# Town Council
# Agenda - Final

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

**Tuesday, January 20, 2026** **6:00 PM**

**Town Hall Council Chambers**
**100 North Wilcox Street**
**Castle Rock, CO 80104**
**www.CRgov.com/CouncilMeeting**

*This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. January 20, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest*

## 5:00 pm COUNCIL DINNER & INFORMAL DISCUSSION

## 6:00 pm INVOCATION

## 6:05 pm CALL TO ORDER / ROLL CALL

## - PLEDGE OF ALLEGIANCE

## - COUNCIL COMMENTS

## - UNSCHEDULED PUBLIC APPEARANCES

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

## - TOWN MANAGER'S REPORT

**1.** ID 2026-005 **Update: Calendar Reminders**

**2.** ID 2026-006 **Update: Monthly Department Reports**

**3.** ID 2026-007 **Update: Legislative Update**

**4.** ID 2026-008 **Briefing from Castle Rock Water: Water Quality Maintenance update; Chatfield Watershed Authority (CWA) By-laws Update; and Drought/Snowpack Update**

**5.** ID 2026-009 **Development Services Project Updates**

**6.** ID 2026-010 **Update: Quasi-Judicial Projects**

## - TOWN ATTORNEY'S REPORT

## - ACCEPTANCE OF AGENDA

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

## - CONSENT CALENDAR

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

**7.** ORD 2026-002 **Ordinance Amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code Regarding the Disposition and Lease of Real Property Owned by the Town (Second Reading - Approved on First Reading on January 6, 2026, by a vote 7-0)**

**8.** RES 2026-005 **Resolution Approving the Second Amendment to the Infrastructure Development and Purchase Agreement Between the Town of Castle Rock, Acting by and Through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC** *[Lost Creek area of Weld County, Colorado]*

**9.** MIN 2026-002 **Minutes: January 6, 2026 Town Council Meeting**

## - ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

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

**10.** ORD 2026-001 **Ordinance Amending the Town of Castle Rock's Zone District Map by Approving Amendment No. 7 to the Crystal Valley Ranch Planned Development Plan and Zoning Regulations (Second Reading - Approved on First Reading on January 6, 2026, by a vote of 4-3)** *[located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road]*

**11.** ORD 2026-003 **Ordinance Approving the First Amendment to the Dawson Trails Development Agreement (First Reading)** *[property located west of Interstate 25 and north and south of Territorial Road]*

**12.** DIR 2026-001 **Discussion/Direction: America 250 - Colorado 150 Grants**

**13.** RES 2026-006 **Resolution of the Town Council of the Town of Castle Rock Approving the Renaming of South Interstate 25 Road to South Wilcox Street** *[from Plum Creek Parkway to Crystal Valley Parkway]*

**14.** RES 2026-007 **Resolution Approving the Third Amendment to Master Services and Purchasing Agreement with Axon Enterprise, Inc., for the Castle Rock Police Department**

**15.** ORD 2026-004 **Ordinance Amending Various Sections of the Castle Rock Municipal Code Regarding Board and Commission Membership, Absences, Term Limits, and Meetings (First Reading)**

**16.** DIR 2026-002 **Discussion/Direction: Planning Commission and the Comprehensive Plan (Chapter 2.16)**

**17.** RES 2026-008 **Resolution Approving Intergovernmental Agreements by and Between the Town of Castle Rock, Acting by and Through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District, for the Purchase and Sale of Rights in the WISE Project and WISE Infrastructure Capacity and for the Delivery of Water**
*[WISE water to be used throughout Castle Rock Water's service area]*

**18.** RES 2026-009 **Resolution Approving the Second Amendment to the Amended and Restated Intergovernmental Agreement Between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System**

## - ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

*The Council has reserved this time only if the original 30 minutes allocated for Unscheduled Public Appearances as an earlier part of this agenda has been fully exhausted and speakers who signed up to speak were unable to be heard during the original 30 minutes allocated this topic.*

## - ADJOURN TO EXECUTIVE SESSION - NOT TO RETURN

**19.** EXEC 2026-001 **Executive Session: Consider a motion to recess into executive session for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock**

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 1. **File #:** ID 2026-005

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

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

**Update: Calendar Reminders**

## Executive Summary

Attached is an outline of upcoming items of general interest.

TOWN COUNCIL MEETING

# TOWN MANAGER'S REPORT

DAVID L. CORLISS, TOWN MANAGER
JANUARY 20, 2026

# UPCOMING CALENDAR ITEMS

| | |
|---|---|
| 3 FEB | **Town Council Meeting, 6 p.m. (dinner at 5 p.m.)**<br>Town Hall Council Chambers |
| 7 FEB | **Fire & Rescue Department Annual Awards Banquet, 6 p.m.**<br>The Oaks at Plum Creek, 321 Players Club Drive |
| 16 FEB | **Presidents' Day Holiday – Town Offices closed**<br>Recreation Center, MAC and Cantril School normal hours |
| 17 FEB | **Town Council Meeting, 6 p.m. (dinner at 5 p.m.)**<br>Town Hall Council Chambers |
| 3 MAR | **Town Council Meeting, 6 p.m. (dinner at 5 p.m.)**<br>Town Hall Council Chambers |
| 24 MAR | **Special Town Council Meeting, 6 p.m. (dinner at 5 p.m.)** – replaced March 17<br>Town Hall Council Chambers |

# **HIGHLIGHTS** from CRgov.com/**Events**

| | |
|---|---|
| 21 JAN | Coffee with a Co-Responder, 8 to 10 a.m.<br>Nixon's Coffee House, attached to Cherry Hills Community Church<br>3900 Grace Blvd., Highlands Ranch |
| 31 JAN | Winter Ball, 6 to 9 p.m.<br>James R. Sullivan Events Center at the Douglas County Fairgrounds |
| 4 FEB | Colorado Bluebird Project – Open House, 7 to 8 p.m.<br>Millhouse, 1381 W. Plum Creek Parkway |
| 18 FEB | Colorado Bluebird Project – Volunteer Monitor Training (opt. 1), 4 to 5:30 p.m.<br>Millhouse, 1381 W. Plum Creek Parkway |
| 26 FEB | Colorado Bluebird Project – Volunteer Monitor Training (opt. 2), 6:30 to 8 p.m.<br>Millhouse, 1381 W. Plum Creek Parkway |

# NEIGHBORHOOD MEETINGS

| | |
|---|---|
| **10 FEB** | ***New Hope Church @ Coff33, 6:00 p.m., 3rd Meeting**<br>Proposing a rezoning for New Hope Church for a new Planned Development Plan to allow for a medical office building on 1.5 acres in the northwest corner of the New Hope Church property, located south of the intersection of Prairie Hawk Drive and Meadows Boulevard. |
| **25 FEB** | ***Dawson Trails Multifamily Development, @ TBD, 1st Meeting**<br>Proposing a site development plan for 329 apartment units, in six buildings, situated on 12.6 acres located in central Dawson Trails. A pool, clubhouse, dog park and wash, and trail connections to the community Greenway are planned. |

*tentative

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 2. **File #:** ID 2026-006

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

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

**From:** Shannon Eklund, Executive Assistant

**Update: Monthly Department Reports**

## Executive Summary

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

# Development Services

**December 2025 Monthly Report**

**Inside this issue:**


Page 2: Employee Recognition

Page 4: New Land Use Submittals

Page 5: Actions and Updates

Page 7: Development Snapshot


**Find more information on our Development Activity page.**



DISTINCT TOWN IDENTITY | RESPONSIBLE GROWTH

TOWN OF CASTLE ROCK FOUR CORNERSTONES

COMMUNITY SERVICES | THRIVING ECONOMY


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


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

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

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

## News from the Director

Although this winter has been relatively mild, Colorado's snowiest months are still ahead. Now is a good time to review the Town's snow removal requirements.



Tara Vargish, PE
*Director*
*Development Services*

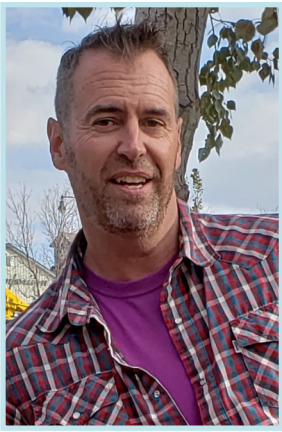
Town Code requires all businesses and residential property owners or tenants to clear snow and ice from sidewalks within 48 hours of a storm that brings 2 inches or more of accumulation. Corner properties must clear both the front and side sidewalks, and residents should keep curbs and gutters free of ice to ensure proper drainage.

The Town has invested in two ice-breaking attachments to address major buildup. To request ice breaking in a specific area, **email Public Works** or call **720-733-2462** for evaluation. If you notice a sidewalk that may be in violation of the Code, you can report your concern online.

Following these guidelines helps keep walkways safe and accessible throughout the winter season. For more information about how the Town manages snow and plowing, visit **CRgov.com/Snow**.

# Employee Recognition

## Staff Anniversaries and New Employees



**Congratulations to Sean Davin, Sr. Construction Permit Specialist,** on 26 years with the Town!



**Congratulations to Ken Torres, Sr. Plan Review Engineer,** on 8 years with the Town!



**Welcome to Joseph Carbaugh,** on joining the Town as a **Combination Building Inspector I**!



**Welcome to Shawn Valenzuela,** on joining the Town as a **Combination Building Inspector II**!



# Employee Recognition

## Customer Service Survey

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

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

**392** surveys distributed
**17** December responses

**Here are some comments from our customers in December:**

- "I work with multiple building departments throughout Colorado, Wyoming, Utah and South Dakota. Castle Rock has always been very consistent over the years. **Cindy Brooks** was very helpful throughout the process."
- "**Colby Riggins** was very responsive to my phone calls and was able to help my family with the process of getting a permit and inspection done in Castle Rock. I would highly recommend speaking with him because he is a great listener and cares about the client."
- "Thank you."
- "Thank you for keeping the permit process fairly simple...CR is one of the easier Depts."
- "**Tammy King** was very helpful and responded to my brief inquiry immediately!"
- "Great service and very professional."
- "The staff is pleasant and works hard to keep us up to date…"



# New Land Use Submittals

## Administrative Projects

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

**Costco Site Development Plan**
Façade, square footage addition to accommodate food service preparation, and landscaping design revisions for future Costco, located northwest of future Crystal Valley Parkway Interchange.

**Dawson Trails, Filing 2**
Drainage and grading infrastructure design revisions, located in areas south of Territorial Road and Dawson Ridge Boulevard intersection.

**Dawson Trails, Filing 2, Amendment 4**
Replat and subdivision improvements agreement amendment for Tract A to create four lots and two tracts, located between Dawson Trails Boulevard and Gambel Ridge Boulevard.

**Lanterns, Filing 3**
Replat to reconfigure lot lines common to lots 10, 11 and 12, located on Alumroot Street.

**Liberty Village, Minor PD Amendment**
Minor Planned Development Amendment, to permit other public facilities such as a fire station and logistics facility in a small area of open space district, located on the northeast corner of Castle Oaks Drive and Rocky View Road.

**Meadows Grading**
Grading only construction documents and erosion control plans for future mixed-use commercial project, located southeast of Meadows and Limelight.

**Meadows, Small Cell**
Construction documents for small cell facility, located at Distant Rock Avenue and Low Meadow Boulevard.

**Meadows, Toyota Dealership**
Construction documents for proposed 95,325 square-foot Toyota sales and service center, located northeast of Timber Mill Parkway and North Meadows Drive intersection.

**Promenade, Whataburger**
Site development plan for 3,380 square-foot Whataburger fast food restaurant with drive-thru located east of Promenade Parkway and Alpine Vista Circle roundabout.

**The Brickyard, Phase 1A**
Erosion control revisions due to design changes to Prairie Hawk Drive construction documents triggered by CORE infrastructure impacts to original design.

**Town project, Fire Department**
Plat and sanitary sewer main extension construction documents for Fire Station 156 and Logistics Facility, located on the northeast corner of Castle Oaks Drive and Rocky View Road.

**Wilcox Street/South Street, Small Cell**
Construction documents for small cell facility.

## Boards and Commissions

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

### Board of Adjustment

**December 4, 2025**

The Board of Adjustment held its regularly scheduled meeting and heard a request for a rear-yard setback variance for an existing deck and proposed deck cover located on Scarlet Oak Court. The Board found that all BOA criteria were met and approved the request by a vote of 3 to 0.

### Design Review Board

**December 10, 2025**

Meeting canceled.

**December 24, 2025**

Meeting canceled.

### Historic Preservation Board

**December 3, 2025**

The Historic Preservation Board held its regularly scheduled meeting on Wednesday evening, which included one public hearing item. With a vote of 6 to 0, a Local Restoration Grant in the amount of $15,000 was approved for the Little School on Perry Street—also known as the Saunders House—located at 203 N. Perry Street. The grant will support reimbursement for rehabilitation work that has recently been completed in accordance with the previously approved Landmark Alteration Certificate, as well as the preservation of a historic well that was discovered on the property during construction.

### Planning Commission

**December 11, 2025**

The Planning Commission held its regularly scheduled meeting and reviewed **the Canyons Far South Site Development Plan** for a 409-acre property near Crowfoot Valley Road and Founders Parkway. The plan includes 515 residential units, along with public open space, parks, roadway improvements, and future commercial areas. Staff found the plan consistent with Town policies and code requirements, and the Commission unanimously recommended approval to Town Council (6–0).

The Commission also reviewed an amendment to the **Crystal Valley Ranch Planned Development Plan** to shift the current planning area that allows residential development 45 feet to the west, and increase the public land dedication buffer on the east side adjacent to an existing neighborhood. Staff found the amendment met approval criteria, and the Commission unanimously recommended approval to Town Council (6–0).

**December 25, 2025**

Meeting canceled.

## Town Council

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

### December 2, 2025

Town Council held its regularly scheduled meeting and reviewed a resolution approving **a Site Development Plan for the Unity on Wolfensberger** project. The proposal includes renovating the former Quality Inn building into a multi-family residential development with 24 housing units. The first floor will be used for Wellspring Community offices, day programs, and services supporting individuals with intellectual and developmental disabilities (IDD), while the upper floors will provide market-rate housing, with half of the units available to individuals with IDD. Town Council approved the resolution unanimously with a 7–0 vote.

WELLSPRING COMMUNITY




Vicinity map of Unity on Wolfensberger Site Development Plan.




Rendering of Unity on Wolfensberger project, the former Quality Inn building.

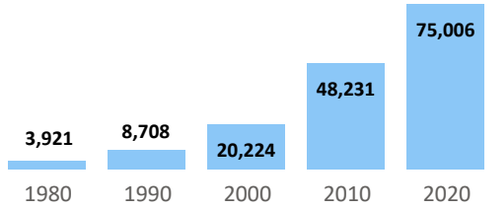
# TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: December 2025

## Population

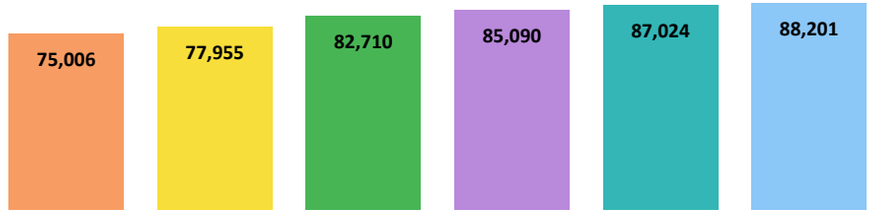
**88,201**

Estimated Population based on the total number of occupiable residential units

### Historic Population




### Recent Population




## Zoning Division

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

**5** Sign Permits Issued

**0** Temporary Use Permits Issued

**40** Code Compliance Cases Opened




- Sign Compliance Responses 3
- Notices of Violation Sent 23
- Signs Removed from the Right of Way 163
- Business Licenses Reviewed 23
- Site visits 94

## Planning/Development Review

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

### Pre-Applications

**10**
New Pre-Applications This Month

**108**
Year-to-Date Pre-Applications

**26%**
Pre-Applications that advanced as new projects over the previous 12 months

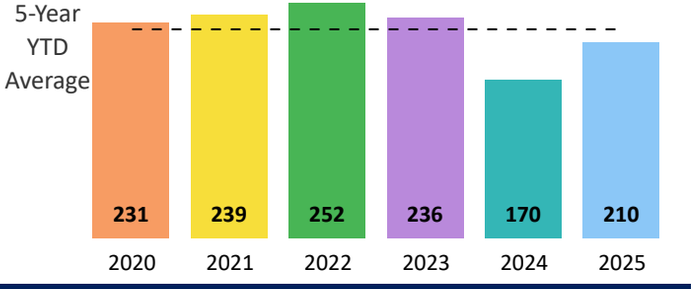
A pre-application meeting is required prior to any land-use submittal. Meeting may review conceptual ideas that never lead to a formal submittal.
Pre-applications expire and must be resubmitted after 12 months.

### New Development Applications

**12** New Development Project Applications this Month

**4** Other Project Applications this Month

Year-to-Date Development Applications




### Development Reviews

Monthly Reviews Completed

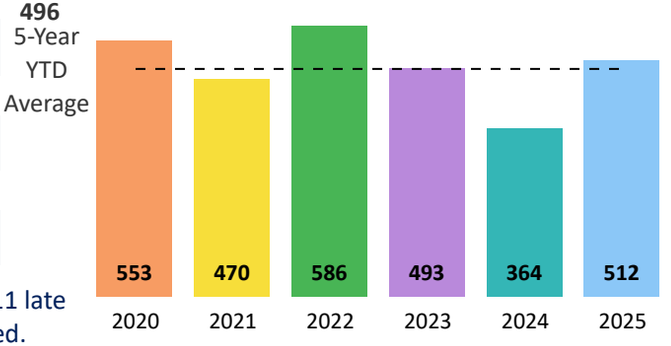
**6** First Reviews

**19** Second Reviews

**13** Third Reviews or More

*on time with the exception of 11 late reviews due to being short staffed.

Year-to-Date Planning/Development Reviews



# TOWN OF CASTLE ROCK DEVELOPMENT SNAPSHOT: December 2025

## Building Division

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

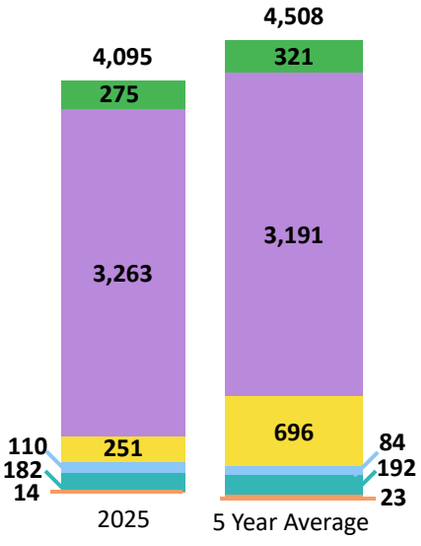
Development Services staff process permits, conduct inspections, respond to code violations and review plan submittals each month. This snapshot highlights staff activity during the previous month for the Zoning Division, Building Division and Planning/Development Review. Information on previous months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

### Building Permit Applications Received

Year-To-Date Building Permit Applications Received

| | 2025 |
|---|---|
| COMMERCIAL NEW | 14 |
| COMMERCIAL OTHER | 182 |
| COMMERCIAL REMODEL | 110 |
| RESIDENTIAL NEW | 251 |
| RESIDENTIAL OTHER | 3,263 |
| RESIDENTIAL REMODEL | 275 |
| **Total** | **4,095** |

| | 5 Year Average |
|---|---|
| COMMERCIAL NEW | 23 |
| COMMERCIAL OTHER | 192 |
| COMMERCIAL REMODEL | 84 |
| RESIDENTIAL NEW | 696 |
| RESIDENTIAL OTHER | 3,191 |
| RESIDENTIAL REMODEL | 321 |
| **Total** | **4,508** |






**119** Building Fees Calculated: 109 Within 3 days

**294** Building Permits Issued

**975** Inspections Completed: 967 Within 24 Hours

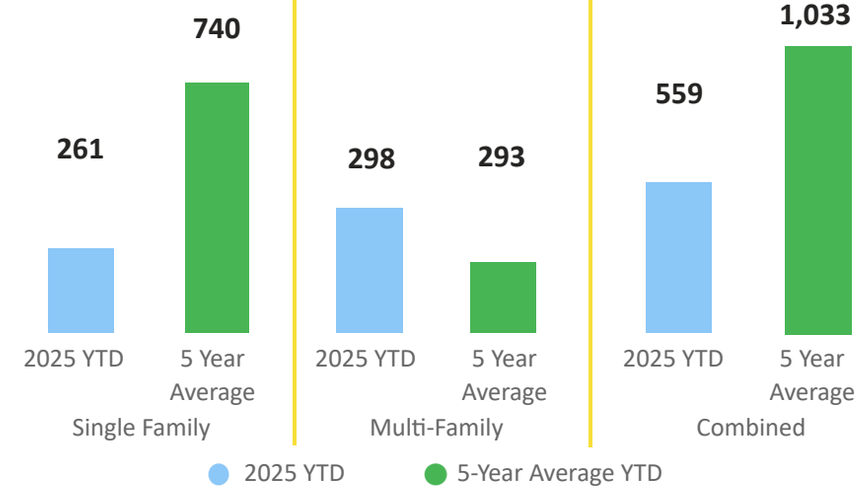
### Building Permits Issued

**16** Single Family Permits Issued this Month

**0** Multi-Family Units Issued this Month

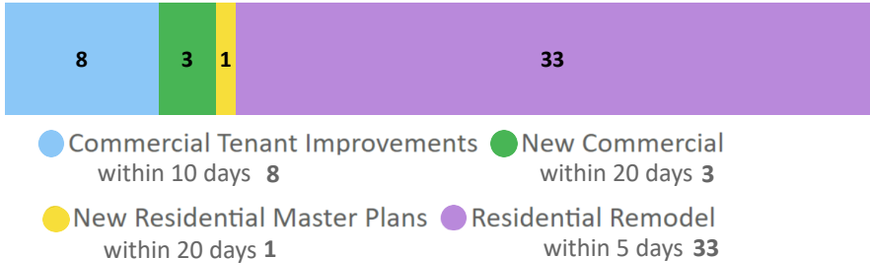
**183k** Square Feet of Commercial Space Permitted Year-To-Date

**108%** Commercial Space Permitted Compared to the 5 Year Year-To-Date Average




### Building Permits Reviewed

Monthly Building Permit Reviews by Type

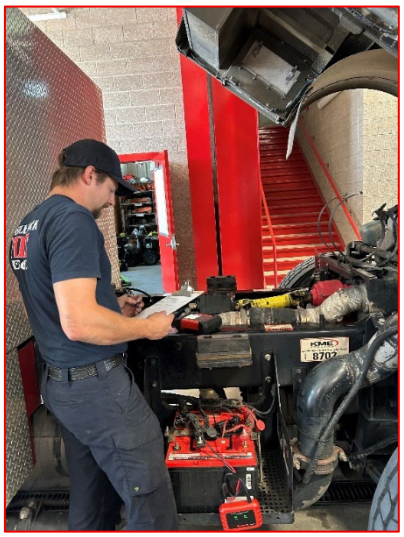


# Castle Rock Fire and Rescue Department

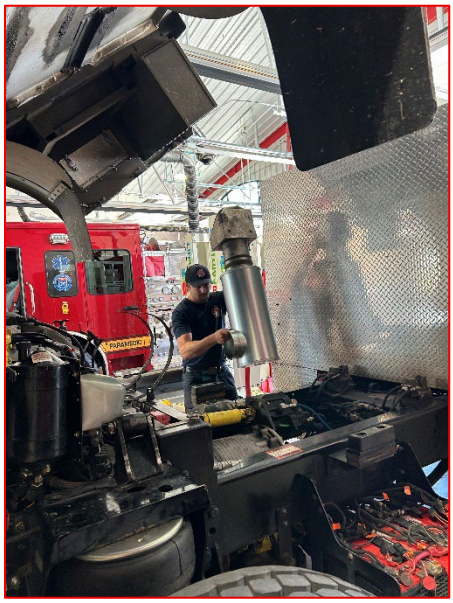
*An Internationally Accredited Fire Rescue Agency Since 2012*

## December 2025 Monthly Report

**Department News:** A few pics of Max Walter, Emergency Vehicle Technician, working on one of our Engines





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

## Operations Division:

**Deputy Chief Oren Bersagel-Briese**

**Deputy Chief Commentary:**

Congratulations to Mike Zukowski for his well-deserved retirement after serving the citizens of Castle Rock for more than 25 years. When Mike started, he and I were assigned to putting a second medic unit in service – but only during high-use parts of the week. Our schedule was Wednesday through Sunday from noon to midnight, and while it wasn't the easiest schedule, Mike focused on the fact that it was what the department needed.

Mike's professional legacy will be centered on his deep passion for helping others, his commitment to the brothers and sisters at the CRFD (including everything he did for Jeff Dunn), a bit of pragmatic quirkiness, his joy of being a dog handler for COTF-1, and some great chili. Congrats, Mike!

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NERIS: We were able to begin testing on the new NERIS incident reporting platform in the second half of the month, and are appreciative of the lieutenants who volunteered to pilot the new system. The department is mandated to move to that platform on January 1, and we anticipate that we'll see continuing system changes and reporting requirements over the next few months. Thank you for everyone's patience through this change!

EMS: BLS Attending training was completed for the department and the updated program will go live in January. Training was also provided for the Transition Academy, and we've been working with Training on the plan for 2026's EMS training. We continue to work through response considerations at Banyan and have seen more than a 30% reduction in our average monthly responses to their facility, while we continue to see increases in other areas of EMS response. Dr. McDaniel is now officially functioning as our medical director and we'll continue to make the transition to his leadership over the next few months. The EMS shift leads have already made an impact and have become a resource for communication for each shift. Lastly, we are addressing equipment issues as they arise, and appreciate everyone's willingness to bring these to our attention.

Special Operations: Leads continue to prepare for the upcoming regional Tech Rescue Academy and planning for next year's department-level trainings. We attended several regional meetings, including the South Area Spec Ops meeting and one focused on hazmat and active threat. Finally, Andrew Kopp is our new Trench Rescue Lead and is working with Seth Roan and Troy Robberson as he transitions into that role.

Pipes and Drums: The band concluded 2025 with a busy month, playing at the Highlands Ranch Law Enforcement Academy graduation ceremony, the LODD funeral service for Adams County Sheriff's Office Commander Karl Smalley, the 25-02 West Metro Fire Academy graduation ceremony, and Mike Zukowski's retirement ceremony.

Apparatus: Engine 156's completion has been scheduled for mid-January at Pierce and members of the Apparatus Team will travel to Wisconsin for the final inspection. Brush 156's repairs are also completed, and Ben Jennings will travel to South Dakota to conduct an inspection prior to bringing it to Castle Rock.

We are currently working on the following projects:

- Station 156 design
- SOG/Admin Directive updates
- Station 155 updates for M155
- New reserve engine in-service process
- Updating our bunker gear spec
- 2026 training plans for EMS/SpecOps

We also:

- Taught at the ALT school
- Completed a ride-along with C-Shift
- Held a Health and Fitness Team meeting
- Attended a Town IT Strategy Committee meeting
- Participated in Aurora's Division Chief interview process

**Customer Service:**

Measurable Outcomes - Rating of 4 or better on customer survey cards 100% of the time
**December 2025…100%**

Of the 16 customer survey cards we received in December, all had an had an overall rating of 5. Some of the comments we received were*: "I've never had a better experience with emergency personnel. Thank you!"* Another read; *"All were respectful, concerned & attentive to my needs. I couldn't have had better service."* Another read; *Great job Station 155. I was in a lot of pain (back) and they took special care to carry me in a special transport bag out to the gurney. A little difficult getting an IV stick. Took a couple of tries but my veins are a bit squirrely."*

**Operations Response Information**

| Report Key: | |
|---|---|
| BC = Battalion Chief | CH = Chief Officer |
| Q = Quint | SQ = Squad (rope and water rescue) |
| E = Engine | BR = Brush Truck |
| M = Medic | SMFR = South Metro Fire and Rescue |
| SAFE = Safety and Training Officer | FLSD = CRFD Fire and Life Safety Division |

**Call Statistics:**

For December, we responded to 669 calls for service. For the year, we have now responded to 7,403 calls, which is 335 more than at the same point in 2024. We averaged 21.5 calls per day for the month.

Of the 669 calls this month, 12 were fire-related, 34 were motor vehicle crashes, 88 were service in nature, 382 were EMS calls, 73 were good intent calls, 63 were alarms, and the remaining

were miscellaneous. In December, we transported 328 patients to area hospitals, with 261 transported to Castle Rock, 51 to Sky Ridge, and 16 to other facilities.

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

**Significant Incidents:**

In December, CRFD responded to nine cardiac arrests.

| Busiest Fire Station | Busiest Engine/Quint | Busiest Medic Unit |
|---|---|---|
| Sta151 with 438 responses | E154 with 244 calls | M154 with 180 calls |

A-Shift:

- December 23: BC151, CH151, E154, M151, M153 BR151, BR152, BR153, BR159, SAFE151, BUR153, BUR159 responded to a wildland urban interface fire.

B-Shift:

- December 2: BC151, M154, SAFE151 assisted West Douglas with a residential structure fire.
- December 9: BC151, CH152, Q155, E154, M155, SAFE151 responded to a locomotive train fire.
- December 22: BC151, Q151, BR153, M153 assisted Franktown with a residential structure fire.

C-Shift:

- December 31: BC151, CH158, Q151, M151, SQ155, SAFE151 responded to a medical issue on the trail around the top of the rock.



FF/PM Wendland earning her PM helmet front piece

Department members at the recruit academy graduation



## Administration Division:

**Fire Chief Norris Croom**

### Key Admin Issues:



After 25 years of service, FF/PM Mike Zukowski retired on December 29th. Earlier in the month, Mike received the 2025 First Responder of the Year from the Masonic Douglas Lodge 153.

During Mike's tenure, he served in a variety of positions, played bagpipes in the Pipes and Drums, was Chief Cook for the annual chili supper for a number of years, and most notably, as a search dog handler for Colorado Task Force 1. Congratulations Mike!

On December 19th, our seven recruits graduated from the joint West Metro Fire Academy with our own FF/EMT Chris Sison receiving the Top Recruit Award. They are now in the transition academy here, and should move to their line assignments in January. Congratulations to all and welcome!

We have developed a scope of work (SOW) with the Colorado State Forest Service for mitigation of about 20 acres of the forested portion of the Metzler Family Open Space along Crowfoot Valley Road. We are still working with the Douglas Land Conservancy (DLC) to obtain approval before we can put this out to bid.

We are working to schedule Council approval for the entire Station 156 project in February or March once financing has been secured, and then construction to begin soon thereafter. We have multiple submittals already in to Development Services, to include construction drawings, replat application, etc., and are working on the review comments. We have not encountered any significant challenges so far, and continue to work on coordination between all involved.

### Fire Chief Commentary:

Due to continued dry and windy weather conditions, Stage 1 Fire Restrictions were implemented in Town as well as by Douglas County. We participated in a number of meetings with Douglas OEM and Xcel as they implemented Public Safety Power Shutoffs (PSPS) throughout the front range due to high fire danger. While the Town was not included in these as we are served by CORE, we were prepared to assist elsewhere if needed.

While we have been fortunate in not having many grass/brush fires during this time, we did respond to a 1-acre grass fire in Crystal Valley on December 23rd. The fire was quickly contained due to aggressive work by our crews, and the cause was determined to be fireworks. We had several crime stopper tips, and our investigators are continuing to work on follow-up.

I participated in the HR Manager interviews at the request of the Town Manager's office. At the conclusion, we had a solid recommendation to move forward in the process, and that individual was given a conditional offer pending the background check process. If all goes well, they will hopefully start in January.

Bob Norton, with Norton Development Group, submitted his recommendations and plan for the next steps based on the interviews he conducted in November. I have reviewed his recommendations, and we will be moving forward with a number of them to start.

We have dates blocked in January and February for in person training with him, and we will evaluate how to proceed at the conclusion of these trainings.

A few pictures from Mike Zukowski's retirement










## Fire and Life Safety Division:

**Division Chief Kevin Sullivan**

### Fire and Life Safety Division Summary:

- Blasting operations continued in the Ridge Road–Plum Creek corridor with daily safety checks, vibration monitoring, and community communication support.
- The division completed 104 inspections, reviewed 79 plan submittals, and inspected 1,961,075 square feet.
- Division fee revenue totaled $14,651.59.
- Fire and investigation staff handled 16 responses and follow-ups and completed 12 unmanned aerial vehicle (UAV) flights.
- Life Safety Educators delivered 3 public education events (4 hours) with 84 in-person contacts and 15,104 digital contacts.

### Blasting Operations Update

Blasting commenced in the corridor between Ridge Road and Plum Creek. Work in December required daily pre-blast and post-blast safety checks, vibration monitoring and compliance confirmation, community communication support, and UAV flights for documentation.



*Photo: Blasting operations in the Ridge Road–Plum Creek corridor.*

### Division Priorities and Current Focus Areas

- Preparation for Q1 2026 changes to the Fire Code and updates to internal standard operating guidelines (SOGs).
- Evaluation of FireInspection360 as a potential software solution for bureau operations.

- Ongoing follow-up on system compliance, past-due inspections, and deficiency resolution.

**Operational Workload**

| Activity | December Total |
|---|---|
| Inspections (Total) | 104 |
| Construction Inspections | 58 |
| Business Inspections | 45 |
| Mobile Food Vendors | 0 |
| Special Events (Inspections) | 1 |
| Plan Reviews (Total) | 79 |
| Development Services Plan Reviews | 66 |
| System-Specific Fire Plan Reviews | 12 |
| Special Event Plan Reviews | 1 |
| Square Feet Inspected | 1,961,075 |
| Complaints | 2 |
| Citations | 0 |
| CORA Requests | 7 |
| Fire/Investigation Responses and Follow-ups | 16 |
| UAV Flights | 12 |
| Development Services Meetings | 23 |
| Stop Work Orders | 4 |
| Fire Watch Assignments | 4 |
| Permits Issued | 14 |
| Permits Closed | 19 |

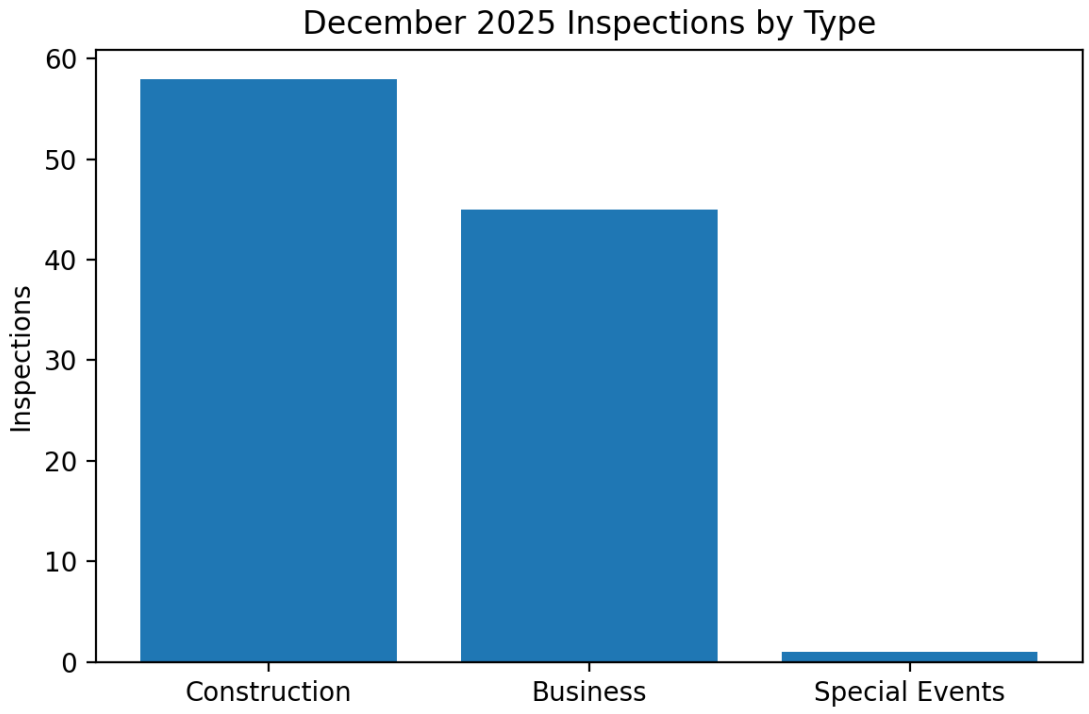



*Chart: December inspections by type.*

**Plan Review and Development Services**

Development Services plan reviews remained steady, with 66 plan reviews completed in December. The division also completed 12 system-specific fire plan reviews and reviewed one special event plan, for a total of 79 plan reviews.

Staff participated in 23 Development Services meetings to coordinate plan review timelines, resolve technical issues, and support project delivery.

**Compliance and Deficiency Tracking**

System status tracking shows a mix of current and past-due systems, along with overall compliance and deficiency rates. The charts below reflect the current snapshot and deficiency activity trends.

**Division Revenue**

Total fee revenue collected by the division in December was $14,651.59.

| Fee Category | Amount |
|---|---|
| Plan Reviews | $6,722.59 |
| Inspections and Re-inspections | $5,125.00 |

| | |
|---|---|
| Brycer | $2,570.00 |
| Mobile Food Vendors | $0.00 |
| Special Events | $234.00 |
| Total | $14,651.59 |

**Community Risk Reduction and Public Education**

Life Safety Educators completed three public education and community events totaling four hours. Staff made 84 in-person contacts, including 60 children and 24 adults, and recorded 15,104 digital contacts during the month.

December messaging emphasized holiday safety for residents and blocked exits and egress lighting for businesses.

**Public Education Highlights**

Educators attended an all-day training with Castle Rock Police Department focused on autism, the C.A.R.E. program, and community input on special needs populations.
Educators partnered with the police department to distribute Spanish fire safety materials to multiple schools.
Staff coordinated with the police department's victim advocate group regarding car seat resources for community members.
Safer Senior programming was delivered to Reyn Rock residents, focusing on emergency preparedness, medical emergencies, and home fire safety and prevention.
Educator professional development included a car seat continuing education training and Town communications training focused on web content quality.

**Car Seat Education**

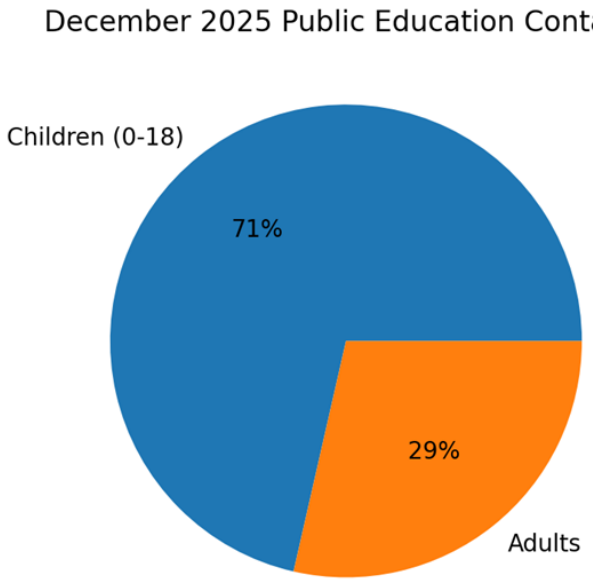
Crews and educators completed 15 car seat checks in December, all of which were rear-facing seats. Staff identified and corrected four installation errors.

**Digital Outreach Snapshot**

PulsePoint reporting (one month in arrears) shows 1,923 users following CRFD enabled CPR alerts, with 6,603 monthly active users.

Social media reporting (one month in arrears) shows the CRFD Facebook page reached 189,762 people in November, with 1,938 post engagements and 136 shares.

December Facebook page metrics included 7,716 followers, 1,641 likes and reactions, and 324,855 page views.






## Training Division:

**Division Chief Jeff Hood**

**Division Commentary and Happenings:** December closed out a productive year for the Training Division. The department logged 2,460 training hours in December, bringing the 2025 total to 35,332 training hours. While this number is slightly elevated due to the significant workload associated with onboarding and training 16 new-hires, it reflects our Department's overall commitment to training, development, and operational readiness.

**Department-Wide HazMat / $CO_2$ Training**: The Training Division delivered department-wide hazmat training in collaboration with 105 West Brewing Company, providing hands-on $CO_2$ response training at their facility. This partnership allowed crews to train in a real-world environment involving a hazard we may encounter but rarely get the opportunity to train on in person. Crews rotated through the brewery, learned about $CO_2$ systems, associated hazards, and operational considerations, and gained valuable experience responding to a unique but realistic risk.

**West Metro Academy Graduates and Transition Academy**: Seven entry-level recruits successfully graduated from the West Metro Fire Academy and began CRFD's Transition Academy in December. Training includes skills evaluations, engine and quint days, wildland operations, technical rescue, hazmat, EMS, SCBA familiarization, radio operations, and more. The Transition Academy will conclude on January 16, highlighted by a presentation from retired FDNY Captain Mike Dugan. Following graduation, recruits will attend a one-week car seat class and are anticipated to begin line assignments the week of January 26.

**Acting Lieutenant Academy**: The Training Division conducted the Acting Lieutenant Academy, delivering a well-rounded curriculum intentionally designed to satisfy both CRFD expectations and CMCB Fire Officer requirements. Instruction covered leadership styles, resilience, peer support, decision-making, difficult conversations, organizational conduct, administrative responsibilities, behavioral health, and report writing, as well as operational topics including strategy and tactics, fire systems, and use of departmental reporting platforms. As part of this effort, all of our future acting lieutenants earned their Fire Officer certifications.

**Safety Training Officers (STOs)**: STOs continue to provide and support hundreds of hours of training throughout the month. In addition to delivering operational training, STOs played a role in year-end administrative support, assisting members with expiring certifications and outstanding training requirements. One notable training initiative included the development of a low-visibility forcible entry prop at the training tower. Practicing tool use in low-visibility conditions is not something the department has traditionally emphasized at a large scale. This training provides valuable exposure to the increased injury risks associated with tool use in

reduced visibility and helps reinforce safer techniques.

**Other Division Happenings:**

- Planning continues for the April 2026 Acting Engineer Academy and the June Engineer promotional process.
- The division is exploring longer-term training initiatives, including potential mid-rise operations and acquired residential structures.
- Evaluation of major training tower upgrades for 2026 is ongoing.
- Coordination continues with the Water Treatment Plant to develop department-wide training.
- Preparation continues for a department-wide elevator rescue training.

Company- level Victim Rescue Training



Low Visibility Forceful Entry Training



Department-wide Hazmat Training



13

## Continuous Quality Improvement:

**Accreditation Manager Katt Walsh**

The CPSE (Center for Public Safety Excellence) Excellence Conference will be held at the Caribe Royale in Orlando, Florida from March 10-13, 2026.

The ImageTrend Connect26 conference will be taking place May 11-15, 2026 in Saint Paul, Minnesota at the Saint Paul River Centre.

**Looking Ahead:**

Data from 2025 will begin being collected in the first quarter of 2026 and will be reconciled and prepared for the Annual Standards of Cover and Annual Compliance Report. While these reports are required for accreditation renewal, they also offer valuable insight to help guide our department's future planning.

In 2025, CRFD experienced an estimated 4.75% increase in calls for service compared to 2024. Below are the projected month-to-month figures and total annual call volumes for apparatus throughout the department:

APPARATUS
2025

| | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | TOTAL | AVERAGE MONTHLY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| MED151 | 129 | 134 | 162 | 109 | 74 | 78 | 136 | 149 | 149 | 183 | 185 | 179 | **1667** | 139 |
| MED153 | 72 | 58 | 76 | 59 | 76 | 62 | 44 | 57 | 53 | 56 | 64 | 72 | **749** | 62 |
| MED154 | 156 | 136 | 169 | 164 | 177 | 148 | 120 | 144 | 116 | 142 | 171 | 180 | **1823** | 152 |
| MED155 | 0 | 0 | 1 | 0 | 0 | 26 | 64 | 82 | 91 | 93 | 97 | 104 | **558** | 47 |

| | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | TOTAL | AVERAGE MONTHLY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| E151 | 0 | 0 | 0 | 18 | 62 | 62 | 9 | 0 | 0 | 0 | 0 | 0 | **151** | 13 |
| E152 | 63 | 72 | 88 | 65 | 78 | 78 | 76 | 89 | 58 | 92 | 78 | 109 | **946** | 79 |
| E153 | 49 | 35 | 52 | 45 | 53 | 44 | 51 | 55 | 61 | 62 | 69 | 75 | **651** | 54 |
| E154 | 163 | 138 | 177 | 179 | 177 | 175 | 139 | 147 | 160 | 199 | 209 | 244 | **2107** | 176 |
| E155 | 0 | 4 | 7 | 75 | 3 | 9 | 18 | 0 | 0 | 0 | 0 | 4 | **120** | 10 |
| Q151 | 129 | 128 | 162 | 109 | 74 | 78 | 136 | 149 | 149 | 215 | 214 | 189 | **1732** | 144 |
| Q155 | 105 | 70 | 93 | 25 | 93 | 96 | 73 | 107 | 123 | 148 | 129 | 147 | **1209** | 101 |

| | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | TOTAL | AVERAGE MONTHLY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| B151 | 0 | 0 | 2 | 1 | 0 | 1 | 0 | 0 | 1 | 1 | 1 | 4 | **11** | 1 |
| B152 | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 1 | 0 | 0 | 1 | 2 | **7** | 1 |
| B153 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | **3** | 0 |
| B154 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 1 | **3** | 0 |
| B155 | 0 | 0 | 0 | 1 | 0 | 0 | 4 | 1 | 1 | 0 | 0 | 0 | **7** | 1 |
| B159 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | **2** | 0 |
| HM153 | 1 | 3 | 4 | 1 | 1 | 5 | 2 | 1 | 1 | 2 | 3 | 1 | **25** | 2 |
| COL155 | 1 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | **5** | 0 |
| SQ155 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 4 | 3 | 1 | 3 | 2 | **16** | 1 |

There has been some redistribution of medical calls in certain planning zones recently, primarily impacting the call volumes for Station 151 and Station 154.

While this snapshot provides a quick look at the numbers, it's only part of the picture.  Data helps us make informed, fact-based decisions, but your experiences and insights from the field are equally vital in helping us understand the full scope of operations.

Your firsthand perspectives help bring the data to life — providing valuable context that informs us how we move forward as a department and community.  I continue to invite everyone to share their perspective and personal insights.

Please feel free to stop by my office or email me at kwalsh@crgov.com.  If it's more convenient, I'm also happy to schedule a time to visit your station.

👉 Follow the link below to view the full December 2025 statistics: ImageTrend monthly data

# MONTHLY **REPORT**

## DECEMBER

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










# How Does it Work?

## Finance Department




## Accounting

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

## Payroll

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

## Revenue

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

## Budget

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

### Our Mission

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

### Our Vision

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



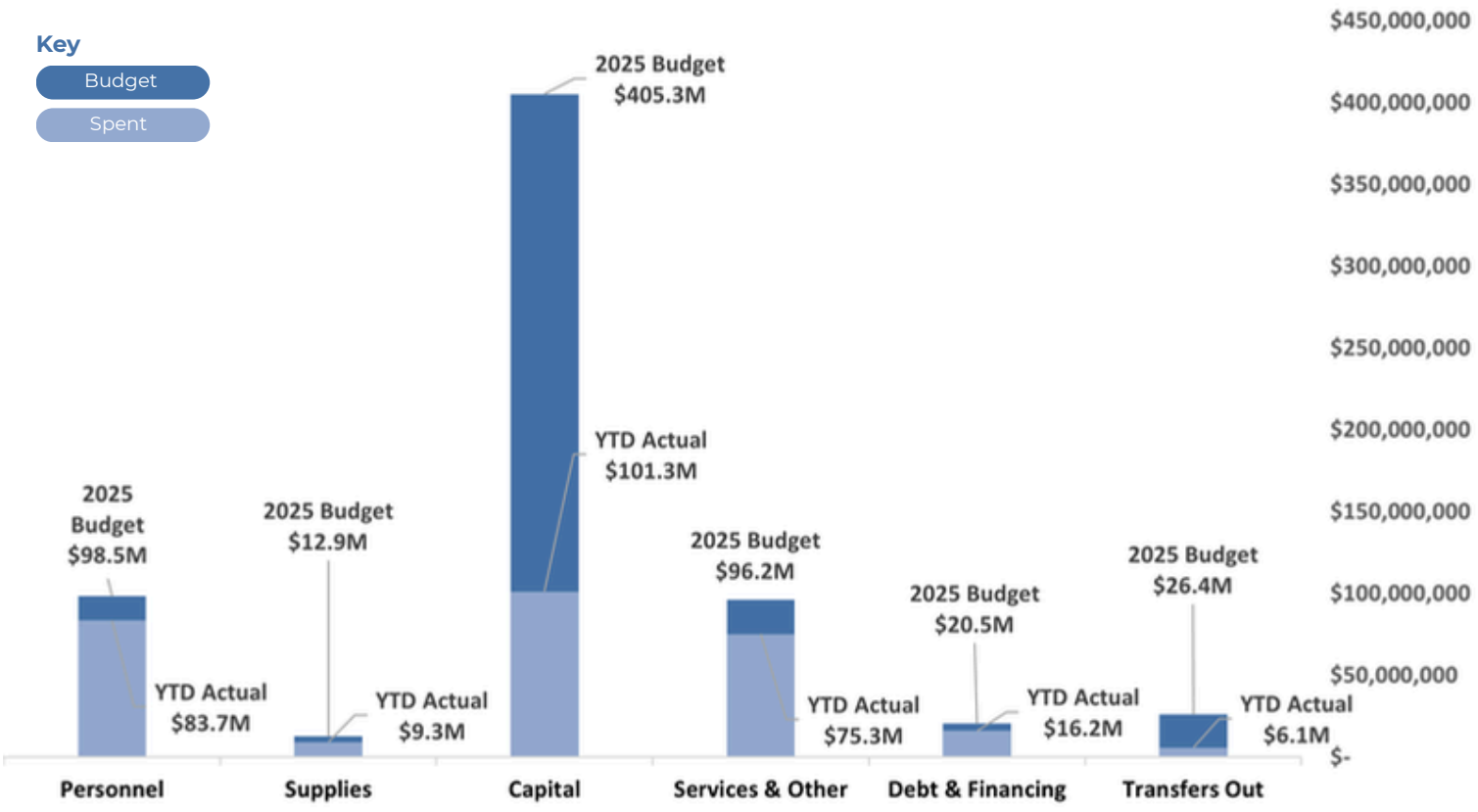
# Budget Updates

## Finance Department



## Preliminary Town Wide Expenditures by Category

Through October 2025




### Did You Know?

The Red Hawk Ridge Golf Course was voted Best Golf Course in 2025? 2025 Best of the Best is a promotional contest voted on by readers of Colorado Community Media publications. The business that accumulates the most votes in its category over the six-week voting period, from March 1 to April 15, is declared the winner in that category and receives the “Best of the Best” designation from Colorado Community Media.

Check here to see more: 2025 Best of the Best - Winners Guide



# New in Town
## Finance Department

**166**
Total businesses licensed in December

**23**
Businesses licensed in Castle Rock

**29**
Businesses licensed in Colorado but outside of Castle Rock

**114**
Businessess licensed out-of state

## New in Castle Rock!

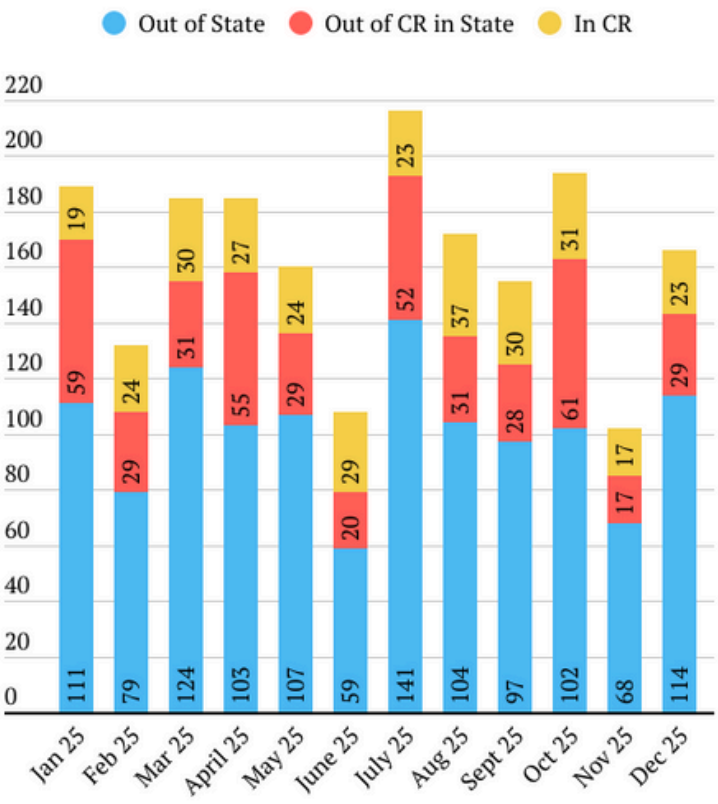


A historical property is coming back to life with the help of The Little School on Perry Street.

The Little School on Perry Street is a safe and welcoming childcare facility. With qualified teachers and the #1 ranked curriculum they hope to nurture and guide little learners.

**Location: 203 Perry Street**

## Business Licenses Issued Per Month by Area




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

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

# Businesses Licensed in Castle Rock December 2025

| | |
|---|---|
| All Point Consulting LLC | Security and Drone Consulting |
| Appleseed Creative Studio | CAD Drafting and 3D Visualization Services |
| A Step Ahead Bookkeeping Services LLC | Bookkeeping |
| Auto Luxe Car Studio | Vehicle Tinting and Wrap |
| Base Camp Cyclery Castle Rock | Bike Sales and Repair |
| Castle Rock Christmas Lights | Installing Christmas Lights and Permanent Outdoor Lighting |
| ClearStone Dental Office Cleaning LLC | Janitorial Services |
| Down For Greens LLC | Dietary Supplements |
| Equine Kneads LLC | Equine Massage & Bodywork |
| EverGlow Med Spa LLC | Med Spa Services |
| Flourish Functional Medicine and Integrative Oncology | Medicine & Integrative Oncology |
| High Point Sports LLC | Youth Sports |
| Little Mixes | Cottage Foods |
| Luxury Medical Group | Weightless Treatment / Peptide / Medical Care |
| Maltese Microfiber Company | Cleaning Products and related janitorial supplies |
| Mission Hills Church | Church Services |
| Preferred Styles LTD | Hair Salon |
| Resonate Films | Videography |
| Rosburg Ranches LLC | Air Bnb |
| Sunlit Strands Studio | Hair Salon Suite |
| The Little School On Perry St | Childcare Center |
| Unchained Coffee LLC | Coffee Beans and Grounds |
| Wag n Wash (New Owner) | Pet Food and Pet Supplies |



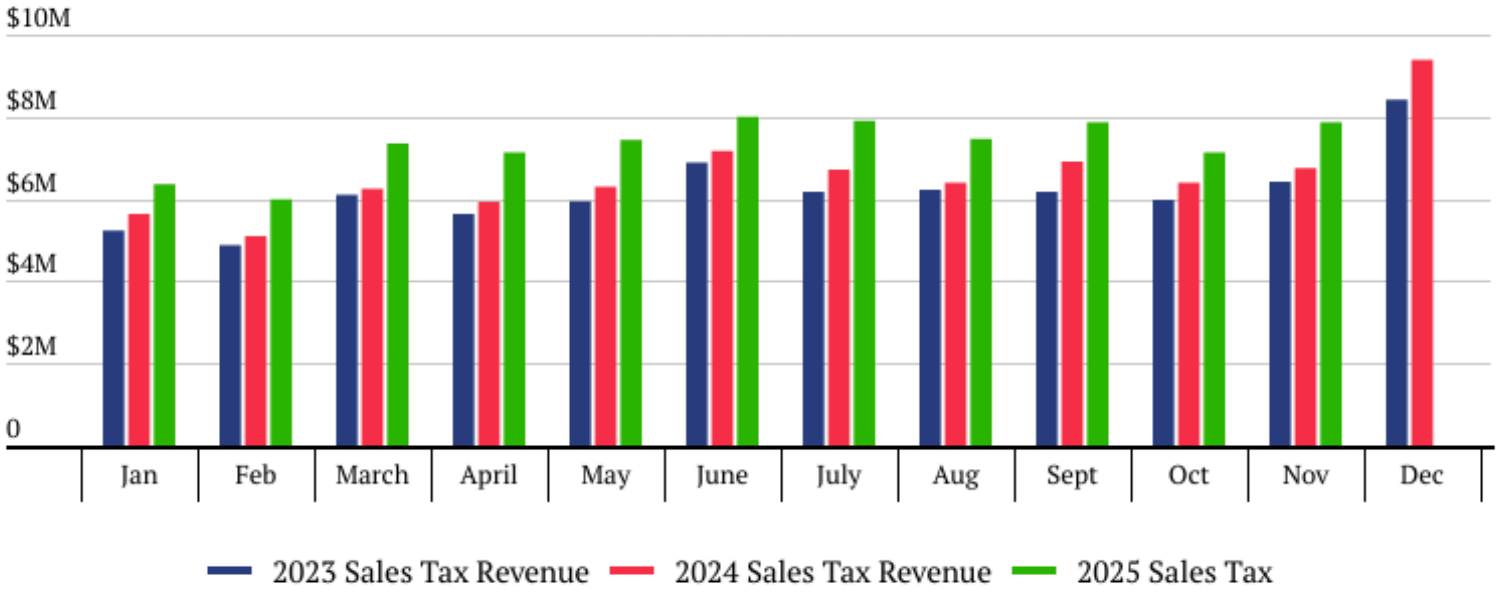
# Revenue Updates
## Finance Department

**$97,597**
Collected from delinquent accounts in December for the month of October.

**$917,838**
Year-to-date delinquent account collections.

**141**
Audits in process

**$334,329**
Audit revenue collected for the month of November.




| November | Gross Sales Tax Collections | Town Audit Revenue and Amounts Collected | Net Collections | YTD | Gross Sales Tax Collections | Town Audit Revenue and Amounts Collected on Behalf of Others | Net Collections |
|---|---|---|---|---|---|---|---|
| 2024 | $6,758,024 | $426,988 | $6,331,036 | 2024 YTD | $70,144,148 | $5,583,806 | $64,560,342 |
| 2025 | $7,862,323 | $719,235 | $7,143,088 | 2025 YTD | $81,130,837 | $6,061,221 | $75,069,616 |
| Dollar +/- | $1,104,299 | $292,248 | $812,051 | Dollar +/- | $10,986,689 | $477,415 | $10,509,274 |
| Percent Change | 16.3% | 68.4% | 12.8% | Percent Change | 15.7% | 8.5% | 16.3% |

Sales tax collections for November were up **16.3 percent, or up $1,104,299** compared to November 2024. Year-to-date (YTD) collections are up **$10,986,689 or 15.7 percent** compared to the same time frame in 2024. Staff will continue to monitor this very important revenue stream for the Town and inform as needed.




# How Can My Voice Be Heard?

Finance Department




## Finance Tentative Town Council Schedule.

This schedule is not finalized and is subject to change.

**JAN**

- No Current Agenda For Finance

## Questions or Concerns?

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

**2026** **January**

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

## Your Voice. Your Town. Your Future.

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






# Team Updates
## Finance Department

**2**
New Hires for Month of December

**2**
Interviews Conducted in the Month of December

**2**
Current Job Openings

**24**
Total Candidates Hired to Date

**December was merry and bright for our team**

Year-end is always a busy time for Finance, but that didn't stop us from taking a moment to enjoy some holiday fun! Our team stepped away from spreadsheets and calculations to share good food, laughter, and time together.

It was a welcomed chance to pause before diving into the work ahead in 2026. We're excited for all the opportunities and great things the new year will bring.

Happy New Year from the Finance Department!



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



**Trish Muller, CPA**
Finance Director

# Monthly report: December 2025

## ▶ SPOTLIGHT ◀





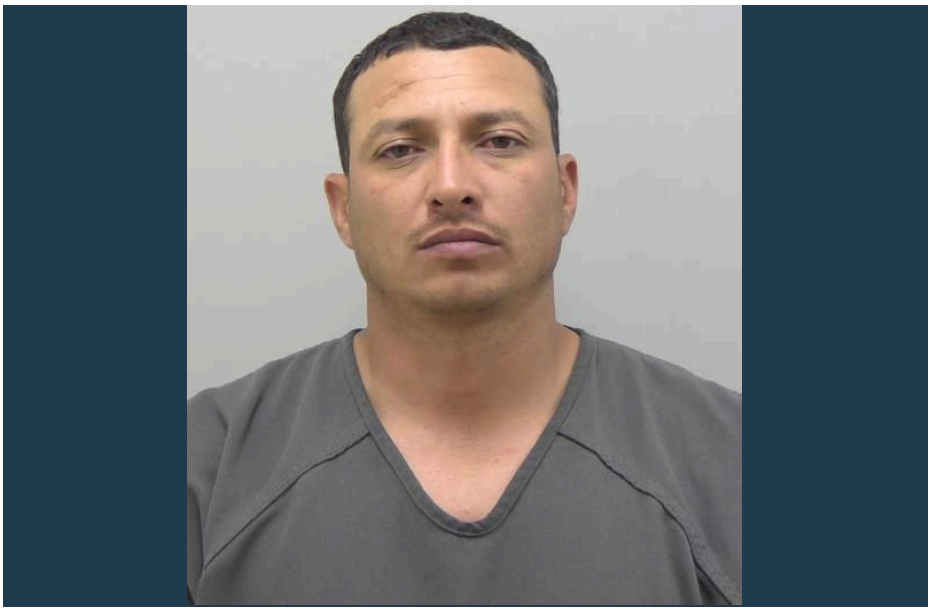

### A message from Chief of Police Jack Cauley

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

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

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

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



## Armed bank robber sentenced to 22 years

In Dec. 2025, Octavio Alan Rivas Morales was convicted and sentenced to 22 years in prison for an armed robbery at a Castle Rock bank. In Sept. 2024, Rivas Morales entered the bank armed with a handgun, fired a round into the floor to intimidate employees and customers and fled with approximately $2,000 in cash.

Castle Rock officers and detectives quickly responded to the scene, and it was determined no one had been injured. Good citizen statements, along with evidence collected, allowed officers to identify the suspect and his getaway vehicle within minutes of the crime occurring. CRPD then tracked the suspect to a location in Johnstown. Working in conjunction with the FBI's Rocky Mountain Safe Streets Task Force and the Johnstown Police Department, the subject was taken into custody without incident.

"The diligent work done by our department, combined with a community that has zero tolerance for crime, makes Castle Rock an environment where bad actors can't get a foothold," Chief of Police Jack Cauley said following Rivas Morales' arrest.

As part of a plea agreement, prosecutors sought a punishment of up to 22 years in prison. During sentencing, the judge stated Rivas Morales posed an extreme danger to the victims and community and imposed the maximum sentence.

### Castle Rock Police Department

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

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

**@CRpoliceCo | Police@CRgov.com | TipLine 720.733.3517**

# Leading with success

**107** sworn officers | **34** support staff

## Crime: Person*

| Crime | Nov. 2025 | 2025 Total YTD | 2024 Total YTD |
|---|---|---|---|
| Sex offenses | 1 | 18 | 19 |
| Aggravated assault | 2 | 16 | 14 |

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

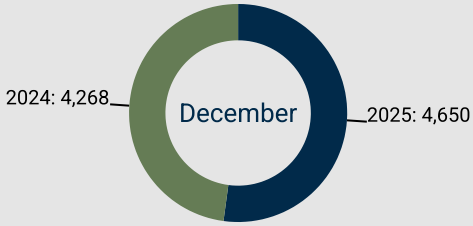
## Crime: Property*

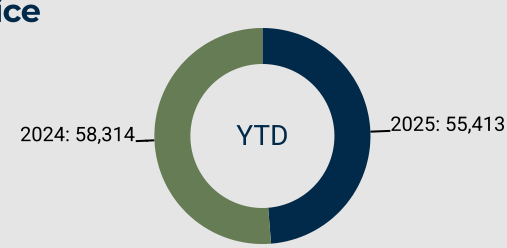
| Crime | Nov. 2025 | 2025 Total YTD | 2024 Total YTD |
|---|---|---|---|
| Burglary | 4 | 28 | 51 |
| Robbery | 0 | 1 | 4 |
| Motor vehicle theft | 6 | 36 | 41 |
| Theft from motor vehicle | 5 | 53 | 67 |

## Crime: Total offenses

| Crime | Nov. 2025 | 2025 Total YTD | 2024 Total YTD |
|---|---|---|---|
| Persons crimes | 28 | 255 | 266 |
| Property crimes | 105 | 973 | 1,299 |
| Society crimes | 21 | 156 | 227 |
| Total | 154 | 1,384 | 1,792 |

## Total calls for service



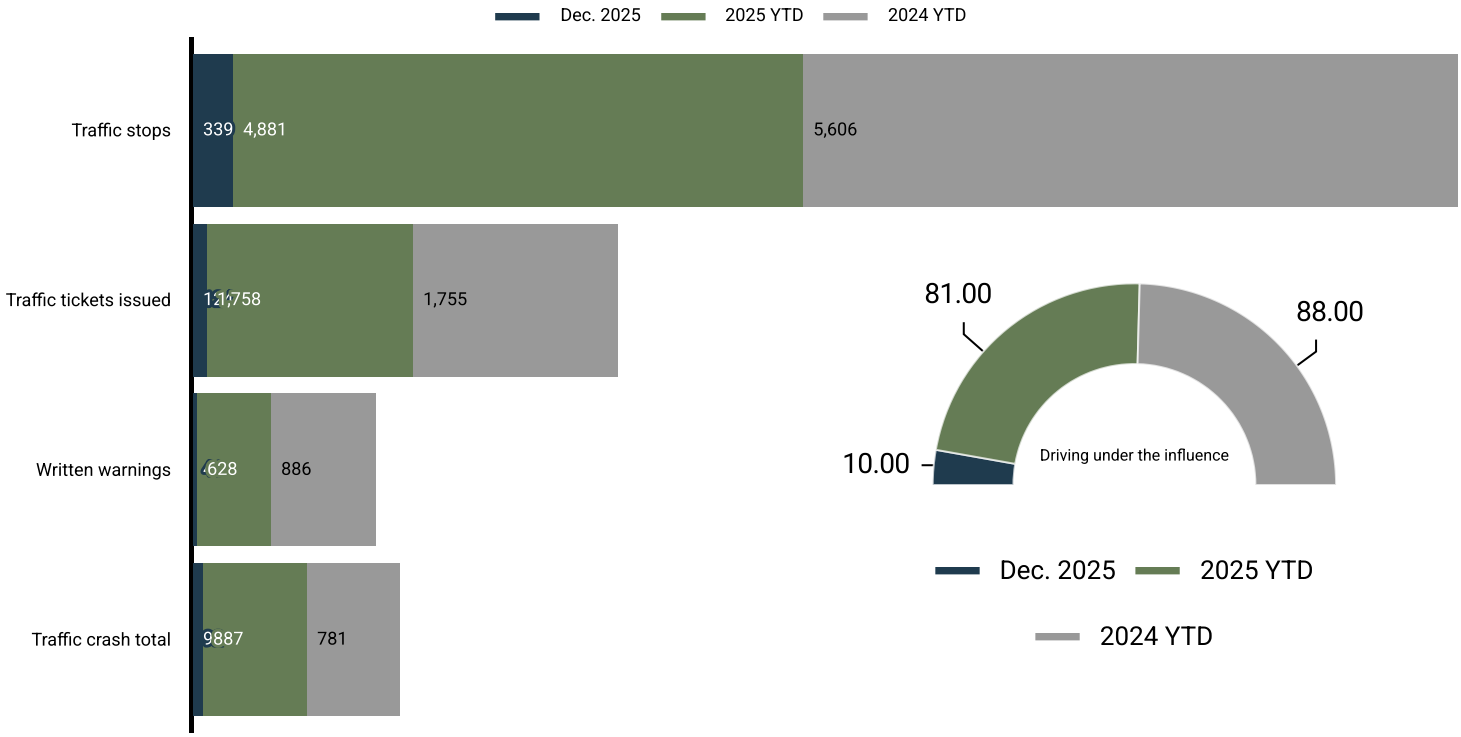

## Priority 1 calls

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

**94** Total Priority 1 calls for the month

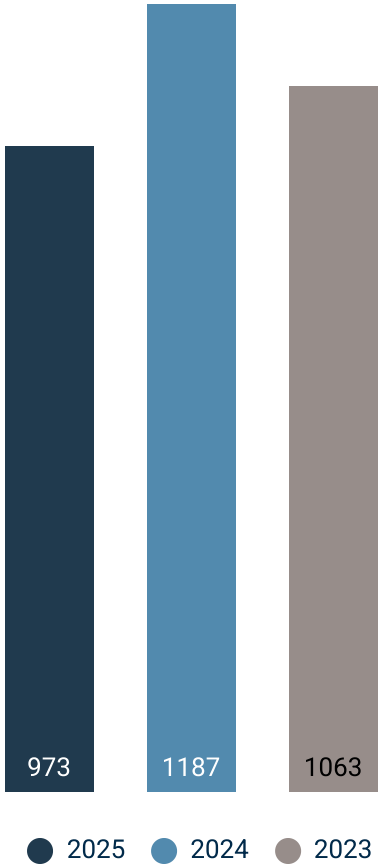
**6:93** Average time dispatch to arrival

## Traffic safety

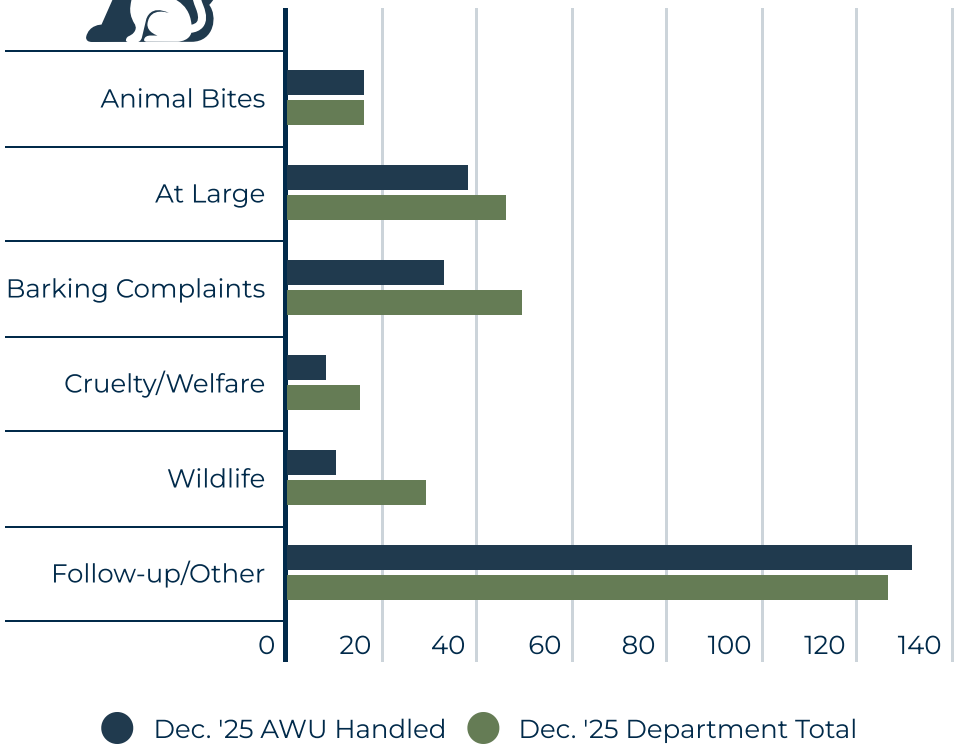


# Additional Performance Measures

## Community Response Team: Calls for service

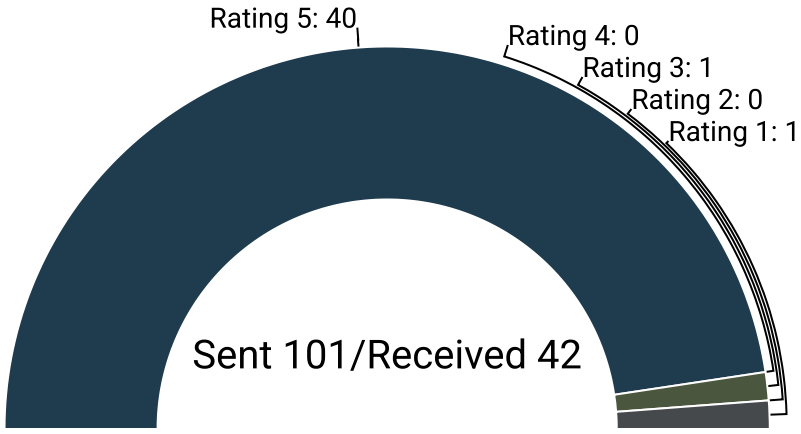



## Animal Welfare Unit: Calls for service



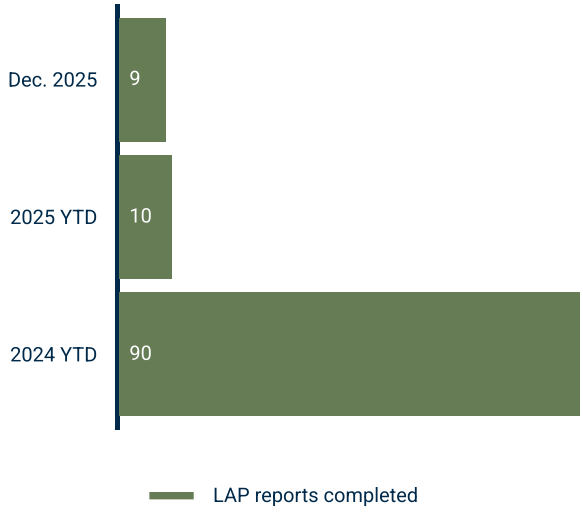

## Customer survey results

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




## Domestic violence lethality assessment

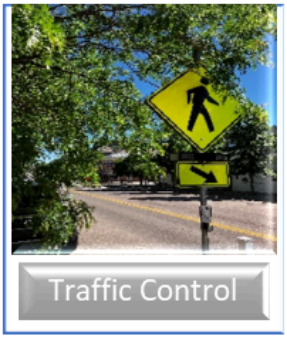
The Lethality Assessment Program (LAP) tool is designed to reduce risks, save lives and involves an assessment by policing personnel to determine risks in collaboration with community-based victim service providers. More information can be found at LethalityAssessmentProgram.org.

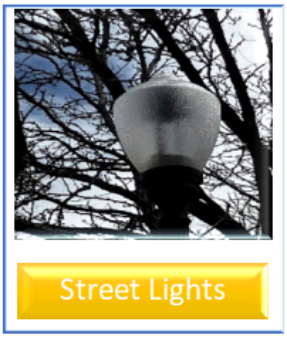


# Monthly Report

## December 2025

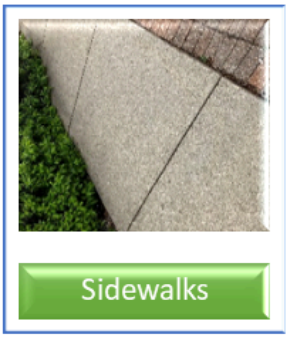


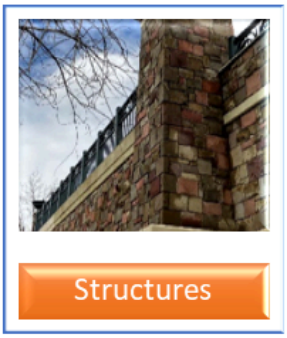





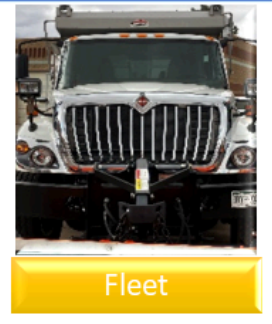










# Capital Improvement Program projects

### Crystal Valley interchange



Work completed on the retaining wall along the East Frontage Road (S. Wilcox). Construction of the south bound on ramp began including retaining wall 2, drilling and pouring of caissons. Removal of the west frontage road continued from Yucca Hills to CVI.

**Project Phase:** Construction

**Targeted Construction Completion:** Summer of 2027

---

### Fifth Street Widening

Construction continues as the project prepped and paved the south shoulder. Work on the pond continued, and with grading completed, the forebay and outlet structures were formed and poured. Installation of storm sewer pipe continued as well.



**Project Phase:** Construction of Phase 1 Improvements

**Completion:** Phase 1 - Late 2026

***Note:** Phase 2 design is expected to be initiated in 2027 with construction completion in late 2029. These dates may change dependent on annual budget approval

## Crowfoot Valley Road Widening




Construction continued in December with completion of the sidewalk from Knobcone to Sapphire Point. Embankment along this section was placed along with topsoil. Asphalt and concrete paving completed on the north bound lane which will allow the contractor to switch traffic to the outside and begin median work in January.

**Project Phase:** Construction
**Targeted Construction Completion:** Fall of 2026

## Relocation of Dawson Ridge Blvd and West Frontage Rd



The project has been completed and is open to the public in conjunction with the opening of the Crystal Valley Pkwy bridge over I-25 and the BNSF railroad

**Project Phase:** Construction
**Targeted Construction Completion:** Fall of 2025

## Wolfensberger Widening improvements project




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

**Project Phase**: ROW Acquisition
**Targeted Construction Completion**: Fall of 2031

# Pavements

Unseasonably warm temperatures allowed a few more asphalt patches to be completed. The team utilized 21.59 tons of hot mix asphalt over the course of 125 hours to complete two patches. Additionally, 146 hours of pothole repair was also undertaken during the month, utilizing 2,454 pounds of cold mix, repairing about 160 potholes.



The team completed the last 185 lane miles of the Fall Sweep Program for 2025. The team spent 276 hours finalizing this last sweep for the year picking up 109 cubic yards of material from Town roadways.

The warm weather allowed for the team to apply crack seal material to a large number of asphalt patches completed earlier in the year. This will prevent water infiltration and extend the life of the patch. Additionally, the team finished the last 7 transverse crack for the year utilizing 2,275 pounds of Mastic material.

Two snowstorms arrived during December depositing a total of 9.5 inches of snow. The crew spent 426 hours plowing and mitigating ice using 516 tons of ice slicer.



Asphalt patching and related repairs were finalized prior to the seasonal closure of the asphalt plants. The team completed 677 labor hours of work, utilizing nearly 68 tons of material. One of the most significant patches was completed on Cattle Cross Road, representing one of the largest efforts the team has undertaken to date. While working with a vendor to demonstrate the functionality of a laydown paver, the team completed a full-depth, full-width patch nearly 40 feet in length in a short period of time.

In addition to asphalt patching, the crew repaired 73 transverse cracks throughout Town roadways, using 27,300 pounds of mastic material, with 706 labor hours dedicated to this effort.

# Sidewalks

### Street Repairs and Safety Projects

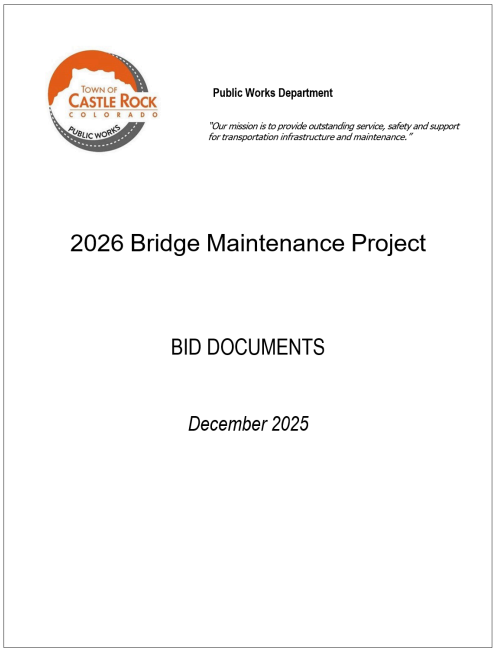
Staff successfully completed another Street Repairs Project this month. Additionally, they conducted the pre-bid on December 16 for the Curb, Gutter, and Sidewalk Project. Bid opening is scheduled for January 13.



# Structures

### Bridge Maintenance Program

Bid book was posted for competitive bidding. Pre-bid and bid opening are scheduled for January 2026..


Public Works Department

"Our mission is to provide outstanding service, safety and support for transportation infrastructure and maintenance."

2026 Bridge Maintenance Project

BID DOCUMENTS

*December 2025*

# Traffic signals

December travel time data was unreliable. Staff are working on improving data reliability. Progress continues for new traffic signal installations, and preventative maintenance. New Connected Vehicle devices were installed at nine intersections.

### Monthly asset highlights

- Total of Work Zone Traffic Control reviews completed: 37
- Travel Time Data is unreliable for December
- Traffic Signal Tasks completed: 70
- Event signal timing complete for December and New Year's events.




### Project highlights

- Construction paused in December at Prairie Hawk Dr. & Low Meadow Blvd signal due to equipment delivery delays. Starts again mid-January.
- Design continued for a new signal at Founders Pkwy / Crimson Sky Dr.

# Traffic Control (signs, markings, beacons)



December saw continued increases in Level of Service to the operations of beacons. The team completed 594 maintenance tasks, most of which were annual inspections. Team installed thermo markings as part of completing the N Meadows and Meadows Blvd Safety Project, and installed electric vehicle charging markings at the MAC.

**Monthly Asset Highlights**

- Markings: all tasks for 2025 complete
- Sign repairs: all repair tasks for 2025 complete
- Flashing Beacons Operational: 98%, four locations have a malfunction.

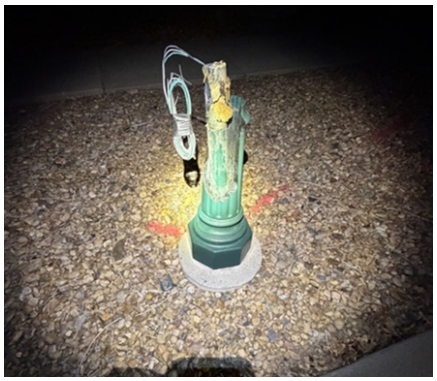
# Street Lights



December saw a decrease in level of service to the operations of street lights.

**Monthly Asset Highlights**

- Street light repairs: 17 tasks, 47 street lights are “out”
- 95% Streetlights Operational: -1%



Power supply and meter for Wilcox canopy and Christmas lights maintenance, and knocked down pole at 2nd and Lewis St.

# Fleet

**Shop Productivity and Availability**



In December, staff continued to perform both scheduled and unscheduled maintenance on Town vehicles and equipment. A total of 98 work orders, with scheduled preventative maintenance (PM) services continuing to account for the majority of the workload. As we continue to emphasize PM compliance, we are seeing the intended results in the form of fewer repairs and lower overall maintenance costs. Ongoing education with departments will remain a priority to reinforce the importance of preventative maintenance and its positive impact on vehicle lifecycle costs.

Fleet availability for the month of December was 97%. Productivity averaged 79%, slightly lower than previous months due to holiday vacations and reduced staff availability.

Overall, the division experienced a very productive 2025. Fleet Services completed 1,285 work orders supporting 441 vehicles. A total of 42 new assets were placed into service, including 22 Police vehicles and 3 Fire Department vehicles. An additional 5 Fire Department assets were received but have not yet been placed into service.



**Vehicle Acquisitions**

**Shop Support**

Yearend inventory was completed with Finance auditing some of the transactions. Staff worked hard to prepare for the counts and get the storerooms ready. 105k was issued from inventory in December and our parts and supply purchase were lower at $36k. Townwide we dispensed 15k gallons of fuel. The partnership with Douglas County Schools continues to go well, although there have been some disruptions in service in 2025 related to fuel pump repairs.

The 2026 budget calls for 45 replacement assets and the procurement process have already started. Purchase orders for Police and Fire vehicles are in progress and should be in place in January. New vehicle bidding and quotes for purchases will continue for the next several months. Surplus assets are being prepared for a spring time auction that is expected to generate some good revenue.

# Verge

The crews spent 287 hours trimming trees to prevent damage to snowplows and picking up trash along the roadways while the weather was nice to keep the Town neat and tidy.



2025 YEAR-END REPORT

# OFFICE OF TOWN CLERK

*Providing exceptional public service to our community and internal partners, with a commitment to integrity, honesty, and accountability, while conforming to the highest standards of conduct and ethics.*

## 2025



# Elections

www.CRgov.com/elections

*Guardians of Democracy*

*Designated Election Official & FCPA Filing Officer*

***November 3, 2026 Coordinated Election***

*There was no election held in 2025.*

*The next Town Council election will occur on November 3, 2026.*

*The Town of Castle Rock will coordinate the election with Douglas County Elections.*

*Citizens will elect Town Council members for the Mayor and Town Council Districts 3 and 5 along with any ballot issues that may come forward.*

# Records

www.CRgov.com/municipal code

*Historian, Archivist, Keeper of the Laws, Legal Notices*

Route and execute Town documents
Codify Town laws
Archive Town records into Alchemy
Publish and post legal notices
Process recordings and agreements for Legal

*Workload continues to rise with an increase in records and contracts generated by the Town.*

***Initiatives***
*Several initiatives were undertaken by the Clerk's Office to encourage responsible recordkeeping and to ensure legal requirements are being met to protect the Town and its citizens:*

- *The launch of the Records Management Champions Team meeting monthly to provide training and guidance to departments*
- *Collaboration with IT and Legal to implement e-mail retention policy and PII guidelines*
- *Annual electronics recycling event*
- *Continual training with departments on proper contract routing and records retention*
- *Training at New Employee Orientation on public records*

# CORA Requests

www.CRgov.com/openrecords

*Provide Transparency to the Public*

Coordinate with departments to fill public records requests under Colorado Open Records Act

*CORA requests fulfilled according to state requirements.*

# No Knock Program

www.CRgov.com/noknock

*Program Created in 2008*

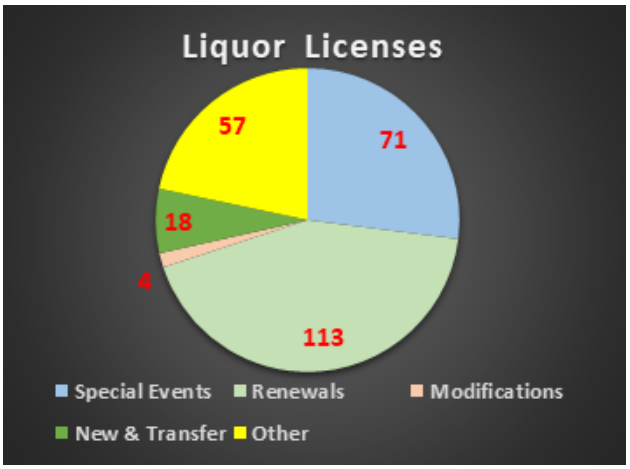
*11,315 Total registered homes*

*The popularity of this program steadily increases with the number of households registered on the No Knock list. Approximately **863 new households** registered in 2025 and **482 replacement stickers** were mailed.*

# Liquor Licensing Authority

## New Licenses

Izumi Sushi
Alidade Brew Pub, Distillery Pub and Vintners Restaurant
The Par Club
The Brinkherhoff
Home Grown Tap and Dough
Hampton Inn
Iron Mule - Changed to Brew Pub
Bucket List - Added Doug's Diner




## Closed Businesses / Surrendered License

Battle Mountain Brewing Co.
Hawaii Fluid Art Castle Rock
Genji

## Businesses that Changed Owners

Tribe transferred to Wide Awake Eatery
Vista Vino transferred to Castle View Cafe
Press Waffle transfered to Dae Gee
Bubbles Liquor World
Tiny Bubbles
The I.C. transfered to Upland Brewing Co.
El Meson to Chapala
China Cafe

## Liquor Revenues

| | |
|---|---|
| 2017 | $18,270 |
| 2020 | $29,778 |
| 2021 | $30,751 |
| 2022 | $33,441 |
| 2023 | $29,230 |
| 2024 | $22,752 |
| 2025 | $33,897 |

# Town Manager's Office Monthly Report December 2025

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

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

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

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

**Communications** - Facilitates community outreach and involvement for departments Townwide

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

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

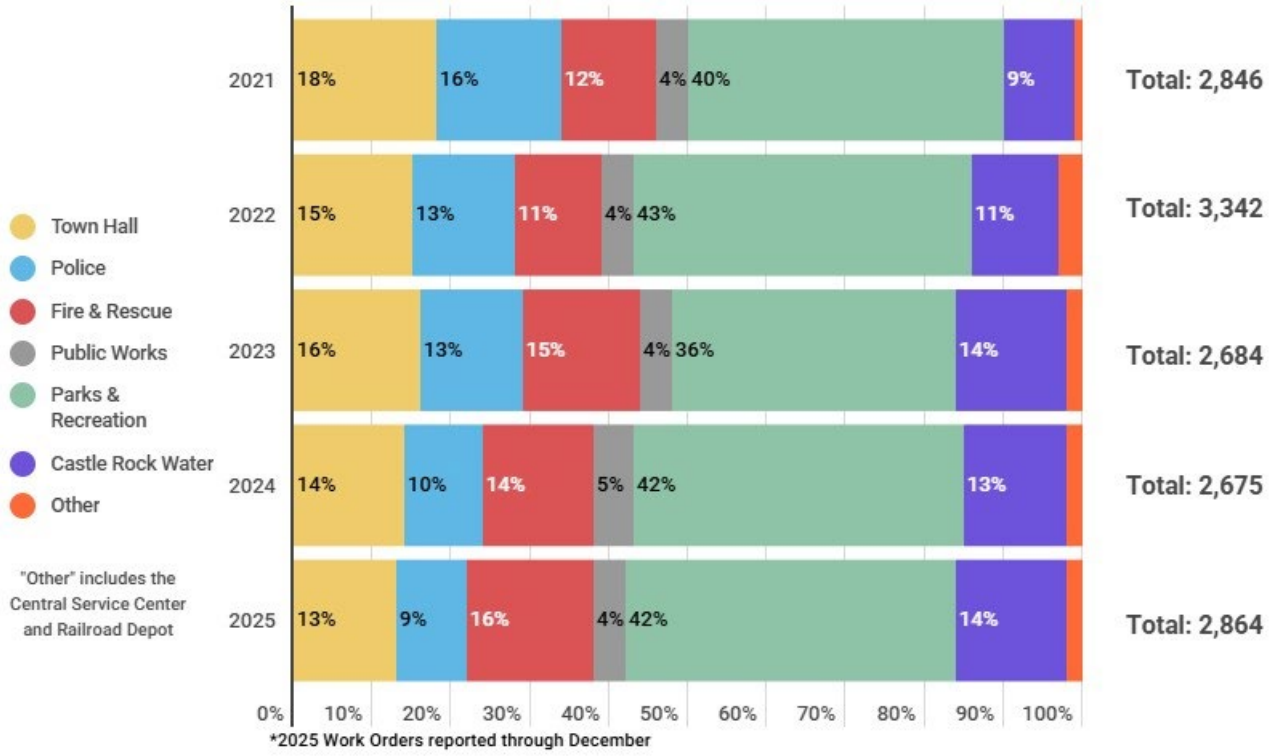
## Facilities Maintenance

### Key Accomplishments

- In December, the Facilities team completed **243** work orders including **99** preventive maintenance activities and **26** custodial inspections. There were **2** emergency work orders in December
- The Facilities Division closed a total of **2,864** work orders in 2025 – an increase of **7%** over 2024
- Of all work orders, **42%** were related to preventative maintenance activities including building and custodial inspections
- Replaced exterior door at Fire Station #154 and filter room doors at the Recreation Center
- Completed fan wall installation at the Recreation Center
- Completed bench refinishing in the MAC locker rooms
- Ongoing design coordination for future stair and parking enhancements at the Police Department building
- Supported ongoing planning and design efforts for the Fire Station #156 project

# Facilities Division

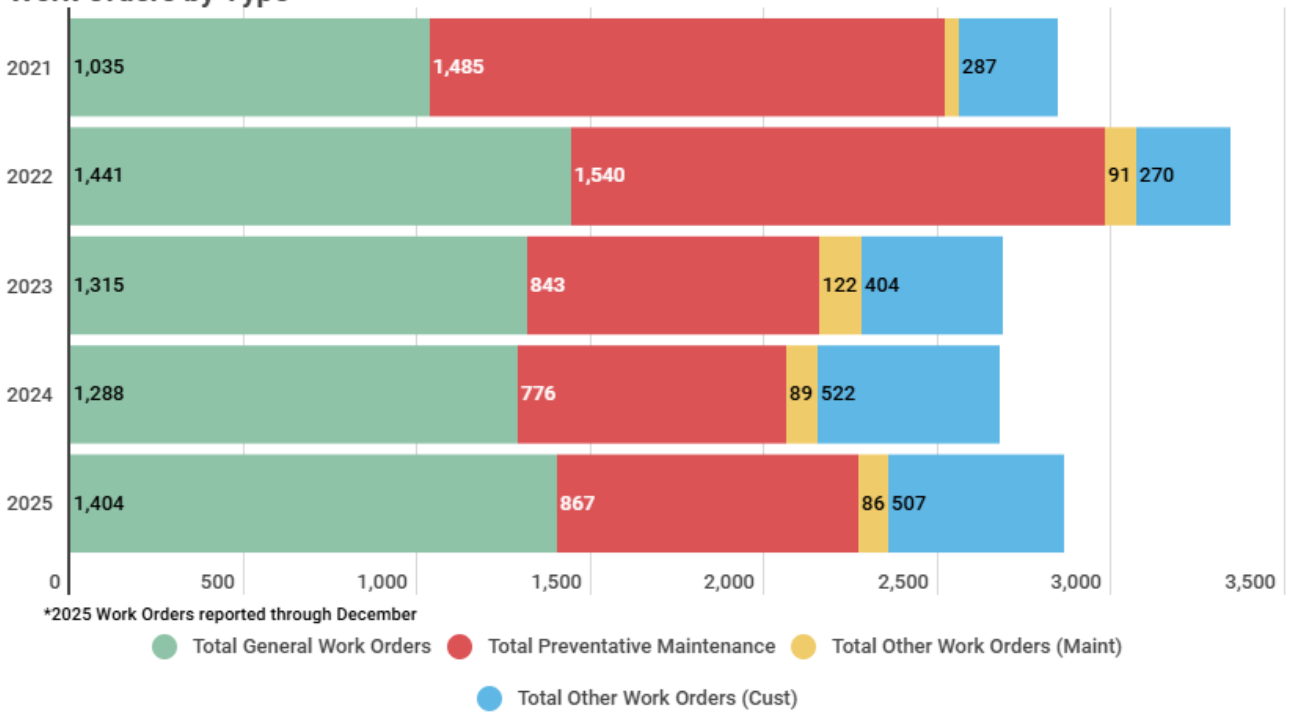
## Work Order % by Department




*2025 Work Orders reported through December

# Facilities Division

## Work Orders by Type




*2025 Work Orders reported through December

"Other" work orders include event setups, snow removal and custodial work orders/inspections

# Division of Innovation and Technology

## Key Accomplishments

- Completed mail migration to Exchange online
- Upgraded Milestone Video Management System
- Added school and large building information to police field maps
- Completed upgrade of Police computer-aided dispatch and records management test systems
- Upgraded the Town's vulnerability management system

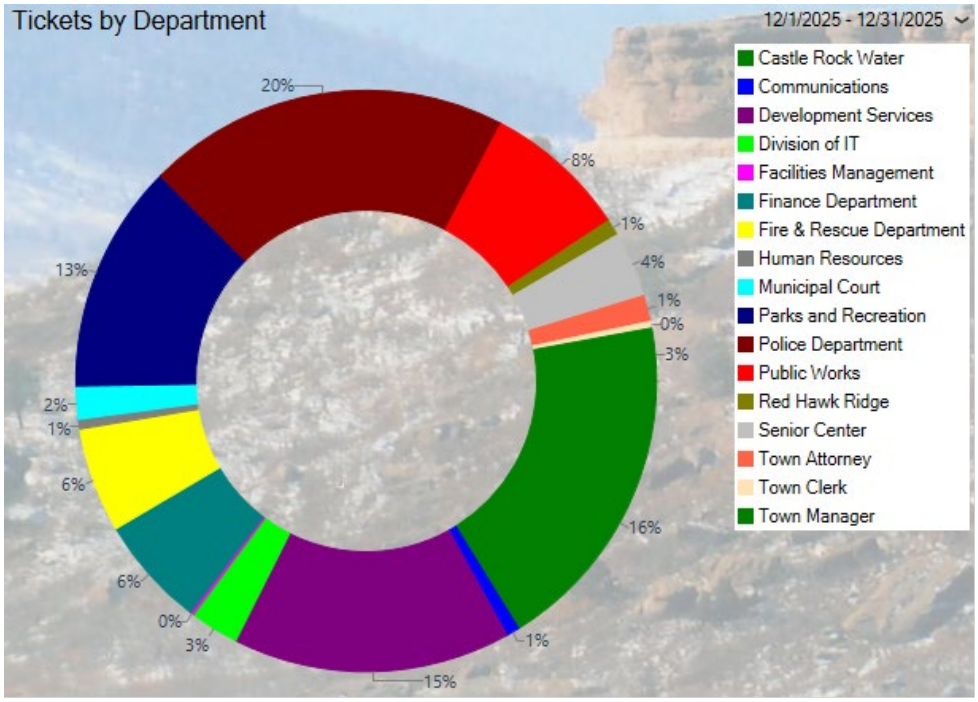
Addressed **528** total tickets, with an average time to resolve of **45** hours

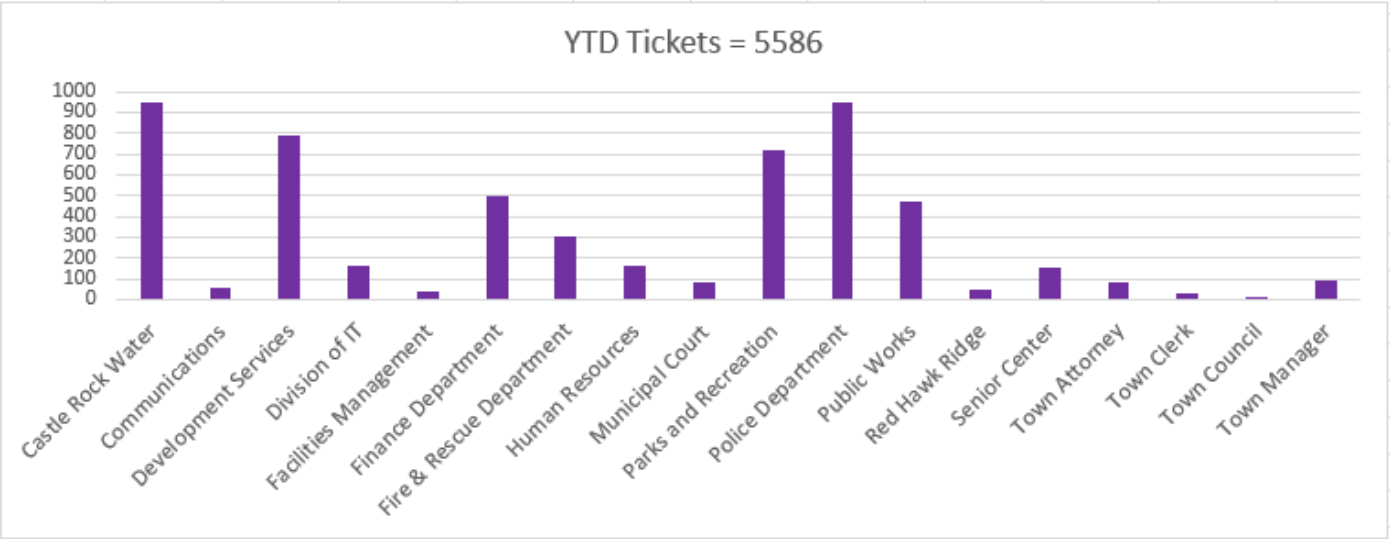
- There were **three** emergency tickets this month, 100% of which were resolved within 24 hours (100% is the goal)
- There were **28** urgent priority tickets this month, 96% of which were resolved within two calendar days (85% is the goal)
- There were **433** medium priority tickets this month, 98% of which were resolved within 10 calendar days (90% is the goal)

## Geographic Information Systems (GIS)

- Addressed **23** total tickets, with an average time to resolve of **76** hours
- There were no annexations in; the goal is to have 90% of annexations reflected within one week or receipt
- There was **one** zoning change in December (100%), which was reflected within the GIS database map within two weeks of receipt; the goal is to have 90% of zoning changes reflected within that timeframe
- There were **two** parcel updates in December (100%), which were reflected within the GIS database map within four weeks of receipt; the goal is to have 90% of parcel changes reflected within that timeframe

## Metrics



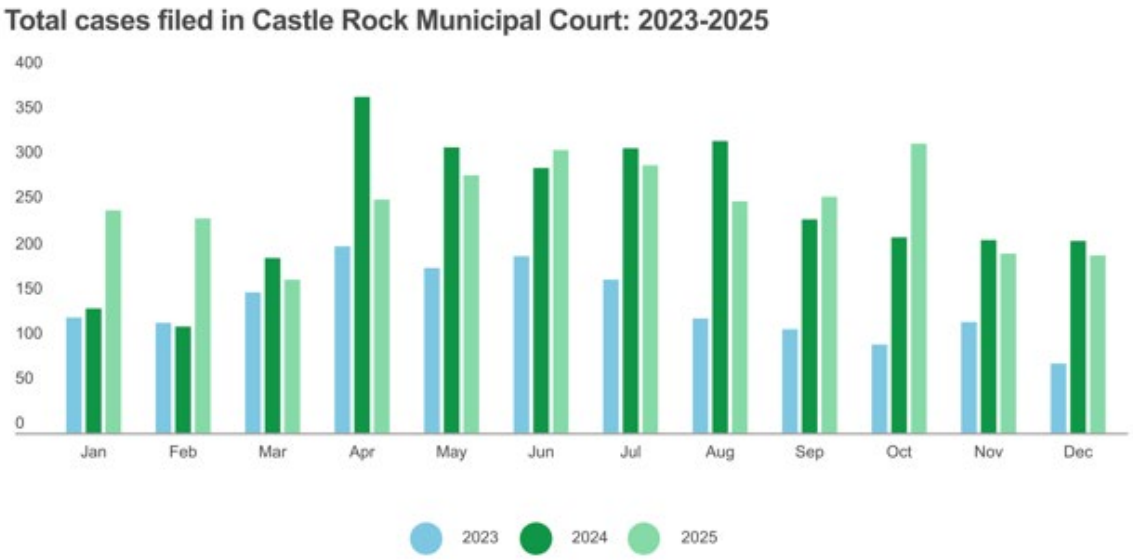



# Municipal Court

## Key Accomplishments

- There were no eligible Teen Court cases in December
- Teen Court held a total of **16** cases for the 2025 year
- In 2025, the Municipal Court filed a total of **3,047** cases. This represents an increase of approximately 100 cases over 2024 and 1,300 cases over 2023. Approximately 90% of all cases filed were traffic and parking matters, with the remaining 10% consisting of animal violations, criminal cases, and code enforcement matters. Notably, criminal filings decreased by approximately 100 cases compared to the prior year
- During 2025, the Court disposed of **3,886** cases. Maintaining dispositions at or above the number of new filings is a key performance indicator for the Court. This level of case clearance demonstrates that the Court is effectively managing its workload and does not have a concerning case backlog
- In April 2025, the Town welcomed Judge Thrower as the Court's new Presiding Judge. Judge Thrower brings extensive experience and expertise to the Municipal Court. His leadership strengthens the Court's operations and judicial capacity, and we are pleased to have him serving the Town of Castle Rock

## Metrics



| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2023 | 128 | 122 | 156 | 207 | 183 | 196 | 170 | 127 | 115 | 98 | 123 | 77 | 1702 |
| 2024 | 138 | 118 | 194 | 373 | 317 | 294 | 316 | 324 | 237 | 217 | 214 | 213 | 2955 |
| 2025 | 247 | 238 | 170 | 259 | 286 | 314 | 297 | 257 | 262 | 321 | 199 | 197 | 3047 |

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




## Communications

### Key Accomplishments

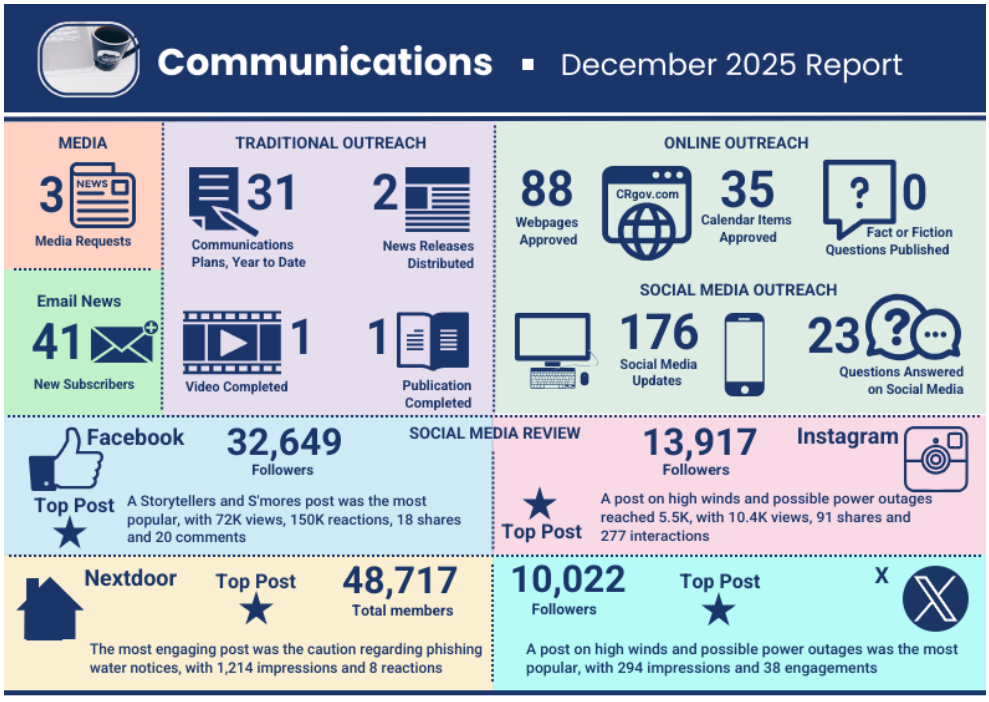
- In December, the Communications Division held website training for the internal Web Team.
- Staff also completed **one** publication: Your Town Talk newsletter

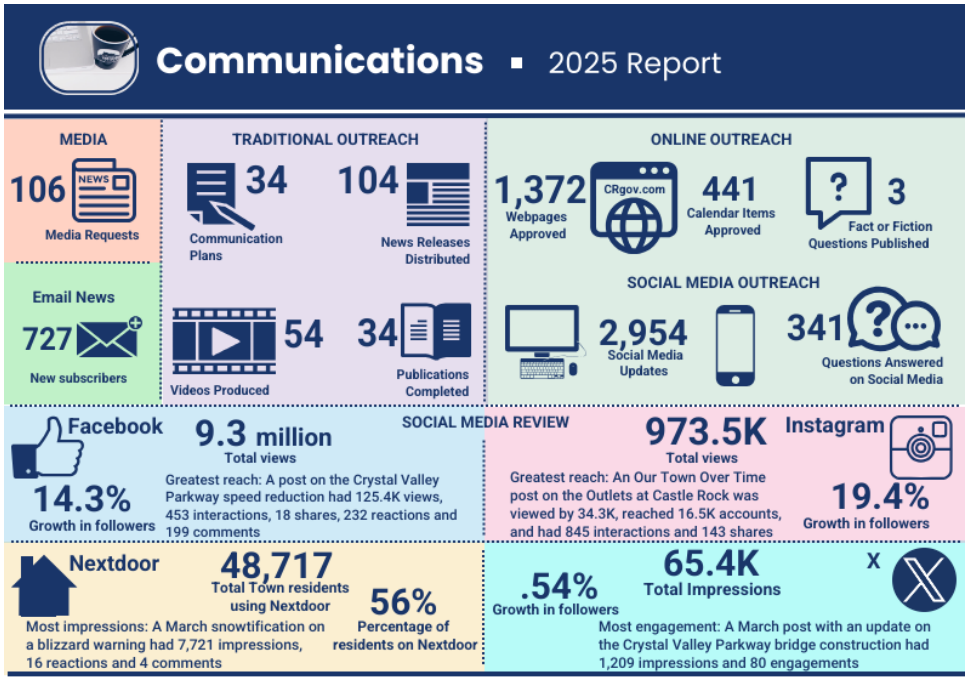
During December staff issued news releases about:

- Dry weather, forecasted wind causes Town to implement fire restrictions
- Dec. 16 Council update

*The hyperlinked item was available as of Jan. 9*

### Metrics






# Human Resources

## Key Accomplishments

- HR attended **14** interview panels, totaling **39** interviews:
    - Combination Building Inspector: 3
    - Senior Maintenance Technician: 3
    - Combination Building Inspector II with Electrical: 2
    - HR Manager: 5
    - Distribution Operator: 5
    - I&C Engineer Review : 3
    - Development Tech Planning Position: 4
    - Water Operator: 3
    - Signs and Markings Technician: 4
    - Water Resources Project Manager: 1
    - OT Systems Administrator: 2
    - Senior Development Engineer: 1
    - Plant Maintenance Supervisor: 2
    - Project Manager, CI: 1
- **Employee Orientation**: **8** new full-time employees and **19** part-time or seasonal employees came on board in December
- **Separations**: HR separated **5** full-time employees and **31** part-time or seasonal employees in December
- **Performance Evaluations:** In December, HR reviewed **94** performance evaluations prior to their filing to ensure comments were consistent with ratings and that the Town's performance management standards were being met
- **Employee Recognition**: There were **four** recognitions in December, receiving the Applause award
- **Training and Recruitment**: HR didn't attend any career fairs in December

# Youth Commission

## Key Accomplishments

- The Youth Commission adopted **three** Castle Rock children for Christmas, a 2-month-old, a 6-year-old and an 8-year-old, buying Christmas gifts and dropping them off to the Courts to be delivered and spread some holiday cheer! Commissioners also donated six gift cards to Teen Advisory Group's Christmas Service Project, which benefits Douglas County families through Catholic Charities and Developmental Pathways
- Some of the Youth Commissioners attended the State of the County event in Lone Tree, serving as honorable ushers for the event
- The Youth Commission continues to sponsor a tree in Festival Park and frequently decorates it for the season that includes hand-made ornaments from the Youth Commission members
- At the December meeting, the Outstanding Youth Leadership and Service award was introduced, and its first recipient of the award was recognized



# CASTLE ROCK WATER

## DEC 2025 MONTHLY REPORT

**192** MG
WATER DEMAND TOTAL

**0 %**
RENEWABLE WATER SUPPLIES

**6.2**
WATER SUPPLY INDEX

| | |
|---|---|
| SYSTEM INTEGRITY | 0 leaks |
| WATER QUALITY SAMPLING | 0 issues |
| CUSTOMER ACCOUNTS | 28,275 |



Additional features available online

View report online

Made with infogram 61

# WHAT WE ARE UP TO

## Ray Waterman Facility LAS Conversion

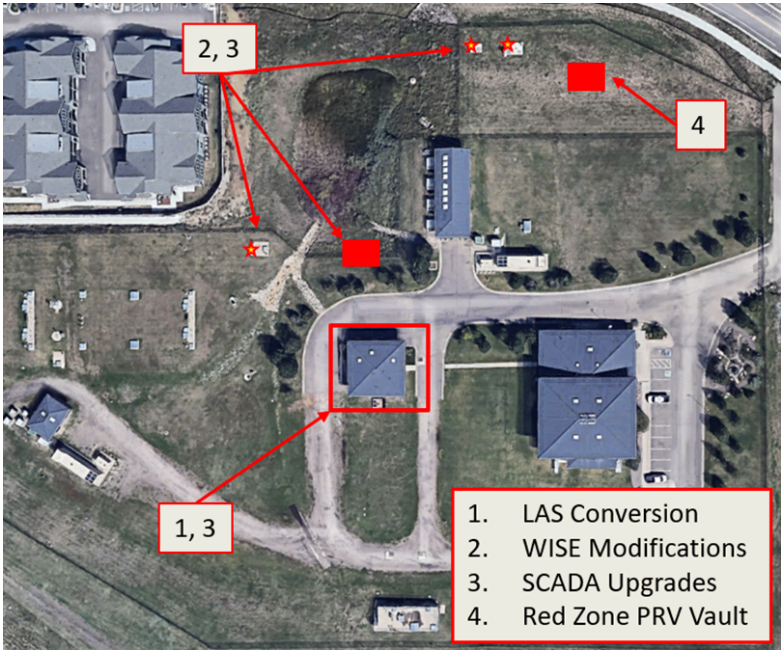
The LAS Conversion Project at the Ray Waterman Regional Water Treatment Center (RWRWTC) is currently under way. This project includes four major components of work that will improve the facility safety, operational flexibility, redundancy, and standardization.

**Scope 1 – Liquid Ammonium Sulfate (LAS) Conversion:** Convert the existing gaseous anhydrous ammonia storage and feed system to liquid ammonium sulfate (LAS) to improve safety for operations staff and surrounding neighborhoods; see detailed comparison of LAS versus aqueous ammonia below.

**Scope 2 – WISE Modifications:** Install new chlorine sample analyzer panels in the yard and construct a new chemical injection vault to relocate ammonia injection downstream of the clearwell, improving sampling response time, simplifying filter backwash procedures, allowing direct acceptance of WISE water into the clearwell, increasing overall plant production, and enabling WISE water acceptance when the RWRWTC is offline.

**Scope 3 – SCADA Upgrades:** Upgrade SCADA components in the chemical building, red/green meter vault, and existing WISE vaults to align with master planning standards, implementing elements originally planned under SCADA Phase V to reduce future rework and additional costs.

**Scope 4 – Red Zone PRV Vault:** Install a new pressure-reducing valve (PRV) vault connecting the red zone to the clearwell to provide a redundant and emergency water supply path, allowing red zone water to flow into the clearwell for distribution to the green zone via the high-service pumps.




The project is being phased to keep the plant operational as continuously as possible until construction is complete. Currently,

bypass piping is being installed to allow for installation of the chemical injection vault. Construction is anticipated to be complete by May 2026. The overall construction cost is approximately $3.8 million. This table compares the safety profiles of LAS and aqueous ammonia, demonstrating that LAS is the safer option, which was a key factor supporting the need for this project.

| Category | Liquid Ammonia Sulfate | Aqueous Ammonia |
|---|---|---|
| Primary role | Surfactant (cleaning, emulsification, wetting) | pH control, nitrogen source, chemical conditioning |
| Acute human health risk | Low–moderate | Moderate–high |
| Skin contact | Mild to moderate irritation with prolonged exposure | Corrosive at higher concentrations; can cause burns |
| Eye contact | Irritation possible; typically reversible | Severe irritation or permanent damage possible |
| Inhalation risk | Minimal (low volatility) | Significant – vapors can irritate or damage respiratory tract |
| Volatility / vapor hazard | Very low | High (especially at elevated pH and temperature) |
| Worker exposure concern | Splash/contact during handling | Fumes, leaks, confined-space exposure |
| PPE typically required | Gloves, eye protection | Gloves, goggles, face shield; respirator in some cases |
| Aquatic toxicity | Toxic to aquatic organisms at elevated concentrations | Toxic to fish and invertebrates (unionized $NH_3$ highly toxic) |
| Regulatory discharge concern | Effluent surfactant limits; foaming | Ammonia-N permit limits; acute toxicity criteria |
| Environmental persistence | Readily biodegradable | Converts to nitrate/nitrite; contributes to nutrient loading |
| Risk of chemical reactions | Generally stable; low reactivity | Reacts with chlorine to form chloramines |
| Odor complaints | Rare | Common; strong public nuisance potential |
| Emergency response risk | Low | High (spills/releases treated as hazardous events) |
| Storage hazards | Low | Moderate–high (pressurization, fumes, corrosion) |

# STAFF RECOGNITION

## CERTIFICATIONS



**Peter Gaudioso**
Distribution 2



**Colin Champine**
Collections 2



**David Madsen**
Treatment B



**Joshua Vaughn**
Treatment C

158+ certifications in 2025

**2025 Staff Holiday Party**
Wear your 'ugly' sweater



## WATER STAR AWARD

**Matt Attiyeh,** Asset Program Manager



Matt works largely behind the scenes, but his job impacts all of us one way or another—with little recognition about the importance of what he does. Matt's work is constantly evolving and yet anytime we reach out with a request or a question, he respond immediately—often in person. He has helped me numerous times since he joined CRW, always with a smile. In fact, I overhead him just the other day in a nearby office, answering questions and discussing options on how he can make things easier and more efficient to suit the other employee's needs. His customer service is outstanding and so much appreciated by me and my work group.

# STAFF RECOGNITION

## High Five

**Nathan Hannick** We had an urgent last-minute request from the CRR1&2 Design Team to locate all of the utilities around the Plum Creek Diversion Pump Station in advance of a meeting with the design team and contractors to determine the best route to connect the new reservoir electrical and communications lines. I contacted Nathan on a Thursday about the request and he had everything located and well-marked by Monday before the Tuesday morning meeting. The locates were very helpful in determining an alignment for the pump station connections. Nathan followed up with me when the locates were completed and also checked in after our onsite meeting. I know Nathan had to rearrange other priorities to make this happen so quickly. This demonstrates Nathan's commitment to Town values in working as a team towards common goals and providing exceptional service to internal customers. Thanks Nathan!

**Katilin MacPherson** During the Thanksgiving holiday, Kaitlin worked with the Finance team to ensure timely end-of-month ACH processing. She showed initiative by coordinating schedules across departments and successfully executing file processing, even though it required processing on a town holiday.

**Jill Skelton** Jill conducted research across multiple online platforms and compiled a comprehensive packet of examples to enhance our website. Her recommendations focused on improving site flow, ensuring easier navigation, and updating content for relevance and clarity. These ideas were first shared with her Senior CSR and subsequently presented to the Customer Relations Program Manager. In addition, Jill provided valuable feedback on verbiage updates for the Castle Rock Water – How Do I segment of the website.

**Lauren Moore** I would like to recognize that Lauren took care of ALL the batteries and taped every single one to donate and cleanup, so we only have one bucket instead of 3.

**Jack Berry**
**Dwight Keller** I would like to thank them for getting the ladder and getting up to the platform and putting the Christmas tree and boxes up.

### Rate Our Service

**4.9**

For 2025 survey responses, customers provided a 4.9 out of 5 rating for customer service received in billing, cross connection, landscape inspection and meter assistance.

Made with infogram

# WATER RESOURCES

## WATER DEMAND

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

### DAILY MAXIMUM DEMAND

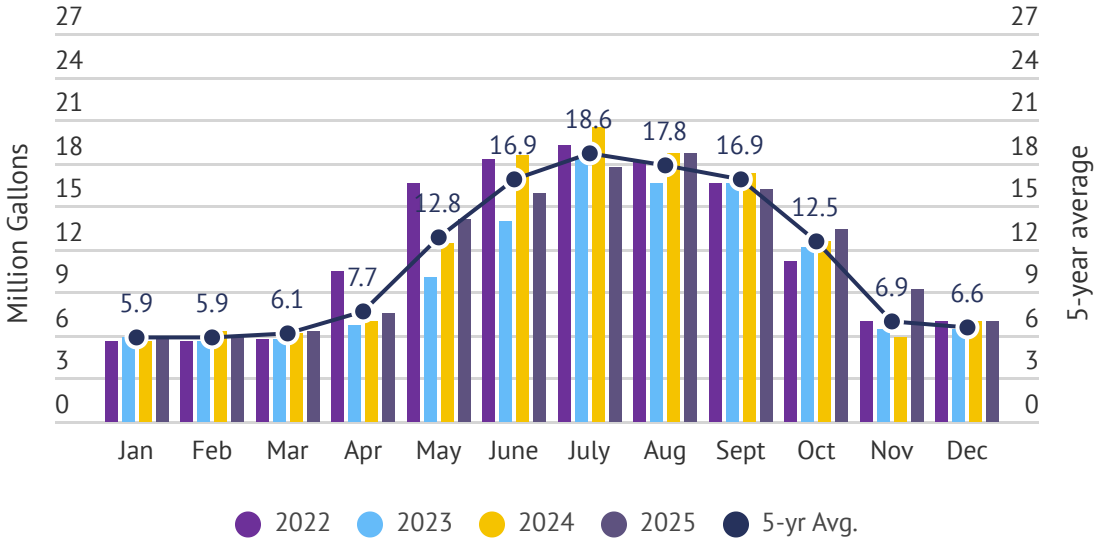
- 7.0 million gallons/day (MGD)
- 5-year average: 6.6 MGD
- 6% higher than the 5-year average

### MONTHLY DEMAND

- The water demand total for December was 192.0 million gallons (MG) [589.3 acre-feet (AF)]
- 3% lower than the November 2025 total of 197.4 MG
- 24% increase from the previous year's December 2024 demand of 155.2 MG

### ANNUAL DEMAND TOTALS

- 2025 total demand: 3,308.3 MG
- 1.9% less demand than 2024




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# WATER RESOURCES

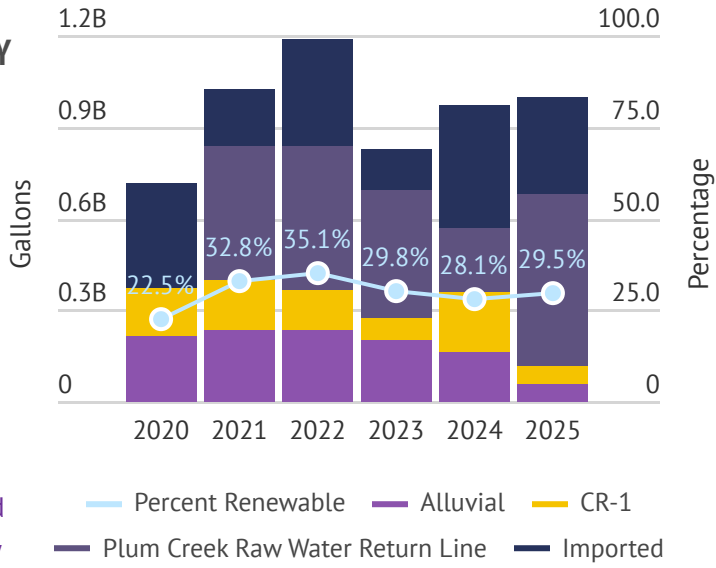
## RENEWABLE WATER SUPPLY

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

0%
DEC.

