



**Castle Rock Water Commission
Agenda - Final-Amended**

David Hammelman, Chair
Tony Rathbun, Vice Chair
Angie Brown
Brian Gaddie
KiKi Miller
Melanie Penoyar-Perez
Cortland Wolfe

Wednesday, May 22, 2024

6:00 PM

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

This meeting is open to the public and will be held in a hybrid format in accordance with Town Council Electronic Participation, Connected, and Hybrid Meeting Policy. The in-person meeting will be held at 171 Kellogg Ct. Castle Rock CO 80109 or this meeting can be accessed online at:

**<https://crgov.webex.com/crgov/j.php?MTID=m1c4152be8878a7c48653a68b5d413936>
the Meeting password: **May22CRWC (62922279 from video systems)** or phone in by calling (720) 650-7664, meeting code 2489 009 6246. One or more Council members may also attend this meeting, during which the items listed herein will be discussed.**

6:00 pm CALL TO ORDER / ROLL CALL

COUNCIL UPDATE

COMMISSION COMMENTS

UPDATE ON DOUGLAS COUNTY WATER COMMISSION

ADMINISTRATIVE BUSINESS

- 1. [WC 2024-042](#) Approval of the April 24, 2024 Meeting Minutes

Attachments: [Attachment A April Mtg. Minutes.pdf](#)

- 2. [WC 2024-043](#) Update on the Interview Process and Selection of New Commission Members

ACTION ITEMS (HIGH PRIORITY / TIME CRITICAL)

- 3. [WC 2024-044](#) Resolution Approving a Spot Water Lease Agreement between the Town of Castle Rock and Castle Pines Metropolitan District [Castle Rock, Douglas County]

- 4. [WC 2024-045](#) Resolution Approving the 2024 Water Lease Agreement between the Town of Castle Rock and the Town of Wiggins [Morgan County, Colorado]

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

5. [WC 2024-046](#) Resolution Approving an Amended and Restated Intergovernmental Agreement between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System

Attachments: [Exhibit 1: Agreement](#)

6. [WC 2024-047](#) Resolution Approving a Termination Agreement Between the Town of Castle Rock Acting Through Its Water Enterprise and Dominion Water & Sanitation District Acting Through Its Sterling Ranch Wastewater Activity Enterprise and The Sterling Ranch Community Authority Board to Terminate the E-85 Wastewater Intergovernmental Agreement dated July 18, 2023 [Located in Northwestern Douglas County with the use of Douglas county's American Rescue Plan Act Funding for this project]

Attachments: [Attachment B: Origanl IGA Staff Report.docx](#)

7. [WC 2024-048](#) Resolution Approving a Construction Contract between the Town of Castle Rock and FNF Construction, Inc. for the 6400 East Tributary at Paintbrush Park Phases 1 and 2 Project [Located at 3492 Meadows Blvd, Castle Rock, CO 80109]

8. [WC 2024-049](#) Resolution Approving a Construction Phase Engineering Services Agreement between the Town of Castle Rock and Burns & McDonnell Engineering for the PCWPF Expansion Project

DIRECTOR FOLLOW-UP AND INFORMATIONAL / UPDATE ITEMS

9. [WC 2024-050](#) Resolution Approving an Agreement for the PCWPF Work Package #2

10. [WC 2024-051](#) Customer Characteristics

Attachments: [Attachment A: Customer Characteristics.pdf](#)

11. [WC 2024-052](#) Upcoming Town Council Items

COMMISSIONER MEETING COMMENTS



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 1. File #: WC 2024-042

To: Members of the Castle Rock Water Commission

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

**Approval of the April 24, 2024 Meeting Minutes
Town Council Agenda Date: NA**

Executive Summary

Attached are the meeting minutes for the April 24, 2024 Water Commission Board Meeting.

Proposed Motion

"I move to approve the Minutes as presented"

Attachments

Attachment A: April 24, 2024 Meeting Minutes



Castle Rock Water Commission Meeting Minutes - Draft

David Hammelman, Chair
Tony Rathbun, Vice Chair
Angie Brown
Brian Gaddie
KiKi Miller
Melanie Penoyar-Perez
Cortland Wolfe

Wednesday, April 24, 2024

6:00 PM

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

This meeting is open to the public and will be held in a hybrid format in accordance with Town Council Electronic Participation, Connected, and Hybrid Meeting Policy. The in-person meeting will be held at 171 Kellogg Ct. Castle Rock CO 80109 or this meeting can be accessed online at:

**<https://crgov.webex.com/crgov/j.php?MTID=mbb0c9b49e98f85906176a47a4cf6b88e>
the Meeting password: Apr24CRWC (649597 from video systems) or phone in by calling (720) 650-7664, meeting code 2484 731 0295. One or more Council members may also attend this meeting, during which the items listed herein will be discussed.**

CALL TO ORDER / ROLL CALL

- Present** 6 - Chair David Hammelman, Vice Chair Tony Rathbun, Angie Brown, Brian Gaddie, KiKi Miller, and Cortland Wolfe
- Not Present** 1 - Melanie Penoyar-Perez
- Attendance** 8 - Mark Marlowe, Nichol Bussey, David Van Dellen, Roy Gallea, Walt Schwarz, Paul Rementer, Hannah Branning, and Jason Gray

COUNCIL UPDATE

Time was allowed for Mayor Jason Gray to share a council update.

COMMISSION COMMENTS

Time was allowed for Commissioner Comments.

DOUGLAS COUNTY WATER COMMISSION MEETING UPDATE

Mr. Marlowe shared an update on the April DC Water Commission meeting.

ADMINISTRATIVE BUSINESS

[WC 2024-032](#) **Approval of the March 27, 2024 Meeting Minutes
Town Council Agenda Date: NA**

I move to approve the Minutes as presented.

Yes: 6 - Chair Hammelman, Vice Chair Rathbun, Brown, Gaddie, Miller, and Wolfe

Not Present: 1 - Penoyar-Perez

ACTION ITEMS (HIGH PRIORITY / TIME CRITICAL)

[WC 2024-033](#)

Resolution Approving a First Amendment to the Plum Creek Water Purification Facility Expansion Project Construction Agreement with Garney Companies, Inc. for Work Package One [1929 Liggett Road, Castle Rock CO] *DRAFT*
Town Council Agenda Date: May 7, 2024

Mr. Schwarz explained that this item is to approve work package #1 for the Plum Creek Water Purification Facility (PCWPF) expansion project. Work package #1 includes the liquid oxygen system, side stream ozone injection system, activated carbon absorption filters, membrane filters, flocculation and sedimentation systems and an emergency electrical generator for the PCWPF building. The work package also includes the yard piping and excavation. Some of this equipment has a long lead time for receiving it. Therefore, it is important to get the equipment ordered so that when the construction team needs the items they are here.

The cost for work package #1 is \$18,571,594. The expected total project cost is currently estimated at \$74,172,057. Garney will begin the yard pipe construction in the Winter of 2024. The overall project completion is planned for Spring of 2028.

Commissioner Hammelman asked if Town Council will care that the project is presented as three different work packages? Mr. Marlowe explained that Town Council is aware that this project will be approved in stages.

Commissioner Hammelman asked how comfortable is staff with the current projected timeframe? Mr. Schwarz shared that he is very comfortable with the timeframe and feels that it is very realistic, especially since staff will be ordering all of the equipment now.

Commissioner Wolfe asked when we actually need the new process up and running? Mr. Marlowe explained that the new section of the plant will come online at the same time as the completion of Castle Rock Reservoir #2 (CRR2) and currently meets the projected needs in the water supply / demand modelling.

Commissioner Brown asked if the 12 million gallons per day (MGD) meets the long term needs for the Town? Mr. Marlowe explained that the 12 MGD will meet the long-term needs.

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

Yes: 6 - Chair Hammelman, Vice Chair Rathbun, Brown, Gaddie, Miller, and Wolfe

Not Present: 1 - Penoyar-Perez

[WC 2024-034](#)

Resolution Approving an Intergovernmental Agreement between the Town of Castle Rock and the Silver Heights Water and Sanitation District for the Sale of Wastewater Treatment Capacity and Service [Silver Heights and Plum Creek Water Reclamation Authority at 4255 US Highway 85]

Castle Rock, CO]

Town Council Agenda Date: May 7, 2024

Mr. Gallea shared that the Silver Heights Water and Sanitation District (Silver Heights) is a small district just north of Home Depot. An agreement was created in 1991 making Silver Heights a Special Connector to the Plum Creek Water Reclamation Authority (PCWRA) wastewater plant and giving Silver Heights capacity in the plant. In 2018, CRW entered into an agreement to sell Silver Heights an additional small amount of capacity in the PCWRA wastewater plant for a new Senior Living Facility that is being built in this area. Two additional developments in that area will also need capacity which will equal an additional 1,320 gallons per day (gpd). This agreement authorizes the sale of the additional wastewater capacity needed for Silver Heights as well as outlines the system development fees (SDFs) that will need to be paid and the operations and maintenance costs that the new customers will pay for capacity in CRW’s sewer collection system.

By approving the additional wastewater capacity CRW will receive \$41,715 in SDF’s as well as an addition \$1,300 per year in wastewater charges.

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

Yes: 6 - Chair Hammelman, Vice Chair Rathbun, Brown, Gaddie, Miller, and Wolfe

Not Present: 1 - Penoyar-Perez

[WC 2024-035](#)

Resolution Approving Funding for the Town’s Purchase of 2024 Option Shares in the Chatfield Storage Reallocation Project [Chatfield Reservoir in Douglas and Jefferson Counties]
Town Council Agenda Date: May 21, 2024

Mr. Van Dellen reported that CRW has an agreement with the Colorado Water Conservation Board (CWCB) to purchase Chatfield storage shares over a 15-year period. CRW currently has purchased 719-acre feet (AF) of storage in Chatfield Reservoir. This item is to purchase additional storage of 129 AF in accordance with CRW’s agreement with CWCB. The long-term goal and option in the agreement is to purchase a total 2,000 AF in storage.

The cost of this additional storage is \$1,070,825.13 and is in the budget.

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

Yes: 6 - Chair Hammelman, Vice Chair Rathbun, Brown, Gaddie, Miller, and Wolfe

Not Present: 1 - Penoyar-Perez

DIRECTOR FOLLOW-UP AND INFORMATIONAL / UPDATE ITEMS

[WC 2024-036](#)

2024 Capital Plan

Town Council Agenda Date: NA

Mr. Marlowe shared an update on the Capital Plan budget and the challenges that CRW staff is facing to create a balanced budget that allows for important projects to happen and not raise rates exponentially.

[WC 2024-037](#) **Resolution Approving an Amended Agreement between the Town of Castle Rock and Douglas County for the Hwy 85 Wastewater Project**

Town Council Agenda Date: May 21, 2024

Mr. Marlowe shared an update on the Hwy 85 Wastewater Project.

[WC 2024-038](#) **Resolution Approving an Amended Agreement between the Town of Castle Rock and Dominion Water & Sanitation District for the Hwy 85 Wastewater Project**

Town Council Agenda Date: May 21, 2024

Mr. Marlowe shared an update on the Hwy 85 Wastewater Project.

[WC 2024-039](#) **Per-and polyfluoroalkyl (PFAS) Regulations Update**

Town Council Agenda Date: NA

Ms. Branning explained that in April the Environmental Protection Agency (EPA) passed new regulations on Per-and polyfluoroalkyl substances (PFAS). She shared with WC what the old regulations were and what the new ones are and how the regulations may affect CRW.

[WC 2024-040](#) **Boxelder Project Update**

Town Council Agenda Date: NA

Mr. Marlowe shared an update on the Boxelder Project and the next steps that CRW is considering.

[WC 2024-041](#) **Upcoming Town Council Items**

Town Council Agenda Date: NA

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

There were no items at this time.

COMMISSIONER MEETING COMMENTS

Time was allowed for Commissioner Comments.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 2. **File #:** WC 2024-043

To: Members of the Castle Rock Water Commission

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

Update on the Interview Process and Selection of New Commission Members
Town Council Agenda Date: May 21, 2024

Executive Summary

On May 15, 2024 interviews were held for appointments to the Castle Rock Water Commission. Mayor Jason Gray, Chair David Hammelman, and Mark Marlowe, Director of Castle Rock Water were on the interview panel. Interviews were also held on the morning of May 16, 2024, for two applicants who could not attend the evening interview schedule on May 15.

The following recommendations were presented to Town Council on May 21, 2024 for appointment:

Cortland Wolfe (re-appointment)
Angie Brown (re-appointment)
Tony Rathbun (re-appointment)

If approved at the May 21, 2024 Town Council meeting terms will start June 1, 2024 and the election of offices will be held at the June 26, 2024 Water Commission meeting.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 3. **File #:** WC 2024-044

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Matt Benak, P.E., Water Resources Manager
Lauren Moore, Water Resources Project Manager

Resolution Approving a Spot Water Lease Agreement between the Town of Castle Rock and Castle Pines Metropolitan District [*Castle Rock, Douglas County*]
Town Council Agenda Date: June 4, 2024

Executive Summary

Castle Rock Water is seeking Town Council approval of a resolution (**Attachment A**) for a spot water lease with Castle Pines Metropolitan District (Castle Pines). In accordance with the Plum Creek Water Reclamation Authority (PCWRA) Establishing Agreement dated January, 1990 and the Intergovernmental Agreement (IGA) between the Town and Castle Pines dated March 21st, 2022, Castle Rock Water is required to provide certain amounts of reusable water supplies for use by the Castle Pines Golf Courses (Castle Pines Golf Club and the Country Club at Castle Pines). In 2024, Castle Rock Water is required to deliver up to 93 acre-feet (AF) of reusable effluent for use by the golf courses. Castle Pines has determined that additional reusable water supplies may be necessary

In anticipation of drought conditions this year as well as an upcoming PGA Tour golf tournament hosted by Castle Pines Golf Club, Castle Pines wishes to lease some of the Town’s fully reusable effluent from PCWRA that would otherwise be stored in Castle Rock Reservoir No. 1 (CRR1) or Chatfield Reservoir. While the Town currently owns 719 AF of storage in Chatfield, the Colorado Water Conservation Board (CWCB) allows for rental of the remaining permitted amount, for a total of 2,000 AF of storage. The Town currently has approximately 2,000 AF of water stored in the reservoir and 100 AF of water stored in CRR1 with additional reusable supplies expected to increase substantially with spring runoff.

If Council approves this lease, up to 522 AF of additional water may be released from the Town’s PCWRA fully reusable effluent and pumped directly from PCWRA for use at Castle Pines Golf Club. This release may occur between May 1, 2024 and December 31, 2024. The Town will assess a \$202.50 per AF price for the water for the first 160 AF of deliveries. This is a discount from our typical lease rate. This discounted rate is proposed because as part of the 2022 IGA with Castle Pines, Castle Rock receives all of Castle Pines winter effluent at no cost. This is expected to be 160 AF in 2024. The remaining deliveries of up to 362 AF will be accessed at the Town’s current lease rate of \$405/AF. The potential revenue for this lease is up to \$179,010. The agreement will

terminate at the end of 2024.

Notification and Outreach Efforts

The Town was approached by Castle Pines for this request and no further outreach is needed as part of this action.

Discussion

Castle Rock Water has a strategic goal to strive to maintain sustainable rates and fees, and demonstrate fiscal responsibility, accountability, and transparency. One of the tactics to achieve this goal is to maximize leasing opportunities for idle water rights. Over the past six years, the Town has generated over \$1.38M by leasing idle water rights to downstream users (see **Table 1** below). Until these water rights can be fully utilized by the Town, Staff will continue to seek out users that can put these rights to beneficial use.

Table 1. Revenue generated from leasing idle water rights to downstream users over the past six years.

2018	2019	2020	2021	2022	2023
\$29,019.13	\$30,606.65	\$70,699.75	\$499,449.73	\$531,292.81	\$214,123.89

The key terms of the 2024 spot water lease agreement are summarized below:

- Castle Pines will lease up to 522 AF of water at a rate of \$202.50/AF for the first 160 AF and at a rate of \$405/AF for the remaining 362 AF.
- Quantities will be limited to 5 AF/day during June, July and August between this agreement and section 8.02 of the Establishing Agreement between PCWRA members Castle Pines and the Town of Castle Rock, of which defines the Town’s obligation to deliver treated effluent to Castle Pines which obligation is further clarified in the IGA between the Town and Castle Pines dated March 21, 2022.
- Point of delivery measurement is at the PCWRA outfall.
- The agreement will terminate on December 31, 2024.

The benefit of the lease agreement is that it generates revenue for Castle Rock Water and promotes further collaboration with Castle Pines. Castle Pines and Castle Rock are party to a 2022 IGA, which allows the Town to capture winter effluent that is not used for golf course irrigation typically on the order of 160 AF annually.

Budget Impact

If Council approves the agreement, Castle Rock Water would potentially receive up to \$179,010 of additional revenue in 2024. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

Item #: 3. File #: WC 2024-044

Staff Recommendation

Staff recommends approval of the resolution as presented.

Proposed Motion

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

Attachments

Attachment A: Resolution (Not Attached)
Exhibit 1: Agreement (Not Attached)



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 4. **File #:** WC 2024-045

To: Members of the Castle Rock Water Commission

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

Resolution Approving the 2024 Water Lease Agreement between the Town of Castle Rock and the Town of Wiggins [Morgan County, Colorado]

Town Council Agenda Date: June 4, 2024

Executive Summary

Castle Rock Water is seeking Town Council approval of a Resolution (**Attachment A**) for a Water Lease Agreement with the Town of Wiggins (Wiggins), which is located in Morgan County, Colorado. Wiggins is interested in entering into another Water Lease Agreement of our Rothe Recharge Credits which came with Castle Rock’s purchase of the Rothe water rights in 2014. Wiggins entered into the original three-year lease agreement on January 5, 2016 with subsequent renewals and an additional two-year lease. Their current lease terminates on June 30, 2024. The new lease term will be for one year with 584 AF of lease water available. Wiggins intends to use this water to augment their tributary well pumping while they proceed through water court on other augmentation sources. The Town of Castle Rock will not be able to use this water in the next year and the water cannot be reasonably moved by exchange back upstream to the Town of Castle Rock.

Wiggins wishes to lease 584 AF at \$135 per acre-foot for a total price of \$78,840. The price is reasonable for leased water of this type at this location based on available data regarding other leases in the area. Either party may terminate the agreement with 180 days’ notice.

Notification and Outreach Efforts

Wiggins approached the Town with this request and no other parties are impacted by this agreement.

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

December 9, 2015, Utilities Commission unanimously approved the draft lease agreement.

January 5, 2016, Town Council approved the Water Lease Agreement.

February 22, 2017, staff presented the draft amendment to the Water Lease Agreement to Castle Rock Water Commission who unanimously approved this be taken to Town Council for consideration.

Item #: 4. File #: WC 2024-045

March 8, 2017, Wiggins Board of Trustees unanimously approved the Water Lease Agreement.

March 28, 2017, Town Council approved an Ordinance for the First Amendment to the Water Lease Agreement with Wiggins.

May 25, 2022, Water Commission recommended approval of the 2022 Water Lease Agreement.

June 21, 2022, Town Council approved an Ordinance for the 2022 Water Lease Agreement with Wiggins.

Discussion

As part of the hybrid solution for long-term water supply in the Water Resource Strategic Master Plan, the Town purchased the Rothe Recharge property in 2014. The property came with 770 AF of water rights which can be used as an augmentation water source in conjunction with the Box Elder Creek Well Field for the Alternative Source of Supply Project hybrid solution.

The general concept of the Rothe Recharge Project is that water can be diverted from the South Platte River at the Riverside Canal which is located east of Greeley under a water right with an effective 1988 priority date (see **Attachment B**). This water is delivered from the Riverside Canal into several recharge ponds which then makes its way through the alluvial sands as groundwater return flow to the South Platte River approximately 16 miles downstream of the point where Box Elder Creek theoretically enters the South Platte River. The hydrogeologic transport of this water through the alluvium takes a number of years. The decree in Colorado Water Court Case No. 89CW027 defines the terms and conditions for operation of this project, including the specific timing of the recharge credits. The Town of Castle Rock will not be able to use this water in the next year, and the water cannot currently be reasonably moved by exchange back upstream to the Town of Castle Rock.

On January 5, 2016, Castle Rock Water entered into a three-year lease agreement with the Town of Wiggins, with an additional three-year extension. On June 21, 2022, the Town entered into another two-year lease, which terminates on June 30, 2024. The Town of Wiggins would like to enter into a new Water Lease Agreement for 584 AF of Rothe Recharge Credits in the, the detail of which is included in **Exhibit 1**. The key terms of the 2024 Water Lease Agreement are summarized below:

- One-year lease agreement;
- Wiggins will lease 584 AF at \$135/AF which equates to \$78,840 total; and
- Either party may terminate lease with notice.

The benefit of this lease agreement is that it generates revenue for Castle Rock Water that would not otherwise be collected on the current water credits available. This allows the Town to recoup a portion of the 2014 purchase price, thus, decreasing the overall financial impact to the Town. Arrangements like this support the Colorado Water Plan by developing regional cooperation between other water providers and creating ways to utilize existing supplies within the state.

Item #: 4. File #: WC 2024-045

Budget Impact

If Council approves the 2024 Water Lease Agreement, Castle Rock Water would receive an additional \$78,840 in revenue over the next year. The revenue will be deposited into the Water Resources Fund Capital Leases account 211-4375-393.70-00.

Staff Recommendation

Staff recommends approval of the water lease agreement with the Town of Wiggins for 584 AF of water over the next year which will generate a revenue of \$78,840.

Proposed Motion

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

Attachments

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

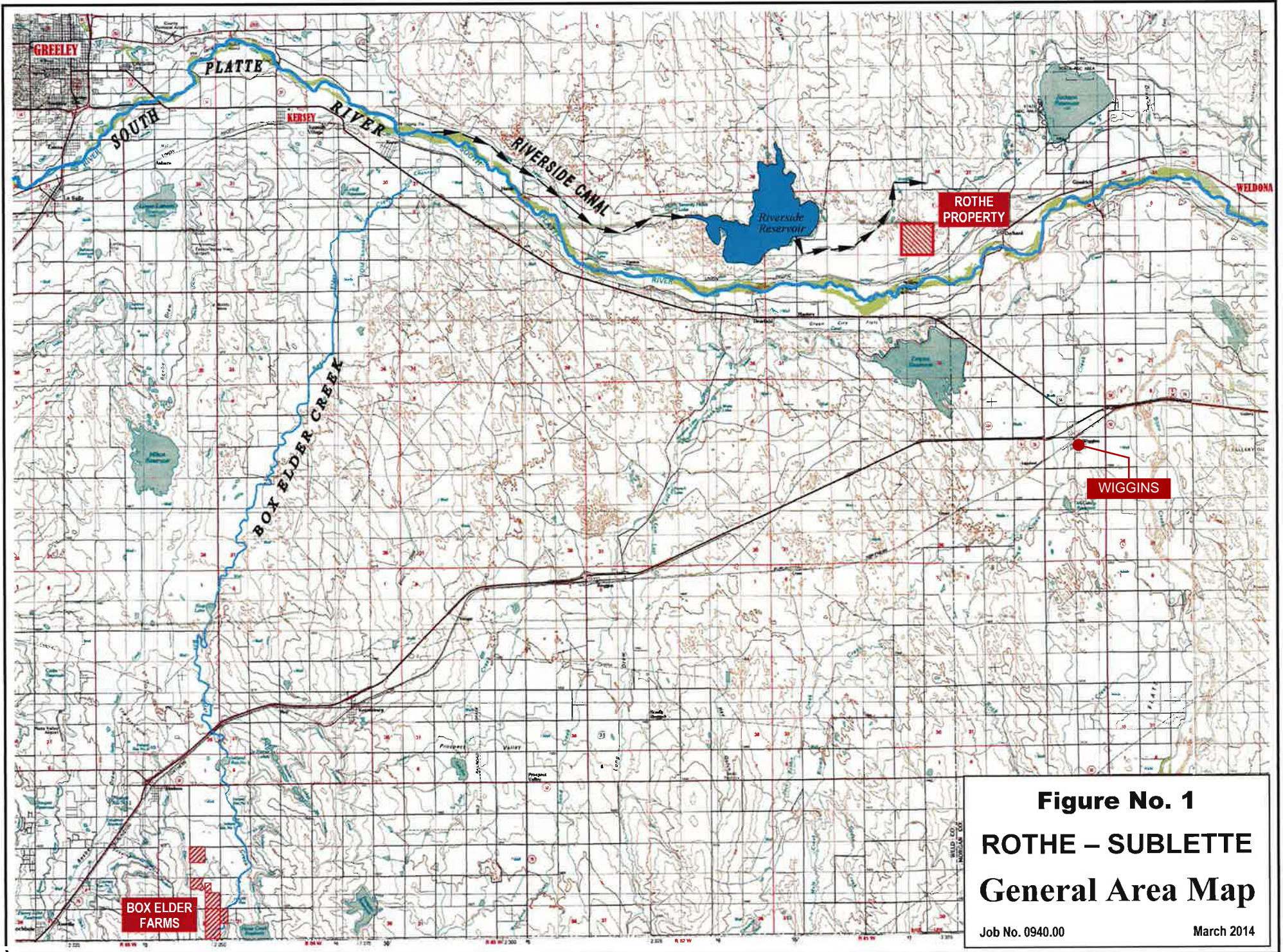


Figure No. 1
ROTHE – SUBLETTE
General Area Map
 Job No. 0940.00
 March 2014



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 5. **File #:** WC 2024-046

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Matt Benak, P.E., Water Resources Manager
Scott Tait, P.E., Water Resources Project Manager

Resolution Approving an 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]
Town Council Agenda Date: June 18, 2024

Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution (**Attachment A**) approving an Amended and Restated Intergovernmental Agreement (IGA) with Douglas County for CRW to manage the design and construction of a wastewater collection and treatment system to be located along the Highway 85 corridor. Key terms of the Amended and Restated IGA with Douglas County are as follows:

- Provides CRW with \$14 Million in Douglas County American Rescue Plan Act (ARPA) funds to design and construct the system with funds needing to be spent by December 31, 2026;
- Allows CRW to charge a 1% project management fee for these services;
- Dedicates the constructed system assets in the corridor to CRW for long term operation, maintenance, repair and replacement;
- Makes CRW the retail and wholesale wastewater provider in the Service Area (see **Attachment B**);
- Requires CRW to develop rates and fees for the Service Area;
- Allows CRW to charge a 10% extraterritorial surcharge for all aspects of this service; and
- Ensures that new development in the corridor can only occur if renewable water supplies are available.

The benefits of the IGA to Chatfield Reservoir, Douglas County, the corridor and CRW are as follows:

- Improves water quality in Chatfield Reservoir (drinking water source for CRW) by

removing untreated or poorly treated wastewater sources in the corridor (e.g. failing septic systems in Sedalia);

- Allows reusable water supplies used in the corridor by customers that decide to connect to the CRW infrastructure to be captured for reuse by CRW;
- Creates wastewater solutions for existing communities in the corridor (e.g. Sedalia) and existing businesses (e.g. CORE a big employer in the region);
- Improves the economic viability and vitality of this key transportation corridor (good location for primary jobs) by ensuring that wastewater service is available;
- Provides opportunities for additional water quality and environmental projects along Plum Creek utilizing easements obtained from this project;
- Gives the opportunity for consolidation of some of the small underfunded water and sanitation districts into more sustainable systems like CRW; and
- Allows for collaboration on a trail system running from Castle Rock all the way to Chatfield Reservoir by co-locating the sewer system with trails on easements obtained in the corridor.

Additional benefits of the IGA to CRW include:

- Ensures that CRW has oversight of water and wastewater development in this critical CRW water resources corridor;
- Contributes to economies of scale for CRW's operations over the long-term helping to spread our costs amongst a larger customer base;
- Gives CRW more financial resources from the extraterritorial surcharge to accomplish our core mission and vision; and
- Provides ARPA funding 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.

The Highway 85 corridor is adjacent to East Plum Creek and Plum Creek which discharges into Chatfield Reservoir. The majority of wastewater collection and treatment systems along the corridor consist of individual onsite septic tanks with leach fields that discharge to groundwater. The exception to this is that the community of Louviers has a gravity sewer collection system that treats its wastewater in a facultative pond and discharges effluent via land application.

CRW will utilize \$14 million in ARPA funds provided through and by Douglas County to manage the project for the design and construction of infrastructure for the major wastewater components which include a force main and lift station in Sedalia. CRW will provide CRW owned capacity in PCWRA's Wastewater Treatment Plant to serve the corridor at cost plus a 10% extraterritorial surcharge.

Notification and Outreach Efforts

CRW has worked closely with potential customers in the corridor including Louviers, Sedalia, CORE and another new development 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.

Discussion

In the original agreement, CRW was required to evaluate three alternatives. Also, as part of the original agreement, CRW was working with Dominion Water and Sanitation District (DWSD) through a separate IGA. This separate IGA with DWSD will be terminated as part of the changes associated with this Amended and Restated IGA with Douglas County.

In the Amended and Restated IGA, there are no alternatives to evaluate. CRW will develop a lift station in Sedalia and a force main pipe connected back to the PCWRA Wastewater Treatment Plant, see **Attachment C**. The estimated costs for this project are provided in **Attachment D**. CRW anticipates utilizing a Construction Manager at Risk (CMAR) also known as a Guaranteed Maximum Price Construction Manager (GMPCM) contract approach to this project to ensure that the ARPA budget is achieved. The total capacity that will be provided with this initial infrastructure is approximately 600,000 gallons per day.

CRW will work with several of the potential customers including CORE and Douglas County School District in the Sedalia area to provide additional support for the project and potentially additional infrastructure to serve Sedalia and the surrounding area.

Phase 1

The project will be completed in multiple phases. The concept for Phase 1 will be to construct infrastructure consisting of a lift station in Sedalia and a force main back to the PCWRA Wastewater Treatment Plant to provide roughly 600,000 gallons per day of average daily collection and treatment capacity in the Highway 85 corridor.

Castle Rock Water will manage all aspects of the acquisition of professional engineering and construction services for the permitting, design and construction of the infrastructure associated with the Regional Wastewater Collection and Treatment Project. Castle Rock Water will evaluate the most appropriate project delivery methods for the various project components based on the rules of the ARPA funding, permitting, the schedule, technical aspects of the work, availability of qualified consultants and contractors, and availability of critical equipment (pumps, treatment process equipment, etc.).

Requests for Proposals (RFPs) for professional engineering services will be issued. Once selection is made with Douglas County's concurrence, design will begin. Castle Rock will work with Douglas County to set up the appropriate escrow accounts for each contract awarded as part of the project. As design progresses, Castle Rock will begin easement and property acquisition. Temporary easements will be obtained that are needed for the construction of the

infrastructure.

Easements will also be obtained for the multipurpose trail where the proposed location matches the wastewater collection piping routes. Also, as part of the design, permitting will be completed for each work phase. As designs for each phase are complete as appropriate depending on the delivery method used, construction bidding will be completed. Work will be awarded with Douglas County concurrence. Castle Rock Water will oversee construction for each phase using professional engineering services as appropriate to ensure we receive a good project.

Castle Rock will use our standard process for engineering and construction services including our contracts and documents for obtaining design and construction services. Each component will go through approval with our Council like we do for any project over \$250,000. Each component will also be brought to Douglas County for approval.

Provision of Wastewater Service

Once the project infrastructure is complete, Castle Rock Water will own, operate, maintain, repair and replace the collection system infrastructure in the Highway 85 corridor and the reuse water components of the system.

Castle Rock Water will provide retail and/or wholesale wastewater service in the Service Area. In addition to operating and maintaining the system, this service will include an annual cost of service evaluation and setting of rates and fees, billing and customer service. Castle Rock will also consider providing retail water service where water supply is available and the customer would like to have that service as well as part of a more holistic retail service.

As the wastewater provider Castle Rock Water will also annually evaluate and set system development fees (SDFs) to be paid by customers connecting to the system, which fees will be different for existing development verses new development and redevelopment. For all potential customers, Castle Rock Water will determine necessary improvements, available capacity and SDFs and then provide a will serve letter if service can be provided. A 10 percent extraterritorial service charge will be collected on all SDFs.

Future Phases

Castle Rock will utilize Douglas County's portion of SDFs to build future Phases of the project to allow service to be provided beyond the capacities created in Phase 1 as agreed to between Castle Rock and Douglas County in separate future agreements. If Douglas County decides to build additional components of the wastewater collection and treatment system in the corridor, revenue from Douglas County's portion of the SDFs will be put into a project fund. As funds accrue, Castle Rock will design, permit and construct additional infrastructure in the corridor as identified by Douglas County. Ultimately, the concept will be to construct a full collection system from Louviers to just north of PCWRA with approximately 1 million gallons per day of average daily flow treatment capacity. Castle Rock will also evaluate availability of renewable water supplies for new development and redevelopment. Confirmation of renewable water supplies will be an additional requirement in order to gain wastewater services for new development in the corridor.

Budget Impact

CRW will receive a 10% surcharge on all rates and fees and system development fees towards the operations and overhead cost of CRW.

Staff Recommendation

Staff recommends Town Council approval of this Amended and Restated IGA with Douglas County for the Highway 85 Wastewater Collection and Treatment System.

Proposed Motion

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

Attachments

- Attachment A: Resolution (Not Attached)
- Exhibit 1: Agreement
- Attachment B: Service Area (Not Attached)
- Attachment C: Preliminary Map of Infrastructure (Not Attached)
- Attachment D: Preliminary Cost Estimates (Not Attached)

**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 _____ day of _____, 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

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:

- 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

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

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

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

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

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's 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

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.

- 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

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.

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.

- 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

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

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.

- 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.

- 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)

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

Mark Marlowe, Director Castle Rock Water

STATE OF COLORADO)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument as acknowledged before me this ___ day of _____, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires:

Notary Public

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

EXHIBIT A

ESTIMATED COSTS OF PROJECT INFRASTRUCTURE

(to be inserted)

EXHIBIT B

DESCRIPTION OF PROJECT INFRASTRUCTURE

(to be inserted)

EXHIBIT B-1

MAP OF PROJECT INFRASTRUCTURE

(to be inserted)

EXHIBIT C
MAP OF SERVICE AREA

(to be inserted)

EXHIBIT D
SCOPE OF WORK

(to be inserted)

EXHIBIT E

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records.
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or

local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
 - a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
16. Protections for Whistleblowers.
 - a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably

believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits 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 (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 6. **File #:** WC 2024-047

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
David Van Dellen, P.E., Assistant Director of Castle Rock Water
Roy Gallea, P.E., Engineering Manager
Scott Tait, P.E., Water Resources Project Manager

Resolution Approving a Termination Agreement Between the Town of Castle Rock Acting Through Its Water Enterprise and Dominion Water & Sanitation District Acting Through Its Sterling Ranch Wastewater Activity Enterprise and The Sterling Ranch Community Authority Board to Terminate the E-85 Wastewater Intergovernmental Agreement dated July 18, 2023 [Located in Northwestern Douglas County with the use of Douglas county’s American Rescue Plan Act Funding for this project]
Town Council Agenda Date: June 18, 2024

Executive Summary

Castle Rock Water (CRW) is requesting Town Council approval of a Resolution (**Attachment A**) approving a Termination Agreement to terminate the Intergovernmental Agreement (IGA) (**Exhibit 1**) between CRW and Dominion Water & Sanitation District (DWSD) dated July 18, 2023, which was for mutual cooperation on the design and construction of the wastewater treatment and collection system for the Highway 85 corridor (the Project).

The Project has changed significantly since the original IGA was signed. CRW will now be working directly with Douglas County on a wastewater collection and treatment system in the corridor, specifically in the Sedalia area, and will not be directly cooperating with DWSD. DWSD will be doing a separate project in the corridor to serve Louviers. As such, the parties to the IGA agree that the IGA is no longer relevant and should be terminated.

The Council memo for the original IGA with DWSD is provided as **Attachment B** for context.

Notification and Outreach Efforts

There are no notification and outreach efforts necessary as part of this Termination Agreement.

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

On April 26, 2023, CRW Commission recommended Town Council approval of an IGA with Douglas

Item #: 6. File #: WC 2024-047

County for the Highway 85 Wastewater Treatment and Collection Project.

On May 2, 2023 Town Council approved an IGA with Douglas County for the Highway 85 Wastewater Treatment and Collection Project. At the time, Town Council was also requested to approve a resolution for an IGA with DWSD for this Project and collaborative engagement within the corridor.

CRW staff presented this item to the CRW Commission at their meeting held on June 28, 2023, and the CRW Commission voted unanimously 6 0 to recommend that Town Council approve the Resolution as presented.

On August 15, 2023, Council approved an IGA with DWSD and the Sterling Ranch Community Authority Board to cooperate on the Highway 85 Wastewater Treatment and Collection Project.

Discussion

The infrastructure to be designed and constructed under the original IGA has changed significantly. The Project has been separated into two different Projects, one being handled by CRW and one being handled by DWSD. The original Project included a lift station in Louviers, a force main to the DWSD Titan Road Lift Station, the Chatfield Basin Water Reclamation Facility (CBWRF) and a Reuse Pump Facility. DWSD will still construct the lift station in Louviers, the force main to the DWSD Titan Road Lift Station, and the CBWRF. CRW will design and construct a lift station in Sedalia and a force main from that lift station to the Plum Creek Water Reclamation Authority (PCWRA) Wastewater Treatment Plant. The two projects do not overlap and so the original IGA is no longer relevant.

CRW has been managing the preliminary design of the CBWRF through the original IGA and CRW's original agreement with Douglas County. There is a three-way agreement between CRW, DWSD, and the design engineer which is Carollo Engineers. This three-way agreement will be assigned to DWSD. CRW has also managed a design agreement with Merrick Engineers to design the Louviers Lift Station. This agreement will be closed out and completed. There will not be any remaining obligations for CRW for either of these agreements.

