure transducer shall be provided in the intake manifold for monitoring incoming pressure on the intake of a booster station. The transducer shall be fully integrated into the control system and factory programmed to specific limits for the application. The control system shall function to shutdown and protect the pump system in the event of a sustained low inlet pressure condition.

300-0000009	**WM5000 3" Intake Manifold - Boost/Flood**	**1**

- A custom fabricated intake manifold shall be provided. The manifold shall be designed and fabricated by Watertronics to maximize flow and efficiency and to meet specific customer installation requirements. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 12" and larger shall be a minimum "Standard Wall" thickness. Discharge piping 10" and smaller shall be Schedule 40. All welded flanges shall be forged steel slip-on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. The manifold assembly shall include a intake isolation valve and bypass valve where applicable as well as an intake pressure gauge.

302-0000006	**Intake Termination - WM5 - 4" GR x 4" FL**	**1**

- A steel 4" Groove X 4" Flange INLET termination shall be provided. The termination shall be custom fabricated for the application and shall be painted the station pipework color unless otherwise specified on the sales drawing. All fabricated piping shall conform to ASTM specifications A53 for Grade B welded or seamless pipe. Discharge piping 8" and above shall be a minimum of Schedule 10. Discharge piping 6" and smaller shall be Schedule 40. All welded flanges shall be forged steel slip-on or weld neck type. All welded fittings shall be seamless conforming to ASTM Specification A234 with pressure rating not less than 150 psi. A 1" priming port shall be provided on the termination spool.

400-0000003	**Pump Station Base - WM5000 No Paint**	**1**
	• Pump station components shall be mounted on a formed aluminum base. The base material shall be 1/4" thick 5052-H32 aluminum sheet metal. Aluminum flat stock shall be welded on the underside of the base to maximize structural rigidity. Base shall have (eight) 8 lifting points (two at each corner) as well as through holes for forklift handling.	
410-0000003	**Anchor Kit - Watermax**	**1**
	• Four concrete wedge anchor bolts shall be provided for fastening a Watermax Base to a concrete slab.	
500-0000008	**Station Disconnect Switch - 30A Fused**	**1**
	• A 3-pole 30 amp maximum FUSED UL Listed main disconnect switch shall be provided. The disconnect switch shall include an operating handle mounted in the main electrical panel door that shall open all ungrounded conductors of the service entrance to the panel. The disconnect switch shall be mechanically interlocked to prevent access while the operating handle is in the ON position. The station disconnect switch shall be correctly sized for the maximum station load and shall meet all applicable NEC and UL508A requirements.	
520-0000098	**Variable Frequency Drive 10HP 380-480V/3ph - WM7A**	**1**
	• A high efficiency industrial grade 10HP variable frequency drive shall be provided. The VFD shall be specifically designed for water pumping applications and include a graphical control interface keypad. All internal printed circuit boards shall be conformal coated for long service life.	
600-0000006	**Type 7A - HMISCU PLC**	**1**
	• The control system uses an industrial grade PLC with custom programming, configured specifically for this project. Control logic is based on redundant design and interlocking of control devices for maximum safety and proper sequence of operation. The PLC shall have diagnostic LEDs for monitoring status of discrete inputs and outputs as well as a general PLC error feedback. The PLC shall contain RS485 and Ethernet communication ports for monitoring and programming purposes. The PLC will have a high speed counter clock and calendar function with year, month, hour, minute, and day of week.	
610-0000008	**3.5" HMISCU**	**1**
	• An industrial grade 3.5" (320x240) LCD touchscreen user interface shall be provided for setup, monitoring and diagnostic purposes, featuring: digital flow (GPM) and pressure (PSI) displays; both cumulative and resettable gallons pumped indicators; Pump ready/running status with elapsed run time display per pump; flow-based pressure regulation to match discharge pressure with irrigation demand; individual motor overload reporting; minute by minute data logging saved internally for historic and real time X-Y plotting of pump station operation; filter controls; alarm log; ability to change system parameters such as setpoint pressure time delays; fertigation graphic and control interface when sold with a Watertronics EZ Feed Injection Package. Life of the display shall be 50,000 hours. The display software shall be configured for the pump station features.	
630-0000001	**Standard Surge/Lightning Protection**	**1**
	• A Standard 40kA max impulse current rated surge protective device shall be provided on the incoming power connections to the station. The SPD shall utilize high energy solid state suppression circuitry to effectively protect electrical equipment from severe electrical disturbances. Diagnostic LEDs shall be provided on the device to indicate operational status of the device when powered.	
640-0000001	**Flow Signal Opto Coupler - For Sharing Signal**	**1**
	• An optical coupling device shall be provided for sharing of pump station flow signal with external customer control systems. The opto-coupler is rated for 3-30VDC (24VDC) nominal supply from customer control system and shall provide a minimum of 2500V isolation between station control system and external systems.	
650-0000001	**Remote Start Relay - 24VAC/DC**	**1**

- A 24VAC/DC remote start relay input shall be provided. The remote start relay shall effectively disable the pump station until the remote start relay coil is supplied 24VAC/DC power from an irrigation controller or other external power source provided by customer. When power is removed from the relay the station will become disabled and safely shutdown returning to off status.

680-0000009	**WaterVision Cloud - AT&T - w/1YR Subscription**	**1**

- WaterVision Cloud - AT&T network CELLULAR remote pump system monitoring package shall be provided. The system includes all hardware software and 1 YEAR SUBSCRIPTION for connection of a single pump station to the WaterVision Cloud Network via a cellular connection. The system shall allow customer to remotely monitor the pump station and the customer's other WaterVision Cloud enabled pump stations on the same property or multiple properties at any time from a cell phone tablet PC or other web based device. The system shall also allow control of the pump station including enable/disable and reset of alarms. The communication hardware will accept up to eight additional CHOICE CARD inputs. The WaterVision Cloud system is also expandable through connection of additional WaterVision Cloud enabled pump systems. Additional hardware is required for system expansion. Subscription may be renewed in future years for low annual fee approximatley $450/year. Contact PSN for future subscription pricing.

750-0000029	**Electrical Enclosure - 30x16x12 Alum Dead front**	**1**

- A DEADFRONT heavy duty industrial grade 30Hx16Wx12D UL Listed NEMA 4 outdoor rated enclosure shall be provided to protect electrical control system components. The enclosure shall be custom built to Watertronics specifications specifically for water pumping applications and shall be fabricated of no less than 1/8" 5052 ALUMINUM. The enclosure shall be provided with heavy duty integral hinges with lift off doors, heavy duty key lockable door handles, continuously welded seams, mechanical interlocks, and drip shield. Electrical controls shall be mounted on internal dead front panels not accessible without unlocking outer enclosure doors. The electrical component back panel shall be galvanized steel for superior EMC performance.

780-0000004	**WM Station Heater - 500W**	**1**

- A surface mounted 500W - 120V industrial convection heater shall be provided. The unit shall include a temperature control range of 40 - 70F. The temperature control shall be user adjustable with a mechanical selector dial.

920-0000002	**WM5000 Enclosure - No Paint**	**1**

- The pump station enclosure shall be totally enclosed by a modular enclosure constructed of Marine Grade 5052 Aluminum with fan forced cooling. The enclosure shall enclose the entire pump station on top of the base, provide a lockable access lid and removable front louvre panel for access to the pump station equipment as well as an exterior mounted control panel as indicated on the sales drawing.

921-0000004	**WM Exhaust Fan**	**1**

- An additional exhaust fan shall be provided to ensure sufficient cooling for the pump station.

975-0000001	**Operation & Maint Manual (English) - Electronic Copy**	**3**

- A detailed OPERATION and MAINTENANCE manual shall be provided detailing basic system operation alarms general maintenance procedures and use of the operator interface. The manual shall be in English and provided in electronic format.

998-0000046	**5KVA Transformer and Load Center**	**1**

- Ship Loose - 5KVA Transformer and Load Center

999-0000001	**Custom option piping on intake and discharge to fit existing**	**1**

- Custom option piping on intake and discharge to fit existing - existing piping need to be cut

PUMP STATION PRICE (INCLUDES ALL STANDARD EQUIPMENT FEATURES) U.S. Dollars Only	$46,836.00
Domestic US Freight from Factory to Job Site: FOB Factory	INCLUDED
Off Load & Setup Supervision:	NOT INCLUDED
Crane To Off-Load and Set Pump Station:	NOT INCLUDED
Start-Up:	NOT INCLUDED
Warranty - (Including Parts and Labor)	2 YR STANDARD
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Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 11. **File #:** RES 2025-081

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Michael J. Hyman, Town Attorney

Resolution Consenting to the Dissolution of Lanterns Metropolitan District Nos. 4 and 5

Executive Summary

The respective Boards of Directors (the "Boards") of Lanterns Metropolitan District Nos. 4-5 ("District Nos. 4-5") have determined it is in the best interests of District Nos. 4-5 to file a Petition for Dissolution with the Douglas County District Court pursuant to Section 32-1-701, *et seq.*, C.R.S.

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

Lanterns Metropolitan District Nos 1-5 (the "Districts") were approved by resolution of the Town Council of the Town of Castle Rock (the "Town") on August 21, 2018, and subsequently created by an Order and Decree of the Douglas County District Court

Discussion

According to the Districts' Service Plan, Lanterns Metropolitan District Nos. 1-3 ("District Nos. 1-3") are authorized to implement the Districts' Capital Plan and Financial Plan within their respective boundaries, while District Nos. 4-5 are authorized to provide operations and maintenance services to the Districts' Service Area. Since the approval of the Service Plan, operations and maintenance services to the Service Area are being provided by two different homeowners associations. as a result, District Nos. 4-5 are not now and do not anticipate in the future providing any operations and maintenance services.

Section 32-1-704(3)(b), C.R.S., provides that a district court may enter an order dissolving a metropolitan district without an election if: (i) the district lies wholly within the corporate limits of a municipality, (ii) the district has no financial obligations or outstanding bonds, and (iii) the district's board and the governing body of the municipality consent to the dissolution. District Nos. 4-5 lie wholly within the corporate limits of the Town, do not have any outstanding bonds, indebtedness, or other financial obligations, and the Boards have consented to the dissolution. In addition, the dissolution of District Nos. 4-5 will allow their constituents to save the costs associated with their

ongoing administration.

Staff Recommendation

Town Staff recommends that the Town Council adopt a resolution consenting to the dissolution of District Nos. 4-5.

Proposed Motion

“I move to approve the resolution as introduced by title.”

Attachments

Resolution
Letter to Castle Rock
Presentation

RESOLUTION NO. 2025-081

A RESOLUTION CONSENTING TO THE DISSOLUTION OF LANTERNS METROPOLITAN DISTRICT NOS. 4 AND 5

WHEREAS, Lanterns Metropolitan District Nos 1-5 (the "Districts") were approved by resolution of the Town Council of the Town of Castle Rock (the "Town") on August 21, 2018, and subsequently created by an Order and Decree of the Douglas County District Court; and

WHEREAS, according to the Districts' Service Plan, Lanterns Metropolitan District Nos. 1-3 ("District Nos. 1-3") are authorized to implement the Districts' Capital Plan and Financial Plan within their respective boundaries, while Lanterns Metropolitan District Nos. 4-5 ("District Nos. 4-5") are authorized to provide operations and maintenance services to the Districts' Service Area; and

WHEREAS, since the approval of the Service Plan, operations and maintenance services to the Service Area are being provided by two different homeowners associations; and

WHEREAS, as a result, District Nos. 4-5 are not now and do not anticipate in the future providing any operations and maintenance services; and

WHEREAS, the respective Boards of Directors of District Nos. 4-5 (the "Boards") have determined it is in the best interests of District Nos. 4-5 to file a Petition for Dissolution with the Douglas County District Court pursuant to Section 32-1-701, et seq., C.R.S.; and

WHEREAS, Section 32-1-704(3)(b), C.R.S., provides that a district court may enter an order dissolving a metropolitan district without an election if: (i) the district lies wholly within the corporate limits of a municipality, (ii) the district has no financial obligations or outstanding bonds, and (iii) the district's board and the governing body of the municipality consent to the dissolution; and

WHEREAS, District Nos. 4-5 lie wholly within the corporate limits of the Town; and

WHEREAS, District Nos. 4-5 do not have any outstanding bonds, indebtedness, or other financial obligations; and

WHEREAS, the Boards have consented to the dissolution; and

WHEREAS, the dissolution of District Nos. 4-5 is in the best interest of their property owners, as dissolution will allow them to save the costs associated with the ongoing administration of District Nos. 4-5; and

WHEREAS, the Town Council is in receipt of and has reviewed such documentation as it deems necessary and is supportive of the dissolution of District Nos. 4-5.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Findings**. The Town Council hereby adopts as findings and determinations the recitals stated above.

Section 2. **Consent**. Pursuant to and in accordance with Section 32-1-704(3)(b), C.R.S., the Town Council hereby consents to the dissolution of District Nos. 4-5.

Section 3. **Authorization**. The Dissolution of District Nos. 4-5 is hereby approved.

PASSED, APPROVED AND ADOPTED on first and final reading this 15th day of July, 2025, by the Town Council of the Town of Castle Rock by a vote of ____ for and ____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Trish Muller, CPA, Finance Director

Megan J. Murphy
Shareholder

303-858-1800
mmurphy@wbapc.com

June 29, 2025

VIA EMAIL
Town of Castle Rock
Town Attorney
Mr. Michael Hyman, Esq.
MHyman@crgov.com

Re: Lanterns Metropolitan District No. 4
Lanterns Metropolitan District No. 5
Request to Adopt Resolution Consenting to Dissolution

Dear Mr. Hyman:

WBA Local Government Law serves as general counsel to Lanterns Metropolitan District No. 4 ("**District No. 4**") and Lanterns Metropolitan District No. 5 ("**District No. 5**" and together with District No. 4 the "**Districts**"). I am writing today to request the Town Council for the Town of Castle Rock, Colorado (the "**Town Council**") adopt a Resolution Consenting to the Dissolution of the Districts.

By way of background, Lanterns Metropolitan District No. 1 ("**District No. 1**"), Lanterns Metropolitan District No. 2 ("**District No. 2**"), and Lanterns Metropolitan District No. 3 ("**District No. 3**" and together with District No. 1 and District No. 2, "**District Nos. 1-3**"), District No. 4, and District No. 5 all serve the Montaine community within the Town of Castle Rock, Colorado (the "**Town**"). District No. 1, District No. 2, District No. 3, and the Districts operate pursuant to a Second Amended and Restated Service Plan for Lanterns Metropolitan District No. 1, First Amended and Restated Service Plan for Lanterns Metropolitan District No. 2, First Amended and Restated Service Plan for Lanterns Metropolitan District No. 3, Service Plan for Lanterns Metropolitan District No. 4, and Service Plan for Lanterns Metropolitan District No. 5 approved by the Town Council on August 21, 2018 (the "**Service Plan**"). Capitalized terms that are not defined herein shall have the meaning given to them in the Service Plan.

Pursuant to the Service Plan, District Nos. 1-3 are authorized to implement the Capital Plan and Financial Plan within their respective boundaries and District No. 4 and District No. 5 were organized to provide operations and maintenance services to the Service Area and will function as overlay districts that will share boundaries with District Nos. 1-3. Since the approval of the Service Plan, District Nos. 1-3 have each issued debt and the operations and maintenance services to the Service Area is being provided by two different homeowners associations. The Districts are not now and do not anticipate in the future providing any operations and maintenance services.

At the election held on May 6, 2025, residents of the Districts were elected to the Boards of Directors and after discussion the Boards have each determined to dissolve District No. 4 and District No. 5 pursuant to §§ 32-1-701, *et seq*., C.R.S. Enclosed with this letter is a Resolution Approving the Dissolution of District No. 4 and a Resolution Approving the Dissolution of District No. 5.

Pursuant to § 32-1-704(3)(b), C.R.S. an order dissolving a special district may be entered without an election if the special district lies wholly within the corporate limits of a municipality, if the special district has no financial obligations or outstanding bonds, and if the special district board and the governing body of the municipality consent to the dissolution.

The boundaries of the Districts are entirely within the boundaries of the Town, the Districts do not have any financial obligations or outstanding bonds, and the Boards of Directors of the Districts have adopted resolutions consenting to their respective dissolution. The missing piece to satisfy the statutory requirements for dissolution of the Districts is a Resolution Consenting to the Dissolution to be adopted by the Town Council.

Please let me know if there is any additional information I can provide to assist with this request.

Sincerely,

WBA LOCAL GOVERNMENT LAW

Megan J. Murphy
Shareholder

Enclosures

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
LANTERNS METROPOLITAN DISTRICT NO. 4

Approving the Dissolution of the Lanterns Metropolitan District No. 4

WHEREAS, Lanterns Metropolitan District No. 4 (the "**District**") was duly and validly organized pursuant to an order and decree of the District Court of Douglas County, Colorado as a metropolitan district in accordance with all applicable law; and

WHEREAS, the District's boundaries are located wholly within the Town of Castle Rock (the "**Town**") and are more particularly described and set forth in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the District operates pursuant to a Second Amended and Restated Service Plan for Lanterns Metropolitan District No. 1, First Amended and Restated Service Plan for Lanterns Metropolitan District No. 2, First Amended and Restated Service Plan for Lanterns Metropolitan District No. 3, Service Plan for Lanterns Metropolitan District No. 4, and Service Plan for Lanterns Metropolitan District No. 5 as approved by the Town Council on August 21, 2018 (the "**Service Plan**"); and

WHEREAS, defined terms used herein shall have the meaning given to them in the Service Plan unless the context indicates otherwise; and

WHEREAS, pursuant to the Service Plan, Lanterns Metropolitan District Nos. 1-3 ("**District Nos. 1-3**") are authorized to implement the Capital Plan and Financial Plan within their respective boundaries and the District and Lanterns Metropolitan District No. 5 ("**District No. 5**") were organized to provide operations and maintenance services to the Service Area and will function as overlay districts that will share boundaries with District Nos. 1-3; and

WHEREAS, since the approval of the Service Plan, District Nos. 1-3 have each issued debt and the operations and maintenance services to the Service Area is being provided by two different homeowners associations; and

WHEREAS, at the election held on May 6, 2025, residents of the District were elected to the Board of Directors and after discussion the Board has determined to dissolve the District pursuant to §§ 32-1-701, *et seq*., C.R.S.; and

WHEREAS, the District and District No. 5 are not currently providing any operations and maintenance services and there is no plan for the District or District No. 5 to provide operations and maintenance service in the future; and

WHEREAS, because the District provides no facilities or services and has no outstanding financial obligations, there is no need for the District to continue in existence; and

WHEREAS, the District's accountant has confirmed that the District has no financial

obligations and will provide a certificate confirming this position for filing with the District Court for Douglas County; and

WHEREAS, the costs associated with maintaining the District in compliance with Colorado law far exceed the benefits it provides and far exceed its revenue raising abilities to cover those costs; and

WHEREAS, pursuant to § 32-1-701(1), C.R.S., whenever the majority of all of the members of the board deem it to be in the best interests of the district that it be dissolved, the board may file a petition for dissolution with the court; and

WHEREAS, § 32-1-704(3)(b), C.R.S., provides that an order dissolving a special district may be entered without an election if the special district lies wholly within the county, if the special district has no financial obligations or outstanding bonds, and if the special district board and the governing body of the municipality to the dissolution; and

WHEREAS, for the reasons set forth herein, the majority of all of the members of the Board deem it to be in the best interest of the District to dissolve.

NOW, THEREFORE, it is hereby RESOLVED by the Board as follows:

1. Pursuant to and in accordance with § 32-1-701(1), C.R.S., a majority of all of the members of the Board deem it to be in the best interests of the District that the District be dissolved.

2. The District's general counsel, WBA LOCAL GOVERNMENT LAW, is hereby directed to prepare a petition and plan for dissolution pursuant to § 32-1-702(1), C.R.S., to file such petition with the District Court in and for Douglas County, Colorado, and to prepare all other documentation and undertake all actions necessary for the dissolution of the District pursuant to Colorado law, including but not limited to, requesting the Town's consent to the dissolution of the District, pursuant to § 32-1-704(3)(b), C.R.S.

3. The District's accountant is hereby directed to prepare a current financial statement of the District and a plan for final disposition of assets of the District and for payment of the financial obligations of the District, and to assist the District's general counsel in the preparation of all other documentation and undertake all actions necessary for the dissolution of the District pursuant to Colorado law.

4. The President and/or any other officer of the Board shall have the power and authority to execute all documents necessary to effectuate the District's dissolution and any officer shall have the power and authority to attest to such execution. Such documents shall include, without limitation, a financial certificate demonstrating that the District has no financial obligations or outstanding bonds, and all documents necessary for the final disposition of the District's assets.

5. Upon dissolution, the District's Board of Directors shall immediately and permanently dissolve and none of the members thereof shall continue in office.

[Remainder of page intentionally left blank.]

ADOPTED THIS 12th DAY OF JUNE, 2025.

LANTERNS METROPOLITAN DISTRICT NO. 4

Daniel D. Flood (Jun 17, 2025 18:06 MDT)

Officer of the District

ATTEST:

Allison O'Keeffe (Jun 17, 2025 09:26 MDT)

EXHIBIT A

District Boundaries

LEGAL DESCRIPTION – THE LANTERNS METROPOLITAN DISTRICT NO. 4

A PARCEL OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, AND A PART OF SECTION 26 AND A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 26 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT TO BEAR SOUTH 89°50'08" EAST, 2627.39 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 89°50'08" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 2627.39 FEET TO A POINT BEING THE NORTH QUARTER CORNER OF SAID SECTION 26;

THENCE SOUTH 89°49'35" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 26, A DISTANCE OF 2626.93 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID SECTION 26;

THENCE SOUTH 00°31'13" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2650.59 FEET TO A POINT BEING THE EAST QUARTER CORNER OF SAID SECTION 26;

THENCE SOUTH 00°29'22" EAST, A DISTANCE OF 704.27 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 208.68 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 365.50 FEET, A CENTRAL ANGLE OF 21°14'27", AN ARC LENGTH OF 135.50 FEET, THE CHORD OF WHICH BEARS NORTH 79°22'47" WEST, 134.72 FEET;

THENCE SOUTH 46°10'57" WEST, A DISTANCE OF 149.82 FEET;

THENCE SOUTH 75°22'14" WEST, A DISTANCE OF 475.60 FEET;

THENCE NORTH 14°37'46" WEST, A DISTANCE OF 344.87 FEET;

THENCE NORTH 44°57'41" WEST, A DISTANCE OF 182.08 FEET;

THENCE NORTH 18°18'43" WEST, A DISTANCE OF 188.59 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 587.50 FEET, A CENTRAL ANGLE OF 10°57'07", AN ARC LENGTH OF 112.30 FEET, THE CHORD OF WHICH BEARS NORTH 12°50'10" WEST, 112.13 FEET;

THENCE NORTH 07°21'36" WEST, A DISTANCE OF 176.84 FEET;

THENCE SOUTH 85°14'20" WEST, A DISTANCE OF 591.45 FEET;

THENCE SOUTH 83°57'52" WEST, A DISTANCE OF 110.25 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 24°03'17", AN ARC LENGTH OF 178.43 FEET, THE CHORD OF WHICH BEARS NORTH 84°00'29" WEST, 177.12 FEET;

THENCE NORTH 71°58'50" WEST, A DISTANCE OF 312.96 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 518.50 FEET, A CENTRAL ANGLE OF 10°28'41", AN ARC LENGTH OF 94.82 FEET, THE CHORD OF WHICH BEARS NORTH 66°44'30" WEST, 94.69 FEET;

THENCE NORTH 61°30'09" WEST, A DISTANCE OF 157.93 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 46°57'36", AN ARC LENGTH OF 213.10 FEET, THE CHORD OF WHICH BEARS NORTH 84°58'58" WEST, 207.18 FEET;

THENCE SOUTH 71°32'14" WEST, A DISTANCE OF 61.48 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 47°36'51", AN ARC LENGTH OF 511.08 FEET, THE CHORD OF WHICH BEARS NORTH 84°39'20" WEST, 496.50 FEET;

THENCE NORTH 60°50'55" WEST, A DISTANCE OF 296.46 FEET;

THENCE NORTH 60°50'55" WEST, A DISTANCE OF 318.39 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 399.00 FEET, A CENTRAL ANGLE OF 29°09'05", AN ARC LENGTH OF 203.01 FEET, THE CHORD OF WHICH BEARS NORTH 75°25'27" WEST, 200.82 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 47.34 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1240.00 FEET, A CENTRAL ANGLE OF 10°06'36", AN ARC LENGTH OF 218.80 FEET, THE CHORD OF WHICH BEARS SOUTH 84°56'42" WEST, 218.52 FEET TO A POINT ON A CURVE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 45°26'29", AN ARC LENGTH OF 368.79 FEET, THE CHORD OF WHICH BEARS NORTH 77°23'21" WEST, 359.20 FEET;

THENCE NORTH 54°40'06" WEST, A DISTANCE OF 474.85 FEET;

THENCE NORTH 49°40'31" WEST, A DISTANCE OF 474.12 FEET;

THENCE NORTH 52°09'00" WEST, A DISTANCE OF 133.56 FEET;

THENCE NORTH 72°42'41" WEST, A DISTANCE OF 513.21 FEET;

THENCE NORTH 17°37'19" EAST, A DISTANCE OF 1776.72 FEET;

THENCE NORTH 57°07'28" EAST, A DISTANCE OF 178.31 FEET;

THENCE SOUTH 43°40'17" EAST, A DISTANCE OF 159.51 FEET;

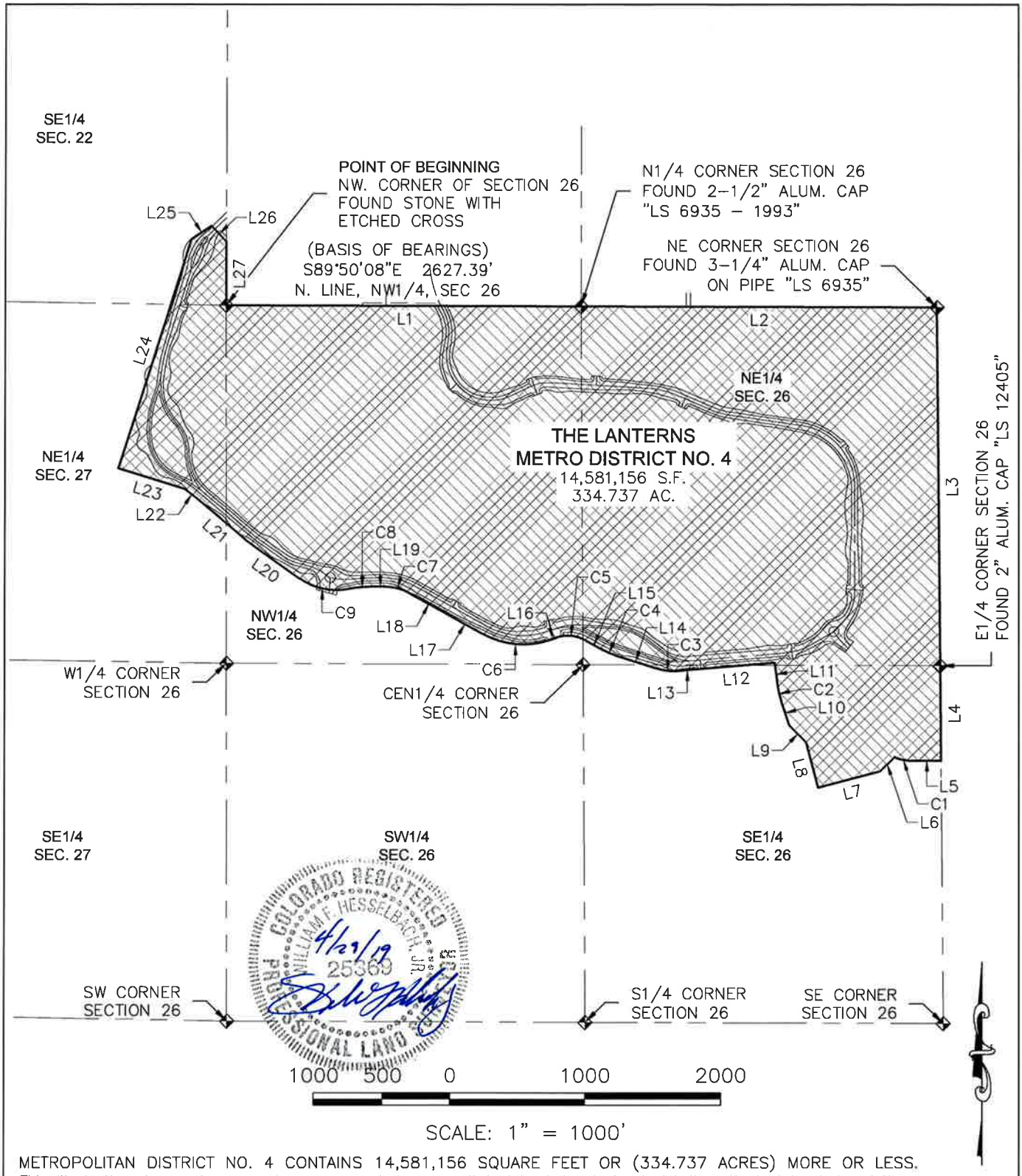
THENCE SOUTH 00°09'41" WEST, A DISTANCE OF 469.14 FEET TO THE **POINT OF BEGINNING**,

SAID LANTERNS METROPOLITAN DISTRICT NO. 4 CONTAINING A CALCULATED AREA OF 14,581,156 SQUARE FEET OR 334.737 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



METROPOLITAN DISTRICT NO. 4 CONTAINS 14,581,156 SQUARE FEET OR (334.737 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

COLORADO REGISTERED
WILLIAM F. HESSELBACH, JR.
4/23/19
25369
PROFESSIONAL LAND SURVEYOR

THE LANTERNS METROPOLITAN DISTRICT NO. 4

BOUNDARY EXHIBIT

CVL CONSULTANTS
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

SHEET 1 OF 2

DATE: MARCH 19, 2018

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S89°50'08"E	2627.39'
L2	S89°49'35"E	2626.93'
L3	S00°31'13"E	2650.59'
L4	S00°29'22"E	704.27'
L5	N90°00'00"W	208.68'
L6	S46°10'57"W	149.82'
L7	S75°22'14"W	475.60'
L8	N14°37'46"W	344.87'
L9	N44°57'41"W	182.08'
L10	N18°18'43"W	188.59'
L11	N07°21'36"W	176.84'
L12	S85°14'20"W	591.45'
L13	S83°57'52"W	110.25'
L14	N71°58'50"W	312.96'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L15	N61°30'09"W	157.93'
L16	S71°32'14"W	61.48'
L17	N60°50'55"W	296.46'
L18	N60°50'55"W	318.39'
L19	N90°00'00"W	47.34'
L20	N54°40'06"W	474.85'
L21	N49°40'31"W	474.12'
L22	N52°09'00"W	133.56'
L23	N72°42'41"W	513.21'
L24	N17°37'19"E	1776.72'
L25	N57°07'28"E	178.31'
L26	S43°40'17"E	159.51'
L27	S00°09'41"W	469.14'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	365.50'	21°14'27"	135.50'	N79°22'47"W	134.72'
C2	587.50'	10°57'07"	112.30'	N12°50'10"W	112.13'
C3	425.00'	24°03'17"	178.43'	N84°00'29"W	177.12'
C4	518.50'	10°28'41"	94.82'	N66°44'30"W	94.69'
C5	260.00'	46°57'36"	213.10'	N84°58'58"W	207.18'
C6	615.00'	47°36'51"	511.08'	N84°39'20"W	496.50'
C7	399.00'	29°09'05"	203.01'	N75°25'27"W	200.82'
C8	1240.00'	10°06'36"	218.80'	S84°56'42"W	218.52'
C9	465.00'	45°26'29"	368.79'	N77°23'21"W	359.20'

THE LANTERNS
METROPOLITAN DISTRICT NO. 4

BOUNDARY EXHIBIT

CVL CONSULTANTS
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

SHEET 2 OF 2

DATE: MARCH 19, 2018

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
LANTERNS METROPOLITAN DISTRICT NO. 5

Approving the Dissolution of the Lanterns Metropolitan District No. 5

WHEREAS, Lanterns Metropolitan District No. 5 (the "**District**") was duly and validly organized pursuant to an order and decree of the District Court of Douglas County, Colorado as a metropolitan district in accordance with all applicable law; and

WHEREAS, the District's boundaries are located wholly within the Town of Castle Rock (the "**Town**") and are more particularly described and set forth in **Exhibit A**, attached hereto and incorporated herein by this reference; and

WHEREAS, the District operates pursuant to a Second Amended and Restated Service Plan for Lanterns Metropolitan District No. 1, First Amended and Restated Service Plan for Lanterns Metropolitan District No. 2, First Amended and Restated Service Plan for Lanterns Metropolitan District No. 3, Service Plan for Lanterns Metropolitan District No. 4, and Service Plan for Lanterns Metropolitan District No. 5 as approved by the Town Council on August 21, 2018 (the "**Service Plan**"); and

WHEREAS, defined terms used herein shall have the meaning given to them in the Service Plan unless the context indicates otherwise; and

WHEREAS, pursuant to the Service Plan, Lanterns Metropolitan District Nos. 1-3 ("**District Nos. 1-3**") are authorized to implement the Capital Plan and Financial Plan within their respective boundaries and Lanterns Metropolitan District No. 4 ("**District No. 4**") and the District were organized to provide operations and maintenance services to the Service Area and will function as overlay districts that will share boundaries with District Nos. 1-3; and

WHEREAS, since the approval of the Service Plan, District Nos. 1-3 have each issued debt and the operations and maintenance services to the Service Area is being provided by two different homeowners associations; and

WHEREAS, at the election held on May 6, 2025, residents of the District were elected to the Board of Directors and after discussion the Board has determined to dissolve the District pursuant to §§ 32-1-701, *et seq*., C.R.S.; and

WHEREAS, District No. 4 and the District are not currently providing any operations and maintenance services and there is no plan for District No. 4 or the District to provide operations and maintenance service in the future; and

WHEREAS, because the District provides no facilities or services and has no outstanding financial obligations, there is no need for the District to continue in existence; and

WHEREAS, the District's accountant has confirmed that the District has no financial

obligations and will provide a certificate confirming this position for filing with the District Court for Douglas County; and

WHEREAS, the costs associated with maintaining the District in compliance with Colorado law far exceed the benefits it provides and far exceed its revenue raising abilities to cover those costs; and

WHEREAS, pursuant to § 32-1-701(1), C.R.S., whenever the majority of all of the members of the board deem it to be in the best interests of the district that it be dissolved, the board may file a petition for dissolution with the court; and

WHEREAS, § 32-1-704(3)(b), C.R.S., provides that an order dissolving a special district may be entered without an election if the special district lies wholly within the county, if the special district has no financial obligations or outstanding bonds, and if the special district board and the governing body of the municipality to the dissolution; and

WHEREAS, for the reasons set forth herein, the majority of all of the members of the Board deem it to be in the best interest of the District to dissolve.

NOW, THEREFORE, it is hereby RESOLVED by the Board as follows:

1. Pursuant to and in accordance with § 32-1-701(1), C.R.S., a majority of all of the members of the Board deem it to be in the best interests of the District that the District be dissolved.

2. The District's general counsel, WBA LOCAL GOVERNMENT LAW, is hereby directed to prepare a petition and plan for dissolution pursuant to § 32-1-702(1), C.R.S., to file such petition with the District Court in and for Douglas County, Colorado, and to prepare all other documentation and undertake all actions necessary for the dissolution of the District pursuant to Colorado law, including but not limited to, requesting the Town's consent to the dissolution of the District, pursuant to § 32-1-704(3)(b), C.R.S.

3. The District's accountant is hereby directed to prepare a current financial statement of the District and a plan for final disposition of assets of the District and for payment of the financial obligations of the District, and to assist the District's general counsel in the preparation of all other documentation and undertake all actions necessary for the dissolution of the District pursuant to Colorado law.

4. The President and/or any other officer of the Board shall have the power and authority to execute all documents necessary to effectuate the District's dissolution and any officer shall have the power and authority to attest to such execution. Such documents shall include, without limitation, a financial certificate demonstrating that the District has no financial obligations or outstanding bonds, and all documents necessary for the final disposition of the District's assets.

5. Upon dissolution, the District's Board of Directors shall immediately and permanently dissolve and none of the members thereof shall continue in office.

[Remainder of page intentionally left blank.]

ADOPTED THIS 12th DAY OF JUNE, 2025.

LANTERNS METROPOLITAN DISTRICT NO. 5

Beverly Kennedy
Beverly Kennedy (Jun 17, 2025 16:48 MDT)

Officer of the District

ATTEST:

Thomas John Harrison
Thomas John Harrison (Jun 24, 2025 15:01 MDT)

1604.1900;

EXHIBIT A

District Boundaries

LEGAL DESCRIPTION – THE LANTERNS METROPOLITAN DISTRICT NO. 5

A PARCEL OF LAND BEING A PART OF SECTION 26 AND A PART OF THE EAST HALF OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26 AND CONSIDERING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, BEING MONUMENTED AS SHOWN ON THE ATTACHED EXHIBIT TO BEAR SOUTH 89°50'08" EAST, 2627.39 FEET WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO;

THENCE SOUTH 33°26'58" WEST, A DISTANCE OF 1444.94 FEET TO A POINT BEING THE **POINT OF BEGINNING;**

THENCE SOUTH 72°42'41" EAST, A DISTANCE OF 513.21 FEET;

THENCE SOUTH 52°09'00" EAST, A DISTANCE OF 133.56 FEET;

THENCE SOUTH 49°40'31" EAST, A DISTANCE OF 474.12 FEET;

THENCE SOUTH 54°40'06" EAST, A DISTANCE OF 474.85 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 465.00 FEET, A CENTRAL ANGLE OF 45°26'29", AN ARC LENGTH OF 368.79 FEET, THE CHORD OF WHICH BEARS SOUTH 77°23'21" EAST, 359.20 FEET TO A POINT OF REVERSE CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1240.00 FEET, A CENTRAL ANGLE OF 10°06'36", AN ARC LENGTH OF 218.80 FEET, THE CHORD OF WHICH BEARS NORTH 84°56'42" EAST, 218.52 FEET;

THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 47.34 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 399.00 FEET, A CENTRAL ANGLE OF 29°09'05", AN ARC LENGTH OF 203.01 FEET, THE CHORD OF WHICH BEARS SOUTH 75°25'27" EAST, 200.82 FEET;

THENCE SOUTH 60°50'55" EAST, A DISTANCE OF 318.39 FEET;

THENCE SOUTH 60°50'55" EAST, A DISTANCE OF 296.46 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 615.00 FEET, A CENTRAL ANGLE OF 47°36'51", AN ARC LENGTH OF 511.08 FEET, THE CHORD OF WHICH BEARS SOUTH 84°39'20" EAST, 496.50 FEET;

THENCE NORTH 71°32'14" EAST, A DISTANCE OF 61.48 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 46°57'36", AN ARC LENGTH OF 213.10 FEET, THE CHORD OF WHICH BEARS SOUTH 84°58'58" EAST, 207.18 FEET;

THENCE SOUTH 61°30'09" EAST, A DISTANCE OF 157.93 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 518.50 FEET, A

CENTRAL ANGLE OF 10°28'41", AN ARC LENGTH OF 94.82 FEET, THE CHORD OF WHICH BEARS SOUTH 66°44'30" EAST, 94.69 FEET;

THENCE SOUTH 71°58'50" EAST, A DISTANCE OF 312.96 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 24°03'17", AN ARC LENGTH OF 178.43 FEET, THE CHORD OF WHICH BEARS SOUTH 84°00'29" EAST, 177.12 FEET;

THENCE NORTH 83°57'52" EAST, A DISTANCE OF 110.25 FEET;

THENCE NORTH 85°14'20" EAST, A DISTANCE OF 591.45 FEET;

THENCE SOUTH 07°21'36" EAST, A DISTANCE OF 176.84 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 587.50 FEET, A CENTRAL ANGLE OF 10°57'07", AN ARC LENGTH OF 112.30 FEET, THE CHORD OF WHICH BEARS SOUTH 12°50'10" EAST, 112.13 FEET;

THENCE SOUTH 18°18'43" EAST, A DISTANCE OF 188.59 FEET;

THENCE SOUTH 44°57'41" EAST, A DISTANCE OF 182.08 FEET;

THENCE SOUTH 14°37'46" EAST, A DISTANCE OF 344.87 FEET;

THENCE NORTH 86°31'36" WEST, A DISTANCE OF 698.89 FEET;

THENCE SOUTH 32°30'10" WEST, A DISTANCE OF 376.39 FEET;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 619.94 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 255.88 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.50 FEET, A CENTRAL ANGLE OF 92°53'18", AN ARC LENGTH OF 547.16 FEET, THE CHORD OF WHICH BEARS SOUTH 47°00'19" WEST, 489.18 FEET TO A POINT OF TANGENCY;

THENCE NORTH 86°33'02" WEST, A DISTANCE OF 254.21 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 25°51'16", AN ARC LENGTH OF 191.78 FEET, THE CHORD OF WHICH BEARS NORTH 73°38'00" WEST, 190.16 FEET TO A POINT OF CUSP;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 337.50 FEET, A CENTRAL ANGLE OF 39°42'49", AN ARC LENGTH OF 233.93 FEET, THE CHORD OF WHICH BEARS NORTH 87°54'22" WEST, 229.28 FEET;

THENCE NORTH 68°02'57" WEST, A DISTANCE OF 569.40 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 462.50 FEET, A CENTRAL ANGLE OF 17°38'46", AN ARC LENGTH OF 142.44 FEET, THE CHORD OF WHICH BEARS NORTH 76°52'20" WEST, 141.88 FEET;

THENCE NORTH 85°41'43" WEST, A DISTANCE OF 185.99 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 387.50 FEET, A CENTRAL ANGLE OF 34°35'55", AN ARC LENGTH OF 234.00 FEET, THE CHORD OF WHICH BEARS NORTH 68°23'45" WEST, 230.46 FEET TO A POINT OF NON-TANGENCY;

THENCE SOUTH 04°18'17" WEST, A DISTANCE OF 143.43 FEET;

THENCE SOUTH 67°30'00" WEST, A DISTANCE OF 621.51 FEET;

THENCE NORTH 90°00'00" WEST, A DISTANCE OF 974.68 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 336.58 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 369.90 FEET;

THENCE NORTH 45°00'00" WEST, A DISTANCE OF 614.10 FEET;

THENCE NORTH 10°38'37" EAST, A DISTANCE OF 1653.06 FEET;

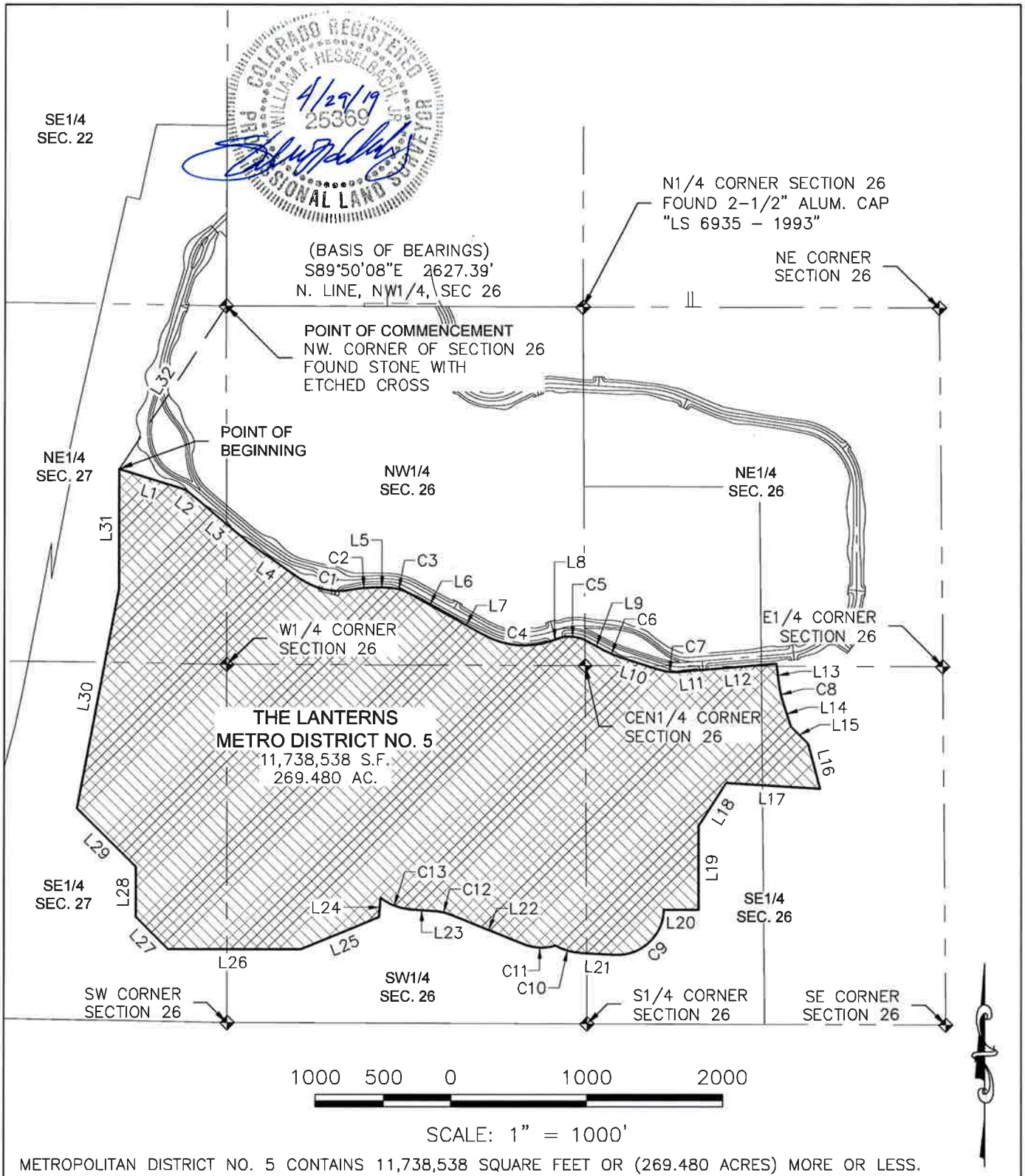
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 885.23 FEET TO THE **POINT OF BEGINNING**,

SAID LANTERNS METROPOLITAN DSITRICT NO. 5 CONTAINING A CALCULATED AREA OF 11,738,538 SQUARE FEET OR 269.480 ACRES, MORE OR LESS.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

I, WILLIAM F. HESSELBACH JR., A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

WILLIAM F. HESSELBACH JR., P.L.S. 25369
FOR AND ON BEHALF OF
CVL CONSULTANTS OF COLORADO, INC.
10333 E. DRY CREEK ROAD, SUITE 240
ENGLEWOOD, CO 80112



METROPOLITAN DISTRICT NO. 5 CONTAINS 11,738,538 SQUARE FEET OR (269.480 ACRES) MORE OR LESS.
This illustration does not represent a monumented survey. It is intended only to depict the attached legal description.

THE LANTERNS METROPOLITAN DISTRICT NO. 5

BOUNDARY EXHIBIT

CVL CONSULTANTS
10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

SHEET 1 OF 2

DATE: MARCH 19, 2018

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S72°42'41"E	513.21'
L2	S52°09'00"E	133.56'
L3	S49°40'31"E	474.12'
L4	S54°40'06"E	474.85'
L5	S90°00'00"E	47.34'
L6	S60°50'55"E	318.39'
L7	S60°50'55"E	296.46'
L8	N71°32'14"E	61.48'
L9	S61°30'09"E	157.93'
L10	S71°58'50"E	312.96'
L11	N83°57'52"E	110.25'
L12	N85°14'20"E	591.45'
L13	S07°21'36"E	176.84'
L14	S18°18'43"E	188.59'
L15	S44°57'41"E	182.08'
L16	S14°37'46"E	344.87'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L17	N86°31'36"W	698.89'
L18	S32°30'10"W	376.39'
L19	S00°00'00"E	619.94'
L20	N90°00'00"W	255.88'
L21	N86°33'02"W	254.21'
L22	N68°02'57"W	569.40'
L23	N85°41'43"W	185.99'
L24	S04°18'17"W	143.43'
L25	S67°30'00"W	621.51'
L26	N90°00'00"W	974.68'
L27	N45°00'00"W	336.58'
L28	N00°00'00"E	369.90'
L29	N45°00'00"W	614.10'
L30	N10°38'37"E	1653.06'
L31	N00°00'00"E	885.23'
L32	S33°26'58"W	1444.94'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	465.00'	45°26'29"	368.79'	S77°23'21"E	359.20'
C2	1240.00'	10°06'36"	218.80'	N84°56'42"E	218.52'
C3	399.00'	29°09'05"	203.01'	S75°25'27"E	200.82'
C4	615.00'	47°36'51"	511.08'	S84°39'20"E	496.50'
C5	260.00'	46°57'36"	213.10'	S84°58'58"E	207.18'
C6	518.50'	10°28'41"	94.82'	S66°44'30"E	94.69'
C7	425.00'	24°03'17"	178.43'	S84°00'29"E	177.12'
C8	587.50'	10°57'07"	112.30'	S12°50'10"E	112.13'
C9	337.50'	92°53'18"	547.16'	S47°00'19"W	489.18'
C10	425.00'	25°51'16"	191.78'	N73°38'00"W	190.16'
C11	337.50'	39°42'49"	233.93'	N87°54'22"W	229.28'
C12	462.50'	17°38'46"	142.44'	N76°52'20"W	141.88'
C13	387.50'	34°35'55"	234.00'	N68°23'45"W	230.46'

COLORADO REGISTERED
WILLIAM F. HESSELBACH JR.
4/29/19
25369
PROFESSIONAL LAND SURVEYOR

THE LANTERNS
METROPOLITAN DISTRICT NO. 5

BOUNDARY EXHIBIT

CVL CONSULTANTS

10333 E. Dry Creek Rd.
Suite 240
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

SHEET 2 OF 2

DATE: MARCH 19, 2018

Lanterns Metropolitan District Nos. 4-5 – Consent to Dissolution

July 15, 2025

Metro District Dissolution Statute

- Section 32-1-704(3)(b), C.R.S., provides that a district court may enter an order dissolving a metropolitan district without an election if:
  - The district lies wholly within the corporate limits of a municipality;
  - The district has no financial obligations or outstanding bonds; and
  - The district's board and the governing body of the municipality consent to the dissolution.

Background

- Lanterns Metropolitan District Nos 1-5 were approved by resolution of the Town Council on August 21, 2018, and created by order of the Douglas County District Court.
- According to the Service Plan, District Nos. 1-3 are authorized to implement the Districts' Capital Plan and Financial Plan.
- Conversely, District Nos. 4-5 are authorized to provide operations and maintenance services to the Districts' Service Area.

Reason for Dissolution

- Since approval of the Service Plan, operations and maintenance services to the Service Area have been provided by two different homeowners associations.
- District Nos. 4-5 are not now and do not anticipate in the future providing any operations and maintenance services and, as such, are no longer needed.
- The dissolution of District Nos. 4-5 will allow their constituents to save the costs associated with their ongoing administration.

Statutory Findings

- District Nos. 4-5:
  - Lie wholly within the corporate limits of the Town;
  - Do not have any outstanding bonds, indebtedness, or other financial obligations; and
  - Their respective Boards of Directors have consented to their dissolution.
- Town Staff recommends that the Town Council consent to the dissolution of District Nos. 4-5.

Motions

- I move to approve Resolution No. 2025-__ as introduced by title.
- I move to approve Resolution No. 2025-__ as introduced by title, with the following conditions: _____.
- I move to continue Resolution No. 2025-__ to the Town Council meeting on _____."

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 12. **File #:** RES 2025-082

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Dan Sailer, PE, Public Works Director

Resolution Approving the First Amendment to the Dawson Trails Boulevard Management Agreement By and Between Dawson Trails Metropolitan District No.1 and the Town of Castle Rock

Executive Summary

Dawson Trails Metropolitan District No. 1 (the "District") is currently managing the Town's Dawson Trails Boulevard CIP project (the "CIP Project") pursuant to that certain Dawson Trails Boulevard Management Agreement between the District and the Town (the "Management Agreement"). In conjunction with the development of the Dawson Trails project, the District is also processing a separate construction package (CD25-0036 and TES25-0025), which incorporates two round-a-bouts into the current construction of the CIP Project (at Quandary Peak Blvd. and Blanca Peak Blvd. respectively), while also installing water and sanitary sewer infrastructure and constructing the full section of Dawson Trails Blvd. ("DTB") as well. The District is respectfully requesting the Town Council to allow the District to modify the CIP Project and Management Agreement to incorporate the RABs, utility infrastructure and road widening. This amendment will not have any schedule impacts to the Crystal Valley Interchange (CVI) project.

The District needs to construct utility improvements under Dawson Trails Boulevard, and two roundabout intersection connections as part of their development work. If the Town's improvements as part of CVI were to proceed this work, the Developer would need to remove certain segments of these improvements. This request provides various benefits to the Town and the District including the following; (1) monetary savings in excess of $3 MM via avoiding demolition of newly installed infrastructure and being able to perform construction work prior to DTB opening to the public (eliminating conflicts with public traffic, traffic control, etc.) and (2) minimizing inconvenience to the travelling public as a result of construction occurring on DTB concurrently with public traffic.

The District is proposing to amend the existing CIP Project contract between the District and Bemas Construction to add this additional scope to the Bemas contract with the additional costs being borne not by the Town but by the District and amending the Management Agreement to reflect the foregoing and provide the Town the unequivocal right to require the District to abandon the RABs and other utility infrastructure and DTB paving and complete the CIP Project in accordance with the original

scope of work in the event the RABs would cause the untimely completion of the Crystal Valley Parkway Interchange project.

Staff Recommendation

Staff agrees that minimizing unnecessary newly constructed improvements is prudent. However this should not occur at the risk of slowing down the schedule of the Town's number one transportation priority. This amendment provides the opportunity for staff to have control of when to move forward with the Town's scope of work in order to keep CVI on track. Staff is recommending approval of this resolution.

Proposed Motion

"I move to approve the resolution as introduced by title."

Alternative motion:

"I move to approve the resolution as introduced by title with the following adjustments (state adjustments).

Attachments:

Attachment A: Resolution
Attachment B: Amendment Agreement

RESOLUTION NO. 2025-082

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE DAWSON TRAILS BOULEVARD MANAGEMENT AGREEMENT BY AND BETWEEN DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 AND THE TOWN OF CASTLE ROCK

WHEREAS, Dawson Trails Metropolitan District No. 1 (the "District") and the Town of Castle Rock (the "Town") entered into that certain Dawson Trails Boulevard Management Agreement dated May 21, 2024 (the "Agreement"), wherein the District agreed to construct Dawson Trails Boulevard from the current southern boundary of the Town north to the federal project limits of the Crystal Valley Interchange, and all demolition necessitated in connection therewith (the "District Work"); and

WHEREAS, as part of the development of the Dawson Trails Development Project, Town Project Numbers CD25-0036 and TES25-0025 (the "Round-a-bout Work Plans") are currently being processed with the Town, which Round-a-bout Work Plans would modify the District Work to construct round-a-bouts and related improvements as set forth in the Round-a-bout Work Plans, as approved by the Town (the "Round-a-bout Work"); and

WHEREAS, completion of the Round-a-bout Work prior to the completion of the District Work would be beneficial to both the Town and the District, as the same would, among other things, eliminate the construction and cost to construct District Work that would need to be demolished to construct the Round-a-bout Work, and eliminate future disruption of traffic to accomplish such demolition of the District Work and construction of the Round-a-bout Work; and

WHEREAS, to accommodate the foregoing, the Town and the District now desire to amend the Agreement; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to authorize the execution of the First Amendment to the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Approval**. The First Amendment to the Dawson Trails Boulevard Management Agreement is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Daniel Sailer, Director of Public Works

FIRST AMENDMENT TO
DAWSON TRAILS BOULEVARD MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO DAWSON TRAILS BOULEVARD MANAGEMENT AGREEMENT (this "Amendment") is made as of the 15th day of July, 2025, by and between **DAWSON TRAILS METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and **TOWN OF CASTLE ROCK**, a home rule municipal corporation (the "Town"). The District and the Town may each be individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

A. The Parties entered into that certain Dawson Trails Boulevard Management Agreement dated May 21, 2024 (the "Agreement"), wherein the District agreed to perform the District Work in accordance with the Agreement. All capitalized terms used but not defined in this Amendment shall have the same meaning ascribed to them in the Agreement.

B. As part of the development of the Project, Town Project Numbers CD25-0036 and TES25-0025 (the "Round-a-bout Work Plans") are currently being processed with the Town, which Round-a-bout Work Plans would modify the District Work to construct round-a-bouts and related improvements as set forth in the Round-a-bout Work Plans, as approved by the Town (the "Round-a-bout Work").

C. Completion of the Round-a-bout Work prior to the completion of the District Work would be beneficial to the Parties, as the same would, among other things, eliminate the construction and cost to construct District Work that would need to be demolished to construct the Round-a-bout Work, and eliminate future disruption of traffic to accomplish such demolition of the District Work and construction of the Round-a-bout Work.

D. To accommodate the foregoing, the Parties desire to amend the Agreement as set forth below.

AGREEMENT:

NOW THEREFORE, in consideration of the covenants and promises set forth below, and the receipt of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein in their entirety by this reference.

2. Round-a-bout Work. Notwithstanding anything to the contrary, the Parties agree that: (a) the District may perform the Round-a-bout Work in accordance with the Round-a-bout Work Plans pursuant to a change order or change orders to the District Construction Contract modifying the Approved Plans to accommodate the Round-a-bout Work, as approved by the

Town in its reasonable discretion; provided, however, that if at any time during the construction of the Round-a-bout Work the construction of the same would result in the failure to meet the Completion of District Work, as reasonably determined by the Town, the Town may provide the District written notice of such determination, whereupon such Round-a-bout Work shall immediately cease and the District shall proceed with the District Work as originally approved without further performing the Round-a-bout Work; (b) except as expressly set forth in this Amendment pertaining to the Eliminated District Work Costs, the Round-a-bout Work shall in no way be deemed to be or constitute part of the District Work for any purpose under the Agreement; (c) except as expressly set forth in this Amendment pertaining to the Eliminated District Work Costs, the District shall be solely responsible and liable for all aspects of the Round-a-bout Work; (d) other than the amount (the "Eliminated District Work Costs"), if any, that the Round-a-bout Work eliminates the necessity for any particular District Work being constructed (the "Eliminated District Work"), the Round-a-bout Work shall be performed at the sole cost and expense of the District; and (e) upon completion of any Eliminated District Work, the District may pursue reimbursement of the applicable Eliminated District Work Costs as District Work, subject to and in accordance with the terms applicable to a District Interchange Project Fund Requisition (as defined in the CVI Agreement) as set forth in the CVI Agreement.

3. Construction. Each of the Parties acknowledges that they, and their respective counsel, substantially participated in the negotiation, drafting and editing of this Amendment. Accordingly, the Parties agree that the provisions of this Amendment shall not be construed or interpreted for or against any Party hereto based on authorship.

4. Authority. Each Party represents and warrants that it has the power and authority to execute this Amendment and that there are no third-party approvals required to execute this Amendment or to comply with the terms or provisions contained herein.

5. Headings. The section headings used herein shall have absolutely no legal significance and are used solely for convenience of reference.

6. Ratified and Confirmed. The Agreement is hereby ratified and confirmed and shall remain in full force and effect in accordance with its original terms and provisions, except as modified by this Amendment.

7. Counterparts; Facsimile/Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and both of which together shall be deemed to constitute one and the same instrument. Each of the Parties shall be entitled to rely upon a counterpart of this Amendment executed by the other Party and sent via facsimile or electronic transmission.

[Signature pages follow]

IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first written above.

TOWN:

ATTEST: **TOWN OF CASTLE ROCK**

_____ _____
Lisa Anderson, Town Clerk Jason Gray, Mayor

Approved as to form: **Approved as to content:**

_____ _____
Michael J. Hyman, Town Attorney David L. Corliss, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: _____

[S E A L]

_____
Notary Public

DISTRICT:

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1

By: _____

Its: President

STATE OF COLORADO)
) **ss.**
COUNTY OF ~~DOUGLAS~~ Arapahoe)

The foregoing instrument was acknowledged before me this 14 day of July, 2015 by Lawrence P. Jacobson as President for Dawson Trails Metropolitan District No. 1.

Witness my official hand and seal.
My commission expires: 07-23-2028

[SEAL]
HARRISON GRANT COHEN
Notary Public
State of Colorado
Notary ID # 20244027480
My Commission Expires 07-23-2028

_____
Notary Public

Approved as to form:

Kristin J. Bowers

_____
Kristin J. Bowers, General Counsel

DocuSign Envelope ID: E847E5D2-389E-4E45-8071-51786636E0C3

DAWSON TRAILS BOULEVARD MANAGEMENT AGREEMENT

DATE: ___May 21, 2024.

PARTIES: **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("**Town**").

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado, 405 Urban Street, Suite 310, Lakewood, Colorado 80228 (the "**District**").

RECITALS:

A. The District is organized and existing as a metropolitan district under the constitution and laws of the State of Colorado, including particularly Title 32, Article 1, C.R.S., for the purpose of providing, financing, operating and maintaining certain public improvements to and for the benefit of the properties within and without the boundaries of the District, together with all necessary, incidental, and appurtenant facilities, equipment, land and easements or other interests in property, for itself, its taxpayers, its residents and users within the District's service area.

B. Pursuant to the Amended and Restated Service Plan for the Dawson Ridge Metropolitan District No. 1, Dawson Ridge Metropolitan District No. 2, Dawson Ridge Metropolitan District No. 3, Dawson Ridge Metropolitan District No. 4, Dawson Ridge Metropolitan District No. 5, Westfield Metropolitan District No. 1 and the Westfield Metropolitan District No. 2, Town of Castle Rock, Colorado, approved by the Town September 6, 2022 (the "**Service Plan**"), the District is authorized to finance and provide public improvements needed for the Dawson Trails development project.

C. The Districts (hereinafter defined) entered into that certain District Maintenance and Administrative Services Agreement, dated November 28, 2022, which provides that the District may act on behalf of each of the Districts in regard to the provision of improvements and services authorized under the Service Plan.

D. The Town, ACM Dawson Trails VIII JV LLC, a Delaware limited liability company (being the developer of the Project, defined below (the "**Developer**")), the District (formerly known as Dawson Ridge Metropolitan District No. 1), Dawson Ridge Metropolitan District No. 2, Dawson Ridge Metropolitan District No. 3, Dawson Ridge Metropolitan District No. 4, Dawson Ridge Metropolitan District No. 5, Westfield Metropolitan District No. 1 and the Westfield Metropolitan District No. 2 (all as renamed to Dawson Trails Metropolitan District Nos. 2-7, respectively, and together with the District, the "**Districts**") entered into the Dawson Trails Development Agreement (the "**Development Agreement**"), as approved by the Town Council

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September 6, 2022, which established the terms and conditions for the overall development of the Dawson Trails project (the "**Project**").

E. In connection with the development of the Project, Section 8.04 of the Development Agreement contemplates the design, acquisition, construction, management and installation of a new interchange known as the Crystal Valley Interchange (the "**Crystal Valley Interchange**" or "**CVI**"), which generally consists of, among other things, a bridge over Interstate 25 (I-25), a northbound on-ramp, a northbound off-ramp, a southbound on-ramp, a southbound off-ramp, a bridge over the BNSF railroad tracks, relocation of West Frontage Road from Tomah Road to the CVI, relocation of a segment of the East Frontage Road and a connection to the relocated West Frontage Road, and the construction of a portion of Dawson Trails Boulevard to the south of the CVI, together with associated grading, draining, utility and other development work related thereto (collectively, and as more particularly set forth in the Approved Plans (hereinafter defined), the "**CVI Project**").

F. In order to share in the costs of the CVI Project, the Development Agreement requires a contribution of Fifty Million Dollars ($50,000,000) from or on behalf of the Developer (the "**CVI Contribution**").

G. The Town and District entered into that certain CVI Contribution Funding Agreement dated October 9, 2023 (the "**CVI Agreement**"), which addresses the funding and disbursement of the CVI Contribution.

H. Pursuant to the CVI Agreement, the District, on behalf of the Town, is undertaking the District Work (as defined in the CVI Agreement) under separate contracts from the remainder of the CVI Project (referred to in this Agreement as the District Construction Contracts).

I. The Parties desire to enter into this Agreement to set forth the parameters of how the District Work will be completed by the District.

THEREFORE, in reliance on the matters set forth above and in consideration of the mutual promises contained in this Agreement, the Parties agree and covenant as follows:

ARTICLE I
DEFINITIONS

1.01 Defined Terms. The following words when capitalized in the text shall have the meanings indicated below.

Agreement: Dawson Trails Boulevard Management Agreement.

Code: the Castle Rock Municipal Code, as amended.

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Force Majeure: delays caused by war, riots, strikes, lockouts, acts of God, enemy action, civil commotion, fire, terrorist action, pandemic, epidemic, public utility failure, floods or other casualty, moratorium or similar laws prohibiting performance, unforeseeable and abnormal weather conditions which delays or precludes construction, or any other similar matter which is beyond the reasonable control of such Party. Notwithstanding the foregoing, any delay caused by a Party's failure to pay amounts required to be paid under this Agreement shall not constitute Force Majeure. To claim a Force Majeure delay, a Party shall give written notice of the same to the other Party within ten (10) days after the discovery of the occurrence of any event that would constitute Force Majeure hereunder. If the Party claiming Force Majeure fails to timely provide notice of such event that would constitute Force Majeure, such event shall not constitute Force Majeure under this Agreement. Except as provided herein, if the performance of an obligation by a Party hereunder, other than the payment of money, is delayed due to Force Majeure, then the date when performance is required under this Agreement shall be extended for a period of time equal to the duration of the Force Majeure.

Party or **Parties**: one or all of the parties to this Agreement.

Project: The portion of the CVI Project that consists of the District Work.

Project Property or **Property**: the property, including the ROW Parcels, which is the site of the Project, as more particularly described in the attached ***Exhibit 1***.

ROW Parcels: the parcels that are depicted and described in the attached ***Exhibit 1,*** which will constitute a part of the Project Property.

Town Regulations: the Town Charter, ordinances, resolutions, rules and regulations of the Town, including the Code, and other provisions of all zoning, subdivision and building codes, as the same may be amended from time to time.

Certain other terms are defined in the text of the Agreement.

1.02 Cross-reference. Any reference to a section or article number, without further description, shall mean such section or article in this Agreement.

ARTICLE II
DEVELOPMENT OF THE PROJECT-GENERALLY

2.01 Overall Project Responsibility.

A. The District shall be responsible for all aspects of Project permitting, Project bidding and contracting, Project development, construction, and construction management through

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Project completion. Notwithstanding the foregoing, the Town shall be exclusively responsible for financing construction of the Project, and shall bear all attendant development and financial risks of completing the Project. Subject to the foregoing, the District will exercise its rights and perform its obligations under the various contracts with third parties necessary to complete the District Work with usual and customary industry practices. This Agreement does not create a partnership, joint venture or other legal entity between the District and Town. Rather the Town and the District each has a limited and discrete role with respect to the Project as outlined in this Agreement.

B. Subject to availability of funds in the Interchange Project Fund (as defined in the CVI Agreement, the District shall promptly pay for all District Work with funds from the Interchange Project Fund in accordance with the CVI Agreement such that no liens or encumbrances attach to the Property. In addition, to the extent permitted by law, the District shall indemnify the Town from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by any person, firm, partnership or corporation, to the extent caused by the negligent acts, errors or omissions of the District or any of its employees, agents or contractors in performing the District Work on the Project. In the event that any such suit or action is brought against the Town, the Town shall give notice to the District within ten (10) days of receipt of notice of such action.

2.02 District Work.

A. The District Work shall be completed by the District as provided in this section 2.02, but the cost of the District Work shall be borne entirely by the Town. The District work shall be performed in accordance with those certain construction plans approved by the Town for Project No. 2021-094, CIP 22-0012, Dawson Trails Boulevard (the "**Approved Plans**"), consistent with the standards and specifications set forth in the Town Regulations and technical manuals and applicable State and federal regulations (the "**Town Specifications**"); provided, however, that where there is a conflict between the Approved Plans and the Town Specifications, the more stringent standard shall apply.

B. The Town will waive any permit fees under the Town Regulations for the performance and completion of the District Work.

C. The District shall undertake a competitive bidding process for the completion of the District Work and the lowest, best and responsive, responsible bidder shall be selected. Determination of the lowest, best and responsive, responsible bidder shall require the concurrence of the Town.

D. In consideration of the District performing its obligations under this Agreement, the District shall be paid an amount that does not exceed three and one-half percent (3.5%) of the initial contract price for the District Work under this Agreement, plus any increases in the contract price attributable to the issuance of a change order or other form of order or directive by the District (the "**Management Fee**"), which Management Fee shall be charged as a separate line item on each

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District Disbursement Request (as defined in the DVI Agreement). As a prerequisite to issuance, the Town shall have the right to review and approve any change order or other form of order or directive that requires additional compensable District Work to be performed by the District's employees, agents, or contractors.

2.03 Town Regulations. Town Regulations shall apply to the construction of the Project, except as otherwise expressly provided in this Agreement.

ARTICLE III
CONSTRUCTION

3.01 Construction Contracts. Subject to the Town's concurrence, the District shall select and contract with the consultants, engineers, construction subcontractors and manager/general contractor necessary to complete the District Work (collectively, the "**District Construction Contracts**"). If Town does not approve any of the District Construction Contracts, which approval shall not be unreasonably withheld, conditioned or delayed, then a No-Fault Termination shall result. The Town will not be a party to the District Construction Contracts but will be designated as a beneficiary and shall have the right to assume the District Construction Contracts in the event the District should fail to progress in construction of the District Work as required under this Agreement. The District Construction Contracts shall provide that the Town shall be a co-obligee on any performance and/or labor and material payment bond furnished, and an additional named insured on any insurance coverage procured by the manager/general contractor. The District Construction Contracts shall further provide for a two-year warranty period on all District Work. As a designated beneficiary, the Town shall have the right to enforce all such warranties. The District Construction Contracts shall encompass only the District Work. The balance of the CVI Project design and construction will be undertaken by the Town under separate contracts independent of the District Construction Contracts.

3.02 Progression of Construction. Subject to Force Majeure and any notice and cure provisions under this Agreement, the District shall commence and complete the District Work in accordance with the following benchmarks:

Commencement of District Work	30 days after notice to proceed is issued by the Town, which is expected to occur on May 15, 2024
Completion of District Work	June 30, 2025, or the date upon which the CVI Project is substantially completed, whichever first occurs; provided that such date shall be automatically extended for each day after May 15, 2024, that the Town does not issue a notice to proceed

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Failure to meet the benchmarks set forth in this section 4.02, as extended by Force Majeure and/or the Town (if applicable) and subject to any notice and cure provisions in this Agreement, shall constitute a default under this Agreement by the District.

3.03 Third Party Review. Town, at its sole expense, may procure the services of a third-party construction management firm to assist in the review of the plans, specifications, the District Construction Contracts, and inspections of the District Work ("**Town Construction Manager**"). The District shall allow the Town Construction Manager reasonable access to the District Work and District Construction Contracts.

3.04 Construction Suspension. In the event that the District Work should cease for a duration of 60 consecutive days or more for any reason other than Force Majeure, or should the District be subject to a voluntary or involuntary bankruptcy proceeding, such event, subject to any notice and cure provisions in this Agreement, shall constitute a default under this Agreement. Subject to obtaining any required judicial approval, Town shall have the right to assume the District Construction Contracts and complete the District Work with the CVI Contribution Funds or other funds of the Town. These remedies afforded Town shall be in addition to the remedies provided elsewhere in this Agreement.

ARTICLE IV
OWNERSHIP AND MAINTENANCE

4.01 Ownership. The Town shall have exclusive ownership of the District Work.

4.02 Maintenance. The District Work shall be maintained by the Town, at its sole cost and expense.

ARTICLE V
OTHER PROVISIONS

5.01 Representations and Warranties.

A. Representations and Warranties by District. The District represents and warrants as follows:

1. The District is a quasi-municipal corporation and political subdivision of the State of Colorado, and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations under this Agreement.

2. The District knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the District or its officials with respect to this Agreement that has not been disclosed in writing to the Parties.

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3. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (i) conflict with or contravene any law, order, rule or regulation applicable to the District or to its governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the District is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the District.

4. This Agreement constitutes a valid and binding obligation of the District, enforceable according to its terms.

B. Representations and Warranties by the Town. The Town represents and warrants as follows:

1. The Town is a body corporate and politic and a home rule municipality of the State of Colorado, and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations under this Agreement.

2. The Town knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the Town or its officials with respect to this Agreement that has not been disclosed in writing to the Parties.

3. The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not: (i) conflict with or contravene any law, order, rule or regulation applicable to the Town or to its governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Town is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Town.

4. This Agreement constitutes a valid and binding obligation of the Town, enforceable according to its terms.

5.02 Commencement, Term. The term of this Agreement shall commence upon the mutual execution of this Agreement.

5.03 No-Fault Termination. Where this Agreement provides for the occurrence of a No-Fault Termination, the Parties thereafter shall have no further rights or responsibilities under this Agreement as to any prospective provision of the Agreement. No Party shall be deemed in default of this Agreement solely as a result of causing the No-Fault Termination. Provided further, the occurrence of a No-Fault Termination shall not relieve a Party from (i) an obligation in force

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or effect as of the No-Fault Termination, or (ii) an uncured default occurring prior to the No-Fault Termination.

5.04 Event of Default. Subject to any notice and cure provisions in this Agreement, failure of any Party to perform any covenant, agreement, obligation or provision of this Agreement (other than a No-Fault Termination) shall constitute an event of default under this Agreement.

5.05 Default Notice. In the event a Party alleges that the other is in default, the non-defaulting Party shall first notify the defaulting Party in writing of such default, and specify the exact nature of the default in such notice. The defaulting Party shall have thirty (30) days from receipt of such notice within which to cure such default before the non-defaulting Party may exercise any of its remedies; or if the default is of a nature to require more than thirty (30) days to remedy, the defaulting Party will have the time reasonably necessary to cure, but in any event such cure period shall not extend beyond ninety (90) days.

5.06 Remedies. Upon default of this Agreement and failure to timely cure, the non-defaulting Party shall have the right to take whatever action at law or in equity appears necessary or desirable to enforce performance and compliance with this Agreement, or to collect the monies then due and thereafter to become due; provided, however, that no Party will be entitled to lost profits, economic damages, incidental, consequential, punitive or exemplary damages in the event of a default.

5.07 Governing Law. This Agreement shall be governed and construed in accordance with Colorado law and Douglas County shall be the proper venue for the commencement of any claims in state court.

5.08 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the Parties and their successors, must be in writing.

5.09 Notice. The addresses of the Parties to this Agreement are listed below. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to the other Parties or three (3) days following the date the same is deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, addressed to the other Parties at the addresses noted; or such address as is subsequently endorsed in writing, or in the event of transfer of the Property to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

Town: Town Attorney
Town of Castle Rock
100 N. Wilcox Street
Castle Rock, CO 80104

District: Dawson Trails Metropolitan District No. 1
405 Urban Street, Suite 310

DocuSign Envelope ID: E847E5D2-389E-4E45-8071-51786636E0C3

Lakewood, Colorado 80228
Attn: AJ Beckman, Manager

With copy to: White Bear Ankele Tanaka & Waldron
Attorney at Law
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Jennifer Gruber Tanaka, Esq.

5.10 No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Town and District, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than the Party receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

5.11 Additional Documents. The Parties agree to execute any additional documents or take any additional action, including but not limited to estoppel documents requested by lenders, that is necessary to carry out this agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement and to effectuate the agreements and the intent. Notwithstanding the foregoing, however, no Party shall be obligated to execute any additional document or take any additional action unless such document or action is reasonably acceptable to such Party. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefits that it would have received under this Agreement.

5.12 TABOR Compliance. It is not the intention of the Parties and this Agreement is not be construed to create a multiple fiscal year obligation of the Town under Article X, Section 20 of the Colorado Constitution ("**TABOR**") which obligation has not been previously voter approved. Consequently, any financial obligation of the Town which is not supported by a TABOR reserve is conditioned on the subsequent appropriation by the Town Council of sufficient funds to discharge such obligation.

5.13 Section Captions. The captions of the sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

5.14 Waiver of Breach. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement must be in writing and will not operate or be construed as a waiver of any subsequent breach by any Party.

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5.15 Binding Effect, Entire Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and assigns. This Agreement represents the entire agreement among the Parties and supersedes any prior written or oral agreements or understandings with regard to the Property or Project not specifically set forth in this Agreement.

5.16 Minor Changes. This Agreement has been approved in substantially the form submitted to the governing bodies of the Parties. The officers executing this Agreement are authorized to make and may have made, minor changes to this Agreement and the attached exhibits as they have considered necessary. So long as such changes were consistent with the intent and understanding of the Parties at the time of approval by the governing bodies, the execution of this Agreement will constitute the approval of such changes by the respective Parties.

5.17 Consent to Extensions. Any notice of or consent to an extension of time by the Town under this Agreement may be effected by the Town Manager or his designee; provided that no such extension may be effected if it would result in the District Work being completed after the completion of the CVI Project.

5.18 Days. If the day for any performance or event provided for is a Saturday, a Sunday, a day on which national banks are not open for regular transaction of business, or a legal holiday pursuant to §24-11-101(1), C.R.S., such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

5.19 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of sovereign immunity or governmental immunity by any Party under applicable state law.

5.20 Parties Not Partners. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties will not be deemed to be partners or joint venturers, and no Party is responsible for any debt or liability of any other Party.

(Signature pages to follow)

TOWN:

DS

ATTEST:

DocuSigned by:
Lisa Anderson
29A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A62F3A84BA...
Jason Gray, Mayor

Approved as to form:

DocuSigned by:
Mike Hyman
67347F32A7B94D1...
Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
David L. Corliss
1B8545TCFF75414...
David L. Corliss, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

DS

The foregoing instrument was acknowledged before me this 28th day of May, 2024 by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: 9/30/2024

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

[SEAL]

DocuSigned by:
Shannon Eklund
Notary Public

DAN# 20084033388-153886

DocuSign Envelope ID: E847E5D2-389E-4E45-8071-51786636E0C3

DISTRICT:

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1

By: _____

Its: _____

STATE OF COLORADO)
) **ss.**
COUNTY OF ~~DOUGLAS~~ Arapahoe)

The foregoing instrument was acknowledged before me this 15th day of April, 2024 by Lawrence P. Jacobson as President for Dawson Trails Metropolitan District No. 1.

Witness my official hand and seal.
My commission expires: 02/07/2028

[SEAL]

_____
Notary Public

ALEXANDER ADAMS
Notary Public
State of Colorado
Notary ID # 20244005478
My Commission Expires 02-07-2028

Approved as to form:

_____
Jennifer G. Tanaka, General Counsel

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EXHIBIT LIST

Exhibit 1 **Project Property/ ROW Parcels**

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY
PARCEL A

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 17°11'37" E, A DISTANCE OF 985.21 FEET TO A POINT OF TANGENCY ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
THENCE N 32°24'22" E, ALONG SAID EAST LINE, A DISTANCE OF 160.59 FEET TO THE POINT OF BEGINNING;
THENCE N 32°24'22" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 459.45 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1444.50 FEET, A CENTRAL ANGLE OF 32°55'29" AND AN ARC LENGTH OF 830.07 FEET, THE CHORD OF WHICH BEARS S 10°40'27" W, A DISTANCE OF 818.70 FEET;
THENCE S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2055.50 FEET, A CENTRAL ANGLE OF 26°58'12" AND AN ARC LENGTH OF 1075.19 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 158.82 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 121.48 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 208.19 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1944.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1017.12 FEET;
THENCE N 05°47'17" W, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1555.50 FEET, A CENTRAL ANGLE OF 15°49'11" AND AN ARC LENGTH OF 429.48 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 338,969 SQUARE FEET OR 7.782 ACRES, MORE OR LESS.

PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 228.37 FEET TO THE POINT OF BEGINNING.
THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 112.23 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE OF 30°54'59" AND AN ARC LENGTH OF 914.34 FEET, THE CHORD OF WHICH BEARS N 06°17'36" W, A DISTANCE OF 903.29 FEET;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR: J. ANTON
DATE: 06/14/2021	DS: T. GIRARD
SHEET 1 OF 5	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

(CONTINUED)

THENCE N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1447.45 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 1443.16 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 121.48 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 1492.53 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1358.46 FEET;
THENCE S 21°45'05" E, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE OF 30°22'28" AND AN ARC LENGTH OF 957.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 469,069 SQUARE FEET, OR 10.768 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR: J. ANTON
DATE: 06/14/2021	DS: T. GIRARD
SHEET 2 OF 5	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

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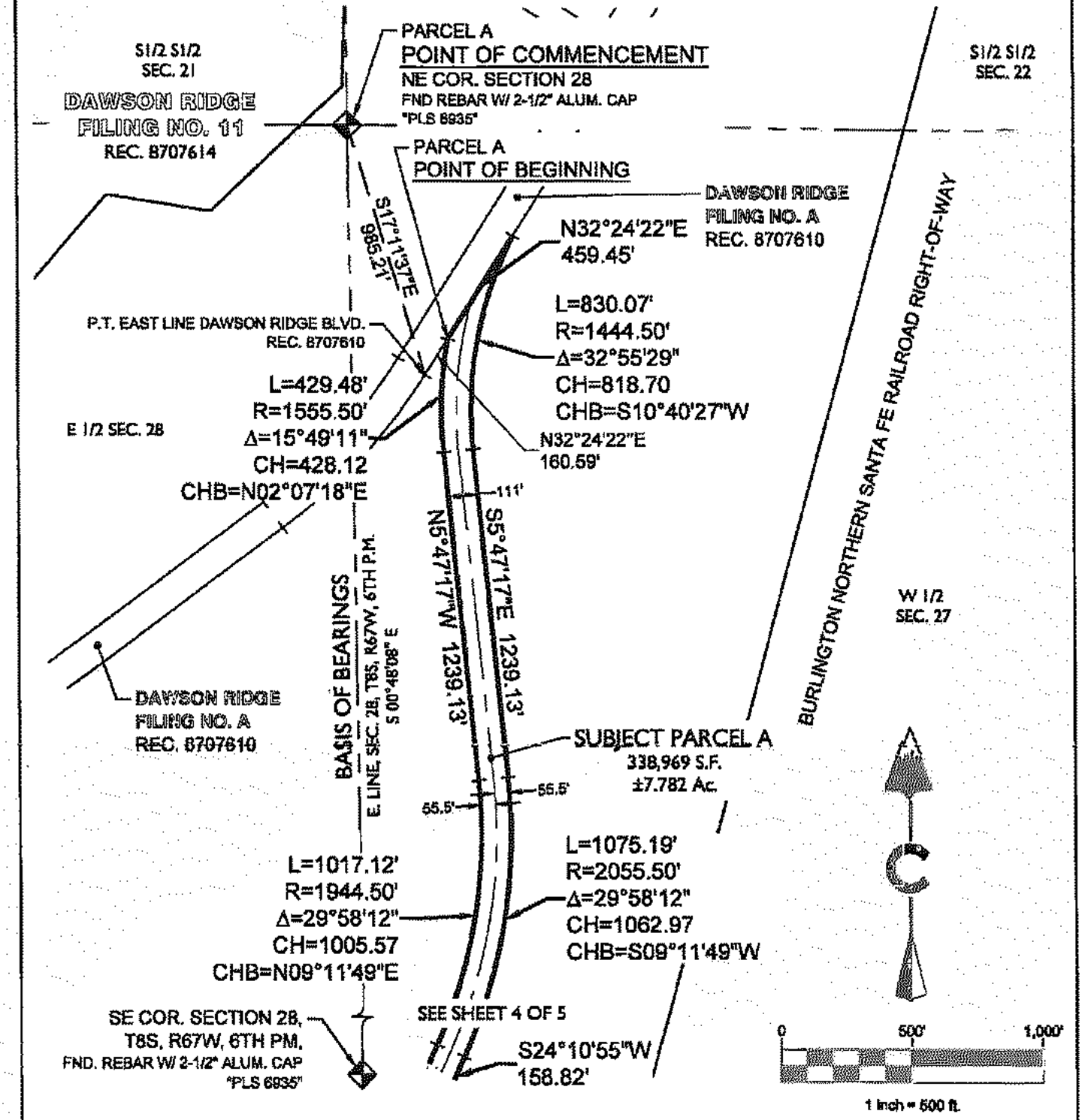
EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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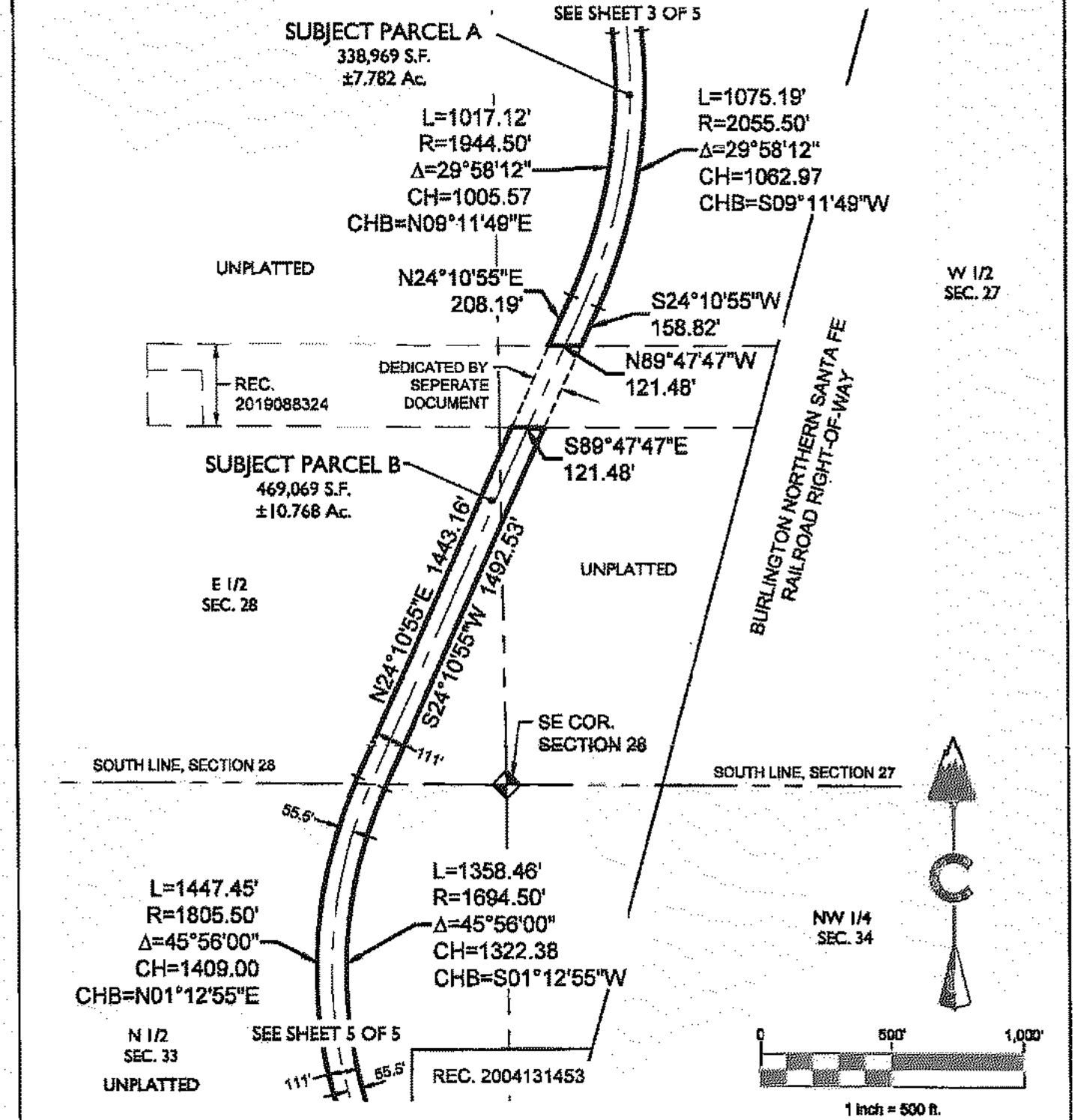

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SHEET 4 OF 5

DR: J. ANTON
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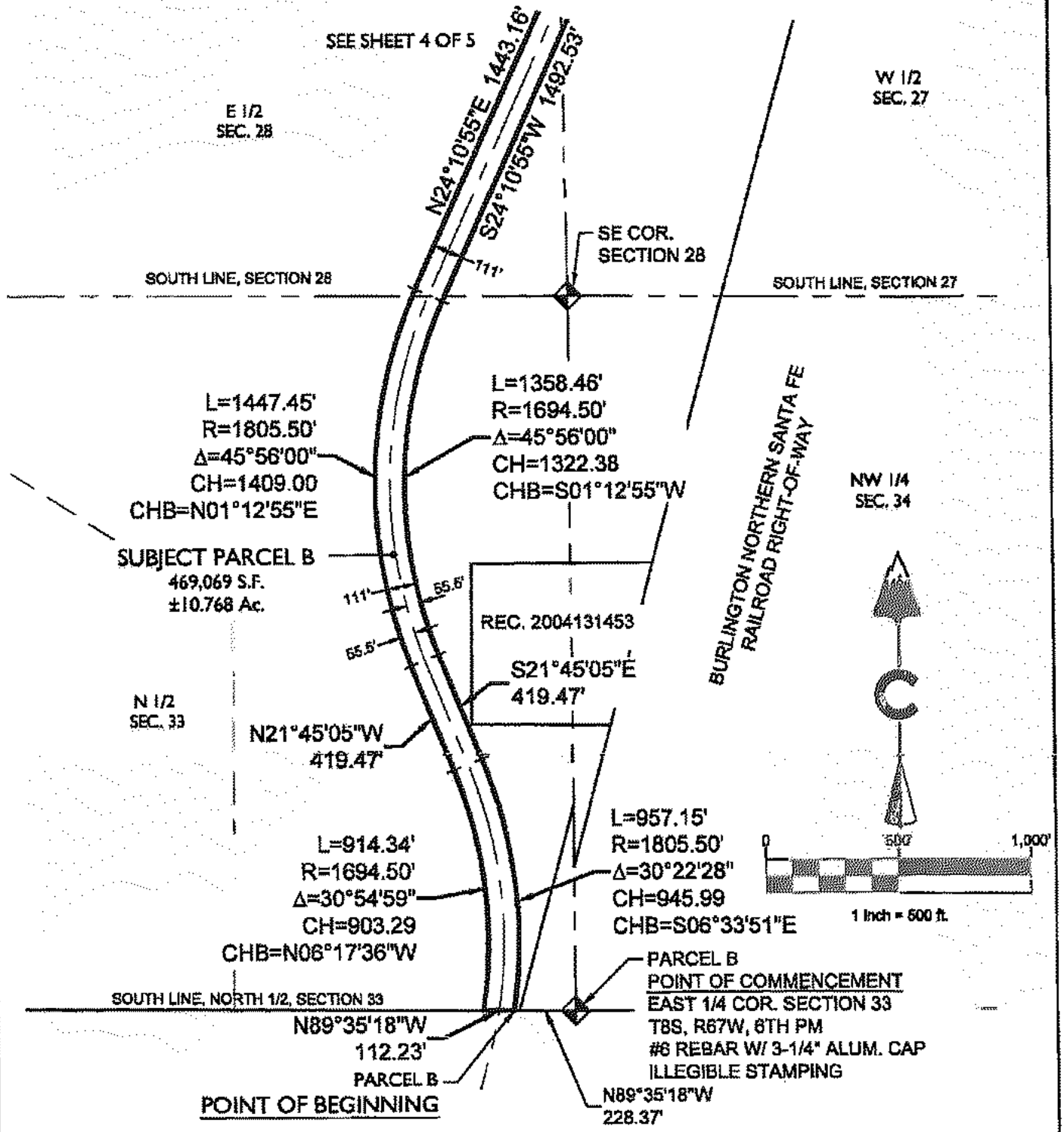

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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 5 OF 5

DR: J. ANTON
DS: T. GIRARD
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EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY

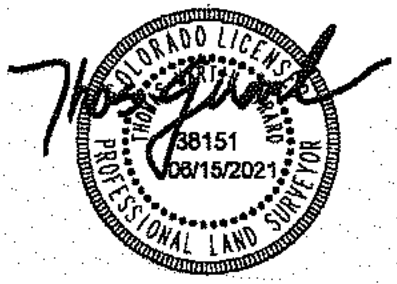
A PARCEL OF LAND BEING A PORTION OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 01°10'50" E, A DISTANCE OF 1346.17 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;
THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID DEED;
THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 121.48 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 337.91 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED;
THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 121.48 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 37,507 SQUARE FEET OR 0.861 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON	DR: D. BUCHHOLZ
DATE: 06/11/2021	DS: T. GIRARD
SHEET 1 OF 2	P.M. K. ROHRBOUGH

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3473 SOUTH BROADWAY
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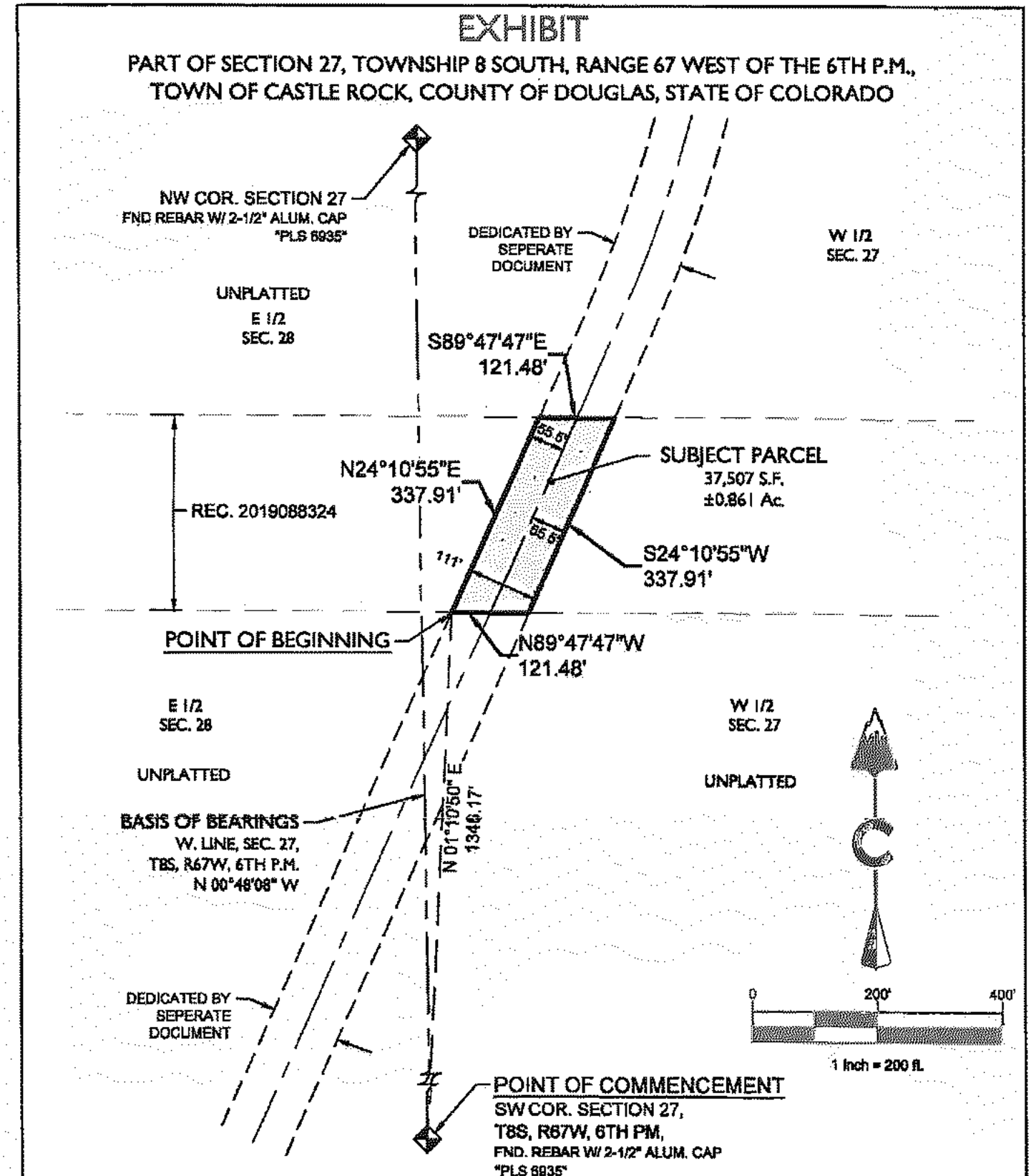
EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON	DR: D. BUCHHOLZ
DATE: 06/11/2021	DS: T. GIRARD
SHEET 2 OF 2	P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BLVD. SLOPE & DRAINAGE EASEMENT WEST
PARCEL A

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°48'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 14°23'31" E, A DISTANCE OF 1027.91 FEET TO A POINT OF NON-TANGENT CURVATURE ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;
THENCE ALONG THE EAST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2160.00 FEET, A CENTRAL ANGLE OF 01°43'41" AND AN ARC LENGTH OF 65.15 FEET, THE CHORD OF WHICH BEARS N33°16'13"E, A DISTANCE OF 65.15 FEET;
2. THENCE N 32°24'22" E, A DISTANCE OF 160.59 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE DEPARTING SAID DAWSON RIDGE FILING NO. A PLAT AND ALONG THE WEST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1555.50 FEET, A CENTRAL ANGLE OF 15°49'11" AND AN ARC LENGTH OF 429.48 FEET, THE CHORD OF WHICH BEARS S 02°07'18" W, A DISTANCE OF 428.12 FEET;
2. S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1944.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1017.12 FEET;
4. S 24°10'55" W, A DISTANCE OF 208.19 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS

THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 252.67 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1844.50 FEET, A CENTRAL ANGLE OF 10°28'17" AND AN ARC LENGTH OF 337.10 FEET;
THENCE N 76°17'21" W, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1644.50 FEET, A CENTRAL ANGLE OF 19°29'56" AND AN ARC LENGTH OF 559.65 FEET, THE CHORD OF WHICH BEARS N 03°57'41" E, A DISTANCE OF 556.96 FEET;
THENCE N 05°47'17" W, A DISTANCE OF 140.35 FEET;
THENCE N 84°12'43" E, A DISTANCE OF 200.00 FEET;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
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PROJECT: 20-224 DAWSON	DR: J. ANTON
DATE: 06/14/2021	DS: T. GIRARD
SHEET 1 OF 5	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

(CONTINUED)

THENCE N 05°47'17" W, A DISTANCE OF 1098.78 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1655.50 FEET, A CENTRAL ANGLE OF 18°35'21" AND AN ARC LENGTH OF 248.18 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 426,231 SQUARE FEET, OR 9.785 ACRES, MORE OR LESS.

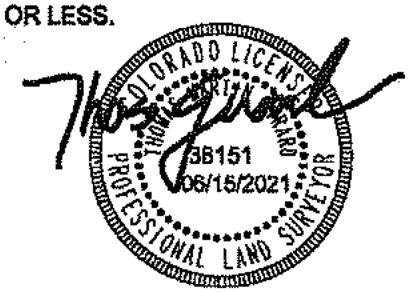
PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAIUD SECTION 33, A DISTANCE OF 340.60 FEET TO THE POINT OF BEGINNING;

THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 101.25 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1594.50 FEET, A CENTRAL ANGLE OF 12°19'34" AND AN ARC LENGTH OF 343.03 FEET, THE CHORD OF WHICH BEARS N 03°33'20" E, A DISTANCE OF 342.37 FEET;
THENCE S 87°23'33" W, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1394.50 FEET, A CENTRAL ANGLE OF 19°08'38" AND AN ARC LENGTH OF 465.84 FEET, THE CHORD OF WHICH BEARS N 12°10'46" W, A DISTANCE OF 463.77 FEET;
THENCE N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2105.50 FEET, A CENTRAL ANGLE OF 05°50'22" AND AN ARC LENGTH OF 214.59 FEET;
THENCE N 74°05'17" E, A DISTANCE OF 200.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1905.50 FEET, A CENTRAL ANGLE OF 40°05'38" AND AN ARC LENGTH OF 1333.41 FEET, THE CHORD OF WHICH BEARS N 04°08'06" E, A DISTANCE OF 1306.37 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 1398.68 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 1443.16 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1447.45 FEET;
THENCE S 21°45'05" E, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE OF 30°54'59" AND AN ARC LENGTH OF 914.34 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 646,921 SQUARE FEET, OR 14.851 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



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PROJECT: 20-224 DAWSON	DR: J. ANTON
DATE: 06/14/2021	DS: T. GIRARD
SHEET 2 OF 5	P.M. K. ROHRBOUGH

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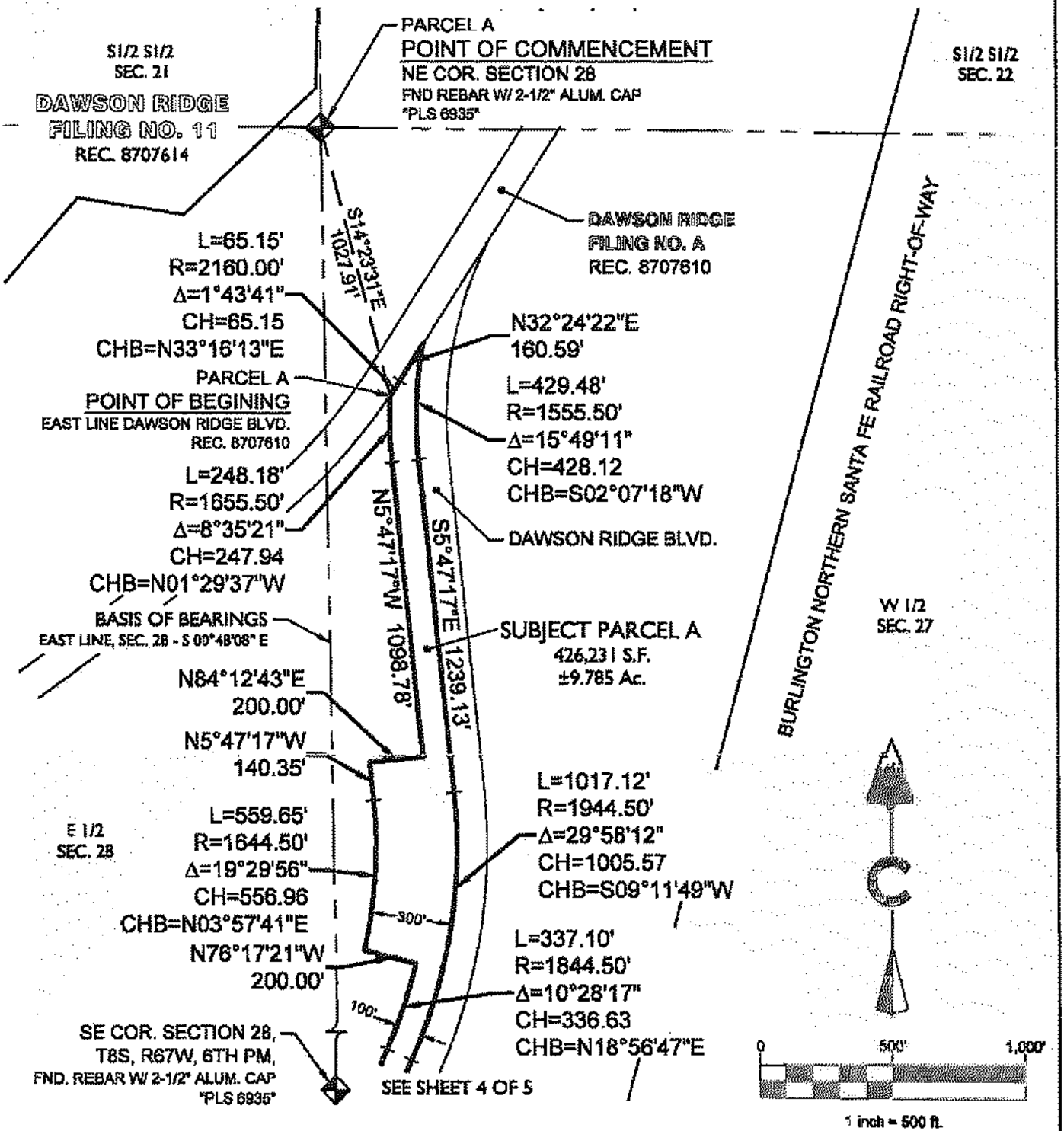
EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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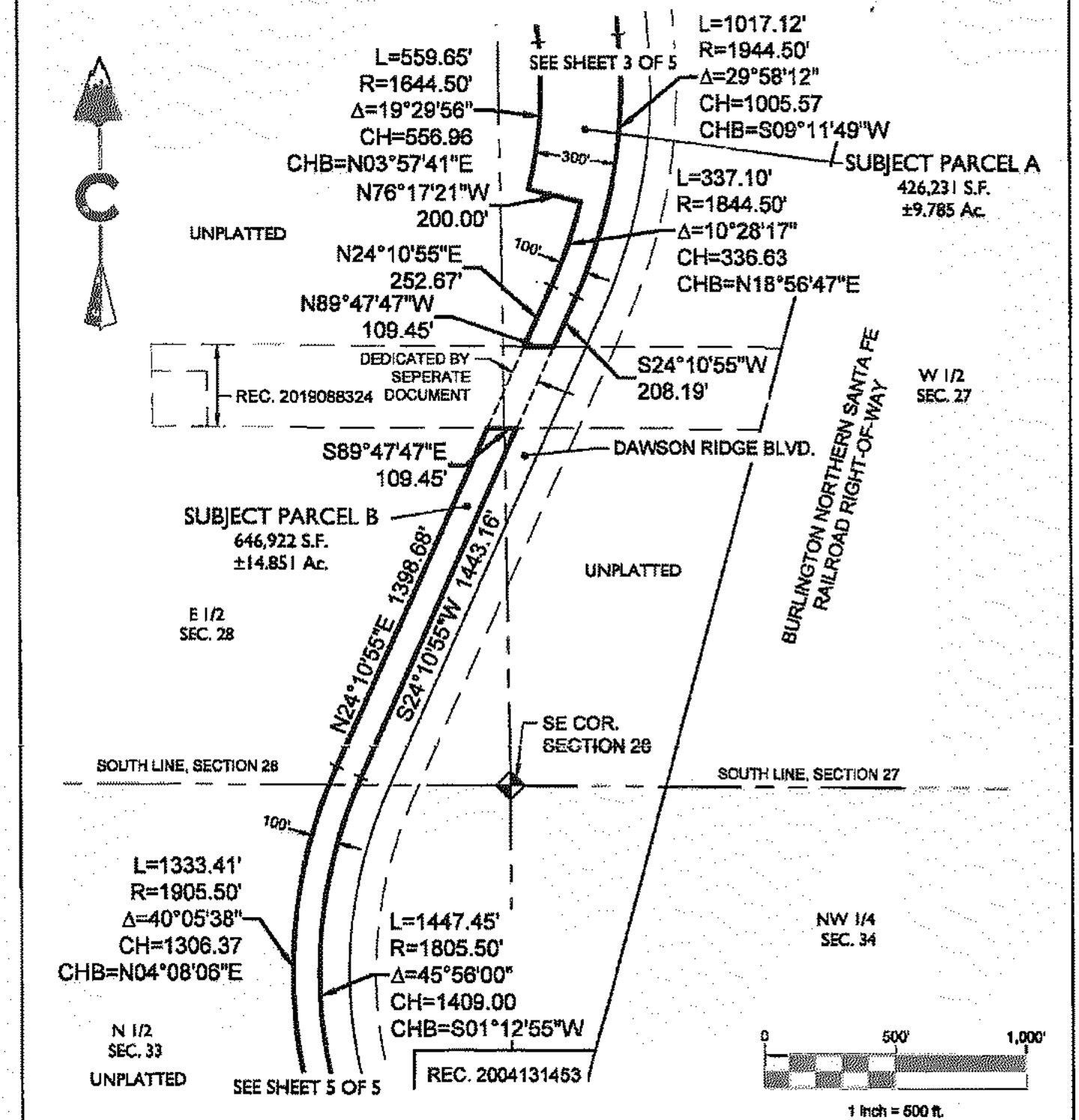

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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 4 OF 5

DR: J. ANTON
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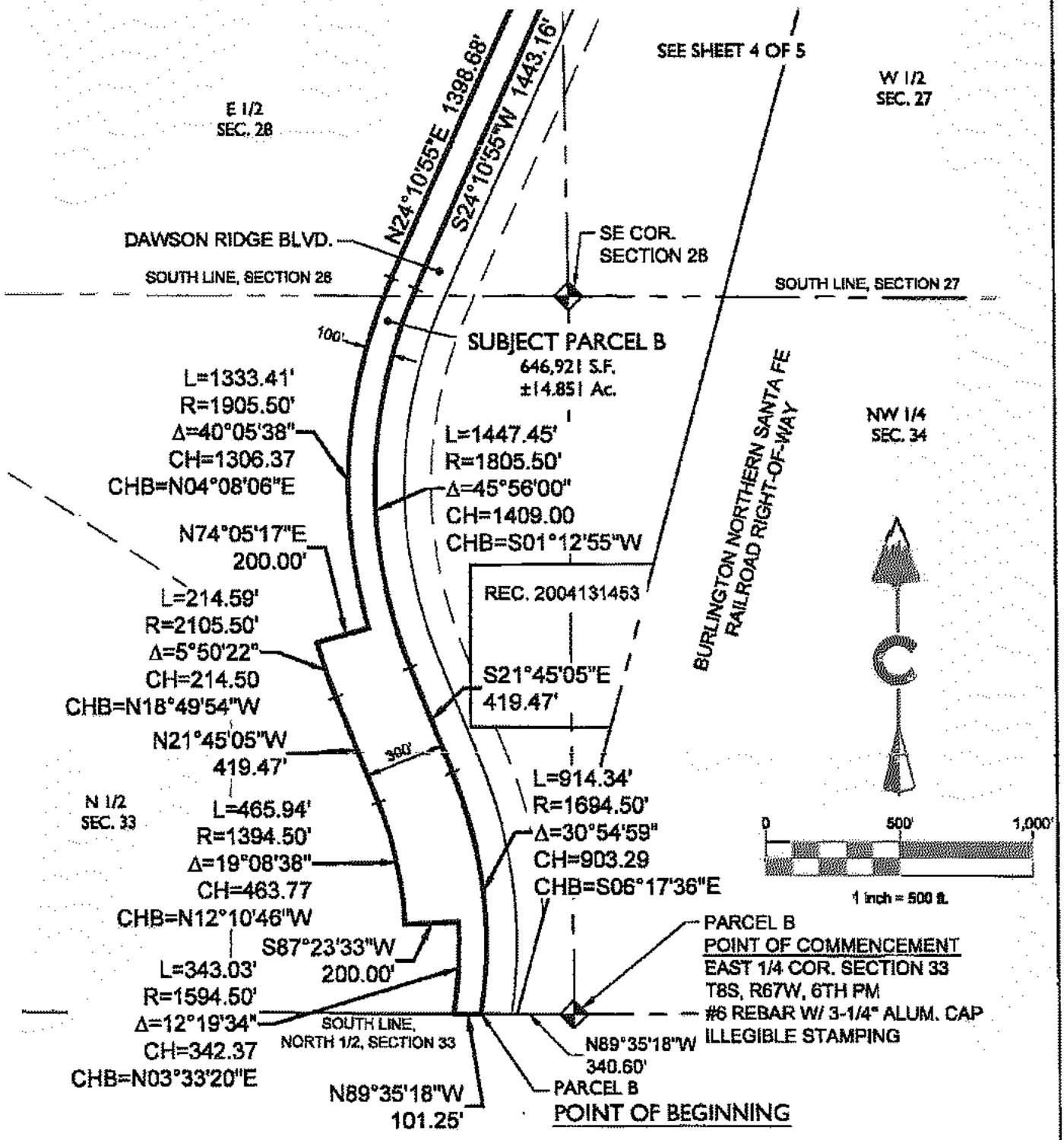

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DAWSON RIDGE BLVD. SLOPE EASEMENT EAST
PARCEL A

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, EAST HALF OF SECTION 28 & THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE EAST LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S 00°46'08" E, FROM THE NORTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTHEAST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28, THENCE S 17°11'37" E, A DISTANCE OF 985.21 FEET TO A POINT OF TANGENCY (PT) ON THE EAST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
THENCE N 32°24'22" E, ALONG SAID EAST LINE, A DISTANCE OF 620.04 FEET TO THE POINT OF BEGINNING;
THENCE N 32°24'22" E, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 151.17 FEET;
THENCE S 01°50'48" E, A DISTANCE OF 177.74 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1344.50 FEET, A CENTRAL ANGLE OF 32°42'50" AND AN ARC LENGTH OF 767.66 FEET, THE CHORD OF WHICH BEARS S10°34'08"W, A DISTANCE OF 757.28 FEET;
THENCE S 05°47'17" E, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2155.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1127.49 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 114.34 FEET TO A POINT ON THE NORTH LINE OF THAT SPECIAL WARRANTY DEED RECORED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE N 89°47'47" W, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET TO A POINT ON THE EAST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;
THENCE ALONG THE EAST LINE OF SAID FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES:

1. N 24°10'55" E, A DISTANCE OF 156.82 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2055.50 FEET, A CENTRAL ANGLE OF 29°58'12" AND AN ARC LENGTH OF 1075.19 FEET;
3. N 05°47'17" W, A DISTANCE OF 1239.13 FEET TO A POINT OF CURVATURE;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1444.50 FEET, A CENTRAL ANGLE OF 32°55'29" AND AN ARC LENGTH OF 830.07 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 335,165 SQUARE FEET, OR 7.694 ACRES, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR: J. ANTON
DATE: 06/14/2021	DS: T. GIRARD
SHEET 1 OF 5	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

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EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BLVD. SLOPE EASEMENT EAST CONTINUED
PARCEL B

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 33, THENCE N 89°35'18" W, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33, A DISTANCE OF 209.26 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;
THENCE N 89°35'18" W, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 19.11 FEET TO A POINT OF NON-TANGENT CURVATURE AND A POINT ON THE EAST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;
THENCE ALONG SAID EAST LINE, THE FOLLOWING FOUR (4) COURSES:

1. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1805.50 FEET, A CENTRAL ANGLE OF 30°22'28" AND AN ARC LENGTH OF 957.15 FEET, THE CHORD OF WHICH BEARS N 06°33'51" W, A DISTANCE OF 945.99 FEET;
2. N 21°45'05" W, A DISTANCE OF 419.47 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1694.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1358.46 FEET;
4. N 24°10'55" E, A DISTANCE OF 1492.53 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;

THENCE S 89°47'47" E, ALONG SAID SOUTH LINE, A DISTANCE OF 108.45 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 1537.01 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1594.50 FEET, A CENTRAL ANGLE OF 45°56'00" AND AN ARC LENGTH OF 1278.29 FEET;
THENCE S 21°45'05" E, A DISTANCE OF 77.31 FEET TO A POINT ON THE WEST LINE OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004131453, SAID DOUGLAS COUNTY RECORDS;
THENCE ALONG THE WEST AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING TWO (2) COURSES:

1. S 00°19'26" W, A DISTANCE OF 227.14 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL;
2. S 89°29'06" E, A DISTANCE OF 91.70 FEET;

THENCE S 21°45'05" E, A DISTANCE OF 96.93 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1905.50 FEET, A CENTRAL ANGLE OF 19°04'04" AND AN ARC LENGTH OF 633.98 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;
THENCE S 15°19'54" W, ALONG SAID WEST LINE, A DISTANCE OF 373.32 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33 AND THE POINT OF BEGINNING.

CONTAINING AN AREA OF 395,142 SQUARE FEET OR 9.071 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR: J. ANTON
DATE: 06/14/2021	DS: T. GIRARD
SHEET 2 OF 5	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
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303.703.4444
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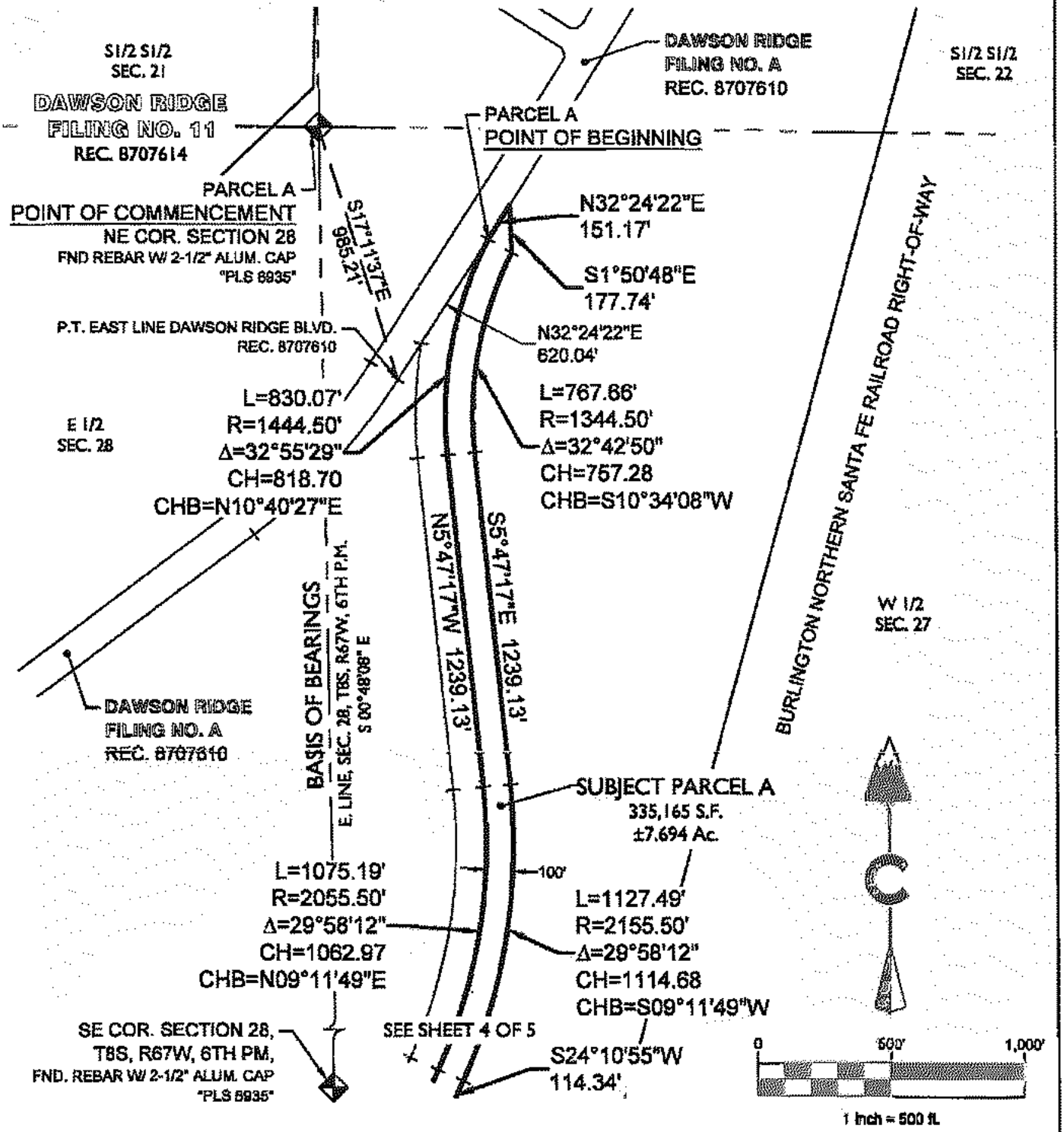
EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON
DATE: 03/02/2021
SHEET 3 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

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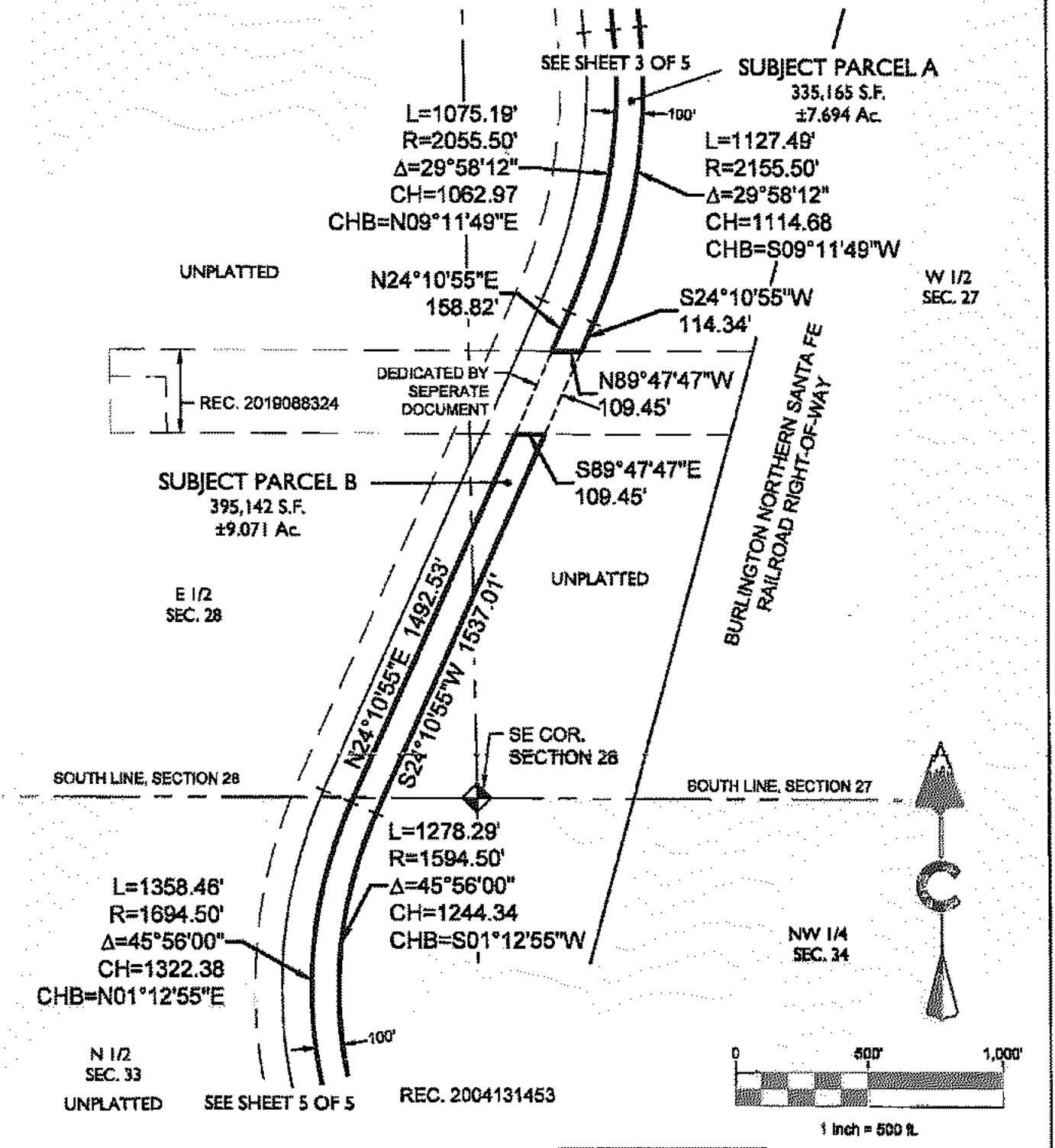
PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 4 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

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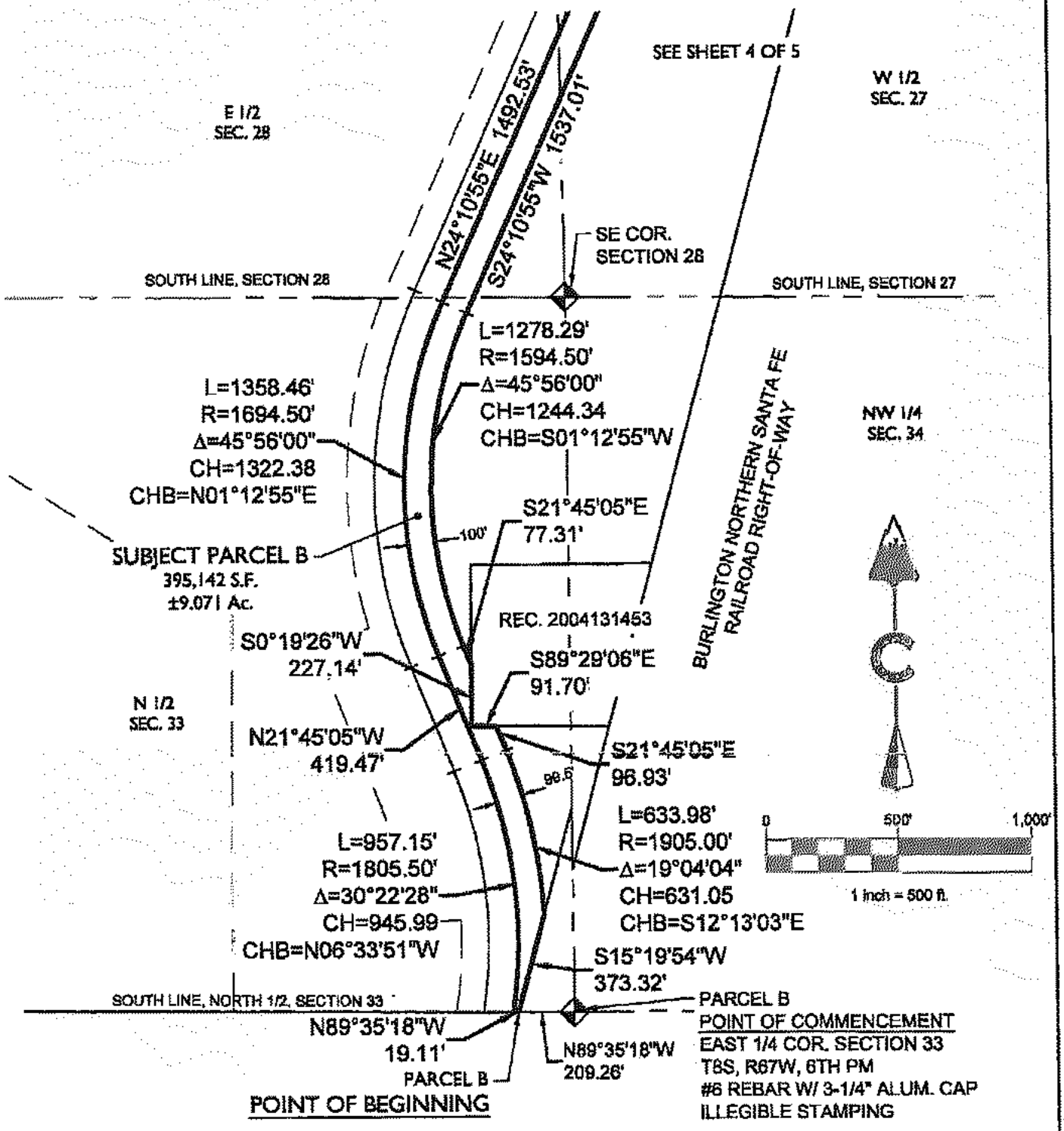
EXHIBIT

PART OF SECTIONS 27, 28 & 33, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 5 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTIONS 27 & 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD SLOPE EASEMENT

A PARCEL OF LAND BEING A PORTION OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27 AND THE EAST HALF OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 01°10'50" E, A DISTANCE OF 1346.17 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, ALSO BEING A POINT ON THE WEST LINE OF THE FUTURE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY AND THE POINT OF BEGINNING;
THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET;
THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID SPECIAL WARRANTY DEED;
THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET TO A POINT ON THE WEST LINE OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;
THENCE S 24°10'55" W, ALONG SAID WEST LINE, A DISTANCE OF 337.91 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 33,792 SQUARE FEET OR 0.776 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR: D. BUCHHOLZ
DATE: 06/14/2021	DS: T. GIRARD
SHEET 1 OF 2	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
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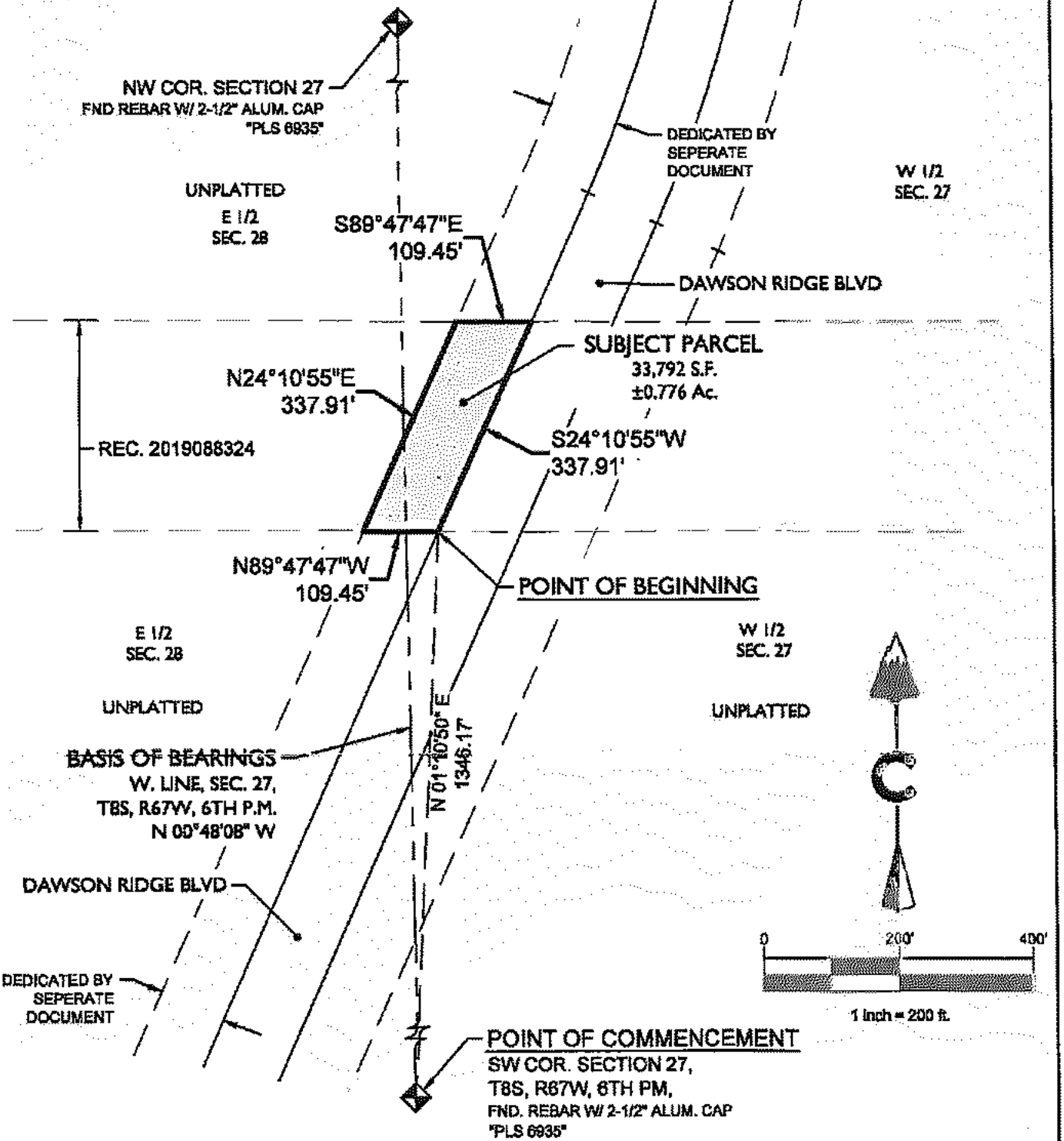
EXHIBIT

PART OF SECTIONS 27 & 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20-224 DAWSON
DATE: 06/14/2021
SHEET 2 OF 2

DR: D. BUCHHOLZ
DS: T. GIRARD
P.M. K. ROHRBOUGH

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EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

DAWSON RIDGE BOULEVARD RIGHT-OF-WAY EAST SLOPE EASEMENT

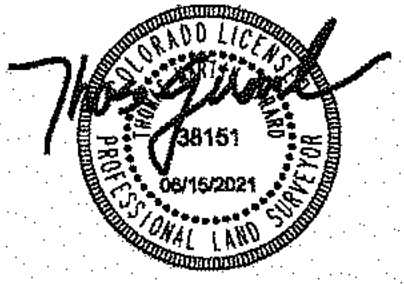
A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°48'08" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE NORTHWEST CORNER OF SAID SECTION 27, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 27, THENCE N 06°19'43" E, A DISTANCE OF 1353.70 FEET TO A POINT ON THE SOUTH LINE OF THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2019088324 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE AND THE POINT OF BEGINNING;
THENCE N 24°10'55" E, A DISTANCE OF 337.91 FEET TO A POINT ON THE NORTH LINE OF SAID DEED;
THENCE S 89°47'47" E, ALONG SAID NORTH LINE, A DISTANCE OF 109.45 FEET;
THENCE S 24°10'55" W, A DISTANCE OF 337.91 FEET TO A POINT ON THE SOUTH LINE OF SAID DEED;
THENCE N 89°47'47" W, ALONG SAID SOUTH LINE, A DISTANCE OF 109.45 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 33,792 SQUARE FEET OR 0.776 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR: D. BUCHHOLZ
DATE: 06/11/2021	DS: T. GIRARD
SHEET 1 OF 2	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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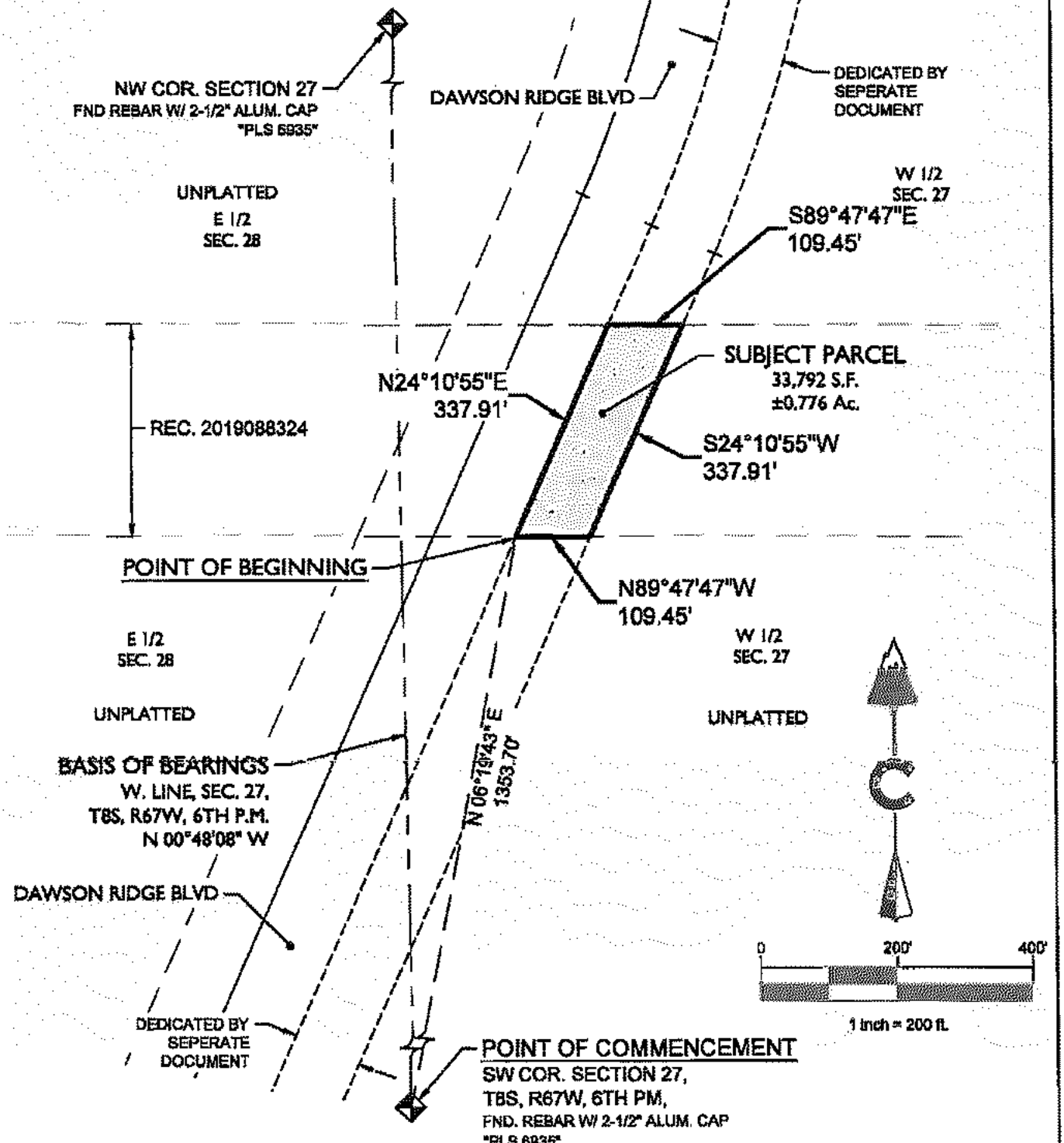
EXHIBIT

PART OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR:	D. BUCKHOLZ
DATE: 06/11/2021	DS:	T. GIRARD
SHEET 2 OF 2	P.M.	K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
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EXHIBIT

PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

A PARCEL OF LAND BEING A PORTION OF THE DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, AS DEDICATED BY DAWSON RIDGE FILING NO. A, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 8707610, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, LYING WITHIN THE WEST HALF OF SECTION 27 AND THE SOUTH HALF OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR N 00°26'45" W, FROM THE SOUTHWEST CORNER OF SAID SECTION 22, BEING MONUMENTED BY A REBAR WITH A 2-1/2 INCH ALUMINUM CAP STAMPED "PLS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21/22, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "PLS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE N 37°37'36" E, A DISTANCE OF 2603.53 FEET TO THE NORTHWEST CORNER OF SAID DAWSON RIDGE BOULEVARD, ALSO BEING A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING.
THENCE ALONG THE NORTH AND EAST LINES OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, THE FOLLOWING NINE (9) COURSES:

1. N 89°40'41" E, A DISTANCE OF 212.00 FEET;
2. S 00°19'19" E, A DISTANCE OF 36.27 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 75°31'21" AND AN ARC LENGTH OF 52.72 FEET, THE CHORD OF WHICH BEARS S 37°26'22" W, A DISTANCE OF 48.99 FEET;
4. S 00°19'19" E, A DISTANCE OF 79.43 FEET TO A POINT OF CURVATURE;
5. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1882.00 FEET, A CENTRAL ANGLE OF 14°04'37" AND AN ARC LENGTH OF 462.39 FEET TO A POINT OF COMPOUND CURVATURE;
6. ALONG THE ARC OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 16°41'34" AND AN ARC LENGTH OF 116.54 FEET TO A POINT OF REVERSE CURVATURE;
7. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 10°51'25" AND AN ARC LENGTH OF 75.80 FEET TO A POINT OF REVERSE CURVATURE;
8. ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1860.00 FEET, A CENTRAL ANGLE OF 12°48'55" AND AN ARC LENGTH OF 416.02 FEET;
9. S 32°24'22" W, A DISTANCE OF 2021.66 FEET;

THENCE N 79°58'06" W, A DISTANCE OF 3.79 FEET TO A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1560.00 FEET, A CENTRAL ANGLE OF 22°16'58" AND AN ARC LENGTH OF 606.70 FEET, THE CHORD OF WHICH BEARS N 21°15'53" E, A DISTANCE OF 602.86 FEET TO A POINT ON THE WEST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY;

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON
DATE: 05/28/2021
SHEET 1 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
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EXHIBIT

PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

THENCE N 32°24'22" E, ALONG SAID WEST LINE, A DISTANCE OF 579.18 FEET TO THE SOUTH LINE OF THE GAMBEL RIDGE DRIVE NORTH RIGHT-OF-WAY;
THENCE N 28°28'24" E, A DISTANCE OF 160.38 FEET TO THE NORTH LINE OF THE GAMBEL RIDGE DRIVE NORTH RIGHT-OF-WAY;
THENCE ALONG THE WEST LINE OF SAID DAWSON RIDGE BOULEVARD RIGHT-OF-WAY, THE FOLLOWING SIX (6) COURSES:

1. N 32°24'22" E, A DISTANCE OF 692.40 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 321.00 FEET, A CENTRAL ANGLE OF 09°15'17" AND AN ARC LENGTH OF 51.85 FEET TO A POINT OF REVERSE CURVATURE;
3. ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 279.00 FEET, A CENTRAL ANGLE OF 13°02'30" AND AN ARC LENGTH OF 63.51 FEET TO A POINT OF COMPOUND CURVATURE;
4. ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1740.00 FEET, A CENTRAL ANGLE OF 28°56'28" AND AN ARC LENGTH OF 878.90 FEET;
5. N 00°19'19" W, A DISTANCE OF 114.43 FEET TO A POINT OF CURVATURE;
6. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND AN ARC LENGTH OF 62.83 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 388,660 SQUARE FEET OR 8.922 ACRES, MORE OR LESS.

THOMAS M. GIRARD
COLORADO PLS 38151
FOR AND ON BEHALF OF
CORE CONSULTANTS, INC.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR: J. ANTON
DATE: 05/28/2021	DS: T. GIRARD
SHEET 2 OF 5	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
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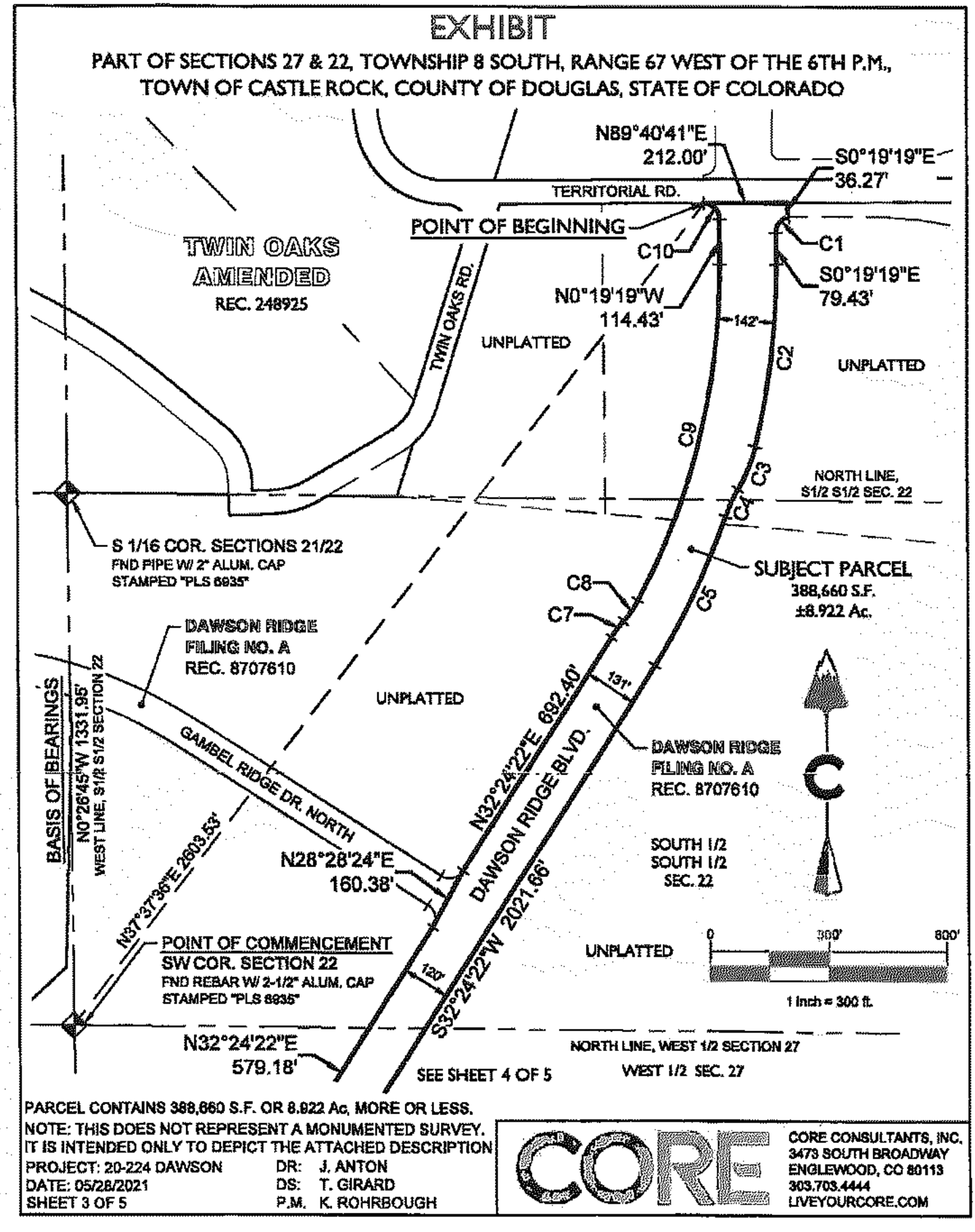

PARCEL CONTAINS 388,660 S.F. OR 8.922 Ac, MORE OR LESS.
NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON
DATE: 05/28/2021
SHEET 3 OF 5

DR: J. ANTON
DS: T. GIRARD
P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
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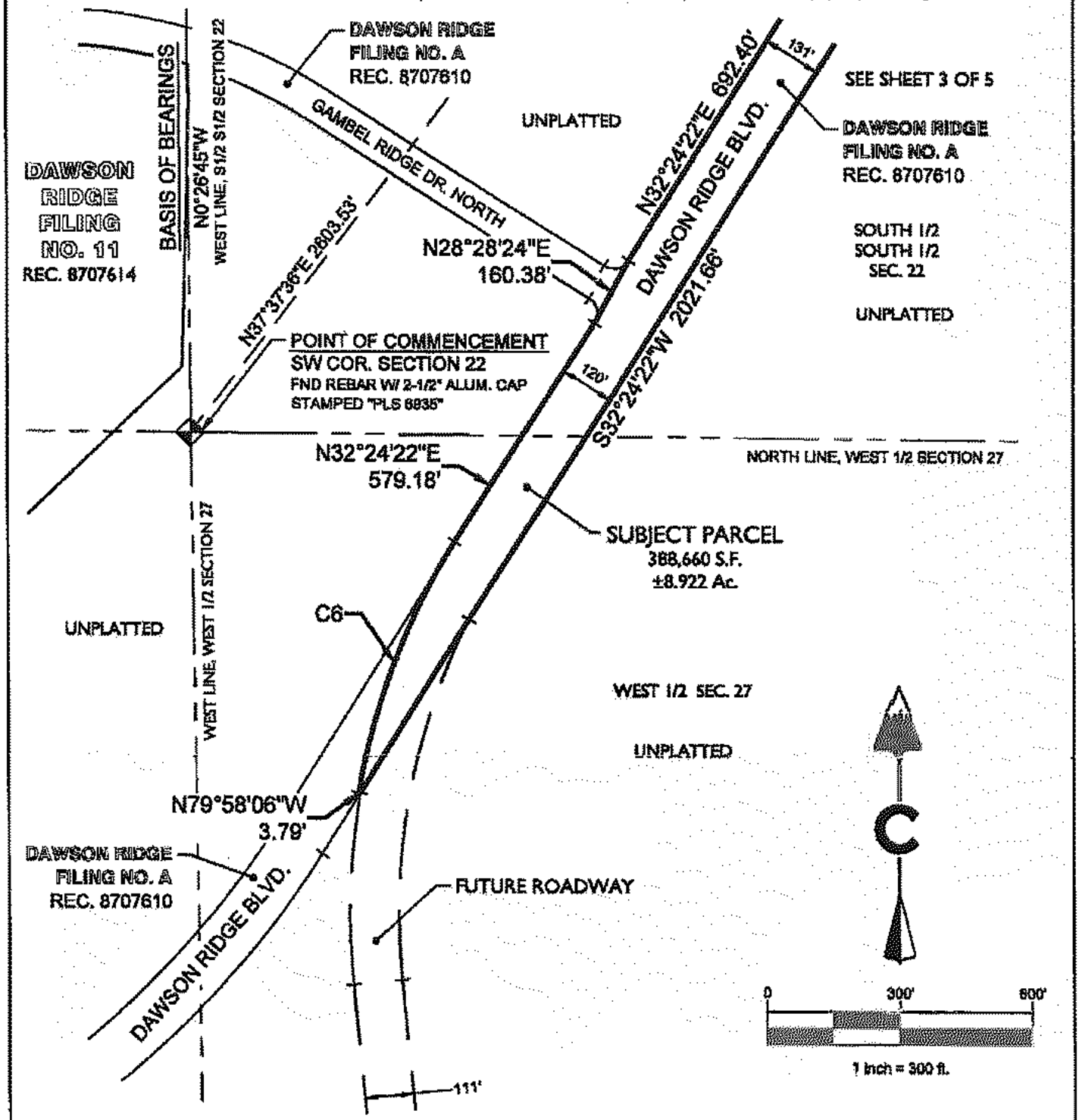
EXHIBIT

PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO



PARCEL CONTAINS 388,660 S.F. OR 8.922 Ac, MORE OR LESS.

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON	DR: J. ANTON
DATE: 05/26/2021	DS: T. GIRARD
SHEET 4 OF 5	P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

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EXHIBIT

PART OF SECTIONS 27 & 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	52.72'	40.00'	75°31'21"	S37°26'22"W	48.99'
C2	462.39'	1882.00'	14°04'37"	S6°43'00"W	461.23'
C3	116.54'	400.00'	16°41'34"	S22°06'05"W	116.13'
C4	75.80'	400.00'	10°51'25"	S25°01'10"W	75.68'
C5	416.02'	1860.00'	12°48'55"	S25°59'55"W	415.16'
C6	606.70'	1560.00'	22°16'58"	N21°15'53"E	602.88'
C7	51.85'	321.00'	9°15'17"	N37°02'00"E	51.79'
C8	63.51'	279.00'	13°02'30"	N35°08'24"E	63.37'
C9	878.90'	1740.00'	28°56'28"	N14°08'55"E	869.59'
C10	62.83'	40.00'	90°00'00"	N45°19'19"W	56.57'

NOTE: THIS DOES NOT REPRESENT A MONUMENTED SURVEY.
IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION

PROJECT: 20-224 DAWSON DR: J. ANTON
DATE: 05/28/2021 DS: T. GIRARD
SHEET 5 OF 5 P.M. K. ROHRBOUGH

CORE CONSULTANTS, INC.
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Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/21/2024

Item #: 16. **File #:** RES 2024-052

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager
Dan Sailer, Public Works Director

From: Aaron Monks, Project Manager

Resolution Approving an Intergovernmental Agreement Between the Town of Castle Rock and Dawson Trails Metropolitan District No. 1 Regarding Management of the Dawson Trails Boulevard Project *[West Frontage Road]*

Executive Summary

Staff is seeking Town Council approval of a Resolution approving a Management Agreement between the Town of Castle Rock and the Dawson Trails Metropolitan District No. 1 to manage the construction of Dawson Trails Blvd (relocated West Frontage Road).

The Town is currently working to construct the Crystal Valley Interchange (CVI), the southernmost interchange within the Town. As part of the interchange project, the existing frontage road that traverses north-south along the west side of I - 25 will be abandoned from Yucca Hills Road south to Tomah Road. This is a result of CVI's south bound I-25 on/off ramps requiring to be constructed in the current location of the Frontage Road. Dawson Trails Blvd will serve as the new north-south connection in this area. The attached map (***Attachment A***) provides an overview. As part of CVI, the Town is obligated to construct a portion of Dawson Trails Blvd. south to the Town limits and tie into a Dawson Trails Blvd. section Douglas County is obligated to construct.

The Dawson Trails development will start constructing improvements along the future corridor of Dawson Trails Blvd. during the timeframe that Dawson Trails Blvd. construction will need to begin for CVI. With this construction occurring simultaneously it was recognized that efficiencies can be gained by having a coordinated effort to manage the adjacent projects and the Town project. The cost of this management agreement is 3.5% of the initial construction contract. The estimated construction cost is $13,000,000, so the management fee is estimated to be $455,000. Staff has allocated $1,000,000 within the project budget for construction management.

Town staff will have oversight on the bidding process, which includes attending a pre- bid meeting and answering questions. Town staff will also have oversight in the selection of the contractor. Town staff will be able to provide feedback and make recommendation on the contractors that submitted bids. If Town staff is not agreeable with the price or contractor the project will be rebid with possible

revisions.

Construction of Dawson Trails Blvd. is anticipated to take place between May 2024 and June 2025.

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

This project has been presented in association with CVI in various forms within the last two Transportation Master Plans (TMP), which includes the 2017 TMP. The relocation was originally conceptualized as part of CVI in the late 1980's when the Dawson Ridge subdivisions were approved. Initial FHWA documents were completed in 2004 with the approval of an Environmental Assessment (EA) and the Finding of No Significant Impact (FONSI) recognized this project would be undertaken in association with CVI.

The design contract for Dawson Trails Blvd. with CORE Consultants was approved by Council in October of 2021. Town Council approved a construction contract for package 1 of CVI in June of 2023, and the Notice to Proceed was issued in February of 2024.

The proposed management agreement was presented to the Public Works Commission on April 1, 2024 to receive formal recommendation for Town Council approval. The Public Works Commission voted four (4) to two (2) to recommend Town Council approval. Commissioners Fletcher and Willie were the two dissenting votes. The Commissioners expressed concerns that Metropolitan Districts apply a property tax to pay debt and have a history of mismanaging those funds. There was a voiced opinion that the Town should develop stringent regulation related to Metropolitan Districts tax authority and management of the resident's funds. They did feel that this agreement makes sense to assist with saving public dollars.

Discussion

The Dawson Trails Blvd. construction is the next step in the process to allow the full operation of CVI. This project was not included in the construction of CVI to ensure the design and construction would utilize Town criteria, and not be subjected to higher prices associated with federal requirements. This allows the Town to coordinate with the adjacent development projects to gain efficiencies during construction.

In a continued effort to refine the coordination of the development and Town projects, staff has been working closely with the developer through the design of Dawson Trails Blvd. and the interchange. With the coordinating effort, it was recognized the development had major earthwork actives that would bring in excess of one million yards of material across the boulevard for their overlot grading needs. This was recognized as needing to be done prior to opening the interchange to lessen the impact to the traveling public at the time of the interchange opening.

The construction of Dawson Trails Blvd. will be managed by the Dawson Trails Metro District. With the Metro District managing multiple projects in the general vicinity, efficiencies are gained on their side. This also translates to efficiencies gained in the bidding of the boulevard project and the adjacent development projects.

Dawson Trails Metro District will acquire all permits needed to construct this project. This includes the construction permit issued by the Town's Development Services Department. Through the issuance of the construction permit the Development Services Inspection staff will provide quality control inspections for the project.

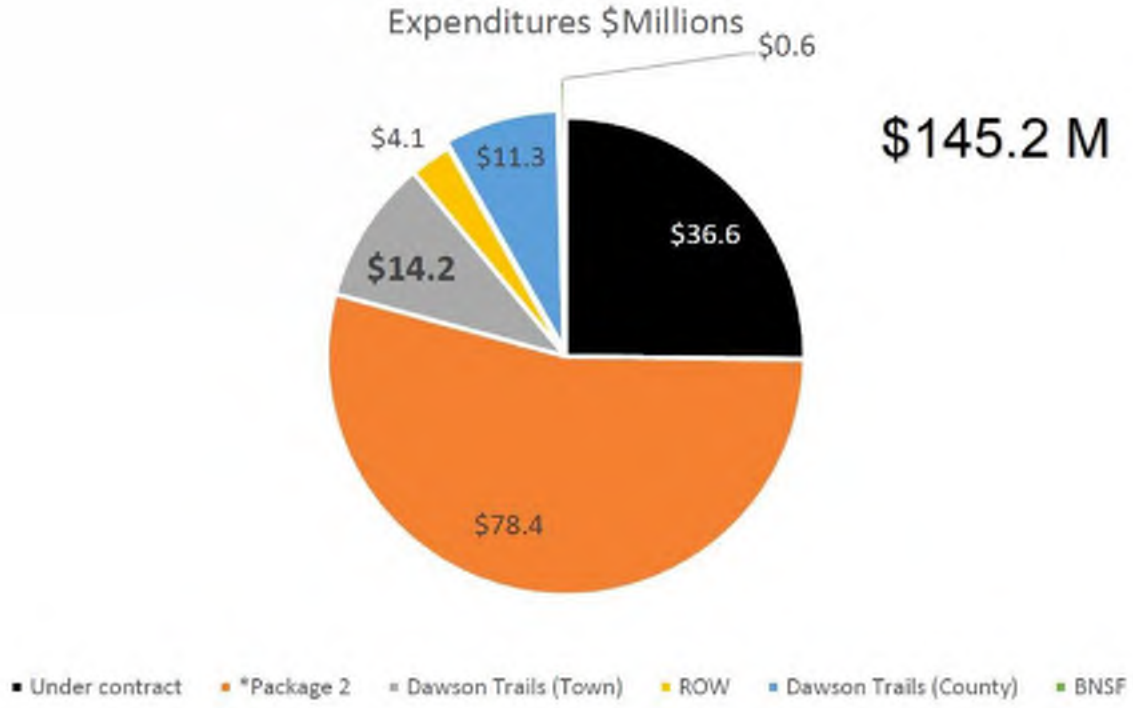
Additional effort may be required for pay item quantity tracking by the Development staff. Public Works and Development Services will develop a cost for this effort and submit a budget transfer request.

The agreement provides that the construction timeframe for Dawson Trails Blvd. will be between May 2024 and June of 2025. This falls within the timeframe that CVI will need to have this route open to complete aspects of the interchange. Douglas County is anticipating to bid and start construction of their portion of Dawson Trails Blvd. in the fall of 2024, and complete construction within the timeframe needed for the interchange.

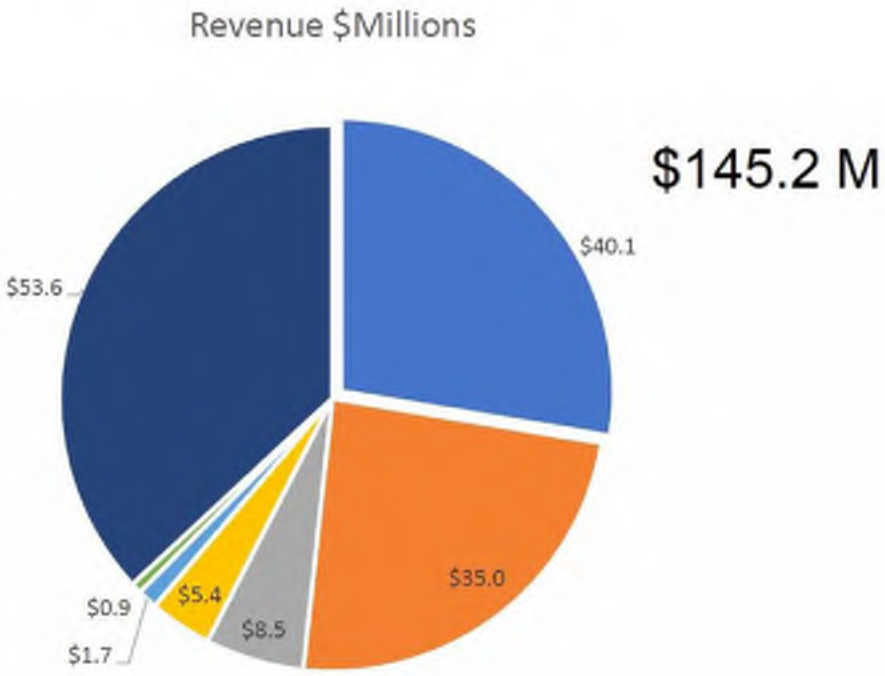
Budget Impact

The funds necessary for the construction management agreement have been budgeted in the CVI overall budget. Staff has budgeted $1,000,000 for construction management of Dawson Trails Blvd. during initial estimating for the project. The construction of Dawson Trails Blvd. is estimated at $13 million, so the 3.5% management fee would result in an estimated cost of $455,000. This amount is accounted for as part of the entire $14.2 Million remaining expenditure for constructing this segment that is shown in the chart on the next page. The Town will be invoiced by the Dawson Trails Metro District after Town staff has reviewed and agreed to the requested amount. The cost of the Town's construction permits and additional effort for quantity tracking is estimated at $250,000. It is anticipated that savings of approximately $300,000 will be realized by implementing this construction management plan. With the contractors being able to bid on adjacent projects, it is anticipated additional savings will be realized for construction cost. This proposed construction savings should result in continued savings in the construction management fee.

The below charts summarize the total project expenditures and revenue. The "Under contract" expenditures consist of Design Services initiated in 2021, acquisition of Right- of-Way, Construction Management Services and Intergovernmental Agreements with CDOT. The County's revenue number includes services in kind (construction of Dawson Tails Blvd within the County).



*Includes $1,344,000 associated with BNSF Railroad Flagging



■ Town ■ County ■ DRCOG ■ BUILD ■ IREA ■ BNSF ■ Developer

Staff Recommendation

Staff recommends Town Council approve the resolution as introduced by title. The Public Works Commission also formally recommends Town Council approval.

Proposed Motion

"I move that Town Council approve the Resolution as Introduced by title."

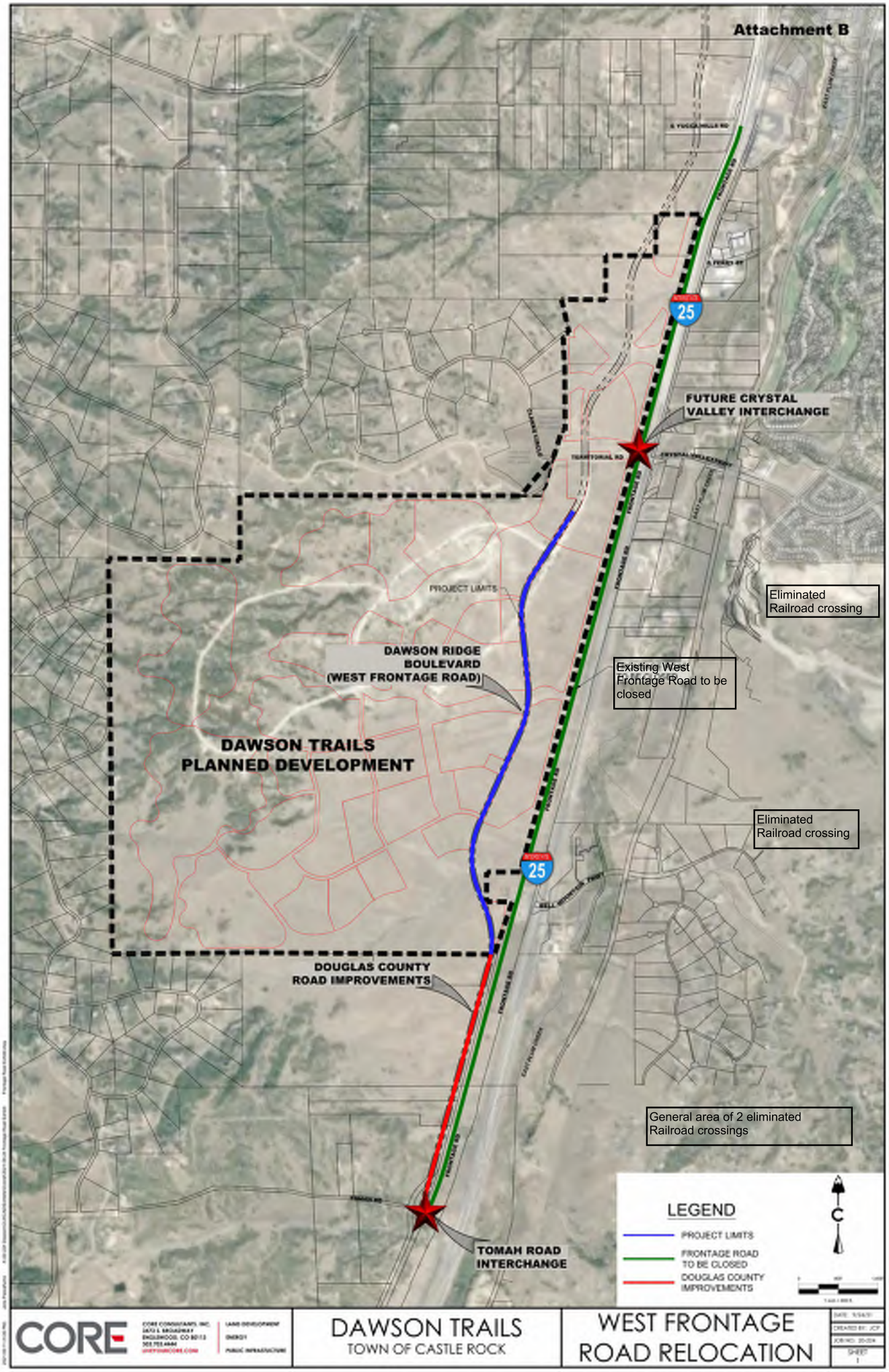
Alternate Motions

"I move to approve the resolution as introduced by title with the following changes ____"

"I move to continue this item to a future Town Council meeting date"

Attachments

Resolution
Contract
Attachment A: Map


Attachment B
FUTURE CRYSTAL VALLEY INTERCHANGE
PROJECT LIMITS
DAWSON RIDGE BOULEVARD (WEST FRONTAGE ROAD)
DAWSON TRAILS PLANNED DEVELOPMENT
DOUGLAS COUNTY ROAD IMPROVEMENTS
TOMAH ROAD INTERCHANGE
Eliminated Railroad crossing
Existing West Frontage Road to be closed
Eliminated Railroad crossing
General area of 2 eliminated Railroad crossings
LEGEND
PROJECT LIMITS
FRONTAGE ROAD TO BE CLOSED
DOUGLAS COUNTY IMPROVEMENTS
CORE
DAWSON TRAILS
TOWN OF CASTLE ROCK
WEST FRONTAGE ROAD RELOCATION

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 13. **File #:** RES 2025-083

To: Honorable Mayor and Members of Town Council

From: Norris w. Croom III, Fire Chief

Through: David L. Corliss, Town Manager

Resolution Approving the Castle Rock Fire and Rescue Department 2020-2024 Community Driven Strategic Plan, 2025 Final Update

Executive Summary

The Castle Rock Fire and Rescue Department (CRFD) has been an internationally accredited agency through the Commission on Fire Accreditation International (CFAI) agency since 2012. A central part of the department's continuous process improvement efforts is having a Strategic Plan that represents an understanding of the community's expectations, concerns, and priorities. The Department actively sought community feedback as the basis for establishing the 2020-2024 Strategic Plan. The plan provides a guide for the department's continuous improvement through 2024. This plan is reviewed and updated on annual basis to reflect the department's and Town's ongoing effort in an attempt to keep services consistent with our goals, objectives, and growth. The Amended 2020 - 2024 Strategic Plan provides the community with a summary of the progress made on all Strategic Goals. This is the final report for this plan.

Notification and Outreach Efforts

Outreach to the community was accomplished through a series of seven open houses conducted throughout the community, direct surveying of the open house participants, and, for the first time, an online survey.

The Public Safety Commission previously reviewed the Strategic Plan, to include the processes used in its development, approved the plan by unanimous vote, and recommended adoption.

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

The Department has maintained a strategic plan since 2010 when the Town adopted the 2010 - 2015 Community Driven Strategic Plan and approved its annual amendments. The 2016 - 2019 Strategic Plan was an extension of the Department's continuous process improvement efforts and contributed to our ongoing goal of providing exceptional service to our community, and remaining an internationally accredited agency. The current Strategic Plan was initially adopted by Town Council on

June 18th, 2020 via resolution 2020-010. The current strategic plan has been updated annually, presented to Town Council and adopted via resolutions 2021-069, 2022-042, 2023-088, and 2024-013.

Discussion

The Castle Rock Fire and Rescue Department (CRFD) has been an internationally accredited agency through the Commission on Fire Accreditation International (CFAI) agency since 2012. A central part of the department's continuous process improvement efforts is having a Strategic Plan that represents an understanding of the community's expectations, concerns and priorities. The Department actively sought community feedback as the basis for establishing the 2020-2024 Strategic Plan, and then conducted an internal assessment on how to best address the stated priorities. This plan provides a guide for the Department's continuous improvement through 2024, and it will be reviewed and updated on an annual basis to reflect the department's and Town's ongoing effort in an attempt to keep services consistent with goals, objectives and growth.

The Strategic Plan identifies the top community expectations which are:

1. Well trained personnel through training and education
2. Adequate response times
3. Adequate staffing

It also identifies the top community concerns, which are:

1. Keeping pace with growth and development
2. Ensuring sufficient staffing
3. Ensuring appropriate resource deployment
4. Adequate funding

Through the survey, the Strategic Plan establishes the community's service priorities, which are:

1. Emergency Medical Services
2. Fire Suppression
3. Wildland Fire Suppression
4. Fire Prevention
5. Technical Rescue
6. Hazardous Materials Response and Mitigation
7. Domestic Preparedness
8. Public Education
9. Fire Investigation

Keeping the community expectations and concerns in mind, the department's internal stakeholders group developed six strategic goals for the Department to focus on through 2024. Those goals are:

1. Improve and update the Fire Training Center (Community Expectation #1)
    - On Going

2. Plan and Implementation of Fleet Service and Logistics Facility (Community Concern #3)
    - In Process with Station 156
3. Develop and Implement a Comprehensive Wildland Mitigation Program through the Creation of a Community Wildfire Protection Plan (Community Expectation #2 and Community Concern #1 and #3)
    - Complete
4. Review and Update Software and Hardware Technologies (Community Expectations #1-3 and Community Concerns #1 and #3)
    - Complete
5. Develop a Special Operations Management Plan (Community Expectations #1-3)
    - Complete
6. Equip All Facilities to Minimize Return-to-Service Times and Provide for the Ongoing Health and Wellness of Department Members (Community Expectations #2 and #3)
    - Complete

In reviewing these goals, the internal stakeholder group agreed that these directly impact the community's expectations and concerns, and once completed, they should have a positive impact for not only the community, but the department as well.