*2065 goal: 100%*

Renewable water represented 29.5% of annual water supply




In total, renewable supplies accounted for 0% of the total water supply for the month (0 MG of 179.6 MG) and 29.5% of the annual water supply (999.6 MG of 3,386 MG)

- The CR-1 diversion produced an average of 0.0 MGD[1]
- The PC diversion produced an average of 2.58 MGD
- The 14 alluvial wells produced an average of 0.0 MGD[1]
- The renewable water production average was 0.0 MGD

*[1]PCWPF is offline for the expansion project November 2025 through April 2026.*

## REUSABLE SUPPLIES

2.6%
Dec. 2025

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

Reusable water was 29.5% of water supply

## STORAGE

- Chatfield Reservoir: 1,151 AF
- Rueter-Hess Reservoir: 536.2 AF
- Castle Rock Reservoir No. 1 (CRR1): 0 AF
- Castle Rock Reservoir No. 2 (CRR2): 659 AF
- Walker Reservoir: 47.3 AF

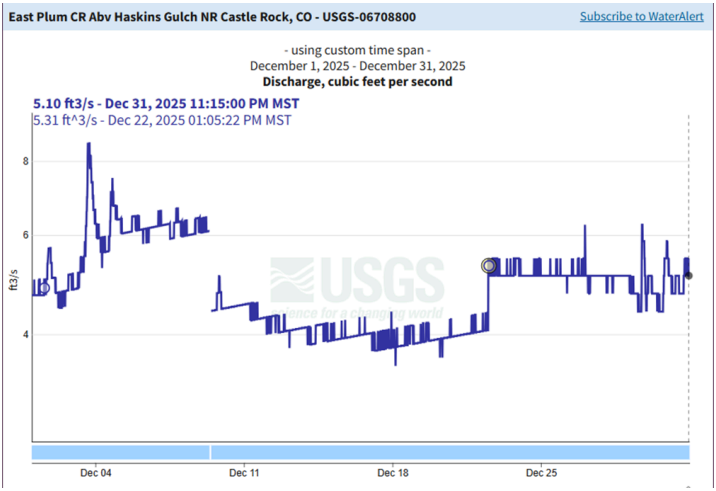
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# WATER RESOURCES

## EAST PLUM CREEK FLOWS

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

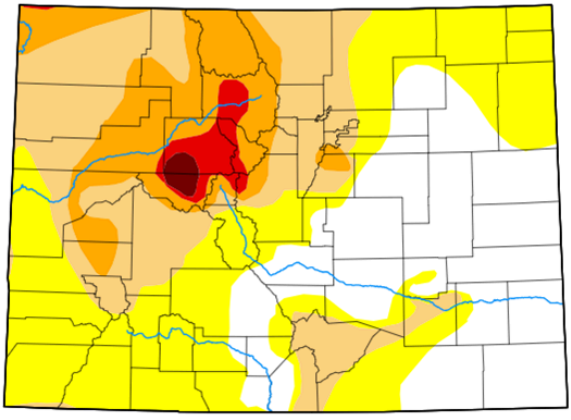
- Flows ranged from 3.5 to 8.6 cubic feet per second (cfs)
- The monthly average streamflow was 4.9 cfs
- The 25-year mean is 5.6 cfs




## DROUGHT

According to the most recent U.S. Drought Monitor maintained by the United States Department of Agriculture (USDA), northern Douglas County is experiencing abnormally dry, moderate drought, and severe drought conditions.

### Colorado



**Map released: Weds. December 31, 2025**

Data valid: December 30, 2025 at 7 a.m. EST

**Intensity**

- None
- D0 (Abnormally Dry)
- D1 (Moderate Drought)
- D2 (Severe Drought)
- D3 (Extreme Drought)
- D4 (Exceptional Drought)
- No Data

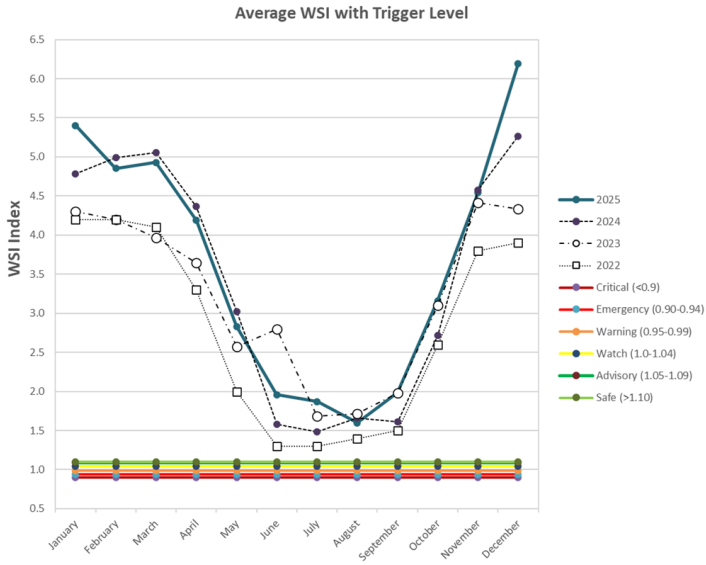
**Authors**

United States and Puerto Rico Author(s):
Rocky Bilotta, NOAA/NCEI

Pacific Islands and Virgin Islands Author(s):
Anthony Artusa, NOAA/NWS/NCEP/CPC

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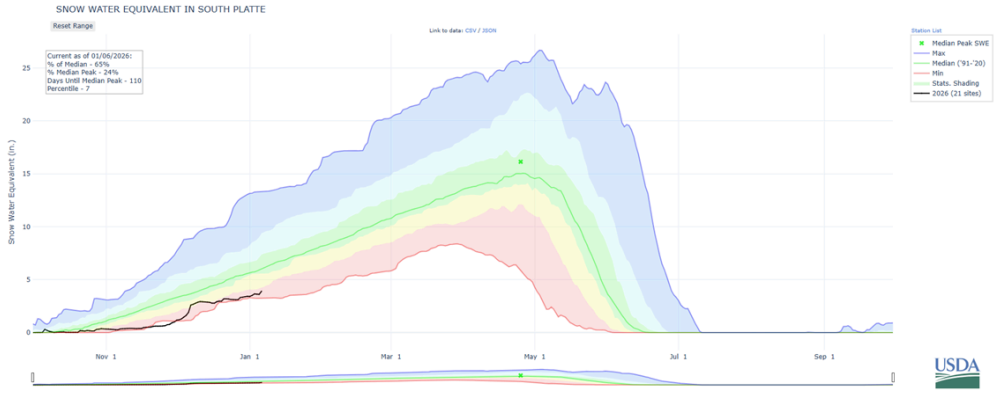
## WATER SUPPLY INDEX




**6.2**
WSI

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

## SOUTH PLATTE RIVER BASIN SNOW PACK



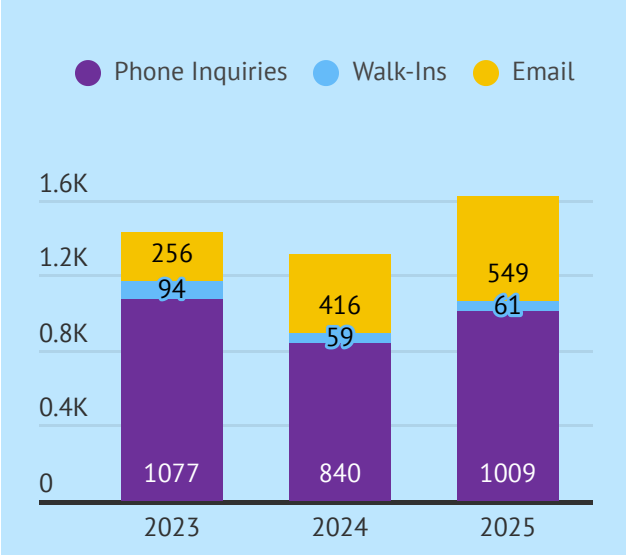

- Year-to-date precipitation at 79% of median
- Snow Water Equivalent (SWE) at 65% of median

# BUSINESS SOLUTIONS

## CUSTOMER SERVICE

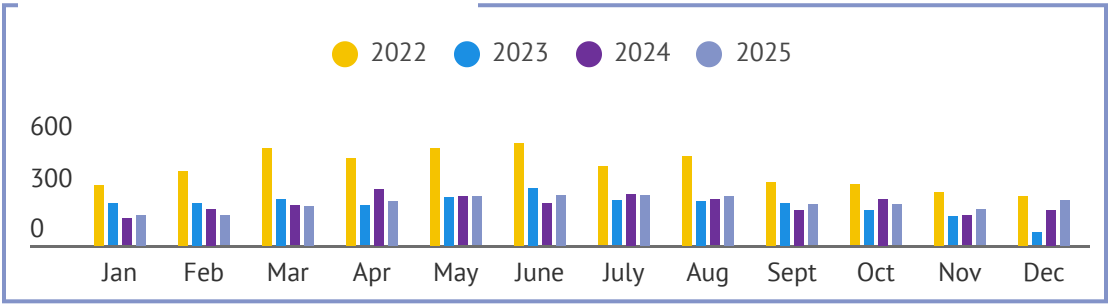
CUSTOMER ACCOUNTS
28,275 2.2% increase from 2024

**2025 TOTALS**
875 walk-ins
14,796 phone calls
8,449 email inquiries
2,845 transfers




## TRANSFER OF SERVICE

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




## CUSTOMER OUTREACH

| OUTLET | POST | REACH | | |
|---|---|---|---|---|
| **Facebook** | 5 posts | 52.k reach | 211 engagements | 39 shares |
| **NextDoor** | 1 post | 1,214 impressions | 8 reactions | |
| **LinkedIn** | 1 post | 754 impressions | 9 engagements | 25 clicks |
| **Customer mail** | 15,916 | 71% open rate | | |

The Town saw 1.2 million views with 4,000 net increase of followers on social media.

TOPICS
Winter watering
External direct mail alert

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# METER SERVICES

Skipped reads

2.65%

Above industry average of 2% due to smoothing out new AMI processes.

0.63%
annual average

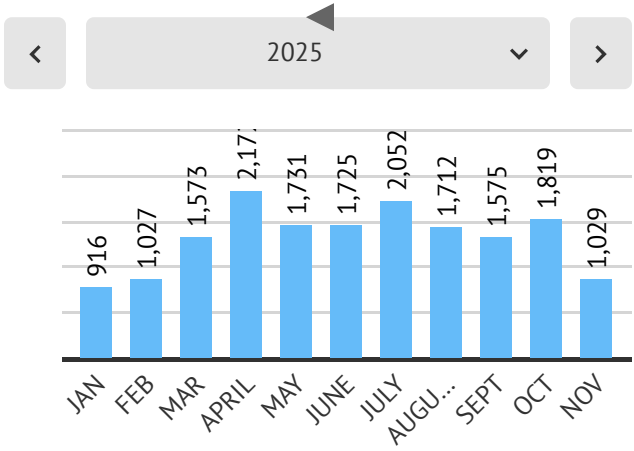
*About 98% of the 28,000 customer connections have been upgraded to Advanced Metering Infrastructure technology.*

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

## ALL SERVICE WORK ORDERS

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

18,324 total for 2025

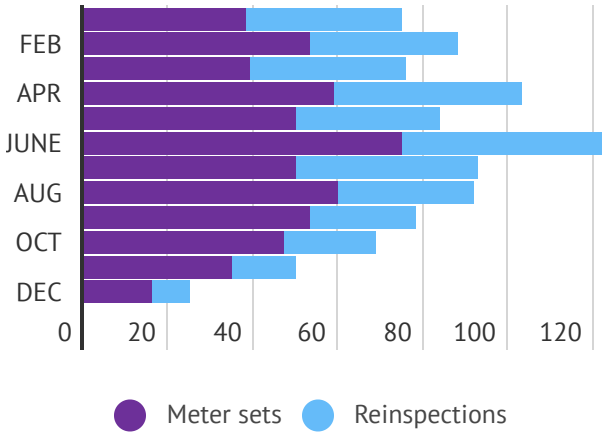



## METER SET INSPECTIONS

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

955 total inspections in 2025

39% average reinspection rate



# OPERATIONS

0

## OUTAGES

0 for the year

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

0

## PRESSURE

0 for the year

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

0

5 total

## OVERFLOWS

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

### SANITARY SEWER OVERFLOWS

AWWA Index: SSO rate/100 mi

- Top quartile: 0.4
- Castle Rock Water: 1.5
- Median: 1.6
- Bottom quartile: 3.3

0

19 total

## LINE BREAKS

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

### WATER SYSTEM INTEGRITY

AWWA Index: Leaks and breaks/100 mi

- Castle Rock Water: 5.85
- Top quartile: 9.2
- Median: 18.7
- Bottom quartile: 30.1

1,546
UTILITY LOCATES

15,210 total for 2025

SEWER

69.79 mi
LINES INSPECTED

LINES CLEANED
15.43 mi

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# STORMWATER COMPLIANCE Q4 2025

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

- Construction site inspections
- Spill reporting, enforcement and response
- Public education and outreach
- Pond maintenance oversight

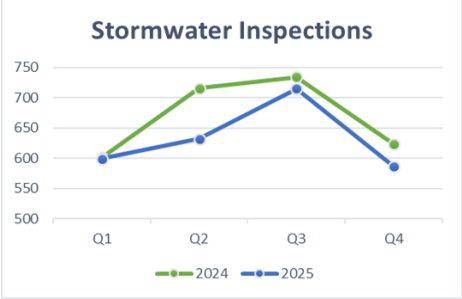
## Trends

Over the past 5 years, inspections have been declining likely due to the economic downturn. Customer service requests flow with weather conditions as seen by the noticeable jump in 2023 due to the onslaught of rain and flooding issues we received in May and June of that year.



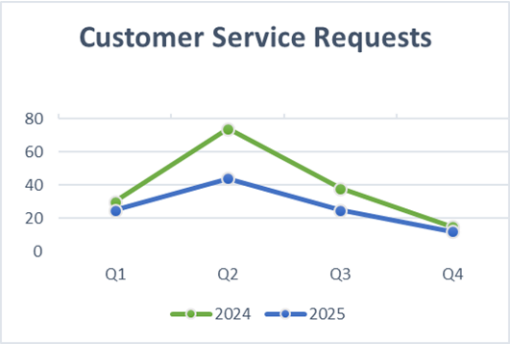

## Inspections

The inspection team regulates permitted residential and commercial properties. Total inspections tracked 19% lower from 2024 to 2025. Overall, inspections from Q1 2024 to Q4 2025 dropped a little over 2%.



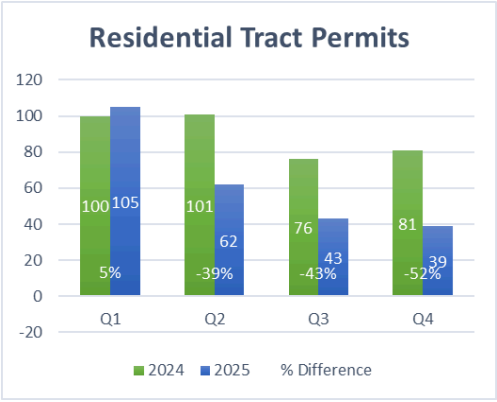

## Customer Service Requests

The Stormwater Division receives various customer concerns, from nuisance groundwater and illicit discharges, to dust, and infrastructure maintenance. Complaints often rise and fall with weather patterns. Customer concerns decreased back to baseline after the typical high volume in the summer. Also, total CSRs are down 32% from 2024 to 2025.




## Permits

Total annual residential tract permits were 30% lower from 2024 to 2025 compared to the 10% drop from 2023 to 2024.

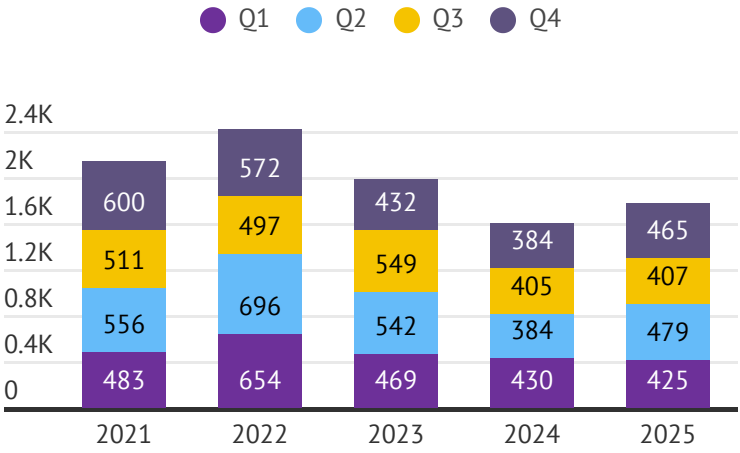


# PLAN REVIEW Q4 2025

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

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

## PLAN REVIEWS




293

# of projects in Q4

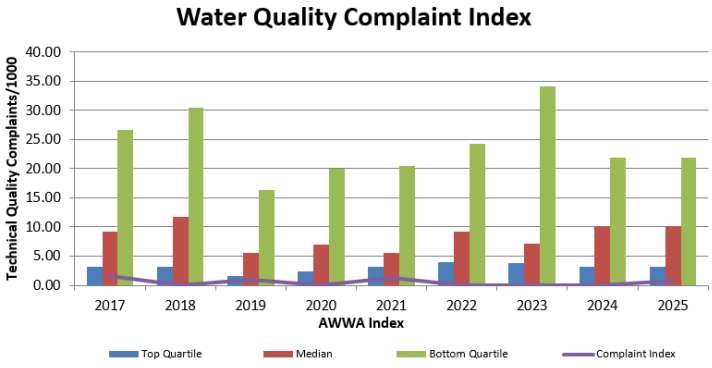
## PERMITS

| PERIOD | Single Family | Com-mercial | Misc | Multi-family | TOTAL |
|---|---|---|---|---|---|
| 1st Quarter | 261 | 42 | 9 | 8 | 320 |
| 2nd Quarter | 347 | 37 | 8 | 4 | 396 |
| 3rd Quarter | 196 | 41 | 17 | 1 | 255 |
| 4th Quarter | 168 | 35 | 13 | 0 | 216 |

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

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# WATER QUALITY




For 2025, Castle Rock Water had 0.80 complaints per 1,000 customers.

Castle Rock Water remains in the upper quartile for fewest water quality issues.

- Staff conducted 23 in-home water quality visits in 2025

# CONSERVATION

| REBATES | Residential | Nonresidential | Total |
|---|---|---|---|
| Applications | 129 | 25 | 154 |
| Sq. ft. removed | 99,931 | 162,595 | 262,526 |
| Rebated amount | $317,413 | $528,434 | $845,846 |

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# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 3. **File #:** ID 2026-007

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

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

**From:** Kristin Read, Assistant Town Manager

**Update: Legislative Update**

## Executive Summary

Staff will be making a presentation and providing information, and request for Town Council direction on items, as needed.

# LEGISLATIVE UPDATE

JANUARY 20, 2026
TOWN COUNCIL

# OVERVIEW

- General Assembly in session January-May
- Staff monitors, but does not take any positions on, legislation unless Council directs it
- Staff is presently tracking roughly 50 potential and introduced bills
- If Council is interested in information on any specific bills not addressed tonight, staff can provide an update at a future meeting

# RECOMMENDED OPPOSE ITEMS

NOT YET INTRODUCED: FAIRNESS & TRANSPARENCY IN MUNICIPAL COURT
Would create an unfunded mandate by requiring the live streaming of all municipal court proceedings where jail is a possible penalty, regardless of existing staffing levels or technology, among other provisions.

NOT YET INTRODUCED: HOUSING OPPORTUNITIES MADE EASIER (HOME) ACT
Would preempt local zoning to allow schools, institutions of higher education, certain housing-related nonprofits and public housing authorities to develop residential properties on land they own, disregarding local governments' comprehensive planning.

NOT YET INTRODUCED: PROTECTING EVERYONE FROM EXCESSIVE POLICE SURVEILANCE (PEEPS) ACT
Aimed at creating guardrails on data-sharing of license plate reader technology among Colorado law enforcement agencies and other states and federal law enforcement. This would effectively ban the Flock system CRPD uses.

# RECOMMENDED OPPOSE ITEMS

HB 1037: Ban Government Purchase of Personal Data from Third Party
Would prohibit law enforcement agencies from accessing commercially available personal data from third parties without a warrant and would bar agencies from using data obtained indirectly from another agency if that data was originally acquired through a third party. Prevents any personal data acquired in violation of the act from being used as evidence in court proceedings.

# RECOMMENDED SUPPORT ITEM

NOT YET INTRODUCED:  ENHANCED PENALTIES FOR STREET RACING
Enhances penalties for drivers, spectators and organizers of street racing and stunt driving. Expected to include authorizing law enforcement to use livestreams and social media posts as evidence and to suspend licenses.

HB 1021: SECOND AMENDMENT PROTECTION ACT (Brooks)
Would repeal various State laws related to firearms and other weapons.

SB 11: SEARCH WARRANTS PROVIDED TO COVERED PLATFORMS (Frizell)
Requires operators of online services to ensure that each covered platform provides a streamlined process to allow Colorado law enforcement agencies to contact them.

# PROPOSED MOTION

*"I move to affirm staff's recommended positions on State legislation as presented and direct staff to communicate the positions to the Town's legislative delegation, CML and others."*

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 4. **File #:** ID 2026-008

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

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

**From:** Mark Marlowe, Director of Castle Rock Water
Hannah Branning, Water Quality & Regulatory Compliance Manager

**Briefing from Castle Rock Water: Water Quality Maintenance update; Chatfield Watershed Authority (CWA) By-laws Update; and Drought/Snowpack Update**

## Executive Summary

Staff to make a presentation and provide information to Town Council under this item.

CASTLE ROCK WATER

# DROUGHT UPDATE



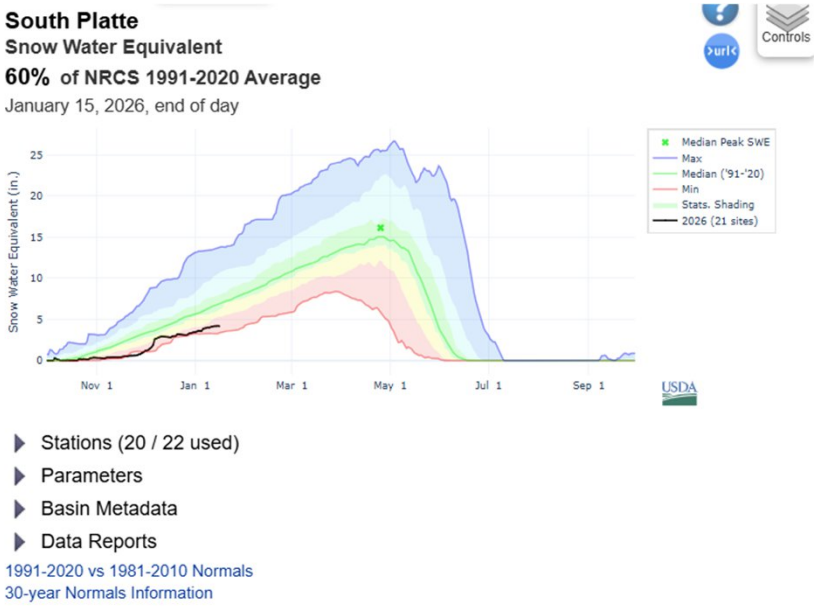

JANUARY 20, 2026

TOWN OF CASTLE ROCK COLORADO

# DROUGHT UPDATE

## MOST RECENT STATUS

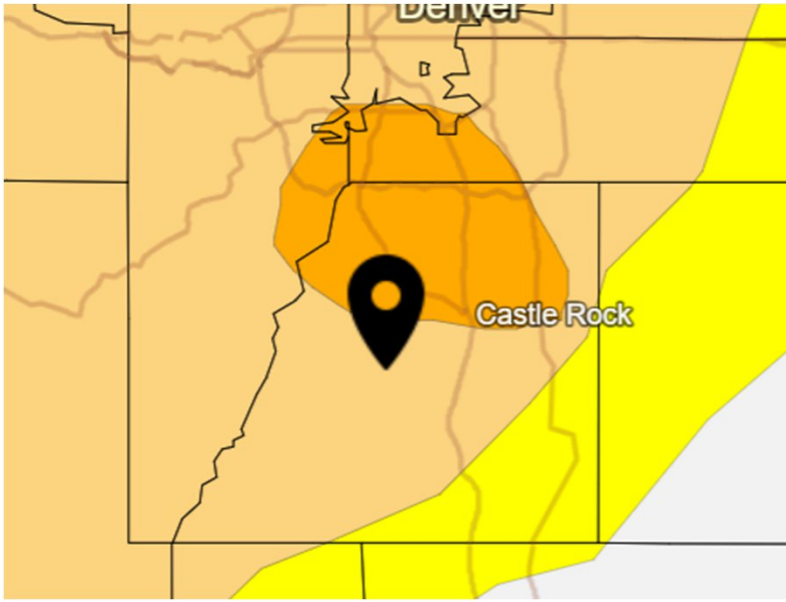
- SNOWPACK ACROSS THE FRONT RANGE NEAR-RECORD LOW
- AVERAGE PEAK STATEWIDE TYPICALLY OCCURS IN EARLY APRIL
- LOW SNOWPACK INCREASES THE RISK OF CUTS TO SUMMER WATER USE AND OF EARLIER AND MORE SEVERE WILDFIRES
- 90-DAY OUTLOOK THROUGH MARCH INDICATES EQUAL CHANCE OF AVERAGE PRECIPITATION & SLIGHTLY ABOVE NORMAL TEMPERATURES
- RESERVOIR STORAGE ACROSS STATE IS 85% OF NORMAL COMPARED TO 93% OF NORMAL LAST YEAR (AURORA AT 60%)



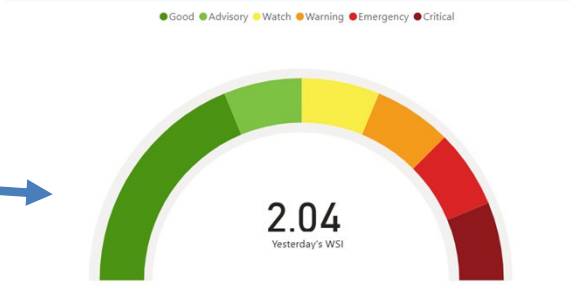
# DROUGHT UPDATE

## MOST RECENT STATUS

- LOCALLY, HIGHEST MONTHLY TEMPERATURES NOVEMBER, DECEMBER, & JANUARY AT CASTLE ROCK WATER MONITORING LOCATIONS
- STREAMFLOW STILL OK LOCALLY BUT DROPPING
- GOOD NEWS, RESERVOIR STORAGE FOR CASTLE ROCK WATER – RECORD HIGH DUE TO CASTLE ROCK RESERVOIR 2 COMING ONLINE
- DROUGHT MANAGEMENT | CASTLE ROCK, CO - OFFICIAL WEBSITE, FOR UPDATES TO OUR LOCAL WATER SUPPLY INDEX




DOUGLAS COUNTY BY THE NUMBERS
ABNORMALLY DRY: 21%
MODERATE DROUGHT: 54%
SEVERE DROUGHT: 26%



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 5. **File #:** ID 2026-009

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

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

**From:** Tara Vargish, Director of Development Services

**Development Services Project Updates**

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

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

Please see the attached Staff Memorandum for project details.

Meeting Date: January 20, 2026

**AGENDA MEMORANDUM**

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

**From:** Tara Vargish, PE, Director of Development Services

**Title:** **Town Manager Report – Development Project Updates**

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

## New Quasi-Judicial Applications Requiring Public Hearings

None

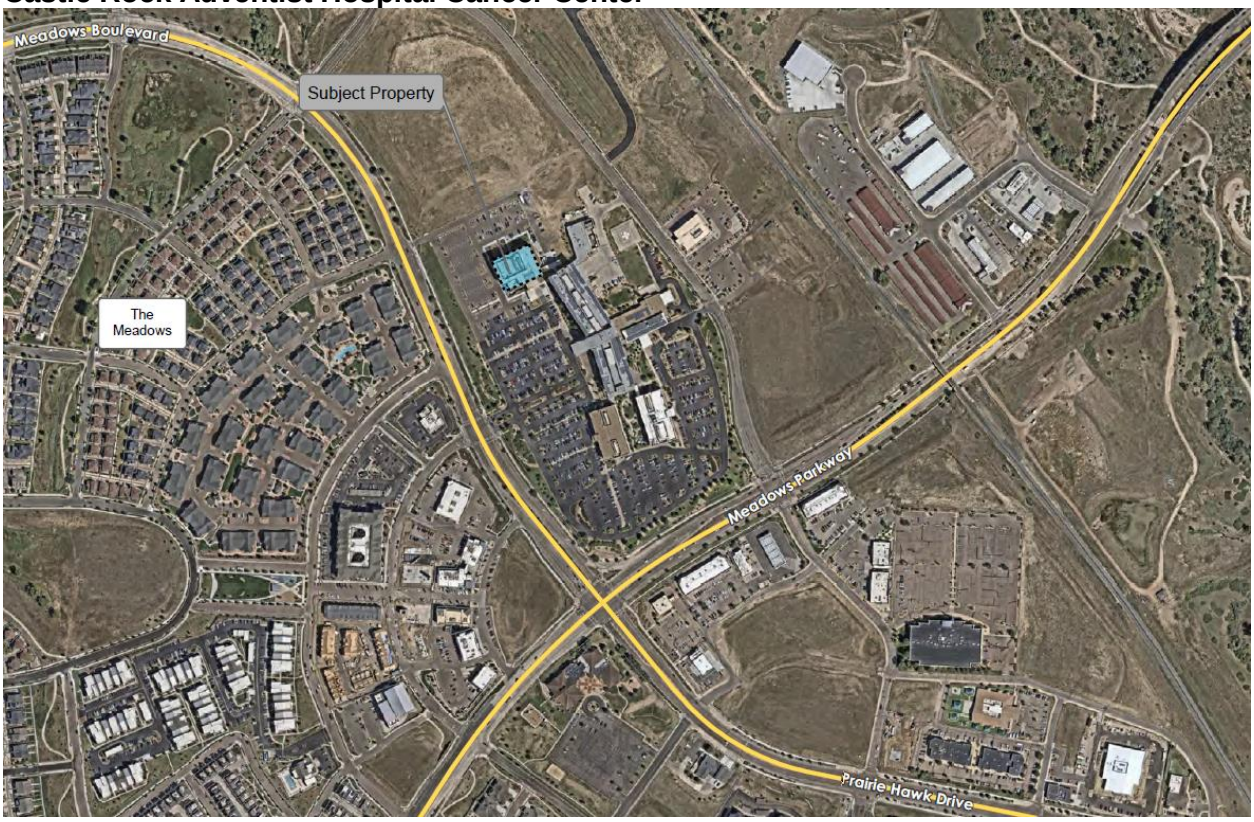
## New Pre-Application Meeting Requests

### Berkenkotter Motors Brookside Circle



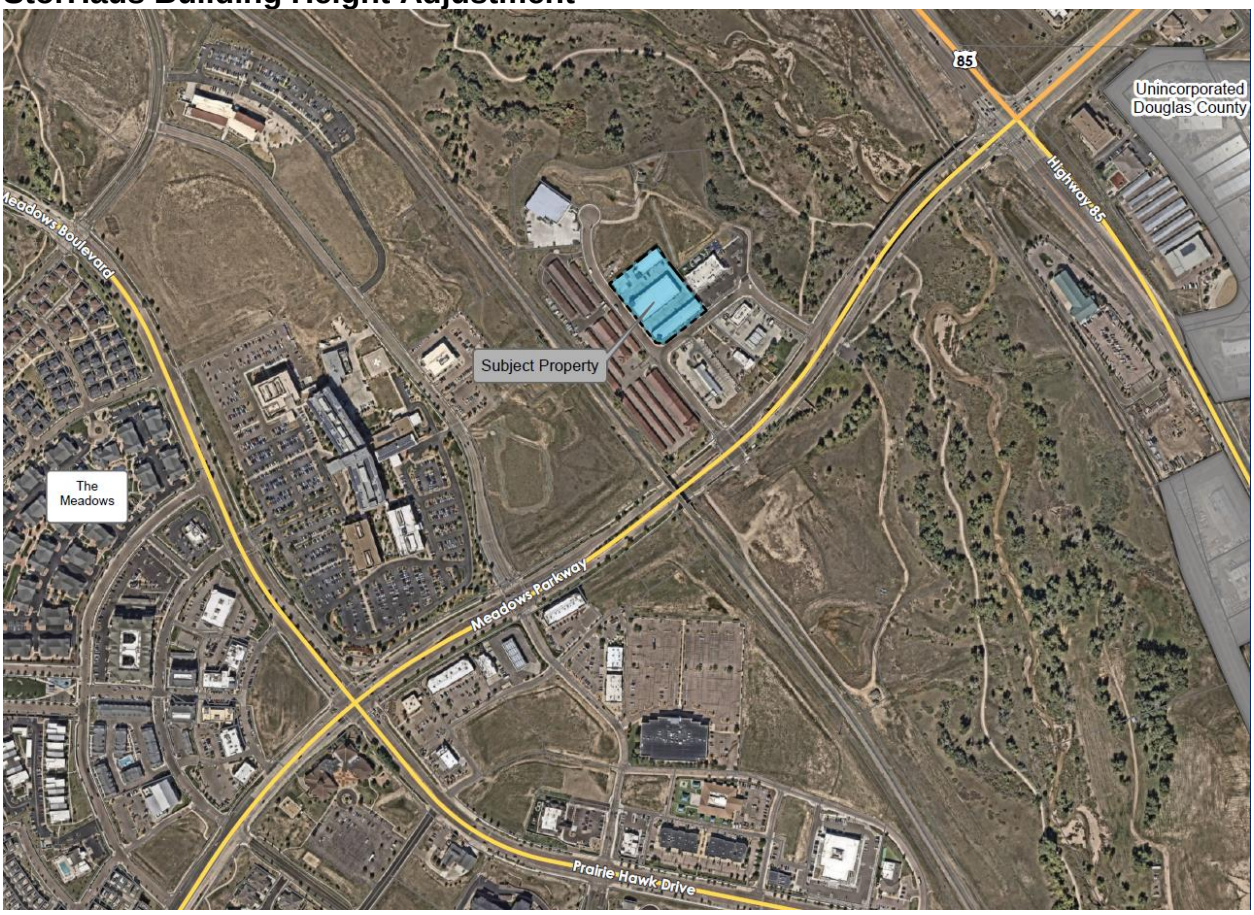
A pre-application meeting request was submitted seeking information on application and submittal to use the existing property and building at 1070 Brookside Circle for trailer and RV sales under Berkenkotter Motors. Berkenkotter Motors intends to move its trailer sales out of their southern Wilcox Street property and onto this property. The proposed project is located northeast of the intersection of S. Wilcox Street and Brookside Circle, in Councilmember Dietz's district.

**Castle Rock Adventist Hospital Cancer Center**




A pre-application meeting request was submitted seeking information on application and submittal to build a radiation oncology center in the Schrader medical office building, located at the Castle Rock Adventist Hospital at 2350 Meadows Boulevard. The center would use the existing 9,000 square feet of shelled space on the garden level of the building and would build an additional 800 square feet for the linac vault. The proposed project is located southeast of the intersection of Meadows Boulevard and Sabercat Way, in Councilmember Hollingshead's district.

**StorHaus Building Height Adjustment**




A pre-application meeting request was submitted seeking information on application and submittal requirements to adjust the previously approved clubhouse building at the StorHaus at Castle Rock Storage Condominiums from a 2-story building down to a 1-story building. The proposed project is located north of the intersection of Regent Street and Carnaby Lane, in Councilmember Hollingshead's district.

**Ongoing Development Activity:**

**Commercial Development Activity**

- **Promenade:**
  - Lazy Dog Restaurant site and building construction for a new stand-alone restaurant, located on the northeast corner of Castlegate Drive West and Promenade Parkway.
- **Meadows:**
  - New Hope Church Rezoning, new PDP to allow for a medical office building, located south of the intersection of Prairie Hawk Drive and Meadows Boulevard.
  - StorHaus Garage Condos, site and building construction for 3 buildings and a clubhouse, consisting of 38 garage condo units, located on the northeast corner of Regent Street and Carnaby Lane.

- **Downtown:**

- Circle K, site and building construction for a new 3,700-square-foot convenience store to replace the existing building on the site, located at 310 S. Wilcox Street.
- City Hotel, historic preservation and site plan approved for a 33-room hotel, located at 415 N. Perry Street.
- Scileppi's 2nd Phase, site and building construction to demolish the 1980 addition and build a new addition, located at 210 Third Street.
- The View, TCO issued for a 6-story building with mixed-uses including 218 residential units, located at Sixth Street and Jerry Street.

- **Dawson Trails Residential/Commercial**:
  - Costco, Dawson Trails, site plan amendment under review for 161,000-square-foot retail warehouse with fueling station on 18.4 acres, located east of Dawson Trails Boulevard, north of the future Crystal Valley Interchange.
  - Dawson Trails E2 Townhomes, 100 townhomes west of the proposed intersections of Quandary Peak Drive and Dawson Trails Boulevard.
  - Dawson Trails Filing No. 1 Infrastructure and Right-of-Way, construction plan approved for the northern segment of Dawson Trails Boulevard.
  - Dawson Trails Filing No. 2 Infrastructure, plat and construction plans approved for 97-acre area.
  - Dawson Trails Planning Area D, site plan approved for 256 single-family residential lots, and 13 acres of open space.
  - Dawson Trails Red Zone Tanks and Pump House, under construction for red zone water infrastructure in Dawson Trails.
  - Dawson Trails Planning area B-1, site plan approved and construction documents under review for 230 detached residential lots, a 1-acre neighborhood park, located in the north-central area of the Dawson Trails PD, adjacent to the Twin Oaks subdivision in Douglas County.
  - Dawson Trails South, construction for grading only for approximately 338 acres, located south of Territorial Road.
  - King Soopers, Dawson Trails, site plan review for a new 99,000-square-foot grocery store, fuel station, located south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard.
  - Off-site Sanitary Sewer, Dawson Trails, under construction for 17,000+ feet of sanitary sewer main from south of Territorial Road to Plum Creek Parkway.
  - Off-site Water Line, Dawson Trails, under construction for approximately 3,100 linear feet of water main, extending north and west from the fire station on Crystal Valley Parkway across railroad properties and I-25.
  - Territorial Road Annexation, totaling 2.9 acres of land, to remain ROW.

- **Other Commercial Projects throughout Town:**
  - AdventHealth Medical Office Building, site and building construction for a new medical office building to include a freestanding emergency department, west of the intersection of Plum Creek Boulevard and Crystal Valley Parkway.
  - Castle Rock Auto Dealerships, site and building construction of 1st and 2nd phase for service center expansion, located at 1100 S. Wilcox Street.
  - Castle Rock Automotive Repair Shop, site construction for new 26,000-square-foot auto body shop, located at 1184 and 1288 Brookside Circle.
  - Discount Tire, site and building construction for 530-square-foot storage addition, located at 102 E. Allen Street.
  - Founders Marketplace, Dunkin Donuts, site plan approved for a new restaurant with

drive-through, located at the northeast corner of Founders Parkway and Aloha Court.
- Garage Condos, site and building construction, located on Liggett Road.
- Foundation auto dealership, site plan and plat review for use by special review for a new 33,000-square-foot building and sales lot, located at 550 S. Interstate 25.
- Murphy Express, site and building plans approved for a 2,800-square-foot convenience store and gas station, located at 186 Metzler Drive.
- Outlets at Castle Rock, site construction for two new pad sites on the mall's west side on Factory Shops Boulevard.
- Ridgeview Town Center, PD Zoning review for a 10-acre parcel located at 895 Ridge Road.
- Saint Francis of Assisi Annexation, annexation of the two lots the existing church is located on, along with the adjacent ROW, southeast of the intersection of N. Valley Drive and Fifth Street.
- Sanders Business Park, site construction for a 2.4-acre site, located south of The Plum Creek Community Church.
- The Brickyard, site plan approved and construction document review for a mixed-use development with a maximum of 600 multi-family dwelling units, located on the south end of Prairie Hawk Drive.
- Unity on Wolfensberger Planned Development Plan approved for zoning and parking changes, located at 200 Wolfensberger Road and 826 Park Street.

- Wellspring and Castle Oaks Covenant Church, annexation petition is to annex approximately 2.07 acres, and proposed zoning for church and Wellspring facility uses, located at 498 E. Wolfensberger Road, for future Wellspring and Castle Oaks Covenant Church facilities

**Residential Development Activity:**
- Auburn Heights Apartments, rezoning application to amend the zoning and the currently approved site development plan for Lot 2 of Auburn Ridge.
- Bella Mesa North, site plan approved for 525 single-family homes, located north of Mesa Middle School off Mitchell Street.
- Bella Mesa South, site plan review for 93 single-family homes, located at the northwest corner of Mikelson Boulevard and Mitchell Street.
- Canyons Far South, site plan approved and construction documents under review for a residential development with 515 single-family homes, located southeast of Crowfoot Valley Road and Founders Parkway.
- Castleton Heights multi-family, site plan review for new four-story multi-family building with 80 units, located southwest of the intersection of W. Castleton Road and Castleton Court.
- Chateau Valley, site plan review for 415 residential units, located north of East Plum Creek Parkway and east of Gilbert Street
- Crystal Valley Ranch Mixed-Use site plan review for 24 townhomes and a mixed-use building, located at the southeast corner of Crystal Valley Parkway and W. Loop Road.
- Crystal Valley Ranch, site construction, single-family subdivisions, located southeast and southwest of Crystal Valley Parkway and W. Loop Road. Also, in the southern interior portion of Loop Road, south of Loop Road, and between W. Loop Road and the Lanterns property.
- Founders Village Pool, site plan review for new pool pavilion, located at 4501 Enderud Boulevard.

- Hillside, building construction, single-family attached and detached age 55 and older, located at the northeast corner of Coachline Road and Wolfensberger Road.
- Lanterns/Montaine, Subdivision construction for various phases for a total of 1,200 single-family residential lots, located off Montaine Circle.
- Liberty Village, site construction for amended lot layout due to floodplain for 42 single-family lots, located on the south side of Castle Oaks Drive and Pleasant View Drive.
- Meadows, home construction for 77 single-family detached homes on the west sides of Coachline Road north of Wolfensberger Road.
- Pine Canyon PDP, Annexation and Zoning, approved for a a maximum of 1,800 mixed residential units, to include single-family and multi-family, as well as commercial uses to include a hotel/resort with up to 225 rooms, and other business and industrial uses on the 535-acre site. The project area is generally located on both the east and west sides of I-25, west of Founders Parkway.
- The Oaks Filing 2A, site construction for 114 single-family lots on 165+/- acres, located south of Plum Creek Parkway and east of Eaton Circle.
- Ridge at Crystal Valley, site and home construction for 142 single-family home project, located southwest of Loop Road in Crystal Valley Ranch. SIA amendment submitted to address modification to phasing plan for lots to be Temporary Green Zone.
- Soleana, site plan approved and construction documents under review for 55 custom home sites and 22 live/work units on 77.96 acres, located east of the Silver Heights neighborhood and west of the Diamond Ridge Estates neighborhood.
- Terrain North Basin, Phase 1, building construction for approximately 96 single-family home project, located along Castle Oaks Drive.
- Terrain North Basin, Phase 2, site plan, plat and construction document review for approximately 29 single-family home project, located along Castle Oaks Drive.
- Unity on Wolfensberger site plan approved to convert the existing 70-unit Quality Inn Hotel into a 50-unit “for sale” condominiums facility for adults with Intellectual and Development Disabilities at 200 Wolfensberger Road.

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 6. **File #:** ID 2026-010

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

**Through:** Tara Vargish, Director of Development Services

**From:** TJ Kucewesky, Assistant Director of Development Services

**Update: Quasi-Judicial Projects**

### Executive Summary

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

### New Applications

No new formal applications.

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

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

Meeting Date: January 20, 2026

**AGENDA MEMORANDUM**

To: David L. Corliss, Town Manager

Through: Tara Vargish, Director Development Services

From: TJ Kucewesky, Assistant Director Development Services

Title: Update: Quasi-Judicial Projects

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## Executive Summary

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

## New Quasi-Judicial Applications:

None

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

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



The property owner has submitted an application to amend the zoning and the currently approved site development plan for lot 2 of Auburn Ridge and is generally located in the southwest quadrant of E. Wolfensberger Road and Auburn Drive, southwest of the Auburn Ridge Senior Apartments. Currently, the zoning permits 100 multi-family units for seniors. The zoning amendment seeks to permit 104 multi-family units for people of all ages. The proposed parking is a combination of attached garages, detached garages, and surface parking. Both the PDP Amendment and the SDP Amendment will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The project is in Councilmember Bracken's district.

**Bella Mesa South Site Development Plan**



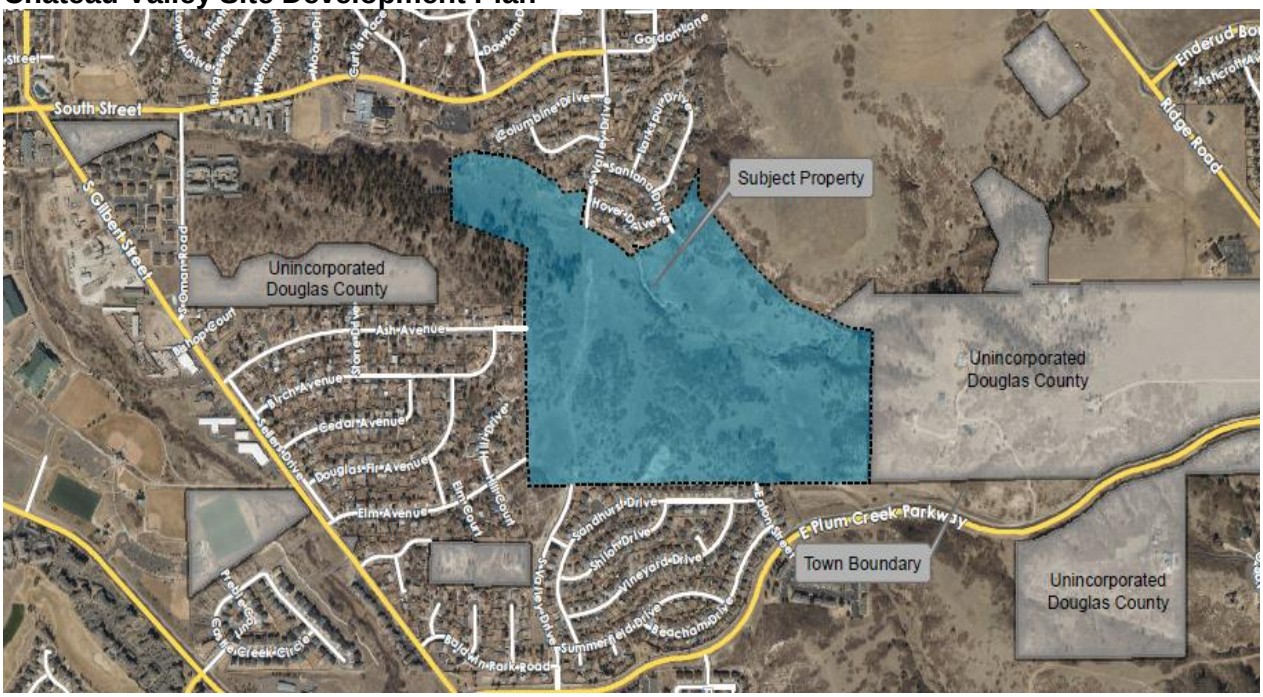

Fourth Investment USA, LLC, property owner, has submitted a quasi-judicial Site Development Plan on behalf of Cardel Homes for development of 93 single-family townhomes on approximately 9.3 acres located at the northwest corner of Mikelson Boulevard and Mitchell Street. The building height is 35 feet,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

**Castleton Heights Multifamily Site Development Plan**



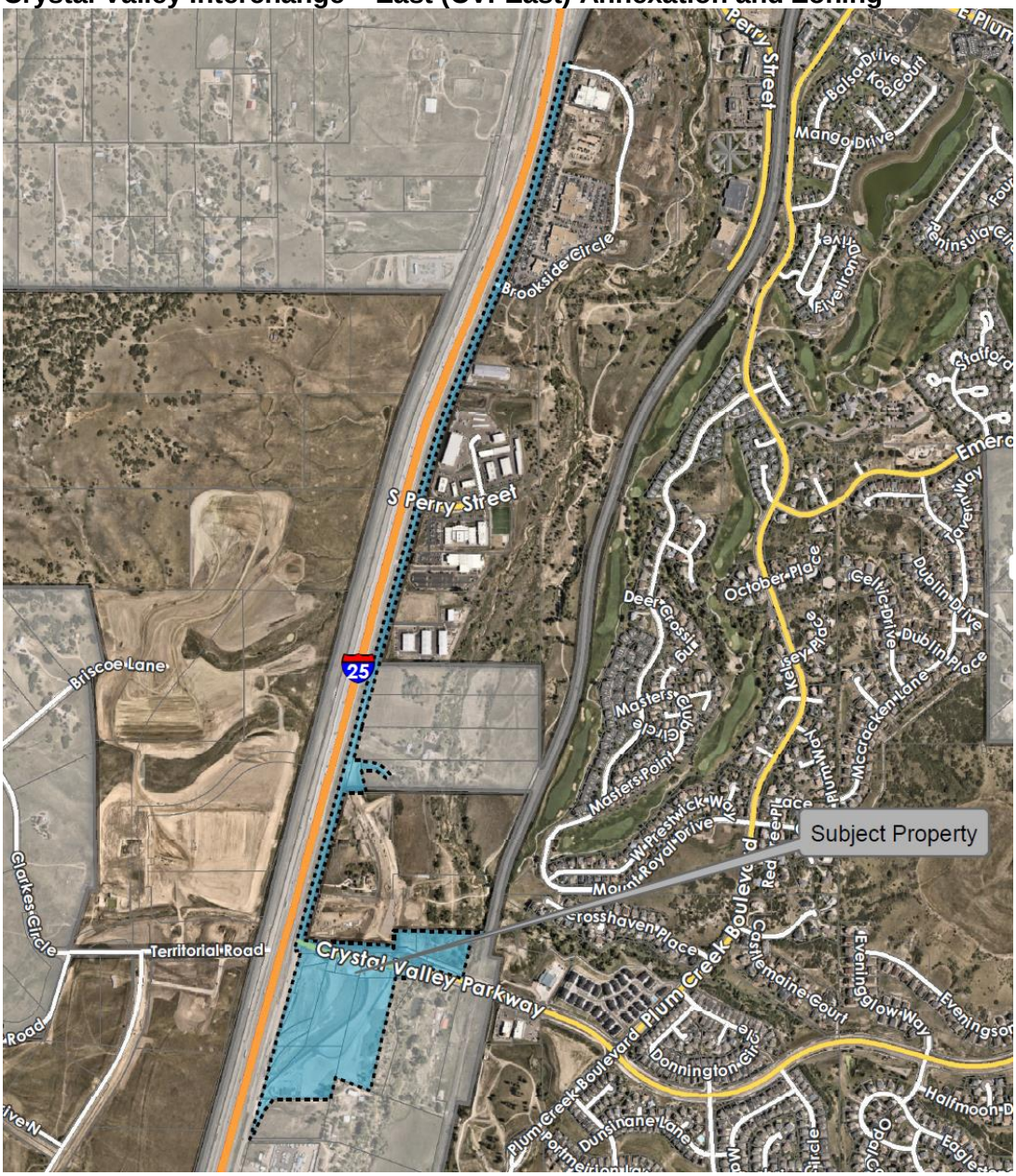

TWG Development has submitted a quasi-judicial application for a Site Development Plan/ Use by Special Review for Castleton Heights Multi-Family. The applicant is proposing to construct a new four-story multifamily building with 80 units on a 3.11-acre site. The proposed project is located southwest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

**Chateau Valley Site Development Plan**



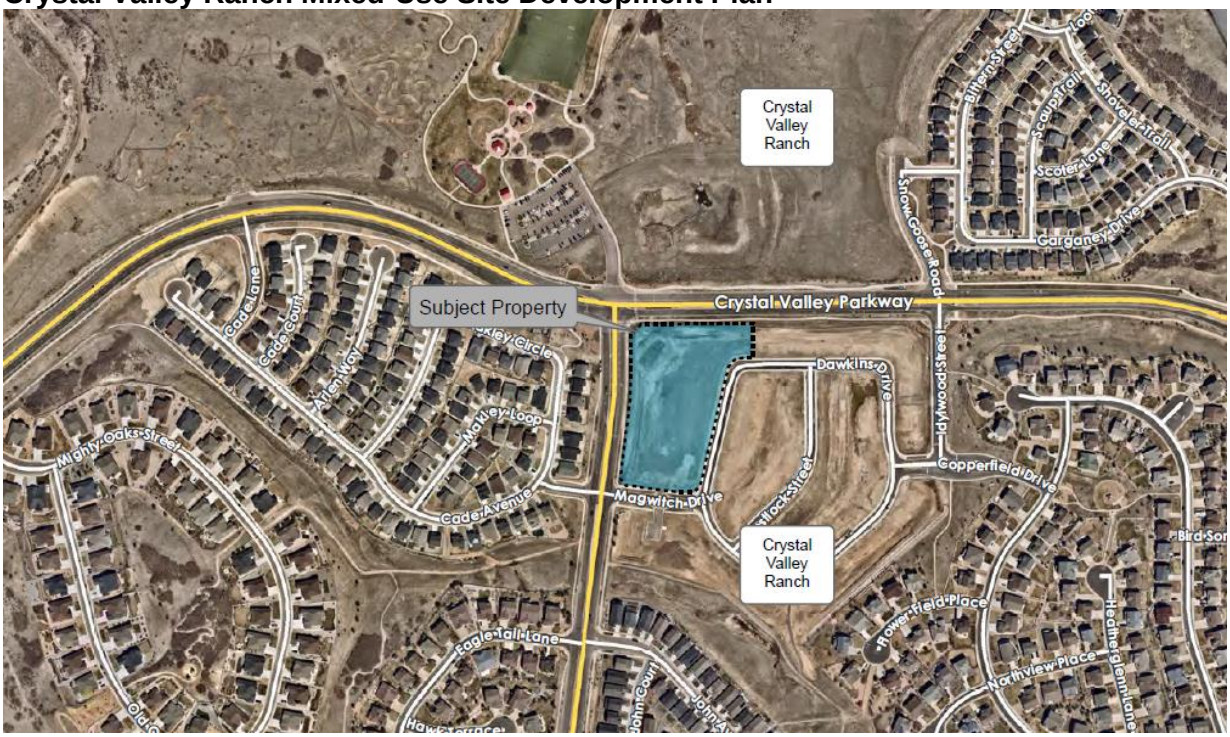

Highline Engineering & Surveying has submitted an application for the Chateau Valley Site Development Plan (SDP) proposing a 403-unit residential subdivision on 112 acres. The 403 units are composed of 255 single family detached homes and 148 attached homes. The property, which is within the Young American Planned Development, is generally located east of Memmen Park, north of the Baldwin Park subdivision, and south of the Southridge Townhome subdivision. The Site Development Plan includes a total of 42.2 acres of open space. The SDP will require public hearings before the Planning Commission for review and recommendation and Town Council for review and final decision. The property is in Councilmember Brooks' district.

**Crystal Valley Interchange – East (CVI-East) Annexation and Zoning**




The Town of Castle Rock has submitted an annexation application for several Town-owned parcels located at the new Crystal Valley Interchange and including the east frontage road from the new interchange north to Brookside Circle. The total area is approximately 37 acres. The parcels are proposed to be zoned PL-1 and used as Town right-of-way. The parcels are adjacent to Councilmember Deitz's district.

**Crystal Valley Ranch Mixed-Use Site Development Plan**




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

**Crystal Valley Ranch Planned Development Amendment No. 7**




The purpose of the proposed major amendment to the Crystal Valley Ranch Planned Development (PD) Plan and Zoning Regulations is to maintain the existing 21 acres of residential development in this area, while shifting the developable area to the west by approximately 45 feet. This amendment is one of the steps required for a future swap of Public Land located on the west side of the subject property to the eastern side of the property. The rezoning will create a more substantial buffer between the new residential development and the existing neighborhood to the east. No changes are proposed to the permitted uses and development standards currently applicable to the property. The property is located east of Rhyolite Park, west of Lake Gulch Road and north of Crystal Valley Parkway. The properties are located in Councilmember Deitz's district.

**Dawson Trails E2 Townhomes Site Development Plan**




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

**Dawson Trails Major PD Amendment, 3**



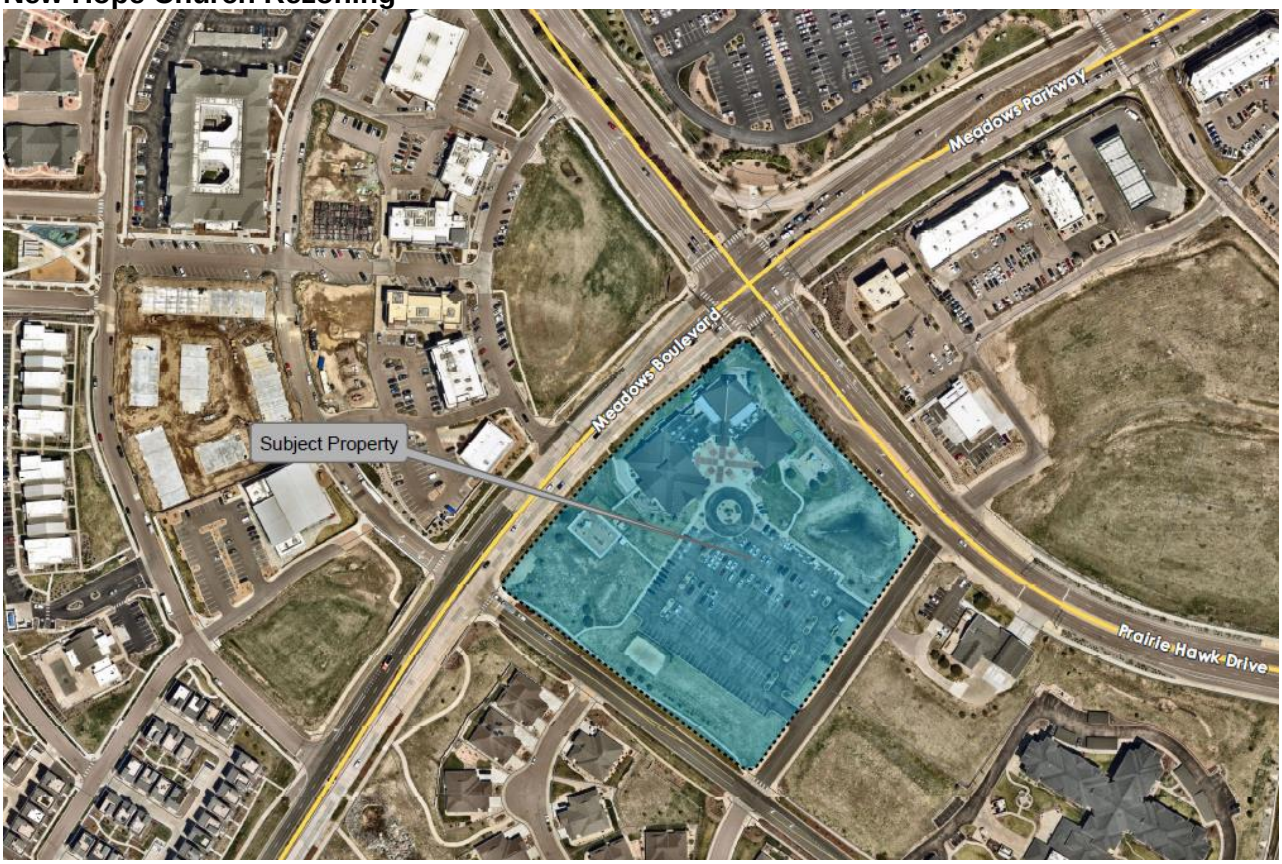

A Quasi-Judicial application from ACM Dawson Trails VIII JV LLC for a Major PD Amendment to the Dawson Trails PD was received. With the finalization of the Crystal Valley Interchange alignment, sections of the existing Territorial Road right-of-way (ROW) are no longer needed as ROW. The Town and Dawson Trails developer have exchanged portions of the Territorial Road ROW and portions of Dawson Trails property, in order to provide ROW sufficient for the CVI project. Concurrent with the Territorial Road ROW Annexation, this proposed PD amendment will zone the annexed parcels as part of Dawson Trails PD (open space, right-of-way or as mixed-use, depending on the adjacent uses). The parcels total 2.2 acres. The Major PD Amendment requires public hearings before the Planning Commission for review and recommendation and Town Council for review and a final decision. This project is in Councilmember Dietz's district.

**King Soopers Dawson Trails Site Development Plan**



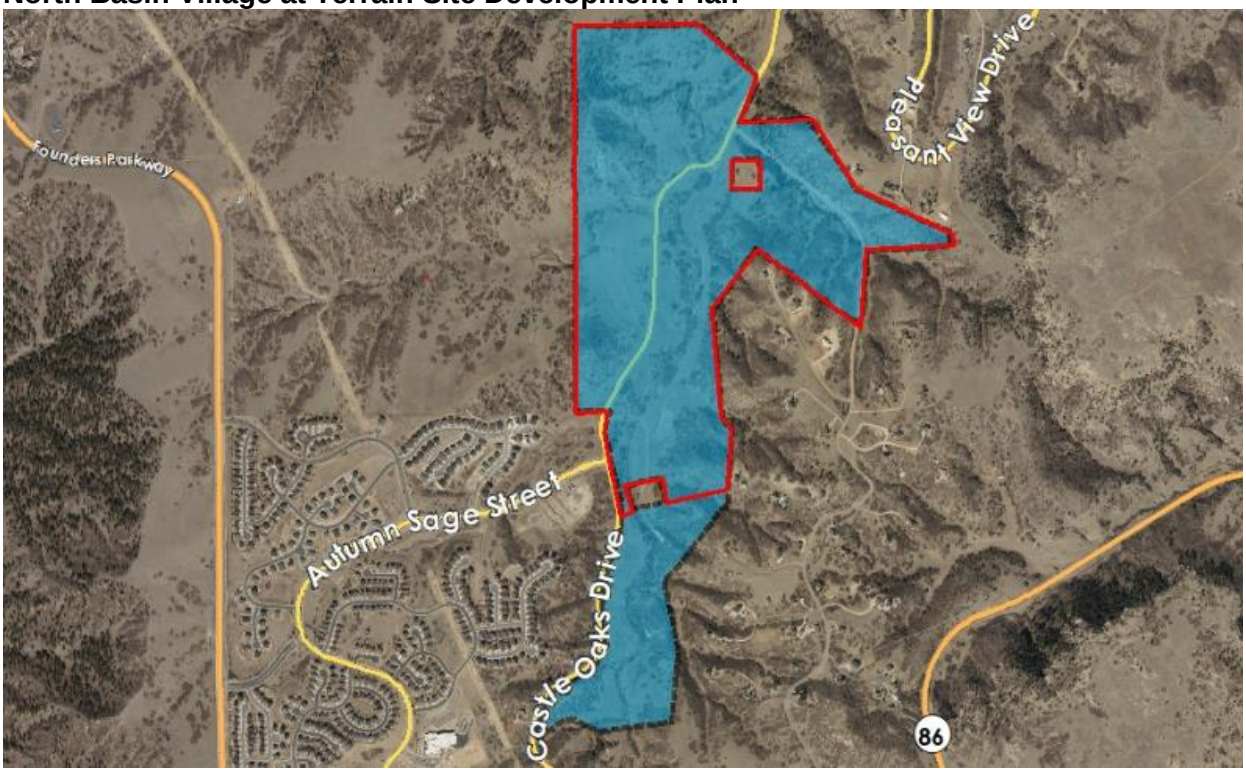

Galloway & Company, Inc, on behalf of the property owner ACM Dawson Trails VIII JV LLC, and property developer King Soopers, has submitted a Site Development Plan application. The applicant is proposing a King Soopers grocery store and fueling station on 12.2 acres within the Dawson Trails Planned Development, Planning Area E-2. The site location is south and east of Gambel Ridge Boulevard and west of Dawson Trails Boulevard. The site plan proposes a 99,000 square foot grocery store, 403 parking spaces, an online grocery order pick-up area, and a fueling station with a 245 square foot kiosk and 7 fuel pumps. The building height is approximately 35 feet; 50 feet is the maximum height allowed. Access to the site is from Gambel Ridge Boulevard and Dawson Trails Boulevard. The project is in Councilmember Dietz's district.

**New Hope Church Rezoning**




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

**North Basin Village at Terrain Site Development Plan**



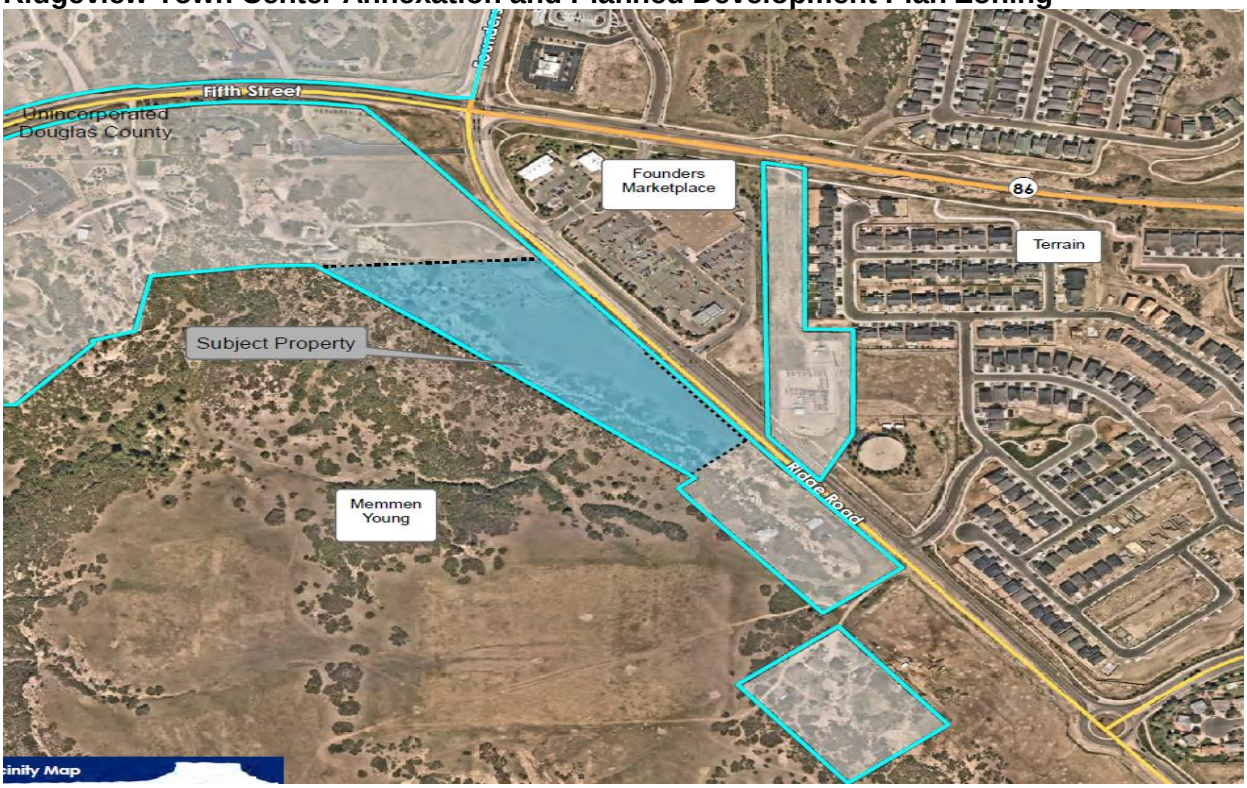

The property owner has submitted an application for a Site Development Plan (SDP) for 29 single family homes on approximately 42 acres within the Terrain North Basin Phase 2 development. The proposed development also includes approximately 35.6 acres of open space dedication. The project is located along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

**Pioneer Ranch Annexation and Planned Development Plan Zoning**



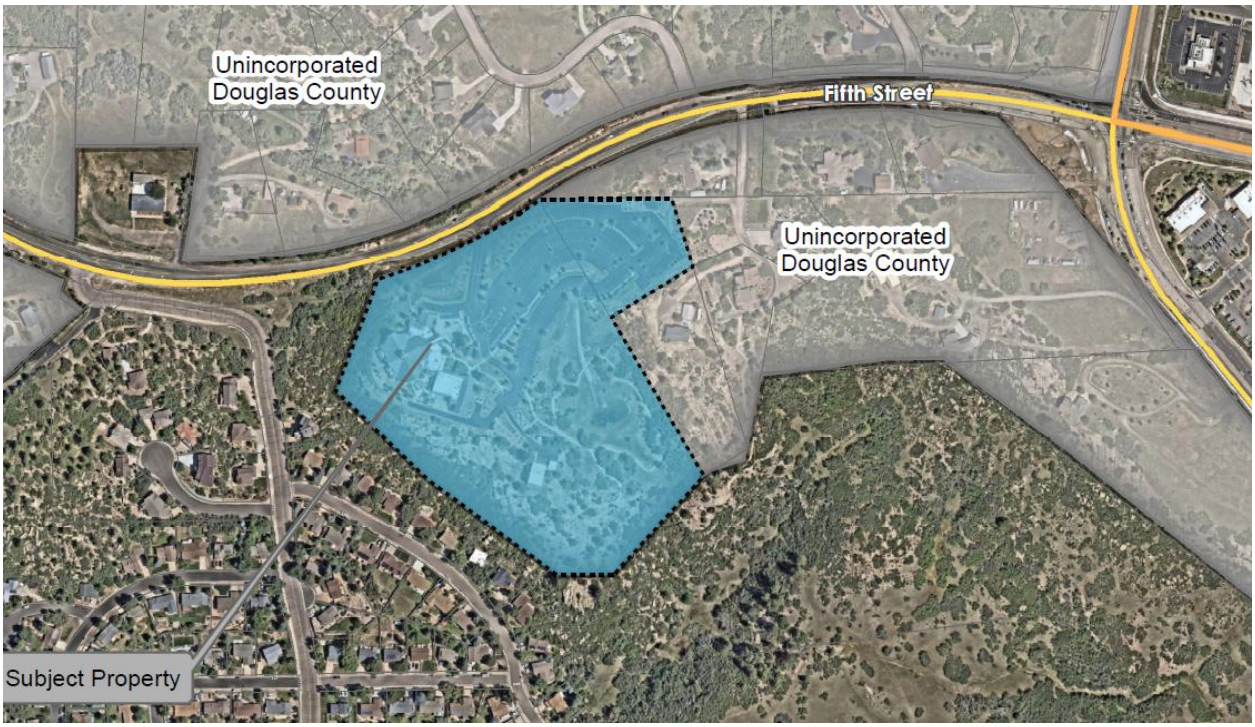

The property owner has submitted an annexation petition to annex a 388-acre site located west of Founders Parkway and east of Front Street into the Town of Castle Rock. The applicant is proposing the Pioneer Ranch Planned Development Plan zoning to allow 1,123 dwelling units (a mix of single-family and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

**Ridgeview Town Center Annexation and Planned Development Plan Zoning**




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

**Saint Francis of Assisi Annexation**




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

**Territorial Road Annexation**




ACM Dawson Trails VIII JV LLC and the Town of Castle Rock have submitted an application for the annexation and zoning of several parcels of land, totaling 2.9 acres, that are within, or adjacent to, the current Territorial Road right-of-way. Most of the parcels will be zoned for mixed use development within the Dawson Trails Planned Development and will be assimilated into the adjacent planning area. Parcels remaining in future right-of-way will be zoned as public land. The property is adjacent to Councilmember Dietz's district.

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




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

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

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 7. **File #:** ORD 2026-002

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

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

**From:** Michael J. Hyman, Town Attorney

**Ordinance Amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code Regarding the Disposition and Lease of Real Property Owned by the Town (Second Reading - Approved on First Reading on January 6, 2026, by a vote 7-0)**

## Executive Summary

The purpose of this memorandum is to present for Town Council consideration an ordinance amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code related to the disposition and leasing of Town-owned real property. The proposed ordinance updates and clarifies the Town's procedures for disposing of and leasing real property. The amendments rely on the Town's home rule authority to provide limited exceptions to state statutory requirements, increase administrative efficiency, and clarify approval authority for certain property transactions, while maintaining appropriate Town Council oversight and protections for the public interest.

## Background

Under existing Code provisions, disposition of Town-owned real property generally must comply with Section 31-15-713, C.R.S., including voter approval in certain circumstances. As a home rule municipality, the Town may supersede portions of that statute through ordinance when doing so is in the Town's best interests.

Additionally, staff has identified a need to clarify approval authority and processes for specific categories of real property leases, easements, rights-of-way, and water rights leases to reflect current operational practices and reduce ambiguity.

## Proposed Changes

The ordinance includes the following key amendments:

- **Property Disposition**
  Allows Town Council approval by resolution for property exchanges involving an identified

party where the Town acquires other real property.

Allows Town Council approval by resolution for conveyances to nonprofit organizations, subject to findings of public purpose and inclusion of a reversionary interest protecting the Town.

Clarifies administrative versus legislative authority for vacating access easements, utility easements, and unimproved rights-of-way.

- **Leasing of Real Property**

  Clarifies approval authority for short-term leases of Town-owned property.

  Updates language in existing sections related to wireless facilities and leasing of water rights to read more clearly.

## Fiscal Impact

There is no direct fiscal impact associated with adoption of this ordinance. The amendments may facilitate more efficient real property transactions and leasing arrangements, which could result in indirect operational or financial benefits.

## Staff Recommendation

The ordinance is a valid exercise of the Town's home rule authority under Article XX of the Colorado Constitution. The amendments provide narrowly tailored exceptions to state law where appropriate, while preserving Town Council authority over significant property decisions and ensuring continued compliance with public purpose and reversionary protections.

Staff recommends approval of the proposed ordinance amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code to clarify and modernize the procedures governing the disposition and leasing of Town-owned real property, consistent with the Town's home rule authority and in the best interests of the Town.

## Proposed Motions

*Approval*

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

## ***Alternative Motions***

*Approval with Conditions*

*"I move to approve the Ordinance, as introduced by title, with the following conditions." (list conditions)*

*Continue item to next hearing (need more information)*

*"I move to continue this item to the Town Council meeting on [date], 2026, at [time]."*

**Attachments:**

Attachment A: Ordinance
Attachment B: Presentation

**ORDINANCE NO. 2026-002**

**AN ORDINANCE AMENDING SECTIONS 14.02.040 AND 14.02.050 OF THE CASTLE ROCK MUNICIPAL CODE REGARDING THE DISPOSITION AND LEASE OF REAL PROPERTY OWNED BY THE TOWN**

**WHEREAS**, pursuant to Section 14.02.040.A of the Castle Rock Municipal Code (the "Code"), the Town Council (the "Town Council") of the Town of Castle Rock (the "Town") may approve the disposition of real property so long as such disposition is in compliance with Section 31-15-713, C.R.S. (the "Real Property Statute"); and

**WHEREAS**, as a home rule municipality, the Town is not bound by the provisions of the Real Property Statute where such statute is superseded by charter or ordinance passed pursuant to such charter; and

**WHEREAS**, the Town Council finds and determines that the exercise of its home rule powers to provide limited exceptions to the general rules set forth in the Real Property Statute is in the best interests of the Town and its citizens.

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:**

**Section 1.** **Amendment**. Section 14.02.040 of the Castle Rock Municipal Code is amended to read as follows:

14.02.040 - Property disposition.

A. The Town may dispose of a fee interest in real property upon such terms and conditions as the Town Council may determine, in compliance with the provisions of Section 31-15-713, C.R.S. provided that the disposition of real property qualifying under the following subsections B, ~~and~~ C, D, AND E may be approved by Town Council without voter approval.

B. Any real property which is not (i) within Town limits, (ii) contiguous with the Town boundary, and (iii) currently utilized or planned for use in providing municipal services may be disposed of by ordinance.

C. Any real property utilized for off-street vehicular parking may be disposed of by ordinance provided such off-street parking is determined to be surplus to current or future municipal or public use, or the disposition will result in the development of alternate parking facilities.

D. ANY AGREEMENT TO CONVEY REAL PROPERTY TO AN IDENTIFIED PARTY IN EXCHANGE FOR ACQUIRING OTHER REAL PROPERTY MAY BE APPROVED BY RESOLUTION.

E. ANY AGREEMENT TO CONVEY REAL PROPERTY TO A NONPROFIT CORPORATION, ORGANIZATION, OR FOUNDATION MAY BE APPROVED BY RESOLUTION; PROVIDED THAT:

1. THE TOWN COUNCIL FINDS AND DETERMINES THAT SUCH SALE, EXCHANGE, OR DISPOSITION SERVES A PUBLIC PURPOSE AND IS IN THE BEST INTERESTS OF THE TOWN AND ITS RESIDENTS; AND

2. THE CONVEYANCE DOCUMENT INCLUDES A RIGHT OF REVERSION TO THE TOWN IN THE EVENT THAT THE REAL PROPERTY IS CONVEYED TO A FOR PROFIT ENTITY OR IS NO LONGER USED FOR THE PUBLIC PURPOSE FOR WHICH IT WAS INITIALLY CONVEYED

~~D.~~ F. The Town may administratively grant an easement or license to real property, provided that the Town receives only nominal consideration for such grant. Such easement or license shall be approved by resolution of the Town Council if the Town is to receive compensation or other material consideration for the grant of the easement or license. The administrative grant of an easement or license shall be by an instrument approved and executed by the Town Manager or designee and the Town Attorney or designee.

~~E.~~ G. AN ACCESS EASEMENT DEDICATED OR CONVEYED TO THE TOWN OR AN UNIMPROVED TOWN RIGHT-OF-WAY THAT HAS NEVER BEEN OPENED FOR PUBLIC USE MAY BE VACATED: (I) ~~I~~in conjunction with a subdivision approval under Title 16 of this Code, OR (II) BY ADMINISTRATIVE APPROVAL OF THE TOWN MANAGER UPON A DETERMINATION THAT NO PUBLIC NEED EXISTS FOR SUCH EASEMENT OR RIGHT-OF-WAY ~~an unimproved street right-of-way which has never been opened for public use, or access or utility tracts or easements previously dedicated or conveyed to the Town, may be abandoned in whole or in part~~, provided that adequate public access and municipal services within such ~~platted~~ area are preserved or relocated. ANY Town ~~ownership of~~ ACCESS EASEMENT OR right-of-way which has been improved or opened for public use may not be ~~relinquished~~ VACATED under this Subsection.

~~F.~~ H. Except ~~for abandonment~~ as authorized in Subsection ~~C.~~ F above, ANY Town ACCESS EASEMENT OR right-of-way WHICH HAS BEEN IMPROVED OR OPENED FOR PUBLIC USE shall be vacated in accordance with the ~~applicable statutory~~ process SET FORTH IN SECTION 43-2-301, ET SEQ., C.R.S.

I. ALL RIGHT-OF-WAY THAT HAS BEEN VACATED PURSUANT TO THIS SECTION SHALL BE DEEMED TO HAVE THE SAME ZONING AS THE ABUTTING LAND TO WHICH SUCH VACATED RIGHT-OF -WAY ACCRUES.

J. ANY UTILITY TRACT OR EASEMENT PREVIOUSLY DEDICATED OR CONVEYED TO THE TOWN MAY BE VACATED OR RELOCATED, IN WHOLE OR IN PART, BY ADMINISTRATIVE APPROVAL OF THE TOWN MANAGER , UPON A FINDING THAT THE EASEMENT IS NO LONGER NECESSARY FOR PRESENT

OR REASONABLY FORESEEABLE MUNICIPAL OR PUBLIC UTILITY PURPOSES; PROVIDED THAT NO SUCH VACATION OR RELOCATION SHALL OCCUR UNLESS ANY MUNICIPAL OR PUBLIC UTILITY FACILITIES ARE PRESERVED, PROTECTED, OR RELOCATED IN A MANNER ACCEPTABLE TO THE TOWN.

**Section 2.** **Amendment**. Section 14.02.050 of the Castle Rock Municipal Code is amended to read as follows:

14.02.050 - Lease of real property.

A. Except as provided in Subsection B, C, and D, below, the TERMS AND CONDITIONS OF ANY lease of any real property OWNED BY THE TOWN ~~for a term of less than one (1) year~~ shall be authorized by Town Council resolution ~~or at the option of the Town Council by ordinance. Any lease of real property interests for a term of greater than one (1) year shall be authorized and approved only by ordinance~~.

B. The lease of any real property owned by the Town for the placement of (i) micro facilities, or (ii) small cell facilities, all as defined in Chapter 17.60 of ~~the Castle Rock Municipal Code ("CRMC")~~ THIS CODE, may be authorized administratively by the Town Manager or his/her designee.

C. The lease of any real property owned by the Town for the placement of macro cell wireless communication facilities, as defined in Chapter 17.60 of ~~the CRMC~~ THIS CODE, ~~may be authorized by Town Council resolution. Provided, however, a macro facility~~ located on an existing structure, other than A ~~T~~ towers~~, as defined in Chapter 17.60 of the CRMC~~, may be authorized administratively by the Town Manager of his/her designee, pursuant to 17.60.060.B.1.c of ~~the CRMC~~ THIS CODE.

D. The lease of water rights ~~may be authorized by the Director of Castle Rock Water or his/her designee~~ in the amount of less than or equal to ten (10) acre feet and for a term not to exceed one (1) year MAY BE AUTHORIZED BY THE DIRECTOR OF CASTLE ROCK WATER OR HIS/HER DESIGNEE. At a minimum, the price for water leases shall be set at market value, but in no event less than three hundred dollars ($300.00) per acre foot. The cumulative amount of leases authorized pursuant to this subsection D. shall not exceed fifty (50) acre feet in any calendar year.

**Section 3.** **Severability.** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 4.** **Safety Clause.** The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this 6th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of 7 for and 0 against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING** this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
David L. Corliss, Town Manager

# ORDINANCE AMENDING THE CASTLE ROCK MUNICIPAL CODE (CRMC) REGARDING THE DISPOSITION AND LEASE OF REAL PROPERTY

TOWN COUNCIL
JANUARY 6, 2026

TOWN OF CASTLE ROCK COLORADO

# EXISTING LAWS REGARDING DISPOSITION OF TOWN-OWNED REAL PROPERTY

- CRMC Section 14.02.040.A provides that the Town Council may approve the disposition of real property so long as the disposition complies with Section 31-15-713 of the Colorado Revised Statutes (the “Real Property Statute”).
- As a home rule municipality, the Town of Castle Rock may supersede the provisions of the Real Property Statute by Charter or Ordinance passed pursuant to such Charter.
- Town staff recommends amending Section 14.02.040 to provide additional flexibility to the Town Council to act in the best interests of the Town and its residents.

# PROPOSED AMENDMENTS TO SECTION 14.02.040

- New Subsection 14.02.040.D will allow Town Council to approve an agreement to convey Town-owned real property in exchange for acquiring another parcel of real property by resolution.

- New Subsection 14.02.040.E will allow Town Council to approve an agreement to convey Town-owned real property to a nonprofit entity by resolution if:

    - The conveyance serves a public purpose and is in the best interests of the Town and its residents; and

    - The Town retains a right of reversion if the property is subsequently conveyed to a for profit entity or is no longer used for the purpose for which it was conveyed.

# PROPOSED AMENDMENTS TO SECTION 14.02.040

- Revised Subsection 14.02.040.G will allow the Town Manager to administratively vacate an access easement or unimproved right-of-way that has never been opened for public use if no public need exists for such easement or right-of-way.

- Revised Subsection 14.02.040.J will allow the Town Manager to administratively vacate or relocate any utility tract or easement if the tract or easement is no long necessary for municipal or public utility purposes.

- All right-of-way vacated pursuant to Section 14.02.040 shall have the same zoning as the abutting land to which the vacated right-of-way accrues.

# PROPOSED AMENDMENT TO SECTION 14.02.050

- Revised Subsection 14.02.050.A will simplify the process of leasing Town-owned property by allowing the Town Council to approve such leases by resolution, as opposed to ordinance.

# PROPOSED MOTIONS

**Approval:**
*"I move to approve Ordinance No. 2026-002 as introduced by title."*

**Alternate Motions:**
**Approval with Conditions**
*"I move to approve Ordinance No. 2026-002 as introduced by title, with the following condition(s):*

**Continue item to next hearing (need more information to make decision):**
*"I move to continue Ordinance No. 2026-002 to the Town Council meeting on _____, 2026."*

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 8. **File #:** RES 2026-005

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

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

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

**Resolution Approving the Second Amendment to the Infrastructure Development and Purchase Agreement Between the Town of Castle Rock, Acting by and Through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC**
*[Lost Creek area of Weld County, Colorado]*

## Executive Summary

Castle Rock Water (CRW) staff request Town Council approval of a Resolution (see ***Attachment A***) for the Second Amendment to the Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC (Tallgrass). This amendment (see **Exhibit 1)** is to extend the deadline outlined in section *2.10 Purchase Obligation* and section *5.10 Future Improvements Generally* for the Town and Tallgrass to reach an agreement on Phase 1B and Phase 2 of the project to July 1, 2026. The extension allows the Town and Tallgrass additional time to determine if progress can be made towards negotiating agreements for Phase 1B and Phase 2 of the project, as the originally identified scopes of work have changed. The deadline was previously extended to January 31, 2026 with the First Amendment. Please reference Resolution No. 2024-103 (**Attachment B**) for additional detail regarding the original agreement.

## Proposed Motion

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

Alternative Motions

*"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).*

*"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."*

## Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Agreement
Attachment B: Resolution 2024-103

# 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
Lauren Moore, Water Resources Manager

**Title**: **Resolution: Approving the Second Amendment to the Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Tallgrass Colorado Municipal Water, LLC.** *[Lost Creek area of Weld County, Colorado]*

---

## Executive Summary

Castle Rock Water (CRW) staff request Town Council approval of a Resolution (see ***Attachment A***) for the Second Amendment to the Infrastructure Development and Purchase Agreement and Water Lease Agreement between the Town of Castle Rock and Tallgrass Colorado Municipal Water, LLC (Tallgrass). This amendment (see **Exhibit 1)** is to extend the deadline outlined in section *2.10 Purchase Obligation* and section *5.10 Future Improvements Generally* for the Town and Tallgrass to reach an agreement on Phase 1B and Phase 2 of the project to July 1, 2026. The extension allows the Town and Tallgrass additional time to determine if progress can be made towards negotiating agreements for Phase 1B and Phase 2 of the project, as the originally identified scopes of work have changed. The deadline was previously extended to January 31, 2026 with the First Amendment. Please reference Resolution No. 2024-103 (**Attachment B**) for additional detail regarding the original agreement.

## Staff Recommendation

Staff recommend that Town Council approve the Second Amendment to the Infrastructure Development and Purchase Option Agreement between the Town of Castle Rock and Tallgrass Colorado Water, LLC.

## 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: Resolution 2024-103

**RESOLUTION NO. 2026-005**

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE, AND TALLGRASS COLORADO MUNICIPAL WATER, LLC**

**WHEREAS**, the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise (the "Town"), owns eleven groundwater wells in Weld County and the right to divert and use a decreed volume of 1,492 acre-feet of water in the Lost Creek Designated Basin and 770 acre-feet of water as part of the Rothe Recharge Project (the "Town Water Rights") that it desires to put to beneficial use; and

**WHEREAS**, Tallgrass Colorado Municipal Water LLC (the "Developer") is interested in constructing necessary infrastructure and connecting it to Developer's groundwater gathering and transmission system for the purpose of assisting the Town in accessing the Town Water Rights and to allow the Developer to lease the Town Water Rights for a certain period of time, prior to the Town using such water as part of its municipal water system (the "New Tallgrass Infrastructure"); and

**WHEREAS**, in furtherance of these objectives, the Town and the Developer have executed that certain Infrastructure Development and Purchase Agreement dated October 1, 2024 (the "Agreement"); and

**WHEREAS**, the Agreement provides for a three-phase approach in constructing the New Tallgrass Infrastructure, the first phase of which the Town will purchase if negotiations regarding the construction of the second and third phases prove unsuccessful; and

**WHEREAS**, since that time, the Town and the Developer have entered into the First Amendment to the Agreement to extend the time period in Section 2.10 for negotiating an agreement on completing the second and third phases of the New Tallgrass Infrastructure; and

**WHEREAS**, the Town and the Developer desire to enter into a Second Amendment to the Agreement to further extend the time period in Section 2.10 until July 1, 2026; and

**WHEREAS**, the Town Council finds that approving the Second Amendment to the Agreement for this purpose is in the best interests of the Town's water customers.

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

**Section 1.** **Approval**. The Second Amendment to the Infrastructure Development and Purchase Agreement between the Town and the Developer is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation

with the Town Attorney and the Director of Castle Rock Water. The Mayor and other proper Town officials are hereby authorized to execute these Agreements and any technical amendments thereto by and on behalf of the Town.

**PASSED, APPROVED AND ADOPTED** this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___ against.

| | |
|---|---|
| **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 of Castle Rock Water |

**SECOND AMENDMENT TO**
**INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT**

This Second Amendment to the Infrastructure Development and Purchase Agreement (this "2nd Amendment") is made and entered into effective January 20, 2026, by and between **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE**, a municipal political subdivision of the State of Colorado (the "Town") and **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company ("Developer") (Town and Developer individually referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, the Parties executed the Infrastructure Development and Purchase Agreement dated October 1, 2024 (the "Agreement").

WHEREAS, the Parties executed the First Amendment to the Infrastructure Development and Purchase Agreement dated September 22, 2025 (the "1st Amendment").

WHEREAS, the Parties desire to amend Sections 2.10 and 5.01 of the Agreement to extend the time period for the Parties to reach agreement on completing Phase 1B and Phase 2 of the Project.

NOW, THEREFORE, in consideration of the agreements, covenants, and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment to Section 2.10. Section 2.10 of the Agreement is hereby deleted and replaced in its entirety with the following:

> **2.10 Purchase Obligation.** As a material term for the Town's inducement to this Agreement, if the Town and Developer have not reached an agreement on completing Phase 1B and Phase 2 by July 1, 2026, the Town shall purchase all rights, title, and ownership interest in the assets procured, designed, and constructed pursuant to the Project, including, but not limited to, the assets owned by Developer and set forth in ***Exhibit 1*** and all easements or other real property rights obtained with respect to such assets, including the Easements assigned to Tallgrass in accordance with Section 2.03(a) above (collectively, the "Assets") for a total purchase price of Fifteen Million Dollars ($15,000,000.00) (the "Purchase Price"). To complete the purchase, the Town and Developer shall mutually agree upon a closing agent as well as date and time for closing and shall share the costs of closing equally. The Town shall have the right to inspect the Assets prior to closing and shall only be excused from closing on the purchase of the Assets if, in the Town's commercially reasonable judgment, the Assets materially deviate from the Town Specifications. At the time of closing, in addition to conveying all rights, title, and ownership interests of the Project and its Assets to the Town, free and clear of all liens, claims, or encumbrances, the Developer agrees to provide the following in exchange for the purchase price:
>
> **(a)** The complete Plans for the Project.
>
> **(b)** "As-built" AutoCAD file and PDF file.
>
> **(c)** All access or easement rights obtained by Developer for the Project, including the Easements described in Section 2.3(a).
>
> **(d)** Any and all permits or approvals obtained as part of the Project.

**(e)** All warranties for the Project of any and all nature.

2. Amendment to Section 5.01. Section 5.01 of the Agreement is hereby deleted and replaced in its entirety with the following:

> **5.01 Future Improvements Generally.** The Parties are interested in pursuing possible additional agreements related to Phase 1B and Phase 2. As part of the consideration for this 2nd Amendment, the Parties mutually agree to negotiate in good faith to determine if an agreement can be reached for the completion of Phase 1B and Phase 2. The Parties accept and acknowledge that the Town may not be able to determine the scope of Phase 1B and Phase 2 and/or to determine if an agreement can be reached for the completion of Phase 1B and Phase 2 by July 1, 2026. Nevertheless, the Parties are willing to execute this 2nd Amendment. Except as expressly provided herein, the failure of the Parties to enter into an agreement on Phase 1B and Phase 2 shall not have any effect on the terms and obligations contained in this Agreement.

3. Meaning of Capitalized Terms. Capitalized terms used in this 2nd Amendment, but not defined herein, shall have the meaning set forth in the Agreement.

4. Full Force and Effect. The Parties hereby acknowledge and agree that, except as expressly modified in Sections 1 and 2 of this 2nd Amendment, all the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

5. Entire Agreement. This 2nd Amendment, together with the Agreement, embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this 2nd Amendment and the Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

6. Execution Authority. 2nd Amendment has been duly authorized and executed by the Parties, and each Party has full power and authority to consummate the aspects of the transaction for which they are responsible, and the person executing this 2nd Amendment is fully authorized to do so and has the power to bind the Party for which they are signing.

IN WITNESS WHEREOF, the Parties have executed this 2nd Amendment as of the date first written above.

[Signature Pages Follow]

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney
Water

**Approved as to Content:**

_____
Mark Marlowe, Director of Castle Rock

COUNTY OF DOUGLAS )
) ss.
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this_____ day of January, 2026, by Lisa Anderson a
Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: _____.

(Seal)

_____
Notary Public

**DEVELOPER**:

TALLGRASS COLORADO MUNICIPAL WATER, LLC

By: _____
Mark Ritchie, Segment President - Commercial Operations (Water)

COUNTY OF JEFFERSON )
) ss.
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this_____ day of January, 2026, by Mark Ritchie, Segment President - Commercial Operations (Water) for Tallgrass Colorado Municipal Water, LLC, a Delaware limited liability company.

Witness my official hand and seal.
My commission expires: _____.

(Seal)

_____
Notary Public

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# FIRST AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AND PURCHASE AGREEMENT

This First Amendment to the Infrastructure Development and Purchase Agreement (this "1st Amendment") is made and entered into effective September 16, 2025, by and between **TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE**, a municipal political subdivision of the State of Colorado (the "Town") and **TALLGRASS COLORADO MUNICIPAL WATER, LLC**, a Delaware limited liability company ("Developer") (Town and Developer individually referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, the Parties executed the Infrastructure Development and Purchase Agreement dated October 1, 2024 (the "Agreement").

WHEREAS, the Parties desire to amend Section 2.10 of the Agreement to extend the time period for the Parties to reach agreement on completing Phase 1B and Phase 2 of the Project.

NOW, THEREFORE, in consideration of the agreements, covenants, and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment to Section 2.10. Section 2.10 of the Agreement is hereby deleted and replaced in its entirety with the following:

> **2.10 Purchase Obligation.** As a material term for the Town's inducement to this Agreement, if the Town and Developer have not reached an agreement on completing Phase 1B and Phase 2 by January 31, 2026, the Town shall purchase all rights, title, and ownership interest in the assets procured, designed, and constructed pursuant to the Project, including, but not limited to, the assets owned by Developer and set forth in ***Exhibit 1*** and all easements or other real property rights obtained with respect to such assets, including the Easements assigned to Tallgrass in accordance with Section 2.03(a) above (collectively, the "Assets") for a total purchase price of Fifteen Million Dollars ($15,000,000.00) (the "Purchase Price"). To complete the purchase, the Town and Developer shall mutually agree upon a closing agent as well as date and time for closing and shall share the costs of closing equally. The Town shall have the right to inspect the Assets prior to closing and shall only be excused from closing on the purchase of the Assets if, in the Town's commercially reasonable judgment, the Assets materially deviate from the Town Specifications. At the time of closing, in addition to conveying all rights, title, and ownership interests of the Project and its Assets to the Town, free and clear of all liens, claims, or encumbrances, the Developer agrees to provide the following in exchange for the purchase price:
>
> **(a)** The complete Plans for the Project.
>
> **(b)** "As-built" AutoCAD file and PDF file.
>
> **(c)** All access or easement rights obtained by Developer for the Project, including the Easements described in Section 2.3(a).
>
> **(d)** Any and all permits or approvals obtained as part of the Project.
>
> **(e)** All warranties for the Project of any and all nature.

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2. Meaning of Capitalized Terms. Capitalized terms used in this 1st Amendment, but not defined herein, shall have the meaning set forth in the Agreement.

3. Full Force and Effect. The Parties hereby acknowledge and agree that, except as expressly modified in Section 1 of this 1st Amendment, all the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

4. Entire Agreement. This 1st Amendment, together with the Agreement, embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this 1st Amendment and the Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

5. Execution Authority. This 1st Amendment has been duly authorized and executed by the Parties, and each Party has full power and authority to consummate the aspects of the transaction for which they are responsible, and the person executing this 1st Amendment is fully authorized to do so and has the power to bind the Party for which they are signing.

IN WITNESS WHEREOF, the Parties have executed this 1st Amendment as of the date first written above.

[Signature Pages Follow]

DS

**ATTEST:**

DocuSigned by:
298A8A4EDEE34AF...
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

DocuSigned by:
A7938A42F3A848A...
Jason Gray, Mayor

**Approved as to form:**

DocuSigned by:
57347F32A6794D1...
Michael J. Hyman, Town Attorney

**Approved as to Content:**

Signed by:
FEA6D2E651B241D...
Mark Marlowe, Director of Castle Rock Water

COUNTY OF DOUGLAS )
) ss.
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 18th day of September, 2025, by Lisa Anderson as Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: 9/30/2028.

DS

(Seal)

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2028

DocuSigned by:
1225943...
Notary Public

DAN#20084033388-625755

**DEVELOPER**:

TALLGRASS COLORADO MUNICIPAL WATER, LLC

By: 
Mark Ritchie, Segment President - Commercial Operations (Water)

COUNTY OF JEFFERSON )
) ss.
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this 22nd day of September, 2025, by Mark Ritchie, Segment President - Commercial Operations (Water) for Tallgrass Colorado Municipal Water, LLC, a Delaware limited liability company.

Witness my official hand and seal.
My commission expires: 02/02/27.

(Seal)

DAWNELLE MITCHELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234004344
MY COMMISSION EXPIRES FEBRUARY 2, 2027


Notary Public

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# EXHIBIT 1

(Phase 1A Detail and Specifications)

## Project Summary

Bi-directional system designed to deliver non-potable freshwater from Castle Rock's Lost Creek Wells to Tallgrass Water's Front Range Well Gathering system at a rate of 2,780 gpm. The design consists of 11 rehabilitated irrigation wells and a 9.2-mile HDPE pipeline gathering system with a combination of 12", 20", and 28" diameter pipe. The Project is designed to accommodate Phase 1B and Phase 2 expansion and to comply with Town of Castle Rock 2018 Criteria Manual, Water System Design, dated December 4, 2018 and Town of Castle Rock Construction Methodology and Materials Manual, dated September 14, 2012; provided, however, that the compaction requirements set forth in such manuals shall not apply to the Project and Developer shall comply with the non-structural industry-standard compaction rate of 86%.

## Summary of Materials

## Gathering Pipeline Installations

- High Density Polyethylene (HDPE) Pipe
  - 12" DR 13.5 IPS Pipe 31,300 ft
    - Maximum Allowed Operating Pressure – 160 psi
      - Pressure based on a water temperature of 72 degF
  - 20" DR 13.5 IPS Pipe 4,900 ft
    - Maximum Allowed Operating Pressure – 160 psi
      - Pressure based on a water temperature of 72 degF
  - 28" DR 13.5 IPS Pipe 10,950 ft
    - Maximum Allowed Operating Pressure – 160 psi
      - Pressure based on a water temperature of 72 degF
  - Pipeline gathering system designed to transport of total volume of 5,000 acre feet.
- Air Vacuum Breakers
  - Quantity, design and location to be determined when agreed upon land easements for pipeline location are finalized.
- Mainline Isolation Valves
  - Carbon Steel 12" Gate Valves (subgrade)
  - Carbon Steel 20" Gate Valves (subgrade)
  - Carbon Steel 28" Gate Valves (subgrade)
  - Quantity, design and location to be determined when agreed upon land easements for pipeline location are finalized.
  - All subgrade valves to be accessed via valve cans
- Tracer Wire
  - Regency Wire and Cable - Blue – AWG 10 Solid Strand Copper – Nominal OD of 0.192 in
  - Pro-Line's Detectable Marking Tape - consists of a minimum 5.0 mil overall thickness. Construction is 0.8 mil clear virgin polypropylene film, reverse printed

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and laminated to a 0.35 solid aluminum foil core and then laminated to a 3.75 mil clear virgin polyethylene film.

**Well 8533**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
  - 28-inch borehole — 110 feet
  - Centrilizers — Qty 3
  - 14” #304 Wire Wrapped SS Screen — 30 feet
  - 14" x .375" Plain Steel Casing — 82 feet
  - 14” x .375” Plain Steel Sump — 5 feet
  - Silica Sand Filter Pack — 82 feet
  - Cement Grout — 18 feet minimum
  - 4” Steel Gravel Tube — 21 feet
  - 14” x 4” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 150S150-7 Pump End
  - Hitachi 15 HP 6-inch 230v Pump Motor
  - Design Pressure (at surface): 50 psi
  - Design Rate: 160 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161

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  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna
    - Proxicast ANT-127-05M – Qty 2
  - Verizon VSAT
    - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
  - Remote Programmable Smart RTUs
    - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
  - Warren Carbon Steel 4” Lift Check Valves – Qty 1
  - Warren Carbon Steel 6” Gate Valve – Qty 1
  - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
  - Warren Carbon Steel 1” Ball Valve
  - Piping/Instruments Insulation
    - Johns Manville – 1.5” MicroLok Fiberglass Insulation
    - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
  - Heat Trace
    - Thermon BSX Self-Regulating Heat Tracing
    - Thermon Terminator - Heating Cable Termination Kits

**Well 8534**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
  - 28-inch borehole 100 feet
  - Centrilizers Qty 3
  - 14” #304 Wire Wrapped SS Screen 30 feet
  - 14" x .375" Plain Steel Casing 67 feet

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  - 14” x .375” Plain Steel Sump 5 feet
  - Silica Sand Filter Pack 80 feet
  - Cement Grout 18 feet minimum
  - 4” Steel Gravel Tube 21 feet
  - 14” x 4” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 150S150-7 Pump End
  - Hitachi 15 HP 6-inch 230v Pump Motor
  - Design Pressure (at surface): 50 psi
  - Design Rate: 160 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

**Well 8535**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 110 feet
    - Centrilizers Qty 3
    - 14” #304 Wire Wrapped SS Screen 30 feet
    - 14" x .375" Plain Steel Casing 77 feet
    - 14” x .375” Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 82 feet
    - Cement Grout 18 feet minimum
    - 4” Steel Gravel Tube 21 feet
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 230S150-5B Pump End
    - Hitachi 15 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 50 psi
    - Design Rate: 180 gpm

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna
    - Proxicast ANT-127-05M – Qty 2
  - Verizon VSAT

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4" Lift Check Valves – Qty 1
    - Warren Carbon Steel 6" Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1" Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5" MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

**Well 12123**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 170 feet
    - Centrilizers Qty 4
    - 14" #304 Wire Wrapped SS Screen 40 feet
    - 14" x .375" Plain Steel Casing 132 feet
    - 14" x .375" Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 150 feet
    - Cement Grout 18 feet minimum
    - 14" x 4" x 5' pitless assembly
- Submersible Pump
    - Grundfos 230S250-8 Pump End
    - Hitachi 25 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 95 psi
    - Design Rate: 300 gpm
- Measurement Instrumentation
    - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
    - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
    - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
    - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
    - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
    - Cabinet Enclosure
        - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

        - 60”x48”x16”
        - NEMA 3R
    - Circuit breaker, PowerPacT J
        - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
    - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
    - Allen-Bradley Compact Logix analog input module, #1769-IF8
    - Allen-Bradley Compact Logix end cap, #1769-ECR
    - Maple Systems, HMI Touchscreen, #HMI5043LBv2
    - Real Time Automation Gateway, #460ETCMM-NNA1
    - Square D, 10A Circuit Breaker, #QOU-110
    - Phoenix TRIO-UPS Power Supply, #2907161
    - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
    - Phoenix, Surge Protector, #PLT-SEC-T3
    - Kooltronics Air Conditioner
- Communications and Networking
    - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
    - Modem
        - Cradlepoint R920 - Qty 2
    - Router
        - Cisco IR1101 – Qty 2
    - Switch
        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

**Well 12124**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 170 feet
    - Centrilizers Qty 4
    - 14” #304 Wire Wrapped SS Screen 40 feet
    - 14" x .375" Plain Steel Casing 132 feet
    - 14” x .375” Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 150 feet
    - Cement Grout 18 feet minimum
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 230S250-8 Pump End
    - Hitachi 25 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 95 psi
    - Design Rate: 200 gpm
- Measurement Instrumentation
    - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
    - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
    - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
    - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
    - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
    - Cabinet Enclosure
        - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
        - 60”x48”x16”
        - NEMA 3R
    - Circuit breaker, PowerPacT J
        - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
    - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
    - Allen-Bradley Compact Logix analog input module, #1769-IF8
    - Allen-Bradley Compact Logix end cap, #1769-ECR
    - Maple Systems, HMI Touchscreen, #HMI5043LBv2
    - Real Time Automation Gateway, #460ETCMM-NNA1

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

    - Square D, 10A Circuit Breaker, #QOU-110
    - Phoenix TRIO-UPS Power Supply, #2907161
    - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
    - Phoenix, Surge Protector, #PLT-SEC-T3
    - Kooltronics Air Conditioner
- Communications and Networking
    - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
    - Modem
        - Cradlepoint R920 - Qty 2
    - Router
        - Cisco IR1101 – Qty 2
    - Switch
        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

**Well 14860**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 165 feet
    - Centrilizers Qty 4

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

  - 14” #304 Wire Wrapped SS Screen 40 feet
  - 14" x .375" Plain Steel Casing 121 feet
  - 14” x .375” Plain Steel Sump 5 feet
  - Silica Sand Filter Pack 145 feet
  - Cement Grout 18 feet minimum
  - 4” Steel Gravel Tube 21 feet
  - 14” x 4” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 150S200-9 Pump End
  - Hitachi 20 HP 6-inch 230v Pump Motor
  - Design Pressure (at surface): 90 psi
  - Design Rate: 140 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

        - Cisco IR1101 – Qty 2
    - Switch
        - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
    - LMR195 3' SMA to N
        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
    - 4G MIMO Antenna
        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
    - Warren Carbon Steel 6” Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5” MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

**Well 31526**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 150 feet
    - Centrilizers Qty 3
    - 14” #304 Wire Wrapped SS Screen 40 feet
    - 14" x .375" Plain Steel Casing 107 feet
    - 14” x .375” Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 130 feet
    - Cement Grout 18 feet minimum
    - 4” Steel Gravel Tube 21 feet
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 300S30-9B Pump End
    - Hitachi 30 HP 6-inch 230v Pump Motor

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

  - Design Pressure (at surface): 110 psi
  - Design Rate: 270 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
        - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
    - Remote Programmable Smart RTUs
        - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
    - Warren Carbon Steel 4" Lift Check Valves – Qty 1
    - Warren Carbon Steel 6" Gate Valve – Qty 1
    - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
    - Warren Carbon Steel 1" Ball Valve
    - Piping/Instruments Insulation
        - Johns Manville – 1.5" MicroLok Fiberglass Insulation
        - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

**Well 31527**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
    - 28-inch borehole 150 feet
    - Centrilizers Qty 3
    - 14" #304 Wire Wrapped SS Screen 40 feet
    - 14" x .375" Plain Steel Casing 107 feet
    - 14" x .375" Plain Steel Sump 5 feet
    - Silica Sand Filter Pack 130 feet
    - Cement Grout 18 feet minimum
    - 4" Steel Gravel Tube 21 feet
    - 14" x 4" x 5' pitless assembly
- Submersible Pump
    - Grundfos 230S300-9Pump End
    - Hitachi 30 HP 6-inch 230v Pump Motor
    - Design Pressure (at surface): 105 psi
    - Design Rate: 260 gpm
- Measurement Instrumentation
    - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 2 inch (DN50)
    - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
    - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
    - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
    - Allen Bradley Powerflex 753 Series

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
  - Allen-Bradley Compact Logix end cap, #1769-ECR
  - Maple Systems, HMI Touchscreen, #HMI5043LBv2
  - Real Time Automation Gateway, #460ETCMM-NNA1
  - Square D, 10A Circuit Breaker, #QOU-110
  - Phoenix TRIO-UPS Power Supply, #2907161
  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
- Communications and Networking
  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
  - Switch
    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
  - LMR195 3' SMA to N
    - Proxicast ANT-140-020 - Qty 4
  - LMR400 25' N to N
    - Proxicast ANT-180-401- Qty 4
  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
  - 4G MIMO Antenna
    - Proxicast ANT-127-05M – Qty 2
  - Verizon VSAT
    - iDirect ASM1200 1.2M Antenna with De-Ice – Qty 1
  - Remote Programmable Smart RTUs
    - Schneider Electric SCADAPack 479-474 – Qty 1
- Surface Mechanical Installations
  - Warren Carbon Steel 4” Lift Check Valves – Qty 1
  - Warren Carbon Steel 6” Gate Valve – Qty 1
  - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
  - Warren Carbon Steel 1” Ball Valve

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

  - Piping/Instruments Insulation
    - Johns Manville – 1.5” MicroLok Fiberglass Insulation
    - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
  - Heat Trace
    - Thermon BSX Self-Regulating Heat Tracing
    - Thermon Terminator - Heating Cable Termination Kits

**Well 31542**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
  - 28-inch borehole 170 feet
  - Centrilizers Qty 3
  - 14” #304 Wire Wrapped SS Screen 40 feet
  - 14" x .375" Plain Steel Casing 132 feet
  - 14” x .375” Plain Steel Sump 5 feet
  - Silica Sand Filter Pack 150 feet
  - Cement Grout 18 feet minimum
  - 4” Steel Gravel Tube 21 feet
  - 14” x 4” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 385S400-6B Pump End
  - Hitachi 40 HP 6-inch 460v Pump Motor
  - Design Pressure (at surface): 100 psi
  - Design Rate: 360 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 3 inch (DN80)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8

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  - Phoenix, UPS Battery, #UPS-BAT-PB-24DC-7AH
  - Phoenix, Surge Protector, #PLT-SEC-T3
  - Kooltronics Air Conditioner
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  - NEMA 4 Cabinet (30”x16”x12”) Communications Cabinet
  - Modem
    - Cradlepoint R920 - Qty 2
  - Router
    - Cisco IR1101 – Qty 2
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    - Cisco IE3100 (8 or 18 port depending on site requirements) – Qty 1
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  - LMR400 25' N to N
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  - Lightning Arrestor
    - Proxicast ANT-211-002 – Qty 4
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    - Proxicast ANT-127-05M – Qty 2
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    - Schneider Electric SCADAPack 479-474 – Qty 1
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  - Warren Carbon Steel 4” Lift Check Valves – Qty 1
  - Warren Carbon Steel 6” Gate Valve – Qty 1
  - Warren Carbon Steel Pressure Vacuum Breaker – Qty 1
  - Warren Carbon Steel 1” Ball Valve
  - Piping/Instruments Insulation
    - Johns Manville – 1.5” MicroLok Fiberglass Insulation
    - Alpha Maritex Style 1700-S Fiberglass Insulation Coated with Dry Silicone Rubber
  - Heat Trace
    - Thermon BSX Self-Regulating Heat Tracing
    - Thermon Terminator - Heating Cable Termination Kits

Docusign Envelope ID: 35D5D00E-067C-47ED-9A0C-A5B9A550ADAB

**Well 31640**

- Well Drilling and Completion (well design to be finalized by licensed engineer or geologist based on test hole results)
  - 28-inch borehole 175 feet
  - Centrilizers Qty 3
  - 14” #304 Wire Wrapped SS Screen 40 feet
  - 14" x .375" Plain Steel Casing 132 feet
  - 14” x .375” Plain Steel Sump 5 feet
  - Silica Sand Filter Pack 155 feet
  - Cement Grout 18 feet minimum
  - 4” Steel Gravel Tube 21 feet
  - 14” x 6” x 5’ pitless assembly
- Submersible Pump
  - Grundfos 7CHC - 4 Stage Pump End
  - Hitachi 75 HP 8-inch 460v Pump Motor
  - Design Pressure (at surface): 95 psi
  - Design Rate: 550 gpm
- Measurement Instrumentation
  - Emerson Rosemount 8705 Flanged Magnetic Flow Meter Sensor, 3 inch (DN80)
  - Emerson Rosemount 8732E Magnetic Flow Meter Transmitter (for 8705 Flow Meter)
  - Emerson Rosemount 2088 Gage and Absolute Pressure Transmitter
  - Emerson Rosemount 306 In-Line Manifold (for 2088 Pressure Transmitter)
- VFD
  - Allen Bradley Powerflex 753 Series
- PLC & Controls Cabinet
  - Cabinet Enclosure
    - Saginaw EL Enclosure, #SCE-42EL3012LP & Back Panel #SCE-42P30
    - 60”x48”x16”
    - NEMA 3R
  - Circuit breaker, PowerPacT J
    - 250A, 3 pole, 600VAC, 14kA, lugs, Thermal-Magnetic trip, 80% Continuous Current Rating
  - Allen-Bradley Compact Logix controller, #1769L27ERM-QBFC-1B
  - Allen-Bradley Compact Logix analog input module, #1769-IF8
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        - Proxicast ANT-140-020 - Qty 4
    - LMR400 25' N to N
        - Proxicast ANT-180-401- Qty 4
    - Lightning Arrestor
        - Proxicast ANT-211-002 – Qty 4
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        - Proxicast ANT-127-05M – Qty 2
    - Verizon VSAT
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    - Remote Programmable Smart RTUs
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- Surface Mechanical Installations
    - Warren Carbon Steel 4” Lift Check Valves – Qty 1
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    - Warren Carbon Steel 1” Ball Valve
    - Piping/Instruments Insulation
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    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

**Well 31643**

- Well Completions
    - 14” x 4” x 5’ pitless assembly
- Submersible Pump
    - Grundfos 230250-8Pump End
    - Hitachi 25 HP 6-inch 460v Pump Motor
    - Design Pressure (at surface): 90 psi
    - Design Rate: 200 gpm
- Measurement Instrumentation

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    - Heat Trace
        - Thermon BSX Self-Regulating Heat Tracing
        - Thermon Terminator - Heating Cable Termination Kits

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 9. **File #:** MIN 2026-002

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

**From:** Lisa Anderson, Town Clerk

**Minutes: January 6, 2026 Town Council Meeting**

### Executive Summary

Attached are minutes from the January 6, 2026, Town Council meeting for review and approval.

# Town Council
# Meeting Minutes - Draft

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

**Tuesday, January 6, 2026** **6:00 PM** **Town Hall Council Chambers**
**100 North Wilcox Street**
**Castle Rock, CO 80104**
**www.CRgov.com/CouncilMeeting**

*This meeting is open to the public. All times indicated on the agenda are approximate. Town Council Meetings are also streamed online in real time at www.CRgov.com/WatchCouncil, and are broadcast for Comcast Cable subscribers on Channel 22 (please note there is a delay to the broadcast). Public Comments may also be submitted in writing online at www.CRgov.com/CouncilComments by 1:00 p.m. January 6, 2026, to be included in the public record. If you are unable to access any portion of these materials due to a disability as defined under Colorado House Bill 21-1110, please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at www.CRgov.com/A11yRequest*

## COUNCIL DINNER & INFORMAL DISCUSSION

## INVOCATION

Mayor Gray provided the Invocation.

## CALL TO ORDER / ROLL CALL

**Present:** 7 - Mayor Gray, Mayor Pro Tem Cavey, Councilmember Hollingshead, Councilmember Bracken, Councilmember Davis, Councilmember Brooks, Councilmember Dietz

## PLEDGE OF ALLEGIANCE

## COUNCIL COMMENTS

Mayor and Councilmembers wished everyone a Happy New Year.

Councilmember Davis requested a conversation about construction sites.

APPT 2026-001 **Appointment: Castle Rock Water Commission**

**Yes:** 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

## UNSCHEDULED PUBLIC APPEARANCES

No public comment.

## TOWN MANAGER'S REPORT

ID 2026-001 **Update: Calendar Reminders**

David Corliss, Town Manager, provided an update on Calendar items.

ID 2026-002 **Update: 2026 Major Projects List**

ID 2026-003 **Development Services Project Updates**

Tara Vargish, Development Services Director, provided an update.

ID 2026-004 **Update: Quasi-Judicial Projects**

## TOWN ATTORNEY'S REPORT

No report.

## MUNICIPAL JUDGE'S REPORT

Judge Thrower provided his report.

Councilmember Brooks voiced his disappointment with the recent Colorado Supreme Court ruling and they want to see if they can put the power back where it should be.

Judge Thrower stated he will comply with what the current law is.

Councilmember Dietz asked if we have a lot of repeat offenders.

Judge Thrower stated they try to impose sentences that are evidence based to encourage them not to re-offend. He feels it is not a large number.

Councilmember Brooks clarified the case they are referring to is that no municipality can impose penalties beyond what the state deems appropriate.

Councilmember Dietz relayed that the Supreme Court is appointed by the Governor.

## ACCEPTANCE OF AGENDA

**Moved by Councilmember Bracken, seconded by Councilmember Dietz, to Approve the Agenda as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, Cavey, Hollingshead, Bracken, Brooks, Dietz, Davis

## CONSENT CALENDAR

**Moved by Councilmember Brooks requested RES 2026-001 be removed from the Consent Calendar.**

**Moved by Councilmember Brooks, seconded by Councilmember Davis, to Approve Resolution 2026-002 and MIN 2026-001 as presented. The motion passed by a vote of:**

**Yes:** 7 - Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz, Gray

RES 2026-001 **Resolution Reappointing David J. Thrower as the Presiding Judge of the Town of Castle Rock Municipal Court and Approving a Service Contract**

Councilmember Brooks requested this be voted on separately to give Council an opportunity to comment. He is very much in support of approving the Resolution.

Councilmember Bracken appreciates his time and efforts.

Councilmember Hollingshead received positive feedback about Judge Thrower.

**Moved by Councilmember Brooks, seconded by Councilmember Hollingshead, to Approve Resolution RES 2026-001 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

RES 2026-002 **Resolution Appointing Substitute Judges for the Town of Castle Rock Municipal Court**

MIN 2026-001 **Minutes: December 16, 2025 Town Council Meeting**

## QUASI JUDICIAL HEARINGS

Mayor Gray confirmed there is no conflict of interest and the item was properly noticed.

ORD 2026-001 **Ordinance Amending the Town of Castle Rock's Zone District Map by Approving Amendment No. 7 to the Crystal Valley Ranch Planned Development Plan and Zoning Regulations (First Reading)** *[located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road]*

Tara Vargish, Director of Development Services, presented the item.

Mayor Pro Tem Cavey confirmed this would lose space in Rhyolite Park. She asked if the developer made any accommodations so they don't have to do that. Vargish stated the developer did agree to the swap to allow a larger buffer on the east side and did not reduce the number of homes.

Councilmember Davis confirmed there would be another access through the Rhyolite Park parking lot. Davis asked if the entrance could be widened. Vargish stated they will look at that when they review the site development plan.