Budget Impact

The monies for all agreements to date were funded by Douglas County ARPA funds. There will not be any budget impact associated with the Termination Agreement.

Staff Recommendation

Staff recommends approval of the Termination Agreement between the Town of Castle Rock acting through its water enterprise and Dominion Water & Sanitation District acting through it Sterling Ranch Water Activity Enterprise and the Sterling Ranch Community Authority Board.

Proposed Motion

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

Item #: 6. File #: WC 2024-047

Attachments

Attachment A: Resolution (Not Attached)
Exhibit 1: Agreement (Not Attached)
Attachment B: Town Council Memo from Original IGA



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
David Van Dellen, P.E., Assistant Director of Castle Rock Water
Roy Gallea, P.E., Engineering Manager
Scott Tait, E.I., Water Resources Project Manager

Title: **A Resolution Approving the E-85 Wastewater Intergovernmental Agreement Between the Town of Castle Rock Acting Through Its Water Enterprise and Dominion Water & Sanitation District Acting Through Its Sterling Ranch Wastewater Activity Enterprise and The Sterling Ranch Community Authority Board** [*Located in Northwestern Douglas County with the use of Douglas county's American Rescue Plan Act Funding for this project*]

Executive Summary

Castle Rock Water (CRW) is requesting Town Council approval of a Resolution (**Attachment A**) approving an Intergovernmental Agreement (IGA) (**Exhibit 1**) between CRW and Dominion Water & Sanitation District for mutual cooperation on the design and construction of the wastewater treatment and collection system for the Highway 85 corridor (the Project). The primary focus of this agreement is to provide the framework for a collaborative working relationship to design, construct, operate, maintain and invest in the infrastructure for wastewater collection & treatment and water reuse within the corridor extending from W. Happy Canyon Rd. north to W. Titan Rd. This agreement is consistent with the draft terms between Castle Rock and Dominion that were presented to Council as a part of the approval by Council on May 2, 2023, of the IGA between Castle Rock and Douglas County for Castle Rock to be the program manager for the Highway 85 corridor wastewater treatment and collection system project (the Project), see **Attachment B**.

Key terms of the agreement are:

- Castle Rock will implement Alternative 3 from the IGA between Castle Rock and Douglas County to provide 200,000 gallons per day on average of wastewater treatment and collection capacity and site the wastewater treatment facilities at the Chatfield Basin Water Reclamation Facility (CBWRF) site on the South Platte River.

- Dominion will provide 200,000 gallons per day of capacity in their existing collection system infrastructure (gravity line in Sterling Ranch, Titan Road Lift Station and Force Main, and other key infrastructure).
- Dominion will work to provide a permanent agreement with South Platte Renew to handle solids generated from the wastewater treatment facility for the Project so that separate solids handling facilities will not be necessary.
- Castle Rock and Dominion will jointly hire Carollo Engineers LLC to do the design for the CBWRF (the wastewater treatment plant).
- Castle Rock and Dominion will work to utilize alternative delivery methods like the construction manager at risk (CMAR) form of contracting where allowable under the ARPA funding mechanism.
- Funding for the Project will be ARPA funding from Douglas County with Dominion having the right to fund additional capacity in the system at their sole discretion.
- Castle Rock and Dominion will partner to permit wastewater discharge locations on the South Platte River and at Castle Rock Reservoirs 1 and 2.
- Castle Rock and Dominion will share ownership of a pump station to return reusable water supplies to Castle Rock Reservoirs 1 and 2 and to be determined locations for Dominion.
- Castle Rock will own, operate and maintain the Louviers Lift Station and all gravity sewer systems in the service area.
- Dominion will own, operate and maintain the CBWRF and all wastewater infrastructure downstream of the Louviers Lift Station.
- Castle Rock and Dominion will work together to determine final rates and fees for the service area based on cost of service.
- Castle Rock and Dominion will work together to develop system development fees for new development and redevelopment based on actual costs of capital infrastructure.
- Any system development fees collected for the first 200,000 gallons of capacity will all go back into building additional infrastructure for the Project. Above 200,000 gallons, the portion of the SDF related to Dominion's infrastructure will go to Dominion and Castle Rock will put the rest of the SDF into Project infrastructure (minus the 10% extraterritorial charge which Castle Rock will keep).
- The order of the use of the \$26.8M in ARPA funding in terms of priority will be Louviers Lift Station and Force Main, verification of capacities in Dominion's existing infrastructure, 400,000 gallons per day of wastewater treatment capacity and reuse pump station capacity, and design of the gravity system south of Louviers and additional capacity in the overall system.
- Castle Rock can provide service beyond the 200,000 gallons of capacity if customers in the service area pay all SDFs; build any needed infrastructure; meet Castle Rock's, Dominion's, and SPR's rules and regulations; and for new development or redevelopment have a renewable water supply.
- At Castle Rock's sole discretion, Castle Rock can use excess capacity in Castle Rock's system to purify reuse water supplies for Dominion.
- Dominion will be given the opportunity to purchase capacity in the future reconstruction of Castle Rock's Ravenna pipeline.

The key terms of the agreement include phasing of the Project. Phase 1 will be funded by Douglas County through \$26.8 Million in American Rescue Plan Act (ARPA) funding.

Phase 2 will entail the design and construction of a gravity sewer line towards Sedalia that will be funded by SDFs collected from new development and redevelopment occurring after January 1, 2023.

A summary of originally estimated Phase 1 project costs, bid pricing received to date, and future estimated costs associated with this agreement are shown below:

Task	ARPA Fund Estimates (Alternative 3)	Bid Pricing to Date
Engineering Fee	\$1,750,000.00	\$4,874,000.00 (1)
Construction and Easement Costs	\$23,282,000.00	N/A (2)
CRW Project Management Fee (1%)	\$268,000.00	\$268,000.00
Contingency	\$1,500,000.00	\$1,500,000.00
Total Cost	\$26,800,000.00	\$26,800,000.00

- (1) Castle Rock Water is working with Carollo, the design engineer proposed for the wastewater treatment plant, to reduce proposed engineering fees for that portion of the project. Castle Rock Water has also removed the design of the lift station and force main from Carollo’s scope due to the high bid pricing (\$1.75M) for those items and will be getting competitive bid pricing for those two items.
- (2) N/A – not available yet.

Notification and Outreach Efforts

Douglas County has produced a video and provided an email outreach of the video to their subscriber list for this project. Douglas County will continue to promote the project. CRW plans, in coordination with the Collaborative Project Delivery Team and Stakeholders to host an open house for the project. CRW will post project information on CRW’s Projects web page and along with updates for the project. CRW will work with Douglas County to provide an informational mailing to potential customers and residents in Louviers, Sedalia, and the broader service area (see **Attachment C**).

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

On April 26, 2023, Castle Rock Water Commission recommended Town Council approval of an IGA with Douglas County for the Highway 85 Wastewater Treatment and Collection Project.

On May 2, 2023 Town Council approved an IGA with Douglas County for the Highway 85 Wastewater Treatment and Collection Project. At this time, Town Council is also being requested to approve a resolution for an IGA with Dominion Water and Sanitation District for this Project and collaborative engagement within the corridor. An IGA with the Louviers Water and Sanitation District is at the terms discussion level with plans to bring the IGA to a future Town Council meeting.

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on June 28, 2023, and the Castle Rock Water Commission voted unanimously 6 0 to recommend that Town Council approve the Resolution as presented.

Discussion

The infrastructure to be designed and constructed under this IGA will be completed in two phases. Phase 1 will be to construct infrastructure to provide roughly 200,000 gallons per day of average daily collection and treatment capacity in the Highway 85 corridor.

Phase 1 (Current Plan)

- A Louviers Lift Station.
- A Louviers Force Main for conveying the Louviers wastewater to the Sterling Ranch sewer collection system.
- A CBWRF to treat the Louviers Lift Station wastewater.
- A Reuse Pump Facility for pumping the treated wastewater to Castle Rock's present CRR#1 and future CRR#2 reservoirs through the existing CRW Ravenna pipeline or the planned Chatfield Pump Back pipeline.

Phase 2 (Future Plan)

- A gravity sewer line extending south to Sedalia and further South towards W. Happy Canyon Rd.
- Connections to the above noted gravity sewer line.

CRW will own the Louviers lift station, all of the gravity sewer lines in the service area, and be an owner of our prorated capacity in the RPF. Dominion will own the Louviers force main, the CBWRF and their prorated capacity of the RPF. CRW will be either the retail or wholesale wastewater provider to the existing collection system in Louviers depending on the IGA currently under discussion with the Louviers Water and Sanitation District and CRW as well as for the entire service area.

CRW will work with Douglas County to set up the appropriate escrow accounts for each contract awarded as part of the project. As design progresses, Castle Rock will begin easement and property identification and acquisition. Temporary easements will be obtained that are needed for the construction of the infrastructure. Easements will also be obtained for a potential multipurpose trail that Douglas County is planning if any of the proposed locations match the wastewater collection piping routes. Also, as part of the design, permitting will be completed for each work phase. As designs for each phase are complete as appropriate depending on the delivery method used, construction bidding will be completed. Work will be awarded with Douglas County concurrence.

CRW is planning on constructing the infrastructure using alternative delivery methods as allowed based on the ARPA funding rules. For example, Castle Rock will consider the CMAR (Construction Manager at Risk) delivery method for some components of the project. The CMAR delivery method is designed for speed of construction implementation and transparency of costs in addition to communitive and excellent collaboration between internal and external stakeholders of the project. At the 30% engineering design level, construction contractors will be solicited to submit labor, materials, overhead and profit proposals for the project which Castle Rock will oversee and evaluate with input from the professional engineering services team. The CMAR contractor will provide a Guaranteed Maximum Price Construction Management (GMPCM) contract at that time and work towards developing a Final Guaranteed Maximum Price (FGMP) contract.

Provision of Wastewater Service

Once the project infrastructure is complete, Castle Rock Water will own, operate, maintain, repair and replace the Louviers lift station infrastructure in the Highway 85 corridor, any gravity sewer constructed in the service area, and prorated capacity in the RPF. The wastewater treatment plant (CBWRF) and the Louviers Force Main will be assigned to Dominion to own, operate, maintain, repair and replace once construction is complete.

Castle Rock Water will provide retail and/or wholesale wastewater service in the Service Area. In addition to operating and maintaining the system, this service will include an annual cost of service evaluation and setting of rates and fees, billing and customer service. Castle Rock will also consider providing retail water service where water supply is available and the customer would like to have that service as well as part of a more holistic retail service.

As the wastewater provider, CRW will also annually evaluate and set SDFs to be paid by customers connecting to the system, which fees will be different for existing development verses new development and redevelopment. For all potential customers, CRW will determine necessary improvements, available capacity and SDFs and then provide a will serve letter if service can be provided.

CRW will utilize SDFs to build Phase 2 of the project in the future to allow service to be provided beyond the capacities created in Phase 1. SDF revenue will be put into a project fund. As funds accrue, Castle Rock will design, permit and construct additional infrastructure in the corridor. Ultimately, the concept will be to construct a full collection system from the Titan Road Lift Station to just North of Plum Creek Water Reclamation Authority and approximately 1 million gallons per day of average daily flow treatment capacity. Beyond Phase 1 capacities, CRW will evaluate availability of renewable water supplies for new development and redevelopment. Confirmation of renewable water supplies will be an additional requirement in order to gain wastewater services.

Budget Impact

The monies for this IGA will be funded by Douglas County and SDFs from new development and redevelopment permitted after January 1, 2023. CRW will receive a 1% fee (\$268,000) for the project management of Phase 1.

Staff Recommendation

Staff recommends approval of the E-85 Wastewater IGA between the Town of Castle Rock acting through its water enterprise and Dominion Water & Sanitation District acting through it Sterling Ranch Water Activity Enterprise and the Sterling Ranch Community Authority Board.

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 1: Agreement
- Attachment B: Douglas County – Castle Rock IGA
- Attachment C: Service Area Map



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 7. **File #:** WC 2024-048

To: Members of the Castle Rock Water Commission

From: <Name of CR Water Staff Member>, <Title>
Mark Marlowe, P.E., Director of Castle Rock Water

Resolution Approving a Construction Contract between the Town of Castle Rock and FNF Construction, Inc. for the 6400 East Tributary at Paintbrush Park Phases 1 and 2 Project [3492 Meadows Blvd, Castle Rock, CO 80109]
Town Council Agenda Date: June 18, 2024

Executive Summary

Castle Rock Water (CRW) requests Town Council Approval of a resolution (**Attachment A**) approving a construction contract (**Exhibit 1**) with FNF Construction, Inc. for the 6400 East Tributary at Paintbrush Park Phases 1 and 2 Project. The contract amount is \$5,476,540.50, plus staff requests a 10% Town-managed contingency in the amount of \$547,654.05, for a total project authorization of \$6,024,194.55. This project will be funded through the Stormwater Fund, and is located within Town owned open space east of Paintbrush Park in the Meadows neighborhood (**see Attachment B**). This project will rebuild the existing dam embankment for the pond adjacent to The Grange Pool complex to meet current State Dam Safety criteria, install fish habitat in the pond and fishing platforms adjacent to the pond, construct trails throughout the project limits, and construct stream stabilization features at various locations within the drainageway corridor. The project is scheduled to be completed by the end of 2024.

Notification and Outreach Efforts

In summer 2022 notifications were sent to residents in the vicinity of the project informing them of the proposed project improvements, and a public Open House was held on July 21, 2022 to present project design exhibits and plans for discussion and comment. Staff also worked closely with Meadows Neighborhood Company to elicit feedback and secure permanent drainage easements needed to access the pond site from Meadows Boulevard. Notifications will be sent out to residents and the HOA prior to the start of construction, along with periodic progress updates for the project's duration.

Discussion

The 6400 East Tributary at Paintbrush Park Phases 1 and 2 Project combines the previously separate Phase 1 and Phase 2 designs into a single project for construction. This serves to both lower overall construction costs and shorten construction duration, thereby minimizing disturbance to the residential neighborhood and public park adjacent to the project. The final project design includes the following features that address stream stabilization and public safety/recreation goals previously established:

- Redesign of the pond located north of The Grange to support recreational fishing.
- Redesign of the dam embankment to meet State Department of Natural Resources Dam Safety Branch criteria for Jurisdictional Dams.
- Inclusion of water quality volume in the new pond.
- Addition of a riprap reinforced pond overflow spillway.
- Riffle pool drop structures to stabilize the downstream channel grade.
- Riprap and grading to prevent stream bank erosion at several locations.
- New soft surface trails, stream crossings and fishing platforms for public recreational access.
- Landscaping adjacent to the pond for aesthetics and at various locations along the stream corridor to prevent erosion and support wildlife habitat.

The Town solicited construction bids via Rocky Mountain BidNet. Bids were received from two (2) contractors and are shown below:

<u>Contractor</u>	<u>Bid Price</u>
FNF Construction, Inc. Concrete Express,	\$5,476,540.50
Inc. dba CEI <i>Engineer's Estimate</i>	\$6,968,908.80
	\$3,325,000.00

FNF Construction, Inc. is the confirmed lowest bidder, and has demonstrated that they are qualified to perform the proposed work under the contract, having successfully constructed previous similar projects for other local clients.

Budget Impact

Funds for this services agreement will be charged to the Stormwater account below.

<i>Fund</i>	<i>Account Number</i>	<i>Amount</i>	<i>Cont.</i>	<i>Total</i>	<i>Budget</i>
6400 E. Trib Stab	212-4475-444.75- 52	\$5,476,540.50	\$547,654.05	\$6,024,194.55	\$_,____,____

Item #: 7. File #: WC 2024-048

Staff Recommendation

Staff recommends Town Council approval of a Resolution awarding a Construction Contract to FNF Construction, Inc. for the 6400 East Tributary at Paintbrush Park Phases 1 and 2 Project.

Proposed Motion

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

Attachments

Attachment A: Resolution (Not Attached)
Exhibit 1: Construction Contract (Not Attached)
Attachment B: Site Map (Not Attached)



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 8. **File #:** WC 2024-049

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Matt Benak, P.E., Water Resources Manager
Walt Schwarz, P.E., CIP Project Manager

Resolution Approving a Construction Phase Engineering Services Agreement between the Town of Castle Rock and Burns & McDonnell Engineering for the PCWPF Expansion Project [1929 Liggett Road Castle Rock, CO]
Town Council Agenda Date: June 18, 2024

Executive Summary

Castle Rock Water (CRW) staff request Town Council approval of a resolution (**Attachment A**) approving a Services Agreement (**Exhibit 1**) with Burns & McDonnell Engineering Company, Inc. (BMcD), for Construction Phase Engineering Services on the Plum Creek Water Purification Facility (PCWPF) Expansion project. This project is a key component to Castle Rock's long term renewable water plan and will expand the PCWPF treatment capacity from 6 million gallons per day (MGD) to 12 MGD. Facility improvements generally include expanding water treatment and solids handling systems, increasing high service pumping, and installing an emergency electrical generator.

BMcD was retained as the design consultant for this project through a competitive process and they have prepared plans and specifications for construction of this facility. As engineering consultant for the project, they have direct knowledge and experience with the specialized components designed for this project. Their continued support during construction is important to maximize value and to ensure a quality-constructed facility built in accordance with facility plans and specifications.

At the request of CRW, Burns & McDonnell submitted a proposal to provide engineering services during construction and startup. These services include but are not limited to, attending weekly progress meetings, daily construction inspection, reviewing equipment submittals, responding to requests for information from the contractor, reviewing project records, providing start-up assistance with training for CRW staff, and preparing record drawings. Staff recommends approval of the services agreement for \$3,824,954, plus a Town-managed contingency of \$191,248 (5%), for a total project authorization of \$4,016,202. Completion of the project is expected in Spring of 2028.

Current known and estimated project costs are shown below:

Item #: 8. File #: WC 2024-049

BMcD	Design (including \$119,444 contingency)	\$ 2,508,324
TCR Permit Fees	Est. based on PCWPF Advanced Treatment project	\$ 120,000
Garney Companies BMcD	Pre-construction services	\$ 311,022
	Constr. Phase Engineering Services	4,016,202
Garney Companies	Construction costs WP#1 (FGMP) WP#2 (IGMP) WP#3 (IGMP)	\$ 18,571,591 \$ 6,609,541 41,951,579
	TOTAL	\$ 74,088,259

Notification and Outreach Efforts

This is a secure facility located out of the public view. As such, the only notification and outreach associated with this project is through the budgeting process with Council where this item was identified as a major capital project for Castle Rock Water.

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

Town Council approved Resolution 2023-055 on April 18, 2023 approving a Services Agreement with BMcD for the design of the PCWPF Expansion.

Town Council approved Resolution 2023-152 on December 19, 2023 approving a Construction Contract with Garney for Preconstruction Services on the PCWPF Expansion.

Town Council approved Resolution 2024-046 on May 7, 2024 approving a First Amendment to the Construction Contract with Garney for Work Package #1 on the PCWPF Expansion.

Discussion

A need for a sustainable long-term water supply was identified in the Town's Water Resources Strategic Master Plan and one of the major goals of that plan is establishment of a renewable, sustainable water supply that accounts for 100% of the annual demand for water in Castle Rock by 2065. Renewable water sources include East Plum Creek alluvial wells, surface water using existing Town Water Rights, and imported surface water from outside of the Plum Creek Basin (e.g., WISE water). PCWPF also purifies a majority of Castle Rock's reusable water supplies.

PCWPF is currently a 6 MGD facility receiving raw water from four main sources: Castle Rock Reservoir 1 (CRR1 - connected with diversion on Plum Creek (PCD) near Sedalia and the source of most of CRW's reusable water), CR1 (a diversion on East Plum Creek near PCWPF), various alluvial wells along East Plum Creek (renewable) and deep (Denver Basin/nonrenewable) groundwater wells. CRW is currently working with BMcD under separate contract on the Chatfield Pump Back Project. This pump back project will supply water to CRR1 and Castle Rock Reservoir 2 (CRR2) from Chatfield Reservoir, expanding CRW's renewable water sources and providing a high quality, low total dissolved solids (TDS) water source for TDS blending and additional renewable water yield.

Item #: 8. File #: WC 2024-049

CRW is also working on redesigns for the two surface water diversions that feed PCWPF, CR1 and PCD. Both of these diversions are unable to operate at the fully permitted intake due to design issues leading to sanding and debris shutting down the diversions during various creek conditions. These redesigns are currently scheduled for construction in 2025 through 2026.

The original PCWPF project was completed in 2014 and included 6 MGD capacity pretreatment facilities with aeration, rapid mix, flocculation, sedimentation, and greensand filtration. The greensand filtration was followed by membrane filtration and chemical addition to form chloramines for a disinfection residual in the distribution system.

In 2021 the PCWPF Advanced Treatment (AT) project was completed and added 6 MGD capacity of advanced treatment systems such as pre-ozone, biologically active carbon (BAC) filtration (previously greensand filters converted to BAC), advanced oxidation with ozone and hydrogen peroxide, granular activated carbon (GAC) adsorption, and ultraviolet (UV) disinfection. The multiple barrier approach was designed to treat source waters for removal of pathogens, organics, regulated drinking water contaminants, and nonregulated contaminants of emerging concern (CECs). The primary goals of the PCWPF AT project were to meet or exceed requirements of the US EPA Safe Drinking Water Act, as well as additional requirements from the Colorado Department of Public Health and Environment (CDPHE) and meet or exceed requirements for direct potable reuse to allow reuse of all of CRW's reusable supplies. The facility already meets the treatment requirements for the latest drinking water standards issued by US EPA, the standards for perfluoro alkyl substances (PFAS), three years ahead of the deadline for water providers across the country.

In order to continue using and expanding renewable water sources, CRW must implement our long-term plan to expand PCWPF's current treatment capacity of 6 MGD up to 12 MGD. Expanding PCWPF will coincide with the completion of CRR2 and redesign and improvement of CR1 and PCD and provide for keeping up with growing demands as the Town adds additional residents and businesses. Once expanded, PCWPF will be the largest water treatment facility in CRW's system.

In general terms, with this project CRW will expand all treatment processes, modify the solids handling processes, install a new emergency electrical generator for the original PCWPF Building (houses high service pumping), increase high service pumping capacity, and increase laboratory areas for additional sampling and water quality testing needs. For example, treatment system improvements will include a new building adjacent to the existing pretreatment building to house 6 MGD capacity of a new rapid mix basin, flocculation and sedimentation treatment steps, and new BAC filter bays. The project will add three membrane filtration racks with 78 modules each to match existing racks. Ozone system improvements will include additional liquid oxygen storage with vaporizers, new ozone generators with chillers, ozone injection and destruct skids, and a new ozone loop reactor made of stainless-steel piping. Ten GAC filters will also be added in an expansion of the PCWPF AT building.

In order to deliver a quality-constructed project and maximize value, CRW recommends retaining BMcD for construction phase engineering services. At the request of staff, BMcD submitted a proposal to provide these services. The scope of work and fee are included as exhibits to the agreement.

Item #: 8. File #: WC 2024-049

The BMcD fee for construction phase engineering services is \$3,824,954. This fee is approximately 5.7 percent of estimated construction costs (\$67,443,732). The proposed BMcD fee is fair and reasonable, and considering the highly technical nature of the water treatment systems to be installed, sole-sourcing these services with the design consultant will help ensure that the project is constructed in compliance with plans and specifications. In addition, BMcD is familiar with the Guaranteed Maximum Price Construction Management (GMPCM) project delivery method. BMcD has worked with the contractor to revise designs as needed to fit the budget and scope, and their continued involvement is critical to maintaining the existing relationship that has developed between the Owner, Design Consultant and Contractor. Therefore, a sole source contract is recommended. A sole source justification form is included in **Attachment B**.

Budget Impact

Funding for this project was included in the 2024 budget in the project fund shown below. Current account balance in this account is approximately \$1,053,072. A budget amendment will be completed in 2024 to fully fund the project.

Project	Account Number	This Contract
Advanced Oxidation Facility	211-4375-443-77-75	\$4,016,202

Staff Recommendation

Staff and CRW Commission recommend Town Council approval of the Resolution as presented.

Proposed Motion

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

Attachments

- Attachment A: Resolution (Not Attached)
- Exhibit 1: Agreement (Not Attached)
- Attachment B: Sole Source Justification Form (Not Attached)



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 9. **File #:** WC 2024-050

To: Members of the Castle Rock Water Commission

From: Mark Marlowe, P.E., Director of Castle Rock Water
Matt Benak, P.E., Water Resources Manager
Walt Schwarz, Engineering Project Manager

Resolution Approving an Amended Agreement between the Town of Castle Rock and Garney for the Plum Creek Water Purification Facility Work Package #2
Town Council Agenda Date: June 18, 2024

Executive Summary

This will be a presentation only item.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 10. **File #:** WC 2024-051

To: Members of the Castle Rock Water Commission

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

Customer Characteristics
Town Council Agenda Date: NA

Executive Summary

As part of the annual rates and fees study, Castle Rock Water (CRW) staff gathers several pieces of information to input into the four enterprise models for calculating rates, system development fees and cost of service. Throughout the study, staff will bring to Commission some of those inputs and deliverables used for this process.

Customer Characteristics Analysis (Attachment A)

As a part of the annual Rates and Fees Study, Castle Rock Water conducts an in-depth analysis of accounts in service to determine customer characteristics and consumption patterns. We start by looking at the most current billing data for FY2023. From there, we break down the number of accounts by meter size and customer class. We then compare the number of actual permits for the last several years to the number of projected permits in that same year. The Town’s Development Services Department provides the number of accounts by customer class for past actuals as well as the forecasted amounts for FY2024 and FY2025.

An average consumption based on the most current three years (2021-2023) by account, meter size, customer class and winter versus summer season is calculated. This average three-year period serves as a comparison to previous three-year periods going back as far as 2013. This takes into consideration weather patterns and rainfall variances from year-to-year. There is a section in the report showing the monthly rainfall compared to average consumption patterns as one tool to evaluate the effectiveness of water conservation.

These individual three-year average consumption calculations provide the basis for meter equivalency factors. Starting in 2010, the Town implemented actual use meter equivalency factors in assessing the monthly service charges for water, wastewater, and water resources. The average consumption for all ¾” meters serves as the base unit with the average consumption for all larger size meters divided into this base unit to get an equivalency factor by meter size and customer class.

Customer data for the last three years (2021-2023) then determines an average representative customer for each customer class. One customer from each customer class then represents the class average and their consumption patterns are used to calculate a typical customer's annual bill.

In 2020, we started showing the average consumption patterns of atypical customers' consumption patterns compared to the average customer. Atypical can be defined as a customer whose consumption patterns are not typical of an average customer in that same meter size and or customer class due to the nature of their business or varying water needs. We eliminate these from the average calculation as to avoid skewing the average for a representative customer by meter size and customer class.

Billed usage by tier from 2014-2023 by customer class is analyzed to see if customers are staying within their water budget tiered rate structure. The purpose of this data analysis is also to see if customers over time are conserving water and avoiding Tier 3 - Excessive usage and Surcharge (over 40,000 gallons per month).

We also looked at the customers with a 0.67 SFE to see if their consumption patterns are meeting the intent of the program, to use one-third less water than an average ¾" residential customer's usage. Additional information such as 0.67 SFE accounts by irrigated area also help us to understand the larger irrigated accounts that typically consume larger amounts of water and may or may not be meeting the intent of the program. In addition to the 0.67 SFE accounts, we also review consumption patterns for Water Efficiency Plan (WEP) accounts to determine the impact of their required water efficient products on consumption.

Other areas within the study include consumption patterns based on watering schedules, consumption patterns of residential customers who received rebates for ColoradoScape conversions, customer class consumption based on irrigated areas, consumption patterns for customers designated as HOAs, bulk water accounts consumption and Town accounts consumption patterns over time. We also compare weather patterns to customer usage across the customer classes to see if there is a correlation between the two.

Like the water fund, we also chart the number of accounts from the latest 2023 billing data plus growth projections for 2024 and 2025 for customers who are receiving water resources and wastewater services. Stormwater Single Family Equivalents (SFEs) is the unit of measure for the stormwater fund, unlike accounts which are the unit of measure in the other three enterprise funds. CRW uses 3,255 impervious square feet for one SFE for this calculation.

Key information found in this report integrates into the development of rates and fees.

Attachment:

Attachment A: Customer Characteristics Analysis

Item #: 10. **File #:** WC 2024-051



CUSTOMER CHARACTERISTICS ANALYSIS

2024 RATES AND FEES STUDY

PREPARED BY:

CASTLE ROCK WATER
BUSINESS SOLUTIONS TEAM

September 2024

CONTENTS

- EXECUTIVE SUMMARY* 9
- WATER ENTERPRISE FUND* 10
 - NUMBER OF ACCOUNTS BY METER SIZE & CUSTOMER CLASS 10
 - TABLE 1: ACCOUNTS BY METER SIZE & CUSTOMER CLASS (FY2023)..... 10
 - CHART 1: RESIDENTIAL WATER ACCOUNTS 11
 - CHART 2: NON-RESIDENTIAL WATER ACCOUNTS 12
 - 2015-2025 ACTUAL GROWTH VERSUS PROJECTED GROWTH..... 13
 - CHART 3: RESIDENTIAL GROWTH 14
 - CHART 4: MULTIFAMILY GROWTH..... 14
 - CHART 5: COMMERCIAL GROWTH 15
 - CHART 6: IRRIGATION GROWTH 15
 - CHART 7: All CUSTOMER CLASSES COMBINED GROWTH 16
 - 3-YEAR AVERAGE CONSUMPTION BY CUSTOMER CLASS..... 16
 - TABLE 2: 3-YEAR AVG MONTHLY CONSUMPTION BY CUSTOMER CLASS & METER SIZE (2021-2023)..... 17
 - TABLE 2A: 3-YEAR AVG MONTHLY CONSUMPTION RESIDENTIAL METER SIZES (2021-2023) 17
 - CHART 8: 3-YEAR AVG MONTHLY CONSUMPTION RESIDENTIAL ACCOUNTS 18

CHART 9: 3-YEAR AVG MONTHLY CONSUMPTION NON-RESIDENTIAL ACCOUNTS 19

CHART 10: 3-YEAR AVG MONTHLY CONSUMPTION BY METER SIZE ¾" to 3" ALL CUSTOMER CLASSES 20

CHART 11: 3-YEAR AVG MONTHLY CONSUMPTION BY METER SIZE - 4" and 6" 21

3-YEAR AVERAGE CONSUMPTION WITH & WITHOUT IRRIGATION 21

TABLE 3: 3-YEAR AVERAGE MONTHLY CONSUMPTION BY METER SIZE FOR ALL CUSTOMER CLASSES COMBINED (2021-2023) 21

CHART 12: 3-YEAR AVG MONTHLY CONSUMPTION ¾" METERS..... 22

CHART 13: 3-YEAR AVG MONTHLY CONSUMPTION 1" METERS 22

CHART 14: 3-YEAR AVG MONTHLY CONSUMPTION 1.5" METERS 23

CHART 15: 3-YEAR AVG MONTHLY CONSUMPTION 2" METERS 24

CHART 16: 3-YEAR AVG MONTHLY CONSUMPTION 3" METERS 25

CHART 17: 3-YEAR AVG MONTHLY CONSUMPTION 4" METERS 25

CHART 18: 3-YEAR AVG MONTHLY CONSUMPTION 6" METERS 26

EQUIVALENCY FACTORS 26

TABLE 4: 2024 STUDY ACTUAL USE EQUIVALENCY FACTORS (BASED ON 3-YEAR AVG. 2021-2023)..... 27

CHART 19: EQUIVALENCY FACTORS 2024 STUDY COMPARED TO THE 2023 STUDY..... 28

REPRESENTATIVE CUSTOMER BY CUSTOMER CLASS 28

TABLE 5: REPRESENTATIVE CUSTOMER BY CLASS 2023 BILLING DATA 29

ATYPICAL ACCOUNTS	30
CHART 20: 200% ET ATYPICAL CUSTOMERS	31
CHART 21: CARWASH ATYPICAL CUSTOMERS.....	32
CHART 22: HOTEL ATYPICAL CUSTOMERS	32
CHART 23: SWIMMING POOL ATYPICAL CUSTOMERS	33
CONSUMPTION BY TIER.....	33
TABLE 6: BILLED USAGE BY CUSTOMER CLASS BY TIER JANUARY 2023- DECEMBER 2023.....	33
TABLE 7: BILLED USAGE BY SEASON BY CUSTOMER CLASS BY TIER JANUARY 2023-DECEMBER 2023	34
CHART 24: COMMERCIAL CUSTOMER CLASS ANNUAL BILLED USAGE BY TIER 2014-2023	35
CHART 25: MULTIFAMILY CUSTOMER CLASS ANNUAL BILLED USAGE BY TIER 2014-2023	35
CHART 26: IRRIGATION CUSTOMER CLASS ANNUAL BILLED USAGE BY TIER 2014-2023	36
CHART 27: RESIDENTIAL CUSTOMER CLASS ANNUAL BILLED USAGE BY TIER 2014-2023	36
CHART 28: RESIDENTIAL CUSTOMER CLASS ANNUAL BILLED USAGE RESIDENTIAL SURCHARGE 2014-2023	37
5/8" ACCOUNTS - 0.67 SFE.....	37
CHART 29: 0.67 SFE ACCOUNT CONSUMPTION BY YEAR	38

WATER EFFICIENCY PLAN (WEP) ACCOUNTS.....	38
TABLE 8: AVERAGE WEP ACCOUNT USAGE	39
CHART 30: AVERAGE WEP ACCOUNT USAGE VS. 0.67 AND 1.00 SFE USAGE	39
IRRIGATION USAGE BASED ON WATERING SCHEDULES.....	39
CHART 31: RESIDENTIAL IRRIGATION SEASON USAGE BY WATERING SCHEDULE	40
CHART 32: NON-RESIDENTIAL IRRIGATION SEASON USAGE BY WATERING SCHEDULE	41
IRRIGATION SEASON USAGE VERSUS WEATHER PATTERNS.....	41
CHART 33: RESIDENTIAL MONTHLY USAGE VS. DAYS OF MONTHLY RAINFALL.....	42
CHART 34: IRRIGATION MONTHLY USAGE VS. DAYS OF MONTHLY RAINFALL	42
CHART 35: MULTIFAMILY WITH IRRIGATION MONTHLY USAGE VS DAYS OF MONTHLY RAINFALL	43
CHART 36: COMMERCIAL WITH IRRIGATION MONTHLY USAGE VS. DAYS OF MONTHLY RAINFALL	43
COLORADOSCAPE REBATES	44
TABLE 9: COLORADOSCAPE TIER 2 & TIER 3 CONSUMPTION SAVINGS	44
CHART 37: COLORADOSCAPE REBATES	45
IMPACT OF IRRIGATED AREAS (Square Feet)	45
CHART 38: RESIDENTIAL ACCOUNTS BY IRRIGATED AREA.....	46

CHART 39: RESIDENTIAL AVERAGE MONTHLY CONSUMPTION BY IRRIGATED AREA 46

CHART 40: COMMERCIAL ACCOUNTS BY IRRIGATED AREA 47

CHART 41: COMMERCIAL AVERAGE MONTHLY CONSUMPTION BY IRRIGATED AREA 47

HOAs AVERAGE MONTHLY CONSUMPTION 48

CHART 42: AVERAGE MONTHLY CONSUMPTION FOR ALL HOAs (84) COMBINED 48

CHART 43: SELECTED FOUR HOAs AVERAGE MONTHLY CONSUMPTION..... 49

MONTHLY CONSUMPTION BY SUBDIVISION..... 49

CHART 44: MEADOWS AVERAGE MONTHLY CONSUMPTION 49

CHART 45: MEADOWS AVERAGE MONTHLY CONSUMPTION BY CUSTOMER 50

CHART 46: MEADOWS RESIDENTIAL ACCOUNTS BY IRRIGATED AREA 50

CHART 47: MEADOWS RESIDENTIAL ACCOUNTS IRRIGATED AREA BY CUSTOMER 51

CHART 48: FOUNDERS AVERAGE MONTHLY CONSUMPTION 51

CHART 49: FOUNDERS AVERAGE MONTHLY CONSUMPTION BY CUSTOMER 52

CHART 50: FOUNDERS RESIDENTIAL ACCOUNTS BY IRRIGATED AREA 52

CHART 51: FOUNDERS RESIDENTIAL ACCOUNTS IRRIGATED AREA BY CUSTOMER 53

CHART 52: PLUM CREEK AVERAGE MONTHLY CONSUMPTION..... 53

CHART 53: PLUM CREEK AVERAGE MONTHLY CONSUMPTION BY CUSTOMER 54

CHART 54: PLUM CREEK RESIDENTIAL ACCOUNTS BY IRRIGATED AREA.....	54
CHART 55: PLUM CREEK RESIDENTIAL ACCOUNTS IRRIGATED AREA BY CUSTOMER	55
BULK WATER ACCOUNTS	55
CHART 56: BULK HYDRANT AND BULK STATION ACCOUNTS	56
CHART 57: BULK HYDRANT USAGE.....	56
CHART 58: BULK STATION USAGE.....	57
TOWN ACCOUNT CONSUMPTION	57
CHART 59: TOWN CONSUMPTION	58
TABLE 10: TOWN CONSUMPTION BY YEAR AND DEPARTMENT (Kgal)	58
WASTEWATER ENTERPRISE FUND	59
NUMBER OF ACCOUNTS BY METER SIZE & CUSTOMER CLASS	59
TABLE 11: ACCOUNTS BY METER SIZE & CUSTOMER CLASS (FY2023).....	59
CHART 60: RESIDENTIAL WASTEWATER ACCOUNTS	60
CHART 61: NON-RESIDENTIAL WASTEWATER ACCOUNTS.....	61
WATER RESOURCES ENTERPRISE FUND	62
NUMBER OF ACCOUNTS BY METER SIZE & CUSTOMER CLASS	62
TABLE 12: ACCOUNTS BY METER SIZE AND CUSTOMER CLASS (FY2023)	63
CHART 62: RESIDENTIAL WATER RESOURCES ACCOUNTS.....	63
CHART 63: NON-RESIDENTIAL WATER RESOURCES ACCOUNTS.....	64
STORMWATER ENTERPRISE FUND.....	65

TABLE 13: STORMWATER SFES (JAN 23-DEC 23) 65

CHART 64: STORMWATER SFES 65

EXECUTIVE SUMMARY

As a part of the annual Rates and Fees Study, Castle Rock Water conducts an in-depth analysis of accounts in service to determine customer characteristics and consumption patterns. We start by looking at the most current billing data for FY2023. From there, we break down the number of accounts by meter size and customer class. We then compare the number of actual permits for the last several years to the number of projected permits in that same year. The Town's Development Services Department provides the number of accounts by customer class for past actuals as well as the forecasted amounts for FY2024 and FY2025.