This is the final report for this plan.

Budget Impact

While the adoption of the Amended 2020- 2024 Strategic Plan has no specific impact on the budget, the Strategic Goals have potential to impact the Fire and Rescue Department's budget. If there are any budgetary impacts as a result of the goals within the Amended 2020 - 2024 Strategic Plan, they will be addressed through the normal budget process.

Staff Recommendation

Staff recommends adopting the 2020 - 2024 Strategic Plan 2025 Final Update.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Attachments

Attachment A: Resolution
Exhibit 1: 2020 - 2024 Amended Strategic Plan 2025 Final Update

RESOLUTION NO. 2025-083

A RESOLUTION APPROVING THE CASTLE ROCK FIRE AND RESCUE DEPARTMENT 2020-2024 COMMUNITY DRIVEN STRATEGIC PLAN, 2025 FINAL UPDATE

WHEREAS, the Town of Castle Rock (the "Town") has previously adopted the 2010 – 2015 and 2016 – 2019 Community Driven Strategic Plans, and annual updates to the 2016-2019 Community Driven Strategic Plan, to provide direction for the growth and development of the Fire and Rescue Department (the "Department"); and

WHEREAS, the Department has prepared an updated strategic plan in accordance with the Commission on Fire Accreditation International; and

WHEREAS, the Department utilized a community driven planning process composed of internal and external stakeholders; and

WHEREAS, the 2020 – 2024 Community Driven Strategic Plan, 2025 Final Update (the "2025 Community Driven Strategic Plan Update") provides a summary of the progress made on the strategic goals set forth in the 2020 – 2024 Community Driven Strategic Plan and will serve as the final update to this strategic plan; and

WHEREAS, the Department recommends Town Council approve the 2025 Community Driven Strategic Plan Update; and

WHEREAS, Town Council finds that the 2025 Community Driven Strategic Plan Update is a sound and appropriate guide for the Department's growth and development, including all necessary goals, policies and implementation strategies.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. Approval. The 2020 - 2024 Community Driven Strategic Plan, 2025 Final Update is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, or deletions as the Town Manager may approve upon consultation with the Town Attorney and Fire Chief.

PASSED, APPROVED, AND ADOPTED this 15th day of July, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of _____ for and _____ against.

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

Approved as to content:

Norris W. Croom III, Fire Chief

Castle Rock Fire and Rescue Department

2020 – 2024 Strategic Plan

2025 Final Update

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RESOLUTION NO. 2024-013

A RESOLUTION APPROVING THE CASTLE ROCK FIRE AND RESCUE DEPARTMENT 2020-2024 COMMUNITY DRIVEN STRATEGIC PLAN, 2024 UPDATE

WHEREAS, the Town of Castle Rock (the "Town") has previously adopted the 2010 – 2015 and 2016 – 2019 Community Driven Strategic Plans, to provide direction for growth and development of the Fire and Rescue Department (the "Department"); and

WHEREAS, the Department has prepared an updated strategic plan in accordance with the Commission on Fire Accreditation International (CFAI); and

WHEREAS, the Department utilized a community driven planning process composed of internal and external stakeholders; and

WHEREAS, the Department recommends Town Council approve and adopt the 2020 – 2024 Community Driven Strategic Plan: 2024 Update (the "2024 Community Driven Strategic Plan Update"); and

WHEREAS, the Public Safety Commission, by unanimous vote, also recommends the Town Council approve and adopt 2024 Community Driven Strategy Plan Update; and

WHEREAS, Town Council finds that the 2024 Community Driven Strategic Plan Update constitutes a sound and appropriate guide for the Department growth and development over the next five years, including all necessary goals, policies and implementation strategies, subject to the periodic review and update.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. Adoption. The 2020 - 2024 Community Driven Strategic Plan, 2024 Update is hereby approved in substantially the same form attached as ***Exhibit 1***, with such technical changes, additions, modifications, or deletions as the Town manager may approve upon consultation with the Town Attorney and Fire Chief.

PASSED, APPROVED, AND ADOPTED this 20th day of February, 2024, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 7 for and 0 against.

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

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Approved as to form:

Mike Hyman

Mike Hyman, Town Attorney

Approved as to content:

Norris W. Croom III

Norris W. Croom III, Fire Chief

Executive Summary

The Castle Rock Fire and Rescue Department (CRFD) is an internationally accredited agency through the Commission on Fire Accreditation International (CFAI) that provides fire suppression, advanced life support emergency medical services, wildland fire suppression, hazardous materials response and mitigation, technical rescue, fire prevention/inspection, and public and risk-reduction education to the Town of Castle Rock (ToCR) and the Castle Rock Fire Protection District (CRFPD). As an agency committed to continuous improvement, CRFD is consistently working to fulfill its vision:

"To Be the Best *at providing emergency and prevention services"*, and maintain the highest level of professionalism and efficiency on behalf of those it serves.

The following strategic plan was written in accordance with the guidelines set forth in the CFAI *Fire & Emergency Service Self-Assessment Manual* 9th Ed., and is intended to guide the organization within established parameters set forth by the authority having jurisdiction. This document closely follows CRFD's previous Strategic Plans, facilitated by The Center for Public Safety Excellence (CPSE), in its format, structure, and language. Additionally, CRFD would like to recognize CPSE for their forethought and leadership with respect to international accreditation and professional credentialing.

The CFAI model utilizes the Community–Driven Strategic planning process to go beyond just the development of a document. It challenges the membership of the CRFD to critically examine paradigms, values, philosophies, beliefs and desires, and drives individuals to work in the best interest of the "team" and community. Furthermore, it provides the membership with an opportunity to participate in the development of their organization's short-term direction and focus. Members of the department's external and internal stakeholders groups performed an outstanding job in committing to this important project and remain committed to the document's completion.

In the following pages, CRFD presents their 2020 – 2024 Strategic Plan. This strategic plan, with a foundation that is based in community and membership input, reviews the department pillars (Vision, Mission, and Values) and sets forth a continuous improvement plan that offers a road map for a justified and sustainable future. This plan details six strategic goals developed by the internal stakeholder;

- Develop and Implement A Comprehensive Wildland Mitigation Program Through Creation of a Community Wildfire Protection Plan (CWPP)
- Review and Update Software and Hardware Technologies
- Update and Improve the Fire Training Center
- Planning and Implementation of Fleet Services and Logistics Facility
- Equip all facilities to minimize return to service times and provide for the ongoing health and wellness of department members.
- Develop a Special Operations Management Plan

Each of these goals will require time, funding and effort from multiple divisions within the Department to be successful. Teams will be established for each goal, and to ensure the goals remain relevant and consistent with the Department's vision, mission, and values. Each goal will be reported on monthly and reviewed at least annually as part of the Department's annual retreat.

Change Summary

Date Changed	Summary	Approved
1/21/2020	• Initial release	Resolution 2020-010
6/18/2021	• Strategic Goal updates	Resolution 2021-069
02/20/2022	• Strategic Goals Update ○ CWPP Adopted • Updated population data • Updated staffing data	Resolution 2022-042
1/30/2023	• Strategic Goals Update • Updated population data • Updated staffing data	Resolution 2023-088

1/12/2024	• Strategic Goals Update
	  ○ Goal #1 Progress updated
	  ○ Goal #2 Suspended
	  ○ Goal #4 Complete
	• Updated population data
	• Updated staffing data
		Resolution 2024-013

6/16/2025	• Strategic Goals Update
	  ○ Goal #1 Progress Updated
	  ○ Goal #2 Progress Updated
		Resolution 2025-xxx

Castle Rock Fire and Rescue Department Strategic Plan

TABLE OF CONTENTS

Organizational Background 1

Definition of a Community-Driven Strategic Plan 2

Process and Acknowledgements 6

External Stakeholder Group Findings 6

- Community Priorities 7
- Community Expectations 8
- Areas of Community Concern 9
- Community Feedback of Strengths 10

Internal Stakeholder Group Findings 12

Vision, Mission and Values 13

- Town of Castle Rock's Vision: 13
- Castle Rock Fire and Rescue 15

Programs and Services 17

S.W.O.T. Analysis 18

Goals and Objectives 24

Performance Measurement 35

Glossary of Terms and Acronyms 37

Attachment 1: Expectation & Concern Category Definitions 39

Attachment 2: Community Expectations 40

Attachment 3: Community Concerns 41

Works Cited 42

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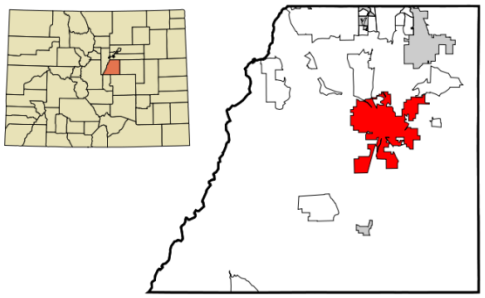
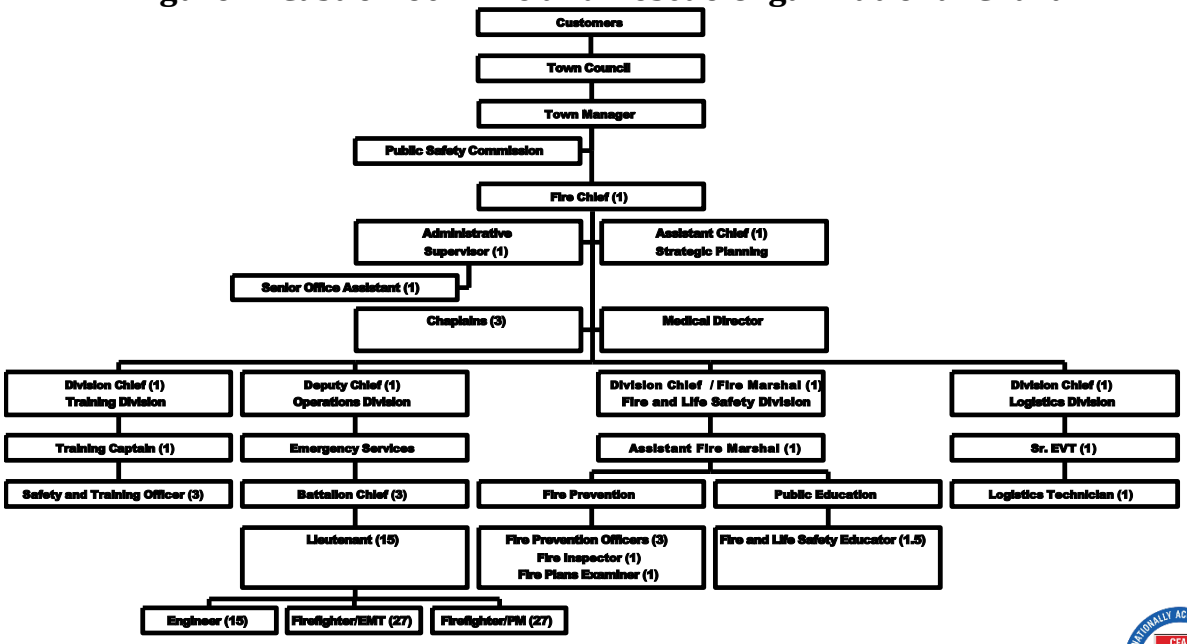
Organizational Background



The Town of Castle Rock, 28 miles south of Denver, was founded in 1874, and is the county seat of Douglas County, Colorado. It is named for the prominent castle tower-shaped butte near the center of town. Castle Rock is governed by a council-manager form of government, with six council members elected to four-year terms and an at-large mayor.

The first mention of firefighting in Castle Rock is found in the Town minutes of April 1892 in which the mayor was instructed to purchase fire hose. By April 1895, a Fire Chief was appointed, and instructed to organize a company of seven people, though the discussion of creating a formal volunteer fire department did not occur until January 1915 as a result of several local fires and losses. Today, the Castle Rock Fire and Rescue Department (CRFD) protects the life and property of The Town of Castle Rock (34 square miles with approximately 84,700 residents) and those within the Castle Rock Fire Protection District (32 square miles with approximately 3,600 residents). Fire, Rescue, Emergency Medical Services, hazardous materials mitigation, Prevention, Investigation, and Educational services are provided by the agency's 105 career members (103 uniformed staff, two civilian staff) and three administrative volunteers members from five stations.

Figure 1: Castle Rock Fire and Rescue Organizational Chart



Definition of a Community-Driven Strategic Plan

The fire service is in a very competitive evolutionary cycle. Public demands continue to increase, while competition for funding, resources, and personnel is greater than ever. These trends place increased pressure on the modern fire service manager, policymakers, and staff to develop ways to be more effective and more efficient. In many cases, the public is demanding the accomplishment of specific goals, objectives, and services with fewer resources. To work more efficiently with available resources, organizations must establish their direction based on constructive efforts while eliminating programs that do not serve the community.

To ensure that community needs were incorporated, a Community–Driven Strategic Planning process was used to develop the CRFD Strategic Plan. Businesses employ this type of process to identify market trends, allowing the service provider to focus resources while reducing risk and wasted effort.

What is a Strategic Plan?

It is a living management tool that:

- Provides short-term direction
- Builds a shared vision
- Sets goals and objectives
- Optimizes use of resources

> ***"You can either be the architect of change, or the tenant of the result."***
>
> Peter F. Drucker

Effective strategic planning benefits from a consistent and cohesively structured process employed across all levels of the organization. Planning is a continuous process, one with no clear beginning, and no clear end. While plans can be developed on a regular basis, it is the intentional process of planning that is important, not the publication of the plan itself. The planning process should be flexible and dynamic, with new information from community members, like-providers, economic and environmental changes, all factored in appropriately.

Community-Driven Strategic Planning creates a platform for a wide range of beginnings. The approach comes to life by being shared, debated, and implemented in the context of organizational realities.

Successful organizations, from government agencies to Fortune 500 companies, have recognized that attaining community focus is essential. Aware of this necessity, public safety agencies must strategically plan how they will deliver high-quality products and services to the public through better, faster, and less expensive programs, or justify the absolute need for additional resources.

Once the strategic goals are established, agency leaders must establish performance measures, for which they are fully accountable, to assess and ensure that their departments and agencies are, indeed, delivering on the promises made in their strategic plans. Goodstein, Nolan, & Pfeiffer define Strategic Planning as:

> *a continuous and systematic process where the guiding members of an organization make decisions about its future, develop the necessary procedures and operations to achieve that future, and determine how success is to be measured.*[1]

The U.S. Federal Consortium Benchmarking Study Team goes on to explain that to fully understand strategic planning, it is necessary to look at a few key words in the strategic planning definition:

- **continuous** refers to the view that strategic planning must be an ongoing process, not merely an event to produce a plan;
- **systematic** recognizes that strategic planning must be a structured and deliberate effort, not something that happens on its own;
- **process** recognizes that one of the benefits of strategic planning is to undertake thinking strategically about the future and how to get there, which is much more than production of a document (e.g., a strategic plan);
- **guiding members** identifies not only senior unit executives, but also employees. (It also considers stakeholders and customers who may not make these decisions, but who affect the decisions being made.);
- **procedures and operations** references the full spectrum of actions and activities, from aligning the organization behind clear long-term goals to putting in place organizational and personal incentives, allocating resources, and developing the workforce to achieve the desired outcomes; and
- **how success is to be measured** recognizes that strategic planning must use appropriate measures to determine if the organization has achieved success.

Most importantly, strategic planning can be an opportunity to unify the management, employees, and stakeholders through a common understanding of where the organization is going, how everyone involved can work to that common purpose, and how progress and levels will measure success.

[1] Federal Benchmarking Consortium. (1997, February). *Serving the American Public: Best Practices in Customer-Driven Strategic Planning*

Where Does the Community Fit into the Strategic Planning Process?

For many successful organizations, the voice of the community drives their operations, and charts the course for their future. Companies, as well as state and city governments, have begun focusing on their community as one of the key motivators in planning for the future.

A "community-driven organization" is defined as one that:

> *maintains a focus on the needs and expectations, both spoken and unspoken, of customers, both present and future, in the creation and/or improvement of the product or service provided.*[2]

Again, it will be useful to use the U.S. Federal Consortium Benchmarking Study Team's definitions of the specific terms used in the above definition:

- **focus** means that the organization actively seeks to examine its products, services, and processes through the eyes of the customer;
- **needs and expectations** means that customers' preferences and requirements, as well as their standards for performance, timeliness, and cost, are all input to the planning for the products and services of the organization;
- **spoken and unspoken** means that not only must the expressed needs and expectations of the customers be listened to, but also that information developed independently "about" customers and their preferences, standards, and industry will be used as input to the organizational planning; and
- **present and future** recognizes that customers drive planning and operations, both to serve current customers and those who will be customers in the future.

Performance Assessment

Implied within every stage of the planning process is the ability to determine progress made toward the goals or targets. This assessment ability is a monitoring function that simply tracks activities. It may be as simple as a "To Do List," or as complicated as a plan of action, with milestones and performance measures. Also implied within the planning process is the ability to measure the effectiveness of the actions taken in the conduct of the organization's business.

[2] Federal Benchmarking Consortium. (1997, February). *Serving the American Public: Best Practices in Customer-Driven Strategic Planning*

The Community–Driven Strategic Planning Process Outline

The specific steps of the process are as follows:

1. Define the services provided to the community.
2. Establish the community's service priorities.
3. Establish the community's expectations of the organization.
4. Identify any concerns the community may have about the organization and its services.
5. Identify those aspects of the organization and its services the community views positively.
6. (Re)Develop or confirm the Mission Statement, giving careful attention to the services currently provided and which logically can be provided in the future.
7. (Re)Establish or confirm the Values of the organization's membership.
8. Identify the Strengths of the organization.
9. Identify any Weaknesses of the organization.
10. Identify areas of Opportunity for the organization.
11. Identify potential Threats to the organization.
12. Identify any gaps between expectation and capabilities.
13. Identify any critical issues facing the Department.
14. Establish realistic goals and objectives for the future.
15. Identify implementation tasks for each objective.
16. Develop organizational and community commitment to the plan.

Process and Acknowledgements

The Castle Rock Fire and Rescue Department would like to acknowledge the Community for participating in the numerous External Stakeholder meetings and the Internal Stakeholders for their participation and input into the Community–Driven Strategic Planning Process.

Development of the CRFD's Strategic Plan began in October 2018 by holding several Community Education/External Stakeholder meetings. These meetings were held at various locations throughout the Town to include fire stations, community centers, and, for the first time, an on-line form. Attendees were educated about CRFD's services, capabilities, resources and limitations. After which, attendees were asked to prioritize CRFD's services, and provide expectations and concerns of their fire department, as well as offer any strengths and/or weaknesses of the CRFD. Valuable commentary and useful information was collected. Discussions at the meetings revolved around community expectations, concerns, and comments about the agency. CRFD expresses a special 'thank you' to community members who contributed to the creation of this strategic plan; it was truly a team effort.

The Department received a total of 73 responses. These included a total of 297 expectations, 187 concerns, 108 strengths, and 32 weaknesses. CRFD compiled the expectations and concerns into 27 categories to help narrow and maintain focus. These categories and their definitions may be found in Attachment 1.

External Stakeholder Group Findings

The CRFD's Mission Statement and a key to our organizational philosophy is *"**High Customer Satisfaction** through quality preparation and excellent service"*. Therefore, the Department asked the community to participate in meetings which would focus on the needs and expectations of the agency. Discussion centered not only on the present services provided, but also on priorities for the future.

> ***"If you have higher priorities than 'meeting your customers' expectations,' you're in a whole lot more trouble than any book is going to bail you out of."***
>
> John Guaspari

Community Priorities

In order to dedicate time, energy, and resources on services most desired by our community, CRFD needs to understand what the customers consider their priorities. The External Stakeholders were asked to prioritize the services offered by the agency through a process of direct comparison.

Table 1: Community Service Priorities for Castle Rock Fire and Rescue Department

Services	Rank	% of Total	Score
EMS	1	18.3%	590
Fire Suppression	2	17.7%	573
Wildland Fire Suppression	3	13.6%	439
Fire Prevention	4	11.6%	374
Tech Rescue	5	9.9%	319
HAZMAT	6	8.8%	283
Domestic Preparedness	7	7.6%	244
Public Education	8	6.9%	223
Fire Investigation	9	5.8%	186
Other	10	0.0%	0

Emergency Medical Services (EMS) ranked as the top priority in all survey groups, and also represents 68% of the agency's annual responses. Other services: The community was provided an opportunity to list any services not listed that CRFD should be provide. In no case did a community member list any other service(s) that CRFD should provide.

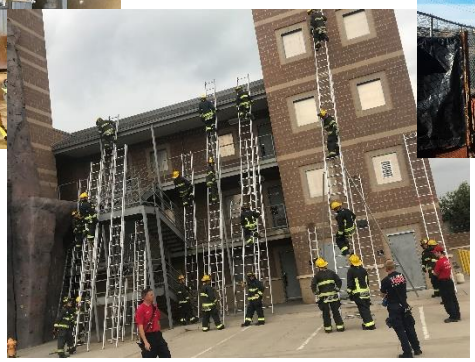
Community Expectations

Understanding what the community expects of its fire and emergency services organization is critically important to developing both short and long-range perspectives. The community was asked to list, in order of priority, their expectations of CRFD. The responses were weighted and ranked to provide not just a count, but a weighted rank and total to determine both the top expectation(s) and over all expectation of the community. Following are the expectations of the community's External Stakeholders:

Table 2: External Stakeholders' Expectations of the Castle Rock Fire and Rescue Department

Community Expectations	Rank	% of Total	Score
Training/education	1	25.0%	237
Response time	2	24.6%	233
Staffing	3	9.1%	86
Core service	4	7.2%	68
Equipment/apparatus	5	7.2%	68
Growth/development	6	6.5%	62
Qualities	7	3.2%	30
Resource deployment	8	2.6%	25
Public education	9	2.5%	24
Fiscal responsibility	10	2.0%	19

As seen in Table 2, Training and Education of Department members is the number one priority (25.0%), followed very closely by Response Time (24.6%). This result (response time vs. training/education) is consistent with previous Strategic Plans where the community expects the Fire Department to arrive quickly AND to be well trained. The top 10 expectations account for nearly 90% of all expectations (89.9%). The complete list of community expectations may be found in Attachment 2: Community Expectations.



Areas of Community Concern

The Community–Driven Strategic Planning process would be incomplete without an expression from the community regarding concerns about the Department. An identical process was used to collect, compile and evaluate the community's concerns. Some areas of concern may in fact be a weakness within the delivery system, while some weaknesses may also be misperceptions based upon a lack of or incorrect information.

Table 3: External Stakeholders' Concerns of the Castle Rock Fire and Rescue Department

Community Concern	Rank	% of Total	Score
Growth/development	1	18.8%	123
Staffing	2	16.3%	107
Resource deployment	3	12.7%	83
Funding	4	12.2%	80
Public education	5	6.4%	42
Response time	6	6.1%	40
Wildfire	7	4.6%	30
Fiscal responsibility	8	2.9%	19
Code Enforcement / Development	9	2.9%	19
Resources	10	2.9%	19

As seen in table 3, the top community concern is growth and development; more specifically the Department's ability to keep pace with and be able to maintain its existing levels of service as the community continues to grow. The ability to keep pace with Growth and Development was also the sixth highest expectation. This is telling in that the community expects the Department to plan for growth, and also has concerns about that planning process. The complete list of community concerns may be found in Attachment 3: Community Concerns.

Community Feedback of Strengths

CRFD asked the external stakeholders to share any strengths of the Department that they have witnessed, experienced or had personal knowledge of. There were a total of 97 responses.

Table 4: External Stakeholders' feedback on Strengths of the Castle Rock Fire and Rescue Department (verbatim)

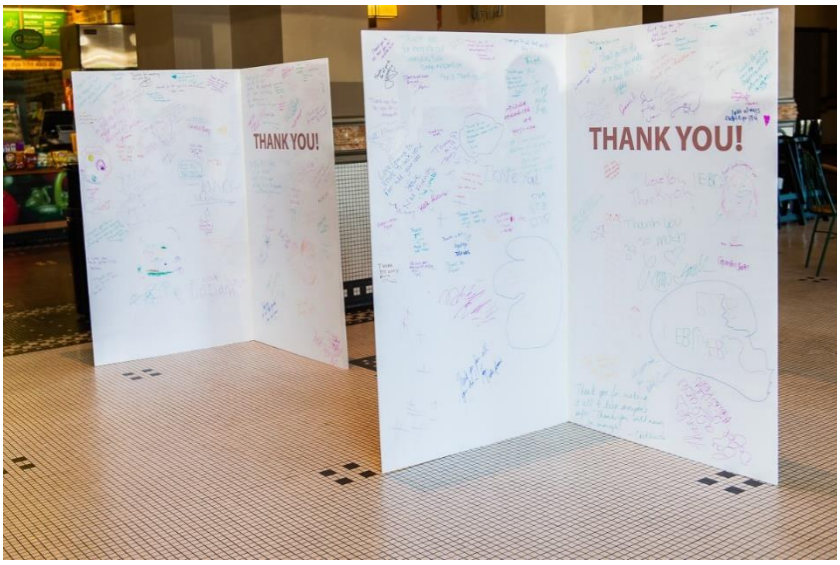
Handled the plane crash near our house very well	Handled the house that blew up with awesomeness	Responded to our elderly neighbors frequently without complaint
Community Leaders - Like the open houses	Close to my location	Approachable
Great relationship	New equipment	Professional
Happy to help	Rapid response	Knowledgeable
I really like the open houses at the fire house this year	Quality & Clean fire house that are seen & recognizable in the community	Have array of what you need - from HAZMAT to the ladder engine
Compassionate about their jobs	Knowledge	Professional
Great public outreach	Open houses - great method	Community outreach
Sufficient staffing	Quick response time	Compassion / concern
Public outreach / community involvement	Well trained	Education
Professional	Excellent equipment	Awesome response for EMS - currently
Accessible	Professional image	Friendly / knowledgeable
Our firefighters / EMTs	Personable, polite	Education
Part of the community	Quick to the call - from what I've seen	Visible in the community
Excellent customer service	Knowledgeable	Well trained
Full service	Visible	Professional
Adequate staffing	Great public presence / interaction	Response to issue
Nice to my inept neighbors when responding to battery-low fire alarms	Friendly , super-helpful support during emergency calls	visibility- we see them at the fire station "bumper time"
Very kind, helpful, approachable	Availability	Professional
Community caring show kids the fire truck, get them comfortable with the firefighters	Willing to educate the public at the firehouses	I can't say enough about your professionalism
Beautiful facility	Training/knowledge	Good at replacing smoke detectors
Pole	Medical attention capability	Knowledgeable staff
Very professional	Visibility	Age of equipment
Very prompt	Professionalism	Training - well trained, confident
Friendly	Visible in the community	Availability to schools for programs
Well trained	Very open to the community	Timely
Fast response	Friendly	Professional
Friendly	Informative	Always welcoming to teach
Competent	Timely	Professionalism
Prompt	Fast response	Always have responded quickly
You are wonderful to the students at the elementary school	Very knowledgeable, trained, professional	Great emergency responders, but also involved in our community
Education	Presence in the community	Friendly & professional
Teaches CPR	Friendly & open; easily accessible	Professional certs
Easy to talk to		

Community Feedback of Weaknesses

CRFD asked the external stakeholders to share any weaknesses of the Department that they have witnessed, experienced or had personal knowledge of. There were 17 responses submitted, of those, six stated they actually had no concerns.

Table 5: External Stakeholders' feedback on Weaknesses of the Castle Rock Fire and Rescue Department (verbatim)

None
None that I'm aware of
Self -inspections program
Fire education for adults & homeowners
Can't think of any
Get the 'Nextdoor' APP to send out reminders for battery changes etc.
Growth - Need more Resources
None
None
Can't think of any
Limited abilities for multiple emergencies
Public knowledge
More open houses, tell the community more about everything the department does, metrics
I hope you have enough funding to cover all your needs
Small unit
Staff levels vs. growth
Seems like with the rapid growth you are stretched kind of thin



Internal Stakeholder Group Findings

The internal stakeholder group consisted of the Fire Chief, Division Heads, and representatives from each of the Department's three shifts. The work sessions were conducted over the course of two days, one in February 2019 and the other in September 2019. The February session focused on CRFD's performance over last year; discussed and ratified the Vision, Mission, and Values; and reviewed the Community-Driven Strategic Planning approach. During the September session, CRFD reviewed the community feedback results for service priorities, expectations, concerns, strengths and weaknesses; completed a S.W.O.T. analysis (strengths, weaknesses, opportunities, threats); and identified critical issues and potential gaps between expectations and capabilities. In the end, the team developed a number of strategic goals focused on maintaining a high degree of customer service.

These work sessions were held in the absence of rank to ensure all members had an equal voice. This model generated spirited discussion, a high level of interest, and participation by the broad representation in attendance, as named below. Their participation and insights were essential in the challenge of developing a comprehensive plan.

Table 6: Castle Rock Fire and Rescue Department Internal Stakeholders

Oren Bersagel-Briese Division Chief – Training	Jason Butts Battalion Chief	Stephen Coffin Firefighter/Paramedic
Kendal Compton Firefighter/EMT	Norris Croom III Fire Chief	Brian Dimock Division Chief - Fire Marshal
Adam Gallegos Firefighter/Paramedic	Aaron Goudy Firefighter/Paramedic	James Gile Division Chief - Logistics
Clay Kallweit Lieutenant	Lori Kania Administrative Supervisor	Caleb McNeil Firefighter/EMT
Rich Martin Deputy Chief - Operations	Eric Morgenthaler Battalion Chief	Craig Rollins Assistant Chief
Deborah Stanley Senior Administrative Assistant		Kevin Travis Firefighter/Paramedic

Vision, Mission and Values

Considering that CRFD is a department within The Town of Castle Rock, its important for CRFD to ensure that it keeps the Town's Vision, Mission and Values in mind as they develop their own. Vision, mission and values are defined within this document as:

Vision:	An idealized view of a desirable and potentially achievable future state - where or what an organization would like to be in the future
Mission:	An enduring statement of purpose; the organization's reason for existence. Describes what the organization does, for whom it does it, and how it does it.
Values:	The importance of something or a trait that is desired

Town of Castle Rock's Vision:

The Town of Castle Rock is a world-class community with small-town character. As the Town continues to grow, together we will work to sustain and enhance our livable community by pursuing and achieving our primary goals:

- Achieve the financial capability necessary to accomplish the Vision
- Sustain a high quality of life as a safe, family-friendly community
- Ensure a town government accountable for its vision, mission and values
- Maintain a vibrant downtown
- Maintain a strong sense of community and small-town community character
- Provide outstanding community services including police, fire, emergency medical, parks, recreation, water and transportation
- Buffer the Town from the overall urban area in order to be physically freestanding
- Preserve and enhance our history and heritage
- Remain the county seat and the center for governmental services
- Ensure high-quality new development
- Achieve a diversity and balance of housing, services and employment
- Provide outstanding cultural, entertainment and educational opportunities
- Protect and enhance our natural environment

Town of Castle Rock's Mission:

Achieving the Community Vision through Excellence, Dedication and Service.

Town of Castle Rock's Values:

Clear, direct honest communication is the essential vehicle by which the following values are demonstrated:

- We are accountable for behaviors, work products, successes and failures
- We are committed to integrity, honesty and the highest standard of conduct and professionalism
- We are adaptable and open to change
- We work as a team toward common goals and are considerate of time and priorities
- We encourage creativity and innovation
- We recognize and celebrate accomplishments
- We support balance between our professional and personal lives
- We practice responsible care for our resources, assets, and environment
- We provide exceptional public service to internal and external customers

Castle Rock Fire and Rescue

At the onset of the first day, the internal stakeholders reviewed and discussed the Department's Vision, Mission, and Values. They were then offered the opportunity to change or ratify them. The internal stakeholders unanimously ratified CRFD's Mission, Vision, and Values. These are displayed proudly in each fire station, every office, and frequently referred to by members as guiding principles in their daily activities.

Castle Rock Fire and Rescue Department Vision:

This vision provides a target of excellence or ultimate purpose that the organization will strive toward and provides a basis for its goals and objectives.

To Be the Best *– at providing emergency and prevention services.*

The department's vision is what we strive for on a daily basis. In all aspects of the multitude of services that we provide, we should constantly be looking for best practices, efficiencies, and opportunities to give our community the highest possible level of service. When we walk away from a customer interaction, we want their response to be "Wow!" and extremely impressed with our service.

Castle Rock Fire and Rescue Department Mission:

The purpose of the Mission is to guide the actions of the organization, answer the questions:

- Who are we?
- Why do we exist?
- What do we do?
- Why do we do it?
- For whom?

Ideally, a Mission statement should include aspects that are both objective and measurable.

High Customer Satisfaction *- through quality preparation and excellent service.*

Our mission is why we exist. Achieving high customer satisfaction, in every instance, requires one simple thing – Be Nice! Treating our customers and co-workers in a manner that we would want to be treated is the basis of our mission. When coupled with all our capabilities, our mission is to ensure that our customers and co-workers are completely satisfied with the services that have been provided to them.

Castle Rock Fire and Rescue Department Values:

Establishing values embraced by all members of an organization is extremely important. They recognize those features and considerations that make up the personality of the organization.

***S**trength*
***H**onor*
***I**ntegrity*
***E**xcellence*
***L**eadership*
***D**edication*
***S**ervice*

Our values define who we are and what we aspire to maintain every single day. We cannot have one without the others, and not abiding by one can cause our "SHIELDS" to fall short. Our customers put all their faith and trust in us in their time of need, and it is these values that allow us to maintain and build upon that trust.

The Vision, Mission, and Values are the foundation of this department. Thus, every effort will be made to keep these current and meaningful so that the individuals who make up the CRFD are well guided by them in the accomplishment of the goals, objectives, and day-to-day tasks.

Programs and Services

The CRFD Internal Stakeholders identified the following core programs provided to the community, as well as the services that enable the agency to deliver their core programs:

Table 7: Core Programs

• Emergency Medical Services
• Fire Suppression
• Technical Rescue
• Wildland Fire Suppression
• Fire Prevention
• Public Fire/EMS Safety Education
• Hazardous Material Mitigation
• Fire Investigation
• Domestic Preparedness Planning and Response

Table 8: Support Services

• Training	• Town Information Technology
• Physical Resource Maintenance	• Law Enforcement
• Health and Wellness	• City Legal
• Dispatch/Communications Services	• Town Council
• Public Works	• Automatic/Mutual Aid
• Electric Utility	• Medical Facility Support
• Gas Utility	• Douglas County Emergency Management
• Water Purveyors	• Contract Services
• Town Finance	• Development Services
• Town Human Resources	• Tri County Health
• IAFF Local #4116	• Explorer Post #107
• Unmanned Aerial Vehicles (UAV)	• Town of Castle Rock Emergency Management

S.W.O.T. Analysis

The Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis is designed to have an agency candidly identify its positive and less-than-desirable attributes. The Department participated in this analysis and recognized our strengths and weaknesses (internal to the Department), as well as the possible opportunities and potential threats (external to the Department). All departments, divisions and shifts were afforded an opportunity to share an individual SWOT analysis. After which, the internal stakeholders broke into four groups, each assigned a separate portion of the SWOT.

Strengths

It is important for any organization to identify its strengths (internal) in order to assure that it is capable of providing the services requested by the community and to ensure that strengths are consistent with the issues facing the organization. Often, identification of organizational strengths leads to the channeling of efforts toward primary community needs that match those strengths. Programs that do not match organizational strengths, or the primary function of the organization, should be seriously reviewed to evaluate the rate of return on staff time. Through a consensus process, the Internal Stakeholders identified the strengths of the CRFD as follows:

Table 9: Internal Stakeholder - Strengths

People	Progressive	Training
End user driven	Strong community support	Good equipment
Good internal communication	Town/Council support	Positive community surveys
Budget	Compassion	Professional network
Support of each other	Openness	Approachability
Hiring process/recruiting	EMS program	Willing to try
Size/agility	Agency reputation	Culture
Ownership at the line level	Specialty programs	Adaptability/fluid
Leadership	Member involvement	Top department in Town community survey

Weaknesses

Performance or lack of performance within an organization depends greatly on the identification of weaknesses (internal) and how they are confronted. While it is not unusual for these issues to be at the heart of the organization's overall concerns, it is unusual for organizations to be able to identify and deal with these issues effectively on their own.

For any organization to either begin, or to continue, to move progressively forward, it must not only be able to identify its strengths, but also those areas where it functions poorly or not at all. These areas where enhancements are needed are not the same as threats to be identified later in this document, but rather those day-to-day issues and concerns that may slow or inhibit progress. The following items were identified by the Internal Stakeholders as weaknesses:

Table 10: Internal Stakeholder - Weaknesses

Lack of personnel (burnout/OT)
Pay is back on radar "Greener grass". New members applying elsewhere
Training facilities – Tower – training budget
Lack of coaching/guiding new members or people in their "new" positions
Are we finding deficiencies, addressing them and providing individual growth
Executive development/succession
Inconsistencies across shifts and firehouses on the fundamentals of what we do – i.e. how we set up (rope systems, extrication methodology, hose stretches)
Crew continuity, inconsistent people, rotations
Inconsistencies in policies, outdated policies, what we do/don't follow
Going from small town to bigger town logistics
Need for Bureau to educate the line on Bureau responsibilities and capabilities – Applies to all divisions. Need for better communication flow
Opportunity to look at Fire Management Zones (Sta. 153, Sta. 155 and Terrain)
Gossip, tribalism, talking smack "you didn't learn if from me, so it's wrong" ego.
Gap in accountability in crew/individual development "how to keep everyone performing at a higher level"
Specialty unit response – not just the equipment and apparatus but also the people/teams

"Partial understanding of and involvement in quality can produce only partial success or total failure."

Patrick Townsend & Joan Gebhardt

Opportunities

The opportunities (external) for an organization depend on the identification of strengths and weaknesses and how they can be enhanced. The focus of opportunities is not solely on existing service, but on expanding and developing new possibilities both inside and beyond the traditional service area. The Internal Stakeholders identified the following potential opportunities:

Table 11: CASTLE ROCK FIRE and RESCUE DEPARTMENT Opportunities

Training partnerships (Special Ops) - moving in that direction
Fleet (shared purchasing) - staff vehicles, tools & equipment, reduced costs
HAAS Program (Pub Ed.) - sell community on the program
Closest unit dispatching - what's best for our citizens
Pump testing/Draft commander - reliability, mutual response, service to other agencies
Out-patient care (alternative revenue) - refusals still needing medical care, partnerships
Interdependencies (agencies) - we do not operate independently, what other groups
Fire code alignment - working with the County and the Building Division
Shared capacities with others - in Town and other agencies
Dispatch services - tying services together
Shared SOPs/SOGs (standards) - with other responding agencies
Emergency Management - opportunities to work with the county. We serve many of their facilities. Any incident here in Town will affect the County.
Partnership with ACC/CSU to teach/earn a degree - Red Rocks has this program.
Technology and equipment improvements
Merger

Threats

To draw strength and gain full benefit of any opportunity, the threats (external) to the organization, with their new risks and challenges, must also be identified in the strategic planning process. By recognizing possible threats, an organization can greatly reduce the potential for loss. Fundamental to the success of any strategic plan is the understanding that threats are not completely and/or directly controlled by the organization. Some of the current and potential threats identified by the Internal Stakeholders were as follows:

Table 12: CASTLE ROCK FIRE and RESCUE DEPARTMENT Threats

Funding/budget
Privatization of services
Mergers/take-over
Loss of community support
Lack of community awareness – growth, don't use our service
Financial recession
Future workforce – retirement, competition, opportunities with other agencies
Demographics of the community – aging/diversity
Politics – local, federal, national (tariffs, Gallagher amendment, Tabor)
Regulatory requirements/legal issues – requirements, standardization
Societal expectations – what the community wants us to do
Growth
Climate change – Wildfires, snowstorms
Liability – held responsible (Foxtail Fire)
Safety with mutual aid agencies - training other agencies
Loss of culture – striving to be like other agencies
Change in Town leadership

Gap Analysis

The internal stakeholders were asked four questions to perform a Gap Analysis:

1) Are we meeting community expectations?
2) Are there things we should be doing, but aren't
3) Are there thing we are doing, but should not?
4) Are there other gaps?

Table 13: CASTLE ROCK FIRE and RESCUE DEPARTMENT Gap Analysis

Minimum operational staffing vs. minimum departmental staffing
Definition of "operational success"
Training consistency across companies/shifts
Minimum functional FTE's • No identifiable service gaps
Identify fire success • Challenge to identify • How do we say we were successful?
Operational success. How do we define this? Does it need to be end outcome? • Outcome based • Not traditionally defined • Outcomes for EMS but not non-EMS incidents • Do not want to define incidents by what was lost, but should we, by what we saved • Capitalize on the positives. Not losses, but saves • Do we document building, property, content, or other values? There is a formula
Ability to accommodate department growth
Staffing of new members. • First year firefighter paired with more senior member • Once certified, have to operate on trust • Process Improvement process uses Medical Director • Concern with basic unit leadership • Set minimum process time • New members on medic units operating by themselves outside of district
All acting processes need to be well developed
Paramedic position - actual or perceived gap in command and control function outside of our district. Field instructor: size up process is addressed
Basic professional growth

Critical Issues

The Internal Stakeholders defined Critical Issues as fundamental policy, program, or environmental (fiscal, socio-economic, etc.) concerns that define the most important challenges facing the Department now and in the future. These could be long-standing problems or recent events which could have significant impact on the department or community; obstacles that must be overcome in order to accomplish Departmental goals; or major shifts in thinking that can change the direction of the department or the definition of "business as usual".

> ***"A 'problem' is the distance between where you are now and where you could be – no matter how good you are now."***
>
> Patrick Townsend & Joan Gebhardt

Table 14: CASTLE ROCK FIRE and RESCUE DEPARTMENT Critical Issues

Growth
Funding (not sustainable)
Staffing (Personnel and station needs are addressed in the Master Plan)
Workforce planning (filling seats)
EMS (call volume, aging population)
Regulatory requirements/consensus standards/water regulations (Cost issues, replacement of equipment)
Budget (FTE's needed in all divisions)
SOG/SOP policies (consistency, liability)
Future Town revenue
Health/wellness (cancer/PTSD/sleep deprivation)
Future shortfalls in neighboring agencies
Staying ahead of Town growth
Advancing technology
Workloads
Future retirements (planning transitions/succession gaps (must follow Town procedures); goal is to train and equip people to be experienced and trained when these opportunities become available. Occasionally, we are allowed to over hire.

Goals and Objectives

The Community-Driven Strategic Planning process, to this point, has dealt with establishing the Vision, Mission, Values, Critical Issues, and Service Gaps of the CRFD. In addition, the identification of internal strengths and weaknesses, as well as external opportunities and threats was accomplished.

> ***"We cannot solve our problems with the same thinking that created them."***
>
> Albert Einstein

In order to achieve its Mission, realistic goals and objectives must be established. Goals and objectives are imperative to enhance strengths, to address identified weaknesses, to provide individual members with clear direction, and to address concerns of citizens. In order to establish goals and objectives, the Internal Stakeholders met over the course of several hours to complete this critical phase of the planning process.

Goals and objectives are management tools; they should be updated on an on-going basis to identify what has been accomplished and to note changes within the organization and the community. When a performance target is attained, it should be recognized and celebrated to provide a sense of organizational accomplishment.

The internal stakeholders identified six goals to be evaluated for inclusion in this strategic plan. The table below highlights the remaining goals. In the pages following, each goal is detailed with specific objectives, critical tasks, estimated timeframes and estimated funding. Given that a number of goals include a needs assessment, the estimated costs are to complete the assessment, and may not reflect the actual cost of implementing specific recommendations. Once the needs assessments are complete, the goals and objective will be updated, and details provided to CRFD's executive staff, Public Safety Commission, Town Manager and Town Council for consideration and approval.

Table 15: Castle Rock Fire and Rescue Department's Strategic Goals

2020 – 2024 Strategic Goals		
Fire Training Center Update	Fleet & Logistics Facilities Plan	Community Wildfire Protection Plan
Global Technology Review	Special Operations Management Plan	Facilities Update Plan

By following these goals and objectives carefully, the Department's focus will be directed to the desired future and reduce obstacles and distractions along the way. Team leaders and working groups will be established for each goal. The working groups will periodically report to the CRFD executive staff on their progress and challenges.

> ***"until you implement a decision, it is not really a decision at all."***
>
> Edward C. Schleh

Goal #1 Statement:	Improve and Update the Fire Training Center		
Definition of Success	Completion of changes needed to better position the FTC to handle the training needs of the organization for the next 10 years.		
Assigned to:	Chief Hood/CRFD Training Division		
Total Estimated Cost	$1,120,000		
Start Date	1Q2021	**Estimated Completion**	4Q2025

Objective 1A: In-Process	Improve and update the fire training building (tower)		
Timeframe:	2 years	Assigned to:	Chief Hood
Critical tasks	• Complete a needs and capability assessment of the tower		
	• ~~Add a third burn room/area to the lower floors~~ **Removed**		
	• Replace the windows and doors in the building		
	• ~~Add live fire gas props to all of the burn rooms/areas~~ - **Removed**		
	• Update temperature monitoring system: Thermal Imaging Camera will be purchased in 2024		
	• Include a central smoke distribution system		
	• Add video monitoring capability		
	• Add exterior stair case on c-side for standpipe operations (est 2025)		
	• ~~Incorporate mayday collapse prop at grade somewhere in building~~ **Removed**		
	• Evaluate the updates and future needs of the fire training building		
Objective funding *(estimated)*:	**$610,000**		
Capital/NRE Costs	$600,000	Personnel Costs	$10,000
Recurring Costs	N/A	Consumable Costs	N/A

Objective 1B: **Removed: Not Feasible**	Connect the PSTF north building and the FTC property		
Timeframe:	2 years	Assigned to:	Chief Bersagel-Briese
Critical tasks	• Evaluate the feasibility and pursue the re-platting of the fire training ground and PSTF North		
	• Properly connect both properties into the stormwater system		
	• Remove physical property separations (fence, etc)		
	• Add concrete to all existing non-concrete areas on the FTC property		
Objective funding *(estimated)*:	**$490,000**		
Capital/NRE Costs	$450,000	Personnel Costs	$40,000
Recurring Costs	N/A	Consumable Costs	N/A

Objective 1C: In-Process	Improve and update the grounds around the fire training building		
Timeframe:	2 years	Assigned to:	Chief Hood
Critical tasks	• Complete a needs and capability assessment of the training grounds		
	• Add an extrication gravel pit		
	• Add more connex storage (built with good access, connected, etc)		
	• Add additional training props (ventilation prop, etc) (completed 1/24)		
	• Add video monitoring capability		
	• Add conex for FF safety and survival with props built in		
	• Evaluate the updates and future needs of the fire training grounds		
Objective funding *(estimated)*:		**$80,000**	
Capital/NRE Costs	$125,000	Personnel Costs	$10,000
Recurring Costs	N/A	Consumable Costs	N/A

Objective 1D: SUSPENDED	Investigate and potentially implement a training enterprise fund		
Timeframe:	2 years	Assigned to:	Chief Hood
Critical tasks	• Meet with finance to understand enterprise fund requirements		
	• Investigate feasibility of the fund		
	• Potentially budget for and implement the fund		
	• Evaluate the function and sustainability of the fund		
Objective funding *(estimated)*:		**$10,000**	
Capital/NRE Costs	N/A	Personnel Costs	$10,000
Recurring Costs	N/A	Consumable Costs	N/A

Goal #2 Statement:	Plan and Implementation of Fleet Service and Logistics Facility

Definition of Success	Develop and approve a Fleet Services and Logistics facilities plan that addresses the current and future needs of the organization.		
Assigned to:	Chief Croom/DPC Bersagel-Briese / CRFD Logistics Division		
Total Estimated Cost	$12,000		
Start Date	January 1, 2020	**Estimated Completion**	December 31, 2025

Objective 2A: ***Complete***	Perform comprehensive needs assessment of the Logistics Division.		
Timeframe:	1 year	Assigned to:	Chief Gile
Critical tasks	• Identify and establish a Logistics needs assessment team. • Determine current level of service. • Determine ideal level of service. • Perform gap analysis / needs assessment. • Identify current and future needs of Logistics Division. • Identify potential partnerships for greater efficiencies and financial stewardship		
Objective funding *(estimated)*:	**$3,000**		
Capital/NRE Costs	$0	Personnel Costs	$2,500
Recurring Costs	$0	Consumable Costs	$500

Objective 2B: ***Complete***	Perform comprehensive needs assessment of Fleet Services as part of the Logistics Division.		
Timeframe:	1 year	Assigned to:	Chief Gile
Critical tasks	• Identify and establish a Fleet Services needs assessment team. • Determine current level of service. • Determine ideal level of service. • Perform gap analysis / needs assessment. • Identify current and future needs of Fleet Services.		
Objective funding *(estimated)*:	**$3,000**		
Capital/NRE Costs	$0	Personnel Costs	$2,500
Recurring Costs	$0	Consumable Costs	$500

SUSPENDED

Objective 2C: In-Process	Complete feasibility study for the development a Fleet Service Enterprise Fund -SUSPENDED		
Timeframe:	3-5 years	Assigned to:	Chief Croom
Critical tasks	• Determine enterprise fund requirements. • Determine feasibility and sustainability of Fleet Enterprise Fund. • Determine potential budget for implementation of fund. • Perform Pro vs. Cons assessment of Fleet Enterprise Fund. • Develop comprehensive report of findings for presentation to Executive Staff. • Investigate requirements and feasibility of Fleet Service Enterprise Fund.		
Objective funding *(estimated)*:		**$3,000**	
Capital/NRE Costs	$0	Personnel Costs	$2,500
Recurring Costs	$0	Consumable Costs	$500

Objective 2D: Pending	Develop / Present and Approve Fleet Service and Logistics Plan - SUSPENDED		
Timeframe:	2-3 years	Assigned to:	Chief Gile
Critical tasks	• Perform comprehensive review of needs assessments for both Logistics and Fleet Maintenance using information gained to develop plan. • Align plan with Peer Team Recommendation #11 - Fully develop an in-house Fleet Maintenance Program as previously approved. • Present plan to CRFD Executive Staff for approval. • Present plan to Town Manager / Town Council for approval.		
Objective funding *(estimated)*:		**$3,000**	
Capital/NRE Costs	$0	Personnel Costs	$2,500
Recurring Costs	$0	Consumable Costs	$500

SUSPENDED

Goal #3 Statement:	Develop and Implement A Comprehensive Wildland Mitigation Program Through Creation Of A Community Wildfire Protection Plan (CWPP)		
Definition of Success	Adoption and implementation of the updated CWPP		
Assigned to:	Chief Croom		
Total Estimated Cost	$18,000		
Start Date	January 2020	**Estimated Completion**	December 31, 2021

Objective 3A **COMPLETE**	Identify internal and external stakeholders and re-establish the CWPP team		
Timeframe:	6 Months	Assigned to:	Chief Croom
Critical tasks	• Identify and meet with Town Staff. • Meet with Douglas County and Colorado State Forest Service. • Develop time line and meeting schedule for CWPP team.		
Objective funding *(estimated)*:	**$0**		
Capital/NRE Costs	N/A	Personnel Costs	N/A
Recurring Costs	N/A	Consumable Costs	N/A

Objective 3B Pending	Educate external stakeholders on the need, benefit, and community safety aspects of a CWPP.		
Timeframe:	12 Months	Assigned to:	Chief Croom
Critical tasks	• Update the boilerplate's slide presentation for the community to include a general understanding of wildland urban interface (WUI) risk specific to Town of Castle Rock. • Present to and educate the Public Safety Commission. • Include CWPP educational materials in future open house and community outreach events.		
Objective funding *(estimated)*:	**$2,500**		
Capital/NRE Costs	N/A	Personnel Costs	N/a
Recurring Costs	N/A	Consumable Costs	$2,500

Objective 3B Pending	Educate internal stakeholders on the need, benefit, and community safety aspects of a CWPP		
Timeframe:	12 Months	Assigned to:	Chief Croom
Critical tasks	• Develop a presentation for all internal stakeholders (ToCR) specific to the CWPP. • Present and educate Town of Castle Rock (ToCR) staff. • Present and educate Public Safety Commission. • Present and educate Town Manager & Town Council.		
Objective funding *(estimated)*:	**$0**		
Capital/NRE Costs	N/A	Personnel Costs	N/A
Recurring Costs	N/A	Consumable Costs	N/A

Complete

Objective 3D IN-PROCESS	Update the existing CWPP draft and associated mapping		
Timeframe:	18 Months	Assigned to:	Chief Croom
Critical tasks	• Identify and define mitigation/fuel modification locations and strategy if applicable.		
	• Identify and develop public education and outreach material specific to identified risks.		
	• Determine budget implications for all Town departments affected.		
	• Publish the updated CWPP draft to internal stakeholders		
	• Educate internal stakeholders on the updated CWPP draft		
Objective funding *(estimated)*:		**$18,000**	
Capital/NRE Costs	$18,00	Personnel Costs	N/A
Recurring Costs	N/A	Consumable Costs	N/A

Objective 3E Pending	Obtain Town Manager and Town Council approval for the implementation of recommendations as identified in the CWPP		
Timeframe:	6 Months	Assigned to:	Chief Croom
Critical tasks	• Evaluate regulatory approach for inclusion in the technical code update.		
	• Present CWPP to the Public Safety Commission for approval		
	• Present CWPP to Town Manager for approval		
	• Present CWPP to Town Council for approval		
Objective funding *(estimated)*:		**N/A**	
Capital/NRE Costs	N/A	Personnel Costs	N/A
Recurring Costs	N/A	Consumable Costs	N/A

Objective 3F Pending	Periodically review and update the CWPP to incorporate significant changes within the community		
Timeframe:	Ongoing	Assigned to:	Life Safety Division
Critical tasks	• Establish time line for plan review		
	• Identify significant changes		
	Determining applicability to existing environment		
	• Update the plan to include external and internal stakeholder education.		
Objective funding *(estimated)*:		**$2,500**	
Capital/NRE Costs	N/A	Personnel Costs	$2,000
Recurring Costs	N/A	Consumable Costs	$500

Complete

Goal #4 Statement:	Review and Update Software and Hardware Technologies		
Definition of Success	Review, research, and implement updated software and hardware technologies to ensure the best end-user experience.		
Assigned to:	Chief Gile, Chief Bersagel-Briese, Chief Rollins		
Total Estimated Cost	$ 31,500		
Start Date	January 1, 2020	**Estimated Completion**	Feb 1, 2024

Objective 4A: Complete	Improve and update the technology in apparatus and staff vehicles		
Timeframe:	3 years	Assigned to:	Chief Gile
Critical tasks	• Complete a needs and capability assessment of current technologies in apparatus and staff vehicles - Complete		
	• Research options for mobile hardware – Complete		
	• Research options for phones in apparatus – Complete		
	• Research options for different mobile information platforms –Complete		
	• Implement any updated hardware opportunities - Complete		
	• Implement any updated software opportunities - Complete		
	• Continually evaluate the technology updates - Ongoing		
Objective funding *(estimated)*:	**$1,500**		
Capital/NRE Costs	$0	Personnel Costs	$1,500
Recurring Costs	N/A	Consumable Costs	N/A

Objective 4B	Improve and update the technology in the records management system		
Timeframe:	3 years	Assigned to:	Chief Bersagel-Briese
Critical tasks	• Complete a needs and capability assessment of current records management systems - Complete		
	• Research options for personnel tracking/staffing software - Complete		
	• Research options for response and building information software - Complete		
	• Research options for apparatus and equipment tracking software - Complete		
	• Research options for project management software - Complete		
	• Implement any updated software opportunities - Complete		
	• Implement any updated PCR opportunities - Complete		
	• Continually evaluate the technology updates - Ongoing		
Objective funding *(estimated)*:	**$20,000**		
Capital/NRE Costs	$20,000	Personnel Costs	$20,000
Recurring Costs	$0	Consumable Costs	N/A

Objective 4C:	Ongoing research into hardware and software options		
Timeframe:	5 years	Assigned to:	Chief Gile
Critical tasks	• Ongoing research into hardware for all vehicles- ongoing		
	• Ongoing research into software for the RMS suite of applications - Ongoing		
	• Implement process to maintain options that are current and forward thinking in all aspects of department operations - Ongoing		
Objective funding *(estimated)*:	**$10,000**		
Capital/NRE Costs	N/A	Personnel Costs	$10,000
Recurring Costs	N/A	Consumable Costs	N/A

Complete

Goal #5 Statement:	Develop a Special Operations Management Plan		
Definition of Success	Department approval and implementation of a Special Operations Management Plan that provides guidance for the staffing, deployment, and training of the special operations program.		
Assigned to:	FF/EMT Caleb McNeil and FF/PM Stephen Coffin		
Total Estimated Cost:	**$15,000**		
Start Date	**12/2020**	**Estimated Completion**	**12/2023**

Objective 5A: COMPLETE	Develop a sustainable Special Operations Staffing Plan to ensure adequate staffing of specialty equipment and resources.		
Timeframe:	9 months	Assigned to:	McNeil / Coffin
Critical tasks	• Define the scope of the special operations programs.		
	• Determine the minimum adequate and sustainable staffing for each special operations discipline.		
	• Evaluate the distribution of technician level personnel across all shifts.		
	• Develop and deliver a recommended special operations staffing plan to the department executive staff for review and approval.		
Objective funding *(estimated)*:	**$5,000**		
Capital/NRE Costs	N/A	Personnel Costs	$5,000
Recurring Costs	N/A	Consumable Costs	N/A

Objective 5B: COMPLETE	Develop a sustainable Special Operation Deployment Plan to ensure minimum levels of service and expectations are met on all special operations incidents.		
Timeframe:	9 months	Assigned to:	McNeil / Coffin
Critical tasks	• Evaluate the distribution of special operations equipment/apparatus throughout the Department.		
	Evaluate the feasibility of co-locating technician level personnel with specialty equipment/apparatus.		
	• Develop a sustainable response model to ensure that technician level personnel are available for special operations incidents within CRFD jurisdiction		
	• Develop a sustainable response model to ensure that technician level personnel are deployed with appropriate equipment/apparatus for automatic/mutual aid requests.		
	• Develop and deliver a recommended Special Operations Deployment Plan to the Department Executive Staff for review and approval.		
Objective funding *(estimated)*:	**$5,000**		
Capital/NRE Costs	N/A	Personnel Costs	$5,000
Recurring Costs	N/A	Consumable Costs	N/A

Complete

Objective 5C	Develop a sustainable Special Operations Training Plan for all disciplines/programs to maintain appropriate training levels for operations and technician personnel.		
Timeframe:	9 months	Assigned to:	McNeil / Coffin
Critical tasks	• Determine the tasks and skills that are expected of operations and technician level personnel.		
	• Develop a special operations training plan to ensure a minimum level of training for operations level personnel.		
	• Develop a special operations training plan to ensure a minimum level of training for technician level personnel.		
	• Deliver a recommended Special Operations training plan to the department executive staff for review and approval.		
Objective funding *(estimated)*:		**$5,000**	
Capital/NRE Costs	N/A	Personnel Costs	$5,000
Recurring Costs	N/A	Consumable Costs	N/A

Complete

Goal #6 Statement:	Equip all facilities to minimize return to service times and provide for the ongoing health and wellness of department members		
Definition of Success	Completion of facilities equipment updates to ensure crews are able to better meet the needs of the community for the next 5 years.		
Assigned to:	A. Goudy -FF/PM and Chief Gile- DVC Logistics		
Total Estimated Cost	$4,500		
Start Date	January 1, 2020	**Estimated Completion**	December 31, 2024

Objective 6A: Complete	Complete a comprehensive facilities needs assessment		
Timeframe:		Assigned to:	A. Goudy
Critical tasks	• Complete a facilities needs survey of Lieutenants, Training Division, and Logistics Division.		
	• Evaluate current equipment use and service with manufacturer representative or service technician.		
	• Evaluate feasibility of installing new equipment (e.g. extractors and compressors) with appropriate SMEs, sales representatives or contractors.		
	• Report finding of needs assessment to executive staff.		
Objective funding *(estimated)*:	**$1,500**		
Capital/NRE Costs	N/A	Personnel Costs	$1,500
Recurring Costs	N/A	Consumable Costs	N/A

Objective 6B: Complete	Incorporate and consolidate existing equipment replacement schedules into a Master Station Equipment and Replacement Plan.		
Timeframe:	6 months	Assigned to:	Chief Gile
Critical tasks	• Develop a comprehensive list of all replacement schedules for facility/station equipment, furniture, and capital items.		
	• Compile and de-conflict facility/station replacement schedules.		
	• Incorporate a de-conflicted replacement schedule into the Facility Needs Assessment (Objective A).		
Objective funding *(estimated)*:	**$1,500**		
Capital/NRE Costs	N/A	Personnel Costs	$1,500
Recurring Costs	N/A	Consumable Costs	N/A

Objective 6C: Complete	Implement recommendations based on needs assessment		
Timeframe:	5 years	Assigned to:	Chief Gile
Critical tasks	• Purchase and install necessary equipment.		
	• Implement service, maintenance and replacement plans.		
	• Reevaluate facility needs on an ongoing (annual) basis.		
Objective funding *(estimated)*:	**$1,500**		
Capital/NRE Costs	N/A	Personnel Costs	$1,500
Recurring Costs	N/A	Consumable Costs	N/A

Complete

Performance Measurement

"Managing for Results"

As output measurement can be challenging, the Department must focus on the assessment of progress toward achieving improved output. Collins states, "What matters is not finding the perfect indicator, but settling upon a *consistent and intelligent* method of assessing your output results, and then tracking your trajectory with rigor."[3] The department must further be prepared to revisit and revise their goals, objectives, and performance measures to keep up with accomplishments and environmental changes. It has been stated that:

> …successful strategic planning requires continuing review of actual accomplishments in comparison with the plan…periodic or continuous environmental scanning to assure that unforeseen developments do not sabotage the adopted plan or that emerging opportunities are not overlooked. [4]

Why Measure Performance?

It has been said that:

- ***If you don't measure the results of your plan, you can't tell success from failure.***
- ***If you can't see success, you can't reward it.***
- ***If you can't reward success, you're probably rewarding failure.***
- ***If you can't see success, you can't learn from it.***
- ***If you can't recognize failure, you can't correct it.***
- ***If you can demonstrate results, you can win public support.***

Reinventing Government
David Osborn and Ted Gaebler

In order to establish that the CRFD's Strategic Plan is achieving results, performance measurement data will be implemented and integrated as part of the plan. An integrated process, known as "Managing for Results," will be utilized, which is based upon the following:

- The identification of strategic goals and objectives;
- The determination of resources necessary to achieve them;
- The analyzing and evaluation of performance data; and
- The use of that data to drive continuous improvement in the organization.

[3] Collins Good to Great and the Social Sectors. Boulder, 2009
[4] Sorkin, Ferris and Hudak. Strategies for Cities and Counties. Public Technology, 1984.

A "family of measures" that is typically utilized to indicate and measure performance includes the following:

- **Inputs** – Value of resource used to produce an output.
- **Outputs** – Quantity or number of units produced which are activity-oriented and measurable.
- **Efficiency** - Inputs used per output (or outputs per input).
- **Service Quality** - The degree to which customers are satisfied with a program, or how accurately or timely a service is provided.
- **Outcome** - Qualitative consequences associated with a program/service; i.e., the ultimate benefit to the customer. Outcome focuses on the ultimate "why" of providing a service.

The Success of the Strategic Plan

The CRFD has approached our desire to develop and implement a Strategic Plan by asking for and receiving input from the community and members of our Department during the development stage of the planning process. The success of the CRFD's Strategic Plan will not depend upon implementation of the goals and their related objectives, but from support received from the authority having jurisdiction, membership of the agency, and the community at-large.

> *"No matter how much you have achieved, you will always be merely good relative to what you can become. Greatness is an inherently dynamic process, not an end point."*
>
> Good to Great and the Social Sectors
> Jim Collins

Provided the community-driven strategic planning process is kept dynamic and supported by effective leadership and active participation, it will be a considerable opportunity to unify internal and external stakeholders through a jointly developed understanding of organizational direction; how all vested parties will work to achieve the mission, goals, and vision; and how the organization will measure and be accountable for its progress and successes.[5]

[5] Matthews. Strategic Planning and Management for Library Managers. Liradries Unlimited, 2005.

Glossary of Terms and Acronyms

For the purposes of the Community-Driven Strategic Planning, the following terms and acronyms have the meanings set forth below:

Accreditation	A process by which an association or agency evaluates and recognizes a program of study or an institution as meeting certain predetermined standards or qualifications. It applies only to institutions or agencies and their programs of study or their services. Accreditation ensures a basic level of quality in the services received from an agency.
ALS	Advanced Life Support
BLS	Basic Life Support
CPR	Cardio Pulmonary Resuscitation
Customer(s)	The person or group who establishes the requirement of a process and receives or uses the outputs of that process; or the person or entity directly served by the department or agency.
Efficiency	A performance indication where inputs are measured per unit of output (or vice versa).
Environment	Circumstances and conditions that interact with and affect an organization. These can include economic, political, cultural, and physical conditions inside or outside the boundaries of the organization.
Input	A performance indication where the value of resources are used to produce an output.
Mission	An enduring statement of purpose; the organization's reason for existence. Describes what the organization does, for whom it does it, and how it does it.
Outcome	A performance indication where qualitative consequences are associated with a program/service; i.e., the ultimate benefit to the customer.
Output	A performance indication where a quality or number of units produced is identified.
Performance Measure	A specific measurable result for each goal and/or program that indicates achievement.
SOG	Standard Operating Guideline

Service Quality	A performance indication that identifies the degree to which customers are satisfied with a program, or how accurately or timely a service is provided.
Stakeholder	Any person, group, or organization that can place a claim on, or influence the organization's resources or outputs, is affected by those outputs, or has an interest in or expectation of the organization.
Strategic Goal	A broad target that defines how the agency will carry out its mission over a specific period of time. An aim; the final result of action. Something to accomplish in assisting the agency to move forward.
Strategic Management	An integrated systems approach for leading and managing in a changing world by building consensus of the leadership group, both in shared vision of the desired future and a clarified mission for the organization, and by gaining support and participation of the people in the organization to identify specific changes that must be made, implementing them, and assessing organizational performance.
Strategic Objective	A specific, measurable accomplishment required to realize the successful completion of a strategic goal.
Strategic Plan	A planning document that defines the mission of the agency and broadly identifies how it will be accomplished, and that provides the framework for more detailed annual and operational plans.
Strategic Planning	The continuous and systematic process whereby guiding members of an organization make decisions about its future, develop the necessary procedures and operations to achieve that future, and determine how success is to be measured.
Strategy	A description of how a strategic objective will be achieved. A possibility. A plan or methodology for achieving a goal.
Value	The importance of something or a trait that is desired
Vision	An idealized view of a desirable and potentially achievable future state - where or what an organization would like to be in the future.

Attachment 1: Expectation & Concern Category Definitions

Category	Definition
Auto/Mutual Aid	expectations/concerns related to the use of and maintenance of automatic / mutual aid agreements
Code Enforcement / Development	expectations/concerns related to Fire and Life Safety Codes
Community involvement	visibility, public image, approachability, involvement with community events
Community Para-Medicine	expectations/concerns specific to community para-medicine
Consolidation	Fire Department merger and/or consolidation
Core service	relates to core services, fire suppression, EMS, wildland, and special hazards
Cultural	ability to respond to a diverse community
Disaster preparedness	ability to respond to large scale incidents, special hazard readiness, emergency management, etc.
EMS	EMS specific concerns and expectations
Equipment/apparatus	expectations/concerns relating to equipment and apparatus
Fiscal responsibility	our ability to be fiscally responsible
Funding	expectations/concerns relating to changes in funding
Growth/development	expectations/concerns relating to growth and development
Health and Wellness	expectations/concerns relating to the health and wellness of fire department staff
None	no entry provided
Operational Security	expectations/concerns relating to scene control or operational security
Plan Development / Cohesion	expectations/concerns relating to the development and cohesion of Fire Department plans with the Town of Castle Rock
Professionalism	expectations/concerns relating to the professionalism of Department members
Public education	expectations/concerns relating to public education
Qualities	community expectations as they relate to traits and qualities that our personnel ought to possess
Resource Deployment	expectations/concerns relating to the deployment of resources throughout the jurisdiction
Resources	expectations/concerns relating to physical, financial, and personnel needs
Response time	expectations/concerns relating to timely responses to emergencies
Staffing	expectations/concerns relating to staffing
Support Services	expectations/concerns relating to operations support (logistics, EVT)
Training/education	expectations/concerns relating to training and education for our members
Wildfire	expectations/concerns relating to wildfire and potential for wildfire

Attachment 2: Community Expectations

Community Expectations	Rank	% of Total	Weighted Total
Training/education	**1**	**25.0%**	**237**
Response time	**2**	**24.6%**	**233**
Staffing	**3**	**9.1%**	**86**
Core service	**4**	**7.2%**	**68**
Equipment/apparatus	**5**	**7.2%**	**68**
Growth/development	**6**	**6.5%**	**62**
Qualities	**7**	**3.2%**	**30**
Resource deployment	**8**	**2.6%**	**25**
Public education	**9**	**2.5%**	**24**
Fiscal responsibility	**10**	**2.0%**	**19**
Code Enforcement / Development	11	1.9%	18
Resources	12	1.7%	16
EMS	13	1.1%	10
Professionalism	14	1.1%	10
Auto/Mutual Aid	15	0.9%	9
Community involvement	16	0.7%	7
Disaster preparedness	17	0.7%	7
Community Para-Medicine	18	0.6%	6
Plan Development / Cohesion	19	0.5%	5
Health and Wellness	20	0.3%	3
Wildfire	21	0.2%	2
Operational Security	22	0.2%	2
Funding	23	0.1%	1

Attachment 3: Community Concerns

Community Concern	Rank	% of Total	Weighted Total
Growth/development	**1**	**18.8%**	**123**
Staffing	**2**	**16.3%**	**107**
Resource deployment	**3**	**12.7%**	**83**
Funding	**4**	**12.2%**	**80**
Public education	**5**	**6.4%**	**42**
Response time	**6**	**6.1%**	**40**
Wildfire	**7**	**4.6%**	**30**
Fiscal responsibility	**8**	**2.9%**	**19**
Code Enforcement / Development	**9**	**2.9%**	**19**
Resources	**10**	**2.9%**	**19**
Training/education	11	2.7%	18
Core service	12	2.3%	15
Equipment/apparatus	13	2.3%	15
Community involvement	14	1.8%	12
Health and Wellness	15	1.7%	11
none	16	1.4%	9
Cultural	17	0.8%	5
Consolidation	18	0.8%	5
Disaster preparedness	19	0.5%	3

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Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 14. **File #:** RES 2025-084

To: Honorable Mayor and Members of Town Council

From: Kathleen Walsh, Accreditation Manager, Fire and Rescue Department

Through: Norris W. Croom III, Fire Chief

Resolution Approving the Town of Castle Rock Fire and Rescue Department Standards of Cover, 2024 Edition

Executive Summary

As part of the accreditation process through the Commission on Fire Accreditation International (CFAI), the Fire and Rescue Department used the Center for Public Excellence's (CPSE) Quality Improvement for the Fire and Emergency Services as a guide in the research and development of the 2024 Standards of Cover (SOC).

The 2024 Standards of Cover is an in depth analysis of our historical performance in terms of call volume, call types and level of risk for the jurisdiction as a whole, five station areas, and ten planning zones. This document, together with the 2021 Community Risk Assessment, identify the risks within the community, define the level of service the Fire and Rescue Department can provide, establish historical performance baselines, set realistic performance goals (benchmarks), and identify performance gaps. Where performance gaps are identified, the SOC includes a recommended course of action to either close the gap or continue to monitor the area of concern.

The Standards of Cover establishes performance benchmarks (goals) for call processing of 1 minute and 0 seconds, turnout time of 1 minute and 30 seconds, the total response time for the 1st arriving apparatus of 7 minutes 10 seconds 90% of the time in urban population areas (greater than 1,000 residents per square mile) like the Meadows, 8 minutes 20 seconds in rural population areas (less than 1,000 residents per square mile) like Bell Mountain Ranch, and 9 minutes 10 seconds 90% of the time on the interstate. The Standards of Cover also includes baselines and benchmarks for the arrival of the effective response force (all units needed to mitigate an incident) for each service type (fire, EMS, hazardous materials, technical rescue, and wildland fire) and risk level (low, moderate, and high).

Though recommendations are included and based on historical data, they are not intended to project future performance.

These documents met the intense scrutiny of the CFAI Accreditation Peer Team, and have previously

received support of the Public Safety Commission.

Notification and Outreach Efforts

No notification or other form of public outreach has been done. The SOC has been reviewed by members of the Rocky Mountain Accreditation and Professional Credentialing Consortium and other Internationally Accredited Fire Departments. Upon adoption of this document, it will be made available to the general public via the Department's website as well as printed copies at Fire Headquarters for anyone who requests it.

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

Town Council has previously approved the 2023 Standards of Cover on June 18th, 2024 (Resolution Number 2024-062).

Discussion

For the evaluation period (2020 - 2024), Castle Rock Fire and Rescue Department (CRFD) has sufficient call volume to adequately evaluate the 1st arriving apparatus in most planning zones. The notable exception is Planning Zone 8 (PZ8), with a maximum annual call volume of 15 calls per year and a total call volume of 62 calls for service since 2020. In recent years, the general trend for the annual calls for service has been increasing, even with a decrease in calls for 2023. In addition to monitoring the total number of calls for service, CRFD monitors simultaneous incidents (an incident that occurs at the same time as another incident within the same station area or planning zone). When simultaneous incidents occur, they require resources to respond from further away resulting in longer response times.

CRFD's compliance with adopted first due arrival benchmarks fluctuates, primarily based on incident location and proximity of the primary apparatus. There are known continued service gaps within the jurisdiction, specifically portions of planning zone 6 (PZ6), portions of planning zone 7 (PZ7), and planning zone 8 (PZ8).

The area of concern in PZ6 is that it is a considerable distance from Stations 153 and 155. In 2019, due to road and bridge improvements, response plans were updated to have Station 155 respond to FMZs 15603 and 15617 in place of Station 153. Additionally, to help ensure the quickest response possible, CRFD maintains an automatic aid agreement with Franktown Fire Protection District who co-responds on most calls for service in fire management zone (FMZ) 15603. In 2024, the whole of PZ6 generated 240 calls for service. The department has begun the process of securing physical and human capital for an anticipated station opening in the mid 2027 timeframe.

Within PZ7, CRFD opened Station 152 in August 2018, which improved 1st due responses throughout the majority of that planning zone. However, with the continued growth in PZ7, areas that had lower population densities and were considered rural (less than 1.000 people per square mile) are now urban are with higher population densities, specifically FMZ 15740. This caused a significant drop in performance and compliance in PZ7. The department will need to continue to monitor PZ7 performance to see if this trend continues.

Historically, PZ8 has generated a maximum of 15 calls and is sparsely populated (total population 353) with large tracts of open land used for livestock. However, the majority of this planning zone is being developed as Dawson Trails. Construction is underway for an interchange over Interstate 25 from Crystal Valley Parkway to the West Frontage Road, a large “big-box” / bulk retailer has submitted plans to build directly adjacent to the proposed interchange, and approval has been given to develop a 5,850 home and mixed use planned community in the area. The Town and department are actively involved with this development, and the developer has committed to providing land and some funding for Station 157 to be located in the southern portion of the development once tenets are met.

Another planning zone that requires discussion is Planning Zone 9 (PZ9). Last year, PZ9 generated 329 calls for service, which exceeds the 2021 Master Plan’s call volume threshold for consideration of a new fire station. The long-term performance in this area is showing a negative trend. With Stations 151 and 154 becoming busier, this negative trend is expected to continue and likely increase in its slope and impact to the agency’s ability to provide acceptable levels of service to the community.

The Town of Castle Rock continues to see considerable growth in both the commercial and residential sectors. That growth has translated into an increasing call volume trend in all service categories. Given the current and expected growth in the area, CRFD anticipates call volume to increase over the next several years.

While striving “to be the best”, the department must make changes based on sound statistical data that would allow for an improvement in the delivery of services and increased safety to the community as well as emergency responders. Understanding the current financial and political climate, as well as the costs associated with any recommendation, the department reviewed each of the following recommendations to ensure they are consistent with community expectations, within the scope and reach of the department, and achievable with existing resources or plans. Therefore, the following recommendations were made in 2023 based on the results of the standards of cover process:

Continue to monitor its performance in PZ2 to determine if the increase in compliance is a single year event or if the overall trend is improving. Accreditation Manager - Response times improved in 2023 and 2024.

Continue the physical and financial planning for Station 156 with a goal of opening the station in mid-late 2027. Fire Chief - Station is currently being designed with construction expected to begin in late 2025 and opening in mid-2027

Closely monitor Planning Zone 9 (PZ9) for growth, increasing calls for service and performance. Accreditation Manager

Monitor the potential growth in Planning Zone 8 (PZ8) to anticipate changes that may drive the need for additional resources. Accreditation Manager & Fire Chief - Developer has committed to providing land and some funding for Station 157 to be located in the southern portion of the development once

tenets are met.

Finally, the department shall provide annual updates to the Standards of Cover to the Public Safety Commission, Town Manager and Town Council that details call volumes and trends, updated baselines and benchmarks, and any service gaps and recommended actions.

Budget Impact

The adoption of the updated Standards of Cover has no impact on the budget.

Staff Recommendation

Staff recommends adopting the updated 2024 Standards of Cover.

Proposed Motion

“I move to approve the Resolution as introduced by title.”

Attachments

Attachment A: Resolution
Exhibit 1: 2024 Standards of Cover

RESOLUTION NO. 2025-084

A RESOLUTION APPROVING THE TOWN OF CASTLE ROCK FIRE AND RESCUE DEPARTMENT STANDARDS OF COVER, 2024 EDITION

WHEREAS, the Town of Castle Rock (the "Town") has previously adopted the 2020 – 2024 Community Driven Strategic Plan to provide direction for the growth and development of the Fire and Rescue Department (the "Department"), and the emergency services provided by the Department to the Town and its residents; and

WHEREAS, the Town annually updates the 2020-2024 Community Driven Strategic Plan; and

WHEREAS, concurrent with the Department's annual update of the 2020-2024 Community Driven Strategic Plan, the Department has also prepared an updated Standards of Cover (the "2024 Standards of Cover") in accordance with the model established by the Commission on Fire Accreditation International; and

WHEREAS, the Department recommends Town Council approve the 2024 Standards of Cover; and

WHEREAS, the Town Council finds that the 2024 Standards of Cover constitute a data driven, historical review of the Department's performance, identifies potential risks within the Town, is consistent with the Town, Department and community expectations, and provides significant value by establishing performance benchmarks through 2027, subject to periodic review and update.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. Approval. The Castle Rock Fire and Rescue Department Standards of Cover, 2024 Edition, is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, or deletions as the Town Manager may approve upon consultation with the Town Attorney and Fire Chief.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of _____ for and _____ against.

ATTEST:

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

Jason Gray, Mayor

Approved as to form:

Michael J. Hyman, Town Attorney

Approved as to content:

Norris W. Croom III, Fire Chief

Castle Rock Fire and Rescue Department

Standards of Cover

2024 Edition

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Castle Rock Fire and Rescue Department would like to recognize and thank the following members for the time, effort and attention to detail in the creation of this document.

Chief Norris Croom III

Deputy Chief Oren Bersagel-Breise

Accreditation Manager Katt Walsh

G.I.S. Administrator

Rocky Mountain Accreditation & Professional Credentialing Consortium

Summary of Changes		
Date of Change	Summary	Approved
March 2022	Initial release	Resolution 2022-041
June 2023	• Updated all charts, graphs, and data tables to reflect 2022 incident data • Incorporated 2022 adopted CTAs and benchmarks • Added data tables for all ERF variations	Resolution 2023-087
May 2024	• Updated all charts, graphs, and data tables to reflect 2023 incident data • Added Medic unit depletion data and discussion to the Reliability Factors section • Incorporated 2023 adopted CTAs and benchmarks	Resolution 2024-062
June 2025	• Updated all charts, graphs, and data tables to reflect 2024 incident data • Added Medic unit depletion data and discussion to the Reliability Factors section	Resolution

Executive Summary –

The Castle Rock Fire and Rescue Department's vision is "To be the best at providing emergency and prevention services." This vision also supports the departments dedication to continuous improvement guided by the Commission on Fire Accreditation International (CFAI) model. The 2024 Standards of Cover evaluates the Castle Rock Fire and Rescue Department's performance over the past five years and serves as a companion to the 2021 Community Risk Assessment. Together, these documents provide a framework that helps the department align its response capabilities and resource deployment with both current demands and future community growth. Key aspects include:

- Levels of services provided
- Analysis of response capabilities by geographic planning zones
- Recommendations to optimize resource efficiency while meeting community expectations
- Growth trends; residential, commercial and industrial developments affecting response times and resource allocation

At the beginning of the 2024 Standards of Cover, a general overview of the Castle Rock Fire and Rescue Department is provided. This section sets the context for understanding the department's operational environment and strategic prioritie, to include:

- A description of the community served, including demographics and growth trends
- An outline of the area's topography, climate, and population characteristics
- A summary of community expectations regarding emergency services
- Details on the current services provided by the department, by station
- An explanation of the current deployment strategy
- A review of the department's community response history
- A list of performance objectives to guide service delivery
- An overview of the evaluation and compliance methodology used to assess effectiveness and ensure accountability

As part of the 2020-2024 Strategic Plan, the Castle Rock Fire and Rescue Department held several community open houses to gather feedback on the community's priorities, expectations, and concerns. This feedback helps the department prioritize initiatives and align resources with community needs and concerns.

The top five service priorities from the community:

- Emergency medical services (EMS)
- Fire suppression
- Wildland fire suppression
- Fire prevention
- Technical rescue

The top five community expectations were:

- Training/education of department members
- Fast response times
- Adequate staffing, the ability to maintain core services

- Ensuring adequate equipment and apparatus

Finally, the community's top five concerns were:

- The ability to keep pace with the growth and development in the area
- Ensuring adequate staffing
- Resource deployment (location of stations, number of apparatus)
- Adequate funding
- Adequate public education.

The community's concerns, with the exception of public education, mainly centered on the department's ability to keep pace with the area's growth. In response, the Castle Rock Fire and Rescue Department actively monitors its response performance to identify trends and gaps, addressing them proactively. When issues arise, the department explores potential solutions and presents them to the Castle Rock Town Council for consideration and approval.

To meet the demands of growth, the department has already added Fire Station 152 in the Crystal Valley area in 2018, and plans to construct a sixth fire station (Station 156) in the Terrain, Liberty Village, and Cobblestone Ranch area, with a tentative opening in mid 2027.

Recognizing the significant cost of maintaining a full-service fire department, the Town of Castle Rock also explored ways to offset expenses through funding diversification. In 2021, two tax initiatives (2A and 2D) were proposed, with 2A failing and 2D passing. The passing of tax initative 2D allows the town to retain excess TABOR funds for fire, police, and road capital projects.

Continuing focus on the community's concerns, particularly about keeping pace with growth and ensuring adequate staffing, the Town of Castle Rock Council researched and solicited further community feedback on asking voters for additional funding on the November of 2024 ballot. The proposed measure sought to secure a 0.2% sales tax increase, which would fund 18 new positions over the next five years to support the growing needs of the Castle Rock Fire and Rescue Department.

The Town of Castle Rock voters approved ballot measure 2A to increase the sales tax by 0.2% beginning January 1, 2025, bringing the town's sales tax to a total of 4.2%. The community's support, and passing of this measure helps to ensure the Town of Castle Rock can continue to maintain it's margin of excellence in public safety. Nine fire personnel will be hired to staff a fourth ambulance to be stationed at Fire Station 155 on Crowfoot Valley Road, and a total of 18 fire personnel between 2025 and 2029 to aide in the department's commitment of outstanding performance.

The Castle Rock Fire and Rescue Department evaluates response performance through two key components; distribution and concentration.

Distribution measures the performance of the first arriving unit, focusing on how quickly help reaches the scene. Concentration assesses the arrival of the Effective Response Force

(ERF). ERF is the minimum number of personnel, equipment, and apparatus required to safely and effectively manage an incident. The required ERF varies based on the risk level of the incident. There is four risk levels: low, moderate, high and special risk. The higher risk, the greater the resource need.

Additional performance factors evaluated are stratified by population dentsity.

- Rural is considered fewer than 1,000 residents per square mile
- Urban is considered greater than 1,000 residents per square mile

There is three compenents the department tracks as part of the full spectrum of response time experienced by the customer.

- Call Processing Time: From when the call is received to when units are dispatched
- Turnout Time: From dispatch to the apparatus leaving the fire station
- Travel time: From leaving the fire station to arriving on-scene

These three elements combine to define Total Response Time. The Total Response Time is a critical metric in evaluating and improving service delievery.

For the evaluation period, the department's performance for the 1st arriving unit remained relatively stable. In rural population areas, the total response time showed a slight decrease for 2024, and the lowest total response time for the five-year reporting period at 9:16. The highest response time between 2020-2025 at 10:07 in 2021. Response times in the urban population areas were 9:39 in 2024, and were very stable across five years varying less than 20 seconds with the lowest of 9:15 in 2021 and 2022.

In line with its commitment to continuous quality improvement, the Castle Rock Fire and Rescue Department has established a structured compliance methodology and improvement strategy. This includes both monthly and annual reporting requirements to monitor performance and drive accountability.

Monthly performance data reporting includes:

- Call Processing Time
- Turnout Time
- First Unit Arriaval Time
- Moderate-risk EMS Effective Response Force (ERF)

Annual performance evaluation for all services and risks levels including:

- First-arriving units
- Effective Response Force (ERF)
- Analysis of:
    - Performance Trends
    - Service Gaps
    - Recommendations for Improvements
- Establishment of updated performance standards for the following year

This structured approach ensures ongoing evaluation, accountability, and alignment with community needs and operational goals.

Evaluating the effective response force poses a challenge in that, with the exception of EMS, there are too few incidents to perform meaningful statistical analysis or trending. Even so, the department annually tracks and reports all effective response force incidents for EMS, fire, hazardous materials, wildland fire suppression, and technical rescue at all risk levels (low, moderate, high, or special).

Upon reviewing the data comprehensively, the Castle Rock Fire and Rescue Department found that performance for the first arriving units has remainted relatively stable overall. However, the analysis also identified that certain planning zones consistently fall short of meeting the adopted performance statands for response times. These gaps highlight areas where geopgraphical challenges, growth, or current resource limitations may be affecting the department's ability to meet it's benchmarks, emphasizing the need for strategic adjustments in resource deployment and ongoing planning to maintain service equity across all zones.

PLACE HOLDER FOR THE RESOLUTION ADOPTING THE STANDARDS OF COVER

Table of Contents

A. Introduction *1*
Purpose 1

B. Documentation of Area Characteristics *1*
Area Description 1
Topography 1
Climate 2
Population 3

C. Community Expectations *4*
Community Expectations, Concerns, and Priorities 4

D. Services Provided *6*
Service Delivery Programs 6
Current Deployment 7
Fire Headquarters 8
Station 151 8
Station 152 8
Station 153 9
Station 154 9
Station 155 9
Public Safety Training Facility: 10

E. Historical Perspective and Summary of System Performance *12*
Community Response History 12
Composition of Total Response Time 16
Data Analysis and Statistical Limits 17
Distribution Factors 18
Station 151 25
Station 152 29
Station 153 33
Station 154 37
Station 155 41
Planning Zone Analysis 44
Planning Zone 1 (PZ1) 44
Planning Zone 2 (PZ2) 49
Planning Zone 3 (PZ3) 52
Planning Zone 4 (PZ4) 56
Planning Zone 5 (PZ5) 59
Planning Zone 6 (PZ6) 64
Planning Zone 7 (PZ7) 68
Planning Zone 8 (PZ8) 71
Planning Zone 9 (PZ9) 74
Interstate 77
Concentration Factors 81
Emergency Medical Service (EMS) 82
Concentration Factors: Fire 89

Concentration Factors: HAZMAT 94
Concentration Factors: Wildland 99
Concentration Factors: Technical Rescue 104
Concentration Factor: Summary 107
Reliability Factors 107

F. Performance Objectives (Baselines and Benchmarks) *125*
2023 Baseline performance statements 125
Performance Baselines: Call Processing and Turnout 125
Performance Baselines: Fire Suppression 127
Performance Baselines: HAZMAT 129
Performance Baselines: Wildland 131
Performance Baselines: Technical Rescue 132
2022 – 2027 Benchmark Performance Statements 134
Performance Benchmarks: EMS 135
Performance Benchmarks: Fire Suppression 136
Performance Benchmarks: HAZMAT 138
Performance Benchmarks: Wildland 140
Performance Benchmarks: Technical Rescue 141

G. Evaluation and Compliance Methodology *142*
Evaluation Methodology 142
Compliance Team / Responsibility 143
Continuous Improvement Strategy 143

H. Conclusion and Recommendations *144*
Conclusions 144
Recommendations 146

Appendices, Exhibits and Attachments *147*
Appendix A: Community Survey Definitions 1
Appendix B: Critical Task Analysis 1
Appendix C: Emergency Medical Services Data Tables 1
Appendix D: Fire Suppression Data Tables 1
Appendix E: Hazardous Materials Data Tables 1
Appendix F: Wildland Fire Suppression Data Tables 1
Appendix G: Technical Rescue Data Tables 1
Appendix H: Program Outcome Summary 6

A. Introduction

Purpose

The Standards of Cover works in conjunction with the 2021 Community Risk Assessment to identify, define and, if possible, quantify the risks within the community and detail how the Castle Rock Fire and Rescue Department (CRFD) prepares for, responds to, and works to mitigate those risks. The Standards of Cover defines the level of service CRFD provides to the jurisdiction. This level of service examines the historical response characteristics within the jurisdiction and establishes baseline performance criteria; as well as benchmarks, or performance goals, for the first arriving apparatus and the balance of the effective response force (ERF). The ERF represents the complement of apparatus, people and equipment required to mitigate a "typical" emergency. The ERF is entirely dependent on the type and magnitude of the incident. Generally speaking, the larger the incident or greater risk to the community, the more resources are required. To determine the ERF, the department completed a review of all its incident types and risk level to establish a list of critical tasks. These tasks were then compared to the resources assigned to that call type, and response plans were adjusted accordingly (adding resources to some and removing resources from others).

As stated, the Standards of Cover sets the level of service for the department, and once approved by the Town of Castle Rock Town Council, establishes the CRFD's response and performance standards that will be reviewed and reported on at least annually.

B. Documentation of Area Characteristics

Area Description

The Castle Rock Fire and Rescue Department serves an area of approximately 66 square miles. The service area is comprised of the Town of Castle Rock, which is approximately 34 square miles, and the remaining area is that of unincorporated Douglas County. The area served is located in central Colorado on Interstate 25, roughly 28 miles south of Denver and 37 miles north of Colorado Springs. The elevation of Castle Rock is 6,224 feet. This area lies in the Colorado Piedmont on the western edge of the Great Plains. The front range of the Rocky Mountains are a few miles to the west. East Plum Creek, a stream within the South Platte River drainage basin, runs north then northwest through Castle Rock.

Topography

Common topographical features for both the Town and the district consist of rock outcroppings, steep hillsides, cliffs, canyons, mesas, and plateaus. Castle Rock, the castle-shaped butte that is the town's namesake, sits near the town's center, immediately north of downtown. The area is covered with large meadows of grass, small plants, scattered juniper trees, and open Ponderosa Pine woodlands. Other trees common to the area include Gambel Oak and Pinyon Pine.

These features and fauna are found throughout each of the five station districts and impact the type of risk, equipment, and training that may be needed. The risks range from wildland

and interface fires to high/low angle rope rescue over varied terrain and conditions. As such, each station houses a brush truck and all personnel are trained a minimum of awareness with several members trained to the operations and technician level in rope rescue.

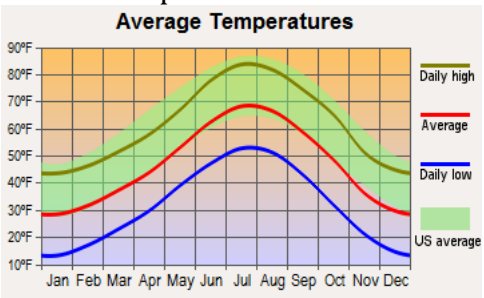
These features do not have a significant impact on responses as apparatus have been designed to function effectively in this environment. Engines and medic units have the requisite horsepower to navigate the changes in elevations, brush trucks are designed to travel both on and off road, and station locations were previously determined to accommodate the growth as directed in the Town's Master Plan.

Climate

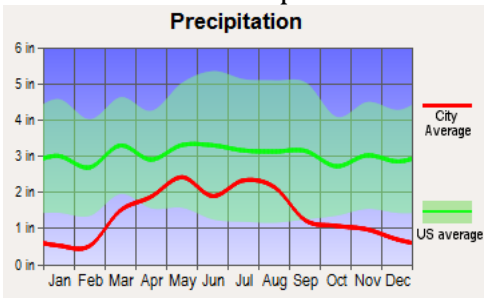
Castle Rock has a semi-arid climate with hot, dry summers and cold, dry winters. The area enjoys roughly 255 days of sunshine per year. On average, the Town receives 16.8 inches of precipitation annually, snowfall averages 62.5 inches per year, and the average humidity in the area is 40 percent. The coolest month is January with an average high of 44.8 and low of 12.5 degrees. The warmest month is July with an average high of 85.6 and low of 53 degrees. May is typically the wettest month.

The state of Colorado is ranked number 10 in lightning strikes and Castle Rock gets substantial lightning activity.

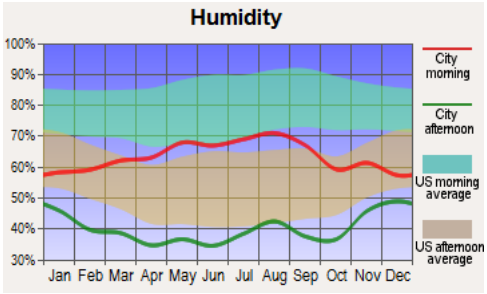
Area Description Chart 1.0



Area Description Chart 2.0



Area Description Chart 3.0



Population

CRFD provides fire and emergency services to roughly 88,400[1] residents within a 66 square mile jurisdiction, with an overall population density of 1273 residents/mile^2. CRFD defines population densities as follows:

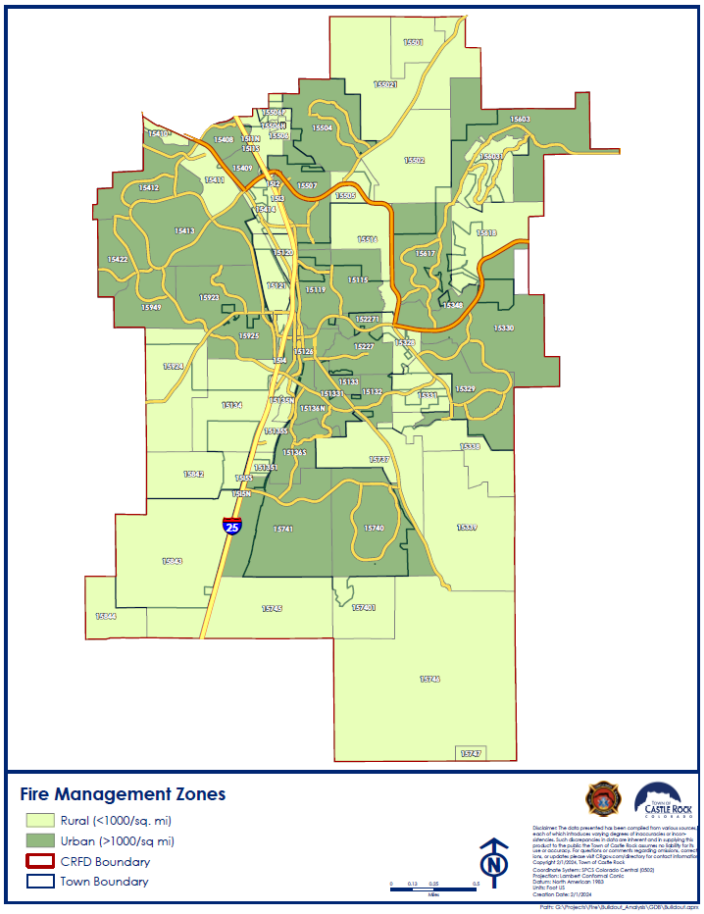
Rural: Less than 1,000 residents/mile^2

Urban: Greater than 1,000 residents/mile^2

Overall, CRFD's jurisdiction is considered urban with more than 1,000 residents/mile^2. However, CRFD's jurisdiction is divided between two entities, the Town of Castle Rock (TCR) and the Castle Rock Fire Protection District (CRFPD). The Town of Castle Rock's Development Services maintains an annual estimate of the resident population for the 34 square miles of the Town of Castle Rock. As of December 2023, the population within town limits is estimated at 84,792. The population density for the Town is 2,494/mile^2 and is considered an urban population density. The Castle Rock Fire Protection District represents the remaining 32 square miles of CRFD's jurisdiction and has an estimated population of 3,600 residents. CRFPD's population density is 113 residents/mile^2 and is considered a rural population density. Furthermore, the population is concentrated in neighborhoods throughout the jurisdiction resulting in pockets of higher population densities. Therefore, CRFD has determined the population density within each of the 56 fire management zones (FMZ) and assigned a density value of rural or urban as appropriate. The department has established performance guidelines for the rural and urban population densities. These performance guidelines are monitored monthly and revised annually as needed.

Area Description Map 1.0 geographically shows the urban and rural population densities, with the urban density shown in dark green and the rural density shown in the lighter green.

Area Description Map 1.0: 2023 Population Density



[1] The population estimate of 88,400 is based on the Town of Castle Rock Development Services December 2023 population estimate of 84,792 and an estimated unincorporated Douglas County population of 3,600. Any additional population analysis, requiring spatial analysis will be based data available through the U.S. Census Bureau.

C. Community Expectations

Community Expectations

Service Delivery Program Transitions

The Castle Rock Fire and Rescue Department has traditionally provided an "all-hazards" response. In the mid-1990s, the mission was modified to include Advanced Life Support (ALS) response, and in 1997, ALS transport was added. ALS transport was added after the private ambulance company that had served the area ceased operations and pulled out of the county entirely.

Since 2001, the department has continued to ensure that the level of service for an all-hazards response has been maintained. Through community surveys, the department has consistently been ranked as number one in services provided by the Town to the community.

Community Expectations, Concerns, and Priorities

As a cornerstone of the 2020 - 2024 Strategic Plan, CRFD hosted several community open houses to gather community input and feedback. The purpose of these meetings was two-fold. First, to educate the community on the services CRFD provides, the capabilities and limitations of those services, as well as provide a brief overview of the department structure and finances. Second, CRFD asked participants to rank the department's services, as well as provide their expectations and concerns.

Based on the feedback from the open houses, the community ranked CRFD's services as seen in Table 1.0.

Community Expectation Table 1.0

	SERVICES
1	Emergency Medical Services
2	Fire Suppression
3	Wildland Fire Suppression
4	Fire Prevention
5	Technical Rescue
6	Hazardous Materials Mitigation
7	Domestic Preparedness Planning and Response
8	Public Education
9	Fire Investigation

The community was asked to share their expectations of CRFD. Table 2.0 lists the top 10 community expectations. Given the broad range of responses, the department grouped similar responses into categories. The definitions of these categories can be found Appendix A: Community Survey Definitions.

Community Expectations Table 2.0

Top 10 Community Expectations	
1	Training / Education
2	Response Time
3	Staffing
4	Core Service
5	Equipment / Apparatus
6	Growth / Development
7	Qualities
8	Resource Deployment
9	Public Education
10	Fiscal Responsibility

In addition to providing expectations, the attendees were asked to identify areas of concern within the department, detailed in table 3.0.

Community Expectations Table 3.0

Top 10 Community Concerns	
1	Growth / Development
2	Staffing
3	Resource Deployment
4	Funding
5	Public Education
6	Response Time
7	Wildfire
8	Fiscal Responsibility
9	Code Enforcement / Development
10	Resources

The above information was the basis for a two-day internal stakeholder meeting that resulted in the development of the 2020 - 2024 Strategic Plan. Definitions of the Expectations and Concerns categories may be found in Appendix 1: Community Survey Definitions. The Strategic Plan is available at Castle Rock Fire and Rescue Headquarters or online at http://crgov.com/fire/Strategic-Documents.

D. Services Provided

Service Delivery Programs

The Castle Rock Fire and Rescue Department protects the life and property of all residents in a 66 square-mile area, including the Town of Castle Rock and the Castle Rock Fire Protection District in Douglas County. Additionally, the department services an estimated daytime population of roughly 118,000 people and 115,000 vehicles per day. The department has 109 career members (103 uniformed staff), and five administrative volunteer members, who staff and support five fire/rescue stations 24 hours a day to provide fire and medical services to the community. In 2024, the department responded to 7,068 calls for service.

The Castle Rock Fire and Rescue Department Operations Division provides:

- Fire: vehicle and structural fire suppression response
- Wildland Urban Interface Fire Suppression: wildland, vegetation and open area fire suppression that may or may not threaten improvements or structures
- Technical Rescue: trench, confined space, building collapse, high/low angle rope rescue, vehicle extrication, and water/ice rescue services
- Emergency Medical Services: Advanced Life Support (ALS) emergency medical services (paramedic ambulance transportation) with all field personnel, at a minimum, certified as EMT-Basics
- Hazardous Materials: operations and technician level response and mitigation
- Specialized: Tracked Rescue Vehicle (TRV152), four-wheel drive off highway vehicle (ATV151), air and light incident support trailer (AIR151), and Water Rescue (WTR 152).

The Castle Rock Fire and Rescue Department Fire and Life Safety Division provides:

- Fire code inspections of existing businesses
- Plan reviews
- New construction inspections
- Public education
- Post-incident fire investigation
- UAS services
    - Search & Rescue
    - Thermal & 3D mapping
    - Incident video / photo documentation
    - Remote IDLH reconnaissance
    - Construction site / access documentation

Additional non-emergency programs:

- Child passenger car seat installations
- Public CPR classes
- Tier II hazard assessments
- Smoke/CO alarm replacement program

Current Deployment

Services Provided Table 1.0: Prevention and Life Safety Programs

Program Title	Description	Frequency / Objective
New Construction Plan Review	Construction plans for all projects within the district, including new buildings and tenant improvements are reviewed for code compliance and hazard abatement prior to the start of construction.	Building permit reviews within 10 days of receipt
Existing Business Inspection	Occupancy inspections are conducted by inspectors to verify compliance with the fire code.	Dependent on risk level and other requirements, attempting every 1-3 years
Fire Investigations	Fires are investigated by the fire investigator, if the officer in charge cannot determine the cause or if other criterion is met.	As needed
Child Passenger Car Seat Installation / Inspection	Installations / inspections are performed by certified CPS Technicians.	As needed
Fire Extinguisher Training	This service provides CFR 1910.157 portable fire extinguisher compliant training for individuals and businesses using an electronic simulator.	As requested
CPR Training	Certified training is provided by certified personnel of CRFD.	Quarterly classes offered; others on an as-requested basis
Wildland Fire Mitigation Assessment	Trained members of CRFD provide Wildland assessments. Assessments are completed using FireWise and ICC, and Castle Rock Community Wildfire Protection Plan (CWPP).	As requested
Unmanned Aircraft System (UAS) Services	FAA licensed UAS piloted by FAA licensed pilot. Can fly UAS during emergency and non-emergency operations based on policy.	As requested or needed

Fire Headquarters

Fire Headquarters is co-located with Station 151 and serves as the primary office for the Operations Division, Life Safety Division, Administrative Services Division, and the Office of the Fire Chief. Fire Headquarters opened in 1999.

Station 151

Station 151 houses a quint, medic unit, battalion chief, type-III wildland engine, a reserve medic unit, and the 1929 antique fire truck.

Typical station assignments are:

- Quint 151: one Lieutenant, one Engineer, one Firefighter / EMT or Paramedic
- Medic 151: one Firefighter / EMT, one Firefighter / Paramedic
- Battalion Chief 151: one Battalion Chief

The type-III brush engine is cross-staffed as necessary.

Station 151 protects: Wilcox Square, Plum Creek, Baldwin Park, Castle North, and the Woodlands, as well as other neighborhoods and business districts. Several elementary schools, Douglas County High School, Castle Rock Town Hall, Douglas County administration buildings, Douglas County Fairgrounds, parts of Interstate 25, and Rock Park also are in its service area.

Station 152

Station 152 houses an engine, type-VI brush truck, the safety and training officer (STO), tracked rescue vehicle (TRV), Water Rescue 152 (WTR152), a reserve engine, and the 1956 antique fire truck. In addition to CRFD's standard extrication equipment, Engine 152 also carries a compliment of heavy extrication equipment.

Typical station assignments are:

- Engine 152: one Lieutenant, one Engineer, and one Firefighter / EMT or Paramedic
- Safety and Training Officer 151: one Captain

The type-VI brush truck, WTR152 and TRV are cross-staffed as necessary.

Station 152 protects Crystal Valley Ranch, Bell Mountain Ranch, Lost Canyon Ranch, portions of Plum Creek, a small commercial area, an elementary/middle school, and portions of Interstate 25.

Station 153

Station 153 houses an engine, type-VI brush truck, medic unit, and hazardous materials unit (HM153).

The typical station assignments are:

- Engine 153: one Lieutenant, one Engineer, and one Firefighter / EMT or Paramedic
- Medic 153: one Firefighter / EMT, one Firefighter / Paramedic

The type-VI brush truck and HM153 are cross-staffed as necessary.

Station 153 protects Founders Village, Castle Oaks, portions of Terrain, Castlewood Ranch, a small commercial area, a middle school, and three elementary schools.

Station 154

Station 154 houses an engine, medic unit, type-VI brush truck, and reserve engine. In addition to CRFD's standard extrication equipment, Engine 154 also carries a compliment of heavy extrication equipment.

Typical station assignments are:

- Engine 154: one Lieutenant, one Engineer, and one Firefighter / EMT or Paramedic
- Medic 154: one Firefighter / EMT and one Firefighter / Paramedic

The type-VI brush truck is cross-staffed as necessary.

Station 154 protects The Meadows, Highlands Vista, and Red Hawk areas. Also in the station's district are the Outlets at Castle Rock, a commercial area west of I-25, a high school, a middle school, three elementary schools, a large industrial area, and the Douglas County Sheriff's Office, which houses the Douglas Regional Communication Center (DRCC) providing dispatch services.

Station 155

Station 155 houses a quint, type-III wildland engine, technical rescue response vehicle (squad), collapse truck, air/light trailer, reserve medic unit, reserve quint and mid-late 2025, a medic unit will be added.

Typical station assignments are:

- Quint 155: one Lieutenant, one Engineer, and one Firefighter / EMT or Paramedic

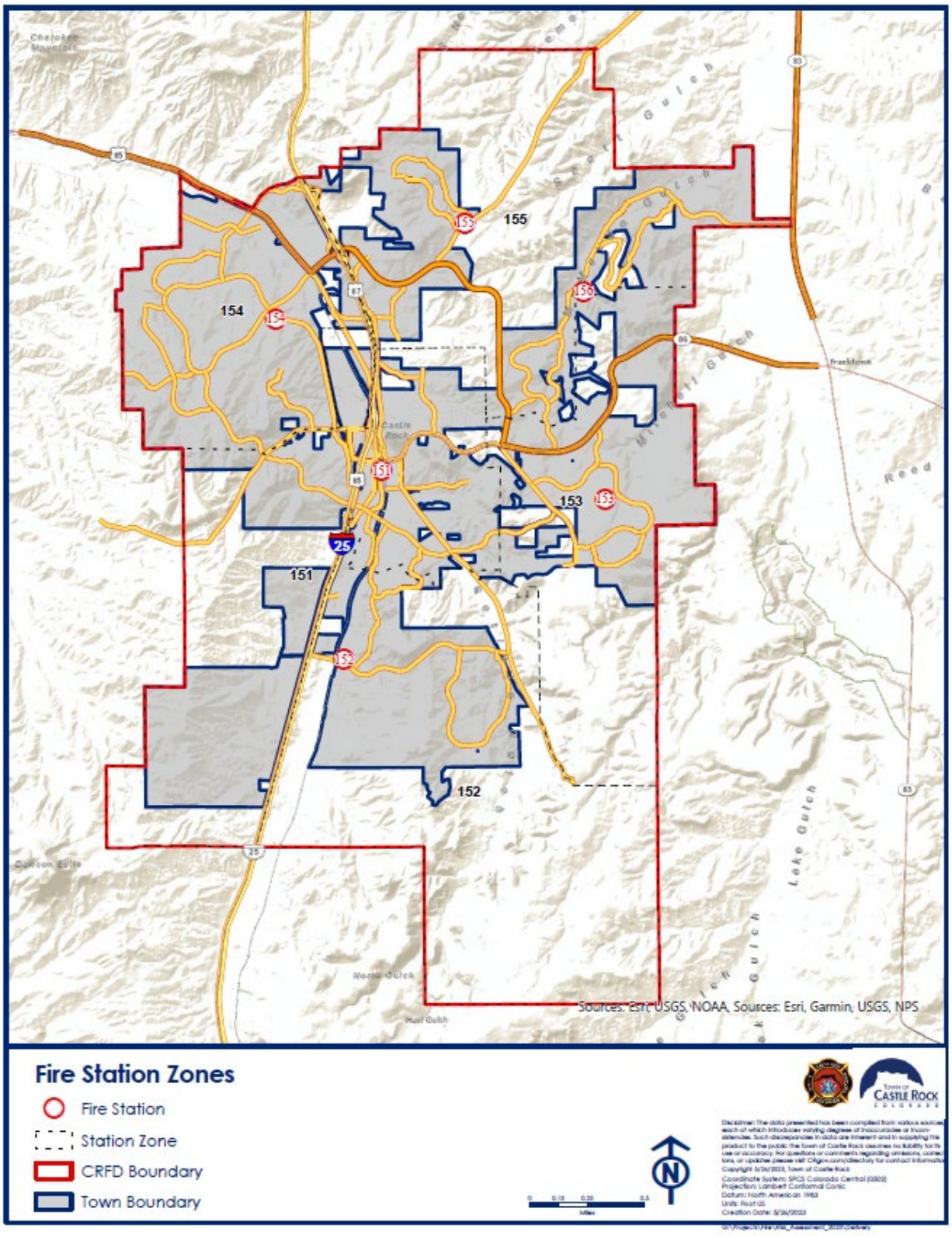
The type-III brush engine, squad & collapse truck, and air/light trailer are cross-staffed as necessary.

Station 155 protects the residents on Crowfoot Valley Road, Founders Parkway, Silver Heights, Sapphire Point, Diamond Ridge, portions of Terrain, Cobblestone Ranch, and Metzler Ranch, Macanta, several schools, as well as the large commercial area east of I-25 on the north end of Town.

Public Safety Training Facility:

The Public Safety Training Facility (PSTF) is comprised of three facilities; the North Building, consisting of large classroom facilities, restrooms, and storage areas; the South Building with office spaces and garage space/workshop for the Emergency Vehicle Technician (EVT); and the Fire Training Center (FTC), a five-story training tower with class-A burn rooms on the 1st, 2nd and 4th floors. The PSTF South Building is the primary office building for the Training Division (Training Chief, Training Captain, and Safety and Training Officers (STO) and the Logistics Division (Logistics Chief, Logistics and Equipment Support Technician, and EVT). These facilities house the support service unit, a four-wheel drive "gator", and fleet repair trucks.

Current Deployment Map 1.0



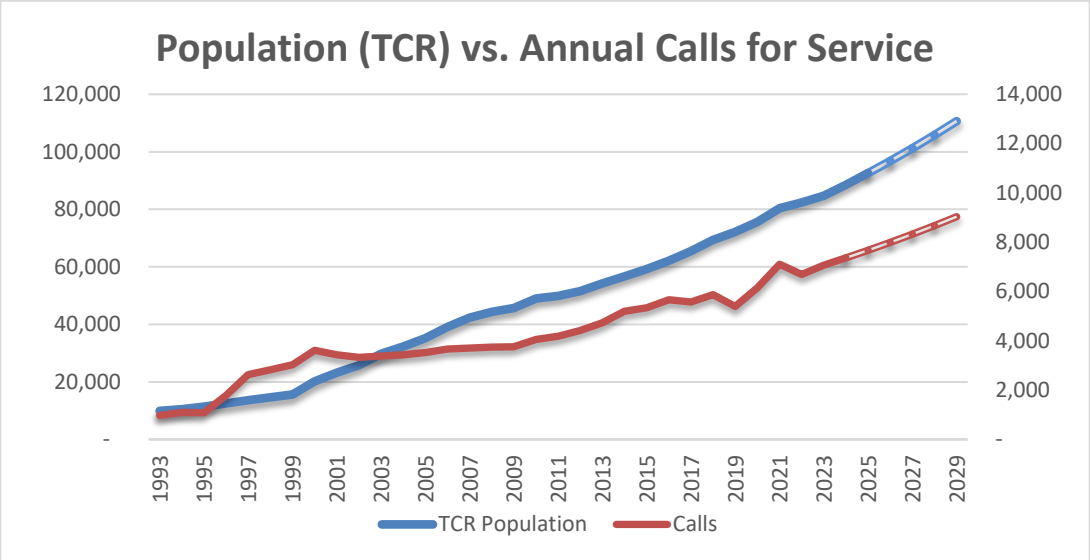
E. Historical Perspective and Summary of System Performance

Community Response History

The last few years proved to be challenging for several reasons. Overall, calls for service have increased, but with a notable drop in 2020 primarily attributed to the COVID-19 pandemic, decreased traffic, and reluctance of people to seek medical attention, or call 911. The 2020 drop affected the 5-year data trends with many trends showing a flat or slight increase over 5-years. The 2021 increase was consistent with the long-term trend seen by CRFD. While the decline in call for service in 2023 continues to influence the overall five-year trend, the increase in call volume shown in 2024 reflects a return to steady growth.

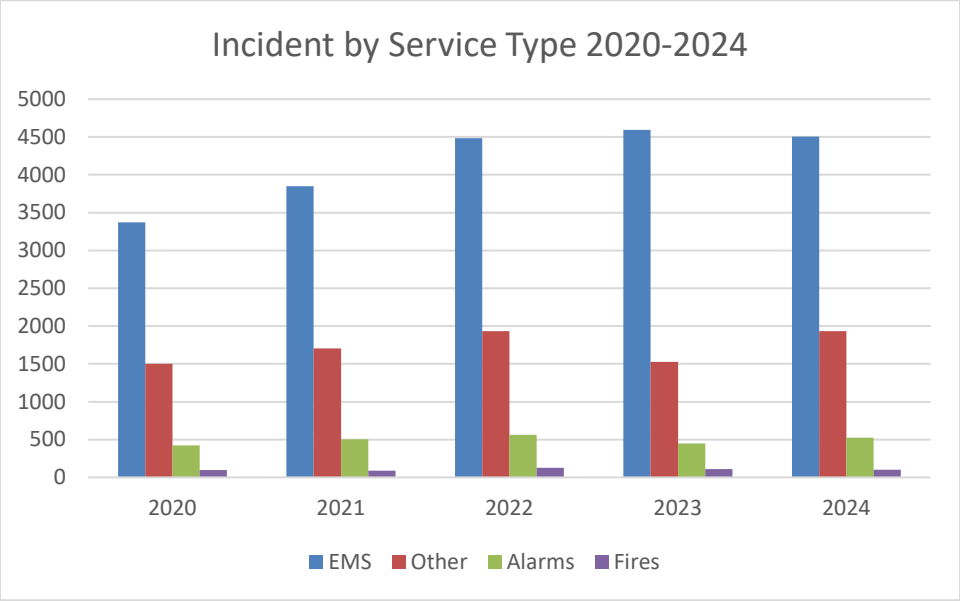
Since 2004, the population of the Town of Castle Rock has nearly tripled; increasing at a rate of 5.9% annually. Since 2004, the call volume has increased by 108% and 3.8% annually. Over the past five years (2020-2024), the call volume has increased by 16.2% and 4.2% annually while the population grew by 17.3% and 4.1% annually. The five-year trends were affected by a decrease in calls for service of 6.0% or 423 incidents in 2023, when compared to 2022, CRFD experienced a 5.7% increase or 382 incidents in 2024. Although the decrease in calls for service in 2023 affected the five-year trend data, the increase in call volume observed in 2024 indicates a steady upward trajectory. This aligns with the Town's consistently growing population.

Community Response History Chart 1.0

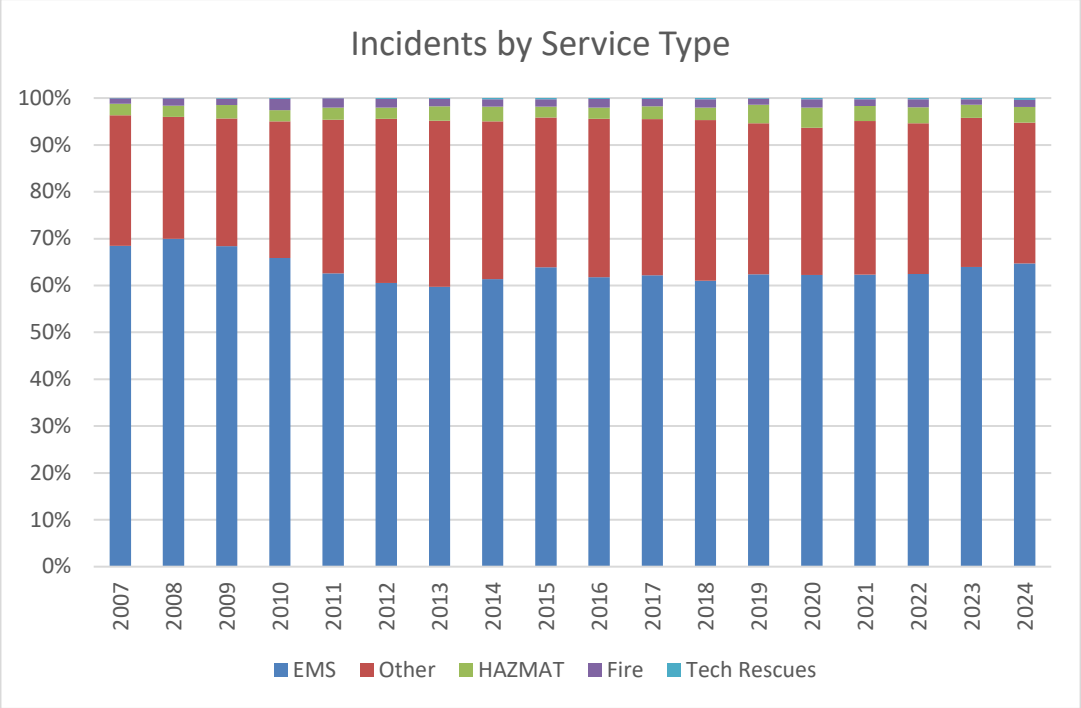


As the department's call volume increases, the distibution of incidents across service types has remained relatively static with EMS calls accounting for approximately 64% of the total call volume in 2024, and 63% for the last ten years (2015-2024). Fires represented 2% of calls in 2024, and 2% for the last ten years (2015-2024). Alarms represented approximately 8% of the calls in 2024 and 8% for the last ten years (2015-2024). Other calls, represented the remaining 27% of the calls in 2024, and approximately 27% for the last ten years (2015-2024).

Community Response History Chart 2.0

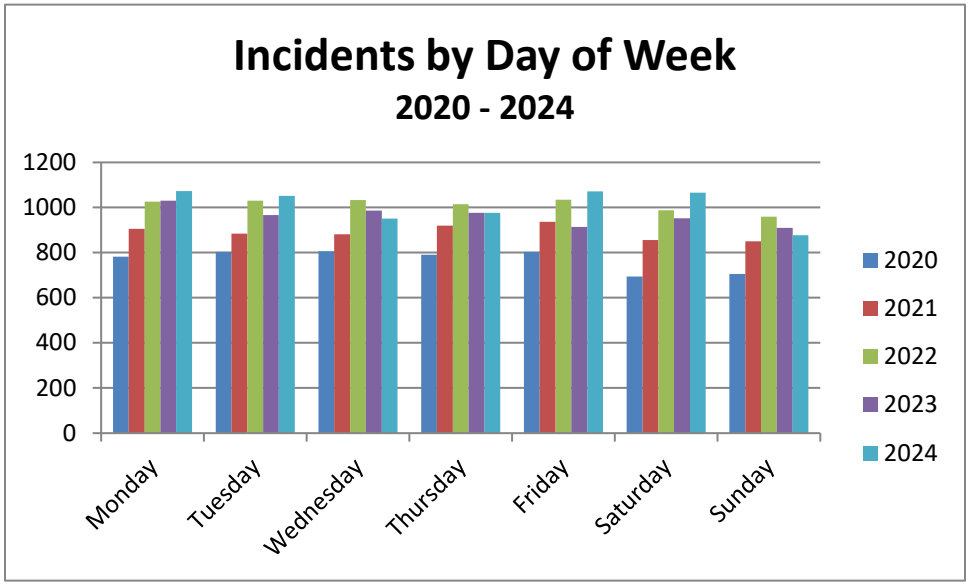


Community Response History Chart 3.0



Call volume is generally evenly spread out during the week with less than a 9% fluctuation between from day to day.

Community Response History Chart 4.0

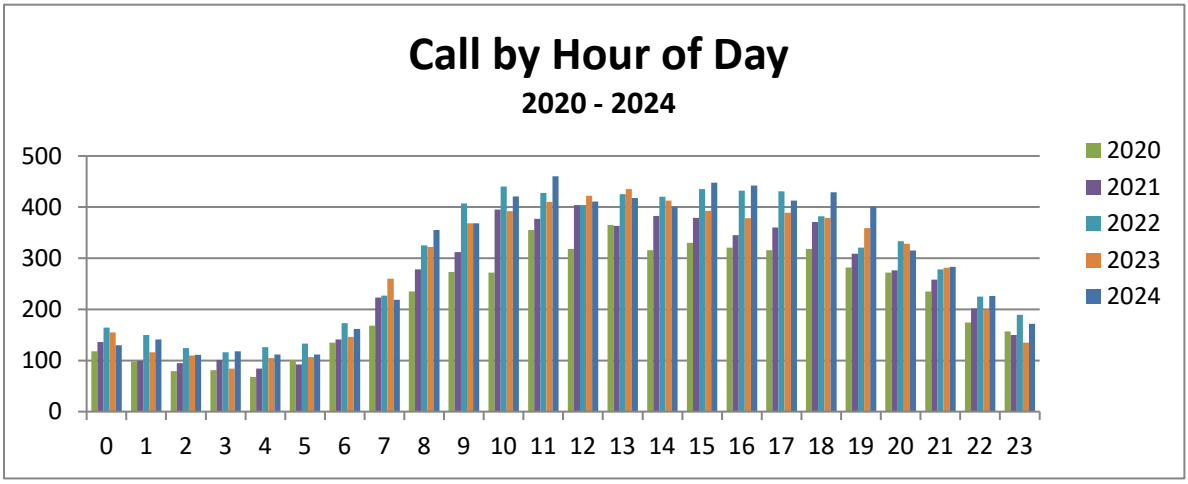


As expected, call volume decreases after approximately 2300 hours until 0700 hours on a daily basis.

Community Response History Chart 5.0

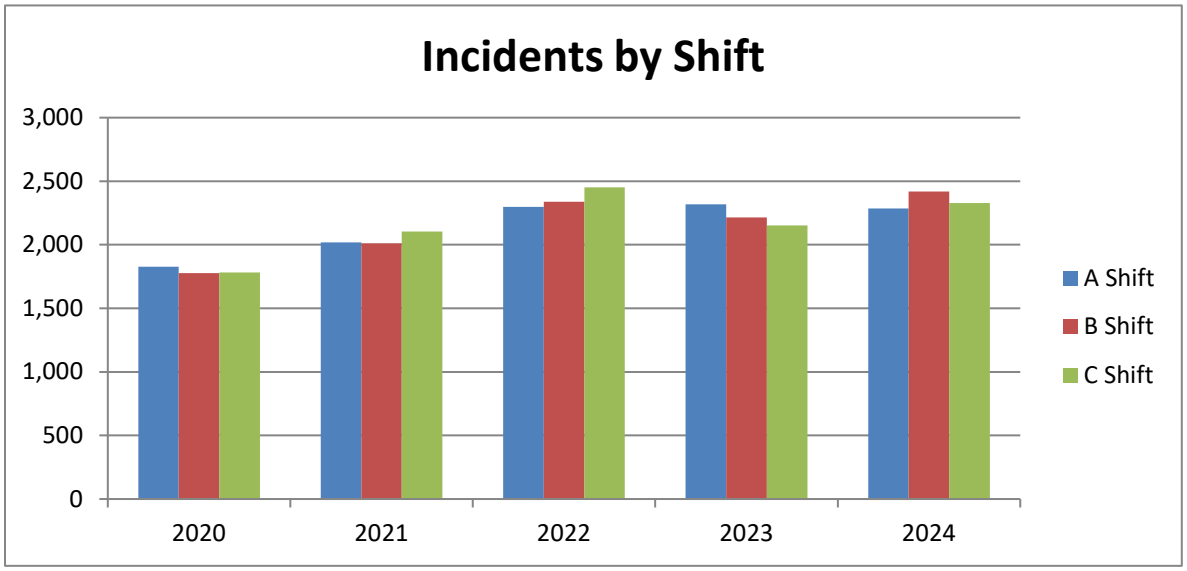
Incidents by Hour of Day

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	Totals
2020	118	98	79	81	68	101	135	168	235	273	272	355	318	365	316	330	321	316	318	282	272	235	174	157	5,387
2021	136	99	95	101	84	92	141	223	278	312	395	377	404	363	383	379	345	360	371	309	276	258	202	150	6,133
2022	164	150	124	116	126	133	173	227	325	407	440	428	404	425	420	435	432	431	382	321	333	278	225	189	7,088
2023	155	116	110	84	105	107	146	260	322	368	392	410	422	435	413	393	378	389	379	359	328	281	199	135	6,686
2024	130	141	111	118	112	112	162	219	355	368	421	460	411	418	401	448	442	413	429	401	315	283	226	172	7,068



Call distribution across the three shifts has varied, but there has been no study or determination as to why.

Community Response History Chart 6.0



Review of the historical performance includes a review of both the distribution (arrival of the 1st unit) and concentration (arrival of the effective response force).

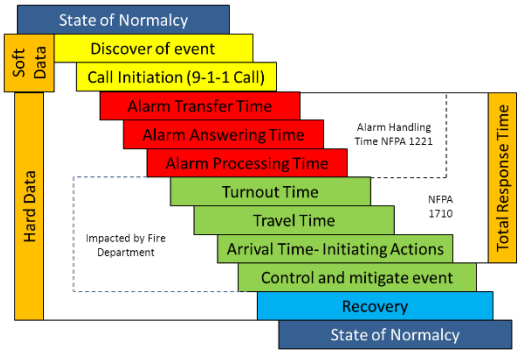
Reviewing distribution data confirmed a number of conclusions from previous versions of the Standards of Cover.

1. As will be seen in the Distribution Factor Response Time tables for the jurisdiction, stations and planning zones, population density has little impact on call processing or turnout time. However, if the incident occurs on a highway, the call processing time is significantly increased.
2. Historically, Station 151 has held the highest call volume. However, in 2024, Station 154 recorded the most calls, largely due to increased development and the addition of several long-term care and assisted living facilities in the area. Station 151 followed closely behind.
3. Planning Zone 6 has experienced ongoing development, with additional growth projected. In 2023, the zone reached 85% of the planning threshold for establishing a dedicated fire station. Continued growth was evident in 2024, with incident volume rising to 240 from 198 in the previous year. In response, the department remains on track with its fiscal and staffing plan to construct and commission Station 156 by mid to late 2026.
4. Planning Zone 9 continues to grow exceeding the 2021 Fire Master Plan call volume tenants for a new station. The long-term performance in this area has been relatively stable, but is continuing to show an increasing negative trend with decreasing compliance to both the 1st arriving unit and effective response force for EMS incidents.

The jurisdiction, as well as each of the five stations and nine planning zones, are described in detail in the Distribution Factors section of this document.

Composition of Total Response Time

As part of the distribution analysis, all emergent calls were evaluated to determine the total response times based on population density. CRFD defines total response time as the time from when the customer's call is received by the public safety answering point (PSAP) until the first unit arrives on scene. There are three components to the total response time; call processing, turnout, and travel, which are defined below.



- Call processing / alarm handling time: time to answer the call, process the call and dispatch appropriate apparatus
- Turnout time: time from when the crews are notified of the call until the apparatus is moving.
- Travel time: time from when the apparatus starts moving until it arrives on scene.

These components are then filtered by the five station response areas, then the nine planning zones. All times reported within the distribution study are reported at the 90th percentile, or performance 90 percent of the time. Should call volume be less than 10 in any given area, a maximum time or 100th percentile is reported.

Data Analysis and Statistical Limits

For the purpose of the Distribution Factors analysis, CRFD has established the following thresholds for statistical outliers. Any response time with a zero (0:00) time value is assumed to be a data error. This assumption is based on the premise that a zero time is the result of a data entry error. While there are a couple scenarios that could result in a zero-time value, i.e., walk-in medical at the station or crews arriving at a scene prior to the incident being received or processed by the dispatch center (for example, flagged down by a motorist or happening upon a motor vehicle accident), these are rare and would have limited effect on the overall analysis. Any response that exceeds the upper limit is assumed to be a data error. This assumption is based on the premise that the upper limit should include all normal responses. All raw data reports run in support of this distribution analysis include a review of lower and upper limit exclusions. If data exclusion exceeds 10% of the total data, a review of the excluded data must be conducted to determine if there has been a shift in system performance.

	Lower limit	Upper limit
Call Processing	0:00	5:00
Turnout	0:00	5:00
Travel	0:00	15:00
Total Response Time	0:00	20:00

For the purpose of the Concentration Factors analysis, CRFD has established the following thresholds for statistical outliers. Any response time with a zero (0:00) time value is assumed to be a data error. This assumption is based on the premise that a zero time is the result of a data entry error. While there are a couple scenarios that could result in a zero-time values (i.e., walk-in medical at the station or crews arriving at a scene prior to it being receive or processed by the dispatch center), these are rare and would have limited effect on the overall analysis. Any response that exceeds the upper limit is assumed to be a data error. This assumption is based on the premise that the upper limit should include all normal responses. For all effective response force studies, other than EMS, all extended response time are individually verified to ensure data validity. All raw data reports run in support of this distribution analysis include a review of lower and upper limit exclusion.

	Lower limit	Upper limit
ERF Travel	0:00	25:00
ERF Total Response Time	0:00	30:00

All analysis is limited to emergent responses within the CRFD jurisdiction. All incidents reviewed must be emergent responses for both the initial arriving apparatus (distribution) and all units required by the critical task analysis (CTA). If an incident is within another

agency district and CRFD provided aid, it is not included in CRFD's incident analysis (distribution or concentration).

Distribution Factors

For the purpose of this document, Distribution shall be defined as a geographic area. These areas are calculated at a jurisdictional, station response area (current deployment) and nine theoretical station planning zones (PZ). Evaluating the current distribution model provides historical baselines for performance. Evaluating the smaller PZs provides greater resolution on local performance and trends within a station's first due area. The primary distribution factor is the arrival of the 1st due apparatus. Other distribution factors that were evaluated in conjunction with call volume were:

- Simultaneous call volume
- Response time
- 1st Due compliance (based on population density)

The department consists of five stations staffing three type-II engines (minimum three-person staffing each), two quints (minimum three-person staffing each), three medic units (two-person staffing), one safety and training officer, and one battalion chief. When examining distribution, the primary means of evaluation is the arrival of the first unit on scene. It is the arrival of the first unit that allows the company officer to "size-up", or determine the scope and complexity of the incident, and either request additional resources or return units to service. In addition to the primary apparatus, all stations cross-staff a brush truck. Station 152 cross staffs the tracked rescue vehicle and the water rescue 152. Station 153 also cross-staffs the department's hazardous materials (HAZMAT) truck that is a regional asset. Station 155 cross-staffs the department's technical rescue squad, collapse truck, and a regional air/light trailer.

	Daily Staffing *(minimum)*					
	Suppression Apparatus	Medic	Battalion Chief	Safety	Cross-Staffed Units	Daily Staffing
Station 151	Quint 151 4 *(3)*	Medic 151 2 *(2)*	BA151 1 *(1)*	N/A	Brush 151 (Type III)	7 *(6)*
Station 152	Engine 152 4 *(3)*	N/A	N/A	STO152 1 *(1)*	Brush 152 (Type VI) Water Rescue 152 Tracked Rescue Vehicle	5 *(4)*
Station 153	Engine 153 4 *(3)*	Medic 153 2 *(2)*	N/A	N/A	Brush 153 (Type VI) HAZMAT 153	6 *(5)*
Station 154	Engine 154 4 *(3)*	Medic 154 2 *(2)*	N/A	N/A	Brush 154 (Type VI)	6 *(5)*
Station 155	Quint 155 4 *(3)*	N/A	N/A	N/A	Brush 155 (Type III) Squad 155 Collapse Trailer Air/Light Trailer	4 *(3)*
	20 *(15)*	6 *(6)*	1 *(1)*	1 *(1)*	N/A	28 *(23)*

The department added the response category of Interstate in the distribution study. This was done in an attempt to assess what impact the interstate has on call volume and response times even though it does not have a static population like the fire management zones. Distribution Factors Table 1.0 provides a breakdown of area center lane miles, population and population density by station and planning zone.

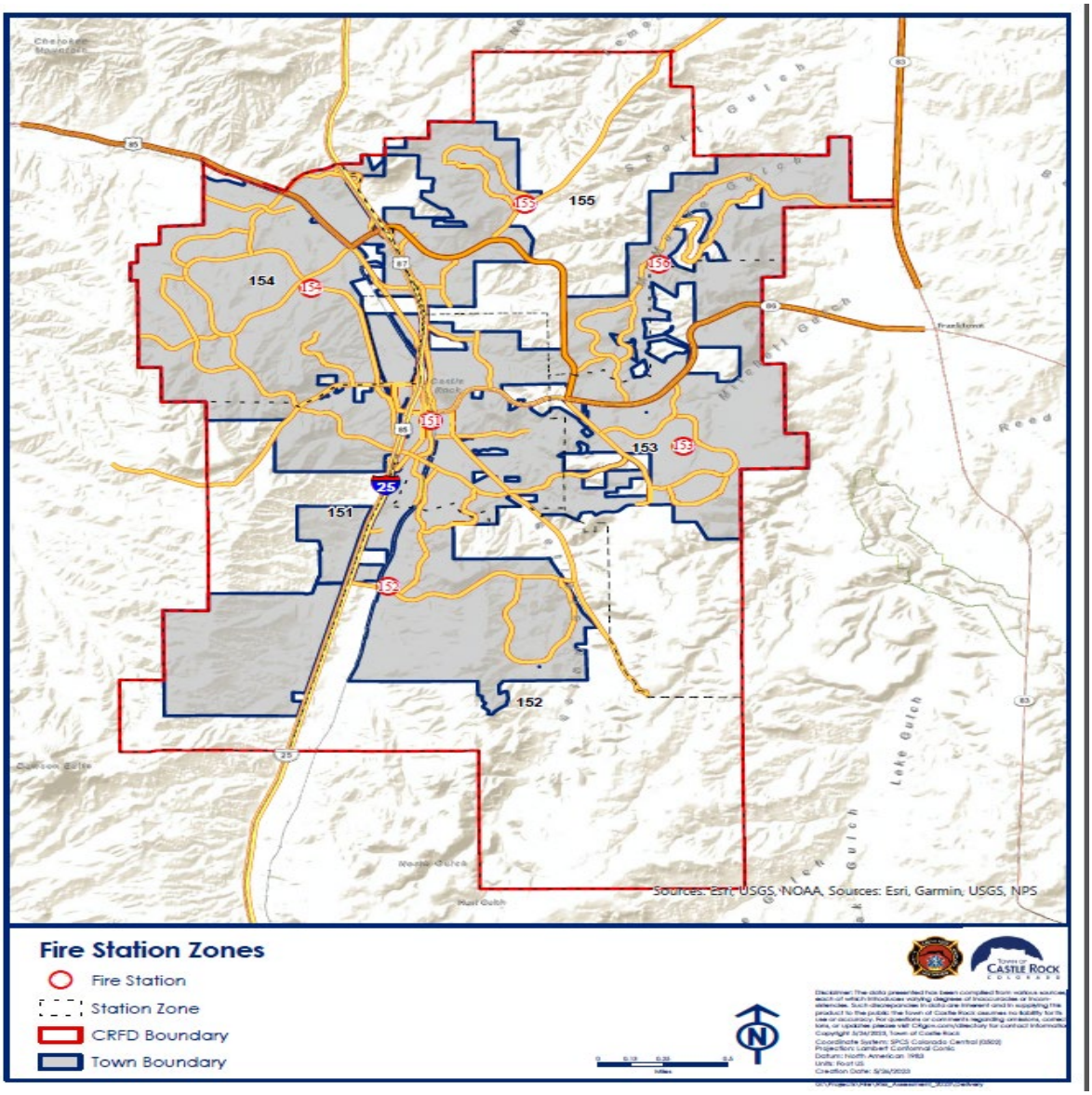
Distribution Factors Table 1.0

Fire Station	**Square Miles**		**centerline Miles**		**Population**[2]			
151	15.06	22.75%	132.58	23.14%	14,191	16.70%	942/mile^2	Rural
152	17.88	27.0%	118.61	20.71%	11,624	13.68%	650/mile^2	Rural
153	10.78	16.26%	86.06	15.02%	15,866	18.67%	1,474/mile^2	Urban
154	7.98	12.06%	133.0	23.22%	27,906	32.83%	3,496/mile^2	Urban
155	14.52	21.93%	102.59	17.91%	15,414	18.13%	1,062/mile^2	Urban
CRFD Total	**66.2**	**100%**	**572.82**	**100%**	**85,001**	**100%**	**1,525/mile^2**	**Urban**

Planning Zone	**Square Miles**		**Centerline Miles**		**Population**			
PZ1	6.06	9.15%	79.35	13.85%	10,867	12.78%	1,794/mile^2	Urban
PZ2	0.89	1.34%	7.19	1.26%	1,725	2.03%	1,946/mile^2	Urban
PZ3	9.17	13.85%	81.78	14.28%	15,241	19.73%	1,629/mile^2	Urban
PZ4	5.95	8.98%	105.81	18.47%	20,726	24.38%	3,662/mile^2	Urban
PZ5	9.03	13.64%	67.49	11.96%	8,288	9.75%	918/mile^2	Rural
PZ6	6.90	10.43%	41.11	7.18%	7,751	9.12%	1,123/mile^2	Urban
PZ7	17.80	26.89%	112.40	19.62%	11,624	13.68%	653/mile^2	Rural
PZ8	5.33	8.04%	15.76	2.75%	187	0.22%	35/mile^2	Rural
PZ9	4.61	6.97%	38.41	6.88%	8,592	10.11%	1,863/mile^2	Urban
Interstate	0.47	0.72%	21.52	3.76%	N/A	N/A	N/A	N/A

[2] Population estimates based on 2023 American Community Survey data not Town of Castle Rock Development Services population estimates

Distribution Factors Map 1.0

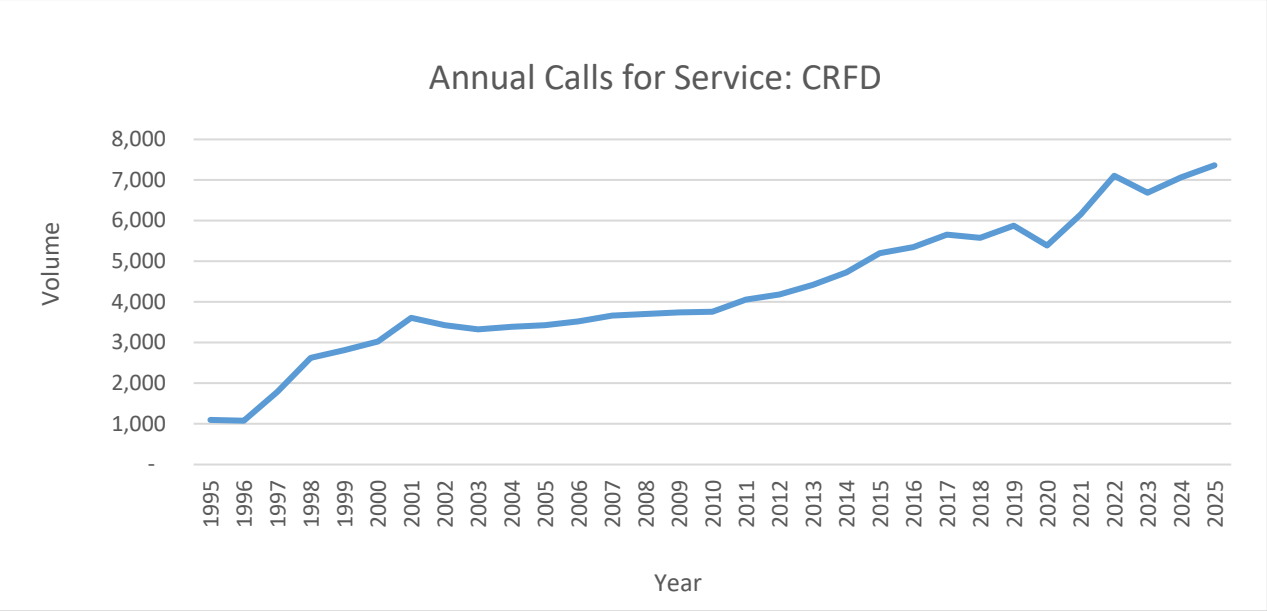


The Distribution Factors Map 1.0 displays the five station areas and the nine station planning zones. The grey shaded areas within each planning zone represent areas within the Town of Castle Rock, while the unshaded areas are unincorporated Douglas County and represent the Castle Rock Fire Protection District (CRFPD).

Castle Rock Fire and Rescue Department

Castle Rock Fire and Rescue Department covers 66 square miles and a total population of roughly 88,400 residents, based on the Town of Castle Rock estimates. The Town of Castle Rock represents 34 square miles and approximately 88,000 residents. The Castle Rock Fire Protection District encompasses the remaining 32 square miles and 3,600 residents. The jurisdiction has a median home value of $422,100 and median household income of $109,700.

Distribution Factors Chart 1.0 CRFD Incident Volume by Year:



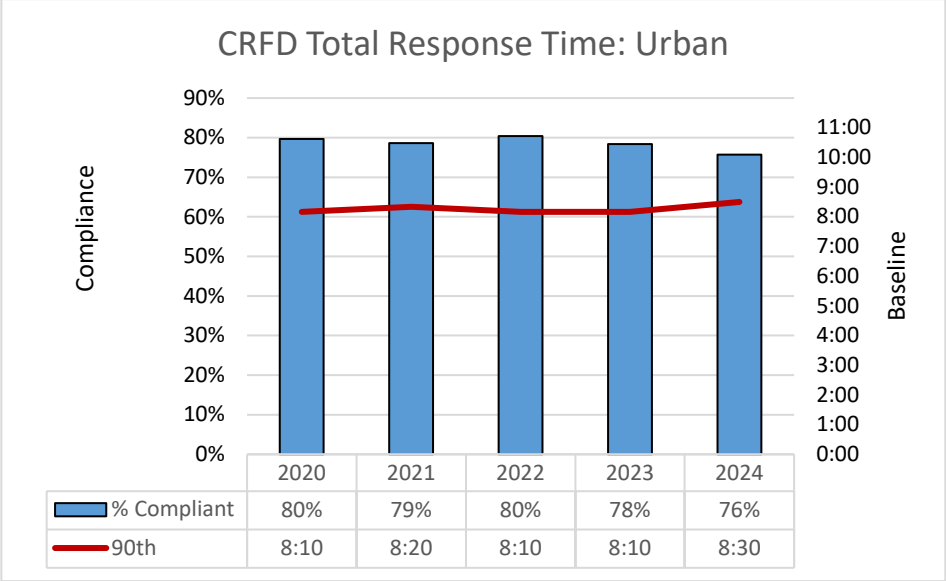
Distribution Factors Table 2.0: CRFD Baseline Performance

CRFD: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:43	1:34	1:37	1:35	1:36	1:40	1:00
		n= 21073	n= 5573	n= 4354	n= 4415	n= 3581	n= 3150	
Turnout Time		1:54	1:50	1:42	1:45	1:44	1:47	1:30
		n= 20315	n= 5324	n= 4120	n= 4372	n= 3420	n= 3079	
Travel Time 1st Unit	Urban	6:09	6:59	6:20	5:50	5:50	5:50	4:40
		n= 16639	n= 5213	n= 3227	n= 3155	n= 2628	n= 2416	
	Rural	7:03	6:45	6:20	7:30	7:10	7:30	5:50
		n= 4542	n= 1163	n= 827	n= 1111	n= 799	n= 642	
	Interstate	7:31	8:29	7:40	7:40	6:40	7:10	6:40
		n= 829	n= 249	n= 179	n= 173	n= 121	n= 107	
Total Response Time 1st Unit	Urban	9:25	9:39	8:30	8:10	8:10	8:30	7:10
		n= 16778	n= 5213	n= 3312	n= 3168	n= 2667	n= 2418	
	Rural	9:21	9:16	8:30	9:40	9:30	9:50	8:20
		n= 4574	n= 1139	n= 858	n= 1122	n= 812	n= 643	
	Interstate	10:25	11:37	11:10	10:10	9:30	9:40	9:10
		n= 784	n= 228	n= 195	n= 127	n= 127	n= 107	

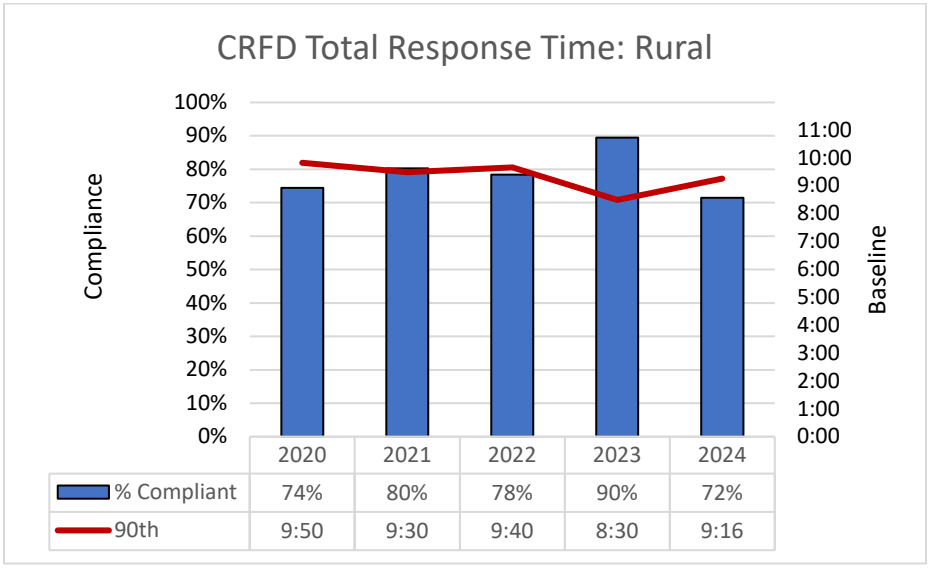
Distribution Factors Table 2.1 Simultaneous Call Volume: CRFD (all incidents)

1-Year Delta	51%	Simultaneous Calls				
5-Year Delta	37%	2020	2021	2022	2023	2024
CRFD		28%	31%	35%	36%	51%
		1866	1519	1914	2429	3641

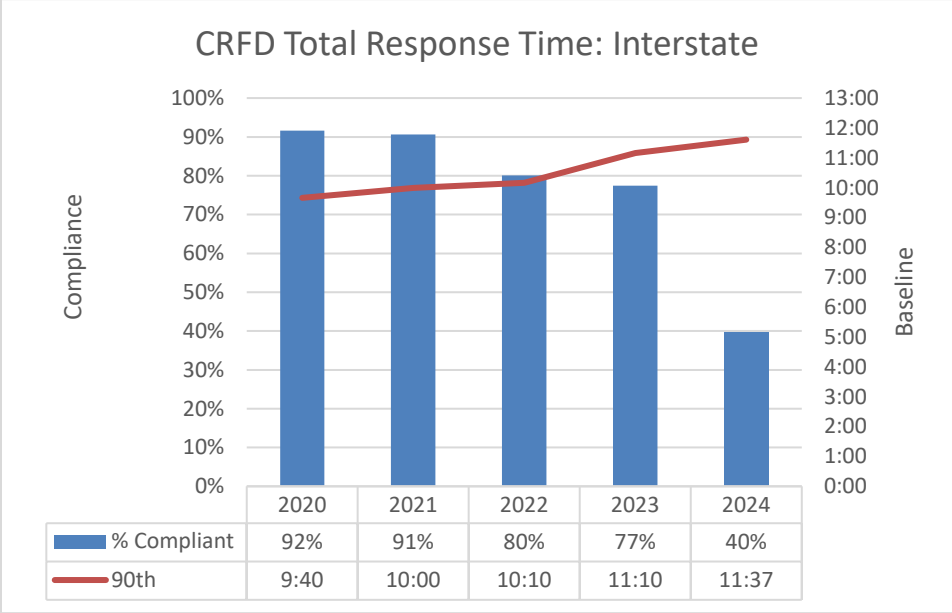
Distribution Factors Chart 1.1: CRFD 1st Due Urban Compliance



Distribution Factors Chart 1.2: CRFD 1st Due Rural Compliance



Distribution Factors Chart 1.3: CRFD 1st Due Interstate Compliance



CRFD Summary:

In 2017, the department changed its compliance reporting methodology from adjusting benchmarks annually based on the previous year's 85th percentile to a benchmark based on the 80th percentile. This was done to avoid confusion of reporting to moving targets, the ability to track progress towards a static goal, and establish a goal based on actual department performance.

Since 2020, total calls for service have increased by 31%, rising from 5,392 to 7,068 in 2024. This growth follows an 8.2% decline in 2020 compared to 2019, largely due to the impacts of the COVID-19 pandemic—a trend consistent with regional and national patterns. Between 2020 and 2024, the breakdown of service calls was as follows: 64% Emergency Medical Services (EMS), 32.1% classified as "Other," 3.3% hazardous materials (HAZMAT), 1.5% structure fires, 0.5% wildland fires, and 0.4% technical rescues.

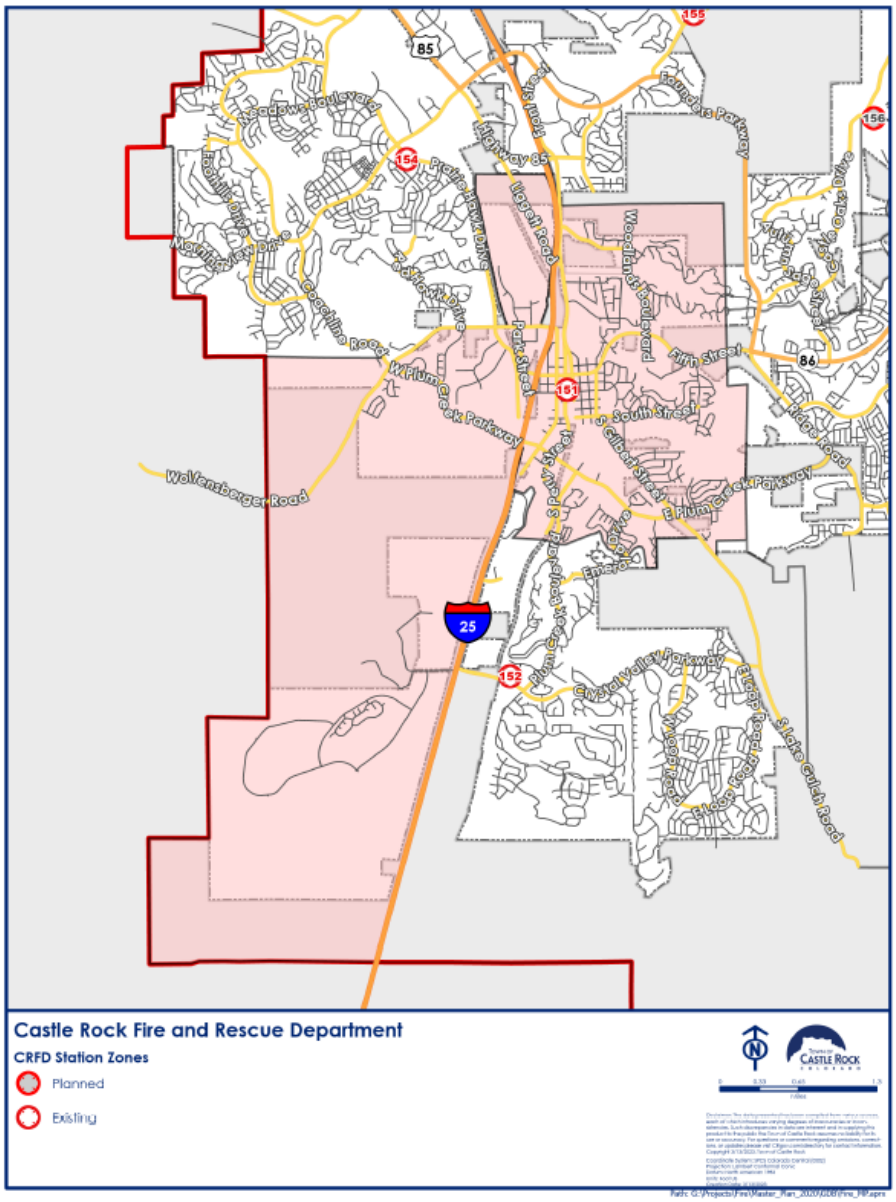
Between 2020 and 2024, simultaneous calls accounted for between 28% and 51% of total incidents, or an average of 33% of all incidents. In 2024, the department recorded the highest number of simultaneous incidents to date. However, 2024 experienced a more substantial rise, with simultaneous calls increasing by approximately 51.5%, from 2,429 incidents in 2023 to 3,641 in 2024. This sharp increase is primarily attributed to the unavailability of medic units within their designated response areas.

The department's total response time for the first arriving apparatus remained relatively consistent; however, compliance with adopted response time benchmarks declined. In urban areas, compliance dropped from 76% to 67%, while rural areas saw a decrease from 89% to 72%. In 2024, travel times to highway incidents increased, with performance against the adopted benchmark falling to 40%. The average response time for the first arriving unit on highway incidents was 11 minutes and 37 seconds. This delay correlates with ongoing traffic construction on the south end of Castle Rock, specifically related to the new Crystal Valley Interchange project.

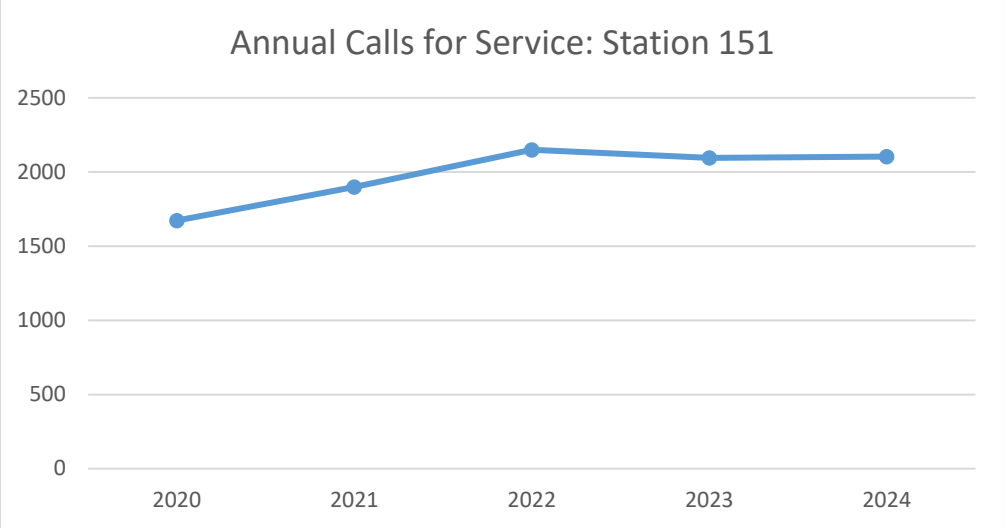
Station 151

Station 151 is located in the historic downtown area of Castle Rock with two access points to Interstate I-25 (exits 181, 182). Station 151's district is the third largest within the jurisdiction at 15.06 square miles (22.75%), having approximately 133 centerline miles and an overall population of roughly 14,191 (16.70%) residents. Station 151 maintains primary response coverage for PZ1, PZ2, PZ8, and portions of PZ9. Station 151 has an estimated 5,666 homes with a median home value is $430,752 and an average household income of $73,634. Station 151 has an estimated 388 (6.8%) households below the national poverty level, 1,252 (22.1%) households with at least one person with a disability, and roughly 1,318 (9.9%) people who report not having medical insurance. Table 4.0 shows the time analysis for Station 151 and is also displayed in Charts 3.1, 3.2, and 3.3.

Distribution Factors Map 2.0: Station District 151



Distribution Factors Chart 3.0: Station 151 Incident Volume by Year



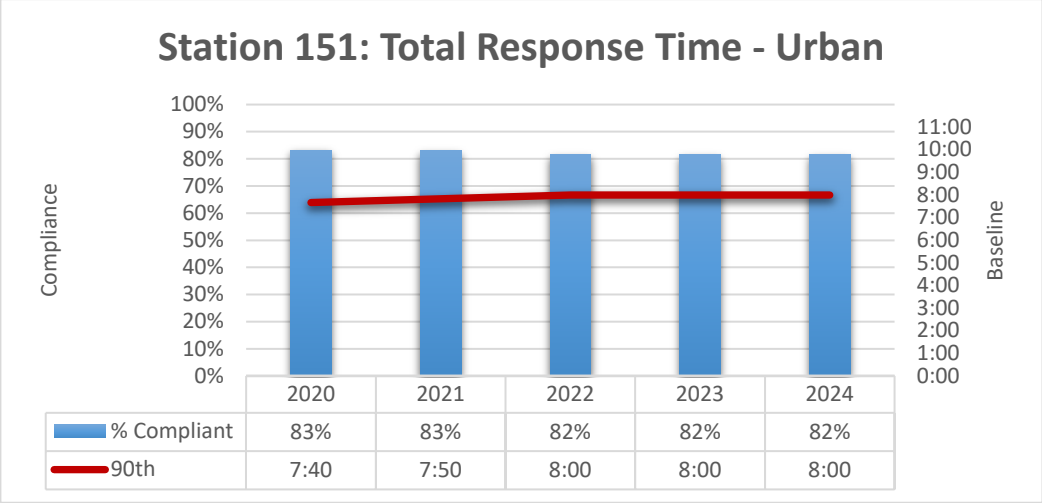
Distribution Factors Table 4.0: Station 151 Baseline Performance

Station 151: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:42	1:17	1:44	1:40	1:47	1:44	1:00
		n= 5961	n= 2103	n= 1357	n= 1347	n= 1135	n= 974	
Turnout Time		1:46	1:17	1:43	1:45	1:47	1:51	1:30
		n= 5797	n= 1527	n= 1278	n= 1342	n= 1083	n= 957	
Travel Time 1st Unit	Urban	5:30	5:30	5:30	5:40	5:40	5:30	4:40
		n= 4328	n= 947	n= 947	n= 961	n= 835	n= 745	
	Rural	5:40	5:40	5:40	6:00	5:30	5:40	5:50
		n= 1168	n= 278	n= 278	n= 286	n= 211	n= 175	
	Interstate	7:00	6:20	6:20	7:00	6:10	8:50	6:40
		n= 444	n= 104	n= 104	n= 107	n= 85	n= 60	
Total Response Time 1st Unit	Urban	7:50	7:50	7:50	8:00	8:00	7:50	7:10
		n= 4365	n= 966	n= 966	n= 964	n= 849	n= 744	
	Rural	7:50	7:50	7:50	8:30	8:10	8:30	8:20
		n= 1182	n= 289	n= 289	n= 289	n= 211	n= 174	
	Interstate	10:00	9:40	9:40	10:00	8:50	9:40	9:10
		n= 457	n= 109	n= 109	n= 110	n= 88	n= 60	

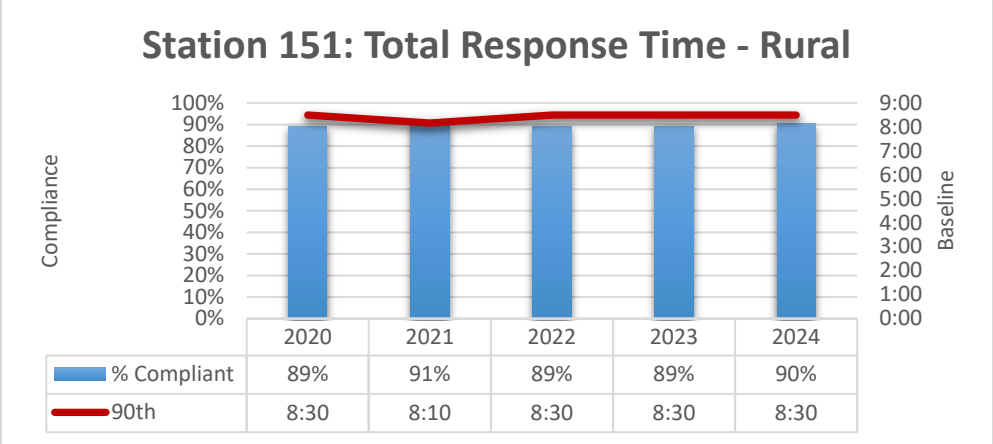
Distribution Factors Table 4.1: Station 151 Simultaneous Call Volume

1-Year Delta	6%	Simultaneous Calls				
5-Year Delta	33%	2020	2021	2022	2023	2024
151		8%	12%	13%	14%	15%
		137	220	279	296	304

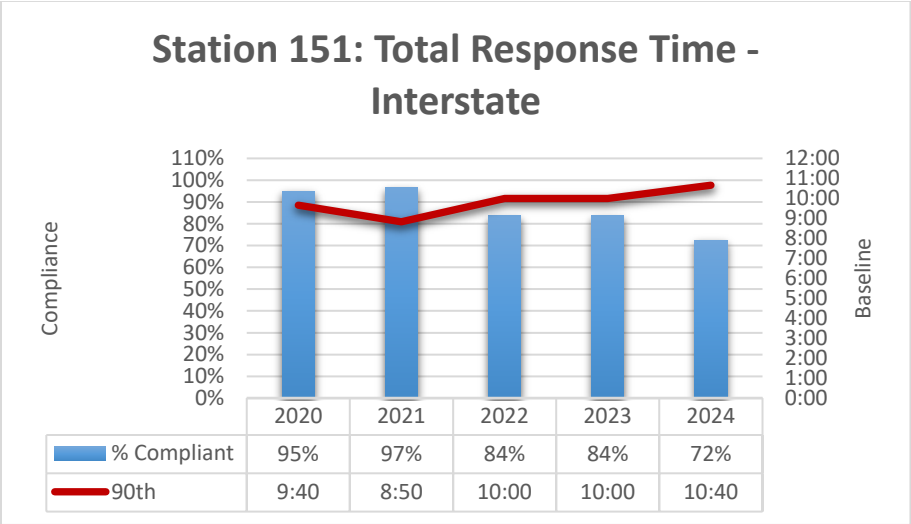
Distribution Factors Chart 3.1: Station 151 1st Due Urban Compliance



Distribution Factors Chart 3.2: Station 151 1st Due Rural Compliance



Distribution Factors Chart 3.3: Station 151 1st Due Rural Compliance



Station 151 Summary:

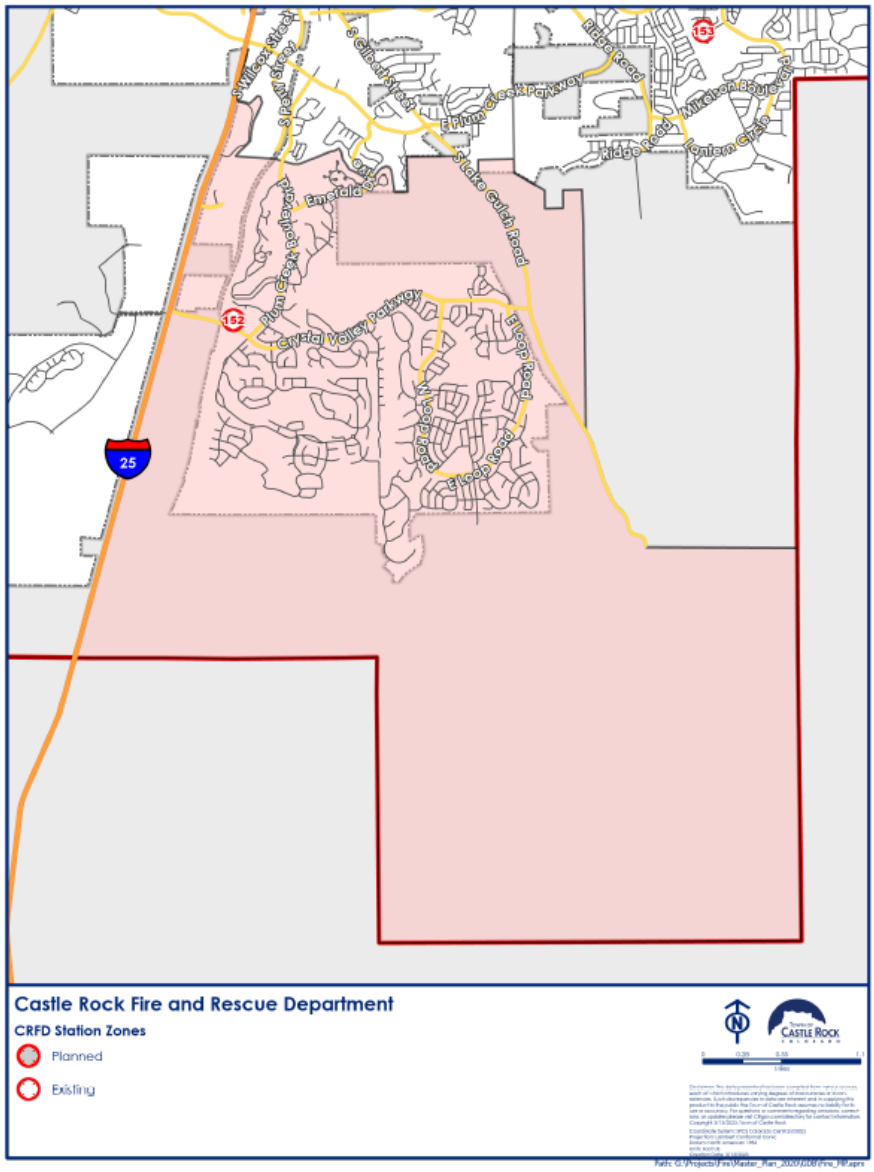
Between 2020 and 2024, Station 151 experienced a 33% increase in total call volume. In 2024, approximately 15% of those calls occurred concurrently with another call within Station 151's response area. Urban area response compliance remained relatively stable over this period, ranging from 75.41% to 73.92%, with a compliance rate of 73.92% in 2024, based on adopted benchmarks. In rural areas, compliance ranged from 90.5% to 73.87%, with a high of 90.45% recorded in 2024. Response time compliance along the I-25 corridor has shown greater variability, ranging from 96.6% to 72.44%, with the latter being the rate for 2024. The greater fluctuations in rural and interstate compliance rates are largely attributed to a smaller sample size compared to urban areas.

The department has recognized the performance gap in the southwestern portion of Station 151's jurisdiction, specifically PZ8. However, given the limited call volume (about 10 calls annually) and low population (301 residents), there are no plans for a dedicated station in this area. The department will continue to closely monitor potential changes in the development, zoning, and access to PZ8, and will plan accordingly for any growth.

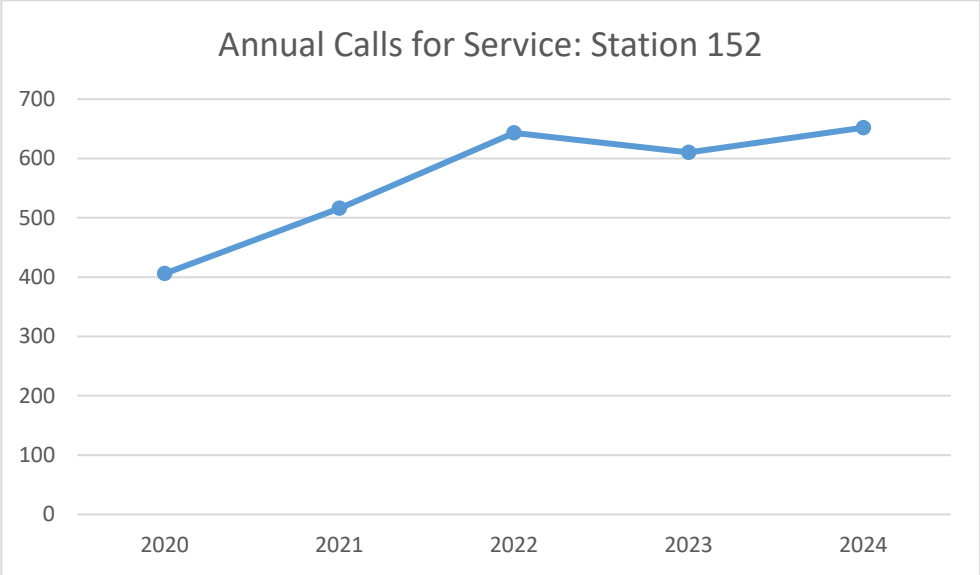
Station 152

Station 152 is located in the south portion of the jurisdiction. Station 152 has the largest of CRFD's station districts at 17.88 square miles (27.0%), having approximately 119 centerline miles, and an overall population of roughly 11,624 (13.68%) residents. Station 152 maintains primary response coverage for PZ7 and northbound I-25 from exit 174 to exit 181. Station 152 has an estimated 2,542 homes with a median home value is $610,048 and an average household income of $148,813. Station 152 has an estimated 133 (5.2%) households below the national poverty level, 526 (20.7%) households with at least one person with a disability, and roughly 79 (1.1%) people who report not having medical insurance. Table 5.0 shows the time analysis for Station 152 and is also displayed in Charts 4.1, 4.2, and 4.3.