Citizens that addressed Council:

Susan McAfee is a resident in Crystal Valley. She feels the staff did not provide all the information to the Planning Commission and there weren't sufficient neighborhood meetings.

Mayor Pro Tem Cavey feels there has been no compromise from this developer.

Councilmember Dietz feels the developer should bring the town the $500,000 and adjust their plan on the west side for a bigger buffer.

Councilmember Bracken asked what the impact fee is. Vargish stated Council approved a memorandum of understanding to approve this. Bracken asked if amendment 7 doesn't pass, the residents could possibly lose the buffer. Bracken asked if it is appropriate to go back to the developer. Vargish stated she will need to review the MOU. Mike Hyman, Town Attorney, stated the Town has already approved the MOU. Vargish stated multi-family is allowed, but they are only proposing single family. Councilmember Davis stated if they vote no, the developer could go back to the allowable units without the additional buffer. Bracken confirmed they risk losing the space. Councilmember Dietz feels all we

can do is ask.

**Moved by Mayor Gray, seconded by Councilmember Hollingshead, to Approve Quasi-Judicial Ordinance ORD 2026-001 as presented. The motion passed by a vote of:**

**Yes:** 4 - Hollingshead, Gray, Bracken, Brooks

**No:** 3 - Cavey, Davis, Dietz

## ADVERTISED PUBLIC HEARINGS & DISCUSSION ACTION ITEMS

RES 2026-003 **Resolution Finding that the Petition for Annexation Submitted by the Diocese of Colorado Springs is in Substantial Compliance with Article II, Section 30(1)(B) of the Colorado Constitution and Section 31-12-107(1), C.R.S.; and Setting a Date, Time and Place for the Hearing Prescribed Under Section 31-12-108, C.R.S. to Determine if the Subject Property is Eligible for Annexation Under Article II, Section 30 of the Colorado Constitution and Sections 31-12-104 and 31-12-105, C.R.S. (St. Francis of Assisi Catholic Church Annexation)**

Tara Vargish, Director of Development Services, presented the item.

**Moved by Councilmember Davis, seconded by Councilmember Dietz, to Approve Resolution RES 2026-003 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

RES 2026-004 **Resolution Approving the Purchase and Sale Agreement Between the Guardian Angel Trust and the Town of Castle Rock for the Lost Canyon Ranch** *(35-acre inholding)*

Jeff Brauer, Director of Parks and Recreation, presented the item.

No public comment.

**Moved by Councilmember Brooks, seconded by Mayor Pro Tem Cavey, to Approve Resolution RES 2026-004 as presented. The motion passed by a vote of:**

**Yes:** 7 - Cavey, Hollingshead, Bracken, Davis, Brooks, Gray, Dietz

ORD 2026-002 **Ordinance Amending Sections 14.02.040 and 14.02.050 of the Castle Rock Municipal Code Regarding the Disposition and Lease of Real Property Owned by the Town (First Reading)**

Mike Hyman, Town Attorney, presented the item.

No public comment.

**Moved by Mayor Pro Tem Cavey, seconded by Councilmember Hollingshead, to Approve Ordinance ORD 2026-002 as presented. The motion passed by a vote of:**

**Yes:** 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

## ADDITIONAL UNSCHEDULED PUBLIC APPEARANCES

None.

## ADJOURN

**Moved by Councilmember Bracken, seconded by Councilmember Hollingshead, to Adjourn. The motion passed by a vote of:**

**Yes:** 7 - Gray, Cavey, Hollingshead, Bracken, Davis, Brooks, Dietz

Meeting adjoured at 7:17 pm.

Submitted by Lisa Anderson, Town Clerk

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 10. **File #:** ORD 2026-001

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

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

**From:** Tara Vargish, P.E., Director, Development Services Department
Sandy Vossler, Senior Planner, Development Services Department

**Ordinance Amending the Town of Castle Rock's Zone District Map by Approving Amendment No. 7 to the Crystal Valley Ranch Planned Development Plan and Zoning Regulations (Second Reading - Approved on First Reading on January 6, 2026, by a vote of 4-3)** *[located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road]*

## Executive Summary

The Ordinance was approved on first reading on January 6, 2026, with a vote of 4 in favor, and 3 opposed, with no changes.

The property subject to the amendment is located north of Crystal Valley Parkway, and east of Rhyolite Park within the Crystal Valley Ranch Planned Development (PD) (Attachment A and Figure 1). This proposed rezoning will allow a shift of the developable area of Planning Area (PA) 3A to the west by approximately 45 feet and will widen the buffer to the adjacent neighborhood. The Town is processing this amendment in compliance with conditions of a land swap outlined in a Memorandum of Understanding (MOU), recently approved by Town Council. Per the MOU, the Town will convey a 45-foot-wide strip of land (0.915 ac.) to the developer and rezone it from Public Land to residential (R-MF-24). In turn, the developer will designate 0.915 ac. of land along the east boundary of PA 3A, rezoned to Public Land, to increase the buffer between the new and existing neighborhoods (Attachment B). There are no changes to the permitted uses and development standards applicable to PA 3A. Under the amendment the overall Public Land acreage and the developable acreage of PA 3A remains the same.

At a public hearing held December 11, 2025, Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment 7.

## Budget Impact

Development of the property will generate review and impact fees, along with use taxes for

commercial development.

## Recommendation

The Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7, as proposed.

## Proposed Motion

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

## Attachments

Attachment A: Vicinity Map
Attachment B: Ordinance
Attachment C: PD Plan
Attachment D: Resolution and MOU from October 21, 2025
Attachment E: Staff Report from October 21, 2025

Meeting Date: January 20, 2026

# AGENDA MEMORANDUM

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

**Thru:** Dave Corliss, Town Manager

**From:** Tara Vargish, P.E., Director, Development Services Department
Sandy Vossler, Senior Planner, Development Services Department

**Title**: **Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7** *(located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road)*

## Executive Summary

The Ordinance was approved on first reading on January 6, 2026, with a vote of 4 in favor, and 3 opposed, with no changes.



Figure 1: Vicinity Map

The property subject to the amendment is located north of Crystal Valley Parkway, and east of Rhyolite Park within the Crystal Valley Ranch Planned Development (PD) (Attachment A and Figure 1). This proposed rezoning will allow a shift of the developable area of Planning Area (PA) 3A to the west by approximately 45 feet and will widen the buffer to the adjacent neighborhood. The Town is processing this amendment in compliance with conditions of a land swap outlined in a Memorandum of Understanding (MOU), recently approved by Town Council. Per the MOU, the Town will convey a 45-foot-wide strip of land (0.915 ac.) to the developer and rezone it from Public Land to residential (R-MF-24). In turn, the developer will designate 0.915 ac. of land along the east boundary of PA 3A, rezoned to Public Land, to increase the buffer between the new and existing neighborhoods (Attachment B). There are no changes to the permitted uses and development standards applicable to PA 3A. Under the amendment the overall Public Land acreage and the developable acreage of PA 3A remains the same.

At a public hearing held December 11, 2025, Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment 7.

## Background

The properties subject to the proposed rezoning include Crystal Valley Ranch Filing 14, Block 2, Lot 1 (PA 3A) and a 45-foot-wide strip of land (0.915 ac.) located along the east side of the Rhyolite Park (Attachment C and Figure 2, highlighted in red). Rhyolite Park was annexed and zoned Public Land in 2001. Planning Areas 3A and 3 were annexed in 2006 and zoned for residential development (R-MF-24) within Crystal Valley Ranch Major PD Amendment No. 3 in 2007.

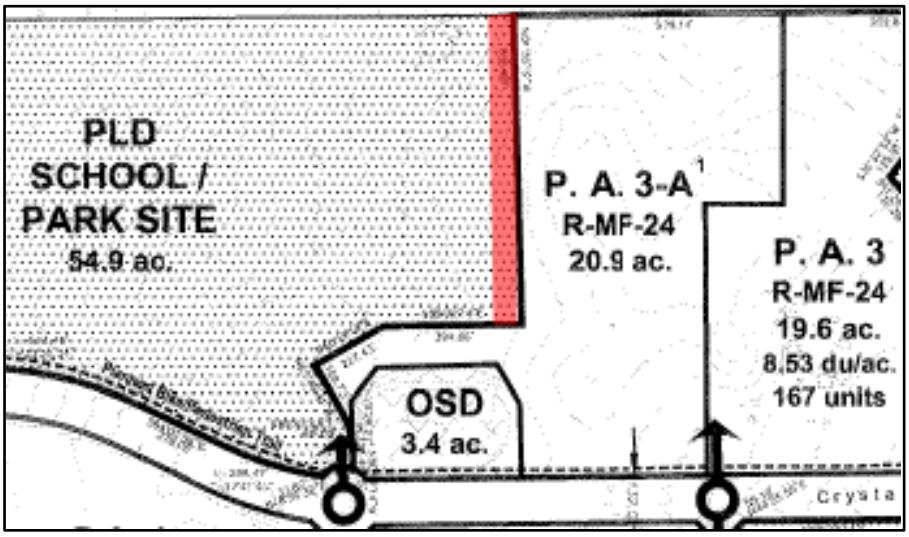


Figure 2: Crystal Valley Ranch PD Plan Amendment No. 3

The R-MF-24 use area allows single-family attached and detached homes, townhomes and apartments. Planning Area 3A was also identified as a potential school site and was conveyed to the Town with a caveat for development formalized in the Development Agreement.

Under a Development Agreement (DA) obligation, PA 3A was dedicated to the Town of Castle Rock to be held as a potential school site until such time as the Douglas County School District (DCSD) either used it for a school or provided written notice to the Town that the DCSD did not intend to use the site for a school. In early 2025, DCSD notified the Town that the site would not be used as a school site. Per the terms of the DA, upon such notification the Town was required to re-convey the property to the original owner for development under the R-MF-24



Figure 3: Town Council Preferred Development Plan

zoning regulations. That reconveyance occurred on October 24, 2025.

Public hearings were held before Town Council throughout the reconveyance process. During public comment, feedback from surrounding residents consistently included requests for a buffer between the two neighborhoods and limited cross-access street connections.

Town Council considered potential development options for PA 3A that would mitigate the residents' concerns. The Council favored an option that eliminated the local residential street connections to the existing neighborhood, shifted the developable area away from the existing neighborhood and included an enlarged buffer between the two neighborhoods. The preferred option is depicted in the site plan rending in Figure 3.

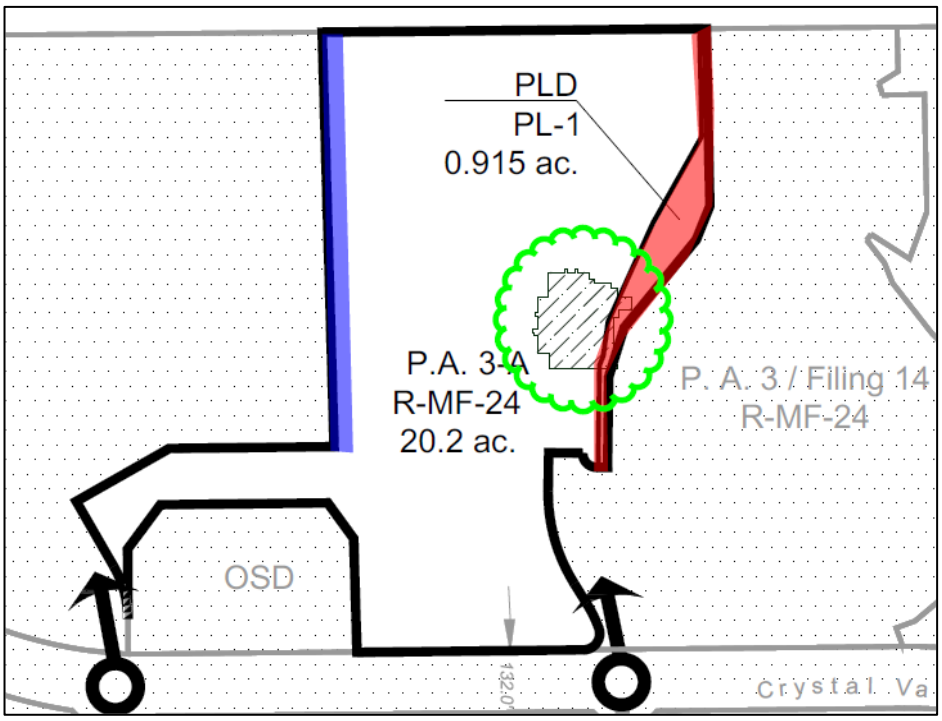



Figure 4: Proposed Amendment No. 7

## Discussion

In accordance with the MOU, the Town is responsible for rezoning the 45-foot-wide strip of land, totaling 0.915 acres (Figure 4 shaded blue) from Public Land to R-MF-24, to allow the residential developable area to shift west. The Town would then swap this developable area to the developer, in exchange for the developer designating a 0.915-acre area, zoned Public Land, to enhance the buffer along the eastern boundary of PA-3A (Figure 4 shaded red). Separately, the amended PD Plan reflects the minor skyline area on the site (Figure 4 green circle).

In summary this proposed PD Amendment No. 7 will:

1. Rezone the 45-foot-wide strip on the west to match the R-MF-24 zoning of PA-3A, allowing residential development to occur on it, and
2. Rezone 0.915 acres on the east side of PA-3A as Public Land to be dedicated to the Town, providing a buffer area to the existing neighborhood to the east.

Once this PD Amendment No.7 has been approved and the 45-foot-wide strip is conveyed to the developer, future development of the site will require a Site Development Plan submittal and review, additional neighborhood meetings and public hearings before Planning Commission for recommendation, and before Town Council for final decision on the layout.

The net result of this amendment is that the developable area remains approximately 21 acres, the developable area shifts away from the existing neighborhood and the permitted uses and development standards applicable to the site and the overall Public Land area in Crystal Valley Ranch remain unchanged.

*Development Standards*

The current zoning classification on the property is R-MF-24 (Table 1). This PD amendment carries forward the existing development standards established in the 2007 PD Amendment No. 3, with no changes. The uses and standards are the same as those applicable to the adjacent neighborhood (P.A. 3) to the east.

| **R-MF-24 Use Area Development Standards** | | | | |
|---|---|---|---|---|
| Permitted Uses | Maximum Density | Maximum Height | Maximum Coverage | Setbacks |
| Residential | | | | |
| Multifamily Apts/Condo) | 24 du/ac | 50 feet | 40% | TBD with Site Plan |
| Townhomes/Patio Homes | 12 du/ac | 45 feet | 40% | TBD with Site Plan |
| Single Family Attached/Detached | 6 du/ac | 35 feet | | TBD with Site Plan |
| Non-Residential | | | | |
| Bed and Breakfast Inn | | 50 feet | 40% | TBD with Site Plan |
| Public Schools | | 50 feet | 40% | TBD with Site Plan |
| Recreation Facilities | | 35 feet | | TBD with Site Plan |
| Swimming Pools | | 35 feet | | TBD with Site Plan |
| Private Tennis Courts | | 35 feet | | TBD with Site Plan |
| Elderly Asst Living | Per State Licensing | 35 feet | | TBD with Site Plan |

Table 1: R-MF-24 Development Standards

*Interface Regulations*

The Residential/Non-Residential Interface and Dissimilar Residential regulations are not applicable to the proposed Crystal Valley Ranch PD Plan and Zoning Regulations, Amendment No. 7.

*Skyline and Ridgeline Protections*

The Skyline/Ridgeline Protection regulations are applicable to amendment area. The minor skyline is identified on the proposed PD Plan. The 35-foot height limitation and mitigation standards established in the Municipal Code Section 17.48 will be applied at the time of the Site Development Plan submittal and review.

*Open Space and Public Land Dedication*

This PD Amendment No. 7 essentially transfers 0.915 acres of Public Land from the west boundary of the subject property to the east boundary.

*Traffic Impact Analysis and Mitigation*

The developable acreage, permitted uses, and densities allowances are not changing. A traffic compliance letter will be required with the submittal of the Site Development Plan.

*Utilities*

Water, wastewater, storm sewer and road infrastructure exist in proximity to this property. Necessary extensions and connections will be determined with the Site Development Plan and Construction Documents.

## Notification and Outreach

*Public Notice*

Public hearing notice signs were posted on the property on November 19, 2025. Written notices were sent to property owners within 500 feet of the property, at least 15 days prior to the public hearing. HOA's in the area were also emailed information about the public hearings. Town staff published notice of the Town Council public hearing on the Town's website.

*Neighborhood Meetings*

Town held a neighborhood meeting on Tuesday, December 9, 2025, to present the proposed rezoning and two members of the public attended. During the process to re-convey PA-3A from the Town to the previous owner, Town Council held 4 public meetings to hear concerns and take feedback from residents. As a result, the Council approved an MOU that addressed many of the concerns of surrounding neighbors. For that reason, the second and third neighborhood meetings have been waived by the Town Manager.

*External Referrals*

External referral comments were requested by the Town from applicable external agencies. The only responding agency has been Douglas County Planning who requested the PD Zoning Regulations include setbacks and buffer to unincorporated parcels and standards that prevent a wall of small-lot homes backing to county properties. The MOU agreed to carry forward the R-MF-24 zoning standards without changes; therefore, the County preferences have not been added. Appropriate setbacks and potential buffering will be considered with the future Site Development Plan.

## Analysis

*PD Plan Review and Approval Criteria and Analysis 17.34.030*

A. **Community Vision/Land Use Entitlements.**
   1. Conforms to the most recent versions of the Towns' Vision, Comprehensive Master Plan and long range or master plans.
   2. Complies with the site design principles of CRMC Chapter 17.10.

- Protect and provide for the public health, safety and general welfare of the Town.
- Promote orderly growth and provide for the harmonious development of the Town in accordance with the Comprehensive Plan.
- Identify, preserve and provide for open space through the most efficient design and layout of the land.
- Minimize the conflicts among the uses of land and buildings placed on the land.
- Preserve and enhance the natural beauty and topography of the Town and ensure appropriate development regarding such natural features.
- Mitigate the pollution of air, streams and ponds, ensure the adequacy of stormwater facilities, safeguard the water supply, and encourage the wise use and management of the natural environment.
- Ensure that public facilities and services are available and will have sufficient capacity to serve the development.
- Protect the character and the social and economic stability of the Town.
- Provide for the safe and efficient circulation of traffic throughout the Town, the mitigation of congestion in the streets and highways and along pedestrian ways.
- Provide for the proper location and size of streets in relationship to the adjacent development.

*Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The developable acreage and zoning standards remain unchanged.*

B. **Relationship to Surrounding Area.**
   1. Provides appropriate relationships between use areas, both internal and surrounding, with adequate buffer areas provided, if warranted.
   2. Provides innovative and creative plan design and layout.
   3. Provides a variety of housing types, densities and open space.
   4. Identifies areas as mixed use and/or depicts areas that are buffer areas to comply with Chapter 17.50 (Residential/Nonresidential Interface), where a proposed PD Plan is adjacent to residential property, as that term is defined in Chapter 17.50, or, for residential developments, where the proposed PD Plan is adjacent to nonresidential property, as that term is defined in Chapter 17.50.

*Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The swap of Public Land allows for a wider buffer between the existing and new neighborhoods. The R-MF-24 zoning classification is consistent with the adjacent Crystal Valley Ranch neighborhood.*

C. **Circulation and Connectivity.**
   1. Provides an adequate circulation system in terms of capacity and connectivity, which is designed for the type of traffic generated, safety, and separation from living areas, convenience, accessibility, noise and exhaust control.
   2. Provides for emergency vehicle access.
   3. Accommodates an adequate, functional and safe street system for vehicular traffic generated by the development and passing through the development.

4. Provides for pedestrian and bicycle traffic in a safe and convenient manner, separation from vehicular traffic, and access to points of destination and recreation.

*Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The access points, internal road systems and pedestrian access will be finalized with the Site Development Plan. Road connections to the adjacent neighborhood have been limited per the MOU.*

D. **Services, Phasing and Off-site Impact.**
1. Addresses fiscal impact of the project.
2. Provides an appropriate phasing plan which minimizes unnecessary utility extensions and adequately addresses other fiscal concerns of the Town.
3. Adequate water resources have been conveyed or purchased. Existing or proposed water and wastewater systems can support the proposed development pattern, uses and density.
4. Existing or proposed stormwater systems can support the development and comply with applicable regulations.
5. Provides adequate consideration for the future extension of streets and utilities to adjacent properties.
6. Identifies and appropriately mitigates all traffic impacts, on- and off-site.

*Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The project will not be phased. The uses and densities remain unchanged. Infrastructure systems exist to support the development.*

E. **Open Space, Public Lands and Recreation Amenities.**
1. Provides adequate trails, parks, recreation and open space.
2. Provides an adequate trail system in terms of internal circulation and appropriate external connections.
3. Provides functional open space for recreation, views, density relief, convenience, function and preservation of natural features, including significant tree stands, ridges, and stormwater areas. Open space reservations and public land dedications are of an appropriate configuration and location within the site and comply with any applicable requirements of Chapter 16.08, CRMC and this Title.

*Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The overall Public Land acreage in Crystal Valley Ranch remains unchanged.*

F. **Preservation of Natural Features.**
1. Demonstrates sensitivity and limits disturbance to the site in terms of plan design relative to the site's major environmental characteristics including drainageways, topography, view sheds and vegetation.
2. The proposed PD Plan and zoning accommodate the Skyline/Ridgeline Protection Regulations in Chapter 17.48 and reasonably mitigates visual impacts upon off-site areas.
3. Consideration shall be given to wildlife impacts in the layout of open space areas. Where designated threatened or endangered species are present, the

development must conform to all applicable state and federal restrictions and permitting requirements.

*Analysis: The proposed PD Plan and Zoning Regulations meet this criterion. The area of minor skyline is called out on the PD Plan and required mitigation measures will be applied with the Site Development Plan. The widened buffer area within the development will be advantageous to the typical wildlife found in Crystal Valley Ranch.*

**Budget Impact**

Development of the property will generate review and impact fees, along with use taxes for commercial development.

**Findings**

All staff review comments and external referral comments have been addressed. Planning Commission found that the proposed rezoning

- Supports with the objectives of the Town Vision and the Comprehensive Master Plan,
- Is consistent with the development plan of the current Crystal Valley Ranch PD Plan and Zoning Regulations, Amendment No. 4, and
- Meets the review and approval criteria of the Municipal Code, Chapters 17.34 Planned Development Plan and 17.36 Amendment to PD Plan and Zoning Regulations.

**Recommendation**

The Planning Commission voted 6-0 to recommend to Town Council approval of the Crystal Valley Ranch Planned Development Plan and Zoning Regulations, Amendment No. 7, as proposed.

**Proposed Motion**

**Option 1: Approval**

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

**Option 2: Approval with Conditions**

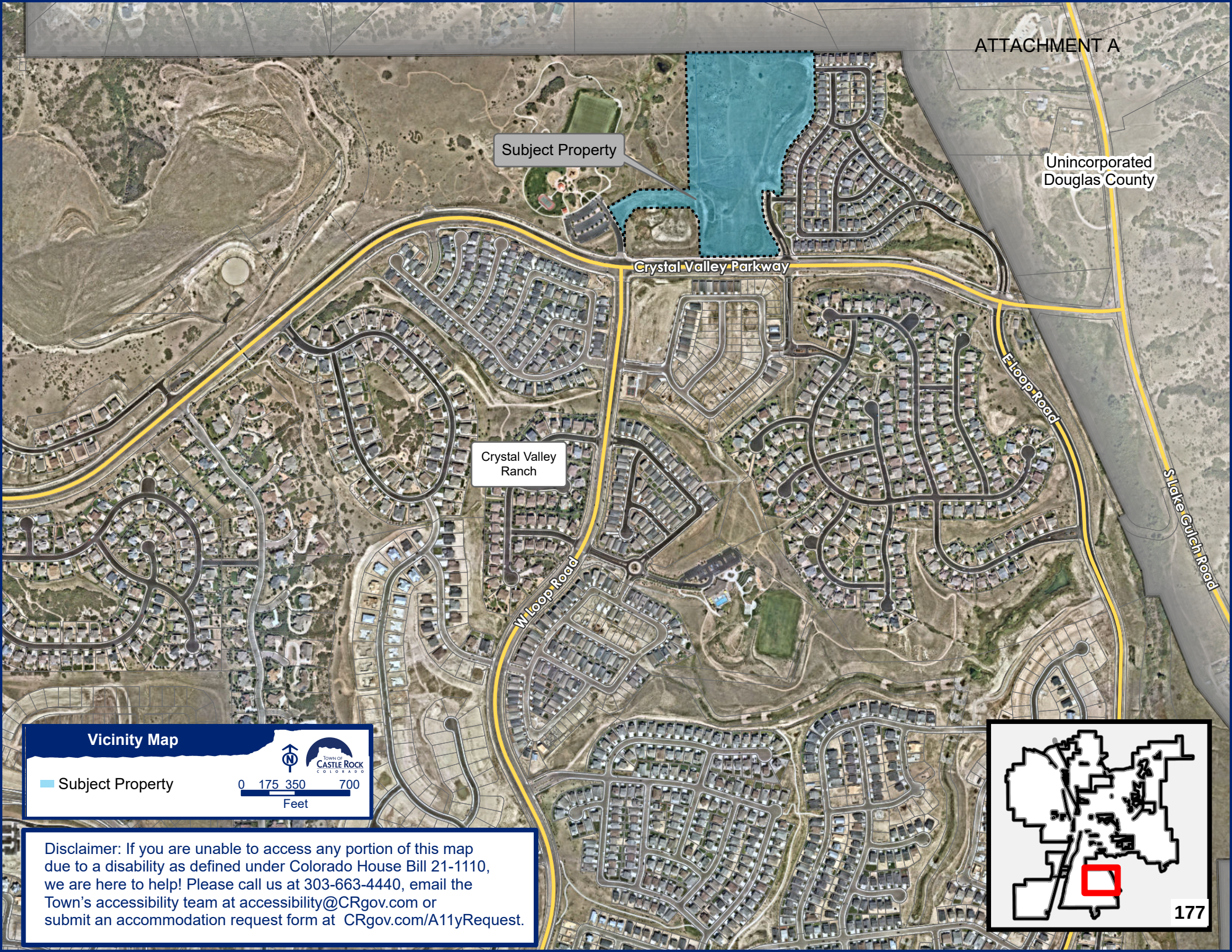
*"I move to approve the Ordinance, with the following conditions:"* (list conditions)

**Option 3: Continue item to next hearing (need more information to make decision)**

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

**Attachments**
Attachment A: Vicinity Map
Attachment B: Ordinance
Attachment C: Planned Development Plan and Zoning Regulations

Attachment D:  Resolution and MOU from October 21, 2025
Attachment E:  Staff Report Oct 21, 2025




Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

**ORDINANCE NO. 2026-001**

**AN ORDINANCE AMENDING THE TOWN OF CASTLE ROCK'S ZONE DISTRICT MAP BY APPROVING AMENDMENT NO. 7 TO THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS**

**WHEREAS**, on October 21, 2025, the Town Council ("Town Council") of the Town of Castle Rock (the "Town") adopted Resolution 2025-139 authorizing the conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14 (the "Conveyance Parcel"), from the Town to CVR PA3A LLC (the "Developer") and the execution of a Memorandum of Understanding concerning the development of such property between the Town and the Developer (the "MOU"); and

**WHEREAS**, in accordance with the MOU, the Town and the Developer are working together to bring into effect a site development plan for the Conveyance Parcel that will be consistent with the configuration described in the map attached hereto as ***Exhibit A***; and

**WHEREAS**, the Town and the Developer have acknowledged in the MOU that this plan will require:

i. The identification of an approximately 0.9-acre parcel located on the eastern boundary of Conveyance Parcel described in ***Exhibit A*** as the "the "Land Swap Area;"

ii. The identification of an approximately 0.9-acre parcel located in Rhyolite Park immediately to the west of the Conveyance Parcel described in ***Exhibit A*** as the "Open Space to CVR" Area;

iii. The exchange of the "Land Swap Area" and the "Open Space to CVR" Area between the Town and the Developer; and

iv. The rezoning of the "Land Swap Area" and "Open Space to CVR" Area in accordance with their future uses and the granting of any related encumbrances to further such uses (e.g., to provide emergency vehicle access or temporary construction easements necessitated by the swap); and

**WHEREAS**, pursuant to Amendment No. 3 to the Crystal Valley Ranch Planned Development Plan (the "Crystal Valley Ranch PD Plan") approved by Ordinance No. 2006-59 on February 27, 2007, the Conveyance Parcel was included within the R-MF-24 Use Area in Planning Area 3A, which, among other things, allows for the development of single-family attached and detached homes, townhomes and apartments; and

**WHEREAS**, Town Staff and the Developer are requesting that Town Council approve Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations, which Amendment will:

i. Rezone the "Land Swap Area" for the purpose of including such Area within the R-MF-24 Use Area in Planning Area 3A; and

ii.. Rezone the "Open Space to CVR" Area as Public Land to be dedicated to the Town; and

**WHEREAS**, a public hearing on Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations was held before the Planning Commission on December 11, 2025, after which the Planning Commission voted unanimously to recommend Town Council approval; and

**WHEREAS**, a public hearing was conducted at tonight's regular meeting of the Town Council in accordance with the applicable provisions of the Castle Rock Municipal Code ("CRMC"); and

**WHEREAS**, based upon the testimony and evidence presented at the public hearing, the Town Council finds and determines that Amendment No. 7 to the Crystal Valley Ranch PD Plan and Zoning Regulations:

(i) Conforms with and advance the objectives of the Town's Vision 2030 and the Comprehensive Master Plan;

(ii) Is consistent with the overall Crystal Valley Ranch PD Plan and Zoning Regulations;

(iii) Satisfies the review and approval criteria for planned development plans and associated zoning regulations as set forth in CRMC Chapter 17.34;

(iv) Satisfies the review and approval criteria for amendments to planned development plans and associated zoning regulations as set forth in CRMC Chapter 17.36;

(v) Satisfies the applicable Skyline/Ridgeline Protection regulations as set forth in CRMC Chapter 17.48; and

(vi) Satisfies the applicable Residential/Nonresidential Interface Regulations as set forth in CRMC Chapter 17.50.

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:**

**Section 1.** **Zoning District Map Amendment**. The Town's Zoning District Map pertaining to the "Land Swap Area" and "Open Space to CVR" Area is amended to conform to Amendment No. 7 to the Crystal Valley Ranch PD Plan.

**Section 2.** **Planned Development Plan Approval**. Amendment No. 7 to the Crystal Valley Ranch PD Plan is hereby approved in the form presented at tonight's meeting.

**Section 3.** **Zoning Regulations Approval**. Amendment No. 7 to the Crystal Valley Ranch Zoning Regulations is hereby approved in the form presented at tonight's meeting.

**Section 4.** **Severability**. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged invalid by a court of competent jurisdiction, such judgment shall not affect the remaining provisions of this Ordinance.

**Section 5.** **Safety Clause**. The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and bears a rational relation to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this 6th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ____ for and _____ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING** this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of _____ for and _____ against.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Tara Vargish, Director of Development Services

**EXHIBIT A**

**PROPERTY SWAP MAP**



# CRYSTAL VALLEY RANCH

## Planned Development, Amendment No. 7

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINICIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

### LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOT 1 BLOCK 2 OF CRYSTAL VALLEY RANCH FILING NO. 14, RECORDED ON FEBRUARY 6, 2015, AT RECEPTION NO. 2015007384;

TOGETHER WITH:

BASIS OF BEARINGS: BEARINGS ARE BASED UPON A LINE FROM THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 2, MONUMENTED BY A 1.375-INCH YELLOW PLASTIC CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "RMC, 9329", AND THE NORTHWEST CORNER OF TRACT C OF CRYSTAL VALLEY RANCH FILING NO. 18, RECORDED ON FEBRUARY 13, 2020, AT RECEPTION NO. 2020010779, MONUMENTED BY A 1.5-INCH ALUMINUM CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "EMK, LS 29040", ASSUMED TO BEAR SOUTH 15°09'28" WEST, A DISTANCE OF 1514.61 FEET;

BEGINNING AT SAID NORTHWEST CORNER OF LOT 1 BLOCK 2;

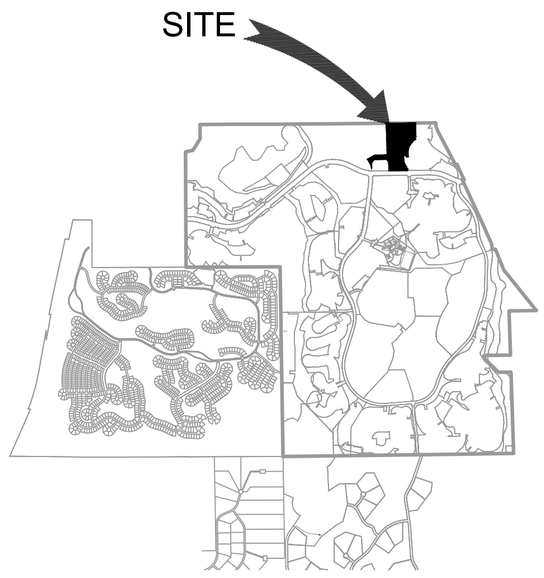
THENCE SOUTH 01°38'19" EAST ALONG THE WEST LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 885.68 FEET;

THENCE SOUTH 89°22'14" WEST ALONG A NORTHERLY LINE OF SAID LOT 1 BLOCK 2, A DISTANCE OF 45.01 FEET, TO A LINE PARALLEL WITH AND 45.00 FEET WESTERLY, AT RIGHT ANGLES, TO SAID WEST LINE;

THENCE NORTH 01°38'19" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 885.77 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, WHENCE THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER BEARS SOUTH 89°29'08" WEST, A DISTANCE OF 349.65 FEET;

THENCE NORTH 89°29'08" EAST ALONG SAID NORTH LINE, A DISTANCE OF 45.01 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A TOTAL OF 918,523 SQUARE FEET (21.086 ACRES), MORE OR LESS.




### PURPOSE:

THE PURPOSE OF THIS AMENDMENT IS TO REZONE PARCEL 2 TO R-MF-24 AND INCORPORATE IT INTO THE RESIDENTIAL PLANNING AREA ZONED R-MF-24, AND TO CREATE A 0.915 ACRE PUBLIC LAND PLANNING AREA.

### SURVEYOR'S CERTIFICATE:

I, SAM GALLUCCI, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY AND LEGAL DESCRIPTION REPRESENTED BY THIS PLANNED DEVELOPMENT PLAN WERE MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THIS PLANNED DEVELOPMENT PLAN ACCURATELY REPRESENTS THAT SURVEY.

_____ _____
SAM GALLUCCI DATE
COLORADO P.L.S. NO. ____
FOR AND ON BEHALF OF EMK CONSULTANTS, INC.

### PLANNING COMMISSION RECOMMENDATION

THIS PLANNED DEVELOPMENT PLAN WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION OF THE TOWN OF CASTLE ROCK, COLORADO ON THE ____ DAY OF _____, 202_.

_____ _____
CHAIR DATE

ATTEST:

_____ _____
DIRECTOR OF DEVELOPMENT SERVICES DATE

### TOWN COUNCIL APPROVAL

THIS PLANNED DEVELOPMENT PLAN WAS APPROVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO, ON THE ___ DAY OF _____, 202_.

_____ _____
MAYOR DATE

ATTEST:

_____ _____
TOWN CLERK DATE

### PDP STANDARD NOTES

1. THE MINERAL RIGHTS ASSOCIATED WITH THIS DEVELOPMENT HAVE NOT BEEN SEVERED. NOTIFICATION OF DEVELOPMENT HEARINGS BEFORE PLANNING COMMISSION AND TOWN COUNCIL MUST BE PROVIDED TO OWNERS OF MINERAL ESTATES.
2. THIS DEVELOPMENT PLAN IS IMPACTED BY THE TOWN OF CASTLE ROCK SKYLINE/RIDGELINE PROTECTION REGULATIONS. SKYLINE/RIDGELINE AREAS MUST ADHERE TO CHAPTER 17.48 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE REGARDING MITIGATION PROCEDURES.
3. THIS SITE IS WITHIN THE TOWN OF CASTLE ROCK RED WATER PRESSURE ZONE.
4. ALL-WEATHER (CONCRETE OR ASPHALT) SURFACED ACCESS ROADS CAPABLE OF WITHSTANDING THE IMPOSED LOADS OF FIRE APPARATUS (75,000 LBS.) AND ALL REQUIRED FIRE HYDRANTS SHALL BE INSTALLED AND MADE SERVICEABLE PRIOR TO AND DURING ALL CONSTRUCTION.
5. RIGHT-OF-WAY FOR INGRESS AND EGRESS FOR EMERGENCY VEHICLES IS GRANTED OVER, ACROSS, ON AND THROUGH ANY AND ALL PRIVATE ROADS AND DRIVES.

### PROJECT BENCHMARKS (NAVD 88):

BM "A" (TBM 950): CHISELED "X" ON TOP OF INLET; EAST SIDE OF LOOP ROAD @ CL STATION 37+75 (APPROX.)
EL = 6569.94 FEET

BM "B" (TBM 951): CHISELED "X" ON TOP OF CURB; EAST SIDE OF LOOP ROAD @ CL STATION 91+12 (APPROX.)
EL = 6533.10 FEET

### BASIS OF BEARINGS:

BEARINGS ARE BASED UPON A LINE FROM THE NORTHWEST CORNER OF SAID LOT 1 BLOCK 2, MONUMENTED BY A 1.375-INCH YELLOW PLASTIC CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "RMC, 9329", AND THE NORTHWEST CORNER OF TRACT C OF CRYSTAL VALLEY RANCH FILING NO. 18, RECORDED ON FEBRUARY 13, 2020, AT RECEPTION NO. 2020010779, MONUMENTED BY A 1.5-INCH ALUMINUM CAP ON A NO.5 REBAR, FLUSH WITH GROUND SURFACE, STAMPED "EMK, LS 29040", ASSUMED TO BEAR SOUTH 15°09'28" WEST

### OWNERSHIP CERTIFICATION:

THE UNDERSIGNED ARE ALL THE OWNERS OF THE PROPERTY DESCRIBED HEREON IN THE TOWN OF CASTLE ROCK.

CVR PA3A L.L.C.
A MINNESOTA LIMITED PARTNERSHIP.

BY:_____
GREGORY W BROWN, MANAGER

SUBSCRIBED AND SWORN BEFORE ME THIS ___ DAY OF _____, 202_ BY GREGORY W. BROWN AS MANAGER OF CVR PA3A L.L.C. WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISION EXPIRES:

_____
NOTARY PUBLIC

TOWN OF CASTLE ROCK
A MUNICIPAL CORPORATION

BY: _____
MAYOR

ATTEST:

_____
TOWN CLERK

SIGNED THIS _____DAY OF _____202_

SUBSCRIBED AND SWORN BEFORE ME THIS _____DAY OF _____ , 202 _ BY _____AS MAYOR AND BY _____, AS TOWN CLERK

WITNESS MY HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

### TITLE CERTIFICATION:

I, _____, AN AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE, A TITLE INSURANCE COMPANY LICENSED TO DO BUSINESS IN THE STATE OF COLORADO, HAVE MADE AN EXAMINATION OF THE PUBLIC RECORDS AND STATE THAT ALL OWNERS, MORTGAGEES AND LIEN HOLDERS OF THE PROPERTY ARE LISTED IN THE CERTIFICATE OF OWNERSHIP AND LIEN HOLDER SUBORDINATION CERTIFICATE.

SIGNED THIS _____ DAY OF _____, 202_

_____
AUTHORIZED REPRESENTATIVE

_____
LAND TITLE GUARANTEE COMPANY

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 202_, BY _____ AS AUTHORIZED REPRESENTATIVE OF LAND TITLE GUARANTEE COMPANY.

WITNESS MY HAND AND SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____ _____
ADDRESS

### DEVELOPER:

CVR PA3A LLC
8031 S. HOMESTEADER DRIVE
MORRISON, CO 80465
CONTACT: GREGORY W. BROWN
PHONE: (303) 870-6300

### ENGINEER

LEGACY CONSULTING ENGINEERS
1453 E FREMONT CIR N
CENTENNIAL, CO 80122
CONTACT: JAMES J. MILL
PHONE: (720) 318-8862

### PLANNER

HENRY DESIGN GROUP
1501 WAZEE STREET SUITE 1-C
DENVER, CO 80202
CONTACT: KAREN HENRY
PHONE: (303) 446-2368

### SURVEYOR

EMK CONSULTANTS
7006 SOUTH ALTON WAY, BLDG F
CENTENNIAL, CO 80112.2019
CONTACT: STEVE HARDING
PHONE: (303) 694-1520

### LANDSCAPE ARCHITECT:

HENRY DESIGN GROUP
1501 WAZEE STREET SUITE 1-C
DENVER, CO 80202
CONTACT: KAREN HENRY
PHONE: (303) 446-2368

### LEGEND SYMBOLS:

- Access Points — Allows for Potential Entry Monumentation(s) on all corners of Intersection. (Subject to Modification during Platting)
- Potential Connections Between Planning Areas
- Planned Bike / Pedestrian Trail - Primary (Min. 8' concrete trails to be owned & maintained by the Town of Castle Rock)
- Planned Bike / Pedestrian Trail - Secondary (To be owned & maintained by the HOA or Metro District)
- Entry Monumentation Locations
- Possible Well Locations
- Red Zone Storage Tank Site
- Minor Skyline Area
- **Not part of this PD Amendment**

Sheet Index
Sheet 1 of 3: Title Sheet
Sheet 2 of 3: PD Plan
Sheet 3 of 3: PD Zoning Regulations



CVR

Legacy Consulting Engineers

**Crystal Valley Ranch**
Planned Development, Amendment No. 7
Town Project No. PDP 25-0007

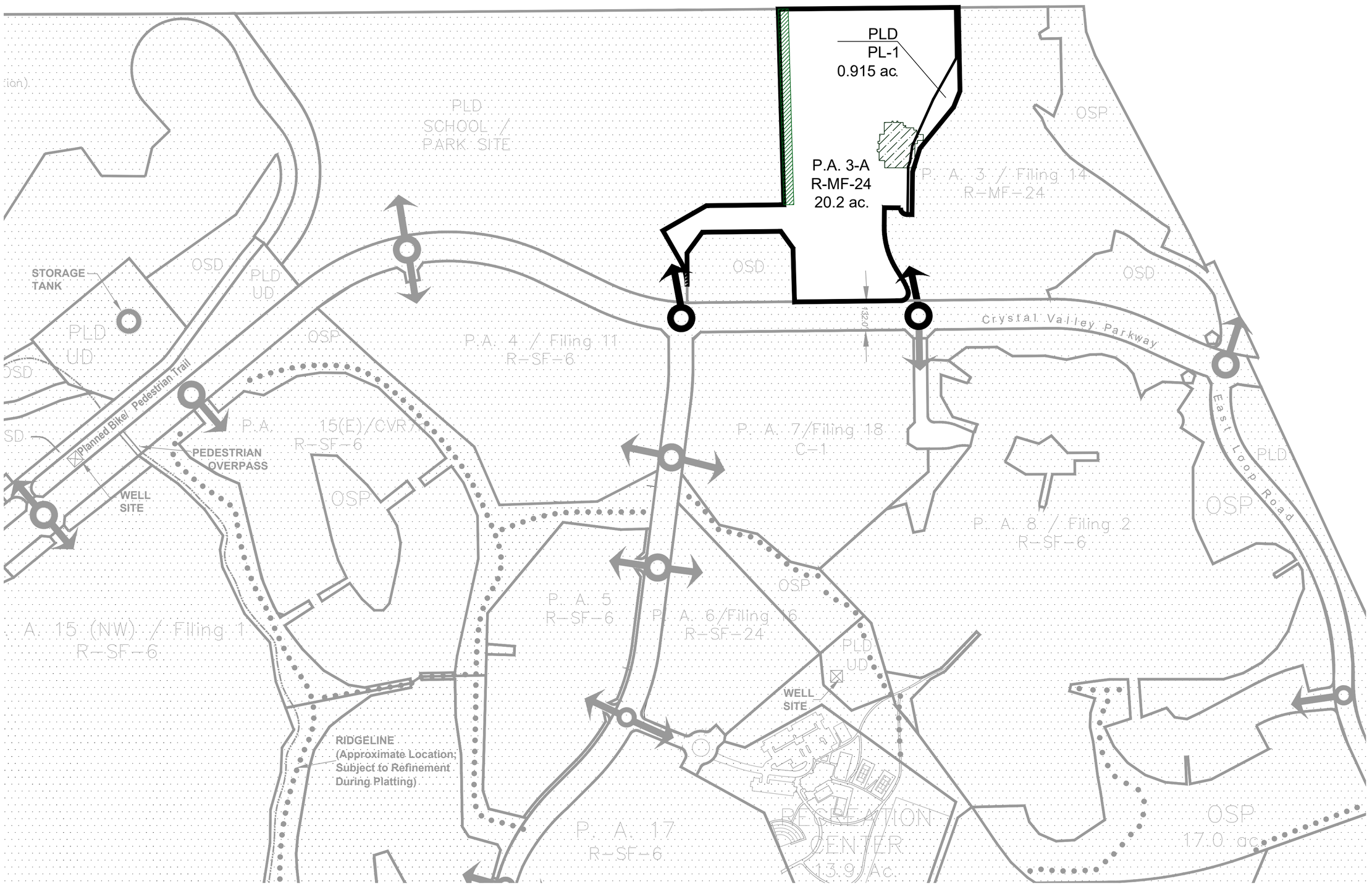
**PD Plan and Zoning Regulations**

C:\Users\Jim\OneDrive\Documents\legacy\CVR\CVRPA3A\Rezoning\PDP25-0007 Plan.dwg, Sht-1, 12/5/2025 3:11:30 PM, 1:1

# CRYSTAL VALLEY RANCH

## Planned Development, Amendment No. 7

A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINICIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.




| Crystal Valley Ranch (CVR) Zoning Comparison and Site Utilization Table | | | | | | |
|---|---|---|---|---|---|---|
| **Zoning** | **CVR PD and Zoning 2001** | **CVR PD Amd. 3 2007** | **CVR PD Amd. 4 2012** | **CVR PD Amd. 5 2018** | **CVR PD Amd. 6 2018** | **CVR PD Amd. 7 2025 (Proposed)** |
| **Residential Use Classifications** | **Acres / # of Units** | | | | | |
| R-SF-6 | 781.1 ac. / 2,150 | 881 ac. / 2,564 | 845.6 ac / 2,564 | | | |
| R-TH-12 | 74 ac. / 592 | 20.3 ac. / 158 | | | | |
| R-MF-24 | 45.8 ac. / 733 | 86.6 ac. / 753 | | 86.6 ac. / 701* | 93.3 ac.** / 701 | |
| Total Units | 3,475 | | | 3,423 | | |
| **Gross Density** | | | | | | |
| R-SF-6 | 1.0 to 6.0 Dwelling Units per Acre | | | | | |
| R-TH-12 | 6.0 to 12.0 Dwelling Units per Acre | | | | | |
| R-MF-24 | 12.0 to 24.0 Dwelling Units per Acre | | | | | |
| Site Utilization (Commerial and ROW excluded) | | | | | | |
| Total PD Acreage | 1,456 ac. | 1,499 ac.*** | | | | |
| Public Land (PLD) | 131 ac. | 128.6 ac. | | | | |
| Public Open Space | 106 ac. | 206 ac.***** | | | | |
| Private Open Space | 202 ac. | 152 ac.**** | 108 ac.***** | | | |

*Planning Area 4 was reduced by 52 units.
**Commercial acreage was decreased by 6.7 acres.
***Planning Areas 3 and 3-A, plus a portion of PLD were annexed and zoned under CVR PD Amendment 3.
****Planned golf course and club were removed from the development plan.
***** The CVR Butte (former clubhouse area) was rezoned from private open space to public open space.

### LEGEND SYMBOLS:

- Access Points — Allows for Potential Entry Monumentation(s) on all corners of Intersection. (Subject to Modification during Platting)
- Potential Connections Between Planning Areas
- Planned Bike / Pedestrian Trail - Primary — (Min. 8' concrete trails to be owned & maintained by the Town of Castle Rock)
- Planned Bike / Pedestrian Trail - Secondary — (To be owned & maintained by the HOA or Metro District)
- Entry Monumentation Locations
- Possible Well Locations
- Red Zone Storage Tank Site
- Minor Skyline Area
- **Not part of this PD Amendment**

NORTH

0 1500 3000 6000

SCALE: 1"=3000'

Sheet Index
Sheet 1 of 3: Title Sheet
Sheet 2 of 3: PD Plan
Sheet 3 of 3: PD Zoning Regulations



CVR

Legacy Consulting Engineers

**Crystal Valley Ranch**
Planned Development, Amendment No. 7
Town Project No. PDP 25-0007

**PD Plan and Zoning Regulations**

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# CRYSTAL VALLEY RANCH

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A PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 24, TOWNSHIP 8 SOUTH RANGE 67 WEST OF THE 6TH PRINICIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO.

**PD ZONING REGULATIONS**
**SECTION 1 | PURPOSE**

THE PURPOSE OF THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT, AMENDMENT NO. 7 AND ZONING REGULATIONS CONTAINED HEREIN IS TO ESTABLISH USES AND STANDARDS FOR DEVELOPMENT AND IMPROVEMENT OF THE PROPERTY.

**SECTION 2 | GENERAL PROVISIONS**

1. **ADOPTION**
THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN (PDP) AND ZONING REGULATIONS, AMENDMENT NO. 7 HAVE BEEN ADOPTED BY THE TOWN COUNCIL BY ORDINANCE NO._____, ON THE 20TH DAY OF JANUARY, 2026, AND HAVE BEEN INCORPORATED HEREIN; PURSUANT TO SECTION 17.32 OF TITLE 17 OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE, AFTER APPROPRIATE PUBLIC NOTICE AND HEARINGS.

2. **APPLICABILITY**
THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS, AMENDMENT NO. 7 SHALL RUN WITH THE LAND AND BIND OWNERS OF RECORD AND SUCCESSORS IN INTEREST TO THE PROPERTY.

3. **MAXIMUM LEVEL OF DEVELOPMENT**
THE TOTAL NUMBER OF DWELLING UNITS WITHIN THE ESTABLISHED PLANNING AREAS ARE THE MAXIMUM ALLOWED FOR PLATTING AND DEVELOPMENT. THE ACTUAL NUMBER OF DWELLING UNITS WILL BE DETERMINED WITH THE APPROVAL OF THE SITE DEVELOPMENT PLAN.

4. **RELATIONSHIP TO THE TOWN OF CASTLE ROCK REGULATIONS**
THE PROVISIONS OF THESE PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THE CRYSTAL VALLEY RANCH PD, AMENDMENT NO. 7, PROVIDED HOWEVER THAT WHERE THE PROVISIONS OF THIS PD DO NOT ADDRESS A PARTICULAR SUBJECT, THE RELEVANT PROVISIONS OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE (CODE), AS AMENDED, SHALL BE APPLICABLE. THE TOWN CODE AND REGULATIONS SHALL GOVERN AND CONTROL OVER ANY CONFLICTING PROVISIONS IN THE PD ZONING REGULATIONS.

5. **RELATIONSHIP TO PREVIOUS PLANNED DEVELOPMENT PLANS AND ZONING REGULATIONS**
THIS PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS SUPERSEDES ANY OTHER PREVIOUSLY ADOPTED REGULATIONS FOR THE PROPERTY IDENTIFIED BY THE LEGAL DESCRIPTION HEREIN.

6. **DEVELOPMENT AGREEMENT**
UPDATE DEVELOPMENT AGREEMENT TEXT WITH: IN ADDITION TO THESE REGULATIONS, CERTAIN PROVISIONS OF THE DEVELOPMENT OF THIS PD ARE CONTROLLED BY THE CRYSTAL VALLEY RANCH SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND THE PD PROPERTY OWNERS ADOPTED BY THE TOWN OF CASTLE ROCK ON THE 21ST DAY OF FEBRUARY, 2012 , AND RECORDED UNDER RECEPTION NO. 2012013156 ON THE 24TH DAY OF FEBRUARY, 2012. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THESE PD ZONING REGULATIONS AND THE DEVELOPMENT AGREEMENT, THE DEVELOPMENT AGREEMENT SHALL CONTROL.

**SECTION 3 | DEFINITIONS**

1. APARTMENT UNITS
DWELLING UNITS WHICH ARE NOT INDIVIDUALLY OWNED BUT RENTED OR LEASED TO THE OCCUPANTS THEREOF.

2. ATTACHED DWELLING UNITS
DWELLING UNITS WHICH ARE PHYSICALLY CONNECTED TO OTHER DWELLING UNITS. AS USED HEREIN, THE TERM ATTACHED DWELLING UNITS SHALL INCLUDE, BUT NOT BE LIMITED TO, APARTMENTS, CONDOMINIUMS, AND TOWNHOMES.

3. BUILDING GROUND COVERAGE
THAT PORTION OF THE GROUND COVERED BY STRUCTURES HAVING A FLOOR, WALLS AND FULLY ENCLOSED ROOF. BUILDING GROUND COVERAGE SHALL NOT INCLUDE UNENCLOSED PATIOS, DECKS, OR PATIO DECKS, TENNIS COURTS, SWIMMING POOLS, SURFACE/UNDERGROUND/PARTIALLY UNDERGROUND PARKING AREAS (PROVIDED SUCH PARTIALLY UNDERGROUND PARKING AREAS SHALL NOT PROTRUDE MORE THAN SIX (6) FEET ABOVE THE AVERAGE SURROUND GRADE), ROADWAYS, BIKE PATHS, OR PEDESTRIAN WAYS OR SUCH OTHER USES NOT MEETING THE DEFINITION ABOVE.

4. BUILDING SETBACK
THE HORIZONTAL DISTANCE BETWEEN A PLATTED LOT LINE AND A BUILDING OR STRUCTURE. THIS DISTANCE DOES NOT INCLUDE THE PROJECTIONS OF EAVES, OVERHANGS, FIREPLACES, PATIOS, DECKS, FIRE ESCAPES, MECHANICAL UNITS, OR SIMILAR ARCHITECTURAL APPURTENANCES, EXCEPT THAT NO SUCH PROJECTION SHALL EXTEND BEYOND ANY LOT LINE OF THE LOT ON WHICH THEY ARE LOCATED. IN INSTANCES WHERE BUFFER AREAS ARE PROVIDED, THE WIDTH OR DEPTH OF ANY SUCH BUFFER AREA MAY BE SUBTRACTED FROM THE REQUIRED SETBACK TO EITHER REDUCE OR ELIMINATE SUCH SETBACK.

5. BUILDING HEIGHT
THE VERTICAL DISTANCE FROM THE AVERAGE FINISHED GRADE (NOT INCLUDING BERMING OR GRADING FOR THE PURPOSE OF PERMITTING A HIGHER BUILDING) SURROUNDING THE STRUCTURE TO THE UPPERMOST POINT OF THE ROOF STRUCTURE. CHIMNEYS, VENTILATORS, ELEVATOR HOUSINGS, SKYLIGHTS, SOLAR COLLECTORS, AIR CONDITIONING AND HEATING UNITS, ANTENNAS AND NECESSARY MECHANICAL APPURTENANCES USUALLY CONSTRUCTED ABOVE THE ROOF LEVEL ARE NOT TO BE CONSIDERED IN DETERMINING BUILDING HEIGHT.

6. COMMUNITY RECREATIONAL FACILITIES
INDOOR OR OUTDOOR STRUCTURES OR AREAS FOR COMMUNITY RECREATION TO INCLUDE, BUT NOT LIMITED TO SWIMMING POOLS, TENNIS COURTS, FACILITIES FOR OTHER INDOOR OR OUTDOOR RECREATIONAL ACTIVITIES TOGETHER WITH INCIDENTAL RESTAURANTS, LOUNGES, SHOPS AND PERSONAL SERVICE ESTABLISHMENTS.

7. CONDOMINIUM UNITS
DWELLING UNITS IN WHICH INDIVIDUAL OWNERSHIP IS LIMITED TO FINITE SPACE (AIR SPACE) WITHIN A STRUCTURE. CONDOMINIUM UNIT OWNERS WILL NOT INDIVIDUALLY OWN LAND BENEATH SUCH UNITS. ALL COMMON ELEMENTS OF FACILITIES, INCLUDING THE LAND, ARE OWNED IN UNDIVIDED INTEREST, IN COMMON, BY ALL INDIVIDUAL UNIT OWNERS.

8. DETACHED DWELLING UNITS
DWELLING UNITS THAT ARE NOT PHYSICALLY CONNECTED TO OTHER DWELLING UNITS. AS USED HEREIN, THE TERM DETACHED DWELLING UNIT SHALL INCLUDE, BUT NOT BE LIMITED TO, SINGLE FAMILY UNITS AND PATIO HOMES.

9. DEVELOPER, CVR PA3A LLC, OR ITS SUCCESSORS OR ASSIGNS AS DEVELOPER.

10. MOTHER-IN-LAW OR NANNY UNIT
A DWELLING UNIT ASSOCIATED WITH THE MAIN DWELLING UNIT THAT IS INTEGRATED IN THE OVERALL DESIGN OF THE MAIN STRUCTURE BUT MAY HAVE A SEPARATE ENTRY AND KITCHEN FACILITY. THE UNIT MUST BE ATTACHED TO THE MAIN HOME OR THE DETACHED GARAGE, EXCEPT FOR THOSE UNITS THAT ARE IN THE FIRST TIER OF LOTS CLOSE TO THE RIDGELINE, WHERE THE UNIT MUST BE WITHIN THE MAIN STRUCTURE OR THE ATTACHED GARAGE. SEPARATE ADDRESSING OF UTILITY TAPS IS NOT PERMITTED. ONE ADDITIONAL PARKING SPACE SHALL BE PROVIDED ON THE LOT FOR THE NANNY UNIT. THE DESIGN OF THE STRUCTURE SHALL ACCOMMODATE A FIRE WALL BETWEEN THE MAIN HOME AND NANNY UNIT, IF A SEPARATE ENTRY IS PROPOSED.

11. OFF-STREET PARKING
PARKING LOCATED IN AREAS OTHER THAN ON PUBLIC STREETS, OR PRIVATE STREETS THAT ARE UTILIZED BY MORE THAN ONE DWELLING UNIT. SUCH OFF-STREET PARKING MAY BE EITHER ENCLOSED OR UNENCLOSED.

12. OPEN SPACE, PRIVATE
SPACE SUITABLE FOR LANDSCAPING, PASSIVE AND/OR ACTIVE RECREATION, GOLF COURSES, GARDENS, VIEW PROTECTIONS AND ENHANCEMENT, AND/OR OTHER APPROPRIATE SIMILAR USES, THAT ARE TO REMAIN IN PRIVATE OWNERSHIP.

13. PATIO HOME UNITS
SINGLE FAMILY UNITS CLUSTERED IN CLOSE PROXIMITY TO EACH OTHER THAT MAY OR MAY NOT HAVE ZERO LOT LINE SETBACKS. COMMON UNDIVIDED OWNERSHIP OF ELEMENTS OR FACILITIES THAT ARE LOCATED IN AREAS OTHER THAN THE LOTS SURROUNDING SUCH UNITS IS PERMITTED.

14. SINGLE FAMILY UNITS
DWELLING UNITS NOT SHARING COMMON WALLS. SINGLE FAMILY UNIT OWNERS WILL OWN THE LAND BENEATH SUCH UNITS AND ON THE LOT THAT THE UNIT IS CONSTRUCTED ON. COMMON UNDIVIDED OWNERSHIP OF ELEMENTS OR FACILITIES LOCATED IN AREAS OTHER THAN THE LOTS SURROUNDING SUCH UNITS IS PERMITTED.

15. TEMPORARY SALES OFFICE, MODEL UNITS AND CONSTRUCTION TRAILERS
TEMPORARY SALES OFFICES AND CONSTRUCTION TRAILERS MAY BE MANUFACTURED OR PORTABLE STRUCTURES PLACED ON A DEVELOPMENT SITE FOR THE DURATION OF THE CONSTRUCTION OR SALES PERIOD OF THE PROJECT. THE TEMPORARY UNIT WILL BE REMOVED FROM THE SITE AFTER CONSTRUCTION AND SALES ARE COMPLETE. MODEL UNITS ARE PERMANENT HOUSING UNITS USED FOR PRODUCT DISPLAY DURING THE SALES AND CONSTRUCTION PERIODS AND ARE ULTIMATELY FOR-SALE UNITS.

16. TOWNHOME UNITS
DWELLING UNITS THAT SHARE COMMON VERTICAL WALLS OR ABUTTING WALLS. TOWNHOME UNIT OWNERS WILL OWN THE LAND BENEATH SUCH UNITS AND MAY OWN THE LAND SURROUNDING SUCH UNITS. COMMON, UNDIVIDED OWNERSHIP OF CERTAIN COMMON ELEMENTS AND FACILITIES IS PERMITTED.

**SECTION 4 | CONTROL PROVISIONS**

1. PLANNING AREA BOUNDARIES
THERE SHALL BE LIMITED FLEXIBILITY IN DETERMINING THE EXACT LOCATION OF PLANNING AREA BOUNDARIES AS DEPICTED ON THE PLANNED DEVELOPMENT PLAN DUE TO THE SCALE OF THE DRAWINGS AND THE DIAGRAMMATIC DEPICTIONS. HOWEVER, A FIFTEEN PERCENT (15%) CHANGE OR ADJUSTMENT TO THE PLANNING AREA BOUNDARIES, AS QUANTIFIED BY ACREAGE, MAY BE MADE WITH THE SITE DEVELOPMENT PLAN AND PLAT.

2. ROAD ALIGNMENTS
THE PD PLAN DEPICTS GENERAL LOCATIONS OF ROADWAYS. FINAL ROADWAY ALIGNMENTS ARE SUBJECT TO DETAILED ENGINEERING DESIGN AND WILL BE DETERMINED AT THE TIME OF THE SITE DEVELOPMENT PLAN AND PLAT.

**SECTION 5 | OVERALL PROJECT STANDARDS**

THE STANDARD ZONING REQUIREMENTS OF THE TOWN OF CASTLE ROCK MUNICIPAL CODE, INCLUDING OFF-STREET PARKING, LANDSCAPING, SITE DEVELOPMENT, ACCESSORY AND TEMPORARY USES, AND USE BY SPECIAL REVIEW AND VARIANCE PROCESSES SHALL APPLY TO THIS PD, EXCEPT AS MODIFIED BY THE FOLLOWING.

1. PARKING
OFF-STREET PARKING IS REQUIRED FOR ALL LAND USES. EXCEPT AS SPECIFIED HEREIN, THE NUMBER AND SIZE OF ALL REQUIRED PARKING SPACES ARE TO BE IN CONFORMANCE WITH THE APPLICABLE CHAPTERS OF TOWN OF CASTLE ROCK MUNICIPAL CODE ESTABLISHED AT THE TIME OF THE SITE DEVELOPMENT PLAN APPROVAL.

2. BUILDING ENVELOPES
THE FOLLOWING STANDARDS APPLY TO ANY PLANNING AREA PLATTED AT A GROSS DENSITY THAT IS LOWER THAN TWO DWELLING UNITS PER ACRE (DU/AC).

a. DEVELOPMENT ON LOTS WITHIN THE AREAS DESIGNATED ABOVE SHALL BE RESTRICTED TO THE CONFINES OF A DESCRIBED BUILDING ENVELOPE OR CENTROID. BUILDING ENVELOPES SHALL BE DESCRIBED TO THE SIZE AND DIMENSIONS TO BE ESTABLISHED WITH SITE DEVELOPMENT PLAN.

b. BUILDING ENVELOPES OR CENTROIDS FOR SINGLE FAMILY DETACHED RESIDENCES, INCLUDE PATIO AND CLUSTER HOMES, SHALL INCLUDE ALL CLEARING, GRADING, CONSTRUCTION, INTRODUCED IRRIGATED LANDSCAPING AND IMPERVIOUS SURFACES, WITH THE EXCEPTION OF DRIVEWAYS OF INGRESS/EGRESS AND UTILITY CONNECTIONS.

3. STREET STANDARDS
IN CERTAIN PLANNING AREAS, STREET GRADES MAY EXCEED THE TOWN'S MAXIMUM ALLOWABLE GRADES. THE DEVELOPER IS REQUIRED TO SUBMIT A TECHNICAL CRITERIA VARIANCE REQUEST TO THE TOWN TO EXCEED THE MAXIMUM ALLOWABLE GRADES.

4. LIGHTING
THE LIGHTING RESTRICTIONS IMPOSED BY THE SKYLINE/RIDGELINE PROTECTION ORDINANCE SHALL APPLY TO ALL AREAS REGULATED BY SECTION 17.58 OF THE MUNICIPAL CODE AND TO ANY PLANNING AREA PLATTED AT A DENSITY LOWER THAN TWO DWELLING UNITS PER ACRE.

5. TEMPORARY USES
CONSTRUCTION OFFICES AND MATERIAL STORAGE SHALL BE PERMITTED IN ALL AREAS DURING AND FOR A PERIOD OF THIRTY (30) DAYS AFTER CESSATION OF CONSTRUCTION IN THOSE AREAS BEING SERVED BY SUCH OFFICE OR STORAGE AREA.

6. ADDITIONAL DESIGN STANDARDS
ADDITIONAL STANDARDS REGULATING MATERIALS, COLORS AND ARCHITECTURAL CONTROL COVENANTS WILL BE INCLUDED WITH THE SITE DEVELOPMENT PLAN.

7. FENCING

a. LOTS ADJACENT TO OPEN SPACE, PUBLIC OR PRIVATE, ARE REQUIRED TO BE LOW FENCE LOTS, WITH PERIMETER FENCES LIMITED TO A MAXIMUM HEIGHT OF FOUR (4) FEET AND A MINIMUM LEVEL OF TRANSPARENCY SUCH AS SPLIT RAIL OR OPEN RAIL.
b. IN PLANNING AREAS PLATTED AT A DENSITY LOWER THAN TWO DWELLING UNITS PER ACRE, PRIVACY FENCES ARE LIMITED TO AREAS AROUND PATIOS OR AREAS OF IMPROVED LAWNS. PRIVACY FENCES MAY NOT EXTEND BEYOND THE BUILDING ENVELOPES OR CENTROIDS.
c. ADDITIONAL FENCING GUIDELINES AND STANDARDS MAY BE PROVIDED IN FUTURE CODES, COVENANTS, CONTRACTS AND/OR EASEMENTS.

8. BUFFER AREAS
NON-RESIDENTIAL USE AREAS WITH THE CRYSTAL VALLEY PLANNED DEVELOPMENT (PD), AS AMENDED, THAT ABUT RESIDENTIAL USES OUTSIDE OF THE PD, MAY ESTABLISH A TWENTY-FIVE (25) PRIVATE OPEN SPACE EASEMENT. SUCH OPEN SPACE EASEMENT MUST BE KEPT FREE OF BUILDINGS OR STRUCTURES AND MUST BE LANDSCAPED, SCREENED OR PROTECTED BY NATURAL FEATURES, SO ADVERSE EFFECT ON THE ABUTTING AREAS IS MINIMIZED.

9. LANDSCAPING
LANDSCAPE DESIGN REGULATIONS MAY BE PROVIDED IN FUTURE CODES, COVENANTS, CONTRACTS AND/OR EASEMENTS THAT WILL REQUIRE EFFICIENT WATER DEMAND LANDSCAPE. ABSENT SUCH DESIGN REGULATIONS THE TOWN OF CASTLE ROCK LANDSCAPE AND IRRIGATIONS DESIGN CRITERIA SHALL APPLY.

10. ACCESSORY STRUCTURES
ACCESSORY STRUCTURES ARE PERMITTED, SUBJECT TO THE PLANNING AREA DEVELOPMENT REGULATIONS CONTAINED HEREIN.

11. COMPLIANCE WITH SKYLINE/RIDGELINE PROTECTION REGULATIONS
ALL AREAS WITHIN THE CRYSTAL VALLEY PD, AMENDMENT NO. 7 IDENTIFIED WITHIN THE SKYLINE/RIDGELINE PROTECTION AREAS AS SHOWN ON THE SKYLINE/RIDGELINE MAP SHALL COMPLY WITH THE REGULATIONS ESTABLISHED IN THE MUNICIPAL CODE CHAPTER 17.48, AS AMENDED.

**SECTION 6 | RESIDENTIAL PLANNING AREA R-SF-6**

1. PERMITTED USES
a. ATTACHED OR DETACHED DWELLING UNITS, GARAGES, ACCESSORY STRUCTURES
b. INDOOR OR OUTDOOR COMMUNITY RECREATIONAL FACILITIES
c. HOME OCCUPATIONS
d. MOTHER-IN-LAW OR NANNY UNITS
e. PARKS, PLAYGROUNDS AND PICNIC AREAS
f. PUBLIC BUILDINGS INCLUDING, BUT NOT LIMITED TO, FIRE AND POLICE STATIONS
g. PUBLIC SCHOOLS
h. SWIMMING POOLS AND SPAS
i. PRIVATE TENNIS
j. SMALL IN-HOME DAY CARE, SUBJECT TO THE LICENSING REQUIREMENTS OF THE STATE OF COLORADO

2. USES BY SPECIAL REVIEW
a. RELIGIOUS FACILITIES
b. PRIVATE SCHOOLS
c. LARGE DAY CARE FACILITIES
d. EQUESTRIAN TRAILS

3. ACCESSORY USES
a. SATELLITE DISH (18" OR SMALLER)
b. TRAILS; PEDESTRIAN AND BICYCLE
c. KEEPING OF PETS
d. STORAGE SHED; 120 SQUARE FEET MAXIMUM AND SUBJECT TO ARCHITECTURAL AND MAINTENANCE CONTROLS AND COVENANTS

4. DEVELOPMENT STANDARDS
a. MAXIMUM AVERAGE DENSITY OF SIX (6) DWELLING UNITS PER ACRE WITHIN EACH PLANNING AREA
b. MAXIMUM BUILDING HEIGHT - 35 FEET
c. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
d. MINIMUM LOT AREA - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN

**SECTION 7 | RESIDENTIAL PLANNING AREA R-TH-12**

1. PERMITTED USES
a. ANY USE PERMITTED IN THE R-SF-6 PLANNING AREA
b. MULTI-FAMILY DWELLING UNITS TO INCLUDE, BUT NOT LIMITED TO, APARTMENTS, CONDOMINIUMS, PATIO HOMES AND TOWNHOMES

2. USES BY SPECIAL REVIEW
a. ANY USE PERMITTED BY SPECIAL REVIEW IN R-SF-6
b. BED AND BREAKFAST INN

3. ACCESSORY USES
a. SATELLITE DISH (18" OR SMALLER)
b. TRAILS; PEDESTRIAN AND BICYCLE
c. KEEPING OF PETS
d. STORAGE SHED; 100 SQUARE FEET MAXIMUM AND SUBJECT TO ARCHITECTURAL AND MAINTENANCE CONTROLS AND COVENANTS

4. DEVELOPMENT STANDARDS
a. MAXIMUM AVERAGE DENSITY OF TWELVE (12) DWELLING UNITS PER ACRE WITHIN EACH PLANNING AREA
b. MAXIMUM BUILDING HEIGHT - 45 FEET
c. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
d. MINIMUM LOT AREA - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
e. MAXIMUM BUILDING COVERAGE - 40%

**SECTION 8 | RESIDENTIAL PLANNING AREA R-MF-24**

1. PERMITTED USES
a. ANY USE PERMITTED IN THE R-TH-12 PLANNING AREA
b. BED AND BREAKFAST INN

2. USES BY SPECIAL REVIEW
a. ANY USE PERMITTED BY SPECIAL REVIEW IN R-TH-12

3. ACCESSORY USES
a. SATELLITE DISH (18" OR SMALLER)
b. TRAILS; PEDESTRIAN AND BICYCLE
c. KEEPING OF PETS

4. DEVELOPMENT STANDARDS
a. MAXIMUM AVERAGE DENSITY OF TWENTY-FOUR (24) DWELLING UNITS PER ACRE WITHIN EACH PLANNING AREA
b. MAXIMUM BUILDING HEIGHT - 50 FEET
c. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
d. MINIMUM LOT AREA - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN
e. MAXIMUM BUILDING COVERAGE - 40%

**SECTION 9 | PRIVATE OPEN SPACE OSP**

1. PERMITTED USES
a. OPEN SPACE
b. GOLF COURSES
c. PARKS, PLAYGROUNDS AND PICNIC AREAS, EXCLUDING CAMPING OR OVERNIGHT PARKING
d. PUBLIC OR PRIVATE MEMBERSHIP CLUBS AND HEALTH CLUBS, INCLUDING INCIDENTAL SHOPS, PERSONAL SERVICE ESTABLISHMENTS, RESTAURANTS AND LOUNGES.
e. COMMUNITY CENTERS
f. COMMUNITY RECREATION FACILITIES
g. IRRIGATION WATER STORAGE FACILITIES

2. USES BY SPECIAL REVIEW
a. EQUESTRIAN TRAILS

3. ACCESSORY USES
a. TRAILS; PEDESTRIAN AND BICYCLE
b. PARKING

4. DEVELOPMENT STANDARDS
a. MAXIMUM BUILDING HEIGHT - 50 FEET
b. SETBACKS - TO BE ESTABLISHED WITH THE SITE DEVELOPMENT PLAN

**SECTION 10 | PUBLIC LAND DEDICATION PLD**

1. PERMITTED USES
a. OPEN SPACE
b. GOLF COURSES
c. PARKS, PLAYGROUNDS AND PICNIC AREAS, EXCLUDING CAMPING OR OVERNIGHT PARKING
d. PUBLIC SCHOOLS, SCHOOL GROUNDS AND PLAYING FIELDS
e. COMMUNITY CENTERS
f. COMMUNITY RECREATION FACILITIES
g. PUBLIC BUILDINGS INCLUDING, BUT NOT LIMITED TO, LIBRARIES, FIRE AND POLICE STATIONS
h. SUCH OTHER PUBLIC USES NOT INCONSISTENT WITH THE NATURE OF THE SURROUNDING PLANNING AREAS, AS MAY BE PERMITTED BY THE TOWN OF CASTLE ROCK
i. IRRIGATION WATER STORAGE FACILITIES

2. USES BY SPECIAL REVIEW
a. EQUESTRIAN TRAILS

3. ACCESSORY USES
a. TRAILS; PEDESTRIAN AND BICYCLE
b. PARKING

4. DEVELOPMENT STANDARDS
a. MAXIMUM BUILDING HEIGHT - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA, EXCEPT FOR SCHOOL GYMNASIUMS THAT ARE LIMITED TO 45 FEET.
b. SETBACKS - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA.

**SECTION 11 | DEDICATED OPEN SPACE**

1. PERMITTED USES
a. OPEN SPACE
b. GOLF COURSES
c. PARKS, PLAYGROUNDS AND PICNIC AREAS, EXCLUDING CAMPING OR OVERNIGHT PARKING
d. PUBLIC SCHOOLS, SCHOOL GROUNDS AND PLAYING FIELDS
e. COMMUNITY CENTERS
f. COMMUNITY RECREATION FACILITIES
g. PUBLIC BUILDINGS INCLUDING, BUT NOT LIMITED TO, LIBRARIES, FIRE AND POLICE STATIONS
h. SUCH OTHER PUBLIC USES NOT INCONSISTENT WITH THE NATURE OF THE SURROUNDING PLANNING AREAS, AS MAY BE PERMITTED BY THE TOWN OF CASTLE ROCK
i. IRRIGATION WATER STORAGE FACILITIES

2. USES BY SPECIAL REVIEW
a. EQUESTRIAN TRAILS

3. ACCESSORY USES
a. TRAILS; PEDESTRIAN AND BICYCLE
b. PARKING

4. DEVELOPMENT STANDARDS
a. MAXIMUM BUILDING HEIGHT - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA, EXCEPT FOR SCHOOL GYMNASIUMS THAT ARE LIMITED TO 45 FEET.
b. SETBACKS - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA.

**SECTION 12 | ACCESSORY USES**

1. PERMITTED USES
a. ROADWAYS, BIKE PATHS, PEDESTRIAN TRAILS
b. FENCES AND WALLS
c. SOLAR COLLECTION DEVICES
d. PATIO/GAZEBO
e. FACILITIES FOR THE ACQUISITION, TREATMENT AND STORAGE OF WATER
f. FACILITIES FOR THE COLLECTION, TREATMENT AND DISPOSAL OF SEWAGE
g. FACILITIES FOR THE COLLECTION, TREATMENT AND DISPOSAL OF REUSE WATER
h. DRAINAGE STRUCTURES
i. OPEN SPACE AND PONDS TO INCLUDE STORM WATER DETENTION AREAS
j. UNDERGROUND UTILITY AND COMMUNICATION DISTRIBUTION LINES, PROVIDED THAT NO PUBLIC OFFICES AND REPAIR OR STORAGE FACILITIES ARE MAINTAINED ON THE SITE.

2. USES BY SPECIAL REVIEW
a. ELECTRIC SUBSTATIONS AND GAS REGULATOR STATIONS

3. DEVELOPMENT STANDARDS
a. MAXIMUM BUILDING HEIGHT - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA, EXCEPT FOR SCHOOL GYMNASIUMS THAT ARE LIMITED TO 45 FEET.
b. SETBACKS - AS PERMITTED IN THE MOST PERMISSIVE ABUTTING PLANNING AREA.

**SECTION 13 | SUBMISSION OF SITE DEVELOPMENT PLANS AND PLATS**

1. FOLLOWING THE APPROVAL OF THIS PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS, OWNERS OF THE PD PROPERTY SHALL PRESENT A SITE DEVELOPMENT PLAN FOR ALL OR ANY PORTION OF THE PLANNING AREAS AS THEY ARE READY FOR DEVELOPMENT.

2. NO STRUCTURAL BUILDING PERMIT WILL BE ISSUED UNTIL A SITE DEVELOPMENT PLAN FOR SUCH PLANNING AREA HAS BEEN APPROVED.

3. IF THE SUBDIVISION REGULATIONS OF THE TOWN OF CASTLE ROCK REQUIRE APPROVAL OF A PLAT BY TOWN COUNCIL PRIOR TO SALE OR TRANSFER OF THE PROPERTY, IN WHOLE OR IN PART, IS PERMITTED WITHOUT PRIOR APPROVAL OF A SITE DEVELOPMENT PLAN, PROVIDED THE PLAT HAS BEEN APPROVED AND CONTAINS THE FOLLOWING LANGUAGE.

"PURSUANT TO THE TOWN OF CASTLE ROCK ORDINANCE NO. 83-16, NO BUILDING PERMIT WILL BE ISSUED FOR THE ERECTION OF ANY STRUCTURAL IMPROVEMENT IN ANY AREA DESCRIBED HEREON FOR WITH A SITE DEVELOPMENT PLAN HAS NOT BEEN APPROVED BY THE TOWN OF CASTLE ROCK TOWN COUNCIL."

**SECTION 14 | TRANSITIONAL USE**

1. AFTER APPROVAL OF THE CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS, AMENDMENT NO. 7 INCORPORATED HEREIN BY REFERENCE, ANY PORTION OR PORTIONS OF THE PROPERTY DESCRIBED ABOVE THAT HAS NOT BEEN SUBJECT TO AN APPROVED SITE DEVELOPMENT PLAN AND PLAT, MAY BE USED FOR AGRICULTURAL PURPOSES UNTIL APPROVAL OF THE SITE DEVELOPMENT PLAN AND PLAT FOR THE SUBJECT PROPERTY. AGRICULTURAL USES, FOR THE PURPOSE OF THIS SECTION, SHALL MEAN FARMING, RANCHING, GRAZING, GARDENING, BUILDINGS AND OUT-BUILDINGS PERTAINING THERETO. IT SHALL NOT BE DEEMED TO INCLUDE COMMERCIAL FEED YARDS, COMMERCIAL POULTRY OR PIG FARMS, FUR FARMS OR KENNELS.

2. ANY ACTIVITY PERMITTED BY THIS SECTION SHALL BE CONSIDERED TO BE A VALID PRE-EXISTING NON-CONFORMING USE WITHIN THE AREA DESCRIBED ABOVE UNTIL APPROVAL OF A SITE DEVELOPMENT PLAN OR PLAT FOR THE SUBJECT AREA.

3. SUCH TRANSITIONAL USE AREAS SHALL BE CLOSED TO VEHICULAR TRAFFIC AND OFF-ROAD RECREATIONAL MOTOR VEHICLES, EXCEPT FOR AGRICULTURAL VEHICLES AND IMPLEMENTS, EMERGENCY VEHICLES, VEHICLES ENGAGED IN UTILITY AND OTHER MAINTENANCE WORK, AND DESIGNEES OF THE DEVELOPER.

Sheet Index
Sheet 1 of 3: Title Sheet
Sheet 2 of 3: PD Plan
Sheet 3 of 3: PD Zoning Regulations



CVR

Legacy Consulting Engineers

**Crystal Valley Ranch**
Planned Development, Amendment No. 7
Town Project No. PDP 25-0007

**PD Plan and Zoning Regulations**

C:\Users\Jim\OneDrive\Documents\legacy\CVR\CVRPA3A\Rezoning\PDP25-0007 Plan.dwg, Sht-3, 12/5/2025 3:11:32 PM, 1:1

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# RESOLUTION NO. 2025-139

## A RESOLUTION AUTHORIZING THE CONVEYANCE OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING 14, FROM THE TOWN OF CASTLE ROCK TO CVR PA3A LLC AND THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING CONCERNING THE DEVELOPMENT OF SUCH PROPERTY BETWEEN THE TOWN AND CVR PA3A LLC

**WHEREAS**, on February 27, 2007, the Town Council (the "Town Council") of the Town of Castle Rock (the "Town") adopted Ordinance No. 2006-59 approving Major Amendment No. 3 to the Crystal Valley Ranch Preliminary Planned Development Site Plan (the "2007 Site Plan") and the Amended and Restated Development Agreement (the "2007 Agreement") with Maple Grove Land LP, Richard A. Putnam, Wayne E. Brown Family LLC, Crystal Valley Ranch Development Co, LLC, Crystal Valley Ranch Master Association, Inc., and Crystal Valley Metropolitan District No. 1 (collectively, the "Original Developers"); and

**WHEREAS**, among other things, Section 7.01 of the 2007 Agreement provided for the dedication of a 20.171-acre site (the "Property") to the Town for use as a middle school by the Douglas County School District RE-1 (the "District"), which Property is described in the legal description attached hereto as ***Exhibit A***; and

**WHEREAS**, the 2007 Agreement further provided that such dedication was to be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; (ii) within 30 days' notice that District funding is in place for the school, or (iii) December 31, 2009; and

**WHEREAS**, on February 14, 2012, the Town Council adopted Ordinance No. 2011-35 approving Major Amendment No. 4 to the Crystal Valley Ranch Preliminary Planned Development Site Plan and the Second Amended and Restated Development Agreement (the "2011 Agreement") the Owners; and

**WHEREAS**, among other things, the 2011 Agreement changed the timing of such dedication by providing that it would be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; or (ii) within 30 days' notice that District funding is in place for the school; and

**WHEREAS**, on February 3, 2015, following the recordation of the first plat in Planning Area 3, the Property was conveyed by the Original Developers to the Town by means of a special warranty deed, which deed is filed in the Douglas County property records at Reception No. 2015007386; and

**WHEREAS**, Section 7.01 further provides that, irrespective of such dedication, in the event that the District gives written notice to the Town that it will never utilize the Property for a school, then the site may be developed in accordance with the zoning regulations, preliminary site plan, and zoning ordinance for the Crystal Valley Ranch Planned Development (collectively, the "Development Plan"); and

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**WHEREAS**, on February 3, 2025, the Town received written notice from the District Superintendent that, due to changing enrollment patterns, the District has determined that it will not use the Property for a school; and

**WHEREAS**, CVR PA3A LLC, as successor in interest to the Original Developer (the "Current Developer"), has informed the Town that it will be exercising its rights under the 2007 Agreement to have the Property re-conveyed to it for residential development in accordance with the Development Plan; and

**WHEREAS**, pursuant to Section 14.02.040.A of the Town Municipal Code (the "Code"), Town Council may approve the disposition of real property so long as such disposition is in compliance with Section 31-15-713, C.R.S; and

**WHEREAS**, Section 31-15-713(1)(b), C.R.S., expressly allows the Town to dispose of property not used or held for any governmental purpose by means of an ordinance; and

**WHEREAS**, given that: (i) the Town Council expressly approved residential zoning for the Property in the 2007 Site Plan and (ii) no rights in and to the Property were ever conveyed to the District, the Town Council hereby finds and determines that the Town neither used nor held the Property for a governmental purpose within the meaning of Section 31-15-713, C.R.S.; and

**WHEREAS**, accordingly, the Town Council further finds and determines that Ordinance No. 2006-59 provides the requisite authority for the Town to dispose of the Property by reconveying it to the Current Developer as contemplated in Section 7.01 the 2007 Agreement; and

**WHEREAS**, Town Staff and the Current Developer have reached an agreement in principle on the terms and conditions of a Memorandum of Understanding (the "MOU") whereby the Town will work with the Current Developer to bring into effect a site development plan for the Property that will be consistent with the configuration described in the map attached hereto as ***Exhibit B***; and

**WHEREAS**, the Town and the Current Developer have acknowledged in the MOU that this plan will require:

i. The subdivision of the Property to identify an approximately 0.9-acre parcel located on the eastern boundary of such Property described in ***Exhibit B*** as the "the "Land Swap Area;"

ii. The subdivision of Rhyolite Park to identify an approximately 0.9-acre parcel located immediately to the west of the Property described in ***Exhibit B*** as "Open Space to CVR" Area;

iii. The exchange of the "Land Swap Area" and the "Open Space to CVR" Area between the Town and the Current Developer; and

iv. The rezoning of the "Open Space to CVR" Area in accordance with its future use and the granting of any related encumbrances to further such use (*e.g*,, to provide

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emergency vehicle access or temporary construction easements necessitated by the swap); and

**WHEREAS**, the exchange of these parcels will allow for development of the Property to proceed with: (i) the replacement of a proposed roadway with a landscaped buffer area to be located between the Property and the existing residential neighborhood located directly to the east; (ii) the addition of a road connection on the west side of the Property to Rhyolite Regional Park; and (iii) the replacement of the northernmost road connection to the existing residential neighborhood with a cul de sac and any necessary emergency vehicle access; and

**WHEREAS**, in addition, the Current Developer has consented in the MOU to the use by the Town of approximately $754,000 in previously deposited funds for the purpose of constructing a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park; and

**WHEREAS**, the Town Council finds that it is in the best interests of the Town and its residents to authorize the execution of the MOU.

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

**Section 1.** **Reconveyance of the Property**. In accordance with Section 14.02.060 of the Castle Rock Municipal Code, the Town Manager and Town Attorney are hereby directed to reconvey the Property described in ***Exhibit A*** to this Resolution to the Current Developer by special warranty deed.

**Section 2.** **Memorandum of Understanding**. The MOU between the Town and the Current Developer is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Town Manager and other proper Town officials are hereby authorized to execute the MOU and any technical amendments thereto by and on behalf of the Town.

**PASSED, APPROVED AND ADOPTED** this 21st day of October, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 6 for and 1 against.

**ATTEST:**

DocuSigned by:
298A8A4EDEE34AF...
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

DocuSigned by:
A7938A42F3A848A...
Jason Gray, Mayor

**Approved as to form:**

DocuSigned by:
F7347F32A6794D1...
Michael J. Hyman, Town Attorney

**Approved as to content:**

Signed by:
1BB5437CEF75414...
David L. Corliss, Town Manager

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**Exhibit A**
**Legal Description**

Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

**Exhibit B**
**Property Swap Map**



Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

# MEMORANDUM OF UNDERSTANDING
# and
# AGREEMENT

**This Memorandum of Understanding and Agreement** ("**Agreement**") is made effective according to its terms and dated this 21st day of October, 2025, by and between CVR PA3A LLC, a Colorado limited liability company (the "**Developer**"), and the Town of Castle Rock, a home rule municipality (the "**Town**").

## Recitals:

**WHEREAS**, the Town and the Developer's predecessor in interest entered into that certain Development Agreement dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the "**Development Agreement**");

**WHEREAS,** the Development Agreement requires the Town to reconvey Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the "**Property**") to the Developer if the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school pertaining to certain real property.

**WHEREAS,** the Douglas County School District RE-1 delivered such notice to the Town on February 3, 2025;

**WHEREAS,** as of the date of this Agreement, the Town has not reconveyed the Property to the Developer and the Developer has alleged that the Town is in default of its obligations under the Development Agreement (the "**Dispute**");

**WHEREAS,** developer has proposed to develop the Property in accordance with Site Plan A attached hereto and incorporated herein.

**WHEREAS,** in an attempt to settle the Dispute, the Town and the Developer, working together, have approved the development of the Property, as modified by this Agreement, reasonably in accordance with Site Plan B attached hereto and incorporated herein;

**WHEREAS,** the parties have agreed that the development of the Property, as modified by this Agreement, pursuant to Site Plan B is beneficial to both the Town and the Developer; and

**WHEREAS,** the parties wish to avoid the expense and vagaries of litigation in relation to the Development Agreement, and desire to resolve the Dispute on the terms and conditions set forth below.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

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1. **Reconveyance of the Property**. The Town shall reconvey the Property to the Developer with the with the same quality of title as the Town received on or before October 24, 2025 (the "**Reconveyance**").

2. **Swap Parcels.** The parties have identified an area of the Reconveyed Parcel (the "**Developer Swap Parcel**") identified on Exhibit A attached hereto and incorporated herein and an equal area of the Town (the "**Town Swap Parcel**") identified on Exhibit B attached hereto and incorporated herein. The Property, together with the Town Swap Parcel and less the Developer Swap Parcel is referred to herein as the "**Reconfigured Property**."

3. **Transfer of Swap Parcels**. The Town shall convey the Town Swap Parcel to Developer, with a Special Warranty Deed, subject to only those permitted exceptions approved by Developer in writing. Developer shall transfer the Developer Swap Parcel to the Town with the same quality of title it received from the Town in the Reconveyance provided that the following conditions are satisfied:

A. The Town shall have rezoned and, if required, replated the Town Swap Parcel such that the Town Swap Parcel has the same final and unappealable zoning, rights, and entitlements as the Property.

B. The Town acknowledges and shall not unreasonably withhold any variances, approvals, easements, and consents reasonably required in connection with the development of the Reconfigured Property as set forth on Site Plan B. For the avoidance of any ambiguity, the Town further acknowledges that the Developer intends to submit for Town review and approval a Site Development Plan which is reasonably consistent with the plan shown on Site Plan B. It is the express intent of the parties that the Reconfigured Property may be developed in accordance with Site Plan B. Review of the Site Development Plan shall be conducted in accordance with all Town policies and procedures applicable to residential development. The Town shall not impose any fees, exactions, or other obligations upon the Developer with respect to the development of the Reconfigured Property in excess of what is required of residential development under applicable Town regulations.

C. The Town represents and warrants that in no event shall the entitlements required for the development of the Reconfigured Property, the issuance of building permits for the Reconfigured Property, any requirement for offsite improvements, or the fees due to the Town in connection with the development of the Reconfigured Property in reasonable accordance with Site Plan B be materially different that than the same would have been if the Property was developed in accordance with the plan set forth on Site Plan A (together, the "**Town Conditions**").

4. **Town Condition Deadline**. The Town, as its sole cost and expense, shall satisfy the Town Conditions set forth in Section 3.A above by no later than March 1, 2026 (the "**Condition Deadline**") and the parties shall consummate the transfers identified in Section 3.A above five days after the satisfaction of the Town Conditions.

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**5. Intersection Control Improvements.** The parties acknowledge that the payments required by Section 6.13 of the Development Agreement have been paid to the Town and that the Town is holding approximately $754,000 in previously deposited funds. The Developer expressly consents to the Town's use of such funds to construct a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park.

**6. Liquidated Damages**. The parties acknowledge that the Developer will be irreparably harmed if the Town fails to satisfy the Town Conditions by the Condition Deadline and the actual damages that might be sustained by Developer are uncertain and difficult to ascertain, and that after negotiation, the parties have made their best reasonable estimate of such damage and have agreed that the Town will be responsible for all actual out of pocket expenses incurred by Developer in connection with the Dispute and the preparation of development plans for the Property pursuant to Site Plan A incurred as of the Condition Deadline if the Town Conditions are not satisfied by the Condition Deadline. In addition, if the Town fails to satisfy the Town Conditions by the Condition Deadline, the Town will promptly work in good faith with the Developer to provide all approvals necessary for the entitlement and development of the Property in accordance with Site Plan B.

**7. Default**. If either party breaches its obligations in this Agreement, the other party shall have all remedies available at law, in equity and as set forth in the Development Agreement with respect to the Dispute and any breach of this Agreement.

**8. Binding Nature**. This Agreement shall be construed as covenants running with the land. This Agreement (and its rights and obligations) shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title. Section 3 shall survive the consummation of the property swap contemplated by this Agreement.

**9. Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the City's immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

**10. No Development Obligation.** Nothing in this Agreement shall be construed as on obligation for the Developer to develop the Property or the Reconfigured Property and in no event shall any development be restricted to the site plans attached hereto; provided, however, that any development of the property shall be in compliance with all applicable laws.

**11. Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement.

**12. Prevailing Party**. In the event of any litigation, dispute or contest arising from a breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection with such litigation, dispute or contest, including without limitation, reasonable attorneys' fees.

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**13. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Douglas, State of Colorado.

**14. Binding Effect; Recordation.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns. Either party is entitled to record this Agreement with the Douglas County Clerk and Recorder's Office, State of Colorado against the Property and the Town Swap Parcel.

**15. Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

**16. Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be construed according to its fair meaning and as if prepared by all of the parties hereto.

[*Signature Page Follows*]

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**In Witness Whereof**, the parties have executed this Agreement as of the date first above written.

**Town of Castle Rock, Colorado**

Signed by:
By: David L. Corliss 10/22/2025 | 9:00 AM MDT
1BB5457CFF75414...
Town Manager

Attest:
DocuSigned by:
Lisa Anderson DS
298A8A4EDEE34AF...
Town Clerk

Approved as to Form:
DocuSigned by:
Mike Hyman
F7347F32A6794D1...
Town Attorney

**CVR PA3A LLC,**
a Colorado limited liability company

Signed by:
By: Gregg Brown 10/24/2025
EED406B6C8CE40A...

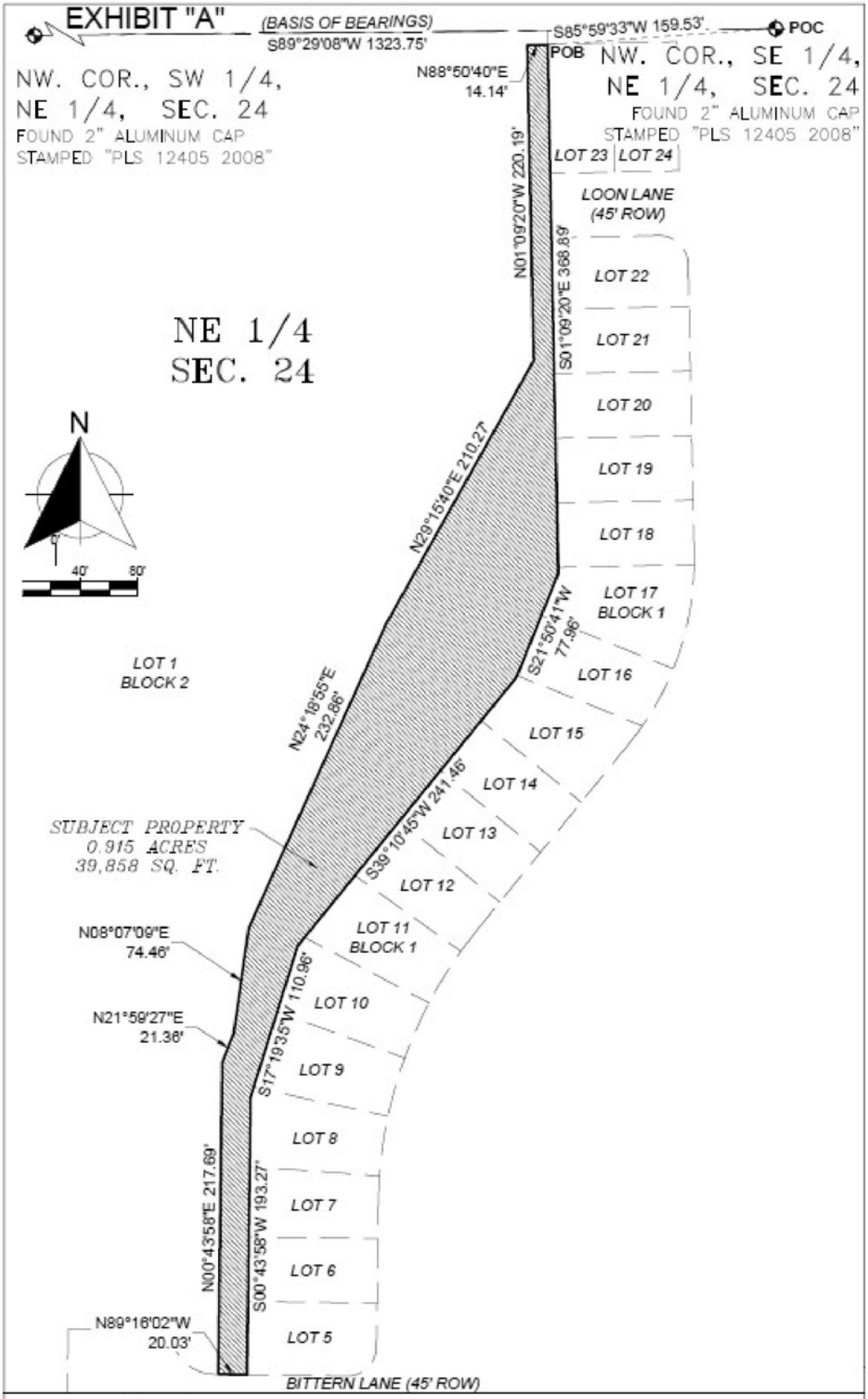
Title: Gregg Brown, Manager

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

**Exhibit A**

Legal Description of the Developer Swap Parcel
(see attached)

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9




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Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING NO. 14, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2015007384 ON FEBRUARY 6, 2015 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS SOUTH 89°29'08" WEST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE SOUTH 85°59'33" WEST, 159.53 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 SAID POINT ALSO BEING THE **POINT OF BEGINNING**

**THENCE** ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2 THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 01°09'20" EAST, 368.89 FEET;
2) SOUTH 21°50'41" WEST, 77.96 FEET;
3) SOUTH 39°10'45" WEST, 241.46 FEET;
4) SOUTH 17°19'35" WEST, 110.96 FEET;
5) SOUTH 00°43'58" WEST, 193.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BITTERN LANE;

**THENCE** NORTH 89°16'02" WEST, ALONG SAID NORTH RIGHT-OF-WAY, 20.03 FEET;

**THENCE** DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 00°43'58" EAST, 217.69 FEET;

**THENCE** NORTH 21°59'27" EAST, 21.36 FEET;

**THENCE** NORTH 08°07'09" EAST, 74.46 FEET;

**THENCE** NORTH 24°18'55" EAST, 232.86 FEET;

**THENCE** NORTH 29°15'40" EAST, 210.27 FEET;

**THENCE** NORTH 01°09'20" WEST, 220.19 FEET;

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**THENCE** NORTH 88°50'40" EAST, 14.14 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,858 SQUARE FEET, MORE OR LESS.

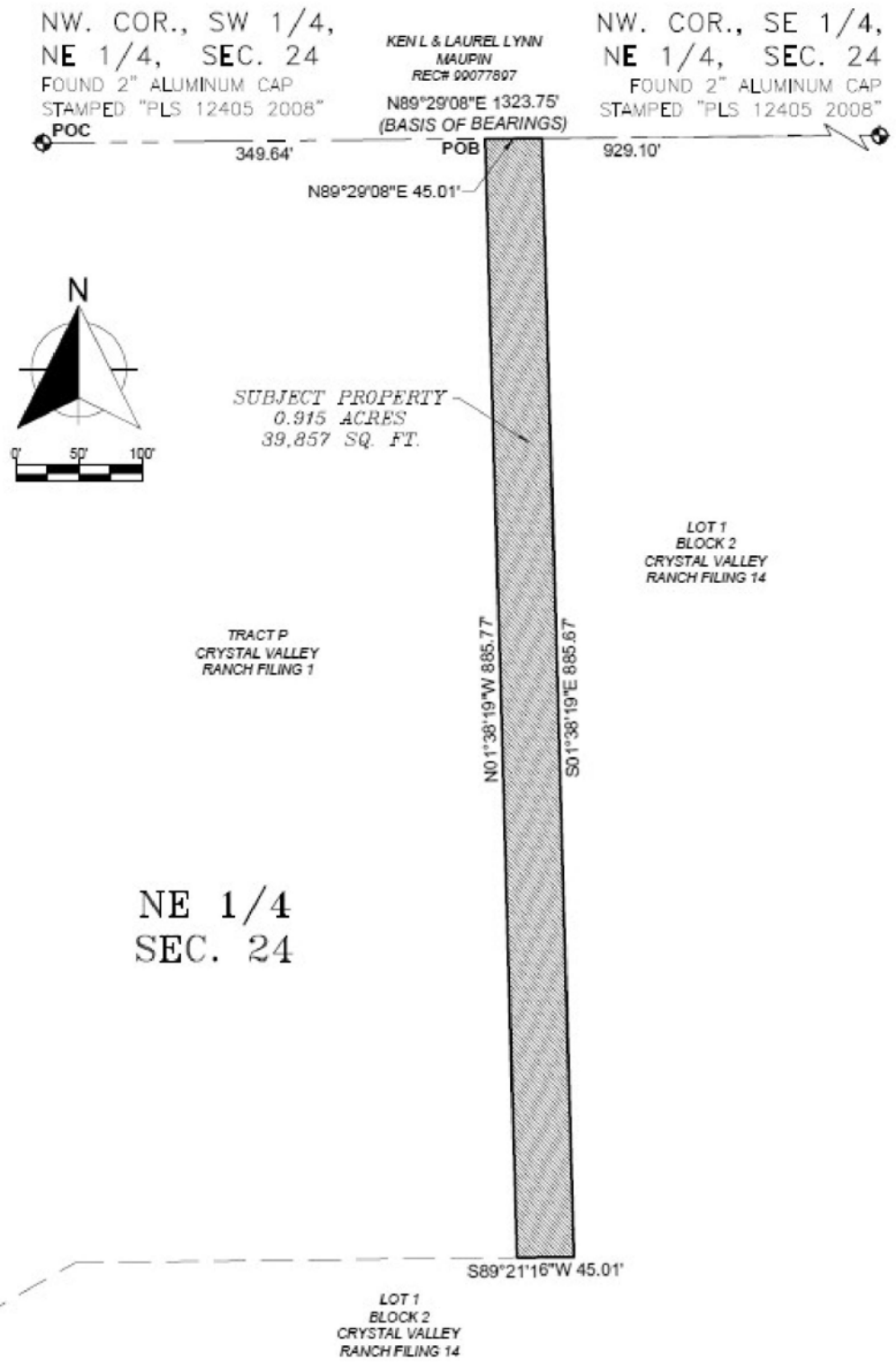
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**Exhibit B**

Legal Description of the Town Swap Parcel
(see attached)

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

# EXHIBIT "B"




Project NO.: 025392
Drawn By: KMA
Drawing date: 6-09-2025
Checked By: LBO

A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH P.M. COUNTY OF DOUGLAS, STATE OF COLORADO

wsb

Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

## LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2002087570 ON AUGUST 29, 2002 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS NORTH 89°29'08" EAST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF SAID TRACT P, NORTH 89°29'08" EAST, 394.64 FEET TO THE **POINT OF BEGINNING**

**THENCE** CONTINUING ALONG SAID NORTH LINE, NORTH 89°29'08" EAST, 45.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT P;

**THENCE** SOUTH 01°38'19" EAST ALONG THE EAST LINE OF SAID TRACT P, 885.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT P;

**THENCE** SOUTH 89°21'16" WEST, ALONG THE SOUTH LINE OF SAID TRACT P, 45.01 FEET;

**THENCE** DEPARTING SAID SOUTH LINE, NORTH 01°38'19" WEST, 885.77 FEET TO **THE POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,857 SQUARE FEET, MORE OR LESS.

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# Site Plan A



Docusign Envelope ID: 53B2DCB5-6805-4EA6-AE91-A13B590D2CF9

## Site Plan B



# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/21/2025

**Item #:** 25. **File #:** RES 2025-139

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

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

**From:** Tara Vargish, PE, Director, Development Services

**Resolution Authorizing the Conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14, from the Town of Castle Rock to CVR PA3A LLC and the Execution of a Memorandum of Understanding Concerning the Development of Such Property Between the Town and CVR PA3A LLC** *(located north of Crystal Valley Parkway, west of Lake Gulch Road, east of and adjacent to Rhyolite Park]*

## Executive Summary

This resolution is being presented to Town Council to convey certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA). Additionally, the resolution authorizes the Town Manager to execute a Memorandum of Understanding with the developer on the development plan with additional buffers and cul-de-sacs adjacent to existing residential development, and lays out a target schedule to swap an additional strip of land to provide the buffer and process the necessary rezoning of this area.

## Staff Recommendation

Staff recommends Council approval of the proposed resolution that conveys the existing parcel back to the developer, per the terms of the Development Agreement, and also approves the Memorandum of Understanding with the developer to layout the preferred option (Option 3 above), as well as provide direction to swap land with the Town to provide an additional buffer for the development, and layout the general timelines for the associated rezoning.

## Proposed Motion

Option 1:
*"I move to approve the Resolution as introduced by title."*

Option 2:
*"I move to approve the Resolution with the following changes: _____"*

Option 3:
*"I move to continue to public hearing to _____(date)_____, to allow for further information to be provided on _____."*

**Attachments**

Attachment A: Resolution
Attachment B: Vicinity Map
Attachment C: CVR DA, Article VII, Section 7.01
Attachment D: Agreement between DCSD and Developer
Attachment E: DCSD Written Notice Letter
Attachment F: Public Comment
Attachment G: Photos of CVR F14 Lot 1

Meeting Date: October 21, 2025

# AGENDA MEMORANDUM

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

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

**From:** Tara Vargish, PE, Director, Development Services

**Title**: **Resolution: Crystal Valley Ranch Filing 14, Block 2, Lot 1 - Proposed Property Conveyance** *(located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road)*

## Executive Summary

This resolution is being presented to Town Council to convey certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA). Additionally, the resolution authorizes the Town Manager to execute a Memorandum of Understanding with the developer on the development plan with additional buffers and cul-de-sacs adjacent to existing residential development, and lays out a target schedule to swap an additional strip of land to provide the buffer and process the necessary rezoning of this area.

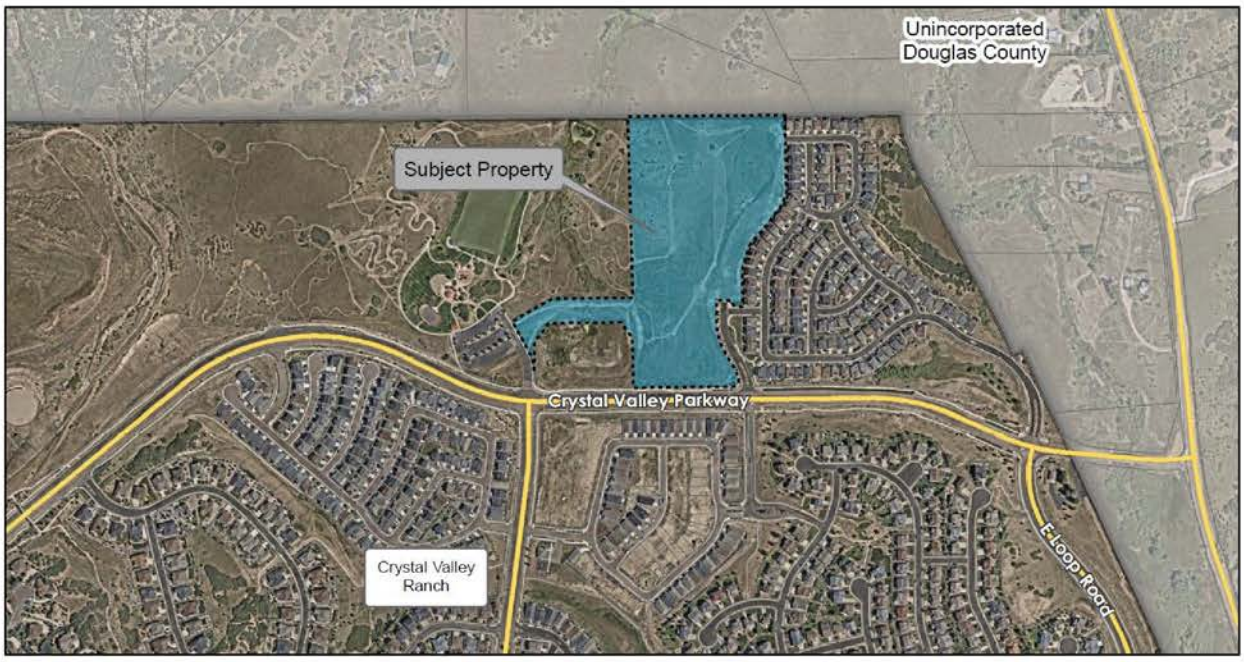



Figure 1: Vicinity Map

## Notification and Outreach

*Public Notice*

Public hearing notice signs were posted on the property on July 31, 2025. Written notice letters were sent to property owners and Homeowner Associations (HOA) within 500 feet of the property, at least 15 days prior to the public hearing on Sept 2, 2025. At that hearing, Town Council continued the public hearing item to October 21, 2025. No additional mailing was required. Town staff published notice of the Town Council public hearing on the Town's website.

## Background

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

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

The 21-acre parcel has been vacant since being zoned and later dedicated to the Town of Castle Rock. Over the years the Town's Parks and Recreation Department has installed disc golf improvements on the land to temporarily take advantage of the vacant property and provide residents with an outdoor recreation amenity. It is the Town's intent to relocate those disc golf improvements to facilitate conveying the property back to the original developer.

## Discussion

On January 28, 2025, the Douglas County School District RE-1 entered into an agreement (Attachment D) with the developer Maple Grove Land Limited Partnership, where DCSD determined that this parcel was surplus and no longer needed for a school site. That agreement required DCSD to send a letter to the Town, per the requirements of the Development Agreement, to initiate the re-conveyance of the parcel back to the developer. Additionally, at such time as the Town conveys the land to the developer, the developer is obligated to pay DCSD $500,000 as a cash-in-lieu payment to be a substitute for the school site.

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

At the September 2, 2025, Council meeting, the following 3 options were discussed as it relates to future development of the parcel"

**Option 1:**
Option 1 would be to convey the parcel "as is" to the Developer. The developer has submitted a preapplication for residential development of the parcel for 112 single family lots, with similar lot sizes and road connectivity to the adjacent existing homes to the east. This layout would align with the current development proposal from the applicant, shown in this sketch with roadway connections to the neighborhood to the east, and no roadway connection to Rhyolite Park on the west



Option 1 Sketch

**Option 2:**
A second option for Council consideration is to swap an approximately 45 feet width of land on the west side of the current parcel with the developer for similar acreage on the east side of this parcel. That would allow the future developed area to have an increased buffer on the east side with the existing homes. This layout includes a road connection to Rhyolite Park on the west, and replaces a proposed roadway behind existing homes with a landscaped buffer area on the east. This option is more procedurally complicated than



Option 2 Sketch

the reconveyance outlined in the Development Agreement, as it would require a land swap with the developer and the Town for this 45 ft wide strip of land on the west side for similar acreage on the east, and would require this 45 ft strip to be rezoned to match the current parcel. This option would provide some buffering with existing neighbors on the east side of the parcel.

**Option 3:**
A third option is very similar to Option 2, however the northern most road connection to the existing neighborhood is turned into a cul de sac, eliminating that as a route for existing or new residents to use. An emergency vehicle access would likely be needed in this location to satisfy Fire access requirements. This option, like Option 2, would require a swap of land with the Town and rezoning of the 45 ft wide strip of land on the west side of the parcel.




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**Staff Recommendation**

Staff recommends Council approval of the proposed resolution that conveys the existing parcel back to the developer, per the terms of the Development Agreement, and also approves the

Memorandum of Understanding with the developer to layout the preferred option (Option 3 above), as well as provide direction to swap land with the Town to provide an additional buffer for the development, and layout the general timelines for the associated rezoning.

**Proposed Motion**

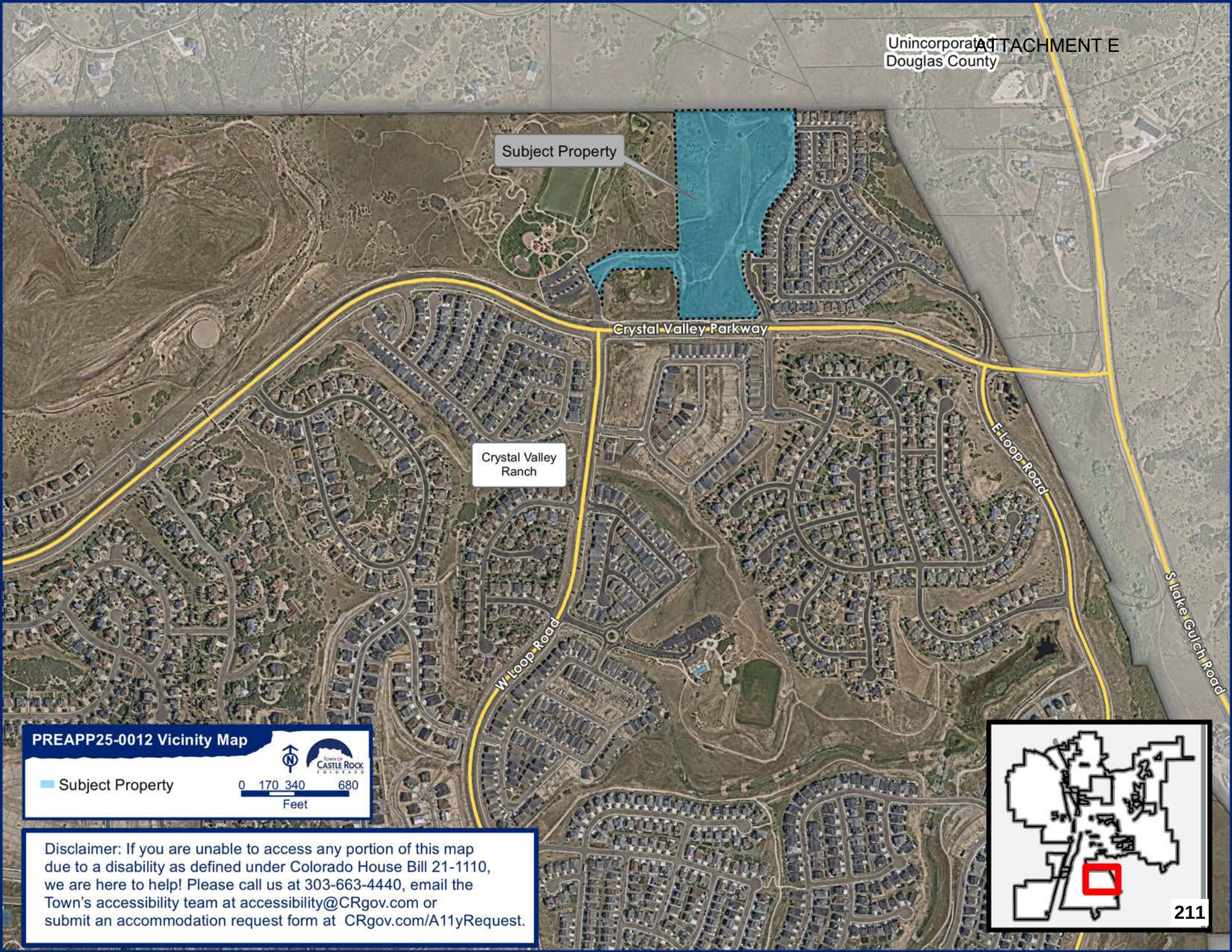
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Option 2:
*"I move to approve the Resolution with the following changes: _____"*

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**Attachments**

Attachment A: Resolution
Attachment B: Vicinity Map
Attachment C: CVR DA, Article VII, Section 7.01
Attachment D: Agreement between DCSD and Developer
Attachment E: DCSD Written Notice Letter
Attachment F: Public Comment
Attachment G: Photos of CVR F14 Lot 1


Unincorporated
Douglas County
Subject Property
Crystal Valley Parkway
Crystal Valley Ranch
E Loop Road
W Loop Road
S Lake Gulch Road
PREAPP25-0012 Vicinity Map
Subject Property
0 170 340 680
Feet
Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

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

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

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

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

## ARTICLE VII
## PUBLIC LANDS AND FACILITIES

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C



## AGREEMENT TO SURPLUS DEDICATED SCHOOL SITE

This Agreement to Surplus Dedicated School Site ("Agreement") is made and entered into this 28th, day of January, 2025 ("Effective Date"), by and between Douglas County School District RE-1 ("District"), a public school district of the State of Colorado, and CVR PA3A LLC, a Colorado limited liability company, as successor in interest (as it pertains to the reconveyance contemplated by this Agreement) to Maple Grove Land limited Partnership, a Minnesota limited partnership, Putnam CVR LLC, a Minnesota limited liability company, and Wayne E. Brown Family L.L.C., a Minnesota limited liability company ("Owner").

## RECITALS

WHEREAS, the District is a public school district whose Board of Education ("Board") has the authority to sell and convey District property which may not be needed within the foreseeable future for any purpose authorized by law, and upon such terms and conditions as the Board may approve; and

WHEREAS, the Owner is the successor in interest with respect to the reconveyance interest in that certain Crystal Valley Ranch Second Amended and Restated Development Agreement with the Town of Castle Rock ("Town") dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the "Development Agreement"), pursuant to which Owner conveyed certain real property located in Douglas County, Colorado and more particularly described as Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the "School Site") to the Town to be held for the benefit of the District as required by the then-current Town Municipal Code; and

WHEREAS, the Development Agreement provides that in the event the District gives written notice to the Town that it will never use the School Site for a school, then the Town shall re-convey the Site to Owner; and

WHEREAS, due to a change in enrollment patterns, the District has determined that it will never use the School Site for a school and that cash in lieu of land dedication in the amount of Five Hundred Thousand Dollars and No/100 ($500,000.00) (the "Cash in Lieu Payment") is acceptable as a substitute for the School Site; and

WHEREAS, the Owner desires to have the District relinquish its interest in the School Site by providing written notice to the Town and, upon acquisition of the School Site from the Town, to pay the Cash in Lieu Payment to the District; and

WHEREAS, the District desires to cause the Town to re-convey the School Site in consideration for the Cash in Lieu payment subject to the terms and conditions of this Agreement.

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C



## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated by reference herein, the mutual covenants set forth in this Agreement, and other good and sufficient consideration, the parties agree as follows:

1. Request to Surplus Property. The District shall recommend surplus of the School Site to the Board at its January 28, 2025 regular meeting.

2. Written Notice of Non-Use. If the Board approves the District's recommendation to surplus the School Site, then within five (5) business days thereof, the District shall notify the Town in writing, with a copy to Owner, that it does not intend to use the School Site for a school and shall use reasonable efforts to cooperate with Owner in acquisition of the School Site from the Town; provided that District shall not be obligated to incur any out-of-pocket expenses in providing such cooperation. If the School Board rejects the District's recommendation, then this Agreement shall terminate.

3. Participation in Closing; Cash in Lieu Payment. Contemporaneous with and as a condition of its closing of escrow on the acquisition of the School Site from the Town in accordance with the Development Agreement ("Closing"), the Owner shall pay the Cash in Lieu Payment to the District in good funds. The Owner shall provide a copy of this Agreement to the title company conducting the Closing and shall include the District as a party to closing for the purpose of receiving the Cash in Lieu Payment.

4. Termination. Subject to earlier termination as provided herein, this Agreement shall terminate on the earlier of the Closing or May 1, 2025.

5. Miscellaneous.

   a. **Entire Agreement.** This Agreement represents the entire agreement of the Parties hereto, and no Party has relied upon any fact or representation not expressly set forth herein. This Agreement supersedes all other prior agreements and understandings of any type, both written and oral, between the Parties with respect to the subject matter hereof.

   b. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, by electronic mail, or pre-paid first-class certified mail, return receipt requested, addressed to the

respective party at the address set forth in the first paragraph of this Agreement or to such other addresses as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery, (ii) on the date received if by electronic mail; or (iii) three (3) days after postmark if mailed as provided in this Section:

To District:
Douglas County School District
Attn: Rich Cosgrove
620 Wilcox Street
Castle Rock, CO 80104
Email: rdcosgrove@dcsdk12.org

To Owner:
CVR PA3A LLC
1700 Lincoln Street, Suite 2100
Denver, Colorado 80209
Email: gregg@cvranch.com

c. **Governing Law/Venue.** The laws of the State of Colorado shall govern the performance and interpretation of the Agreement. Venue for any dispute concerning the Agreement or to enforce any provision herein shall be exclusively in the federal court located in Colorado or the state court located in Douglas County, Colorado.

d. **Recording.** Upon full execution hereof, the District may record this Agreement in the real property records of Douglas County, Colorado.

e. **Amendments to Agreement**. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both Parties.

f. **Waiver.** A failure to assert any rights or remedies available to a Party under the terms of this Agreement, or a waiver of the right to remedies available to a Party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the Party alleged to have waived his other rights or remedies.

g. **No Assignment.** Except as otherwise provided, herein, this Agreement may not be assigned by a Party without the other Party's prior written consent.