An average consumption based on the most current three years (2021-2023) by account, meter size, customer class and winter versus summer season is calculated. This average three-year period serves as a comparison to previous three-year periods going back as far as 2013. This takes into consideration weather patterns and rainfall variances from year-to-year. There is a section in the report showing the monthly rainfall compared to average consumption patterns as one tool to evaluate the effectiveness of water conservation.

These individual three-year average consumption calculations provide the basis for meter equivalency factors. Starting in 2010, the Town implemented actual use meter equivalency factors in assessing the monthly service charges for water, wastewater, and water resources. The average consumption for all ¾" meters serves as the base unit with the average consumption for all larger size meters divided into this base unit to get an equivalency factor by meter size and customer class.

Customer data for the last three years (2021-2023) then determines an average representative customer for each customer class. One customer from each customer class then represents the class average and their consumption patterns are used to calculate a typical customer's annual bill.

In 2020, we started showing the average consumption patterns of atypical customers' consumption patterns compared to the average customer. Atypical can be defined as a customer whose consumption patterns are not typical of an average customer in that same meter size and or customer class due to the nature of their business or varying water needs. We eliminate these from the average calculation as to avoid skewing the average for a representative customer by meter size and customer class.

Billed usage by tier from 2014-2023 by customer class is analyzed to see if customers are staying within their water budget tiered rate structure. The purpose of this data analysis is also to see if customers over time are conserving water and avoiding Tier 3 - Excessive usage and Surcharge (over 40,000 gallons per month).

We also looked at the customers with a 0.67 SFE to see if their consumption patterns are meeting the intent of the program, to use one-third less water than an average ¾" residential customer's usage. Additional information such as 0.67 SFE accounts by irrigated area also help us to understand the larger irrigated accounts that typically consume larger amounts of water and may or may not be meeting the intent of the program. In addition to the 0.67 SFE

accounts, we also review consumption patterns for Water Efficiency Plan (WEP) accounts to determine the impact of their required water efficient products on consumption.

Other areas within the study include consumption patterns based on watering schedules, consumption patterns of residential customers who received rebates for ColoradoScape conversions, customer class consumption based on irrigated areas, consumption patterns for customers designated as HOAs, bulk water accounts consumption and Town accounts consumption patterns over time. We also compare weather patterns to customer usage across the customer classes to see if there is a correlation between the two.

Like the water fund, we also chart the number of accounts from the latest 2023 billing data plus growth projections for 2024 and 2025 for customers who are receiving water resources and wastewater services. Stormwater Single Family Equivalents (SFEs) is the unit of measure for the stormwater fund, unlike accounts which are the unit of measure in the other three enterprise funds. CRW uses 3,255 impervious square feet for one SFE for this calculation.

Key information found in this report integrates into the development of rates and fees.

WATER ENTERPRISE FUND

NUMBER OF ACCOUNTS BY METER SIZE & CUSTOMER CLASS

Table 1 below shows the number of accounts by meter size and customer class using 12 months of billing data (Jan23-Dec23). This shows that 26,887 customers were receiving water service during this capture period. The FY2022 accounts based on 12 months of billing data (Jan22-Dec22) showed 26,320 customers were receiving water service. There are 567 more accounts in FY2023 than FY2022. The number of accounts by meter size are key inputs into the system development fees model. The number of accounts then convert into Single Family Equivalents (SFEs) which determines existing versus new system capacities and are then used in the calculations within the Water and Wastewater cost of service models.

TABLE 1: ACCOUNTS BY METER SIZE & CUSTOMER CLASS (FY2023)

Meter Size	Residential	Multifamily	Commercial	Bulk	Irrigation	MultiFamily Indoor Use Only	Commercial Indoor Use Only	Total
5/8"	2,476	-	-	-	2	4	7	2,489
3/4"	22,457	14	125	59	227	101	141	23,124
1"	24	25	71	-	120	143	114	497
1.5"	-	55	51	-	177	120	102	505
2"	-	15	29	-	91	45	51	231
3"	-	2	5	-	8	4	15	34
4"	-	1	-	-	2	-	2	5
6"	-	-	2	-	-	-	-	2
Total	24,957	112	283	59	627	417	432	26,887

Chart 1 below shows the growth in residential accounts from 2013-2023 and the projected growth for FY2024 and FY2025. An increase of 500 permits for 2024 and 500 for 2025 is forecasted by the Town’s Development Services Department for the residential customer class.

CHART 1: RESIDENTIAL WATER ACCOUNTS

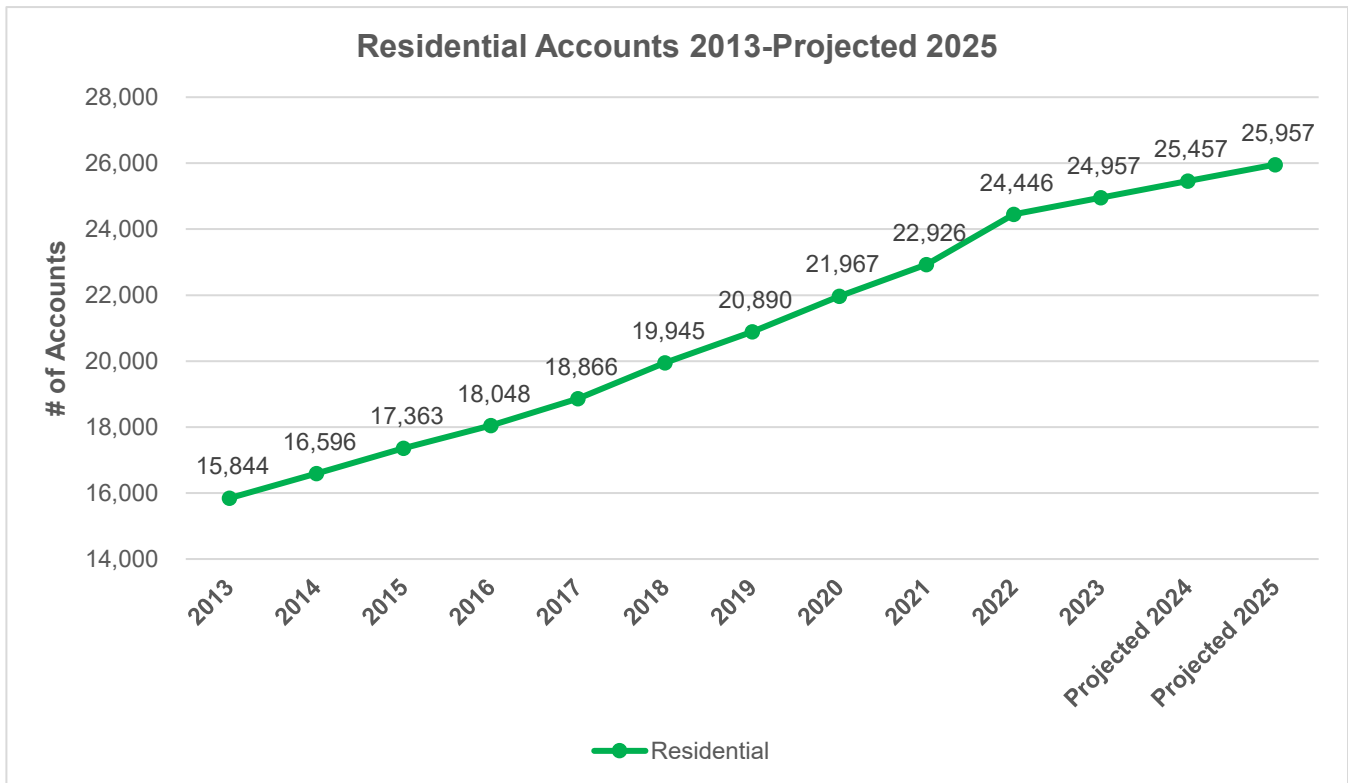
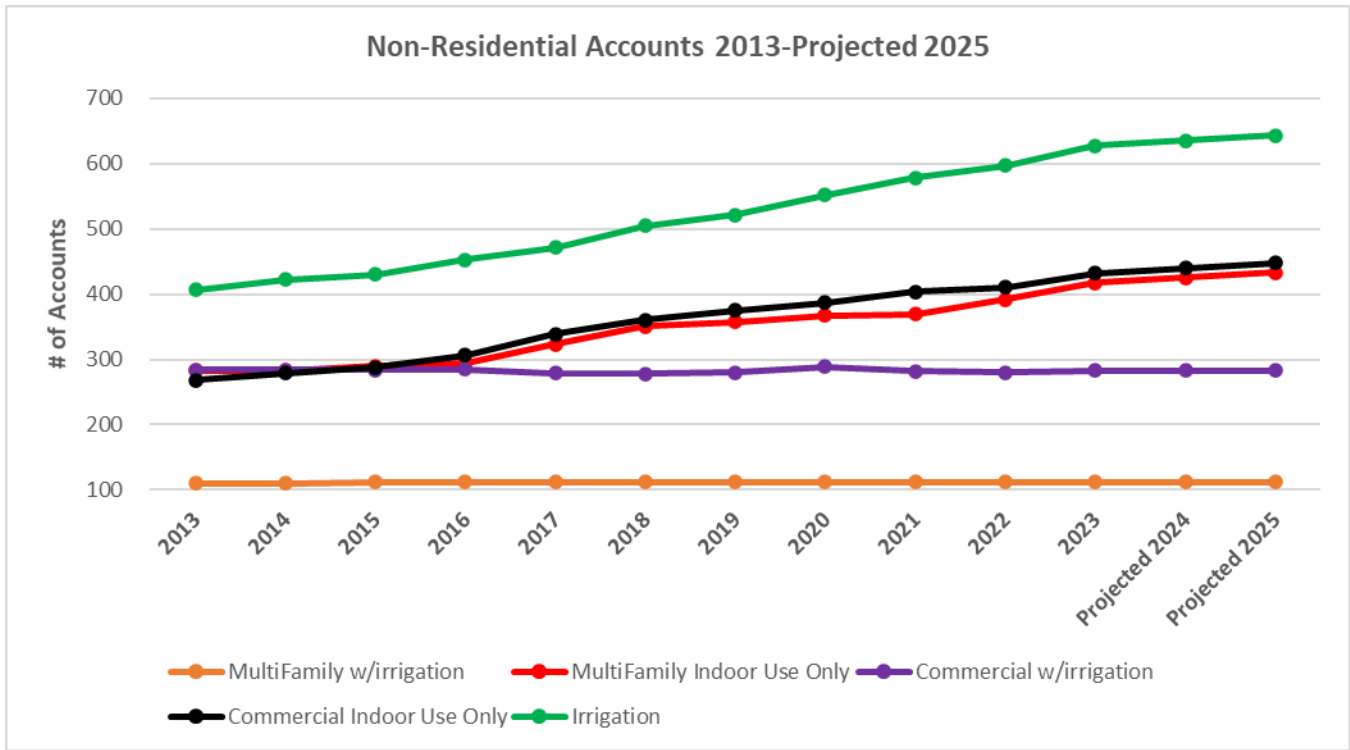


Chart 2 shows the number of non-residential accounts from 2013-2023. Over the past several years, there has been incremental growth in non-residential accounts with irrigation, commercial indoor use only and multifamily indoor use only showing slight year-over-year increases. Current projections estimate approximately 48 non-residential permits from 2024-2025, which is in line with the moderate growth expectations in residential permits over the same timeframe.

CHART 2: NON-RESIDENTIAL WATER ACCOUNTS



Castle Rock Water projects FY2025 water accounts by using FY2023 billing data plus the projected growth for FY2024 and FY2025. The FY2025 water accounts are projected to equal 27,876 (25,957 for residential and 1,919 for non-residential). These projections do not include existing bulk water accounts, as those are temporary accounts. Growth projections are as follows by customer class:

2024 Projected New Accounts by Customer Class:

500	Residential (1 SFE)
8	Multi-Family
8	Commercial
8	Irrigation
524	Total

2025 Projected New Accounts by Customer Class:

500	Residential (1 SFE)
8	Multi-Family
8	Commercial
8	Irrigation
524	Total

Projections are for 524 new accounts for FY2024 and 524 new accounts for FY2025 for a total increase through FY2025 of 1,048 new accounts.

2015-2025 ACTUAL GROWTH VERSUS PROJECTED GROWTH

CRW has seen significant growth in accounts throughout the timeframe of this analysis, however lower permit numbers beginning in 2022 indicate that near-term growth may be more moderate than in previous years. The projections received each year from the Town’s Development Services Department are important components to the rate models and revenue projections when looking at needed rate or fee increases year over year. When looking at future projections it is also important to look at how closely the past projections have compared to the actual results each year. Charts 3-6 below show the actual number of permits compared to the projected number of permits during the same year. Charts 3-6 break out residential, multi-family, commercial and irrigation, whereas Chart 7 shows all customer classes combined. Multi-family permits shown in Chart 4 are typically master meters serving multiple units. Based on historical trends, the average number of units served per master metered account is approximately 14.

CHART 3: RESIDENTIAL GROWTH

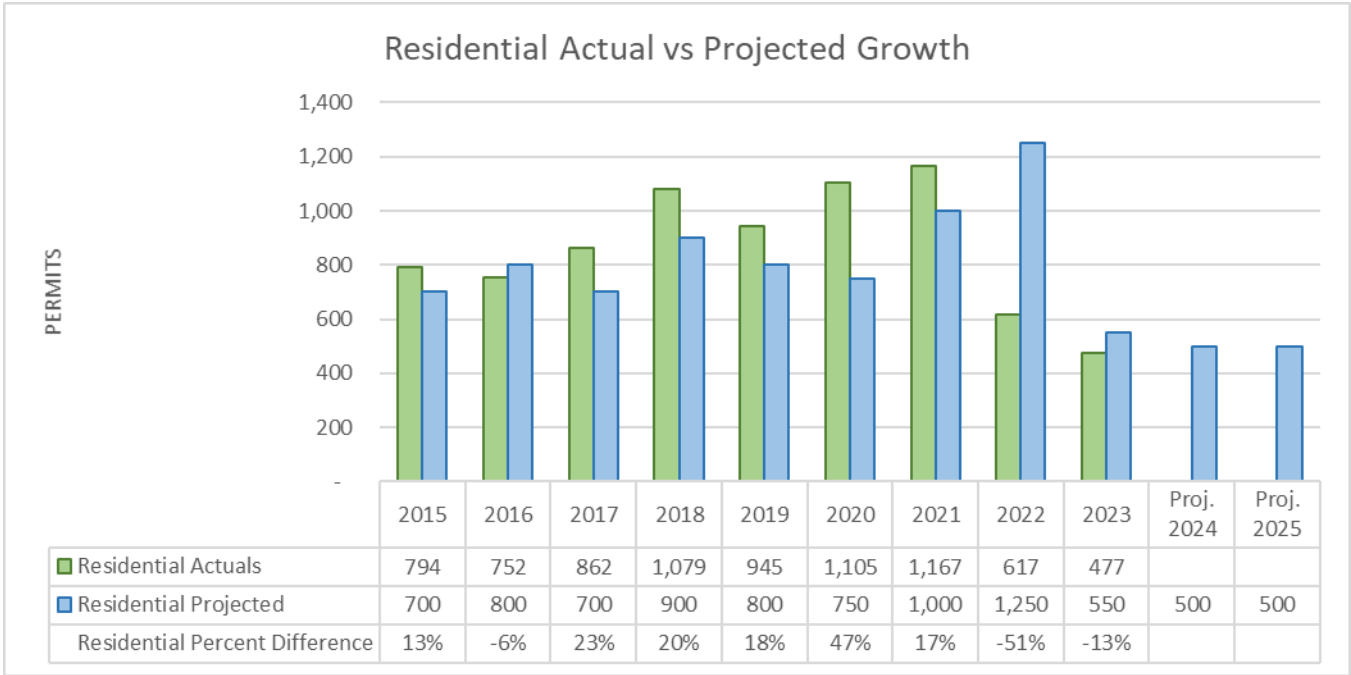


CHART 4: MULTIFAMILY GROWTH

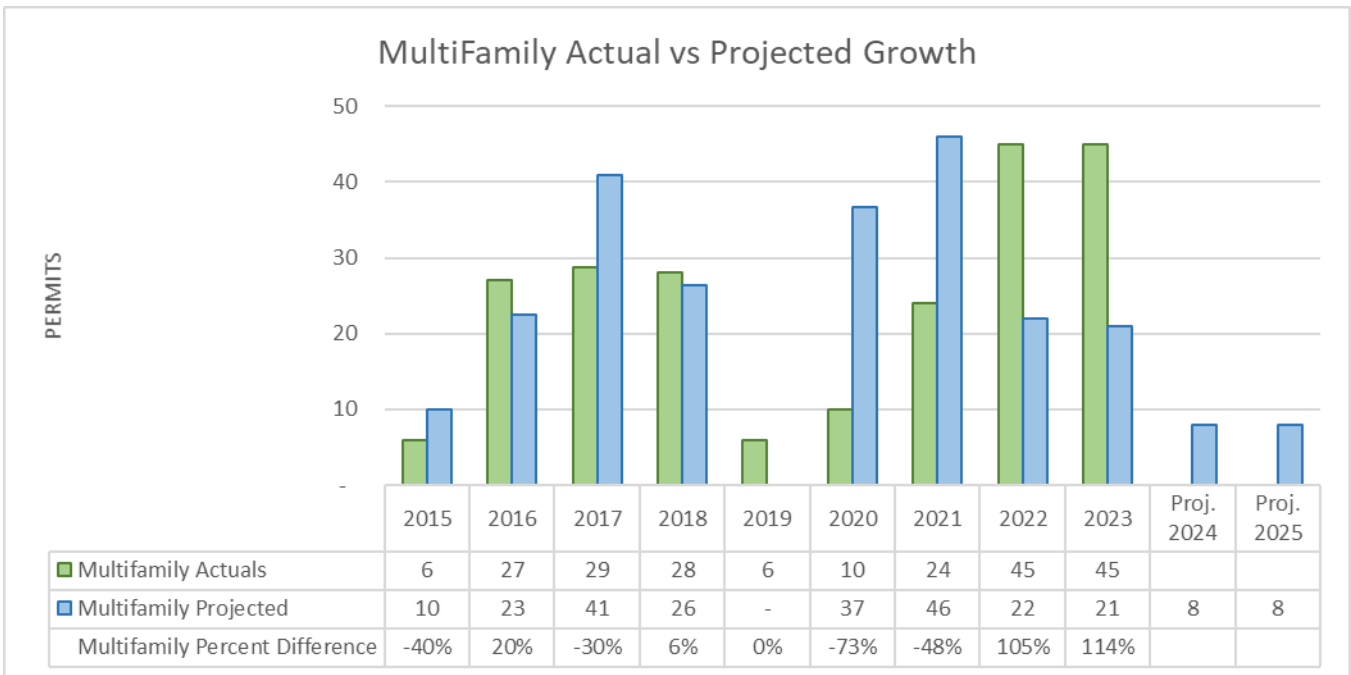


CHART 5: COMMERCIAL GROWTH

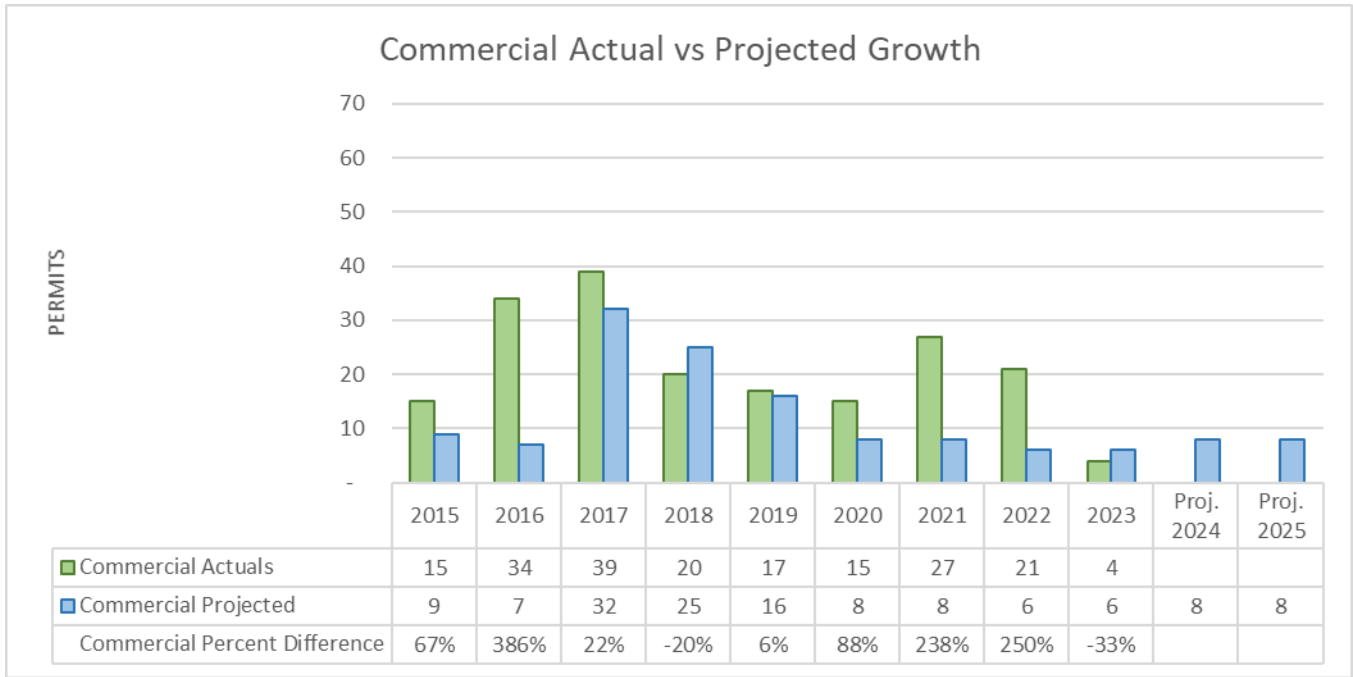


CHART 6: IRRIGATION GROWTH

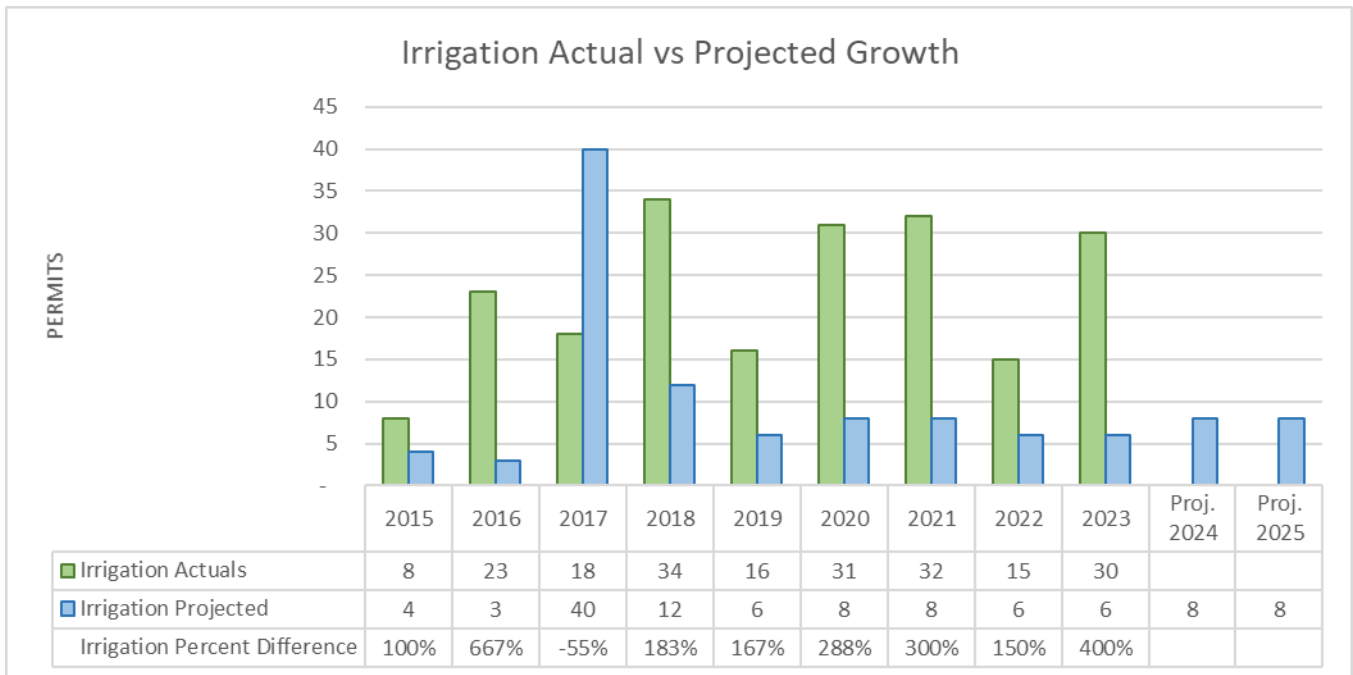
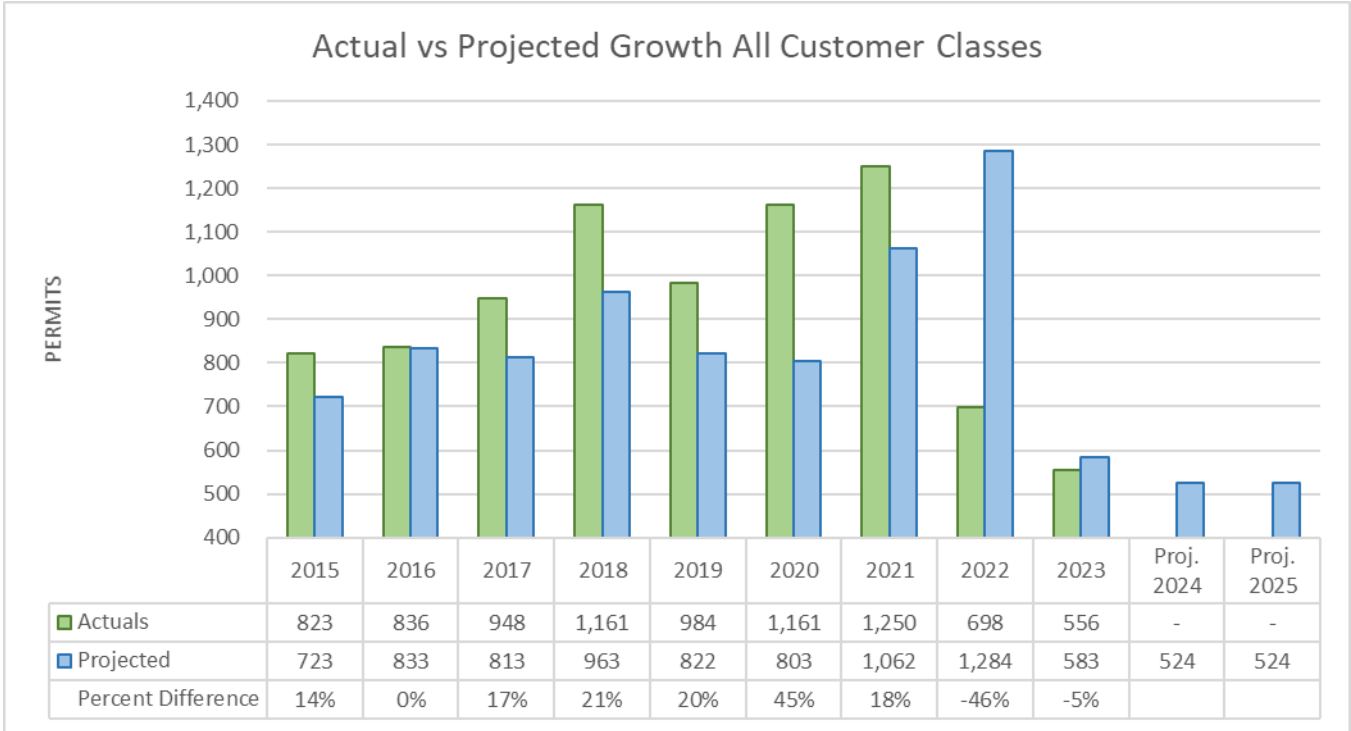


CHART 7: ALL CUSTOMER CLASSES COMBINED GROWTH



3-YEAR AVERAGE CONSUMPTION BY CUSTOMER CLASS

Table 2 shows the 3-year average monthly consumption by meter size and customer class for 2021-2023 billing data. Table 2A shows the breakdown of the residential meter sizes shown in Table 2 and their individual applicable 3-year averages. Chart 8 shows the 3-year average monthly consumption for all residential meter sizes, including 5/8" through 1". The most recent 3-year period for residential did see a significant decrease over the prior comparison period. This decrease is primarily due to the lower consumption in 2023 as a result of higher rainfall during irrigation season.

**TABLE 2: 3-YEAR AVG MONTHLY
CONSUMPTION BY CUSTOMER CLASS &
METER SIZE (2021-2023)**

Meter Size	Residential	Multifamily	Commercial	Irrigation	Multifamily Indoor Use Only	Commercial Indoor Use Only
5/8"	4.87	-	-	14.69	5.31	5.58
3/4"	7.38	21.76	9.86	29.78	3.15	10.62
1"	18.17	32.91	28.02	60.64	16.51	21.00
1.5"	-	65.53	43.46	133.23	50.51	36.84
2"	-	88.13	86.63	227.81	70.04	61.75
3"	-	310.25	151.12	375.59	329.20	87.33
4"	-	337.58	-	690.05	-	1,730.11
6"	-	-	730.91	-	-	-

**TABLE 2A: 3-YEAR AVG MONTHLY
CONSUMPTION RESIDENTIAL METER SIZES
(2021-2023)**

Residential Accounts									
Meter Size	2013-2015	2014-2016	2015-2017	2016-2018	2017-2019	2018-2020	2019-2021	2020-2022	2021-2023
5/8"	5.70	5.44	5.37	5.44	5.26	5.23	5.07	5.10	4.87
3/4"	7.30	7.30	7.48	7.68	7.59	7.81	7.81	8.01	7.38
1"	14.17	21.26	17.86	18.69	17.48	16.75	15.99	16.60	18.17
Average	7.28	7.26	7.43	7.60	7.49	7.66	7.61	7.77	7.15

CHART 8: 3-YEAR AVG MONTHLY CONSUMPTION RESIDENTIAL ACCOUNTS

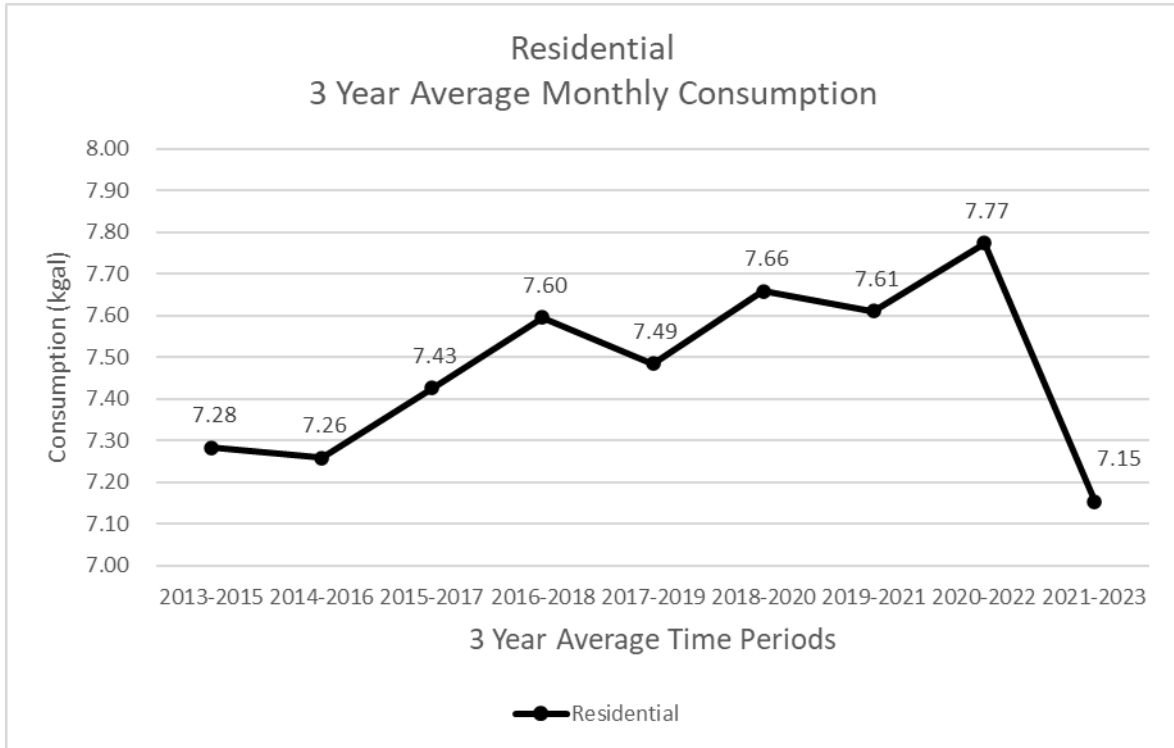
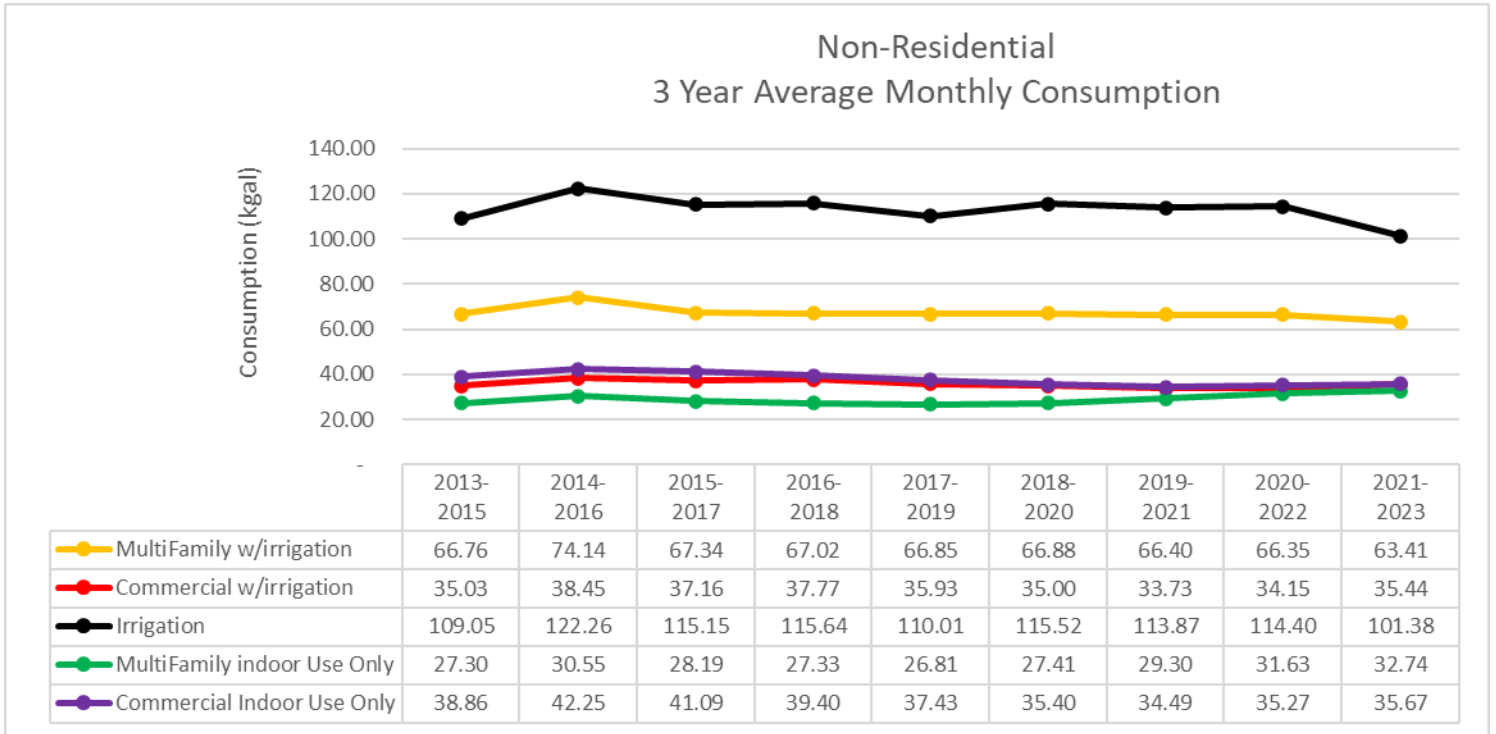


CHART 9: 3-YEAR AVG MONTHLY CONSUMPTION NON-RESIDENTIAL ACCOUNTS



The 3-year average monthly consumption shown above in Chart 9 is for all non-residential customer classes. All non-residential customer classes have maintained relatively flat average monthly consumption throughout all comparison periods.