Distribution Factors Map 3.0 Station District 152



Distribution Factors Chart 4.0: Station 152 Incident Volume by Year



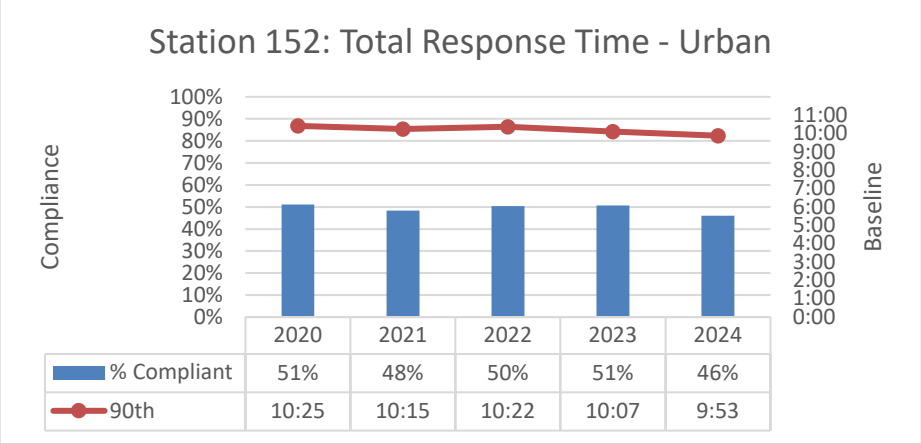
Distribution Factors Table 5.0: Station 152 Baseline Performance

Station 152: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2023 Benchmark
Alarm Handling		1:40	1:31	1:11	1:50	1:40	1:45	1:00
		n= 2281	n= 309	n= 396	n= 294	n= 245	n= 272	
Turnout Time		1:45	1:49	1:39	1:45	1:36	1:48	1:30
		n= 2281	n= 401	n= 397	n= 289	n= 240	n= 277	
Travel Time 1st Unit	Urban	6:40	7:27	7:38	7:55	7:33	8:04	4:40
		n= 813	n= 541	n= 523	n= 547	n= 425	n= 320	
	Rural	10:30	9:59	11:31	9:30	10:37	10:33	5:50
		n= 331	n= 62	n= 60	n= 88	n= 70	n= 48	
	Interstate	9:30	12:31	13:20	12:09	15:16	13:21	6:40
		n= 309	n= 60	n= 55	n= 84	n= 65	n= 45	
Total Response Time 1st Unit	Urban	8:50	9:53	10:07	10:22	10:14	10:25	7:10
		n= 841	n= 541	n= 523	n= 547	n= 425	n= 330	
	Rural	11:10	12:31	13:21	12:09	15:17	13:21	8:20
		n= 331	n= 62	n= 60	n= 88	n= 70	n= 48	
	Interstate	12:00	12:31	13:20	12:09	15:16	13:21	9:10
		n= 309	n= 60	n= 55	n= 84	n= 65	n= 45	

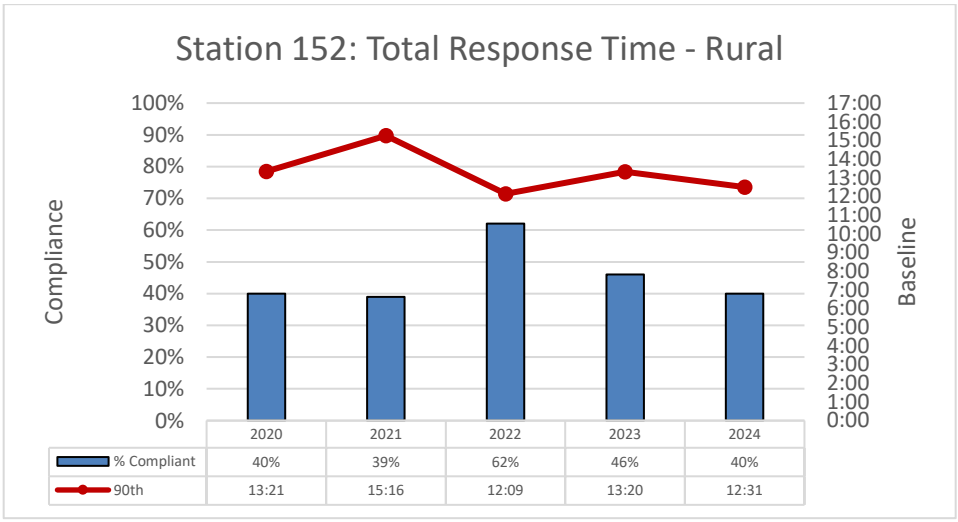
Distribution Factors Table 5.1: Station 152 Simultaneous Call Volume

1-Year Delta	70%	Simultaneous Calls				
5-Year Delta	143%	2020	2021	2022	2023	2024
152		3%	3%	5%	3%	5%
		14	13	30	20	34

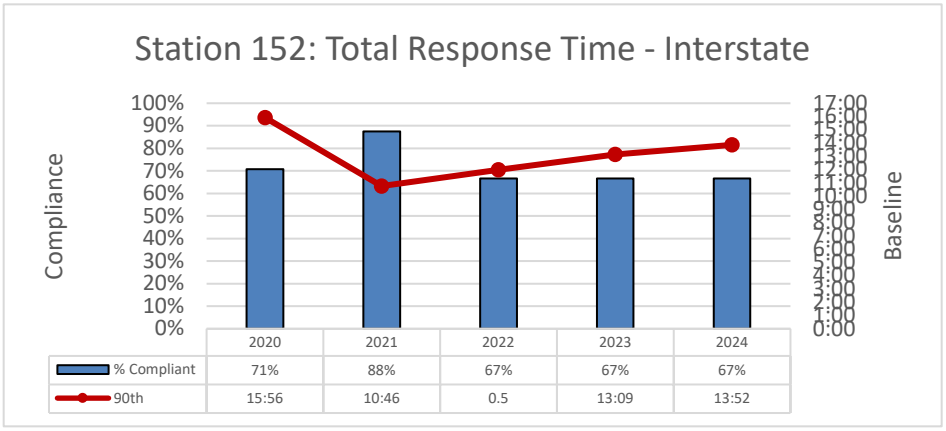
Distribution Factors Chart 4.1: Station 152 1st Due Urban Compliance



Distribution Factors Chart 4.2: Station 152 1st Due Rural Compliance



Distribution Factors Chart 4.3: Station 152 1st Due Interstate Compliance



Station 152 Summary:

Station 152 was placed into service in August 2018. Since then, total response times for the first-arriving suppression apparatus in designated urban areas—specifically Fire Management Zones (FMZ) 15740 and 15136S—have improved significantly, decreasing from an average of 12 minutes and 10 seconds to 7 minutes and 26 seconds in 2024.

In rural areas, response times have remained relatively steady, primarily due to longer travel distances and a lower volume of service calls. Notably, there was an improvement in rural response times in 2022. However, the low call volume and potential reporting impacts from the COVID-19 pandemic may have influenced those figures.

From 2020 to 2024, Engine 152 was not the first arriving unit in approximately 31% of calls. In these instances, the average response time was 9 minutes and 53 seconds. In contrast, when Engine 152 was the first to arrive, the average response time in 2024 was 7 minutes and 26 seconds—a difference of 2 minutes and 27 seconds.

Urban area compliance with adopted benchmarks has ranged from 41% to 51%, with a station reliability rate of 89.11% in 2024. A major contributor to the reduced compliance rate towards set benchmarks was the significant residential growth in FMZ 15740, which led to the zone being reclassified from rural to urban and more than doubling the number of urban responses between 2020 and 2024.

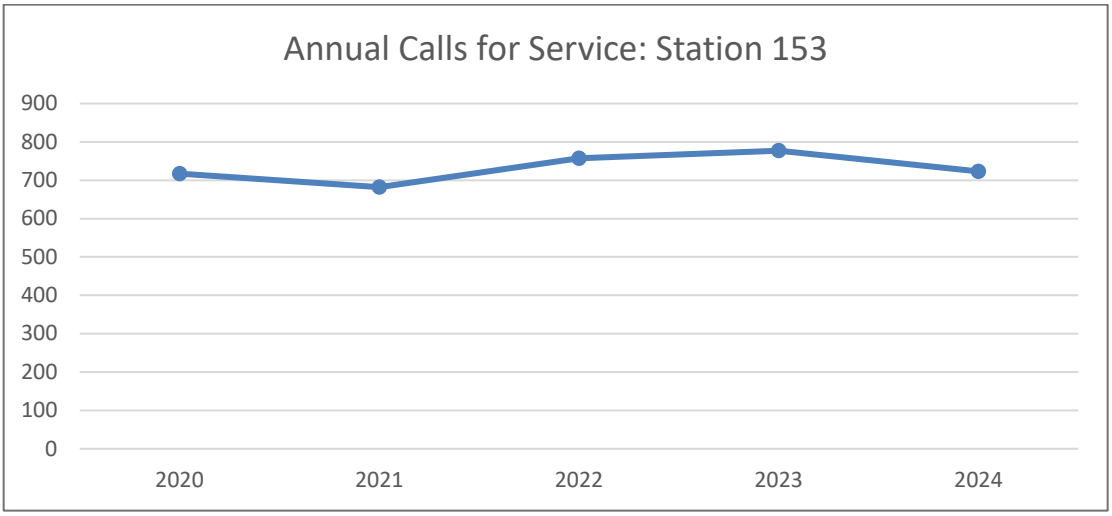
In rural areas, compliance with benchmarks has varied between 39% and 62%, with a five-year average of 46.6%. Ongoing development—including new housing, road construction, and infrastructure expansion—continues to impact response times in this area.

Along the I-25 corridor, compliance has fluctuated between 67% and 88%, with 66.7% recorded in 2024. Station 152's response area has also experienced considerable construction and roadwork, including on primary thoroughfares, which has affected travel times. As with Station 151, response time compliance in rural and interstate zones tends to be more volatile due to the smaller sample size.

Station 153

Station 153 is located within a residential neighborhood on the eastern side of the jurisdiction. Station 153 ‘s is the smallest station district at 10.76 square miles (16.26%), having approximately 86 centerline miles and an overall population of roughly 15,866 (18.67%) residents. Station 153 maintains primary response coverage for PZ3 and part of PZ6. Station 153 has an estimated 4,522 homes with a median home value is $422,463 and an average household income of $127,373. Station 153 has an estimated 156 (3.4%) households below the national poverty level, 904 (20.0%) households with at least one person with a disability, and roughly 570 (4.0%) people who report not having medical insurance. Table 6.0 shows the time analysis for Station 153 and is also displayed in Charts 5.1 and 5.2.

Distribution Factors Chart 5.0: Station 153 Incident Volume by Year



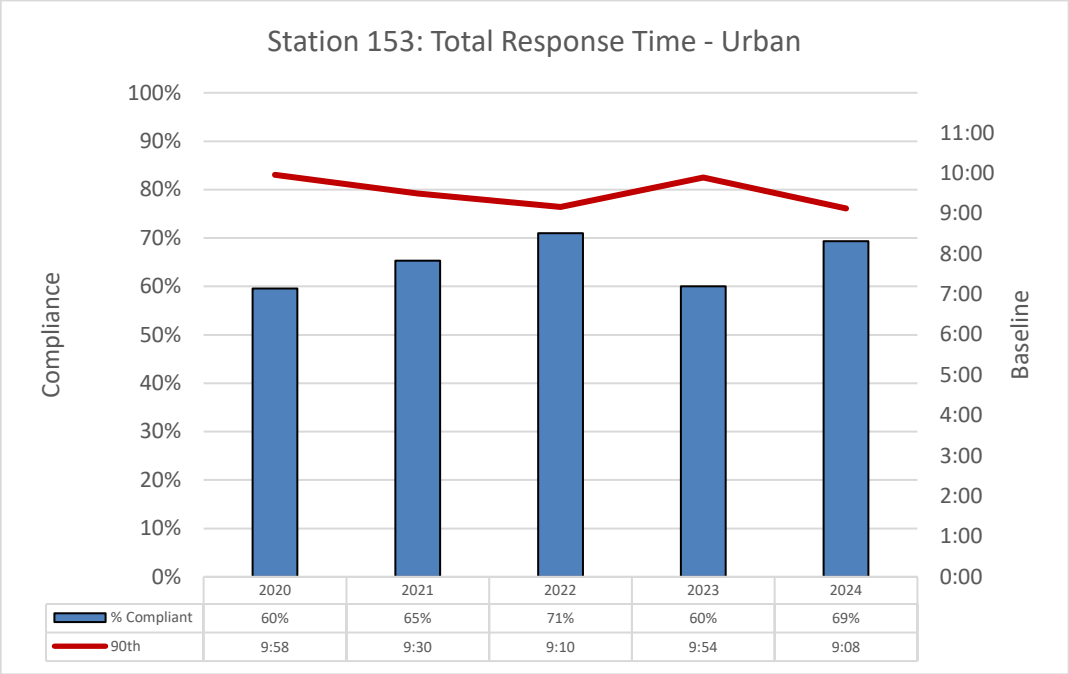
Distribution Factors Table 6.0: Station 153 Baseline Performance

Station 153: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2023 Benchmark
Alarm Handling		1:32	1:37	1:27	1:29	1:45	1:27	1:00
		n= 2351	n= 514	n= 510	n= 464	n= 453	n= 410	
Turnout Time		1:49	1:45	1:48	1:49	1:53	1:47	1:30
		n= 2296	n= 495	n= 507	n= 447	n= 444	n= 403	
Travel Time 1st Unit	Urban	6:20	7:29	5:50	6:00	7:18	6:37	4:40
		n= 3403	n= 672	n= 726	n= 727	n= 629	n= 649	
	Rural	9:10	7:27	8:25	7:13	7:02	9:07	5:50
		n= 276	n= 37	n= 37	n= 48	n= 69	n= 85	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	8:50	9:08	9:54	9:10	9:30	9:58	7:10
		n= 3403	n= 672	n= 726	n= 727	n= 629	n= 649	
	Rural	11:30	9:29	11:05	9:03	10:04	11:25	8:20
		n= 276	n= 37	n= 37	n= 47	n= 45	n= 45	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

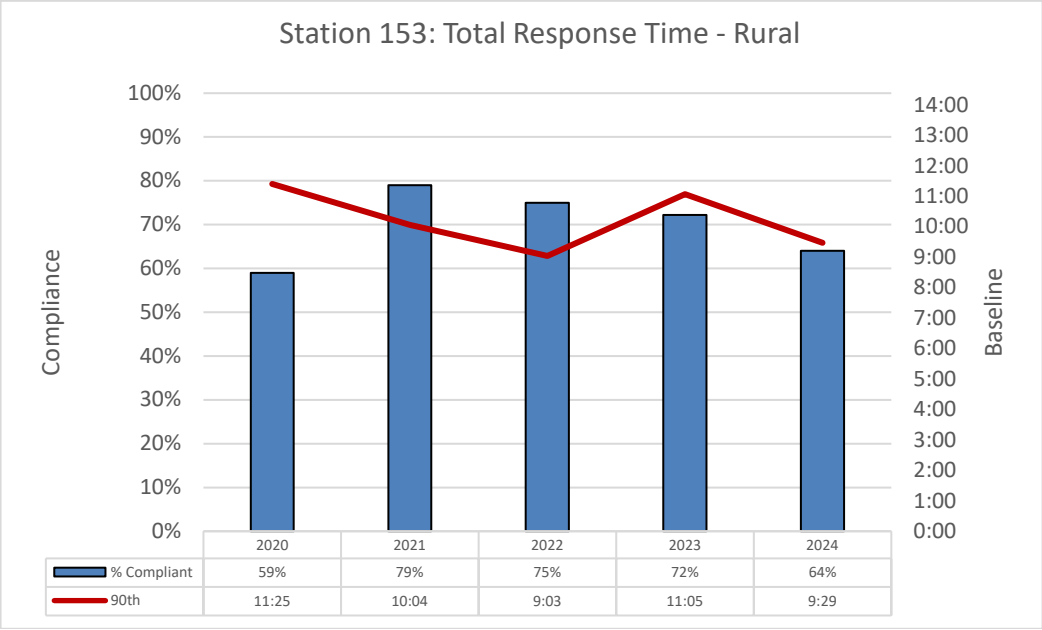
Distribution Factors Table 6.1: Station 153 Simultaneous Call Volume

1-Year Delta	24%	Simultaneous Calls				
5-Year Delta	-18%	2020	2021	2022	2023	2024
153		5%	5%	4%	5%	6%
		36	33	34	42	44

Distribution Factors Chart 5.1: Station 153 1st Due Urban Compliance



Distribution Factors Chart 5.2: Station 153 1st Due Rural Compliance



Station 153 Summary:

Between 2020 and 2024, Station 153 experienced a 2.5% increase in call volume, averaging 731 calls annually. From 2019 to 2023, an average of 5.4% of calls in Station 153's district occurred simultaneously with another call in the same district, indicating a relatively stable rate of overlap during that period. In 2024, however, the rate of simultaneous calls increased to 6.1%, suggesting a growing demand on available resources. When Engine 153 was not the first arriving unit—16.09% of the time—response times increased by an average of 2 minutes and 31 seconds. Response time compliance with adopted benchmarks in urban population areas has ranged between 60% and 71%, with 2024 compliance recorded at 69.34%. In rural areas, compliance has ranged from 59% to 79%, with 64% compliance in 2024. Three primary factors contribute to these compliance levels:

Geographic Coverage: Station 153 serves a large, narrow district with rural population centers located at both the northern and southern ends, resulting in longer travel distances.

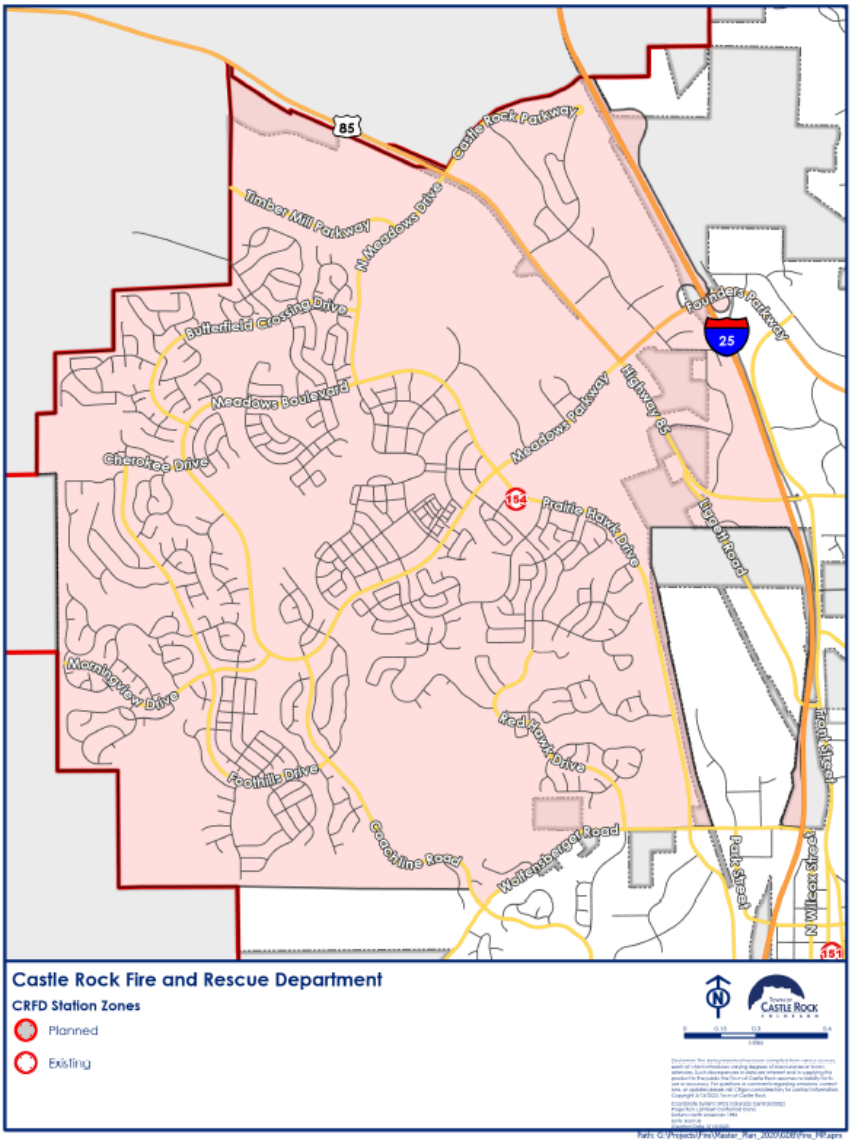
Road Conditions: The area includes soft-surface (gravel) roads, which require reduced travel speeds to ensure apparatus safety.

Call Volume: The relatively low number of annual calls contributes to greater variability and volatility in the compliance data.

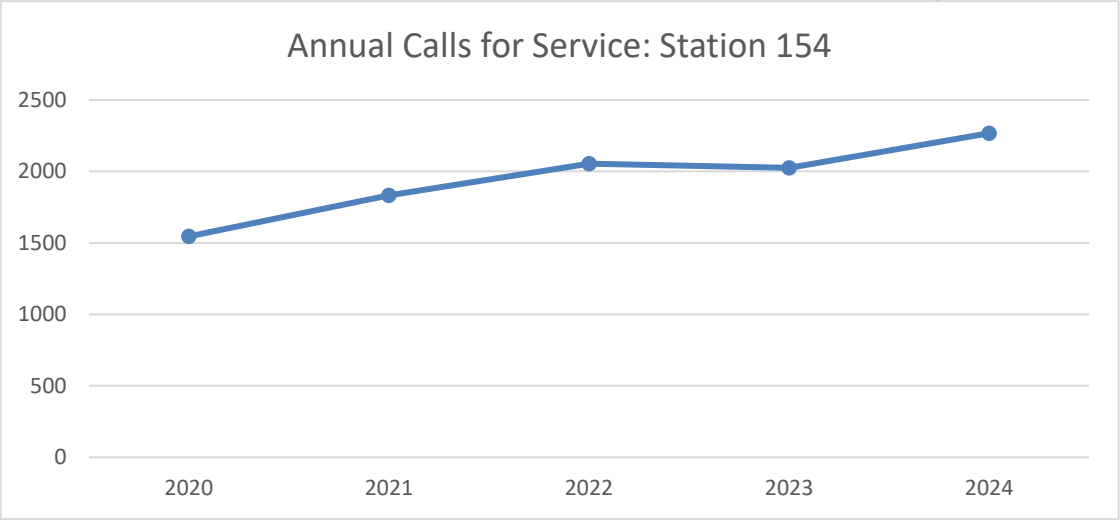
Station 154

Station 154 is located in the northwestern portion of the jurisdiction, with two access points to I-25 (exits 184 and 185). Of the five station districts, Station 154 is the smallest in area at 7.98 square miles (12.06%), with 133 centerline miles. However, Station 154 is the most populous district with 27,906 (32.83%) residents. Station 154 maintains primary response coverage for PZ4 and portions of PZ9. Station 154 has an estimated 8,603 homes with a median home value is $480,32 and an average household income of $128,844. Station 154 has an estimated 246 (2.9%) households below the national poverty level, 1,308 (15.2%) households with at least one person with a disability, and roughly 1,112 (4.3%) people who report not having medical insurance. Table 7.0 shows the time analysis for Station 154 and is also displayed in Charts 6.1, 6.2, and 6.3.

Distribution Factors Map 5.0: Station District 154



Distribution Factors Chart 6.0: Station 154 Incident Volume by Year



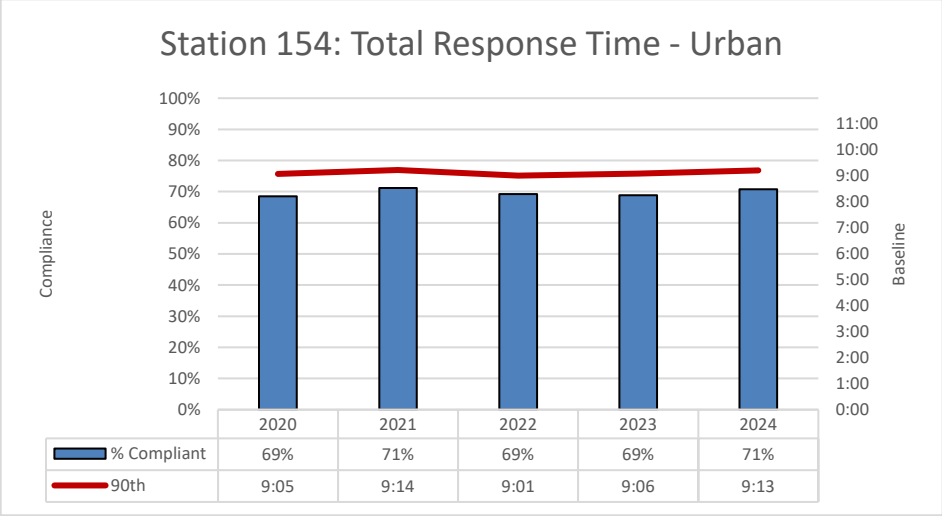
Distribution Factors Table 7.0: Station 154 Baseline Performance

Station 154: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2023 Benchmark
Alarm Handling		1:36	1:33	1:30	1:29	1:26	1:38	1:00
		n= 7302	n= 1644	n= 1475	n= 1570	n= 1399	n= 1214	
Turnout Time		1:45	1:42	1:43	1:47	1:43	1:48	1:30
		n= 7123	n= 1615	n= 1440	n= 1527	n= 1361	n= 1180	
Travel Time 1st Unit	Urban	6:35	6:29	6:40	6:30	6:36	6:37	4:40
		n= 7123	n= 1615	n= 1440	n= 1527	n= 1361	n= 1180	
	Rural	6:21	5:57	6:30	5:58	6:42	6:25	5:50
		n= 2187	n= 523	n= 453	n= 467	n= 396	n= 283	
	Interstate	7:20	7:30	6:40	7:00	7:30	7:20	6:40
		n= 262	n= 82	n= 67	n= 47	n= 29	n= 37	
Total Response Time 1st Unit	Urban	9:07	9:13	9:06	9:01	9:14	9:05	7:10
		n= 4456	n= 1002	n= 1044	n= 881	n= 802	n= 727	
	Rural	8:41	8:17	8:25	8:25	9:27	8:46	8:20
		n= 2122	n= 523	n= 453	n= 467	n= 396	n= 283	
	Interstate	10:38	11:37	10:31	9:56	9:49	8:53	9:10
		n= 226	n= 71	n= 58	n= 43	n= 24	n= 30	

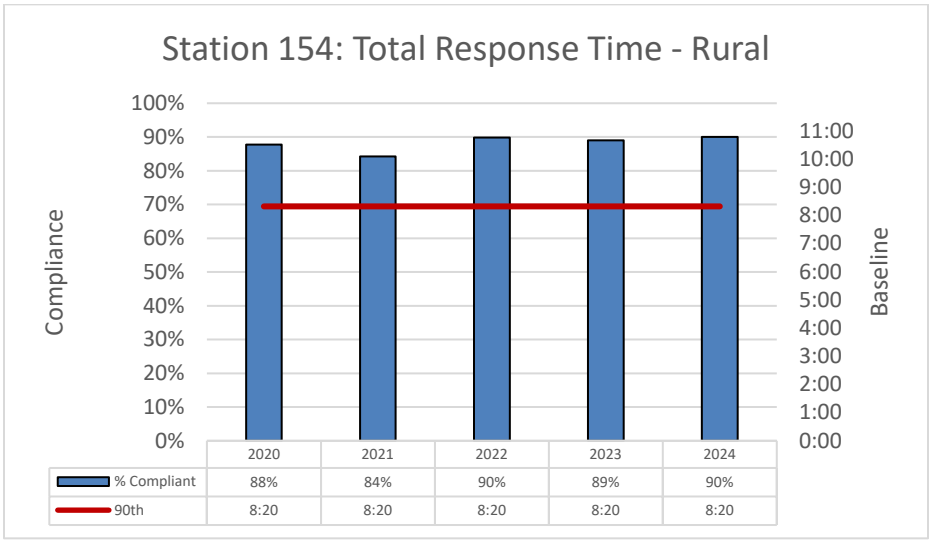
Distribution Factors Table 7.1 Station 154 Simultaneous Call Volume

1-Year Delta	73%	Simultaneous Calls				
5-Year Delta	178%	2020	2021	2022	2023	2024
154		9%	10%	12%	11%	16%
		134	184	243	215	373

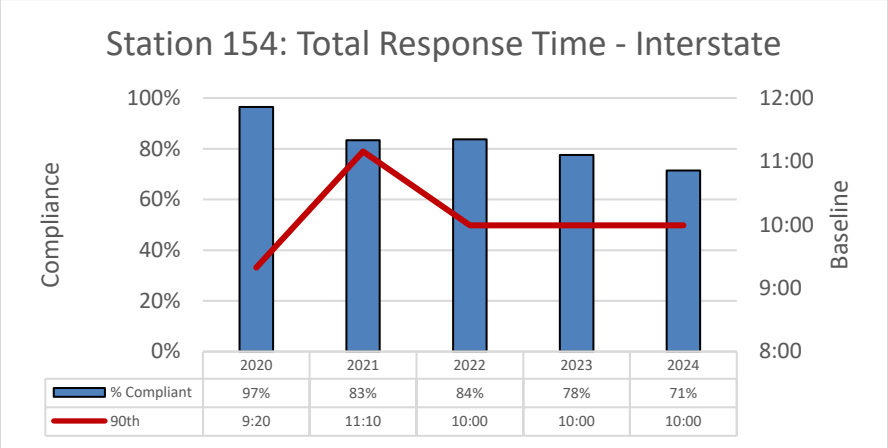
Distribution Factors Chart 6.1: Station 154 1st Due Urban Compliance



Distribution Factors Chart 6.3: Station 154 1st Due Rural Compliance



Distribution Factors Chart 6.3: Station 154 1st Due Interstate Compliance



Station 154 Summary:

Station 154 serves the most populous district and has experienced a 19% increase in call volume since 2020. Approximately 11.6% of these calls occurred simultaneously with another call in the same district, reflecting a high operational demand. When Engine 154 was not the first-arriving unit—10.96% of the time—response times increased by an average of 2 minutes and 51 seconds.

Rural compliance in 2024 remained realatively stable, at 90 percent, and an average of 88 percent between 2020-2024. While the rural areas remain in close proximity to the station, continued residential and commercial development across the district may contribute to longer response times as the population increases.

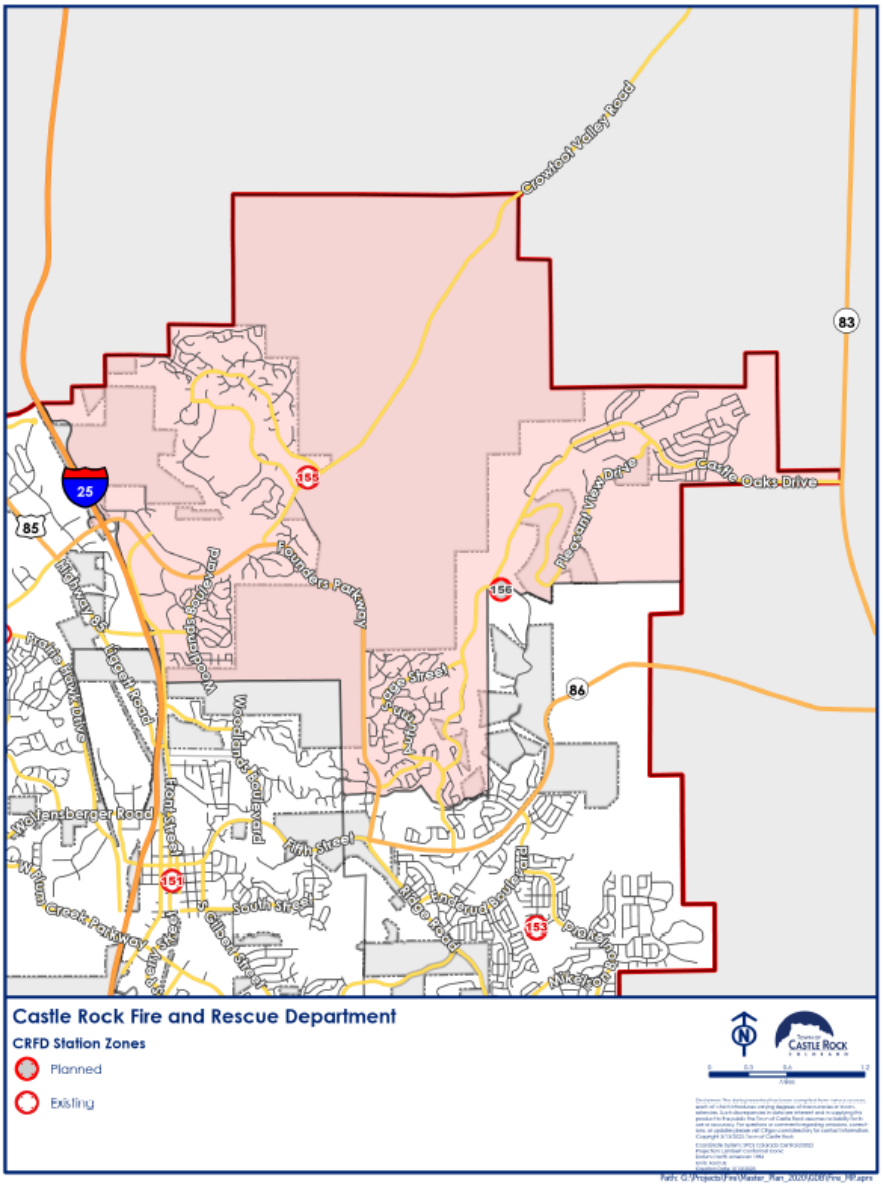
Fire Management Zones (FMZ) 15409, 15411, and 15414—designated commercial and retail centers—accounted for 21.42% of Station 154's total call volume between 2020 and 2024. Additionally, FMZ 15414 includes the Douglas County Sheriff's Office and jail, which alone represented 5.08% of all calls in the district during that time period.

Urban compliance has remained relatively steady, ranging from 69.25% to 71.13% over the past five years, with a compliance rate of 70.76% in 2024. One challenge to improving urban compliance is that roughly 23.23% of urban calls—specifically those in FMZs 15422, 15923, 15925, and 15949—occur along the western and southern borders of the district. These areas require navigating around a large butte or through densely populated residential neighborhoods, which adds complexity and time to responses.

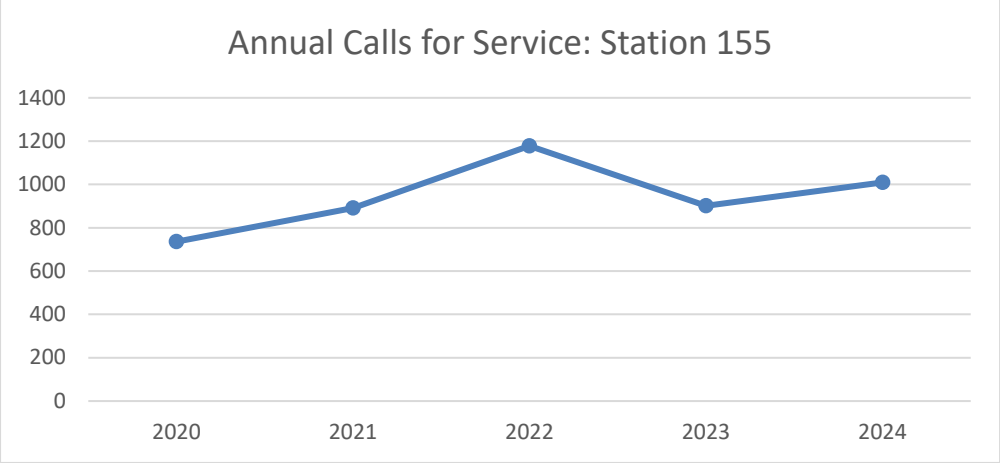
Station 155

Station 155 is located in the northeastern portion of the jurisdiction, centered between several residential neighborhoods and east of Castle Rock's main retail centers. Station 155 is for the third largest district with respect to area at 14.52 square miles (21.93%), with 103 centerline miles. Station 155 is the third most populous area with 15,414 (18.13%) residents. Station 155 maintains primary response coverage for PZ5 and part of PZ6. Station 155 has an estimated 4,444 homes with a median home value is $541,409 and an average household income of $87,275. Station 155 has an estimated 166 (3.7%) households below the national poverty level, 753 (16.9%) households with at least one person with a disability, and roughly 278 (2.1%) people who report not having medical insurance. Table 8.0 shows the time analysis for Station 154 and is also displayed in Charts 7.1, 7.2.

Distribution Factors Map 6.0: Station District 155



Distribution Factors Chart 6.0: Station 155 Incident Volume by Year



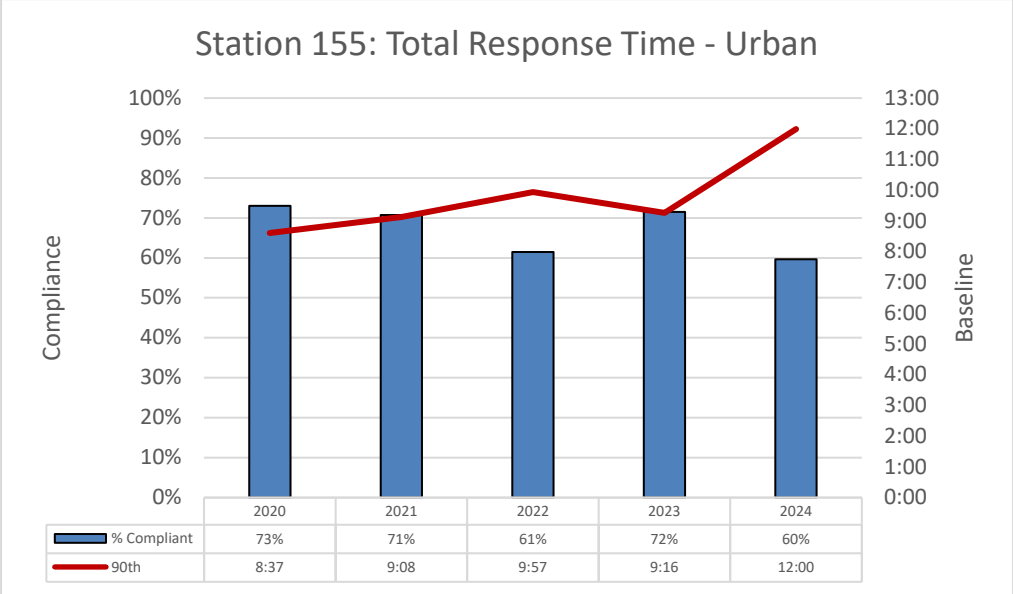
Distribution Factors Table 8.0: Station 155 Baseline Performance

Station 155: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2023 Benchmark
Alarm Handling		1:29	1:28	1:24	1:35	1:23	1:32	1:00
		n= 3718	n= 575	n= 688	n= 913	n= 711	n= 831	
Turnout Time		1:44	1:47	1:48	1:44	1:41	1:41	1:30
		n= 3637	n= 813	n= 699	n= 889	n= 676	n= 560	
Travel Time 1st Unit	Urban	5:50	6:07	6:38	7:17	7:00	9:24	4:40
		n= 3601	n= 575	n= 688	n= 913	n= 711	n= 831	
	Rural	7:34	7:23	8:03	7:52	7:21	7:11	5:50
		n= 1045	n= 161	n= 205	n= 312	n= 190	n= 177	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	9:47	12:00	9:16	9:57	9:08	8:37	7:10
		n= 3599	n= 813	n= 699	n= 889	n= 676	n= 560	
	Rural	9:30	9:35	10:01	9:58	9:53	9:45	8:20
		n= 1027	n= 160	n= 199	n= 305	n= 188	n= 175	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

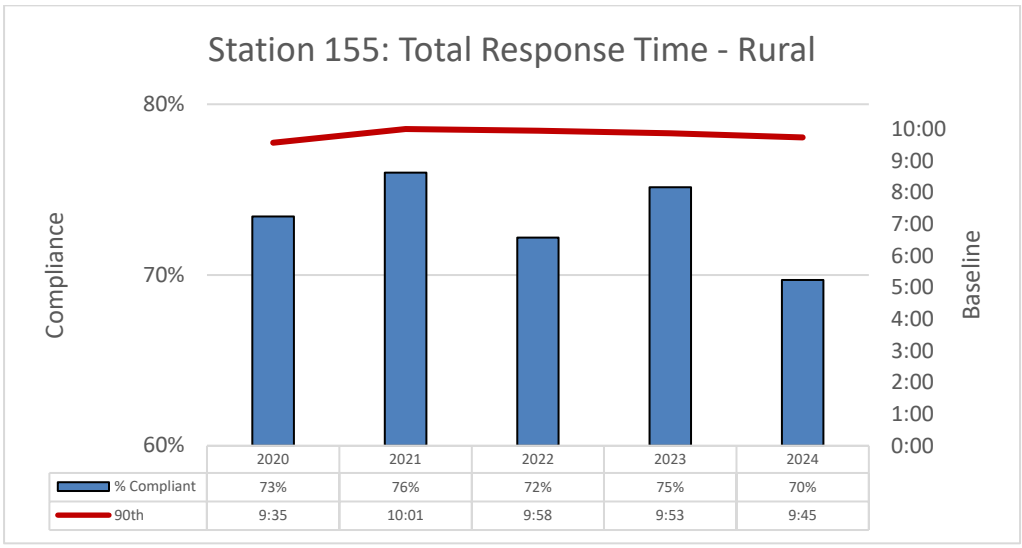
Distribution Factors Table 8.1 Station 155 Simultaneous Call Volume

1-Year Delta	39%	Simultaneous Calls				
5-Year Delta	102%	2020	2021	2022	2023	2024
155		6%	6%	8%	7%	9%
		46	52	100	67	93

Distribution Factors Chart 7.1: Station 155 1st Due Urban Compliance



Distribution Factors Chart 7.2.: Station 155 1st Due Rural Compliance



Station 155 Summary:

Station 155 experienced significant growth in call volume, including a sharp 32% increase in 2022. Call volume leveled off in 2023 but rose again by 10.6% in 2024. From 2020 to 2024, the average annual increase in call volume was 6.3%. Approximately 9.2% of calls in Station 155's district occurred simultaneously with another call, indicating increasing operational strain. When Quint 155 was not the first-arriving unit—10.83% of the time—response times increased by an average of 2 minutes and 1 second.

Urban area response time compliance peaked at 73.01% in 2020 and declined to its lowest point of 61.47% in 2024, with a five-year average compliance rate of 67%. In rural areas, compliance ranged from a high of 76% in 2021 to a low of 69.71% in 2024.

Following road and bridge improvements on Castle Oaks Drive in 2019, Station 155 assumed first-due responsibility for Fire Management Zones (FMZ) 15617 and 15603 from Station 153. FMZ 15617 has experienced a substantial increase in call volume between 2020 and 2024. FMZ 15603, while still receiving automatic aid from Franktown Fire Protection District due to its distance from the nearest CRFD station, remains a challenge.

Since 2020, the 90th percentile response time to FMZ 15603 by Quint 155 has averaged 15 minutes and 32 seconds. Although historically classified as a rural zone, FMZ 15603 was reclassified as urban in 2023 following a population density analysis.

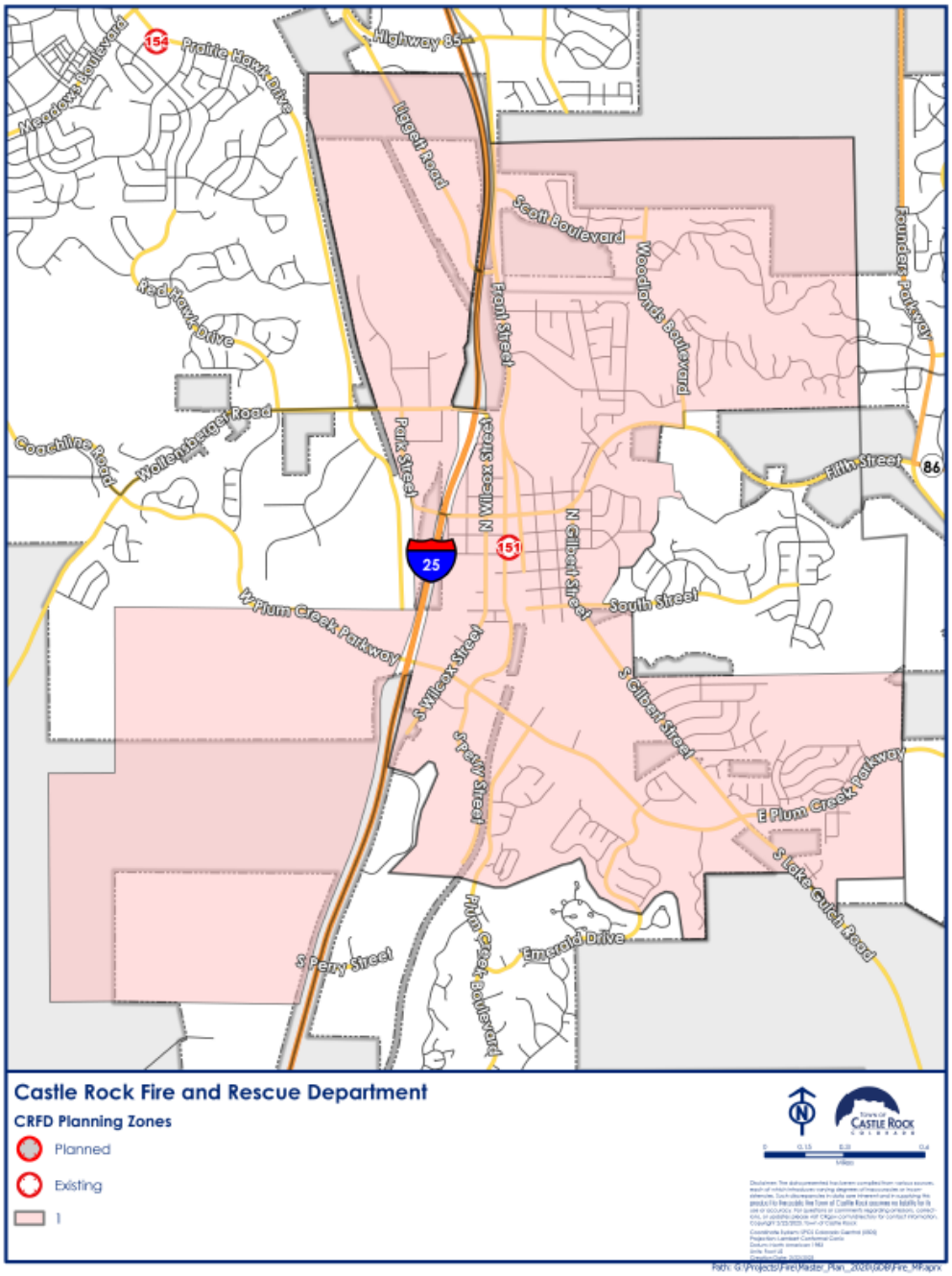
In response to sustained growth, increased call volume, and extended response times in Planning Zone 6, CRFD is actively planning a new fire station in this zone. The station is anticipated to open in mid to late 2026 and is expected to significantly improve coverage and response capabilities in the area.

Planning Zone Analysis

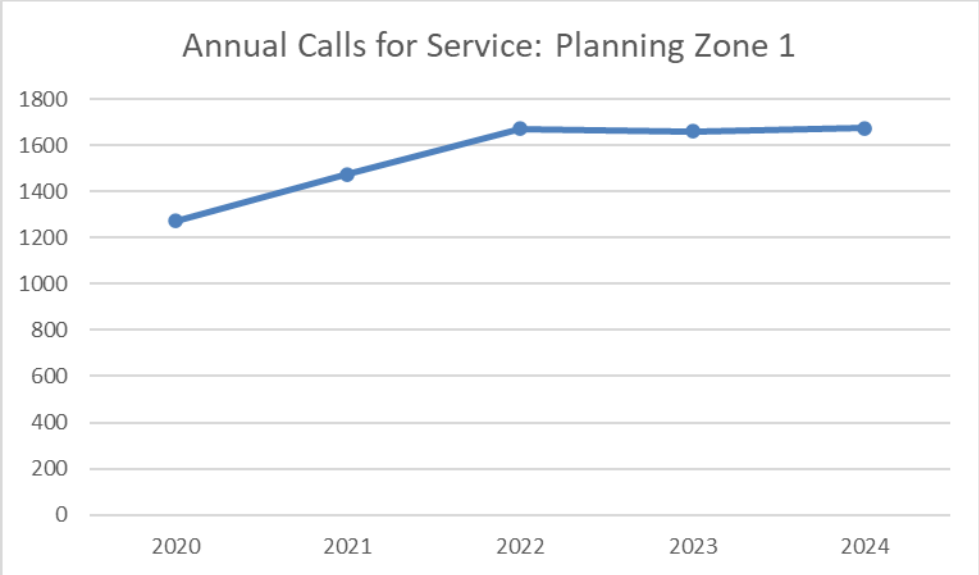
Planning Zone 1 (PZ1):

PZ1 covers 6.06 square miles with an estimated population of 10,867 (population density 1,794/mile2), and is 81.7% residential, 17.3% commercial, and 0.9% agricultural. PZ1 contains roughly 33% of the commercial square footage in the jurisdiction. PZ1 has 79 centerline miles. PZ1 includes the historic Downtown area, Craig & Gould, Young American, Plum Creek, and The Woodlands neighborhoods and a section of railroad that runs parallel to Perry St. and a portion of Interstate 25 with two access points (exits 181, 182). Buildings in this PZ vary dramatically in their age (from late 1800s to current), construction and protection systems. PZ1 has an estimated 4,368 homes with a median home value is $428,704 and an average household income of $76,023. PZ1 has an estimated 328 (7.5%) households below the national poverty level, 952 (21.8%) households with at least one person with a disability, and roughly 688 (6.9%) people who report not having medical insurance. PZ1 includes two high schools, three elementary schools, two multi-story senior facilities, two assisted living facilities, one skilled nursing center, seven multi-family condos/apartment complexes, and 19 churches.

Distribution Factors Map 7.0: Planning Zone 1



Distribution Factors Chart 8.0: PZ1 Incident Volume by Year



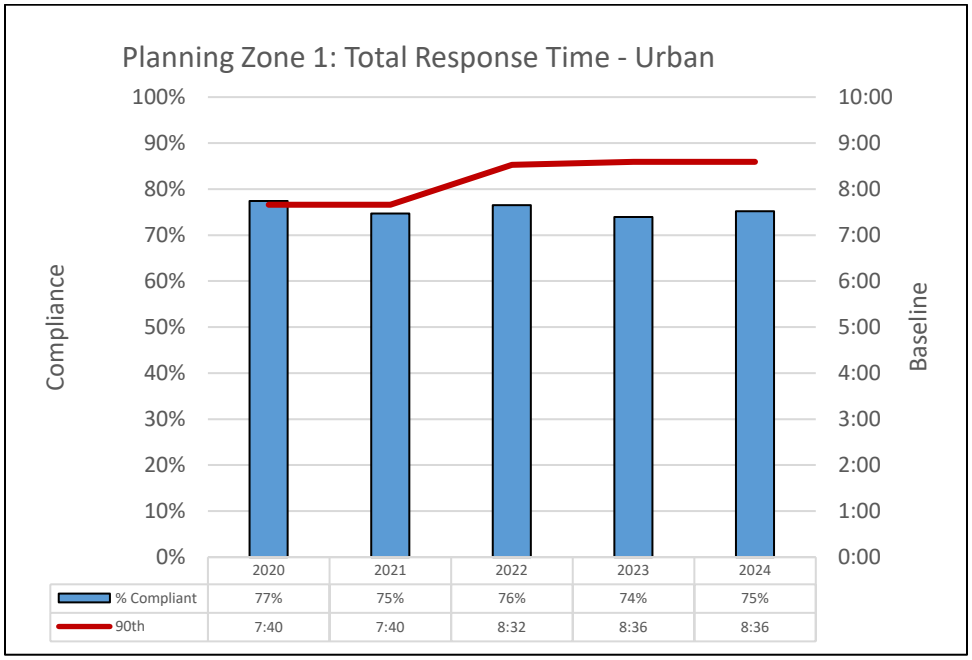
Distribution Factors Table 9.0: PZ1 Baseline Performance

PZ1: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:34	1:34	1:26	1:33	1:29	1:42	1:00
		n= 8583	n= 1774	n= 1804	n= 1950	n= 1649	n= 1406	
Turnout Time		1:46	1:51	1:43	1:41	1:47	1:44	1:30
		n= 8583	n= 1774	n= 1804	n= 1950	n= 1649	n= 1406	
Travel Time 1st Unit	Urban	5:30	5:30	5:40	5:30	5:30	5:30	4:40
		n= 6577	n= 1383	n= 1354	n= 1472	n= 1284	n= 1084	
	Rural	4:50	5:22	5:00	4:50	4:30	5:42	5:50
		n= 1806	n= 342	n= 427	n= 425	n= 321	n= 291	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	7:50	7:40	8:00	7:50	7:40	7:40	7:10
		n= 6577	n= 1383	n= 1354	n= 1472	n= 1284	n= 1084	
	Rural	7:00	7:36	7:10	6:50	7:00	8:41	8:20
		n= 1806	n= 342	n= 427	n= 425	n= 321	n= 291	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

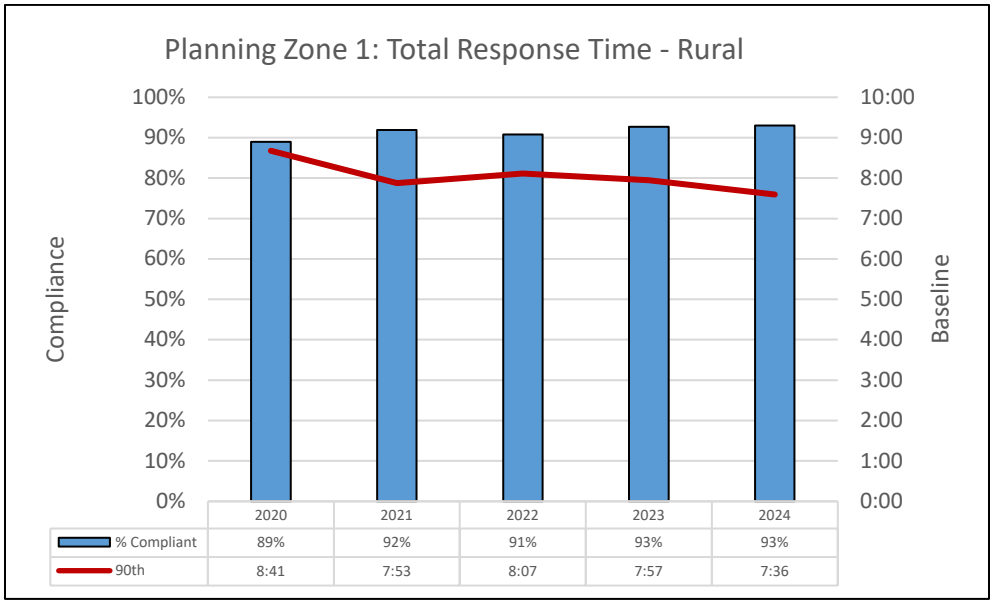
Distribution Factors Table 9.1 Station PZ1 Simultaneous Call Volume

1-Year Delta	70%	Simultaneous Calls				
5-Year Delta	260%	2020	2021	2022	2023	2024
PZ1		7%	6%	10%	11%	17%
		84	85	166	178	302

Distribution Factors Chart 8.1 PZ1 1st Due Urban Compliance



Distribution Factors Chart 8.2: PZ1 1st Due Rural Compliance



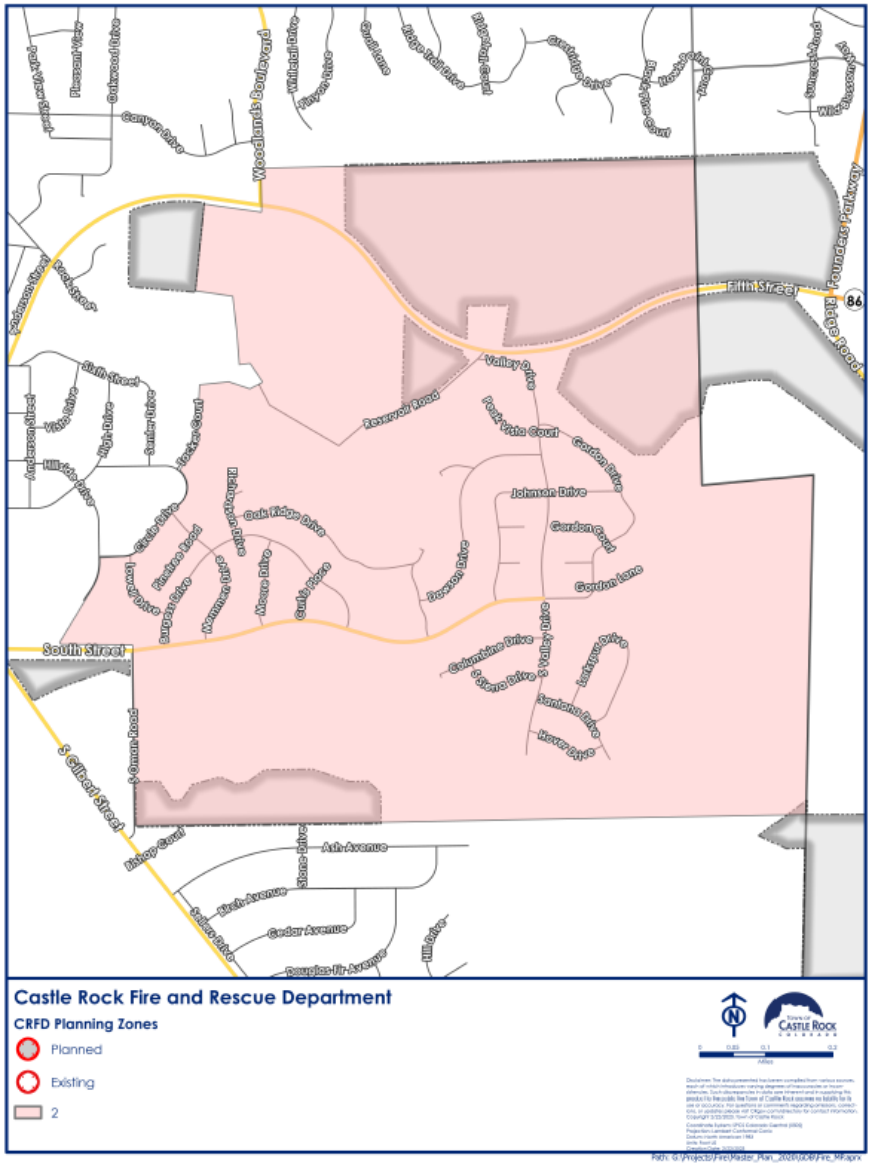
PZ1 Summary:

Since 2020, Planning Zone 1 (PZ1) has experienced annual call volumes ranging between 1,272 and 1,676, making it the busiest of all planning zones. Approximately 10% of these calls have occurred simultaneously with another call in the zone, reflecting consistent operational demand.

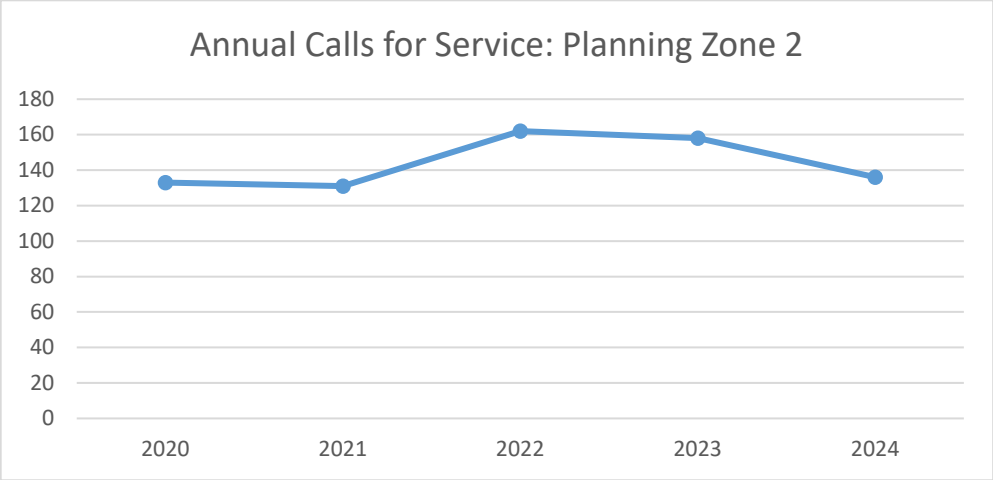
Despite the high volume of calls, the department has maintained a relatively strong compliance rate with adopted response time benchmarks, particularly in areas with rural population densities. These rural zones are primarily located in and around the downtown core and near Station 151, where proximity to resources supports faster response times.

Planning Zone 2 (PZ2)
PZ2 is the smallest of the PZs at 0.89 square miles with an estimated population of 1,725 (population density 1,946/mile2), and is 99.4% residential, 0.2% commercial, and 0.4% agricultural. PZ2 contains less than 1% of the commercial square footage in the jurisdiction. PZ2 has 7 centerline miles. PZ2 covers Homestead Village, Aspen Grove Condos, and the Winrock Apartments. The houses are of earlier construction (late 70's to the early 2000s). PZ2 has an estimated 626 homes with a median home value is $408,633 and an average household income of $81,162. PZ2 has an estimated 60 (9.6%) households below the national poverty level, 124 (19.8%) households with at least one person with a disability, and roughly 192 (10.9%) people who report not having medical insurance. PZ2 also includes one elementary school, one multi-story senior facility, four churches, and two condo/apartment complexes.

Distribution Factors Map 8.0: Planning Zone 2



Distribution Factors Chart 9.0: PZ2 Incident Volume by Year



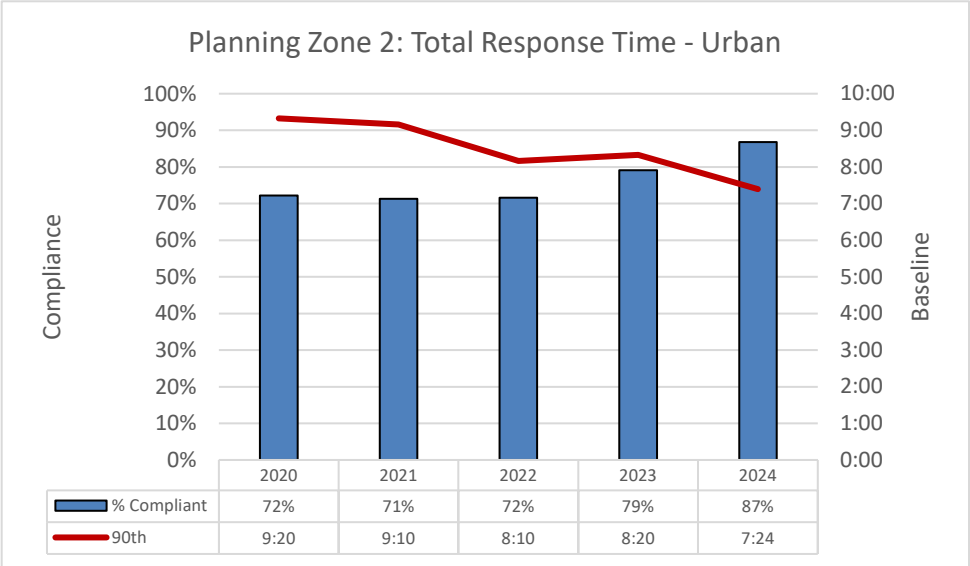
Distribution Factors Table 10.0: PZ2 Baseline Performance

PZ2: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2023 Benchmark
Alarm Handling		1:37	1:39	1:33	1:33	1:52	1:31	1:00
		n= 495	n= 136	n= 110	n= 102	n= 86	n= 75	
Turnout Time		1:48	1:52	1:37	1:40	2:08	1:44	1:30
		n= 495	n= 136	n= 100	n= 101	n= 83	n= 75	
Travel Time 1st Unit	Urban	6:14	5:21	5:50	6:30	6:40	6:50	4:40
		n= 469	n= 136	n= 106	n= 101	n= 87	n= 78	
	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:50
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	8:28	7:24	8:20	8:10	9:10	9:20	7:10
		n= 475	n= 136	n= 110	n= 102	n= 87	n= 79	
	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Distribution Factors Chart 10.1: PZ2 Simultaneous Call Volume

1-Year Delta	667%	Simultaneous Calls				
5-Year Delta	2200%	2020	2021	2022	2023	2024
PZ2		1%	4%	2%	2%	17%
		1	5	3	3	23

Distribution Factors Chart 9.1: PZ2: 1st Due Urban Compliance



PZ2 Summary:
Between 2020 and 2024, Planning Zone 2 (PZ2) experienced annual call volumes ranging from 131 to 162. Simultaneous calls averaged 2.7% over that period; however, 2024 saw a notable increase in overlap, with simultaneous calls rising from just 3 in 2023 to 23 in 2024.

Despite this increase, response performance in PZ2 has shown marked improvement. Compliance with response time benchmarks has ranged from a low of 71% in 2021 to a high of 87% in 2024. Over the past five years, a total of 720 calls have been recorded in PZ2, including 476 classified as emergent.

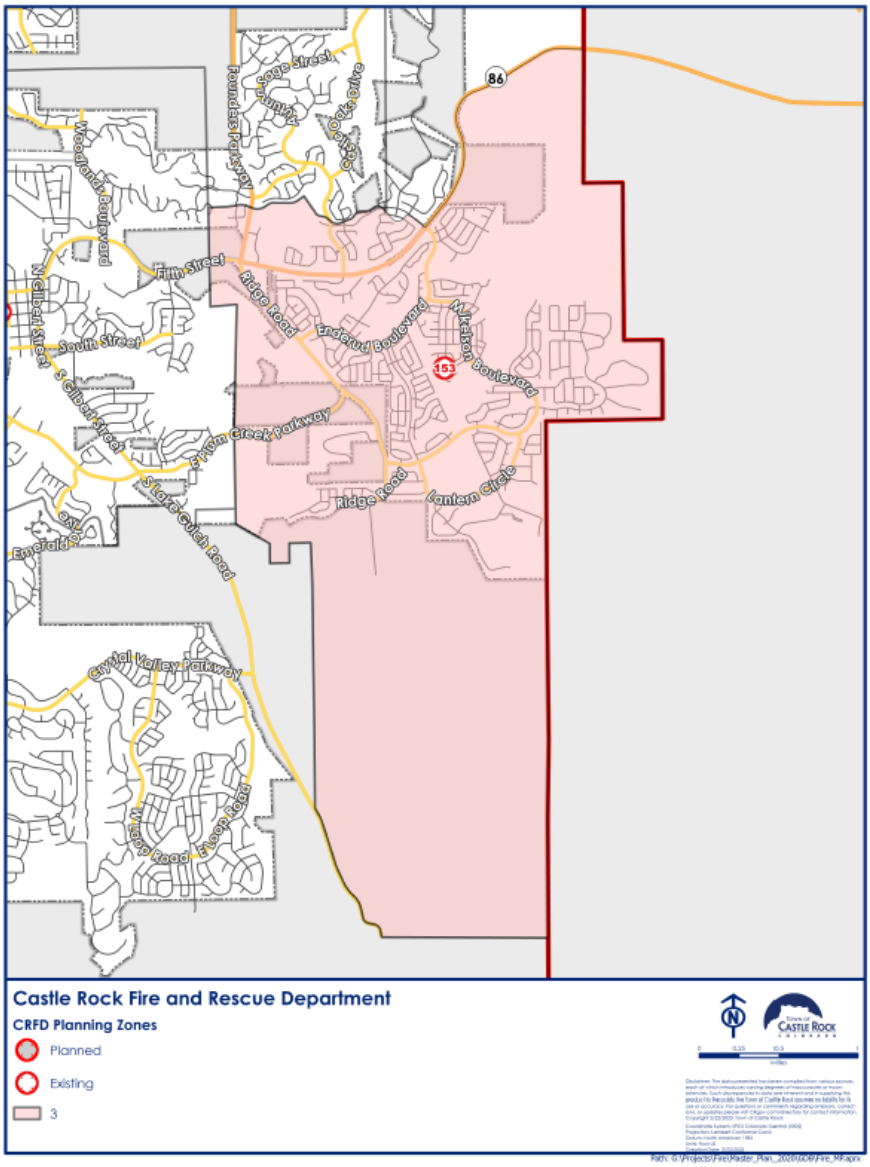
In recent years, the zone had shown a downward trend in first-arriving unit compliance, but that trend reversed beginning in 2023. Compliance improved from 72% in 2022 to 79% in 2023, and again to 87% in 2024. Correspondingly, the average response time for the first-arriving unit improved from 8 minutes and 20 seconds in 2023 to 7 minutes and 24 seconds in 2024.

Given the sharp rise in simultaneous call volume in 2024, the improvement in response times and first-arriving unit compliance is a particularly encouraging sign of enhanced operational performance.

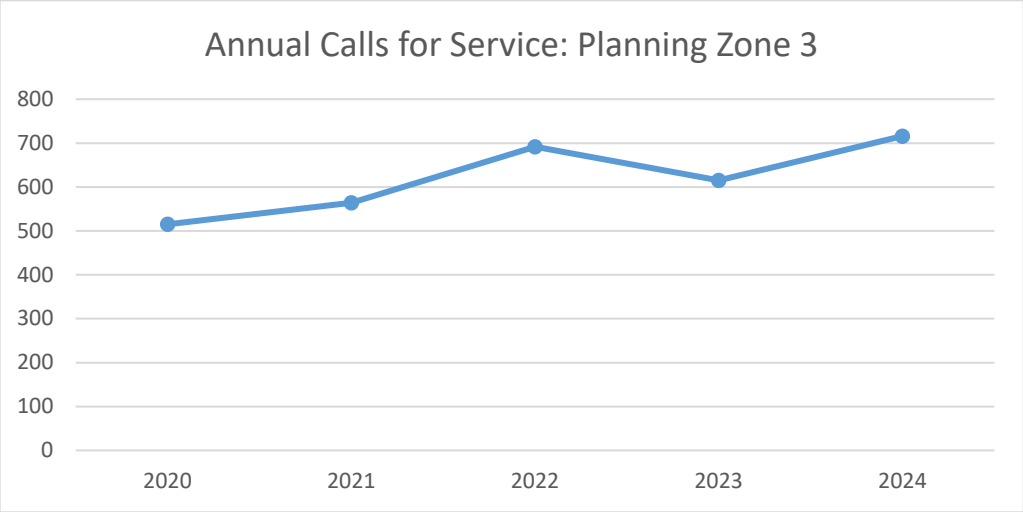
Planning Zone 3 (PZ3)

PZ3 covers 9.17 square miles with an estimated population of 15,241 (population density 1,629/mile2), and is 97.6% residential, 0.7% commercial, and 1.6% agricultural. PZ3 contains roughly 2% of the commercial square footage in the jurisdiction. PZ3 has 82 lane miles. PZ3 includes Founders Village, Castlewood Ranch, and portions of Terrain neighborhoods as well as a section of State Highway 86. The construction in PZ3 is typical construction from the mid 1970's to current lightweight methods. PZ3 has an estimated 4,416 homes with a median home value is $518,230 and an average household income of $126,623. PZ3 has an estimated 156 (3.5%) households below the national poverty level, 896 (10.3%) households with at least one person with a disability, and roughly 566 (4.1%) people who report not having medical insurance. PZ3 has one middle school, two elementary schools, and four churches.

Distribution Factors Map 9.0: Planning Zone 3



Distribution Factors Chart 10.0: PZ3 Incident Volume by Year



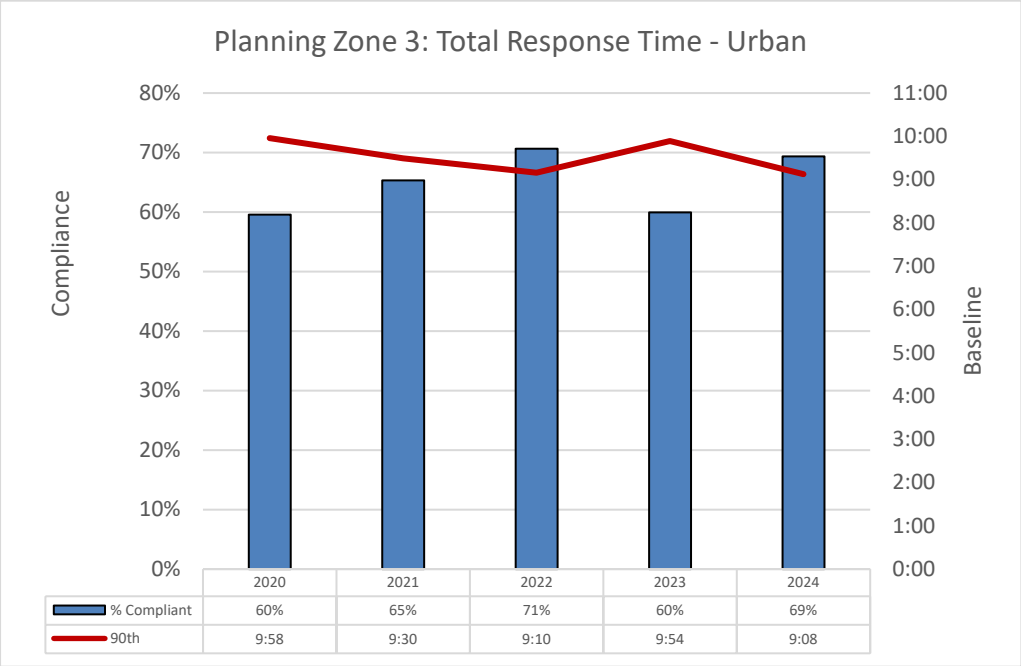
Distribution Factors Chart 11.0: PZ3 Baseline Performance

PZ3: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2023 Benchmark
Alarm Handling		1:29	1:28	1:26	1:26	1:29	1:38	1:00
		n= 2273	n= 686	n= 400	n= 474	n= 382	n= 331	
Turnout Time		1:48	1:45	1:47	1:47	1:48	1:53	1:30
		n= 2225	n= 672	n= 386	n= 471	n= 370	n= 326	
Travel Time 1st Unit	Urban	5:55	6:37	5:30	5:50	5:40	6:00	4:40
		n= 2180	n= 672	n= 377	n= 453	n= 357	n= 321	
	Rural	6:45	7:59	5:50	6:20	6:40	7:00	5:50
		n= 101	n= 29	n= 16	n= 23	n= 20	n= 13	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	8:20	9:08	8:20	8:20	8:10	8:30	7:10
		n= 1814	n= 672	n= 387	n= 455	n= 363	n= 322	
	Rural	9:50	9:55	9:20	8:20	8:20	10:40	8:20
		n= 100	n= 29	n= 15	n= 23	n= 20	n= 13	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

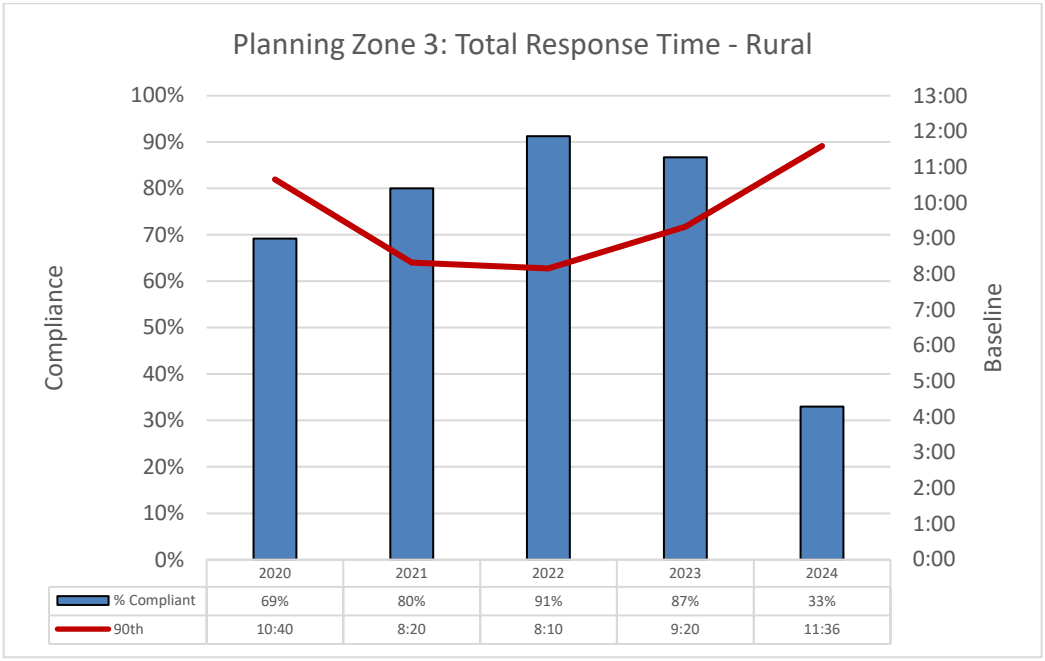
Distribution Factors Chart 11.1: PZ3 Simultaneous Call Volume

1-Year Delta	75%	Simultaneous Calls				
5-Year Delta	147%	2020	2021	2022	2023	2024
PZ3		3%	4%	3%	4%	6%
		17	24	24	24	42

Distribution Factors Chart 10.1: PZ3 1st Due Urban Compliance



Distribution Factors Chart 10.2: PZ3 1st Due Rural Compliance



PZ3 Summary:

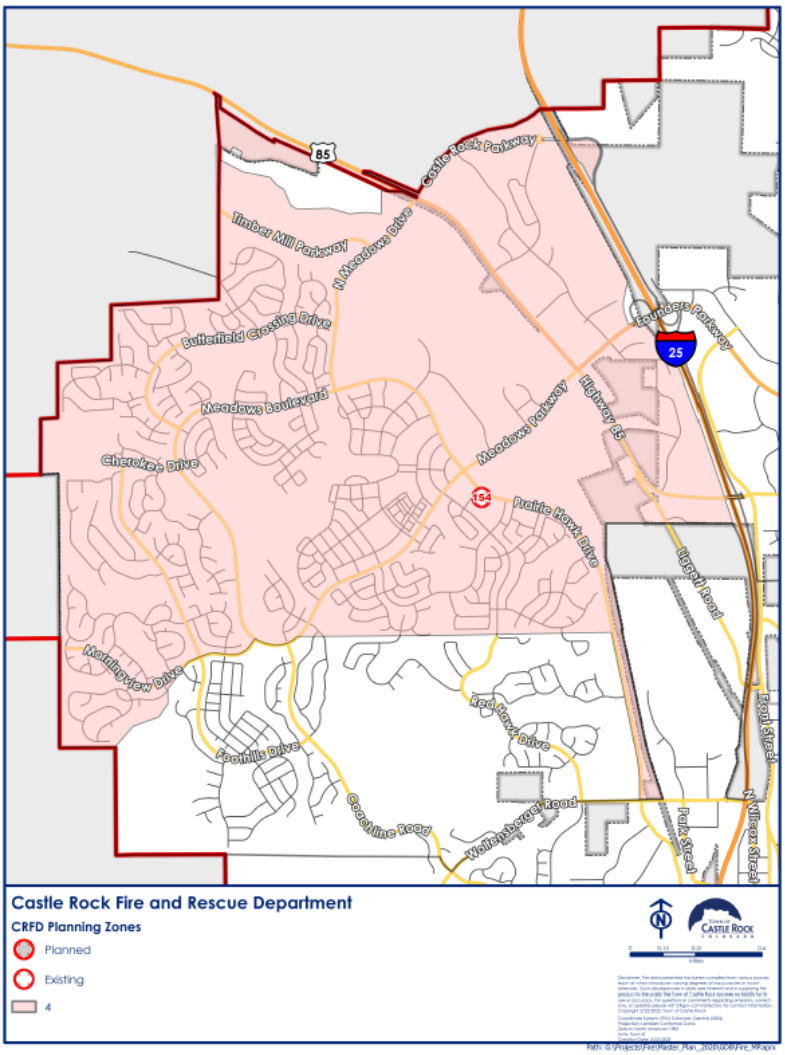
From 2020 to 2024, Planning Zone 3 (PZ3) has seen annual call volumes ranging between 629 and 727. Simultaneous calls have averaged 3.7% during this period. Notably, the number of simultaneous calls increased from 24 in 2023 to 42 in 2024, indicating growing operational demand in the zone.

As outlined in the Station 153 summary, response times to rural population areas within PZ3 continue to face challenges. Extended travel distances and soft-surface (gravel) roads—particularly in the southern portions of the district—impact overall response performance and compliance with adopted benchmarks.

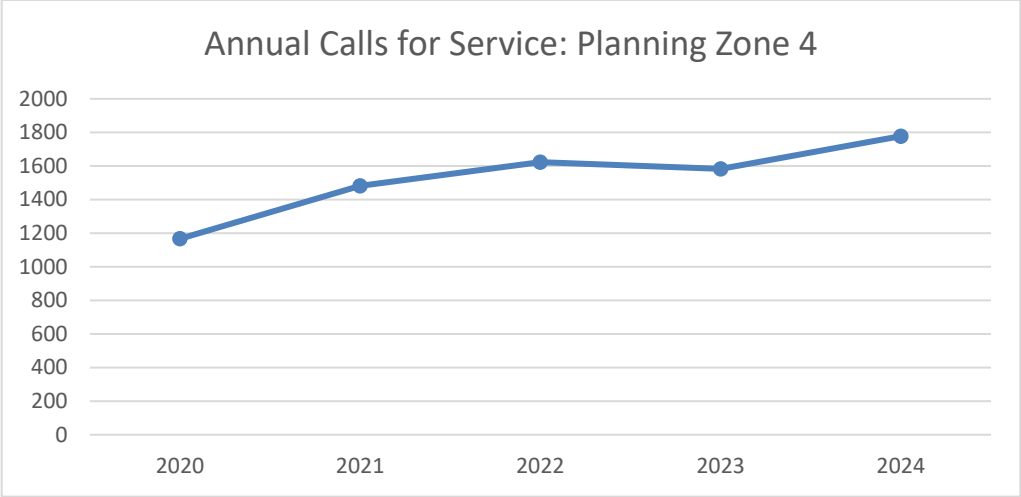
Planning Zone 4 (PZ4)

PZ4 covers 5.95 square miles and is the Department's most populous PZ with an estimated 20,726 (population density 3,662/mile2) and is 92.3% residential, 7.5% commercial, and 0.1% agricultural. PZ4 contains roughly 36% of the commercial square footage in the jurisdiction and has 106 lane miles. PZ4 includes The Meadows and The Pines at Castlegate neighborhoods. Additionally, this zone contains major retail areas within the Town: The Promenade and Outlets at Castle Rock. The residential construction in PZ4 is primarily lightweight with most homes built within the last 15 - 20 years. PZ4 has an estimated 6,156 homes with a median home value is $475,397 and an average household income of $127,784. PZ4 has an estimated 201(3.3%) households below the national poverty level, 986 (16.0%) households with at least one person with a disability, and roughly 3,108 (17.3%) people who report not having medical insurance. Z4 has three elementary schools, one middle school, one high school, Castle Rock Adventist Health Campus, The Outlets at Castle Rock, the Douglas County Justice Center, one large multi-story senior facility, several single-story senior facilities, four churches, portions of Interstate 25, State Highway 85 and a section of railroad on its eastern boundary.

Distribution Factors Map 10.0: Planning Zone 4



Distribution Factors Chart 11.0: PZ4 Incident Volume by Year



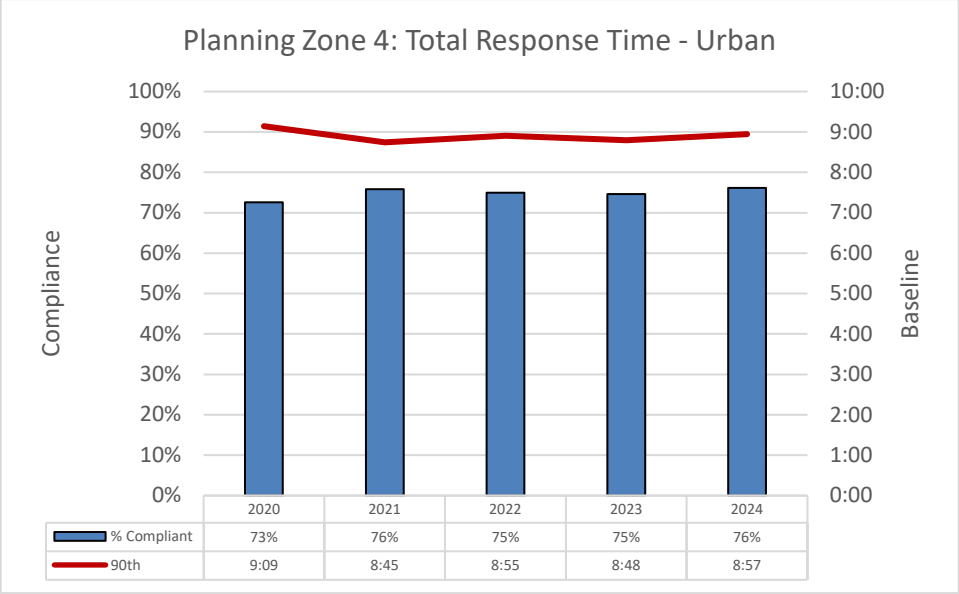
Distribution Factors Table 12.: PZ4 Baseline Performance

PZ4: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:36	1:37	1:34	1:35	1:41	1:21	1:00
		n= 4761	n= 1114	n= 1121	n= 903	n= 768	n= 855	
Turnout Time		1:42	1:42	1:44	1:40	1:40	1:43	1:30
		n= 4603	n= 1054	n= 1099	n= 854	n= 744	n= 852	
Travel Time 1st Unit	Urban	6:00	6:00	6:00	6:00	6:10	6:10	4:40
		n= 3458	n= 769	n= 806	n= 687	n= 607	n= 589	
	Rural	5:00	5:00	5:00	5:20	4:50	5:00	5:50
		n= 1272	n= 315	n= 316	n= 210	n= 164	n= 267	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	8:30	8:30	8:30	8:20	8:30	8:40	7:10
		n= 3494	n= 790	n= 810	n= 695	n= 608	n= 591	
	Rural	7:10	7:30	7:00	7:10	7:20	7:10	8:20
		n= 1264	n= 329	n= 319	n= 214	n= 135	n= 267	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

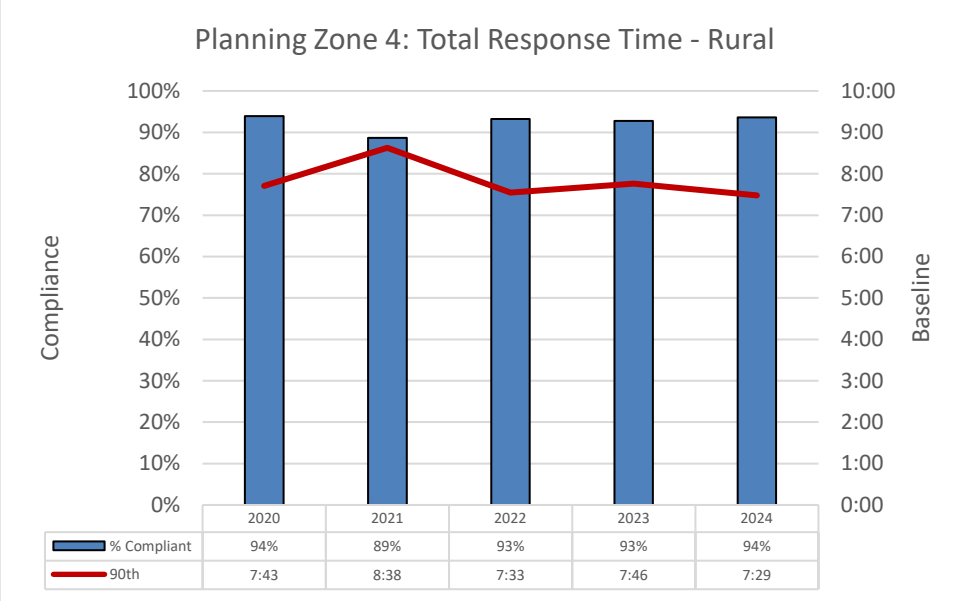
Distribution Factors Table 12.1: PZ4 Simultaneous Call Volume

1-Year Delta	43%	Simultaneous Calls				
5-Year Delta	127%	2020	2021	2022	2023	2024
PZ4		7%	8%	9%	8%	11%
		84	126	154	134	191

Distribution Factors Chart 11.1: PZ4 1st Due Urban Compliance



Distribution Factors Chart 11.2: PZ4 1st Due Rural Compliance



PZ4 Summary:

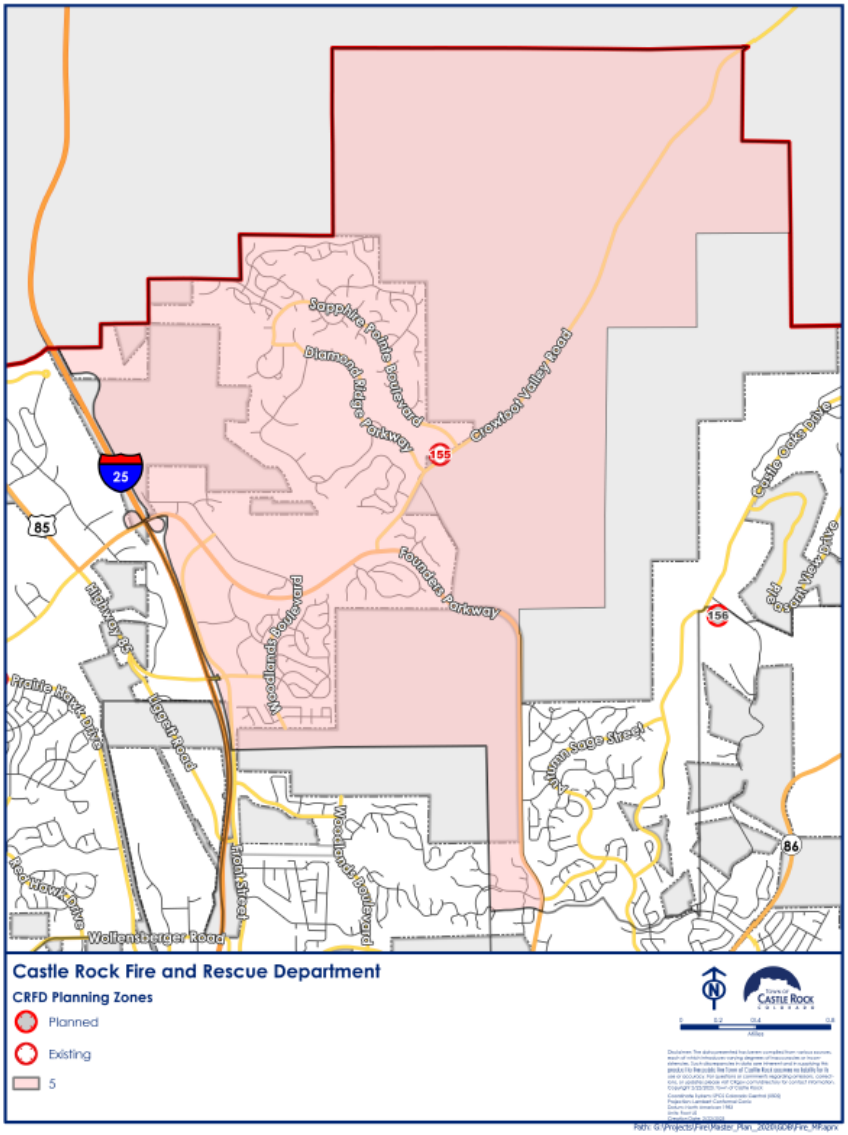
Between 2020 and 2024, Planning Zone 4 (PZ4) has experienced annual call volumes ranging from 1,167 to 1,778. Simultaneous calls have averaged 8.2% over this period, indicating a consistently high demand for emergency services.

The department has maintained strong compliance with response time benchmarks in rural population areas within the zone. However, achieving similar compliance in urban areas has been more challenging. This difficulty is largely attributed to the location of several urban Fire Management Zones (FMZs)—specifically FMZ 15422, 15949, and 15923—which are situated along the western border of the jurisdiction and the southern edge of Station 154's response area. These geographic constraints contribute to extended travel times and increased response complexity.

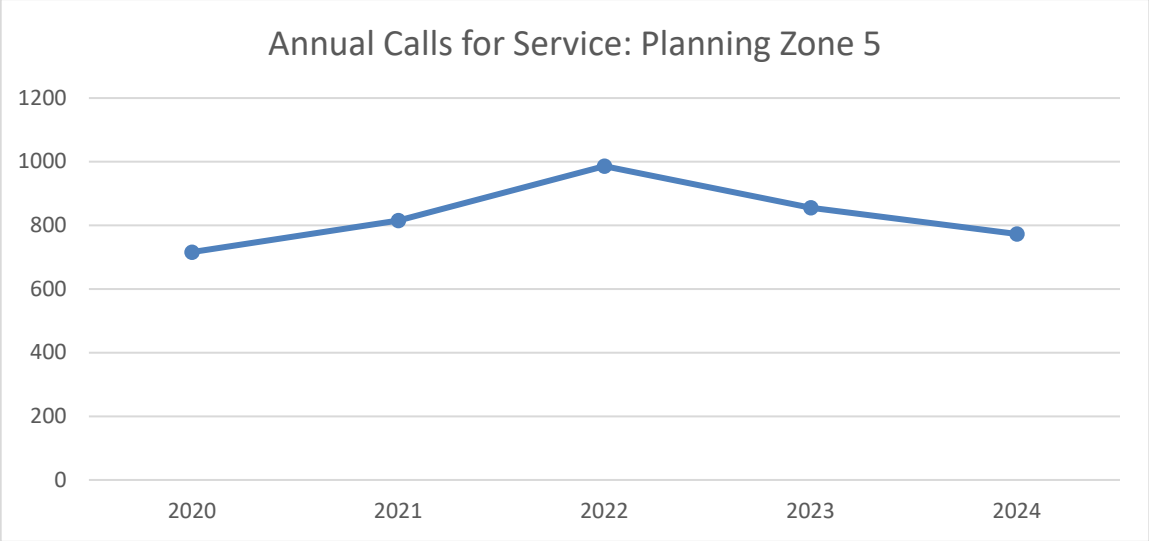
Planning Zone 5 (PZ5)

PZ5 covers 9.03 square miles with and estimated population of 8,288 (population density 918/mile2) and is 86.5% residential, 10.1% commercial, and 3.4% agricultural. PZ5 contains roughly 16% of the commercial square footage in the jurisdiction. PZ5 has 68 lane miles. PZ5 includes Diamond Ridge, Sapphire Point, Metzler Ranch, Maher Ranch, Brookwood, Silver Heights, and Echo Ridge neighborhoods. Residential construction varies from the 1970s to current lightweight methods. PZ5 has an estimated 2,498 homes with a median home value is $500,525 and an average household income of $125,316. PZ5 has an estimated 139 (5.6%) households below the national poverty level, 425 (17.0%) households with at least one person with a disability, and roughly 180 (2.7%) people who report not having medical insurance. PZ5 has one elementary school, two multi-story senior care facilities, several "big box" retail stores, portions of Interstate 25, State Highway 86.

Distribution Factors Map 11.0: Planning Zone 5



Distribution Factors Chart 12.0: PZ5 Incident Volume by Year



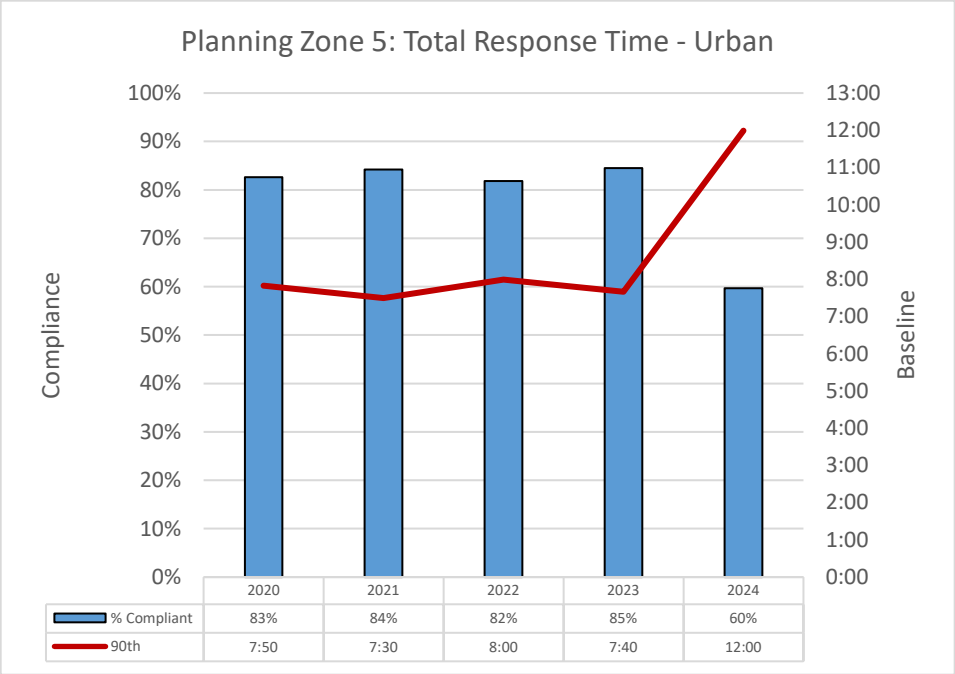
Distribution Factors Chart 13.0: PZ5 Baseline Performance

PZ5: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:33	1:35	1:34	1:40	1:26	1:32	1:00
		n= 3150	n= 803	n= 687	n= 645	n= 529	n= 486	
Turnout Time		1:41	1:48	1:40	1:42	1:38	1:41	1:30
		n= 3108	n= 803	n= 687	n= 634	n= 507	n= 477	
Travel Time 1st Unit	Urban	6:12	9:24	5:30	5:30	5:10	5:30	4:40
		n= 3108	n= 803	n= 456	n= 468	n= 399	n= 397	
	Rural	6:54	7:23	6:40	6:40	7:00	6:50	5:50
		n= 756	n= 175	n= 158	n= 182	n= 125	n= 106	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	8:34	12:00	7:40	7:50	7:30	7:50	7:10
		n= 3108	n= 803	n= 687	n= 468	n= 399	n= 397	
	Rural	9:07	9:45	9:00	8:40	9:10	9:00	8:20
		n= 746	n= 175	n= 158	n= 182	n= 125	n= 106	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

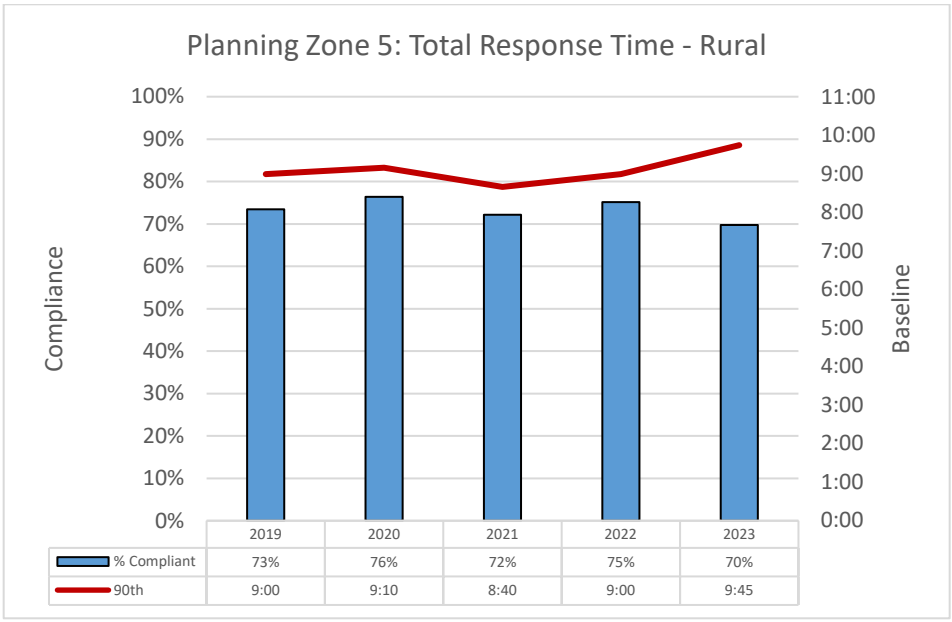
Distribution Factors Chart 13.1: PZ5 Simultaneous Call Volume

1-Year Delta	10%	Simultaneous Calls				
5-Year Delta	49%	2020	2021	2022	2023	2024
PZ5		6%	5%	8%	7%	8%
		43	41	75	58	64

Distribution FactorsChart 12.1: PZ5 2st Due Urban Compliance



Distribution FactorsChart 12.2: PZ5 2st Due Rural Compliance



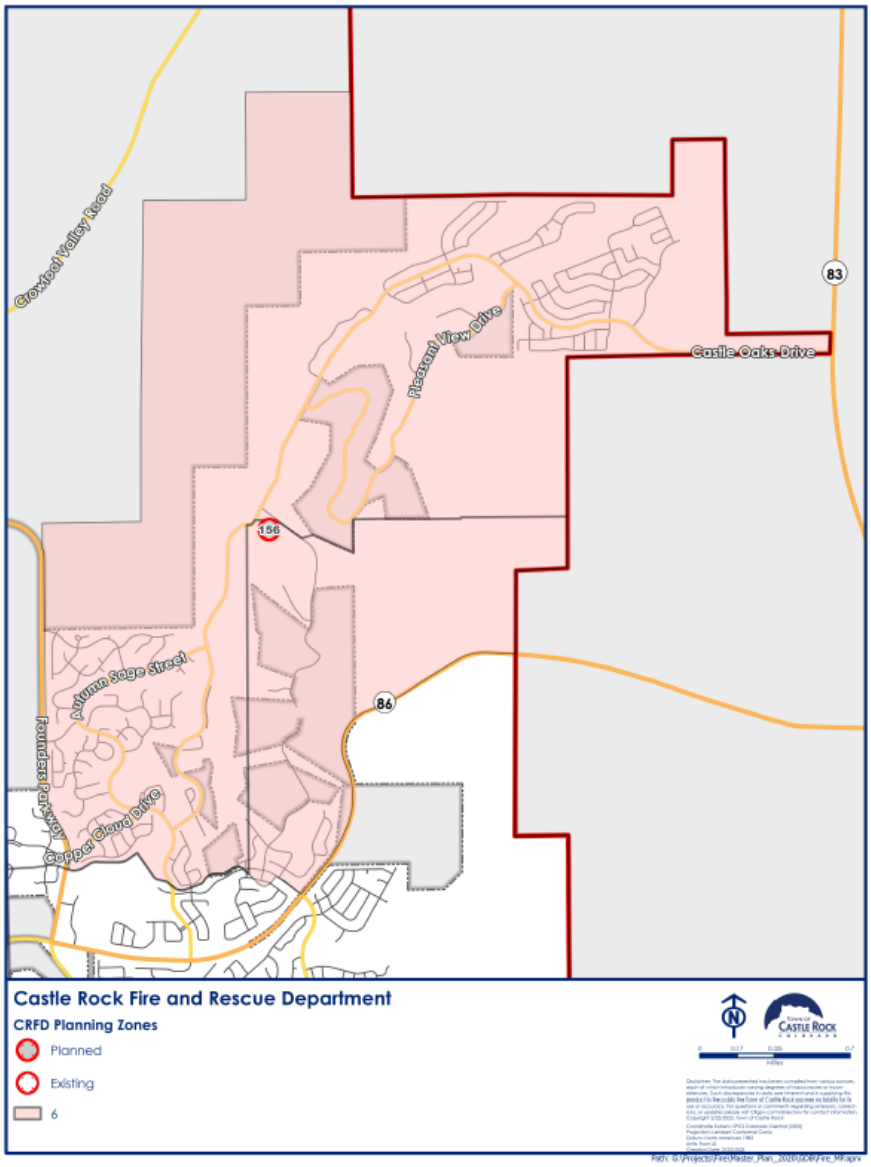
PZ5 Summary:

PZ5 has fluctuated between 716 and 986 calls for service annually with simultaneous calls averaging 5.9% since 2020. The department has been able to maintain comparable compliance numbers to other planning zones.

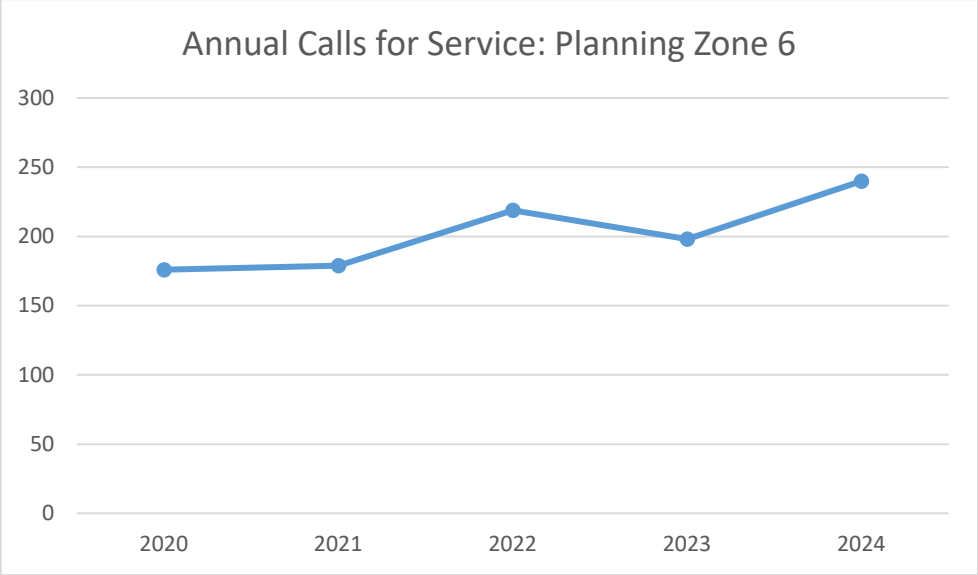
Planning Zone 6 (PZ6)

PZ6 covers 6.9 square miles with and estimated population of 7,751 (population density 1,123/mile2) and is 92.5% residential, 0.2% commercial, and 7.4% agricultural. PZ6 contains less than 1% of the commercial square footage in the jurisdiction. PZ6 has 41 lane miles. PZ6 includes Castle Oaks, Terrain, Liberty Village, and Cobblestone Ranch neighborhoods. The construction in PZ6 is primarily lightweight, with most homes built within the last 15 - 20 years. PZ6 has an estimated 2,052 homes with a median home value is $573,090 and an average household income of $160,440. PZ6 has an estimated 27 (1.3%) households below the national poverty level, 336 (16.4%) households with at least one person with a disability, and roughly 101 (1.5%) people who report not having medical insurance. PZ6 has one elementary school and is bordered to the south and west by State Highway 86 and east by State Highway 83.

Distribution Factors Map 12.0: Planning Zone 6



Distribution Factors Chart 13.0: PZ6 Incident Volume by Year



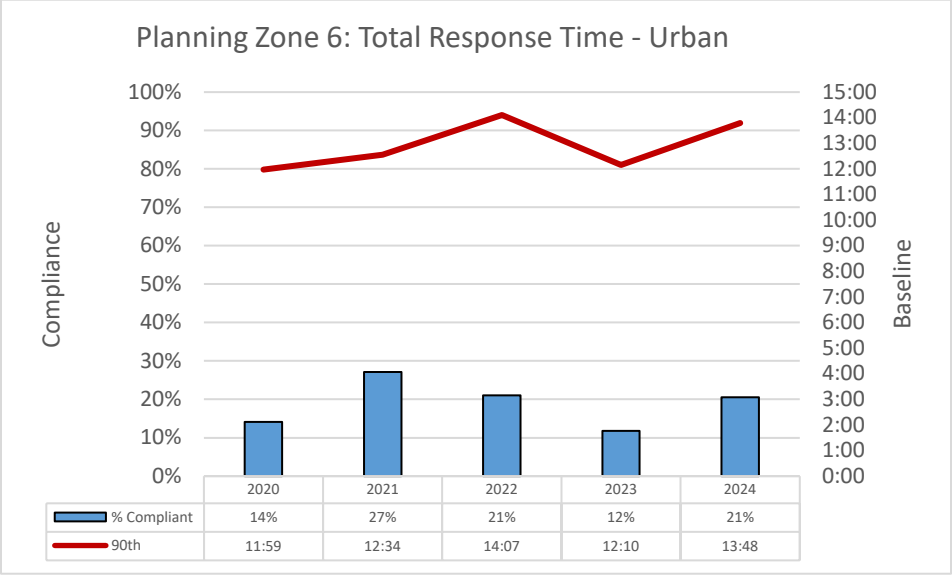
Distribution Factors Table 14.0: PZ6 Baseline Performance

PZ6: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:36	1:51	1:51	1:29	1:23	1:46	1:00
		n= 670	n= 137	n= 137	n= 161	n= 131	n= 126	
Turnout Time		1:48	1:43	1:43	1:51	1:46	1:54	1:30
		n= 650	n= 127	n= 131	n= 160	n= 125	n= 122	
Travel Time 1st Unit	Urban	7:30	8:10	8:10	6:50	7:10	7:00	4:40
		n= 373	n= 13	n= 131	n= 75	n= 58	n= 52	
	Rural	10:10	11:30	11:30	11:30	8:30	10:10	5:50
		n= 291	n=	n= 87	n= 87	n= 69	n= 74	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	10:00	10:30	9:00	9:00	9:30	9:40	7:10
		n= 378	n= 131	n= 131	n= 75	n= 59	n= 52	
	Rural	12:30	14:20	14:20	14:20	11:50	12:10	8:20
		n= 293	n= 5	n= 86	n= 86	n= 72	n= 74	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

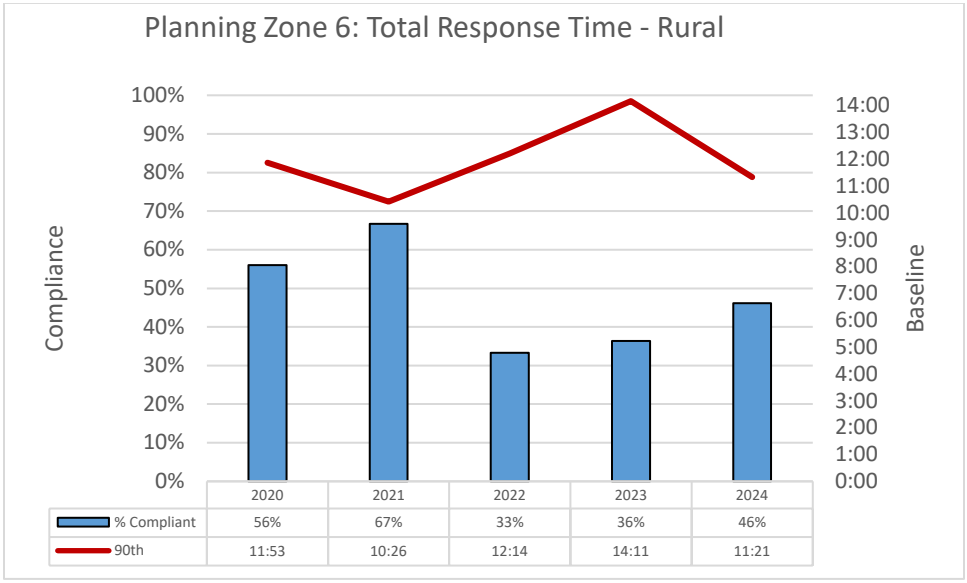
Distribution Factors Table 14.1: PZ6 Simultaneous Call Volume

1-Year Delta	633%	Simultaneous Calls				
5-Year Delta	1000%	2020	2021	2022	2023	2024
PZ6		1%	1%	1%	2%	9%
		2	2	3	3	22

Distribution Factors Chart 13.1: PZ6 1st Due Urban Compliance



Distribution Factors Chart 13.2: PZ6 1st Due Rural Compliance



PZ6 Summary:
Planning Zone 6 (PZ6) has experienced annual call volumes ranging from 176 to 240 since 2020, with simultaneous calls averaging 2% during that time. Since 2011, the zone has seen a steady increase in service demand, correlating closely with continued residential development in the area.

Due to the zone's distance from any Castle Rock Fire Department (CRFD) station, Fire Management Zone (FMZ) 15603 receives automatic aid from the Franktown Fire Protection District on all incidents. In 2019, following road and bridge improvements in the area, CRFD modified response plans by assigning Quint 155 as the primary unit for FMZs 15617 and 15603, replacing Engine 153 to reduce response times. Despite these efforts, PZ6 continues to experience longer-than-typical response times due to geographic and infrastructure challenges.

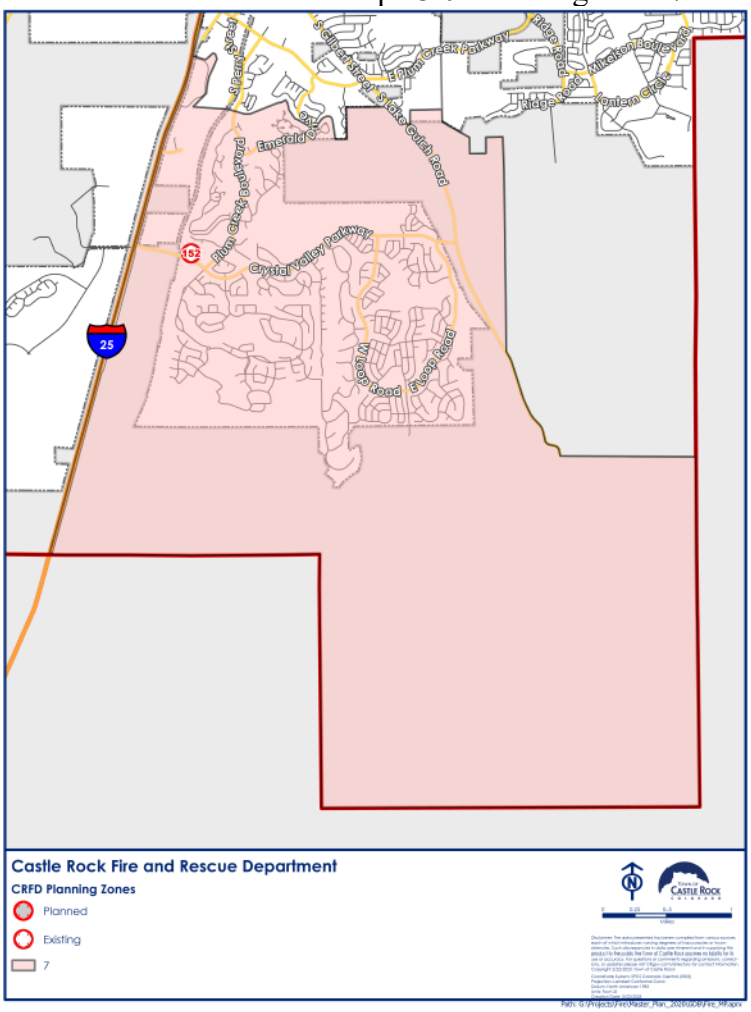
A particularly sharp increase in simultaneous calls was observed in 2024. While simultaneous calls represented just 2% of total incidents in 2023 (3 calls), that number rose significantly to 22 simultaneous calls in 2024, further straining available resources.

CRFD actively monitors response performance and growth trends in PZ6. In recognition of the increasing demand and continued development in the area, the Town of Castle Rock and CRFD are collaboratively planning a new fire station in Planning Zone 6, with an anticipated opening in mid 2027.

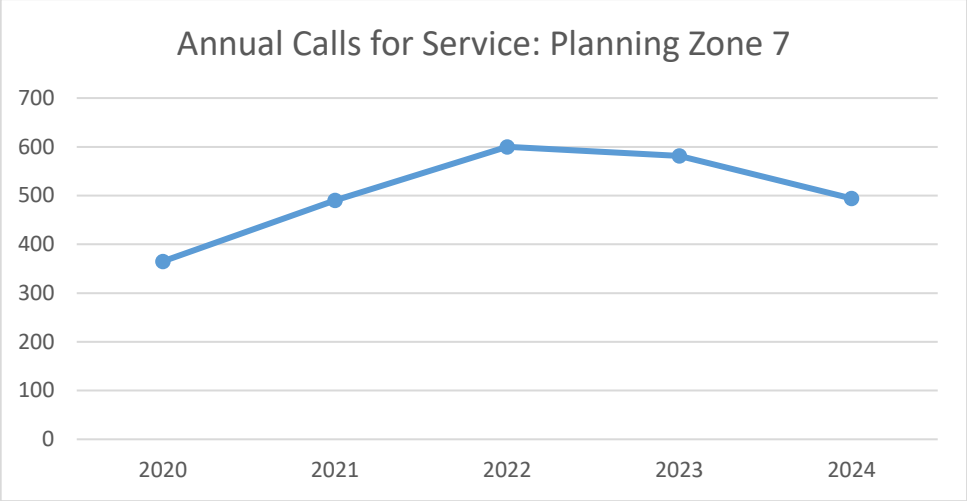
Planning Zone 7 (PZ7)

PZ7 covers 17.8 square miles with an estimated population of 11,624 (population density 653/mile2) and is 93.5% residential, 3.3% commercial, and 3.2% agricultural. PZ7 contains roughly 4% of the commercial square footage in the jurisdiction. PZ7 has 112 lane miles. PZ7 includes Crystal Valley Ranch, Heckendorf Ranch, The Lanterns, Ditmars Ranch, Bell Mountain Ranch, and Stone Cañon Ranch neighborhoods. The residential construction varies greatly from typical 1970's construction to current lightweight methods. PZ7 has an estimated 2,542 homes with a median home value is $610,048 and an average household income of $148,813. PZ7 has an estimated 133 (5.2%) households below the national poverty level, 526 (20.7%) households with at least one person with a disability, and roughly 79 (1.1%) people who report not having medical insurance. PZ7 is largely residential with one notable exception, a large satellite communication facility in the far southwest corner of the PZ. PZ7 is bordered to the west by a section of railroad running parallel to the east frontage road of Interstate 25. The Department has been monitoring growth in this PZ, and tracking performance. The Department has recognized that it cannot meet its established baselines in the most rural areas of PZ7.

Distribution Factors Map 13.0: Planning Zone 7


Castle Rock Fire and Rescue Department
CRFD Planning Zones
Planned
Existing
7
Crystal Valley Parkway
Plum Creek Parkway
Emerald
Stone Canon Road
Meadow Ridge Road
Loop Road
Wagon Road
Pony Express Trail
Ridge Road
Meadow Ridge Road
Loop Road
Pony Express Trail
Wagon Road
Plum Creek Parkway
Emerald
Stone Canon Road
Meadow Ridge Road
Loop Road
Meadow Ridge Road
Loop Road
Pony Express Trail
Wagon Road
Plum Creek Parkway
Crystal Valley

Distribution Factors Chart 14: PZ7 Incident Volume by Year



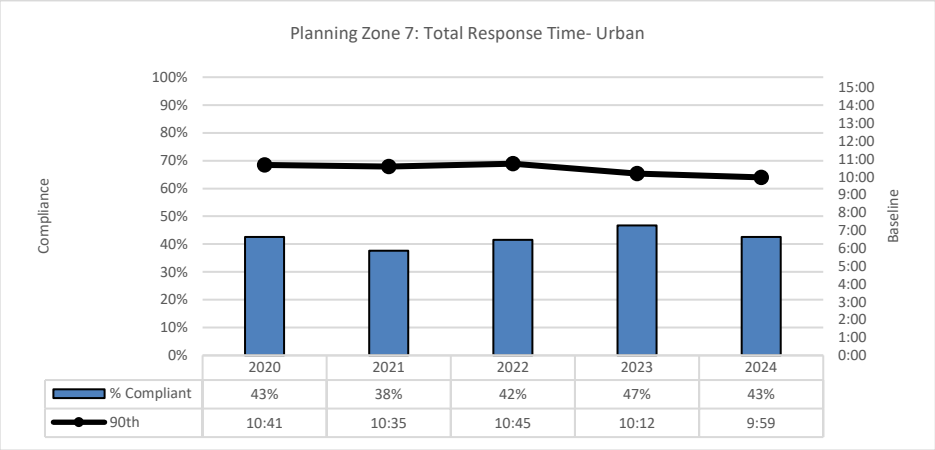
Distribution Factors Table 15.0: PZ7 Baseline Performance

PZ7: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:35	1:36	1:30	1:30	1:44	1:40	1:00
		n= 1476	n= 395	n= 374	n= 374	n= 275	n= 223	
Turnout Time		1:44	1:36	1:46	1:46	1:44	1:55	1:30
		n= 1455	n= 379	n= 373	n= 373	n= 271	n= 219	
Travel Time 1st Unit	Urban	6:40	7:30	5:20	5:20	6:00	5:40	4:40
		n= 823	n= 344	n= 157	n= 158	n= 110	n= 100	
	Rural	8:50	11:50	9:20	9:20	8:50	8:30	5:50
		n= 648	n= 38	n= 218	n= 218	n= 165	n= 125	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	8:50	9:00	8:10	8:10	8:10	7:50	7:10
		n= 840	n= 360	n= 158	n= 158	n= 110	n= 100	
	Rural	11:10	13:20	11:10	11:10	11:00	11:00	8:20
		n= 660	n= 41	n= 223	n= 223	n= 169	n= 125	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

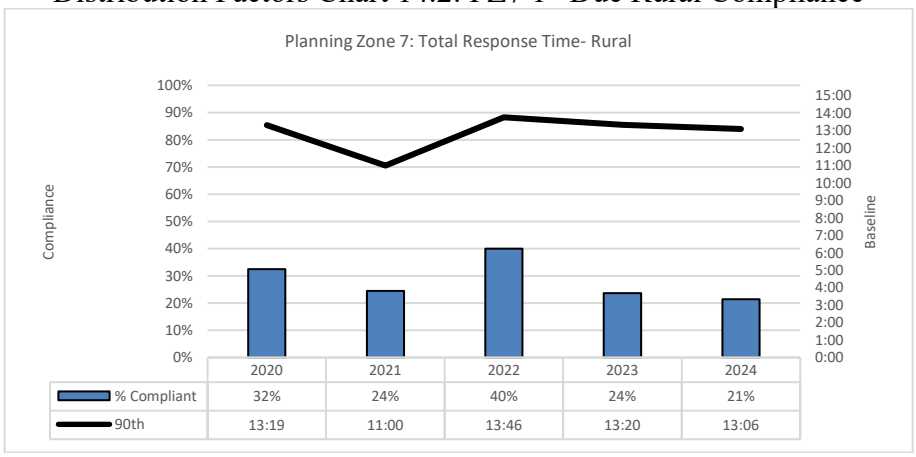
Distribution Factors Table 15.1: PZ7 Simultaneous Call Volume

1-Year Delta	113%	Simultaneous Calls				
5-Year Delta	209%	2020	2021	2022	2023	2024
PZ7		3%	2%	4%	3%	7%
		11	12	24	16	34

Distribution Factors Chart 14.1: PZ7 1st Due Urban Compliance



Distribution Factors Chart 14.2: PZ7 1st Due Rural Compliance



PZ7 Summary:

Since the opening of Station 152 in 2018, Planning Zone 7 (PZ7) has experienced steady growth in both population and call volume, driven largely by ongoing residential development. Annual calls for service increased from 336 in 2019 to a peak of 600 in 2022, with 494 calls recorded in 2024. Simultaneous calls have averaged 2.7% since 2020.

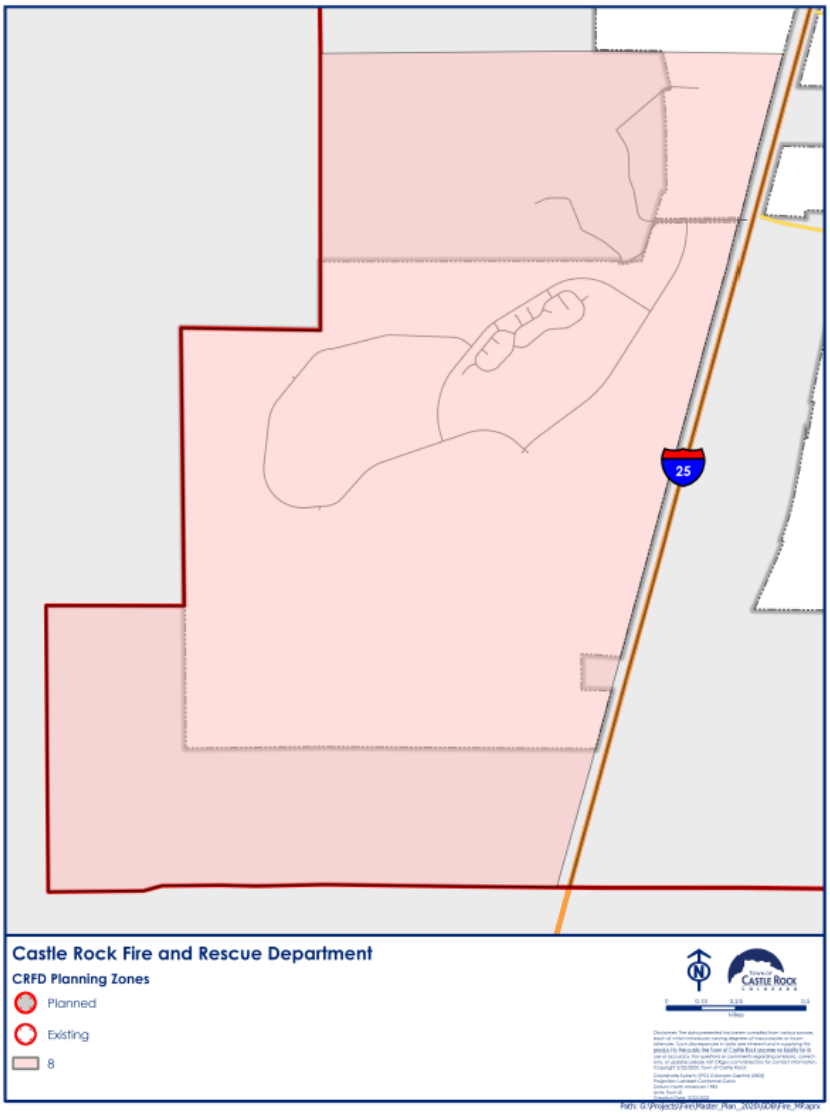
Compliance with response time benchmarks in rural areas remains low. This is primarily due to the zone's large agricultural land use and the extended distances from Station 152 to the outer edges of the district.

Urban compliance has also declined in recent years, with a noticeable drop in 2023 followed by a significant decrease in 2024. A major contributing factor is the reclassification of Fire Management Zone (FMZ) 15740 from rural to urban based on population density changes. Much of FMZ 15740 lies near the edge of the department's defined urban response time benchmark area, which contributes to the lower compliance rate despite increased service demand.

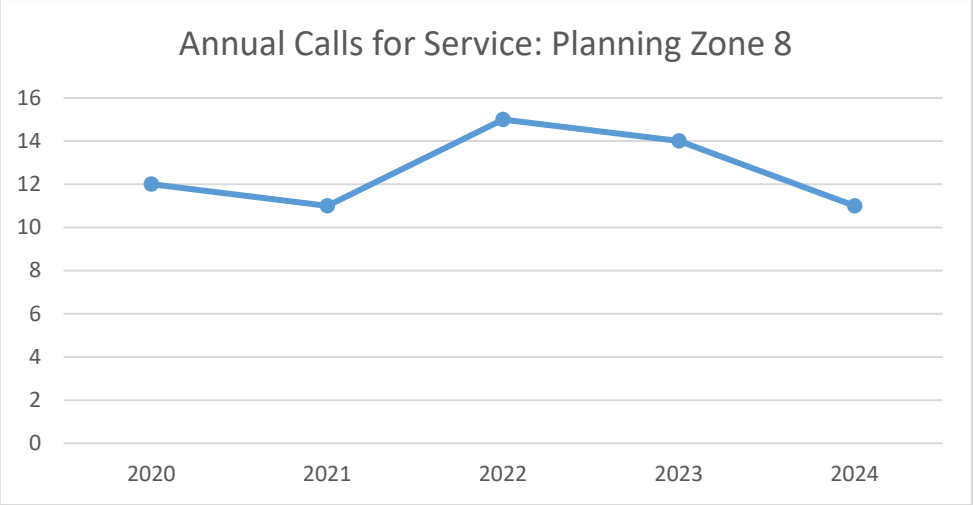
Planning Zone 8 (PZ8)

PZ8 covers 5.33 square miles with an estimated population of 187 (population density 35/mile2) and is 24.5% residential, 0.5% commercial, and 75.1% agricultural. PZ8 has 16 lane miles. PZ8 is largely undeveloped, covering Twin Oaks, Yucca Hills, and portions of Keene Ranch, all within unincorporated Douglas County. Yucca Hills has older homes and various lot sizes. Keene Ranch has larger, higher-priced homes on a minimum of 5 acre lots. Keene Ranch is a shared response area with Jackson 105 Fire, a mostly volunteer agency to the west, and Larkspur Fire Department to the south. Additionally, to access Keene Ranch, CRFD units must leave the jurisdiction before they can make entry into the neighborhood. PZ8 also contains a section of railroad that runs parallel to the west frontage road for Interstate 25. PZ8 has an estimated 67 homes with a median home value is $895,833 and an average household income of $148,449. PZ8 has an estimated 0 (0.0%) households below the national poverty level, 19 (28.4%) households with at least one person with a disability, and roughly 0 (0.0%) people who report not having medical insurance.

Distribution Factors Map 14.0: Planning Zone 8



Distribution Factors Chart 15.0: PZ 8 Incident Volume by Year



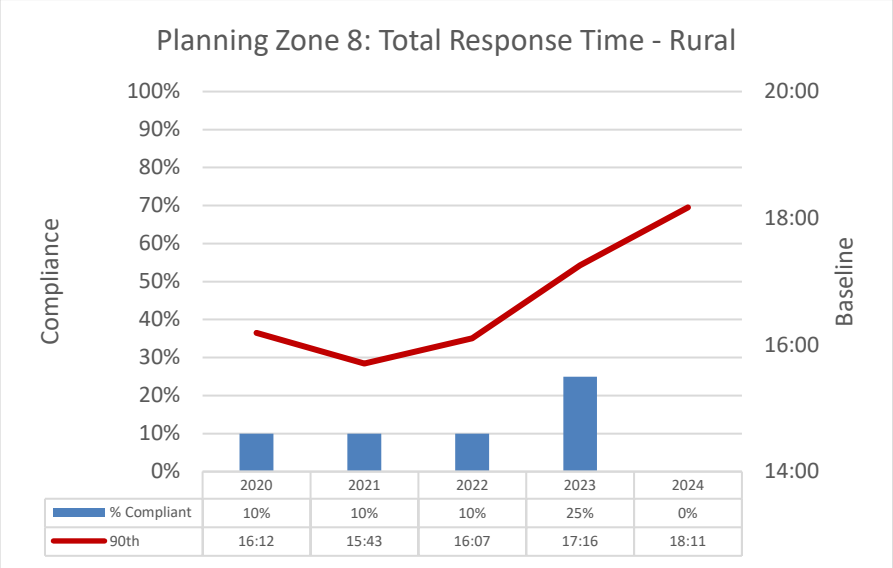
Distribution Factors Table 16.0: PZ8 Baseline Performance

PZ8: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:24	1:55	1:31	0:54	1:07	2:04	1:00
		n= 62	n= 11	n= 13	n= 15	n= 11	n= 12	
Turnout Time		1:55	2:08	2:07	1:27	1:52	2:05	1:30
		n= 62	n= 11	n= 13	n= 15	n= 11	n= 12	
Travel Time 1st Unit	Urban	N/A	N/A	N/A	N/A	N/A	N/A	4:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	Rural	12:58	11:41	12:30	13:20	13:20	14:00	5:50
		n= 62	n= 11	n= 13	n= 15	n= 11	n= 12	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	N/A	N/A	N/A	N/A	N/A	N/A	7:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	Rural	16:41	18:11	17:16	16:07	15:43	16:12	8:20
		n= 62	n= 11	n= 13	n= 15	n= 11	n= 12	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Distribution Factors Table 16.1: PZ8 Simultaneous Call Volume

1-Year Delta	0%	Simultaneous Calls				
5-Year Delta	0%	2020	2021	2022	2023	2024
PZ8		0%	0%	0%	0%	0%
		0	0	0	0	0

Distribution Factors Chart 15.1: PZ8 1st Due Rural Compliance



PZ8 Summary:

Planning Zone 8 (PZ8) has maintained a low and stable call volume, fluctuating between 11 and 15 calls annually since 2020. To date, there have been no recorded simultaneous calls within this zone.

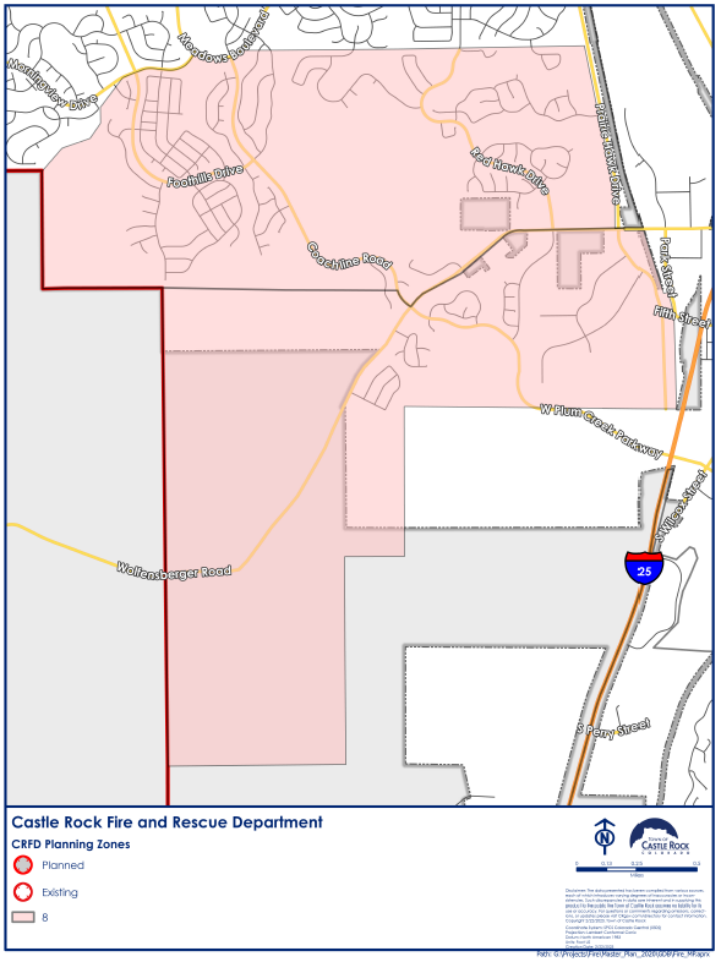
While response times in PZ8 currently exceed the department's established benchmarks, the low call volume and small population—301 residents—do not warrant a dedicated fire station at this time.

However, PZ8 has recently been approved for a mixed-use development of 5,850 residential units and approximately 3,000,000 square feet of commercial property. An I-25 interchange at Crystal Valley Parkway is currently under construction to allow acces to this new development as well as the existing development on the east side of the interstate. Given the potential for future growth, the Department will continue to monitor this planning zone closely. The Department has secured land and partial funding for a future fire station in the southern portion of the new development once the tenets are met.

Planning Zone 9 (PZ9)

PZ9 covers 4.61 square miles with an estimated population of 8,592 (population density 1,863/mile2) and is 96.2% residential, 2.6% commercial, and 1.2% agricultural. PZ9 contains roughly 9% of the commercial square footage in the jurisdiction. PZ9 has 39 lane miles. PZ9 includes the Red Hawk, Castle Highlands, Castle Meadows, and the Reserve at Castle Highlands neighborhoods. The construction in PZ9 is primarily lightweight, with most homes built in the last 15-20 years. PZ9 has an estimated 3,053 homes with a median home value is $493,165 and an average household income of $61,156. PZ9 has an estimated 44 (1.4%) households below the national poverty level, 478 (15.7%) households with at least one person with a disability, and roughly 543 (6.0%) people who report not having medical insurance. PZ9 includes one elementary school, one large senior facility, a large multi-use indoor/outdoor recreation center and miles of soft-surface recreational trails. For several years, this PZ has met the minimum call volume requirements to consider a new fire station. However, given that the response times for the first arriving unit and effective response force are within the annually established baselines, the Department has elected not to build a fire station in this area yet. The Department will monitor call volume and performance quarterly and annually to identify trends that could negatively affect the residents in this area.

Distribution Factors Map 15.0: Planning Zone 9



Distribution Factors Chart 16.0: PZ9 Incident Volume by Year

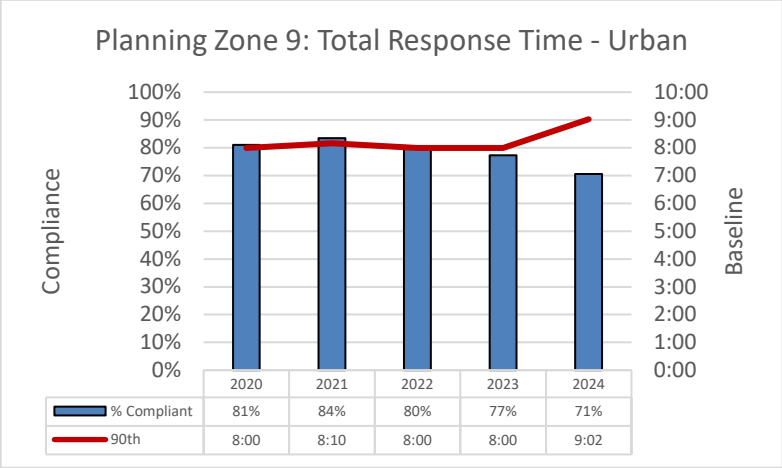
Distribution Factors Table 17.0: PZ9 Baseline Performance

PZ9: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		1:40	1:38	1:38	1:44	1:32	1:45	1:00
		n= 1456	n= 329	n= 329	n= 333	n= 285	n= 278	
Turnout Time		1:44	1:41	1:41	1:49	1:43	1:43	1:30
		n= 1410	n= 314	n= 314	n= 326	n= 269	n= 271	
Travel Time 1st Unit	Urban	5:30	5:40	5:40	5:30	5:30	5:20	4:40
		n= 1396	n= 301	n= 301	n= 324	n= 273	n= 273	
	Rural	9:10	7:48	9:10	8:10	8:00	9:50	5:50
		n= 46	n= 22	n= 19	n= 9	n= 8	n= 5	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time 1st Unit	Urban	8:10	8:00	8:00	8:00	8:10	8:00	7:10
		n= 1411	n= 309	n= 309	n= 324	n= 279	n= 273	
	Rural	11:40	10:52	11:40	10:40	10:40	12:30	8:20
		n= 46	n= 22	n= 19	n= 9	n= 8	n= 5	
	Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

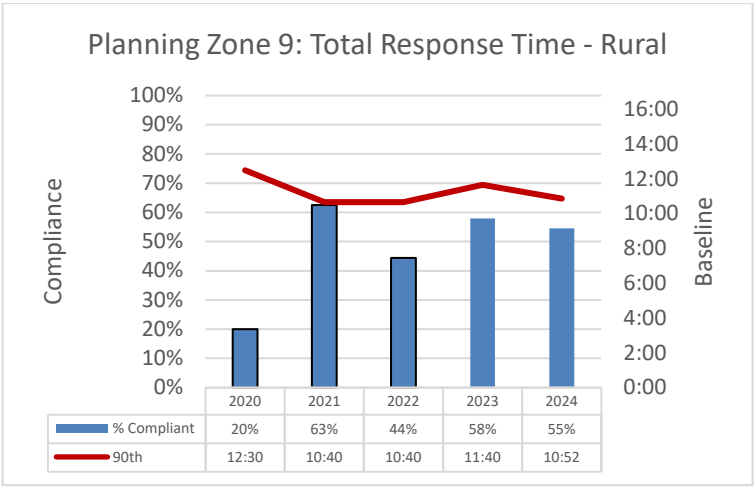
Distribution Factors Table 17.1: PZ9 Simultaneous Call Volume

1-Year Delta	110%	Simultaneous Calls				
5-Year Delta	250%	2020	2021	2022	2023	2024
PZ9		3%	4%	2%	4%	7%
		12	16	9	20	42

Distribution Factors Chart 16.1: PZ9 1st Due Urban Compliance



Distribution Factors Chart 16.2: PZ9 1st Due Rural Compliance



PZ9 Summary:

Since 2020, Planning Zone 9 (PZ9) has experienced annual call volumes ranging from 424 to 593, with simultaneous calls averaging 3.2% during that period. PZ9 has met or exceeded the department's minimum threshold for evaluating the need for a new station since 2008.

Despite this, a new station is not currently being planned. The department has successfully maintained urban response time compliance in PZ9 at levels comparable to other planning zones. However, continued monitoring of call volume, performance metrics, and area growth remains a priority to ensure resource needs are addressed proactively.

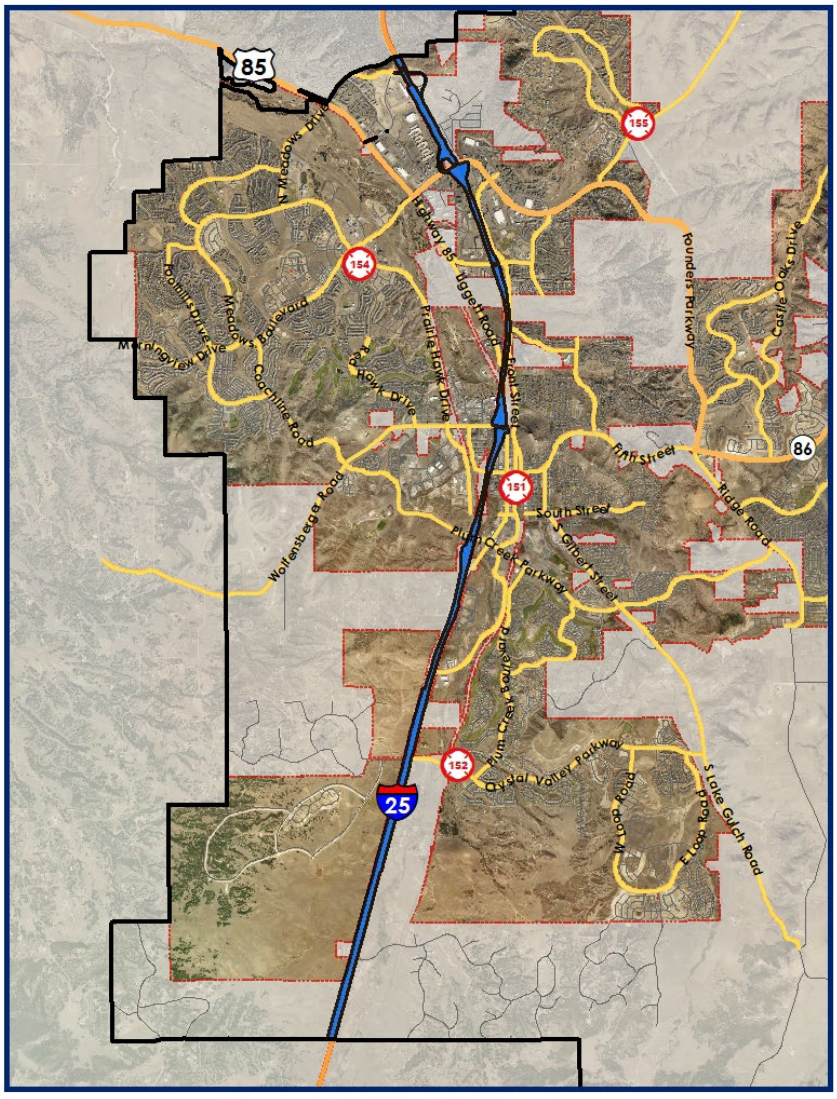
To help balance workload between Stations 151 and 154—currently the department's two busiest stations—the southern Fire Management Zones (FMZs 15924 and 15925) within PZ9 were reassigned to Station 151 following the opening of Station 152. While this adjustment initially improved coverage balance, recent department-wide increases in service demand have contributed to a slight negative trend in compliance with response benchmarks in PZ9's urban areas.

Due to a limited number of incidents in the rural portions of PZ9, there is currently insufficient data to draw reliable conclusions about performance in those areas.

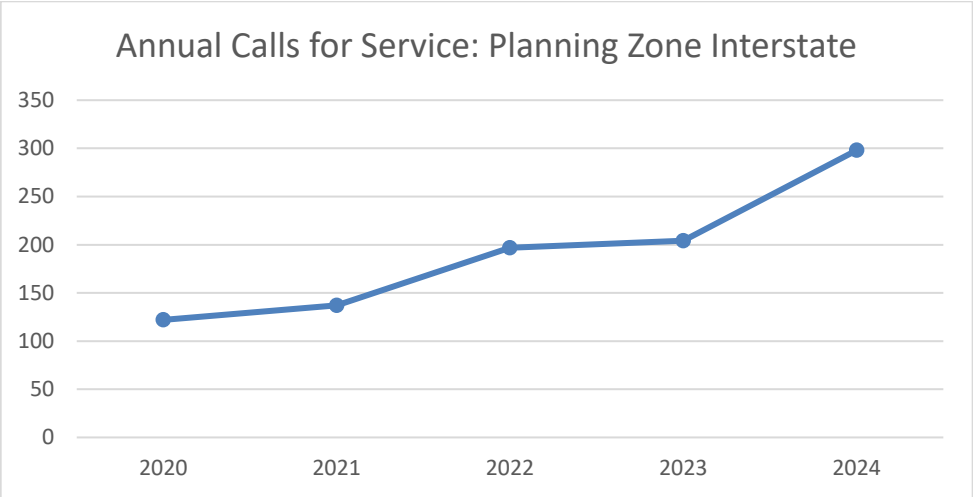
Interstate

CRFD includes 13.8 miles of interstate highway (I-25) with four access points (exits 181, 182, 184, 185) all with northbound and southbound access. To ensure the best possible responses, southbound I-25, north of exit 185, includes units from South Metro Fire and Rescue Authority (SMFRA). Two SMFRA stations (Stations 36 & 39) have easy access to southbound I-25. Likewise, Larkspur Fire Protection District (LFPD) co-responds northbound I-25 up to mile marker 181.

Distribution Factors Map 16.0: Interstate



Distribution Factors Chart 17.0: Interstate Incident Volume by Year



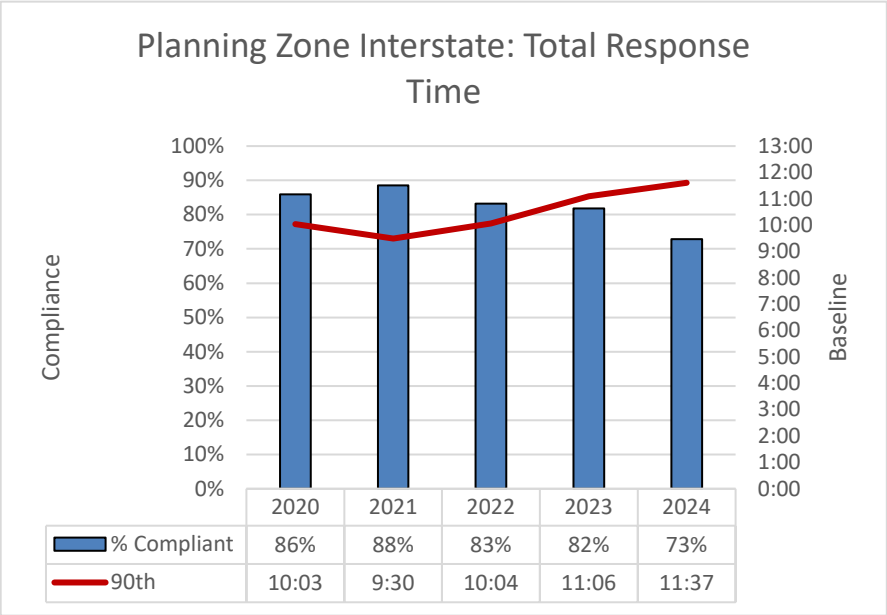
Distribution Factors Table 18.0: Interstate Baseline Performance

Interstate: 1st Due Baseline Performance		2020 - 2024	2024	2023	2022	2021	2020	2024 Benchmark
Alarm Handling		2:00	2:00	2:09	1:50	2:02	2:03	1:00
		n= 832	n= 249	n= 189	n= 162	n= 125	n= 107	
Turnout Time		1:54	2:03	1:51	1:46	1:56	1:56	1:30
		n= 788	n= 228	n= 172	n= 170	n= 117	n= 101	
Travel Time 1st Unit	Urban	N/A	N/A	N/A	N/A	N/A	N/A	4:40
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:50
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	Interstate	7:29	8:29	7:30	7:40	6:40	7:10	6:40
		n= 788	n= 228	n= 172	n= 170	n= 117	n= 107	
Total Response Time 1st Unit	Urban	N/A	N/A	N/A	N/A	N/A	N/A	7:10
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
		n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	Interstate	10:25	11:37	11:10	10:10	9:30	9:40	9:10
		n= 788	n= 228	n= 172	n= 170	n= 117	n= 107	

Distribution Factors Table 18:1 Interstate Simultaneous Call Volume

1-Year Delta	123%	Simultaneous Calls				
5-Year Delta	625%	2020	2021	2022	2023	2024
Interstate		3%	4%	5%	6%	12%
		4	5	9	13	29

Distribution Factors Chart 17.1: Interstate 1st Due Compliance



Interstate Summary:

Between 2020 and 2024, calls for service on the interstate have fluctuated between 107 and 249 annually. Simultaneous calls during this period have averaged 4.5%, reflecting a moderate but consistent level of overlapping incidents.

Responding to highway incidents presents unique operational challenges. Limited access points often complicate unit entry and staging, while callers frequently do not remain on scene, making it more difficult for dispatchers to obtain accurate information. As a result, call processing times take a minute to a minute and a half—longer than typical for other areas—due to the additional effort required to verify incident location and direction of travel.

Travel time is also highly variable, depending on road conditions, weather, and existing traffic congestion—factors largely beyond the department's control. Despite these obstacles, CRFD remains committed to improving response capabilities and maintaining a high standard of service along the interstate corridor.

Distribution Summary

Following feedback from internal and external stakeholders in late 2017, the department revised its performance reporting methodology. Since that time, all response metrics have been reported against adopted benchmarks (performance goals), rather than segmented by population density. This change was made to better reflect operational realities—specifically, that call processing and turnout times are not influenced by the location or population density of the incident.

There is, however, one notable exception: call processing times for incidents occurring on the interstate. The department has identified a consistent and measurable delay in these cases, with interstate calls averaging 1 minute and 55 seconds compared to 1 minute and 34 seconds for all other incident types. This disparity is primarily due to the nature of how these calls are received—nearly all are made from mobile phones, and callers often do not remain on scene. As a result, dispatchers must ask additional clarifying questions to determine an accurate location, direction of travel, or mile marker, which prolongs the call processing phase.

Since 2020, turnout times have remained remarkably consistent, fluctuating by only seven seconds over the five-year period. Turnout times are measured for all responses, with the exception of those initially dispatched as non-emergent incidents—such as lockouts, lift assists, and other miscellaneous service calls.

To promote accountability and continuous improvement, turnout time data is published monthly by apparatus and shift. This allows crews to compare their performance with others within their station and across the department, while also tracking progress against the department's established benchmark.

Total response times for the first-arriving unit in rural population densities have ranged from 10:07 to 9:16, based on baseline metrics. As expected, rural response time compliance is largely influenced by the location of the incident. For example, when incidents occur in Planning Zone 8, the southern areas of Planning Zones 3 or 7, or the eastern portion of Planning Zone 6, response times often exceed established benchmarks and baselines due to the greater distances involved.

There are currently no development plans for PZ8 or the southern areas of PZ3 and PZ7, given the very low population density and correspondingly low call volume in those areas. However, response times and call volume in PZ6 are actively monitored.

In 2024, Planning Zone 6 received 240 calls for service, equating to 93.75% of the planning threshold (256 calls/year) and 65.75% of the operational threshold (365 calls/year), as defined by the 2021 Fire Master Plan.

Anticipating continued growth in PZ6, the department has secured property and initiated both a needs assessment and preliminary planning for Station 156, which is currently projected to be placed in service between mid- and late-2026

Since 2020, total response times for the first-arriving unit in urban population densities have remained stable, with fluctuations of less than 20 seconds over the five-year period. This consistency reflects the department's commitment to maintaining reliable service levels in densely populated areas.

The department will continue to monitor performance closely, reviewing compliance with selected benchmark standards on a monthly basis and evaluating all benchmark performance standards annually to ensure ongoing accountability and operational effectiveness.

Concentration Factors

For the purpose of this document, Concentration shall be defined as the arrangement or spacing of multiple resources so that an effective response force (ERF) can arrive on scene within defined performance expectations (total response time). Concentration factors are factors that may influence the performance within a given concentration area.

To obtain a better understanding of the issues affecting concentration, the department reviewed the number of calls by service type (EMS, fire, HAZMAT, technical rescue and wildland urban interface) as well as the associated response times for the 1st arriving unit and the arrival of the ERF. These were reviewed by service type and geographic area - first the jurisdiction as a whole, second by station area, and lastly by station planning zone, if sufficient data was available. By reviewing the calls by service type and understanding the location and the frequency which they occur, an assessment may be completed to determine if and where there are any deficiencies in the current deployment model. All data tables may be found in their respective Appendices.

It is important to note that as data is increasingly sorted, the sample size becomes smaller and data becomes increasingly volatile. Thus, the sample size may not be sufficient for determining trends or forecasting. The Center for Public Safety Excellence (CPSE) offers a rule of thumb "that a sample size of approximately 400 is going to have an approximately 5 percent margin of error 95 percent of the time" (CPSE, 2016, p.87).

The department developed a critical task analysis (CTA) for each incident type defined in the computer aided dispatch (CAD) system. The CTAs are the basis for determining the department's needed response plans which define the number and type of apparatus as well as the number of personnel for each call type. The response plans are synonymous with the 1st alarm or ERF. The department reviews the response plans annually, and updates them on an as needed basis. The latest adopted CTAs may be found in Appendix B.

As noted in the Distribution Factors, there is little effect of population density on call processing or turnout time. As such, the call processing and turnout times in this section are not reported by population density.

To better summarize the factors affecting the arrival of the ERF (concentration), each service type is individually reviewed, looking at the annual compliance to stated benchmark performance goals.

Emergency Medical Service (EMS)

As with most, if not all fire agencies, EMS is the highest frequency call type for CRFD. Since 2020, EMS represents roughly 63% of all calls for service. The EMS call type includes a broad spectrum of incidents to include, but are not limited to, emergent and non-emergent medical incidents, motor vehicle crashes (MVC), and mass casualty incidents (MCI). Incidents may receive a different effective response force (ERF) as defined by their specific CTA, found in Appendix B. Below are summaries of each EMS risk level defined by CRFD.

Low Risk EMS: *1 Medic (2 personnel)*
Low risk EMS incidents are medical assists at doctors' offices or a facility with a primary care physician or physician assistant. The effective response force is a single medic unit staffed with two personnel, and at least one paramedic. For the concentration factor analysis, only emergent responses are reviewed.

A detailed summary of the department performance may be found in Appendix D EMS Data Tables. Concentration Factor Table 1.0 provides an overview of the department's performance against adopted baselines for the last five years. Concentration Factors Table 2.0 provides a summary of low-risk EMS call volume by station and planning zone.

Concentration Factors Table1.0

EMS: Low Risk	Rural ERF Compliance						Urban ERF Compliance					
	2020	2021	2022	2023	2024	AVG	2020	2021	2022	2023	2024	AVG
CRFD	100%	100%	86%	67%	93%	89%	80%	82%	75%	82%	89%	82%
Station 151	100%	100%	N/A	N/A	100%	100%	100%	N/A	50%	100%	100%	88%
Station 152	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	75%	75%
Station 154	88%	N/A	86%	67%	92%	83%	N/A	N/A	100%	85%	77%	87%
Station 155	N/A	N/A	N/A	N/A	N/A	N/A	50%	89%	82%	81%	72%	75%

Concentration Factors Table 2.0

EMS: Low Risk	Rural ERF Responses						Urban ERF Responses					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	0	1	7	9	39	56	47	43	46	53	53	236
Station 151	0	1	0	10	6	17	0	0	0	0	0	0
Station 152	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A	N/A	N/A	N/A	0
Station 153	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A	N/A	N/A	N/A	0
Station 154	0	0	6	18	33	57	20	15	15	10	10	72
Station 155	0	0	0	0	0	0	27	28	31	43	46	164

Low risk, emergent EMS incidents in the rural population densities have fluctuated from as high as 8:16 to 4:48. Call volume in the rural areas has ranged from 0 to 39 calls per year with a total of 56 incidents. Low risk, emergent EMS incidents in rural population densities are recorded an increase from 9 in 2023, to 39 in 2024. The department's performance for Low-Risk emergent EMS incidents in the urban population densities has fluctuated from 6:50 to 8:10. Call volume in the urban areas ranges from 43 to 53 calls per year with a total of 23 incidents.

The dramatic change in rural baselines is in part due to the small sample size, less than 10 incidents per year and one incident requiring a mutual aid response. Another factor is an increasing number of simultaneous calls requiring units to respond from stations further away than the primary stations.

Moderate Risk EMS: *1 Engine/Quint and 1 Medic (5 personnel)*
Moderate-risk EMS incidents continue to make up the majority of the department's call volume and have shown a consistent increase from 2020 through 2024. Despite this upward trend, total response times for the Effective Response Force (ERF) have remained relatively stable across both rural and urban areas during the same period.

A detailed summary of the department's performance may be found in Appendix D EMS Data Tables. Concentration Factors Table 3.0 shows annual compliance compared to the CRFD's adopted baselines for Moderate Risk EMS incidents. Concentration Factors Table 4.0 provides a summary of moderate risk EMS call volume by station and planning zone.

Concentration Factors Table 3.0

EMS: Moderate Risk	Rural ERF Compliance						Urban ERF Compliance					
	2020	2021	2022	2023	2024	AVG	2020	2021	2022	2023	2024	AVG
CRFD	80%	81%	76%	72%	79%	78%	80%	81%	76%	72%	77%	77%
Station 151	89%	93%	91%	87%	89%	90%	82%	84%	85%	81%	77%	82%
Station 152	41%	47%	33%	26%	30%	35%	71%	63%	64%	50%	21%	54%
Station 153	83%	91%	63%	78%	75%	78%	78%	79%	86%	82%	85%	82%
Station 154	85%	93%	94%	81%	89%	88%	81%	94%	84%	84%	78%	84%
Station 155	80%	82%	70%	75%	33%	68%	78%	79%	77%	68%	50%	70%
PZ1	94%	97%	93%	88%	93%	93%	84%	85%	85%	81%	81%	83%
PZ2	N/A	N/A	N/A	N/A	N/A	N/A	82%	76%	80%	81%	89%	77%
PZ3	85%	88%	82%	80%	79%	83%	83%	86%	88%	83%	79%	84%
PZ4	94%	93%	94%	92%	90%	93%	79%	83%	83%	83%	76%	81%
PZ5	80%	83%	84%	75%	35%	71%	78%	79%	80%	72%	66%	75%
PZ6	47%	88%	7%	50%	57%	50%	49%	29%	49%	42%	15%	37%
PZ7	41%	47%	38%	26%	11%	33%	71%	63%	64%	50%	15%	53%
PZ8	25%	0%	50%	20%	14%	22%	N/A	N/A	N/A	N/A	N/A	N/A
PZ9	33%	50%	100%	64%	86%	67%	86%	86%	89%	85%	82%	85%

Concentration Factors Table 4.0

EMS: Moderate Risk	Rural ERF Responses						Urban ERF Responses					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	469	561	768	570	532	2900	1780	1994	2292	2211	2588	10865
Station 151	135	152	226	208	171	892	573	633	721	687	798	3412
Station 152	89	125	147	27	21	409	79	87	114	213	250	579
Station 153	30	24	32	20	16	122	283	297	340	330	313	1563
Station 154	127	161	240	212	248	988	565	658	750	677	847	3497
Station 155	88	99	153	103	76	519	280	319	367	304	380	1650
PZ1	124	142	213	204	170	853	445	497	560	535	200	2521
PZ2	N/A	N/A	N/A	N/A	N/A	N/A	63	65	82	82	65	357
PZ3	13	17	17	14	19	80	248	275	327	259	161	1270
PZ4	127	161	235	198	241	962	419	518	556	515	639	2647
PZ5	88	98	128	107	72	493	280	300	312	284	260	1436
PZ6	17	8	28	2	8	63	35	41	52	91	120	339
PZ7	89	126	141	27	16	383	79	87	113	213	214	706
PZ8	8	5	6	4	4	27	N/A	N/A	N/A	N/A	N/A	N/A
PZ9	3	4	2	14	7	30	213	211	251	232	289	1196

The department recognizes the performance gaps for ERF arrival in PZ6, PZ7 & PZ8. The department has purchased property and begun station planning to address the performance gap in PZ6. The addition of Station 156 will significantly improve the distribution (1st arriving) performance in PZ6. However, much like station 152, there will still be a concentration (ERF) performance gap. The department will need to closely monitor the call volume, ERF performance and unit hour utilization to determine the need for additional resources in Station 152 and the coverage areas of Station 156 upon completion. With respect to PZ8, given the extremely low frequency of calls (< 10 per year), there are no plans to address the extended response times in that planning zone.

Moderate Risk EMS - MVC: *2 Engine/Quint and 1 Medic (6 personnel)*
In December 2021 the department updated its response plan and CTA for all MVC incidents, adding a second suppression unit to serve as a blocker. The blocker's function is to position several hundred yards before the incident scene to provide a safe working are for the apparatus committed to the scene. This data set does not include incidents on I-25, as any highway incident also includes the battalion chief. Concentration Factors Table 5.0 shows annual compliance compared to the CRFD's adopted benchmarks for Moderate Risk EMS-MVC incidents. Concentration Factors Table 6.0 provides a summary of moderate risk EMS call volume by station area.

Concentration Factors Table 5.0

EMS: MVC [ERF-6]	Rural ERF Compliance						Urban ERF Compliance					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	N/A	N/A	80%	75%	81%	79%	N/A	N/A	94%	71%	76%	80%
Station 151	N/A	N/A	100%	100%	100%	100%	N/A	N/A	100%	68%	79%	82%
Station 152	N/A	N/A	50%	0%	71%	40%	N/A	N/A	40%	3%	20%	21%
Station 153	N/A	N/A	100%	56%	100%	85%	N/A	N/A	83%	82%	62%	76%
Station 154	N/A	N/A	100%	92%	76%	89%	N/A	N/A	91%	50%	65%	69%
Station 155	N/A	N/A	67%	75%	80%	78%	N/A	N/A	100%	88%	75%	88%

Concentration Factors Table 6.0

EMS: MVC [ERF-6]	Rural ERF Responses						Urban ERF Responses					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	N/A	N/A	43	28	115	186	N/A	N/A	64	62	158	284
Station 151	N/A	N/A	4	2	5	11	N/A	N/A	14	19	32	65
Station 152	N/A	N/A	5	1	7	13	N/A	N/A	1	3	10	14
Station 153	N/A	N/A	4	4	3	11	N/A	N/A	10	11	21	42
Station 154	N/A	N/A	14	13	17	44	N/A	N/A	15	12	55	82
Station 155	N/A	N/A	16	8	11	35	N/A	N/A	24	17	40	81

With the recent update to the MVC response plan, the department will need to monitor system performance to ensure the additional of additional resources does not unduly affect performance if other areas.

High Risk EMS: *1 Engine/Quint, 1 Medic and 1 Chief (6 personnel)*

High risk EMS incidents are those that require additional personnel to provide effective patient care (Medical Assist ECHO). The frequency of these calls is relatively low, typically less than 50 per year. Additionally, given the duties of the battalion chief and their dynamic location, they may be responding from across the district causing a longer than normal response time. Furthermore, many Medical Assist ECHO incidents are reclassified after the initial dispatch as a Medical Assist CHARLIE or DELTA due to additional information gathered by the 911 call taker, leading to a longer response time for the battalion chief. Lastly, responses to the interstate are challenged by limited access points and heavy traffic approaching a crash scene. As previously discussed, the smaller the sample size, the more volatile the data, and therefore less reliable for planning or analysis. With that in mind, response times vary dramatically from year to year due to the low frequency.

Concentration Factors Table 7.0

EMS: High Risk	Rural ERF Compliance						Urban ERF Compliance					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	100%	80%	78%	100%	80%	88%	91%	94%	86%	83%	55%	82%
Station 151	100%	100%	50%	75%	80%	81%	92%	100%	93%	78%	85%	90%
Station 152	100%	50%	67%	50%	100%	73%	N/A	N/A	100%	13%	13%	42%
Station 153	100%	N/A	N/A	50%	N/A	75%	100%	83%	86%	60%	69%	80%
Station 154	N/A	100%	100%	83%	100%	96%	83%	91%	75%	60%	50%	72%
Station 155	100%	N/A	100%	63%	50%	78%	N/A	100%	80%	93%	47%	80%
PZ1	100%	100%	50%	75%	N/A	81%	92%	100%	100%	78%	82%	90%
PZ2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	100%	100%	83%	84%
PZ3	50%	N/A	N/A	100%	80%	77%	100%	83%	86%	55%	67%	78%
PZ4	N/A	100%	100%	80%	100%	95%	83%	88%	71%	63%	47%	70%
PZ5	100%	N/A	100%	63%	50%	78%	N/A	100%	75%	93%	67%	84%
PZ6	N/A	N/A	N/A	0%	0%	0%	100%	N/A	100%	100%	25%	81%
PZ7	100%	50%	67%	50%	100%	73%	N/A	N/A	0%	0%	14%	14%
PZ8	N/A	N/A	N/A	N/A	50%	50%	N/A	N/A	N/A	N/A	N/A	N/A
PZ9	N/A	N/A	N/A	100%	100%	100%	N/A	100%	50%	61%	63%	68%

Concentration Factors Table 8.0

EMS: High Risk	Rural ERF Responses						Urban ERF Responses					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	9	5	12	11	25	62	24	34	47	53	127	285
Station 151	2	2	3	4	10	21	14	15	17	25	40	111
Station 152	4	2	3	1	1	11	0	0	5	0	24	29
Station 153	2	0	0	1	0	3	4	6	8	10	14	42
Station 154	0	1	4	3	9	17	6	11	12	12	32	73
Station 155	1	0	2	2	5	10	0	2	5	6	17	30
PZ1	2	2	4	4	0	12	13	13	15	20	17	78
PZ2	N/A	N/A	N/A	N/A	N/A	N/A	0	1	1	2	7	11
PZ3	2	0	0	1	5	8	3	6	8	7	6	30
PZ4	0	1	4	2	8	15	6	8	11	6	19	50
PZ5	1	0	1	2	4	8	0	2	4	6	9	21
PZ6	0	0	1	0	1	2	1	0	1	3	8	13
PZ7	4	2	2	1	1	10	0	0	5	6	22	33
PZ8	0	0	0	0	2	2	N/A	N/A	N/A	N/A	N/A	N/A
PZ9	0	0	0	1	1	2	1	4	2	9	16	32

EMS Concentration Summary:
As the department's analysis becomes more geographically specific, there are identified areas that the department cannot meet its adopted baselines, specifically within PZ6, PZ7 and PZ8, and closely monitors those planning zones. The department has purchased land and begun the initial phases of station planning in PZ6. However, the in-service date of the future Station 156 has yet to be determined, but is expected to be in the 2025 – 2026 timeframe. The department will continue to monitor its performance in the proposed Station 156 and Station 152 areas against the thresholds outlined in the 2021 Fire Master Plan to determine when additional resources for these areas will be needed. Currently, PZ8 is rural, remote, and has an extremely low annual call volume. Consequently, there are no plans for a dedicated station in that planning zone. The department is monitoring planned and proposed growth in PZ8 to ensure that as the is planning zone develops, the department can provide adequate services based on the types and magnitude of risks planned.

Even with EMS being the majority of the department's call volume, the Low and High-risk EMS incidents are relatively low in volume and make it difficult to accurately trend performance or forecast needs. That said, trends for both low and high-risk EMS generally follow the moderate risk EMS trends for call distribution and location.