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h. **Counterparts.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

i. **Cooperation.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

j. **Severability.** If any provision of this Agreement is ruled to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.

k. **Days.** Whenever the term "day" or "days" appears in this Agreement, it shall be construed as business day(s) not including holidays or weekends.

l. **No Third-Party Rights.** This Agreement is for the benefit of the District and the Owner and creates no rights in third parties.

[Signatures appear on next page.]

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C



**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first above written.

DOUGLAS COUNTY SCHOOL DISTRICT

By: Erin K

Name: Erin Kane

Title: Superintendent

CVR PA3A LLC,
a Colorado limited liability company

Signed by:
By: Gregg Brown
EED406B6C8CE40A...

Gregg Brown, Manager

Douglas County School District
Learn Today, Lead Tomorrow

February 3, 2025

**Via Email**
Tara Vargish, PE
Director Development Services
Town of Castle Rock
tvargish@crgov.com

Re: Written Notice Concerning Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado ("School Site")

Dear Ms. Vargish:

In accordance with Section 7.01 of the Crystal Valley Ranch Second Amended and Restated Development Agreement ("Development Agreement") between the Town of Castle Rock ("Town") and CVR PA3A LLC as the successor in interest to Maple Grove Land Limited Partnership, Putnam CVR, LLC, and Wayne E. Brown Family, LLC ("Developer"), this letter serves as written notice that due to changing enrollment patterns, the Douglas County School District Board of Education has determined that it will not use the School Site for a school. We understand that upon receipt of this letter, the Town will re-convey the site to the Developer.

Thank you for your attention to this matter and please contact Rich Cosgrove (richard.cosgrove@dcsdk12.org), the District's Chief Operations Officer, or Kristin Edgar (kedgar@celaw.com), the District's outside counsel, if you have any questions.

Sincerely,

Erin Kane

Erin Kane
Superintendent

cc: Gregg Brown (via email to gregg@cvranch.com)
Jeremy Rothstein (via email to jrothstein@sennlaw.com)
Mike Hyman (via email to mhyman@crgov.com)
Rich Cosgrove (via email to richard.cosgrove@dcsdk12.org)
Kristin Edgar (via email to kedgar@celaw.com)

4901-8002-2294, v. 1

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 10/21/2025

**Item #:** 25. **File #:** RES 2025-139

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

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

**From:** Tara Vargish, PE, Director, Development Services

**Resolution Authorizing the Conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14, from the Town of Castle Rock to CVR PA3A LLC and the Execution of a Memorandum of Understanding Concerning the Development of Such Property Between the Town and CVR PA3A LLC** *(located north of Crystal Valley Parkway, west of Lake Gulch Road, east of and adjacent to Rhyolite Park]*

## Executive Summary

This resolution is being presented to Town Council to convey certain real property, described as Crystal Valley Ranch Filing 14, Block 2, lot 1, back to the prior landowner in conformance with the Development Agreement obligations approved by Town Council in 2007 as part of the Crystal Valley Ranch Second Amended and Restated Development Agreement (DA). Additionally, the resolution authorizes the Town Manager to execute a Memorandum of Understanding with the developer on the development plan with additional buffers and cul-de-sacs adjacent to existing residential development, and lays out a target schedule to swap an additional strip of land to provide the buffer and process the necessary rezoning of this area.

## Staff Recommendation

Staff recommends Council approval of the proposed resolution that conveys the existing parcel back to the developer, per the terms of the Development Agreement, and also approves the Memorandum of Understanding with the developer to layout the preferred option (Option 3 above), as well as provide direction to swap land with the Town to provide an additional buffer for the development, and layout the general timelines for the associated rezoning.

## Proposed Motion

Option 1:
*"I move to approve the Resolution as introduced by title."*

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*"I move to approve the Resolution with the following changes: _____"*

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**Attachments**

Attachment A: Resolution
Attachment B: Vicinity Map
Attachment C: CVR DA, Article VII, Section 7.01
Attachment D: Agreement between DCSD and Developer
Attachment E: DCSD Written Notice Letter
Attachment F: Public Comment
Attachment G: Photos of CVR F14 Lot 1

Meeting Date: October 21, 2025

# AGENDA MEMORANDUM

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

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

**From:** Tara Vargish, PE, Director, Development Services

**Title**: **Resolution: Crystal Valley Ranch Filing 14, Block 2, Lot 1 - Proposed Property Conveyance** *(located north of Crystal Valley Parkway, east of Rhyolite Park and west of Lake Gulch Road)*

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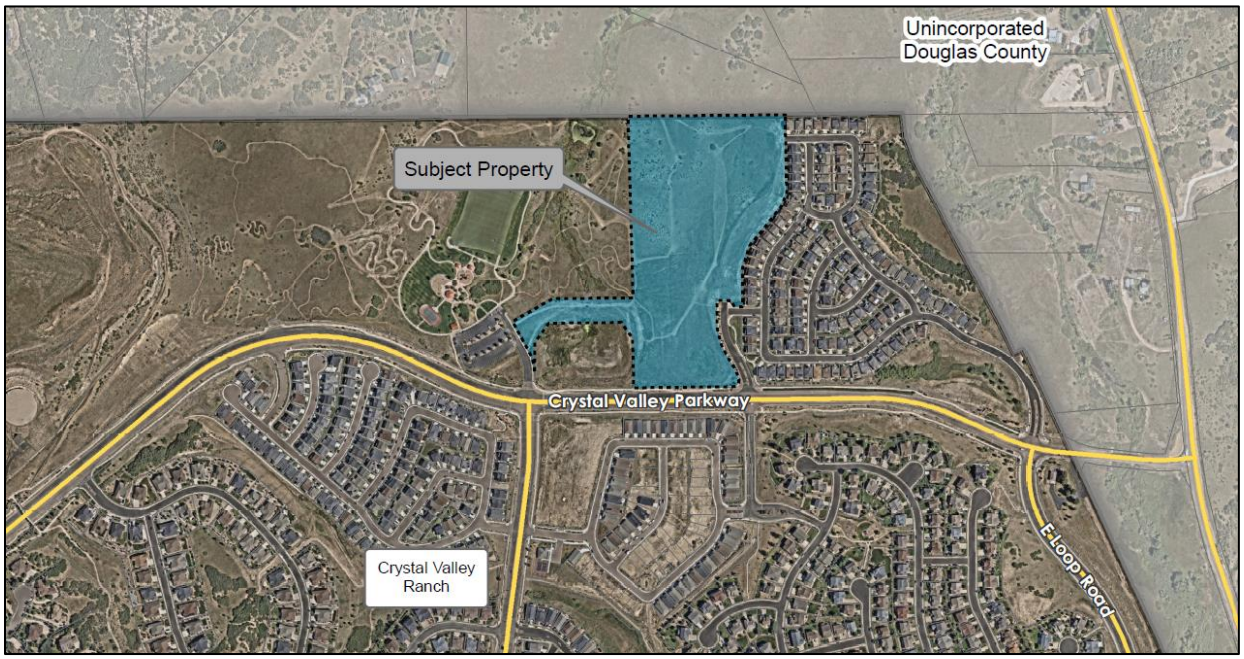



Figure 1: Vicinity Map

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## Background

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Option 1 Sketch

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## Proposed Motion

Option 1:
*"I move to approve the Resolution as introduced by title."*

Option 2:
*"I move to approve the Resolution with the following changes: _____"*

Option 3:
*"I move to continue to public hearing to _____(date)_____, to allow for further information to be provided on _____."*

## Attachments

Attachment A: Resolution
Attachment B: Vicinity Map
Attachment C: CVR DA, Article VII, Section 7.01
Attachment D: Agreement between DCSD and Developer
Attachment E: DCSD Written Notice Letter
Attachment F: Public Comment
Attachment G: Photos of CVR F14 Lot 1

**MEMORANDUM OF UNDERSTANDING**
**and**
**AGREEMENT**

**This Memorandum of Understanding and Agreement** ("**Agreement**") is made effective according to its terms and dated this 21st day of October, 2025, by and between CVR PA3A LLC, a Colorado limited liability company (the "**Developer**"), and the Town of Castle Rock, a home rule municipality (the "**Town**").

**Recitals:**

**WHEREAS**, the Town and the Developer's predecessor in interest entered into that certain Development Agreement dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the "**Development Agreement**");

**WHEREAS,** the Development Agreement requires the Town to reconvey Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the "**Property**") to the Developer if the Douglas County School District RE-1 gives written notice to Town that it will never utilize the site for a school pertaining to certain real property.

**WHEREAS,** the Douglas County School District RE-1 delivered such notice to the Town on February 3, 2025;

**WHEREAS,** as of the date of this Agreement, the Town has not reconveyed the Property to the Developer and the Developer has alleged that the Town is in default of its obligations under the Development Agreement (the "**Dispute**");

**WHEREAS,** developer has proposed to develop the Property in accordance with Site Plan A attached hereto and incorporated herein.

**WHEREAS,** in an attempt to settle the Dispute, the Town and the Developer, working together, have approved the development of the Property, as modified by this Agreement, reasonably in accordance with Site Plan B attached hereto and incorporated herein;

**WHEREAS,** the parties have agreed that the development of the Property, as modified by this Agreement, pursuant to Site Plan B is beneficial to both the Town and the Developer; and

**WHEREAS,** the parties wish to avoid the expense and vagaries of litigation in relation to the Development Agreement, and desire to resolve the Dispute on the terms and conditions set forth below.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**1. Reconveyance of the Property**. The Town shall reconvey the Property to the Developer with the with the same quality of title as the Town received on or before October 24, 2025 (the "**Reconveyance**").

**2. Swap Parcels.** The parties have identified an area of the Reconveyed Parcel (the "**Developer Swap Parcel**") identified on Exhibit A attached hereto and incorporated herein and an equal area of the Town (the "**Town Swap Parcel**") identified on Exhibit B attached hereto and incorporated herein. The Property, together with the Town Swap Parcel and less the Developer Swap Parcel is referred to herein as the "**Reconfigured Property**."

**3. Transfer of Swap Parcels**. The Town shall convey the Town Swap Parcel to Developer, with a Special Warranty Deed, subject to only those permitted exceptions approved by Developer in writing. Developer shall transfer the Developer Swap Parcel to the Town with the same quality of title it received from the Town in the Reconveyance provided that the following conditions are satisfied:

A. The Town shall have rezoned and, if required, replated the Town Swap Parcel such that the Town Swap Parcel has the same final and unappealable zoning, rights, and entitlements as the Property.

B. The Town acknowledges and shall not unreasonably withhold any variances, approvals, easements, and consents reasonably required in connection with the development of the Reconfigured Property as set forth on Site Plan B. For the avoidance of any ambiguity, the Town further acknowledges that the Developer intends to submit for Town review and approval a Site Development Plan which is reasonably consistent with the plan shown on Site Plan B. It is the express intent of the parties that the Reconfigured Property may be developed in accordance with Site Plan B. Review of the Site Development Plan shall be conducted in accordance with all Town policies and procedures applicable to residential development. The Town shall not impose any fees, exactions, or other obligations upon the Developer with respect to the development of the Reconfigured Property in excess of what is required of residential development under applicable Town regulations.

C. The Town represents and warrants that in no event shall the entitlements required for the development of the Reconfigured Property, the issuance of building permits for the Reconfigured Property, any requirement for offsite improvements, or the fees due to the Town in connection with the development of the Reconfigured Property in reasonable accordance with Site Plan B be materially different that than the same would have been if the Property was developed in accordance with the plan set forth on Site Plan A (together, the "**Town Conditions**").

**4. Town Condition Deadline**. The Town, as its sole cost and expense, shall satisfy the Town Conditions set forth in Section 3.A above by no later than March 1, 2026 (the "**Condition Deadline**") and the parties shall consummate the transfers identified in Section 3.A above five days after the satisfaction of the Town Conditions.

**5.** **Intersection Control Improvements.** The parties acknowledge that the payments required by Section 6.13 of the Development Agreement have been paid to the Town and that the Town is holding approximately $754,000 in previously deposited funds. The Developer expressly consents to the Town's use of such funds to construct a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park.

**6.** **Liquidated Damages**. The parties acknowledge that the Developer will be irreparably harmed if the Town fails to satisfy the Town Conditions by the Condition Deadline and the actual damages that might be sustained by Developer are uncertain and difficult to ascertain, and that after negotiation, the parties have made their best reasonable estimate of such damage and have agreed that the Town will be responsible for all actual out of pocket expenses incurred by Developer in connection with the Dispute and the preparation of development plans for the Property pursuant to Site Plan A incurred as of the Condition Deadline if the Town Conditions are not satisfied by the Condition Deadline. In addition, if the Town fails to satisfy the Town Conditions by the Condition Deadline, the Town will promptly work in good faith with the Developer to provide all approvals necessary for the entitlement and development of the Property in accordance with Site Plan B.

**7.** **Default**. If either party breaches its obligations in this Agreement, the other party shall have all remedies available at law, in equity and as set forth in the Development Agreement with respect to the Dispute and any breach of this Agreement.

**8.** **Binding Nature**. This Agreement shall be construed as covenants running with the land. This Agreement (and its rights and obligations) shall inure to the benefit of and be binding upon the parties hereto and their respective successors-in-title. Section 3 shall survive the consummation of the property swap contemplated by this Agreement.

**9.** **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the City's immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

**10.** **No Development Obligation.** Nothing in this Agreement shall be construed as on obligation for the Developer to develop the Property or the Reconfigured Property and in no event shall any development be restricted to the site plans attached hereto; provided, however, that any development of the property shall be in compliance with all applicable laws.

**11.** **Recitals.** The Recitals set forth above are hereby incorporated in and made a part of this Agreement.

**12.** **Prevailing Party**. In the event of any litigation, dispute or contest arising from a breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in connection with such litigation, dispute or contest, including without limitation, reasonable attorneys' fees.

**13. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Douglas, State of Colorado.

**14. Binding Effect; Recordation.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns. Either party is entitled to record this Agreement with the Douglas County Clerk and Recorder's Office, State of Colorado against the Property and the Town Swap Parcel.

**15. Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

**16. Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be construed according to its fair meaning and as if prepared by all of the parties hereto.

[*Signature Page Follows*]

**In Witness Whereof**, the parties have executed this Agreement as of the date first above written.

**Town of Castle Rock, Colorado**

By:_____
Town Manager

Attest:

_____
Town Clerk

Approved as to Form:

_____
Town Attorney

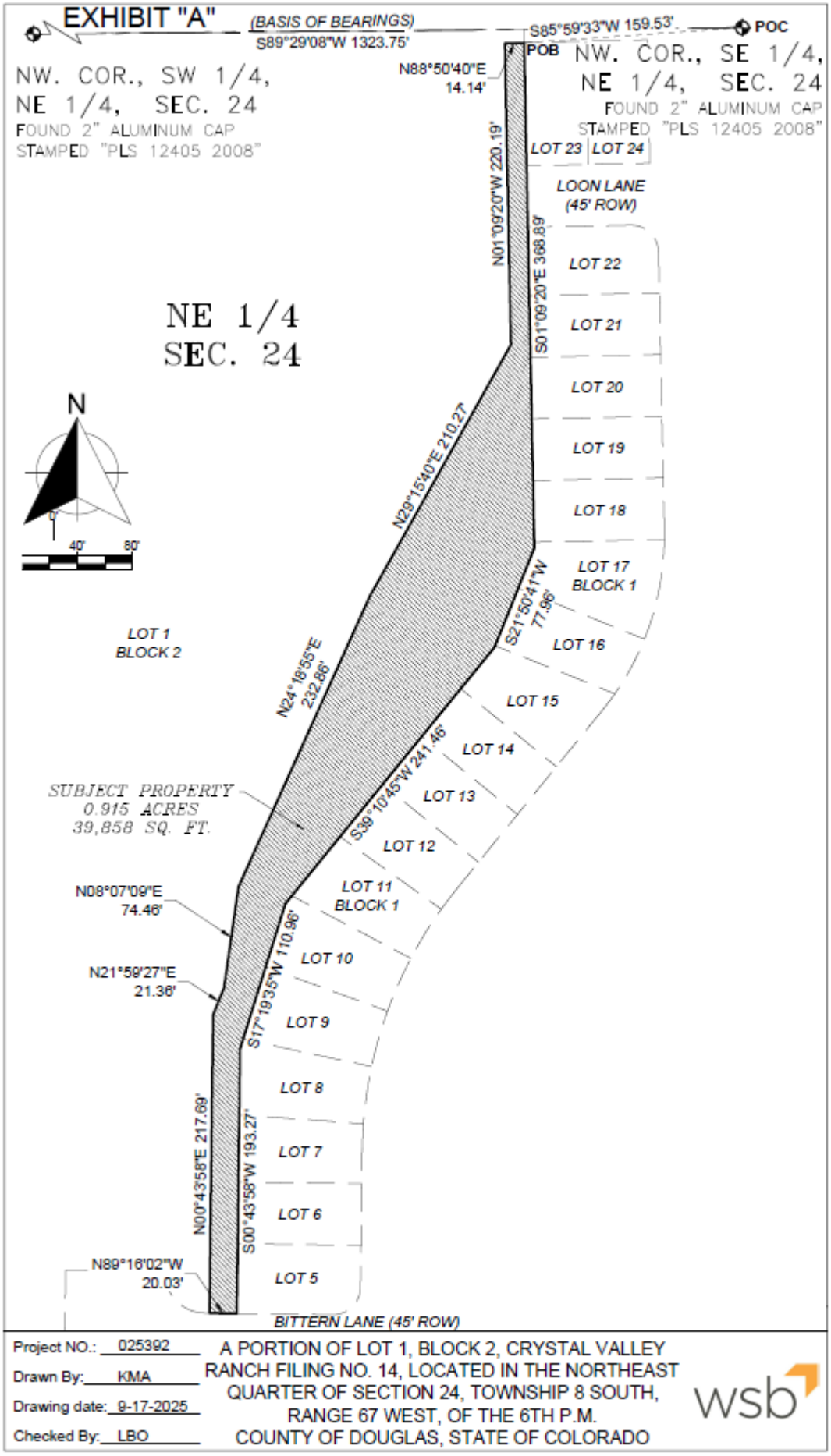
**CVR PA3A LLC,**
a Colorado limited liability company

By: _____

Title: Gregg Brown, Manager

**Exhibit A**

Legal Description of the Developer Swap Parcel
(see attached)


EXHIBIT "A"
(BASIS OF BEARINGS)
S89°29'08"W 1323.75'
S85°59'33"W 159.53'
POC
POB
NW. COR., SE 1/4, NE 1/4, SEC. 24
FOUND 2" ALUMINUM CAP STAMPED "PLS 12405 2008"
NW. COR., SW 1/4, NE 1/4, SEC. 24
FOUND 2" ALUMINUM CAP STAMPED "PLS 12405 2008"
N88°50'40"E 14.14'
N01°09'20"W 220.19'
S01°09'20"E 368.89'
LOT 23
LOT 24
LOON LANE (45' ROW)
LOT 22
LOT 21
LOT 20
LOT 19
LOT 18
LOT 17 BLOCK 1
LOT 16
LOT 15
LOT 14
LOT 13
LOT 12
LOT 11 BLOCK 1
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
NE 1/4 SEC. 24
N
0'
40'
80'
N29°15'40"E 210.27'
S21°50'41"W 77.96'
LOT 1 BLOCK 2
N24°16'55"E 232.86'
S39°10'45"W 241.46'
SUBJECT PROPERTY
0.915 ACRES
39,858 SQ. FT.
N08°07'09"E 74.46'
N21°59'27"E 21.36'
S17°19'35"W 110.96'
N00°43'58"E 217.69'
S00°43'58"W 193.27'
N89°16'02"W 20.03'
BITTERN LANE (45' ROW)
Project NO.: 025392
Drawn By: KMA
Drawing date: 9-17-2025
Checked By: LBO
A PORTION OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING NO. 14, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH P.M. COUNTY OF DOUGLAS, STATE OF COLORADO
wsb

/

**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING NO. 14, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2015007384 ON FEBRUARY 6, 2015 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS SOUTH 89°29'08" WEST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE SOUTH 85°59'33" WEST, 159.53 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1 SAID POINT ALSO BEING THE **POINT OF BEGINNING**

**THENCE** ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2 THE FOLLOWING FIVE (5) COURSES:

1) SOUTH 01°09'20" EAST, 368.89 FEET;
2) SOUTH 21°50'41" WEST, 77.96 FEET;
3) SOUTH 39°10'45" WEST, 241.46 FEET;
4) SOUTH 17°19'35" WEST, 110.96 FEET;
5) SOUTH 00°43'58" WEST, 193.27 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF BITTERN LANE;

**THENCE** NORTH 89°16'02" WEST, ALONG SAID NORTH RIGHT-OF-WAY, 20.03 FEET;

**THENCE** DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 00°43'58" EAST, 217.69 FEET;

**THENCE** NORTH 21°59'27" EAST, 21.36 FEET;

**THENCE** NORTH 08°07'09" EAST, 74.46 FEET;

**THENCE** NORTH 24°18'55" EAST, 232.86 FEET;

**THENCE** NORTH 29°15'40" EAST, 210.27 FEET;

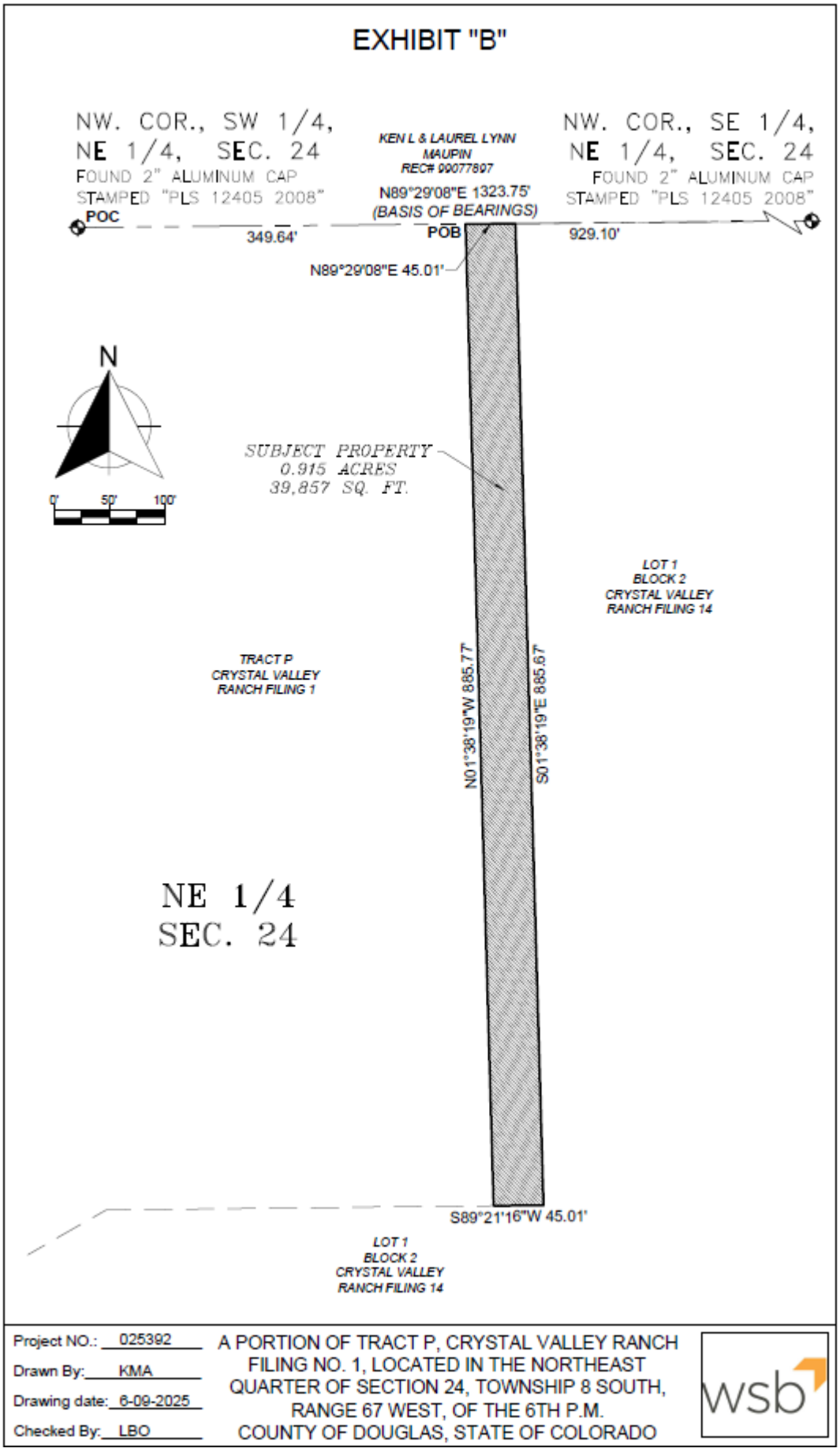
**THENCE** NORTH 01°09'20" WEST, 220.19 FEET;

**THENCE** NORTH 88°50'40" EAST, 14.14 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,858 SQUARE FEET, MORE OR LESS.

**Exhibit B**
Legal Description of the Town Swap Parcel
(see attached)

# EXHIBIT "B"




Project NO.: 025392
Drawn By: KMA
Drawing date: 6-09-2025
Checked By: LBO

A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST, OF THE 6TH P.M. COUNTY OF DOUGLAS, STATE OF COLORADO

wsb

**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACT P, CRYSTAL VALLEY RANCH FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NUMBER 2002087570 ON AUGUST 29, 2002 IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER, LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24, FROM WHENCE A 2" ALUMINUM CAP STAMPED "PLS 12405 2008" FOUND FOR THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 BEARS NORTH 89°29'08" EAST (1,323.75 FEET) WITH ALL BEARINGS RELATIVE THERETO; THENCE ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH LINE OF SAID TRACT P, NORTH 89°29'08" EAST, 394.64 FEET TO THE **POINT OF BEGINNING**

**THENCE** CONTINUING ALONG SAID NORTH LINE, NORTH 89°29'08" EAST, 45.01 FEET TO THE NORTHEAST CORNER OF SAID TRACT P;

**THENCE** SOUTH 01°38'19" EAST ALONG THE EAST LINE OF SAID TRACT P, 885.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT P;

**THENCE** SOUTH 89°21'16" WEST, ALONG THE SOUTH LINE OF SAID TRACT P, 45.01 FEET;

**THENCE** DEPARTING SAID SOUTH LINE, NORTH 01°38'19" WEST, 885.77 FEET TO **THE POINT OF BEGINNING.**

SAID PARCEL OF LAND CONTAINING 0.915 ACRES OR 39,857 SQUARE FEET, MORE OR LESS.

## Site Plan A


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

## Site Plan B


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

**RESOLUTION NO. 2025-139**

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF LOT 1, BLOCK 2, CRYSTAL VALLEY RANCH FILING 14, FROM THE TOWN OF CASTLE ROCK TO CVR PA3A LLC AND THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING CONCERNING THE DEVELOPMENT OF SUCH PROPERTY BETWEEN THE TOWN AND CVR PA3A LLC**

**WHEREAS**, on February 27, 2007, the Town Council (the "Town Council") of the Town of Castle Rock (the "Town") adopted Ordinance No. 2006-59 approving Major Amendment No. 3 to the Crystal Valley Ranch Preliminary Planned Development Site Plan (the "2007 Site Plan") and the Amended and Restated Development Agreement (the "2007 Agreement") with Maple Grove Land LP, Richard A. Putnam, Wayne E. Brown Family LLC, Crystal Valley Ranch Development Co, LLC, Crystal Valley Ranch Master Association, Inc., and Crystal Valley Metropolitan District No. 1 (collectively, the "Original Developers"); and

**WHEREAS**, among other things, Section 7.01 of the 2007 Agreement provided for the dedication of a 20.171-acre site (the "Property") to the Town for use as a middle school by the Douglas County School District RE-1 (the "District"), which Property is described in the legal description attached hereto as ***Exhibit A***; and

**WHEREAS**, the 2007 Agreement further provided that such dedication was to be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; (ii) within 30 days' notice that District funding is in place for the school, or (iii) December 31, 2009; and

**WHEREAS**, on February 14, 2012, the Town Council adopted Ordinance No. 2011-35 approving Major Amendment No. 4 to the Crystal Valley Ranch Preliminary Planned Development Site Plan and the Second Amended and Restated Development Agreement (the "2011 Agreement") the Owners; and

**WHEREAS**, among other things, the 2011 Agreement changed the timing of such dedication by providing that it would be triggered by the first to occur of: (i) the recordation of the first plat in Planning Area 3; or (ii) within 30 days' notice that District funding is in place for the school; and

**WHEREAS**, on February 3, 2015, following the recordation of the first plat in Planning Area 3, the Property was conveyed by the Original Developers to the Town by means of a special warranty deed, which deed is filed in the Douglas County property records at Reception No. 2015007386; and

**WHEREAS**, Section 7.01 further provides that, irrespective of such dedication, in the event that the District gives written notice to the Town that it will never utilize the Property for a school, then the site may be developed in accordance with the zoning regulations, preliminary site plan, and zoning ordinance for the Crystal Valley Ranch Planned Development (collectively, the "Development Plan"); and

**WHEREAS**, on February 3, 2025, the Town received written notice from the District Superintendent that, due to changing enrollment patterns, the District has determined that it will not use the Property for a school; and

**WHEREAS**, CVR PA3A LLC, as successor in interest to the Original Developer (the "Current Developer"), has informed the Town that it will be exercising its rights under the 2007 Agreement to have the Property re-conveyed to it for residential development in accordance with the Development Plan; and

**WHEREAS**, pursuant to Section 14.02.040.A of the Town Municipal Code (the "Code"), Town Council may approve the disposition of real property so long as such disposition is in compliance with Section 31-15-713, C.R.S; and

**WHEREAS**, Section 31-15-713(1)(b), C.R.S., expressly allows the Town to dispose of property not used or held for any governmental purpose by means of an ordinance; and

**WHEREAS**, given that: (i) the Town Council expressly approved residential zoning for the Property in the 2007 Site Plan and (ii) no rights in and to the Property were ever conveyed to the District, the Town Council hereby finds and determines that the Town neither used nor held the Property for a governmental purpose within the meaning of Section 31-15-713, C.R.S.; and

**WHEREAS**, accordingly, the Town Council further finds and determines that Ordinance No. 2006-59 provides the requisite authority for the Town to dispose of the Property by reconveying it to the Current Developer as contemplated in Section 7.01 the 2007 Agreement; and

**WHEREAS**, Town Staff and the Current Developer have reached an agreement in principle on the terms and conditions of a Memorandum of Understanding (the "MOU") whereby the Town will work with the Current Developer to bring into effect a site development plan for the Property that will be consistent with the configuration described in the map attached hereto as ***Exhibit B***; and

**WHEREAS**, the Town and the Current Developer have acknowledged in the MOU that this plan will require:

i. The subdivision of the Property to identify an approximately 0.9-acre parcel located on the eastern boundary of such Property described in ***Exhibit B*** as the "the "Land Swap Area;"

ii. The subdivision of Rhyolite Park to identify an approximately 0.9-acre parcel located immediately to the west of the Property described in ***Exhibit B*** as "Open Space to CVR" Area;

iii. The exchange of the "Land Swap Area" and the "Open Space to CVR" Area between the Town and the Current Developer; and

iv. The rezoning of the "Open Space to CVR" Area in accordance with its future use and the granting of any related encumbrances to further such use (*e.g,*, to provide

emergency vehicle access or temporary construction easements necessitated by the swap); and

**WHEREAS**, the exchange of these parcels will allow for development of the Property to proceed with: (i) the replacement of a proposed roadway with a landscaped buffer area to be located between the Property and the existing residential neighborhood located directly to the east; (ii) the addition of a road connection on the west side of the Property to Rhyolite Regional Park; and (iii) the replacement of the northernmost road connection to the existing residential neighborhood with a cul de sac and any necessary emergency vehicle access; and

**WHEREAS**, in addition, the Current Developer has consented in the MOU to the use by the Town of approximately $754,000 in previously deposited funds for the purpose of constructing a roundabout at the intersection of Crystal Valley Parkway and West Loop Road at the entrance to Rhyolite Regional Park; and

**WHEREAS**, the Town Council finds that it is in the best interests of the Town and its residents to authorize the execution of the MOU.

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

**Section 1.** **Reconveyance of the Property**. In accordance with Section 14.02.060 of the Castle Rock Municipal Code, the Town Manager and Town Attorney are hereby directed to reconvey the Property described in ***Exhibit A*** to this Resolution to the Current Developer by special warranty deed.

**Section 2.** **Memorandum of Understanding**. The MOU between the Town and the Current Developer is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Town Manager and other proper Town officials are hereby authorized to execute the MOU and any technical amendments thereto by and on behalf of the Town.

**PASSED, APPROVED AND ADOPTED** this 21st day of October, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of _____ for and _____ against.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

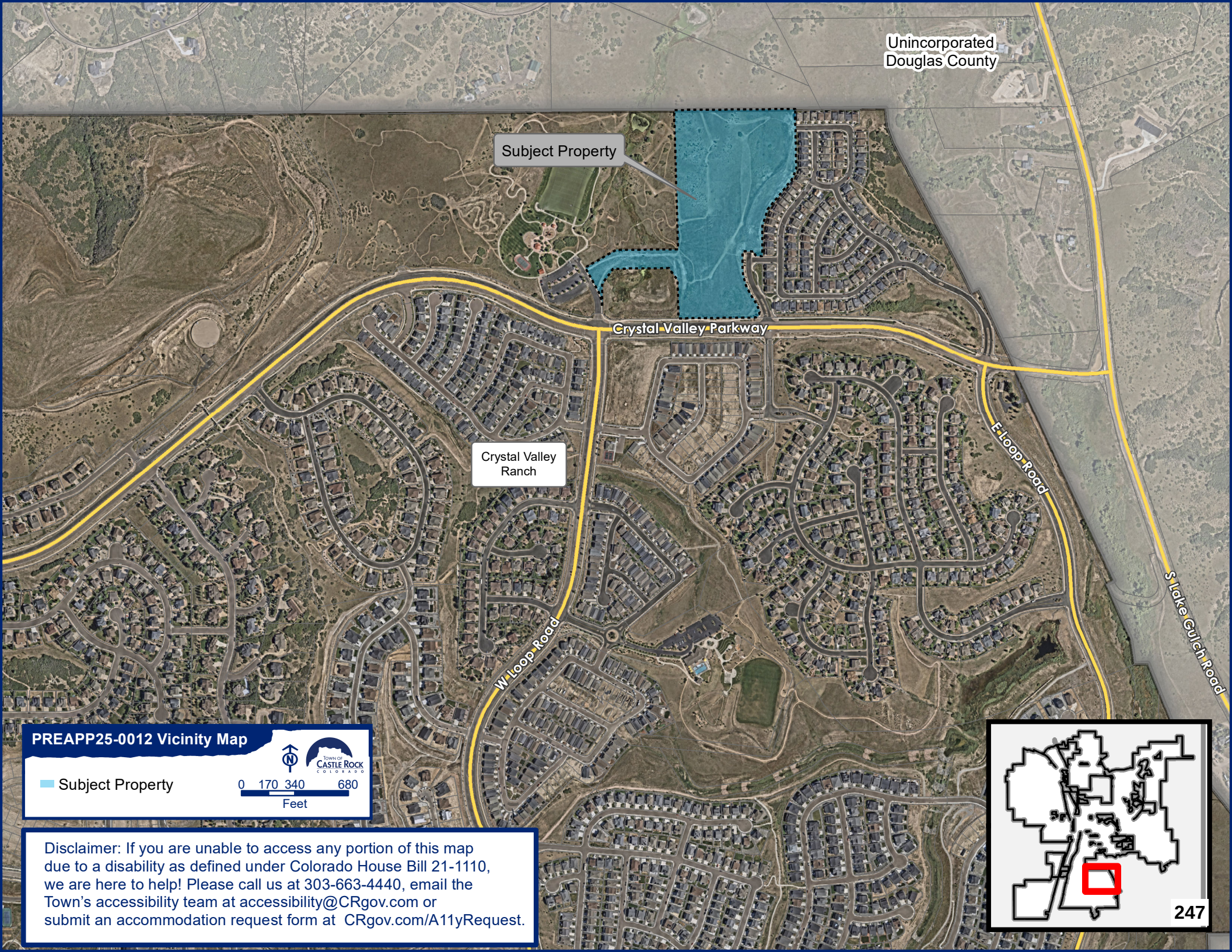
_____
David L. Corliss, Town Manager

**Exhibit A**
**Legal Description**

Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado

**Exhibit B**
**Property Swap Map**






Disclaimer: If you are unable to access any portion of this map due to a disability as defined under Colorado House Bill 21-1110, we are here to help! Please call us at 303-663-4440, email the Town's accessibility team at accessibility@CRgov.com or submit an accommodation request form at CRgov.com/A11yRequest.

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

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

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

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

## ARTICLE VII
## PUBLIC LANDS AND FACILITIES

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C



## AGREEMENT TO SURPLUS DEDICATED SCHOOL SITE

This Agreement to Surplus Dedicated School Site ("Agreement") is made and entered into this 28th, day of January, 2025 ("Effective Date"), by and between Douglas County School District RE-1 ("District"), a public school district of the State of Colorado, and CVR PA3A LLC, a Colorado limited liability company, as successor in interest (as it pertains to the reconveyance contemplated by this Agreement) to Maple Grove Land limited Partnership, a Minnesota limited partnership, Putnam CVR LLC, a Minnesota limited liability company, and Wayne E. Brown Family L.L.C., a Minnesota limited liability company ("Owner").

## RECITALS

WHEREAS, the District is a public school district whose Board of Education ("Board") has the authority to sell and convey District property which may not be needed within the foreseeable future for any purpose authorized by law, and upon such terms and conditions as the Board may approve; and

WHEREAS, the Owner is the successor in interest with respect to the reconveyance interest in that certain Crystal Valley Ranch Second Amended and Restated Development Agreement with the Town of Castle Rock ("Town") dated February 21, 2012 and recorded in the Official Records of Douglas County, Colorado at Reception No. 2012013156 (the "Development Agreement"), pursuant to which Owner conveyed certain real property located in Douglas County, Colorado and more particularly described as Lot 1, Block 2, Crystal Valley Ranch Filing No. 14 (the "School Site") to the Town to be held for the benefit of the District as required by the then-current Town Municipal Code; and

WHEREAS, the Development Agreement provides that in the event the District gives written notice to the Town that it will never use the School Site for a school, then the Town shall re-convey the Site to Owner; and

WHEREAS, due to a change in enrollment patterns, the District has determined that it will never use the School Site for a school and that cash in lieu of land dedication in the amount of Five Hundred Thousand Dollars and No/100 ($500,000.00) (the "Cash in Lieu Payment") is acceptable as a substitute for the School Site; and

WHEREAS, the Owner desires to have the District relinquish its interest in the School Site by providing written notice to the Town and, upon acquisition of the School Site from the Town, to pay the Cash in Lieu Payment to the District; and

WHEREAS, the District desires to cause the Town to re-convey the School Site in consideration for the Cash in Lieu payment subject to the terms and conditions of this Agreement.

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated by reference herein, the mutual covenants set forth in this Agreement, and other good and sufficient consideration, the parties agree as follows:

1. Request to Surplus Property. The District shall recommend surplus of the School Site to the Board at its January 28, 2025 regular meeting.

2. Written Notice of Non-Use. If the Board approves the District's recommendation to surplus the School Site, then within five (5) business days thereof, the District shall notify the Town in writing, with a copy to Owner, that it does not intend to use the School Site for a school and shall use reasonable efforts to cooperate with Owner in acquisition of the School Site from the Town; provided that District shall not be obligated to incur any out-of-pocket expenses in providing such cooperation. If the School Board rejects the District's recommendation, then this Agreement shall terminate.

3. Participation in Closing; Cash in Lieu Payment. Contemporaneous with and as a condition of its closing of escrow on the acquisition of the School Site from the Town in accordance with the Development Agreement ("Closing"), the Owner shall pay the Cash in Lieu Payment to the District in good funds. The Owner shall provide a copy of this Agreement to the title company conducting the Closing and shall include the District as a party to closing for the purpose of receiving the Cash in Lieu Payment.

4. Termination. Subject to earlier termination as provided herein, this Agreement shall terminate on the earlier of the Closing or May 1, 2025.

5. Miscellaneous.

   a. **Entire Agreement.** This Agreement represents the entire agreement of the Parties hereto, and no Party has relied upon any fact or representation not expressly set forth herein. This Agreement supersedes all other prior agreements and understandings of any type, both written and oral, between the Parties with respect to the subject matter hereof.

   b. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, by electronic mail, or pre-paid first-class certified mail, return receipt requested, addressed to the

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

respective party at the address set forth in the first paragraph of this Agreement or to such other addresses as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery, (ii) on the date received if by electronic mail; or (iii) three (3) days after postmark if mailed as provided in this Section:

To District:
Douglas County School District
Attn: Rich Cosgrove
620 Wilcox Street
Castle Rock, CO 80104
Email: rdcosgrove@dcsdk12.org

To Owner:
CVR PA3A LLC
1700 Lincoln Street, Suite 2100
Denver, Colorado 80209
Email: gregg@cvranch.com

c. **Governing Law/Venue.** The laws of the State of Colorado shall govern the performance and interpretation of the Agreement. Venue for any dispute concerning the Agreement or to enforce any provision herein shall be exclusively in the federal court located in Colorado or the state court located in Douglas County, Colorado.

d. **Recording.** Upon full execution hereof, the District may record this Agreement in the real property records of Douglas County, Colorado.

e. **Amendments to Agreement**. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both Parties.

f. **Waiver.** A failure to assert any rights or remedies available to a Party under the terms of this Agreement, or a waiver of the right to remedies available to a Party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the Party alleged to have waived his other rights or remedies.

g. **No Assignment.** Except as otherwise provided, herein, this Agreement may not be assigned by a Party without the other Party's prior written consent.

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

h. **Counterparts.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, facsimile or scanned signatures shall be as valid as the original.

i. **Cooperation.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be reasonably necessary or appropriate to carry out the purposes of this Agreement.

j. **Severability.** If any provision of this Agreement is ruled to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.

k. **Days.** Whenever the term "day" or "days" appears in this Agreement, it shall be construed as business day(s) not including holidays or weekends.

l. **No Third-Party Rights.** This Agreement is for the benefit of the District and the Owner and creates no rights in third parties.

[Signatures appear on next page.]

Docusign Envelope ID: 0458ECFE-1BE0-4808-A5D8-7ED44FD9970C

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first above written.

DOUGLAS COUNTY SCHOOL DISTRICT

By: Erin K

Name: Erin Kane

Title: Superintendent

CVR PA3A LLC,
a Colorado limited liability company

Signed by:
By: Gregg Brown
EED406B6C8CE40A...

Gregg Brown, Manager

February 3, 2025

**Via Email**
Tara Vargish, PE
Director Development Services
Town of Castle Rock
tvargish@crgov.com

Re: Written Notice Concerning Lot 1, Block 2, Crystal Valley Ranch Filing No. 14, Douglas County, Colorado ("School Site")

Dear Ms. Vargish:

In accordance with Section 7.01 of the Crystal Valley Ranch Second Amended and Restated Development Agreement ("Development Agreement") between the Town of Castle Rock ("Town") and CVR PA3A LLC as the successor in interest to Maple Grove Land Limited Partnership, Putnam CVR, LLC, and Wayne E. Brown Family, LLC ("Developer"), this letter serves as written notice that due to changing enrollment patterns, the Douglas County School District Board of Education has determined that it will not use the School Site for a school. We understand that upon receipt of this letter, the Town will re-convey the site to the Developer.

Thank you for your attention to this matter and please contact Rich Cosgrove (richard.cosgrove@dcsdk12.org), the District's Chief Operations Officer, or Kristin Edgar (kedgar@celaw.com), the District's outside counsel, if you have any questions.

Sincerely,

Erin Kane

Erin Kane
Superintendent

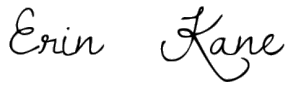
cc: Gregg Brown (via email to gregg@cvranch.com)
Jeremy Rothstein (via email to jrothstein@sennlaw.com)
Mike Hyman (via email to mhyman@crgov.com)
Rich Cosgrove (via email to richard.cosgrove@dcsdk12.org)
Kristin Edgar (via email to kedgar@celaw.com)

# Audit Trail

## Document Details

| | |
|---|---|
| **Title** | Vargish.pdf |
| **File Name** | Vargish.pdf |
| **Document ID** | 1e7e24eb3111446c9cf01702aea2afa4 |
| **Fingerprint** | 89fffacff785cc6955dace7981ff9512 |
| **Status** | Completed |

## Document History

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|---|---|---|
| **Document Created** | Document Created by Debbey Quintana (dquintana@dcsdk12.org)<br>Fingerprint: e00dc2434c2edb200e9a78761d8a39ce | Feb 03 2025<br>07:01PM<br>America/Denver |
| **Document Sent** | Document Sent to Erin Kane (erin.kane@dcsdk12.org) | Feb 03 2025<br>07:01PM<br>America/Denver |
| **Document Viewed** | Document Viewed by Erin Kane (erin.kane@dcsdk12.org)<br>IP: 66.85.41.58 | Feb 04 2025<br>08:26AM<br>America/Denver |
| **Document Signed** | Document Signed by Erin Kane (erin.kane@dcsdk12.org)<br>IP: 66.85.41.58<br>  | Feb 04 2025<br>08:26AM<br>America/Denver |
| **Document Completed** | This document has been completed.<br>Fingerprint: 89fffacff785cc6955dace7981ff9512 | Feb 04 2025<br>08:26AM<br>America/Denver |

**From:** [redacted]
**To:** Sandy Vossler
**Subject:** Crystal Valley Ranch Filing 14, Block 2, Lot 1 – Proposed Property Conveyance Discussion
**Date:** Friday, August 22, 2025 1:26:36 PM

---

Good afternoon
We are saddened to hear that there may be new homes built in this green space. Its a place that is enjoyed by many in the community and I hope that it is left as green space.

Thank you!

--
Thank you!

[redacted]

**From:** [redacted]
**To:** Sandy Vossler
**Subject:** Public Comment on Ordinance 2025-12 / Proposed Housing Development Near Rhyolite Park
**Date:** Friday, August 22, 2025 11:06:05 AM

---

Dear Town Council Members,

I am writing to share my concerns regarding the proposed build-out of more than 100 homes on the parcel of land between our neighborhood and Rhyolite Park.

This open space is not just an undeveloped lot — it is an essential part of our community. Many of us walk, bike, and spend time in this area, and it provides direct access to nature, fresh air, and peaceful surroundings. Losing this green space would be a permanent loss for residents, families, and future generations.

This was one of the main reasons I chose to move into this development eight years ago. The proximity to open space and natural beauty was a deciding factor, and to see it taken away for more housing feels like a broken promise to the community.

In addition, our community infrastructure is already under strain. In Sky View, we cannot safely or easily get out of the development at either end. There are no stoplights, and turning left is extremely difficult at most times of the day. Adding more than 100 homes in this area will only make these traffic and safety concerns worse, with no clear plan for resolving them.

We are also seeing increased risks to wildlife. Animals are already being displaced and killed by traffic as they cross through the neighborhood. Cars frequently drive too fast in this area, and reducing what little habitat remains will only worsen the problem — putting both wildlife and residents at greater risk.

Beyond traffic and wildlife concerns, additional housing will also increase pressure on our limited water resources and further change the character of the neighborhood in ways that are hard to reverse.

I respectfully urge the Town Council to preserve this land as open space or for community use, rather than conveying it back for residential development. Doing so would demonstrate a commitment to balanced growth, environmental stewardship, and the well-being of Castle Rock residents.

Thank you for considering my perspective and for your service to our community.

Sincerely,

[redacted]

[redacted]

Castle Rock, CO

[redacted]

Photos of Crystal Valley Ranch Filing 14 lot 1 from various directions:






STOP















# PETITION OF CRYSTAL VALLEY RESIDENTS REGARDING RECONVEYANCE OF SCHOOL SITE

Dear Mayor and Councilmembers,

We, the undersigned residents of Crystal Valley, respectfully urge the Town Council to introduce a **fourth option** for the reconveyance of this property—one that provides a **250–300 foot buffer** between existing homes and any future development.

While three options have been presented, none adequately protect nearby residents. Option 3, though an improvement, still places high-density housing unreasonably close to established single-family lots. An expanded land swap—Option 4—would create a more defensible, community-minded transition consistent with the Town's Comprehensive Plan and the intent of the original school-site dedication.

This larger buffer is not only fair—it is prudent. The 2012 Crystal Valley Ranch Development Agreement and the more recent *Agreement to Surplus Dedicated School Site* make clear that the land was conveyed to the Town to be held for the benefit of the District, a public purpose. As the Town considers reconveyance, it retains full discretion to act in a way that protects the broader community interest. Expanding the buffer would demonstrate responsible stewardship and a balanced approach, rather than one driven by expediency or external pressure.

Residents were not parties to the original school-site transaction, nor given adequate notice when the District initiated reconveyance. Yet we will bear the lasting impacts—loss of open space, increased traffic, and reduced property values. The Council still has both the authority and responsibility to ensure this process serves the public good. Option 4 would:

- Preserve a 250–300 ft permanent buffer adjoining existing homes;
- Fulfill the reconveyance intent while reducing exposure to legal and planning challenges;
- Reflect transparent, community-driven decision-making consistent with Castle Rock's planning principles.

Please include this Option 4 for formal consideration at the **October 21 meeting**, with staff analysis. As elected officials, we trust the Council will prioritize the community's livability over an expedited deal that benefits a single developer at public expense.

Sincerely,

| Name | Address | Signature |
| --- | --- | --- |
| Bryan Bakley | [redacted] | |
| Amber Apostolo | | |
| Beth Tower | | |
| Chris Towler | | |
| Kelsey Soloninka | | |
| AlexandriaNestelroad | | |
| Jonathan Schrage | | |
| Kathleen Arneson | | |
| David A. Arneson | | |
| Marilynn Patterson | | |
| DAVID PATTERSON | | |
| Will Kornegay | | |
| Maggie Villwock | | |
| Sharon Beck | | |
| Hilary Goulding | | |
| Jesse Jaco | | |
| C. Hannah Kelley | | |
| Oscar Duran | | |
| PAUL R JOHNSTON | | |
| Emily Mortensen | | |
| Elena Stanfield | | |
| Jeff Richmond | | |
| MARK STROMFELD | | |

| Name | | Signature |
|---|---|---|
| Scott Self | [redacted] | |
| Crystal Batignani | | |
| ☆ Savana Caullett | | |
| Margaret Cuevas | | |
| Annie Forney | | |
| Meghan Mansfield | | |
| Kristen Mansfield | | |
| Ken Yokoyama | | |
| Debra Yokoyama | | |
| Carly Luber | | |
| Ruthann Riddle | | |
| Jason Miller | | |
| Robin Esterhammer | | |
| Arunaksha Banerjee | | |
| David Gosel | | |

☆ Fiancé will sign later stop by

Dawkins Dr

Highwood St

Crystal Valley Pkwy

Crystal Valley Pkwy

Crystal Valley Pkwy

Skyview Dr

Canyon Ln

Gateway Dr

Shoveler Trail

Scaup Trail

Scaup Ln

Highwood St

Highwood St

Rhyolite Park - Disc Golf Start

250'-0"

250'-0"

250'-0"

250'-0"

250'-0"

LOON Cir

Simcoe St

OPTION #4

# Print

## Castle Rock Town Council Meeting Comments - Submission #165084

**Date Submitted: 10/17/2025**

**October 21, 2025 Castle Rock Town Council Meeting Comments**

Thank you for your interest in Town Council's upcoming discussions. Please use the form below to submit your comments no later than 1 p.m. Tuesday, October 21, 2025. Comments received by that time will be forwarded to Council and included as part of the public record for the meeting, just as if you had come to comment in person. All listed fields are required.

***Please be advised that your name and comments will be included as part of the public record of this meeting, and therefore, subject to disclosure under the Colorado Open Records Act statute.***

**Agenda item on which to comment***

25. Resolution Authorizing the Conveyance of Lot 1, Block 2, Crystal Valley Ranch Filing 14, from the Town of Castle Rock t

Please pick one. To comment on more than one item, please submit an additional form.

**Comment***

I live in the neighborhood adjacent to this lot. I would prefer this land not be given back to the developer and have it integrated into an expansion of Rhyolite park as it semi has been with trails and the existing disc golf. If that is not an option, I have seen the options proposed by the developer and I would be in favor of the layout of option 3.

**First Name***

Matt

**Last Name***

Javernick

**Address***

[redacted]

**City***

Castle Rock

**State***

CO

**Zip***

80104

**Email address***

[redacted]

[redacted]

**Do you wish to address Council on this item?***

- ( ) Yes: In-Person
- (•) No

If you wish to speak in-person, you must sign in at the greeter's table when you arrive in-person, at Town Hall Council Chambers, 100 N. Wilcox Street, Second Floor. Please plan to arrive at the start of the meeting, as agenda times are approximate.

Those not wishing to attend can watch the meeting at http://CRgov.com/WatchCouncil or on Comcast Channel 22.

**What is your affiliation?***

- [x] Resident
- [ ] Nonresident representing Castle Rock business
- [ ] Nonresidents and businesses outside the Town of Castle Rock

RESOLUTION

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

TOWN COUNCIL MEETING
OCTOBER 21, 2025

TOWN OF CASTLE ROCK
COLORADO

# VICINITY MAP

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



# CONVEYANCE AND DEVELOPMENT OPTIONS

- Development Agreement identifies this “20.9-acre middle school site” separately from other required PLD, and provides the path to re-convey it back to the developer
- Douglas County School District provided Town notice it would not be used for a school
- Options for future development discussed at Sept. 2, 2025 hearing:

Option 1




Option 2




Option 3



# MEMORANDUM OF UNDERSTANDING

Town staff and Developer propose a Memorandum of Understanding that:

- Identifies development option that provides increased buffer on the east
- Reduces public road connections
- Provides access to Rhyolite Park
- Town to rezone land on the west by March 1, 2026
- Acknowledges Developer provided $754,000 toward future roadway improvements, Town may utilize this for a future roundabout at West Loop Road and Rhyolite Park

Site Plan B (aka Option 3)



# RECOMMENDATION

Staff recommends Council approval of the proposed resolution that:

- Conveys the existing parcel back to the developer, per the terms of the Development Agreement, and
- Approves the Memorandum of Understanding with the developer to:
  - Identifies development option that provides increased buffer on the east
  - Reduces public road connections
  - Provides access to Rhyolite Park
  - Town to rezone land on the west by March 1, 2026
  - Acknowledges Developer provided $754,000 toward future roadway improvements, Town may utilize this for a future roundabout at West Loop Road and Rhyolite Park

# PROPOSED MOTION

*“I move to approve the Resolution as introduced by Title.”*

# ALTERNATIVE MOTIONS

**Approve with Conditions:**
*“I move to approve the Resolution as introduced by title, with the following changes _____.”*

***Continue hearing to another date:***
*“I move to continue this public hearing to _____(date)_____, to allow for further information to be provided on _____.”*

# QUESTIONS?

# CRYSTAL VALLEY RANCH PLANNED DEVELOPMENT, AMENDMENT NO. 7

N

# REZONING

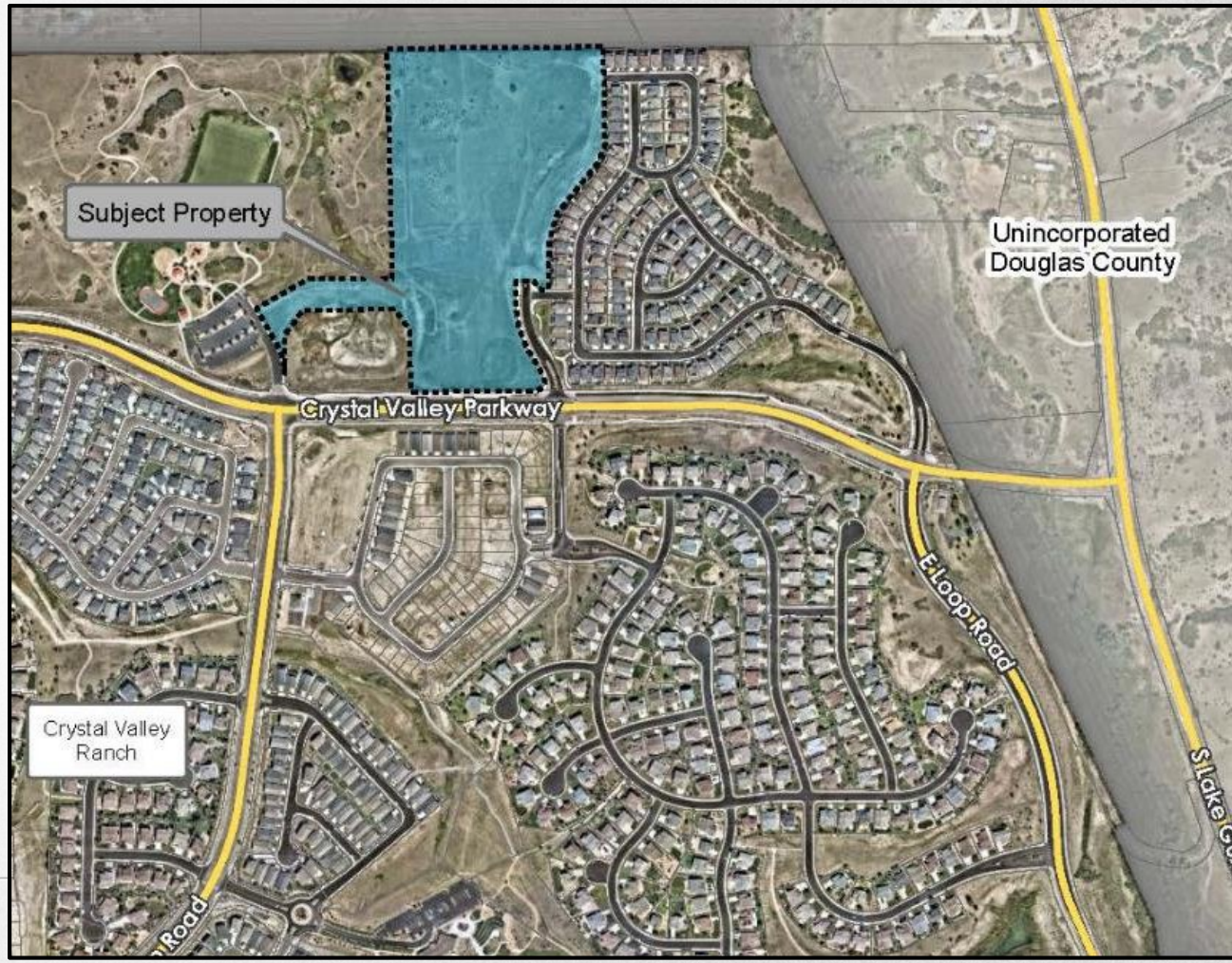
TOWN COUNCIL
JANUARY 6, 2026

TOWN OF CASTLE ROCK COLORADO

>

# VICINITY MAP

- 20.2 acres
- North of Crystal Valley Parkway, east of Rhyolite Park
- Zoned for school use, public land dedication and residential development
- DCSD not proceeding with a school; per DA property may now be developed as residential

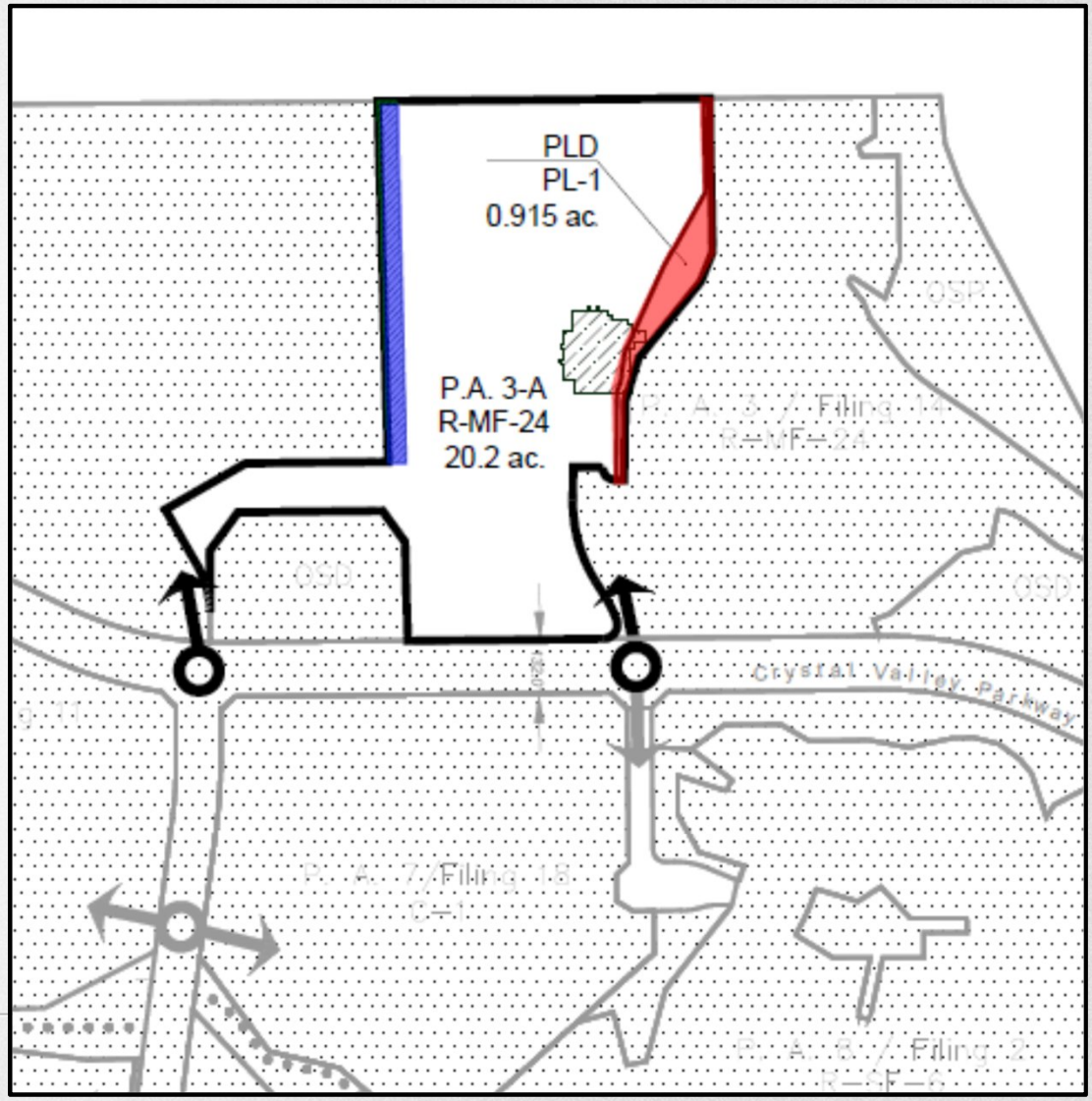


# REZONING

MOU agreement shifts the current developable area to the west, facilitating a land swap:

- 45 ft wide area in **blue** would allow residential (R-MF-24)
- Area is **red** removes residential uses, adds Public Land Dedication, increasing buffer on the eastern side adjacent to existing homes

- No changes to permitted uses or development standards in PA 3-A



# COMMUNITY OUTREACH AND FEEDBACK

## Outreach Efforts

Properties within 500 feet are mailed notices, public hearing signs are posted, meeting notices on Town webpage

Conveyance of parcel to developer:

- 3 public meetings held at Town Council in 2025: April, September, & October

Rezoning this 45 ft wide strip:

- 1 neighborhood meeting was held

| Neighborhood Meeting | |
|---|---|
| Date | Attendance |
| December 9, 2025 | 2 |

## Feedback/Questions

- Appreciation on the buffer added on the east side
- General questions on number of holes at the disk golf course

# PD AMENDMENT REVIEW AND APPROVAL CRITERIA

A. Community Vision/Land Use Entitlements
B. Relationship to Surrounding Area
C. Circulation and Connectivity
D. Service phasing and Off-site Impacts
E. Open Space, Public Lands and Recreation Amenities
F. Preservation of Natural Features

# ANALYSIS AND FINDINGS

- Meets the objectives of the Town's Vision and Comprehensive Master Plan
- Consistent with the Crystal Valley Ranch Planned Development Plan and PD Zoning for Planning Area 3-A
- Complies CRMC 17.34 Planned Development Plan and Zoning criteria

# RECOMMENDATION

Planning Commission recommended approval to Town Council by a vote of 6-0 on December 11, 2025.

# PROPOSED MOTION

Approval:

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

## ALTERNATIVE MOTIONS

Approval with Conditions

*"I move to approve the Ordinance, with the following conditions:"* (list conditions)

Continue item to next hearing (need more information to make decision)

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

# QUESTIONS

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 11. **File #:** ORD 2026-003

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

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

**From:** Tara Vargish, P.E., Director, Development Services

**Ordinance Approving the First Amendment to the Dawson Trails Development Agreement (First Reading)** *[property located west of Interstate 25 and north and south of Territorial Road]*

## Executive Summary

ACM Dawson Trails VIII JV LLC (the "Master Developer") requests approval of a First Amendment to the Dawson Trails Development Agreement originally dated September 6, 2022 (recorded February 8, 2023). The Amendment updates select provisions related to rear yard landscaping installation responsibilities within the Water Efficiency Plan and the timing of building permits and certificates of occupancy (COs) relative to completion of the Castle Valley Interchange (CVI).

Specifically, the Amendment:

1. Allows rear yard landscaping in residential areas to be installed either by the builder or the homeowner, provided Town water efficiency standards are met;

2. Allows up to 1,500 residential units to receive vertical building permits and COs prior to CVI opening; and

3. Allows commercial building permits to be issued prior to CVI opening, while continuing to prohibit commercial COs until CVI is open to the public.

CVI is currently expected to be substantially complete in 2027. Residential and commercial vertical construction in Dawson Trails is tracking on a similar timeline. As of this date, two Site Development Plans (SDPs) totaling 485 residential units have been approved, with an additional SDP for 100 townhomes under review. The Costco SDP has been approved, and the King Soopers SDP is currently under review. Additional commercial SDPs are anticipated in the coming months.

Staff review of anticipated construction schedules indicates that most early-release residential units are unlikely to be ready for occupancy prior to the current CVI completion date; however, schedule shifts could result in limited early occupancy. The proposed Amendment provides flexibility and

certainty for development while maintaining public safety and transportation objectives.

## Budget Impact

No direct budget impact is anticipated. The Amendment clarifies phasing, permitting, and developer responsibilities already associated with public safety access and transportation infrastructure timing.

## Staff Recommendation

Staff recommends approval of the First Amendment to the Dawson Trails Development Agreement, which:

1. Removes the requirement that residential rear yard landscaping be installed only by the builder;

2. Allows building permits and certificates of occupancy for up to 1,500 residential units prior to CVI opening; and

3. Allows commercial building permits to be issued prior to CVI opening, while withholding certificates of occupancy for commercial uses until CVI is open to the public.

## Proposed Motion

### *Option 1: Approval*

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

### *Option 2: Approval with Conditions*

*“I move to approve Ordinance as introduced by title, with the following conditions:” (list conditions)*

### *Option 3: Continue item to next hearing (need more information to make decision)*

*“I move to continue this item to the Town Council meeting on [date], 2026, at [time].”*

## Attachments

Attachment A: Dawson Trails DA Amendment 1
Attachment B: Ordinance
Attachment C: Dawson Trails Development Agr

**Meeting Date:** January 20, 2026

# AGENDA MEMORANDUM

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

**Through:** Dave Corliss, Town Manager

**From:** Tara Vargish, P.E., Director, Development Services

**Title**: **Ordinance Approving the First Amendment to the Dawson Trails Development Agreement (First Reading)**

---

## Executive Summary

ACM Dawson Trails VIII JV LLC (the "Master Developer") requests approval of a First Amendment to the Dawson Trails Development Agreement originally dated September 6, 2022 (recorded February 8, 2023). The Amendment updates select provisions related to rear yard landscaping installation responsibilities within the Water Efficiency Plan and the timing of building permits and certificates of occupancy (COs) relative to completion of the Castle Valley Interchange (CVI).

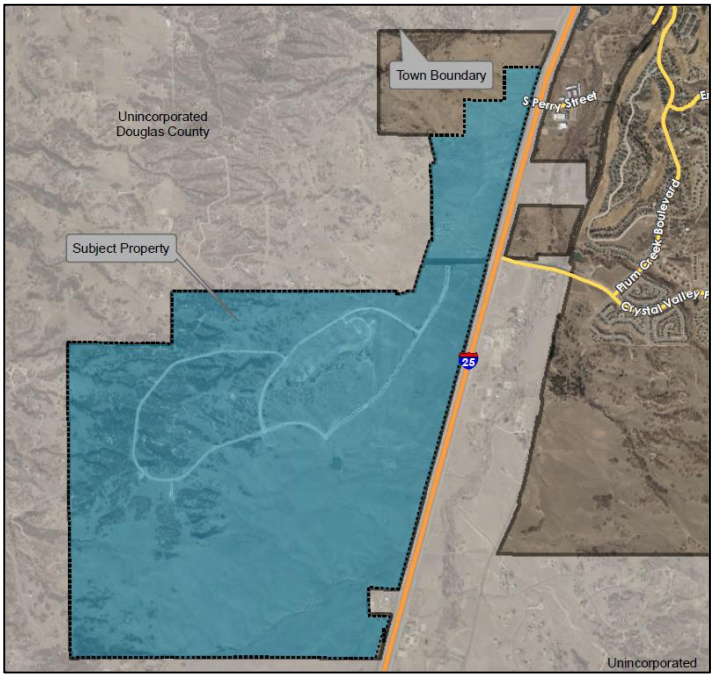



Figure 1: Site Vicinity Map

Specifically, the Amendment:

1. Allows rear yard landscaping in residential areas to be installed either by the builder or the homeowner, provided Town water efficiency standards are met;

2. Allows up to 1,500 residential units to receive vertical building permits and COs prior to CVI opening; and

3. Allows commercial building permits to be issued prior to CVI opening, while continuing to prohibit commercial COs until CVI is open to the public.

CVI is currently expected to be substantially complete in 2027. Residential and commercial vertical construction in Dawson Trails is tracking on a similar timeline. As of this date, two Site Development Plans (SDPs) totaling 485 residential units have been approved, with an additional SDP for 100 townhomes under review. The Costco SDP has been approved, and the King Soopers SDP is currently under review. Additional commercial SDPs are anticipated in the coming months.

Staff review of anticipated construction schedules indicates that most early-release residential units are unlikely to be ready for occupancy prior to the current CVI completion date; however, schedule shifts could result in limited early occupancy. The proposed Amendment provides flexibility and certainty for development while maintaining public safety and transportation objectives.

## Proposed Development Agreement

The current Dawson Trails Development Agreement addresses infrastructure improvements, development phasing, open space conveyances, water rights conveyances, Town service obligations, and related matters. These obligations are intended to be mutually beneficial and to promote public health, safety, and welfare.

The First Amendment refines implementation requirements while maintaining the Town's overarching objectives related to water efficiency, emergency access, and transportation infrastructure concurrency.

### *Water Efficiency Plan Update*

The Amendment removes the requirement in the Dawson Trails Water Efficiency Plan that rear yard landscaping for single-family homes be designed and installed solely by the builder. Castle Rock Water has determined that measurable water savings can still be achieved whether rear yards are installed by the builder or completed later by the homeowner, provided applicable water efficiency standards are met. This change removes a prescriptive builder-level requirement specific for Dawson Trails, while retaining the Town's broader water efficiency policies and the intent of the original Development Agreement.

### *Building Permit and Occupancy Limitations - Residential*

The Amendment replaces Section 8.01 (Fire Apparatus Access Road) in its entirety. The revised section maintains the requirement that fire apparatus access roads are the responsibility of the Master Developer and must be constructed in accordance with Town standards and the International Fire Code, as amended. At least one approved access point must be maintained at all times.

Once an approved water supply for fire protection is in place, the Amendment allows vertical building permits and COs for up to 1,500 residential units prior to CVI being substantially complete. This provision provides flexibility should CVI construction

schedules change, ensuring that residential occupancy is not unnecessarily delayed due to factors outside of the builders' control.

Residential site construction typically takes 18 months or longer before vertical building can begin. Based on current schedules, residential vertical construction may begin in early 2027, with COs anticipated in mid-2027—generally aligning with CVI opening. Staff anticipates that only a small portion of units could be ready for occupancy before CVI opens; however, the higher cap provides the certainty needed to support continued investment in infrastructure and neighborhood development.

*Building Permit and Occupancy Limitations - Commercial*

The Amendment replaces Section 8.04(d) in its entirety. The existing Development Agreement allows only the Costco building to proceed with vertical construction prior to CVI opening and restricts Costco's CO until CVI is open.

The Amendment expands this allowance by permitting all commercial building permits to be issued prior to CVI opening, while maintaining the restriction that no commercial building may receive a CO or open to the public until CVI is complete. Because commercial uses will generate a different volume than residential vehicle trips, commercial occupancy is appropriately tied to completion of the interchange.

Several proposed commercial buildings are large-format projects that may require nine months or more of construction. Allowing building permits to be issued in advance will better align commercial openings to shortly follow CVI completion.

*Other Provisions*

The Amendment retains the Master Developer's responsibility for the design, construction, and agency approvals of Plum Creek Parkway interchange improvements if Northern Dawson Trails Boulevard opens between CVI and Plum Creek Parkway prior to CVI completion.

All other provisions of the Dawson Trails Development Agreement remain in full force and effect.

## Budget Impact

No direct budget impact is anticipated. The Amendment clarifies phasing, permitting, and developer responsibilities already associated with public safety access and transportation infrastructure timing.

## Finding

Staff finds that the proposed Amendment provides clarity and updated implementation provisions related to water efficiency and CVI-related timing for vertical building

construction and occupancy, while maintaining the Town's core public health, safety, and welfare objectives.

## Recommendation

Staff recommends approval of the First Amendment to the Dawson Trails Development Agreement, which:

1. Removes the requirement that residential rear yard landscaping be installed only by the builder;

2. Allows building permits and certificates of occupancy for up to 1,500 residential units prior to CVI opening; and

3. Allows commercial building permits to be issued prior to CVI opening, while withholding certificates of occupancy for commercial uses until CVI is open to the public.

## Proposed Motions

### Option 1: Approval

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

### Option 2: Approval with Conditions

*"I move to approve Ordinance as introduced by title, with the following conditions:"* (list conditions)

### Option 3: Continue item to next hearing (need more information to make decision)

*"I move to continue this item to the Town Council meeting on [date], 2026, at [time]."*

## Attachments

Attachment A: Dawson Trails DA Amendment 1
Attachment B: Ordinance

**FIRST AMENDMENT TO**
**DAWSON TRAILS DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DAWSON TRAILS DEVELOPMENT AGREEMENT (this "Amendment") is made effective as of January 20, 2026, by and between TOWN OF CASTLE ROCK, a home rule municipal corporation (the "Town"), and ACM DAWSON TRAILS VIII JV LLC, a Delaware limited liability company ("Dawson Trails"). Each of the Town and Dawson Trails may be individually referred to herein as a "Party" and collectively as the "Parties."

**RECITALS:**

A. The Town and Dawson Trails Metropolitan District Nos. 1-5, each a political subdivision of the State of Colorado, Westfield Trade Center Metropolitan Districts Nos. 1 and 2, each a political subdivision of the State of Colorado, Dawson Trails I, LLC, a Colorado limited liability company ("DT1"), and Dawson Trails II, LLC, a Colorado limited liability company ("DT2"), entered into that certain Dawson Trails Development Agreement dated September 6, 2022 and recorded at the Douglas County, Colorado Clerk and Recorder's Office on February 8, 2023 at Reference No. 2023005661 (the "Development Agreement"). All capitalized terms used but not defined herein shall have the same meaning ascribed to them in the Development Agreement. Dawson Trails is the successor in interest to DT1 and DT2, and is the Master Developer.

B. Pursuant to Section 12.1 of the Development Agreement, the Development Agreement may be amended by a writing duly executed by the Town and the Master Developer.

C. The Town and the Master Developer desire to amend the Development Agreement as set forth below.

**AGREEMENT:**

NOW THEREFORE, the undersigned, constituting the Town and Master Developer, hereby amend the Development Agreement as follows:

1. Water Efficiency Plan. The Water Efficiency Plan is hereby amended to provide that single family residential builders shall be required to design, but not install rear yards, and that all references to such obligation in the Water Efficiency Plan are hereby deleted and of no further force or effect.

2. Fire Apparatus Access Roads. Section 8.01 of the Development Agreement is hereby deleted in its entirety and replaced with the following provision, which shall read in its entirety as follows:

**8.01 Fire Apparatus Access Roads**. All fire apparatus access roads shall be completed by Master Developer in accordance with the Town Transportation Design Manual and/or the International Fire Code, as amended from time to time. Any roads that are outside the Property may be subject to state and/or federal standards. Fire apparatus access roads shall be completed throughout phasing of the Project, at intervals that are appropriate to meet the required amount of access points for the level of development that is being constructed. At no time shall there be less than one fire apparatus access point into the Property. Infrastructure, at-grade and below-grade foundation work and construction work may take place with approved fire apparatus access points that meet the minimum standards set forth by the Town for fire apparatus access into such areas.

From and after the date that a water supply for fire protection approved by the Fire Code Official, either temporary or permanent, is present on the Project, vertical building construction will be allowed; provided, however, that in no event shall building permits for vertical construction of more than 1,500 residential units and Certificates of Occupancy be issued until substantial completion of CVI.

3. **Crystal Valley Interchange**. Section 8.04(d) of the Development Agreement is hereby deleted in its entirety and replaced with the following provision, which shall read in its entirety as follows:

(d) Prior to substantial completion of the CVI, non-residential building permits may be issued, and vertical construction allowed, subject to fire apparatus access routes approved by the Fire Department. A Certificate of Occupancy for non-residential buildings will not be issued until CVI is substantially completed and open to the public. If, but only if, Northern Dawson Trails Boulevard is open to the public between CVI and Plum Creek Parkway prior to substantial completion of CVI, Master

Developer shall be solely responsible for the design and construction of, and acquiring any necessary approvals from the Colorado Department of Transportation (CDOT) and/or the Federal Highway Administration (FHWA) for, any improvements to the Plum Creek Parkway interchange that are necessary to support the additional Project traffic impact.

4. Recitals. The recitals set forth above are true and correct and are incorporated herein in their entirety by this reference.

5. Construction. Each of the Parties acknowledges that they, and their respective counsel, substantially participated in the negotiation, drafting and editing of this Amendment. Accordingly, the Parties agree that the provisions of this Amendment shall not be construed or interpreted for or against any Party hereto based on authorship.

6. Authority. Each Party represents and warrants that it has the power and authority to execute this Amendment and that there are no third-party approvals required to execute this Amendment or to comply with the terms or provisions contained herein.

7. Headings. The section headings used herein shall have absolutely no legal significance and are used solely for convenience of reference.

8. Ratified and Confirmed. The Development Agreement is hereby ratified and confirmed and shall remain in full force and effect in accordance with its original terms and provisions, except as modified by this Amendment.

9. Counterparts; Facsimile/Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and both of which together shall be deemed to constitute one and the same instrument. Each of the Parties shall be entitled to rely upon a counterpart of this Amendment executed by the other Party and sent via facsimile or electronic transmission.

**[Signature pages follows]**

IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first written above.

**TOWN:**

**ATTEST:** **TOWN OF CASTLE ROCK**

_____ _____
Lisa Anderson, Town Clerk Jason Gray, Mayor

**Approved as to form:** **Approved as to content:**

_____ _____
Michael J. Hyman, Town Attorney David L. Corliss, Town Manager

**STATE OF COLORADO )**
**)ss.**
**COUNTY OF DOUGLAS )**

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

Witness my official hand and seal.

My commission expires: _____

_____
Notary Public

**DAWSON TRAILS:**

**ACM Dawson Trails VIII JV LLC,**
a Delaware limited liability company

By: _____
Andrew R. Klein, Authorized Signatory

**STATE OF COLORADO )**
**)ss.**
**COUNTY OF ARAPAHOE )**

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by Andrew R. Klein as Authorized Signatory of ACM Dawson Trails VIII JV LLC, a Delaware limited liability company.

Witness my official hand and seal.

My commission expires: _____

_____
Notary Public

**ORDINANCE NO. 2026-003**

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO THE DAWSON TRAILS DEVELOPMENT AGREEMENT**

**WHEREAS**, on September 6, 2022, the Town Council (the "Town Council") of the Town of Castle Rock (the "Town") adopted Ordinance No. 2022-018 approving the execution of the Dawson Trails Development Agreement by and between the Town, Dawson Trails Metropolitan District Nos. 1-5, Westfield Trade Center Metropolitan Districts Nos. 1 and 2, Dawson Trails I, LLC, and Dawson Trails II, LLC (the "Development Agreement"); and

**WHEREAS**, ACM Dawson Trails VIII JV LLC, the successor in interest to Dawson Trails I, LLC, and Dawson Trails II, LLC, is the Master Developer of Dawson Trails, a residential/commercial mixed-use community, the development of which is governed by the terms and conditions of the Development Agreement; and

**WHEREAS**, pursuant to Section 12.1 of the Development Agreement, the Development Agreement may be amended by a writing duly executed by the Town and the Master Developer; and

**WHEREAS**, the Town and the Master Developer desire to amend the Development Agreement for purposes of clarifying the timing with respect to the issuance of residential and non-residential building permits and amending the water efficiency plan for the community to conform to current Town water policies; and

**WHEREAS**, the Town Council finds and determines that it is appropriate for the Town to enter into the First Amendment to the Development Agreement for these purposes.

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO**:

**Section 1.** **Approval**. is hereby approved in the form presented at tonight's meeting. The Mayor and the other proper Town officials are hereby authorized to execute the Development Agreement by and on behalf of the Town.

**Section 2.** **Severability**. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this ordinance.

**Section 3.** **Safety Clause**. The Town Council finds and declares that this ordinance is promulgated and adopted for the public health, safety and welfare and this ordinance bears a rational to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING** this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Tara Vargish, Director of Development Services

Ref #2023005661, Date: 2/8/2023 2:41 PM, Pages: 1 of 90 ,RECORDING $458.00
Electronically Recorded Douglas County, CO. Sheri Davis, Clerk and Recorder

**APPROVAL OF THIS AGREEMENT CREATES A VESTED PROPERTY RIGHT PURSUANT TO C.R.S. § 24-68-103, AS AMENDED**

# DAWSON TRAILS

# DEVELOPMENT AGREEMENT

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**DATE:** September 6, 2022.

**PARTIES:** **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104.

**DAWSON TRAILS I, LLC,** a Colorado Limited Liability Company, **DAWSON TRAILS II, LLC,** a Colorado Limited Liability Company.

**DAWSON TRAILS METROPOLITAN DISTRICT NOS. 1-5** and **WESTFIELD TRADE CENTER METROPOLITAN DISTRICTS NOS. 1 AND 2**, each a political subdivision of the State of Colorado.

**RECITALS:**

A. The Parties have determined that it is in their mutual interest to enter into this Agreement governing the development of the Property in conjunction with the concurrent approval of the PDP.

B. The Parties intend that this Agreement will amend and supersede all prior annexation and development agreements encumbering the Property, as more fully set forth in Section 2.02 below.

C. The Parties acknowledge that this Agreement contains reasonable conditions and requirements on the development of the Property, and that these restrictions are imposed to protect and enhance the public health, safety and welfare of future residents of the Town.

D. Each Party has taken the requisite corporate action as may be required under its respective governance instruments to authorize such Party's execution of this Agreement and to legally bind such Party to perform its obligations under this Agreement.

E. Initially capitalized words and phrases used in this Agreement have the meanings stated in Article I, or as indicated elsewhere in the Agreement.

**COVENANTS:**

**NOW, THEREFORE**, in consideration of these mutual promises, the Parties agree and covenant as follows:

## ARTICLE I
## DEFINITIONS

**1.01 Defined Terms**. Unless the context expressly indicates to the contrary, the following words, when capitalized in the text, shall have the meanings indicated:

**Agreement**: this Dawson Trails Development Agreement, as the same may be amended from time to time.

**Charter**: the Home Rule Charter of the Town, as amended.

**Code:** the Castle Rock Municipal Code, as amended.

**Costco**: the Costco Wholesale warehouse and related improvements, which are planned to be constructed within the Project.

**County**: Douglas County, Colorado.

**C.R.S.**: the Colorado Revised Statutes, as amended.

**CVI**: the future interchange between Interstate 25 and Crystal Valley Parkway, which is described in greater detail in Section **8.04**.

**Development Exactions**: the capital recovery fees and charges imposed by the Town under the Town Regulations on development and building, including the System Development Fees, as the same may be amended from time to time, and applied uniformly throughout the Town.

**District or Districts**: individually or collectively, the Dawson Ridge Metropolitan District Nos. 1-5, inclusive, and the Westfield Metropolitan District Nos. 1-2, inclusive, individually and collectively, as appropriate.

**District Agreements:** the Service Plan for the District(s), the District IGA, and such other agreements entered into by the Town and the Districts after the date of this Agreement, all as the same may be amended from time to time.

**District IGA**: the Intergovernmental Agreement among the Town and District(s) dated 10/19 2022, as the same may be amended from time to time.

**Effective Date**: the date when the ordinance(s) approving this Agreement and the PDP are effective pursuant to the Town Charter.

**Force Majeure**: An act of God, war, civil commotion, act of federal or state government, riot, strike, picketing, or other labor dispute, supply chain disruption, damage to work in progress by casualty, epidemic, or by other cause beyond the reasonable control of a party (financial inability, imprudent management and negligence excepted).

**Full Buildout**: The completion of Project as evidenced by either (1) the issuance of the certificate of occupancy for the last dwelling unit of the maximum number of dwelling units and total amount of commercial square feet, as are permitted under the PDP to be constructed within the Property, or (2) the Master Developer's issuance of written notice to the Town indicating that it has completed the Project, whichever occurs first.

**Groundwater Rights**: the right to and interest of Owner in the Denver Basin groundwater underlying the Property, including, but not limited to, the Denver Basin groundwater adjudicated

in Case Nos. (1) W-285; (2) W-4765; (3) W-9496-78; (4) 80CW365; and (5) 83CW356, all in Water Division No. 1 (collectively, the "**Decrees**").

**Legal Challenge**: any action initiated by a third party to challenge the validity of the Town's approval of this Agreement, the PDP, a Plat, or any other approval issued relating in any way to the Property. The term Legal Challenge includes, but is not limited to, an action pursuant to Colorado Rules of Civil Procedure Rule 106(a)(4) or a referendum.

**Master Developer**: Dawson Trails I, LLC, and Dawson Trails II, LLC, or to the extent specifically identified as such in a writing delivered to the Town as contemplated in this Agreement, their designated successors or assigns. To the extent desired by the Master Developer, the Master Developer may assign its obligations to one or more parties in accordance with Section 2.01, with respect to one or more portions of the Property, so long as such party holds fee simple title to all or a portion of the Property.

**Municipal Services**: public safety, water and wastewater, stormwater drainage and detention, parks and recreation, transportation and street maintenance, general administrative services including code enforcement and any other service provided by Town within its municipal boundaries under its police powers.

**Owner or Owners**: the person(s) or entity(ies), individually or collectively, that hold fee simple title to any portion of the Property, according to the records of the County Clerk and Recorder. The use of the singular "Owner" shall refer to all owners of the Property, unless the context of the Agreement otherwise limits the reference and subject to Section 2.01 of this Agreement. As of the date of execution of this Agreement, Master Developer is the Owner of the Property.

**Party(ies):** individually or collectively, as applicable, the entities first referenced above, including the Town, Dawson Trails I, LLC, a Colorado limited liability company, Dawson Trails II, LLC, a Colorado limited liability company, the Districts and their respective successors and assigns.

**PDP**: the Dawson Trails Planned Development Plan approved by Ordinance No. 2022-017 and recorded in the Records, as amended from time to time in accordance with Town Regulations.

**Phasing Plan**: the matrix and notes on the PDP designating development thresholds and timing of when Public Improvements must be developed and Public Lands conveyed to the Town.

**Plat**: a subdivision plat of any portion of the Property approved under the Town Regulations.

**Project**: the residential/commercial mixed-use community anticipated to be developed within the Property, including parks, open space, and other such public amenities as set forth in the PDP and this Agreement.

**Property**: the real property described in ***Exhibit 1***.

**Public Improvements**: the infrastructure prescribed by Town Regulations or expressly prescribed under this Agreement necessary to furnish Municipal Services and Public Utilities to the Property, including the infrastructure required to extend or connect such on-site infrastructure to complementary infrastructure off-site of the Property and necessary to serve Public Lands. Public Improvements include, without limitation, the infrastructure necessary to serve the Property with water, wastewater, stormwater and/or drainage, park and recreation, fire protection, and transportation improvements including, but not limited to, streets, roads, sidewalks and trails.

**Public Lands**: those portions of the Property designated on the PDP for dedication to the Town or other public entities for parks, recreational areas, public open space, well sites, utilities, public safety and other public purposes.

**Public Utilities**: the infrastructure necessary to extend services (other than Municipal Services) to the Property, which are provided by public or quasi-public utilities, including natural gas, electricity and cable television.

**Records**: the real property records of the Clerk and Recorder of the County.

**Regional Mill Levy**: a property tax of five (5) mills, subject to future changes made in the method of calculating assessed valuation, to be imposed by the Districts pursuant to the Service Plan and remitted to the Town on an annual basis for the purpose of defraying costs incurred by the Town in providing such services and improvements as the Town, in its sole and reasonable discretion, believes are: (i) public in nature; (ii) for the benefit of the residents and taxpayers of the Districts; and (iii) permitted by State law to be paid for from taxes imposed by the Districts.

**SDP**: a site development plan for the Property, or any portion of the Property, as required and approved under Title 17 of the Code.

**Service Plan**: the Amended and Restated Consolidated Service Plan for the Dawson Ridge Metropolitan District No. 1, Dawson Ridge Metropolitan District No. 2, Dawson Ridge Metropolitan District No. 3, Dawson Ridge Metropolitan District No. 4, Dawson Ridge Metropolitan District No. 5, Westfield Metropolitan District No. 1, and the Westfield Metropolitan District No. 2, approved by the Town Council on 9/6, 2022, by adoption of Resolution No. 2022-100.

**SIA**: a Subdivision Improvements Agreement entered into between the Town and subdivider as identified on a Plat, as required under the Code.

**System Development Fees**: the capital-recovery charges for the Town water, wastewater, and stormwater systems and renewable water fees imposed under the Code, as the same may be amended from time to time, and applied uniformly throughout the Town.

**TIA**: the traffic impact analysis prepared by Fox Tuttle Transportation Group, LLC, and dated June 7, 2022, prepared with the PDP, and submitted to and accepted by the Town; and future traffic impact analyses or updates as may be required with future land development applications.

**Town:** Town of Castle Rock, Colorado.

**Town Council**: the governing body of the Town, constituted under Article II of the Charter.

**Town Regulations**: the Charter, Code, ordinances, resolutions, rules and regulations of the Town, technical criteria, and the provisions of all zoning, subdivision and building codes, as the same may be amended from time to time and applied uniformly throughout the Town.

**Urban Services**: Municipal Services and services provided through Public Utilities.

**Vested Property Rights Statute**: C.R.S. § 24-68-101 *et seq.*

Certain other terms are defined in the text of the Agreement and shall have the meaning indicated.

**1.02 Cross-reference**. Any reference to a section or article number, without further description, shall mean such section or article in this Agreement.

## ARTICLE II
## APPLICATION AND EFFECT

**2.01 Binding Effect**. The Property is both benefited and burdened by the mutual covenants of this Agreement, and such covenants shall constitute real covenants binding upon successors in interest to the Property, including any mortgagees or lienholders subsequently acquiring title to the Property, irrespective of whether specific reference to this Agreement is made in any instrument affecting title to the Property. Except as expressly provided in this Agreement to the contrary, upon assignment of all or a portion of its interest in this Agreement, the Master Developer, as assignor, respectively shall be relieved of all obligations imposed by this Agreement upon the Master Developer, applicable to the portion of the Property designated in the instrument assigning such obligation(s), provided that: (i) the assignee expressly assumes such obligation; (ii) the Master Developer, as assignor, shall not be relieved of any default under this Agreement attributable to the action or inaction of the Master Developer, while the Master Developer was so designated for such portion of the Property; and (iii) the assignee, if other than the Districts, meets the definition of Master Developer as set forth in Section 1.01. Except as expressly provided in this Agreement to the contrary, upon conveyance of all, or a portion of, the Property, an Owner, as grantor, respectively shall be relieved of all obligations imposed by this Agreement applicable to the portion of the Property conveyed.

**2.02 Supersession**. This Agreement supersedes all prior Town agreements or contracts encumbering the Property including, but not limited to, the Annexation and Development Contracts between the Town and Bellamah Community Development (Bellamah Annexations [Southern Portion] and MSP Investment Co. [Bellamah Annexations-Northern Portion] dated November 1984 [the "1984 Contracts"]), and the Suspension Agreement dated October 8, 1992, insofar as those documents affect the Property. Accordingly, neither the 1984 Contracts nor the Suspension Agreement shall have any force or effect with respect to the Property as of the Effective Date.

**2.03 Mortgagee Obligation.** No mortgagee or lienholder shall have an affirmative obligation hereunder, nor shall Town have the right to seek performance of this Agreement from mortgagees or lienholders, except in the event that a mortgagee or lienholder acquires fee simple title to all or a portion of the Property, in which event the mortgagee or lienholder shall be bound by the terms, conditions and restrictions of this Agreement.

**2.04 Owner/Districts Responsibility.** Town shall accept the District(s)' performance of Master Developer's obligations under this Agreement upon the Districts' compliance with Article III. However, the Master Developer retains the ultimate responsibility for performance of the covenants and obligations of this Agreement should the Districts fail to discharge such obligations. To the extent the Districts discharge the obligation of Master Developer under this Agreement, and to the extent permitted by Colorado law as further provided in Article III, the Districts shall have the same contractual rights and responsibilities as Master Developer under this Agreement with respect to such obligation.

**2.05 Town Regulations.** Subject and subordinate to any provisions to the contrary contained in this Agreement, (i) the Town Regulations shall apply to the Property in the same manner and effect as within other areas of the Town, and (ii) this Agreement shall not in any manner restrict or impair the lawful exercise by the Town Council of its legislative or police powers as applied to the Property, including specifically the amendment, modification or addition to the Town Regulations, subsequent to the execution of this Agreement. Provided, Owner does not waive its right to oppose or challenge the legality or validity of any amendment to the Town Regulations that it could maintain absent this Agreement.

When this Agreement calls for compliance with the Town Regulations, the operative Town Regulations in effect at the time such compliance is required shall govern, unless the provisions of this Agreement expressly provide to the contrary.

**2.06 Commencement of Development.** Except as provided otherwise herein, execution of this Agreement by Owner does not create any obligation upon Owner or Master Developer to commence or complete development of the Property within any particular timeframe. The Parties, however, understand and agree that this Agreement imposes certain financial obligations on Master Developer which are time-sensitive after the commencement of

development on the Property. Accordingly, subject to day-for-day extension in the event of any Force Majeure, in the event that Owner has not completed the construction of at least $500,000 in Public Improvements, excluding soft costs, and has not obtained the first building permit for a single-family residential structure by December 31, 2032, then the right of Owner under this Agreement and the Town Regulations to undertake further development of the Property, or to obtain permits for the construction of private improvements, shall be suspended (the "**Development Suspension**"). The Development Suspension may be released by Town Council, in its discretion, upon a showing of good cause for the delay, and the demonstration by Owner of its ability to commence and complete development of the Property in accordance with the PDP. If the Town Council determines that the Development Suspension should not be released, thereafter, the Town may initiate modifications to the PDP through the Town Regulations.

## ARTICLE III
## DISTRICT PARTICIPATION

**3.01** **Authorization**. The Parties anticipate that the Districts will finance and construct a significant portion of the Public Improvements on behalf of Master Developer, or in the alternative, fund the Master Developer construction costs, either directly or as a reimbursement of costs incurred. It is the Parties' intention that the Districts comply with the Special District Oversight Ordinance of the Town Regulations ("**SDO**"), except as specifically set forth in the Districts' Service Plan approved by the Town Council, prior to and as a condition of undertaking any of Master Developer's obligation under this Agreement.

Accordingly, as of the Effective Date, Owner has submitted to the Town for approval the Service Plan, and upon the Town Council's approval of the Service Plan, the Town and Districts shall enter into the District IGA. The District Agreements, as applicable, shall require the Districts to impose and remit to the Town the Regional Mill Levy, beginning upon a District's first imposition of a debt service mill levy and continuing until such time as all of the Districts no longer impose a mill levy for any purpose or are otherwise dissolved, whichever is later.

Subject to Town Council approval of the District Agreements ("**District Approvals**") and the assignment of the Master Developer's obligations to fund and construct Public Improvements under this Agreement to the Districts, the Districts shall have the same contractual rights and

responsibilities as the Master Developer with respect to such obligations. Town shall accept the performance by the Districts, to the extent that the Districts discharge the obligations imposed on Master Developer under this Agreement. When undertaking development of Public Improvements, references in this Agreement to "Master Developer" shall mean "District(s)" unless the context clearly indicates otherwise. Nothing in this Agreement shall relieve the Districts from obtaining Town approval of Service Plan amendments, as may be required under the Special District Act and the SDO. Notwithstanding anything herein to the contrary, the Parties agree that the Districts may only undertake the construction and financing of Public Improvements authorized by State law or the Districts' Service Plan, and any other improvements or utilities, such as dry utilities, may not be financed or constructed by the Districts, and such responsibilities shall remain the responsibility of the Master Developer.

**3.02 Default and Remedies as Between Town and Districts.**

(a) As between the Town and any District which is or may become a Party to this Agreement, this Agreement constitutes a legislatively adopted intergovernmental agreement and mutually binding and enforceable comprehensive development plan for the Property and the Project pursuant to C.R.S. §§ 29-1-203 and 29-20-105(2)(g) and, as the General Assembly has expressly authorized pursuant thereto, such Parties intend that their respective obligations under this Agreement are to be enforceable by specific performance and/or injunctive relief or other equitable remedies, in addition to any remedies otherwise available at law.

(b) A "breach" or "default" by a District will be defined as the District's failure to fulfill or perform (a) any express material obligation of the District stated in this Agreement, or (b) any obligation which the District has expressly assumed pursuant to Section 3.01.

(c) In addition to those remedies otherwise available pursuant to Section 10.03, as between the Town and a District, the non-breaching Party will be entitled to enforce the breaching Party's performance of the terms of this Agreement and the PDP, pursuant to, without limitation, C.R.S. § 29-20-105(2)(g), which remedies the General Assembly has expressly authorized, to include the equitable remedies of specific performance and

injunctive relief pursuant to an expedited hearing to enforce such Party's obligations under this Agreement.

**3.03 Surety**. In recognition of the quasi-governmental nature of the Districts and their financial and taxing powers, Districts may satisfy the requirements under this Agreement or the Town Regulations for posting of financial guarantees to assure the construction and warranty obligations for Public Improvements the Districts have constructed by establishing a cash construction escrow (the "**Escrow**") in accordance with the following:

(a) the Escrow shall be established with a title insurance company or financial institution;

(b) the Escrow deposit shall be in the amount prescribed by the Town Regulations;

(c) Districts may make progress payments to their contractors from the Escrow deposit, provided the Town approves the payment request, which approval shall be prompt and not unreasonably withheld;

(d) the Escrow deposit may not be drawn down below the amount required for the warranty surety under the Town Regulations;

(e) the Escrow agreement shall authorize the Town to access the Escrow deposit in the event of a default by Districts, for the purpose of undertaking completion or remediation work on the Public Improvements, as more specifically provided under the applicable SIA; and

(f) the Escrow deposit remaining after completion of the Public Improvements and the posting of the required warranty surety shall be returned to the Districts.

In lieu of establishing an Escrow (for construction or warranty), the Districts may, at their discretion, post any other form of financial surety authorized under the Town Regulations.

In the event of a default by the Districts in their obligation to construct the Public Improvements, Town shall have the right to withhold approvals and permits for the applicable portion of the Project until the default is cured.

**3.04 Annual Appropriation and Budget.** The Districts do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Parties expressly understand and agree that the Districts' obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board(s) of the Districts and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The Districts' obligations under this Agreement exist subject to annual budgeting and appropriations and shall remain subject to the same for the entire term of this Agreement, unless otherwise specified in writing by the Parties thereto.

## ARTICLE IV
## GENERAL OBLIGATIONS

**4.01 Municipal Services.** Except as specifically set forth to the contrary in this Agreement, and so long as Master Developer has satisfied its obligation to develop the necessary Public Improvements under this Agreement and the Town Regulations for the applicable portion of the Project, the Town shall provide the Property with Municipal Services at an equivalent service level, and on the same terms and conditions, including non-discriminatory fees and charges, as provided elsewhere within its municipal boundaries. Town reserves the right to contract with other governmental or private entities for delivery of Municipal Services to the Property, provided such service level is comparable to that provided by the Town in its proprietary capacity, and such Municipal Services are provided on similar terms and conditions as provided to similar developments in other portions of the Town. The respective obligations of the Parties for development of the infrastructure necessary for provision of Municipal Services to the Property are addressed in Article VI.

**4.02 Permitted Development**. Master Developer shall develop the Property in accordance with this Agreement and Town Regulations, and applicable state and federal law and regulations. Town shall allow and permit the development of the Property in accordance with the Town Regulations, the PDP, and this Agreement upon submission of proper applications; payment of fees, exactions and charges imposed by the Town Regulations; and compliance with conditions precedent to permitting imposed by this Agreement, the PDP, or Town Regulations.

The Town agrees that it shall review and process all applications for land use approvals including, but not limited to, Plats and SDPs, and any approvals of aspects thereof, and building and construction permits required in connection with the Property, in a prompt and efficient manner, in accordance with applicable Town Regulations, the PDP, and this Agreement. Town shall not unreasonably delay, condition, withhold or deny consent to or approval of any development request or permit relating to the Property and/or the Project.

**4.03 Coordination**. Subject to prior review, Town shall coordinate with, and affirmatively support, the Owner or Master Developer in any filings or applications before other governmental jurisdictions necessary for Owner or Master Developer to fulfill its obligations under this Agreement, or to allow development of the Property in accordance with the PDP and this Agreement.

**4.04 Required Easements**. To the extent necessary to provide access to or Municipal Services to the Property, Owner shall provide any easements on the Property or, if Owner has a legal right to do so, adjacent to the Property, to the Town as reasonably requested by the same prior to the issuance of the applicable Plat.

## ARTICLE V
## GROUNDWATER RIGHTS

**5.01 Requirement**. In accordance with the Charter and Code, it is the obligation of Owner to convey to the Town the Groundwater Rights (together with additional water resources, if required under this Agreement) to support the Town's obligation to provide a municipal water supply to the Property. The Town shall have no obligation to issue Plat, SDP, building permit, or other construction permit approvals, or any other approvals for development on the Property, unless Owner is in compliance with the provisions of this Article V.

**5.02** **Conveyance**. The Town and Master Developer acknowledge that Master Developer has provided to the Town, at Master Developer's sole expense, an opinion of a qualified Colorado attorney (the "**Title Opinion**") that: (i) Owner owns the Groundwater Rights and (ii) upon recordation of the special warranty deed conveying the Groundwater Rights to the Town, Town will have good and marketable title to the Groundwater Rights, free of liens, encumbrances or other title defects (the "**Title Opinion Requirements**"). The Town and Master Developer further acknowledge that the Town has not accepted the Title Opinion and is in the process of assessing the Groundwater Rights with respect to the satisfaction of the Title Opinion Requirements. Owner shall reimburse Town for all reasonable actual third-party costs incurred by Town in retaining legal counsel to review and assess the Title Opinion and Title Opinion Requirements with respect to the Groundwater Rights. The Parties acknowledge and agree that, once the Town accepts and concurs with the Title Opinion, the Town shall rely upon such opinion in accepting conveyance of the Groundwater Rights. Within ten (10) days after the Effective Date, the Owner shall convey to the Town title to the Groundwater Rights by special warranty deed. Subject to the terms and conditions of the Decrees, the conveyance of the Groundwater Rights shall transfer to the Town the right to use, reuse, lease or sell the water withdrawn under the Groundwater Rights.

After conveyance of the Groundwater Rights, Owner shall execute such further reasonable and additional instruments of conveyance and other documents which Town reasonably determines necessary to grant to the Town the exclusive ownership, management and control of the Groundwater Rights. Should it be subsequently determined that marketable title to any portion of the Groundwater Rights did not vest in the Town with the conveyance of same, and such defect cannot be cured by Owner or Master Developer, the Water Credit established in Section 5.03 below shall be reduced accordingly, and the Water Bank debited in an amount equal to the SFE equivalent of the Groundwater Rights for which marketable title did not vest.

**5.03** **Water Credit**. Under the Town Regulations, the Groundwater Rights are converted into development entitlements, referred to as a "Water Credit." The Water Credit is expressed as a single-family equivalent ("**SFE**"). An SFE is the measure of average annual wholesale water production that must be developed to meet the imputed demand from a single-family residence under the Town Regulations. Consequently, one (1) SFE of Water Credit represents that the holder has satisfied the Town's water dedication requirement for one single-

family residence or the equivalent demand attributable to commercial or irrigation uses under the Town Regulations. SFEs are assigned to residential, commercial and irrigation uses under the Town Regulations.

The Title Opinion is currently being assessed for 2,290.35 acre feet of Groundwater Rights for the Property, which includes 2,032.24 acre feet of the Groundwater that was adjudicated under the Decrees (the "**Adjudicated Water Rights**"). Town and Master Developer acknowledge that additional water rights other than the Adjudicated Water Rights may exist within the Groundwater Rights conveyed to the Town. With conveyance of the Groundwater Rights to the Town, a Water Credit for the Property will be established in SFE's for the Adjudicated Water Rights, to the extent then accepted by the Town. Town shall determine whether the Title Opinion Requirements have been satisfied for the Groundwater Rights, as the same may be presented by, or on behalf of, Master Developer to the Town from time to time. At no time will the Property be platted into developable lots, unless the Property has available Water Credits accepted by the Town, or otherwise provided for in Section 5.06, for such lots. Master Developer will adjudicate all of the unadjudicated Groundwater Rights that do not constitute a part of the Adjudicated Water Rights and, subject to the terms and conditions set forth above, receive an additional Water Credit with respect to such Groundwater Rights. Town shall be named as a co-applicant in the adjudication application. If Master Developer does not complete the adjudication within three (3) years from the Effective Date, the Town may pursue the adjudication and charge the Master Developer for the actual costs of said adjudication. Upon the acceptance of all or any portion of the Title Opinion by the Town, the Town will calculate the initial Water Credit for the portion of the Property related to such accepted portion of the Title Opinion. The Master Developer believes the total initial Water Credit related to the Title Opinion will be approximately as follows:

| Aquifer | Adjudicated Groundwater AF/Year | Equivalent SFE Credit "Water Credits" |
|---|---|---|
| Lower Dawson | 0 | 0 |
| Denver | 553.91 | 503.55 |

| | | |
|---|---|---|
| Arapahoe | 1182.66 | 1075.16 |
| Laramie Fox | 295.67 | 89.60 |
| Totals | 2032.24 | 1668.31 |

The final Water Credit calculated by the Town in SFEs may be subject to adjustment over time, pursuant to the Water Efficiency Plan under Section 5.08 below; however, except as set forth in this Agreement, such SFE calculation shall not be affected by changes in the conversion rate of Groundwater Rights into SFEs that the Town may implement through modifications to the Town Regulations after the date of this Agreement, including any future changes in the current non-renewable dedication requirement under the Town Regulations.

**5.04 Application of Water Credit.** Unless otherwise directed by the Owner in accordance with Section 5.06 below, the Water Credit shall be reduced (i.e. applied):

(a) Initially, at the time of Plat approval, by the total SFE assigned to all approved development with such Plat (private and public) to the extent the water demand for such use can be determined at Plat approval;

(b) Subsequently adjusted at the time of SDP approval within the Property, or at building/irrigation permit issuance within the Property, for those uses not accounted for at the time of Plat approval, or as necessary to reflect specific SFE assignment determined at building permit; and

(c) At the time all potable and irrigation tap sizes are known, the Water Credit in the Water Bank, as defined in Section 5.05 below, shall be adjusted to reflect the SFE assignment in accordance with the Town Regulations.

**5.05 Water Bank.** In order to properly account for the Water Credit, Town shall administratively maintain an account designated as the Dawson Trails Water Bank ("**Water Bank**"). The Water Bank shall be debited or credited from time to time upon the Owner's application of any portion of the Water Credit in accordance with this Article V.

The Owner may request in writing an accounting of all entries made to the Water Bank and the current balance. Any objections raised by the Owner regarding an entry shall be reviewed by the Town, provided, however, that the Town's determination after such review shall be final and binding if reasonably made in accordance with this Agreement.

**5.06 Required Water Sources**. If the Water Bank is exhausted prior to full development of the Property, or if a specific portion of the Property has insufficient Water Credit(s), the Owner of such portion of the Property shall be required, and shall have the right to provide, in addition to those Groundwater Rights referenced in Section 5.03 above, additional water resources acceptable to the Town. At the sole discretion of the Town, cash-in-lieu of water rights in accordance with Town Regulations then in effect may be approved but, because water rights may or may not be available for purchase, will be subject to review and approval by the Town Council for each request to utilize cash-in-lieu. Absent provision of such additional water resources, the Town shall not be obligated to approve any additional Plat(s) or issue building permits for that portion of the Property for which sufficient Water Credits are not allocated, or for which a cash-in-lieu payment has not been made.

**5.07 Water Efficiency Plan**. Owner shall implement the Water Efficiency Plan attached as ***Exhibit 2*** ("**Water Efficiency Plan**") for all development within the Property. The Water Efficiency Plan shall be incorporated into all conveyance documents for the Property and private covenants and restrictions. All builders of residential and non-residential construction on the Property shall be required to implement and follow all requirements of the Water Efficiency Plan.

Minor modifications and clarifications or changes that are more restrictive or net neutral to the Water Efficiency Plan may be made administratively, without requiring an amendment to this Agreement, as reasonably determined by the Town. In the event more restrictive modifications are made to the Water Efficiency Plan, the corresponding credits to the Water Bank for each SFE shall be calculated based on estimated actual use of the related improvement. In the event that more restrictive water use conservation measures than are contained in the Water Efficiency Plan are subsequently adopted by Town Regulations and applied uniformly throughout the Town, the Water Efficiency Plan shall remain in full force and effect with respect to, and only with respect to, the

aspects of the Water Efficiency Plan that are more restrictive than such adopted conservation measures, and the Town-adopted more restrictive measures shall otherwise govern all future Plat approvals. In the event that the use of system development fee credits programs, as set forth in the Code in Section 13.12.080, are eliminated or amended to reduce or eliminate these programs, the Project shall be subject to such regulations, and any such credits that the Project may have qualified for will be eliminated or amended in accordance with such amendments to the Code. Except as expressly set forth herein, nothing in this Agreement shall obligate the Town to any future credits or programs that may exist at the time of this Agreement, if said credits or programs are eliminated or amended by any Code amendment.

## ARTICLE VI
## PUBLIC IMPROVEMENTS DEVELOPMENT

**6.01** **Generally**. Master Developer shall develop the Property in accordance with this Agreement, the PDP, and applicable Town Regulations and state and federal laws and regulations. Except for the Town Improvements defined in 6.04 below, and except as set forth in Section 3.01, development of the Public Improvements shall be the exclusive obligation of Master Developer, and Master Developer shall bear the cost of planning, design, construction and financing of the Public Improvements and all other related and incidental activities, including off-site property or easement acquisition, if such off-site property interests are necessary to construct the Public Improvements or to connect the Public Improvements to existing infrastructure, and are located in the general vicinity of the Property and contained in the applicable Plat, SIA and/or SDP. Town may, at the Town's discretion, exercise its eminent domain powers to acquire such off-site property interests if Master Developer or District reasonably determine that they are unable to secure them, provided that Master Developer bears all costs of condemnation including appraisal, expert witness and attorney's fees and just compensation for the property acquired, if compensation is required.

The Public Improvements shall be developed in strict accordance with Town Regulations, the PDP, this Agreement, the Phasing Plan and the applicable SDP, Plat and SIA. Except as otherwise expressly provided in this Agreement, or the applicable SDP, Plat or SIA, Town shall have no obligation to develop Public Improvements.

**6.02 Oversizing**. In the event Master Developer independently develops Public Improvements which are sized to serve, or otherwise directly benefit adjacent, third-party developments, the Town and Master Developer shall prescribe in the applicable SIA for said adjacent third-party developments the method by which Master Developer may recover a fair and equitable portion of the cost of development of such Public Improvements from such adjacent third-party developments. The Town shall make diligent and best efforts to obtain such recoupment, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests.

**6.03 Cooperation in Public Improvement Development**. The Town and Master Developer shall cooperate in obtaining necessary permits and approvals required by other governmental agencies in order to develop the Public Improvements. The Town shall apply for any such permits or approvals in its name, or in the joint names of the Town and Master Developer, if so required by the governmental agencies. The Town shall incur no liability to Master Developer if such governmental agencies do not issue necessary permits and approvals.

**6.04 Town Water and Wastewater Improvements**. The Town has the obligation to construct, acquire or otherwise develop raw water production, treatment and storage and wastewater treatment of sufficient capacity to serve the Property through Full Buildout ("**Town Water and Wastewater Improvements**"). Unless a portion of the cost of the Town Water and Wastewater Improvements is allocated to Master Developer by mutual agreement, the Town shall have the exclusive obligation to design, engineer and construct the particular component of the Town Water and Wastewater Improvements, such that adequate capacity in the Town Water and Wastewater Improvement is available for service to development within the Property. If Master Developer has the obligation to jointly fund a Town Water and Wastewater Improvement, the Town's obligation to develop such Town Improvement is dependent on Master Developer providing financial guarantees and tendering funds when reasonably required by the Town.

**6.05 Public Improvements Control**. Upon dedication of Public Improvements by Master Developer and acceptance of the same by Town, Town shall have the exclusive ownership, management, and maintenance rights and obligations with respect to the Public Improvements, and neither Master Developer nor Owner shall have any further responsibility for ownership or

maintenance of the same. Town may use or allow others to use the capacities in the Public Improvements, provided that the capacities developed by Master Developer at Master Developer's cost shall be reserved for the benefit of the Property, or if used by Town to serve other properties, Town shall provide replacement or alternative capacities in such a manner as to not impede the amount or timing of development on the Property and so as to maintain adequate service to existing development on the Property.

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

## ARTICLE VII
## WATER, WASTEWATER AND STORMWATER

**7.01 Removal of Existing Infrastructure.** Master Developer, at its sole expense, shall remove any existing on-site or off-site water, wastewater, and drainage infrastructure previously built to support this development including, but not limited to, any existing water and wastewater pipes and wells and related facilities. To the extent that existing infrastructure is located within open space area(s), Town reserves the right to determine whether the removal of the existing infrastructure would result in damage to the open space area(s). If the Town determines that removal would cause damage to the open space area(s), the Town, in its sole discretion, may relieve the Master Developer of its obligation to remove it; however, if the existing infrastructure is permitted to remain, at no time shall the Master Developer be allowed to connect to and/or use the existing infrastructure as part of the development. If Town agrees to leave any existing infrastructure in place, it will be documented in the SIA, and the Master Developer shall provide engineering locates of the infrastructure to the Town. All existing wells that must be removed shall be removed and abandoned in accordance with the rules of the State Engineer's Office. When the existing water tank is no longer utilized for on-site development purposes, the Master Developer shall, at its sole expense, remove or fill in the existing tank and revegetate the area. While the existing water tank remains in place, it shall remain privately owned and at no time shall be

connected to public infrastructure. After removal of any existing infrastructure, Master Developer shall, at its sole expense, design and construct the necessary water and wastewater infrastructure to serve the Property, per Town Regulations.

**7.02 Water System Improvements**. Master Developer, at its sole expense, shall design and construct the necessary water system improvements ("**Water System Improvements**") required to serve the Property as set forth in the applicable Plats, SIAs and SDPs. These Water System Improvements may include, but are not limited to, water storage tanks, pump stations ("**Pump Station**"), back-up power sources, distribution pipes, valves and related appurtenances. In the event that a water storage tank ("**Green Zone Tank**") is included in any Water System Improvements and said Green Zone Tank is to be located outside of the jurisdictional limits of the Town, the Master Developer shall be responsible for acquiring a fee simple interest in the Green Zone Tank site, as well as any land or permanent easements required to connect any associated transmission line(s) with the Property. If it is determined that a Green Zone Tank is needed, except for roadway connectivity and associated infrastructure as expressly set forth in the PDP, Plat, SIA or SDP, no overlot grading permits for residential development within the area to be served by the Green Zone Tank will be issued until such time as the Master Developer acquires the necessary land for the potential Green Zone Tank and associated transmission line(s) and begins construction of the Green Zone Tank. Master Developer shall convey to the Town the land the Green Zone Tank is on, at time of conveyance and acceptance of the Green Zone Water System and Green Zone Tank to the Town.

**7.03 Wastewater**. Master Developer, at its sole expense, shall design and construct the necessary on-site and off-site wastewater improvements ("**Wastewater Improvements**") required to serve the Property, with the exception of Section 7.04 below. The Master Developer shall also replace any off-site wastewater mains and sanitary sewer lines that require upsizing, which shall be determined through the final utility reports. Concurrently with, and as a condition to recordation of the first Plat on the Property, Master Developer shall pay to the Town $300,000.00, which is its proportional share (80%) of the cost for the Town-completed upsizing of the Malibu Sewer Interceptor. Additionally, it is estimated that the Project will contribute eighty percent (80%) of the wastewater flow to the Prairie Hawk Interceptor. The final contribution percentage will be reviewed and confirmed based upon the actual and reasonably projected wastewater flows at the

time construction of the Prairie Hawk Interceptor is scheduled to begin. The Prairie Hawk Interceptor is in the Town's Capital Improvement Projects list and is currently scheduled to be upsized in the year 2028, in order to support this Project. The Prairie Hawk Interceptor upsizing is currently estimated, at the time of the execution of this Agreement, to cost $810,313.00; provided, however, these costs will likely increase prior to construction. Therefore, Master Developer or Owner shall pay to the Town its proportional share of the actual costs of upsizing the Prairie Hawk Interceptor, which amount is to be determined by the Town at the time of construction, as set forth above. The Master Developer shall have sixty (60) days after receiving notice of its proportional share of the actual costs to pay the Town. The Town will notify the Master Developer if the Prairie Hawk Interceptor upsizing project is scheduled to be completed in a different year. The Town will make best efforts to complete the Prairie Hawk Interceptor in a timely manner so as to not unreasonably hinder or delay the development of the Project.

**7.04 Plum Creek Parkway Sanitary Sewer Interceptor.** Town shall be responsible for replacing, or funding the replacement of, the missing segment of the Plum Creek Parkway Sanitary Sewer Interceptor in a manner as to not cause unreasonable delay in the development of the Project. To allow for time for any necessary funding approvals, the Master Developer shall provide the Town with notice at least twelve (12) months in advance of making a connection to the sewer interceptor for the Project.

**7.05 Water and Wastewater Service**. Upon final acceptance by the Town of the Water System Improvements and Wastewater Improvements, constructed by the Master Developer to the Town specifications, the Town will own, manage, and maintain the Water System Improvements and Wastewater Improvements at Town expense; provided, however, that Owner or its successor will retain ownership and the responsibility to maintain that portion of: (i) each water service line from the curb stop to the building, and (ii) each sanitary sewer service line from the sanitary sewer main to the building. Water and wastewater service will be billed and collected by the Town pursuant to the terms and conditions of the Town Regulations.

**7.06 Lift and Pump Stations**. In the event wastewater lift and/or potable water pump stations are necessary within the Property, in order to provide adequate water and wastewater service to the Property, Master Developer shall pay to Town an operation and maintenance fee

("**O&M Fee**") for each lift and/or pump station. The amount of the O&M Fee payment shall be determined at the time the lift and/or pump station is designed, based on actual costs necessary to operate and maintain said lift and/or pump station(s), and payment shall be due concurrently with recordation of the SIA for the parcel utilizing the lift and/or pump station.