In Chart 10 below the 3-year average monthly consumption for the 3/4" to 3" size of meters for all customer classes have remained relatively flat over the comparison periods.

CHART 10: 3-YEAR AVG MONTHLY CONSUMPTION BY METER SIZE ¾" to 3" ALL CUSTOMER CLASSES

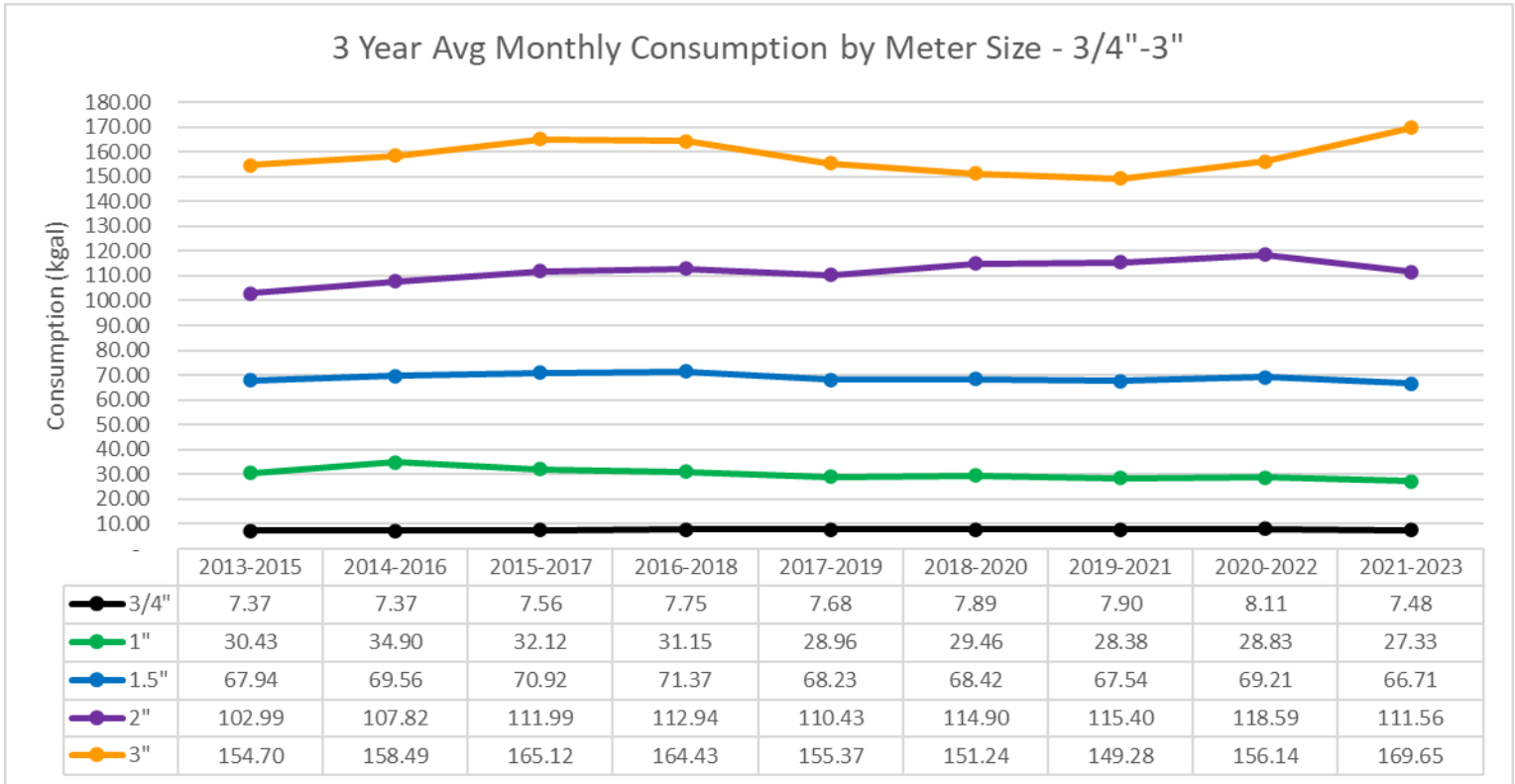
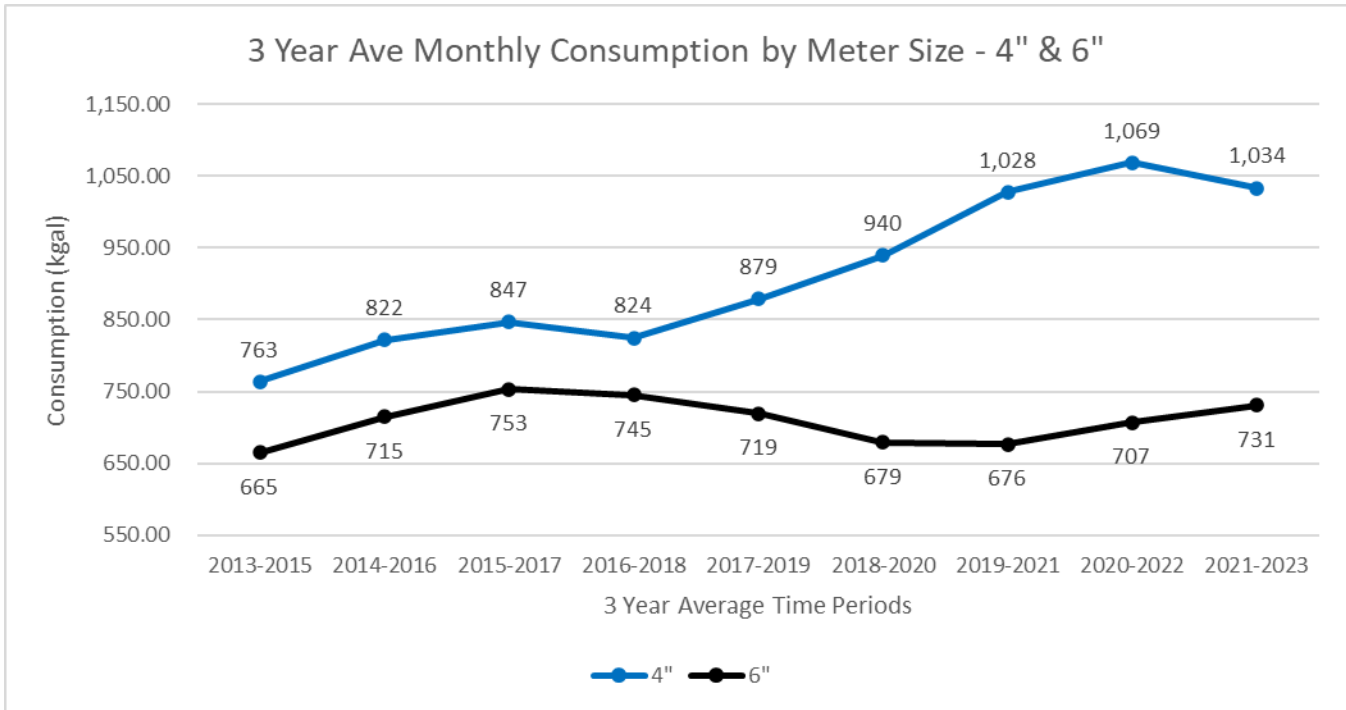


Chart 11 below shows the average consumption for the two 6" meters in service which saw a downward trend beginning in the 2016-2018 comparison period and continued through the 2019-2021 period but saw a slight increase in the two most recent periods. We currently have five 4" meters in service, four active meters and one redundant meter for medical purposes. The increase in the 2013 and forward consumption pattern is a result of the 4" medical facility meter that was installed in 2013.

CHART 11: 3-YEAR AVG MONTHLY CONSUMPTION BY METER SIZE - 4" and 6"



3-YEAR AVERAGE CONSUMPTION WITH & WITHOUT IRRIGATION

The data in Table 3 shows the average monthly consumption by meter size for all customer classes combined. This shows that the monthly consumption in many cases more than doubles between the summer “with irrigation” and the winter “without irrigation” seasons.

TABLE 3: 3-YEAR AVERAGE MONTHLY CONSUMPTION BY METER SIZE FOR ALL CUSTOMER CLASSES COMBINED (2021-2023)

Meter Size	With Irrigation	Without Irrigation
5/8"	5.88	3.41
3/4"	9.70	4.31
1"	33.06	16.86
1.5"	79.53	40.87
2"	134.82	60.12
3"	199.86	121.61
4"	1,109.95	927.30
6"	802.10	626.68

CHART 12: 3-YEAR AVG MONTHLY CONSUMPTION 3/4" METERS

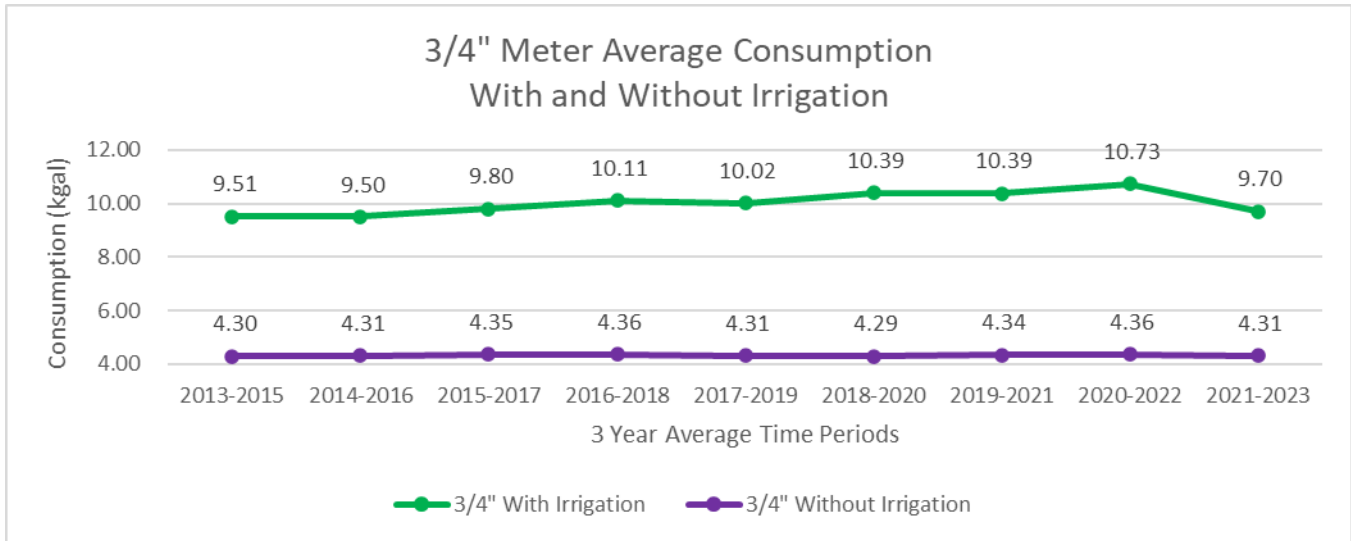


Chart 12 above shows that 3/4" meter accounts usage "without irrigation" is very consistent from year-to-year. Approximately 97% of the 3/4" meters are residential accounts. This trend indicates indoor water usage from year-to-year for 3/4" meters is staying consistent, even with the increase in the number of accounts.

CHART 13: 3-YEAR AVG MONTHLY CONSUMPTION 1" METERS

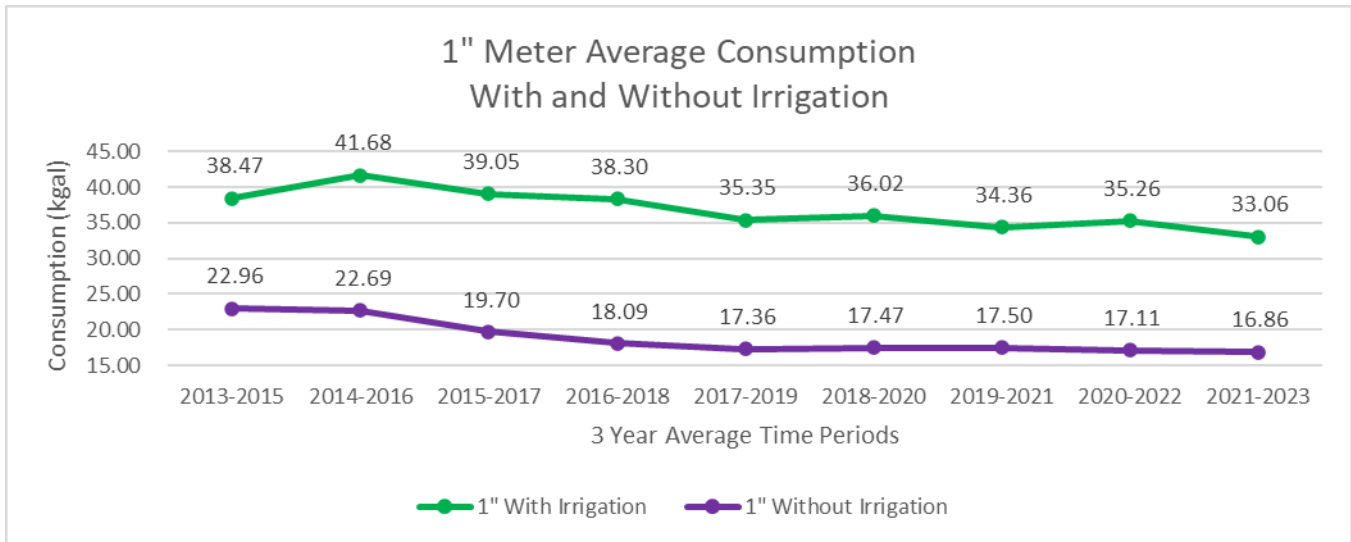


Chart 13 above shows that 1" meter accounts usage without irrigation have relatively flat consumption over the last five comparison periods after showing downward trends beginning in the 2015-2017 comparison period. 1" meter accounts usage with irrigation had relatively flat consumption over the comparison periods for 2017-2022, but saw consumption drop in the

most recent comparison period, 2021-2023. This is mostly likely due to the wet irrigation season we had in 2023.

Chart 14 below shows the usage for both the “with irrigation” and “without irrigation” for all 1.5” accounts is relatively flat over the comparison periods until the last three comparison periods. The “with irrigation” usage did see a decrease in the most current comparison period, likely due to the increase in rainfall in 2023.

CHART 14: 3-YEAR AVG MONTHLY CONSUMPTION 1.5” METERS

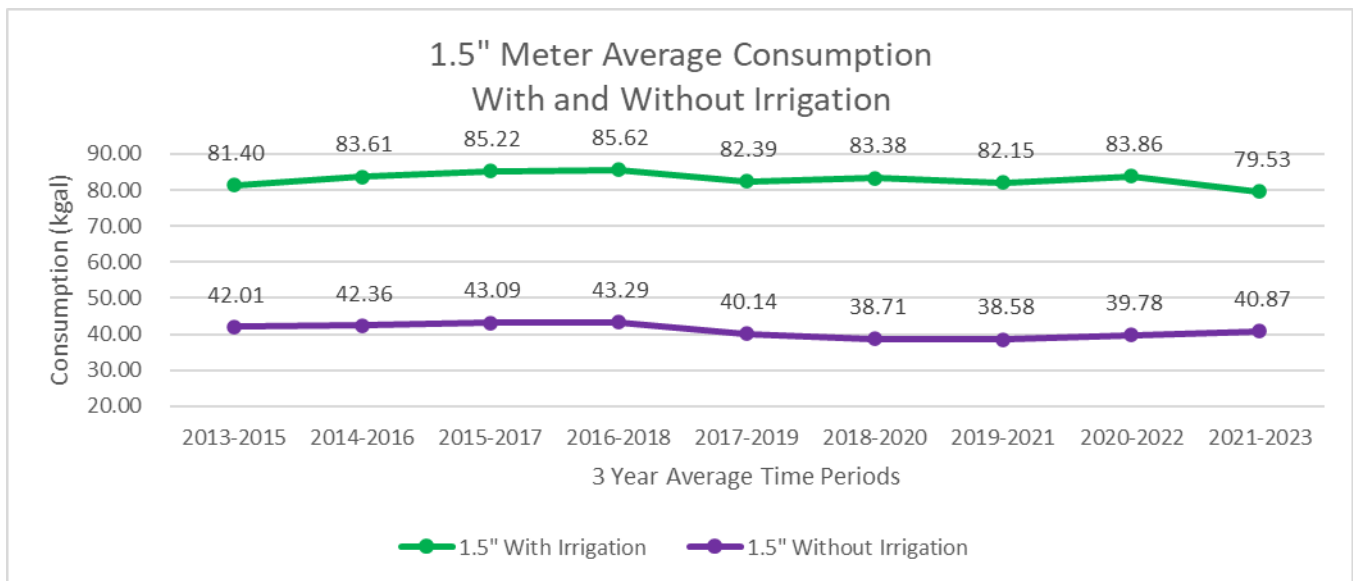


CHART 15: 3-YEAR AVG MONTHLY CONSUMPTION 2" METERS

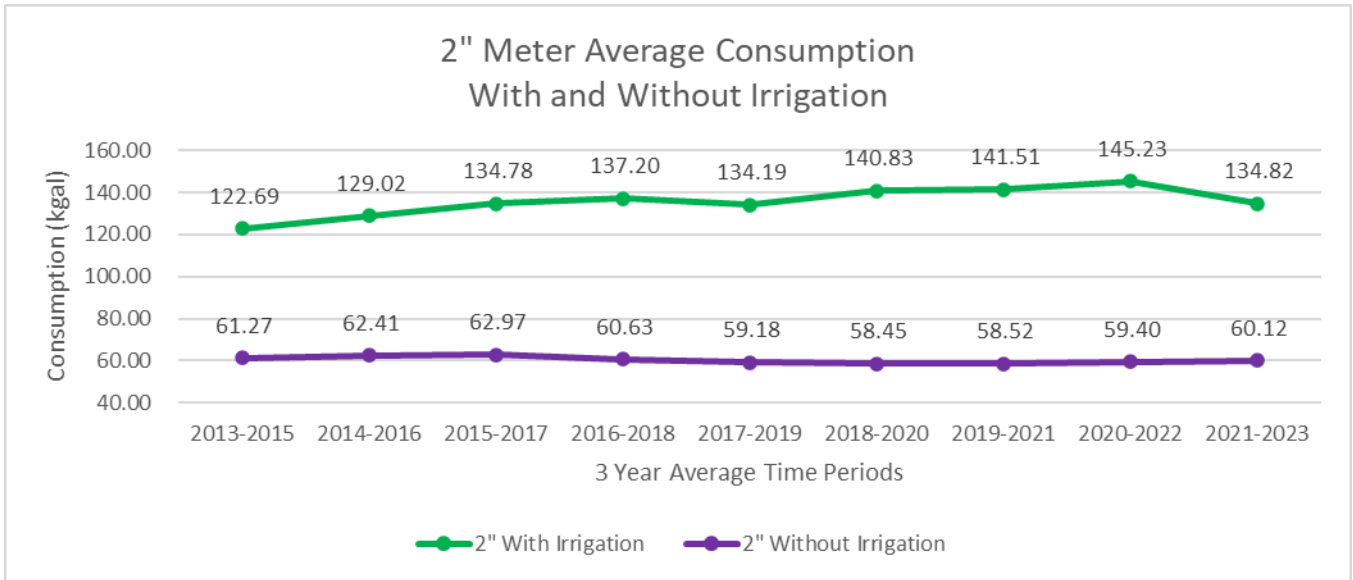


Chart 15 above for 2" meters shows a relatively flat trend for the meters without irrigation over the past three comparison periods. The meters with irrigation have generally showed an upward trend, however the most recent comparison period saw a decrease due to the higher rainfall in 2023. Chart 16 below for 3" meters shows that for both the meters with and without irrigation saw an increase in the most recent comparison period, driven by several commercial accounts.

CHART 16: 3-YEAR AVG MONTHLY CONSUMPTION 3" METERS

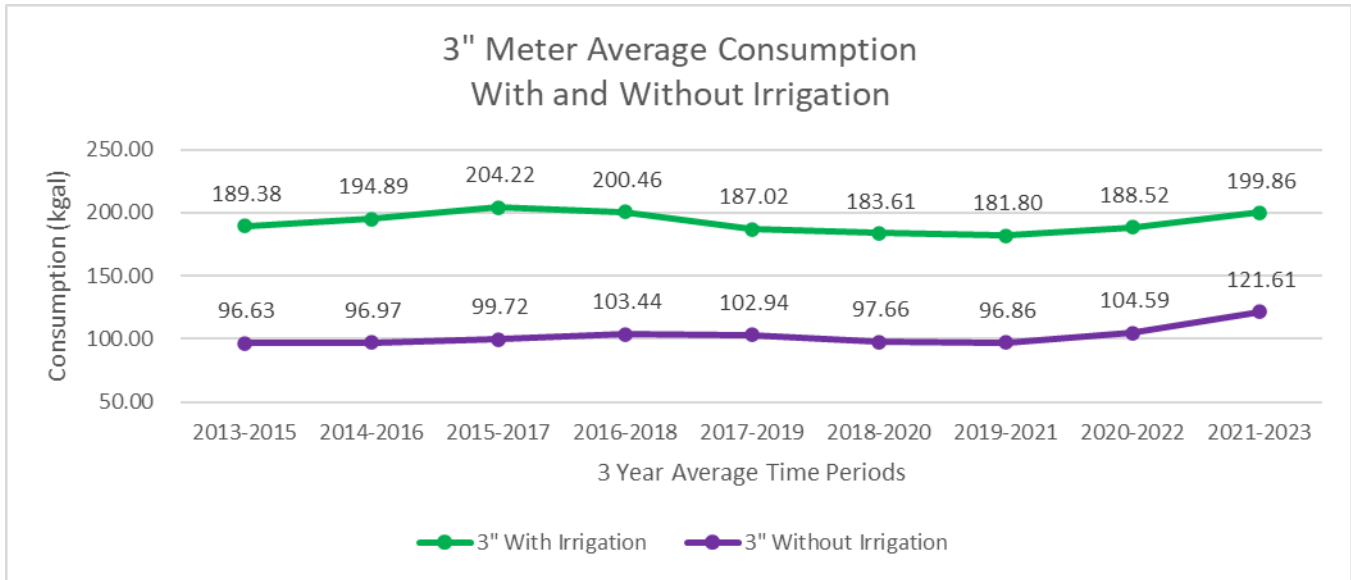


CHART 17: 3-YEAR AVG MONTHLY CONSUMPTION 4" METERS

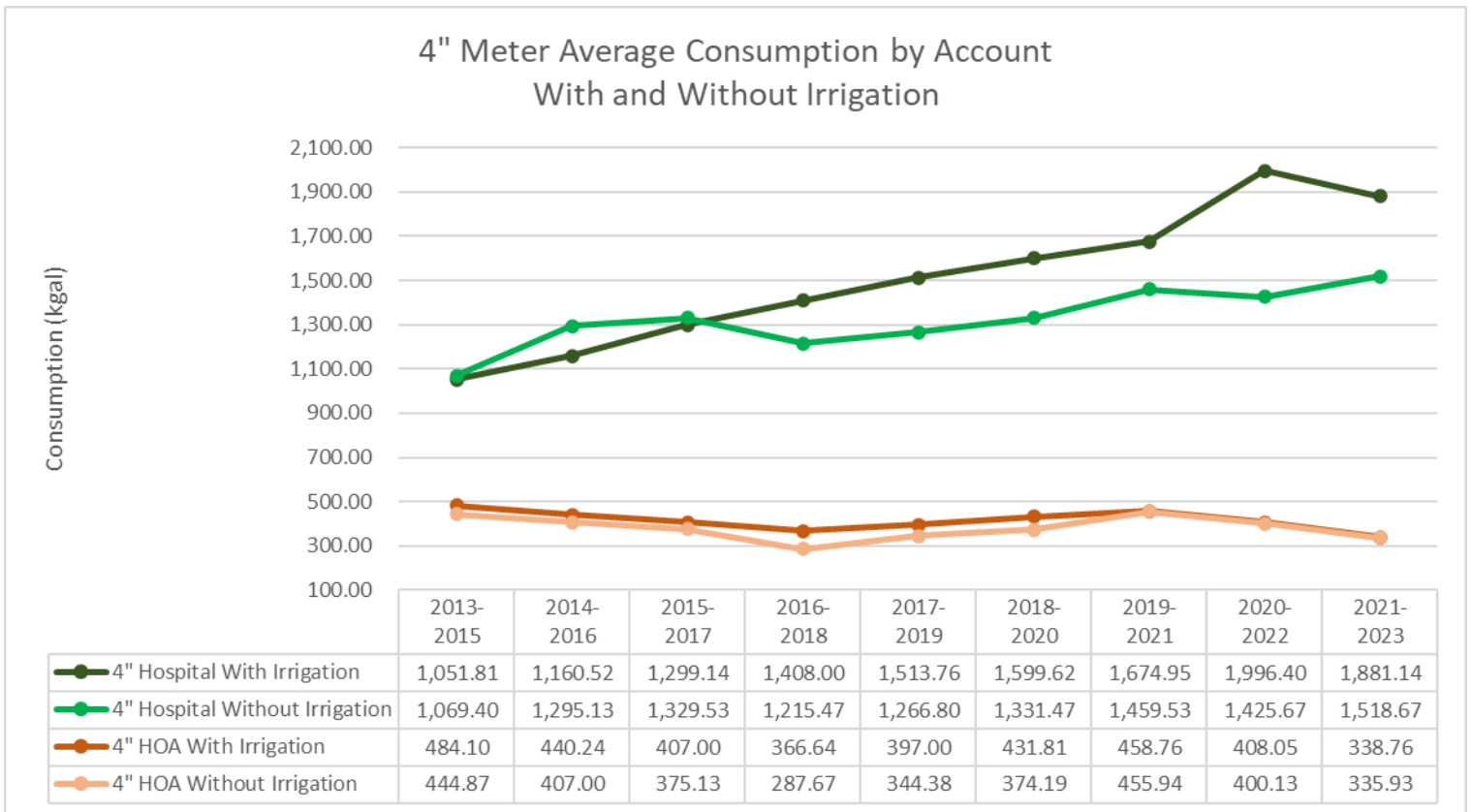
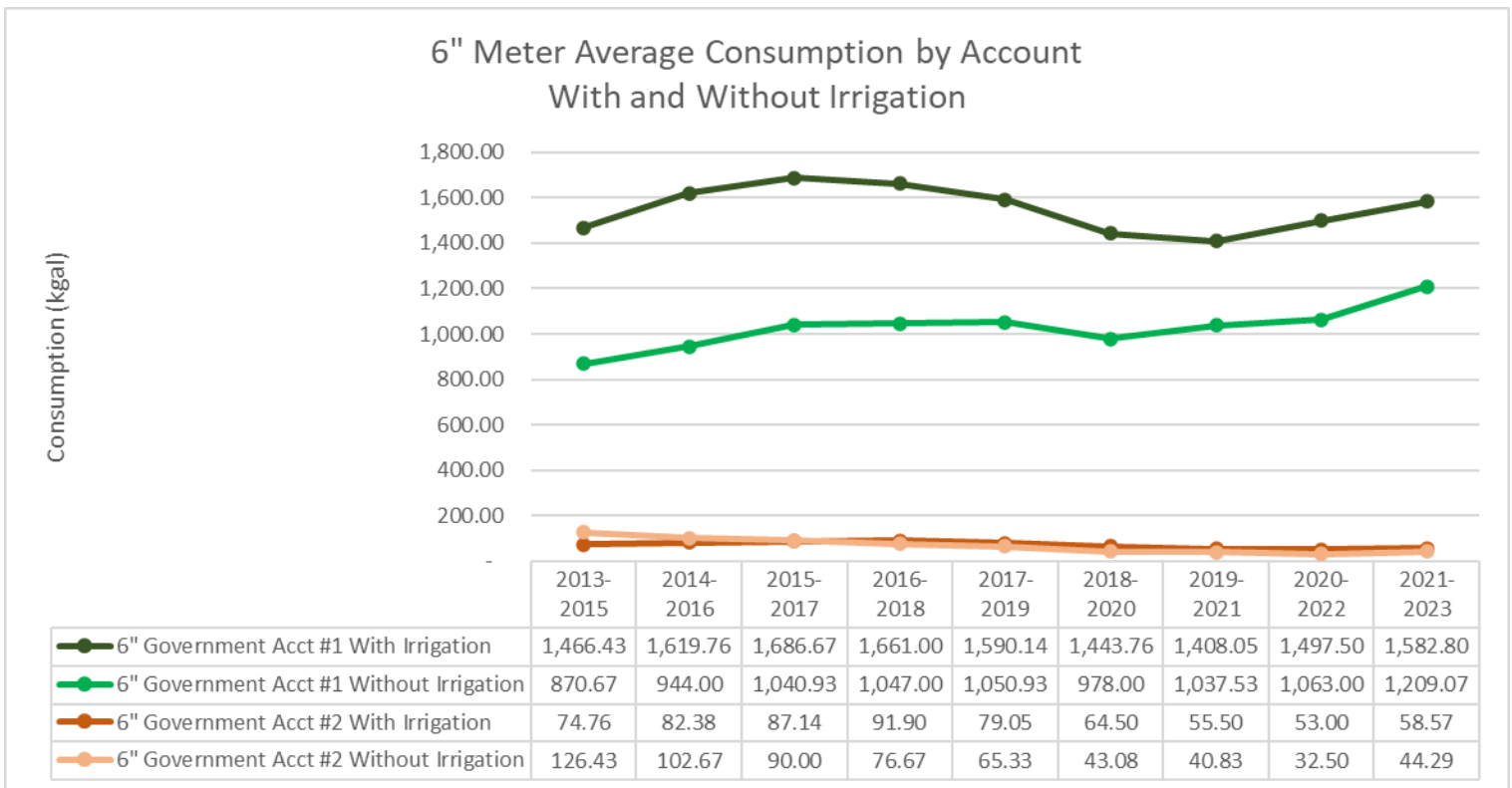


Chart 17 above shows that prior to the current comparison period, consumption trends for the 4" meters were relatively flat or increasing. All but 1 meter saw a decrease in the most recent comparison period, due in large part to the rainfall in 2023. Since there are only 4 active meters in this category, one meter can skew the average consumption for the entire customer class. As can be seen from Chart 17, customer average consumption patterns with the same size meter are very different.

Chart 18 for 6" meters shows that the average monthly consumption for these two meters in service has remained fairly consistent over the last few comparison periods. Again, it shows the varying degree of usage by each of the two customers using the same size 6" meter.

CHART 18: 3-YEAR AVG MONTHLY CONSUMPTION 6" METERS



EQUIVALENCY FACTORS

There are two different types of equivalency factors. The first is the hydraulic capacity method, which is based on the relative capacity of different meter sizes and meter types utilized to deliver water. The second equivalency factor method takes into consideration the relative potential demands of different customers. Based on the hydraulic demands, a single-family meter size of 3/4" serves as the base for one SFE. The maximum flow rate of water

through the meter in gallons per minute (GPM) becomes the unit of comparison. The maximum flow rate demanded by new customers compares to the base demand in order to determine the equivalency ratio. For example, if the base single-family residential customer requires 30 GPM and a commercial customer requires 200 GPM, the equivalency ratio equals 6.67 (200/30). The second method is the actual use equivalency factor based on the relative average monthly water usage of CRW’s customers.

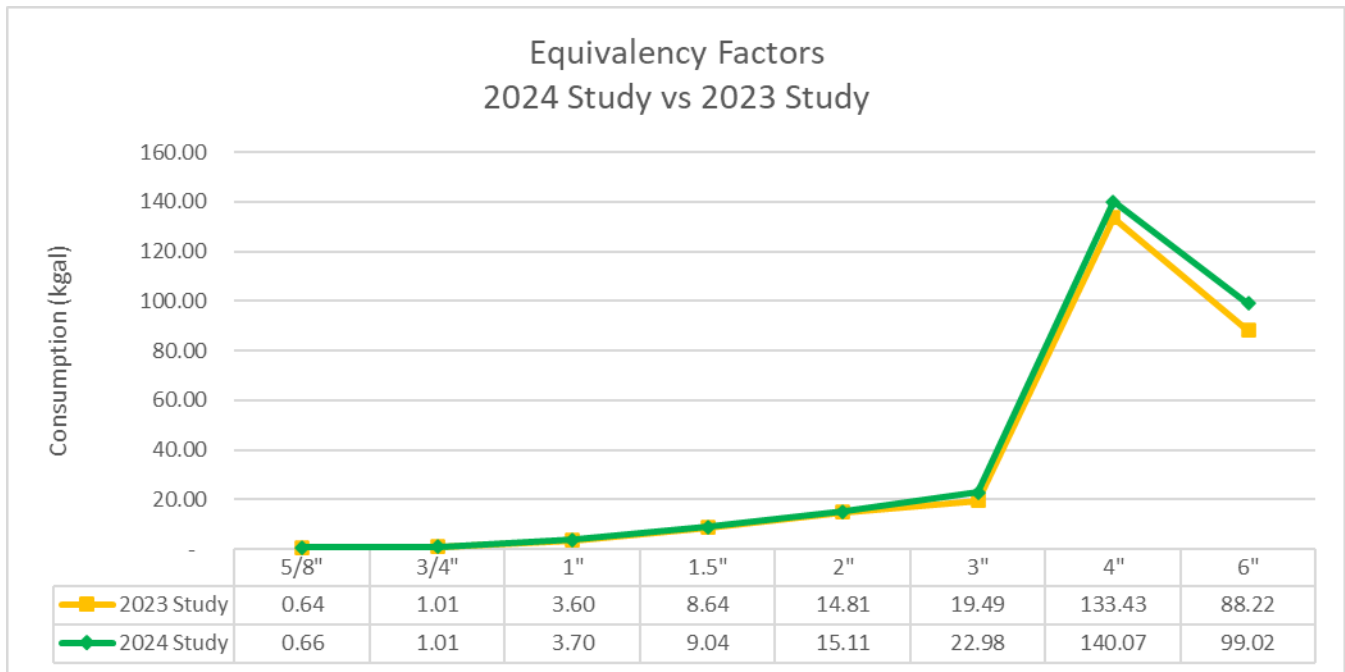
Table 4 calculates equivalency factors by customer class and meter size based on a ¾” single-family residential customer. The equivalency factor in Table 4 is an input into the system development fees model used to calculate the number of SFEs. This is achieved by multiplying the equivalency factor times the number of meters which then equals to the number of SFEs currently being served by the system.

TABLE 4: 2024 STUDY ACTUAL USE EQUIVALENCY FACTORS (BASED ON 3-YEAR AVG. 2021-2023)

Meter Size	Residential	Multifamily	Commercial	Irrigation	Multifamily Indoor Use Only	Commercial Indoor Use Only	Equivalency Factor
5/8"	0.66	-	-	1.99	0.72	0.76	0.66
3/4"	1.00	2.95	1.34	4.04	0.43	1.44	1.01
1"	2.46	4.46	3.80	8.22	2.24	2.85	3.70
1.5"	-	8.88	5.89	18.05	6.84	4.99	9.04
2"	-	11.94	11.74	30.86	9.49	8.37	15.11
3"	-	42.03	20.47	50.89	44.60	11.83	22.98
4"	-	45.74	-	93.49	-	234.40	140.07
6"	-	-	99.02	-	-	-	99.02

Chart 19 compares the equivalency factors calculated from the most current rates and fees study to the prior year rates and fees study. As seen in the chart, no major variances exist from study to study so there is no methodology change recommended for the 2024 study.

CHART 19: EQUIVALENCY FACTORS 2024 STUDY COMPARED TO THE 2023 STUDY



REPRESENTATIVE CUSTOMER BY CUSTOMER CLASS

Customer data for the last three years (2021-2023) determines an average representative customer for each customer class. One customer from each customer class then represents the class average and their consumption patterns calculate a typical customer’s annual bill. The process includes the following steps:

- Calculate the average consumption, total consumption, and consumption for irrigation season and winter season based on the most recent billing data (Jan23-Dec23).
- Select the most common meter size within each customer class and associated average consumption based on customer class and meter size.
- Select one customer per customer class from the data sample with both irrigation and winter period consumption to be a representative customer for each customer class.
- Eliminating customers with atypical consumption from the pool of customers eliminates skewing the average calculation for a representative customer by customer class. See the next section on atypical accounts for more information about the atypical accounts and the consumption patterns of these customers.

Results of the representative customer analysis shown in Table 5 are very similar to those we calculated in the prior year study. Average Winter Monthly Consumption (AWMC) is calculated by averaging the total potable water consumption used by the customer in the months of November-February in accordance with standard operating procedures maintained

by Castle Rock Water. This represents the amount of water for indoor use (Tier 1) and the amount of wastewater treated each month. Since new customers do not have an established AWMC, the customer class average for water and wastewater is used.

During this study period, for single-family residential customers, the average AWMC is 4,000 gallons. Irrigation does not typically have winter consumption, however as shown below in Table 5 there is a small amount that is consumed due to leaks, late winterization, or watering prior to the beginning of irrigation season.

**TABLE 5: REPRESENTATIVE CUSTOMER BY CLASS
2023 BILLING DATA**

Customer Class	Most Common Meter Size	Total Annual Consumption (kgal)	Average Monthly Consumption (Jan-Dec 2023) (kgal)	Average Winter Monthly Consumption (kgal)	Average Irrigation Monthly Consumption (kgal)
Residential	3/4"	78.36	6.53	4.20	8.16
Multifamily	1.5"	734.59	61.22	41.90	74.96
Commercial	3/4"	123.54	10.29	7.70	12.01
Irrigation	3/4"	349.83	29.15	8.36	29.77
Multifamily Indoor Use Only	1.5"	626.07	52.17	51.73	52.49
Commercial Indoor Use Only	3/4"	120.33	10.03	10.33	9.83

ATYPICAL ACCOUNTS

In addition to completing the three-year average consumption comparisons, CRW looks at atypical customers. Atypical can be defined as a customer whose consumption patterns are not typical of an average customer in that same meter size and or customer class due to the nature of their business or varying water needs and demands. We eliminate these from the average calculations to avoid skewing the average for a representative customer by meter size and customer class.