In addition to reviewing the response times by planning zone, the department reviews the frequency and average time that all three medic units are committed to an incident. Concentration Factors Table 9.0 shows the frequency and average time of when all three medic units are committed, as well as the number of times an out of district medic arrived on-scene.

Concentration Factor Table 9.0

	2020	2021	2022	2023	2024	avg. 20-24
CRFD Response Time	9:53	10:09	9:58	10:13	9:35	9:57
Mutual Aid Response Time	13:08	15:21	15:39	14:56	16:01	15:01
Frequency	88	115	139	148	163	131

Additionally, Concentration Factors Table 10.0 shows the time of day and day of week that all medic units are committed since 2014. The green indicates the lowest frequency, increasing from yellow to orange and red indicating the highest frequency. Based on this data, the highest frequency of all medic units committed is between the hours of 09:00 and 19:00. CRFD addresses this by having the dispatch center notify on-duty crews of a resource depletion on the primary dispatch channel. Upon this notification, the Battalion Chief, or other chief officer, can monitor current resources and call volume or request an automatic aid medic unit be moved into the district for coverage.

Concentration Factor Table 10.0

	1 Mon	2 Tue	3 Wed	4 Thu	5 Fri	6 Sat	7 Sun	Total
00:00-00:59	3	1	1	0	2	7	7	21
01:00-01:59	7	1	2	2	1	1	8	22
02:00-02:59	1	5	0	1	2	6	2	17
03:00-03:59	1	0	0	1	3	1	2	8
04:00-04:59	0	0	4	2	3	1	2	12
05:00-05:59	3	0	4	1	3	2	1	14
06:00-06:59	2	4	2	3	1	0	2	14
07:00-07:59	11	6	6	5	8	7	9	52
08:00-08:59	18	15	11	8	14	4	7	77
09:00-09:59	28	30	30	14	19	22	15	158
10:00-10:59	20	50	29	35	31	28	13	206
11:00-11:59	34	31	40	30	38	25	19	217
12:00-12:59	33	46	42	32	34	30	26	243
13:00-13:59	28	39	31	26	34	36	38	232
14:00-14:59	20	40	25	35	33	43	21	217
15:00-15:59	35	30	35	39	34	27	30	230
16:00-16:59	39	23	23	33	36	17	12	183
17:00-17:59	32	34	26	26	32	26	21	197
18:00-18:59	33	26	26	34	30	30	19	198
19:00-19:59	25	23	17	23	35	30	14	167
20:00-20:59	19	17	16	16	30	18	15	131
21:00-21:59	18	17	14	13	17	16	11	106
22:00-22:59	8	9	9	7	11	15	4	63
23:00-23:59	2	4	5	5	6	10	2	34
Total	420	451	398	391	457	402	300	2,819

Concentration Factors: Fire

The department experiences a relatively low percentage of fire incidents, 2.0% annually since 2007. Because of this low call volume, the performance analysis and trending are difficult, and can almost be done on a call-by-call basis. In fact, when elevating the ERF response for moderate and high-risk incidents, each incident is individually screened to ensure it meets the criteria. Additionally, each ERF time is reviewed for accuracy. If an ERF response includes confirmed erroneous or incorrect time values, it is excluded from the analysis. All Fire Suppression data tables may be found in the Appendix D Data Tables – Fire Suppression. Below is the summary and analysis of each fire risk level.

Fire Low Risk:

There are several types of low-risk fire incidents and response plans. Each incident type and its corresponding response plan is listed in Table 11.0 with the minimum number of personnel. Certain responses are non-emergent or contain a non-emergent unit. These response types are excluded from the analysis.

Concentration Factors Table 11.0	
Incident Type	Response Plan [Effective Response Force]
Down Power Line	1 Suppression Unit [ERF-3]
Residential Fire Alarm	1 Suppression Unit [ERF-3] *non-emergent*
Alarm Reset	1 Suppression Unit [ERF-3] *non-emergent*
Arcing Transformer	1 Suppression Unit [ERF-3]
Lightning Strike	2 Suppression Units [ERF-6]
Commercial Alarm	2 Suppression Units [ERF-6] *2nd due non-emergent*
Smoke Investigation Inside	2 Suppression Units [ERF-6]
Passenger Car / Pick-up Fire	2 Suppression Units [ERF-6]
Unattached Outbuilding Fire	2 Suppression, One Medic, 1 Chief [ERF-9]
Appliance Fire	2 Suppression, One Medic, 1 Chief [ERF-9]
Train Fire	2 Suppression, 1 Tender, One Medic, 1 Chief [ERF-10]

Low risk fire incidents (ERF-6, ERF-9, and ERF-10) account for 0.8% of all calls between 2020 – 2024. Between 2020 and 2024, CRFD was dispatched to 252 low risk fire suppression incidents. However, only 139 of those received an ERF, emergent with two or more units. A detailed description of the Critical Task Analysis for all incidents types can be found in Appendix B: Critical Task Analysis . Incidents requiring two suppression units (ERF-6) were selected to represent department compliance due to the number of responses. Concentration Factors Tables 12.0 and 13.0, shows the department's compliance to adopted benchmarks for both rural and urban population densities. The following table, Concentration Factors Table 14.0, details the annual call volume for low-risk fire incidents. As evidenced by Table 14.0, the low frequency and small sample size makes performance trending and forecasting impractical. A detailed summary of the department annual response data for all low-risk fire incidents may be found in Appendix E: Fire Suppression Data Tables.

Concentration Factors Table 12.0

Low Risk Fire: ERF 6	Rural						Urban					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	100%	73%	89%	89%	94%	89%	84%	75%	82%	83%	85%	82%
Station 151	77%	47%	59%	56%	52%	58%	46%	50%	53%	54%	53%	51%
Station 152	N/A	50%	80%	50%	50%	58%	100%	87%	98%	88%	95%	94%
Station 153	N/A	100%	100%	100%	N/A	100%	100%	85%	100%	88%	91%	93%
Station 154	47%	40%	59%	34%	23%	41%	100%	87%	98%	88%	95%	93%
Station 155	25%	20%	38%	50%	23%	31%	100%	93%	100%	95%	82%	94%

Concentration Factors Table 13.0

Low Risk Fire: ERF 6	Interstate					
	2020	2021	2022	2023	2024	Avg
CRFD	N/A	N/A	100%	70%	60%	77%
Station 151	N/A	N/A	100%	100%	60%	87%
Station 152	N/A	N/A	N/A	25%	50%	38%
Station 153	N/A	N/A	N/A	N/A	N/A	N/A
Station 154	N/A	N/A	N/A	100%	67%	83%
Station 155	N/A	N/A	N/A	N/A	N/A	N/A

Concentration Factors Table 14.0

Low Risk Fire ERF Incidents												
Low Risk Fire: ERF 6	Rural						Urban					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	1	19	37	28	29	114	100	108	159	124	156	647
Station 151	10	7	13	10	13	53	19	24	24	25	35	127
Station 152	0	1	4	1	3	9	27	27	43	29	36	162
Station 153	0	2	1	1	1	5	19	17	30	23	31	120
Station 154	9	8	16	13	9	55	27	27	43	29	36	162
Station 155	1	1	3	3	3	11	8	13	19	18	18	76

Low Risk Fire: ERF 6	Interstate					
	2020	2021	2022	2023	2024	Total
CRFD	N/A	N/A	3	7	6	16
Station 151	0	0	0	3	4	7
Station 152	0	0	0	0	1	1
Station 153	N/A	N/A	N/A	N/A	N/A	N/A
Station 154	0	0	0	0	2	2
Station 155	N/A	N/A	N/A	N/A	N/A	N/A

Fire: Moderate Risk:

There are several types of moderate risk fire incidents and response plans. Each incident type and its corresponding response plan is listed in Table 15.0 with the minimum number of personnel.

Concentration Factors Table 15.0: Moderate Risk Fire	
Incident Type	Response Plan [Effective Response Force]
Commercial Carrier Fire	2 Suppression, 1 HAZMAT, 1 Medic, 1 Chief [ERF-12]
Unattached Outbuilding Fire, Unhydranted	2 Suppression, 4 Tenders, 1 HAZMAT, 1 Medic, 1 Chief [ERF-13]
Residential Structure Fire, Hydranted	3 Suppression, 1 Aerial, 2 Medics, 2 Chiefs [ERF-18]
Residential Structure Fire, Unhydranted	3 Suppression, 1 Aerial, 4 Tenders, 2 Medics, 3 Chiefs [ERF-23]

Moderate risk structure fires [ERF-18] account for 0.3% of the call volume between 2019 - 2023. Since 2019, the department had 18 fires in which a full ERF arrived on scene. The following data tables reflect only residential structure fires. Between 2019 and 2023, the department responded to 18 moderate risk [ERF-12] fire with zero full ERF responses. However, this response plan was updated in 2022 to include a HAZMAT unit on the initial dispatch. The department responded to 15 moderate risk [ERF-13] fires, with zero full ERF responses

As seen in the Concentration Factor Tables 16.0, the department's compliance to adopted benchmarks varies dramatically from year to year. This is due to the extremely low frequency of moderate risk structure fires that receive an ERF, as shown in Concentration Factors Table 17.0. A detailed summary of each moderate risk fire responses ERF may be found in Appendix E: Fire Suppression Data Tables.

Concentration Factors Table 16.0

Moderate Risk Fire: ERF 18	Rural						Urban					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	0%	67%	0%	100%	67%	47%	29%	38%	37%	57%	40%	40%
Station 151	N/A	100%	0%	N/A	100%	67%	100%	25%	33%	75%	50%	57%
Station 152	0%	50%	0%	100%	N/A	38%	0%	100%	0%	N/A	0%	25%
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	60%	33%	40%	0%	33%	33%
Station 154	N/A	N/A	N/A	N/A	N/A	N/A	11%	25%	75%	50%	50%	42%
Station 155	N/A	N/A	0%	100%	50%	50%	0%	33%	17%	N/A	33%	21%

Concentration Factors Table 17.0

Low Risk Fire ERF Incidents												
Moderate Risk Fire: ERF 18	Rural						Urban					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	0	2	0	3	2	7	6	6	7	4	6	29
Station 151	N/A	1	0	N/A	1	2	2	2	1	3	2	10
Station 152	0	1	0	1	N/A	2	0	2	0	N/A	0	2
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	3	1	2	0	1	7
Station 154	N/A	N/A	N/A	N/A	N/A	N/A	1	1	3	1	3	9
Station 155	N/A	N/A	0	2	1	3	0	1	1	N/A	1	3

Fire: High Risk:
There are two types of high-risk fire incidents and response plans. Each incident type and its corresponding response plan is listed in Table 18.0 with the minimum number of personnel.

Concentration Factors Table 18.0: High Risk Fire	
Incident Type	Response Plan [Effective Response Force]
Commercial Structure Fire, Hydranted	4 Suppression, 1 Aerial, 2 Medics, 2 Chiefs [ERF-21]
Commercial Structure Fire, HAZMAT	4 Suppression, 1 Aerial, 1 HAZMAT, 2 Medics, 2 Chiefs [ERF-24]

High risk fires are fires that occur in commercial occupancies or multi-family structures and account for 0.16% of the annual call volume.

As seen in the Concentration Factor Tables 19.0, the department's compliance to adopted benchmarks varies dramatically from year to year. This is due to the extremely low frequency of high-risk structure fires that receive an ERF, as shown in Concentration Factors Table 20.0. A detailed summary of the department's annual response data for high-risk fire incidents, may be found in Appendix E: Fire Suppression Data Tables.

Concentration Factors Table 19.0

High Risk Fire: ERF 21	Rural						Urban					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	N/A	N/A	N/A	N/A	100%	100%	75%	9%	46%	34%	9%	35%
Station 151	N/A	N/A	N/A	N/A	100%	100%	25%	17%	67%	33%	17%	32%
Station 152	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0%	N/A	N/A	0%
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0%	N/A	N/A	0%
Station 154	N/A	N/A	N/A	N/A	100%	100%	100%	0%	50%	20%	0%	34%
Station 155	N/A	N/A	N/A	N/A	100%	100%	100%	N/A	20%	50%	N/A	57%

Concentration Factors Table 20.0

Low Risk Fire ERF Incidents												
High Risk Fire: ERF 21	Rural						Urban					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	N/A	N/A	N/A	N/A	3	3	3	1	4	3	1	12
Station 151	N/A	N/A	N/A	N/A	1	1	1	1	2	1	1	6
Station 152	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A	0
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	N/A	N/A	0
Station 154	N/A	N/A	N/A	N/A	1	1	1	0	1	1	0	3
Station 155	N/A	N/A	N/A	N/A	1	1	1	N/A	1	1	N/A	3

Fire Concentration Summary:

Since 2020, fire-related incidents have accounted for only 2% of CRFD's annual call volume. Due to this relatively low volume and the resulting small sample size, year-over-year performance trending and forecasting are subject to significant variability and are not considered statistically reliable.

To address this, the department has adopted a five-year time window to establish more meaningful baselines and benchmarks. However, even over a five-year span, the total number of fire incidents remains limited, which continues to introduce a high degree of volatility in performance data.

That said, the small number of incidents does allow for a qualitative benefit: each moderate- and high-risk fire suppression incident involving the Effective Response Force (ERF) can be individually reviewed. This detailed annual review allows the department to assess each incident for deviations from established baselines and identify opportunities for operational improvement.

The following incidents were excluded from the data analysis, along with the rationale for their exclusion:

Incident Exclusion list

Incident Number	Discussion	Risk Level
2017	No data exclusions in 2017 (updated CTA July 1 2017)	
2018-0062	Arrival time for E153 (58:53) is not correct. E153 arrived at the same time as DVC151 (14:59) per review of audio file.	Moderate Risk
2018-1595	Incident occurred at the time as a multiple alarm	Moderate Risk
2018-1723	Reclassified from COMMERCIAL FIRE ALARM to COMMERCIAL STRUCTURE FIRE @ 14:54 after alarm receipt	High Risk
2018-3161	Arrival time for DVC151 (31:10) is not correct. DVC151 arrived at roughly 10:00 per review of the audio file.	Moderate Risk
2018-4924	No arrival time logged in CAD for Q151 to complete the ERF. However, Q151 was on scene for 68 minutes and received assignments per the report narrative.	Moderate Risk
2019-0867	Reclassified from an OUTBUILDING FIRE to a RESIDENTIAL STRUCTURE FIRE @ 2:44 after alarm receipt	Moderate Risk
2020	No incidents excluded in 2020	
2021-4265	Reclassified CAR FIRE to RESIDENTIAL STRUCTURE FIRE upon arrival if first suppression unit	Moderate Risk
2022-2163	Arrival time for DVC151 (26:10) is incorrect. DVC151 arrived shortly after BA151 (7:47) and before Q155 (8:30). DVC151 arrival not acknowledge by dispatch or properly time stamped.	Moderate Risk
2023-0985	The arrival time for E39 at 12:03:03 (29.90) Is incorrect. Per review of the dispatch audio file, E39 arrived on scene at	Moderate Risk

	11:42:39, or 9:48 into the incident. This traffic was aired on the operations channel	
2023-1149	The arrival time for E153 at 23:33:30 (22.88) is incorrect. Per review of the dispatch audio file, E153 arrived at 23:10:17 or 10:10 into the incident. This traffic was aired on the operations channel	Moderate Risk
2023-1244	The arrival time for E36 at 03:22:40 (21:02) is incorrect. Per review of the dispatch audio file, E36 advised command they were level 1 staged at 03:22:40 (13:14) on the operations channel.	High Risk
2023-1690	Reclassified from an open area fire to building fire roughly 4 minutes after the initial dispatch of units.	High Risk
2023-2638	The arrival time for E153 at 14:16:42 (21.25) is incorrect. Per review of the dispatch audio file, E153 arrives at 14:06:26, or 10:16 into the incident. This traffic was aired on the operations channel	Moderate Risk
2023-3818	Reclassified from inside smoke investigation to residential structure fire roughly 3 minutes after the initial dispatch of units	Moderate Risk
2023-4077	Incident was reclassified from vehicle fire to residential structure fire roughly 3 minutes into the incident.	Moderate Risk

Furthermore, the department's Compliance Team conducts an evaluation of moderate and high-risk structure fires to review actions taken, incident narrative, and after-action reviews (when available) to determine compliance with standard operating guidelines and adopted CTAs. Based on the Compliance Team's latest review, they proposed the following changes to the existing response plans.

Recommendation	Status
Add new call type/response plan for APPLIANCE FIRE (moderate)	Implemented - 2021
Add new call type/response plan for UNCONFIRMED STRUCTURE FIRE for both moderate and high-risk categories.	Rejected

Concentration Factors: HAZMAT

Hazardous Materials (HAZMAT) incidents are the third most frequent incident type accounting for 2.9% of the department's annual call volume after EMS and "Other" respectively since 2007. The majority of the HAZMAT incidents fall into the low and moderate risk categories. The department maintains an "operations level" of service with all personnel trained and certified to the State of Colorado HAZMAT Operations level. The department has a number of personnel trained and certified to the State of Colorado HAZMAT Technician level, and maintains automatic and mutual aid agreements with all surrounding agencies as well as those along the Front Range to ensure sufficient resources can be called upon as needed. The detailed CTAs are found in Appendix B.

HAZMAT Low Risk:

Concentration Factors Table 21.0: Low Risk HAZMAT	
Incident Type	Response Plan [Effective Response Force]
LP/Gas Leak, Outside	1 Suppression [ERF-3]
Environmental Alarm	1 Suppression [ERF-3]
CO Alarm, Asymptomatic	1 Suppression [ERF-3]
Fuel Spill, less than 25 gallons	1 Suppression [ERF-3]

Low risk HAZMAT incidents include LP/gas leak outside, environmental alarm, fuel spills less than 25 gallons, and carbon monoxide alarms with no symptoms and accounts for 1.6% of the department's call volume for the evaluation period. Low risk HAZMAT incidents only require a single unit response, therefore the 1st arriving unit is the ERF. A detailed description of the Critical Task Analysis can be found in Appendix B: Critical Task Analysis.

Between 2020 and 2023, CRFD was dispatched to169 low risk HAZMAT incidents. Concentration Factors Table 22.0 shows the department's compliance to the adopted benchmarks for low-risk HAZMAT incidents. Concentration Factors Table 23.0 details the annual call volume for low-risk HAZMAT incidents. As evidenced by Table 23.0, the low frequency and small sample size makes performance trending and forecasting impractical. A detailed summary of the department's annual response data for low-risk HAZMAT incidents may be found in Appendix F: HAZMAT Data Tables.

Concentration Factors Table 22.0

HAZMAT: Low Risk [ERF-3]	Rural Incidents						Urban Incidents					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	100%	100%	100%	100%	100%	100%	N/A	N/A	95%	94%	99%	96%
Station 151	100%	N/A	N/A	100%	100%	100%	N/A	N/A	100%	100%	100%	100%
Station 152	N/A	N/A	100%	N/A	100%	100%	N/A	N/A	100%	50%	92%	81%
Station 153	N/A	N/A	N/A	N/A	100%	100%	N/A	N/A	90%	94%	100%	95%
Station 154	N/A	N/A	100%	100%	100%	100%	N/A	N/A	100%	100%	100%	100%
Station 155	N/A	N/A	N/A	100%	100%	100%	N/A	N/A	100%	100%	100%	100%

Concentration Factors Table 23.0

HAZMAT: Low Risk [ERF-3]	Rural Incidents						Urban Incidents					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	1	N/A	3	12	16	32	N/A	N/A	18	76	75	169
Station 151	1	N/A	N/A	4	6	11	N/A	N/A	3	14	8	25
Station 152	N/A	N/A	2	N/A	1	3	N/A	N/A	2	4	11	17
Station 153	N/A	N/A	N/A	N/A	2	2	N/A	N/A	9	15	13	37
Station 154	N/A	N/A	1	6	4	11	N/A	N/A	2	37	30	69
Station 155	N/A	N/A	N/A	2	3	5	N/A	N/A	2	6	13	21

HAZMAT Moderate Risk:

Concentration Factors Table 24.0: Moderate Risk HAZMAT	
Incident Type	Response Plan [Effective Response Force]
CO Alarm Symptomatic	1 Suppression, 1 Medic [ERF-5]
Chemical/Biological Investigation	1 Suppression, 1 HAZMAT, *1 Bureau non-emergent* [ERF-6]
Fuel Spill, greater than 25 gallons	1 Suppression, 1 HAZMAT, 1 Chief, *1 Bureau non-emergent* [ERF-7]
Chlorine Alarm	1 Suppression, 1 Medic, 1 HAZMAT [ERF-9]
LP/Gas Leak Inside	2 Suppression, 1 Medic, 1 Chief [ERF-9]
Gas Line Rupture	2 Suppression, 1 Medic, 1 Chief [ERF-9]

Moderate risk HAZMAT incidents include fuel spills greater than 25 gallons, LP/Gas leak inside, LP/Gas line rupture or cut, chemical/biological investigations, and carbon monoxide alarms with symptoms, and account for 2.1% of the department call volume for the evaluation period. The ERF for inside LP/gas line rupture was selected for this analysis because it requires the greatest number of resources and has the highest number of responses. Between 2019 and 2023, CRFD was dispatched to 657 moderate risk HAZMAT [ERF-8] incidents. However, only 387 of those received a full ERF. A detailed description of the Critical Task Analysis can be found in Appendix B: Critical Task Analysis. Concentration Factors Table 25.0 shows the department's compliance to adopted benchmarks. The following table, Concentration Factors Table 26.0, details the annual call volume for moderate risk HAZMAT incidents. A detailed summary of the department's annual response data for high-risk HAZMAT incidents may be found in Appendix F: HAZMAT Data Tables.

Concentration Factors Table 25.0

HAZMAT: Low Risk [ERF-9]	Rural Incidents						Urban Incidents					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	70%	76%	71%	72%	76%	73%	76%	88%	79%	74%	78%	79%
Station 151	50%	100%	71%	92%	90%	81%	67%	100%	80%	95%	90%	86%
Station 152	67%	83%	80%	71%	95%	79%	67%	83%	78%	71%	95%	79%
Station 153	86%	89%	75%	61%	44%	71%	86%	88%	71%	61%	44%	70%
Station 154	80%	100%	64%	68%	67%	76%	78%	100%	82%	64%	68%	78%
Station 155	100%	67%	75%	86%	74%	80%	N/A	N/A	100%	82%	77%	86%

Concentration Factors Table 26.0

HAZMAT: Moderate Risk [ERF-9]	Rural ERF Responses						Urban ERF Responses					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	21	22	34	95	98	270	19	15	27	72	87	220
Station 151	2	6	5	23	28	64	2	2	4	19	27	54
Station 152	4	5	8	15	21	53	4	5	7	12	21	49
Station 153	6	8	6	11	4	35	6	7	5	11	4	33
Station 154	8	1	12	28	31	80	7	1	9	16	25	58
Station 155	1	2	3	18	14	38	N/A	N/A	2	14	10	26

HAZMAT High Risk:

Concentration Factors Table 27.0: High Risk HAZMAT	
Incident Type	Response Plan [Effective Response Force]
HAZMAT	2 Suppression, 1 HAZMAT, 2 Medics, 1 Chief, *1 Bureau non-emergent* [ERF-14]

High risk HAZMAT calls are very rare. These incidents are limited to a hazardous materials release. It is important to note that the stated ERF is intended to determine the level of entry and/or complexity of the incident. If an entry is required that necessitates Level A or B protective ensemble, additional resources must be called. In early 2022, the department updated the High-Risk HAZMAT response plan to include a second medic unit. This increased the ERF from 5 apparatus and 12 people to 6 apparatus and 14 people. Due to this change, no incidents prior to 2022 meet the new ERF requirements. Since 2022, CRFD was dispatched to 13 high risk HAZMAT incidents. However, only three of those received an ERF. Concentration Factors Table 28.0 shows the department's compliance to adopted benchmarks for high-risk HAZMAT incidents. As evidenced by Table 29.0, the low frequency and small sample size makes performance trending and forecasting impractical. A detailed summary of the department annual response data for high-risk HAZMAT incidents may be found in Appendix F: HAZMAT Data Tables.

Concentration Factors Table 28.0

HAZMAT: High Risk ERF-14	Rural ERF Compliance						Urban ERF Compliance					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2022	2024	Avg
CRFD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	N/A	25%	100%
Station 151	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	N/A	0%	100%
Station 152	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0%	N/A
Station 154	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50%	50%
Station 155	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2022 High Risk HAZMAT added a Second Medic unit to the ERF												

Concentration Factors Table 29.0

HAZMAT: High Risk [ERF-14]	Rural ERF Responses						Urban ERF Responses					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	0	0	0	0	0	0	0	0	1	0	5	6
Station 151	0	0	0	0	0	0	0	0	1	0	2	3
Station 152	0	0	0	0	0	0	0	0	0	0	0	0
Station 153	0	0	0	0	0	0	0	0	0	0	1	1
Station 154	0	0	0	0	0	0	0	0	0	0	2	2
Station 155	0	0	0	0	0	0	0	0	0	0	0	0
2022 High Risk HAZMAT added a Second Medic unit to the ERF												

HAZMAT Concentration Factors Summary:

The low call volume for all HAZMAT incidents makes it impractical for any trend or forecasting analysis. Annually, the department individually reviews all high-risk HAZMAT ERF incidents to evaluate performance and determine if there was significant deviation from adopted baselines.

Incident Exclusion list

Incident Number	Discussion	Risk Level
2019-4260	Incident reclassified from FUEL SPILL to HAZMAT (UNKNOWN) at 2:33 after alarm receipt.	High Risk
2019-4844	After initial arrival, dues to conditions, units were instructed to respond non-emergent.	High Risk
2020	No incidents were excluded from the data set	
2021	No incidents were excluded from the data set	
	Updated Response plan	
2022 – 5708	Incident reclassified from ODOR INVESTIGATION to HAZMAT (UNKNOWN) and HM153 responded non-emergent	High Risk
2023-3241	The HAZMAT unit (HM153) responded non-emergent	High Risk

Concentration Factors: Wildland

The wildland fire risk is pervasive throughout the jurisdiction, and is highly weather dependent. The region experiences sustained winds and low humidity year-round. Because of the climate, the department responds to wildland fires throughout the year. Previously, there were four call types for wildland; outside smoke investigation, illegal/controlled burn, wildland fire [non-threatening], and wildland fire [threatening]. Effective March 1, 2022 the department implemented new wildland call types; outside smoke investigation, illegal/controlled burn, outside fire, small brush fire, large brush fire, and Wildland Interface Fire. The detailed CTAs are found in Appendix B: Critical Task Analysis.

Concentration Factors Table 30: Wildland	
Incident Type	Response Plan [Effective Response Force]
Smoke Investigation Outside Illegal/Controlled Burn Outside Fire	1 Suppression [ERF-3]
Small Brush Fire	1 Engine/Type III Brush, 1 Brush, 1 Medic, 1 Chief [ERF-9]
Large Brush Fire	3 Brush, 1 Engine, 2 Medics, 1 Tender, 2 Chiefs [ERF-19]
Wildland Interface Fire	3 Brush, 1 Engine, 1 Engine/Type III, 1 Tender, 2 Medics, 2 Chiefs [ERF-22]

Wildland Low Risk: 1 Suppression Company (3 personnel)

Low risk wildland incidents include outside smoke investigations and illegal/controlled burns, and accounts for 0.65% of the department call volume for the evaluation period. Between 2019 and 2023, CRFD responded (emergent) to 205 low risk wildland incidents. Concentration Factors Table 31.0 shows the department's compliance to adopted baselines for low-risk wildland incidents. The following table, Concentration Factors Table 32.0, details the annual call volume for low-risk wildland incidents. As evidenced by Table 32.0, the low frequency and small sample size makes performance trending and forecasting impractical. A detailed summary of the department's annual response data for low-risk wildland incidents may be found in Appendix G: Wildland Suppression Data Tables.

Concentration Factors Table 31.0

Wildland: Low Risk [ERF-3]	Rural Compliance						Urban Compliance					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	100%	100%	100%	89%	88%	94%	97%	100%	94%	96%	100%	97%
Station 151	100%	100%	100%	67%	50%	83%	86%	100%	83%	93%	100%	92%
Station 152	100%	N/A	100%	N/A	100%	100%	N/A	100%	100%	100%	100%	100%
Station 153	N/A	100%	N/A	100%	N/A	100%	100%	100%	100%	89%	100%	98%
Station 154	100%	100%	100%	100%	100%	100%	100%	100%	87%	100%	100%	97%
Station 155	100%	N/A	N/A	67%	100%	89%	100%	100%	100%	100%	100%	100%

Concentration Factors Table 32.0

Wildland: Low Risk [ERF-3]	Rural ERF Incidents						Urban ERF Incidents					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	5	6	9	6	5	31	21	30	46	40	50	187
Station 151	2	2	3	2	1	10	6	8	15	13	18	60
Station 152	1	N/A	2	N/A	1	4	N/A	2	3	3	3	11
Station 153	N/A	1	N/A	1	N/A	2	6	7	5	8	9	35
Station 154	1	3	4	1	1	10	7	9	13	8	16	53
Station 155	1	N/A	N/A	2	2	5	2	4	10	8	4	28

Wildland Moderate Risk: *1 Brush Truck, 1 Engine, 1 Medic and 1 Chief (9 personnel)*
Moderate risk wildland fires are vegetation fires that do not immediately threaten structures or improvements and account for 0.26% of department call volume for the evaluation period. In March 2022, the department updated its Critical Task Analysis and response plan to reflect recommendations from the CRFD Wildland and Compliance Teams, changing the response plan title to SMALL BRUSH FIRE and reducing the deployment to one brush truck, engine, medic, and chief. Given the deployment change reduced the number of apparatus responding to an incident, all data tables were updated to reflect the new response plan.

Between 2019 and 2023, CRFD responded (emergent) to 84 moderate risk wildland incidents, of which only 21 received a complete ERF. A detailed description of the Critical Task Analysis can be found in Appendix B: Critical Task Analysis . Concentration Factors Table 33.0 shows the department's compliance to adopted baselines for moderate risk wildland incidents. The following table, Concentration Factors Table 34.0, details the annual call volume for moderate risk wildland incidents. As evidenced by Table 34.0, the low frequency and small sample size makes performance trending and forecasting impractical. A detailed summary of the department's annual response data for moderate risk wildland incidents may be found in Appendix G: Wildland Suppression Data Tables.

Concentration Factors Table 33.0

Wildland: Moderate Risk [ERF-9]	Rural ERF Compliance						Urban ERF Compliance					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	N/A	100%	13%	100%	33%	39%	25%	0%	83%	100%	10%	44%
Station 151	N/A	N/A	25%	100%	N/A	63%	25%	0%	0%	100%	0%	25%
Station 152	N/A	N/A	N/A	N/A	33%	33%	N/A	N/A	N/A	100%	0%	50%
Station 153	N/A	N/A	N/A	N/A	0%	0%	N/A	N/A	100%	0%	0%	33%
Station 154	N/A	N/A	N/A	N/A	100%	100%	N/A	N/A	100%	50%	50%	67%
Station 155	N/A	N/A	0%	N/A	0%	0%	N/A	N/A	100%	N/A	0%	50%

Concentration Factors Table 34.0

Wildland: Moderate Risk [ERF-9]	Rural ERF Incidents						Urban ERF Incidents					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	0	2	1	0			5	2	10	4	16	37
Station 151	0	0	4	1	0	5	5	2	1	1	2	6
Station 152	0	0	0	0	3	3	0	0	0	1	4	5
Station 153	0	0	0	0	1	1	0	0	4	1	4	6
Station 154	0	0	0	0	1	1	0	0	0	2	4	6
Station 155	0	0	2	0	2	4	0	0	5	0	2	7

Wildland: High Risk: *3 Type III/VI Brush, 1 Engine, 2 Medic, I Tender, and 2 Chief (19 personnel)*
Prior to March 2022, high risk wildland fires were vegetation fires that immediately threaten structures or improvements. After March 2022, high risk wildland fire are fires that are larger than five acres at the time of notification. This change was made in large part to be consistent with regional deployment models. The updated ERF for the high-risk wildland fire increased both apparatus and personnel. Therefore, all incidents prior to March 2022, are no longer representative of the current deployment model. There were zero high risk wildland fire incidents after the March 2022.

A detailed description of the Critical Task Analysis can be found in Appendix B: Critical Task Analysis. There was one high risk wildland incident between 2018 -2021 that received a complete ERF. A detailed summary of the department's annual response data for moderate risk wildland incidents may be found in Appendix G: Wildland Suppression Data Tables.

Concentration Factors Table 35.0

Wildland: High Risk [ERF-19]	Rural ERF Compliance						Urban ERF Compliance					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 151	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 152	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 154	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 155	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
March 2022 High Risk [ERF-19] updated to include: 3 brush trucks, 1 engine, 2 medics, 1 tender, 2 chiefs												

Concentration Factors Table 36.0

Wildland: High Risk [ERF-19]	Rural ERF Incidents						Urban ERF Incidents					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	N/A	N/A	N/A	0	0	0	N/A	N/A	N/A	0	0	0
Station 151	N/A	N/A	N/A	0	0	0	N/A	N/A	N/A	0	0	0
Station 152	N/A	N/A	N/A	0	0	0	N/A	N/A	N/A	0	0	0
Station 153	N/A	N/A	N/A	0	0	0	N/A	N/A	N/A	0	0	0
Station 154	N/A	N/A	N/A	0	0	0	N/A	N/A	N/A	0	0	0
Station 155	N/A	N/A	N/A	0	0	0	N/A	N/A	N/A	0	0	0
March 2022 High Risk [ERF-19] updated to include: 3 brush trucks, 1 engine, 2 medics, 1 tender, 2 chiefs												

Wildland: Special Risk: *3 Type III/VI Brush, 2 Type I/II Engines, 1 Tender, 2 Medics, and 2 Chiefs (22 personnel)*

In addition to restructuring the wildland moderate and high-risk response plans, critical task analysis, and effective response forces, the department added a new response plan and risk level to its wildland program. This was largely due to information and experience gained through state and national wildland team deployments at experienced significant losses of structures. The new special risk response plan "WILDLAND INTERFACE FIRE" focuses on structure protection and evacuation ahead of direct fire attack. There were no special risk wildland incidents since March 2022 when the response plan became active.

Wildland Concentration Factors Summary:

The low call volume for all wildland fire incidents makes it impractical for any trend or forecasting analysis. Annually, the department individually reviews all moderate and high-risk wildland ERF incidents to evaluate performance and determine if there was significant deviation from adopted baselines.

Incident Exclusion list

Incident Number	Discussion	Risk Level
2017-3087	Incident was reclassified from OUTSIDE SMOKE INVESTIGATION to BRUSH FIRE (NT) at 5:19 after alarm receipt	Moderate
2017-3213	Incident was reclassified from SMOKE INVESTIGATION to BRUSH FIRE (NT) at 4:41 after alarm receipt	Moderate
2017-5064	After initial arrival, due to conditions, units were instructed to respond non-emergent.	High
2018-2940	Incident was reclassified from multiple times due to conflicting information from reporting parties.	Moderate
2019-2772	Data entry error in CAD: units arrived to staging and were held until weather (lightning) cleared. CAD times reflect time release from staging, not arrival on-scene.	Moderate

2020-0236	Data entry error in CAD: CAD reports the final apparatus (BR39) arriving at 15:42. However, METCOM (the unit's primary dispatch center) has the unit arriving at 15:33, a nine-minute difference. This would have made the ERF arrival time 13 minutes instead of the reported 22 minutes.	High
2021-4123	After initial arrival, due to conditions, units were instructed to respond non-emergent.	High
	March 2022 Updated response plan / effective response force	
2022-3310	Incident was reclassified from outside smoke investigation	High
2023-3670	Arrival time of MED154 incorrect. Per incident narrative, MED154 was assigned to the northern most fire early in the incident.	High
2023-4418	Incident was located in Waverton Ranch area and arrival time for E39 is incorrect	Moderate

Concentration Factors: Technical Rescue

Generally speaking, technical rescue incidents are considered low frequency / high risk incidents. As such, they typically require multiple companies, special equipment and technical knowledge/expertise to effect rescues in the safest manner possible for both the victim and rescuers. As defined in Section D, Services Provided, technical rescue incidents include:

Concentration Factors Table 37.0: Technical Rescue	
Incident Type	Response Plan [Effective Response Force]
Elevator Rescue	1 Suppression [ERF-3] Non-Emergent
Entrapment	1 Suppression, 1 Medic, 1 Chief [ERF-6]
Dive 2 / Recovery	1 Suppression, 1 Dive Rescue, 1 Chief [ERF-7]
Hi/Lo Angle Rescue	1 suppression, 1Aerial, 1 Medic, 1 Chief [ERF-9]
MVC Extrication	2 Suppression, 1 Rescue/Advanced Extrication, 2 Medics, 1 Chief [ERF-11]
Ice Rescue or Dive 3 Recovery	2 Suppression, 1 Squad, 1 Dive Rescue, 2 Medics, 2 Chiefs [ERF-18]
Trench Collapse	2 suppression, 1 Aerial, 1 Squad & Collapse Trailer, 1 HAZMAT, 2 Medics, 2 Chiefs [ERF-21]
Confined Space Rescue	3 Suppression, 1 Aerial, 1 HAZMAT, 2 Medics, 2 Chiefs [ERF-21]
Building Collapse	3 Suppression, 1 Aerial, 1 Squad &Collapse Trailer, 1 HAZMAT, 2 Medics, 2 Chiefs [ERF-24]

Technical Rescue Low Risk:
Low risk technical rescue incidents are typically dispatched as an entrapment or parties trapped in an elevator and received an emergent response, and account for 0.10% of the department call volume for the evaluation period. A detailed description of the Critical Task Analysis can be found in Appendix B: Critical Task Analysis. Concentration Factors Table 38.0 shows the department's compliance to adopted baselines for low-risk technical rescue incidents. The following table, Concentration Factors Table 39.0, details the annual call volume for low-risk technical rescue incidents. As evidenced by Table 39.0, the low frequency and small sample size makes performance trending and forecasting impractical. A detailed summary of the department's annual response data for low-risk technical rescue incidents may be found in Appendix H: Technical Rescue Data Tables.

Concentration Factors Table 38.0

Tech Rescue: Low Risk [ERF-6]	Rural ERF incidents						Urban ERF Incidents					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	0	0	1	1	0	2	2	2	1	4	3	12
Station 151	0	0	0	0	0	0	2	0	1	1	1	5
Station 152	0	0	1	1	0	2	0	0	0	0	0	0
Station 153	0	0	0	0	0	0	0	1	0	0	0	1
Station 154	0	0	0	0	0	0	0	1	0	3	2	6
Station 155	0	0	0	0	0	0	0	0	0	0	0	0

Concentration Factors Table 39.0

Tech Rescue: Low Risk for [ERF-6]	Rural ERF Compliance						Urban ERF Compliance					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	100%	N/A	N/A	100%	N/A	100%	100%	0%	100%	75%	75%	70%
Station 151	N/A	N/A	N/A	N/A	N/A	N/A	100%	N/A	100%	100%	100%	100%
Station 152	N/A	N/A	100%	100%	N/A	100%	N/A	N/A	N/A	N/A	N/A	N/A
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	N/A	N/A	100%
Station 154	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0%	N/A	100%	50%	50%
Station 155	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Technical Rescue Moderate Risk:

Moderate risk technical rescue incidents include HI/LO angle rope rescue, extrication of victims from machinery, extrication/rescue other, or MVC with extrication and accounts for 0.3% of the department's call volume for the evaluation period. Between 2019 and 2023, CRFD was dispatched to a total of 97 moderate risk technical rescue incidents. Of those 88 were MVCs with a reported extrication and 9 HI/LO angle rope rescues, 19 incidents required a full ERF to mitigate the incident, 17 MVC with extrication and 2 HI/LO angle rope rescues. The ERF for MVC Extrication [ERF-11] was selected because it was the only incident type that received more the one ERF response during the evaluation period. The MVC Extrication ERF was updated in late 2021 adding a second suppression unit to serve as a blocker. Therefore, only data 2022 and later data is representative of the current ERF. A detailed description of all the Critical Task Analysis can be found in Appendix B: Critical Task Analysis. Concentration Factors Table 40.0 shows the department's compliance to adopted baselines for moderate risk technical rescue incidents (extrication). The following table, Concentration Factors Table 41.0 (extrication), details the annual call volume for moderate risk technical rescue incidents. As evidenced by Table 41.0, the low frequency and small sample size makes performance trending and forecasting impractical. A detailed summary of the department's annual response data for low-risk technical rescue incidents may be found in Appendix H: Technical Rescue Data Tables.

Concentration Factors Table 40.0

Tech Rescue: MVC: Extrication	Rural						Urban					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	N/A	N/A	0%	33%	67%	33%	N/A	N/A	100%	75%	42%	72%
Station 151	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	50%	0%	25%
Station 152	N/A	N/A	N/A	100%	N/A	100%	N/A	N/A	N/A	N/A	100%	100%
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	0%	50%
Station 154	N/A	N/A	N/A	0%	33%	17%	N/A	N/A	N/A	100%	N/A	100%
Station 155	N/A	N/A	N/A	50%	100%	75%	N/A	N/A	100%	N/A	67%	83%

Concentration Factors Table 41.0

Tech Rescue: MVC: Extrication	Rural						Urban					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	2	0	1	3	4	7	1	5	2	4	6	18
Station 151	0	0	0	0	0	0	0	1	0	2	3	5
Station 152	0	0	0	1	0	1	0	0	0	0	1	1
Station 153	0	0	0	0	0	0	0	2	0	1	2	5
Station 154	0	0	0	1	3	4	1	1	0	1	0	3
Station 155	0	0	0	1	1	2	0	1	2	0	3	6

Technical Rescue High Risk:
High risk technical rescue incidents include any incidents that include dive, trench, confined space, collapse, or water/ice rescues. The ERF for these incidents varies depending on the type and complexity of the event and are detailed in the Appendix B: Critical Task Analysis . Between 2017 and 2020, there were no high-risk technical rescue incidents that received an ERF.

Concentration Factors Table 42.0

Tech Rescue: High Risk	Rural						Urban					
	2020	2021	2022	2023	2024	Avg	2020	2021	2022	2023	2024	Avg
CRFD	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	100%
Station 151	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 152	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 153	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Station 154	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	100%	100%
Station 155	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Concentration Factors Table 43.0

Tech Rescue: High Risk	Rural						Urban					
	2020	2021	2022	2023	2024	Total	2020	2021	2022	2023	2024	Total
CRFD	0	0	0	0	0	0	0	0	0	0	0	0
Station 151	0	0	0	0	0	0	0	0	0	0	0	0
Station 152	0	0	0	0	0	0	0	0	0	0	0	0
Station 153	0	0	0	0	0	0	0	0	0	0	0	0
Station 154	0	0	0	0	0	0	0	0	0	0	1	1
Station 155	0	0	0	0	0	0	0	0	0	0	0	0

Technical Rescue Concentration Factors Summary:
As with other services, the low call volume for all technical rescue incidents makes it impractical for any trend or forecasting analysis. The department will monitor these incidents as they occur as they present a very low frequency and high-risk service type.

Incident Exclusion list

Incident Number	Discussion	Risk Level
2020-1231	Incident was reclassified from a MEDICAL ASSIST 3:13 after the initial alarm receipt a HI/LO ANGLE RESCUE	Moderate
2020-1751	Incident was reclassified from a MEDICAL ASSIST after 14:23 the initial alarm receipt to a CONFINED SPACE RESCUE	High
2021	No incidents were excluded in 2021	
2022	No incidents were excluded in 2022	
2023	No incidents were excluded in 2023	

Concentration Factor: Summary

Generally speaking, with the exception of EMS, CRFD does not have sufficient ERF call volume to generate an adequate sample size to perform statistically stable trending or forecasting analysis, even using a five-year time window. That said, CRFD will continue to evaluate and report all service and risk levels on an annual basis. Additionally, the department will review all moderate and high-risk ERF incidents for Fire, HAZMAT, Technical Rescue, and Wildland to verify compliance to adopted performance standards, monitor potential trends, and report on an annual basis.

Reliability Factors

For the purpose of this study, "Reliability" shall be defined as the ability of the first due suppression company (engine or quint) to respond to calls within its primary response area or station district. Reliability is reported as a simple percentage (percent time assigned unit was first on scene in its district). Beyond reliability, the department examined the travel time delta, the difference in time between the in-station suppression unit and out-of-station suppression unit to gain a better understanding on the impact of units not being available for calls within their 1st due response area. In addition to the reliability and travel time delta, it is important to understand what units are responding in place of the first due company when that company is otherwise occupied. Lastly, the department examined each company's hourly utilization, or in other words, what percentage of each hour was a company engaged in an incident.

The following information details each of the department's suppression companies' reliability from 2020 through 2024. There are four tables and two charts for each apparatus. The first table shows the percentage of reliability by year and overall. The second table shows that travel time delta in minutes and seconds (MM:SS) with a chart depicting the five-year trend. The third is a chart showing the number of incidents within a station area that the 1st due unit was not the unit assigned to that station. The fourth table shows the unit hour utilization (UHU) for each apparatus by hour of the day. Green indicates a lower UHU while yellow and orange indicate a higher UHU. Red shows the highest UHU for that apparatus. The higher the UHU, the less reliable that unit is - due to being committed to other incidents. In addition, this UHU data is limited only to in-service or out of service. The department cannot track why a unit was out of service, i.e., calls, training, public education, maintenance, etc. Currently, the department is not aware of any automated method to account for a unit's non-emergent commit time.

Typical fire service UHU for medic units is between 25% and 30%. When a unit exceeds 30% UHU, then consideration must be given on how to reduce the UHU. This can be done by reassigning response zones to reduce call volume, adding an additional unit in that response zone, adding an additional unit in the overall service area, etc. In addition to medic unit UHU, the department is reviewing the frequency and average time that all three medic units are committed.

Quint 151

Quint 151 achieved an average reliability rate of 80.7%, indicating it was the first unit on scene within its district in just over 8 out of 10 incidents. Its average Unit Hour Utilization (UHU) was 14.2%, with a peak UHU of 14.5%, reflecting a higher operational workload compared to other units and districts.

Over the past several years, Quint 151's UHU has shown fluctuation, ranging from a low of 6.9% in 2020 to a high of 14.2% in 2024, as detailed in Reliability Factors Table 4.0.

When Quint 151 is unavailable or committed to another incident, it receives primary support from Engine 152. According to Section D: Distribution Factors, 14.5% of Station 151's calls occur simultaneously, highlighting the station's elevated call concurrency and demand.

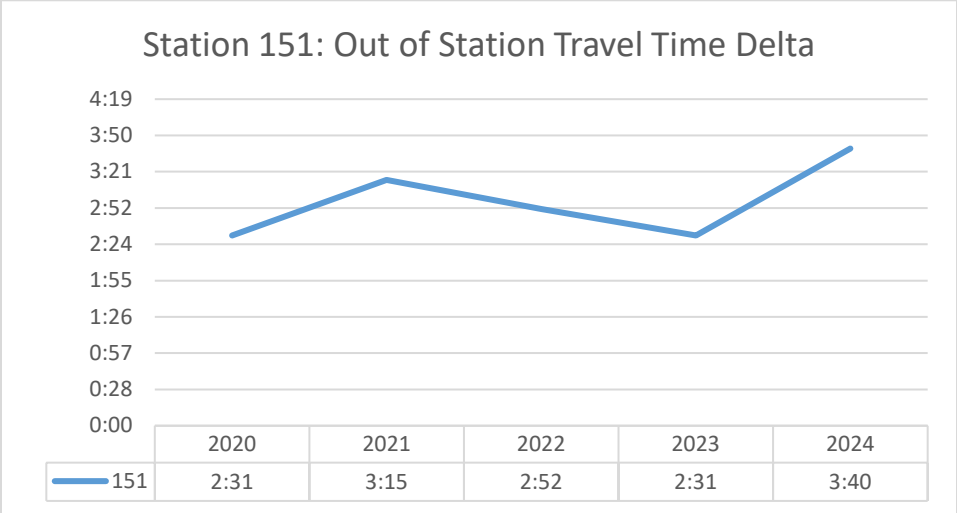
When Quint 151 is not the first unit to arrive, the average response time delta is approximately 3 minutes and 40 seconds (3:40), as shown in Reliability Factors Table 2.0. This underscores the critical role of Quint 151's availability in maintaining efficient response times within its district.

Reliability Factor Table 1.0: Q151 Reliability

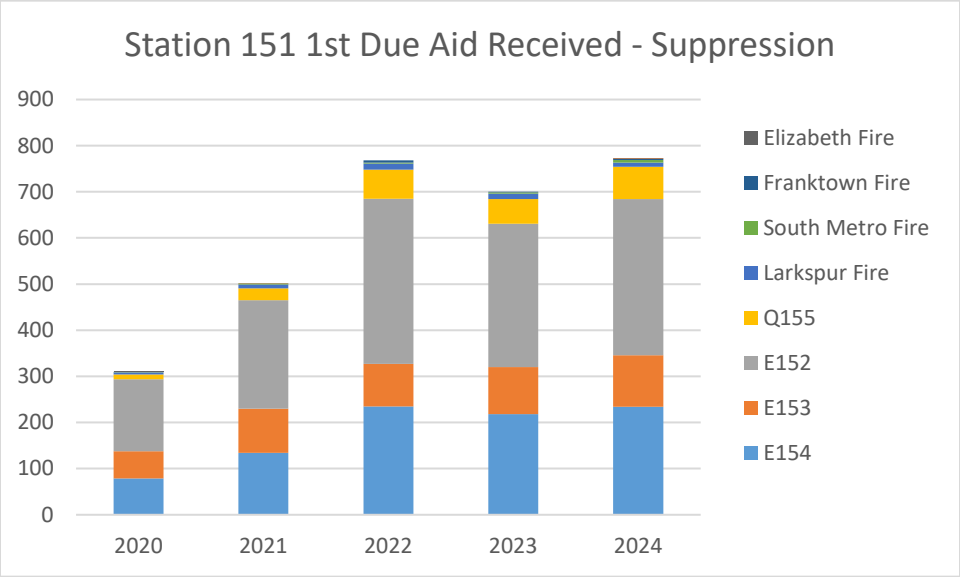
	2020	2021	2022	2023	2024	2020-2024
Q151	88.6%	85.8%	84.8%	83.1%	61.2%	80.70%

Reliability Factor Table 2.0: Travel Time Delta

	2020	2021	2022	2023	2024	2020-2024
151	2:31	3:15	2:52	2:31	3:40	2:57



Reliability Factor Table 3.0



Reliability Table 4.0: Q151 UHU

E/Q151	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Overall
2020	4.3%	4.9%	2.4%	2.6%	1.9%	3.1%	3.7%	4.3%	7.3%	7.7%	7.6%	9.1%	9.9%	12.0%	9.3%	12.1%	10.2%	9.3%	10.1%	9.1%	8.6%	7.8%	4.4%	4.7%	6.9%
2021	4.6%	4.4%	3.2%	3.7%	4.1%	3.0%	4.3%	7.1%	6.8%	7.2%	10.7%	12.9%	14.7%	13.3%	12.3%	8.9%	10.1%	10.3%	10.8%	9.6%	7.8%	7.7%	6.4%	4.1%	7.8%
2022	7.4%	4.6%	4.7%	4.1%	5.3%	4.9%	5.8%	6.9%	9.7%	11.1%	14.4%	12.9%	11.6%	14.2%	14.6%	13.2%	13.4%	12.7%	13.3%	11.1%	11.6%	9.0%	9.2%	7.3%	9.7%
2023	4.7%	4.7%	4.4%	3.5%	4.2%	3.8%	4.1%	7.7%	12.6%	10.1%	10.7%	14.8%	15.6%	14.1%	14.2%	12.4%	11.6%	12.3%	12.9%	11.1%	11.5%	8.4%	6.9%	4.6%	9.2%
2024	13.8%	12.8%	15.3%	12.8%	16.3%	9.7%	15.4%	14.3%	13.5%	13.3%	15.0%	14.5%	17.7%	16.3%	12.2%	14.0%	13.7%	14.0%	14.7%	15.0%	14.0%	14.6%	14.9%	13.5%	14.2%

Engine 152

Engine 152 maintained an average reliability rate of 89.2%, meaning it was the first arriving unit on scene in its district for nearly nine out of ten incidents. Its average Unit Hour Utilization (UHU) was 6.2%, with a peak UHU of 6.6%, indicating relatively moderate operational demand.

When Engine 152 is unavailable or already committed to an incident, Quint 151 most frequently provides primary support. As outlined in Section D: Distribution Factors, approximately 5.2% of Station 152's calls occur simultaneously—highlighting occasional overlap in incident demand.

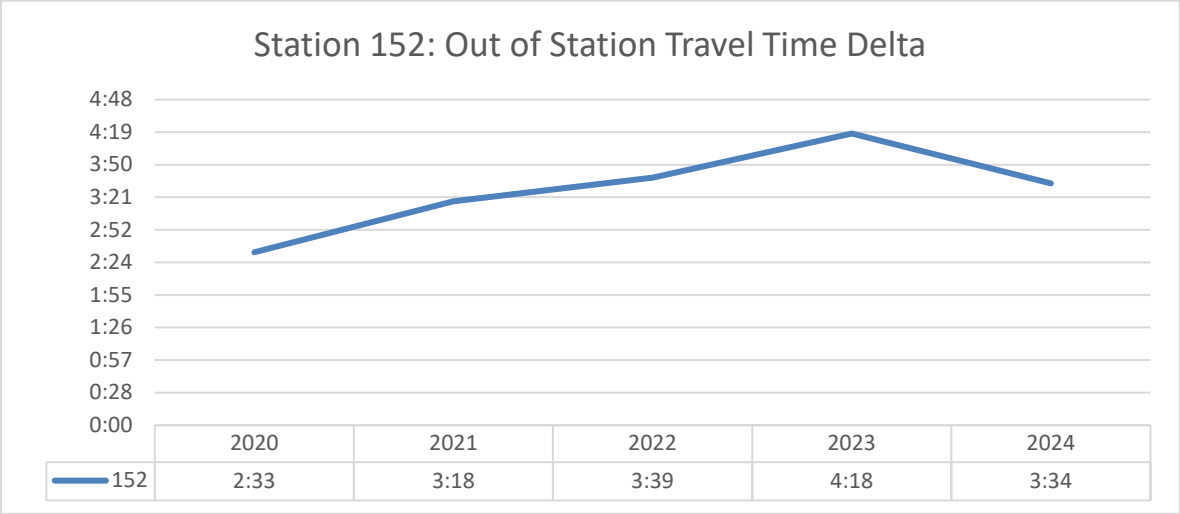
When Engine 152 is not the first unit to arrive, the response time delay—or travel time delta—averages just over 4 minutes (4:07), as detailed in Reliability Factors Table 6.0. This highlights the importance of Engine 152's availability in maintaining optimal response times.

Reliability Factor Table 5.0

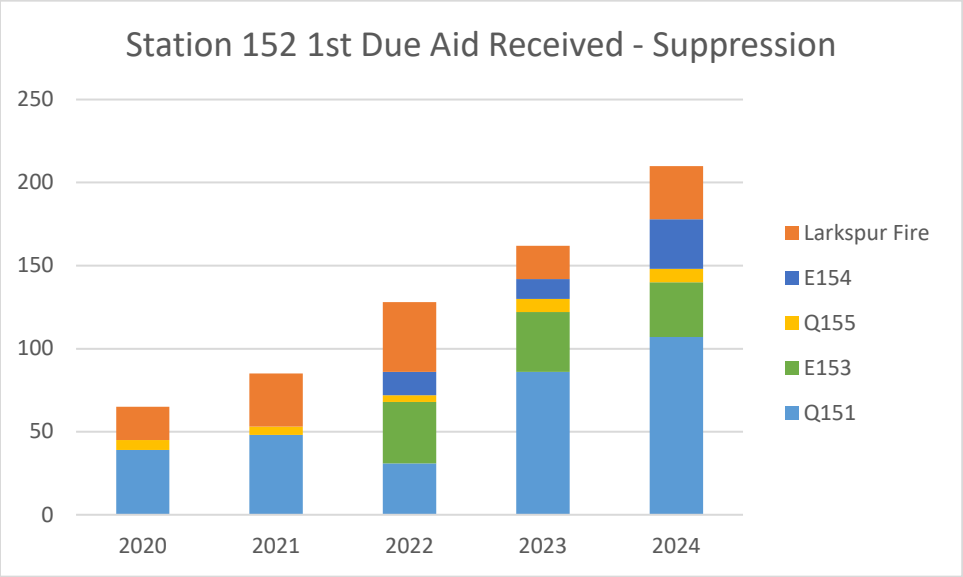
	2020	2021	2022	2023	2024	2020-2024
E152	98.4%	86.8%	87.4%	90.5%	89.11	90.44%

Reliability Factor Table 6.0: Travel Time Delta

	2020	2021	2022	2023	2024	2020-2024
152	2:33	3:15	3:39	4:18	4:07	3:34



Reliability Factor Table 7.0 E152



Reliability Factor Table 8.0

E152	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Overall
2020	1.4%	1.5%	1.0%	1.3%	1.1%	1.3%	2.1%	1.5%	2.9%	3.0%	3.5%	4.9%	4.6%	4.0%	3.1%	5.6%	4.3%	2.6%	3.6%	2.8%	2.8%	3.5%	1.8%	1.9%	2.8%
2021	1.6%	1.1%	1.1%	0.9%	1.2%	1.1%	1.9%	2.2%	3.7%	6.2%	6.3%	7.4%	8.6%	5.9%	5.2%	5.0%	5.3%	3.7%	4.1%	3.8%	4.0%	3.7%	2.9%	2.1%	3.7%
2022	3.4%	2.7%	1.7%	2.7%	1.6%	2.5%	1.6%	4.9%	4.2%	7.2%	13.7%	6.4%	4.8%	6.0%	7.1%	6.9%	4.1%	6.0%	7.3%	5.8%	4.1%	4.5%	3.1%	2.4%	4.8%
2023	1.9%	1.6%	1.2%	1.1%	1.8%	1.6%	1.1%	4.2%	5.2%	5.8%	8.4%	6.0%	5.1%	7.5%	5.3%	4.8%	6.2%	4.0%	5.8%	7.0%	3.7%	4.0%	2.6%	2.2%	4.1%
2024	5.9%	5.2%	5.1%	4.7%	4.0%	5.8%	5.6%	7.3%	6.1%	7.4%	6.8%	8.7%	5.4%	6.4%	7.4%	6.6%	6.4%	6.7%	6.4%	5.2%	6.0%	6.6%	5.9%	7.0%	6.2%

Engine 153

Engine 153 recorded an average reliability rate of 79.92%, meaning it was the first arriving unit for roughly 8 out of every 10 incidents in its designated district. Its average Unit Hour Utilization (UHU) was 5.7%, with a peak UHU of 6%, indicating a moderate overall workload.

Since 2020, Engine 153's UHU has shown year-to-year variability, ranging from a low of 2.9% in 2020 to a high of 5.7% in 2024, as noted in Reliability Factors Table 12.0.

When Engine 153 is unavailable or committed to another call, Quint 151 serves as the primary support unit. According to Section D: Distribution Factors, 6.1% of Station 153's calls occurred simultaneously, pointing to occasional overlap in call demand.

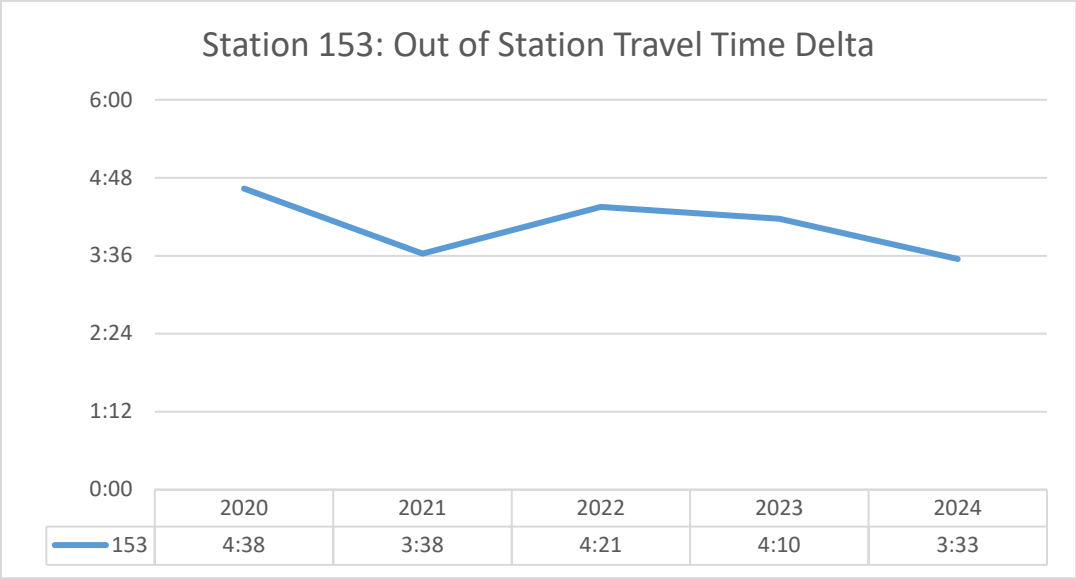
In instances where Engine 153 is not the first apparatus to arrive on scene, the average response time delta is just over four minutes (4:04), as detailed in Reliability Factors Table 10.0. This emphasizes the importance of Engine 153's availability in maintaining timely emergency response for calls for service occurring in their district.

Reliability Factor Table 9.0

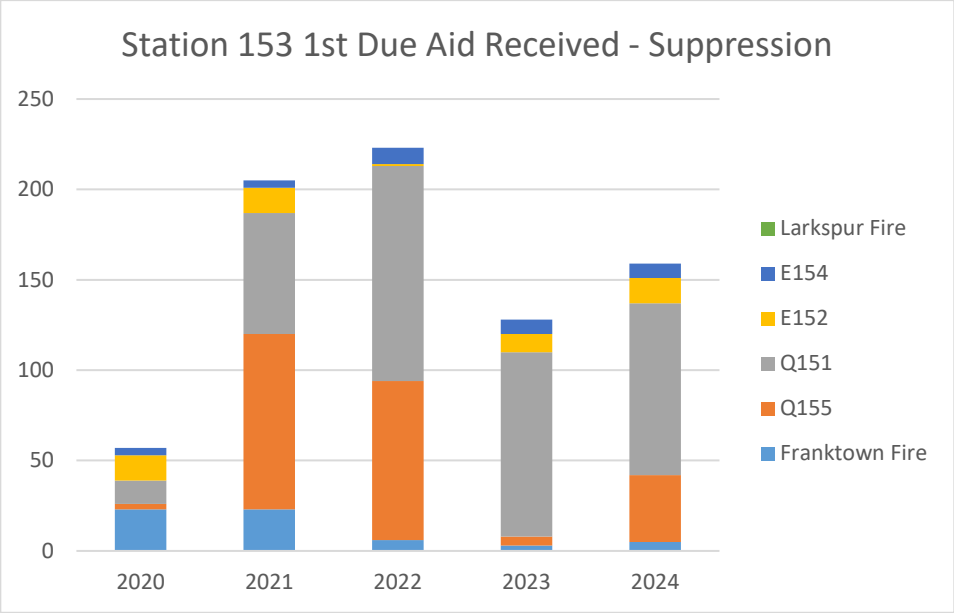
	2020	2021	2022	2023	2024	2020-2024
E153	70.6%	80.5%	81.2%	74.9%	92.39%	79.92%

Reliability Factor Table 10.0: Travel Time Delta

	2020	2021	2022	2023	2024	2020-2024
153	4:38	3:38	4:21	4:10	3:33	4:04



Reliability Factor Table 11.0



Reliability Factor Table 12.0

E153	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Overall
2020	1.8%	1.8%	2.2%	1.7%	1.2%	0.9%	1.6%	2.1%	3.1%	3.2%	3.2%	4.4%	3.4%	5.6%	3.3%	5.8%	3.9%	3.2%	4.8%	3.3%	2.5%	3.5%	1.8%	1.7%	2.9%
2021	1.6%	1.2%	1.5%	0.9%	1.3%	0.9%	1.8%	2.7%	4.1%	3.0%	4.9%	7.9%	4.3%	5.6%	5.1%	4.6%	3.3%	4.7%	4.0%	4.0%	1.9%	3.7%	2.1%	2.4%	3.2%
2022	5.8%	2.8%	1.5%	1.3%	1.1%	1.5%	1.6%	1.9%	5.6%	5.7%	6.3%	5.8%	4.8%	4.4%	6.6%	6.1%	3.8%	4.4%	4.1%	3.2%	4.8%	3.2%	4.5%	2.5%	3.9%
2023	2.1%	1.1%	1.5%	1.6%	1.8%	0.8%	2.3%	2.1%	4.4%	4.2%	4.7%	5.4%	5.1%	5.3%	4.8%	3.8%	4.1%	4.8%	3.9%	4.1%	5.0%	3.8%	2.4%	1.8%	3.4%
2024	6.69%	6.89%	3.24%	8.51%	4.84%	3.88%	4.38%	5.38%	4.78%	6.3%	5.6%	6.1%	4.7%	6.5%	6.2%	6.6%	6.2%	5.4%	6.6%	5.2%	6.2%	7.14%	6.15%	4.38%	5.7%

Engine 154

Engine 154 reported an average reliability rate of 87.06%, meaning it was the first arriving unit on scene in its district for nearly 9 out of 10 calls. It had a notably high average Unit Hour Utilization (UHU) of 15.9%, with a peak UHU of 14.8%, suggesting sustained operational demand throughout the year, as shown in Reliability Factors Table 14.0.

When Engine 154 is unavailable or already engaged in another incident, Quint 155 provides primary support coverage. According to Section D: Distribution Factors, 16% of Station 154's calls occurred simultaneously, indicating a high level of call concurrency compared to other stations.

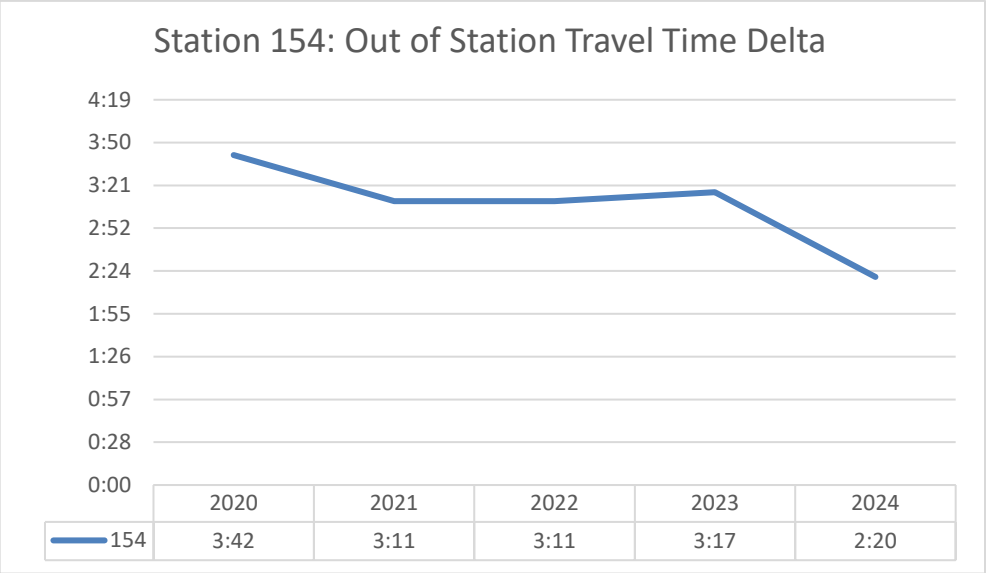
When Engine 154 is not the first unit to arrive, the response time delta averages 2 minutes and 20 seconds (2:20), as detailed in Reliability Factors Table 14.0. This relatively short delay reflects both the geographic proximity and effective support coverage by neighboring units, though it also underscores the importance of maintaining Engine 154's availability given its high utilization rate.

Reliability Factor Table 13.0: E154 Reliability

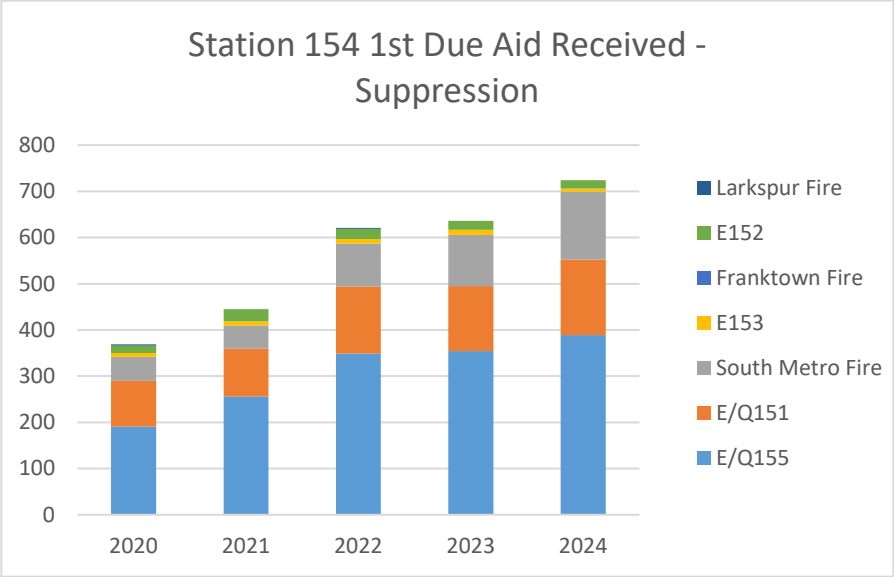
	2020	2021	2022	2023	2024	2020-2024
E154	87.9%	86.8%	87.4%	86.0%	87.21%	87.06%

Reliability Factor Table 14.0 E154 Travel Time Delta

	2020	2021	2022	2023	2024	2019-2023
154	3:42	3:11	3:11	3:17	2:20	3:08



Reliability Factor Table 15.0: E154 Aid



Reliability Factor Table 16.0: E154 UHU

E154	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Overall
2020	4.1%	2.9%	3.7%	1.9%	2.6%	3.2%	4.2%	5.3%	7.1%	9.0%	6.7%	10.4%	8.4%	9.6%	10.2%	9.6%	9.3%	9.3%	8.0%	7.8%	7.0%	6.9%	6.7%	6.6%	6.7%
2021	5.1%	6.0%	3.7%	3.3%	2.8%	4.0%	3.7%	6.7%	7.9%	8.1%	11.1%	12.0%	10.8%	9.9%	10.1%	10.8%	8.7%	9.2%	9.0%	8.7%	7.7%	8.9%	7.2%	5.7%	7.5%
2022	5.9%	4.9%	4.4%	3.8%	4.2%	3.8%	5.9%	8.2%	10.4%	12.2%	13.7%	11.7%	11.6%	13.1%	13.3%	16.9%	12.2%	21.9%	11.9%	9.9%	10.0%	9.3%	8.6%	7.4%	9.8%
2023	5.4%	5.1%	3.5%	2.9%	4.2%	4.9%	4.4%	9.1%	9.4%	11.0%	13.5%	12.0%	14.3%	16.1%	12.0%	10.0%	10.7%	12.7%	13.9%	10.6%	12.5%	8.9%	6.7%	5.6%	9.1%
2024	15.0%	17.9%	19.0%	16.2%	15.9%	23.8%	17.2%	14.8%	18.0%	15.0%	14.6%	14.4%	13.7%	9.9%	16.8%	15.1%	15.3%	17.0%	16.2%	14.5%	15.0%	14.6%	15.7%	15.8%	8.2%

Quint 155

In 2024, Quint 155 reported an average reliability rate of 60.06%, the lowest among the units evaluated. This indicates that it was the first arriving unit in its district for just over 6 out of 10 incidents. Its average Unit Hour Utilization (UHU) was 6.2%, with a peak UHU of 6.3%, as shown in Reliability Factors Table 19.0.

When Quint 155 is unavailable or already committed to another incident, Engine 154 serves as the primary support unit. According to Section D: Distribution Factors, approximately 9% of Station 155's calls occur at the same time, indicating a moderate level of call concurrency.

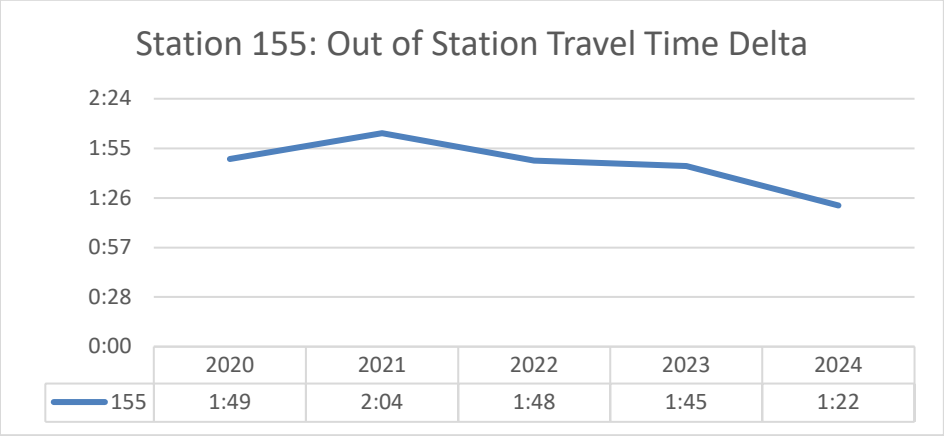
When Quint 155 is not the first unit to arrive, the average response time delta is approximately three and a half minutes (3:30), as detailed in Reliability Factors Table 14.0. This highlights the operational impact of Quint 155's availability on timely emergency response within its service area.

Reliability Factor Table 17.0: Q155 Reliability

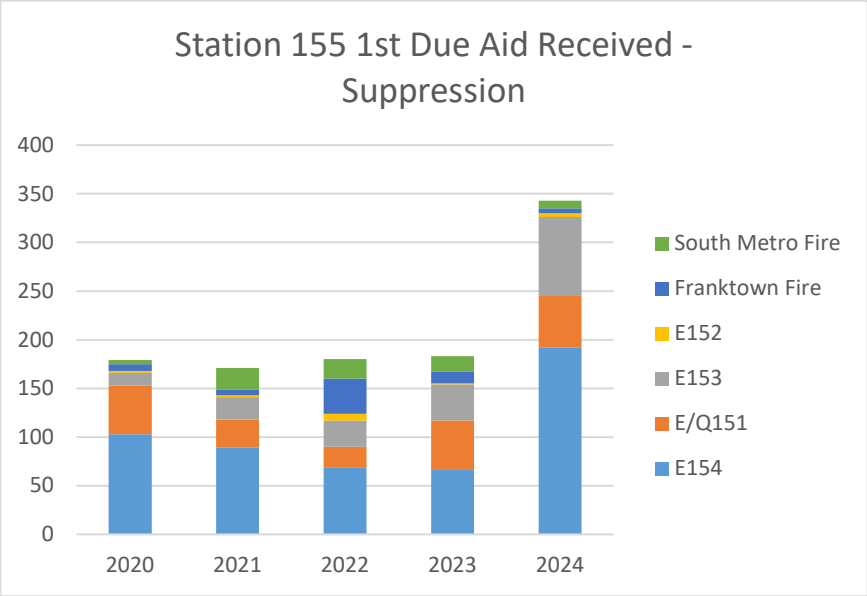
	2020	2021	2022	2023	2024	2020-2024
Q155	87.7%	88.9%	88.1%	83.4%	60.06%	81.63%

Reliability Factors Table 18.0: Q155 Travel Time Delta

	2020	2021	2022	2023	2024	2020-2024
155	1:49	2:04	1:48	1:45	1:22	1:45



Reliability Factor Table 19.0: Station 155 Aid



Reliability Factors Table 20.0: Q155 UHU

E155	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Overall
2020	2.6%	1.3%	1.3%	1.9%	0.8%	2.0%	2.8%	3.6%	3.8%	6.2%	9.0%	8.0%	5.9%	7.8%	5.2%	5.9%	5.7%	5.7%	5.9%	5.1%	5.5%	3.5%	3.5%	3.6%	4.4%
2021	2.2%	2.1%	1.5%	2.4%	1.3%	0.9%	2.5%	4.3%	6.2%	6.0%	7.2%	9.1%	8.7%	9.3%	7.9%	6.6%	6.6%	6.8%	9.0%	5.9%	4.7%	3.2%	4.3%	2.9%	5.1%
2022	4.6%	3.6%	2.8%	3.1%	1.8%	2.8%	3.9%	5.4%	7.8%	10.2%	17.3%	9.3%	7.9%	9.6%	9.2%	11.7%	8.4%	9.6%	7.7%	7.9%	6.4%	4.7%	4.7%	3.3%	6.8%
2023	3.2%	2.0%	2.0%	1.3%	2.2%	1.9%	4.7%	4.4%	6.5%	5.8%	7.7%	10.0%	7.4%	11.6%	8.4%	7.3%	6.3%	8.3%	8.2%	6.4%	6.5%	5.9%	3.4%	3.1%	5.6%
2024	7.9%	4.8%	6.9%	5.1%	5.7%	6.8%	7.2%	6.6%	6.9%	6.0%	6.0%	5.5%	6.1%	5.9%	6.0%	6.5%	7.8%	6.2%	6.0%	6.2%	7.6%	5.9%	5.3%	4.1%	5.6%

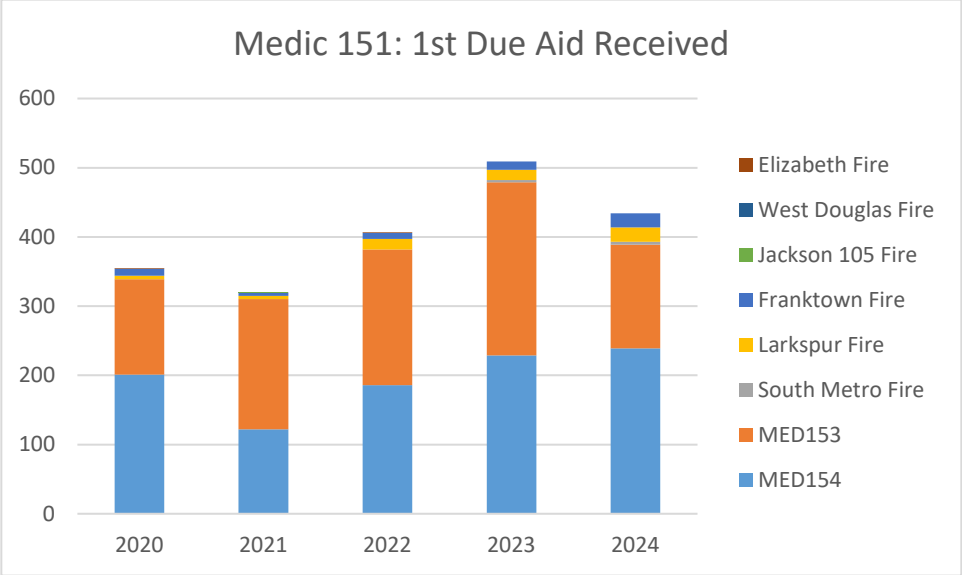
Medic 151

Medic 151 reported an average Unit Hour Utilization (UHU) of 14.6%, with a peak UHU of 14.5%, indicating consistently high operational demand. Following the addition of Medic 153 in mid-2013, Medic 151's UHU initially decreased, as expected, dropping to a low of 11.9% in 2014. However, since that time, Medic 151's workload has steadily increased, reaching a peak UHU of 18.4% in 2024—a level higher than in 2012, prior to the addition of Medic 153. This upward trend reflects increasing demand on the unit, despite system expansion.

When Medic 151 is unavailable or already committed to another call, it receives primary support from Medics 153 and 154. The ongoing increase in utilization underscores the need for continued monitoring and potential adjustments to EMS resources to ensure timely and effective response coverage.

The planned addition of Medic 155 is expected to help reduce Medic 151's workload, as it will also provide support within Medic 151's district. This expansion aims to improve overall system reliability and better distribute call volume across available units.

Reliability Factor Table 21.0 Medic 151 Aid



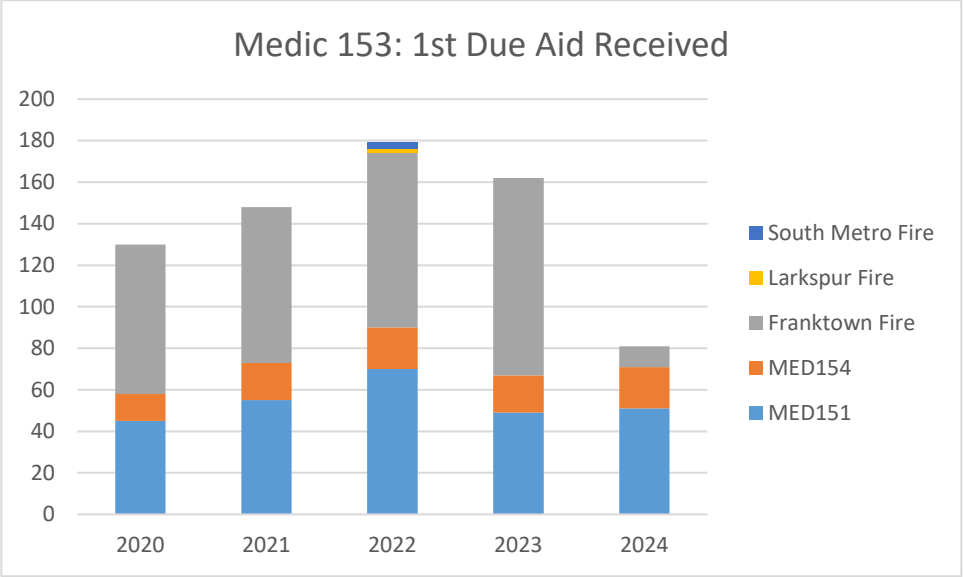
Reliability Factor Table 22.0 Medic 151 UHU

MED151	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Overall
2020	7.1%	7.7%	5.6%	5.4%	4.9%	6.3%	7.9%	8.5%	14.6%	14.8%	16.4%	15.1%	21.2%	21.1%	17.3%	17.5%	18.3%	13.7%	18.2%	16.6%	18.6%	17.0%	9.6%	9.4%	13.0%
2021	10.0%	8.4%	5.6%	6.5%	6.4%	5.2%	10.5%	13.3%	12.4%	18.5%	25.1%	19.1%	24.2%	22.1%	21.5%	19.4%	22.2%	21.8%	23.9%	17.0%	16.0%	16.5%	13.3%	8.8%	15.3%
2022	11.9%	11.0%	7.9%	8.9%	10.0%	9.7%	9.3%	14.8%	16.2%	24.4%	28.9%	19.3%	23.3%	25.5%	27.6%	22.4%	21.0%	23.3%	18.7%	19.9%	19.2%	17.5%	13.8%	11.9%	17.4%
2023	10.4%	8.4%	7.3%	7.2%	6.4%	5.6%	8.7%	15.2%	22.8%	16.0%	22.1%	26.1%	27.5%	22.5%	22.8%	26.7%	24.1%	21.1%	21.8%	24.9%	14.8%	17.3%	13.0%	7.2%	16.7%
2024	13.4%	14.1%	13.9%	13.6%	17.2%	11.7%	12.5%	16.6%	14.4%	14.3%	14.0%	13.5%	14.0%	16.6%	14.3%	14.2%	13.2%	14.6%	14.8%	15.5%	15.3%	15.0%	15.5%	18.4%	14.6%
20'-24'	11.4%	11.3%	11.8%	12.8%	10.6%	13.4%	9.9%	14.3%	11.1%	9.6%	11.4%	12.1%	11.5%	11.3%	10.4%	11.0%	12.5%	11.5%	11.8%	10.9%	10.3%	11.2%	11.0%	10.7%	10.8%

Medic 153

Medic 153 had an average UHU of 7.0%, with an average peak UHU of 9.8%. Medic 153's UHU has been fluctuating since 2019 with a low of 6.2% in 2020 and high of 7.6% in 2023, as seen in Reliability Factors Table 23.0. The majority of incidents with Medic 184 occur in FMZ 15603, where CRFD utilizes a mutual aid medic unit, due to distance from Station 153. Medic 153 receives primary support coming from Medic 151.

Reliability Factor Table 23.0 Medic 153 Aid



Reliability Factor Table 24.0 Medic 153 UHU

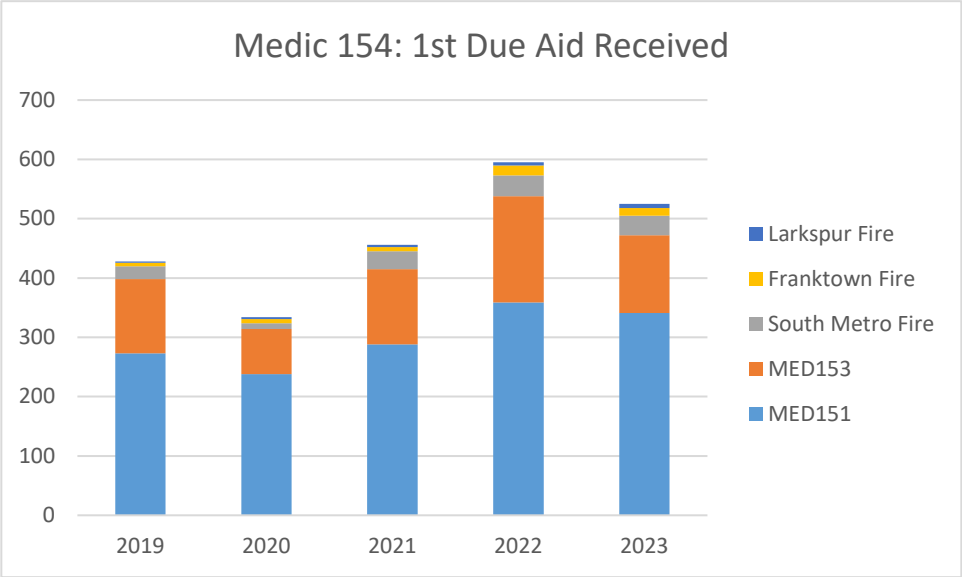
MED153	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Overall
2020	3.9%	4.0%	3.0%	3.3%	2.0%	2.2%	3.8%	3.8%	5.3%	4.9%	6.8%	12.7%	6.4%	10.4%	8.6%	10.2%	8.0%	8.1%	12.1%	7.0%	4.3%	9.4%	3.7%	3.9%	6.2%
2021	3.6%	2.8%	2.8%	2.2%	1.6%	2.5%	3.6%	6.2%	6.7%	8.2%	8.9%	10.8%	14.8%	7.9%	9.7%	12.2%	7.5%	10.7%	10.9%	7.2%	7.4%	7.7%	4.5%	5.3%	6.9%
2022	5.1%	4.4%	2.4%	1.9%	3.0%	3.9%	3.2%	4.7%	10.2%	11.8%	11.3%	11.5%	11.6%	11.2%	11.2%	10.3%	7.9%	9.2%	9.4%	6.4%	6.8%	8.3%	9.4%	5.0%	7.5%
2023	4.9%	2.0%	2.9%	1.9%	3.7%	1.5%	2.9%	5.9%	8.9%	12.8%	11.9%	13.6%	9.4%	13.4%	10.6%	10.2%	10.8%	11.5%	9.7%	8.3%	9.7%	6.7%	5.0%	3.3%	7.6%
2024	7.5%	8.6%	4.6%	11.5%	3.5%	7.8%	5.3%	4.0%	7.3%	8.8%	8.9%	8.7%	6.8%	6.8%	8.8%	8.0%	8.7%	5.4%	5.6%	7.4%	6.8%	7.7%	7.2%	7.0%	7.2%
20'-24'	5.0%	4.4%	3.1%	4.1%	2.7%	3.6%	3.8%	4.9%	7.7%	9.3%	9.6%	11.5%	9.8%	9.9%	9.8%	10.2%	8.6%	9.0%	9.6%	7.3%	7.0%	7.9%	6.0%	4.9%	7.1%

Medic 154

Medic 154 recorded an average Unit Hour Utilization (UHU) of 15.5%, with an average peak UHU of 15.0%. Its highest recorded utilization occurred in 2021, reaching 15.9%, as shown in Reliability Factors Table 26.0.

When Medic 154 is unavailable or already committed to another incident, it receives primary support from Medic 151. The consistently high utilization levels point to a sustained demand on this unit and reinforce the need for ongoing evaluation of EMS resource allocation to maintain service reliability.

Reliability Factor Table 25.0 Medic 154 Aid



Reliability Factor Table 26.0 Medic 154 UHU

MED154	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Overall
2020	7.9%	6.4%	5.1%	5.0%	5.3%	7.3%	9.0%	9.6%	10.6%	17.9%	14.2%	17.7%	18.7%	17.4%	18.5%	16.9%	15.4%	17.2%	16.5%	13.3%	15.4%	12.6%	11.0%	10.7%	12.5%
2021	9.4%	7.3%	6.7%	6.4%	6.3%	7.3%	7.3%	10.8%	13.0%	16.8%	25.4%	18.5%	24.8%	22.9%	20.6%	21.4%	18.9%	17.9%	16.8%	17.6%	15.4%	15.5%	12.3%	9.1%	14.5%
2022	9.9%	8.4%	8.2%	7.8%	6.8%	7.5%	8.9%	12.4%	20.5%	21.2%	22.5%	23.2%	21.3%	21.3%	19.2%	27.6%	21.3%	20.3%	18.3%	19.3%	17.6%	13.8%	12.8%	11.7%	15.9%
2023	9.1%	9.1%	6.7%	5.1%	7.4%	5.2%	7.8%	14.5%	18.2%	20.1%	19.7%	19.2%	25.6%	23.9%	22.3%	16.4%	18.9%	19.7%	25.6%	17.4%	17.2%	13.5%	10.9%	10.4%	15.2%
2024	16.1%	16.9%	16.7%	15.3%	16.3%	20.9%	16.9%	15.2%	15.5%	15.3%	14.1%	14.0%	14.0%	15.2%	16.2%	14.9%	14.8%	16.4%	14.9%	15.0%	15.1%	13.8%	14.4%	14.3%	15.2%
20'-24'	11.4%	11.3%	11.8%	12.8%	10.6%	13.4%	9.9%	14.3%	11.1%	9.6%	11.4%	12.1%	11.5%	11.3%	10.4%	11.0%	12.5%	11.5%	11.8%	10.9%	10.3%	11.2%	11.0%	10.7%	10.8%

Reliability Factors: Medic unit depletion

One of the critical factors the department monitors, relative to system reliability, is medic unit depletion rates or how frequently all CRFD medic units are committed to an incident. This is an important factor to monitor because of the response time difference between a CRFD medic unit response and an auto/mutual aid medic unit response. Below Reliability Factor Table 27.0 evaluates the frequency, by month and year, that all CRFD medic units (MED151, MED153, and MED154) are all committed to a call for service. This data clearly shows an increasing trend of medic depletion since 2014, with 2023 having an average depletion rate of 1.1 times per day. In simplest terms, in 2023, CRFD was without a medic unit at least once per day.

Reliability Factor Table 28.0 show the average time CRFD was depleted of medic units. This average time is per occurrence, meaning in 2023 CRFD was depleted of medic units 413 times with an average depletion time of 15 minutes and 39 seconds, totaling nearly 12 hours (11:49:14). An important interest is the data for April 2018 showing a depletion time of nearly 2.5 hours (2:23:18). This is due to two high demand incidents, a multiple alarm brush fire and a multi-house conflagration occurring simultaneously jurisdiction. Each of these incidents, if they occurred separately would require automatic/mutual aid assistance to mitigate. By occurring simultaneously, CRFD required multiple resources from beyond its typical automatic/mutual stations.

Reliability Factor Table 27.0: Medic unit depletion frequency

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	26	16	8	23	23	31	18	20	27	42	22
Feb	4	8	21	30	24	26	16	18	36	38	29
Mar	12	13	24	40	21	22	11	18	20	27	65
Apr	8	19	11	15	28	19	13	19	19	36	54
May	9	7	15	26	17	18	7	25	35	43	50
Jun	8	17	17	25	25	14	7	24	24	28	87
Jul	9	12	18	25	25	17	18	33	33	35	48
Aug	15	22	28	25	20	29	18	24	55	43	115
Sep	20	30	21	31	27	30	22	35	35	30	82
Oct	15	21	24	18	24	19	23	35	37	32	63
Nov	12	15	27	28	35	10	20	17	16	23	68
Dec	20	27	19	15	18	18	13	43	33	36	99
Annual Total	158	207	233	301	287	253	186	311	370	413	782
Daily Avg	0.4	0.6	0.6	0.8	0.8	0.7	0.5	0.9	1	1.1	2.14

Reliability Table 29.0 provide a temporal analysis by hour-of-day and day-of-week that CRFD is depleted of medic units. This clearly shows the high frequency of medic unit depletion (orange and red) is between the hours of 09:00 and 20:00 (9:00AM to 8:00PM). Additionally, the most occurrences are on Friday, Tuesday, and Monday, respectively.

Reliability Factor Table 28.0: Average medic unit depletion time (H:MM:SS)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Jan	0:17:34	0:09:03	0:13:33	0:19:39	0:10:55	0:14:37	0:17:43	0:17:33	0:13:45	0:21:12
Feb	0:19:23	0:11:46	0:12:56	0:14:39	0:14:11	0:15:06	0:14:18	0:15:45	0:13:03	0:20:09
Mar	0:12:45	0:11:19	0:11:14	0:09:38	0:11:22	0:16:16	0:14:14	0:15:42	0:15:08	0:16:00
Apr	0:25:51	0:13:37	0:14:30	2:23:18	0:19:58	0:12:07	0:09:32	0:17:13	0:13:22	0:27:58
May	0:12:06	0:19:08	0:12:41	0:12:17	0:12:02	0:12:55	0:15:58	0:11:42	0:14:38	0:19:47
Jun	0:16:38	0:07:50	0:17:24	0:14:10	0:17:20	0:15:03	0:14:02	0:13:40	0:17:56	0:22:17
Jul	0:06:52	0:17:20	0:17:18	0:10:53	0:15:56	0:17:51	0:14:00	0:14:41	0:17:59	0:21:16
Aug	0:12:40	0:14:36	0:17:52	0:20:05	0:16:56	0:18:41	0:17:13	0:15:43	0:20:01	0:20:29
Sep	0:14:47	0:11:35	0:16:43	0:13:50	0:12:06	0:15:11	0:19:05	0:14:43	0:18:54	0:18:15
Oct	0:16:25	0:15:45	0:14:24	0:16:32	0:19:06	0:19:17	0:18:43	0:12:01	0:11:15	0:21:31
Nov	0:18:06	0:14:09	0:12:48	0:17:29	0:17:11	0:12:57	0:13:18	0:16:43	0:18:35	0:26:32
Dec	0:16:06	0:13:03	0:20:14	0:12:12	0:12:16	0:14:26	0:15:36	0:15:59	0:13:17	0:27:47
Annual Avg.	0:15:46	0:13:16	0:15:08	0:25:23	0:14:57	0:15:22	0:15:18	0:15:07	0:15:39	0:21:56

Reliability Factor Table 29.0: Temporal depletion analysis

	1 Mon	2 Tue	3 Wed	4 Thu	5 Fri	6 Sat	7 Sun	Total
00:00-00:59	3	1	1	0	2	7	7	21
01:00-01:59	7	1	2	2	1	1	8	22
02:00-02:59	1	5	0	1	2	6	2	17
03:00-03:59	1	0	0	1	3	1	2	8
04:00-04:59	0	0	4	2	3	1	2	12
05:00-05:59	3	0	4	1	3	2	1	14
06:00-06:59	2	4	2	3	1	0	2	14
07:00-07:59	11	6	6	5	8	7	9	52
08:00-08:59	18	15	11	8	14	4	7	77
09:00-09:59	28	30	30	14	19	22	15	158
10:00-10:59	20	50	29	35	31	28	13	206
11:00-11:59	34	31	40	30	38	25	19	217
12:00-12:59	33	46	42	32	34	30	26	243
13:00-13:59	28	39	31	26	34	36	38	232
14:00-14:59	20	40	25	35	33	43	21	217
15:00-15:59	35	30	35	39	34	27	30	230
16:00-16:59	39	23	23	33	36	17	12	183
17:00-17:59	32	34	26	26	32	26	21	197
18:00-18:59	33	26	26	34	30	30	19	198
19:00-19:59	25	23	17	23	35	30	14	167
20:00-20:59	19	17	16	16	30	18	15	131
21:00-21:59	18	17	14	13	17	16	11	106
22:00-22:59	8	9	9	7	11	15	4	63
23:00-23:59	2	4	5	5	6	10	2	34
Total	420	451	398	391	457	402	300	2,819

Medic unit depletion summary:

As seen in the data above, the number of time that CRFD is with a medic unit available to respond is increased over time. Additionally, as expected the over call for service trend is also increasing, and with 69% of all calls for service EMS in nature, the department should expect a continued increase in medic unit depletion.

F. Performance Objectives (Baselines and Benchmarks)

2024 Baseline performance statements

As defined in CPSE's Quality Improvement for the Fire and Emergency Services (2020), page 127, a baseline is "the measurement of actual performance in an organizational context; a usually initial set of critical observations or data used for comparison or a control. The activities that are currently in place to achieve the organization's goals and objectives". In short, a baseline is a statement of current performance objectives based on specific and relevant historical information or data.

The department annually reviews and updates its baselines for call processing time, turnout time, and total response times for the 1st arriving apparatus and EMS effective response force. As evident in the Concentration Factors, there are several service types that do not have sufficient call volume to provide a solid foundation for statistical analysis. For these services, Fire, HAZMAT, Wildland, and Technical Rescue, baselines are evaluated every five years and adjusted when appropriate.

Performance Baselines: Call Processing and Turnout

For 90% of all emergent incidents, Douglas County Regional Communications Center (DRCC)'s call processing time is 1:34, and Castle Rock Fire and Rescue Department's turnout time is 1:45.

Baseline	2020	2021	2021	2022	2024	20-24
Call Processing	1:40	1:36	1:35	1:37	1:34	1:36
Turnout	1:47	1:44	1:45	1:42	1:50	1:45

Performance Baselines: EMS

For 90 % of all emergency medical services (EMS) responses, the total response time for the arrival of the first-due unit, staffed with two firefighters, is 8 minutes and 20 seconds in urban areas, 9 minutes and 30 seconds in rural areas, and 10 minutes and 30 seconds on interstate calls. The first due unit is capable of: assessing scene safety and establishing command; sizing-up the situation; conducting initial patient assessment; obtaining vitals and patient's medical history; initiating Advanced Life Support (ALS) care; and assisting transport personnel with packaging the patient in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

For 90 % of low-risk emergency medical services (EMS) response incidents, the total response time for the arrival of the effective response force (ERF), consisting of a single medic unit staffed with two firefighters [ERF-2], is 7 minutes and 30 seconds in urban areas, and 7 minutes and 20 seconds in rural areas. The ERF is capable of: continued Advanced Live Support (ALS) treatment; and transport to a facility capable of providing appropriate ongoing care in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

For 90 % of moderate risk emergency medical services (EMS) response incidents, the total response time for the arrival of the effective response force (ERF), staffed with five firefighters and officers [ERF-5], is 10 minutes and 20 seconds in urban areas, and 11 minutes and 50 seconds in rural areas. The ERF is capable of: continued Advanced Live Support (ALS) treatment; and transport to a facility capable of providing appropriate ongoing care in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

For 90 % of moderate risk emergency medical services (EMS) response incidents, specifically to a motor vehicle crash (MVC), the total response time for the arrival of the effective response force (ERF), staffed with six firefighters and officers [ERF-6], is 11 minutes and 30 seconds in urban areas, and 13 minutes and 20 seconds in rural areas. The ERF is capable of: continued Advanced Live Support (ALS) treatment; providing a safe working area on the roadway; and transport to a facility capable of providing appropriate ongoing care in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

For 90 % of high-risk emergency medical services (EMS) response incidents, the total response time for the arrival of the effective response force (ERF), staffed with six firefighters and officers [ERF-6], is 11 minutes and 30 seconds in urban areas, 30 minutes and 30 seconds in rural areas. The Response plan for all highway incidents (I-25) have been updated to include a second suppression company to serve as a blocker. The ERF is capable of continued Advanced Live Support (ALS) treatment and transport to a facility capable of providing appropriate ongoing care in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

Performance Baselines: Fire Suppression

For 90 % of all non-wildland fires, the total response time for the arrival of the first-due unit, staffed with three firefighters, is 8 minutes and 20 seconds in urban areas, 9 minutes and 30 seconds in rural areas, and 10 minutes and 30 seconds on interstate calls. The first due unit is capable of: providing 300 gallons of water and a pumping capacity of 1250 gallons per minute (gpm), initiating command; establishing the primary attack line capable of flowing a minimum of 150 gpm; and establishing an uninterrupted water source.

For 90 % of all low-risk non-wildland fires, the total response time for the arrival of the effective response force (ERF), staffed with six firefighters and officers [ERF-6], is 12 minutes and 50 seconds in urban areas, 12 minutes and 50 seconds in rural areas, and 14 minutes and zero seconds on Interstate calls. The ERF is capable of: establishing command, accountability and a safety officer; investigate source; prepare for fire attack; providing an uninterrupted water supply; completing forcible entry; initiating ventilation; and providing triage, and initial treatment of victims if needed in accordance with CRFD standard operating guidelines.

For 90 % of all low-risk non-wildland fires, the total response time for the arrival of the effective response force (ERF), staffed with nine firefighters and officers [ERF-9], is a maximum of 10 minutes and 40 seconds in urban areas, 10 minutes and 40 seconds in rural areas. There were no incidents recorded on the interstate. The ERF is capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; investigate source; prepare for fire attack; providing an uninterrupted water supply; completing forcible entry; initiating ventilation; and providing triage, and initial treatment of victims if needed in accordance with CRFD standard operating guidelines.

There were zero incidents recorded during the evaluation period for non-wildland moderate risk fire requiring an effective response force (ERF), staffed with a minimum of 10 firefighters and officers [ERF-10]. The ERF is capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; investigate source; prepare for fire attack; providing an uninterrupted water supply; completing forcible entry; initiating ventilation; and providing triage, and initial treatment of victims if needed in accordance with CRFD standard operating guidelines.

There were zero incidents recorded during the evaluation period for non-wildland moderate risk fire requiring an effective response force (ERF), staffed with a minimum of 12 firefighters and officers [ERF-12]. The ERF is capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; investigate source; prepare for fire attack; providing an uninterrupted water supply; completing forcible entry; initiating ventilation; and providing triage, and initial treatment of victims if needed in accordance with CRFD standard operating guidelines.

For 90 % of all moderate risk non-wildland fires, the total response time for the arrival of the effective response force (ERF), staffed with 18 firefighters and officers [ERF-18], is a maximum of 16 minutes and 50 seconds in urban areas, and 13 minutes and 40 seconds in rural areas. The ERF is capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control of equal or greater size than

the primary attack line; completing forcible entry; completing utility control; conducting victim search; initiating ventilation; provide a rapid intervention team (RIT); and providing triage, treatment, and transport of victims if needed in accordance with CRFD standard operating guidelines.

For 90 % of all high-risk non-wildland fires, the total response time for the arrival of the effective response force (ERF), staffed with 21 firefighters and officers [ERF-21], is 16 minutes and 30 seconds in urban areas, and a maximum of 11 minutes and 40 seconds in rural areas. The ERF is capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; providing an uninterrupted water supply; advancing an attack line and a backup line for fire control of equal or greater size than the primary attack line; completing forcible entry; completing utility control; conducting victim search; initiating ventilation; provide a rapid intervention team (RIT); and providing triage, treatment, and transport of victims if needed in accordance with CRFD standard operating guidelines.

Performance Baselines: HAZMAT

For 90 % of all hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with three firefighters, is 8 minutes and 20 seconds in urban areas, 9 minutes and 30 seconds in rural areas, and 10 minutes and 30 seconds on interstate calls. The first due unit is capable of: establishing command; initial recon and atmospheric monitoring; determine the need for additional resources; begin establishing a hot, warm and cold zone; deny entry; isolate potential victims, in accordance with CRFD standard operating guidelines.

For 90 % of low risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of three firefighters [ERF-3], is 10 minutes and 10 seconds in urban areas, 13 minutes and 10 seconds in rural areas, and 14 minutes and 20 seconds in the interstate. The ERF is capable of: providing equipment, technical expertise, knowledge, skills, and abilities to mitigate or initiate mitigation of a hazardous materials incident, dependant on the complexity on the incident, in accordance with CRFD standard operating guidelines.

For 90 % of moderate risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of five firefighters and officers [ERF-5], is 11 minutes and 50 seconds in urban areas, and 12 minutes and 10 seconds in rural areas, and 5 minutes and 40 seconds on the interstate. The ERF is capable of: provide equipment, technical expertise, knowledge, skills, and abilities to mitigate or initiate mitigation of a hazardous materials incident, dependant on the complexity on the incident, in accordance with CRFD standard operating guidelines.

There were zero incidents recorded during the evaluation period for moderate risk HAZMAT requiring an effective response force (ERF), staffed with a minimum staffed with a minimum of six firefighters and officers [ERF-6]. The ERF is capable of: provide equipment, technical expertise, knowledge, skills, and abilities to mitigate or initiate mitigation of a hazardous materials incident, dependant on the complexity on the incident, in accordance with CRFD standard operating guidelines.

For 90 % of moderate risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of seven firefighters and officers [ERF-7], is 14 minutes 20 seconds in rural areas and 22 minutes and 20 seconds in the interstate. No incidents were recorded in the urban areas. The ERF is capable of: provide equipment, technical expertise, knowledge, skills, and abilities to mitigate or initiate mitigation of a hazardous materials incident, dependant on the complexity on the incident, in accordance with CRFD standard operating guidelines.

For 90 % of moderate risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of eight firefighters and officers [ERF-8]. No incidents were recorded during the evaluation period in any population density. The ERF is capable of: provide equipment, technical expertise, knowledge, skills, and abilities to mitigate or initiate mitigation of a hazardous materials incident, dependant on the complexity on the incident, in accordance with CRFD standard operating guidelines.

For 90 % of high-risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of 14 firefighters and officers [ERF-14] is a maximum of 13 minutes and 40 seconds in urban areas and 28 minutes and 40 seconds in rural areas. No incidents were recorded on the interstate. The ERF is capable of: providing equipment, technical expertise, knowledge, skills, and abilities to mitigate or initiate mitigation of a hazardous materials incident, dependant on the complexity on the incident, in accordance with CRFD standard operating guidelines.

Performance Baselines: Wildland

For 90 % of all wildland fires, the total response time for the arrival of the first-due unit, staffed with three firefighters, is 8 minutes and 20 seconds in urban areas, 9 minutes and 30 seconds in rural areas, and 10 minutes and 30 seconds on interstate calls. The first due unit is capable of: providing 300 gallons of water, and a pumping capacity of 110 gallons per minute; initiating command; determine the location, size and initial attack plan; and initiating initial attack in accordance with CRFD standard operating guidelines.

For 90 % of all low-risk wildland fires, the total response time for the arrival of the effective response force (ERF), staffed with three firefighters and officers [ERF-3], is 9 minutes and 30 seconds in urban areas, 14 minutes and zero seconds in rural areas, and a maximum of 13 minutes and 10 seconds on interstate calls. The ERF is capable of: establishing command providing for accountability; determining the need for additionally resources; establishing a lookout; identifying safety zones and escape routes; providing an initial water supply; supporting initial fire attack operations in accordance with CRFD standard operating guidelines.

For 90 % of all moderate risk wildland fire response incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of 9 firefighters and officers [EF-9], is 16 minutes and 30 seconds in urban areas, a maximum of 15 minutes and zero seconds in rural areas, and a maximum of 10 minutes and 40 seconds on the interstate. The ERF is capable of: establishing command providing for accountability; determining the need for additional resources; establishing a lookout; identifying safety zones and escape routes; providing an initial water supply; supporting initial fire attack operations in accordance with CRFD standard operating guidelines.

There were no high-risk wildland incidents during the evaluation period requiring an effective response force (ERF) staffed with a minimum of 19 firefighters [ERF-19] and officers. The ERF is capable of: establishing command; providing for accountability; determining the need for additional resources; establishing a lookout; identifying safety zones and escape routes; providing an initial water supply; supporting initial fire attack operations in accordance with CRFD standard operating guidelines.

There were no special risk wildland incidents during the evaluation period requiring an effective response force (ERF) staffed with a minimum of 22 firefighters and officers [ERF-22]. The ERF is capable of: establishing command; providing for accountability; determining the need for additional resources; establishing a lookout; identifying safety zones and escape routes; providing an initial water supply; supporting initial fire attack operations, providing structure protections, or evacuating the incident area in accordance with CRFD standard operating guidelines.

Performance Baselines: Technical Rescue

For 90 % of all technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with three firefighters, is 8 minutes and 20 seconds in urban areas, 9 minutes and 30 seconds in rural areas, and 10 minutes and 30 seconds on interstate calls. The first due unit is capable of: initiating command; determining the need for additional resources; denying entry; initial reconnaissance; atmospheric monitoring (if applicable); and providing triage and initial treatment of victims if needed without endangering response personnel in accordance with CRFD standard operating guidelines.

For 90 % of all low-risk technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of six firefighters and officers [ERF-6], is of 9 minutes and 50 seconds in urban areas and a maximum of 8 minutes and 30 seconds in rural areas. The ERF is capable of: establishing command providing for accountability, initiating patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

There was no low risk [ERF-7] Technical Rescue incidents during the evaluation period that required the arrival of an effective response force (ERF), staffed with a minimum of seven firefighters and officers. The ERF is capable of: establishing command providing for accountability, initiating patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

For 90 % of all moderate risk technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of nine firefighters and officers [ERF-9], is a maximum of 15 minutes and zero seconds in all response areas. The ERF is capable of: establishing command providing for accountability, initiating patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

For 90 % of all moderate risk technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of 11 firefighters and officers [ERF-11], is maximum 16 minutes and 20 seconds in urban areas, 25 minutes and 40 seconds in rural areas, and 22 minutes and 30 seconds on the interstate. The ERF is capable of: establishing command providing for accountability; determining the need for additional resources; establish a safe area of operations; establish a rescue group and conduct stabilization/extrication operations; and provide Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

There were no technical rescue ICE RESCUE, HUMAN VICTIM or DIVE 3/DROWNING incidents during the evaluation period that received an effective response force (ERF), staffed with a minimum of 18 firefighters and officers [ERF-18]. The ERF is capable of: establishing command providing for accountability; determining the need for additional

or specialized resources; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; staging and apparatus set up; hazardous materials identification/mitigation (as needed) and air monitoring; establishment of a rescue group; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines. There were no ERF trench collapse incidents during the evaluation period.

There were no technical rescue CONFINED SPACE incidents during the evaluation period received an effective response force (ERF), staffed with a minimum of 19 firefighters and officers. The ERF is capable of: establishing command providing for accountability; determining the need for additional or specialized resources; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; staging and apparatus set up; hazardous materials identification mitigation (as needed) and air monitoring; establishment of a rescue group; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines. There were no ERF confined space incidents during the evaluation period.

There were no technical rescue TRENCH COLLAPSE incidents during the evaluation period that received an effective response force (ERF), staffed with a minimum of 21 firefighters and officers [ERF-21]. The ERF is capable of: establishing command providing for accountability; determining the need for additional or specialized resources; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; staging and apparatus set up; hazardous materials identification/mitigation (as needed) and air monitoring; establishment of a rescue group; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines. There were no ERF trench collapse incidents during the evaluation period.

There were no technical rescue BUILDING COLLAPSE incidents incidents during the evaluation period that received an effective response force (ERF), staffed with a minimum of 24 firefighters and officers [ERF-24]. The ERF is capable of: establishing command providing for accountability; determining the need for additional or specialized resources; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; staging and apparatus set up; hazardous materials identification mitigation (as needed) and air monitoring; establishment of a rescue group; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines. There were no ERF building collapse incidents during the evaluation period.

2022 – 2027 Benchmark Performance Statements

The following benchmarks are for the evaluation period on 2022 – 2027. As part of the 2021 update to the CRFD Standards of Cover and consistent with the Town of Castle Rock Town Council's direction to establish five-year benchmarks. The following benchmarks were adopted by the Town of Castle Rock on April 5, 2022 per resolution 2022-041.

Beginning in 2024, CRFD staffed a Safety and Training Officer (STO), who responds to various incidents as a dedicated Incident Safety Officer. The following benchmarks and effective response force staffing reflect this change.

As defined in the Quality Improvement for Fire and Emergency Services, p.127, a benchmark is "…defined as a standard from which something can be judged. Searching for the benchmark, or best practice, will help define superior performance of a product, service or process". In short, a benchmark is a statement of ideal performance, or a goal the department is striving to achieve.

Per the direction of the Town of Castle Rock Town Council, the department evaluates and adjusts its performance benchmark every five years, unless baseline performance meets or exceeds a given benchmark. CRFD established its proposed benchmarks based on the 80th percentile for each service type and risk level where adequate data was available using data collected between 2017 – 2021.

There are two exceptions to this methodology; call processing time and low frequency ERF incidents. The call processing benchmark was established based on the Commission on Accreditation for Law Enforcement Agencies (CALEA) performance guidelines and in cooperation with the Douglas Regional Communication Center (DRCC), and has adopted a 60 second (1:00) benchmark. Given the low frequency of certain ERF incident types, the department evaluated ERF response times across multiple incident types between 2017 – 2021 and recommends adopting a 16-minute (16:00) ERF benchmark for the following incident type and risk levels:

- Structure fires – high risk.
- HAZMAT - high risk
- Wildland fires – moderate and high risk
- Technical Rescue - moderate and high risk

In the absence of a physical change to its operations or deployment (additional resources, stations, companies, or new technology), CRFD believes that this measured approach keeps the benchmarks realistic and achievable through changes in behavior and attitude.

Performance Benchmark: Call Processing and Turnout

For 90% of all emergent incidents, DRCC's call processing time shall be 1:00, and Castle Rock Fire and Rescue Department's turnout time shall be 1:30.

	Benchmark
Call Processing	1:00
Turnout	1:30

Performance Benchmarks: EMS

For 90% of all moderate and high-risk Emergency Medical Services (EMS) responses, the total response time for the arrival of the first-due unit, staffed with two firefighters, shall be 7 minutes and 10 seconds in urban areas, 8 minutes and 20 seconds in rural areas, and 9 minutes and 10 seconds on interstate calls. The first due unit shall be capable of: assessing scene safety and establishing command; sizing-up the situation; conducting initial patient assessment; obtaining vitals and patient's medical history; initiating Advanced Life Support (ALS) care; and assisting transport personnel with packaging the patient in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

For 90% of all low-risk emergency medical services (EMS) incidents requiring a minimum effective response force (ERF) of two firefighters and officers [ERF-2], the total response time for the arrival of the ERF shall be 7 minutes in all population densities. The ERF shall be capable of: continued Advanced Life Support (ALS) treatment; and transport to a facility capable of providing appropriate ongoing care in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

For 90% of all moderate-risk emergency medical services (EMS) incidents requiring a minimum effective response force (ERF) of five firefighters and officers [ERF-5], the total response time for the arrival of the ERF shall be 8 minutes and 20 seconds in urban areas, 9 minutes and 30 seconds in rural areas. The ERF shall be capable of: continued Advanced Life Support (ALS) treatment; and transport to a facility capable of providing appropriate ongoing care in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

For 90% of all moderate-risk emergency medical services (EMS) incidents requiring a minimum effective response force (ERF) of six firefighters and officers [ERF-6], the total response time for the arrival of the ERF shall be 16 minutes in all population densities. The ERF is capable of: continued Advanced Live Support (ALS) treatment; providing a safe working area on the roadway; and transport to a facility capable of providing appropriate ongoing care in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

For 90% of all high-risk emergency medical services (EMS) incidents requiring a minimum effective response force (ERF) of six firefighters and officers [ERF-6], the total response time for the arrival of the ERF shall be 9 minutes and 50 seconds in urban areas, 11 minutes and 30 seconds in rural areas, and 11 minutes and 20 seconds on interstate calls. The ERF shall be capable of: continued Advanced Life Support (ALS) treatment; and transport to a facility capable of providing appropriate ongoing care in accordance with both CRFD standard operating guidelines and current Denver Metropolitan EMS Protocols.

Performance Benchmarks: Fire Suppression

For 90% of all non-wildland fires, the total response time for the arrival of the first-due unit, staffed with three firefighters, shall be 7 minutes and 10 seconds in urban areas, 8 minutes and 20 seconds in rural areas, and 9 minutes and 10 seconds on interstate calls. The first due unit shall be capable of: providing 300 gallons of water and a pumping capacity of 1250 gallons per minute (gpm), initiating command; establishing the primary attack line capable of flowing a minimum of 150 gpm; and establishing an uninterrupted water source.

For 90% of all low-risk non-wildland fires requiring a minimum effective response force (ERF) of six firefighters and officer [ERF-6], the total response time for the arrival of the ERF shall be 11 minutes and 10 seconds in urban areas, 11 minutes and 50 seconds in rural areas, and 13 minutes on interstate calls. The ERF is capable of: establishing command, accountability and a safety officer; investigate source; prepare for fire attack; providing an uninterrupted water supply; completing forcible entry; initiating ventilation; and providing triage, and initial treatment of victims if needed in accordance with CRFD standard operating guidelines.

For 90% of all low-risk non-wildland fires requiring a minimum effective response force (ERF) of nine firefighters and officers [ERF-9], the total response time for the arrival of the ERF shall be 11 minutes and 10 seconds in urban areas, 11 minutes and 50 seconds in rural areas, and 13 minutes on interstate calls. The ERF is capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; investigate source; prepare for fire attack; providing an uninterrupted water supply; maintaining a fire flow of 1500 gpm; completing forcible entry; initiating ventilation; and providing triage, and initial treatment of victims if needed in accordance with CRFD standard operating guidelines.

For 90% of all low-risk non-wildland fires requiring a minimum effective response force (ERF) of ten firefighters and officers [ERF-10], the total response time for the arrival of the ERF shall be 15 minutes and 50 seconds in urban areas, 16 minutes and 50 seconds in rural areas, and 16 minutes and 50 seconds on interstate calls. The ERF is capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; investigate source; prepare for fire attack; providing an uninterrupted water supply; maintaining a fire flow of 1500 gpm; completing forcible entry; initiating ventilation; and providing triage, and initial treatment of victims if needed in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk non-wildland fires requiring a minimum effective response force (ERF) of 12 firefighters and officers [ERF-12], the total response time for the arrival of the ERF shall be 11 minutes and 10 seconds in urban areas, 11 minutes and 50 seconds in rural areas, and 13 minutes on interstate calls. The ERF is capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; investigate source; prepare for fire attack; providing an uninterrupted water supply; maintaining a fire flow of 1500 gpm; completing forcible entry; initiating ventilation; and providing triage, and initial treatment of victims if needed in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk non-wildland fires requiring a minimum effective response force (ERF) of 18 firefighters and officers [ERF-18], the total response time for the arrival of the ERF shall be 15 minutes and 50 seconds in both urban and rural areas. The ERF shall be capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; investigating the source; providing an uninterrupted water supply; maintaining a fire flow of 1500 gpm; advancing an attack line and a backup line for fire control of equal or greater size than the primary attack line; completing forcible entry; completing utility control; conducting victim search; initiating ventilation; providing a rapid intervention team (RIT); and providing triage, treatment, and transport of victims if needed in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk non-wildland fires requiring a minimum effective response force (ERF) of 21 firefighters and officers [ERF-], the total response time for the arrival of the ERF shall be 16 minutes and zero seconds in both urban and rural areas. The ERF shall be capable of: establishing command, accountability and a safety officer; providing 2 in 2 out capability; investigating the source; providing an uninterrupted water supply; maintaining a fire flow of 1500 gpm; advancing an attack line and a backup line for fire control of equal or greater size than the primary attack line; completing forcible entry; completing utility control; conducting victim search; initiating ventilation; providing a rapid intervention team (RIT); and providing triage, treatment, and transport of victims if needed in accordance with CRFD standard operating guidelines.

Performance Benchmarks: HAZMAT

For 90% of all hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with three firefighters, shall be 7 minutes and 10 seconds in urban areas, 8 minutes and 20 seconds in rural areas, and 9 minutes and 10 seconds on interstate calls. The first due unit shall be capable of: establishing command; initial recon and atmospheric monitoring; determining the need for additional resources; begin establishing a hot, warm and cold zone; denying entry; isolating potential victims, in accordance with CRFD standard operating guidelines.

For 90% of all low-risk HAZMAT incidents requiring a minimum effective response force (ERF) of three firefighters and officers [ERF-3], the total response time for the arrival of the ERF shall be 7 minutes and 10 seconds in urban areas, 8 minutes and 20 seconds in rural areas, and 9 minutes and 10 seconds on the interstate. The ERF shall be capable of: providing the equipment, technical expertise, knowledge, skills, and abilities to initiate mitigation of a hazardous materials incident, dependant on the complexity of the incident; in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk HAZMAT incidents requiring a minimum effective response force (ERF) of five firefighters and officers [ERF-5], the total response time for the arrival of the ERF shall be 11 minutes and 40 seconds in urban areas, 13 minutes and zero seconds in rural areas, and 16 minutes and zero seconds on the interstate. The ERF shall be capable of: providing the equipment, technical expertise, knowledge, skills, and abilities to initiate mitigation of a hazardous materials incident, dependant on the complexity of the incident; in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk HAZMAT incidents requiring a minimum effective response force (ERF) of six firefighters and officers [ERF-6], the total response time for the arrival of the ERF shall be 11 minutes and 40 seconds in urban areas, 13 minutes and zero seconds in rural areas, and 16 minutes and zero seconds on the interstate. The ERF shall be capable of: providing the equipment, technical expertise, knowledge, skills, and abilities to initiate mitigation of a hazardous materials incident, dependant on the complexity of the incident; in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk HAZMAT incidents requiring a minimum effective response force (ERF) of seven firefighters and officers [ERF-7], the total response time for the arrival of the ERF shall be 11 minutes and 40 seconds in urban areas, 13 minutes and zero seconds in rural areas, and 16 minutes and zero seconds on the interstate. The ERF shall be capable of: providing the equipment, technical expertise, knowledge, skills, and abilities to initiate mitigation of a hazardous materials incident, dependant on the complexity of the incident; in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk HAZMAT incidents requiring a minimum effective response force (ERF) of eight firefighters and officers [ERF-8], the total response time for the arrival of the ERF shall be 11 minutes and 40 seconds in urban areas, 13 minutes and zero seconds in rural areas, and 16 minutes and zero seconds on the interstate. The ERF shall be capable of: providing the equipment, technical expertise, knowledge, skills, and abilities to initiate mitigation of a hazardous materials incident, dependant on the complexity of the incident; in accordance with CRFD standard operating guidelines.

For 90% of all high-risk HAZMAT incidents requiring a minimum effective response force (ERF) of 14 firefighters and officers [ERF-14], the total response time for the arrival of the ERF shall be 16 minutes in all population densities. The ERF shall be capable of: providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate or initiate mitigation of a hazardous materials incident, dependant on the complexity of the incident, in accordance with CRFD standard operating guidelines.

Performance Benchmarks: Wildland

For 90 % of all wildland fire response incidents, the total response time for the arrival of the first-due unit, staffed with three firefighters, shall be 7 minutes and 10 seconds in urban areas, 8 minutes and 20 seconds in rural areas, and 9 minutes and 10 seconds on interstate calls. The first due unit shall be capable of: providing 300 gallons of water and a pumping capacity of 100 gallons per minute (GPM); initiating command; providing size-up; identify life safety concerns, developing an incident action plan (IAP); determining resource needs; establish lookouts, communications, escape routes and safety zones (LCES); and implement the IAP in accordance with CRFD standard operating guidelines.

For 90% of all low-risk wildland-urban interface incidents requiring a minimum effective response force (ERF) of three firefighters and officers [ERF-3], the total response time for the arrival of the ERF shall be 7 minutes and 10 seconds in urban areas, 8 minutes and 20 seconds in rural areas and 10 minutes and 10 seconds on the interstate. The ERF shall be capable of: establishing command; providing for accountability; determining the need for additional resources; establish lookouts, communications plan, escape routes, and safety zones (LCES); providing a water supply; support the IAP in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk wildland-urban interface incidents requiring a minimum effective response force (ERF) of nine firefighters and officers [ERF-9], the total response time for the arrival of the ERF shall be 16 minutes in all population areas. The ERF shall be capable of: establishing command; providing for accountability; determining the need for additional resources; establish lookouts, communications plan, escape routes, and safety zones (LCES); providing a water supply; support the IAP in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk wildland-urban interface incidents requiring a minimum effective response force (ERF) of 19 firefighters and officers [ERF-19], the total response time for the arrival of the ERF shall be 16 minutes in all population areas. The ERF shall be capable of: establishing command; providing for accountability; determining the need for additional resources; establish lookouts, communications plan, escape routes, and safety zones (LCES); providing a water supply; support the IAP in accordance with CRFD standard operating guidelines.

Performance Benchmarks: Technical Rescue

For 90 % of all technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with three firefighters, shall be 7 minutes and 10 seconds in urban areas, 8 minutes and 20 seconds in rural areas, and 9 minutes and 10 seconds on interstate calls. The first due unit shall be capable of: initiating command; determining the need for additional resources; denying entry; initial reconnaissance; atmospheric monitoring (if applicable) and provide triage, initial treatment of victims (if needed) without endangering response personnel in accordance with CRFD standard operating guidelines.

For 90% of all low-risk technical rescue incidents requiring a minimum effective response force (ERF) of six firefighters and officers [ERF-6], the total response time for the arrival of the ERF shall be 8 minutes and 50 seconds in all population areas. The ERF shall be capable of: establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

For 90% of all low-risk technical rescue incidents requiring a minimum effective response force (ERF) of seven firefighters and officers [ERF-7], the total response time for the arrival of the ERF shall be 8 minutes and 50 seconds in all population areas. The ERF shall be capable of: establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk technical rescue incidents requiring a minimum effective response force (ERF) of nine firefighters and officers [ERF-9], the total response time for the arrival of the ERF shall be 16 minutes and zero seconds in all population areas. The ERF shall be capable of: establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

For 90% of all moderate-risk technical rescue incidents requiring a minimum effective response force (ERF) of 11 firefighters and officers [ERF-11], the total response time for the arrival of the ERF shall be 16 minutes and zero seconds in all population areas. The ERF shall be capable of: establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

For 90% of all high-risk technical rescue incidents requiring a minimum effective response force (ERF) of 18 firefighters and officers [ERF-18, ERF-19, ERF-21, ERF-24], the total response time for the arrival of the ERF shall be 16 minutes and zero seconds in all population areas. The ERF shall be capable of: establishing patient contact; staging and apparatus set up; providing technical expertise, knowledge, skills and abilities during technical rescue incidents; and providing Advanced Life Support (ALS) treatment and transport in accordance with CRFD standard operating guidelines.

G. Evaluation and Compliance Methodology

Evaluation Methodology

The department will monitor its performance and compliance monthly and annually in accordance with Administrative Directive 2011-05 Department Goals and Objectives Review. Monthly, the department will review and report, at a minimum, the following performance factors;

- Call processing time (by service type)
- Turnout time (station/company)
- 1st due total response time by population
- Moderate Risk EMS ERF total response time by population

Upon adoption of this document (2023 Standards of Cover), monthly reports shall include the number of incidents, the 90th percentile and percent compliance to adopted benchmarks (performance goals). As previously stated, Section F: Performance Objectives, the benchmarks are established at the 80th percentile from 2019 - 2023. Monthly performance reports are distributed internally for all members to review and are made available to the Public Safety Commission, Town Manager and Town Council for review and comment.

Annually, the department completes a comprehensive review, evaluating all service types, risk levels and planning zones. This review will be conducted and presented as part of the department's Annual Retreat and support the Annual Compliance Report (ACR) submitted to the Commission on Fire Accreditation International (CFAI). Annually, the department reviews its performance, updates its baselines and reports on compliance to adopted benchmark statements based on the following criteria:

- Baselines based on the most current year's response data:
  - Call processing time
  - Turnout time
  - Performance thresholds: *as identified in the proposed 2021 Fire Master Plan*
  - Turnout time
  - EMS ERF (moderate risk)
- Performance compared to adopted benchmarks based on the 80th percentile from 2018-2022 response data:
  - Turnout time
  - 1st due total response time
  - EMS ERF (all risk)
  - Fire ERF (low & moderate risk)
  - HAZMAT ERF (low and moderate risk)
  - Wildland Fire (low risk)
  - Technical Rescue (low risk)
- The benchmark for call processing has been established in cooperation with Douglas Regional Communication Center (DRCC) and is based on the the CALEA standard of 60 seconds.
- The following incident types and risk levels, due to insufficient data to establish data-driven benchmarks, will be measured against a 16:00 benchmark.
  - Fire ERF (high risk)
  - HAZMAT ERF (high risk)
  - Tech Rescue (moderate and high risk)
  - Wildland (moderate and high risk

The annual performance and compliance reports are distributed to all members for review, presented to the department's executive staff and/or strategic planning team, Public Safety Commission, Town Manager, and Town Council. The Standards of Cover will be amended annually to include the most recent year's performance and progress on any recommendations contained within this Standards of Cover document. The amended Standards of Cover document will be presented to Town Council for review and adoption. This presentation shall include;

- Call volumes and trends
  - Jurisdiction
  - Stations
  - Planning zones
- Updated baselines and benchmarks
  - Cause of any significant changes (greater than 10% change)
- Identified service gaps
  - Recommended action (if any)

If at any time the Accreditation Manager determines the need, based on trends or a single event, to perform a detailed or root cause analysis, the results of that analysis will be presented to the Deputy Chief and Fire Chief as necessary.

Compliance Team / Responsibility

The department's compliance team will consist of a team leader, and at least three line members. Ideally, the line members would represent each shift and rank, but this is not mandatory.

The compliance team will convene at least annually to review selected low frequency / high risk incident types to determine:

- Compliance to performance standards
- Adherence to SOGs
- Effectiveness of critical task analysis (CTA)
- ERF assignments and utilization
- Data trends: identify areas of concern or needing further investigation

Based on the review process and result, the compliance team should make data-driven recommendations for improvement to the department's executive staff as appropriate.

Continuous Improvement Strategy

The continuous improvement strategy will be accomplished through the review of the data as provided by the compliance team to the command staff, and executive staff. These teams will recommend options or appropriate actions to be taken to address any deficiencies or forecasted change, growth or other identified external factors. These recommendations will be made to the Fire Chief for consideration and implementation based on the Standards of Cover, Community Risk Assessment, Strategic Plan, and Self-Assessment Manual.

Subsequently, the Fire Chief will determine the most appropriate actions to be implemented based upon these documents, the Vision, Mission, and Values of the department and Town of Castle Rock. It is the expectation that these actions will result in improvements in the needed areas. When significant changes or actions are needed that may drastically change the level of service, the Fire Chief will provide this information to the Town Manager and, as necessary, Town Council, for review, consideration, and approval. The end result is that the department's overall ability to provide service to the community and customers should improve.

H. Conclusion and Recommendations

Conclusions

For the evaluation period (2020– 2024), Castle Rock Fire and Rescue Department (CRFD) has sufficient call volume to adequately evaluate the 1st arriving apparatus in most planning zones. The notable exception is Planning Zone 8 (PZ8), with a maximum annual call volume of 15 calls per year and a total call volume of 63 calls for service since 2020. In recent years, the general trend for the annual calls for service has been increasing. However, the department experienced a decrease of roughly 8% in 2020 due to the COVID-19 pandemic. In addition to monitoring the total number of calls for service, CRFD monitors simultaneous incidents (an incident that occurs at the same time as another incident within the same station area or planning zone). When simultaneous incidents occur, they require resources to respond from further away resulting in longer response times.

CRFD's compliance with adopted first due arrival benchmarks fluctuates, primarily based on incident location and proximity of the primary apparatus. There are known service gaps within the jurisdiction, specifically portions of planning zone 6 (PZ6), portions of planning zone 7 (PZ7), and planning zone 8 (PZ8).

The area of concern in PZ6 is that it is a considerable distance from Stations 153 and 155, and the primary route for Station 155 includes a long hill and winding neighborhood streets. The primary route for Station 153 includes a soft surface (gravel) road that further slows apparatus responses. In 2019, due to road and bridge improvements, response plans were updated to have Station 155 respond to FMZs 15603 and 15617 in place of Station 153. Additionally, to help ensure the quickest response possible, CRFD maintains an automatic aid agreement with Franktown Fire Protection District who co-responds on most calls for service in fire management zone (FMZ) 15603. In 2024, the whole of PZ6 generated 240 calls for service, 113 of which were in FMZ 15603. The department has begun the process of securing physical and human capital for an anticipated station opening in the mid to late 2026 timeframe.

Within PZ7, CRFD opened fire station Station 152 in August 2018, which improved 1st due responses throughout the majority of that planning zone. However, with the continued growth in PZ7, areas that had lower population densities and were considered rural (less than 1.000 people per square mile) are now urban are with higher population densities, specifically FMZ 15740. This caused a significant drop in performance and compliance in

PZ7. The department will need to continue to monitor PZ7 performance to see if this trend continues.

Historically, PZ8 has generated a maximum of 15 calls and is sparsely populated (total population 353) with large tracts of open land used for livestock. However, there has been renewed interest in this area. Construction is underway for Interstate 25 from Crystal Valley Parkway to the West Frontage Road, a large "big-box" / bulk retailer has submitted plans to build directly adjacent to the proposed interchange, and approval has been given to develop a 5,850 home and mixed use planned community in the area. The Town and department are actively involved in these discussions with the intent to ensure the developments meet the Town's, department's, and community public safety expectations.

Another planning zone that requires discussion is Planning Zone 9 (PZ9). Annually, PZ9 generates 494 calls for service (average), which exceeds the 2021 Master Plan's call volume threshold for consideration of a new fire station. The long-term performance in this area is show a negative trend. With Stations 151 and 154 becoming busier, this negative trend is expected to continue and likely increase in its slope and impact to the agency's ability to provide acceptable levels of service to the community.

The Town of Castle Rock continues to see considerable growth in both the commercial and residential sectors. That growth has translated into an increasing call volume in all service categories. Historically, apparatus unit hour utilization (UHU) increases with call volume. However, there are a couple factors that have affected the UHU trend.

Apparatus	Performance Threshold	2020 UHU	2024 UHU	Change (20' - 24')
Quint 151	29%	6.90%	8.80%	27.54%
Engine 152		2.80%	4.30%	53.57%
Engine 153		2.90%	3.50%	20.69%
Engine 154		6.70%	9.30%	38.80%
Quint 155		4.40%	3.50%	-20.45%
Medic 151		13.00%	16.00%	23.07%
Medic 153		6.20%	7.90%	27.42%
Medic 154		12.50%	15.30%	22.40%

When evaluating the Effective Response Force (ERF) by service type (EMS, fire, HAZMAT, wildland, technical rescue) and risk level (low, moderate, high), CRFD does not have sufficient call volume to generate a statistically valid sample size for trending or forecasting analysis with the exception of EMS.

Recommendations

While striving "to be the best", the department must make changes, based on sound statistical data, that would allow for an improvement in the delivery of services and increased safety to the community as well as emergency responders. Understanding the current financial and political climate as well as the costs associated with any recommendation, the department reviewed each of the following recommendations to ensure they are consistent with community expectations, within the scope and reach of the department, and achievable with existing resources or plans. Therefore, the following recommendations are made based on the results of the Standards of Cover process:

- *Continue to monitor its performance in PZ2 to determine if the increase in compliance is a single year event or if the overall trend is improving.*
  - *Accreditation Manager*
- *Continue the physical and financial planning for Station 156 with a goal of opening the station in mid to late 2026*
  - *Fire Chief*
- *Closely monitor medic unit call volume, utilization, depletion, and call distribution as they are approaching the planning thresholds established in the 2021 Fire Master Plan*
  - *Accreditation Manager*
- *Closely monitor Planning Zone 9 (PZ9) for growth, increasing calls for service and performance.*
  - *Accreditation Manager*
- *Monitor the potential growth in Planning Zone 8 (PZ8) to anticipate changes that may drive the need for additional resources.*
  - *Accreditation Manager & Fire Chief*

Finally, the department should provide an annual update to the Standards of Cover to the Public Safety Commission, Town Manager and Town Council that details call volumes and trends, updated baselines and benchmarks, and any service gaps and recommended action (if any).

Appendices, Exhibits and Attachments

Appendix A: Community Survey Definitions
Appendix B: Critical Task Analysis
Appendix C: Emergency Medical Services Data Table
Appendix D: Fire Suppression Data Tables
Appendix E: Hazardous Materials Data Tables
Appendix F: Wildland Fire Suppression Data Tables
Appendix G: Technical Rescue Data Tables

Appendix A: Community Survey Definitions

Category	Description
Auto/Mutual Aid	expectations/concerns related to the use of and maintenance of automatic / mutual aid agreements
Code Enforcement / Development	expectations/concerns related to Fire and Life Safety Codes
Community involvement	visibility, public image, approachability, involvement with community events
Community Para-Medicine	expectations/concerns specific to community para-medicine
Consolidation	Fire Department merger and/or consolidation
Core service	relates to core services, fire suppression, EMS, wildland, and special hazards
Cultural	ability to respond to a diverse community
Disaster preparedness	ability to respond to large scale incidents, special hazard readiness, emergency management, etc.
EMS	EMS specific concerns and expectations
Equipment/apparatus	expectations/concerns relating to equipment and apparatus
Fiscal responsibility	our ability to be fiscally responsible
Funding	expectations/concerns relating to changes in funding
Growth/development	expectations/concerns relating to growth and development
Health and Wellness	expectations/concerns relating to the health and wellness of fire department staff
None	no entry provided
Operational Security	expectations/concerns relating to scene control or operational security
Plan Development / Cohesion	expectations/concerns relating to the development and cohesion of Fire Department plans with the Town of Castle Rock
Professionalism	expectations/concerns relating to the professionalism of Department members
Public education	expectations/concerns relating to public education
Qualities	community expectations as they relate to traits and qualities that our personnel ought to possess
Resource Deployment	expectations/concerns relating to the deployment of resources throughout the jurisdiction
Resources	expectations/concerns relating to physical, financial, and personnel needs
Response time	expectations/concerns relating to timely responses to emergencies
Staffing	expectations/concerns relating to staffing
Support Services	expectations/concerns relating to operations support (logistics, EVT)
Training/education	expectations/concerns relating to training and education for our members
Wildfire	expectations/concerns relating to wildfire and potential for wildfire

Appendix B: Critical Task Analysis

This appendix details the latest review and update of CRFD's Critical Task Analysis (CTA). They are organized by service type (EMS, Fire, HAZMAT, Wildland, Technical Rescue, and Other Services) and risk level (low, moderate, and high).

The following CTAs were updated to reflect the 2024 implementation of a Safety and Training Office (STO). For all response data prior to 2024, the CTAs and effective response force do not include the STO, and the incident safety officer role is assigned to the second arriving chief officer.

Critical Task Analysis: EMS

Response Plan: Medical Assist; Clinic Response (Emergent) [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
Total # of Responding Personnel	2	Total # of Personnel Needed	2		

Response Plan: Medical Assist; Alpha (Non-Emergent) [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1	*	3
		Scene Safety	1	*	
		Documentation	1		
		Patient Assessment	1		
		Outside Scene Safety	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
Total # of Responding Personnel	5	Total # of Personnel Needed	5		

Response Plan: Medical Alarm (Emergent) [Moderate]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Scene Safety	1		
		Patient Assessment	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
Total # of Responding Personnel	5	Total # of Personnel Needed	5		

Response Plan: Medical Assist; Bravo, Charlie, Delta (Emergent) [Moderate]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1	*	3
		Scene Safety	1	*	
		Documentation	1		
		Patient Assessment	1		
		Outside Scene Safety	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
Total # of Responding Personnel	5	Total # of Personnel Needed	5		

Response Plan: Train Accident [Moderate] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Scene Safety	1	*	
		Scene Triage	1	*	
		Hazards Mitigation	2		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1su Due Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
Total # of Responding Personnel	7	Total # of Personnel Needed	7		

Response Plan: MVC / Injury Crash [Moderate] - UPDATED 12/30/2021					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Scene Safety	1		
		Scene Triage	1	*	
		Initial Patient Triage	1	*	
		Hazards Mitigation	1		
2nd Due Suppression	3	Blocker	1		1
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
Total # of Responding Personnel	8	Total # of Personnel Needed	6		

Response Plan: Auto Ped or Auto Bike MVC [Moderate] - UPDATED 1/10/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Scene Safety	1	*	
		Scene Triage	1	*	
		Extrication Equipment Operation	2		
		Hazards Mitigation	1	*	
2nd Due Suppression	3	Blocker	1		1
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
Total # of Responding Personnel	8	Total # of Personnel Needed	6		

Response Plan: Medical Assist; Echo [High]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initial Incident Command	1	*	3
		Scene Safety	1	*	
		Documentation	1		
		Patient Assessment	1		
		Secondary Caregiver	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Due Chief	1	Incident Command	1		1
		Scene Safety	1	*	
Total # of Responding Personnel	6	Total # of Personnel Needed	6		

Response Plan: MVA I25 [High] – UPDATED 1/10/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Scene Safety	1		
		Scene Triage	1	*	
		Initial Patient Triage	1	*	
		Hazards Mitigation	1		
2nd Due Suppression (ADDED)	3	Blocker	1		1
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
Total # of Responding Personnel	8	Total # of Personnel Needed	6		

Response Plan: MCI [High] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initial Incident Command	1		3
		Scene Triage	1	*	
		Extrication Equipment Operation	2	*	
		Hazards Mitigation	2	*	
2nd Due Suppression Apparatus	3	Extrication Group Supervisor	1		3
		Safety Line from Engine	2		
3rd Due Suppression Apparatus	3	Assist with patient care and/or extrication	3		3
1st Due Medic	2	Patient Triage	2		2
2nd Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
3rd Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
4th Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	20	Total # of Personnel Needed	20		

Critical Task Analysis: Fire Suppression

Response Plan: Down Power Lines [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1		3
		Investigation for source	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Residential Fire Alarm [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Incident Command	1		3
		Safety Officer	1	*	
		Size up/determine need for additional resources	1	*	
		Investigation for Source	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Alarm Reset [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command Determine Additional Resources	1		3
		Scene Safety	1		
		Patient Assessment	1		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Arcing Transformer [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Investigation for source	1		
		Size up/determine need for additional resources	1		
		Accountability	1		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Commercial Fire Alarm [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Safety Officer	1	*	
		Size up/determine need for additional resources	1	*	
		Investigation for Source	2		
2nd Due Suppression Apparatus (Non-Emergent)	3	Support Investigation and Control Panel	2		3
		Secure FDC	1		
Total # of Responding Personnel	6	Total # of Personnel Needed	6		

Response Plan: Lightning Strike [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initial Size-up	1	*	3
		Investigation for damage/fire	2		
		Establishment of initial water supply (pump operator)	1		
		Prepare for Initial attack	1	*	
2nd Due Suppression Apparatus	3	Assist with Investigation for damage/fire	2		2
		Establish uninterrupted water supply	1	*	
Total # of Responding Personnel	6	Total # of Personnel Needed	5		

Response Plan: Smoke Investigation, Inside [Low] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Safety Officer	1	*	
		Size Up/Determine need for additional resources	1	*	
		Investigation for Source	2		
		Prepare for fire attack	1	*	
2nd Due Suppression Apparatus	3	Secure Water Supply	1	*	3
		Assist with Investigation for Source	3		
1st Due Chief	1	Incident Command	1	*	1
		Size up/determine need for additional resources		*	
		Accountability		*	
Total # of Responding Personnel	7	Total # of Personnel Needed	7		

Response Plan: Passenger Car / Pick-Up Fire [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of initial water supply (pump operator)	1		
		Establishment of primary attack line	2		
		Position as attack engine	1	*	
2nd Due Suppression Apparatus	3	Assist with primary attack line	2		3
		Position as supply engine	1	*	
		Exposure protection	2	*	
Total # of Responding Personnel	6	Total # of Personnel Needed	6		

Response Plan: Unattached Outbuilding Fire, Hydranted [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of uninterrupted water supply (pump operator)	1		
		Establishment of primary attack line	2		
2nd Due Suppression Apparatus	3	Assist with primary attack line	2	*	3
		Establishment of secondary attack line	2		
		Establishment of secondary water supply (pump operator)	1	*	
		Exposure protection	2	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2	*	
		Initial civilian EMS (triage, treatment, and transport)	2	*	
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
Total # of Responding Personnel	**9**	Total # of Personnel Needed	**9**		

Response Plan: Appliance Fire [Low] – UPDATED 12/31/2021					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of uninterrupted water supply (pump operator)	1		
		Establishment of primary attack line	2		
1st Due Aerial Apparatus	3	Assist with primary attack line	2	*	3
		Search and rescue	2		
		Ventilation	1	*	
		Exposure protection	2	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2	*	
		Initial civilian EMS (triage, treatment, and transport)	2	*	
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
Total # of Responding Personnel	9	Total # of Personnel Needed	9		

Response Plan: Unattached Outbuilding Fire, Hydranted [Low] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of uninterrupted water supply (pump operator)	1		
		Establishment of primary attack line	2		
2nd Due Suppression Apparatus	3	Assist with primary attack line	2	*	3
		Establishment of secondary attack line	2		
		Establishment of secondary water supply (pump operator)	1	*	
		Exposure protection	2	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2	*	
		Initial civilian EMS (triage, treatment, and transport)	2	*	
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
Total # of Responding Personnel	**10**	Total # of Personnel Needed	**10**		

Response Plan: Train Fire [Moderate] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of initial water supply (pump operator)	1		
		Establishment of primary attack line	2		
		Position as attack engine	1	*	
1st Due Aerial	3	Assist with primary attack line	2		3
		Aerial Operations (as required)	1	*	
		Exposure protection	2	*	
1st Due Medic	2	Assist with primary attack line	2	*	2
		Initial civilian EMS (triage, treatment, and transport)	2	*	
1st Due Tender	1	Position for nurse operations or Tender Shuttle as required	1		1
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
Total # of Responding Personnel	11	Total # of Personnel Needed	11		

Response Plan: Commercial Carrier Fire [Moderate] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of initial water supply (pump operator)	1		
		Establishment of primary attack line	2		
		Position as attack engine	1	*	
2nd Due Suppression Apparatus	3	Assist with primary attack line	2		3
		Position as supply engine	1	*	
		Exposure protection	2	*	
1st Due HAZMAT	3	Containment / Mitigation (as applicable)	2		*3*
		Emergency Decon / Decon	1	*	
		Equipment / Supplies	2	*	
1st Due Medic	2	Initial civilian EMS (triage, treatment, and transport)	2	*	2
		Assist with primary attack line	2	*	
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
		Advanced Warning (as needed)	1	*	
Total # of Responding Personnel	13	Total # of Personnel Needed	13		

Response Plan: Unattached Outbuilding Fire, Unhydranted [Moderate] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of uninterrupted water supply (pump operator)	1		
		Establishment of primary attack line	2		
2nd Due Suppression Apparatus	3	Assist with primary attack line	2		3
		Position as supply engine	1	*	
		Exposure protection	2	*	
		Pump operator as Water Supply Group Supervisor	1	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2	*	
		Initial civilian EMS (triage, treatment, and transport)	2	*	
1st, 2nd, 3rd, and 4th Due Water Tenders	4	Water Supply Group Supervisor	4		4
		Uninterrupted water supply			
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
Total # of Responding Personnel	14	Total # of Personnel Needed	14		

Response Plan: Residential Structure Fire, Hydranted [Moderate] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Engine	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of initial water supply (pump operator)	1		
		Establishment of primary attack line	2		
2nd Due Engine	3	Assist with primary attack line	2	*	3
		Establishment of secondary attack line	2		
		Establishment of secondary water supply (pump operator)	1	*	
		Exposure protection	2	*	
3rd Due Engine	3	IRIT/RIC	3		3
1st Due Aerial	3	Search and rescue or vertical ventilation	2	*	3
		Aerial device operator	1		
		Outside ventilation	1	*	
		Portable ground ladders	1	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2	*	
		Initial civilian EMS (triage, treatment, and transport)	2	*	
2nd Due Medic Unit	2	Patient Care and Transport (as needed)	2		2
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	19	Total # of Personnel Needed	19		

Response Plan: Commercial Structure Fire, Hydranted [High] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Engine	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of uninterrupted water supply (pump operator)	1		
		Establishment of primary attack line	2		
2nd Due Engine	3	Assist with primary attack line	2		3
		Establishment of secondary water supply (pump operator)	1	*	
		Supplement FDC (sprinkler/standpipe systems)	1	*	
3rd Due Engine	3	Establishment of secondary (backup) attack line	3		3
		Exposure protection	3	*	
4th Due Engine	3	IRIT/RIC	3		3
1st Due Aerial	3	Search and rescue or vertical ventilation	2		3
		Aerial device operator	1		
		Outside ventilation	1	*	
		Portable ground ladders	1	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2	*	
		Initial civilian EMS (triage, treatment, and transport)	2	*	
2nd Due Medic	2	Patient Care and Transport (as needed)	2		2
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	22	Total # of Personnel Needed	22		

Response Plan: Residential Structure Fire, Unhydranted [Moderate] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Engine	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of initial water supply (pump operator)	1		
		Establishment of primary attack line	2		
		Position as attack engine	1	*	
2nd Due Engine	3	Assist with primary attack line	2		3
		Position as supply engine	1	*	
		Exposure protection	2	*	
		Pump operator as Water Supply Group Supervisor	1	*	
3rd Due Engine	3	IRIT/RIC	3		3
1st Due Aerial	3	Search and rescue or vertical ventilation	2	*	3
		Aerial device operator	1		
		Outside ventilation	1	*	
		Portable ground ladders	1	*	
		Exposure protection	2	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2	*	
		Initial civilian EMS (triage, treatment, and transport)	2	*	
2nd Due Medic	2	Patient Care and Transport (as needed)	2		2
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources		*	
		Accountability		*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
3rd Due Chief	1	Water Supply Group Supervisor	1		1
1st, 2nd, 3rd, and 4th Due Water Tenders	4	Uninterrupted water supply	4		4
Total # of Responding Personnel	24	Total # of Personnel Needed	24		

Response Plan: Commercial Structure Fire, HAZMAT [SPECIAL] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Engine	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of uninterrupted water supply (pump operator)	1		
		Establishment of primary attack line	2		
2nd Due Engine	3	Assist with primary attack line	2		3
		Establishment of secondary water supply (pump operator)	1	*	
		Supplement FDC (sprinkler/standpipe systems)	1	*	
3rd Due Engine	3	Establishment of secondary (backup) attack line	3		3
		Exposure protection	3	*	
4th Due Engine	3	IRIT/RIC	3		3
1st Due Aerial	3	Search and rescue or vertical ventilation	2		3
		Aerial device operator	1		
		Outside ventilation	1	*	
		Portable ground ladders	1	*	
1st Due HAZMAT	3	Research	1		3
		Complexity Analysis	1		
		Hazmat Group	1		
		Equipment / Supplies	1	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2	*	
		Initial civilian EMS (triage, treatment, and transport)	2	*	
2nd Due Medic	2	Patient Care and Transport (as needed)	2		2
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	25	Total # of Personnel Needed	25		

Response Plan: Commercial Structure Fire, Unhydranted [High] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Engine	3	Initiate Command / Initial Size-up	1	*	3
		Establishment of initial water supply (pump operator)	1		
		Establishment of primary attack line	2		
		Position as attack engine	1	*	
2nd Due Engine	3	Assist with primary attack line	2		3
		Position as an attack engine	1	*	
		Exposure protection	2		
3rd Due Engine	3	Establishment of secondary (backup) attack line	2		3
		Pump operator as Water Supply Group Supervisor	1	*	
		Position as supply engine	1		
4th Due Engine	3	IRIT/RIC	3		3
1st Due Aerial	3	Search and rescue or vertical ventilation	2		3
		Aerial device operator	1		
		Outside ventilation	1	*	
		Portable ground ladders	1	*	
		Exposure protection	2	*	
1st Due Medic Unit	2	Assist with primary attack line	2	*	2
		Search and rescue	2		
		Initial civilian EMS (triage, treatment, and transport)	2		
2nd Due Medic	2	Patient Care and Transport (as needed)	2		2
1st, 2nd, 3rd, and 4th Due Water Tenders	4	Uninterrupted water supply	4		4
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Battalion Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
1st Due Division Chief	1	Senior Advisor or Division/Group Supervisor	1		1
2nd Due Division Chief	1	Water Group Supervisor	1		1
Total # of Responding Personnel	27	Total # of Personnel Needed	27		

Critical Task Analysis: HAZMAT

Response Plan: LP/Gas Leak, Outside [Low]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1		3
		Investigation for source	2		
		Accountability	1	*	
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Environmental Alarm [Low]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Incident Command	1		3
		Scene Safety	1		
		Atmospheric Monitoring	1		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: CO Alarm Asymptomatic [Low]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Incident Command	1		3
		Scene Safety	1		
		Atmospheric Monitoring	1		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Fuel Spill Less Than 25 Gallons [Low]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Investigation for source	1		
		Mitigation	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: CO Alarm Symptomatic [Moderate]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Incident Command	1	*	3
		Scene Safety	1		
		Patient Assessment	1		
		Atmospheric Monitoring	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
Total # of Responding Personnel	5	Total # of Personnel Needed	5		

Response Plan: Chemical / Biological Investigation [Moderate] - 1/10/2024

Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Investigation for source	1		
		Containment	1		
		Assess need for emergency Decon	1	*	
		Area Isolation	1		
1st Due HAZMAT	3	Containment / Mitigation (as applicable)	1		3
		Emergency Decon / Decon	2		
		Supplies and Equipment	1	*	
1st Due Chief	1	Incident Command	1	*	1
		Size up/determine need for additional resources			
		Accountability		*	
1st Due Bureau (non-emergent**)	1**	Determine need for investigation	1	*	1**
		Evidence Collection	1	*	
		Law enforcement liaison	1		
Total # of Responding Personnel	7	Total # of Personnel Needed	7		

Response Plan: Chlorine Alarm [Moderate]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Incident Command	1	*	3
		Scene Safety	1	*	
		Patient Assessment	1		
		Outside Scene Safety	1		
		Atmospheric Monitoring	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Due HAZMAT	3	HAZMAT Investigation & Air Monitoring	3		3
Total # of Responding Personnel	8	Total # of Personnel Needed	8		

Response Plan: Fuel Spill Greater Than 25 Gallons [Moderate] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Investigation for source	1	*	
		Containment	1		
		Assess need for emergency Decon	1	*	
		Area Isolation	1	*	
1st Due HAZMAT	3	Containment / Mitigation (as applicable)	1		3
		Emergency Decon / Decon	2		
		Equipment / Supplies	1	*	
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Scene Safety	1	*	1
		Incident Command	1		
		Size up/determine need for additional or specialized resources	1	*	
		Accountability	1	*	
1st Due Bureau (non-emergent**)	1**	Code Enforcement	1	*	1**
		HAZMAT Billing	1	*	
Total # of Responding Personnel	8	Total # of Personnel Needed	8		

Response Plan: LP/Gas Leak, Inside [Moderate]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Interior investigation for source	2		
		Establishment of initial water supply (pump operator)	1		
2nd Due Suppression Apparatus	3	Secure water supply	1	*	3
		Prepare for Initial attack	2		
		Assist with investigation for source	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Due Chief	1	Scene Safety	1	*	1
		Incident Command	1		
		Size up/determine need for additional or specialized resources	1	*	
		Accountability	1	*	
Total # of Responding Personnel	9	Total # of Personnel Needed	9		

Response Plan: Gas Line Rupture [Moderate]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Investigation for source	2		
		Establishment of initial water supply (pump operator)	1		
2nd Due Suppression Apparatus	3	Secure water supply	1	*	3
		Prepare for Initial attack	2		
		Assist with investigation for source	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Due Chief	1	Scene Safety	1	*	1
		Incident Command	1		
		Size up/determine need for additional or specialized resources	1	*	
		Accountability	1	*	
Total # of Responding Personnel	9	Total # of Personnel Needed	9		

Response Plan: HAZMAT [High] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Initiate Command / Initial Size-up	1	*	3
		Product Identification	1	*	
		Recon / Atmospheric Monitoring	1		
		Victim Isolation	1		
		Area Isolation	1		
2nd Due Suppression Apparatus	3	Containment / Mitigation (as applicable)	1	*	3
		Emergency Decon / Decon	2		
		Establish Water Supply (as applicable)	1	*	
1st Due HAZMAT	3	Research	1		3
		Complexity Analysis	1		
		Hazmat Group	1		
		Equipment / Supplies	1	*	
1st Due Medic Unit	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
2nd Due Medic	2	Medical Group	1		2
		Rehab / Recovery	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional or specialized resources	1	*	
		Accountability	1	*	
1st Due Bureau (non-emergent**)	1**	Determine need for investigation	1	*	1**
		Evidence Collection	1	*	
		Law enforcement liaison	1		
Total # of Responding Personnel	15	Total # of Personnel Needed	15		

Critical Task Analysis: Wildland Fire Suppression

Response Plan: Illegal/Controlled Burn [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Safety Officer	1	*	
		Size up/determine need for additional resources	1	*	
		Investigation Source and Extinguishment	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Smoke Investigation, Outside [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Safety Officer	1	*	
		Size up/determine need for additional resources	1	*	
		Investigation for Source	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Outside Fire [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Safety Officer	1	*	
		Size up/determine need for additional resources	1	*	
		Investigation for Source	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Small Brush Fire [Moderate] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Brush	3	Primary Investigation	1	*	3
		Determine Location, Size of Fire and Tactical Plan	1	*	
		Fire Attack	3		
1st Due Engine / Type III	3	Water Supply	1	*	3
		Fire Attack	3		
1st Due Medic	2	Initial civilian EMS (triage, treatment, and transport)	2	*	2
		Lookout (as needed)	2	*	
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
		Obtain Spot Weather	1	*	
Total # of Responding Personnel	10	Total # of Personnel Needed	10		

Response Plan: Large Brush Fire, [Moderate] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Brush	3	Primary Investigation	1	*	3
		Determine Location, Size of Fire and Tactical Plan	1	*	
		Fire Attack	3		
2nd Due Brush	3	Fire Attack	3		3
3rd Due Brush	3	Fire Attack	3		3
1st Due Engine	3	Water Supply	1		3
		Additional Personnel may be reassigned by I.C.	2	*	
1st Due Medic	2	Fire Attack (as needed)	2	*	2
		Medical Group (as needed)	2	*	
2nd Due Medic	2	Initial civilian EMS (triage, treatment, and transport)	2	*	2
		Lookout (as needed)	2	*	
1st Due Tender	1	Water Supply	1		1
1st Safety and Training Officer	1	Incident Safety Officer - LCES	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
		Obtain Spot Weather	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
1st Bureau (non-emergent**)	1**	Investigation	1	*	1**
		UAV / UAS support	1	*	
Total # of Responding Personnel	20	Total # of Personnel Needed	20		

Response Plan: Wildland Interface Fire [High] – UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Brush	3	Primary Investigation	1	*	3
		Determine Location, Size of Fire and Tactical Plan	1	*	
		Fire Attack	3		
2nd Due Brush	3	Fire Attack	3		3
3rd Due Brush	3	Fire Attack	3		3
1st Due Engine	3	Structure Protection (as needed)	3		3
		Water Supply (as needed)	1	*	
		Additional Personnel may be reassigned by I.C.	2	*	
2nd Due Engine / Type III / CAFS	3	Structure Protection	3		3
1st due Tender	1	Water Supply	1		1
1st Due Medic	2	Fire Attack (as needed)	2	*	2
		Medical Group (as needed)	2	*	
2nd Due Medic	2	Initial civilian EMS (triage, treatment, and transport)	2	*	2
		Lookout (as needed)	2	*	
1st Safety and Training Officer	1	Incident Safety Officer - LCES	1		1
1st Due Chief	1	Incident Command	1		1
		Size up/determine need for additional resources	1	*	
		Accountability	1	*	
		Obtain Spot Weather	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
1st Bureau (non-emergent**)	1**	Investigation	1	*	1**
		UAV / UAS support	1	*	
Total # of Responding Personnel	23	Total # of Personnel Needed	23		

Critical Task Analysis: Technical Rescue

Response Plan: Elevator Rescue Non-Emergent Response [Low]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression Apparatus	3	Incident Command	1		3
		Victim Locate / Contact	1	*	
		Victim Rescue	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Entrapment [Low]					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression	3	Initiate Command / Initial Size-up / IAP	1	*	3
		Establish Perimeter, Isolate and Deny Entry	1	*	
		Victim Locate / Contact	1		
		Equipment Set-up / Staging	1	*	
		Life Safety, Hazard Analysis/Control	2		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Due Chief	1	Scene Safety	1	*	1
		Incident Command	1		
		Determine need for additional resources	1	*	
		Accountability	1	*	
Total # of Responding Personnel	6	Total # of Personnel Needed	6		

Response Plan: Dive 2 / Recovery [Moderate] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression	3	Initial incident command / Size-Up / IAP	1	*	3
		Victim Locate	1		
		Haul Team	2		
		Equipment Set-up / Staging	1	*	
1st Due Dive Rescue	3	Victim Recovery	3		3
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
Total # of Responding Personnel	8	Total # of Personnel Needed	8		

Response Plan: Hi/Lo Angle Rescue [Moderate] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Initiate command / Size-Up / IAP	1	*	3
		Victim Locate / Contact	1	*	
		Establish perimeter, isolate	1	*	
		Equipment Set-up / Staging	1	*	
		Life Safety, Hazard analysis/Control	2	*	
1st Due Aerial	3	Additonal Equipment Needs	1	*	3
		Rigging Team	2	*	
		Litter Team	2		
		Rescue Group	1		
1st Due Squad	3	Victim Rescue	1		3
		Haul Team	2		
		Gather additional equipment and personnel	1	*	
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
Total # of Responding Personnel	13	Total # of Personnel Needed	13		

Response Plan: MVA: Multiple Injury / Extrication [Moderate] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Initial Incident Command / Size-Up / IAP	1	*	3
		Scene Safety	1		
		Scene Triage	1	*	
		Initial Patient Triage	1		
		Hazards Mitigation	1		
2nd Due Suppression	3	Blocker	1		1
1st Due Advanced Extrication	3	Extrication equipment operation	2		3
		Rescue Group	1		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
2st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
Total # of Responding Personnel	15	Total # of Personnel Needed	13		

Response Plan: Ice Rescue, Human Victim [High] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression	3	Initial incident command / Size-Up / IAP	1	*	3
		Victim Locate / Contact	1	*	
		Victim Rescue	1		
		Haul Team	2		
		Equipment Set-up / Staging	1	*	
2nd Due Suppression	3	Haul Team	2		3
		Back-Up	1		
1st Due Water Rescue (WTR152)	3	Victim Rescue	1		3
		Surface Team	2		
		Gather additional equipment and personnel	1	*	
1st Due Dive Rescue	3	Victim Rescue	3		3
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
2nd Due Medic	2	Medical Group	1		2
		Rehab/Recovery	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Battalion Chief	1	Incident Command	1		1
		Determine need for additional resources	1	*	
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	19	Total # of Personnel Needed	19		

Response Plan: Dive 3 / Drowning [High] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Initial Incident Command / Size-Up / IAP	1	*	3
		Victim Locate / Contact	1	*	
		Victim Rescue	1		
		Haul Team	2		
		Equipment Setup/Staging	1	*	
2nd Due Suppression	3	Haul Team	2		3
		Back-Up	1		
1st Due Water Rescue (WTR152)	3	Victim Rescue	1		3
		Surface Team	2		
		Gather additional equipment and personnel	1	*	
1st Due Dive Rescue	3	Victim Rescue	3		3
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
2nd Due Medic	2	Medical Group	1		2
		Rehab/Recovery	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	19	Total # of Personnel Needed	19		

Response Plan: Trench Collapse [High] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed *part time task		
1st Due Suppression	3	Initiate Command / Initial Size-up / IAP	1	*	3
		Establish Perimeter, Isolate and Deny Entry	1	*	
		Initial Atmospheric Monitoring	1	*	
		Victim Locate / Contact	1	*	
		Ladder Access	1	*	
		Ground Pad Placement	1	*	
		Life Safety, Hazard Analysis/Control	2	*	
2nd Due Suppression	3	Panel Team	2	*	3
		Shoring Team	2	*	
1st Due Aerial	3	Additional Equipment Needs	1		3
		Rigging Team	2	*	
		Litter Team	2		
1st Due Collapse Trailer (COL155)	3	Additonal Equipment Needs	1	*	3
		Stabilization / Cut Table	2		
		Rescue Group	1		
1st Due HAZMAT	3	Hazardous Materials Identification	1	*	3
		Air Monitoring	1		
		Hazardous Materials Mitigation	2		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
2nd Due Medic	2	Medical Group	1		2
		Rehab / Recovery	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	22	Total # of Personnel Needed	22		

Response Plan: Confined Space Rescue [High] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Initiate Command / Initial Size-up / IAP	1	*	3
		Establish Perimeter, Isolate and Deny Entry	1	*	
		Atmospheric Monitoring	1	*	
		Victim Locate / Contact	1	*	
		Life Safety, Hazard Analysis/Control	2	*	
2nd Due Suppression	3	Entry	2	*	3
		Search	2	*	
		Rescue	2	*	
1st Due Squad	3	Rescue Group	3	*	3
		Special Equipment Needs	1		
1st Due Aerial	3	Additional Equipment Needs	1		3
		Rigging Team	2	*	
		Haul Team	2		
1st Due HAZMAT	3	Hazardous Materials Identification	1	*	3
		Air Monitoring	1		
		Hazardous Materials Mitigation	2		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
2nd Due Medic	2	Medical Group	1		2
		Rehab / Recovery	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	22	Total # of Personnel Needed	22		

Response Plan: Building Collapse [High] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Initiate Command / Initial Size-up / IAP	1	*	3
		Establish Perimeter, Isolate and Deny Entry	1	*	
		Atmospheric Monitoring	1	*	
		Victim Locate / Contact	1	*	
		Life Safety, Hazard Analysis/Control	2	*	
2nd Due Suppression	3	Search	2	*	3
		Building Stabilization (if needed)	3	*	
3nd Due Suppression	3	Rapid Intervention Team	3		3
1st Due Aerial	3	Additional Equipment Needs	1		3
		Rigging Team	2	*	
		Litter Team	2		
1st Due Squad & Collapse Trailer	3	Additonal Equipment Needs	1	*	3
		Stabilization / Cut Table	2		
		Rescue Group	1		
1st Due Hazmat	3	Hazardous Materials Identification	1	*	3
		Air Monitoring	1		
		Hazardous Materials Mitigation	2		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
2nd Due Medic	2	Medical Group	1		2
		Rehab / Recovery	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	25	Total # of Personnel Needed	25		

Critical Task Analysis: Other

Response Plan: Lock-Out, In Non-Emergent Response [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Verify Vehicle Ownership	1	*	
		Unlock Vehicle	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Water Shut-Off Non-Emergent [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Scene Safety	1	*	
		Determine Need for Additional Resources	1	*	
		Investigate Source & Control	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Lock-Out, Immediate Response [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Incident Command	1		3
		Verify Vehicle Ownership	1	*	
		Unlock Vehicle	2		
Total # of Responding Personnel	3	Total # of Personnel Needed	3		

Response Plan: Aircraft Alert 1 or Alert 2 [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression Apparatus	3	Stand-By / Stage	3		3
1st Due Brush	3	Stand-by / Stage	3		3
Total # of Responding Personnel	6	Total # of Personnel Needed	6		

Response Plan: Explosive Device / Bomb Threat [Low]					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Stand-By / Stage	1	*	3
		Establish Perimeter, Isolate and Deny Entry	1	*	
		Victim Locate / Contact	1		
		Equipment Set-up / Staging	1	*	
		Life Safety, Hazard Analysis/Control	2		
1st Due Medic	2	Stand-By / Stage	1		2
		Primary Caregiver			
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Due Chief	1	Incident Command	1	*	1
		Stand-By / Stage	1		
		Accountability	1	*	
Total # of Responding Personnel	6	Total # of Personnel Needed	6		

Response Plan: Explosion No Fire [Moderate] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Incident Command	1	*	3
		Scene Safety	1	*	
		Determine Need for Additional Resources	1	*	
		Investigate Source & Control	2		
2nd Due Suppression	3	Entry	2	*	3
		Search	2	*	
		Rescue	2	*	
3rd Due Suppression	3	Rapid Intervention Team	3		3
1st Due Aerial	3	Additional Equipment Needs	1		3
		Rigging Team	2	*	
		Litter Team	2		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	17	Total # of Personnel Needed	17		

Response Plan: Explosion with Fire [Moderate] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Suppression	3	Incident Command	1	*	3
		Scene Safety	1	*	
		Determine Need for Additional Resources	1	*	
		Investigate Source & Control	2		
2nd Due Suppression	3	Entry	2	*	3
		Search	2	*	
		Rescue	2	*	
3rd Due Suppression	3	Rapid Intervention Team	3		3
1st Due Aerial	3	Additional Equipment Needs	1		3
		Rigging Team	2	*	
		Litter Team	2		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1	*	1
		Determine need for additional resources	1		
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Total # of Responding Personnel	17	Total # of Personnel Needed	17		

Response Plan: Aircraft Alert 3 [High] - UPDATED 2/1/2024					
Unit	Crew Size	Task	Personnel needed	*part time task	
1st Due Engine	3	Initial Incident Command	1	*	3
		Scene Safety	1		
		Scene Triage	1	*	
		Initial Patient Triage	1	*	
		Fire Control/ Hazards Mitigation	2		
2nd Due Suppression Apparatus	3	Water Supply	1		3
		Rescue Support	2		
1st Due Brush	3	Remote Access	1		3
		Fire Control / Hazard Mitigation	2		
1st Due Medic	2	Primary Caregiver	1		2
		Documentation	1	*	
		Primary Transporting Medic Driver	1		
1st Safety and Training Officer	1	Incident Safety Officer	1		1
1st Due Chief	1	Incident Command	1		1
		Accountability	1	*	
2nd Due Chief	1	Senior Advisor or Division/Group Supervisor	1		1
Red Leader One	3	Fire Control	2		3
		Specialty Apparatus	1		
Total # of Responding Personnel	17	Total # of Personnel Needed	17		