7.07 **Drainageway Improvements**. Master Developer shall be responsible for preserving and fully stabilizing all major drainageways within the Project boundaries having a watershed area greater than 130 acres, in accordance with Town Regulations. In particular, Master Developer, at its sole expense, shall be responsible for the design and construction of drainage improvements, required pursuant to Town Regulations, to the North Dawson and South Dawson drainageway and the Gamble Ridge and Gamble Ridge North drainageway, in accordance with the approved North and South Dawson Tributaries Master Plan Report dated February 2011, the Gamble Ridge and Gamble Ridge North Tributary Master Plan dated October 2014, and the local governing jurisdiction and state and federal regulations (the "**Drainageway Improvements**"). The Drainageway Improvements include, but are not limited to, (a) all major drainageways and floodplain improvements within Town limits on the west side of Interstate 25; provided, however, that there shall be no reimbursement to the Town for major drainageway improvements completed by the Town as part of the CVI, except, and to the extent such drainageway improvements are oversized in order to accommodate anticipated drainage flows generated by the Project; and (b) major drainageway and floodplain improvements at the outfall points from the Property discharging east of Interstate 25 to the confluence with East Plum Creek (the "**East Drainageway Improvements**") .

The Drainageway Improvements shall be constructed and completed concurrently with any adjacent subdivision improvements and as part of the Public Improvements necessary to serve the Property. The Drainageway Improvements located within the Town boundaries shall be dedicated to the Town in a separate floodplain tract. Portions of Drainageway Improvements on private property, or outside of the Town boundaries, shall be dedicated to the appropriate District or owner's association for ownership and maintenance. Drainageway Improvements shall be constructed consistent with Town Regulations including, but not limited to, the Town Storm Drainage Design and Technical Criteria Manual, as amended. At the Town's sole discretion, if Master Developer is unable, for any reason, to obtain the necessary permit(s) for all required

Drainageway Improvements, Master Developer shall deposit with Town an amount equivalent to the estimated cost, as reasonably determined by the Town, of completing such improvements.

## ARTICLE VIII
## TRANSPORTATION IMPROVEMENTS

**8.01** **Fire Apparatus Access Roads**. All fire apparatus access roads shall be completed by Master Developer in accordance with the Town Transportation Design Manual and/or the International Fire Code, as amended from time to time. Any roads that are outside the Property may be subject to state and/or federal standards. Fire apparatus access roads shall be completed throughout phasing of the Project, at intervals that are appropriate to meet the required amount of access points for the level of development that is being constructed. At no time shall there be less than one fire apparatus access point into the Property. Infrastructure and below-grade foundation work may take place with approved fire apparatus access points that meet the minimum standards set forth by the Town for fire apparatus access into below-grade foundation areas.

Town will allow for at-grade and below-grade construction work to occur onsite with the current at-grade railroad crossing or similar approved fire apparatus access. No vertical building construction will be allowed, except for the Costco building site, without a Town-approved grade-separated railroad crossing for a fire apparatus access point. Unless prior approval is given by the Fire Code Official, or as allowed by this Section, at-grade railroad crossings for fire apparatus access points are prohibited. Requests for an at-grade railroad crossing must be in writing to the Fire Code Official and include all extenuating circumstances for the waiver. Any above-grade construction without prior Fire Code Official approval shall immediately be issued a stop work order, and no further work may commence at said site without written approval from the Fire Code Official.

**8.02** **Emergency Vehicle Access.** Owner, at its sole cost and expense, shall design, construct and, to the extent it is within the Property, maintain permanent emergency vehicle access roads (each, an "**EVA**") through the Property to provide access to the Keene Ranch subdivision, at approximately the location referenced in the PDP. In addition, provided that the Twin Oaks subdivision approves same via a written instrument reasonably acceptable to Owner and the Town, Owner shall, at its sole cost and expense, design and construct a permanent emergency vehicle

access for the Twin Oaks subdivision at or near the existing Clarkes Circle as it will intersect with Crystal Valley Parkway. The final location of the EVAs, will be determined by the Town at time of SDP, and EVAs shall be constructed with the adjacent Public Improvements on the Property. EVAs shall be designed and constructed to meet the requirements as set forth in the International Fire Code, as amended from time to time, pertaining to weight support and grade specifications, to allow for the movement of vehicles in both directions. The EVAs will require bollards and chains at each end, with Town-approved Knox locks at both sides.

**8.03 Dawson Trails Boulevard**. The Project's projected traffic demand at Full Buildout requires Dawson Trails Boulevard to be a major arterial from Plum Creek Parkway to the southern Property boundary, as set forth below. Other than as required by the CVI project, the cost of which shall be borne by Town, Master Developer, at its sole cost and expense, shall design the full width of Dawson Trails Boulevard in accordance with the Town's standard street cross sections, and consistent with the approved TIA for a "major arterial" class street, from Plum Creek Parkway to the southern Property boundary. The Parties acknowledge and agree that portions of Dawson Trails Boulevard are expected to be designed and constructed by Town as part of the CVI project, and that Owner's design of same may be incorporated into the Town's design.

(a) **Northern Dawson Trails Boulevard**. Master Developer, at its sole cost and expense, shall construct, at a minimum, two (2) lanes of Dawson Trails Boulevard, to be referred to as "Northern Dawson Trails Boulevard," from the northern terminus of the CVI project north to Plum Creek Parkway. Northern Dawson Trails Boulevard shall be open to the public from CVI to Plum Creek Parkway prior to traffic volumes reaching 25,000 vehicle trips per day (vpd) on the west side of CVI. Once traffic volumes reach 25,000 vpd on the segment of road between the I-25 southbound ramps and the first intersection to the west of these ramps, then no further building permits will be issued until Northern Dawson Trails Boulevard is open to the public from CVI to Plum Creek Parkway. Construction of the first two (2) lanes of Northern Dawson Trails Boulevard may begin earlier, however, it shall not begin until notice to proceed has been given by the Town for the construction of the CVI. Master Developer, at its sole cost and expense, shall construct, when warranted based upon an approved TIA, auxiliary turn lanes at the Plum Creek Parkway and Northern Dawson Trails Boulevard intersection.

The remaining two (2) lanes of the Northern Dawson Trails Boulevard shall be constructed by the Master Developer when traffic volumes reach 12,000 vehicle trips per day north of the Project or per the Phasing Plan, whichever occurs first. In the event Town constructs Northern Dawson Trails Boulevard or portions thereof, Master Developer shall reimburse Town for the Town's design, construction and right-of-way costs. Such payment to Town shall be a condition to recordation of the first Plat of developable property that creates more than 25,000 vpd (proposed and existing traffic) on the west side of CVI.

Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from directly benefited adjacent properties as they are developed. If the District(s) or Master Developer pays for the design and construction of Northern Dawson Trails Boulevard, the Town will not seek recoupment and/or reimbursement of said costs from any properties within the District(s) at the time the District(s) issues debt for such improvements.

(b) **Southern Dawson Trails Boulevard**. Town shall be responsible for the entire cost to design and construct a portion of Dawson Trails Boulevard, to be referred to as "**Southern Dawson Trails Boulevard**," as same is required pursuant to the CVI project; provided, however, except, and to the extent that, Southern Dawson Trails Boulevard is oversized or otherwise amended in order to accommodate Master Developer's design and construction of the Project in excess of the requirements of the CVI project, said costs shall be borne by Master Developer. Except as set forth herein regarding the Town's responsibility for the design and cost of Southern Dawson Trails Boulevard as a part of the CVI project, Master Developer, at its sole cost and expense, shall construct Southern Dawson Trails Boulevard, from CVI south to the southern Property boundary, in accordance with approved plans. Except as set forth herein regarding the Town's responsibility for the design and cost of Southern Dawson Trails Boulevard as a part of the CVI project, Southern Dawson Trails Boulevard shall be constructed by the Master Developer at the time required by the Phasing Plan or the TIA, whichever occurs first. The Town will agree to construction of a transition down to two (2) lanes based on forecasted

Project volumes being less than 12,000 vehicles per day on average, and to allow a transition to two (2) lanes prior to the southern Property boundary to align with the County design, which the Parties acknowledge and agree calls for two (2) lanes commencing at the southern boundary of the Property. Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from directly benefited adjacent properties that are outside of the District boundaries at the time the District(s) issue debt for such improvements, as they are developed.

**8.04 Crystal Valley Interchange (CVI).**

(a) Unless otherwise expressly provided in this Agreement, no building permits shall be issued until the completion of the Crystal Valley Interchange (CVI) Project and the Master Developer has paid their required contribution, as set forth below. At the time of execution of this Agreement, the estimated cost of the Crystal Valley Interchange (CVI) project is $118,000,000.00 ("**Total CVI Project Cost**"). The parties have agreed to cost sharing for the CVI project as set forth below.

(b) Subject to the terms herein, the Master Developer shall be responsible for contributing fifty million dollars ($50,000,000.00) (the "**Developer CVI Contribution**") to the cost of building the CVI project. Subject to the terms herein, the remaining cost for the CVI project will be funded by contributions from (1) the Town and the County ("**Town and County CVI Contribution**"), estimated to total approximately $50,000,000.00 and (2) other funding sources including, but not limited to, grants ("**Other CVI Contribution**"), currently estimated to total approximately $18,000,000.00. At the time Town has an approved Construction Agreed Price ("**CAP**") for the CVI with the Town's contractor, Town will notify Master Developer of the Developer CVI Contribution amount. Subject to Force Majeure and the terms herein, Master Developer shall have twenty-one (21) days from the time the Town notifies the Master Developer to pay the Developer CVI Contribution. The Developer CVI Contribution shall be deposited in the CVI Escrow pursuant to the terms set forth below.

As of the Effective Date, the Town is actively pursuing additional grant and other funding for the CVI project. If the Town successfully obtains additional funding, it will first be used to cover the Other CVI Contribution. If the Town successfully obtains additional funding in excess of the remaining costs for the CVI project not covered by the Developer CVI Contribution and the Town and County CVI Contributions, these funds shall be used to reduce the CVI contributions as follows: twenty-five percent (25%) to the Town, twenty-five percent (25%) to the County, and fifty percent (50%) to the Master Developer. If the Total CVI Project Cost is less than $118,000,000.00, the Other CVI Contribution will be reduced before any reduction in either the Town and County CVI Contribution or the Developer CVI Contribution. If the estimated costs for the CVI project exceed the Total CVI Project Cost set forth above (a "**CVI Project Overage**"), the Town and Master Developer agree to use good faith and commercially reasonable efforts to fund the CVI Project Overage. If the Master Developer does not provide the funding for the Developer CVI Contribution by either March 1, 2023, or twenty-one (21) days from the date the Town has an approved CAP, whichever is later, the Town shall have the right, but not the obligation, to proceed with the CVI project and the Master Developer, or the District(s), shall reimburse the Town for all costs exceeding the Town and County CVI Contribution, but under no circumstances shall these costs exceed sixty-eight million dollars ($68,000,000.00).

Town shall make diligent and best efforts to recoup costs, subject to applicable legal limitations on its authority to effect such recoupment and pre-existing contractual provisions with such other development interests, from properties that are outside of the District(s) boundaries at the time the District(s) issue debt for such improvements, which will benefit from the CVI project.

(c) Town and Master Developer agree that the funding for the CVI project shall be managed and distributed using a cash construction escrow (the "**CVI Escrow**") and Escrow Agreement in accordance with the following:

(i) the CVI Escrow shall be established with a title insurance company or financial institution;

(ii) the CVI Escrow deposits shall be in the amounts prescribed in Section 8.04(a) above; and

(iii) the Town shall make progress payments to their contractors from the CVI Escrow, provided the Town approves the payment request, which approval shall be prompt and not unreasonably withheld.

(d) Prior to substantial completion of the CVI, but not before commencement of construction of CVI, a building permit for Costco may be issued, and vertical construction allowed, subject to fire apparatus access routes approved by the Fire Department. A Certificate of Occupancy for Costco will not be issued until CVI is open to the public. The Town will not issue more than five hundred (500) building permits for residential development within the Property, until such time as (i) Northern Dawson Trails Boulevard is open to the public between CVI and Plum Creek Parkway; and (ii) CVI construction has commenced. Once any of these five hundred (500) residential building permits are issued, the Town will issue Certificates of Occupancy once each building has met any and all Town building code and site compliance requirements. Master Developer is solely responsible for the design and construction of, and acquiring any necessary approvals from the Colorado Department of Transportation (CDOT) and/or the Federal Highway Administration (FHWA) for, any improvements to the Plum Creek Parkway interchange that are necessary to support the additional Project traffic impact prior to opening of the CVI.

**8.05 Construction Traffic Access.** All construction traffic shall only access the Property by a Town-approved construction route.

**8.06 Twin Oaks Entrance.** Master Developer, at its sole cost and expense, shall design and construct the Twin Oaks Entrance and the entry street located within the Town of Castle Rock, serving the County properties located on Twin Oaks Road and Clarkes Circle. Any maintenance responsibilities shall not be the responsibility of the Town and shall be determined pursuant to a private agreement between the Owner or Master Developer and the property owner's association for Twin Oaks, or such other entities as may be appropriate.

**8.07 Public Improvements Participation.** Concurrently with, and as a condition to recordation of the first Plat on the Property, Master Developer shall pay to the Town the Property's total pro rata share of the total estimated cost of the following improvements, which improvements will be constructed by Town or others when warranted:

(a) Thirty-four point nine percent (34.9%) of the total cost of a traffic signal at the intersection of Plum Creek Parkway and Northern Dawson Trails Boulevard; and

(b) Twenty-four percent (24%) of the total cost of right-turn lanes at the southbound entrance ramp from Plum Creek Parkway to Interstate 25.

**8.08 Pedestrian and Bicycle Crossings.** Master Developer, at its sole cost and expense, shall design and construct grade-separated crossings at all major collector and arterial roadways for pedestrian and bicycle paths as shown on the PDP.

**8.09 Transportation Demand Management Requirements.** Master Developer is obligated to implement certain CDOT-approved Transportation Demand Management ("**TDM**") strategies, as determined necessary to meet the State's 1601 TDM Standards for approval of the CVI. Town acknowledges that Master Developer has agreed to take, or has already taken, certain TDM measures including reducing the density on the Property through the PDP; reducing the density of residential uses in the Project by approximately twenty-six percent (26%); and reducing the square footage of non-residential uses in the Project by over eighty (80%), thereby reducing vehicle trips to the CVI. In addition, Owner is dedicating land, per Section 9.08, for use as a Mobility Hub. Unless required by CDOT as a condition of CVI approval, Master Developer shall not be required to implement any further TDM measures. Notwithstanding the foregoing, the TDM measures will not include requiring the creation of a transportation management agency nor requirements for indoor employee shower/locker rooms and showers in buildings.

**8.10 Future Transportation Improvements**. As the Project is developed, the Town reserves the ability to require the Master Developer or Owner, as appropriate, to provide transportation improvements as determined necessary by future TIAs, SDPs, or construction documents, in accordance with the Town Regulations.

## ARTICLE IX
## PUBLIC LANDS AND IMPROVEMENTS

**9.01 Required Dedication**. All Public Lands shall be offered for dedication and, upon acceptance, conveyed to Town, at no cost to Town (i) with the first Plat in which the Public Land tract lies, or (ii) with the first Plat adjacent to the Public Land tract, whichever occurs first; provided, however, that with respect to the Public Land tract(s) described in the map and legal description attached as ***Exhibit 3***, said tract(s) shall be conveyed to the Town upon the execution of this Agreement (the "**Initial PLD Tracts**"). In addition, if the Town reasonably requires any other Public Land tract prior to the first Plat that such tract lies within, or the first Plat adjacent to such tract, the Owner shall convey the tract to the Town at such time. All conveyances shall be in accordance with 9.03 below. Notwithstanding the conveyance to the Town of the Initial PLD Tracts, subsequent to such conveyance Master Developer, subject to the Town's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed, is hereby granted: (a) access in, to, over, through, upon, across and under the Initial PLD Tracts for the purposes of: (I) designing, creating, constructing, installing, maintaining, repairing and replacing slopes by cuts and fills of soil adjacent to public sidewalks and/or public rights-of-way, and the maintenance and re-creation thereof, which shall specifically include the right, in accordance with generally accepted engineering practices, to excavate, slope, cut, fill, install stormwater drainage pipes, open channels and/or facilities, and grade or otherwise change the natural contour of the Initial PLD Tracts to support and accommodate the adjacent public street, roadway or sidewalk; and (II) grading, excavating and/or sloping the Initial PLD Tracts. Town and Master Developer agree to work collaboratively and in good faith on the location of any utility alignment(s). The Parties agree that the preferred location of any utility alignment(s) is along the boundaries of any parcel(s).

**9.02 Development Costs**. Master Developer, at its sole cost and expense, shall extend water, wastewater, and stormwater utilities and streets of sufficient capacity and/or quantity as necessary to serve Public Lands to the property boundaries of such Public Lands as part of the applicable Phase improvements. Master Developer shall pay to the Town the applicable water and wastewater System Development Fees, renewable water resource fees, and meter set fees in accordance with the Town Regulations ("**Tap Fees**"), to the extent the Town utilizes water for Town parks or buildings developed on Public Lands. The Tap Fees shall be paid to the Town prior to recordation of the Plat which includes the applicable Public Land, or if the number and size of

the Water Tap Fees for the platted Public Land is not known at the time of Plat recordation, within 60 days after notice from the Town that the park or building Tap Fees have been determined based on the Town's development plan for the Public Land. Master Developer shall not be required to pay any Tap Fees for water and/or wastewater service exclusively benefitting school development on Public Lands.

**9.03 Conveyance**. All Public Lands and other parcels to be conveyed to the Town shall be conveyed to the Town, at no cost to the Town, by special warranty deed, free and clear of monetary liens, but subject to matters of record that would not preclude the Town from utilizing the property for its intended purposes, as reasonably determined by the Town. Unless otherwise provided in the Town Regulations to the contrary, the Owner, as grantor, shall furnish the Town with a policy of title insurance, issued by a title company licensed to do business in the State of Colorado, in the amount of $10,000 per acre. If so requested by the Town or required by the Town Regulations, Master Developer shall complete and deliver a Phase I environmental audit of all Public Lands prior to conveyance and acceptance by the Town. Should the Phase I identify the need for a Phase II audit, then Master Developer shall deliver such Phase II to Town and shall be solely responsible for any remedial environmental measures of hazards identified in the Phase II audit reasonably imposed by Town, as a condition to Town's acceptance of such Public Lands.

**9.04 Wildland Urban Interface Mitigation.** All Public Lands and other parcels to be conveyed to the Town shall be assessed, at no cost to the Town, by a professional that is familiar with Wildland Urban Interface (WUI) mitigation. This assessment shall be provided to the Life Safety Division of the Fire Department for review to determine if any treatments are necessary to meet the current Community Wildfire Protection Plan that has been approved by the State and Town. Unless otherwise provided in the Town Regulations to the contrary, the Master Developer, shall furnish the Town with the review letter from the Fire Department, stating that no treatments are required at the time of conveyance. If so requested by the Town or required by Town Regulations, the Master Developer shall contract with a competent contractor that is familiar with WUI mitigation to perform all identified treatments for all Public Lands prior to conveyance and acceptance by the Town. All mitigation treatments shall be completed by the Master Developer as a condition to Town's acceptance of such Public Lands, except for those Public Lands identified as PL 1.07 and PL 1.10, which shall be conveyed to the Town at the time of the Effective Date of

this Agreement, per Section 9.01. All mitigation treatments required pursuant to this Section 9.04 for PL 1.07 and PL 1.1 shall be completed by the Master Developer prior to the first residential building permit for the Project, or within two (2) years of these Public Lands being conveyed to the Town, whichever comes first. Once the initial mitigation is completed by the Master Developer and the Public Land is conveyed to the Town, it shall be the responsibility of the Town to maintain the level of treatment that is appropriate as identified in the reviewed assessment and any subsequent updates.

Any Public Lands being conveyed to another public entity besides the Town shall also be assessed as set forth above, and the results of said assessment shall be provided to the Life Safety Division of the Fire Department for review and determination if any treatments are necessary to meet the current Community Wildfire Protection Plan that has been approved by the State and the Town. If any treatments are required, unless agreed to by such public entity, they shall be the responsibility of the Master Developer. Once the Public Land is conveyed to another public entity, it shall be the responsibility of said other public entity to maintain the level of treatment that is appropriate as identified in the reviewed assessment and any subsequent updates.

**9.05 Exclusion of Covenants**. Master Developer shall cause the exclusion of all Public Lands from application and effect of restrictive covenants, which may otherwise be imposed on the Property. If any Public Lands are inadvertently made subject to such covenants, this Agreement shall constitute the irrevocable consent of the Master Developer, the Owner and the board of directors of any owner's association to the exclusion of the Public Lands from the application of such covenants. Prior to constructing or placing any structures on Public Land, the Town shall give the Master Developer and the applicable association a reasonable opportunity to review and comment on the design and plans for any such improvements, but the Town shall retain the ultimate authority to determine what improvements are placed on Public Lands.

**9.06 Landscape Maintenance**. Owner shall have the responsibility for the maintenance of landscaping within any public street right-of-way dedicated by Owner to the Town, including water, irrigation system, features, plantings, etc., for the landscaping between the right-of-way and street curbing, as well as within street medians and roundabout islands. Such maintenance shall be at the sole expense of Owner and to the standard for maintenance established by the Town of

Castle Rock Landscape and Irrigation Criteria Manual. Owner's maintenance obligation includes procurement of water services from the Town and payment of applicable water service charges under the Town Regulations. Owner may delegate its maintenance obligation to the District or a property owner's association, and the Town shall accept performance by the District or property owner's association of such maintenance obligations, provided that the District or property owners association is so authorized under the District Agreements. Upon acceptance of such maintenance obligations by the District or property owner's association, the Town agrees to release Owner from further maintenance obligations under this Agreement, with respect to those improvements accepted.

**9.07 Fire Station Conveyance and Funding.** Owner shall dedicate, as provided in Section 9.01, Public Land to the Town for a fire station site as shown on the PDP. Such dedicated Public Land must be suitable for fire station facilities in terms of topography, size and location, as consistent with the Town's current fire safety master plan and related policies.

At the time that the 1,400$^{th}$ residential building permit, or a lesser unit amount as determined at the sole discretion of the Fire Department, if the development has permits issued for age-restricted, assisted living or skilled nursing beds, is to be issued, the Master Developer shall remit to the Town two million dollars ($2,000,000.00) to be used for the design, construction and equipping of the fire station.

At the time that the 2,500$^{th}$ residential permit is to be issued, the Master Developer shall at its sole expense, extend to the applicable Public Land's boundary, water, wastewater, and stormwater utilities and streets (provided that such fire station is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve Public Lands for a fire station as part of the applicable Phase improvements. The Master Developer shall at this time also remit to the Town an additional two million dollars ($2,000,000.00) to be used for the design, construction and equipping of the fire station.

Once construction of the foregoing infrastructure is completed and the Master Developer has remitted all monies owed, it shall have no further responsibility regarding said fire station,

except that the Owner or Master Developer shall be responsible for payment of any capital impact fees relating to fire service.

**9.08 Mobility Hub.** Owner shall dedicate no less than five (5) acres of Public Land to the Town for a Mobility Hub, as located and described on the PDP. As part of the applicable Phase improvements, Master Developer shall, at its sole expense, extend water, wastewater, stormwater utilities, and streets (provided that such Mobility Hub is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve such Mobility Hub, to the applicable Public Land's boundary.

**9.09 Public Works Maintenance Yard.** Owner shall dedicate Public Land to the Town for a Public Works maintenance yard, as included in the overall Public Land dedications as shown on the PDP. Master Developer shall, at its sole cost and expense, extend to the applicable Public Land's boundary, water, wastewater, and stormwater utilities and streets (provided that such Public Works Maintenance Yard is situated adjacent to a street required to be constructed by Master Developer as part of the applicable Plat, SDP, or SIA) of sufficient capacity and/or quantity as necessary to serve Public Lands to be a Public Works maintenance yard as part of the applicable Phase. Master Developer shall, at its sole cost and expense, rough grade the site for the Public Maintenance Yard.

**9.10 Water Treatment.** Owner shall dedicate Public Land to the Town for two (2) well sites. Owner shall dedicate Public Land to the Town for a water treatment plant site. The well sites and water treatment plant site acreages are included in the overall Public Land dedications as shown on the PDP.

**9.11 Trails**. Master Developer shall, at its sole cost and expense, design and construct all on-site soft-surface and hard-surface trails, in conformance with the PDP. Final trail alignments and surface material will be determined by the Town at time of SDP. Trails within drainage ways shall be constructed concurrently with construction of Drainageway Improvements.

## ARTICLE X
## DEFAULT AND REMEDIES

**10.01 Event of Default**. Failure of any Party to perform any covenant, agreement, obligation or provision of this Agreement constitutes an event of default under this Agreement.

**10.02 Default Notice**. In the event either Party alleges that the other is in default, the non-defaulting Party shall first notify the defaulting Party in writing of such default and specify the exact nature of the default in such notice. Except as otherwise provided herein, the defaulting Party shall have twenty (20) business days from receipt of such notice within which to cure such default before the non-defaulting party may exercise any of its remedies hereunder. If such default is not of a type which can be cured within such twenty (20)-day period and the defaulting Party commenced the cure within the twenty (20)-day period and is actively and diligently pursuing such cure, the defaulting Party shall have a reasonable period of time, given the nature of the default, following the end of the twenty (20)-day period to cure such default, provided that such defaulting Party is at all times within such additional time period actively and diligently pursuing such cure in good faith.

**10.03 Remedies**. In addition to specific remedies provided elsewhere in this Agreement (including the Town's right to withhold development approvals on portions of the Property burdened with the unperformed obligation), upon notice of default and failure to cure in accordance with Section 10.02, the non-defaulting Party shall have the right to take whatever action, at law or in equity, which appears necessary or desirable to enforce performance and observation of any obligation, agreement or covenant of the defaulting party under this Agreement, or to collect the monies then due and thereafter to become due. In any such legal action, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

The Parties acknowledge and agree that any mortgagee has a right, but not the obligation, to remedy or cure any event of default or breach by Owner or Master Developer under this Agreement, and that the Town will accept such remedy or cure if properly and timely carried out by a mortgagee, provided that any remedy or cure by a mortgagee shall not be construed as an assumption by the mortgagee of, or create any liability to, mortgagee with respect to the obligations

of Owner or Master Developer under this Agreement, unless the mortgagee acquires ownership of the Property.

## ARTICLE XI
## VESTING

**11.01 Vested Property Rights.** Owner has demonstrated that the PDP meets the criteria under Chapter 17.08 of the Code and the Vested Property Rights Statute for vesting of property rights by agreement for a term in excess of three years. The PDP and this Agreement each constitute a "site specific development plan" as defined in Section 104 of the Vested Property Rights Statute and Chapter 17.08 of the Code and, accordingly, vested property rights are established with respect to the PDP and this Agreement in accordance with statute and applicable Code provisions. Pursuant to Section 17.08.080 of the Code, the following provision shall be placed on the PDP:

> This Planned Development Plan, inclusive of the embedded PD Zoning Regulations, constitutes a site-specific development plan pursuant to Chapter 17.08 of the Castle Rock Municipal Code and §24-68-101, *et seq.*, C.R.S., and establishes vested property rights that may extend through October 6, 2052, with the option of, upon Town Council approval, a single ten (10)-year extension, to undertake and complete the development and use of the property according with this Planned Development Plan.

**11.02 Duration.** Development of the Property requires Owner and the Master Developer to make substantial up-front capital investment in Public Improvements, as well as off-site infrastructure mandated by this Agreement. Given the scale of the Project, much of such infrastructure will serve multiple phases of the Project, and the recoupment of such investment by Owner and the Master Developer will occur incrementally as development of the Project progresses. The ability of the Owner and the Master Developer to finance development of the Property is dependent on demonstration to the capital markets that there is an extended period of time in which the Project may be developed and marketed as currently envisioned, and that material modifications to the vested PDP will not be unilaterally imposed by the Town.

Accordingly, the Parties find that the Vesting Term, as provided in this Section 11.02, is necessary and appropriate.

Property rights in the PDP and this Agreement are vested pursuant to Chapter 17.08 of the Code and the Vested Property Rights Statute until October 6, 2052, however, such term shall be extended by one day for each day during which the PDP or this Agreement are subject to any Legal Challenge. In addition, such term may be extended, upon Town Council approval, for a single ten (10)-year extension ("**Vesting Term**").

**11.03 Vesting Term Restrictions.** During the Vesting Term, the Town shall not take any zoning or land use action (whether by action of the Town Council or pursuant to an initiated ordinance), which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay development or the use of the Property in accordance with the PDP and this Agreement, nor shall the Town unilaterally amend the PDP, except the following actions shall not be precluded during the Vesting Term ("**Permitted Actions**"):

(a) The enforcement and application of the Town Regulations in effect as of the Effective Date, except as expressly provided in the PDP or this Agreement; or

(b) The enforcement and application of Town Regulations in effect at any point in time during the Vesting Term which are generally applicable to all similarly situated property, development, or construction within the Town; or

(c) The enforcement and application of Town Regulations to which Owner consents; or

(d) Any action with respect to the PDP or this Agreement for which the Town pays just compensation as prescribed under §24-68-105(c), C.R.S.; or

(e) The imposition of regional, state or federal regulations which are beyond the control of the Town as reasonably determined by the Town.

**11.04 Reservation of Rights.** Although Owner will not have a claim against the Town for the occurrence of a Permitted Action, Owner reserves the right to challenge the legality of such

action on any basis other than contractual breach of this Agreement, subject to the limitation and remedies under Section 11.05.

**11.05 Limitation of Remedies.** During the Vesting Term, and provided that Town is not in breach of its obligations under Article XI of this Agreement, Owner shall not assert estoppel or "common law vesting," or any other legal or equitable cause of action or claim against the Town, as a result of Owner's investment in Public Improvements or other expenditures in furtherance of development of the Property under the vested PDP. Upon expiration of the Vesting Term, or in the event the Town is in breach of Article XI of this Agreement, (i.e. the Town has failed to timely cure a noticed default), this Section 11.05 shall no longer restrict Owner's legal remedies. Owner acknowledges that the limitation of its remedies during the Vesting Term is a material factor and an inducement to the Town in granting vested property rights pursuant to this Article XI.

**11.06 Rights Which Are Vested**. Prior to expiration of the Vesting Term, Master Developer or Owner(s) shall have the right to undertake and complete the development and use of the Property in accordance with this Article XI, including, without limitation, (1) the right to develop the Project as described in this Agreement and in the PDP, including the uses, density and intensity of use; (2) the right to submit, and for the Town to process, development applications and applications for grading permits, building permits, water taps, sewer taps, certificates of occupancy, and other permits in accordance with the procedures set forth in Town Regulations, the PDP, and this Agreement; and (3) in the event of any adverse action as contemplated in C.R.S. § 24-68-105(1), the rights and remedies as set forth in C.R.S. § 24-68-105, and subject to the requirements in Section 11.10. After expiration of the Vesting Term, the PDP shall remain valid and effective; however, the vested property rights in the PDP shall then terminate. The termination of such vested property rights shall not affect any equitable right or entitlement, if any, Owner or Master Developer may have to complete the PDP under law.

**11.07 Effective Date.** The effective date of the vested property rights in the PDP is the Effective Date. The public notice of vesting required under C.R.S. §24-68-103 shall be included in the publication of the ordinance approving the PDP ("**Ordinance**"). The Town shall publish the Ordinance within 14 days of approval of the Ordinance on second reading.

**11.08 Natural and Manmade Hazards.** Nothing in this Agreement or otherwise shall require the Town to approve development or use of any portion of the Property where there exist natural or manmade hazards on, or in the immediate vicinity of, the proposed area of use, provided that such natural or manmade hazards could not reasonably have been discovered as of the Effective Date but such hazards, if uncorrected, would pose a serious threat to the public health, safety and welfare.

**11.09 Effect of Referendum**. Any referendum filed pursuant to Section 104(2) of the Vested Property Rights Statute and approved by the voters of the Town, which purports to invalidate the vested property rights established pursuant to this Article XI of this Agreement, shall not, except as may be expressly set forth therein, have the effect of invalidating the PDP. or any other Town approvals pertaining to the Property.

**11.10 Remedy for Breach or Impairment of Vested Property Rights**.

(a) In consideration of the establishment of the vested property rights, together with the benefits to the Parties that this Agreement otherwise assures, the Parties, on behalf of themselves and their respective successors and assigns as applicable, have determined that it is in their respective interests to address and to waive certain potential claims, rights and remedies that might otherwise be construed to apply in a manner contrary to the Parties' intent in entering into, and performing their respective obligations pursuant to, this Agreement.

(b) The Town Council has established in its legislative capacity as the legislative governing body of the Town that, although the Vested Property Rights Statute provides for the payment of certain monetary damages upon a deprivation, impairment, violation or other divestment of the vested property rights, the Town desires not to be subject to liability for monetary damages pursuant to the Vested Property Rights Statute as a remedy for breach or default with respect to the vested property rights. Accordingly:

(i) In implementation of the foregoing policy to protect the Town from potential monetary liability under the Vested Property Rights Statute, while

securing to Master Developer and other Owners, as applicable, the benefits of the vested property rights under and pursuant to the Vested Property Rights Statute:

(A) Owner hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns (including but not limited to any successor Master Developer or Owner), any remedial right it or they, as applicable, may have pursuant to Section 105(1)(c) of the Vested Property Rights Statute to be paid money damages as just compensation upon a deprivation, impairment, violation or other divestment of the vested property rights.

(B) The Town hereby knowingly, intentionally, voluntarily and irrevocably waives, for itself and for its successors and assigns, any right the Town may have pursuant to Section 105(1)(c) of the Vested Property Rights Statute to pay money damages to any Landowner as just compensation upon a deprivation, impairment, violation or other divestment of the vested property rights.

(C) The Parties have executed and entered into the foregoing mutual waivers, with the express intent that such waivers will be mutually binding and enforceable as to each them and their respective successors and assigns, having been given in consideration of the mutual benefits accruing to each of them as a result of such mutual waivers, and otherwise accruing to each of them pursuant to this Agreement, and with the intent and mutual understanding that the effect of such mutual waivers will be that the Town is precluded from taking such actions as are set forth in C.R.S. § 24-68-105(1).

(ii) The Town Council, acting in its legislative capacity as the legislative governing body of the Town, expressly authorizes, determines and directs that

Master Developer and other Owners will be entitled to seek and to be awarded, and the Town will be subject to, such mandatory or prohibitory equitable remedies as may be required to secure to the Parties the remedies, limitations on remedies, and enforcement of the other terms and conditions set forth in this Section 11.10(b).

(c) Contingent Remedy. Only if, notwithstanding the foregoing mutual waivers and the Parties' express intent as to the enforceability and remedial effect of such waivers, it is judicially determined that the terms and conditions (either in whole or in part) set forth in Section 11.10(b) will not be enforced against the Town as written, Master Developer and other Landowners will be entitled to pursue and be awarded just compensation pursuant to Section 105(1)(c) of the Vested Property Rights Statute to the extent the Town takes any action which has the effect of divesting, depriving, impairing or violating the vested property rights under any circumstances other than those stated in Section 11.10(b) and such action constitutes a compensable action under the Vested Property Rights Statute.

## ARTICLE XII
## GENERAL PROVISIONS

**12.01 Amendment**. Any and all changes to this Agreement, in order to be mutually effective and binding upon the parties and their successors, must be in writing and duly executed by the Town and the Master Developer. To the extent any such amendment has the effect of changing an obligation of an Owner as set forth herein, the prior written consent of the Owner shall be required in addition to the consent of the Town and the Master Developer.

**12.02 Interpretation**. In this Agreement, unless the context otherwise requires:

(a) all definitions, terms and words shall include both the singular and the plural;

(b) words of the masculine gender include correlative words of the feminine and neuter genders, and words importing singular number include the plural number and vice versa; and

(c) the captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision, article or section of this Agreement.

**12.03 Notice**. The addresses of the parties to this Agreement are listed below. Any and all notices allowed, or required to be given, in accordance with this Agreement may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight courier service, a notice will be deemed to have been given and received, the first to occur of, one business day after being deposited with a nationally recognized overnight air courier service, or upon delivery to the party to whom it is addressed. In the event of transfer of the Property, notice shall be sent to the address of such grantee as indicated in the recorded instrument whereby such grantee acquired an interest in the Property.

| | |
|---|---|
| If to Town: | Town Attorney<br>Town of Castle Rock<br>100 NWilcox Street<br>Castle Rock, CO 80104 |
| If to Owner: | Dawson Trails I, LLC and Dawson Trails II, LLC<br>4100 East Mississippi Avenue, Suite 500<br>Glendale, CO 80246<br>Attn: Andrew R. Klein, Lawrence P. Jacobson, Jake Schroeder |
| If to Districts: | Dawson Trails Metropolitan Districts Nos. 1-5<br>Westfield Trade Center Metropolitan Districts Nos. 1-2<br>c/o White Bear Ankele Tanaka & Waldron<br>2154 East Commons Avenue, Suite D1<br>Centennial, CO 80122<br>Attn: Jennifer Gruber Tanaka, Esq. |

**12.04 Severability**. It is understood and agreed by the parties hereto that, if any part, term, or provision of this Agreement is found by final judicial decree to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall

not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**12.05 Conflicts**. If the terms and provisions of this Agreement are in conflict with any prior agreement between the Town and the Owner or the Town Regulations, the terms and provisions of this Agreement, as it may be amended from time to time, shall control.

**12.06 Verification**. The Town and the Owner shall provide the other written verification regarding the status, performance or completion of any action required of the Town or the Owner under the Agreement, or by the terms of any other agreement.

**12.07 Additional Documents or Action.** The Parties agree to execute any additional documents or take any additional action including, but not limited to, estoppel documents requested or required by lenders or the parties hereto, that is necessary to carry out this Agreement or is reasonably requested by any Party to confirm or clarify the intent of the provisions of this Agreement, and to effectuate the agreements and the intent. If all or any portion of this Agreement, or other agreements approved in connection with this Agreement, are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties, within the scope of their powers and duties, will cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent, good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that each Party substantially receives the benefit that it would have received under this Agreement.

**12.08 Entire Agreement**. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

**12.09 Days**. If the day for any performance or event provided for herein is a Saturday, Sunday or a day on which national banks are not open for regular transactions of business, or a legal holiday pursuant to Section 24-11-101(1), C.R.S, such day will be extended until the next day on which such banks and state offices are open for the transaction of business.

**12.10 Recording.** This agreement will be recorded in the Records after mutual execution by the Parties following the Effective Date.

**12.11 Cooperation in Defending Legal Challenges**. In the event of a third-party action challenging the validity of this Agreement or PDP approval, the Parties agree to cooperate in good faith with one another in the performance of their respective rights and obligations hereunder, in order that each may reasonably realize their respective benefits hereunder.

**12.12 Relationship Between Owner and Master Developer**. As of the date of execution of this Agreement, the Owner and Master Developer are the same entities. However, it is the Parties' intent that this Agreement will not create any obligation to construct Public Improvements, make certain payments as contemplated herein, or otherwise develop the Project, on individual lot owners that may become Owners of lots following the Town's approval of one or more Plats for the Property. Thus, unless expressly set forth otherwise in this Agreement, it is the Parties' intent that the obligations established herein are the obligations of the Master Developer.

**12.13 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 Town or to the Districts, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or the Districts and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

**ATTEST:**

Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

Jason Gray, Mayor

**Approved as to form:**

Michael J. Hyman, Town Attorney

**COUNTY OF** DOUGLAS )
) **ss.**
**STATE OF** COLORADO )

The foregoing instrument was acknowledged before me this 7TH day of September, 2022, by Lisa Anderson as Town Clerk and Jason Gray as Mayor for the Town of Castle Rock, Colorado.

Witness my official hand and seal.
My commission expires: 9/30/2024

(SEAL)

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084033388
MY COMMISSION EXPIRES SEPTEMBER 30, 2024

Notary Public

**OWNER:**

**ACM DAWSON TRAILS VIII JV, LLC**
**a Delaware limited liability company**

**OWNER**

**STATE OF** Colorado )
) **ss.**
**COUNTY OF** Arapahoe )

The foregoing instrument was acknowledged before me this 30th day of November, 2022 by Andrew R. Klein, as Authorized Signatory of ACM Dawson Trails VIII JV LLC, a Delaware limited liability company.

Witness my official hand and seal.
My commission expires: May 24, 2025

(SEAL)

Notary Public

CLAYTON GREENE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214020219
MY COMMISSION EXPIRES MAY 24, 2025

**DISTRICTS:**

**DAWSON TRAILS METROPOLITAN DISTRICTS NOS. 1-5**

By: _____

Its: President

**STATE OF** Colorado )
) **ss.**
**COUNTY OF** Arapahoe )

The foregoing instrument was acknowledged before me this 29 day of November, 2022 by Lawrence P. Jacobson, as President of Dawson Trails Metropolitan District Nos. 1-5.

Witness my official hand and seal.
My commission expires: 8/12/24

(SEAL)

BLAKE AMEN
Notary Public
State of Colorado
Notary ID # 20204027915
My Commission Expires 08-12-2024

_____
Notary Public

**WESTFIELD TRADE CENTER METROPOLITAN DISTRICTS NOS. 1-2**

By: _____

Its: President

**STATE OF** Colorado )
) **ss.**
**COUNTY OF** Arapahoe )

The foregoing instrument was acknowledged before me this 29 day of November, 2022 by Lawrence P. Jacobson, as President of Westfield Trade Center Metropolitan District Nos. 1-2.

Witness my official hand and seal.
My commission expires: 8/12/24

(SEAL)

_____
Notary Public

BLAKE AMEN
Notary Public
State of Colorado
Notary ID # 20204027915
My Commission Expires 08-12-2024

EXHIBIT 1

DAWSON RIDGE PROJECT PERIMETER DESCRIPTION:

TWO (2) PARCELS OF LAND PORTIONS OF SECTIONS 15, 21, 22, 27, 28, 29, 32, 33 & 34, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THIS DESCRIPTION ARE BASED ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°55'56"E, FROM THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, BEING MONUMENTED BY A PIPE WITH A 2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING MONUMENTED BY A PIPE WITH A 2 INCH ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

PARCEL 1:

BEGINNING AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
THENCE S 89°28'35" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 22, A DISTANCE OF 404.37 FEET TO A POINT ON THE WEST LINE OF THE TWIN OAKS ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION;
THENCE ALONG THE WEST LINE OF SAID TWIN OAKS DRIVE RIGHT-OF-WAY AND ALONG THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY SAID TWIN OAKS SUBDIVISION, THE FOLLOWING FOUR (4) COURSES:

1. S 02°01'48" E, A DISTANCE OF 52.10 FEET TO THE SOUTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;
2. N 87°58'41" E, A DISTANCE OF 109.24 FEET TO A POINT OF CURVATURE;
3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 245.68 FEET, A CENTRAL ANGLE OF 28°36'44" AND AN ARC LENGTH OF 122.69 FEET;
4. N 59°21'57" E, A DISTANCE OF 23.19 FEET TO A POINT ON THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°28'35" E, ALONG SAID SOUTH LINE, A DISTANCE OF 174.31 FEET TO THE SOUTHEAST CORNER OF SAID TWIN OAKS SUBDIVISION;
THENCE N 17°17'13" E, ALONG THE EAST LINE OF SAID TWIN OAKS SUBDIVISION, A DISTANCE OF 139.27 FEET TO A POINT ON THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY AND A POINT OF NON-TANGENT CURVATURE;
THENCE ALONG THE EAST LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 198.98 FEET, A CENTRAL ANGLE OF 31°52'19" AND AN ARC LENGTH OF 110.69 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 33°13'23" E, A DISTANCE OF 109.26 FEET;
2. N 17°17'13" E, A DISTANCE OF 534.55 FEET TO A POINT ON THE SOUTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS;

THENCE N 89°40'41" E, ALONG SAID SOUTH LINE, A DISTANCE OF 1599.61 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;
THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 8675.32 FEET TO THE NORTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004131453, SAID DOUGLAS COUNTY RECORDS;
THENCE ALONG THE NORTH, WEST AND SOUTH LINES OF SAID PARCEL, THE FOLLOWING THREE (3) COURSES:

1. S 89°46'16" W, A DISTANCE OF 678.73 FEET;
2. S 00°19'26" W, A DISTANCE OF 600.54 FEET;
3. S 89°29'06" E, A DISTANCE OF 515.85 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY;

THENCE S 15°17'57" W, ALONG SAID WEST LINE, A DISTANCE OF 547.53 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE N 00°02'14" W, ALONG SAID EAST LINE, A DISTANCE OF 226.55 FEET TO A POINT ON THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY;
THENCE S 15°19'54" W, ALONG SAID WEST LINE, A DISTANCE OF 789.53 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID SECTION 33;
THENCE N 89°35'18" W, ALONG SAID SOUTH LINE, A DISTANCE OF 5123.28 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32, ALSO BEING THE NORTHEAST CORNER OF KEENE RANCH FILING NO. 1, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9523375, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°21'58" W, ALONG THE NORTH LINE OF SAID KEENE RANCH FILING NO. 1 AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2414.68 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOUGLAS COUNTY RECORDS; THENCE ALONG THE EAST AND NORTH LINES OF SAID PARCEL OF LAND, THE FOLLOWING TWO (2) COURSES:

1. N 00°19'46" W, A DISTANCE OF 208.73 FEET TO THE NORTHEAST CORNER OF SAID DEED;
2. S 89°21'58" W, A DISTANCE OF 208.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, ALSO BEING A POINT ON THE EAST LINE OF SAID KEENE RANCH FILING NO. 1;

THENCE N 00°19'46 W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 1, ALONG THE EAST LINE OF KEENE RANCH FILING NO. 2, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 9639479, SAID DOUGLAS COUNTY RECORDS, AND ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 2505.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 32;
THENCE N 00°39'34" W, ALONG THE EAST LINE OF SAID KEENE RANCH FILING NO. 2 AND ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 29, A DISTANCE OF 5308.62 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 29, BEING THE NORTHEAST CORNER OF SAID KEENE RANCH FILING NO. 2 PLAT, AND THE SOUTHWEST CORNER OF CASTLE MESA SOUTH, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 145078, SAID DOUGLAS COUNTY RECORDS;
THENCE S 89°02'42" E, ALONG THE NORTH LINE OF THE EAST HALF OF SAID SECTION 29 AND ALONG THE SOUTH LINE OF SAID CASTLE MESA SOUTH SUBDIVISION, A DISTANCE OF 2661.01 FEET TO THE SOUTHEAST CORNER OF SAID CASTLE MESA SOUTH SUBDIVISION, BEING THE SOUTHWEST CORNER OF SAID SECTION 21;
THENCE N 00°02'04" W, ALONG THE EAST LINE OF SAID CASTLE MESA SOUTH SUBDIVISION AND ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 1322.70 FEET TO THE SOUTH 1/16TH CORNER OF SAID SECTIONS 20 & 21, BEING THE SOUTHWEST CORNER OF SAID TWIN OAKS SUBDIVISION;

THENCE S 89°55'56" E, ALONG THE SOUTH LINE OF SAID TWIN OAKS SUBDIVISION AND ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF SAID SECTION 21, A DISTANCE OF 5286.17 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TWO (2) PARCELS OF LAND;

TWO (2) PARCELS OF LAND, AS DESCRIBED IN SAID DEED RECORDED AT RECEPTION NO. 2004051359, SAID DOUGLAS COUNTY RECORDS, BEING A PORTION OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE BEARINGS FOR THESE EXCEPTION PARCELS ARE BASED ON THE SOUTH LINE OF SECTION 28, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH P.M., BEING ASSUMED TO BEAR S89°47'47"E, FROM THE SOUTHWEST CORNER OF SAID SECTION 28, BEING MONUMENTED BY A 1" PIPE WITH A 2-1/2" ALUMINUM CAP STAMPED "LS 6935" TO THE SOUTHEAST CORNER OF SAID SECTIONS 28, BEING MONUMENTED BY #6 REBAR WITH A 2-1/2" ALUMINUM CAP, STAMPED "LS 6935", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE N 65°29'17" E, A DISTANCE OF 1262.53 FEET TO THE POINT OF BEGINNING;
THENCE N 00°45'02" W, A DISTANCE OF 208.73 FEET;
THENCE S 89°47'38" E, A DISTANCE OF 208.73 FEET;
THENCE S 00°45'02" E, A DISTANCE OF 208.73 FEET;
THENCE N 89°47'38" W, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPTING THE FOLLOWING PARCEL

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, THENCE N 40°06'49" E, A DISTANCE OF 1765.27 FEET TO THE POINT OF BEGINNING;
THENCE N 89°47'47" W, A DISTANCE OF 208.73 FEET;
THENCE N 00°45'11" W, A DISTANCE OF 208.73 FEET;
THENCE S 89°47'47" E, A DISTANCE OF 208.73 FEET;
THENCE S 00°45'11" E, A DISTANCE OF 208.73 FEET TO THE POINT OF BEGINNING;

CONTAINING A NET AREA OF 81,902,811 SQUARE FEET OR 1,880.230 ACRES, MORE OR LESS.

PARCEL 2:

COMMENCING AT THE SOUTH 1/16TH CORNER OF SAID SECTIONS 21 & 22, ALSO BEING A POINT ON THE SOUTH LINE OF TWIN OAKS, A SUBDIVISION PLAT RECORDED AT RECEPTION NO. 161972, IN THE RECORDS OF THE DOUGLAS COUNTY CLERK AND RECORDER'S OFFICE;
THENCE N 53°44'53" E, A DISTANCE OF 1331.13 FEET TO A POINT ON THE EAST LINE OF SAID TWIN OAKS PLAT AND A POINT ON THE NORTH LINE OF THE TERRITORIAL ROAD RIGHT-OF-WAY, AS DEDICATED BY THAT DEED RECORDED AT RECEPTION NO. 8816440, SAID DOUGLAS COUNTY RECORDS AND THE POINT OF BEGINNING;
THENCE ALONG THE EAST LINE OF SAID TWIN OAKS PLAT, THE FOLLOWING THREE (3) COURSES:

1. N 17°17'13" E, A DISTANCE OF 557.93 FEET;

2. S 89°27'27" E, A DISTANCE OF 65.00 FEET;
3. N 00°22'15" W, A DISTANCE OF 1329.37 FEET TO THE SOUTHWEST CORNER OF LOT 3, SAID TWIN OAKS PLAT;

THENCE N 03°03'12" W, ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 567.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 3, BEING A POINT OF CURVATURE ON THE SOUTH LINE OF THE BRISCOE LANE RIGHT-OF-WAY, AS DEDICATED BE SAID TWIN OAKS PLAT;
THENCE ALONG THE PORTIONS OF BRISCOE LANE VACATED BY ORDINANCE NO. 86-24, RECORDED IN BOOK 680 AT PAGE 920, SAID DOUGLAS COUNTY RECORDS THE FOLLOWING TWO (2) COURSES:

1. N 39°55'38" W, A DISTANCE OF 30.00 FEET TO A POINT OF NON-TANGENT CURVATURE;
2. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 329.30 FEET, A CENTRAL ANGLE OF 27°16'16" AND AN ARC LENGTH OF 156.74 FEET, SUBTENDED BY A CHORD OF WHICH BEARS N 63°42'30" E, A DISTANCE OF 155.26 FEET;

THENCE N 12°39'22" W, ALONG THE WEST LINE OF LOT 4, SAID TWIN OAKS PLAT, A DISTANCE OF 687.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 ALSO BEING THE WEST 1/16TH CORNER OF SAID SECTIONS 15 & 22;
THENCE S 89°31'22" E, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 890.07 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL E IN THAT DEED RECORDED AT RECEPTION NO. 2019088324, SAID DOUGLAS COUNTY RECORDS;
THENCE ALONG THE WEST AND NORTH LINES OF PARCELS E, F & G THE FOLLOWING FOUR (4) COURSES:

1. N 00°11'34" E, A DISTANCE OF 900.14 FEET;
2. S 89°48'26" E, ALONG THE NORTH LINES OF PARCELS E AND F, A DISTANCE OF 1014.77 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED AS PARCEL G;
3. N 00°11'34" E, A DISTANCE OF 842.72 FEET;
4. S 89°48'26" E, A DISTANCE OF 928.55 FEET TO A POINT ON THE WEST LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY AND A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE WEST LINE OF SAID BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES:

1. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5779.58 FEET, A CENTRAL ANGLE OF 05°35'04" AND AN ARC LENGTH OF 563.33 FEET, SUBTENDED BY A CHORD OF WHICH BEARS S 18°04'54" W, A DISTANCE OF 563.11 FEET;
2. S 15°17'57" W, A DISTANCE OF 4536.04 FEET TO A POINT ON THE NORTH LINE OF SAID TERRITORIAL ROAD RIGHT-OF-WAY;

THENCE S 89°40'41" W, ALONG SAID NORTH LINE, A DISTANCE OF 1628.83 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 7,993,235 SQUARE FEET OR 183.499 ACRES, MORE OR LESS.

OVERALL DAWSON RIDGE PROJECT PERIMETER DESCRIPTION CONTAINS AN AREA OF 89,896,046 SQUARE FEET OR 2,063.729 ACRES, MORE OR LESS.

EXHIBIT 2

# Dawson Trails Water Efficiency Program

WEP21-0003

Version 1.6
Last Update: July 18, 2022

| Prepared for: | Prepared by: |
|---|---|
| Town of Castle Rock<br>c/o Castle Rock Water<br>175 Kellogg Court<br>Castle Rock, CO 80109<br>Phone: (720) 733-6000<br>Email: water@crgov.com | AquaSan Network, Inc.<br>c/o Kaleb Zanett<br>45 Mule Deer Trail<br>Littleton, CO 80127<br>Phone: (303) 437-4063<br>Email: kaleb@aquasan.biz<br><br>Developer/Owner:<br>Dawson Trails I LLC & Dawson Trails II LLC<br>4100 E. Mississippi Avenue<br>Suite 500<br>Denver, CO 80246<br>Phone: (303) 984-9800<br>Email: ljacobson@westsideinv.com |

**Outline**

- Terms and Abbreviations
- Introduction
- Design Criteria
- Resident Education
- Verification
- References

**Attachments**

- Exhibit A – Dawson Trails PDP
- Exhibit B – Inspection Sheet: Domestic Usage
- Exhibit C – Inspection Sheet: Irrigation Usage
- Exhibit D1 – Dawson Trails Water Consumption Analysis Summary
- Exhibit D2 – Dawson Trails Water Consumption Analysis

**Terms and Abbreviations**

- Acre-Feet: AF
- Advanced Metering Infrastructure: AMI
- British Thermal Unit: Btu
- Consortium for Energy Efficiency: CEE
- Dwelling Unit: DU
- Evapotranspiration: ET
- Gallons per flush: GPF
- Gallons per minute: GPM
- Part per Million: PPM
- Pounds per Square Inch: PSI
- Single Family Detached: SFD
- Single Family Equivalent: SFE
- Square Feet: SF
- Water Factor: WF

AQUASAN network

# Introduction

## Executive Summary

Dawson Trails I LLC and Dawson Trails II LLC (Dawson) are developing the Dawson Trails property (Project) located approximately three miles south by southwest of downtown Castle Rock (Town). The Project will provide the Town and its expanding and diversifying population with single family and multifamily housing, retail, primary employment, office, commercial, and community spaces (including parks and trails) that foster the efficient and responsible uses of water resources. In support of these efforts, Dawson partnered with AquaSan Network, Inc. (AquaSan) and Norris Design (Norris) to establish the Dawson Trails Water Efficiency Program (DTWEP) that provides for efficacious utilization of the current water assets associated with the Project, while also ensuring that all new development constructed at the Project meets or exceeds the requirements as outlined in the Town's Water Efficiency Plan (WEP) and the Town's Landscape and Irrigation Criteria Manual (Landscape Manual). The DTWEP will meet, and in some instances exceed, the Town's WEP and Landscape Manual by implementing efficacious conservation practices to reduce water demands throughout the Project in a manner that is acceptable to the Town as well as the housing and commercial industries. The DTWEP as outlined below will be a constituent of the codes, covenants, and restrictions of the Project unless otherwise approved by Dawson and the Town. The DTWEP standards will be verified using the DTWEP *Inspection Sheets for Domestic and Irrigation Usage* provided in Exhibits B and C respectively.

## Project Description

1. Development Plan: per PDP in Exhibit A
2. Buildout: Tables 1A-1C

Table 1A: Dawson Trails Residential Buildout

| Type | Units |
|---|---|
| Multifamily | 2,323 |
| Single Family, Townhome, Duplex Units | 3,527 |
| **Total** | **5,850** |

Table 1B: Dawson Trails Nonresidential Buildout

| Type | Square Footage (SF) |
|---|---|
| Retail<br>(Grocery, Mercantile, Restaurant, Lodging) | 900,000 |
| Office | 800,000 |
| Flex Space<br>(Office, Light Industrial) | 1,500,000 |
| **Total** | **3,200,000** |

AQUASAN network

Table 1C: Dawson Trails Irrigated Area Buildout

| Type | Area (SF) | Area (Acres) |
|---|---|---|
| Individual Residential Lots | 4,917,924 | 112.90 |
| Residential Neighborhoods | 7,568,986 | 173.76 |
| Multifamily | 500,940 | 11.50 |
| Commerce Areas | 1,276,744 | 29.31 |
| Neighborhood Parks and Open Space | 8,311,248 | 190.80 |
| Public Land Dedication Areas | 7,383,420 | 169.50 |
| Right of Way Areas | 1,947,132 | 44.70 |
| **Total** | **31,906,393** | **732.47** |

AQUASAN network

## Design Guidelines

In the event that a) the Town adjusts the Design Guidelines of the DTWEP that results in a decrease in water usage; b) Dawson or a builder chooses to exceed the standards in the Design Guidelines of the DTWEP and can submit sufficient data (as reviewed and approved by the Town) demonstrating a decreased water usage than what is currently allocated by the DTWEP; or c) the Town or State statutes are amended regarding water use and reuses that results in a decrease in water usage as budgeted in the DTWEP, the SFE calculation may be adjusted lower based on the new water usage of the development.

**Single Family: including but not limited to single family detached, duplex (single family attached on separate lots), and individually owned townhomes**

Required Indoor Water Efficiency

1. Service Static Pressure
    a. Limited to 60 PSI at the fixture's point of service.
2. Water Closets
    a. Tank: WaterSense labeled, maximum 0.80 GPF – or – dual flush, maximum 0.80 GPF.
3. Kitchen Faucets
    a. WaterSense labeled, maximum 1.50 GPM.
4. Bathroom Faucets
    a. WaterSense labeled, maximum 1.20 GPM.
5. Showerheads
    a. Only one showerhead per enclosure.
    b. WaterSense labeled, maximum 1.50 GPM.
6. Clothes Washers
    a. Energy Star Labeled, maximum 5.4 gallons/cycle/cubic foot (WF of 5.4 or less; WF = total consumption per cycle/capacity).
7. Dishwashers
    a. Energy Star labeled, maximum 3.5 gallons/cycle (WF of 3.5 or less).

Required Outdoor Water Efficiency

1. Landscape Design
    a. Single Family designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirements) and Section 6 (Single Family and Two-Family Residential) for specific requirements. Additional requirements to the Landscape Manual shall include:
        i. All residential front and rear yards will be designed and installed by the builder.
        ii. The following requirements shall apply to all residential landscapes:
            1. Turf types shall not include Kentucky Bluegrass varieties. Allowable turf type shall include turf species that can survive on 19" or less of supplemental irrigation per year. Allowable turf species shall be approved by the Town and can be found in Appendix B in the Landscape Manual.
            2. Turf areas shall be limited to only back yards and shall not exceed 500 SF.
            3. In lieu of irrigated landscape, artificial landscape may be used.
            4. 100% ColoradoScape landscapes are required for front and side yards and encouraged for back yards. Front and side yards are defined as any landscape areas installed in front of the fence or visible from the street. Backyards are defined as the areas behind the fence. ColoradoScape landscapes must provide a minimum coverage of plant materials of 75% at

5-year maturity in front yards and side yards when adjacent to streets. Rear yards shall have a minimum of 40% plant coverage at 5-year maturity. The remainder of yard coverage can be composed of mulches, aggregate surfacing, artificial turfs, or hardscape. Soil Amendment as defined in the Landscape Manual is required in all landscape areas per the Landscape Manual. Plant materials classified as Low and Very low Hydrozones are required.

5. All Plant Hydrozones will be taken from the Town's Plant List available at www.crgov.com.
6. Builders will provide specifics for the number of plant types and master typical landscape design for their lots.
7. Outdoor water features are not allowed.

2. Irrigation Design
   a. Residential irrigation designs shall follow the Landscape Manual. Refer to Section 4 (General Requirements) and Section 6 (Single Family and Two-Family Residential) for specific requirements. Additional requirements shall include:
      i. Controllers: Wi-Fi enabled automatic irrigation system controllers shall be Town approved and WaterSense labeled weather based (ET) or soil-moisture based, that automatically adjust irrigation in response to changes in plants' needs as weather or soil moisture conditions change.
         1. Weather-based (ET) controllers without integral rain sensors shall have a separate wired or wireless rain sensor. Rain sensor must not be bypassed and must remain fully operational.
         2. Controllers must have the ability to be programmed for every third day watering schedule.
      ii. Sprinkler Heads: Pop-up or rotor heads that utilize high efficiently spray nozzles designed with head-to-head coverage. This may include conventional rotors, stream rotators or high efficiency pop-up spray nozzles and must not exceed 1.25" per hour. The distribution uniformity must be verified by third-party tests.
         1. Minimum pop-up height must = 6".
         2. Sprinkler bodies shall have built in pressure regulating stems to match the manufacturer's associated nozzle requirements and check valves.
         3. Maximum spacing for the sprinkler heads to be head-to-head at 90% of maximum spray radius.
         4. A combination of pop-up sprays on turf areas of 25' or less and short to medium range rotors in areas greater than 25'.
         5. Traditional fixed and traditional variable arc spray nozzles are not allowed.
         6. Pop-up spray nozzles cannot be zoned together with multi-trajectory rotating stream nozzles or traditional rotor heads.
         7. Overhead irrigation shall not spray water directly on buildings or hardscape areas and are prohibited on landscape areas having any dimensions less than 10 feet in width/length.
         8. Irrigation is not allowed in areas less than 4 feet in width unless approved on the Site Development Plan or in an approved urban area.
      iii. Drip Irrigation
         1. Drip irrigation shall be point source or sub-surface drip irrigation for all trees, shrubs, perennials, and annual beds.
         2. Drip emitters and subsurface drip shall be equipped with pressure compensating emitters and internal check valves at each emitter.
         3. Filtration shall be at the control valve assembly (min. 200 mesh).

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Additional Water Efficiencies: must achieve minimum of seven (7) points in total.
In addition to the required Design Guidelines detailed above, single family homes at Dawson will need to achieve a total of seven points towards optional water efficiencies. These optional efficiencies will be recorded in the *Inspection Sheet – Domestic Usage* (Exhibit B) and builders may select any combination from the following options to achieve this total:

1. Kitchen Faucets
    a. WaterSense labeled, less than 1.50 GPM (1 point per location, maximum of 2 points).
2. Bathroom Faucets
    a. WaterSense labeled, 1.00 GPM or less (1 point per location, maximum of 3 points).
3. Water Recirculation
    a. Installation of continuous whole-home hot water recirculation system with traditional water heater (3 points).
4. Point-of-use tankless electric water heater (1 point per location, maximum of 3 points)
5. Greywater System
    a. System that allows for the collection and re-use of greywater for toilet flushing (3 points).
6. Monitoring and Leak Detection
    a. Wi-Fi enabled monitoring device for leak and flow detection with automatic shutoff (2 points).
7. ColoradoScape: a natural landscape which uses low to very low water (less than ten (10) inches of water per year) with plant material that blends in with the native Town's landscapes. Plant material must be maintained in its natural form, utilizing a combination of hardscape and landscape materials that provide a variety of colors, textures, sizes, shapes, and seasonal interest.
    a. Front Yard and Side Yard (3 points)*
    b. Back Yard (4 points)

    *Required as per the "Single Family Residential Outdoor Water Efficiency" Section 1.a.ii.4. of the DTWEP Design Guidelines.

**Multifamily: including but not limited to apartment complex, condominium complex, and rentable townhome-like apartment complex**

Required Indoor Water Efficiency

1. Service Static Pressure
    a. Limited to 60 PSI at the fixture's point of service.
2. Water Closets
    a. Tank (Private): WaterSense labeled, maximum 0.80 GPF – or – dual flush, maximum 0.80 GPF.
    b. Flush Valve/Flushometer (Public): WaterSense labeled, maximum 1.00 GPF – or – dual flush, maximum 1.00 GPF.
3. Urinals
    a. WaterSense labeled, maximum 0.125 GPF.
4. Kitchen Faucets
    a. WaterSense labeled, maximum 1.50 GPM.
5. Bathroom Faucets
    a. WaterSense labeled, maximum 1.00 GPM.
6. Showerheads
    a. Only one showerhead per enclosure.
    b. WaterSense labeled, maximum 1.50 GPM.
7. Clothes Washers
    a. Energy Star Labeled, maximum 5.4 gallons/cycle/cubic foot (WF of 5.4 or less; WF = total consumption per cycle/capacity).

8. Dishwashers
    a. Energy Star labeled, less than or equal to 3.5 gallons/cycle (WF of 3.5 or less).
9. Monitoring and Leak Detection
    a. Each unit will be sub-metered. Each unit will be equipped with a Wi-Fi enabled monitoring device for leak and flow detection with automatic shutoff.

Required Outdoor Water Efficiency

1. Landscape Design
    a. Multifamily designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirement) and Section 5 (Multi-Family Residential) for specific requirements. Additional requirements shall include:
        i. Passive use areas may vary in size and turf areas must demonstrate usable programmable spaces.
        ii. Nonfunctional turf areas are not allowed in multifamily designs.
        iii. For passive recreation areas, artificial turf may be used and should be considered as an alternative to traditional turf.
        iv. Outdoor pools and water features lose water to evaporation; therefore, outdoor pools and water features must be covered when not in operation and will be counted towards the total irrigable turf area.

**Nonresidential**

Required Indoor Water Efficiency for Restrooms, Common Areas, and Amenity Areas

1. Service Static Pressure
    a. Limited to 60 PSI at the fixture's point of service.
2. Water Closets
    a. Tank (Private): WaterSense labeled, maximum 0.80 GPF – or – dual flush, maximum 0.80 GPF.
    b. Flush Valve/Flushometer (Public): WaterSense labeled, maximum 1.00 GPF – or – dual flush, maximum 1.00 GPF.
3. Urinals
    a. WaterSense labeled, maximum 0.125 GPF.
4. Kitchen Faucets
    a. WaterSense labeled, maximum 1.50 GPM.
5. Bathroom Faucets
    a. WaterSense labeled, maximum 1.00 GPM.
6. Showerheads
    a. WaterSense labeled, maximum 1.50 GPM.
7. Clothes Washers
    a. Energy Star labeled.
8. Dishwashers
    a. Restaurant or commercial kitchen: Energy Star labeled.
    b. All other applications: Energy Star labeled, maximum 3.5 gallons/cycle (WF of 3.5 or less).
9. Pre-Rinse Spray Valves
    a. WaterSense labeled, maximum 1.00 GPM with automatic shutoff.
10. Monitoring and Leak Detection
    a. Sub-metering and Wi-Fi enabled monitoring device for leak and flow detection are required for all master-metered multi-unit buildings, as well as the following applications or thresholds:
        i. At the point of connection

ii. All cooling tower uses
iii. Evaporative coolers: >0.6 GPM
iv. Steam and hot-water boilers: >500,000 Btu/hour
v. Any large water using process: >1,000 gallons/day

11. Other
    a. Hotels must offer a towel and linen reuse program.
    b. Pools are covered when not in operation and will be counted towards total irrigable area.
    c. Ice Machines
        i. Energy Star labeled and air cooled.
    d. Steam Cookers
        i. Energy Star labeled and air cooled.
    e. Dipper Wells
        i. In-line flow restrictor, maximum 0.30 GPM.
    f. Freezers
        i. Energy Star labeled and air cooled.
12. Cooling
    a. Must operate at > 6 cycles of concentrations and be operated by a conductivity controller – or – utilization of adiabatic cooling.

Required Outdoor Water Efficiency

1. Landscape Design
    a. Commercial designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirements) and Section 7 (Non-Residential Properties) for specific requirements.
    b. No turf is allowed in nonresidential landscaped areas.

**Streetscape, Rights of Way, and Tracts along Rights of Way**

Required Outdoor Water Efficiency

1. Landscape Design
    a. Streetscape, rights of way and tracts along rights of way designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirements) and Section 9 (Streetscape, Rights of Way, and Tracts along Rights of Way) for specific requirements.

**Common Areas, Parks, and Sports Fields**

Required Outdoor Water Efficiency

1. Landscape Design
    a. Common Areas, parks, and sports fields designs shall meet or exceed the guidelines in the Landscape Manual. Refer to Section 4 (General Requirements) and Section 10 (Parks and Sport Fields) for specific requirements.

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## Resident Education

1. Each builder shall create educational materials to be provided to residents and tenants through a "Water Efficiency Education Packet" (Packet). The Packet will be approved by the Town and will contain the following information:
    a. Indoor
        i. Water fixture requirements.
        ii. Hot water circulation programming.
        iii. Flow monitoring and automatic shutoff valve location and programming (if applicable).
    b. Outdoor
        i. Smart irrigation controller and shutoff valve location and programming to include water schedule.
        ii. Irrigation system requirements including but not limited to: sprinkler heads, nozzles, rain sensors, flow sensors, master valves, and smart controllers.
        iii. Winterization preparation.
        iv. Care and operation of irrigation system and plant material.
        v. Soil preparation appropriate for existing conditions and selected plant materials.
        vi. Expected plant material watering needs
    c. Other
        i. Water budget rate structure.

2. Residents and tenants shall be provided the opportunity to attend seasonal education by the Town for spring, summer, fall, and winter maintenance, care and waterwise conservation. This shall include presentations supplemented by written materials.

3. Each builder will install a permanent placard at the sprinkler controller and water meter of each domestic and irrigation point of connection stating: "This property has been designed and constructed to meet a Water Efficiency Plan approved by the Town of Castle Rock. This Smart Meter and the corresponding water budget is part of the Water Efficiency Plan specifically designed for this property. Any changes to the installed fixtures and/or landscaping may adversely affect your water bill. For more information, contact Castle Rock Water: (720) 733-6000 or crgov.com/water." A drawing and specification of the placard will be located in the "Water Efficiency Education Packet."

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## Verification

1. The DTWEP requires each completed residential unit, commercial space, landscape, and irrigation system be inspected by Castle Rock Water. Castle Rock Water shall certify that all residential units, commercial spaces, landscapes, and irrigation systems are being constructed in compliance with the standards outlined in the DTWEP. Castle Rock Water must verify that the number of fixtures match the Water Fixture Unit Calculation submitted and approved with the building permit, as well as the outdoor turf type.

2. Indoor Water Efficiency Standards
    a. As part of the building permit application, builders will be required to submit detailed information regarding the specific high-efficiency fixtures and appliances being installed to verify that they meet or exceed the standards outlined in the DTWEP. A sample verification *Inspection Sheet – Domestic Usage* is provided in Exhibit B.

3. Outdoor Water Efficiency Standards
    a. In accordance with the irrigation standards outlined in the DTWEP, a landscape and irrigation plan must be completed for all irrigable area. Each submittal to the Town will be compared to the Design Guidelines to ensure compliance with the DTWEP. Each submittal will be compared to the irrigated turf and outdoor water budget restrictions to ensure compliance with the minimum stated standards. The submittal shall include the name of the Town-registered landscape and irrigation contractors. A sample verification *Inspection Sheet – Irrigation Usage* is provided in Exhibit C.

4. Inspections
    a. The inspection and certification process has been developed by the Town and the inspectors will be specifically trained to assess compliance with the applicable water efficiency standards. Third party inspection and certification for indoor DTWEP requirements, paid for by the builder, must be provided to the Town prior to the issuance of a Certificate of Occupancy. Outdoor DTWEP requirements will be inspected by Castle Rock Water, prior to Certificate of Occupancy. If a residential Certificate of Occupancy is requested without outdoor inspection and certification due to the time of year, the builder is required to install landscape and irrigation, and schedule an outdoor inspection with Castle Rock Water within 180 days from the Certificate of Occupancy date.
    b. Any deficiencies must be corrected within 30 days following inspection.
    c. Failure to satisfactorily complete any inspection item before issuance of Certificate of Occupancy (except as set forth in (a) and (b) above) will result in recalculating the system development fees without the DTWEP and adjustments made to the water bank.
    d. Except as set forth in (a) above, neither Dawson nor builders shall be responsible for changes or non-compliance arising after issuance of Certificate of Occupancy as a result of action or inaction by the applicable homeowner.
    e. Outdoor inspections will be completed weather permitting.

5. Castle Rock Water will monitor water usage and enforcement per its policies.

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## Monitoring and Enforcement

1. Individual customer accounts at the Project will receive a custom water budget rate structure (prepared and administered by the Town) where the indoor budget is based on the actual indoor consumption as determined by the average winter monthly consumption (AWMC), and the outdoor budget is based on the plant type/Hydrozones and the actual irrigated area as identified in the approved landscape and irrigation design. The customer water budget rate structure will be used as a tool for monitoring compliance with the DTWEP and reduced water demands. A tiered approach will continue to be used to financially incentivize customers to manage water use within the unit's water budget, and to charge a higher tier for excessive water use. Neither Dawson nor builders shall be responsible for monitoring or enforcement.

2. The Town shall reserve the right to adjust the water budget rate structure consistent with changes to the Town Municipal Code. The Town shall reserve the right to adjust the water budget allocation based on new technology and scientific data consistent with revisions to the Town Municipal Code. The Town's surcharge tier may be adjusted consistent with intent of this reduced water usage development and may be modified by the Town Municipal Code.

3. The water budget rate structure will initially be based as follows:
    a. Tier 1 – Indoor Use.
    b. Tier 2 – Outdoor Use. Amount of water required to meet outdoor demands. The outdoor water budget for each building will be customized according to the lot size and the specific landscape and irrigation plan, based on the actual irrigated area and monthly plant material water needs.
    c. Tier 3 – Excessive Use. Amount of water used in excess of indoor and outdoor water budget. Customers whose water use falls in this tier will be charged a higher rate for excessive water use.
    d. Tier 4 – Surcharge. The water conservation measure adopted by the Town council assesses an additional charge to each 1,000 gallons used over 40,000 gallons by customers. This tier only applies to residential accounts.

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## References

**Product Resources**

1. Examples of WaterSense Approved Fixtures: https://www.epa.gov/watersense/product-search
2. Examples of ENERGY STAR Approved Appliances: https://www.energystar.gov/productfinder/
3. Examples of CEE Approved Appliances: https://library.cee1.org/content/qualifying-product-lists-residential-clothes-washers
4. Hot Water Recirculation Solutions: https://www.uponor-usa.com/en/residential-solutions/uponor-logic

**Literature**

1. Town of Castle Rock Minimum Standards for Water Efficiency Plans. July 2021.
2. Town of Castle Rock Landscape and Irrigation Criteria Manual. April 2021.

# DAWSON TRAILS

## PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS

(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN)

TWO PARCELS OF LAND BEING ALL OF SECTION 26 AND PORTIONS OF SECTIONS 15, 21, 22, 27, 28, 32, 33 & 34, TOWNSHIP 8 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF CASTLE ROCK, COUNTY OF DOUGLAS, STATE OF COLORADO

OPEN SPACE AND PUBLIC LAND SUMMARY

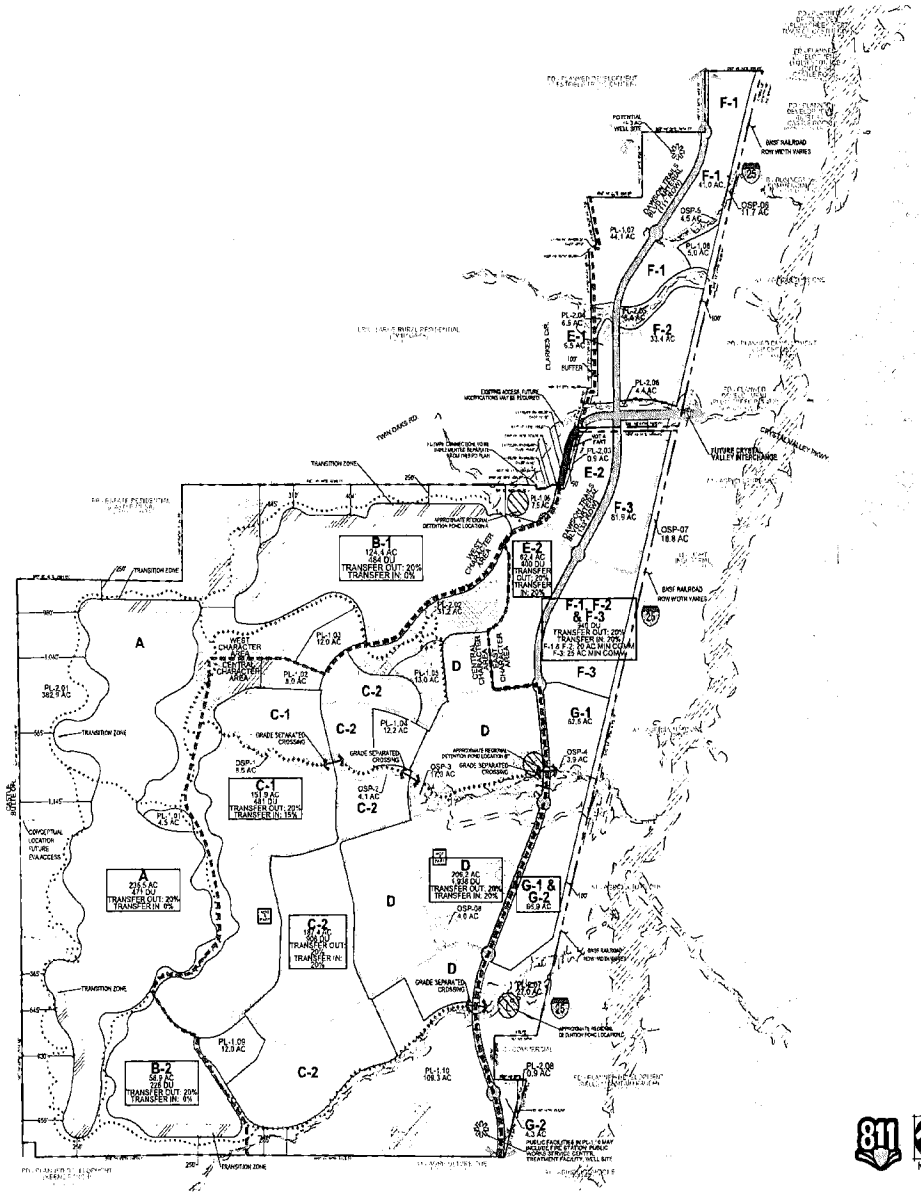
| | ACREAGE | % OF TOTAL |
|---|---|---|
| PUBLIC LAND | | |
| PL-1 (DEDICATED TO TOWN) | 227.6 | 11.8% |
| OPEN SPACE | | |
| PL-2 (DEDICATED TO TOWN) | 462.2 | 23.4% |
| OSP (PRIVATE) | 70.8 | 3.6% |
| SUBTOTAL | 533.2 | 27.1% |
| FUTURE OPEN SPACE (1) | 215.0 | 10.9% |
| OPEN SPACE TOTAL | 748.6 | 38.2% |
| OPEN SPACE AND PUBLIC LAND TOTAL | 975.6 | 47.3% |

NOTE: (1) FUTURE OPEN SPACE DESIGNATION (PL-1, PL-2, OSP) TO BE DETERMINED AT TIME OF PLAT

LEGEND

- PROPERTY BOUNDARY
- PLANNING AREA BOUNDARY
- CHARACTER AREA BOUNDARY
- MAJOR DRAINAGEWAY
- TRANSITION ZONE
- MODERATE SKYLINE
- MINOR SKYLINE
- 100 YEAR FLOODPLAIN (TOWN OF CASTLE ROCK)
- PROPOSED ARTERIAL RIGHT OF WAY
- FUTURE COLLECTOR RIGHT OF WAY
- 5' NATURAL SURFACE TRAIL
- 10' HARD SURFACE TRAIL
- 100 YEAR FLOODPLAIN (FEMA)

CHECKED BY: MB, SW
DRAWN BY: DJ, JR




DAWSON TRAILS PLANNED DEVELOPMENT PLAN | PROJECT NO. PDP21-0001

PLANNER/LANDSCAPE ARCHITECT
NORRIS DESIGN

APPLICANT
WESTSIDE INVESTMENT PARTNERS
4100 E. MISSISSIPPI AVE
SUITE 500
DENVER, CO 80246
303-984-9850

ENGINEER & SURVEYOR:
CORE
CORE CONSULTANTS
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303-703-5960

DAWSON TRAILS

DAWSON TRAILS
PLANNED DEVELOPMENT PLAN AND ZONING REGULATIONS
(AN AMENDMENT TO THE DAWSON RIDGE PRELIMINARY P.U.D SITE PLAN AND A PORTION OF THE WESTFIELD TRADE CENTER PRELIMINARY P.U.D. SITE PLAN)

DATE:
PDP-01 07/09/2021
PDP-02 12/03/2021
PDP-03 04/13/2022
PDP-04 05/27/2022
PDP-05 06/09/2022

SHEET TITLE:
OVERALL PD PLAN

SHEET
3 OF 18

# Exhibit B to Dawson Trails Water Efficiency Program
## Inspection Sheet – Domestic Usage and Additional Efficiencies
WEP21-0003

Permit Number: _____

Date:_____
Lot Number / Building Address:_____
Building Type (circle one): Single Family Duplex Townhome Multifamily Nonresidential Mixed-Use

Based on the building type selected, please fill out the following Table 1:

Table 1: Buildout

| **Multifamily (including but not limited to apartment complex, condominium complex, and rentable townhome-like apartment complex)** | |
|---|---|
| **Type** | **Number of Units** |
| Studio | _____ |
| 1-Bedroom | _____ |
| 2-Bedroom | _____ |
| 3-Bedroom | _____ |
| 4-Bedroom | _____ |
| 5-Bedroom | _____ |
| Total | _____ |
| **Single Family (including but not limited to single family detached, duplex (single family attached on separate lots), and individually owned townhomes)** | |
| **Type** | **Number of Units** |
| Studio | _____ |
| 1-Bedroom | _____ |
| 2-Bedroom | _____ |
| 3-Bedroom | _____ |
| 4-Bedroom | _____ |
| 5-Bedroom | _____ |
| Total | _____ |
| **Nonresidential and/or Mixed Use** | |
| **Type** | **Square Footage** |
| Retail (Grocery) | _____ |
| Retail (Mercantile) | _____ |
| Retail (Restaurant) | _____ |
| Retail (Lodging) | _____ |
| Office | _____ |
| Flex Space (Light Industrial) | _____ |
| Total | _____ |

Domestic Water Meter Size (in):_____

Please fill out the following information in Table 2. All fixtures, appliances, and management practices must comply with the Design Guidelines detailed in the Dawson Trails Water Efficiency Program. The Inspection Sheet may be modified as deemed appropriate.

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Permit Number: _____ Address: _____

Table 2: Indoor Water Fixtures and Appliances Verification Sheet

| Fixture Type | Number of Fixtures | Water Metrics | Make/Model | Count | Optional Efficiency Points (for Single Family) |
|---|---|---|---|---|---|
| Water Closet (Tank – Private) | Type 1: _____<br>Type 2: _____ | GPF: _____<br>GPF: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Water Closet (Flush – Public) | Type 1: _____<br>Type 2: _____ | GPF: _____<br>GPF: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Urinal (Public) | Type 1: _____<br>Type 2: _____ | GPF: _____<br>GPF: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Sink Faucet (Lavatory) | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | _____ |
| Showerhead | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Bathtub Faucet | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Sink Faucet (Kitchen) | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | _____ |
| Dishwasher | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Sink Faucet (Laundry) | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Clothes Washer | Type 1: _____<br>Type 2: _____ | WF: _____<br>WF: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Sink Faucet (Utility, Service or Mop) | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Pre-Rinse Spray Valve | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Dipper Well | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Hose Bibb | Type 1: _____<br>Type 2: _____ | GPM: _____<br>GPM: _____ | _____/_____<br>_____/_____ | _____<br>_____ | |
| Other | Continuous Hot Water Recirculation Unit/Program | Yes/No/NA (circle one) | _____/_____ | _____ | _____ |
| | Flow Monitoring/Leak Detection System with Automatic Shutoff | Yes/No/NA | _____/_____ | _____ | _____ |
| | Point of Use Tankless Electric Water Heater | Yes/No/NA | _____/_____ | _____ | _____ |
| | Placard Installation (x2) | Yes/No/NA | | | |
| | Towel and Linen Reuse Program | Yes/No/NA | | | |
| | Pool Cover and Size | Yes/No/NA<br>Size: _____ | | | |
| | Steam Cooker<br>Ice Machine<br>Freezer | Energy Star: Yes/No/NA<br>Energy Star: Yes/No/NA<br>Energy Star: Yes/No/NA | _____/_____<br>_____/_____<br>_____/_____ | _____<br>_____ | |
| | Cooling System >6 Cycles of Concentration or Adiabatic | Yes/No/NA | | | |
| Single Family Irrigation | ColoradoScape | Front & Side Yard: 3 points*<br>Back Yard: 4 points<br>Total Yard: 7 points<br>*Required per DTWEP | | | _____ |
| | | Point Total for Single Family (must be >=7) | | | _____ |

Developer Initials:_____

**Certification Statement**

I hereby certify that, to the best of my knowledge, the provided information is complete, true, and accurate. I understand that misrepresentation or falsification of any information provided on this sheet, whenever, discovered, may prohibit me from completing or performing work related to the Dawson Trails development in Castle Rock, CO.

Printed Contact Name:_____ Inspector Name:_____
Contact Signature:_____ Inspection Date:_____
Company:_____
Date:_____

# Exhibit C to Dawson Trails Water Efficiency Program
## Inspection Sheet – Irrigation Usage
WEP21-0003

Permit Number: _____

Date:_____
Lot Number / Building Address:_____
Irrigation Type(s): _____
Total Square Feet of Irrigation (by type):_____
Irrigation Water Meter Size if Separate from Domestic Water Meter (in):_____

The Inspection Sheet may be modified as deemed appropriate.

**Landscape Design**
The design guidelines for outdoor uses were developed to limit the use of irrigated turf and reduce overall outdoor water demands. The turf areas are restricted to rear yards only and must not exceed 500 SF. Turf grass type shall be low to moderate water using turf per Section 6 in the Town of Castle Rock Landscape and Irrigation Criteria Manual - Kentucky Blue Grass is not permitted

Proposed landscape plans must be summarized as specified in Table 1 below. The Town of Castle Rock approved plant list shall be used to classify selected plants into the appropriate Irrigated Water Use Zone. Landscape plans must be submitted to document compliance with the turf limitations from Table 1.

Table 1: Landscape Irrigation Demands

| Irrigated Water Use Zone | Size of Zone (SF) | Gallons/SF/Year | Gallons/Year |
|---|---|---|---|
| Moderate Hydrozone (Turf) Turf Type:_____ | | 11.84 | |
| Moderate Hydrozone (Non-turf) | | 9.35 | |
| Low Hydrozone / ColoradoScape | | 6.23 | |
| Very Low Hydrozone / ColoradoScape | | 3.12 | |
| Total | | | |

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Permit Number: _____ Address: _____

**Irrigation System Design**

Automatic irrigation system controllers shall be approved by the Town, and be weather based (ET) or soil-moisture based, that automatically adjust irrigation in response to changes in the plants' needs as weather conditions or soil moisture changes. All equipment must comply with the standards listed in the current version of approved Dawson Trails Water Efficiency Program. Design requirements are subject to change as reflected in updated EPA WaterSense Program details and Town of Castle Rock Landscape and Irrigation Criteria Manual.

The Inspection Sheet may be modified as deemed appropriate.

Table 3: Proposed Irrigation System Equipment

| Device | Make/Model |
|---|---|
| Smart Controller | _____/_____ |
| Fixed Spray Heads | _____/_____ |
| Rotor Heads | _____/_____ |
| Drip Emitters | _____/_____ |
| Master Valve | _____/_____ |
| Flow Sensor | _____/_____ |
| ET Monitor / Rain Sensor | _____/_____ |

**Certification Statement**

I hereby certify that, to the best of my knowledge, the provided information is complete, true, and accurate. I understand that misrepresentation or falsification of any information provided on this sheet, whenever, discovered, may prohibit me from completing or performing work related to the Dawson Trails development in Castle Rock, CO.

Printed Contact Name:_____ Inspector Name:_____
Contact Signature:_____ Inspection Date:_____
Company:_____
Date:_____

# Exhibit D1 to Dawson Trails Water Efficiency Program
# Water Consumption Analysis Summary
WEP21-0003

**Introduction**
Water budgets are a key factor for the Town of Castle Rock in planning and developing the necessary water resources needed to serve new development. As part of the Dawson Trails Water Efficiency Program, AquaSan Network, Inc. (AquaSan) and Norris Design (Norris) were tasked to provide water budgets for both domestic and irrigation uses expected at the Project in order to accurately represent the anticipated water usage. These water budgets were examined under the Design Guidelines provided in the Dawson Trails Water Efficiency Program, which give specific instructions on indoor and outdoor requirements implemented to maximize water efficiency and provide for responsible resource management.

**Methodology**
Domestic water usage is a heavily studied topic by various national organizations including the Environmental Protection Agency (EPA), the American Water Works Association (AWWA) Water Research Foundation, the U.S. Energy Information Administration (EIA), as well as numerous local water districts and utilities in response to a need for greater resource management among dwindling water supplies. As such, ample data surrounding water consumption and water demands exist to provide insightful information as to how water is used in the residential and commercial sectors, while also identifying the best methods for achieving water savings. AquaSan performed a meta-analysis using several of these water consumption studies that examined domestic usage to provide indoor water budgets that accurately represent the Dawson Trails planned development. Irrigation water budgets were provided by Norris and detail the landscape's water usage under different Hydrozones to include: moderate turf usage, moderate non-turf usage, low usage / ColoradoScape, and very low / ColoradoScape.

**Results**
Analyzing data collected from several water consumption and occupancy studies, as well as detailed landscape and irrigation analysis, AquaSan and Norris have developed the following water budgets for the Dawson Trails development:

Domestic Water Budget

Table 1A: Dawson Trails Domestic Water Budget – Multifamily

| Type | Domestic Water Budget (Gal/Unit/Year) |
|---|---|
| Studio | 27,000 |
| 1-Bedroom | 31,000 |
| 2-Bedroom | 35,000 |
| 3-Bedroom | 38,000 |
| 4-Bedroom | 41,000 |
| 5-Bedroom | 44,000 |

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Table 1B: Dawson Trails Domestic Water Budget – Single Family, Townhome, and Duplex

| Type | Domestic Water Budget (Gal/Unit/Year) |
|---|---|
| Studio | 23,000 |
| 1-Bedroom | 29,000 |
| 2-Bedroom | 35,000 |
| 3-Bedroom | 40,000 |
| 4-Bedroom | 41,000 |
| 5-Bedroom | 45,000 |

Table 1C: Dawson Trails Domestic Water Budget – Nonresidential

| Type | Domestic Water Budget (Gal/SF/Year) |
|---|---|
| Retail (Grocery) | 77.00 |
| Retail (Mercantile) | 11.00 |
| Retail (Restaurant) | 250.00 |
| Retail (Lodging) | 91.00 |
| Office | 14.00 |
| Flex Space (Light Industrial) | 5.00 |

Irrigation Water Budget

Table 2A: Dawson Trails Irrigation Water Budget – Residential

| Type | Irrigation Water Budget (Gallons/SF/Year) |
|---|---|
| Multifamily (Passive Use Areas) | 10.50 |
| Multifamily (Common Areas) | 6.00 |
| Single Family, Townhome, Duplex | 8.50 |

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Table 2B: Dawson Trails Irrigation Water Budget – Nonresidential

| Type | Irrigation Water Budget (Gallons/SF/Year) |
|---|---|
| Retail (Grocery) | 8.00 |
| Retail (Mercantile) | 8.00 |
| Retail (Restaurant) | 8.00 |
| Retail (Lodging) | 8.00 |
| Office | 8.00 |
| Flex Space (Light Industrial) | 8.00 |

Table 2C: Dawson Trails Irrigation Water Budget – Other

| Type | Irrigation Water Budget (Gallons/SF/Year) |
|---|---|
| Neighborhood Parks and Open Space | 8.50 |
| Public Land Dedication Areas | 8.50 |
| Right of Way Areas | 6.00 |

# Exhibit D2 to Dawson Trails Water Efficiency Program
# Water Consumption Analysis
WEP21-0003

## Introduction
AquaSan Network, Inc. (AquaSan) and Norris Design (Norris) have conducted a water consumption analysis to include domestic and outdoor water use projections for the Dawson Trails Development (also referred to as "Dawson Trails" or "Project") in support of establishing the Water Budget. In order to provide accurate estimates that best represent the Project, a meta-analysis of several water consumption and occupancy studies was performed examining domestic usage in both the residential and nonresidential sectors, with irrigation estimations provided by Norris. The information presented in this Exhibit reviews the domestic and outdoor water demands expected at Dawson Trails under the Dawson Trails Water Efficiency Program (DTWEP) and calculates the anticipated water usage for the Project for different building types. It should be noted that these efficiencies can be surpassed through water management techniques that exceed the standards in the WEP, in which case developers may submit supplementary data that demonstrates a reduced water usage.

## Outline
- Project Synopsis
- Residential Domestic Analysis
- Nonresidential Domestic Analysis
- Irrigation Analysis
- Summary
- References

## Attachments
- Appendix 1 – Water Use Projections Excel Sheet

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## Project Synopsis

In review, Dawson Trails will consist of 5,850 total units, 3,200,000 square feet (SF) of commercial space, and approximately 730 acres of irrigable areas. The residential, nonresidential, and irrigation buildouts for the Project are described below in Figures 1A, 1B and 1C:

Figure 1A: Residential Buildout at Dawson Trails

| Type | Units |
|---|---|
| Multifamily | 2,323 |
| Single Family, Townhome, Duplex | 3,527 |
| **Total** | **5,850** |

Figure 1B: Nonresidential Buildout at Dawson Trails

| Type | Square Footage (SF) |
|---|---|
| Retail (Grocery, Mercantile, Restaurant, Lodging) | 900,000 |
| Office | 800,000 |
| Flex Space (Office, Light Industrial) | 1,500,000 |
| **Total** | **3,200,000** |

Figure 1C: Irrigation Buildout at Dawson Trails

| Type | Area (SF) | Area (Acres) |
|---|---|---|
| Individual Residential Lots | 4,917,924 | 112.90 |
| Residential Neighborhoods | 7,568,986 | 173.76 |
| Multifamily | 500,940 | 11.50 |
| Commerce Areas | 1,276,744 | 29.31 |
| Neighborhood Parks and Open Space | 8,311,248 | 190.80 |
| Public Land Dedication Areas | 7,383,420 | 169.50 |
| Right of Way Areas | 1,947,132 | 44.70 |
| **Total** | **31,906,393** | **732.47** |

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# Residential Domestic (Indoor) Analysis

**Residential Domestic Usage**

To determine accurate domestic water usage rates for the residential portion of Dawson Trails using the prescribed DTWEP, AquaSan first examined the relationship between domestic water consumption and different home efficiencies, as well as the influences of occupancy on daily usage. This information is characterized in the 2011 report, Analysis of Water Use in New Single Family Homes.[1] In this study, domestic water consumption was analyzed in four different single family home types, which included:

- EPA Retrofit: standard single family residences that were retrofitted with high-efficiency appliances and fixtures.
- REUWS: standard single family residences built in the mid 1990's and monitored in the AWWA Research Foundation's 1999 report, Residential End Uses of Water.[2]
- New Homes: standard single family residences built after January 1, 2001.
- HE New Homes: standard single family residences built with appliances and fixtures equal to WaterSense Program Guidelines Version 1.0. The WaterSense guidelines reviewed in this study for indoor uses serve as the most accurate comparison of the four home types to the Dawson Trails residences following the DTWEP.

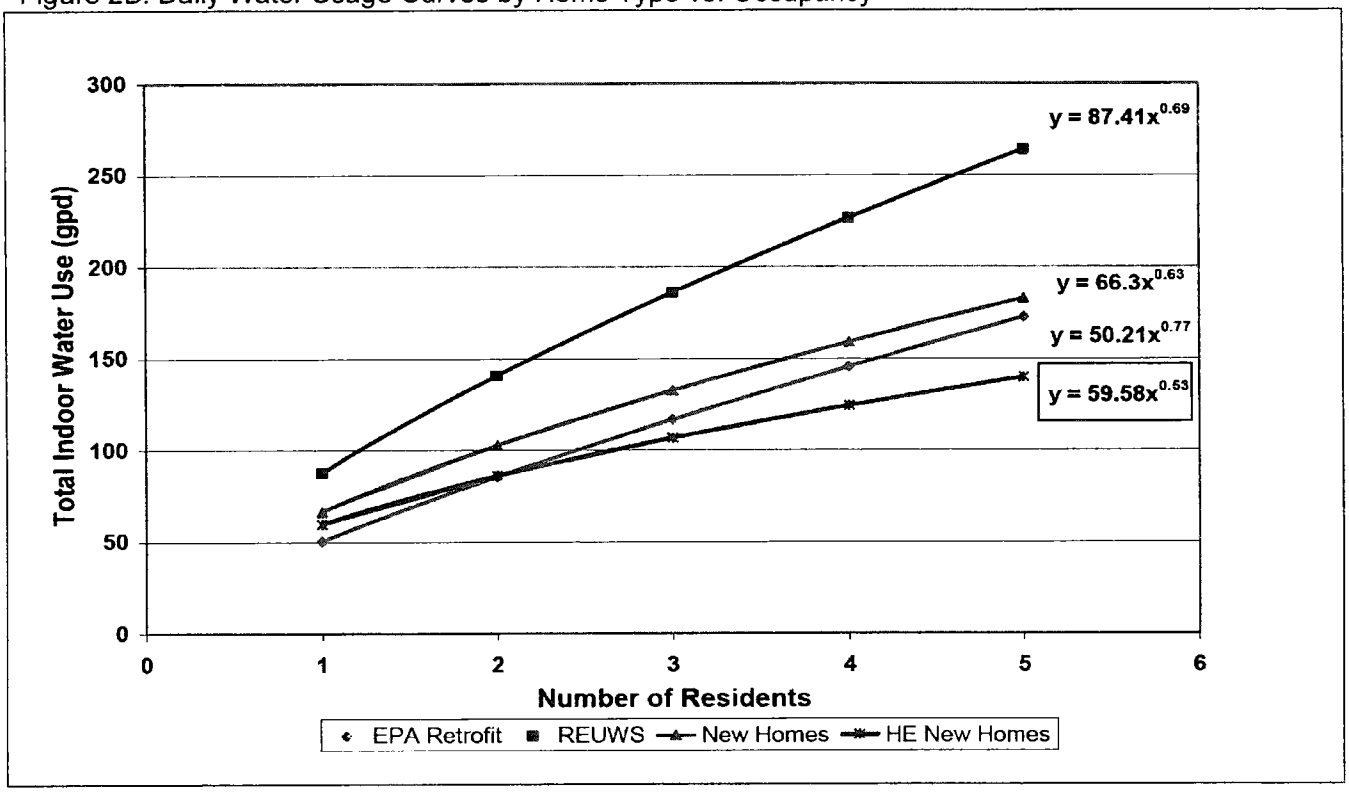
The four residential home types observed in this study are shown in Figures 2A and 2B, which disaggregate their daily water usage as it relates to their occupancy. It should also be noted that the end uses of domestic water in single family homes and multifamily homes do not differ significantly, and the values below apply to both residential applications under this capacity:

Figure 2A: Daily Water Usage by Home Type vs. Occupancy

| Number of Residents | EPA Retrofit (Gal/Day) | REUWS (Gal/Day) | New Homes (Gal/Day) | HE New Homes (Gal/Day) |
|---|---|---|---|---|
| 1 | 50.21 | 87.41 | 66.30 | 59.58 |
| 2 | 85.62 | 141.02 | 102.60 | 86.03 |
| 3 | 117.00 | 186.54 | 132.46 | 106.65 |
| 4 | 146.01 | 227.50 | 158.79 | 124.22 |
| 5 | 173.38 | 265.37 | 182.75 | 139.82 |

[1] DeOreo, William B. "Analysis of Water Use In New Single-Family Homes." Aquacraft, Inc. Water and Engineering Management, 2011.
[2] Mayer, Peter W. *Residential End Uses of Water*. AWWA Research Foundation and American Water Works Association, 1999.

Figure 2B: Daily Water Usage Curves by Home Type vs. Occupancy




Figures 2A and 2B reveal the significant impacts that water saving efforts have achieved for residences, such as the 1992 Energy Policy Act and the continued development of high-efficiency water appliances and fixtures. These data also demonstrate the relationships between the GCD and occupancy, which are displayed below in Figure 2C:

Figure 2C: Daily Water Usage per Capita by Home Type

| Number of Residents | EPA Retrofit (GCD) | REUWS (GCD) | New Homes (GCD) | HE New Homes (GCD) |
|---|---|---|---|---|
| 1 | 50.21 | 87.41 | 66.30 | 59.58 |
| 2 | 42.81 | 70.51 | 51.30 | 43.01 |
| 3 | 39.00 | 62.18 | 44.15 | 35.55 |
| 4 | 36.50 | 56.88 | 39.70 | 31.06 |
| 5 | 34.68 | 53.07 | 36.55 | 27.96 |

As seen above, each additional capita per residence results in an overall decrease in the GCD. This correlation is extremely important to understand because it allows AquaSan to define a more accurate GCD for residences based on occupancy rates, instead of using a generalized value for all units. As it relates to Dawson Trails, the HE New Homes curve (with equation $y = 59.58x^{0.53}$) provides the most comparable GCD values to the Project following the DTWEP. With the water consumption defined at differing occupancy rates under the HE New Homes curve, AquaSan must now determine the expected occupancy for the different residential products to assess the domestic usage.

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**Residential Occupancy**

Based on current data obtained from the Town of Castle Rock (Town), residences average 2.90 persons per household, with 2-bedroom single family homes averaging 2.34 persons per home and 3-bedroom single family homes 3.04 persons per home based on metered sewer data.[3] In order to define per bedroom occupancy rates for unit types outside of these measured parameters, AquaSan reviewed data collected from the Residential Energy Consumption Survey (RECS) and presented in the EPA's WaterSense Technical Evaluation Process for Approving Home Certifications Methods.[4] The occupancy equations derived from the RECS are shown below and calculated for the differing multifamily and single family home sizes based on their number of bedrooms in Figure 3:

- *Multifamily Occupants = 1.49 + (0.45 * Number of bedrooms per unit)*
- *Single Family, Townhome, and Duplex Occupants = 1.09 + (0.54 * Number of bedrooms)*

Figure 3: Multifamily, Single Family, Townhome, and Duplex Occupancy Based on Number of Bedrooms

| Type of Residence | Studio Occupancy | 1-Bedroom Occupancy | 2-Bedroom Occupancy | 3-Bedroom Occupancy | 4-Bedroom Occupancy | 5-Bedroom Occupancy |
|---|---|---|---|---|---|---|
| Multifamily | 1.49 | 1.94 | 2.39 | 2.84 | 3.29 | 3.74 |
| Single Family, Townhome, Duplex | 1.09 | 1.63 | 2.34[5] | 3.04[6] | 3.25 | 3.79 |

**Daily Demands**

By applying the residential occupancy rates observed by the Town and in the RECS to the HE New Home curve equation, AquaSan has an objective evaluation of the occupancy and subsequent water usage for the different residential products based on their bedroom counts. These domestic consumption values are calculated below:

Water Usage Equation

- *HE New Homes equation: $y = 59.58x^{0.53}$*
- *y = Daily Usage (gal)*
- *x = Expected Occupancy (capita)*

Multifamily

- *Studio Daily Domestic Usage (gal): $(59.58) * (1.49)^{0.53} = 73.60$ gal/day*
- *1-Bedroom Daily Domestic Usage (gal): $(59.58) * (1.94)^{0.53} = 84.65$ gal/day*
- *2-Bedroom Daily Domestic Usage (gal): $(59.58) * (2.39)^{0.53} = 94.55$ gal/day*
- *3-Bedroom Daily Domestic Usage (gal): $(59.58) * (2.84)^{0.53} = 103.60$ gal/day*
- *4-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.29)^{0.53} = 112.00$ gal/day*
- *5-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.74)^{0.53} = 119.87$ gal/day*

Single Family, Townhome, and Duplex

- *Studio Daily Domestic Usage (gal): $(59.58) * (1.09)^{0.53} = 62.36$ gal/day*
- *1-Bedroom Daily Domestic Usage (gal): $(59.58) * (1.63)^{0.53} = 77.19$ gal/day*
- *2-Bedroom Daily Domestic Usage (gal): $(59.58) * (2.34)^{0.53} = 93.49$ gal/day*
- *3-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.04)^{0.53} = 107.40$ gal/day*
- *4-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.25)^{0.53} = 111.28$ gal/day*
- *5-Bedroom Daily Domestic Usage (gal): $(59.58) * (3.79)^{0.53} = 120.72$ gal/day*

[3] https://www.towncharts.com/Colorado/Housing/Castle-Rock-town-CO-Housing-data.html
[4] EPA WaterSense, "WaterSense Technical Evaluation Process for Approving Home Certification Methods, Version 1.0," EPA WaterSense, 2021, https://www.epa.gov/sites/default/files/2021-02/documents/watersense_final_technical_evaluation_process_for_home_certification_v1.0.pdf
[5] Value provided by Castle Rock Water on March 23, 2022
[6] Value provided by Castle Rock Water on March 23, 2022

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**Dawson Trails Yearly Residential Domestic Water Budget**

Using the values calculated above, AquaSan can now determine the yearly residential domestic water budgets for Dawson Trails under its multifamily, single family, townhome, and duplex product types. These yearly consumption values (rounded up to the nearest thousand) are calculated in the "Residential Domestic Usage" Tab of Appendix 1 and summarized below in Figures 4A – 4B:

Figure 4A: Dawson Trails Domestic Water Budget – Multifamily

| Type | Domestic Water Budget (Gal/Unit/Year) |
|---|---|
| Studio | 27,000 |
| 1-Bedroom | 31,000 |
| 2-Bedroom | 35,000 |
| 3-Bedroom | 38,000 |
| 4-Bedroom | 41,000 |
| 5-Bedroom | 44,000 |

Figure 4B: Dawson Trails Domestic Water Budget – Single Family, Townhome, and Duplex

| Type | Domestic Water Budget (Gal/Unit/Year) |
|---|---|
| Studio | 23,000 |
| 1-Bedroom | 29,000 |
| 2-Bedroom | 35,000 |
| 3-Bedroom | 40,000 |
| 4-Bedroom | 41,000 |
| 5-Bedroom | 45,000 |

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## Nonresidential Domestic (Indoor) Analysis

**Nonresidential Domestic Water Usage**

In addition to the 5,850 residential units, Dawson Trails will also develop 3,200,000 SF of nonresidential space primarily in the form of retail, office, and flex space end uses. As nonresidential water consumption varies significantly across the different sectors, AquaSan reviewed aggregated data published across several end use studies including:

- 2012 Commercial Buildings Energy Consumption Survey: Water Consumption in Large Buildings Summary by the U.S. Energy Information Administration (EIA).
- Benchmarking Task Force Collaboration for Industrial, Commercial and Institutional Water Conservation by the Colorado WaterWise Council (CWWC).
- Commercial and Institutional End Uses of Water by the AWWA Research Foundation (AWWA).
- Developing Water Use Metrics for the Commercial and Institutional Sectors with focus on Aurora Water and Colorado Springs Utilities data by the Water Research Foundation (WRF-AW and WRF-CSU).

The average water usage per SF concluded in these studies is detailed below in Figure 5:

Figure 5: Average Annual Water Use per SF in Nonresidential Buildings[7][8][9][10]

| Type | EIA (Gal/SF/Year) | CWWC (Gal/SF/Year) | AWWA (Gal/SF/Year) | WRF-AW (Gal/SF/Year) | WRF-CSU (Gal/SF/Year) |
|---|---|---|---|---|---|
| Grocery | - | - | 55.3 | - | - |
| Mercantile | 12.2 | - | - | 7.8 | 6.7 |
| Restaurant | - | 192.0 | 306.0 | 159.9 | 135.1 |
| Lodging | 44.5 | 120.0 | 72.6 | 55.5 | 62.9 |
| Office | 14.5 | - | 14.2 | 9.6 | 7.0 |
| Industrial | 3.3 | - | - | - | 4.6 |

**Monte Carlo Simulation**

To model an encompassing value that represents each of these studies, a projection analysis tool known as a Monte Carlo Simulation was performed on the average water usage calculated from each dataset. The purpose of a Monte Carlo Simulation is to model the probability of results (in this case, annual water consumption per SF) while accounting for risk and uncertainty in the recorded values. The simulations were conducted with 100,000 iterations of randomly generated numbers following the average consumption under the different nonresidential sectors and reviewed at the 75th percentile to account for the efficient fixtures, appliances, and management practices required in the DTWEP. The results of these simulations are displayed below in Figures 6A and 6B:

[7] U.S. Energy Information Administration. "2012 Commercial Buildings Energy Consumption Survey: Water Consumption in Large Buildings Summary." U.S. Energy Information Administration, 2017. https://www.eia.gov/consumption/commercial/reports/2012/water/
[8] The Brendle Group, Inc. "Benchmarking Task Force Collaboration for Industrial, Commercial & Institutional Water Conservation," Colorado Water Wise Council, 2007.
[9] Dziegielewski, Benedykt, et al. *Commercial and Institutional End Uses of Water*. AWWA Research Foundation and American Water Works Association, 2000.
[10] Fedak, Rebecca, et al. *Developing Water Use Metrics for the Commercial and Institutional Sectors*. The Water Research Foundation, 2019.

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Figure 6A: Simulated Histograms of Water Use per SF in Nonresidential Buildings

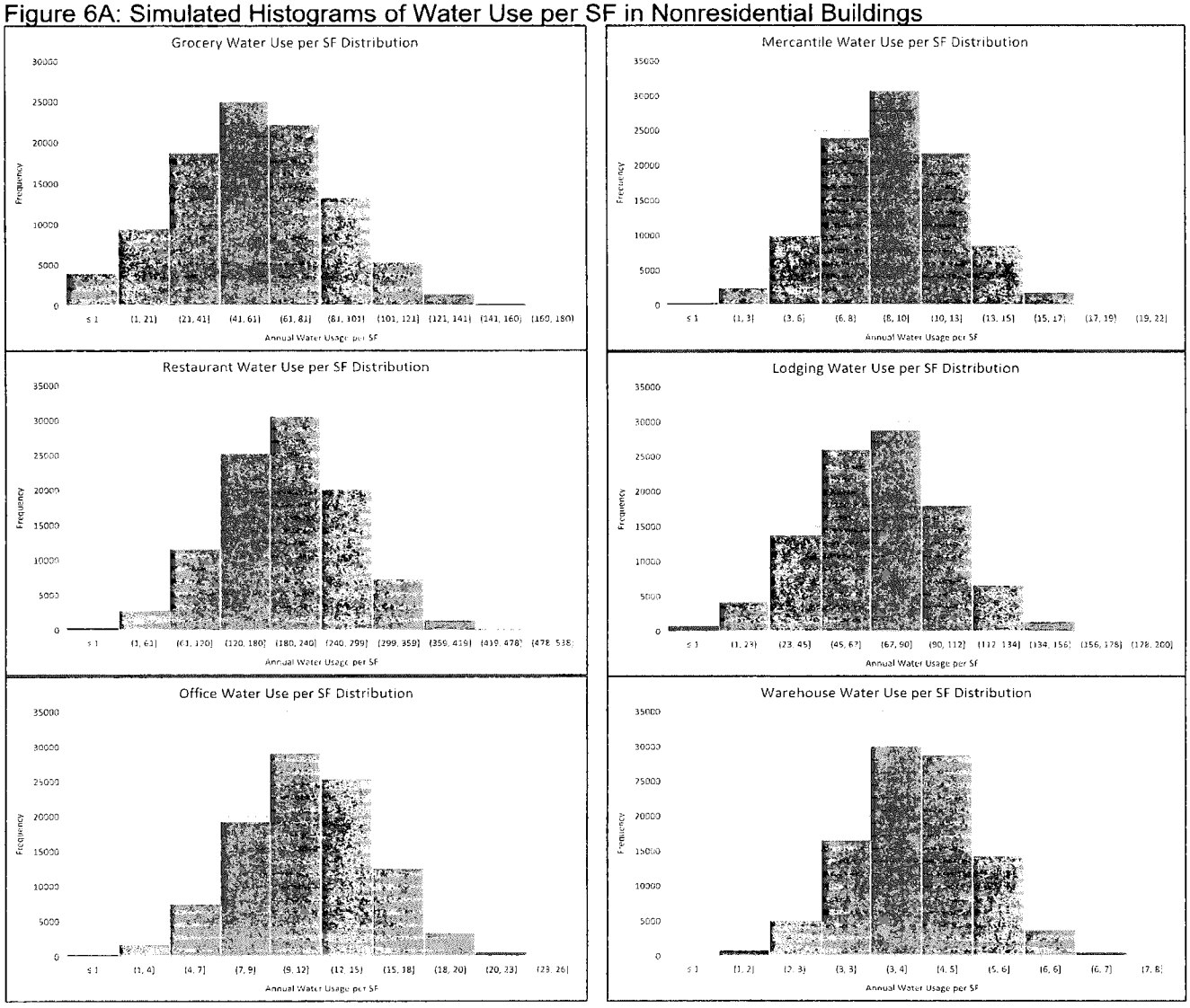



Figure 6B: Simulated Water Use per SF in Nonresidential Buildings at the 75th Percentile

| Type | Average (Gal/SF/Year) | Standard Deviation (Gal/SF/Year) | 75th Percentile (Gal/SF/Year) |
|---|---|---|---|
| Grocery | 55.3 | 31.1 | 76.3 |
| Mercantile | 8.9 | 2.9 | 10.8 |
| Restaurant | 198.3 | 75.5 | 249.9 |
| Lodging | 71.1 | 29.2 | 90.6 |
| Office | 11.3 | 3.7 | 13.8 |
| Industrial | 4.0 | 0.9 | 4.6 |

As demonstrated from the simulations, the Monte Carlo method is useful in providing an overarching representation of possible water consumption when using risk-generated flow data derived from the mean and standard deviation of the end use studies used in determining their water use per SF. As AquaSan is examining various uses from different buildings, it is important that these predictive analytics are used to establish a relative value for each nonresidential building type. Using the results from these simulations at the 75th percentile, AquaSan is now able to determine the water usage per SF at Dawson Trails' nonresidential buildings.

**Dawson Trails Yearly Nonresidential Domestic Water Budget**

Base on the values (rounded up to the nearest one) calculated above, the yearly consumption values for the nonresidential product types are determined in the "Nonresidential Usage" tab of Appendix 1 and summarized below in Figure 7:

Figure 7: Dawson Trails Domestic Water Budget – Nonresidential

| Type | Domestic Water Budget (Gal/SF/Year) |
|---|---|
| Retail (Grocery) | 77.00 |
| Retail (Mercantile) | 11.00 |
| Retail (Restaurant) | 250.00 |
| Retail (Lodging) | 91.00 |
| Office | 14.00 |
| Flex Space (Light Industrial) | 5.00 |

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# Irrigation Analysis

## Irrigation Usage

Outdoor water usage is primarily based on irrigation design, total landscaped area, landscape type, and weather. As currently estimated, Dawson Trails will provide approximately 732.47 acres of irrigable area categorized under several different landscape types. Norris Design has completed the irrigation water budgets based on a standardized gallons per square-foot per year determination for each product type that aligns with the Town's Landscape and Irrigation Criteria Manual. The conversions rates established from the Town and resulting water budgets are detailed below in Figures 8A-8D:

## Dawson Trails Yearly Irrigation Water Budget

Figure 8A: Dawson Trails Hydrozone Conversion

| Type | Irrigation Water Budget (Inches/SF/Year) | Irrigation Water Budget (Gallons/SF/Year) |
|---|---|---|
| Moderate Hydrozone (Turf) | 19.00 | 11.84 |
| Moderate Hydrozone (Non-Turf) | 15.00 | 9.35 |
| Low Hydrozone / ColoradoScape | 10.00 | 6.23 |
| Very Low Hydrozone / ColoradoScape | 5.00 | 3.12 |

Figure 8B: Dawson Trails Irrigation Water Budget – Residential

| Type | Irrigation Water Budget (Gallons/SF/Year) |
|---|---|
| Multifamily (Passive Use Areas) | 10.50 |
| Multifamily (Common Areas) | 6.00 |
| Single Family, Townhome, Duplex | 8.50 |

Figure 8C: Dawson Trails Irrigation Water Budget – Nonresidential

| Type | Irrigation Water Budget (Gallons/SF/Year) |
|---|---|
| Retail (Grocery) | 8.00 |
| Retail (Mercantile) | 8.00 |
| Retail (Restaurant) | 8.00 |
| Retail (Lodging) | 8.00 |
| Office | 8.00 |
| Flex Space (Light Industrial) | 8.00 |

Figure 8D: Dawson Trails Domestic Water Budget – Parks, Open Space, PLD, and ROW[11]

| Type | Irrigation Water Budget (Gallons/SF/Year) |
|---|---|
| Neighborhood Parks* and Open Space** | 8.50 |
| Public Land Dedication Areas | 8.50 |
| Right of Way Areas | 6.00 |

**Parks: Assumes 30% Moderate Hydrozone, 70% Low / ColoradoScape and Very Low / ColoradoScape Hydrozone*

***Open Space: Assumes 10% Moderate Hydrozone, 90% Low / ColoradoScape and Very Low / ColoradoScape Hydrozone*

[11] Residential neighborhoods will have attached walks, residential front landscape area will be irrigated by the residential domestic water system.