The larger atypical customers that have been removed from the 3-year averages for the 2024 rates and fees study are 200% ET, carwashes, hotels, outdoor bathrooms, parking garages, sample stations, SFE reservations and swimming pools. Customers designated with a 200% ET are programmed athletic fields, which need more water to accommodate the heavier use. Charts 20 through 23, shown below, are some of those atypical customers with the larger consumption variances.

After further analysis of the consumption patterns of the following accounts, they were deemed to not be considered atypical accounts as their average consumption patterns were much like those of the other customers in the corresponding meter and or customer class. These account types remain in the average calculations, which are snowbirds, medical facilities other than the hospital, Castle Rock Water Facilities, and the Fairgrounds.

Charts 20 through 23 show the number of customers in each atypical class, the 3-year average with the atypical customers included, the 3-year average without the atypical customers included and the 3-year average of the atypical class by itself.

CHART 20: 200% ET ATYPICAL CUSTOMERS

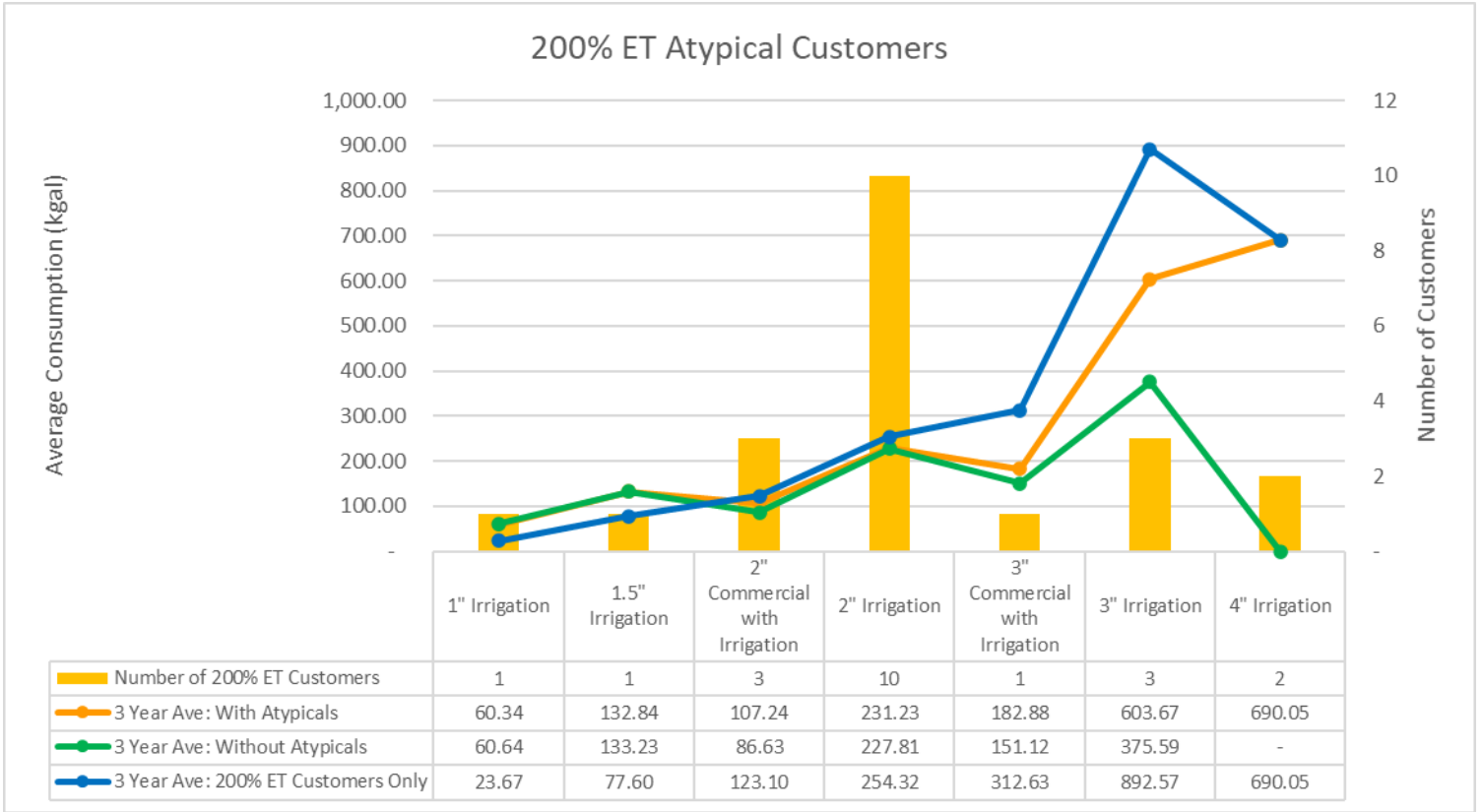


CHART 21: CARWASH ATYPICAL CUSTOMERS

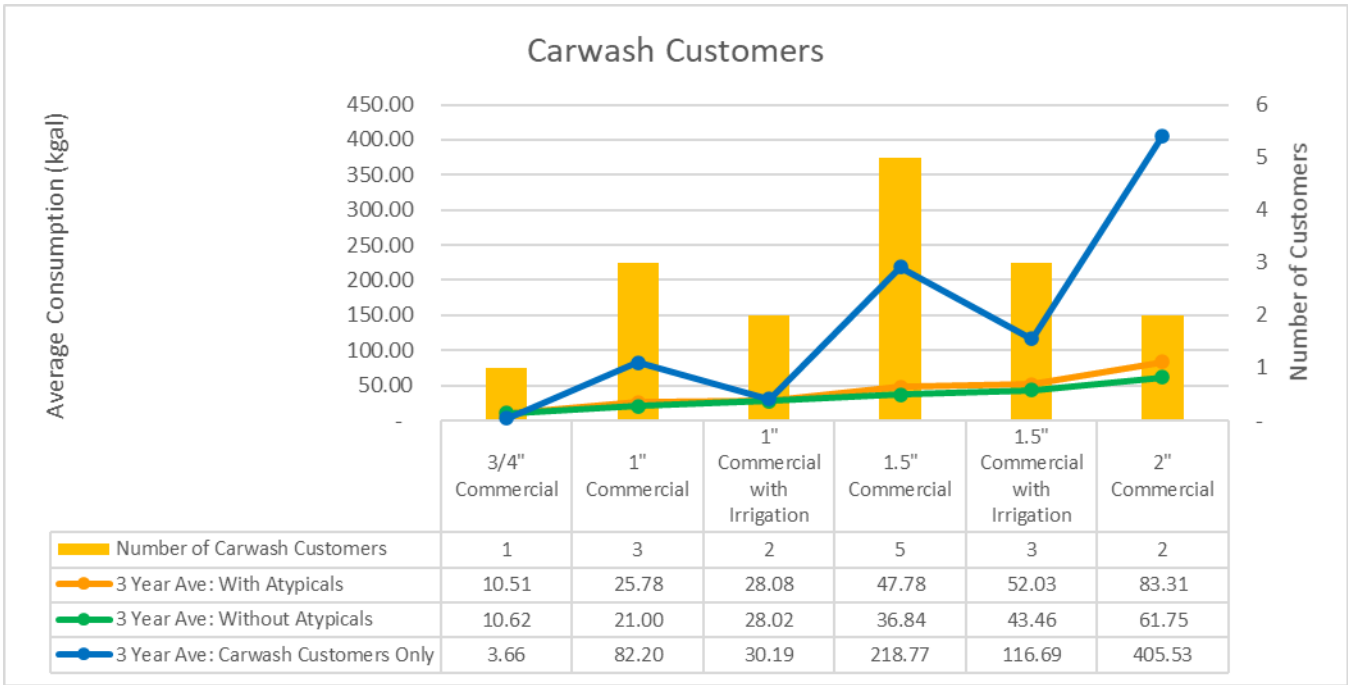


CHART 22: HOTEL ATYPICAL CUSTOMERS

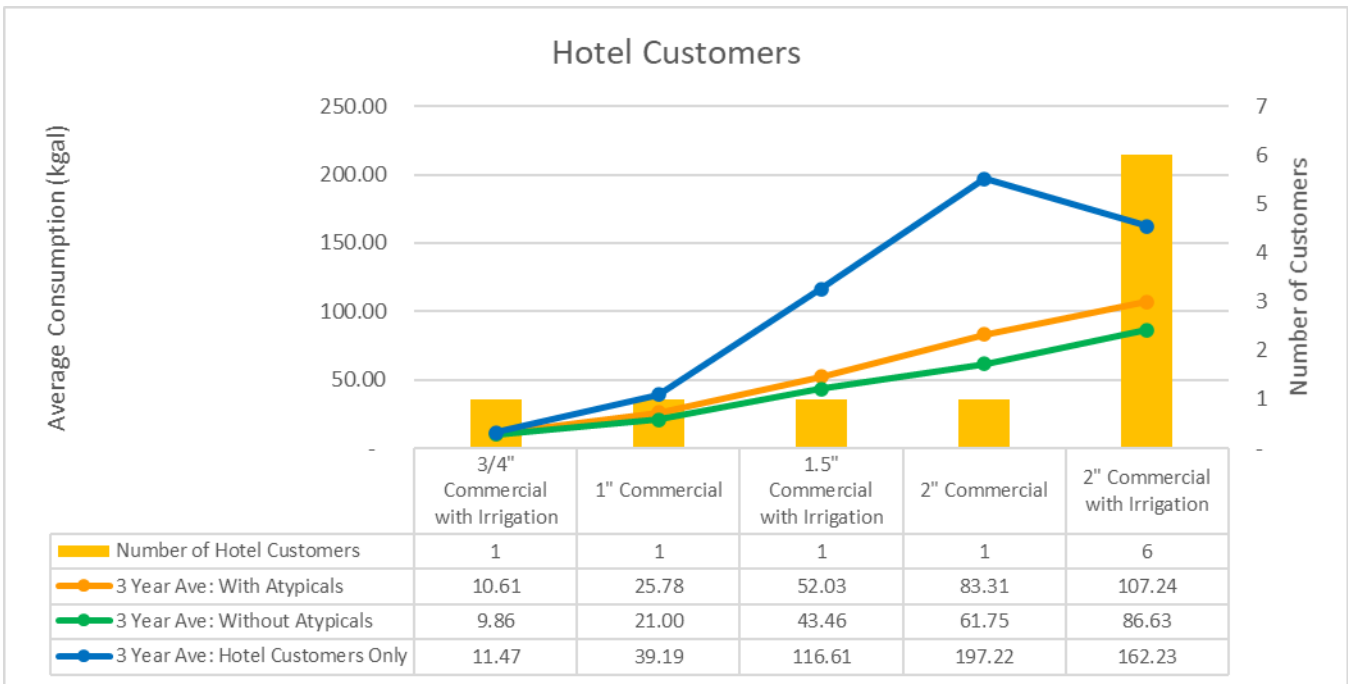
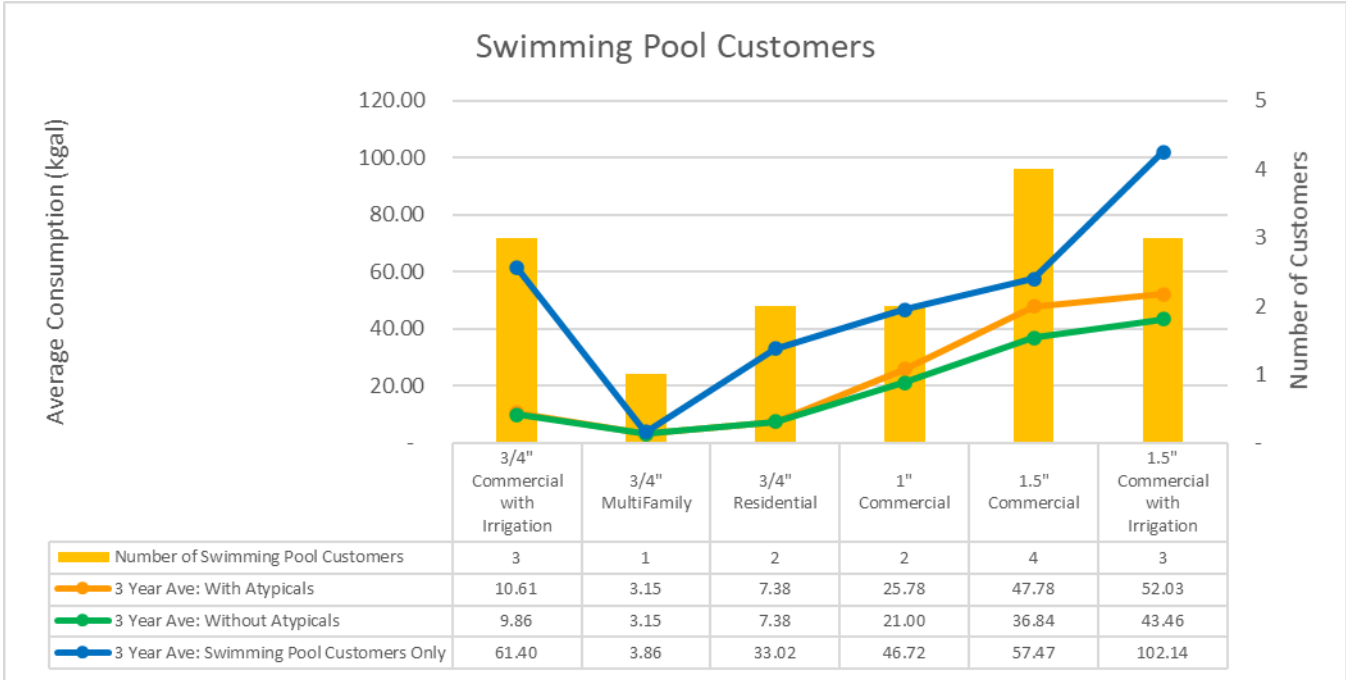


CHART 23: SWIMMING POOL ATYPICAL CUSTOMERS



CONSUMPTION BY TIER

To compare the total water usage by tier over time, Table 6 and Table 7 were prepared from actual billing data for January 2023 through December 2023. Charts 24-28 compare the total water usage by tier for each customer class for 2014-2023. Surcharge revenue funds the water conservation programs such as the rebate program in the Water Resources Fund.

TABLE 6: BILLED USAGE BY CUSTOMER CLASS BY TIER JANUARY 2023-DECEMBER 2023

Class	Tier 1	Tier 2	Tier 3	Total	Surcharge
Commercial	123,746	-	56,759	180,505	-
Commercial w/ Irrig	63,220	26,297	32,651	122,168	-
Irrigation	1,551	209,258	83,936	294,745	-
MultiFamily	124,108	-	31,733	155,841	-
MultiFamily w/ Irrig	50,420	16,069	12,713	79,202	-
Residential	995,256	640,800	193,741	1,829,797	11,239
Total Kgals	1,358,301	892,424	411,533	2,662,258	11,239
Tier % of Total	51%	34%	15%	100%	

TABLE 7: BILLED USAGE BY SEASON BY CUSTOMER CLASS BY TIER JANUARY 2023-DECEMBER 2023

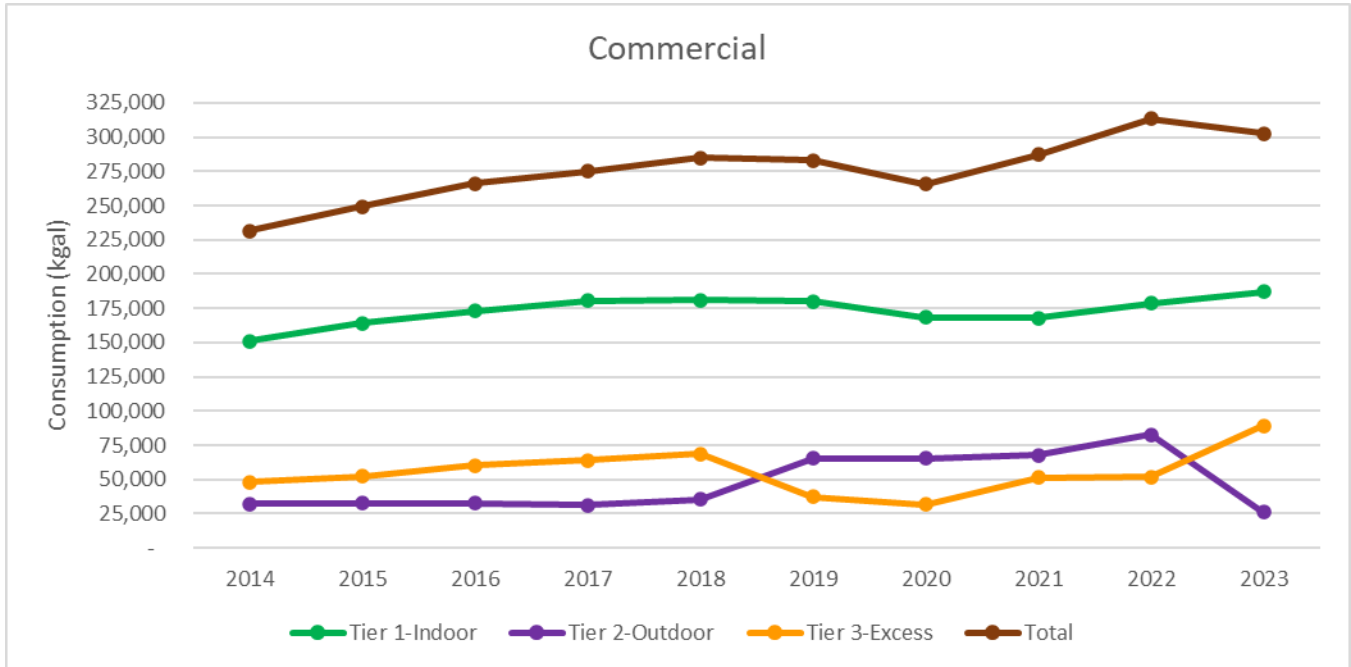
Winter Season

Class	Tier 1	Tier 2	Tier 3	Total	Surcharge
Commercial	49,941	-	18,718	68,659	-
Commercial w/ Irrig	24,962	-	9,208	34,170	-
Irrigation	1,378	-	5	1,383	-
MultiFamily	50,722	-	12,553	63,275	-
MultiFamily w/ Irrig	19,889	-	4,001	23,890	-
Residential	396,667	-	93,145	489,812	2,083
Total Kgals	543,559	-	137,630	681,189	2,083
Tier % of Total	80%	0%	20%	100%	

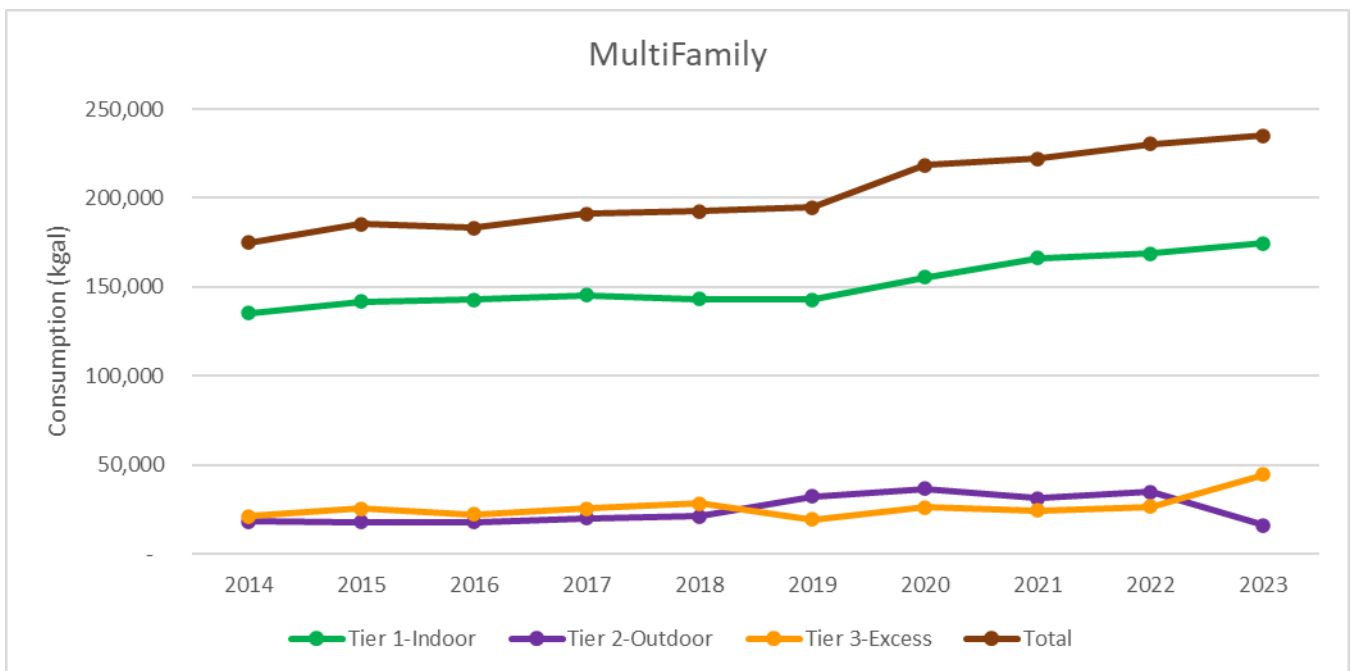
Irrigation Season

Class	Tier 1	Tier 2	Tier 3	Total	Surcharge
Commercial	73,805	-	38,041	111,846	-
Commercial w/ Irrig	38,258	26,297	23,443	87,998	-
Irrigation	173	209,258	83,931	293,362	-
MultiFamily	73,386	-	19,180	92,566	-
MultiFamily w/ Irrig	30,531	16,069	8,712	55,312	-
Residential	598,589	640,800	100,596	1,339,985	9,156
Total Kgals	814,742	892,424	273,903	1,981,069	9,156
Tier % of Total	41%	45%	14%	100%	

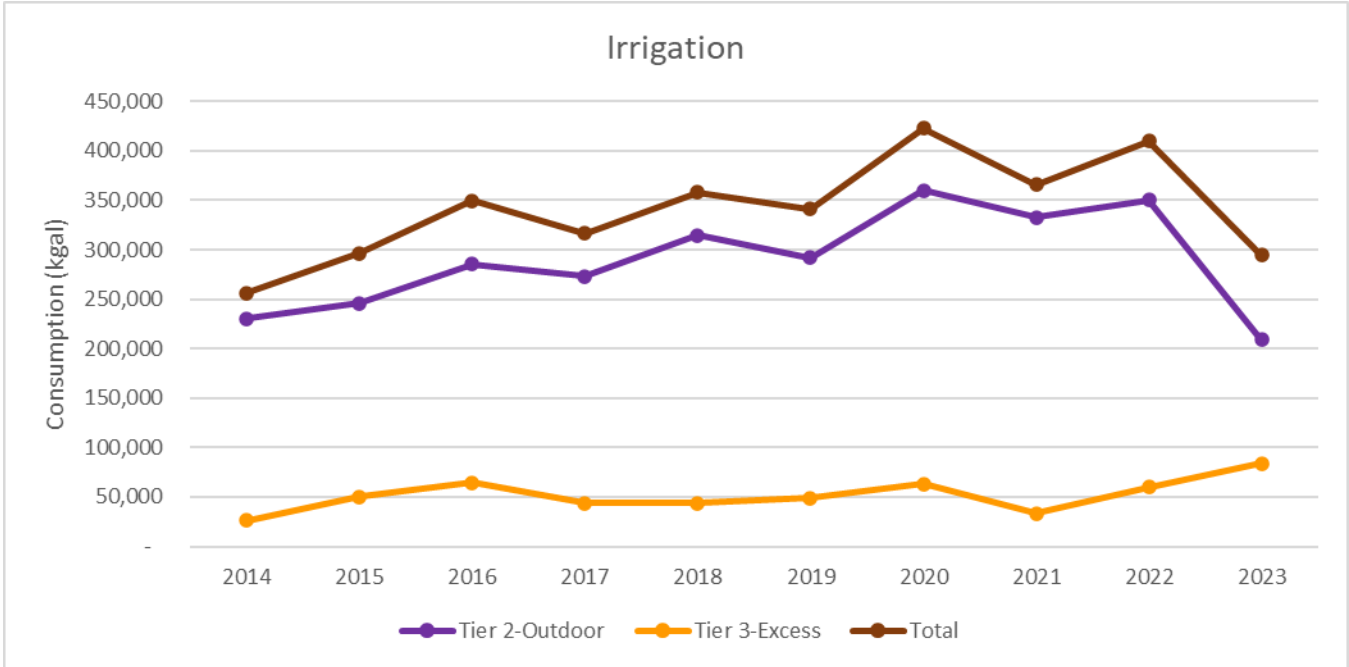
**CHART 24: COMMERCIAL CUSTOMER CLASS
ANNUAL BILLED USAGE BY TIER 2014-2023**



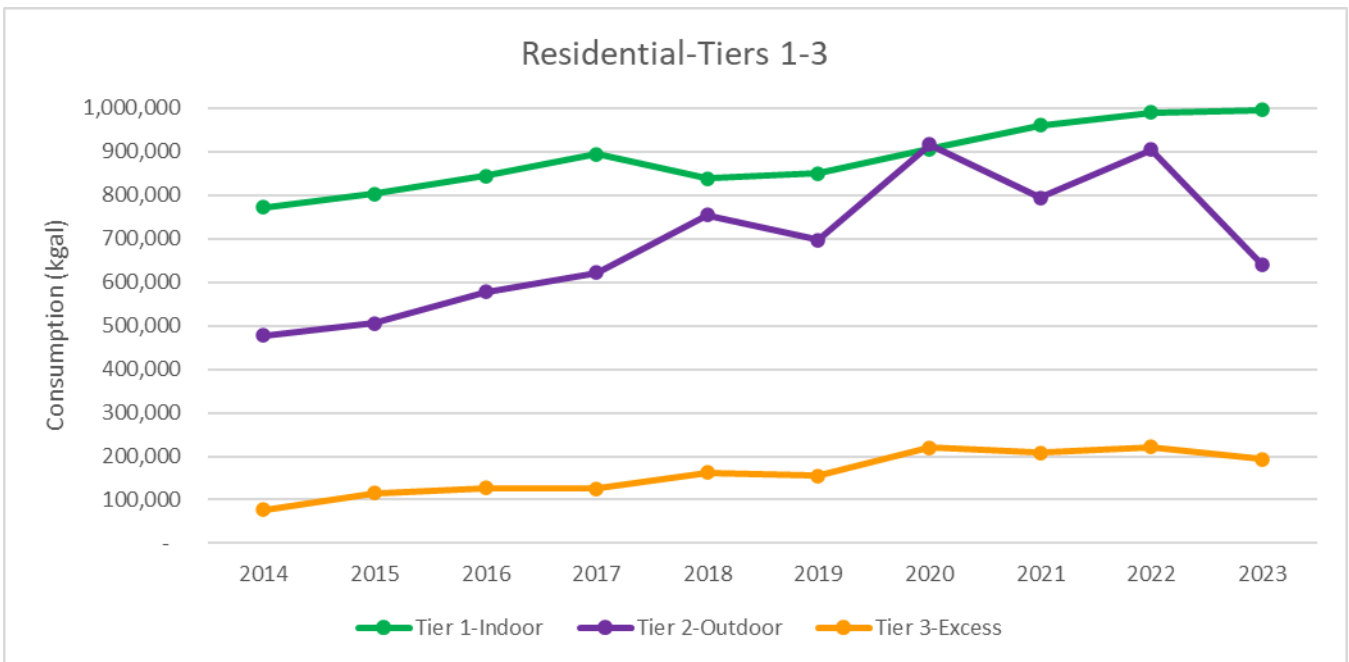
**CHART 25: MULTIFAMILY CUSTOMER CLASS
ANNUAL BILLED USAGE BY TIER 2014-2023**



**CHART 26: IRRIGATION CUSTOMER CLASS
ANNUAL BILLED USAGE BY TIER 2014-2023**



**CHART 27: RESIDENTIAL CUSTOMER CLASS
ANNUAL BILLED USAGE BY TIER 2014-2023**



**CHART 28: RESIDENTIAL CUSTOMER CLASS
ANNUAL BILLED USAGE
RESIDENTIAL SURCHARGE 2014-2023**

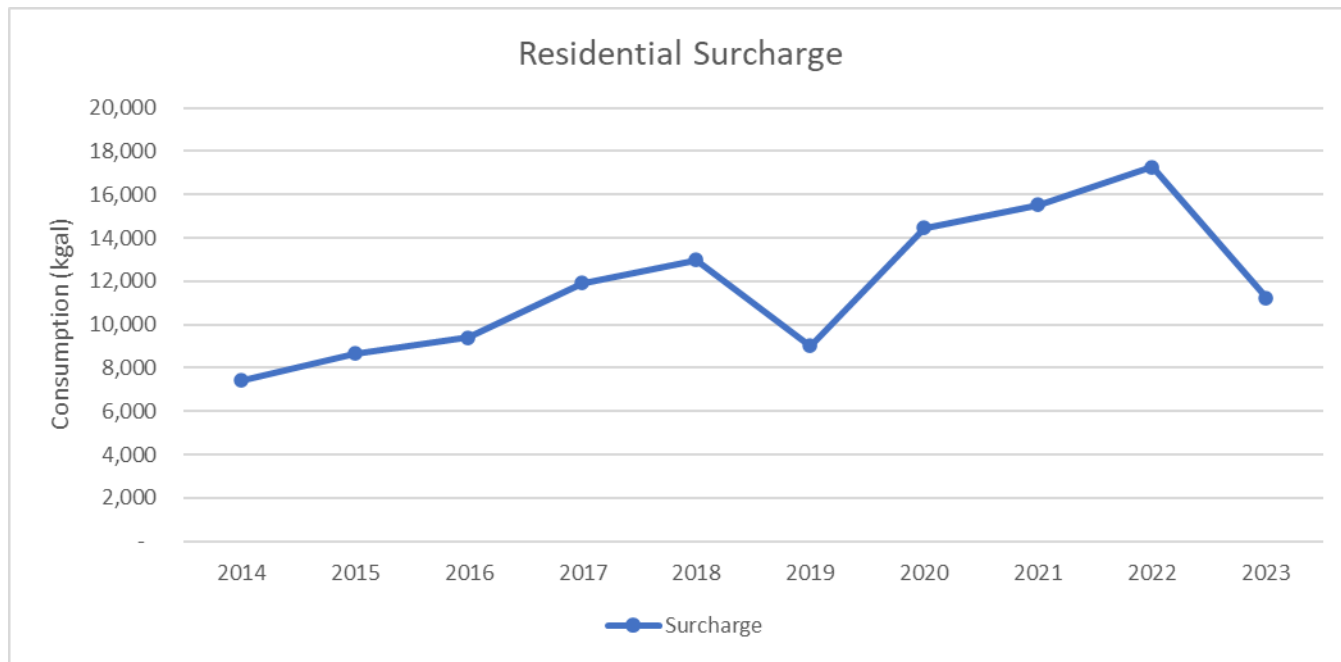


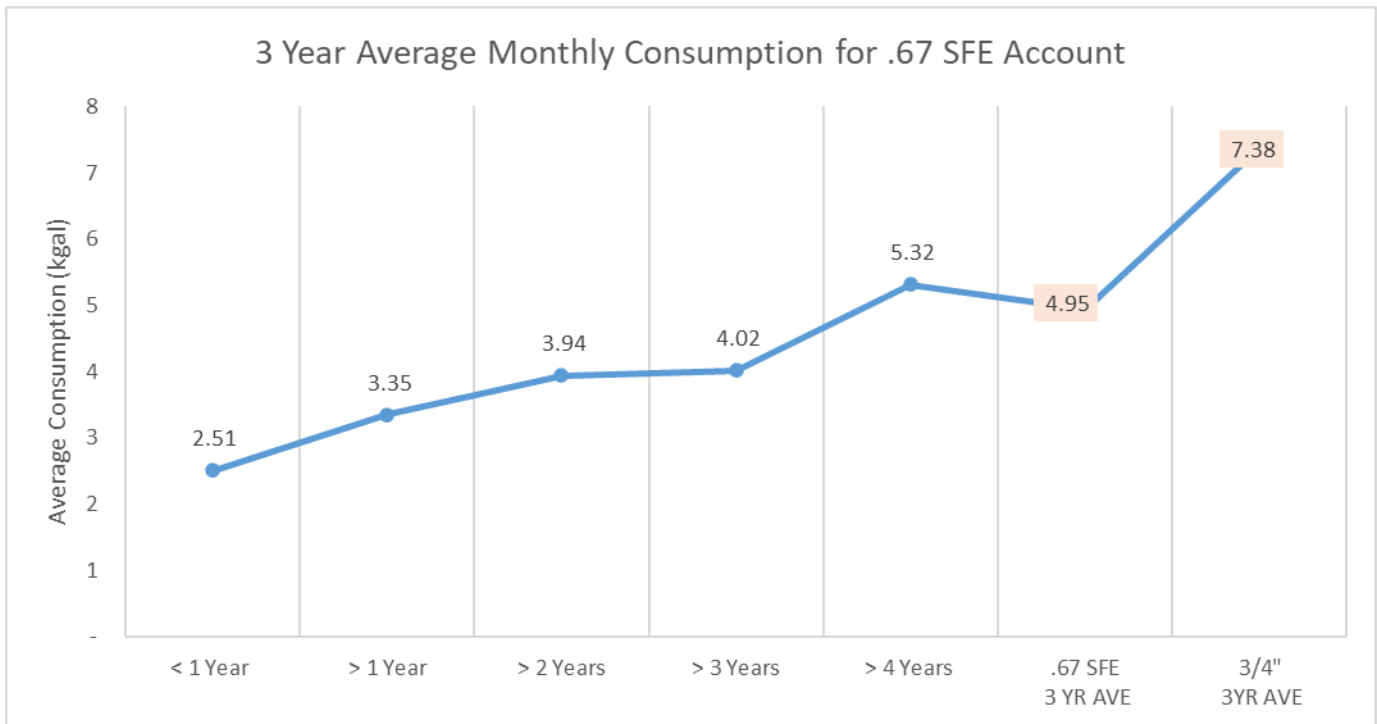
Chart 24 shows that Commercial consumption has seen steady increases in consumption over the past 10 years. We did see a slight reduction in 2020, however the following two years did see a continuation of the trend, driven primarily by Tier 2. 2023 consumption saw a decrease, also driven by Tier 2. Chart 25 shows that Multifamily has seen incremental increases in consumption over the last four years after seeing a larger increase in 2020. Irrigation customers as shown in Chart 26 saw a decrease in 2021 after a dry irrigation season in 2020, however we did see an increase in consumption between 2021 and 2022. We did see a significant drop in consumption in 2023 as a result of the rainy irrigation season. Residential account usage by tier in Chart 27 and Surcharge usage in Chart 28 show increases in Tier 1 and decreases in Tier 2 and Surcharge. Tier 3 has remained relatively flat since 2021.

5/8" ACCOUNTS - 0.67 SFE

Castle Rock Water continues to evaluate 0.67 SFE accounts to determine performance relative to the goal of 33% less usage than that of the average residential 1 SFE. As of January 2023, the .67 SFE program was discontinued in lieu of the new landscape criteria requirements that went into effect on January 1, 2023. Beginning in 2023, all new single family residential permits that meet or exceed the new landscape criteria and have a builder-installed front and back yard may qualify for reduced water resources and water system development fees depending on total fixture calculations and irrigation requirements.

As shown in Chart 29 below, 7.38 is the 3-year average monthly consumption for a ¾" residential account, or one SFE, which is lower than last year's study 3-year average of 8.01.

CHART 29: 0.67 SFE ACCOUNT CONSUMPTION BY YEAR



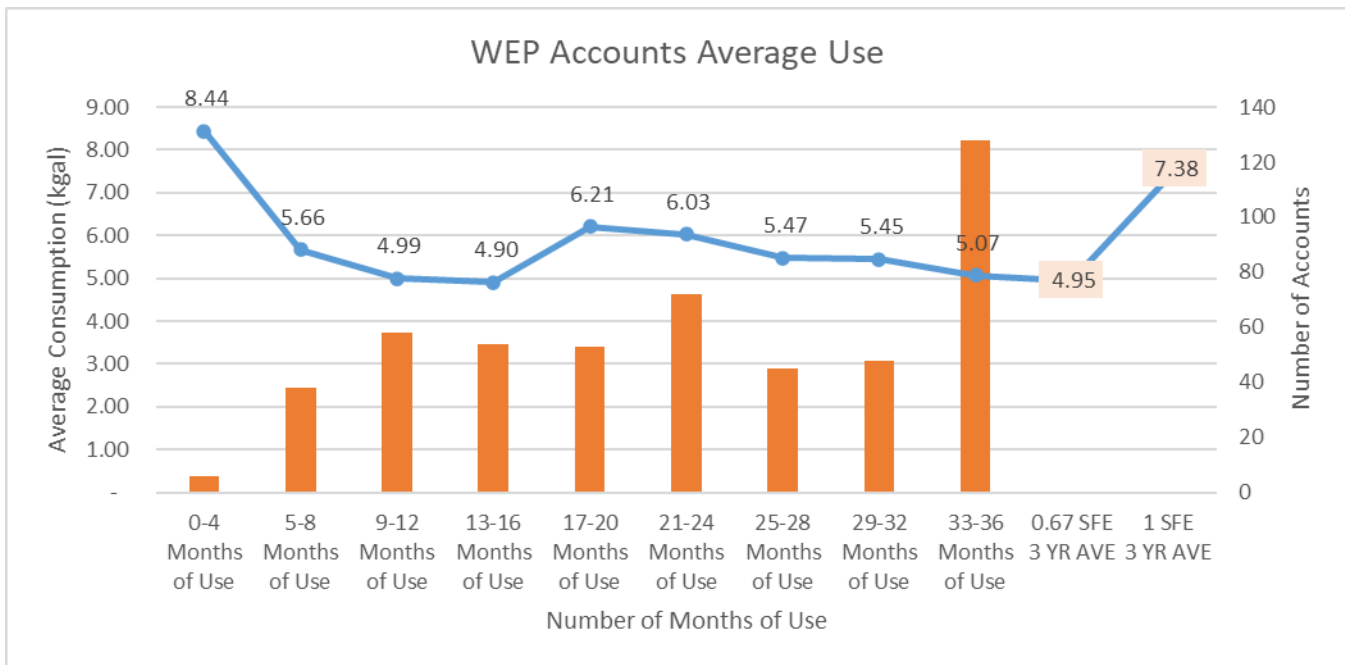
WATER EFFICIENCY PLAN (WEP) ACCOUNTS

Water Efficiency Plan (WEP) accounts were introduced in 2019. These are accounts that are outfitted with water efficient products that must meet or exceed identified water efficiency requirements. As of the end of 2023 there were 502 approved accounts that met the criteria. Table 8 below shows 74 customers were over the average usage in 2023 for a 1 SFE and 154 were over the 0.67 SFE. Unlike the 0.67 SFE program these 502 accounts can have varying SFEs below a 1 SFE based on fixture calculations and irrigation requirements. As of January 2023, the WEP program was discontinued in lieu of the new landscape criteria requirements that went into effect on January 1, 2023. Beginning in 2023, all new single family residential permits that meet or exceed the new landscape criteria and have a builder-installed front and back yard may qualify for reduced water resources and water system development fees depending on total fixture calculations and irrigation requirements.