Appendix C: Emergency Medical Services Data Tables

The following data tables detail the department's Emergency Medical Service (EMS) performance from 2020-2024 against adopted standards by risk level (low, moderate, and high);

- Low Risk ERF-3
  - Jurisdiction (CRFD)
  - Station (151, 154, 155)
- Moderate Risk ERF-5
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)
  - Planning Zone (PZ1, PZ2, PZ3, PZ4, PZ5, PZ6, PZ7, PZ8, PZ9)
- EMS: MVC ERF-6
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)
- High Risk ERF-6
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)
  - Planning Zone (PZ1, PZ2, PZ3, PZ4, PZ5, PZ6, PZ7, PZ8, PZ9, Interstate)

EMS Low Risk ERF-3: CRFD

EMS: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:43	0:58	1:30	1:57	1:23	2:14	1:00
			n= 267	n= 64	n= 62	n= 52	n= 44	n= 45	
Turnout			1:15	1:01	1:13	1:19	1:20	1:05	1:30
			n= 256	n= 63	n= 58	n= 50	n= 42	n= 43	
Travel Time	1st Due	Rural	5:30	4:00	6:30	3:00	2:10	N/A	4:30
			n= 35	n= 18	n= 9	n= 7	n= 1	n= 0	
		Urban	5:40	5:51	5:40	5:20	5:40	5:40	
			n= 255	n= 63	n= 52	n= 50	n= 43	n= 47	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	5:40	6:01	8:00	4:40	4:00	N/A	7:00
			n= 38	n= 18	n= 9	n= 10	n= 1	n= 0	
		Urban	7:37	7:49	7:10	8:10	7:10	7:50	
			n= 256	n= 63	n= 53	n= 50	n= 43	n= 47	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Return to EMS Concentration Factors

EMS Low Risk ERF-3: Station 151

EMS: Low Risk			2020-2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			0:50	0:52	N/A	N/A	0:48	N/A	1:00
			n= 7	n= 6	n= 0	n= 0	n= 1	n= 0	
Turnout			1:15	1:23	N/A	N/A	1:08	N/A	1:30
			n= 5	n= 4	n= 0	n= 0	n= 1	n= 0	
Travel Time	1st Due	Rural	2:20	2:31	N/A	N/A	2:10	N/A	4:30
			n= 4	n= 4	n= 0	n= 0	n= 1	n= 0	
		Urban	N/A	1	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	4:24	4:48	N/A	N/A	4:00	N/A	7:00
			n= 5	n= 4	n= 0	n= 0	n= 1	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS Low Risk ERF-3: Station 154

EMS: Low Risk			2020-2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:38	1:04	1:48	2:14	1:30	1:36	1:00
			n= 97	n= 18	n= 19	n= 25	n= 15	n= 20	
Turnout			1:22	1:48	1:19	1:21	1:20	1:05	1:30
			n= 90	n= 16	n= 19	n= 22	n= 13	n= 20	
Travel Time	1st Due	Rural	4:32	4:08	6:30	3:00	N/A	N/A	4:30
			n= 33	n= 14	n= 9	n= 10	n= 0	n= 0	
		Urban	6:27	5:46	5:40	6:00	8:50	6:00	
			n= 77	n= 16	n= 10	n= 16	n= 15	n= 20	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	6:27	6:41	8:00	4:40	N/A	N/A	7:00
			n= 33	n= 14	n= 9	n= 10	n= 0	n= 0	
		Urban	8:28	7:43	7:10	8:40	10:50	8:00	
			n= 77	n= 16	n= 10	n= 16	n= 15	n= 20	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS Low Risk ERF-3: Station 155

EMS: Low Risk			2020-2024	2024	2023	2022	2021	2020	2022 – 2027 Benchmark
Call Processing			1:37	0:57	1:14	1:43	1:19	2:18	1:00
			n= 191	n= 61	n= 43	n= 34	n= 28	n= 25	
Turnout			1:04	1:23	1:13	1:17	1:21	1:15	1:30
			n= 184	n= 61	n= 39	n= 33	n= 28	n= 23	
Travel Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	4:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	6:16	8:52	6:00	5:10	5:40	5:40	
			n= 192	n= 61	n= 42	n= 34	n= 28	n= 27	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	7:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	8:15	11:35	7:10	7:40	7:10	7:40	
			n= 193	n= 61	n= 43	n= 34	n= 28	n= 27	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS Moderate Risk ERF-5: CRFD

CRFD													2022 - 2027 Benchmark
EMS: Moderate Risk			2020-2024		2024		2023		2022		2021		2020		
Call Processing			1:27	n= 14832	1:20	n= 3888	1:30	n= 3107	1:31	n= 3065	1:27	n= 2537	1:31	n= 2235	1:00
Turnout			1:39	n= 14519	1:44	n= 3851	1:37	n= 2991	1:40	n= 3038	1:37	n= 2453	1:41	n= 2186	1:30
Travel Time	1st Due	Urban	5:46	n= 11171	6:12	n= 2682	6:00	n= 2432	5:30	n= 2285	5:40	n= 1986	5:30	n= 1786	4:40
		Rural	6:42	n= 3018	6:22	n= 564	6:10	n= 643	7:00	n= 796	6:50	n= 558	7:10	n= 457	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	8:38	n= 11072	9:32	n= 2682	9:20	n= 2408	8:10	n= 2252	8:00	n= 1964	8:10	n= 1766	5:50
		Rural	9:49	n= 2942	9:18	n= 532	9:10	n= 636	10:10	n= 771	10:20	n= 554	10:10	n= 449	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	8:00	n= 11198	8:23	n= 2682	8:10	n= 2452	7:50	n= 2289	7:50	n= 1989	7:50	n= 1786	7:10
		Rural	8:51	n= 3038	8:39	n= 569	8:10	n= 655	9:10	n= 798	8:50	n= 559	9:30	n= 457	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	10:24	n= 10974	11:33	n= 2577	11:10	n= 2413	10:10	n= 2253	9:00	n= 1965	10:10	n= 1766	8:20
		Rural	11:49	n= 2943	11:18	n= 532	11:20	n= 637	12:00	n= 771	12:10	n= 554	12:20	n= 449	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Station 151

Station 151													2022 - 2027 Benchmark
EMS: Moderate Risk			2020-2024		2024		2023		2022		2021		2020		
Call Processing			1:32	n= 4429	1:23	n= 1009	1:36	n= 1002	1:34	n= 939	1:36	n= 777	1:31	n= 702	1:00
Turnout			1:42	n= 4309	1:46	n= 978	1:39	n= 958	1:43	n= 933	1:39	n= 750	1:44	n= 690	1:30
Travel Time	1st Due	Urban	5:26	n= 3513	5:43	n= 829	5:10	n= 763	5:30	n= 719	5:30	n= 632	5:20	n= 570	4:40
		Rural	5:19	n= 915	5:09	n= 180	5:20	n= 224	5:10	n= 224	5:30	n= 152	5:30	n= 135	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	7:49	n= 3457	8:18	n= 798	8:10	n= 760	7:40	n= 709	7:30	n= 624	7:30	n= 566	5:50
		Rural	7:58	n= 913	7:52	n= 171	8:50	n= 236	7:10	n= 221	7:30	n= 150	8:30	n= 135	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	7:40	n= 3517	7:54	n= 829	7:30	n= 766	7:50	n= 720	7:40	n= 633	7:30	n= 569	7:10
		Rural	7:26	n= 932	7:24	n= 180	7:30	n= 239	7:10	n= 226	7:00	n= 152	8:10	n= 135	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	9:43	n= 3457	10:15	n= 798	9:50	n= 760	9:40	n= 710	9:20	n= 624	9:30	n= 565	8:20
		Rural	9:35	n= 914	9:28	n= 171	10:30	n= 237	8:50	n= 221	8:50	n= 150	10:20	n= 135	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Station 152

Station 152													2022 - 2027 Benchmark
EMS: Moderate Risk			2020-2024		2024		2023		2022		2021		2020		
Call Processing			1:25		1:13		1:23		1:27		1:35		1:27		1:00
			n=	1177	n=	279	n=	264	n=	256	n=	211	n=	167	
Turnout			1:42		1:53		1:31		1:42		1:40		1:45		1:30
			n=	1173	n=	279	n=	261	n=	261	n=	208	n=	164	
Travel Time	1st Due	Urban	6:18		7:12		7:10		5:30		6:00		5:40		4:40
			n=	763	n=	253	n=	232	n=	114	n=	86	n=	78	
		Rural	9:43		10:58		11:50		8:40		8:50		8:20		5:50
			n=	405	n=	20	n=	27	n=	147	n=	122	n=	89	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
	ERF	Urban	11:24		12:40		12:10		11:10		10:20		10:40		5:50
			n=	752	n=	249	n=	228	n=	113	n=	84	n=	78	
		Rural	13:30		17:21		12:40		12:30		12:20		12:40		7:00
			n=	400	n=	20	n=	27	n=	141	n=	124	n=	88	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
Total Response Time	1st Due	Urban	7:00		9:21		9:20		7:50		8:00		7:30		7:10
			n=	2:53	n=	2:53	n=	236	n=	114	n=	87	n=	78	
		Rural	11:40		12:42		13:20		10:40		11:10		10:30		8:20
			n=	406	n=	20	n=	27	n=	147	n=	123	n=	89	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
	ERF	Urban	13:06		14:41		13:50		13:00		11:40		12:20		8:20
			n=	753	n=	249	n=	229	n=	113	n=	84	n=	78	
		Rural	15:02		17:21		14:40		14:10		14:20		14:40		9:30
			n=	400	n=	20	n=	27	n=	141	n=	124	n=	88	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	

EMS Moderate Risk ERF-5: Station 153

Station 153													2022 - 2027 Benchmark
EMS: Moderate Risk			2020-2024		2024		2023		2022		2021		2020		
Call Processing			1:24	n= 1727	1:16	n= 342	1:25	n= 385	1:35	n= 371	1:14	n= 319	1:33	n= 310	1:00
Turnout			1:34	n= 1699	1:07	n= 342	1:37	n= 373	1:38	n= 368	1:43	n= 314	1:49	n= 302	1:30
Travel Time	1st Due	Urban	5:59	n= 1595	5:35	n= 323	7:00	n= 357	5:30	n= 339	5:50	n= 294	6:00	n= 282	4:40
		Rural	7:23	n= 126	6:47	n= 16	6:30	n= 24	8:00	n= 32	6:30	n= 24	9:10	n= 30	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	8:11	n= 1577	7:26	n= 313	9:40	n= 354	7:50	n= 336	7:40	n= 293	8:20	n= 281	5:50
		Rural	9:22	n= 124	7:33	n= 16	8:10	n= 23	11:20	n= 32	8:40	n= 23	11:10	n= 30	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	8:11	n= 1601	7:49	n= 323	9:00	n= 360	7:40	n= 340	8:00	n= 295	8:30	n= 283	7:10
		Rural	9:32	n= 126	8:53	n= 16	9:20	n= 24	9:40	n= 32	8:20	n= 24	11:30	n= 30	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	10:08	n= 1581	9:21	n= 313	11:40	n= 357	9:50	n= 336	9:30	n= 293	10:20	n= 282	8:20
		Rural	11:24	n= 127	9:22	n= 16	11:30	n= 23	13:20	n= 33	10:10	n= 23	12:40	n= 30	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Station 154

Station 154													2022 - 2027 Benchmark
EMS: Moderate Risk			2020-2024		2024		2023		2022		2021		2020		
Call Processing			1:25		1:19		1:30		1:22		1:25		1:32		1:00
			n=	4623	n=	1147	n=	986	n=	988	n=	812	n=	690	
Turnout			1:37		1:43		1:37		1:39		1:32		1:36		1:30
			n=	4521	n=	1147	n=	955	n=	970	n=	777	n=	672	
Travel Time	1st Due	Urban	5:36		5:33		5:40		5:30		5:40		5:40		4:40
			n=	3564	n=	862	n=	733	n=	749	n=	655	n=	565	
		Rural	4:49		5:19		5:00		4:40		4:30		4:40		5:50
			n=	1038	n=	271	n=	240	n=	239	n=	161	n=	127	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
	ERF	Urban	8:02		8:10		8:00		8:00		8:00		8:00		5:50
			n=	3520	n=	845	n=	728	n=	739	n=	650	n=	558	
		Rural	6:47		6:25		7:20		6:30		7:10		6:30		7:00
			n=	1004	n=	248	n=	236	n=	235	n=	161	n=	124	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
Total Response Time	1st Due	Urban	7:55		7:58		8:00		7:50		8:00		7:50		7:10
			n=	3571	n=	862	n=	739	n=	750	n=	655	n=	565	
		Rural	6:58		7:21		7:20		6:50		6:40		6:40		8:20
			n=	1044	n=	271	n=	246	n=	239	n=	161	n=	127	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
	ERF	Urban	9:55		10:09		10:00		9:50		9:40		10:00		8:20
			n=	19:43	n=	845	n=	729	n=	739	n=	651	n=	558	
		Rural	8:44		8:33		9:00		8:30		8:50		8:50		9:30
			n=	1004	n=	248	n=	236	n=	235	n=	161	n=	124	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	

EMS Moderate Risk ERF-5: Station 155

Station 155													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:26	n= 2285	1:13	n= 521	1:31	n= 470	1:36	n= 511	1:23	n= 418	1:29	n= 365	1:00
Turnout			1:39	n= 2233	1:40	n= 521	1:39	n= 444	1:40	n= 506	1:37	n= 404	1:40	n= 358	1:30
Travel Time	1st Due	Urban	6:15	n= 1757	8:35	n= 436	5:50	n= 347	5:50	n= 364	5:30	n= 319	5:30	n= 291	4:40
		Rural	6:52	n= 524	7:22	n= 78	6:40	n= 118	7:20	n= 153	6:10	n= 99	6:50	n= 76	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	9:27	n= 1666	10:36	n= 377	9:50	n= 338	9:00	n= 355	8:50	n= 313	9:00	n= 283	5:50
		Rural	9:56	n= 498	11:24	n= 75	8:30	n= 114	10:10	n= 141	10:00	n= 96	9:40	n= 72	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	8:26	n= 1762	11:04	n= 436	8:20	n= 351	7:50	n= 365	7:30	n= 319	7:30	n= 291	7:10
		Rural	9:00	n= 525	9:22	n= 78	8:50	n= 119	9:30	n= 153	8:20	n= 99	9:00	n= 76	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	11:21	n= 1666	12:36	n= 377	11:50	n= 338	11:10	n= 355	10:30	n= 313	10:40	n= 283	8:20
		Rural	12:00	n= 498	13:21	n= 75	10:40	n= 114	12:10	n= 141	12:10	n= 96	11:40	n= 72	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Planning Zone 1

Planning Zone 1													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:32	n= 3695	1:29	n= 892	1:35	n= 829	1:32	n= 779	1:36	n= 631	1:28	n= 564	1:00
Turnout			1:42	n= 3624	1:43	n= 892	1:38	n= 793	1:43	n= 773	1:39	n= 610	1:48	n= 556	1:30
Travel Time	1st Due	Urban	5:26	n= 2792	5:41	n= 691	5:10	n= 595	5:40	n= 566	5:30	n= 497	5:10	n= 443	4:40
		Rural	4:47	n= 890	4:55	n= 179	4:50	n= 229	4:40	n= 216	4:40	n= 142	4:50	n= 124	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	7:50	n= 2754	8:11	n= 675	8:10	n= 593	7:40	n= 559	7:30	n= 488	7:40	n= 439	5:50
		Rural	7:22	n= 862	7:34	n= 172	8:30	n= 212	6:50	n= 213	7:00	n= 141	7:00	n= 124	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	7:36	n= 2794	7:53	n= 691	7:20	n= 598	7:40	n= 567	7:40	n= 497	7:30	n= 441	7:10
		Rural	6:55	n= 897	7:08	n= 179	7:10	n= 234	6:40	n= 218	6:40	n= 142	7:00	n= 124	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	9:42	n= 2754	10:11	n= 675	9:50	n= 593	9:40	n= 560	9:20	n= 488	9:30	n= 438	8:20
		Rural	8:59	n= 882	9:19	n= 172	10:10	n= 232	8:20	n= 213	8:10	n= 141	9:00	n= 124	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Planning Zone 2

Planning Zone 2													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:23	n= 367	1:19	n= 68	1:19	n= 91	1:30	n= 82	1:19	n= 64	1:30	n= 62	1:00
Turnout			1:39	n= 356	1:46	n= 68	1:37	n= 85	1:36	n= 82	1:39	n= 62	1:41	n= 59	1:30
Travel Time	1st Due	Urban	5:54	n= 365	4:13	n= 65	6:30	n= 91	5:30	n= 82	6:30	N= 65	6:50	n= 62	4:40
		Rural	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	7:45	n= 364	6:26	n= 65	8:30	n= 90	7:20	n= 82	8:10	n= 65	8:20	n= 62	5:50
		Rural	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	8:04	n= 366	6:00	n= 65	8:40	n= 91	8:00	n= 82	8:20	n= 65	9:20	n= 63	7:10
		Rural	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	9:40	n= 364	8:33	n= 65	10:00	n= 90	9:10	n= 82	10:00	n= 65	10:40	n= 62	8:20
		Rural	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Planning Zone 3

Planning Zone 3													2022 - 2027 Benchmark
EMS: Moderate Risk			2020-2024		2024		2023		2022		2021		2020		
Call Processing			1:21	n= 1495	1:20	n= 303	1:24	n= 298	1:20	n= 346	1:14	n= 290	1:31	n= 258	1:00
Turnout			1:43	n= 1474	1:49	n= 303	1:38	n= 289	1:38	n= 344	1:43	n= 286	1:49	n= 252	1:30
Travel Time	1st Due	Urban	5:31	n= 1412	5:59	n= 283	5:20	n= 280	5:20	n= 330	5:30	n= 272	5:30	n= 247	4:40
		Rural	6:26	n= 74	6:53	n= 12	5:50	n= 15	5:50	n= 17	6:40	n= 17	7:00	n= 13	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	8:04	n= 1402	9:10	n= 277	8:40	n= 278	7:50	n= 327	7:00	n= 273	7:40	n= 247	5:50
		Rural	8:58	n= 73	8:03	n= 12	7:50	n= 15	10:40	n= 17	10:30	16	7:50	n= 13	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	7:50	n= 1466	8:21	n= 283	7:50	n= 331	7:40	n= 331	7:40	n= 273	7:40	n= 248	7:10
		Rural	9:04	n= 74	8:54	n= 12	9:20	n= 15	8:10	n= 17	8:20	n= 17	10:40	n= 13	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	9:41	n= 1141	9:36	n= 12	10:30	n= 281	9:50	n= 327	9:00	n= 273	9:30	n= 248	8:20
		Rural	11:24	n= 168	11:30	n= 107	11:30	n= 15	12:00	n= 17	11:20	n= 16	10:40	n= 13	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Planning Zone 4

Planning Zone 4													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:27	n= 3742	1:20	n= 928	1:32	n= 793	1:25	n= 804	1:25	n= 673	1:34	n= 544	1:00
Turnout			1:36	n= 3657	1:44	n= 928	1:36	n= 768	1:33	n= 790	1:33	n= 643	1:36	n= 528	1:30
Travel Time	1st Due	Urban	5:39	n= 2712	5:37	n= 653	5:40	n= 559	5:30	n= 566	5:50	n= 515	5:40	n= 419	4:40
		Rural	4:41	n= 1016	5:05	n= 264	4:30	n= 225	4:40	n= 239	4:30	n= 161	4:40	n= 127	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	8:06	n= 2672	8:20	n= 638	7:50	n= 555	8:10	n= 556	8:10	n= 511	8:00	n= 412	5:50
		Rural	6:40	n= 983	6:20	n= 241	6:50	n= 222	6:30	n= 235	7:10	n= 161	6:30	n= 124	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	7:53	n= 2719	7:59	n= 653	7:50	n= 565	7:50	n= 567	8:00	n= 515	7:50	n= 419	7:10
		Rural	6:50	n= 1022	7:14	n= 264	6:50	n= 231	6:50	n= 239	6:40	n= 161	6:40	n= 127	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	10:02	n= 2674	10:23	n= 638	9:50	n= 556	10:10	n= 556	9:40	n= 512	10:10	n= 412	8:20
		Rural	8:33	n= 983	8:07	n= 241	8:30	n= 222	8:30	n= 235	8:50	n= 161	8:50	n= 124	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Planning Zone 5

Planning Zone 5													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:26		1:12		1:31		1:38		1:23		1:29		1:00
			n=	2057	n=	391	n=	450	n=	453	n=	398	n=	365	
Turnout			1:38		1:37		1:38		1:39		1:37		1:40		1:30
			n=	2007	n=	391	n=	427	n=	447	n=	384	n=	358	
Travel Time	1st Due	Urban	5:17		5:19		5:20		5:10		5:10		5:30		4:40
			n=	1542	n=	311	n=	320	n=	320	n=	300	n=	291	
		Rural	6:35		6:59		6:30		6:30		6:10		6:50		5:50
			n=	512	n=	74	n=	125	n=	139	n=	98	n=	76	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
	ERF	Urban	9:11		9:28		9:10		9:30		8:50		9:00		5:50
			n=	1461	n=	259	n=	313	n=	312	n=	294	n=	283	
		Rural	9:36		11:24		8:30		8:30		10:00		9:40		7:00
			n=	487	n=	72	n=	120	n=	128	n=	95	n=	72	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
Total Response Time	1st Due	Urban	7:26		7:20		7:30		7:30		7:20		7:30		7:10
			n=	1547	n=	311	n=	324	n=	321	n=	300	n=	291	
		Rural	8:43		9:06		8:40		8:30		8:20		9:00		8:20
			n=	513	n=	74	n=	126	n=	139	n=	98	n=	76	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	
	ERF	Urban	11:01		11:07		11:20		11:30		10:30		10:40		8:20
			n=	1461	n=	259	n=	313	n=	312	n=	294	n=	283	
		Rural	11:37		13:28		10:40		10:10		12:10		11:40		9:30
			n=	487	n=	72	n=	120	n=	128	n=	95	n=	72	
		Interstate	N/A		N/A		N/A		N/A		N/A		N/A		N/A
			n=	0	n=	0	n=	0	n=	0	n=	0	n=	0	

EMS Moderate Risk ERF-5: Planning Zone 6

Planning Zone 6													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:29	n= 425	1:14	n= 134	1:46	n= 107	1:31	n= 83	1:11	n= 49	1:45	n= 52	1:00
Turnout			1:41	n= 417	1:42	n= 134	1:37	n= 101	1:41	n= 83	1:33	n= 49	1:53	n= 50	1:30
Travel Time	1st Due	Urban	7:44	n= 358	10:02	n= 125	8:10	n= 104	6:50	n= 53	6:50	n= 41	6:50	n= 35	4:40
		Rural	8:39	n= 65	8:35	n= 8	8:10	n= 2	10:20	n= 30	5:30	n= 8	10:40	n= 17	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	10:03	n= 344	12:16	n= 118	10:50	n= 101	8:10	n= 52	8:20	n= 39	10:40	n= 34	5:50
		Rural	11:00	n= 63	8:41	n= 7	8:30	n= 2	14:00	n= 29	11:30	n= 8	12:20	n= 17	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	9:11	n= 886	7:59	n= 653	10:30	n= 104	9:00	n= 53	9:20	n= 41	9:10	n= 35	7:10
		Rural	10:41	n= 65	11:17	n= 8	10:00	n= 2	12:30	n= 30	7:20	n= 8	12:20	n= 17	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	11:39	n= 344	12:29	n= 118	13:00	n= 101	10:20	n= 52	10:20	n= 39	12:10	n= 34	8:20
		Rural	13:18	n= 63	10:30	n= 7	10:20	n= 2	18:50	n= 29	12:20	n= 8	14:30	n= 17	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Planning Zone 7

Planning Zone 7													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:23	n= 1131	1:11	n= 236	1:22	n= 262	1:23	n= 255	1:35	n= 211	1:27	n= 167	1:00
Turnout			1:42	n= 1127	1:55	n= 236	1:30	n= 260	1:42	n= 259	1:40	n= 208	1:45	n= 164	1:30
Travel Time	1st Due	Urban	6:19	n= 726	7:16	n= 216	7:10	n= 232	5:30	n= 114	6:00	n= 86	5:40	n= 78	4:40
		Rural	9:44	n= 401	11:00	n= 15	11:50	n= 27	8:40	n= 147	8:50	n= 123	8:20	n= 89	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	11:14	n= 715	12:43	n= 213	11:20	n= 227	11:10	n= 113	10:20	n= 84	10:40	n= 78	5:50
		Rural	13:15	n= 396	16:39	n= 15	12:20	n= 27	12:30	n= 141	12:10	n= 125	12:40	n= 88	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	8:25	n= 730	9:27	n= 216	9:20	n= 235	7:50	n= 114	8:00	n= 87	7:30	n= 78	7:10
		Rural	11:51	n= 402	13:36	n= 15	13:20	n= 27	10:40	n= 147	11:10	n= 124	10:30	n= 89	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	13:06	n= 716	14:43	n= 213	13:50	n= 228	13:00	n= 113	11:40	n= 84	12:20	n= 78	8:20
		Rural	15:11	n= 396	18:19	n= 15	14:40	n= 27	14:10	n= 141	14:10	n= 125	14:40	n= 88	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Planning Zone 8

Planning Zone 8													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:47	n= 28	1:57	n= 5	1:17	n= 5	0:38	n= 5	1:05	n= 5	4:00	n= 8	1:00
Turnout			1:39	n= 28	2:05	n= 5	1:02	n= 5	1:13	n= 6	1:52	n= 5	2:05	n= 7	1:30
Travel Time	1st Due	Urban	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	4:40
		Rural	12:23	n= 28	12:05	n= 4	14:40	n= 5	9:00	n= 6	12:10	n= 5	14:00	n= 8	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	5:50
		Rural	14:40	n= 27	15:42	n= 4	15:20	n= 5	10:20	n= 6	18:00	n= 4	14:00	n= 8	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	7:10
		Rural	14:33	n= 28	14:59	n= 4	17:50	n= 5	10:20	n= 6	14:20	n= 5	15:20	n= 8	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	8:20
		Rural	16:26	n= 27	17:52	n= 4	17:40	n= 5	11:30	n= 6	19:50	n= 4	15:20	n= 8	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS Moderate Risk ERF-5: Planning Zone 9

Planning Zone 9													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:32	n= 1250	1:20	n= 300	1:30	n= 267	1:39	n= 255	1:30	n= 214	1:45	n= 214	1:00
Turnout			1:39	n= 1225	1:40	n= 300	1:41	n= 259	1:44	n= 250	1:36	n= 205	1:37	n= 211	1:30
Travel Time	1st Due	Urban	N/A	n= 1216	5:17	n= 290	5:30	n= 251	5:30	n= 254	5:20	n= 210	5:20	n= 211	4:40
		Rural	7:50	n= 31	6:40	n= 7	8:20	n= 15	7:10	n= 2	8:00	n= 4	9:00	n= 3	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	N/A	n= 1211	7:36	n= 288	8:30	n= 251	7:20	n= 251	6:20	n= 210	7:20	n= 211	5:50
		Rural	8:55	n= 30	8:29	n= 7	9:40	n= 14	7:20	n= 2	9:30	n= 4	9:40	n= 3	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	N/A	n= 1218	7:34	n= 290	7:50	n= 252	7:50	n= 254	7:30	n= 211	7:50	n= 211	7:10
		Rural	10:36	n= 31	9:53	n= 7	11:10	n= 15	9:20	n= 2	10:40	n= 4	12:00	n= 3	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	N/A	n= 1211	9:40	n= 288	10:20	n= 251	9:50	n= 251	9:00	n= 210	9:10	n= 211	8:20
		Rural	11:11	n= 30	11:28	n= 7	11:40	n= 14	9:20	n= 2	11:10	n= 4	12:20	n= 3	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS MVC ERF-8 CRFD

CRFD													2022 - 2027 Benchmark
EMS: Moderate Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:47	n= 797	1:46	n= 347	1:47	n= 223	1:48	n= 227	N/A	n= 0	N/A	n= 0	1:00
Turnout			1:44	n= 679	1:49	n= 232	1:43	n= 219	1:42	n= 228	N/A	n= 0	N/A	n= 0	1:30
Travel Time	1st Due	Urban	N/A	n= 328	5:32	n= 220	5:30	n= 45	6:20	n= 63	N/A	n= 0	N/A	n= 0	4:40
		Rural	5:03	n= 337	5:29	n= 113	4:50	n= 113	4:50	n= 111	N/A	n= 0	N/A	n= 0	5:50
		Interstate	N/A	n= 0	N/A	n= 0	7:20	n= 62	7:40	n= 57	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	N/A	n= 250	9:05	n= 179	11:10	n= 28	10:30	n= 43	N/A	n= 0	N/A	n= 0	5:50
		Rural	9:45	n= 169	9:27	n= 42	9:50	n= 62	10:00	n= 65	N/A	n= 0	N/A	n= 0	7:00
		Interstate	N/A	n= 0	N/A	n= 0	12:30	n= 54	12:20	n= 48	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	N/A	n= 330	8:23	n= 220	8:00	n= 47	8:10	n= 63	N/A	n= 0	N/A	n= 0	7:10
		Rural	7:38	n= 341	8:04	n= 113	7:20	n= 117	7:30	n= 111	N/A	n= 0	N/A	n= 0	8:20
		Interstate	N/A	n= 0	N/A	n= 0	11:10	n= 64	9:50	n= 58	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	N/A	n= 250	11:42	n= 179	13:50	n= 28	13:00	n= 43	N/A	n= 0	N/A	n= 0	8:20
		Rural	11:59	n= 168	11:47	n= 42	12:40	n= 62	11:30	n= 64	N/A	n= 0	N/A	n= 0	9:30
		Interstate	N/A	n= 0	N/A	n= 0	17:20	n= 54	14:20	n= 48	N/A	n= 0	N/A	n= 0	N/A

EMS MVC ERF-8: Station 151

Station 151													2022 - 2027 Benchmark
EMS: High Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:43	n= 179	1:25	n= 49	1:55	n= 71	1:50	n= 59	N/A	n= 0	N/A	n= 0	1:00
Turnout			1:39	n= 179	1:37	n= 49	1:47	n= 70	1:33	n= 60	N/A	n= 0	N/A	n= 0	1:30
Travel Time	1st Due	Urban	N/A	n= 59	4:06	n= 49	3:40	n= 6	4:00	n= 4	N/A	n= 0	N/A	n= 0	4:40
		Rural	5:27	n= 293	5:23	n= 241	4:40	n= 29	6:20	n= 23	N/A	n= 0	N/A	n= 0	5:50
		Interstate	N/A	n= 0	N/A	n= 0	8:00	n= 38	6:10	n= 33	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	N/A	n= 45	8:45	n= 39	4:40	n= 2	6:30	n= 4	N/A	n= 0	N/A	n= 0	5:50
		Rural	10:14	n= 46	12:23	n= 13	8:40	n= 19	9:40	n= 14	N/A	n= 0	N/A	n= 0	7:00
		Interstate	N/A	n= 0	N/A	n= 0	14:30	n= 35	14:30	n= 27	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	N/A	n= 59	7:08	n= 49	5:40	n= 6	7:00	n= 4	N/A	n= 0	N/A	n= 0	7:10
		Rural	7:38	n= 292	7:36	n= 241	7:20	n= 28	8:00	n= 23	N/A	n= 0	N/A	n= 0	8:20
		Interstate	N/A	n= 0	N/A	n= 0	11:10	n= 37	8:40	n= 34	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	N/A	n= 45	10:12	n= 39	6:50	n= 2	8:40	n= 4	N/A	n= 0	N/A	n= 0	8:20
		Rural	12:04	n= 46	14:24	n= 13	10:20	n= 19	11:30	n= 14	N/A	n= 0	N/A	n= 0	9:30
		Interstate	N/A	n= 0	N/A	n= 0	16:50	n= 35	15:50	n= 27	N/A	n= 0	N/A	n= 0	N/A

EMS MVC ERF-8: Station 152

Station 152													2022 - 2027 Benchmark
EMS: High Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:41		1:41		1:41		1:42		N/A		N/A		1:00
			n=	50	n=	24	n=	11	n=	15	n=	0	n=	0	
Turnout			1:50		1:53		1:36		2:02		N/A		N/A		1:30
			n=	48	n=	24	n=	10	n=	14	n=	0	n=	0	
Travel Time	1st Due	Urban	N/A		6:35		8:30		6:30		N/A		N/A		4:40
			n=	20	n=	16	n=	1	n=	3	n=	0	n=	0	
		Rural	6:13		8:10		6:40		3:50		N/A		N/A		5:50
			n=	15	n=	10	n=	4	n=	1	n=	0	n=	0	
		Interstate	N/A		N/A		7:40		10:50		N/A		N/A		N/A
			n=	0	n=	0	n=	4	n=	8	n=	0	n=	0	
	ERF	Urban	10:05		9:15		11:10		9:50		N/A		N/A		5:50
			n=	13	n=	7	n=	1	n=	5	n=	0	n=	0	
		Rural	13:53		19:00		14:10		8:30		N/A		N/A		7:00
			n=	14	n=	10	n=	3	n=	1	n=	0	n=	0	
		Interstate	N/A		N/A		16:20		18:10		N/A		N/A		N/A
			n=	0	n=	0	n=	4	n=	6	n=	0	n=	0	
Total Response Time	1st Due	Urban	N/A		10:10		11:00		8:50		N/A		N/A		7:10
			n=	23	n=	16	n=	1	n=	6	n=	0	n=	0	
		Rural	8:16		10:09		8:40		6:00		N/A		N/A		8:20
			n=	16	n=	10	n=	5	n=	1	n=	0	n=	0	
		Interstate	N/A		N/A		18:30		12:40		N/A		N/A		N/A
			n=	0	n=	0	n=	5	n=	8	n=	0	n=	0	
	ERF	Urban	12:14		11:52		13:20		11:30		N/A		N/A		8:20
			n=	16	n=	10	n=	1	n=	5	n=	0	n=	0	
		Rural	15:47		21:11		16:00		10:10		N/A		N/A		9:30
			n=	11	n=	7	n=	3	n=	1	n=	0	n=	0	
		Interstate	N/A		N/A		18:40		19:30		N/A		N/A		N/A
			n=	0	n=	0	n=	4	n=	6	n=	0	n=	0	

EMS MVC ERF-6: Station 153

Station 153													2022 - 2027 Benchmark
EMS: High Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:36	n= 81	1:42	n= 36	1:42	n= 20	1:25	n= 25	N/A	n= 0	N/A	n= 0	1:00
Turnout			1:35	n= 80	1:29	n= 36	1:45	n= 19	1:32	n= 25	N/A	n= 0	N/A	n= 0	1:30
Travel Time	1st Due	Urban	N/A	n= 40	5:46	n= 27	7:50	n= 4	7:10	n= 9	N/A	n= 0	N/A	n= 0	4:40
		Rural	5:09	n= 40	5:48	n= 8	4:50	n= 15	4:50	n= 17	N/A	n= 0	N/A	n= 0	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	11:49	n= 35	7:27	n= 27	19:00	n= 4	9:00	n= 4	N/A	n= 0	N/A	n= 0	5:50
		Rural	8:30	n= 30	7:12	n= 9	9:30	n= 11	8:50	n= 10	N/A	n= 0	N/A	n= 0	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	N/A	n= 40	8:54	n= 27	11:30	n= 4	8:10	n= 9	N/A	n= 0	N/A	n= 0	7:10
		Rural	8:25	n= 43	8:57	n= 10	8:00	n= 16	8:20	n= 17	N/A	n= 0	N/A	n= 0	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	14:14	n= 17	9:53	n= 9	21:00	n= 4	11:50	n= 4	N/A	n= 0	N/A	n= 0	8:20
		Rural	10:00	n= 24	9:22	n= 3	10:00	n= 11	10:40	n= 10	N/A	n= 0	N/A	n= 0	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS MVC ERF-6: Station 154

Station 154													2022 - 2027 Benchmark
EMS: High Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:50	n= 284	2:04	n= 120	2:05	n= 87	1:21	n= 77	N/A	n= 0	N/A	n= 0	1:00
Turnout			1:45	n= 279	1:56	n= 120	1:38	n= 80	1:42	n= 79	N/A	n= 0	N/A	n= 0	1:30
Travel Time	1st Due	Urban	N/A	n= 106	5:13	n= 61	4:30	n= 22	4:40	n= 23	N/A	n= 0	N/A	n= 0	4:40
		Rural	4:46	n= 130	4:59	n= 52	4:50	n= 39	4:30	n= 39	N/A	n= 0	N/A	n= 0	5:50
		Interstate	N/A	n= 0	N/A	n= 0	7:30	n= 21	6:40	n= 16	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	8:58	n= 44	9:45	n= 17	7:40	n= 13	9:30	n= 14	N/A	n= 0	N/A	n= 0	5:50
		Rural	9:04	n= 36	7:12	n= 9	10:30	n= 12	9:30	n= 15	N/A	n= 0	N/A	n= 0	7:00
		Interstate	N/A	n= 0	N/A	n= 0	15:50	n= 15	10:30	n= 15	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	7:12	n= 99	7:27	n= 52	7:10	n= 24	7:00	n= 23	N/A	n= 0	N/A	n= 0	7:10
		Rural	7:58	n= 89	9:45	n= 10	7:30	n= 40	6:40	n= 39	N/A	n= 0	N/A	n= 0	8:20
		Interstate	N/A	n= 0	N/A	n= 0	8:40	n= 22	9:50	n= 16	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	12:26	n= 48	14:28	n= 21	9:50	n= 13	13:00	n= 14	N/A	n= 0	N/A	n= 0	8:20
		Rural	11:37	n= 44	11:32	n= 17	13:00	n= 12	10:20	n= 15	N/A	n= 0	N/A	n= 0	9:30
		Interstate	N/A	n= 0	N/A	n= 0	17:20	n= 15	12:30	n= 15	N/A	n= 0	N/A	n= 0	N/A

EMS MVC ERF-6: Station 155

Station 155													2022 - 2027 Benchmark
EMS: High Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:31	n= 174	1:26	n= 83	1:08	n= 40	2:00	n= 51	N/A	n= 0	N/A	n= 0	1:00
Turnout			1:40	n= 173	1:43	n= 83	1:37	n= 40	1:42	n= 50	N/A	n= 0	N/A	n= 0	1:30
Travel Time	1st Due	Urban	N/A	n= 84	5:09	n= 51	5:10	n= 12	6:30	n= 21	N/A	n= 0	N/A	n= 0	4:40
		Rural	4:52	n= 88	5:07	n= 30	5:00	n= 27	4:30	n= 31	N/A	n= 0	N/A	n= 0	5:50
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	10:48	n= 49	8:36	n= 25	11:30	n= 8	12:20	n= 16	N/A	n= 0	N/A	n= 0	5:50
		Rural	9:48	n= 51	10:15	n= 10	8:40	n= 17	10:30	n= 24	N/A	n= 0	N/A	n= 0	7:00
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
Total Response Time	1st Due	Urban	8:09	n= 84	7:38	n= 51	7:20	n= 12	9:30	n= 21	N/A	n= 0	N/A	n= 0	7:10
		Rural	7:29	n= 89	7:39	n= 30	6:50	n= 28	8:00	n= 31	N/A	n= 0	N/A	n= 0	8:20
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A
	ERF	Urban	12:58	n= 49	10:45	n= 25	13:50	n= 8	14:20	n= 16	N/A	n= 0	N/A	n= 0	8:20
		Rural	11:47	n= 51	12:01	n= 10	10:20	n= 17	13:00	n= 24	N/A	n= 0	N/A	n= 0	9:30
		Interstate	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A	n= 0	N/A

EMS High Risk ERF-6: CRFD

CRFD													2022 - 2027 Benchmark
EMS: High Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			2:19	n= 2044	2:01	n= 347	2:24	n= 565	2:08	n= 449	2:45	n= 314	2:21	n= 369	1:00
Turnout			1:41	n= 1799	1:49	n= 347	1:39	n= 497	1:37	n= 437	1:43	n= 271	1:40	n= 247	1:30
Travel Time	1st Due	Urban	N/A	n= 605	5:32	n= 220	6:10	n= 120	7:10	n= 123	6:30	n= 62	8:00	n= 80	4:40
		Rural	5:43	n= 1203	5:29	n= 113	6:10	n= 354	5:10	n= 276	6:00	n= 211	5:50	n= 249	5:50
		Interstate	N/A	n= 0	N/A	n= 0	7:20	n= 80	6:40	n= 59	6:50	n= 47	6:50	n= 43	N/A
	ERF	Urban	11:15	n= 216	9:06	n= 179	7:40	n= 11	11:30	n= 12	9:10	n= 5	18:50	n= 9	5:50
		Rural	9:19	n= 200	9:28	n= 42	9:40	n= 53	8:40	n= 47	8:00	n= 34	10:50	n= 24	7:00
		Interstate	N/A	n= 0	N/A	n= 0	13:00	n= 51	10:00	n= 49	10:10	n= 40	10:00	n= 32	N/A
Total Response Time	1st Due	Urban	9:00	n= 571	8:23	n= 179	8:00	n= 126	9:00	n= 123	8:50	n= 63	10:50	n= 80	7:10
		Rural	8:05	n= 1214	8:05	n= 113	8:20	n= 362	7:50	n= 276	8:10	n= 214	8:00	n= 249	8:20
		Interstate	N/A	n= 0	N/A	n= 0	11:10	n= 82	8:40	n= 61	8:50	n= 57	9:00	n= 53	N/A
	ERF	Urban	13:42	n= 216	11:43	n= 179	9:30	n= 11	13:30	n= 12	12:50	n= 5	21:00	n= 9	8:20
		Rural	11:37	n= 200	11:47	n= 42	11:50	n= 53	10:40	n= 47	10:40	n= 34	13:10	n= 24	9:30
		Interstate	N/A	n= 0	N/A	n= 0	15:40	n= 51	12:00	n= 49	12;40	n= 40	12:10	n= 32	N/A

EMS High Risk ERF-6: Station 151

Station 151													2022 - 2027 Benchmark
EMS: High Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			2:24	n= 584	1:51	n=	2:24	n= 207	2:09	n= 130	2:46	n= 112	2:52	n= 135	1:00
Turnout			1:41	n= 538	1:58	n=	1:40	n= 186	1:29	n= 131	1:39	n= 95	1:43	n= 126	1:30
Travel Time	1st Due	Urban	5:33	n= 210	6:47	n= 107	5:40	n= 42	5:10	n= 19	5:20	n= 15	4:50	n= 27	4:40
		Rural	5:09	n= 443	5:29	n= 113	5:00	n= 115	5:00	n= 73	5:10	n= 64	5:10	n= 78	5:50
		Interstate	7:20	n= 248	9:32	n= 92	7:20	n= 48	6:10	n= 41	7:10	n= 35	6:30	n= 32	N/A
	ERF	Urban	12:08	n= 197	10:53	n= 143	15:20	n= 15	12:40	n= 9	9:10	n= 8	12:40	n= 22	5:50
		Rural	9:49	n= 208	9:28	n= 42	10:00	n= 49	7:20	n= 29	7:40	n= 38	14:40	n= 50	7:00
		Interstate	12:46	n= 0	18:23	n= 13	12:50	n= 44	11:00	n= 38	11:40	n= 33	10:00	n= 30	N/A
Total Response Time	1st Due	Urban	8:00	n= 276	10:53	n= 170	7:50	n= 45	7:20	n= 19	7:00	n= 15	7:00	n= 27	7:10
		Rural	7:35	n= 445	8:05	n= 113	7:10	n= 115	7:10	n= 73	7:40	n= 66	7:50	n= 78	8:20
		Interstate	N/A	n= 0	10:57	n= 92	11:10	n= 48	8:10	n= 43	8:50	n= 35	8:50	n= 32	N/A
	ERF	Urban	13:18	n= 198	10:13	n= 143	17:00	n= 16	15:10	n= 9	10:10	n= 8	14:00	n= 22	8:20
		Rural	12:26	n= 209	11:47	n= 42	11:50	n= 49	10;10	n= 30	9:40	n= 38	16:30	n= 50	9:30
		Interstate	N/A	n= 0	20:29	n= 13	14:40	n= 44	13:20	n= 38	14:40	n= 33	12:00	n= 30	N/A

EMS High Risk ERF-6: Station 152

Station 152													2022 - 2027 Benchmark
EMS: High Risk			2020 - 2024		2024		2023		2022		2021		2020		
Call Processing			1:57	n= 182	1:41	n= 55	1:25	n= 38	1:42	n= 36	2:39	n= 26	2:19	n= 27	1:00
Turnout			1:41	n= 181	1:53	n= 55	1:32	n= 37	1:42	n= 36	1:22	n= 25	1:56	n= 28	1:30
Travel Time	1st Due	Urban	8:37	n= 74	6:47	n= 17	8:30	n= 3	9:10	n= 23	7:40	n= 16	11:00	n= 15	4:40
		Rural	6:50	n= 65	8:10	n= 10	8:20	n= 26	5:00	n= 12	7:10	n= 7	5:30	n= 10	5:50
		Interstate	8:17	n= 37	10:07	n= 21	8:20	n= 8	9:50	n= 2	5:10	n= 2	8:00	n= 4	N/A
	ERF	Urban	16:20	n= 33	N/A	n= 0	16:10	n= 2	12:20	n= 8	13:10	n= 12	23:40	n= 11	5:50
		Rural	15:55	n= 36	9:15	n= 7	21:00	n= 8	14:50	n= 9	13:30	n= 5	21:00	n= 7	7:00
		Interstate	14:02	n= 0	N/A	n= 0	16:20	n= 8	12:10	n= 2	9:40	n= 2	18:00	n= 4	N/A
Total Response Time	1st Due	Urban	11:02	n= 74	10:11	n= 16	11:00	n= 3	11:10	n= 23	10:10	n= 17	12:40	n= 15	7:10
		Rural	9:46	n= 68	10:10	n= 10	13:00	n= 28	7:00	n= 12	11:40	n= 8	7:00	n= 10	8:20
		Interstate	N/A	n= 0	13:30	n= 22	18:30	n= 9	12:00	n= 2	7:20	n= 2	11:00	n= 4	N/A
	ERF	Urban	18:07	n= 33	N/A	n= 0	18:20	n= 2	13:40	n= 8	14:20	n= 12	26:10:00	n= 11	8:20
		Rural	17:50	n= 36	11:52	n= 7	22:20	n= 8	16:00	n= 9	16:20	n= 5	22:40	n= 7	9:30
		Interstate	15:42	n= 15	N/A	n= 0	19:50	n= 7	13:30	n= 2	11:50	n= 2	17:40	n= 4	N/A

EMS High Risk ERF-6: Station 153

Station 153									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:38	2:50	2:15	3:18	3:10	1:47	1:00
			n= 237	n= 64	n= 54	n= 34	n= 58	n= 27	
Turnout			1:43	1:45	1:34	1:55	1:43	1:36	1:30
			n= 216	n= 54	n= 51	n= 32	n= 53	n= 26	
Travel Time	1st Due	Rural	10:00	7:50	5:00	5:20	10:40	10:10	5:50
			n= 33	n= 6	n= 11	n= 3	n= 11	n= 2	
		Urban	5:50	6:20	5:10	5:40	5:10	6:10	4:40
			n= 203	n= 55	n= 44	n= 30	n= 48	n= 26	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	15:40	12:00	12:00	8:00	21:20	8:50	9:00
			n= 16	n= 2	n= 3	n= 2	n= 8	n= 1	
		Urban	14:00	12:20	14:20	9:10	19:30	11:10	7:20
			n= 98	n= 23	n= 19	n= 15	n= 25	n= 16	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	12:20	11:30	8:10	7:30	12:20	12:50	8:20
			n= 33	n= 6	n= 11	n= 3	n= 11	n= 2	
		Urban	8:10	9:00	8:00	8:10	7:40	8:40	7:10
			n= 208	n= 59	n= 44	n= 31	n= 48	n= 26	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	18:50	14:20	13:00	10:10	24:40	12:40	11:30
			n= 16	n= 2	n= 3	n= 2	n= 8	n= 1	
		Urban	17:20	14:50	16:10	11:40	23:20	13:00	9:50
			n= 102	n= 25	n= 19	n= 15	n= 27	n= 16	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Station 154

Station 154									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:29	2:28	2:24	2:50	2:04	2:05	1:00
			n= 593	n= 166	n= 139	n= 102	n= 92	n= 94	
Turnout			1:38	1:39	1:42	1:54	1:36	1:29	1:30
			n= 544	n= 147	n= 132	n= 85	n= 86	n= 94	
Travel Time	1st Due	Rural	4:50	5:30	4:40	6:00	4:30	4:50	5:50
			n= 129	n= 44	n= 37	n= 18	n= 12	n= 18	
		Urban	6:10	6:10	5:20	6:30	6:30	6:20	4:40
			n= 402	n= 96	n= 88	88 79	79 73	n= 66	
		Interstate	7:10	6:40	7:30	5:40	7:50	7:40	6:40
			n= 69	n= 24	n= 16	n= 10	n= 7	n= 12	
	ERF	Rural	15:20	12:50	12:00	8:20	16:50	18:20	9:00
			n= 39	n= 6	n= 11	n= 6	n= 8	n= 8	
		Urban	15:40	13:40	14:00	12:50	21:10	14:00	7:20
			n= 149	n= 25	n= 23	n= 35	n= 38	n= 28	
		Interstate	11:10	14:50	10:30	9:00	11:30	10:00	8:50
			n= 59	n= 19	n= 15	n= 10	n= 5	n= 10	
Total Response Time	1st Due	Rural	7:10	7:40	7:00	7:02	6:20	6:30	8:20
			n= 131	n= 46	n= 37	n= 18	n= 12	n= 18	
		Urban	8:40	8:30	8:20	9:00	8:40	9:40	7:10
			n= 403	n= 97	n= 88	n= 79	n= 73	n= 66	
		Interstate	9:30	8:40	9:20	8:30	10:30	9:50	9:10
			n= 70	n= 25	n= 16	n= 10	n= 7	n= 12	
	ERF	Rural	16:10	15:00	13:30	10:30	18:50	20:10	11:30
			n= 39	n= 6	n= 11	n= 6	n= 8	n= 8	
		Urban	17:40	15:30	18:40	14:20	23:20	14:50	9:50
			n= 149	n= 25	n= 24	n= 35	n= 37	n= 28	
		Interstate	13:40	16:20	12:40	11:20	14:00	12:10	11:20
			n= 59	n= 19	n= 15	n= 10	n= 5	n= 10	

EMS High Risk ERF-6: Station 155

Station 155									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:12	2:18	2:12	1:40	1:22	2:46	1:00
			n= 314	n= 90	n= 90	n= 40	n= 55	n= 39	
Turnout			1:39	1:39	1:40	1:46	1:41	1:34	1:30
			n= 286	n= 73	n= 87	n= 34	n= 54	n= 38	
Travel Time	1st Due	Rural	5:30	6:20	8:50	5:40	7:00	6:00	5:50
			n= 96	n= 25	n= 33	n= 10	n= 15	n= 13	
		Urban	7:00	6:10	4:50	5:30	5:30	5:30	4:40
			n= 218	n= 62	n= 59	n= 30	n= 40	n= 27	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	17:10	17:00	17:50	12:20	18:30	15:00	9:00
			n= 42	n= 8	n= 11	n= 5	n= 12	n= 6	
		Urban	14:10	8:20	11:10	20:40	18:00	10:30	7:20
			n= 77	n= 15	n= 17	n= 10	0 18	n= 17	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	9:00	8:30	11:40	7:50	9:00	8:40	8:20
			n= 97	n= 26	n= 33	n= 10	n= 15	n= 13	
		Urban	7:30	8:30	7:20	7:20	7:10	6:40	7:10
			n= 220	n= 64	n= 59	n= 30	n= 40	n= 27	
		Interstate	N/A	N/A	N/A	0:00	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	19:30	19:20	18:50	13:20	17:40	28:40	11:30
			n= 43	n= 8	n= 11	n= 5	n= 12	n= 7	
		Urban	16:30	9:20	14:10	21:40	19:50	11:50	9:50
			n= 77	n= 15	n= 17	n= 10	n= 18	n= 17	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 1

Planning Zone 1									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:45	2:36	2:12	3:04	2:29	3:10	1:00
			n= 440	n= 135	n= 78	n= 68	n= 87	n= 72	
Turnout			1:36	1:37	1:25	1:35	1:39	1:46	1:30
			n= 398	n= 118	n= 78	n= 55	n= 81	n= 66	
Travel Time	1st Due	Rural	5:30	5:40	5:10	5:20	4:30	5:20	5:50
			n= 123	n= 41	n= 19	n= 15	n= 25	n= 23	
		Urban	4:50	5:00	4:30	5:10	5:40	4:40	4:40
			n= 312	n= 91	n= 50	n= 57	n= 63	n= 51	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	12:40	15:20	12:40	9:10	11:40	11:20	9:00
			n= 65	n= 15	n= 9	n= 8	n= 21	n= 12	
		Urban	11:40	10:00	7:20	7:40	15:00	12:00	7:20
			n= 163	n= 37	n= 24	n= 34	n= 40	n= 28	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	7:00	7:40	7:20	7:00	6:50	7:00	8:20
			n= 126	n= 44	n= 19	n= 15	n= 25	n= 23	
		Urban	7:10	7:10	6:40	7:40	7:50	6:50	7:10
			n= 323	n= 92	n= 60	n= 57	n= 63	n= 51	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	14:00	17:00	15:10	10:10	13:10	12:40	11:30
			n= 66	n= 16	n= 9	n= 8	n= 21	n= 12	
		Urban	13:40	11:50	17:00	9:40	17:30	12:40	9:50
			n= 164	n= 37	n= 25	n= 34	n= 40	n= 28	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 2

Planning Zone 2									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:02	1:18	1:24	1:47	3:28	3:16	1:00
			n= 31	n= 10	n= 7	n= 3	n= 4	n= 7	
Turnout			1:39	1:54	1:28	1:39	1:43	1:43	1:30
			n= 29	n= 8	n= 7	n= 3	n= 4	n= 7	
Travel Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	5:40	5:10	6:20	4:10	4:40	6:00	4:40
			n= 31	n= 10	n= 7	n= 3	n= 4	n= 7	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	9:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	11:10	7:40	7:10	7:20	12:40	11:10	7:20
			n= 16	n= 4	n= 3	n= 2	n= 4	n= 3	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	7:30	7:20	8:10	6:30	6:40	7:40	7:10
			n= 31	n= 10	n= 7	n= 3	n= 4	n= 7	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	12:40	9:50	9:30	9:20	14:40	12:40	9:50
			n= 16	n= 4	n= 3	n= 2	n= 4	n= 3	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 3

Planning Zone 3									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:25	2:08	2:08	3:18	3:21	1:47	1:00
			n= 205	n= 53	n= 52	n= 32	n= 44	n= 24	
Turnout			1:44	1:45	1:32	1:55	1:32	1:36	1:30
			n= 188	n= 45	n= 50	n= 30	n= 40	n= 23	
Travel Time	1st Due	Rural	7:10	7:50	7:10	5:20	5:20	5:50	5:50
			n= 19	n= 3	n= 9	n= 2	n= 4	n= 1	
		Urban	5:20	6:20	5:10	5:20	5:00	6:10	4:40
			n= 184	n= 47	n= 44	n= 29	n= 41	n= 23	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	12:00	5:50	12:00	5:00	7:50	8:50	9:00
			n= 8	n= 1	n= 2	n= 1	n= 3	n= 1	
		Urban	14:00	12:20	1:20	9:10	17;30	11:10	7:20
			n= 91	n= 20	n= 19	n= 15	n= 23	n= 14	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	11:30	11:30	8:10	7:30	12:20	10:00	8:20
			n= 19	n= 3	n= 9	n= 2	n= 4	n= 1	
		Urban	8:00	8:10	8:00	8:10	7:40	8:40	7:10
			n= 188	n= 50	n= 44	n= 30	n= 41	n= 23	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	13:00	7:30	13:00	7:20	12:30	12:40	11:30
			n= 8	n= 1	n= 2	n= 1	n= 3	n= 1	
		Urban	17:20	14:00	16:10	11:40	23:20	13:00	9:50
			n= 95	n= 22	n= 19	n= 15	n= 25	n= 14	
		Interstate	N/A	N/A	0:00	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 4

Planning Zone 4									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:34	2:35	2:32	2:50	2:04	1:52	1:00
			n= 430	n= 116	n= 111	n= 69	n= 62	n= 72	
Turnout			1:37	1:33	1:38	1:59	1:29	1:27	1:30
			n= 393	n= 101	n= 104	n= 57	n= 58	n= 73	
Travel Time	1st Due	Rural	4:40	5:00	4:40	6:00	4:30	4:50	5:50
			n= 128	n= 43	n= 37	n= 18	n= 12	n= 18	
		Urban	6:20	6:00	5:20	6:50	6:30	6:20	4:40
			n= 309	n= 72	n= 75	n= 54	n= 51	n= 57	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	15:20	12:50	12:00	8:20	16:50	18:20	9:00
			n= 38	n= 5	n= 11	n= 6	n= 8	n= 8	
		Urban	14:40	13:40	12:30	11:20	21:10	14:00	7:20
			n= 109	n= 16	n= 21	n= 23	n= 26	n= 23	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	7:10	7:40	7:00	7:20	6:20	6:30	8:20
			n= 129	n= 45	n= 37	n= 17	n= 12	n= 18	
		Urban	8:50	8:00	8:30	9:40	8:30	10:00	7:10
			n= 310	n= 73	n= 75	n= 54	n= 51	n= 57	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	17:30	15:00	13:30	10:30	18:50	20:10	11:30
			n= 38	n= 5	n= 11	n= 6	n= 8	n= 8	
		Urban	17:00	17:30	16;10	14:00	23:20	14:50	9:50
			n= 110	n= 16	n= 22	n= 23	n= 26	n= 23	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 5

Planning Zone 5									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:11	2:18	2:12	1:40	1:12	2:46	1:00
			n= 296	n= 85	n= 77	n= 40	n= 55	n= 39	
Turnout			1:39	1:39	1:40	1:46	1:41	1:34	1:30
			n= 270	n= 71	n= 73	n= 34	n= 54	n= 38	
Travel Time	1st Due	Rural	6:30	6:30	6:20	5:40	7:00	6:00	5:50
			n= 89	n= 27	n= 24	n= 10	n= 15	n= 13	
		Urban	5:00	5:00	4:50	5:00	5:30	5:30	4:40
			n= 207	n= 55	n= 55	n= 30	n= 40	n= 27	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	17:00	17:00	9:10	12:20	18:30	15:00	9:00
			n= 36	n= 8	n= 5	n= 5	n= 12	n= 6	
		Urban	14:20	8:20	11:10	20:40	18:00	10:30	7:20
			n= 76	n= 15	n= 16	n= 10	n= 18	n= 17	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	8:40	8:40	8:10	7:50	9:00	8:40	8:20
			n= 90	n= 28	n= 24	n= 10	n= 15	n= 13	
		Urban	7:10	7:00	7:10	7:20	7:10	8:40	7:10
			n= 209	n= 57	n= 55	n= 30	n= 40	n= 27	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	19:30	19:20	11:20	13:20	19:40	4:40	11:30
			n= 37	n= 8	n= 5	n= 5	n= 12	n= 7	
		Urban	16:50	9:20	14:10	21:40	19:50	11:50	9:50
			n= 76	n= 15	n= 16	n= 10	n= 18	n= 17	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 6

Planning Zone 6									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			3:07	3:21	2:22	1:24	2:52	1:08	1:00
			n= 50	n= 16	n= 15	n= 2	n= 14	n= 3	
Turnout			1:41	1:28	1:41	1:17	1:43	1:12	1:30
			n= 44	n= 11	n= 15	n= 2	n= 13	n= 3	
Travel Time	1st Due	Rural	10:10	4:20	9:40	4:10	11:20	10:10	5:50
			n= 21	n= 1	n= 11	n= 1	n= 7	n= 1	
		Urban	6:50	8:20	6:00	5:50	6:50	6:10	4:40
			n= 30	n= 15	n= 4	n= 1	n= 7	n= 3	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	18:20	12:00	18:20	8:00	21:20	N/A	9:00
			n= 14	n= 1	n= 7	n= 1	n= 5	n= 0	
		Urban	19:30	7:20	6:10	N/A	19:30	6:40	7:20
			n= 8	n= 3	n= 1	n= 0	n= 2	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	12:30	6:30	12:20	6:30	14:00	12:50	8:20
			n= 21	n= 1	n= 11	n= 1	n= 7	n= 1	
		Urban	9:10	10:20	8:10	7:50	8:30	7:02	7:10
			n= 30	n= 15	n= 4	n= 1	n= 7	n= 3	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	20:40	14:20	20:40	10:10	24:40	N/A	11:30
			n= 14	n= 1	n= 7	n= 1	n= 5	n= 0	
		Urban	21:20	9:30	8:20	N/A	21:20	7:40	9:50
			n= 8	n= 3	n= 1	n= 0	n= 2	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 7

Planning Zone 7									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			1:57	1:38	1:42	2:39	2:21	1:57	1:00
			n= 128	n= 29	n= 34	n= 24	n= 25	n= 16	
Turnout			1:34	1:28	1:42	1:22	1:34	1:54	1:30
			n= 126	n= 28	n= 34	n= 23	n= 24	n= 17	
Travel Time	1st Due	Rural	8:40	8:30	9:10	7:40	11:00	7:10	5:50
			n= 69	n= 3	n= 23	n= 16	n= 15	n= 12	
		Urban	6:30	8:20	5:00	7:10	5:30	4:20	4:40
			n= 61	n= 26	n= 12	n= 7	n= 10	n= 6	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	16:10	16:10	12:20	13:10	23:40	12:30	9:00
			n= 43	n= 2	n= 8	n= 12	n= 11	n= 10	
		Urban	14:50	21:00	14:50	13:30	21:00	10:30	7:20
			n= 33	n= 7	n= 9	n= 5	n= 7	n= 5	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	11:10	11:00	11:10	10:10	12:40	13:00	8:20
			n= 70	n= 3	n= 23	n= 17	n= 15	n= 12	
		Urban	10:20	13:00	7:00	11:40	7:00	6:40	7:10
			n= 63	n= 27	n= 12	n= 8	n= 10	n= 6	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	18:20	18:20	13:50	14:20	26:10	13:50	11:30
			n= 43	n= 2	n= 8	n= 12	n= 11	n= 10	
		Urban	16:20	22:20	16:00	16:20	22:40	12:20	9:50
			n= 33	n= 7	n= 9	n= 5	n= 7	n= 5	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 8

Planning Zone 8									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			4:00	0:30	N/A	N/A	4:00	N/A	1:00
			n= 3	n= 1	n= 0	n= 0	n= 2	n= 0	
Turnout			1:14	1:14	N/A	N/A	0:45	N/A	1:30
			n= 2	n= 1	n= 0	n= 0	n= 1	n= 0	
Travel Time	1st Due	Rural	9:10	9:10	N/A	N/A	8:00	N/A	5:50
			n= 3	n= 1	n= 0	n= 0	n= 2	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	4:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	18:20	N/A	N/A	N/A	18:20	N/A	9:00
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	7:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	11:00	11:00	N/A	N/A	9:10	N/A	8:20
			n= 3	n= 1	n= 0	n= 0	n= 2	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	7:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	20:00	N/A	N/A	N/A	20:00	N/A	11:30
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	9:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

EMS High Risk ERF-6: Planning Zone 9

Planning Zone 9									2022 - 2027 Benchmark
EMS: High Risk			2019 - 2023	2023	2022	2021	2020	2019	
Call Processing			2:24	2:05	2:34	3:05	2:21	1:56	1:00
			n= 134	n= 38	n= 19	n= 30	n= 33	n= 14	
Turnout			1:38	1:33	1:42	1:39	1:45	1:36	1:30
			n= 116	n= 33	n= 16	n= 22	n= 32	n= 13	
Travel Time	1st Due	Rural	7:50	7:50	N/A	N/A	N/A	N/A	5:50
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	6:00	7:00	6:20	4:50	6:00	4:40	4:40
			n= 134	n= 39	n= 19	n= 30	n= 33	n= 13	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	8:50	8:50	N/A	N/A	N/A	N/A	9:00
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	15:30	12:30	17:20	12:50	20:50	8:50	7:20
			n= 62	n= 18	n= 4	n= 14	n= 18	n= 8	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	10:10	10:10	N/A	N/A	N/A	N/A	8:20
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	8:20	8:30	8:20	8:20	8:40	6:40	7:10
			n= 135	n= 38	n= 19	n= 31	n= 33	n= 14	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	11:10	11:00	N/A	N/A	N/A	N/A	11:30
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	17:10	13:30	19:00	14:20	22:50	11:00	9:50
			n= 62	n= 18	n= 4	n= 14	n= 18	n= 8	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Appendix D: Fire Suppression Data Tables

The following data tables detail the department's fire suppression performance from 2020-2024 against adopted standards by risk level (low, moderate, and high) and three different planning levels;

- Low Risk ERF-6:
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)

    NOTE: Insufficient data for planning zone analysis
- Low Risk ERF-9:
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)

    NOTE: Insufficient data for planning zone analysis
- Low Risk ERF-10:
  - There were no Low Fire Risk [ERF-10] incidents during the evaluation period
- Moderate Risk ERF-12:
  - Jurisdiction (CRFD)

    NOTE: Insufficient data for station or planning zone analysis
- Moderate Risk ERF-18:
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)

    NOTE: Insufficient data for planning zone analysis
- High Risk ERF-21:
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)

    NOTE: Insufficient data for planning zone analysis

Fire: Low Risk ERF-6 CRFD

CRFD									
Fire: Low Risk [ERF-6]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:51	1:37	1:39	1:48	1:55	2:21	1:00
			n= 207	n= 59	n= 59	n= 51	n= 32	n= 38	
Turnout			1:53	1:49	1:49	2:00	1:51	2:09	1:30
			n= 201	n= 58	n= 58	n= 49	n= 33	n= 35	
Travel Time	1st Due	Rural	6:50	7:10	7:10	6:30	7:10	6:50	5:50
			n= 35	n= 10	n= 10	n= 11	n= 8	n= 3	
		Urban	6:30	6:10	6:10	6:10	6:50	6:40	4:40
			n= 158	n= 38	n= 38	n= 37	n= 24	n= 35	
		Interstate	8:20	8:20	8:20	5:40	N/A	N/A	6:40
			n= 13	n= 10	n= 10	n= 3	n= 0	n= 0	
	ERF	Rural	10:20	9:30	9:30	9:10	10:40	10:30	9:20
			n= 25	n= 7	n= 7	n= 7	n= 7	n= 2	
		Urban	9:50	9:00	9:00	10:00	10:20	9:30	8:40
			n= 91	n= 30	n= 30	n= 19	n= 14	n= 18	
		Interstate	11:50	15:50	15:50	7:50	N/A	N/A	10:30
			n= 10	n= 7	n= 7	n= 3	n= 0	n= 0	
Total Response Time	1st Due	Rural	9:50	10:20	10:20	8:10	10:00	9:50	8:20
			n= 35	n= 10	n= 10	n= 11	n= 8	n= 3	
		Urban	9:20	8:40	8:40	9:00	10:10	9:20	7:10
			n= 161	n= 40	n= 40	n= 37	n= 25	n= 35	
		Interstate	9:30	9:30	9:30	9:30	N/A	N/A	9:10
			n= 13	n= 10	n= 10	n= 3	n= 0	n= 0	
	ERF	Rural	12:50	29:50	29:50	11:10	11:50	13:20	11:50
			n= 26	n= 8	n= 8	n= 7	n= 7	n= 2	
		Urban	12:50	11:50	11:50	12:00	13:30	12:10	11:10
			n= 91	n= 30	n= 30	n= 19	n= 14	n= 18	
		Interstate	14:00	17:00	17:00	10:20	N/A	N/A	13:00
			n= 10	n= 7	n= 7	n= 3	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

*Commercial fire alarm, lightning strike, passenger car/pick up fire, and smoke investigation inside.

Fire: Low Risk ERF-6 Station 151

Station 151									
Fire: Low Risk [ERF-6]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:57	1:28	1:29	2:32	1:58	2:21	1:00
			n= 146	n= 96	n= 13	n= 12	n= 16	n= 9	
Turnout			2:03	2:11	2:05	2:00	1:51	2:10	1:30
			n= 145	n= 96	n= 12	n= 12	n= 16	n= 9	
Travel Time	1st Due	Rural	4:08	5:02	3:40	3:50	4:00	N/A	5:50
			n= 32	n= 25	n= 3	n= 1	n= 3	n= 0	
		Urban	6:13	6:07	6:20	5:50	6:50	6:00	4:40
			n= 101	n= 66	n= 6	n= 8	n= 12	n= 9	
		Interstate	7:16	7:50	8:20	5:40	N/A	N/A	6:40
			n= 12	n= 5	n= 4	n= 3	n= 0	n= 0	
	ERF	Rural	5:03	N/A	4:40	6:10	4:20	N/A	9:20
			n= 10	n= 0	n= 2	n= 1	n= 2	n= 0	
		Urban	9:07	N/A	8:00	10:40	10:20	7:30	8:40
			n= 24	n= 0	n= 5	n= 7	n= 8	n= 4	
		Interstate	11:50	N/A	15:50	7:50	N/A	N/A	10:30
			n= 7	n= 0	n= 4	n= 3	n= 0	n= 0	
Total Response Time	1st Due	Rural	6:32	7:37	5:30	6:30	N/A	N/A	8:20
			n= 29	n= 25	n= 3	n= 1	n= 0	n= 0	
		Urban	8:59	9:06	9:00	8:00	9:40	9:10	7:10
			n= 101	n= 66	n= 6	n= 8	n= 12	n= 9	
		Interstate	9:40	10:00	9:30	9:30	N/A	N/A	9:10
			n= 11	n= 5	n= 4	n= 3	n= 0	n= 0	
	ERF	Rural	7:40	N/A	N/A	7:40	N/A	N/A	11:50
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Urban	12:02	N/A	11:30	13:10	13:10	10:20	11:10
			n= 24	n= 0	n= 5	n= 7	n= 8	n= 4	
		Interstate	13:40	N/A	17:00	10:20	N/A	N/A	13:00
			n= 7	n= 0	n= 4	n= 3	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

*Commercial fire alarm, lightning strike, passenger car/pick up fire, and smoke investigation inside.

Fire: Low Risk ERF-6 Station 152

Station 152									
Fire: Low Risk [ERF-6]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:55	1:08	1:15	3:43	0:51	2:38	1:00
			n= 25	n= 6	n= 8	n= 7	n= 1	n= 3	
Turnout			1:43	1:32	1:39	1:51	1:41	1:55	1:30
			n= 24	n= 6	n= 8	n= 6	n= 1	n= 3	
Travel Time	1st Due	Rural	5:23	3:45	N/A	6:40	4:20	6:50	5:50
			n= 11	n= 6	n= 0	n= 3	n= 1	n= 1	
		Urban	5:50	4:44	5:50	4:30	N/A	6:30	4:40
			n= 16	n= 6	n= 4	n= 4	n= 0	n= 2	
		Interstate	6:04	2:39	9:30	N/A	N/A	N/A	6:40
			n= 6	n= 2	n= 4	n= 0	n= 0	n= 0	
	ERF	Rural	7:57	5:42	N/A	9:10	9:00	N/A	9:20
			n= 5	n= 3	n= 0	n= 1	n= 1	n= 0	
		Urban	9:20	9:43	8:50	9:20	N/A	9:30	8:40
			n= 8	n= 1	n= 3	n= 2	n= 0	n= 2	
		Interstate	7:31	6:53	8:10	N/A	N/A	N/A	10:30
			n= 2	n= 1	n= 1	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	7:49	6:09	N/A	8:40	6:50	9:40	8:20
			n= 11	n= 6	n= 0	n= 3	n= 1	n= 1	
		Urban	8:30	7:30	8:40	7:10	N/A	10:40	7:10
			n= 16	n= 6	n= 4	n= 4	n= 0	n= 2	
		Interstate	8:28	5:27	11:30	N/A	N/A	N/A	9:10
			n= 6	n= 2	n= 4	n= 0	n= 0	n= 0	
	ERF	Rural	10:16	8:09	N/A	11:10	11:30	N/A	11:50
			n= 5	n= 3	n= 0	n= 1	n= 1	n= 0	
		Urban	11:43	12:32	10:50	12:00	N/A	11:30	11:10
			n= 8	n= 1	n= 3	n= 2	n= 0	n= 2	
		Interstate	9:37	9:14	10:00	N/A	N/A	N/A	13:00
			n= 2	n= 1	n= 1	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial fire alarm, lightning strike, passenger car/pick up fire, and smoke investigation inside.*

Fire: Low Risk ERF-6 Station 153

Station 153									
Fire: Low Risk [ERF-6]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:29	1:16	1:38	1:35	1:59	1:00	1:00
			n= 36	n= 7	n= 12	n= 5	n= 5	n= 7	
Turnout			2:11	2:08	1:59	2:38	1:47	2:24	1:30
			n= 36	n= 7	n= 13	n= 5	n= 5	n= 6	
Travel Time	1st Due	Rural	6:27	N/A	7:10	4:40	7:10	6:50	5:50
			n= 6	n= 0	n= 1	n= 1	n= 3	n= 1	
		Urban	6:47	7:28	7:10	7:30	4:30	7:20	4:40
			n= 29	n= 6	n= 11	n= 4	n= 2	n= 6	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	9:05	N/A	9:30	5:40	10:40	10:30	9:20
			n= 6	n= 0	n= 1	n= 1	n= 3	n= 1	
		Urban	8:21	7:37	11:00	7:10	N/A	7:40	8:40
			n= 17	n= 3	n= 10	n= 2	n= 0	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	10:20	N/A	10:20	6:50	10:00	9:50	8:20
			n= 7	n= 0	n= 1	n= A	n= 3	n= 1	
		Urban	9:30	10:26	9:20	10:20	8:20	9:20	7:10
			n= 33	n= 6	n= 12	n= 4	n= 2	n= 6	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	13:20	N/A	12:50	7:50	11:50	13:20	11:50
			n= 7	n= 0	n= 1	n= 1	n= 3	n= 1	
		Urban	14:10	9:47	13:30	10:20	N/A	10:10	11:10
			n= 18	n= 3	n= 10	n= 1	n= 0	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial fire alarm, lightning strike, passenger car/pick up fire, and smoke investigation inside.*

Fire: Low Risk ERF-6 Station 154

Station 154									
Fire: Low Risk [ERF-6]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:02	2:19	2:07	2:04	1:36	2:04	1:00
			n= 70	n= 88	n= 18	n= 19	n= 10	n= 15	
Turnout			2:03	1:58	1:44	2:19	1:48	1:51	1:30
			n= 69	n= 88	n= 18	n= 18	n= 11	n= 14	
Travel Time	1st Due	Rural	4:07	4:56	4:40	4:40	3:20	3:00	5:50
			n= 43	n= 31	n= 4	n= 6	n= 1	n= 1	
		Urban	6:01	6:06	5:40	6:10	5:30	6:40	4:40
			n= 103	n= 54	n= 12	n= 13	n= 10	n= 14	
		Interstate	5:24	5:58	4:50	N/A	N/A	N/A	6:40
			n= 5	n= 3	n= 2	n= 0	n= 0	n= 0	
	ERF	Rural	5:49	7:46	5:50	6:00	4:30	5:00	9:20
			n= 17	n= 9	n= 2	n= 4	n= 1	n= 1	
		Urban	10:09	10:06	10:40	10:00	10:20	9:40	8:40
			n= 44	n= 19	n= 8	n= 4	n= 6	n= 7	
		Interstate	11:08	16:56	5:20	N/A	N/A	N/A	10:30
			n= 4	n= 2	n= 2	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	7:03	7:55	7:40	7:40	6:20	5:40	8:20
			n= 43	n= 31	n= 4	n= 6	n= 1	n= 1	
		Urban	9:25	9:05	8:20	9:00	11:20	9:20	7:10
			n= 103	n= 54	n= 12	n= 13	n= 10	n= 14	
		Interstate	8:59	11:08	6:50	N/A	N/A	N/A	9:10
			n= 5	n= 3	n= 2	n= 0	n= 0	n= 0	
	ERF	Rural	8:19	10:05	8:00	8:50	7:00	7:40	11:50
			n= 17	n= 9	n= 2	n= 4	n= 1	n= 1	
		Urban	13:53	14:05	13:00	12:00	17:30	12:50	11:10
			n= 44	n= 19	n= 8	n= 4	n= 6	n= 7	
		Interstate	19:57	19:57	N/A	N/A	N/A	N/A	13:00
			n= 2	n= 2	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial fire alarm, lightning strike, passenger car/pick up fire, and smoke investigation inside.*

Fire: Low Risk ERF-6 Station 155

Station 155									
Fire: Low Risk [ERF-6]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:57	1:18	2:44	1:25	N/A	2:24	1:00
			n= 72	n= 52	n= 8	n= 8	n= 0	n= 4	
Turnout			1:58	2:00	1:35	2:43	N/A	1:34	1:30
			n= 72	n= 52	n= 8	n= 8	n= 0	n= 4	
Travel Time	1st Due	Rural	7:22	6:14	8:30	N/A	N/A	N/A	5:50
			n= 15	n= 13	n= 2	n= 0	n= 0	n= 0	
		Urban	6:12	5:30	5:50	6:30	N/A	7:00	4:40
			n= 56	n= 39	n= 5	n= 8	n= 0	n= 4	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	9:26	9:52	9:00	N/A	N/A	N/A	9:20
			n= 5	n= 3	n= 2	n= 0	n= 0	n= 0	
		Urban	7:03	5:55	6:50	8:30	N/A	7:00	8:40
			n= 26	n= 14	n= 4	n= 5	n= 0	n= 3	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	9:50	8:31	11:10	N/A	N/A	N/A	8:20
			n= 15	n= 13	n= 2	n= 0	n= 0	n= 0	
		Urban	8:42	7:59	8:40	8:50	N/A	9:20	7:10
			n= 56	n= 39	n= 6	n= 8	n= 0	n= 4	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	11:41	11:42	11:40	N/A	N/A	N/A	11:50
			n= 5	n= 3	n= 2	n= 0	n= 0	n= 0	
		Urban	9:39	8:36	9:40	10:50	N/A	9:30	11:10
			n= 26	n= 14	n= 4	n= 5	n= 0	n= 3	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial fire alarm, lightning strike, passenger car/pick up fire, and smoke investigation inside.*

Fire: Low Risk ERF-9 CRFD

CRFD									
Fire: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:25	1:57	2:23	2:06	2:02	3:40	1:00
			n= 38	n= 2	n= 14	n= 14	n= 5	n= 3	
Turnout			1:48	2:06	1:43	1:46	1:50	1:39	1:30
			n= 35	n= 10	n= 13	n= 15	n= 4	n= 3	
Travel Time	1st Due	Rural	6:28	N/A	13:20	N/A	2:00	5:10	5:50
			n= 4	n= 0	n= 2	n= 0	n= 1	n= 1	
		Urban	5:33	2:23	6:00	5:50	5:20	4:30	4:40
			n= 33	n= 2	n= 11	n= 14	n= 4	n= 2	
		Interstate	7:07	7:07	N/A	N/A	N/A	N/A	6:40
			n= 10	n= 10	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	6:27	N/A	N/A	N/A	4:50	8:20	9:20
			n= 2	n= 0	n= 0	n= 0	n= 1	n= 1	
		Urban	9:26	3:58	10:20	9:00	9:10	6:20	8:40
			n=	n= 1	n= 4	n= 3	n= 2	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	9:41	N/A	15:50	9:40	5:00	9:50	8:20
			n= 5	n= 0	n= 2	n= 1	n= 1	n= 1	
		Urban	7:54	3:54	8:20	810	7:10	6:50	7:10
			n= 33	n= 2	n= 11	n= 14	n= 4	n= 2	
		Interstate	10:49	10:49	N/A	N/A	N/A	N/A	9:10
			n= 10	n= 10	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	8:59	N/A	N/A	N/A	7:30	10:40	11:50
			n= 3	n= 0	n= 0	n= 0	n= 1	n= 1	
		Urban	10:30	5:57	12:50	10:20	10:20	8:30	11:10
			n= 11	n= 1	n= 4	n= 3	n= 2	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Appliance Fire, hydranted, unattached outbuilding, LP/Gas leak inside or gas line rupture.*

Fire: Low Risk ERF-9 Station 151

Station 151									
Fire: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:01	1:00	2:47	1:25	2:52	N/A	1:00
			n= 10	n= 1	n= 3	n= 4	n= 2	n= 0	
Turnout			1:40	1:33	1:57	1:49	1:24	N/A	1:30
			n= 10	n= 1	n= 3	n= 5	n= 1	n= 0	
Travel Time	1st Due	Rural	2:00	N/A	N/A	N/A	2:00	N/A	5:50
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
		Urban	3:13	0:35	4:40	5:00	3:20	N/A	4:40
			n= 9	n= 1	n= 3	n= 4	n= 1	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	4:50	N/A	N/A	N/A	4:50	N/A	9:20
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
		Urban	7:39	3:58	8:30	9:00	9:10	N/A	8:40
			n= 6	n= 1	n= 2	n= 2	n= 1	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	7:20	N/A	N/A	9:40	5:00	N/A	8:20
			n= 2	n= 0	n= 0	n= 1	n= 1	n= 0	
		Urban	6:09	3:08	8:20	8:00	5:10	N/A	7:10
			n= 9	n= 1	n= 3	n= 4	n= 1	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	7:30	N/A	N/A	N/A	7:30	N/A	11:50
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
		Urban	9:16	5:57	10:40	10:20	10:20	N/A	11:10
			n= 6	n= 1	n= 2	n= 2	n= 1	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Appliance Fire, hydranted, unattached outbuilding, LP/Gas leak inside or gas line rupture.*

Fire: Low Risk ERF-9 Station 152

Station 152									
Fire: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:24	N/A	1:28	N/A	N/A	1:26	1:00
			n= 4	n= 0	n= 3	n= 0	n= 0	n= 1	
Turnout			1:24	N/A	1:24	N/A	N/A	0:08	1:30
			n= 4	n= 0	n= 3	n= 0	n= 0	n= 1	
Travel Time	1st Due	Rural	13:20	N/A	13:20	N/A	N/A	N/A	5:50
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	4:20	N/A	4:30	N/A	N/A	4:10	4:40
			n= 3	n= 0	n= 1	n= 0	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	9:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	6:20	N/A	N/A	N/A	N/A	6:20	8:40
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	15:50	N/A	15:50	N/A	N/A	N/A	8:20
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	6:15	N/A	7:10	N/A	N/A	5:20	7:10
			n= 2	n= 0	n= 1	n= 0	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	8:00	N/A	N/A	N/A	N/A	8:00	11:10
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Appliance Fire, hydranted, unattached outbuilding, LP/Gas leak inside or gas line rupture.*

Fire: Low Risk ERF-9 Station 153

Station 153									
Fire: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:58	N/A	1:12	3:42	1:02	N/A	1:00
			n= 7	n= 0	n= 3	n= 4	n= 3	n= 0	
Turnout			1:46	N/A	1:43	1:46	1:50	N/A	1:30
			n= 7	n= 0	n= 3	n= 4	n= 3	n= 0	
Travel Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	5:53	N/A	7:50	4:30	5:20	N/A	4:40
			n= 7	n= 0	n= 3	n= 4	n= 3	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	9:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	8:15	N/A	10:20	N/A	6:10	N/A	8:40
			n= 3	n= 0	n= 2	n= 0	n= 1	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	8:43	N/A	10:50	8:10	7:10	N/A	7:10
			n= 7	n= 0	n= 3	n= 4	n= 3	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	9:40	N/A	12:00	N/A	7:20	N/A	11:10
			n= 3	n= 0	n= 2	n= 0	n= 1	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Appliance Fire, hydranted, unattached outbuilding, LP/Gas leak inside or gas line rupture.*

Fire: Low Risk ERF-9 Station 154

Station 154									
Fire: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:14	N/A	2:23	2:06	N/A	N/A	1:00
			n= 9	n= 0	n= 5	n= 4	n= 0	n= 0	
Turnout			1:30	N/A	1:40	1:21	N/A	N/A	1:30
			n= 8	n= 0	n= 4	n= 4	n= 0	n= 0	
Travel Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	4:40	N/A	4:00	5:20	N/A	N/A	4:40
			n= 8	n= 0	n= 4	n= 4	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	9:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	8:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	7:15	N/A	7:10	7:20	N/A	N/A	7:10
			n= 8	n= 0	n= 4	n= 4	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	11:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Appliance Fire, hydranted, unattached outbuilding, LP/Gas leak inside or gas line rupture.*

Fire: Low Risk ERF-9 Station 155

Station 155									
Fire Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:24	N/A	N/A	1:09	N/A	3:40	1:00
			n= 4	n= 0	n= 0	n= 2	n= 0	n= 2	
Turnout			1:20	N/A	N/A	1:02	N/A	1:39	1:30
			n= 4	n= 0	n= 0	n= 2	n= 0	n= 2	
Travel Time	1st Due	Rural	5:10	N/A	N/A	N/A	N/A	5:10	5:50
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Urban	5:20	N/A	N/A	6:10	N/A	4:30	4:40
			n= 3	n= 0	n= 0	n= 2	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	8:20	N/A	N/A	N/A	N/A	8:20	9:20
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Urban	6:40	N/A	N/A	7:20	N/A	6:00	8:40
			n= 2	n= 0	n= 0	n= 1	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	9:50	N/A	N/A	N/A	N/A	9:50	8:20
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Urban	7:40	N/A	N/A	8:30	N/A	6:50	7:10
			n= 3	n= 0	n= 0	n= 2	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	10:40	N/A	N/A	N/A	N/A	10:40	11:50
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Urban	9:00	N/A	N/A	9:30	N/A	8:30	11:10
			n= 2	n= 0	n= 0	n= 1	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Appliance Fire, hydranted, unattached outbuilding, LP/Gas leak inside or gas line rupture.*

Fire: Moderate Risk [ERF-12] CRFD

CRFD									
Fire: Moderate Risk ERF-12			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:36	1:12	1:25	2:07	1:02	2:15	1:00
			n= 17	n= 6	n= 3	n= 5	n= 3	n= 3	
Turnout			1:38	1:35	1:28	1:43	1:43	1:42	1:30
			n= 17	n= 6	n= 3	n= 5	n= 3	n= 3	
Travel Time	1st Due	Rural	7:38	14:04	2:40	N/A	N/A	6:10	5:50
			n= 5	n= 1	n= 1	n= 0	n= 0	n= 2	
		Urban	4:40	4:20	4:20	5:20	N/A	N/A	4:40
			n= 4	n= 1	n= 1	n= 2	n= 0	n= 0	
		Interstate	4:23	5:15	3:10	6:00	3:50	3:40	5:40
			n= 10	n= 2	n= 1	n= 3	n= 3	n= 1	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	19:11	19:11	N/A	N/A	N/A	N/A	14:20
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	14:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	9:59	15:49	5:00	N/A	N/A	9:10	8:20
			n= 4	n= 1	n= 1	n= 0	n= 0	n= 2	
		Urban	7:12	7:12	6:30	8:40	N/A	N/A	7:10
			n= 5	n= 2	n= 1	n= 2	n= 0	n= 0	
		Interstate	6:14	7:41	6:00	7:30	5:10	4:50	8:10
			n= 10	n= 2	n= 1	n= 3	n= 3	n= 1	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	15:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	21:19	21:19	N/A	N/A	N/A	N/A	16:50
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	16:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial Carrier Fire*

Fire: Moderate Risk [ERF-18] CRFD

CRFD									
Fire: Moderate Risk [ERF-18]			2022 - 2027 Benchmark	2020 - 2024	2024	2023	2022	2021	2020
Call Processing		Rural	1:00	1:20	1:40	1:14	00:50	2:26	0:33
		Urban		1:34	1:38	1:11	2:05	1:22	1:36
Turnout		Rural	1:30	1:36	2:11	1:34	1:25	1:31	1:20
		Urban		2:21	2:15	3:22	2:06	2:13	1:51
Travel Time	1st Due	Rural	5:42	6:37	8:19	4:47	6:42	7:04	6:17
		Urban	4:32	5:41	7:01	4:22	6:19	5:22	5:23
	ERF	Rural	13:12	14:31	12:39	18:21	N/A	12:33	N/A
		Urban	13:12	16:10	16:52	17:14	18:45	12:57	15:06
Total Response Time	1st Due	Rural	8:20	8:51	10:24	7:24	8:39	9:41	8:10
				n= 13	n= 3	n= 3	n= 3	n= 3	n= 1
		Urban	7:10	8:28	9:51	7:35	9:12	7:33	8:11
				n= 77	n= 15	n= 7	n= 18	n= 16	n= 21
	ERF	Rural	15:50	20:07	15:34	20:54	N/A	23:53	N/A
				n= 8	n= 3	n= 3	n= 0	n= 2	n= 0
		Urban	15:50	15:08	11:00	14:30	15:30	17:50	16:50
				n= 17	n= 1	n= 4	n= 4	n= 5	n= 3
If Incident count (n=) is less than 10, a maximum time is reported									

Fire: Moderate Risk [ERF-18] Station 151

Station 151									
Fire: Moderate Risk ERF - 18			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:27	0:56	2:10	0:57	2:27	1:01	1:00
			n= 24	n= 3	n= 4	n= 4	n= 5	n= 2	
Turnout			2:00	1:24	2:00	1:35	1:29	1:14	1:30
			n= 22	n= 3	n= 3	n= 4	n= 5	n= 2	
Travel Time	1st Due	Rural	7:30	N/A	N/A	6:50	7:30	N/A	5:42
			n= 2	n= 0	n= 0	n= 1	n= 1	n= 0	
		Urban	8:11	8:11	4:30	5:10	4:40	2:30	4:32
			n= 14	n= 3	n= 4	n= 3	n= 4	n= 2	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:12
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	10:00	7:42	10:00	N/A	10:00	8:40	13:12
			n= 5	n= 2	n= 1	n= 0	n= 1	n= 1	
Total Response Time	1st Due	Rural	9:50	N/A	N/A	9:00	9:50	N/A	8:20
			n= 2	n= 0	n= 0	n= 1	n= 1	n= 0	
		Urban	10:21	10:21	6:40	7:40	7:30	4:50	7:10
			n= 14	n= 3	n= 4	n= 3	n= 4	n= 2	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	15:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	11:20	9:28	11:10	N/A	11:20	10:30	15:50
			n= 5	n= 2	n= 1	n= 0	n= 1	n= 1	
If Incident count (n=) is less than 10, a maximum time is reported									

**Residential Structure Fire*

Fire: Moderate Risk [ERF-18] Station 152

Station 152									
Fire: Moderate Risk ERF - 18			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			4:07	0:54	4:07	1:29	2:45	0:35	1:00
			n= 10	n= 1	n= 1	n= 2	n= 4	n= 2	
Turnout			3:00	1:20	1:21	1:08	3:00	1:10	1:30
			n= 10	n= 1	n= 1	n= 2	n= 4	n= 2	
Travel Time	1st Due	Rural	6:00	N/A	0:40	5:10	5:10	6:00	5:42
			n= 5	n= 0	n= 1	n= 1	n= 2	n= 1	
		Urban	3:00	4:46	N/A	2:20	3:00	2:50	4:32
			n= 4	n= 1	n= 0	n= 1	n= 2	n= 1	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:12
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	13:30	11:18	N/A	N/A	13:30	N/A	13:12
			n= 2	n= 1	n= 0	n= 0	n= 1	n= 0	
Total Response Time	1st Due	Rural	9:10	6:00	6:00	7:10	9:10	7:30	8:20
			n= 6	n= 1	n= 1	n= 1	n= 2	n= 1	
		Urban	7:00	7:00	N/A	5:00	5:40	4:30	7:10
			n= 5	n= 1	n= 0	n= 1	n= 2	n= 1	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	15:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	15:30	13:06	N/A	N/A	15:30	N/A	15:50
			n= 2	n= 1	n= 0	n= 0	n= 1	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Residential Structure Fire*

Fire: Moderate Risk [ERF-18] Station 153

Station 153									
Fire: Moderate Risk ERF - 18			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			3:13	0:59	0:49	3:13	1:14	2:09	1:00
			n= 17	n= 3	n= 1	n= 5	n= 3	n= 5	
Turnout			3:07	2:25	2:00	3:07	1:29	2:04	1:30
			n= 17	n= 3	n= 1	n= 5	n= 3	n= 5	
Travel Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:42
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	5:40	4:49	2:50	4:10	5:40	5:30	4:32
			n= 17	n= 3	n= 1	n= 5	n= 3	n= 5	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:12
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	16:00	11:16	N/A	12:20	N/A	16:00	13:12
			n= 6	n= 1	n= 0	n= 2	n= 0	n= 3	
Total Response Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	9:10	6:58	5:40	9:10	7:40	8:20	7:10
			n= 17	n= 3	n= 1	n= 5	n= 3	n= 5	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	15:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	17:50	13:28	N/A	14:20	N/A	17:50	15:50
			n= 6	n= 1	n= 0	n= 2	n= 0	n= 3	
If Incident count (n=) is less than 10, a maximum time is reported									

**Residential Structure Fire*

Fire: Moderate Risk [ERF-18] Station 154

Station 154									
Fire: Moderate Risk ERF - 18			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:16	1:38	1:38	2:06	2:16	1:28	1:00
			n= 26	n= 6	n= 2	n= 4	n= 5	n= 9	
Turnout			2:07	2:07	1:34	1:46	1:36	3:04	1:30
			n= 26	n= 6	n= 2	n= 5	n= 5	n= 9	
Travel Time	1st Due	Rural	4:40	N/A	N/A	N/A	4:40	N/A	5:42
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
		Urban	6:40	6:40	3:40	4:20	3:20	4:10	4:32
			n= 25	n= 6	n= 2	n= 4	n= 4	n= 9	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:12
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	18:22	18:22	N/A	9:50	8:40	11:00	13:12
			n= 7	n= 3	n= 0	n= 2	n= 1	n= 1	
Total Response Time	1st Due	Rural	7:00	N/A	N/A	N/A	7:00	N/A	8:20
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
		Urban	9:46	9:46	6:50	7:50	5:00	6:30	7:10
			n= 25	n= 6	n= 2	n= 4	n= 4	n= 9	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	15:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	20:24	20:24	N/A	11:50	10:40	12:50	15:50
			n= 7	n= 3	n= 0	n= 2	n= 1	n= 1	
If Incident count (n=) is less than 10, a maximum time is reported									

**Residential Structure Fire*

Fire: Moderate Risk [ERF-18] Station 155

Station 155									
Fire: Moderate Risk ERF - 18			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:32	1:44	1:05	1:54	1:25	1:36	1:00
			n= 21	n= 5	n= 3	n= 6	n= 3	n= 4	
Turnout			2:01	2:15	1:33	3:05	1:44	1:29	1:30
			n= 21	n= 5	n= 2	n= 6	n= 3	n= 4	
Travel Time	1st Due	Rural	6:10	4:37	5:10	6:10	5:10	N/A	5:42
			n= 7	n= 2	n= 2	n= 2	n= 1	n= 0	
		Urban	5:11	5:24	N/A	5:00	5:10	5:10	4:32
			n= 13	n= 3	n= 0	n= 4	n= 2	n= 4	
	ERF	Rural	12:10	12:39	12:10	N/A	N/A	N/A	13:12
			n= 2	n= 1	n= 1	n= 0	n= 0	n= 0	
		Urban	18:22	12:07	N/A	N/A	12:30	N/A	13:12
			n= 2	n= 1	n= 0	n= 0	n= 1	n= 0	
Total Response Time	1st Due	Rural	9:00	7:37	7:20	9:00	7:10	N/A	8:20
			n= 8	n= 2	n= 3	n= 2	n= 1	n= 0	
		Urban	7:48	8:13	N/A	7:50	7:30	7:40	7:10
			n= 13	n= 3	n= 0	n= 4	n= 2	n= 4	
	ERF	Rural	13:40	15:34	13:40	N/A	N/A	N/A	15:50
			n= 2	n= 1	n= 1	n= 0	n= 0	n= 0	
		Urban	20:24	14:25	N/A	N/A	14:30	N/A	15:50
			n= 2	n= 1	n= 0	n= 0	n= 1	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Residential Structure Fire*

Fire: High Risk [ERF-21] CRFD

CRFD									
Fire: High Risk [ERF-21]			2022 - 2027 Benchmark	2020 - 2024	2024	2023	2022	2021	2020
Call Processing		Rural	1:00	2:08	1:47	1:21	N/A	1:14	2:14
		Urban		1:43	1:33	2:30	1:43	1:12	1:32
Turnout		Rural	1:30	3:04	4:32	1:52	N/A	1:26	1:22
		Urban		2:03	1:33	2:48	1:43	2:19	1:34
Travel Time	1st Due	Rural	5:42	5:16	5:46	4:46	N/A	4:15	2:55
		Urban	4:32	4:44	5:01	4:10	4:27	4:50	4:06
	ERF	Rural	13:22	15:36	16:20	N/A	N/A	9:15	N/A
		Urban	13:22	16:59	8:12	18:11	11:15	9:04	14:11
Total Response Time	1st Due	Rural	8:20	9:03	10:11	8:00	N/A	6:33	6:04
				n= 8	n= 3	n= 1	n= 0	n= 2	n= 2
		Urban	7:10	8:20	7:25	9:02	7:27	7:33	6:51
				n= 47	n= 8	n= 10	n= 13	n= 10	n= 6
	ERF	Rural	16:00	23:32	24:07	N/A	N/A	11:33	N/A
				n= 4	n= 3	n= 0	n= 1	n= 0	n= 0
		Urban	16:00	21:03	10:57	21:03	13:36	10:23	25:24
				n= 12	n= 1	n= 3	n= 4	n= 3	n= 3
If Incident count (n=) is less than 10, a maximum time is reported									

Fire: High Risk [ERF-21] Station 151

Station 151									
Fire: High Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:46	0:55	3:04	1:30	1:29	1:54	1:00
			n= 25	n= 7	n= 4	n= 3	n= 6	n= 5	
Turnout			2:05	3:13	1:24	1:30	2:48	1:30	1:30
			n= 25	n= 7	4 3	n= 3	n= 6	n= 5	
Travel Time	1st Due	Rural	5:00	2:51	5:00	N/A	N/A	2:00	5:42
			n= 3	n= 1	n= 1	n= 0	n= 0	n= 1	
		Urban	4:11	4:55	2:30	3:40	5:20	4:30	4:32
			n= 22	n= 6	n= 3	n= 3	n= 6	n= 4	
	ERF	Rural	8:46	8:46	N/A	N/A	N/A	N/A	13:22
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	11:10	8:12	N/A	11:10	9:10	9:20	13:22
			n= 5	n= 1	n= 0	n= 2	n= 1	n= 1	
Total Response Time	1st Due	Rural	7:50	5:28	7:50	N/A	N/A	4:20	8:20
			n= 3	n= 1	n= 1	n= 0	n= 0	n= 1	
		Urban	6:52	7:30	5:50	6:30	6:50	7:40	7:10
			n= 22	n= 6	n= 3	n= 3	n= 6	n= 4	
	ERF	Rural	10:51	10:51	N/A	N/A	N/A	N/A	16:00
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	14:00	10:57	N/A	14:00	10:30	11:20	16:00
			n= 5	n= 1	n= 0	n= 2	n= 1	n= 1	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial Structure Fire*

Fire: High Risk [ERF-21] Station 152

Station 152									
Fire: High Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			0:33	N/A	N/A	0:33	N/A	N/A	1:00
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
Turnout			1:20	N/A	N/A	1:20	N/A	N/A	1:30
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
Travel Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:42
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	1:20	N/A	N/A	1:20	N/A	N/A	4:32
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:22
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	13:22
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	3:40	N/A	N/A	3:40	N/A	N/A	7:10
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial Structure Fire*

Fire: High Risk [ERF-21] Station 153

Station 153									
Fire: High Risk			2020 - 2024	2023	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:43	N/A	N/A	2:43	N/A	N/A	1:00
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
Turnout			0:53	N/A	N/A	0:53	N/A	N/A	1:30
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
Travel Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:42
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	4:50	N/A	N/A	4:50	N/A	N/A	4:32
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:22
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	13:22
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	8:20	N/A	N/A	8:20	N/A	N/A	7:10
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial Structure Fire*

Fire: High Risk [ERF-21] Station 154

Station 154									
Fire: High Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:11	2:02	2:40	2:40	1:13	2:23	1:00
			n= 21	n= 3	n= 5	n= 5	n= 6	n= 2	
Turnout			1:56	1:15	3:18	2:35	1:26	1:07	1:30
			n= 21	n= 3	n= 5	n= 5	n= 6	n= 2	
Travel Time	1st Due	Rural	3:50	3:33	N/A	N/A	3:50	3:50	5:42
			n= 5	n= 1	n= 0	n= 0	n= 2	n= 2	
		Urban	3:59	4:48	4:33	4:22	3:47	2:27	4:32
			n= 14	n= 2	n= 5	n= 2	n= 4	n= 1	
	ERF	Rural	9:20	N/A	N/A	N/A	9:20	N/A	13:22
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
		Urban	14:50	N/A	16:59	10:48	N/A	14:44	13:22
			n= 3	n= 0	n= 1	n= 1	n= 0	n= 1	
Total Response Time	1st Due	Rural	6:10	7:02	N/A	N/A	6:10	6:10	8:20
			n= 6	n= 2	n= 0	n= 0	n= 2	n= 2	
		Urban	6:48	7:02	9:36	7:22	5:47	4:17	7:10
			n= 14	n= 2	n= 5	n= 2	n= 4	n= 1	
	ERF	Rural	11:40	25:15	N/A	N/A	11:40	11:40	16:00
			n= 3	n= 1	n= 0	n= 0	n= 1	n= 1	
		Urban	16:30	N/A	21:01	12:38	N/A	16:23	16:00
			n= 3	n= 0	n= 1	n= 1	n= 0	n= 1	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial Structure Fire*

Fire: High Risk [ERF-21] Station 155

Station 155									
Fire: High Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:21	0:46	0:46	1:48	N/A	1:02	1:00
			n= 9	n= 1	n= 2	n= 5	n= 0	n= 1	
Turnout			1:50	1:36	1:43	1:41	N/A	1:28	1:30
			n= 9	n= 1	n= 2	n= 5	n= 0	n= 1	
Travel Time	1st Due	Rural	6:01	6:01	N/A	N/A	N/A	N/A	5:42
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	4:40	N/A	3:50	4:40	N/A	N/A	4:32
			n= 7	n= 0	n= 2	n= 5	n= 0	n= 0	
	ERF	Rural	17:11	17:11	N/A	N/A	N/A	N/A	13:22
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	11:20	N/A	9:00	11:20	N/A	3:50	13:22
			n= 3	n= 0	n= 1	n= 1	n= 0	n= 1	
Total Response Time	1st Due	Rural	8:23	8:23	N/A	N/A	N/A	N/A	8:20
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	7:00	N/A	5:40	7:00	N/A	6:10	7:10
			n= 8	n= 0	n= 2	n= 5	n= 0	n= 1	
	ERF	Rural	19:33	19:33	N/A	N/A	N/A	N/A	16:00
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	13:00	N/A	10:20	13:00	N/A	N/A	16:00
			n= 2	n= 0	n= 1	n= 1	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

**Commercial Structure Fire*

Appendix E: Hazardous Materials Data Tables

The following data tables detail the department's hazardous materials performance from 2018-2022 against adopted standards by risk level (low, moderate, and high) and three different planning levels;

- Low Risk ERF-3:
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)

    NOTE: Insufficient data for planning zone analysis
- Moderate Risk ERF-5:
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)

    NOTE: Insufficient data for planning zone analysis
- Moderate Risk ERF-8:
  - Jurisdiction (CRFD)

    NOTE: Insufficient data for station or planning zone analysis
- High Risk ERF-14:
  - Jurisdiction (CRFD)

    NOTE: Insufficient data for station or planning zone analysis

HAZMAT Low Risk ERF-3: CRFD

CRFD									
HAZMAT: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:51	1:32	2:15	1:36	2:15	1:39	1:00
			n= 474	n= 76	n= 111	n= 109	n= 77	n= 101	
Turnout			1:55	1:39	1:55	1:51	2:00	1:55	1:30
			n= 473	n= 76	n= 111	n= 109	n= 76	n= 101	
Travel Time	1st Due	Rural	9:06	4:33	11:50	9:40	13:20	3:50	5:50
			n= 62	n= 2	n= 15	n= 27	n= 17	n= 1	
		Urban	7:10	6:35	7:00	7:00	7:50	6:50	4:40
			n= 381	n= 76	n= 89	n= 81	n= 60	n= 75	
		Interstate	10:30	10:30	10:08	6:10	5:50	3:40	7:40
			n= 10	n= 2	n= 2	n= 4	n= 2	n= 1	
	ERF	Rural	6:50	4:33	N/A	N/A	N/A	N/A	8:50
			n= 16	n= 2	n= 0	n= 0	n= 0	n= 0	
		Urban	5:56	8:03	N/A	N/A	N/A	3:50	8:10
			n= 76	n= 75	n= 0	n= 0	n= 0	n= 1	
		Interstate	N/A	N/A	10:08		N/A	7:05	9:30
			n= 0	n= 0	n= 2	n= 4	n= 0	n= 1	
Total Response Time	1st Due	Rural	13:10	7:27	14:20	13:10	15:50	9:22	8:20
			n= 62	n= 2	n= 15	n= 27	n= 17	n= 1	
		Urban	10:10	10:24	10:00	9:30	11:00	9:50	7:10
			n= 386	n= 76	n= 94	n= 81	n= 59	n= 76	
		Interstate	14:20	14:20	13:51	9:30	9:20	6:10	10:10
			n= 10	n= 2	n= 2	n= 4	n= 1	n= 1	
	ERF	Rural	9:22	9:22	N/A	9:30	N/A	7:27	11:20
			n= 21	n= 16	n= 0	n= 4	n= 0	n= 1	
		Urban	10:45	10:45	N/A	N/A	N/A	N/A	10:40
			n= 75	n= 75	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	13:51	9:30	N/A	N/A	12:00
			n= 0	n= 0	n= 2	n= 4	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

**HAZMAT LP/Gas outside, environmental alarm, CO alarm asympotomatic, and fuel spill less than 25 gallons*

HAZMAT Low Risk ERF-3: Station 151

Station 151									
HAZMAT: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:07	1:17	3:45	1:53	2:09	1:55	1:00
			n= 113	n= 9	n= 22	n= 29	n= 27	n= 26	
Turnout			1:59	1:38	1:54	1:50	2:05	2:18	1:30
			n= 110	n= 9	n= 20	n= 29	n= 26	n= 26	
Travel Time	1st Due	Rural	12:10	N/A	14:20	12:10	13:20	9:50	5:50
			n= 20	n= 0	n= 5	n= 4	n= 3	n= 8	
		Urban	6:43	6:43	7:00	5:30	7:50	7:00	4:40
			n= 87	n= 8	n= 16	n= 23	n= 23	n= 17	
		Interstate	10:30	3:16	10:30	5:30	4:50	6:40	7:40
			n= 7	n= 1	n= 2	n= 2	n= 1	n= 1	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	8:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	15:12	N/A	18:00	14:30	15:50	12:30	8:20
			n= 20	n= 0	n= 5	n= 4	n= 3	n= 8	
		Urban	9:38	9:30	9:30	8:40	10:40	9:50	7:10
			n= 87	n= 8	n= 16	n= 23	n= 23	n= 17	
		Interstate	14:20	9:34	14:20	910	7:10	6:10	10:10
			n= 7	n= 1	n= 2	n= 2	n= 1	n= 1	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	10:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	12:00
			n= 0	n=	n=	n=	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

**HAZMAT LP/Gas outside, environmental alarm, CO alarm asympotomatic, and fuel spill less than 25 gallons*

HAZMAT Low Risk ERF-3: Station 152

Station 152									
HAZMAT: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:38	1:04	1:53	1:14	2:15	1:45	1:00
			n= 47	n= 12	n= 10	n= 8	n= 9	n= 8	
Turnout			1:51	1:12	1:47	2:17	1:32	2:29	1:30
			n= 47	n= 12	n= 10	n= 8	n= 9	n= 8	
Travel Time	1st Due	Rural	8:45	7:31	N/A	9:40	8:50	9:00	5:50
			n= 34	n= 1	n= 0	n= 15	n= 8	n= 10	
		Urban	7:03	7:25	8:00	3:50	11:20	4:40	4:40
			n= 26	n= 11	n= 6	n= 2	n= 4	n= 3	
		Interstate	5:00	N/A	N/A	N/A	5:00	N/A	7:40
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	8:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	10:54	9:39	N/A	11:50	11:20	10:50	8:20
			n= 35	n= 1	n= 0	n= 16	n= 8	n= 10	
		Urban	10:51	19:29	10:00	5:30	12:40	6:40	7:10
			n= 29	n= 11	n= 10	n= 2	n= 3	n= 3	
		Interstate	9:20	N/A	N/A	N/A	9:20	N/A	10:10
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	10:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	12:00
			n= 0	n=	n=	n=	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

**HAZMAT LP/Gas outside, environmental alarm, CO alarm asympotomatic, and fuel spill less than 25 gallons*

HAZMAT Low Risk ERF-3: Station 153

Station 153									
HAZMAT: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:06	1:15	2:58	1:25	3:25	1:30	1:00
			n= 87	n= 13	n= 18	n= 23	n= 15	n= 18	
Turnout			1:54	1:48	2:05	1:51	2:00	1:50	1:30
			n= 87	n= 13	n= 17	n= 25	n= 13	n= 19	
Travel Time	1st Due	Rural	12:20	6:40	N/A	12:20	10:30	10:30	5:50
			n= 11	n= 2	n= 0	n= 4	n= 2	n= 3	
		Urban	7:50	7:00	8:00	7:50	7:40	8:10	4:40
			n= 78	n= 13	n= 17	n= 21	n= 13	n= 14	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	7:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	8:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:30
			n= 0	n=	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	13:20	9:17	N/A	14:10	13:20	12:20	8:20
			n= 11	n= 2	n= 0	n= 4	n= 2	n= 3	
		Urban	10:40	9:41	10:20	10:10	12:30	11:30	7:10
			n= 78	n= 13	n= 18	n= 21	n= 13	n= 14	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	10:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	12:00
			n= 0	n=	n=	n=	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

**HAZMAT LP/Gas outside, environmental alarm, CO alarm asympotomatic, and fuel spill less than 25 gallons*

HAZMAT Low Risk ERF-3: Station 154

Station 154									
HAZMAT: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:53	2:04	1:58	1:42	1:56	1:47	1:00
			n= 163	n= 35	n= 49	n= 27	n= 17	n= 35	
Turnout			1:52	1:36	1:44	1:55	2:09	1:59	1:30
			n= 161	n= 35	n= 47	n= 27	n= 17	n= 35	
Travel Time	1st Due	Rural	6:13	5:26	11:50	4:10	5:20	4:20	5:50
			n= 28	n= 4	n= 8	n= 6	n= 4	n= 6	
		Urban	6:51	8:16	6:30	7:10	6:40	5:40	4:40
			n= 133	n= 30	n= 40	n= 20	n= 14	n= 29	
		Interstate	7:20	4:42	7:20	4:00	N/A	N/A	7:40
			n= 3	n= 1	n= 1	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	8:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:30
			n= 0	n=	n=	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	8:57	8:15	14:20	7:00	7:40	7:30	8:20
			n= 33	n= 4	n= 8	n= 7	n= 4	n= 6	
		Urban	9:49	9:36	9:30	11:00	10:40	8:20	7:10
			n= 133	n= 30	n= 40	n= 20	n= 14	n= 29	
		Interstate	10:20	7:39	10:20	6:00	N/A	N/A	10:10
			n= 3	n= 1	n= 1	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	10:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	12:00
			n= 0	n=	n=	n=	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

**HAZMAT LP/Gas outside, environmental alarm, CO alarm asympotomatic, and fuel spill less than 25 gallons*

HAZMAT Low Risk ERF-3: Station 155

Station 155									
HAZMAT: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:02	2:27	1:33	1:33	3:04	1:34	1:00
			n= 74	n= 17	n= 12	n= 22	n= 9	n= 14	
Turnout			1:52	2:05	1:52	1:33	2:05	1:49	1:30
			n= 74	n= 17	n= 12	n= 22	n= 9	n= 14	
Travel Time	1st Due	Rural	7:29	5:26	7:40	6:00	12:20	6:00	5:50
			n= 17	n= 4	n= 2	n= 6	n= 3	n= 2	
		Urban	7:03	9:49	6:40	5:30	8:30	4:50	4:40
			n= 56	n= 13	n= 10	n= 15	n= 6	n= 12	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	7:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	8:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	0:00	N/A	N/A	9:30
			n= 0	n=	n=	n=	n= 0	n= 0	
Total Response Time	1st Due	Rural	10:05	8:15	9:50	8:50	16:10	7:20	8:20
			n= 17	n= 4	n= 2	n= 6	n= 3	n= 2	
		Urban	9:59	12:39	8:40	8:10	12:30	8:00	7:10
			n= 56	n= 13	n= 10	n= 15	n= 6	n= 12	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	11:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	10:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	12:00
			n= 0	n=	n=	n=	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

**HAZMAT LP/Gas outside, environmental alarm, CO alarm asympotomatic, and fuel spill less than 25 gallons*

HAZMAT Moderate Risk ERF-5: CRFD

CRFD									
HAZMAT: Moderate Risk [ERF-5]			2022 - 2027 Benchmark	2020 - 2024	2024	2023	2022	2021	2020
Call Processing		Rural	1:00	1:58	1:37	0:54	2:08	N/A	0:55
		Urban		3:03	1:46	1:29	3:13	2:48	1:42
		Interstate		N/A	N/A	N/A	N/A	N/A	N/A
Turnout		Rural	1:30	1:57	1:29	1:42	2:04	N/A	1:21
		Urban		1:53	1:55	1:45	1:24	1:50	1:38
		Interstate		0:48	N/A	N/A	0:48	N/A	N/A
Travel Time	1st Due	Rural	5:50	9:30	5:57	3:03	8:20	N/A	10:00
		Urban	4:40	5:53	5:29	5:23	4:29	6:10	5:10
		Interstate	6:40	4:40	N/A	N/A	4:40	N/A	N/A
	ERF	Rural	10:30	11:21	11:52	3:23	8:20	N/A	10:10
		Urban	9:10	8:49	8:24	9:06	7:02	7:30	5:40
		Interstate	13:30	4:50	N/A	N/A	4:50	N/A	N/A
Total Response Time	1st Due	Rural	8:20	11:39	9:03	5:39	10:50	N/A	12:00
				n= 8	n= 1	n= 1	n= 3	n= 0	n= 3
		Urban	7:10	9:04	8:30	8:24	8:40	9:20	7:20
				n= 46	n= 15	n= 12	n= 4	n= 7	n= 8
		Interstate	9:10	5:30	N/A	N/A	5:30	N/A	N/A
				n= 1	n= 0	n= 0	n= 1	n= 0	n= 0
	ERF	Rural	13:00	14:07	14:58	5:42	10:30	N/A	12:10
				n= 7	n= 2	n= 1	n= 2	n= 0	n= 2
		Urban	11:40	11:21	11:01	11:35	9:35	8:10	8:10
				n= 39	n= 15	n= 10	n= 4	n= 5	n= 5
		Interstate	16:00	5:40	N/A	N/A	5:40	N/A	N/A
				n= 1	n= 0	n= 0	n= 1	n= 0	n= 0
If the incident count (n=) is less than 10, a maximum time is reported									

HAZMAT Moderate Risk ERF-5: Station 151

Station 151									
HAZMAT: Moderate Risk [ERF-5]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:52	1:52	0:54	0:46	1:07	1:10	1:00
			n= 10	n= 2	n= 1	n= 3	n= 1	n= 3	
Turnout			1:40	1:49	1:42	1:40	1:25	1:30	1:30
			n= 10	n= 2	n= 1	n= 3	n= 1	n= 3	
Travel Time	1st Due	Rural	3:10	N/A	3:10	N/A	N/A	N/A	5:50
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	6:10	3:44	N/A	6:10	5:10	5:10	4:40
			n= 9	n= 2	n= 0	n= 3	n= 1	n= 3	
		Interstate	4:40	N/A	N/A	4:40	N/A	N/A	6:40
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
	ERF	Rural	3:30	N/A	3:30	N/A	N/A	N/A	10:30
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	7:30	4:44	N/A	6:30	7:30	5:40	9:10
			n= 9	n= 2	n= 0	n= 3	n= 1	n= 3	
		Interstate	4:50	N/A	N/A	4:50	N/A	N/A	13:30
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
Total Response Time	1st Due	Rural	5:40	N/A	5:40	N/A	N/A	N/A	8:20
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	8:10	6:47	N/A	8:10	7:50	7:20	7:10
			n= 9	n= 2	n= 0	n= 3	n= 1	n= 3	
		Interstate	5:30	N/A	N/A	5:30	N/A	N/A	9:10
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
	ERF	Rural	5:50	N/A	5:50	N/A	N/A	N/A	13:00
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	9:30	7:47	N/A	8:30	9:30	8:10	11:40
			n= 9	n= 2	n= 0	n= 3	n= 1	n= 3	
		Interstate	5:40	N/A	N/A	N/A	N/A	N/A	16:00
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

HAZMAT Moderate Risk ERF-5: Station 152

Station 152									
HAZMAT: Moderate Risk [ERF-5]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:29	1:25	1:29	1:08	N/A	0:55	1:00
			n= 9	n= 4	n= 2	n= 1	n= 0	n= 2	
Turnout			2:04	1:43	1:44	2:04	N/A	1:21	1:30
			n= 9	n= 4	n= 2	n= 1	n= 0	n= 2	
Travel Time	1st Due	Rural	10:00	N/A	N/A	4:00	N/A	10:00	5:50
			n= 3	n= 0	n= 0	n= 1	n= 0	n= 2	
		Urban	7:10	6:12	7:10	N/A	N/A	N/A	4:40
			n= 6	n= 4	n= 2	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	10:10	N/A	N/A	6:30	N/A	10:10	10:30
			n= 2	n= 0	n= 0	n= 1	n= 0	n= 1	
		Urban	8:20	8:51	8:20	N/A	N/A	N/A	9:10
			n= 5	n= 4	n= 1	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	12:00	N/A	N/A	7:10	N/A	12:00	8:20
			n= 3	n= 0	n= 0	n= 1	n= 0	n= 2	
		Urban	10:10	8:35	10:10	N/A	N/A	N/A	7:10
			n= 6	n= 4	n= 2	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	12:10	N/A	N/A	8:50	N/A	12:10	13:00
			n= 2	n= 0	n= 0	n= 1	n= 0	n= 1	
		Urban	11:20	11:12	11:20	N/A	N/A	N/A	11:40
			n= 6	n= 4	n= 2	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

HAZMAT Moderate Risk ERF-5: Station 153

Station 153									
HAZMAT: Moderate Risk [ERF-5]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:20	1:16	0:42	0:56	1:29	1:20	1:00
			n= 13	n= 5	n= 3	n= 1	n= 2	n= 2	
Turnout			1:44	1:58	1:46	1:35	1:39	1:28	1:30
			n= 13	n= 5	n= 3	n= 1	n= 2	n= 2	
Travel Time	1st Due	Rural	5:40	N/A	N/A	N/A	N/A	5:40	5:50
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Urban	6:10	4:24	4:40	4:30	6:10	3:50	4:40
			n= 11	n= 2	n= 3	n= 1	n= 2	n= 3	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	9:40	N/A	N/A	N/A	N/A	9:40	10:30
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Urban	7:00	4:43	4:40	N/A	7:00	5:40	9:10
			n= 7	n= 2	n= 3	n= 0	n= 1	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	7:10	N/A	N/A	N/A	N/A	7:10	8:20
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Urban	9:20	7:39	6:40	7:00	9:20	6:50	7:10
			n= 9	n= 2	n= 3	n= 1	n= 2	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	11:10	N/A	N/A	N/A	N/A	11:10	13:00
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 1	
		Urban	10:00	7:39	6:40	N/A	10:00	8:00	11:40
			n= 7	n= 2	n= 3	n= 0	n= 1	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

HAZMAT Moderate Risk ERF-5: Station 154

Station 154									
HAZMAT: Moderate Risk [ERF-5]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:19	1:41	1:32	4:16	2:28	1:42	1:00
			n= 23	n= 6	n= 5	n= 7	n= 4	n= 1	
Turnout			1:30	1:44	1:45	1:59	1:50	0:16	1:30
			n= 23	n= 6	n= 5	n= 7	n= 4	n= 1	
Travel Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	5:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	5:39	5:25	5:20	8:40	3:50	5:00	4:40
			n= 23	n= 6	n= 5	n= 7	n= 4	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	10:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	7:45	6:48	11:40	11:00	3:50	5:30	9:10
			n= 20	n= 6	n= 5	n= 5	n= 3	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	8:32	8:23	8:40	11:00	7:40	7:00	7:10
			n= 23	n= 6	n= 5	n= 7	n= 4	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	10:37	9:49	14:00	14:20	7:30	7:30	11:40
			n= 20	n= 6	n= 5	n= 5	n= 3	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

HAZMAT Moderate Risk ERF-5: Station 155

Station 155									
HAZMAT: Moderate Risk [ERF-5]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:43	1:37	0:55	1:43	N/A	N/A	1:00
			n= 5	n= 1	n= 1	n= 3	n= 0	n= 0	
Turnout			1:31	1:29	0:22	1:31	N/A	N/A	1:30
			n= 5	n= 1	n= 1	n= 3	n= 0	n= 0	
Travel Time	1st Due	Rural	8:20	N/A	N/A	8:20	N/A	N/A	5:50
			n= 2	n= 0	n= 0	n= 2	n= 0	n= 0	
		Urban	5:57	5:57	3:30	3:20	N/A	N/A	4:40
			n= 3	n= 1	n= 1	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	8:20	N/A	N/A	8:20	N/A	N/A	10:30
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Urban	11:52	11:52	N/A	5:40	N/A	N/A	9:10
			n= 2	n= 1	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	13:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	10:50	N/A	N/A	10:50	N/A	N/A	8:20
			n= 2	n= 0	n= 0	n= 2	n= 0	n= 0	
		Urban	9:03	9:03	4:50	5:00	N/A	N/A	7:10
			n= 3	n= 1	n= 1	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	10:30	N/A	N/A	10:30	N/A	N/A	13:00
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Urban	14:58	14:58	N/A	7:30	N/A	N/A	11:40
			n= 2	n= 1	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

HAZMAT Moderate Risk ERF-8: CRFD

CRFD									
HAZMAT: Moderate Risk [ERF-8]			2022 - 2027 Benchmark	2020 - 2024	2024	2023	2022	2021	2020
Call Processing		Rural	1:00	1:41	1:30	1:08	1:08	1:47	1:53
		Urban		1:38	1:02	1:38	1:38	1:37	2:03
		Interstate		3:02	N/A	N/A	N/A	3:02	0:17
Turnout		Rural	1:30	1:51	2:07	2:04	2:04	1:51	1:44
		Urban		1:57	1:25	1:59	1:59	2:11	1:53
		Interstate		1:25	N/A	0:48	0:48	2:06	1:26
Travel Time	1st Due	Rural	5:50	7:40	6:20	8:00	8:00	7:00	8:40
		Urban	4:40	6:10	4:13	5:50	5:50	6:10	6:10
		Interstate	6:40	4:40	N/A	4:40	4:40	4:30	N/A
	ERF	Rural	10:30	13:20	13:10	21:30	21:30	13:30	17:50
		Urban	9:10	11:30	N/A	11:30	11:30	10:40	12:20
		Interstate	13:30	N/A	N/A	N/A	N/A	N/A	N/A
Total Response Time	1st Due	Rural	8:20	10:20	8:20	11:00	11:00	10:00	11:10
				n = 152	n = 29	n = 33	n= 33	n= 34	n = 27
		Urban	7:10	8:40	6:40	8:20	8:20	8:30	9:00
				n = 500	n = 108	n = 116	n= 116	n= 78	n = 95
		Interstate	9:10	17:20	N/A	5:30	5:30	9:40	17:20
				n = 3	n = 0	n = 1	n= 1	n= 1	n = 1
	ERF	Rural	13:00	15:10	14:10	23:50	23:50	15:20	19:30
				n = 99	n = 22	n = 13	n= 13	n= 26	n = 17
		Urban	11:40	13:20	14:00	13:10	13:10	12:30	13:40
				n = 287	n = 71	n = 45	n= 45	n= 50	n = 55
		Interstate	16:00	N/A	N/A	N/A	N/A	N/A	N/A
				n = 0	n = 0	n = 0	n= 0	n= 0	n = 0
If the incident count (n=) is less than 10, a maximum time is reported									

HAZMAT High Risk ERF-14: CRFD

CRFD									
HAZMAT: High Risk [ERF-14]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:31	1:39	1:15	4:57	2:14	N/A	1:00
			n= 15	n= 4	n= 2	n= 5	n= 4	n= 0	
Turnout			1:37	1:57	1:30	1:38	1:26	N/A	1:30
			n= 15	n= 4	n= 2	n= 5	n= 4	n= 0	
Travel Time	1st Due	Rural	13:30	N/A	N/A	6:00	13:30	N/A	5:50
			n= 4	n= 0	n= 0	n= 3	n= 1	n= 0	
		Urban	6:46	11:26	5:30	5:30	4:40	N/A	4:40
			n= 11	n= 4	n= 2	n= 2	n= 3	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	6:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	26:10	N/A	N/A	26:10	N/A	N/A	13:30
			n= 2	n= 0	n= 0	n= 2	n= 0	n= 0	
		Urban	11:10	N/A	N/A	11:10	N/A	N/A	
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	16:00	N/A	N/A	9:30	16:00	N/A	8:20
			n= 4	n= 0	n= 0	n= 3	n= 1	n= 0	
		Urban	9:12	14:21	6:50	8:40	7:00	N/A	7:10
			n= 11	n= 4	n= 2	n= 2	n= 3	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	9:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	28:40	N/A	N/A	28:40	N/A	N/A	16:00
			n= 2	n= 0	n= 0	n= 2	n= 0	n= 0	
		Urban	13:40	N/A	N/A	13:40	N/A	N/A	
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
2022 High Risk HAZMAT added a Second Medic unit to the ERF									
If the incident count (n=) is less than 10, a maximum time is reported									

Appendix F: Wildland Fire Suppression Data Tables

The following data tables detail the department's wildland fire suppression performance from 2017– 2021 against adopted standards by risk level (low, moderate, and high) and three different planning levels;

- Low Risk ERF-3:
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)

    NOTE: Insufficient data for planning zone analysis
- Moderate Risk ERF-9:
  - Jurisdiction (CRFD)
  - Station (151, 152, 153, 154, 155)

    NOTE: Insufficient data for planning zone analysis
- High Risk ERF-19:
  - Jurisdiction (CRFD)

    NOTE: Insufficient data for station or planning zone analysis
- Special Risk ERF-22:
  - Three were no Wildland Special Risk incidents during the evaluation period

Wildland Low Risk ERF-3: CRFD

CRFD									
Wildland: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:46	2:25	2:32	2:33	2:19	4:02	1:00
			n= 229	n= 56	n= 48	n= 63	n= 36	n= 26	
Turnout			1:52	1:54	1:35	1:53	2:09	1:53	1:30
			n= 229	n= 56	n= 48	n= 63	n= 36	n= 26	
Travel Time	1st Due	Rural	10:22	7:10	11:30	10:20	11:10	11:40	5:50
			n= 36	n= 6	n= 6	n= 12	n= 6	n= 6	
		Urban	6:28	7:03	6:40	5:50	6:20	6:30	4:40
			n= 189	n= 50	n= 39	n= 49	n= 30	n= 21	
		Interstate	6:40	6:40	6:40	5:00	6:20	6:30	7:40
			n= 8	n= 3	n= 3	n= 4	n= 1	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	12:59	9:47	14:20	14:20	14:00	12:30	8:20
			n= 36	n= 6	n= 8	n= 12	n= 6	n= 6	
		Urban	9:42	10:03	9:20	8:50	9:10	11:10	7:10
			n= 189	n= 50	n= 39	n= 49	n= 30	n= 21	
		Interstate	13:10	9:50	9:50	13:10	6:40	N/A	10:10
			n= 8	n= 3	n= 3	n= 4	n= 1	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Wildland Low Risk ERF-3: Station 151

Station 151									
Wildland: Low Risk			2020-2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:55	3:08	2:52	3:33	1:56	4:40	1:00
			n= 77	n= 20	n= 15	n= 23	n= 11	n= 8	
Turnout			1:53	2:01	1:28	1:50	2:13	2:19	1:30
			n= 77	n= 20	n= 15	n= 22	n= 11	n= 8	
Travel Time	1st Due	Rural	5:30	3:11	8:10	6:00	6:30	3:40	5:50
			n= 11	n= 2	n= 2	n= 3	n= 2	n= 2	
		Urban	7:15	6:09	7:40	6:20	6:40	9:30	4:40
			n= 64	n= 18	n= 13	n= 18	n= 8	n= 7	
		Interstate	6:10	N/A	6:10	5:30	2:50	N/A	7:40
			n= 4	n= 0	n= 1	n= 2	n= 1	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	7:48	5:14	9:50	8:30	8:50	6:40	8:20
			n= 11	n= 2	n= 3	n= 3	n= 2	n= 2	
		Urban	10:50	8:40	10:40	9:30	9:00	16:20	7:10
			n= 64	n= 18	n= 13	n= 18	n= 8	n= 7	
		Interstate	9:50	N/A	9:50	8:20	6:40	N/A	10:10
			n= 4	n= 0	n= 1	n= 2	n= 1	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Wildland Low Risk ERF-3: Station 152

Station 152									
Wildland: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:15	2:25	0:51	3:46	2:10	2:06	1:00
			n= 15	n= 4	n= 3	n= 5	n= 2	n= 1	
Turnout			2:00	1:56	1:29	3:23	1:24	1:48	1:30
			n= 16	n= 4	n= 3	n= 6	n= 2	n= 1	
Travel Time	1st Due	Rural	11:40	4:20	N/A	11:40	N/A	5:00	5:50
			n= 5	n= 1	n= 0	n= 3	n= 0	n= 1	
		Urban	4:40	3:42	3:40	3:20	4:40	N/A	4:40
			n= 9	n= 3	n= 3	n= 1	n= 2	n= 0	
		Interstate	3:50	N/A	N/A	3:50	N/A	N/A	7:40
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	14:40	7:30	N/A	14:40	N/A	8:50	8:20
			n= 6	n= 1	n= 0	n= 4	n= 0	n= 1	
		Urban	8:20	7:37	6:00	6:10	8:20	N/A	7:10
			n= 9	n= 3	n= 3	n= 2	n= 1	n= 0	
		Interstate	4:00	N/A	N/A	4:00	N/A	N/A	10:10
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Wildland Low Risk ERF-3: Station 153

Station 153									
Wildland: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:25	2:05	2:32	1:32	2:25	2:33	1:00
			n= 35	n= 9	n= 7	n= 5	n= 8	n= 6	
Turnout			1:53	1:30	1:55	1:03	2:05	1:37	1:30
			n= 35	n= 9	n= 7	n= 5	n= 8	n= 6	
Travel Time	1st Due	Rural	11:40	N/A	11:30	N/A	11:10	11:40	5:50
			n= 3	n= 0	n= 1	n= 0	n= 2	n= 1	
		Urban	6:08	6:32	6:30	5:10	6:30	6:00	4:40
			n= 32	n= 9	n= 7	n= 5	n= 6	n= 5	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	7:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	14:00	N/A	14:20	N/A	14:00	12:30	8:20
			n= 3	n= 0	n= 1	n= 0	n= 2	n= 1	
		Urban	9:21	9:08	10:00	8:00	10:00	9:40	7:10
			n= 32	n= 9	n= 7	n= 5	n= 6	n= 5	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Wildland Low Risk ERF-3: Station 154

Station 154									
Wildland: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:31	2:04	3:00	1:33	1:39	4:23	1:00
			n= 67	n= 16	n= 12	n= 20	n= 11	n= 8	
Turnout			1:42	1:33	1:18	1:41	2:09	1:53	1:30
			n= 67	n= 16	n= 12	n= 20	n= 11	n= 8	
Travel Time	1st Due	Rural	5:40	2:03	5:40	4:50	3:50	3:50	5:50
			n= 9	n= 1	n= 1	n= 4	n= 2	n= 1	
		Urban	7:07	7:25	7:00	5:10	5:30	10:30	4:40
			n= 58	n= 16	n= 9	n= 16	n= 10	n= 7	
		Interstate	5:30	N/A	5:30	4:40	N/A	N/A	7:40
			n= 2	n= 0	n= 1	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	0 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	8:10	4:58	8:10	7:40	6:20	7:40	8:20
			n= 9	n= 1	n= 1	n= 4	n= 2	n= 1	
		Urban	9:52	9:42	9:40	8:40	8:40	12:40	7:10
			n= 55	n= 16	n= 9	n= 13	n= 10	n= 7	
		Interstate	13:10	N/A	8:30	13:10	N/A	N/A	10:10
			n= 3	n= 0	n= 2	n= 1	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Wildland Low Risk ERF-3: Station 155

Station 155									
Wildland: Low Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:58	1:28	2:03	1:59	3:09	1:15	1:00
			n= 34	n= 6	n= 11	n= 10	n= 4	n= 3	
Turnout			2:02	1:22	2:30	2:02	2:06	2:12	1:30
			n= 34	n= 6	n= 11	n= 10	n= 4	n= 3	
Travel Time	1st Due	Rural	10:20	8:27	4:30	10:20	N/A	6:50	5:50
			n= 6	n= 2	n= 2	n= 1	n= 0	n= 1	
		Urban	6:46	9:00	4:50	8:30	6:20	5:10	4:40
			n= 26	n= 4	n= 7	n= 9	n= 4	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	7:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	14:20	10:17	8:50	14:20	N/A	10:10	8:20
			n= 7	n= 2	n= 3	n= 1	n= 0	n= 1	
		Urban	9:20	11:23	6:40	11:30	9:50	7:20	7:10
			n= 26	n= 4	n= 7	n= 9	n= 4	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	

Wildland Moderate Risk ERF-9: CRFD

CRFD									
Wildland: Moderate Risk [ERF-9]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:38	1:31	2:49	2:47	2:05	4:00	1:00
			n= 89	n= 28	n= 8	n= 24	n= 13	n= 16	
Turnout			2:47	3:39	2:34	2:51	2:21	2:33	1:30
			n= 89	n= 28	n= 9	n= 24	n= 13	n= 16	
Travel Time	1st Due	Rural	6:58	6:50	5:20	10:50	4:20	7:30	5:50
			n= 23	n= 6	n= 2	n= 7	n= 4	n= 4	
		Urban	6:02	6:50	5:10	5:40	6:30	6:00	4:40
			n= 75	n= 28	n= 7	n= 20	n= 6	n= 14	
		Interstate	5:20	4:08	N/A	N/A	5:20	N/A	7:40
			n= 4	n= 1	n= 0	n= 0	n= 3	n= 0	
	ERF	Rural	9:30	8:36	N/A	9:30	8:50	N/A	13:30
			n= 5	n= 2	n= 0	n= 1	n= 2	n= 0	
		Urban	11:01	9:57	8:00	13:00	9:30	14:40	
			n= 18	n= 4	n= 1	n= 6	n= 2	n= 5	
		Interstate	7:20	N/A	N/A	N/A	7:20	N/A	
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
Total Response Time	1st Due	Rural	9:12	11:31	8:30	8:50	7:30	9:40	8:20
			n= 23	n= 6	n= 2	n= 6	n= 4	n= 4	
		Urban	9:53	10:55	12:40	9:30	7:50	8:30	7:10
			n= 75	n= 28	n= 7	n= 20	n= 6	n= 14	
		Interstate	9:10	7:34	N/A	N/A	9:10	N/A	10:10
			n= 4	n= 1	n= 0	n= 0	n= 3	n= 0	
	ERF	Rural	10:50	10:50	N/A	11:40	10:10	N/A	16:00
			n= 5	n= 2	n= 0	n= 1	n= 2	n= 0	
		Urban	13:28	12:12	10:10	17:50	10:40	16:30	
			n= 14	n= 4	n= 1	n= 6	n= 2	n= 5	
		Interstate	9:30	N/A	N/A	N/A	9:30	N/A	
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

Wildland Moderate Risk ERF-9: Station 151

Station 151									
Wildland: Moderate Risk [ERF-9]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:47	1:13	2:26	3:18	2:46	4:13	1:00
			n= 30	n= 4	n= 4	n= 8	n= 8	n= 6	
Turnout			2:34	2:28	2:13	3:05	2:34	2:33	1:30
			n= 29	n= 4	n= 4	n= 8	n= 8	n= 5	
Travel Time	1st Due	Rural	10:50	N/A	4:20	10:50	4:00	N/A	5:50
			n= 8	n= 0	n= 1	n= 4	n= 3	n= 0	
		Urban	4:20	3:53	3:50	6:50	3:30	3:30	4:40
			n= 19	n= 2	n= 3	n= 5	n= 3	n= 6	
		Interstate	5:20	4:08	N/A	N/A	5:20	N/A	7:40
			n= 3	n= 1	n= 0	n= 0	n= 2	n= 0	
	ERF	Rural	9:30	N/A	N/A	9:30	8:50	N/A	13:30
			n= 3	n= 0	n= 0	n= 1	n= 2	n= 0	
		Urban	14:40	8:00	8:00	13:00	9:30	14:40	
			n= 9	n= 1	n= 1	n= 1	n= 2	n= 4	
		Interstate	7:10	N/A	N/A	N/A	7:10	N/A	
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
Total Response Time	1st Due	Rural	8:50	N/A	8:30	8:50	7:30	N/A	8:20
			n= 7	n= 0	n= 1	n= 3	n= 3	n= 0	
		Urban	7:19	6:49	7:00	10:00	6:10	6:40	7:10
			n= 19	n= 2	n= 3	n= 5	n= 3	n= 6	
		Interstate	9:50	7:34	N/A	N/A	9:10	N/A	10:10
			n= 4	n= 1	n= 0	n= 0	n= 2	n= 0	
	ERF	Rural	11:40	N/A	N/A	11:40	10:10	N/A	16:00
			n= 3	n= 0	n= 0	n= 1	n= 2	n= 0	
		Urban	17:50	N/A	10:10	17:50	10:40	16:30	
			n= 9	n= 0	n= 1	n= 1	n= 2	n= 5	
		Interstate	9:30	N/A	N/A	N/A	9:30	N/A	
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

Wildland Moderate Risk ERF-9: Station 152

Station 152									
Wildland: Moderate Risk [ERF-9]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:14	1:30	N/A	1:27	N/A	1:38	1:00
			n= 10	n= 7	n= 0	n= 1	n= 0	n= 2	
Turnout			3:06	3:13	2:25	2:23	N/A	2:34	1:30
			n= 12	n= 7	n= 1	n= 1	n= 0	n= 3	
Travel Time	1st Due	Rural	6:36	6:36	N/A	2:40	N/A	5:50	5:50
			n= 6	n= 3	n= 0	n= 1	n= 0	n= 2	
		Urban	4:28	4:28	4:10	N/A	N/A	1:40	4:40
			n= 5	n= 4	n= 1	n= 0	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	7:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	7:04	7:04	N/A	N/A	N/A	N/A	13:30
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	10:25	10:25	N/A	6:30	N/A	9:40	8:20
			n= 5	n= 3	n= 0	n= 1	n= 0	n= 2	
		Urban	8:15	8:15	N/A	N/A	N/A	2:00	7:10
			n= 5	n= 4	n= 0	n= 0	n= 0	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	14:00	12:05	N/A	N/A	N/A	N/A	16:00
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

Wildland Moderate Risk ERF-9: Station 153

Station 153									
Wildland: Moderate Risk [ERF-9]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:50	1:00	1:25	3:57	1:26	1:23	1:00
			n= 16	n= 5	n= 2	n= 4	n= 3	n= 2	
Turnout			1:59	1:25	1:42	3:03	1:43	2:06	1:30
			n= 13	n= 5	n= 2	n= 3	n= 1	n= 2	
Travel Time	1st Due	Rural	7:30	5:18	5:20	N/A	N/A	7:30	5:50
			n= 3	n= 1	n= 1	n= 0	n= 0	n= 1	
		Urban	4:34	5:03	5:10	5:40	3:10	3:50	4:40
			n= 13	n= 4	n= 1	n= 4	n= 1	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	7:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	10:30	N/A	N/A	10:30	N/A	N/A	
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	9:40	7:58	8:00	N/A	N/A	9:40	8:20
			n= 3	n= 1	n= 1	n= 0	n= 0	n= 1	
		Urban	7:58	8:44	8:20	9:30	6:10	7:10	7:10
			n= 13	n= 4	n= 1	n= 4	n= 1	n= 1	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	14:20	N/A	N/A	14:20	N/A	N/A	
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

Wildland Moderate Risk ERF-9: Station 154

Station 154									
Wildland: Moderate Risk [ERF-9]			2020 - 2024	2024	2022	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:45	1:25	2:01	1:50	1:16	2:15	1:00
			n= 15	n= 4	n= 2	n= 6	n= 2	n= 4	
Turnout			2:40	3:32	2:34	2:39	2:13	2:22	1:30
			n= 14	n= 4	n= 2	n= 6	n= 2	n= 3	
Travel Time	1st Due	Rural	5:49	5:49	N/A	N/A	4:20	N/A	5:50
			n= 1	n= 1	n= 0	n= 0	n= 1	n= 0	
		Urban	5:44	5:16	4:50	6:30	N/A	6:20	4:40
			n= 13	n= 4	n= 2	n= 6	n= 0	n= 4	
		Interstate	2:50	N/A	N/A	N/A	2:50	N/A	7:40
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
	ERF	Rural	8:47	8:47	N/A	N/A	N/A	N/A	13:30
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	10:15	10:15	N/A	6:00	N/A	N/A	
			n= 3	n= 2	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	6:50	10:08	N/A	N/A	6:50	N/A	8:20
			n= 1	n= 1	n= 0	n= 0	n= 1	n= 0	
		Urban	8:57	9:40	8:20	9:20	N/A	8:30	7:10
			n= 13	n= 4	n= 2	n= 6	n= 0	n= 4	
		Interstate	5:40	N/A	N/A	N/A	5:40	N/A	10:10
			n= 1	n= 0	n= 0	n= 0	n= 1	n= 0	
	ERF	Rural	10:53	10:53	N/A	N/A	N/A	N/A	16:00
			n= 1	n= 1	n= 0	n= 0	n= 0	n= 0	
		Urban	12:29	12:29	N/A	8:20	N/A	N/A	
			n= 3	n= 2	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

Wildland Moderate Risk ERF-9: Station 155

Station 155									
Wildland: Moderate Risk [ERF-9]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:09	1:40	N/A	2:47	2:05	2:04	1:00
			n= 14	n= 4	n= 0	n= 5	n= 2	n= 3	
Turnout			2:03	2:47	N/A	2:21	0:45	2:21	1:30
			n= 14	n= 4	n= 0	n= 5	n= 2	n= 3	
Travel Time	1st Due	Rural	5:47	5:47	N/A	2:50	N/A	3:50	5:50
			n= 5	n= 2	n= 0	n= 2	n= 0	n= 1	
		Urban	6:30	1:12	N/A	5:10	6:30	5:40	4:40
			n= 8	n= 2	n= 0	n= 2	n= 2	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	7:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	8:00	N/A	N/A	N/A	N/A	N/A	13:30
			n= 1	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	10:50	N/A	N/A	10:50	N/A	N/A	
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	8:51	8:51	N/A	6:20	N/A	6:00	8:20
			n= 5	n= 2	n= 0	n= 2	n= 0	n= 1	
		Urban	12:52	12:51	N/A	7:50	7:50	9:20	7:10
			n= 8	n= 2	n= 0	n= 2	n= 2	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	14:00	N/A	N/A	14:00	N/A	N/A	
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

Wildland High Risk ERF-19: CRFD

CRFD									
Wildland: High Risk			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:19	0:59	0:44	1:25	1:23	2:05	1:00
			n= 17	n= 2	n= 1	n= 4	n= 5	n= 8	
Turnout			2:24	2:32	2:11	2:55	2:25	2:00	1:30
			n= 17	n= 2	n= 1	n= 4	n= 5	n= 8	
Travel Time	1st Due	Rural	7:51	5:47	N/A	11:10	6:40	7:50	5:50
			n= 9	n= 1	n= 0	n= 3	n= 3	n= 2	
		Urban	4:01	5:27	2:40	3:30	2:30	6:00	4:40
			n= 13	n= 2	n= 1	n= 2	n= 2	n= 6	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	7:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	13:30
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	13:50	9:18	N/A	13:50	8:40	10:00	8:20
			n= 10	n= 1	n= 0	n= 3	n= 3	n= 2	
		Urban	7:08	8:51	5:40	7:20	5:50	8:00	7:10
			n= 13	n= 2	n= 1	n= 2	n= 2	n= 6	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	10:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	16:00
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If Incident count (n=) is less than 10, a maximum time is reported									

Appendix G: Technical Rescue Data Tables

The following data tables detail the department's technical rescue performance from 2019– 2023 against adopted standards by risk level (low, moderate, and high) and three different planning levels;

- Tech Rescue: Low Risk ERF-6: Entrapment
  - Jurisdiction (CRFD)

    NOTE: Insufficient data for planning zone analysis
- Tech Rescue: Moderate Risk ERF-7: Dive 2 / Recovery
  - Jurisdiction (CRFD)

    NOTE: Insufficient data for planning zone analysis
- Tech Rescue: Moderate Risk ERF-9: Hi/Lo Angle Rescue
  - Jurisdiction (CRFD)

    NOTE: Insufficient data for planning zone analysis
- Tech Rescue: Moderate Risk ERF-15: Extrication
  - Jurisdiction (CRFD)

    NOTE: Insufficient data for planning zone analysis
- Tech Rescue: High Risk ERF-18: Ice Rescue (Human Victim), Dive 3 / Drowning

  There were no High-Risk ERF-18 incidents during the evaluation period that received an effective response force.
- Tech Rescue: High Risk ERF-21: Confined Space

  There were no High-Risk ERF-21, Confined Space incidents during the evaluation period that received an effective response force.
- Tech Rescue: High Risk ERF-21: Trench Rescue

  There were no High-Risk ERF-21, Trench Rescue incidents during the evaluation period that received an effective response force.
- Tech Rescue: High Risk ERF-24: Building Collapse

  There were no High-Risk ERF-24, Building Collapse incidents during the evaluation period that received an effective response force.

Technical Rescue: Low Risk ERF-6

CRFD									
Tech Rescue: Low Risk (emergent)			2022 - 2027 Benchmark	2020 - 2024	2024	2023	2022	2021	2020
Call Processing		Rural	1:00	2:50	N/A	00:58	00:56	2:50	N/A
		Urban		3:03	1:04	1:45	1:41	3:55	1:15
Turnout		Rural	1:30	1:21	N/A	1:11	1:09	1:07	N/A
		Urban		1:37	1:19	1:33	1:41	1:17	1:26
Travel Time	1st Due	Rural	5:50	5:30	N/A	5:30	5:20	5:00	N/A
				n= 5	n= 0	n= 2	n= 2	n= 1	n= 0
		Urban	4:40	6:32	5:27	6:40	6:20	4:10	5:10
				n= 17	n= 3	n= 3	n= 3	n= 4	n= 4
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
				n= 0	n= 0	n= 0	n= 0	n= 0	n= 0
	ERF	Rural	6:20	7:10	N/A	6:10	7:10	N/A	N/A
				n= 2	n= 0	n= 1	n= 1	n= 0	n= 0
		Urban		8:54	8:58	7:20	4:10	8:50	3:30
				n= 8	n= 2	n= 1	n= 1	n= 2	n= 2
		Interstate		N/A	N/A	N/A	N/A	N/A	N/A
				n= 0	n= 0	n= 0	n= 0	n= 0	n= 0
Total Response Time	1st Due	Rural	8:20	9:40	N/A	13:30	7:30	7:10	N/A
				n= 5	n= 0	n= 2	n= 2	n= 1	n= 0
		Urban	7:10	8:08	7:46	8:20	7:50	6:30	7:00
				n= 17	n= 3	n= 3	n= 3	n= 4	n= 4
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
				n= 0	n= 0	n= 0	n= 0	n= 0	n= 0
	ERF	Rural	8:50	8:30	N/A	8:00	8:30	N/A	N/A
				n= 2	n= 0	n= 1	n= 1	n= 0	n= 0
		Urban		11:13	11:04	9:50	6:00	11:20	6:00
				n= 8	n= 2	n= 1	n= 1	n= 2	n= 2
		Interstate		N/A	N/A	N/A	N/A	N/A	N/A
				n= 0	n= 0	n= 0	n= 0	n= 0	n= 0
If the incident count (n=) is less than 10, a maximum time is reported									

Technical Rescue: Low Risk ERF-7

CRFD									
Tech Rescue: Low Risk [ERF-7]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:11	N/A	N/A	1:11	N/A	N/A	1:00
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
Turnout			0:08	N/A	N/A	0:08	N/A	N/A	1:30
			n= 0	n= 0	n= 0	n= 1	n= 0	n= 0	
Travel Time	1st Due	Rural	3:50	N/A	N/A	3:50	N/A	N/A	5:50
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	4:40
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	6:20
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	5:00	N/A	N/A	5:00	N/A	N/A	8:20
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	7:10
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	N/A	N/A	N/A	N/A	N/A	N/A	8:50
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

Tech Rescue: Moderate Risk ERF-9

CRFD									
Tech Rescue: Low Risk [ERF-9]			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			1:44	2:14	1:17	1:19	1:51	2:00	1:00
			n= 10	n= 4	n= 1	n= 1	n= 2	n= 2	
Turnout			1:16	1:38	1:22	0:49	1:03	1:31	1:30
			n= 10	n= 4	n= 1	n= 1	n= 2	n= 2	
1Travel Time	1st Due	Rural	2:50	N/A	2:50	N/A	N/A	N/A	5:50
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	5:04	5:29	7:20	3:50	7:00	4:00	4:40
			n= 10	n= 3	n= 2	n= 1	n= 2	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	12:50	N/A	12:50	N/A	N/A	N/A	13:30
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	13:00	N/A	N/A	13:00	N/A	N/A	
			n= 1	n= 0	n= 0	n= 1	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
Total Response Time	1st Due	Rural	5:30	N/A	5:30	N/A	N/A	N/A	8:20
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	9:50	17:24	9:22	6:00	9:50	7:30	7:10
			n= 7	n= 1	n= 1	n= 1	n= 2	n= 2	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
	ERF	Rural	15:00	N/A	15:00	N/A	N/A	N/A	16:00
			n= 1	n= 0	n= 1	n= 0	n= 0	n= 0	
		Urban	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
		Interstate	N/A	N/A	N/A	N/A	N/A	N/A	
			n= 0	n= 0	n= 0	n= 0	n= 0	n= 0	
If the incident count (n=) is less than 10, a maximum time is reported									

Tech Rescue: Moderate Risk – Extrication [ERF-15]

CRFD									
Tech Rescue [ERF-15] MVC: Extrication			2020 - 2024	2024	2023	2022	2021	2020	2022 - 2027 Benchmark
Call Processing			2:08	1:14	1:40	1:41	3:18	2:51	1:00
			n= 85	n= 20	n= 22	n= 19	n= 14	n= 10	
Turnout			1:44	1:42	1:43	1:56	1:28	1:51	1:30
			n= 82	n= 20	n= 21	n= 19	n= 13	n= 9	
Travel Time	1st Due	Rural	7:23	5:27	11:50	7:10	5:30	7:00	5:50
			n= 22	n= 2	n= 7	n= 6	n= 3	n= 4	
		Urban	4:07	4:19	4:40	4:20	3:40	3:40	4:40
			n= 37	n= 7	n= 10	n= 7	n= 10	n= 3	
		Interstate	5:42	5:20	6:40	5:50	3:30	7:10	6:40
			n= 27	n= 11	n= 5	n= 5	n= 1	n= 5	
	ERF	Rural	24:20	16:16	24:20	16:30	5:50	10:40	13:30
			n= 7	n= 1	n= 3	n= 1	n= 1	n= 1	
		Urban	14:07	14:07	13:50	10:10	10:10	8:30	
			n= 14	n= 2	n= 4	n= 2	n= 5	n= 1	
		Interstate	20:30	15:41	17:30	20:30	7:20	13:30	
			n= 13	n= 3	n= 3	n= 4	n= 1	n= 2	
Total Response Time	1st Due	Rural	9:21	9:05	13:10	8:10	8:10	8:10	8:20
			n= 21	n= 2	n= 7	n= 6	n= 3	n= 3	
		Urban	7:22	7:01	5:50	6:40	8:40	8:40	7:10
			n= 37	n= 7	n= 10	n= 7	n= 10	n= 3	
		Interstate	7:19	8:05	9:10	8:20	5:30	5:30	9:10
			n= 27	n= 11	n= 5	n= 5	n= 1	n= 5	
	ERF	Rural	25:40	18:45	25:40	18:40	11:20	13:00	16:00
			n= 6	n= 1	n= 1	n= 1	n= 1	n= 2	
		Urban	16:20	15:50	16:20	12:30	13:20	10:00	
			n= 6	n= 2	n= 4	n= 2	n= 5	n= 1	
		Interstate	22:30	18:10	18:40	22:30	9:20	15:40	
			n= 7	n= 3	n= 3	n= 4	n= 1	n= 2	
If the incident count (n=) is less than 10, a maximum time is reported									
2024: The Effective Response Force for MVC Extrication was increased to 3 suppression units, 2 medics, 1 safety training officer and 1 chief officer									

Appendix H: Program Outcome Summary

This section summarizes the adopted performance outputs and outcomes for various program the Castle Rock Fire and Rescue Department provides. This section shall be updated at least annually are part of CRFD's annual program appraisal process.

Community Risk Reduction					
	2020	2021	2022	2023	2024
Risk/Year	97%	98%	97%	70%	54%
	1302	1394	1522	1206	1272
Fees Collected	~	~	~	$90k	$314k

Criterion 5A: Prevention Program

- Building plan reviews are completed within the 10-day allotted timeframe 95% of the time

Note: Injuries and fatality outcomes due to fire are detailed in Criterion 5E Fire Suppression and 5K Wildland Fire Program

Criterion 5B: Public Education Program

- Safer Senior & Fall and injury prevention indicates the number of residents contacted in an effort to reduce common types of calls for service in the senior community.
- PulsePoint data indicates the number of unique users in the Castle Rock area.

Public Education - Outcome Measurements					
Risk/Year	2020	2021	2022	2023	2024
Fall = > 55 years of age	8%	13%	16%	-9%	25%
	312	353	459	428	537
Fall/Injury Preventage	32	253	628	536	482
PulsePoint	5205	6034	4052	5292	6117
	~	+16%	-33%	+31%	+15%

Criterion 5C: Fire Investigation, Origin, and Cause Program

- It is the goal of the Fire Investigation, Origin, and Cause program to provide a definitive cause for 95% of the investigations conducted.
- The goal of the Fire Investigation, Origin, and Cause program is to receive a conviction in 100% of cases filed with the District Attorney or Municipal Court for cases involving an incendiary cause, or referral to the Youth Fire Education Program where applicable.
- In cases of Hazardous Material spill investigations, the program goal is to ensure the spiller has properly cleaned up and disposed of any waste materials in accordance with the IFC, and to seek cost recovery as allowed by CRS 95 % of the time. (2022 goal)
- New in 2023, the Life Safety Division began tracking the number Hazardous Materials (HAZMAT) investigations, compliance to local, regional and national standards, and the dollar value recovered from the responsible party.

Investigation, Orgin & Cause	2020	2021	2022	2023	2024
Total	**34**	**36**	**27**	**11**	**12**
Incendiary	16	11	4	2	2
Accidental	18	12	19	8	6
Nautural	~	~	~	1	1
Undetermined	0	1	4	0	3
Compliance	100%	97%	70%	100%	75%

Summons/Case	6	6	3	1	10
Conviction	6	6	0	0	19
Compliance	100%	100%	100%	100%	100%

HAZMAT Investigation	~	~	~	4	3
Compliance	~	~	~	100%	100%
Recovery ($)	~	~	~	$582	~

Criterion 5D: Domestic Preparedness Program

- Develop and maintain open and active relationships and partnerships with local, regional, and state public safety partners, non-governmental organizations, local businesses, and community groups.
- Ensure that all document that comprise the comprehensive emergency management program are updated at least every five years.

Domestic Preparedness	1-2 years	2-4 years	>4 years
EOP	2024	~	~
COOP	~	~	2017
Recovery Plan	~	~	N/A
LHMP	~	2021	~

- The Town's Emergency Operations Plan (EOP) has been updated and is scehdule for presentation to Town Council in June of 2025.
- The department requested funding support to hire an independent contract to review and update the department continuity of operations plans and develop a town-wide COOP.
- This request was approved in the 2025 budget. Reviews are underway for the hiring of an independent contract to review and update the department continuity of operations plans and develop a town-wide COOP.

Criterion 5E: Fire Suppression Program

- Confine 100% of structure fires to the building of origin and 70% of structure fires to the room of origin.
- Limit civilian and responder injuries and fatalities to zero

Fire Suppression	2020	2021	2022	2023	2024
Confined to Building	100%	100%	100%	100%	95.6%
Confined to Room	43%	60%	60%	82%	75%
Civilian Injuries/Fatalities	~	0/0	3/0	1/0	1/1
CRFD Injuries/Fatalities	~	1/0	3/0	1/0	0/0

Criterion 5F: Emergency Medical Services (EMS) Program

- Assess and establish a program that can report to us the data and evidence that our treatment modalities increase the chances of positive outcomes in overall patient care
- Large vessel occlusion (LVO) are identified and transported to the appropriate facility 90% of the time.
- Emergent Trauma patients are identified and transported to an appropriate facility 90% of the time.
- CRFD cardiac arrest save rate, (as validated by Colorado CARES) is equal to or exceeds the national average.

EMS	2020	2021	2022	2023	2024
LVO Transport	Started 12/2022		100%	95.6%	75%
Emergent Trauma	92.30%	100%	88.20%	91.80%	99.97%
Save Rate	17%	16.70%	14.30%	18.40%	20.50%

Criterion 5G: Technical Rescue Program

- Limit civilian fatalities to zero on all technical rescue incidents
- Limit responder injuries and fatalities to zero on all technical rescue incidents
- Maintain the appropriate level of training for each member, per discipline and equipment available in each station
- Develop a performance improvement review process for all technical rescue incidents

Technical Rescue	2020	2021	2022	2023	2024
Civilian Fatalities	0	0	0	0	0
Responder Injuries	~	0	0	0	0
Responder Fatalities	~	0	0	0	0
Tech Rescue Training	~	~	TBD	TBD	TBD
PI Process	~	~	TBD	TBD	TBD

Criterion 5H: Hazardous Materials (HAZMAT) Program

- Contain 90% of all non-carbon monoxide related hazardous material releases prior to a negative impact to the environment, community, or population.
    - Community: Evacuation >3 hours; use of resources or service interruption >2 hours; road closure >1 hour
    - Environment: Release of any HAZMAT into a storm drain, waterway or unrecoverable permeable soil
    - Population: Any injury, illness or death related to an immediate or prolonged exposure

Hazardous Materials	2020	2021	2022	2023	2024
Overall	79%	83%	90%	73%	82%
Community	11	7	5	5	3
Environment	2	1	~	2	3
Population	~	~	~	1	0

Criterion 5K: Wildland Fire Program

- Limit civilian and responder injuries and fatalities to zero, regardless of wildland fire incident type or size.
- Contain all non-threatening brush fires to 10 acres or less 90% of the time
- Contain all threatening brush fires to zero loss of fixed residential and commercial structures

Wildland Fire Operations	2020	2021	2022	2023	2024
Injury	0	0	0	0	0
Fatalities	0	0	0	0	0
<10 acres	100%	100%	100%	100%	100%
Structure	100%	100%	100%	100%	100%

Criterion 11B: Wellness & Fitness Programs

- Increase general health and wellness awareness through regular departmental physicals and access to mental health resources.
    - Maintain a 100% "Fit for Duty" based on department annual physicals
    - Ensure continued access to preventative / recuperative (physical therapy) health resources
    - Ensure continued access to mental health resources

Wellness & Fitness	2020	2021	2022	2023	2024
Fit for Duty	100%	100%	100%	100%	100%
Mental Health Visits	49	37	78	92	172
	123%	-25%	111%	19%	87%
Peer Support (15)		16	17	18	

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 15. **File #:** MIN 2025-014

To: Honorable Mayor and Members of Town Council

From: Lisa Anderson, Town Clerk

Minutes: July 1, 2025 Town Council Meeting

Executive Summary

Minutes from the July 1, 2025 Town Council meeting for review and approval (Will be Attached to this item on Monday July 14, 2025).

Town Council
Meeting Minutes - Draft

Mayor Jason Gray
Mayor Pro Tem Laura Cavey
Councilmember Ryan Hollingshead
Councilmember Kevin Bracken
Councilmember Mark Davis
Councilmember Max Brooks
Councilmember Tim Dietz

Tuesday, July 1, 2025 **6:00 PM** **Town Hall Council Chambers**
100 North Wilcox Street
Castle Rock, CO 80104
www.CRgov.com/CouncilMeeting

This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. July 1, 2025, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest

COUNCIL DINNER & INFORMAL DISCUSSION

INVOCATION

Invocation led by Mayor Gray.

CALL TO ORDER / ROLL CALL

Present: 6 - Mayor Gray, Mayor Pro Tem Cavey, Councilmember Bracken, Councilmember Davis, Councilmember Brooks, Councilmember Dietz

Not Present: 1 - Councilmember Hollingshead

PLEDGE OF ALLEGIANCE

COUNCIL COMMENTS

Moved by Councilmember Dietz, seconded by Mayor Pro Tem Cavey, to Direct staff to bring back items for discussion related to boards and commissions regarding no attendance via webex, missing only two meetings a year, changing all board terms to two three-year terms, resident requirement, and only in-person interviews for annual boards and commissions interviews. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

Not Present: 1 - Hollingshead

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Dietz, to Direct staff to provide an interim report on parking citations in Downtown Castle Rock within the next six weeks and information on what the consultant is reviewing as part of the Downtown Parking Study. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

Not Present: 1 - Hollingshead

APPT 2025-005 **Appointments: Design Review Board and Historic Preservation Board**

Moved by Councilmember Brooks, seconded by Mayor Pro Tem Cavey, to Approve Appointment APPT 2025-005 as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

UNSCHEDULED PUBLIC APPEARANCES

No public comment.

TOWN MANAGER'S REPORT

ID 2025-078 **Update: Calendar Reminders**

ID 2025-079 **Update: Quasi-Judicial Projects**

ID 2025-080 **Development Services Project Updates**

TOWN ATTORNEY'S REPORT

No report.

ACCEPTANCE OF AGENDA

Moved by Councilmember Bracken, seconded by Mayor Pro Tem Cavey, to Approve the Agenda as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

CONSENT CALENDAR

Moved by Councilmember Bracken, seconded by Councilmember Davis, to Approve the Consent Calendar as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

ORD 2025-024 **Ordinance Vacating Certain Right-of-Way Located Within Block 11, Craig and Gould's Addition to the Town of Castle Rock, in the NE 1/4 of Section 11, Township 8 South, Range 67 West of the 6th P.M., County of Douglas, State of Colorado (Second Reading - Approved on First Reading on June 17, 2025, by a vote 6-0)** *[Cantril School, 312 Cantril St.]*

ORD 2025-022 **Ordinance Amending Section 9.06.010 of the Castle Rock Municipal Code by Adding Adult Performances to the Charge of Public Indecency and Related Definitions (Second Reading - Approved on First Reading on June 17, 2025, by a vote 6-0)**

RES 2025-075 **Resolution Approving the Town of Castle Rock 2025 Community Development Block Grant Annual Action Plan**

PROC 2025-009 **Proclamation: Smart Irrigation Month - July 2025** (For Council Action - Presentation on July 15, 2025)

MIN 2025-013 **Minutes: June 17, 2025 Town Council Meeting**

QUASI JUDICIAL HEARINGS

RES 2025-076 **Resolution Approving a Site Development Plan for a Residential Development within the Alexander Way Planned Development (Soleana)** *[77.96 Acres, located north of Alexander Place and west of Collins Street]*

Tara Vargish, Director of Development Services, presented the item.

Citizens that addressed Council:

Susan MacAffee and Dan Price spoke.

Moved by Councilmember Bracken, seconded by Councilmember Brooks, to Approve Quasi-Judicial Resolution RES 2025-076 as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

ORD 2025-025 **Ordinance Amending Section 17.42.070 of the Castle Rock Municipal Code Regarding Crown Design and Building Height within the Downtown Overlay District (First Reading)**

Tara Vargish, Director of Development Services, presented the item.

Citizens that addressed Council:

Jeff Samuelson, Dan Berkenkotter, David Boyd, Nate Ormond, Nick Stucy, and Dan Price spoke.

No action was taken on the Ordinance and a subsequent motion was taken to Direct staff to obtain input from stakeholders.

Moved by Councilmember Brooks, seconded by Councilmember Dietz, to Direct staff to work with the DDA to organize meetings to engage stakeholder involvement, including proper notification to those impacted, to get input on the Downtown Overlay Distract proposed building height changes. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

Not Present: 1 - Hollingshead

ORD 2025-026 **Ordinance Amending Title 17 of the Castle Rock Municipal Code Regarding the Continued Availability of the Interchange Overlay District (First Reading)**

Tara Vargish, Director of Development Services presented the item.

Citizens that addressed Council:

Glen Burmeister, non-resident, landowner; Lauren Temple, non-resident, property owner Rios Ranch, and John Nelson, resident of Douglas County, Three Oaks Ranch; spoke.

Moved by Councilmember Brooks, seconded by Mayor Pro Tem Cavey, to Approve Ordinance ORD 2025-026 as presented.. The motion failed by a vote of:

Yes: 3 - Cavey, Brooks, Dietz

No: 3 - Bracken, Davis, Gray

ORD 2025-023 **Ordinance Amending Various Provisions of Chapter 17.61 of the Castle Rock Municipal Code Regarding Accessory Dwelling Units (Second Reading - Approved on First Reading on June 17, 2025, by a vote 6-0)**

Tara Vargish, Director of Development Services presented the item.

No public comment.

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Davis, to Approve Ordinance ORD 2025-023 as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

DIR 2025-023 **Discussion/Direction: Sign Plazas**

David Corliss, Town Manager, presented the item.

Moved by Councilmember Brooks, seconded by Councilmember Dietz, to Direct staff to work with the Homebuilders Association to come back with a draft agreement for a sign plaza program. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

RES 2025-077 **Resolution Approving the Town of Castle Rock Transportation Master Plan**

Dan Sailer, Director of Public Works, presented the item.

No public comment.

Moved by Councilmember Brooks, seconded by Mayor Pro Tem Cavey, to Approve Resolution RES 2025-077 as presented.. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

RES 2025-078 **Resolution Waiving the Formal Written Bidding Requirement on the Basis of Sole Source and Emergency and Approving a Construction**

Contract with Garney Companies Inc. for the Ray Waterman Regional Water Treatment Center and the Bell Mountain Ranch LAS Conversion Project *[Ray Waterman Regional Water Treatment Center and Bell Mountain Ranch Water Treatment Plant]*

Mark Marlowe, Director of Castle Rock Water, presented the item.

No public comment.

Moved by Councilmember Dietz, seconded by Mayor Pro Tem Cavey, to Approve Resolution RES 2025-078 as presented. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

None.

ADJOURN

Moved by Mayor Pro Tem Cavey, seconded by Councilmember Bracken, to Adjourn. The motion passed by a vote of:

Yes: 6 - Gray, Cavey, Bracken, Davis, Brooks, Dietz

Submitted by Robbie Schonher, Records Manager.

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 16. **File #:** ORD 2025-027

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Brad Boland, AICP, Long Range Project Manager, Development Services

Ordinance Amending the Town of Castle Rock's Zone District Map by Approving the Rezoning of 810 North Wilcox Street (First Reading) (7-Eleven)

Executive Summary

Ardeshir Delsouz and Sylvia Delsouz, have submitted an application to rezone 810 North Wilcox Street from a Planned Development to the straight zone B - Business/Commercial zoning district. If the rezoning were to be approved, the Downtown Overlay District would apply to the property. The property is located at the north east corner of Eight Street and North Wilcox Street.

Budget Impact

The proposed B zoning with DOD overlay will not have an impact on the Town budget.

Recommendation

The Planning Commission will have a public hearing on July 10, 2025 and provide a recommendation.

Proposed Motion

Option 1: Approval
"I move to approve the Ordinance, as introduced by title."

Option 2: Approval with Conditions
"I move to approve the Ordinance, with the following conditions:" (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)
"I move to continue this item to the Town Council meeting on [date], at [time]."