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## Summary

The data collected in this report are used to quantify the water demands in both the domestic and irrigation applications for Dawson Trails. These projections have been validated by AquaSan and Norris Design in support of determining a water budget for Dawson Trails as part of the DTWEP – a summary of these demands based on the estimated buildout is shown below in Figure 9:

Figure 9: Dawson Trails Water Consumption Estimation

| Water Demand Measurement | Estimated Consumption (Gal/Year) | Estimated Consumption (Acre-Feet/Year) |
|---|---|---|
| Residential Domestic | | |
| Multifamily | 76,775,150 | 235.61 |
| Single Family, Townhome, Duplex | 141,432,700 | 434.04 |
| **Total** | **218,207,850** | **669.66** |
| Nonresidential Domestic | | |
| Retail (Grocery, Mercantile, Restaurant, Lodging) | 85,185,000 | 261.42 |
| Office | 11,200,000 | 34.37 |
| Flex Space (Office, Light Industrial) | 10,200,000 | 31.30 |
| **Total** | **106,585,000** | **327.10** |
| Irrigation | | |
| Individual Residential Lots | 44,609,002 | 136.90 |
| Residential Neighborhoods | 47,704,586 | 146.40 |
| Multifamily | 3,747,287 | 11.50 |
| Commerce Areas | 9,254,168 | 28.40 |
| Neighborhood Parks and Open Space | 45,716,895 | 140.30 |
| Public Land Dedication Areas | 52,983,373 | 162.60 |
| Right of Way Areas | 9,742,945 | 29.90 |
| **Total** | **213,758,256** | **656.00** |

| | | |
|---|---|---|
| **Grand Total Water** | **538,551,106** | **1,652.75** |

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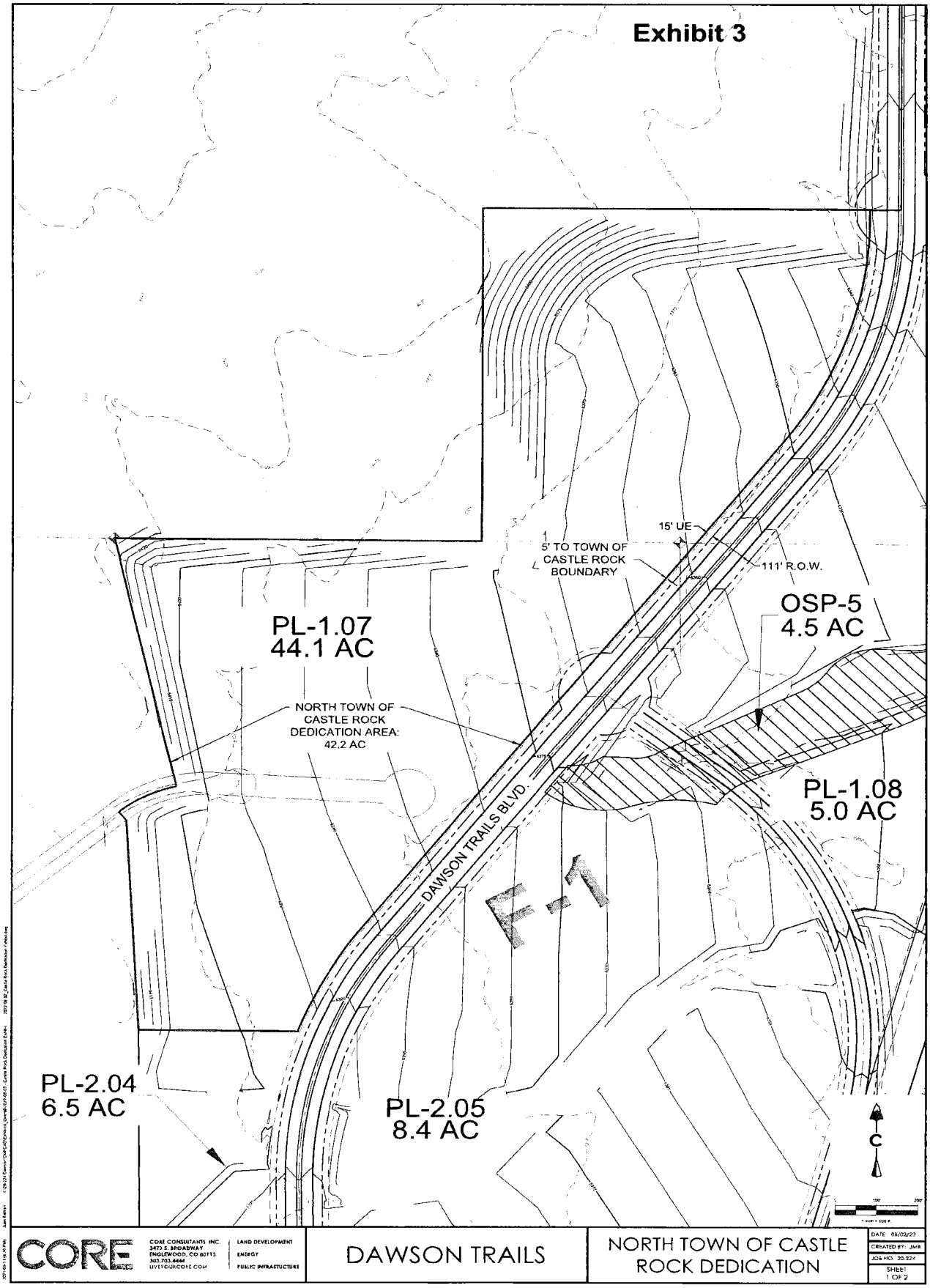
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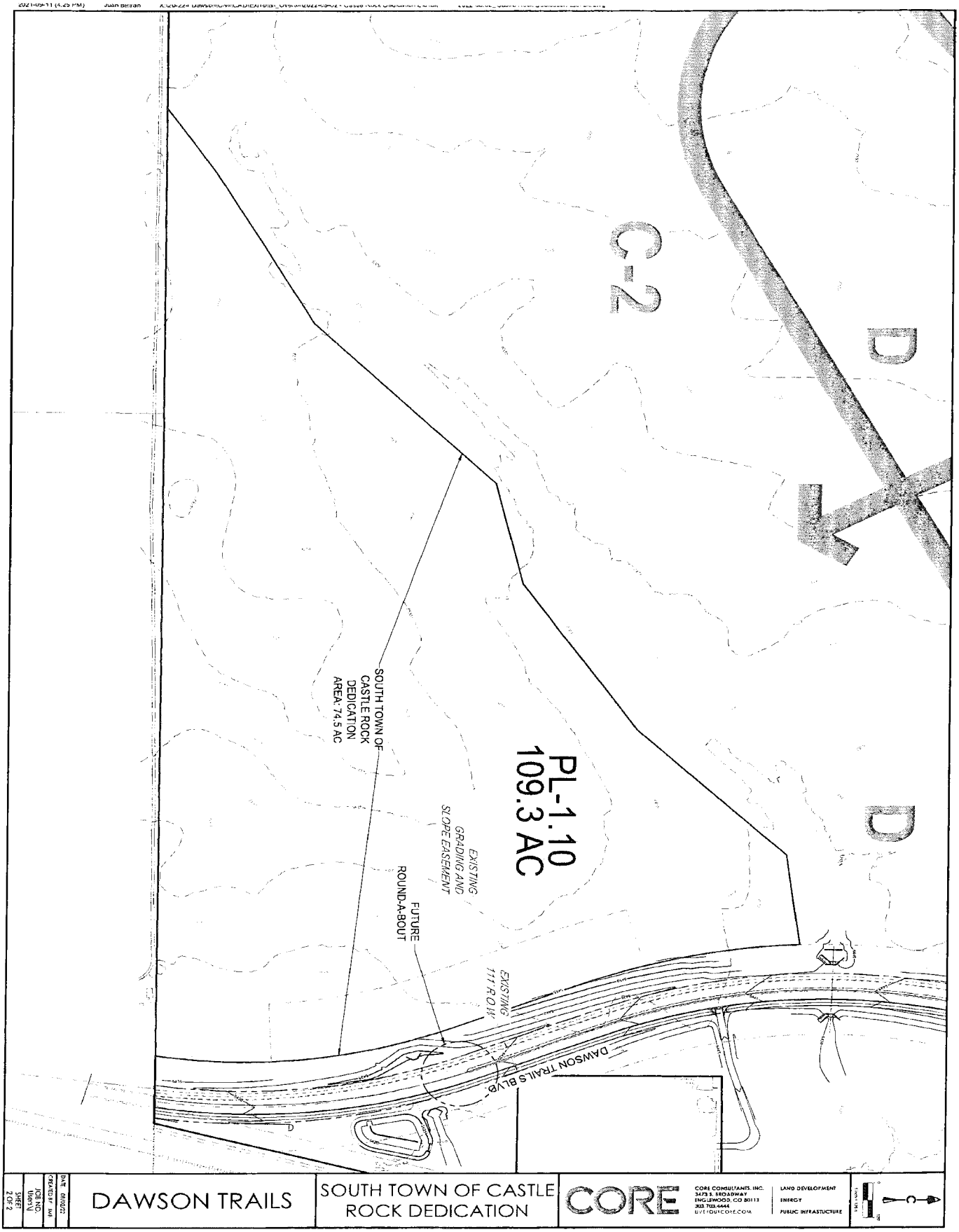
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https://www.towncharts.com/Colorado/Housing/Castle-Rock-town-CO-Housing-data.html


Exhibit 3
15' UE
5' TO TOWN OF CASTLE ROCK BOUNDARY
111' R.O.W.
PL-1.07
44.1 AC
OSP-5
4.5 AC
NORTH TOWN OF CASTLE ROCK DEDICATION AREA: 42.2 AC
PL-1.08
5.0 AC
DAWSON TRAILS BLVD.
F-1
PL-2.04
6.5 AC
PL-2.05
8.4 AC
C
CORE
CORE CONSULTANTS INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LIVEYOURCORE.COM
LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTRUCTURE
DAWSON TRAILS
NORTH TOWN OF CASTLE ROCK DEDICATION
DATE 08/02/22
CREATED BY: JMB
JOB NO. 20-224
SHEET 1 OF 2


C-2
PL-1.10
109.3 AC
SOUTH TOWN OF CASTLE ROCK DEDICATION AREA: 74.5 AC
EXISTING GRADING AND SLOPE EASEMENT
FUTURE ROUND-A-BOUT
EXISTING 111 ROW
DAWSON TRAIL S BLVD
DAWSON TRAILS
SOUTH TOWN OF CASTLE ROCK DEDICATION
CORE
CORE CONSULTANTS, INC.
3473 S. BROADWAY
ENGLEWOOD, CO 80113
303.703.4444
LAND DEVELOPMENT
ENERGY
PUBLIC INFRASTUCTURE

TOWN OF
CASTLE ROCK
COLORADO

# CERTIFICATION OF COPY OF RECORD

State of Colorado )
) ss
County of Douglas )

I, Lisa Anderson, Town Clerk of the Town of Castle Rock, in said county and state, do hereby certify that on September 13, 2022, I carefully compared with the original executed document the attached copy of that document of the Town of Castle Rock, Ordinance No. 2022–018, any Exhibits I now hold in my possession. They are complete, full, true, and exact copies of the document they purport to reproduce.

Given under my hand and official seal this 13th day of September, 2022.

(seal) TOWN OF CASTLE ROCK ★ SEAL ★ APRIL 14, 1881 ★ COLORADO ★

Lisa Anderson
Town Clerk
Town of Castle Rock
100 Wilcox Street
Castle Rock, CO 80104

# DAWSON TRAILS DEVELOPMENT AGREEMENT AMENDMENT

TOWN COUNCIL
JANUARY 20, 2026

TOWN OF CASTLE ROCK
COLORADO

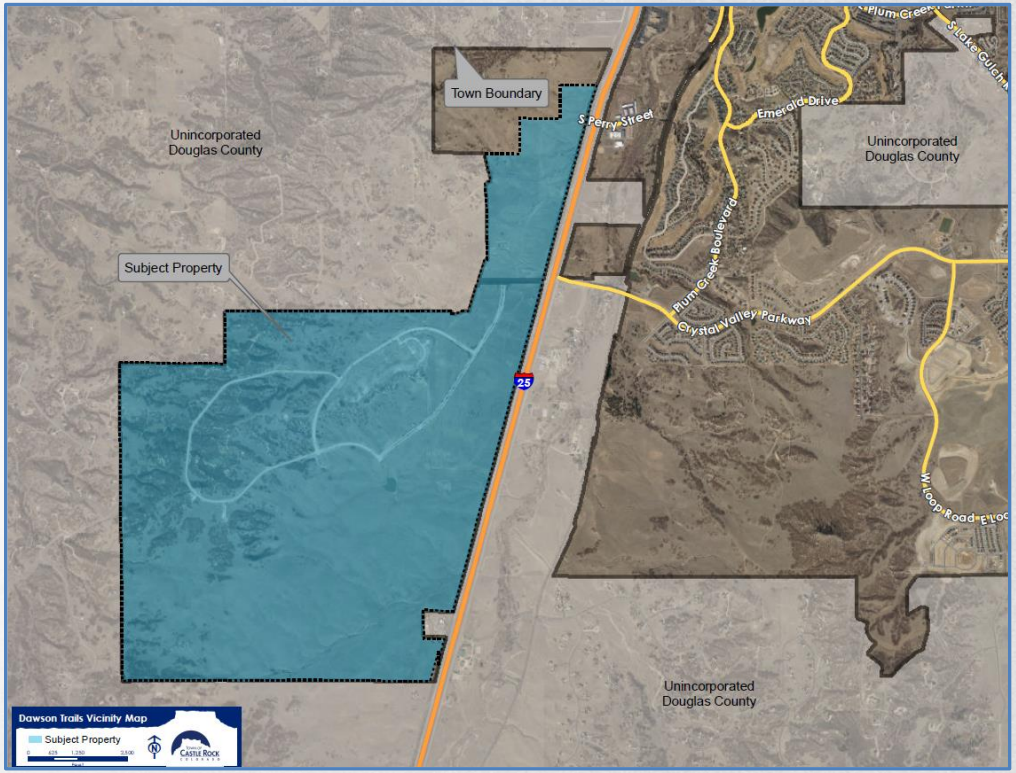
# DAWSON TRAILS PD

**History of Entitlements:**

- Castle Rock Ranch PD - 1984
- Westfield Trade Center PD – 1986, 1989
- Dawson Ridge PD - 1986
- Dawson Trails PD - 2022
  - 5,850 residential units
  - 3.2M square feet non-residential uses

Development Agreement:

- Contractual Agreement between Developer and Town laying out obligations and responsibilities related to development
  - ✓ Metro District paid $50M toward CVI



# DEVELOPMENT AGREEMENT AMENDMENT

**Residential Rear Yard Landscaping**



Current Agreement:

- Limits landscaping in residential rear yard to builder installation only

Amendment Proposed:

- Allows rear yard landscaping in residential areas to be installed either by the builder or the homeowner

CR Water has not seen water savings with building installed rear yards vs homeowner installed. Builder is still obligated to design. Allowing owner installation aligns with Town-wide policy related to rear yard landscaping.

# DEVELOPMENT AGREEMENT

**Building Permits related to Interchange opening**

Current Agreement:

- Allows up to 500 residential permits and occupancy if Dawson Trails North is built prior to CVI being opened

- Only allows Costco building permit to go vertical ahead of CVI being opened, **no occupancy** until CVI opened

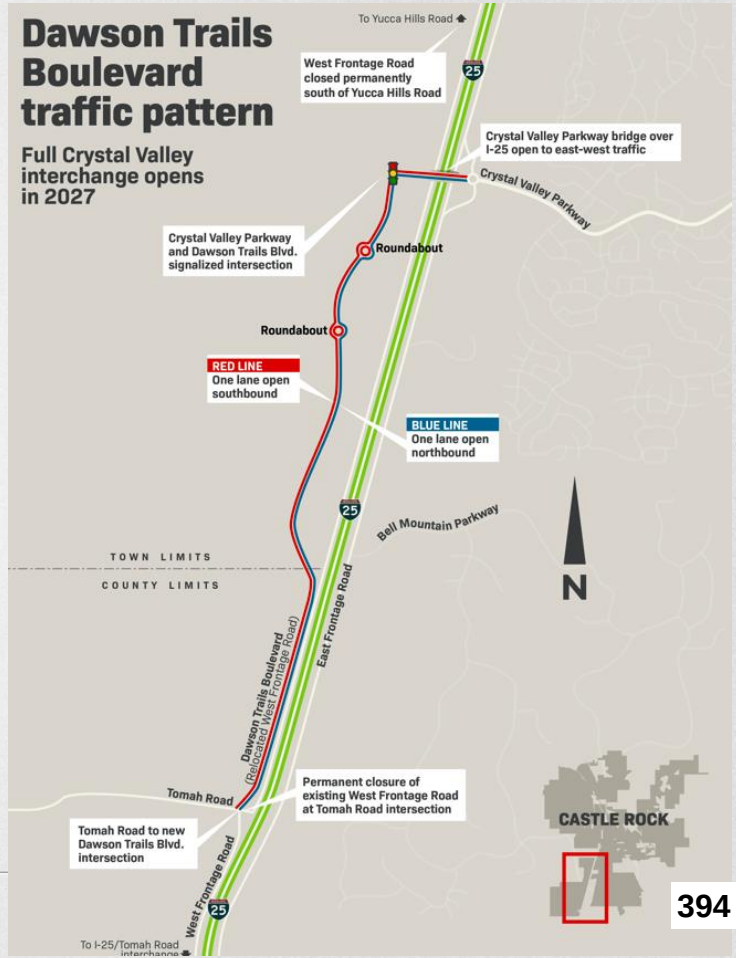


# DEVELOPMENT AGREEMENT AMENDMENT

Proposed Amendment:

- Allows up to 1,500 residential units to receive vertical building permits and occupancy prior to CVI opening; and

- Allows commercial building permits to be issued prior to CVI opening, while continuing to prohibit commercial occupancy until CVI is open to the public.



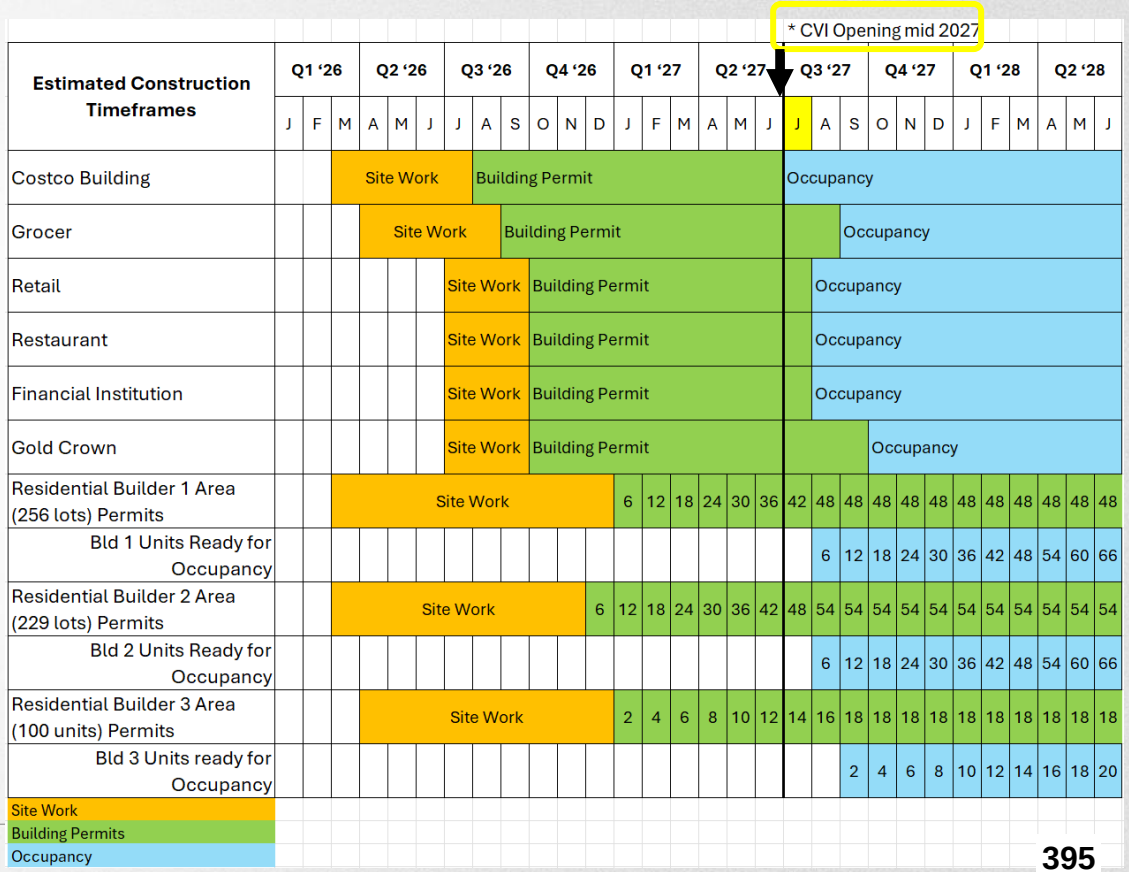
# ESTIMATED CONSTRUCTION SCHEDULES

Site infrastructure construction needed prior to building permits:

- Water, sewer, drainage, roadways, etc..

CVI planned for opening mid 2027

- Residential occupancy anticipated Q3 of 2027
- Commercial occupancy likely ready Q3 2027, however limited to CVI opening



# RECOMMENDATION

Staff recommends approval of the Dawson Trails Development Agreement Amendment No. 1.

# PROPOSED MOTIONS

**Approval:**

*"I move to approve the Ordinance as introduced by title on first reading."*

**Alternative Motions**

**Approval with Conditions**

*"I move to approve the Ordinance as introduced by title, with the following conditions:"* (list conditions)

**Continue item to next hearing (need more information to make decision)**

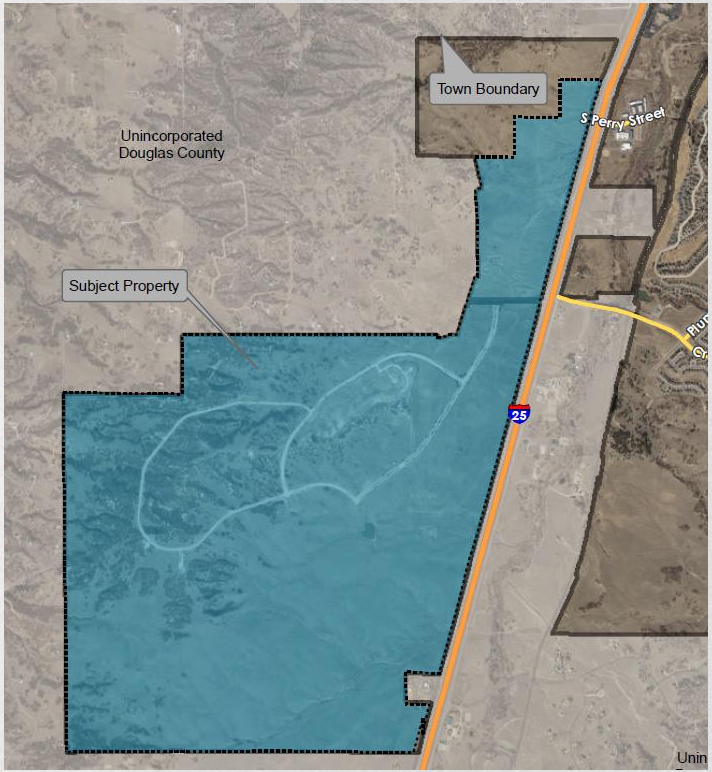
*"I move to continue this item to the Town Council meeting on [date], 2026, at [time]."*

# QUESTIONS?

# DAWSON TRAILS PLANNED DEVELOPMENT

**The Dawson Trails PD rezones the Dawson Ridge PD and a portion of the Westfield Trade Center PD resulting in:**

- 748 acres of Open Space: **202% increase**
- 5,850 Dwelling Units: **26% decrease**
- 2,400 High Density Units: **56% decrease**
- 3.2 million sq. ft. Comm/Office/Retail: **82% decrease**
- 228 acres of Public Land: **2% increase**
- 250 ft - 1,506 ft Buffers: **150% - 1,406 % increase**
- $50 M toward Crystal Valley Interchange
- 5 mils in Metro District Regional mil levy
- Critical Roadway Connections (west side frontage)



# DEVELOPMENT AGREEMENT

**Water:**

Castle Rock Water long term plan includes renewable water for original zoning

- Dedication of all groundwater rights to the Town, converted to water credit
- No lots can be platted for development without appropriate water credits
- Dedication of land to the Town for future water wells and plant
  - On east side of property
  - Not planned for current use
- Water System Improvements
  - “Green Zone” Tank to serve western portion of development
  - Area will not be graded/developed until water system in place to serve this area

# DEVELOPMENT AGREEMENT

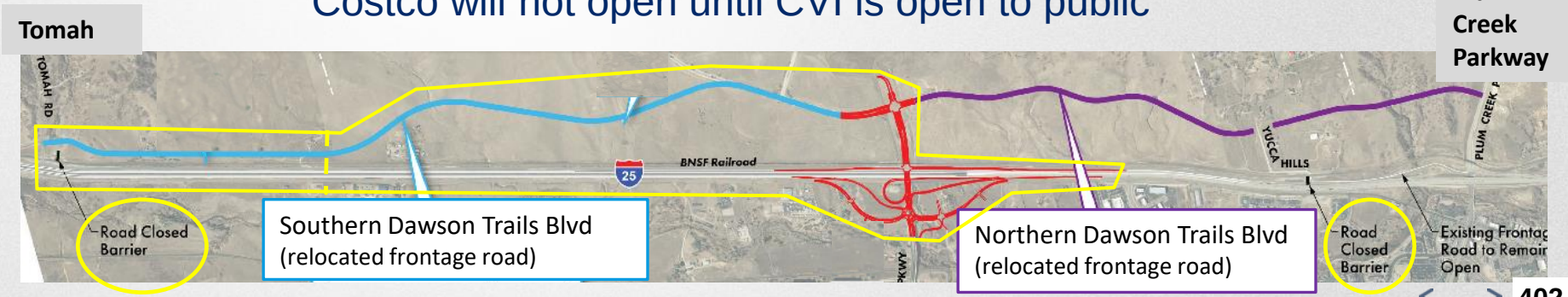
**Water:**

- Water Efficiency Plan:
  - Most stringent in the Town
  - Residential
    - Front yards – Coloradoscape/xeric with no turf
    - Backyards limited to 500 sqft turf maximum
  - Commercial – No irrigated turf in landscaping
  - Multi-family – Turf limited to outdoor amenity areas such as picnic areas
  - Require water efficient fixtures in homes and businesses
  - If Town Code requires stricter conservation requirements in future – Dawson Trails must comply with the stricter requirements

# DEVELOPMENT AGREEMENT

## Transportation:

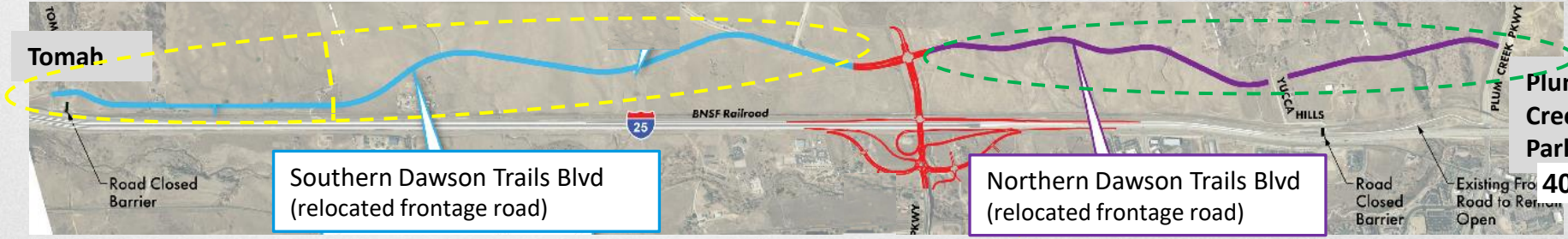
- Crystal Valley Interchange (CVI)
  - Est. project cost at $118 M include red and blue areas below
    - Dawson Trails $50 million contribution toward CVI
    - $50 M may increase up to $68 M if not paid by March 1, 2023
    - No building permits until CVI contribution is paid
    - No building permits until CVI is opened, with exception:
      - Costco permit to be issued prior to CVI being opened, Costco will not open until CVI is open to public



# DEVELOPMENT AGREEMENT

## Transportation continued:

- Southern Dawson Trails Boulevard - blue
  - First two lanes part of CVI project
  - Development obligated for additional lanes to full buildout per phasing plan
  - Connect to County's portion south of property to Tomah Road
- Northern Dawson Trails Boulevard - purple
  - Extension to Plum Creek Parkway
    - First 2 lanes at 25,000 vpd on west side CVI
    - Remaining 2 lanes when 12,000 vpd
    - Construction may occur earlier, however not before CVI is underway
    - If constructed prior to CVI being open, 500 residential units allowed



# DEVELOPMENT AGREEMENT

**Other DA obligations:**

- Existing infrastructure (roads, water, sanitary sewer, stormwater, etc.)
  - Most to be removed, will not be put in use
- Fire Station land dedication and $4 million contribution toward station/equipment
- Wildfire Urban Interface Assessment and Mitigation of public land dedication
- Emergency Vehicle Access to Douglas County subdivision Keene Ranch
- Redesigned entrance to Twin Oaks to discourage traffic and EVA
- Mobility Hub land dedication

# DEVELOPMENT AGREEMENT

**Other DA obligations:**

- Dedication of two large public land areas early, with remainder to come at time of adjacent development plats
- Metro Districts to collect new “Regional Mill Levy” of 5 mills, remitted to the Town
- Development Suspension clause, if construction of less than $500,000 in infrastructure and no building permits in 10 years
- Vested Property Rights for 30 years, per the Colorado Vested Property Rights law. Town Council may approve a one time 10 year extension.

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 12. **File #:** DIR 2026-001

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

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

**From:** Kristin Read, Assistant Town Manager

**Discussion/Direction: America 250 - Colorado 150 Grants**

## Executive Summary

In October, the Town launched two grant opportunities associated with the celebration of America 250 - Colorado 150 - Service Contract Partner and Community Organization grants. Applications for those programs closed December 19.

The purpose of this agenda item is to provide information and recommendations relative to the applications received. A third program, providing Neighborhood Grants, also recently launched. Those awards will be processed administratively.

## Discussion

### Service Contract Partner Grants

The America 250 - Colorado 150 Service Contract Grant program aims to enhance the great lineup of events and initiatives brought to the community each year by the Town's service contract partners: the Castle Rock Chamber of Commerce, Castle Rock Economic Development Council, Castle Rock Historical Society/Museum, Castle Rock Senior Center, Douglas County Community Foundation, Douglas County Housing Partnership, Douglas County Youth Initiative, Downtown Development Authority and Downtown Merchants Association.

The Town encouraged these entities to pursue these funds to find unique and creative ways to celebrate America and Colorado with the community that go above and beyond their typical plans for community events and initiatives. Up to four grants of up to $15,000 each were envisioned via this program.

Four of the nine partner entities applied under this program - the Castle Rock Chamber of Commerce, the Douglas County Community Foundation, the Douglas County Housing Partnership and the Downtown Development Authority. Review their proposal letters in **Attachment A**. Staff is recommending awarding grants totaling $45,000 to the three entities that met the program's criteria

of celebrating America 250 - Colorado 150 and engaging Castle Rock residents in the celebration. Following is a high-level summary of the recommended requests:

***Chamber of Commerce***

Purpose of request: Fair Parade, Artfest and Starlighting enhancements

Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: Special prize, banners, floats and more in the parade, which 18,000 residents attend; special artworks, contests and music at Artfest, which 12,000 residents attend; and commemorative ornament giveaway for Starlighting attendees

*Douglas County Housing Partnership*

Purpose of request: storytelling and mural project

Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: local seniors will be invited to share stories, which will be translated into a mural at the Reyn Rock building at 403 Perry St., that will be unveiled with a community celebration

*Downtown Development Authority*

Purpose of request: light pole banners; red, white and blue flower boxes; and American and Colorado Flags

Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: all items will be highly visible to Downtown visitors throughout 2026

## Community Organization Grants

The Community Organization grants aim to get nonprofit organizations, homeowners associations and similar entities involved in the celebration of America 250 - Colorado 150. Castle Rock organizations were encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history, using three grants of up to $10,000 each.

Three groups applied under this program - the Rocky Mountain Wildlife Alliance, the Haven Home Owners Association and the Castle Rock Historical Society. Review their applications in **Attachment B**. Staff is recommending awarding grants to all three entities, totaling $22,021.

Following is a high-level summary of the applications:

*Rocky Mountain Wildlife Alliance*

Project description: provide 20 free community programs throughout Castle Rock during summer 2026, leading up to one larger event with a community partner for Independence Day and Colorado's 150th birthday. The events will feature live ambassador raptors - hawks, owls, falcons and a new bald eagle.

Amount of request: $10,000

*Haven Home Owners Association*

Project description: HavenFest neighborhood event with flag-making, a musical performance, food, games and more, estimated to be attended by 70 to 80 residents.

Amount of request: $2,200

*Castle Rock Historical Society*

Project description: collection of "mock-up" façades (replicas) of historic Castle Rock buildings from near 1876. The replicas will include the 1875 Cantril (First) Courthouse, the 1873 City Hotel (moved to Castle Rock in 1877) and a "Star Saloon." The replicas are planned as a foundational effort to build a replica of Castle Rock in the late 1800s, building on the 1981 celebration of the 100th anniversary of Castle Rock, in which a block of replica buildings was made and displayed on Wilcox Street. A skilled team will design and fabricate the replicas with lumber and plywood, scaling them to emulate the dimensions of the originals, with heights of approximately 8 to 12 feet. They would be ready in May 2026 for display at local America 250 - Colorado 150 festivities.

Amount of request: $9,821

## Budget Impact

Up to $90,000 has been allocated toward these two grant programs, and staff is recommending awards totaling $67,021.

## Staff Recommendation

Staff recommends awarding grants to six of the seven applicants as outlined herein.

## Proposed Motion

*"I move to approve grant awards as recommended in staff's memo."*

Alternative Motions
*"I move to approve the grant awards with the following changes:____."*
*"I move to continue this item to [date] to allow time for:_____."*

## Attachments

**Attachment A:** Service Contract Partner Requests
**Attachment B:** Community Organization Applications

To: Kristin Read, Assistant Town Manager, Town of Castle Rock
Re: Service Contract Partner Grant

On behalf of the Castle Rock Chamber, we greatly appreciate the opportunity to submit this request for the Service Contract Partner Grants supporting America 250–Colorado 150. We plan to utilize $15,000 funding in three focused Signature events to actively celebrate our history and community.

**Douglas County Fair Parade | July 25, 2026**
In addition to the traditional western theme, America 250-Colorado 150 will be featured for the event estimating 18,000 or more residents to attend. Participants are encouraged to incorporate 250/150 into their entry with bonus points awards in competition. Additionally, a special prize will be awarded to the entry for Best 250/150 Representation. A custom 250/150 banner will lead the parade, followed by the American Legion Honor Guard and a special Town Trolley entry carrying Town officials and long-term (50+ year) Castle Rock business leaders. The trolley will be decorated with themed signage recognizing both the celebration and it's distinguished passengers. Historic references and 250/150 acknowledgments will be included in announcements throughout the parade by the emcees. Logo recognition incorporated on all marketing materials and communications. A custom 250/150 banner also concludes the parade. Funding request: $3,000.

**Castle Rock ArtFest | September 12–13, 2026**
ArtFest to include 250/150 logo recognition on all marketing materials and communications, estimating more than 12,000 to attend. Professional participating artists would be invited to create one 250/150 themed piece of art with a special prize awarded to the 1st place winner. A dedicated booth in Festival Park will showcase DCSD student artwork centered around the 250/150 theme, with a special prize awarded to the 1st place winner. Themed take-home projects provided in the KidZone, and a kids 250/150 themed painting contest onsite with awards given to top 3 winners in multiple age groups. Featured band to play exclusively patriotic music during a 2–3-hour window on the main stage. Program also to include a presentation by a local historian. Funding request: $6,000.

**Castle Rock Starlighting | November 21, 2026**
Starlighting to incorporate 250/150 logo recognition on all marketing materials and communications. Verbal acknowledgements and recognition throughout event announcements on stage. The Chamber will give away a special 250/150 Castle Rock Starlighting ornament to attendees on a first-come basis at the event. Funding request: $6,000.

Thank you for your consideration.

**Lori Gerlits**
President & CEO, Castle Rock Chamber

Attn: Kristin Read
Town of Castle Rock
100 North Wilcox Street
Castle Rock, CO 80104-1907

Thank you for the opportunity to celebrate with you on your **America 250 & Colorado 150 Contract Partner Grants**. The Douglas County Community Foundation (DCCF) would greatly appreciate a grant in support of our second annual **Nonprofit Symposium**. In 2025 we launched what we feel aligned with our true purpose as community foundation in unifying and uplifting the nonprofit community of Douglas County and hosted our first annual Nonprofit Symposium. The event featured breakfast and lunch, a keynote speech by a nonprofit founder, as well as panels for guests to attend. Each panel was specific to an area of growth the nonprofits had request in a pre-event survey, Marketing, Sophisticated Philanthropy, and Funding Opportunities in Douglas County. We sold out the event at 100 seats and covered cost with thanks from multiple Castle Rock philanthropists. In 2026 we are hoping to further cultivate a strong and thriving nonprofit community by offering more panels and opportunities for learning, including growing the program to a larger venue. We have seen a significant impact the symposium had on the nonprofits who attended, including successful grant writing, earned financial support, and numerous benefits from one-on-one coaching sessions. Enabling a strong, vibrant and self-reliant nonprofit community signifies the independence of our nation and pioneer spirit Colorado is known for.

Douglas County Community Foundation is asking for $15,000 in support. The Town of Castle Rock will have the opportunity to select your level of engagement from a speaking role or volunteering to attending the various presentations. DCCF believes that when our nonprofit community thrives, the Town of Castle Rock and all of Douglas County thrives!

Thank you for your partnership with the Douglas County Community Foundation and we look forward to our continued success.

Best,

Kirsten Swanson-Moore
*Executive Director*
*Douglas County Community Foundation*

Douglas County Housing Partnership
9350 Heritage Hills Circle
Lone Tree, CO 80214
DouglasCountyHousingPartnership.org

December 19, 2025

David Corliss
Town Manager
100 N. Wilcox Street
Castle Rock, CO 80104

RE: Celebrating America 250 / Colorado 150 anniversaries in 2026

Dear Town Manager and Review Committee,

On behalf of Douglas County Housing Partnership (DCHP), a long-standing service contract partner with the Town of Castle Rock, we are pleased to submit this application for funding support for a special 2026 community project honoring America's 250th anniversary and Colorado's 150th anniversary.

**1. Project Description**

DCHP proposes ***Honoring Our Roots: Senior Stories in Castle Rock***, a senior-centered community engagement project designed to celebrate history, resilience, and community through the voices of Castle Rock's older adults. This project will invite low-income seniors living in DCHP communities to participate in guided storytelling and reflection sessions. These stories will be shared with the broader community through an artistic mural displayed on the exterior of our building located at 403 Perry Street in Castle Rock.

The mural location is historically significant, as it sits near the site of Castle Rock's former train depot—a place that once served as a vital gateway for people, goods, and ideas entering and leaving the community. Many older residents recall the role the railroad played in shaping Castle Rock's growth, workforce, and sense of connection to the wider region. By grounding the project in this historically meaningful location, the mural will honor both the personal memories of seniors and the shared history of the town.

The project extends beyond a single event by creating a series of meaningful opportunities for seniors to connect with one another, reflect on historic milestones, and contribute to a community-wide celebration. Stories, memories, and reflections will be gathered through accessible meetings, facilitated conversations, and intergenerational engagement opportunities.

**2. Funding Request**

DCHP respectfully requests **$15,000** to support program facilitation, accessibility accommodations, outdoor mural materials, seating elements, documentation of senior stories, and coordination of the culminating outdoor community celebration. This amount will be in combination with support from Castle Rock Downtown Alliance, Chamber of Commerce and Downtown Development Authority.

**3. Celebration & Community Engagement**

***Honoring Our Roots: Senior Stories in Castle Rock*** directly connects America 250 and Colorado 150 to the lived experiences of seniors who have witnessed and shaped decades of local, state, and national change. Many DCHP residents have deep personal connections to military service, civic life, workforce contributions, and community development—stories that bring these historic anniversaries to life in a deeply personal and authentic way. Reflections on the railroad era and the former train depot will further anchor these stories in Castle Rock's unique history.

Community engagement is central to this project. Seniors will serve as storytellers and cultural historians, while residents of all ages will be invited to attend, listen, and reflect together at a welcoming ribbon-cutting ceremony. By centering low-income seniors—who are often underrepresented in public celebrations—this project ensures these important anniversaries are commemorated in a way that is inclusive, meaningful, and reflective of Castle Rock's full community.

Thank you for your consideration and for supporting creative and inclusive approaches to celebrating these historic milestones. DCHP is proud to partner with the Town of Castle Rock in honoring the past while strengthening community connections for the future.

Sincerely,

Deborah DeGroff
Development and Asset Manager
Douglas County Housing Partnership

CC: Maria Ciano

**Downtown Development Authority**
18 S. Wilcox Street #202
Castle Rock, CO 80104

December 12, 2025

Town Manager's Office
100 N. Wilcox Street
Castle Rock, CO 80104

**Subject: Application for Service Contract Partner Grant - America 250 / Colorado 150 Celebrations**

Dear Town of Castle Rock,

We are pleased to submit this letter of application for a Service Contract Partner Grant to support the celebration of America's 250th and Colorado's 150th Anniversary throughout Downtown Castle Rock during 2026. This project aims to enhance the existing downtown environment with a strong, visible theme of national and state pride that will engage both residents and visitors. We are requesting the **full amount of $15,000** in grant funding to implement three specific community initiatives:

- **Patriotic Banners for Downtown Light Poles:** The DMA will design, print, and install patriotic banners on the light poles downtown. This initiative will be highly visible to both pedestrians and automobiles, creating a festive atmosphere throughout the year. The total cost of this one-time expense is estimated at $15,000 ($1,000 for design, $6,800 for printing, $2,200 for installation and $5,000 for replacement hardware). Replacement hardware is needed to fill in banners on poles with broken or missing hardware and these grant fund will allow investment in new and needed hardware. We request $6,000 in grant funding.
- **Red, White, and Blue DDA Flower Boxes:** To further the visual impact, the spring and summer flowers in the Downtown Development Authority (DDA) flower boxes will be planted in a red, white, and blue patriotic theme. This specific flower selection will be at an increased cost per the DDA's greenhouse partner. The estimate for flowers in 2026 is $21,000, for which we request $4,000 in grant funding.
- **Alternating CO and USA Flags:** The DDA will partner with Heroes Hall and associated veterans' organizations including the VFW and American Legion to hang alternating CO and USA Flags on Light Poles in Downtown Castle Rock. In addition to investing in highly visible flags, these grant funds will drive investment in new flag hardware, replacing missing or broken hardware during this historic year. We request $5,000 in grant funding to purchase new flags, replacement hardware, install hardware and hang flags, and the DDA will supplement this funding with its organizational budget to support this initiative.

These efforts are designed to complement each other, ensuring that the celebration of America's 250th and Colorado's 150th Anniversary is visible, vibrant, and integrated throughout the Downtown area for all residents and visitors to enjoy.

Thank you for your consideration of our application. We look forward to the opportunity to enhance this historic occasion.

Sincerely,

Kevin Tilson
Director, Castle Rock Downtown Development Authority

Print

## 250 - 150 Community Organization Grant Application - Submission #165735

**Date Submitted: 11/7/2025**

Community Organization Grants are intended to get community organizations involved in the celebration of America 250 - Colorado 150. Castle Rock organizations are encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history.

### Contact information

**Contact first name***

Emily

**Contact last name***

Davenport

**Contact role or title in relation to grant application***

Executive Director

**Contact email address***

connect@rmwalliance.org

**Contact phone number***

720-831-8130

---

### Organization information

**Legal name of organization***

Rocky Mountain Wildlfie Alliance

**Doing business as name, if applicable and different than above**

Rocky Mountain Wildlfie Alliance

**Organization type***

- (●) Nonprofit organization
- ( ) Homeowners association
- ( ) Other

**If you selected other in the question above, please describe.**

**Website URL (if applicable)**

www.rmwalliance.org

**Address***

6490 N US HWY 85

**City***

Sedalia

**State***

CO

**Zip***

80135

**Employment Identification Number (if applicable)**

82-2140358

**IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)**

2023 Affirmation Letter.JPG

**IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)**

rock0358_24n.pdf

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**Project or program description**

**Project/program title***

Celebrating 250 Years of America and 150 Years of Colorado through Wildlife Education

**Provide a description of your program/project in 2,000 characters or less.**

The Rocky Mountain Wildlife Alliance is excited to apply for the Town of Castle Rock's 250/150 Community Organization Grant to expand our educational outreach programs in celebration of these milestone anniversaries. With this funding, we will provide 20 free community programs throughout Castle Rock during the summer months of 2026, leading up to one larger event with a community partner for Independence Day and Colorado's 150th birthday.

These special programs will celebrate the incredible diversity of American wildlife and highlight the species that help define our nation's natural heritage. Each event will feature live ambassador raptors—including hawks, owls, and falcons—that inspire wonder, pride, and stewardship. As part of this celebration, we anticipate the public unveiling of our newest educational ambassador, a Bald Eagle, symbolizing the strength and freedom that unite our nation.

Our outreach events will take place in collaboration with valued community partners, including the Castle Rock Chamber of Commerce, Douglas Land Conservancy, Castle Rock Open Space, the Town of Castle Rock, Alidade Brewing, the Castle Rock Senior Activity Center, and others to host unique, accessible, and family-friendly experiences that bring the community together.

In addition to providing high-quality educational opportunities, these events will boost local economic activity and strengthen community connections. By hosting programs in partnership with local businesses, we will help increase foot traffic and encourage residents and visitors alike to explore Castle Rock's vibrant local economy. Families attending our live wildlife experiences will have opportunities to shop, dine, and engage with participating businesses—creating a positive ripple effect that supports local commerce while fostering community pride.

These programs will be tailored to honor both America's 250th and Colorado's 150

In your description, include where the program/project will be delivered, when you anticipate completing the project, and why/how this project will celebrate America 250 - Colorado 150.

---

**Project/program budget details**

**What is the total amount you are requesting through this grant program? ***

10,000

Not to exceed $10,000.

**Are any other partners contributing to this project? If so, list them and describe their role and level of support.**

- Castle Rock Chamber of Commerce
- Douglas County Community Foundation
- Douglas Land Conservancy
- Castle Rock Open Space
- Town of Castle Rock
- Alidade Brewing
- Castle Rock Senior Activity Center
- BoxDrop Castle Rock

Please describe using less than 1,000 characters.

**Upload your project budget.***

Castle Rock Proposed Budget.docx

Upload a detailed project budget that outlines all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture and clearly show how grant funds will be used within the larger budget. Your total project budget may exceed the amount being requested through this grant opportunity.

**Proposed Budget – 250/150 Community Organization Grant**

**Project:** ***Wildlife and Freedom: Celebrating America's 250th and Colorado's 150th through Wildlife Education***
**Applicant: Rocky Mountain Wildlife Alliance**

**Total Requested: $10,000**

| Category | Description | Amount |
|---|---|---|
| **Program Delivery & Staffing** | **Wildlife educator and animal care specialist time for 20 outreach programs (setup, presentation, and takedown)** | **$4,500** |
| **Animal Care & Transport** | **Food, enrichment, and travel costs for live ambassador raptors (fuel, vehicle wear, and specialized carriers)** | **$2,000** |
| **Educational Materials & Supplies** | **Print materials, signage, banners, handouts, and interactive displays celebrating America's and Colorado's wildlife heritage** | **$1,200** |
| **Marketing & Outreach** | **Design and promotion through flyers, social media, and partner networks to boost attendance and visibility** | **$800** |
| **Volunteer Support & Training** | **Training materials for volunteers assisting with programs** | **$500** |
| **Bald Eagle Ambassador Debut Event** | **Costs associated with unveiling event (equipment, transport, community engagement activities)** | **$1,000** |

Print

## 250 - 150 Community Organization Grant Application - Submission #166674

**Date Submitted: 12/10/2025**

Community Organization Grants are intended to get community organizations involved in the celebration of America 250 - Colorado 150. Castle Rock organizations are encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history.

### Contact information

**Contact first name***

Carey

**Contact last name***

Savitt

**Contact role or title in relation to grant application***

Haven HOA President

**Contact email address***

carey.savitt@gmail.com

**Contact phone number***

847-951-5685

---

### Organization information

**Legal name of organization***

The Haven Home Owners Association, Inc.

**Doing business as name, if applicable and different than above**

**Organization type***

- ○ Nonprofit organization
- ◉ Homeowners association
- ○ Other

**If you selected other in the question above, please describe.**

**Website URL (if applicable)**

www.thehavenhoa.org

**Address***

TMMC Property Management P.O.Box 1540

**City***

Castle Rock

**State***

Colorado

**Zip***

80104

**Employment Identification Number (if applicable)**

**IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)**

Choose File No file chosen

**IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)**

Choose File No file chosen

---

**Project or program description**

**Project/program title***

HavenFest

**Provide a description of your program/project in 2,000 characters or less.**

Dear Community Grant Committee Members,
I am writing on behalf of The Haven Homeowners Association to respectfully request consideration for a community event grant through the Town of Castle Rock. Our goal is to host a free, family-friendly event designed to strengthen community bonds, celebrate civic pride, and provide residents of all ages with an engaging and memorable experience.
This event will feature a variety of activities that promote togetherness and local engagement, including:
A state and federal flag-making activity for both children and adults, encouraging creativity and reinforcing appreciation for our shared heritage.
Live music from local performers to create a lively, welcoming atmosphere.
A community BBQ, bringing neighbors together over great food and conversation.
A fire truck visit from the Castle Rock Fire Department, offering an exciting and educational opportunity for families to connect with our first responders.
Interactive games and outdoor activities suitable for all ages.
Our mission is to provide a safe, inclusive, and uplifting event in our neighborhood park that highlights what makes Castle Rock such a strong and vibrant community. Funding from the Town of Castle Rock would directly support essential components of the event—such as equipment, materials for activities, food, entertainment, and logistical needs—ensuring that it can remain free and accessible to all residents.
We would be honored to partner with the Town in creating an event that celebrates unity, civic engagement, and the spirit of Castle Rock. We are confident this gathering will have a positive and lasting impact on community connection and local pride.
Thank you for considering our request. We would welcome the opportunity to provide any additional information and to discuss this proposal further. Please feel free to contact me at [your phone number] or [your email].
With appreciation,
Carey Savitt
President, The Haven HOA

In your description, include where the program/project will be delivered, when you anticipate completing the project, and why/how this project will celebrate America 250 - Colorado 150.

---

**Project/program budget details**

**What is the total amount you are requesting through this grant program? ***

$2200

Not to exceed $10,000.

**Are any other partners contributing to this project? If so, list them and describe their role and level of support.**

None

Please describe using less than 1,000 characters.

**Upload your project budget.***

IMG.jpeg

Upload a detailed project budget that outlines all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture and clearly show how grant funds will be used within the larger budget. Your total project budget may exceed the amount being requested through this grant opportunity.

# HavenFest 2026

Hosted by The Haven Homeowners Association

Estimated from previous years, 70 - 80 people.

| | |
|---|---|
| Music by Carmen & Louis Mock. | $500 |
| Event Rentals for You, Lucas Davis.<br>Includes Tents, Tables & Chairs setup | $900 |
| Food for BBQ.<br>Pulled chicken, hamburgers, buns, chips, salads, sides, drinks & desserts. | $600 |
| Materials for activities.<br>Flag making kits (12x18 fabric & sticks)<br>Washable fabric markers. | $200 |
| Total. | $2200 |

Print

## 250 - 150 Community Organization Grant Application - Submission #166798

**Date Submitted: 12/15/2025**

Community Organization Grants are intended to get community organizations involved in the celebration of America 250 - Colorado 150. Castle Rock organizations are encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history.

### Contact information

**Contact first name***

Angie

**Contact last name***

DeLeo

**Contact role or title in relation to grant application***

Museum Director

**Contact email address***

museum@castlerockhistoricalsociety.org

**Contact phone number***

303-814-3164

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### Organization information

**Legal name of organization***

Castle Rock Historical Society

**Doing business as name, if applicable and different than above**

Castle Rock Historical Society and Museum

**Organization type***

- (●) Nonprofit organization
- ( ) Homeowners association
- ( ) Other

**If you selected other in the question above, please describe.**

**Website URL (if applicable)**

https://www.castlerockhistoricalsociety.org

**Address***

420 Elbert St

**City***

Castle Rock

**State***

Colorado

**Zip***

80104

**Employment Identification Number (if applicable)**

84-1212313

**IRS Affirmation Letter (for nonprofits to confirm tax-exempt status)**

Choose File No file chosen

**IRS Form 990 (latest filing for nonprofits, to verify recent financial activity)**

Choose File No file chosen

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**Project or program description**

**Project/program title***

1876 Castle Rock (influential building replicas)

**Provide a description of your program/project in 2,000 characters or less.**

The Castle Rock Historical Society and Museum (CRHSM) has an exciting plan for the 250-150 Celebration. We envision creating a collection of “mock-up” façades (replicas) of historic Castle Rock buildings from near 1876. The replicas of influential buildings will initially include the 1875 Cantril (First) Courthouse, the 1873 City Hotel (moved to CR in 1877) and a “Star Saloon”. A replica of the 1875 railroad depot has been created by the Douglas County Fair Board. We’re planning to borrow the depot replica for the display. The Fair Board has five other generic replicas which they may loan to us for the display. The proposed replicas as part of this grant are strategically planned to be a foundational effort to build a replica of Castle Rock in the late 1800’s and to which additional historic building replicas can be added. This project builds on the 1981 celebration of the 100th anniversary of Castle Rock in which a whole block of replica buildings were made and displayed on Wilcox Street; however, they were not constructed to last more than a weekend. The replicas will be lumber and plywood mock-ups with front faces constructed, trimmed, and painted to resemble the historic structures, and scaled to emulate the dimensions of the originals with heights of approximately 8 to 12 feet, depending on the building. A skilled team will design, fabricate, and paint the replicas. The “mock-up” façades will be created to be broken down and easily stored. They will be weatherproofed so they withstand the elements for many years of use and be transportable and available for display at various venues. The CRHSM has orchestrated projects of this type in the past and is thrilled to be considered to do this again, especially for the 250-150 Celebration. The replicas are planned to be ready in May 2026. The CRHSM will partner with the Town Parks and Recreation Department to determine the best location to assemble and display the replicas for the Town’s 2026 250-150 festivities.

In your description, include where the program/project will be delivered, when you anticipate completing the project, and why/how this project will celebrate America 250 - Colorado 150.

---

**Project/program budget details**

**What is the total amount you are requesting through this grant program? ***

CRHSM requests $9,821.00.

Not to exceed $10,000.

**Are any other partners contributing to this project? If so, list them and describe their role and level of support.**

The Town of Castle Rock Parks and Recreation Department.
The Castle Rock Historical Society and Museum will partner with and rely on the Town of Castle Rock Parks and Recreation Department to determine the best location to display the building replicas for all to enjoy in honor of the America 250-Colorado 150 Celebrations in 2026. The Society will partner with the Town to help with storing the building replicas or locating storage for the building replicas so they are available and accessible for future use.
The Douglas County Fair Board and County Facilities employees.
The Castle Rock Historical Society and Museum will partner with the Douglas County Fair Board and County Facilities employees to borrow the depot replica as well as the other building replicas for the America 250-Colorado 150 Celebrations in 2026. The Society will meet with County Facilities employees to gather knowledge of their experience with the building replicas.

Please describe using less than 1,000 characters.

**Upload your project budget.***

CRHSM250-150GrantApplBudget.pdf

Upload a detailed project budget that outlines all anticipated expenses and funding sources. Include both cash and anticipated in-kind contributions to provide a complete financial picture and clearly show how grant funds will be used within the larger budget. Your total project budget may exceed the amount being requested through this grant opportunity.

Castle Rock Historical Society and Museum (CRHSM)

December 10, 2025

FOR: Town of Castle Rock
SUBJECT: CRHSM Project Budget for '250/150 Celebration'

Grant Application Committee,

CRHSM submits the following proposed budget estimate to facilitate spending for its participation in the Town's "250/150" celebration. This budget is for constructing "mock-up" facades of influential town buildings near the year 1876, as discussed in the accompanying project description, "1876 Castle Rock (Influential Building Replicas)," submitted to the Town.

- $2671.00: Materials (Plywood, lumber, iron stock, hardware, sandbags, paint, anti-graffiti coatings)
- $7150.00: Labor/in-kind
- $9821.00: Total

Please contact us with any questions at museum@castlerockhistoricalsociety.org or 303-814-3164. Thank you.

Respectfully,

CRHSM Board of Directors

DISCUSSION/DIRECTION:

# AMERICA 250 - COLORADO 150 GRANTS

JANUARY 20, 2026
TOWN COUNCIL

TOWN OF CASTLE ROCK COLORADO

# SERVICE CONTRACT PARTNER GRANTS

Aims to enhance the great lineup of events and initiatives brought to the community each year by the Town's service contract partners: the Castle Rock Chamber of Commerce, Castle Rock Economic Development Council, Castle Rock Historical Society/Museum, Castle Rock Senior Center, Douglas County Community Foundation, Douglas County Housing Partnership, Douglas County Youth Initiative, Downtown Development Authority and Downtown Merchants Association.

The Town encouraged these entities to pursue these funds to find unique and creative ways to celebrate America and Colorado with the community that go above and beyond their typical plans for community events and initiatives. Up to four grants of up to $15,000 each were envisioned via this program.

Four of the nine partner entities applied under this program — the Castle Rock Chamber of Commerce, the Douglas County Community Foundation, the Douglas County Housing Partnership and the Downtown Development Authority.

Staff is recommending awarding grants totaling $45,000 to the three entities that met the program's criteria of celebrating America 250 - Colorado 150 and engaging Castle Rock residents in the celebration.

# RECOMMENDED REQUESTS

Chamber of Commerce

Purpose of request: Fair Parade, Artfest and Starlighting enhancements | Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: Special prize, banners, floats and more in the parade, which 18,000 residents attend; special artworks, contests and music at Artfest, which 12,000 residents attend; and commemorative ornament giveaway for Starlighting attendees

Douglas County Housing Partnership

Purpose of request: storytelling and mural project | Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: local seniors will be invited to share stories, which will be translated into a mural at the Reyn Rock building at 403 Perry St., that will be unveiled with a community celebration

# RECOMMENDED REQUESTS

Downtown Development Authority

Purpose of request: light pole banners; red, white and blue flower boxes; and American and Colorado flags

Amount of request: $15,000

Explanation of how the project celebrates America 250 - Colorado 150 and engages Castle Rock residents in the celebration: all items will be highly visible to Downtown visitors throughout 2026

# COMMUNITY ORGANIZATION GRANTS

Aims to get nonprofit organizations, homeowners associations and similar entities involved in the celebration of America 250 - Colorado 150. Castle Rock organizations were encouraged to undertake imaginative efforts to commemorate and celebrate the Country and State's history, using three grants of up to $10,000 each.

Three groups applied under this program — the Rocky Mountain Wildlife Alliance, the Haven Home Owners Association and the Castle Rock Historical Society. Staff is recommending awarding grants to all three entities, totaling $22,021.

# RECOMMENDED REQUESTS

Rocky Mountain Wildlife Alliance

Project description: provide 20 free community programs throughout Castle Rock during summer 2026, leading up to one larger event with a community partner for Independence Day and Colorado's 150th birthday. The events will feature live ambassador raptors — hawks, owls, falcons and a new bald eagle.

Amount of request: $10,000

Haven Home Owners Association

Project description: HavenFest neighborhood event with flag-making, a musical performance, food, games and more, estimated to be attended by 70 to 80 residents.

Amount of request: $2,200

# RECOMMENDED REQUESTS

Castle Rock Historical Society

Project description: collection of “mock-up” façades (replicas) of historic Castle Rock buildings from near 1876. The replicas will include the 1875 Cantril (First) Courthouse, the 1873 City Hotel (moved to Castle Rock in 1877) and a “Star Saloon.” The replicas are planned as a foundational effort to build a replica of Castle Rock in the late 1800s, building on the 1981 celebration of the 100th anniversary of Castle Rock, in which a block of replica buildings was made and displayed on Wilcox Street. A skilled team will design and fabricate the replicas with lumber and plywood, scaling them to emulate the dimensions of the originals, with heights of approximately 8 to 12 feet. They would be ready in May 2026 for display at local America 250 - Colorado 150 festivities.

Amount of request: $9,821

# RECOMMENDED MOTION

*"I move to award grants as recommended in staff's memo."*

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 13. **File #:** RES 2026-006

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

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

**From:** Ross Stanley, Project Manager

**Resolution of the Town Council of the Town of Castle Rock Approving the Renaming of South Interstate 25 Road to South Wilcox Street** *[from Plum Creek Parkway to Crystal Valley Parkway]*

## Executive Summary

Staff is seeking Town Council approval for renaming of South Interstate 25 (East Frontage Road) to South Wilcox Street. This renaming will establish name continuity from Plum Creek Parkway to Crystal Valley Parkway. Establishing a continuous South Wilcox corridor within the Town limits will significantly improve navigation for emergency responders, enforcement boundaries, delivery services, residents and future land development activity along the corridor.

Additionally, during the design process of the Crystal Valley Interchange, it was recognized that using a single street name on the identification and wayfinding signs associated with the new intersections, in particular the roundabout on the east side of I-25, would reduce initial construction costs, as well as ongoing maintenance and future replacement costs.

The proposed street name and address changes will not take effect until after the annexation of the roadway is finalized. A resolution for the annexation of the roadway is scheduled for Town Council consideration in the near future.

## Discussion

Associated with the construction of the Crystal Valley Interchange, in 2023 the Town entered into an Intergovernmental Agreement (IGA) with Douglas County (County) that transferred ownership of parcels purchased by the county for the sole purpose of constructing the interchange. With these conveyances and the requirements of the IGA, the Town assumes full responsibility for the maintenance and operation of the entire section of roadway.

Staff is currently in the process of annexing the conveyed property into the municipal boundaries and under Town jurisdiction. As part of this process, Town staff is initiating the formal street renaming to

improve street name continuity within the Town limits.

The current roadway is named South Interstate 25 Road from Crystal Valley Parkway north to the southern boundary of the Town which is located near the car dealerships. There currently is no distinctive signage marking the transition from South Wilcox Street to South Interstate 25 along this corridor.

When a street name change is proposed within Town limits, the Town of Castle Rock initiates the process by submitting a formal referral request to Douglas County Planning and Addressing. This referral identifies the proposed street name revision and any required address changes.
Douglas County, as the authority responsible for address assignment, reviews the corridor to ensure all updated addresses are sequential, consistent with the regional address grid, and compliant with County addressing standards. Upon Douglas County's approval, the Town may proceed with public notification efforts, Council review, and any required annexation actions. Following Town Council approval, Douglas County finalizes and records the official street name and assigns the new addresses, which then become effective on the recorded date.

The renaming to South Wilcox Street will require 61 properties to change their addresses as seen on the attached map.

Following the Town policy on street name change, staff coordinated with the Town's Community Relations team and prepared a notification letter requesting public feedback via a website link. The letter was mailed to all affected addresses on October 9, with the comment period ending on October 31. The Town received three comments, all in favor of the street name change, citing that it would help reduce confusion.

In addition to the Town's outreach efforts, Douglas County Planning & Addressing will provide further notification in accordance with their established policy. A notice of pending address changes will be sent to all affected residents and businesses shortly after the start of the new year, offering an additional opportunity for property owners to provide comments or request clarification. Following Town Council's Second Reading for the roadway annexation, Douglas County will issue the final address change letter. The updated addresses will become official upon formal recording of the new street name.

## Budget Impact

The budget impact of the proposed street name change is not yet known. A total of 61 addresses would be affected by the change, including 1 church, 55 businesses, and 5 residences. While the Town does not have an established policy regarding reimbursement for address-change expenses, providing assistance may be considered a neighborly and supportive approach given the community impact. On past projects, including the North Meadows Extension, residents that experienced a change to their address as a result of a street name change were given $50 each to offset any costs associated with the re-addressing of their property.

Typical costs for residents are relatively minimal, generally $50 for updated driver's licenses, checks, and incidental items resulting in an estimated total of approximately $250 for the five affected

residences. The church is anticipated to incur higher expenses, estimated at $1,500, primarily for signage and printed materials. Businesses are expected to bear significant impacts. Using an average cost of approximately $800 per business covering signage, vehicle decals, website updates, and printed collateral, the total expected cost for all affected businesses is approximately $43,250. Together, these impacts result in a preliminary community-wide estimated cost of $45,000. Should reimbursement be requested, such requests will be reviewed and considered on a case-by-case basis. This expense was anticipated during budget development, and Finance has confirmed that sufficient funds are available to cover the cost.

Additional local street signs required for the name change will be fabricated and installed in-house by the Town's Signs and Markings Department, minimizing external costs. This cost falls within the Public Works Department's budget.

## Staff Recommendation

This item was reviewed with the Public Works Commission at their December meeting. They formally recommend that Town Council direct staff to complete the street name change to South Wilcox Street. They also recommend that Town Council direct staff to work with individual property owners on a case-by-case basis to assist with reimbursement requests, and that the total reimbursements should strive to stay under $45,00

## 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 changes "*
*"I move to continue this item to a future Town Council meeting date"*

## Attachments

Attachment A: Map of current roadway naming
Attachment B: Map of affected addresses

**RESOLUTION NO. 2026-006**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK APPROVING THE RENAMING OF SOUTH INTERSTATE 25 ROAD TO SOUTH WILCOX STREET**

**WHEREAS**, the East Frontage Road (a/k/a South Interstate 25 Road) is located within Douglas County (the "County") on the east side of Interstate 25 and extends south from Plum Creek Parkway in the Town of Castle Rock (the "Town") to the Town of Larkspur; and

**WHEREAS**, on June 27, 2023, the Town entered into an Intergovernmental Agreement (the "2023 IGA") with the County, whereby the County transferred ownership of several parcels to the Town that had been acquired for the sole purpose of constructing the Interstate 25/Crystal Valley Interchange ("CVI"); and

**WHEREAS**, pursuant to the 2023 IGA, the Town agreed, subject to the approval of Town Council, to annex the parcels acquired from the County to the Town; and

**WHEREAS**, in conjunction with the annexation process, Town staff is initiating the process of renaming that portion of South Interstate 25 Road located within the Town as South Wilcox Street; and

**WHEREAS**, a continuous South Wilcox Street corridor within the Town will significantly improve navigation for emergency responders, establish clear boundaries for law enforcement, and make the delivery of services to Town residents more efficient; and

**WHEREAS**, in accordance with established Town and County policy, Town staff has submitted a formal referral request to the County Planning and Addressing office, identifying the name being proposed for the street and any address changes that will be required; and

**WHEREAS**, in addition, Town staff has solicited feedback from the 61 business and residential addresses that will be affected by the proposed change and has received only comments that are in favor of the proposal; and

**WHEREAS**, Town staff has estimated that the total costs anticipated to be incurred by individual businesses and residents as a direct result of the change will not exceed $45,000; and

**WHEREAS**, the Town's Public Works Commission has formally recommended that Town Council authorize Town staff to take whatever actions may be necessary to complete the street name change and to reimburse individual businesses and residents for reasonable costs they may incur; and

**WHEREAS,** the Town Council finds and determines that renaming that portion of South Interstate 25 Road located within the Town as South Wilcox Street is in the best interests of the Town, its businesses, and its residents.

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

**Section 1.** **Approval**. The Town Council hereby authorizes Town staff to take whatever actions may be necessary to rename that portion of South Interstate 25 Road located within the Town as South Wilcox Street and to reimburse individual businesses and residents adjacent to the street for reasonable costs they may incur up to and including a total cumulative amount of $45,000.

**Section 2.** **Contingency**. Notwithstanding any provision of this Resolution to the contrary, the change in street name authorized by this Resolution shall not take effect until such time as the parcels transferred from the County to the Town pursuant to the 2023 IGA are formally annexed to the Town.

**PASSED, APPROVED AND ADOPTED** on first and final reading this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ____ for and ____ against.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

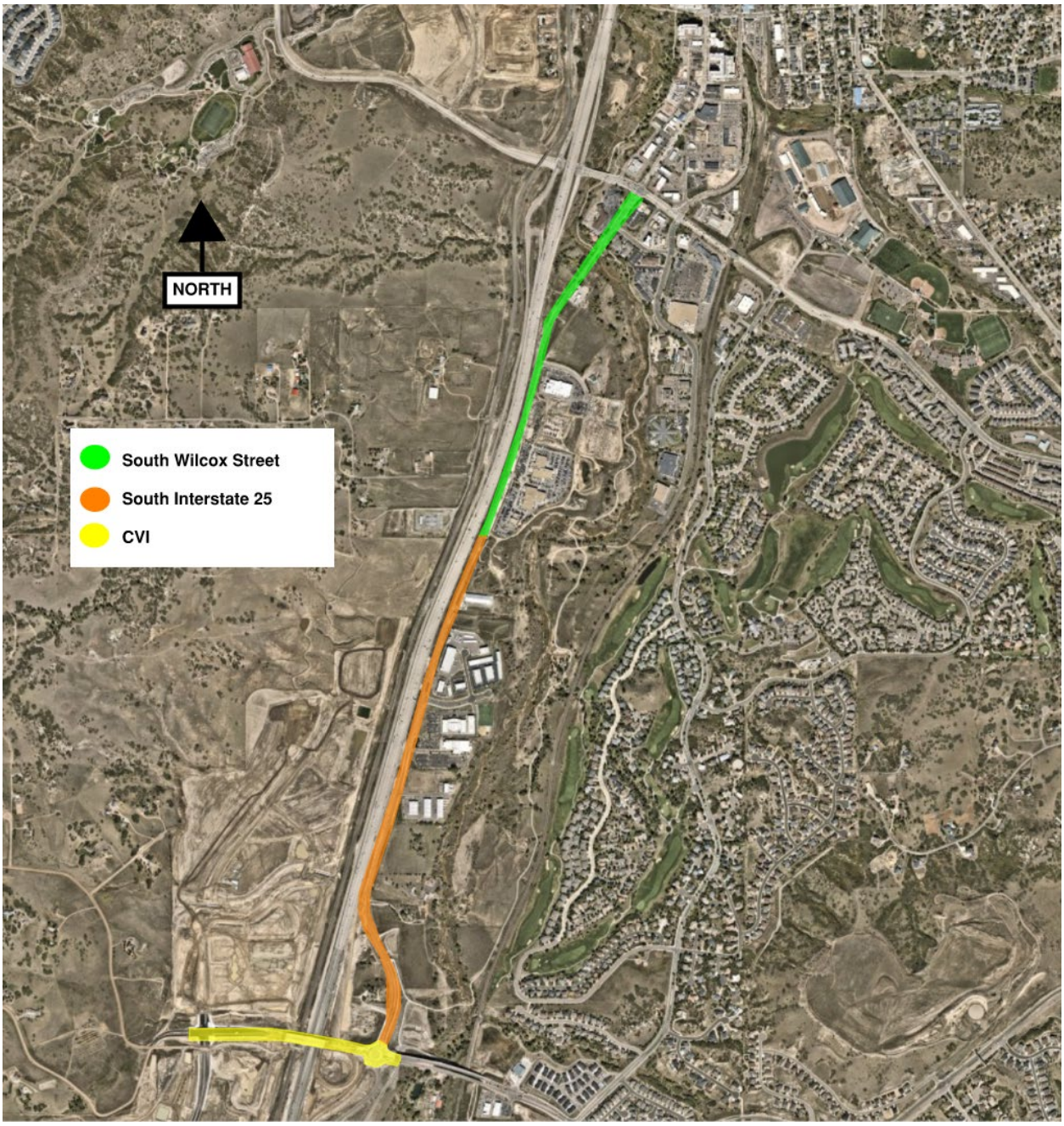
**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

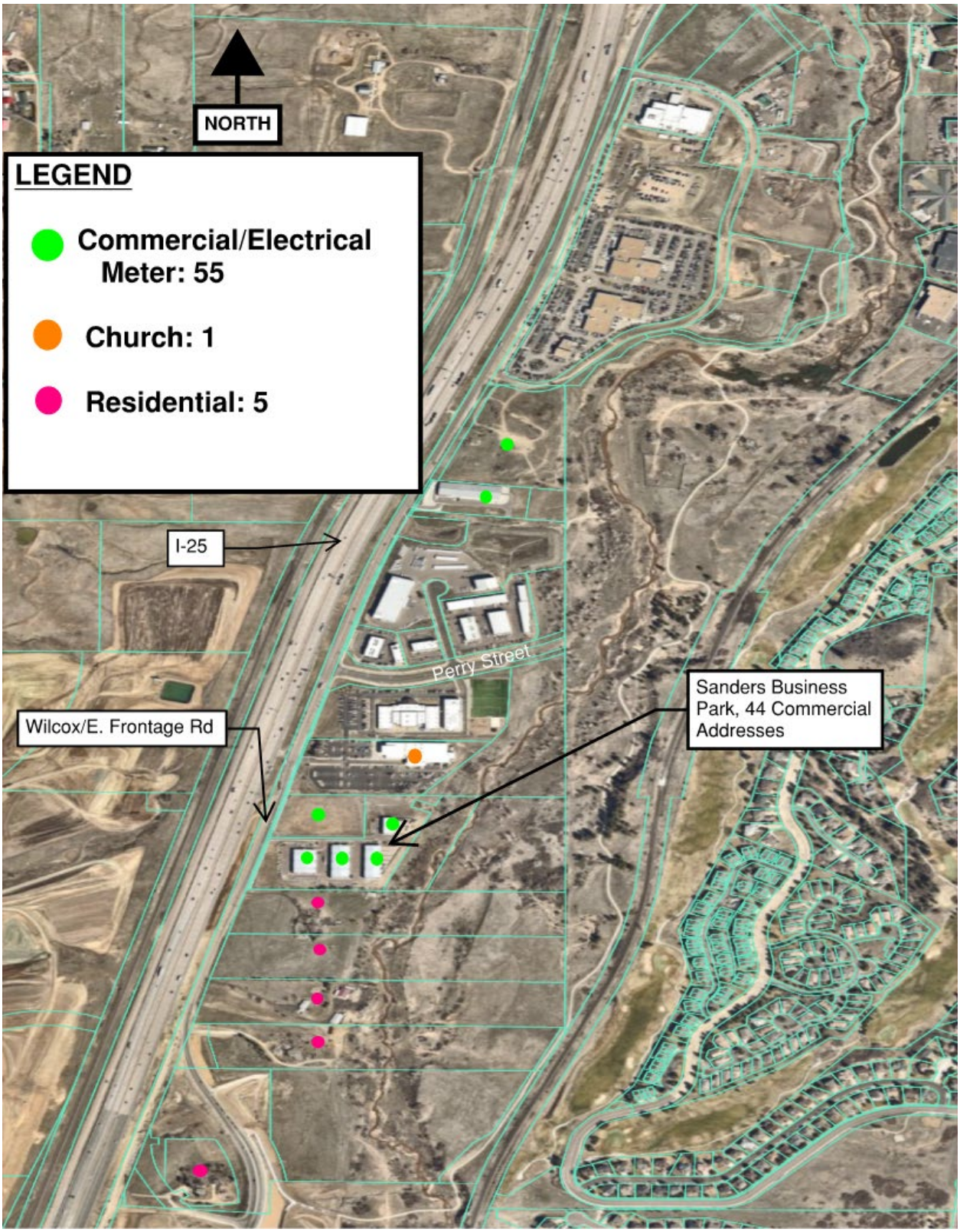
**Approved as to content:**

_____
Daniel Sailer, Director of Public Works

**Attachment A**



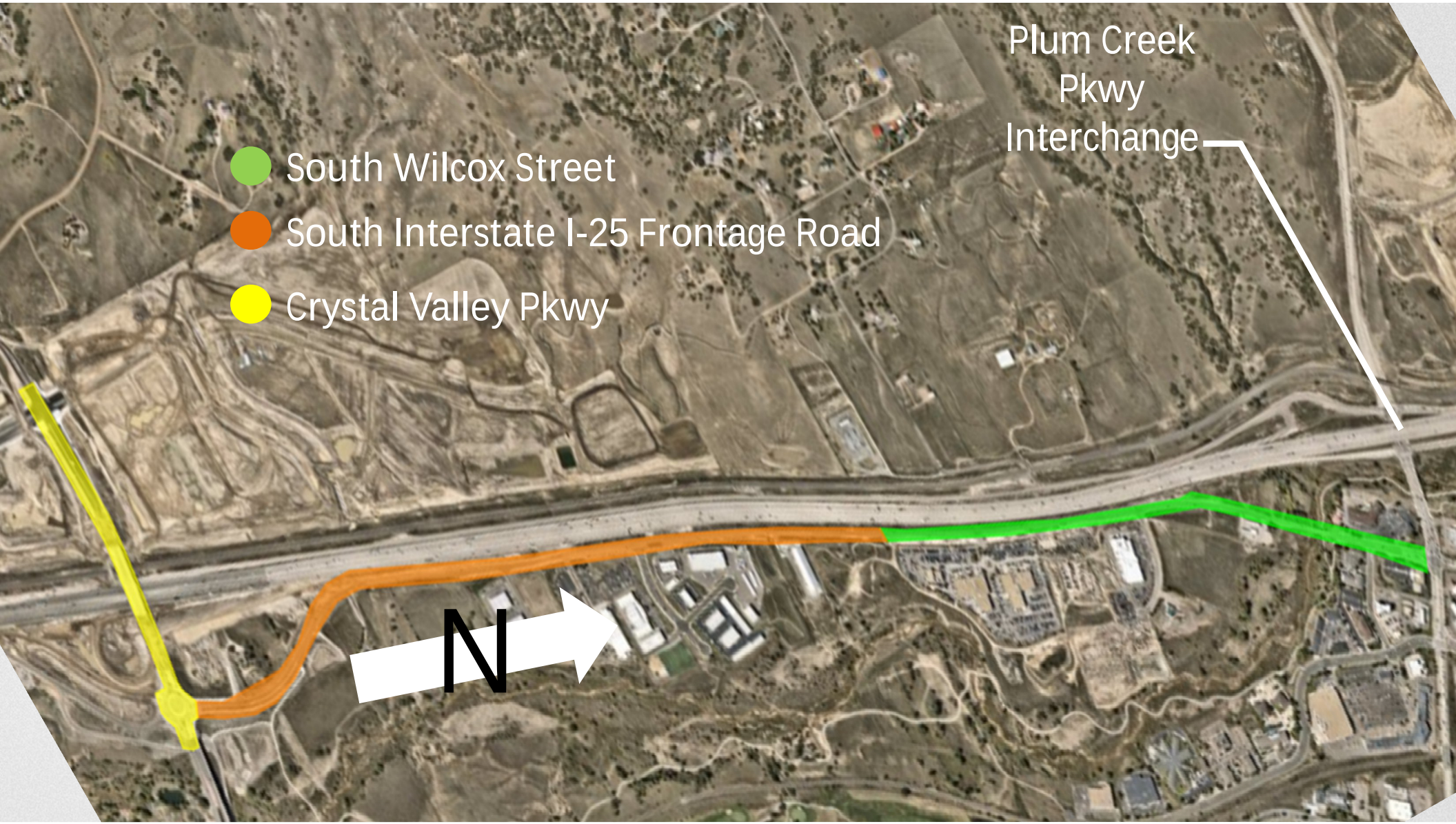
**Attachment B**



# A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK APPROVING THE RENAMING OF SOUTH INTERSTATE 25 ROAD TO SOUTH WILCOX STREET

JANUARY 20, 2026

TOWN OF CASTLE ROCK COLORADO


Plum Creek
Pkwy
Interchange
South Wilcox Street
South Interstate I-25 Frontage Road
Crystal Valley Pkwy
N

# RENAMING BENEFITS

- Establishes a continuous Wilcox corridor
- Improves emergency response efficiency
- Enhances wayfinding for drivers and visitors

# BUDGET IMPACT

| Address Type | Average estimated cost | Total |
|---|---|---|
| 5 Residential | $50 | $250 |
| 55 Businesses | $800 | $43,250 |
| 1 Church | $1,500 | $1,500 |
| | *TOTAL ESTIMATE:* | *$45,000* |

# PROJECT SCHEDULE

- September, 2025: Referral sent to Douglas County for review
- October, 2025: Notification letter sent to affected addresses
- October, 2025: 3 comments received, all in favor of the change
- January, 2026: Douglas County sends out notification of change and Town Council Agenda
- Annexation of South Interstate 25
- Street name change and address changes become official

# RECOMMENDATION

Public Works Commission unanimously recommends Town Council approval.

# PROPOSED MOTION

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

Alternatives:
"I move to approve the resolution with the following amendments (*list amendments*)."

"I move to continue this item to the *(insert date)* Town Council meeting."

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 14. **File #:** RES 2026-007

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

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

**From:** Chief Jack Cauley

**Resolution Approving the Third Amendment to Master Services and Purchasing Agreement with Axon Enterprise, Inc., for the Castle Rock Police Department**

## Executive Summary

The Castle Rock Police Department maintains a service agreement with Axon for the provision of body-worn cameras, Tasers, and Evidence.com under a ten-year contract established in 2021. The agreement was originally based on staffing levels of 90 personnel. Following the staffing increases resulting from the 2024 2A measure, 113 personnel now require coverage, creating a shortfall of 25 units by December 2025.

The Department is seeking approval for an addendum to this agreement to incorporate the additional services required to meet operational needs and ensure continued compliance with Colorado Revised Statute requirements.

## Notification and Outreach Efforts

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

The original Master Service Agreement with Axon was approved by Town Council. The agreement includes provisions allowing for addenda to add or modify services as staffing and operational requirements evolve.

## Discussion

This proposal represents an amendment to the existing Axon Enterprise Master Agreement (Resolution 2023-107) to expand services in line with current staffing needs.

Since 2016, the Castle Rock Police Department has relied on Axon technologies-including body-worn

cameras, Tasers, and Evidence.com-to support officer accountability, transparency, and evidence management. These tools are currently utilized by all sworn officers and designated support staff, including Community Service Officers (CSOs) and Animal Safety Officers.

Under the Officer Safety Plan Plus (OSP+), Axon provides both the hardware and associated software for the department. The 2021 agreement anticipated future growth, accommodating 90 staff members and maintaining an inventory of replacement equipment. However, due to the staffing increases approved under the 2024 2A measure, 113 personnel now require coverage, resulting in a deficit of 23 units beginning in January 2026.

The attached addendum proposes adding 25 officer plans to the existing service agreement to meet operational needs and accommodate future expansion through the remaining 5.5 years of the original ten-year term.

## Budget Impact

- The total impact for this amendment is $673,778.01 over the next 5.5 years.
    - The initial payment of $19,738.41 is due in January 2026
    - Annual payments of $130,807.92 will follow each July from 2026 through 2029.
    - The final payment of $130,807.93 is due in July of 2030.

Funds for this purchase will be drawn from the following budget line item:

Operating Supplies (110-2120-421.61-20)

## Staff Recommendation

Staff recommends the purchase of the additional software and equipment so that our personnel can maintain service standards.

## Proposed Motion

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

## Attachments

Attachment A: Resolution
Attachment B: Master Enterprise License Agreement
Attachment C: Addendum A- Quote
Attachment D: Presentation

**RESOLUTION NO. 2026-007**

**A RESOLUTION APPROVING THE THIRD AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC., FOR THE CASTLE ROCK POLICE DEPARTMENT**

**WHEREAS**, on May 25, 2021, the Town of Castle Rock, Colorado (the "Town") and Axon Enterprise, Inc. ("Axon") entered into a Master Services and Purchasing Agreement (the "Agreement"), whereby the Town agreed to purchase body worn cameras as well as other police related equipment and software maintenance from Axon for the Castle Rock Police Department ("CRPD"); and

**WHEREAS**, on August 4, 2022, the Town and Axon entered into the First Amendment to the Agreement whereby Town Council, subject to the appropriation of sufficient funds, approved amending the Agreement to include the purchase of additional cameras and five (5) more years of software maintenance from Axon; and

**WHEREAS**, on August 20, 2024, the Town and Axon entered into the Second Amendment to the Agreement whereby Town Council, subject to the appropriation of sufficient funds, approved amending the Agreement to include additional software and maintenance services; and

**WHEREAS**, CRPD has received a quote from Axon to expand the scope of the Agreement to include additional cameras and services for sixty-five more months, subject to the appropriation of sufficient funds therefor by the Town Council in future fiscal years; and

**WHEREAS**, CRPD wishes to amend the Agreement to include the additional equipment and services set forth in the aforementioned quote, to meet CRPD's increased operational needs and accommodate future expansion following the staffing increases resulting from the 2024 2A measure (the "Third Amendment"); and

**WHEREAS**, Town Staff recommends Town Council approve the Third Amendment with Axon.

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

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

**Section 2.** **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations under the terms and conditions of the Third Amendment, the Town

Council authorizes the expenditure and payment in an amount not to exceed $673,778.01, with the 2026 total payment not to exceed $150,546.32 (consisting of $19,738.40 by February 2026 and $130,807.92 by July 2026), all subsequent annual payments not to exceed $130,807.92 for the years of 2027, 2028, and 2029, and the subsequent annual payment for 2030 not to exceed $130,807.93, unless otherwise authorized in writing by the Town. All annual payments are subject to the appropriation of sufficient funds therefor by the Town Council in future fiscal years.

**PASSED, APPROVED AND ADOPTED** this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ___ for and ___against.

**ATTEST:**

Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

Jason Gray, Mayor

**Approved as to form:**

Michael J. Hyman, Town Attorney

**Approved as to content:**

Jack Cauley, Chief of Police

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CON-2025-0754

**THIRD AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT (ADDITIONAL AXON EQUIPMENT AND SERVICES)**

**DATE:** January 20, 2026.

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

**AXON ENTERPRISE, INC. (f/k/a TASER INTERNATIONAL, INC.)**, an Arizona corporation, 17800 N. 85th Street, Scottsdale, Arizona 85255 ("Axon").

**RECITALS:**

I. This Third Amendment ("Third Amendment") is between Axon and the Town. This Third Amendment is effective as of the last signature date of this Third Amendment ("Effective Date"). Axon and the Town are each referred to individually herein as a "Party" and collectively as the "Parties."

II. Axon and the Town are Parties to the Master Services and Purchasing Agreement dated May 26, 2021, the First Amendment to Master Services and Purchasing Agreement dated August 4, 2022, and the Second Amendment to Master Services and Purchasing Agreement dated August 20, 2024, collectively referred to as the "Agreement" and attached hereto and incorporated herein as ***Exhibit A-3***.

III. The Parties wish to incorporate further changes into the Agreement in order to include additional equipment and services.

The Parties therefore agree as follows:

**TERMS:**

1. The attached documents, attached hereto as ***Exhibit B-3***, are hereby incorporated into the Agreement:

   A. Quote Q-763276-46002DG

2. The Parties agree to expand the scope of the Agreement to include the additional services set forth in ***Exhibit B-3*** at the cost stated in that Exhibit. Any change to the annual cost must be approved by the Town in writing. The total, cumulative payment for the Third Amendment shall not exceed **$673,778.01**, unless agreed to by the Town in writing.

3. The attached documents, attached hereto as ***Exhibit B-4***, are hereby incorporated into the Agreement:
   a. Axon Investigate Appendix
   b. My90 Terms of Use Appendix

4. The following language is hereby incorporated into the Axon Cloud Services Terms of Use Appendix
   a. Definitions.
      - "Provided Data" means de-identified, de-personalized, data derived from Town's TASER energy weapon deployment reports, related

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TASER energy weapon logs, body-worn camera footage, and incident reports.

- "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

b. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Town purchases the TASER Data Science Program, Town grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Town shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Town an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Town for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

In the event Town seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Town.

c. **FUSUS.** If Town purchases a subscription to FUSUS, the following terms apply:

**License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

**Third party Components.** Town is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Town to access the service ("Third-Party Components") are the sole and exclusive responsibility of Town, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Town relationships with such third parties. Town agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Town Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Town is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

**Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Town Content in the context of facilitating communication of data with Town through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Town's use of FUSUS systems, and undertaking data analytics.

5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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6. The annual continuance of this Third Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the Third Amendment, the Third Amendment shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's obligation in event of termination due to lack of appropriated funds shall be payment of the fees and expenses incurred up to and including the effective date of termination.

7. Each representative identified below declares that the representative is authorized to execute this Third Amendment as of the date of the signature.

**ATTACHED EXHIBITS:**
EXHIBIT A-3 – AGREEMENT
EXHIBIT B-3 – QUOTE
EXHIBIT B-4 – AXON INVESTIGATE APPENDIX & MY90 TERMS OF USE APPENDIX

**ATTEST:**

Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

Jason Gray, Mayor

**Approved as to form:**

Kaitlin Parker, Assistant Town Attorney

**Approved as to content:**

Jack Cauley, Chief of Police

**AXON ENTERPRISE, INC.:**

By: Robert E. Driscoll, Jr.
(Print Name)

Signed by:
Robert E. Driscoll, Jr.
55DAEBB131A4424...
(Signature)

Its: Deputy General Counsel
(Title)

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**EXHIBIT A-3**

AGREEMENT

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CON-2024-0395

**SECOND AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT (AXON DRAFT ONE SOFTWARE)**

**DATE: August 20, 2024.**

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

**AXON ENTERPRISE, INC. (f/k/a TASER INTERNATIONAL, INC.)**, a Delaware Corporation, 17800 N 85th Street, Scottsdale, Arizona ("Axon").

**RECITALS:**

I. This Second Amendment ("Second Amendment") is between Axon and the Town. This Second Amendment is effective as of the last signature date of this Amendment ("Effective Date"). Axon and the Town are each a "Party" and collectively "Parties".

II. Axon and the Town are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("Agreement") and a First Amendment to Master Services and Purchasing Agreement dated August 4, 2022 ("Amendment"), collectively attached hereto as Exhibit A.

III. The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products to include additional software.

The Parties therefore agree as follows:

**TERMS:**

1. The attached documents, attached hereto as Exhibit B, are hereby incorporated into the Agreement:

   a. Quote Q-575833-45446.896DG

2. The Parties agree to expand the scope of the Agreement, by incorporating Axon Respond Plus –License, Axon Auto-Transcribe – unlimited service, Axon Records – Draft One – AI-Assisted Report writing, and annual maintenance at the cost stated in Exhibit B. Any change to the annual maintenance cost must be approved by the Town in writing. The cumulative payment for the Second Amendment shall not exceed $618, 408.00, unless agreed to by the Town in writing. Further, the parties agree to include the following language which pertains to Draft One:
   "Axon Narrative: AI-Assisted Writing Feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months."

3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

4. The annual continuance of this Second Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement, Amendment and Second Amendment by the Town. If the Town fails to appropriate sufficient monies to provide for the Second Amendment, the Second Amendment shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's obligation in event of termination due to lack of appropriated funds shall be payment of the fees and expenses incurred up to and including the effective date of termination.

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5. Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of the signature.

**ATTACHED EXHIBITS:**
EXHIBIT A – AGREEMENT AND FIRST AMENDMENT
EXHIBIT B – QUOTE

**Axon Enterprise, Inc.**

Signature: DocuSigned by: 55DAEBB131A4424...

Name: Robert E. Driscoll Jr.

Title: Deputy General Counsel

Date: 7/29/2024 | 1:53 PM MST

DS

**ATTEST:**

DocuSigned by: 286A8A4EDEE34AF...
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

DocuSigned by: A7938A42F3A848A...
Jason Gray, Mayor

**Approved as to form:**

DocuSigned by: 1C100C15C47A4A9...
Lindsay M. Jordan, Assistant Town Attorney

**Approved as to content:**

DocuSigned by: 47A48CA318844C5...
Jack Cauley, Chief of Police

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**EXHIBIT A**

AGREEMENT

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# First Amendment to Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Town of Castle Rock ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("**Agreement**"), which is attached hereto as Exhibit 1.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
    a. Axon Fleet Appendix
    b. Quote Q-387977
    c. Quote Q-390693

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. Subject to Clause 17 Termination of the Agreement, the continuance of this Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Agency.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

**Axon Enterprise, Inc.**

Signature: DocuSigned by: 55DAE8B131A4424...

Name: Robert Driscoll

Title: VP, Associate General Counsel

Date: 8/4/2022 | 2:19 PM MDT

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ATTEST:

DocuSigned by:
Lisa Anderson
293A8A4EDEE34AF...
Lisa Anderson, Town Clerk

TOWN OF CASTLE ROCK

DocuSigned by:
David L. Corliss
1B5347CFF7541...
David L. Corliss, Town Manager

Approved as to form:

DocuSigned by:
Michael J. Hyman
F7147F32A6704B1...
Michael J. Hyman, Town Attorney

Approved as to content:

DocuSigned by:
Jack Cauley
47A40CA018844C3...
Jack Cauley, Chief of Police

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## Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software**.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade

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secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination**. Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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**Axon Enterprise, Inc.**
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

**Q-387977-44718.659KW**

Issued: 06/06/2022
Quote Expiration: 12/31/2022
Estimated Contract Start Date: 03/01/2023
Account Number: 109637
Payment Terms: N30
Delivery Method: Fedex - Ground

| SHIP TO | BILL TO |
|---|---|
| Delivery;Invoice-100 Perry St<br>100 Perry St<br>Castle Rock, CO 80104-2486<br>USA | Castle Rock Police Dept. - CO<br>100 Perry St<br>Castle Rock, CO 80104-2486<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Kevin Watson<br>Phone: (480) 463-2203<br>Email: kwatson@axon.com<br>Fax: (480) 463-2203 | Todd Brown<br>Phone: (303) 814-6404<br>Email: tbrown@crgov.com<br>Fax: (303) 663-6105 |

## Quote Summary

| | |
|---|---|
| Program Length | 60 Months |
| **TOTAL COST** | $399,600.00 |
| **ESTIMATED TOTAL W/ TAX** | $399,600.00 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $41,485.00 |
| **TOTAL SAVINGS** | $207,425.00 |

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Feb 2023 | $79,920.00 | $0.00 | $79,920.00 |
| Feb 2024 | $79,920.00 | $0.00 | $79,920.00 |
| Feb 2025 | $79,920.00 | $0.00 | $79,920.00 |
| Feb 2026 | $79,920.00 | $0.00 | $79,920.00 |
| Feb 2027 | $79,920.00 | $0.00 | $79,920.00 |
| **Total** | **$399,600.00** | **$0.00** | **$399,600.00** |

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| | |
|---|---|
| **Quote Unbundled Price:** | **$607,025.00** |
| **Quote List Price:** | **$510,230.00** |
| **Quote Subtotal:** | **$399,600.00** |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Program** | | | | | | | | | |
| Fleet3ARe | Fleet 3 Advanced Renewal | 45 | 60 | $183.85 | $148.00 | $148.00 | $399,600.00 | $0.00 | $399,600.00 |
| **A la Carte Hardware** | | | | | | | | | |
| 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 45 | | | $2,405.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 1 | | | $2,405.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | | | | **$399,600.00** | **$0.00** | **$399,600.00** |

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# Delivery Schedule

## Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|---|---|---|---|---|
| A la Carte | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 45 | 02/01/2023 |
| A la Carte | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 1 | 02/01/2023 |
| Fleet 3 Advanced Renewal | 72040 | FLEET REFRESH, 2 CAMERA KIT | 45 | 02/01/2028 |
| Fleet 3 Advanced Renewal | 72040 | FLEET REFRESH, 2 CAMERA KIT | 1 | 02/01/2028 |

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| Fleet 3 Advanced Renewal | 80400 | FLEET, VEHICLE LICENSE | 45 | 03/01/2023 | 02/29/2028 |
| Fleet 3 Advanced Renewal | 80401 | FLEET 3, ALPR LICENSE, 1 CAMERA | 45 | 03/01/2023 | 02/29/2028 |
| Fleet 3 Advanced Renewal | 80402 | RESPOND DEVICE LICENSE - FLEET 3 | 45 | 03/01/2023 | 02/29/2028 |
| Fleet 3 Advanced Renewal | 80410 | FLEET, UNLIMITED STORAGE, 1 CAMERA | 90 | 03/01/2023 | 02/29/2028 |

## Services

| Bundle | Item | Description | QTY |
|---|---|---|---|
| Fleet 3 Advanced Renewal | 73392 | FLEET 3 UPGRADE INSTALLATION (PER VEHICLE) | 45 |

## Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| Fleet 3 Advanced Renewal | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 45 | 02/01/2024 | 02/29/2028 |
| Fleet 3 Advanced Renewal | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 1 | 02/01/2024 | 02/29/2028 |

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## Payment Details

### Feb 2023

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 1 | Fleet3ARe | Fleet 3 Advanced Renewal | 45 | $79,920.00 | $0.00 | $79,920.00 |
| Invoice Upon Fulfillment | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 45 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 1 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | **$79,920.00** | **$0.00** | **$79,920.00** |

### Feb 2024

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 2 | Fleet3ARe | Fleet 3 Advanced Renewal | 45 | $79,920.00 | $0.00 | $79,920.00 |
| **Total** | | | | **$79,920.00** | **$0.00** | **$79,920.00** |

### Feb 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 3 | Fleet3ARe | Fleet 3 Advanced Renewal | 45 | $79,920.00 | $0.00 | $79,920.00 |
| **Total** | | | | **$79,920.00** | **$0.00** | **$79,920.00** |

### Feb 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 4 | Fleet3ARe | Fleet 3 Advanced Renewal | 45 | $79,920.00 | $0.00 | $79,920.00 |
| **Total** | | | | **$79,920.00** | **$0.00** | **$79,920.00** |

### Feb 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 5 | Fleet3ARe | Fleet 3 Advanced Renewal | 45 | $79,920.00 | $0.00 | $79,920.00 |
| **Total** | | | | **$79,920.00** | **$0.00** | **$79,920.00** |

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Previously Executed



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**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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# Exceptions to Standard Terms and Conditions

This quote is contingent upon Agency payment of any and all outstanding invoices of contract #00044209.

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**Axon Enterprise, Inc.**
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

**Q-390693-44718.656KW**

Issued: 06/06/2022
Quote Expiration: 12/31/2022
Estimated Contract Start Date: 03/01/2023
Account Number: 109637
Payment Terms: N30
Delivery Method: Fedex - Ground

| SHIP TO | BILL TO |
|---|---|
| Delivery;Invoice-100 Perry St<br>100 Perry St<br>Castle Rock, CO 80104-2486<br>USA | Castle Rock Police Department - CO<br>100 Perry St<br>Castle Rock, CO 80104-2486<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| Kevin Watson<br>Phone: (480) 463-2203<br>Email: kwatson@axon.com<br>Fax: (480) 463-2203 | Todd Brown<br>Phone: (303) 814-6404<br>Email: tbrown@crgov.com<br>Fax: (303) 663-6105 |

## Quote Summary

| | |
|---|---|
| Program Length | 60 Months |
| **TOTAL COST** | $29,095.40 |
| **ESTIMATED TOTAL W/ TAX** | $29,095.40 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $533.00 |
| **TOTAL SAVINGS** | $2,665.00 |

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Feb 2023 | $5,819.08 | $0.00 | $5,819.08 |
| Feb 2024 | $5,819.08 | $0.00 | $5,819.08 |
| Feb 2025 | $5,819.08 | $0.00 | $5,819.08 |
| Feb 2026 | $5,819.08 | $0.00 | $5,819.08 |
| Feb 2027 | $5,819.08 | $0.00 | $5,819.08 |
| **Total** | **$29,095.40** | **$0.00** | **$29,095.40** |

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| | |
|---|---|
| Quote Unbundled Price: | $31,760.40 |
| Quote List Price: | $31,760.40 |
| Quote Subtotal: | $29,095.40 |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **A la Carte Software** | | | | | | | | | |
| 50039 | INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P | 3 | 60 | | $25.00 | $25.00 | $4,500.00 | $0.00 | $4,500.00 |
| 50043 | INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER | 2 | 60 | | $29.17 | $29.17 | $3,500.40 | $0.00 | $3,500.40 |
| 50045 | UNLIMITED INTERVIEW ROOM CLOUD STORAGE | 4 | 60 | | $99.00 | $87.90 | $21,095.00 | $0.00 | $21,095.00 |
| **Total** | | | | | | | **$29,095.40** | **$0.00** | **$29,095.40** |

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# Delivery Schedule

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| A la Carte | 50039 | INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P | 3 | 03/01/2023 | 02/29/2028 |
| A la Carte | 50043 | INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER | 2 | 03/01/2023 | 02/29/2028 |
| A la Carte | 50045 | UNLIMITED INTERVIEW ROOM CLOUD STORAGE | 4 | 03/01/2023 | 02/29/2028 |

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# Payment Details

## Feb 2023

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 1 | 50039 | INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P | 3 | $900.00 | $0.00 | $900.00 |
| Year 1 | 50043 | INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER | 2 | $700.08 | $0.00 | $700.08 |
| Year 1 | 50045 | UNLIMITED INTERVIEW ROOM CLOUD STORAGE | 4 | $4,219.00 | $0.00 | $4,219.00 |
| **Total** | | | | **$5,819.08** | **$0.00** | **$5,819.08** |

## Feb 2024

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 2 | 50039 | INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P | 3 | $900.00 | $0.00 | $900.00 |
| Year 2 | 50043 | INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER | 2 | $700.08 | $0.00 | $700.08 |
| Year 2 | 50045 | UNLIMITED INTERVIEW ROOM CLOUD STORAGE | 4 | $4,219.00 | $0.00 | $4,219.00 |
| **Total** | | | | **$5,819.08** | **$0.00** | **$5,819.08** |

## Feb 2025

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 3 | 50039 | INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P | 3 | $900.00 | $0.00 | $900.00 |
| Year 3 | 50043 | INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER | 2 | $700.08 | $0.00 | $700.08 |
| Year 3 | 50045 | UNLIMITED INTERVIEW ROOM CLOUD STORAGE | 4 | $4,219.00 | $0.00 | $4,219.00 |
| **Total** | | | | **$5,819.08** | **$0.00** | **$5,819.08** |

## Feb 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 4 | 50039 | INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P | 3 | $900.00 | $0.00 | $900.00 |
| Year 4 | 50043 | INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER | 2 | $700.08 | $0.00 | $700.08 |
| Year 4 | 50045 | UNLIMITED INTERVIEW ROOM CLOUD STORAGE | 4 | $4,219.00 | $0.00 | $4,219.00 |
| **Total** | | | | **$5,819.08** | **$0.00** | **$5,819.08** |

## Feb 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 5 | 50039 | INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P | 3 | $900.00 | $0.00 | $900.00 |
| Year 5 | 50043 | INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER | 2 | $700.08 | $0.00 | $700.08 |
| Year 5 | 50045 | UNLIMITED INTERVIEW ROOM CLOUD STORAGE | 4 | $4,219.00 | $0.00 | $4,219.00 |
| **Total** | | | | **$5,819.08** | **$0.00** | **$5,819.08** |

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**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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# Exceptions to Standard Terms and Conditions

Agency has existing contract #00047534 (originated via Q-318894) and is terminating that contract upon the new license start date (3/1/2023) of this quote.

The parties agree that Axon is granting a refund of $2,665.00 to refund paid, but undelivered services. This discount is based on a ship date range of 2/1/2023-2/15/2023, resulting in a 3/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices.

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# Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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7 **Warranty**.

**7.1 Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

**7.2 Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

**7.3 Spare Axon Devices**. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

**7.4 Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

**7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

**7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory**.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

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10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

**19 General.**

**19.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

**19.2 Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**19.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

**19.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

**19.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.

**19.6 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

**19.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

**19.8 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

**19.9 Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

**19.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**19.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

| | |
|---|---|
| Axon: Axon Enterprise, Inc.<br>Attn: Legal<br>17800 N. 85th Street<br>Scottsdale, Arizona 85255<br>legal@axon.com | Agency: Town of Castle Rock<br>Attn: Commander Todd Brown<br>100 N. Perry Street<br>Castle Rock, CO 80104<br>tbrown@crgov.com |

**19.12 Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

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understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

Signature: _____

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 4/23/2021 | 1:36 PM MST

DS

**Agency: Town of Castle Rock**

Signature: David L. Corliss

Name: David L. Corliss

Title: Town Manager

Date: 5/26/2021 | 5:42 PM MDT

**Attest**

Lisa Anderson, Town Clerk

**Approve as to form**

Michael J. Hyman, Town Attorney

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## Axon Cloud Services Terms of Use Appendix

1 **Definitions**.
"**Agency Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6 **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records



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Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- **13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- **13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- **13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- **13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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## Axon Customer Experience Improvement Program Appendix

1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

**1.1 ACEIP Tier 1.**

**1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

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## Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

| |
|---|
| **System set up and configuration (Remote Support)**<br>• Instructor-led setup of Axon View on smartphones (if applicable)<br>• Configure categories & custom roles based on Agency need<br>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access |
| **Dock configuration**<br>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock<br>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency<br>• Does not include physical mounting of docks |
| **Axon instructor training (Train the Trainer)**<br>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations |
| **End user go-live training and support sessions**<br>• Assistance with device set up and configuration<br>• Training on device use, Axon Evidence, and Evidence Sync |
| **Implementation document packet**<br>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |

3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

4 **CEW Services Packages**. CEW Services Packages are detailed below:

| |
|---|
| **System set up and configuration**<br>• Configure Axon Evidence categories & custom roles based on Agency need.<br>• Troubleshoot IT issues with Axon Evidence.<br>• Register users and assign roles in Axon Evidence.<br>• **For the CEW Full Service Package**: On-site assistance included<br>• **For the CEW Starter Package**: Virtual assistance included |
| **Dedicated Project Manager**<br>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout |
| **Best practice implementation planning session to include:**<br>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies<br>• Discuss the importance of entering metadata and best practices for digital data management<br>• Provide referrals to other agencies using TASER CEWs and Axon Evidence<br>• **For the CEW Full Service Package:** On-site assistance included<br>• **For the CEW Starter Package:** Virtual assistance included |

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| |
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| **System Admin and troubleshooting training sessions**<br>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence |
| **Axon Evidence Instructor training**<br>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.<br>• **For the CEW Full Service Package:** Training for up to 3 individuals at Agency<br>• **For the CEW Starter Package:** Training for up to 1 individual at Agency |
| **TASER CEW inspection and device assignment**<br>Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence. |
| **Post go-live review**<br>**For the CEW Full Service Package**: On-site assistance included.<br>**For the CEW Starter Package**: Virtual assistance included. |

5 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

| |
|---|
| **Archival of CEW Firing Logs**<br>Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models. |
| **Return of Old Weapons**<br>Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction. |

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

6 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

| |
|---|
| Removal of existing connection screws that affix a holster to a holster mount |
| Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount |
| Reattachment of the holster to the mount using appropriate screws |
| Functional testing of Signal Sidearm device |

7 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

8 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for

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the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

11 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

12 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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## Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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## TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

| Agency Size | Days to Return from Start Date of TASER 7 Subscription |
|---|---|
| Less than 100 officers | 30 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |

5 **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



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8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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## Axon Auto-Tagging Appendix

1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:

- 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
- 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
- 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
- 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
- 4.5 Promptly install and implement any software updates provided by Axon;
- 4.6 Ensure that all appropriate data backups are performed;
- 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
- 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
- 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
- 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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## Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

1 **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2 **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements**. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

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## Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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## Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

   If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.

3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.

4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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## Axon Virtual Reality Content Terms of Use Appendix

1 **Term**. The Quote will detail the duration of the Virtual Reality Content license.

2 **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.

3 **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:

- 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
- 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
- 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
- 3.4 use trade secret information contained in Virtual Reality Content;
- 3.5 resell, rent, loan or sublicense Virtual Reality Content;
- 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
- 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.

4 **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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## Axon Channel Services Appendix

1 **Definitions**.
"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3 **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

4 **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

6 **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of



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the Channel Services; and

7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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**Axon Enterprise, Inc.**
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

**Q-295397-44299.836MD**

Issued: 04/13/2021

Quote Expiration: 06/15/2021

Account Number: 109637

Payment Terms: Net 30
Delivery Method: Fedex - Ground

**SHIP TO**
Todd Brown
Castle Rock Police Dept. - CO
100 PERRY ST.
CASTLE ROCK, CO 80104
US

**BILL TO**
Castle Rock Police Dept. - CO
100 PERRY ST.
CASTLE ROCK, CO 80104
US

**SALES REPRESENTATIVE**
Mary Dunn
Phone: (480) 463-2187
Email: mdunn@axon.com
Fax: (480) 463-2187

**PRIMARY CONTACT**
Todd Brown
Phone: 1-303-663-6100
Email: tbrown@crgov.com

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## Year 1

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Axon Plans & Packages** | | | | | | |
| 20248 | TASER 7 EVIDENCE.COM ACCESS LICENSE | 120 | 1 | 0.00 | 0.00 | 0.00 |
| 20242 | TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73686 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 120 | 2,700 | 0.00 | 0.00 | 0.00 |
| 73680 | RESPOND DEVICE PLUS LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73681 | AXON RECORDS FULL | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73739 | PERFORMANCE LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 20248 | TASER 7 EVIDENCE.COM ACCESS LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 20246 | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 85760 | AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY) | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73618 | CITIZEN FOR COMMUNITIES USER ACCESS LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73478 | REDACTION ASSISTANT USER ACCESS LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 11642 | THIRD-PARTY VIDEO SUPPORT LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73687 | EVIDENCE.COM VIEWER LICENSE | 120 | 1 | 0.00 | 0.00 | 0.00 |
| 73682 | AUTO TAGGING LICENSE | 120 | 90 | 0.00 | 0.00 | 0.00 |

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## Year 1 (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| Hardware | | | | | | |
| 75015 | SIGNAL SIDEARM KIT | | 90 | 0.00 | 0.00 | 0.00 |
| 20050 | HOOK-AND-LOOP TRAINING (HALT) SUIT | | 2 | 0.00 | 0.00 | 0.00 |
| 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | | 90 | 0.00 | 0.00 | 0.00 |
| 20034 | TASER 7 10 YEAR HANDLE WARRANTY | | 90 | 0.00 | 0.00 | 0.00 |
| 73202 | AXON BODY 3 - NA10 | | 7 | 699.00 | 699.00 | 4,893.00 |
| 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | | 270 | 0.00 | 0.00 | 0.00 |
| 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | | 270 | 0.00 | 0.00 | 0.00 |
| 71044 | BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK | | 180 | 0.00 | 0.00 | 0.00 |
| 22179 | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS | | 45 | 0.00 | 0.00 | 0.00 |
| 22181 | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | | 45 | 0.00 | 0.00 | 0.00 |
| 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | | 2 | 43.90 | 43.90 | 87.80 |
| 74210 | AXON BODY 3 - 8 BAY DOCK | | 2 | 1,495.00 | 1,495.00 | 2,990.00 |
| 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |
| 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |
| 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | | 180 | 0.00 | 0.00 | 0.00 |
| 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | | 180 | 0.00 | 0.00 | 0.00 |
| 20018 | TASER 7 BATTERY PACK, TACTICAL | | 99 | 0.00 | 0.00 | 0.00 |
| 20035 | TASER 7 10 YEAR BATTERY WARRANTY | | 99 | 0.00 | 0.00 | 0.00 |
| 20036 | TASER 7 10 YEAR DOCK WARRANTY | | 1 | 0.00 | 0.00 | 0.00 |
| 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | | 1 | 0.00 | 0.00 | 0.00 |
| 74200 | TASER 7 6-BAY DOCK AND CORE | | 1 | 0.00 | 0.00 | 0.00 |
| 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 | | 2 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 7 | 0.00 | 0.00 | 0.00 |
| 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | | 1 | 0.00 | 0.00 | 0.00 |
| 20062 | TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND | | 80 | 0.00 | 0.00 | 0.00 |
| 20067 | TASER 7 HOLSTER - BLACKHAWK, LEFT HAND | | 10 | 0.00 | 0.00 | 0.00 |
| 20042 | TASER 7 DOCK & CORE WARRANTY, 4-YEAR | | 1 | 300.00 | 300.00 | 300.00 |
| 74200 | TASER 7 6-BAY DOCK AND CORE | | 1 | 1,500.00 | 14,883.99 | 14,883.99 |
| 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | | 1 | 43.90 | 43.90 | 43.90 |
| 20050 | HOOK-AND-LOOP TRAINING (HALT) SUIT | | 1 | 750.00 | 750.00 | 750.00 |

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## Year 1 (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Other** | | | | | | |
| 73943 | OFFICER SAFETY PLAN 7+ PREMIUM 10 YR BUNDLE HEADER | 120 | 90 | 0.00 | 0.00 | 0.00 |
| 73995 | OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5 | 12 | 90 | 2,868.00 | 2,734.66 | 246,119.40 |
| 80190 | Evidence.com Channel Services | | 1 | 0.00 | 0.00 | 0.00 |
| 20378 | HTC SUNRISE VR HEADSET | | 1 | 0.00 | 0.00 | 0.00 |
| 20271 | AXON VR CONTROLLER KIT | | 1 | 0.00 | 0.00 | 0.00 |
| 73827 | AB3 CAMERA TAP WARRANTY | 120 | 7 | 0.00 | 0.00 | 0.00 |
| 73828 | AB3 8 BAY DOCK TAP WARRANTY | 120 | 2 | 0.00 | 0.00 | 0.00 |
| 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| 80087 | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) | | 2 | 0.00 | 0.00 | 0.00 |
| 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | | 2 | 0.00 | 0.00 | 0.00 |
| **Services** | | | | | | |
| 20384 | FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE | 120 | 1 | 0.00 | 0.00 | 0.00 |
| 79999 | AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE | | 1 | 0.00 | 0.00 | 0.00 |
| 85144 | AXON STARTER | | 1 | 2,750.00 | 0.00 | 0.00 |
| 85147 | CEW STARTER | | 1 | 2,750.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 270,068.09 |
| | | | | | Estimated Shipping | 0.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,068.09 |

## Year 1 - TAP Refresh

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Hardware** | | | | | | |
| 73202 | AXON BODY 3 - NA10 | | 83 | 0.00 | 0.00 | 0.00 |
| 74211 | AXON BODY 3 - 1 BAY DOCK | | 83 | 0.00 | 0.00 | 0.00 |
| 87060 | TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY | 12 | 83 | 0.00 | 0.00 | 0.00 |
| 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | | 91 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 83 | 0.00 | 0.00 | 0.00 |
| **Other** | | | | | | |
| 73827 | AB3 CAMERA TAP WARRANTY | 12 | 83 | 0.00 | 0.00 | 0.00 |

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## Year 1 - TAP Refresh (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Other (Continued)** | | | | | | |
| 71104 | NORTH AMER POWER CORD FOR AB3 1-BAY DOCK | | 83 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 0.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 0.00 |

## Spares

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Hardware** | | | | | | |
| 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | | 3 | 0.00 | 0.00 | 0.00 |
| 73202 | AXON BODY 3 - NA10 | | 3 | 0.00 | 0.00 | 0.00 |
| 20034 | TASER 7 10 YEAR HANDLE WARRANTY | | 3 | 0.00 | 0.00 | 0.00 |
| 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | | 3 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 3 | 0.00 | 0.00 | 0.00 |
| **Other** | | | | | | |
| 73827 | AB3 CAMERA TAP WARRANTY | 12 | 3 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 0.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 0.00 |

## Year 2

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Hardware** | | | | | | |
| 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |
| 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |
| **Other** | | | | | | |
| 73995 | OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5 | 12 | 90 | 2,868.00 | 3,000.75 | 270,067.50 |
| 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

## Year 3

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Hardware** | | | | | | |
| 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

## Year 3 (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Hardware (Continued)** | | | | | | |
| 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |
| 22177 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS | | 180 | 0.00 | 0.00 | 0.00 |
| 22178 | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | | 180 | 0.00 | 0.00 | 0.00 |
| **Other** | | | | | | |
| 73995 | OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5 | 12 | 90 | 2,868.00 | 3,000.75 | 270,067.50 |
| 73309 | AXON CAMERA REFRESH ONE | | 90 | 0.00 | 0.00 | 0.00 |
| 73689 | MULTI-BAY BWC DOCK 1ST REFRESH | | 2 | 0.00 | 0.00 | 0.00 |
| 73309 | AXON CAMERA REFRESH ONE | | 3 | 0.00 | 0.00 | 0.00 |
| 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

## Year 4

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Hardware** | | | | | | |
| 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |
| 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |
| **Other** | | | | | | |
| 73995 | OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5 | 12 | 90 | 2,868.00 | 3,000.75 | 270,067.50 |
| 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

## Year 5

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Hardware** | | | | | | |
| 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |
| 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | | 180 | 0.00 | 0.00 | 0.00 |

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

## Year 5 (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Other** | | | | | | |
| 73995 | OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5 | 12 | 90 | 2,868.00 | 3,000.75 | 270,067.50 |
| 73310 | AXON CAMERA REFRESH TWO | | 90 | 0.00 | 0.00 | 0.00 |
| 73313 | 1-BAY DOCK AXON CAMERA REFRESH ONE | | 83 | 0.00 | 0.00 | 0.00 |
| 73688 | MULTI-BAY BWC DOCK 2ND REFRESH | | 2 | 0.00 | 0.00 | 0.00 |
| 73310 | AXON CAMERA REFRESH TWO | | 3 | 0.00 | 0.00 | 0.00 |
| 20120 | TASER 7 INSTRUCTOR COURSE VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| 20119 | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER | | 1 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

## Year 6

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Other** | | | | | | |
| 73964 | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y6 | 12 | 90 | 2,954.04 | 3,000.75 | 270,067.50 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

## Year 7

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Other** | | | | | | |
| 73965 | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y7 | 12 | 90 | 3,042.72 | 3,000.75 | 270,067.50 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

## Year 8

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| **Other** | | | | | | |
| 73966 | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y8 | 12 | 90 | 3,133.92 | 3,000.75 | 270,067.50 |
| 73345 | AXON CAMERA REFRESH THREE | | 90 | 0.00 | 0.00 | 0.00 |
| 73347 | MULTI-BAY BWC DOCK 3RD REFRESH | | 2 | 0.00 | 0.00 | 0.00 |
| 73345 | AXON CAMERA REFRESH THREE | | 3 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

## Year 9

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| Other | | | | | | |
| 73967 | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y9 | 12 | 90 | 3,228.00 | 3,000.75 | 270,067.50 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

## Year 10

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|---|---|---|---|---|---|---|
| Other | | | | | | |
| 73968 | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y10 | 12 | 90 | 3,324.84 | 3,000.75 | 270,067.50 |
| 73346 | AXON CAMERA REFRESH FOUR | | 90 | 0.00 | 0.00 | 0.00 |
| 73314 | 1-BAY DOCK AXON CAMERA REFRESH TWO | | 83 | 0.00 | 0.00 | 0.00 |
| 73348 | MULTI-BAY BWC DOCK 4TH REFRESH | | 2 | 0.00 | 0.00 | 0.00 |
| 73346 | AXON CAMERA REFRESH FOUR | | 3 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 270,067.50 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 270,067.50 |

| | |
|---|---|
| **Grand Total** | **2,700,675.59** |

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

# Discounts (USD)

Quote Expiration: 06/15/2021

| | |
|---|---|
| List Amount | 2,718,181.50 |
| Discounts | 17,505.91 |
| **Total** | **2,700,675.59** |

*Total excludes applicable taxes

# Summary of Payments

| Payment | Amount (USD) |
|---|---|
| Year 1 | 270,068.09 |
| Year 1 - TAP Refresh | 0.00 |
| Spares | 0.00 |
| Year 2 | 270,067.50 |
| Year 3 | 270,067.50 |
| Year 4 | 270,067.50 |
| Year 5 | 270,067.50 |
| Year 6 | 270,067.50 |
| Year 7 | 270,067.50 |
| Year 8 | 270,067.50 |

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

## Summary of Payments (Continued)

| Payment | Amount (USD) |
|---|---|
| Year 9 | 270,067.50 |
| Year 10 | 270,067.50 |
| **Grand Total** | **2,700,675.59** |

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

Tax is subject to change at order processing with valid exemption.

## Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) **and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Signature:** _____ **Date:** _____

**Name (Print):** _____ **Title:** _____

**PO# (Or write N/A):** _____

Please sign and email to Mary Dunn at mdunn@axon.com or fax to (480) 463-2187

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Previously Executed

| ***Axon Internal Use Only*** | | |
|---|---|---|
| | | SFDC Contract#:<br>Order Type:<br>RMA#:<br>Address Used:<br>SO#: |
| Review 1 | Review 2 | |
| Comments: | | |

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

DocuSign Envelope ID: 44044C76-4A29-4E2C-A5D8-9A9EB0229AA0

AXON

**Castle Rock Police Dept. - CO**

Previously Executed

## ATTENTION

This order may qualify for freight shipping, please fill out the following information.

| | |
|---|---|
| What is the contact name and phone number for this shipment? | |
| What are your receiving hours? (Monday-Friday) | |
| Is a dock available for this incoming shipment? | |
| Are there any delivery restrictions? (no box trucks, etc.) | |

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

# EXHIBIT B

## AXON QUOTE Q-575833-45446.896DG

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

**Axon Enterprise, Inc.**
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

**Q-575833-45446.896DG**

Issued: 06/03/2024

Quote Expiration: 06/25/2024

Estimated Contract Start Date: 07/01/2024

Account Number: 109637

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO | SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|---|---|
| Castle Rock Police Dept. - CO<br>100 Perry St<br>Castle Rock,<br>CO<br>80104-2486<br>USA | Castle Rock Police Department - CO<br>100 Perry St<br>Castle Rock<br>CO<br>80104-2486<br>USA<br>Email: | David Gollobit<br>Phone: +1 6023212774<br>Email: dgollobit@axon.com<br>Fax: | Todd Brown<br>Phone: (303) 814-6404<br>Email: tbrown@crgov.com<br>Fax: (303) 663-6105 |

Previously Executed

## Quote Summary

| | |
|---|---|
| Program Length | 84 Months |
| **TOTAL COST** | $618,408.00 |
| **ESTIMATED TOTAL W/ TAX** | $618,408.00 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $5,518.80 |
| **TOTAL SAVINGS** | $38,631.60 |



Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Jul 2024 | $52,564.68 | $0.00 | $52,564.68 |
| Jun 2025 | $94,307.22 | $0.00 | $94,307.22 |
| Jun 2026 | $94,307.22 | $0.00 | $94,307.22 |
| Jun 2027 | $94,307.22 | $0.00 | $94,307.22 |
| Jun 2028 | $94,307.22 | $0.00 | $94,307.22 |
| Jun 2029 | $94,307.22 | $0.00 | $94,307.22 |
| Jun 2030 | $94,307.22 | $0.00 | $94,307.22 |
| **Total** | **$618,408.00** | **$0.00** | **$618,408.00** |

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

| | |
|---|---|
| **Quote Unbundled Price:** | **$657,039.60** |
| **Quote List Price:** | **$657,039.60** |
| **Quote Subtotal:** | **$618,408.00** |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **A la Carte Software** | | | | | | | | | |
| 73680 | AXON RESPOND PLUS - LICENSE | 10 | 84 | | $22.43 | $0.00 | $0.00 | $0.00 | $0.00 |
| 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 10 | 84 | | $23.56 | $0.00 | $0.00 | $0.00 | $0.00 |
| 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | 84 | | $73.62 | $73.62 | $618,408.00 | $0.00 | $618,408.00 |
| **Total** | | | | | | | **$618,408.00** | **$0.00** | **$618,408.00** |

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

## Delivery Schedule

### Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|

### Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| A la Carte | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | 07/01/2024 | 06/30/2031 |
| A la Carte | 73680 | AXON RESPOND PLUS - LICENSE | 10 | 07/01/2024 | 06/30/2031 |
| A la Carte | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 10 | 07/01/2024 | 06/30/2031 |

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

## Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|---|---|---|---|---|---|
| 1 | 100 Perry St | Castle Rock | CO | 80104-2486 | USA |

## Payment Details

**Jul 2024**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Add-On Payment 1 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | $52,564.68 | $0.00 | $52,564.68 |
| Invoice Upon Fulfillment | 73680 | AXON RESPOND PLUS - LICENSE | 10 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE | 10 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | **$52,564.68** | **$0.00** | **$52,564.68** |

**Jun 2025**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Add-On Payment 2 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | $94,307.22 | $0.00 | $94,307.22 |
| **Total** | | | | **$94,307.22** | **$0.00** | **$94,307.22** |

**Jun 2026**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Add-On Payment 3 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | $94,307.22 | $0.00 | $94,307.22 |
| **Total** | | | | **$94,307.22** | **$0.00** | **$94,307.22** |

**Jun 2027**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Add-On Payment 4 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | $94,307.22 | $0.00 | $94,307.22 |
| **Total** | | | | **$94,307.22** | **$0.00** | **$94,307.22** |

**Jun 2028**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Add-On Payment 5 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | $94,307.22 | $0.00 | $94,307.22 |
| **Total** | | | | **$94,307.22** | **$0.00** | **$94,307.22** |

**Jun 2029**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Add-On Payment 6 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | $94,307.22 | $0.00 | $94,307.22 |
| **Total** | | | | **$94,307.22** | **$0.00** | **$94,307.22** |

**Jun 2030**

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Add-On Payment 7 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 100 | $94,307.22 | $0.00 | $94,307.22 |
| **Total** | | | | **$94,307.22** | **$0.00** | **$94,307.22** |

Previously Executed

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

Previously Executed

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Docusign Envelope ID: FD8AC129-5DCE-41C9-8930-BC995CEAC8F3

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Signature

Date Signed

6/3/2024

Previously Executed

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A



# EXHIBIT B-3

## AXON QUOTE Q-763276-46002DG

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-763276-46002DG

Issued: 12/11/2025

Quote Expiration: 01/23/2026

Estimated Contract Start Date: 02/01/2026

Account Number: 109637

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

| SHIP TO | BILL TO |
|---|---|
| Castle Rock Police Dept. - CO<br>100 Perry St<br>Castle Rock,<br>CO<br>80104-2486<br>USA | Castle Rock Police Department - CO<br>100 Perry St<br>Castle Rock<br>CO<br>80104-2486<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| David Gollobit<br>Phone: +1 6023212774<br>Email: dgollobit@axon.com<br>Fax: | Mark Galvan<br>Phone:<br>Email: mgalvan@crgov.com<br>Fax: |

## Quote Summary

| Program Length | 65 Months |
|---|---|
| TOTAL COST | $673,778.01 |
| ESTIMATED TOTAL W/ TAX | $673,778.01 |

## Discount Summary

| Average Savings Per Year | $47,361.23 |
|---|---|
| TOTAL SAVINGS | $256,540.02 |

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## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Feb 2026 | $19,738.40 | $0.00 | $19,738.40 |
| Jul 2026 | $130,807.92 | $0.00 | $130,807.92 |
| Jul 2027 | $130,807.92 | $0.00 | $130,807.92 |
| Jul 2028 | $130,807.92 | $0.00 | $130,807.92 |
| Jul 2029 | $130,807.92 | $0.00 | $130,807.92 |
| Jul 2030 | $130,807.93 | $0.00 | $130,807.93 |
| Total | $673,778.01 | $0.00 | $673,778.01 |

| | |
|---|---|
| Quote Unbundled Price: | $930,340.25 |
| Quote List Price: | $705,277.75 |
| Quote Subtotal: | $673,778.01 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Program** | | | | | | | | | |
| 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | 65 | | $51.55 | $51.55 | $56,962.75 | $0.00 | $56,962.75 |
| M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | 65 | $519.90 | $381.40 | $365.75 | $594,340.26 | $0.00 | $594,340.26 |
| **A la Carte Hardware** | | | | | | | | | |
| 11508 | AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE | 10 | | | $34.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| H00001 | AB4 Camera Bundle | 25 | | | $899.00 | $899.00 | $22,475.00 | $0.00 | $22,475.00 |
| H00003 | AB4 1-Bay Dock Bundle | 25 | | | $229.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Total | | | | | | | $673,778.01 | $0.00 | $673,778.01 |

## Delivery Schedule

### Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| AB4 1-Bay Dock Bundle | 100201 | AXON BODY 4 - DOCK - SINGLE BAY | 25 | 1 | 01/01/2026 |
| AB4 1-Bay Dock Bundle | 71104 | AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA | 25 | 1 | 01/01/2026 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 25 | 1 | 01/01/2026 |
| AB4 Camera Bundle | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C | 28 | 1 | 01/01/2026 |
| AB4 Camera Bundle | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 28 | 1 | 01/01/2026 |
| AB4 Camera Bundle | 11507 | AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE | 28 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100126 | AXON VR - TACTICAL BAG | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100591 | AXON TASER - CLEANING KIT | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100623 | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2) | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100681 | AXON SIGNAL - SIDEARM SENSOR ONLY | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100832 | AXON VR - CONTROLLER - HANDGUN VR19H | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100833 | AXON VR - CONTROLLER - TASER 7 | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101290 | AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101294 | AXON VR - TABLET | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101300 | AXON VR - TABLET CASE | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101751 | AXON VR - HEADSET - HTC FOCUS VISION | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20008 | AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 30 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20063 | AXON TASER 7 - HOLSTER - SAFARILAND RH | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 125 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 125 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22177 | AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS | 50 | 1 | 01/01/2026 |

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## Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22178 | AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS | 50 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22179 | AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22181 | AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 71044 | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK | 50 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN | 1 | 1 | 01/01/2026 |
| A la Carte | 11508 | AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE | 10 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 50 | 1 | 01/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 50 | 1 | 01/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 50 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 50 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22177 | AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS | 50 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22178 | AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS | 50 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100210 | AXON VR - TAP REFRESH 1 - TABLET | 1 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101009 | AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER | 1 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101012 | AXON VR - TAP REFRESH 1 - TASER CONTROLLER | 1 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20373 | AXON VR - TAP REFRESH 1 - HEADSET | 1 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 25 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73313 | AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY | 25 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 50 | 1 | 01/01/2029 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 50 | 1 | 01/01/2029 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 50 | 1 | 01/01/2030 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 50 | 1 | 01/01/2030 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100211 | AXON VR - TAP REFRESH 2 - TABLET | 1 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101010 | AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER | 1 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101013 | AXON VR - TAP REFRESH 2 - TASER CONTROLLER | 1 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20374 | AXON VR - TAP REFRESH 2 - HEADSET | 1 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 25 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73314 | AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY | 25 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20242 | AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE | 25 | 1 | 06/30/2031 |

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100590 | AXON MY90 - LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 25 | 02/01/2026 | 06/30/2031 |

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101706 | AXON FUSUS - LICENSE - PRO+ USER | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20370 | AXON VR - USER ACCESS - FULL VR | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73449 | AXON BODY - LEGACY LICENSE - CONNECTED CAMERA | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73618 | AXON COMMUNITY REQUEST | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73638 | AXON STANDARDS - LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73739 | AXON PERFORMANCE - LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 25 | 02/01/2026 | 06/30/2031 |

## Services

| Bundle | Item | Description | QTY |
|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 25 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 25 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20246 | AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 25 |

## Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100197 | AXON VR - EXT WARRANTY - HEADSET | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100213 | AXON VR - EXT WARRANTY - TABLET | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101007 | AXON VR - EXT WARRANTY - TASER CONTROLLER | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101008 | AXON VR - EXT WARRANTY - HANDGUN CONTROLLER | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 30 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80395 | AXON TASER 7 - EXT WARRANTY - HANDLE | 25 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 25 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80466 | AXON BODY - TAP WARRANTY - SINGLE BAY DOCK | 25 | 01/01/2027 | 06/30/2031 |

## Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|---|---|---|---|---|---|
| 1 | 100 Perry St | Castle Rock | CO | 80104-2486 | USA |

## Payment Details

### Jan 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Invoice Upon Fulfillment | 11508 | AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE | 10 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | H00001 | AB4 Camera Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Total | | | | $0.00 | $0.00 | $0.00 |

### Feb 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 1 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $4,890.77 | $0.00 | $4,890.77 |
| Year 1 | H00001 | AB4 Camera Bundle | 25 | $1,929.68 | $0.00 | $1,929.68 |
| Year 1 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 1 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $12,917.95 | $0.00 | $12,917.95 |
| Invoice Upon Fulfillment | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $0.00 | $0.00 | $0.00 |
| Total | | | | $19,738.40 | $0.00 | $19,738.40 |

### Jul 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 2 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $10,253.30 | $0.00 | $10,253.30 |
| Year 2 | H00001 | AB4 Camera Bundle | 25 | $4,045.50 | $0.00 | $4,045.50 |
| Year 2 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 2 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $116,509.12 | $0.00 | $116,509.12 |
| Total | | | | $130,807.92 | $0.00 | $130,807.92 |

### Jul 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 3 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $10,253.30 | $0.00 | $10,253.30 |
| Year 3 | H00001 | AB4 Camera Bundle | 25 | $4,045.50 | $0.00 | $4,045.50 |
| Year 3 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 3 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $116,509.12 | $0.00 | $116,509.12 |
| Total | | | | $130,807.92 | $0.00 | $130,807.92 |

### Jul 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 4 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $10,253.30 | $0.00 | $10,253.30 |
| Year 4 | H00001 | AB4 Camera Bundle | 25 | $4,045.50 | $0.00 | $4,045.50 |
| Year 4 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 4 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $116,509.12 | $0.00 | $116,509.12 |
| Total | | | | $130,807.92 | $0.00 | $130,807.92 |

| Jul 2029 | | | | | | |
|---|---|---|---|---|---|---|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 5 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $10,253.30 | $0.00 | $10,253.30 |
| Year 5 | H00001 | AB4 Camera Bundle | 25 | $4,045.50 | $0.00 | $4,045.50 |
| Year 5 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 5 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $116,509.12 | $0.00 | $116,509.12 |
| Total | | | | $130,807.92 | $0.00 | $130,807.92 |

| Jul 2030 | | | | | | |
|---|---|---|---|---|---|---|
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Year 6 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $11,058.80 | $0.00 | $11,058.80 |
| Year 6 | H00001 | AB4 Camera Bundle | 25 | $4,363.32 | $0.00 | $4,363.32 |
| Year 6 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 6 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $115,385.81 | $0.00 | $115,385.81 |
| Total | | | | $130,807.93 | $0.00 | $130,807.93 |

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A

Signature

Date Signed

12/11/2025



Docusign Envelope ID: 84D640EA-1B8E-4984-9039-8CB80F47B93A



## EXHIBIT B-4

## Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Town a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Town any right to enhancements or updates, but if such are made available to Town and obtained by Town, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Town agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Town terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Town may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Town may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Town may not rent, lease, sublicense, grant a security interest in or otherwise transfer Town's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Town with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Town may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Town. If Town receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Town to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Town agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Town ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Town's computer or computer system, Town agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be

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downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Town supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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## My90 Terms of Use Appendix

**1. Definitions.**

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Town would like to obtain feedback.

1.3. "**Town Data**" means

1.3.1. "My90 Town Content" which means data, including Recipient Contact Information, provided to My90 directly by Town or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Town Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Town's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and Town support activities. My90 Non-Content Data does not include My90 Town Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Town and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Town a subscription to My90, Town may access and use My90 to store and manage My90 Town Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern

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all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.
4. **Town Owns My90 Town Content.** Town controls or owns all rights, titles, and interests in My90 Town Content. Except as outlined herein, Axon obtains no interest in My90 Town Content, and My90 Town Content is not Axon's business records. Except as set forth in this Agreement, Town is responsible for uploading, sharing, managing, and deleting My90 Town Content. Axon will only have access to My90 Town Content for the limited purposes set forth herein. Town agrees to allow Axon access to My90 Town Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Town Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Town Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Town Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Town, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Town use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Town agrees to allow Axon access to My90 Non-Content Data from Town to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Town Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Town Data. For all Town, Axon will Process and store Town Data within the country in which Town is located. Ownership of My90 Town Content remains with Town.
9. **Required Disclosures.** Axon will not disclose Town Data that Town shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Town if any disclosure request is received for Town Data so Town may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
    10.1. Axon may share Town Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Town.
    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Towns, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Town grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Town Data for internal

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use including but not limited to analysis and creation of derivatives. Axon may not release Town Data to any third party under this right that is not aggregated and de-identified. Town acknowledges that Town will have no intellectual property right in any media, good or service developed or improved by Axon. Town acknowledges that Axon may make any lawful use of My90 Data and any derivative of Town Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Town will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Town Use of Aggregated Survey Response.** Axon will make available to Town Aggregated Survey Response and rights to use for any Town purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Town by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Town's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Town Content. If in regard to My90 Town Content, Axon receives a Data Subject Request from Town's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Town. Town will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Town Content.** With regard to the processing of My90 Town Content, Axon shall, if not prohibited by applicable law, notify Town without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Town Content; (b) receives a complaint or request from a third party regarding the obligations of Town or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Town Content or the Processing or protection of My90 Town Content. Axon shall not respond to such requests, complaints, or communications, unless Town has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Town of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Town Content, Town will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Town acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Town also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Town or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Town Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Town is responsible for:

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18.1. Ensuring My90 Town Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

18.2. Ensuring that only My90 Town Content that is authorized to be shared for the purposes outlined is shared with Axon. Town will periodically monitor or audit this shared data;

18.3. Using an appropriately secure data transfer mechanism to provide My90 Town Content to Axon;

18.4. Immediately notify Axon if My90 Town Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Town Content in the event Town requests to un-share previously shared My90 Town Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Town will:

19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

19.2. develop a set of default qualification criteria of what My90 Town Content may be shared with Axon; and

19.3. assign responsibilities for managing what My90 Town Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Town Responsibilities.** Town is responsible for:

20.1. ensuring no My90 Town Content or Town End User's use of My90 Town Content or My90 violates this Agreement or applicable laws;

20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Town Data in accordance with this Agreement; and

20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Town becomes aware of any violation of this Agreement by an End User, Town will immediately terminate that End User's access to My90. Town will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Town Content. Town is responsible for ensuring the configuration and utilization of My90 meets applicable Town regulations and standards. Town may not sell, transfer, or sublicense access to any other entity or person. Town shall contact Axon immediately if an unauthorized party may be using Town's account or My90 Town Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Town's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Town or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other Town; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Town remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Town Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Town and Town End Users, may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source

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code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Town obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Town may create, distribute, and analyze feedback from individuals it designates. Town may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Town may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Town Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Town to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Town use. Town will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Town to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Town; (2) other Axon Town; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Town stakeholders, market the partnership to the public, and facilitate training.

## Certificate Of Completion

Envelope Id: 84D640EA-1B8E-4984-9039-8CB80F47B93A
Status: Completed
Subject: Complete with Docusign: Axon Enterprise Inc. Additional Equipment and Services AMD3 CON-2025-07...
Source Envelope:
Document Pages: 85
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Arizona

Envelope Originator:
Brian Frey
17800 N 85th St
Scottsdale, AZ 85255
bfrey@axon.com
IP Address: 2601:600:9080:2

## Record Tracking

Status: Original
1/12/2026 1:54:48 PM
Holder: Brian Frey
bfrey@axon.com
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Robert E. Driscoll, Jr.<br>bobby@axon.com<br>Deputy General Counsel<br>Axon Enterprise, Inc.<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Robert E. Driscoll, Jr.<br>55DAEBB131A4424...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 75.167.15.255 | Sent: 1/12/2026 1:56:36 PM<br>Viewed: 1/12/2026 3:08:34 PM<br>Signed: 1/12/2026 3:08:54 PM |

**Electronic Record and Signature Disclosure:**
Not Offered via Docusign

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Dave Gollobit<br>dgollobit@axon.com<br>Security Level: Email, Account Authentication (None) | COPIED | Sent: 1/12/2026 1:56:37 PM<br>Viewed: 1/12/2026 3:09:58 PM |

**Electronic Record and Signature Disclosure:**
Accepted: 12/5/2025 8:12:31 AM
ID: f18b9b5c-b195-4b98-b3f0-0e1e1a41e7a5

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 1/12/2026 1:56:37 PM |
| Certified Delivered | Security Checked | 1/12/2026 3:08:34 PM |
| Signing Complete | Security Checked | 1/12/2026 3:08:54 PM |
| Completed | Security Checked | 1/12/2026 3:08:54 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

## Electronic Record and Signature Disclosure

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Axon Enterprise, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Axon Enterprise, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: legal@axon.com

**To advise Axon Enterprise, Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legal@axon.com and in the body of such request you must state: your previous email

address, your new email address.  We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Axon Enterprise, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legal@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Axon Enterprise, Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to legal@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent..  The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axon Enterprise, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprise, Inc. during the course of your relationship with Axon Enterprise, Inc..

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

**Q-763276-46002DG**

Issued: 12/11/2025

Quote Expiration: 01/23/2026

Estimated Contract Start Date: 02/01/2026

Account Number: 109637

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

| SHIP TO | BILL TO |
|---|---|
| Castle Rock Police Dept. - CO<br>100 Perry St<br>Castle Rock,<br>CO<br>80104-2486<br>USA | Castle Rock Police Department - CO<br>100 Perry St<br>Castle Rock<br>CO<br>80104-2486<br>USA<br>Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|---|
| David Gollobit<br>Phone: +1 6023212774<br>Email: dgollobit@axon.com<br>Fax: | Mark Galvan<br>Phone:<br>Email: mgalvan@crgov.com<br>Fax: |

## Quote Summary

| | |
|---|---|
| Program Length | 65 Months |
| **TOTAL COST** | $673,778.01 |
| **ESTIMATED TOTAL W/ TAX** | $673,778.01 |

## Discount Summary

| | |
|---|---|
| Average Savings Per Year | $47,361.23 |
| **TOTAL SAVINGS** | $256,540.02 |

## Payment Summary

| Date | Subtotal | Tax | Total |
|---|---|---|---|
| Feb 2026 | $19,738.40 | $0.00 | $19,738.40 |
| Jul 2026 | $130,807.92 | $0.00 | $130,807.92 |
| Jul 2027 | $130,807.92 | $0.00 | $130,807.92 |
| Jul 2028 | $130,807.92 | $0.00 | $130,807.92 |
| Jul 2029 | $130,807.92 | $0.00 | $130,807.92 |
| Jul 2030 | $130,807.93 | $0.00 | $130,807.93 |
| **Total** | **$673,778.01** | **$0.00** | **$673,778.01** |

| | |
|---|---|
| **Quote Unbundled Price:** | **$930,340.25** |
| **Quote List Price:** | **$705,277.75** |
| **Quote Subtotal:** | **$673,778.01** |

## Pricing

***All deliverables are detailed in Delivery Schedules section lower in proposal***

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|---|---|---|
| **Program** | | | | | | | | | |
| 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | 65 | | $51.55 | $51.55 | $56,962.75 | $0.00 | $56,962.75 |
| M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | 65 | $519.90 | $381.40 | $365.75 | $594,340.26 | $0.00 | $594,340.26 |
| **A la Carte Hardware** | | | | | | | | | |
| 11508 | AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE | 10 | | | $34.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| H00001 | AB4 Camera Bundle | 25 | | | $899.00 | $899.00 | $22,475.00 | $0.00 | $22,475.00 |
| H00003 | AB4 1-Bay Dock Bundle | 25 | | | $229.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | | | | **$673,778.01** | **$0.00** | **$673,778.01** |

## Delivery Schedule

### Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| AB4 1-Bay Dock Bundle | 100201 | AXON BODY 4 - DOCK - SINGLE BAY | 25 | 1 | 01/01/2026 |
| AB4 1-Bay Dock Bundle | 71104 | AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA | 25 | 1 | 01/01/2026 |
| AB4 Camera Bundle | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 25 | 1 | 01/01/2026 |
| AB4 Camera Bundle | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C | 28 | 1 | 01/01/2026 |
| AB4 Camera Bundle | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE | 28 | 1 | 01/01/2026 |
| AB4 Camera Bundle | 11507 | AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE | 28 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100126 | AXON VR - TACTICAL BAG | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100591 | AXON TASER - CLEANING KIT | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100623 | ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2) | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100681 | AXON SIGNAL - SIDEARM SENSOR ONLY | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100832 | AXON VR - CONTROLLER - HANDGUN VR19H | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100833 | AXON VR - CONTROLLER - TASER 7 | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101290 | AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101294 | AXON VR - TABLET | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101300 | AXON VR - TABLET CASE | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101751 | AXON VR - HEADSET - HTC FOCUS VISION | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20008 | AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20018 | AXON TASER - BATTERY PACK - TACTICAL | 30 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20063 | AXON TASER 7 - HOLSTER - SAFARILAND RH | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 125 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 125 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22177 | AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS | 50 | 1 | 01/01/2026 |

## Hardware

| Bundle | Item | Description | QTY | Shipping Location | Estimated Delivery Date |
|---|---|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22178 | AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS | 50 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22179 | AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22181 | AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS | 25 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 70033 | AXON - DOCK WALL MOUNT - BRACKET ASSY | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 71019 | AXON BODY - DOCK POWERCORD - NORTH AMERICA | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 71044 | AXON SIGNAL - BATTERY - CR2430 SINGLE PACK | 50 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 74200 | AXON TASER - DOCK - SIX BAY PLUS CORE | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80087 | AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED | 1 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80090 | AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN | 1 | 1 | 01/01/2026 |
| A la Carte | 11508 | AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE | 10 | 1 | 01/01/2026 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 50 | 1 | 01/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 50 | 1 | 01/01/2027 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 50 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 50 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22177 | AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS | 50 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22178 | AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS | 50 | 1 | 01/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100210 | AXON VR - TAP REFRESH 1 - TABLET | 1 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101009 | AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER | 1 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101012 | AXON VR - TAP REFRESH 1 - TASER CONTROLLER | 1 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20373 | AXON VR - TAP REFRESH 1 - HEADSET | 1 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73309 | AXON BODY - TAP REFRESH 1 - CAMERA | 25 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73313 | AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY | 25 | 1 | 07/01/2028 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 50 | 1 | 01/01/2029 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 50 | 1 | 01/01/2029 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22175 | AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS | 50 | 1 | 01/01/2030 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 22176 | AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS | 50 | 1 | 01/01/2030 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100211 | AXON VR - TAP REFRESH 2 - TABLET | 1 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101010 | AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER | 1 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101013 | AXON VR - TAP REFRESH 2 - TASER CONTROLLER | 1 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20374 | AXON VR - TAP REFRESH 2 - HEADSET | 1 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA | 25 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73314 | AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY | 25 | 1 | 01/01/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20242 | AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE | 25 | 1 | 06/30/2031 |

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100165 | AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100590 | AXON MY90 - LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101180 | AXON TASER - DATA SCIENCE PROGRAM | 25 | 02/01/2026 | 06/30/2031 |

## Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101706 | AXON FUSUS - LICENSE - PRO+ USER | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 1 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20248 | AXON TASER - EVIDENCE.COM LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20370 | AXON VR - USER ACCESS - FULL VR | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73449 | AXON BODY - LEGACY LICENSE - CONNECTED CAMERA | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73478 | AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73618 | AXON COMMUNITY REQUEST | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73638 | AXON STANDARDS - LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73682 | AXON EVIDENCE - AUTO TAGGING LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73686 | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE) | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73739 | AXON PERFORMANCE - LICENSE | 25 | 02/01/2026 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 73746 | AXON EVIDENCE - ECOM LICENSE - PRO | 25 | 02/01/2026 | 06/30/2031 |

## Services

| Bundle | Item | Description | QTY |
|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101193 | AXON TASER - ON DEMAND CERTIFICATION | 25 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 11642 | AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT | 25 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 20246 | AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE | 25 |

## Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|---|---|---|---|---|---|
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100197 | AXON VR - EXT WARRANTY - HEADSET | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 100213 | AXON VR - EXT WARRANTY - TABLET | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101007 | AXON VR - EXT WARRANTY - TASER CONTROLLER | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 101008 | AXON VR - EXT WARRANTY - HANDGUN CONTROLLER | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10 | 30 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80395 | AXON TASER 7 - EXT WARRANTY - HANDLE | 25 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10 | 1 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80464 | AXON BODY - TAP WARRANTY - CAMERA | 25 | 01/01/2027 | 06/30/2031 |
| BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 80466 | AXON BODY - TAP WARRANTY - SINGLE BAY DOCK | 25 | 01/01/2027 | 06/30/2031 |

## Shipping Locations

| Location Number | Street | City | State | Zip | Country |
|---|---|---|---|---|---|
| 1 | 100 Perry St | Castle Rock | CO | 80104-2486 | USA |

## Payment Details

### Jan 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Invoice Upon Fulfillment | 11508 | AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE | 10 | $0.00 | $0.00 | $0.00 |
| Invoice Upon Fulfillment | H00001 | AB4 Camera Bundle | 25 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | **$0.00** | **$0.00** | **$0.00** |

### Feb 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 1 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $4,890.77 | $0.00 | $4,890.77 |
| Year 1 | H00001 | AB4 Camera Bundle | 25 | $1,929.68 | $0.00 | $1,929.68 |
| Year 1 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 1 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $12,917.95 | $0.00 | $12,917.95 |
| Invoice Upon Fulfillment | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $0.00 | $0.00 | $0.00 |
| **Total** | | | | **$19,738.40** | **$0.00** | **$19,738.40** |

### Jul 2026

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 2 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $10,253.30 | $0.00 | $10,253.30 |
| Year 2 | H00001 | AB4 Camera Bundle | 25 | $4,045.50 | $0.00 | $4,045.50 |
| Year 2 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 2 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $116,509.12 | $0.00 | $116,509.12 |
| **Total** | | | | **$130,807.92** | **$0.00** | **$130,807.92** |

### Jul 2027

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 3 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $10,253.30 | $0.00 | $10,253.30 |
| Year 3 | H00001 | AB4 Camera Bundle | 25 | $4,045.50 | $0.00 | $4,045.50 |
| Year 3 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 3 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $116,509.12 | $0.00 | $116,509.12 |
| **Total** | | | | **$130,807.92** | **$0.00** | **$130,807.92** |

### Jul 2028

| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
|---|---|---|---|---|---|---|
| Year 4 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $10,253.30 | $0.00 | $10,253.30 |
| Year 4 | H00001 | AB4 Camera Bundle | 25 | $4,045.50 | $0.00 | $4,045.50 |
| Year 4 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 4 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $116,509.12 | $0.00 | $116,509.12 |
| **Total** | | | | **$130,807.92** | **$0.00** | **$130,807.92** |

| Jul 2029 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Year 5 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $10,253.30 | $0.00 | $10,253.30 |
| Year 5 | H00001 | AB4 Camera Bundle | 25 | $4,045.50 | $0.00 | $4,045.50 |
| Year 5 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 5 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $116,509.12 | $0.00 | $116,509.12 |
| **Total** | | | | **$130,807.92** | **$0.00** | **$130,807.92** |

| Jul 2030 | | | | | | |
|---|---|---|---|---|---|---|
| **Invoice Plan** | **Item** | **Description** | **Qty** | **Subtotal** | **Tax** | **Total** |
| Year 6 | 100840 | TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR | 17 | $11,058.80 | $0.00 | $11,058.80 |
| Year 6 | H00001 | AB4 Camera Bundle | 25 | $4,363.32 | $0.00 | $4,363.32 |
| Year 6 | H00003 | AB4 1-Bay Dock Bundle | 25 | $0.00 | $0.00 | $0.00 |
| Year 6 | M00030 | BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR | 25 | $115,385.81 | $0.00 | $115,385.81 |
| **Total** | | | | **$130,807.93** | **$0.00** | **$130,807.93** |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/11/2025





CASTLE ROCK POLICE DEPARTMENT

# AXON EQUIPMENT& SOFTWARE AMENDMENT

TOWN COUNCIL MEETING
JANUARY 20, 2026

TOWN OF CASTLE ROCK COLORADO

# AXON EQUIPMENT & EVIDENCE.COM

## Purpose

- Provide Body Worn Camera & Taser equipment to new personnel acquired by Measure 2A
- We have a current deficit of 23 units
- This is an add-on to our existing Axon Master Services agreement

# AXON EQUIPMENT & EVIDENCE.COM

## Benefits

- Provides equipment and software support to new personnel- to include Police Officers, Animal Welfare Officers, and Community Service Officers
- Keeps us compliant with SB20-217
- Affords us 2 extra units for replacement or repair needs

# AXON EQUIPMENT & EVIDENCE.COM

## Cost

- Total cost of the amendment: $673,778.01.
- Costs applied to cost code: 110-2120-421.61-20, Operating Supplies
- Purchase is paid over 5.5 years (remaining length of 10-year agreement)
- First payment of $19,738.41 is due Feb 1st, 2026
- Payments July 2026 through July 2029 are $130,807.92 each year
- The final year payment for July 2030 is $130,807.93

# QUESTIONS?

# STAFF RECOMMENDATION

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

## Alternate Motions

*"I move to approve the Resolution as introduced by title with the following changes _____."*

*"I move to continue this item to a future Town council agenda on _____ date to allow additional time to (list information needed)."*

# THANK YOU

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 15. **File #:** ORD 2026-004

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

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

**Ordinance Amending Various Sections of the Castle Rock Municipal Code Regarding Board and Commission Membership, Absences, Term Limits, and Meetings (First Reading)**

## Executive Summary

Pursuant to Town Council direction last year, staff has prepared the attached ordinance making changes to the Town Code governing Town Boards and Commissions (Boards).

Section 1 of the ordinance requires all Board members to be Town residents, except: Downtown Development Authority (DDA) members because their requirements are set by state law; if Council would in the future expressly allow a non-resident by ordinance; if they were appointed before the expected effective date of this ordinance.

Section 2 retains the absence provisions of the existing Town Code which is based on the require schedule of meetings of a particular board, and adds a new provision:

> "IN NO EVENT SHALL A BOARD OR COMMISSION MEMBER HAVE UNEXCUSED ABSENCES IN EXCESS OF 15% OF THE TOTAL MEETINGS HELD IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD."

Council can set whatever percentage they determine appropriate. The existing Code sets unexcused absences based on board meeting schedules, ranging from 4 unexcused absences for boards scheduled to meet twice a month, 3 unexcused absences if the board meets monthly, and no more than 1 unexcused absence if the board meets quarterly or as needed.

Section 3 changes the terms to 3 years (from the existing 2 years) and limits terms to 2 consecutive terms. With maintaining exceptions for the Downtown Development Authority (DDA) and Design Review Board (DRB).

Section 4 provides that remote attendance and participation by board members shall not be permitted.

Staff did receive some comments that this will make some board participation more difficult going forward and those comments are included in the agenda packet.

There is not a need for a Code provision indicating that remote interviews for the annual board interviews will not be permitted. Direction from Council suffices on this issue.

Additional Recommended Code changes:

2.16.080 - Meetings.
The Planning Commission shall hold regular public meetings, AS NEEDED.

15.30.090 - Board of Building Appeals
B. Membership. The Board shall consist of five (5) qualified electors of the Town MEMBERS. To the extent practicable, four members shall be persons qualified by experience and training to pass on matters pertaining to building construction.

D. Meetings. The Board shall hold REGULAR PUBLIC meetings at regularly scheduled intervals, AS NEEDED.

15.64.030 - Historic Preservation Board established.
B. Meetings. The Board shall hold REGULAR PUBLIC meetings at regularly scheduled intervals, AS NEEDED.

Alternative motions may include desired changes to the proposed ordinance.

## Proposed Motion

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

Alternative motions:

*"I move to approve the Ordinance with the following changes: _____"*
*"I move to continue this item to [date] to allow time for: ____."*

## Attachments

Attachment A: Ordinance
Attachment B: Castle Rock Water Commission Member Feedback

**ORDINANCE NO. 2026-004**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE CASTLE ROCK MUNICIPAL CODE REGARDING BOARD AND COMMISSION MEMBERSHIP, ABSENCES, TERM LIMITS, AND MEETINGS**

**WHEREAS**, Town Council desires to provide clarity and updates to the Castle Rock Municipal Code (the "Code") regarding Board and Commission membership, absences, term limits, and meetings; and

**WHEREAS**, the Town Council has determined that amendments to the Code are necessary to provide said clarity and updates.

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:**

**Section 1.** **Amendment**. Section 2.14.010 of the Castle Rock Municipal Code is amended to read as follows:

2.14.010 - Membership.

All Town boards and commissions and the Downtown Development Authority, except insofar as expressly modified elsewhere in this Code, the Charter, or State Statute, shall serve in accordance with the provisions of this Chapter 2.14 as follows:

A. The members of all Town boards and commissions (Board of Adjustment, Board of Building Appeals, Castle Rock Water Commission, Design Review Board, Election Commission, Historic Preservation Board, Parks and Recreation Commission, Planning Commission, Public Art Commission, Public Safety Commission, and Public Works Commission) and the members of the Downtown Development Authority Board shall be appointed by a majority vote of the members of Town Council present at the meeting.

B. Town Council will appoint members to fill the remainder of unexpired terms of all Town boards and commissions and the Downtown Development Authority in order to retain staggered terms.

C. The members of all Town boards and commissions and the Town Council member of the Downtown Development Authority Board shall serve at the pleasure of Town Council.

D. All members of Town boards and commissions and the Downtown Development Authority Board shall take an oath of office per Chapter 2.18 of this Code.

E. Any member of a Town board or commission may be removed with or without cause by an affirmative vote of a majority of the entire membership of Town

Council. Removal of the members of the Downtown Development Authority shall be governed by Sections 31-25-805(2)(A) and 31-25-806(4), C.R.S., as amended.

F. ~~In appointing~~ THE members of ~~a~~ ALL Town boardS ~~or~~ AND commissionS~~,~~ ~~preference~~ shall ~~be given, first, to persons who~~ reside in the Town ~~and, second, to persons who reside outside of the Town, but within Douglas County~~. Discontinuance of residency shall terminate membership. The residency requirement shall not apply to:

1. Members of the Downtown Development Authority who are otherwise eligible to serve pursuant to Section 31-25-806(1), C.R.S.; AND

2. Any position on a Town board or commission that Town Council has expressly authorized by ordinance to be filled by a non-resident.

3. Any non-resident Town board or commission member serving as of ~~January 18, 2022~~, MARCH 5, 2026, will be allowed to serve out their current term.

G. All board and commission members shall serve without compensation.

**Section 2.** **Amendment**. Section 2.14.015 of the Castle Rock Municipal Code is amended to read as follows:

2.14.015 - Absences.

A. Except for emergency absences, medical condition absences and absences resulting from military leave of less than two ~~(2)~~ continuous months, between June 1 to May 31 of the following year, a board or commission member shall not exceed ~~the~~ following unexcused absences:

1. A board or commission that schedules meetings twice monthly cannot exceed four ~~(4)~~ unexcused absences;

2. A board or commission that schedules meetings monthly cannot exceed three ~~(3)~~ unexcused absences; and

3. A board or commission that schedules quarterly meetings or as needed cannot exceed one ~~(1)~~ unexcused absence.

4. IN NO EVENT SHALL A BOARD OR COMMISSION MEMBER HAVE UNEXCUSED ABSENCES IN EXCESS OF 15% OF THE TOTAL MEETINGS HELD IN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD.

B. The Town Manager or designee shall determine whether an absence is excused or unexcused.

C. If a Town board or commission member exceeds the number of unexcused absences, the member shall be deemed to have resigned from the board or commission and the Town Council shall appoint a replacement.

D. If a member of the Downtown Development Authority exceeds the number of unexcused absences permitted by subsection A of this section, such fact shall be considered cause for removal under Section 31-25-806(4), C.R.S.

**Section 3.** **Amendment**. Section 2.14.020 of the Castle Rock Municipal Code is amended to read as follows:

2.14.020 - Term limits.

A. Terms for Town board or commission members shall be ~~two (2)~~ THREE years with the following exceptions:

1. Downtown Development Authority:

a. MEMBER APPOINTED AS REPRESENTATIVE OF TOWN COUNCIL: ONE-YEAR TERM.

b. ALL OTHER MEMBERS: Four-year terms; AND

~~2. Election Commission: Three-year terms;~~

~~3. Board of Building Appeals: Three-year terms; and~~

~~4.~~ 2. Design Review Board:

a. Members appointed as representatives from other boards and commissions: One-year terms.

b. Members appointed as property owners within the Downtown Development Authority Boundary: Two-year terms.

B. No Town board or commission member shall serve more than ~~three (3)~~ TWO consecutive ~~two~~ THREE-year terms with the following exceptions:

~~1. Members of the Historic Preservation Board may serve four (4) consecutive two-year terms;~~

~~2. Members of the Election Commission may serve two (2) consecutive three-year terms;~~

~~3. Members of the Board of Building Appeals may serve two (2) consecutive three-year terms; and~~

1. MEMBERS OF THE DESIGN REVIEW BOARD APPOINTED AS REPRESENTATIVES FROM OTHER BOARDS AND COMMISSIONS MAY SERVE UP TO FOUR CONSECUTIVE ONE-YEAR TERMS.

2. MEMBERS OF THE DESIGN REVIEW BOARD APPOINTED AS PROPERTY OWNERS WITHIN THE DOWNTOWN DEVELOPMENT AUTHORITY BOUNDARY MAY SERVE UP TO THREE CONSECUTIVE TWO-YEAR TERMS.

~~4.~~ 3. Members of the Downtown Development Authority Board are not subject to the term limitation requirements of this section.

**Section 4.** **Amendment**. Section 2.14.030 of the Castle Rock Municipal Code is amended to read as follows:

2.14.030 - Town board and commission meeting conduct.

A. For each Town board or commission:

1. A chair and vice-chair will be elected from the members at the first meeting at the beginning of the term year to serve a one-year term. The chair shall be the executive officer and shall preside over all meetings, sign documents on behalf of the board or commission, call special meetings as needed and see that all actions of the board or commission are properly taken. The vice-chair will assume the duties of the chair in the chair's absence. Both the chair and vice chair will retain their voting rights at all meetings. In the absence of the chair and vice-chair, the members in attendance at such meeting may designate a chair pro-tem to preside over the meeting. Regular meetings may be cancelled by the chair or the Town Manager or designee.

2. A majority of the membership shall constitute a quorum. A quorum is required in order for the board or commission to conduct a meeting.

3. If a quorum is present, an affirmative vote of a majority of the members in attendance is required for any formal action to be taken. In the event that a quorum is not present, a meeting may nevertheless be continued by an affirmative vote of a majority of the members in attendance.

4. A tie vote shall be deemed a denial of the motion or recommended action.

5. Strict adherence to the Town Charter and Code, the rules, regulations, and policies adopted pursuant thereto, and any applicable federal or state laws, rules, regulations, or policies shall be required.

6. All meetings at which public business is discussed or formal action is taken shall be open to the public and noticed in compliance with the Colorado Open Meetings Law, Section 24-6-402, C.R.S.

7. Special meetings may be called by the chair, any two members of the board or commission, or the Town Manager or designee and must adhere to the same noticing requirements as a regular meeting.

8. Executive sessions may be conducted for any reason permitted by the Colorado Open Meetings Law, Section 24-6-402, C.R.S.

9. Robert's Rules of Order shall govern any procedural matter not addressed in the bylaws; provided, however, that the failure of a board or commission to follow Robert's Rules of Order shall not invalidate an otherwise lawful action.

10. A recording of minutes and votes are required for each meeting and shall be archived, along with any agenda packets and executed documents, using the Town archival software.

11. Town staff is available to serve as a liaison and to offer assistance.

12. Each member must adhere to the Town Code of Conduct as set forth in Chapter 2.05 of the Code.

B. ~~Notwithstanding any provision of this section to the contrary, the Town Council shall have the sole authority to adopt, and amend from time to time, by resolution, rules and procedures governing t~~ The remote attendance and participation of board and commission members and the general public by telephone or other electronic means~~, subject to reasonable qualifications and limitations~~ SHALL NOT BE PERMITTED.

**Section 5.** **Amendment**. Section 2.16.080 of the Castle Rock Municipal Code is amended to read as follows:

2.16.080 - Meetings.

The Planning Commission shall hold regular public meetings~~, not less than once per calendar month~~ AS NEEDED.

**Section 6.** **Amendment**. Subsections 15.30.090.B and D of the Castle Rock Municipal Code are amended to read as follows:

15.30.090 - Board of Building Appeals.

B. Membership. The Board shall consist of five ~~(5) qualified electors of the Town~~ MEMBERS. To the extent practicable, four members shall be persons qualified by experience and training to pass on matters pertaining to building construction.

D. Meetings. The Board shall hold REGULAR PUBLIC meetings ~~at regularly scheduled intervals, but shall meet at a minimum four times a year~~ AS NEEDED.

**Section 7.** **Amendment**. Subsection 15.64.030.B of the Castle Rock Municipal Code is amended to read as follows:

15.64.030 - Historic Preservation Board established.

B. Meetings. The Board shall hold REGULAR PUBLIC meetings ~~at regularly scheduled intervals, but shall meet at minimum four times a year~~ AS NEEDED.

**Section 8.** **Severability.** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 9.** **Safety Clause.** The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING** this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
David L. Corliss, Town Manager

**To:** Town Council

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

**From:** Mark Marlowe, Director of Castle Rock Water and CRW Commission

**Date:** November 12, 2025

**Title:** **Changes Requested on Town Boards & Commissions**

## Executive Summary

On October 18th the Town Council Requested that changes be made to the Boards & Commissions. These changes were shared with the Castle Rock Water (CRW) Commission on October 22, 2025. Attached is the feedback that the CRW Commission Members would like to share with Council on these suggested changes. The comments are all really focused on the removal of the remote meeting attendance option. The other proposed changes did not generate any significant comments.

As Director of CRW, I also wanted to provide additional thoughts for Council consideration. I believe the current remote meeting option has allowed CRW to retain some local professional talent with direct water industry experience that has been valuable. This can be seen in the resumes that I have attached for a number of our current Commission Members. This experience is not something that we really had on the Commission prior to the era of remote meeting options. Many of these professionals do have to travel for their work, and occasionally need to use the remote option. I have attached the attendance and remote attendance records for the CRW Commission over the last several years for context. I would support maintaining some level of remote option flexibility for commission members. Maybe, members can use the remote option a few times per year, if necessary, subject to annual review by Council? This concept and commission member comments are provided for your consideration as you finalize your Board and Commission changes.

## Attachments

Attachment A: Chair Tony Rathbun
Attachment B: Vice Chair Melanie Penoyar-Perez
Attachment C: Commissioner Kevin Snow
Attachment D: Commissioner David Hammelman
Attachment E: Commissioner Brian Gaddie
Attachment F: Resumes for Commissioners with Direct Water Industry Experience

Attachment G: Attendance and Remote Attendance Records

**Attachment A**

Mark –

I tried calling a couple times and texted as well with no return but if Town Council wants to pass new mandatory attendance requirements on ***volunteer*** positions for all Commission members across the board I am going to take major exception to that decision. Again, these are ***volunteer*** positions of which people take very seriously and add input in good faith and provide meeting feedback along with gaining understanding that they can also **provide to others** within the community.

Additionally, we live in the modern world and COVID aside, technology is advancing daily and while I do appreciate ***'in person'*** meetings and I personally make every stride to control my schedule **(at company expense)** to attend in person and on the **very rare** occasion I do miss a 'in person' meeting but yet I jump thru hoops to be virtual that should show a sign of **commitment** – not a demerit or a risk of **termination**. Additionally, I don't think I need to provide a resume as mentioned this evening. My input and feedback in meetings should be enough to move the Town forward in good faith and if that is not enough then let me know – I have better things to do.

Thank you,
Tony

## Attachment B

**From:** Melanie Penoyar-Perez
**Sent:** Tuesday, October 28, 2025 12:09 PM
**To:** Mark Marlowe <mmarlowe@crgov.com>
**Subject:** Commission Attendance Policy

Mark,

Should Castle Rock change to an in-person-only format for commission meetings, I will no longer be able to participate. I am a busy traveling professional, and while I have made active participation in the water commission a priority, it will not be possible for me to join at the 80% level required. I lead a team of 50 people remotely. There is no reason this cannot be done effectively over a video call. This is just the business environment that companies find themselves in today. Post-COVID, the world has changed, and hybrid meetings are here to stay. As leaders, this does require changes to meeting facilitation tactics to keep our best people engaged in meaningful work.

Have a great day!

Melanie J. Penoyar-Perez, MBA, CAE
[redacted]
DD: [redacted] CP: [redacted]

**Attachment C**

Mark,

As a follow-up to last evening's Water Commission meeting, and the Town Council's plan to update Board and Commission member requirements, I wanted to share my point of view regarding in person attendance at Water Commission meetings, and ask you to share this with the Town Council if you feel it will add value to the decision outcome.

First, I believe commission members should attend all meetings in person if possible. It is much easier to share information, discuss ideas, and explore and debate different points of view if the members know and trust each other, which is fostered by holding in-person, face-to-face meetings.

However, commission members should be allowed to occasionally and when necessary join commission meetings remotely by Zoom or Webex if they are not able to meet in person, but want to join their peers by teleconference to ensure quorum is met and help CRW make good business decisions. Reasons for joining remotely might be for an injury or contagious illness, or for being out of town on business or for personal reasons.

Many workers of all types are required to travel for their job, and Castle Rock is best served by a diverse commission made up of members from a wide range of experiences and backgrounds. To attract the most diverse, experienced, and dedicated group of local volunteer commission members, it's in Castle Rock's best interest to allow members to join remotely when they need to.

I've attached my resume to highlight some of the experiences I bring to the water commission. And while I wish to attend every meeting in person, it's very important to me that I have the flexibility to join remotely when necessary.

Best Regards,

**Kevin Snow**
[redacted]

**Attachment D**

From: David Hammelman <[redacted]
Sent: Saturday, November 1, 2025 9:42 AM
To: Maryjo Reese; Mark Marlowe; Rathbun, Tony
Subject: Re: Remote Mtg. feedback

Good morning.....as I have been away much of the past three weeks, I am unaware of what is driving the Council's interest. If it's because other Boards/Commissions are having attendance problems (unlike us until the last meeting), perhaps they should more strictly enforce their attendance rules. Alternatively, poor attendance members can simply be removed at the end of their current two-year appointment.

The virtual attendance option does allow the standing of a quorum sometimes when it otherwise might not be met. Eliminating the virtual attendance option will significantly reduce the size of the Town population who is interested in or able to serve on Town Boards/Commissions. In my mind, this should be taken into account during discussions on this initiative.

Thank you for asking for our input.
Dave Hammelman
[redacted]
Castle Rock, CO 80104
[redacted]
"A tennis ball landing 99% out, is 100% good"

**Attachment E**

**From:** Brian Gaddie <[redacted]
**Sent:** Monday, November 3, 2025 7:56 PM
**To:** Mark Marlowe <MMarlowe@crgov.com>
**Subject:** Re: Follow Up from Commission Meeting

Mark,

Here are arguments against the Town Council's action and my support of continued virtual meeting attendance option. I have also attached a resume for your use if you find it beneficial.

1. **Expands Participation and Accessibility**
    a. Broader volunteer pool: Virtual options allow busy professionals, parents, or residents who travel for work (like engineers, business owners, etc.) to still contribute meaningfully.
    b. Equity and inclusion: Virtual access makes it easier for individuals with mobility limitations, transportation challenges, or health concerns to serve.
    c. Community engagement: A hybrid format can encourage a more diverse and representative commission membership which better reflects the Town's demographics and professional skill sets.
2. **Improves Continuity and Attendance**
    a. Fewer absences: Members can participate while traveling or during minor illnesses rather than missing meetings entirely.
    b. Sustained quorum: Hybrid options help maintain quorum requirements even during inclement weather or overlapping work obligations.
3. **Aligns with Modern Governance Practices**
    a. Standard practice elsewhere: Many Colorado municipalities (and state boards) have adopted permanent hybrid policies following lessons from COVID-era governance.
    b. Supports sustainability: Virtual participation reduces travel time and vehicle emissions, aligning with Town sustainability goals.
4. **Technology Investment Is a Solvable Issue**
    a. Fix the system, not the flexibility: The current AV challenges in the commission room are technical, not philosophical. Upgrading microphones, cameras, and conferencing software can solve these issues without eliminating virtual access.
    b. Budget-conscious improvement: Small investments in room technology (boundary mics, camera auto-tracking, integrated speaker systems) can yield professional-grade hybrid meetings.

**Balanced Recommendation Framework**
This compromise or balanced framework offers suggestions you could propose as a middle-ground solution that acknowledges Council's desires while retaining flexibility:

- Hybrid attendance policy: Require in-person attendance for certain key meetings (budget votes, annual workshops) but allow remote attendance for others.
- Set minimum in-person participation thresholds: e.g., members must attend at least 6 of 12 meetings in person.
- Commit to AV system upgrades: Recommend staff evaluate cost-effective improvements (e.g., Town's IT Department or consultant) before eliminating virtual participation.
- Codify transparency: Continue to livestream meetings publicly, even if virtual member participation is limited.

Please let me know if I can be of further assistance to you in your engagement with council.

Best,

Brian Gaddie

PROJECT SPONSOR / SR. PROJECT MANAGER

# TONY RATHBUN

Tony's knowledge of dams, water resources, and heavy civil construction brings a comprehensive understanding of all work elements, overarching project risks, and the interrelationships and sequencing involved in excavation, borrow management, placement of zoned earthfills, and construction and commissioning of hydraulic concrete structures. Tony actively engages in weekly and monthly project coordination meetings, including onsite attendance as appropriate. His multi-level hands-on experience allows him to provide valuable input regarding constructability, means and methods, and control of both cost and schedule.

## Relevant Experience

**Glen Elder Dam Spillway Chute Replacement, Mitchell County, KS; Bureau of Reclamation, Summer 2021 (Pursuit) and Sept 2021 – Present (Construction), $41 million | Project Sponsor**

The project replaces the slowly deteriorating concrete slabs of the spillway chute, improves collection and transport of subsurface water flows away from the slabs, and increases sliding stability to improve structural integrity. The scope includes site development of haul roads and access routes, onsite batching of concrete, spillway concrete demolition and replacement, selective hydrodemolition and concrete repairs, excavation of rock and common materials, grouted-anchor bar installation into foundation and existing concrete, gravel and sand filter material placement, underdrain installation, unwatering and removal of debris and sediment from stilling basin, control of water, and site restoration of contractor use areas. In addition, the contract requires compliance with rigorous USBR standards for submittal preparation, health and safety program implementation, contractor quality control, and cost-loaded scheduling.

**Webster Dam Spillway Chute Replacement, Rooks County, KS; Bureau of Reclamation, Summer 2020 (Pursuit) and Sept 2020 – Present (Construction), $22 million | Project Sponsor**

The project will bolster the integrity of the Webster Dam spillway chute concrete to ensure the spillway has the capacity to safely pass both normal flows and emergency flows during large flood events without endangering the integrity of the dam embankment. Major features of work on the project include onsite batching of concrete, spillway concrete demolition and replacement, underdrain installation, and control of water. In addition, the scope of work includes site development, excavation of rock and common materials, grouted-anchor bar installation into foundation and existing concrete, gravel and sand filter material placement, unwatering and removal of debris and sediment from stilling basin, and site restoration of contractor use areas.



YEARS OF INDUSTRY EXPERIENCE
34

YEARS OF EXPERIENCE AT AMES
5

EDUCATION
B.S. Civil Engineering Technology, Oregon Institute of Technology

TRAINING
- USACE Construction Quality Management
- USACE National HUBZone
- Roller Compacted Concrete
- MSHA
- OSHA 30 Hour Supervisor Training

PROFESSIONAL AFFILIATIONS
- American Society of Dam Safety Officials, Member
- United States Society of Dams, Member
- Deep Foundations Institute, Member

**West Silver Basin Dam and Reservoir, Greenlee County, AZ; Freeport McMoRan, Oct 2017 - Jan 2019, $73 million | Project Manager |** ***2020 AGC Build Arizona Award***
The schedule-intensive, landmark project required construction of a new earthen embankment, asphalt core dam -- the first asphalt-core dam to be built in the United States. The embankment stands 143 feet high, and the crest stretches 1400 feet across the valley. The scope of work included an extensive foundation drill and grout program, installation of a multi-zone filter drain system comprised of imported washed sand and crushed aggregate products produced onsite, and development of an onsite borrow source quarry via drilling and blasting to produce over 1.3 million cubic yards of rock materials. Other notable features include a new HDPE bypass pipeline and several concrete structures – a pump station, an inlet structure, a bifurcation structure, and an outlet structure.

During preconstruction, Tony was heavily involved with the client and their designer through technical workshops, constructability reviews, and preliminary scheduling and estimating for the main construction package. This engagement provided a thorough understanding of the schedule drivers, site geotechnical conditions, and the major risks of the project. Having been onsite for four months, once the main construction package was awarded Tony and his team had already established clear lines of communication, set up project controls, activated management plans for safety, quality and environmental compliance, and held a firm understanding of the measures needed to mitigate the client's risks. The Daily Productivity Meeting and Operations Report – which included status on safety, construction activities (pump station, mechanical, pipeline, dam), crushing/screening quantities, equipment and manpower – provided transparency to keep all partners current and eliminated disconnect.

Tony was directly involved with the rock quarry from early pre-planning to daily drilling and blasting operations and closely coordinated with the quarry and blasting superintendents ahead of both day and night shift. Tony was also directly involved with the dam embankment operation, including the installation of an asphalt-core. He was actively engaged each day alongside the HAC subcontractor to coordinate timely delivery of materials provided from the batch plant for each shift. He covered expectations for each shift, quantity and timing of deliveries, as well as composition and quality inspection at the plant and prior to placement.

Tasked to find synergy among partners to avoid gaps in productivity between shifts while alternating headings for the asphalt-core and zoned embankment. Tony beat the client's preliminary schedule and achieved contract completion on time. By comparison, an asphalt-core dam project of this magnitude typically demands twice the number of work days than were allowed. Tony and his team completed the project in half the time.

**Island Creek Flood Protection Project, Logan, WV; US Army Corps of Engineers, Nov 2011 - Aug 2014, $21 million | Project Sponsor**
Flood protection project that increased the width of the existing Island Creek channel to a trapezoidal configuration. Features included a 900-foot post and panel retaining wall with multi-strand post-tensioned anchors, a replacement bridge, and demolition of several building structures, major dewatering and diversion of streams, environmental controls, and excavation. The project required performance of complex features within tight quarters. During the 60-day limited ANTP preconstruction period, managed the preparation of initial submittals and baseline schedule, establishment of survey control points, and development of laydown, staging areas, and temporary access roads. Safety and three-phase Quality Control programs were implemented in accordance with USACE standards. Worked closely with the USACE and design consultant to address impacts resulting from changed geological conditions. Through a collaborative approach, a revised tie-back system that minimized cost and schedule impacts was identified. Heavily involved in the design revisions, reviews, and specialty subcontractor coordination to develop the modified tieback anchoring systems.



# TONY RATHBUN

## *Preconstruction Manager/Contract Manager*

*I know what it takes to build a reservoir from the ground up. I've dedicated my career to this challenge because I know how water resource projects can positively change the communities around me.*

*- Tony Rathbun, Preconstruction Manager*

Tony Rathbun

**$2.6B**

**in Dam and Reservoir Projects**

**$100M**

**Saved in Preconstruction**

**Years of Experience**

37

**Education**

BS, Civil Engineering, Oregon Institute of Technology

**Licenses & Certifications**

USACE Construction Quality Management

USACE National HUBZone

Roller Compacted Concrete

Mining Safety and Health Administration Certification

OSHA 30-Hour

Supervisor Training

**Exceeds Minimum Requirements**

- 37 years of experience in heavy civil construction
- 13 years of preconstruction experience
- Supported 17 reservoir projects
- Managed five collaborative delivery projects

### Meet Your Preconstruction Manager/Contract Manager

Tony's knowledge of heavy civil construction, large-scale site development, dams, and water resources brings a comprehensive understanding of all work elements, overarching project risks, client values and objectives involved in multi-faceted projects. He actively engages in design assistance, value engineering, project coordination, and conflict resolution throughout the life of all his projects. Tony will be responsible for managing the preconstruction team, overseeing the development of cost estimates, and ensuring the entire scope of work is captured. He will also play an essential role in developing subcontractor bid packages, ensuring we maximize subcontractor interest from quality firms. Tony will coordinate with the Integrated Project Team (IPT) to ensure that all critical project items are communicated regularly.

### Phase 1 Preconstruction Services Roles & Responsibilities

Tony will be authorized and delegated responsibility for all preconstruction activities including constructability reviews, safety planning, quality planning, stakeholder coordination, and estimating. He facilitates communication between the team and Sites Authority, ensuring the design progresses. Tony will work directly with Project Manager Kent Peyton and Sites Authority to find workable, cost-effective solutions throughout Phase 1.

### Phase 2 Construction Services Roles & Responsibilities

Tony will transition to the Commercial Manager role, overseeing risk and business management for the project. This transition will ensure that institutional knowledge is transitioned smoothly from Phase 1 to Phase 2. He will play a critical role in facilitating communication and coordination among all project stakeholders. Tony will ensure that the construction team adheres to the plans and specifications developed during the preconstruction phase, addressing any issues that arise promptly.



**Preconstruction Manager • West Silver Basin Dam and Reservoir • Confidential Client • Greenlee County, AZ • 2017 - 2019 • Cost: $73M • Best Value**

Construction of a new earthen embankment asphalt core dam. The embankment stands 143 feet high, and the crest stretches 1,400 feet across the valley. Scope included an extensive foundation drill and grout program, installation of a multi- zone filter drain system comprised of imported washed sand and crushed aggregate products produced on-site, and development of an on-site borrow source quarry via drilling and blasting to produce over 1.3 million CY of rock materials. Other notable features include a new high-density polyethylene bypass pipeline and several concrete structures– a pump station, an inlet structure, a bifurcation structure, and an outlet structure.

During preconstruction, Tony was heavily involved with the client and their designer through technical workshops, constructability reviews, and preliminary scheduling and estimating for the main construction package. This engagement provided a thorough understanding of the schedule drivers, site geotechnical conditions, and the major risks of the project. Tony was also directly involved with the rock quarry from early preplanning to daily drilling and blasting operations and closely coordinated with the quarry and blasting superintendents. He led the team on award-winning, schedule-intensive, landmark project from proposal development through reservoir filling and maintained onsite presence throughout construction to ensure strong positive client relationships and that dam safety, quality, schedule and budget goals were achieved.

*Due to the confidential nature of the project, we are unable to submit a reference. Alternatively, Tony has an character reference available who was also involved with the West Silver Basin Project.*

**Reference:**
Tony Martinez
[redacted]



**Preconstruction Manager • Howard Hanson Dam • USACE • Ravensdale, WA • 2024 - 2025 • Cost: $657M • Integrated Design and Construction**

The project includes 22,400 acre-feet of municipal and industrial water storage, a downstream fish passage facility and ecosystem restoration features. The scope includes constructing a 1,200-foot bored tunnel and raising the summer conservation pool by 20 feet to increase seasonal water storage while maintaining existing flood capacity. Dewatering and scheduling constraints are managed within limited work windows, aligning with the reservoir's low-pool period in winter and the salmon migration season in summer. The project is being delivered under a guaranteed maximum price (GMP) contract and will be complete in September 2030.

As the Preconstruction Manager, Tony played an integral role in the start up of the project including establishing all procedures and coordinating the initial efforts for time-critical bulk head inspections. He also helped to onboard several team members and participated in daily coordination meetings with the USACE and reviewed design efforts by USACE, providing constructability guidance along the way. In addition, he worked with the scheduling team to formalize the baseline schedule and established the monthly billing procedures including internal cost tracking measures. On this CM/GC project, Tony gathered a thorough understanding of all aspects of CM/GC including aligning with all agencies and authorities. His role in the performance of constructability reviews on Howard Hanson provides benefit to Sites Authority, ensuring he will be a valuable resource during preconstruction and into construction.

**Reference:**
William Daniels
[redacted]

**Brian Gaddie, P.E.**

**Operations Manager / Civil & Water Resources Engineer / Project Management Leader**
[redacted] | [redacted] | [redacted] | [redacted]

**PROFESSIONAL SUMMARY**

Forward-thinking Operations Manager II with 17+ years of municipal water, wastewater, and stormwater infrastructure experience across Colorado, North Dakota, and Utah. A licensed Professional Engineer in Colorado, Utah, and North Dakota, Brian blends deep technical expertise with strong business acumen and people-first leadership.
Currently managing 20+ multidisciplinary professionals across three AE2S Colorado offices, he drives operational excellence, client satisfaction, and team development. Recognized for empowering teams, exceeding financial targets, and building best-in-class client relationships, Brian embodies AE2S's culture of *Extreme Client Service* and continuous improvement.

**CORE COMPETENCIES**

- Strategic Operations Leadership & Team Development
- Water/Wastewater Infrastructure Planning & Design
- Project Management & Alternative Delivery (CMAR, EPC, Design-Build)
- Financial Performance & Profitability Oversight
- Client Relationship Management & Business Development
- Stormwater Master Planning & Hydraulic Modeling
- Permitting, Regulatory Coordination (CDPHE, USACE, FEMA, EPA)
- Staff Mentorship, Recruitment, & Talent Retention
- QA/QC, Risk Management, and Change Order Control

**PROFESSIONAL EXPERIENCE**

**AE2S (Advanced Engineering and Environmental Services, LLC)**

**Operations Manager II — Colorado Region** | *2020–Present*
**Project Manager & Project Engineer** | *2008–2020*

**Leadership & Operations Management**

- Lead three AE2S Colorado offices (Denver, Dillon, and Grand Junction) with 20+ staff across disciplines, overseeing project execution, staffing, budgeting, and talent development.
- Empower, mentor, and elevate team members, aligning staff skills with AE2S's long-term business goals while ensuring office cohesion and culture consistency.

- Coordinate financial performance, project control reviews, and workload balancing to consistently meet or exceed utilization and profitability goals.
- Develop strategies for business expansion in Colorado, guiding pursuits with key municipal clients (Aurora Water, Castle Rock, Estes Park, Eagle River WSD, Snake River WD).
- Promote AE2S's *Extreme Client Service* ethos through proactive communication, transparency, and data-driven decision-making.

**Client & Project Management**

- Serve as Project Manager and Engineer of Record for multi-million-dollar water and wastewater infrastructure projects.
- Manage capital projects from concept to construction — including alignment studies, route evaluations, hydraulic modeling, design, permitting, bidding, and construction administration.
- Specialize in integrating constructability, operations, and stakeholder coordination to optimize lifecycle performance and reduce cost and schedule risk.

**Technical Expertise**

- Oversee and review design of pressurized transmission mains (12–54"), stormwater systems, pump/booster stations, and treatment plant civil works.
- Experience across water resources modeling (SWMM, HEC-RAS), stormwater master planning, floodplain mapping (FEMA LOMR), and site civil design.
- Extensive record managing multidisciplinary coordination (structural, mechanical, electrical, and process design) for treatment and pumping facilities.

**SELECTED PROJECTS**

- Wastewater Treatment Plant Expansion Design – City of Evans, CO – Lead Civil Engineer; designed site civil and utility improvements for 3.2 MGD WWTP expansion (CMAR delivery).
- Schoolmarm Transmission Main – Snake River WD, CO – PM for 2,000 LF of 12-inch DIP along steep terrain; coordinated with USFS and CDPHE variance approvals.
- Aurora PRV Vault Replacement Program – Aurora Water, CO – PM for replacement of 12 PRV/CKV vaults; managed design and permitting with multiple jurisdictions.
- Grand Forks Regional Water Treatment Plant – Grand Forks, ND – Civil design for 20 MGD WTP; coordinated 15,000 LF of utility piping (6–54 in.).

**EDUCATION**

**Bachelor of Science, Civil Engineering**
*North Dakota State University*

**REGISTRATIONS**

- Professional Engineer (P.E.) — Colorado, Utah, North Dakota

**PROFESSIONAL AFFILIATIONS**

- Rocky Mountain American Water Works Association (RMSAWWA) and Water Environment Association (RMWEA)
- Colorado Water Congress
- Colorado Special District Association
- Local Water Commissions (Castle Rock Water)

**RECOGNIZED STRENGTHS**

- Builds unified teams that thrive on collaboration, accountability, and technical excellence.
- Trusted by clients for transparent communication and dependable project delivery.
- Recognized internally as a mentor and culture carrier, raising AE2S's talent level and reputation across the region.

# MELANIE PENOYAR-PEREZ, MBA, CAE

[redacted] | [redacted]

## EXECUTIVE LEADERSHIP | ASSOCIATION MANAGEMENT

Visionary association leader with 28 years of progressive experience driving strategic growth, financial sustainability, and membership development for global professional associations. Proven ability to lead organizations through transformational change, build high-performing teams, and enhance volunteer engagement. Adept at strategic planning, content and program development, and advocacy within mission-driven organizations. Expertise in nonprofit governance, compliance, and operations.

## CORE COMPETENCIES

- Strategic Leadership
- Association Governance & Compliance
- Stakeholder & Board Engagement
- Financial Management ($20M+)
- Membership Development
- Advocacy & Public Relations
- Change & Crisis Management
- Program Innovation & Implementation
- Cross-Functional Team Leadership
- Fundraising & Partnership Development

## PROFESSIONAL EXPERIENCE

**Chief Operating Officer**

Society for Mining, Metallurgy & Exploration (SME) | Englewood, CO 2017 – Present

- Lead operations for a 14,000-member international association representing the mining, minerals, and tunneling industries.
- Responsible for driving value and revenue through content development, conference management, membership growth, benefits and services, and program development in alignment with the SME strategic plan.
- Manage a $20M budget while optimizing internal processes to ensure financial stability and operational efficiency.
- Drive strategic projects with the SME Board, Committees, and Staff, guiding the Society in achieving long-term objectives in membership engagement, global partnerships, and outreach initiatives.
- Attend industry events, manage stakeholder relations, and serve as a key representative for SME at national and international conferences.
- Spearheaded business development initiatives, resulting in a new partnership program.

- Provide executive leadership to the Underground Construction Association, a division of SME, and work directly with its Officers, Executive Committee, and leadership to:
    - Execute three profitable conferences
    - Support membership growth efforts, support # committees, and workforce outreach efforts.

**Key Achievements:**

- Successfully led operations in conference management, sales, membership, and publishing through the pandemic to a recovery point outperforming 2019 by all metrics.
- Collaborated with industry executives and staff to develop a new partnership program that has produced value for members, deepened relationships with Rio Tinto, Newmont, Hecla, and brought $$$ new revenue to SMEs since 2020.
- Nurtured deep relationships with mining and tunneling associations around the world.

**Senior Manager of Membership**

American Water Works Association | Denver, CO 2007 – 2017

- Directed membership development for a 50,000-member international scientific and educational association, managing a $13M budget.
- Designed and executed member recruitment, retention, and engagement strategies and worked closely with chapters worldwide.
- Led five-person staff and multiple project teams to drive membership initiatives and report on key performance metrics.
- Collaborated with the Board of Directors, staff, and volunteers to meet strategic goals, ensuring alignment with the organization's mission.

**Key Achievements:**

- Launched first international office in India.
- Led membership research projects that informed strategic decision-making and improved member services.
- Served as an inspirational speaker at five regional volunteer training events annually to engage leaders and advance the association's goals with Sections.

**Director of Development & Awards Competition**

Hospitality Sales & Marketing Association | McLean, VA 2005 – 2007

- Managed corporate partnerships and membership benefit programs for an 8,000-member international association with a $1M budget.

- Cultivated and expanded relationships with key corporate members and industry partners, enhancing member value and securing funding for industry research.
- Directed tradeshow marketing efforts for six specialty conferences, increasing visibility and engagement with industry stakeholders.

**Director of Marketing & Business Development**

Society for Marketing Professional Services | Alexandria, VA 1999 – 2005

- Led centralized marketing efforts for a 5,500-member professional society, overseeing communications, membership development, and corporate partnerships.
- Developed and managed budgets for membership recruitment, educational programs, and high-profile industry events.

**EDUCATION & CERTIFICATIONS**

- Executive Master of Business Administration, 2024
    - University of Colorado, Denver, CO
- Bachelor of Arts: Communication, 1995
    - George Mason University, Fairfax, VA
- Certified Association Executive (CAE), 2006-2026

**AFFILIATIONS**

- Castle Rock Water Commission, Commissioner
- Women in Mining (WIM), Member
- Colorado Society of Association Executives (CSAE), Member, Past Board Member, a regular conference speaker, and contributor to *Executive Edge* magazine
- American Society of Association Executives (ASAE), Member, contributing author to best-selling book, *Membership Essentials*

# Kevin M. Snow

[redacted]
Castle Rock, CO 80109
[redacted]
linkedin.com/in/kevinsnow1/
(720) [redacted]

OBJECTIVE: To serve Castle Rock Colorado as a member of the Castle Rock Water Commission.

## PROFILE:

Innovative, energetic, proven business leader with demonstrated success at:

**Creating and Delivering Value** – Combines business and technology expertise to develop new businesses, champion innovation, drive continuous improvement, and commercialize new products across multiple markets, regions, and applications. Delivered > $1B of value at GE, Honeywell, Danaher and Xylem using Design for 6 Sigma and product management tools.

**Leading People & Processes** - Led diverse, global, x-functional teams. Driven high impact, sustainable change in complex organizations. Won executive level support for multiple business cases. Developed strategic plans that transformed multiple businesses. Inspires followership and energizes teams through empowerment, engagement and personal integrity.

## EXPERIENCE:

### Xylem Water Solutions, Washington DC

*$9B global market leader of water transport, treatment, sensing and analytical solutions for the water industry*

**Senior Director, Growth and Innovation Operations** **2021-2024**

*Responsible for directing growth, technology, innovation and product management operations*

- Supported integration of Evoqua technology and product management processes into Xylem.
- Developed, implemented and managed revenue synergy process and project review board, $100M+ opportunity.
- Produced and drove global, system-wide development of ITP Operating System and standard work.
- Created quarterly updates for board of directors, and processed/reported metrics related to innovation and growth.
- Reported to Senior Vice President; led International team of 5 Directors.

**Senior Global Product Manager, Dewatering Growth Center** **2017-2020**

*Responsible for managing profitable growth of $350M Godwin industrial pump product lines*

- Delivered $1M incremental sales through introduction of new 62HP Isuzu CD150M 6” pump to NA market.
- Led global transformation of $250M Godwin Dri-Prime product line; first 2 product launches 3Q & 4Q 2017.
- Led business through complex, high stakes business decision 1Q17; charted and executing new direction for BU.
- Introduced and institutionalized Product Management Best Practices for the Dewatering Growth Center.
- Reported to VP Marketing & Strategy; Presented to President & senior team on > 15 occasions since Jan 2017.

### Hach Company, Danaher Corporation, Loveland CO

*$1B global market leader of water quality analytic instrumentation and environmental solutions*

**Senior Global Product Manager, Process Systems Business Unit** **2010-2016**

*Responsible for managing profitable growth of $100M Electrochemistry, Disinfection, and Ballast Water product lines*

- Increased revenue by 50% in adjacent aquaculture market in China, Chile, Australia, and the EU.
- Increased pH sensor revenue by >30% in 1 year with new search engine optimization (SEO) strategies/tactics.
- Led market development for new Ballast Water instrument 1735 TRO in Korea, China, Japan, the US and EU.
- Commercialized BW680 fluorometer for rapid compliance monitoring of Ballast Water by ship operators & regulators.
- Promoted Ballast Water portfolio at tradeshows in Hamburg, Miami, Singapore, Korea, Norway, China, and the US.
- Persuaded executive team to invest in developing the next generation chlorine analyzer, worth > $30M/year.
- Introduced a reagent replacement program that increased customer attachment rate and loyalty, worth > $5M/yr.

**Product Development Manager, Process Instrumentation Business Unit** **2008-2010**

*Responsible for developing and championing new business cases, and delivering new product growth*

- Delivered > $250M product revenue, > $1B pull-through revenue by developing and commercializing the Hach sc200 controller, successfully executing the largest new product introduction in Hach's history.
- Developed communication technology roadmap and strategies that are revolutionizing the Hach Company.
- Led extensive voice-of- the-customer (VOC) interviews in the US, EU, China, and Brazil.

## Johns Manville, a Berkshire Hathaway Company, Denver, CO

*$2.4B privately owned manufacturer and marketer of premium-quality residential and commercial building products.*

**Marketing Product Portfolio Manager** **2007**

*Responsible for managing $160M single-ply roofing system P&L, including TPO, PVC, and EPDM systems for low-slope commercial and industrial roofing applications, and product management team.*

- Developed business case that led to $30M investment in first TPO membrane plant (Aug 2007).
- Grew TPO systems business $20M, driving 80% revenue growth and 40% share growth in 2007.
- Developed operating plan expected to grow business $35M in 2008, and $150M over the next 3 yrs.
- Negotiated $5M working capital savings for PVC product line.

## Honeywell International, Specialty Materials Business, Morristown, NJ

*$4B global industrial enterprise serving energy, defense, pharma, electronic, B&C, and personal care industries.*

**Director of Strategic Technology Development** **2003-2006**

*Managed $10M growth investment fund, growth program portfolio, and concept development process and team.*

- Delivered > $350M revenue growth opportunity for Specialty Materials (SM).
- Developed New Concept Development innovation process; funded > 20 new concepts; chaired board 1st year.
- Built and managed a diverse, market-focused, 14-person strategic program team. Led strategic planning for 3 yrs.
- Successfully advocated for creation of a new Strategic Marketing function; Implemented Aug 2006.
- Developed a nanotechnology strategy including ALD coatings for Honeywell International and Specialty Materials.
- Negotiated and closed a $5M collaboration agreement with Albany Nanotech.
- Led technology integration of $1.2B UOP acquisition.

## General Electric Company, GE Plastics Division, Pittsfield, MA

*$8B world leader of engineering thermoplastic solutions, serving automotive, telecom, display, and security industries.*

GE Plastics, Structured Products Business, Pittsfield MA

**Global Market Development Manager, Optical Film** **2002-2003**

*Responsible for $60M P&L, 4 market managers for display, automotive, appliance, and electronics markets.*

- Developed 3-year strategic plan that catalyzed transformation of the GE Film business.
- Responsible for $5M growth of GE Structured Products America's $60M Film P&L.
- Led product team that launched new Sollx®, Xylex®, Ultem® and Lexan® Films in 2002-2003.
- Developed optical film strategy and guided development that resulted in new Illuminex® product line.

**Business Development Manager, Director of Ovonic Media, LLC** **2000-2002**

*Responsible for BD process, integration of Honeywell's Film business, and managing $7M JV company*

- Created and led new business development pipeline process. Evaluated >15 BD opportunities.
- Negotiated exclusive license agreement for Visgard® antifog coatings, delivered $2M revenue in 2002.
- Managed integration planning of $150M Honeywell Specialty Film P&L in 2001.
- Negotiated and led start-up of Ovonic Media LLC, a GE/ECD JV technology company.
- Led 15 member team of scientists and engineers that created a continuous, roll-to-roll manufacturing process for DVD-Rewritable media; Proved concept and produced working prototype in 12 months.

GE Plastics, Global Sourcing, Pittsfield MA

**Global Sourcing Manager** **1998-2000**

*Responsible for $110M buy including fiberglass, impact modifiers, fluoro-polymers, and process chemicals.*

- Negotiated $15M in direct material savings on a total portfolio of $110M in 18 months.
- Managed complex matrix of site buys, second sources, and low-cost country development.
- Managed 1 student intern, and influenced sourcing decisions of several manufacturing sites.

GE Plastics, Lexan and Valox Polyester Business Groups, Mt. Vernon IN

**New Product and Process Development** **1991-1998**

General Electric, Corporate Research and Development, Schenectady NY

**Applied Research, Flame Retardant Laboratory** **1988-1991**

## EDUCATION:

- MSM, Krannert Executive Masters of Business Management, Purdue, West Lafayette IN.
- Ph.D., Synthetic Organic Chemistry, UC Davis.
- B.S., Chemistry, UC Davis.

## TRAINING:

- Crucial Conversations, Loveland CO (2012)
- Outcome Driven Innovation, Voice of the Customer, Loveland CO (2011)
- Danaher Problem Solving Process, Loveland CO (2011)
- Danaher Business System (DBS) Tools, Loveland CO (2008 – 2012)
- Danaher Business System Leadership Orientation, Wood Dale IL (2008)
- Building Science Program, Johns Manville Technical Center, Littleton CO (2007).
- Management Development Program (MDP), Honeywell International, Morristown NJ (2006).
- Strategic Marketing Program, Honeywell International, Morristown NJ (2005).
- Disruptive Business Models, Clayton Christensen, Florham Park NJ (2005).
- Lead User Workshop, Eric Von Hippel, Stevens Institute of Technology, Hoboken NJ (2005).
- Opportunity Analysis Training, Honeywell International, Morristown NJ (2004).
- MIT Innovations in Management, MIT Sloan School, Cambridge MA (2004).
- Mergers & Acquisitions Course, GE Headquarters, Fairfield CT (2000).
- Management Development Course (MDC), GE Plastics, Crotonville NY (1999).
- 6 Sigma MAIC, DFSS, FMEA Training; Green Belt certification, GE Plastics, Mt Vernon IN (1996-1997).
- Management Skills Development Course (MSDC), GE Plastics (1995).
- Managing Plastics Programs, GE Plastics.
- VPI Polymer Synthesis and Characterization, GE CRD.
- Chemical & Materials Leadership Program (CMP), GE Plastics.

## Attachment G

| | *12/10/2025* | *10/22/2025* | *9/24/2025* | *8/27/2025* | *7/23/2025* | *6/25/2026* | *5/28/2025* | *4/23/2025* | *3/26/2025* |
|---|---|---|---|---|---|---|---|---|---|
| Edward Egnatios | | x | excused | x | x | x | | | |
| Brain Gaddie | | excused | x | x | x | x | x | excused | x |
| Ole Gjerde | | x | x | x | x | x | x | x | x |
| David Hammelman | | excused | x | x | x | x | x | x | x |
| Melanie Penoyar-Perez | | x | x | x | excused | x | x | x | x |
| Tony Rathbun | | x | x | x | x | x | x | x | x |
| Kevin Snow | | x | x | x | x | x | | | |

***Past Commissioners***

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Angie Brown | | | | | | | | x | excused |
| Bill Leung | | | | | | | | NA | NA |
| KiKi Miller | | | | | | | excused | x | x |
| Cortland Wolfe | | | | | | | | NA | NA |

Boxes highlighted in yellow designated when joined remotely

**Attachment G**

| *2/26/2025* | *1/22/2025* | *12/11/2024* | *10/30/2024* | *9/25/2024* | *8/28/2024* | *7/24/2024* | *6/26/2024* | *5/22/2024* | *4/24/2024* | *3/27/2024* |
|---|---|---|---|---|---|---|---|---|---|---|
| x | x | x | x | x | x | x | x | x | x | x |
| excused | x | x | joined 11/15 | | | | | | | |
| x | x | x | excused | x | x | x | x | x | x | x |
| excused | x | x | x | x | x | x | excused | x | excused | x |
| x | excused | x | x | excused | x | x | x | x | x | x |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| x | x | x | x | x | x | excused | x | x | x | x |
| NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| x | x | x | x | excused | x | x | absent | excused | x | x |
| NA | NA | NA | x | x | x | x | x | x | x | x |

**Attachment G**

| *2/28/2024* | *1/24/2024* | *12/13/2023* | *November* | *10/25/2023* | *9/27/2023* | *8/23/2023* | *7/27/2023* | *6/28/2023* |
|---|---|---|---|---|---|---|---|---|
| x | x | x | NA | x | x | excused | x | x |
| x | x | x | NA | x | x | x | x | x |
| excused | x | x | NA | x | x | x | x | excused |
| excused | x | x | NA | x | x | excused | x | x |
| joined 7/26 | x | x | NA | NA | NA | NA | NA | NA |
| NA | NA | NA | NA | NA | x | x | x | x |
| x | x | x | NA | x | excused | x | x | x |
| x | x | x | NA | x | x | x | excused | x |

PUBLIC HEARING

# ORDINANCE AMENDING VARIOUS SECTIONS OF THE CASTLE ROCK MUNICIPAL CODE REGARDING BOARD AND COMMISSION MEMBERSHIP, ABSENCES, TERM LIMITS, AND MEETINGS

DAVID L. CORLISS, TOWN MANAGER
JANUARY 20, 2026

TOWN OF CASTLE ROCK COLORADO

>

# TOWN CODE: BOARDS & COMMISSIONS

## CHANGES – MEMBERSHIP: TOWN RESIDENTS

Section 1 of the ordinance requires all Board members to be Town residents, except:

- Downtown Development Authority (DDA) members because their requirements are set by state law;
- if Council would in the future expressly allow a non-resident by ordinance;
- if they were appointed before the expected effective date of this ordinance.

# TOWN CODE: BOARDS & COMMISSIONS

## CHANGES – UNEXCUSED ABSENCES

Section 2 retains the absence provisions of the existing Town Code which is based on the required schedule of meetings of a particular board, and adds a new provision:

*"In no event shall a board or commission member have unexcused absences in excess of 15% of the total meetings held in the immediately preceding twelve-month period."*

Council can set a percentage they determine appropriate.

The existing Code sets unexcused absences based on board meeting schedules, ranging from:

- Four unexcused absences for boards scheduled to meet twice a month,
- Three unexcused absences if the board meets monthly,
- No more than one unexcused absence if the board meets quarterly or as needed.

# TOWN CODE: BOARDS & COMMISSIONS

## CHANGES – TERMS AND TERM LIMITS

Section 3 changes the terms to three years (from the existing two years) and limits terms to two consecutive terms.

Exceptions for the Downtown Development Authority (DDA) and Design Review Board (DRB).

# TOWN CODE: BOARDS & COMMISSIONS

## CHANGES - MEETINGS

Section 4 provides that remote attendance and participation by board members shall not be permitted.

2.16.080 - Meetings.
The Planning Commission shall hold regular public meetings, AS NEEDED.

D. Meetings. The Board shall hold REGULAR PUBLIC meetings at regularly scheduled intervals, AS NEEDED.

15.64.030 - Historic Preservation Board established.
B. Meetings. The Board shall hold REGULAR PUBLIC meetings at regularly scheduled intervals, AS NEEDED.

# TOWN CODE: BOARDS & COMMISSIONS

Staff did receive some comments that these changes will make some board participation more difficult going forward and those comments are included in the agenda packet.

# TOWN CODE: BOARDS & COMMISSIONS

PROPOSED MOTION:

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

ALTERNATIVE MOTIONS:

*“I move to approve the Ordinance with the following changes: _____.”*

*“I move to continue this item to [date] to allow time for: ____.”*

# QUESTIONS?

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 16. **File #:** DIR 2026-002

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

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

**From:** Tara Vargish, Director of Development Services

**Discussion/Direction: Planning Commission and the Comprehensive Plan (Chapter 2.16)**

## Executive Summary

Staff is requesting Town Council consideration of proposed amendments to the Town Code related to the Planning Commission and the Comprehensive Master Plan. The proposed updates outdated language, clarifies the advisory role of the Planning Commission, and better aligns the Code with current planning practices, statutory authority, and how the Town of Castle Rock uses its Comprehensive Master Plan today.

## Discussion

Staff is requesting Town Council direction to proceed with preparation of an ordinance amending Town Code provisions related to the Planning Commission and the Comprehensive Master Plan.

During the recent review of Town Code, staff identified that the existing language governing the Planning Commission's role and the content of the Comprehensive Master Plan has not been updated in many years. The proposed updates are intended to modernize and clarify the code and are not intended to expand or alter the fundamental authority of the Planning Commission or Town Council.

The proposed changes would:

- Clarify the Planning Commission's advisory role in the Comprehensive Master Plan process;
- Reinforce that the Comprehensive Master Plan is an advisory policy document;
- Make clear that the Comprehensive Master Plan does not adopt or amend zoning or subdivision regulations, but instead provides guidance for future regulatory actions;
- Improve overall readability and organization of the code language.

The comprehensive plan elements outlined in the code are intended to be broad in nature and do not preclude the incorporation of additional elements or topics that may be identified through public engagement or by the Town Council as beneficial to the community.

Some of the comprehensive plan elements may appear to overlap with planning efforts undertaken by other Town departments, such as Public Works, Castle Rock Water, and Parks and Recreation. The Comprehensive Master Plan is intended to serve as a coordinating policy document for the Town's planning and decision-making processes. It provides broad policy guidance to support coordination among Town departments and other public entities, while recognizing that such departments maintain separate, technical master plans and programmatic documents. Staff will review and consider additional language, as appropriate, to further clarify this relationship.

Reviewing and updating this code language at this time is beneficial as the Town prepares to initiate an update to the Comprehensive Master Plan. This discussion also provides a logical transition into planning for that future process.

## Budget Impact

No fiscal impact is associated with these code amendments. The proposed changes are organizational and clarifying in nature and do not create new programs, staffing requirements, or regulatory obligations.

## Staff Recommendation

At this time, staff is seeking Council direction to bring forward a formal ordinance for first reading that incorporates updates to Chapter 2.16 of the Castle Rock Municipal Code

## Proposed Motion

*"I move to direct staff to bring back an Ordinance with updates to Chapter 2.16 regarding the Planning Commission and Comprehensive Plan."*

## Attachments

Attachment A: Draft Ordinance

**Meeting Date:** January 20, 2026

# AGENDA MEMORANDUM

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

**Through:** Dave Corliss, Town Manager

**From:** Tara Vargish, P.E., Director, Development Services
Brad Boland, AICP, Planning Manager

**Title**: **Discussion/Direction Planning Commission and the Comprehensive Plan (Chapter 2.16)**

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## Executive Summary

Staff is requesting Town Council consideration of proposed amendments to the Town Code related to the Planning Commission and the Comprehensive Master Plan. The proposed updates outdated language, clarifies the advisory role of the Planning Commission, and better aligns the Code with current planning practices, statutory authority, and how the Town of Castle Rock uses its Comprehensive Master Plan today.

## Background

Town Council directed staff to review and return with recommended changes related to the Town's Boards and Commissions regarding various items such as term lengths, residency and attendance. As part of this effort, staff reviewed Chapter 2.16 of the Castle Rock Municipal Code, which addresses the Planning Commission and its role in relation to the Comprehensive Master Plan. Through this review, staff identified several areas where updates to the code language may be appropriate.

Pursuant to Chapter 2.16 of the Castle Rock Municipal Code, the Planning Commission is empowered to review and make recommendations to Town Council regarding the Comprehensive Master Plan and related planning matters. While the Planning Commission's role has remained consistent, the code language related to the Comprehensive Master Plan has not been updated in some time. Staff identified opportunities to refresh the language to improve clarity and better reflect current best practices for comprehensive planning.

Staff believes this is an appropriate time to consider updates to this language, as the Town is anticipated to undertake an update to the Comprehensive Master Plan in 2026.

## Discussion

Staff is requesting Town Council direction to proceed with preparation of an ordinance amending Town Code provisions related to the Planning Commission and the Comprehensive Master Plan.

During the recent review of Town Code, staff identified that the existing language governing the Planning Commission's role and the content of the Comprehensive Master Plan has not been updated in many years. The proposed updates are intended to modernize and clarify the code and are not intended to expand or alter the fundamental authority of the Planning Commission or Town Council.

The proposed changes would:

- Clarify the Planning Commission's advisory role in the Comprehensive Master Plan process;
- Reinforce that the Comprehensive Master Plan is an advisory policy document;
- Make clear that the Comprehensive Master Plan does not adopt or amend zoning or subdivision regulations, but instead provides guidance for future regulatory actions;
- Improve overall readability and organization of the code language.

The comprehensive plan elements outlined in the code are intended to be broad in nature and do not preclude the incorporation of additional elements or topics that may be identified through public engagement or by the Town Council as beneficial to the community.

Some of the comprehensive plan elements may appear to overlap with planning efforts undertaken by other Town departments, such as Public Works, Castle Rock Water, and Parks and Recreation. The Comprehensive Master Plan is intended to serve as a coordinating policy document for the Town's planning and decision-making processes. It provides broad policy guidance to support coordination among Town departments and other public entities, while recognizing that such departments maintain separate, technical master plans and programmatic documents. Staff will review and consider additional language, as appropriate, to further clarify this relationship.

Reviewing and updating this code language at this time is beneficial as the Town prepares to initiate an update to the Comprehensive Master Plan. This discussion also provides a logical transition into planning for that future process.

## Fiscal Impact

No fiscal impact is associated with these code amendments. The proposed changes are organizational and clarifying in nature and do not create new programs, staffing requirements, or regulatory obligations.

## Recommendation

At this time, staff is seeking Council direction to bring forward a formal ordinance for first reading that incorporates updates to Chapter 2.16 of the Castle Rock Municipal Code

## Proposed Motion

*"I move to direct staff to bring back an Ordinance with updates to Chapter 2.16 regarding the Planning Commission and Comprehensive Plan."*

## Attachments

Attachment A: Draft Ordinance

**ORDINANCE NO. 2026-___**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 2.16 OF THE CASTLE ROCK MUNICIPAL CODE REGARDING THE CASTLE ROCK PLANNING COMMISSION**

**WHEREAS**, Town Council desires to provide clarity and updates to the Castle Rock Municipal Code (the "Code") regarding the Castle Rock Planning Commission and its role in reviewing and making recommendations on the Comprehensive Master Plan; and

**WHEREAS**, the Town Council has determined that amendments to the Code are necessary to provide said clarity and updates.

**NOW, THEREFORE, IT IS ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO:**

**Section 1.** **Amendment**. Section 2.16.010 of the Castle Rock Municipal Code is amended to read as follows:

2.16.010 - Authorization.

There is authorized by this Chapter ~~in accordance with Section 31-23-202, C.R.S.,~~ the Castle Rock Planning Commission. ~~Except as modified or superseded by~~ IT IS THE INTENT OF THE TOWN COUNCIL THAT THE PROVISIONS OF this Chapter SHALL, IN ALL RESPECTS, SUPERSEDE the provisions of Parts 2 and 3, Article 23, Title 31, C.R.S., ~~shall be applicable to~~ WITH REGARD TO THE PURPOSES, POWERS, AND DUTIES OF the Planning Commission.

**Section 2.** **Amendment**. Section 2.16.030 of the Castle Rock Municipal Code is amended to read as follows:

2.16.030 - Powers.

A. The Planning Commission shall be empowered and authorized to review, act upon and advise the Town Council with respect to all zoning, rezoning, planning, subdividing, platting, annexation and other related activities as provided in the zoning and subdivision ordinances of the Town.

B. The Planning Commission is empowered to REVIEW AND make ~~and submit~~ RECOMMENDATIONS to the Town Council ~~for the Council's approval~~ REGARDING a COMPREHENSIVE master plan for the physical development of the municipality. The master plan ~~for the community of Castle Rock~~ IS INTENDED TO BE AN ADVISORY DOCUMENT TO GUIDE LAND DEVELOPMENT DECISIONS AND shall contain ~~the Planning Commission's recommendations with respect to~~ the following ~~matters~~:

1. ~~A comprehensive~~ POLICY GUIDANCE RELATED TO zoning and subdivision ~~ordinance together with a zoning plan~~ REGULATIONS;

2. Appropriate plans showing the general location, character and extent of streets, bridges, boulevards, parkways and other types of transportation corridors ~~within and without the community of Castle Rock~~;

3. A plan for the location and extent of public utilities, including, but not limited to, water and sewer development, public communications, gas and electrical extensions, together with the location and extent of other public improvements ~~to be created within the Town~~, such as parks, fire departments, police stations, schools and other public buildings; AND

4. Any ~~and all~~ plans for the eventual redesignation of specific areas within the community, ~~condemnation plans,~~ change of use plans or other alterations regarding the existing community structure.

~~C. The Planning Commission is empowered with any and all further powers delineated within Parts 2 and 3, Article 23, Title 31, C.R.S.~~

**Section 3.** **Repeal**. Section 2.16.110 of the Castle Rock Municipal Code is repealed in its entirety:

~~2.16.110 - Scope of Chapter.~~

~~This Chapter designates the purposes, powers and duties of the Planning Commission. The provisions of the statutory authority shall be applicable only in the instance of silence of this Chapter, or where the general intent of the Legislature as to scope and authority deemed proper for a Planning Commission can lend meaningful direction for the assistance and interpretation of this Chapter.~~

**Section 4.** **Severability.** If any part or provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provisions or application, and to this end the provisions of this Ordinance are declared to be severable.

**Section 5.** **Safety Clause.** The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Ordinance bears a rational relation to the legislative object sought to be obtained.

**APPROVED ON FIRST READING** this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against, after publication in compliance with Section 2.02.100.C of the Castle Rock Municipal Code; and

**PASSED, APPROVED AND ADOPTED ON SECOND AND FINAL READING** this ___ day of _____, 2026, by the Town Council of the Town of Castle Rock, Colorado, by a vote of ___ for and ___ against.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Tara Vargish, Director of Development Services

# DISCUSSION/DIRECTION PLANNING COMMISSION AND THE COMPREHENSIVE MASTER PLAN (CHAPTER 2.16)

TOWN COUNCIL
JANUARY 20, 2026

TOWN OF CASTLE ROCK COLORADO

# BACKGROUND

- Both Town Code and State Law reference the roles and responsibility of the Planning Commission related to the Comprehensive Master Plan

- Chapter 2.16 lays out the Planning Commissions role in the Comprehensive Master Plan and what should be included within the Comprehensive Master Plan.



# PROPOSED CHANGES

Chapter 2.16 Planning Commission

- Clarify that Town Code supersedes State regulations related to the powers and duties of the Planning Commission
- Clarify Planning Commission's advisory role in the Comprehensive Master Plan process;
- Reinforce that the Comprehensive Master Plan is an advisory policy document and does not adopt or amend zoning or subdivision regulations, but instead provides guidance for future regulatory actions;
- Improve overall readability and organization of the code language.

# PROPOSED CHANGES

2.16.010 - Authorization.

A. There is authorized by this Chapter ~~in accordance with Section 31-23-202, C.R.S.,~~ the Castle Rock Planning Commission. ~~Except as modified or superseded by~~ IT IS THE INTENT OF THE TOWN COUNCIL THAT THE PROVISIONS OF this Chapter SHALL, IN ALL RESPECTS, SUPERSEDE the provisions of Parts 2 and 3, Article 23, Title 31, C.R.S., ~~shall be applicable to~~ WITH REGARD TO THE PURPOSES, POWERS, AND DUTIES OF the Planning Commission.

B. The Planning Commission is empowered to REVIEW AND make ~~and submit~~ RECOMMENDATIONS to the Town Council ~~for the Council's approval~~ REGARDING a COMPREHENSIVE master plan for the physical development of the municipality. The master plan ~~for the community of Castle Rock~~ IS INTENDED TO BE AN ADVISORY DOCUMENT TO GUIDE LAND DEVELOPMENT DECISIONS AND shall contain ~~the Planning Commission's recommendations with respect to~~ the following ~~matters~~:

# PROPOSED CHANGES

2.16.010. B.

1. ~~A comprehensive~~ POLICY GUIDANCE RELATED TO zoning and subdivision ~~ordinance together with a zoning plan~~ REGULATIONS;

2. Appropriate plans showing the general location, character and extent of streets, bridges, boulevards, parkways and other types of transportation corridors ~~within and without the community of Castle Rock~~;

3. A plan for the location and extent of public utilities, including, but not limited to, water and sewer development, public communications, gas and electrical extensions, together with the location and extent of other public improvements ~~to be created within the Town~~, such as parks, fire departments, police stations, schools and other public buildings; AND

4. Any ~~and all~~ plans for the eventual redesignation of specific areas within the community, ~~condemnation plans,~~ change of use plans or other alterations regarding the existing community structure.

~~C. The Planning Commission is empowered with any and all further powers delineated within Parts 2 and 3, Article 23, Title 31, C.R.S.~~

# PROPOSED CHANGES

~~2.16.110 - Scope of Chapter.~~

~~This Chapter designates the purposes, powers and duties of the Planning Commission. The provisions of the statutory authority shall be applicable only in the instance of silence of this Chapter, or where the general intent of the Legislature as to scope and authority deemed proper for a Planning Commission can lend meaningful direction for the assistance and interpretation of this Chapter.~~

# PROPOSED MOTION

*“I move to direct staff to bring back an Ordinance with updates to Chapter 2.16 regarding the Planning Commission and the Comprehensive Master Plan as discussed tonight.”*

# DISCUSSION/QUESTIONS?

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 17. **File #:** RES 2026-008

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

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

**From:** Mark Marlowe, Director of Castle Rock Water
Mark Henderson, Assistant Director of Castle Rock water

**Resolution Approving Intergovernmental Agreements by and Between the Town of Castle Rock, Acting by and Through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District, for the Purchase and Sale of Rights in the WISE Project and WISE Infrastructure Capacity and for the Delivery of Water** *[WISE water to be used throughout Castle Rock Water's service area]*

## Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving a Purchase and Sale Agreement with Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District for WISE Capacity (***see Attachment A***). The Purchase and Sale Agreement is for 250 acre-feet (AF) of Water Infrastructure Supply Efficiency (WISE) capacity including the water subscription and all associated infrastructure shares (Western Pipeline, Binney Connection and Pump Station, DIA Connection, Ridgegate Pipeline, and all other associated infrastructure including future commitments to fund salinity management infrastructure). The purchase price is $2,138,388.05 as shown in the agreement (***see Exhibit 1 of Attachment A***).

CRW has evaluated the price, and the price includes what Pinery has paid for the actual shares and infrastructure. The price also does include a recovery of operational costs for the Pinery. CRW believes that the price including this operational component still provides excellent value given the cost of other renewable water resource supplies and the fact that the infrastructure for WISE is already in place.

CRW has invested $63.8M in WISE project shares since 2013. CRW currently owns 2,000 AF of WISE shares including associated shares in all of the infrastructure. Attachment B provides a map of all of the WISE infrastructure. The only remaining piece of infrastructure to be constructed in accordance with the WISE Water Delivery Agreement is a salinity management facility. Currently, this facility needs to be completed by 2030. CRW has reserved $57M in our five-year capital plan to fund CRW's portion of this facility. This $57M also includes the amounts needed to fund the portion of the facility that would be funded by the Pinery if CRW proceeds with the purchase of Pinery's shares.

The WISE project is one of two long-term, imported renewable water projects that CRW has been implementing since 2013 as part of our Water Resources Strategic Master Plan. The goal of the Plan is to achieve 75% renewable water supplies by 2050 and 100% renewable water supplies in a typical hydrologic year by 2065. Water deliveries from WISE started in 2018. To date, the largest amount of WISE water CRW has received in any given year is 1,242 AF of WISE water. WISE water is fully reusable to extinction. To date this year, CRW has provided 33% renewable water supplies. Starting in June of this year will be the first WISE year (June to May) where CRW anticipates receiving our full subscription of 2,000 AF.

## Budget Impact

This item was not included in the 2025 budget. There is adequate excess WISE funding in the 2025 budget, however, with the purchase of these WISE shares, the salinity management capital costs will not accrue to the 2025 budget as they have already been reserved with capital funding along with CRW's portion. The total purchase price for the Pinery WISE capacity and infrastructure is $2,138,388.05. This will be funded through the WISE Infrastructure account 211-4375-443.77-72, which has a balance of $5,031,354.

## Staff Recommendation

Staff recommends Council approve the Resolution as presented and CRW proceed with the purchase of the 250 AF of Pinery WISE water shares including the corresponding infrastructure capacity.

## Proposed Motion

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

## Alternative Motions

*"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).*

*"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."*

## Attachments

Staff Report
Attachment A: Resolution
Exhibit 1: Purchase and Sale Agreement
Exhibit 2: IGA - Water Delivery Agreement
Attachment B: Map of WISE Infrastructure

# 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
Mark Henderson, Assistant Director of Castle Rock Water

**Title**: **Resolution Approving a Purchase and Sale Agreement with Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District for WISE Capacity** *[WISE water to be used throughout Castle Rock Water's service area]*

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## Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving a Purchase and Sale Agreement with Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District for WISE Capacity (see ***Attachment A***). The Purchase and Sale Agreement is for 250 acre-feet (AF) of Water Infrastructure Supply Efficiency (WISE) capacity including the water subscription and all associated infrastructure shares (Western Pipeline, Binney Connection and Pump Station, DIA Connection, Ridgegate Pipeline, and all other associated infrastructure including future commitments to fund salinity management infrastructure). The purchase price is $2,138,388.05 as shown in the agreement (see Exhibit 1 of ***Attachment A***).

CRW has evaluated the price, and the price includes what Pinery has paid for the actual shares and infrastructure. Also, the price includes a recovery of operational costs for the Pinery. CRW believes that the price including this operational component still provides excellent value given the cost of other renewable water resource supplies and the fact that the infrastructure for WISE is already in place.

As part of this agreement, the Town will also enter into a Water Delivery Agreement (Exhibit 2) with the Pinery to provide water service at the interconnect on an as-available, as-needed basis during the months of June, July, and August. Wholesale water will be delivered at the all-in WISE cost, currently $10.07 per kgal, and updated annually.

CRW has invested $63.8M in WISE project shares since 2013. CRW currently owns 2,000 AF of WISE shares including associated shares in all of the infrastructure. ***Attachment B*** provides a map of the WISE infrastructure. The only remaining piece of infrastructure to be constructed

in accordance with the WISE Water Delivery Agreement is a salinity management facility. Currently, this facility needs to be completed by 2030. CRW has reserved $57M in our five-year capital plan to fund CRW's portion of this facility. This $57M also includes the amounts needed to fund the portion of the facility that would be funded by the Pinery if CRW proceeds with the purchase of Pinery's shares.

The WISE project is one of two long-term, imported renewable water projects that CRW has been implementing since 2013 as part of our Water Resources Strategic Master Plan. The goal of the Plan is to achieve 75% renewable water supplies by 2050 and 100% renewable water supplies in a typical hydrologic year by 2065. Water deliveries from WISE started in 2018. To date, the largest amount of WISE water CRW has received in any given year is 1,242 AF of WISE water. WISE water is fully reusable to extinction. In 2025, CRW provided 30% renewable water supplies. This year will be the first WISE year (June 2025 to May 2026) where CRW anticipates receiving our full subscription of 2,000 AF.

## Notification and Outreach Efforts

CRW has done outreach to customers since 2013 on the importance of the WISE project as part of the Water Resources Strategic Master Plan and the goal to achieve 75% renewable water supplies by 2050. This proposed purchase will help CRW meet the goal sooner, and the benefits will continue to be communicated to customers as part of CRW's outreach on the long-term water plan.

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

This item was presented to the CRW Commission on August 27, 2025. CRW Commission voted unanimously, 7 to 0 to recommend Council proceed with the purchase of the Pinery WISE water shares. Additional Town Council and CRW Commission discussions on WISE can be found in the full project records for the WISE project going back to before 2013.

## Discussion

In 2013, the Town of Castle Rock became a member of the South Metro WISE Authority (SMWSA) which, later that year, entered into the Water Infrastructure and Supply Efficiency (WISE) Partnership with Denver Water and Aurora Water upon full execution of the Water Delivery Agreement (WDA). Since that time, Castle Rock has been a participant in the WISE Project and began receiving WISE water in April 2018.

WISE water is provided to members of SMWSA using Aurora Water's Prairie Waters Project (PWP) which captures renewable and reusable water supplies on the South Platte River. The water captured and conveyed by PWP consists of supplies owned by both Aurora Water and Denver Water to varying degrees depending on hydrologic conditions. This partnership provides water to SMWSA members in hydrologically wet and normal years and provides Denver Water with an emergency drought supply 15 out of every 100 years.

The members of SMWSA have ownership of the subscription to WISE water as shown in Table 1. CRW is currently a 20% owner in the total SMWSA subscription of 10,000 AF per year on average or 100,000 AF over a 10-year period. In addition, each SMWSA member

owns varying capacities in the WISE infrastructure used to move the pro rata shares of WISE water. Purchase of the 250 AF of Pinery shares will raise CRW's ownership to 2,250 AF or 22.5% of the total.

The purchase also includes capacity in the Ridgegate Pipeline, the Western Pipeline, the Denver International Airport (DIA) connection and the Binney Connection and Pump Station as well as all the associated infrastructure. This purchase does not increase the overall capacity in what is known as the local WISE infrastructure which includes the Canyons Pipeline, Outter Marker Road Pipeline, Parker Midsection Pipeline and Parker's pump station. The local infrastructure has adequate capacity for CRW to move the additional supply that would come with this purchase. ***Attachment B*** shows all the WISE infrastructure that CRW uses.

Table 1. WISE Pro Rata Ownership

| Member | Pro Rata AF | Ownership |
|---|---|---|
| Town of Castle Rock | 2000 | 20% |
| PWSD | 1600 | 16% |
| Dominion | 1325 | 13% |
| Highlands Ranch | 1000 | 10% |
| Stonegate | 1000 | 10% |
| Rangeview | 900 | 9% |
| Meridian | 775 | 8% |
| Pinery | 500 | 5% |
| Inverness | 500 | 5% |
| Cottonwood | 400 | 4% |
| Total | 10000 | 100% |

The overall capital cost of WISE water for CRW to date has been $31,920 per AF. Once a salinity management facility is constructed, this number will approach $60,000 per AF. However, one of the benefits of this purchase is that it will reduce the overall per AF cost of WISE while providing more total WISE capacity since no additional local WISE infrastructure will be needed.

## Budget Impact

There is adequate excess WISE funding in the 2026 budget, however, with the purchase of these WISE shares, the salinity management capital costs will not accrue to the 2026 budget as they have already been reserved with capital funding along with CRW's portion. The total purchase price for the Pinery WISE capacity and infrastructure is $2,138,388.05. This will be funded through the WISE Infrastructure account 211-4375-443.77-72, which has a balance of $6,658,238.00.

## Staff Recommendation

Staff recommends Council approve the Resolution as presented and CRW proceed with the purchase of the 250 AF of Pinery WISE water shares including the corresponding infrastructure capacity.

## 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 Approving the Purchase and Sale Agreement
Exhibit 1: Purchase and Sale Agreement
Exhibit 2: Water Delivery Agreement
Attachment B: Map of WISE Infrastructure

**RESOLUTION NO. 2026-008**

**A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS BY AND BETWEEN THE TOWN OF CASTLE ROCK, ACTING BY AND THROUGH THE CASTLE ROCK WATER ENTERPRISE, AND DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & SANITATION DISTRICT, FOR THE PURCHASE AND SALE OF RIGHTS IN THE WISE PROJECT AND WISE INFRASTRUCTURE CAPACITY AND FOR THE DELIVERY OF WATER**

**WHEREAS**, the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise (the "Town"), and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District (the "District") are parties to the South Metro WISE Authority (the "Authority") Formation and Organizational Intergovernmental Agreement ("Organizational Agreement"); and

**WHEREAS**, the Organizational Agreement, as amended, sets forth the members' subscription amounts in the Water Infrastructure Supply Efficiency Project (the "WISE Project") and the members' rights and obligations arising therefrom (collectively, the "WISE Project Rights"); and

**WHEREAS**, the District's WISE Project Rights are currently 500 acre-feet, which amount is equal to a 5% pro-rata share of the total capacity in the WISE Project; and

**WHEREAS,** pursuant to Section 14 of the Organizational Agreement, members of the Authority are authorized to sell and convey their rights in the WISE Project to one or more other Authority members without restriction; and

**WHEREAS**, the Town desires to purchase 250 acre-feet of the District's WISE Project Rights, as well as the District's shares in the East Cherry Creek Valley Western Pipeline, the Binney Water Purification Facility and Pump Station Connection, the DIA Connection, the Ridgegate Pipeline, and all other appurtenant infrastructure, including a future commitment to fund salinity management infrastructure; and

**WHEREAS**, the Town and the District have negotiated the terms and conditions of intergovernmental agreements for (i) the purchase and sale of a portion of the District's rights in the WISE project and WISE infrastructure capacity and, in connection therewith, (ii) the delivery of wholesale water service from the Town to the District (collectively, the "IGAs"); and

**WHEREAS**, at their meeting on August 27, 2025, the Castle Rock Water Commission voted unanimously to recommend Town Council approval of the IGAs; and

**WHEREAS**, the Town Council hereby finds and determines that it is in the best interests of the Town and its residents to enter into the IGAs with the District.

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

**Section 1.** **Approval-PSA**. The Intergovernmental Agreement by and between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District for Purchase and Sale of Rights in the WISE Project and WISE Infrastructure Capacity (the "PSA") is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

**Section 2.** **Approval-WDA**. The Intergovernmental Agreement by and between the Town of Castle Rock, acting by and through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District (Water Delivery Agreement)(the "WDA") is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

**Section 3.** **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations under the PSA, the Town Council authorizes the expenditure and payment in an amount not to exceed $2,138,388.05, unless otherwise authorized in writing by the Town.

**PASSED, APPROVED AND ADOPTED** this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of __ for and __ against.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK:**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Mark Marlowe, Director, Castle Rock Water

# AGREEMENT FOR PURCHASE AND SALE OF RIGHTS IN THE WISE PROJECT AND WISE INFRASTRUCTURE CAPACITY

This Agreement for Purchase and Sale of WISE Capacity ("Agreement") is made and entered into this 20th day of January, 2026, and is by and between the Town of Castle Rock, a home rule municipality and political subdivision of the State of Colorado ("Castle Rock"), acting by and through the Castle Rock Water Enterprise, and Denver Southeast Suburban Water & Sanitation District d/b/a Pinery Water & Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado ("Pinery").

## RECITALS

A. Pinery and Castle Rock are parties to the South Metro WISE Authority Formation and Organizational Intergovernmental Agreement ("Organizational Agreement") the primary purpose of which is to create the South Metro WISE Authority ("Authority") to facilitate the WISE Project; and

B. The Organizational Agreement, as amended, sets forth the Members' Subscription Amounts in the WISE Project and the Members' rights and obligations arising therefrom ("Members WISE Project Rights"); and

C. The Pinery's Members WISE Project Rights are currently 500 acre-feet (ac-ft), equal to a 5% Pro-Rata Share; and

D. Pursuant to Section 14 of the Organizational Agreement, Members of the Authority are authorized to sell and convey their rights in the Members WISE Project Rights to one or more other Authority Members without restriction; and

E. Castle Rock desires to purchase 250 ac-ft of the Pinery's Members WISE Project Rights subject to the terms and conditions contained herein; and

F. The Authority is a party to the Purchase Agreement effective September 18, 2014 ("Purchase Agreement") for the East Cherry Creek Valley Western Pipeline (the "Western Pipeline") and the State Land Board Line (the "SLB Pipeline") which defines assets purchased by the WISE Authority; and

G. The Authority, East Cherry Creek Valley Water & Sanitation District, and the City and County of Denver Acting by and through its Board of Water Commissioners, are parties to that certain Agreement for the Operation of Shared Infrastructure, fully executed as of October 21, 2014, as amended, which sets forth, in part, the obligations of the parties thereto related to cost sharing for capital replacements, capital improvements, operations, and maintenance of Shared Facilities (as defined therein), which includes the Western Pipeline; and

H. Pinery holds a right to capacity in the Western Pipeline and SLB Pipeline as described in **Exhibit A** attached hereto ("Members Pipeline Capacity") and desires to sell to Castle

Rock a portion of its respective Members Pipeline Capacity in the Western Pipeline (including appurtenant capacity in the Smoky Hill Tank and other improvements) and in the SLB Pipeline; and

I. Castle Rock desires to purchase a portion of Pinery's Members Pipeline Capacity subject to the terms and conditions contained herein; and

J. The Authority is a party to that certain Amended and Restated WISE Partnership-Water Delivery Agreement effective October 21, 2014 (the "WDA"), that certain Agreement for the Operation of Shared Infrastructure (the "OSI") dated October 21, 2014, that certain Modifications Agreement effective October 21, 2014 ("Mods Agreement"), and other agreements, which collectively set forth the benefits and obligations of Authority Members regarding the Binney Water Purification Facility (the "Binney Plant") located north of the Aurora Reservoir and the associated Binney Plant Connection, the Denver International Airport (DIA) Connection (the "DIA Connection") located near the Denver International Airport, and the implementation of a total dissolved solids (TDS) management solution ("Salinity Management")(collectively, the Binney Agreements"); and

K. As a Member of the Authority, Castle Rock agrees that it has reviewed and is familiar with each agreement pertaining to a Member's benefits and obligations regarding the assets to be transferred herein, regardless of whether such agreement is specifically identified above; and

L. Pinery holds a right to capacity in the Binney Pump Station and Binney Pump Station Connection as described in **Exhibit A** attached hereto ("Members Binney Capacity"); and

M. Castle Rock desires to purchase a portion of the Pinery's Members Binney Capacity subject to the terms and conditions contained herein; and

N. Pinery holds a right to capacity in the DIA Connection as described in **Exhibit A** attached hereto ("Members DIA Capacity"); and

O. Castle Rock desires to purchase a portion of the Pinery's Members DIA Capacity subject to the terms and conditions contained herein; and

P. Castle Rock and Pinery are party to the Intergovernmental Water Infrastructure Cost Sharing, Construction and Capacity Allocation Agreement (the "Ridgegate Construction Agreement") dated June 6, 2016, and other agreements, which collectively set forth the benefits and obligations of Ridgegate Members regarding the Ridgegate Pipeline (collectively, "the Ridgegate Agreements"); and

Q. Pursuant to Section 4 of the Ridgegate Construction Agreement, Parties are authorized to sell and convey their rights in the Ridgegate Pipeline to one or more other Parties without restriction; and

R. Pinery holds a right to capacity in the Ridgegate Pipeline as described in **Exhibit A** attached hereto ("Members Ridgegate Pipeline Capacity") and desires to sell to Castle Rock a

portion of its respective Members Ridgegate Pipeline Capacity in exclusively the Ridgegate Pipeline;

S. Castle Rock desires to purchase a portion of the Pinery's capacity in the Ridgegate Pipeline subject to the terms and conditions contained herein;

T. Pinery and Castle Rock are members of the Cherry Creek Project Water Authority ("CCPWA"), a quasi-municipal corporation and political subdivision of the State of Colorado established pursuant to Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. §§ 29-1-203 and 204.2;

U. Castle Rock and Pinery are parties to that certain Intergovernmental Agreement Between Denver Southeast Suburban Water & Sanitation District D/B/A Pinery Water & Wastewater District and The Town Of Castle Rock (Cherry Creek Project Water Authority Water Delivery Agreement) dated May 17, 2022 (the "Delivery Agreement"); and

V. The Delivery Agreement sets forth the terms and conditions upon which the Parties agreed to operate a pipeline connection between the Parties' respective service areas (the "Interconnect"), among other agreements related thereto.

Castle Rock and Pinery intend that this Agreement set forth their entire understanding and agreement regarding the terms and conditions upon which Pinery is selling a portion of its respective Members Pipeline Capacity in the Western Pipeline, its respective Members Binney Capacity, and its respective capacity in the Ridgegate Pipeline. It is the intention of the parties that all prior negotiations, discussions, offers and agreements between them regarding the purchase of such rights be merged and incorporated in this Agreement, except as otherwise stated. For purposes of this Agreement, "Members Pipeline Capacity", "Members Binney Capacity", "Members DIA Capacity", and "Members Ridgegate Pipeline Capacity" are sometimes jointly referred to herein as "Members Capacity".

**AGREEMENT**

In consideration of the mutual promises and covenants herein contained, and the recitals set forth above which are hereby incorporated, Castle Rock and Pinery agree as follows:

1. Definitions. All capitalized terms in this Agreement not otherwise defined herein shall have the meaning as defined in the Organizational Agreement, the WDA, the OSI, the Mods Agreement, and/or the Ridgegate Construction Agreement as the case may be.

2. Sale of Members Rights and Capacity. Subject to the terms of this Agreement, Pinery agrees to sell to Castle Rock a portion of its respective Members WISE Project Rights, Members Pipeline Capacity, its respective Members Binney Capacity, its respective Members DIA Capacity, and its respective Ridgegate Pipeline capacity, each as described in **Exhibit A** (the "Purchased Shares") and transfer to Castle Rock all rights and responsibilities of Pinery associated with the Purchased Shares pursuant to the Organizational Agreement, the Binney Agreements, and the Ridgegate Agreements.

3. Consideration.

a. Purchase Price and Terms. The total purchase price for the Purchased Shares is Two Million One Hundred Thirty-Eight Thousand Three Hundred Eighty-Eight and 05/100 Dollars **($2,138,388.05)** (the "Purchase Price"). The Purchase Price shall be paid in full on or before January 31, 2026, and shall be made in funds which comply with all applicable Colorado laws, which include cash, electronic transfer funds, certified check, savings and loan teller's check and cashier's check ("Good Funds") delivered as instructed by Pinery.

b. Additional Consideration. In addition to the Purchase Price, Castle Rock covenants and agrees as follows:

i. Castle Rock will enter into an intergovernmental agreement in the form attached hereto as **Exhibit B**, whereby Castle Rock will agree to provide the Pinery with water service via the Interconnect on a wholesale basis, up to 0.75 million gallons per day (mgd) during the month of June, July and August, with the actual amounts of water provided on an as-needed and as-available basis with as-available determined solely at the discretion of Castle Rock;

ii. Castle Rock agrees not to participate in the expansion of Walker Reservoir and will support the District during negotiations with other CCPWA members to secure to the Pinery the maximum possible amount of capacity in the event of an expansion of Walker Reservoir; and

iii. In the event that Cottonwood, Inverness, and/or any other CCPWA member, decides to sell their interest in CCPWA, Castle Rock agrees that the Pinery shall have the right of first refusal to purchase such interest and increase the Pinery's membership rights in the CCPWA, up to fifty percent (50%).

4. Delivery of Purchased Shares. Upon receipt of the Purchase Price, Pinery shall deliver to Castle Rock an executed Bill of Sale (the "Bill of Sale") in the form attached hereto as **Exhibit C**. Upon delivery of the Bill of Sale, Castle Rock shall have full use of the Purchased Shares and shall be fully responsible for the costs allocated to the Members that are based on the Members Pipeline Capacity, Members Binney Capacity, and the Ridgegate Pipeline Capacity attributable to the Purchased Shares, pursuant to Section 6 of the Organizational Agreement, the Binney Agreements, and the Ridgegate Agreements respectively. Castle Rock and Pinery shall notify the Authority of the new allocation of their respective Members Capacity resulting from this Agreement as set forth in **Exhibit A**.

5. Representations, Covenants, and Agreements of Pinery. Pinery represents and covenants as follows:

a. Pinery is a political subdivision duly organized and existing under the Constitution and laws of the State of Colorado. Pinery has taken all necessary actions and is duly authorized to enter into this Agreement and to carry out its obligations hereunder.

b. There is no litigation or proceeding pending or, to the best of Pinery's knowledge, threatened against Pinery affecting the right of Pinery to execute this Agreement or

the ability of Pinery to take the actions required hereunder or to otherwise comply with the obligations contained herein.

c. Pinery covenants and agrees to comply with any applicable covenants and requirements set forth in the Organizational Agreement, the Binney Agreements, and the Ridgegate Agreements and to take such actions as necessary to facilitate the transfer of the Purchased Shares pursuant to the terms thereof.

6. Representations and Covenants of Castle Rock. Castle Rock represents and covenants as follows:

a. Castle Rock is a political subdivision of the State of Colorado which has the lawful authority to acquire the Purchased Shares from Pinery.

b. Castle Rock shall not pledge or assign its right, title and interest in and to: (1) this Agreement; or (2) the Purchased Shares and attendant rights and obligations that may be derived under this Agreement or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in, to and under this Agreement or the Purchased Shares until such time as the Purchase Price has been delivered to Pinery.

c. There is no litigation or proceeding pending against Castle Rock affecting the right of Castle Rock to enter into this Agreement and perform its obligations hereunder or thereunder.

d. Castle Rock shall be responsible for applying for, obtaining, and complying with any and all necessary requirements for Castle Rock's use of the Purchased Shares under the Organizational Agreement, the Binney Agreements, and the Ridgegate Agreements and to take all actions necessary to facilitate the transfer of the Purchased Shares pursuant thereto.

7. Future Cooperation. Pinery and Castle Rock, for themselves, their respective agents, representatives and assigns, agree to provide to each other and the Authority, its agents, representatives, experts and attorneys, such information and documentation as may be reasonably necessary to implement this Agreement.