TABLE 8: AVERAGE WEP ACCOUNT USAGE

Average Use	Number of Accounts
7.38 kgals and above	74
4.95 - 7.38 kgals	154
2.48 - 4.95 kgals	237
0.00 - 2.48 kgals	37
Total Accounts	502

CHART 30: AVERAGE WEP ACCOUNT USAGE VS. 0.67 AND 1.00 SFE USAGE



The data collected for this chart is from January 2021-December 2023

IRRIGATION USAGE BASED ON WATERING SCHEDULES

Each irrigation season Castle Rock Water puts out a residential watering schedule based on the last digit of the service address representing a circle, diamond or square. Starting in 2018, non-residential customers were assigned watering days based on being on the east or west side of I-25. Given the importance of the watering schedules, CRW has tracked the usage of customers by year by watering schedule.

Below are charts that show the residential and non-residential water usage from 2014 to 2023 based on their scheduled watering days. For residential customers, circle and diamond customers have very similar usage for all the years, whereas the square customers have higher usage than the circle and diamond customers. One reason for this is the number of customers

for each schedule. Square has the most at 9,432 customers, circle is second with 7,869 customers and diamond has the least with 7,656 customers based on the 2023 billing data.

For non-residential usage, customers on the west side of I-25 have less usage on an annual basis than customers on the east side of I-25. The east side has more customers, 1,150 customers, than the west side, 721 customers, based on the 2023 billing data. Overall, this information can help us to track water consumption patterns for each customer group and can help CRW to determine if the schedule breakouts need to be reevaluated in the future or if the water usage patterns are adequate in meeting peak daily demands.

CHART 31: RESIDENTIAL IRRIGATION SEASON USAGE BY WATERING SCHEDULE

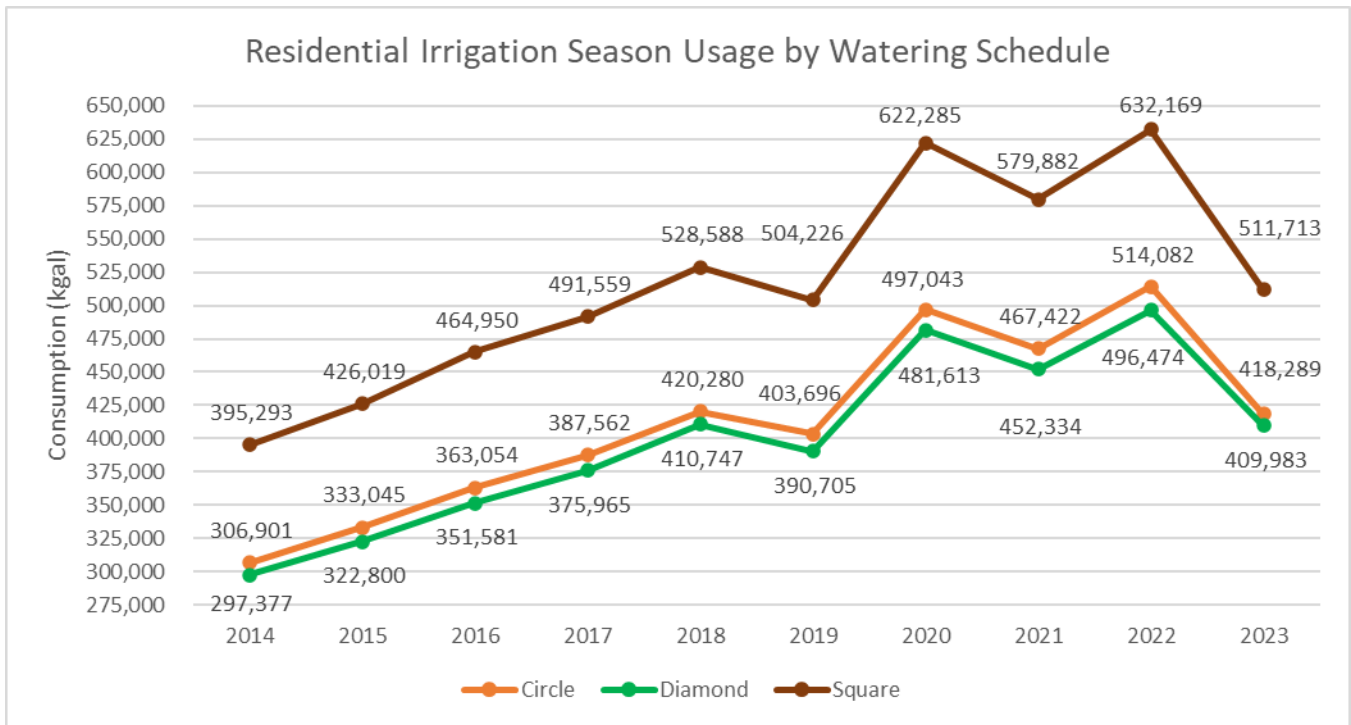
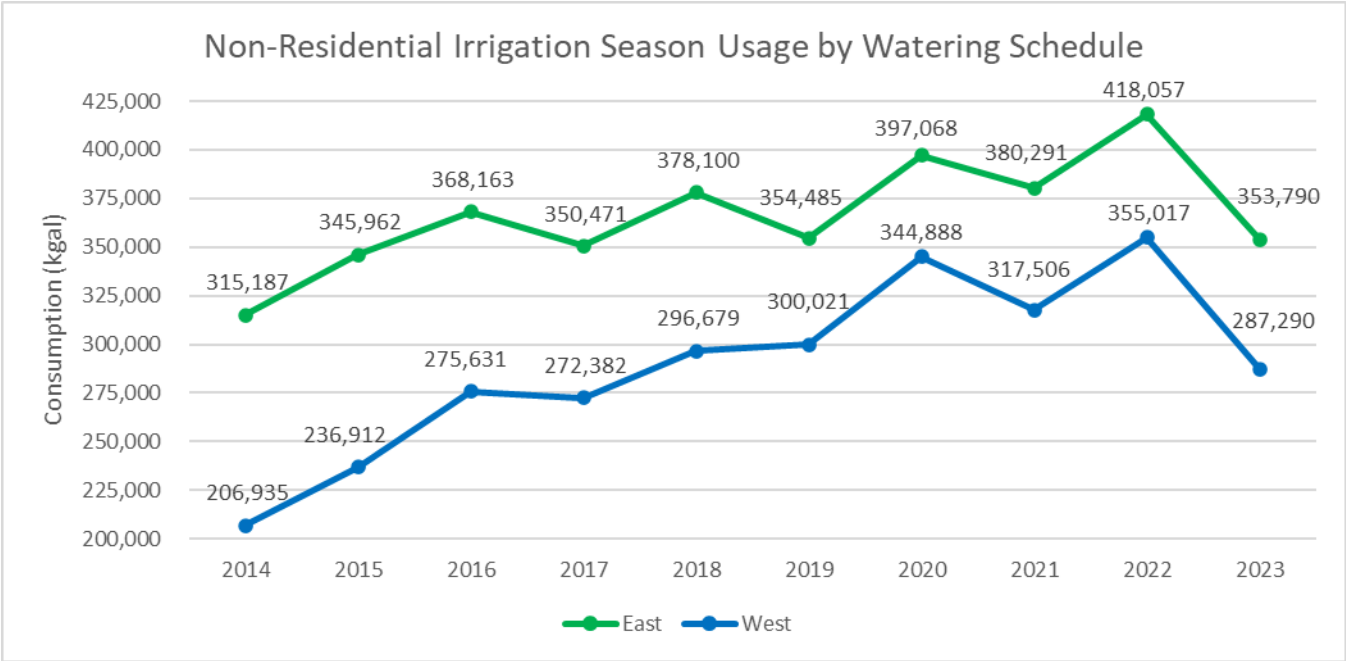


CHART 32: NON-RESIDENTIAL IRRIGATION SEASON USAGE BY WATERING SCHEDULE



IRRIGATION SEASON USAGE VERSUS WEATHER PATTERNS

CRW analyzed whether a dry versus a wet irrigation season would make a difference on usage patterns across the different customer classes. The four charts below show the number of days of rainfall for each month for a three-year time period compared to the actual usage for the customer class for that same time period. In looking at Charts 33-36 for the different customer classes, it is up and down as to whether or not the rainfall and weather patterns affect the use for each customer class.

CHART 33: RESIDENTIAL MONTHLY USAGE VS. DAYS OF MONTHLY RAINFALL

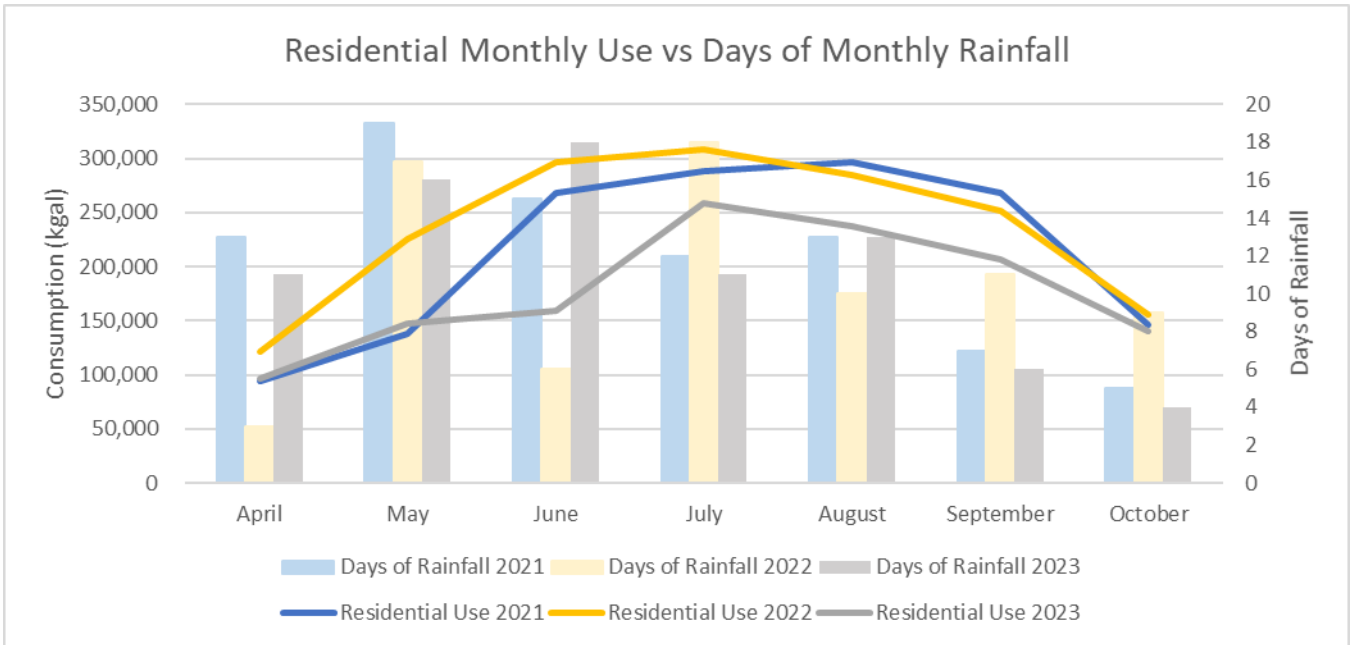
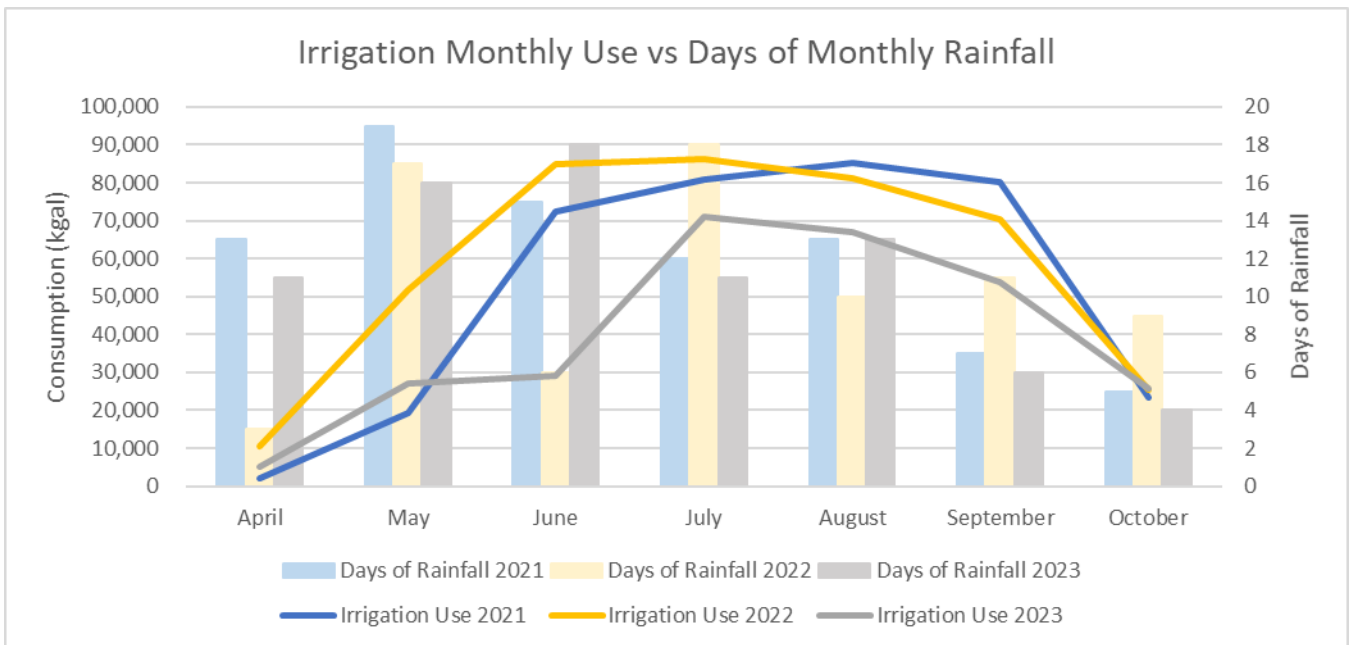
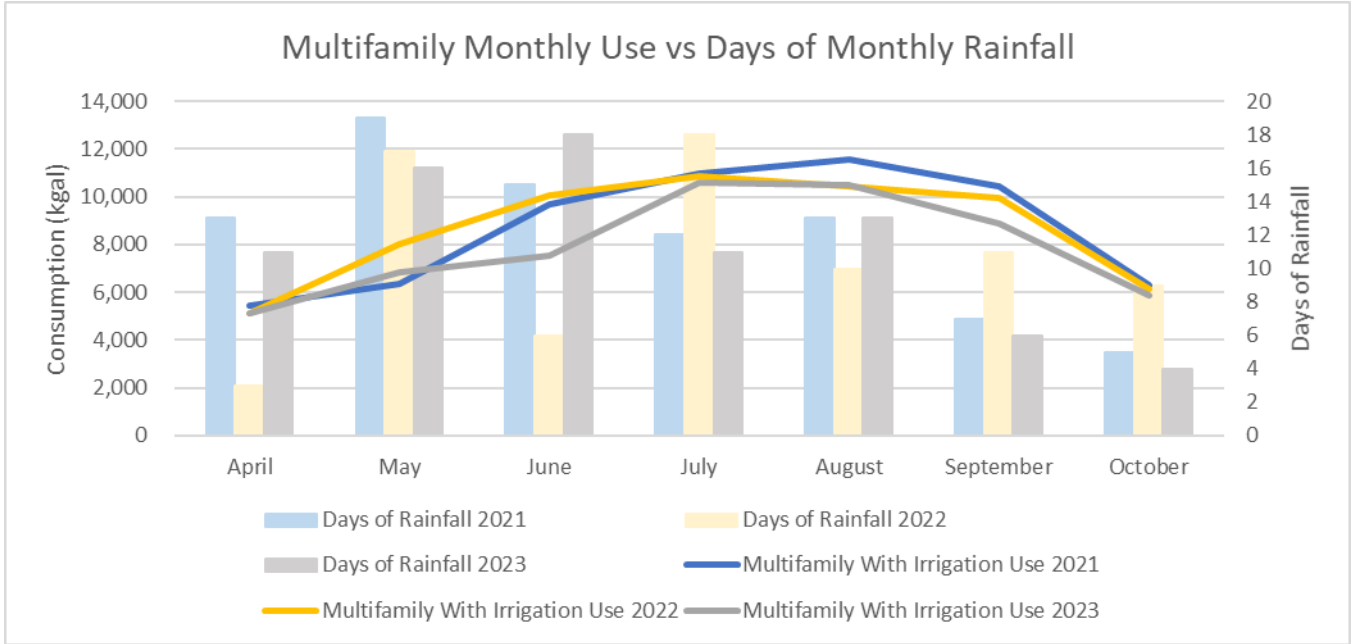


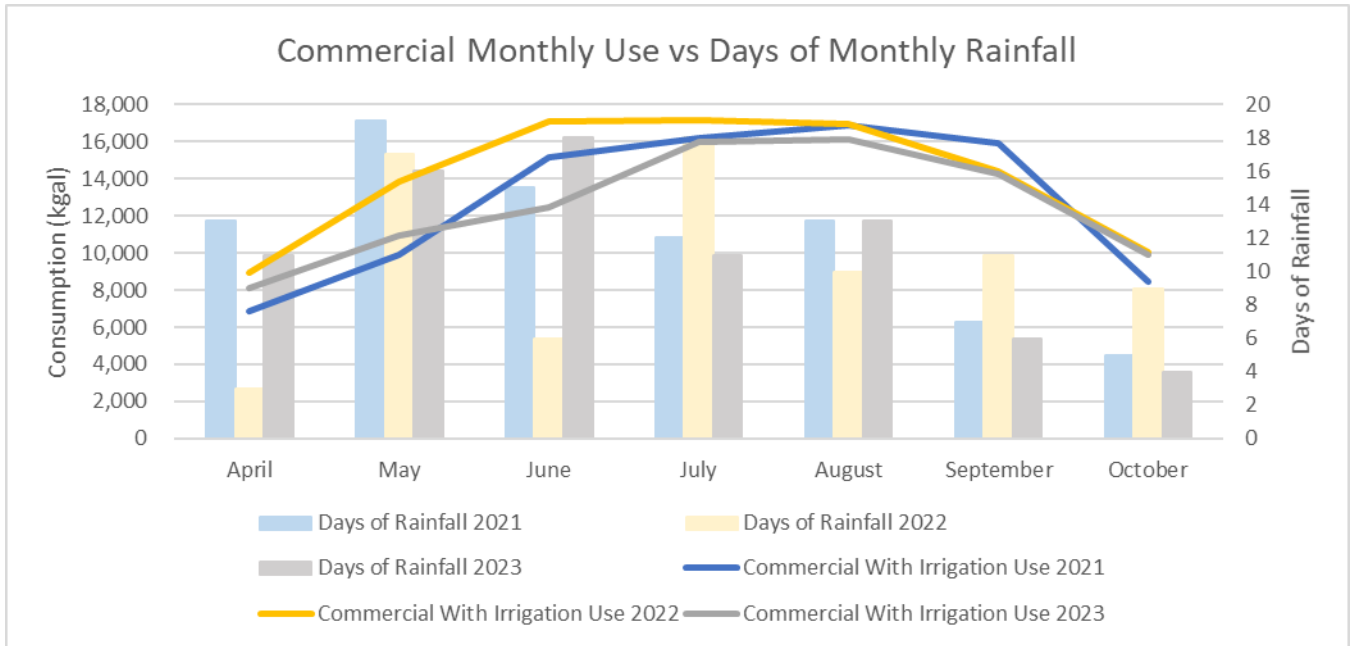
CHART 34: IRRIGATION MONTHLY USAGE VS. DAYS OF MONTHLY RAINFALL



**CHART 35: MULTIFAMILY WITH IRRIGATION
MONTHLY USAGE VS DAYS OF MONTHLY RAINFALL**



**CHART 36: COMMERCIAL WITH IRRIGATION
MONTHLY USAGE VS. DAYS OF MONTHLY RAINFALL**



COLORADOSCAPE REBATES

The residential ColoradoScape Renovation rebate encourages residential water customers to convert high water-use plant material, such as Kentucky Bluegrass, into water-wise landscapes. Customers who meet program requirements can receive a rebate to offset a portion of the cost of removing high water-use plant material and replacing it with ColoradoScape.

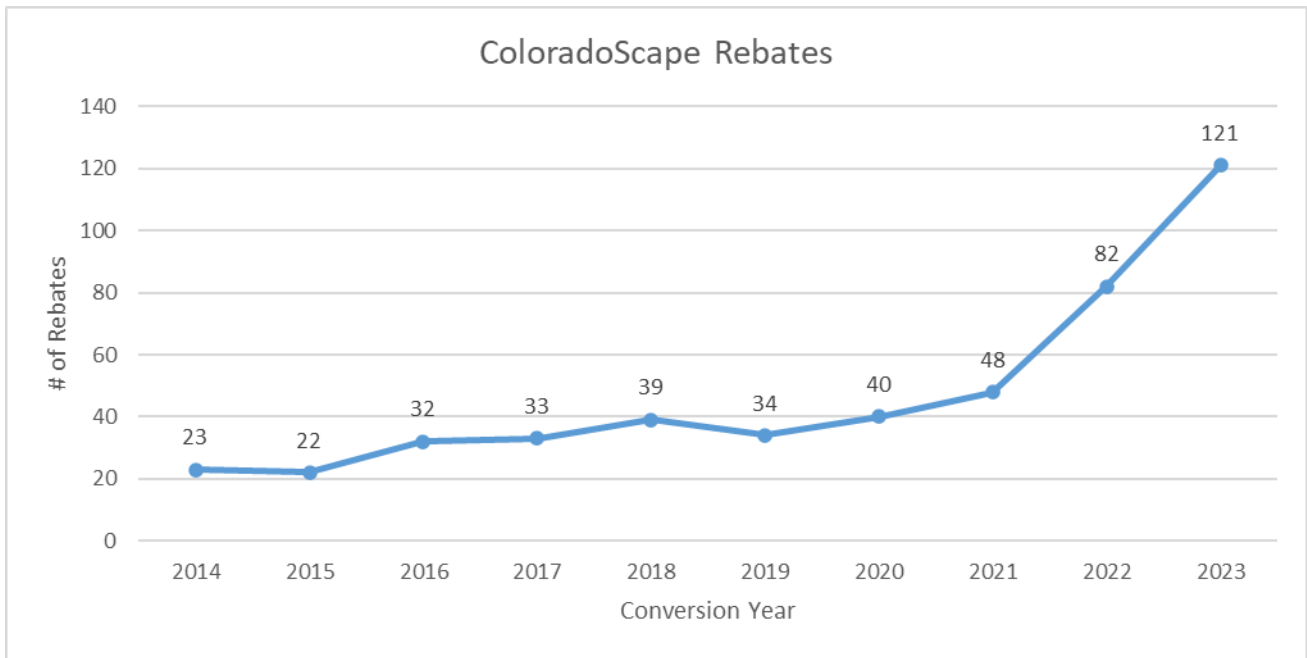
In order to evaluate the effectiveness of the rebate program on consumption, CRW completed an analysis that compared the consumption trends of customers who received rebates with overall consumption trends. The table below shows the estimated Tier 2 and Tier 3 water savings for customers who participated in the ColoradoScape rebate program. Water consumption in the year prior to ColoradoScape conversion served as a baseline for consumption and consumption in the year after conversion was compared to similar accounts that did not participate in the program.

**TABLE 9: COLORADOSCAPE TIER 2 & TIER 3
CONSUMPTION SAVINGS**

ColoradoScape Conversion Year	Tier 2 & Tier 3 Consumption Savings
2018	-16%
2019	-15%
2020	-20%
2021	-28%
2022	-22%

Table 9 shows that customers who participate in the ColoradoScape rebate program are likely to see significant reductions in outdoor water consumption. Chart 37 below shows the number of rebate participants over the past 10 years. Over the last three years there has been an increase in the number of customers who have taken advantage of this rebate which will likely result in future savings in outdoor consumption.

CHART 37: COLORADOSCAPE REBATES



IMPACT OF IRRIGATED AREAS (SQUARE FEET)

Chart 38 shows the number of residential accounts by irrigated area. Chart 39 shows the average monthly consumption by irrigated area for residential customers. As expected, the more irrigated area, the more the average consumption per month. Chart 40 shows total usage by irrigated area for commercial accounts. Chart 41 shows average monthly consumption for commercial accounts by irrigated area.

CHART 38: RESIDENTIAL ACCOUNTS BY IRRIGATED AREA

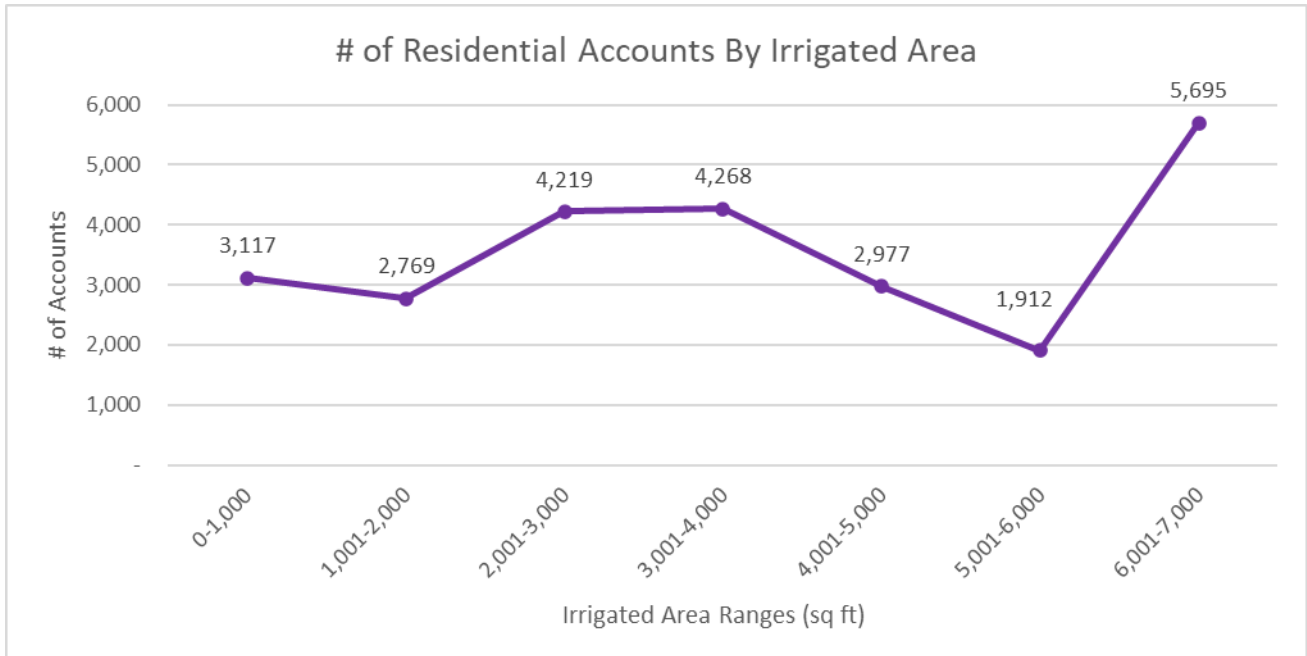


CHART 39: RESIDENTIAL AVERAGE MONTHLY CONSUMPTION BY IRRIGATED AREA

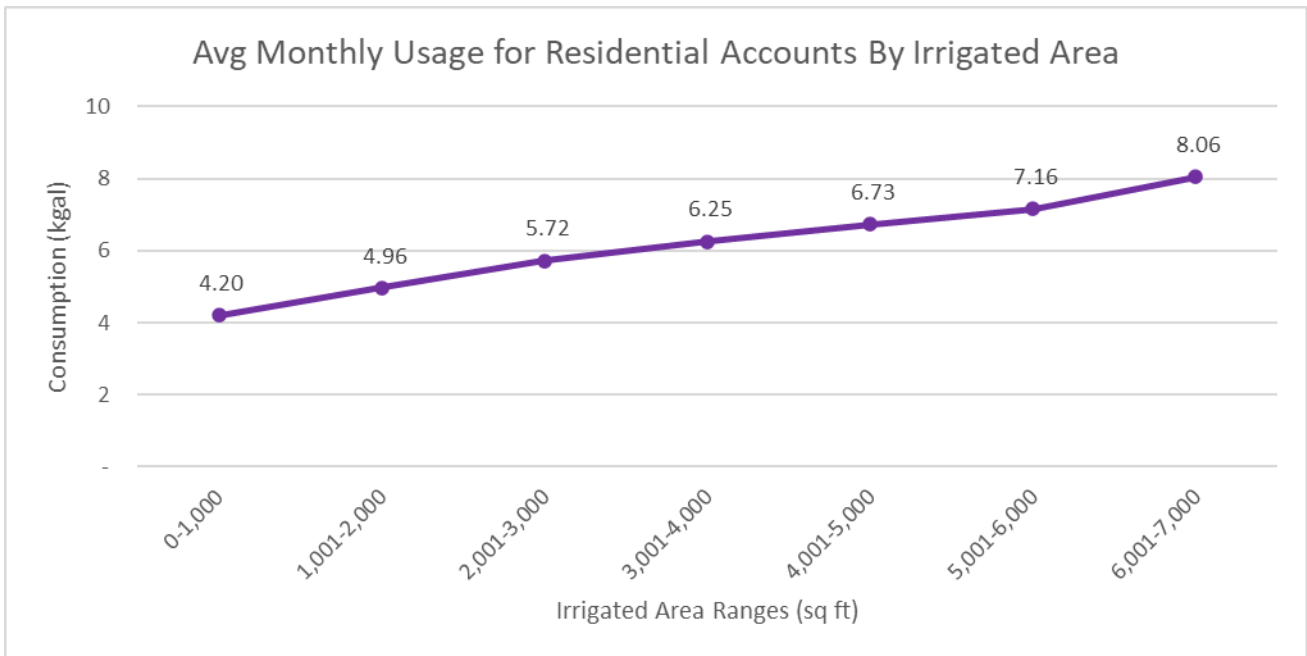


CHART 40: COMMERCIAL ACCOUNTS BY IRRIGATED AREA

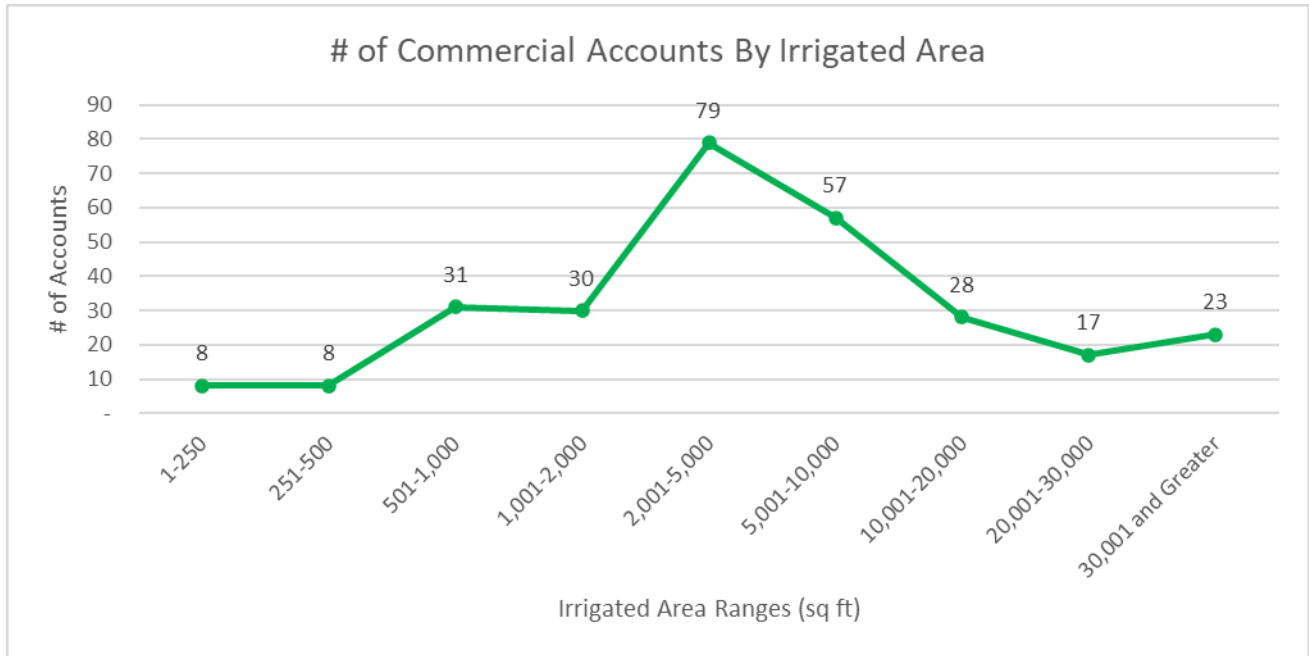
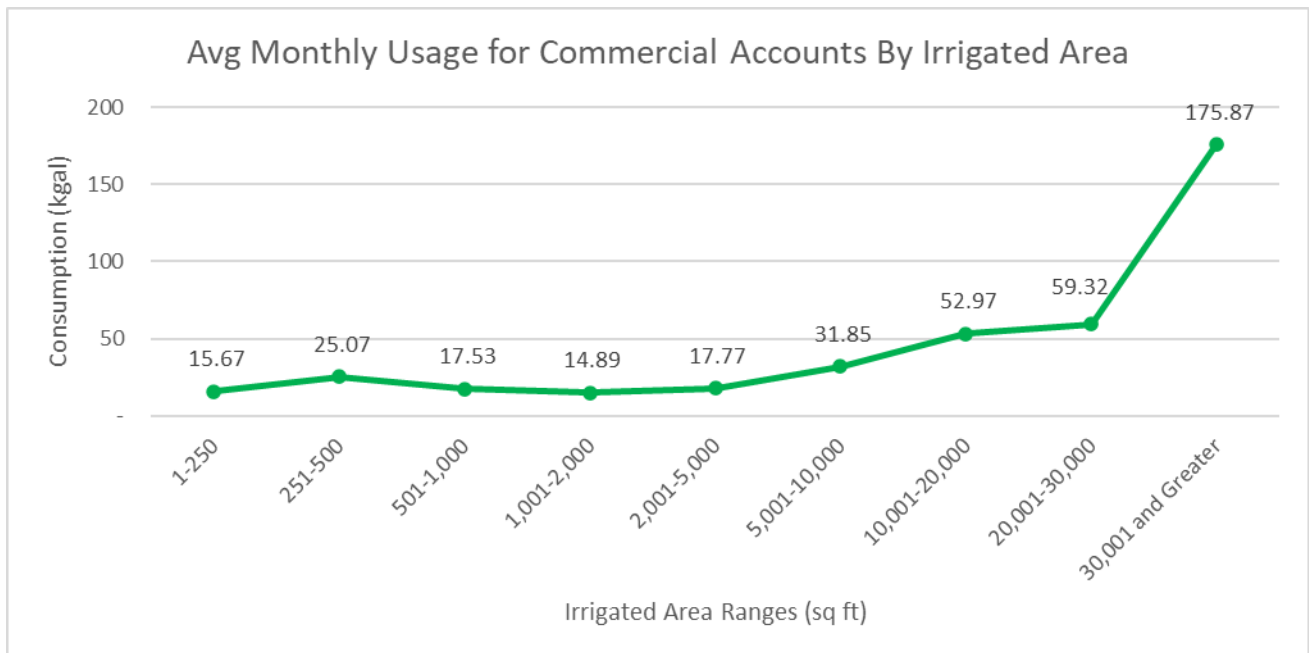