Attachments

Attachment A: Vicinity Map
Attachment B: Ordinance
Attachment C: Current Zoning - Q Petroleum PD
Attachment D: Municipal Code Section 17.28 Business/Commercial/Industrial Districts
Attachment E: Municipal Code Section 17.42 Downtown Overlay District

Meeting Date: July 15, 2025

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

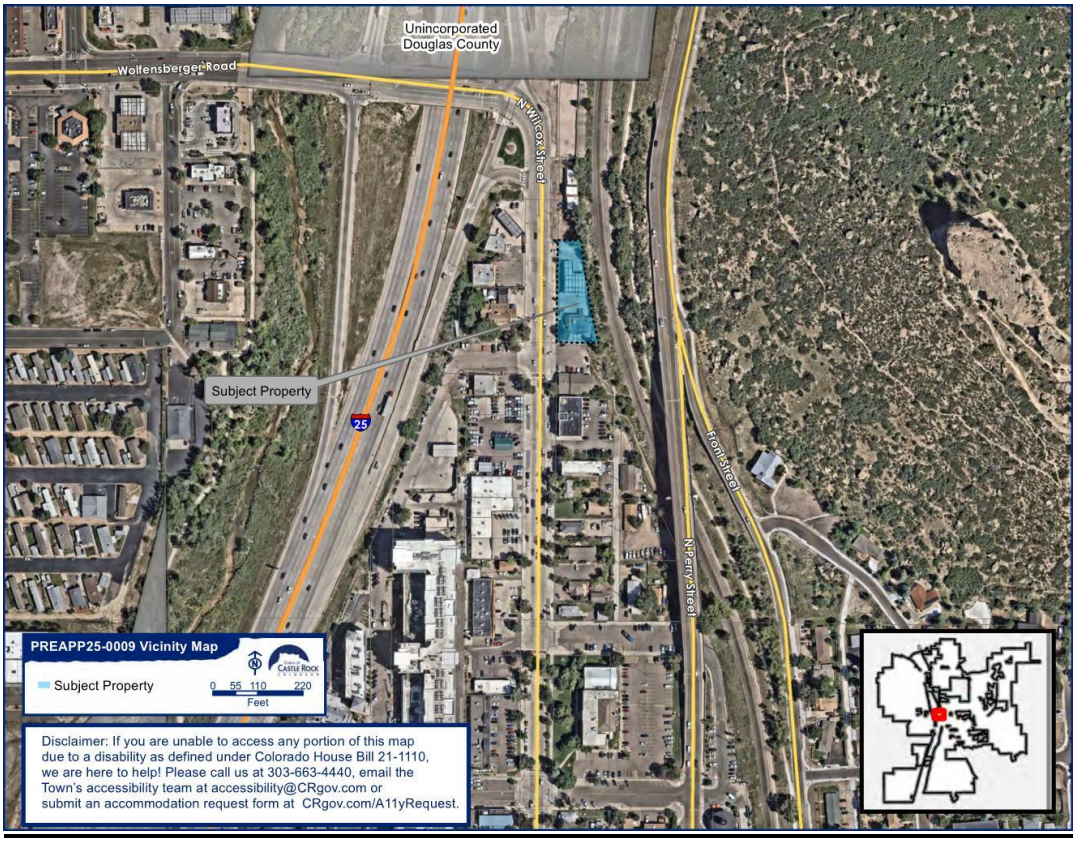
Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Brad Boland, AICP, Long Range Project Manager, Development Services

Title: **An Ordinance Amending the Town's Zone District Map by Approving a Rezoning of 810 N. Wilcox St.**

Executive Summary

Ardeshir Delsouz and Sylvia Delsouz, have submitted an application to rezone 810 North Wilcox Street from a Planned Development to the straight zone B - Business/Commercial zoning district. If the rezoning were to be approved, the Downtown Overlay District would apply to the property. The property is located at the north east corner of Eight Street and North Wilcox Street.



Background

Existing Zoning

The property was zoned to a Planned Development Plan in March of 1985. The Q Petroleum PD (Attachment B) allows for uses such as automotive repair, gas stations, convenience stores, parking lots, offices, and restaurants.

Surrounding Zoning and Uses

The surrounding properties to the north, south, and west are zoned B – Business/Commercial and fall within the Downtown Overlay District. These properties feature a mix of retail and office buildings. To the east, the site is bordered by a steep embankment, with the railroad tracks and Front Street situated above.

Existing Conditions

The property currently comprises of a 2,400 square foot convenience store that was built in 1985 and sits on the south side of the property. A gas canopy with five gas pumps sits on the north side of the property. The property has two access points off of N. Wilcox St.

The applicant does intend to submit for a site development plan to expand and remodel the existing convenience store.

Proposed Zoning District Classification

The property is proposed to be rezoned to B (Business/Commercial) zoning district (Attachment C), which is designed to accommodate a mix of commercial uses including retail, service, and office establishments. The primary goal of the B district is to support business activities that serve both local residents and regional visitors, while maintaining

compatibility with surrounding neighborhoods. Development within this district is generally characterized by moderate intensity, allowing for multi-tenant buildings, shared parking arrangements, and pedestrian-friendly design elements. Architectural quality, landscaping, and site planning are important aspects regulated within this district to ensure visual cohesiveness and a positive economic environment.

The property is within the boundaries of the Downtown Overlay District (DOD) (Attachment D). However, as it is currently zoned a PD, the DOD does not apply to the property, per Section 17.42.030 of the Castle Rock Municipal Code. If the proposed rezoning to the B zoning district were to be approved, the property would become subject to the DOD, and therefore be zoned consistent with surrounding properties.

Most properties within the DOD have an underlying zoning of B (business-commercial) with a few zoned R-1 (single-family residential), R-3 (multi-family residential), or I-1 (light industrial). The DOD is zoning "on top of" the underling straight zoning districts. The DOD zoning regulations govern if there is a conflict between the DOD entitlements and the underlying zoning entitlements, per CRMC 17.42.030. A few properties in Downtown, not subject to the DOD, are zoned a custom PD (Planned Development).

The DOD introduces some additional uses within the downtown, such as multifamily as a use by right, and prohibits others that are deemed not to be compatible with the downtown, such as towing yards. The DOD encourages a mixture of uses, within the same building or block, and establishes architectural, landscaping, building design, and site development guidelines to encourage design that is appropriate within a downtown context and ensure higher quality development in downtown. While the 7-11 property is not currently proposing a mixed use development, the other design guidelines of the DOD would apply and help achieve a consistent zoning to this northern area of the downtown.

Site Development Plans for projects under 10,000 square feet are reviewed and decided by the Design Review Board. Site Development Plans over 10,000 square feet are reviewed by the Design Review Board, followed by review and final decision by Town Council. After this rezoning process, 7-11 is planning on a small expansion on the property which would require a Site Development Plan in the under 10,000 square feet category.

Discussion

Review and Approval Criteria

The application for Zoning was reviewed against and found to meet the following zoning approval criteria outlined in Section 17.02.060C of the Town's Municipal Code:

1. Conformity with the most recently adopted version of the Town's Vision, Comprehensive Master Plan and long-range or master plans.
2. Compatibility with existing and planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any incompatibility.
3. Adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife and vegetation, or such impacts will be substantially mitigated.

4. Whether the property will have access to current or planned services and infrastructure adequate to support the orderly development of the property.
5. Positive economic impact potential from development of the property.

The property generally aligns with the Town's Downtown Plan by becoming subject to the Downtown Overlay District (DOD), which applies more appropriate design standards for the downtown area. Rezoning the property to B business-commercial would bring it into consistency with the surrounding properties, promoting long-term compatibility. As the property is already developed, the proposed rezoning would not negatively impact the natural environment and would rely on existing Town infrastructure, requiring no additional extensions or improvements.

Public Outreach

A neighborhood meeting was conducted on April 7, 2025 and on July 7, 2025.
A third neighborhood was not required, as the questions raised at the neighborhood meetings were concerning the future Site Development Plan, and not pertitent to the rezoning request.

Budget Impact

The proposed B zoning with DOD overlay will not have an impact on the Town budget.

Staff Findings

All staff review comments have been addressed. Staff finds the proposed 810 N. Wilcox Street rezoning:

- Gen*erally, conforms with the objectives of the Town Vision and the Comprehensive Master Plan*
- *Generally, conforms with the objects of the Town's Downtown Masterplan*
- *Meets the review and approval criteria of the Municipal Code, Chapter 17.02.060*

Recommendation

The Planning Commission voted 6 to 0 to recommend approval of the rezoning to Town Council, as proposed.

Proposed Motion

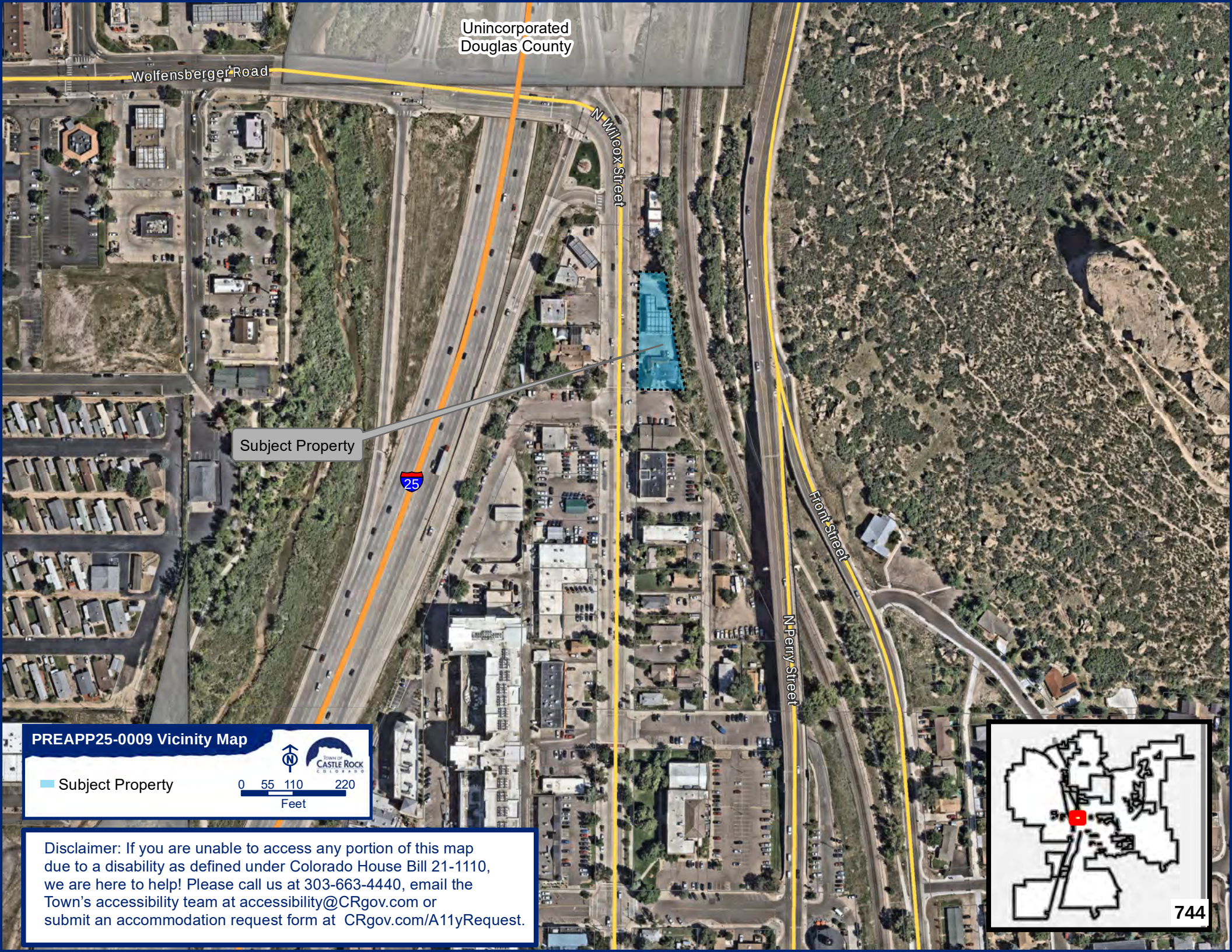
Option 1: Approval
"I move to approve the Ordinance, as introduced by title."

Option 2: Approval with Conditions
"I move to approve the Ordinance, with the following conditions:" (list conditions)

Option 3: Continue item to next hearing (need more information to make decision)
"I move to continue this item to the Town Council meeting on [date], at [time].

Attachments

Attachment A: Vicinity Map
Attachment B: Ordinance
Attachment C: Current Zoning – Q Petroleum PD
Attachment D: Municipal Code Section 17.28 Business/Commercial/Industrial Districts
Attachment E: Municipal Code Section 17.42 Downtown Overlay District



PREAPP25-0009 Vicinity Map

Subject Property

0 55 110 220
Feet

Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

ORDINANCE NO. 2025-____

AN ORDINANCE AMENDING THE TOWN OF CASTLE ROCK'S ZONE DISTRICT MAP BY APPROVING THE REZONING OF 810 NORTH WILCOX STREET

WHEREAS, Ardeshir and Sylvia Delsouz (the "Applicants"), have submitted an application to rezone the property located at 810 North Wilcox Street (the "Property") in the Town of Castle Rock (the "Town") from Planned Development to B-Business/Commercial; and

WHEREAS, at the present time, the Property consists of a 2,400-square foot convenience store on the south side of the Property and a gas canopy with five gas pumps on the north side of the Property; and

WHEREAS, if the proposed rezoning were to be approved, the Property would also be subject to the requirements of the Downtown Overlay District; and

WHEREAS, by bringing the Property within the Downtown Overlay District, the Project will now be subject to the more appropriate design standards that govern the remainder of the Downtown area; and

WHEREAS, a public hearing on the proposed rezoning was held before the Planning Commission on July 10, 2025, after which the Planning Commission voted to recommend Town Council approval; and

WHEREAS, a public hearing was conducted at the July 15, 2025, regular meeting of the Town Council in accordance with the applicable provisions of the Castle Rock Municipal Code ("CRMC"); and

WHEREAS, based upon the testimony and evidence presented at the public hearing, the Town Council finds and determines that the proposed rezoning:

(i) Conforms with and advances the objectives of the Town's Vision 2030 and the Comprehensive Master Plan;

(ii) Conforms with and advances the objectives of the Town's Downtown Master Plan; and

(iii) Satisfies the review and approval criteria for the rezoning of property set forth in CRMC Section 17.02.060;

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

Section 1. **Zoning District Map Amendment**. The Town's Zoning District Map is amended to place the Property within the B-Business/Commercial Zone District and the Downtown Overlay District.

Section 2. **Repeal.** Town Ordinance No. 1985-07 authorizing the rezoning of the Property to the Q Petroleum Planned Development District is hereby repealed in its entirety and shall no longer be of any force or effect.

Section 3. **Severability**. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect the remaining provisions of this Ordinance.

Section 4. **Safety Clause**. The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this ___ day of _____, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ____ for and _____ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this ___ day of _____, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of _____ for and _____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Tara Vargish, Director of Development Services

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BOOK 591 PAGE 354

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ORDINANCE NO. 85-7

AN ORDINANCE AMENDING THE
ZONING DISTRICT MAP OF
THE TOWN OF CASTLE ROCK, COLORADO
(Q PETROLEUM P.U.D.)

ORDINANCE NO. 85-7

AN ORDINANCE AMENDING THE
ZONING DISTRICT MAP OF
THE TOWN OF CASTLE ROCK, COLORADO
(Q PETROLEUM P.U.D.)

WHEREAS, the Board of Trustees of the Town of Castle Rock find that:

(a) A petition has been filed with the Town Clerk praying for an amendment to the Zoning District Map of the Town of Castle Rock, and;

(b) That said petition has been forwarded to the said Board of Trustees, and;

(c) That public meetings and hearings, following notice duly made and published pursuant to applicable Colorado Statutes and Town of Castle Rock Ordinances, have been held before the Planning and Zoning Commission of the Town of Castle Rock, and the Board of Trustees of the Town of Castle Rock, and;

(d) That the amendment sought to the said Zoning District Map complies with the stated purposes of the Planned Unit Development Ordinance 17.48 as set forth in subsection 17.48.010 thereof.

NOW, THEREFORE, BE IT ORDAINED, BY THE BOARD OF TRUSTEES OF THE TOWN OF CASTLE ROCK, as follows:

That the Zoning Classification of the land described in Exhibit "A", attached hereto and made a part hereof, (hereinafter the "LAND") is changed from Zoning Classification B-1 Highway Commercial to Zoning Classification PUD (Planned Unit Development District).

INDEX

	Page No.
SECTION I. GENERAL PROVISIONS	2
SECTION II. DEFINITIONS	2
SECTION III. OVERALL PROJECT STANDARDS	3
SECTION IV. PERMITTED USES	3
SECTION V. SUBMISSION OF FINAL PLANNED UNIT DEVELOPMENT PLANS AND/OR PLATS	4
SECTION VI. SEVERABILITY OF PROVISIONS	4

SECTION I.

GENERAL PROVISIONS

1.0 This ordinance constitutes an amendment to the Town of Castle Rock Zoning Ordinance, and the Zoning District Map of the Town of Castle Rock and establishes permitted densities, uses and development standards for each tract within the Land.

SECTION II.

DEFINITIONS

2.1 Building Ground Coverage. That portion of the ground on any building site which is covered by structures having a floor, walls and fully enclosed roof.

Building ground coverage shall not include surface, underground, or partially underground parking areas, (provided such partially underground parking areas shall not protrude more than six (6) feet above the average surrounding grade), driveways or pedestrian ways or such other uses not meeting the above definition.

2.2 Building Height. The vertical distance from the average finished grade (not including berming or grading for the purpose of permitting a higher building) surrounding a structure to the uppermost point of the roof structure. Chimneys, ventilators, elevator housings, skylights, solar collectors, air conditioning and heating units, antennas and necessary mechanical appurtenances usually constructed above roof level are not to be considered in determining building height.

2.3 Building Setback. The horizontal distance between a platted lot line and a building or structure. This distance does not include the projections of eaves, overhangs, fireplaces, patios,

decks, fire escapes, mechanical units or similar architectural appurtenances.

SECTION III.

OVERALL PROJECT STANDARDS

3.1 Parking. Off-street parking is required for all land uses developed in the Q Petroleum P.U.D. Except as otherwise specifically provided herein, the number and size of all required parking spaces are to be in conformance with the applicable Town of Castle Rock Zoning Regulations at the time of approval of Final Site Plan, unless developer can demonstrate, to the satisfaction of the Board of Trustees, at the time of final site plan review, that provision of a lesser number of spaces or spaces of lesser size will still provide adequate off-street parking for the proposed use.

3.2 Temporary Uses. Temporary uses are permitted as follows:

(a) Construction offices and material storage shall be permitted during and for a period of 30 days after cessation of actual construction.

SECTION IV.

PERMITTED USES

4.1 The following uses shall be permitted on the LAND:

(a) Automotive repair and service facilities including the sale of motor fuels.

(b) Convenience stores.

(c) Parking lots.

(d) Professional or business offices.

(e) Restaurants, lounges and fast food establishments.

4.2 Maximum permitted building ground coverage of 35% of net acreage of building site

4.3 Maximum heights for all structures, specifically including signs - 35 feet.

4.4 Minimum Setbacks. Shall be as shown upon any approved final site plan for the LAND.

SECTION V.

SUBMISSION OF FINAL PLANNED UNIT DEVELOPMENT PLANS AND/OR PLATS

5.1 Following the approval of this Ordinance, the owners of the LAND shall present final site plans for all or any portion or portions of the LAND as are then ready for development.

5.2 No structural building permit will be issued until a final site plan for such area has been approved by the Board of Trustees, and filed for the public record.

SECTION VI.

SEVERABILITY OF PROVISIONS

6.1 In the event that any provision hereof shall be determined to be illegal or void by the final order of any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Passed and adopted on first reading this 28th day of February, 1985, by vote of the Board of Trustees of the Town of Castle Rock, Colorado, 3 for and 1 against.

Passed and adopted on second reading this 14th day of March, 1985, by a vote of the Board of Trustees of the Town of Castle Rock, Colorado 5 for and 0 against.

George John Kennedy, Mayor
Town of Castle Rock

ATTEST:

Phyllis L. Brown, deputy
Richard R. Wilson, Town Clerk

Approved as to form:

Bruce B. Lassman,
Town Attorney

Approved for Board action:

P. Joseph Knopinski,
Town Administrator

Publication Date: 8-27-85

Footnotes:
*--- (**14**) ---*
***Editor's note—** Ord. No. 2019-028, § 2, adopted September 17, 2019, repealed the former Ch. 17.28, §§ 17.28.010—17.28.060, and enacted a new Ch. 17.28 as set out herein. The former Ch. 17.28 pertained to similar subject matter and derived from Ord. 2013-41 § 3, 2013; Ord. 2012-18 §1.*

17.28.010 - Description and purpose.

A. Business/Commercial (B). The primary use within the B District is intended to allow for appropriately located groups of retails stores, office buildings, service establishments and civic uses serving the needs of the neighborhood, of such character, scale, appearance, and intensity to be compatible with the surrounding areas.

B. Light Industrial (I-1). The I-1 District is intended to allow industrial development with minimal impact to residential and commercial areas. Such zones will require setbacks and landscaping to ensure compatibility with any abutting residential areas. The regulations of this District are intended to provide structural standards, standards of intensity of use and standards of external effects compatible with the surrounding or abutting residential districts. To these ends, development is limited to low intensity, external effects are limited and permitted uses are limited to those manufacturing and wholesaling activities which can be operated in a clean and quiet manner. Beginning June 1, 2022, no additional properties will be zoned I-1; provided, however, that all properties with existing I-1 zoning will continue to be classified as I-1, and will continue to be subject to the requirements that apply to I-1 zoning districts.

C. General Industrial (I-2). The I-2 District intended to allow a less restrictive type of industrial development where the necessary characteristics of industrial operation will not adversely affect nearby residential and business uses. The purpose of the District is to permit the normal operation of almost all industries, subject to those regulations necessary for mutual protection of nearby property owners in the lawful use of their respective properties, and the public health, safety and general welfare. Beginning June 1, 2022, no additional properties will be zoned I-2; provided, however, that all properties with existing I-2 zoning will continue to be classified as I-2, and will continue to be subject to the requirements that apply to I-2 zoning districts.

D. Industrial/employment (I-E). The I-E District is intended to support the local economy through job creation and economic development and the establishment of employment-based businesses in town-wide industrial employment centers, with minimal impact to residential and commercial areas. The regulations of this district are intended to provide structural standards, including standards governing intensity of use and external effects, that are compatible with the surrounding and/or abutting residential districts. Accordingly, development is limited to those low-intensity employment, manufacturing, and wholesaling uses that can be operated in a clean and quiet manner.

E. For those properties zoned PD, the PD plan for which references the I-1 and/or I-2 use allowance, any property so designated shall be developed in accordance with the I-1 and/or I-2 design criteria set forth in this chapter, as applicable.

(Ord. No. 2023-007, § 11, 4-4-2023; Ord. No. 2019-028, § 2, 9-17-2019)

17.28.020 - Reserved.

17.28.030 - Uses.

A. Uses permitted by right (P), allowed by Use by Special Review (UBSR), or disallowed (N) in each of the respective Business/Commercial, Industrial and Overlay Zoning Districts are listed in the chart below. For overlay districts, a (U) indicates that a use is permitted or disallowed on the basis of the underlying zoning district.

Use	*B Business/ Commercial*	*I-1 Light Industrial*	*I-2 General Industrial*	*I-E Industrial Employment District*	*WNZOD Wolfens-berger Overlay*	*DOD Downtown Overlay*	*FSOD Front Street Overlay*
Airport	N	N	N	N	U	U	U
Alcoholic beverage sales	P	P	P	N*	P	P	U
Asphalt/concrete plant	N	N	P	N	U	U	U
Assisted living/memory care	UBSR	UBSR	UBSR	N	U	P	UBSR
ATM/kiosk (stand-alone)	P	P	P	P	U	U	U
Auto body and vehicle/RV/boat equipment and repair	UBSR	P	P	P	P	N	U
Automobile/vehicle/ RV/boat/motorcycle/ all-terrain vehicles/ equipment sales and leasing	UBSR	P	P	N	U	N	U
Automobile service/fuel station/wash/rental	P	P	P	N	U	U	U
Bed and breakfast	P	N	N	N	P	P	P

Cemetery	UBSR	UBSR	UBSR	N	U	U	U
Clinic	P	P	P	N	U	U	U
College/university/ vo-tech	P	P	N	N	P	P	U
Commercial amusement, indoor	P	P	UBSR	N	P	P	U
Commercial amusement, outdoor	UBSR	UBSR	UBSR	N	U	U	U
Day care center	UBSR	UBSR	UBSR	N	P	P	UBSR
Disposal service	N	N	N	N	U	U	U
Educational facility	UBSR	N	N	N	UBSR	UBSR	UBSR
Gym/health club	P	P	UBSR	N	U	U	U
Heavy industry	N	N	UBSR	N	U	U	U
Helistop/heliport	UBSR	UBSR	UBSR	UBSR	U	U	U
Hospital	P	P	P	N	U	U	U
Hotel/motel	P	N	N	N	P	P	U
Institutional care	N	UBSR	P	N	U	U	U
Kennel/doggy daycare	UBSR	UBSR	UBSR	N	P	U	U
Light industry	N	P	P	P	P	U	U
Live-work unit	P	N	N	N	U	P	P
Medical lab	P	P	P	P	P	P	U
Mineral extraction	N	N	N	N	U	U	U

Multi-family	UBSR	N	N	N	P	P	P
Multi-modal transit facility	UBSR	UBSR	UBSR	UBSR	U	P	U
Natural medicine healing center	N	P	P	N	N	N	N
Natural medicine cultivation facility, natural medicine products manufacturer, and natural medicine testing facility	N	P	P	N	N	N	N
Nursery/greenhouse	UBSR	P	P	N	U	P	UBSR
Nursing home	UBSR	N	N	N	U	U	U
Office	P	P	P	P	P	P	P
Oil and gas production	UBSR	UBSR	UBSR	N	U	U	U
Parking facility (stand-alone lot/structure)	P	P	P	N	U	U	P
Place of worship	P	UBSR	UBSR	N	P	U	UBSR
Private club	P	P	UBSR	N	U	U	P
Public facilities	P	P	P	P	P	P	UBSR
Recreation, indoor	P	P	UBSR	N	P	P	U
Recreation, outdoor	P	P	P	N	P	P	U
Recycling center and salvage	N	N	P	N	U	U	U

Recycling drop-off	P	P	P	N	U	U	U
Rehabilitation clinic/facility	N	UBSR	P	N	U	U	U
Restaurant	P	P	P	N	P	P	P
Retail	P	P	P	N*	P	P	P
Self-storage facility	N	P	P	N	UBSR	U	U
Service, commercial	P	P	P	P	P	P	U
Service, personal	P	N	N	N	P	P	P
Service, repair	P	P	P	P	P	U	UBSR
Sexually oriented business	N	P	P	N	U	U	U
Shooting range, indoor	UBSR	P	P	N	U	U	U
Storage yard	N	P	P	N**	U	U	U
Studio classes	P	N	N	N	P	P	P
Towing and storage of inoperable vehicles	N	UBSR	P	N	U	N	U
Urgent care	P	N	N	N	P	P	U
Utilities, public	UBSR	UBSR	UBSR	UBSR	UBSR	UBSR	UBSR
Vehicle/RV/ boat storage	N	UBSR	P	N	P	N	U
Veterinary clinic	P	P	P	N	P	P	P
Warehousing and distribution	N	P	P	P	P	U	U

* In the I-E Zoning District, this use is allowed as an accessory use to the primary use, provided that no more than 20% of the gross floor area of the building in which the accessory use occurs is utilized, whether exclusively or non-exclusively, for that accessory use.

**In the I-E Zoning District, accessory storage yards are allowed with a primary use. Stand-alone storage yards are prohibited.

B. Uses that are not permitted by right (P) or allowed by Use by Special Review (UBSR) or authorized under Subsection C below are prohibited.

C. Uses determined by the Town Manager that are functionally equivalent to the enumerated uses in Subsection A above shall be treated in a like manner.

(Ord. No. 2024-011, § 2, 12-17-2024; Ord. No. 2023-007, § 12, 4-4-2023; Ord. No. 2019-028, § 2, 9-17-2019)

17.28.040 - Development standards - Business/Commercial B.

The following development standards for the B District shall apply:

A. Minimum front yard: A minimum front yard of fifteen (15) feet from the property line shall be required; twenty-five (25) feet if abutting an arterial street;

B. Minimum side yard: Zero (0) feet;

C. Minimum rear yard: Zero (0) feet;

D. Maximum height: Thirty-five (35) feet (fifty (50) feet by special review);

E. Maximum building coverage: Thirty-five (35) percent of lot area;

F. In no event shall wrecked, junked or abandoned motor vehicles be stored on any property in the B District unless within a fully enclosed building.

(Ord. No. 2019-028, § 2, 9-17-2019)

17.28.050 - Development Standards - Light Industrial I-1.

The following development standards for the I-1 District shall apply:

A. Maximum building coverage: Forty (40) percent of lot area;

B. Minimum side yard: Five (5) feet;

C. Minimum front yard: Fifteen (15) feet from the front property line;

D. Minimum rear yard: Twenty (20) feet;

E. Maximum height of buildings: Thirty-five (35) feet.

(Ord. No. 2019-028, § 2, 9-17-2019)

17.28.060 - Development Standards - General Industrial I-2.

The following development standards for the I-2 District shall apply:

A. Maximum lot coverage: As limited by applicable standards for development, parking, landscaping and other requirements;

B.

Minimum side yard: Zero (0) feet except where the side yard abuts an adjoining zoning of a lesser intensity, then the side yard setback of the lesser Zoning District shall apply for that side;

C. Minimum front yard: Fifteen (15) feet from the front property line;

D. Minimum rear yard: Zero (0) feet except where rear yard abuts an adjoining zoning of a lesser intensity, then the rear yard setback of the lesser Zoning District shall apply;

E. Maximum height of buildings: Fifty (50) feet.

(Ord. No. 2019-028, § 2, 9-17-2019)

17.28.070 - Development Standards—Industrial-Employment I-E.

The following development standards for the I-E District shall apply:

A. Maximum building coverage: Forty (40) percent of lot area;

B. Minimum side yard: Five (5) feet;

C. Minimum front yard: Fifteen (15) feet from the front property line;

D. Minimum rear yard: Twenty (20) feet;

E. Maximum height of buildings: Thirty-five (35) feet.

(Ord. No. 2023-007, § 13, 4-4-2023)

17.42.010 - Purpose and intent.

The purpose of the Downtown Overlay District (DOD) is to establish architectural, landscaping, design, building, and use and site development regulations that encourage compatible land uses, ensure higher quality development and function in order to protect property values and provide safe and efficient pedestrian and automobile access. These architectural, landscaping, design, building, use and site development criteria can encourage quality development through the use of a variety of design and site techniques while continuing to provide for a wide range of economic development opportunities. The term Board as used in this Chapter shall mean the Design Review Board, as established under Section 17.42.090.

(Ord. 2012-18 §1)

17.42.020 - Certain regulations inapplicable.

The DOD is intended to encourage mixed-use within the same structure or block and/or high intensity commercial development. Accordingly, a structure or development within the DOD that interfaces with another structure or development within the DOD shall not be required to comply with the provisions of Chapter 17.50, Residential/Non-Residential Interface Regulations; however, such regulations shall be applied to structures or development within the DOD which interface with structures or development outside the DOD.

(Ord. 2012-18 §1, 2012)

17.42.030 - Relationship to underlying zoning district/sign code/planned development.

A. In the event of a conflict between the entitlements, regulations or standards established in this Chapter and the equivalent provisions in the underlying zoning districts, the provisions of this Chapter shall govern. Except in the event such preemption by this Chapter, the underlying zoning district provisions and all other provisions of this Code shall be applicable and enforced within the DOD.

B. For the purpose of applying the Sign Code regulations under Title 19 of this Code in the DOD, Section 19.04.053 of this Code shall govern.

C. The DOD shall have no application to those properties zoned PD until and unless such properties are rezoned.

(Ord. 2013-23 §1, 2013; Ord. 2012-18 §1, 2012)

17.42.040 - Permitted uses.

The uses permitted in the DOD are outlined in Section 17.28.030. These permitted uses shall be allowed on all properties within the DOD in addition to the permitted and accessory uses allowed in the underlying Zoning District.

(Ord. 2012-18 §1, 2012)

17.42.050 - Prohibited uses.

The following uses are not permitted in the DOD even if permitted in the underlying Zoning District:

A. Freestanding radio, television and cell antenna towers. (Such facilities may be incorporated into the design of a building if approved by the Board.)
B. Towing services, trash removal operations, wrecked, junked or abandoned vehicle storage or similar uses.
C. Vehicle, RV, boat and equipment sales and leasing.
D. Automobile body shop/Vehicle, RV, boat and equipment service.
E. No new single-family residential construction is permitted. Existing single-family detached homes are classified as legal nonconforming uses. Structures that were originally constructed as single-family residential units may convert back to single-family residential use.
F. Outdoor storage of merchandise as defined in Section 17.52.150.
G. Uses that involve hazardous processes or emit noxious noise, odors, fumes, or particulates.

(Ord. 2012-18 §1, 2012)

17.42.060 - Development standards.

The following development standards shall apply within the DOD:

A. Maximum lot coverage: 100% of lot area.
B. Minimum side yard: zero feet.
C. Minimum front yard: zero feet.
D. Minimum rear yard: zero feet.
E. Maximum building setback: A minimum of 25% of a building's linear footage facing a public roadway must have a setback of zero to twenty feet with a direct pedestrian connection.
F. Maximum fence height: ten-feet.
G. Multifamily residential units must each be a minimum of 500-square feet in size and must each have an individual kitchen and individual bathroom.

(Ord. 2012-18 §1, 2012)

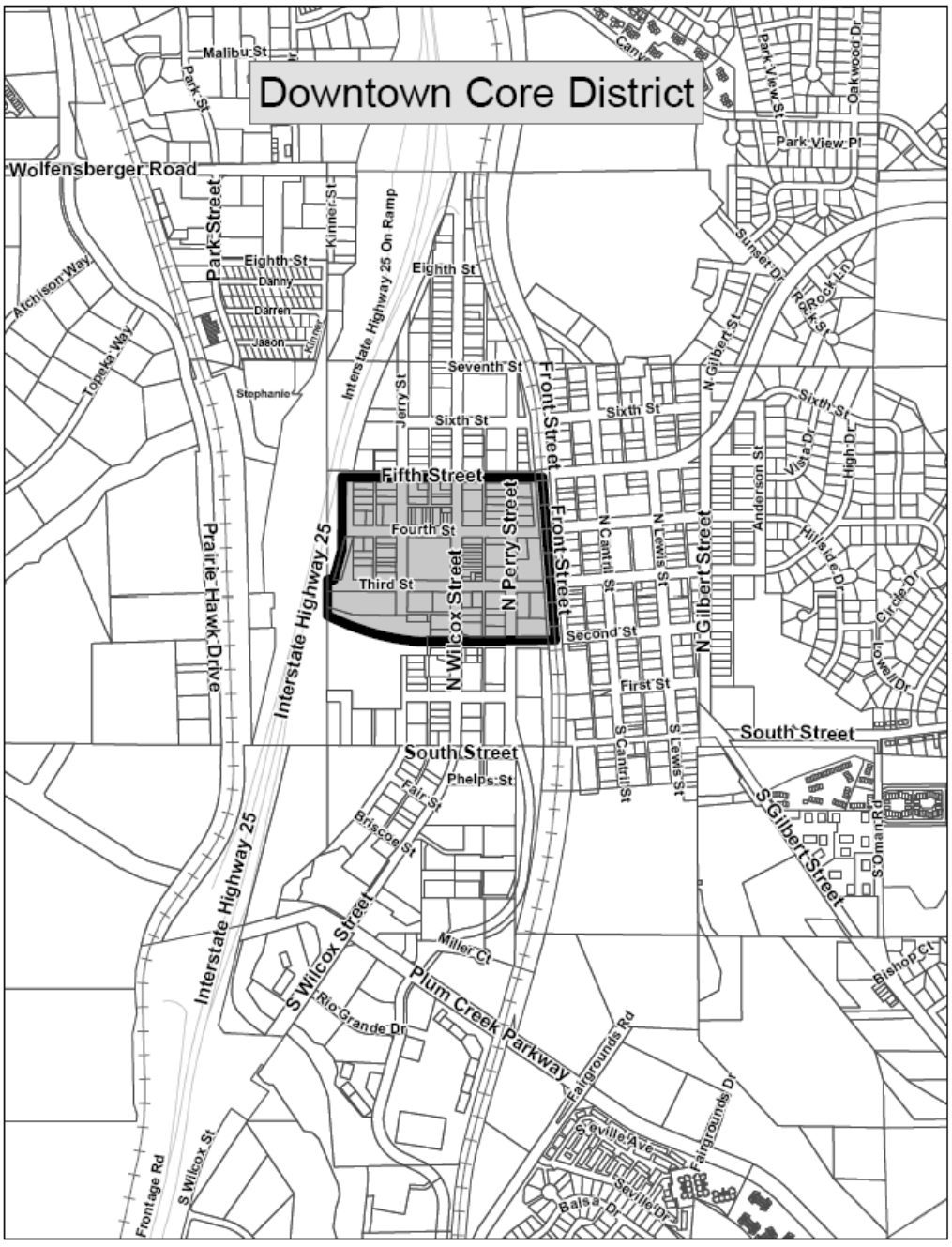
17.42.070 - Crown design and building height.

A. A building's crown design shall be reviewed by and is subject to approval of the Board based aesthetic design, conformity with the Downtown Master Plan, and the need to maintain appropriate view sheds. The crown of a building is defined as the area of the structure that is above the top floor, and may include angled roofs, decorative elements, towers and other similar construction.

B. Maximum building heights within the DOD are regulated as follows:

1. Downtown Core District: The Downtown Core District is defined as that area depicted on Figure 1 below.

Figure 1



a. Building height in the Downtown Core District is limited to four stories, with a maximum height of 60-feet. A building's crown cannot exceed the sixty-foot building height limitation.

2. North and South Districts: The North District is defined as the area depicted on Figure 2 below. The South District is defined as the area depicted on Figure 3 below.

Figure 2

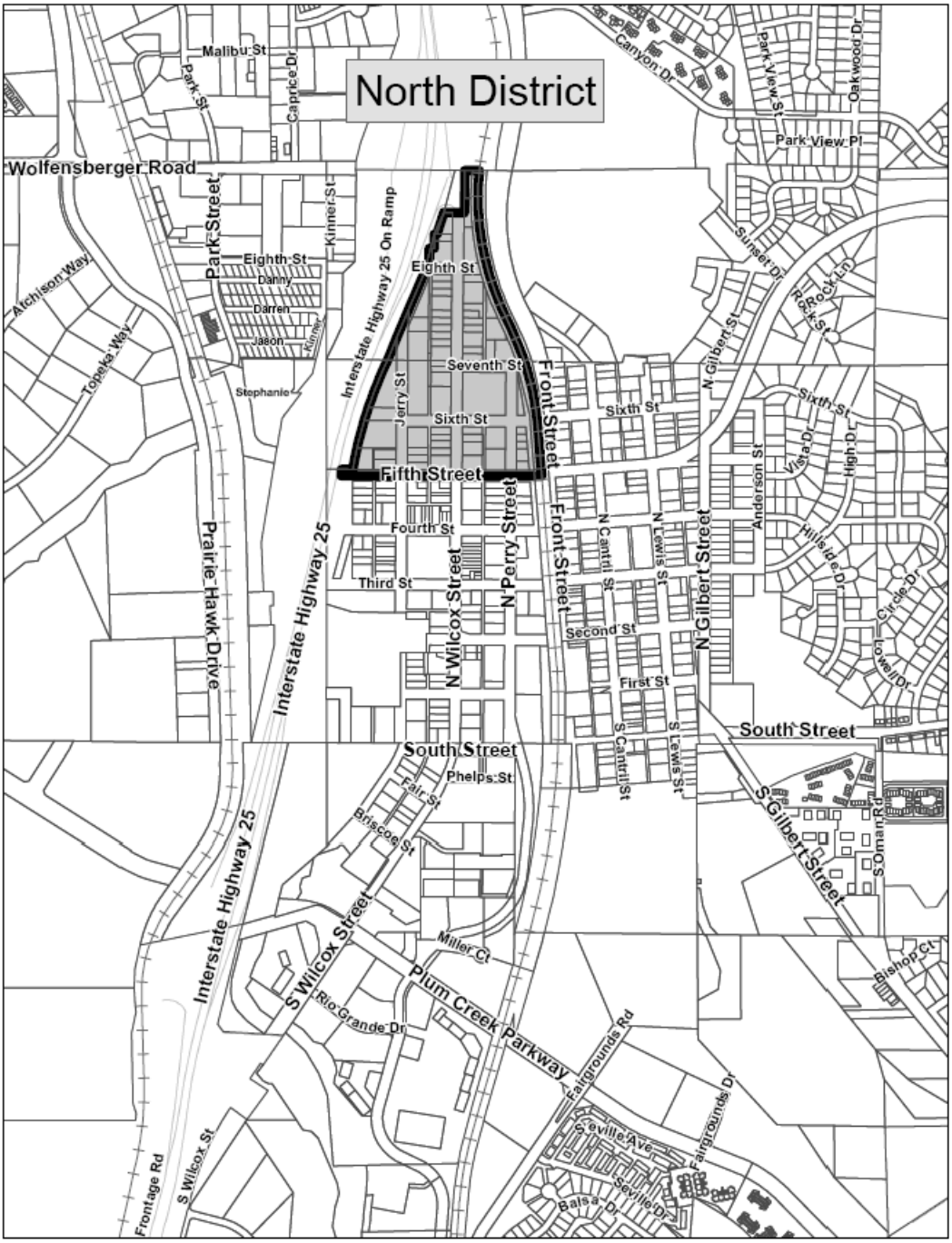
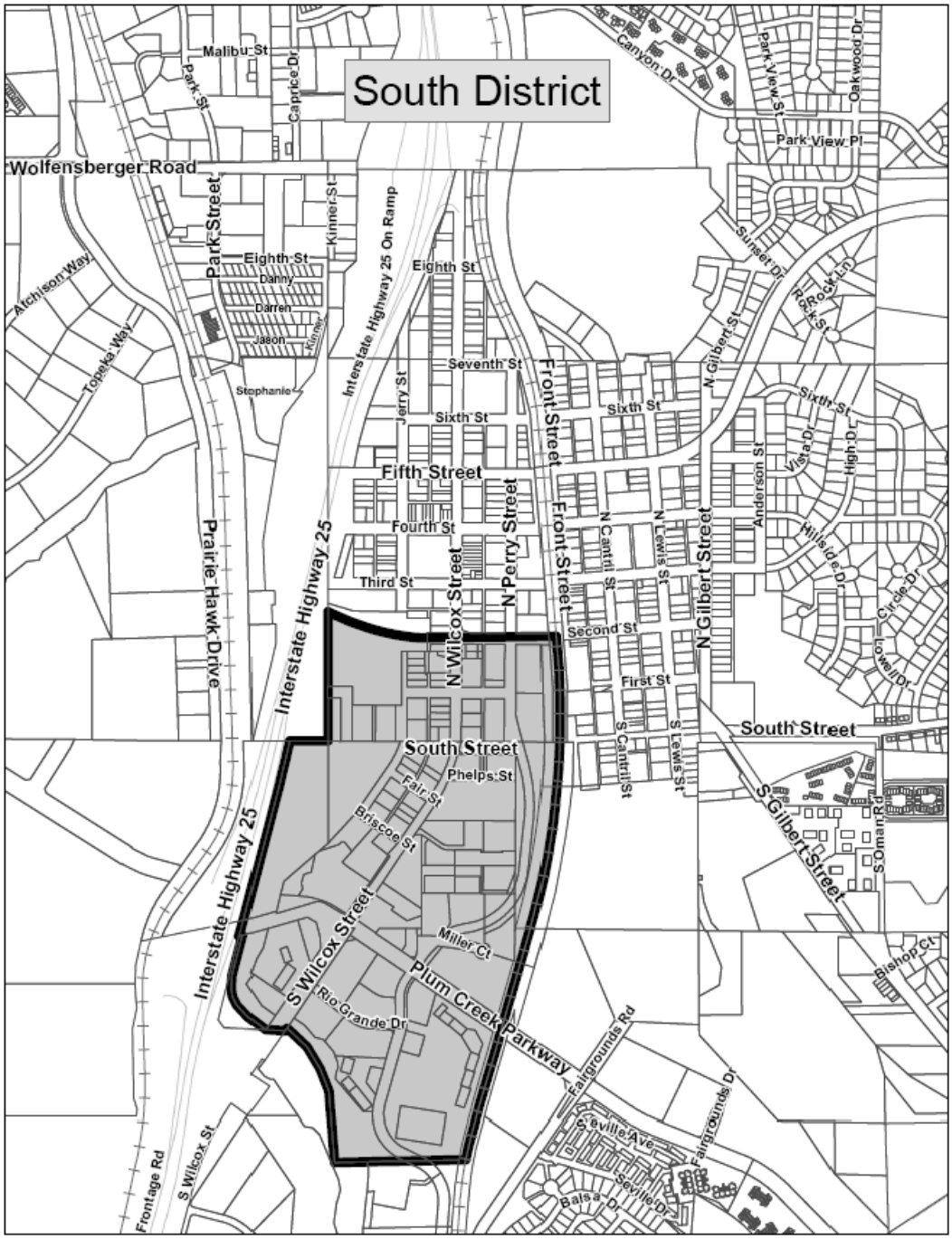


Figure 3



a. Building height in the North or South Districts is limited to six (6) stories, with no maximum height limitation.

C. A landowner may request one (1) additional floor (with the corresponding increase in building height) in the Downtown Core District, or two (2) additional floors in the North and South Districts through the Board. The Board, at its discretion, may grant an additional floor request after considering the following criteria:

1. Whether the project will incorporate design elements found in adjacent Landmark structures; and
2. The impacts of the increased building height on adjacent properties.

(Ord. 2012-18 §1)

(Ord. No. 2015-60, § 1, 1-5-2016)

17.42.080 - Design standards.

A. Prior to the issuance of a structural building permit within the DOD, all projects must be reviewed by the Board for compliance with the standards set forth in this Section.

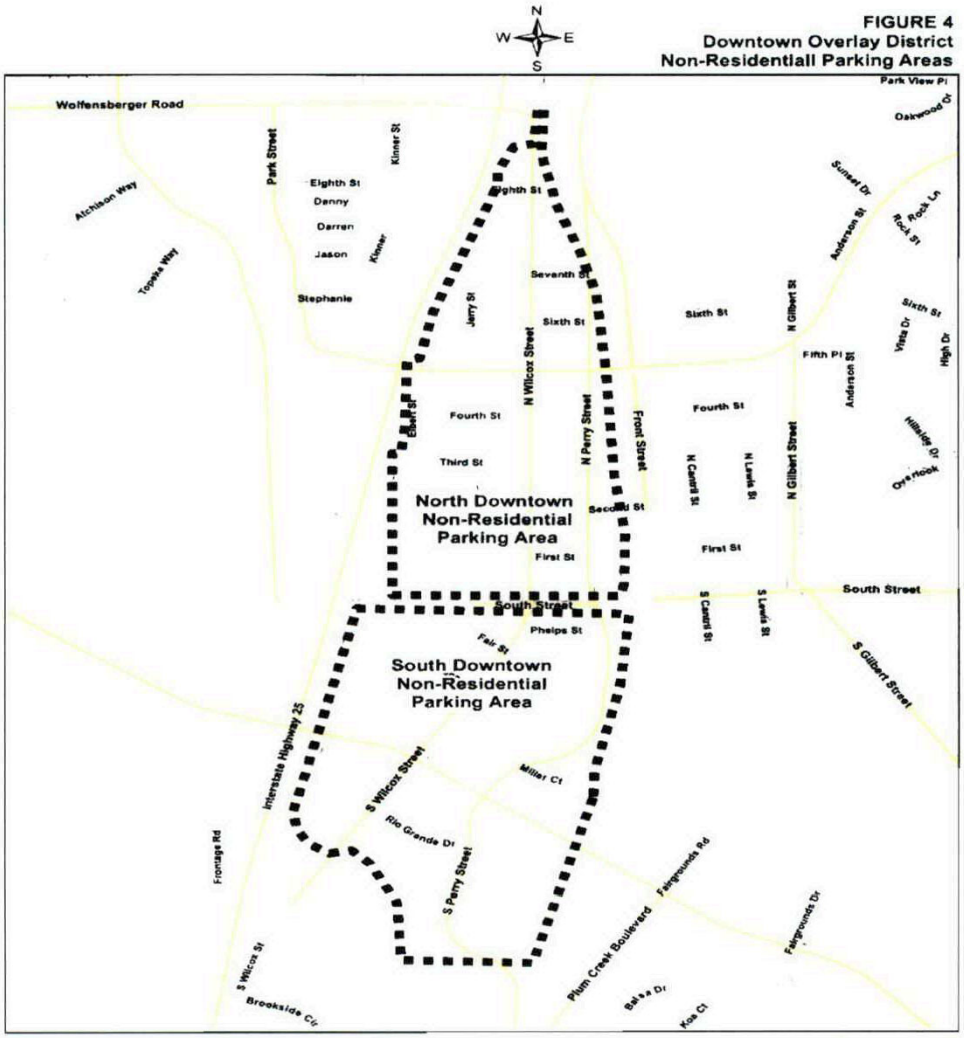
B. Projects within the DOD shall be reviewed on the following criteria. Guidance documents, such as Castle Rock Design (see Resolution No. 2003-64) and the Downtown Master Plan (see Resolution No. 2008-38), as amended from time to time, may be used as guidelines and aid in such review; provided, however, that, in the event of a conflict between the provisions of this chapter and the guidance documents, this chapter shall control.

1. Window or transparency. The main front elevation shall provide at least thirty-five percent (35%) window or transparency at the pedestrian level. Side elevations that face a public roadway shall provide at least thirty percent (30%) window or transparency at the pedestrian level. The window or transparency is measured in lineal fashion. (For example, a one hundred-foot long building elevation shall have at least thirty-five percent (35%) transparency in length.) The height of the glass or Plexiglas must be a minimum height of five (5) feet.
2. Accessory structures. The design of accessory structures should incorporate design elements of the primary structure and should not become a dominant feature on the property.
3. Rooftop equipment. All rooftop equipment shall be screened from view on all sides visible to the general public, by building parapet walls or other building elements that appear as integral elements of the overall building.
4. Service station. All service stations will be required to develop the site following a backwards service station design. This will require the convenience store to be located along the sidewalk/public roadway with pedestrian connectivity. The gas pump facilities shall be located on the side or rear of the project.
5. Outdoor storage, repair, rental and servicing areas shall be:
   a. Set back fifteen (15) feet from the front lot line;
   b. Screened by an opaque wall or fence with a height of ten (10) feet. An opaque wall or fence must completely screen the property beyond the fence and can include stockade fences or walls. Chain-link fences with slat, cloth or other similar measures are not considered to be opaque fences. An opaque berm and/or landscaping that provide the equivalent screening as a required opaque fence may be used.
6. Landscaping. All developments shall adhere to the following landscaping requirements with a focus on the pedestrian space and sidewalk areas. A landscaping plan will be required with all site plans, showing the proposed landscaping for the site. One (1) large canopy tree will be

required for every twenty-two (22) linear feet (on center) or one (1) small canopy tree will be required for every fifteen (15) linear feet (on center) of property fronting along a public roadway. The landscaping plan is subject to approval by Castle Rock Water and Public Works Departments. Routine tree maintenance, such as trimming, thinning, watering and, if necessary, tree replacement may be needed to ensure the quality of the streetscape. The following landscaping provisions include a ratio relationship between the number of plantings required, based upon the number of trees required. All shrubs plants must be a minimum size of five (5) gallons at planting and all flowering perennial plants must be a minimum of one (1) gallon at planting. For every required tree, a corresponding number of plantings or trees, from either Subparagraph a., b., or c., below, will be required for each site plan:

a. Shrubs: Five (5) per required tree.
b. Perennial plants: Seven (7) per required tree.
c. Trees: One (1) per required tree.

7. Parking Requirements:
    a. Parking requirements for the North Non-Residential Downtown Parking Area, as depicted on Figure 4 shall be as follows:
        i. One (1) parking space per five hundred (500) square feet of new construction. The first two thousand (2,000) square feet of new non-residential construction shall be exempt from parking requirements. Interior tenant finishes or remodels are exempt from this parking requirement.
        ii. Existing building square footage shall be excluded from the required parking calculation. Existing building square footage to be demolished shall be deducted from the new building square footage for parking calculations.
        iii. Hotel use shall comply with off-street parking standards set forth in Chapter 17.54.



b. Parking requirements for the South Non-Residential Downtown Parking Area shall be in accordance with the requirements set forth in Chapter 17.54.

c. No on-site parking is allowed on the side of a structure abutting a street, as determined by the Director.

8. Sidewalk requirements: All sidewalks must be designed and built to meet the Town's sidewalk construction and design regulations as set forth in the Transportation Design Criteria Manual.

a. All buildings will be required to have a minimum of one (1) sidewalk connection from a sidewalk located along a public roadway to the entrance of the primary structure.

(Ord. No. 2023-009, § 4, 4-4-2023; Ord. No. 2022-013, § 2, 7-5-2022; Ord. No. 2018-015, § 1, 5-15-2018; Ord. No. 2016-044, § 4.A., 12-6-2016; Ord. No. 2015-06, § 3, 2-17-2015; Ord. 2012-18 §1)

17.42.090 - Design Review Board.

A. The Design Review Board shall consist of seven (7) members appointed by the Town Council in accordance with Chapter 2.14 of this CRMC. The Design Review Board shall be comprised of:

(i) One (1) member from the Planning Commission;

(ii) Two (2) members from the Downtown Development Authority Board;

(iii) Two (2) members from the Historic Preservation Board; and

(iv) Two (2) property owners within the Downtown Development Authority boundary. Such property owners may not be members of the aforementioned boards.

B. Terms for each member of the Design Review Board shall be as follows:

1. Planning Commission representative - One-year term.
2. Downtown Development Authority representatives - One-year term.
3. Historic Preservation Board - One-year term.
4. Property owners with the Downtown Development Authority boundary - Two-year term.

If at any time a Design Review Board member loses his or her qualification for appointment, such member shall concurrently lose his or her seat on the Design Review Board.

C. Unless expressly modified in this Section 17.42.090, the Design Review Board shall serve in accordance with the provisions of Chapter 2.14 of this CRMC.

(Ord. No. 2016-011, § 1, 5-17-2016; Ord. No. 2015-04, § 7, 2-17-2015; Ord. 2012-18 §1)

17.42.100 - Powers and duties of Design Review Board.

The Board shall have the following powers and duties, all of which shall be exercised consistent with the purpose and intent of this Chapter:

A. Review all development applications that require a Site Development Plan—Downtown under Chapter 17.38 for compliance with this Chapter, including but not limited to setbacks (Section 17.42.060), building height and crown (Section 17.42.070), design standards (Section 17.42.080), outdoor display of merchandise in Section 17.52.150, accessory structures and uses, and variance requests.

1. With respect to any development application that requires a site development plan for the construction of a new structure or addition to a residential, commercial, or mixed-use property of equal to or greater than ten thousand (10,000) square feet, all actions taken by the Board shall be advisory in nature to the Town Council and, as such, are not binding upon the Town Council nor subject to judicial review.
2. With respect to any development application that requires a site development plan for the construction of a new structure or addition to a residential, commercial, or mixed-use property of less than ten thousand (10,000) square feet, all actions taken by the Board shall be final, subject only to the appeal process described in Section 17.42.110.D of this Code.
3. With respect to any development application for a minor or non-material amendment to a site development plan that has no significant impact, as determined by the Director, shall be processed administratively.

(Ord. No. 2025-009>, § 2, 2-18-2025; Ord. 2012-18 §1, 2012)

17.42.110 - Procedure for Board review, approval and appeal.

A. A Site Development Plan - Downtown shall be submitted in compliance with the Development Procedures Manual and application fees as defined in the Development Services Fee Schedule.

B. The Board shall hold a public hearing on all applications submitted under this Chapter. The public notice for such hearing shall be governed by Chapter 17.04 of this CRMC.

C. Except as otherwise provided in Section 17.42.100.A.1 of this Code, the Board shall approve, approve with conditions or deny an application based on the criteria in this Chapter and the review and approval criteria set forth in Section 17.38.040.

D. Except as otherwise provided in Section 17.42.100.A.1 of this Code, the applicant for a Site Development Plan - Downtown that is denied by the Design Review Board may appeal to the Town Council within thirty (30) days of the Board's action. The Town Council shall review and consider the Site Development Plan - Downtown following the notice and public hearing procedures in Chapter 17.04, CRMC and the review and approval criteria set forth in Section 17.38.040 and Chapter 17.42.

(Ord. No. 2025-009>, § 3, 2-18-2025; Ord. 2012-18 §1, 2012)

17.42.120 - Demolition requirement, process and removal of landmarking status.

Any application for a demolition permit within the DOD shall comply with the provisions and criteria set forth in Section 15.64.090, CRMC.

(Ord. 2012-18 §1, 2012)

17.42.130 - Violation and penalties.

A. No person shall violate any of the provisions of the ordinances of the Town, including the provisions of this Chapter. Except in cases where a different punishment is prescribed by any ordinance of the Town, any person who violates any of the provisions of the ordinances of the Town or this Chapter shall be punished by a fine of not more than one thousand dollars ($1,000.00) or by imprisonment not to exceed one (1) year, or by both such fine and imprisonment.

B. Each such person shall be guilty of a separate offense for each and every day during any portion of which any violation is committed, continued or permitted by any such person, and he or she shall be punished accordingly.

(Ord. 2012-18 §1, 2012)

810 N. WILCOX ST REZONING

TOWN COUNCIL
JULY 15, 2025

SITE LOCATION

BACKGROUND:

- Part of The Wilcox Addition Subdivision (1875)
- Zoned Q Petroleum PD In 1985
  - PD Allows For Automotive Repair, Gas Stations, Convenience Stores, Parking Lots, Offices, Restaurants
- Properties to the west, south and north are zoned Business/Commercial and are within the Downtown Overlay District

PROPOSED ZONING:

- Rezone property to business/commercial
- Downtown Overlay District would apply
- Allows for a wider variety of uses than currently allowed

- Prohibits some uses such as Automobile Repair
- Applies design standards that are appropriate for this downtown location

COMMUNITY OUTREACH AND FEEDBACK

Outreach Efforts

- 2 neighborhood meetings

Summary of Questions

- Questions concerning the potential SDP

Neighborhood Meetings		
Date	Format	Attendance
April 7, 2025	Virtual	3
July 7, 2025	Virtual	0

STAFF ANALYSIS

Staff finds the rezoning:

- Conforms to the Town Vision and the Comprehensive Master Plan
- Conforms to the Town's Downtown Masterplan
- Meets the review and approval criteria of the Municipal Code, Chapter 17.02.060

RECOMMENDATION

Planning Commission recommend approval of the rezoning of 810 N. Wilcox St. to Town Council by a vote of 6-0.

PROPOSED MOTIONS

Approval:
"I move to approve the Ordinance, as introduced by title."

Approve with Conditions:
"I move to approve the Ordinance, as introduced by title, with the following conditions_____."

Continue item (need more information):
"I move to continue this item to the Town Council meeting on {date} at 6pm, in order to provide more information on _____."

QUESTIONS AND DISCUSSION

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 17. **File #:** RES 2025-085

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Sandy Vossler, Senior Planner, Development Services

Resolution Finding that Certain Property, which is the Subject of a Petition for Annexation Submitted By ACM Dawson Trails VIII JV LLC and the Town of Castle Rock, is Eligible for Annexation Under Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S. (Territorial Road Annexation)

Executive Summary

The purpose of this staff report and Eligibility hearing is to demonstrate to Town Council that the proposed Territorial Road Annexation meets the State of Colorado requirements under the Municipal Annexation Act of 1965 (Act), and is eligible to be annexed to the Town of Castle Rock.

The Territorial Road Annexation consists of several parcels, totaling 4.7 acres, located within the Territorial Road ROW and adjacent to the Dawson Trails Planned Development and Twin Oaks, a subdivision in Douglas County (Figure 1 and Attachment A).

Included in this annexation are parcels owned by the Town and parcels owned by the Dawson Trails developer, ACM Dawson Trails VIII JV LLC (ACM Dawson Trails). The purpose of the annexation is two-fold. Annexation of the Town-owned parcels is part of a larger initiative to annex eligible Town-owned properties into the Town and to bring them under Town jurisdiction. The annexation of the parcels owned by ACM Dawson Trails VIII JV, LLC (ACM Dawson Trails) will bring them under Town jurisdiction and will integrate them into the adjacent Dawson Trails planning areas and zoning (Attachment C).
On June 3, 2025, Town Council found the Petition to be in Substantial Compliance with the applicable requirements of the Act and voted 7-0 to schedule the Eligibility hearing for Tuesday, July 15, 2025.

Staff finds that the proposed annexation meets the State of Colorado requirements of the Act, as detailed in the Analysis and Finding sections below, and recommends that Town Council approval of the Eligibility Resolution (Attachment B).

Budget Impact

The finding of eligibility does not have a financial impact or set any obligations for the Town. Financial impacts will be addressed through the annexation hearing process, the third and final step in the annexation process.

Staff Recommendation

Based on the findings above, the proposed annexation area meets the eligibility requirements of the Act, and staff recommends that Town Council approve the Resolution finding the property eligible for annexation.

Proposed Motion

"I move to approve the Resolution, as introduced by Title."

Attachments

Attachment A: Vicinity Map
Attachment B: Resolution
Attachment C: Annexation Petition and Map

Meeting Date: **July 17, 2025**

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Tara Vargish, PE, Director, Development Services
Sandy Vossler, Senior Planner, Development Services

Title: **[title to be inserted by Legal based on title of the resolution]** (Territorial Road Annexation, 4.7 acres)

Executive Summary

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The Territorial Road Annexation consists of several parcels, totaling 4.7 acres, located within the Territorial Road ROW and adjacent to the Dawson Trails Planned Development and Twin Oaks, a subdivision in Douglas County (Figure 1 and Attachment A).

Figure 1: Territorial Road Annexation Vicinity Map

Included in this annexation are parcels owned by the Town and parcels owned by the Dawson Trails developer, ACM Dawson Trails VIII JV LLC (ACM Dawson Trails). The purpose of the annexation is two-fold. Annexation of the Town-owned parcels is part of a larger initiative to annex eligible Town-owned properties into the Town and to bring them under Town jurisdiction. The annexation of the parcels owned by ACM Dawson Trails VIII JV, LLC (ACM Dawson Trails) will bring them under Town jurisdiction and will integrate them into the adjacent Dawson Trails planning areas and zoning (Attachment C).

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Staff finds that the proposed annexation meets the State of Colorado requirements of the Act, as detailed in the Analysis and Finding sections below, and recommends that Town Council approval of the Eligibility Resolution (Attachment B).

Background

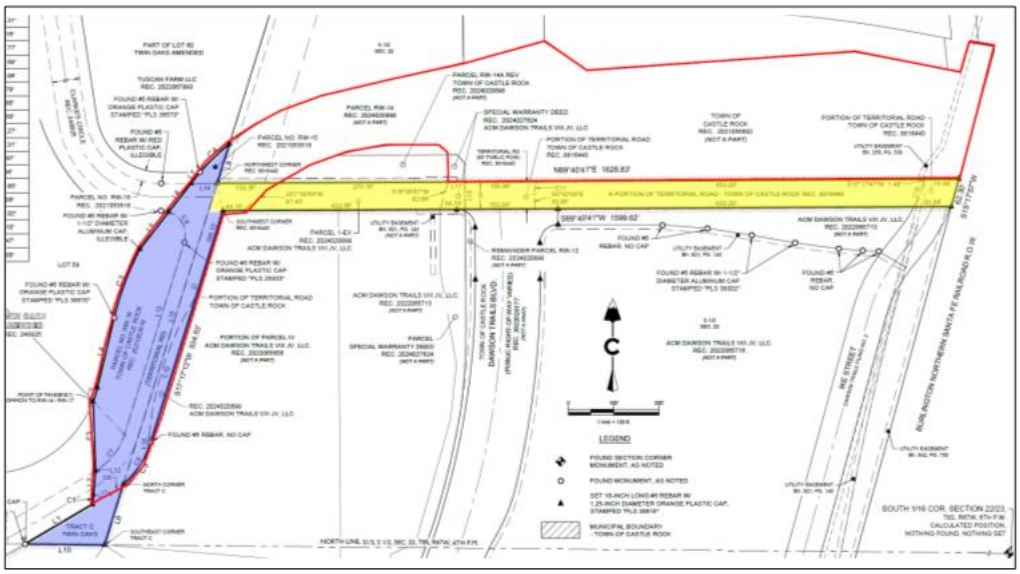


Figure 2: Parcels Proposed for Annexation and Crystal Valley Interchange

Most of the parcels proposed for annexation were originally included in the Territorial Road right-of-way (ROW) (Figure 2, shaded yellow). The remainder of the parcels (shaded blue) have been acquired by the Town in anticipation of the Crystal Valley Interchange (CVI) construction. Once the CVI alignment was determined (Figure 2, outlined in red), the Town and ACM Dawson Trail entered into swap agreement, approved by Town Council in 2023, and exchanged portions of the Territorial Road ROW and the adjacent Dawson Trails planning areas. As co-petitioners, both the Town and ACM Dawson Trails, are seeking to annex and zone their respective parcels.

Discussion

Process of Annexation

Annexation is a three-step process. In the first two steps, Substantial Compliance and Eligibility, Town Council determines whether an annexation request meets the statutory requirements for annexation, as established in the Colorado Revised Statutes, specifically the Municipal Annexation Act of 1965. In the third step, Town Council determines whether an annexation request complies with the Town's guiding documents and the Municipal Code, and whether the property should be annexed into the Town.

The annexation process is summarized as follows:

Step 1 - Substantial Compliance. Town Council determines if the annexation petition is in the prescribed form and contains the necessary statutory criteria. For example, in order to be compliant with the statutes, a finding must be made that the petitioners constitute more

than 50% of all the landowners and that the petitioners own more than 50% of the total area of the property, excluding certain public ownership. Town Council must also set a date, time and place for an Eligibility hearing.

The Substantial Compliance hearing was held on June 3, 2025 and Town Council voted 7-0 to approve Resolution No. 2025-070, finding the annexation petition to be in Substantial Compliance with the State requirements, and setting the Eligibility hearing for July 15, 2025.

Step 2 - Eligibility. After four consecutive weeks of public notice in a newspaper of general circulation, Town Council will determine if the statements (referred to as "allegations" in the statute) in the annexation petition are supportable and that the property is eligible for annexation under the Act. The Eligibility hearing must occur between 30 and 60 days after the Substantial Compliance approval and at least 30 days after the date of the 1st newspaper publication.

The Eligibility hearing scheduled for July 15th is 42 days after the Substantial Compliance hearing and is 33 days after the 1st newspaper publication on June 12th.

Step 3 - Annexation and Zoning. Once an annexation petition has been found to be both substantially compliant and eligible for annexation, the Annexation and Zoning hearings may be scheduled for Planning Commission and Town Council. Substantial Compliance and Eligibility determine whether the parcel ***can*** be annexed; this final step determines whether a parcel ***should*** be annexed.

Only after the annexation request is found to be Eligible can the Town proceed to Step 3 – Annexation and Zoning and hold hearings to determine whether the property should be annexed.

The Properties

The proposed Territorial Road Annexation is currently at Step 2 – Eligibility. The parcels include property that was the Territorial Road right-of-way (ROW), property that was acquired by the Town for the construction of the Crystal Valley Interchange and property that was platted and dedicated to the Town under the former Dawson Ridge Planned Development.

Notification and Outreach

Neighborhood Meetings

Neighborhood meetings were held on August 21, 2024 and April 14, 2025, for the purpose of discussing the parcels to be annexed. The attendees at both meetings were generally residents of Twin Oaks and Keene Ranch, adjacent subdivisions in Douglas County. Town staff discussed the reason for the annexation, the parcels included and how they would be zoned. There were no objections or concerns expressed about the annexation.

Public Notice

As required by the Act, the Town published notice of the Eligibility hearing in the Douglas County News Press for four consecutive weeks, prior to the Eligibility hearing date. The first publication occurred on June 12th, a minimum of 30 days prior to the Eligibility hearing date. Subsequent publications occurred on June 19th, June 26th and July 3rd.

The Town provided notice to all taxing authorities associated with the parcels proposed for annexation to include the Douglas County School District, Board of County Commissioners, law enforcement, library district, and Castle Rock Fire District and Cedar Hill Cemetery. An Annexation Impact Report was not required since the annexation area is under 10 acres, per the requirements of §31-12-108.5 C.R.S.

A minimum of 15 days prior to the Eligibility hearing, written public notices were sent to all property owners within 500 feet of the parcels, public notice signs were posted on the property, and public notices were published on the Town's website. Homeowner associations within ½ mile were also notified.

Analysis

The Eligibility Resolution presented does not commit the Town to approve the annexation, but only declares that the parcels, as shown on the annexation map, are eligible to be annexed. Town Council is required to set forth its findings of fact and conclusions based on the requirements found in §31-12-110 C.R.S., itemized below, and specifically addressed in the Findings section.

1. Whether or not the requirements of the applicable parts of §31-12-104 and 31-12-105 C.R.S. have been met,

2. Whether or not an election is required under §31-12-107(2) C.R.S., and

3. Whether or not additional terms and conditions have been imposed.

Findings

Staff recommends that Town Council accept and make findings that the following conditions are true and the requirements of §31-12-104 and 31-12-105 C.R.S. have been met for the proposed annexation:

1. Not less than one sixth (1/6) of the perimeter of the area to be annexed is contiguous with the existing boundaries of the Town of Castle Rock, Colorado.

   This is a true and accurate statement. The perimeter of the combined parcels to be annexed is 4,340.04 linear feet (LF). The 1/6th minimum requirement for contiguity is 723.34 LF. The actual contiguous perimeter is 898.99 LF, which exceeds the 1/6th minimum.

2. A community of interest exists between the areas proposed to be annexed and the Town of Castle Rock, Colorado.

   This is a true and accurate statement. All of the parcels owned by the Town of Castle Rock are either right-of-way, or intended to be used for future Town of Castle Rock ROW projects. Annexing the parcels to the Town are part of a larger effort to incorporate Town-owned property, wherever possible, to allow for the orderly development of the Town, enforcement of the Town Code and provision of emergency services.

   The parcels owned by ACM Dawson Trails are part of the Territorial Road ROW. The parcels will be integrated into the adjacent Dawson Trails Planning Areas and zoned under the Dawson Trails Planned Development and developed to Town standards.

3. The proposed areas to be annexed are urban or will be urbanized in the near future, and the area to be annexed is integrated with, or is capable of being integrated with the Town of Castle Rock, Colorado.

   This is a true and accurate statement. The parcels will be integrated in to the Town of Castle Rock and will be urbanized as Town ROW, or as mixed used development under the Dawson Trails Planned Development. Town services are capable of serving the annexed parcels.

4. In establishing the boundaries of the territory to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner(s) thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way.

   This is a true and accurate statement. The co-petitioners, the Town of Castle Rock and ACM Dawson Trails, own 100 percent of their respective land parcels proposed to be annexed. The petitioners have not provided any evidence that their land has been divided into separate tracts or parcels without their consent.

5. In establishing the boundaries of the area to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate, or two or more contiguous tracts or parcels of real estate, comprising 20 acres or more (together with the buildings and improvements situated thereon has a valuation for assessment in excess of $200,000.00 for ad valorem tax purposes for the year next preceding the annexation) is included in the proposed area and is included without the written consent of the landowners.

   This is a true and accurate statement. The Town of Castle Rock and ACM Dawson Trails are sole landowners of their respective properties proposed for annexation. As co-petitioners, both entities consent to the annexation. Further, the combined acreage of the parcels is less that 20 acres and there are no buildings or other improvements situated thereon.

6. No annexation proceedings have been commenced for the annexation of part of all of the property to another municipality.

   This statement is true and accurate. No annexation proceedings have commenced for all or part of the parcels, to be known as the Territorial Road Annexation, to be annexed to another municipality.

7. The territory proposed to be annexed has not been the subject of an election for annexation to the Town within the preceding twelve (12) months.

   This is a true and accurate statement. No annexation, no annexation petition and no annexation election have commenced or have been held in the preceding twelve (12) months relative to any of the parcels within the proposed annexation area.

8. The territory proposed to be annexed is not presently a part of any incorporated city, city and county or town.

   This is a true and accurate statement. The territory proposed for annexation is currently in unincorporated Douglas County.

9. The areas proposed for annexation will not result in the detachment of area from any school district, or the attachment of the same to another school district.

   This is a true and accurate statement. The proposed annexation area will remain in the Douglas County School District boundaries.

10. The areas proposed for annexation will not have the effect of extending the municipal boundary of the Town of Castle Rock, Colorado more than three miles in any direction from any point of such municipal boundary within one year.

    This is a true and accurate statement. None of the parcels proposed for annexation will extend the boundary of the Town of Castle Rock more than three miles in any direction.

11. In establishing the boundaries of the area for annexation, if a portion of a platted street or alley is to be annexed, the entire width of said street or alley have been included in the area to be annexed.

    This is a true and accurate statement. Where applicable, the entire width of street ROW is included in the area to be annexed.

12. No election is required.

    This is a true and accurate statement. The Town of Castle Rock has not received a petition from qualified electors requesting an annexation election, therefore, no election is required.

13. Additional terms or conditions will not be imposed.

    This is a true and accurate statement. No additional terms or conditions will be unilaterally imposed on the area proposed for annexation.

Budget Impact

The finding of eligibility does not have a financial impact or set any obligations for the Town. Financial impacts will be addressed through the annexation hearing process, the third and final step in the annexation process.

Staff Recommendation

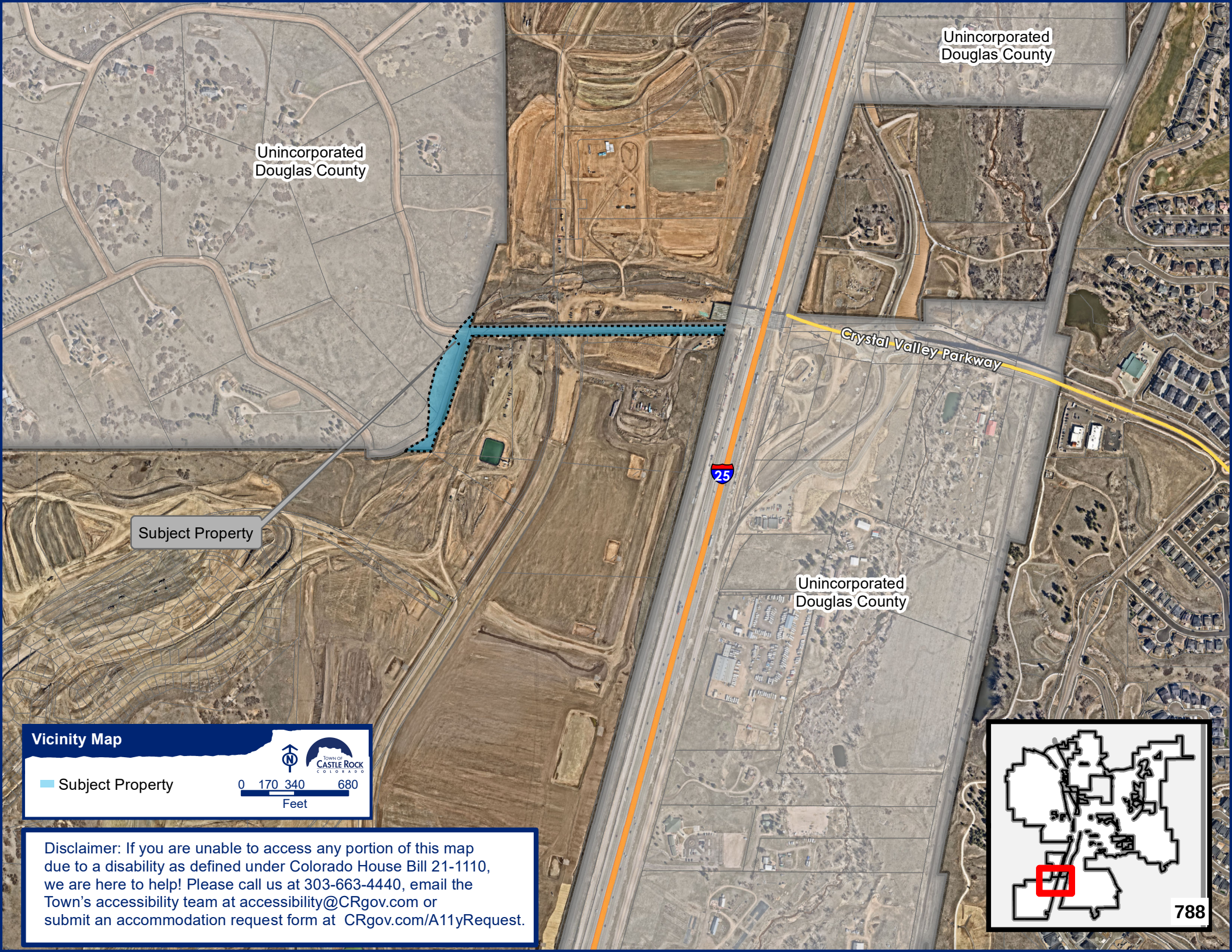
Based on the findings above, the proposed annexation area meets the eligibility requirements of the Act, and staff recommends that Town Council approve the Resolution finding the property eligible for annexation.

Proposed Motion

"I move to approve the Resolution, as introduced by Title."

Attachments

Attachment A: Vicinity Map
Attachment B: Resolution
Attachment C: Annexation Petition and Map



Vicinity Map

Subject Property

0 170 340 680
Feet

Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

RESOLUTION NO. 2025-085

A RESOLUTION FINDING THAT CERTAIN PROPERTY, WHICH IS THE SUBJECT A PETITION FOR ANNEXATION SUBMITTED BY ACM DAWSON TRAILS VIII JV LLC AND THE TOWN OF CASTLE ROCK, IS ELIGIBLE FOR ANNEXATION UNDER ARTICLE II, SECTION 30 OF THE COLORADO CONSTITUTION AND SECTIONS 31-12-104 AND 31-12-105, C.R.S. (Territorial Road Annexation)

WHEREAS, ACM Dawson Trails VIII JV LLC ("ACM") and the Town of Castle Rock (the "Town") have filed a joint petition (the "Petition") to annex multiple parcels of land, all as more particularly described in the Petition and the annexation map presented at tonight's meeting (collectively, the "Property"); and

WHEREAS, the Territorial Road Annexation consists of multiple parcels totaling 4.70 acres and located within the Territorial Road right-of-way and adjacent to the Dawson Trails Planned Development and Twin Oaks, a subdivision in unincorporated Douglas County; and

WHEREAS, the Property consists solely of right-of-way or of land that will be used solely as right-of-way; and

WHEREAS, the Petition: (i) formally requests that the Property be annexed to the Town; (ii) states that it is signed by ACM and the Town as the sole owners of the Property, and (iii) is, in fact, signed by ACM and the Town, all as required by Article II, Section 30(1)(b) of the Colorado Constitution; and

WHEREAS, on June 3, 2025, the Town Council adopted Resolution No. 2025-070, finding that the Petition is in substantial compliance with the requirements set forth in Article II, Section 30(1)(b) of the Colorado Constitution and §31-12-107(1), C.R.S.; and

WHEREAS, in addition, the Town Council set a date, time, and place for a hearing to determine whether the Property is eligible for annexation to the Town in accordance with the requirements of Article II, Section 30 of the Colorado Constitution and §§31-12-104 and 31-12-105, C.R.S., which hearing has been conducted at tonight's meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Findings.** The Town Council finds and determines that:

A. Not less than one sixth (1/6) of the perimeter of the Property is contiguous with the existing boundaries of the Town.

B. A community of interest exists between the Property and the Town.

C. The Property is urban or will be urbanized in the near future.

D. The Property is integrated with or is capable of being integrated with the Town.

E. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof unless such tracts or parcels are separated by a dedicated street, road or other public way.

F. In establishing the boundaries of the Property, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising twenty (20) acres or more (which, together with buildings and improvements situated thereon has a value for assessment in excess of $200,000.00 for ad valorem tax purposes for the year next preceding the annexation) is included in the Property, without the written consent of the landowners.

G. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.

H. The Property, or substantially the same area, has not been the subject of an election for annexation to the Town within the preceding twelve (12) months.

I. The Property is not presently a part of any incorporated city, city and county, or town.

J. The annexation of the Property will not result in the detachment of area from any school district and the attachment of the same to another school district.

K. The annexation of the Property will not have the effect of extending the municipal boundary of the Town more than three miles in any direction from any point of such municipal boundary within one year.

L. In establishing the boundaries of the Property, if a portion of a platted street or alley is to be annexed, the entire width of said street or alley has been included within the Property.

M. The owners of 100% of the Property have signed the Petition; accordingly, no election is required.

N. No additional terms or conditions will be unilaterally imposed on the Property.

Section 2. Eligibility. The Town Council further finds and determines that the Property is eligible for annexation to the Town in accordance with the requirements of Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S.

Section 3. Annexation to be Determined at a Later Date. The Town Council shall conduct a separate hearing on the annexation ordinance to determine whether such annexation is consistent with the Town's 2030 Comprehensive Master Plan and is otherwise a desirable addition

to the Town no later than one hundred eighty (180) days from the date of this Resolution, unless otherwise deferred with the consent of the Petitioner.

Section 4. **Effective Date**. This Resolution shall become effective on the date and at the time of its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025, by the Town Council of the Town of Castle Rock, Colorado on first and final reading by a vote of ____for and ____ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to Content:

_____
Tara Vargish, Director of Development Services

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PETITION FOR ANNEXATION TO THE TOWN OF CASTLE ROCK, COLORADO

The undersigned, each being a "Landowner" as defined in Section 31-12-103(6), C.R.S., hereby petition the Town of Castle Rock, Colorado (the "Town") for annexation of the following described property located in the County of Douglas, State of Colorado, and further state:

1. The legal description of the land which Landowners ACM Dawson Trails VIII JV LLC and the Town request to be annexed to the Town is attached hereto as ***Exhibit A***. (the "Property")

2. It is desirable and necessary that the Property be annexed to the Town.

3. The requirements of Article II, Section 30 of the Colorado Constitution have been met.

4. The following requirements of Section 31-12-104, C.R.S., exist or have been met:

   a. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the Town.

   b. A community of interest exists between the Property and the Town. The Property is urban or will be urbanized in the near future. Further, the Property is integrated with the Town.

5. None of the limitations provided in Section 31-12-105, C.R.S., are applicable and the requirements of that statute have been met because of the following:

   a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership.

   b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more, which together with the buildings and improvements situated thereon, has an assessed value in excess of $200,000 for an ad valorem tax purpose for the year preceding the annexation is included within the Property proposed to be annexed, without the written consent of the landowner or landowners thereof.

   c. No annexation proceedings have been commenced for annexation of any part of the Property by any other municipality.

   d. The entire width of all streets or alleys within the area to be annexed are included in the annexation.

   e. The annexation of the Property will not result in the detachment of any area from any school district or the attachment of same to another school district.

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f. Annexation by the Town of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley in the unincorporated area adjacent to the Property.

g. The annexation of the Property will not have the effect of extending a boundary of the Town more than three miles in any direction from any point of the Town boundary in the past 12 months.

6. The Property described in ***Exhibit A*** is owned solely by Landowners ACM Dawson Trails VIII JV LLC and the Town, as the annexing municipality. The respective interests of the Landowners in and to the Property are as depicted in the annexation boundary map attached hereto as ***Exhibit B***.

7. ACM Dawson Trails VIII JV LLC, and the Town, as Landowners, request that the Town Council approve the annexation of the Property to the Town.

8. This Petition is accompanied by four (4) copies of the annexation boundary map, which map is in the form required by Section 31-12-107(1)(d), C.R.S.

9. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

(remainder of page intentionally left blank)

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ACM DAWSON TRAILS VIII JV LLC,
a Delaware limited liability company, as Landowner

By: _____
Its: Authorized Representative

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was subscribed and sworn before me this 17th day of March, 2025, by Jake Schroeder as Authorized Representative for ACM Dawson Trails VIII JV LLC.

Witness my official hand and seal.
My commission expires: 7/24/2028.

(S E A L)

SAMUEL GOTTSEGEN
Notary Public
State of Colorado
Notary ID # 20244027871
My Commission Expires 7/24/2028

_____
Notary Public

ATTEST:

DS

TOWN OF CASTLE ROCK, as Landowner

DocuSigned by:
Lisa Anderson
_____
Lisa Anderson, Town Clerk

Signed by:
David L. Corliss
_____
David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:
Mike Hyman
_____
Michael J. Hyman, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was subscribed and sworn before me this 7.00 day of May, 2025, by David L. Corliss as Town Manager and Lisa Anderson as Town Clerk for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: 9/30/2028.

DS

DAN#20084033388-946082

(S E A L)

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2028

DocuSigned by:
_____
Notary Public

Docusign Envelope ID: AC305323-B31C-43B4-9960-E5AA5E60A4AF

AFFIDAVIT OF CIRCULATOR IN SUPPORT OF PETITION

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

Darcie Hartman, being first duly sworn, states as follows:

1. I have circulated the Petition for Annexation to the Town of Castle Rock as set forth herein.

2. I know the persons whose names are subscribed to the foregoing petition on behalf of the Landowners.

3. The signatures on the foregoing Petition were affixed in my presence and each signature is a true, genuine, and correct signature of the person it purports to be.

4. To the best of my knowledge and belief, the person whose names are affixed to the foregoing Petition are authorized to sign such document on behalf of the Landowners.

CIRCULATOR

By: The Town of Castle Rock
Name: DocuSigned by: Darcie Hartman 447DBBC7441F4EB...

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was subscribed and sworn before me this 7.00 day of May, 2025, by Darcie Hartman, as Petition Circulator.

Witness my official hand and seal.
My commission expires: 9/30/2028. DAN#20084033388-949081

(S E A L) SHANNON EKLUND NOTARY PUBLIC STATE OF COLORADO Notary ID: 20084033388 My commission expires 9/30/2028

DocuSigned by: Shannon Eklund 43F...
Notary Public

Docusign Envelope ID: AC305323-B31C-43B4-9960-E5AA5E60A4AF

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

A PARCEL OF LAND BEING TRACT C AND A PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS SHOWN ON TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972; THAT PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED AT RECEPTION NO. 8816440; PORTIONS OF PARCEL NO.'S RW-15, RW-16, AND RW-17 AS DESCRIBED BY THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021053518 AND THOSE TWO (2) PARCELS AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2024020899; ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR N 89°55'37" W, FROM THE SOUTH SIXTEENTH CORNER COMMON TO SECTIONS 21 & 22, BEING MONUMENTED BY A 1 INCH DIAMETER PIPE WITH A 2 INCH DIAMETER ALUMINUM CAP STAMPED "LS 6935 - 1988", TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 21, BEING MONUMENTED BY A BENT #6 REBAR, WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH SIXTEENTH CORNER COMMON TO SAID SECTIONS 21 AND 22, THENCE S 89° 28' 35" E, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22 AND ALONG THE SOUTH LINE OF SAID TWIN OAKS PLAT, A DISTANCE OF 651.86 FEET TO THE SOUTHWEST CORNER OF TRACT C, SAID TWIN OAKS PLAT, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS PLAT AND THE POINT OF BEGINNING;

THENCE N 59° 21' 57" E, ALONG THE COMMON LINE OF SAID TRACT C AND SAID TERRITORIAL ROAD, A DISTANCE OF 172.31 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 706.50 FEET, A CENTRAL ANGLE OF 01° 45' 31" AND AN ARC LENGTH OF 21.68 FEET, THE CHORD OF WHICH BEARS N 05° 37' 59" E, A DISTANCE OF 21.68 FEET;

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THENCE N 04° 45' 10" E, A DISTANCE OF 52.15 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT ON THE SOUTHERLY LINE OF SAID PARCEL NO. RW-17;

THENCE N 02° 03' 11" W, A DISTANCE OF 152.77 FEET TO THE COMMON CORNER OF SAID PARCEL NO. RW-17 AND SAID PARCEL NO. RW-16 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE WEST LINE OF SAID PARCEL NO. RW-16 THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 247.00 FEET, A CENTRAL ANGLE OF 07° 21' 55" AND AN ARC LENGTH OF 31.75 FEET, THE CHORD OF WHICH BEARS N 17° 12' 56" E, A DISTANCE OF 31.73 FEET;

2. N 13° 31' 59" E, A DISTANCE OF 157.59 FEET TO A POINT OF NON-TANGENT CURVATURE;

3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 665.00 FEET, A CENTRAL ANGLE OF 13° 57' 26" AND AN ARC LENGTH OF 161.99 FEET, THE CHORD OF WHICH BEARS N 20° 30' 42" E, A DISTANCE OF 161.59 FEET TO THE EASTERLY CORNER OF THE REMAINDER OF LOT 58, TWIN OAKS AMENDED, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 248925;

THENCE N 37° 58' 39" E, A DISTANCE OF 102.94 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL NO. RW-16, ALSO BEING A POINT ON THE SOUTH LINE OF CLARKES CIRCLE RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS PLAT;

THENCE N 37° 58' 39" E, A DISTANCE OF 79.79 FEET TO A POINT ON THE NORTH LINE OF SAID CLARKES CIRCLE, ALSO BEING A POINT ON THE SOUTH LINE OF SAID PARCEL NO. RW-15;

THENCE N 37° 58' 39" E, A DISTANCE OF 31.48 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL NO. RW-15 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID PARCEL RW-15 AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 560.00 FEET, A

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CENTRAL ANGLE OF 09° 08' 48" AND AN ARC LENGTH OF 89.40 FEET, THE CHORD OF WHICH BEARS N 46° 17' 31" E, A DISTANCE OF 89.30 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT, BEING THE NORTH CORNER OF SAID PARCEL NO. RW-15, AND BEING THE NORTHWEST CORNER OF PARCEL NO. RW-14, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2024020898, SAID DOUGLAS COUNTY RECORDS;

THENCE S 17° 17' 13" W, ALONG THE EAST LINE OF SAID TWIN OAKS PLAT AND ALONG THE COMMON LINE OF SAID PARCEL NO. RW-15 AND SAID PARCEL NO. RW-14, A DISTANCE OF 90.44 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL NO. RW-15, BEING THE NORTHEAST CORNER OF SAID CLARK'S CIRCLE RIGHT-OF-WAY AND NORTHWEST CORNER OF THAT PORTION OF SAID TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 8816440;

THENCE N 89° 40' 41" E, ALONG THE NORTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, A DISTANCE OF 1628.83 FEET TO A POINT ON THE WEST LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15° 17' 57" W, ALONG SAID WEST LINE, A DISTANCE OF 62.30 FEET TO A POINT ON THE SOUTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 8816440;

THENCE S 89° 40' 41" W, ALONG THE SOUTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, A DISTANCE OF 1599.62 FEET TO THE SOUTHWEST CORNER OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, ALSO BEING A POINT ON THE EASTERLY LINE OF THAT PORTION OF TERRITORIAL ROAD, AS SHOWN ON SAID TWIN OAKS PLAT, ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2022065656, SAID DOUGLAS COUNTY RECORDS;

THENCE ALONG THE COMMON LINE OF SAID PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY AND ALONG THE WEST LINE OF SAID SPECIAL WARRANTY DEED, THE FOLLOWING TWO (2) COURSES:

1. S 17° 17' 13" W, A DISTANCE OF 534.53 FEET TO A POINT OF CURVATURE;

2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 31° 52' 19" AND AN ARC LENGTH OF 110.69 FEET,

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THE CHORD OF WHICH BEARS S33°13'23"W, A DISTANCE OF 109.26 FEET TO THE NORTH CORNER OF SAID TRACT C;

THENCE S 17° 17' 13" W, ALONG THE EAST LINE OF SAID TRACT C, A DISTANCE OF 139.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C;

THENCE N 89° 28' 35" W, ALONG THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 174.31 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL AREA OF 204,543 SQUARE FEET OR 4.696 ACRES, MORE OR LESS.

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EXHIBIT B
ANNEXATION BOUNDARY MAP
(see attached)

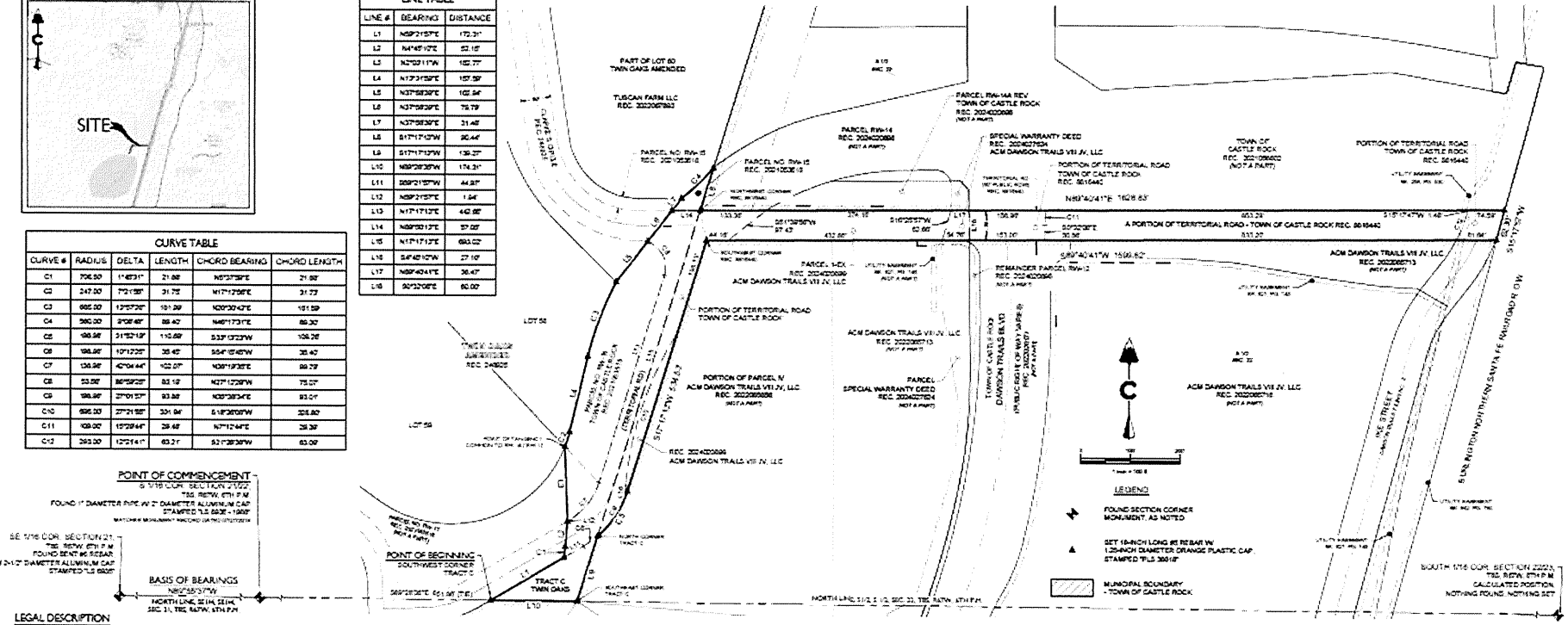
TERRITORIAL ROAD ANNEXATION MAP

SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF DOUGLAS, STATE OF COLORADO

VICINITY MAP
1" = 2000'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N59°21'57"E	172.31'
L2	N4°45'10"E	52.15'
L3	N37°03'11"W	165.77'
L4	N17°31'50"E	157.59'
L5	N37°58'39"E	102.94'
L6	N37°58'39"E	79.79'
L7	N37°58'39"E	31.46'
L8	S17°17'13"W	90.44'
L9	S17°17'13"W	139.27'
L10	N89°28'39"W	174.31'
L11	S59°21'57"W	44.87'
L12	N59°21'57"E	1.04'
L13	N17°17'13"E	442.66'
L14	N89°59'13"E	57.05'
L15	N17°17'13"E	693.02'
L16	S4°45'10"W	27.10'
L17	N89°40'41"E	36.47'
L18	90°32'08"E	60.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	706.50'	1°48'31"	21.88'	N5°37'58"E	21.88'
C2	247.00'	7°21'58"	31.75'	N17°12'56"E	31.73'
C3	695.00'	12°57'20"	161.29'	N20°30'43"E	161.59'
C4	580.00'	9°08'48"	88.42'	N46°17'31"E	88.30'
C5	186.56'	31°52'19"	112.69'	S33°13'23"W	108.26'
C6	186.56'	10°12'25"	33.42'	S54°18'46"W	33.42'
C7	130.56'	42°04'44"	102.07'	N38°19'35"E	99.79'
C8	53.56'	86°59'20"	83.12'	N27°12'39"W	75.07'
C9	186.56'	27°01'57"	93.84'	N35°28'34"E	93.01'
C10	695.00'	27°21'58"	331.94'	S18°26'09"W	328.80'
C11	109.00'	15°29'44"	29.48'	N7°12'44"E	29.39'
C12	293.00'	12°53'41"	65.21'	S2°13'38"W	65.08'



LEGAL DESCRIPTION

A PARCEL OF LAND BEING TRACT C AND A PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS SHOWN ON TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 181972; THAT PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED AT RECEPTION NO. 8616440; PORTIONS OF PARCEL NO. 5 RW-15, RW-16, AND RW-17 AS DESCRIBED BY THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021053516 AND THOSE TWO (2) PARCELS AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2024020656, ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR N 89°55'37" W, FROM THE SOUTH SIXTEENTH CORNER COMMON TO SECTIONS 21 & 22, BEING MONUMENTED BY A 1 INCH DIAMETER PIPE WITH A 2 INCH DIAMETER ALUMINUM CAP STAMPED "LS 6935 - 1998", TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 21, BEING MONUMENTED BY A SENT #6 REBAR, WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH SIXTEENTH CORNER COMMON TO SAID SECTIONS 21 AND 22; THENCE S 89° 28' 39" E, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22 AND ALONG THE SOUTH LINE OF SAID TWIN OAKS PLAT, A DISTANCE OF 661.96 FEET TO THE SOUTHWEST CORNER OF TRACT C, SAID TWIN OAKS PLAT, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS PLAT AND THE POINT OF BEGINNING;

THENCE N 59° 21' 57" E, ALONG THE COMMON LINE OF SAID TRACT C AND SAID TERRITORIAL ROAD, A DISTANCE OF 172.31 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 706.50 FEET, A CENTRAL ANGLE OF 01° 48' 31" AND AN ARC LENGTH OF 21.88 FEET, THE CHORD OF WHICH BEARS N 05° 37' 58" E, A DISTANCE OF 21.88 FEET;

THENCE N 04° 45' 10" E, A DISTANCE OF 52.15 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT ON THE SOUTHERLY LINE OF SAID PARCEL NO. RW-17;

THENCE N 22° 03' 11" W, A DISTANCE OF 152.77 FEET TO THE COMMON CORNER OF SAID PARCEL NO. RW-17 AND SAID PARCEL NO. RW-16 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE WEST LINE OF SAID PARCEL NO. RW-16 THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 247.00 FEET, A CENTRAL ANGLE OF 07° 21' 58" AND AN ARC LENGTH OF 31.75 FEET, THE CHORD OF WHICH BEARS N 17° 12' 56" E, A DISTANCE OF 31.73 FEET;
2. N 13° 31' 59" E, A DISTANCE OF 157.59 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 695.00 FEET, A CENTRAL ANGLE OF 13° 57' 20" AND AN ARC LENGTH OF 161.59 FEET, THE CHORD OF WHICH BEARS N 20° 30' 43" E, A DISTANCE OF 161.59 FEET TO THE EASTERLY CORNER OF THE REMAINDER OF LOT 58, TWIN OAKS AMENDED, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 246825;

THENCE N 37° 58' 39" E, A DISTANCE OF 102.94 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL NO. RW-16, ALSO BEING A POINT ON THE SOUTH LINE OF CLARKES CIRCLE RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS PLAT;

THENCE N 37° 58' 39" E, A DISTANCE OF 79.79 FEET TO A POINT ON THE NORTH LINE OF SAID CLARKES CIRCLE, ALSO BEING A POINT ON THE SOUTH LINE OF SAID PARCEL NO. RW-15;

LEGAL DESCRIPTION (CONTINUED)

THENCE N 37° 58' 39" E, A DISTANCE OF 31.46 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL NO. RW-15 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID PARCEL RW-15 AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 09° 08' 48" AND AN ARC LENGTH OF 89.40 FEET, THE CHORD OF WHICH BEARS N 46° 17' 31" E, A DISTANCE OF 89.30 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT, BEING THE NORTH CORNER OF SAID PARCEL NO. RW-15, AND BEING THE NORTHWEST CORNER OF PARCEL NO. RW-14, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2024020656, SAID DOUGLAS COUNTY RECORDS;

THENCE S 17° 17' 13" W, ALONG THE EAST LINE OF SAID TWIN OAKS PLAT AND ALONG THE COMMON LINE OF SAID PARCEL NO. RW-15 AND SAID PARCEL NO. RW-14, A DISTANCE OF 90.44 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL NO. RW-15, BEING THE NORTHEAST CORNER OF SAID CLARKES CIRCLE RIGHT-OF-WAY AND NORTHWEST CORNER OF THAT PORTION OF SAID TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 8616440;

THENCE N 89° 40' 41" E, ALONG THE NORTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, A DISTANCE OF 1628.63 FEET TO A POINT ON THE WEST LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15° 17' 57" W, ALONG SAID WEST LINE, A DISTANCE OF 62.30 FEET TO A POINT ON THE SOUTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 8616440;

THENCE S 89° 40' 41" W, ALONG THE SOUTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, A DISTANCE OF 1586.62 FEET TO THE SOUTHWEST CORNER OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, ALSO BEING A POINT ON THE EASTERLY LINE OF THAT PORTION OF TERRITORIAL ROAD, AS SHOWN ON SAID TWIN OAKS PLAT, ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2022060656, SAID DOUGLAS COUNTY RECORDS;

THENCE ALONG THE COMMON LINE OF SAID PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY AND ALONG THE WEST LINE OF SAID SPECIAL WARRANTY DEED, THE FOLLOWING TWO (2) COURSES:

1. S 17° 17' 13" W, A DISTANCE OF 534.53 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 186.56 FEET, A CENTRAL ANGLE OF 31° 52' 19" AND AN ARC LENGTH OF 112.69 FEET, THE CHORD OF WHICH BEARS S 33° 13' 23" W, A DISTANCE OF 108.26 FEET TO THE NORTH CORNER OF SAID TRACT C;

THENCE S 17° 17' 13" W, ALONG THE EAST LINE OF SAID TRACT C, A DISTANCE OF 139.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C;

THENCE N 89° 28' 39" W, ALONG THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 174.31 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL AREA OF 204,543 SQUARE FEET OR 4.696 ACRES, MORE OR LESS.

CONTIGUITY STATEMENT

TOTAL ACREAGE OF ANNEXATION BOUNDARY = 4.696 ACRES

PERIMETER OF BOUNDARY	= 5,393.85 FEET
1/6 OF PERIMETER BOUNDARY	= 898.98 FEET
CONTIGUITY WITH TOWN BOUNDARY	= 4,339.98 FEET

TOWN COUNCIL APPROVAL

THIS ANNEXATION MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO,

ON THE DAY OF _____, 20__.

_____ _____
MAYOR DATE

ATTEST:

_____ _____
TOWN CLERK DATE

SURVEYOR'S CERTIFICATE

I, JEFFREY C. ANTON, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE TOWN OF CASTLE ROCK, COLORADO IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION MAP COMPLIED WITH THE COLORADO STATE STATUTES AND THE TOWN OF CASTLE ROCK, COLORADO CODES PERTAINING THERETO.

_____
JEFFREY C. ANTON
PROFESSIONAL LAND SURVEYOR COLORADO REG. NO. 38918
FOR AND ON BEHALF OF CORE CONSULTANTS, INC.

NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ACTION BE TAKEN BASED UPON ANY DEFECT IN THIS SURVEY MORE THAN TEN (10) YEARS AFTER THE DATE OF THE SURVEY CERTIFICATION SHOWN HEREON.

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS ANNEXATION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY

AT _____ __M. ON THE ____ DAY OF _____, 20__, AT RECEPTION NO. _____

DOUGLAS COUNTY CLERK AND RECORDER

BY: _____

_____
DEPUTY

ENGINEER AND SURVEYOR
CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
(303) 703-4444

CORE
LAND DEVELOPMENT
DESIGN
PUBLIC INFRASTRUCTURE

TERRITORIAL ROAD ANNEXATION MAP
SEC. 22, T8S, R67W, 6TH P.M.
COUNTY OF DOUGLAS, COLORADO

DATE: 2022/08
DRAWN BY: K.B.
CHECKED BY: J.C.A.
JOB NO. 20-224
SHEET 1 OF 1

Docusign Envelope ID: AC305323-B31C-43B4-9960-E5AA5E60A4AF

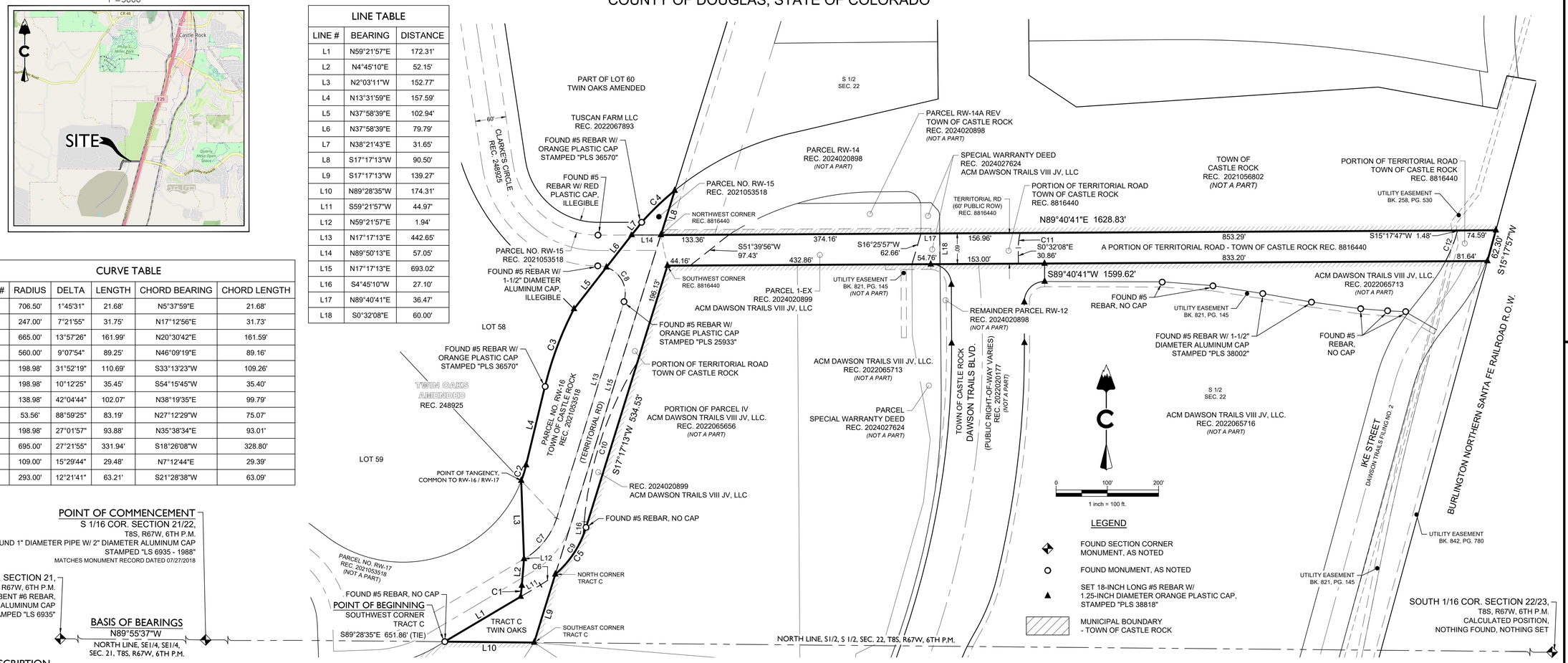
TERRITORIAL ROAD ANNEXATION MAP

SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO

VICINITY MAP
1"=5000'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N59°21'57"E	172.31'
L2	N4°45'10"E	52.15'
L3	N2°03'11"W	152.77'
L4	N13°31'59"E	157.59'
L5	N37°58'39"E	102.94'
L6	N37°58'39"E	79.79'
L7	N38°21'43"E	31.65'
L8	S17°17'13"W	90.50'
L9	S17°17'13"W	139.27'
L10	N89°28'35"W	174.31'
L11	S59°21'57"W	44.97'
L12	N59°21'57"E	1.94'
L13	N17°17'13"E	442.65'
L14	N89°50'13"E	57.05'
L15	N17°17'13"E	693.02'
L16	S4°45'10"W	27.10'
L17	N89°40'41"E	36.47'
L18	S0°32'08"E	60.00'

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	706.50'	1°45'31"	21.68'	N5°37'59"E	21.68'
C2	247.00'	7°21'55"	31.75'	N17°12'56"E	31.73'
C3	665.00'	13°57'26"	161.99'	N20°30'42"E	161.59'
C4	560.00'	9°07'54"	89.25'	N46°09'19"E	89.16'
C5	198.98'	31°52'19"	110.69'	S33°13'23"W	109.26'
C6	198.98'	10°12'25"	35.45'	S54°15'45"W	35.40'
C7	138.98'	42°04'44"	102.07'	N38°19'35"E	99.79'
C8	53.56'	88°59'25"	83.19'	N27°12'29"W	75.07'
C9	198.98'	27°01'57"	93.88'	N35°38'34"E	93.01'
C10	695.00'	27°21'55"	331.94'	S18°26'08"W	328.80'
C11	109.00'	15°29'44"	29.48'	N7°12'44"E	29.39'
C12	293.00'	12°21'41"	63.21'	S21°28'38"W	63.09'



LEGAL DESCRIPTION

A PARCEL OF LAND BEING TRACT C AND A PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS SHOWN ON TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972; THAT PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN THAT QUIT CLAIM DEED RECORDED AT RECEPTION NO. 8816440; PORTIONS OF PARCEL NO.'S RW-15, RW-16, AND RW-17 AS DESCRIBED BY THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2021053518 AND THOSE TWO (2) PARCELS AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2024020899; ALL IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTH HALF OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED UPON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING ASSUMED TO BEAR N 89°55'37" W, FROM THE SOUTH SIXTEENTH CORNER COMMON TO SECTIONS 21 & 22, BEING MONUMENTED BY A 1 INCH DIAMETER PIPE WITH A 2 INCH DIAMETER ALUMINUM CAP STAMPED "LS 6935 - 1988", TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 21, BEING MONUMENTED BY A BENT #6 REBAR, WITH A 2-1/2 INCH DIAMETER ALUMINUM CAP STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTH SIXTEENTH CORNER COMMON TO SAID SECTIONS 21 AND 22, THENCE S 89° 28' 35" E, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22 AND ALONG THE SOUTH LINE OF SAID TWIN OAKS PLAT, A DISTANCE OF 651.86 FEET TO THE SOUTHWEST CORNER OF TRACT C, SAID TWIN OAKS PLAT, ALSO BEING A POINT ON THE SOUTHEASTERLY LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS PLAT AND THE POINT OF BEGINNING;

THENCE N 59° 21' 57" E, ALONG THE COMMON LINE OF SAID TRACT C AND SAID TERRITORIAL ROAD, A DISTANCE OF 172.31 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 706.50 FEET, A CENTRAL ANGLE OF 01° 45' 31" AND AN ARC LENGTH OF 21.68 FEET, THE CHORD OF WHICH BEARS N 05° 37' 59" E, A DISTANCE OF 21.68 FEET;

THENCE N 04° 45' 10" E, A DISTANCE OF 52.15 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT ON THE SOUTHERLY LINE OF SAID PARCEL NO. RW-17;

THENCE N 02° 03' 11" W, A DISTANCE OF 152.77 FEET TO THE COMMON CORNER OF SAID PARCEL NO. RW-17 AND SAID PARCEL NO. RW-16 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE WEST LINE OF SAID PARCEL NO. RW-16 THE FOLLOWING THREE (3) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 247.00 FEET, A CENTRAL ANGLE OF 07° 21' 55" AND AN ARC LENGTH OF 31.75 FEET, THE CHORD OF WHICH BEARS N 17° 12' 56" E, A DISTANCE OF 31.73 FEET;
2. N 13° 31' 59" E, A DISTANCE OF 157.59 FEET TO A POINT OF NON-TANGENT CURVATURE;
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 665.00 FEET, A CENTRAL ANGLE OF 13° 57' 26" AND AN ARC LENGTH OF 161.99 FEET, THE CHORD OF WHICH BEARS N 20° 30' 42" E, A DISTANCE OF 161.59 FEET TO THE EASTERLY CORNER OF THE REMAINDER OF LOT 58, TWIN OAKS AMENDED, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 248925;

THENCE N 37° 58' 39" E, A DISTANCE OF 102.94 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL NO. RW-16, ALSO BEING A POINT ON THE SOUTH LINE OF CLARKE'S CIRCLE RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS PLAT;

THENCE N 37° 58' 39" E, A DISTANCE OF 79.79 FEET TO A POINT ON THE NORTH LINE OF SAID CLARKE'S CIRCLE, ALSO BEING A POINT ON THE SOUTH LINE OF SAID PARCEL NO. RW-15;

LEGAL DESCRIPTION (CONTINUED)

THENCE N 38° 21' 43" E, A DISTANCE OF 31.65 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL NO. RW-15 AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE NORTH LINE OF SAID PARCEL RW-15 AND ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 09° 07' 54" AND AN ARC LENGTH OF 89.25 FEET, THE CHORD OF WHICH BEARS N 46° 09' 19" E, A DISTANCE OF 89.16 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT, BEING THE NORTH CORNER OF SAID PARCEL NO. RW-15, AND BEING THE NORTHWEST CORNER OF PARCEL NO. RW-14, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2024020898, SAID DOUGLAS COUNTY RECORDS;

THENCE S 17° 17' 13" W, ALONG THE EAST LINE OF SAID TWIN OAKS PLAT AND ALONG THE COMMON LINE OF SAID PARCEL NO. RW-15 AND SAID PARCEL NO. RW-14, A DISTANCE OF 90.50 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL NO. RW-15, BEING THE NORTHEAST CORNER OF SAID CLARK'S CIRCLE RIGHT-OF-WAY AND NORTHWEST CORNER OF THAT PORTION OF SAID TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 8816440;

THENCE N 89° 40' 41" E, ALONG THE NORTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, A DISTANCE OF 1628.83 FEET TO A POINT ON THE WEST LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;

THENCE S 15° 17' 57" W, ALONG SAID WEST LINE, A DISTANCE OF 62.30 FEET TO A POINT ON THE SOUTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 8816440;

THENCE S 89° 40' 41" W, ALONG THE SOUTH LINE OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, A DISTANCE OF 1599.62 FEET TO THE SOUTHWEST CORNER OF SAID PORTION OF TERRITORIAL ROAD RIGHT-OF-WAY, ALSO BEING A POINT ON THE EASTERLY LINE OF THAT PORTION OF TERRITORIAL ROAD, AS SHOWN ON SAID TWIN OAKS PLAT, ALSO BEING THE NORTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT SPECIAL WARRANTY DEED RECORDED AT RECEPTION NO. 2022065656, SAID DOUGLAS COUNTY RECORDS;

THENCE ALONG THE COMMON LINE OF SAID PORTION OF THE TERRITORIAL ROAD RIGHT-OF-WAY AND ALONG THE WEST LINE OF SAID SPECIAL WARRANTY DEED, THE FOLLOWING TWO (2) COURSES:

1. S 17° 17' 13" W, A DISTANCE OF 534.53 FEET TO A POINT OF CURVATURE;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 31° 52' 19" AND AN ARC LENGTH OF 110.69 FEET, THE CHORD OF WHICH BEARS S33°13'23"W, A DISTANCE OF 109.26 FEET TO THE NORTH CORNER OF SAID TRACT C;

THENCE S 17° 17' 13" W, ALONG THE EAST LINE OF SAID TRACT C, A DISTANCE OF 139.27 FEET TO THE SOUTHEAST CORNER OF SAID TRACT C;

THENCE N 89° 28' 35" W, ALONG THE SOUTH LINE OF SAID TRACT C, A DISTANCE OF 174.31 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL AREA OF 204,745 SQUARE FEET OR 4.700 ACRES, MORE OR LESS.

CONTIGUITY STATEMENT

TOTAL ACREAGE OF ANNEXATION BOUNDARY = 4.700 ACRES

PERIMETER OF BOUNDARY	= 5,393.93 FEET
1/6 OF PERIMETER BOUNDARY	= 898.99 FEET
CONTIGUITY WITH TOWN BOUNDARY	= 4,340.04 FEET

TOWN COUNCIL APPROVAL

THIS ANNEXATION MAP WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO,

ON THE DAY OF_____, 20__.

_____ _____
MAYOR DATE

ATTEST:

_____ _____
TOWN CLERK DATE

SURVEYOR'S CERTIFICATE

I, JEFFREY C. ANTON, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT MORE THAN ONE SIXTH (1/6) OF THE EXTERNAL BOUNDARY OF THE AREA PROPOSED TO BE ANNEXED TO THE TOWN OF CASTLE ROCK, COLORADO, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION MAP COMPLIES WITH THE COLORADO STATE STATUTES AND THE TOWN OF CASTLE ROCK, COLORADO CODES PERTAINING THERETO

_____
JEFFREY C. ANTON
PROFESSIONAL LAND SURVEYOR COLORADO REG. NO. 38818
FOR AND ON BEHALF OF CORE CONSULTANTS, INC.

NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ACTION BE TAKEN BASED UPON ANY DEFECT IN THIS SURVEY MORE THAN TEN (10) YEARS AFTER THE DATE OF THE SURVEY CERTIFICATION SHOWN HEREON.

DOUGLAS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS ANNEXATION MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF DOUGLAS COUNTY

AT _____, __M., ON THE ____ DAY OF _____, 20 ___ AT RECEPTION NO. _____

DOUGLAS COUNTY CLERK AND RECORDER

BY:

_____
DEPUTY

ENGINEER AND SURVEYOR
CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
(303) 703-4444

LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE

CORE CONSULTANTS, INC.
3473 SOUTH BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM

CORE

TERRITORIAL ROAD ANNEXATION MAP
SEC. 22, T8S, R67W, 6TH P.M.
COUNTY OF DOUGLAS, COLORADO

DATE: 03/07/25
CAD: K B
QA/QC: JCA

JOB NO. 20-224

SHEET 1 OF 1

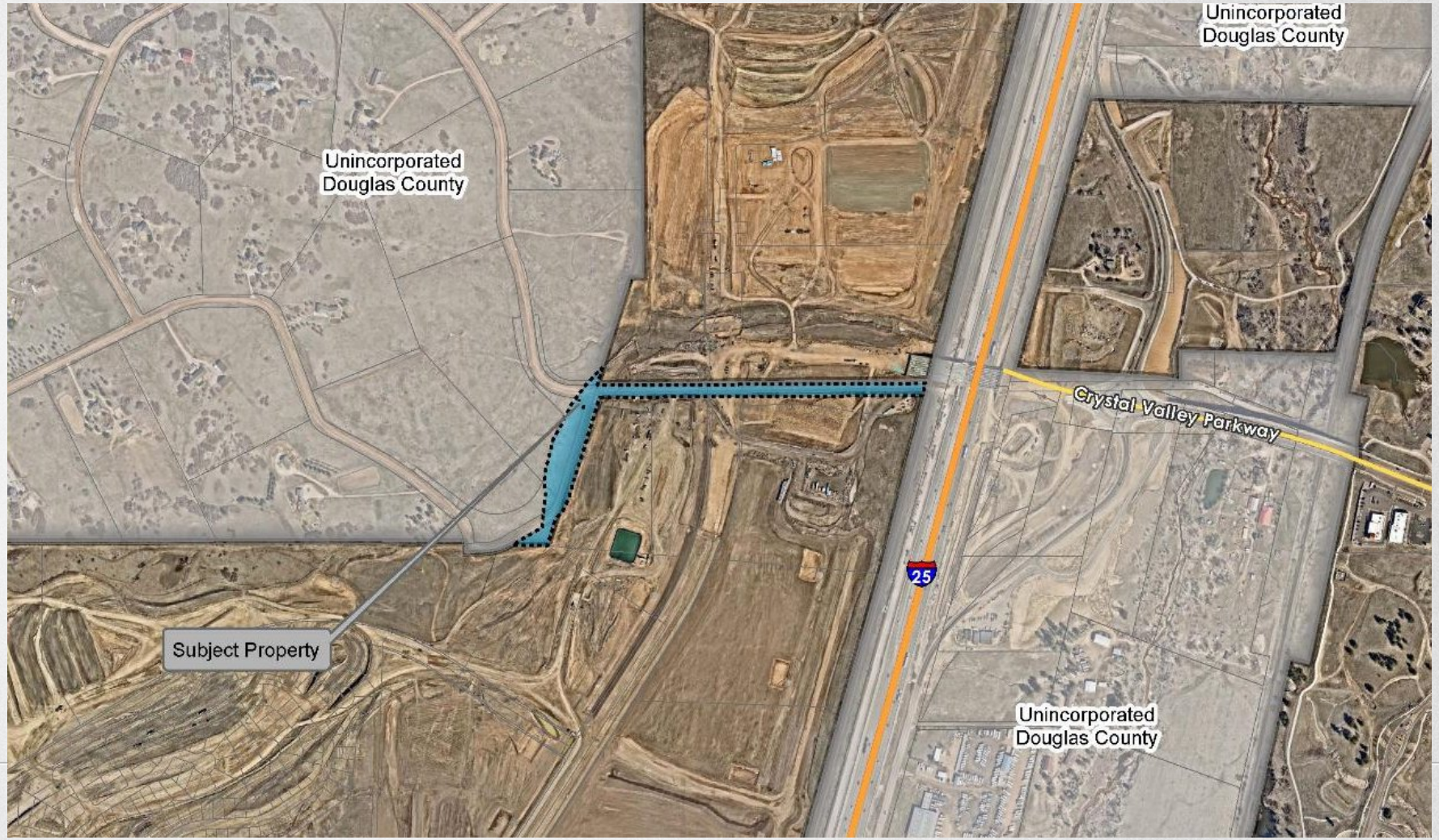
TERRITORIAL ROAD ANNEXATION

ELIGIBILITY HEARING

TOWN COUNCIL
JULY 15, 2025

TOWN OF CASTLE ROCK COLORADO

VICINITY MAP



STATE OF COLORADO ANNEXATION PROCESS

A THREE STEP PROCESS

1. Substantial Compliance: State application requirements – ***is*** the Petition accurate and complete?
2. Eligibility: State annexation requirements – ***can*** the property be annexed?
3. Annexation and Zoning: Town of Castle Rock consideration – ***should*** it be annexed?

ELIGIBILITY REQUIREMENTS

COLORADO REVISED STATUTES §31-12-110

1. > 1/6 of perimeter is contiguous
2. Community of interest exists
3. Capable being integrated into the Town
4. > 50% of landowners petitioning
5. < $200,000 valuation for ad valorem tax assessment
6. No prior annexation proceedings
7. Property is unincorporated
8. Property not being detached from Douglas County School District
9. Does not extend the Town boundaries more than 3 miles
10. Abutting platted street is included, where applicable
11. No election required
12. No additional terms required

ANALYSIS AND FINDINGS

The proposed annexation complies with the eligibility requirements established in Section 30 of Article II of the Colorado Constitution and with the Colorado Revised Statutes § 31-12-110.

RECOMMENDATION

Staff recommends approving the Resolution of Eligibility.

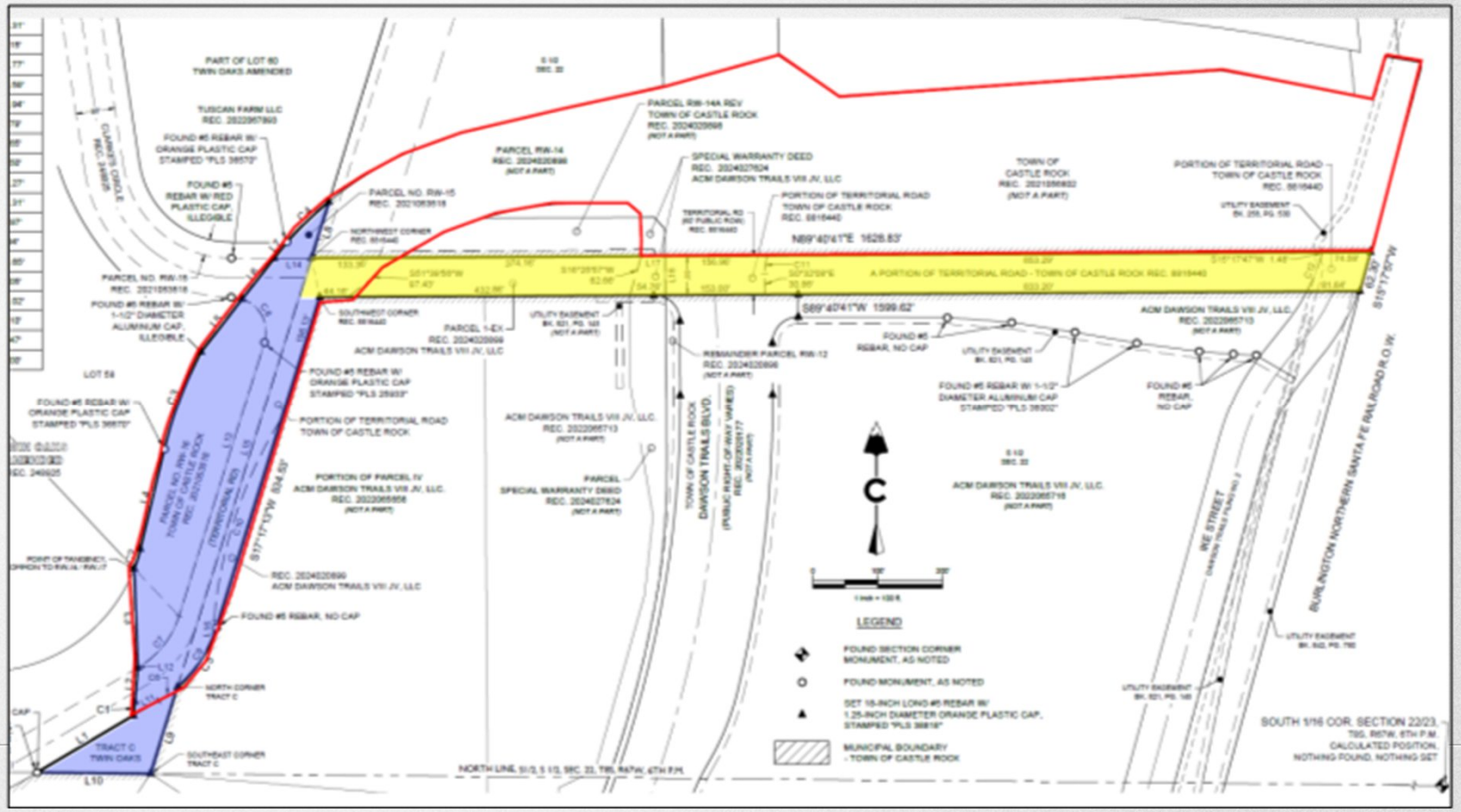
PROPOSED MOTION

“I move to approve the Resolution, as introduced by title.”

QUESTIONS?

TOWN OF CASTLE ROCK COLORADO

ANNEXATION MAP



Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 18. **File #:** ORD 2025-028

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Trish Muller, CPA, Finance Director

Ordinance Approving Supplemental Appropriations for the 2025 Budget and the Second Amendment to the 2025 Budget (First Reading)

Executive Summary

The charter for the Town of Castle Rock allows for amendments to budget appropriations, including requests for supplemental appropriations that require approval by ordinance (Section 9.10). The Finance Department prepares budget amendments for Town Council consideration based on needs that may arise throughout the year. The number of budget amendments varies by year depending on needs/opportunities as they are identified. The chart below shows supplemental appropriations for the last five years.

		Revenue	Supplemental Appropriations
2021	Carryforward Amendment	$ -	$ 49,824,231
	1st Amendment	125,000	5,720,437
	2nd Amendment	2,386,282	1,301,727
	3rd Amendment	-	4,919,933
2022	Carryforward Amendment	$ -	$ 37,308,413
	1st Amendment	36,122,836	36,674,688
	2nd Amendment	20,437,317	19,128,116
	3rd Amendment	3,828,740	12,844,306
	4th Amendment	3,048,711	12,626,501
2023	Carryforward Amendment	$ -	$ 84,357,215
	1st Amendment	167,880	5,902,635
	2nd Amendment	165,795,674	191,637,745
	3rd Amendment	2,700,944	6,115,138
	4th Amendment	4,616,807	4,815,784
2024	Carryforward Amendment	$ -	$ 91,124,553
	1st Amendment	164,029,503	176,602,796
	2nd Amendment	445,888	12,825,188
	3rd Amendment	3,457,757	4,271,821
2025	Carryforward Amendment	$ -	$ 157,580,495
	1st Amendment	67,100,481	17,566,084

Supplemental expenditure requests in this proposed Second Amendment to the 2025 Budget total $81,526,589. Also, an additional $82,695,142 of revenue is being requested. Descriptions of requested items are included in **Attachment B**. The Finance Department has reviewed all requests and has determined that sufficient funding is available to accommodate this proposed First Amendment to the 2025 Budget. Following is a summary of requested items.

Discussion

Total requested changes to appropriations referred to in **Attachment B** increase total expenditures for 2025 by $81,526,589. Major requests included in this budget amendment are described below and are grouped by Town priority.

Secure our water future

- Castle Rock Water is requesting supplemental appropriation totaling $62,509 for the purchase of telescoping valves to be installed at the Plum Creek Water Purification Facility.

Enhancing our transportation

- The Public Works Department is requesting to re-appropriate Transportation funds totaling $1,447,046 for the Pavement Maintenance Improvement Plan. These funds were budgeted for

and went unspent in 2024.

- The Public Works Department is requesting to re-appropriate Transportation funds totaling $424,343 for bridge repair and maintenance. These funds were budgeted in for and went unspent in 2024.
- The Public Works Department is requesting supplemental funds of $1,100,000 in the Transportation Capital fund for the Crowfoot Valley Road Widening project to accommodate additional construction costs.
- The Public Works Department is requesting supplemental appropriation in the Fleet Fund totaling $325,451 for the purchase four vehicles for the Police Department, three of which are partially funded by a grant from the Douglas County School District. This request is off-set with an increase in revenue appropriation.
- The Public Works and Finance Departments are requesting to reduce the General Fund interfund loan amount by ($6,500,000) to the Transportation Capital Fund as the loan is no longer needed for the Crystal Valley Parkway Interchange project.
- The Public Works Department is requesting to re-appropriate 2024 revenue budget in the Transportation Capital Fund of $5,690,671 related to the Crystal Valley Interchange project.

Maintain strong Parks and Recreation

- The Parks and Recreation Department is requesting supplemental appropriation of $76,500,000 in the Parks and Recreation Capital Fund to accommodate COP issuance costs and construction costs of the Sports Development Center. This request is offset by a corresponding revenue appropriation increase to recognize the COP proceeds.
- The Parks and Recreation Department is requesting supplemental appropriation of $491,592 in the Lodging Tax Fund miscellaneous services account to ensure that sufficient expenditure appropriation is available to fund projects as they arise.

Ensure outstanding public safety

- The Police Department is requesting supplemental appropriation of $234,402 in the General Fund for the addition of one School Resource Sergeant and related equipment that is reimbursed 50% by Douglas County School District per Council approved agreement. This request is partially offset by a corresponding revenue appropriation increase.
- The Police Department is requesting supplemental appropriation in the General Fund of $248,451 for the purchase of three vehicles associated with two School Resource Officers and one School Resource Sergeant that is reimbursed 50% by Douglas County School District per Council approved agreement. This request is partially offset by a corresponding revenue appropriation increase.
- The Police Department is requesting supplemental appropriation of $77,000 in the Police Capital Fund to purchase a vehicle for the Downtown Liaison Officer.
- The Fire Department is requesting to re-appropriate unused TABOR funds of $329,483 for town-wide Fire mitigation efforts. These funds were budgeted for and went unspent in 2024.
- The Fire Department is requesting additional appropriation in the TABOR Fund of $6,000,000 to fund an interfund loan to the Fire Capital Fund for the design and construction of the new Fire Station 156. This loan is from TABOR but will be paid back to the General Fund in accordance with the loan agreement.
- Finance is requesting additional appropriation in the TABOR fund of $107,032 to transfer

interfund loan principal and interest payments from the Police Capital Fund for the Police Department basement remodel that were erroneously paid to the TABOR fund in 2024 and should have been paid to the General Fund. This request is offset by a corresponding revenue appropriation increase in the General Fund.

- The Facilities Division is requesting to re-appropriate $99,409 in unspent 2024 building repair and maintenance funds in the General Fund to repair the stairs and make improvements to the parking area on the west side of the Police Department.

Other Town funds and initiatives

- Finance is requesting additional revenue appropriation to recognize $126,840 in capital grants from the Efficiency and Energy Conservation Block Grant. This request was originally included in the first 2025 budget amendment as an item but was not included in the total General Fund revenue in error, therefore it is included in this budget amendment to fix that error.
- The Division of Innovation and Technology is requesting to re-appropriate $229,844 in unspent IT Governance funds in the General Fund to be used for various town-wide web accessibility related costs.
- The Division of Innovation and Technology is requesting to re-appropriate $60,248 in unspent computer software and software maintenance agreement funds in the General Fund to be used for Microsoft server licensing and Vmware host software licensing for servers that were purchased in 2024.
- The Facilities Division is requesting to re-appropriate $87,099 in the General Long-Term Planning Fund technical services account for remediation efforts at Town Hall and 830 N. Wilcox St.
- The Public Works Department is requesting to re-appropriate $122,680 in the General Long-Term Planning Fund for repair and maintenance of Town owned parking lots. These funds went unspent in 2024 due to timing.
- The Division of Innovation and Technology is requesting to re-appropriate $80,000 in the General Long-Term Planning Fund telecommunications account for a phone system replacement that was planned in 2024 but did not occur due to timing and other prioritized projects.

The additional amount of expenditure appropriation requested in this amendment are shown below and are grouped by Town fund.

	Supplemental Requests
General Fund	$ (5,627,646)
TABOR Fund	6,436,515
Transportation Fund	1,871,389
Parks & Recreation Capital Fund	76,500,000
Police Capital Fund	77,000
Transportation Capital Fund	1,100,000
General Long-Term Planning Fund	289,779
Lodging Tax Fund	491,592
Water Resources Fund	62,509
Fleet Services Fund	325,451
TOTAL	$ 81,526,589

Budget Impact

As presented in **Attachment C**, the Finance Department has ensured that funding is available through either revenues and/or fund balance for requested items, maintaining adequate reserves within each fund.

Staff Recommendation

Staff recommends that Town Council approve the Ordinance as written.

Proposed Motion

I move to approve on the Ordinance as introduced by title, on first reading.

Alternative Motions

"I move to approve the Ordinance as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Attachment A: Ordinance
Attachment B: Requests for Supplemental Appropriation
Attachment C: Estimated Ending Funds Available for 2025

ORDINANCE NO. 2025-028

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE 2025 FISCAL YEAR BUDGET BY MAKING SUPPLEMENTAL APPROPRIATIONS FOR THE 2025 FISCAL YEAR

WHEREAS, on October 1, 2024, the Town Council approved Ordinance No. 2024-016 adopting the annual budget and approving the amounts specified therein as expenditures for fiscal year 2025 (the "Fiscal Year 2025 Budget"); and,

WHEREAS, on April 1, 2025, the Town Council approved Ordinance No. 2025-011 approving the First Amendment to the Fiscal Year 2025 Budget; and,

WHEREAS, Section 9-10 of the Town Charter provides that, if during the fiscal year, the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Town Council may by ordinance make supplemental appropriations for the year up to the amount of such excess; and,

WHEREAS, the Town Manager has certified that revenues collected in prior years are available to accommodate the additional authorized expenditures as set forth in the proposed Second Amendment to the Fiscal Year 2025 Budget.

NOW THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

Section 1. **Budget Amendment.** The Fiscal Year 2025 Budget is amended to reflect the budgeting and appropriation of aggregate 2025 revenues and expenditures to the respective Town funds as follows:

		2025 Amended Budget	2025 Supplemental Appropriations	2025 Amended Budget
General Fund	Revenues	$ 92,314,243	$ 679,020	$ 92,993,263
	Expenditures	$ 100,634,646	$ (5,627,646)	$ 95,007,000
	Net Change	$ (8,320,403)	$ 6,306,666	$ (2,013,738)
TABOR Fund	Revenues	$ -	$ -	$ -
	Expenditures	$ -	$ 6,436,515	$ 6,436,515
	Net Change	$ -	$ (6,436,515)	$ (6,436,515)
Transportation Fund	Revenues	$ 31,363,412	$ -	$ 31,363,412
	Expenditures	$ 38,318,327	$ 1,871,389	$ 40,189,716
	Net Change	$ (6,954,915)	$ (1,871,389)	$ (8,826,304)
Parks & Recreation Capital Fund	Revenues	$ 4,582,136	$ 76,500,000	$ 81,082,136
	Expenditures	$ 17,292,486	$ 76,500,000	$ 93,792,486
	Net Change	$ (12,710,350)	$ -	$ (12,710,350)

Fire Capital Fund	Revenues	$	876,941	$	6,000,000	$	6,876,971
	Expenditures	$	8,043,130	$	-	$	8,043,130
	Net Change	$	(7,166,159)	$	6,000,000	$	(1,116,159)
Police Capital Fund	Revenues	$	399,621	$	-	$	399,621
	Expenditures	$	887,021	$	77,000	$	964,021
	Net Change	$	(487,400)	$	(77,000)	$	(564,400)
Transportation Capital Fund	Revenues	$	77,319,229	$	(809,329)	$	76,509,900
	Expenditures	$	109,853,126	$	1,100,000	$	110,953,126
	Net Change	$	(32,533,897)	$	(1,909,329)	$	(34,443,226)
General Long-Term Planning Fund	Revenues	$	1,776,562	$	-	$	1,776,562
	Expenditures	$	2,238,468	$	289,779	$	2,528,247
	Net Change	$	(461,906)	$	(289,779)	$	(751,685)
Lodging Tax Fund	Revenues	$	685,771	$	-	$	289,779
	Expenditures	$	989,575	$	491,592	$	1,481,167
	Net Change	$	(303,804)	$	(491,592)	$	(795,396)
Water Resources Fund	Revenues	$	90,782,786	$	-	$	90,782,786
	Expenditures	$	146,005,325	$	62,509	$	146,067,834
	Net Change	$	(55,222,539)	$	(62,509)	$	(55,285,048)
Fleet Services Fund	Revenues	$	10,632,035	$	325,451	$	10,957,486
	Expenditures	$	15,665,875	$	325,451	$	15,991,326
	Net Change	$	(5,033,840)	$	-	$	(5,033,840)
Total	Revenues	$	310,732,766	$	82,695,142	$	393,427,908
	Expenditures	$	439,927,979	$	81,526,589	$	521,454,568
	Net Change	$	(129,195,213)	$	1,168,552	$	(128,026,661)

Section 2. **Compliance**. The Second Amendment to the Fiscal Year 2025 Budget, as adopted, complies with Article IX of the Town Charter, and the total authorized expenditures and provisions for contingencies do not exceed the total estimated revenues available for appropriation.

Section 3. **Severability.** If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.

Section 4. **Safety Clause.** The Town Council finds and declares that this Ordinance is adopted for the public health, safety and welfare and bears a rational relation to the legislative object sought to be obtained.

APPROVED ON FIRST READING this 15th day of July, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING this _____ day of _____, 2025, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to Content:

_____
Trish Muller, CPA, Finance Director

Town of Castle Rock
Second Amendment to the 2025 Budget
Requests for Supplemental Appropriations

GENERAL FUND - 110

REVENUES

110-2100-330.70-00	Intergovernmental - Douglas Cnty School Distr	$	117,201
	The Police Department is requesting supplemental appropriation of funds which represents 50% of the cost of the addition of one School Resource Sergeant and related equipment to be reimbursed by Douglas County School District per agreement approved by Council.		
110-2100-330.70-00	Intergovernmental - Douglas Cnty School Distr		124,226
	The Police Department is requesting supplemental appropriation of funds which represents 50% of the cost of the addition of two vehicles for two School Resource Officers to be reimbursed by Douglas County School District per agreement approved by Council.		
110-2100-330.70-00	Intergovernmental - Douglas Cnty School Distr		203,721
	The Police Department is requesting supplemental appropriation of funds which represents 50% of the cost of two School Resource Officers (SRO) to be reimbursed by Douglas County School District per agreement approved by Council. The expense for the two SRO's was included in the 2025 original budget, however, the revenue was not as the Intergovernmental Agreement had not yet been approved.		
110-1530-332.20-00	Capital Grants		126,840
	Finance is requesting additional appropriation to recognize revenue from the Efficiency and Energy Conservation Block Grant for the purchase of electric-powered equipment. This request was originally included in the first 2025 budget amendment but was not included in the total General Fund Revenue amount in error, therefore it is included in this budget amendment to fix that error.		
110-1530-391.30-12	Transfers In - From TABOR Fund		107,032
	Finance is requesting additional appropriation to recognize interfund loan principal and interest payments that were made in 2024 by the Police Capital Fund for the Police Department basement remodel, that were erroneously paid to the TABOR fund in 2024 and should have been paid to the General Fund.		
	TOTAL GENERAL FUND REVENUES	**$**	**679,020**

EXPENDITURES

110-1530-415.40-30	Services & Other - Repair & Maint-Buildings	$	99,409
	The Facilities Division is requesting to re-appropriate unspent 2024 building repair and maintenance funds to repair the stairs and make improvements to the parking area on the west side of the Police Department.		
110-2120-421.91-05	Transfers Out - General Fund		248,451
	The Police Department is requesting supplemental appropriation for three vehicles associated with two School Resource Officers and one School Resource Sergeant. These expenses are split with Douglas County School District per the agreement approved by Council.		
110-2140-421.xx-xx	Various Accounts		234,402
	The Police Department is requesting supplemental appropriation for the addition of one School Resource Sergeant and related equipment that will be reimbursed 50% by Douglas County School District per the agreement that was approved by Council.		
110-1340-413.50-22	Services & Other - Software Maint Agreement		30,248
	The Division of Innovation and Technology is requesting to re-appropriate unspent 2024 software maintenance agreement funds to fund the Microsoft server licensing costs associated with servers that were purchased in 2024.		
110-1340-413.50-87	Services & Other - IT Governance		229,844
	The Division of Innovation and Technology is requesting to re-appropriate unspent 2024 IT Governance funds to be used for various accessibility related costs.		

110-1340-413.61-31	Supplies - Computer-Software The Division of Innovation and Technology is requesting to re-appropriate unspent 2024 software funds to fund Vmware host software licensing costs for servers that were purchased in 2024.		30,000
110-1530-415.90-05	Transfers Out - Interfund Loan The Finance Department is requesting to reduce the budgeted interfund loan amount to the Transportation Capital Fund as the loan is no longer needed for the Crystal Valley Parkway Interchange project.		(6,500,000)
	TOTAL GENERAL FUND EXPENDITURES	**$**	**(5,627,646)**

TABOR Fund - 113

EXPENDITURES

113-0000-415.30-70	Services & Other - Oth Professional Services The Town Manager's Office is requesting to re-appropriate unused funds for town-wide Fire Mitigation efforts. These funds were budgeted for and went unspent in 2024.	$	329,483
113-0000-415.91-05	Transfers Out - General Fund Finance is requesting additional appropriation in the TABOR fund to transfer interfund loan principal and interest payments that were made in 2024 by the Police Capital Fund for the Police Department basement remodel, that were erroneously paid to the TABOR fund in 2024 and should have been paid to the General Fund.		107,032
113-0000-415.91-30	Transfers Out - Fire Capital Fund The Fire Department is requesting additional appropriation in the TABOR Fund to fund an interfund loan to the Fire Capital Fund for the design and construction of the new Fire Station 156. This loan is from TABOR but will be paid back to the General Fund in accordance with the loan agreement.		6,000,000
	TOTAL TABOR FUND EXPENDITURES	**$**	**6,436,515**

TRANSPORTATION FUND - 120

EXPENDITURES

120-3140-431.40-35	Services & Other - Repair & Maint-Streets The Public Works department is requesting to re-appropriate funds for the Pavement Maintenance Improvement Plan. These funds were budgeted for and went unspent during 2024.	$	1,447,046
120-3140-431.40-42	Services & Other - Repair & Maint - Bridges The Public Works department is requesting to re-appropriate funds for bridge repair and maintenance. These funds were budgeted for and went unspent in 2024.		424,343
	TOTAL TRANSPORTATION FUND EXPENDITURES	**$**	**1,871,389**

Town of Castle Rock
Second Amendment to the 2025 Budget
Requests for Supplemental Appropriations

PARKS & RECREATION CAPITAL FUND - 130

REVENUES			
130-5280-393.40-20	Debt & Financing Revenue - COP Proceeds	$	76,500,000
	The Parks and Recreation Department requests an increase in the Parks and Recreation Capital budget to accommodate COP's that are planned to be issued this year. These proceeds will be used to fund COP issuance costs and construction costs of the Sports Development Center.		
	TOTAL PARKS & RECREATION CAPITAL FUND REVENUES	**$**	**76,500,000**
EXPENDITURES			
130-5280-452.88-19	Debt & Financing - Bond-COP Issue Costs	$	1,500,000
	The Parks and Recreation Department requests supplemental appropriation in the Parks and Recreation Capital fund to accommodate costs related to the issuance of COP's for the construction of the Sports Development Center. The issuance costs are funded by the COP proceed revenue requested above.		
130-5275-452.79-14	Capital Improvement Program - Future Rec Facility		75,000,000
	The Parks and Recreation Department is requesting additional appropriation in the Parks and Recreation Capital Fund for construction costs related to the Sports Development Center.		
	TOTAL PARKS & RECREATION CAPITAL FUND EXPENDITURES	**$**	**76,500,000**

FIRE CAPITAL FUND - 132

REVENUES			
132-2290-391.30-12	Transfers In - From TABOR	$	6,000,000
	The Fire Department is requesting additional appropriation in the Fire Capital Fund for an interfund loan from the TABOR Fund for the design and construction of the new Fire Station 156. This loan is from TABOR but will be paid back to the General Fund in accordance with the loan agreement.		
	TOTAL FIRE CAPITAL FUND REVENUES	**$**	**6,000,000**

POLICE CAPITAL FUND - 133

EXPENDITURES			
133-2190-421.91-80	Transfers Out - Fleet Fund	$	77,000
	The Police Department is requesting supplemental appropriation in the Police Capital Fund to purchase a vehicle for the Downtown Liaison Officer.		
	TOTAL POLICE CAPITAL FUND EXPENDITURES	**$**	**77,000**

TRANSPORTATION CAPITAL FUND - 135

REVENUES			
135-0000-391.30-05	Transfers In - Trans From General Fund	$	(6,500,000)
	The Public Works Department is requesting to reduce the budgeted interfund loan amount to the Transportation Capital Fund as the loan is no longer needed for the Crystal Valley Parkway Interchange project.		
135-0000-380.20-00	DRCOG Grant Revenue		5,690,671
	The Public Works Department is requesting to re-appropriate 2024 revenue budget to receive revenue from a grant with DRCOG. These grant funds will be used towards the Crystal Valley Interchange project in accordance with the grant agreement.		
	TOTAL TRANSPORTATION CAPITAL FUND REVENUES	**$**	**(809,329)**
EXPENDITURES			
135-3175-431.78-83	Capital - Crowfoot Valley Rd Widening	$	1,100,000
	The Public Works Department is requesting additional funds needed for the Crowfoot Valley Road Widening project to accommodate additional constructions costs.		
	TOTAL TRANSPORTATION CAPITAL FUND EXPENDITURES	**$**	**1,100,000**

Town of Castle Rock
Second Amendment to the 2025 Budget
Requests for Supplemental Appropriations

GENERAL LONG-TERM PLANNING FUND - 136

EXPENDITURES

136-1860-418.30-90	Services & Other - Technical Services	$	87,099
	The Facilities Division is requesting to re-appropriate unspent 2024 technical service funds for remediation efforts at Town Hall and 830 N. Wilcox.		
136-1840-418.61-32	Supplies - Telecommunication Eqpmnt		80,000
	The Division of Innovation and Technology is requesting to re-appropriate unspent 2024 telecommunication funding for the phone system replacement that did not occur in 2024 due to timing and other prioritized projects.		
136-1820-418.40-31	Services & Other - Repair & Maint-Grounds		122,680
	The Public Works Department is requesting to re-appropriate unspent 2024 parking lot repair and maintenance funds to fund additional parking lot repair that did not occur in 2024 due to timing.		
	TOTAL GENERAL LONG-TERM PLANNING FUND EXPENDITURES	**$**	**289,779**

LODGING TAX FUND - 138

EXPENDITURES

138-5200-452.50-80	Services & Other - Miscellaneous Services	$	491,592
	The Parks Department is requesting additional appropriation in the miscellaneous services line to fund various projects in the Lodging Tax Fund as they arise.		
	TOTAL LODGING TAX FUND EXPENDITURES	**$**	**491,592**

WATER RESOURCES FUND - 211

EXPENDITURES

211-4360-443.40-32	Services & Other - Repair & Maint-Equipment	$	62,509
	Castle Rock Water is requesting an additional appropriation for the purchase of new telescoping valves for installation at the Plum Creek Water Purification Facility.		
	TOTAL WATER RESOURCES FUND EXPENDITURES	**$**	**62,509**

FLEET SERVICES FUND - 221

REVENUES

221-8100-391.30-05	Transfers In - Trans From General Fund	$	248,451
	The Fleet Division is requesting supplemental appropriation to increase revenue from Douglas County School District for three SRO vehicles.		
221-8100-391.30-45	Transfers In - From Police Capital Fund		77,000
	The Fleet Division is requesting supplemental appropriation to increase revenue from Police Capital for the Downtown Liaison Officer vehicle.		
	TOTAL FLEET SERVICES FUND REVENUES	**$**	**325,451**

EXPENDITURES

221-8100-481.70-40	Capital - Vehicles	$	325,451
	The Fleet Division is requesting supplemental appropriation for the purchase of four additional vehicles for the Police Department, three of which are partially funded with a grant by Douglas County School District		
	TOTAL FLEET SERVICES FUND EXPENDITURES	**$**	**325,451**

REVENUES ALL FUNDS	**$**	**82,695,142**
EXPENDITURES ALL FUNDS	**$**	**81,526,589**

ESTIMATED ENDING FUNDS AVAILABLE FOR 2025*

Information presented on a Budgetary Basis		2024 Preliminary Actual	2025 Amended Budget	2025 Budget Revisions	2025 Amended Budget
General Fund	Revenues	$ 92,940,003	$ 92,314,243	$ 679,020	$ 92,993,263
	Expenditures	89,016,620	100,634,646	(5,627,646)	95,007,000
	Net Change	3,923,383	(8,320,403)	6,306,666	(2,013,737)
Estimated Ending Funds Available		**37,202,611**	**28,882,208**	**6,306,666**	**35,188,874**
Designations & Reservations:					
Contractual Reserve			300,000	-	300,000
Revenue Stabilization Reserve			2,022,401	-	2,022,401
Catastrophic Events Reserve			1,407,100	-	1,407,100
Capital Reserve			4,027,430	-	4,027,430
Opportunity/Economic Dev. Reserve			1,948,717	-	1,948,717
TABOR Reserve			2,451,193	-	2,451,193
Total Designations & Reservations			**12,156,841**	**-**	**12,156,841**
Unobligated Reserves			**16,725,367**	**6,306,666**	**23,032,033**
TABOR Fund	Revenues	$ 652,032	$ -	$ -	$ -
	Expenditures	167,988	-	6,436,515	6,436,515
	Net Change	484,044	-	(6,436,515)	(6,436,515)
Estimated Ending Funds Available		**6,438,390**	**6,438,390**	**(6,436,515)**	**1,875**
Committed for Fund Purpose			6,438,390	(6,436,515)	1,875
Total Designations & Reservations			**6,438,390**	**(6,436,515)**	**1,875**
Unobligated Reserves			**-**	**-**	**-**
Transportation Fund	Revenues	$ 31,521,309	$ 31,363,412	$ -	$ 31,363,412
	Expenditures	32,116,304	38,318,327	1,871,389	40,189,716
	Net Change	(594,995)	(6,954,915)	(1,871,389)	(8,826,304)
Estimated Ending Funds Available		**16,151,784**	**9,196,869**	**(1,871,389)**	**7,325,480**
Designations & Reservations:					
Revenue Stabilization Reserve			455,162	-	455,162
Catastrophic Events Reserve			1,837,897	-	1,837,897
Total Designations & Reservations			**2,293,059**	**-**	**2,293,059**
Unobligated Reserves			**6,903,810**	**(1,871,389)**	**5,032,421**
Parks & Recreation Capital Fund	Revenues	$ 7,300,824	$ 4,582,136	$ 76,500,000	$ 81,082,136
	Expenditures	6,686,206	17,292,486	76,500,000	93,792,486
	Net Change	614,618	(12,710,350)	-	(12,710,350)
Estimated Ending Funds Available		**16,535,332**	**3,824,982**	**-**	**3,824,982**
Neighborhood Park Reserve			-	-	-
Regional Park Reserve			-	-	-
Recreation Facility Reserve			-	-	-
Committed for Fund Purpose			3,824,982	-	3,824,982
Total Designations & Reservations			**3,824,982**	**-**	**3,824,982**
Unobligated Reserves			**-**	**-**	**-**
Fire Capital Fund	Revenues	$ 771,642	$ 876,971	$ 6,000,000	$ 6,876,971
	Expenditures	731,797	8,043,130	-	8,043,130
	Net Change	39,845	(7,166,159)	6,000,000	(1,166,159)
Estimated Ending Funds Available		**1,828,299**	**(5,337,860)**	**6,000,000**	**662,140**
Committed for Fund Purpose			-	-	-
Unobligated Reserves			**(5,337,860)**	**6,000,000**	**662,140**

ESTIMATED ENDING FUNDS AVAILABLE FOR 2025*

Information presented on a Budgetary Basis		2024 Preliminary Actual	2025 Amended Budget	2025 Budget Revisions	2025 Amended Budget
Police Capital Fund	Revenues	$ 390,277	$ 399,621	$ -	$ 399,621
	Expenditures	816,765	887,021	77,000	964,021
	Net Change	(426,488)	(487,400)	(77,000)	(564,400)
Estimated Ending Funds Available		**648,792**	**161,392**	**(77,000)**	**84,392**
Committed for Fund Purpose			161,392	(77,000)	84,392
Unobligated Reserves			-	-	-
Transportation Capital Fund	Revenues	$ 44,461,223	$ 77,319,229	$ (809,329)	$ 76,509,900
	Expenditures	47,971,294	109,853,126	1,100,000	110,953,126
	Net Change	(3,510,071)	(32,533,897)	(1,909,329)	(34,443,226)
Estimated Ending Funds Available		**36,134,770**	**3,600,873**	**(1,909,329)**	**1,691,544**
Capital Reserve			3,600,873	(1,909,329)	1,691,544
Total Designations & Reservations			**3,600,873**	**(1,909,329)**	**1,691,544**
Unobligated Reserves			-	-	-
General Long-Term Planning Fund	Revenues	$ 2,957,644	$ 1,776,562	$ -	$ 1,776,562
	Expenditures	4,744,337	2,238,468	289,779	2,528,247
	Net Change	(1,786,693)	(461,906)	(289,779)	(751,685)
Estimated Ending Funds Available		**4,098,662**	**3,636,756**	**(289,779)**	**3,346,977**
Designations & Reservations:					
Fire Capital Reserve			1,374,664	-	1,374,664
Police Capital Reserve			985,010	-	985,010
Committed for Fund Purpose			1,277,082	(289,779)	987,303
Total Designations & Reservations			**3,636,756**	**(289,779)**	**3,346,977**
Unobligated Reserves			-	-	-
Lodging Tax Fund	Revenues	$ 672,443	$ 685,771	$ -	$ 685,771
	Expenditures	599,144	989,575	491,592	1,481,167
	Net Change	73,299	(303,804)	(491,592)	(795,396)
Estimated Ending Funds Available		**795,396**	**491,592**	**(491,592)**	**-**
Committed for Fund Purpose			491,592	(491,592)	-
Total Designations & Reservations			**491,592**	**(491,592)**	**-**
Unobligated Reserves			-	-	-
Water Resources Fund	Revenues	$ 41,720,601	$ 90,782,786	$ -	$ 90,782,786
	Expenditures	45,717,016	146,005,325	62,509	146,067,834
	Net Change	(3,996,415)	(55,222,539)	(62,509)	(55,285,048)
Estimated Ending Funds Available		**92,473,789**	**37,251,250**	**(62,509)**	**37,188,741**
Designations & Reservations:					
Operating Designations			2,213,078	-	2,213,078
Capital Reserve			30,591,256	(62,509)	30,528,747
Reserve for Catastrophic Failure			4,446,916	-	4,446,916
Total Designations & Reservations			**37,251,250**	**(62,509)**	**37,188,741**
Unobligated Reserves			-	-	-
Fleet Services Fund	Revenues	$ 8,565,488	$ 10,632,035	$ 325,451	$ 10,957,486
	Expenditures	8,522,964	15,665,875	325,451	15,991,326
	Net Change	42,524	(5,033,840)	-	(5,033,840)
Estimated Ending Funds Available		**12,538,476**	**7,504,636**	**-**	**7,504,636**
Committed for Fund Purpose			7,504,636	-	7,504,636
Total Designations & Reservations			**7,504,636**	**-**	**7,504,636**
Unobligated Reserves			-	-	-

ESTIMATED ENDING FUNDS AVAILABLE FOR 2025*

Information presented on a Budgetary Basis		2024 Preliminary Actual	2025 Amended Budget	2025 Budget Revisions	2025 Amended Budget
Total All Funds	Revenues	$ 231,953,486	$ 310,732,766	$ 82,695,142	$ 393,427,908
	Expenditures	237,090,435	439,927,979	81,526,589	521,454,568
	Net Change	(5,136,949)	(129,195,213)	1,168,553	(128,026,660)
Estimated Ending Funds Available		**$ 224,846,301**	**$ 95,651,088**	**$ 1,168,553**	**$ 96,819,641**
Total Designations & Reservations			$ 57,500,305	$ (1,894,838)	$ 55,605,467
Total Committed for Fund Purpose			19,698,074	(7,294,886)	12,403,188
Total Unobligated Fund Balance			18,452,709	10,358,277	28,810,986
Estimated Ending Funds Available			**$ 95,651,088**	**$ 1,168,553**	**$ 96,819,641**

*Not all Town funds are represented, only funds that reflect changes resulting from budget amendment items.

2025 BUDGET
SECOND AMENDMENT

JULY 15, 2025

TOWN OF CASTLE ROCK COLORADO

2025 BUDGET SECOND AMENDMENT OVERVIEW

WHAT IS THE REASON FOR THIS 2025 BUDGET AMENDMENT?

- To request funding for additional needs, largely related to Parks, Public Safety, Transportation, and town-wide projects
- Funds have been verified to be available and appropriate to be used for these recommended projects and initiatives

BUDGET AMENDMENT SUMMARY

- Total increase to 2025 budgeted revenues: $81,526,589
- Total increase to 2025 budgeted expenditures: $82,695,142

2025 BUDGET SECOND AMENDMENT OVERVIEW

- The number of budget amendments varies by year depending on needs and opportunities that arise
- Additional budget amendments will be brought to Council as needed

		Revenue	Supplemental Appropriations
2021	Carryforward Amendment	$ -	$ 49,824,231
	1st Amendment	125,000	5,720,437
	2nd Amendment	2,386,282	1,301,727
	3rd Amendment	-	4,919,933
2022	Carryforward Amendment	$ -	$ 37,308,413
	1st Amendment	36,122,836	36,674,688
	2nd Amendment	20,437,317	19,128,116
	3rd Amendment	3,828,740	12,844,306
	4th Amendment	3,048,711	12,626,501
2023	Carryforward Amendment	$ -	$ 84,357,215
	1st Amendment	167,880	5,902,635
	2nd Amendment	165,795,674	191,637,745
	3rd Amendment	2,700,944	6,115,138
	4th Amendment	4,616,807	4,815,784
2024	Carryforward Amendment	$ -	$ 91,124,553
	1st Amendment	164,029,503	176,602,796
	2nd Amendment	445,888	12,825,188
	3rd Amendment	3,457,757	4,271,821
2025	Carryforward Amendment	$ -	$ 157,580,495
	1st Amendment	67,100,481	17,566,084

2025 BUDGET SECOND AMENDMENT OVERVIEW

TRANSPORTATION

See Attachment B for full supplemental appropriation list

Supplemental Requests Include:

• Bridge and Pavement Maintenance Program	$1,871,389
• Crowfoot Valley Widening Project	1,100,000

PARKS & RECREATION

• Parks & Rec Capital – COP issuance for Sports Development Center	$76,500,000

2025 BUDGET SECOND AMENDMENT OVERVIEW

PUBLIC SAFETY

See Attachment B for full supplemental appropriation list

Supplemental Requests Include:

- Fire – Fire Mitigation $329,483
- Fire – from Tabor for Station 156 construction 6,000,000

QUESTIONS?

PROPOSED MOTION

“I MOVE TO APPROVE THE ORDINANCE AS INTRODUCED BY TITLE.”

ALTERNATIVE MOTIONS

“I MOVE TO APPROVE THE ORDINANCE AS INTRODUCED BY TITLE, WITH THE FOLLOWING CONDITIONS: (LIST CONDITIONS).

“I MOVE TO CONTINUE THIS ITEM TO THE TOWN COUNCIL MEETING ON _____ DATE TO ALLOW ADDITIONAL TIME TO (LIST INFORMATION NEEDED).”

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 19. **File #:** RES 2025-086

To: Honorable Mayor and Members of Town Council

Thru: David L. Corliss, Town Manager

From: Castle Rock EDC

Resolution Approving the Outlets at Castle Rock Retail Infrastructure Assistance Agreement

Executive Summary

The purpose of this memorandum is to update Town Council and request direction regarding the potential use of the Castle Rock Business and Development Incentive Program to support infrastructure improvements at the Outlets at Castle Rock.

The Outlets at Castle Rock has submitted a formal request for $900,000 in Town support, to be provided through a combination of permit/fee rebates and a share of sales tax revenues. These funds would be applied toward the development of two “new to the Castle Rock market” restaurant pad sites located on the west side of the property.

This request is part of a broader reinvestment initiative by the property owner. The first phase of the project involved the transformation of the former food court into four modern tenant spaces, which are now occupied by Tumi, Vuori, Sephora, and Tommy Bahamas. The second phase involves the construction of the Huntington Bank pad site and phase three of the project includes two stand-alone restaurant buildings.

Due to inflationary cost escalations related to pad site construction and associated onsite infrastructure improvements, the financial viability of the third phase is now at risk. The requested incentive support is intended to help offset these increased costs and ensure the continuation of this key redevelopment effort and private investment in the property.

Outlets Background

The Outlets at Castle Rock, developed in 1992, are located west of I-25 between Castle Rock Parkway and Meadows Parkway. As the largest open-air outlet center in the State of Colorado, they remain a vital economic driver for the Town, consistently representing a significant portion of the Town’s total budget. The revenue from the Outlets is vital in maintaining the core services of the Town including, parks, fire and police.

In addition to their fiscal impact, the Outlets serve as a regional destination, attracting visitors from across Colorado and beyond. These out-of-town shoppers help support the Town's financial ability to provide critical Town services for its residents.

Now entering their 33rd year, the Outlets must continue to reinvest to remain competitive in an ever-evolving retail landscape, which includes newer outlet centers, lifestyle centers, regional malls, and online retail platforms.

Fortunately, Craig Realty Group-owner of the Outlets since 2005-is a nationally recognized retail developer with a portfolio of more than 13 shopping centers across the country. They understand the importance of reinvestment and have demonstrated a strong commitment to the Castle Rock location, investing over $50 million to date. These investments have helped attract and retain a premier collection of outlet retailers, maintaining the Outlets' position as a top-tier regional retail destination and sales tax revenue generator.

The Project

Food court conversion to retail space - This project was part of an overall mall effort to improve the customer experience as well as create additional retail space at the center point of the mall. The food court was being underutilized for sit-down customers and was in an area of the mall that's highest and best use was to showcase more retail opportunities. The plan is to create more food venues throughout the mall, all on different streets and to add two additional standalone restaurants on the west side of the property. The benefit of this project is to create additional retail opportunities and offer the customer additional dining choices in a variety of locations around the mall.

Phase one (Food Hall Conversion- Complete)

- Roughly 12,000 SF of additional retail space
- Converted 2 existing food court restaurants and seating area into 4 new retail spaces
- New retail stores - Tumi, Vuori, Sephora, Thommy Bahamas
- Overall cost to the Landlord - Just over $2M
- Exterior improvements - New paint, refreshed stucco, awnings, signage, lighting
- Additional food services being added - Pizza at space 805, Sandwiches at space
- 175, Boba Tea and drinks at space 235. More coming soon.
- Added new customer service area and family style restrooms

Phase Two (Huntington Bank - In progress)

- Develop new building pad with new electrical service, gas line, water, and sewer lines
- Import soil to raise elevation of pad
- Construct retaining wall on the North and South end of the pad
- Build new trash enclosure
- Repave parking lot and stripe
- Install all curb and gutter around pad
- Huntington Bank to start vertical construction of the building

Phase Three (Restaurant Pad Site Development - Contingent on Town Council Approval)

- Construction Start Date: August 1st, 2025 - December 15, 2025
- Demolish existing asphalt, concrete and curb
- Import 30,000 CY of structural fill soil
- Raise elevation of existing pads for restaurants
- Construct large retaining wall along west edge of pads
- Connect new electrical service, gas line, water line and sewer lines to both new pads
- Construct new sidewalks, landscaping, and exterior site improvements for new pads
- Install new larger sewer line to manhole in Factory Shops Blvd.
- Prep (2) new pads for construction of new restaurants
- Repave parking lots and stripe
- Install all curb and gutter around new building pads

Incentive Structure

The Outlets at Castle Rock has formally requested $900,000 in assistance through the Castle Rock Economic Development Program. The request is in line with the Town's economic development policies; the request includes the following:

- Permit fees and taxes rebate estimated at $625,964.60 (Fee estimate attached). Craig Reality Group would be responsible to pay all permit and fees at the regularly scheduled intervals and would make their request for reimbursement once the project was completed and the restaurants received their certificates of occupancy

- Sales Tax Share of 50% for ten years, limited to Town-related sales tax collected from the two additional restaurants. The sales tax portion of the incentive would only be used to balance the total incentive (including permit and fee rebate) to an amount not to exceed a total of $900,000. Sales Tax for the two restaurants would be collected as normal and at the end of each fiscal year would be reconciled per the agreement

- Each restaurant must generate $4M minimum in annual sales

While the incentives are calculated based on actual permits, fees, taxes and sales tax share collected, actual reimbursements will come directly from the Town's Economic Development fund to reimburse the Development Services Enterprise.

The Outlets at Castle Rock have committed that should the Town support this request they intend to proceed immediately with Phase Three of the project.

EDC Recommendation

The Castle Rock EDC and the Castle Rock Economic Partnership (Chamber, DDA, DMA, Town of

Castle Rock) both support the request to Town Council given the immense private investment that Craig Reality has made in the property and the community over the years. Understanding that Craig Reality has 13 other properties it could potentially invest in we are appreciative that they continue to invest in the vitality of the Castle Rock Outlets.

It is the position of the EDC that the Outlets at Castle Rock's incentive request warrants the support of the economic development incentive fund for the following specific reasons as laid out in the Town's economic development policy:

> ***Economic Vitality is a critical factor in ensuring Castle Rock's long-term success and in achieving its Vision of being a Self-Sufficient Community; a community in which Residents can Live, Work, Play and Purchase the Goods and Services they need; and Create a Tax Base adequate to support provision of Core Town Services.***

With increasing regional competition, it is important to Castle Rock to create and maintain an exceptional Business Climate. A key component is the creation of an Expanded Business and Development Incentive Program.

By supporting The Outlets at Castle Rock, the Town Council will:

- Ensures that Craig Realty Group continues to reinvest in a 33-year-old outlet center
- Ensures that The Outlets at Castle Rock completes phase three of its redesign by adding two significant "new to the market" restaurants that have historical gross sales figures north of $15 million annually (approximately $600,000 in annual sales tax)
- Adds additional sales tax, and dining options for the Town of Castle Rock and its residents

Proposed Motion

Direct Staff to prepare an Economic Development Assistance Agreement with Outlets at Castle Rock as generally outlined herein.