8. Notices. Notices under this Agreement and other mailings to the parties shall be sent to the parties at the address for notifications on file with the Authority and a copy of any notices hereunder shall be sent to the Authority.

9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

10. Anti-Merger Clause. This Agreement shall not merge with either the Organizational Agreement, the Binney Agreements, or the Ridgegate Agreements referenced herein.

11. Execution. This Agreement may be executed in duplicate originals as of the date first above written. When each party has executed a copy thereof, such copies taken together shall

be deemed a full and complete agreement between the parties. The date last signed by either party shall be the execution date.

12. Agents. Castle Rock and Pinery each warrant that neither has retained any real estate broker or real estate agent who would be due a commission or other fee as a result of the closing of this transaction.

13. Modification of Agreement. No subsequent modification of any of the terms of this Agreement shall be valid or enforceable unless made in writing and signed by both parties hereto.

14. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Castle Rock and Pinery, and their respective successors and assigns, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of Castle Rock and Pinery that any person other than Castle Rock or Pinery receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

16. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Any legal action concerning the provisions hereof shall be brought in Douglas County, Colorado.

17. Non-Waiver of Governmental Immunity. The parties, their directors, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S §§ 24-10-101, *et. seq.*, as the same may be amended.

18. Entire Agreement. This Agreement constitutes the entire understanding between the parties relating to the subject thereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Castle Rock and Pinery have executed this Agreement as of the date first set forth above.

**PINERY:**

**Denver Southeast Suburban Water and Sanitation District d/b/a Pinery Water and Wastewater District**

By: _____
Walter Partridge, Chairman

ATTEST:

_____
Jim McGannon, Secretary

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Mark Marlowe, Director, Castle Rock Water

# EXHIBIT A

| | Pinery Current Capacity Owned | Cost to Date (USD) | TCR Capacity to purchase | Cost to TCR (USD) |
|---|---|---|---|---|
| WISE Project Rights* | 500 AF | $972,040.89 | 250 AF | $486,020.45 |
| Western Pipeline and Modifications | 0.50 mgd | $1,171,376.86 | 0.25 mgd | $585,688.43 |
| DIA Connection | 500 AF | $734,368.95 | 250 AF | $367,184.47 |
| Binney Pump Station and Connection | 0.50 mgd | $762,054.94 | 0.25 mgd | $381,027.47 |
| Ridgegate Pipeline | 0.50 mgd | $613,982.21 | 0.25 mgd | $306,991.11 |
| Salinity Management Project | 500 AF | $22,952.25 | 250 AF | $11,476.13 |
| SLB Pipeline | N/A | N/A | Pro-rated based on WISE Authority Records | $0.00 |
| | | | **TOTAL** | **$2,138,388.05** |

* Includes South Metro WISE Authority Operations and costs and Operational Reserve

**EXHIBIT B**

**[FORM OF INTERGOVERNMENTAL AGREEMENT]**

**INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & WASTEWATER DISTRICT AND THE TOWN OF CASTLE ROCK (WATER DELIVERY AGREEMENT)**

THIS **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this 20th day of January, 2026 (the "Effective Date"), by and between **DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & WASTEWATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Pinery") and **THE TOWN OF CASTLE ROCK, A HOME RULE MUNICIPAL CORPORATION, ACTING BY AND THROUGH THE TOWN OF CASTLE ROCK WATER ENTERPRISE** ("Castle Rock") (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**, each of the Parties operates a water delivery system to provide water service to their customers; and

**WHEREAS**, the Parties entered into the Emergency Connection and Reimbursement Agreement dated December 22, 2011 related to the provision of potable water during emergencies (the "Emergency Interconnect IGA"); and

**WHEREAS**, the pursuant to the Emergency Interconnect IGA, the parties constructed the Interconnect; and

**WHEREAS**, the Parties entered into the Intergovernmental Agreement Between Denver Southeast Suburban Water and Sanitation District d/b/a/ Pinery Water & Wastewater District and the Town of Castle Rock (Cherry Creek Project Water Authority Water Delivery Agreement) dated May 17, 2022 related to delivery of the Castle Rock's interest in the Cherry Creek Project Water Authority ("CCPWA") water via the Interconnect (the "CCPWA IGA"); and

**WHEREAS**, Pinery desires to receive water service via the Interconnect on a wholesale basis; and

**WHEREAS**, Castle Rock is willing to provide wholesale water service to Pinery via the Interconnect, subject to the terms of 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, have the meanings indicated:

A. "Interconnect" means the existing pipeline connection between Castle Rock's water system and the Pinery's water system whereby potable water may be delivered from one party to the other party near Mentha Drive and Carefree Trail along the Parties' service boundaries depicted on map identified as **Exhibit A** to this Agreement. The Interconnect is used to deliver water pursuant to the Emergency Interconnect IGA, the CCPWA IGA and this Agreement.

B. "MGD" means million gallons per day.

C. "AF" means acre-feet.

D. "KGal" means per 1000 gallons.

E. "Castle Rock WISE Water Cost" means the total cost incurred by the Town to obtain delivery of water pursuant to Castle Rock's participation in South Metro WISE Authority, including the cost of WISE Water plus all costs of pumping and transmitting WISE Water through infrastructure owned by Castle Rock and third parties.

F. "WISE Water" means water delivered to Castle Rock based on its participation in the South Metro WISE Authority.

G. "Pinery Rate" means the then-current delivery rate charged to Pinery per KGal.

2. **RATE AND VOLUME OF WATER.** Pursuant to this Agreement, Castle Rock agrees to deliver to up to 0.75 MGD of potable water to the Pinery through the Interconnect during the months of June, July, and August, with the actual amounts of water provided on an as-needed and as-available basis. The maximum volume shall not exceed 71.3 AF per month or 209.5 AF feet annually. The minimum volume is 0 AF. Castle Rock shall have sole discretion to determine whether Castle Rock has water available for delivery to the Pinery. This is in addition to any water Pinery is authorized to take, pursuant to the Emergency Interconnect IGA.

3. **QUALITY OF WATER**. All water delivered from Castle Rock to Pinery through the Interconnect pursuant to this Agreement shall meet all state and federal safe drinking water regulatory requirements as such may exist now or in the future, including, without limitation, the Safe Drinking Water Act and Colorado Primary Drinking Water Regulations (5 CCR 1002-1), as amended from time to time. If either party becomes aware of any degradation in water quality that falls below these regulatory requirements, such party shall immediately notify the other party of such fact and cease all deliveries of water until such degradation is remedied.

4. **DELIVERY WATER RATE.** For water deliveries to Pinery pursuant to this Agreement, Pinery agrees to pay the Pinery Rate. The Pinery Rate shall be equal to Castle Rock WISE Water Cost. The Castle Rock WISE Water Cost is $10.07 per KGal in 2026. The Castle Rock WISE Water Costs will be updated annually in accordance with Castle Rock's standard rate making process. Castle Rock shall provide Pinery written notice of any change to the Pinery Rate before

the end of each calendar year. Castle Rock shall invoice the Pinery monthly for any water deliveries. Pinery shall pay Castle Rock within forty-five (45) days of receipt of the invoices.

5. **NOTICE OF REQUEST FOR DELIVERIES.** The Pinery shall provide written notice to Castle Rock seven (7) days in advance of its desire to receive water through the Interconnect under this Agreement. The notice shall include the flow rate in MGD, the volume per month in AF and total volume in AF. As soon as practicable, the Town shall inform Pinery in writing of the flow rate and volume of water available and the anticipated commencement of deliveries under the Agreement.

6. **CAPITAL IMPROVEMENTS AND COSTS.**

A. The Pinery is responsible for making and infrastructure upgrades downstream of the Interconnect necessary to take delivery of water from Castle Rock through the Interconnect. The Pinery is responsible all costs associated with the upgrades, including but not limited to design, permitting, construction, operation, maintenance, repair and replacement costs.

B. The Pinery and Castle Rock shall enter into a separate agreement, if there are any infrastructure upgrades needed upstream of the Interconnect to make deliveries of water to Pinery through the Interconnect. Castle Rock agrees to cooperate with the Pinery on any upgrades upstream of the Interconnect.

C. The ownership of and maintenance obligations for the Interconnect are governed by Sections 2, 3 and 6 of the Emergency Interconnect IGA.

7. **REUSABLE WATER RIGHTS**. If Castle Rock's water delivered to the Pinery under this Agreement is decreed for use, reuse and successive use to extinction, then Pinery will have the right to reuse that water to extinction. Castle Rock has no obligation to provide any specific water to Pinery or to provide Pinery with water available for reuse and successive use to extinction. Despite references to WISE Water and the WISE Water Rate, the Town has no obligation to deliver WISE Water to Pinery.

8. **ACCOUNTING FOR WATER DELIVERIES.** The water delivered by Castle Rock to Pinery at the Interconnect under this Agreement shall be measured through a water meter with an expected range of flows within a +/- 1% accuracy. Castle Rock shall read the meter and provide accounting to Pinery on a monthly basis. The accounting shall indicate whether the water is available for reuse and successive use to extinction.

9. **DEFAULT/REMEDIES.** The failure of either Party ("Defaulting Party") to perform any material covenant, agreement, obligation or provision of this Agreement shall constitute an event of default ("Default"). In the event that one Party deems the other Party to be in Default, it shall provide written notice indicating the Default. The Defaulting Party shall have thirty (30) days from the date of the notice to cure the 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 to completion. 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 fails to cure the Default in accordance with this Section, the non- Defaulting Party may pursue all available remedies at law or equity. In any legal action, to the extent allowed by law, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

10. **MISCELLANEOUS.**

A. Appropriations. Any monetary obligation under this Agreement shall be subject to annual appropriation by the governing body of each Party. A failure of either Party to appropriate any annual monies required under this Agreement shall result in the termination of this Agreement on December 31 of the last calendar year for which such monies were appropriated. In such event, each Party's only financial obligation shall be the payment of fees and expenses incurred up to and including the effective date of termination. Nothing set forth herein shall make or constitute this Agreement as a multiple-year fiscal obligation of either Party, nor shall it constitute or create a debt on the part of either Party.

B. 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.

C. Entire Agreement. This Agreement and the Emergency Interconnect IGA constitute 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.

D. Conflict Between Agreements. The Emergency Interconnect IGA shall remain in full force and effect. In the event of an irreconcilable conflict between this Agreement and the Emergency Interconnect IGA, the terms of this Agreement shall govern.

E. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

F. 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.

G. 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.

H. Assignability. This Agreement may be assigned, pledged or transferred, in whole or in part, by either Party, but only with the prior written consent of the other Party to this Agreement.

I. 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.

J. 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.

K. 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 three (3) days after deposit in the United States mail.

| | |
|---|---|
| If to Castle Rock: | Town of Castle Rock<br>Attn: Director of Castle Rock Water<br>175 Kellogg Court<br>Castle Rock, CO 80109 |
| with copy to: | Town of Castle Rock<br>Attn: Town Attorney<br>100 N. Wilcox Street<br>Castle Rock, CO 80104 |
| If to Pinery: | Pinery Water and Wastewater District<br>Attn: District Manager<br>5242 Old Schoolhouse Rd<br>Parker, CO 80134 |
| with copy to: | c/o: Folkestad Fazekas Barrick & Patoile, P.C.<br>Attn.: Joe D. Kinlaw, General Counsel<br>18 S. Wilcox Street, Suite 200<br>Castle Rock, CO 80104 |

L. 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 shall be recorded in the records

of the Clerk and Recorder for Douglas County, Colorado.

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. Effect of Invalidity. If any provision of this Agreement is held illegal, invalid or unenforceable under present of future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision was not a part hereof.

O. Force Majeure. Subject to the terms and conditions of this paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: i) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and iii) the non-performing party proceeds with all necessary diligence to remedy its inability to perform, As used herein, force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control and without the fault or negligence of the party, including, without limitation, (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h)fire, (i) explosion, (j) extreme weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slowdown or other labor disruptions, and/or (o) pandemics.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Mark Marlowe, Director Castle Rock Water

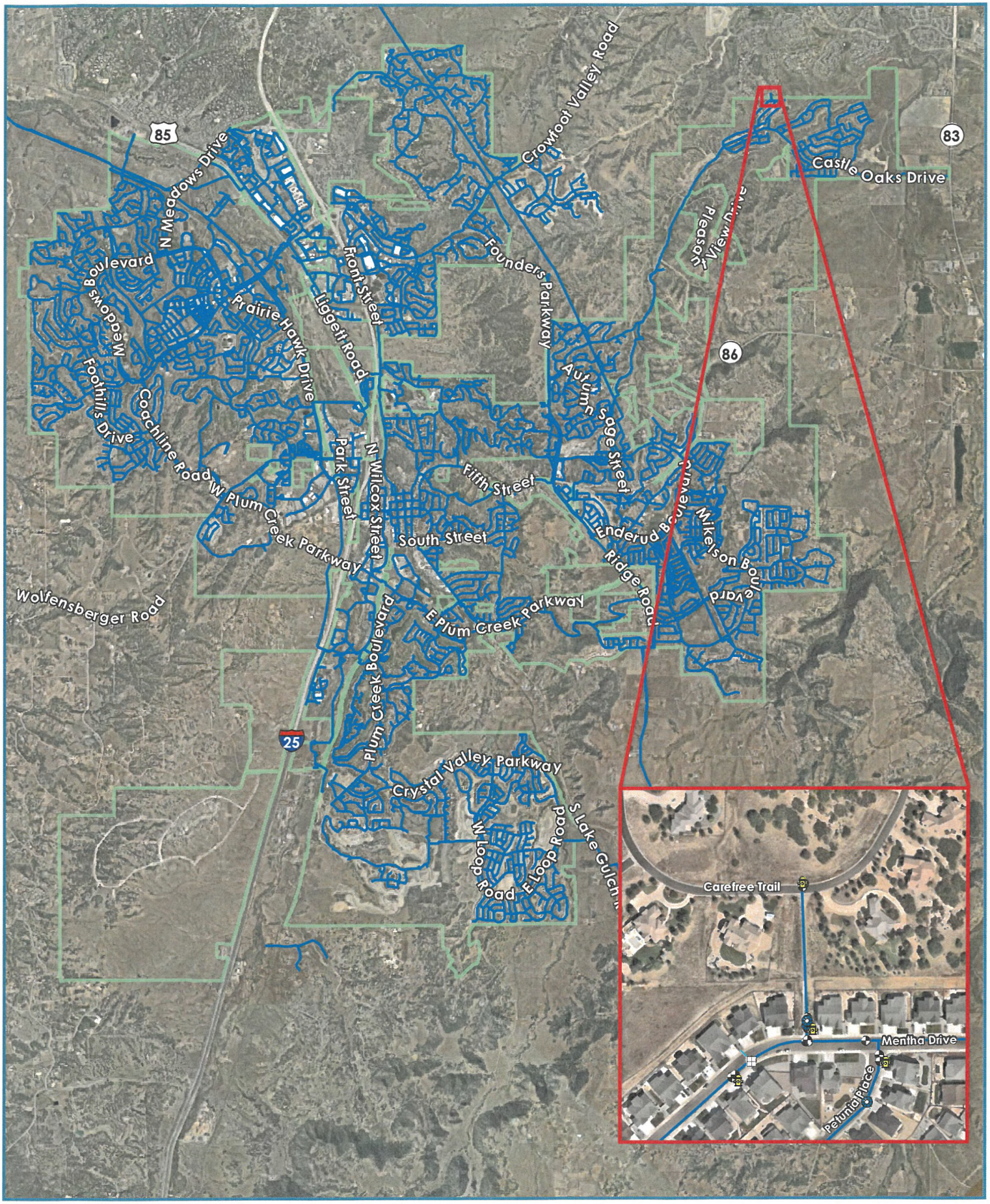
**[Signatures Continue on Following Page]**

**PINERY:**
DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT, D/B/A PINERY WATER AND WASTEWATER DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Walter E. Partridge, Chairman

ATTEST:

By: _____
Jim McGannon, Secretary




CASTLE ROCK Qwater
Securing our future drop by drop

0 0.5 1 2 3 Miles

Date: 3/7/2022

1 inch = 6,000 feet

**Exhibt A:**
Castle Rock/Pinery
Water System Interconnect

Document Path: J:\GIS\Map Requests\2022\Internal_Requests\Pinery_Interconnect\Pinery_Interconnect.mxd

**EXHIBIT C**

**[FORM OF BILL OF SALE]**

**BILL OF SALE**
**[RIGHTS IN THE WISE PROJECT AND WISE INFRASTRUCTURE CAPACITY]**

KNOW ALL PERSONS BY THESE PRESENTS that the **DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado **D/B/A PINERY WATER AND WASTEWATER DISTRICT** (the "Pinery") in consideration of the receipt of the sum of **Two Million One Hundred Thirty-Eight Thousand Three Hundred Eighty-Eight and 05/100 Dollars ($2,138,388.05)** (the "Purchase Price"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and delivered and by these presents does bargain, sell, grant, convey, transfer and deliver unto the **TOWN OF CASTLE ROCK**, a home rule municipality and political subdivision of the State of Colorado, by and through the Castle Rock Water Enterprise ("Castle Rock") (each individually a "Party" and collectively, the "Parties"), the following goods, rights and interests set forth herein (capitalized terms used herein, if not separately defined in this Bill of Sale, will have the same meanings ascribed to them in that certain Agreement for Purchase and Sale of Rights in the WISE Project and WISE Infrastructure Capacity, dated January 20, 2026, by and between Castle Rock and Pinery), each as more specifically set forth on **Exhibit 1**, attached hereto and incorporated herein by this reference:

1. WISE Project Rights;
2. Member's Pipeline Capacity in the Western Pipeline and Modifications (which includes the Smoky Hill Tank and other improvements);
3. The SLB Pipeline;
4. Member's rights and obligations related to Binney Capacity in the future Binney Connection and Binney Pump Station;
5. Member's rights and obligations related to DIA Capacity in the DIA Connection;
6. Member's rights and obligations related to the Ridgegate Pipeline Capacity in the Ridgegate Pipeline.

This Bill of Sale may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Bill of Sale. In addition, the parties agree to recognize signatures of this Bill of Sale transmitted by telecopy or email as if they were original signatures.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Pinery and Castle Rock have executed this Bill of Sale, effective _____, 2026

**DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT D/B/A PINERY WATER AND WASTEWATER DISTRICT,**
a quasi-municipal corporation and political subdivision of the State of Colorado

_____
By: Walter Partridge, Chairman

ATTEST:

_____
Heidi Tackett, Secretary

**TOWN OF CASTLE ROCK**

_____
Lisa Anderson, Town Clerk

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Mark Marlowe, Director, Castle Rock Water

**INTERGOVERNMENTAL AGREEMENT BETWEEN DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & WASTEWATER DISTRICT AND THE TOWN OF CASTLE ROCK (WATER DELIVERY AGREEMENT)**

THIS **INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this 20th day of January , 2026 (the "Effective Date"), by and between **DENVER SOUTHEAST SUBURBAN WATER & SANITATION DISTRICT D/B/A PINERY WATER & WASTEWATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("Pinery") and **THE TOWN OF CASTLE ROCK, A HOME RULE MUNICIPAL CORPORATION, ACTING BY AND THROUGH THE TOWN OF CASTLE ROCK WATER ENTERPRISE** ("Castle Rock") (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**, each of the Parties operates a water delivery system to provide water service to their customers; and

**WHEREAS**, the Parties entered into the Emergency Connection and Reimbursement Agreement dated December 22, 2011 related to the provision of potable water during emergencies (the "Emergency Interconnect IGA"); and

**WHEREAS**, the pursuant to the Emergency Interconnect IGA, the parties constructed the Interconnect; and

**WHEREAS**, the Parties entered into the Intergovernmental Agreement Between Denver Southeast Suburban Water and Sanitation District d/b/a/ Pinery Water & Wastewater District and the Town of Castle Rock (Cherry Creek Project Water Authority Water Delivery Agreement) dated May 17, 2022 related to delivery of the Castle Rock's interest in the Cherry Creek Project Water Authority ("CCPWA") water via the Interconnect (the "CCPWA IGA"); and

**WHEREAS**, Pinery desires to receive water service via the Interconnect on a wholesale basis; and

**WHEREAS**, Castle Rock is willing to provide wholesale water service to Pinery via the Interconnect, subject to the terms of 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, have the meanings indicated:

A. ”Interconnect” means the existing pipeline connection between Castle Rock’s water system and the Pinery’s water system whereby potable water may be delivered from one party to the other party near Mentha Drive and Carefree Trail along the Parties’ service boundaries depicted on map identified as **Exhibit A** to this Agreement. The Interconnect is used to deliver water pursuant to the Emergency Interconnect IGA, the CCPWA IGA and this Agreement.

B. “MGD” means million gallons per day.

C. “AF” means acre-feet.

D. “KGal” means per 1000 gallons.

E. “Castle Rock WISE Water Cost” means the total cost incurred by the Town to obtain delivery of water pursuant to Castle Rock’s participation in South Metro WISE Authority, including the cost of WISE Water plus all costs of pumping and transmitting WISE Water through infrastructure owned by Castle Rock and third parties.

F. “WISE Water” means water delivered to Castle Rock based on its participation in the South Metro WISE Authority.

G. “Pinery Rate” means the then-current delivery rate charged to Pinery per KGal.

2. **RATE AND VOLUME OF WATER.** Pursuant to this Agreement, Castle Rock agrees to deliver to up to 0.75 MGD of potable water to the Pinery through the Interconnect during the months of June, July, and August, with the actual amounts of water provided on an as-needed and as-available basis. The maximum volume shall not exceed 71.3 AF per month or 209.5 AF feet annually. The minimum volume is 0 AF. Castle Rock shall have sole discretion to determine whether Castle Rock has water available for delivery to the Pinery. This is in addition to any water Pinery is authorized to take, pursuant to the Emergency Interconnect IGA.

3. **QUALITY OF WATER**. All water delivered from Castle Rock to Pinery through the Interconnect pursuant to this Agreement shall meet all state and federal safe drinking water regulatory requirements as such may exist now or in the future, including, without limitation, the Safe Drinking Water Act and Colorado Primary Drinking Water Regulations (5 CCR 1002-1), as amended from time to time. If either party becomes aware of any degradation in water quality that falls below these regulatory requirements, such party shall immediately notify the other party of such fact and cease all deliveries of water until such degradation is remedied.

4. **DELIVERY WATER RATE.** For water deliveries to Pinery pursuant to this Agreement, Pinery agrees to pay the Pinery Rate. The Pinery Rate shall be equal to Castle Rock WISE Water Cost. The Castle Rock WISE Water Cost is $10.07 per KGal in 2026. The Castle Rock WISE Water Costs will be updated annually in accordance with Castle Rock’s standard rate making process. Castle Rock shall provide Pinery written notice of any change to the Pinery Rate before

the end of each calendar year. Castle Rock shall invoice the Pinery monthly for any water deliveries. Pinery shall pay Castle Rock within forty-five (45) days of receipt of the invoices.

5. **NOTICE OF REQUEST FOR DELIVERIES.** The Pinery shall provide written notice to Castle Rock seven (7) days in advance of its desire to receive water through the Interconnect under this Agreement. The notice shall include the flow rate in MGD, the volume per month in AF and total volume in AF. As soon as practicable, the Town shall inform Pinery in writing of the flow rate and volume of water available and the anticipated commencement of deliveries under the Agreement.

6. **CAPITAL IMPROVEMENTS AND COSTS.**

A. The Pinery is responsible for making and infrastructure upgrades downstream of the Interconnect necessary to take delivery of water from Castle Rock through the Interconnect. The Pinery is responsible all costs associated with the upgrades, including but not limited to design, permitting, construction, operation, maintenance, repair and replacement costs.

B. The Pinery and Castle Rock shall enter into a separate agreement, if there are any infrastructure upgrades needed upstream of the Interconnect to make deliveries of water to Pinery through the Interconnect. Castle Rock agrees to cooperate with the Pinery on any upgrades upstream of the Interconnect.

C. The ownership of and maintenance obligations for the Interconnect are governed by Sections 2, 3 and 6 of the Emergency Interconnect IGA.

7. **REUSABLE WATER RIGHTS**. If Castle Rock's water delivered to the Pinery under this Agreement is decreed for use, reuse and successive use to extinction, then Pinery will have the right to reuse that water to extinction. Castle Rock has no obligation to provide any specific water to Pinery or to provide Pinery with water available for reuse and successive use to extinction**.** Despite references to WISE Water and the WISE Water Rate, the Town has no obligation to deliver WISE Water to Pinery**.**

8. **ACCOUNTING FOR WATER DELIVERIES.** The water delivered by Castle Rock to Pinery at the Interconnect under this Agreement shall be measured through a water meter with an expected range of flows within a +/- 1% accuracy. Castle Rock shall read the meter and provide accounting to Pinery on a monthly basis. The accounting shall indicate whether the water is available for reuse and successive use to extinction**.**

9. **DEFAULT/REMEDIES.** The failure of either Party ("Defaulting Party") to perform any material covenant, agreement, obligation or provision of this Agreement shall constitute an event of default ("Default"). In the event that one Party deems the other Party to be in Default, it shall provide written notice indicating the Default. The Defaulting Party shall have thirty (30) days from the date of the notice to cure the 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 to completion. 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 fails to cure the Default in accordance with this Section, the non- Defaulting Party may pursue all available remedies at law or equity. In any legal action, to the extent allowed by law, the prevailing Party shall be entitled to recover its reasonable attorney's fees and litigation costs from the other Party.

10. **MISCELLANEOUS**.

A. Appropriations. Any monetary obligation under this Agreement shall be subject to annual appropriation by the governing body of each Party. A failure of either Party to appropriate any annual monies required under this Agreement shall result in the termination of this Agreement on December 31 of the last calendar year for which such monies were appropriated. In such event, each Party's only financial obligation shall be the payment of fees and expenses incurred up to and including the effective date of termination. Nothing set forth herein shall make or constitute this Agreement as a multiple-year fiscal obligation of either Party, nor shall it constitute or create a debt on the part of either Party.

B. 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.

C. Entire Agreement. This Agreement and the Emergency Interconnect IGA constitute 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.

D. Conflict Between Agreements. The Emergency Interconnect IGA shall remain in full force and effect. In the event of an irreconcilable conflict between this Agreement and the Emergency Interconnect IGA, the terms of this Agreement shall govern.

E. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

F. 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.

G. 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.

H. Assignability. This Agreement may be assigned, pledged or transferred, in whole or in part, by either Party, but only with the prior written consent of the other Party to this Agreement.

I. 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.

J. 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.

K. 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 three (3) days after deposit in the United States mail.

| | |
|---|---|
| If to Castle Rock: | Town of Castle Rock<br>Attn: Director of Castle Rock Water<br>175 Kellogg Court<br>Castle Rock, CO 80109 |
| with copy to: | Town of Castle Rock<br>Attn: Town Attorney<br>100 N. Wilcox Street<br>Castle Rock, CO 80104 |
| If to Pinery: | Pinery Water and Wastewater District<br>Attn: District Manager<br>5242 Old Schoolhouse Rd<br>Parker, CO 80134 |
| with copy to: | c/o: Folkestad Fazekas Barrick & Patoile, P.C.<br>Attn.: Joe D. Kinlaw, General Counsel<br>18 S. Wilcox Street, Suite 200<br>Castle Rock, CO 80104 |

L. 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 shall be recorded in the records

of the Clerk and Recorder for Douglas County, Colorado.

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. Effect of Invalidity. If any provision of this Agreement is held illegal, invalid or unenforceable under present of future applicable law, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision was not a part hereof.

O. Force Majeure. Subject to the terms and conditions of this paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: i) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; ii) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and iii) the non-performing party proceeds with all necessary diligence to remedy its inability to perform, As used herein, force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control and without the fault or negligence of the party, including, without limitation, (a) acts of God, (b) sudden actions of the elements such as floods, earthquakes, rock slides, avalanches, or tornadoes, (c) sabotage, (d) vandalism beyond that which can be reasonably prevented by the party, (e) terrorism, (f) war, (g) riots, (h)fire, (i) explosion, (j) extreme weather, (k) extreme snow, (l) blockades, (m) insurrection, (n) strike, slowdown or other labor disruptions, and/or (o) pandemics.

[**Signature Pages Follow]**

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Mark Marlowe, Director Castle Rock Water

**[Signatures Continue on Following Page]**

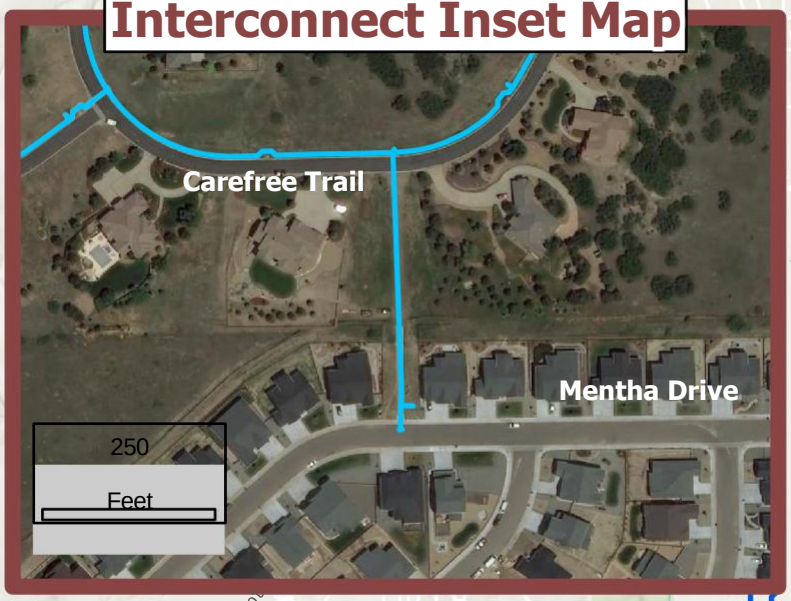
**PINERY:**
DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT, D/B/A PINERY WATER AND WASTEWATER DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Walter E. Partridge, Chairman

ATTEST:

By: _____
Jim McGannon, Secretary

# Pinery/Castle Rock Water System Interconnect

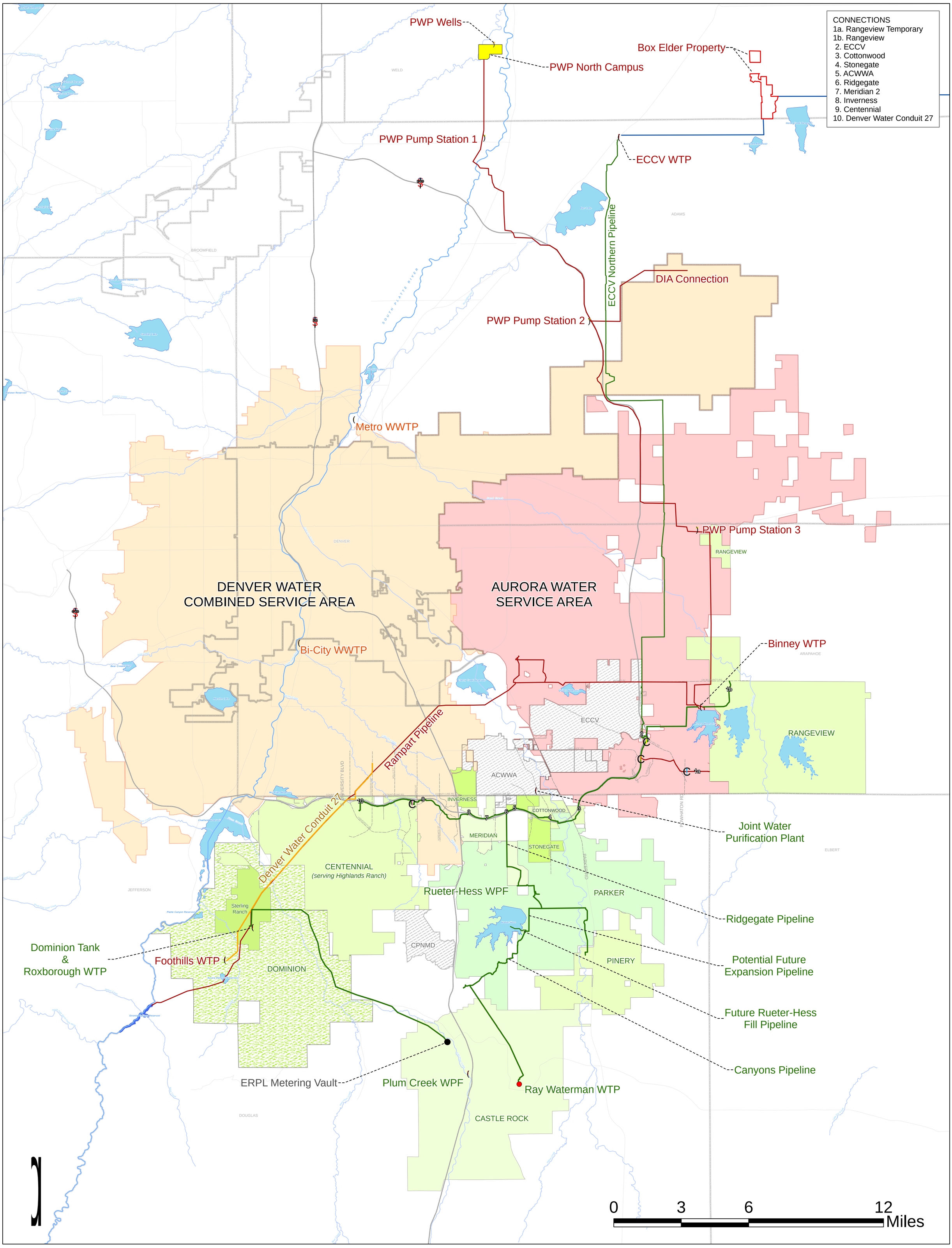



PINERY
WATER & WASTEWATER DISTRICT
Quality Water for Life

Castle Rock Interconnect

Stroh Rd
Kinney Property
Bett s Ranch Rd
N Pinery Pkwy
The Pinery
Lemon Gulch
Scott ve
Pra der a Pkwy
6389 ft
Club at Pradera
Scott Gulch
N Highway 83
S Parker Rd
Bayou Gulch Regional Park
Bayou Gulch Open Space
Ba you Gulch Rd
83
43
F
1
Miles

# SMWSA & WISE General Infrastructure




## Major Components

- Quebec WTP
- Pressure Sustaining Valve
- Smoky Hill Tank
- Aurora Temporary Connection

## Legend

- Existing Wastewater Treatment Plants
- Existing Water Treatment Plants
- Pipeline Connections
- Existing Pipelines
- Proposed Pipeline
- Highways
- Proposed Reservoirs
- SMWSA & WISE Members
- SMWSA Only Members
- Counties
- Counties

SMWSA
SOUTH METRO WATER SUPPLY AUTHORITY

CASTLE ROCK WATER

# RESOLUTION:
# APPROVING A PURCHASE AND SALE AGREEMENT WITH PINERY WATER AND SANITATION DISTRICT FOR WISE CAPACITY

JANUARY 20, 2026

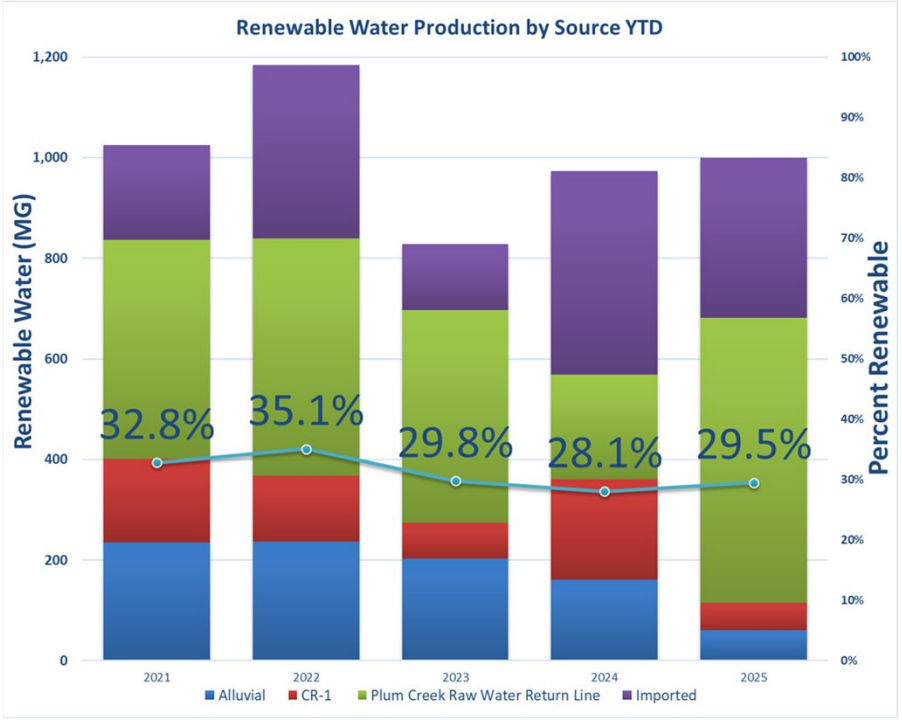
TOWN OF CASTLE ROCK COLORADO

>

# PURCHASE AGREEMENT

## BACKGROUND

- Castle Rock Water currently owns 2,000 acre feet(AF) capacity in WISE project
- WISE project - long-term renewable water project Castle Rock Water implementing since 2013
- Castle Rock Water has invested $63.8M to date
- 10 WISE members including Pinery at 500 AF
- Water deliveries started in 2018
- Interruptible supply of renewable and reusable water

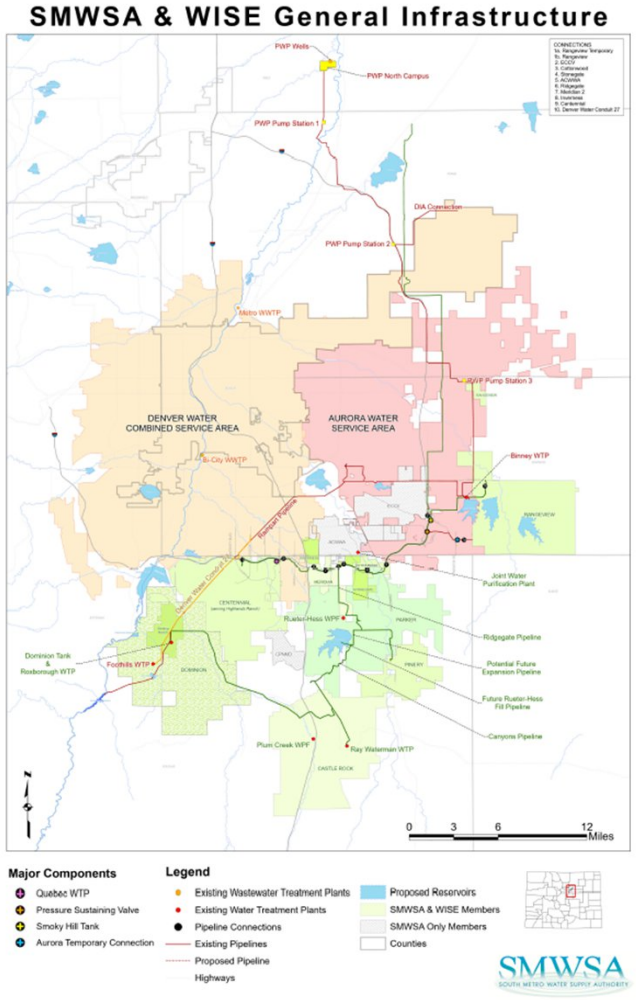



*Renewable Water by Type*

# PURCHASE AGREEMENT

## KEY TERMS

- Pinery selling all 500 AF they own, 250 AF to Parker Water and 250 AF to Castle Rock Water
- Purchase of 250 AF of Water Infrastructure Supply Efficiency (WISE) capacity including the water subscription and all associated infrastructure shares (desalination project commitments)
- Purchase price: $2,138,388.05 ($8,553/AF)
- Water Delivery Agreement part of the purchase and sale
- Castle Rock Water takes desalination project



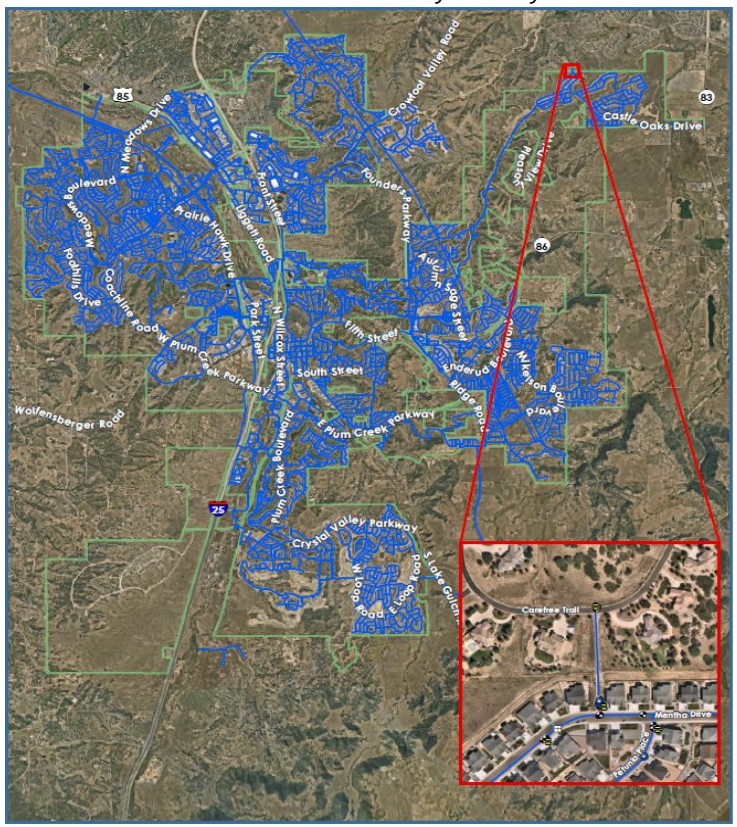

*WISE Project Map*

# PURCHASE AGREEMENT

## WATER DELIVERY AGREEMENT

- Provide water to the Pinery at the existing interconnect
- Pinery pays for any capital upgrades needed
- Water provided if available (as determined at sole discretion of CRW) and as needed
- Up to 0.75 million gallons per day (MGD) of potable water during June, July, and August
- Rate is $10.07/kgal, to be updated annually

*Location of the Castle Rock – Pinery water system interconnect*



# PURCHASE AGREEMENT

## BUDGET IMPACT

- Purchase price: $2,138,388.05
- Payment will be made from Infrastructure account 211-4375-443.77-72
- Included in Budget for 2025 (carry forward)




## RECOMMENDATIONS

- Commission
- Staff

I MOVE TO APPROVE RESOLUTION NO. 2026-008
AS INTRODUCED BY TITLE

I MOVE TO APPROVE THE RESOLUTION AS INTRODUCED BY TITLE, WITH THE FOLLOWING CONDITIONS: _____

“I MOVE TO CONTINUE THIS ITEM TO THE TOWN COUNCIL MEETING ON _____ DATE TO ALLOW ADDITIONAL TIME TO: _____

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 18. **File #:** RES 2026-009

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

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

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

**Resolution Approving the Second Amendment to the Amended and Restated Intergovernmental Agreement Between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System**

## Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving a second amendment to the previously approved Amended and Restated Intergovernmental Agreement (IGA) with Douglas County. The project completed 60% design and a Guaranteed Maximum Price (GMP) was negotiated with the design-builder, S.J. Louis Construction, Inc. Town Council approved the negotiated GMP as the second amendment to the design-builder construction contract in the amount of $16,766,642.73. The total estimated project budget including easement acquisition and other costs is now $19,784,296. This will require an increase in CRW's contribution to the project from $4,800,000 to $5,784,296; an increase of $984,296. This additional cost will be recovered under the same terms as the $4,800,000 under a second amendment to the agreement with Douglas County that is presented herein.

The First Amendment to the IGA defined how a funding gap for the project would be covered before the project moved into final design and construction. CRW proposed to cover the funding gap and the amendment refined the financial structure and cost recovery terms associated with CRW's proposal to cover the funding gap. The key terms for the First Amendment included:

- Castle Rock Water will fund any funding shortfall for construction of the project up to a maximum of $4.8 million.
- System development fees (SDFs) collected for connectors to the project will pay off the Castle Rock Water contribution to the project first before any of that funding goes back to Douglas County or for improvements or expansions of the sewer system.
- A 25% surcharge will be added to the portion of the system development fee reimbursing any funding gap covered by Castle Rock Water, and this surcharge will be for use by Castle Rock Water to benefit its existing customers and system.
- Interest will accrue to the balance of the funding provided by Castle Rock Water at a rate of 5% per year until the funds provided by Castle Rock Water have been fully reimbursed.

- System development fees will be handled consistently with the original agreement once Castle Rock Water has been reimbursed, except for the 25% surcharge which will continue to be collected and used for improvements or expansions to the system.

The Second Amendment maintains all the same terms as the First Amendment but revises the amount that CRW will fund based on the funding shortfall for the project as result of the increased GMP that was negotiated with the design-builder. CRW's contribution as stated in the IGA will increase by $984,296 to a total of $5,784,296 for the project.

Benefits to CRW of the Second Amendment to the IGA include:

- Ensures the benefits and terms from Amended and Restated IGA and First Amendment still apply.
- Maintains the additional financial resources to CRW with the increased funding amount by the additional 25% surcharge over and above the additional financial resources provided by the current extraterritorial surcharge to accomplish our core mission and vision.
- Ensures that the $14M in ARPA funding will still be used for a lift station and force main that will allow CRW to bring reusable supplies directly back to the Plum Creek Water Reclamation Authority Wastewater Treatment Plant where those supplies can easily be accessed using CRW's existing infrastructure.

## Proposed Motion

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

Alternative Motions

*"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).*
*"I move to continue this item to the Town Council meeting on date to allow additional time to (list information needed)."*

## Attachments

Staff Report
Attachment A: Resolution
Exhibit: Agreement
Attachment B: Updated Financial Model

# 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
Mark Henderson, P.E., Assistant Director Castle Rock Water

**Title**: **Resolution Approving a Second Amendment to the Amended and Restated Intergovernmental Agreement with Douglas County for the Highway 85 Wastewater Collection and Treatment System** *[Located along the Highway 85 Corridor North of E. Happy Canyon Rd to W. Titan Rd in northern Douglas County]*

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## Executive Summary

Castle Rock Water (CRW) staff recommends Town Council approval of a Resolution approving a second amendment to the previously approved Amended and Restated Intergovernmental Agreement (IGA) with Douglas County. The project completed 60% design and a Guaranteed Maximum Price (GMP) was negotiated with the design-builder, S.J. Louis Construction, Inc. Town Council approved the negotiated GMP as the second amendment to the design-builder construction contract in the amount of $16,766,642.73. The total estimated project budget including easement acquisition and other costs is now $19,784,296. This will require an increase in CRW's contribution to the project from $4,800,000 to $5,784,296; an increase of $984,296. This additional cost will be recovered under the same terms as the $4,800,000 under a second amendment to the agreement with Douglas County that is presented herein.

The First Amendment to the IGA defined how a funding gap for the project would be covered before the project moved into final design and construction. CRW proposed to cover the funding gap and the amendment refined the financial structure and cost recovery terms associated with CRW's proposal to cover the funding gap. The key terms for the First Amendment included:

- Castle Rock Water will fund any funding shortfall for construction of the project up to a maximum of $4.8 million.
- System development fees (SDFs) collected for connectors to the project will pay off the Castle Rock Water contribution to the project first before any of that funding goes back to Douglas County or for improvements or expansions of the sewer system.

- A 25% surcharge will be added to the portion of the system development fee reimbursing any funding gap covered by Castle Rock Water, and this surcharge will be for use by Castle Rock Water to benefit its existing customers and system.
- Interest will accrue to the balance of the funding provided by Castle Rock Water at a rate of 5% per year until the funds provided by Castle Rock Water have been fully reimbursed.
- System development fees will be handled consistently with the original agreement once Castle Rock Water has been reimbursed, except for the 25% surcharge which will continue to be collected and used for improvements or expansions to the system.

The Second Amendment maintains all the same terms as the First Amendment but revises the amount that CRW will fund based on the funding shortfall for the project as result of the increased GMP that was negotiated with the design-builder. CRW's contribution as stated in the IGA will increase by $984,296 to a total of $5,784,296 for the project.

Benefits to CRW of the Second Amendment to the IGA include:

- Ensures the benefits and terms from Amended and Restated IGA and First Amendment still apply.
- Maintains the additional financial resources to CRW with the increased funding amount by the additional 25% surcharge over and above the additional financial resources provided by the current extraterritorial surcharge to accomplish our core mission and vision.
- Ensures that the $14M in ARPA funding will still be used for a lift station and force main that will allow CRW to bring reusable supplies directly back to the Plum Creek Water Reclamation Authority Wastewater Treatment Plant where those supplies can easily be accessed using CRW's existing infrastructure.

**Notification and Outreach Efforts**

CRW has worked closely with potential customers in the corridor including Sedalia, CORE, the Douglas County School District and new proposed developments in northern Douglas County.

Douglas County has conducted outreach including posting a news article on their web page about the Highway 85 Southern Corridor Wastewater Project. Castle Rock Water has posted information on its web page about the project as well.

CRW publicly noticed the project for Location & Extents application that was submitted to the Douglas County Planning Commission, and the application was approved on January 5, 2026.

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

Castle Rock Water staff presented this item to the Castle Rock Water Commission at their meeting held on April 26, 2023, and the Castle Rock Water Commission voted unanimously 6 to 0 to recommend Town Council approval of the Resolution as presented.

Council approved the original agreement with Douglas County at their meeting on May 2, 2023.

Castle Rock Water staff presented the Amended and Restated IGA with Douglas County at their meeting on May 22, 2024. Castle Rock Water Commission voted to unanimously (6 to 0) recommend Council approval of the Resolution.

Castle Rock Water staff presented the Amendment to the Amended and Restated IGA with Douglas County at the Castle Rock Water Commission meeting on June 27, 2025. Castle Rock Water Commission voted unanimously (7-0) to recommend Council approval of the Resolution.

On July 15, 2025 Town Council approved an amendment to the IGA adjusting the project funding amount to $18.8 million, with CRW funding a projected shortfall of approximately up to a maximum of $4.8 million.

On September 16, 2025 Town Council approved the First Amendment to the agreement with S.J. Louis for Phase 2 Design services to complete design to 100%.

Castle Rock Water staff presented the second contract price amendment to the progressive design-build agreement with S. J. Louis Construction, Inc. for the Phase 2 Construction Services for the Sedalia Lift Station and Force Main to the Castle Rock Water Commission at their meeting held on December 10, 2025, and the Castle Rock Water Commission voted unanimously 7 to 0 to recommend Town Council approval of the Resolution as presented.

On December 16, 2025 Town Council approved the second contract price amendment to the progressive design-build agreement with S. J. Louis Construction, Inc. for Phase 2 Construction Services for the Sedalia Lift Station and Force Main which included the discussion of the need of the increased project budget and need to amend the IGA with Douglas County.

## Discussion

The project completed 60% design and a Guaranteed Maximum Price (GMP) was negotiated with the design-builder, S.J. Louis Construction, Inc. Town Council approved the negotiated GMP as the second amendment to the design-builder construction contract in the amount of $16,766,642.73. The total estimated project budget including easement acquisition and other costs is now $19,784,296. This will require an increase in CRW's contribution to the project from $4,800,000 to $5,784,296; an increase of $984,296. This additional cost will be recovered under the same terms as the First Amendment with the increased amount included in the Second Amendment to the agreement with Douglas County. CRW wants to ensure that adequate funding is in place for the project. CRW is proposing to fill any funding gap over $14M up to a maximum of $19,784,296 or essentially up to a $5,784,296 gap.

## Budget Impact

CRW modeled the impact of this approach on rates and fees and CRW's capital plan. The model was updated to account for the additional $984,296 to be funded by CRW as reflected in the Second Amendment to the IGA. There is no anticipated impact on rates and fees based on the 2024 rates and fees model. With respect to the capital plan, CRW believes that it will not be impacted as long as CRW is able to be reimbursed in a 5 to 10-year timeframe.

In order to be fully reimbursed within five years, assuming a $5.78M gap, the project will have to connect approximately 805 single family equivalents (SFEs). Possible connectors totaling more than 805 have been identified below including estimated SFEs.

- CORE – 11 SFEs
- Plum Creek Trust Property – 600 SFEs (CRW already contracted to serve this development for water and sewer)
- Planned multi-family development – 227 SFEs
- Douglas County Public Works Building – 26 SFEs
- Douglas County School District Sedalia Elementary School – 22 SFEs

CRW updated the model, see ***Attachment B***. which estimates the reimbursement. The model also identifies additional funding which will come to CRW under the Amendment to the IGA based on the 25% surcharge and could be up to $426,859.

## Staff Recommendation

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

## Proposed Motion

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

## Alternative Motions

*"I move to approve the resolution as introduced by title, with the following conditions: (list conditions).*

*"I move to continue this item to the Town Council meeting on _____ date to allow additional time to (list information needed)."*

## Attachments

Attachment A: Resolution
Exhibit: Agreement
Attachment B: Updated Financial Model

**RESOLUTION NO. 2026-009**

**A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM**

**WHEREAS**, on May 22, 2024, the Town of Castle Rock, Colorado (the "Town") and the Board of County Commissioners of the County of Douglas (the "County") entered into an Amended and Restated Intergovernmental Agreement (the "IGA") for the design, construction, and operation of the Highway 85 Wastewater Collection and Treatment System (the "Project"); and

**WHEREAS**, the IGA provides that the County shall commit $14,000,000 of American Rescue Plan Act funding for the Project; and

**WHEREAS**, on July 15, 2025, based upon an updated engineering cost estimate, the Town and the County entered into a First Amendment to the IGA (the "First Amendment") whereby the Town agreed to fund a potential shortfall of $4,800,000, which shortfall would eventually be reimbursed from system development fees collected from customers connecting to the Project; and

**WHEREAS**, recently, the design-builder for the Project has submitted a guaranteed maximum price for the project of $16,766,642, resulting in a total expected Project cost of $19,784,296: and

**WHEREAS**, accordingly, there now exists an additional potential shortfall of $984,296 over and above the amount accounted for in the First Amendment; and

**WHEREAS**, the Town is willing to fund the additional shortfall under specific terms and conditions related to the reimbursement of this shortfall from system development fees as set forth in a Second Amendment to the IGA (the "Second Amendment"); and

**WHEREAS**, the Town Council finds and determines that it is in the best interests of the Town and its residents to approve this Second Amendment.

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

**Section 1.** **Approval**. The Second Amendment to the Amended and Restated Intergovernmental Agreement for the design, construction, and operation of the Highway 85 Wastewater Collection and Treatment System between the Town and the County is hereby approved in substantially the same form as presented at tonight's meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby

authorized to execute the Agreement and any technical amendments thereto by and on behalf of the Town.

**Section 2.** **Encumbrance and Authorization for Payment**. In order to meet the Town's financial obligations under the Second Amendment, the Town Council authorizes the expenditure and payment of an additional amount not to exceed $984,296, unless otherwise authorized in writing by the Town.

**PASSED, APPROVED AND ADOPTED** this 20th day of January, 2026, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of __ for and __ against.

**ATTEST**:

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form**:

_____
Michael J. Hyman, Town Attorney

**Approved as to content**:

_____
Mark Marlowe, Director of Castle Rock Water

**SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM**

**THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** (the "Second Amendment") is made and entered into this 20th day of January, 2026 ("Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Castle Rock"), and the Board of County Commissioners of the County of Douglas ("Douglas County"), (each individually, a "Party", and collectively, the "Parties").

**RECITALS:**

**WHEREAS**, Castle Rock and Douglas County entered into an Amended and Restated Intergovernmental Agreement on May 22, 2024 (the "Agreement") for the design, construction, and operation of the Highway 85 Wastewater Collection and Treatment System the "Project"); and

**WHEREAS**, Castle Rock and Douglas County entered into a First Amendment to the Amended and Restated Intergovernmental Agreement on July 15, 2025 to fund a potential $4.8 million shortfall not accounted for in the Agreement that was based on a total expected cost of up to $18.8 million for the project at the 30% design level; and

**WHEREAS**, the Agreement provides that Douglas County shall commit fourteen million dollars in American Rescue Plan Act funds to the Project; and

**WHEREAS**, the design-builder for the project has submitted a guaranteed maximum price for the project at $16,766,642 resulting in a total expected project cost of $19,784,296 leaving a potential additional $984,296 shortfall not accounted for in the Agreement for a total funding shortfall of $5,784,296; and

**WHEREAS**, Castle Rock wishes to fund the shortfall under specific terms related to reimbursement, interest, and surcharges on system development fees; and

**WHEREAS**, the Parties agree to incorporate said terms into the Agreement.

**NOW, THEREFORE**, the Parties, in and for the consideration of the performance of mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged for themselves and their successors, wish to memorialize this Amendment as follows:

1. **Definitions.** Terms used in this Amendment, when capitalized, shall have the same meanings assigned to them as set forth in the Agreement.

2. **Amendment.** Section 3(A)(ii) of the Agreement is hereby amended to read as follows:

> (ii) Funding Shortfall Commitment. Castle Rock shall pay up to a maximum of five million, seven-hundred, eighty-four thousand, two hundred and ninety-six dollars ($5,784,296) beyond the $14 million in ARPA funding to complete final design and construction (the "Funding Shortfall Payment"). The Funding Shortfall Payment shall be reimbursed to Castle Rock as detailed herein. Any portion of the Funding Shortfall Payment not reimbursed to Castle Rock shall accrue interest at a rate of 5% per year ("Accrued Interest").

3. **Ratification.** Except as expressly modified by this Amendment, the Agreement remains in full force and effect. To the extent any conflict arises between this Amendment and the Agreement, the provisions of this Amendment shall prevail.

**(Signature pages to follow)**

**IN WITNESS WHEREOF**, the parties hereby execute this Second Amendment on the date first written above.

**ATTEST:**

_____
Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

_____
Jason Gray, Mayor

**Approved as to form:**

_____
Michael J. Hyman, Town Attorney

**Approved as to content:**

_____
Mark Marlowe, Director of Castle Rock Water

**ATTEST:**

_____
Clerk to the Board

**DOUGLAS COUNTY**

By: _____

Name: _____

Title: _____

**APPROVED AS TO FISCAL CONTENT**:

_____
Director of Finance

**APPROVED AS TO LEGAL FORM**:

_____
Sr. Asst. County Attorney

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# AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this 2nd day of July, 2024 (the "Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Town of Castle Rock Water Enterprise ("Castle Rock"), and the Board of County Commissioners of the County of Douglas ("Douglas County"), (each, individually, a "Party" and, collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, C.R.S. § 29-1-203 authorizes the Parties to cooperate and contract with one another regarding functions, services and facilities each is authorized to provide; and

**WHEREAS**, Castle Rock operates a wastewater collection system and owns wastewater treatment capacity in the Plum Creek Water Reclamation Authority ("PCWRA") treatment facility to provide retail wastewater service to its customers; and

**WHEREAS**, Douglas County desires to utilize American Rescue Plan Act funding to design and construct a wastewater collection and treatment system along the Highway 85 corridor (the "Castle Rock-Managed Highway 85 Wastewater Collection and Treatment System" or "System") in Douglas County, extending from the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, which System will allow all treated wastewater to be collected and reused in Douglas County to the maximum extent allowed by law; and

**WHEREAS,** Castle Rock and Douglas County believe that the System will help to ensure that all available reusable water supplies are reused within Douglas County to extinction, thereby extending the life of the Denver Basin aquifer; and

**WHEREAS,** Castle Rock and Douglas County believe that the System will help encourage and enable the future connection of properties along the Highway 85 corridor to renewable water supplies; and

**WHEREAS,** Castle Rock and Douglas County believe the System will encourage additional regional infrastructure and intergovernmental partnerships that will provide future benefits by expanding the use and availability of reusable and renewable water supplies in Douglas County and by creating economies of scale to keep down costs for all users of water and wastewater in the region; and

**WHEREAS,** Castle Rock and Douglas County believe the System will avoid the future proliferation of small, underfunded water and sanitation districts in this part of Douglas County; and

**WHEREAS,** Castle Rock and Douglas County believe the System will provide opportunities for collaboration in the development of recreational trails and facilities along the

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Highway 85 corridor, including a trail that will eventually extend from Castle Rock to Chatfield Reservoir; and

**WHEREAS**, Castle Rock has the experienced project engineering and management staff that are needed to help Douglas County construct the System; and

**WHEREAS**, Castle Rock also has the operational capacity and experience to own, operate, maintain, and, if necessary, replace the System, and/or manage the contracting for these services, for the benefit of the future customers of the System in unincorporated Douglas County; and

**WHEREAS**, Castle Rock is willing to make available at cost, plus an extraterritorial surcharge, wastewater treatment capacity it owns in the PCWRA treatment facility to serve customers of the System, but only if this proves to be the most cost-effective method of providing such service; and

**WHEREAS**, Castle Rock is willing to use its project engineering and management expertise to design and construct a System for Douglas County and to give Douglas County full authority to allocate capacity in the System to existing and future customers of the System; and

**WHEREAS**, Douglas County further desires to utilize American Rescue Plan Act funding to obtain easements to facilitate the construction, operation, and maintenance of the System along Plum Creek, which easements can exist in combination with existing and future trails, thereby expanding recreational amenities for Douglas County residents; and

**WHEREAS**, Castle Rock has the ability to acquire these easements on behalf of Douglas County; and

**WHEREAS**, Douglas County and Castle Rock believe the System will improve water quality in Plum Creek and Chatfield Reservoir, both of which are drinking water sources for Douglas County and Castle Rock, by eliminating failing wastewater lagoon systems and, eventually, septic systems; and

**WHEREAS**, Douglas County believes that the System will stimulate economic development and growth in the Highway 85 corridor; and

**WHEREAS**, based upon the foregoing reasons, the Parties find and determine that it is in the best interests of their respective customers and citizens to enter into this Agreement.

**NOW, THEREFORE**, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the receipt and adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows:

## 1. DEFINITIONS.

The following terms, when capitalized, shall have the meanings indicated:

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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

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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

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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

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approximately from south of the unincorporated Town of Louviers to the PCWRA wastewater treatment facility, and (ii) acquire all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the System. In consideration of obtaining access to available Reusable Water in the Service Area and the payment by Douglas County of fourteen million dollars ($14,000,000.00) of ARPA Funds for the design, construction, and installation of Project Infrastructure and the Project Management Fee, Castle Rock agrees to manage the design, construction, and installation of the Castle Rock-Managed Project Infrastructure. Douglas County acknowledges and understands that Castle Rock is in the process of negotiating additional agreements that will be required to ensure the design and construction of a complete wastewater collection and treatment system. If, for whatever reason, Castle Rock is unable to consummate these agreements, Castle Rock will work with Douglas County to amend and/or terminate this Agreement as may be necessary.

B. Ownership. Upon the substantial completion of construction and the initial acceptance of the Castle Rock-Managed Project Infrastructure by Douglas County and Castle Rock, ownership of the Castle Rock-Managed Project Infrastructure shall be conveyed to Castle Rock by the general contractor of the Project, along with all warranties associated therewith. Thereafter, Castle Rock agrees to own, operate, maintain, repair and replace the Castle Rock-Managed Project Infrastructure. Castle Rock further agrees to own, operate, maintain, repair and replace any wastewater collection infrastructure that is paid for by, and built to serve any new or existing development connecting to the Castle Rock Managed Project Infrastructure and to provide retail wastewater service to those Douglas County residents within the Service Area who connect to the Castle Rock-Managed Project Infrastructure.

## 3. PROJECT DESIGN, CONSTRUCTION, AND INSTALLATION.

A. Costs. The Estimated Castle Rock-Managed Project Infrastructure Costs, as shown in Exhibit A, shall include, without limitation, the following costs incurred by Castle Rock: (i) staff time spent administering the work set forth herein, which time shall be accounted for within the Project Management Fee; (ii) design of the Castle Rock-Managed Project Infrastructure; (iii) easement research and acquisition, and any right-of-way or other permitting fees; and (iv) construction and contract management. Castle Rock shall track all costs incurred during the course of the designing, constructing, and installing the Castle Rock-Managed Project Infrastructure; provided, however, that Douglas County acknowledges and agrees that Castle Rock staff time shall not be tracked. The total ARPA Funds that Douglas County will provide for the Castle Rock-Managed Project Infrastructure is fourteen million dollars ($14,000,000.00).

B. Change Orders. Douglas County acknowledges and agrees that the Estimated Castle Rock-Managed Project Infrastructure Costs may increase at any time during the design, construction or installation of the Castle Rock-Managed Project Infrastructure. Castle Rock shall provide updated Estimated Castle Rock-Managed

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Project Infrastructure Costs to Douglas County on a quarterly basis through completion of the Castle Rock-Managed Project Infrastructure. Upon completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall prepare an amended Exhibit A showing the Final Castle Rock-Managed Project Infrastructure Costs. Upon agreement of the Parties as to the amount of the Final Castle Rock-Managed Project Infrastructure Costs, the amended Exhibit A shall be substituted for the original Exhibit A and shall be incorporated into this Agreement.

C. Scope of Work. The general proposed scope of work for the Project Infrastructure and the estimated timeline are provided in the attached Exhibit D (the "Scope of Work").

D. Examination of Records; Dispute Resolution. At Douglas County's request, Castle Rock shall provide records relating to the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, including copies of each draw request from the general contractor, together with paid invoices or such other documentation as may be available and reasonably requested for Douglas County to verify the Final Castle Rock-Managed Project Infrastructure Costs. The Parties shall cooperate to resolve any disputes concerning the Final Castle Rock-Managed Project Infrastructure Costs. If the Parties are unable to resolve their dispute informally, they shall submit the dispute to non-binding mediation before a mutually agreeable mediator. If the Parties remain unable to resolve their dispute within sixty (60) days of commencing mediation, the Parties may pursue any remedies lawfully available to them.

E. Costs in Excess of Contingency. Castle Rock shall administer the Castle Rock-Managed Project Infrastructure in substantially the same manner and with the same care as other Castle Rock design and construction projects of a similar scope and nature. Castle Rock shall manage all change orders and costs adjustments within a contingency amount agreed to by the Parties. Adjusted cost estimates will be made based upon actual construction bids or change orders. If the Estimated Castle Rock-Managed Project Infrastructure Costs need to be adjusted over and above the contingency amount, Castle Rock shall give written notice to Douglas County. Douglas County shall have 30 days to provide approval of such additional costs. If Douglas County does not approve the additional costs, the Parties will meet to review and identify opportunities to decrease the overall Scope of Work to bring the Estimated Castle Rock-Managed Project Infrastructure Costs within the amount of funding available under ARPA. If the Parties cannot identify opportunities to decrease the overall Scope of Work and Estimated Castle Rock-Managed Project Infrastructure Costs, then the Parties agree to submit the dispute to non-binding mediation as provided in Subsection D of this Section.

F. Easements. Castle Rock agrees to undertake the acquisition of all easements, whether temporary or permanent, rights-of-way, and other real property interests as may be necessary to construct, operate, maintain, repair, and replace the Castle

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Rock-Managed Project Infrastructure. All such real property interests shall be granted to Castle Rock at the time of acquisition. In addition, provision shall be made for recreational trail easements in locations consistent with Douglas County's draft Plum Creek Regional Trail feasibility study. Any trail easements acquired by Castle Rock for this purpose shall be granted to Douglas County at the time of acquisition. Wherever feasible, such easements may be non-exclusive and occupy the same location as the real property interests granted to Castle Rock pursuant to this Subsection F.

G. Contract Solicitation. Castle Rock will undertake the bidding and contracting for design, property acquisition, and construction services utilizing its standard design and construction contracting processes. Selected consultants and contractors will be provided to Douglas County by Castle Rock for Douglas County' concurrence prior to the signing of each contract. Douglas County shall fully fund each contract prior to award by Castle Rock and partially fund any remaining contract until the full amount of ARPA funds allocated to this Project has been invested in the Castle Rock-Managed Project Infrastructure. For any construction contract, the Parties will enter into a separate agreement to establish an escrow account, which account shall be funded by Douglas County to the appropriate amount of each such contract, plus a reasonable contingency. This escrow account will be used for payment of all invoices for each such contract. The Parties acknowledge and agree that the construction of the Castle Rock-Managed Project Infrastructure may be phased as the Parties may deem appropriate, and that separate construction contracts may be entered into for each phase of the Castle Rock-Managed Project Infrastructure.

H. Escrow. Castle Rock will review and approve all consultant and contractor invoices that are funded with ARPA Funds and then forward said invoices to Douglas County for approval on a monthly basis. Douglas County will review and approve said invoices within fifteen (15) days following receipt of the invoice and then submit the approved invoices to the escrow agent for payment to the contractor. Payment from the escrow account shall be made in full within thirty (30) days following receipt of the invoice from the contractor.

I Insurance. Castle Rock will require each Project contractor to procure and maintain the following types and amounts of insurance in accordance with the requirements of Castle Rock's purchasing policies, with each policy to be issued to include Douglas County, its officers and employees, as and additional named insured:

(i) Commercial General Liability Insurance, including coverage for bodily injury, broad form property damage (including for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate.

(ii) Comprehensive Automobile Liability Insurance, including coverage for each of the contractor's owned, hired and/or non-owned vehicles assigned

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to or used in performance of the services, with minimum combined single limits for bodily injury and property damage of not less than $1,000,000 for each occurrence and $1,000,000 aggregate.

(iii) Workers' Compensation Insurance to cover obligations imposed by the Workers Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under the contract, and Employer's Liability insurance with minimum limits of $500,000 each accident, $500,000 disease-policy limit, and $500,000 disease-each employee.

(iv) Builder's Risk or Installation Floater Policy, at Castle Rock's discretion, in an amount equal to the value of the Project where the possibility exists of loss or damage to the Project (for the construction contract only).

(v) Professional Liability Insurance, including coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, with minimum combined single limits of $1,000,000 for each occurrence and $1,000,000 aggregate (for the design contract only).

**4. CAPACITY ALLOCATION**.

A. Capacity Reservation and Allocation. Concurrent with the substantial completion and initial acceptance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall grant Douglas County a license for Douglas County's proportional share in the permanent capacity of the Castle Rock-Managed Project Infrastructure (the "License"). Castle Rock will retain all other capacity in the Castle Rock-Managed Project Infrastructure. This will result in an estimated initial allocation of permanent capacity in the System of 5% for Castle Rock and 95% for Douglas County. A final allocation shall be determined by the Parties at the time of final design of the Castle Rock-Managed Project Infrastructure. As new customers connect to the Castle Rock-Managed Project Infrastructure, Castle Rock's share of the allocation of permanent capacity shall increase, while Douglas County's share of the allocation of permanent capacity will decrease, by the amount of permanent capacity needed to serve each new customer.

B. Access Restriction. The Parties acknowledge and agree that the License granted herein is for capacity in the Castle Rock-Managed Project Infrastructure only. Following the transfer of ownership of Castle Rock-Managed Project Infrastructure as provided in Subsection A of this section, Douglas County shall not at any time access the Castle Rock-Managed Project Infrastructure or other facilities or property owned or controlled by Castle Rock, except pursuant to the terms, restrictions and conditions set forth in this Agreement.

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C. License Capacity. The total capacity of the Castle Rock-Managed Project Infrastructure is set forth in Exhibit B. The License granted to Douglas County is limited to the percentage share set forth in Subsection A of this Section, which share may not be sold or assigned by Douglas County. If the total capacity of the Castle Rock-Managed Project Infrastructure should ever exceed the amounts set forth in Exhibit B for any reason, as determined by Castle Rock in its sole discretion, the excess capacity shall be allocated between Castle Rock and Douglas County based upon the prorated funding of such capacity until such time as new customers connect to the System and such capacity is allocated to Castle Rock as set forth in Subsection A of this Section.

D. Capacity Restriction. If capacity in the Castle Rock-Managed Project Infrastructure is restricted on account of maintenance, emergencies, force majeure, or legal or regulatory requirements, Castle Rock shall forthwith advise Douglas County of such capacity restriction and the anticipated duration thereof, and apportion capacity in the Castle Rock-Managed Project Infrastructure based upon Douglas County's proportional share of Castle Rock-Managed Project Infrastructure capacity.

E. Limitations. The allocation of costs set forth herein between Castle Rock and Douglas County is intended to apply solely to the costs of designing, constructing, and installing the Castle Rock-Managed Project Infrastructure, and shall not be construed to include costs and fees related to the operation, maintenance, repair, or replacement of the Castle Rock-Managed Project Infrastructure. Such costs and other related terms and conditions, shall be managed by Castle Rock.

F. Warranty. Upon the completion of construction, initial acceptance, and conveyance of the Castle Rock-Managed Project Infrastructure, Castle Rock shall be the sole owner of the Castle Rock-Managed Project Infrastructure and all warranties associated therewith, subject to the rights of Douglas County as further set forth herein. Castle Rock represents and warrants to Douglas County that Castle Rock either has, or will obtain, all necessary right, title and interest in the Castle Rock-Managed Project Infrastructure to convey the License set forth in Subsection A of this Section. Castle Rock does covenant and agree that it shall warrant and forever defend Douglas County in its quiet and peaceful possession of its license rights granted herein against all and every person or persons. In the event that the license or any part thereof is challenged by the person or entity granting rights, interests or title to Castle Rock or any portion thereof, Castle Rock shall, to the extent permitted by law, take all necessary actions to acquire the requisite interest needed to satisfy its obligations hereunder; provided that, for so long as Douglas County has capacity in the System, Douglas County may be required by Castle Rock to pay its proportional share of the costs related to any action taken by Castle Rock if the need for such action is not due to the negligence of Castle Rock.

G. Insurance. Castle Rock shall procure and maintain property insurance for the Castle Rock-Managed Project Infrastructure that is substantially similar to the coverage

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maintained by Castle Rock for other similar Castle Rock-owned water and wastewater infrastructure. If the Castle Rock-Managed Project Infrastructure is damaged, Castle Rock shall allocate all proceeds from the insurance policy towards repairing the Project Infrastructure

**5. RETAIL WASTEWATER SERVICE.**

A. Wastewater Collection and Treatment System Capacity. Douglas County shall be allocated licensed capacity in the Castle Rock-Managed Project Infrastructure. Douglas County can make this capacity available for customers in the Service Area. Douglas County and Castle Rock agree that service to future development within the Service Area will be provided in the most cost-effective manner as determined by Castle Rock, as the retail wastewater service provider, and the customer applying for service

B. General Service Requirements. Castle Rock will be the retail provider of wastewater service in the Service Area. With regard to property within the Service Area that (i) is undeveloped as of January 1, 2023, or (ii) is fully developed, but for which approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for the development or redevelopment of such property, which application shall include a request to connect to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. Castle Rock will set an application fee for evaluation of the service options to the property that is the subject of the application and, upon collection of that fee, will evaluate service options for such property. If Douglas County has adequate capacity for Castle Rock to serve the property under the License, Castle Rock will then calculate the amount of System Development Fees that it will charge the applicant for the right to connect to the Castle Rock-Managed Project Infrastructure. Castle Rock will also determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant stating the total System Development Fees that the applicant will be required to pay and identifying the Necessary Improvements that the applicant will be required to provide. Douglas County, as the land use agency for the Service Area, will provide the required review(s) for the development or redevelopment application in accordance with its land use rules and regulations; provided, however, that Douglas County agrees that Castle Rock's rules and regulations regarding water, wastewater, and water conservation, including landscaping, shall take precedence over any Douglas County rules and regulations pertaining to this subject matter. Upon approval by Douglas County of the development or redevelopment application, the payment of all applicable System Development Fees to Castle Rock, and the substantial completion of all Necessary Improvements, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the newly developed or redeveloped property.

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With regard to property within the Service Area that is fully developed as of January 1, 2023, and for which no approval is being sought from Douglas County to redevelop, the property owner shall submit an application to Douglas County for connection to the Castle Rock-Managed Project Infrastructure. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. If Douglas County has adequate capacity to serve the property under the License, Castle Rock will then determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the Castle Rock-Managed Project Infrastructure. Thereafter, Castle Rock will provide a "will serve" letter to the applicant identifying the Necessary Improvements that the applicant will be required to provide. No System Development Fees associated with that portion of the Castle Rock-Managed Project Infrastructure funded by Douglas County will be charged to the applicant, as long as Douglas County has adequate capacity to serve the property with the Castle Rock-Managed Project Infrastructure; provided, however, that if the applicant will be using PCWRA Treatment Capacity and/or any portion of the Castle Rock-Managed Project Infrastructure not funded by Douglas County, Castle Rock will charge and collect from the property owner the PCWRA Treatment System Development Fee and other System Development Fees as appropriate. If Douglas County does not have adequate capacity available, then the application will be treated as if it is an application for the development or redevelopment of property within the Service Area. In such cases, Castle Rock will calculate System Development Fees in a manner similar to how they are calculated for new development or redevelopment. Upon approval by Douglas County of the connection application and the substantial completion of all Necessary Improvements, and, if applicable, the payment of System Development Fees to Castle Rock, the applicant will be allowed to connect to the Castle Rock-Managed Project Infrastructure and retail wastewater service shall be provided to the property.

Each connection shall meet all of Castle Rock's connection requirements, which requirements are generally set forth in Title 13 of the Castle Rock Municipal Code. Such connection shall also meet the PCWRA Code of Rules and Regulations dated May 19, 2020, and adopted by reference pursuant to Section 13.04.020 of the Castle Rock Municipal Code. As consideration for allowing the connection to the Castle Rock-Managed Project Infrastructure, Douglas County will allocate to Castle Rock the pro-rated capacity in the Castle Rock-Managed Project Infrastructure that will be used by new development or redevelopment. The allocation of such capacity shall be memorialized in an annual statement to be provided by Castle Rock to Douglas County by no later than thirty (30) days following the end of each calendar year. Within thirty (30) days following the date upon which all capacity in the Castle Rock-Managed Project Infrastructure has been allocated to Castle Rock pursuant to the terms of this Subsection B, Castle Rock will send Douglas County written notice that the License granted to Douglas County herein is terminated.

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C. Use of System Development Fees. With the exception of System Development Fees or the portion of System Development Fees that is due to Castle Rock, the System Development Fees for Douglas County's licensed capacity will be: (i) reinvested by Douglas County in the design, construction, and installation of additional components of the Castle Rock-Managed Project Infrastructure in the Service Area as recommended by Castle Rock to Douglas County or (ii) returned to Douglas County for other uses as determined in Douglas County's sole discretion. The amount of System Development Fees associated with Douglas County's licensed capacity will be collected, reported, and transferred to Douglas County no less than annually. Based on the amount of System Development Fees collected for Douglas County's licensed capacity, Castle Rock will notify Douglas County as to the specific infrastructure it intends to fund with System Development Fees, along with the estimated costs of such infrastructure. Such notice will be presented to Douglas County annually for its review and approval. A separate intergovernmental agreement will be negotiated and executed by the Parties for each such infrastructure component, identifying the amount of the System Development Fees that Douglas County will agree to use for such purpose. Nothing in this Agreement shall be deemed to require Douglas County to use System Development Fees associated with Douglas County's licensed capacity for expansion of the Castle Rock-Managed Project Infrastructure.

D. Renewable Water Requirement. For new development or redevelopment in the Service Area, Castle Rock will require the developer or redeveloper to provide a renewable water supply for their development or redevelopment as a condition precedent to obtaining a "will serve" letter from Castle Rock to connect to the Castle Rock-Managed Project Infrastructure.

E. Limitations. At such time as Castle Rock agrees to be the retail wastewater provider to any property within the Service Area, any costs and fees related to the operation, maintenance, repair, or replacement of any wastewater infrastructure that Castle Rock owns or comes to own will be assessed in accordance with Castle Rock's standard rate-setting policies and procedures, and shall include a 10% extraterritorial surcharge separate from the process of setting and collecting System Development Fees.

**6. AMERICAN RESCUE PLAN ACT PROVISIONS.**

A. Acknowledgement. Castle Rock acknowledges and agrees that the funds encumbered by Douglas County to pay for the design, construction, and installation of the Castle Rock-Managed Project Infrastructure, and the acquisition of all easements, rights-of way, and other real property interests necessary and appurtenant thereto, have been provided in accordance with ARPA. The Parties acknowledge that all ARPA Funds) may only be used to cover those eligible costs incurred by Douglas County during the period that begins on March 3, 2021, and ends on December 31, 2024, including costs incurred to make necessary investments in sewer infrastructure. The Parties anticipate that the total amount of

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ARPA Funds available for the Castle Rock-Managed Project Infrastructure shall not exceed $14,000,000.

B. Use of ARPA Funds. Castle Rock shall only utilize ARPA Funds for the purposes described in this Agreement. Castle Rock agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached as Exhibit E. All invoices submitted by Castle Rock to Douglas County pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. Castle Rock shall segregate and specifically identify the time and expenditures billed to Douglas County on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services provided by Castle Rock for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

C. ARPA Deadlines. Douglas County agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed by Castle Rock under this Agreement no later than December 31, 2024. Castle Rock agrees and acknowledges that all services performed by Castle Rock using ARPA Funds must be performed by no later than December 31, 2026.

D. Reporting Requirements. To the extent that Castle Rock's services hereunder contemplate the spending of ARPA Funds, Castle Rock shall provide to Douglas County information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Castle Rock shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by Douglas County. Castle Rock shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as Castle Rock.

E. Inspection of Records. Castle Rock shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of Douglas County or of the Federal government, including the Special Inspector General for Pandemic Recovery, have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to Castle Rock's use of ARPA Funds pursuant to this Agreement. Castle Rock shall cooperate with Federal and Douglas County representatives and such representatives shall be granted access to the foregoing documents and

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information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations. No examination of records and audits pursuant to this section shall require Castle Rock to make disclosures in violation of state or federal privacy laws.

**7. DEFAULT/REMEDIES.** In the event a Party deems the other Party to be in default, it shall provide written notice indicating the event of default. The defaulting party shall have thirty (30) days from the date of the notice to cure the stated default or, if such default is not capable of being cured within thirty (30) days, cure of such default shall commence and be diligently pursued. In no event shall the cure period exceed thirty (30) days for monetary defaults, or sixty (60) days for non-monetary defaults, except by written consent of the non-defaulting party. In the event the defaulting party has failed to cure in accordance with this Section, the non-defaulting party may pursue all available remedies at law or equity. In addition, Castle Rock shall have the ability to withhold services to manage the design and construction of the Project Infrastructure due to a monetary default by Douglas County.

**8. MISCELLANEOUS**.

A. Governing Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement shall lie in the District Court for Douglas County, State of Colorado.

B. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter thereof, and there are no prior or contemporaneous agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

C. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

D. Counterpart Execution. The Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the parties hereto.

E. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Parties or their officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity that may be afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

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F. Assignability. This Agreement and the License granted herein may not be assigned, pledged or transferred, in whole or in part, without the express written consent of the other Party which consent shall not be unreasonably withheld.

G. No Public Dedication/No Third-Party Beneficiary. Nothing contained herein shall be deemed to be a grant or dedication of any rights or use to the public in general, and no third-party beneficiary interests are created nor intended to be created by this Agreement.

H. Headings for Convenience. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

I. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

If to Castle Rock: Town of Castle Rock
Attn: Director of Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

with copy to: Town of Castle Rock
Attn: Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

If to Douglas County: Douglas County
Attn: Special Projects Manager
100 Third Street
Castle Rock, CO 80104

with copy to: Douglas County
Attn: County Attorney
100 Third Street
Castle Rock, CO 80104

J. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

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K. Recordation. The Parties agree that this Agreement may be recorded in the records of the Clerk and Recorder for county in which a Party has its principal place of business.

L. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the successors, and assigns of the Parties.

M. Definitions and Interpretations. Except as otherwise provided herein, nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural, and masculine or feminine, as the context may require. Any reference to a policy, procedure, law, regulation, rule or document shall mean such policy, procedure, law, regulation, rule or document as it may be amended from time to time.

N. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

O. Non-Severability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

P. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either Party or as to both Parties, the Parties will immediately negotiate valid alternative portions) that as near as possible give effect to any stricken portion(s).

Q. Force Majeure. Each Party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood, or strike; acts of God; action of the government (except the parties hereto); war or civil disorder; violence or the threat thereof; severe weather; commandeering of material, products, plants or facilities by the federal, state or local government (except the parties hereto); and national fuel shortage, when satisfactory evidence of such cause is presented to the other Party, and provided further, that such nonperformance is beyond the reasonable control of, and is not due to the fault or negligence of, the Party not performing.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

(Signature pages to follow)

DS

**ATTEST:**

DocuSigned by:
298A8A4EDEE34AF...

Lisa Anderson, Town Clerk

**TOWN OF CASTLE ROCK**

DocuSigned by:
A7938A42F3A848A...

Jason Gray, Mayor

**Approved as to form:**

DocuSigned by:
F7347F32A6794D1...

Michael J. Hyman, Town Attorney

**Approved as to content:**

DocuSigned by:
FEA6D2E651B241D...

Mark Marlowe, Director Castle Rock Water

**STATE OF COLORADO )**
**) *ss.***
**COUNTY OF DOUGLAS )**

The foregoing instrument as acknowledged before me this 8th day of July, 2024, by Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

DS

Witness my official hand and seal.

My commission expires 9/30/2024

DocuSigned by:
2C2E9ABFE41D1A3...

Notary Public

DAN#20084033388-459132

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

Docusign Envelope ID: 0243FBE5-D1D8-4401-BE4D-309D9E40041A

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

_____ _____

_____ _____

**Approved as to form:**

_____

_____

**STATE OF COLORADO )**
**) *ss.***
**COUNTY OF DOUGLAS )**

The foregoing instrument as acknowledged before me this __ day of _____, 2024, by _____ for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:

_____
Notary Public

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**BOARD OF COUNTY COMMISSIONERS**
**OF THE COUNTY OF DOUGLAS**

**BY:** n/a _____

**DATE:** _____

**APPROVED AS TO FISCAL CONTENT:**

**BY:** Signed by: Andrew Copland 19B6927A7A3A4AC... _____

**Andrew Copland**

**Director of Finance**

**DATE:** **8/23/2024** _____

**APPROVED AS TO LEGAL FORM:**

**BY:** DocuSigned by: Christopher Pratt 573DD015549D4F7... _____

**Christopher Pratt**

**Sr. Asst. Cty. Atty.**

**DATE:** **8/22/2024** _____

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**ATTEST:**

Signed by:

DocuSigned by:
Hayley Hall
166E3E33F00240B...

Hayley Hall Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

**STATE OF COLORADO )**
**) ss.**
**COUNTY OF DOUGLAS )**

The foregoing instrument as acknowledged before me this 23rd day of August, 2024, by George Teal for the Board of County Commissioners of the County of Douglas.

Witness my official hand and seal.

My commission expires:
2/8/25

Notary Public

AMY T. WILLIAMS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974000634
MY COMMISSION EXPIRES 2/8/2025

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# INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK AND DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT SYSTEM

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is made and entered into this 2nd day of May, 2023 (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 "Highway 85 Wastewater Collection and Treatment System" or "System") in Douglas County, starting in the unincorporated Town of Louviers and extending as far south towards the PCWRA wastewater treatment facility as funding will allow; 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

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**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. "Collection System" means that portion of the Project Infrastructure utilized for the collection and delivery of wastewater to the Collection System Treatment Facility, in the event that such Facility is designed and constructed as part of the Project.

B. "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 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, except for those revenues attributable to the Extraterritorial Surcharge, shall be invested by Castle Rock in the Collection System.

C. "Collection System Treatment Capacity" means wastewater treatment capacity in the Collection System Treatment Facility, in the event that such Facility is designed and constructed as part of the Project.

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D. "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 is designed and constructed as part of the Project to be used in the storage, treatment, recycling, and reclamation of domestic and/or industrial wastewater generated by customers of the System for purposes of complying with the Federal Clean Water Act.

E. "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 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, except for those revenues attributable to the Extraterritorial Surcharge, shall be invested by Castle Rock in the Collection System Treatment Facility.

F. "Dominion" means the Dominion Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes.

G. "Dominion and Castle Rock Wastewater Service Agreement" means the intergovernmental agreement between Dominion and Castle Rock that will be executed in the event that Castle Rock proceeds with the alternative for the Project that utilizes any portion of the Dominion System in the design and construction of the Highway 85 Wastewater Collection and Treatment System.

H. "Dominion System" means any collection system or treatment works, as defined in section 212 of the Federal Clean Water Act (33 U.S.C. §§1251, *et seq*.), that is used by Dominion in the collection, storage, treatment, recycling, and reclamation of domestic and/or industrial wastewater generated by Dominion customers for purposes of complying with the Federal Clean Water Act.

I. "Dominion System Development Fee" means the fee that Castle Rock will charge and collect from those persons seeking to develop or redevelop property within the Service Area that connect to the Highway 85 Wastewater Collection and Treatment System and use any portion of the Dominion System. Said Fee shall be charged for the purpose of defraying all costs associated with connecting to the Dominion System, and shall consist of (i) the capital recovery fee, which shall be calculated based on the total infrastructure costs of the Dominion System, (ii) the capital

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improvement fee, which shall be calculated based on the costs of increasing the capacity of the Dominion System as may be necessary to serve new development or redevelopment connecting to the Dominion System, (iii) the Extraterritorial Surcharge, and (iv) any other costs determined by Castle Rock to be necessary and appurtenant.

J. "Estimated Project Infrastructure Costs" means the estimated costs of designing, constructing and installing the Project Infrastructure, as more particularly described in the attached Exhibit A.

K. "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 Dominion System Development Fee, 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.

L. "Final Project Infrastructure Costs" means the final costs of designing, constructing and installing the Project Infrastructure, as more particularly described in the amended Exhibit A.

M. "Louviers" means the Louviers Water and Sanitation District, a quasi-municipal special district organized and existing pursuant to the provisions of Title 32 of the Colorado Revised Statutes

N. "Louviers and Castle Rock Reuse Water Purchase and Sale Agreement" means the intergovernmental agreement between Louviers and Castle Rock for the purchase by Castle Rock of certain Reusable Water presently owned by Louviers.

O. "MGD" means million gallons per day.

P. "Necessary Improvement" means any improvement to 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 Highway 85 Wastewater Collection and Treatment System, and (ii) which is in addition to those improvements to Project Infrastructure that are funded by Collection System Development Fees, Collection System Treatment Facility Development Fees, or Dominion System Development Fees.

Q. "PCWRA Treatment Capacity" means wastewater treatment capacity that Castle Rock owns in the PCWRA wastewater treatment facility, which capacity may be used in the Highway 85 Wastewater Collection and Treatment System.

R. "PCWRA Treatment System Development Fee" means the fee that Castle Rock will charge and collect from Douglas County or existing and/or future customers

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that connect to the 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.

S. "Project" means the design, construction, and installation of the Highway 85 Wastewater Collection and Treatment System.

T. "Project Infrastructure" means the 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.

U. "Project Management Fee" means the fee that Castle Rock charges Douglas County to manage the design, construction, and installation of the Project, which fee shall be equal to one percent (1%) of the total Project costs.

V. "Reusable Water" means wastewater from water rights that can be used and reused to extinction, which wastewater shall be put into the Project Infrastructure and, thereby, made available for purchase by Castle Rock.

W. "Service Area" means the area located in unincorporated Douglas County within which Castle Rock will provide retail wastewater service through the 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.

X. "Single Family Equivalent" means the relative measure of demand placed on any wastewater facility or infrastructure by an average single-family residential unit.

Y. "System Development Fees" means, collectively and individually, as applicable, Collection System Development Fees, Collection System Treatment Facility Development Fees, Dominion System 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: (i) finance the design, construction, and installation of a wastewater

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collection and treatment system along the Highway 85 corridor, extending approximately from the unincorporated Town of Louviers to the PCWRA wastewater treatment facility , or as far south as such available funding will allow, 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 vicinity of the Highway 85 corridor and the payment by Douglas County of the Project Management Fee, Castle Rock agrees to manage the design, construction, and installation of the Project Infrastructure.

B. Ownership. Upon the substantial completion of construction and the initial acceptance of the Project Infrastructure by Douglas County and Castle Rock, ownership of the Project Infrastructure shall be conveyed to Castle Rock by the general contractor of the Project, along with all warranties associated therewith. Thereafter, with the exception of those portions of the System it may convey to Dominion pursuant to the Dominion and Castle Rock Wastewater Service Agreement, Castle Rock agrees to own, operate, maintain, repair and replace the System and to provide retail wastewater service to those Douglas County residents within the Service Area who agree to connect to the System.

**3. PROJECT DESIGN, CONSTRUCTION, AND INSTALLATION.**

A. Costs. The Estimated Project Infrastructure Costs 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 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 Project; provided, however, that Douglas County acknowledges and agrees that Castle Rock staff time shall not be tracked.

B. Change Orders. Douglas County acknowledges and agrees that the Estimated Project Infrastructure Costs may increase at any time during the design, construction or installation of the Project Infrastructure. Castle Rock shall provide updated Estimated Project Infrastructure Costs to Douglas County on a quarterly basis through completion of the Project Infrastructure. Upon completion and initial acceptance of the Project Infrastructure, Castle Rock shall prepare an amended Exhibit A showing the Final Project Infrastructure Costs. Upon agreement of the Parties as to the amount of the Final 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"). As part of the Scope of Work, Castle Rock will evaluate the most cost-effective and beneficial overall approach to providing the Project Infrastructure and

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long-term service to the existing and future residents of the Highway 85 corridor, while taking into account the total available funds for the Project and the costs to each portion of the Service Area. In so doing, Castle Rock shall consider the various benefits that will result from the Project to the broadest cross-section of Douglas County residents, including, but not limited to, environmental, economic development, and recreational benefits, as well as the availability of additional drinking water and reuse water supplies. In particular, this evaluation shall identify the most cost-effective and beneficial means of providing wastewater treatment from among the following three alternatives: (i) the construction of a new wastewater treatment facility in the unincorporated Town of Louviers, (ii) the construction of a new wastewater treatment facility on Dominion's property located along the South Platte River, and (iii) the utilization of Castle Rock's existing treatment capacity in PCWRA. Castle Rock will also work with Louviers to negotiate a separate intergovernmental agreement, the Louviers and Castle Rock Reuse Water Purchase and Sale Agreement, to purchase reuse water supply from Louviers, thereby providing Louviers with additional capital to reinvest in its water and wastewater system. These evaluations will be reviewed with Douglas County and agreed to prior to Castle Rock proceeding with final design of the Project Infrastructure. In the event that Castle Rock proceeds with the alternative set forth in Subsection C.(ii) above, Castle Rock will work with Dominion to negotiate a separate intergovernmental agreement, the Dominion and Castle Rock Wastewater Service Agreement to set forth the terms and conditions the will govern the construction of the wastewater treatment facility and the use of the Dominion System.

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 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 Project Infrastructure Costs. The Parties shall cooperate to resolve any disputes concerning the Final 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 Project 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 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,

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the Parties will meet to review and identify opportunities to decrease the overall Scope of Work to bring the Estimated Project Infrastructure Costs within the amount of funding available under the American Rescue Plan Act. If the Parties cannot identify opportunities to decrease the overall Scope of Work and Estimated 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 Project. 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 recommended to Douglas County by Castle Rock with Douglas County confirming approval of each contract prior to signing. Douglas County shall fully fund each contract prior to award by Castle Rock. 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 full 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 Project may be phased as the Parties may deem appropriate, and that separate construction contracts may be entered into for each phase of the Project.

H. Escrow. Castle Rock will review and approve all contractor invoices 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

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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 Project Infrastructure, Castle Rock shall grant Douglas County a license for Douglas County's proportional share in the permanent capacity of the System (the "License"). Castle Rock will retain adequate capacity in the System for the purpose of providing retail or wholesale wastewater service to Louviers. All remaining capacity shall be granted to Douglas County by virtue of the License. This will result in an estimated initial allocation of permanent capacity in the System of 10% for Castle Rock and 90% for Douglas County. A final allocation shall be determined by the Parties at the time of final design and construction of the Project Infrastructure. As new customers connect to the System, 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 System only. Following the transfer of ownership of Project Infrastructure as provided in Subsection A of this section, Douglas County

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shall not at any time access the 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 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 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 to Douglas County 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 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 Project Infrastructure based upon Douglas County's proportional share of Project Infrastructure capacity.

E. Conveyance of Capacity. 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 System. Within fifteen (15) days of receipt, Douglas County shall notify Castle Rock of each such application. Castle Rock will then calculate the amount of System Development Fees that it will charge the applicant for the right to connect to the System. Castle Rock will also determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the System. 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. 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 System 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

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connection to the System. 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 granted by Subsection C of this Section, Castle Rock will then determine what Necessary Improvements, if any, are required as a condition precedent for the applicant to connect to the System. 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 will be charged to the applicant, as long as Douglas County has adequate capacity to serve the property; provided, however, that if the applicant will be using PCWRA Treatment Capacity, Castle Rock will charge and collect from the property owner the PCWRA Treatment System Development Fee. 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 System 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. If PCWRA Treatment Capacity is being used, 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. If Dominion's System is used to provide wastewater service, the applicant must also meet all of Dominion's connection requirements., As consideration for allowing the connection to the System, Douglas County will allocate to Castle Rock the pro-rated capacity in the 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 Project Infrastructure has been allocated to Castle Rock pursuant to the terms of this Subsection E, Castle Rock will send Douglas County written notice that the License granted to Douglas County herein is terminated.

F. Dominion System Development Fee. Notwithstanding any provision of this Agreement to the contrary, the Dominion System Development Fee shall not be charged and collected until such time as the average daily capacity of the Highway 85 Wastewater Collection and Treatment System exceeds 200,000 gallons of wastewater. Thereafter, if any portion of the Dominion System is being used, Castle Rock will commence collecting Dominion System Development Fees and, with the exception of the Extraterritorial Surcharge, remit any such Fees it collects to Dominion.

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G. Renewable Water Requirement. For new development or redevelopment in the Service Area, after the first 200,000 gallons of wastewater capacity has been allocated, Castle Rock will require new development and redevelopment requiring capacity beyond the first 200,000 gallons to have renewable water supply for their development as a condition precedent to obtaining a "will serve" letter from Castle Rock to connect to the System.

H. 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 Project Infrastructure, and shall not be construed to include costs and fees related to the operation, maintenance, repair, or replacement of the Project Infrastructure. Such costs and other related terms and conditions, shall be managed by Castle Rock as the retail wastewater provider in the Service Area in accordance with Castle Rock's standard rate setting policies and procedures.

I. Warranty. Upon the completion of construction, initial acceptance, and conveyance of the Project Infrastructure, Castle Rock shall be the sole owner of the 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 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.

J. Insurance. Castle Rock shall procure and maintain property insurance for the 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 Project Infrastructure is damaged, Castle Rock shall allocate all proceeds from the insurance policy towards repairing the Project Infrastructure.

**5. 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 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 Section 603(b) of the Social Security Act, as added by

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Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (together with all rules and regulations promulgated thereunder, "ARPA"). The Parties acknowledge that all funding from ARPA ("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 Project shall not exceed $26,800,000.

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

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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.

**6. 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.

**7. 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

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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

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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.

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(Signature pages to follow)

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**ATTEST:**

DocuSigned by:
Robbie Schonlau
1E6150539D7D47B...
Lisa Anderson, Town Clerk

DocuSigned by:

**TOWN OF CASTLE ROCK**

DocuSigned by:
A7938A42F3A848A...
Jason Gray, Mayor

**Approved as to form:**

DocuSigned by:
Mike Hyman
F7347F32A6794D1...
Michael J. Hyman, Town Attorney

**Approved as to content:**

DocuSigned by:
Mark Marlowe
FEA6D2E051B241D...
Mark Marlowe, Director Castle Rock Water

**STATE OF COLORADO )**
**) *ss.***
**COUNTY OF DOUGLAS )**

The foregoing instrument as acknowledged before me this 8th day of May, 2023, 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: 9/30/2024

SHANNON EKLUND
NOTARY PUBLIC
STATE OF COLORADO
Notary ID: 20084033388
My commission expires 9/30/2024

DocuSigned by:
2C2E9A3FE54D4A3...
Notary Public

DAN#20084033388-694923

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**BOARD OF COUNTY COMMISSIONERS**
**OF THE COUNTY OF DOUGLAS**

**BY:** DocuSigned by: Doug DeBord B5C95B8DCFAB4AA... **BY:** n/a

**Doug DeBord**

**County Manager**

**DATE:** 5/26/2023 **DATE:**

**APPROVED AS TO FISCAL CONTENT:**

**BY:** DocuSigned by: Andrew Copland 80C333BC1187403...

**Andrew Copland**

**Director of Finance**

**DATE:** 5/26/2023

**APPROVED AS TO LEGAL FORM:**

**BY:** DocuSigned by: Amy Edwards 0B7C2CA4F0B4477...

**Amy Edwards**

**Senior Assistant County Attorney**

**DATE:** 5/17/2023

# 5-Year Funding

| | |
|---|---|
| Year 1 | 2027 |
| Number of Years | 5 |
| Final Year | 2031 |

| | |
|---|---|
| Total SFEs | 2,727 |

| | |
|---|---|
| SFE's Per Year | 161 |

| | |
|---|---|
| Total Project Cost | 19,784,296 |
| ARPA Funding | 14,000,000 |
| Funding Gap | 5,784,296 |

| | |
|---|---|
| SDF - ARPA | 5,133.85 |
| SDF - Funding GAP | 2,121.12 |
| ARPA Funding Multiplier | 10% |
| Funding Gap Multiplier | 25% |

| | |
|---|---|
| SDF - ARPA Funding Final | 5,647.23 |
| SDF -Funding Gap Final | 2,651.40 |
| SDF - Total | 8,298.63 |

| | |
|---|---|
| Interest Rate | 5.00% |

| | | |
|---|---|---|
| 1 | 2027 SFEs | 161 |
| 2 | 2028 SFEs | 161 |
| 3 | 2029 SFEs | 161 |
| 4 | 2030 SFEs | 161 |
| 5 | 2031 SFEs | 161 |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
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| 23 | | |
| 24 | | |
| 25 | | |
| 26 | | |
| 27 | | |
| 28 | | |
| 29 | | |
| 30 | | |
| | Total 2027-2031 SFEs | 805 |

| | |
|---|---|
| CRW Funding Gap Revenue (25%) | 2,134,293 |
| CRW Interest Revenue (5%) | 895,837 |

| | |
|---|---|
| CRW Funding Gap Revenue - Just 25% Portion | 426,859 |

| Year | SFEs | Total Payment | Interest Payment | Principal Payment | End of Year Balance |
|---|---|---|---|---|---|
| 2027 | 161 | 1,336,027 | 289,214.80 | 1,046,811.80 | 4,737,484.20 |
| 2028 | 161 | 1,336,027 | 236,874.21 | 1,099,152.39 | 3,638,331.81 |
| 2029 | 161 | 1,336,027 | 181,916.59 | 1,154,110.01 | 2,484,221.80 |
| 2030 | 161 | 1,336,027 | 124,211.09 | 1,211,815.51 | 1,272,406.29 |
| 2031 | 161 | 1,336,027 | 63,620.31 | 1,272,406.29 | 0.00 |
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| | | | | | |
| **Total** | **805** | **6,680,133** | **895,837** | **5,784,296** | **0.00** |

# 30-Year Funding

| | |
|---|---|
| Year 1 | 2027 |
| Number of Years | 30 |
| Final Year | 2056 |

| | |
|---|---|
| Total SFEs | 2,727 |

| | |
|---|---|
| SFE's Per Year | 45 |

| | |
|---|---|
| Total Project Cost | 19,784,296 |
| ARPA Funding | 14,000,000 |
| Funding Gap | 5,784,296 |

| | |
|---|---|
| SDF - ARPA | 5,133.85 |
| SDF - Funding GAP | 2,121.12 |
| ARPA Funding Multiplier | 10% |
| Funding Gap Multiplier | 25% |

| | |
|---|---|
| SDF - ARPA Funding Final | 5,647.23 |
| SDF -Funding Gap Final | 2,651.40 |
| SDF - Total | 8,298.63 |

| | |
|---|---|
| Interest Rate | 5.00% |

| | | |
|---|---|---|
| 1 | 2027 SFEs | 45 |
| 2 | 2028 SFEs | 45 |
| 3 | 2029 SFEs | 45 |
| 4 | 2030 SFEs | 45 |
| 5 | 2031 SFEs | 45 |
| 6 | 2032 SFEs | 45 |
| 7 | 2033 SFEs | 45 |
| 8 | 2034 SFEs | 45 |
| 9 | 2035 SFEs | 45 |
| 10 | 2036 SFEs | 45 |
| 11 | 2037 SFEs | 45 |
| 12 | 2038 SFEs | 45 |
| 13 | 2039 SFEs | 45 |
| 14 | 2040 SFEs | 45 |
| 15 | 2041 SFEs | 45 |
| 16 | 2042 SFEs | 45 |
| 17 | 2043 SFEs | 45 |
| 18 | 2044 SFEs | 45 |
| 19 | 2045 SFEs | 45 |
| 20 | 2046 SFEs | 45 |
| 21 | 2047 SFEs | 45 |
| 22 | 2048 SFEs | 45 |
| 23 | 2049 SFEs | 45 |
| 24 | 2050 SFEs | 45 |
| 25 | 2051 SFEs | 45 |
| 26 | 2052 SFEs | 45 |
| 27 | 2053 SFEs | 45 |
| 28 | 2054 SFEs | 45 |
| 29 | 2055 SFEs | 45 |
| 30 | 2056 SFEs | 45 |
| | Total 2027-2031 SFEs | 1,360 |

| | |
|---|---|
| CRW Funding Gap Revenue (25%) | 3,606,596 |
| CRW Interest Revenue (5%) | 5,504,007 |

| | |
|---|---|
| CRW Funding Gap Revenue - Just 25% Portion | 721,319 |

| Year | SFEs | Total Payment | Interest Payment | Principal Payment | End of Year Balance |
|---|---|---|---|---|---|
| 2027 | 45 | 376,277 | 289,214.80 | 87,061.96 | 5,697,234.04 |
| 2028 | 45 | 376,277 | 284,861.70 | 91,415.05 | 5,605,818.99 |
| 2029 | 45 | 376,277 | 280,290.95 | 95,985.81 | 5,509,833.18 |
| 2030 | 45 | 376,277 | 275,491.66 | 100,785.10 | 5,409,048.09 |
| 2031 | 45 | 376,277 | 270,452.40 | 105,824.35 | 5,303,223.74 |
| 2032 | 45 | 376,277 | 265,161.19 | 111,115.57 | 5,192,108.17 |
| 2033 | 45 | 376,277 | 259,605.41 | 116,671.35 | 5,075,436.82 |
| 2034 | 45 | 376,277 | 253,771.84 | 122,504.91 | 4,952,931.91 |
| 2035 | 45 | 376,277 | 247,646.60 | 128,630.16 | 4,824,301.75 |
| 2036 | 45 | 376,277 | 241,215.09 | 135,061.67 | 4,689,240.08 |
| 2037 | 45 | 376,277 | 234,462.00 | 141,814.75 | 4,547,425.33 |
| 2038 | 45 | 376,277 | 227,371.27 | 148,905.49 | 4,398,519.84 |
| 2039 | 45 | 376,277 | 219,925.99 | 156,350.76 | 4,242,169.07 |
| 2040 | 45 | 376,277 | 212,108.45 | 164,168.30 | 4,078,000.77 |
| 2041 | 45 | 376,277 | 203,900.04 | 172,376.72 | 3,905,624.05 |
| 2042 | 45 | 376,277 | 195,281.20 | 180,995.55 | 3,724,628.50 |
| 2043 | 45 | 376,277 | 186,231.42 | 190,045.33 | 3,534,583.17 |
| 2044 | 45 | 376,277 | 176,729.16 | 199,547.60 | 3,335,035.57 |
| 2045 | 45 | 376,277 | 166,751.78 | 209,524.98 | 3,125,510.59 |
| 2046 | 45 | 376,277 | 156,275.53 | 220,001.23 | 2,905,509.37 |
| 2047 | 45 | 376,277 | 145,275.47 | 231,001.29 | 2,674,508.08 |
| 2048 | 45 | 376,277 | 133,725.40 | 242,551.35 | 2,431,956.73 |
| 2049 | 45 | 376,277 | 121,597.84 | 254,678.92 | 2,177,277.81 |
| 2050 | 45 | 376,277 | 108,863.89 | 267,412.87 | 1,909,864.94 |
| 2051 | 45 | 376,277 | 95,493.25 | 280,783.51 | 1,629,081.44 |
| 2052 | 45 | 376,277 | 81,454.07 | 294,822.68 | 1,334,258.75 |
| 2053 | 45 | 376,277 | 66,712.94 | 309,563.82 | 1,024,694.93 |
| 2054 | 45 | 376,277 | 51,234.75 | 325,042.01 | 699,652.92 |
| 2055 | 45 | 376,277 | 34,982.65 | 341,294.11 | 358,358.81 |
| 2056 | 45 | 376,277 | 17,917.94 | 358,358.81 | (0.00) |
| **Total** | **1,360** | **11,288,303** | **5,504,007** | **5,784,296** | **(0.00)** |

CASTLE ROCK WATER

# RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT WITH DOUGLAS COUNTY FOR THE HIGHWAY 85 WASTEWATER COLLECTION AND TREATMENT PROJECT

JANUARY 20, 2026

TOWN OF CASTLE ROCK COLORADO

>

# HIGHWAY 85 WASTEWATER

## BACKGROUND INFORMATION

- Amended and Restated Agreement with Douglas County signed in July 2024
- Lift station near Castle Rock Reservoirs with force main to PCWRA
- Funded by ARPA through Douglas County - $14M
- Designed at 300,000 Gallons per Day Capacity
- Substantial completion by January 2027
- 1% Project Management fee back to CRW
- System owned and operated by CRW
- 10% extraterritorial surcharge to CRW on all rates and fees
- System development fees for lift station and force main back to County to reinvest in sewer infrastructure
- Sedalia, CORE, Elementary School connections funded by system development fees and/or future agreement



**CORE Electric Coop Building in Sedalia, CO**

# HIGHWAY 85 WASTEWATER

- Implement additional budget saving ideas
  - ❖ Eliminate owner's contingency – design-builder contingency still included
  - ❖ Alternate funding sources – Douglas County Public Works, system development fees
- Total project cost is $19.78M which is $984,296 above $18.8M budget.

- CRW previously agreed to fund $4.8M and will add $984,296 to that funding. All CRW funding to be recovered through System Development Fees.
- 2nd Amendment to IGA with Douglas County reflects the additional gap funding needed to meet the project budget.

| Description | GMP | Previoulsy Authorized Contingency | Cost |
|---|---|---|---|
| SJ Louis PDB Phase 1 - 0-60% | $ 633,203.00 | | $ 633,203.00 |
| SJ Louis PDB Phase 2 - 60% - 100% | $ 964,300.00 | | $ 964,300.00 |
| General Conditions | $ 826,950.00 | | $ 826,950.00 |
| Single FM & LS Construction Cost of Work | $ 13,775,379.90 | | $ 13,775,379.90 |
| Allowances | $ 268,265.00 | | $ 268,265.00 |
| Fiber Optic Conduit - Garver Design | $ 40,082.00 | | $ 40,082.00 |
| PDB Contingency (2.1%) | $ 385,711.33 | | $ 385,711.33 |
| Bonds & Insurance (1.3%) | $ 219,620.59 | | $ 219,620.59 |
| D-B Fee (7.5%) | $ 1,283,513.39 | | $ 1,283,513.39 |
| Permanent Easements (458,600 SF, $2/sf @ 50% - no trail) | $ 458,600.00 | | $ 458,600.00 |
| Temporary Easements (856,600 SF @ $0.40/sf, 2yr) | $ 342,640.00 | | $ 342,640.00 |
| LS Land Purchase at (109,561 SF@ $3/SF) | $ 328,683.00 | | $ 328,683.00 |
| CRW PM Fee invoiced to date of $140,000 | $ 11,123.26 | | $ 11,123.26 |
| Western States/Kilty | $ 234,500.00 | $ 11,725.00 | $ 246,225.00 |
| | | | |
| Totals | $ 19,772,571.46 | $ 11,725.00 | $ 19,784,296.46 |

# HIGHWAY 85 WASTEWATER

## KEY TERMS OF FIRST & SECOND AMENDMENT TO THE AGREEMENT

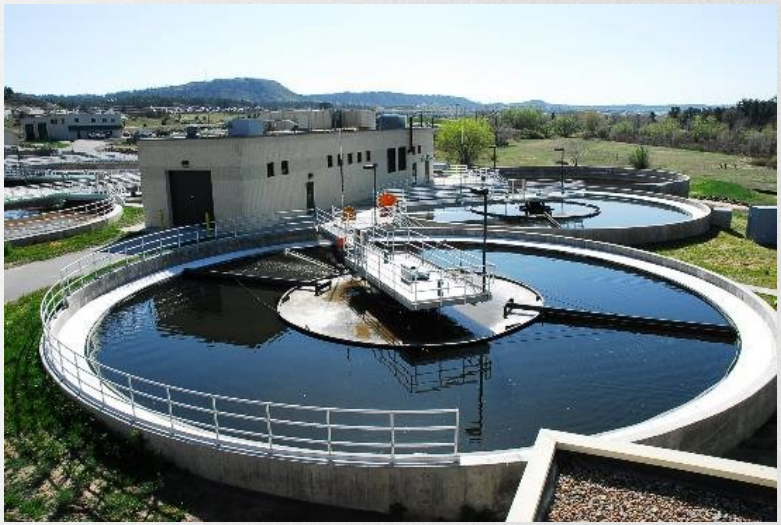
- CRW to loan up to $4.8M plus $984,296 for total $5,784,296 to the project
- All SDFs go to pay back CRW loan first
- 25% SDF surcharge on loaned portion of project SDF for use any way CRW chooses
- 5% annual interest on outstanding $5.78M balance
- SDFs go fully to CRW until full balance including annual interest has been repaid
- 25% Surcharge on SDF on loaned portion goes back to improvements on project once CRW has been fully reimbursed
- All other terms in the Agreement are the same

| Scenario | Estimated Interest Revenue | Estimated 25% Surcharge Revenue |
|---|---|---|
| 5-Year Payback | $895,837 | $426,859 |
| 30-Year Payback | $5,504,007 | $721,319 |

# HIGHWAY 85 WASTEWATER

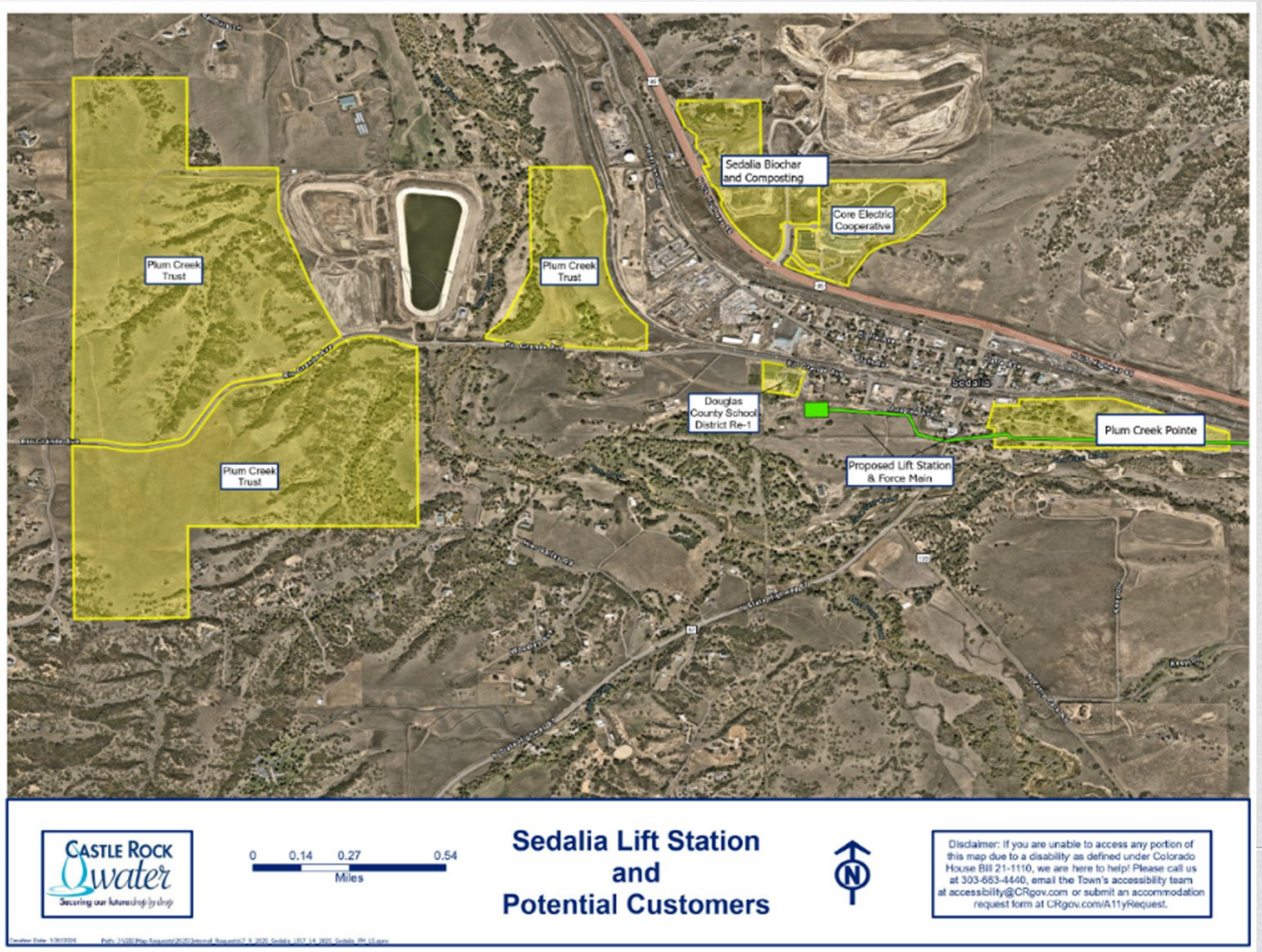
## ONGOING SCHEDULE & BUDGET

- Geotech, survey, and SUE work complete
- Currently in review of 90% Design for Lift Station and Force Main
- Permitting efforts ongoing with BNSF, CDPHE, Douglas County
- Property acquisitions in progress since October 2025
- Submittals and early material procurement beginning January 2026
- Project postcards and notice letters mailed January 2026
- Final Construction Documents due February 2026
- Public Open House February 3, 2026
- Construction to begin April 2026
- Construction update letters mailed to residents and stakeholders March/April 2026
- ARPA funds need to be expended by 12/31/2026.
- Construction completion anticipated February 2027



**Plum Creek Water Reclamation Authority**
**Castle Rock, CO**

# HIGHWAY 85 WASTEWATER



# HIGHWAY 85 WASTEWATER

## RECOMMENDATIONS

- Staff
- Present to Castle Rock Water Commission on 1/28

Questions

PROPSED MOTION:

“ I move to approve Resolution 2026-009 as introduced by title.”

ALTERNATE MOTIONS:

*“I move to approve the Resolution as introduced by title, with the following conditions: (list conditions).”*

*I move to continue this item to the Town Council meeting on ___date to allow additional time to (list information needed).”*

# Town of Castle Rock

## Agenda Memorandum

**Agenda Date:** 1/20/2026

**Item #:** 19. **File #:** EXEC 2026-001

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

**From:** Michael J. Hyman, Town Attorney

**Executive Session: Consider a motion to recess into executive session for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock**

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**EXECUTIVE SESSION MOTION**

I move to go into executive session for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock.

**ANNOUNCEMENT NO. 1**

**Announcement to be made by presiding officer at the beginning of the executive session (make sure the recorder is turned on; do not turn it off during the executive session unless so advised by the Town Attorney)**

It is January 20, 2026 and the time is _____. For the record, I am the presiding officer, Mayor Jason Gray. As required by the Open Meetings Law, this executive session is being electronically recorded. At this time, I will ask the recording secretary to verify the recorder is operating.

(RECORDING SECRETARY VERIFICATION)

This is an executive session to receive legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-

402 (4)(e), all related to Douglas County School District property within Castle Rock.

In addition to members of Town Council, the Town Manager, Town Attorney, and _____ are participating in the executive session.

I caution each participant to confine all discussion to the stated purpose of the executive session, and that no formal action may occur in the executive session.

If at any point in the executive session any participant believes that the discussion is going outside the proper scope of the executive session, please interrupt the discussion and make an objection.

## ANNOUNCEMENT NO. 2

**Announcement to be made by the presiding officer before concluding the Executive Session** (While recorder is still on)

I hereby attest that this recording reflects the actual contents of the discussion at the executive session held on January 20, 2026, for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) and for determining positions relative to matters that may subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under CRS 24-6-402 (4)(e), all related to Douglas County School District property within Castle Rock.

This recording has been made in lieu of any written minutes to satisfy the recording requirements of the Open Meetings Law.

I will ask the Town Clerk to retain this recording for a 90-day period.

_____

Mayor