CHART 41: COMMERCIAL AVERAGE MONTHLY CONSUMPTION BY IRRIGATED AREA



HOAS AVERAGE MONTHLY CONSUMPTION

CHART 42: AVERAGE MONTHLY CONSUMPTION FOR ALL HOAS (84) COMBINED

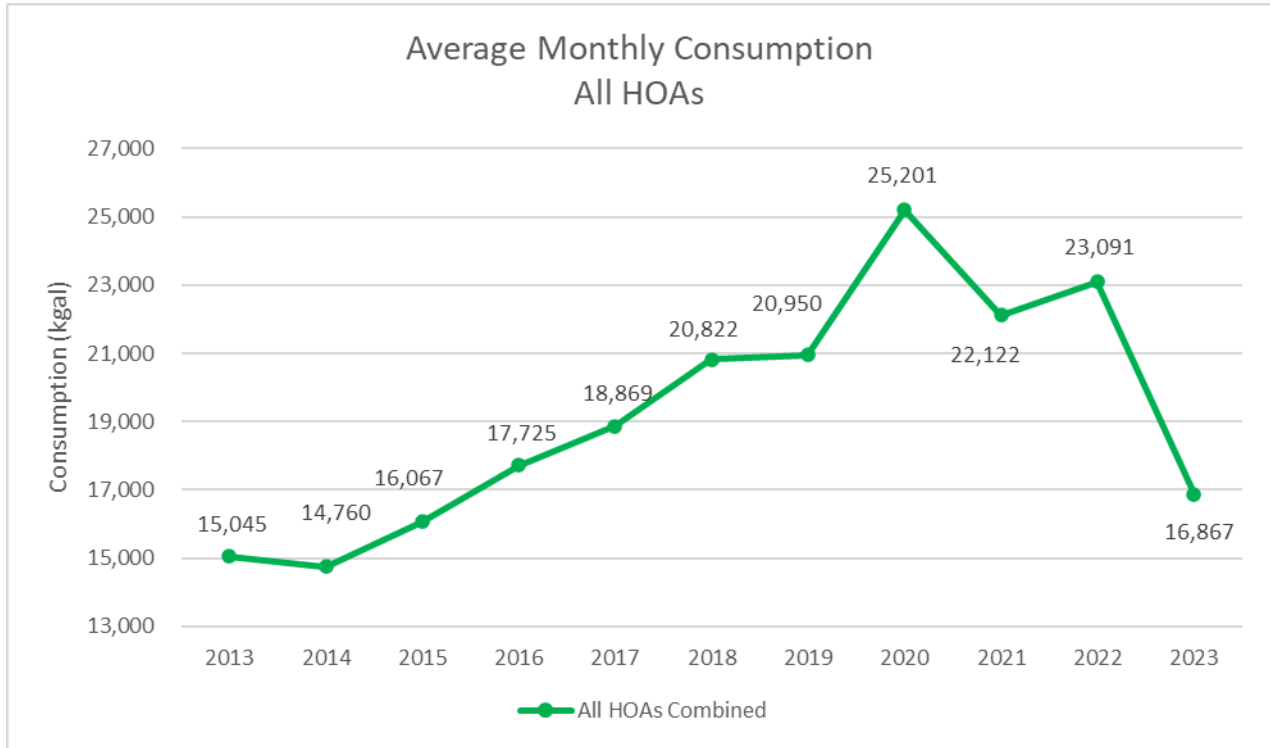
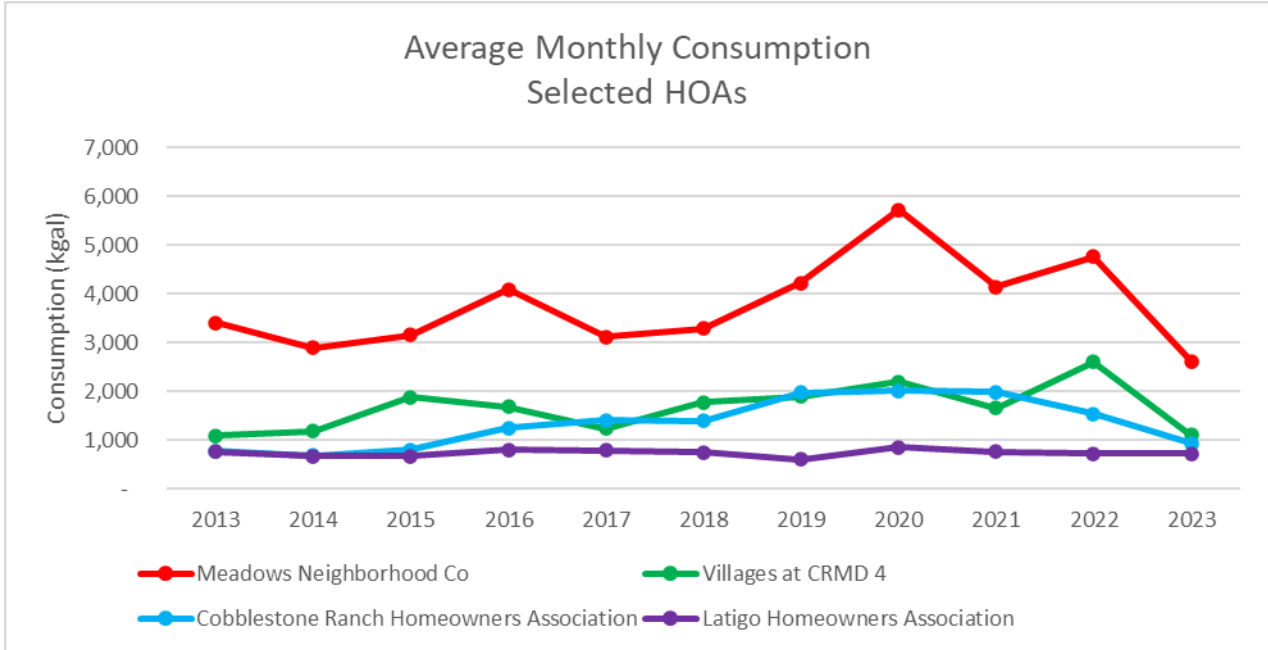


Chart 42 shows the average monthly consumption for all HOAs. Consumption saw increases in 2020 due to several factors including dry weather as well as large growth in both the Meadows and Founders neighborhoods. 2023 saw a significant decrease in consumption due to the large amount of rainfall received in 2023. Chart 43 shows four HOAs that were selected at random out of the 84 in total to show the average monthly consumption patterns for these user types.

CHART 43: SELECTED FOUR HOAS AVERAGE MONTHLY CONSUMPTION



MONTHLY CONSUMPTION BY SUBDIVISION

CHART 44: MEADOWS AVERAGE MONTHLY CONSUMPTION

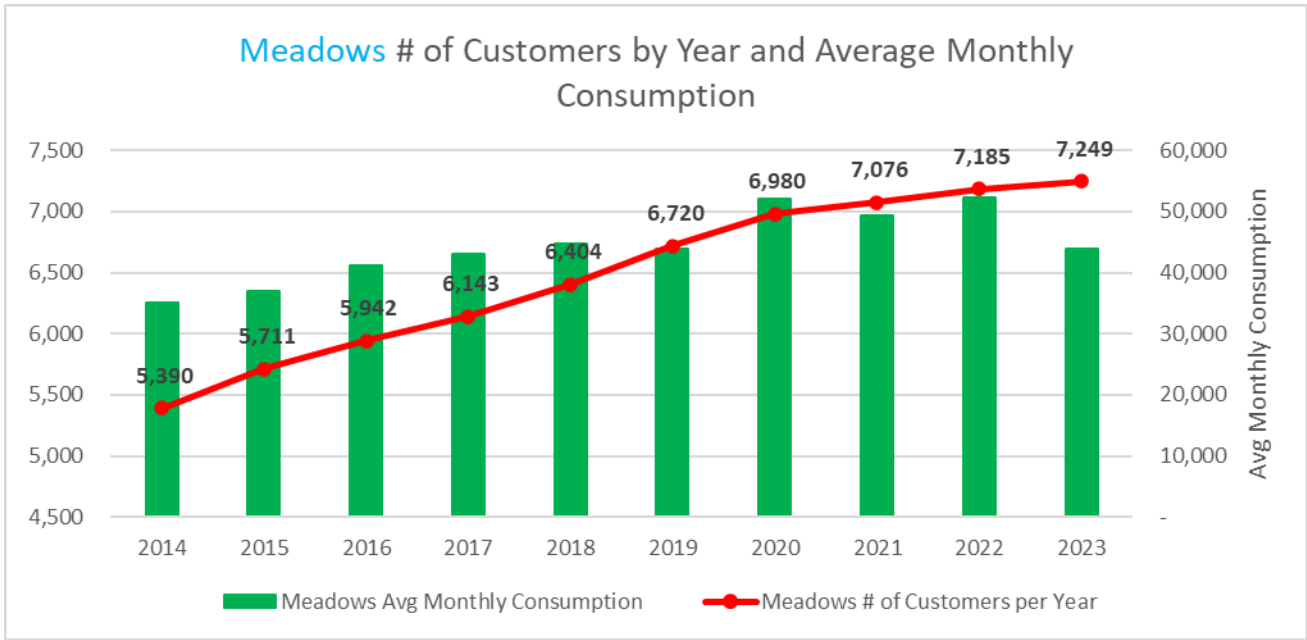


CHART 45: MEADOWS AVERAGE MONTHLY CONSUMPTION BY CUSTOMER

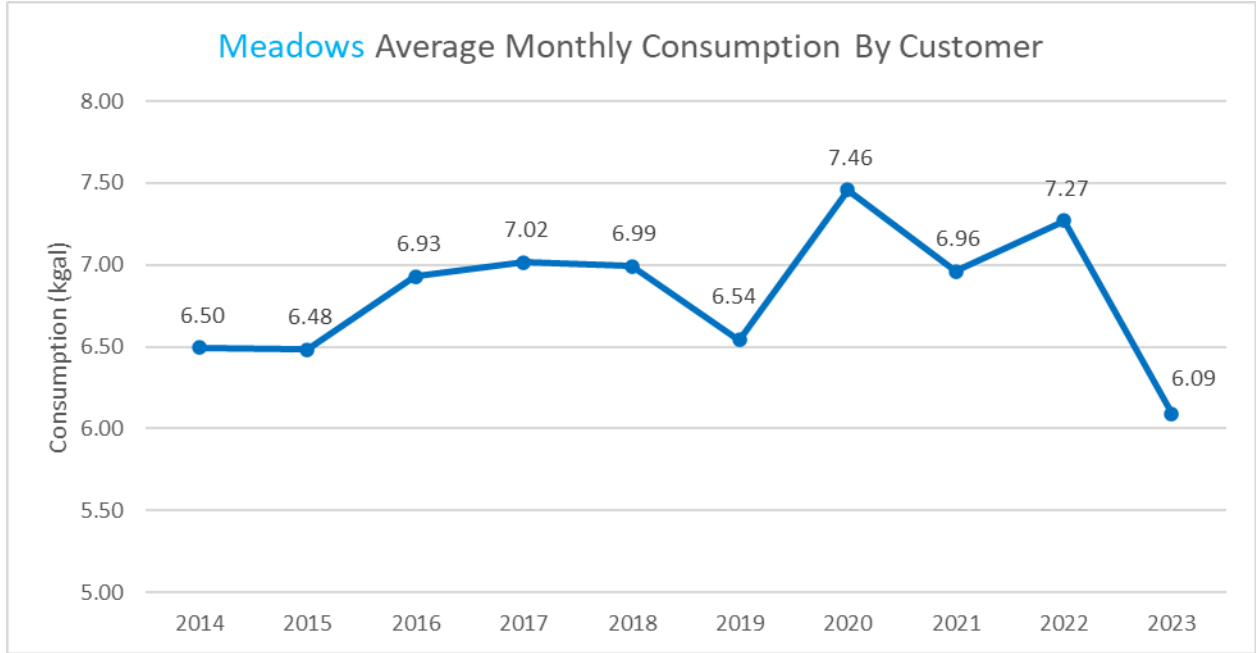


CHART 46: MEADOWS RESIDENTIAL ACCOUNTS BY IRRIGATED AREA

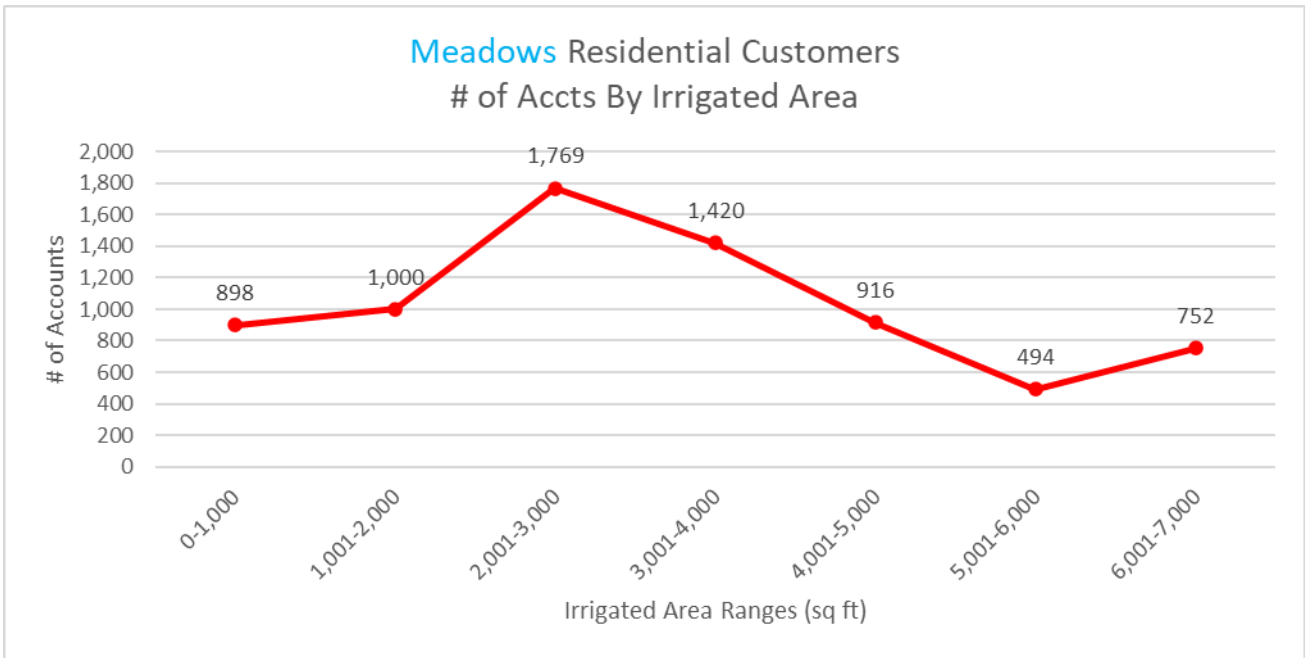


CHART 47: MEADOWS RESIDENTIAL ACCOUNTS IRRIGATED AREA BY CUSTOMER

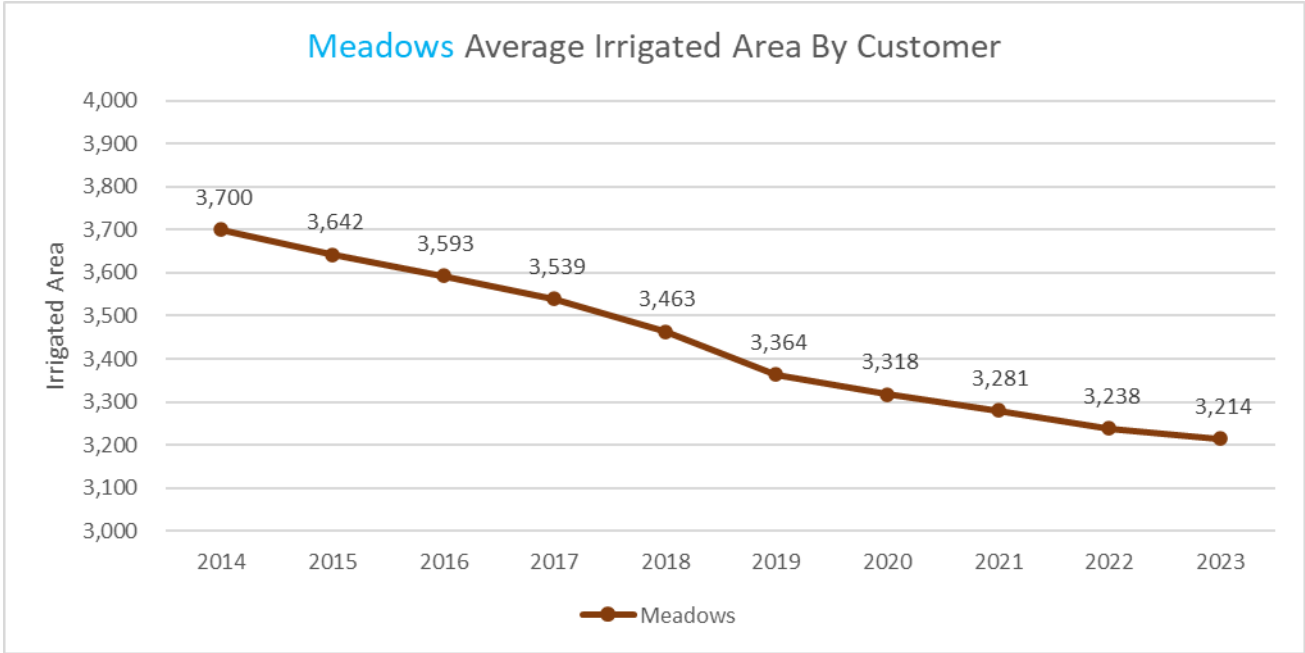


CHART 48: FOUNDERS AVERAGE MONTHLY CONSUMPTION

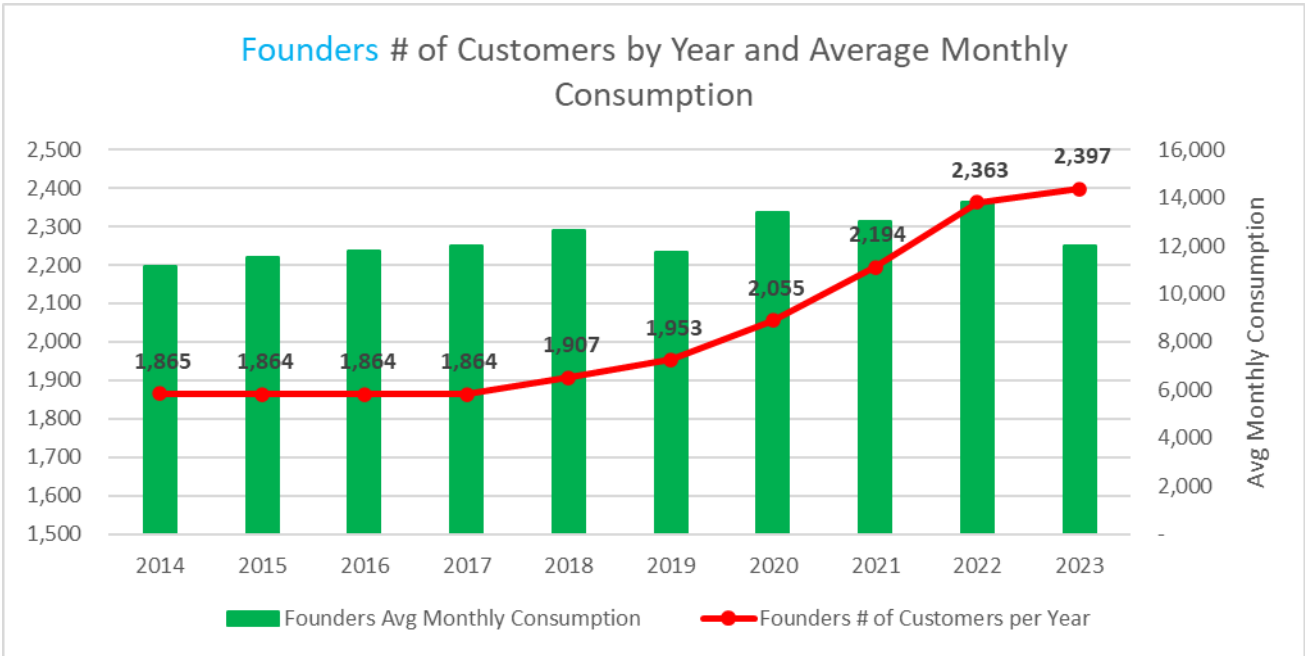


CHART 49: FOUNDERS AVERAGE MONTHLY CONSUMPTION BY CUSTOMER

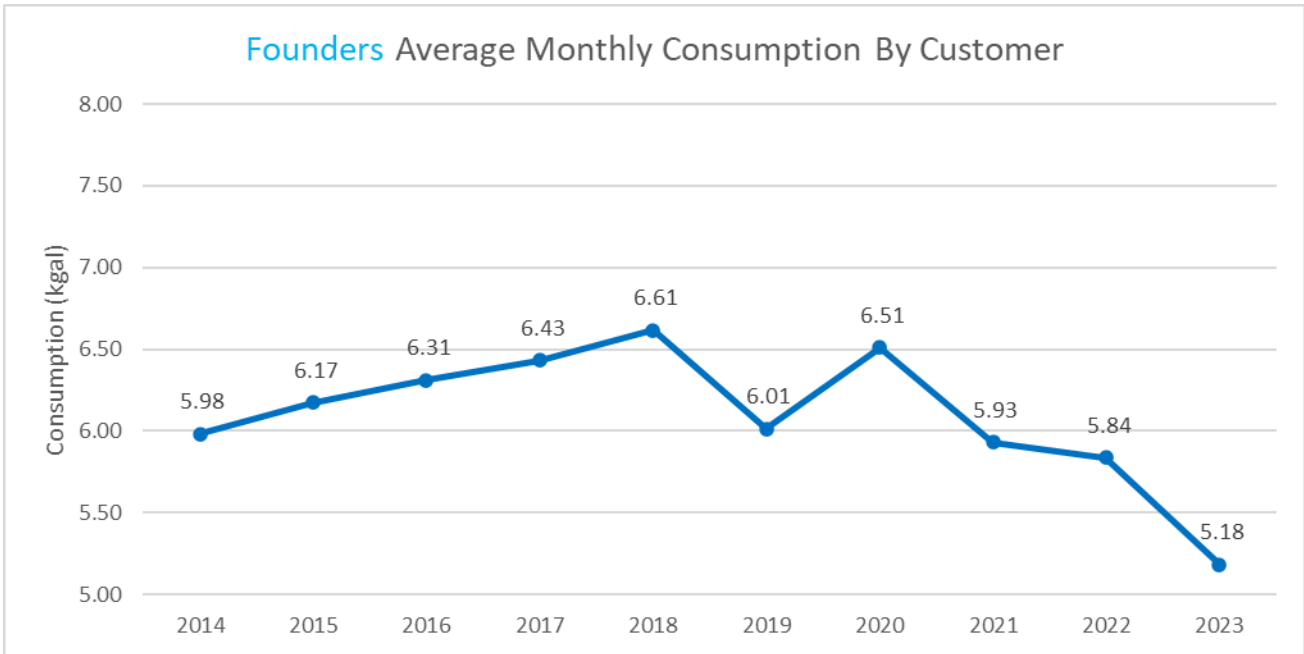
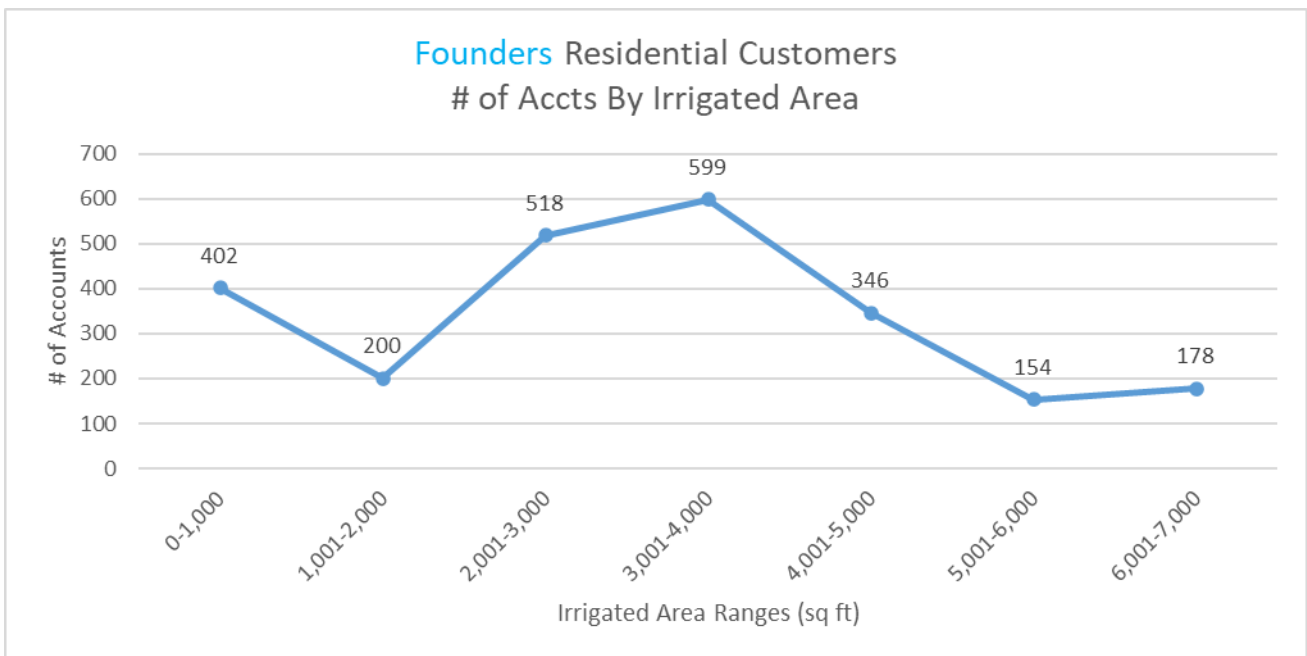
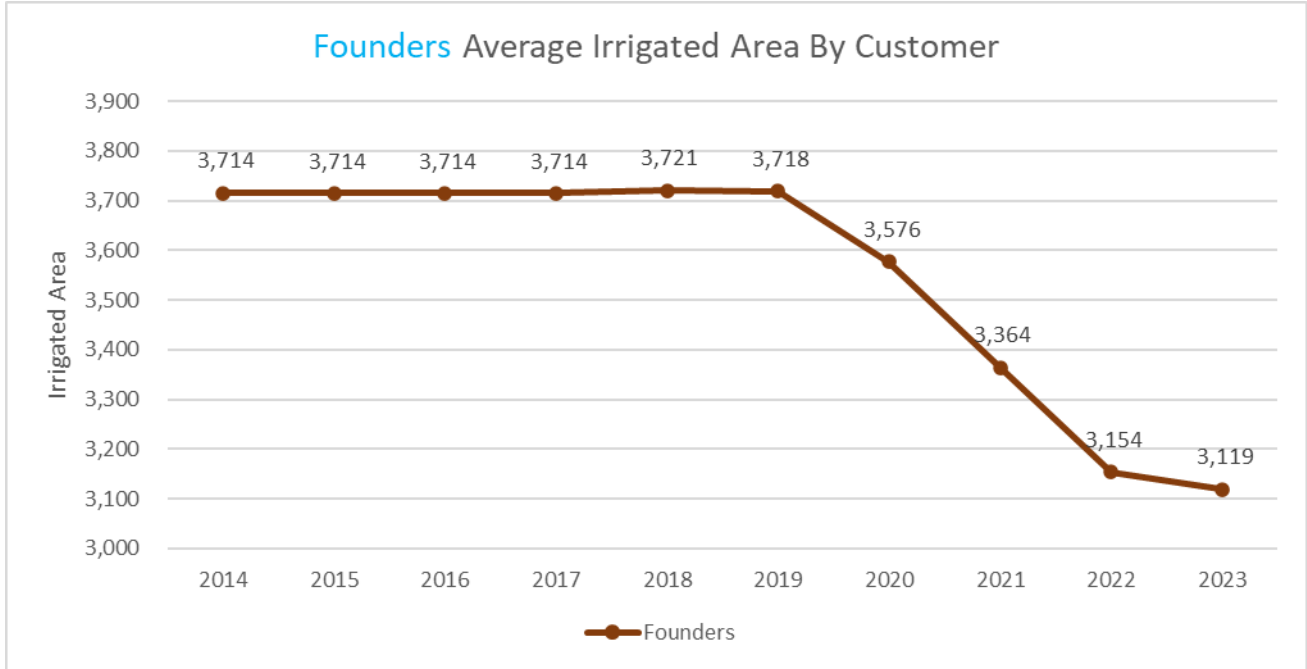


CHART 50: FOUNDERS RESIDENTIAL ACCOUNTS BY IRRIGATED AREA



**CHART 51: FOUNDERS RESIDENTIAL ACCOUNTS
IRRIGATED AREA BY CUSTOMER**



*Drop in average irrigated area beginning in 2020 due to lower irrigated area in new builds

**CHART 52: PLUM CREEK AVERAGE MONTHLY
CONSUMPTION**

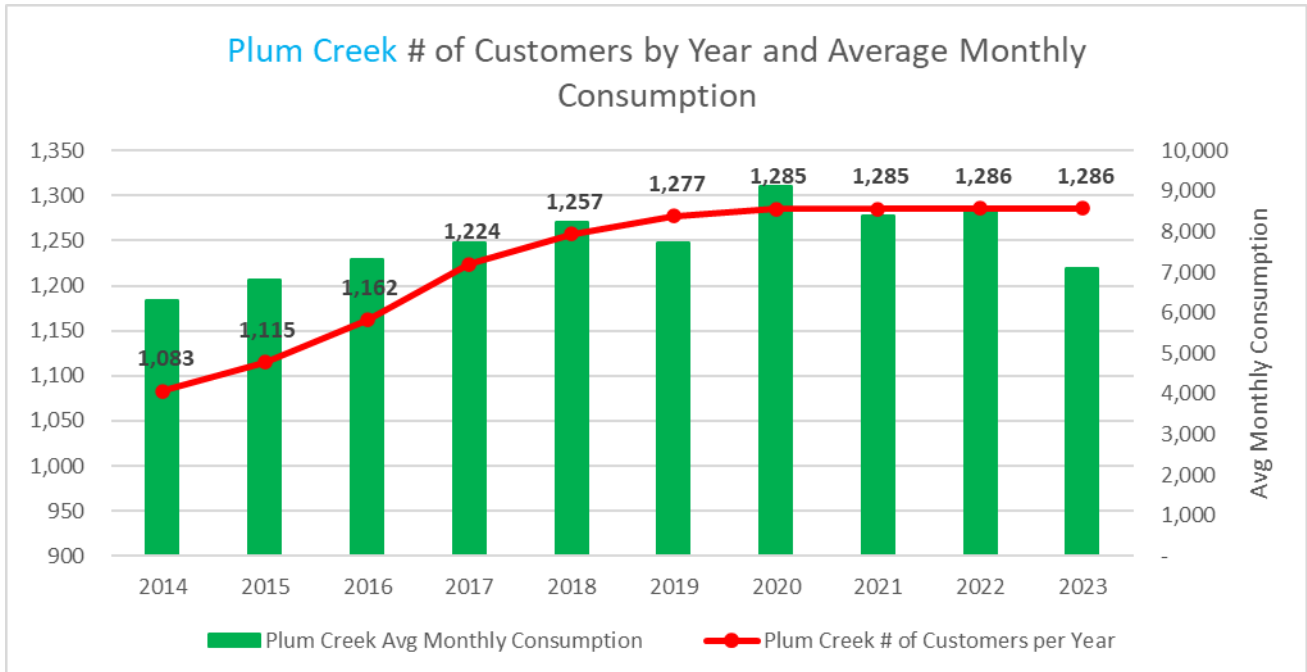


CHART 53: PLUM CREEK AVERAGE MONTHLY CONSUMPTION BY CUSTOMER

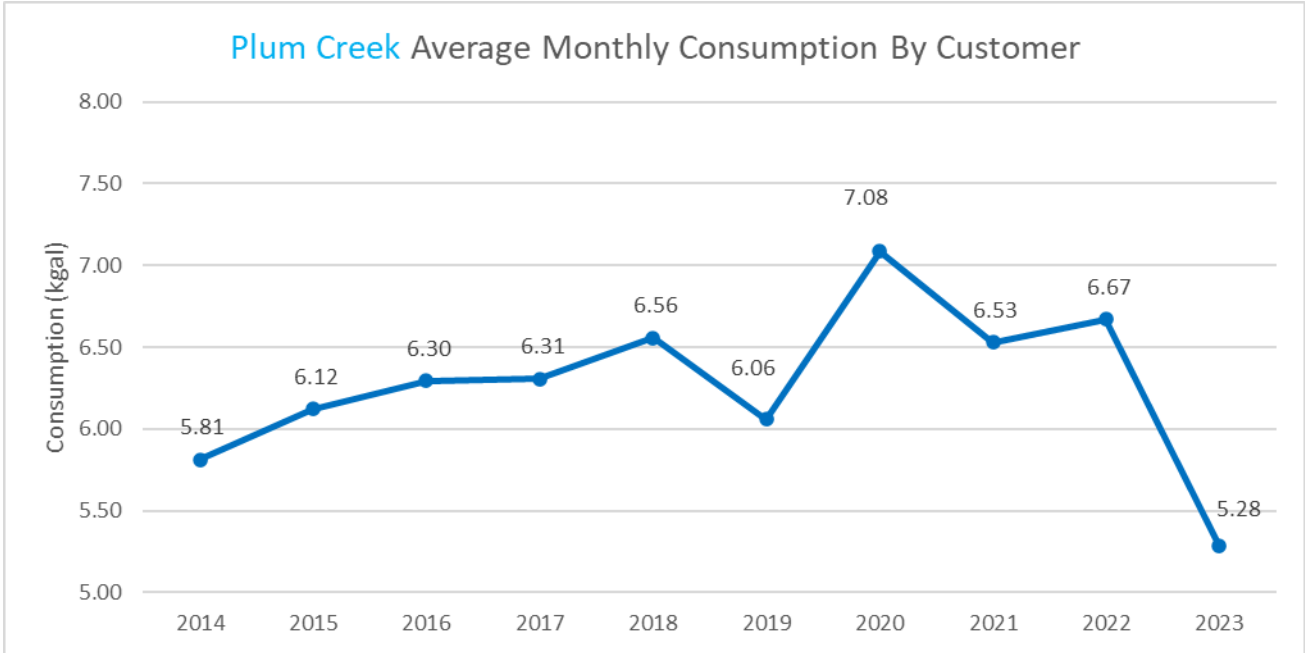
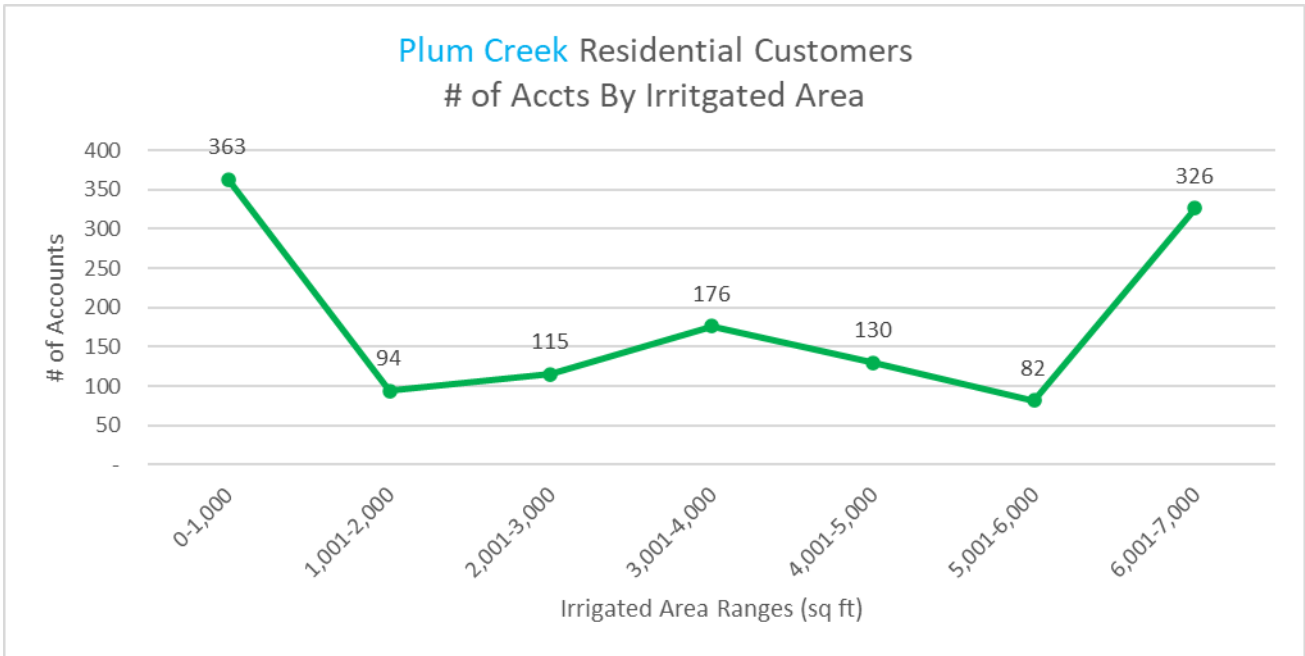
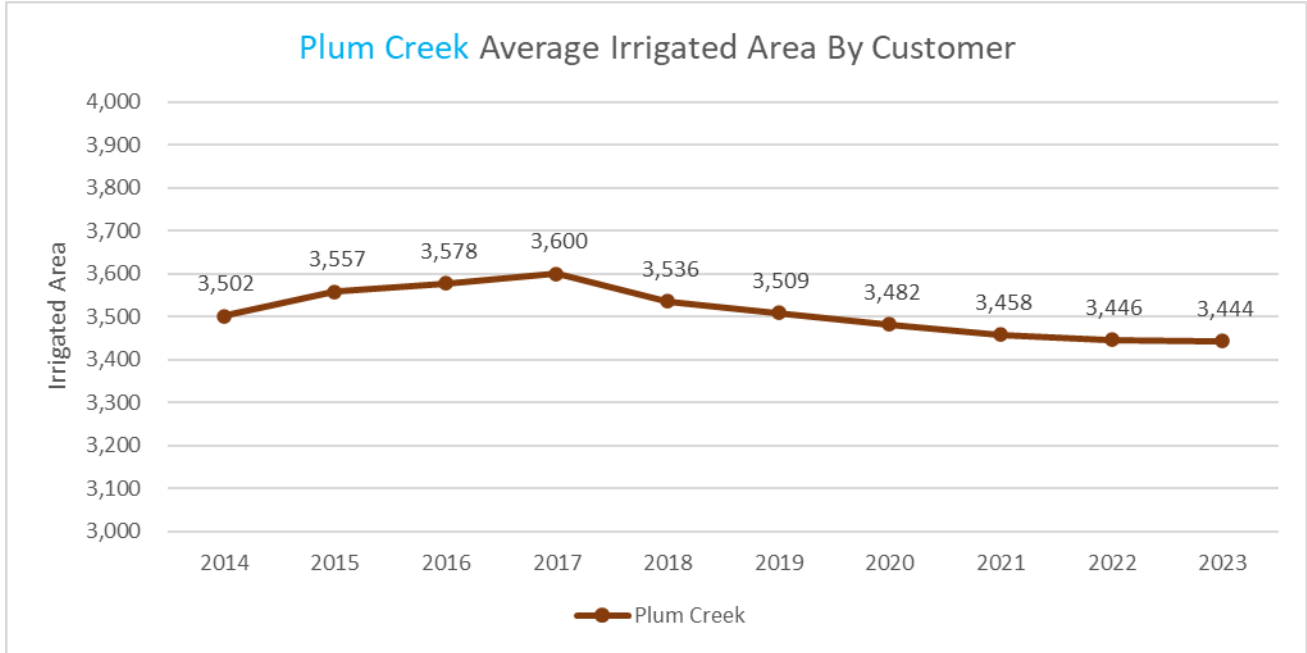


CHART 54: PLUM CREEK RESIDENTIAL ACCOUNTS BY IRRIGATED AREA



**CHART 55: PLUM CREEK RESIDENTIAL ACCOUNTS
IRRIGATED AREA BY CUSTOMER**



BULK WATER ACCOUNTS

CRW has both bulk hydrant accounts and bulk station accounts. CRW tracks the number of accounts and annual usage for these account types each year. The charts below show the bulk hydrant and bulk station accounts and usage from 2014 to 2023. These accounts vary from year-to-year based on the need and demand of the customers using the program. We have seen a decrease in bulk hydrant accounts over the past two years due in part to the slower new development activity in Castle Rock.