Attachments

Attachment A - The Outlets at Castle Rock Permit & Fee Reimbursement request
Attachment B - The Outlets at Castle Rock Performance Fund Application
Attachment C - Town of Castle Rock Fee Estimate

RESOLUTION NO. 2025-086

A RESOLUTION APPROVING THE OUTLETS AT CASTLE ROCK RETAIL INFRASTRUCTURE ASSISTANCE AGREEMENT

WHEREAS, the Outlets at Castle Rock (the "Outlets") has been a vibrant shopping center in the Castle Rock community for over three decades; and

WHEREAS, since it purchased the Outlets in 2005, Craig Realty Group-Castle Rock, LLC (the "Owner") has invested over $50 million in the Outlets – an investment that has translated in a significant increase in overall sales from approximately $75 million in 2005 to over $200 million in 2025; and

WHEREAS, during that time, the retail environment has also evolved, requiring the addition of quality restaurants to enhance the customer experience; and

WHEREAS, to meet this demand, the Owner has proposed the development of two new restaurant pad sites to be located on the west side of the Outlets that will be sold and/or leased to one or more restaurant operators that are new to the Castle Rock market (the "Project"); and

WHEREAS, recent increases in the costs associated with Project site preparation, however, have made the cost of the Project prohibitive without some form of economic assistance; and

WHEREAS, the Owner has asked the Town to contribute to these costs by: (i) reimbursing all of the Town permit fees assessed on this Project; and (ii) rebating a portion of the Town sales tax revenues collected on retail sales made at the Project restaurants (the "Restaurants") over the next ten (10) years; and

WHEREAS, since opening in 1992, the Outlets have been the largest provider of sales tax revenues to the Town; and

WHEREAS, it is estimated that the Restaurants will create approximately $18 million in new annual taxable sales, thereby providing the Town with a much-needed source of additional sales tax revenues to provide municipal services to its residents; and

WHEREAS, the Town finds that the Owner's request qualifies for economic assistance from the Town under Section 3.04.025 of the Town Code; and

WHEREAS, the Town and the Owner have agreed to the Outlets at Castle Rock Retail Infrastructure Assistance Agreement, which sets forth the terms and conditions by which such economic assistance will be provided.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. **Approval**. The Outlets at Castle Rock Retail Infrastructure Assistance Agreement is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town.

PASSED, APPROVED AND ADOPTED this 15th day of July, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
David L. Corliss, Town Manager

OUTLETS AT CASTLE ROCK
RETAIL INFRASTRUCTURE ASSISTANCE AGREEMENT

THIS RETAIL INFRASTRUCTURE ASSISTANCE AGREEMENT is made and entered into this _____ day of _____, 2025, by and between the **TOWN OF CASTLE ROCK**, a home rule municipal corporation of the State of Colorado (the "Town"), **CRAIG REALTY GROUP-CASTLE ROCK, LLC**, a Colorado limited liability company, d/b/a the **OUTLETS AT CASTLE ROCK** (the "Owner").

WITNESSETH:

WHEREAS, the Outlets at Castle Rock (the "Outlets") has been a vibrant shopping center in the Castle Rock community for over three decades; and

WHEREAS, in the years since it purchased the Outlets in 2005, the Owner has invested over $50 million in the Outlets – an investment that has translated in a significant increase in overall sales from approximately $75 million in 2005 to over $200 million in 2025; and

WHEREAS, during that time, the retail environment has also evolved, requiring the addition of quality restaurants to enhance the customer experience; and

WHEREAS, to meet this demand, the Owner has proposed the development of two new restaurant pad sites to be located on the west side of the Outlets (the "Project"); and

WHEREAS, recent increases in the costs associated with Project site preparation, however, have made the cost of the Project prohibitive without some form of economic assistance; and

WHEREAS, the Owner has asked the Town to contribute to these costs by: (i) reimbursing all of the Town permit fees assessed on this Project; and (ii) rebating a portion of the Town sales tax revenues collected on retail sales made at the Project restaurants (the "Restaurants") over the next ten (10) years; and

WHEREAS, since opening in 1992, the Outlets have been the largest provider of sales tax revenues to the Town; and

WHEREAS, it is estimated that the Restaurants will create approximately $18 million in new annual taxable sales, thereby providing the Town with a much-needed source of additional sales tax revenues to provide municipal services to its residents; and

WHEREAS, the Town finds that the Owner's request qualifies for economic assistance from the Town under Section 3.04.025 of the Town Code.

NOW, THEREFORE, in reliance on the matters set forth above, and in consideration of the mutual covenants and promises expressed herein, the Town and the Owner hereby agree as follows:

ARTICLE I
DEFINITIONS

1.01 Defined Terms. Unless the context expressly indicates to the contrary, the following words, when capitalized in the text, shall have the meanings indicated:

Agreement: this Outlets at Castle Rock Retail Infrastructure Assistance Agreement.

Improvements: the public and private improvements necessary to support development of the Project.

Outlets: the Outlets at Castle Rock, a shopping center located in the Town whose address is 5050 Factory Shops Boulevard, Unit 437, Castle Rock, Colorado 80108.

Owner: Craig Realty Group-Castle Rock, LLC, a Colorado limited liability company d/b/a the Outlets at Castle Rock.

Project: the two restaurant pad sites to be located on the west side of the Outlets that will be developed by the Owner and sold and/or leased to one or more restaurant operators.

Project Approvals: the construction permits required under the Town Regulations for the Project, inclusive of applicable public works and building permits.

Restaurants: the 8,000-square foot sit-down restaurant and 7,000-square foot sit-down restaurant that will be located on the two restaurant pad sites to be developed by the Owner and sold and/or leased to one or more restaurant operators that are new to the Castle Rock market.

Town: the Town of Castle Rock, a home rule municipal corporation of the State of Colorado.

Town Code: the Castle Rock Municipal Code, as amended from time to time.

Town Fees: the permit fees, land use application fees, system development fees, and development impact fees, imposed by the Town pursuant to the Town Regulations, all as more particularly described in the schedule of estimated Town Fees attached hereto and incorporated herein as ***Exhibit 1***. For purposes of this Agreement, Town Fees shall not include Town use taxes on construction and building materials.

Town Regulations: the Town Charter, ordinances, resolutions, rules, regulations and technical criteria of the Town, including the Town Code, and other provisions of all zoning, subdivision and building codes, as the same may be amended from time to time.

Town Sales Tax: means the first 4.00% sales tax imposed by the Town on sales of goods and services that are subject to taxation as prescribed in Chapter 3.04 of the Town Code. For purposes of this Agreement, Town Sales Tax shall not include the 0.2% public safety sales tax authorized by the registered electors of the Town at the November 5, 2024, regular municipal election.

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

ARTICLE II
APPLICATION AND EFFECT

2.01 Applicability. This Agreement, and the financial incentives extended to the Owner for the Project, are exclusive to the Owner and to the Project and are not assignable or transferable to any other property, development interests, activities, or operations, except as expressly set forth herein.

2.02 Town Regulations. Town Regulations shall apply to the development of the Project in the same manner and effect as within other areas of the Town. The development and use of the Project shall be subject to the payment of all fees and taxes imposed by the Town through the Town Regulations.

2.03 Non-Exclusivity. This Agreement does not restrict the Town from extending financial assistance incentives to any other project or enterprise, including projects that may offer similar goods and services to those of the Project, and any other project or enterprise within the Outlets.

ARTICLE III
FINANCIAL ASSISTANCE

3.01 Qualifying Project. All financial assistance contained in this Article III is conditioned on (a) the issuance of Project Approvals by the Town by no later than December 31, 2026; (b) the construction and/or installation of all Improvements in accordance with applicable Town Regulations by no later than December 31, 2027 (subsections (a) and (b) shall be referred to individually and collectively as the "Compliance Date(s)"); (c) the opening of the Restaurants to the public by no later than December, 2028 (the "Opening Date"). If either of the Compliance Dates or the Opening Date is not met by the Owner, then, at the option of the Town, this Agreement may be terminated. In such event, the Agreement shall have no force or effect, and all financial assistance established in this Article III shall lapse.

Alternatively, the Town, at its sole option and discretion, may extend either Compliance Date and/or the Opening Date for good cause. Any action taken by the Town under this Section shall be effected by written notice to the Owner by the Town Manager and shall become effective and irrevocable as of the date of such notice. The cure rights afforded to the Owner under Section 4.03 shall be applicable to notice given pursuant to this Section 3.01.

3.02 Town Fee Rebate. Owner shall pay all Town Fees due at the time that it submits its applications for Project Approvals. The actual amount of the Town Fees due and owing by the Owner will be determined at the time of permit application and approval. The Town agrees to rebate to Owner an amount equal to 100.00% of all Town Fees paid by the Owner (the "Town Fee Rebate"). The Town Fee Rebate shall be paid to Owner in full by no later than 30 days following the Opening Date.

3.03 Sales Tax Rebate. Provided that (i) all Project Approvals have been issued by the Town; (ii) the Improvements have been constructed and/or installed in accordance with applicable Town Regulations and (iii) the Restaurants have opened for business in substantial conformance with this Agreement, pursuant to Section 3.04.025 of the Town Code, and subject to the conditions set forth below, the Town shall rebate to the Owner one-half (50.00%) of Town Sales Tax sales tax actually collected and received for taxable sales at the Restaurants for a period not to exceed five (5) years (60 months) commencing on the Opening Date (the "Sales Tax Rebate"). The total amount of Sales Tax Rebates paid hereunder shall not exceed the aggregate sum of $900,000.00 minus all Town Fees rebated pursuant to Section 3.02 hereof. All Sales Tax Rebate payments will be sent to the Owner on a quarterly basis in accordance with the following schedule:

Date Received	Payment Due Date
First Quarter (January, February, March)	May 31
Second Quarter (April, May, June)	August 31
Third Quarter (July, August, September)	November 30
Fourth Quarter (October, November, December)	February 28

Notwithstanding any language in this Agreement to the contrary, the Town, at its sole discretion, may elect to pay the Sales Tax Rebate, in whole or in part, at any time throughout the term of this Agreement, from any lawfully available source of Town revenues that have been budgeted and appropriated for this purpose.

3.04 No Creation of Debt or Multiple-Fiscal-Year Financial Obligation. The Town's commitment to pay Town Fee Rebates and Sales Tax Rebates to the Owner is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or a multiple-fiscal-year financial obligation by the Town contrary to Article X, Section 20 of the Colorado Constitution, or any other constitutional, statutory, or charter debt limitation.

With respect to any payment of Town Fee Rebates or Sales Tax Rebates that is due and owing in a future fiscal year, the Town's performance hereunder shall be conditioned upon the annual budget and appropriation of such payment by the Town Council. In the event Town Council should fail to authorize any such payment in a future fiscal year, the Town's obligation to make any such payment to the Owner shall expire at the close of the fiscal year for which Town funds were budgeted and appropriated for such purpose, without any penalty or further recourse to the Town.

3.05 Business Termination. This Agreement is specific to the Project and the Outlets, including the continued operation of the Restaurants. If, at any time throughout the term of this Agreement, either Restaurant ceases its business operations on the Property (except for temporary closures necessitated by remodeling, etc., damage or destruction due to casualty or other force majeure events) and the Owner fails to arrange for a new Restaurant tenant at such location within 90 days of such cessation, this Agreement shall terminate. In the event of such early termination, the Town shall make a final payment to the Owner of the Town Fee Rebate, if applicable, or that portion of the Sales Tax Rebate accrued to the date of termination.

3.06 Subordination. The Town's obligation to pay the Sales Tax Rebate to the Owner is subordinate to the Town's obligation to pay any current or future bonds, or other indebtedness which are backed by a Town sales tax pledge. In addition, the Town's obligation to pay the Sales Tax Rebate under Section 3.03 is contingent upon the existence of surplus in sales tax revenues in excess of the sales tax revenues necessary to meet such existing or future bond or debt service payments.

ARTICLE IV
OTHER PROVISIONS

4.01 Event of Default. Failure of the Town or the Owner to perform any covenant, agreement, obligation or provision of this Agreement, shall constitute an event of default under this Agreement.

4.02 Remedies. Upon default of this Agreement and failure to timely cure, the non-defaulting party shall have the right to take whatever action at law or in equity necessary or desirable to enforce performance and compliance with this Agreement, or to collect the monies then due and thereafter to become due; provided, however, in the event of a default by the Owner, the Town's sole remedy shall be to deny payments under Article III which become due to the Owner after the uncured event of default. In any such legal action, the prevailing party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other party.

4.03 Default Notice. In the event a party alleges that the other party is in default, the non-defaulting party shall first notify the defaulting party in writing of such default and specify the exact nature of the default in such notice. The defaulting party shall have twenty (20) business days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies.

4.04 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

4.05 Venue. Venue for any action to enforce or interpret the terms of this Agreement shall be in the District Court, Douglas County, Colorado.

4.06 Amendment. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing.

4.07 **Non-Assignability**. This Agreement and all interests and benefits of the Owner hereunder, including the financial assistance extended to the Owner, may not be assigned by the Owner without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed.

4.08 **No Third-Party Beneficiaries**. No third-party shall have any claim to the Town Fee Rebate or Sales Tax Rebate or the right to enforce or benefit from this Agreement. This Agreement creates no third-party beneficiaries. The Town will have fully discharged its obligation to pay the Town Fee Rebate or Sales Tax Rebate in any particular fiscal year by disbursement to the Owner. Accordingly, the Owner shall indemnify and defend the Town against any claims to the Town Fee Rebate or Sales Tax Rebate made by any third-party. Such indemnification shall extend to any reasonable attorney's fees incurred by the Town.

4.09 **Governmental Immunity**. Nothing in this Agreement is to be construed as a waiver of any limitations upon, or immunity from, suits against the Town, its officers, agents, or employees, as may be provided by law.

4.10 **Notice**. Any and all notices allowed or required to be given in accordance with this Agreement are deemed to have been given when delivered to a party, or three (3) days following the date the same is deposited in the United States mail, registered or certified, postage prepaid, return receipt requested, addressed to the other party at the address noted; or such address as is subsequently endorsed in writing.

If to Town:	Town of Castle Rock 100 N. Wilcox Street Castle Rock, Colorado 80104 Attn: David L. Corliss, Town Manager
With a copy to:	Town of Castle Rock 100 N. Wilcox Street Castle Rock, Colorado 80104 Attn: Michael J. Hyman, Town Attorney
If to Owner:	Craig Realty Group-Castle Rock, LLC 4100 MacArthur Boulevard, Suite 100 Newport Beach, California 92660 Attn: Steven L. Craig, President/Chief Executive Officer

4.11 **Entire Agreement**. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

(Signature pages to follow.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

TOWN:

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
David L. Corliss, Town Manager

OWNER:

CRAIG REALTY GROUP-CASTLE ROCK, LLC,
a Colorado limited liability company

_____
Steven L. Craig, President/Chief Executive Officer

EXHIBIT 1
SCHEDULE OF ESTIMATED TOWN FEES
(to be attached)

CRAIG REALTY GROUP

June 3, 2025

Town of Castle Rock
Mayor Jason Gray
Town Manager Dave Corliss
100 N Wilcox Street
Castle Rock, CO 80104

Dear Mayor Gray and Town Manager Corliss,

The Outlets at Castle Rock has been a vibrant shopping center of the Castle Rock community for over 30 years. Craig Realty Group – Castle Rock, LLC ("CRG") purchased the property in 2005 and has since reinvested over $50MM in the center through the addition of national retailers, new roofs, repaved parking lots, brick pavers throughout the center, 80-foot double sided LED sign, improved tenant and center signage, added landscaping and updated restrooms. These improvements have translated into significant increases in overall sales volume from $75MM in 2005 to over $200MMin 2024.

The retail environment has evolved over the years and shopping centers require the addition of quality restaurants to extend the customer experience. CRG recently completed a $3MM redesign of the former food court and has added four new first-class tenants to the front of the center. The next phase is to add restaurants to the proposed pad sites on the West side of the property. However, the increasing cost associated with preparing the sites have made the entire project cost prohibitive. We have limited Cap-X dollars to spend throughout our centers and feel this investment in the Castle Rock location would greatly benefit The Town of Castle Rock as well as the Outlets at Castle Rock.

CRG formally requests the Town of Castle Rock contribute $900,000 to the construction of the pad sites by reimbursing permit fees and all other Landlord associated fees normally paid to the Town for this type of work. The remainder would be paid through a 50% sales tax sharing program until the $900,000 has been paid or up to 10 years.

The Outlets at Castle Rock has been the largest provider of sales tax revenue to the Town of Castle Rock for the past 30 years. The proposed restaurant additions would create additional estimated annual sales of more than $18MM. With the Town's assistance we will continue to be a stable provider of sales tax for the next 30 years and beyond.

Sincerely,

Steven L. Craig
President/CEO

Castle Rock Performance Fund Application

Application Date: 5/28/05

1.1 GENERAL INFORMATION

Company (Applicant) Legal Name: Craig Realty Group-Castle Rock, LLC

DBA: Outlets at Castle Rock

Legal Entity (LLC, Sole Corporation, etc.): LLC **State of Registration:** CO

Contact Name: Steven L. Craig

Title with Company: President / CEO

Phone Number: 949.224.4115 **E-mail:** steve@craigrealtygroup.com

Address **Street:** 4100 MacArthur Blvd Suite 100

City: Newport Beach **State:** CA **Zip:** 92660

Project Address **Street:** 5050 Factory Shops Blvd #437

City: Castle Rock **State:** CO **Zip:** 80108

Company Website: craigrealtygroup.com / outletsatcastlerock.com

Applicant is:

- [x] Existing Castle Rock Business
- [ ] New Business to Castle Rock
- [ ] Relocating from Another City In Colorado
- [ ] Relocating from Another City Outside Colorado

1.2 INCENTIVE REQUEST

- [ ] Job Creation
- [x] Fee Rebates (building, development, etc.)
- [x] Tax Rebates (Sharing) (sales, ~~property~~)
- [ ] Other (please describe in attachment to this application)

Please provide a brief description/reason for the incentive request.

See attached letter

1.3 PROJECT DESCRIPTION

Please provide an overview of the business: the product/service and client/customer. Also provide a description of the property including square footage of building and site (acreage). If new business to Castle Rock, specify whether you plan to lease or purchase the property, as well as the proposed lead or purchase cost. Please include the projected opening date. Please attach information to this application.

1.4 EMPLOYMENT IMPACT

Current Number of Employees **Full-time:** 120 **Part-time:** 2500 **Contract:** _____

Average Salary/Wage of Current Employees: $15,75 an hour

Please describe any expansion or reduction in force expected in the next two years.

Please provide expected salary/wage of expected additional employees.

1.5 ADDITIONAL INFORMATION

Additional information may be requested by the Town of Castle Rock and/or the Castle Rock EDC. Questions regarding this application should be directed to the Castle Rock Economic Development Council, 303.688.7488.

1.6 APPLICANT SIGNATURE

Print Name:

Signature: _

CRAIG REALTY GROUP – CASTLE ROCK, LLC
a Colorado limited liability company

By: Eureka Realty Partners, Inc.,
a California corporation,
Manager

By: _____
Steven L. Craig,
President

1.7 RETURN COMPLETED APPLICATION

Return completed application to:

Castle Rock Economic Development Council
ATT: Frank Gray
18 S. Wilcox St. Suite 200
Castle Rock, CO 80104

Restaurant 1 - 8,000 sqft, sit down restaurant.

Fee Estimate
7/10/2025

Assumptions for Estimate: 1.5" domestic tap , A2 OCCUPANCY VB CONSTRUCTION TYPE - FEES BASED OFF OF MINIMUM BVD - IF THE APPLICANTS VALUATION IS HIGHER WE USE THE HIGHER VALUATION, and 3/4 inch irrigation tap.

COST DRIVERS: A2 VB @ 8000SQ FT X $194.71 PER SQ FT.		
VALUATION OF BUILDING PER BVD	$	1,557,680.00
# OF MF UNITS		0
TOTAL BUILDING SQFT		8,000
TAP SIZE BUILDING		1.5 inch
TAP SIZE IRRIGATION		3/4 inch
FEE YEAR		2025
SITE WORK	$	-

Fee estimates are based upon the information above, any changes to items above will adjust the balance of fees due

PERMIT FEE (not including use taxes):

FEE CATEGORY		2025
BUILDING PERMIT FEE	$	7,645.45
PLAN CHECK FEE	$	4,969.54
ADMIN COST RECOVERY	$	11,760.00
FIRE DEPARTMENT PLAN REVIEW (ESTIMATE ONLY)	$	800.00
FIRE DEPARTMENT PERMIT (ESTIMATE ONLY)	$	400.00
PERMIT & OTHER FEES TOTAL	$	25,574.99
FIRE IMPACT	$	2,336.00
MUNI FAC IMPACT	$	600.00
PARK IMPACT	$	-
POLICE IMPACT	$	1,256.00
TRANSPORT IMPACT	$	27,208.00
STORMWATER SFD (PLUM CREEK)	$	9,760.00
WATER SYSTEM (PER SFE)	$	27,559.00
RENEWABLE WATER (PER SFE)	$	111,505.00
WASTEWATER (PER SFE)	$	19,078.00
METER SET (NO FEE IF EXISTING USED)	$	2,213.50
TOTAL:	**$**	**227,090.49**

ADDITIONAL FIRE PERMITS (ESTIMATED):

FEE CATEGORY		AMOUNT 2025
CO2 Permit	$	365.21
Fire Alarm Permit	$	889.20
Fire Sprinkler Permit	$	1,288.65
BDA (if applicable)	$	275.39
Kitchen Hood Permit	$	310.71
Fireline Permit	$	482.75
FDC Permit	$	482.75
TOTAL:	**$**	**4,094.66**

IRRIGATION PERMIT:

FEE CATEGORY		AMOUNT 2025
IRRIGATION PERMIT	$	42,437.00
TOTAL:	**$**	**42,437.00**

SITE CONSTRUCTION/TESC PERMITS (not including use taxes):

FEE CATEGORY		AMOUNT 2025
CONSTRUCTION PERMIT COST:	$	950.00
TESC PERMIT COST:	$	1,200.00
TOTAL:	**$**	**2,150.00**

TOTAL FEE ESTIMATE RESTAURANT 1:	**$**	**275,772.15**

Restaurant 2 - 7,000 sqft, sit down restaurant.

Fee Estimate
7/7/2025
Assumptions for Estimate: 1.5" domestic tap , A2 OCCUPANCY VB CONSTRUCTION TYPE - FEES BASED OFF OF MINIMUM BVD - IF THE APPLICANTS VALUATION IS HIGHER WE USE THE HIGHER VALUATION, and 3/4 inch irrigation tap.

COST DRIVERS: A2 VB @ 7000SQ FT X $194.71 PER SQ FT.		
VALUATION OF BUILDING PER BVD	$	1,362,970.00
# OF MF UNITS		0
TOTAL BUILDING SQFT		7,000
TAP SIZE BUILDING		1.5 inch
TAP SIZE IRRIGATION		3/4 inch
FEE YEAR		2025
SITE WORK	$	-

Fee estimates are based upon the information above, any changes to items above will adjust the balance of fees due

PERMIT FEE (not including use taxes):

FEE CATEGORY		2025
BUILDING PERMIT FEE	$	6,933.70
PLAN CHECK FEE	$	4,506.91
ADMIN COST RECOVERY	$	10,290.00
FIRE DEPARTMENT PLAN REVIEW	$	800.00
FIRE DEPARTMENT PERMIT	$	400.00
PERMIT & OTHER FEES TOTAL	$	22,930.61
FIRE IMPACT	$	2,044.00
MUNI FAC IMPACT	$	525.00
PARK IMPACT	$	-
POLICE IMPACT	$	1,099.00
TRANSPORT IMPACT	$	23,807.00
STORMWATER SFD (PLUM CREEK)	$	8,540.00
WATER SYSTEM (PER SFE)	$	27,559.00
RENEWABLE WATER (PER SFE)	$	111,505.00
WASTEWATER (PER SFE)	$	19,078.00
METER SET (NO FEE IF EXISTING USED)	$	2,213.50
TOTAL:	**$**	**219,301.11**

ADDITIONAL FIRE PERMITS (ESTIMATED):

FEE CATEGORY		AMOUNT 2025
CO2 Permit	$	365.21
Fire Alarm Permit	$	889.20
Fire Sprinkler Permit	$	1,288.65
BDA (if applicable)	$	275.39
Kitchen Hood Permit	$	310.71
Fireline Permit	$	482.75
FDC Permit	$	482.75
TOTAL:	**$**	**4,094.66**

IRRIGATION PERMIT:

FEE CATEGORY		AMOUNT 2025
IRRIGATION PERMIT	$	42,437.00
TOTAL:	**$**	**42,437.00**

SITE CONSTRUCTION/TESC PERMITS (not including use taxes):

FEE CATEGORY		AMOUNT 2025
CONSTRUCTION PERMIT COST:	$	950.00
TESC PERMIT COST:	$	1,200.00
TOTAL:	**$**	**2,150.00**

TOTAL FEE ESTIMATE RESTAURANT 2:	**$**	**267,982.77**

TOTAL ESTIMATE BOTH BUILDINGS AND SITE PAD WORK:

TOTAL FEE ESTIMATE RESTAURANT 1:	**$**	**275,772.15**

TOTAL FEE ESTIMATE RESTAURANT 2:	**$**	**267,982.77**

PAD SITE CONSTRUCTION/TESC PERMITS (not including use taxes)::

FEE CATEGORY		AMOUNT 2025
CONSTRUCTION PERMIT COST:	$	9,963.36
TESC PERMIT COST:	$	1,200.00
TOTAL:	**$**	**11,163.36**

TOTAL BOTH RESTURANTS AND PAD SITE PERMITS=	**$**	**554,918.28**

Outlets at Castle Rock
Project Overview

Why Should The Town Support Critical Retail Centers?

- Supports the Tax Base (Critical Town Services)
- Supports the Communities needs for Goods and Services
- Attract Shoppers from outside of our community (increasing local sales tax collection/community benefit)
- Shopping Centers require significant reinvestment to stay relevant and attract high quality retailers

Outlets at Castle Rock

- Supports the Tax Base (Critical Town Services)
  - *Represents 10%+ of the Town's Sale Tax Collection* Supports the Communities needs for good and services
  - *Largest collection of outdoor apparel companies in the US*
- Attract Shoppers outside of our community, increasing local sales tax collection/community Benefit
  - *Largest outdoor mall In Colorado*
- Shopping Centers require reinvestment to stay relevant and attract high quality retailers
  - *Craig Realty has Invested over $50MM in the property*
  - *Outlets at Castle Rock reported 2024 as their strongest year of sales on record*

Outlets at Castle Rock
Project Overview

Outlets at Castle Rock
Project Overview (Phase 1)

Phase #1 (Private)

- Food Hall conversion (Complete)
- 12,000 SF of new retail
    - Sephora, Tumi, Vuori, Thommy Bahamans
- Just over $2mm of private investment

Outlets at Castle Rock
Project Overview (Phase 1 & 2)

Phase #1 (Private)

- Food Hall conversion (Complete)
- 12,000 SF of new retail
  - Sephora, Tumi, Vuori, Thommy Bahamans
- Just over $2mm of investment

Phase #2 (Private)

- Huntington Bank (in progress)
- Develop new building pad (new electrical, gas line, water line and sewer line)
- Import soil
- Repave and stripe parking lot
- Install curb and gutter

Outlets at Castle Rock
Project Overview (All Phases)

Phase #1 (Private)

- Food Hall conversion (Complete)
- 12,000 SF of new retail
  - Sephora, Tumi, Vuori, Thommy Bahamans
- Just over $2mm of investment

Phase #2 (Private)

- Huntington Bank (in progress)
- Develop new building pad (new electrical, gas line, water line and sewer line)
- Import soil
- Repave and stripe parking lot
- Install curb and gutter

Phase #3 (Partnership)

- Construction to start August 1st, 2025
- Restaurant pad site development
- Import 30,000 CY of structural fill
- Raise elevation of existing pads
- Connect new electrical, gas, water and sewer
- Construct new side walks
- Install larger sewer line
- Repave and stripe parking lot
- Install curb and gutter

Outlets at Castle Rock Incentive Recommendation (Pay for Performance)

Total Incentive

- Not to exceed $900,000

(Share Revenue, Not Risk)

Permit and Fee Rebate

- Estimated at $550,000

Sales Tax Share

- 50% of sales tax for 5 years or until the total incentive reaches $900,000

Outlets at Castle Rock

Questions

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 20. **File #:** RES 2025-087

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Resolution Approving the First Amendment to the Amended and Restated Intergovernmental Agreement Between the town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment *[Located along the Highway 85 Corridor North of E. Happy Canyon Rd to W. Titan Rd in northern Douglas County]*

Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving an amendment to the previously approved Amended and Restated Intergovernmental Agreement (IGA) with Douglas County. The latest engineering cost estimate for the Highway 85 Wastewater Collection and Treatment System project prepared by the team at 30% design indicates the project may cost as much as $18.8M. ARPA funding will only provide $14M resulting in a funding gap relative to the original Amended and Restated IGA.

The primary purpose of this amendment is to define how a funding gap for the project will be covered before the project moves into final design and construction. CRW is proposing to cover the funding gap. This amendment refines the financial structure and cost recovery terms associated with CRW's proposal to cover the funding gap. It is critical that the terms for covering this funding gap are in place prior to development of the final guaranteed maximum price contract. Key terms of the amendment include:

- Castle Rock Water will fund any funding shortfall for construction of the project up to a maximum of $4.8 million.
- System development fees (SDFs) collected for connectors to the project will pay off the Castle Rock Water contribution to the project first before any of that funding goes back to Douglas County or for improvements or expansions of the sewer system.
- A 25% surcharge will be added to the portion of the system development fee reimbursing any funding gap covered by Castle Rock Water, and this surcharge will be for use by Castle Rock Water to benefit its existing customers and system.
- Interest will accrue to the balance of the funding provided by Castle Rock Water at a rate of 5% per year until the funds provided by Castle Rock Water have been fully reimbursed.

- System development fees will be handled consistent with the original agreement once Castle Rock Water has been reimbursed, except for the 25% surcharge which will continue to be collected and used for improvements or expansions to the system.

Benefits to CRW of the Amendment to the IGA include:

- Ensures the benefits from the original Amended and Restated IGA still apply.
- Gives CRW more financial resources from the additional 25% surcharge over and above the additional financial resources provided by the current extraterritorial surcharge to accomplish our core mission and vision.
- Ensures that the $14M in ARPA funding will still be used for a lift station and force main that will allow CRW to bring reusable supplies directly back to the Plum Creek Water Reclamation Authority Wastewater Treatment Plant where those supplies can easily be accessed using CRW's existing infrastructure.

Budget Impact

CRW modeled the impact of this approach on rates and fees and CRW's capital plan. There is no impact on rates and fees based on the 2024 rates and fees model. With respect to the capital plan, CRW believes that it will not be impacted as long as CRW is able to be reimbursed in a 5 to 10-year timeframe. In order to be fully reimbursed, assuming a $4.8M gap, the project will have to connect approximately 660 single family equivalents (SFEs). Possible connectors have been identified as follows including estimated SFEs:

- CORE - 11 SFEs
- Plum Creek Trust Property - 600 SFEs (CRW already contracted to serve this development for water and sewer)
- Planned multi-family development - 227 SFEs
- Douglas County Public Works Building - 26 SFEs
- Douglas County School District Sedalia Elementary School - 22 SFEs

CRW has developed a model, see ***Attachment B***. which estimates the reimbursement. The model also identifies additional funding which will come to CRW under the Amendment to the IGA. This additional funding could be up to $389,753.

Staff Recommendation

Staff recommends Town Council approval of this Amendment to the Amended and Restated IGA with Douglas County for the Highway 85 Wastewater Collection and Treatment System.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

“I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

“I move to continue this item to the Town Council meeting on date to allow additional time to (list information needed).”

Attachments

Staff Report
Attachment A: Resolution
Exhibit: Agreement
Attachment B: Financial Model
Attachment C: Preliminary Map of Infrastructure
Attachment D: Preliminary Cost Estimates

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Title: **Resolution Approving an Amendment to the Amended and Restated Intergovernmental Agreement with Douglas County for the Highway 85 Wastewater Collection and Treatment System** *[Located along the Highway 85 Corridor North of E. Happy Canyon Rd to W. Titan Rd in northern Douglas County]*

Executive Summary

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The primary purpose of this amendment is to define how a funding gap for the project will be covered before the project moves into final design and construction. CRW is proposing to cover the funding gap. This amendment refines the financial structure and cost recovery terms associated with CRW's proposal to cover the funding gap. It is critical that the terms for covering this funding gap are in place prior to development of the final guaranteed maximum price contract. Key terms of the amendment include:

- Castle Rock Water will fund any funding shortfall for construction of the project up to a maximum of $4.8 million.
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- Interest will accrue to the balance of the funding provided by Castle Rock Water at a

rate of 5% per year until the funds provided by Castle Rock Water have been fully reimbursed.
- System development fees will be handled consistent with the original agreement once Castle Rock Water has been reimbursed, except for the 25% surcharge which will continue to be collected and used for improvements or expansions to the system.

Benefits to CRW of the Amendment to the IGA include:
- Ensures the benefits from the original Amended and Restated IGA still apply.
- Gives CRW more financial resources from the additional 25% surcharge over and above the additional financial resources provided by the current extraterritorial surcharge to accomplish our core mission and vision.
- Ensures that the $14M in ARPA funding will still be used for a lift station and force main that will allow CRW to bring reusable supplies directly back to the Plum Creek Water Reclamation Authority Wastewater Treatment Plant where those supplies can easily be accessed using CRW's existing infrastructure.

Notification and Outreach Efforts

CRW has worked closely with potential customers in the corridor including Sedalia, CORE, the Douglas County School District and new proposed developments in northern Douglas County.

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

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on April 26, 2023, and the Castle Rock Water Commission voted unanimously 6 to 0 to recommend Town Council approval of the Resolution as presented.

Council approved the original agreement with Douglas County at their meeting on May 2, 2023.

Castle Rock Water staff presented the Amended and Restated IGA with Douglas County at their meeting on May 22, 2024. Castle Rock Water Commission voted to unanimously (6 to 0) recommend Council approval of the Resolution.

Castle Rock Water staff presented the Amendment to the Amended and Restated IGA with Douglas County at their meeting on June 27, 2025. Castle Rock Water Commission voted unanimously (7-0) to recommend Council approval of the Resolution.

Discussion

The project is at 30% design. A Contract Manager at Risk (CMAR) has been brought on board as part of the design process. The team includes SJ Louis and Garver Engineering. At 30% design, the engineer provided an updated cost estimate which was approximately $18.8M. The team has since been working on options to lower the total cost. The CMAR will be providing a Final Guaranteed Maximum Price (FGMP) at approximately 60% design which is expected in September. Once the FGMP contract has been developed, CRW and Douglas County will need to make a decision as to whether to proceed with construction of the project. CRW wants to ensure that adequate funding is in place ahead of this decision point. CRW is proposing to fill

any funding gap over $14M up to a maximum of $18.8M or essentially up to a $4.8M gap.

Budget Impact

CRW modeled the impact of this approach on rates and fees and CRW's capital plan. There is no impact on rates and fees based on the 2024 rates and fees model. With respect to the capital plan, CRW believes that it will not be impacted as long as CRW is able to be reimbursed in a 5 to 10-year timeframe. In order to be fully reimbursed, assuming a $4.8M gap, the project will have to connect approximately 660 single family equivalents (SFEs). Possible connectors have been identified as follows including estimated SFEs:

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CRW has developed a model, see ***Attachment B***. which estimates the reimbursement. The model also identifies additional funding which will come to CRW under the Amendment to the IGA. This additional funding could be up to $389,753.

Staff Recommendation

Staff recommends Town Council approval of this Amendment to the Amended and Restated IGA with Douglas County for the Highway 85 Wastewater Collection and Treatment System.

Proposed Motion

"I move to approve the Resolution as introduced by title."

Alternative Motions

"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Attachment A: Resolution
Exhibit: Agreement
Attachment B: Financial Model
Attachment C: Preliminary Map of Infrastructure
Attachment D: Preliminary Cost Estimates

RESOLUTION NO. 2025-___

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

WHEREAS, the Town of Castle Rock, Colorado (the "Town") entered into the Amended and Restated Intergovernmental Agreement Between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System (the "Agreement") with Douglas County (the "County"); and

WHEREAS, the Agreement provides fourteen million dollars ($14,000,000.00) of American Rescue Plan Act funding for completion of the Highway 85 Wastewater Collection and Treatment System Project (the "Project"); and

WHEREAS, the latest engineering cost estimate for the Project indicates the Project may cost as much as eighteen million, eight-hundred thousand dollars ($18,800,000.00) to complete; and

WHEREAS, the Town is in a position to provide funding in the amount of four million, eight-hundred thousand dollars ($4,800,000.00) to cover the difference between the funds available under the Agreement and the updated Project estimate; and

WHEREAS, the Town wishes to provide this funding to the Project as long as the Agreement provides that the Town will be reimbursed for the same; and

WHEREAS, the Town has agreed to the terms and conditions by which the Town will provide this additional funding for the Project, all of which shall be incorporated into the Agreement upon the Town's and the County's execution of the First Amendment to the Amended and Restated Intergovernmental Agreement Between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System (the "First Amendment").

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. **Approval**. The First Amendment between the Town and the County is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

Section 2. **Encumbrance and Authorization for Payment**. In order to meet the Town's

financial obligations under the First Amendment, the Town Council authorizes the expenditure and payment in an amount not to exceed $4,800,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this ___ day of _____, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of __ for and __ against.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Michael J. Hyman, Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (the "First Amendment") is made and entered into this ___ day of _____, 2025 ("Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Castle Rock"), and the Board of County Commissioners of the County of Douglas ("Douglas County"), (each individually, a "Party", and collectively, the "Parties").

RECITALS:

WHEREAS, Castle Rock and Douglas County entered into an Amended and Restated Intergovernmental Agreement on May 22, 2024 (the "Agreement") for the design, construction, and operation of the Highway 85 Wastewater Collection and Treatment System the "Project"); and

WHEREAS, the Agreement provides that Douglas County shall commit fourteen million dollars in American Rescue Plan Act funds to the Project; and

WHEREAS, engineering for the Project, currently at 30% design, has determined the Project will actually have a total cost of up to $18.8 million, leaving a potential $4.8 million shortfall not accounted for in the Agreement; and

WHEREAS, Castle Rock wishes to fund the shortfall under specific terms related to reimbursement, interest, and surcharges on system development fees; and

WHEREAS, the Parties agree to incorporate said terms into the Agreement.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged for themselves and their successors, wish to memorialize this Amendment as follows:

1. **Definitions.** Terms used in this Amendment, when capitalized, shall have the same meanings assigned to them as set forth in the Agreement.

2. **Amendment.** Section 3(A) of the Agreement is hereby amended to read as follows:

"3. PROJECT DESIGN, CONSTRUCTION AND INSTALLATION.

A. Costs. The Estimated Castle Rock-Managed Project Infrastructure Costs, as shown in Exhibit A, shall include, without limitation, the following costs incurred by Castle Rock: (i) staff time spent administering the work set forth herein, which time shall be accounted for within the Project Management Fee; (ii) design of the Castle Rock-Managed Project Infrastructure; (iii) easement research and acquisition, and any right-of-way or other permitting fees; and (iv) construction and contract management. Castle Rock shall track all costs incurred during the course of the designing, constructing, and installing the Castle Rock-Managed Project Infrastructure; provided, however, that Douglas County acknowledges and agrees that Castle Rock staff time shall not be tracked.

(i) ARPA Funds. The total ARPA Funds that Douglas County will provide for the Castle Rock-Managed Project Infrastructure is fourteen million dollars ($14,000,000.00).

(ii) Funding Shortfall Commitment. Castle Rock shall pay up to a maximum of four million, eight-hundred thousand dollars ($4,800,000.00) beyond the $14 million in ARPA funding to complete final design and construction (the "Funding Shortfall Payment"). The Funding Shortfall Payment shall be reimbursed to Castle Rock as detailed herein. Any portion of the Funding Shortfall Payment not reimbursed to Castle Rock shall accrue interest at a rate of 5% per year ("Accrued Interest").

(iii) Reimbursement of Funding Shortfall Payment. All System Development Fees collected from customers connecting to the Highway 85 Wastewater System shall first be used to reimburse Castle Rock for the Funding Shortfall Payment and any Accrued Interest until fully repaid. Once Castle Rock has been reimbursed in full for its Funding Shortfall Payment and any Accrued Interest, all System Development Fees shall be processed as outlined in Sections 5(C) and 3(A)(iv) of the Agreement.

(iv) System Development Fee Surcharge. Castle Rock shall assess a surcharge of 25% of the portion of the System Development Fee financed by Castle Rock and that surcharge shall be to customers for all System Development Fees charged under this Agreement. This surcharge shall be retained by Castle Rock for the benefit of its existing customers and system. Once the Town is reimbursed in full for its Funding Shortfall Payment and any Accrued Interest, Castle Rock shall apply these surcharge funds only to improvements and expansions of the Sedalia sewer system.

3. **Ratification.** Except as expressly modified by this Amendment, the Agreement remains in full force and effect. To the extent any conflict arises between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereby execute this Amendment on the date first written above.

ATTEST:

_____
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

_____
Jason Gray, Mayor

Approved as to form:

_____
Sarah Jean Rodger, Assistant Town Attorney

Approved as to content:

_____
Mark Marlowe, Director of Castle Rock Water

ATTEST:

_____
Clerk to the Board

DOUGLAS COUNTY

By: _____

Name: _____

Title: _____

APPROVED AS TO FISCAL CONTENT:

_____
Director of Finance

APPROVED AS TO LEGAL FORM:

_____
Sr. Asst. County Attorney

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 2nd day of July, 2024 (the "Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Castle Rock"), and the Board of County Commissioners of the County of Douglas ("Douglas County"), (each, individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, Castle Rock operates a wastewater collection system and owns wastewater treatment capacity in the Plum Creek Water Reclamation Authority ("PCWRA") treatment facility to provide retail wastewater service to its customers; and

WHEREAS, Douglas County desires to utilize American Rescue Plan Act funding to design and construct a wastewater collection and treatment system along the Highway 85 corridor (the "Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System" or "System") in Douglas County, extending from the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, which System will allow all treated wastewater to be collected and reused in Douglas County to the maximum extent allowed by law; and

WHEREAS, Castle Rock and Douglas County believe that the System will help to ensure that all available reusable water supplies are reused within Douglas County to extinction, thereby extending the life of the Denver Basin aquifer; and

WHEREAS, Castle Rock and Douglas County believe that the System will help encourage and enable the future connection of properties along the Highway 85 corridor to renewable water supplies; and

WHEREAS, Castle Rock and Douglas County believe the System will encourage additional regional infrastructure and intergovernmental partnerships that will provide future benefits by expanding the use and availability of reusable and renewable water supplies in Douglas County and by creating economies of scale to keep down costs for all users of water and wastewater in the region; and

WHEREAS, Castle Rock and Douglas County believe the System will avoid the future proliferation of small, underfunded water and sanitation districts in this part of Douglas County; and

WHEREAS, Castle Rock and Douglas County believe the System will provide opportunities for collaboration in the development of recreational trails and facilities along the

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Highway 85 corridor, including a trail that will eventually extend from Castle Rock to Chatfield Reservoir; and

WHEREAS, Castle Rock has the experienced project engineering and management staff that are needed to help Douglas County construct the System; and

WHEREAS, Castle Rock also has the operational capacity and experience to own, operate, maintain, and, if necessary, replace the System, and/or manage the contracting for these services, for the benefit of the future customers of the System in unincorporated Douglas County; and

WHEREAS, Castle Rock is willing to make available at cost, plus an extraterritorial surcharge, wastewater treatment capacity it owns in the PCWRA treatment facility to serve customers of the System, but only if this proves to be the most cost-effective method of providing such service; and

WHEREAS, Castle Rock is willing to use its project engineering and management expertise to design and construct a System for Douglas County and to give Douglas County full authority to allocate capacity in the System to existing and future customers of the System; and

WHEREAS, Douglas County further desires to utilize American Rescue Plan Act funding to obtain easements to facilitate the construction, operation, and maintenance of the System along Plum Creek, which easements can exist in combination with existing and future trails, thereby expanding recreational amenities for Douglas County residents; and

WHEREAS, Castle Rock has the ability to acquire these easements on behalf of Douglas County; and

WHEREAS, Douglas County and Castle Rock believe the System will improve water quality in Plum Creek and Chatfield Reservoir, both of which are drinking water sources for Douglas County and Castle Rock, by eliminating failing wastewater lagoon systems and, eventually, septic systems; and

WHEREAS, Douglas County believes that the System will stimulate economic development and growth in the Highway 85 corridor; and

WHEREAS, based upon the foregoing reasons, the Parties find and determine that it is in the best interests of their respective customers and citizens to enter into this Agreement.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. DEFINITIONS.

The following terms, when capitalized, shall have the meanings indicated:

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

A. "ARPA Funds" shall mean funds encumbered by Douglas County in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Public Law No. 117-2 (March 11, 2021), together with all rules and regulations promulgated thereunder.

B. "Castle Rock-Managed Project Infrastructure" means that portion of the Project Infrastructure for which Castle Rock will manage the design, construction, and installation, including the Sedalia Lift Station and Force Main, which Infrastructure shall be used for the purpose of collecting wastewater from the Service Area for treatment at the PCWRA wastewater treatment facility using the PCWRA Treatment Capacity.

C. "Collection System" means that portion of the Project Infrastructure utilized for the collection and delivery of wastewater to the PCWRA wastewater treatment facility using PCWRA Treatment Capacity.

D. "Collection System Development Fee" means the fee that Castle Rock will charge to those persons seeking to develop or redevelop property within the Service Area for the right to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System. Said fee shall be charged for the purpose of defraying all costs associated with the design and construction of the Collection System and any improvements thereto, and shall consist of: (i) the capital recovery fee, which shall be calculated based on the Final Infrastructure Costs for the Collection System, (ii) the capital improvement fee, which shall be calculated based on the costs of increasing the capacity of the Collection System as may be necessary to serve new development or redevelopment in the Service Area, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant. All revenues generated by the Collection System Development Fee that reimburse Douglas County for its investment in the System shall be invested by Castle Rock in the Collection System. All other revenues generated by such Fee shall be retained by Castle Rock.

E. "Collection System Treatment Capacity" means that portion of the PCWRA Treatment Capacity actually used in the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

F. "Collection System Treatment Facility" means any treatment works, as defined in section 212 of the Federal Clean Water Act (33 U.S.C. §§1251, *et seq*.), that currently exists and is used to provide treatment capacity for the Project and/or is designed and constructed as part of the Project to be used in the storage, treatment, recycling, reuse, and reclamation of domestic and/or industrial wastewater generated by customers of the System for purposes of complying with the Federal Clean Water Act.

G. "Collection System Treatment Facility Development Fee" means the fee that Castle Rock will charge to those persons seeking to develop or redevelop property within

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

the Service Area for the right to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System. Said Fee shall be charged for the purpose of defraying all costs associated with design and construction of Collection System Treatment Facility and any improvements thereto, and shall consist of: (i) the capital recovery fee, which shall be calculated based on the Final Infrastructure Costs for the Collection System Treatment Facility, (ii) the capital improvement fee, which shall be calculated based on the costs of increasing the capacity of the Collection System Treatment Facility as may be necessary to serve new development or redevelopment in the Service Area, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant. All revenues generated by the Collection System Treatment Facility Development Fee will be retained by Castle Rock.

H. "Estimated Castle Rock-Managed Project Infrastructure Costs" means the estimated costs of designing, constructing and installing the Castle Rock-Managed Project Infrastructure, as more particularly described in the attached Exhibit A.

I. "Extraterritorial Surcharge" means the ten percent (10%) surcharge that Castle Rock will add to the Collection System Development Fees, the Collection System Treatment Facility Development Fees, the PCWRA Treatment System Development Fee, and all other rates and fees charged by Castle Rock in providing extraterritorial retail wastewater service to System customers.

J. "Final Castle Rock-Managed Project Infrastructure Costs" means the final costs of designing, constructing and installing the Castle Rock-Managed Project Infrastructure, as more particularly described in the amended Exhibit A.

K. "MGD" means million gallons per day.

L. "Necessary Improvement" means any improvement to the Castle Rock-Managed Project Infrastructure, (i) the construction or installation of which Castle Rock reasonably deems to be a necessary prerequisite for any person seeking to develop or redevelop property within the Service Area to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System, and (ii) which is in addition to those improvements to the Castle Rock-Managed Project Infrastructure that are funded by Collection System Development Fees or Collection System Treatment Facility Development Fees.

M. "PCWRA Treatment Capacity" means wastewater treatment capacity that Castle Rock owns in the PCWRA wastewater treatment facility, which capacity may be used in the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

N. "PCWRA Treatment System Development Fee" means the fee that Castle Rock will charge and collect from Douglas County or existing and/or future customers that connect to the Castle Rock-Managed Highway 85 Wastewater Collection and

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

Treatment System and use PCWRA Treatment Capacity for the purpose of defraying all costs associated with connecting to the PCWRA wastewater treatment facility. Said Fee shall consist of: (i) the capital recovery fee, which shall be calculated based on the amount of PCWRA Treatment Capacity required for a Single-Family Equivalent and retained by Castle Rock and (ii) the Extraterritorial Surcharge, which shall be retained by Castle Rock as reimbursement for the value of its Treatment Capacity in the PCWRA treatment facility. The current fee is set at $4,900 per Single Family Equivalent and shall be adjusted each year based on Castle Rock's annual study of rates and fees.

O. "Project" means the design, construction, and installation of the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

P. "Project Infrastructure" means the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System, all as more particularly identified in the description attached as Exhibit B and shown on the map attached as Exhibit B-1.

Q. "Project Management Fee" means the fee that Castle Rock charges Douglas County to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, which fee shall be equal to one percent (1%) of the Douglas County share of the Project costs.

R. "Reusable Water" means wastewater from water rights that can be used and reused to extinction, which wastewater shall be put into the Castle Rock-Managed Project Infrastructure and, thereby, made available for purchase by Castle Rock.

S. "Service Area" means the area located in unincorporated Douglas County within which Castle Rock will provide retail wastewater service through the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System as shown on the map attached as Exhibit C. Upon the delivery of written notice thereof to Castle Rock, Douglas County may designate additional property in unincorporated Douglas County to be included within the Service Area, subject to the availability of sufficient capacity in the System to serve such property.

T. "Single Family Equivalent" means the relative measure of demand placed on any wastewater facility or infrastructure by an average single-family residential unit.

U. "System Development Fees" means, collectively and individually, as applicable, Collection System Development Fees, Collection System Treatment Facility Development Fees, and PCWRA Treatment System Development Fees.

2. DESCRIPTION OF PROJECT.

A. Consideration. Douglas County agrees to use available American Rescue Plan Act funds to help: (i) finance the design, construction, and installation of a wastewater collection and treatment system along the Highway 85 corridor, extending

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

approximately from south of the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, and (ii) acquire all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the System. In consideration of obtaining access to available Reusable Water in the Service Area and the payment by Douglas County of fourteen million dollars ($14,000,000.00) of ARPA Funds for the design, construction, and installation of Project Infrastructure and the Project Management Fee, Castle Rock agrees to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure. Douglas County acknowledges and understands that Castle Rock is in the process of negotiating additional agreements that will be required to ensure the design and construction of a complete wastewater collection and treatment system. If, for whatever reason, Castle Rock is unable to consummate these agreements, Castle Rock will work with Douglas County to amend and/or terminate this Agreement as may be necessary.

B. Ownership. Upon the substantial completion of construction and the initial acceptance of the Castle Rock-Managed Project Infrastructure by Douglas County and Castle Rock, ownership of the Castle Rock-Managed Project Infrastructure shall be conveyed to Castle Rock by the general contractor of the Project, along with all warranties associated therewith. Thereafter, Castle Rock agrees to own, operate, maintain, repair and replace the Castle Rock-Managed Project Infrastructure. Castle Rock further agrees to own, operate, maintain, repair and replace any wastewater collection infrastructure that is paid for by, and built to serve any new or existing development connecting to the Castle Rock Managed Project Infrastructure and to provide retail wastewater service to those Douglas County residents within the Service Area who connect to the Castle Rock-Managed Project Infrastructure.

3. PROJECT DESIGN, CONSTRUCTION, AND INSTALLATION.

A. Costs. The Estimated Castle Rock-Managed Project Infrastructure Costs, as shown in Exhibit A, shall include, without limitation, the following costs incurred by Castle Rock: (i) staff time spent administering the work set forth herein, which time shall be accounted for within the Project Management Fee; (ii) design of the Castle Rock-Managed Project Infrastructure; (iii) easement research and acquisition, and any right-of-way or other permitting fees; and (iv) construction and contract management. Castle Rock shall track all costs incurred during the course of the designing, constructing, and installing the Castle Rock-Managed Project Infrastructure; provided, however, that Douglas County acknowledges and agrees that Castle Rock staff time shall not be tracked. The total ARPA Funds that Douglas County will provide for the Castle Rock-Managed Project Infrastructure is fourteen million dollars ($14,000,000.00).

B. Change Orders. Douglas County acknowledges and agrees that the Estimated Castle Rock-Managed Project Infrastructure Costs may increase at any time during the design, construction or installation of the Castle Rock-Managed Project Infrastructure. Castle Rock shall provide updated Estimated Castle Rock-Managed

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

Project Infrastructure Costs to Douglas County on a quarterly basis through completion of the Castle Rock-Managed Project Infrastructure. Upon completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall prepare an amended Exhibit A showing the Final Castle Rock-Managed Project Infrastructure Costs. Upon agreement of the Parties as to the amount of the Final Castle Rock-Managed Project Infrastructure Costs, the amended Exhibit A shall be substituted for the original Exhibit A and shall be incorporated into this Agreement.

C. Scope of Work. The general proposed scope of work for the Project Infrastructure and the estimated timeline are provided in the attached Exhibit D (the "Scope of Work").

D. Examination of Records; Dispute Resolution. At Douglas County's request, Castle Rock shall provide records relating to the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, including copies of each draw request from the general contractor, together with paid invoices or such other documentation as may be available and reasonably requested for Douglas County to verify the Final Castle Rock-Managed Project Infrastructure Costs. The Parties shall cooperate to resolve any disputes concerning the Final Castle Rock-Managed Project Infrastructure Costs. If the Parties are unable to resolve their dispute informally, they shall submit the dispute to non-binding mediation before a mutually agreeable mediator. If the Parties remain unable to resolve their dispute within sixty (60) days of commencing mediation, the Parties may pursue any remedies lawfully available to them.

E. Costs in Excess of Contingency. Castle Rock shall administer the Castle Rock-Managed Project Infrastructure in substantially the same manner and with the same care as other Castle Rock design and construction projects of a similar scope and nature. Castle Rock shall manage all change orders and costs adjustments within a contingency amount agreed to by the Parties. Adjusted cost estimates will be made based upon actual construction bids or change orders. If the Estimated Castle Rock-Managed Project Infrastructure Costs need to be adjusted over and above the contingency amount, Castle Rock shall give written notice to Douglas County. Douglas County shall have 30 days to provide approval of such additional costs. If Douglas County does not approve the additional costs, the Parties will meet to review and identify opportunities to decrease the overall Scope of Work to bring the Estimated Castle Rock-Managed Project Infrastructure Costs within the amount of funding available under ARPA. If the Parties cannot identify opportunities to decrease the overall Scope of Work and Estimated Castle Rock-Managed Project Infrastructure Costs, then the Parties agree to submit the dispute to non-binding mediation as provided in Subsection D of this Section.

F. Easements. Castle Rock agrees to undertake the acquisition of all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the Castle

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Rock-Managed Project Infrastructure. All such real property interests shall be granted to Castle Rock at the time of acquisition. In addition, provision shall be made for recreational trail easements in locations consistent with Douglas County's draft Plum Creek Regional Trail feasibility study. Any trail easements acquired by Castle Rock for this purpose shall be granted to Douglas County at the time of acquisition. Wherever feasible, such easements may be non-exclusive and occupy the same location as the real property interests granted to Castle Rock pursuant to this Subsection F.

G. Contract Solicitation. Castle Rock will undertake the bidding and contracting for design, property acquisition, and construction services utilizing its standard design and construction contracting processes. Selected consultants and contractors will be provided to Douglas County by Castle Rock for Douglas County' concurrence prior to the signing of each contract. Douglas County shall fully fund each contract prior to award by Castle Rock and partially fund any remaining contract until the full amount of ARPA funds allocated to this Project has been invested in the Castle Rock-Managed Project Infrastructure. For any construction contract, the Parties will enter into a separate agreement to establish an escrow account, which account shall be funded by Douglas County to the appropriate amount of each such contract, plus a reasonable contingency. This escrow account will be used for payment of all invoices for each such contract. The Parties acknowledge and agree that the construction of the Castle Rock-Managed Project Infrastructure may be phased as the Parties may deem appropriate, and that separate construction contracts may be entered into for each phase of the Castle Rock-Managed Project Infrastructure.

H. Escrow. Castle Rock will review and approve all consultant and contractor invoices that are funded with ARPA Funds and then forward said invoices to Douglas County for approval on a monthly basis. Douglas County will review and approve said invoices within fifteen (15) days following receipt of the invoice and then submit the approved invoices to the escrow agent for payment to the contractor. Payment from the escrow account shall be made in full within thirty (30) days following receipt of the invoice from the contractor.

I Insurance. Castle Rock will require each Project contractor to procure and maintain the following types and amounts of insurance in accordance with the requirements of Castle Rock's purchasing policies, with each policy to be issued to include Douglas County, its officers and employees, as and additional named insured:

(i) Commercial General Liability Insurance, including coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate.

(ii) Comprehensive Automobile Liability Insurance, including coverage for each of the contractor's owned, hired and/or non-owned vehicles assigned

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

to or used in performance of the services, with minimum combined single limits for bodily injury and property damage of not less than $1,000,000 for each occurrence and $1,000,000 aggregate.

(iii) Workers' Compensation Insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under the contract, and Employer's Liability insurance with minimum limits of $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee.

(iv) Builder's Risk or Installation Floater Policy, at Castle Rock's discretion, in an amount equal to the value of the Project where the possibility exists of loss or damage to the Project (for the construction contract only).

(v) Professional Liability Insurance, including coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate (for the design contract only).

4. CAPACITY ALLOCATION.

A. Capacity Reservation and Allocation. Concurrent with the substantial completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall grant Douglas County a license for Douglas County's proportional share in the permanent capacity of the Castle Rock-Managed Project Infrastructure (the "License"). Castle Rock will retain all other capacity in the Castle Rock-Managed Project Infrastructure. This will result in an estimated initial allocation of permanent capacity in the System of 5% for Castle Rock and 95% for Douglas County. A final allocation shall be determined by the Parties at the time of final design of the Castle Rock-Managed Project Infrastructure. As new customers connect to the Castle Rock-Managed Project Infrastructure, Castle Rock's share of the allocation of permanent capacity shall increase, while Douglas County's share of the allocation of permanent capacity will decrease, by the amount of permanent capacity needed to serve each new customer.

B. Access Restriction. The Parties acknowledge and agree that the License granted herein is for capacity in the Castle Rock-Managed Project Infrastructure only. Following the transfer of ownership of Castle Rock-Managed Project Infrastructure as provided in Subsection A of this section, Douglas County shall not at any time access the Castle Rock-Managed Project Infrastructure or other facilities or property owned or controlled by Castle Rock, except pursuant to the terms, restrictions and conditions set forth in this Agreement.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

C. License Capacity. The total capacity of the Castle Rock-Managed Project Infrastructure is set forth in Exhibit B. The License granted to Douglas County is limited to the percentage share set forth in Subsection A of this Section, which share may not be sold or assigned by Douglas County. If the total capacity of the Castle Rock-Managed Project Infrastructure should ever exceed the amounts set forth in Exhibit B for any reason, as determined by Castle Rock in its sole discretion, the excess capacity shall be allocated between Castle Rock and Douglas County based upon the prorated funding of such capacity until such time as new customers connect to the System and such capacity is allocated to Castle Rock as set forth in Subsection A of this Section.

D. Capacity Restriction. If capacity in the Castle Rock-Managed Project Infrastructure is restricted on account of maintenance, emergencies, force majeure, or legal or regulatory requirements, Castle Rock shall forthwith advise Douglas County of such capacity restriction and the anticipated duration thereof, and apportion capacity in the Castle Rock-Managed Project Infrastructure based upon Douglas County's proportional share of Castle Rock-Managed Project Infrastructure capacity.

E. Limitations. The allocation of costs set forth herein between Castle Rock and Douglas County is intended to apply solely to the costs of designing, constructing, and installing the Castle Rock-Managed Project Infrastructure, and shall not be construed to include costs and fees related to the operation, maintenance, repair, or replacement of the Castle Rock-Managed Project Infrastructure. Such costs and other related terms and conditions, shall be managed by Castle Rock.

F. Warranty. Upon the completion of construction, initial acceptance, and conveyance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall be the sole owner of the Castle Rock-Managed Project Infrastructure and all warranties associated therewith, subject to the rights of Douglas County as further set forth herein. Castle Rock represents and warrants to Douglas County that Castle Rock either has, or will obtain, all necessary right, title and interest in the Castle Rock-Managed Project Infrastructure to convey the License set forth in Subsection A of this Section. Castle Rock does covenant and agree that it shall warrant and forever defend Douglas County in its quiet and peaceful possession of its license rights granted herein against all and every person or persons. In the event that the license or any part thereof is challenged by the person or entity granting rights, interests or title to Castle Rock or any portion thereof, Castle Rock shall, to the extent permitted by law, take all necessary actions to acquire the requisite interest needed to satisfy its obligations hereunder; provided that, for so long as Douglas County has capacity in the System, Douglas County may be required by Castle Rock to pay its proportional share of the costs related to any action taken by Castle Rock if the need for such action is not due to the negligence of Castle Rock.

G. Insurance. Castle Rock shall procure and maintain property insurance for the Castle Rock-Managed Project Infrastructure that is substantially similar to the coverage

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

maintained by Castle Rock for other similar Castle Rock-owned water and wastewater infrastructure. If the Castle Rock-Managed Project Infrastructure is damaged, Castle Rock shall allocate all proceeds from the insurance policy towards repairing the Project Infrastructure

5. RETAIL WASTEWATER SERVICE.

A. Wastewater Collection and Treatment System Capacity. Douglas County shall be allocated licensed capacity in the Castle Rock-Managed Project Infrastructure. Douglas County can make this capacity available for customers in the Service Area. Douglas County and Castle Rock agree that service to future development within the Service Area will be provided in the most cost-effective manner as determined by Castle Rock, as the retail wastewater service provider, and the customer applying for service

B. General Service Requirements. Castle Rock will be the retail provider of wastewater service in the Service Area. With regard to property within the Service Area that (i) is undeveloped as of January 1, 2023, or (ii) is fully developed, but for which approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for the development or redevelopment of such property, which application shall include a request to connect to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. Castle Rock will set an application fee for evaluation of the service options to the property that is the subject of the application and, upon collection of that fee, will evaluate service options for such property. If Douglas County has adequate capacity for Castle Rock to serve the property under the License, Castle Rock will then calculate the amount of System Development Fees that it will charge the applicant for the right to connect to the Castle Rock-Managed Project Infrastructure. Castle Rock will also determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant stating the total System Development Fees that the applicant will be required to pay and identifying the Necessary Improvements that the applicant will be required to provide. Douglas County, as the land use agency for the Service Area, will provide the required review(s) for the development or redevelopment application in accordance with its land use rules and regulations; provided, however, that Douglas County agrees that Castle Rock's rules and regulations regarding water, wastewater, and water conservation, including landscaping, shall take precedence over any Douglas County rules and regulations pertaining to this subject matter. Upon approval by Douglas County of the development or redevelopment application, the payment of all applicable System Development Fees to Castle Rock, and the substantial completion of all Necessary Improvements, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the newly developed or redeveloped property.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

With regard to property within the Service Area that is fully developed as of January 1, 2023, and for which no approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for connection to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. If Douglas County has adequate capacity to serve the property under the License, Castle Rock will then determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant identifying the Necessary Improvements that the applicant will be required to provide. No System Development Fees associated with that portion of the Castle Rock-Managed Project Infrastructure funded by Douglas County will be charged to the applicant, as long as Douglas County has adequate capacity to serve the property with the Castle Rock-Managed Project Infrastructure; provided, however, that if the applicant will be using PCWRA Treatment Capacity and/or any portion of the Castle Rock-Managed Project Infrastructure not funded by Douglas County, Castle Rock will charge and collect from the property owner the PCWRA Treatment System Development Fee and other System Development Fees as appropriate. If Douglas County does not have adequate capacity available, then the application will be treated as if it is an application for the development or redevelopment of property within the Service Area. In such cases, Castle Rock will calculate System Development Fees in a manner similar to how they are calculated for new development or redevelopment. Upon approval by Douglas County of the connection application and the substantial completion of all Necessary Improvements, and, if applicable, the payment of System Development Fees to Castle Rock, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the property.

Each connection shall meet all of Castle Rock's connection requirements, which requirements are generally set forth in Title 13 of the Castle Rock Municipal Code. Such connection shall also meet the PCWRA Code of Rules and Regulations dated May 19, 2020, and adopted by reference pursuant to Section 13.04.020 of the Castle Rock Municipal Code. As consideration for allowing the connection to the Castle Rock-Managed Project Infrastructure, Douglas County will allocate to Castle Rock the pro-rated capacity in the Castle Rock-Managed Project Infrastructure that will be used by new development or redevelopment. The allocation of such capacity shall be memorialized in an annual statement to be provided by Castle Rock to Douglas County by no later than thirty (30) days following the end of each calendar year. Within thirty (30) days following the date upon which all capacity in the Castle Rock-Managed Project Infrastructure has been allocated to Castle Rock pursuant to the terms of this Subsection B, Castle Rock will send Douglas County written notice that the License granted to Douglas County herein is terminated.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

C. Use of System Development Fees. With the exception of System Development Fees or the portion of System Development Fees that is due to Castle Rock, the System Development Fees for Douglas County's licensed capacity will be: (i) reinvested by Douglas County in the design, construction, and installation of additional components of the Castle Rock-Managed Project Infrastructure in the Service Area as recommended by Castle Rock to Douglas County or (ii) returned to Douglas County for other uses as determined in Douglas County's sole discretion. The amount of System Development Fees associated with Douglas County's licensed capacity will be collected, reported, and transferred to Douglas County no less than annually. Based on the amount of System Development Fees collected for Douglas County's licensed capacity, Castle Rock will notify Douglas County as to the specific infrastructure it intends to fund with System Development Fees, along with the estimated costs of such infrastructure. Such notice will be presented to Douglas County annually for its review and approval. A separate intergovernmental agreement will be negotiated and executed by the Parties for each such infrastructure component, identifying the amount of the System Development Fees that Douglas County will agree to use for such purpose. Nothing in this Agreement shall be deemed to require Douglas County to use System Development Fees associated with Douglas County's licensed capacity for expansion of the Castle Rock-Managed Project Infrastructure.

D. Renewable Water Requirement. For new development or redevelopment in the Service Area, Castle Rock will require the developer or redeveloper to provide a renewable water supply for their development or redevelopment as a condition precedent to obtaining a "will serve" letter from Castle Rock to connect to the Castle Rock-Managed Project Infrastructure.

E. Limitations. At such time as Castle Rock agrees to be the retail wastewater provider to any property within the Service Area, any costs and fees related to the operation, maintenance, repair, or replacement of any wastewater infrastructure that Castle Rock owns or comes to own will be assessed in accordance with Castle Rock's standard rate-setting policies and procedures, and shall include a 10% extraterritorial surcharge separate from the process of setting and collecting System Development Fees.

6. AMERICAN RESCUE PLAN ACT PROVISIONS.

A. Acknowledgement. Castle Rock acknowledges and agrees that the funds encumbered by Douglas County to pay for the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, and the acquisition of all easements, rights-of way, and other real property interests necessary and appurtenant thereto, have been provided in accordance with ARPA. The Parties acknowledge that all ARPA Funds) may only be used to cover those eligible costs incurred by Douglas County during the period that begins on March 3, 2021, and ends on December 31, 2024, including costs incurred to make necessary investments in sewer infrastructure. The Parties anticipate that the total amount of

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ARPA Funds available for the Castle Rock-Managed Project Infrastructure shall not exceed $14,000,000.

B. Use of ARPA Funds. Castle Rock shall only utilize ARPA Funds for the purposes described in this Agreement. Castle Rock agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached as Exhibit E. All invoices submitted by Castle Rock to Douglas County pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. Castle Rock shall segregate and specifically identify the time and expenditures billed to Douglas County on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services provided by Castle Rock for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

C. ARPA Deadlines. Douglas County agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed by Castle Rock under this Agreement no later than December 31, 2024. Castle Rock agrees and acknowledges that all services performed by Castle Rock using ARPA Funds must be performed by no later than December 31, 2026.

D. Reporting Requirements. To the extent that Castle Rock's services hereunder contemplate the spending of ARPA Funds, Castle Rock shall provide to Douglas County information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Castle Rock shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by Douglas County. Castle Rock shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as Castle Rock.

E. Inspection of Records. Castle Rock shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of Douglas County or of the Federal government, including the Special Inspector General for Pandemic Recovery, have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to Castle Rock's use of ARPA Funds pursuant to this Agreement. Castle Rock shall cooperate with Federal and Douglas County representatives and such representatives shall be granted access to the foregoing documents and

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations. No examination of records and audits pursuant to this section shall require Castle Rock to make disclosures in violation of state or federal privacy laws.

7. DEFAULT/REMEDIES. In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default or, if such default is not capable of being cured within thirty (30) days, cure of such default shall commence and be diligently pursued. In no event shall the cure period exceed thirty (30) days for monetary defaults, or sixty (60) days for non-monetary defaults, except by written consent of the non-defaulting party. In the event the defaulting party has failed to cure in accordance with this Section, the non-defaulting party may pursue all available remedies at law or equity. In addition, Castle Rock shall have the ability to withhold services to manage the design and construction of the Project Infrastructure due to a monetary default by Douglas County.

8. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

F. Assignability. This Agreement and the License granted herein may not be assigned, pledged or transferred, in whole or in part, without the express written consent of the other Party which consent shall not be unreasonably withheld.

G. No Public Dedication/No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third-party beneficiary interests are created nor intended to be created by this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

If to Castle Rock: Town of Castle Rock
Attn: Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

with copy to: Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

If to Douglas County: Douglas County
Attn: Special Projects Manager
100 Third Street
Castle Rock, CO 80104

with copy to: Douglas County
Attn: County Attorney
100 Third Street
Castle Rock, CO 80104

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

K. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for county in which a Party has its principal place of business.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Non-Severability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portions) that as near as possible give effect to any stricken portion(s).

Q. Force Majeure. Each Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; action of the government (except the parties hereto); war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provided further, that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the Party not performing.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

(Signature pages to follow)

DS

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...

Jason Gray, Mayor

Approved as to form:

DocuSigned by:
F7347F32A6794D1...

Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
FEA6D2E651B241D...

Mark Marlowe, Director Castle Rock Water

STATE OF COLORADO)
) *ss.*
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this 8th day of July, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

DS

Witness my official hand and seal.

My commission expires: 9/30/2024

DocuSigned by:
9C2E9ABFE4D1A3...

Notary Public

DAN#20084033388-459132

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

_____ _____

_____ _____

Approved as to form:

_____

_____

STATE OF COLORADO)
) *ss.*
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this __ day of _____, 2024, by _____ for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:

_____
Notary Public

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY: n/a

DATE:

APPROVED AS TO FISCAL CONTENT:

BY: Signed by: Andrew Copland 19B6927A7A3A4AC...

Andrew Copland

Director of Finance

DATE: **8/23/2024**

APPROVED AS TO LEGAL FORM:

BY: DocuSigned by: Christopher Pratt 573DD015549D4F7...

Christopher Pratt

Sr. Asst. Cty. Atty.

DATE: **8/22/2024**

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

ATTEST:

Signed by:

DocuSigned by:
Hayley Hall
166E3E33F00249B...

Hayley Hall Clerk to the Board

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this 23rd day of August, 2024, by George Teal for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:
2/8/25

Notary Public

AMY T. WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974000634
MY COMMISSION EXPIRES 2/8/2025

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 2nd day of July, 2024 (the "Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Castle Rock"), and the Board of County Commissioners of the County of Douglas ("Douglas County"), (each, individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, Castle Rock operates a wastewater collection system and owns wastewater treatment capacity in the Plum Creek Water Reclamation Authority ("PCWRA") treatment facility to provide retail wastewater service to its customers; and

WHEREAS, Douglas County desires to utilize American Rescue Plan Act funding to design and construct a wastewater collection and treatment system along the Highway 85 corridor (the "Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System" or "System") in Douglas County, extending from the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, which System will allow all treated wastewater to be collected and reused in Douglas County to the maximum extent allowed by law; and

WHEREAS, Castle Rock and Douglas County believe that the System will help to ensure that all available reusable water supplies are reused within Douglas County to extinction, thereby extending the life of the Denver Basin aquifer; and

WHEREAS, Castle Rock and Douglas County believe that the System will help encourage and enable the future connection of properties along the Highway 85 corridor to renewable water supplies; and

WHEREAS, Castle Rock and Douglas County believe the System will encourage additional regional infrastructure and intergovernmental partnerships that will provide future benefits by expanding the use and availability of reusable and renewable water supplies in Douglas County and by creating economies of scale to keep down costs for all users of water and wastewater in the region; and

WHEREAS, Castle Rock and Douglas County believe the System will avoid the future proliferation of small, underfunded water and sanitation districts in this part of Douglas County; and

WHEREAS, Castle Rock and Douglas County believe the System will provide opportunities for collaboration in the development of recreational trails and facilities along the

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

Highway 85 corridor, including a trail that will eventually extend from Castle Rock to Chatfield Reservoir; and

WHEREAS, Castle Rock has the experienced project engineering and management staff that are needed to help Douglas County construct the System; and

WHEREAS, Castle Rock also has the operational capacity and experience to own, operate, maintain, and, if necessary, replace the System, and/or manage the contracting for these services, for the benefit of the future customers of the System in unincorporated Douglas County; and

WHEREAS, Castle Rock is willing to make available at cost, plus an extraterritorial surcharge, wastewater treatment capacity it owns in the PCWRA treatment facility to serve customers of the System, but only if this proves to be the most cost-effective method of providing such service; and

WHEREAS, Castle Rock is willing to use its project engineering and management expertise to design and construct a System for Douglas County and to give Douglas County full authority to allocate capacity in the System to existing and future customers of the System; and

WHEREAS, Douglas County further desires to utilize American Rescue Plan Act funding to obtain easements to facilitate the construction, operation, and maintenance of the System along Plum Creek, which easements can exist in combination with existing and future trails, thereby expanding recreational amenities for Douglas County residents; and

WHEREAS, Castle Rock has the ability to acquire these easements on behalf of Douglas County; and

WHEREAS, Douglas County and Castle Rock believe the System will improve water quality in Plum Creek and Chatfield Reservoir, both of which are drinking water sources for Douglas County and Castle Rock, by eliminating failing wastewater lagoon systems and, eventually, septic systems; and

WHEREAS, Douglas County believes that the System will stimulate economic development and growth in the Highway 85 corridor; and

WHEREAS, based upon the foregoing reasons, the Parties find and determine that it is in the best interests of their respective customers and citizens to enter into this Agreement.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. DEFINITIONS.

The following terms, when capitalized, shall have the meanings indicated:

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

A. "ARPA Funds" shall mean funds encumbered by Douglas County in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Public Law No. 117-2 (March 11, 2021), together with all rules and regulations promulgated thereunder.

B. "Castle Rock-Managed Project Infrastructure" means that portion of the Project Infrastructure for which Castle Rock will manage the design, construction, and installation, including the Sedalia Lift Station and Force Main, which Infrastructure shall be used for the purpose of collecting wastewater from the Service Area for treatment at the PCWRA wastewater treatment facility using the PCWRA Treatment Capacity.

C. "Collection System" means that portion of the Project Infrastructure utilized for the collection and delivery of wastewater to the PCWRA wastewater treatment facility using PCWRA Treatment Capacity.

D. "Collection System Development Fee" means the fee that Castle Rock will charge to those persons seeking to develop or redevelop property within the Service Area for the right to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System. Said fee shall be charged for the purpose of defraying all costs associated with the design and construction of the Collection System and any improvements thereto, and shall consist of: (i) the capital recovery fee, which shall be calculated based on the Final Infrastructure Costs for the Collection System, (ii) the capital improvement fee, which shall be calculated based on the costs of increasing the capacity of the Collection System as may be necessary to serve new development or redevelopment in the Service Area, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant. All revenues generated by the Collection System Development Fee that reimburse Douglas County for its investment in the System shall be invested by Castle Rock in the Collection System. All other revenues generated by such Fee shall be retained by Castle Rock.

E. "Collection System Treatment Capacity" means that portion of the PCWRA Treatment Capacity actually used in the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

F. "Collection System Treatment Facility" means any treatment works, as defined in section 212 of the Federal Clean Water Act (33 U.S.C. §§1251, *et seq*.), that currently exists and is used to provide treatment capacity for the Project and/or is designed and constructed as part of the Project to be used in the storage, treatment, recycling, reuse, and reclamation of domestic and/or industrial wastewater generated by customers of the System for purposes of complying with the Federal Clean Water Act.

G. "Collection System Treatment Facility Development Fee" means the fee that Castle Rock will charge to those persons seeking to develop or redevelop property within

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

the Service Area for the right to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System. Said Fee shall be charged for the purpose of defraying all costs associated with design and construction of Collection System Treatment Facility and any improvements thereto, and shall consist of: (i) the capital recovery fee, which shall be calculated based on the Final Infrastructure Costs for the Collection System Treatment Facility, (ii) the capital improvement fee, which shall be calculated based on the costs of increasing the capacity of the Collection System Treatment Facility as may be necessary to serve new development or redevelopment in the Service Area, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant. All revenues generated by the Collection System Treatment Facility Development Fee will be retained by Castle Rock.

H. "Estimated Castle Rock-Managed Project Infrastructure Costs" means the estimated costs of designing, constructing and installing the Castle Rock-Managed Project Infrastructure, as more particularly described in the attached Exhibit A.

I. "Extraterritorial Surcharge" means the ten percent (10%) surcharge that Castle Rock will add to the Collection System Development Fees, the Collection System Treatment Facility Development Fees, the PCWRA Treatment System Development Fee, and all other rates and fees charged by Castle Rock in providing extraterritorial retail wastewater service to System customers.

J. "Final Castle Rock-Managed Project Infrastructure Costs" means the final costs of designing, constructing and installing the Castle Rock-Managed Project Infrastructure, as more particularly described in the amended Exhibit A.

K. "MGD" means million gallons per day.

L. "Necessary Improvement" means any improvement to the Castle Rock-Managed Project Infrastructure, (i) the construction or installation of which Castle Rock reasonably deems to be a necessary prerequisite for any person seeking to develop or redevelop property within the Service Area to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System, and (ii) which is in addition to those improvements to the Castle Rock-Managed Project Infrastructure that are funded by Collection System Development Fees or Collection System Treatment Facility Development Fees.

M. "PCWRA Treatment Capacity" means wastewater treatment capacity that Castle Rock owns in the PCWRA wastewater treatment facility, which capacity may be used in the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

N. "PCWRA Treatment System Development Fee" means the fee that Castle Rock will charge and collect from Douglas County or existing and/or future customers that connect to the Castle Rock-Managed Highway 85 Wastewater Collection and

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

Treatment System and use PCWRA Treatment Capacity for the purpose of defraying all costs associated with connecting to the PCWRA wastewater treatment facility. Said Fee shall consist of: (i) the capital recovery fee, which shall be calculated based on the amount of PCWRA Treatment Capacity required for a Single-Family Equivalent and retained by Castle Rock and (ii) the Extraterritorial Surcharge, which shall be retained by Castle Rock as reimbursement for the value of its Treatment Capacity in the PCWRA treatment facility. The current fee is set at $4,900 per Single Family Equivalent and shall be adjusted each year based on Castle Rock's annual study of rates and fees.

O. "Project" means the design, construction, and installation of the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

P. "Project Infrastructure" means the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System, all as more particularly identified in the description attached as Exhibit B and shown on the map attached as Exhibit B-1.

Q. "Project Management Fee" means the fee that Castle Rock charges Douglas County to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, which fee shall be equal to one percent (1%) of the Douglas County share of the Project costs.

R. "Reusable Water" means wastewater from water rights that can be used and reused to extinction, which wastewater shall be put into the Castle Rock-Managed Project Infrastructure and, thereby, made available for purchase by Castle Rock.

S. "Service Area" means the area located in unincorporated Douglas County within which Castle Rock will provide retail wastewater service through the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System as shown on the map attached as Exhibit C. Upon the delivery of written notice thereof to Castle Rock, Douglas County may designate additional property in unincorporated Douglas County to be included within the Service Area, subject to the availability of sufficient capacity in the System to serve such property.

T. "Single Family Equivalent" means the relative measure of demand placed on any wastewater facility or infrastructure by an average single-family residential unit.

U. "System Development Fees" means, collectively and individually, as applicable, Collection System Development Fees, Collection System Treatment Facility Development Fees, and PCWRA Treatment System Development Fees.

2. DESCRIPTION OF PROJECT.

A. Consideration. Douglas County agrees to use available American Rescue Plan Act funds to help: (i) finance the design, construction, and installation of a wastewater collection and treatment system along the Highway 85 corridor, extending

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

approximately from south of the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, and (ii) acquire all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the System. In consideration of obtaining access to available Reusable Water in the Service Area and the payment by Douglas County of fourteen million dollars ($14,000,000.00) of ARPA Funds for the design, construction, and installation of Project Infrastructure and the Project Management Fee, Castle Rock agrees to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure. Douglas County acknowledges and understands that Castle Rock is in the process of negotiating additional agreements that will be required to ensure the design and construction of a complete wastewater collection and treatment system. If, for whatever reason, Castle Rock is unable to consummate these agreements, Castle Rock will work with Douglas County to amend and/or terminate this Agreement as may be necessary.

B. Ownership. Upon the substantial completion of construction and the initial acceptance of the Castle Rock-Managed Project Infrastructure by Douglas County and Castle Rock, ownership of the Castle Rock-Managed Project Infrastructure shall be conveyed to Castle Rock by the general contractor of the Project, along with all warranties associated therewith. Thereafter, Castle Rock agrees to own, operate, maintain, repair and replace the Castle Rock-Managed Project Infrastructure. Castle Rock further agrees to own, operate, maintain, repair and replace any wastewater collection infrastructure that is paid for by, and built to serve any new or existing development connecting to the Castle Rock Managed Project Infrastructure and to provide retail wastewater service to those Douglas County residents within the Service Area who connect to the Castle Rock-Managed Project Infrastructure.

3. PROJECT DESIGN, CONSTRUCTION, AND INSTALLATION.

A. Costs. The Estimated Castle Rock-Managed Project Infrastructure Costs, as shown in Exhibit A, shall include, without limitation, the following costs incurred by Castle Rock: (i) staff time spent administering the work set forth herein, which time shall be accounted for within the Project Management Fee; (ii) design of the Castle Rock-Managed Project Infrastructure; (iii) easement research and acquisition, and any right-of-way or other permitting fees; and (iv) construction and contract management. Castle Rock shall track all costs incurred during the course of the designing, constructing, and installing the Castle Rock-Managed Project Infrastructure; provided, however, that Douglas County acknowledges and agrees that Castle Rock staff time shall not be tracked. The total ARPA Funds that Douglas County will provide for the Castle Rock-Managed Project Infrastructure is fourteen million dollars ($14,000,000.00).

B. Change Orders. Douglas County acknowledges and agrees that the Estimated Castle Rock-Managed Project Infrastructure Costs may increase at any time during the design, construction or installation of the Castle Rock-Managed Project Infrastructure. Castle Rock shall provide updated Estimated Castle Rock-Managed

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

Project Infrastructure Costs to Douglas County on a quarterly basis through completion of the Castle Rock-Managed Project Infrastructure. Upon completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall prepare an amended Exhibit A showing the Final Castle Rock-Managed Project Infrastructure Costs. Upon agreement of the Parties as to the amount of the Final Castle Rock-Managed Project Infrastructure Costs, the amended Exhibit A shall be substituted for the original Exhibit A and shall be incorporated into this Agreement.

C. Scope of Work. The general proposed scope of work for the Project Infrastructure and the estimated timeline are provided in the attached Exhibit D (the "Scope of Work").

D. Examination of Records; Dispute Resolution. At Douglas County's request, Castle Rock shall provide records relating to the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, including copies of each draw request from the general contractor, together with paid invoices or such other documentation as may be available and reasonably requested for Douglas County to verify the Final Castle Rock-Managed Project Infrastructure Costs. The Parties shall cooperate to resolve any disputes concerning the Final Castle Rock-Managed Project Infrastructure Costs. If the Parties are unable to resolve their dispute informally, they shall submit the dispute to non-binding mediation before a mutually agreeable mediator. If the Parties remain unable to resolve their dispute within sixty (60) days of commencing mediation, the Parties may pursue any remedies lawfully available to them.

E. Costs in Excess of Contingency. Castle Rock shall administer the Castle Rock-Managed Project Infrastructure in substantially the same manner and with the same care as other Castle Rock design and construction projects of a similar scope and nature. Castle Rock shall manage all change orders and costs adjustments within a contingency amount agreed to by the Parties. Adjusted cost estimates will be made based upon actual construction bids or change orders. If the Estimated Castle Rock-Managed Project Infrastructure Costs need to be adjusted over and above the contingency amount, Castle Rock shall give written notice to Douglas County. Douglas County shall have 30 days to provide approval of such additional costs. If Douglas County does not approve the additional costs, the Parties will meet to review and identify opportunities to decrease the overall Scope of Work to bring the Estimated Castle Rock-Managed Project Infrastructure Costs within the amount of funding available under ARPA. If the Parties cannot identify opportunities to decrease the overall Scope of Work and Estimated Castle Rock-Managed Project Infrastructure Costs, then the Parties agree to submit the dispute to non-binding mediation as provided in Subsection D of this Section.

F. Easements. Castle Rock agrees to undertake the acquisition of all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the Castle

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Rock-Managed Project Infrastructure. All such real property interests shall be granted to Castle Rock at the time of acquisition. In addition, provision shall be made for recreational trail easements in locations consistent with Douglas County's draft Plum Creek Regional Trail feasibility study. Any trail easements acquired by Castle Rock for this purpose shall be granted to Douglas County at the time of acquisition. Wherever feasible, such easements may be non-exclusive and occupy the same location as the real property interests granted to Castle Rock pursuant to this Subsection F.

G. Contract Solicitation. Castle Rock will undertake the bidding and contracting for design, property acquisition, and construction services utilizing its standard design and construction contracting processes. Selected consultants and contractors will be provided to Douglas County by Castle Rock for Douglas County' concurrence prior to the signing of each contract. Douglas County shall fully fund each contract prior to award by Castle Rock and partially fund any remaining contract until the full amount of ARPA funds allocated to this Project has been invested in the Castle Rock-Managed Project Infrastructure. For any construction contract, the Parties will enter into a separate agreement to establish an escrow account, which account shall be funded by Douglas County to the appropriate amount of each such contract, plus a reasonable contingency. This escrow account will be used for payment of all invoices for each such contract. The Parties acknowledge and agree that the construction of the Castle Rock-Managed Project Infrastructure may be phased as the Parties may deem appropriate, and that separate construction contracts may be entered into for each phase of the Castle Rock-Managed Project Infrastructure.

H. Escrow. Castle Rock will review and approve all consultant and contractor invoices that are funded with ARPA Funds and then forward said invoices to Douglas County for approval on a monthly basis. Douglas County will review and approve said invoices within fifteen (15) days following receipt of the invoice and then submit the approved invoices to the escrow agent for payment to the contractor. Payment from the escrow account shall be made in full within thirty (30) days following receipt of the invoice from the contractor.

I Insurance. Castle Rock will require each Project contractor to procure and maintain the following types and amounts of insurance in accordance with the requirements of Castle Rock's purchasing policies, with each policy to be issued to include Douglas County, its officers and employees, as and additional named insured:

(i) Commercial General Liability Insurance, including coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate.

(ii) Comprehensive Automobile Liability Insurance, including coverage for each of the contractor's owned, hired and/or non-owned vehicles assigned

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to or used in performance of the services, with minimum combined single limits for bodily injury and property damage of not less than $1,000,000 for each occurrence and $1,000,000 aggregate.

(iii) Workers' Compensation Insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under the contract, and Employer's Liability insurance with minimum limits of $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee.

(iv) Builder's Risk or Installation Floater Policy, at Castle Rock's discretion, in an amount equal to the value of the Project where the possibility exists of loss or damage to the Project (for the construction contract only).

(v) Professional Liability Insurance, including coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate (for the design contract only).

4. CAPACITY ALLOCATION.

A. Capacity Reservation and Allocation. Concurrent with the substantial completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall grant Douglas County a license for Douglas County's proportional share in the permanent capacity of the Castle Rock-Managed Project Infrastructure (the "License"). Castle Rock will retain all other capacity in the Castle Rock-Managed Project Infrastructure. This will result in an estimated initial allocation of permanent capacity in the System of 5% for Castle Rock and 95% for Douglas County. A final allocation shall be determined by the Parties at the time of final design of the Castle Rock-Managed Project Infrastructure. As new customers connect to the Castle Rock-Managed Project Infrastructure, Castle Rock's share of the allocation of permanent capacity shall increase, while Douglas County's share of the allocation of permanent capacity will decrease, by the amount of permanent capacity needed to serve each new customer.

B. Access Restriction. The Parties acknowledge and agree that the License granted herein is for capacity in the Castle Rock-Managed Project Infrastructure only. Following the transfer of ownership of Castle Rock-Managed Project Infrastructure as provided in Subsection A of this section, Douglas County shall not at any time access the Castle Rock-Managed Project Infrastructure or other facilities or property owned or controlled by Castle Rock, except pursuant to the terms, restrictions and conditions set forth in this Agreement.

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C. License Capacity. The total capacity of the Castle Rock-Managed Project Infrastructure is set forth in Exhibit B. The License granted to Douglas County is limited to the percentage share set forth in Subsection A of this Section, which share may not be sold or assigned by Douglas County. If the total capacity of the Castle Rock-Managed Project Infrastructure should ever exceed the amounts set forth in Exhibit B for any reason, as determined by Castle Rock in its sole discretion, the excess capacity shall be allocated between Castle Rock and Douglas County based upon the prorated funding of such capacity until such time as new customers connect to the System and such capacity is allocated to Castle Rock as set forth in Subsection A of this Section.

D. Capacity Restriction. If capacity in the Castle Rock-Managed Project Infrastructure is restricted on account of maintenance, emergencies, force majeure, or legal or regulatory requirements, Castle Rock shall forthwith advise Douglas County of such capacity restriction and the anticipated duration thereof, and apportion capacity in the Castle Rock-Managed Project Infrastructure based upon Douglas County's proportional share of Castle Rock-Managed Project Infrastructure capacity.

E. Limitations. The allocation of costs set forth herein between Castle Rock and Douglas County is intended to apply solely to the costs of designing, constructing, and installing the Castle Rock-Managed Project Infrastructure, and shall not be construed to include costs and fees related to the operation, maintenance, repair, or replacement of the Castle Rock-Managed Project Infrastructure. Such costs and other related terms and conditions, shall be managed by Castle Rock.

F. Warranty. Upon the completion of construction, initial acceptance, and conveyance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall be the sole owner of the Castle Rock-Managed Project Infrastructure and all warranties associated therewith, subject to the rights of Douglas County as further set forth herein. Castle Rock represents and warrants to Douglas County that Castle Rock either has, or will obtain, all necessary right, title and interest in the Castle Rock-Managed Project Infrastructure to convey the License set forth in Subsection A of this Section. Castle Rock does covenant and agree that it shall warrant and forever defend Douglas County in its quiet and peaceful possession of its license rights granted herein against all and every person or persons. In the event that the license or any part thereof is challenged by the person or entity granting rights, interests or title to Castle Rock or any portion thereof, Castle Rock shall, to the extent permitted by law, take all necessary actions to acquire the requisite interest needed to satisfy its obligations hereunder; provided that, for so long as Douglas County has capacity in the System, Douglas County may be required by Castle Rock to pay its proportional share of the costs related to any action taken by Castle Rock if the need for such action is not due to the negligence of Castle Rock.

G. Insurance. Castle Rock shall procure and maintain property insurance for the Castle Rock-Managed Project Infrastructure that is substantially similar to the coverage

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maintained by Castle Rock for other similar Castle Rock-owned water and wastewater infrastructure. If the Castle Rock-Managed Project Infrastructure is damaged, Castle Rock shall allocate all proceeds from the insurance policy towards repairing the Project Infrastructure

5. RETAIL WASTEWATER SERVICE.

A. Wastewater Collection and Treatment System Capacity. Douglas County shall be allocated licensed capacity in the Castle Rock-Managed Project Infrastructure. Douglas County can make this capacity available for customers in the Service Area. Douglas County and Castle Rock agree that service to future development within the Service Area will be provided in the most cost-effective manner as determined by Castle Rock, as the retail wastewater service provider, and the customer applying for service

B. General Service Requirements. Castle Rock will be the retail provider of wastewater service in the Service Area. With regard to property within the Service Area that (i) is undeveloped as of January 1, 2023, or (ii) is fully developed, but for which approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for the development or redevelopment of such property, which application shall include a request to connect to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. Castle Rock will set an application fee for evaluation of the service options to the property that is the subject of the application and, upon collection of that fee, will evaluate service options for such property. If Douglas County has adequate capacity for Castle Rock to serve the property under the License, Castle Rock will then calculate the amount of System Development Fees that it will charge the applicant for the right to connect to the Castle Rock-Managed Project Infrastructure. Castle Rock will also determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant stating the total System Development Fees that the applicant will be required to pay and identifying the Necessary Improvements that the applicant will be required to provide. Douglas County, as the land use agency for the Service Area, will provide the required review(s) for the development or redevelopment application in accordance with its land use rules and regulations; provided, however, that Douglas County agrees that Castle Rock's rules and regulations regarding water, wastewater, and water conservation, including landscaping, shall take precedence over any Douglas County rules and regulations pertaining to this subject matter. Upon approval by Douglas County of the development or redevelopment application, the payment of all applicable System Development Fees to Castle Rock, and the substantial completion of all Necessary Improvements, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the newly developed or redeveloped property.

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With regard to property within the Service Area that is fully developed as of January 1, 2023, and for which no approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for connection to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. If Douglas County has adequate capacity to serve the property under the License, Castle Rock will then determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant identifying the Necessary Improvements that the applicant will be required to provide. No System Development Fees associated with that portion of the Castle Rock-Managed Project Infrastructure funded by Douglas County will be charged to the applicant, as long as Douglas County has adequate capacity to serve the property with the Castle Rock-Managed Project Infrastructure; provided, however, that if the applicant will be using PCWRA Treatment Capacity and/or any portion of the Castle Rock-Managed Project Infrastructure not funded by Douglas County, Castle Rock will charge and collect from the property owner the PCWRA Treatment System Development Fee and other System Development Fees as appropriate. If Douglas County does not have adequate capacity available, then the application will be treated as if it is an application for the development or redevelopment of property within the Service Area. In such cases, Castle Rock will calculate System Development Fees in a manner similar to how they are calculated for new development or redevelopment. Upon approval by Douglas County of the connection application and the substantial completion of all Necessary Improvements, and, if applicable, the payment of System Development Fees to Castle Rock, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the property.

Each connection shall meet all of Castle Rock's connection requirements, which requirements are generally set forth in Title 13 of the Castle Rock Municipal Code. Such connection shall also meet the PCWRA Code of Rules and Regulations dated May 19, 2020, and adopted by reference pursuant to Section 13.04.020 of the Castle Rock Municipal Code. As consideration for allowing the connection to the Castle Rock-Managed Project Infrastructure, Douglas County will allocate to Castle Rock the pro-rated capacity in the Castle Rock-Managed Project Infrastructure that will be used by new development or redevelopment. The allocation of such capacity shall be memorialized in an annual statement to be provided by Castle Rock to Douglas County by no later than thirty (30) days following the end of each calendar year. Within thirty (30) days following the date upon which all capacity in the Castle Rock-Managed Project Infrastructure has been allocated to Castle Rock pursuant to the terms of this Subsection B, Castle Rock will send Douglas County written notice that the License granted to Douglas County herein is terminated.

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C. Use of System Development Fees. With the exception of System Development Fees or the portion of System Development Fees that is due to Castle Rock, the System Development Fees for Douglas County's licensed capacity will be: (i) reinvested by Douglas County in the design, construction, and installation of additional components of the Castle Rock-Managed Project Infrastructure in the Service Area as recommended by Castle Rock to Douglas County or (ii) returned to Douglas County for other uses as determined in Douglas County's sole discretion. The amount of System Development Fees associated with Douglas County's licensed capacity will be collected, reported, and transferred to Douglas County no less than annually. Based on the amount of System Development Fees collected for Douglas County's licensed capacity, Castle Rock will notify Douglas County as to the specific infrastructure it intends to fund with System Development Fees, along with the estimated costs of such infrastructure. Such notice will be presented to Douglas County annually for its review and approval. A separate intergovernmental agreement will be negotiated and executed by the Parties for each such infrastructure component, identifying the amount of the System Development Fees that Douglas County will agree to use for such purpose. Nothing in this Agreement shall be deemed to require Douglas County to use System Development Fees associated with Douglas County's licensed capacity for expansion of the Castle Rock-Managed Project Infrastructure.

D. Renewable Water Requirement. For new development or redevelopment in the Service Area, Castle Rock will require the developer or redeveloper to provide a renewable water supply for their development or redevelopment as a condition precedent to obtaining a "will serve" letter from Castle Rock to connect to the Castle Rock-Managed Project Infrastructure.

E. Limitations. At such time as Castle Rock agrees to be the retail wastewater provider to any property within the Service Area, any costs and fees related to the operation, maintenance, repair, or replacement of any wastewater infrastructure that Castle Rock owns or comes to own will be assessed in accordance with Castle Rock's standard rate-setting policies and procedures, and shall include a 10% extraterritorial surcharge separate from the process of setting and collecting System Development Fees.

6. AMERICAN RESCUE PLAN ACT PROVISIONS.

A. Acknowledgement. Castle Rock acknowledges and agrees that the funds encumbered by Douglas County to pay for the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, and the acquisition of all easements, rights-of way, and other real property interests necessary and appurtenant thereto, have been provided in accordance with ARPA. The Parties acknowledge that all ARPA Funds) may only be used to cover those eligible costs incurred by Douglas County during the period that begins on March 3, 2021, and ends on December 31, 2024, including costs incurred to make necessary investments in sewer infrastructure. The Parties anticipate that the total amount of

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ARPA Funds available for the Castle Rock-Managed Project Infrastructure shall not exceed $14,000,000.

B. Use of ARPA Funds. Castle Rock shall only utilize ARPA Funds for the purposes described in this Agreement. Castle Rock agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached as Exhibit E. All invoices submitted by Castle Rock to Douglas County pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. Castle Rock shall segregate and specifically identify the time and expenditures billed to Douglas County on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services provided by Castle Rock for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

C. ARPA Deadlines. Douglas County agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed by Castle Rock under this Agreement no later than December 31, 2024. Castle Rock agrees and acknowledges that all services performed by Castle Rock using ARPA Funds must be performed by no later than December 31, 2026.

D. Reporting Requirements. To the extent that Castle Rock's services hereunder contemplate the spending of ARPA Funds, Castle Rock shall provide to Douglas County information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Castle Rock shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by Douglas County. Castle Rock shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as Castle Rock.

E. Inspection of Records. Castle Rock shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of Douglas County or of the Federal government, including the Special Inspector General for Pandemic Recovery, have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to Castle Rock's use of ARPA Funds pursuant to this Agreement. Castle Rock shall cooperate with Federal and Douglas County representatives and such representatives shall be granted access to the foregoing documents and

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information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations. No examination of records and audits pursuant to this section shall require Castle Rock to make disclosures in violation of state or federal privacy laws.

7. DEFAULT/REMEDIES. In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default or, if such default is not capable of being cured within thirty (30) days, cure of such default shall commence and be diligently pursued. In no event shall the cure period exceed thirty (30) days for monetary defaults, or sixty (60) days for non-monetary defaults, except by written consent of the non-defaulting party. In the event the defaulting party has failed to cure in accordance with this Section, the non-defaulting party may pursue all available remedies at law or equity. In addition, Castle Rock shall have the ability to withhold services to manage the design and construction of the Project Infrastructure due to a monetary default by Douglas County.

8. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

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F. Assignability. This Agreement and the License granted herein may not be assigned, pledged or transferred, in whole or in part, without the express written consent of the other Party which consent shall not be unreasonably withheld.

G. No Public Dedication/No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third-party beneficiary interests are created nor intended to be created by this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

If to Castle Rock: Town of Castle Rock
Attn: Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

with copy to: Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

If to Douglas County: Douglas County
Attn: Special Projects Manager
100 Third Street
Castle Rock, CO 80104

with copy to: Douglas County
Attn: County Attorney
100 Third Street
Castle Rock, CO 80104

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

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K. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for county in which a Party has its principal place of business.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Non-Severability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portions) that as near as possible give effect to any stricken portion(s).

Q. Force Majeure. Each Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; action of the government (except the parties hereto); war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provided further, that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the Party not performing.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

(Signature pages to follow)

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

DS

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...

Jason Gray, Mayor

Approved as to form:

DocuSigned by:
F7347F32A6794D1...

Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
FEA6D2E651B241D...

Mark Marlowe, Director Castle Rock Water

STATE OF COLORADO)
) *ss.*
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this 8th day of July, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

DS

Witness my official hand and seal.

My commission expires: 9/30/2024

DocuSigned by:
9C2E9ABFE4401A3...

Notary Public

DAN#20084033388-459132

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

_____ _____

_____ _____

Approved as to form:

_____

_____

STATE OF COLORADO)
) *ss.*
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this __ day of _____, 2024, by _____ for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:

_____
Notary Public

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY: n/a

DATE:

APPROVED AS TO FISCAL CONTENT:

BY: Signed by: Andrew Copland 19B6927A7A3A4AC...

Andrew Copland

Director of Finance

DATE: **8/23/2024**

APPROVED AS TO LEGAL FORM:

BY: DocuSigned by: Christopher Pratt 573DD015549D4F7...

Christopher Pratt

Sr. Asst. Cty. Atty.

DATE: **8/22/2024**

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

ATTEST:

Signed by:

DocuSigned by:
Hayley Hall
166E3E33F00249B...

Hayley Hall Clerk to the Board

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this 23rd day of August, 2024, by George Teal for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:
2/8/25

Notary Public

AMY T. WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974000634
MY COMMISSION EXPIRES 2/8/2025

5-Year Funding

INSTRUCTIONS:	
BLUE CELLS	Keyable Cells
ORANGE CELLS	Formulas

Year 1	2027
Number of Years	5
Final Year	2031

Total SFEs	2,727

SFE's Per Year	141

Total Project Cost	18,800,000
ARPA Funding	14,000,000
Funding Gap	4,800,000

SDF - ARPA	5,133.85
SDF - Funding GAP	1,760.18
ARPA Funding Multiplier	10%
Funding Gap Multiplier	25%

SDF - ARPA Funding Final	5,647.23
SDF -Funding Gap Final	2,200.22
SDF - Total	7,847.45

Interest Rate	5.00%

1	2027 SFEs	141
2	2028 SFEs	141
3	2029 SFEs	141
4	2030 SFEs	141
5	2031 SFEs	141
6		
7		
8		
9		
10		
11		
12		
13		
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18		
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20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
	Total 2027-2031 SFEs	705

CRW Funding Gap Revenue (25%)	387,789
CRW Interest Revenue (5%)	744,545

Year	SFEs	Total Payment	Interest Payment	Principal Payment	End of Year Balance
2027	141	1,106,491	240,000.00	866,490.65	3,933,509.35
2028	141	1,106,491	196,675.47	909,815.18	3,023,694.17
2029	141	1,106,491	151,184.71	955,305.94	2,068,388.23
2030	141	1,106,491	103,419.41	1,003,071.24	1,065,316.99
2031	141	1,106,491	53,265.85	1,053,224.80	12,092.19
Total	**705**	**5,532,453**	**744,545**	**4,787,908**	**12,092.19**

30-Year Funding

INSTRUCTIONS:	
BLUE CELLS	Keyable Cells
ORANGE CELLS	Formulas

Year 1	2027
Number of Years	30
Final Year	2056
Total SFEs	2,727
SFE's Per Year	40
Total Project Cost	18,800,000
ARPA Funding	14,000,000
Funding Gap	4,800,000
SDF - ARPA	5,133.85
SDF - Funding GAP	1,760.18
ARPA Funding Multiplier	10%
Funding Gap Multiplier	25%
SDF - ARPA Funding Final	5,647.23
SDF -Funding Gap Final	2,200.22
SDF - Total	7,847.45
Interest Rate	5.00%

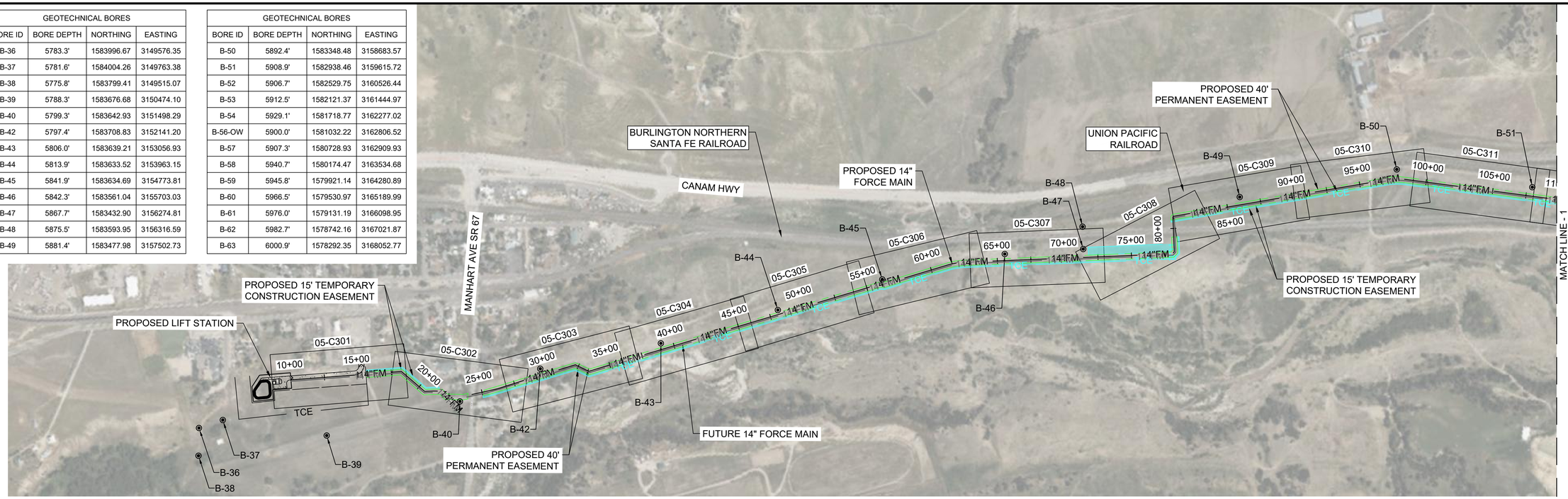
1	2027 SFEs	40
2	2028 SFEs	40
3	2029 SFEs	40
4	2030 SFEs	40
5	2031 SFEs	40
6	2032 SFEs	40
7	2033 SFEs	40
8	2034 SFEs	40
9	2035 SFEs	40
10	2036 SFEs	40
11	2037 SFEs	40
12	2038 SFEs	40
13	2039 SFEs	40
14	2040 SFEs	40
15	2041 SFEs	40
16	2042 SFEs	40
17	2043 SFEs	40
18	2044 SFEs	40
19	2045 SFEs	40
20	2046 SFEs	40
21	2047 SFEs	40
22	2048 SFEs	40
23	2049 SFEs	40
24	2050 SFEs	40
25	2051 SFEs	40
26	2052 SFEs	40
27	2053 SFEs	40
28	2054 SFEs	40
29	2055 SFEs	40
30	2056 SFEs	40
	Total 2027-2031 SFEs	1,200

CRW Funding Gap Revenue (25%)	660,066
CRW Interest Revenue (5%)	4,507,240

Year	SFEs	Total Payment	Interest Payment	Principal Payment	End of Year Balance
2027	40	313,898	240,000.00	73,898.06	4,726,101.94
2028	40	313,898	236,305.10	77,592.96	4,648,508.98
2029	40	313,898	232,425.45	81,472.61	4,567,036.38
2030	40	313,898	228,351.82	85,546.24	4,481,490.14
2031	40	313,898	224,074.51	89,823.55	4,391,666.59
2032	40	313,898	219,583.33	94,314.73	4,297,351.86
2033	40	313,898	214,867.59	99,030.46	4,198,321.40
2034	40	313,898	209,916.07	103,981.99	4,094,339.41
2035	40	313,898	204,716.97	109,181.09	3,985,158.33
2036	40	313,898	199,257.92	114,640.14	3,870,518.19
2037	40	313,898	193,525.91	120,372.15	3,750,146.04
2038	40	313,898	187,507.30	126,390.75	3,623,755.29
2039	40	313,898	181,187.76	132,710.29	3,491,044.99
2040	40	313,898	174,552.25	139,345.81	3,351,699.19
2041	40	313,898	167,584.96	146,313.10	3,205,386.09
2042	40	313,898	160,269.30	153,628.75	3,051,757.34
2043	40	313,898	152,587.87	161,310.19	2,890,447.15
2044	40	313,898	144,522.36	169,375.70	2,721,071.45
2045	40	313,898	136,053.57	177,844.48	2,543,226.96
2046	40	313,898	127,161.35	186,736.71	2,356,490.26
2047	40	313,898	117,824.51	196,073.54	2,160,416.71
2048	40	313,898	108,020.84	205,877.22	1,954,539.49
2049	40	313,898	97,726.97	216,171.08	1,738,368.41
2050	40	313,898	86,918.42	226,979.64	1,511,388.77
2051	40	313,898	75,569.44	238,328.62	1,273,060.16
2052	40	313,898	63,653.01	250,245.05	1,022,815.11
2053	40	313,898	51,140.76	262,757.30	760,057.81
2054	40	313,898	38,002.89	275,895.17	484,162.64
2055	40	313,898	24,208.13	289,689.92	194,472.72
2056	40	313,898	9,723.64	304,174.42	(109,701.70)
Total	**1,200**	**9,416,942**	**4,507,240**	**4,909,702**	**(109,701.70)**

GEOTECHNICAL BORES			
BORE ID	BORE DEPTH	NORTHING	EASTING
B-36	5783.3'	1583996.67	3149576.35
B-37	5781.6'	1584004.26	3149763.38
B-38	5775.8'	1583799.41	3149515.07
B-39	5788.3'	1583676.68	3150474.10
B-40	5799.3'	1583642.93	3151498.29
B-42	5797.4'	1583708.83	3152141.20
B-43	5806.0'	1583639.21	3153056.93
B-44	5813.9'	1583633.52	3153963.15
B-45	5841.9'	1583634.69	3154773.81
B-46	5842.3'	1583561.04	3155703.03
B-47	5867.7'	1583432.90	3156274.81
B-48	5875.5'	1583593.95	3156316.59
B-49	5881.4'	1583477.98	3157502.73

GEOTECHNICAL BORES			
BORE ID	BORE DEPTH	NORTHING	EASTING
B-50	5892.4'	1583348.48	3158683.57
B-51	5908.9'	1582938.46	3159615.72
B-52	5906.7'	1582529.75	3160526.44
B-53	5912.5'	1582121.37	3161444.97
B-54	5929.1'	1581718.77	3162277.02
B-56-OW	5900.0'	1581032.22	3162806.52
B-57	5907.3'	1580728.93	3162909.93
B-58	5940.7'	1580174.47	3163534.68
B-59	5945.8'	1579921.14	3164280.89
B-60	5966.5'	1579530.97	3165189.99
B-61	5976.0'	1579131.19	3166098.95
B-62	5982.7'	1578742.16	3167021.87
B-63	6000.9'	1578292.35	3168052.77

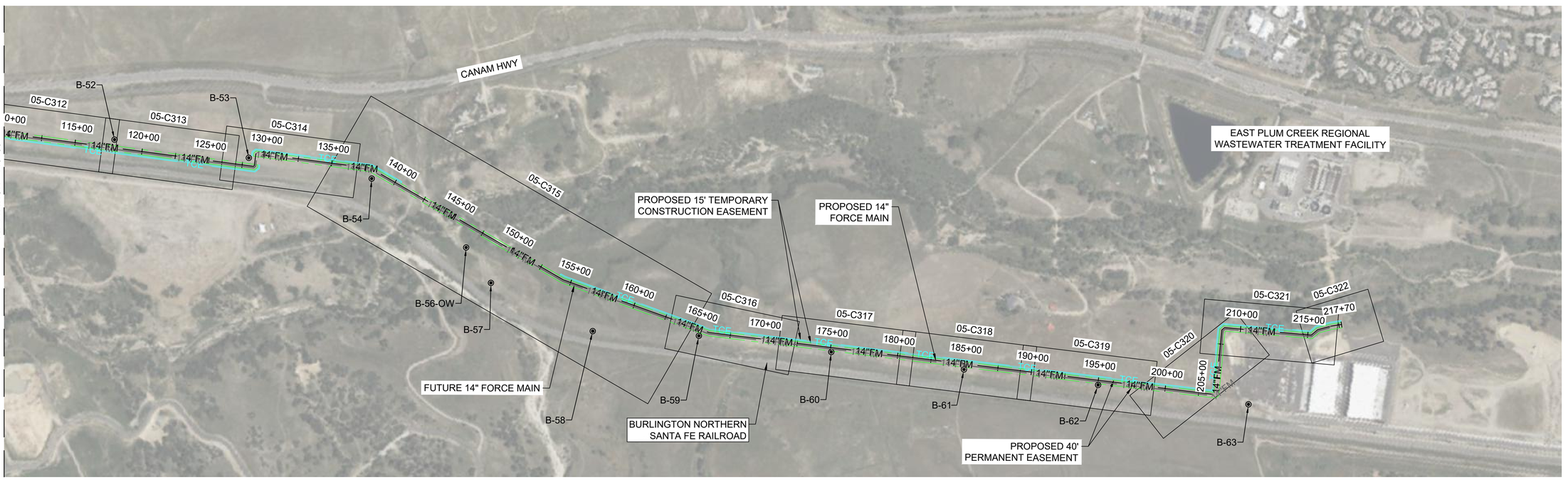


MATCH LINE - 1
AT STATION - 110+00

1
05-C100
PROJECT NORTH

OVERALL LAYOUT 1 (STA. 10+00 TO STA. 110+00)

SCALE: 1" = 400'



2
05-C100
PROJECT NORTH

OVERALL LAYOUT 2 (STA. 110+00 TO STA. 217+70)

SCALE: 1" = 400'

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60% DESIGN - NOT FOR CONSTRUCTION

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REV	DATE	DESCRIPTION	BY

TOWN OF CASTLE ROCK

CASTLE ROCK SEDALIA LIFT STATION AND FORCE MAIN

OVERALL SITE PLAN

JOB NO.: 2401588
DATE: JUNE 2025
DESIGNED BY: PMB
DRAWN BY: UOP
CHECKED BY: PMB

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
05-C100

SHEET NUMBER **05**

File: L:\2024\W23-2401588 - Castle Rock Sedalia LS and FM PDB\Drawings - Force Main\CRS-05-C101-OL-OP.dwg Last Save: 6/27/2025 2:49 PM Last saved by: ESMartinez
Last plotted by: Perez, Osiel G Plot Style: AECmono.ctb Plot Scale: 1:2.5849 Plot Date: 6/27/2025 5:29 PM Plotter used: None

Preliminary Cost Estimates

Alternatives	**Base – Single FM and LS**
FM & LS	$17.481M (see page #2 for details)
Permanent Easements at 30" for single & same trench and at 40" for separate trench, $0.75/sf	$0.473M
Temporary Easements at 50', $0.158M	$0.158M
LS Land Purchase at 1 Acre	$0.350M
CRW Project Management Fee at 1%	$0.140M
Western States/Kilty	$0.235
Total	**$18.84M**
IGA	$14.0M
Additional Cost for CRW to Float until SDF's	***$4.8M***

30% DESIGN COST ESTIMATE - PRICING OPTIONS

Sedalia Lift Station & Forcemain Project
30% Design Phase
April 29, 2025

Item No	Description	PRICING OPTIONS: DUAL FORCE MAINS - SAME TRENCH Quantity	Unit	Unit Cost	Extension	SINGLE FORCE MAIN Quantity	Unit	Unit Cost	Extension
A	***Preconstruction Services (Design to 60% & Final GMP)***				***$ 633,203.00***				***$ 633,203.00***
1	S.J. Louis Construction	1	LS	$ 119,620.00	$ 119,620.00	1	LS	$ 119,620.00	$ 119,620.00
2	Garver - 60% Design & Permitting	1	LS	$ 513,583.00	$ 513,583.00	1	LS	$ 513,583.00	$ 513,583.00
B	***Design & Preconstruction Services (60% to Final Design)***				***$ 864,580.00***				***$ 864,580.00***
1	S.J. Louis Construction	1	LS	$ 63,000.00	$ 63,000.00	1	LS	$ 63,000.00	$ 63,000.00
2	Garver - Final Design	1	LS	$ 455,615.00	$ 455,615.00	1	LS	$ 455,615.00	$ 455,615.00
2	Garver - Permitting, Approvals and Field Work	1	LS	$ 323,125.00	$ 323,125.00	1	LS	$ 323,125.00	$ 323,125.00
2	Garver - Construction Phase Services	1	LS	$ 22,840.00	$ 22,840.00	1	LS	$ 22,840.00	$ 22,840.00
C	***Construction General Conditions***				***$ 746,150.00***				***$ 746,150.00***
1	General Conditions (Per Proposal)	1	LS	$ 746,150.00	$ 746,150.00	1	LS	$ 746,150.00	$ 746,150.00
D	***Estimated Cost of Work***				***$ 14,991,161.50***				***$ 14,080,511.50***
	General Requirements				***$ 615,600.00***				***$ 615,600.00***
1	Contractor Mobilization, Demobilization	1	LS	$ 328,000.00	$ 328,000.00	1	LS	$ 328,000.00	$ 328,000.00
2	Traffic Control	1	LS	$ 50,000.00	$ 50,000.00	1	LS	$ 50,000.00	$ 50,000.00
3	Stormwater / Sediment & Erosion Control Compliance	1	LS	$ 10,000.00	$ 10,000.00	1	LS	$ 10,000.00	$ 10,000.00
4	Permit Fees	1	LS	$ 40,000.00	$ 40,000.00	1	LS	$ 40,000.00	$ 40,000.00
5	Construction Survey / Staking / Layout	1	LS	$ 60,000.00	$ 60,000.00	1	LS	$ 60,000.00	$ 60,000.00
6	Contractor Quality Control / Materials Testing	1	LS	$ 125,000.00	$ 125,000.00	1	LS	$ 125,000.00	$ 125,000.00
7	Monitoring Well Abandonment	4	EA	$ 650.00	$ 2,600.00	4	EA	$ 650.00	$ 2,600.00
	Stormwater / Sediment & Erosion Control				***$ 252,620.00***				***$ 252,620.00***
8	Stabilized Staging Area	2,500	SY	$ 17.00	$ 42,500.00	2,500	SY	$ 17.00	$ 42,500.00
9	Vehicle Tracking Pad	6	EA	$ 4,200.00	$ 25,200.00	6	EA	$ 4,200.00	$ 25,200.00
10	Silt Fence	34,000	LF	$ 1.50	$ 51,000.00	34,000	LF	$ 1.50	$ 51,000.00
11	Sediment Control Log	400	LF	$ 8.00	$ 3,200.00	400	LF	$ 8.00	$ 3,200.00
12	Limit of Construction Delineation Fencing / Markers	10,000	LF	$ 2.00	$ 20,000.00	10,000	LF	$ 2.00	$ 20,000.00
13	Orange Construction Fencing	1,000	LF	$ 2.00	$ 2,000.00	1,000	LF	$ 2.00	$ 2,000.00
14	RipRap Check Dam	320	LF	$ 81.00	$ 25,920.00	320	LF	$ 81.00	$ 25,920.00
15	Temporary Stream Crossing	1	EA	$ 23,000.00	$ 23,000.00	1	EA	$ 23,000.00	$ 23,000.00
16	Reinforced Rock Berm	425	LF	$ 100.00	$ 42,500.00	425	LF	$ 100.00	$ 42,500.00
17	Rock Socks / Curb Socks	30	EA	$ 150.00	$ 4,500.00	30	EA	$ 150.00	$ 4,500.00
18	Inlet Protection	4	EA	$ 200.00	$ 800.00	4	EA	$ 200.00	$ 800.00
19	Concrete Washouts	1	LS	$ 12,000.00	$ 12,000.00	1	LS	$ 12,000.00	$ 12,000.00
	Lift Station				***$ 5,812,000.00***				***$ 5,812,000.00***
20	Mobilization - Subcontractor(s)	1	LS	$ 125,000.00	$ 125,000.00	1	LS	$ 125,000.00	$ 125,000.00
21	Sitework Complete	1	LS	$ 325,000.00	$ 325,000.00	1	LS	$ 325,000.00	$ 325,000.00
22	Gravity Influent Line	100	LF	$ 246.00	$ 24,600.00	100	LF	$ 246.00	$ 24,600.00
23	Manholes	2	EA	$ 13,650.00	$ 27,300.00	2	EA	$ 13,650.00	$ 27,300.00
24	Lift Station Wet well Structure	1	LS	$ 650,000.00	$ 650,000.00	1	LS	$ 650,000.00	$ 650,000.00
25	Sewage Pumps	2	EA	$ 325,000.00	$ 650,000.00	2	EA	$ 325,000.00	$ 650,000.00
26	Piping & Mechanical	1	LS	$ 440,000.00	$ 440,000.00	1	LS	$ 440,000.00	$ 440,000.00
27	Grinder Pump	1	LS	$ 250,000.00	$ 250,000.00	1	LS	$ 250,000.00	$ 250,000.00
28	Grinder Appurtenances	1	LS	$ 50,000.00	$ 50,000.00	1	LS	$ 50,000.00	$ 50,000.00
29	Emergency Storage Pond with Liner	1	LS	$ 150,000.00	$ 150,000.00	1	LS	$ 150,000.00	$ 150,000.00
30	Emergency Recirculation System	1	LS	$ 75,000.00	$ 75,000.00	1	LS	$ 75,000.00	$ 75,000.00
31	Odor Control System	1	LS	$ 175,000.00	$ 175,000.00	1	LS	$ 175,000.00	$ 175,000.00
32	Site Electrical Service (ATC)	1	LS	$ 75,000.00	$ 75,000.00	1	LS	$ 75,000.00	$ 75,000.00
33	Electrical Building	1	LS	$ 550,000.00	$ 550,000.00	1	LS	$ 550,000.00	$ 550,000.00
34	Electrical Conduits/Cabling	1	LS	$ 350,000.00	$ 350,000.00	1	LS	$ 350,000.00	$ 350,000.00
35	Motor Control Center	1	LS	$ 550,000.00	$ 550,000.00	1	LS	$ 550,000.00	$ 550,000.00
36	Instrumentation & Controls	1	LS	$ 450,000.00	$ 450,000.00	1	LS	$ 450,000.00	$ 450,000.00
37	Crane Hoist	0	LS	$ 75,000.00	$ -	0	LS	$ 75,000.00	$ -
38	Auxiliary Generator (750kW)	1	LS	$ 650,000.00	$ 650,000.00	1	LS	$ 650,000.00	$ 650,000.00
39	Automatic Transfer Switch	1	LS	$ 75,000.00	$ 75,000.00	1	LS	$ 75,000.00	$ 75,000.00
40	Startup & Commissioning	1	LS	$ 25,000.00	$ 25,000.00	1	LS	$ 25,000.00	$ 25,000.00
41	Water Service	1	EA	$ 12,600.00	$ 12,600.00	1	EA	$ 12,600.00	$ 12,600.00
42	Permanent Fencing and Gate(s)	1000	LF	$ 75.00	$ 75,000.00	1000	LF	$ 75.00	$ 75,000.00
43	Site Concrete Paving	1	LS	$ 15,000.00	$ 15,000.00	1	LS	$ 15,000.00	$ 15,000.00
44	Gravel Access Roadway / Site Surfacing	2500	SY	$ 17.00	$ 42,500.00	2500	SY	$ 17.00	$ 42,500.00
	Dual Force Mains (Separate Trench)				***$ 7,542,891.50***				***$ 6,632,241.50***
45	Clear & Grub (Minor)	1	LS	$ 25,000.00	$ 25,000.00	1	LS	$ 25,000.00	$ 25,000.00
46	Strip Topsoil (6")	180,000	SY	$ 1.50	$ 270,000.00	180,000	SY	$ 1.50	$ 270,000.00
47	Remove Barbed Wire Fence	4,000	LF	$ 0.75	$ 3,000.00	4,000	LF	$ 0.75	$ 3,000.00
48	Construct 96" Manhole on Existing Sewer Interceptor	1	EA	$ 49,000.00	$ 49,000.00	1	EA	$ 49,000.00	$ 49,000.00
49	36" Interceptor Bypass Pumping to Construct Connection Manhole	1	LS	$ 75,000.00	$ 75,000.00	1	LS	$ 75,000.00	$ 75,000.00
50	60" Pig Retrieve Manhole and 12" Gravity Sewer to Connection MH	2	EA	$ 13,550.00	$ 27,100.00	2	EA	$ 13,550.00	$ 27,100.00
51	14" HDPE DR13.5 / 12" C900 DR25 Force Main (Open Cut)	19,170	LF	$ 107.50	$ 2,060,775.00	19,170	LF	$ 83.50	$ 1,600,695.00
52	10" HDPE DR13.5 / 8" C900 DR25 Force Main (Open Cut)	19,170	LF	$ 92.50	$ 1,773,225.00	19,170	LF	$ 71.50	$ 1,370,655.00
53	14" HDPE DR11 Force Main (HDD Under Plum Creek)	1,737	LF	$ 639.00	$ 1,109,943.00	1,737	LF	$ 639.00	$ 1,109,943.00
54	10" HDPE DR11 Force Main (HDD Under Plum Creek)	1,737	LF	$ 608.00	$ 1,056,096.00	1,737	LF	$ 608.00	$ 1,056,096.00
55	Cross Existing 30" Waterline	4	EA	$ 16,500.00	$ 66,000.00	4	EA	$ 16,500.00	$ 66,000.00
56	Concrete Encasement - Intermittent Drainage 5	120	LF	$ 206.50	$ 24,780.00	120	LF	$ 206.50	$ 24,780.00
57	2" CARV Assembly w/ Manhole	12	EA	$ 24,000.00	$ 288,000.00	6	EA	$ 40,000.00	$ 240,000.00
58	Shafts for BNSF Trenchless Crossing	2	EA	$ 25,000.00	$ 50,000.00	2	EA	$ 25,000.00	$ 50,000.00
59	36" Diameter Auger Bore Under BNSF	160	LF	$ 1,350.00	$ 216,000.00	160	LF	$ 1,350.00	$ 216,000.00
60	14" HDPE DR13.5 Force Main (Carrier Pipe)	160	LF	$ 182.00	$ 29,120.00	160	LF	$ 182.00	$ 29,120.00
61	10" HDPE DR13.5 Force Main (Carrier Pipe)	160	LF	$ 169.00	$ 27,040.00	160	LF	$ 169.00	$ 27,040.00
62	BNSF Railroad Requirements (Insurance/Flagging)	1	LS	$ 50,000.00	$ 50,000.00	1	LS	$ 50,000.00	$ 50,000.00
63	Shafts for SH67 Trenchless Crossing	2	EA	$ 35,000.00	$ 70,000.00	2	EA	$ 35,000.00	$ 70,000.00
64	36" Diameter Auger Bore Under SH67	120	LF	$ 1,350.00	$ 162,000.00	120	LF	$ 1,350.00	$ 162,000.00
65	14" HDPE DR13.5 Force Main (Carrier Pipe)	120	LF	$ 178.00	$ 21,360.00	120	LF	$ 178.00	$ 21,360.00
66	10" HDPE DR13.5 Force Main (Carrier Pipe)	120	LF	$ 164.50	$ 19,740.00	120	LF	$ 164.50	$ 19,740.00
67	Pipeline Filling, Hydrostatic Testing, and Draining	42,250	LF	$ 1.65	$ 69,712.50	42,250	LF	$ 1.65	$ 69,712.50
	Restoration				***$ 405,550.00***				***$ 405,550.00***
68	Replace Topsoil / Fine Grade	180,000	SY	$ 1.51	$ 271,800.00	180,000	SY	$ 1.51	$ 271,800.00
69	Native Seed and Mulch	40	AC	$ 2,000.00	$ 80,000.00	40	AC	$ 2,000.00	$ 80,000.00
70	Erosion Control Blanket	7,500	SY	$ 3.00	$ 22,500.00	7,500	SY	$ 3.00	$ 22,500.00
71	6" Class 6 Road Base Gravel Surfacing	2,000	SY	$ 11.50	$ 23,000.00	2,000	SY	$ 11.50	$ 23,000.00
72	Barbed Wire Fence Replacement	1,300	LF	$ 4.50	$ 5,850.00	1,300	LF	$ 4.50	$ 5,850.00
73	16' Farm Access Gates on Barbed Wire Fence	2	EA	$ 1,200.00	$ 2,400.00	2	EA	$ 1,200.00	$ 2,400.00
	Allowances				***$ 362,500.00***				***$ 362,500.00***
74	Allowance - Additional Property Restoration	1	LS	$ 25,000.00	$ 25,000.00	1	LS	$ 25,000.00	$ 25,000.00
75	Allowance - Buried Rubble Remediation (Black Paw)	1	LS	$ 250,000.00	$ 250,000.00	1	LS	$ 250,000.00	$ 175,000.00
76	Allowance - Stabilization Rock	500	TN	$ 50.00	$ 25,000.00	500	TN	$ 50.00	$ 25,000.00
77	Allowance - Rock Excavation	500	CY	$ 125.00	$ 62,500.00	500	CY	$ 125.00	$ 62,500.00
	30% COST ESTIMATE SUBTOTAL				**$ 17,235,094.50**	**30% COST ESTIMATE OPT#1 SUBTOTAL**			**$ 16,324,444.50**	**30% COST ESTIMATE OPT#2 SUBTOTAL**			**$ 13,958,715.50**
	Contingency				***$ 2,568,600.00***			***15.00%***	***$ 2,448,670.00***			***15.00%***	***$ 2,093,810.00***
	Bonds & Insurance			***1.30%***	***$ 257,450.00***			***1.30%***	***$ 244,050.00***			***1.30%***	***$ 208,680.00***
	Design-Builder's Fee (7.5% By Contract)			***7.50%***	***$ 1,504,590.00***			***7.50%***	***$ 1,426,290.00***			***7.50%***	***$ 1,219,590.00***
	30% COST ESTIMATE TOTAL				**$ 21,565,734.50**	**30% COST ESTIMATE OPT#1 TOTAL**			**$ 20,443,454.50**	**30% COST ESTIMATE OPT#2 TOTAL**			**$ 17,480,795.50**

SELECTED OPTION

CASTLE ROCK WATER

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT WITH DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT PROJECT

JULY 15, 2025

TOWN OF CASTLE ROCK COLORADO

HIGHWAY 85 WASTEWATER

BACKGROUND INFORMATION

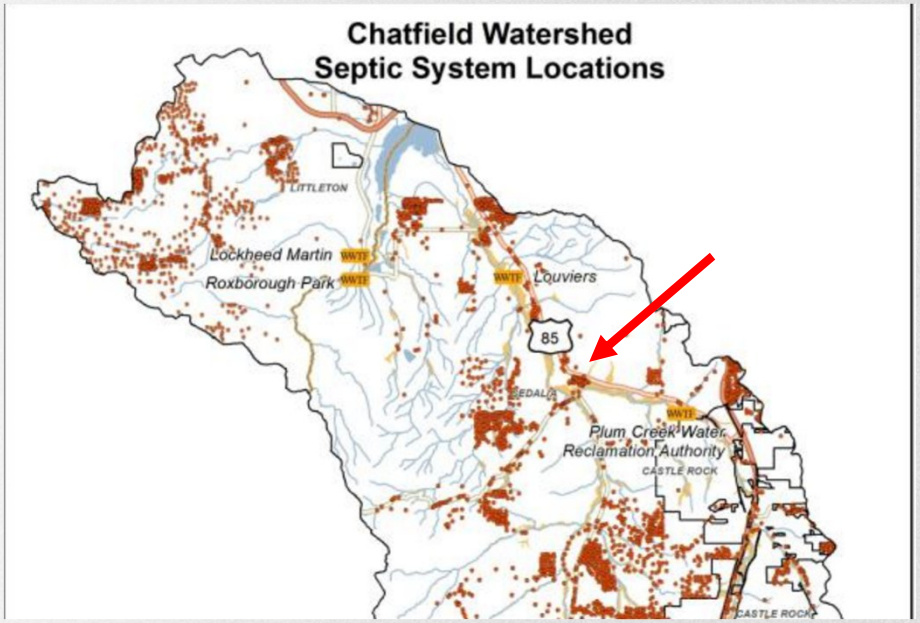
- Amended and Restated Agreement with Douglas County signed in July 2024
- Lift station near Castle Rock Reservoirs with force main to PCWRA
- Funded by ARPA through Douglas County - $14M
- Designed at 600,00 Gallons per Day Capacity
- Complete by December 2026
- 1% Project Management fee back to CRW
- System owned and operated by CRW
- 10% extraterritorial surcharge to CRW on all rates and fees
- System development fees for lift station and force main back to County to reinvest in sewer infrastructure
- Sedalia, CORE, Elementary School connections funded by system development fees and/or future agreement

CORE Electric Coop Building in Sedalia, CO

HIGHWAY 85 WASTEWATER

BENEFITS OF AGREEMENT

- Aging septic tanks can now be eliminated protecting water quality at Chatfield Reservoir
- CRW expands service area to further distribute costs
- Brings additional reusable water back to Castle Rock and extends life of Denver basin aquifers
- Ensures CRW has oversight of water and wastewater development along corridor
- Provides additional funding through 10% surcharge
- Supports primary employment along corridor
- Ensures new developments bring renewable water for smart growth



Chatfield Watershed Authority Watershed Plan
Sedalia Area Septic Tanks Concentrated

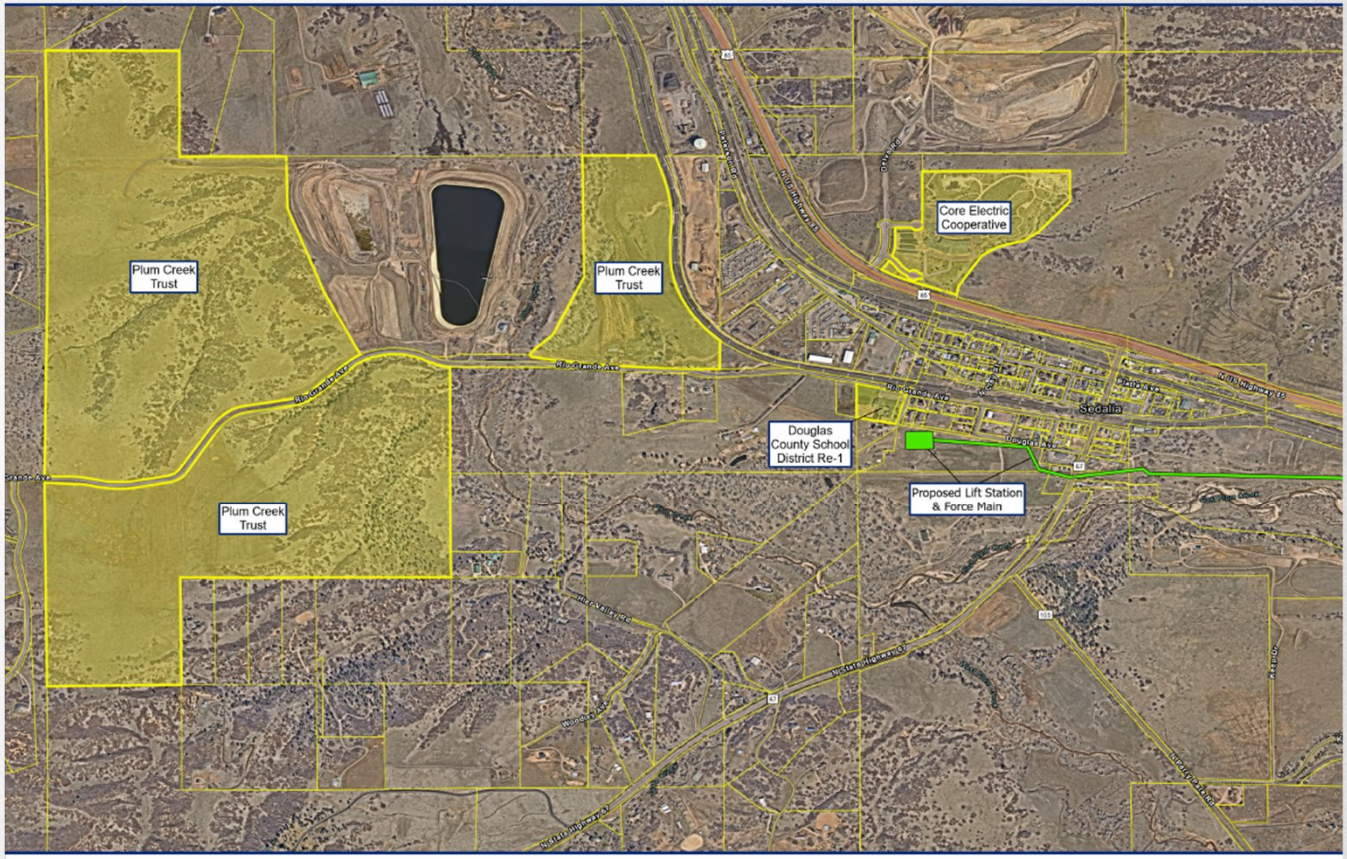
HIGHWAY 85 WASTEWATER

PROJECT STATUS

- S. J. Louis Construction, Inc & Garver engineering Design-Build team in January, 2025
- Progressive Design-Build Procurement Method.
- 30% Design complete and heading to 60% design
- Stakeholder group established in 2024: CORE Electric, Douglas County, Town of Sedalia, Douglas County School District, Multiple Developers.
- Western States contracted for easement acquisition
- Garver preparing Master Plan for Sedalia as part of additional County approved work.
- Moving towards Final Guaranteed Maximum Price contract in September 2025

Castle Oaks Lift Station in Castle Rock, CO
Typical Lift Station for Castle Rock

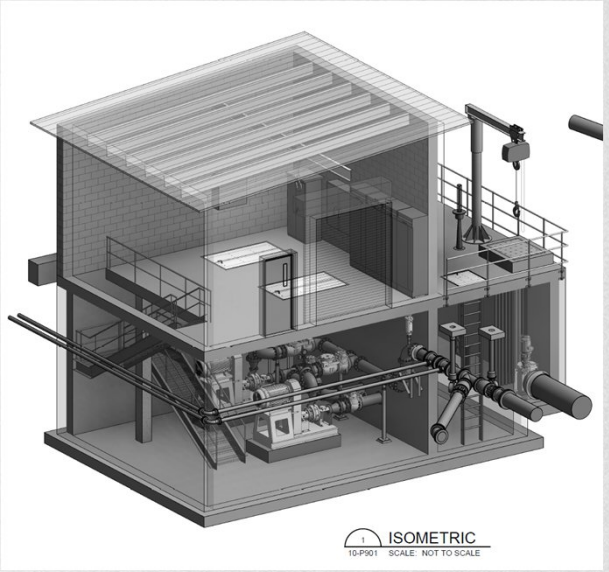
HIGHWAY 85 WASTEWATER



HIGHWAY 85 WASTEWATER

30% DESIGN ESTIMATE OF OVERALL PROJECT COSTS

FM & LS	$17.481M
Permanent Easements at 30ft for single & same trench and at 40ft for separate trench, $0.75/sf	$0.473M
Temporary Easements at 50', $0.15/sf	$0.158M
LS Land Purchase at 1 Acre	$0.350M
CRW Project Management Fee at 1%	$0.140M
Western States/Kilty	$0.235M
Totals	**$18.84M**
ARPA	$14.0M
Additional Cost Requiring Funding Until SDF's	$4.84M



HIGHWAY 85 WASTEWATER

KEY TERMS OF THE FIRST AMENDMENT TO THE AGREEMENT

- CRW to loan up to $4.8M to the project
- All SDFs go to pay back CRW loan first
- 25% SDF surcharge on loaned portion of project SDF for use any way CRW chooses
- 5% annual interest on outstanding $4.8M balance
- SDFs go fully to CRW until full balance including annual interest has been repaid
- 25% Surcharge on SDF on loaned portion goes back to improvements on project once CRW has been fully reimbursed
- All other terms in the Agreement are the same

Scenario	Estimated Interest Revenue	Estimated 25% Surcharge Revenue
5-Year Payback	$744,545	$387,789
30-Year Payback	$4,507,240	$660,066

HIGHWAY 85 WASTEWATER

ONGOING SCHEDULE & BUDGET

- Geotech, survey, and SUE work beginning week of July 7th, 2025 expected to take three weeks to complete.
- Currently in review of 60% Design for Force Main. Castle Rock Water to provide comments by July 24th, 2025.
- Lift Station 60% due September 2025.
- Rights of Entry in progress for Geotech, survey, and SUE work.
- Phase 1 to be completed in early January 2026. Phase 2 construction to begin January 2026.
- ARPA funds need to be expended by end of 2026.

Plum Creek Water Reclamation Authority
Castle Rock, CO

HIGHWAY 85 WASTEWATER

RECOMMENDATIONS

- Castle Rock Water Commission
- Staff

Questions

PROPSED MOTION:

“ I move to approve Resolution 2025-087 as introduced by title.”

ALTERNATE MOTIONS:

“I move to approve the Resolution as introduced by title, with the following conditions: (list conditions).”

I move to continue this item to the Town Council meeting on ___date to allow additional time to (list information needed).”

Town of Castle Rock

Agenda Memorandum

Agenda Date: 7/15/2025

Item #: 21. **File #:** ORD 2025-029

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

From: Mark Marlowe, director of Castle Rock Water
Nichol Bussey, Business Solutions Manager
Paul Rementer, Enterprise Fund Analyst

Ordinance Authorizing the Issuance and Sale of Water and Sewer Enterprise Revenue Bonds, Series 2025, Payable Solely Out of the Net Pledged Revenues to be Derived from the Operation of the Town's Water and Sewer Enterprise; Providing Other Details Concerning the Bonds, Including, Without Limitation, Covenants and Agreements in Connection Therewith; Providing Other Matters Relating Thereto (First Reading)

Executive Summary

The purpose of this memorandum is to seek Town Council approval on first reading of an Ordinance (***See Attachment A)*** authorizing the Mayor, Town Manager, Finance Director and Director of Castle Rock Water (CRW) to implement the sale of water and sewer enterprise revenue bonds at a time determined to be best for CRW within one year of the date of approval of this Ordinance on Second and Final Reading in accordance with the following parameters:

- **Par Amount:** The bonds may be issued in an amount not to exceed $56 million.
- **Maturity:** Bonds will mature no later than December 1, 2045, with maximum annual principal not exceeding $7.7 million with total repayment costs not to exceed $95 million.
- **Interest Rate:** Not to exceed a net effective rate of 4.75%.
- Redemption Provisions: The Bonds may be sold with a provision for optional redemption prior to maturity, at a price not to exceed 100%.
- **Sale:** The bonds will be sold via negotiated sale to Stifel, Nicolaus & Company, Incorporated.
- **Parity Lien:** The 2025 Bonds will share an equal lien on Net Pledged Revenues with existing Parity Bonds from 2015, 2016, and 2022.
- **Reserve Fund:** May be established, and if so, funded with bond proceeds or a Reserve Fund

Insurance Policy.

- **Bond Proceeds Use:** Funds will be allocated to a Project Fund for Water and Water Resource capital improvements (see Discussion for further details), a Reserve Fund (if required), and to cover issuance costs.

The specific capital improvements that the bond proceeds may be used to fund include project costs associated with the Water Infrastructure Supply Efficiency (WISE) project for construction of a desalinization facility or alternate facilities to meet total dissolved solids concentration requirements by 2030; pipeline, pump station, well and treatment infrastructure associated with the Box Elder project; the Plum Creek Central Pipeline; the Plum Creek to Rueter Hess Reservoir Pipeline and Pump Station; capacity in the Rueter Hess Water Purification Facility; storage in the Chatfield Storage Reallocation Project; and / or the Plum Creek Diversion Project.

Budget Impact

The budget impact of this bond ordinance will be fully determined when and if CRW moves forward with an actual debt issuance. The bond ordinance will provide CRW with one year to determine its exact needs up to $56 million, find an acceptable interest rate at or below 4.75%, and go to market. The maximum annual debt cost will be $95 million.

Staff Recommendation

Staff recommends approval of the ordinance on first reading as introduced.

Proposed Motion

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

Attachments

Alternative Motions

“I move to approve the ordinance as introduced by title, with the following conditions: (list conditions).

“I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed).”

Attachments

Staff Report
Attachment A: Ordinance

STAFF REPORT

To: Honorable Mayor and Members of Town Council

Through: David L. Corliss, Town Manager

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

Title: **An Ordinance Authorizing the Issuance and Sale of Water and Sewer Enterprise Revenue Bonds, Series 2025, Payable Solely out of the Net Pledged Revenues to be Derived from the Operation of the Town's Water and Sewer Enterprise; Providing Other Details Concerning the Bonds, Including, Without Limitation, Covenants and Agreements in Connection Therewith; Providing Other Matters Relating Thereto and Providing for its Adoption on First Reading** *[Entire Castle Rock Water Service Area]*

Executive Summary

The purpose of this memorandum is to seek Town Council approval on first reading of an Ordinance (***See Attachment A)*** authorizing the Mayor, Town Manager, Finance Director and Director of Castle Rock Water (CRW) to implement the sale of water and sewer enterprise revenue bonds at a time determined to be best for CRW within one year of the date of approval of this Ordinance on Second and Final Reading in accordance with the following parameters:

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- Maturity**:** Bonds will mature no later than December 1, 2045, with maximum annual principal not exceeding $7.7 million with total repayment costs not to exceed $95 million.
- Interest Rate**:** Not to exceed a net effective rate of 4.75%.
- Redemption Provisions: The Bonds may be sold with a provision for optional redemption prior to maturity, at a price not to exceed 100%.
- Sale**:** The bonds will be sold via negotiated sale to Stifel, Nicolaus & Company, Incorporated.
- Parity Lien**:** The 2025 Bonds will share an equal lien on Net Pledged Revenues with existing Parity Bonds from 2015, 2016, and 2022.

- Reserve Fund**:** May be established, and if so, funded with bond proceeds or a Reserve Fund Insurance Policy.
- Bond Proceeds Use**:** Funds will be allocated to a Project Fund for Water and Water Resource capital improvements (see Discussion for further details), a Reserve Fund (if required), and to cover issuance costs.

The specific capital improvements that the bond proceeds may be used to fund include project costs associated with the Water Infrastructure Supply Efficiency (WISE) project for construction of a desalinization facility or alternate facilities to meet total dissolved solids concentration requirements by 2030; pipeline, pump station, well and treatment infrastructure associated with the Box Elder project; the Plum Creek Central Pipeline; the Plum Creek to Rueter Hess Reservoir Pipeline and Pump Station; capacity in the Rueter Hess Water Purification Facility; storage in the Chatfield Storage Reallocation Project; and / or the Plum Creek Diversion Project.

Notification and Outreach Efforts

No specific notification and outreach efforts have been undertaken.

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

This item will be presented to the Castle Rock Water Commission at their July 23, 2025 meeting for their recommendation.

Discussion

During the 2025 budget process and the annual 2024 Rates and Fees Study, CRW updated the long-term renewable water capital plan. The plan was updated to respond to current market conditions for water rights and water infrastructure construction and the results of CRW's long term water demand and supply model. Using the water demand and supply model, CRW has estimated the timing for when long-term renewable water projects need to be completed to achieve 75% renewable water supplies by 2050 and 100% renewable water supplies by 2065. The rates and fees model was then used to determine the availability of funding for these projects based on estimated rate increases and increases in system development fees for new development as shown below.

2026 – 2029 Rates and Fees	2026	2027	2028	2029
Rate Increases	4.72%	4.77%	4.83%	4.88%
System Development Fee Increases	8.6%	5.4%	5.6%	5.9%

The model indicated a funding shortfall with the need to issue debt in 2025 or 2026 of up to $55 million and in the 2030 to 2036 timeframe of up to $66 million to avoid large rate increases. The revised long term renewable water capital plan anticipates long term investments of $860M.

CRW met with Hilltop Securities to discuss debt options in June of 2025. Hilltop Securities confirmed that market conditions are currently unpredictable. CRW is recommending that this bond ordinance be approved now so that CRW can work with Hilltop Securities over the next

year to find a time when interest rates are consistent with what CRW has used in our rates and fees model, up to 4.75%. This will help ensure that CRW can keep rates and fees increases modest over the coming decade.

CRW is proposing to issue $56 million in water and sewer revenue bonds sometime in the next year as long as certain financial parameters can be achieved with the bonds in order to mitigate future rate impacts associated with the implementation of the long-term renewable water plan. This debt issuance was modelled at a 4.9% interest rate with a 20-year term in our 2024 rates and fees study. A negotiated sale and competitive sale are being considered and a final recommendation will be made at second reading. The Town and CRW have current ratings by the S&P and Moody's of AA+ and AA2 indicating that we should receive a good interest rate. Annual payments would be on the order of $4.3 million and total borrowing costs are estimated at $86.1 million. With issuance of this debt, the model runs resulted in potential rate increases in the future being smoothed to a maximum of 8.0% through 2065.

Additional details on the projects CRW would anticipate funding from bond proceeds include:

- Water Infrastructure Supply Efficiency (WISE) project will require additional capital infrastructure. The primary remaining piece of infrastructure is construction of a desalinization facility or alternate facilities for blending water supplies to meet total dissolved solids concentration requirements by 2030.

- CRW owns water rights in Box Elder Creek and Lost Creek and a pipeline from Lost Creek and Box Elder Creek to the East Cherry Creek Valley (ECCV) Water Treatment Facility is needed. The pipeline will include an inline pump station. Wells will need to be drilled in both Lost Creek and Box Elder Creek and standalone treatment infrastructure or capacity in the ECCV treatment facility will be needed.

- The Plum Creek Central Pipeline is a key pipeline running from the North Meadows Boulevard area to the Plum Creek Water Purification Facility (PCWPF) and will be expanded to increase total capacity to at least 12 million gallons per day which will be the capacity of the expanded Plum Creek Water Purification Facility (PCWPF).

- The Plum Creek to Rueter Hess Reservoir Pipeline and Pump Station is a critical project that will construct a pump station and 16-inch pipeline that will connect to CRW's raw water pipeline from Castle Rock Reservoirs 1 and 2. This pipeline will transfer CRW's raw water supplies in the Plum Creek basin including reusable water to Rueter Hess Reservoir.

- CRW needs to purchase approximately 6 million gallons per day of capacity in the Rueter Hess Water Purification Facility in order to treat and deliver raw water stored in CRW's 8,000 acre feet of storage space in Rueter Hess Reservoir.

- Storage in the Chatfield Storage Reallocation Project. CRW needs to purchase 127 acre foot blocks of storage space in Chatfield Reservoir over the next five years in order to fully develop a total of 2,000 acre feet of storage.

- The Plum Creek Diversion Project is a project to rebuild the diversion infrastructure located on Plum Creek on CRW's property in Sedalia, Colorado. This diversion diverts CRW's water rights on Plum Creek as well as reusable supplies in the creek for storage in Castle Rock Reservoirs 1 and 2 or delivery to PCWPF. The current diversion does not have the physical capacity to divert the permitted flows, and CRW intends to upgrade the physical capacity to match the permitted capacity.

CRW monitors a number of financial Key Performance Indicators (KPI). Debt Ratio measures the ratio of total liabilities to total assets. CRW's current debt ratio is 0.10. This puts CRW in the top quartile of water utilities for lowest debt ratio according to the most recent American Water Works Association (AWWA) benchmarking study. This indicates that CRW has capacity for additional borrowing to help smooth rates and fees over the coming decade.

The CRW Financial Management Plan (FMP) is set in place to outline the main financial policies, procedures and financial performance for past, present and future. FMP goals were derived based upon CRW's main vision to become a national leader in the water industry and our mission to provide our community with exceptional service. The first two FMP goals are as follows:

1. To minimize future rates at or below the 2013 Hybrid Model levels
2. To minimize debt carrying costs at or below industry standards

The current debt portfolio for CRW primarily contains revenue bonds for water, wastewater, and water resources and a bank loan dedicated to the Stormwater Enterprise. Following is a summary of the current CRW debt portfolio.

Debt Obligations	Remaining Principal YE 2024	Interest Rate	Maturity Date
Water and Sewer Revenue Refunding Bonds, Series 2015	$1,280,000	2.79%	2026
2016 Refunding of COP Bonds	$31,930,000	2.51%	2034
2019 Stormwater Enterprise Revenue Loan	$6,625,000	1.92%	2030
Water and Sewer Revenue Bonds, Series 2022	$22,925,000	2.67%	2042
Total	**$62,760,000**	**2.51%**	

Budget Impact

The budget impact of this bond ordinance will be fully determined when and if CRW moves forward with an actual debt issuance. The bond ordinance will provide CRW with one year to determine its exact needs up to $56 million, find an acceptable interest rate at or below 4.75%, and go to market. The maximum annual debt cost will be $95 million.

Staff Recommendation

Staff recommends approval of the ordinance on first reading as introduced.

Proposed Motion

"I move to approve the Ordinance on first reading as introduced by title."

Alternative Motions

"I move to approve the ordinance as introduced by title, with the following conditions: (list conditions).

"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."

Attachments

Attachment A: Ordinance

ORDINANCE NO. 2025-029

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER ENTERPRISE REVENUE BONDS, SERIES 2025, PAYABLE SOLELY OUT OF THE NET PLEDGED REVENUES TO BE DERIVED FROM THE OPERATION OF THE TOWN'S WATER AND SEWER ENTERPRISE; PROVIDING OTHER DETAILS CONCERNING THE BONDS, INCLUDING, WITHOUT LIMITATION, COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, the Town of Castle Rock, in the County of Douglas and State of Colorado (the "Town") is a municipal corporation duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado and the Town's Home Rule Charter (the "Charter"); and

WHEREAS, the members of the Town Council (the "Council") have been duly elected or appointed and qualified; and

WHEREAS, the Town now owns and operates a municipal water system and a municipal sanitary sewer system (together, the "System"); and

WHEREAS, by Ordinance Nos. 2000-25 and 2000-26 heretofore adopted, the Council has determined that the water and sanitary sewer components of the System, respectively, each constitutes an enterprise pursuant to Article X, Section 20 of the Colorado Constitution; and

WHEREAS, pursuant to Ordinance No. 2015-21 of Town finally adopted and approved by the Council on May 19, 2015 (the "2015 Bond Ordinance") the Town has heretofore issued its Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Refunding Bonds, Series 2015 in the aggregate principal amount of $5,610,000 and currently outstanding in the aggregate principal amount of $1,280,000 (the "2015 Bonds"); and

WHEREAS, pursuant to Ordinance No. 2016-17 of Town finally adopted and approved by the Council on June 21, 2016 (the "2016 Bond Ordinance") the Town has heretofore issued its Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Refunding Bonds, Series 2016 in the aggregate principal amount of $50,635,000 and currently outstanding in the aggregate principal amount of $31,930,000 (the "2016 Bonds"); and

WHEREAS, pursuant to Ordinance No. 2022-001 of Town finally adopted and approved by the Council on January 18, 2022 (the "2022 Bond Ordinance") the Town has heretofore issued its Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2022 in the aggregate principal amount of $25,455,000 and currently outstanding in the aggregate principal amount of $22,925,000 (the "2022 Bonds"); and

WHEREAS, the 2015 Bonds, the 2016 Bonds and the 2022 Bonds (collectively, the "Parity Bonds") are each secured by a pledge of the Net Pledged Revenues of the System; and

WHEREAS, the Council proposes to extend, better, otherwise improve and equip the System (the "Project") by the issuance of Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025 (the "2025 Bonds"; provided, however, if the 2025 Bonds are not issued in calendar year 2025, all references herein to "2025 Bonds" shall be deemed to refer to "2026 Bonds"); and

WHEREAS, the 2025 Bonds will be issued on a parity with the Parity Bonds; and

WHEREAS, the Town is not delinquent in the payment of any principal or interest requirements under the Parity Bonds; and

WHEREAS, except for certain development agreements herein described under the definition of Operation and Maintenance Expenses in Section 102 hereof, and the Parity Bonds, the Town has never pledged nor in any way hypothecated revenues derived and to be derived directly or indirectly from the operation of the System to the payment of any securities or for any other purpose (excluding securities which have heretofore been redeemed in full, as to all principal, premium, if any, and interest, or are otherwise not outstanding) and with the result that the Net Pledged Revenues may now be pledged lawfully and irrevocably for the payment of the 2025 Bonds on a parity with Parity Bonds, and they may be made payable from the Net Pledged Revenues; and

WHEREAS, the Town intends to negotiate a proposal with Stifel, Nicolaus & Company, Incorporated, concerning the purchase of the 2025 Bonds; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution, the 2025 Bonds may be issued without voter approval since the System constitutes an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Town is authorized by Article X, Section 20 of the Colorado Constitution, and Section 10-4 of the Charter to issue securities made payable solely from any revenues other than the proceeds of the general ad valorem property tax, without an election; and

WHEREAS, the Town deems it necessary and advisable to issue the 2025 Bonds, as herein provided, to provide funds to finance the Project; and

WHEREAS, pursuant to Section 11-57-203, Colorado Revised Statutes, as amended, the Town desires to delegate to the Mayor, Town Manager and the Finance Director the power to independently make any of the determinations provided by the Supplemental Public Securities Act (as hereafter defined) subject to the parameters set forth herein; and

WHEREAS, the Council has determined and does hereby declare:

A. The 2025 Bonds shall be issued for the Project;

B. Net Pledged Revenues shall be pledged to the payment of the 2025 Bonds on a parity with the Parity Bonds;

C. The 2025 Bonds shall be sold by negotiated sale to Stifel, Nicolaus & Company, Incorporated in accordance with its proposal, and such sale is to the best advantage of the Town; and

D. All action preliminary to the authorization of the issuance of the 2025 Bonds has been taken.

WHEREAS, there are on file with the Town Clerk the forms of the following documents: (i) the form of the Paying Agent Agreement; (ii) the form of a Preliminary Official Statement; (iii) the form of the Continuing Disclosure Certificate; and (iv) the form of Purchase Contract; and

WHEREAS, it is necessary to provide for the form of the 2025 Bonds, the 2025 Bond details, the payment of the 2025 Bonds, and other provisions relating to the authorization, issuance, and sale of the 2025 Bonds.

NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:

ARTICLE I

DEFINITIONS, INTERPRETATION,
RATIFICATION AND EFFECTIVE DATE

Section 101. Short Title. This Ordinance shall be known as and may be cited by the short title "2025 Bond Ordinance" (the "Ordinance").

Section 102. Meanings and Construction.

A. Definitions. The terms in this Section for all purposes of this Ordinance and of any ordinance amendatory hereof or supplemental hereto, or relating hereto, and of any other ordinance or any other document pertaining hereto, except where the context by clear implication otherwise requires, shall have the meanings herein specified:

"Bond Counsel" means an attorney or a firm of attorneys, designated by the Town and satisfactory to the Paying Agent of nationally recognized standing in matters pertaining to the tax status of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the special account designated as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025 Bond Fund" created pursuant to Section 605 hereof.

"Bond Requirements" means the principal of, any prior redemption premiums due in connection with, and the interest on any Bonds or other securities payable from the Net Pledged Revenues and heretofore or hereafter issued, if any, or such part of such securities as may be designated.

"Bonds" or "2025 Bonds" means those securities issued hereunder and designated as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025" provided, however, if the 2025 Bonds are not issued in calendar year 2025 but are issued in calendar year 2026, all references herein to "2025 Bonds" shall be deemed to refer to "2026 Bonds").

"Book-entry system" means, with respect to the Bonds, a form or system, as applicable, under which physical Bond certificates in fully registered form are registered only in the name of The Depository Trust Company or its nominee as Owner, with the physical Bond certificates "immobilized" in the custody of The Depository Trust Company. The book-entry system maintained by and the responsibility of The Depository Trust Company and not maintained by or the responsibility of the Town or the Paying Agent is the record that identifies, and records the transfer of the interests of, the owners of book-entry interests in the Bonds.

"Business Day" means a day of the year, other than a Saturday or Sunday, other than a day on which commercial banks located in the city in which the principal corporate

trust office of the Paying Agent is located are required or authorized to remain closed and other than a day on which the New York Stock Exchange is closed.

"Capital Improvements" means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and those property improvements or any combination of property improvements which will constitute enlargements, extensions or betterments to the System and will be incorporated into the System.

"Charter" means the home rule charter of the Town, as from time to time amended.

"Clerk" means the town clerk of the Town, or his or her successor in functions, if any.

"Closing Date" means the date of delivery of and payment for the Bonds.

"Combined Maximum Annual Principal and Interest Requirements" means the largest sum of the principal of and interest on the Bonds, any other Outstanding Parity Bonds, and any additional Parity Bonds proposed to be issued, excluding any securities the principal of which is payable within less than one year from the date on which issued, to be paid during any one Fiscal Year for the period beginning with the Fiscal Year in which such computation is made and ending with the Fiscal Year in which any Bond or other such security last becomes due at maturity or on a Redemption Date, whichever time is later (but excluding any reserve requirement to secure such payments unless otherwise expressly provided), subject in all respects to the following, as applicable: (1) the word "Principal as used in this definition means the principal which must be paid to security Owners, whether on stated maturity dates or on mandatory Redemption Dates, or otherwise and (2) any computation made under this definition shall be adjusted for all purposes in the same manner as provided in Section 803 hereof.

"Commercial Bank" means a state or national bank or trust company which is a member of the Federal Deposit Insurance Corporation (or any successors thereto) and of the Federal Reserve System, which has a capital and surplus of $10,000,000 or more, and which is located within the United States of America.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate for the Bonds executed by the Town.

"Cost of the Project" means all costs, as designated by the Town, of the Project, or any interest therein, which cost, at the option of the Town (except as may be otherwise limited by law) may include all, any one or other portion of the incidental costs pertaining to the Project, including, without limitation:

(a) All preliminary expenses or other costs advanced by the Town or any other Person from any source, with the approval of the Council, or any combination thereof, or otherwise;

(b) The costs of making surveys and tests, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;

(c) The costs of contingencies;

(d) The costs of premiums on any builders' risk insurance and performance bonds during the construction, installation and other acquisition of the Project, or a reasonably allocated share thereof;

(e) The costs of appraising, printing, estimates, advice, inspection, other services of engineers, architects, accountants, financial consultants, attorneys at law, clerical help and other agents and employees;

(f) The costs of making, publishing, posting, mailing and otherwise giving any notice in connection with the Project and the issuance of the Bonds;

(g) All costs and expenses of issuing the Bonds including, without limitation, fees of the Paying Agent, Bond Counsel, counsel to the Purchaser, counsel to the Town, financial advisor, rating agencies and printers to the extent not defrayed as an Operation and Maintenance Expense;

(h) The costs of the filing or recording of instruments and the cost of any title insurance premiums;

(i) The costs of funding any construction loans and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;

(j) The costs of demolishing, removing, or relocating any buildings, structures, or other facilities on land acquired for the Project, and of acquiring lands to which such buildings, structures or other facilities may be moved or relocated;

(k) The costs of machinery and equipment;

(l) The costs of any properties, rights, easements or other interests in properties, or any licenses, privileges, agreements and franchises;

(m) The payment of the premium for the Insurance Policy issued by the Insurer and Reserve Fund Insurance Policy issued by the Surety Provider;

(n) The costs of labor, material and obligations incurred to contractors, builders and materialmen in connection with the acquisition and construction of the Project;

(o) The costs of amending any ordinance or other instrument pertaining to the Bonds or otherwise to the System; and

(p) All other expenses pertaining to the Project.

"Council" means the town council of the Town, and any successor governing body of the municipal corporation owning the System.

"Events of Default" means the events stated in Section 1003 hereof.

"Federal Government" means the United States of America and any agency, instrumentality or corporation thereof.

"Federal Securities" means bills, certificates of indebtedness, notes, or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

"Finance Director" means the Director of Finance of the Town, or his or her successor in functions, if any.

"Fiscal Year" means the calendar year or any other 12 month period hereafter selected by the Town as its fiscal year.

"Gross Pledged Revenues" means all income, charges and revenues derived directly or indirectly by the Town from the operation and use of and otherwise pertaining to the System, or any part thereof, whether resulting from Capital Improvements or otherwise, and includes all income, charges and revenues received by the Town from the System, including without limitation:

(a) All fees, rates and other charges for the use of the System, or for any service rendered by the Town in the operation thereof, directly or indirectly, the availability of any such service, or the sale or other disposal of any commodities derived therefrom, including, without limitation, connection charges, but:

(i) Excluding any moneys borrowed and used for the acquisition of Capital Improvements or for the refunding of securities, and all income or other gain from any investment of such borrowed moneys; and

(ii) Excluding any moneys received as grants, appropriations or gifts from the Federal Government, the State, or other sources, the use of which is limited by the grantor or donor to the construction of Capital Improvements, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom; and

(iii) Excluding any moneys received by the Town as cash-in-lieu payments of the Denver Basin groundwater dedication required pursuant to Section 4.04.080 of the Town's Municipal Code and deposited to the separate cash-in-lieu account established pursuant to Section 4.04.090 of the Town's Municipal Code.

(b) All income or other gain from any investment of Gross Pledged Revenues (including without limitation the income or gain from any investment of all Net Pledged Revenues, but excluding borrowed moneys and all income or other gain thereon in any

acquisition or construction fund, reserve fund, or any escrow fund for any other Parity Bonds payable from Net Pledged Revenues heretofore or hereafter issued and excluding any unrealized gains or losses on any investment of Gross Pledged Revenues) unless the Council or the qualified electors of the Town otherwise provide by ordinance, or such electors by Charter amendment; and

(c) All income and revenues derived from the operation of any other utility or other income-producing facilities added to the System and to which the pledge and lien herein provided are extended by ordinance adopted by the Council or the qualified electors of the Town or by Charter amendment adopted by such electors.

"improve" or "improvement" means the extension, reconstruction, alteration, betterment or other improvement by the construction, purchase or other acquisition of facilities, including, without limitation, appurtenant machinery, apparatus, fixtures, structures and buildings.

"Income Fund" means the special account designated as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Gross Income Fund" created pursuant to Section 602 hereof.

"Independent Accountant" means any certified public accountant, or any firm of certified public accountants, duly licensed to practice and practicing as such under the laws of the State:

(a) Who is, in fact, independent and not under the domination of the Town;

(b) Who does not have any substantial interest, direct or indirect, with the Town, and

(c) Who is not connected with the Town as an officer or employee thereof, but who may be regularly retained to make annual or similar audits of any books or records of the Town.

"Independent Engineer" means an individual, firm or corporation engaged in the engineering profession of recognized good standing and having specific experience in respect of business and properties of a character similar to those of the System, which individual, firm or corporation has no substantial interest, direct or indirect, in the Town and in the case of an individual, is not a member of the Council, or an officer or employee of the Town, and in the case of a firm or corporation, does not have a partner, director, officer or employee who is a member of the Council or an officer or employee of the Town.

"Insurance Agreement" means any agreement entered into between the Town and any Insurer pursuant to Section 212 of this Ordinance.

"Insurance Policy" means the municipal bond new issue insurance policy, if any, issued by the Insurer that guarantees payment of principal of and interest on the Bonds when due.

"Insurer" means the issuer of the Insurance Policy, if any, as set forth in the Sale Certificate.

"Investment Securities" means any securities or other obligations permitted as investments of moneys of the Town under the laws of the State.

"Mayor" means the mayor of the Town, or his or her successor in functions.

"Net Pledged Revenues" means the Gross Pledged Revenues remaining after the payment of the Operation and Maintenance Expenses of the System.

"Official Statement" means the Official Statement delivered in connection with the original issuance and sale of the Bonds.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the Town, paid or accrued, of operating, maintaining and repairing the System or any component division or other part thereof, or any other designated facilities in connection with which such term is used including, without limitation, all salaries, labor, materials and repairs necessary to render efficient service; and the term includes, at the option of the Town, acting by and through the Council, except as limited by law, without limitation:

(a) Engineering, auditing, reporting, legal and other overhead expenses of the various departments of the Town directly related and reasonably allocable to the administration, operation and maintenance of the System;

(b) Fidelity bond premiums and property and liability insurance premiums pertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining to the System;

(c) Payments to pension, retirement, health and hospitalization funds, other insurance, and to any self-insurance fund;

(d) Any general (ad valorem) taxes, assessments, excise taxes or other charges which may be lawfully imposed on the Town, the System, revenues therefrom, or the Town's income from or operations of any properties under its control and pertaining to the System, or any privilege in connection with the System or its operation (but no payments made in lieu of taxes);

(e) The reasonable charges of the Paying Agent, any alternate Paying Agent, any paying agents or escrow agent for any securities payable from the Net Pledged Revenues which have been or will be refunded, and any other depositary bank pertaining to the Bonds and any other securities payable from the Net Pledged Revenues or otherwise pertaining

to the System, and the premium for any Reserve Fund Insurance Policy issued other than concurrently with the issuance of the Bonds and any periodic fees, premiums, expense or other costs incurred in connection with any letter of credit or with respect to a remarketing, tender, indexing or similar agent;

(f) Contractual services, professional services, salaries, other administrative expenses and costs of materials, supplies, repairs and labor pertaining to the System or to the issuance of the Bonds or any other securities relating to the System, including, without limitation, the expenses and compensation of any trustee, receiver or other fiduciary;

(g) The costs incurred by the Town in the collection and any refunds of all or any part of the Gross Pledged Revenues;

(h) Any costs of utility services furnished to the System by the Town or otherwise, including, without limitation, the contracting by the Town for water, sanitary sewer, electricity, or gas, or any combination thereof, from any Person, for distribution through the System or for the transmission or treatment of water, wastewater, electricity, or gas for use by the Town and its customers and the obligations due under any contract pertaining thereto on a take-and-pay basis or take-or-pay basis or otherwise;

(i) Any payment obligations of the Town pursuant to the following Agreements:

(i) Master Intergovernmental Agreement dated December 1, 1991 between Town of Castle Rock and Meadows Metropolitan Districts Nos. 1-7 and the related Meadows (Fourth Amendment) Development Agreement dated April 14, 2003 between the Town, Castle Rock Development Company and Castle Rock Land Company;

(ii) Castlewood Ranch Development Agreement dated June 11, 1998, between the Town of Castle Rock and DSSD, Limited Liability Company and the related Master Intergovernmental Agreement between the Town and Castlewood Ranch Metropolitan District dated June 11, 1998, as amended by the First Amendment to Master Intergovernmental Agreement dated August 24, 2000;

(iii) Maher Ranch Phase 1 Annexation and Development Agreement dated April 27, 2000, between the Town of Castle Rock and Diamond Ridge, LLC;

(iv) Crystal Valley Ranch Development Agreement dated March 22, 2001, between the Town of Castle Rock and Maple Grove Land Limited Partnership, as amended by the First Amendment thereto dated August 19, 2002;

(v) Castle Rock Estates Annexation and Development Agreement recorded on December 18, 1995 at Reception No. 9561705 beginning in Book 1309 at Page 002 of the public records of Douglas County, Colorado, between the Town of Castle Rock and Diamond Ridge Estates, LLC, as amended by the First Amendment thereto dated April 10, 1997;

(vi) Castle Oaks Development Agreement dated October 28, 2002, between the Town of Castle Rock and Castle Oaks Estates, LLC and the related Master Intergovernmental Agreement between the Town and Castle Oaks Metropolitan District dated October 28, 2002, as amended by the First Amendment to Master Intergovernmental Agreement dated September 2, 2003;

(vii) Master Intergovernmental Agreement dated May 1, 1995, between the Town and Villages at Castle Rock Metropolitan Districts No. 1 and No. 4;

(viii) Liberty Village Development Agreement dated April 27, 2004, between the Town of Castle Rock and MDC Land Corporation; and

(j) All other administrative, general and commercial expenses pertaining to the System and all other current expenses pertaining to the System which are properly classified as operation and maintenance expenses under generally accepted accounting principles; but

(i) Excluding any allowance for depreciation;

(ii) Excluding any costs of Capital Improvements (or any combination thereof);

(iii) Excluding any reserves for major capital replacements (other than normal repairs);

(iv) Excluding any reserves for operation, maintenance or repair of the System;

(v) Excluding any allowance for the redemption of any Bond or other security evidencing a loan or other obligation, or the payment of any interest thereon, or any prior redemption premium due in connection therewith, or any reserve therefor;

(vi) Excluding any liabilities incurred in the acquisition or improvement of any properties comprising any Capital Improvements or any existing facilities (or any combination thereof) incorporated into the System, or otherwise; and

(vii) Excluding any liabilities incurred by the Town as the result of its negligence in the operation of the System or any other ground of legal liability not based on contract.

"Ordinance" means this Ordinance of the Town, which provides for the issuance and delivery of the Bonds.

"Outstanding" when used with reference to the Bonds, Parity Bonds, or any other designated securities and as of any particular date means all the Bonds, Parity Bonds, or any such other securities payable from the Net Pledged Revenues or otherwise pertaining to

the System, as the case may be, in any manner theretofore and thereupon being executed and delivered:

(a) Except any Bond, Parity Bond, or other security canceled by the Town, by any paying agent, or otherwise on the Town's behalf, at or before such date;

(b) Except any Bond, Parity Bond, or other security deemed to be paid as provided in Section 1201 hereof or any similar provision of the Ordinance authorizing the issuance of such other security;

(c) Except any Bond, Parity Bond, or other security in lieu of or in substitution for which another Bond or other security shall have been executed and delivered pursuant to Sections 306, 307 or 1108 hereof or any similar provisions of the Ordinance authorizing the issuance of such other security.

"Owner" means the registered owner of any designated Bond, Parity Bond, or other designated security.

"Parity Bonds" means the 2015 Bonds, the 2016 Bonds, the 2022 Bonds, and any other securities hereafter issued payable from and having an irrevocable lien upon the Net Pledged Revenues on a parity with the Bonds.

"Parity Bond Ordinances" means the 2015 Bond Ordinance, the 2016 Bond Ordinance, the 2022 Bond Ordinance, and any agreements hereafter entered into by the Town with respect to Parity Bonds and, without duplication, any Ordinances hereafter adopted by the Council authorizing the issuance of Parity Bonds.

"Paying Agent" means UMB Bank, n.a., being an agent of the Town for the payment of the Bond Requirements due in connection with the Bonds, the registrar for the Bonds and for other administration of moneys pertaining to the Bonds, and includes any successor Commercial Bank as paying agent.

"Paying Agent Agreement" means the agreement dated as of the date of delivery of the Bonds, between the Town and the Paying Agent.

"Person" means a corporation, firm, other body corporate (including, without limitation, the Federal Government, the State, or any other body corporate and politic other than the Town), partnership, limited liability company, association or individual, and also includes an executor, administrator, trustee, receiver or other representative appointed according to law.

"Policy Costs" means repayment of draws under the Reserve Fund Insurance Policy, plus all related reasonable expenses incurred by the Surety Provider or any similar costs related to a reserve fund insurance policy for Parity Bonds.

"Preliminary Official Statement" means the Preliminary Official Statement delivered in connection with the original issuance and sale of the Bonds.

"Project" means the extending, betterment, or otherwise improving and equipping the System.

"Project Fund" means the special fund designated as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025, Project Fund" created pursuant to Section 501 hereof.

"Purchaser" means Stifel, Nicolaus & Company Incorporated, Denver, Colorado.

"Purchase Contract" means the Bond Purchase Agreement between the Town and the Purchaser concerning the purchase of the Bonds.

"Rating Agency" means any nationally recognized securities rating agency then maintaining a rating on the Bonds.

"Rebate Fund" means the special account designated as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025 Rebate Fund" created pursuant to Section 609 hereof.

"Record Date" means the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

"Redemption Date" means the date fixed for the redemption prior to their respective maturities of any Bonds or other designated securities payable from Net Pledged Revenues in any notice of prior redemption or otherwise fixed and designated by the Town.

"Reserve Fund" means the special account designated as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025 Reserve Fund" created pursuant to 606 hereof.

"Reserve Fund Insurance Policy" means any credit instrument deposited in or credited to the Reserve Fund as provided in Section 606 hereof in lieu of or in partial substitution for cash or Investment Securities on deposit in the Reserve Fund.

"Reserve Fund Requirement" means the amount, if any, set forth is the Sale Certificate.

"Sale Certificate" means the sale certificate of the Town relating to the Bonds issued pursuant to the Supplemental Public Securities Act and described in Section 213 hereof.

"2015 Bond Ordinance" means Town's Ordinance No. 2015-21, adopted on May 19, 2015, authorizing the issuance of the 2015 Bonds.

"2015 Bonds" means the Town's Water and Sewer Enterprise Revenue Refunding Bonds, Series 2015, dated July 1, 2015.

"2016 Bond Ordinance" means Town's Ordinance No. 2016-17, adopted on June 21, 2016, authorizing the issuance of the 2016 Bonds.

"2016 Bonds" means the Town's Water and Sewer Enterprise Revenue Refunding Bonds, Series 2016, dated July 26, 2016.

"2022 Bond Ordinance" means Town's Ordinance No. 2022-001, adopted on January 18, 2022, authorizing the issuance of the 2022 Bonds.

"2022 Bonds" means the Town's Water and Sewer Enterprise Revenue Bonds, Series 2022, dated February 10, 2022.

"Special Record Date" means a special date fixed by the Paying Agent to determine the names and addresses of Owners of Bonds for the purpose of paying interest on a special interest payment date for the payment of defaulted interest, all as further provided in Section 302 hereof.

"State" means the State of Colorado.

"Subordinate Securities" means securities payable from the Net Pledged Revenues subordinate and junior to the lien thereon of the Bonds and any Parity Bonds.

"Supplemental Public Securities Act" means Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended.

"Surety Provider" means the Insurer or any other entity issuing a Reserve Fund Insurance Policy with respect to the Bonds.

"System" means the municipal water system and municipal sanitary sewer system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Town, through purchase, construction and otherwise, and used in connection with such system of the Town, and in any way pertaining thereto, whether or not located within or without or both within and without the boundaries of the Town; and such defined term includes any other utility or other income-producing facilities added to the System and to which the lien and pledge herein provided are extended by ordinance adopted by the Council or the qualified electors of the Town or by Charter amendment adopted by such electors.

"Tax Code" means the Internal Revenue Code of 1986, as amended to the date of delivery of the Bonds, and the regulations promulgated thereunder.

"Tax Compliance Certificate" means the Tax Compliance and No Arbitrage Certificate executed by the Town in connection with the initial issuance and delivery of the Bonds as it may from time to time be amended.

"Term Bonds" means Bonds that are payable on or before their specified maturity dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

"Town" means the Town of Castle Rock, Colorado, or any successor municipal corporation owning the System.

"Town Manager" means the town manager of the Town, or his or her successor.

"Trust Bank" means a Commercial Bank which is authorized to exercise and is exercising trust powers located within or without the State, and also means any branch of the Federal Reserve Bank.

B. Town-Held Securities. Any securities payable from any Net Pledged Revenues held by the Town shall not be deemed to be Outstanding for the purpose of redemption nor Outstanding for the purpose of consents hereunder or for any other purpose herein.

Section 103. Parties Interested Herein. Nothing herein expressed or implied confers any right, remedy or claim upon any Person, other than the Town, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any Parity Bonds or other securities payable from the Net Pledged Revenues when reference is expressly made thereto. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Council, the Paying Agent, the Insurer, the Surety Provider, the Owners of the Bonds and the Owners of any such other securities in the event of such a reference.

Section 104. Ratification; Approval of Documents. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Council, the officers of the Town and otherwise taken by the Town directed toward the Project and the sale and delivery of the Bonds for such purposes, be, and the same hereby is, ratified, approved and confirmed.

Section 105. Repealer. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any such bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 106. Severability. If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Section 107. Ordinance Irrepealable. After any of the Bonds are issued, this Ordinance shall constitute an irrevocable contract between the Town and the Owner or Owners of the Bonds and this Ordinance shall be and shall remain irrepealable until the Bonds, as to all Bond Requirements, shall be fully paid, canceled, and discharged, except as herein otherwise provided.

Section 108. Conclusive Recitals. Pursuant to Section 11-57-210 of the Supplemental Public Securities Act, the Bonds shall contain a recital that they are issued

pursuant to the Supplemental Public Securities Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value.

Section 109. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Public Securities Act, no legal or equitable action brought with respect to any legislative acts or proceedings of the Town in connection with the authorization or issuance of the Bonds, including but not limited to the adoption of this Ordinance, shall be commenced more than thirty days after the authorization of the Bonds.

Section 110. Effective Date and Disposition. As an emergency ordinance, this Ordinance shall take effect upon adoption, shall be authenticated and shall be numbered and recorded in the official records of the Town as required by the Charter. This Ordinance shall be published by title and summary (with notice that the entire text of the proposed Ordinance is available for public inspection at the office of the Town Clerk) prior to first reading thereon and subsequent to adoption.

ARTICLE II

DETERMINATION OF THE TOWN'S AUTHORITY AND OBLIGATIONS; APPROVAL OF RELATED DOCUMENTS; AND ELECTION TO APPLY SUPPLEMENTAL PUBLIC SECURITIES ACT TO THE BONDS

Section 201. Authority for this Ordinance. This Ordinance is adopted by virtue of the Town's powers as a home rule town reorganized and operating pursuant to Article XX of the State Constitution and the Charter thereunder, the Supplemental Public Securities Act, and all other laws of the State thereunto enabling. Pursuant to Article XX of the State Constitution and the Charter, all statutes of the State which might otherwise apply in connection with the Project or the Bonds are hereby superseded, other than the Supplemental Public Securities Act.

Section 202. Bonds Equally Secured. The covenants and agreements herein set forth to be performed on behalf of the Town shall be for the equal benefit, protection and security of the Owners of any and all of the Outstanding Bonds and any Outstanding Parity Bonds heretofore or hereafter authorized and issued, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of such securities over any other thereof, except as otherwise expressly provided in or pursuant to this Ordinance.

Section 203. Special Obligations. The Town hereby authorizes the Bonds to be issued in the principal amount approved by the Mayor, Town Manager or the Finance Director in the Sale Certificate, subject to the parameters and restrictions contained in this Ordinance, for the purpose of: (i) paying the cost of the Project; (ii) funding a Reserve Fund, if required, and (iii) paying issuance and other costs in connection with the Bonds. The Town pledges irrevocably, but not necessarily exclusively, the Net Pledged Revenues to the payment of the Bond Requirements of the Bonds. All of the Bond Requirements of the Bonds and the Policy Costs shall be payable and collectible solely out of the Net Pledged Revenues, which revenues are so

pledged; the Owner or Owners of the Bonds and the Surety Provider may not look to any general or other fund for the payment of such Bond Requirements, except the herein designated special funds pledged therefor; the Bonds and the Policy Costs shall not constitute an indebtedness or a debt within the meaning of any constitutional, Charter or statutory provision or limitation; and the Bonds and the Policy Costs shall not be considered or held to be general obligations of the Town but shall constitute its special obligations. No Charter, statutory or constitutional provision enacted after the issuance of the Bonds shall in any manner be construed as limiting or impairing the obligation of the Town to comply with the provisions of this Ordinance or to pay the Bond Requirements of the Bonds and the Policy Costs as herein provided.

Section 204. Character of Agreement. None of the covenants, agreements, representations and warranties contained herein or in the Bonds shall ever impose or shall be construed as imposing any liability, obligation or charge against the Town (except the special funds pledged therefor), or against its general credit, or as payable out of its general fund or out of any funds derived from taxation or out of any other revenue source (other than those pledged therefor).

Section 205. No Pledge of Property. The payment of the Bonds and the Policy Costs is not secured by an encumbrance, mortgage or other pledge of property of the Town, except for the Net Pledged Revenues and other moneys pledged for the payment of the Bond Requirements of the Bonds. No property of the Town, subject to such exception, shall be liable to be forfeited or taken in payment of the Bonds or the Policy Costs.

Section 206. No Recourse Against Officers and Agents. No recourse shall be had for the payment of the Bond Requirements of the Bonds or the Policy Costs or for any claim based thereon or otherwise upon this Ordinance or any other ordinance pertaining hereto, against any individual member of the Council or any officer, employee or other agent of the Town, past, present or future, either directly or indirectly through the Council, or the Town, or otherwise, whether by virtue of any penalty or otherwise, all such liability, if any, being by the acceptance of the Bonds and as part of the consideration of their issuance specially waived and released.

Section 207. Authorization of the Project. The Council, on behalf of the Town, does hereby determine to undertake the Project, which is hereby authorized, and the proceeds of the Bonds shall be used therefor.

Section 208. Enterprise Status. The Council, on behalf of the Town, hereby confirms its determination that the System shall be an "enterprise" for the purposes of Article X, Section 20 of the State Constitution. In particular, the System shall be owned by the Town and shall have the power to issue revenue bonds in the manner and payable from the sources set forth in this Ordinance and the Charter.

Section 209. Sale of Bonds. The Bonds shall be sold by negotiated sale to the Purchaser as authorized by Section 10-6 of the Charter. Pursuant to the Supplemental Public Securities Act, the Council hereby delegates to the Mayor, Town Manager and the Finance Director the independent authority to execute the proposal submitted by the Purchaser.

Section 210. Official Statement. The preparation and use of the Preliminary Official Statement and of the final Official Statement are hereby authorized. The Mayor, the Town Manager and the Finance Director are hereby independently authorized to approve, on behalf of the Town, the Preliminary Official Statement, in substantially the form of the Official Statement prepared in connection with the sale of the 2022 Bonds with such changes as approved by the officers of the Town, and final Official Statement, in substantially the form of the Preliminary Official Statement on file with such changes and updates as are hereinafter approved. The execution of the Official Statement by the Mayor shall be conclusively deemed to evidence the approval of the form and contents thereof by the Town. The designation of the Preliminary Official Statement by the Mayor, the Town Manager and the Finance Director as a "deemed final Official Statement" for purposes of Rule 15c2-12 of the Securities and Exchange Commission is hereby authorized and confirmed.

Section 211. Paying Agent Agreement. The Council hereby determines to approve the Paying Agent Agreement. The Paying Agent may resign at any time on 30 days' prior written notice to the Town. The Town may remove the Paying Agent upon 30 days' prior written notice to the Paying Agent. If the Paying Agent appointed thereunder shall resign, or if the Town shall determine to remove the Paying Agent, then the Town may appoint a successor Paying Agent, upon notice mailed to each owner of any Bond at his address last shown on the registration records maintained by the Paying Agent. No resignation or dismissal of the Paying Agent may take effect until a successor has been appointed and has accepted the duties of the Paying Agent; provided, that if no successor is appointed by the end of 90 days, the Paying Agent or Registrar may petition a court of competent jurisdiction to appoint a successor. Every such successor Paying Agent shall be a Commercial Bank.

Section 212. Other Related Documents. The forms, terms and provisions of, and the performance by the Town of its obligations under the Preliminary Official Statement, the Purchase Contract, the Paying Agent Agreement, and the Continuing Disclosure Certificate are hereby approved and the Mayor, Town Manager or the Finance Director and any deputy thereof are hereby authorized and directed to execute each of such documents on behalf of and in the name of the Town, and to deliver each of such documents, in substantially the form on file with the Town Clerk, with such changes as are not inconsistent herewith or, with respect to the Preliminary Official Statement, in such form as hereafter approved by the Mayor, Town Manager or the Finance Director. The Mayor, Town Manager and the Finance Director are hereby independently authorized to execute and deliver any Insurance Agreement as may be required by an Insurer relating to the issuance of the Insurance Policy or a Surety Provider relating to the Reserve Fund Insurance Policy. The execution of any instrument by the appropriate officers of the Town herein authorized shall be conclusive evidence of the approval by the Town of such instrument in accordance with the terms hereof.

Section 213. Election to Apply Supplemental Public Securities Act to the Bonds. Pursuant to Section 11-57-204 of the Supplemental Public Securities Act, a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Public Securities Act. The Council hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the Bonds. Pursuant to such election to apply Section 11-57-205 of the Supplemental Public Securities Act to the Bonds, the Council hereby delegates

to the Mayor, Town Manager and the Finance Director the independent authority to make the following determinations with respect to the Bonds, subject to the parameters and restrictions contained in this Ordinance, without any requirement that the Council approve such determinations:

(i) Interest Rate. The net effective interest rate to be borne by the Bonds shall not exceed 4.75%.

(ii) Redemption Provisions. The Bonds may be sold with a provision for optional redemption prior to maturity, at a price not to exceed 100%.

(iii) Purchase Price. The price at which the Bonds will be sold to the Purchaser shall not be less than 98% of the aggregate principal amount of the Bonds.

(iv) Principal Amount. The aggregate principal amount of the Bonds shall not exceed $56,000,000.

(v) Maturity Schedule. The amount of principal of the Bonds maturing, or subject to mandatory sinking fund redemption, in any particular year; shall not be more than $7,700,000 annually, and the maximum total repayment cost shall not exceed $95,000,000, provided however, that the Bonds shall not mature later than December 1, 2045.

(vi) Reserve Fund. The existence and amount of any Reserve Fund shall be set forth in the Sale Certificate.

(vi) Bond Insurance. Whether the Bonds will be secured by an Insurance Policy or a Reserve Fund Insurance Policy and the terms of any agreement with the provider of such Insurance Policy or Reserve Fund Insurance Policy.

Such determinations shall be evidenced by the Sale Certificate signed by the Mayor, Town Manager or the Finance Director dated and delivered as of the Closing Date, which shall not be more than one year from the date of final adoption of this Ordinance. If the Town shall determine to not obtain an Insurance Policy to secure the payment of principal of and interest on the Bonds, or not to obtain a Reserve Fund Insurance Policy, any references to the Insurer, the Insurance Policy, the Reserve Fund Insurance Policy, the Surety Provider, Policy Costs, the Insurance Agreement, or other provisions relating to bond insurance shall be of no force or effect.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND ISSUANCE OF BONDS

Section 301. Authorization of Bonds. For the purpose of protecting the public health, conserving the property and advancing the general welfare of the citizens of the Town and of defraying wholly or in part the Cost of the Project, the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025" in an aggregate principal amount set forth in the Sale Certificate (but not to exceed $56,000,000) are hereby authorized to be issued; and the Town pledges irrevocably, but not necessarily exclusively, the Net Pledged Revenues to the payment of the Bond Requirements of the Bonds.

Section 302. Bond Details.

A. Basic Provisions. The Bonds shall be issued in fully registered form (*i.e.* registered as to payment of both principal and interest), in denominations of $5,000 or any integral multiple thereof. The Bonds shall be lettered "R" and shall be numbered separately from 1 upward. The Bonds shall be dated as of the date of their delivery to the Purchaser. The Bonds shall mature on December 1, in the years and amounts and subject to prior redemption as set forth herein and in the Sale Certificate. The Bonds shall bear interest from the most recent interest payment date to which interest has been paid, or if no interest has been paid, from their date until their respective maturities (or prior redemption) at the rates set forth in the Sale Certificate. No interest shall accrue on any Bonds owned by or on behalf of the Town. Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months, payable semiannually on each June 1 and December 1, commencing on the date provided in the Sale Certificate.

B. Payment of Bonds. The principal of each Bond shall be payable at the principal corporate trust office of the Paying Agent, or at such other office as the Paying Agent directs in writing to the Owners of the Bonds, or at the principal office of its successor, upon presentation and surrender of the Bond. Payment of interest on any Bond shall be made to the Owner thereof by the Paying Agent on or before each interest payment date, (or, if such interest payment date is not a Business Day, on or before the next succeeding Business Day), to such Owner at his or her address as it appears on the registration records kept by the Paying Agent on the Record Date; but any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Owner thereof at the close of business on the Record Date and shall be payable to the person who is the Owner thereof at the close of business on a Special Record Date for the payment of any such defaulted interest. Such Special Record Date and the date fixed for payment of such defaulted interest shall be fixed by the Paying Agent whenever moneys become available for payment of the defaulted interest, and notice of the Special Record Date shall be given to the Owners not less than ten days prior to the Special Record Date by first-class mail to each such Owner as shown on the Paying Agent's registration books on a date selected by the Paying Agent, stating the date of the Special Record Date and the date fixed for

the payment of such defaulted interest. The Paying Agent may make payments of interest on any Bond by such alternative means as may be mutually agreed to between the Owner of such Bond and the Paying Agent. If any Bond is not paid upon its presentation and surrender at or after its maturity or prior redemption, interest shall continue at its stated rate per annum until the principal thereof is paid in full. All such payments shall be made in lawful money of the United States of America.

Section 303. Execution of Bonds. The Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Mayor, shall be sealed with the corporate seal of the Town or a facsimile thereof thereunto affixed, imprinted, engraved or otherwise reproduced and shall be attested by the manual or facsimile signature of the Clerk. Any Bond may be signed (manually or by facsimile), sealed or attested on behalf of the Town by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office. The Mayor and the Clerk may adopt as and for his or her own facsimile signature the facsimile signature of his or her predecessor in office in the event that such facsimile signature appears on any of the Bonds. Before the execution of any Bond, the Mayor and the Clerk shall each file with the Secretary of State of the State his or her manual signature certified by him or her under oath.

Section 304. Authentication Certificate. The authentication certificate upon the Bonds shall be substantially in the form and tenor provided in the form of the Bonds attached to this Ordinance as **Exhibit A**. No Bond shall be secured hereby or entitled to the benefit hereof, nor shall any Bond be valid or obligatory for any purpose, unless the certificate of authentication, substantially in such form, has been duly executed by the Paying Agent and such certificate of the Paying Agent upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds.

Section 305. Registration and Payment. The Paying Agent shall keep or cause to be kept sufficient records for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Town. Upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Bonds as herein provided. Except as provided in the first paragraph of Section 307 hereof, the Person in whose name any Bond shall be registered on the registration records kept by the Paying Agent shall be deemed and regarded as the absolute owner thereof for the purpose of making payment of the Bond Requirements thereof and for all other purposes; and payment of or on account of the Bond Requirements of any Bond shall be made only to the Owner thereof or his or her legal representative, but such registration may be changed upon transfer of such Bond in the manner and subject to the conditions and limitations provided herein. All such payments shall be valid and effectual to discharge the liability upon such Bond to the extent of the sum or sums so paid. The foregoing provisions of this Section are subject to the provisions of Section 308 hereof.

Section 306. Transfer and Exchange. Any Bond may be transferred upon the records required to be kept pursuant to the provisions of Section 305 hereof by the Person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. Whenever any Bond or Bonds shall be surrendered for transfer, the Paying Agent shall authenticate and deliver a new Bond or Bonds for a like aggregate principal amount and of the same maturity and interest rate and of any authorized denominations. The Bonds may be exchanged by the Paying Agent for a like aggregate principal amount of Bonds of the same maturity and interest rate and of other authorized denominations. The execution by the Town of any Bond of any denomination shall constitute full and due authorization of such denomination and the Paying Agent shall thereby be authorized to authenticate and deliver such Bond.

The Paying Agent shall not be required to transfer or exchange (a) any Bond subject to redemption during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day such notice is mailed, or (b) any Bond so selected for redemption in whole or in part after the mailing of notice calling such Bond or any portion thereof for prior redemption except the unredeemed portion of Bonds being redeemed in part.

The Paying Agent shall require the payment by any Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, and may charge a sum sufficient to pay the cost of preparing each new Bond upon each exchange or transfer and any other expenses of the Town or the Paying Agent incurred in connection therewith.

The foregoing provisions of this Section are subject to the provisions of Section 308 hereof.

Section 307. Bond Replacement. Upon receipt by the Town and the Paying Agent of evidence satisfactory to them of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to them, and in the case of a mutilated Bond upon surrender and cancellation of the Bond, (a) the Town shall execute and the Paying Agent shall authenticate and deliver a new Bond of the same date, interest rate and denomination in lieu of such lost, stolen, destroyed or mutilated Bond or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the Town may pay such Bond. Any such new Bond shall bear a number not previously assigned. The applicant for any such new Bond may be required to pay all expenses and charges of the Town and of the Paying Agent in connection with the issuance of such Bond. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds, negotiable instruments or other securities.

Section 308. Custodial Deposit.

A. Depository. Notwithstanding any contrary provision of this Ordinance, the Bonds initially shall be evidenced by one Bond of the same maturity and interest rate in denominations equal to the aggregate principal amount of the Bonds of the same maturity and interest rate. Such initially delivered Bonds shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be both a "clearing corporation" as defined in Section 4-8-102(a)(5), Colorado Revised Statutes and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or

(2) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) or this clause (2) of this paragraph A, or a determination by the Council that The Depository Trust Company or such successor or a new depository institution is no longer able to carry out its functions, and the designation by the Council of another depository institution acceptable to the Council and to the depository then holding the Bonds, which new depository must be both a "clearing corporation" as defined in Section 4-8-102(a)(5), C.R.S. and a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor new depository institution; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository institution under clause (1) above or designation of a new depository institution pursuant to clause (2) above, or a determination of the Council that The Depository Trust Company or such successor or depository institution is no longer able to carry out its functions, and the failure by the Council, after reasonable investigation, to locate another depository institution under clause (2) to carry out such depository institution functions.

B. Successor. In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of paragraph A hereof, upon receipt of the outstanding Bonds by the Paying Agent together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity and interest rate of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of paragraph A hereof and the failure after reasonable investigation to located another qualified depository institution for the Bonds as provided in clause (3) of paragraph A hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in authorized denominations as provided in and subject to the limitations of Sections 302, 305, and 306 hereof, registered in the names of such Persons, as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver

such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

C. Absolute Owner. The Council and the Paying Agent shall be entitled to treat the Owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by any or all of them and the Council and the Paying Agent shall have no responsibility for transmitting payments or notices to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to paragraph A hereof.

D. Payment. The Council and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of paragraph A hereof in effectuating payment of the principal amount of the Bonds upon maturity or prior redemption by arranging for payment in such a manner that funds representing such payments are available to the depository on the date they are due.

E. Redemption. Upon any partial redemption of Bonds of the same maturity and interest rate, Cede & Co. (or its successor) in its discretion may request the Town to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment. The records of the Paying Agent shall govern in the case of any dispute as to the amount of any partial prepayment made to Cede & Co. (or its successor).

Section 309. Bond Cancellation. Whenever any Bond shall be surrendered to the Paying Agent upon payment thereof, or to the Paying Agent for transfer, exchange or replacement as provided herein, such Bond shall be promptly canceled and destroyed by the Paying Agent.

Section 310. Incontestable Recital in Bonds. Pursuant to Article XX of the State Constitution, the Supplemental Public Securities Act and this Ordinance, each Bond shall recite that it is issued under the authority of this Ordinance and the Supplemental Public Securities Act and that it is the intention of the Town that such recital shall conclusively impart full compliance with all the provisions of this Ordinance and shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value and that all the Bonds issued containing such recital shall be incontestable for any cause whatsoever after their delivery for value.

Section 311. Bond Form. Subject to the provisions of this Ordinance, each Bond shall be in substantially the form attached hereto as **Exhibit A**, with such omissions, insertions, endorsements and variations as to any recitals of fact or other provisions as may be required by the circumstances, be required or permitted by this Ordinance, be consistent with this Ordinance or be necessary or appropriate to conform to the rules and requirements of any governmental authority or any usage or requirement of law with respect thereto.

ARTICLE IV

REDEMPTION

Section 401. Optional Redemption. The Bonds shall be subject to redemption prior to maturity at the option of the Town from any legally available funds on the dates set forth in the Sale Certificate in whole, or in part from any maturity and interest rate, in any order of maturity and by lot within a maturity and interest rate, in such manner as the Town may determine (giving proportionate weight to Bonds in denominations larger than $5,000), at a redemption price as set forth in the Sale Certificate.

Notwithstanding the foregoing, the Bonds may not be redeemed pursuant to this Section unless all Policy Costs, if any, due and owing at the time to the Surety Provider have been paid.

Section 402. Mandatory Sinking Fund Redemption. The Term Bonds, if any, shall be subject to mandatory sinking fund redemption at the times, in the amounts and at the prices provided in the Sale Certificate.

On or before the thirtieth day prior to each such sinking fund payment date, the Paying Agent shall proceed to call the Term Bonds, if any, as provided in the Sale Certificate (or any Term Bond or Term Bonds issued to replace such Term Bonds) for redemption from the sinking fund on the next December 1, and give notice of such call without further instruction or notice from the Town.

At its option, to be exercised on or before the sixtieth day next preceding each such sinking fund Redemption Date, the Town may (a) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory sinking fund redemption on such date in an aggregate principal amount desired or (b) receive a credit in respect of its sinking fund redemption obligation for any Term Bonds of the same maturity and interest rate subject to mandatory sinking fund redemption on such date, which prior to said date have been redeemed (otherwise than through the operation of the sinking fund) and canceled by the Paying Agent and not theretofore applied as a credit against any sinking fund redemption obligation. Each Term Bond so delivered or previously redeemed will be credited by the Paying Agent at the principal amount thereof against the obligation of the Town on such sinking fund date and such sinking fund obligation will be accordingly reduced. The Town will on or before the sixtieth day next preceding each sinking fund Redemption Date furnish the Paying Agent with its certificate indicating whether or not and to what extent the provisions of (a) and (b) of the preceding sentence are to be availed with respect to such sinking fund payment. Failure of the Town to deliver such certificate shall not affect the Paying Agent's duty to give notice of sinking fund redemption as provided in this paragraph.

Section 403. Partial Redemption. In the case of Bonds of a denomination larger than $5,000, a portion of such Bond ($5,000 or any integral multiple thereof) may be redeemed, in which case the Paying Agent shall, without charge to the owner of such Bond, authenticate and issue a replacement Bond or Bonds for the unredeemed portion thereof.

Section 404. Notice of Prior Redemption. Notice of optional or mandatory redemption shall be given by the Paying Agent in the name of the Town by sending a copy of such notice by first-class, postage prepaid mail, not more than sixty nor less than thirty days prior to the Redemption Date to each Owner at his address as it last appears on the registration books kept by the Paying Agent; but neither failure to give such notice nor any defect therein shall affect the redemption of any Bond. Such notice shall identify the Bonds to be so redeemed (if less than all are to be redeemed) and the Redemption Date, and shall further state that on such Redemption Date there will become and be due and payable upon each Bond so to be redeemed, at the principal office of the Paying Agent, the principal amount thereof, accrued interest to the Redemption Date, and the stipulated premium, if any, and that from and after such date interest will cease to accrue. Notice having been given in the manner hereinabove provided, the Bond or Bonds so called for redemption shall become due and payable on the Redemption Date so designated; and upon presentation thereof at the principal office of the Paying Agent, the Paying Agent will pay the Bond or Bonds so called for redemption. No further interest shall accrue on the principal of any such Bond called for redemption from and after the Redemption Date, provided sufficient funds are deposited with the Paying Agent and available on the Redemption Date.

Notwithstanding the provisions of this Section, any notice of redemption shall either (a) contain a statement that the redemption is conditioned upon the receipt by the Paying Agent on or before the Redemption Date of funds sufficient to pay the redemption price of the Bonds so called for redemption, and that if such funds are not available, such redemption shall be canceled by written notice to the Owners of the Bonds called for redemption in the same manner as the original redemption notice was mailed, or (b) be given only if funds sufficient to pay the redemption price of the Bonds so called for redemption are on deposit with the Paying Agent in the applicable fund or account.

Section 405. Bonds Owned by the Town. Bonds owned by or on behalf of the Town shall not be subject to redemption. At any time the Town may surrender any Bonds owned by or on behalf of the Town to the Paying Agent, which shall promptly cancel such Bonds.

Section 406. No Partial Redemption After Default. Anything in this Ordinance to the contrary notwithstanding, if there shall have occurred and is continuing an Event of Default hereunder of which an officer of the Paying Agent has actual knowledge, there shall be no redemption of less than all of the Bonds at the time Outstanding (other than pursuant to Section 402 hereof).

ARTICLE V

USE OF BOND PROCEEDS AND OTHER MONEYS

Section 501. Disposition of Bond Proceeds. A portion of net proceeds derived from the sale of the Bonds, upon the receipt thereof, shall accounted for in the following manner and priority:

(A). Reserve Fund. An amount equal to the Reserve Fund Requirement as described in the Sale Certificate, if any, shall be credited to the special and separate fund hereby created and to be known as the "Town of Castle Rock Water and Sewer Enterprise Revenue Bonds, Series 2025, Reserve Fund."

(B) Project Fund. The remaining proceeds derived from the sale of the Bonds as described in the Sale Certificate shall be credited to the special and separate account hereby created and to be known as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025, Project Fund." Except as otherwise provided herein, the moneys in the Project Fund shall be used solely for the purpose of paying the Costs of the Project and for the purposes set forth in Section 502 hereof. On the date of delivery of the Bonds, the Town shall pay from the net proceeds of the Bonds the premiums payable to the Insurer for its Insurance Policy and to the Surety Provider for its Reserve Fund Insurance Policy, if any.

Section 502. Payment of Expenses. Moneys deposited in the Project Fund pursuant to Section 501 hereof may be used and paid out by the Town to defray the administrative costs of the Project, including, without limitation, amounts to be paid to the Paying Agent, legal fees, accounting fees, financial advisory fees, printing costs and rating fees. The Town may defray any such administrative costs from time to time as Operation and Maintenance Expenses to the extent the moneys deposited in the Project Fund pursuant to Section 501 hereof are insufficient therefor.

Section 503. Completion of Project. When the Project is completed in accordance with the relevant plans and specifications and all amounts due therefor, including all proper incidental expenses and all administrative costs of the Project referred to in Section 502 hereof, are paid, or for which full provision is made, the Finance Director, to the extent permitted by the Tax Compliance Certificate, shall cause all surplus moneys remaining in the Project Fund, if any, except for any moneys designated in the certificate to be retained to pay any unpaid accrued costs or contingent obligations, to be transferred as follows: (a) to the Rebate Fund so as to enable the Town to comply with requirements of the Tax Compliance Certificate with respect to the Bonds, (b) to the Reserve Fund to such extent as shall not cause the amount in the Reserve Fund to exceed the Reserve Fund Requirement and (c) to the Bond Fund to the extent of any remaining balance of such moneys to be applied against the next principal payment or payments coming due on the Bonds. Nothing herein prevents the transfer from the Project Fund to the Bond Fund, at any time prior to the termination of the Project Fund, of any moneys which the Director of Finance by certificate determines will not be necessary for the Project and will not be designated to be transferred to the Rebate Fund.

Section 504. Lien on Bond Proceeds. Until the proceeds of the Bonds deposited in the Project Fund are applied as herein provided, such Bond proceeds are subject to a lien thereon and pledge thereof for the benefit of the Owners of the Outstanding Bonds as provided in Section 501 hereof.

Section 505. Purchaser Not Responsible. The validity of the Bonds is not dependent upon nor affected by the validity or regularity of any proceedings relating to the application of the Bond proceeds. The Purchaser and any subsequent Owners of any of the Bonds are not responsible for the application or disposal by the Town or by any of its officers, agents and employees of the moneys derived from the sale of the Bonds or of any other moneys herein designated.

ARTICLE VI

ADMINISTRATION OF AND ACCOUNTING FOR PLEDGED REVENUES

Section 601. Pledge Securing Bonds. Subject only to the right of the Town to cause amounts to be withdrawn and paid on account of Operation and Maintenance Expenses of the System, the Gross Pledged Revenues and, subject to the right of the Town to cause amounts to be withdrawn to pay the Cost of the Project as provided herein and other than moneys and securities held in the Rebate Fund to the extent such amounts are required to be paid to the United States, all moneys and securities paid or to be paid to or held or to be held in any account under this Article or under Section 501 hereof are hereby pledged to secure the payment of the Bond Requirements of the Outstanding Bonds and to secure the obligations of the Town to pay Policy Costs. The pledge of the Net Pledged Revenues to secure the payment of the Bond Requirements of the Outstanding Bonds and any Parity Bonds is on a parity with the pledge of the Net Pledged Revenues for, and lien thereon of the Parity Bonds heretofore issued and any other Parity Bonds hereafter issued in compliance with the provisions of Article VIII hereof. The pledge of the Net Pledged Revenues to secure the payment of the Policy Costs is subordinate only to the pledge to pay the Bond Requirements with respect to the Bonds and any Parity Bonds. This pledge shall be valid and binding from and after the date of the delivery of the Bonds, and the moneys as received by the Town and hereby pledged shall immediately be subject to the lien of this pledge without any physical delivery thereof, any filing, or further act. The lien of this pledge and the obligation to perform the contractual provisions hereby made shall have priority over any or all other obligations and liabilities of the Town except any Outstanding Parity Bonds heretofore or hereafter authorized and any Policy Costs as provided herein. The lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town (except as herein otherwise provided) irrespective of whether such parties have notice thereof.

Section 602. Income Fund Deposits. So long as any of the Bonds shall be Outstanding, as to any Bond Requirements related to the Bonds, the entire Gross Pledged Revenues, upon their receipt from time to time by the Town, shall be set aside and credited immediately to the special and separate account previously created and continued herein known as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Gross Income Fund."

Section 603. Administration of Income Fund. So long as any of the Bonds shall be Outstanding, as to any Bond Requirements related to the Bonds, the following payments shall be made from the Income Fund, as provided in Sections 604 through 611 hereof.

Section 604. Operation and Maintenance Expenses. First, as a first charge on the Income Fund, from time to time there shall continue to be held therein moneys sufficient to pay Operation and Maintenance Expenses, as they become due and payable, and thereupon they shall be promptly paid. Any surplus remaining in the Income Fund at the end of the Fiscal Year and not needed for Operation and Maintenance Expenses shall be used for other purposes of the Income Fund as herein provided.

Section 605. Bond Fund Payments. Second, from any remaining Net Pledged Revenues, there shall be credited, concurrently with amounts required to meet the Bond Requirements for any Outstanding Parity Bonds heretofore or hereafter issued, to the special and separate account hereby created and to be known as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025, Bond Fund" the following amounts:

A. Interest Payments. Monthly to the Bond Fund, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month six months next prior to the first interest payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the interest due and payable on the Outstanding Bonds on the next succeeding interest payment date.

B. Principal Payments. Monthly to the Bond Fund, commencing on the first day of the month immediately succeeding the delivery of any of the Bonds, or commencing on the first day of the month one year next prior to the first principal payment date of any of the Bonds, whichever commencement date is later, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the principal and redemption premium, if any, due and payable on the Outstanding Bonds on the next succeeding principal payment date.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in paragraph A or B (whichever is applicable) of this Section 605 may be appropriately reduced; but the required annual amounts again shall be so credited to such account commencing on such interest payment date or principal payment date.

The moneys credited to the Bond Fund shall be used to pay the Bond Requirements of the Bonds then Outstanding, as such Bond Requirements become due, except as provided in Sections 607 and 1201 hereof. No interest or principal shall be paid on any Bonds owned by or on behalf of the Town.

Section 606. Reserve Fund Payments. Upon delivery of the Bonds, the Reserve Fund, if any, shall be funded as provided in the Sale Certificate. Any such Reserve Fund

Requirement shall be funded by a deposit in the special and separate account hereby created and to be known as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025, Reserve Fund" in satisfaction of the Reserve Fund Requirement. If the Reserve Fund is funded by the issuance of a Reserve Fund Insurance Policy, such Reserve Fund Insurance Policy shall be held by the Paying Agent. Any Reserve Fund Insurance Policy deposited to the credit of the Reserve Fund shall be valued at the amount available to be drawn or otherwise paid pursuant to such Policy at the time of calculation. The Paying Agent shall maintain adequate records as to the amount available to be drawn at any time under the Reserve Fund Insurance Policy and as to the amounts of Policy Costs paid and owing to the Surety Provider. Such records shall be open to inspection and verification by the Surety Provider during business hours of the Paying Agent.

Thereafter, thirdly, except as provided in Section 607 and 608 hereof, and concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any reserve funds (including any operation and maintenance reserve funds) which may be, but are not required to be, established thereby and concurrently with any repayment or similar obligations payable to any surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds, from any moneys remaining in the Income Fund there shall be credited to the Reserve Fund monthly, commencing on the first day of the month next succeeding each date on which the moneys accounted for in the Reserve Fund for any reason are less than the Reserve Fund Requirement, such amounts in substantially equal monthly payments on the first day of each month to reaccumulate the Reserve Fund Requirement by not more than 12 such monthly payments. If a Reserve Fund Insurance Policy is on deposit in the Reserve Fund to fund all or a part of the Reserve Fund Requirement, the amounts payable into the Reserve Fund pursuant to the immediately preceding sentence shall be paid by the Town first to the Surety Provider to reimburse it for Policy Costs due and owing and second to replenish cash in the Reserve Fund. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph, available Net Pledged Revenues shall be credited or paid to the Reserve Fund and to reserve funds which may be established by any Parity Bond Ordinances (or to the Surety Provider or any other surety provider issuing any reserve fund insurance policy with respect to any Parity Bonds) pro rata, based upon the aggregate principal amount of the Bonds and any such Parity Bonds then Outstanding; provided, however, that compliance with the provisions of this sentence shall not cure any Event of Default caused by non-compliance with the first sentence of this paragraph. If there are insufficient Net Pledged Revenues to comply with the requirements of the first sentence of this paragraph and more than one Reserve Fund Insurance Policy is on deposit in the Reserve Fund, available Net Pledged Revenues credited to or paid to the Reserve Fund shall be applied to reimburse the Surety Provider and any other surety provider providing a Reserve Fund Insurance Policy pro rata, based upon the original amount available to be drawn on each. The Reserve Fund Requirement shall be accumulated and, if necessary, reaccumulated from time to time, in the Reserve Fund from Net Pledged Revenues, except to the extent other moneys are credited to the Reserve Fund, and maintained as a continuing reserve to be used, except as hereinafter provided in Sections 607, 608, 704 and 1201 hereof, only to prevent deficiencies in the payment of the Bond Requirements of the Bonds Outstanding from time to time from the failure to deposit into the Bond Fund sufficient moneys to pay such Bond Requirements as the same accrue and become due. No payment need be made into the Reserve Fund at any time so long as the

moneys and/or the Reserve Fund Insurance Policy therein equal not less than the Reserve Fund Requirement and there are no Policy Costs due and owing. Unless otherwise provided in the Sale Certificate, the Reserve Fund Requirement shall be re-calculated upon (i) any principal payment, whether at stated maturity or upon redemption, or (ii) the defeasance of all or a portion of the Bonds.

The Town may at any time substitute (a) cash or Investment Securities for a Reserve Fund Insurance Policy or (b) a Reserve Fund Insurance Policy for cash or Investment Securities, so long as the amount on deposit in the Reserve Fund after such substitution is at least equal to the Reserve Fund Requirement. Notwithstanding the foregoing, no Reserve Fund Insurance Policy shall be deposited by the Town in the Reserve Fund for such substitution unless the Town has received an opinion of Bond Counsel to the effect that such substitution and the intended use by the Town of the cash or Investment Securities to be released from the Reserve Fund will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds.

Section 607. Termination of Deposits. No payment need be made into the Bond Fund or the Reserve Fund if there are no Policy Costs due and owing and if the amount in the Bond Fund and the amount in the Reserve Fund (exclusive of the amount available under a Reserve Fund Insurance Policy) total a sum at least sufficient so that all Bonds Outstanding are deemed to have been paid pursuant to Section 1201 hereof, in which case moneys therein (taking into account the known minimum gain from any investment of such moneys in Investment Securities from the time of any such investment or deposit shall be needed for such payment which will not be designated for transfer to the Rebate Fund) shall be used (together with any such gain from such investments) solely to pay the Bond Requirements of the Outstanding Bonds as the same become due; and any moneys in excess thereof in those two accounts and any other moneys derived from the Net Pledged Revenues or otherwise pertaining to the System may be used to make required payments into the Rebate Fund or in any other lawful manner determined by the Council.

Section 608. Defraying Delinquencies. If at any time the Town shall for any reason fail to pay into the Bond Fund the full amount above stipulated from the Net Pledged Revenues, then an amount shall be paid into the Bond Fund at such time from the Reserve Fund equal to the difference between that paid from the Net Pledged Revenues and the full amount so stipulated. The Town shall use all cash in the Reserve Fund before drawing on a Reserve Fund Insurance Policy. If the Paying Agent determines that it is necessary to draw on the Reserve Fund Insurance Policy, the Paying Agent shall present a demand for payment, in the form and manner required by the Reserve Fund Insurance Policy, at least two days before funds are needed. If there is more than one Reserve Fund Insurance Policy on deposit in the Reserve Fund, the Paying Agent shall draw on them on a pro rata basis, based upon the amount available to be drawn on each.

Any money so used or drawn shall be replaced as provided in Section 606 hereof from the first Net Pledged Revenues thereafter received and not required to be otherwise applied by this Article. Except as provided in Section 606 hereof, the moneys in the Bond Fund and in the Reserve Fund (including any Reserve Fund Insurance Policy) shall be used solely and only

for the purpose of paying the Bond Requirements of the Bonds from time to time. If moneys in the Reserve Fund are in excess of the Reserve Fund Requirement at any time, such excess may be transferred by the Town to the Rebate Fund or the Bond Fund.

Section 609. Rebate Fund. Fourth, concurrently with any payments required to be made pursuant to any Parity Bond Ordinances with respect to any rebate funds established thereby, there shall be deposited into the special and separate account hereby created and to be known as the "Town of Castle Rock, Colorado, Water and Sewer Enterprise Revenue Bonds, Series 2025, Rebate Fund" moneys in the amounts and at the times specified in the Tax Compliance Certificate so as to enable the Town to comply with Section 930 hereof. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of this Ordinance to the extent that such amounts are required to be paid to the United States Treasury. The Town shall cause amounts on deposit in the Rebate Fund to be forwarded to the United States Treasury (at the address provided in the Tax Compliance Certificate) at the times and in the amounts set forth in the Tax Compliance Certificate.

If the moneys on deposit in the Rebate Fund are insufficient for the purposes thereof, the Town shall transfer moneys in the amount of the insufficiency to the Rebate Fund from the Project Fund and, to the extent permitted by Section 606 hereof, from the Reserve Fund and the Bond Fund. Upon receipt by the Town of an opinion of Bond Counsel to the effect that the amount in the Rebate Fund is in excess of the amount required to be contained therein, such excess may be transferred to the Income Fund.

Section 610. Payment of Additional Securities. Fifth, and subject to the provisions hereinabove in this Article, but subsequent to the payments required by Sections 605, 606 and 609 hereof, any moneys remaining in the Income Fund may be used by the Town for the payment of Bond Requirements of Subordinate Securities, including reasonable reserves for such Subordinate Securities and for rebate of amounts to the United States Treasury with respect to such Subordinate Securities.

Section 611. Use of Remaining Revenues. After the payments hereinabove required to be made by Sections 602 through 610 hereof are made, any remaining Net Pledged Revenues in the Income Fund shall be used, firstly, for any one or any combination of necessary purposes relating to the operation, improvement or debt management of the System and, secondly, to the extent of any remaining surplus, for any one or any combination of lawful purposes as the Council may from time to time conclusively determine.

ARTICLE VII

GENERAL ADMINISTRATION

Section 701. Administration of Accounts. The special accounts designated in Articles V and VI hereof shall be administered as provided in this Article (but not any account under Section 1201 hereof).

Section 702. Places and Times of Deposits. Except as hereinafter provided, each of such special accounts shall be maintained by the Town as a book account and kept separate from all other accounts as a trust account solely for the purposes herein designated therefor. The moneys accounted for in such special book accounts may be in one or more bank accounts in one or more Commercial Banks. Each such bank account shall be continuously secured to the fullest extent required or permitted by the laws of the State for the securing of public funds and shall be irrevocable and not withdrawable by anyone for any purpose other than the respective designated purposes. Each periodic payment shall be credited to the proper book account not later than the date therefor herein designated, except that when any such date shall not be a Business Day, then such payment shall be made on or before the next preceding Business Day. Moneys shall be deposited with the Paying Agent for the Bonds not less than three Business Days prior to each interest payment date and each maturity or mandatory Redemption Date in immediately available amounts sufficient to pay the Bond Requirements then becoming due on the Outstanding Bonds.

Section 703. Investment of Moneys. Any moneys in the Income Fund, the Bond Fund, the Project Fund, the Reserve Fund and the Rebate Fund and not needed for immediate use shall be invested or reinvested by the Finance Director in Investment Securities. All such investments shall (a) either be subject to redemption at any time at a fixed value by the holder thereof at the option of such holder, or (b) mature not later than the estimated date or respective dates on which the proceeds are to be expended as estimated by the Finance Director at the time of such investment or reinvestment; provided that (1) Investment Securities credited to the Reserve Fund shall not mature later than ten years from the date of such investment or reinvestment and (2) collateral securities of any Investment Securities may have a maturity of more than five years from the date of purchase thereof. For the purpose of any such investment or reinvestment, Investment Securities shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such obligations.

Section 704. Accounting for Investments. The Investment Securities so purchased as an investment or reinvestment of moneys in any such account hereunder shall be deemed at all times to be a part of the account. Any interest or other gain from any investments and reinvestments of moneys accounted for in the Income Fund, the Bond Fund and the Rebate Fund shall be credited to such Fund, and any loss resulting from any such investments or reinvestments of moneys accounted for in the Income Fund, the Bond Fund, the Reserve Fund and the Rebate Fund shall be charged or debited to such Fund. Any interest or other gain from any investment or reinvestment of moneys accounted for in the Reserve Fund (a) shall be credited to the Rebate Fund or the Bond Fund, at the discretion of the Finance Director, if the

amount credited to the Reserve Fund immediately after such credit to the Rebate Fund or the Bond Fund is not less than the Reserve Fund Requirement and (b) if the amount credited to the Reserve Fund is less than the Reserve Fund Requirement, shall be credited to the Reserve Fund (up to the amount of the deficiency). No loss or profit in any account on any investments or reinvestments in Investment Securities shall be deemed to take place as a result of market fluctuations of the Investment Securities prior to the sale or maturity thereof. In the computation of the amount in any account for any purpose hereunder, except as herein otherwise expressly provided or for rebate purposes, as described in the Tax Compliance Certificate, Investment Securities shall be valued at the cost thereof (including any amount paid as accrued interest at the time of purchase of the obligation); provided that any time or demand deposits shall be valued at the amounts deposited, in each case exclusive of any accrued interest or any other gain to the Town until such gain is realized by the presentation of matured coupons for payment or otherwise.

Section 705. Redemption or Sale of Investment Securities. The Finance Director shall present for redemption or sale on the prevailing market at the best price obtainable any Investment Securities so purchased as an investment or reinvestment of moneys in the account whenever it shall be necessary in order to provide moneys to meet any withdrawal, payment or transfer from such account. Neither the Finance Director or any other officer or employee of the Town shall be liable or responsible for any loss resulting from any such investment or reinvestment made in accordance with this Ordinance.

Section 706. Character of Funds. The moneys in any account designated in Articles V and VI hereof shall consist either of lawful money of the United States or Investment Securities, or both such money and such Investment Securities. Moneys deposited in a demand or time deposit account in a bank or savings and loan association, appropriately secured according to the laws of the State, shall be deemed lawful money of the United States.

Section 707. Payment of Bond Requirements. The moneys credited to any fund or account designated in Article VI hereof for the payment of the Bond Requirements of any Bonds shall be used without requisition, voucher, warrant, further order or authority (other than is contained herein), or any other preliminaries, to pay promptly the Bond Requirements of any Bonds payable from such fund or account as such amounts are due, except to the extent any other moneys are available therefor.

ARTICLE VIII

SECURITIES LIENS AND ADDITIONAL SECURITIES

Section 801. Lien Status. The Bonds constitute an irrevocable lien (but not necessarily an exclusive such lien) upon the Net Pledged Revenues on a parity with the lien of the Net Pledged Revenues of the Parity Bonds. The Policy Costs constitute an irrevocable and subordinate lien (but not necessarily an exclusive subordinate lien) upon the Net Pledged Revenues.

Section 802. Equality of Bonds. The Bonds and any Parity Bonds heretofore issued or hereafter authorized to be issued and from time to time Outstanding are equitably and ratably secured by a lien on the Net Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Net Pledged Revenues regardless of the time or times of the issuance of the Bonds and any other such Parity Bonds, it being the intention of the Council that there shall be no priority among the Bonds and any such Parity Bonds regardless of the fact that they may be actually issued and delivered at different times, except that (a) moneys in the Bond Fund and Reserve Fund shall secure only the Bonds and the moneys in any acquisition, bond, reserve or similar funds established for other Parity Bonds shall secure only such Parity Bonds and (b) other Parity Bonds may have a lien on Net Pledged Revenues on a parity with lien thereon of the Bonds even if no reserve fund is established for such Parity Bonds or a reserve fund is established but with a different requirement as to the amount of moneys (or the value of a reserve fund insurance policy with respect to such Parity Bonds) required to be on deposit therein or the manner in which such reserve fund is funded or the period of time over which such reserve fund is funded or additional or separate revenues are also pledged to such Parity Bonds.

Section 803. Issuance of Parity Bonds. Nothing herein prevents the issuance by the Town of additional securities payable from the Net Pledged Revenues and constituting a lien thereon on a parity with, but not prior nor superior to, the lien thereon of the Bonds; but before any such additional Parity Bonds, except as provided in Section 808 hereof, are authorized or actually issued:

A. Absence of Default. At the time of the adoption of the ordinance authorizing the issuance of the additional securities, the Town shall not be in default in making any payments required by Article VI hereof, including any payments of Policy Costs.

B. Historic Earnings Test. The Net Pledged Revenues derived in any consecutive twelve month period within the eighteen months immediately preceding the date of issuance of the additional Parity Bonds shall be not less than 120% of the Combined Maximum Principal and Interest Requirements of the Outstanding Bonds, any Outstanding Parity Bonds and the Parity Bonds proposed to be issued and 100% of the Policy Costs then due and owing, if any, except as hereinafter otherwise expressly provided.

C. Adjustment of Gross Pledged Revenues. In any computation under paragraph B of this Section, the amount of the Gross Pledged Revenues for the applicable period shall be decreased and may be increased by the amount of loss or gain conservatively estimated by an Independent Accountant, Independent Engineer or the Finance Director, as the case may be, which results from any changes which became effective not less than 60 days prior to the last day of the period for which Gross Pledged Revenues are determined in any schedule of fees, rates and other charges constituting Gross Pledged Revenues based on the number of users during the applicable period as if such modified schedule of fees, rates and other charges shall have been in effect during such entire time period. However, the Gross Pledged Revenues need not be decreased by the amount of any such estimated loss to the extent the Independent Accountant, the Independent Engineer or the Finance Director estimates the loss is temporary in nature or will be offset within a reasonable temporary period by an increase in revenues or a reduction in Operation and Maintenance Expenses not otherwise included in the calculations under this Section, and estimates any loss under this sentence will not at any time materially and adversely affect the Town's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

D. Reduction of Annual Requirements. The respective annual Bond Requirements (including as such a requirement the amount of any prior redemption premiums due on any Redemption Date) shall be reduced to the extent such Bond Requirements are scheduled to be paid in each of the respective Fiscal Years with moneys held in trust or in escrow for that purpose by any Trust Bank, including the known minimum yield from any investment in Federal Securities and any bank deposits, including any certificate of deposit.

E. Consideration of Additional Expenses. In determining whether or not additional Parity Bonds may be issued as aforesaid, consideration shall be given to any probable increase (but not reduction) in the Operation and Maintenance Expenses of the System as estimated by the Finance Director that will result from the expenditure of the funds proposed to be derived from the issuance and sale of the additional securities; but the Finance Director may reduce any such increase in Operation and Maintenance Expenses by the amount of any increase in revenues or any reduction in Operation and Maintenance Expenses resulting from the Capital Improvements to which such expenditure relates and not otherwise included in the calculations under this Section, if the Finance Director also opines that any such reduction in any such increase in Operation and Maintenance Expenses will not materially and adversely affect the Town's apparent ability to comply with the rate maintenance covenant stated in Section 921 hereof without modification because of any restrictive legislation, regulation or other action under the police power exercised by any governmental body.

Section 804. Certification of Revenues. A written certificate or written opinion by the Finance Director under Section 803 B that such annual revenues, when adjusted as hereinabove provided in paragraphs C, D, and E of Section 803 hereof, are sufficient to pay such amounts, as provided in paragraph B of Section 803 hereof, shall be conclusively presumed to be accurate in determining the right of the Town to authorize, issue, sell and deliver additional securities on a parity with the Bonds.

Section 805. Subordinate Securities Permitted. Nothing herein prevents the Town from issuing additional securities payable from the Net Pledged Revenues and having a lien thereon subordinate, inferior and junior to the lien thereon of the Bonds.

Section 806. Superior Securities Prohibited. Nothing herein permits the Town to issue additional securities payable from the Net Pledged Revenues and having a lien thereon prior and superior to the lien thereon of the Bonds.

Section 807. Use of Proceeds. The proceeds of any additional Parity Bonds or other securities payable from any Net Pledged Revenues shall be used only to finance Capital Improvements or to refund all or a portion of the Bonds, Parity Bonds or other securities payable from Net Pledged Revenues, regardless of the priority or the lien of such securities on Net Pledged Revenues.

Section 808. Issuance of Refunding Securities. The Town may issue any refunding securities payable from Net Pledged Revenues to refund any Outstanding Bonds, Parity Bonds or any subordinate securities heretofore or hereafter issued, with such details as the Council may by ordinance provide so long as there is no impairment of any contractual obligation imposed upon the Town by any proceedings authorizing the issuance of any unrefunded portion of such Outstanding securities of any one or more issues; but so long as the Bonds, or any part thereof, are Outstanding, refunding securities payable from Net Pledged Revenues may be issued on a parity with the unrefunded Bonds only if:

A. Prior Consent. The Town first receives the consent of the Owner or Owners of the unrefunded portion of the Bonds and any Parity Bonds; or

B. Requirements Not Increased. The Combined Maximum Annual Principal and Interest Requirements for the Bonds and Parity Bonds Outstanding immediately after the issuance of the refunding securities is not greater than the Combined Maximum Annual Principal and Interest Requirements for all Bonds and Parity Bonds Outstanding immediately prior to the issuance of the refunding securities and the lien of any refunding Parity Bonds on the Net Pledged Revenues is not raised to a higher priority than the lien thereon of any securities thereby refunded; or

C. Earnings Test. The refunding securities are issued in compliance with Section 803 B hereof.

ARTICLE IX

PROTECTIVE COVENANTS

Section 901. General. The Town hereby covenants and agrees with the Owners of the Bonds and makes provisions which shall be a part of its contract with such Owners to the effect and with the purpose set forth in the following Sections of this Article.

Section 902. Performance of Duties. The Town, acting by and through the Council or otherwise, shall faithfully and punctually perform, or cause to be performed, all duties with respect to the Gross Pledged Revenues and the System required by the Constitution and laws of the State and the Charter and various ordinances of the Town, including, without limitation, the making and collection of reasonable and sufficient fees, rates and other charges for services rendered or furnished by or the use of the System, as herein provided, and the proper segregation of the proceeds of the Bonds and of any securities hereafter authorized and the Gross Pledged Revenues and their application from time to time to the respective accounts provided therefor.

Section 903. Contractual Obligations. The Town shall perform all contractual obligations undertaken by it under any agreements relating to the Bonds, the Gross Pledged Revenues, the Project, or the System, or any combination thereof, with any other Persons.

Section 904. Further Assurances. At any and all times the Town shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, the Gross Pledged Revenues and other moneys and accounts hereby pledged or assigned, or intended so to be, or which the Town may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Ordinance and to comply with any instrument of the Town amendatory thereof, or supplemental thereto and the Charter. The Town, acting by and through the Council, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Gross Pledged Revenues and other moneys and accounts pledged hereunder and all the rights of every Owner of any Bond hereunder against all claims and demands of all Persons whomsoever.

Section 905. Conditions Precedent. Upon the date of issuance of the Bonds, all conditions, acts and things required by the Federal or State Constitution, the Charter of the Town, the Supplemental Public Securities Act and this Ordinance, or any other applicable law, to exist, to have happened and to have been performed precedent to or in the issuance of the Bonds shall exist, have happened, and have been performed; and the Bonds, together with all other obligations of the Town, shall not contravene any debt or other limitation prescribed by the State Constitution or the Charter of the Town.

Section 906. Efficient Operation and Maintenance. The Town shall at all times operate the System properly and in a sound and economical manner; and the Town shall

maintain, preserve and keep the same properly or cause the same so to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted. All salaries, fees, wages and other compensation paid by the Town in connection with the maintenance, repair and operation of the System shall be reasonable and proper.

Section 907. Rules, Regulations and Other Details. The Town, acting by and through the Council, shall establish and enforce reasonable rules and regulations governing the operation, use and services of the System. The Town shall observe and perform all of the terms and conditions contained in this Ordinance and the Charter, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System or to the Town.

Section 908. Payment of Governmental Charges. The Town shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the System, or upon any part thereof, or upon any portion of the Gross Pledged Revenues, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the System or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Town shall not create or suffer to be created any lien upon the System, or any part thereof, or upon the Gross Pledged Revenues, except the pledge and lien created by this Ordinance for the payment of the Bond Requirements of the Bonds and except as herein otherwise permitted. The Town shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 60 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System, or any part thereof, or the Gross Pledged Revenues; but nothing herein requires the Town to pay or cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 909. Protection of Security. The Town, the officers, agents and employees of the Town, and the Council shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bond Requirements of the Bonds and any other securities payable from the Net Pledged Revenues or any Policy Costs relating thereto according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any Owner of any Bond or other security payable from Net Pledged Revenues or any Policy Costs relating thereto might be prejudicially and materially impaired or diminished.

Section 910. Prompt Payment of Bonds. The Town shall promptly pay the Bond Requirements of the Bonds at the places, on the dates and in the manner specified herein and in the Bonds according to the true intent and meaning hereof.

Section 911. Use of Bond and Reserve Funds. The Bond Fund and the Reserve Fund shall be used solely and only and the moneys credited to such accounts are hereby pledged for the purpose of paying the Bond Requirements of the Bonds to their respective maturities or any Redemption Date or Dates, subject to the provisions of Sections 606, 607, 608, 704 and 1201 hereof.

Section 912. Other Liens. Other than as provided herein, there are no liens or encumbrances of any nature whatsoever on or against the System, or any part thereof, or on or against the Gross Pledged Revenues on a parity with or superior to the lien thereon of the Bonds.

Section 913. Corporate Existence. The Town shall maintain its corporate identity and existence so long as any of the Bonds remain Outstanding, unless another body corporate and politic by operation of law succeeds to the powers, privileges, rights, liabilities, disabilities, duties and immunities of the Town and is obligated by law to operate and maintain the System and to fix and collect the Gross Pledged Revenues as herein provided without adversely and materially affecting at any time the privileges and rights of any Owner of any Outstanding Bond.

Section 914. Disposal of System Prohibited. Except for the use of the System and services pertaining thereto in the normal course of business, or as provided in Section 915 hereof, neither all nor a substantial part of the System shall be sold, leased, mortgaged, pledged, encumbered, alienated or otherwise disposed of, until all the Bonds have been paid in full, as to all Bond Requirements, or unless provision has been made therefor, or until the Bonds have otherwise been redeemed, including, without limitation, the termination of the pledge as herein authorized; and the Town shall not dispose of its title to the System or to any useful part thereof, including any property necessary to the operation and use of the System and the lands and interests in lands comprising the sites of the System, except as provided in Section 915 hereof.

Section 915. Disposal of Unnecessary Property. The Town at any time and from time to time may sell, exchange, lease or otherwise dispose of any property constituting a part of the System and not useful in the construction, reconstruction or operation thereof, or which shall cease to be necessary for the efficient operation of the System, or which shall have been replaced by other property of at least equal value. Any proceeds of any such sale, exchange or other disposition received and not used to replace such property so sold or so exchanged or otherwise so disposed of, shall be deposited by the Town in the Income Fund or into a special book account for the betterment, enlargement, extension, other improvement and equipment of the System, or any combination thereof, as the Council may determine, provided that any proceeds of any such lease received shall be deposited by the Town as Gross Pledged Revenues in the Income Fund.

Section 916. Competing System. So long as any of the Bonds are Outstanding, the Town shall not grant any franchise or license to any competing facilities so that the Gross Pledged Revenues shall not be sufficient to satisfy the covenant in Section 921 hereof.

Section 917. Loss From Condemnation. If any part of the System is taken by the exercise of the power of eminent domain, the amount of any award received by the Town as

a result of such taking shall be paid into the Income Fund or into a capital improvement account pertaining to the System for the purposes thereof, or, applied to the redemption of the Outstanding Bonds and any Outstanding Parity Bonds relating thereto, all as the Town may determine.

Section 918. Employment of Management Engineers. If the Town defaults in paying the Bond Requirements of the Bonds, any Parity Bonds, and any other securities or Policy Costs relating thereto payable from the Gross Pledged Revenues promptly as the same fall due, or in the keeping of any covenants herein contained, and if such default continues for a period of 60 days, or if the Net Pledged Revenues in any Fiscal Year fail to equal at least the amount of the Bond Requirements of the Outstanding Bonds, Parity Bonds, and any other securities (including all reserves therefor specified in the authorizing proceedings, including, without limitation, this Ordinance) or Policy Costs relating thereto payable from the Net Pledged Revenues in that Fiscal Year, the Town shall retain a firm of competent management engineers skilled in the operation of such facilities to assist the management of the System so long as such default continues or so long as the Net Pledged Revenues are less than the amount hereinabove designated in this Section.

Section 919. Budgets. The Council and officials of the Town shall annually and at such other times as may be provided by law prepare and adopt a budget pertaining to the System.

Section 920. Reasonable and Adequate Charges. While the Bonds remain Outstanding and unpaid, the fees, rates and other charges due to the Town for the use of or otherwise pertaining to and services rendered by the System to the Town, to its inhabitants and to all other users within and without the boundaries of the Town shall be reasonable and just, taking into account and consideration public interests and needs, the cost and value of the System, the Operation and Maintenance Expenses thereof, and the amounts necessary to meet the Bond Requirements of all Bonds, the Parity Bonds, and any other securities payable from the Net Pledged Revenues, including, without limitation, reserves and any replacement accounts therefor.

Section 921. Adequacy and Applicability of Charges. There shall be charged against users of service pertaining to and users of the System, including the Town, except as provided by Section 922 hereof, such fees, rates and other charges so that the Gross Pledged Revenues shall be adequate to meet the requirements of this and the preceding Sections hereof. Such charges pertaining to the System shall be at least sufficient so that the Gross Pledged Revenues annually are sufficient to pay in each Fiscal Year:

A. Operation and Maintenance Expenses. An amount equal to the annual Operation and Maintenance Expenses for such Fiscal Year,

B. Principal and Interest. An amount equal to 120% of both the principal and interest on the Bonds and any Parity Bonds then Outstanding payable from the Net Pledged Revenues in that Fiscal Year (excluding the reserves therefor); and

C. Deficiencies. Any amounts required to pay all Policy Costs, if any, due and owing and all sums, if any, due and owing to meet then existing deficiencies pertaining to any fund or account relating to the Gross Pledged Revenues or any securities payable therefrom.

Section 922. Limitations Upon Free Service. No free service or facilities shall be furnished by the System, except as hereinafter provided. If the Town elects to use for municipal purposes any water, water facilities, sanitary sewer facilities, or other services and facilities provided by the System or otherwise to use the System or any part thereof, any such use will be paid for from the Town's general fund or from other available revenues other than Gross Pledged Revenues at the reasonable value of the use so made; provided that the Town need not pay for any such use by the Town of any facilities of the water and sanitary sewer system for fire protection purposes. All the income so derived from the Town shall be deemed to be income derived from the operation of the System, to be used and to be accounted for in the same manner as any other income derived from the operation of the System. Nothing in this Ordinance prohibits the Town from waiving any tap fee or development fee imposed as a condition for a user to connect to the System, so long as the user is a governmental body.

Section 923. Levy of Charges. The Town shall forthwith and in any event prior to the delivery of any of the Bonds, fix, establish and levy the fees, rates and other charges which are required by Section 921 of this Ordinance, if such action is necessary therefor. No reduction in any initial or existing rate schedule for the System may be made:

A. Proper Application. Unless the Town has fully complied with the provisions of Article VI of this Ordinance for at least the full Fiscal Year immediately preceding such reduction of the initial or any other existing rate schedule; and

B. Sufficient Revenues. Unless the audit required by the Independent Accountant by Section 927 hereof for the full Fiscal Year immediately preceding such reduction discloses that the estimated revenues resulting from the proposed rate schedule for the System, after the schedule's proposed reduction, shall be at least sufficient to produce the amounts required by Section 921 hereof.

Section 924. Collection of Charges. The Town shall cause all fees, rates and other charges pertaining to the System to be collected as soon as is reasonable, shall reasonably prescribe and enforce rules and regulations or impose contractual obligations for the payment of such charges, and for the use of the System, and shall provide methods of collection and penalties, to the end that the Gross Pledged Revenues shall be adequate to meet the requirements of this Ordinance and any other ordinance supplemental thereto.

Section 925. Procedure for Collecting Charges. All bills for water services or facilities, sanitary sewer services and all other services or facilities furnished or served by or through the System shall be rendered to customers on a regularly established basis. The fees, rates and other charges due shall be collected in a lawful manner, including, without limitation, discontinuance of service.

Section 926. Maintenance of Records. So long as any of the Bonds and any other Parity Bonds payable from the Gross Pledged Revenues remain Outstanding, proper books of record and account shall be kept by the Town, separate and apart from all other records and accounts.

Section 927. Audits Required. The Town, within 60 days following the close of each Fiscal Year, shall order an audit for the Fiscal Year of such books and accounts to be made forthwith by an Independent Accountant, and order an audit report showing the receipts and disbursements for each account pertaining to the System and the Gross Pledged Revenues.

Section 928. Accounting Principles. System records and accounts, and audits thereof, shall be currently kept and made, as nearly as practicable, in accordance with the then generally accepted accounting principles, methods and terminology followed and construed for utility operations comparable to the System, except as may be otherwise provided herein or required by applicable law or regulation or by contractual obligation existing on the effective date of this Ordinance.

Section 929. Insurance and Reconstruction. Except to the extent of any self-insurance, the Town shall at all times maintain with responsible insurers fire and extended coverage insurance, worker's compensation insurance, public liability insurance and all such other insurance as is customarily maintained with respect to utilities of like character against loss of or damage to the System and against loss of revenues and against public and other liability to the extent reasonably necessary to protect the interests of the Town and of each Owner of a Bond. If any useful part of the System shall be damaged or destroyed, the Town shall, as expeditiously as may be possible, commence and diligently proceed with the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the Town and (except for proceeds of any use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and to the extent not so applied shall (together with the proceeds of any such use and occupancy insurance) be deposited in the Income Fund by the Town as revenues derived from the operation of the System. If the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for the payment of the same, moneys in the Income Fund shall be used to the extent necessary for such purposes, as permitted by Section 611 hereof.

Section 930. Federal Income Tax Exemption. The Town covenants for the benefit of the Owners of the Bonds at any time Outstanding that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any other funds of the Town or any facilities financed or refinanced with the proceeds of the Bonds if such action or omission (i) would cause the interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent that such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Tax Code) for the purpose of computing the alternative minimum tax imposed on corporations, or (iii) would cause interest on the Bonds to lose its exclusion from Colorado taxable income or Colorado alternative minimum taxable income under present State

law. In furtherance of this covenant, the Town agrees to comply with the procedures set forth in the Tax Compliance Certificate with respect to the Bonds. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the Bonds until the date on which all obligations of the Town in fulfilling the above covenant under the Tax Code and Colorado law have been met.

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Section 931. Continuing Disclosure. The Town shall comply with the provisions of the Continuing Disclosure Certificate. Any failure by the Town to perform in accordance with this Section shall not constitute an Event of Default under this Ordinance, and the rights and remedies provided by this Ordinance upon the occurrence of an Event of Default shall not apply to any such failure. The Paying Agent shall not have any power or duty to enforce this Section. No Owner of a Bond shall be entitled to damages for the Town's non-compliance with its obligations under this Section.

ARTICLE X

PRIVILEGES, RIGHTS AND REMEDIES

Section 1001. Owners' Remedies. Each Owner of any Bond shall be entitled to all of the privileges, rights and remedies provided or permitted in the Charter and this Ordinance, and as otherwise provided or permitted by law or in equity or by any statutes, except as provided in Sections 202 through 206 hereof, but subject to the provisions herein concerning the pledge of and the covenants and the other contractual provisions concerning the Gross Pledged Revenues and the proceeds of the Bonds.

Section 1002. Right to Enforce Payment. Nothing in this Article affects or impairs the right of any Owner of any Bond to enforce the payment of the Bond Requirements due in connection with his or her Bond or the obligation of the Town to pay the Bond Requirements of each Bond to the Owner thereof at the time and the place expressed in the Bond.

Section 1003. Events of Default. Each of the following events is hereby declared an "Event of Default," provided however, that in determining whether a payment default has occurred pursuant to paragraphs A or B of this Section, no effect shall be given to payments made under the Insurance Policy:

A. Nonpayment of Principal. Payment of the principal of any of the Bonds is not made when the same becomes due and payable, either at maturity or by proceedings for prior redemption, or otherwise;

B. Nonpayment of Interest. Payment of any installment of interest on any of the Bonds is not made when the same becomes due and payable;

C. Cross Defaults. The occurrence and continuance of an "event of default," as defined in any Parity Bond Ordinance;

D. Failure to Reconstruct. The Town unreasonably delays or fails to carry out with reasonable dispatch the reconstruction of any part of the System which is destroyed or damaged and is not promptly repaired or replaced (whether such failure promptly to repair the same is due to impracticability of such repair or replacement or is due to a lack of moneys therefor or for any other reason), but it shall not be an Event of Default if such reconstruction is not essential to the efficient operation of the System;

E. Appointment of Receiver. An order or decree is entered by a court of competent jurisdiction with the consent or acquiescence of the Town appointing a receiver or receivers for the System or for the Gross Pledged Revenues and any other moneys subject to the lien to secure the payment of the Bonds, or if an order or decree having been entered without the consent or acquiescence of the Town is not vacated or discharged or stayed on appeal within 60 days after entry; and

F. Default Under Insurance Agreement. If an event of default shall have occurred and be continuing under the provisions of the Insurance Agreement; and

G. Default of Any Provision. The Town defaults in the due and punctual performance of any other of the representations, covenants, conditions, agreements and other provisions contained in the Bonds or in this Ordinance on its part to be performed (other than Section 931 hereof), and such default continues for 60 days after written notice specifying such default and requiring the same to be remedied is given to the Town and the Insurer specifying the failure and requiring that it be remedied, which notice may be given by the Paying Agent in its discretion and shall be given by the Paying Agent at the written request of the Owners of not less than 25 percent in aggregate principal amount of Bonds then Outstanding.

Section 1004. Remedies for Defaults. Upon the happening and continuance of any Event of Default, the Owner or Owners of not less than a majority principal amount of the Bonds then Outstanding, including, without limitation, a trustee or trustees therefor, may proceed against the Town and its agents, officers and employees to protect and to enforce the rights of any Owner of Bonds under this Ordinance by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained herein or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such Owner or Owners may deem most effectual to protect and to enforce the rights aforesaid, or thereby to enjoin any act or thing which may be unlawful or in violation of any right of any Owner of any Bond, or to require the Town to act as if it were the trustee of an expressed trust, or any combination of such remedies. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of the Bonds and any other Parity Bonds.

Section 1005. Receiver's Rights and Privileges. Any receiver appointed in any proceedings to protect the rights of such Owners hereunder, the consent to any such appointment being hereby expressly granted by the Town, may enter and may take possession of the System, may operate and maintain the same, may prescribe fees, rates and other charges, and may collect, receive and apply all Gross Pledged Revenues arising after the appointment of such receiver in the same manner as the Town itself might do.

Section 1006. Rights and Privileges Cumulative. The failure of any Owner of any Outstanding Bond to proceed in any manner herein provided shall not relieve the Town, or any of its officers, agents or employees of any liability for failure to perform or carry out any duty, obligation or other commitment. Each right or privilege of any such Owner (or trustee thereof) is in addition and is cumulative to any other right or privilege, and the exercise of any right or privilege by or on behalf of any Owner shall not be deemed a waiver of any other right or privilege thereof.

Section 1007. Duties upon Defaults. Upon the happening of any Event of Default, the Town shall do and perform all proper acts on behalf of and for the Owners of Bonds to protect and to preserve the security created for the payment of the Bonds and to insure the payment of the Bond Requirements promptly as the same become due. While any Event of

Default exists, except to the extent it may be unlawful to do so, all Gross Pledged Revenues shall be paid into the Bond Fund and into bond or similar funds established for other Parity Bonds then Outstanding, pro rata based upon the aggregate principal amount of the Bonds and Parity Bonds then Outstanding. If the Town fails or refuses to proceed as in this Section provided, the Owner or Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding, after demand in writing, may proceed to protect and to enforce the rights of the Owners of the Bonds as hereinabove provided, and to that end any such Owners of the Outstanding Bonds shall be subrogated to all rights of the Town under any agreement, lease or other contract involving the System or the Gross Pledged Revenues entered into prior to the effective date of this Ordinance or thereafter while any of the Bonds are Outstanding.

ARTICLE XI

AMENDMENT OF ORDINANCE

Section 1101. Privilege of Amendments.

A. Except as hereafter provided, this Ordinance may be amended or supplemented by ordinances adopted by the Council in accordance with law, including the Charter, without receipt by the Town of any additional consideration, but with the written consent of the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory or supplemental ordinance excluding, pursuant to Section 102 B hereof, any Bonds which may then be held or owned for the account of the Town. Notwithstanding the foregoing, no such ordinance shall permit:

(1) Changing Payment. A change in the maturity, terms of redemption or interest payment of any Outstanding Bond; or

(2) Reducing Return. A reduction in the principal amount of any Bond or the rate of interest thereon, without the consent of the Owner of the Bond; or

(3) Prior Lien. The creation of a lien upon or a pledge of revenues ranking prior to the lien or to the pledge created by this Ordinance; or

(4) Modifying Any Bond. A reduction of the principal amount or percentages or otherwise affecting the description of Bonds the consent of the Owners of which is required for any such modification or amendment; or

(5) Priorities Between Bonds The establishment of priorities as between Bonds issued and Outstanding; or

(6) Modification of Less Than All the Bonds. The modification of or otherwise affecting the rights of the Owners of less than all of the Outstanding Bonds.

B. Notwithstanding the foregoing provisions of this Section, this Ordinance and the rights and obligations of the Town and of the Owners of the Bonds may also be modified or amended at any time, without the consent of any Owners of the Bonds, but only to the extent permitted by law and only for any or all of the following purposes:

(1) to add to the covenants and agreements of the Town in this Ordinance contained other covenants and agreements thereafter to be observed;

(2) to subject to the covenants and agreements of the Town in this Ordinance additional System revenues, to be defined and treated as Gross Pledged Revenues, for the purpose of providing additional security for the Bonds and any Parity Bonds;

(3) in connection with the provision of a Reserve Fund Insurance Policy subsequent to the issuance of the Bonds;

(4) to provide for the appointment of a new Paying Agent; or

(5) to make such provisions for the purpose of curing any ambiguity or of curing or correcting any formal defect or omission in this Ordinance, or in regard to questions arising under this Ordinance, as the Town may deem necessary or desirable, and which shall not adversely affect the interests of the Owners of the Bonds.

(6) In order to preserve or protect the excludability from gross income for federal income tax purposes of the interest allocable to the Bonds.

Section 1102. Notice of Amendment. Whenever the Council proposes to amend or modify this Ordinance under the provisions of this Article, it shall cause notice of the proposed amendment to be mailed to Owners of all Outstanding Bonds at their addresses as the same last appear on the registration records maintained by the Paying Agent and to the Insurer. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory ordinance is on file in the office of the Clerk for public inspection. Notice of the proposed amendment, together with a copy of the proposed amendatory ordinance, shall be delivered to the Rating Agencies then maintaining a rating on the Bonds at least 15 days in advance of the adoption of the amendment. A full transcript of all proceedings relating to the execution of such amendatory ordinance shall be provided to the Insurer.

Section 1103. Time for Amendment. If the Ordinance is required to be consented to by the Owners of the Bonds, whenever at any time within one year from the date of the giving of such notice there shall be filed with the Clerk an instrument or instruments executed by the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendatory ordinance described in such notice and shall specifically consent to and approve the adoption of such ordinance, the Council may adopt such amendatory ordinance and such ordinance shall become effective. If the ordinance is not required to be consented to by the Owners of the Bonds, the amendatory ordinance may be adopted by the Council at any time.

Section 1104. Binding Consent to Amendment. If the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such amendatory ordinance requiring consent of the Owners of the Bonds, or the predecessors in title of such Owners, shall have consented to and approved the adoption thereof as herein provided, no Owner of any Bond, whether or not such Owner shall have consented to or shall have revoked any consent as in this Article provided, shall have any right or interest to object to the adoption of such amendatory ordinance or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the Town from taking any action pursuant to the provisions thereof.

Section 1105. Time Consent Binding. Any consent given by the Owner of a Bond pursuant to the provisions of this Article shall be irrevocable for a period of 6 months from the date of the giving of the notice above provided for and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any

time after 6 months from the date of such giving of such notice by the Owner who gave such consent or by a successor in title by filing notice of such revocation with the Clerk, but such revocation shall not be effective if the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding as in this Article provided, prior to the attempted revocation, consented to and approved the amendatory ordinance referred to in such revocation.

Section 1106. Unanimous Consent. Notwithstanding anything in the foregoing provisions of this Article, the terms and provisions of this Ordinance or of any ordinance amendatory thereof or supplemental thereto and the rights and the obligations of the Town and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption by the Town and upon the filing with the Clerk of an ordinance to that effect and with the consent of the Insurer and of the Owners of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 hereof; and no notice to Owners of Bonds shall be required as provided in Section 1102 hereof, nor shall the time of consent be limited except as may be provided in such consent.

Section 1107. Exclusion of Town's Bonds. At the time of any consent or of other action taken under this Article, the Town shall furnish to the Clerk a certificate of the Finance Director, upon which the Town may rely, describing all Bonds to be excluded for the purpose of consent or of other action or of any calculation of Outstanding Bonds provided for in this Article, and the Town shall not be entitled with respect to such Bonds to give any consent or to take any other action provided for in this Article, as provided in Section 102 B hereof.

Section 1108. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the Council as to such action; and after the approval of such notation, then upon demand of the Owner of any Bond Outstanding and upon presentation of his or her Bond for that purpose at the principal office of the Paying Agent, suitable notation shall be made on such Bond by the Paying Agent as to any such action. If the Council so determines, new Bonds, so modified as in the opinion of the Council conform to such action, shall be prepared, executed, authenticated and delivered; and upon demand of the Owner of any Bond then Outstanding, shall be exchanged without cost to such Owner for Bonds then Outstanding upon surrender of such Bonds.

Section 1109. Proof of Instruments and Bonds. The fact and date of execution of any instrument under the provisions of this Article, the amount and number of the Bonds held by any Person executing such instrument, and the date of his or her holding the same may be proved as provided by Section 1203 hereof.

Section 1110. Copies of Supplemental Ordinances to Rating Agencies. Copies of any supplemental or amendatory ordinance shall be sent by the Town to the Rating Agencies at least 10 days prior to the effective date thereof.

ARTICLE XII
MISCELLANEOUS

Section 1201. Defeasance. If, when the Bonds shall be paid in accordance with their terms (or payment of the Bonds has been provided for in the manner set forth in the following paragraph), together with all other sums payable hereunder, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. Also if all Outstanding Bonds shall have been purchased by the Town and delivered to the Paying Agent for cancellation, and all other sums payable hereunder have been paid, or provision shall have been made for the payment of the same, then this Ordinance and all rights granted hereunder shall thereupon cease, terminate and become void and be discharged and satisfied.

Payment of any Outstanding Bond shall prior to the maturity or Redemption Date thereof be deemed to have been provided for within the meaning and with the effect expressed in this Section if (a) in case said Bond is to be redeemed on any date prior to its maturity, the Town shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give on a date in accordance with the provisions of Section 404 hereof notice of redemption of such Bond on said Redemption Date, such notice to be given in accordance with the provisions of Section 404 hereof, (b) there shall have been deposited with the Paying Agent or other Trust Bank either moneys in an amount which shall be sufficient, or Federal Securities which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by the Paying Agent or other Trust Bank at the same time, shall be sufficient to pay when due the Bond Requirements due and to become due on said Bond on and prior to the Redemption Date or maturity date thereof, as the case may be, and (c) in the event said Bond is not by its terms subject to redemption within the next sixty days, the Town shall have given the Paying Agent in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as the notice of redemption is given pursuant to Section 404 hereof, a notice to the Owner of such Bond that the deposit required by (b) above has been made with the Paying Agent or other Trust Bank and that payment of said Bond has been provided for in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the Bond Requirements of said Bond. Neither such securities nor moneys deposited with the Paying Agent or other Trust Bank pursuant to this Section or principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Bond Requirements of said Bond; provided any cash received from such principal or interest payments on such Federal Securities deposited with the Paying Agent or other Trust Bank, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities of the type described in (b) of this paragraph maturing at times and in amounts sufficient to pay when due the Bond Requirements to become due on said Bond on or prior to such Redemption Date or maturity date thereof, as the case may be. At such time as payment of a Bond has been provided for as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purpose of any payment from such moneys or securities deposited with the Paying Agent or other Trust Bank.

The release of the obligations of the Town under this Section shall be without prejudice to the right of the Paying Agent to be paid reasonable compensation for all services rendered by it hereunder and all its reasonable expenses, charges and other disbursements incurred on or about the administration of and performance of its powers and duties hereunder.

Upon compliance with the foregoing provisions of this Section with respect to all Bonds then Outstanding, this Ordinance may be discharged in accordance with the provisions of this Section but the liability of the Town in respect of the Bonds shall continue; provided that the Owners thereof shall thereafter be entitled to payment only out of the moneys or Federal Securities deposited with the Paying Agent or other Trust Bank as provided in this Section.

Section 1202. Delegated Powers. The officers and employees and agents of the Town be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates. the execution of such certificates as may be reasonably required by the Purchaser, including the Continuing Disclosure Certificate and Insurance Agreement, if any;

B. Paying Agent Agreement. the execution and delivery of an agreement with the Paying Agent necessary or desirable to evidence the acceptance by the Paying Agent of its duties hereunder;

C. Official Statement. the execution and delivery of the final Official Statement; and

D. Bond Purchase Agreement. the execution and delivery of the Purchase Contract between the Town and the Purchaser.

Section 1203. Evidence of Bond Owners. Any request, consent or other instrument which this Ordinance may require or may permit to be signed and to be executed by the Owners of any Bonds may be in one or more instruments of similar tenor and shall be signed or shall be executed by each such Owner in person or by his or her attorney appointed in writing. Proof of the execution of any such instrument or of an instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner:

A. Proof of Execution. The fact and the date of the execution by any Owner of any Bonds or his or her attorney of such instrument may be established by a certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Mayor, Town Manager or the Finance Director or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the individual signing such request or other instrument acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer; the authority of the individual or individuals executing any such instrument on behalf of a corporate Owner of any securities may be established without further proof if such instrument is signed by an individual purporting to be the president or vice

president of such corporation with a corporate seal affixed and attested by an individual purporting to be its secretary or an assistant secretary; and the authority of any Person or Persons executing any such instrument in any fiduciary or representative capacity may be established without further proof if such instrument is signed by a Person or Persons purporting to act in such fiduciary or representative capacity; and

B. Proof of Holdings. The amount of Bonds held by any Person and the numbers, date and other identification thereof, together with the date of his or her holding the Bonds, shall be proved by the registration records maintained by the Paying Agent.

Section 1204. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Town, the Paying Agent, the Insurer and the Owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Paying Agent, the Insurer, Surety Provider and the Owners of the Bonds.

Section 1205. Notices. Except as otherwise may be provided in this Ordinance, all notices, certificates, requests or other communications pursuant to this Ordinance shall be in writing and shall be sufficiently given and shall be deemed given by personal delivery or when mailed by first class mail, and either delivered or addressed as follows:

If to the Town at:

Town of Castle Rock, Colorado
100 Wilcox Street
Castle Rock, Colorado 80104
Attention: Finance Director

With a copy to: Town Attorney
Town of Castle Rock, Colorado
100 Wilcox Street
Castle Rock, Colorado 80104

If to the Paying Agent at:

UMB Bank, n.a.
Corporate Trust Services
1670 Broadway
Denver, Colorado 80202
Attention: Corporate Trust and Escrow Services

Any of the foregoing Persons may, by notice given hereunder to each of the other Persons, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 1206. Additional Notices to Rating Agencies. The Paying Agent hereby agrees that if at any time (a) the Town shall redeem any portion of the Bonds Outstanding prior to maturity, but excluding redemptions pursuant to Section 402 hereof, (b) the Town shall provide for the payment of any portion of the Bonds pursuant to Section 1201 hereof, (c) a successor Paying Agent is appointed hereunder, or (d) any supplement to this Ordinance shall become effective or any Person shall waive any provision of this Ordinance, then, in each case, the Paying Agent shall give notice to each Rating Agency.

Section 1207. Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any rights, as provided in this Ordinance, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Ordinance, and no interest shall accrue for the period after such nominal date.

AFTER PUBLICATION ONCE BY TITLE AND SUMMARY (WITH NOTICE THAT THE ENTIRE TEXT OF THE PROPOSED ORDINANCE IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK) THIS ORDINANCE WAS INTRODUCED, READ BY TITLE, PASSED ON FIRST READING, AND APPROVED THIS 15th DAY OF JULY, 2025.

TOWN OF CASTLE ROCK, COLORADO

_____
Mayor

ATTEST:

_____
Town Clerk

FINALLY ADOPTED AND APPROVED AND ORDERED PUBLISHED ONCE BY TITLE AND SUMMARY (WITH NOTICE THAT THE ENTIRE TEXT OF THE PROPOSED ORDINANCE IS AVAILABLE FOR PUBLIC INSPECTION AT THE OFFICE OF THE TOWN CLERK) THIS 19TH DAY OF AUGUST. 2025.

_____
Mayor

(SEAL)

Attest:

_____
Town Clerk

APPROVED AS TO FORM:

_____

Town Attorney

First Publication Date: [_____], 2025

Second Publication Date: [_____], 2025

EXHIBIT A

(FORM OF BOND)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Town or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF COLORADO **COUNTY OF DOUGLAS**

TOWN OF CASTLE ROCK, COLORADO
WATER AND SEWER ENTERPRISE REVENUE BOND
SERIES 2025

No. R- $_____

INTEREST RATE	MATURITY DATE	DATED AS OF	CUSIP
_____%	December 1, 20__	[October 2], 2025	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

The Town of Castle Rock (the "Town"), in the County of Douglas and State of Colorado (the "State"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, upon the presentation and surrender of this bond, solely from the special funds provided therefor, as hereinafter set forth, the principal amount set forth above on the maturity date specified above (unless this bond shall have been called for prior redemption, in which case on the Redemption Date) and to pay solely from such special funds interest hereon at the interest rate per annum specified above, payable semiannually on June 1 and December 1 in each year, beginning on _____, until the principal amount is paid or payment has been provided for, as described in an ordinance adopted by the Town Council of the Town on August 19, 2025 (the "Ordinance"). This is one of an authorized series of bonds issued under the Ordinance (the "Bonds"). The Bonds are all issued under and equally and ratably secured by and entitled to the security of the Ordinance. To the extent not defined herein, terms used in this Bond shall have the same meanings as set forth in the Ordinance. This Bond bears interest, matures, is payable, is subject to redemption and is transferable as provided in the Ordinance.

Reference is made to the Ordinance and to all ordinances supplemental thereto, with respect to the nature and extent of the security for the Bonds, the accounts, funds or revenues pledged, rights, duties and obligations of the Town, the Paying Agent and the Insurer, the Surety Provider, the rights of the Owners of the Bonds, the events of defaults and remedies, the circumstances under which any Bond is no longer Outstanding, the issuance of additional bonds and the terms on which such additional bonds may be issued under and secured by the Ordinance, the ability to amend the Ordinance, and to all the provisions of which the Owner hereof by the acceptance of this Bond assents.

THE BONDS ARE ISSUED PURSUANT TO AND IN FULL COMPLIANCE WITH THE CONSTITUTION AND LAWS OF THE STATE OF COLORADO, AND PURSUANT TO THE ORDINANCE. THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE TOWN, SECURED BY THE NET PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A DEBT OF THE TOWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE TOWN, THE STATE NOR ANY OF THE POLITICAL SUBDIVISIONS THEREOF IS LIABLE THEREFOR. NEITHER THE MEMBERS OF THE TOWN COUNCIL NOR ANY PERSONS EXECUTING THIS BOND SHALL BE PERSONALLY LIABLE FOR THIS BOND.

It is certified, recited and warranted that all the requirements of law have been fully complied with by the proper officers of the Town in the issuance of this Bond; that it is issued pursuant to and in strict conformity with the Constitution of the State, with the Charter of the Town, and with the Ordinance and any ordinances supplemental thereto; and that this Bond does not contravene any Constitutional, statutory or Charter limitation.

It is also certified, recited, and warranted that the Bonds are issued under the authority of the Ordinance, and the Supplemental Public Securities Act. It is the intention of the Town, as expressed in the Ordinance, that pursuant to Section 11-57-210, C.R.S., such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bonds after their delivery for value and that all of the Bonds issued are incontestable for any cause whatsoever after their delivery for value.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the certificate of authentication hereon shall have been duly executed by the Paying Agent.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed and executed in its name and upon its behalf with the facsimile signature of its Mayor, has caused the facsimile of the seal of the Town to be affixed hereon and has caused this Bond to be signed, executed and attested with the facsimile signature of its Town Clerk, all as of the date specified above.

TOWN OF CASTLE ROCK, COLORADO

(FACSIMILE SEAL) By (For Facsimile Signature)
ATTEST: Mayor

(For Facsimile Signature)
Town Clerk

(END OF FORM OF BOND)

(FORM OF CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Ordinance.

UMB Bank, n.a., as Paying Agent

By _____
Authorized Signatory

Date of Authentication and Registration: _____

(END OF FORM OF CERTIFICATE OF AUTHENTICATION)

(FORM OF ASSIGNMENT)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within bond and hereby irrevocably constitutes and appoints _____ attorney, to transfer the same on the records of the Registrar, with full power of substitution in the premises.

_____

Dated: _____

Signature Guaranteed by a member
of the Medallion Signature Program:

_____

Address of transferee:

_____

_____

_____

Social Security or other tax
identification number of transferee:

_____

NOTE: The signature to this Assignment must correspond with the name as written on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

EXCHANGE OR TRANSFER FEES MAY BE CHARGED

(END OF FORM OF ASSIGNMENT)

(FORM OF PREPAYMENT PANEL)

PREPAYMENT PANEL

The following installments of principal (or portion thereof) of this bond have been prepaid in accordance with the terms of the Bond Ordinance authorizing the issuance of this bond.

Date of Prepayment	Principal Prepaid	Signature of Authorized Representative of the Depository

(END OF FORM OF PREPAYMENT PANEL)

STATE OF COLORADO)
)
COUNTY OF DOUGLAS) SS.
)
TOWN OF CASTLE ROCK)

I, Lisa Anderson, the duly elected, qualified and acting Town Clerk of the Town of Castle Rock, Colorado (the "Town") do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of an ordinance (the "Ordinance") concerning the Town's Water and Sewer Enterprise Bonds, Series 2025, adopted by the Town Council (the "Council") of the Town, at regular meetings of the Council held at the Town Hall on July 15, 2025 and August 19, 2025.

2. The Ordinance was adopted on first reading at an open, regular meeting of the Council on Tuesday, July 15, 2025, by an affirmative vote of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Jason Gray, Mayor				
Laura Cavey, Mayor Pro Tem – District 2				
Ryan Hollingshead – District 1				
Kevin Bracken – District 3				
Mark Davis – District 4				
Max Brooks – District 5				
Tim Dietz - District 6				

3. The Ordinance was passed on second and final reading on Tuesday, August 19, 2025, by an affirmative vote of the members of the Council as follows:

Name	"Yes"	"No"	Absent	Abstain
Jason Gray, Mayor				
Laura Cavey, Mayor Pro Tem – District 2				
Ryan Hollingshead – District 1				
Kevin Bracken – District 3				
Mark Davis – District 4				
Max Brooks – District 5				
Tim Dietz - District 6				

4. The Ordinance has been signed by the Mayor, sealed with the corporate seal of the Town, attested by me as Town Clerk, and duly recorded in the books of the Town; and that the same remains of record in the book of records of the Town.

5. That notice of the regular meetings of July 15, 2025 and August 19, 2025, in the forms attached hereto as **Exhibit A**, was posted on the Town's website prior to first reading pursuant to Section 7-3 of the Home Rule Charter and Section 2.02.100.C of the Municipal Code.

6. That prior to adoption on first reading, the Ordinance was posted on the Town's website (www.CRgov.com) on [_____], 2025, at [TIME], which is not later than 12:00 p.m., five (5) calendar days prior to the meeting of July 15, 2025, along with a notice containing the title of the ordinance; a brief summary of the subject matter of the ordinance; where the ordinance can be inspected; The full text of the proposed ordinance; and the date, time and place of the meeting at which the ordinance will be considered and public comment taken.

7. Following adoption after first reading and second reading and final adoption, the Ordinance was posted on the Town's website on August [__], 2025, at [TIME], along with a notice containing a summary of the subject matter of the ordinance and identifying the location where the ordinance is available for public inspection. Such post-adoption notice was posted no later than five (5) business days after adoption and remain posted for thirty (30) days post-adoption, which date is not later than five (5) business days after adoption, and such ordinance shall remain posted for thirty (30) days post adoption.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town this _____ day of _____, 2025.

(SEAL)

_____
Town Clerk

EXHIBIT A

(Attach Notice of Meetings)

CASTLE ROCK WATER

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF WATER AND SEWER ENTERPRISE REVENUE BONDS, SERIES 2025 OR 2026

JULY 15, 2025

TOWN OF CASTLE ROCK COLORADO

REVENUE BOND ISSUANCE

BACKGROUND INFORMATION

- CRW's 2024 rate model indicates the need for revenue bond issuance in 2025/2026 and 2027/2028
- 2025/2026 issuance targets $56M
- 2024 rate model assumed 4.9% interest rate or lower to meet estimated future rate increase projection
- Funds targeted for Water Resources Projects
- Proposing "shelf registration" of bond ordinance to allow for CRW to issue at best time
- Shelf registration goes through August 2026
- Provides flexibility to work towards appropriate, hopefully favorable, interest rate

2026 – 2029 Rates and Fees	2026	2027	2028	2029
Rate Increases	4.72%	4.77%	4.83%	4.88%
System Development Fee Increases	8.6%	5.4%	5.6%	5.9%

Rate Projections from 2024 Rate Study

REVENUE BOND ORDINANCE

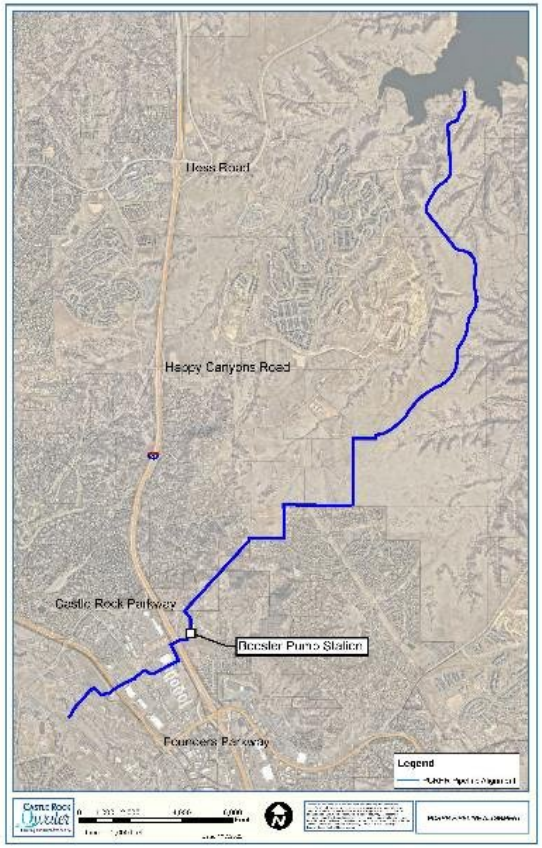
PROPOSED ORDINANCE PARAMETERS

- Par Amount: The bonds may be issued in an amount not to exceed $56 million.
- Maturity: Bonds will mature no later than December 1, 2045, with maximum annual principal not exceeding $7.7 million with total repayment costs not to exceed $95 million.
- Interest Rate: Not to exceed a net effective rate of 4.75%.
- Redemption Provisions: The Bonds may be sold with a provision for optional redemption prior to maturity, at a price not to exceed 100%.
- Sale: The bonds will be sold via negotiated sale to Stifel, Nicolaus & Company, Incorporated.
- Parity Lien: The 2025 Bonds will share an equal lien on Net Pledged Revenues with existing Parity Bonds from 2015, 2016, and 2022.
- Reserve Fund: May be established, and if so, funded with bond proceeds or a Reserve Fund Insurance Policy.
- Bond Proceeds Use: Funds will be allocated to a Project Fund for Water and Water Resource capital improvements (see Discussion for further details), a Reserve Fund (if required), and to cover issuance costs.

REVENUE BOND ORDINANCE

PROPOSED PROJECTS FOR FUNDING

- Water Infrastructure Supply Efficiency (WISE) project for construction of a desalinization facility or alternate facilities to meet total dissolved solids concentration requirements by 2030
- Pipeline, pump station, well and treatment infrastructure associated with the Box Elder project
- Plum Creek Central Pipeline
- Plum Creek to Rueter Hess Reservoir Pipeline and Pump Station
- Capacity in the Rueter Hess Water Purification Facility
- Storage in the Chatfield Storage Reallocation Project
- The Plum Creek Diversion Project



Plum Creek to Rueter Hess Pipeline

REVENUE BOND ORDINANCE

CURRENT DEBT

Debt Obligations	Remaining Principal YE 2024	Interest Rate	Maturity Date
Water and Sewer Revenue Refunding Bonds, Series 2015	$1,280,000	2.79%	2026
2016 Refunding of COP Bonds	$31,930,000	2.51%	2034
2019 Stormwater Enterprise Revenue Loan	$6,625,000	1.92%	2030
Water and Sewer Revenue Bonds, Series 2022	$22,925,000	2.67%	2042
Total	**$62,760,000**	**2.51%**	

REVENUE BOND ORDINANCE

SCHEDULE & RECOMMENDATIONS

Schedule

- 2nd Reading 8/19/2025
- Work to get best rate until 8/19/2026
- Issue Debt 2025/2026 or back to Council

Recommendations

- Castle Rock Water Commission (going to Commission July 23, 2025)
- Staff

Questions

BUSINESS OPERATIONS

Debt Ratio	Your Utility	COMBINED UTILITIES 75th Percentile	Median	25th Percentile	Count
Debt Ratio - COMBINED	0.10	0.27	0.37	0.52	94
Debt Ratio - WATER	0.12	0.24	0.35	0.50	59
Debt Ratio - WASTEWATER	0.01	0.24	0.41	0.55	58
Debt Ratio - STORMWATER	0.07	0.09	0.13	0.29	22

CRW Debt Ratio Relative to National Utilities

1008

PROPSED MOTION:

“ I move to approve Ordinance 2025-029 on first reading as introduced by title.”

ALTERNATE MOTIONS:

“I move to approve the Ordinance as introduced by title, with the following conditions: (list conditions).”

I move to continue this item to the Town Council meeting on ___date to allow additional time to (list information needed).”

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 2nd day of July, 2024 (the "Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Castle Rock"), and the Board of County Commissioners of the County of Douglas ("Douglas County"), (each, individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, Castle Rock operates a wastewater collection system and owns wastewater treatment capacity in the Plum Creek Water Reclamation Authority ("PCWRA") treatment facility to provide retail wastewater service to its customers; and

WHEREAS, Douglas County desires to utilize American Rescue Plan Act funding to design and construct a wastewater collection and treatment system along the Highway 85 corridor (the "Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System" or "System") in Douglas County, extending from the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, which System will allow all treated wastewater to be collected and reused in Douglas County to the maximum extent allowed by law; and

WHEREAS, Castle Rock and Douglas County believe that the System will help to ensure that all available reusable water supplies are reused within Douglas County to extinction, thereby extending the life of the Denver Basin aquifer; and

WHEREAS, Castle Rock and Douglas County believe that the System will help encourage and enable the future connection of properties along the Highway 85 corridor to renewable water supplies; and

WHEREAS, Castle Rock and Douglas County believe the System will encourage additional regional infrastructure and intergovernmental partnerships that will provide future benefits by expanding the use and availability of reusable and renewable water supplies in Douglas County and by creating economies of scale to keep down costs for all users of water and wastewater in the region; and

WHEREAS, Castle Rock and Douglas County believe the System will avoid the future proliferation of small, underfunded water and sanitation districts in this part of Douglas County; and

WHEREAS, Castle Rock and Douglas County believe the System will provide opportunities for collaboration in the development of recreational trails and facilities along the

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Highway 85 corridor, including a trail that will eventually extend from Castle Rock to Chatfield Reservoir; and

WHEREAS, Castle Rock has the experienced project engineering and management staff that are needed to help Douglas County construct the System; and

WHEREAS, Castle Rock also has the operational capacity and experience to own, operate, maintain, and, if necessary, replace the System, and/or manage the contracting for these services, for the benefit of the future customers of the System in unincorporated Douglas County; and

WHEREAS, Castle Rock is willing to make available at cost, plus an extraterritorial surcharge, wastewater treatment capacity it owns in the PCWRA treatment facility to serve customers of the System, but only if this proves to be the most cost-effective method of providing such service; and

WHEREAS, Castle Rock is willing to use its project engineering and management expertise to design and construct a System for Douglas County and to give Douglas County full authority to allocate capacity in the System to existing and future customers of the System; and

WHEREAS, Douglas County further desires to utilize American Rescue Plan Act funding to obtain easements to facilitate the construction, operation, and maintenance of the System along Plum Creek, which easements can exist in combination with existing and future trails, thereby expanding recreational amenities for Douglas County residents; and

WHEREAS, Castle Rock has the ability to acquire these easements on behalf of Douglas County; and

WHEREAS, Douglas County and Castle Rock believe the System will improve water quality in Plum Creek and Chatfield Reservoir, both of which are drinking water sources for Douglas County and Castle Rock, by eliminating failing wastewater lagoon systems and, eventually, septic systems; and

WHEREAS, Douglas County believes that the System will stimulate economic development and growth in the Highway 85 corridor; and

WHEREAS, based upon the foregoing reasons, the Parties find and determine that it is in the best interests of their respective customers and citizens to enter into this Agreement.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. DEFINITIONS.

The following terms, when capitalized, shall have the meanings indicated:

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

A. "ARPA Funds" shall mean funds encumbered by Douglas County in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Public Law No. 117-2 (March 11, 2021), together with all rules and regulations promulgated thereunder.

B. "Castle Rock-Managed Project Infrastructure" means that portion of the Project Infrastructure for which Castle Rock will manage the design, construction, and installation, including the Sedalia Lift Station and Force Main, which Infrastructure shall be used for the purpose of collecting wastewater from the Service Area for treatment at the PCWRA wastewater treatment facility using the PCWRA Treatment Capacity.

C. "Collection System" means that portion of the Project Infrastructure utilized for the collection and delivery of wastewater to the PCWRA wastewater treatment facility using PCWRA Treatment Capacity.

D. "Collection System Development Fee" means the fee that Castle Rock will charge to those persons seeking to develop or redevelop property within the Service Area for the right to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System. Said fee shall be charged for the purpose of defraying all costs associated with the design and construction of the Collection System and any improvements thereto, and shall consist of: (i) the capital recovery fee, which shall be calculated based on the Final Infrastructure Costs for the Collection System, (ii) the capital improvement fee, which shall be calculated based on the costs of increasing the capacity of the Collection System as may be necessary to serve new development or redevelopment in the Service Area, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant. All revenues generated by the Collection System Development Fee that reimburse Douglas County for its investment in the System shall be invested by Castle Rock in the Collection System. All other revenues generated by such Fee shall be retained by Castle Rock.

E. "Collection System Treatment Capacity" means that portion of the PCWRA Treatment Capacity actually used in the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

F. "Collection System Treatment Facility" means any treatment works, as defined in section 212 of the Federal Clean Water Act (33 U.S.C. §§1251, *et seq*.), that currently exists and is used to provide treatment capacity for the Project and/or is designed and constructed as part of the Project to be used in the storage, treatment, recycling, reuse, and reclamation of domestic and/or industrial wastewater generated by customers of the System for purposes of complying with the Federal Clean Water Act.

G. "Collection System Treatment Facility Development Fee" means the fee that Castle Rock will charge to those persons seeking to develop or redevelop property within

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

the Service Area for the right to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System. Said Fee shall be charged for the purpose of defraying all costs associated with design and construction of Collection System Treatment Facility and any improvements thereto, and shall consist of: (i) the capital recovery fee, which shall be calculated based on the Final Infrastructure Costs for the Collection System Treatment Facility, (ii) the capital improvement fee, which shall be calculated based on the costs of increasing the capacity of the Collection System Treatment Facility as may be necessary to serve new development or redevelopment in the Service Area, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant. All revenues generated by the Collection System Treatment Facility Development Fee will be retained by Castle Rock.

H. "Estimated Castle Rock-Managed Project Infrastructure Costs" means the estimated costs of designing, constructing and installing the Castle Rock-Managed Project Infrastructure, as more particularly described in the attached Exhibit A.

I. "Extraterritorial Surcharge" means the ten percent (10%) surcharge that Castle Rock will add to the Collection System Development Fees, the Collection System Treatment Facility Development Fees, the PCWRA Treatment System Development Fee, and all other rates and fees charged by Castle Rock in providing extraterritorial retail wastewater service to System customers.

J. "Final Castle Rock-Managed Project Infrastructure Costs" means the final costs of designing, constructing and installing the Castle Rock-Managed Project Infrastructure, as more particularly described in the amended Exhibit A.

K. "MGD" means million gallons per day.

L. "Necessary Improvement" means any improvement to the Castle Rock-Managed Project Infrastructure, (i) the construction or installation of which Castle Rock reasonably deems to be a necessary prerequisite for any person seeking to develop or redevelop property within the Service Area to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System, and (ii) which is in addition to those improvements to the Castle Rock-Managed Project Infrastructure that are funded by Collection System Development Fees or Collection System Treatment Facility Development Fees.

M. "PCWRA Treatment Capacity" means wastewater treatment capacity that Castle Rock owns in the PCWRA wastewater treatment facility, which capacity may be used in the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

N. "PCWRA Treatment System Development Fee" means the fee that Castle Rock will charge and collect from Douglas County or existing and/or future customers that connect to the Castle Rock-Managed Highway 85 Wastewater Collection and

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

Treatment System and use PCWRA Treatment Capacity for the purpose of defraying all costs associated with connecting to the PCWRA wastewater treatment facility. Said Fee shall consist of: (i) the capital recovery fee, which shall be calculated based on the amount of PCWRA Treatment Capacity required for a Single-Family Equivalent and retained by Castle Rock and (ii) the Extraterritorial Surcharge, which shall be retained by Castle Rock as reimbursement for the value of its Treatment Capacity in the PCWRA treatment facility. The current fee is set at $4,900 per Single Family Equivalent and shall be adjusted each year based on Castle Rock's annual study of rates and fees.

O. "Project" means the design, construction, and installation of the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

P. "Project Infrastructure" means the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System, all as more particularly identified in the description attached as Exhibit B and shown on the map attached as Exhibit B-1.

Q. "Project Management Fee" means the fee that Castle Rock charges Douglas County to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, which fee shall be equal to one percent (1%) of the Douglas County share of the Project costs.

R. "Reusable Water" means wastewater from water rights that can be used and reused to extinction, which wastewater shall be put into the Castle Rock-Managed Project Infrastructure and, thereby, made available for purchase by Castle Rock.

S. "Service Area" means the area located in unincorporated Douglas County within which Castle Rock will provide retail wastewater service through the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System as shown on the map attached as Exhibit C. Upon the delivery of written notice thereof to Castle Rock, Douglas County may designate additional property in unincorporated Douglas County to be included within the Service Area, subject to the availability of sufficient capacity in the System to serve such property.

T. "Single Family Equivalent" means the relative measure of demand placed on any wastewater facility or infrastructure by an average single-family residential unit.

U. "System Development Fees" means, collectively and individually, as applicable, Collection System Development Fees, Collection System Treatment Facility Development Fees, and PCWRA Treatment System Development Fees.

2. DESCRIPTION OF PROJECT.

A. Consideration. Douglas County agrees to use available American Rescue Plan Act funds to help: (i) finance the design, construction, and installation of a wastewater collection and treatment system along the Highway 85 corridor, extending

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

approximately from south of the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, and (ii) acquire all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the System. In consideration of obtaining access to available Reusable Water in the Service Area and the payment by Douglas County of fourteen million dollars ($14,000,000.00) of ARPA Funds for the design, construction, and installation of Project Infrastructure and the Project Management Fee, Castle Rock agrees to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure. Douglas County acknowledges and understands that Castle Rock is in the process of negotiating additional agreements that will be required to ensure the design and construction of a complete wastewater collection and treatment system. If, for whatever reason, Castle Rock is unable to consummate these agreements, Castle Rock will work with Douglas County to amend and/or terminate this Agreement as may be necessary.

B. Ownership. Upon the substantial completion of construction and the initial acceptance of the Castle Rock-Managed Project Infrastructure by Douglas County and Castle Rock, ownership of the Castle Rock-Managed Project Infrastructure shall be conveyed to Castle Rock by the general contractor of the Project, along with all warranties associated therewith. Thereafter, Castle Rock agrees to own, operate, maintain, repair and replace the Castle Rock-Managed Project Infrastructure. Castle Rock further agrees to own, operate, maintain, repair and replace any wastewater collection infrastructure that is paid for by, and built to serve any new or existing development connecting to the Castle Rock Managed Project Infrastructure and to provide retail wastewater service to those Douglas County residents within the Service Area who connect to the Castle Rock-Managed Project Infrastructure.

3. PROJECT DESIGN, CONSTRUCTION, AND INSTALLATION.

A. Costs. The Estimated Castle Rock-Managed Project Infrastructure Costs, as shown in Exhibit A, shall include, without limitation, the following costs incurred by Castle Rock: (i) staff time spent administering the work set forth herein, which time shall be accounted for within the Project Management Fee; (ii) design of the Castle Rock-Managed Project Infrastructure; (iii) easement research and acquisition, and any right-of-way or other permitting fees; and (iv) construction and contract management. Castle Rock shall track all costs incurred during the course of the designing, constructing, and installing the Castle Rock-Managed Project Infrastructure; provided, however, that Douglas County acknowledges and agrees that Castle Rock staff time shall not be tracked. The total ARPA Funds that Douglas County will provide for the Castle Rock-Managed Project Infrastructure is fourteen million dollars ($14,000,000.00).

B. Change Orders. Douglas County acknowledges and agrees that the Estimated Castle Rock-Managed Project Infrastructure Costs may increase at any time during the design, construction or installation of the Castle Rock-Managed Project Infrastructure. Castle Rock shall provide updated Estimated Castle Rock-Managed

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Project Infrastructure Costs to Douglas County on a quarterly basis through completion of the Castle Rock-Managed Project Infrastructure. Upon completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall prepare an amended Exhibit A showing the Final Castle Rock-Managed Project Infrastructure Costs. Upon agreement of the Parties as to the amount of the Final Castle Rock-Managed Project Infrastructure Costs, the amended Exhibit A shall be substituted for the original Exhibit A and shall be incorporated into this Agreement.

C. Scope of Work. The general proposed scope of work for the Project Infrastructure and the estimated timeline are provided in the attached Exhibit D (the "Scope of Work").

D. Examination of Records; Dispute Resolution. At Douglas County's request, Castle Rock shall provide records relating to the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, including copies of each draw request from the general contractor, together with paid invoices or such other documentation as may be available and reasonably requested for Douglas County to verify the Final Castle Rock-Managed Project Infrastructure Costs. The Parties shall cooperate to resolve any disputes concerning the Final Castle Rock-Managed Project Infrastructure Costs. If the Parties are unable to resolve their dispute informally, they shall submit the dispute to non-binding mediation before a mutually agreeable mediator. If the Parties remain unable to resolve their dispute within sixty (60) days of commencing mediation, the Parties may pursue any remedies lawfully available to them.

E. Costs in Excess of Contingency. Castle Rock shall administer the Castle Rock-Managed Project Infrastructure in substantially the same manner and with the same care as other Castle Rock design and construction projects of a similar scope and nature. Castle Rock shall manage all change orders and costs adjustments within a contingency amount agreed to by the Parties. Adjusted cost estimates will be made based upon actual construction bids or change orders. If the Estimated Castle Rock-Managed Project Infrastructure Costs need to be adjusted over and above the contingency amount, Castle Rock shall give written notice to Douglas County. Douglas County shall have 30 days to provide approval of such additional costs. If Douglas County does not approve the additional costs, the Parties will meet to review and identify opportunities to decrease the overall Scope of Work to bring the Estimated Castle Rock-Managed Project Infrastructure Costs within the amount of funding available under ARPA. If the Parties cannot identify opportunities to decrease the overall Scope of Work and Estimated Castle Rock-Managed Project Infrastructure Costs, then the Parties agree to submit the dispute to non-binding mediation as provided in Subsection D of this Section.

F. Easements. Castle Rock agrees to undertake the acquisition of all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the Castle

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

Rock-Managed Project Infrastructure. All such real property interests shall be granted to Castle Rock at the time of acquisition. In addition, provision shall be made for recreational trail easements in locations consistent with Douglas County's draft Plum Creek Regional Trail feasibility study. Any trail easements acquired by Castle Rock for this purpose shall be granted to Douglas County at the time of acquisition. Wherever feasible, such easements may be non-exclusive and occupy the same location as the real property interests granted to Castle Rock pursuant to this Subsection F.

G. Contract Solicitation. Castle Rock will undertake the bidding and contracting for design, property acquisition, and construction services utilizing its standard design and construction contracting processes. Selected consultants and contractors will be provided to Douglas County by Castle Rock for Douglas County' concurrence prior to the signing of each contract. Douglas County shall fully fund each contract prior to award by Castle Rock and partially fund any remaining contract until the full amount of ARPA funds allocated to this Project has been invested in the Castle Rock-Managed Project Infrastructure. For any construction contract, the Parties will enter into a separate agreement to establish an escrow account, which account shall be funded by Douglas County to the appropriate amount of each such contract, plus a reasonable contingency. This escrow account will be used for payment of all invoices for each such contract. The Parties acknowledge and agree that the construction of the Castle Rock-Managed Project Infrastructure may be phased as the Parties may deem appropriate, and that separate construction contracts may be entered into for each phase of the Castle Rock-Managed Project Infrastructure.

H. Escrow. Castle Rock will review and approve all consultant and contractor invoices that are funded with ARPA Funds and then forward said invoices to Douglas County for approval on a monthly basis. Douglas County will review and approve said invoices within fifteen (15) days following receipt of the invoice and then submit the approved invoices to the escrow agent for payment to the contractor. Payment from the escrow account shall be made in full within thirty (30) days following receipt of the invoice from the contractor.

I Insurance. Castle Rock will require each Project contractor to procure and maintain the following types and amounts of insurance in accordance with the requirements of Castle Rock's purchasing policies, with each policy to be issued to include Douglas County, its officers and employees, as and additional named insured:

(i) Commercial General Liability Insurance, including coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate.

(ii) Comprehensive Automobile Liability Insurance, including coverage for each of the contractor's owned, hired and/or non-owned vehicles assigned

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

to or used in performance of the services, with minimum combined single limits for bodily injury and property damage of not less than $1,000,000 for each occurrence and $1,000,000 aggregate.

(iii) Workers' Compensation Insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under the contract, and Employer's Liability insurance with minimum limits of $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee.

(iv) Builder's Risk or Installation Floater Policy, at Castle Rock's discretion, in an amount equal to the value of the Project where the possibility exists of loss or damage to the Project (for the construction contract only).

(v) Professional Liability Insurance, including coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate (for the design contract only).

4. CAPACITY ALLOCATION.

A. Capacity Reservation and Allocation. Concurrent with the substantial completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall grant Douglas County a license for Douglas County's proportional share in the permanent capacity of the Castle Rock-Managed Project Infrastructure (the "License"). Castle Rock will retain all other capacity in the Castle Rock-Managed Project Infrastructure. This will result in an estimated initial allocation of permanent capacity in the System of 5% for Castle Rock and 95% for Douglas County. A final allocation shall be determined by the Parties at the time of final design of the Castle Rock-Managed Project Infrastructure. As new customers connect to the Castle Rock-Managed Project Infrastructure, Castle Rock's share of the allocation of permanent capacity shall increase, while Douglas County's share of the allocation of permanent capacity will decrease, by the amount of permanent capacity needed to serve each new customer.

B. Access Restriction. The Parties acknowledge and agree that the License granted herein is for capacity in the Castle Rock-Managed Project Infrastructure only. Following the transfer of ownership of Castle Rock-Managed Project Infrastructure as provided in Subsection A of this section, Douglas County shall not at any time access the Castle Rock-Managed Project Infrastructure or other facilities or property owned or controlled by Castle Rock, except pursuant to the terms, restrictions and conditions set forth in this Agreement.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

C. License Capacity. The total capacity of the Castle Rock-Managed Project Infrastructure is set forth in Exhibit B. The License granted to Douglas County is limited to the percentage share set forth in Subsection A of this Section, which share may not be sold or assigned by Douglas County. If the total capacity of the Castle Rock-Managed Project Infrastructure should ever exceed the amounts set forth in Exhibit B for any reason, as determined by Castle Rock in its sole discretion, the excess capacity shall be allocated between Castle Rock and Douglas County based upon the prorated funding of such capacity until such time as new customers connect to the System and such capacity is allocated to Castle Rock as set forth in Subsection A of this Section.

D. Capacity Restriction. If capacity in the Castle Rock-Managed Project Infrastructure is restricted on account of maintenance, emergencies, force majeure, or legal or regulatory requirements, Castle Rock shall forthwith advise Douglas County of such capacity restriction and the anticipated duration thereof, and apportion capacity in the Castle Rock-Managed Project Infrastructure based upon Douglas County's proportional share of Castle Rock-Managed Project Infrastructure capacity.

E. Limitations. The allocation of costs set forth herein between Castle Rock and Douglas County is intended to apply solely to the costs of designing, constructing, and installing the Castle Rock-Managed Project Infrastructure, and shall not be construed to include costs and fees related to the operation, maintenance, repair, or replacement of the Castle Rock-Managed Project Infrastructure. Such costs and other related terms and conditions, shall be managed by Castle Rock.

F. Warranty. Upon the completion of construction, initial acceptance, and conveyance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall be the sole owner of the Castle Rock-Managed Project Infrastructure and all warranties associated therewith, subject to the rights of Douglas County as further set forth herein. Castle Rock represents and warrants to Douglas County that Castle Rock either has, or will obtain, all necessary right, title and interest in the Castle Rock-Managed Project Infrastructure to convey the License set forth in Subsection A of this Section. Castle Rock does covenant and agree that it shall warrant and forever defend Douglas County in its quiet and peaceful possession of its license rights granted herein against all and every person or persons. In the event that the license or any part thereof is challenged by the person or entity granting rights, interests or title to Castle Rock or any portion thereof, Castle Rock shall, to the extent permitted by law, take all necessary actions to acquire the requisite interest needed to satisfy its obligations hereunder; provided that, for so long as Douglas County has capacity in the System, Douglas County may be required by Castle Rock to pay its proportional share of the costs related to any action taken by Castle Rock if the need for such action is not due to the negligence of Castle Rock.

G. Insurance. Castle Rock shall procure and maintain property insurance for the Castle Rock-Managed Project Infrastructure that is substantially similar to the coverage

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

maintained by Castle Rock for other similar Castle Rock-owned water and wastewater infrastructure. If the Castle Rock-Managed Project Infrastructure is damaged, Castle Rock shall allocate all proceeds from the insurance policy towards repairing the Project Infrastructure

5. RETAIL WASTEWATER SERVICE.

A. Wastewater Collection and Treatment System Capacity. Douglas County shall be allocated licensed capacity in the Castle Rock-Managed Project Infrastructure. Douglas County can make this capacity available for customers in the Service Area. Douglas County and Castle Rock agree that service to future development within the Service Area will be provided in the most cost-effective manner as determined by Castle Rock, as the retail wastewater service provider, and the customer applying for service

B. General Service Requirements. Castle Rock will be the retail provider of wastewater service in the Service Area. With regard to property within the Service Area that (i) is undeveloped as of January 1, 2023, or (ii) is fully developed, but for which approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for the development or redevelopment of such property, which application shall include a request to connect to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. Castle Rock will set an application fee for evaluation of the service options to the property that is the subject of the application and, upon collection of that fee, will evaluate service options for such property. If Douglas County has adequate capacity for Castle Rock to serve the property under the License, Castle Rock will then calculate the amount of System Development Fees that it will charge the applicant for the right to connect to the Castle Rock-Managed Project Infrastructure. Castle Rock will also determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant stating the total System Development Fees that the applicant will be required to pay and identifying the Necessary Improvements that the applicant will be required to provide. Douglas County, as the land use agency for the Service Area, will provide the required review(s) for the development or redevelopment application in accordance with its land use rules and regulations; provided, however, that Douglas County agrees that Castle Rock's rules and regulations regarding water, wastewater, and water conservation, including landscaping, shall take precedence over any Douglas County rules and regulations pertaining to this subject matter. Upon approval by Douglas County of the development or redevelopment application, the payment of all applicable System Development Fees to Castle Rock, and the substantial completion of all Necessary Improvements, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the newly developed or redeveloped property.

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With regard to property within the Service Area that is fully developed as of January 1, 2023, and for which no approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for connection to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. If Douglas County has adequate capacity to serve the property under the License, Castle Rock will then determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant identifying the Necessary Improvements that the applicant will be required to provide. No System Development Fees associated with that portion of the Castle Rock-Managed Project Infrastructure funded by Douglas County will be charged to the applicant, as long as Douglas County has adequate capacity to serve the property with the Castle Rock-Managed Project Infrastructure; provided, however, that if the applicant will be using PCWRA Treatment Capacity and/or any portion of the Castle Rock-Managed Project Infrastructure not funded by Douglas County, Castle Rock will charge and collect from the property owner the PCWRA Treatment System Development Fee and other System Development Fees as appropriate. If Douglas County does not have adequate capacity available, then the application will be treated as if it is an application for the development or redevelopment of property within the Service Area. In such cases, Castle Rock will calculate System Development Fees in a manner similar to how they are calculated for new development or redevelopment. Upon approval by Douglas County of the connection application and the substantial completion of all Necessary Improvements, and, if applicable, the payment of System Development Fees to Castle Rock, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the property.

Each connection shall meet all of Castle Rock's connection requirements, which requirements are generally set forth in Title 13 of the Castle Rock Municipal Code. Such connection shall also meet the PCWRA Code of Rules and Regulations dated May 19, 2020, and adopted by reference pursuant to Section 13.04.020 of the Castle Rock Municipal Code. As consideration for allowing the connection to the Castle Rock-Managed Project Infrastructure, Douglas County will allocate to Castle Rock the pro-rated capacity in the Castle Rock-Managed Project Infrastructure that will be used by new development or redevelopment. The allocation of such capacity shall be memorialized in an annual statement to be provided by Castle Rock to Douglas County by no later than thirty (30) days following the end of each calendar year. Within thirty (30) days following the date upon which all capacity in the Castle Rock-Managed Project Infrastructure has been allocated to Castle Rock pursuant to the terms of this Subsection B, Castle Rock will send Douglas County written notice that the License granted to Douglas County herein is terminated.

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C. Use of System Development Fees. With the exception of System Development Fees or the portion of System Development Fees that is due to Castle Rock, the System Development Fees for Douglas County's licensed capacity will be: (i) reinvested by Douglas County in the design, construction, and installation of additional components of the Castle Rock-Managed Project Infrastructure in the Service Area as recommended by Castle Rock to Douglas County or (ii) returned to Douglas County for other uses as determined in Douglas County's sole discretion. The amount of System Development Fees associated with Douglas County's licensed capacity will be collected, reported, and transferred to Douglas County no less than annually. Based on the amount of System Development Fees collected for Douglas County's licensed capacity, Castle Rock will notify Douglas County as to the specific infrastructure it intends to fund with System Development Fees, along with the estimated costs of such infrastructure. Such notice will be presented to Douglas County annually for its review and approval. A separate intergovernmental agreement will be negotiated and executed by the Parties for each such infrastructure component, identifying the amount of the System Development Fees that Douglas County will agree to use for such purpose. Nothing in this Agreement shall be deemed to require Douglas County to use System Development Fees associated with Douglas County's licensed capacity for expansion of the Castle Rock-Managed Project Infrastructure.

D. Renewable Water Requirement. For new development or redevelopment in the Service Area, Castle Rock will require the developer or redeveloper to provide a renewable water supply for their development or redevelopment as a condition precedent to obtaining a "will serve" letter from Castle Rock to connect to the Castle Rock-Managed Project Infrastructure.

E. Limitations. At such time as Castle Rock agrees to be the retail wastewater provider to any property within the Service Area, any costs and fees related to the operation, maintenance, repair, or replacement of any wastewater infrastructure that Castle Rock owns or comes to own will be assessed in accordance with Castle Rock's standard rate-setting policies and procedures, and shall include a 10% extraterritorial surcharge separate from the process of setting and collecting System Development Fees.

6. AMERICAN RESCUE PLAN ACT PROVISIONS.

A. Acknowledgement. Castle Rock acknowledges and agrees that the funds encumbered by Douglas County to pay for the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, and the acquisition of all easements, rights-of way, and other real property interests necessary and appurtenant thereto, have been provided in accordance with ARPA. The Parties acknowledge that all ARPA Funds) may only be used to cover those eligible costs incurred by Douglas County during the period that begins on March 3, 2021, and ends on December 31, 2024, including costs incurred to make necessary investments in sewer infrastructure. The Parties anticipate that the total amount of

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ARPA Funds available for the Castle Rock-Managed Project Infrastructure shall not exceed $14,000,000.

B. Use of ARPA Funds. Castle Rock shall only utilize ARPA Funds for the purposes described in this Agreement. Castle Rock agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached as Exhibit E. All invoices submitted by Castle Rock to Douglas County pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. Castle Rock shall segregate and specifically identify the time and expenditures billed to Douglas County on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services provided by Castle Rock for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

C. ARPA Deadlines. Douglas County agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed by Castle Rock under this Agreement no later than December 31, 2024. Castle Rock agrees and acknowledges that all services performed by Castle Rock using ARPA Funds must be performed by no later than December 31, 2026.

D. Reporting Requirements. To the extent that Castle Rock's services hereunder contemplate the spending of ARPA Funds, Castle Rock shall provide to Douglas County information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Castle Rock shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by Douglas County. Castle Rock shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as Castle Rock.

E. Inspection of Records. Castle Rock shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of Douglas County or of the Federal government, including the Special Inspector General for Pandemic Recovery, have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to Castle Rock's use of ARPA Funds pursuant to this Agreement. Castle Rock shall cooperate with Federal and Douglas County representatives and such representatives shall be granted access to the foregoing documents and

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information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations. No examination of records and audits pursuant to this section shall require Castle Rock to make disclosures in violation of state or federal privacy laws.

7. DEFAULT/REMEDIES. In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default or, if such default is not capable of being cured within thirty (30) days, cure of such default shall commence and be diligently pursued. In no event shall the cure period exceed thirty (30) days for monetary defaults, or sixty (60) days for non-monetary defaults, except by written consent of the non-defaulting party. In the event the defaulting party has failed to cure in accordance with this Section, the non-defaulting party may pursue all available remedies at law or equity. In addition, Castle Rock shall have the ability to withhold services to manage the design and construction of the Project Infrastructure due to a monetary default by Douglas County.

8. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

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F. Assignability. This Agreement and the License granted herein may not be assigned, pledged or transferred, in whole or in part, without the express written consent of the other Party which consent shall not be unreasonably withheld.

G. No Public Dedication/No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third-party beneficiary interests are created nor intended to be created by this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

If to Castle Rock: Town of Castle Rock
Attn: Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

with copy to: Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

If to Douglas County: Douglas County
Attn: Special Projects Manager
100 Third Street
Castle Rock, CO 80104

with copy to: Douglas County
Attn: County Attorney
100 Third Street
Castle Rock, CO 80104

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

K. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for county in which a Party has its principal place of business.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Non-Severability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portions) that as near as possible give effect to any stricken portion(s).

Q. Force Majeure. Each Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; action of the government (except the parties hereto); war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provided further, that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the Party not performing.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

(Signature pages to follow)

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

DS

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...

Jason Gray, Mayor

Approved as to form:

DocuSigned by:
F7347F32A6794D1...

Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
FEA6D2E651B241D...

Mark Marlowe, Director Castle Rock Water

STATE OF COLORADO)
) *ss.*
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this 8th day of July, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

DS

Witness my official hand and seal.

My commission expires: 9/30/2024

DocuSigned by:
9C2E9ABFE4401A3...

Notary Public

DAN#20084033388-459132

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

_____ _____

_____ _____

Approved as to form:

_____

_____

STATE OF COLORADO)
) *ss.*
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this __ day of _____, 2024, by _____ for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:

_____
Notary Public

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY: n/a

DATE:

APPROVED AS TO FISCAL CONTENT:

BY: Signed by: Andrew Copland 19B6927A7A3A4AC...

Andrew Copland

Director of Finance

DATE: **8/23/2024**

APPROVED AS TO LEGAL FORM:

BY: DocuSigned by: Christopher Pratt 573DD015549D4F7...

Christopher Pratt

Sr. Asst. Cty. Atty.

DATE: **8/22/2024**

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ATTEST:

Signed by:

DocuSigned by:
Hayley Hall
166E3E33F00249B...

Hayley Hall Clerk to the Board

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this 23rd day of August, 2024, by George Teal for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:
2/8/25

Notary Public

AMY T. WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974000634
MY COMMISSION EXPIRES 2/8/2025

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 2nd day of July, 2024 (the "Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Castle Rock"), and the Board of County Commissioners of the County of Douglas ("Douglas County"), (each, individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

WHEREAS, Castle Rock operates a wastewater collection system and owns wastewater treatment capacity in the Plum Creek Water Reclamation Authority ("PCWRA") treatment facility to provide retail wastewater service to its customers; and

WHEREAS, Douglas County desires to utilize American Rescue Plan Act funding to design and construct a wastewater collection and treatment system along the Highway 85 corridor (the "Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System" or "System") in Douglas County, extending from the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, which System will allow all treated wastewater to be collected and reused in Douglas County to the maximum extent allowed by law; and

WHEREAS, Castle Rock and Douglas County believe that the System will help to ensure that all available reusable water supplies are reused within Douglas County to extinction, thereby extending the life of the Denver Basin aquifer; and

WHEREAS, Castle Rock and Douglas County believe that the System will help encourage and enable the future connection of properties along the Highway 85 corridor to renewable water supplies; and

WHEREAS, Castle Rock and Douglas County believe the System will encourage additional regional infrastructure and intergovernmental partnerships that will provide future benefits by expanding the use and availability of reusable and renewable water supplies in Douglas County and by creating economies of scale to keep down costs for all users of water and wastewater in the region; and

WHEREAS, Castle Rock and Douglas County believe the System will avoid the future proliferation of small, underfunded water and sanitation districts in this part of Douglas County; and

WHEREAS, Castle Rock and Douglas County believe the System will provide opportunities for collaboration in the development of recreational trails and facilities along the

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Highway 85 corridor, including a trail that will eventually extend from Castle Rock to Chatfield Reservoir; and

WHEREAS, Castle Rock has the experienced project engineering and management staff that are needed to help Douglas County construct the System; and

WHEREAS, Castle Rock also has the operational capacity and experience to own, operate, maintain, and, if necessary, replace the System, and/or manage the contracting for these services, for the benefit of the future customers of the System in unincorporated Douglas County; and

WHEREAS, Castle Rock is willing to make available at cost, plus an extraterritorial surcharge, wastewater treatment capacity it owns in the PCWRA treatment facility to serve customers of the System, but only if this proves to be the most cost-effective method of providing such service; and

WHEREAS, Castle Rock is willing to use its project engineering and management expertise to design and construct a System for Douglas County and to give Douglas County full authority to allocate capacity in the System to existing and future customers of the System; and

WHEREAS, Douglas County further desires to utilize American Rescue Plan Act funding to obtain easements to facilitate the construction, operation, and maintenance of the System along Plum Creek, which easements can exist in combination with existing and future trails, thereby expanding recreational amenities for Douglas County residents; and

WHEREAS, Castle Rock has the ability to acquire these easements on behalf of Douglas County; and

WHEREAS, Douglas County and Castle Rock believe the System will improve water quality in Plum Creek and Chatfield Reservoir, both of which are drinking water sources for Douglas County and Castle Rock, by eliminating failing wastewater lagoon systems and, eventually, septic systems; and

WHEREAS, Douglas County believes that the System will stimulate economic development and growth in the Highway 85 corridor; and

WHEREAS, based upon the foregoing reasons, the Parties find and determine that it is in the best interests of their respective customers and citizens to enter into this Agreement.

NOW, THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

1. DEFINITIONS.

The following terms, when capitalized, shall have the meanings indicated:

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

A. "ARPA Funds" shall mean funds encumbered by Douglas County in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act ("ARPA"), Public Law No. 117-2 (March 11, 2021), together with all rules and regulations promulgated thereunder.

B. "Castle Rock-Managed Project Infrastructure" means that portion of the Project Infrastructure for which Castle Rock will manage the design, construction, and installation, including the Sedalia Lift Station and Force Main, which Infrastructure shall be used for the purpose of collecting wastewater from the Service Area for treatment at the PCWRA wastewater treatment facility using the PCWRA Treatment Capacity.

C. "Collection System" means that portion of the Project Infrastructure utilized for the collection and delivery of wastewater to the PCWRA wastewater treatment facility using PCWRA Treatment Capacity.

D. "Collection System Development Fee" means the fee that Castle Rock will charge to those persons seeking to develop or redevelop property within the Service Area for the right to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System. Said fee shall be charged for the purpose of defraying all costs associated with the design and construction of the Collection System and any improvements thereto, and shall consist of: (i) the capital recovery fee, which shall be calculated based on the Final Infrastructure Costs for the Collection System, (ii) the capital improvement fee, which shall be calculated based on the costs of increasing the capacity of the Collection System as may be necessary to serve new development or redevelopment in the Service Area, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant. All revenues generated by the Collection System Development Fee that reimburse Douglas County for its investment in the System shall be invested by Castle Rock in the Collection System. All other revenues generated by such Fee shall be retained by Castle Rock.

E. "Collection System Treatment Capacity" means that portion of the PCWRA Treatment Capacity actually used in the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

F. "Collection System Treatment Facility" means any treatment works, as defined in section 212 of the Federal Clean Water Act (33 U.S.C. §§1251, *et seq*.), that currently exists and is used to provide treatment capacity for the Project and/or is designed and constructed as part of the Project to be used in the storage, treatment, recycling, reuse, and reclamation of domestic and/or industrial wastewater generated by customers of the System for purposes of complying with the Federal Clean Water Act.

G. "Collection System Treatment Facility Development Fee" means the fee that Castle Rock will charge to those persons seeking to develop or redevelop property within

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

the Service Area for the right to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System. Said Fee shall be charged for the purpose of defraying all costs associated with design and construction of Collection System Treatment Facility and any improvements thereto, and shall consist of: (i) the capital recovery fee, which shall be calculated based on the Final Infrastructure Costs for the Collection System Treatment Facility, (ii) the capital improvement fee, which shall be calculated based on the costs of increasing the capacity of the Collection System Treatment Facility as may be necessary to serve new development or redevelopment in the Service Area, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant. All revenues generated by the Collection System Treatment Facility Development Fee will be retained by Castle Rock.

H. "Estimated Castle Rock-Managed Project Infrastructure Costs" means the estimated costs of designing, constructing and installing the Castle Rock-Managed Project Infrastructure, as more particularly described in the attached Exhibit A.

I. "Extraterritorial Surcharge" means the ten percent (10%) surcharge that Castle Rock will add to the Collection System Development Fees, the Collection System Treatment Facility Development Fees, the PCWRA Treatment System Development Fee, and all other rates and fees charged by Castle Rock in providing extraterritorial retail wastewater service to System customers.

J. "Final Castle Rock-Managed Project Infrastructure Costs" means the final costs of designing, constructing and installing the Castle Rock-Managed Project Infrastructure, as more particularly described in the amended Exhibit A.

K. "MGD" means million gallons per day.

L. "Necessary Improvement" means any improvement to the Castle Rock-Managed Project Infrastructure, (i) the construction or installation of which Castle Rock reasonably deems to be a necessary prerequisite for any person seeking to develop or redevelop property within the Service Area to connect to the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System, and (ii) which is in addition to those improvements to the Castle Rock-Managed Project Infrastructure that are funded by Collection System Development Fees or Collection System Treatment Facility Development Fees.

M. "PCWRA Treatment Capacity" means wastewater treatment capacity that Castle Rock owns in the PCWRA wastewater treatment facility, which capacity may be used in the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

N. "PCWRA Treatment System Development Fee" means the fee that Castle Rock will charge and collect from Douglas County or existing and/or future customers that connect to the Castle Rock-Managed Highway 85 Wastewater Collection and

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

Treatment System and use PCWRA Treatment Capacity for the purpose of defraying all costs associated with connecting to the PCWRA wastewater treatment facility. Said Fee shall consist of: (i) the capital recovery fee, which shall be calculated based on the amount of PCWRA Treatment Capacity required for a Single-Family Equivalent and retained by Castle Rock and (ii) the Extraterritorial Surcharge, which shall be retained by Castle Rock as reimbursement for the value of its Treatment Capacity in the PCWRA treatment facility. The current fee is set at $4,900 per Single Family Equivalent and shall be adjusted each year based on Castle Rock's annual study of rates and fees.

O. "Project" means the design, construction, and installation of the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System.

P. "Project Infrastructure" means the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System, all as more particularly identified in the description attached as Exhibit B and shown on the map attached as Exhibit B-1.

Q. "Project Management Fee" means the fee that Castle Rock charges Douglas County to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, which fee shall be equal to one percent (1%) of the Douglas County share of the Project costs.

R. "Reusable Water" means wastewater from water rights that can be used and reused to extinction, which wastewater shall be put into the Castle Rock-Managed Project Infrastructure and, thereby, made available for purchase by Castle Rock.

S. "Service Area" means the area located in unincorporated Douglas County within which Castle Rock will provide retail wastewater service through the Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System as shown on the map attached as Exhibit C. Upon the delivery of written notice thereof to Castle Rock, Douglas County may designate additional property in unincorporated Douglas County to be included within the Service Area, subject to the availability of sufficient capacity in the System to serve such property.

T. "Single Family Equivalent" means the relative measure of demand placed on any wastewater facility or infrastructure by an average single-family residential unit.

U. "System Development Fees" means, collectively and individually, as applicable, Collection System Development Fees, Collection System Treatment Facility Development Fees, and PCWRA Treatment System Development Fees.

2. DESCRIPTION OF PROJECT.

A. Consideration. Douglas County agrees to use available American Rescue Plan Act funds to help: (i) finance the design, construction, and installation of a wastewater collection and treatment system along the Highway 85 corridor, extending

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

approximately from south of the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, and (ii) acquire all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the System. In consideration of obtaining access to available Reusable Water in the Service Area and the payment by Douglas County of fourteen million dollars ($14,000,000.00) of ARPA Funds for the design, construction, and installation of Project Infrastructure and the Project Management Fee, Castle Rock agrees to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure. Douglas County acknowledges and understands that Castle Rock is in the process of negotiating additional agreements that will be required to ensure the design and construction of a complete wastewater collection and treatment system. If, for whatever reason, Castle Rock is unable to consummate these agreements, Castle Rock will work with Douglas County to amend and/or terminate this Agreement as may be necessary.

B. Ownership. Upon the substantial completion of construction and the initial acceptance of the Castle Rock-Managed Project Infrastructure by Douglas County and Castle Rock, ownership of the Castle Rock-Managed Project Infrastructure shall be conveyed to Castle Rock by the general contractor of the Project, along with all warranties associated therewith. Thereafter, Castle Rock agrees to own, operate, maintain, repair and replace the Castle Rock-Managed Project Infrastructure. Castle Rock further agrees to own, operate, maintain, repair and replace any wastewater collection infrastructure that is paid for by, and built to serve any new or existing development connecting to the Castle Rock Managed Project Infrastructure and to provide retail wastewater service to those Douglas County residents within the Service Area who connect to the Castle Rock-Managed Project Infrastructure.

3. PROJECT DESIGN, CONSTRUCTION, AND INSTALLATION.

A. Costs. The Estimated Castle Rock-Managed Project Infrastructure Costs, as shown in Exhibit A, shall include, without limitation, the following costs incurred by Castle Rock: (i) staff time spent administering the work set forth herein, which time shall be accounted for within the Project Management Fee; (ii) design of the Castle Rock-Managed Project Infrastructure; (iii) easement research and acquisition, and any right-of-way or other permitting fees; and (iv) construction and contract management. Castle Rock shall track all costs incurred during the course of the designing, constructing, and installing the Castle Rock-Managed Project Infrastructure; provided, however, that Douglas County acknowledges and agrees that Castle Rock staff time shall not be tracked. The total ARPA Funds that Douglas County will provide for the Castle Rock-Managed Project Infrastructure is fourteen million dollars ($14,000,000.00).

B. Change Orders. Douglas County acknowledges and agrees that the Estimated Castle Rock-Managed Project Infrastructure Costs may increase at any time during the design, construction or installation of the Castle Rock-Managed Project Infrastructure. Castle Rock shall provide updated Estimated Castle Rock-Managed

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Project Infrastructure Costs to Douglas County on a quarterly basis through completion of the Castle Rock-Managed Project Infrastructure. Upon completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall prepare an amended Exhibit A showing the Final Castle Rock-Managed Project Infrastructure Costs. Upon agreement of the Parties as to the amount of the Final Castle Rock-Managed Project Infrastructure Costs, the amended Exhibit A shall be substituted for the original Exhibit A and shall be incorporated into this Agreement.

C. Scope of Work. The general proposed scope of work for the Project Infrastructure and the estimated timeline are provided in the attached Exhibit D (the "Scope of Work").

D. Examination of Records; Dispute Resolution. At Douglas County's request, Castle Rock shall provide records relating to the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, including copies of each draw request from the general contractor, together with paid invoices or such other documentation as may be available and reasonably requested for Douglas County to verify the Final Castle Rock-Managed Project Infrastructure Costs. The Parties shall cooperate to resolve any disputes concerning the Final Castle Rock-Managed Project Infrastructure Costs. If the Parties are unable to resolve their dispute informally, they shall submit the dispute to non-binding mediation before a mutually agreeable mediator. If the Parties remain unable to resolve their dispute within sixty (60) days of commencing mediation, the Parties may pursue any remedies lawfully available to them.

E. Costs in Excess of Contingency. Castle Rock shall administer the Castle Rock-Managed Project Infrastructure in substantially the same manner and with the same care as other Castle Rock design and construction projects of a similar scope and nature. Castle Rock shall manage all change orders and costs adjustments within a contingency amount agreed to by the Parties. Adjusted cost estimates will be made based upon actual construction bids or change orders. If the Estimated Castle Rock-Managed Project Infrastructure Costs need to be adjusted over and above the contingency amount, Castle Rock shall give written notice to Douglas County. Douglas County shall have 30 days to provide approval of such additional costs. If Douglas County does not approve the additional costs, the Parties will meet to review and identify opportunities to decrease the overall Scope of Work to bring the Estimated Castle Rock-Managed Project Infrastructure Costs within the amount of funding available under ARPA. If the Parties cannot identify opportunities to decrease the overall Scope of Work and Estimated Castle Rock-Managed Project Infrastructure Costs, then the Parties agree to submit the dispute to non-binding mediation as provided in Subsection D of this Section.

F. Easements. Castle Rock agrees to undertake the acquisition of all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the Castle

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Rock-Managed Project Infrastructure. All such real property interests shall be granted to Castle Rock at the time of acquisition. In addition, provision shall be made for recreational trail easements in locations consistent with Douglas County's draft Plum Creek Regional Trail feasibility study. Any trail easements acquired by Castle Rock for this purpose shall be granted to Douglas County at the time of acquisition. Wherever feasible, such easements may be non-exclusive and occupy the same location as the real property interests granted to Castle Rock pursuant to this Subsection F.

G. Contract Solicitation. Castle Rock will undertake the bidding and contracting for design, property acquisition, and construction services utilizing its standard design and construction contracting processes. Selected consultants and contractors will be provided to Douglas County by Castle Rock for Douglas County' concurrence prior to the signing of each contract. Douglas County shall fully fund each contract prior to award by Castle Rock and partially fund any remaining contract until the full amount of ARPA funds allocated to this Project has been invested in the Castle Rock-Managed Project Infrastructure. For any construction contract, the Parties will enter into a separate agreement to establish an escrow account, which account shall be funded by Douglas County to the appropriate amount of each such contract, plus a reasonable contingency. This escrow account will be used for payment of all invoices for each such contract. The Parties acknowledge and agree that the construction of the Castle Rock-Managed Project Infrastructure may be phased as the Parties may deem appropriate, and that separate construction contracts may be entered into for each phase of the Castle Rock-Managed Project Infrastructure.

H. Escrow. Castle Rock will review and approve all consultant and contractor invoices that are funded with ARPA Funds and then forward said invoices to Douglas County for approval on a monthly basis. Douglas County will review and approve said invoices within fifteen (15) days following receipt of the invoice and then submit the approved invoices to the escrow agent for payment to the contractor. Payment from the escrow account shall be made in full within thirty (30) days following receipt of the invoice from the contractor.

I Insurance. Castle Rock will require each Project contractor to procure and maintain the following types and amounts of insurance in accordance with the requirements of Castle Rock's purchasing policies, with each policy to be issued to include Douglas County, its officers and employees, as and additional named insured:

(i) Commercial General Liability Insurance, including coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate.

(ii) Comprehensive Automobile Liability Insurance, including coverage for each of the contractor's owned, hired and/or non-owned vehicles assigned

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to or used in performance of the services, with minimum combined single limits for bodily injury and property damage of not less than $1,000,000 for each occurrence and $1,000,000 aggregate.

(iii) Workers' Compensation Insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under the contract, and Employer's Liability insurance with minimum limits of $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee.

(iv) Builder's Risk or Installation Floater Policy, at Castle Rock's discretion, in an amount equal to the value of the Project where the possibility exists of loss or damage to the Project (for the construction contract only).

(v) Professional Liability Insurance, including coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate (for the design contract only).

4. CAPACITY ALLOCATION.

A. Capacity Reservation and Allocation. Concurrent with the substantial completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall grant Douglas County a license for Douglas County's proportional share in the permanent capacity of the Castle Rock-Managed Project Infrastructure (the "License"). Castle Rock will retain all other capacity in the Castle Rock-Managed Project Infrastructure. This will result in an estimated initial allocation of permanent capacity in the System of 5% for Castle Rock and 95% for Douglas County. A final allocation shall be determined by the Parties at the time of final design of the Castle Rock-Managed Project Infrastructure. As new customers connect to the Castle Rock-Managed Project Infrastructure, Castle Rock's share of the allocation of permanent capacity shall increase, while Douglas County's share of the allocation of permanent capacity will decrease, by the amount of permanent capacity needed to serve each new customer.

B. Access Restriction. The Parties acknowledge and agree that the License granted herein is for capacity in the Castle Rock-Managed Project Infrastructure only. Following the transfer of ownership of Castle Rock-Managed Project Infrastructure as provided in Subsection A of this section, Douglas County shall not at any time access the Castle Rock-Managed Project Infrastructure or other facilities or property owned or controlled by Castle Rock, except pursuant to the terms, restrictions and conditions set forth in this Agreement.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

C. License Capacity. The total capacity of the Castle Rock-Managed Project Infrastructure is set forth in Exhibit B. The License granted to Douglas County is limited to the percentage share set forth in Subsection A of this Section, which share may not be sold or assigned by Douglas County. If the total capacity of the Castle Rock-Managed Project Infrastructure should ever exceed the amounts set forth in Exhibit B for any reason, as determined by Castle Rock in its sole discretion, the excess capacity shall be allocated between Castle Rock and Douglas County based upon the prorated funding of such capacity until such time as new customers connect to the System and such capacity is allocated to Castle Rock as set forth in Subsection A of this Section.

D. Capacity Restriction. If capacity in the Castle Rock-Managed Project Infrastructure is restricted on account of maintenance, emergencies, force majeure, or legal or regulatory requirements, Castle Rock shall forthwith advise Douglas County of such capacity restriction and the anticipated duration thereof, and apportion capacity in the Castle Rock-Managed Project Infrastructure based upon Douglas County's proportional share of Castle Rock-Managed Project Infrastructure capacity.

E. Limitations. The allocation of costs set forth herein between Castle Rock and Douglas County is intended to apply solely to the costs of designing, constructing, and installing the Castle Rock-Managed Project Infrastructure, and shall not be construed to include costs and fees related to the operation, maintenance, repair, or replacement of the Castle Rock-Managed Project Infrastructure. Such costs and other related terms and conditions, shall be managed by Castle Rock.

F. Warranty. Upon the completion of construction, initial acceptance, and conveyance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall be the sole owner of the Castle Rock-Managed Project Infrastructure and all warranties associated therewith, subject to the rights of Douglas County as further set forth herein. Castle Rock represents and warrants to Douglas County that Castle Rock either has, or will obtain, all necessary right, title and interest in the Castle Rock-Managed Project Infrastructure to convey the License set forth in Subsection A of this Section. Castle Rock does covenant and agree that it shall warrant and forever defend Douglas County in its quiet and peaceful possession of its license rights granted herein against all and every person or persons. In the event that the license or any part thereof is challenged by the person or entity granting rights, interests or title to Castle Rock or any portion thereof, Castle Rock shall, to the extent permitted by law, take all necessary actions to acquire the requisite interest needed to satisfy its obligations hereunder; provided that, for so long as Douglas County has capacity in the System, Douglas County may be required by Castle Rock to pay its proportional share of the costs related to any action taken by Castle Rock if the need for such action is not due to the negligence of Castle Rock.

G. Insurance. Castle Rock shall procure and maintain property insurance for the Castle Rock-Managed Project Infrastructure that is substantially similar to the coverage

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maintained by Castle Rock for other similar Castle Rock-owned water and wastewater infrastructure. If the Castle Rock-Managed Project Infrastructure is damaged, Castle Rock shall allocate all proceeds from the insurance policy towards repairing the Project Infrastructure

5. RETAIL WASTEWATER SERVICE.

A. Wastewater Collection and Treatment System Capacity. Douglas County shall be allocated licensed capacity in the Castle Rock-Managed Project Infrastructure. Douglas County can make this capacity available for customers in the Service Area. Douglas County and Castle Rock agree that service to future development within the Service Area will be provided in the most cost-effective manner as determined by Castle Rock, as the retail wastewater service provider, and the customer applying for service

B. General Service Requirements. Castle Rock will be the retail provider of wastewater service in the Service Area. With regard to property within the Service Area that (i) is undeveloped as of January 1, 2023, or (ii) is fully developed, but for which approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for the development or redevelopment of such property, which application shall include a request to connect to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. Castle Rock will set an application fee for evaluation of the service options to the property that is the subject of the application and, upon collection of that fee, will evaluate service options for such property. If Douglas County has adequate capacity for Castle Rock to serve the property under the License, Castle Rock will then calculate the amount of System Development Fees that it will charge the applicant for the right to connect to the Castle Rock-Managed Project Infrastructure. Castle Rock will also determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant stating the total System Development Fees that the applicant will be required to pay and identifying the Necessary Improvements that the applicant will be required to provide. Douglas County, as the land use agency for the Service Area, will provide the required review(s) for the development or redevelopment application in accordance with its land use rules and regulations; provided, however, that Douglas County agrees that Castle Rock's rules and regulations regarding water, wastewater, and water conservation, including landscaping, shall take precedence over any Douglas County rules and regulations pertaining to this subject matter. Upon approval by Douglas County of the development or redevelopment application, the payment of all applicable System Development Fees to Castle Rock, and the substantial completion of all Necessary Improvements, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the newly developed or redeveloped property.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

With regard to property within the Service Area that is fully developed as of January 1, 2023, and for which no approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for connection to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. If Douglas County has adequate capacity to serve the property under the License, Castle Rock will then determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant identifying the Necessary Improvements that the applicant will be required to provide. No System Development Fees associated with that portion of the Castle Rock-Managed Project Infrastructure funded by Douglas County will be charged to the applicant, as long as Douglas County has adequate capacity to serve the property with the Castle Rock-Managed Project Infrastructure; provided, however, that if the applicant will be using PCWRA Treatment Capacity and/or any portion of the Castle Rock-Managed Project Infrastructure not funded by Douglas County, Castle Rock will charge and collect from the property owner the PCWRA Treatment System Development Fee and other System Development Fees as appropriate. If Douglas County does not have adequate capacity available, then the application will be treated as if it is an application for the development or redevelopment of property within the Service Area. In such cases, Castle Rock will calculate System Development Fees in a manner similar to how they are calculated for new development or redevelopment. Upon approval by Douglas County of the connection application and the substantial completion of all Necessary Improvements, and, if applicable, the payment of System Development Fees to Castle Rock, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the property.

Each connection shall meet all of Castle Rock's connection requirements, which requirements are generally set forth in Title 13 of the Castle Rock Municipal Code. Such connection shall also meet the PCWRA Code of Rules and Regulations dated May 19, 2020, and adopted by reference pursuant to Section 13.04.020 of the Castle Rock Municipal Code. As consideration for allowing the connection to the Castle Rock-Managed Project Infrastructure, Douglas County will allocate to Castle Rock the pro-rated capacity in the Castle Rock-Managed Project Infrastructure that will be used by new development or redevelopment. The allocation of such capacity shall be memorialized in an annual statement to be provided by Castle Rock to Douglas County by no later than thirty (30) days following the end of each calendar year. Within thirty (30) days following the date upon which all capacity in the Castle Rock-Managed Project Infrastructure has been allocated to Castle Rock pursuant to the terms of this Subsection B, Castle Rock will send Douglas County written notice that the License granted to Douglas County herein is terminated.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

C. Use of System Development Fees. With the exception of System Development Fees or the portion of System Development Fees that is due to Castle Rock, the System Development Fees for Douglas County's licensed capacity will be: (i) reinvested by Douglas County in the design, construction, and installation of additional components of the Castle Rock-Managed Project Infrastructure in the Service Area as recommended by Castle Rock to Douglas County or (ii) returned to Douglas County for other uses as determined in Douglas County's sole discretion. The amount of System Development Fees associated with Douglas County's licensed capacity will be collected, reported, and transferred to Douglas County no less than annually. Based on the amount of System Development Fees collected for Douglas County's licensed capacity, Castle Rock will notify Douglas County as to the specific infrastructure it intends to fund with System Development Fees, along with the estimated costs of such infrastructure. Such notice will be presented to Douglas County annually for its review and approval. A separate intergovernmental agreement will be negotiated and executed by the Parties for each such infrastructure component, identifying the amount of the System Development Fees that Douglas County will agree to use for such purpose. Nothing in this Agreement shall be deemed to require Douglas County to use System Development Fees associated with Douglas County's licensed capacity for expansion of the Castle Rock-Managed Project Infrastructure.

D. Renewable Water Requirement. For new development or redevelopment in the Service Area, Castle Rock will require the developer or redeveloper to provide a renewable water supply for their development or redevelopment as a condition precedent to obtaining a "will serve" letter from Castle Rock to connect to the Castle Rock-Managed Project Infrastructure.

E. Limitations. At such time as Castle Rock agrees to be the retail wastewater provider to any property within the Service Area, any costs and fees related to the operation, maintenance, repair, or replacement of any wastewater infrastructure that Castle Rock owns or comes to own will be assessed in accordance with Castle Rock's standard rate-setting policies and procedures, and shall include a 10% extraterritorial surcharge separate from the process of setting and collecting System Development Fees.

6. AMERICAN RESCUE PLAN ACT PROVISIONS.

A. Acknowledgement. Castle Rock acknowledges and agrees that the funds encumbered by Douglas County to pay for the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, and the acquisition of all easements, rights-of way, and other real property interests necessary and appurtenant thereto, have been provided in accordance with ARPA. The Parties acknowledge that all ARPA Funds) may only be used to cover those eligible costs incurred by Douglas County during the period that begins on March 3, 2021, and ends on December 31, 2024, including costs incurred to make necessary investments in sewer infrastructure. The Parties anticipate that the total amount of

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ARPA Funds available for the Castle Rock-Managed Project Infrastructure shall not exceed $14,000,000.

B. Use of ARPA Funds. Castle Rock shall only utilize ARPA Funds for the purposes described in this Agreement. Castle Rock agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached as Exhibit E. All invoices submitted by Castle Rock to Douglas County pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. Castle Rock shall segregate and specifically identify the time and expenditures billed to Douglas County on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services provided by Castle Rock for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

C. ARPA Deadlines. Douglas County agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed by Castle Rock under this Agreement no later than December 31, 2024. Castle Rock agrees and acknowledges that all services performed by Castle Rock using ARPA Funds must be performed by no later than December 31, 2026.

D. Reporting Requirements. To the extent that Castle Rock's services hereunder contemplate the spending of ARPA Funds, Castle Rock shall provide to Douglas County information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Castle Rock shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by Douglas County. Castle Rock shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as Castle Rock.

E. Inspection of Records. Castle Rock shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of Douglas County or of the Federal government, including the Special Inspector General for Pandemic Recovery, have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to Castle Rock's use of ARPA Funds pursuant to this Agreement. Castle Rock shall cooperate with Federal and Douglas County representatives and such representatives shall be granted access to the foregoing documents and

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations. No examination of records and audits pursuant to this section shall require Castle Rock to make disclosures in violation of state or federal privacy laws.

7. DEFAULT/REMEDIES. In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default or, if such default is not capable of being cured within thirty (30) days, cure of such default shall commence and be diligently pursued. In no event shall the cure period exceed thirty (30) days for monetary defaults, or sixty (60) days for non-monetary defaults, except by written consent of the non-defaulting party. In the event the defaulting party has failed to cure in accordance with this Section, the non-defaulting party may pursue all available remedies at law or equity. In addition, Castle Rock shall have the ability to withhold services to manage the design and construction of the Project Infrastructure due to a monetary default by Douglas County.

8. MISCELLANEOUS.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

F. Assignability. This Agreement and the License granted herein may not be assigned, pledged or transferred, in whole or in part, without the express written consent of the other Party which consent shall not be unreasonably withheld.

G. No Public Dedication/No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third-party beneficiary interests are created nor intended to be created by this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

If to Castle Rock: Town of Castle Rock
Attn: Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

with copy to: Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

If to Douglas County: Douglas County
Attn: Special Projects Manager
100 Third Street
Castle Rock, CO 80104

with copy to: Douglas County
Attn: County Attorney
100 Third Street
Castle Rock, CO 80104

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

K. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for county in which a Party has its principal place of business.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Non-Severability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portions) that as near as possible give effect to any stricken portion(s).

Q. Force Majeure. Each Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; action of the government (except the parties hereto); war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provided further, that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the Party not performing.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

(Signature pages to follow)

DS

ATTEST:

DocuSigned by:
298A8A4EDEE34AF...

Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
A7938A42F3A848A...

Jason Gray, Mayor

Approved as to form:

DocuSigned by:
F7347F32A6794D1...

Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
FEA6D2E651B241D...

Mark Marlowe, Director Castle Rock Water

STATE OF COLORADO)
) *ss.*
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this 8th day of July, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

DS

Witness my official hand and seal.

My commission expires: 9/30/2024

DocuSigned by:
9C2E9ABFE4D1A3...

Notary Public

DAN#20084033388-459132

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

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ATTEST:

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

_____ _____

_____ _____

Approved as to form:

_____

_____

STATE OF COLORADO)
) *ss.*
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this __ day of _____, 2024, by _____ for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:

_____
Notary Public

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

BY: n/a

DATE:

APPROVED AS TO FISCAL CONTENT:

BY: Signed by: Andrew Copland 19B6927A7A3A4AC...

Andrew Copland

Director of Finance

DATE: **8/23/2024**

APPROVED AS TO LEGAL FORM:

BY: DocuSigned by: Christopher Pratt 573DD015549D4F7...

Christopher Pratt

Sr. Asst. Cty. Atty.

DATE: **8/22/2024**

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

ATTEST:

Signed by:

DocuSigned by:
Hayley Hall
166E3E33F00249B...

Hayley Hall Clerk to the Board

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this 23rd day of August, 2024, by George Teal for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:
2/8/25

Notary Public

AMY T. WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974000634
MY COMMISSION EXPIRES 2/8/2025

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TOWN OF CASTLE ROCK COLORADO	**SUBJECT: APPENDIX J – SOLE SOURCE JUSTIFICATION FORM**	**Approval Date** 1/1/2018
	DIVISION AND POLICY NUMBER **PURCHASING**	**Revision Date** 9/16/2022

COMMODITY OR SERVICE Pump Station Renovation Project for Red Hawk Ridge Golf Course

VENDOR Watertronics LLC

AMOUNT OF PURCHASE $ 429,709 + 10% Town Managed Contingency $42,970 = $472,679

REQUESTORS NAME Jon Holland, Golf Maintenance Superintendent

DEPARTMENT Parks and Recreation Department

DEPARTMENT DIRECTOR's Approval DS JB

FINANCE DEPARTMENT's Approval DS TM

TOWN MANAGER's (or Designee) Approval Initial DC

TOWN COUNCIL's Approval, when necessary

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.	☐
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.	☒
3. Emergency purchases where the well-being of the citizens, employees or Town property may be endangered if the purchase is delayed.	☐
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.	☐

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Per Municipal Code 3.02.060:

Purchases over one thousand dollars ($1,000.00) and up to and including five thousand dollars ($5,000.00) require three (3) verbal bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over five thousand dollars ($5,000.00) and up to seventy-five thousand dollars ($75,000.00) require three (3) informal written bids unless approved by the Town Manager on the basis of sole source, emergency or unresponsive bidders.

Purchases over seventy-five thousand dollars ($75,000.00) require formal written sealed bids unless waived by the Town Manager for purchases up to and including two hundred fifty thousand dollars ($250,000.00) or by Town Council for purchases over two hundred fifty thousand dollars ($250,000.00) on the basis of sole source, emergency or unresponsive bidders.

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

The pump station renovation is a priority in Red Hawk's 5-year capital plan, essential for maintaining course quality, improving water efficiency, and supporting sustainability goals. Staff recommends sole sourcing Watertronics due to its proven performance, seamless integration with existing systems, and market leadership. Watertronics is the recognized standard for golf course pump stations in Colorado, with installations at premier facilities including Castle Pines, Flatirons, and Broken Tee. Their systems are factory-tested, engineered for longevity, and compatible with central irrigation controls. The proposed upgrade includes advanced remote management, energy-efficient components, and ongoing support through their national Pump Service Network. With over 14,000 installations worldwide, Watertronics brings unmatched experience and reliability. Choosing Watertronics ensures a high-performance, low-maintenance solution that will reduce lifecycle costs, minimize downtime, and reinforce Red Hawk Ridge's reputation for excellence.