CHART 56: BULK HYDRANT AND BULK STATION ACCOUNTS

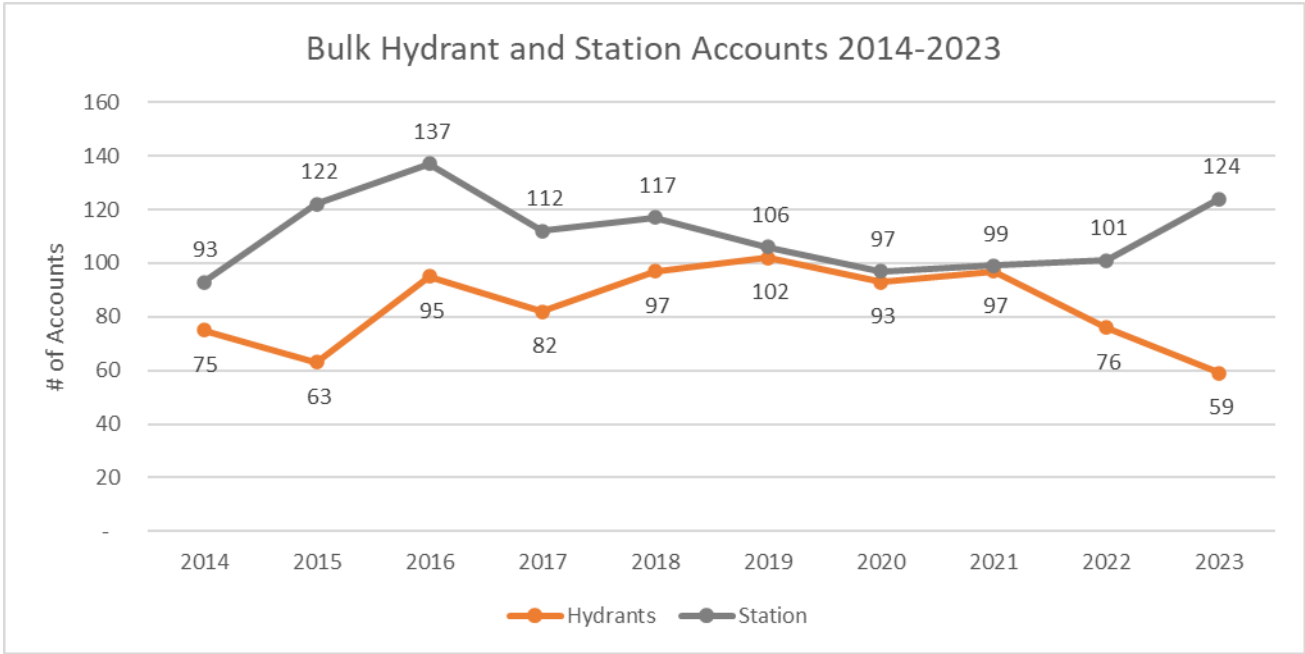


CHART 57: BULK HYDRANT USAGE

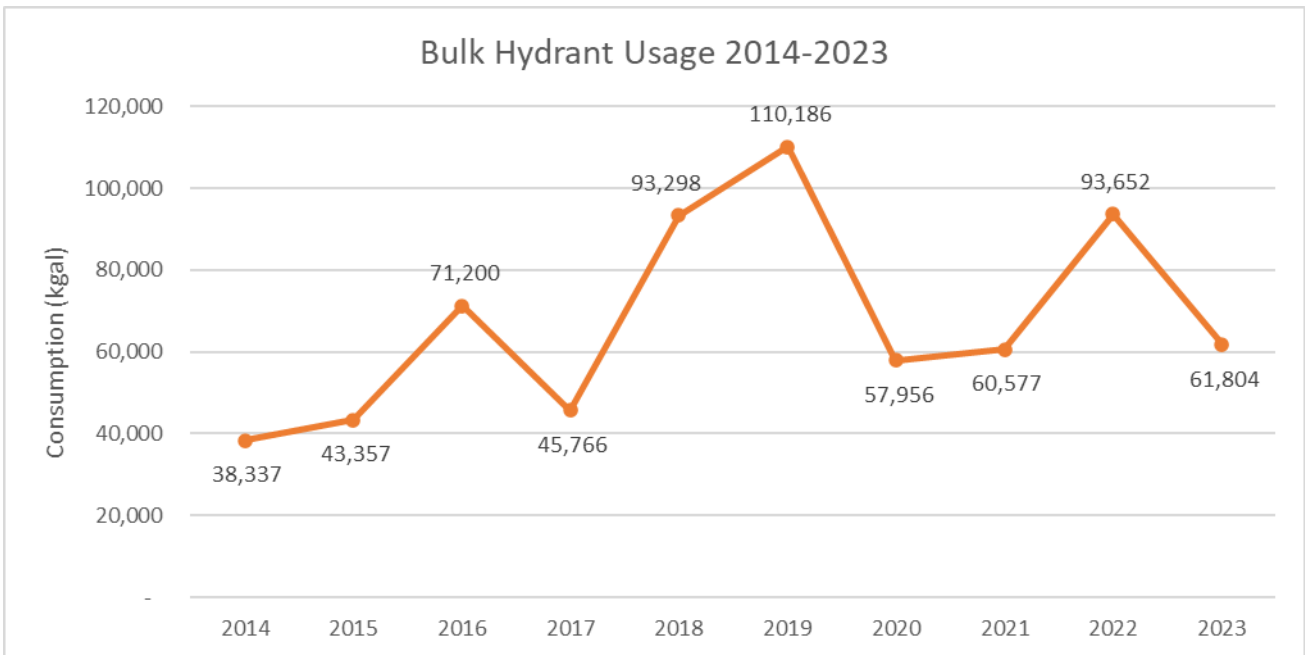
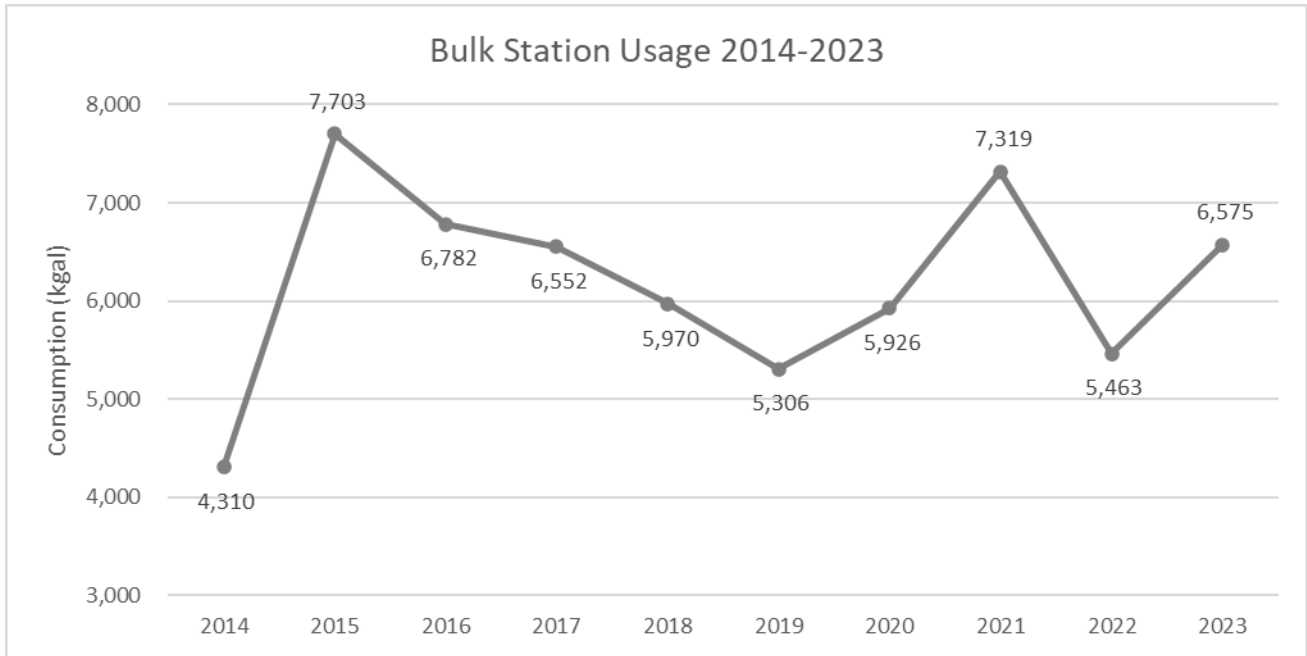


CHART 58: BULK STATION USAGE



TOWN ACCOUNT CONSUMPTION

Chart 59 shows the overall Town consumption from 2014 to 2023. The Parks Department has the largest consumption annually and accounts for 80-90% of total Town consumption. The largest increases in 2022 consumption are from the Festival Park Splash Pad and the Cobblestone Ranch Park expansion. Parks has recently partnered with CRW to reduce consumption in several locations. In 2019 natural turf in Metzler Ranch Park’s athletic fields was replaced with synthetic turf. Similarly, natural turf in athletic fields in Paintbrush Park was replaced with synthetic turf at the end of 2022.

CHART 59: TOWN CONSUMPTION

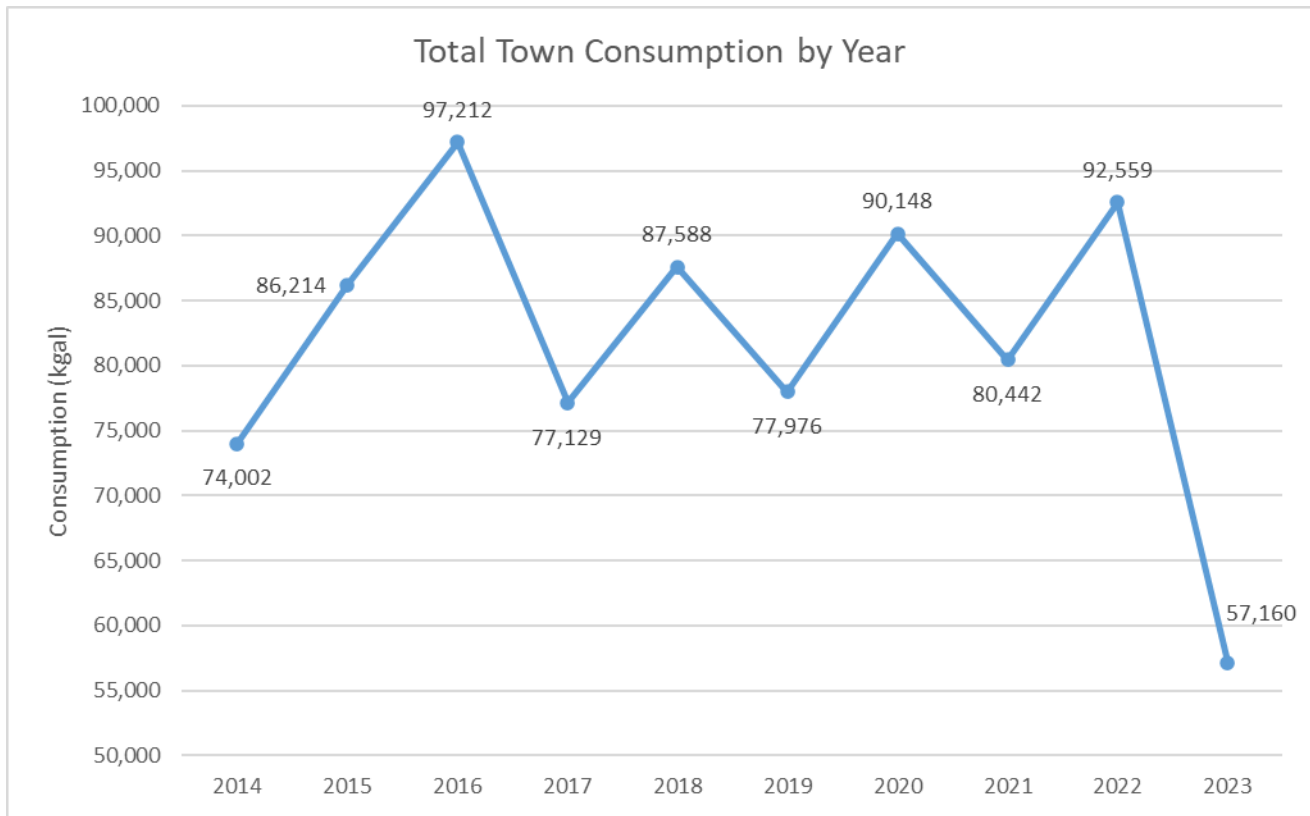


TABLE 10: TOWN CONSUMPTION BY YEAR AND DEPARTMENT (Kgal)

Department	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
CRW	2,035	1,771	1,135	644	778	862	1,190	2,507	1,518	1,632
Facility Maintenance	53	51	31	26	25	5	0	0	0	0
Fire	1,163	1,273	1,114	858	1,159	1,307	1,280	1,165	1,227	860
Golf Course	340	386	383	324	325	311	251	295	268	287
Parks	63,404	74,691	86,753	66,873	76,572	68,900	82,625	71,371	84,345	50,226
Police	327	340	231	210	265	188	170	177	156	139
Rec Center	5,173	5,305	5,586	6,192	5,887	4,625	3,284	3,721	3,765	3,008
Service Centers	829	898	782	778	690	193	511	406	403	299
Streets	132	366	372	442	434	482	388	356	124	291
Town Hall	405	459	448	171	331	340	117	112	151	161
Treatment Plants	141	674	377	611	1,122	763	332	332	602	257
Total Consumption	74,002	86,214	97,212	77,129	87,588	77,976	90,148	80,442	92,559	57,160

WASTEWATER ENTERPRISE FUND

NUMBER OF ACCOUNTS BY METER SIZE & CUSTOMER CLASS

Table 11 shows the number of accounts by meter size and customer class using 12 months of billing data (Jan23-Dec23). This shows that 25,698 customers were receiving wastewater service during this capture period. The FY2022 accounts based on 12 months of billing data (Jan22-Dec22) showed that 25,140 accounts were receiving wastewater service. There are 558 more accounts in FY2023 than FY2022.

There are 1,189 fewer customers receiving wastewater service than water service due to irrigation customers who don't have wastewater and customers who utilize a septic system, thus not utilizing Castle Rock Water's wastewater services.

TABLE 11: ACCOUNTS BY METER SIZE & CUSTOMER CLASS (FY2023)

Meter Size	Residential	Multifamily	Commercial	MultiFamily Indoor Use Only	Commercial Indoor Use Only	Total
5/8"	2,476	-	-	4	7	2,487
3/4"	21,980	14	122	101	131	22,348
1"	23	25	69	143	109	369
1.5"	-	55	49	120	102	326
2"	-	15	29	45	50	139
3"	-	2	5	4	14	25
4"	-	1	-	-	1	2
6"	-	-	2	-	-	2
Total	24,479	112	276	417	414	25,698

CHART 60: RESIDENTIAL WASTEWATER ACCOUNTS

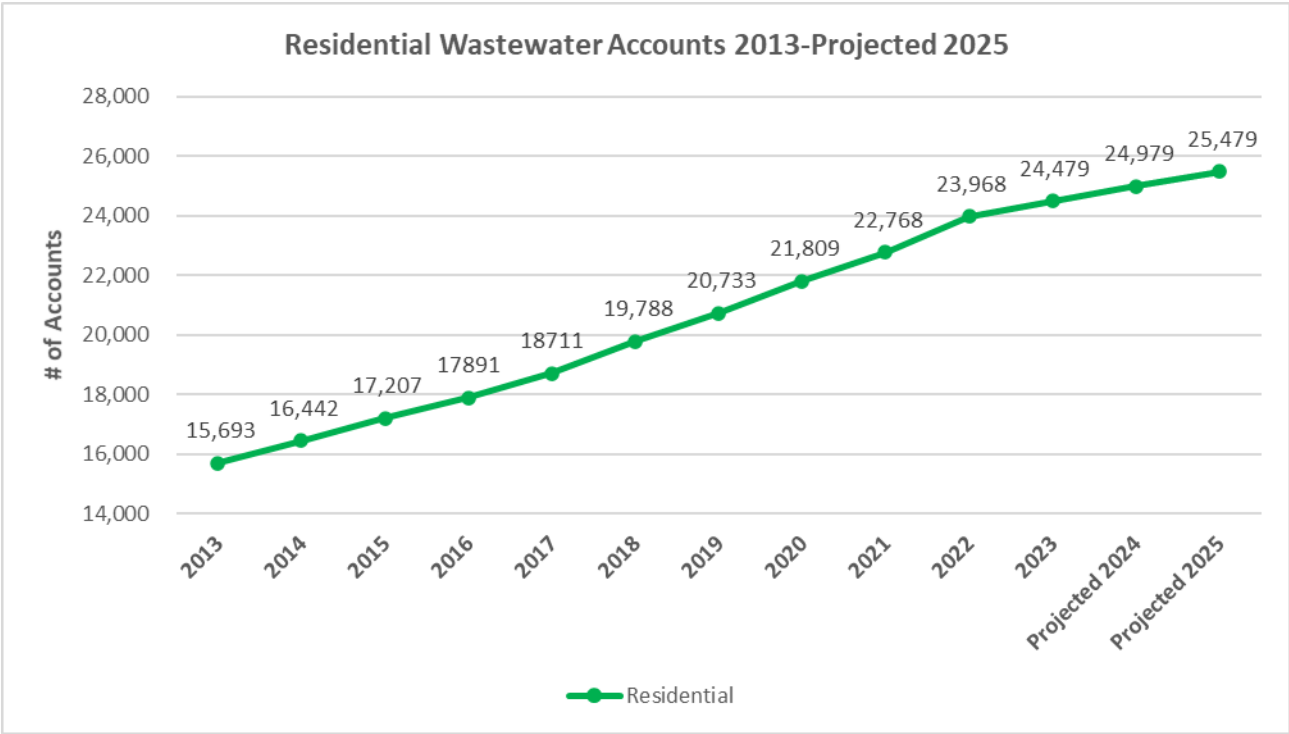
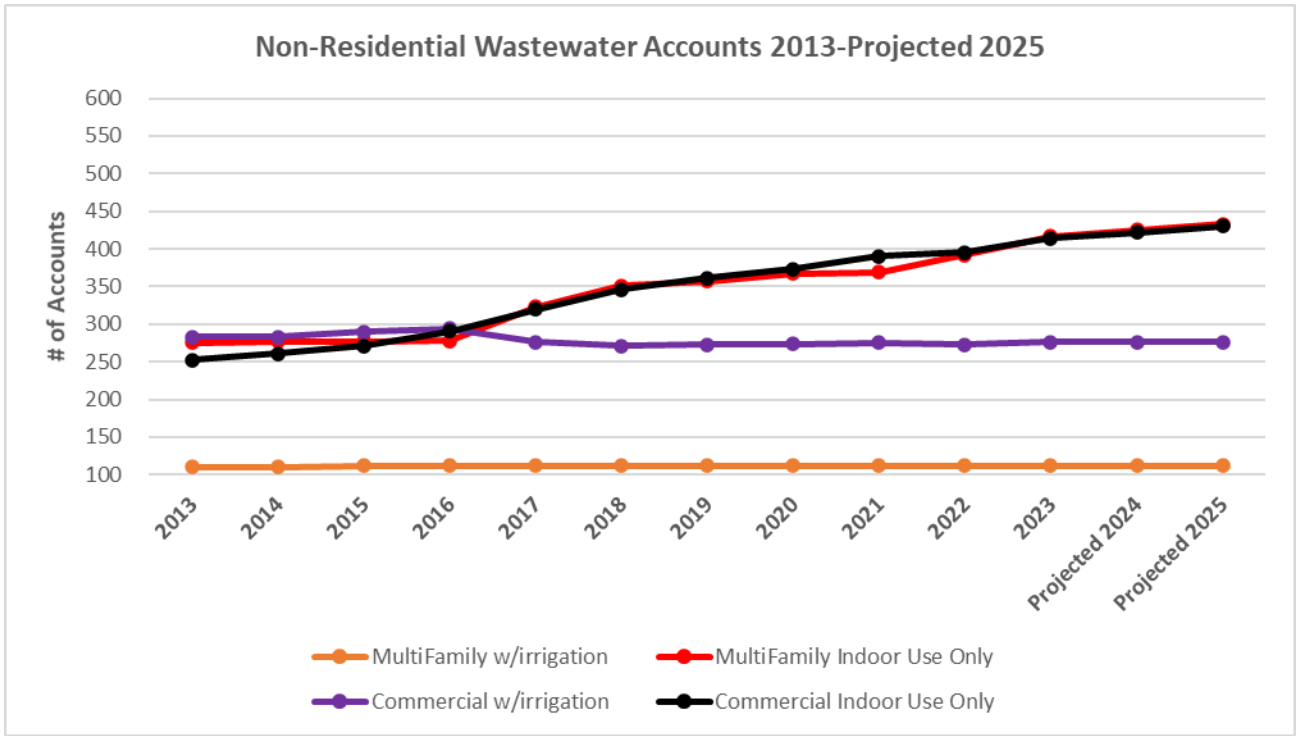


CHART 61: NON-RESIDENTIAL WASTEWATER ACCOUNTS



Castle Rock Water projects FY2025 wastewater accounts by using 2023 billing data plus projected growth for FY2024 and FY2025. The FY2025 wastewater accounts are projected to equal 26,730 (25,479 for residential and 1,251 for non-residential).

2024 Projected New Accounts by Customer Class:

500 Residential (1 SFE)
 8 Multi-Family
 8 Commercial
 516 Total

2025 Projected New Accounts by Customer Class:

500 Residential (1 SFE)
 8 Multi-Family
 8 Commercial
 516 Total

Total growth of 516 accounts is projected for FY2024 and 516 for FY2025 for a total of 1,032 projected for the wastewater fund thru FY2025.

WATER RESOURCES ENTERPRISE FUND

NUMBER OF ACCOUNTS BY METER SIZE & CUSTOMER CLASS

Table 12 shows the number of accounts by meter size and customer class using 12 months of billing data (Jan23-Dec22). This shows 26,885 accounts served by the water resources enterprise fund. The FY2022 accounts based on 12 months of billing data (Jan22-Dec22) showed 26,318 water resources accounts. There are 567 more accounts in FY2023 than in FY2022.

TABLE 12: ACCOUNTS BY METER SIZE AND CUSTOMER CLASS (FY2023)

Meter Size	Residential	Multifamily	Commercial	Bulk	Irrigation	MultiFamily Indoor Use Only	Commercial Indoor Use Only	Total
5/8"	2,476	-	-	-	2	4	7	2,489
3/4"	22,457	14	125	59	227	101	141	23,124
1"	24	25	71	-	120	143	113	496
1.5"	-	55	51	-	177	120	102	505
2"	-	15	29	-	91	45	51	231
3"	-	2	5	-	8	4	15	34
4"	-	1	-	-	2	-	1	4
6"	-	-	2	-	-	-	-	2
Total	24,957	112	283	59	627	417	430	26,885

CHART 62: RESIDENTIAL WATER RESOURCES ACCOUNTS

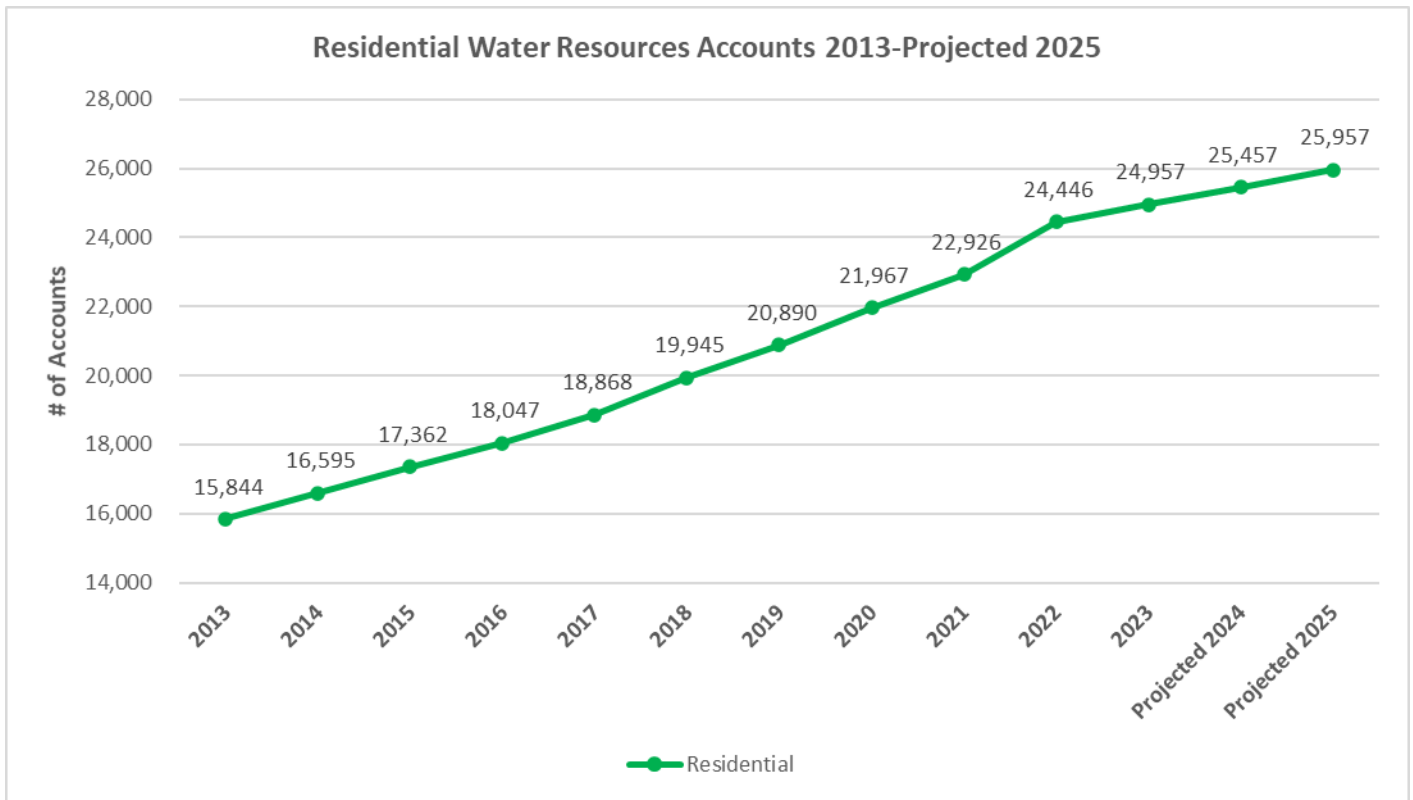
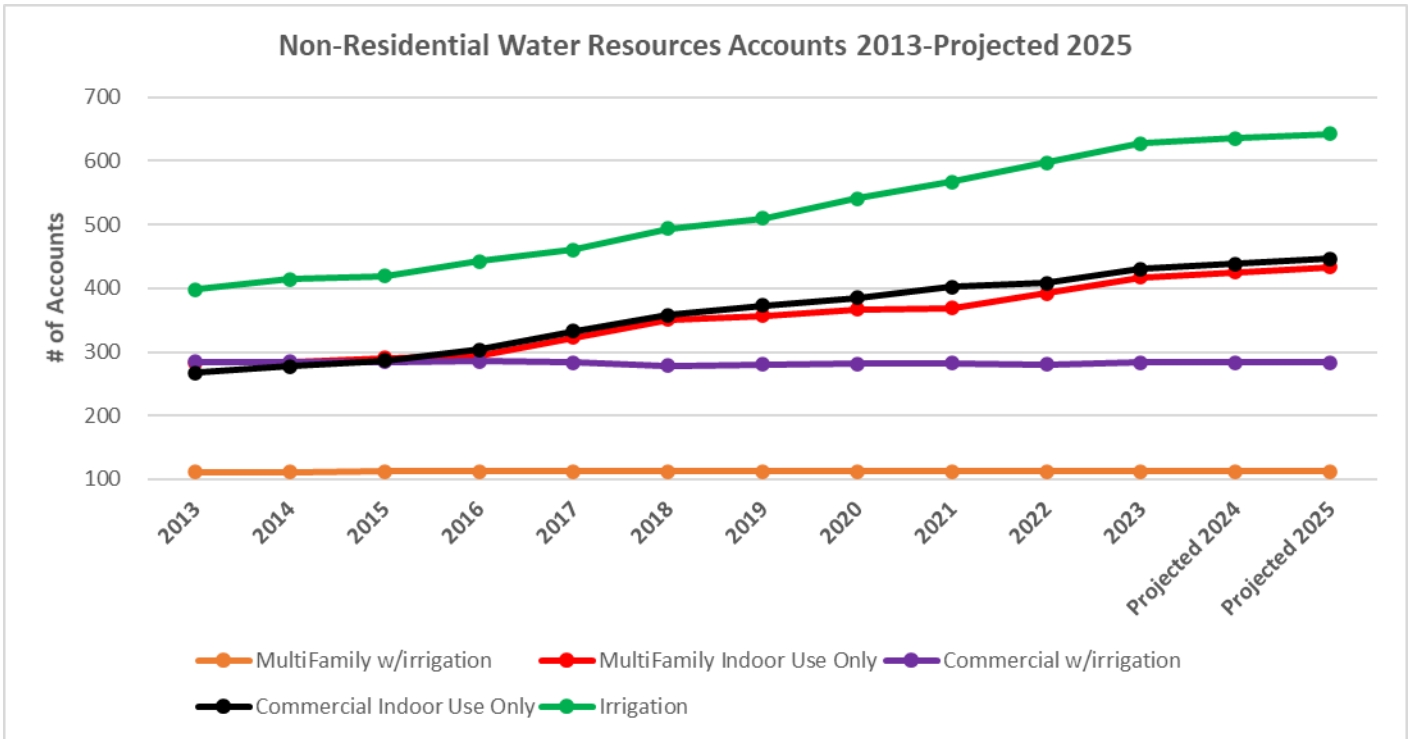


CHART 63: NON-RESIDENTIAL WATER RESOURCES ACCOUNTS



Castle Rock Water projects FY2025 water resources accounts by using 2023 billing data plus projected growth for FY2024 and FY2025. The FY2025 water resources accounts are projected to equal 27,874 (25,957 for residential and 1,917 for non-residential).

2024 Projected New Accounts by Customer Class:

- 500 Residential (1 SFE)
- 8 Multi-Family
- 8 Commercial
- 8 Irrigation
- 524 Total

2025 Projected New Accounts by Customer Class:

- 500 Residential (1 SFE)
- 8 Multi-Family
- 8 Commercial
- 8 Irrigation
- 524 Total

Total growth of 524 accounts is projected for FY2024 and 524 for FY2025 for a total of 1,048 projected for the water resources fund thru FY2025.

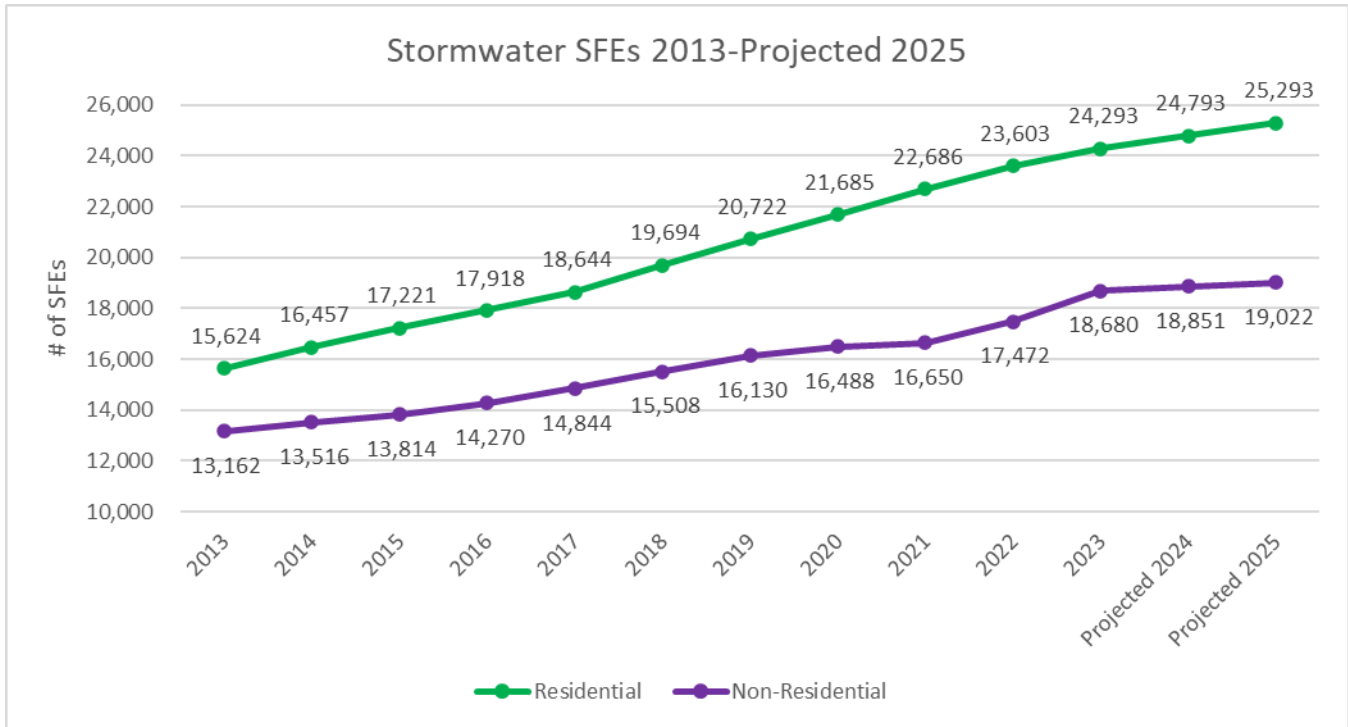
STORMWATER ENTERPRISE FUND

Table 13 shows stormwater average monthly SFEs based on 12 months of billing data (Jan23-Dec23). This shows that 42,973 SFEs were receiving stormwater services during this capture period. The FY2022 billing data (Jan22-Dec22) showed 41,075 SFEs receiving stormwater services. There are 1,897 more SFEs in FY2023 than FY2022.

TABLE 13: STORMWATER SFES (JAN 23-DEC 23)

Total Monthly SFEs	
Residential	24,293
Non-Residential	18,680
Stormwater SFE's	42,973

CHART 64: STORMWATER SFES



Castle Rock Water shows FY2025 projected stormwater SFEs based on 12 months of billing data (Jan23-Dec23) plus projected growth for FY2024 and FY2025. The FY2025 stormwater SFEs are projected to equal 44,315 (25,293 for residential and 19,022 for non-residential).

2024 Projected New (SFEs)

500	Residential
20	Detached in Cherry Creek Basin
480	Detached in Plum Creek Basin
171	Commercial in the Plum Creek Basin
671	Total

2025 Projected New (SFEs)

500	Residential
20	Detached in Cherry Creek Basin
480	Detached in Plum Creek Basin
171	Commercial in the Plum Creek Basin
671	Total

Total growth projected for the stormwater fund is 671 SFEs in FY2024 and 671 SFEs for FY2025.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 5/22/2024

Item #: 11. File #: WC 2024-052

To: Members of the Castle Rock Water Commission

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

Upcoming Town Council Items
Town Council Agenda Date: NA

Executive Summary

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

Items for this month include:

There are no items at this time.